



# LEE COUNTY BOARD OF COMMISSIONERS

T. PAGE THARP GOVERNMENTAL BUILDING

102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, August 26, 2025 AT 6:00 PM

T. PAGE THARP BUILDING

OPAL CANNON AUDITORIUM

[WWW.LEE.GA.US](http://WWW.LEE.GA.US)

MEETING AGENDA

Voting Session

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## COUNTY COMMISSIONERS

Luke Singletary, Chairman, District 2

Chris Guarnieri, Vice-Chairman, District 4

Dennis Roland, Commissioner, District 1

Billy Mathis, Commissioner, District 3

George Walls, Commissioner, District 5

## COUNTY STAFF

Scott Addison, County Manager

Kaitlyn Good, County Clerk

Jimmy Skipper, County Attorney

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### 1. CALL TO ORDER

### 2. INVOCATION

A) Pastor Matthew Schluckebier, Life Church, to lead the invocation.

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

A) Consideration to approve the minutes from the August 12, 2025 Board of Commissioners meeting.

### 5. CONSENT AGENDA

### 6. NEW BUSINESS

A) Recognition of employees' years of service.

### 7. PUBLIC HEARING

### 8. DEPARTMENTAL MATTERS

A) **Code Enforcement** - Robert Vincent, Chief Marshal, to present on recent significant changes in the approach to the enforcement of code violations.

B) **EMA** - Consideration to renew an agreement with the United States Department of the Interior for the creek gauges for a period of one (1) year beginning October 1, 2025 at a cost of \$16,000.00. Current agreement expires September 30, 2025.

C) **Planning, Zoning & Engineering** - Consideration to adopt a resolution for final subdivision approval of Sawtooth Oaks Phase I.

D) **Planning, Zoning & Engineering** - Consideration to approve a conditional use application, under Section 70-383 (h), for **Lanier Engineering (Z25-031)** to construct an urgent care clinic which is not upon the primary campus of a hospital, or at the remote location of a hospital. The parcel is vacant and is zoned C-2 (General Business District). The property owner is Phoebe Putney Health System, Inc. The subject property is located at 1388 US HWY 82 W, parcel number is 029B133, in Land Lot 263 of the Second Land District of Leesburg, Georgia. **Planning staff and Planning Commission recommend approval. Public Hearing held August 12, 2025**

- E) **Planning, Zoning & Engineering** - Consideration to approve an application from **Tokela Huston (Z25-032)** to rezone 1.98 acres from R-1 (Single-Family Residential District) to C-2 (General Business District). The property owner is Tokela Huston. The subject property is located at 165 Cedric Street, parcel number is 040D077, in Land Lot 270 of the Second Land District of Leesburg, Georgia. ***Planning staff recommends approval with the following conditions: (1) Use under C-2 shall be limited to daycare for children aged 2-12 as proposed by the applicant and (2) Prior to expansion beyond the current level of daycare enrollment, the applicant shall provide a plan demonstrating the adequacy of driveway(s) on the parcel to accommodate additional traffic associated with pick-up and drop-off activity. Planning Commission recommends approval to rezone to C-1 instead of C-2. Public Hearing held August 12, 2025***
- F) **Planning, Zoning & Engineering** - Consideration to approve an application from **SF Rentals (Z25-033)** to rezone 1.16 acres from C-1 (Neighborhood Business District) to R-1 (Single-Family Residential District). The property owner is SF Rentals. The subject property is located on Aspen Drive at lot 89 Palmyra Subdivision Phase 7, parcel number is 029B218, in Land Lot 264 of the Second Land District of Leesburg, Georgia. ***Planning staff and Planning Commission recommend approval. Public Hearing held August 12, 2025***
- G) **Planning, Zoning & Engineering** - Consideration to approve an amendment (**LP25-01**) to the Future Land Use Map of the Lee County Comprehensive Plan for the property Tract 2 located in Flint Ventures/ MSG Pecan Orchard Subdivision owned by LKC Groves, LLC. The request seeks to amend a total of 116.274 acres of the Future Land Use designation from Residential to Industrial. Lee County is also initiating a request to amend a portion of the property to the East owned by Lexwig, LLC. The request seeks to amend a total of 111.852 acres of the Future Land Use designation from Residential to Industrial. This amendment is intended to better reflect the County's long-range land use planning goals and support future light industrial development. The subject properties are located off Forrester Parkway and State Hwy 133, parcel numbers 039D082 and 039D120, in Land Lot 211 of the Second Land District of Leesburg, Georgia. ***Planning staff recommends approval. Planning Commission did not provide a recommendation. Public Hearing August 12, 2025***

9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

- A) Consideration to appoint one (1) member to the **Tax Assessor's Board** for a term of three (3) years. Current term expires 08/31/2025. New term expires 08/31/2028. Letter of interest in appointment received from Tim Sumners (reappointment).

10. **COUNTY MANAGER'S MATTERS**

- A) Updates on County projects.
- B) Consideration to approve an agreement with Reliable Engineering for the design, bid, and construction administration for the 2026 LMIG resurfacing projects at a cost of \$20,250.00.
- C) Consideration to approve an agreement with Reliable Engineering for the design, bid, and construction administration for the 2026 TSPLOST resurfacing projects at a cost of \$56,250.00.
- D) Consideration to submit a letter of support for the Southwest Georgia Community Action Council's application to the USDA Rural Development Housing Preservation Grant program.
- E) Consideration to approve the temporary construction easements of parcels 2, 3, and 4 for the City of Leesburg.

11. **COMMISSIONER’S MATTERS**
12. **UNFINISHED BUSINESS**
13. **COUNTY ATTORNEY’S MATTERS**
14. **EXECUTIVE SESSION**
15. **PUBLIC FORUM**
16. **ANNOUNCEMENTS**

- A) The offices of the Lee County Board of Commissioners will be **closed Monday, September 1, 2025** in observance of the Labor Day Holiday. County offices will reopen for regular business hours on Tuesday, September 2, 2025. Residential garbage collection will be delayed one day for the remainder of the week.
- B) The next Board of Commissioners meeting will be held September 9, 2025 at 6:00pm.

17. **ADJOURNMENT**

AGENDA MAY CHANGE WITHOUT NOTICE

Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at 229-759-6000 or through the Georgia Relay Service 800-255-0056 (TDD) or 800-355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9 am and 4 pm, Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven working days. The meeting rooms and buildings are handicap accessible.



**LEE COUNTY BOARD OF COMMISSIONERS**  
T. PAGE THARP GOVERNMENTAL BUILDING  
102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

Tuesday, August 12, 2025 AT 6:00 PM

T. PAGE THARP BUILDING  
OPAL CANNON AUDITORIUM

[WWW.LEE.GA.US](http://WWW.LEE.GA.US)

MEETING MINUTES  
Work Session

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**COUNTY COMMISSIONERS**

Luke Singletary, Chairman, District 2  
Chris Guarnieri, Vice-Chairman, District 4  
Dennis Roland, Commissioner, District 1  
Billy Mathis, Commissioner, District 3  
George Walls, Commissioner, District 5

**COUNTY STAFF**

Scott Addison, County Manager  
Kaitlyn Good, County Clerk  
Jimmy Skipper, County Attorney

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The Lee County Board of Commissioners met in a voting session on Tuesday, August 12, 2025. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Luke Singletary, Vice-Chairman Chris Guarnieri, Commissioner Dennis Roland, Commissioner Billy Mathis, and Commissioner George Walls. Staff in attendance were County Manager Scott Addison, County Clerk Kaitlyn Good, and County Attorney Jimmy Skipper. The meeting was also streamed on Facebook Live. Chairman Singletary called the meeting to order at 6:00 PM.

1. **CALL TO ORDER**

2. **INVOCATION**

A) Pastor David Postlewaite, First Free Will Baptist Church, to lead the invocation.

Pastor David Postlewaite led the invocation.

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

A) Consideration to approve the minutes from the July 22, 2025 Board of Commissioners meeting.

Commissioner Roland made the **MOTION** to approve the minutes from the July 22, 2025 Board of Commissioners meeting. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Mathis voting yea.

5. **CONSENT AGENDA**

6. **NEW BUSINESS**

A) Brian Shoun P.E., Environmental Engineer, with the FloodPlain Management Unit of the Georgia Environmental Protection Division to discuss Flood Insurance and flood hazard maps.

Brian Shoun P.E., Environmental Engineer, addressed the Board. Mr. Shoun presented a map to the Board and the audience. He stated that they are mapping 47 watersheds, four of which are in Lee County. There are various websites where maps can be viewed. Dougherty County has more information because they are closer to getting new maps issued. Lee County is an estimated two to three years away from getting more information. This information will only be the lines on the maps. These maps will not show the depression areas that flooded recently. Mr. Shoun stated that

this was a timing issue. They were doing it one way, but the Federal Emergency Management Agency (FEMA) has since changed this.

Commissioner Mathis clarified that the maps being drawn are being done by the State and are not County maps. Mr. Shoun stated that was correct. Commissioner Mathis asked Mr. Shoun to discuss the ability for citizens to buy flood insurance. Mr. Shoun stated that any building owner or renter in Lee County can buy flood insurance, either through the National Flood Insurance Program (NFIP) or a private carrier. It does not matter if they are not in a flood zone, everyone is able to purchase insurance. Chairman Singletary asked if citizens have to buy flood insurance through a private company or if they are eligible through FEMA. Mr. Shoun stated that citizens could buy insurance either way. There is a requirement that, if you are in a special flood area, FEMA or the NFIP require mortgage holders to have flood insurance on their properties until the loan is paid off.

Mr. Shoun stated that citizens can go to [www.floodsmart.gov](http://www.floodsmart.gov) and this will list the carriers in Georgia that have flood insurance. All are run through the NFIP. These carriers just handle the claims, but the money is paid out by the NFIP or the Flood Insurance Management Administration (FIMA.) There is private insurance that does not have carry-on fees that the NFIP is required by law to have. However, with private insurance, if you make too many claims or a very big claim, then there is the risk of them dropping coverage. Citizens can buy insurance whether they are in the flood range or not, then 30 days after they purchase it is when it will become effective.

Mr. Shoun discussed websites that they have. One is called Based Level Engineering (BLE), which is used to figure out where maps need to be changed. Map changes can take up to five to seven years. BLE can be used if you are in a special flood hazard area. If you are in this area, you need to have insurance. Commissioner Roland asked that if a citizen lived in a house where insurance is required and is dropped from insurance due to too many claims, would the next person to buy that house be flagged. Mr. Shoun said that if the NFIP drops you then that would be the case. NFIP has many extreme conditions that would lead to them dropping you, an example being if you were flooded every year for ten years. Commissioner Roland asked then if the new owner could not get insurance. Mr. Shoun stated that if the previous owner was dropped by the NFIP then the new owner would not be able to get insurance through them. However, they can still go through a private company, but if they were dropped by the NFIP then a private company might not do it.

B) Mike Talley, Aulick Engineering, to provide an update on flooding and stormwater drainage in southwest Lee County.

Mike Talley, Aulick Engineering, addressed the Board. Mr. Talley presented a map to the Board and the audience. There were handouts given to the Board. Mr. Talley explained that these maps show the flood zones in red and blue lines. Anything that is not shaded on the map is called an unshaded zone X, this is a FEMA zone. Therefore, everyone is in a FEMA zone and can get flood insurance. Mr. Talley summarized the storm event that occurred. Atlas 14 is the data that is used by engineers. This data was collected from gauge stations throughout Georgia. The developed regression curves show the likelihood of rainfall events to happen. A 100-year rainfall is a 1% annual chance, meaning that every year there is a 1% chance for this type of event to occur. They design standards based on the frequency of storms. In Lee County, the residential subdivisions are designed for a 10-year storm and ponds are designed for 100-year storms. Mr. Talley said that the moment there is anything above a 10-year storm, there will be problems within the system. These problems can be gutter spreading, which is water in the road because it can't get into the inlets fast enough, or surcharging, which is when pipes get too full and water gets backed up. He stated that a problem is the closer you are to a pond that you are discharging to, the water does not go down.

In most areas of Georgia, there are retention ponds with an outlet control structure. The water is

purposefully kept in the ponds for a certain amount of time, then the water is released overtime to help prevent any flooding downstream. In Southwest Georgia and western Lee County, there are few outlet holes. The water goes into the hole, but it does not go anywhere until it soaks back into the ground. The ponds have no positive outfall and the moment they reach their designed elevation, the pipes stop working. Mr. Talley stated that when he visited Ambleside Drive on Tuesday, the day after these storms, the road still had standing water due to the ponds being full and the water having nowhere to go. However, after a day or two, the water receded in the ponds and allowed the water to clear from the road. This area of Lee County continues to have strong intensity storms.

Mr. Talley stated that over 72 hours, the area received over 10 inches of rain, which is equivalent to a 100-year-old storm. There were 7 inches of rain within 24 hours, which is more than a 25-year storm but less than a 50-year storm. Mr. Talley noted that there were 5 inches within 3 hours, which is equivalent to a 100-year event. The system worked until it couldn't, as that is what it is designed to do. Mr. Talley summarized the map shown, which is 6.5 square miles on Highway 82. The blue areas on his map showed areas not owned by Lee County and the red areas are owned by Lee County. He discussed the Ivy Lane and Ambleside Drive ponds; the county only owns a small portion. They have designed a force main dry pipe to go from Ambleside Drive to the lower area. They have not had the chance to complete this project due to the ponds being full. Liberty Pond has been looked at due to its previous problems with flooding, although it did not flood in this rain event. Mr. Talley stated that two houses flooded in this event. There was one on Ivy Lane and the other was on Live Oak. Mr. Talley informed the Board that county staff did go look at these areas after the storm event to see what the problem areas were. There was a small project on Ivy Lane where inlet capacities were added. It can help with small-intensity storms. However, when the Red Tip pond got deeper than it normally is, the pipe stopped working. Public Works has dug out Ambleside pond to give it more capacity.

Mr. Talley said there are currently two issues. The first being how to prevent this from happening in the future. Currently, there are plan review requirements for engineers. They are making sure that not-platted lots are inundated with a 100-year-year flooding elevation. Moving forward, there is a good handle on what can be done to protect new developments. Mr. Talley discussed the radon grid, which is a new way to model that has become more accessible to smaller engineering firms. This can help to identify the no-outlet holes. A map could then be created for county purposes. Lee County could then adopt an ordinance to allow the Planning Department to limit and protect those areas. They are currently taking precautions to help protect developments and the citizens. The second issue is the problems that they currently have. These problems are 25 years old and there are maybe only a few ways to correct them. The area on Highway 82 is 6.5 miles. It does not drain anywhere. It does not drain to a creek or stream, but it just sits there until it goes into the ground. There is nothing economical that can be done.

Mr. Talley stated that there are a few options that can be done by the Board. They could buy out these property owners. There are stormwater projects that can be done, but they are very costly. Most of the flooding that is not along the creek, does not get into citizens' houses. While there are two or three properties that do experience this flooding, the majority of the time it is nuisance flooding that just sits on the property or covers roads. There are grants for flooding, but there are requirements that might not be met. Mr. Talley provided an example that if the project cost is around a million, but damage to housing is only around \$200,000, then you do not meet the cost benefits of the grants. Mr. Talley stated that they hope to receive new maps within the next few years. They can examine the future for ways that they can protect future development.

Commissioner Mathis asked for the handouts to be published on the website for the public. Commissioner Mathis asked that the public be allowed to speak to Mr. Talley. A citizen stated that

the Red Tip pond has no outlet, which makes the overflow go into the Wiregrass pond. The citizen asked why they can't drain Red Tip pond. Mr. Talley stated that when it flows into the Wiregrass pond, the water in the basin has nowhere to go. They now have data to do a study of this area to see if there is a benefit in draining the pond.

Mr. Jim Maddox discussed a recommendation that was sent to the County Manager in 2018 to provide the Red Tip pond with more capacity. The citizen stated that if you look back from 2000 to 2005, that pond was a holding pond, then they lined it with clay. If it was still a holding pond, then it would hold water. It took less than three hours for Wiregrass pond to fill up once Red Tip overflowed. He asked if the County could buy acreage at the pecan grove to allow for more capacity for the holding pond and piping. There were many people affected in the area by this flooding. Mr. Talley stated that the problem with pumping is that it can only solve the problem after a rain event. There is no pump that can keep up with the rain. Anyone who flooded during this rain event would still flood. They would just be able to get the sitting water gone faster. Mr. Maddox stated that the previous pecan grove owners allowed water to be pumped, but the new owners will not allow it. The problem with the flood insurance that was discussed is that they do not pay replacement cost, they pay the value cost. Chairman Singletary asked Mr. Talley if he could see if Red Tip pond was previously a holding pond and empty. He stated that he did remember the report from 2018 that was mentioned. Chairman Singletary asked staff to look into the possibility of purchasing property from the pecan grove. Commissioner Mathis asked if Mr. Talley could look at the pecan grove to see where the optimal area for a holding pond would be before pursuing the purchase. He asked to look into the issue regarding the issue of Red Tip being lined with clay.

Ms. Angela Scott asked how they determine what area to pump first. There are several areas that had water that are now completely dry while Wiregrass still has water. Mr. Talley stated that there can be two ponds that are short distances away from each other. One pond can be completely full while the other is completely dry. This has to do with how fast the water is absorbed. Chairman Singletary stated that there were no areas pumped for this storm since there was nowhere to pump to, the areas that have gone down are just naturally happening. Mr. Talley stated that if there is somewhere to pump to, then they will. However, typically the property downstream is private property which they have to have permission to pump onto. It is completely up to the owner's discretion whether they can pump and how much they pump.

Mr. Bo Johnson asked if the map that was provided by Mr. Brian Shoun was the map that Lee County will not get. This map shows the depression areas in Lee County. He stated that this is a valuable tool to let citizens know if they need flood insurance. He asked if this was due to FEMA cutbacks and why Lee County is not getting it. Mr. Shoun stated that Lee County is not getting this map due to a timing issue. They were previously doing it a certain way until FEMA changed how they would like it done. They were a good way through the project that Lee County was included in, but now they are unable to use the FEMA funds to create maps that show where the holes are. Mr. Johnson asked if the citizens will get representation to show where the depression is, to help citizens see if they need flood insurance. Mr. Shoun stated that they will look into various ways, but it could cost an estimated \$500,000. FEMA and the state would not provide money for this, meaning that local money would be needed. Commissioner Mathis stated that the county now has the technology to tell where it will flood when a developer is building properties. Mr. Talley said that the current data they have now is superior to the technology they had even five years ago. In 2011, Lee County and Dougherty County partnered to get the first Lidar, which is elevation data. The Geographical Information Systems (GIS) Department has greatly progressed with mapping since 2009 when Mr. Talley first started.

- C) Matthew Inman, Axis Engineering Consultants, to provide an update on the Coston Road project.

Matthew Inman, Axis Engineering Consultants, addressed the Board. He stated that as of right now, there is not a drainage point for Coston Road. There is a drainage easement to the north of Coston Road and a drainage ditch. He recommended getting an easement through that area. This would involve either going through the pond or behind the pond to a ditch that would connect to pipes on Middle Road. These pipes would then go to the Muckalee Creek. Commissioner Walls stated that Mr. Crisp owns land in this area and would be glad to donate. Mr. Inman asked what parcel he owns. Mr. Crisp stated that he owns 180 Coston Road. He showed Mr. Inman where his property was located further up the hill. Mr. Inman stated that this property is higher up the hill than is needed, the pond needs to be to the west of Coston Road. Mr. Crisp discussed an area that he has that is a 16-foot-deep hole. Mr. Inman said that this could be something they look into. However, he would not want the possibility of his property flooding if the water was to overflow.

Chairman Singletary stated that the next step is to obtain easements in that area. County Attorney Jimmy Skipper stated that they will need to have a survey to know where they need to obtain easements. Mr. Inman stated that they would do a survey to determine the lowest point. They would then need to approach the landowners about easements. Chairman Singletary asked if Mr. Inman could get a cost estimate. Commissioner Walls asked if he expects more water on that road than they currently get. Mr. Inman stated that on a dirt road there are grass shoulders that soak in more. However, there would not be much more water.

## 7. **PUBLIC HEARING**

- A) **Amit Barot/ 3EX Diamond, LLC. (Z25-030)** has submitted an application requesting to rezone the back portion of the parcel (approximately one acre) from R-2 (Multi-Family Residential District) to C-2 (General Business District). The front portion of the lot is currently zoned C-2 and the entire parcel is a total of 3.141 acres. The property owner is Robert L. Joiner, Jr. The subject property is located off US HWY 82 W, parcel number is 018C464, in Land Lot 251 of the Second Land District of Leesburg, Georgia. **Planning staff and Planning Commission recommend conditional approval for the subject property from R-2 to C-2 with the following conditions recommended due to the existing residential uses adjacent to both sides of the subject property: (1) No fuel pumps shall be allowed, given the close proximity to adjacent existing residential use, (2) no adult entertainment establishment shall be allowed, (3) no indoor shooting range shall be allowed, (4) no mortuary use shall be allowed, and (5) no sanitarium or nursing home use shall be allowed.**

Chairman Singletary opened the Public Hearing at 7:14PM.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 7:14PM.

- B) **Tokela Huston (Z25-032)** has submitted an application requesting to rezone 1.98 acres from R-1 (Single-Family Residential District) to C-2 (General Business District). The property owner is Tokela Huston. The subject property is located at 165 Cedric Street, parcel number is 040D077, in Land Lot 270 of the Second Land District of Leesburg, Georgia. **Planning staff recommends approval with the following conditions: (1) Use under C-2 shall be limited to daycare for children aged 2-12 as proposed by the applicant and (2) Prior to expansion beyond the current level of daycare enrollment, the applicant shall provide a plan demonstrating the adequacy of driveway(s) on the parcel to accommodate additional traffic associated with pick-up and drop-off activity. Planning Commission recommends approval to rezone to C-1 instead of C-2.**

Chairman Singletary opened the Public Hearing at 7:15PM.

With no comments or questions from the public, staff, or Board members, Chairman Singletary

closed the Public Hearing at 7:16PM.

- C) **SF Rentals (Z25-033)** has submitted an application requesting to rezone 1.16 acres from C-1 (Neighborhood Business District) to R-1 (Single-Family Residential District). The property owner is SF Rentals. The subject property is located on Aspen Drive at lot 89 Palmyra Subdivision Phase 7, parcel number is 029B218, in Land Lot 264 of the Second Land District of Leesburg, Georgia. **Planning staff and Planning Commission recommend approval.**

Chairman Singletary opened the Public Hearing at 7:16PM.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 7:16PM.

- D) **Lanier Engineering (Z25-031)** has submitted an application requesting a conditional use under Section 70-383 (h), of the Lee County Code of Ordinances, to construct an urgent care clinic which is not upon the primary campus of a hospital, or at the remote location of a hospital. The parcel is vacant and is zoned C-2 (General Business District). The property owner is Phoebe Putney Health System, Inc. The subject property is located at 1388 US HWY 82 W, parcel number is 029B133, in Land Lot 263 of the Second Land District of Leesburg, Georgia. **Planning staff and Planning Commission recommend approval.**

Chairman Singletary opened the Public Hearing at 7:17PM.

Bobby Donley, Lanier Engineering, summarized this application. This property is at the corner of Marlow Drive and US Highway 82. The medical urgent care facility is listed twice in the ordinance; it is listed in the permitted uses and conditional use. This application is for conditional use. This facility is similar to the current urgent care on US Highway 19 in front of Publix. Mr. Donley stated that there would be no access to Highway 82.

With no further comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 7:19PM.

- E) **(LP25-01) Lee County** is initiating a request to amend the Future Land Use Map of the Lee County Comprehensive Plan for the property Tract 2 located in Flint Ventures/ MSG Pecan Orchard Subdivision owned by LKC Groves, LLC. the request seeks to amend a total of 116.274 acres of the Future Land Use designation from Residential to Industrial. Lee County is also initiating a request to amend a portion of the property to the East owned by Lexwig, LLC. The request seeks to amend a total of 111.852 acres of the Future Land Use designation from Residential to Industrial. This amendment is intended to better reflect the County's long-range land use planning goals and support future light industrial development. The subject properties are located off Forrester Parkway and State Hwy 133, parcel numbers 039D082 and 039D120, in Land Lot 211 of the Second Land District of Leesburg, Georgia. **Planning staff recommends approval. Planning Commission did not provide a recommendation.**

Chairman Singletary opened the Public Hearing at 7:20PM.

With no comments or questions from the public, staff, or Board members, Chairman Singletary closed the Public Hearing at 7:21PM.

## 8. **DEPARTMENTAL MATTERS**

- A) **Planning, Zoning & Engineering - Review of the July 10, 2025 Planning Commission meeting**

minutes.

The minutes were reviewed as presented.

- B) **Planning, Zoning & Engineering - Consideration to approve an application from Lanier Engineering (Z25-027) to rezone 9.469 acres from C-1 (Neighborhood Business District) to R-1 (Single-Family Residential District). The property owner is Oakland Plantation Partners, LLC. The subject property is located off US HWY 82 W, parcel number is 017D004, in Land Lots 197 and 220 of the Second Land District of Leesburg, Georgia. Planning staff and Planning Commission recommend approval. Public Hearing held July 22, 2025**

Commissioner Mathis made the **MOTION** to approve an application from Lanier Engineering (Z25-027) to rezone 9.469 acres from C-1 to R-1. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

- C) **Planning, Zoning & Engineering - Consideration to approve an application from Lanier Engineering (Z25-028) to rezone 20.381 acres from C-1 (Neighborhood Business District) to R-1 (Single-Family Residential District). The property owner is Wiley Investments, LLC. The subject property is located off US HWY 82 W, parcel number is 017D003, in Land Lots 197 and 220 of the Second Land District of Leesburg, Georgia. Planning staff and Planning Commission recommend approval. Public Hearing held July 22, 2025**

Commissioner Mathis asked where this was exactly located. Planning Director Amanda Nava-Estill stated that it was the same location as the previous, it is directly behind Quail Chase 7.

Commissioner Mathis made the **MOTION** to approve an application from Lanier Engineering (Z25-028) to rezone 20.381 acres from C-1 to R-1. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

- D) **Planning, Zoning & Engineering - Consideration to approve an application from Lanier Engineering (Z25-029) to rezone 111.852 acres from R-1 (Single-Family Residential District) to I-1 (Light-Industrial District). The property owner is Lexwig, LLC. The subject property is located in the southeast quadrant of the intersection of Forrester Parkway and Norfolk Southern Railroad. The parcel number is 039D120, in Land Lot 210 of the Second Land District of Leesburg, Georgia. Planning staff recommends denial. Planning Commission recommends approval with the following conditions: (1) A traffic study is prepared by the applicant and reviewed and approved by Lee County, (2) adequate buffers where the property borders residential-zoned properties to the east and south are required, (3) a maximum building height of 50 feet, and (4) a restriction of the following permitted uses from Sec. 70-452: (d) Carpet manufacturing, (j) research and testing laboratories, and (q) natural gas and petroleum products storage and sales. Public Hearing held July 22, 2025**

Commissioner Guarnieri made the **MOTION** to approve an application from Lanier Engineering (Z25-029) to rezone 111.852 acres from R-1 to I-1 with no conditions. Commissioner Mathis seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

## 9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

- A) **Sheriff's Office - Discussion of authorizing staff to begin the RFP process for the replacement of the fire alarm system at the Lee County Jail.**

Chairman Singletary stated that there are funds in ARPA to pay for this.

Commissioner Mathis made the **MOTION** to authorize staff to begin the RFP process for the replacement of the fire alarm system at the Lee County Jail using ARPA funds. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

- B) **Sheriff's Office - Consideration to ratify the emergency repair of a chiller at the Jail in the amount of \$20,908.60.**

Commissioner Mathis made the **MOTION** to ratify the emergency repair of a chiller at the Jail in the amount of \$20,908.60 using ARPA funds. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

10. **COUNTY MANAGER'S MATTERS**

- A) Updates on County projects.

County Manager Scott Addison discussed the following updates to County projects: (1) Public Works is working on the Pirates Cove shelter over the gym equipment and they plan to pour the concrete soon, weather permitting; (2) Windstream has received approval for one of the railroad crossing permits that was needed; and (3) the website demo has been sent to department heads for review.

- B) Consideration to adopt a resolution authorizing leases of certain real estate property acquired by the County pursuant to the Hazard Mitigation Grant program to adjacent landowners. The eight (8) presented leases will expire December 31, 2030.

County Manager Scott Addison stated that this is standard for the hazard mitigation grants. There are seven renewals and one new applicant.

Commissioner Roland made the **MOTION** to adopt a resolution authorizing leases of certain real estate property acquired by the County pursuant to the Hazard Mitigation Grant program to adjacent landowners. Commissioner Guarnieri seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Roland and Commissioner Walls voting yea.

11. **COMMISSIONER'S MATTERS**

12. **UNFINISHED BUSINESS**

13. **COUNTY ATTORNEY'S MATTERS**

- A) **Opioid Litigation - Consideration to opt in to the Purdue Plan.**

County Attorney Jimmy Skipper stated that the county is part of opioid litigations that are pending around the country and some of the defendants are opting to settle. He asks that the Board approve all three items separately. The first item is the Purdue Plan, also known as Perteus Purdue Pharma, they are part of the settlement. The current settlement is \$8 billion; however, the county does not know how much they will receive at this time. The funds that are received will be used to solve problems in the county regarding opioids.

Commissioner Mathis made the **MOTION** to opt in to the Purdue Plan. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and

Commissioner Walls voting yea.

B) **Opioid Litigation - Consideration to sign the GESA release agreement.**

Commissioner Mathis made the **MOTION** cosign the GESA release agreement. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

C) **Opioid Litigation - Consideration to submit the 9-Defendant Settlements participation form.**

Commissioner Mathis made the **MOTION** to submit the 9-Defendant Settlements participation form. Commissioner Roland seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Guarnieri and Commissioner Walls voting yea.

14. **EXECUTIVE SESSION**

15. **PUBLIC FORUM**

Mike Sabot thanked the Board and Planning Director Amanda Nava-Estill on behalf of a fellow citizen.

Sam Johnson discussed the right-of-way for Old Leslie Road.

Allyson Lovelace read a letter to the Board regarding the resolution for the Board of Education.

Chairman Singletary asked if anyone else would like to speak.

With no further comments or questions from the audience, the Public Forum was closed.

16. **ANNOUNCEMENTS**

Chairman Luke Singletary announced that this would be the last meeting for Planning Director Amanda Nava-Estill, who is moving on to a new exciting job opportunity.

A) The next meeting of the Board of Commissioners will be held August 26, 2025 at 6:00pm.

17. **ADJOURNMENT**

The meeting adjourned at 7:58PM.

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CHAIRMAN

ATTEST:

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COUNTY CLERK



## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners

**SUBJECT:** Employee Years of Service Recognition

**MEETING DATE:** Tuesday, August 26, 2025

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Please recognize the following employees for their years of service to Lee County:

- 10 years: Christine Camp - Paramedic/Firefighter
- 15 years: Sherman Martin - Animal Shelter Supervisor
- 20 years: James Barthels Jr. - Equipment Operator I



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
South Atlantic Water Science Center  
1770 Corporate Drive, Suite 500  
Norcross, GA 30093

July 11, 2025

Coleman Williams  
Assistant Fire Chief-EMA Director  
Lee County  
934 Highway 19 South  
Leesburg, GA 31763

Dear Coleman Williams:

Attached is our standard joint-funding agreement 26MPJFAG0000220 between the U.S. Geological Survey South Atlantic Water Science Center and Lee County for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$16,000.00 from your agency. U.S. Geological Survey contributions for this agreement are \$0.00 for a combined total of \$16,000.00. Please sign and return one fully-executed original to TiAuni Murphy at [sawscbudgethelp@usgs.gov](mailto:sawscbudgethelp@usgs.gov) or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Robert Sobczak at (470) 734-1524 or email [rsobczak@usgs.gov](mailto:rsobczak@usgs.gov) to make alternative arrangements.

This is a actual cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact TiAuni Murphy at phone number (803) 603-4783 or [sawscbudgethelp@usgs.gov](mailto:sawscbudgethelp@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

John K. Joiner  
Acting Director, South Atlantic Water Science Center

Attachment  
26MPJFAG0000220

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600007861  
Agreement #: 26MPJFAG0000220  
Project #: MP00GXH  
TIN #: 58-6000854

Fixed Cost Agreement YES[ ] NO[ X ]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lee County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00.

- (a) \$0.00 by the party of the first part during the period  
October 1, 2025 to September 30, 2026
- (b) \$16,000.00 by the party of the second part during the period  
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,  
in the amount of: \$0.00.
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be  
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters  
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 6000007861  
Agreement #: 26MPJFAG0000220  
Project #: MP00GXH  
TIN #: 58-6000854

Water Resource Investigations

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Robert Sobczak  
Assistant Director for Data- Georgia  
Address: 1770 Corporate Drive Suite 500  
Norcross, GA 30093  
Telephone: (470) 734-1524  
Fax: (678) 924-6710  
Email: [rsobczak@usgs.gov](mailto:rsobczak@usgs.gov)

Customer Technical Point of Contact

Name: Coleman Williams  
Assistant Fire Chief-EMA Director  
Address: 934 Highway 19 South  
Leesburg, GA 31763  
Telephone: (229) 854-9491  
Fax:  
Email: [cwilliams@lee.ga.us](mailto:cwilliams@lee.ga.us)

USGS Billing Point of Contact

Name: TiAuni Murphy  
Budget Analyst  
Address: 720 Gracern Road  
Columbia, SC 29210  
Telephone: (803) 603-4783  
Fax:  
Email: [sawsbudgethelp@usgs.gov](mailto:sawsbudgethelp@usgs.gov)

Customer Billing Point of Contact

Name: Heather Jones  
Finance Director  
Address: 934 Highway 19 South  
Leesburg, GA 31763  
Telephone: (229) 759-6000  
Fax:  
Email: [hjones@lee.ga.us](mailto:hjones@lee.ga.us)

U.S. Geological Survey  
United States  
Department of Interior

Lee County

Signature

By \_\_\_\_\_  
Name: John K. Joiner  
Title: Acting Director,  
South Atlantic Water Science Center

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Lee County: 26MPJFAG0000220					
10/1/2025 to 9/30/2026					
Site Name	Site Number	Collection Code	USGS CMF	Cooperator	Total Cost
KINCHAFOONEE CREEK AT CENTURY RD, NEAR LEES	02351100	STGCONT	\$ -	\$ 8,000	\$ 8,000
MUCKALEE CREEK AT FORRESTER PKWY NEAR LEES	02351925	STGCONT		\$ 8,000	\$ 8,000
		<b>Grand Total</b>	<b>\$ -</b>	<b>\$ 16,000</b>	<b>\$ 16,000</b>

MONITORING CATEGORY	USGS FUNDS	CUSTOMER CASH	TOTAL COST
SURFACE WATER (SW)	\$ -	\$ 16,000	\$ 16,000
GROUND WATER (GW)	\$ -	\$ -	\$ -
CLIMATE (CLIM)	\$ -	\$ -	\$ -
WATER QUALITY (WQ)	\$ -		\$ -
	\$ -	\$ 16,000	\$ 16,000



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**Lee County Planning, Zoning & Engineering Department**

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**Amanda Nava-Estill**  
Director

**Kara Hanson**  
Planner/Zoning Administrator

**Kacee Smith**  
GIS Manager

**Charles Talley**  
GIS Technician

**MEMORANDUM**

TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: PLANNING AND ZONING

DATE: August 20, 2025

RE: SD25-017 SAWTOOTH OAKS SUBDIVISION, PHASE 1; ACCEPTING  
DEEDS OF RIGHTS-OF-WAY, EASEMENTS, ROADS, AND WATER SYSTEM  
INFRASTRUCTURE

---

Lee County staff received a request for a final approval of Sawtooth Oaks Subdivision, Phase 1. All construction is complete and approved. All legal work has been received, reviewed, and approved by the County Attorney. Staff has reviewed and approved the final plat administratively.

**RECOMMENDATION**

Staff recommends that the Lee County Board of Commissioners accept the deeds of rights-of-way, easements, roads, and water system infrastructure for final acceptance within Sawtooth Oak Subdivision, Phase 1.

A two-year improvements guarantee has been provided through an Irrevocable Letter of Credit, effective [August 26, 2025] through [August 26, 2027].

Attachments:  
Resolution  
Legal Documents  
Final Plat

**RESOLUTION**  
**GRANTING FINAL APPROVAL FOR SAWTOOTH OAKS PHASE I SUBDIVISION**  
**(SD25-017) AND ACCEPTING DEEDS OF RIGHTS-OF-WAY, EASEMENTS,**  
**ROADS, AND WATER SYSTEM INFRASTRUCTURE**

**WHEREAS,** Lanier Engineering, Inc., has made an application for final approval of Sawtooth Oaks Phase I Subdivision.

**WHEREAS,** Lee County Board of Commissioners staff has determined that all requirements for final approval have been met including legal and construction requirements.

**WHEREAS,** it is in the best interest of the citizens of Lee County that final approval for Sawtooth Oaks Phase I Subdivision (SD25-017) be granted and that the Chairman and Board of Commissioners of Lee County accept all rights-of-way, easements, roads and water system infrastructure.

**WHEREAS,** it is resolved by and through the Chairman and Board of Commissioners of Lee County, Georgia that final subdivision approval is hereby granted to Sawtooth Oaks Phase I Subdivision. Additionally, the Chairman and Board of Commissioners of Lee County, Georgia, hereby accepts those certain warranty deed of all rights-of-way, easements, roads and water system infrastructure.

This 26<sup>th</sup> day of December, 2025.

BOARD OF COMMISSIONERS  
LEE COUNTY, GEORGIA

By: \_\_\_\_\_

Luke Singletary  
Chairman

ATTEST: \_\_\_\_\_

Kaitlyn Good  
County Clerk



LEE COUNTY

CITY OF LEESBURG

CITY OF SMITHVILLE

### SUBDIVISION APPLICATION

Application #: SD25-017 Date: 7-23-25  
☐ Preliminary Approval ☐ Minor Subdivision Approval  
☒ Final Approval ☐ General Development Plan Proposed  
Subdivision Name: SAWTOOTH OAKS, PHASE I  
Landowner: LEXWIG, LLC, JASON WIGGINS Agent: LANIER ENGINEERING, INC  
Address: 801 TURNER FIELD RD, ALBANY GA 31705 Address: 1504 W. THIRD AVE. ALBANY, GA 31707  
Engineer or Land Surveyor: LANIER ENGINEERING, INC  
Telephone #: Landowner: 229-888-1904 Agent: 229-438-0555 Total acreage: 37.753  
Zoning District: R-1 Land Lot # 209 Land District: 2ND  
Lee County Utilities Authority Sanitary Sewer System: (circle one) proposed or available Yes ☐ No ☒  
Private septic system: (circle one) proposed or available Yes ☒ No ☐  
Lee County Utilities Authority Central Water System: (circle one) proposed or available Yes ☒ No ☐  
Private Community Water System: (circle one) proposed or available Yes ☐ No ☒  
Private Well: (circle one) proposed or available Yes ☐ No ☒  
Open Ditch ☐ Curb & Gutter ☒  
REQUIRED ATTACHMENTS: 1 completed subdivision application and subdivision fee and:  
☒ Plat of Subdivision (3 copies for minor, 25 copies for preliminary, 10 copies for final)  
☒ Legal Description (1 copy)  
☒ Plat Checklist (to be completed by developer with all subdivision requests)

**In addition to the above, for final subdivision applications, please submit:**

- ☒ As-built plans in dwg format showing all street & water, sewer & storm drainage with locations and elevations, and identifying installed infrastructure: (NAD 83 State Plane Coordinates, Zone, Georgia West, .dwg format submitted to [randy.weathersby@lee.ga.us](mailto:randy.weathersby@lee.ga.us))
- ☒ An acceptable Improvements Guarantee (Bond or Letter of Credit) and; a Maintenance and Inspection Agreement for stormwater management areas;
- ☒ DNR approval for proposed water or sewerage system, if required;
- ☒ Deeds transferring title of all Right of Way and easements to the Board of Commissioners  
Deed transferring title of all parks, jointly owned public space and greenspace and other designated areas to the Home Owner's Association or Trust for maintenance and care.

12/18/2023

**Complete page 2**

*I hereby certify that I am the landowner, or legal agent of the landowner, in fee simple of the above-described property.*

Witness [Signature] Landowner/Agent [Signature]  
Date: 7-28-25 Date: 7/28/25

SUBDIVISION FEE (50% at Preliminary and 50% at Final)

# of lots 27 (x) fee per lot 172.50 \$ 4657.50

\$25 check to Clerk of Superior Court \_\_\_\_\_ per deed to be recorded.

SD Fee Amount: \$ 2385.00 Date Received: 8/1/25  
Check #: 6036 Received By: Achawa Entel

STORMWATER MAINTENANCE AGREEMENT: (\$25.00 at Preliminary) check made payable to the Clerk of Superior Court

GS/MA Fee Amount: \$ \_\_\_\_\_ Date Received: \_\_\_\_\_  
Check #: \_\_\_\_\_ Received By: \_\_\_\_\_

12/18/2023



## LEE COUNTY

### Final Approval - Subdivision Plat Checklist

#### **General Information**

Case #: \_\_\_\_\_ Date Application Submitted: \_\_\_\_\_

Name of Subdivision: SAWTOOTH OAKS, PHASE 1

Location:

Land Lot: 209

Land District: 2ND

Owner/Agent Name: LEXWIG, LLC/LANIER ENGINEERING, INC

Owner/Agent Address: 801 TURNER FIELD ROAD/1504 W THIRD AVENUE

Owner/Agent Telephone #: 229-888-1904/229-438-0522

Owner/Agent Email: BDONLEY@LANIER-ENGINEERING.COM

#### **Review Requirements**

- |  |          |
|--|----------|
| 1. Subdivision Fee – Final   | <u>X</u> |
| 2. Plats (10 copies & one digital copy) with a complete application  | <u>X</u> |
| 3. Conformity with Lee County Land Development Ordinance and Lee County Design and Construction Standards and Specifications as approved by the Lee County Plan Reviewer   | <u>X</u> |
| 4. Scale no smaller than 1" = 200'   | <u>X</u> |
| 5. Plat size no larger than 16" x 22", Drawn in ink or by computer printer (Unless approved by Planning Director)  | <u>X</u> |
| 6. Letter to Planning indicating the County is in receipt of as-built-plans showing all streets and right-of ways, water, sewer, and storm drainage with locations and elevations, identifying those portions already installed and those to be installed. | <u>X</u> |
| 7. All deeds, real estate transfer tax forms, required bonds, & any other docs   | <u>X</u> |
| 8. Square box 3" x 3" placed in upper left-hand corner of map or plat  | <u>X</u> |

9. Certification by a land surveyor registered in the state of Georgia X
10. Final plat shall conform to the preliminary plat as approved, except where conditions such as topography and other similar issues make compliance to the preliminary plat impossible. Changes may be made without resubmittal to the planning commission upon approval of such changes by the planning director as long as the amended plat meets county ordinances. X
11. If the proposed water or sewerage system for a subdivision requires the approval of the state department of natural resources, this approval shall be obtained prior to making application to the planning department for approval of the final plat. The approval shall be in writing to Planning X

### **Plat Requirements**

The Final Subdivision Plat and Accompanying Documentation Shall Show All Existing Conditions and Shall Show All Proposals Including the Following:

1. Subdivision Name X
2. Name of Owner with Declaration of Ownership/Authorized Agent X
3. Adjoining Property Owner Names X
4. Adjacent Subdivision Names/Recorded Plats Names & Numbers X  
(Required by rule 180-7-.02(1)(a) of the Georgia technical standards for property surveys)
5. Vicinity Map: X
  - Scale (not less than 1" = 1 mile) X
  - North Arrow X
6. All Roads and Right-of-Way X
  - Names X
  - Right-of-Way Width X
7. Location & Type of All Easements, Dimension, Monuments & Purpose X
8. Utilities Authority Note to Read: X
  - The Lee County Utilities Authority has control over the supply of potable water and receipt of sanitary sewage from all lands subdivided after July 27, 1995. Owners of these subdivided lots will be required to immediately connect to public water and sewage systems whenever either becomes accessible.  
(Will read Leesburg Utilities if within the City)
9. All Lots: X
  - Lot Lines X

Lot Numbers (consecutively numbered)	<u>X</u>
Lot Sizes (thousandth of an acre)	<u>X</u>
Parks, Greenspace, Common Space, etc.	<u>X</u>
Reviewer Comments: _____	
_____	
_____	
10. Topographic Maps (if Requested)	<u>X</u>
11. Minimum Building Setbacks subject to Lee County Zoning requirements:	
Front (all)	<u>X</u>
Sides and Rear (note on plat)	<u>X</u>
12. Legend:	
Numerical Scale	<u>X</u>
Graphic Scale	<u>X</u>
North Arrow	<u>X</u>
Date of Plat	<u>X</u>
13. Soils Map (separate map, if requested): request for well and/or septic EH approval	<u>X</u>
14. Soils Note, if Soils Map is Not Requested, to Read (DPH approval required):	<u>X</u>
<p>Before any building activity begins, the Lee County Health Department must approve the building site. An intensive soil survey will be required in the area of construction to make certain that soils present are suitable for individual sewage disposal system.</p>	
15. Elevations Based on a Sea Level Datum (when required)	<u>X</u>
16. Legal Description of Platted Area & Names of Record Owners of Unplatted Land	<u>X</u>
17. Primary Control Points & Benchmarks w/ Descriptions & Locations (Legends, dimensions, angels, bearings)	<u>X</u>
18. Accurate Dimensions (bearings or deflection angles, radii and area and central angle of all curves of all lots, tract boundary lines, right-of-way lines of streets, easements or other right-of-way)	<u>X</u>
19. Purpose of Sites Dedicated or Reserved (other than residential)	<u>X</u>
20. Location of Apparent Encroachments & Observed Evidence of Human Burials or Cemeteries	<u>X</u>

21. One hundred (100) Year/ One percent (1%) Chance Floodplain (Note if none) X

22. Wetlands Note to Read: X

Wetlands may be present in some of these lots. Federal law protects wetlands. Before disturbing any area designated as a wetland, contact the U.S. Army Corps of Engineers, Regulatory Branch, P.O. Box 889, Savannah, Georgia, 31402-0889.

23. Total Acreage of Development (to the nearest thousandth of an acre) X

24. Statement of the type of equipment used to obtain the linear and angular measurements used in the preparation of the map or plat, or the proper notations required by rule 180-7-.09 of the State of Georgia technical standards for property surveys when GPS equipment is used in performing the survey. X

25. If a minor subdivision involves the conveyance of a property or easements to the county, the following items shall be required:

Title Opinion X

Warranty Deed Conveying Property X

Quitclaim Deed (if applicable) X

  
Signature of completion by owner/agent

 7/31/25  
Received by & Date (office use)

**Legal Description  
Sawtooth Oaks Phase I**

All that certain tract or parcel of land situate lying and being part of Land Lot 209 of the Second Land District, Lee County Georgia and being more particularly described as follows:

Begin at the intersection of the West right-of-way of Lovers Lane Road (80' r/w) and the South line of Land Lot 209 and go North 89 degrees 38 minutes 56 seconds West along the South line of Land Lot 209 a distance of 2,119.41 feet; go thence North 00 degrees 31 minutes 09 seconds East a distance of 191.77 feet; go thence South 89 degrees 28 minutes 51 seconds East a distance of 122.18 feet; go thence North 00 degrees 31 minutes 09 seconds East a distance of 335.00 feet; go thence South 89 degrees 28 minutes 51 seconds East a distance of 241.54 feet; go thence North 00 degrees 31 minutes 09 seconds East a distance of 50.00 feet; go thence South 89 degrees 28 minutes 51 seconds East a distance of 300.37 feet; go thence North 00 degrees 31 minutes 09 seconds East a distance of 335.00 feet; go thence South 89 degrees 28 minutes 51 seconds East a distance of 305.39 feet; go thence South 89 degrees 28 minutes 51 seconds East a distance of 1,150.58 feet to the West right-of-way of Lovers Lane Road; go thence South 00 degrees 33 minutes 35 seconds West along the west right-of-way of Lovers Land Road a distance of 905.56 feet to the South line of Land Lot 209 and to the point of beginning.

Said tract or parcel contains 37.753 acres.

# Lighting Services Agreement



Project # LP106428

Customer Legal Name SAWTOOTH OAKS DEVELOPMENT LLC DBA

Service Address 1 SAWTOOTH DIRVE LEESBURG GA 31763 County Lee County

Mailing Address 636 FUSSELL RD LEESBURG GA 31763

Email klamon@lamoncompany.com Tel # 229-288-4276 Alt Tel #

Tax ID# 3869 Business Description SUBDIVISION

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number?

Selected Components				
Action	Qty	Wattage	Type	Description
INS	10	70	LED	Post Top
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$196.50		\$33.60	\$230.10	
			Term (Months)	24

\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

<b>Project Notes:</b>

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content	Pre-Payment (\$)
NESC	Non-Gov	EOL	NLC	\$18,907.40

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Jason Wiggins	Print Name: Clifton Davis
Print Title: Owner/Member	Print Title: Sales Engineer
	Phone Number: 229-269-3253
	Email: gcdavis@southernco.com
Date: 5/9/2025	Date: 5/9/2025

## TERMS and CONDITIONS (Lighting - Non-Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer agrees to pay a 1.5% late fee on the unpaid balance and acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
  - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, late fee, or any amount due for the Service during the remaining Term.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

## **LANDSCAPE & MAINTENANCE AGREEMENT**

### **LEE COUNTY, GEORGIA**

**THIS LANDSCAPE & MAINTENANCE AGREEMENT, (the, "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Sawtooth Oaks Homeowners Association, Inc. (the "Owner") and the Lee County Board of Commissioners, (the "County").**

### **WITNESSETH:**

**WHEREAS, the Owner is the fee simple owner of real property lying and being in part of Land Lot 209 of the Second Land District of Lee County, Georgia, being more particularly described on the attached Exhibit "A" (hereinafter referred to as the, "Property"), and,**

**WHEREAS, the Owner is in the process of establishing a residential subdivision to be known as Sawtooth Oaks Section 1, and the Property is a portion of said subdivision, and,**

**WHEREAS, as part of the subdivision process, the County is requiring Owner, and Owner's successors, to agree to a landscape plan covering the Property, and,**

**WHEREAS, Owner has caused a landscape plan to be prepared, a copy of which is attached hereto as Exhibit "B" (hereinafter being referred to as, the "Plan"), and, further agrees to maintain the Property affected by the Plan in accordance with the Plan, and,**

**WHEREAS, the Owner and the County have determined that it is in their mutual best interests to enter into this Agreement in accord with the terms hereof.**

**NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree to the following:**

- 1. The Owner, and Owner's successors, of the Property described as the 14.423 acre greenspace and stormwater management area (located adjacent to Lots 15 through 27), the 0.380 acre greenspace area (located between Lot 1 and the West right-of-way of Lovers Lane Road), and the 0.115 acre mailbox kiosk area (adjacent to Sawtooth Drive near the subdivision entrance) as shown on the Plan shall plant trees and install irrigation equipment and irrigation lines as close as reasonably possible to those areas shown on the Plan;**
- 2. Said trees shall be planted as close as reasonably possible to the line where the Lee County Right of Way and the Lee County Utility Easement meet, which is approximately 15' from back of curb at the entrance as shown on the Plan; and**
- 3. All irrigation lines, with the exception of 2 lines crossing Sawtooth Dr in sleeves at the entrance, shall be installed approximately 2 feet from the back of curb in sodded areas as shown on the Plan; and**

4. A one inch (1") double checked back flow shall be installed immediately after the supply water meter; and an irrigation controller shall be provided with a rain freeze sensor; and
5. This Agreement shall be recorded in the Lee County Deed Records and shall run with the land affected by this Agreement.

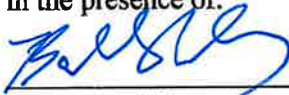
(This Agreement may be executed in Counterpart)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

**Sawtooth Oaks Homeowners Association, Inc., a  
Georgia limited liability company**

By:   
Jason Wiggins, Manager

Signed, sealed and delivered on  
this \_\_\_\_ day of \_\_\_\_\_, 2025  
in the presence of:



Unofficial Witness



Notary Public



(Signatures Continue on the Following Page)

**Lee County, Georgia Board of Commissioners**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Chairman

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: County Clerk

(County Seal)

Signed, sealed and delivered on  
this \_\_\_\_ day of \_\_\_\_\_, 2025  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
(Notary Seal)

**Attachments:**

**Exhibit A (Property Description)**

**Exhibit B (Plan)**

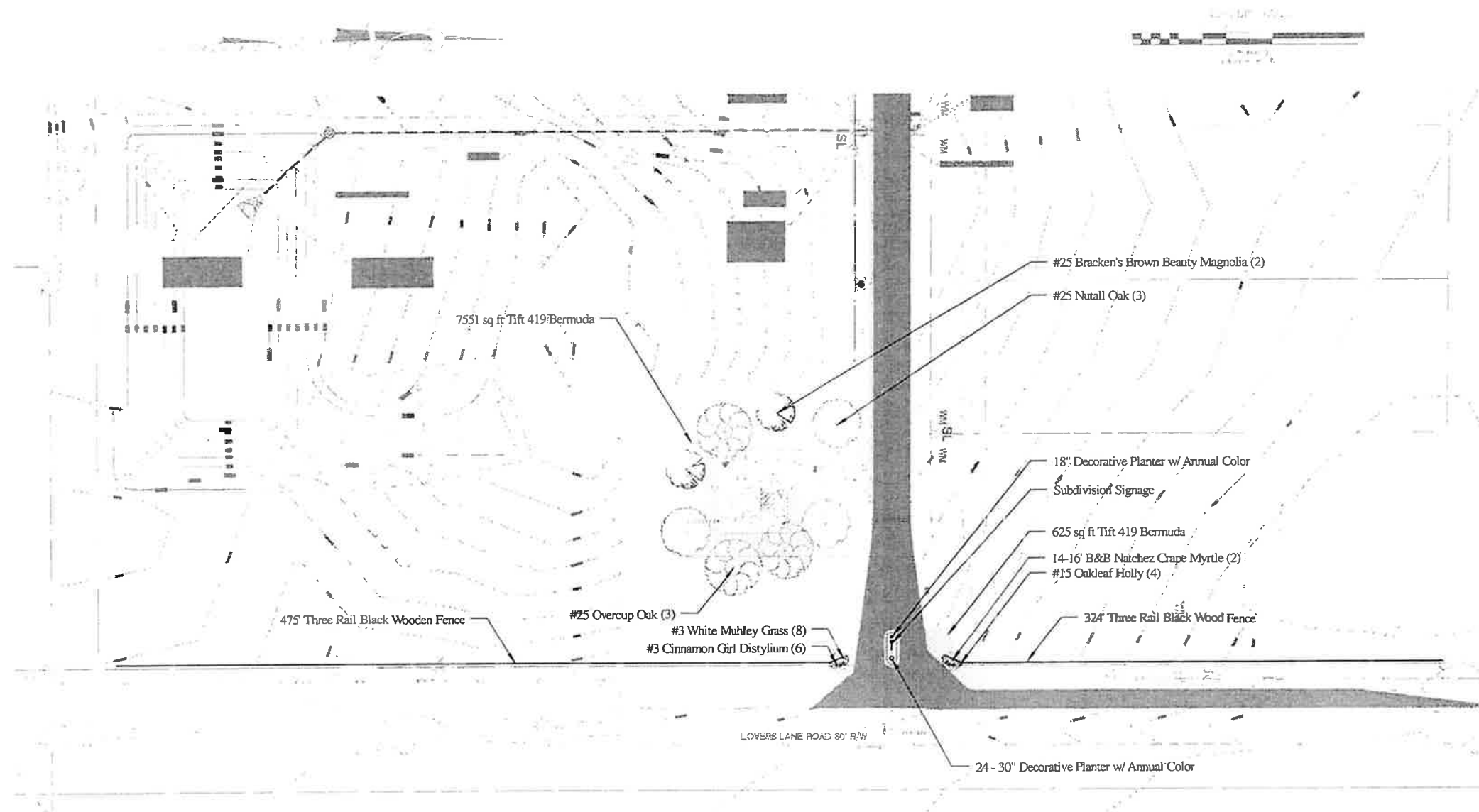
Exhibit "A"  
Property Description

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

The 14.423 acre greenspace and stormwater management area located adjacent to Lots 15 through 27, the 0.380 acre greenspace area located between Lot 1 and the West right-of-way of Lovers Lane Road and the 0.115 acre mailbox kiosk area located adjacent to Sawtooth Drive near the subdivision entrance Reference plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet \_\_\_\_ Slide \_\_\_\_.

**Exhibit “B”  
Plan**

**See Attached.**



Revision #:

Scale:

Landscape Plan: 05825

Landscape Design by: Jason Berry

## **MAINTENANCE AGREEMENT**

### **LEE COUNTY, GEORGIA**

**THIS MAINTENANCE AGREEMENT, entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Lee County Board of Commissioners, (hereinafter referred to as "County") and Sawtooth Oaks Homeowners Association, Inc., (hereinafter referred to as "Property Owner").**

#### **WITNESSETH:**

**WHEREAS,** the Property Owner Sawtooth Oaks Homeowners Association, Inc. recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development known as, SAWTOOTH OAKS SUBDIVISION which development is located in Land Lots 209 and 210, of the Second Land District, of Lee County, Georgia; and,

**WHEREAS,** the facility or facilities are more particularly described in the approved plans and specifications of said subdivision, which approved plans and specifications are incorporated into this Agreement by specific reference thereto; and

**WHEREAS,** the Property Owner is the fee simple owner of real property more particularly described on the attached Exhibit A (hereinafter referred to as "the Property"), and,

**WHEREAS,** Lee County (hereinafter referred to as "the County") and the Property Owner, agree that the health, safety and welfare of the citizens of the County require that the facility or facilities as herein described be constructed and maintained on the property, and,

**WHEREAS,** the Lee County Development Regulations require that a facility or facilities as shown on approved development plans and specifications of a subdivision or other development be constructed and maintained by the Property Owner; and.

**WHEREAS,** the Property Owner and the Lee County Board of Commissioners have determined that it is in their mutual best interests to enter into the Maintenance Agreement in accord with the terms hereof.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

#### **SECTION 1**

The facility or facilities shall be constructed by the Property Owner in accordance with the approved plans and specifications for the development.

#### **SECTION 2**

The Property Owner, shall maintain the facility or facilities in good working condition acceptable to the County and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit B.

#### **SECTION 3**

The Property Owner, hereby grants permission to the County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County deems necessary. Whenever possible, the County shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of Lee County to allow the County to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit C and by reference made a part hereof.

#### **SECTION 4**

In the event the Property Owner, fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the County and in accordance with the maintenance schedule incorporated in this Agreement, the County, with due notice to the Property Owner, may enter upon the property and take whatever steps it deems reasonably necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the County is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the County.

#### **SECTION 5**

(a) In the event the County, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the County, upon demand within thirty (30) calendar days of the date of the County's demand for all the costs incurred by the County hereunder. If such amount is not paid within the prescribed time period, the County shall be entitled to foreclose its lien against the property held by the County in accord with the provisions of subsection (b) of this Section 5. Such lien shall be foreclosed in the same manner as an outstanding deed to secure debt is foreclosed upon under applicable Georgia law. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the County as a result of the Property Owner's failure to maintain the facility or facilities. In lieu of requiring payment of such costs by the Property Owner, the County may elect, in its sole and absolute discretion, to accept payment from a surety or sureties under any then existing and legally valid and enforceable maintenance bond executed and delivered by the Property Owner to the County as security for the performance and payment of such costs and expenses.

(b) The Property Owner hereby grants to the County a lien secured by the property described on Exhibit "A" hereto in such amount or amounts as may be deemed necessary to reimburse the County for any and all costs and expenses incurred by the County in maintaining the facility or facilities upon such property during the term of this Agreement.

#### **SECTION 6**

It is the intent of this agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party to this Agreement for damage alleged to result from or caused by storm water runoff.

#### **SECTION 7**

The Property Owner shall take all reasonable and necessary steps to make accommodation for the removal and disposal of all accumulated sediments resulting from the normal operation of the facility or facilities. Disposal of such sediment shall be provided onsite in a reserved area(s) or will be removed from the site to an approved facility. Sediment contaminated with hazardous material such as used oil, metal, etc. shall be disposed in a landfill approved of accepting said materials. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

#### **SECTION 8**

The Property Owner shall provide the County with a payment bond and a performance bond or a letter of credit providing for the maintenance of the facility or facilities pursuant to the County's Development Regulations concerning Maintenance Agreements. Such bonds or letter of credit shall name the County as the beneficiary thereof, and shall continue to be in effect during the term of this Agreement. The failure of the Property Owner to provide such bonds or letters of credit, in such form as may be approved by the County, within thirty (30) calendar days of the execution of this Agreement, or the failure of the Property Owner to maintain such bonds or letters of credit in effect during the term hereof, shall be grounds for the County, in its sole and absolute discretion, to suspend or terminate any and all permits previously issued by the County in connection with such development.

#### **SECTION 9**

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as Exhibit D and by this reference made a part hereof for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

#### **SECTION 10**

The Property Owner, hereby indemnifies and holds harmless the County and its authorized elected officials, agents and employees for any and all damages, causes of action, accidents, casualties, occurrences or claims which might arise or be asserted against the County arising out of, or in connection with, the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the County. In the event a claim is asserted against the County, its elected officials, agents or employees, the County shall promptly notify the Property Owner of

such claim in writing and the Property Owner shall defend, at its sole cost and expense, any claims, legal actions, or lawsuits, based on such claim, regardless of the forum in which such claim is asserted. If any judgment or claims shall be entered against the County, its elected officials, agents or employees as a result of such claims, the Property Owner shall pay the judgment, plus all interests, costs and expenses in connection therewith within thirty (30) calendar days of the date of entry of such judgment.

#### **SECTION 11**

This Agreement shall be recorded in the deed records of the Clerk of Superior Court of Lee County and shall constitute a covenant running with the land and shall be binding on the Property Owner, and its administrators, executors, heirs, successors, and assigns.

#### **SECTION 12**

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

#### **SECTION 13**

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

#### **SECTION 14**

This agreement shall be construed under the laws of the State of Georgia.

#### **SECTION 15**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

#### **SECTION 16**

**This Agreement shall become effective as of the date and year first above written and shall constitute in full force and effect for as long as the facility or facilities which are the subject of this Agreement remains in existence unless the Agreement is sooner terminated by the County by written notice to the Property Owner. Notice of such termination shall be recorded in the Lee County Deed Records by the County.**

## MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

### COUNTY:

**Lee County, Georgia Board of Commissioners**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Chairman

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: County Clerk

(County Seal)

### Attachments:

Exhibit A (Plat and Legal Description)

Exhibit B (Inspection and Maintenance Schedule)

Exhibit C (Access Easement)

Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

**OWNER:**

**Sawtooth Oaks Homeowners Association, Inc.,  
a Georgia limited liability company**

By:   
\_\_\_\_\_  
Jason Wiggins, Manager

Attachments:

- Exhibit A (Plat and Legal Description)
- Exhibit B (Inspection and Maintenance Schedule)
- Exhibit C (Access Easement)
- Exhibit D (Standard BMP Operation and Maintenance Inspection Report)

## **EXHIBIT A (Plat and Legal Description)**

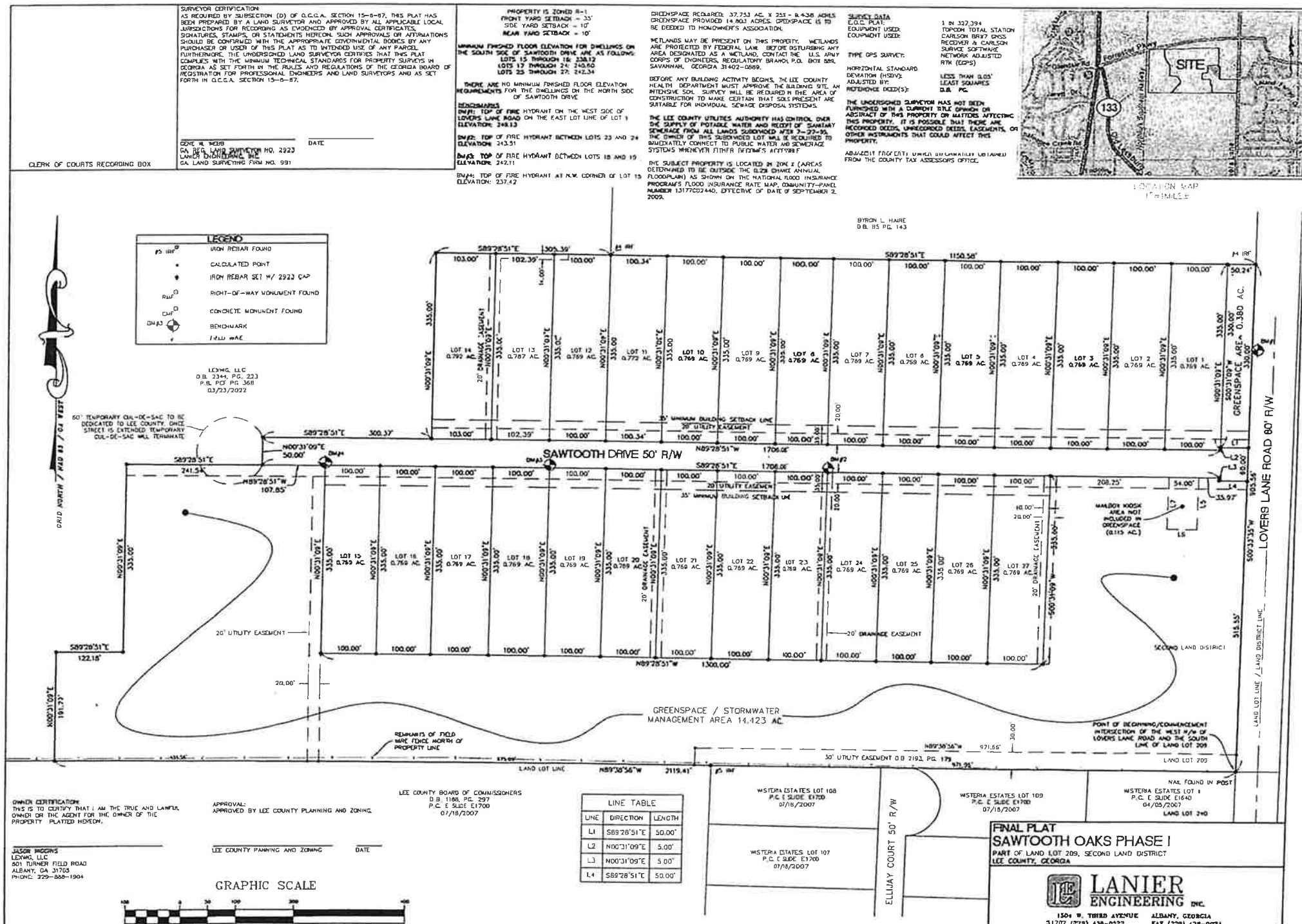
### Legal Description

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

The 14.423 acre greenspace and stormwater management area located adjacent to Lots 15 through 27, the 0.380 acre greenspace area located between Lot 1 and the West right-of-way of Lovers Lane Road and the 0.115 acre mailbox kiosk area located adjacent to Sawtooth Drive near the subdivision entrance Reference plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_\_.

### Plat

See attached.



**EXHIBIT B (Inspection and Maintenance Schedule)**

See attached.

## EXHIBIT B

### STORMWATER FACILITY INSPECTION AND MAINTENANCE SCHEDULE

STORMWATER FACILITY	INSPECTION FREQUENCY BY COUNTY STAFF	POTENTIAL MAINTENANCE FREQUENCY BY OWNERS OF FACILITY
Wet Pond	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Dry Pond	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Constructed Wetlands	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Filtration Facility	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")
Enhanced Swales, Grass Channels and Filter Strips	At least Once Every Two Years	Once per Month, Year and after a Major Rain Event (>2")

**Required Maintenance** – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual (see [www.georgiastormwater.com](http://www.georgiastormwater.com) for more information).

In general, the County is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

**Inspections** - The Lee County Development Services Department will inspect each stormwater facility listed above at least once every two years. Other components of the storm sewer system (e.g., pipes, culverts, drop inlets, etc.) will be inspected by the County on a periodic basis (approximately 20% each year). The results of all inspections will be documented and provided to the BMP owner of record.

**Exhibit C (Access Easement)**

**PERMANENT WATER QUALITY BMP AND  
ACCESS EASEMENT AGREEMENT**

THIS EASEMENT granted this \_\_\_\_ day of \_\_\_\_\_, 2025, between the property owner Sawtooth Oaks Homeowners Association, Inc., as party of the first part, hereinafter referred to as Grantor, and

LEE COUNTY, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in land paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "I".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the Lee County Development Services Department. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee. It is understood and agreed that the provisions of said maintenance agreement are incorporated into and made a part of this agreement by specific reference thereto.

**PERMANENT WATER QUALITY BMP AND  
ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

**COUNTY:**

**Lee County, Georgia Board of Commissioners**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Chairman \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: County Clerk \_\_\_\_\_

(County Seal)

**Attachment:**

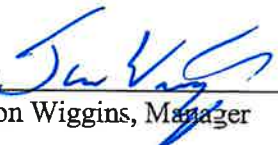
Exhibit 1 (Plat of Easement)

**PERMANENT WATER QUALITY BMP AND  
ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective the day and year first above written.

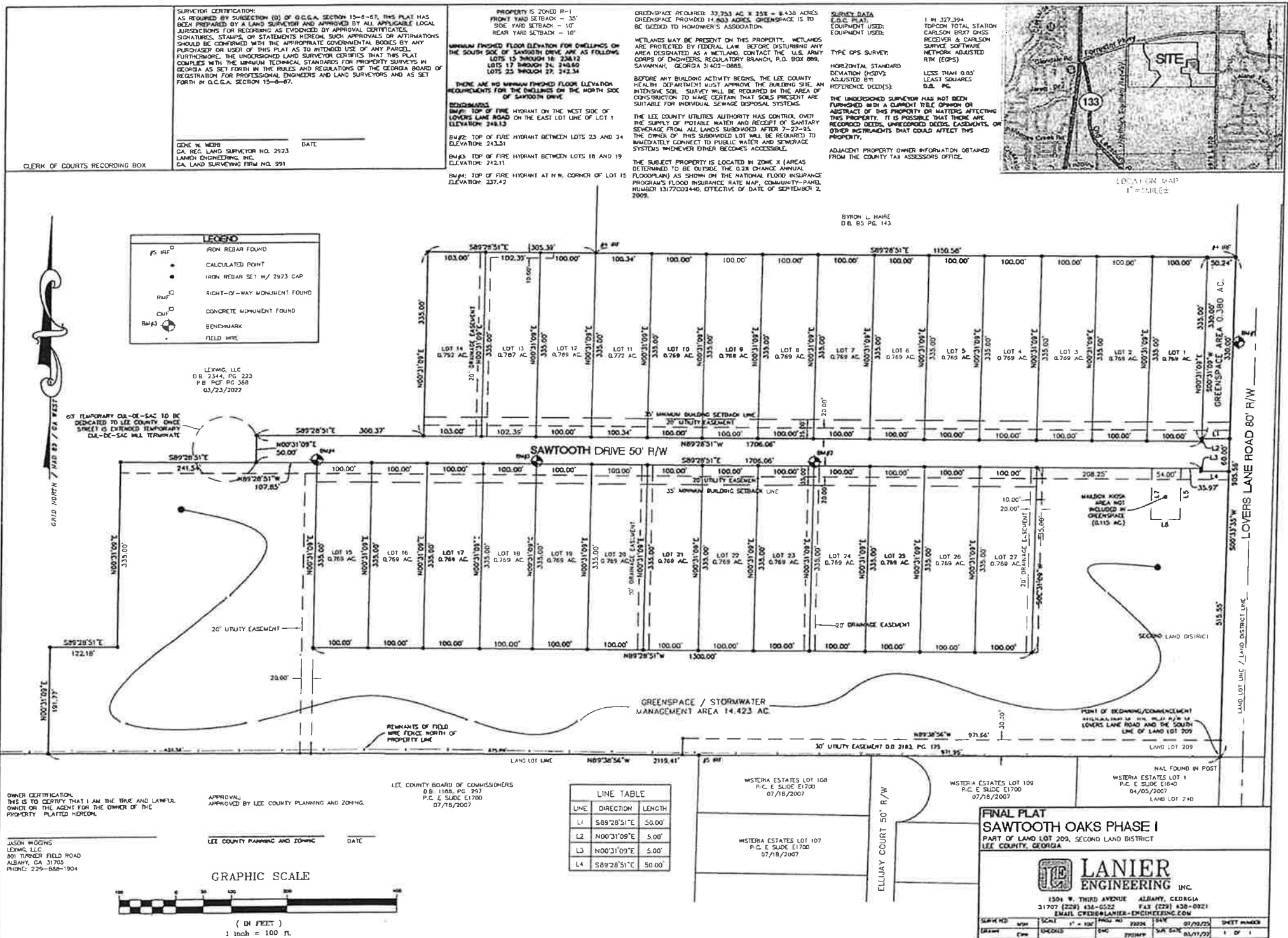
**OWNER:**

**Sawtooth Oaks Homeowners Association, Inc.,  
a Georgia limited liability company**

By:  \_\_\_\_\_  
Jason Wiggins, Manager

Attachment:

Exhibit 1 (Plat of Easement)



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EXHIBIT

7

**Exhibit D** (Standard BMP Operation and Maintenance Inspection Report)

See attached.

## EXHIBIT D

### OPERATION AND MAINTENANCE INSPECTION REPORT FOR STORMWATER MANAGEMENT PONDS LEE COUNTY, GEORGIA

Inspection Date \_\_\_\_\_ Inspector Name \_\_\_\_\_

Project Location \_\_\_\_\_

Description of Pond \_\_\_\_\_

Watershed \_\_\_\_\_ Tax Map \_\_\_\_\_

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion:					
3. Animal Burrows					
4. Unauthorized Planting:					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face:					
b. Downstream Face:					
c. At or Beyond Toe					
i. Upstream:					
ii. Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Functioning					
7. Seeps/Leaks on Downstream Face:					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
<b>B. Riser and Principal Spillway</b>  Type:    Reinforced Concrete Corrugated Pipe Masonry  *Indicates Dry Ponds Only  1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary					
b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE REQUIRED		COMMENTS
	Yes	No	Yes	No	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			NA	NA	
3. Aesthetics					
a. Grass Mowing Required					
b. Graffiti Removal Required					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

**SUMMARY**

1. Inspector's Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Overall Condition of Facility (Check One) Acceptable \_\_\_\_\_  
Unacceptable \_\_\_\_\_

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Inspector

## **CERTIFICATE OF TITLE**

TO:               LEE COUNTY, GEORGIA BOARD OF COMMISSIONERS  
ATTN:

THIS WILL CERTIFY that an examination of the properly indexed public records in the Office of the Clerk of Superior Court of Lee County, Georgia, has been made, and that in view of said examination, it is our opinion that **Lexwig, LLC, a Georgia limited liability company**, is seized of a good, valid and marketable fee simple title in and to the following described property as per our search of the Lee County, Georgia Public Deed Records:

**TRACT ONE:**

All those tracts or parcels of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being all of Lots 1-27 as shown on that certain plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_. Said described plat is hereby incorporated herein for all purposes in aid of description.

**TRACT TWO:**

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

The 50 foot right-of-way of Sawtooth Drive including the 60 foot wide right-of-way entrance area and the 60 foot radius temporary turnaround, the 10 foot wide drainage easement running along the rear of portions of Lots 12 and 13, the 20 foot wide drainage easement centered on the common lot line between Lots 13 and 14, the 20 foot wide drainage easement centered on the common lot line between Lots 20 and 21, the 20 foot wide drainage easement centered on the common lot line between Lots 23 and 24, the 20 foot wide drainage easement centered on the east lot line of Lot 27, the 20 foot wide utility easement adjoining the west line of Lot 15 and extending southerly to the subdivision boundary, and the 20 foot wide utility easements located parallel and contiguous to the right-of-way of Sawtooth Drive. Reference plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_.

**TRACT THREE:**

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

All of the water distribution system improvements including appurtenances located within the street rights-of-way and utility easements of Sawtooth Oaks Phase 1 as

shown on plat by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_.

**TRACT FOUR:**

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

The 14.423 acre greenspace and stormwater management area located adjacent to Lots 15 through 27, the 0.380 acre greenspace area located between Lot 1 and the West right-of-way of Lovers Lane Road and the 0.115 acre mailbox kiosk area located adjacent to Sawtooth Drive near the subdivision entrance Reference plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_.

with the following exceptions:

- (1) The 2025 Lee County taxes are not yet due and payable. For information, 2024 Lee County property taxes were paid on \_\_\_\_\_ in the amount of \$\_\_\_\_\_. (Part of Tax Map 121/209/1 per Tax Commissioner and Part of Tax Map 039D/121 per Tax Assessor)
- (2) If any improvements have been placed on the above-described property within the last ninety (90) days and bills for the same remain unpaid, same constitute a lien against the property.
- (3) All questions of survey and rights of parties in possession.
- (4) The regulations of Lee County zoning ordinances, if any, are hereby excepted; and if said property is within Albany City Limits, the regulations of said City zoning ordinances, if any, are hereby excepted.
- (5) Improper indexing, filing and recording, and other errors of personnel of the Lee County Clerk's Office.
- (6) All easements, rights of way, liens, protective covenants, restrictions and other claims or matters not shown of record.
- (7) Subject to any and all visible easements and easements and restrictions of record.
- (8) All past due utility bills, whether gas, water, electricity, telephone, sewer, or sanitary services.
- (9) Any bankruptcy proceedings.

(10) All matters regarding federal truth-in-lending laws, real estate settlement procedure laws, and other consumer legislation.

(11) All items of personalty used in connection with or attached to the captioned property, where not indexed upon the aforesaid real estate records.

(12) Any law, ordinance or governmental regulation relating to environmental protection.

(13) Any and all matters set forth on the recorded Plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_.

(14) Any and all matters set forth on that certain Trustees' Deed from Marsha S. O'Daniel and Susan S. Fite, as Co-Trustees of the Seaton Family Trust U/A dated 8/17/2011 to Lexwig, LLC, dated April 6, 2022, recorded in Deed Book 2344, Pages 223-226, in the office of the Clerk of Superior Court of Lee County, Georgia.

(15) Any and all exceptions as shown on that certain Rural Post Roads Right of Way Deed to Lee County, Georgia, filed for record September 22, 1961, and recorded at Deed Book B-3, Page 268, in the Office of the Clerk of Superior Court of Lee County, Georgia.

(16) Any and all exceptions as shown on that certain Rural Post Roads Right of Way Deed to Lee County, Georgia, filed for record September 22, 1961, and recorded at Deed Book B-3, Page 269, in the Office of the Clerk of Superior Court of Lee County, Georgia.

(17) Any and all exceptions as shown on that certain Right of Way Deed to The Board of Commissioners of Lee County, Georgia, filed for record June 8, 1999, and recorded June 8, 1999 at Deed Book 414, Page 313, in the Office of the Clerk of Superior Court of Lee County, Georgia .

(18) Any and all exceptions as shown on that certain Agreement in Connection With Acquisition of Real Property for Lee County East-West Connector between The Board of Commissioners of Lee County, Georgia and Eugene W. Kelly; John P. Imlay, Jr., individually; and Gerard Godfrey Imlay, as Trustee under Trust Agreement with John P. Imlay, Jr, dated May 26, 1999, and recorded November 8, 1999 at Deed Book 440, Page 161, in the Office of the Clerk of Superior Court of Lee County, Georgia.

(19) Any and all exceptions as shown on that certain Drainage Easement to The Board of Commissioners of Lee County, Georgia, dated February 9, 2000, and recorded February 18, 2000 at Deed Book 455, Page 342, in the Office of the Clerk of Superior Court of Lee County, Georgia.

(20) Any and all exceptions as shown on that certain Utility Easement for Water Distribution Line to The Lee County Utilities Authority, dated December 3, 2020, and recorded December 10, 2020 at Deed Book 2193, Page 179, in the Office of the Clerk of Superior Court of Lee County, Georgia.

(21) Any and all exceptions as shown on that certain Easement to Georgia Power Company, dated May 12, 2021, eFiled and eRecorded November 30, 2021 at Deed Book 2306, Page 165, in the Office of the Clerk of Superior Court of Lee County, Georgia, as amended.

(22) This is a Certificate of Title and is prepared for and limited to use and reliance by **LEE COUNTY, GEORGIA BOARD OF COMMISSIONERS**, its successors and assigns.

Dated this 24<sup>th</sup> day of June 2025, at 8:30 a.m.

GARDNER WILLIS PLAIRE & WILSON, LLP

By: /s/ Smith N. Wilson  
SMITH N. WILSON

Return Recorded Document to:  
Smith N. Wilson  
Gardner Willis Plaire & Wilson, LLP  
P. O. Drawer 71788  
Albany, Georgia 31708-1788

**QUIT CLAIM DEED**

GEORGIA, DOUGHERTY COUNTY.

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2025, between **SAWTOOTH OAKS DEVELOPMENT, LLC, a Georgia limited liability company**, as Party of the First Part, hereinafter called "Grantor" and **SAWTOOTH OAKS HOMEOWNERS ASSOCIATION, INC., a Georgia limited liability company**, as Party of the Second Part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, personal representative, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of ONE DOLLAR (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said Grantee all the right, title, interest, claim or demand which the said Grantor has or may have had in and to the following described property, to-wit:

**Please see the Exhibit "A" attached hereto and made a part hereof.**

with all rights, members and appurtenances to the said premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor nor any other person or persons claiming under the Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

Signed, sealed and delivered  
in the presence of:

**SAWTOOTH OAKS DEVELOPMENT, LLC**

Beth Pollock  
Witness

By: Jason Wiggins (Seal)

Print Name: Jason Wiggins (Seal)

Beth Pollock  
Notary Public  
My Commission Expires: 11/15/25

Title: Managing Partner (Seal)



## **EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

The 14.423 acre greenspace and stormwater management area located adjacent to Lots 15 through 27, the 0.380 acre greenspace area located between Lot 1 and the West right-of-way of Lovers Lane Road and the 0.115 acre mailbox kiosk area located adjacent to Sawtooth Drive near the subdivision entrance Reference plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet \_\_\_\_ Slide \_\_\_\_.

Maintenance  
Bond

Westfield Insurance Co.

Westfield Group <sup>SM</sup> One Park Circle, P O Box 5001  
Westfield Center, Ohio 44251-5001

Bond No 488074J

KNOW ALL MEN BY THESE PRESENTS:

That we, CE Construction of GA, LLC (hereinafter called the "Principal"),  
and the Westfield Insurance Company, of Westfield Center, Ohio, a corporation duly organized under the laws of the  
State of Ohio, and duly licensed to transact business in the State of Georgia  
(hereinafter called the "Surety"), are held and firmly bound unto Lee County Board of Commissioners  
(hereinafter called the "Obligee"),  
in the sum of Sixty Five Thousand Four Hundred Eighty Four and 00/100 Dollars  
(\$ 65,484.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

Signed this 20th day of June, 2025.

WHEREAS, the said Principal has heretofore entered into a contract with Lee County Board of Commissioners  
dated June 20th, 2025 for Sawtooth Oaks Phase 1 and

WHEREAS, the said Principal is required to guarantee the Infrastructure improvements to include streets, storm drainage & water system installed  
under said contract, against defects in materials or workmanship which may develop during the period beginning on the  
26th day of August, 2025 and ending on the 25th day of August,  
2027.

In no event shall losses paid under this bond aggregate more than the amount of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out  
and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in  
materials or workmanship in the said work which may develop during the period specified above or shall pay over, make  
good and reimburse to the said Obligee all loss and damage which said Obligee may sustain by reason of failure or  
default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, a written statement of the  
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its office in  
Westfield Center, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of  
such default; and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after  
the expiration of thirty days from the end of the maintenance period as herein set forth.

CE Construction of GA, LLC

Principal

By: 

Jason Wiggins Owner/Partner

WESTFIELD INSURANCE COMPANY

By: 

Ryan C. Tiernan

Attorney-in-Fact



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1010772 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**RICHARD D DOHERTY, RYAN C TIERNAN, CYNTHIA L GEESLIN, MALINDA HILL, JOINTLY OR SEVERALLY**

of **ALBANY** and State of **GA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. . . . .

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **01st** day of **MAY** A.D., 2022 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Gary W. Stumper*

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **01st** day of **MAY** A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **25th** day of  
A.D.,

August 2025



*Frank A. Carrino* Secretary

**Frank A. Carrino, Secretary**

Return Recorded Document to:  
Smith N. Wilson  
Gardner Willis Plaire & Wilson, LLP  
P. O. Drawer 71788  
Albany, Georgia 31708-1788

## **LIMITED WARRANTY DEED**

**STATE OF GEORGIA**  
**COUNTY OF CRISP**

This indenture made this \_\_\_\_\_ day of **January, 2025** between **LEXWIG, LLC, a Georgia limited liability company**, as party or parties of the first part, hereinafter called Grantor, and **SAWTOOTH OAKS DEVELOPMENT, LLC, a Georgia limited liability company**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of **TEN 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 the below described tract or parcel of land more fully and completely described as follows:

**Please see the Exhibit "A" attached hereto and made a part hereof.**

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, his successors, heirs and assigns, against the lawful claims of all persons by, through and under the above named Grantor, but no further or otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public  
My Commission Expires: 11/15/25



LEXWIG, LLC

By:  (Seal)

Print Name: JASON Wiggins (Seal)

Title: MANAGING Partner (Seal)

## **EXHIBIT "A"**

### **TRACT ONE:**

All those tracts or parcels of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being all of Lots 1-27 as shown on that certain plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_. Said described plat is hereby incorporated herein for all purposes in aid of description.

### **TRACT TWO:**

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

The 50 foot right-of-way of Sawtooth Drive including the 60 foot wide right-of-way entrance area and the 60 foot radius temporary turnaround, the 10 foot wide drainage easement running along the rear of portions of Lots 12 and 13, the 20 foot wide drainage easement centered on the common lot line between Lots 13 and 14, the 20 foot wide drainage easement centered on the common lot line between Lots 20 and 21, the 20 foot wide drainage easement centered on the common lot line between Lots 23 and 24, the 20 foot wide drainage easement centered on the east lot line of Lot 27, the 20 foot wide utility easement adjoining the west line of Lot 15 and extending southerly to the subdivision boundary, and the 20 foot wide utility easements located parallel and contiguous to the right-of-way of Sawtooth Drive. Reference plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_.

### **TRACT THREE:**

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

All of the water distribution system improvements including appurtenances located within the street rights-of-way and utility easements of Sawtooth Oaks Phase 1 as shown on plat by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_.

### **TRACT FOUR:**

All that tract or parcel of land lying and being in Land Lot 209, Second Land District, Lee County, Georgia and being more particularly described as follows.

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West right-of-way of Lovers Lane Road and the 0.115 acre mailbox kiosk area located adjacent to Sawtooth Drive near the subdivision entrance Reference plat prepared by Lanier Engineering, Inc. entitled "Final Plat, Sawtooth Oaks Phase 1" dated July 10, 2025 and recorded in the public land records of Lee County, Georgia in Plat Cabinet\_\_\_\_ Slide\_\_\_\_\_.

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

GENE W. WEBB  
GA. REG. LAND SURVEYOR NO. 2923  
LANIER ENGINEERING, INC.  
GA. LAND SURVEYING FIRM NO. 991

DATE

CLERK OF COURTS RECORDING BOX

TOTAL AREA OF SAWTOOTH SUBDIVISION  
PHASE I IS 37.753 AC.

PROPERTY IS ZONED R-1  
FRONT YARD SETBACK - 35'  
SIDE YARD SETBACK - 10'  
REAR YARD SETBACK - 10'

MINIMUM FINISHED FLOOR ELEVATION FOR DWELLINGS ON THE SOUTH SIDE OF SAWTOOTH DRIVE ARE AS FOLLOWS:  
LOTS 15 THROUGH 16: 238.12  
LOTS 17 THROUGH 24: 240.60  
LOTS 25 THROUGH 27: 242.34

THERE ARE NO MINIMUM FINISHED FLOOR ELEVATION REQUIREMENTS FOR THE DWELLINGS ON THE NORTH SIDE OF SAWTOOTH DRIVE

**BENCHMARKS**

BM#1: TOP OF FIRE HYDRANT ON THE WEST SIDE OF LOVERS LANE ROAD ON THE EAST LOT LINE OF LOT 1  
ELEVATION: 249.13

BM#2: TOP OF FIRE HYDRANT BETWEEN LOTS 23 AND 24  
ELEVATION: 243.51

BM#3: TOP OF FIRE HYDRANT BETWEEN LOTS 18 AND 19  
ELEVATION: 242.11

BM#4: TOP OF FIRE HYDRANT AT N.W. CORNER OF LOT 15  
ELEVATION: 237.42

GREENSPACE REQUIRED: 37.753 AC. X 25% = 9.438 ACRES  
GREENSPACE PROVIDED 14.803 ACRES. GREENSPACE IS TO BE DEEDED TO HOMOWNER'S ASSOCIATION.

WETLANDS MAY BE PRESENT ON THIS PROPERTY. WETLANDS ARE PROTECTED BY FEDERAL LAW. BEFORE DISTURBING ANY AREA DESIGNATED AS A WETLAND, CONTACT THE U.S. ARMY CORPS OF ENGINEERS, REGULATORY BRANCH, P.O. BOX 889, SAVANNAH, GEORGIA 31402-0889.

BEFORE ANY BUILDING ACTIVITY BEGINS, THE LEE COUNTY HEALTH DEPARTMENT MUST APPROVE THE BUILDING SITE. AN INTENSIVE SOIL SURVEY WILL BE REQUIRED IN THE AREA OF CONSTRUCTION TO MAKE CERTAIN THAT SOILS PRESENT ARE SUITABLE FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.

THE LEE COUNTY UTILITIES AUTHORITY HAS CONTROL OVER THE SUPPLY OF POTABLE WATER AND RECEIPT OF SANITARY SEWERAGE FROM ALL LANDS SUBDIVIDED AFTER 7-27-95. THE OWNER OF THIS SUBDIVIDED LOT WILL BE REQUIRED TO IMMEDIATELY CONNECT TO PUBLIC WATER AND SEWERAGE SYSTEMS WHENEVER EITHER BECOMES ACCESSIBLE.

THE SUBJECT PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 13177C0244D, EFFECTIVE OF DATE OF SEPTEMBER 2, 2009.

SURVEY DATA  
E.O.C. PLAT:  
EQUIPMENT USED:  
EQUIPMENT USED:

TYPE GPS SURVEY:

HORIZONTAL STANDARD DEVIATION (HSDV):  
ADJUSTED BY:  
REFERENCE DEED(S):

THE UNDERSIGNED SURVEYOR HAS NOT BEEN FURNISHED WITH A CURRENT TITLE OPINION OR ABSTRACT OF THIS PROPERTY OR MATTERS AFFECTING THIS PROPERTY. IT IS POSSIBLE THAT THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS THAT COULD AFFECT THIS PROPERTY.

ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM THE COUNTY TAX ASSESSORS OFFICE.

1 IN 327.394  
TOPCON TOTAL STATION  
CARLSON BRX7 GNSS  
RECEIVER & CARLSON  
SURVEY SOFTWARE  
NETWORK ADJUSTED  
RTK (EGPS)

LESS THAN 0.05'  
LEAST SQUARES  
D.B. PG.



LOCATION MAP  
1"=1MILE±

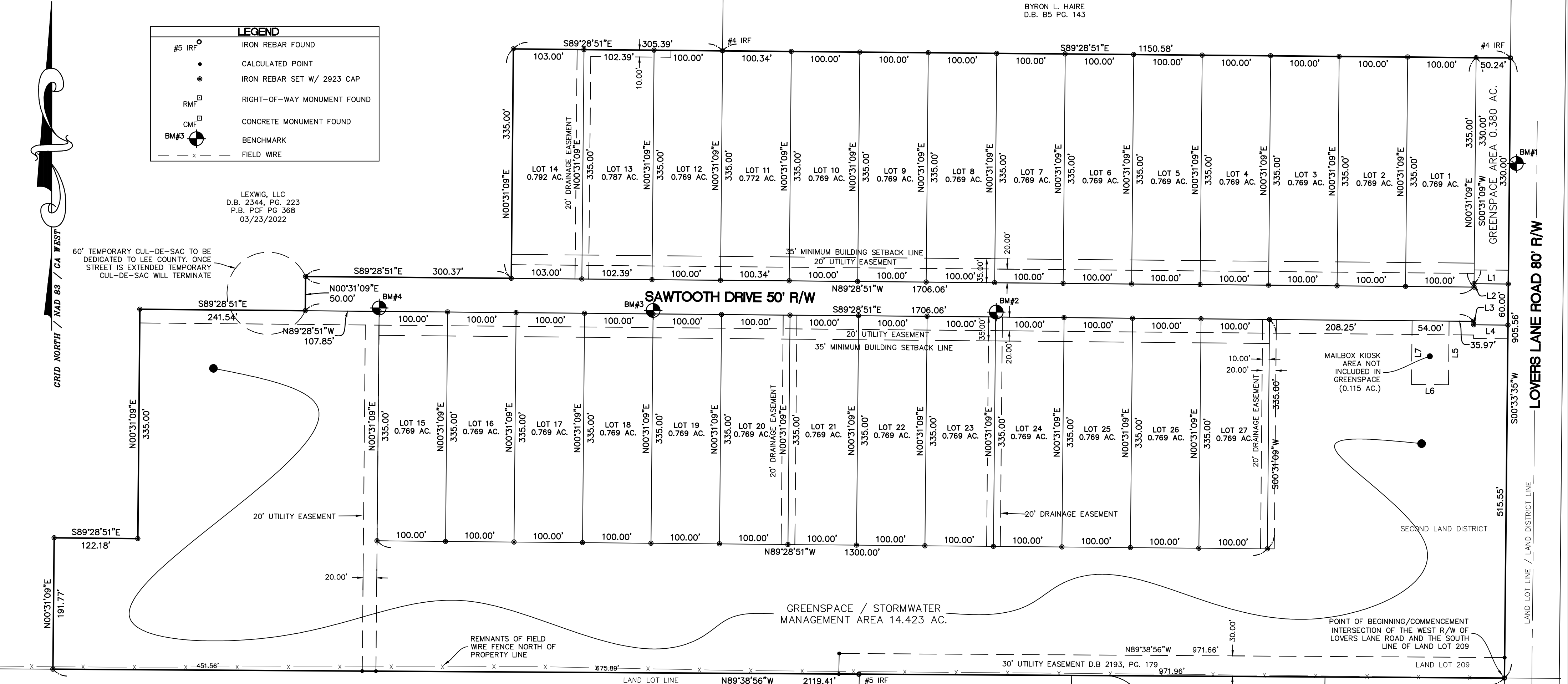
LEGEND	
#5 IRF	IRON REBAR FOUND
•	CALCULATED POINT
•	IRON REBAR SET W/ 2923 CAP
RMF	RIGHT-OF-WAY MONUMENT FOUND
CMF	CONCRETE MONUMENT FOUND
BM#3	BENCHMARK
---	FIELD WIRE

LEXWIG, LLC  
D.B. 2344, PG. 223  
P.B. PCF PG. 368  
03/23/2022

BYRON L. HAIRE  
D.B. B5 PG. 143

**SAWTOOTH DRIVE 50' R/W**

**LOVERS LANE ROAD 80' R/W**



OWNER CERTIFICATION:  
THIS IS TO CERTIFY THAT I AM THE TRUE AND LAWFUL OWNER OR THE AGENT FOR THE OWNER OF THE PROPERTY PLATTED HEREON.

APPROVAL:  
APPROVED BY LEE COUNTY PLANNING AND ZONING.

LEE COUNTY BOARD OF COMMISSIONERS  
D.B. 1188, PG. 297  
P.C. E SLIDE E170D  
07/18/2007

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°28'51"E	50.00'
L2	N00°31'09"E	5.00'
L3	N00°31'09"E	5.00'
L4	S89°28'51"E	50.00'

JASON WIGGINS  
LEXWIG, LLC  
801 TURNER FIELD ROAD  
ALBANY, GA 31705  
PHONE: 229-888-1904

LEE COUNTY PANNING AND ZONING

DATE

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 100 ft.

WISTERIA ESTATES LOT 108  
P.C. E SLIDE E170D  
07/18/2007

WISTERIA ESTATES LOT 107  
P.C. E SLIDE E170D  
07/18/2007

WISTERIA ESTATES LOT 109  
P.C. E SLIDE E170D  
07/18/2007

WISTERIA ESTATES LOT 1  
P.C. E SLIDE E164D  
04/05/2007  
LAND LOT 240

**FINAL PLAT  
SAWTOOTH OAKS PHASE I**  
PART OF LAND LOT 209, SECOND LAND DISTRICT  
LEE COUNTY, GEORGIA



**LANIER  
ENGINEERING INC.**

1504 W. THIRD AVENUE ALBANY, GEORGIA  
31707 (229) 438-0522 FAX (229) 438-0921  
EMAIL GWEBB@LANIER-ENGINEERING.COM

SURVEYED	MSH	SCALE	1" = 100'	PROJ. NO.	22026	DATE	07/10/25	SHEET NUMBER	
DRAWN	EWV	CHECKED		DWG	22026FP	SUR. DATE	03/17/22	1 OF 1	



Conditional Use Review – Phoebe Putney Health System, Inc., 1388 US Hwy 82 - Land Lots 263 – 2<sup>nd</sup> District

**Application Name:** Conditional Use Application

**Date:** 7/28/2025

**Applicant Name:** Lanier Engineering, Inc.

**Property Owner:** Phoebe Putney Health System, Inc.

**Location:** Land Lots 263, 2<sup>nd</sup> Land District

**Parcel Size:** 1 acre

**Existing Zoning:** C-2

**Application Summary**

The applicant desires to construct an urgent care facility. The property is currently zoned C-2 and Conditional Use approval is required due to the C-2 provision of the Lee County Zoning Ordinance in Sec. 70-383 which allows facilities for the development of all freestanding ancillary healthcare services as a conditional use upon approval.

The applicant proposes to construct a building with a proposed elevation of 249 feet. Associated paved driveways and parking spaces are also shown on the concept plan presented with the conditional use application.

*It is the Planning Department's finding that this application meets the minimum requirements for conditional use approval per Sec. 70-89 and 70-386. The proposed facility can be constructed on the parcel in compliance with all required setbacks. It appears that the facility and associated driveways and parking lot can be constructed in compliance with the setback and 30-foot-wide access to a public road requirement, however that factor should be carefully assessed as detailed design proceeds. It is the Planning Department's finding that this application meets the intent of the ordinance due to the expectation for use compatibility with the surrounding commercial context and ability for setback requirements to be met.*

**Conditional Use Review Comments Summary**

The purpose of the general business district is to provide areas for development that permit a wider range of business and entertainment activities than that permitted in the neighborhood business district. Conditional Use approval is required to allow location of facility like the applicant proposes, which is generally consistent with definition as a facility for ancillary healthcare services.

1. Per Sec. 70-89: An application to establish a conditional use shall be approved following a review by the Planning Commission and a determination by the Board of Commissioners that:

- ☒ The proposed use shall not be contrary to the purpose of this article.
- ☒ The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor affect adversely the health and safety of residents and workers.
- ☒ The proposed use shall not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement, noise or fume generation or type of physical activity.
- ☒ The proposed use shall not be affected adversely by the existing uses; and the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.
- ☒ The parking and all development standards set forth for each particular use for which a permit may be granted can be met.
- ☒ Provided, that the County Commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood; and provided that wherever the County Commission shall find, in the case of any permit granted pursuant to the provisions of these regulations that any term, conditions or restrictions upon which such permit was granted are not being complied with, said commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.
- ☒ Conditional uses shall not be transferable except upon written approval of the County Commission and shall be executed within a period of 12 months from the time the use is granted or become null and void and subject to procedures for resubmission as established above and are subject to all other applicable laws and regulations.

*All of these conditional use requirements have been met per Sec. 70-89. The proposed use is consistent with the purpose and specifics of the C-2 zoning district. The surrounding properties are all zoned C-2 and most are used for commercial purposes with the exception of the parcels directly adjacent to the subject property (which are undeveloped). It appears that the C-2 development standards can be met, based on the applicant's concept plan.*



**Z25-031** **Conditional Use**  
**Phobe Putney/ Lanier** **Marlow/82**

LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE

### CONDITIONAL USE APPLICATION

OWNER: PHOEBE PUTNEY HEALTH SYSTEM, INC

ADDRESS: 417 Third Avenue, Albany, GA 31701

DAYTIME PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS OR LOCATION OF PROPERTY: 1388 US Hwy 82

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning C-2 Present Use of Property: Vacant

263 Land Lot Number 2nd Land District 1.00 # of Acres

The subject property is described as follows:

1.00 acres at southeast corner of US Hwy 82 and Marlow Lane - See attached legal description

Why are you requesting a conditional use?

to operate an urgent care clinic in a C-2 zone

ALSO ATTACH: (1 copy of each) x Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)  
x Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS Priscilla Lewis

OWNER

DATE 6-19-2025

DATE

6/19/2025

Application Fee: \$375.00 Date Paid: 6/26/25 Received by: Kara Harrison

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: Lanier Engineering, Inc

Address: 1504 W. 3rd Avenue, Albany, GA 31707

Phone #: 229-438-0522

Email: bdonley@lanier-engineering.com

05/01/2018

**Legal Description**  
**Property of Phoebe Putney Health System, Inc.**

All that certain tract or parcel of land situate lying and being part of Land Lot 263 of the Second Land District, Lee County, Georgia being Lot 1 of the Veda P. Smith Estate as recorded in Plat Cabinet G Page 89 of the public land records of Lee County, and being more particularly described as follows:

Begin at the intersection of the Southwest right-of-way line of U.S. Highway 82 and the Southeast right-of-way line of Marlow Lane and follow said right-of-way line of U.S. Highway 82 South 45 degrees 41 minutes 41 seconds East a distance of 193.00 feet; thence, leaving said right-of-way line, go South 44 degrees 18 minutes 19 seconds West a distance of 234.38 feet; go thence North 45 degrees 41 minutes 41 seconds West a distance of 70.63 feet; go thence northwesterly 61.38 feet along the arc of a curve concave to the Southwest, having a radius of 115.00 feet, a chord bearing of North 60 degrees 59 minutes 07 seconds West and a chord distance of 60.65 feet; go thence North 76 degrees 16 minutes 33 seconds West a distance of 16.60 feet to a point on the Southeast right-of-way line of Marlow Lane; thence follow said right-of-way line North 13 degrees 43 minutes 27 seconds East a distance of 16.60 feet; thence continue along said right-of-way line Northeasterly 178.49 feet along the arc of a curve concave to the Southeast, having a radius of 335.00 feet, a chord bearing of North 28 degrees 59 minutes 16 seconds East and a chord distance of 176.38 feet; thence continue along said right-of-way line North 44 degrees 15 minutes 04 seconds East a distance of 71.14 feet to the Point of Beginning.

Said tract or parcel contains 1.000 acre.

eFiled & eRecorded  
DATE: 8/8/2024  
TIME: 10:35 AM  
PLAT BOOK: 000PCG  
PAGE: 00089  
RECORDING FEES: \$10.00  
PARTICIPANT ID: 1278182067  
CLERK: Sara Clark  
Lee County, GA

CLERK OF COURTS RECORDING BOX

WETLANDS MAY BE PRESENT ON THIS PROPERTY. WETLANDS ARE PROTECTED BY FEDERAL LAW. BEFORE OBTAINING ANY PERMITS OR DISSEMINATING THIS INFORMATION, CONTACT THE U.S. ARMY CORPS OF ENGINEERS, REGISTRATION BRANCH, P.O. BOX 882, SAVANNAH, GEORGIA 31402-0882.

BEFORE ANY BUILDING ACTIVITY BEGINS, THE LEE COUNTY HEALTH DEPARTMENT MUST APPROVE THE BUILDING SITE. AN INTERVIEW SURVEY WILL BE REQUIRED IN THE AREA OF CONSTRUCTION TO MAKE CERTAIN THAT SOILS PRESENT ARE SUITABLE FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.

THE LEE COUNTY UTILITIES AUTHORITY HAS CONTROL OVER THE SUPPLY OF POTABLE WATER AND RECEIPT OF SANITARY SEWAGE FROM ALL LANDS SUBDIVIDED AFTER 7-27-95. THE OWNER OF THIS SUBDIVISION MUST BE WISE TO IMMEDIATELY CONNECT TO PUBLIC WATER AND SEWAGE SYSTEMS WHENEVER OTHER RECORDS ARE AVAILABLE.

THE SUBJECT PROPERTY IS LOCATED IN ZONE SEABARD. DETERMINES TO BE OUTSIDE THE 50% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 1817020400, OFFICE OF DATE OF SEPTEMBER 2, 2009.

OWNER CERTIFICATION:  
THIS IS THE CERTIFY THAT I AM THE TRUE AND LEGAL OWNER OF THE ADJACENT FOR THE OTHER OF THE PROPERTY PLATTED HEREIN.

*Randy Walsh*  
RANDY WALSH (AGENT)  
WALSH AND KIMBLE REALTORS  
805 W. SHARPE BLVD  
ALBANY, GA 31701  
229-438-8811

APPROVAL:  
APPROVED BY LEE COUNTY PLANNING AND ZONING

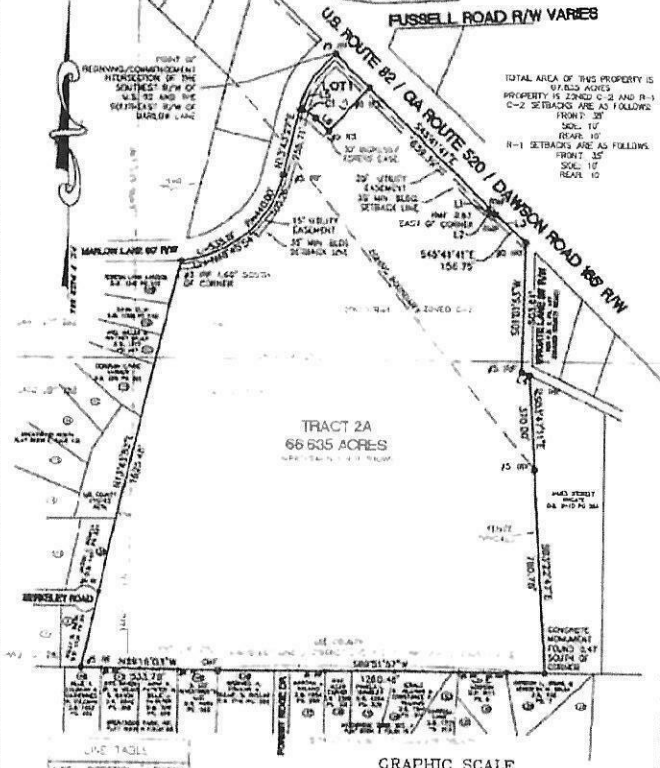
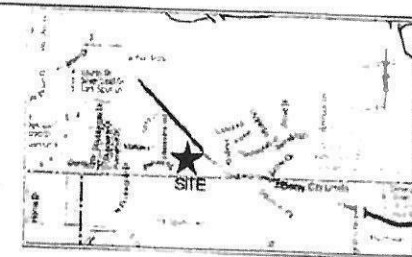
*Amanda Chase*  
LEE COUNTY PLANNING AND ZONING

8/8/24  
DATE

SURVEY DATA  
ELECT. PLAT  
EQUIPMENT USED:  
EQUIPMENT USED:  
TYPE OF SURVEY:  
HORIZONTAL STATIONED  
ELEVATION (HSD):  
ADJUSTED BY:  
REFERENCE OBJECTS:  
1 IN 3472.478  
TOPCON TOTAL STATION  
CARLSON BRUI GNSS  
RECONSTRUCTION  
SURVEY SOFTWARE  
NETWORK ADJUSTED  
RTK (EOP)  
LESS THAN 0.05"  
LEAST SQUARES  
U.S. 2446 PG. 313

THE UNDERSIGNED SURVEYOR HAS NOT BEEN FURNISHED WITH A CURRENT TITLE OPINION OR ABSTRACT OF THIS PROPERTY OR MATTERS AFFECTING THIS PROPERTY. IT IS POSSIBLE THAT THERE ARE UNRECORDED DEEDS, UNRECORDED EASES, EASEMENTS, OR OTHER INSTRUMENTS THAT COULD AFFECT THIS PROPERTY.

ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM THE COUNTY TAX ASSESSORS OFFICE.



LINE TABLE

LINE	DIRECTION	LENGTH
1	S 44° 51' 22" E	6.44'
2	S 42° 41' 12" E	22.93'
3	N 44° 50' 57" E	16.44'
4	S 66° 08' 44" E	3' 16"
5	S 76° 16' 32" E	10.32'
6	S 45° 44' 41" E	70.63'
7	N 45° 21' 12" E	239.28'

GRAPHIC SCALE

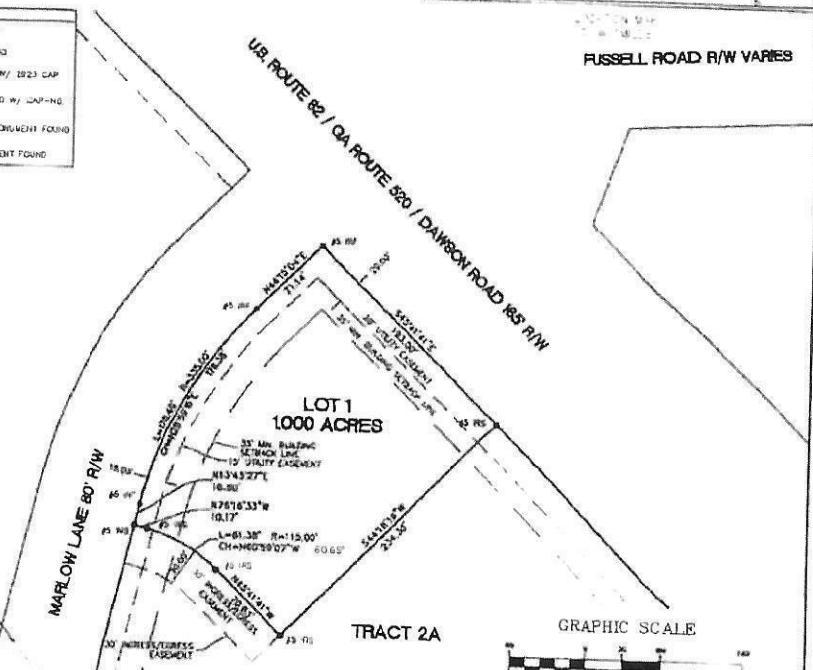
( IN FEET )  
1 inch = 300 ft

LINE TABLE

CLAVE	LENGTH	PAULUS	CHORD BEARING	CHORD DIST.
54	11.00'	11.00'	S 62° 50' 07" E	60.85'

LEGEND

1" = 0'	IRON PINS FOUND
1" = 0'	IRON REBAR FOUND
1" = 0'	IRON REBAR SET BY 1923 CAP
1" = 0'	IRON REBAR FOUND BY LAMPING
1" = 0'	100% OF WAY MONUMENT FOUND
1" = 0'	CONCRETE MONUMENT FOUND



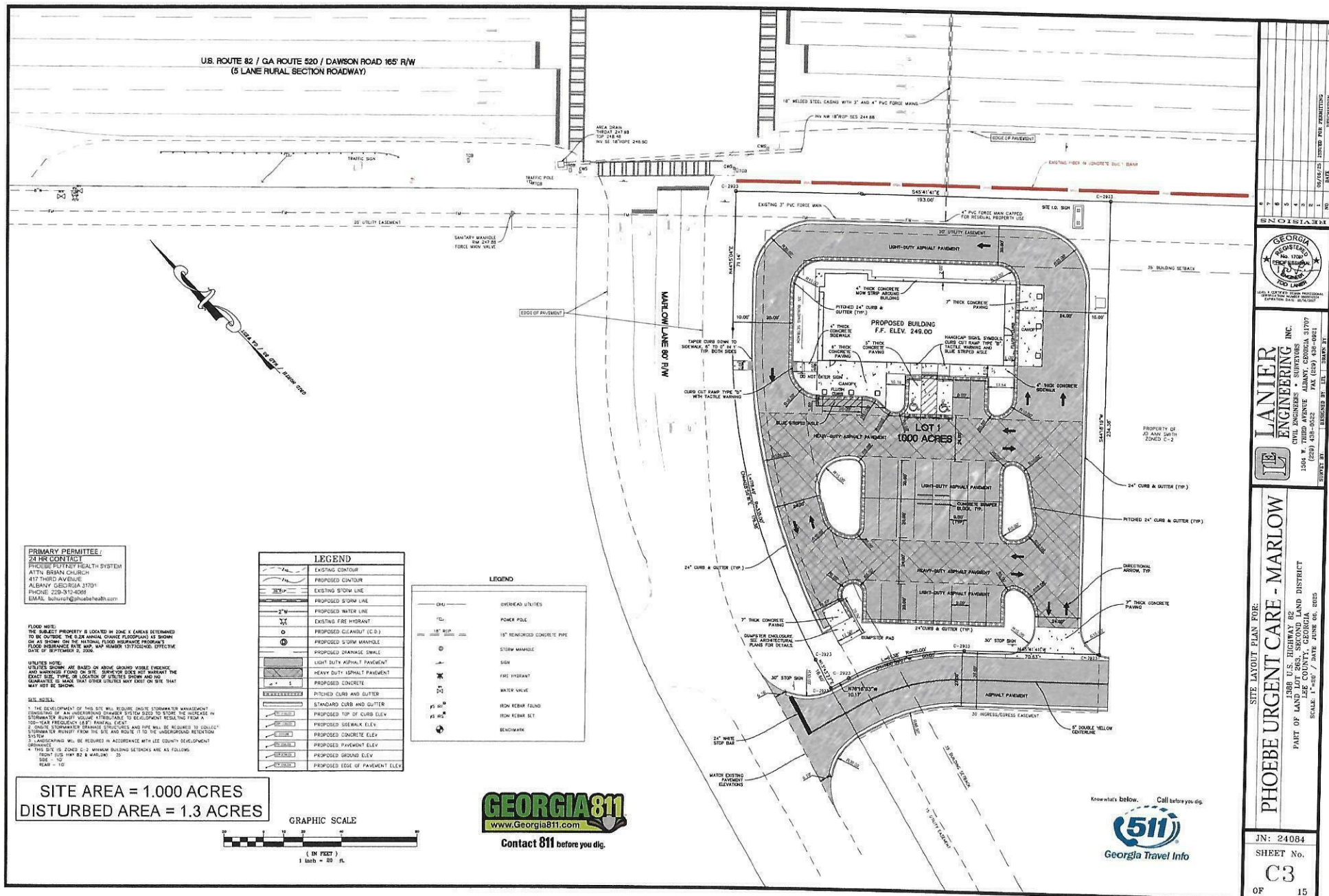
SURVEYOR CERTIFICATION:  
AS REQUIRED BY SUBSECTION (2) OF O.C.G.A. SECTION 45-8-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR WHO HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES. SIGNATURES, STAMPS, OR STATEMENTS HOLDING SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT AGENCIES BY ANY FURTHERMAN, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 45-8-67.

*[Signature]*  
LAND SURVEYOR NO. 2993  
LANIER ENGINEERING, INC.  
GA. LAND SURVEYING FROM NO. 091

08/08/24  
DATE

MINOR SUBDIVISION PLAT  
**VEDA P. SMITH ESTATE**  
REVISION OF TRACT 2 OF THE VEDA P. SMITH ESTATE AS RECORDED IN PLAT BOOK 17 PAGE 1098  
PART OF LAND LOT 282 AND PART OF PARTIAL LOTS 292 & 283  
SECOND LAND DISTRICT  
LEE COUNTY, GEORGIA

**LANIER ENGINEERING, INC.**  
1504 W. THIRD AVENUE ALBANY, GEORGIA  
21707 1221 438-0028 FAX 229/31 438-0061  
EMAIL: LK@LANIER-ENGINEERING.COM  
SURVEYED BY: [Signature] DATE: 07/23/24 SHEET NUMBER: 1 OF 1  
DRAWN BY: [Signature] DATE: 08/08/24

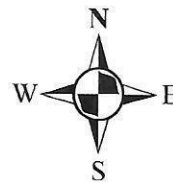


# Conditional Use - C2: Z25-031



## Legend

- Parcel Level Zoning
- Parcels



0 45 90 Feet

## DISCLAIMER

All information available should be used for reference only and should not be considered a legal document. Lee County, GA makes no claims and no warranties concerning the validity or accuracy of the GIS data presented on this map. At any given time data/and or information may not reflect recent changes.



User: KSmith  
Date Exported: 7/08/25



LEE COUNTY  
Planning Department  
Zoning Staff Report

**DATE:** 7/28/2025

**APPLICATION TYPE:** Zoning Application

**APPLICANT:** Tokela Huston

**REQUESTED ACTION:** Rezoning from R-1 to C-2

**PURPOSE:** The applicant is requesting rezoning the property from R-1 to C-2 to allow use as a daycare center for children ages 2-12 years.

**LOCATION OF PROPERTY:** Land Lot 11 – 165  
Cedric St. Leesburg GA, 31763



**PARCEL SIZE:** 1.98 Acres

**EXISTING CONDITIONS:**

**Present Zoning and Use of Property:** R-1— Present use is a single-family home

**Adjacent Zoning/Use:**

**North—** C-1 (small food business)

**South—** R-1 (single-family home)

**East—** R-1 (single-family home)

**West—** C-1 (school)

**Available Public Services:** Information about available public services was not included in the application.

**MEETING INFORMATION:** All meetings are held in the assembly room in the Lee County Administration Building unless otherwise advertised.

**Planning Commission (public hearing):** 08/07; 6:00pm

**County Commission (public hearing):** 08/12; 6:00pm

**County Commission (voting session):** 08/26; 6:00pm

### **STAFF RECOMMENDATION:**

Staff recommends approval for the subject property from R-1 to C-2 with the following conditions applied due to the property's location adjacent to an existing residence.

1. Use under C-2 shall be limited to daycare for children aged 2-12 as proposed by the applicant.
2. Prior to expansion beyond the current level of daycare enrollment, the applicant shall provide a plan demonstrating the adequacy of driveway(s) on the parcel to accommodate additional traffic associated with pick-up and drop-off activity.

### **USES ALLOWED IN THE PROPOSED ZONING DISTRICT THAT ARE NOT ALLOWED IN THE CURRENT ZONING DISTRICT:**

**Current Zoning:** R-1

**Proposed Zoning:** C-2

**Uses Allowed Under Proposed Zoning Districts and Not Under Current Zoning:**

- (1) Barber or beauty shops and similar uses.
- (2) Custom dress making and tailoring establishments and similar uses.
- (3) Personal service establishment.
- (4) Eating or drinking places.
- (5) Laundry, dry cleaning, coin laundry.
- (6) Business, professional, or governmental office designed to attract and serve customers or clients on premises.
- (7) Household appliance repair shop without outdoor storage, display, or business operations of any type.
- (8) Retail store for food, drugs, clothing, etc. with no outdoor storage, display, or business operations of any type.
- (9) Contractor's office with no outdoor storage, display, or business operations of any type.
- (10) Veterinarian offices provided there are no outdoor kennels. Runs designed for animal exercise are allowed as long as the animals are kept inside at night.
- (11) Post office.
- (12) Medical and/or dental clinics.
- (13) Other uses similar to the above, subject to the restrictions set forth in section 70-351 of this chapter.
- (14) Temporary trailer for emergency construction and repair of buildings.
- (15) Nursery schools, kindergartens or day care facilities provided all state licensing requirements are met.

### **PLANNING CONSIDERATIONS:**

1. **Will the zoning proposal permit a use that is suitable in view of the use, development, and zoning of adjacent and nearby property?**

Development under the proposed C-2 zoning is generally suitable with respect to the use, development, and zoning of nearby properties. There are C-2 zoned properties to the south, separated from the subject property by one lot, as well as adjacent C-1 zoned properties with various types of commercial uses.

**2. What is the effect on the property value of the subject property should the existing zoning be retained?**

The value of the subject property may be somewhat affected if the existing zoning is retained as the proposed R-1 residential zoning would not allow commercial development. Adjacent properties to the west on Cedric Street are commercial zoned, extending to Highway 19, and would be expected to have higher value than residential use on this corridor.

**3. If denied, will the effect on the applicant's property value under the existing zoning be offset by the gain to the health, safety, morals, or general welfare of the public?**

Denial of the rezoning request and preserving the existing R-1 zoning would not be expected to result in gains to public health, safety, morals or general welfare.

**4. Has the property been undeveloped an unusual length of time as currently zoned, considered in the context of land development in the vicinity of the property?**

The subject property is developed with a single-family home and it has been used as a daycare center under a conditional use permit for several year. Its development status is consistent with that of the adjacent parcels.

**5. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical services?**

The proposed zoning is not expected to cause excessive or burdensome use of transportation infrastructure, schools, police protection, fire protection, public health facilities or emergency medical services, in general. However, if daycare enrollment grows, and given the existing configuration of its driveway, there is potential for a higher volume of traffic generated by the use (drop-off and pick-up) to interfere with traffic on Cedric Street at specific times of day.

**6. Is the zoning proposal in conformity with the policy and intent of the future land use plan for the physical development of the area?**

Per the Comprehensive Plan, the subject parcel is in an area with future use designations of Commercial and Residential area on the Lee County future land use map. As this is a point of transition from commercial to residential land use, the land use plan could be interpreted to support either use for the subject property.

**7. Is the subject property well suited for the proposed zoning purpose?**

The subject property is suitable for use as a small day care center, as was previously approved as a conditional use. The parcel is across the street from other commercial uses and adjacent to a commercial parcel that appears to have similar use as the applicant proposes.

**8. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**

The proposed C-2 zoning could adversely affect the existing single-family residential use adjacent to the east. The level of activity and noise associated with a daycare can have an impact on a low-density residential use. However, the overall environment is mixed and relatively busy, and the property has been used as a daycare for several years under conditional use permit.

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

As currently zoned R-1, there are a number of potential uses for the subject property that would provide some economic value to the property owner. Allowable R-1 uses that are permitted for this property include single-family detached homes and family personal care homes (two to four residents).

**10. Are there other existing or changing conditions affecting the use of development of the subject property which give supporting grounds for either approval or disapproval of the zoning proposal?**

Commercial development is taking place in the vicinity of the subject parcel, with every parcel to the west on the south side of Cedric Street being commercial.

**11. Would the change create an isolated district unrelated to the surrounding districts, such as "spot zoning"?**

The current zoning of R-1 subject property is nearby to both residential and commercial zoning. If rezoned to C-2 this property would not expand an existing C-2 district. However, due to the proximity of other commercial zoned properties in the vicinity, including C-2, it is reasonable to consider that rezoning would not truly create an instance of spot zoning.

**12. Are the present zoning district boundaries illogically drawn in relation to existing conditions in the area?**

The present zoning district boundaries are not illogically drawn based on the existing conditions of the area.

**13. Is the change requested out of scale with the needs of the county as a whole or the immediate neighborhood?**

The change requested is not out of scale with the needs of the neighborhood area or the county in terms of C-2 zoning in general given the expressed need to “Provide a proper environment for economic development to meet needs, grow, and flourish” (Lee County Comprehensive Plan, Economic Development Goal, pg. 10). With respect to the neighborhood and its history of use, the property is well-positioned to support a small daycare.

**14. Is it impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned?**

It is not impossible to find sites of similar size in districts already zoned to permit C-2 commercial development.

**15. Would there be an ecological or pollution impact resulting from the proposed zoning if it is granted?**

Should the zoning proposal be approved, all development guidelines would need to be carefully followed during the development process to ensure proper environmental testing and regulatory compliance. As the Lee County Comprehensive Master Plan notes, it is critical to protect floodplains, wetlands and streams in order to protect environmental resources which in turn impact the quality of life and health of the community. It is not expected that use of this property for the proposed daycare function would contribute an ecological or pollution impact.

LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE



**Z25-032**  
**165 Cedric Street**

**Rezoning**  
**Tokela Huston**

### ZONING APPLICATION

Owner: TOKELA HUSTON  
Address: 165 CEDRIC STREET LEESBURG GA 31763

Daytime Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Address or location of the property: 165 Cedric St. Leesburg GA 31763

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning R-1 Present Use of Property: Center / Clinic

Proposed Zoning: C-2 Proposed Use of Property: Center / Clinic / gym

11 Land Lot Number \_\_\_\_\_ Land District \_\_\_\_\_ 1.98 # of Acres

The subject property is described as follows:

Daycare center for kids ages 2-12 yr.  
Therapy only for these kids hrs of operation 8:30-5:30  
M-F.

ALSO ATTACH: (18 COPIES REQUIRED) ☒ Plat of property, including vicinity map

☒ Legal description Containing Metes and Bounds

#### DISCLOSURE

\_\_\_\_ I (owner) have made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value or \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

\_\_\_\_ I (owner) have NOT made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value or \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS \_\_\_\_\_

OWNER Tokela S. Huston

DATE \_\_\_\_\_

DATE 06/27/25

Application Fee: \$900.00 Date Paid: 6/27/25 Received by: Kara Hanson

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: Tokela Huston

Address: 101 Josies Ct. Leesburg GA 31763

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

01902  
00174

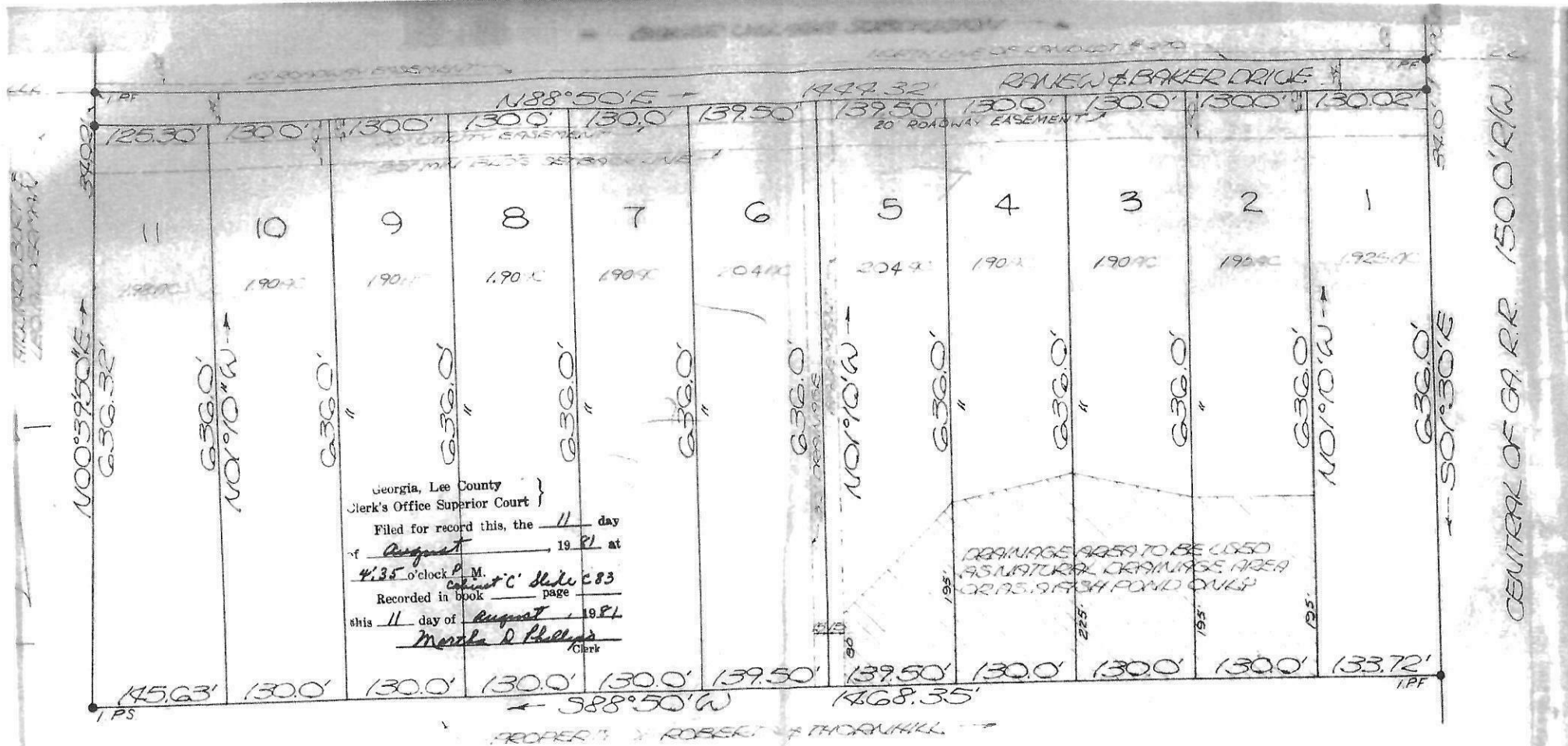
BOOK 1902 PAGE 174

EXHIBIT "A"

All that tract or parcel of land lying and being in Lee County, Georgia, and being all of Lot 11 of Ranew Subdivision, being part of Land Lot 270, in the 2<sup>nd</sup> Land District in the subdivision of tract 20 of Harry B Craft Estate according to the plat of the subdivision as recorded in Plat Cabinet C, Slide C-83, in the Office of the Clerk of the Superior Court of Lee County, Georgia

The above described property is conveyed subject to any and all easements and restrictions of record

A handwritten signature, possibly "JH", is enclosed within a hand-drawn circle.



# Rezoning R-1 -to C2: Z25-032



## Legend

- Parcel Level Zoning
- Parcels



0 75 150  
Feet

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User: KSmith  
Date Exported: 7/08/25



**LEE COUNTY**  
**Planning Department**  
**Zoning Staff Report**

**DATE:** 7/28/2025

**APPLICATION TYPE:** Zoning Application

**APPLICANT:** SF Rentals

**REQUESTED ACTION:** Rezoning from C-1 to R-1

**PURPOSE:** No purpose was provided in the application

**LOCATION OF PROPERTY:** Land Lot 264, 2<sup>nd</sup> Land District – Off Hugh Road, at the corner of Aspen Drive; Parcel # 029B218



**PARCEL SIZE:** 1.16 Acres

**EXISTING CONDITIONS:**

**Present Zoning and Use of Property:** C-1 – Present use is single-family homes

**Adjacent Zoning/Use:**

**North—** C-1 (commercial use)  
**South—** R-1 (single-family home)  
**East—** R-1 (single-family home)  
**West—** C-1 (small strip mall)

**Available Public Services:** Information about available public services was not included in the application.

**MEETING INFORMATION:** All meetings are held in the assembly room in the Lee County Administration Building unless otherwise advertised.

**Planning Commission (public hearing):** 08/07; 6:00pm  
**County Commission (public hearing):** 08/12; 6:00pm  
**County Commission (voting session):** 08/26; 6:00pm

### **STAFF RECOMMENDATION:**

Staff recommends approval for the subject property from C-1 to R-1.

### **USES ALLOWED IN THE PROPOSED ZONING DISTRICT THAT ARE NOT ALLOWED IN THE CURRENT ZONING DISTRICT:**

**Current Zoning:** C-1

**Proposed Zoning:** R-1

**Uses Allowed Under Proposed Zoning Districts and Not Under Current Zoning:**

- a. Single-family detached dwellings, except manufactured or mobile homes
- b. Zero lot-line housing if shown on an approved subdivision plat.
- c. Accessory buildings or uses customarily incidental to any of the permitted uses, when located on the same lot as the primary dwelling and not involving any business, profession, trade or occupation, provided that all accessory buildings shall conform and be located as required in section 70-84 of this chapter.
- d. Churches, provided that the proposed site for a church is not less than three acres, and a complete site development plan is submitted with the application for a building permit.
- e. Home occupations.
- f. Gardens.

### **PLANNING CONSIDERATIONS:**

- 1. Will the zoning proposal permit a use that is suitable in view of the use, development, and zoning of adjacent and nearby property?**

Development under the proposed R-1 zoning is suitable with respect to the use, development, and zoning of the adjacent and nearby properties which are also zoned R-1 and are part of an existing residential subdivision.

- 2. What is the effect on the property value of the subject property should the existing zoning be retained?**

The value of the subject property may be somewhat affected if the existing zoning is retained as the proposed C-1 commercial zoning would not allow residential development; the property currently has residential uses.

- 3. If denied, will the effect on the applicant's property value under the existing zoning be offset by the gain to the health, safety, morals, or general welfare of the public?**

Denial of the rezoning request and preserving the existing C-1 zoning would not be expected to result in gains to public health, safety, morals or general welfare.

**4. Has the property been undeveloped an unusual length of time as currently zoned, considered in the context of land development in the vicinity of the property?**

The subject property is residentially developed land. Its development status is consistent with that of many adjacent and surrounding properties.

**5. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical services?**

The proposed zoning is not expected to cause excessive or burdensome use of existing and nearby roadway infrastructure, utilities, schools, police protection, fire protection, public health facilities or emergency medical services.

**6. Is the zoning proposal in conformity with the policy and intent of the future land use plan for the physical development of the area?**

Per the Comprehensive Plan, the subject parcels are designated in the Residential area on the Lee County future land use map, consistent with the proposed rezoning.

**7. Is the subject property well suited for the proposed zoning purpose?**

The subject property is suitable for a low-density single family residential development given that it is already developed as such.

**8. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**

The proposed R-1 zoning would not be expected to adversely affect the existing use of adjacent and nearby property.

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

As currently zoned C-1, there are a number of potential uses for the subject property that would provide some economic value to the property owner. Allowable C-1 uses that are permitted for this property include any retail or service establishment, wholesale, storage buildings, or other business and entertainment activities usually found within the neighborhood business district.

However, the situation of the subject property within a residential subdivision does not lend to commercial use.

**10. Are there other existing or changing conditions affecting the use of development of the subject property which give supporting grounds for either approval or disapproval of the zoning proposal?**

Residential development is taking place in the vicinity of the subject parcel.

**11. Would the change create an isolated district unrelated to the surrounding districts, such as “spot zoning”?**

The current zoning of C-1 subject property is adjacent to residential zoning. Rezoning the subject parcel to R-1 would result in compatible zoning with surroundings.

**12. Are the present zoning district boundaries illogically drawn in relation to existing conditions in the area?**

The present zoning district boundaries are illogically drawn based on the existing conditions of the area.

**13. Is the change requested out of scale with the needs of the county as a whole or the immediate neighborhood?**

The change requested is not out of scale with the needs of the neighborhood area or the county in terms of R-1 zoning in general given the expressed need for a “variety of housing types, sizes, costs, and densities” (Lee County Comprehensive Plan, Housing Options Goal, pg. 14).

**14. Is it impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned?**

It is not impossible to find sites of similar size in districts already zoned to permit R-1 residential development.

**15. Would there be an ecological or pollution impact resulting from the proposed zoning if it is granted?**

Should the zoning proposal be approved, all development guidelines would need to be carefully followed during the development process to ensure proper environmental testing and regulatory compliance. As the Lee County Comprehensive Master Plan notes, it is critical to protect floodplains, wetlands and streams in order to protect environmental resources which in turn impact the quality of life and health of the community.



LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE

## ZONING APPLICATION

Owner: SF Rentals  
Address: P.O. Box 687 Albany, GA 31702  
Daytime Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Address or location of the property: Lot 89 Palmyra S/O Phase 7

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning C-1 Present Use of Property: vacant lot  
Proposed Zoning: R-1 Proposed Use of Property: home site

264 Land Lot Number 02 Land District 1.16 # of Acres

The subject property is described as follows:

Vacant lot on cul-de-sac in existing subdivision

ALSO ATTACH: (18 COPIES REQUIRED) ☒ Plat of property, including vicinity map

☒ Legal description Containing Metes and Bounds

### DISCLOSURE

☐ I (owner) have made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

☒ I (owner) have NOT made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS [Signature]

OWNER [Signature]

DATE 07/01/2025

DATE 7/1/25

Application Fee: 450.00 Date Paid: 7/2/25 Received by: Kara Hanson

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: SF Rentals

Address: P.O. Box 687 Albany GA 31702

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Please Return to  
L. Clayton Smith, Jr., P.C.  
P.O. Box 689  
Albany, GA 31702-0689

PENNSYLVANIA,  
Northampton COUNTY:

LEE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 300.00  
DATE 5-2-06  
Saw Clark Deputy  
CLERK OF SUPERIOR COURT  
PT 61088 2006 00720

GEORGIA, LEE COUNTY  
FILED FOR RECORD ON  
May 2, 2006  
TAX BOOK 1057, 031  
RECORDED 5-2-06  
Saw Clark Deputy  
ANN E. NIX, CLERK,  
S.C.L.C. GA

### WARRANTY DEED

THIS INDENTURE, made the 27<sup>th</sup> day of April, 2006, between CEAN J. BROWN and ADRIENNE BROWN, hereinafter referred to as Grantors, and PHILIP C. CERULLI and ROSEANNE M. CERULLI, hereinafter referred to as Grantees (the words "Grantors" and "Grantees" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantors, for and in consideration of Ten Dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the Grantees the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 264 of the Second Land District of Lee County, Georgia, and being more particularly described as All of Lot 89 of PALMYRA SUBDIVISION, PHASE VII, according to a map or plat of said subdivision as shown and recorded at Plat Cabinet "D", Slide "D-136", in the Office of the Clerk of Superior Court of Lee County, Georgia.

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 Grantees forever in FEE SIMPLE.

AND THE Grantors will warrant and forever defend the right and title to the above described property unto the Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have signed and sealed this deed, the day and year above written.

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

Notary Public

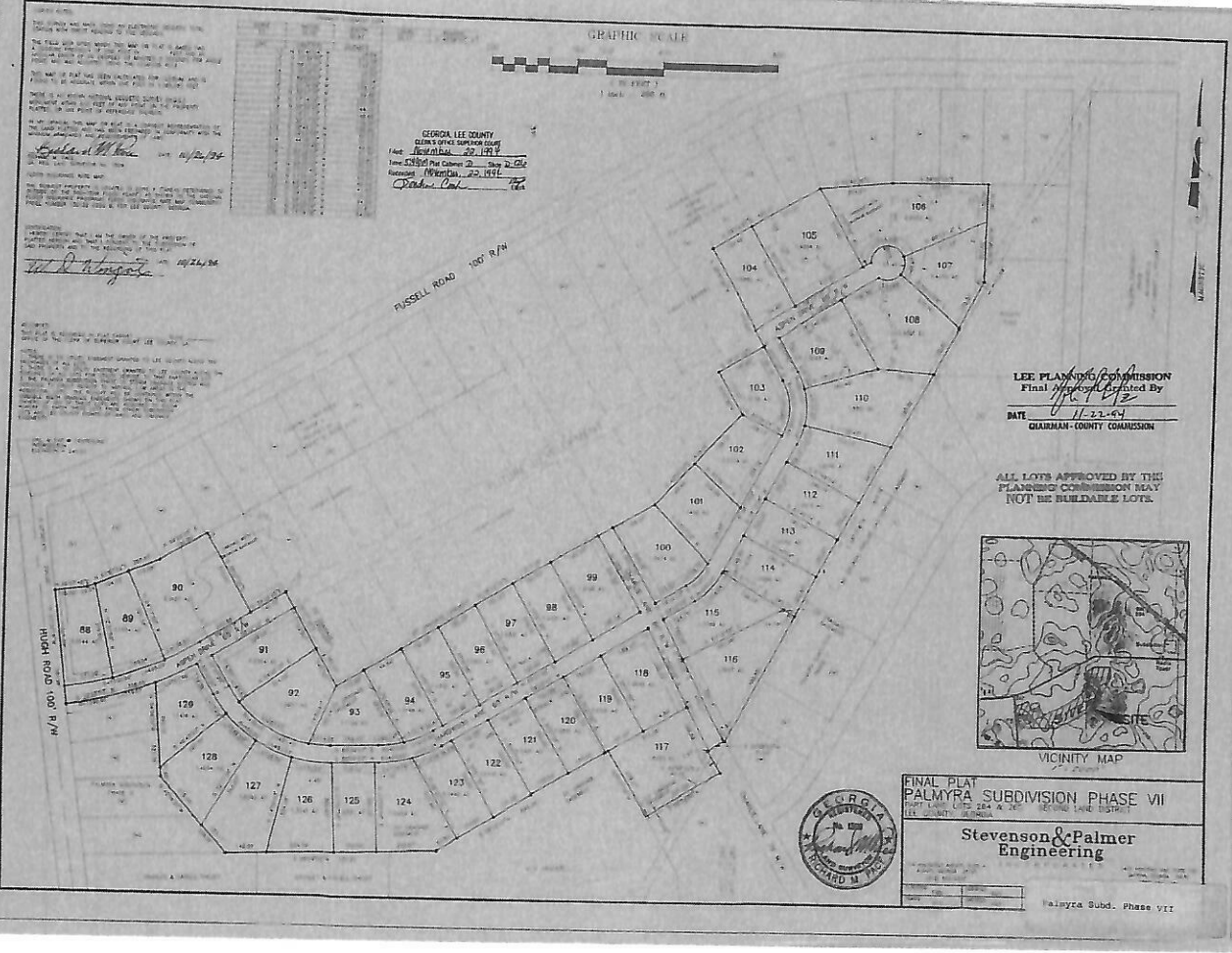
My commission expires: 4-14-08

Cean J. Brown  
CEAN J. BROWN

Adrienne Brown  
ADRIENNE BROWN

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Leslie V Penn, Notary Public  
Easton, Northampton County  
My commission expires Apr. 14, 2008





# Rezone C-1 tp R-1: Z25-033



## Legend

- Parcel Level Zoning
- Parcels



0 45 90 Feet

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User: KSmith  
Date Exported: 7/08/25



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**Lee County Planning, Zoning & Engineering Department**

**Amanda Nava-Estill**  
Director

**Kara Hanson**  
Planner/Zoning Administrator

**Kacee Smith**  
GIS Manager

**Charles Talley**  
GIS Technician

---

**MEMORANDUM**

TO: THE PLANNING COMMISSION & BOARD OF COMMISSIONERS

FROM: AMANDA NAVA ESTILL, DIRECTOR

DATE: JULY 18, 2025

RE: AMENDMENT TO THE FUTURE LAND USE MAP IN THE COMPREHENSIVE PLAN

---

The Future Land Use Map is a required planning tool for all communities that have zoning regulations. It serves as a visual representation of the community's long-term vision and guides future development patterns across the county. The land use map illustrates where and how different land uses, such as residential, commercial, industrial, and open space, are intended to occur, and helps align zoning decisions with the community's comprehensive plan. Ultimately, it provides a framework for sustainable growth, infrastructure planning, and policy decisions. The current future land use map is attached for reference.

Staff is requesting an amendment to the Future Land Use Map to change the land use designation for a total of **128.2592 acres**. The proposed changes are as follows:

- **116.274 acres at parcel # 039D082: From Residential to Industrial**
- **11.9852 acres from parcel # 039D120: From Residential to Industrial**

These parcels are located along **Forrester Parkway** and are situated in close proximity to **State Highway 133, Highway 19 South**, and the **active Norfolk Southern Railroad**.

The proposed amendment aligns with the County's broader economic development goals by facilitating expansion opportunities for industrial uses in areas with access to infrastructure and transportation networks. Transitioning these parcels to an Industrial designation supports the following objectives from the Comprehensive Plan:

- Encourages job creation and economic diversification
- Promotes efficient land use near major highways and rail lines
- Reduces land use conflicts by clustering industrial activity in suitable areas



Potential impacts to nearby residential areas should be mitigated through appropriate site planning, buffering, and adherence to local development standards during the rezoning and site development stages.

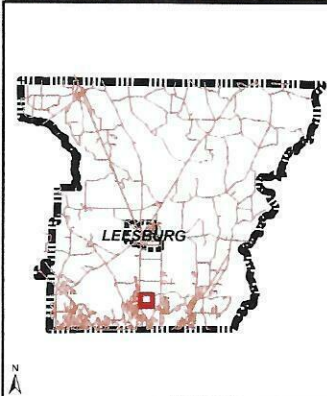
The location is considered strategically suitable for industrial development due to its access to major transportation corridors and freight infrastructure.

**Staff recommends approval** of the proposed Future Land Use Map amendment from Residential to Industrial for the subject 128.2592 acres, based on the property's strategic location, existing infrastructure, and consistency with long-range planning objectives.

**Attachments:**

Current Future Land Use Map  
Proposed Future Land Use Map  
Area Map  
Transportation Map

# Proposed Future Land Use Plan Change



## Legend

- Parcels
- Future Land Use Plan Changes



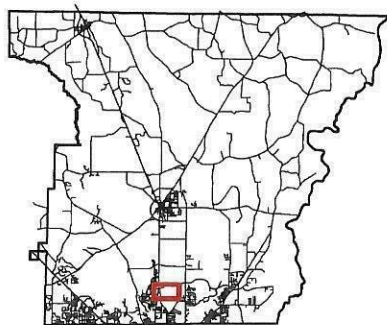
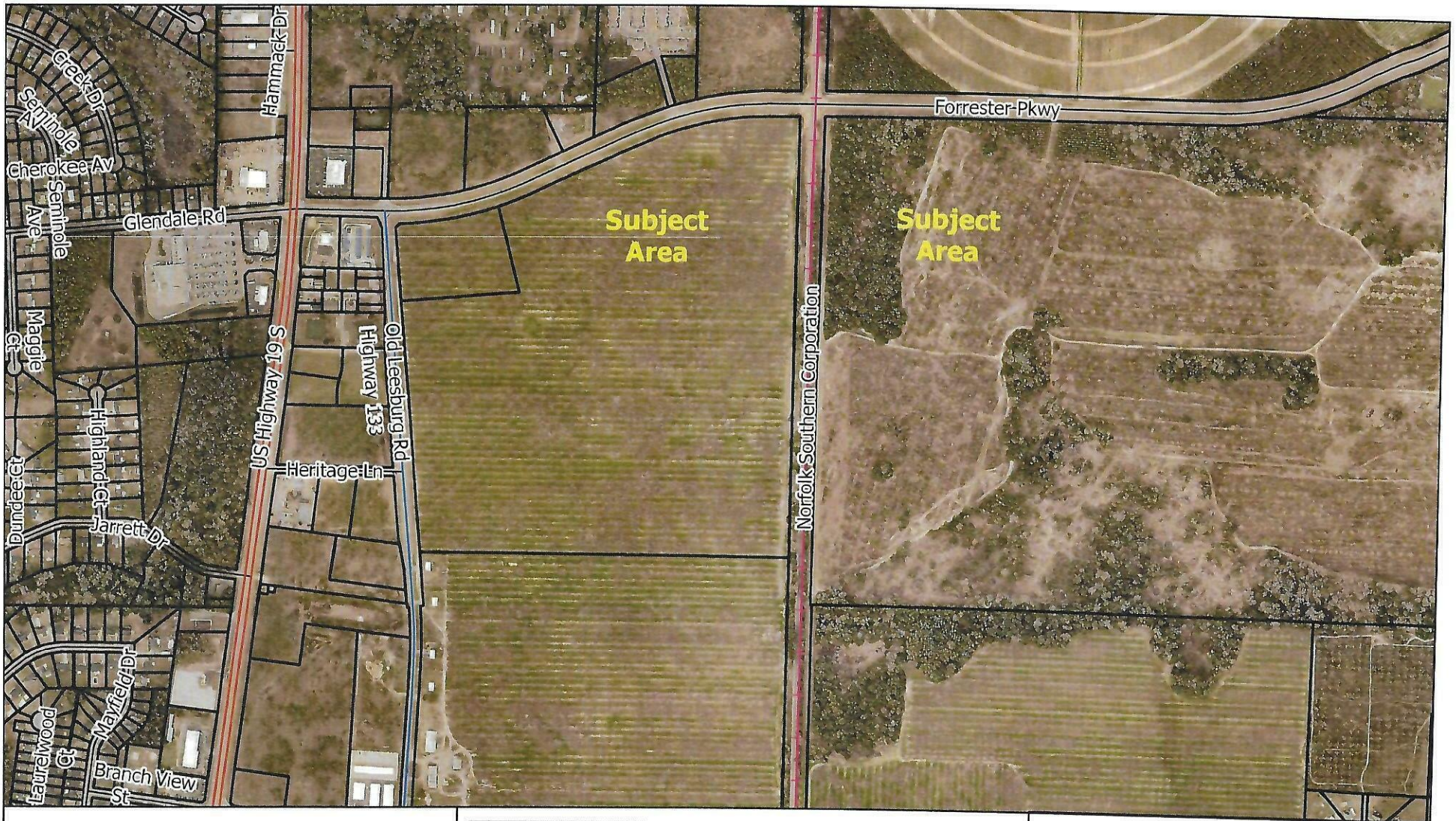
0 500 1,000 Feet

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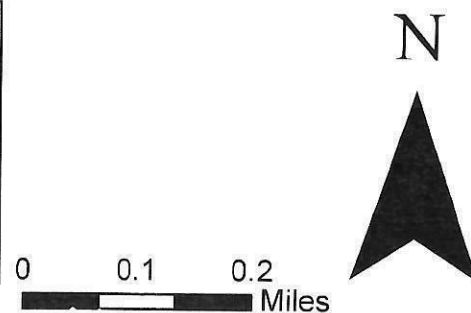


User: KSmith  
Date Exported: 7/18/25



**Legend**

- Parcels
- LeeCenterlines
- Railroads
- Roads**
  - State Highway
  - US Highway



**DISCLAIMER**

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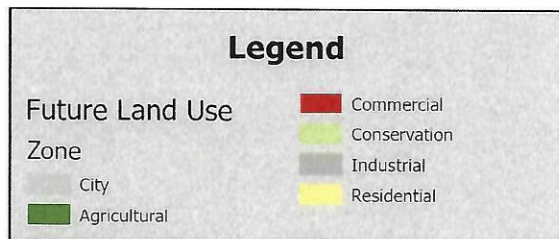
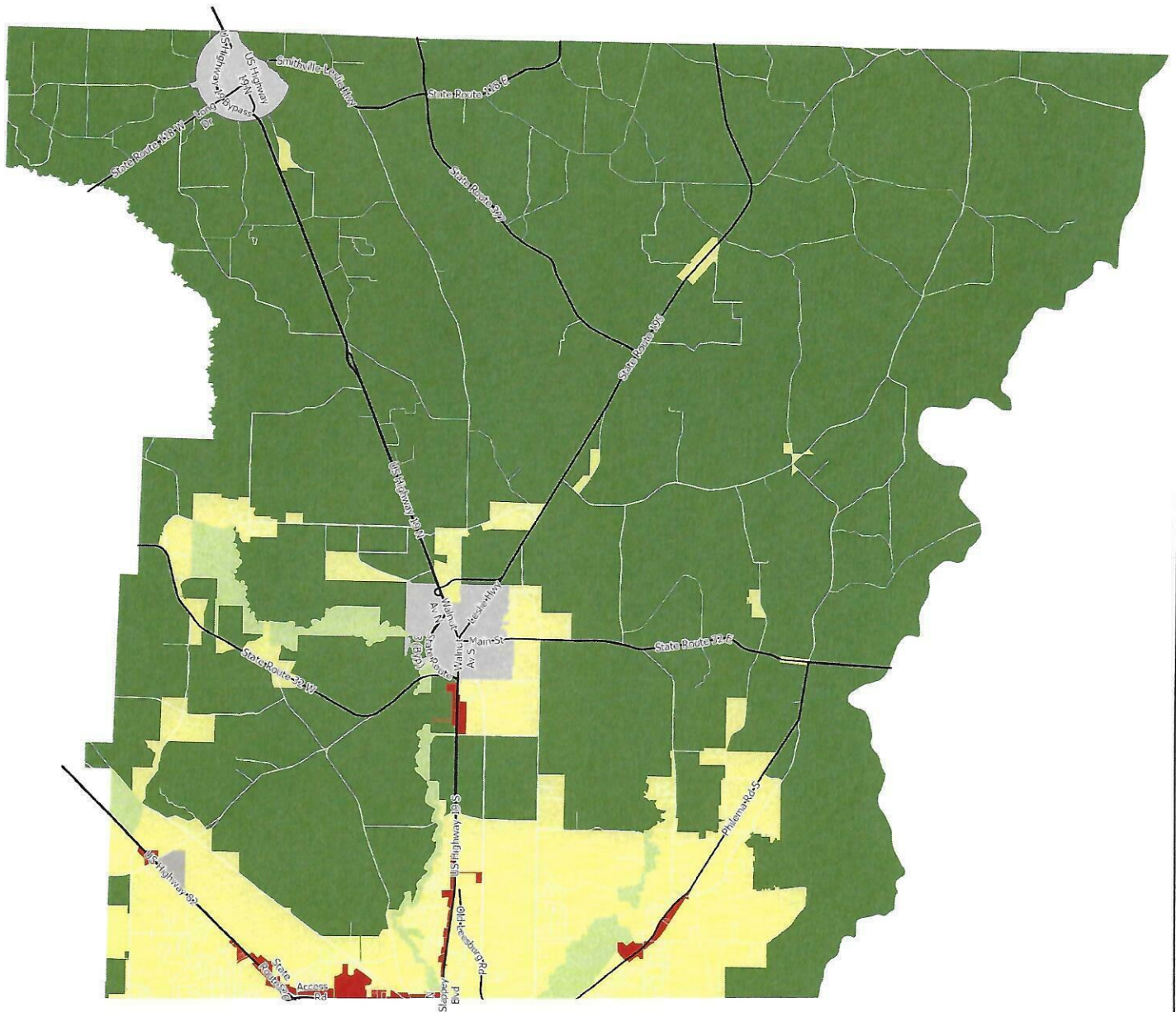
At any given time data/and or information may not reflect recent changes.

User: charles.talley

Date Exported: 06/26/2025



## Lee County Future Land Use Map - Current



A horizontal scale bar with a black background. It has three white tick marks labeled '0', '2.5', and '5' from left to right. The word 'Miles' is written in white at the far right end of the bar.

## DISCLAIMER

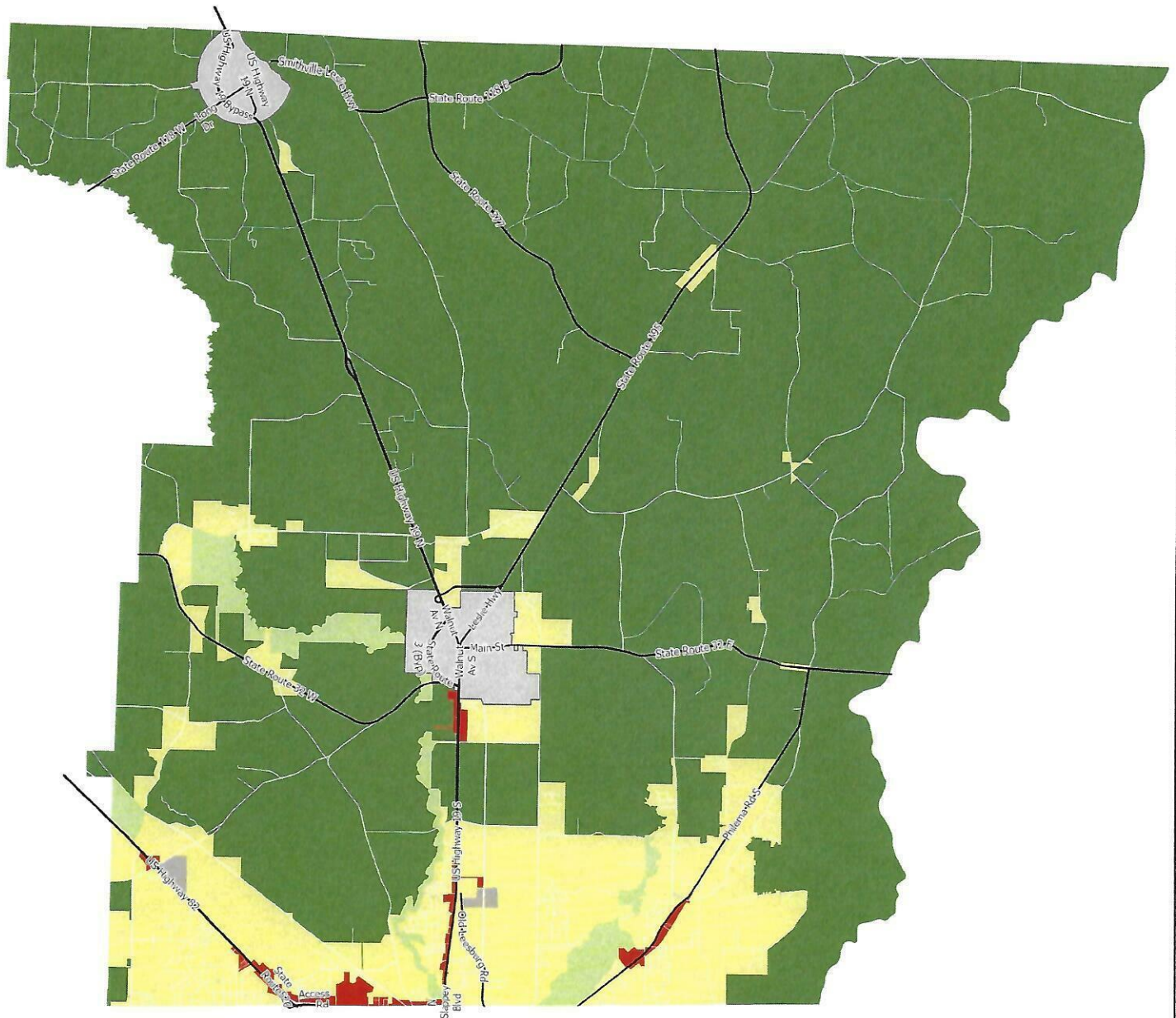
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At any given time data/and or information may not reflect recent changes.

User: kacee.smith  
Date Exported: 07/28/2025



# Lee County Future Land Use Map - Proposed



## Legend

### Future Land Use

#### Zone

City  
Agricultural

Commercial  
Conservation  
Industrial  
Residential

N



0 2.5 5 Miles

## DISCLAIMER

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User: kacee.smith  
Date Exported: 07/28/2025



## Tax Assessors Board

District	Name & Address	Phone & Email	Term	Appointing Authority
3 08/31/2018	Timothy Sumners 271-C Crotwell Road Leesburg, GA 31763	timsunners@gmail.com	<b>3 Year Term</b> Expiring on 08/31/2025	County
1	Bobbie Yandell 85 Senah Drive Leesburg, GA 31763	byandell@artesianalliance.org	<b>3 Year Term</b> Expiring on 05/31/2027	County
1 05/31/2000	Chuck Gee 138-F Uncle Jimmy's Lane Leesburg, GA 31763	H – (850) 814-0949 chuck.gee@icloud.com	<b>3 Year Term</b> Expiring on 05/31/2026	County

Members must be Lee County citizens.

Board meetings are held on the second Monday of each month at 4:00 PM at the Tax Assessor Office, 104 Leslie Highway, Suite B, Leesburg, GA 31763.

-  
Doug Goodin

**Chief Appraiser**

Phone: (229) 759-6010; FAX: (229) 759-6382  
-

Website: [www.qpublic.net/ga/lee/](http://www.qpublic.net/ga/lee/)

- Board Members: paid \$150/monthly

**\*See RES 2018-23\***

**BOARD MEMBERS:**

**TIM SUMNERS, CHAIRMAN**

**CHARLES A. GEE, VICE-CHAIRMAN**

**BOBBIE YANDELL, MEMBER**

**AFFILIATIONS:**

**(GAAO) GEORGIA ASSOCIATION  
OF ASSESSING OFFICIALS**

**GAP GROUP, INC.**

**LEE COUNTY  
BOARD OF TAX  
ASSESSORS**

**104B LESLIE HIGHWAY  
LEESBURG, GEORGIA 31763**

**(229)759-6010**

**QPUBLIC.NET/GA/LEE**

**OFFICE STAFF:**

**DOUG GOODIN  
CHIEF APPRAISER**

**KAREN M. COE  
SENIOR APPRAISER**

**RUSSELL JOHNSON  
COMMERCIAL APPRAISER**

**JASON SCOTT  
GENERAL APPRAISER**

**CORRIE FUTCH  
PERSONAL PROPERTY APPRAISER**

**RITA CLINE  
ADMINISTRATIVE ASSISTANT**

July 14, 2025

To: Lee County Board of Commissioners

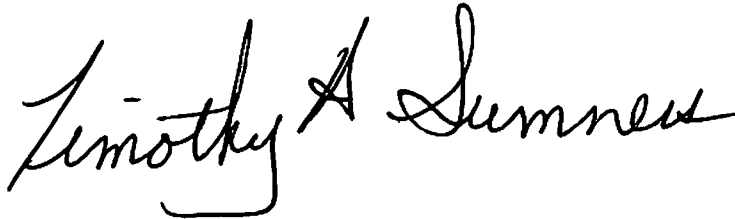
From: Timothy Sumners

Gentlemen:

My current term on the Lee County Board of Tax Assessors expires August 31, 2025. I am submitting this letter to express my interest in being reappointed for another term.

Thank you.

Respectfully,



Timothy Sumners

Scott Addison, County Manager  
Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, GA 31763



July 23, 2025

**RE: DESIGN, BID, & CONSTRUCTION ADMINISTRATION FOR THE  
2026 LMIG RESURFACING PROJECT  
LEE COUNTY, GEORGIA**

Scott,

Thank you for allowing me the opportunity to submit this proposal for professional services. I look forward to working with you again on the construction of your 2026 LMIG Resurfacing Project.

The work included in this proposal is to provide the County with an all-inclusive quote for start to finish engineering phases to resurface approximately 3.83 miles of the following 2 roads in Lee County: Winnefred Road from Hickory Grove to Cookville Road, and Graves Spring Road from 1000' south of Nesbitt Road to S.R. 32.

Services included would be providing initial inspection of the roads to be resurfaced, delineate, mark and quantify areas that require base repair, put together a bid package with detailed quantities for each road, and construction administration.

Below is the scope of work for the LMIG Resurfacing Project which list all included services.

DELINIATION PHASE

- Mark Required Pavement Patching
- Provide Detailed Cost Estimates
- Provide Quantity Take Off's.

BIDDING AND AWARD PHASE

- Produce an RFP in the County's Format
- Proposal will Include all Anticipated Tonnages and Misc. Quantities for each Road Separately
- Answer Questions from Contractors During the Bid
- Issue Any Required Addendums
- Bid Opening
- Bid Evaluations and Check References
- Make an Award Recommendation
- Assist the County with Award of Construction Contract

### CONSTRUCTION PHASE

- Coordination with Contractor
- Relay Construction Information to the County
- Administration of Construction Paperwork including Change Orders and Pay Request
- Construction Site Observation as Required
- Substantial Completion Walkthrough
- Final Inspection

### PROFFESIONAL FEES

My fee for the performance of these services will be billed in three phases for the following:

2026 LMIG RESURFACING PROJECT				TYPE
Delineation Phase			= \$8,000	LS
Bidding & Award Phase			= \$1,750	LS
Construction Phase			= \$10,500	LS
<b>TOTAL ENGINEERING COST</b>			= \$20,250	LS

You will be billed monthly for the % of work that has been completed.

Again, thank you for considering Reliable Engineering on this project.

If you have any questions, please do not hesitate to call.

Sincerely,

**RELIABLE ENGINEERING**



Brent Davis, P.E., President

Date: 7-23-2025

Scott Addison, County Manager  
Lee County Board of Commissioners  
102 Starksville Avenue North  
Leesburg, GA 31763



July 23, 2025

**RE: DESIGN, BID, & CONSTRUCTION ADMINISTRATION FOR THE 2026  
TSPLOST RESURFACING PROJECT  
LEE COUNTY, GEORGIA**

Scott,

Thank you for allowing me the opportunity to submit this proposal for professional services. I look forward to working with you again on the construction of your 2026 TSPLOST Resurfacing Project.

The work included in this proposal is to provide the County with an all-inclusive quote for start to finish engineering phases to resurface approximately 11.82 miles of the following 11 roads in Lee County: Mossey Dell Road from S.R. 32 to New York Road, Pinewood Road from U.S. 19 to Deer Run Lane, Winnefred Road from the Dougherty County Line to Hickory Grove, all of Canterbury subdivision including, Greyfriars Lane, Churchill Circle, Daughtry Lane, Ferrell Court, Battersea Court, Ashwood Court, Thimblemill Drive, and Graves Spring Road from Forrester Road to 1,000' south of Nesbitt Road. Forrester Parkway will be restriped from U.S. 19 to Philema Road.

Services included would be providing initial inspection of the roads to be resurfaced, delineate, mark and quantify areas that require base repair, put together a bid package with detailed quantities for each road, and construction administration.

Below is the scope of work for the TSPLOST Resurfacing Project which list all included services.

**DELINIATION PHASE**

- Mark Required Pavement Patching
- Provide Detailed Cost Estimates
- Provide Quantity Take Off's.

**BIDDING AND AWARD PHASE**

- Produce an RFP in the County's Format
- Proposal will Include all Anticipated Tonnages and Misc. Quantities for each Road Separately
- Answer Questions from Contractors During the Bid
- Issue Any Required Addendums
- Bid Opening
- Bid Evaluations and Check References
- Make an Award Recommendation
- Assist the County with Award of Construction Contract

### CONSTRUCTION PHASE

- Coordination with Contractor
- Relay Construction Information to the County
- Administration of Construction Paperwork including Change Orders and Pay Request
- Construction Site Observation as Required
- Substantial Completion Walkthrough
- Final Inspection

### PROFFESIONAL FEES

My fee for the performance of these services will be billed in three phases for the following:

2026 TSPLOST RESURFACING PROJECT				TYPE
Delineation Phase			= \$25,000	LS
Bidding & Award Phase			= \$1,750	LS
Construction Phase			= \$29,500	LS
<b>TOTAL ENGINEERING COST</b>			= \$56,250	LS

You will be billed monthly for the % of work that has been completed.

Again, thank you for considering Reliable Engineering on this project.

If you have any questions, please do not hesitate to call.

Sincerely,

**RELIABLE ENGINEERING**



Brent Davis, P.E., President

Date: 7-23-2025



**MEMORANDUM**  
**LEE COUNTY BOARD OF**  
**COMMISSIONERS**  
**AGENDA ITEM**

**MEETING DATE:** August 26, 2025  
**DEPARTMENT:** Administration  
**SUBJECT:** Letter of Support  
**PRESENTER:** Scott Addison, County Manager

\*\*\*\*\*

**STATEMENT OF ISSUE**

Southwest Georgia Community Action Council is seeking support letters to accompany their application to the USDA Rural Development Housing Preservation Grant program.

**BACKGROUND**

The Council has a long and successful history of operating Housing Preservation Grant programs and is seeking to secure \$250,000.00 in funding to provide much-needed rehabilitation assistance for approximately 22–25 low- and very low-income homes in the service area, including Lee County.

We believe this program will be highly beneficial to our residents by helping to preserve safe, decent, and affordable housing for families in need. The proposed Housing Preservation Grant activities will complement, and not duplicate, any existing programs currently available in Lee County. The letter would be due Friday, August 29, 2025.

**FUNDING SOURCE**

N/A

**RECOMMENDATION**

Staff recommends the Board of Commissioners approve the submission of a letter of support for Southwest Georgia Community Action Council's application to the USDA Rural Development Housing Preservation Grant program.

**ATTACHMENTS**

NONE

# City of Leesburg

City Hall, 107 N Walnut Avenue, Leesburg, GA 31763  
229-759-6465 fax 229-759-6249

## City Councilmembers

Billy Breeden, Mayor  
David Daughtry, Mayor Pro Tem  
Judy Powell Rufus Sherman  
Jamie Baggett Amanda White  
Charles Fairbrother

## City Staff

Robert R. Alexander, City Manager  
Bert Gregory, City Attorney

*Aug. 1, 2025*

Lee County Board of Commissioners  
102 Starksville Ave. North  
Leesburg, Ga. 31763

**RE: PROJECT: SR 3/US 19 @ SR 32 INTERSECTION IMPROVEMENTS.  
PI# 0015404 PARCEL 2**

Dear Property Owner:

The Department of Transportation and the City of Leesburg are in the process of purchasing property to improve the roadway designated above. In order to make this project possible, N/A acres of your property in fee and 0.0135 acres of temporary construction easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$11,400.00. The attached form, entitled "Summary Statement Basis for Just and Adequate Compensation", separates certain elements comprising the above listed value.

As the designated Right of Way Specialist, **Paul C. Bryan of Bryan Real Estate Services, Inc.** at **229-349-1976**, representing the City, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. The Agent will also provide you with a brochure which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option to Purchase Right of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,  
City of Leesburg



Paul C. Bryan  
Right of Way Consultant

# Summary Statement Basis For Just and Adequate Compensation

1. PROJECT PI#: 0015404	COUNTY: LEE	PARCEL: 2
2. OWNER NAME/MAILING ADDRESS:	LEE COUNTY BOARD OF COMMISSIONERS 102 STARKSVILLE AVE. NORTH LEESBURG, GA. 31763	
3. PROPERTY ADDRESS: SR 3/US 19 @ SR 32 INTERSECTION, LEESBURG, GA.		
4. FAIR MARKET VALUE (see attached Market Data Information):		

Right of Way; N/A AC X \$N/A AC = \$0.00  
 Permanent Easement: N/A AC X \$N/A AC X N/A% = \$0.00  
 Temporary Easement: 0.0135 AC X \$200,000 AC X 50% = \$1,350.00  
 Estimated Value of Improvement(s): \$10,000.00  
 Cost to Cure: \$0.00  
 Damage to Trade Fixtures: \$0.00  
 Estimated Value of all consequential or severance damages:

TOTAL ESTIMATED FAIR MARKET VALUE: \$11,400.00 RD

(This value is the amount approved by the City for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

## 5. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
LEE COUNTY BOARD OF COMMISSIONERS	TEMPORARY EASEMENT	\$11,400.00
Total Estimated Fair Market Value:		\$11,400.00

## 6. If you wish to retain and remove the items within the required right of way, City will:

(a) Deduct at Closing \$ N/A (Retention Value)

(b) Deduct at Closing \$ N/A (Performance Bond)

Total Withheld at Closing \$ N/A

DATE: 8-1-25 PREPARED BY:   
 R/W Acquisition Consultant

Market Data Information

**Vacant Land Sales**

Sale	Address	DB	Page
1	127 Leslie Highway, Leesburg, GA 31763	2507	91/107/84/98
2	1428 US Hwy 19S, Leesburg, GA 31763	2341	34
3	Carlton Dr, Leesburg, GA 31763	2506	107
4	130 Carlton Dr, Leesburg, GA 31763	2510	351
5	US Highway 82, Leesburg, GA 31763	2424	117

**LOCAL GOVERNMENT: CITY OF LEESBURG  
AVAILABILITY OF INCIDENTAL PAYMENTS: CLAIM FORM**

P.I. # 0015404 PROJECT NO.: COUNTY: LEE PARCEL: 2

NAME: LEE COUNTY BOARD OF COMMISSIONERS PHONE#:

DATE: *Aug. 1, 2025*

SOCIAL SECURITY# or FEI# (include SS# for each property owner)

PROPERTY ADDRESS: SR 32 & FOURTH ST., LEESBURG, GA.

MAILING ADDRESS: 102 STARKVILLE AVE., LEESBURG, GA. 31763

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Local Government's purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be your responsibility to provide to the Local Government copies of your paid receipt(s) as described in Property Tax Payments section below.

**1. Property Tax Payments are handled as follows:**

- A. **For Total Acquisition of your property**, a deduction for your pro-rata share of the taxes will be withheld at closing. Upon receipt of your property tax bill for the current year, you should immediately forward the property tax bill to the Local Government's Designated Representative with this letter for payment (see address immediately below).
- B. **For Partial Acquisition of your property**, the Local Government will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Local Government upon receiving a copy of your paid tax bill receipt. Paid property tax receipt(s) must be mailed with this letter to:

Local Government's Designated Representative: Bob Alexander

Local Government: City of Leesburg

Address: City Hall, 107 N. Walnut Ave.

City: Leesburg, Georgia Zip Code: 31763

**2. Survey Work Reimbursements are handled as follows:**

You may also be eligible for reimbursement for reasonable survey fees to re-establish existing property corner pins that were removed as a result of construction of the project. Your assigned Local Government Representative for survey incidental benefits is: Paul C. Bryan **at Phone:** 2290349-1976

(1) Contact your Local Government Representative before proceeding with survey; send estimate and obtain pre-approval.

(2) Your Local Government Representative will need this completed claim form, survey estimate, and paid receipt in order to process your claim.

**Survey Pre-Approval: For Local Government Use Only**

Survey Estimate Amt: \$ \_\_\_\_\_ Date of Estimate: \_\_\_\_\_ Survey Reimbursement Amt Approved: \_\_\_\_\_

Pre-approved Signature (for Reimbursement): \_\_\_\_\_, Local Government Representative

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and you must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,



Local Government's Designated Representative

# City of Leesburg

City Hall, 107 N Walnut Avenue,  
Leesburg, GA 31763  
229-759-6465 fax 229-759-6249

# Right of Way Acknowledgement Form

Date

*Aug. 1, 2025*

PI# 0015404

LEE COUNTY

PARCEL NO. 2

OWNER NAME/BUSINESS: **LEE COUNTY BOARD OF COMMISSIONERS**

PROPERTY ADDRESS: **FOURTH ST., LEESBURG, GA.**

MAILING ADDRESS: **102 STARKVILLE AVE. NORTH, LEESBURG, GA. 31763**

*I, the above named, do hereby certify that I have this date received a copy of City of Leesburg offer package containing the following:*

☒ I, the above named, do hereby certify that I have this date received a copy of the State of Georgia's Brochure "**What Happens When Your Property is Needed for a Transportation Facility**".

☒ Right of Way Plans/Cross-sections and Driveway Profile detailed below:

**Right of Way plans, dated: 3-29-2024, Last revised: 6-25-2025**

**Roadway cross-section plans dated, 3-29-2024**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

**Driveway profiles (if applicable) dated: 3-29-2024**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

☒ City of Leesburg Official Offer Letter

☒ Summary Statement Basis for Just and Adequate Compensation

☒ Market Data Information

☒ Availability of Incidental Payments: Claim Form

☒ Option for Right of Way with Plans attached

*I (We) also acknowledge that the Right of Way Specialist, representing the City of Leesburg, has satisfactorily explained the above documents to me (us).*

\_\_\_\_\_  
(SIGNATURE)

GDOT REPRESENTATIVE:

PHONE #:

EMAIL:

Date: May 18, 2022

OPTION TO PURCHASE RIGHT OF WAY

GA DOT P. I. Number 0015404 Parcel No. 2

Tax Parcel ID # N/A

Project: SR 3/US 19 @ SR 32  
Intersection Improvements

GEORGIA, LEE COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to City of Leesburg an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 78&51 of the 2nd Land District of Lee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$ 11,400.00, the undersigned agrees to execute and deliver to City of Leesburg fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

N/A Acres of Right of Way  
N/A Linear Feet of Limited Access  
N/A Acres of Construction and Maintenance Easement  
0.0135 Acres of Temporary Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation and City of Leesburg.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Witness \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Notary Public \_\_\_\_\_ (Seal)

## OPTION TO PURCHASE RIGHT OF WAY

GA DOT P. I. Number 0015404 Parcel No. 2

Tax Parcel ID # N/A

Project: SR 3/US 19 @ SR 32  
Intersection Improvements

ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
DATE

ACCEPTED: DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_  
DATE





# City of Leesburg

City Hall, 107 N Walnut Avenue, Leesburg, GA 31763  
229-759-6465 fax 229-759-6249

## City Councilmembers

Billy Breeden, Mayor  
David Daughtry, Mayor Pro Tem  
Judy Powell Rufus Sherman  
Jamie Baggett Amanda White  
Charles Fairbrother

## City Staff

Robert R. Alexander, City Manager  
Bert Gregory, City Attorney

*Aug. 1, 2025*

Lee County Board of Commissioners  
102 Starksville Ave. North  
Leesburg, Ga. 31763

**RE: PROJECT: SR 3/US 19 @ SR 32 INTERSECTION IMPROVEMENTS.  
PI# 0015404 PARCEL 3**

Dear Property Owner:

The Department of Transportation and the City of Leesburg are in the process of purchasing property to improve the roadway designated above. In order to make this project possible, N/A acres of your property in fee and 0.11 acres of temporary construction easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$21,700.00. The attached form, entitled "Summary Statement Basis for Just and Adequate Compensation", separates certain elements comprising the above listed value.

As the designated Right of Way Specialist, **Paul C. Bryan of Bryan Real Estate Services, Inc. at 229-349-1976**, representing the City, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. The Agent will also provide you with a brochure which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option to Purchase Right of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,  
City of Leesburg



Paul C. Bryan  
Right of Way Consultant

# Summary Statement Basis For Just and Adequate Compensation

1. PROJECT PI#: 0015404	COUNTY: LEE	PARCEL: 3
2. OWNER NAME/MAILING ADDRESS:	LEE COUNTY BOARD OF COMMISSIONERS 102 STARKSVILLE AVE. NORTH LEESBURG, GA. 31763	
3. PROPERTY ADDRESS: FOURTH ST. & COURTHOUSE AVE., LEESBURG, GA.		
4. FAIR MARKET VALUE (see attached Market Data Information):		

Right of Way: N/A AC X \$N/A AC = \$0.00  
 Permanent Easement: N/A AC X \$N/A AC X N/A% = \$0.00  
 Temporary Easement: 0.11 AC X \$200,000 AC X 50% = \$11,000.00  
 Estimated Value of Improvement(s): \$10,665.00  
 Cost to Cure: \$0.00  
 Damage to Trade Fixtures: \$0.00  
 Estimated Value of all consequential or severance damages:

TOTAL ESTIMATED FAIR MARKET VALUE: \$21,700.00 RD

(This value is the amount approved by the City for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

## 5. Division of Interests

NAME	KIND OF INTEREST	ESTIMATED VALUE
LEE COUNTY BOARD OF COMMISSIONERS	TEMPORARY EASEMENT	\$21,700.00

Total Estimated Fair Market Value: \$21,700.00

## 6. If you wish to retain and remove the items within the required right of way, City will:

(a) Deduct at Closing \$ N/A (Retention Value)

(b) Deduct at Closing \$ N/A (Performance Bond)

Total Withheld at Closing \$ N/A

DATE: 8-1-25 PREPARED BY: Paul C. Bryan  
R/W Acquisition Consultant

Market Data Information

Vacant Land Sales

Sale	Address	DB	Page
1	127 Leslie Highway, Leesburg, GA 31763	2507	91/107/84/98
2	1428 US Hwy 19S, Leesburg, GA 31763	2341	34
3	Carlton Dr, Leesburg, GA 31763	2506	107
4	130 Carlton Dr, Leesburg, GA 31763	2510	351
5	US Highway 82, Leesburg, GA 31763	2424	117

**LOCAL GOVERNMENT: CITY OF LEESBURG  
AVAILABILITY OF INCIDENTAL PAYMENTS: CLAIM FORM**

P.I. # 0015404 PROJECT NO.: COUNTY: LEE PARCEL: 3

NAME: LEE COUNTY BOARD OF COMMISSIONERS PHONE#:

DATE: Aug. 1, 2025

SOCIAL SECURITY# or FEI# (include SS# for each property owner)

PROPERTY ADDRESS: COURTHOUSE AVE. & FOURTH ST., LEESBURG, GA.

MAILING ADDRESS: 102 STARKVILLE AVE., LEESBURG, GA. 31763

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Local Government's purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be **your** responsibility to provide to the Local Government copies of your paid receipt(s) as described in Property Tax Payments section below.

**1. Property Tax Payments are handled as follows:**

- A. **For Total Acquisition of your property**, a deduction for your pro-rata share of the taxes will be withheld at closing. Upon receipt of your property tax bill for the current year, you should immediately forward the property tax bill to the Local Government's Designated Representative with this letter for payment (see address immediately below).
- B. **For Partial Acquisition of your property**, the Local Government will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Local Government upon receiving a copy of your paid tax bill receipt. Paid property tax receipt(s) must be mailed with this letter to:

Local Government's Designated Representative: Bob Alexander

Local Government: City of Leesburg

Address: City Hall, 107 N. Walnut Ave.

City: Leesburg, Georgia Zip Code: 31763

**2. Survey Work Reimbursements are handled as follows:**

You may also be eligible for reimbursement for **reasonable** survey fees to re-establish **existing** property corner pins that were removed as a result of construction of the project. Your assigned Local Government Representative for survey incidental benefits is: Paul C. Bryan at Phone: 2290349-1976

(1) Contact your Local Government Representative **before** proceeding with survey; send estimate and obtain pre-approval.

(2) Your Local Government Representative will need this completed claim form, survey estimate, and paid receipt in order to process your claim.

**Survey Pre-Approval: For Local Government Use Only**

Survey Estimate Amt: \$ \_\_\_\_\_ Date of Estimate: \_\_\_\_\_ Survey Reimbursement Amt Approved: \_\_\_\_\_

Pre-approved Signature (for Reimbursement): \_\_\_\_\_, Local Government Representative

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and you must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,



Local Government's Designated Representative

# City of Leesburg

City Hall, 107 N Walnut Avenue,  
Leesburg, GA 31763  
229-759-6465 fax 229-759-6249

## Right of Way Acknowledgement Form

Date

*Aug. 1, 2025*

PI# 0015404

LEE COUNTY

PARCEL NO. 3

OWNER NAME/BUSINESS: **LEE COUNTY BOARD OF COMMISSIONERS**

PROPERTY ADDRESS: **COURTHOUSE AVE. & FOURTH ST., LEESBURG, GA.**

MAILING ADDRESS: **102 STARKVILLE AVE. NORTH, LEESBURG, GA. 31763**

*I, the above named, do hereby certify that I have this date received a copy of City of Leesburg offer package containing the following:*

☒ I, the above named, do hereby certify that I have this date received a copy of the State of Georgia's Brochure "**What Happens When Your Property is Needed for a Transportation Facility**".

☒ Right of Way Plans/Cross-sections and Driveway Profile detailed below:

**Right of Way plans, dated: 3-29-2024, Last revised: 6-25-2025**

**Roadway cross-section plans dated, 3-29-2024**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

**Driveway profiles (if applicable) dated: 3-29-2024**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

☒ City of Leesburg Official Offer Letter

☒ Summary Statement Basis for Just and Adequate Compensation

☒ Market Data Information

☒ Availability of Incidental Payments: Claim Form

☒ Option for Right of Way with Plans attached

*I (We) also acknowledge that the Right of Way Specialist, representing the City of Leesburg, has satisfactorily explained the above documents to me (us).*

\_\_\_\_\_  
(SIGNATURE)

GDOT REPRESENTATIVE:

PHONE #:

EMAIL:

Date: May 18, 2022

OPTION TO PURCHASE RIGHT OF WAY

GA DOT P. I. Number 0015404 Parcel No. 3

Tax Parcel ID # N/A

Project: SR 3/US 19 @ SR 32  
Intersection Improvements

GEORGIA, LEE COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to City of Leesburg an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 78&51 of the 2nd Land District of Lee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$ 21,700.00, the undersigned agrees to execute and deliver to City of Leesburg fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.  

N/A Acres of Right of Way

N/A Linear Feet of Limited Access

N/A Acres of Construction and Maintenance Easement

0.11 Acres of Temporary Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation and City of Leesburg.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Witness \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Notary Public \_\_\_\_\_ (Seal)

**OPTION TO PURCHASE RIGHT OF WAY**

GA DOT P. I. Number 0015404 Parcel No. 3

Tax Parcel ID # N/A

Project: SR 3/US 19 @ SR 32  
Intersection Improvements

ACCEPTED BY:

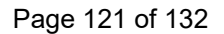
\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
DATE

ACCEPTED: DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_  
DATE







# City of Leesburg

City Hall, 107 N Walnut Avenue, Leesburg, GA 31763  
229-759-6465 fax 229-759-6249

## City Councilmembers

Billy Breeden, Mayor  
David Daughtry, Mayor Pro Tem  
Judy Powell Rufus Sherman  
Jamie Baggett Amanda White  
Charles Fairbrother

## City Staff

Robert R. Alexander, City Manager  
Bert Gregory, City Attorney

*Aug. 1, 2025*

Lee County Board of Commissioners  
102 Starksville Ave. North  
Leesburg, Ga. 31763

**RE: PROJECT: SR 3/US 19 @ SR 32 INTERSECTION IMPROVEMENTS.  
PI# 0015404 PARCEL 4**

Dear Property Owner:

The Department of Transportation and the City of Leesburg are in the process of purchasing property to improve the roadway designated above. In order to make this project possible, N/A acres of your property in fee and 0.40 acres of temporary construction easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$49,000.00. The attached form, entitled "Summary Statement Basis for Just and Adequate Compensation", separates certain elements comprising the above listed value.

As the designated Right of Way Specialist, **Paul C. Bryan of Bryan Real Estate Services, Inc. at 229-349-1976**, representing the City, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. The Agent will also provide you with a brochure which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option to Purchase Right of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,  
City of Leesburg



Paul C. Bryan  
Right of Way Consultant

# Summary Statement Basis For Just and Adequate Compensation

1. PROJECT PI#: 0015404	COUNTY: LEE	PARCEL: 4
2. OWNER NAME/MAILING ADDRESS:	LEE COUNTY BOARD OF COMMISSIONERS 102 STARKSVILLE AVE. NORTH LEESBURG, GA. 31763	
3. PROPERTY ADDRESS: THIRD ST. & FIRE AVE., LEESBURG, GA.		
4. FAIR MARKET VALUE (see attached Market Data Information):		

Right of Way: N/A AC X \$ N/A AC = \$0.00  
 Permanent Easement: N/A AC X \$ N/A AC X N/A% = \$0.00  
 Temporary Easement: 0.40 AC X \$ 180,000 AC X 50% = \$36,000.00  
 Estimated Value of Improvement(s): \$13,000.00  
 Cost to Cure: \$0.00  
 Damage to Trade Fixtures: \$0.00  
 Estimated Value of all consequential or severance damages:

TOTAL ESTIMATED FAIR MARKET VALUE: \$49,000.00

(This value is the amount approved by the City for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

## 5. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
LEE COUNTY BOARD OF COMMISSIONERS	TEMPORARY EASEMENT	\$49,000.00

Total Estimated Fair Market Value: \$49,000.00

## 6. If you wish to retain and remove the items within the required right of way, City will:

(a) Deduct at Closing \$ N/A (Retention Value)

(b) Deduct at Closing \$ N/A (Performance Bond)

Total Withheld at Closing \$ N/A

DATE: 8-1-25 PREPARED BY: Paul C. Bryan  
R/W Acquisition Consultant

### Market Data Information

#### Vacant Land Sales

Sale	Address	DB	Page
1	127 Leslie Highway, Leesburg, GA 31763	2507	91/107/84/98
2	1428 US Hwy 19S, Leesburg, GA 31763	2341	34
3	Carlton Dr, Leesburg, GA 31763	2506	107
4	130 Carlton Dr, Leesburg, GA 31763	2510	351
5	US Highway 82, Leesburg, GA 31763	2424	117

**LOCAL GOVERNMENT: CITY OF LEESBURG  
AVAILABILITY OF INCIDENTAL PAYMENTS: CLAIM FORM**

P.I. # 0015404 PROJECT NO.: COUNTY: LEE PARCEL: 4

NAME: LEE COUNTY BOARD OF COMMISSIONERS PHONE#:

DATE: Aug. 1, 2025

SOCIAL SECURITY# or FEI# (include SS# for each property owner)

PROPERTY ADDRESS: FIRE AVE. & THIRD ST., LEESBURG, GA.

MAILING ADDRESS: 102 STARKVILLE AVE., LEESBURG, GA. 31763

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Local Government's purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be **your** responsibility to provide to the Local Government copies of your paid receipt(s) as described in Property Tax Payments section below.

**1. Property Tax Payments are handled as follows:**

- A. **For Total Acquisition of your property**, a deduction for your pro-rata share of the taxes will be withheld at closing. Upon receipt of your property tax bill for the current year, you should immediately forward the property tax bill to the Local Government's Designated Representative with this letter for payment (see address immediately below).
- B. **For Partial Acquisition of your property**, the Local Government will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Local Government upon receiving a copy of your paid tax bill receipt. Paid property tax receipt(s) must be mailed with this letter to:

**Local Government's Designated Representative: Bob Alexander**

Local Government: City of Leesburg  
Address: City Hall, 107 N. Walnut Ave.  
City: Leesburg, Georgia Zip Code: 31763

**2. Survey Work Reimbursements are handled as follows:**

You may also be eligible for reimbursement for **reasonable** survey fees to re-establish **existing** property corner pins that were removed as a result of construction of the project. Your assigned Local Government Representative for survey incidental benefits is: Paul C. Bryan at Phone: 2290349-1976

- (1) Contact your Local Government Representative **before** proceeding with survey; send estimate and obtain pre-approval.
- (2) Your Local Government Representative will need this completed claim form, survey estimate, and paid receipt in order to process your claim.

**Survey Pre-Approval: For Local Government Use Only**

Survey Estimate Amt: \$ \_\_\_\_\_ Date of Estimate: \_\_\_\_\_ Survey Reimbursement Amt Approved: \_\_\_\_\_  
Pre-approved Signature (for Reimbursement): \_\_\_\_\_, Local Government Representative

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and you must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,



Local Government's Designated Representative

# City of Leesburg

City Hall, 107 N Walnut Avenue,  
Leesburg, GA 31763  
229-759-6465 fax 229-759-6249

# Right of Way Acknowledgement Form

Date

Aug. 1, 2025

PI# 0015404

LEE COUNTY

PARCEL NO. 4

OWNER NAME/BUSINESS: LEE COUNTY BOARD OF COMMISSIONERS

PROPERTY ADDRESS: THIRD ST. & FIRE AVE., LEESBURG, GA.

MAILING ADDRESS: 102 STARKVILLE AVE. NORTH, LEESBURG, GA. 31763

*I, the above named, do hereby certify that I have this date received a copy of City of Leesburg offer package containing the following:*

☒ I, the above named, do hereby certify that I have this date received a copy of the State of Georgia's Brochure "What Happens When Your Property is Needed for a Transportation Facility".

☒ Right of Way Plans/Cross-sections and Driveway Profile detailed below:

**Right of Way plans, dated: 3-29-2024, Last revised: 6-25-2025**

**Roadway cross-section plans dated, 3-29-2024**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

**Driveway profiles (if applicable) dated: 3-29-2024**

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

☒ City of Leesburg Official Offer Letter

☒ Summary Statement Basis for Just and Adequate Compensation

☒ Market Data Information

☒ Availability of Incidental Payments: Claim Form

☒ Option for Right of Way with Plans attached

*I (We) also acknowledge that the Right of Way Specialist, representing the City of Leesburg, has satisfactorily explained the above documents to me (us).*

\_\_\_\_\_  
(SIGNATURE)

GDOT REPRESENTATIVE:

PHONE #:

EMAIL:

Date: May 18, 2022

# OPTION TO PURCHASE RIGHT OF WAY

GA DOT P. I. Number 0015404 Parcel No. 4

Tax Parcel ID # N/A

Project: SR 3/US 19 @ SR 32  
Intersection Improvements

GEORGIA, LEE COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to City of Leesburg an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 78&51 of the 2nd Land District of Lee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$ 49,000.00, the undersigned agrees to execute and deliver to City of Leesburg fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

N/A Acres of Right of Way

N/A Linear Feet of Limited Access

N/A Acres of Construction and Maintenance Easement

0.40 Acres of Temporary Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation and City of Leesburg.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**OPTION TO PURCHASE RIGHT OF WAY**

GA DOT P. I. Number 0015404 Parcel No. 4

Tax Parcel ID # N/A

Project: SR 3/US 19 @ SR 32  
Intersection Improvements

ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
DATE

ACCEPTED: DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_  
DATE



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**SEI**  
**SOUTHEASTERN ENGINEERING, INC.**

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