

CITY OF LOCUST GROVE

REGULAR MEETING AGENDA

MONDAY, FEBRUARY 10, 2020 – 6:00 P.M.

PUBLIC SAFETY BUILDING – 3640 HIGHWAY 42 S.

LOCUST GROVE, GA 30248

CALL TO ORDER..... Mayor Robert Price

INVOCATION..... Police Chief Jesse Patton

PLEDGE OF ALLEGIANCE..... Councilman Boone

APPROVAL OF THE AGENDA..... Mayor Robert Price (Motion Required)

PUBLIC COMMENTS..... Register with Clerk Before Meeting

PUBLIC HEARING ITEMS..... None

APPROVAL OF THE MINUTES..... 4 Items

1. January 6, 2020 Regular Meeting Minutes (Motion Required)
2. January 6, 2020 Executive Session Meeting Minutes (Motion Required)
3. January 21, 2020 Workshop Meeting Minutes (Motion Required)
4. January 21, 2020 Executive Session Meeting Minutes (Motion Required)

ACCEPTANCE OF THE FINANCIAL STATEMENT..... FY Closeout - None

UNFINISHED BUSINESS/ACTION ITEMS..... 4 Items

5. Ordinance for annexation of 24.19 +/- acres from Neil A. Gardner and Earl S. Gardner located on Davis Lake Road (Motion Required)
6. Ordinance to rezone 24.19 +/- acres located on Davis Lake Road in LL 217 of the 2nd district from unincorporated Henry County RA (residential agricultural) to incorporated City of Locust Grove RA (residential agricultural) (Motion Required)
7. Ordinance for annexation of 24.19 +/- acres from Neil A. Gardner and Bonnie L. Gardner located at 342 Davis Lake Road (Motion Required)
8. Ordinance to rezone 24.19 +/- acres located at 342 Davis Lake Road in LL 217 of the 2nd district from unincorporated Henry County RA (residential agricultural) to incorporated City of Locust Grove RA (residential agricultural) – (Motion Required)

NEW BUSINESS/ACTION ITEMS..... 2 Items

9. A Resolution to accept the Memorandum of Agreement with Georgia Soil and Water Conservation Commission (Motion Required)
10. A Resolution to accept outdoor contracts with Clear Channel, Whiteway, and Lamar Outdoor for Calendar Year 2020 (Motion Required)

CITY MANAGER'S COMMENTS..... Tim Young

MAYOR'S COMMENTS..... Mayor Robert Price

EXECUTIVE SESSION – (IF NEEDED)

ADJOURN

POSTED AT CITY HALL – February 5, 2020 at 16:30

ADA Compliance: Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons.

Public Comment may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS prior to the beginning of the meeting with the City Clerk.

**City of Locust Grove
Council Meeting Minutes
3640 Highway 42
Locust Grove, GA 30248
Monday, January 6, 2020
6:00 PM**

Members Present:	Staff Present:
Robert Price - Mayor	Tim Young – City Manager
Rod Shearouse – Councilman	Bert Foster – Assistant City Manager
Willie Taylor – Councilman	Misty Spurling – City Clerk
Randy Gardner – Councilman	Jennifer Adkins – Assistant City Clerk
Rudy Breedlove – Councilman	Daunte’ Gibbs- Community Development Director
Carlos Greer–Councilman/Mayor Pro Tem	Jack Rose – Public Works Director
Keith Boone – Councilman	Jesse Patton – Police Chief
	Andy Welch – Attorney
	Staff not Present:
	Anna Ogg – Main Street Director

Mayor Price called the meeting to order at 6:00 PM

ADMINISTRATION OF OATH –

Judge Jimmy Brown stepped forward to administer oath to newly elected officials. Judge Brown swore the Mayor and each Councilman under oath as follows:

- Mayor Robert Price
- Councilman Rudy Breedlove
- Councilman Rod Shearouse
- Councilman Carlos Greer

Invocation given by City Manager Tim Young

Councilman Greer led the Pledge of Allegiance.

APPROVAL OF AGENDA –

Mayor Price asked for a motion. Councilman Boone made the motion to approve the January 6, 2020 meeting agenda.

Councilman Greer made a comment pertaining to minutes from December 2, 2019 regarding clarification on what he said about the HPDO expansion. City Manager Tim Young replied since it pertains to minutes any corrections must be addressed under Approval of Minutes.

RESULT	APPROVED AGENDA
MADE MOTION	COUNCILMAN BOONE
2ND MOTION	COUNCILMAN GARDNER
VOTE	MOTION CARRIED - ALL IN FAVOR

PUBLIC COMMENTS – NONE

PUBLIC HEARING ITEMS – NONE

APPROVAL OF THE MINUTES

1. DECEMBER 2, 2020- REGULAR MEETING MINUTES –

Councilman Greer made a comment regarding page six, Item 14 of the December 2, 2019 minutes. Councilman Greer clarified his comment about the HPDO expansion and said he would like the minutes to be corrected.

Councilman Greer made the motion to amend the December 2, 2019 meeting minutes on page six; Item 14 – HPDO expansion corrected to read: *Councilman Greer made a comment he feels it is in the best interest of the Church to join in the district; however, the Church should not feel compelled to do so.* Councilman Taylor second the motion. All in favor and motion carried.

Mayor Price asked for a motion. Councilman Taylor made the motion to approve the December 2, 2020 regular meeting minutes as amended.

RESULT	APPROVED DECEMBER 2, 2020 REGULAR MEETING MINUTES AS AMENDED
MADE MOTION	COUNCILMAN TAYLOR
2 ND MOTION	COUNCILMAN GREER
FAVOR	MOTION CARRIED – ALL IN FAVOR

2. DECEMBER 16, 2020- WORKSHOP MEETING MINUTES –

Councilman Boone made a comment for a correction to be made on Page three; City Operations report for Public Safety with correction that Chief Patton was present at the meeting and not Lieutenant Matthew Long.

Councilman Boone made the motion to amend the December 16, 2019 workshop minutes as specified. Councilman Greer second the motion. Motion carried and all in favor.

Mayor Price asked for a motion. Councilman Greer made the motion to approve the December 16, 2020 workshop meeting minutes as amended.

RESULT	APPROVED DECEMBER 16, 2020 WORKSHOP MEETING MINUTES AS AMENDED
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN BOONE
FAVOR	MOTION CARRIED – ALL IN FAVOR

ACCEPTANCE OF THE FINANCIAL STATEMENT –

3. NOVEMBER 2019 - Financial Statement –

Mayor Price asked for a motion. Councilman Boone made the motion to approve the November 2019 Financial Statement

RESULT	APPROVED NOVEMBER 2019 FINANCIAL STATEMENT
MADE MOTION	COUNCILMAN BOONE
2 ND MOTION	COUNCILMAN TAYLOR
FAVOR	MOTION CARRIED – ALL IN FAVOR

UNFINISHED BUSINESS/ACTION ITEMS –

4. Resolution to create a streetlight district in Phase I of Derrington Manor in Locust Grove Station subdivision –

Mayor Price asked for a motion. Councilman Greer made the motion to approve the request by approving resolution #20-01-001

RESULT	APPROVED RESOLUTION #20-01-001
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN TAYLOR
VOTE	MOTION CARRIED – ALL IN FAVOR

5. Ordinance to adopt the Fiscal Year 2019 3rd Quarter budget revision prior to final closeout in March 2020 –

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving ordinance #20-01-002.

RESULT	APPROVED ORDINANCE #20-01-002
MADE MOTION	COUNCILMAN BOONE
2 ND MOTION	COUNCILMAN TAYLOR
VOTE	MOTION CARRIED – ALL IN FAVOR

6. Resolution to support the efforts of the U.S. Bureau of the Census in 2020 for Outreach and Marketing for April 1, 2020 Census Day –

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving resolution #20-01-003.

RESULT	APPROVED RESOLUTION #20-01-003
MADE MOTION	COUNCILMAN BOONE
2 ND MOTION	COUNCILMAN GARDNER
VOTE	MOTION CARRIED – ALL IN FAVOR

7. Resolution to reappoint Otis Hammock to the Downtown Development Authority –

Mayor Price asked for a motion. Councilman Greer made the motion to approve the request by approving resolution #20-01-004.

RESULT	APPROVED RESOLUTION #20-01-004
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN BOONE
VOTE	MOTION CARRIED – ALL IN FAVOR

8. Resolution to reappoint Ken Dickey to the Downtown Development Authority –

Mayor Price asked for a motion. Councilman Gardner made the motion to approve the request by approving resolution #20-01-005.

RESULT	APPROVED RESOLUTION #20-01-005
MADE MOTION	COUNCILMAN GARDNER
2 ND MOTION	COUNCILMAN GREER
VOTE	MOTION CARRIED – ALL IN FAVOR

9. Resolution to reappoint Jeff Mills to the Downtown Development Authority –

Mayor Price asked for a motion. Councilman Taylor made the motion to approve the request by approving resolution #20-01-006.

RESULT	APPROVED RESOLUTION #20-01-006
MADE MOTION	COUNCILMAN TAYLOR
2 ND MOTION	COUNCILMAN GARDNER
VOTE	MOTION CARRIED – ALL IN FAVOR

10. Resolution to reappoint Sherry Moon (unexpired term) to the Downtown Development Authority –

Mayor Price asked for a motion. Councilman Greer made the motion to approve the request by approving resolution #20-01-007.

Councilman Greer made a comment since the term expired on the fourth; should we reappoint prior to expiration. Attorney Andy Welch replied normally because of the meeting schedule and calendar we can't approve reappointments prior to the term expiration.

RESULT	APPROVED RESOLUTION #20-01-007
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN GARDNER
VOTE	MOTION CARRIED – ALL IN FAVOR

11. Resolution to reappoint Betty Shearouse to the Historic Preservation Commission –

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving resolution #20-01-008.

RESULT	APPROVED RESOLUTION #20-01-008
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MADE MOTION	COUNCILMAN BOONE
2 ND MOTION	COUNCILMAN GREER
VOTE	MOTION CARRIED – ALL IN FAVOR

NEW BUSINESS/ACTION ITEMS –

12. Ordinance for appointment of offices of the City of Locust Grove –

Councilman Greer made a comment he wishes to recuse himself from vote on appointment of offices since he is included on the list of appointments.

Mayor Price asked for a motion. Councilman Boone made the motion to approve the request by approving ordinance #20-01-009.

RESULT	APPROVED ORDINANCE #20-01-009
MADE MOTION	COUNCILMAN BOONE
2 ND MOTION	COUNCILMAN GARDNER
VOTE	MOTION CARRIED – ALL IN FAVOR

CITY MANAGER’S COMMENTS –

City Manager Tim Young said we are preparing for closing out the financial year including audit preparation and installation of the new 2020 budget. The renovation is underway for the new breakroom/conference room and we are planning for an open house for the new Community Development office. We are working on transportation projects, striping, and other items. Mr. Young said he will be in training next week with GDOT for the Interchange project. Mr. Young wished everyone a Happy New Year. Nothing further.

MAYOR’S COMMENTS – NONE

EXECUTIVE SESSION – LITIGATION

Mayor Price asked for a motion to enter executive session. Councilman Boone made the motion with second by Councilman Greer. All in favor and motion carried. Council entered executive session at 6:24 PM.

Discussion took place regarding litigation.

Mayor Price asked for a motion to reconvene to regular session from executive session at 6:57 PM. Councilman Greer made the motion with second by Councilman Boone. All in favor and motion carried.

ADJOURNMENT –

Mayor Price asked for a motion to adjourn. Councilman Greer made the motion to adjourn.

RESULT	APPROVED – ADJOURN MEETING
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN GARDNER
FAVOR	MOTION CARRIED MEETING ADJOURNED @ 6:57 PM.

Notes taken by:

Misty Spurling, City Clerk

DRAFT

**City of Locust Grove
 Council Workshop Meeting Minutes
 Public Safety Building – 3640 Highway 42
 Locust Grove, GA 30248
 Tuesday, January 21, 2020
 6:00 PM**

Members Present:	Staff Present:
Robert Price – Mayor	Tim Young – City Manager
Randy Gardner – Councilman	Bert Foster – Assistant City Manager
Willie Taylor – Councilman	Misty Spurling – City Clerk
Keith Boone – Councilman	Jennifer Adkins – Assistant City Clerk
Rod Shearouse – Councilman	Daunté Gibbs – Community Development Director
Rudy Breedlove - Councilman	Jack Rose – Public Works Director
Carlos Greer – Councilman	Anna W. Ogg – Main Street Manager
	Jesse Patton – Police Chief
	Warren Tillery – SWWW Attorney

Mayor Price called the meeting to order at 6:00 PM.

Invocation given by Assistant City Manager Bert Foster

Mayor Price led the Pledge of Allegiance.

APPROVAL OF AGENDA –

Mayor Price asked for a motion. Councilman Greer made the motion to approve the January 21, 2020 meeting agenda.

RESULT	APPROVED
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN TAYLOR
VOTE	MOTION CARRIED - ALL IN FAVOR

PUBLIC COMMENTS – NONE

PUBLIC HEARING ITEMS –

Councilman Gardner read a letter of recusal recusing himself from all such discussion, debate, deliberation or vote, or otherwise take part in the decision-making process for public hearing items one, two, three, and four. Councilman Gardner exited the meeting.

- 1. A Hearing to request annexation of 24.19 +/- acres from Neil A. Gardner and Earl S. Gardner located on Davis Lake Road –**

Community Development Director Daunte' Gibbs stepped forward and led discussion this is a hearing for a request from Neil A. Gardner and Earl S. Gardner requesting annexation of 24.19 +/- acres on Davis Lake Road (Parcel ID – 128-02066000). The property is vacant and will remain residential agricultural if incorporated into the City.

Mayor Price said this is a public hearing and opened to public comments. No comments and Mayor Price closed the public hearing.

Mayor Price asked Council for questions or comments.

Councilman Greer asked Mr. Neil Gardner what the intentions are if annexed and Mr. Gardner replied partially to benefit from trash service in the City and being a City resident like his neighbors. Councilman Greer asked if there has been any discussion for development and Mr. Gardner replied someone did reach out to him about a potential 30-year lease for a solar farm purpose; however, Mr. Gardner said he declined due to the longevity of the request of the lease term.

- 2. A Hearing to rezone 24.19 +/- acres located on Davis Lake Road in LL 217 of the 2nd district from unincorporated Henry County RA (residential agricultural) to incorporated City of Locust Grove RA (residential agricultural) –**

Community Development Director Daunte' Gibbs led discussion this is a request for rezoning the same property as heard in item one. Mayor Price said this is a public hearing and opened to public comments. No comments and Mayor Price closed the public hearing.

- 3. A Hearing to request annexation of 24.19 +/- acres from Neil A. Gardner and Bonnie L. Gardner located at 342 Davis Lake Road –**

Community Development Director Daunte' Gibbs led discussion this is a request for annexation from Neil and Bonnie Gardner (Parcel ID – 128-02065000). The property is currently zoned RA and will remain so if incorporated into the City.

Mayor Price said this is a public hearing and opened for public comments. No comments and Mayor Price closed public hearing.

- 4. A hearing to rezone 24.19 +/- acres located at 342 Davis Lake Road in LL 217 of the 2nd district from unincorporated Henry County RA (residential agricultural) to incorporated City of Locust Grove RA (residential agricultural) –**

Community Development Director Daunte' Gibbs said this is a rezoning request for the same property as heard in item three. Mayor Price said this is a public hearing and opened to public comments. No comments and Mayor Price closed the public hearing.

Councilman Gardner returned to the meeting.

NEW BUSINESS/ACTION ITEMS –

5. Service Delivery Strategy (SDS) Agreement approval –

City Manager Tim Young stepped forward and reviewed changes to various sections of the agreement. Mr. Young said this is for adoption only and once adopted we will forward to the County for approval.

Mayor Price asked for a motion. Councilman Shearouse made the motion to approve the request by approving resolution #20-01-010.

Councilman Greer asked what happens if the County decides not to approve. Discussion took place on renegotiation if the County does not agree or approve. Nothing further.

RESULT	APPROVED RESOLUTION AS AMENDED #20-01-010
MADE MOTION	COUNCILMAN SHEAROUSE
2 ND MOTION	COUNCILMAN GARDNER
VOTE	MOTION CARRIED – FIVE IN FAVOR (GREER, TAYLOR, SHEAROUSE, GARDNER, BREEDLOVE) AND ONE OPPOSED (BOONE)

6. Resolution to reappoint members to the Locust Grove Events Committee –

Mayor Price asked for a motion. Councilman Greer made the motion to approve the request by approving resolution #20-01-011.

RESULT	APPROVED RESOLUTION #20-01-011
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN BREEDLOVE
VOTE	MOTION CARRIED – ALL IN FAVOR

CITY OPERATION REPORTS / WORKSHOP DISCUSSION ITEMS

MAIN STREET OPERATIONS –ANNA W. OGG

Main Street Director Anna Ogg said the Main Street Board decided against having another Peach Stand Road Race due to non-certification and other reasons. The DDA recently met for the 2020 work planning session and the emphasis will be on Cleveland Street including cleaning up and adding other design elements to make more welcoming. The HPC had no COAs and is working with Community Development to integrate the permitting process with the COA process. Discussion took place on the rural zone tax credits and the new website launch for late February. Mrs. Ogg said she is working on the 2020 Census materials to ensure everyone gets counted, and we are planning a Census Day event coming up. Nothing further.

PUBLIC SAFETY OPERATIONS– CHIEF PATTON

Chief Jesse Patton gave an update and reviewed the monthly report. Total collections for December 2019 were \$61,125.50 with 19 investigations including ten cases for Detective Yarian and nine cases for

Detective Crowell. The department has completed six hours of Taser training and other training as well. Chief Patton said Officer Shumate is out of intensive care; however, he is having to make decisions that will affect his physical abilities. Further, we have scheduled a HERO Day event celebrating the life of Chase Maddox on February 8, 2020 from 11am-2pm. Nothing further.

PUBLIC WORKS – JACK ROSE –

Public Works Director Jack Rose gave an update his department is continuing with general maintenance. The Interceptor Line “F” is still ongoing, and we are working on a storm water project in Skyland. Nothing further.

ADMINISTRATION – BERT FOSTER

Assistant City Manager Bert Foster gave an update we are in process of converting the former Community Development office into a breakroom/conference room that will include a full ADA bathroom. Tanger Park revised development plans should be in later in the week and will include a walking trail. We should have the Scatter Garden design concept in this week for consideration and the traffic signal at Market Place and Hwy 42 has been released for design. Staff met with members of the County stabilization program last week to hopefully bring some improvements to Skyland with State and Federal funding. Nothing further.

- **A Resolution to accept the Memorandum of Agreement with Georgia Soil and Water Conservation Commission (Full review of ESCP plans) –**

Mr. Foster continued with discussion on the MOA which allows the City to bypass State reviews, thus, increasing the turnaround time for us. This will come back at the February meeting for approval. Nothing further.

Councilman Greer asked if we had suggestions for Roberts Road/Hwy 42 improvements since there have been several accidents in that location. Discussion took place. Nothing further.

COMMUNITY DEVELOPMENT OPERATIONS – DAUNTÉ GIBBS

Community Development Director Daunté Gibbs gave an update his department has issued 118 permits including 25 new house permits for 2020. Mr. Gibbs said the Fairfield Inn is close to being complete and ready for the CO. Nothing further.

ARCHITECTURAL REVIEW BOARD (ARB) – NONE

CITY MANAGER’S COMMENTS –

City Manager Tim Young stepped forward to discuss the status of Officer Shumate including his leave status. Mr. Young said the ordinance requires Councils approval to allow an employee to use sick bank hours and we would need to add to the agenda.

Councilman Boone made a motion to add item Sick bank approval to the agenda. Councilman Greer second the motion. All in favor and motion carried.

ADD ITEM – SICK BANK APPROVAL

Mayor Price asked for a motion. Councilman Boone made the motion to authorize the use of sick bank hours for Officer Ryan Shumate. Councilman Greer second the motion. All in favor and motion carried.

CITY MANAGER'S COMMENTS CONTINUED -

City Manager continued with an update we met with a representative with ARC on Bethlehem Road and the TIP (Transportation Improvement Project) was sent for review to ARC. We had a tree removed from the downtown crosswalk which improved visibility. Mr. Young gave an update on various road improvement projects and reviewed updates on other upcoming City improvements. We are looking to do an RFP for additional parking at City Hall as well as various street improvements in the City. Mr. Young reviewed some upcoming improvements as part of the phase II building renovation. Further, Mr. Young said we are looking into upgrading to the next version of Incode 10 which will allow online work orders and the use of a Human Resources Module. Nothing further.

MAYOR'S COMMENTS-

Mayor Price had no comments.

EXECUTIVE SESSION – PROPERTY ACQUISITION

Mayor Price asked for a motion to enter executive session. Councilman Boone made the motion with second by Councilman Greer. All in favor and motion carried. Council entered executive session at 6:57 PM.

Discussion took place regarding property acquisition.

Mayor Price asked for a motion to reconvene to regular session from executive session at 7:13 PM. Councilman Greer made the motion with second by Councilman Taylor. All in favor and motion carried.

REGULAR SESSION RECONVENED –

Mayor Price asked for a motion to add an item to the agenda. Councilman Greer made the motion to add a resolution for approval of design and construction plans for the Peeksville Road extension. Councilman Taylor second the motion. All in favor and motion carried.

ADD ITEM –

A resolution to approve the design and construction plans for Peeksville Road extension and for other purposes –

Mayor Price asked for a motion. Councilman Taylor made the motion to approve the request by approving resolution #20-01-012.

RESULT	APPROVED RESOLUTION #20-01-012
MADE MOTION	COUNCILMAN TAYLOR
2 ND MOTION	COUNCILMAN GREER
VOTE	MOTION CARRIED – ALL IN FAVOR

ADJOURNMENT-

Mayor Price asked for a motion to adjourn. Councilman Greer made the motion to adjourn.

RESULT	ADOPTED
MADE MOTION	COUNCILMAN GREER
2 ND MOTION	COUNCILMAN BREEDLOVE
VOTE	MOTION CARRIED - ALL IN-FAVOR MEETING ADJOURNED @ 7:14 PM.

Notes taken by:

Misty Spurling, City Clerk



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance for annexation of 24.19 +/- acres from Neil A. Gardner and Earl S. Gardner located on Davis Lake Road (Parcel ID - 128-02066000) in Land Lot 217 of the 2nd District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: January 1, 2020

Budget Item: No

Date Received: October 24, 2019

Application Accepted: December 2, 2019

Workshop Date: January 21, 2020

Regular Meeting Date: February 10, 2020

Discussion:

Neil A. Gardner and Earl S. Gardner requests annexation of 24.19 +/- acres located on Davis Lake Road (Parcel ID - 128-02066000) in Land Lot 217 of the 2nd District utilizing the 100% method per O.C.G.A. §36-36-20. The property is currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The application was accepted by the City Council at the December 2, 2019 meeting and the Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.

Recommendation:

Staff recommends approval of the applicant's request.

I MOVE TO (approve/deny/table) THE ANNEXATION OF THE SUBJECT PROPERTY (PARCEL ID - 128-02066000) LOCATED ON DAVIS LAKE ROAD IN LAND LOT 217 OF THE 2ND DISTRICT.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-02

ANNEXATION & REZONING

Property Information

Tax ID	128-02066000
Location/address	Land Lot 217 of the 2nd District Davis Lake Road
Parcel Size	24.19 +/- acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Vacant / unincorporated Henry County
Future Land Use	Medium-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Neil A. Gardner and Earl S. Gardner of Locust Grove, GA, owners (the "Applicants") of a tract of land located on Davis Lake Road seek to annex their property into the incorporated limits of the City of Locust Grove in Land Lot 217 of the 2nd District (the "Subject Property"). The Subject Property (Parcel ID - 128-02066000) is approximately 24.19 +/- acres in size and is undeveloped. The Applicants are utilizing the 100% method per O.C.G.A. §36-36-20.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove. The application was accepted by the City Council at the December 2, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-02

ANNEXATION & REZONING

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

Police Services: When the Subject Property is annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
 - (3) Consistency with the Land Use Plan. Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3*. Page 269.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-02

ANNEXATION & REZONING

intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.

- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (Residential Agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.

Recommendation

Staff recommends APPROVAL of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.

Future Land Use - Henry County





Legend

- Parcels
- Roads
- Zoning**
- RS
- RMH
- RM
- RD
- RA
- R-4
- R-3
- R-2
- R-1
- PD
- OI
- MU
- MR2
- MR1
- M-2
- M-1
- DTRC
- DTMU
- CITY
- C-3
- C-2
- C-1

Parcel ID	128-02066000	Class	V	Owner	GARDNER EARL S & NEIL	Land Value:	\$222,500	Last 2 Sales							
Property Address	DAVIS LAKE RD	Acreeage	24.19	Address	11416 VIKING AVE	Building Value:	\$0	Date	3/27/2012	Price	\$50,900	Reason	PART INT	Qual	U
District	County/Unincorp				NORTHRIDGE CA 91326	Misc Value:	\$0	Date	12/1/2008	Price	\$0	Reason	DOF ASSNT	Qual	U
						Total Value:	\$222,500								

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

This zoning map is subject to change at any time. The official version of the Zoning map resides within the Henry County Planning and Zoning Department. Please contact the Henry County Planning and Zoning Office at 770-288-7526 to verify current zoning.



Legend
 Parcels
 Roads

Parcel ID	128-02066000	Class	V	Owner	GARDNER EARL S &	Land Value:	\$222,500	Last 2 Sales			
Property Address	DAVIS LAKE RD	Acreage	24.19	Address	NEIL:	Building Value:	\$0	Date	Price	Reason	Qual
District	County/UnIncorp				11416 VIKING AVE	Misc Value:	\$0	3/27/2012	\$50,900	PART INT	U
					NORTHRIDGE CA	Total Value:	\$222,500	12/1/2008	\$0	DOF ASSNT	U
					91326						

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 1/7/2020
 Last Data Uploaded: 1/6/2020 11:54:30 PM

Developed by  Schneider
 GEOGRAPHICAL

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX PROPERTY INTO THE CITY OF LOCUST GROVE PURSUANT TO CHAPTER 36 OF TITLE 36 OF *THE OFFICIAL CODE OF GEORGIA ANNOTATED*; TO PROVIDE FOR APPROPRIATE ENTRIES UPON OR ADDITIONS TO THE OFFICIAL MAP OF THE CITY AND ALL OTHER RECORDS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE OF ANNEXATION; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

**SECTION 1.
ANNEXATION.**

Neil A. Gardner, Bonnie L. Gardner, and Earl S. Gardner (the “Applicants”) petitioned the City to annex properties located at 342 Davis Lake Road and Davis Lake Road consisting of approximately 24.19 +/- acres each (Parcel IDs-128-02065000 and 128-02066000), totaling 48.38 +/- acres, located in Land Lot 217 of the 2nd District (the “Properties”) as shown in the Boundary Survey attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex the Property into the City of Locust Grove on October 24, 2019 as shown in the application attached hereto as **Exhibit B**; and,

WHEREAS, the Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on December 2, 2019; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their December 17, 2019 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on January 21, 2020 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Property retain the same zoning in the City (RA: Residential Agricultural) that it had in the County (RA: Residential Agricultural), addressed under a separate action; and,

WHEREAS, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report.

SECTION 2.

OFFICIAL MAP AND RECORDS.

The Mayor and City Clerk are hereby directed to make entries upon or additions to the official map of the City and all other records to the extent necessary to reflect the annexation of property contemplated herein.

SECTION 3.

SEVERABILITY.

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause, or phrase were not originally part of the ordinance.

SECTION 4.

REPEAL OF CONFLICTING PROVISIONS.

Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5.

EFFECTIVE DATE OF ANNEXATION.

- A. Annexation pursuant to this ordinance shall become effective on the first day of the month following adoption of this ordinance.
- B. Notwithstanding the foregoing, no property located in the annexed area shall be subject to ad valorem taxation by the City until January 1st of the year following the effective dates solely for the purpose of determining enrollment in any independent school system operating in the City.

**THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY
ORDAINS:**

- () That the Applicant's request for annexation is hereby **APPROVED**.
- () That the Applicant's request in said application is hereby **DENIED**.

SO ORDAINED by the Council of this City this 10th day of February 2020.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

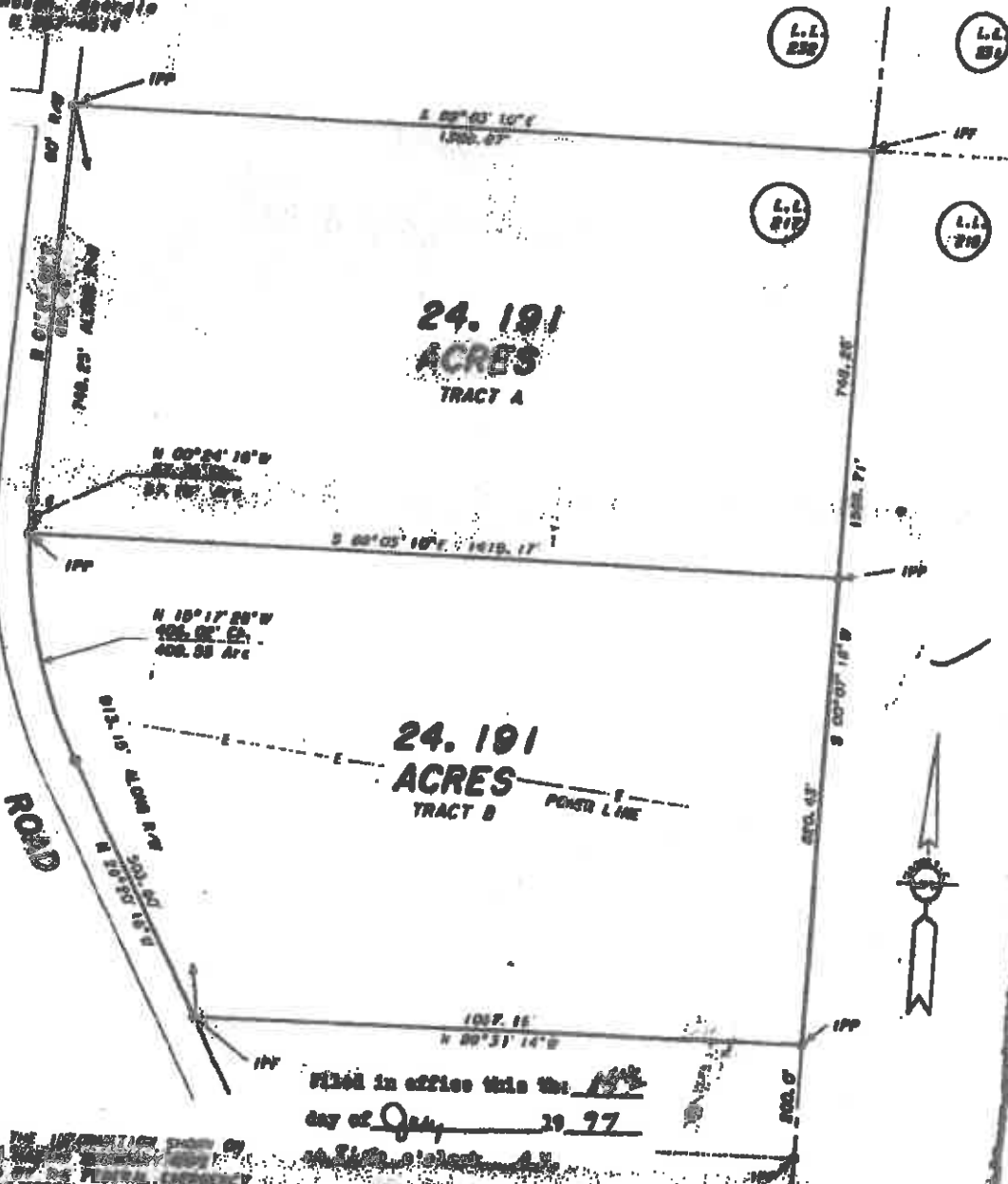
APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Prepared by:
 Jay B. Rowan, Jr.
 Henry Co. Surveyor
 McDonough, Georgia
 Tel. 813-4474

DAVIS
 LAKE
 ROAD



Filed in office this the 11th
 day of July 1977

BASED ON THE INFORMATION shown on
 the Flood Hazard Map of
 Henry County, Georgia,
 prepared by the Federal Emergency
 Management Agency, it is my opinion
 that this property is outside of
 the flood hazard area.

Jay Rowan, Jr. S.L.S. 2405



THIS MAP OR PLAN HAS BEEN CALCULATED
 FOR ERROR AND IS FOUND TO BE ACCURATE
 WITHIN ONE FOOT 715.000 FEET.

THE FIELD DATA UPON WHICH THIS SURVEY
 IS BASED HAS A CLOSEST PRECISION OF ONE
 FOOT IN 10,000 FEET AND ANGULAR
 ERROR OF 6.250 IN PER ANGLE POINT
 AND HAS ADJUSTED USING TRANSIT RULE.

FB 2 PG 1/83

THIS MAP OR PLAN IS A
 CORRECT REPRESENTATION OF
 THE LAND PLATTED AND HAS
 BEEN PREPARED IN CONFORMITY
 WITH THE STATUTES AND
 REGULATIONS BY LAW.
 Jay Rowan, Jr. S.L.S. 2405

SURVEY MADE FOR:
JAMES GARDNER
 PROPERTY LOCATED IN:
 LAND LOT 217 W 2nd DISTRICT
 HENRY COUNTY, GEORGIA
 Scale: 1" = 200' W July 11, 1977

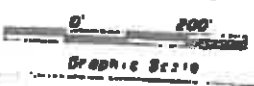


EXHIBIT B

**APPLICATION FOR ANNEXATION UNDER
THE ONE HUNDRED PERCENT (100%) METHOD**

Date of Submission: 10/24/19

To the Mayor and City Council of the City of Locust Grove, Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Locust Grove, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-20) to the existing corporate limits of Locust Grove, Georgia, and the description of such territory is hereto attached as Exhibit A.

OWNERS NAME(S) Neil A. Gardner

Bonnie L. Gardner

PROPERTY LOCATION 342 Davis Lake Road

Locust Grove, GA 30248

PHONE NUMBER (404) 372-9534

ALTERNATE PHONE (404) 374-0183

LAND LOT/DISTRICT 217 / Dist 2

ACREAGE 24.19

MAP CODE NO. 128-02065000

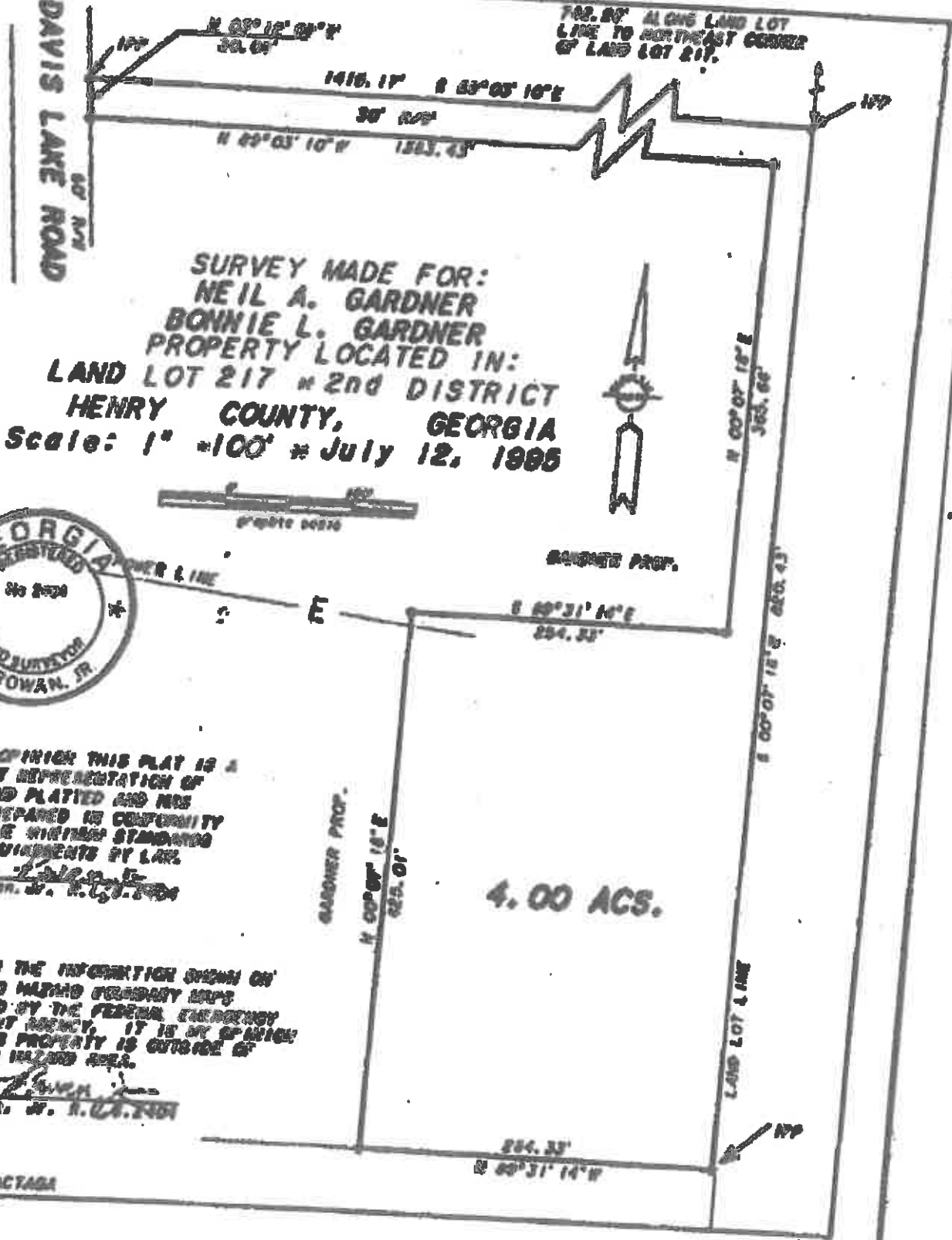
ZONING CLASSIFICATION _____

SIGNATURE(S) Neil A. Gardner Date _____

Bonnie L. Gardner Date _____

All property owners must sign as their name appears on the Deed.

DAVIS LAKE ROAD



SURVEY MADE FOR:
 NEIL A. GARDNER
 BONNIE L. GARDNER
 PROPERTY LOCATED IN:
 LAND LOT 217 - 2nd DISTRICT
 HENRY COUNTY, GEORGIA
 Scale: 1" = 100' * July 12, 1995



IN MY OPINION THIS PLAT IS A
 CORRECT REPRESENTATION OF
 THE LAND PLATTED AND HAS
 BEEN PREPARED IN CONFORMITY
 WITH THE HIGHEST STANDARDS
 AND REQUIREMENTS BY LAW.
 Joe Rowan, Jr.
 Surveyor, N. H. C. 2424

BASED ON THE INFORMATION SHOWN ON
 THE FLOOD HAZARD BOUNDARY MAPS
 FURNISHED BY THE FEDERAL EMERGENCY
 MANAGEMENT AGENCY, IT IS MY OPINION
 THAT THIS PROPERTY IS OUTSIDE OF
 THE FLOOD HAZARD AREA.
 Joe Rowan, Jr.
 Surveyor, N. H. C. 2424

28454-205

STATE OF GEORGIA
HENRY COUNTY

Know all men by these presents, that this 3rd day of December 1997, in the year of our Lord 1997, and of the Independence of the United States of America the 121st, I, the undersigned, Clerk of the Superior Court of the County of Henry, do hereby certify that the following is a true and correct copy of the original as the same appears on the records of said Court:

Between **MADE F. GARDNER, ROBERT F. GARDNER and EARL S. GARDNER** of the County of Henry and **WILL A. GARDNER** of the County of Henry

Witnesseth that the said party of the first part, for and in consideration of the sum of ONE DOLLAR to him paid, the receipt whereof is acknowledged, he has granted, sold and by these presents does give, release and forever quitclaim to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand the said party of the first part has or may have in and to

All that certain tract or parcel of land lying and being in Land Lot 217 of the 2nd District of Henry County, Georgia, being the southeast 1/4 of the tract of land known as part of survey made for Lewis Gardner by Joe Brown, Jr., Registered Land Surveyor, dated July 11, 1995, of record in Plat Book 26, Page 147, the Office Clerk Superior Court said County of Henry, said plat and the record thereof being incorporated herein by reference for description and all other legal purposes.

AND DO RECEIPT THEREFOR THE PROPERTY DESCRIBED AS FOLLOWS:
All that tract or parcel of land containing four (4) acres, lying and being in Land Lot 217 of the 2nd District of Henry County, Georgia, per plat of survey made for Will A. Gardner and Dennis L. Gardner by Joe Brown, Jr., Registered Land Surveyor, dated July 12, 1995, of record in Plat Book 26, Page 148, the Office Clerk Superior Court said County of Henry. Said plat and the record thereof being incorporated herein by reference for description and all other legal purposes.

RECORDED
DATE 12/11/97
BY 1046 M 98
W. A. Gardner & J. Taylor

FILED
DATE 12-11-97
BY W. A. Gardner & J. Taylor

with all the right, title, interest and appurtenances in and to the above described premises, together with the right, title, interest and appurtenances in and to the same, to the said party of the second part, his heirs and assigns, as that which the said party of the first part has or may have in and to the same, by any means or legal, claim, or demand in any way, title or interest in or to the aforesaid described premises or its appurtenances, to any right thereof, in witness whereof, the said Parties of the First Part have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in presence of
Margaret McAllister
Theresa D. Marshall

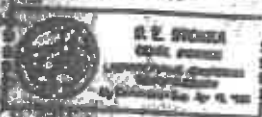
Maude F. Gardner (Seal.)
Robert F. Gardner (Seal.)
Earl S. Gardner (Seal.)



Over for other signatures:

Notary Public J. S. [unclear] My Commission expires [unclear]

[Signature]
Notary Public



Signed, Sealed and Delivered in the presence of:
Herma M. Hobbs
Official Witness (Notary Public)

Earl S. Gardner (SEAL)
Notary Public



Notary Public J. S. [unclear] My Commission expires [unclear]

RETURN TO
Robert F. Gardner and Earl S. Gardner
TO
Earl S. Gardner
COUNTY
CLERK'S OFFICE, SUSSEX COUNTY

R. S. KELLS
ATTORNEY AT LAW
MIDDLETOWN, N.J.



BOOK 2116 PAGE 114

Return to: Mr. G. W. James Robert Gardner
133 Colvin Drive
Lawrenceville, Ga. 30046

STATE OF GEORGIA, Henry County

IN COMMEMORATION of the Sale of 21.01 and Lot and Assignment, being a part of GRS
conveyed to Mr. and Mrs. JOHN ROBERT GARDNER and MARIE F. GARDNER
of the County of Henry do hereby sell and convey unto
WILL A. GARDNER and BONNIE L. GARDNER
of the County of Henry their heirs and assigns, a tract or parcel
of land, which is described as follows:

All that tract or parcel of land containing four (4) acres, lying and being
in Land Lot 217 of the 2nd District of Henry County, Georgia, per plat of survey
made for Will A. Gardner and Bonnie L. Gardner by Joe James, Jr., Registered
Land Surveyor, dated July 12, 1995. A copy of said plat is attached hereto,
marked EXHIBIT "A", and by reference made a part hereof for description and
all other legal purposes.

Handwritten:
JUL 18 1 27 95

FILED
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

HENRY COUNTY GEORGIA
REAL PROPERTY DEPARTMENT
Handwritten: 7-12-95
JUL 12 1995

To Have and to Hold said land and appurtenances unto said
WILL A. GARDNER and BONNIE L. GARDNER, their
heirs, executors, administrators, and assigns, to the single
use of said WILL A. GARDNER and BONNIE L. GARDNER and their heirs, executors,
administrators, and assigns, to the single use of said WILL A. GARDNER and BONNIE L. GARDNER
for the 17th day of July, 1995.
Signed, sealed and delivered to the presence of

Handwritten: [Signature]
TESTIMONY OF
NOTARY PUBLIC
My Comm. Expires 06/30/98

Handwritten: [Signature]
[Signature]
Marie F. Gardner (S.S.)
[Signature]
Will A. Gardner (S.S.)

013744

115 Colvin Drive
Locust Grove, Ga. 30246

STATE OF GEORGIA, Henry County

IN CONSIDERATION of the sum of \$1.00 and Love and Affection, being a deed of Gift
 between to Us said Ms. JAMES ROBERT GARDNER and MARIE F. GARDNER
 of the County of Henry do hereby sell and convey unto
NEIL A. GARDNER and BONNIE L. GARDNER
 of the County of Henry their heirs and assigns, a tract or parcel
 of land, which is described as follows:

All that certain parcel of land containing four (4) acres, lying and being
 unto for Neil A. Gardner and Bonnie L. Gardner by James Robert Gardner
 Land Surveyor, dated July 12, 1995. A copy of said plat is attached hereto,
 marked EXHIBIT "A", and by reference made a part hereof for description and
 all other legal purposes.

211
 114-15
 2005
 FILED
 JUL 10 1 27 PM '95

FILED IN OFFICE

HENRY COUNTY GEORGIA
 REAL ESTATE TRANSFER TAX
 Collector
 DATE 7-18-95
 Neil A. Gardner
 Clerk of Superior Court

To Have and to Hold said land and appurtenances unto said
NEIL A. GARDNER and BONNIE L. GARDNER,
 heirs, executors, administrators, and assigns, in fee simple.

To Have and to Hold said land and appurtenances unto said

beirs, executors, administrators, and assigns, in fee simple.

warrant the title to said land against the lawful claims of all persons.

in witness whereof, we have hereunto set our hand and affixed our seal this 17th day of July 19 95

signed, sealed and delivered in the presence of

Kathy Elder
UNOFFICIAL WITNESS

James Robert Gardner
James Robert Gardner (L.S.)

Mable F. Gardner
Mable F. Gardner (L.S.)

Mable F. Gardner
Mable F. Gardner (L.S.)

NOTARY PUBLIC
MY COMM. EXPIRES: 1900
By Commission Expires October 10, 1900

013746

EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which publishes the Henry Herald, published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 627543
Name and File No.: PUBLIC HEARING 1/21/20
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
01/01/20 Wed

Robert D. McCray, SCNI Vice President of Sales and Marketing

Dawn Ward

By Dawn Ward
Legal Advertising Clerk

Sworn and subscribed before me 01/02/20

Tina Partridge

Notary Public



Public Hearing Notice
City of Locust Grove
January 21, 2020
6:00 PM
Locust Grove Public
Safety Building
3640 Highway 42 South
Locust Grove, GA 30248

Notice is hereby given as required by Chapter 68 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Tuesday, January 21, 2020 at 6:00 PM, will conduct public hearings for the purpose of the following:

ANNEXATION & REZONING
RZ-19-10-01 Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02066000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

RZ-19-10-02 Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02065000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

The public hearings will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

Daunté Gibbs
Community Development Director - City of Locust Grove
928-627543, 1/1/20

AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Richard Cook, who, after being duly sworn, testifies as follows:

1.

My name is Richard Cook. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02066000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

3.

Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02065000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

4.

On the 30th day of December 2019, I, Richard Cook, posted double-sided sign notifications on the properties advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21st day of January, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:33 PM at Davis Lake Road (Parcel: 128-02066000)
- 2) Double-sided signs posted at 12:39 PM at 342 Davis Lake Road (Parcel: 128-02065000)

FURTHER AFFIANT SAYETH NOT.

This 31st day of December 2019.

Richard M Cook
Affiant

Sworn and subscribed before me
this 31 day of December, 2019

Margaret Moore
Notary Public



Exhibit "A"



PUBLIC NOTICE
ROAD WORK
NOTICE
ROAD WORK

12 30 2019 12 39

STOP

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)
TO: City RA (residential agricultural)

DATE: January 21, 2020
TIME: 6:00 P.M.

NOTICE

For information, please call:
(770) 692-2321 or visit
www.locustgrove-ga.gov

12

019-1206

PUBLIC
City of Lakeland Drive
1.5th Street
Lakeland, FL 34601
ANNEXATION &
REZONING
Meeting at Lakeland Drive
1000 8th Avenue
Monday, January 21, 2008
Time: 8:00 PM
NOTICE
CITY OF LAKELAND
ANNEXATION & REZONING

12 30 2019 12 33

PUBLIC

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)
TO: City RA (residential agricultural)

DATE: January 21, 2020
TIME: 6:00 P.M.

NOTICE

For information, please call:
(770) 692-2321 or visit
www.locustgrove-ga.gov

12:30-2019-12:30



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance to rezone 24.19 +/- acres located on Davis Lake Road (Parcel ID - 128-02066000) in Land Lot 217 of the 2nd District from unincorporated Henry County RA (Residential Agricultural) to incorporated City of Locust Grove RA (Residential Agricultural).

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: January 1, 2020

Budget Item: No

Date Received: October 24, 2019

Application Accepted: December 2, 2019

Workshop Date: January 21, 2020

Regular Meeting Date: February 10, 2020

Discussion:

Neil A. Gardner and Earl S. Gardner requests rezoning of approximately 24.19 +/- acres located on Davis Lake Road (Parcel ID - 128-02065000) in Land Lot 217 of the 2nd District from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) City of Locust Grove. The application was accepted by the City Council at the December 2, 2019 meeting and the Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.

Recommendation:

Staff recommends approval of the rezoning.

I MOVE TO (approve/deny/table) THE REZONING OF THE SUBJECT PROPERTY (PARCEL ID - 128-02066000) LOCATED ON DAVIS LAKE ROAD IN LAND LOT 217 OF THE 2ND DISTRICT FROM RA (RESIDENTIAL AGRICULTURAL) IN UNINCORPORATED HENRY COUNTY TO RA (RESIDENTIAL AGRICULTURAL) CITY OF LOCUST GROVE.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-02

ANNEXATION & REZONING

Property Information

Tax ID	128-02066000
Location/address	Land Lot 217 of the 2nd District Davis Lake Road
Parcel Size	24.19 +/- acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Vacant / unincorporated Henry County
Future Land Use	Medium-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Neil A. Gardner and Earl S. Gardner of Locust Grove, GA, owners (the "Applicants") of a tract of land located on Davis Lake Road seek to annex their property into the incorporated limits of the City of Locust Grove in Land Lot 217 of the 2nd District (the "Subject Property"). The Subject Property (Parcel ID - 128-02066000) is approximately 24.19 +/- acres in size and is undeveloped. The Applicants are utilizing the 100% method per O.C.G.A. §36-36-20.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove. The application was accepted by the City Council at the December 2, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-02

ANNEXATION & REZONING

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

Police Services: When the Subject Property is annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
 - (3) Consistency with the Land Use Plan. Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3*. Page 269.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-02

ANNEXATION & REZONING

intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.

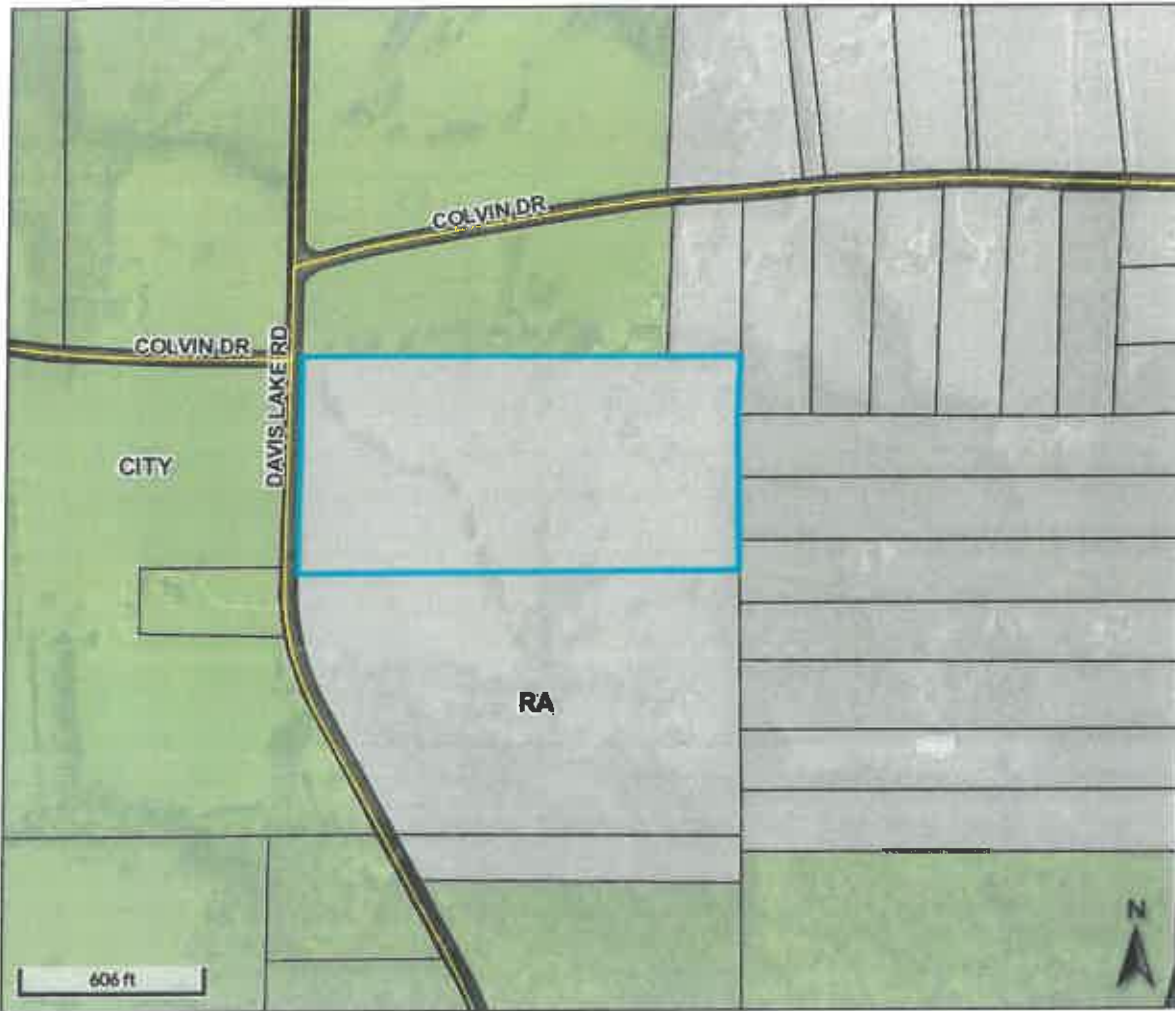
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (Residential Agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.

Recommendation

Staff recommends APPROVAL of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.

Future Land Use - Henry County





Overview



Legend

-  Parcels
-  Roads
- Zoning**
-  RS
-  RMH
-  RM
-  RD
-  RA
-  R-4
-  R-3
-  R-2
-  R-1
-  PD
-  OI
-  MU
-  MR2
-  MR1
-  M-2
-  M-1
-  DTRC
-  DTMU
-  CITY
-  C-3
-  C-2
-  C-1

Parcel ID	128-02066000	Class	V	Owner	GARDNER EARL S & NEIL	Land Value:	\$222,500	Last 2 Sales			
Property Address	DAVIS LAKE RD	Acres	24.19	Address	11416 VIKING AVE NORTHRIDGE CA 91326	Building Value:	\$0	Date	Price	Reason	Qual
District	County/UnIncorp					Misc Value:	\$0	3/27/2012	\$50,900	PART INT	U
						Total Value:	\$222,500	12/1/2008	\$0	DOF ASSNT	U

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

This zoning map is subject to change at any time. The official version of the Zoning map resides within the Henry County Planning and Zoning Department. Please contact the Henry County Planning and Zoning Office at 770-288-7526 to verify current zoning.



Overview



Legend

-  Parcels
-  Roads

Parcel ID	128-02066000	Class	V	Owner	GARDNER EARL S & NEIL	Land Value:	\$222,500	Last 2 Sales							
Property Address	DAVIS LAKE RD	Acreege	24.19	Address	11416 VIKING AVE	Building Value:	\$0	Date	3/27/2012	Price	\$50,900	Reason	PART INT	Qual	U
District	County/UnIncorp				NORTHRIDGE CA 91326	Misc Value:	\$0		12/1/2008	\$0		D OF ASSNT	U		
						Total Value:	\$222,500								

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 1/7/2020
 Last Data Uploaded: 1/6/2020 11:54:30 PM

Developed by  **Schneider**
 GEOSPATIAL

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 48.38 ACRES LOCATED AT 342 DAVIS LAKE ROAD AND DAVIS LAKE ROAD IN LAND LOT 217 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, Neil A. Gardner, Bonnie L. Gardner, and Earl S. Gardner (the “Applicants”) petitioned the City to annex properties located at 342 Davis Lake Road and Davis Lake Road consisting of approximately 24.19 +/- acres each (Parcel IDs-128-02065000 and 128-02066000), totaling 48.38 +/- acres, located in Land Lot 217 of the 2nd District (the “Properties”) attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex the Property into the City of Locust Grove on October 24, 2019 as shown in the application attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on December 2, 2019; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their December 17, 2019 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on January 21, 2020 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Property retain the same zoning in the City (RA: Residential Agricultural) that it had in the County (RA: Residential Agricultural), addressed under a separate action; and,

WHEREAS, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report.

THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:

1.

- That the request for rezoning is hereby **APPROVED**.
- That the request for rezoning is hereby **DENIED**.

2.

That the use of the Property is subject to:

- The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.
- The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.
- If no **Exhibit D** is attached hereto, then the property is zoned without conditions.

3.

That, if the request is granted, the official zoning map for the City is hereby amended to reflect such zoning classification for the property.

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 10th day of February 2020.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Prepared by:
 Joe B. Rowan, Jr.
 Henry Co. Surveyor
 McDonough, Georgia
 Tel. N. 522-4616

DAVIS
 LAKE

ROAD

24.191
 ACRES
 TRACT A

24.191
 ACRES
 TRACT B

Filed in office this the 14th
 day of July 19 97

BASED ON THE INFORMATION SHOWN ON
 THE FLOOD HAZARD ZONING MAP
 FURNISHED BY THE FEDERAL EMERGENCY
 MANAGEMENT AGENCY, IT IS MY OPINION
 THAT THIS PROPERTY IS OUTSIDE OF
 THE FLOOD HAZARD AREA.

Joe Rowan, Jr. R.L.S. 2403



THIS MAP OR PLAN HAS BEEN CALCULATED
 FOR CLOSURE AND IS FOUND TO BE ACCURATE
 WITHIN ONE FOOT 715,000 FEET.

THE FIELD DATA UPON WHICH THIS SURVEY
 IS BASED HAS A CLOSURE PRECISION OF ONE
 FOOT IN 10,000 FEET AND ANGULAR
 ERROR OF 6.00 IN PER ANGLE POINT
 AND WAS ADJUSTED USING TRANSIT RULE.

PB 24 PG 183

THIS MAP OR PLAN IS A
 CORRELATIVE REPRESENTATION OF
 THE LAND PLATTED AND HAS
 BEEN PREPARED IN CONFORMITY
 WITH THE MINIMUM STANDARDS
 AND REQUIREMENTS BY L.S.M.

Joe Rowan, Jr. R.L.S. 2403

SURVEY MADE FOR:
JAMES GARDNER
 PROPERTY LOCATED IN:
 LAND LOT 217 - 2nd DISTRICT
 HENRY COUNTY, GEORGIA
 Scale: 1" = 200' July 11, 1995

0' 200'

Graphic Scale

JOB:07100004

EXHIBIT B

**APPLICATION FOR ANNEXATION UNDER
THE ONE HUNDRED PERCENT (100%) METHOD**

Date of Submission: 10/24/19

To the Mayor and City Council of the City of Locust Grove, Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Locust Grove, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-20) to the existing corporate limits of Locust Grove, Georgia, and the description of such territory is hereto attached as Exhibit A.

OWNERS NAME(S) Neil A. Gardner

Bonnie L. Gardner

PROPERTY LOCATION 342 Davis Lake Road

Locust Grove, GA 30248

PHONE NUMBER (404) 372-9534

ALTERNATE PHONE (404) 374-0183

LAND LOT/DISTRICT 217 / Dist 2

ACREAGE 24.19

MAP CODE NO. 128-02065000

ZONING CLASSIFICATION _____

SIGNATURE(S) Neil A. Gardner Date _____

Bonnie L. Gardner Date _____

All property owners must sign as their name appears on the Deed.

DAVIS LAKE ROAD

748.89' ALONG LAND LOT LINE TO NORTHEAST CORNER OF LAND LOT 217.

SURVEY MADE FOR:
NEIL A. GARDNER
BONNIE L. GARDNER
PROPERTY LOCATED IN:
LAND LOT 217 * 2ND DISTRICT
HENRY COUNTY, GEORGIA
Scale: 1" = 100' * July 12, 1995



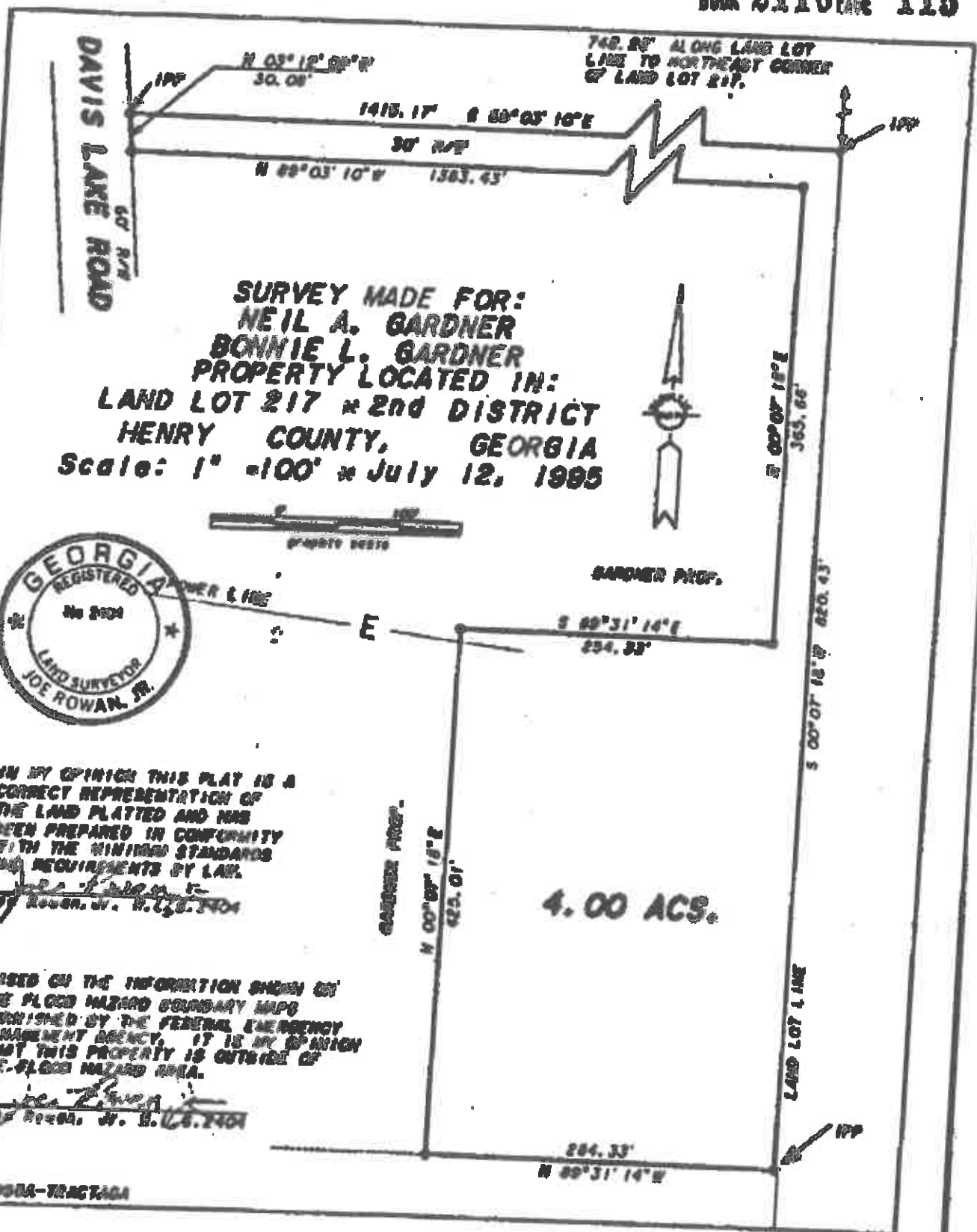
IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS BY LAW.

Joe Rowan, Jr.
Joe Rowan, Jr. N.C.S. 2004

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE FLOOD HAZARD AREA.

Joe Rowan, Jr.
Joe Rowan, Jr. N.C.S. 2004

0710900A-TRACTADA



Return to: Mr. & Mrs. James Robert Gardner
133 Colvin Drive
Lenox Grove, Ga. 30246

STATE OF GEORGIA, Henry County

IN CONSIDERATION of the Deed of 21-95 and Love and Affection, being a deed of 21-95
BORN to Mr. & Mrs. JAMES ROBERT GARDNER and MABLE F. GARDNER
of the County of Henry do hereby sell and convey unto
NEIL A. GARDNER and BONNIE L. GARDNER
of the County of Henry their love and affection, a part or parcel
of land, which is described as follows:

All that tract or parcel of land containing four (4) acres, lying and being
in Land Lot 217 of the 2nd District of Henry County, Georgia, per plat of survey
made for Neil A. Gardner and Bonnie L. Gardner by Joe Brown, Jr., Registered
Land Surveyor, dated July 12, 1995. A copy of said plat is attached hereto,
marked EXHIBIT "A", and by reference made a part hereof for description and
all other legal purposes.

RECORDED
FILED
JUL 18 1 27 PM '95

FILED
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

HENRY COUNTY GEORGIA
DEED RECORDS SECTION
INDEXED
7-18-95

To Have and to hold said land and appurtenances unto and
NEIL A. GARDNER and BONNIE L. GARDNER, their

heirs, executors, administrators, and assigns, in fee simple.

_____ do warrant the title to said land against the lawful claims of all persons.
In Witness Whereof _____ have hereunto set _____ hand, seal and affixed _____ seal &
this the 17th day of July 1995

Signed, sealed and delivered in the presence of:

James Robert Gardner
JAMES ROBERT GARDNER (S.S.)
Mable F. Gardner
MABLE F. GARDNER (S.S.)
PROVINCIAL PUBLIC Notary Public, State of Georgia, My Commission Expires _____

Neil A. Gardner
NEIL A. GARDNER (S.S.)
Bonnie L. Gardner
BONNIE L. GARDNER (S.S.)

STATE OF GEORGIA, Henry County

IN CONSIDERATION of the sum of \$1.00 and Love and Affection, being a deed of Gift
DONORS to Us paid Us, **JAMES ROBERT GARDNER and MARIE F. GARDNER**
of the County of Henry do hereby sell and convey unto
NEIL A. GARDNER and BONNIE L. GARDNER

of the County of Henry their heirs and assigns, a tract or parcel
of land, which is described as follows:

All that tract or parcel of land containing four (4) acres, lying and being
in land lot 217 of the plat of Henry County, Georgia, as per plat of survey
made for Neil A. Gardner and Bonnie L. Gardner by Joe Rowan, Jr., Registered
Land Surveyor, dated July 12, 1995. A copy of said plat is attached hereto,
marked EXHIBIT "A", and by reference made a part hereof for description and
all other legal purposes.

FILED IN DEPT. OF REVENUE
7-20-95
CLERK *Barbara S. Taylor*
Jul 18 1 27 PM '95

FILED IN OFFICE
SUPERIOR COURT
HENRY COUNTY, GA.

HENRY COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID *Love and Affection*
DATE 7-18-95
Barbara S. Taylor
Clerk of Superior Court

To Have and to Hold said land and appurtenances unto said
NEIL A. GARDNER and BONNIE L. GARDNER, their

heirs, executors, administrators, and assigns, in fee simple.

Witness the title to said land against the legal claims of all persons

being, containing, administration, and charges, in fee simple.

_____ warrant the title to said land against the lawful claims of all persons.

In Witness Whereof, We _____ have hereunto set OUR _____ hand & affixed our seal & date the 17th day of July 1995

Witness sealed and delivered in the presence of:

Kathy Elder

UNOFFICIAL WITNESS

Carol Hagan

NOTARY PUBLIC: Nancy Pugh, Spalding County, Georgia
MY COM: EXP: My Commission Expires October 15, 1998

James R. Gardner

James Robert Gardner (L.S.)

Mable F. Gardner

Mable F. Gardner (L.S.)

013746

RETURN TO: S. Y. ELLIS, ATTORNEY AT LAW
35 Griffin Street
Savannah, Ga. 31403

4-1-98

BOOK 2845 PAGE 255

STATE OF GEORGIA
STATE OF CALIFORNIA
THIS INDENTURE,

County of Henry
County of Henry

made this 3rd day of December in the year of our
Lord Nineteen Hundred and ninety seven between MABLE F. GARDNER, ROBERT Y.
GARDNER and EARL S. GARDNER of the county of Henry of the first part,
and NEIL A. GARDNER of the County of Henry of the second part:

WITNESSETH that the said part one of the first part, for and in consideration of the sum of
ONE DOLLAR

in hand paid, the receipt whereof is acknowledged, he a bargained, sold and by these presents does
releas, release and forever quitclaim to the said part y of the second part his heirs and
assigns, all the right, title, interest, claim or demand the said part ion of the first part has or may have
had in and to

All that tract or parcel of land lying and being in Land Lot 217 of
the 2nd District of Henry County, Georgia, being the southern 24.191 acre tract
of land shown on plat of survey made for James Gardner by Joe Rowan, Jr.,
Registered Land Surveyor, dated July 11, 1995, of record in Deed Book 26, Page
183, in Office Clerk Superior Court said County of Henry. Said plat and the
record thereof being incorporated herein by reference for description and all
other legal purposes.

LESS AND EXCEPT THEREFROM THE PROPERTY DESCRIBED AS FOLLOWS:

All that tract or parcel of land containing four (4) acres, lying and
being in Land Lot 217 of the 2nd District of Henry County, Georgia, per plat
of survey made for Neil A. Gardner and Bonnie L. Gardner by Joe Rowan, Jr.,
Registered Land Surveyor, dated July 12, 1995, of record in Deed Book 2116,
Page 115, in Office Clerk Superior Court said County of Henry. Said plat and
the record thereof being incorporated herein by reference for description and
all other legal purposes.

REC'D - 4-1-98
APR 1 8 46 AM '98
S. Y. ELLIS
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA.

REAL ESTATE TRANSFER TAX
PAID - 0 - None
DATE 4-1-98
David L. Taylor
Clerk of Superior Court

With all the rights, members and appurtenances in and to the said premises in anywise appertaining or be-
longing.

To HAVE AND HOLD the said described premises unto the said party of the second part his
heirs and assigns, so that neither the said parties of the first part nor their heirs, nor any other
person or persons claiming under them shall at any time, by any means or ways, have, claim, or demand
any right, title or interest in or to the aforesaid described premises or its appurtenances, or any rights thereof.

In WITNESS WHEREOF, the said Parties of the First Part has hereunto at their
hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in presence of
Margaret McAllister
Margaret MacCall
Margaret MacCall
My Commission expires _____
Notary Public

Mable F. Gardner (SEAL)
Robert Y. Gardner (SEAL)
Earl S. Gardner (SEAL)



Over for other signature

Signed, Sealed and Delivered in the presence of:

Leanne Mc Kibbe
Unofficial Witness

[Signature]
Robert F. Gardner (SEAL)

WALL
Notary Public *D. E. STONKA*
My Commission expires: *11/15/98*



Signed, Sealed and Delivered in the presence of:

Leanne Mc Kibbe
Unofficial Witness

Earl S. Gardner
Earl S. Gardner (SEAL)

WALL
Notary Public *D. E. STONKA*
My Commission expires: *11/15/98*



QUITCLAIM DEED

Robert F. Gardner and Earl S. Gardner

Hell A. Gardner

CLERK'S OFFICE, SUPERIOR COUNTY
GEORGIA, HINDY COUNTY

APR 1 1998

APR 1 1998

APR 1 1998

D. E. STONKA
ATTORNEY AT LAW
MARIETTA, GA.



EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which publishes the Henry Herald, published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 627543
Name and File No.: PUBLIC HEARING 1/21/20
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
01/01/20 Wed

Public Hearing Notice
City of Locust Grove
January 21, 2020
6:00 PM
Locust Grove Public
Safety Building
3840 Highway 42 South
Locust Grove, GA 30248

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Tuesday, January 21, 2020 at 6:00 PM, will conduct public hearings for the purpose of the following:

ANNEXATION & REZONING
RZ-19-10-01 Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02086000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

RZ-19-10-02 Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02085000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

The public hearings will be held in the Locust Grove Public Safety Building, located at 3840 Highway 42 South.

Daunté Gibbs
Community Development Director - City of Locust Grove
828-627543, 1/1/20

Robert D. McCray, SCNI Vice President of Sales and Marketing

Dawn Ward

By Dawn Ward
Legal Advertising Clerk

Sworn and subscribed before me 01/02/20

Tina Partridge

Notary Public



AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Richard Cook, who, after being duly sworn, testifies as follows:

1.

My name is Richard Cook. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02066000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

3.

Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02065000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

4.

On the 30th day of December 2019, I, Richard Cook, posted double-sided sign notifications on the properties advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21st day of January, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:33 PM at Davis Lake Road (Parcel: 128-02066000)
- 2) Double-sided signs posted at 12:39 PM at 342 Davis Lake Road (Parcel: 128-02065000)

FURTHER AFFIANT SAYETH NOT.

This 31st day of December 2019.

Richard M Cook
Affiant

Sworn and subscribed before me
this 31 day of December, 2019

Marney Moore
Notary Public

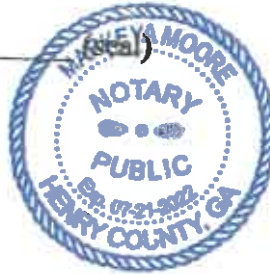


Exhibit "A"



PUBLIC
NOTICE

12 30 2019 12 39

RTG

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)
TO: City RA (residential agricultural)

DATE: January 21, 2020
TIME: 6:00 P.M.

For information, please call:
(770) 692-2321 or visit
www.locustgrove-ga.gov

NOTICE

12 30 2019 12 39

PUBLIC NOTICE

City of Leeport Grove
Leeport Grove, Georgia
Leeport Grove, Georgia
Leeport Grove, Georgia

ANNEXATION & REZONING

FOR THE CITY OF LEEPORT GROVE
1000 1/2 LEEPORT GROVE ROAD
ANNEXATION & REZONING
DATE: JANUARY 21, 2020
TIME: 6:00 P.M.

NOTICE

12.30.2019 12:33

PUBLIC

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)

TO: City RA (residential agricultural)

DATE: January 21, 2020

TIME: 6:00 P.M.

NOTICE

For information, please call:

(770) 692-2321 or visit

www.locustgrove-ga.gov

12.30.2019 12:33



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance for annexation of 24.19 +/- acres from Neil A. Gardner and Bonnie L. Gardner located at 342 Davis Lake Road (Parcel ID - 128-02065000) in Land Lot 217 of the 2nd District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: January 1, 2020

Budget Item: No

Date Received: October 24, 2019

Application Accepted: December 2, 2019

Workshop Date: January 21, 2020

Regular Meeting Date: February 10, 2020

Discussion:

Neil A. Gardner and Bonnie L. Gardner requests annexation of 24.19 +/- acres located at 342 Davis Lake Road (Parcel ID - 128-02065000) in Land Lot 217 of the 2nd District utilizing the 100% method per O.C.G.A. §36-36-20. The property is currently zoned RA (Residential Agricultural) and will remain so if incorporated into the City. The application was accepted by the City Council at the December 2, 2019 meeting and the Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.

Recommendation:

Staff recommends approval of the applicant's request.

I MOVE TO (approve/deny/table) THE ORDINANCE FOR ANNEXATION FROM NEIL A. GARDNER AND BONNIE L. GARDNER FOR PROPERTY LOCATED AT 342 DAVIS LAKE ROAD (PARCEL ID - 128-02065000) IN LAND LOT 217 OF THE 2ND DISTRICT.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-01

ANNEXATION & REZONING

Property Information

Tax ID	128-02065000
Location/address	Land Lot 217 of the 2nd District 342 Davis Lake Road
Parcel Size	24.19 +/- acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Single-family dwelling / unincorporated Henry County
Future Land Use	Medium-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Neil A. Gardner and Bonnie L. Gardner of Locust Grove, GA, owners (the "Applicants") of a tract of land located at 342 Davis Lake Road (Parcel ID - 128-02065000) seek to annex their property into the incorporated limits of the City of Locust Grove in Land Lot 217 of the 2nd District (the "Subject Property"). The Subject Property is approximately 24.19 +/- acres in size and contains a single-family residence along with an accessory structure, common to properties used for residential agricultural purposes. The Applicants are utilizing the 100% method per O.C.G.A. §36-36-20.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove. The application was accepted by the City Council at the December 2, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-01

ANNEXATION & REZONING

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

Police Services: When the Subject Property is annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
 - (3) Consistency with the Land Use Plan. Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3.* Page 269.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-01

ANNEXATION & REZONING

intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.

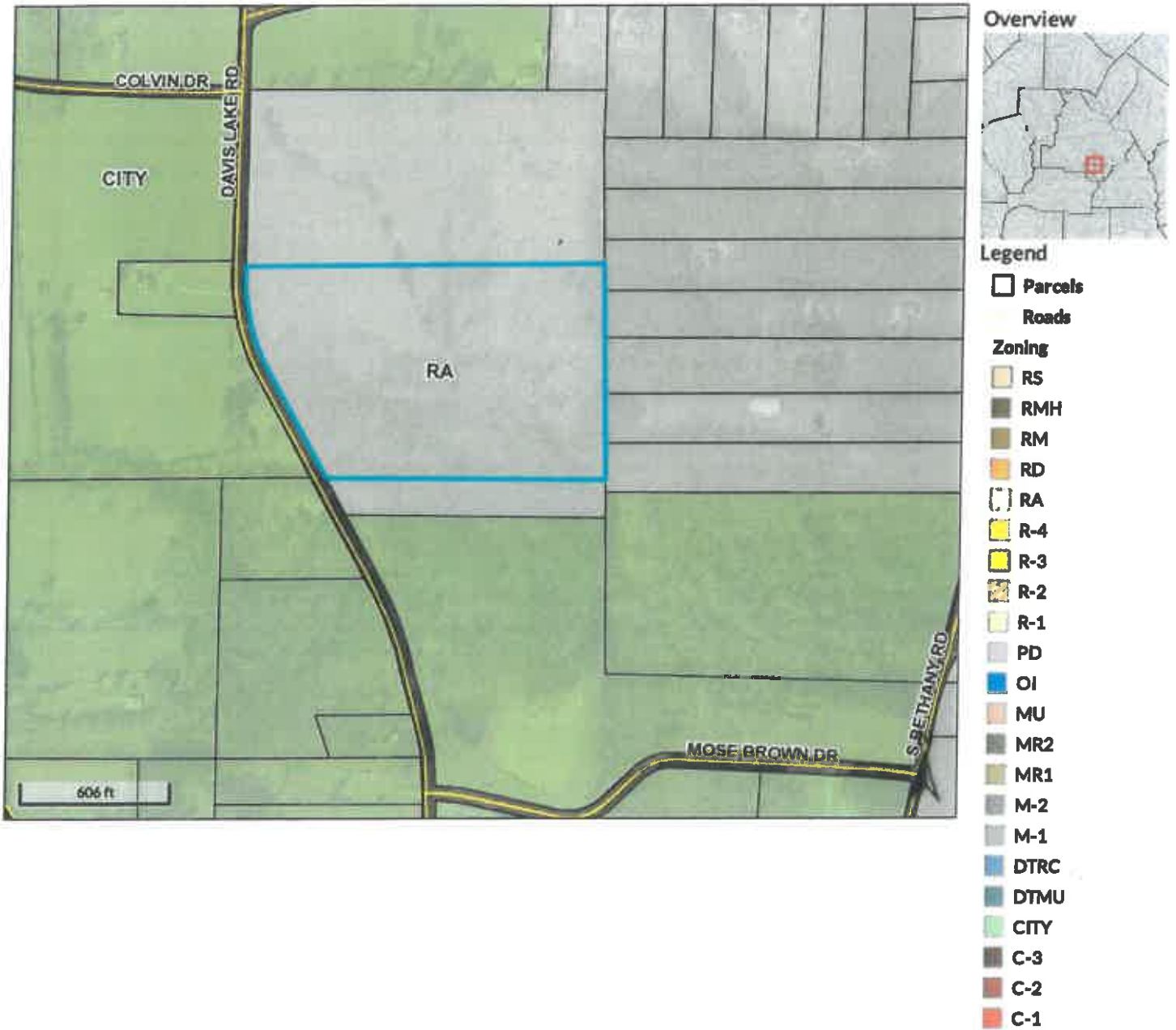
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (Residential Agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.

Recommendation

Staff recommends APPROVAL of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.

Future Land Use - Henry County

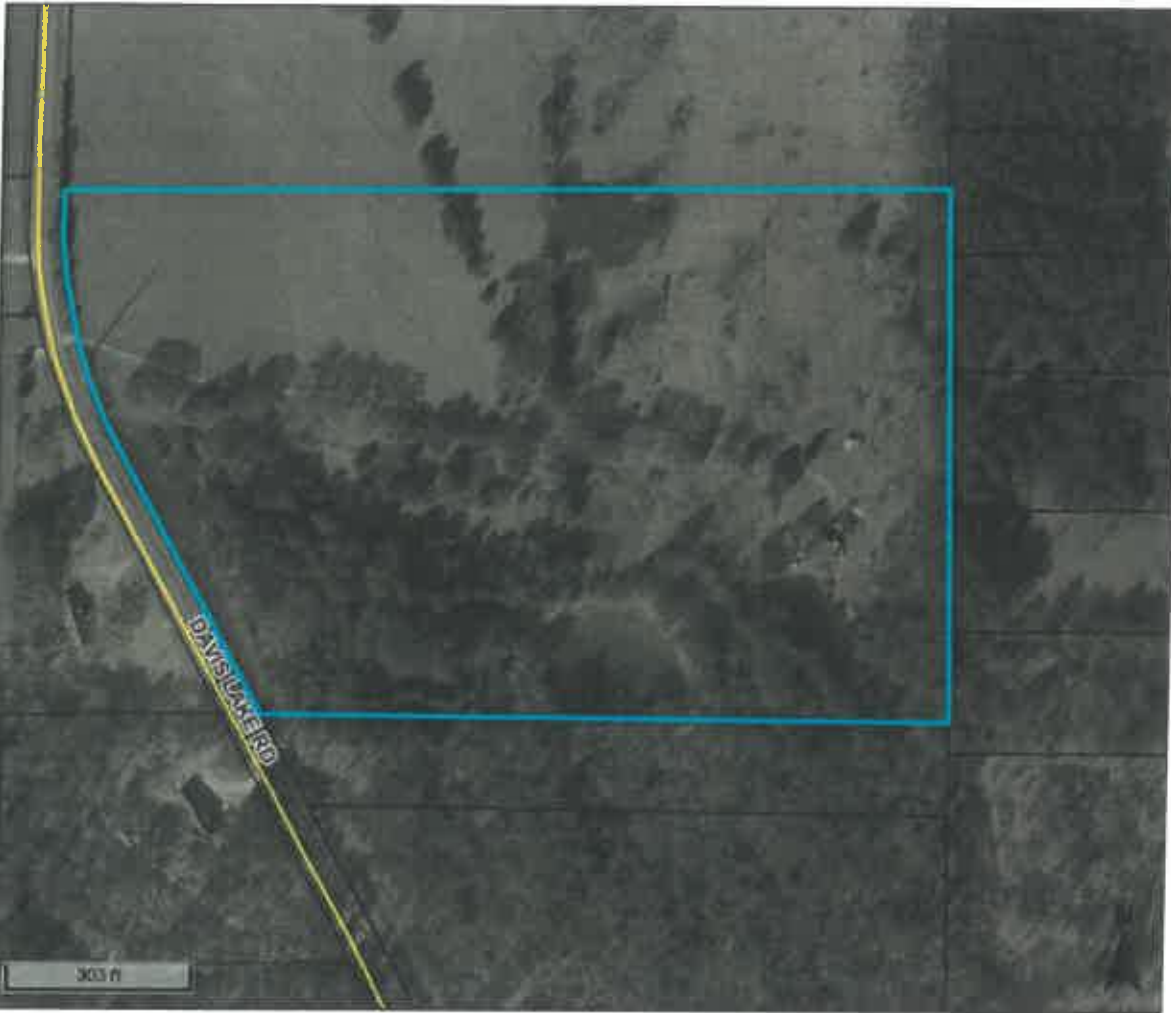




Parcel ID	128-02065000	Class	V	Owner	GARDNER NEIL A & BONNIE L	Land Value:	\$222,500								
Property Address	342 DAVIS LAKE RD	Acres	24.19	Address	342 DAVIS LAKE ROAD	Building Value:	\$244,900	Last 2 Sales Date	8/23/2001	Price	\$0	Reason	n/a	Qual	U
District	County/Unincorp				LOCUST GROVE GA 30248	Misc Value:	\$0	7/17/1995	\$0	LOVE&AFFEC	U				
						Total Value:	\$467,400								

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

This zoning map is subject to change at any time. The official version of the Zoning map resides within the Henry County Planning and Zoning Department. Please contact the Henry County Planning and Zoning Office at 770-288-7526 to verify current zoning.



Overview



Legend

-  Parcels
-  Roads

Parcel ID	128-02065000	Class	V	Owner	GARDNER NEIL A & BONNIE L	Land Value:	\$222,500								
Property Address	342 DAVIS LAKE RD	Acreage	24.19	Address	342 DAVIS LAKE ROAD	Building Value:	\$244,900	Last 2 Sales							
District	County/UnIncorp				LOCUST GROVE GA 30248	Misc Value:	\$0	Date	8/23/2001	Price	\$0	Reason	n/a	Qual	U
						Total Value:	\$467,400	7/17/1995	\$0	LOVE&AFFEC	U				

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 1/7/2020
 Last Data Uploaded: 1/6/2020 11:54:30 PM

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX PROPERTY INTO THE CITY OF LOCUST GROVE PURSUANT TO CHAPTER 36 OF TITLE 36 OF *THE OFFICIAL CODE OF GEORGIA ANNOTATED*; TO PROVIDE FOR APPROPRIATE ENTRIES UPON OR ADDITIONS TO THE OFFICIAL MAP OF THE CITY AND ALL OTHER RECORDS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE OF ANNEXATION; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

SECTION 1.
ANNEXATION.

Neil A. Gardner, Bonnie L. Gardner, and Earl S. Gardner (the “Applicants”) petitioned the City to annex properties located at 342 Davis Lake Road and Davis Lake Road consisting of approximately 24.19 +/- acres each (Parcel IDs-128-02065000 and 128-02066000), totaling 48.38 +/- acres, located in Land Lot 217 of the 2nd District (the “Properties”) as shown in the Boundary Survey attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex the Property into the City of Locust Grove on October 24, 2019 as shown in the application attached hereto as **Exhibit B**; and,

WHEREAS, the Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on December 2, 2019; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their December 17, 2019 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on January 21, 2020 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Property retain the same zoning in the City (RA: Residential Agricultural) that it had in the County (RA: Residential Agricultural), addressed under a separate action; and,

WHEREAS, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report.

SECTION 2.

OFFICIAL MAP AND RECORDS.

The Mayor and City Clerk are hereby directed to make entries upon or additions to the official map of the City and all other records to the extent necessary to reflect the annexation of property contemplated herein.

SECTION 3.

SEVERABILITY.

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause, or phrase were not originally part of the ordinance.

SECTION 4.

REPEAL OF CONFLICTING PROVISIONS.

Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5.

EFFECTIVE DATE OF ANNEXATION.

- A. Annexation pursuant to this ordinance shall become effective on the first day of the month following adoption of this ordinance.
- B. Notwithstanding the foregoing, no property located in the annexed area shall be subject to ad valorem taxation by the City until January 1st of the year following the effective dates solely for the purpose of determining enrollment in any independent school system operating in the City.

**THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY
ORDAINS:**

- () That the Applicant's request for annexation is hereby **APPROVED**.
- () That the Applicant's request in said application is hereby **DENIED**.

SO ORDAINED by the Council of this City this 10th day of February 2020.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Prepared by:
 Joe B. Rowan, Jr.
 Henry Co. Surveyor
 McDonough, Georgia
 Tel. 800-454-2024

DAVIS LAKE

ROAD

24.191
 ACRES
 TRACT A

24.191
 ACRES
 TRACT B

L.L. 230
 L.L. 212
 L.L. 231
 L.L. 218

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD ZONING MAP FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE FLOOD HAZARD AREA.

Joe Rowan, Jr. R.L.S. 2404



Filed in office this the 14th
 day of July, 19 97

at McDonough, Georgia

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT 715.622 FEET.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND ANGULAR ERROR OF 6.25" IS PER ANGLE POINT AND WAS ADJUSTED USING TRANSIT RULE.

PD 24 PG 183

THIS MAP OR PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS BY LAW.

Joe Rowan, Jr. R.L.S. 2404

SURVEY MADE FOR:
JAMES GARDNER
 PROPERTY LOCATED IN:
 LAND LOT 217 - 2nd DISTRICT
 HENRY COUNTY, GEORGIA
 Scale: 1" = 200' on July 11, 1995



Graphic Scale

JOB: 07100864

EXHIBIT B

**APPLICATION FOR ANNEXATION UNDER
THE ONE HUNDRED PERCENT (100%) METHOD**

Date of Submission: 7-26-19

Received: 10/24/19
by Com. Dev. Dept. *DES*

To the Mayor and City Council of the City of Locust Grove, Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Locust Grove, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-20) to the existing corporate limits of Locust Grove, Georgia, and the description of such territory is hereto attached as Exhibit A.

OWNERS NAME(S) Gardner Earl S & Neil

PROPERTY LOCATION Davis Lake Road

PHONE NUMBER ~~770~~ 404-372-9534

ALTERNATE PHONE 805-341-0420

LAND LOT/DISTRICT LLOT 1217 L. Dist 2

ACREAGE 24.19

MAP CODE NO. 128-02066000

ZONING CLASSIFICATION _____

SIGNATURE(S) Earl S. Gardner Date 7-26-19

Neil Gardner Date _____

All property owners must sign as their name appears on the Deed.

BOOK 008921
FILED IN OFFICE
04/09/2009 02:19 PM
BK:11274 PG:201-202
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY

After recording, return to:
Neil A. Gardner
342 Davis Lake Road
Logan Grove, Georgia 30248

STATE OF GEORGIA REAL ESTATE TRANSFER TAX
TAX ID: 00.00

COUNTY OF Henry 8-010391
OFFICE 076-200

EXECUTOR'S DEED

THIS INDENTURE is made as of the 1st day of December 2008, between NEIL GARDNER, as Executor under the Last Will and Testament of Mable F. Gardner (hereinafter referred to as "Deceased") - late of Henry County, Georgia (hereinafter referred to as "Grantor") EARL STANTON GARDNER and ROBERT FREEMAN GARDNER (hereinafter referred to as "Grantees") ("Grantor" and "Grantees" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR (acting under and by virtue of the power and authority contained in the Last Will and Testament of the Deceased, it having been duly probated and recorded in the Court of Probate of Henry County, Georgia), for and in consideration of love and affection and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all of Grantor's interest in and to that tract or parcel of land lying and being in Land Lot 217 of the 2nd District of Henry County, Georgia (hereinafter referred to as the "Land"), as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

On February 28, 2008, Mable Gardner passed away owning a one-half (1/2) interest in the Land in fee simple and a life estate interest in the remaining one-half (1/2). Pursuant to her death, her life estate interest ceased to exist and the one-half (1/2) interest subject to Mable Gardner's life estate interest in the Land was divided equally between her sons, Neil Gardner, Earl Gardner and Robert Gardner. The purpose of this deed is to grant Mable Gardner's one-half (1/2) fee simple interest in the Land to Earl Gardner and Robert Gardner.

TO HAVE AND TO HOLD the 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 Grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

Preparer has not performed a title examination or confirmed the legal description, and as such, makes no representation with regard to the same.

EXECUTED under seal as of the date above.

signed, sealed and delivered in the presence of:

Debra Beckman

GRANTOR:

Neil A. Gardner

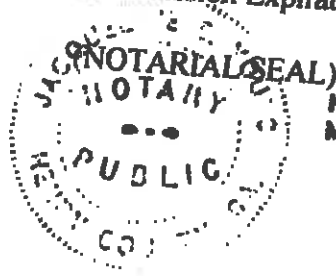
BOOK 011274 PAGE 201

William Cochran
Unofficial Witness

Neil A. Gardner
Neil A. Gardner, Executor
Under the Last Will and Testament of
Mable F. Gardner, deceased

Jacqueline S. Young
Notary Public

Commission Expiration Date:



Notary Public, Henry County, Georgia
My Commission Expires 9-4-2010

BOOK PAGE

011274 0202

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 217 of the 2nd District of Henry County, Georgia, being a 24.191 acre tract of land shown on Plat of survey made for James Gardner by Joe Rowan, Jr., Registered Land Surveyor, dated July 11, 1995, of record in Plat Book 26, Page 183, in the Office of the Clerk of Superior Court of said County of Henry. Said Plat and the record therefore being incorporated herein by reference for description and all other legal purposes.

Doc ID: 01545000002 Type: VO
Recorded: 04/18/2012 at 02:36:30 PM
Fee Amt: \$82.50 Page 1 of 2
Transfer Tax: \$50.00
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 12488 PG 316-317

Return Recorded Document to:
Brykstein & Bentley, P.C.
827 Fairways Court, Suite 100
Stockbridge, GA 30281

BB#: 21224426

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Henry

PT-61 075-20 12 -2785

THIS INDENTURE, made the 27th day of March, 2012, between Robert Freeman Gardner, as party of the first part, hereinafter called Grantor, and Earl Stanton Gardner, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said Grantee, All of Grantor's five twelfth's (41.667%) undivided interest in and to:

All that tract or parcel of land lying and being in Land lot 217 of the 2nd District of Henry County, Georgia, being a 24.181 acre tract of land shown on Plat of survey made for James Gardner by Joe Rowan, Jr., Registered Land Surveyor, dated July 11, 1995, of record in Plat Book 26, page 183, in the Office of the Clerk of Superior Court of said County of Henry. Said plat and the record therefore being incorporated herein by reference for description and all other legal purposes.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

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

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

Signed, sealed and delivered in the presence of:

Witness
Notary Public

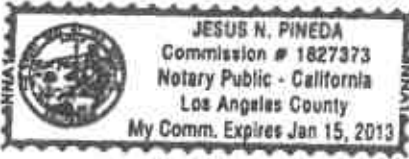
Robert Freeman Gardner

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)ss
On MARCH, 29, 2012 before me
JESUS N PINEDA Notary Public,
personally appeared ROBERT FREEMAN GARDNER

~~personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) of the entity upon behalf of which the person(s) acted, executed the instrument.~~

WITNESS my hand and official seal.
Signature 



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type WARRANTY DEED
Number of Pages 1 Date of Document 03/27/12
Signer(s) Other Than Named Above _____
RJH

EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which publishes the Henry Herald, published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: **627543**
Name and File No.: **PUBLIC HEARING 1/21/20**
a true copy of which is hereto attached, was published in said newspaper on the following date(s):
01/01/20 Wed

Public Hearing Notice
City of Locust Grove
January 21, 2020
6:00 PM
Locust Grove Public
Safety Building
3640 Highway 42 South
Locust Grove, GA 30246

Notice is hereby given as required by Chapter 56 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Tuesday, January 21, 2020 at 6:00 PM, will conduct public hearings for the purpose of the following:

ANNEXATION & REZONING
RZ-19-10-01 Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02066000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

RZ-19-10-02 Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02065000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

The public hearings will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

Daunté Gibbs
Community Development Director - City of Locust Grove
928-627543, 1/1/20

Robert D. McCray, SCNI Vice President of Sales and Marketing

Dawn Ward

By Dawn Ward
Legal Advertising Clerk

Sworn and subscribed before me 01/02/20

Tina Partridge

Notary Public



AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Richard Cook, who, after being duly sworn, testifies as follows:

1.

My name is Richard Cook. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02066000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

3.

Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02065000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

4.

On the 30th day of December 2019, I, Richard Cook, posted double-sided sign notifications on the properties advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21st day of January, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:33 PM at Davis Lake Road (Parcel: 128-02066000)
- 2) Double-sided signs posted at 12:39 PM at 342 Davis Lake Road (Parcel: 128-02065000)

FURTHER AFFIANT SAYETH NOT.

This 31st day of December 2019.

Richard M Cook
Affiant

Sworn and subscribed before me
this 31 day of December, 2019

Maney Moore
Notary Public

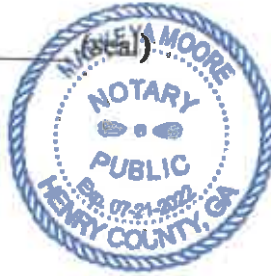


Exhibit "A"



PUBLIC
NOTICE
[Small text and logo]

12 30 2019 12:39

BTTG

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)

TO: City RA (residential agricultural)

DATE: January 21, 2020

TIME: 6:00 P.M.

NOTICE

For information, please call:
(770) 692-2321 or visit
www.locustgrove-ga.gov

12.30.2019 12:39

PUBLIC NOTICE

City of Lochust Grove
City Council Meeting
at the Lochust Grove
Municipal Center, 201 S. 1st St.
Lochust Grove, WI 53040

ANNEXATION & REZONING

Presenting an ordinance to
rezone the subject property
located at the address specified
below, January 21, 2020
Time: 6:00 P.M.

NOTICE

12 30 2019 12:33

PUBLIC

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)

TO: City RA (residential agricultural)

DATE: January 21, 2020

TIME: 6:00 P.M.

NOTICE

For information, please call:

(770) 692-2321 or visit

www.locustgrove-ga.gov

12.30.2019 12:33



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance to rezone 24.19 +/- acres located at 342 Davis Lake Road (Parcel ID - 128-02065000) in Land Lot 217 of the 2nd District from unincorporated Henry County RA (Residential Agricultural) to incorporated City of Locust Grove RA (Residential Agricultural).

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: January 1, 2020

Budget Item: No

Date Received: October 24, 2019

Application Accepted: December 2, 2019

Workshop Date: January 21, 2020

Regular Meeting Date: February 10, 2020

Discussion:

Neil A. Gardner and Bonnie L. Gardner requests rezoning of approximately 24.19 +/- acres located at 342 Davis Lake Road (Parcel ID - 128-02065000) in Land Lot 217 of the 2nd District from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) City of Locust Grove. The application was accepted by the City Council at the December 2, 2019 meeting and the Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.

Recommendation:

Staff recommends approval of the rezoning.

I MOVE TO (approve/deny/table) THE REZONING OF 342 DAVIS LAKE ROAD (PARCEL ID - 128-02065000) IN LAND LOT 217 OF THE 2ND DISTRICT FROM RA (RESIDENTIAL AGRICULTURAL) IN UNINCORPORATED HENRY COUNTY TO RA (RESIDENTIAL AGRICULTURAL) INCORPORATED CITY OF LOCUST GROVE.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-01

ANNEXATION & REZONING

Property Information

Tax ID	128-02065000
Location/address	Land Lot 217 of the 2 nd District 342 Davis Lake Road
Parcel Size	24.19 +/- acres
Current Zoning	RA (County Residential Agricultural) to RA (City Residential Agricultural)
Request	Annex RA-zoned property in unincorporated Henry County into the City of Locust Grove with an RA zoning
Proposed Use	Residential Agricultural
Existing Land Use	Single-family dwelling / unincorporated Henry County
Future Land Use	Medium-Density Residential (unincorporated Henry County)
Recommendation	Approval

Summary

Neil A. Gardner and Bonnie L. Gardner of Locust Grove, GA, owners (the "Applicants") of a tract of land located at 342 Davis Lake Road (Parcel ID - 128-02065000) seek to annex their property into the incorporated limits of the City of Locust Grove in Land Lot 217 of the 2nd District (the "Subject Property"). The Subject Property is approximately 24.19 +/- acres in size and contains a single-family residence along with an accessory structure, common to properties used for residential agricultural purposes. The Applicants are utilizing the 100% method per O.C.G.A. §36-36-20.

The Subject Property is zoned RA (residential agricultural) in the unincorporated area of Henry County. It is the intent of the Applicants to retain this RA (residential agricultural) zoning designation in the City of Locust Grove. The application was accepted by the City Council at the December 2, 2019 meeting. The Henry County Board of Commissioners raised no objections to this annexation during their December 17, 2019 meeting.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-01

ANNEXATION & REZONING

Service Delivery / Infrastructure

Water and Sewer: The Subject Property is currently served by county water and a septic tank and is expected to remain so if annexed into the City. The Subject Property is located within the Tussahaw Creek Watershed Protection Area and must meet the guidelines set forth in *Section 17.04.040* of the Code of Ordinance, City of Locust Grove, Georgia.

Police Services: When the Subject Property is annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request given the single-family residence is already in existence. Single-family detached dwellings typically generate 9.5 trips on an average weekday¹.

Criteria for Evaluation of Rezoning Request

Section 17.04.315 Procedure for Hearing before City Council.

- (a) All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:
- (1) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community. Discussion: No impacts on the character of the particular area are anticipated as a result of this request given the zoning on the Subject Property is going from RA-County to RA-City as part of an annexation request.
 - (2) The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter. Discussion: The request will continue the residential/agricultural use of the Subject Property as it transitions from the unincorporated area of Henry County into the city limits of Locust Grove.
 - (3) Consistency with the Land Use Plan. Discussion: The request is consistent with the County's Future Land Use Plan and development patterns in the immediate areas. It is reasonable to assume changes in the development patterns to higher density and more

¹ Institute of Transportation Engineers. *Trip Generation, 7th Edition, Volume 2 of 3.* Page 269.



REZONING EVALUATION REPORT

January 21, 2020

FILE: RZ-19-10-01

ANNEXATION & REZONING

intensive uses for this area as availability to sanitary sewer is introduced in the near future when the Davis Lake Interceptor comes online.

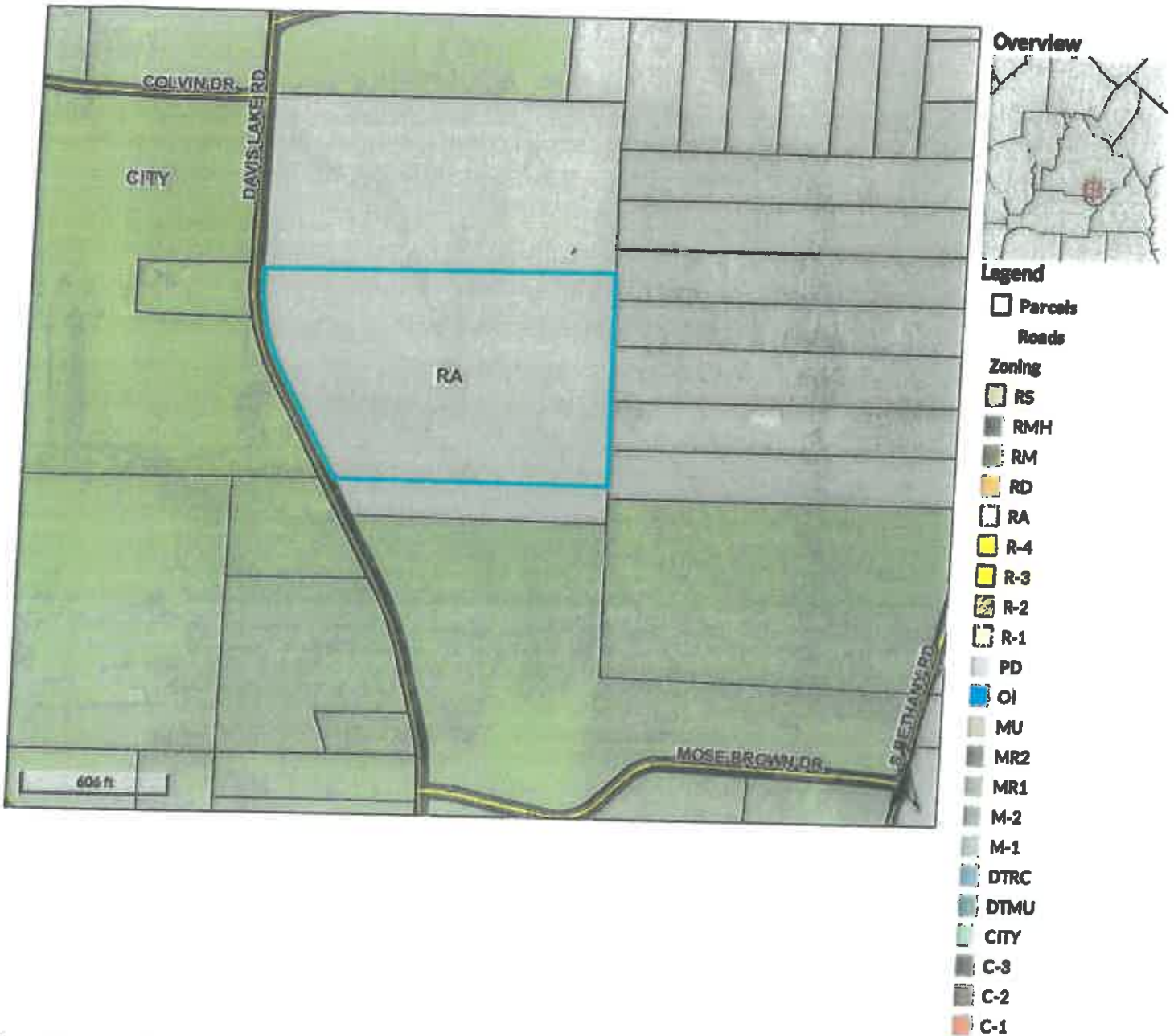
- (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** Discussion: There are no impacts to the City's infrastructure given the lot is already developed under its present zoning and is seeking to establish an equivalent zoning in the City.
- (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Discussion: No impacts are anticipated as a result of granting this request.
- (6) **The impact upon adjacent property owners should the request be approved.** Discussion: There are no plans to change the manner in which the Subject Property is utilized; therefore, impacts on adjacent property owners should be no more than they are at present.
- (7) **The ability of the subject land to be developed as it is presently zoned.** Discussion: Currently, the Subject Property contains a single-family dwelling and detached accessory buildings; all of which are consistent with permitted uses granted by the RA (Residential Agricultural) zoning district both in the City and unincorporated County.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** Discussion: There are no known physical conditions or limitations that could preclude the use of the Subject Property, in fact, there exists a single-family residence on the site in accordance with the permitted uses in the RA zoning district.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** Discussion: The merits are consistent with both the City's zoning ordinance and with future and existing development patterns in the area.

Recommendation

Staff recommends APPROVAL of this request to annex the Subject Property and rezone it to RA (residential agricultural) once in the City.

Future Land Use - Henry County





Parcel ID	128-02065000	Class	V	Owner	GARDNER NEIL A & BONNIEL	Land Value:	\$222,500								
Property Address	342 DAVIS LAKE RD	Acreeage	24.19	Address	342 DAVIS LAKE ROAD	Building Value:	\$244,900	Last 2 Sales							
District	County/Unincorp			Address	LOCUST GROVE GA 30248	Misc Value:	\$0	Date	8/23/2001	Price	\$0	Reason	n/a	Qual	U
						Total Value:	\$467,400	7/17/1995	\$0	LOVE&AFFEC					

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purposes. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

This zoning map is subject to change at any time. The official version of the Zoning map resides within the Henry County Planning and Zoning Department. Please contact the Henry County Planning and Zoning Office at 770-289-7526 to verify current zoning.



Legend
 Parcels
 Roads

Parcel ID	128-02065000	Class	V	Owner	GARDNER NEIL A & BONNIE L	Land Value:	\$222,500								
Property Address	342 DAVIS LAKE RD	Acreege	24.19	Address	342 DAVIS LAKE ROAD	Building Value:	\$244,900	Last 2 Sales							
District	County/Unincorp				LOCUST GROVE GA 30248	Misc Value:	\$0	Date	8/23/2001	Price	\$0	Reason	n/a	Qual	U
						Total Value:	\$467,400		7/17/1995	\$0		LOVE&AFFEC	U		

Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County Courthouse or can be determined by employing the services of a licensed surveyor.

Date created: 1/7/2020
 Last Data Uploaded: 1/6/2020 11:54:30 PM

Developed by Schneider

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 48.38 ACRES LOCATED AT 342 DAVIS LAKE ROAD AND DAVIS LAKE ROAD IN LAND LOT 217 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, Neil A. Gardner, Bonnie L. Gardner, and Earl S. Gardner (the “Applicants”) petitioned the City to annex properties located at 342 Davis Lake Road and Davis Lake Road consisting of approximately 24.19 +/- acres each (Parcel IDs-128-02065000 and 128-02066000), totaling 48.38 +/- acres, located in Land Lot 217 of the 2nd District (the “Properties”) attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex the Property into the City of Locust Grove on October 24, 2019 as shown in the application attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the Mayor and City Council of the City of Locust Grove approved a Resolution accepting the application for annexation on December 2, 2019; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their December 17, 2019 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on January 21, 2020 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Property retain the same zoning in the City (RA: Residential Agricultural) that it had in the County (RA: Residential Agricultural), addressed under a separate action; and,

WHEREAS, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report.

THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:

1.

- That the request for rezoning is hereby **APPROVED**.
- That the request for rezoning is hereby **DENIED**.

2.

That the use of the Property is subject to:

- The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.
- The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.
- If no **Exhibit D** is attached hereto, then the property is zoned without conditions.

3.

That, if the request is granted, the official zoning map for the City is hereby amended to reflect such zoning classification for the property.

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 10th day of February 2020.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Prepared by:
 JAMES GARDNER, JR.
 1000 W. 20th Street
 Marietta, Georgia 30060
 Tel. 404-585-2010

DAVIS
 LAKE
 ROAD

24.191
 ACRES
 TRACT A

24.191
 ACRES
 TRACT B

L.L.
 218

L.L.
 219

L.L.
 218

L.L.
 219

N 00°04' 16" W
 100.00' Ch.
 100.00' Arc

S 00°00' 10" E 1419.17'

N 10°17' 20" W
 100.00' Ch.
 100.00' Arc

012.15' LONG 8.00' W
 S 10°20' 15" E

1007.15'
 N 20°31' 14" W

FILED in office this 14th day of July, 1997

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD ZONING MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE FLOOD HAZARD AREA.

JAMES GARDNER, JR., R.T.S. 2000



THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT 7/16/97 FEET.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND ANGULAR ERROR OF 5.00" PER ANGLE POINT AND WAS ADJUSTED USING TRANSIT RULE.

FB 7 PG 183

THIS MAP OR PLAN IS A CORRECT REPRESENTATION OF THE LAND PLANNED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS BY L.A.S. JAMES GARDNER, JR., R.T.S. 2000

SURVEY MADE FOR:
JAMES GARDNER
 PROPERTY LOCATED IN:
 LAND LOT 217 2nd DISTRICT
 HENRY COUNTY, GEORGIA
 Scale: 1" = 200' July 11, 1995



Graphic Scale

JOB: 07100004

EXHIBIT B

APPLICATION FOR ANNEXATION UNDER
THE ONE HUNDRED PERCENT (100%) METHOD

Date of Submission: 7-26-19

Received: 10/24/19
by Com. Dev. Dept. 023

To the Mayor and City Council of the City of Locust Grove, Henry County, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the City Council annex this territory to the City of Locust Grove, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. 36-36-20) to the existing corporate limits of Locust Grove, Georgia, and the description of such territory is hereto attached as Exhibit A.

OWNERS NAME(S)

Gardner Earl S & Neil

PROPERTY LOCATION

Davis Lake Road

PHONE NUMBER

~~770~~ 404-372-9534

ALTERNATE PHONE

805-341-0420

LAND LOT/DISTRICT

LLOT: 217 L. Dist 2

ACREAGE

24.19

MAP CODE NO.

128-02066000

ZONING CLASSIFICATION

SIGNATURE(S)

Earl S. Gardner

Date 7-26-19

Neil Gardner

Date _____

All property owners must sign as their name appears on the Deed.

DOCK 008921
FILED IN OFFICE
07/09/2009 02:19 PM
BK:11274 PG:201-202
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY

After recording return to:
Neil A. Gardner
342 Davis Lake Road
Lockett Grove, Georgia 30248

STATE OF GEORGIA REAL ESTATE TRANSFER TAX
TAX ID: 80.00

COUNTY OF Henry 8-010391

EXECUTOR'S DEED

THIS INDENTURE is made as of the 1st day of December 2008, between NEIL GARDNER, as Executor under the Last Will and Testament of Mable F. Gardner (hereinafter referred to as "Grantor") and EARL STAFFORD (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR (acting under and by virtue of the power and authority contained in the Last Will and Testament of the Deceased, it having been duly probated and recorded in the Court of Probate of Henry County, Georgia), for and in consideration of love and affection and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all of Grantor's interest in and to that tract or parcel of land lying and being in Land Lot 217 of the 2nd District of Henry County, Georgia (hereinafter referred to as the "Land"), as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

On February 28, 2008, Mable Gardner passed away owning a one-half (1/2) interest in the Land in fee simple and a life estate interest in the remaining one-half (1/2). Pursuant to her death, her life estate interest ceased to exist and the one-half (1/2) interest subject to Mable Gardner's

Earl Gardner and Robert Gardner.

TO HAVE AND TO HOLD the 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 Grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

Grantor has not performed a title examination or confirmed the legal description, and as such, makes no representation with regard to the same.

EXECUTED under seal as of the date above.

signed, sealed and delivered in the presence of:

Debra Gardner

GRANTOR:

Neil A. Gardner

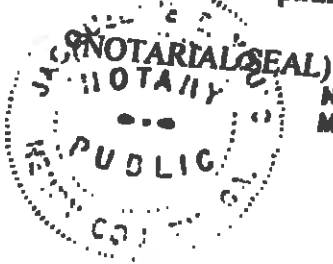
BOOK
811274

William Cochran
Unofficial Witness

Neil A. Gardner
Neil A. Gardner, Executor
Under the Last Will and Testament of
Mable F. Gardner, deceased

Jacqueline S. Young
Notary Public

Commission Expiration Date:



Notary Public, Henry County, Georgia
My Commission Expires 8-9-2010

BOOK PAGE

011274 0202

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 217 of the 2nd District of Henry County, Georgia, being a 24.191 acre tract of land shown on Plat of survey made for James Gardner by Joe Rowan, Jr., Registered Land Surveyor, dated July 11, 1995, of record in Plat Book 26, Page 183, in the Office of the Clerk of Superior Court of said County of Henry. Said Plat and the record therefore being incorporated herein by reference for description and all other legal purposes.

Doc ID: 01545000002 Type: VD
Recorded: 04/18/2012 at 02:56:30 PM
Fee Amt: \$88.60 Page 1 of 2
Transfer Tax: \$50.00
Henry, GA Clerk of Superior Court
Barbara Harrison Clerk of Court
BK 12488 PG 316-317

Return Recorded Document for
Epstein & Bentley, P.C.
827 Parkway Court, Suite 100
Stockbridge, GA 30281

BB#: 2122426

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Henry

PT-61 075-20 12 - 2785

THIS INDENTURE, made the 27th day of March, 2012, between Robert Freeman Gardner, as party of the first part, hereinafter called Grantor, and Earl Stanton Gardner, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said Grantee, All of Grantor's five twelfth's (41.667%) undivided interest in and to:

All that tract or parcel of land lying and being in Land lot 217 of the 2nd District of Henry County, Georgia, being a 24.181 acre tract of land shown on Plat of survey made for James Gardner by Joe Rowan, Jr., Registered Land Surveyor, dated July 11, 1995, of record in Plat Book 26, page 183, in the Office of the Clerk of Superior Court of said County of Henry. Said plat and the record therefore being incorporated herein by reference for description and all other legal purposes.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

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

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

Signed, sealed and delivered in the presence of:

Witness
Notary Public

Robert Freeman Gardner
Robert Freeman Gardner

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss

COUNTY OF Los Angeles

On MARCH 29, 2012

before me

JESUS N PINEDA

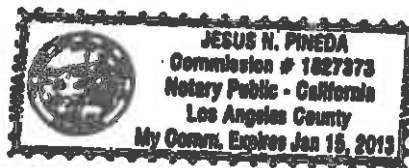
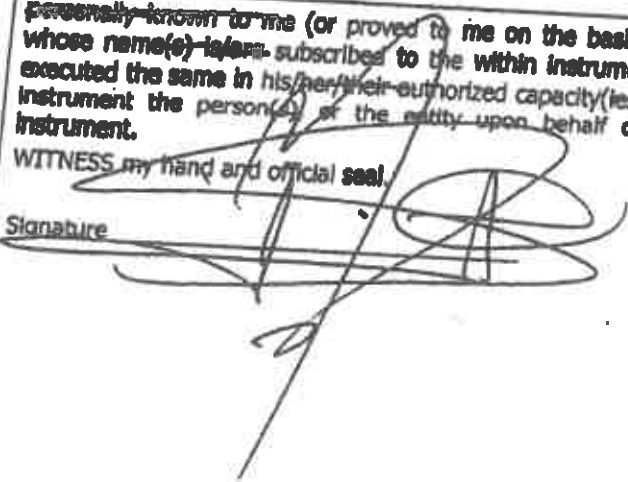
personally appeared

ROBERT FREEMAN GARDNER Notary Public,

~~personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.~~

WITNESS my hand and official seal.

Signature



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE ~~MUST~~ BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type WARRANTY DEED

Number of Pages 1 Date of Document 03/27/12

Signer(s) Other Than Named Above _____
RJA

EXHIBIT C

Henry Herald

38 Sloan Street
McDonough, Georgia 30253

Phone (770) 957-9161
Fax (770) 339-5869

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which publishes the Henry Herald, published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Public Hearing Notice
City of Locust Grove
January 21, 2020
6:00 PM
Locust Grove Public
Safety Building
3848 Highway 42 South
Locust Grove, GA 30248

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Tuesday, January 21, 2020 at 6:00 PM, will conduct public hearings for the purpose of the following:

ANNEXATION & REZONING
RZ-19-10-01 Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02066000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

RZ-19-10-02 Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02065000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

The public hearings will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

Daunté Gibbs
Community Development Director - City of Locust Grove
926-627543, 1/1/20

Ad No.: 627543

Name and File No.: **PUBLIC HEARING 1/21/20**
a true copy of which is hereto attached, was published in said newspaper on the following date(s):

01/01/20 Wed

Robert D. McCray, SCNI Vice President of Sales and Marketing

Dawn Ward

By Dawn Ward

Legal Advertising Clerk

Sworn and subscribed before me 01/02/20

Tina Partridge
Notary Public



AFFIDAVIT OF SIGN POSTING

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Richard Cook, who, after being duly sworn, testifies as follows:

1.

My name is Richard Cook. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Neil A. Gardner and Earl S. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located on Davis Lake Road (Parcel ID: 128-02066000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

3.

Neil A. Gardner and Bonnie L. Gardner request annexation and rezoning from RA (Residential Agricultural) in unincorporated Henry County to RA (Residential Agricultural) within the City of Locust Grove for property located at 342 Davis Lake Road (Parcel ID: 128-02065000) consisting of 24.19 +/- acres in Land Lot 217 of the 2nd District for the purpose of incorporating property into the City limits.

4.

On the 30th day of December 2019, I, Richard Cook, posted double-sided sign notifications on the properties advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 21st day of January, 2020 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided sign posted at 12:33 PM at Davis Lake Road (Parcel: 128-02066000)
- 2) Double-sided signs posted at 12:39 PM at 342 Davis Lake Road (Parcel: 128-02065000)

FURTHER AFFIANT SAYETH NOT.

This 31st day of December 2019.

Richard M Cook

Affiant

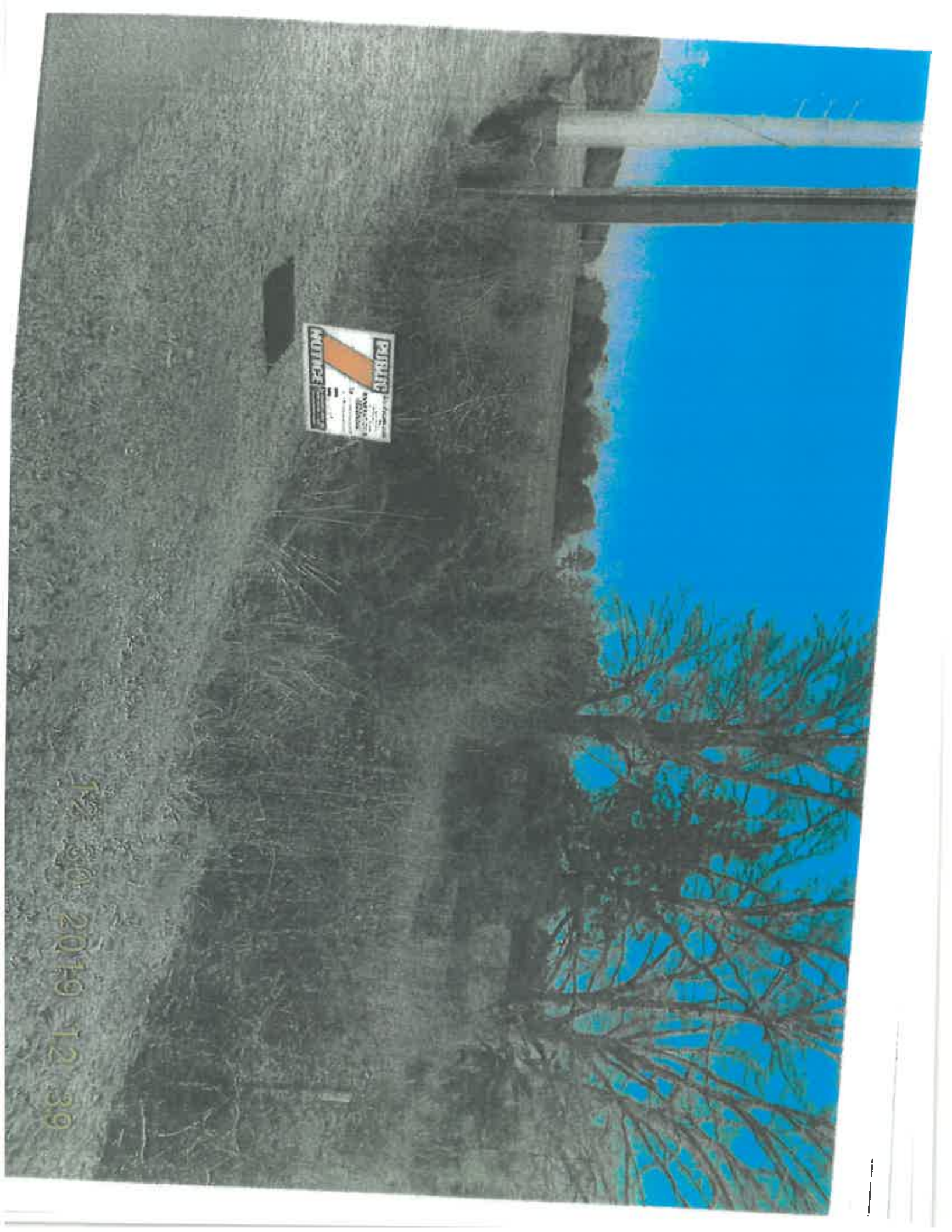
Sworn and subscribed before me
this 31 day of December, 2019

Mary Moore

Notary Public



Exhibit "A"



PUBLIC NOTICE
AVERTISSEMENT
TO: ALL PROPERTY OWNERS
FROM: [illegible]
SUBJECT: [illegible]

12 30 2019 12:39

BTTG

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)
TO: City RA (residential agricultural)

DATE: January 21, 2020
TIME: 6:00 P.M.

For information, please call:
(770) 692-2321 or visit
www.locustgrove-ga.gov

NOTICE

12

2019-12-29

PUBLIC
City of Lebanon Grove
Public Hearing
for the
**AMENDATION
&
REZONING**
for the
Industrial District
for the
Industrial District
for the
Industrial District
NOTICE
Date: January 21, 2019
Time: 6:00 PM

12.30.2019 12:33

PUBLIC

City of Locust Grove

City Council Meeting
Public Safety Building
3640 Highway 42
Locust Grove, GA 30248

ANNEXATION & REZONING

FROM: County RA (residential agricultural)
TO: City RA (residential agricultural)

DATE: January 21, 2020

TIME: 6:00 P.M.

NOTICE

For information, please call:
(770) 692-2321 or visit

www.locustgrove-ga.gov

12.30.2019 12:53



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: **A Resolution to accept the Memorandum of Agreement with Georgia Soil and Water Conservation Commission.**

Action Item: **Yes** **No**

Public Hearing Item: **Yes** **No**

Executive Session Item: **Yes** **No**

Advertised Date: **N/A**

Budget Item: **No**

Date Received: **December 5, 2019**

Workshop Date: **January 21, 2020**

Regular Meeting Date: **February 10, 2020**

Discussion:

For several years, the City has sought a Memorandum of Agreement (“MOA”) with the State Soil and Water Conservation Commission (the “District”) to permit the City to perform plan reviews on erosion control plans in house.

In August 2018, after several rounds of supervised plan reviews and inspections, the District agreed to allow the City to review erosion control plans under the conditions listed below:

- The City shall conduct technical review and approval of erosion and sediment control plans that disturb less than ten (10) acres and do not contain state waters and all erosion and sediment control plans that disturb less than five (5) acres within a Common Development regardless of the presence of state waters.

- The City shall submit to the District on a quarterly basis a report of the erosion and sediment control program. The report shall contain the number of plans reviewed and the overall program status. The report shall be submitted on a timely basis and of a form and content that is acceptable to the District and to the City.
- The City shall keep the District informed of land-disturbing plans that might affect soil and water conservation by attending the monthly District meeting.
- The City shall maintain a system of records, plans, applications, etc., of all actions taken under this Agreement, and shall make such records available to the District or its representative upon request.

The latest MOA from the District is to allow the City to review all plans regards of size or whether state waters are present.

Recommendation:

I MOVE TO (approve/deny/table) THE RESOLUTION TO ACCEPT THE MEMORANDUM OF AGREEMENT WITH THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION TO PERMIT THE CITY TO REVIEW AND APPROVE EROSION CONTROL PLANS.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE MEMORANDUM OF AGREEMENT WITH THE HENRY COUNTY SOIL AND WATER CONSERVATION DISTRICT REGARDING THE REVIEW AND APPROVAL BY THE CITY FOR PROJECTS PERTAINING TO EROSION AND SEDIMENTATION CONTROL; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City has adopted an erosion and sedimentation control ordinance governing land-disturbing activities, which ordinance meets or exceeds the standards, requirements and provisions of the Erosion and Sedimentation Control Act of 1975 (“Act”), Ga Laws 1975, p. 994, as amended to date of execution of this agreement; and,

WHEREAS, the City has been certified by the Director of the Environmental Protection Division as a Local Issuing Authority (“LIA”) for the purposes of the Act; and,

WHEREAS, the City has an ongoing Soil Erosion Plan Review and Inspection Program since 2005 under the guidance of the Henry County Soil and Water Conservation District (“District”); and,

WHEREAS, where the City has demonstrated to the District its capabilities to review plans and has requested an agreement to allow the City to review and approve erosion and sediment control plans as specified by the District in a new Memorandum of Agreement (“MOA”) ; and,

WHEREAS, in August 2018, the District issued a partial MOA that allowed for greater response by the City and the District for land development and building projects in areas under a Common Development Plan or for tracts that disturb less than ten (10) acres and do not contain state waters; and,

WHEREAS, since the adoption of the partial MOA, the District has determined the City has demonstrated its capabilities to review and approve erosion and sediment control plans in full; and,

WHEREAS, the Mayor and Council believe that acceptance of the MOA is in the best interest of the County and the City, and their citizens;

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:

1. **Acceptance of the Memorandum of Agreement.** The Mayor, by and with the advice and consent of the City Council, hereby accepts the MOA as attached hereto and incorporated herein as **Exhibit "A"**.
2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 10th day of February 2020.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**MEMORANDUM OF AGREEMENT
EROSION AND SEDIMENT CONTROL PLAN REVIEW
BETWEEN THE CITY AND THE HENRY COUNTY
SOIL AND WATER CONSERVATION DISTRICT**

MEMORANDUM OF AGREEMENT
BETWEEN
THE HENRY COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND
THE CITY OF LOCUST GROVE, GEORGIA

This Memorandum of Agreement entered into between the Henry County Soil and Water Conservation District, hereinafter referred to as the "District" and the City of Locust Grove, hereinafter referred to as the City.

WHEREAS, the City has adopted an erosion and sedimentation control ordinance governing land-disturbing activities, which ordinance meets or exceeds the standards, requirements and provisions of the Erosion and Sedimentation Act of 1975, Ga. Laws 1975, p. 994, as amended to date of execution of this agreement; and

WHEREAS, the City has been certified by the Director of the Environmental Protection Division as an issuing authority for purposes of the Erosion and Sedimentation Act of 1975, as amended; and

WHEREAS, the City has demonstrated to the District its capabilities to review and approve erosion and sediment control plans and has requested an agreement with the District to conduct such review and approval; and

WHEREAS, the District enters into this agreement with the intent of allowing the City to conduct the review and approval of erosion and sediment control plans without referring the applications and plans to the District, in compliance with Section 7(d) of the Erosion and Sedimentation Act of 1975, as amended; and

WHEREAS, both parties to this agreement, the District and the City, understand that this Agreement cannot be effective until the State Soil and Water Conservation Commission gives its written concurrence hereto, as indicated by execution of this document;

NOW THEREFORE, the parties to this Agreement, the District and the City, based on the mutual considerations as set forth below, hereby agree as follows:

- I. 1. The City shall conduct technical review and approval of erosion and sediment control plans in accordance with standards set forth in the ordinance of the City. The City shall take appropriate steps to assure that approved plans are properly installed and maintained and that all measures and practices are in compliance with the City's erosion and sedimentation control ordinance.

2. The City shall submit to the District on a quarterly basis a report of the erosion and sediment control program. The report shall contain the number of plans reviewed and the overall program status. The report shall be submitted on a timely basis and of a form and content that is acceptable to the District and to the City.

3. The City shall keep the District informed of land-disturbing plans that might affect soil and water conservation by attending the monthly District meeting.

4. The City shall maintain a system of records, plans, applications, etc., of all actions taken under this Agreement, and shall make such records available to the District or its representative upon request.

II. 1. The District will allow the City to conduct the review and approval of erosion and sediment control plans without the necessity of referring the application and plan to the District, so long as the City complies with the conditions specified in this Agreement.

2. The District will review and carefully consider the reports submitted by the City and shall make recommendations with regard to the adequacy of the program and its compliance with the Erosion and Sedimentation Act of 1975, as amended.

3. The District shall provide the City with expertise available through the District and through memoranda of agreement between the District and other agencies.

4. The District assures that erosion and sediment control assistance shall continue to be a priority item of the District program.

5. The District shall, upon request, provide or conduct informational and educational programs to train individuals charged with review of erosion and sediment control plans, manpower and funding permitting.

6. The District shall provide to the City an annual evaluation of the effectiveness of its erosion and sediment control program.

III. It is mutually understood and agreed as follows:

1. This memorandum shall not be amended without consent of both parties and concurrence of the State Soil and Water Conservation Commission.

2. The City's files of erosion and sediment control plans and actions shall remain accessible to the District.

3. The District may secure additional review services before making recommendations on the adequacy of the program of the City.

4. This memorandum may be terminated at any time by either party, upon sixty (60) days written notice. It will terminate automatically and without written notice if the Environmental Protection Division revokes the certification of the City program pursuant to Section 8 (c) of the Erosion and Sedimentation Act of 1975, as amended.

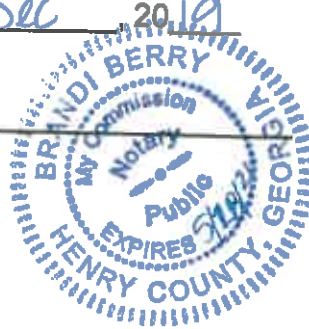
5. This memorandum shall be effective on the date of the concurrence herewith by the State Soil and Water Conservation Commission.

Sworn to and subscribed before me

This 5th day of Dec, 2019

Brandi Berry
Notary Public

My commission expires:



City of Locus Grove

By: [Signature]

Title: Mayor

Sworn to and subscribed before me

This 5th day of Dec, 2019

Jennifer Standridge
Notary Public

My commission expires:

JENNIFER D STANDRIDGE
NOTARY PUBLIC
OGLETHORPE COUNTY, GEORGIA
MY COMMISSION EXPIRES
NOVEMBER 21, 2020

Henry County Soil & Water Conservation District

By: [Signature]

Title: Chairperson

This memorandum is hereby concurred in by the State Soil and Water Conservation Commission this 10th day of December, 2019.

Sworn to and subscribed before me

This 10th day of December, 2019

Karen D Bruce
Notary Public

My commission expires:

KAREN D BRUCE
NOTARY PUBLIC
BANKS COUNTY, GEORGIA
MY COMMISSION EXPIRES
SEPTEMBER 27, 2020

State Soil and Water Conservation Commission

By: [Signature]

Title: _____



Main Street Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: Resolution to accept contracts with Clear Channel, Whiteway and Lamar Outdoor for tourism advertising during 2020.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Fund 275 (Hotel/Motel – CVB portion approx. 48% and approx. 52% local)

Date Received: February 5, 2020

Workshop Date: February 10, 2020

Regular Meeting Date: N/A – time sensitive for ad dates

Discussion:

Attached are contracts that are needed to be signed by the City of Locust Grove for outdoor advertising locations during the 2020 Calendar Year. We typically have three (3) locations visible to southbound traffic along I-75 at Flippen/Hudson Bridge Road, Jodeco Road, Exit 233 (Hwy 54/Jonesboro Road), and through the Macon Metro area along I-75 and Riverside Parkway area and the I-16 stretch where Golden Isles Parkway intersect.

For 2020, we are adding one (1) additional location for southbound traffic on I-75 just north of Exit 221. The CVB portion of our remittance to them covers \$18,000 of the total advertising costs with the balance coming from our local advertising budget in local H/M funding. This amount is a \$5,557 increase from 2019 as advertising rates have increased in 2020 and new hotels continue to come online in the City.

To be consistent with policies, we are bringing these to you for calendar year instead of a grouping of various periods.

Recommendation:

Recommend approval of Resolution for acceptance of the contracts for tourism advertising with the partial CVB reimbursement with Clear Channel Outdoor, Whiteway Outdoor, and Lamar Outdoor for the 2020 calendar year.

I | ... in The Grove

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF LOCUST GROVE (HEREINAFTER REFERRED TO AS "CITY") TO ACCEPT THE OUTDOOR ADVERTISING CONTRACTS WITH CLEAR CHANNEL, WHITEWAY AND LAMAR FOR TOURISM PURPOSES; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the City of Locust Grove ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to local residents; and

WHEREAS, the Locust Grove Municipal Code Sections 1.12(37) and 1.15 authorize the City to consider contracts and agreements with other governmental entities and with private persons, firms and corporations providing for services to be furnished and payments to be made thereof, as provided by ordinance of the governing authority and as provided by pertinent laws of the State of Georgia; and

WHEREAS, the City wishes to enter into agreements with Clear Channel Outdoor Whiteway Outdoor and Lamar Outdoor for tourism advertisement services in conjunction with the Henry County Convention and Visitors Bureau reimbursement of a minimum of \$18,000.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Acceptance of Proposed Agreement.** The City hereby accepts the proposed agreements with Clear Channel Outdoor, Whiteway Outdoor and Lamar Outdoor for tourism advertisement purposes for the 2020 Calendar Year (attached hereto as "Exhibits A, B and C", subject to final review and approval by the City Attorney
- 3. Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
- 4. Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
- 5. Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 10th day of February, 2020.

ROBERT S. PRICE, MAYOR

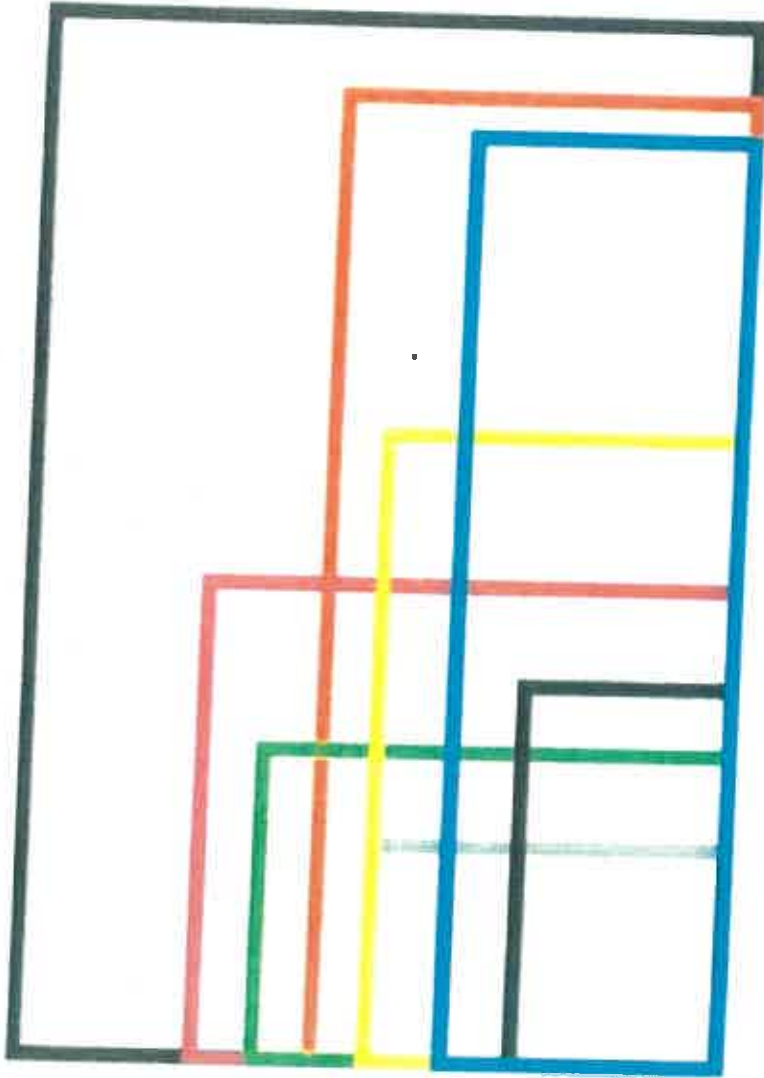
ATTEST:

MISTY SPURLING, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A
CLEAR CHANNEL OUTDOOR
CONTRACT FOR DIGITAL ADVERTISING
I-75 HUDSON BRIDGE
I-75 JODECO ROAD



2020
January 9, 2020
Clear Channel Outdoor

Drew Cleveland
1765 W Oak Pkwy, Suite 700
Marietta GA 30075

drewcleveland@clearchannel.com

City Of Locust Grove

Clear Channel Outdoor

Flight Name: 2020

Market Name: Atlanta, GA

Market Type: DMA

Service Dates:

03/02/2020 - 04/12/2020 (8.00 weeks)
 09/28/2020 - 10/25/2020 (4.00 weeks)
 11/23/2020 - 12/27/2020 (5.00 weeks)

Duration: 15 Weeks

Map Loc #	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	Ullum (Y/N)	4-WK Proposed Rate	Total Price
1	Digital	072071	I-75S WS 1mi NW Hudson Bridge Rd. (Exit 224) FN	N	14' x 48'	Yes	\$2,100	\$7,875
2	Digital	073021	I-75S ES 0.7mi NW Jodoco Rd. (Exit 222-442223) FN	N	14' x 48'	Yes	\$2,100	\$7,875

Target Demo - 18+ yrs All

Map Loc #	Media Type	Panel ID	Location Desc.	Plan In-Market Imps	Plan Total Imps	Weekly TRP	Plan TRP	CPI	CPP	Plan Reach %	Plan Frequency
1	Digital	072071	I-75S WS 1mi NW Hudson Bridge Rd. (Exit 224) FN	4,524,805	4,932,119	5.6	83.8	\$1.74	\$94	8.1	10.3
2	Digital	073021	I-75S ES 0.7mi NW Jodoco Rd. (Exit 222-442223) FN	3,374,024	3,537,103	4.2	82.4	\$2.33	\$126	7.3	8.5
Totals:				7,898,829	8,469,222	9.7	146.2	\$1.88	\$106	14.4	18.2

2023	Total Price
	\$15,750
Totals	\$15,750

Important Notice:

Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/terminations unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details.

All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/terminations unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. The Total 16+ Imps (Weekly) reported for digital spots now represent only those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by GeoPath, Inc. and is to be used only by the recipient solely and exclusively for its planning and for buying of out-of-home media advertisements. © Copyright, 2018 GeoPath, All Rights Reserved.

2020 (ATL)

Clear Channel Outdoor



EXHIBIT B
WHITEWAY OUTDOOR ADVERTISING
CONTRACT FOR DIGITAL ADVERTISING
SR 54 AT I-75

WHITEWAY OUTDOOR ADVERTISING

6400 Powers Ferry Road, Suite 374, Atlanta, GA 30339 (770) 226-9685 Fax (770) 226-9665

STATE OF GEORGIA

COUNTY OF FULTON

DIGITAL ADVERTISING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of January 2020, by and between WHITEWAY OUTDOOR ADVERTISING, A Division of Levin Industries, Inc., (hereinafter Whiteway), its address being 6400 Powers Ferry Road, Suite 374, Atlanta, Georgia 30339, and The City of Lucust Grove (hereinafter Advertiser), its address being 3644 GA-42, Locust Grove, GA 30248.

WITNESSETH:

WHEREAS WHITEWAY wishes to lease to Advertiser and Advertiser wishes to lease from Whiteway, the north face of the LED digital outdoor advertising sign located at I-75 and SR54, Clayton County, Morrow, Georgia (the "Sign").

NOW, THEREFORE, in consideration of the mutual promises and such other good and valuable consideration as hereinafter set forth, the parties hereto agree as follows:

1. Whiteway hereby leases in accordance with the terms and conditions of this Agreement the north face of the Sign that is described more completely as follows:

LOCATION:

West side of I-75 @ SR 54, Clayton County, Morrow, GA, facing southbound traffic.

CLASSIFICATION:

"High Rise, outdoor advertising display.

TYPE SIGN:

LED Digital Display measuring 14'0" high by 48'." wide and to include one (1) ten (10) second static message to be displayed at least once every eighty (80) seconds.

2. This Agreement shall remain in effect commencing on March 8, 2020 and ending on April 15, 2020 (initial term), unless terminated sooner or as extended as hereinafter set forth.

3. In the consideration of the herein described services, Advertiser does hereby promise to pay to Whiteway the sum of One Thousand Six Hundred Twenty Five and 00/100 Dollars \$1,625.00 net per month. Payment is to be made in advance, commencing upon the uploading and posting of the artwork files provided by the Advertiser or no later than March 8, 2020.

4. All advertising materials to be displayed electronically ("Content") on the Outdoor Advertising Display, and all art or copy furnished by Advertiser to Whiteway in connection with this Agreement, shall at all times meet the specifications guidelines provided by Whiteway to Advertiser from time to time ("Specifications") and shall comply with all applicable federal, state and local laws and regulations. All Content and materials furnished by Advertiser to Whiteway (a) shall not be contrary to the public interest, (b) shall conform to Whiteway's then existing programming and operating policies and standards, and (c) are subject to Whiteway's prior approval and continuing right to reject or cause Advertiser to edit the Content. In accepting this Agreement, Advertiser acknowledges and agrees that Whiteway reserves the right to reject any copy, pictorial or otherwise, which, in its sole discretion, (a) is offensive to the moral standards of the community, (b) is or may be considered false, misleading, or deceptive, (c) induces a violation of any present or future ordinance, regulation, law or statute, or (d) in any way reflects or may reflect on the character, integrity, or standing of any individual, firm, partnership, corporation or other entity. Advertiser shall indemnify and hold harmless Whiteway in the event any legal action is threatened or initiated against Whiteway as a result of any advertising placed on the billboard at the request of Advertiser. Indemnification shall include, but not be limited to, a reasonable legal fee and the cost and expense of litigation.

5. Neither Whiteway nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content. If Advertiser requests, within thirty (30) days of the last display of the Content hereunder, Whiteway will, at Advertiser's expense, return Advertiser's Content and materials to Advertiser. If Advertiser does not so request, Company has the

right to dispose of all Advertiser's Content and materials at any time after one hundred twenty (120) days following the last display of Content hereunder.

6. Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Whiteway at least three (3) days prior to the Commencement Date and thereafter during the term of this Agreement in accordance with Description and Specifications - Content Management. Subject to any additional charges specified in this Agreement, Whiteway shall, at its own cost, program and install the Content on the Outdoor Advertising Display on the Commencement Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Whiteway may, in its sole discretion, (a) install the Content or (b) display substitute content of any type and install the Content on the Outdoor Advertising Display at a later date if and when delivered by Advertiser to Whiteway in conformity with the Specifications. Should Advertiser request Whiteway to furnish Advertiser with sketches to scale, including camera-ready artwork, then Whiteway will provide these items to Advertiser at an additional charge.

7. Whiteway will deliver a monthly "Proof of Performance Report" as generated by the LED Digital Display at Whiteway's sole cost and expense.

8. All utilities for the operation and maintenance of this Outdoor Advertising Display are to be paid by Whiteway. Advertiser will reimburse Whiteway for all sales and use taxes which Whiteway may be required to pay to any taxing authority upon the sale of advertising space sold hereunder. These shall be additional charges or expenses to Advertiser.

9. The rent payments agreed to by the parties and set forth in paragraph 3 above include the cost of both routine and extraordinary maintenance and operation of the Sign subject to the limitations expressly set forth herein below. Whiteway promptly will provide all necessary routine and extraordinary maintenance required to keep the Sign functioning properly and to maintain an attractive appearance. Whiteway will at its expense provide electrical and any telephone modem communication hookup required to operate the Outdoor Advertising Display. If the Outdoor Advertising Display is damaged or malfunctions, Whiteway promptly will repair the damage or correct the malfunction, and rent will be abated proportionately in relation to the damage or malfunction to the normal function and utility of the Sign, from the time of such damage to the completion of repairs. For example, if the LED Digital Display goes out, and Whiteway does not repair the damage or malfunction within forty-eight (48) hours following receipt of written notice from Advertiser of such damage or malfunction (not including holidays and weekends), then Advertiser will be entitled to a credit equal to the daily rate for each day thereafter until the LED Digital Display is repaired. In this example, if the monthly rent were \$2,000, then to determine the daily rate, one would divide the monthly rate by 30. If the LED Digital Display is not repaired until the tenth day following the expiration of the notice period, then the credit would be \$533.33. Advertiser shall have no right to make, and shall not make, any modifications or embellishments of any kind or nature to the Outdoor Advertising Display without the prior written consent of Whiteway in each instance, which consent may be withheld by Whiteway in its sole and absolute discretion.

10. Any delay or failure by Whiteway to perform hereunder as a result of force majeure, power interruptions, DSL connections, labor dispute, law, government action, warning or order, or similar causes beyond Whiteway's reasonable control, will not constitute a breach of this Agreement.

11. Whiteway will join the proprietary Outdoor Advertising Association of America (the "OAAA") system linked to NCMBC's central AMBER Alert database. When an AMBER Alert is issued, the OAAA system sends a notification to participating companies in the relevant jurisdictions with a standardized image for placement on digital billboards. The entire process usually takes less than 15 minutes. Advertiser's message will be pre-empted. Advertiser's rent payments due hereunder will not be abated in connection with any AMBER Alert.

12. This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

13. This Agreement shall be construed and enforced pursuant to the laws of the State of Georgia and all parties agree to be subject to the jurisdiction of the courts of Fulton County, Georgia.

14. This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

15. If the North Face is totally destroyed by storm, fire, lightning, earthquakes, or other casualty, including but not limited to vandalism, this Agreement shall terminate as of the date of such destruction, and all monthly usage fees shall be accounted for and prorated as between the parties hereto as of such date. If the North Face is damaged but not totally destroyed to the point it can be repaired within a reasonable period of time, monthly usage fees shall abate until Whiteway has restored the North Face to substantially the same condition as before damage, whereupon full monthly usage fees shall recommence. Should Whiteway, in its sole discretion, elect not to restore the North Face, regardless of the extent of damage, this Agreement shall terminate.

16.

If the whole of the leased space or such portion thereof as will make premises unusable for the purpose herein leased, or for any reason be condemned by any legally constituted authority for any public use or purpose, then in said event, this Agreement shall cease from the date when possession therefore is taken by public authorities, and monthly usage fees shall be accounted for as between the parties as of that date. Such termination however, shall be without prejudice to the rights of either party hereto to recover compensation and damages caused by condemnation from condemnor. It is further understood and agreed that neither party hereto shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of this Agreement as herein provided.

17.
If any monthly usage fees or other charges (including those arising under the indemnification provisions of this Agreement) owing under this Agreement are collected by or through an attorney at law, Advertiser agrees to pay fifteen (15%) percent thereof as attorney's fees, plus any and all costs of collection and litigation.

18.
The failure of a party hereto to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of such party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by a party hereto of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

19.
This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia.

20.
Notwithstanding the aforesaid, in the event Whiteway is unable to render the space available for the Outdoor Advertising Display as of the Commencement Date, for any reason whatsoever, this Agreement shall commence as of the date said space is rendered available for the Outdoor Advertising Display.

21.
Advertiser shall be deemed to have breached this Agreement by insolvency, default in the payment of any monthly usage fees or other charges herein provided for, appointment of a receiver for Advertiser's business, making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition in bankruptcy with respect to Advertiser, or the violating of any other term or condition hereof. In such event, Whiteway may, ten (10) days after written notice to Advertiser, take possession of the sign and declare the balance of the monthly usage fees herein provided for to be forthwith due and payable and Advertiser hereby agrees to pay such balance upon demand, provided, however, that if Advertiser should cure said default prior to expiration of said ten (10) day period, this Agreement shall remain in full force and effect the same as if said default did not occur.

22.
Notices shall be in writing and shall be sent via U.S. mail, certified or registered, with return receipt requested and postage prepaid, by hand delivery, or by reliable overnight courier, addressed in the case of Whiteway to:

David Levin, President
Whiteway Outdoor Advertising
6400 Powers Ferry Road, Suite 374
Atlanta, GA 30339

and in the case of Advertiser to:

Advertiser: THE JOURNAL COMPANY
Address: 3644 GA-42, LOGAN CREEK, GA 30248
City & State: ROSELAND, GA 30248
Attention: Anna Owe - Main Street Manager

Any such notice shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the date of deposit in the United States mail if mailed as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall not affect the validity or the effectiveness of the notice. By giving at least ten (10) days prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

23.
Each rental payment will be made on the first business day of each month at Whiteway's main offices or at such other place as Whiteway may designate by notice. All terms are net cash. Payment not made when due shall bear a finance charge of one and one-half percent (1 1/2%) per month on the previous month's unpaid balance before crediting payments and/or credits.

24.
This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia. In the event that any signature herein is a facsimile or pdf as opposed to an original signature, it is agreed to by and between the parties herein that such signature shall be considered valid as if it was an original and shall be binding and enforceable accordingly against the signer or its principal, as the case may be.

This Agreement contains the entire understanding of the parties concerning the matters stated herein, notwithstanding any prior written or oral agreements or understandings. The parties hereby expressly agree that they have not relied upon and do not rely upon any oral representation or other representation not contained herein. This Agreement may only be changed or modified by an agreement in writing signed by the hereto or their lawfully appointed representatives.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have affixed their hands the dates below indicated.

CITY OF LOCUST GROVE

BY: _____

ITS: _____

DATE: _____

Witness

WHITEWAY:

BY: _____

ITS: _____

DATE: _____

Witness

WHITEWAY OUTDOOR ADVERTISING

6400 Powers Ferry Road, Suite 374, Atlanta, GA 30339 (770) 226-9605 Fax (770) 226-9665

STATE OF GEORGIA

COUNTY OF FULTON

DIGITAL ADVERTISING AGREEMENT

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WITNESSETH:

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CLASSIFICATION:

"High Rise, outdoor advertising display.

TYPE SIGN:

LED Digital Display measuring 14'0" high by 48'-0" wide and to include one (1) ten (10) second static message to be displayed at least once every eighty (80) seconds.

2. This Agreement shall remain in effect commencing on November 8, 2020 and ending on December 15, 2020 (initial term), unless terminated sooner or as extended as hereinafter set forth.

3. In the consideration of the herein described services, Advertiser does hereby promise to pay to Whiteway the sum of One Thousand Six Hundred Twenty Five and 00/100 Dollars \$1,625.00 net per month. Payment is to be made in advance, commencing upon the uploading and posting of the artwork files provided by the Advertiser or no later than November 8, 2020.

4. All advertising materials to be displayed electronically ("Content") on the Outdoor Advertising Display, and all art or copy furnished by Advertiser to Whiteway in connection with this Agreement, shall at all times meet the specifications guidelines provided by Whiteway to Advertiser from time to time ("Specifications") and shall comply with all applicable federal, state and local laws and regulations. All Content and materials furnished by Advertiser to Whiteway (a) shall not be contrary to the public interest, (b) shall conform to Whiteway's then existing programming and operating policies and standards, and (c) are subject to Whiteway's prior approval and continuing right to reject or cause Advertiser to edit the Content. In accepting this Agreement, Advertiser acknowledges and agrees that Whiteway reserves the right to reject any copy, pictorial or otherwise, which, in its sole discretion, (a) is offensive to the moral standards of the community, (b) is or may be considered false, misleading, or deceptive, (c) induces a violation of any present or future ordinance, regulation, law or statute, or (d) in any way reflects or may reflect on the character, integrity, or standing of any individual, firm, partnership, corporation or other entity. Advertiser shall indemnify and hold harmless Whiteway in the event any legal action is threatened or initiated against Whiteway as a result of any advertising placed on the billboard at the request of Advertiser. Indemnification shall include, but not be limited to, reasonable legal fees and the cost and expense of litigation.

5. Neither Whiteway nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content. If Advertiser requests, within thirty (30) days of the last display of the Content hereunder, Whiteway will, at Advertiser's expense, return Advertiser's Content and materials to Advertiser. If Advertiser does not so request, Company has the

right to dispose of all Advertiser's Content and materials at any time after one hundred twenty (120) days following the last display of Content hereunder.

6. Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Whiteway at least three (3) days prior to the Commencement Date and thereafter during the term of this Agreement in accordance with Description and Specifications - Content Management. Subject to any additional charges specified in this Agreement, Whiteway shall, at its own cost, program and install the Content on the Outdoor Advertising Display on the Commencement Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Whiteway may, in its sole discretion, (a) install the Content or (b) display substitute content of any type and install the Content on the Outdoor Advertising Display at a later date if and when delivered by Advertiser to Whiteway in conformity with the Specifications. Should Advertiser request Whiteway to furnish Advertiser with sketches to scale, including camera-ready artwork, then Whiteway will provide these items to Advertiser at an additional charge.

7. Whiteway will deliver a monthly "Proof of Performance Report" as generated by the LED Digital Display at Whiteway's sole cost and expense.

8. All utilities for the operation and maintenance of this Outdoor Advertising Display are to be paid by Whiteway. Advertiser will reimburse Whiteway for all sales and use taxes which Whiteway may be required to pay to any taxing authority upon the sale of advertising space sold hereunder. These shall be additional charges or expenses to Advertiser.

9. The rent payments agreed to by the parties and set forth in paragraph 3 above include the cost of both routine and extraordinary maintenance and operation of the Sign subject to the limitations expressly set forth herein below. Whiteway promptly will provide all necessary routine and extraordinary maintenance required to keep the Sign functioning properly and to maintain an attractive appearance. Whiteway will at its expense provide electrical and any telephone modem communication linkup required to operate the Outdoor Advertising Display. If the Outdoor Advertising Display is damaged or malfunctions, Whiteway promptly will repair the damage or correct the malfunction, and rent will be abated proportionately in relation to the damage or malfunction to the normal function and utility of the Sign, from the time of such damage to the completion of repairs. For example, if the LED Digital Display goes out, and Whiteway does not repair the damage or malfunction within forty-eight (48) hours following receipt of written notice from Advertiser of such damage or malfunction (not including holidays and weekends), then Advertiser will be entitled to a credit equal to the daily rate for each day thereafter until the LED Digital Display is repaired. In this example, if the monthly rent were \$2,000, then to determine the daily rate, one would divide the monthly rate by 30. If the LED Digital Display is not repaired until the tenth day following the expiration of the notice period, then the credit would be \$533.33. Advertiser shall have no right to make, and shall not make, any modifications or embellishments of any kind or nature to the Outdoor Advertising Display without the prior written consent of Whiteway in each instance, which consent may be withheld by Whiteway in its sole and absolute discretion.

10. Any delay or failure by Whiteway to perform hereunder as a result of force majeure, power interruptions, DSL connections, labor dispute, law, government action, warning or order, or similar causes beyond Whiteway's reasonable control, will not constitute a breach of this Agreement.

11. Whiteway will join the proprietary Outdoor Advertising Association of America (the "OAAA") system linked to NCMEC's central AMBER Alert database. When an AMBER Alert is issued, the OAAA system sends a notification to participating companies in the relevant jurisdictions with a standardized image for placement on digital billboards. The entire process usually takes less than 15 minutes. Advertiser's message will be pre-scripted. Advertiser's rent payments due hereunder will not be abated in connection with any AMBER Alert.

12. This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

13. This Agreement shall be construed and enforced pursuant to the laws of the State of Georgia and all parties agree to be subject to the jurisdiction of the courts of Fulton County, Georgia.

14. This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

15. If the North Face is totally destroyed by storm, fire, lightning, earthquake, or other casualty, including but not limited to vandalism, this Agreement shall terminate as of the date of such destruction, and all monthly usage fees shall be accounted for and prorated as between the parties hereto as of such date. If the North Face is damaged but not totally destroyed to the point it can be repaired within a reasonable period of time, monthly usage fees shall abate until Whiteway has restored the North Face to substantially the same condition as before damage, whereupon full monthly usage fees shall recommence. Should Whiteway, in its sole discretion, elect not to restore the North Face, regardless of the extent of damage, this Agreement shall terminate.

16.

If the whole of the leased space or such portion thereof as will make premises unusable for the purpose herein leased, or for any reason be condemned by any legally constituted authority for any public use or purpose, then in said event, this Agreement shall cease from the date when possession therefore is taken by public authorities, and monthly usage fees shall be accounted for as between the parties as of that date. Such termination however, shall be without prejudice to the rights of either party hereto to recover compensation and damages caused by condemnation from condemnor. It is further understood and agreed that neither party hereto shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of this Agreement as herein provided.

17. If any monthly usage fees or other charges (including those arising under the indemnification provisions of this Agreement) owing under this Agreement are collected by or through an attorney at law, Advertiser agrees to pay fifteen (15%) percent thereof as attorney's fees, plus any and all costs of collection and litigation.

18. The failure of a party hereto to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of such party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by a party hereto of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

19. This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia.

20. Notwithstanding the aforesaid, in the event Whiteway is unable to render the space available for the Outdoor Advertising Display as of the Commencement Date, for any reason whatsoever, this Agreement shall commence as of the date said space is rendered available for the Outdoor Advertising Display.

21. Advertiser shall be deemed to have breached this Agreement by insolvency, default in the payment of any monthly usage fees or other charges herein provided for, appointment of a receiver for Advertiser's business, making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition in bankruptcy with respect to Advertiser, or the violating of any other term or condition hereof. In such event, Whiteway may, ten (10) days after written notice to Advertiser, take possession of the sign and declare the balance of the monthly usage fees herein provided for to be forthwith due and payable and Advertiser hereby agrees to pay such balance upon demand, provided, however, that if Advertiser should cure said default prior to expiration of said ten (10) day period, this Agreement shall remain in full force and effect the same as if said default did not occur.

22. Notices shall be in writing and shall be sent via U.S. mail, certified or registered, with return receipt requested and postage prepaid, by hand delivery, or by reliable overnight courier, addressed in the case of Whiteway to:

David Levin, President
Whiteway Outdoor Advertising
6400 Powers Ferry Road, Suite 374
Atlanta, GA 30339

and in the case of Advertiser to:

Advertiser: John L. Lewis Co.
Address: 3644 GA-42, Locust Grove, GA 30248
City & State: Locust Grove, GA 30248
Attention: Mr. John L. Lewis

Any such notice shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the date of deposit in the United States mail if mailed as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall not affect the validity or the effectiveness of the notice. By giving at least ten (10) days prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

23. Each rental payment will be made on the first business day of each month at Whiteway's main offices or at such other place as Whiteway may designate by notice. All terms are net cash. Payment not made when due shall bear a finance charge of one and one-half percent (1 1/2%) per month on the previous month's unpaid balance before crediting payments and/or credits.

24. This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia. In the event that any signature herein is a facsimile or pdf as opposed to an original signature, it is agreed to by and between the parties herein that such signature shall be considered valid as if it was an original and shall be binding and enforceable accordingly against the signer or its principal, as the case may be.

25.

This Agreement contains the entire understanding of the parties concerning the matters stated herein, notwithstanding any prior written or oral agreements or understandings. The parties hereby expressly agree that they have not relied upon and do not rely upon any oral representation or other representation not contained herein. This Agreement may only be changed or modified by an agreement in writing signed by the hereto or their lawfully appointed representatives.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have affixed their hands the dates below indicated.

CITY OF LOCUST GROVE

BY: _____

ITS: _____

DATE: _____

Witness

WHITEWAY:

BY: _____

ITS: _____

DATE: _____

Witness

WHITEWAY OUTDOOR ADVERTISING

6400 Powers Ferry Road, Suite 374, Atlanta, GA 30339 (770) 226-9685 Fax (770) 226-9665

STATE OF GEORGIA
COUNTY OF FULTON

DIGITAL ADVERTISING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of January 2020, by and between WHITEWAY OUTDOOR ADVERTISING, A Division of Levin Industries, Inc., (hereinafter Whiteway), its address being 6400 Powers Ferry Road, Suite 374, Atlanta, Georgia 30339, and The City of Logan Grove (hereinafter Advertiser), its address being, 3644 GA-42, Logan Grove, GA 30248.

WITNESSETH:

WHEREAS WHITEWAY wishes to lease to Advertiser and Advertiser wishes to lease from Whiteway, the north face of the LED digital outdoor advertising sign located at I-75 and SR54, Clayton County, Morrow, Georgia (the "Sign").

NOW, THEREFORE, in consideration of the mutual promises and such other good and valuable consideration as hereinafter set forth, the parties hereto agree as follows:

1.

Whiteway hereby leases in accordance with the terms and conditions of this Agreement the north face of the Sign that is described more completely as follows:

LOCATION:

West side of I-75 @ SR 54, Clayton County, Morrow, GA,
facing southbound traffic.

CLASSIFICATION:

"High Rise, outdoor advertising display.

TYPE SIGN:

LED Digital Display measuring 14'0" high by 48'-)" wide and to include one (1) ten (10) second static message to be displayed at least once every eighty (80) seconds.

2.

This Agreement shall remain in effect commencing on October 1, 2020 and ending on October 31, 2020 (initial term), unless terminated sooner or as extended as hereinafter set forth.

3.

In the consideration of the herein described services, Advertiser does hereby promise to pay to Whiteway the sum of One Thousand Six Hundred Twenty Five and 00/100 Dollars \$1,625.00 net per month. Payment is to be made in advance, commencing upon the uploading and posting of the artwork files provided by the Advertiser or no later than October 1, 2020.

4.

All advertising materials to be displayed electronically ("Content") on the Outdoor Advertising Display, and all art or copy furnished by Advertiser to Whiteway in connection with this Agreement, shall at all times meet the specifications guidelines provided by Whiteway to Advertiser from time to time ("Specifications") and shall comply with all applicable federal, state and local laws and regulations. All Content and materials furnished by Advertiser to Whiteway (a) shall not be contrary to the public interest, (b) shall conform to Whiteway's then existing programming and operating policies and standards, and (c) are subject to Whiteway's prior approval and continuing right to reject or cause Advertiser to edit the Content. In accepting this Agreement, Advertiser acknowledges and agrees that Whiteway reserves the right to reject any copy, pictorial or otherwise, which, in its sole discretion, (a) is offensive to the moral standards of the community, (b) is or may be considered false, misleading, or deceptive, (c) induces a violation of any present or future ordinance, regulation, law or statute, or (d) in any way reflects or may reflect on the character, integrity, or standing of any individual, firm, partnership, corporation or other entity. Advertiser shall indemnify and hold harmless Whiteway in the event any legal action is threatened or initiated against Whiteway as a result of any advertising placed on the billboard at the request of Advertiser. Indemnification shall include, but not be limited to, reasonable legal fees and the cost and expense of litigation.

5.

Neither Whiteway nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content. If Advertiser requests, within thirty (30) days of the last display of the Content hereunder, Whiteway will, at Advertiser's expense, return Advertiser's Content and materials to Advertiser. If Advertiser does not so request, Company has the

right to dispose of all Advertiser's Content and materials at any time after one hundred twenty (120) days following the last display of Content hereunder.

6. Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Whiteway at least three (3) days prior to the Commencement Date and thereafter during the term of this Agreement in accordance with Description and Specifications - Content Management. Subject to any additional charges specified in this Agreement, Whiteway shall, at its own cost, program and install the Content on the Outdoor Advertising Display on the Commencement Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Whiteway may, in its sole discretion, (a) install the Content or (b) display substitute content of any type and install the Content on the Outdoor Advertising Display at a later date if and when delivered by Advertiser to Whiteway in conformity with the Specifications. Should Advertiser request Whiteway to furnish Advertiser with sketches to scale, including camera-ready artwork, then Whiteway will provide these items to Advertiser at an additional charge.

7. Whiteway will deliver a monthly "Proof of Performance Report" as generated by the LED Digital Display at Whiteway's sole cost and expense.

8. All utilities for the operation and maintenance of this Outdoor Advertising Display are to be paid by Whiteway. Advertiser will reimburse Whiteway for all sales and use taxes which Whiteway may be required to pay to any taxing authority upon the sale of advertising space sold hereunder. These shall be additional charges or expenses to Advertiser.

9. The rent payments agreed to by the parties and set forth in paragraph 3 above include the cost of both routine and extraordinary maintenance and operation of the Sign subject to the limitations expressly set forth herein below. Whiteway promptly will provide all necessary routine and extraordinary maintenance required to keep the Sign functioning properly and to maintain an attractive appearance. Whiteway will at its expense provide electrical and any telephone modem communication hookup required to operate the Outdoor Advertising Display. If the Outdoor Advertising Display is damaged or malfunctions, Whiteway promptly will repair the damage or correct the malfunction, and rent will be abated proportionately in relation to the damage or malfunction to the normal function and utility of the Sign, from the time of such damage to the completion of repairs. For example, if the LED Digital Display goes out, and Whiteway does not repair the damage or malfunction within sixty-eight (48) hours following receipt of written notice from Advertiser of such damage or malfunction (not including holidays and weekends), then Advertiser will be entitled to a credit equal to the daily rate for each day thereafter until the LED Digital Display is repaired. In this example, if the monthly rent were \$2,000, then to determine the daily rate, one would divide the monthly rate by 30. If the LED Digital Display is not repaired until the tenth day following the expiration of the notice period, then the credit would be \$533.33. Advertiser shall have no right to make, and shall not make, any modifications or embellishments of any kind or nature to the Outdoor Advertising Display without the prior written consent of Whiteway in each instance, which consent may be withheld by Whiteway in its sole and absolute discretion.

10. Any delay or failure by Whiteway to perform hereunder as a result of force majeure, power interruptions, DSL connections, labor dispute, law, government action, warning or order, or similar causes beyond Whiteway's reasonable control, will not constitute a breach of this Agreement.

11. Whiteway will join the proprietary Outdoor Advertising Association of America (the "OAAA") system linked to NCMEC's central AMBER Alert database. When an AMBER Alert is issued, the OAAA system sends a notification to participating companies in the relevant jurisdictions with a standardized image for placement on digital billboards. The entire process usually takes less than 15 minutes. Advertiser's message will be pre-empted. Advertiser's rent payments due hereunder will not be abated in connection with any AMBER Alert.

12. This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

13. This Agreement shall be construed and enforced pursuant to the laws of the State of Georgia and all parties agree to be subject to the jurisdiction of the courts of Fulton County, Georgia.

14. This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

15. If the North Face is totally destroyed by storm, fire, lightning, earthquakes, or other casualty, including but not limited to vandalism, this Agreement shall terminate as of the date of such destruction, and all monthly usage fees shall be accounted for and prorated as between the parties hereto as of such date. If the North Face is damaged but not totally destroyed to the point it can be repaired within a reasonable period of time, monthly usage fees shall abate until Whiteway has restored the North Face to substantially the same condition as before damage, whereupon full monthly usage fees shall recommence. Should Whiteway, in its sole discretion, elect not to restore the North Face, regardless of the extent of damage, this Agreement shall terminate.

16.

If the whole of the leased space or such portion thereof as will make premises unusable for the purpose herein leased, or for any reason be condemned by any legally constituted authority for any public use or purpose, then in said event, this Agreement shall cease from the date when possession therefore is taken by public authorities, and monthly usage fees shall be accounted for as between the parties as of that date. Such termination however, shall be without prejudice to the rights of either party hereto to recover compensation and damages caused by condemnation from condemnor. It is further understood and agreed that neither party hereto shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of this Agreement as herein provided.

17.
If any monthly usage fees or other charges (including those arising under the indemnification provisions of this Agreement) owing under this Agreement are collected by or through an attorney at law, Advertiser agrees to pay fifteen (15%) percent thereof as attorney's fees, plus any and all costs of collection and litigation.

18.
The failure of a party hereto to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of such party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by a party hereto of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

19.
This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia.

20.
Notwithstanding the aforesaid, in the event Whiteway is unable to render the space available for the Outdoor Advertising Display as of the Commencement Date, for any reason whatsoever, this Agreement shall commence as of the date said space is rendered available for the Outdoor Advertising Display.

21.
Advertiser shall be deemed to have breached this Agreement by insolvency, default in the payment of any monthly usage fees or other charges herein provided for, appointment of a receiver for Advertiser's business, making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition in bankruptcy with respect to Advertiser, or the violating of any other term or condition hereof. In such event, Whiteway may, ten (10) days after written notice to Advertiser, take possession of the sign and declare the balance of the monthly usage fees herein provided for to be forthwith due and payable and Advertiser hereby agrees to pay such balance upon demand, provided, however, that if Advertiser should cure said default prior to expiration of said ten (10) day period, this Agreement shall remain in full force and effect the same as if said default did not occur.

22.
Notices shall be in writing and shall be sent via U.S. mail, certified or registered, with return receipt requested and postage prepaid, by hand delivery, or by reliable overnight courier, addressed in the case of Whiteway to:

David Levin, President
Whiteway Outdoor Advertising
6400 Powers Ferry Road, Suite 374
Atlanta, GA 30339

and in the case of Advertiser to:

Advertiser: IGN, LLC
Address: 3644 GA-42 Locust Grove, GA 30248
City & State: Locust Grove, GA 30248
Attention: Anne Orr - Main Street Manager

Any such notice shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the date of deposit in the United States mail if mailed as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall not affect the validity or the effectiveness of the notice. By giving at least ten (10) days prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

23.
Each rental payment will be made on the first business day of each month at Whiteway's main offices or at such other place as Whiteway may designate by notice. All terms are net cash. Payment not made when due shall bear a finance charge of one and one-half percent (1 1/2%) per month on the previous month's unpaid balance before crediting payments and/or credits.

24.
This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia. In the event that any signature herein is a facsimile or pdf as opposed to an original signature, it is agreed to by and between the parties herein that such signature shall be considered valid as if it was an original and shall be binding and enforceable accordingly against the signer or its principal, as the case may be.

25.

This Agreement contains the entire understanding of the parties concerning the matters stated herein, notwithstanding any prior written or oral agreements or understandings. The parties hereby expressly agree that they have not relied upon and do not rely upon any oral representation or other representation not contained herein. This Agreement may only be changed or modified by an agreement in writing signed by the hereto or their lawfully appointed representatives.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have affixed their hands the dates below indicated.

CITY OF LOCUST GROVE

BY: _____

ITS: _____

DATE: _____

WHITEWAY:

BY: _____

ITS: _____

DATE: _____

Witness _____

Witness _____

EXHIBIT C
LAMAR OUTDOOR
CONTRACT FOR DIGITAL ADVERTISING
I-75 AT HARTLEY BRIDGE ROAD
I-16 AT OCMULGEE EAST BLVD.
I-75 AT EXIT 167

Macon
 8001 Marcor University Drive
 Macon, GA 31210
 Phone: 478-474-3000
 Fax: 478-264-7277

LAMAR
 CONTRACT # 3371436

Date: 1/27/2020
 New/Renewal: NEW

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	719045.0
Name	CITY OF LOCUST GROVE
Address	LOCUST GROVE CITY HALL
City/State/Zip	LOCUST GROVE, GA 30248
Contact	ANNA OGG
Email Address	AOgg@locustgrove.ga.gov
Phone #	
Fax #	
P.O. Reference #	
Advertiser/Product	CITY OF LOCUST GROVE
Campaign	Opportunity: 2020 Campaign

MACO											
# of Panels: 12											
Panel #	Market	Location	Blum	Media Type	Size	WFS	Service Dates	# Billing Periods	Invest Per Period	Cost	Billing Cycle: Every 4 weeks
2805 30781012	282-MACON, GA	I-75 .2M S/O HARTLEY BR. RD. WS/FS DIGITAL	Yes	Digital Bulletin	10' 0" x 50' 0"		03/16/20-04/12/20	1	\$1,260.00	\$1,260.00	
2813 30881135	282-MACON, GA	I-16 - .4M W/O OCMULGEE EAST BLVD NS/FS	Yes	Digital Bulletin	38' 0" x 17' 0"		03/16/20-04/12/20	1	\$1,260.00	\$1,260.00	
2889 30781118	282-MCDONOUGH, GA	I-75 - .7 MILE N/O EXIT 221 ES/FS DIGITAL	Yes	Digital Bulletin	10' 0" x 50' 0"		03/16/20-04/12/20	1	\$1,260.00	\$1,260.00	
80012 30788785	282-MACON, GA	I-75 N/O EXIT 167 LOC.2 & R.SIDE DR. ES/FS	Yes	Digital Bulletin	10' 0" x 38' 0"		03/16/20-04/12/20	1	\$1,260.00	\$1,260.00	
2808 30781012	282-MACON, GA	I-75 .2M S/O HARTLEY BR. RD. WS/FS DIGITAL	Yes	Digital Bulletin	10' 0" x 50' 0"		09/28/20-10/25/20	1	\$1,260.00	\$1,260.00	
2813 30881135	282-MACON, GA	I-16 - .4M W/O OCMULGEE EAST BLVD NS/FS	Yes	Digital Bulletin	38' 0" x 17' 0"		09/28/20-10/25/20	1	\$1,260.00	\$1,260.00	
2889 30781119	282-MCDONOUGH, GA	I-75 - .7 MILE N/O EXIT 221 ES/FS DIGITAL	Yes	Digital Bulletin	10' 0" x 50' 0"		09/28/20-10/25/20	1	\$1,260.00	\$1,260.00	
80012 30788785	282-MACON, GA	I-75 N/O EXIT 167 LOC.2 & R.SIDE DR. ES/FS	Yes	Digital Bulletin	10' 0" x 38' 0"		09/28/20-10/25/20	1	\$1,260.00	\$1,260.00	
2808 30781012	282-MACON, GA	I-75 .2M S/O HARTLEY BR. RD. WS/FS DIGITAL	Yes	Digital Bulletin	10' 0" x 50' 0"		11/16/20-12/13/20	1	\$1,260.00	\$1,260.00	
2813 30881135	282-MACON, GA	I-16 - .4M W/O OCMULGEE EAST BLVD NS/FS	Yes	Digital Bulletin	38' 0" x 17' 0"		11/16/20-12/13/20	1	\$1,260.00	\$1,260.00	
2889 30781119	282-MCDONOUGH, GA	I-75 - .7 MILE N/O EXIT 221 ES/FS DIGITAL	Yes	Digital Bulletin	10' 0" x 50' 0"		11/16/20-12/13/20	1	\$1,260.00	\$1,260.00	
80012 30788785	282-MACON, GA	I-75 N/O EXIT 167 LOC.2 & R.SIDE DR. ES/FS	Yes	Digital Bulletin	10' 0" x 38' 0"		11/16/20-12/13/20	1	\$1,260.00	\$1,260.00	
										Total Space Costs:	\$15,000.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list in consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solid with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

INITIALS



Macon
8001 Marcor University Drive
Macon, GA 31210
Phone: 478-474-3800
Fax: 478-384-7377



Date: 1/27/2020
New/Renewal: NEW

Customer:	CITY OF LOCUST GROVE
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE

GENERAL MANAGER

DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the Initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the Initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leadway of five (5) working days from the Initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 90 day warranty against fading and tearing.

INITIALS



Macon
8001 Marcor University Drive
Macon, GA 31210
Phone: 478-474-3880
Fax: 478-284-7277



Date: 1/27/2020
New/Renewal: NEW

11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 8 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resale, transfer, donate or assign any advertising space without the prior written consent of Lamar.
13. **Digital Provisions:** Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.
14. **Customer Supplied Content (Spots) License and Indemnity Agreement**
Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.
 - 14(a) - **Customer Supplied Content -** When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):
 - (i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.
 - (ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.
 - (iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.
 - (iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.
 - (v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.
 - (vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.

INITIALS



Spring Campaign

Location	Start Date	End Date	4 Week Rate	Ad Period Total
I-75 .2 M S/O Hartley Br. WS/FS	3/16/2020	4/12/2020	\$1,250	\$1,250
I-16 .4 M E/O Ocmulgee E Blvd. NS/FE	3/16/2020	4/12/2020	\$1,250	\$1,250
I-75 N/O Exit. 167 Riverside Dr. ES/FS	3/16/2020	4/12/2020	\$1,250	\$1,250
I-75 .7 M N/O Exit 221 ES/FN	3/16/2020	4/12/2020	\$1,250	\$1,250
I-75 1M N/O Exit 224 WS/FN	3/2/2020	4/12/2020	\$2,100	\$3,150
I-75 .7 M N/O Exit 222 ES/FN	3/2/2020	4/12/2020	\$2,100	\$3,150
I-75 @ SR 54 WS/FS	3/8/2020	4/15/2020	\$1,625	\$2,263.00
			Campaign Total:	\$13,563
			2020 Total:	\$37,017
			CVB Budget Allocation:	\$18,000
			Cost to City:	\$19,017

Fall Campaign

Location	Company	Start Date	End Date	4 Week Rate	Ad Period Total
I-75 .2 M S/O Hartley Br. WS/FS	Lamar	9/28/2020	10/25/2020	\$1,250	\$1,250
I-16 .4 M E/O Ocmulgee E Blvd. NS/FE	Lamar	9/28/2020	10/25/2020	\$1,250	\$1,250
I-75 N/O Exit 167 Riverside Dr. ES/FS	Lamar	9/28/2020	10/25/2020	\$1,250	\$1,250
I-75 .7 M N/O Exit 221 ES/FN	Lamar	9/28/2020	10/25/2020	\$1,250	\$1,250
I-75 1M N/O Exit 224 WS/FN	Clear Channel	9/28/2020	10/25/2020	\$2,100	\$2,100
I-75 .7 M N/O Exit 222 ES/FN	Clear Channel	9/28/2020	10/25/2020	\$2,100	\$2,100
I-75 @ SR 54 WS/FS	Whiteway	10/1/2020	10/31/2020	\$1,625	\$1,799
				Campaign Total:	\$10,999
				2020 Total:	\$37,017
				CVB Allocation:	\$18,000
				Cost to City:	\$19,017

Holiday Campaign

Location	Company	Start Date	End Date	4 Week Rate	Ad Period Total
I-75 .2 M S/O Hartley Br. WS/FS	Lamar	11/16/2020	12/13/2020	\$1,250	\$1,250
I-16 .4 M E/O Ocmulgee E Blvd. NS/FE	Lamar	11/16/2020	12/13/2020	\$1,250	\$1,250
I-75 N/O Exit 167 Rivside Dr. ES/FS	Lamar	11/16/2020	12/13/2020	\$1,250	\$1,250
I-75 .7 M N/O Exit 221 ES/FN	Lamar	11/16/2020	12/13/2020	\$1,250	\$1,250
I-75 1M N/O Exit 224 WS/FN	Clear Channel	11/23/2020	12/27/2020	\$2,100	\$2,625
I-75 .7 M N/O Exit 222 ES/FN	Clear Channel	11/23/2020	12/27/2020	\$2,100	\$2,625
I-75 @ SR 54 WS/FS	Whiteway	11/8/2020	12/15/2020	\$1,625	\$2,205.00
				Campaign Total:	\$12,455
				2020 Total:	\$37,017
				CVB Allocation:	\$18,000
				Cost to City:	\$19,017