



City of Hogansville

## City Council

Regular Meeting Agenda

**Monday, February 20, 2023**

**Meeting will be held at Hogansville City Hall,  
111 High Street, Hogansville, GA 30230**

Mayor: <b>Jake Ayers</b>	2025	Interim City Manager: <b>Lisa E. Kelly</b>
Council Post 1: <b>Michael Taylor, Jr</b>	2025	City Attorney: <b>Alex Dixon</b>
Council Post 2: <b>Matthew Morgan</b>	2025	Chief of Police: <b>Jeffrey Sheppard</b>
Council Post 3: <b>Mandy Neese*</b>	2023	
Council Post 4: <b>Mark Ayers</b>	2023	
Council Post 5: <b>Toni Striblin</b>	2023	* Mayor Pro-Tem

### **Regular Meeting – 7:00 pm**

1. Call to Order – Mayor Jake Ayers
2. Invocation & Pledge

### **Consent Agenda**

All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

1. Approval of Agenda: Regular Meeting February 20, 2023
2. Approval of Minutes: Regular Meeting February 6, 2023
3. Approval of Minutes: Work Session Meeting February 6, 2023

### **New Business**

1. Diverse Power – Hogansville Lease Agreement
2. Mallard Lake Subdivision – Plat Restriction Removal

### **Interim City Manager's Report**

### **Chief of Police Report**

### **Council Member Reports**

1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

### **Mayor's Report**

### **Executive Session**

1. Personnel Exemption

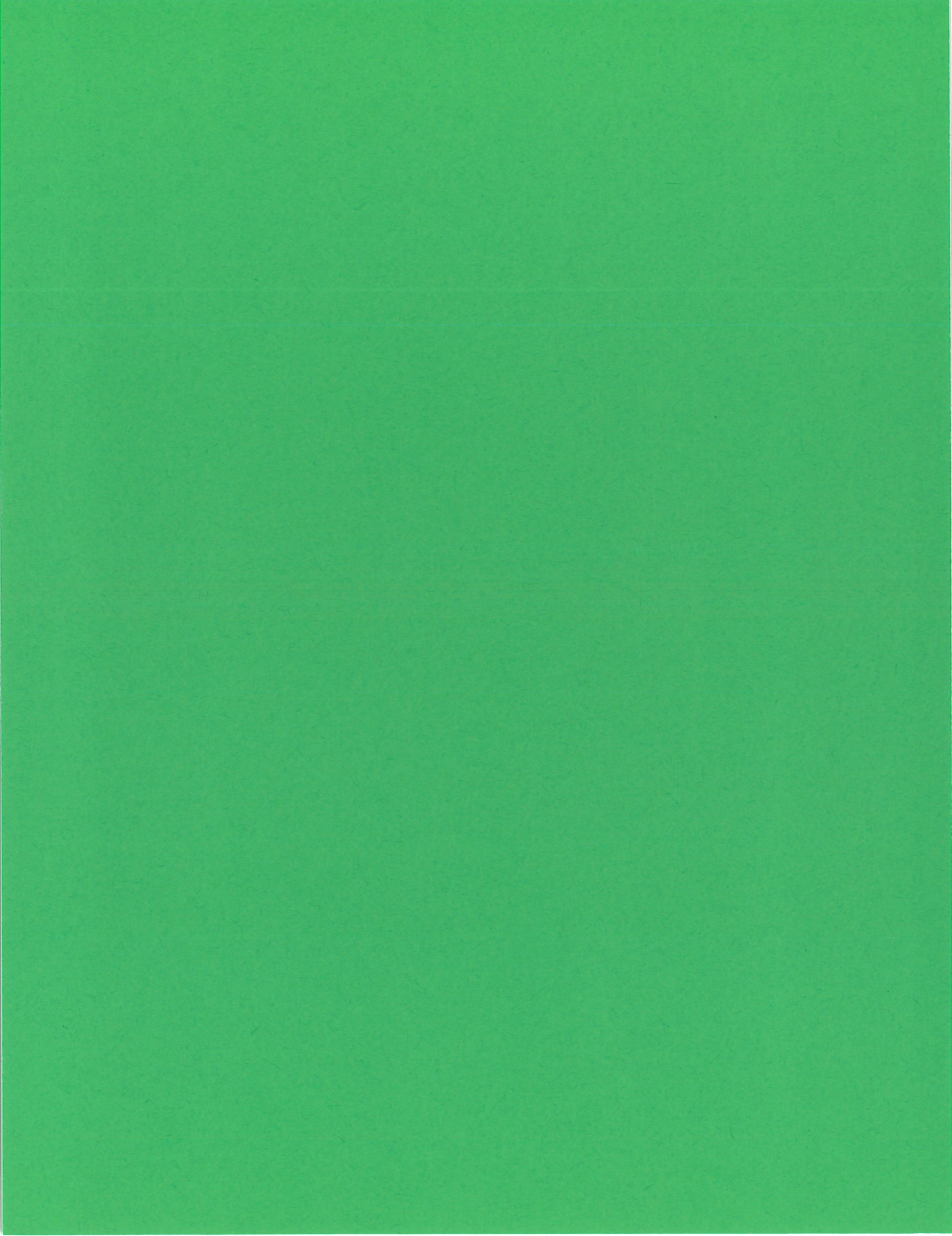
### **Adjourn**

#### **Upcoming Dates & Events**

- February 21, 2023 – 6:30 pm | Meeting of the Hogansville Historic Preservation Commission at Hogansville City Hall
- March 6, 2023 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall

**Meeting to be held at Hogansville City Hall, 111 High Street, Hogansville Ga. 30230**







**Regular Meeting**  
**February 6, 2023**

*Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230*

**Call to Order, Invocation and Pledge:** Mayor Jake Ayers called the meeting to order at 7:01 pm. Present were Mayor Ayers and Council Members Michael Taylor, Jr., Matthew Morgan, Mandy Neese, Mark Ayers and Toni Striblin. Also present were Interim City Manager Lisa Kelly, and City Attorney Alex Dixon. An invocation by Councilman Ayers and pledge of allegiance followed the call to order.

**Consent Agenda**

**Motion:** Toni Striblin moved that Consent Agenda be approved, including the (1) Regular meeting agenda for 6 February 2023 as presented; and (2) Minutes of the regular meeting held 17 January 2023. Councilman Taylor seconded the motion.

**Discussion:** None.

**Roll Call Vote:** Taylor (Yea), Morgan (Yea), Neese (Yea), Ayers (Yea) and Striblin (Yea).

**Motion Passed:** 5-0.

**New Business**

1. Two (2) Variance Requests – 102 Brazell Street

Interim City Manager Lisa Kelly presented the request. Applicant Gayle Devereaux was available for questions.

**Motion:** Toni Striblin moved that both variance requests be approved, namely:

- a) Variance Request for Troup Tax Parcel 0241D003011, 10.27 acres, 102 Brazell Street, Zoned R1 Residential – to vary from the requirement that all lots have street frontage, and
- b) Variance Request for Troup Tax Parcel 0241D003011, 10.27 acres, 102 Brazell Street, Zoned R1 Residential - to vary from the requirement that accessory buildings have 10-foot setbacks; to allow 5-foot setback instead for an existing garage on the property.

Councilman Ayers seconded the motion.

**Discussion:** It was explained that at a previous meeting the Hogansville Planning & Zoning Commission approved a minor subdivision request from Gayle Devereaux to divide her 10.27-acre lot at 102 Brazell into 2 lots. Because this would create a new landlocked lot at 102 Brazell Street, the P&Z also voted to recommend to City Council that Ms. Devereaux be granted a variance from the requirement that all lots front city streets, and also approved a 20' wide gravel access drive between 102 Brazell and 106 Brazell (which Ms. Devereaux also owns) that would give access from Brazell to the newly created 9.27-acre lot.

The P&Z Commission had also voted to recommend to City Council that Ms. Devereaux be granted a variance from the requirement that accessory buildings be at least 10 feet from property lines. This was because the proposed access drive will come within 5 feet of an existing garage at 102 Brazell St.

**Roll Call Vote:** Taylor (Yea), Morgan (Yea), Neese (Yea), Ayers (Yea) and Striblin (Yea).

**Motion Passed:** 5-0.

#### **Executive Session**

Toni Striblin moved to enter into Executive Session for a Personnel Exemption matter at 7:44pm. Michael Taylor seconded the motion.

**Roll Call Vote:** Striblin (Yea), Taylor (Yea), Morgan (Yea), Neese (Yea), Ayers (Yea).

**Motion Passed:** 5-0.

The Regular Meeting reconvened at 8:07pm.

#### **Adjourn**

Upon a motion by Mandy Neese and second by Mark Ayers, and with unanimous consent, Mayor Jake Ayers adjourned the meeting at 8:08 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lynne Miller".

Lynne Miller, AICP  
Planning & Development Director



**Work Session Meeting**  
**February 6, 2022**

*Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230*

**Call to Order:** Mayor Jake Ayers called the Work Session to order at 6 pm. Present were Mayor Jake Ayers and Council Members Michael Taylor, Jr., Matthew Morgan, Mark Ayers, Mandy Neese and Toni Striblin. Also present were Interim City Manager Lisa Kelly, City Attorney Alex Dixon.

**DISCUSSION ITEMS**

1. Update: Electric Utility

Interim City Manager Lisa Kelly distributed copies of an updated 2022 – 2023 City of Hogansville Electrical Finance Sheet, explaining that City electricity costs spiked this past December, coming in at more than \$439,000 against a monthly budget of \$200k. Demand was extremely high, Ms. Kelly noted. The City charges a flat rate to consumers, and doesn't change that rate if demands on the system change. Hogansville owns electric capacity, she said, but the City had to enter the open market, where the City paid 4 times more per kilowatt hour, after the pre-bought power was used up. Local governments throughout the state encountered this problem, she noted. The City pulled from an emergency budget reserve of \$239,000 intended for shortfalls in other departments.

The City's \$112,000 year-to-date profit is intact, Ms. Kelly said. She is telling department heads to limit expenses and conserve. The City will continue to deal with emergencies but watch expenses. The City be meeting with MEAG to prevent future events like this, she said. As MEAG's Plant Vogel brings more and more capacity on-line, the City will have the potential to purchase more capacity and more demand.

The City Council agreed to invite MEAG to a meeting in April or May to discuss options for Hogansville.

2. Update: LMIG Paving Projects and Cost Projections

Lisa Kelly reported that GDOT's Local Maintenance and Improvement Grant (LMIG) for Hogansville will total roughly \$48,000 this year. Ms. Kelly has submitted the application. She and Councilwoman Neese recently drove through town and identified 52 road sections needing patches. Most of the patches are needed as a result of utility repairs. Total cost of this patchwork will be approximately \$110,000. This project will be bid out.

3. Update: Sewer Monitoring and Smoke Test Results

Ms. Kelly reported that 16 sewer monitors are in place, and the City has borrowed a smoke testing machine, to look for stormwater infiltration and inflow (I/I) entering the sewer lines. Getting lots of results, Ms. Kelly said, but no serious I/I seen yet. When that happens, those lines and mains will be repaired to increase capacity at the City's new wastewater treatment plant. The City has funds for this in the City's current and proposed new SPLOST. One area of I/I concern is the trunkline at Huntcliff.



4. Update: Bass Cross Road Water Line

Lisa Kelly reported that this phase of the water system improvements projects extends water mains from the LaGrange water intake on US 29, all the way up to the intake for the interstate water tank, including 1,000 feet on Mountville-Hogansville Road and the entire length of Gates Rd. The construction of the line is completed but booster pumps will need to be installed prior to bringing water on-line in the system. This project will go to bid in February and could be awarded in March 2023. It is imperative to get this step completed as there are two booster pumps at Mountville Rd. and East Boyd Rd. that currently feed water to the interstate tank and one is failing. Once the new main is active, the existing boosters will only be used in an emergency.

5. Update: Street Sweeper

Ms. Kelly reported that the City has received preliminary approval from USDA for a \$200,000 street sweeper. USDA will pay 40% as grant and the rest as loan. As soon as the City is fully approved, the street sweeper will be purchased.

6. Update: Isaiah Lofton Park – Brick Project

As the final part of this park project, the City has pavers that will be engraved and installed near the monument. This originally was intended to be a fundraising effort and the City plans to implement a plan to begin that process soon. It is yet determined who will do the actual engraving, but research is underway to determine that, along with the program details. More information will be rolled out soon.

**ADJOURNMENT**

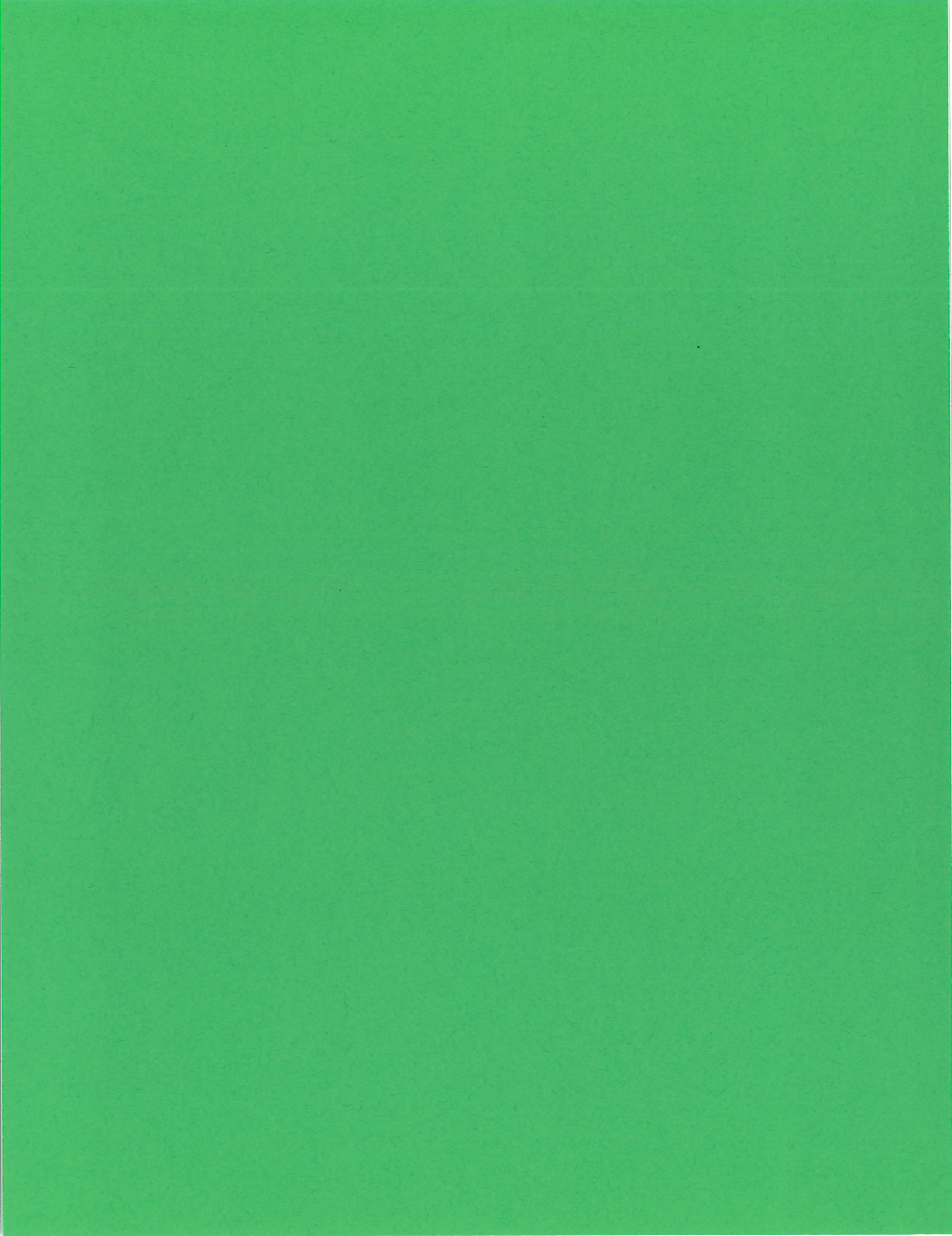
With unanimous consent, Mayor Ayers adjourned the meeting at 6:51 pm.

Respectfully submitted,



Lynne Miller, AICP

Planning & Development Director





## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter "Agreement") is made this day of February, 2023, by and between the CITY OF HOGANSVILLE, GEORGIA, a municipal corporation of Troup County, Georgia (hereafter "Lessor"), and DIVERSE POWER INCORPORATED, an Electric Membership Corporation (hereafter "Lessee").

1. **Site Lease.** Subject to the terms and conditions contained in this Agreement, Lessor hereby leases to Lessee that parcel of land more particularly described within Exhibit "A" attached hereto (hereafter "Property").

2. **Use.** The Property may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas or buildings and related facilities and activities ("Intended Use"). Prior to installation of same, Lessee shall submit the plans and specifications for said facility for approval by Lessor, which shall not be unreasonably withheld, delayed or conditioned. Lessee shall comply in all aspects with all local, state and federal laws, rules, ordinances and regulations governing Lessee's activities on the Property and/or Easement, including, but not limited to, the Hogansville zoning ordinance. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses or permits required for Lessee's use of the Property and/or Easement (hereafter "Government Approvals"). Lessee may construct additional improvements, demolish and/or reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Agreement.

3. **Initial Term.** The initial term of this Agreement shall be five (5) years, commencing on the date that Lessee commences construction (hereafter "Commencement Date") and shall terminate on the fifth (5th) anniversary of the Commencement Date (hereafter "Initial Term").

4. **Renewal Terms.** Lessee shall have the right to extend this Agreement for nine (9) additional five (5) year terms (hereafter "Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement. If Lessee is not in default, this Agreement shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The Initial Term and Renewal Terms shall collectively be referred to as the "Term."



5. **Consideration.**

(a) Lessee shall prepare the site, install a slab, construct a building to house communication equipment, provide and install a generator, install a fence around the building, and provide Lessor with nineteen inches of space on a six foot tall rack for Lessor to use in housing its communications equipment. Lessee shall also give ~~Lessee~~ Lessor a circuit on fiber currently owned by Lessee allowing it to connect to the Hogansville tower site in the Meriwether County Industrial Park.

(b) Lessor shall pay for electric service to the building and equipment, provide and pay for gas for the generator, and pay the one time sum of \$20,000.00 to Lessee as a contribution to the construction of the improvements noted above.

6. **Lessor's Representations and Warranties.**

(a) Lessor represents and warrants that Lessee's Intended Use of the Property and Easement is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor confirms that Lessee's use of the Property as outlined in this Agreement is within the scope of use as allowed on the Property as currently zoned. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Property and Easement which will constructively prohibit Lessee's Intended Use of the Property and Easement. Lessor further represents and warrants that the execution of this Agreement by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

(b) Lessor has the authority to enter into and be bound by the terms of this Agreement;

(c) The Property and/or Easement are not presently subject to an option, lease or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Agreement and Lessor covenants that it shall not grant or enter into any contract which will materially interfere with or constructively prohibit Lessee's use of the Property until this Agreement expires or is terminated.

7. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Property and/or Easement is actually or constructively prohibited through no fault of Lessee, this Agreement shall terminate and be of no force or effect.

8. **Interference.** Lessor shall not permit or suffer the installation and existence of any other improvements (including, without limitation, transmission or reception devices) upon the Property, or the parent parcel of Lessor (said parent parcel described within **Exhibit "B"** attached hereto) if such improvements materially interfere with transmission or reception stemming from Lessee's Intended Use.

9. **Improvements, Utilities and Access.**

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas; communications equipment, and equipment cabinets or shelters and related facilities (collectively "Tower Facilities"). The Tower Facilities shall remain the exclusive Property of the Lessee throughout the Term and upon termination of this Agreement. Lessee shall have the obligation to remove all of the above and below -ground portions of the Tower Facilities following any termination of this Agreement, and shall return the Property to Lessor in substantially the same condition as it existed upon the Commencement Date of this Agreement, reasonable wear and tear excepted. Lessor grants Lessee the right to clear all trees, undergrowth or other obstructions on the Property and/or Easement and to trim, cut and keep trimmed and cut all tree limbs on the Property and/or Easement which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive Easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance and operation of the Tower Facilities.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property and Easement (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or bring utilities across or under) the Easement to service the Property and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sub-lessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in attempting to locate and allow utilities elsewhere on the Parent Parcel or on other real property owned by Lessor, with any additional compensation required for such use being agreed upon by

Lessee and Lessor. Lessor shall, upon Lessee's request, execute a separate written Easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Agreement enjoy ingress, egress and access to and from the Property and/or Easement through an open access drive or public road which presently exists. If no improved road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Property, Easement and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the easement in a free and open condition so that no material interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

**10. Termination.** Except as may be otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, by either party upon default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default.

**11. Subleases.** Lessee at its sole discretion shall have the right without any need to obtain the consent of Lessor to license or sublease all or a portion of the Property, Easement and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensees and sublessee(s) shall be entitled to modify the tower and to erect additional improvements on the Property including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Property as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Property by said licensee(s) and sublessee(s) together with rights of ingress and egress to the Property and the right to install utilities on the Property as if said licensee or sublessee were the Lessee under this Agreement. All obligations of Lessee under this Agreement shall be likewise binding upon and the obligations of any licensee or sublessee.

**12. Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property and any personal property taxes attributable to its equipment located thereon.



13. **Condemnation.** If a condemning authority takes all of the Property and/or Easement, or a portion sufficient in Lessee's determination to render the Property and/or Easement in the opinion of Lessee unsuitable for Lessee's Intended Use, this Agreement shall terminate as of the date title vests in the condemning authority.

14. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term insurance as required in this section. Said policy and general liability insurance shall provide for no less than a combined single limit of Three Million Dollars (\$3,000,000.00) per occurrence. Lessor shall be named as an additional insured on the general liability insurance required herein.

15. **Environmental Compliance.** Lessor makes no warranty as to whether the Property is free of contaminants, oils, asbestos, PCB's, hazardous substances or waste as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local governmental authority ("Hazardous Materials"). Lessor does however represent to the best of its knowledge and belief no Hazardous Material are on the Property.

16. **Notices.** Any notices required hereunder shall be sent to the following addresses unless a party should designate a different address in writing:

**Lessor: City of Hogansville**  
Attn: \_\_\_\_\_, City Manager  
Hogansville, Georgia 30230  
**With Copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lessee: Diverse Power Incorporated**  
Attn: Randy Shepard  
P.O. Box 160, LaGrange, GA 30241  
**With Copy to:** D. Ray McKenzie, Jr.  
Willis McKenzie, LLP  
300 Smith St., LaGrange, GA 30240

17. **Assignment.** Any sublease, license or assignment of this Agreement that is entered into by Lessor or Lessee shall be subject to the provisions of this Agreement. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgages or holders of security interest including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor

shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Lessee may assign this Agreement to another entity with the consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned. If a termination, disaffirmance or rejection of this Agreement pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give (upon proper proof of authority) the Secured Parties the right to enter upon the Property for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Agreement.

18. **Successors and Assigns.** This Agreement shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

Signed, sealed and delivered this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Unofficial Witness  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

Lessor:  
City of Hogansville, Georgia  
By: \_\_\_\_\_ (Seal)  
Attest: \_\_\_\_\_ (Seal)  
Date: \_\_\_\_\_

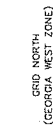
Signed, sealed and delivered this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Unofficial Witness  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

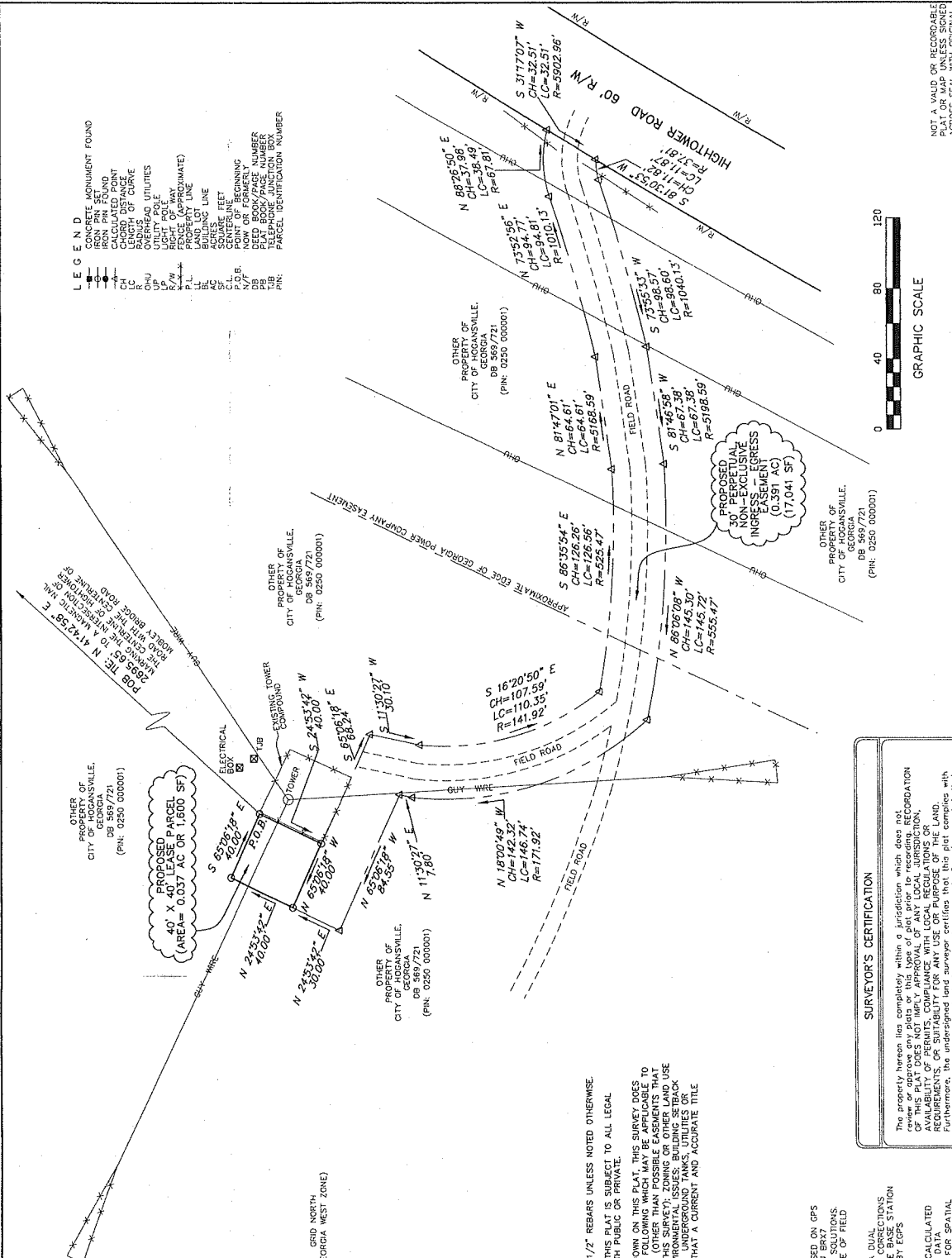
Lessee:  
Diverse Power Incorporated, an Electric Membership Corporation  
By: \_\_\_\_\_ (Seal)  
Randy Shepard, Senior Vice President

eFiled & eRecorded  
 DATE: 2/1/2023  
 TIME: 4:29 PM  
 PLAT BOOK: 00083  
 RECORDING FEES: \$10.00  
 PARTICIPANT ID: 2379833487  
 CLERK: Jackie Taylor  
 Troup County, GA

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



- LEGEND**
- CONCRETE MONUMENT FOUND
  - IRON PIN FOUND
  - CHADWICK DISTRICT
  - CHADWICK DISTRICT
  - LENGTH OF CURVE
  - OVERHEAD UTILITIES
  - UTILITY POLE
  - RIGHT OF WAY
  - PROPOSED (APPROXIMATE)
  - LAND LOT LINE
  - ADJACENT
  - SQUARE FEET
  - POINT OF BEGINNING
  - DEED BOOK/PAGE NUMBER
  - FLAT BOOK/PAGE NUMBER
  - PARCEL IDENTIFICATION NUMBER
  - PIN:



**SURVEYOR'S CERTIFICATION**

The property hereon lies completely within a jurisdiction which does not require a plat to be recorded in order to be effective. THE SURVEYOR'S CERTIFICATION IS MADE UNDER THE PROVISIONS OF THE GEORGIA SURVEYING ACT, CHAPTER 10, ARTICLE 1, SECTION 10-10-1. THE SURVEYOR'S CERTIFICATION IS MADE UNDER THE PROVISIONS OF THE GEORGIA SURVEYING ACT, CHAPTER 10, ARTICLE 1, SECTION 10-10-1. THE SURVEYOR'S CERTIFICATION IS MADE UNDER THE PROVISIONS OF THE GEORGIA SURVEYING ACT, CHAPTER 10, ARTICLE 1, SECTION 10-10-1.

PHILIP C. FLEMING, JR., G.A. RLS #9622 DATE: 1-25-23

**GENERAL NOTES:**

1. ALL IRON PINS FOUND OR PLACED ARE 1/2" REBARS UNLESS NOTED OTHERWISE.
2. ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS - OF-WAY, BOTH PUBLIC OR PRIVATE.
3. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS (OTHER THAN POSSIBLE EASEMENTS OF NEIGHBORHOOD); RIGHTS OF WAY; RIGHTS OF ACCESS; RIGHTS OF UTILITIES; BUILDING SETBACK REQUIREMENTS; PROTECTIVE COVENANTS; UNDERGROUND TANKS, UTILITIES OR OTHER MATTERS THAT A CURRENT AND ACCURATE TITLE SEARCH MIGHT DISCLOSE.

NOTE: BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS USING A PAIR OF CARLSON BRX7 RECEIVERS (BASE AND ROVER) AND EGPS SOLUTIONS. REAL TIME NETWORK ADJUSTMENT AT DATE OF FIELD WORK SHOWN.

THIS SURVEY WAS PERFORMED UTILIZING A DUAL FREQUENCY GPS RECEIVER (CARLSON BRX7) AND A REAL TIME NETWORK (RTN) OPERATED AND MAINTAINED BY EGPS SOLUTIONS, INC.

THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEODESIC DATA COMMISSION PART 3 (NATIONAL STANDARD FOR SPATIAL DATA ACCURACY) IS 0.04 FEET HORIZONTALITY AT A 95% CONFIDENCE LEVEL.

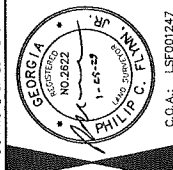
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 171,691 FEET (EASEMENT)

EQUIPMENT USED: TOPCON GPT 3003IV CARLSON BRX7 (BASE AND ROVER)

AUTHORIZED: BY: CHUCK REDMAN FOR: DIVERSE POWER, INC. DEED BOOK 369, PAGE 721

REFERENCES: 2-4967

DATE: 1-25-23



C.O.A.: LSFD01247

SURVEY OF PROPOSED LEASE SITE & ACCESS EASEMENT FOR:  
**DIVERSE POWER, INC.**  
 ON THE PROPERTY OF THE CITY OF HOGANSVILLE, GEORGIA  
 LOCATED IN  
 LAND LOT(S): 57 TROUP COUNTY, GEORGIA  
 HOGANSVILLE 12TH DISTRICT  
 SCALE: 1"=40' (ORIGINAL) DATE: 25 JANUARY, 2023

PREPARED BY:  
**CAMP & ASSOCIATES LAND SURVEYING, INC.**  
 502 SOUTH GREENWOOD P.O. BOX 282  
 LAGRANGE, GEORGIA 30240  
 PHONE: 706-884-6066  
 WWW.CAMP-SURVEYING.COM



GRAPHIC SCALE



## EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 57 of the twelfth Land District of Troup County, Georgia and being more particularly shown as a 40' by 40' proposed lease parcel consisting of 0.037 acres more or less on a plat of survey entitled "Survey of Proposed Lease Site and Access Easement for Diverse Power, Inc. on the Property of the City of Hogansville, Georgia", dated January 25, 2023, prepared by Philip C. Flynn, Jr., RLS No. 2622, and recorded in Plat Book 83 Page 153 Troup County, Georgia Deed Records. Also included within the Property is the access easement shown on said Plat.

## EXHIBIT B

The parent parcel is hereafter described as the property of the City of Hogansville, Georgia described more particularly in Deed Book 569 Page 721 Troup County, Georgia Deed Records.

CITY COUNCIL  
Mayor Jake Ayers  
Michael Taylor, Jr., Post 1  
Mathew Morgan, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Toni Striblin, Post 5



City Manager - Open  
Lisa Kelly, Interim City Manager  
Alex Dixon, City Attorney

111 High St  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

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## COUNCIL ACTION FORM

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**MEETING DATE:** February 20, 2023

**SUBMITTED BY:** Lisa Kelly

**AGENDA TITLE:** Mallard Lake Subdivision – Plat Restriction Removal

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

Ordinance (No. \_\_\_\_)

Contract

Information Only

Public Hearing

Resolution (No. \_\_\_\_)

Ceremonial

Discussion/Action

Other

**BACKGROUND** (Includes description, background, and justification)

301 Duck Walk Way (Lot 18) in Mallard Lake subdivision was built and a Certificate of Occupancy was approved in late 2022. Through the course of selling this property, the title company discovered a plat restriction on the final recorded plat that involved this lot.

In 2003, a letter was submitted to the City (attached) that resulted in the hand written note be attached to the final plat (also attached) restricting permits from being pulled for this lot. After this letter was produced and the final plat recorded, the pool and pool house were built on lot 18. The final plat housed here at City Hall does not include the hand written note indicating any restrictions nor is it signed by any authority at the time.

I have discussed the situation with the lead building official with CAA – Charles Abbott & Associates, Will Hart, who has indicated there was no reason that once the pool and pool house were demolished that the lot should not have been developed. I have included all applicable permits to this lot in the packet.

In speaking with Chief Appraiser, Dam Smith with Troup County, in order to clear the plat restriction, the City must remove the plat restriction by Council action. Alex Dixon is in agreement with this step and the process we are proposing tonight.

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

None

**STAFF RECOMMENDATION** (Include possible options for consideration)

Staff recommends that the City Council remove the plat restriction to allow for sale of the property with a clear title.



TO: City of Hogansville  
400 Main Street  
Hogansville, GA 30230  
Attn: Mayor Wilson St Clair;

11-3-03

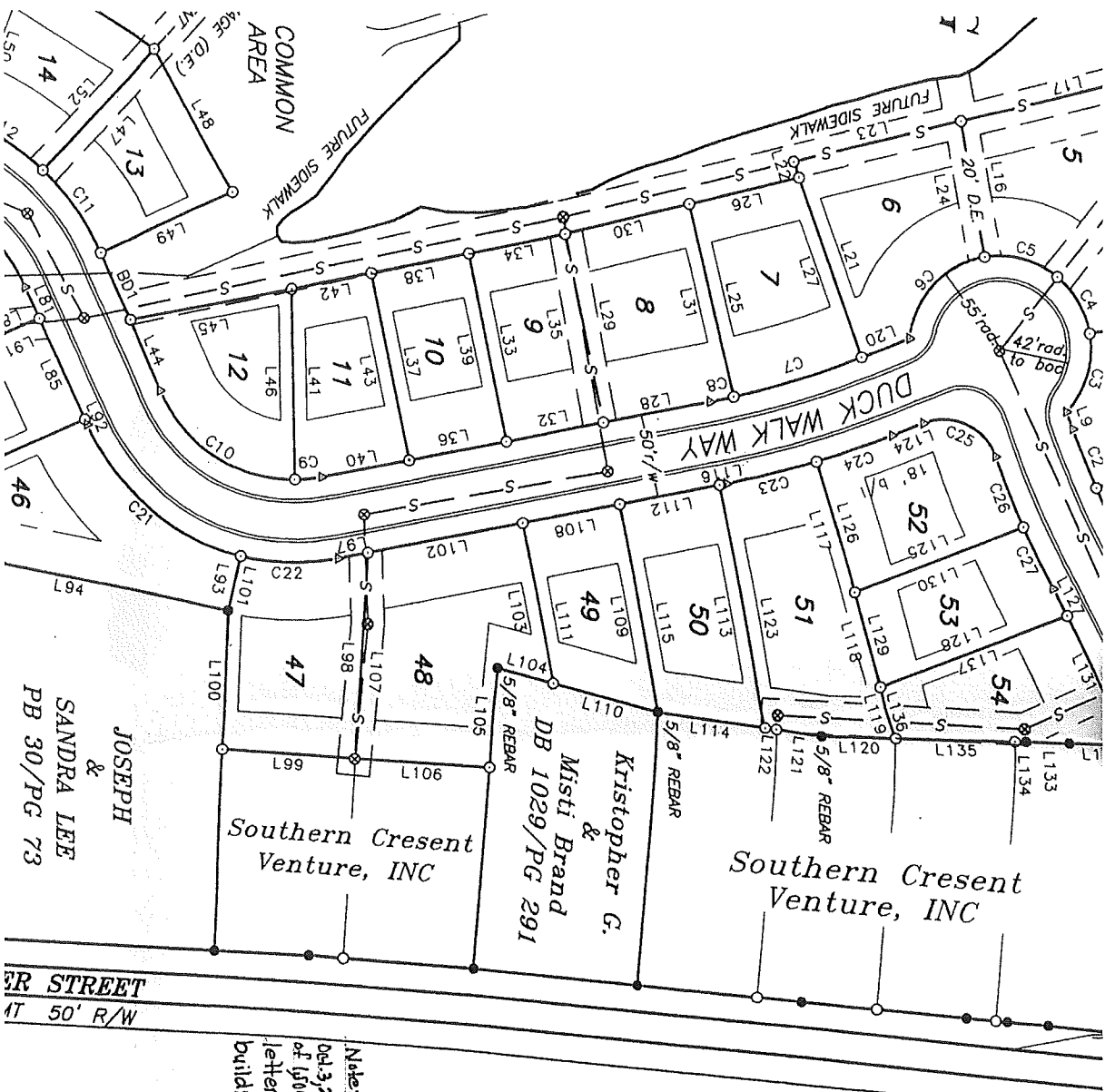
From: Southern Crescent Venture, Inc.  
5134 North Shores Rd  
Acworth, GA 30101  
404 374-2922

Dear Mayor Wilson St Clair,

Southern Crescent Venture, Inc. agrees as requested by the City of Hogansville to not request a building permit in the Mallards Lake Subdivision until either the sidewalks are installed around the lake as per the preliminary plat, or the sidewalk project has been bonded to ensure its completion, and to not request a building permit for lot #33 (Final Plat of Mallards Lake S/D dated 6-18-03 signed by Cullen Patton) until adjacent land is purchased to make the lot more rectangular, nor to request a building permit for lot #18.

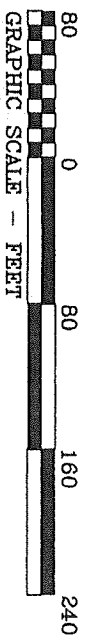
*Phil Martin Phil Martin*

Phil Martin  
VP Southern Crescent, Inc.



LEGEND:

- 1/2" REBAR TO BE SET
- CONCRETE R/W MON. FD.
- 1/2" REBAR FD./EXCEPT AS NOTED
- POWER POLE
- TELEPHONE POLE
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE LINE
- GAS LINE
- WATER LINE
- UNDERGROUND TELEPHONE CABLE
- BRANCH
- EXISTING FENCE
- PROPOSED CONTOUR
- UNDERGROUND ELECTRIC LINE (UGEL)
- SEWER LINE
- CALCULATED POINT
- △ SWAMP
- △ FIRE HYDRANT
- △ BUILDING LINE
- △ WATER METER
- △ MAN HOLE
- ⊕ FENCE POST
- ⊕ FENCE CORNER
- ⊕ PROPERTY LINE
- ⊕ P.O.B.
- ⊕ TRUE POINT OF BEGINNING
- ⊕ POINT OF BEGINNING



The locations of underground utilities/structures as shown hereon are based on above ground structures or as marked on the plan by the appropriate agencies. Additional buried utilities and/or structures may be encountered. No assurance was made

**Notes:** Final plat was approved by Haganville Mayor and council Oct 3, 2003 with the following stipulations: 1. Residents to have a minimum of 100 sq-ft of heated area and enclosed garage for automobile. 2. 1/3 per letter from Southern Crescent Venture, Inc. dated 11/3/03. No building permit to be issued on lot 18.

2004 FEB 24 AM 11:01  
JACOB H. TAYLOR  
CLERK OF SUPERIOR COURT

## Lisa Kelly

---

**From:** William Hart <williamhart@caa.inc>  
**Sent:** Tuesday, February 14, 2023 1:41 PM  
**To:** Lisa Kelly  
**Subject:** 301 Duck Walk Way  
**Attachments:** 301 Duck Walk Way submitted documents.pdf

Mrs. Kelly,

I have attached the submitted documentation for the construction project at 301 Duck Walk Way. In total 16 inspections took place from 7/15/2022- 11/16/2022. The final inspection was completed and approved by Brittany Witt on 11/16/2022.

If this correspondence should leave you with any additional questions and or concerns, please don't hesitate to contact me.

Respectfully,  
Will



**Transaction Receipt - 5/26/2022**  
 City of Hogansville - Building & Safety Division  
 400 E. Main Street  
 Hogansville, GA 30230  
 (706) 637-8629

**Address:** 301 Duck Walk Way  
**Work Authorized:** Building, Electrical, Mechanical, Plumbing  
**Improvements:** New  
**Type of Project:** NEW SINGLE FAMILY RESIDENCE  
**Owner:**

**Permit #:** 2022-111  
**Application Date:** 05/25/2022  
**Date Issued:** 05/26/2022  
**Permit Status:** Issued

**Contractor:** NIGEL BRODIE

description	qty	amount
<b><u>001 Building</u></b>		
Project Valuation		\$0.00
Residential Building Permit		\$2,354.00
Residential Plan Review	1	\$150.00
<b>Building Total:</b>		<b>\$2,504.00</b>
<b><u>005 Administrative Fee</u></b>		
Administrative Fee	1	\$25.00
<b>Administrative Fee Total:</b>		<b>\$25.00</b>
<b><u>006 MEP</u></b>		
Plumbing Permit	1 valuation	\$80.00
Electrical Permit	1 valuation	\$80.00
Mechanical Permit	1 valuation	\$80.00
T-Pole or Power Reconnect	1 qty	\$100.00
<b>MEP Total:</b>		<b>\$340.00</b>
<b>Total Fees:</b>		<b>\$2,869.00</b>
<b>Amount Due:</b>		<b>\$0.00</b>

**Recent Transactions**

date	valuation	receipt #	amount	payee name	method of payment
05/25/2022	\$333,313.00	01089	\$2,869.00	Tyia Holloway	credit card



**City of Hogansville**  
**Building & Safety Division**  
**Permit**

Project Number: **2022-111**

<b>Job Address:</b> <b>301 Duck Walk Way</b> Tract: _____ Lot: _____ APN: _____	<u>Application Date</u> 5/25/2022	<u>Issued Date</u> 5/26/2022	<u>Expired Date</u> 11/22/2022	301 Duck Walk Way	
<b>Owner:</b> <input type="checkbox"/> Owner/Builder	<b>Permit Status:</b> Issued		<b>Created By:</b> Willhart		
<b>Applicant:</b> <b>WJH LLC</b> 3091 GOVERNORS LAKE DR SUITE 300 NORCROSS, GA 30071 Phone: (770) 548-5903	<b>Building Use:</b> RESIDENTIAL - SFR <b>Type of Project:</b> NEW SINGLE FAMILY RESIDENCE <b>Improvements:</b> NEW				
<b>Contractor:</b> <b>NIGEL BRODIE</b> Phone: (470) 556-0454	<b>Work Authorized</b> Building, Electrical, Mechanical, Plumbing				
	<u>Valuation</u> \$333,313	<u>Construction Type</u>	<u>Occupancy Group</u>		
	<u>Zoning</u>	<u>Existing Sq. Ft.</u>	<u>New Square Footage</u>		
	<u>APN</u>	<u>Lot</u>	<u>Sprinklers</u>		
<small>THIS PERMIT SHALL EXPIRE IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS.          ALL WORK SHALL CONFORM TO THE 2018 IBC, IRC, IPC, IMC, IFBC, IFGC, ISPS, 2015 IECC, 2020 NEC, 2020 GEORGIA AMENDMENTS AND SUPPLEMENTS.</small>					
<b>Comments/Conditions/Project Description:</b> CONSTRUCT NEW 4 BEDROOM 3 BATH HOME					
CONTRACTOR TO PROVIDE ACCESS TO ROOF & ATTIC CONTRACTOR TO PROVIDE COPY OF PERMIT TO HOMEOWNER PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE					
The issuance of this permit authorizes improvements of the real property designated herein which improvements may subject such property to mechanics' and materialmen's liens pursuant to Part 3 of Article 8 of Chapter 14 of Title 44 of the Official Code of Georgia Annotated. In order to protect any interest in such property and to avoid encumbrances thereon, the owner or any person with an interest in such property should consider contacting an attorney or purchasing a consumer's guide to the lien laws which may be available at building supply home centers. O.C.G.A. § 8-2-26 (e)(1) and (2)					
<b>CERTIFICATE OF COMPLIANCE AND AUTHORIZING OF ENTRY:</b> <i>I certify I have read this application and state that the above information is correct. I agree to comply with all federal and state laws, county ordinances, relating to building construction, and authorize a representative of City of Hogansville to enter upon the property for which I have applied for this permit for the purpose of making inspections.</i>					
Signature of Applicant or Agent _____		Print Name of Applicant or Agent _____		Date _____ 301 Duck Walk Way Project #: 2022-111	



CITY OF HOGANSVILLE  
**LAND DISTURBANCE  
PERMIT**

This Permit Must Be Plainly Displayed At The Location Of The Project For Which It Is Issued

It shall be unlawful to remove, destroy or deface this notice until the project authorized hereby is completed in accordance with the ordinances of the City of Hogansville

Issued to Wade Juency Homes LLC

Location of Project 301 Duck Walk Way (Lot# 18)

Land Area to be Disturbed 0.19 Acres

Cost of Permit \$ 35.00

Date May 26, 2022

ISSUED AND WITNESSED

BY Lillian Drake

APPLICANT-OWNER-AGENT



**City of Hogansville**  
**Building & Safety Division**  
**Permit**

Project Number: **2022-111**

301 Duck Walk Way

<u>Job Address:</u> <b>301 Duck Walk Way</b> Tract:                      Lot:                      APN: <u>Owner:</u> <input type="checkbox"/> Owner/Builder <u>Applicant:</u> <b>WJH LLC</b> 3091 GOVERNORS LAKE DR SUITE 300 NORCROSS, GA 30071 Phone: (770) 548-5903 <u>Contractor:</u> <b>NIGEL BRODIE</b> Phone: (470) 556-0454	<u>Application Date</u>	<u>Issued Date</u>	<u>Expired Date</u>		
	5/25/2022	5/26/2022	11/22/2022		
	<u>Permit Status:</u> Issued		<u>Created By:</u> Willhart		
	<u>Building Use:</u> RESIDENTIAL - SFR				
	<u>Type of Project:</u> NEW SINGLE FAMILY RESIDENCE				
	<u>Improvements:</u> NEW				
	<u>Work Authorized</u>				
	Building, Electrical, Mechanical, Plumbing				
	<u>Valuation</u>	<u>Construction Type</u>	<u>Occupancy Group</u>		
	\$333,313				
<u>Zoning</u>	<u>Existing Sq. Ft.</u>	<u>New Square Footage</u>			
<u>APN</u>	<u>Lot</u>	<u>Sprinklers</u>			
<p>THIS PERMIT SHALL EXPIRE IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS.</p> <p>ALL WORK SHALL CONFORM TO THE 2018 IBC, IRC, IPC, IMC, IFC, IFGC, ISPSC, 2015 IECC, 2020 NEC, 2020 GEORGIA AMENDMENTS AND SUPPLEMENTS.</p>					
<u>Comments/Conditions/Project Description:</u>					
CONTRACTOR TO PROVIDE ACCESS TO ROOF & ATTIC CONTRACTOR TO PROVIDE COPY OF PERMIT TO HOMEOWNER PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE  The issuance of this permit authorizes improvements of the real property designated herein which improvements may subject such property to mechanics' and materialmen's liens pursuant to Part 3 of Article 8 of Chapter 14 of Title 44 of the Official Code of Georgia Annotated. In order to protect any interest in such property and to avoid encumbrances thereon, the owner or any person with an interest in such property should consider contacting an attorney or purchasing a consumer's guide to the lien laws which may be available at building supply home centers. O.C.G.A. § 8-2-26 (e)(1) and (2)  <div style="text-align: center;">   <b>HOGANSVILLE</b>              GEORGIA           </div>					
CONSTRUCT NEW 4 BEDROOM 3 BATH HOME					

**CERTIFICATE OF COMPLIANCE AND AUTHORIZING OF ENTRY:** I certify I have read this application and state that the above information is correct. I agree to comply with all federal and state laws, county ordinances, relating to building construction, and authorize a representative of City of Hogansville to enter upon the property for which I have applied for this permit for the purpose of making inspections.

_____ Signature of Applicant or Agent	_____ Print Name of Applicant or Agent	_____ Date
--	---	---------------

301 Duck Walk Way Project #: 2022-111



City of Hogansville  
400 East Main Street  
Hogansville, GA 30230  
706-637-8629

2,869.<sup>00</sup>

Permit # 2022-111

**Building Permit Application**

Site address 301 Duck Walk Way Owner WJH LLC

Owner's mailing Address 3091 Governors Lake Drive Suite 300

Phone 912-314-7694 Email tyia.holloway@centurycommunities.com

Contractor WJH LLC Phone 912-314-7694

Address 3091 Governors Lake Drive Suite 300 Email tyia.holloway@centurycommunities.com

**Building site information:**

Subdivision name Mallard's Lake Lot number 18

Parcel \_\_\_\_\_ Lot size 0.19 Hogansville Overlay District Yes \_\_\_\_\_ NO X

**Information on building: (✓ All That Apply)**

**Type of Improvement:**  Commercial  Residential (1 or 2-Family Dwelling)  Multi-family

New Building  Addition  Remodel/Repair/Alteration  Occupancy  Adult Entertainment

Attached Garage  Detached Garage  Finished Basement  Siding  
 Deck  Carport  Pool  Temporary Structure  
 Storage Building  Interior Alteration  Exterior Alteration  Windows  
 Other \_\_\_\_\_

Electric Service  New service  Upgrade Existing Service  Repair Service

Amps. \_\_\_\_\_ Utility Co. \_\_\_\_\_

**System Modifications**

Electrical  Mechanical  Plumbing  Water/Sewer

**Residential Structure information: (✓ All That Apply)**

No. of Bed rooms 4 No. of Bathrooms 3 No. of stories 2

Basement  Crawl space  Slab  Finished Basement  Garage

Exterior Finish Materials Hardi-siding / Stone pattern / brick

Construction Cost \$ 221,990 Heated sq. ft. 1724 Unheated sq. ft. 463

**Conditions of Permit Application:**

All necessary information requested by the Building Official shall be provided to insure for a complete plan review of my proposed project. Approval of construction documents does not release the builder from complying with all codes and ordinances adopted by the City of Hogansville. Per O.C.G.A.43-4-14(b)(3), new or existing assembly occupancies, educational, health care, correctional or detention facilities, hotels, dormitories or lodging facilities, multifamily housing or apartment complexes and care facilities require the plans to be prepared by a State of Georgia licensed Architect. These drawings shall bear the seal and signature of the Architect of record. Our department must approve all changes from the approved construction documents. The permit shall become invalid if work is not commenced within 180 days of permit issuance, shall become invalid if the authorized work is suspended or abandoned for a period of 180 days after the time of issuing the permit and may be revoked in a case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based. I certify I have read and fully understand these conditions.

Tyia Holloway  
Signature of Applicant/Agent

5/23/2022  
Date

CITY OF HOGANSVILLE  
LAND DISTURBANCE APPLICATION  
SOIL EROSION AND SEDIMENTATION CONTROL

DATE OF APPLICATION 5/23/2022

PERMIT #  
(AFFIXED AS OF DATE APPLICATION APPROVED)

APPLICANT'S NAME WJH LLC

LOCATION OF PROJECT (ADDRESS) Duck Walk Way

CONTACT PERSON Tyia Holloway

TAX MAP/BLOCK/LOT NUMBER 18

STREET OR P.O. NUMBER 3091 Governors Lake Dr. Suite 300

PROJECT/ACTIVITY NAME Mallard's Lake

CITY Norcross STATE GA ZIP 30071

OWNER OF PROPERTY WJH LLC

TELEPHONE NUMBER 912-314-7694

OWNER'S ADDRESS 3091 Governors Lake Dr. Ste. 300

PROPOSED USE OF SITE Residential  
(RE: RESIDENTIAL, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, PUBLIC, ETC.)

SIZE OF TRACT 0.19

SIZE OF DISTURBANCE AREA

1) IS PROJECT LOCATED IN OR WILL IT AFFECT A DESIGNATED FLOOD AREA:  
(IF YES, CHECK FLOOD ORDINANCE AND ASSURE COMPLIANCE) YES \_\_\_\_\_ NO X

COMPLETE STEP 2 IF LESS THAN FIVE (5) ACRES. IF FIVE (5) ACRES OR MORE OR WITHIN 200 FEET OF A STATE STREAMS, FOLLOW INSTRUCTIONS ON FORM 2

2) GIVE A BRIEF DESCRIPTION OF CONTROL EFFORTS TO BE UNDERTAKEN IN DISTURBING PROCESS:  
copads, sediment barriers, temporary seeding sodding, dust control

3) ANTICIPATED PROJECT START DATE: 5/2022

4) ZONING

5) PERMIT FEE \_\_\_\_\_ 6) PLANS EXAMINATION FEE \_\_\_\_\_

THE APPLICANT HEREBY AGREES TO COMPLY WITH ALL ORDINANCES AND REGULATIONS OF THE CITY OF HOGANSVILLE AND STATE OF GEORGIA AS THEY PERTAIN TO THE PROPOSED LAND DISTURBANCE ACTIVITY.

APPLICANT'S SIGNATURE Tyia Holloway

DATE: 5/23/2022

AUTHORIZED AND APPROVED FOR ISSUANCE

SOIL AND WATER CONSERVATION DISTRICT

CITY OF HOGANSVILLE

DATE

**GENERAL NOTES**

DRAWN BY: \_\_\_\_\_

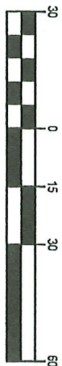
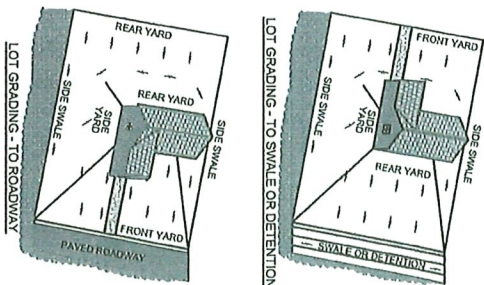
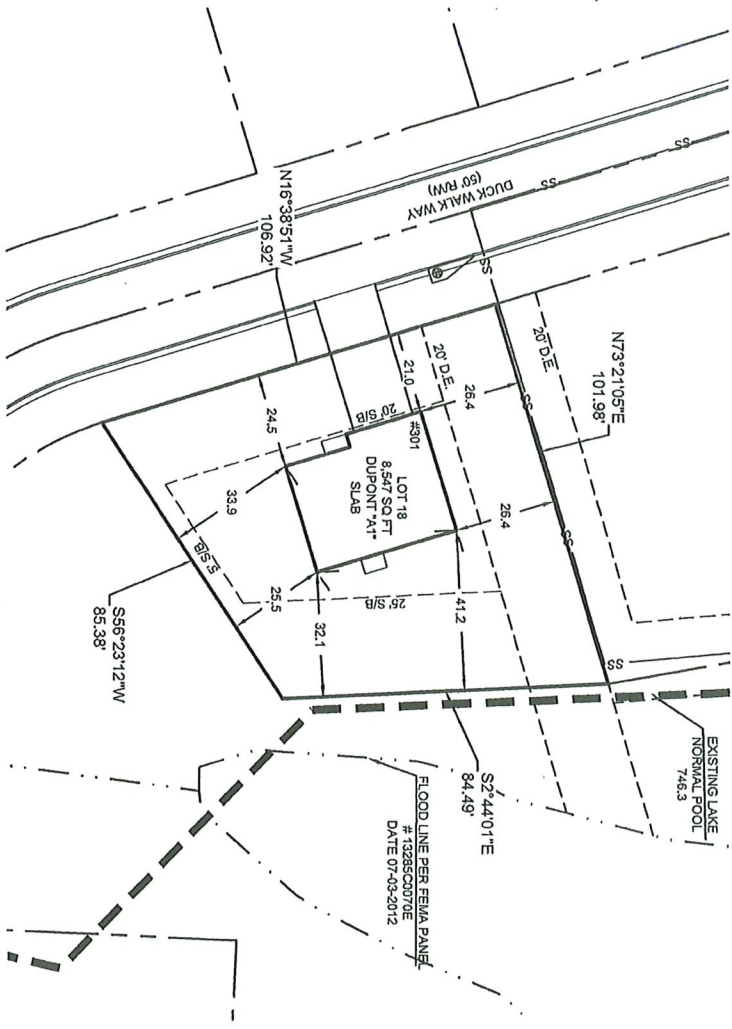
W.J. HILLIC  
3881 GARDENORS LAKE DRIVE  
NORCROSS, GA 30071

24 HOUR EMERGENCY CONTACT:  
NIGEL BRODIE  
478-556-0464

- NOTES:**
1. BUILDER TO PROVIDE 5% SLOPE AWAY FROM HOUSE FOR DRAINAGE PURPOSES.
  2. CONTRACTOR TO MAINTAIN EROSION CONTROL DAILY.
  3. ANY REVISIONS THAT WERE NOT DONE UNDER THE SUPERVISION OF THE ENGINEER OF RECORD WILL VOID THE CERTIFICATION OF THIS DOCUMENT.

- REFERENCES**
1. BOUNDARY AND OTHER PERTINENT INFORMATION WAS TAKEN FROM FINAL PLAT FOR MALLARD'S LAKE SUBDIVISION RECORDED IN PB 200 PG 66-70 IN TROUP COUNTY RECORDS

ACCORDING TO THE F.I.R.M. OF TROUP COUNTY, GEORGIA, PANEL NUMBER 13285C070E, DATED JULY 3, 2012. THIS LOT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.



FALCON DESIGN CONSULTANTS, LLC. ALL RIGHTS ARE RESERVED. ANY POSSESSION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT WITHOUT PRIOR WRITTEN PERMISSION FROM FALCON DESIGN CONSULTANTS, LLC. IS EXPRESSLY PROHIBITED.

DATE:	05-09-2022
SCALE:	1" = 30'
DRAWN BY:	RM
REVIEWED BY:	WR

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.



Know what's below.  
Call before you dig.  
UTILITIES PROTECTION CENTER  
1-800-281-1111  
OR 704-811-1111



GSWCC# 0000009371

HOUSE LOCATION PLAN FOR  
**LOT 18**  
**MALLARD'S LAKE**  
**SUBDIVISION**  
LOCATED IN:  
HOGANSVILLE, GEORGIA, TROUP COUNTY  
LAND LOT 97, 11TH DISTRICT

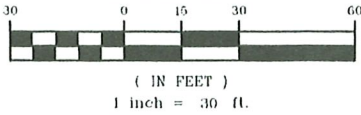
CIVIL ENGINEERING	LAND PLANNING	LAND SURVEYING
LANDSCAPE ARCHITECT W.J. HILLIC LICENSE NO. 03440 STATE OF GEORGIA PROFESSIONAL ENGINEER LICENSE NO. 03440 EXPIRES 05-09-2028 www.falcondesign.com		



**GENERAL NOTES**

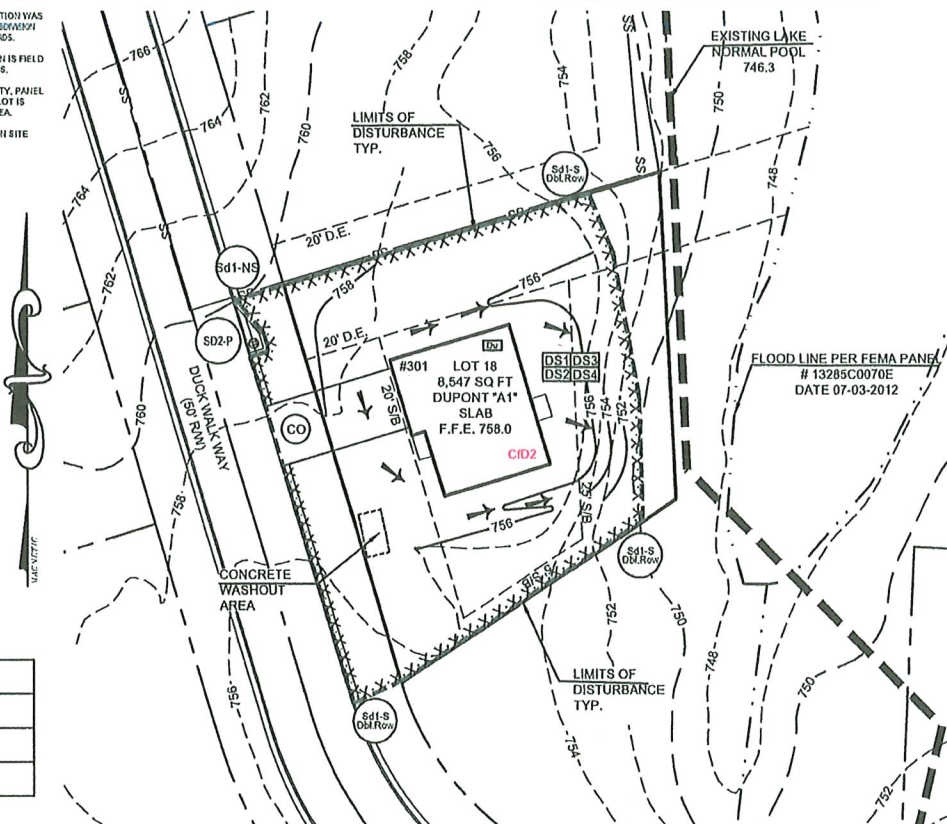
- OWNER/BUILDER  
W.J.H. LLC  
331 GOVERNORS LAKE DR  
MORGES, GA 30111
- 24 HOUR EMERGENCY CONTACT:  
NIGEL BRODIE  
470-556-0454
- ENGINEER SURVEYOR  
FALCON DESIGN CONSULTANTS LLC  
215 CORPORATE CENTER DRIVE  
STOCKBRIDGE, GA 30181  
PH: 770-319-4025  
FAX: 770-319-9616
- TERTIARY PERMITTEE:  
W.J.H. LLC  
331 GOVERNORS LAKE DR  
MORGES, GA 30111  
NIGEL BRODIE 470-556-0454  
Nigelbrodie@centurylink.net
- CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS BEFORE BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE PROJECT ENGINEER FOR JUSTIFICATION AND/OR CORRECTION BEFORE PROCEEDING WITH THE WORK. CONTRACTOR TO ASSUME RESPONSIBILITY FOR DISCREPANCIES WHICH ARE NOT REPORTED. ALL DIMENSIONS SHOULD BE CALCULATED OR READ.
- THE CONTRACTOR SHALL COORDINATE ANY AND ALL UTILITY RELOCATION WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO THE START OF ANY UTILITY WORK.
- BOUNDARY AND OTHER PERTINENT INFORMATION WAS TAKEN FROM FINAL PLAT FOR MALLARD'S LAKE SUBDIVISION RECORDED IN GA 20 PGS 6-70 IN TROUP COUNTY RECORDS.
- TOPOGRAPHIC INFORMATION SHOWN HEREON IS FIELD RUN TOPO BY FALCON DESIGN CONSULTANTS.
- ACCORDING TO THE F.I.R.M. OF TROUP COUNTY, PAHEL HUBBER 131850004E, DATED 07-03-2012, THIS LOT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- A COPY OF THESE PLANS ARE TO BE KEPT ON SITE DURING THE DURATION OF THE PROJECT.

**GRAPHIC SCALE**



CO-1	CONSTRUCTION EMENT	A GRASSED BOUNDARY LOCATED AT THE CONSTRUCTION SITE TO BE MAINTAINED FOR REVEGETATION PURPOSES THEREBY PROTECTING THE STREET.
CO-2	SEDIMENT BASSIN	A BARRIER TO PREVENT SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. IT MAY BE SUSCEPTIBLE TO EROSION ON THE BARRIERS AND SHOULD BE MAINTAINED.
CO-3	DISTURBED AREA STABILIZATION WITH MULCH/GRASS	ESTABLISH TEMPORARY PROTECTION FOR DISTURBED AREAS WHERE REVEGETATION MAY NOT HAVE A SUFFICIENT GROWING SEASON TO PROTECT AN EROSION-CONTROL MEASURE.
CO-4	DISTURBED AREA STABILIZATION WITH TEMPORARY SEEDING	ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS TO PROTECT DISTURBED AREAS.
CO-5	DISTURBED AREA STABILIZATION WITH PERMANENT VEGETATION	ESTABLISH PERMANENT VEGETATION TO COVER EXPOSED AREAS WITH A SUFFICIENT GROWING SEASON TO PROTECT AN EROSION-CONTROL MEASURE.
CO-6	DISTURBED AREA STABILIZATION WITH PERMANENT VEGETATION	A PERMANENT VEGETATIVE COVER USING BROAD LEAF ONLY SPECIES OR OTHER SPECIES AS SPECIFIED.
CO-7	EROSION CONTROL MATTING AND BARRIERS	THE INSTALLATION OF A PROTECTIVE COVERING BARRIER OR SOIL STABILIZATION MAT ON A PREPARED FLAT AREA OF A STEEP SLOPE IS ALLOWED, OR SPECIFIED.
CO-8	SOFT CONTROL OVER EROSION BASINS	CONTROLLING EROSION AND PREVENTION OF DUST ON CONSTRUCTION SITES THROUGH MATTING AND BARRIERS.
CO-9	PALET FILTER	INSTALLATION OF A PALET FILTER TO PREVENT SEDIMENT FROM ENTERING THE STORMWATER SYSTEM.
CO-10	RETAINED WALL	A WALL CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING: CONCRETE, BRICK, STONE, OR OTHER SOLID MATERIAL. ALL WALLS SHALL BE BUILT TO THE STABILIZATION OF CUT OR FILL SLOPES. STABLE SLOPES ARE NOT ATTAINABLE WITH THE USE OF THE WALL.

LOT 18  
 ① CONSTRUCTION EXIT COORDINATES  
 33.171641° N, 84.905676° W  
 ② SITE CONSIST OF ONE SOILS SERIES: CID2



**LEGEND**

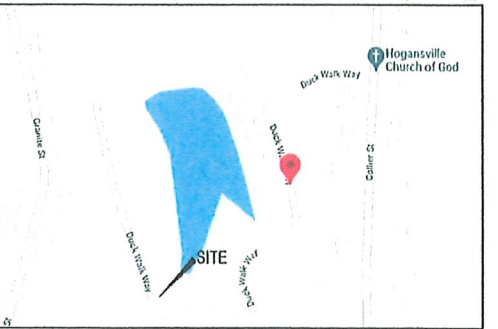
— 102 —	PROPOSED CONTOUR
— 100 —	EXISTING CONTOUR
X 800	SPOT ELEVATION
· X · X · X · X ·	SILT FENCE

- NOTES:**
- ANY REVISIONS THAT WERE NOT DONE UNDER THE SUPERVISION OF THE ENGINEER OF RECORD WILL VOID THE CERTIFICATION OF THIS DOCUMENT.
  - SUBJECT PROPERTY CONSISTS OF FULLY DEVELOPED LOTS FRONTING ON A PUBLICLY MAINTAINED R/W WITH ALL UTILITIES INCLUDING BUT NOT LIMITED TO STORMWATER DETENTION AND WATER QUALITY TREATMENT OF RAINFALL RUNOFF.
  - IF TOTAL OF SILT STORAGE CANNOT BE SATISFIED AS SHOWN ON SHEET 2 AND 643544 CANNOT BE UTILIZED ON THIS SITE DUE TO THE LARGE AREA IT WILL OCCUPY NEGATIVELY IMPACTING CONSTRUCTION ACTIVITIES AND INCREASING OVERALL DISTURBANCE BY THE FOLLOWING WAYS:
    - A. POTENTIAL CONFLICT WITH UTILITIES.
    - B. POTENTIAL LOCATIONS WILL CONFLICT WITH PROPOSED PADS/FOOTERS.
    - C. LACK OF STORAGE AREA FOR EXCAVATED MATERIAL.
    - D. POTENTIAL LOCATIONS ARE OUTSIDE OF PROPOSED LIMITS OF DISTURBANCE.
    - E. POTENTIAL LOCATIONS WILL REQUIRE DAM HEIGHTS IN EXCESS OF DESIGN PARAMETERS.
    - F. ADDITIONAL SILT FENCE CANNOT BE ADDED DUE TO TOPOGRAPHIC REASONS.

CONTRACTOR WILL BE RESPONSIBLE FOR MONITORING AND MAINTAINING SILT FENCE FOR SEDIMENT STORAGE AND REMOVING EXCESS SEDIMENT TO PREVENT SILT RUNOFF AFTER EACH RAINFALL EVENT.

DATE:	05-09-2022
SCALE:	1"=30'
DRAWN BY:	RM
REVIEWED BY:	WR
SHEET NUMBER:	1 OF 7

ESP PLAN FOR:  
 LOT 18  
 MALLARD'S LAKE  
 SUBDIVISION  
 LOCATED IN:  
 HOGANSVILLE, GEORGIA, TROUP COUNTY  
 LAND LOT 97, 11TH DISTRICT



③ LOCATION MAP  
 NOT TO SCALE



CIVIL ENGINEERING LAND PLANNING LAND SURVEYING

CONSTRUCTION MANAGEMENT LANDSCAPE ARCHITECT

REGISTRATION OFFICE  
 215 CORPORATE CENTER DRIVE  
 STOCKBRIDGE, GEORGIA 30181  
 770-319-4025

DESIGN OFFICE  
 331 GOVERNORS LAKE DRIVE  
 MORGES, GEORGIA 30111  
 470-556-0454

CONSULTING OFFICE  
 309 PARK STREET, SUITE 400  
 ATLANTA, GEORGIA 30303  
 404-525-1111

www.fdc-llc.com