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Planning Commission Agenda
Monday, August 11, 2025, 6:00pm
Perry City Hall, 808 Carroll Street, Perry

1. Call to Order
2. Roll Call
3. Invocation
4. Approval of Minutes from July 7, 2025, regular meeting
5. Announcements
 - Per O.C.G.A. 36-67A-3 if any opponent of a rezoning or annexation application has made campaign contributions and/or provided gifts totaling \$250 or more within the past two years to a local government official who will consider the application, the opponent must file a disclosure statement.
 - Policies and Procedures for Conducting Zoning Hearings are available at the entrance.
 - Please place phones in silent mode.
6. Citizens with Input
7. Old Business
 1. **TEXT-0085-2025.** Amend definition of Self-Service Vending Units. The applicant is the City of Perry. *(Tabled from July 7, 2025, meeting)*
8. New Business
 - A. Public Hearing (Planning Commission decision)
 1. **PLAT-0112-2025.** Preliminary plat for The Preserve at Agricultural Village Section 4 for property located at Moss Oak Road. The applicant is Chad Bryant, Bryant Engineering.
 - B. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on September 2, 2025)
 1. **SUSE-0113-2025.** Special exception for operation of a home daycare for property located at 216 Warhawk Drive. The applicant is Latasha Monique Collier.
 2. **ANNX-0116-2025.** Annex and rezone a portion of property on Perry Parkway Parcel No. 000310 021000 from Houston County R-AG to City of Perry C-2, General Commercial District. The applicant is HWB Development, LLC. ***(Application withdrawn)***
 3. **ANNX-0117-2025.** Annex and rezone a portion of property on Perry Parkway Parcel No. 000310 021000 from Houston County R-AG to City of Perry R-TH, Townhouse Residential District. The applicant is HWB Development, LLC ***(Application withdrawn)***
 - C. Other Business
 - D. Commission questions or comments
 - E. Adjournment

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

(478) 988-2720

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

Planning Commission
Minutes - July 7, 2025

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

Staff: Bryan Wood – Community Development Director, Emily Carson – Community Planner, and Christine Sewell – Recording Clerk

Guests: Tyler Findley – Edgar Hughston Homes, Matt Widner – Widner & Associates, Jennifer Fischer, Brian Kendall, Max Marriage, Heidi Sirmon, Chris Clay, Leroy Hudson, and Jennifer Castro

3. Invocation – was given by Commissioner Hayes
4. Approval of Minutes from June 9, 2025, regular meeting and June 23, 2025, work session
Commissioner Wharton motioned to approve as submitted; Commissioner Ross seconded; all in favor and were unanimously approved.
5. Announcements - Chairman Mehserle referred to the notices as listed
 - Per O.C.G.A. 36-67A-3 if any opponent of a rezoning or annexation application has made campaign contributions and/or provided gifts totaling \$250 or more within the past two years to a local government official who will consider the application, the opponent must file a disclosure statement.
 - Policies and Procedures for Conducting Zoning Hearings are available at the entrance.
 - Please place phones in silent mode.
6. Citizens with Input- None
7. Old Business
 1. **SUSE-0065-2025**. Special exception for short-term rental for property located at 1726 Greenwood Circle. The applicant is Cheryl Gillen, Southern Valley Homes, Inc. *(Tabled per applicants' request from June 9, 2025, meeting)*

Ms. Carson read the applicants' request, which was to offer the entire 3-bedrooms/2-bath house for short-term rental for a maximum of 8 occupants, along with staff responses. The property was inspected for compliance with minimum health and safety requirements for use and occupancy (per Section 2-3.6) and passed.

Chairman Mehserle opened the public hearing at 6:08pm and called for anyone in favor of the request. Ms. Jennifer Fischer, the applicant, reiterated the request and advised the home was purchased when she and her husband were in town to visit family, and has completely remodeled the residence.

Chairman Mehserle called for anyone opposed. Brian Kendall – 1729 Greenwood Circle – neighborhood is a family friendly area and concerned with strangers coming and going. Heidi Sirmon – 1730 Greenwood Circle – the residents in the neighborhood take pride in the homes, kid friendly, the use will increase traffic and bring crime; new owners have a property management company and since they purchased the trash can has stayed at the curb. Max Marriage – 1731 Greenwood Circle – wonderful family neighborhood, would like to keep that way; concerned with coming and going of guests. Chris Clay – 1724 Greenwood Circle – has safety concerns with guests just coming and going.

There being no further public comment Chairman Mehserle closed the public hearing at 6:17pm.

Commissioner Hayes asked Ms. Fischer to address the screening process and role of the property manager and how to better engage the neighbors. Ms. Fischer advised the property manager is local to the area and cares about the area, as does she and potential guests are required to abide by all rules and if there are any complaints the police will be called and the guests vacated. The homes' value has increased with the recent remodel, the trash can may have been left at the curb due to the remodel and the amount of construction debris. For tenants in the agreement it states trash can must be placed back at the house after pick-up, and the cleaning crew is advised the same. Ms. Fischer advised her husband has met some of the neighbors and she will be responsible with the rental and intends to be a part of the community.

Chairman Mehserle asked if guests are provided the rules and regulations prior; Ms. Fischer advised they were. Commissioner Hayes asked how long they intend to occupy; Ms. Fischer advised it would be several months during a year. Commissioner Guidry reminded the attendees the city has a process in place governing short-term rentals, and it was something that was not taken lightly, and was an issue affecting many communities in the state and the ordinance allows an owner to use their property to its highest and best use and there are currently (16) active in the city. Ms. Carson advised the city monitors via a software tracking service, which alerts whenever a property is listed and if not in compliance, they are sent a cease-and-desist order; Mr. Wood added, any complaints on approved locations if there are two complaints in a year the permit will be revoked.

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

8. New Business

B. Public Hearing (Planning Commission decision)

1. **PLAT-0082-2025.** Preliminary plat for The Grove at Langston Springs for property located at Langston Road. The applicant is Brandon Bolt, Bolt Engineering.

Mr. Wood advised Council recently approved a zoning change for the property to R-3 with two conditions: 1) the developer shall install traffic calming devices per Community Development staff recommendations; and 2) the City accepts the \$100,000 offered by the developer for improvements to Langston Road and/or Langston Road/ Macon Road intersection. The preliminary plat, as presented, complies with all requirements for the R-1 and R-3 zoning districts, as applicable, streets/rights-of-way, and pocket parks. Staff recommends approval of the preliminary plat with the following four conditions: Sidewalks, meeting the standards of Section 6-10.12, shall be installed per the attached sidewalk plan recommended by staff and the amenity area shall include fixtures consistent with those required of pocket parks in Section 6-10.14.

Chairman Mehserle opened the public hearing at 6:35pm and called for anyone in favor of the request. Mr. Tyler Findley with Edgar Hughston Builders reiterated the request and is aware of the sidewalk requirements and will work with staff on traffic calming. Chairman Mehserle called for anyone opposed; there being none the public hearing was closed at 6:39pm.

Chairman Mehserle asked staff about Council's traffic calming concerns; Mr. Wood advised inside the neighborhood there is concern, thus the requirement, and the developers' offer for the intersection improvements. Commissioner Hayes inquired where the traffic calming devices would be placed; Mr. Wood advised as labeled on the plat Street A and Street F for a total of three; will work with engineering on appropriate placement.

Commissioner Ross motioned to approve the preliminary plat as presented with staff conditions; Commissioner Wharton seconded; all in favor and was unanimously approved.

C. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on August 5, 2025)

1. **RZNE-0091-2025.** Rezone property at Kings Chapel Road and Coventry Court from OI & R-2 to RM-2. The applicant is Matt Widner, Widner & Associates, Inc.

Ms. Carson read the applicants' request which is to rezone from OI & R-2 to RM-2, for the two parcels to create a multi-family development that offers a townhouse-style housing option for potential residents, along with staff responses.

Chairman Mehserle opened the public hearing at 6:46pm and called for anyone in favor of the request.

The applicant Mr. Matt Widner, Widner & Associates reiterated the request and added the development will support residential development and the need for housing; the development will be in proximity to city parks and there will be a connecting road. Mr. Leroy Hudson – 4546 Buckeye Road – is working with the property owner to develop and the current zoning allows housing, but a change will allow more; Mr. Hudson provided traffic counts for surrounding streets, but there were none for this area.

Chairman Mehserle called for anyone opposed. Ms. Jennifer Castro – 507 Coventry Court – is concerned with access as the current road is narrow, within two miles there are numerous options for housing, will change the neighborhood, where will new access be, impact on area during construction and will there be buffers required and how many units.

There being no further public comment; Chairman Mehserle closed the public hearing at 7:55pm.

Commissioner Williams asked Mr. Widner if he had any comment on Ms. Fischer's concerns. Mr. Widner advised Coventry Court will not be the primary access to the development it will be to the east and south and all required development procedures will be followed, and the number of units has not been determined.

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

2. **TEXT-0084-2025.** Replace Section 6-9.6(B) standards for wall, canopy, projecting and under canopy signs in nonresidential districts. Replace Section 6-9.9(D) and (E), calculation of sign area. The applicant is the City of Perry.

Mr. Wood read the request which was for an amendment to update the standards for wall signs now that sign variances are not allowed. Staff examined existing wall signs at various businesses with different building sizes and discussed with the Planning Commission at several work sessions. The amendment sets the maximum area and number of signs for buildings based on the area of the tenant's primary wall. Current standards will be maintained for wall areas up to 3,000 square feet. The size of signs increase as the wall area increases, up to 5% on walls up to 14,000 square feet and 3% on wall exceeding 14,000 square feet. Single-tenant buildings will walls exceeding 3,000 square feet may include additional signs on the primary wall to address changes in the retail industry. The amendment also changes how the area of a wall sign is calculated, allowing for unusual-shaped signs. The area will be calculated based on two connecting rectangles which encompass all elements of a sign.

Chairman Mehserle opened the public hearing at 7:05pm and called for comment in favor or opposed; there being none the public hearing was closed at 7:06pm.

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

3. **TEXT-0085-2025.** Amend definition of Self-Service Vending Units. The applicant is the City of Perry.

Ms. Carson read the request, which was an amendment that clarifies the definition of Self-Service Vending Units, specifies proximity to principal building or use, forms of payment, and delivery of merchandise, and Expands dimensions to include varied machine models, along with staff responses and noted changes were reviewed in consultation with the city attorney.

Chairman Mehserle opened the public hearing at 7:07pm and called for comment in favor or opposed. there being none the public hearing was closed at 7:08pm.

Commissioner Wharton motioned to table until the next meeting due to the language of the proposed amendment; Commissioner Morrison seconded; all in favor of tabling with Commissioner Hayes opposed; resulting vote was 5 to 1 for tabling.

- D. Other Business – Chairman Mehserle requested the Mayor & City Manager speak again at the next work session for those that were absent as it was an informative discussion on development review guidelines.
- E. Commission questions or comments – Commissioner Hayes on behalf of the Commission thanked Mr. Wood for his leadership, knowledge and professionalism and wished him well in retirement.
- F. Adjournment: there being no further business to come before the Commission the meeting was adjourned at 7:12pm.



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STAFF REPORT

August 6, 2025

CASE NUMBER: TEXT-0085-2025

APPLICANT: Bryan Wood for The City of Perry

REQUEST: Amend the definition of self-service vending units

STAFF COMMENTS: A recent code enforcement case prompted staff to review the definition of self-service vending units to ensure it adequately describes the types of vending units the City Council wishes to prohibit.

STANDARDS FOR GRANTING A TEXT AMENDMENT:

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

The amendment is not inconsistent with the Comprehensive Plan.

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

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

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

Staff identified areas within the definition of self-service vending unit that needed further clarification.

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

The City Council has determined that self-service vending units are not appropriate in Perry.

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

The amendment is consistent with the policy of the City Council and addresses the purposes of ensuring appropriate commercial development patterns along corridors and creating a convenient, attractive, and harmonious community.

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

The amendment prevents inappropriate elements which could negatively impact traffic patterns and community appearance.

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

The amendment has no direct impact on the natural environment.

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

The amendment has no impact on public facilities and services.

STAFF RECOMMENDATION:

Approval as submitted.

Amend the definition of self-service vending unit as follows:

~~Self-service vending unit means a freestanding vending machine larger than five feet in width by three feet in depth by seven feet in height that may operate without full-time personnel (e.g. bulk ice vending machines). These units are activated by insertion of money or electronic payment; the product is automatically dispensed individually or in bulk outside to the customer.~~

Self-service vending unit means a freestanding machine which is activated by inserting tokens or money into the machine or activated by use of electronic payment and dispenses individual or bulk merchandise to the customer and:

- 1. the full length of one of its longest sides is located more than one foot from a wall of a principal building; or*
- 2. the unit is not located completely under the roof, overhang, awning, or colonnade of a principal building; or*
- 3. exceeds 80 inches in height; or*
- 4. exceeds 48 inches in width; or*
- 5. exceeds 36 inches in depth.*



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STAFF REPORT

August 7, 2025

CASE NUMBER: PLAT-0112-2025
APPLICANT: Chad Bryant
REQUEST: Preliminary Plat – The Preserve at Agricultural Village
LOCATION: 0 Moss Oaks; Tax Map No.: 0P0340 068000

ADJACENT ZONING/LANDUSES:

	Zoning Classification	Land Uses
North	R-AG (County)	Single-Family Residential
South	R-AG (County) and PUD, Planned Unit Development (City)	Single-Family Residential
East	R-2A, Single-Family Residential	Undeveloped (Under construction)
West	R-AG (County)	Single-Family Residential, Farmland

SPECIFICATIONS (per submitted plat):

1. Zoning of property: R-3, Single-family Residential
2. Use: Single-family detached residential subdivision
3. Number of Lots: 189 total lots
4. Stormwater Management Areas: 8.41 AC
5. Overall Density: .36 units/ acre
6. Minimum Lot Area: 15,000 square feet
7. Minimum Lot Width: 90'
8. Setbacks: Front: 25'; Rear: 35'; Interior Side: 8'

STAFF COMMENTS: The applicant is requesting approval of the entire 191-lot subdivision. The subdivision is designed with larger lot sizes that align with the R-1 zoning standards, allowing more room per lot than required in the R-3 minimums. The entire subdivision meets the R-2 minimum standards and conforms to the development standards originally outlined in The Perry Preserve PUD which was approved by Council in 2020.

Following City Council's direction, planning staff recommends sidewalks be installed on one side of portions of the primary streets to provide pedestrian walkways throughout the community. See attached Sidewalk Plan. Staff has also assisted in identifying an area for a pocket park or amenity space; the developer expects to donate this area to the City once complete.

STAFF RECOMMENDATION: Staff recommends approval of the proposed preliminary plat with the following conditions:

1. 5'-wide sidewalks shall be installed along one side of the roads throughout the development, as indicated on the proposed sidewalk map prepared by the City Planning Staff.
2. Applicant received approval for street names from Houston County 911 prior to CD Staff signing the Preliminary Plat.

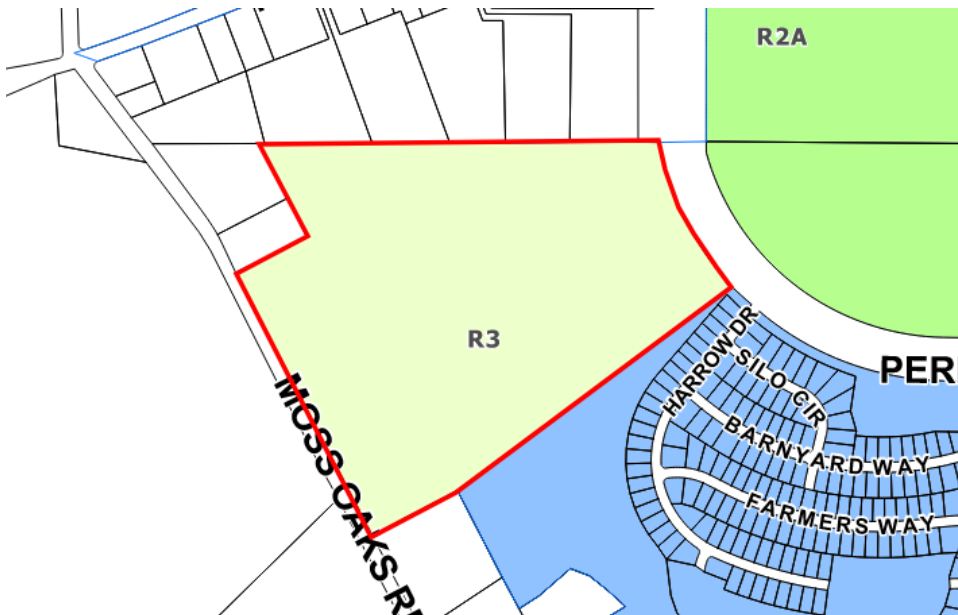


PLAT-0112-2025

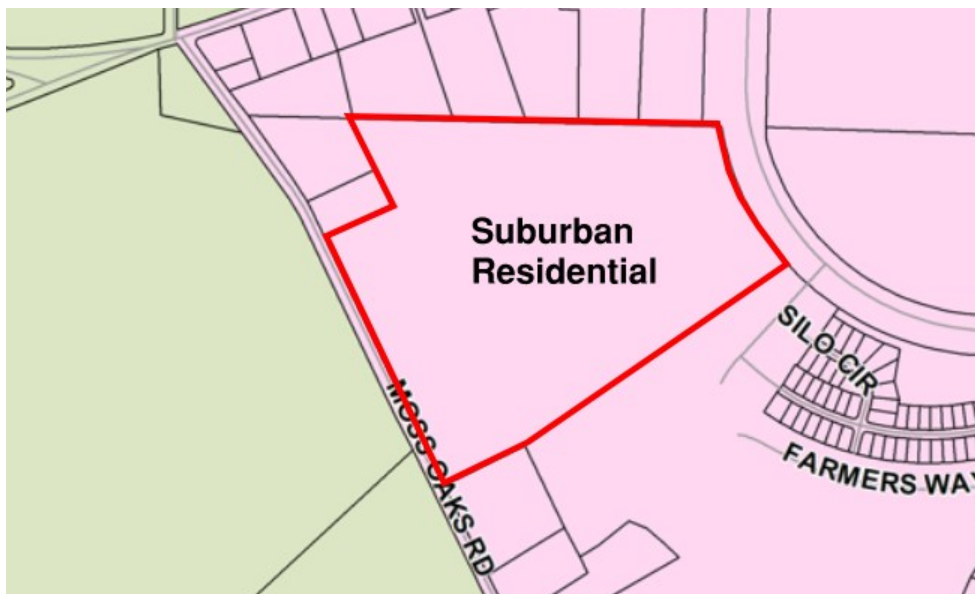
0 Moss Oaks Rd

Preliminary PLAT review

Aerial



Zoning



Character Area

P:06 - DEVELOPER/0617 - PERRY PRESERVE LLC/0617-002 - PERRY PRESERVE SECT 404 - DESIGN CAD01 - DWG/0617-002_MASTER.DWG/8/7/2025 3:05 PM



GEORGIA

No. 034595

PROFESSIONAL

CHAD RUSSELL BRYANT

CHAD R. BRYANT, P.E.

GSWCC LEVEL II

DESIGN PROFESSIONAL

CERTIFICATION # 24596

EXPIRATION: 12/5/2027

BRYANT

ENGINEERING

111 Penner Road, Suite A

PO Box 821

Perry, Georgia 31069

Phone: (478) 224-7070

www.bryantengrllc.com

BRYANT

ENGINEERING, LLC

ENGINEER FIRM

LICENSE NO. PE0007211

EXPIRATION DATE: 6/30/26

COUNTY:

HOUSTON

LL/DISTRICT:

4714

DWG:

06/17-002_MASTER

DATE:

8/7/2025

SCALE:

1"= 100'

JOB NO.:

06/17-002

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PRELIMINARY PLAT FOR:

THE PRESERVE AT AGRICULTURAL VILLAGE - SECTION 4

PERRY

GEORGIA

PARCEL CURVE TABLE				
CURVE #	ARC	RADIUS	DIRECTION	LENGTH
C1	11.17°	470.00'	S66° 45' 09" W	11.16'
C2	31.39°	20.00'	N67° 36' 00" W	28.27'
C3	83.22°	1453.14'	S21° 47' 23"E	83.21'
C4	68.83°	1583.14'	N21° 23' 13" W	68.83'
C5	61.10°	1453.14'	S18° 56' 40"E	61.10'
C6	66.44°	1583.14'	N18° 56' 23" W	66.43'
C7	15.81°	20.00'	N04° 54' 56"E	15.41'
C8	24.31°	50.00'	N13° 38' 17"E	24.07'
C9	163.30°	1453.14'	S14° 31' 14"E	163.21'
C10	46.67°	50.00'	N27° 01' 49" W	44.99'
C11	46.67°	50.00'	N80° 30' 23" W	44.99'
C12	23.96°	50.00'	S59° 01' 31" W	23.74'
C13	15.46°	20.00'	S67° 26' 03" W	15.07'
C14	7.73°	530.00'	S89° 09' 20" W	7.73'
C15	66.85°	530.00'	S85° 07' 29" W	66.80'
C16	36.07°	530.00'	S79° 33' 42" W	36.06'
C17	17.91°	20.00'	N76° 43' 45" W	17.32'
C18	41.79°	60.00'	N71° 01' 17" W	40.95'
C19	49.41°	60.00'	S65° 26' 07" W	48.03'
C20	49.41°	60.00'	S18° 15' 02" W	48.03'
C21	54.64°	60.00'	S31° 25' 41"E	52.77'
C22	1.98°	660.00'	S62° 43' 49" W	1.98'
C23	49.41°	60.00'	S81° 06' 24"E	48.03'
C24	17.95°	660.00'	S63° 35' 43" W	17.95'
C25	51.32°	60.00'	N50° 47' 51"E	49.77'
C26	17.91°	20.00'	N51° 57' 11"E	17.32'
C27	54.06°	660.00'	S66° 43' 16" W	54.04'
C28	29.18°	660.00'	S70° 20' 03" W	29.18'
C29	9.34°	470.00'	N78° 10' 51"E	9.34'
C30	40.27°	660.00'	S73° 20' 57" W	40.27'
C31	42.97°	660.00'	S76° 57' 45" W	42.96'
C32	88.66°	470.00'	N84° 09' 13"E	88.52'
C33	19.27°	660.00'	S79° 39' 50" W	19.27'
C34	63.98°	660.00'	S83° 16' 38" W	63.95'
C35	0.13°	470.00'	N89° 33' 53"E	0.13'
C36	6.43°	660.00'	S86° 20' 00" W	6.43'
C37	34.11°	660.00'	S88° 05' 35" W	34.10'
C38	31.42°	20.00'	S45° 25' 36"E	28.28'
C39	31.42°	20.00'	S44° 34' 24" W	28.28'
C40	32.55°	530.00'	S87° 48' 49" W	32.55'
C41	66.85°	530.00'	S82° 26' 27" W	66.80'
C42	66.85°	530.00'	S75° 12' 51" W	66.80'
C43	66.85°	530.00'	S67° 59' 16" W	66.80'
C44	16.00°	530.00'	S63° 30' 34" W	16.00'
C45	31.26°	20.00'	S72° 34' 57"E	28.17'
C46	15.50°	20.00'	S05° 36' 07"E	15.12'
C47	34.26°	50.00'	S03° 01' 25"E	33.59'
C48	46.67°	50.00'	S49° 23' 28"E	44.99'
C49	46.67°	50.00'	N77° 07' 58"E	44.99'
C50	15.50°	20.00'	N39° 29' 56"E	15.12'
C51	28.89°	50.00'	N33° 50' 35"E	28.49'
C52	15.50°	20.00'	N83° 54' 51"E	15.12'
C53	32.67°	50.00'	N87° 34' 18"E	32.09'
C54	54.76°	50.00'	N37° 18' 55"E	52.06'
C55	68.21°	50.00'	N33° 08' 28" W	63.05'
C56	2.83°	20.01'	N68° 09' 37" W	2.83'
C57	12.67°	20.01'	N45° 57' 53" W	12.46'
C58	31.57°	20.00'	N17° 24' 46"E	28.39'
C59	78.63°	470.00'	N67° 26' 15"E	78.54'
C60	88.66°	470.00'	N77° 38' 03"E	88.52'
C61	53.61°	470.00'	N86° 18' 20"E	53.58'
C62	22.56°	530.00'	N88° 21' 15"E	22.55'
C63	29.60°	20.00'	S50° 28' 23"E	26.97'
C64	27.77°	230.00'	S11° 32' 22"E	27.75'
C65	30.09°	230.00'	S18° 44' 43"E	30.06'
C66	57.07°	230.00'	S29° 36' 03"E	56.92'
C67	31.42°	20.00'	S08° 17' 28" W	28.28'
C68	26.36°	20.00'	N88° 56' 52" W	24.49'
C69	75.17°	60.00'	N87° 04' 38" W	70.35'
C70	49.41°	60.00'	S33° 26' 24" W	48.03'
C71	49.41°	60.00'	S13° 44' 42"E	48.03'
C72	49.41°	60.00'	S60° 55' 47"E	48.03'
C73	44.18°	60.00'	N74° 23' 04"E	43.19'
C74	15.50°	20.00'	N75° 29' 55"E	15.12'
C75	21.30°	50.00'	N85° 30' 11"E	21.14'

PARCEL CURVE TABLE				
CURVE #	ARC	RADIUS	DIRECTION	LENGTH
C76	46.67°	50.00'	N46° 33' 43"E	44.99'
C77	151.42°	1453.14'	S40° 10' 39"E	151.36'
C78	46.67°	50.00'	N06° 54' 51" W	44.99'
C79	158.14°	1453.14'	S34° 04' 29"E	158.06'
C80	46.67°	50.00'	N60° 23' 25" W	44.99'
C81	46.67°	50.00'	S66° 08' 02" W	44.99'
C82	26.63°	50.00'	S24° 08' 09" W	26.32'
C83	15.50°	20.00'	S31° 05' 00" W	15.12'
C84	31.42°	20.00'	N81° 42' 32" W	28.28'
C85	69.72°	170.00'	N19° 49' 48" W	69.23'
C86	29.60°	20.00'	N34° 18' 40"E	26.97'
C87	60.76°	530.00'	N73° 25' 09"E	60.72'
C88	24.99°	530.00'	N68° 47' 02"E	24.99'
C89	13.31°	530.00'	N66° 42' 49"E	13.31'
C90	130.88°	1453.14'	S28° 22' 37"E	130.84'
C91	89.18°	1643.14'	S21° 04' 28"E	89.17'
C92	31.44°	20.00'	S22° 24' 07" W	28.30'
C93	63.17°	50.00'	S54° 13' 48"E	59.06'
C94	42.62°	1643.14'	S18° 46' 36"E	42.62'
C95	31.42°	20.00'	N44° 34' 24"E	28.28'
C96	31.42°	20.00'	N45° 25' 36" W	28.28'
C97	38.96°	470.00'	S87° 11' 55" W	38.95'
C98	93.25°	470.00'	S79° 08' 24" W	93.10'
C99	49.41°	470.00'	S70° 26' 40" W	49.38'
C100	31.57°	20.00'	N17° 25' 03"E	28.40'
C101	78.96°	50.00'	N73° 03' 06" W	71.01'
C102	78.12°	50.00'	S16° 56' 54" W	70.41'
C103	31.26°	20.00'	S72° 35' 14"E	28.17'

ROAD CURVE TABLE				
CURVE #	ARC	RADIUS	DIRECTION	LENGTH
C600	25.26°	500.00'	S65° 59' 08.44" W	25.26'
C601	193.21°	500.00'	S78° 30' 11.41" W	192.01'
C602	235.00°	500.00'	S76° 06' 32.01" W	232.84'
C603	237.68°	1613.14'	N20° 11' 11.45" W	237.46'
C604	104.38°	500.00'	S83° 35' 33.35" W	104.19'
C605	99.93°	200.00'	S22° 23' 41.91" E	98.89'

ROAD LINE TABLE		
LINE #	LENGTH	DIRECTION
L600	124.79'	S64° 32' 18.09" W
L601	305.35'	S67° 25' 58.80" W
L602	933.66'	S89° 34' 24.03" W
L603	577.75'	S62° 38' 40.00" W
L604	1292.42'	S89° 34' 24.03" W
L605	141.07'	S77° 36' 42.68" W
L606	320.00'	N0° 25' 35.97" W
L607	102.50'	S8° 04' 51.59" E
L608	245.40'	S36° 42' 32.22" E
L609	826.28'	S53° 17' 27.78" W
L610	30.00'	N36° 42' 32.22" W
L611	1117.04'	S27° 48' 34.72" E
L612	320.01'	N61° 42' 23.56" E
L613	1111.80'	N27° 48' 34.72" W

PARCEL LINE TABLE		
Line #	Length	Direction
L1	128.89'	N69° 51' 29"E
L2	97.90'	S67° 25' 59" W
L3	115.74'	N89° 42' 27"E
L4	146.87'	N36° 13' 54"E
L5	115.52'	N17° 14' 40" W
L6	165.43'	N89° 45' 00"E
L7	61.68'	S89° 34' 24" W
L8	128.52'	N00° 25' 36" W
L8	775.79'	N89° 45' 00"E
L9	62.66'	N89° 45' 00"E
L10	70.00'	S89° 34' 24" W
L11	128.74'	N00° 25' 36" W
L12	70.00'	N89° 45' 00"E
L13	70.00'	S89° 34' 24" W
L14	128.95'	N00° 25' 36" W
L15	70.00'	N89° 45' 00"E
L16	70.00'	S89° 34' 24" W
L17	129.17'	N00° 25' 36" W
L18	70.00'	N89° 45' 00"E
L19	129.38'	N00° 25' 36" W
L20	70.00'	N89° 45' 00"E
L21	70.00'	S89° 34' 24" W
L21	8.46'	N89° 45' 00"E
L22	129.60'	N00° 25' 36" W
L23	70.00'	N89° 45' 00"E
L24	70.00'	S89° 34' 24" W
L25	129.81'	N00° 25' 36" W
L26	70.00'	N89° 45' 00"E
L27	70.00'	S89° 34' 24" W
L28	130.03'	N00° 25' 36" W
L29	70.00'	N89° 45' 00"E
L30	70.00'	S89° 34' 24" W
L31	70.00'	S89° 34' 24" W
L32	130.20'	N00° 25' 36" W
L33	20.75'	N89° 37' 00"E
L34	49.25'	N89° 45' 00"E
L35	70.00'	N89° 37' 00"E
L36	70.00'	S89° 34' 24" W
L37	130.25'	N00° 25' 36" W
L38	70.00'	N89° 37' 00"E
L39	70.00'	S89° 34' 24" W
L40	130.30'	N00° 25' 36" W
L41	70.00'	N89° 37' 00"E
L42	70.00'	S89° 34' 24" W
L43	130.36'	N00° 25' 36" W
L44	19.18'	N89° 29' 09"E
L45	50.82'	N89° 37' 00"E
L46	70.00'	S89° 34' 24" W
L47	130.37'	N00° 25' 36" W
L48	61.54'	N89° 32' 08"E
L49	8.46'	N89° 29' 09"E
L50	70.00'	S89° 34' 24" W
L51	130.31'	N00° 25' 36" W
L52	70.00'	N89° 32' 08"E
L53	70.00'	S89° 34' 24" W
L54	130.27'	N00° 25' 36" W
L55	70.00'	N89° 32' 08"E
L56	70.00'	S89° 34' 24" W
L57	130.22'	N00° 25' 36" W
L58	70.00'	N89° 32' 08"E
L59	70.00'	S89° 34' 24" W
L60	130.17'	N00° 25' 36" W
L61	71.53'	N89° 32' 08"E
L62	61.91'	S89° 34' 24" W
L63	130.20'	N01° 15' 44" W
L64	71.04'	N89° 39' 27"E
L65	12.85'	N89° 32' 08"E
L66	136.81'	N08° 29' 19" W

PARCEL LINE TABLE		
Line #	Length	Direction
L67	79.32'	N89° 39' 27"E
L68	32.23'	S77° 36' 43" W
L69	151.82'	N12° 23' 17" W
L70	140.55'	N00° 58' 20" W
L71	70.70'	N89° 39' 27"E
L72	46.39'	S77° 36' 43" W
L73	219.07'	N89° 39' 27"E
L74	238.62'	N48° 09' 25" W
L75	244.48'	N27° 05' 50" W
L76	91.93'	N89° 39' 27"E
L77	143.92'	S34° 39' 30" W
L78	159.90'	S32° 29' 08" W
L79	129.05'	N26° 59' 26" W
L80	57.87'	N27° 05' 50" W
L81	48.22'	S62° 38' 40" W
L82	97.38'	S62° 43' 15" W
L83	81.26'	N26° 59' 26" W
L84	136.65'	S14° 41' 57"E
L85	15.97'	N77° 36' 43"E
L86	151.93'	S12° 23' 17"E
L87	62.65'	N77° 36' 43"E
L88	145.18'	S11° 15' 00"E
L89	138.26'	S00° 26' 33"E
L90	69.90'	N89° 34' 24"E
L91	130.88'	S00° 25' 36"E
L92	70.00'	N89° 34' 24"E
L93	130.00'	S00° 25' 36"E
L94	0.00'	S89° 34' 24" W
L95	35.91'	S89° 34' 24" W
L96	70.00'	S89° 34' 24" W
L97	70.00'	N89° 34' 24"E
L98	130.00'	S00° 25' 36"E
L99	0.00'	S89° 34' 24" W
L100	70.00'	S89° 34' 24" W
L101	70.00'	N89° 34' 24"E
L102	130.00'	S00° 25' 36"E
L103	70.00'	S89° 34' 24" W
L104	70.00'	N89° 34' 24"E
L105	130.00'	S00° 25' 36"E
L106	83.00'	S89° 34' 24" W
L107	63.00'	N89° 34' 24"E
L108	110.00'	S00° 25' 36"E
L109	63.00'	S89° 34' 24" W
L110	130.00'	N00° 25' 36" W
L111	110.00'	S00° 25' 36"E
L112	70.00'	S89° 34' 24" W
L113	130.00'	N00° 25' 36" W
L114	70.00'	S89° 34' 24" W
L115	130.00'	N00° 25' 36" W
L116	70.00'	S89° 34' 24" W
L117	130.00'	N00° 25' 36" W
L118	35.91'	S89° 34' 24" W
L119	130.00'	N03° 56' 45" W
L120	150.00'	N11° 10' 21" W
L121	130.00'	N18° 23' 56" W
L122	130.00'	N25° 37' 32" W
L123	48.22'	S62° 38' 40" W
L124	130.00'	N27° 21' 20" W
L125	97.38'	S62° 38' 40" W
L126	130.13'	N27° 21' 20" W
L127	83.29'	N62° 42' 14"E
L128	83.29'	S62° 38' 40" W
L129	130.22'	N27° 21' 20" W
L130	70.00'	N62° 42' 14"E
L131	70.00'	S62° 38' 40" W
L132	130.29'	N27° 21' 20" W
L133	70.00'	N62° 42' 14"E
L134	70.00'	S62° 38' 40" W



Where Georgia comes together.

Application # PLAT-0112-2025

Application for Subdivision

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	CHAD BRYANT	PERRY PRESERVE, LLC
*Title	PRINCIPAL ENGINEER	
*Address	111 PERIMETER RD, SUITE A PERRY, GA 31069	309 E PACES FERRY RD NE ATLANTA, GA 30305
*Phone	478-224-7070	
*Email	CHAD@BRYANTENGLLC.COM	

Property Information


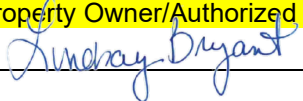
*Street Address	MOSS OAKS RD	
*Tax Map #(s)	0P0340 068000	*Zoning Designation R-3
*# Original Lots	1	*Total Acreage 68.46 AC.
*# Proposed Lots	191	*Total Acreage 68.46 AC.

Instructions

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

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

7. Signatures:

*Applicant		*Date	7/22/2025
*Property Owner/Authorized Agent		*Date	7/22/2025

Revised 7/1/25

STAFF REPORT

From the Department of Community Development
August 6, 2025

CASE NUMBER: SUSE-0113-2025
APPLICANT: Latasha M. Collier
REQUEST: A Special Exception to allow a residential business
LOCATION: 216 Warhawk Drive; Parcel No: 0P0750 081000

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

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

STANDARDS FOR SPECIAL EXCEPTIONS:

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

There is no expected expansion of the proposed use.

7. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*
Services already exist to the property; there is no excessive burden expected.

Staff Recommendation:

Staff recommends approval as submitted.

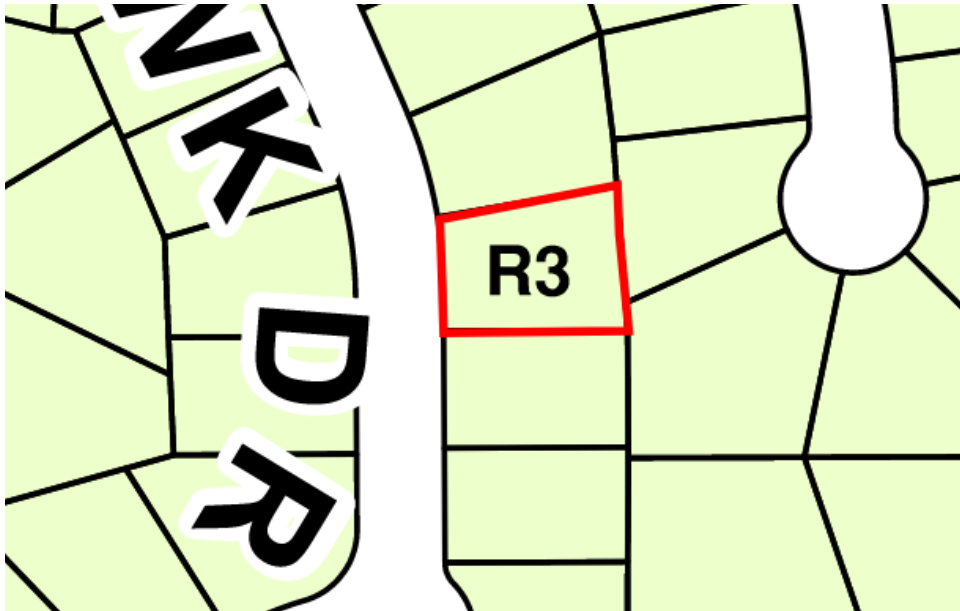


SUSE-0113-2025

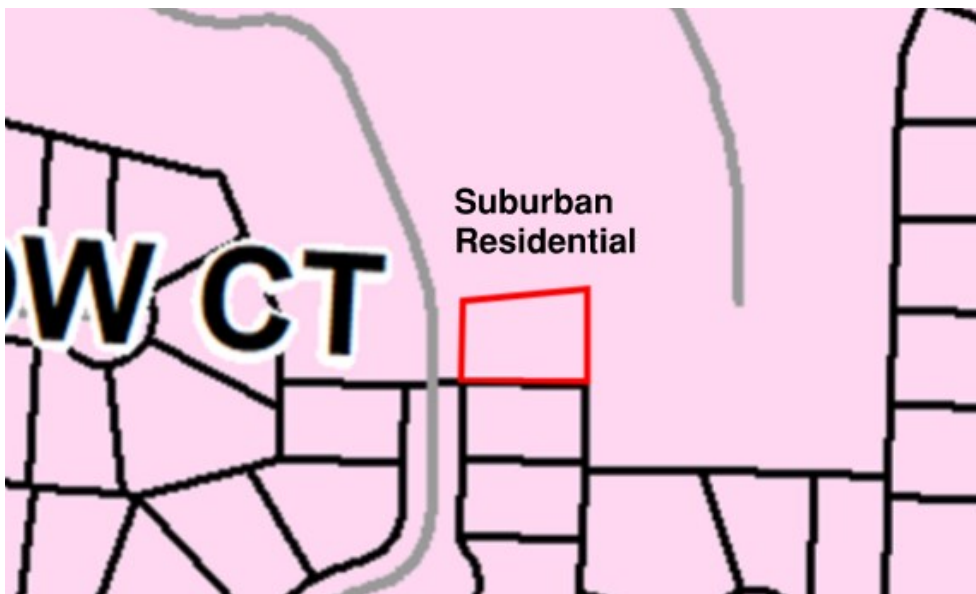
216 Warhawk Dr

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

Aerial



Zoning



Character Area



Where Georgia comes together.

Application for Special Exception

Contact Community Development (478) 988-2720

Application # SUSE
0113-2025

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Latasha Monique Collier	
*Title	New Mercies Child Care	
*Address	216 Wauhatch Drive, Kothman, Ga	
*Phone		
*Email		

Property Information

*Street Address	216 Wauhatch Drive
*Tax Map Number(s)	87581
*Zoning Designation	R3

Request

*Please describe the proposed use:	Family Home Daycare. I'll be caring for up to six children in my home.
------------------------------------	--

Instructions

1. The application and *\$316.00 fee (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. *For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. *The applicant must be present at the hearings to present the application and answer questions that may arise.
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. *Signatures:

*Applicant	Latasha M. Collier	*Date	7/2/2025
*Property Owner/Authorized Agent		*Date	

Standards for Granting a Special Exception

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

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? *NO, I'm not aware of any restrictions*

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property; *YES*
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity; *NO traffic will be blocked and pedestrian is safe*
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity; *NO, Day care hours are from 6:30 am - 5:30 pm Monday thru Friday*
- (4) Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor; *NO*
- (5) Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity; *YES*
- (6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and *YES, my home has enough space for future growth*
- (7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools. *NO*

Keodyia Durden Reed
Camp Humphreys, South Korea

July 3, 2025

Monique Collier
216 Warhawk Dr
Kathleen, GA 31047

Authorization to Use Property

Dear Mrs. Collier,

I, Keodyia Durden Reed, hereby grant you permission to use my property located at 216 Warhawk Dr in Kathleen Georgia for your business.

This authorization is effective immediately to operate. Please adhere to the following terms:
Ensure the premise is maintained in a clean and orderly manner.
Comply with all local, state, and federal regulations governing business operations.
Provide proof of insurance for liability coverage during the operation of the business.
Notify me in advance of any planned changes to the operation of the business.

Should you have any questions or need further clarifications, feel free to contact me thru my email stated above.

Sincerely Owner,
Keodyia Durden Reed

Authentic

KR

8. Hazardous Materials. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of eruption of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extra hazardous" by any responsible insurance company.

9. Responsibilities of Tenant. Tenant shall keep the fixtures in the house or on or about the leased premises in good order, clean and free from dirt and debris. Tenant shall also avoid misuse, waste, or neglect of fixtures. Tenant further agrees that no signs shall be placed or painting done on or about the leased premises without the consent of Landlord.

10. Repairs. Tenant shall be solely responsible for everyday maintenance and repair required by virtue of Tenant's normal and reasonable use of the premises. Upon written notice from Tenant, Landlord will repair any condition caused by normal wear and tear, which also materially affects the physical health or safety of an ordinary tenant, or otherwise required by law. Landlord agrees to put the leased premises in good order and condition before the time for giving possession to Tenant, and Landlord or Landlord's agents shall have the right to enter the leased premises, or any part of the premises, at all reasonable hours with reasonable notice to Tenant during the term of the lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the premises in safe condition. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

11. Loss or Destruction of Premises. If the leased premises become totally untenable after a casualty loss such as fire, smoke, hail, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the Tenant or the Tenant's family, guests, or invitees, either Landlord or Tenant may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In such an event, the Tenant shall only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law. If the leased premises become partially untenable after a casualty loss of the sort listed above, and if the casualty loss is not due to the negligence or fault of the Tenant or the Tenant's family, guest, or invitees, and if the casualty is an insured casualty, the premises will be repaired by Landlord within a reasonable time, provided that the time period for repair will not commence until insurance proceeds are received by the Landlord. In such a case, there will be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. Notwithstanding the above, if the leased premises should be damaged to the extent that Landlord shall decide not to rebuild, the term of this lease shall end and the rent shall be pro-rated up to the time of the damage.

12. Reletting The Property. During the last three (3) months of this lease, Landlord or Landlord's agent shall have the privilege of displaying the usual "For Sale" or "For Rent" signs on the premises and of showing the property to prospective purchasers or tenants.

13. Surrender of Premises at Termination of Lease. At the expiration of the lease term, Tenant shall leave and surrender the demised premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and repairs by the elements excepted.

14. Default. If any default be made in the payment of rent, or any part of the rent, at the times specified, or if any default be made in the performance of any other covenants or agreements contained in this lease, the lease, and the relation of landlord and tenant, at the option of Landlord, shall wholly cease and terminate. Further, the happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rental as provided for herein; (B) Tenant abandons or vacates the Premises; or (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease.

15. Remedies on Default. Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of terminating this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall

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remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice. In addition, if court action is required, Landlord shall be entitled to recover all costs incurred in connection with collecting all outstanding rent due, together with any costs, including reasonable attorneys' fees in connection with a dispossession proceeding.

16. Late Fees. Rent is due and payable on the first day of the month. Rent paid after the first day of the month shall be deemed late and constitute an event of default. Notwithstanding, should Landlord agree to accept late rent, a late charge of \$50.00 shall be added to the rent due if paid after the fifth (5th) day of the month.

17. Early Termination. Should Tenant elect to terminate this Lease prior to the expiration of the initial term or any extensions thereof, such a termination shall not be effective until 11:59 p.m. on the last day of the month following the month that notice is received in writing by the Landlord. In addition, as a fee for early termination, Tenant shall pay to Landlord, in addition to all rent due until the effective date of the notice, an amount equal to two (2) months rent under this Lease.

18. Security Deposit. Tenant shall deposit with Landlord upon execution of this Lease \$ N/A as a security deposit which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

19. Indemnification, Damages. Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Landlord shall not be responsible for any loss or damage to Tenant or Tenant's property.

20. Modifications, Alterations To Premises. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease.

21. Governmental Regulations. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

22. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable, are condemned by any legally constituted authority for any public use or purposes, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to

the rights of either Landlord, individually, or on behalf of the Tenant, to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that the Tenant shall have no rights in any award made to Landlord by any condemnation authority notwithstanding the termination of the Lease as herein provided.

23. Assignment/Subletting. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant.

24. Subordination. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") affecting the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any; and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document provided for in this paragraph.

25. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under this Lease shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under.

26. Attorney Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of (A) the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself.

27. Rights - Cumulative, Waiver, Severability, Governing Law. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliances by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. If any provision hereof shall be deemed unenforceable by a Court of Law, the remainder of this Lease shall remain in full force and effect in the absence of the provision deemed unenforceable. The laws of the State of Georgia shall govern this Lease.

28. Miscellaneous. In addition to the above, the following terms shall apply:

- a. Tenant shall not smoke or allow others to smoke within the premises.
- b. Tenant shall have carpet professionally cleaned upon termination of the lease or at the end of its occupancy of the premises.

DC

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IN WITNESS WHEREOF, the parties have set their hands and seals on the date first written above.

Authenticsign
Christopher Reed

LANDLORD

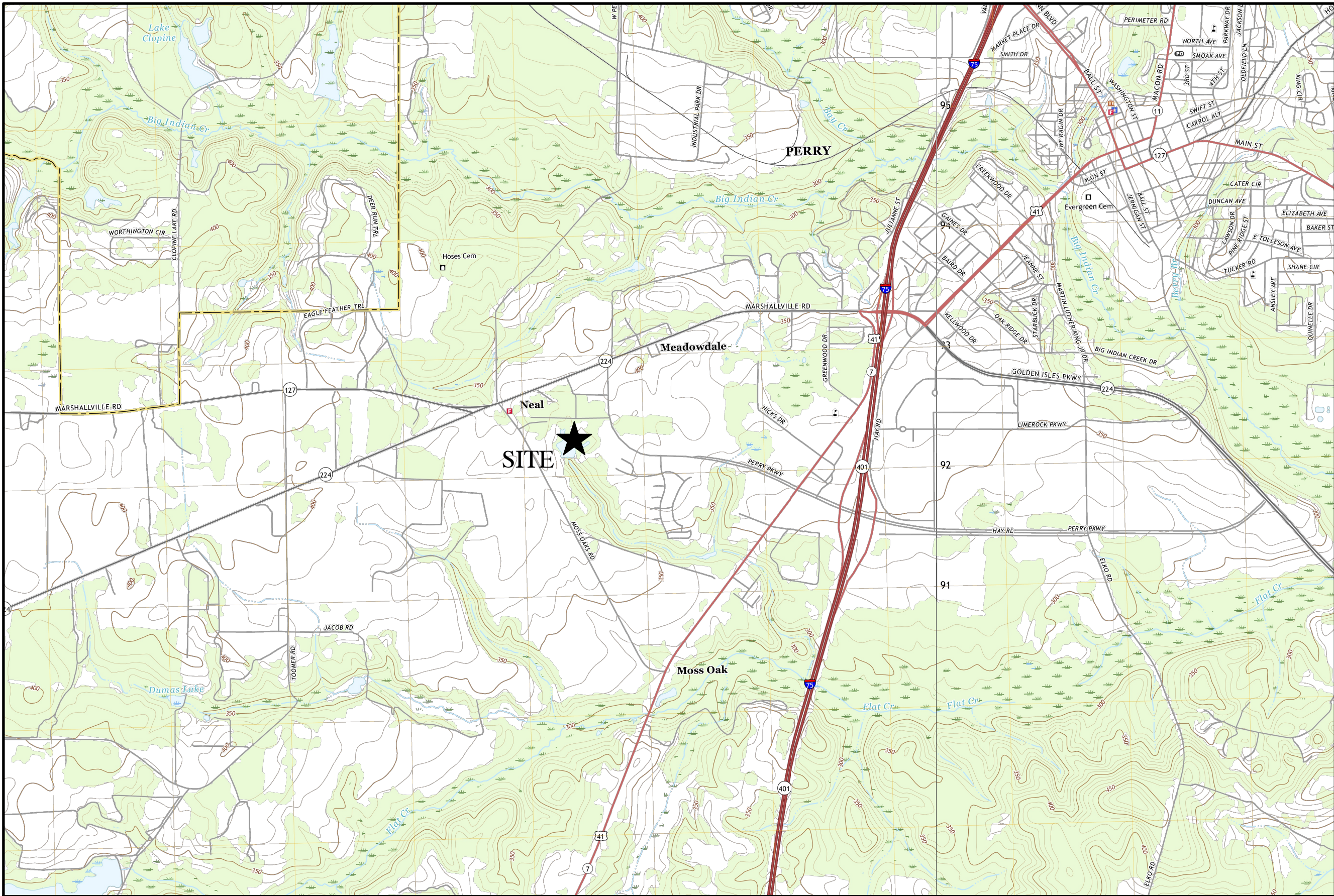
Authenticsign
Keodyia Reed

Authenticsign
Detavisau Collier

TENANT

Authenticsign
Monique Collier

TENANT



VICINITY MAP
N.T.S.

SITE PROJECT DATA

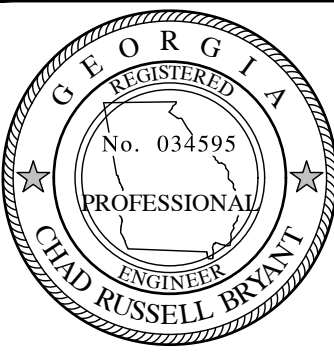
PROPERTY INFORMATION PROPERTY AREA = 68.46ac. NUMBER OF LOTS = 189 STREET LENGTH = 8,344 L.F. STREET WIDTH BOC TO BOC= 27' CUL-DE-SAC DIA. EOP = 40' STREET WIDTH EOP TO EOP = 23' DENSITY PROVIDED = 0.36 UNITS/AC <div>MINIMUM SITE REQUIREMENTS PER ZONING ZONING = R3 SETBACKS: DESIGN WIDTH = 90' 25' FRONT MIN. LOT SIZE = 15000 S.F. 8' SIDES AVERAGE LOT = 100'x150' 35' REAR</div>	
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OWNER/PRIMARY PERMITTEE	24 HR. LOCAL EMERGENCY CONTACT
PERRY PRESERVE, LLC 309 E PACES FERRY RD NE , SUITE 1200 ATLANTA, GA 30305 404-964-2130 - rloudermilk@loudermilkco.com	CHIP POTTINGER 404-964-2130 EMAIL: cpottinger@loudermilk.com
PROJECT ENGINEER CONTACT	SURVEY DATA
MR. CHAD BRYANT, P.E. PRESIDENT BRYANT ENGINEERING 111 PERIMETER RD, SUITE A PERRY, GA 31069 OFFICE: (478) 224-7070 FAX: (478) 224-7072 EMAIL: chad@bryantengllc.com	BOUNDARY/TOPOGRAPHIC SURVEY PERFORMED BY: MCLEOD SURVEYING 111 PERIMETER RD, SUITE A PERRY, GA 31069 (478) 224-7070

LAND LOT/DISTRICT/COUNTY
LAND LOT 47/14 DISTRICT / HOUSTON COUNTY, GA
FLOOD ZONE INFORMATION
PER FEMA FLOOD MAP, PANEL 134, 135 & 145 OF 300, THIS PROJECT DOES NOT LIE WITHIN A FLOODPLAIN PANEL NUMBER: 13153C0134E, 13153C0135E, & 13153C0145E EFFECTIVE DATE: SEPTEMBER 28, 2007
STATE WATERS STATEMENT
THERE ARE STATE WATERS OR BUFFERS LOCATED WITHIN 200 FEET OF THE PROJECT SITE.
WETLAND CERTIFICATION
THE DESIGN PROFESSIONAL, WHOSE SEAL APPEARS HEREON, CERTIFIES THE FOLLOWING: 1) THE NATIONAL WETLANDS INVENTORY MAPS HAVE BEEN CONSULTED, AN ONSITE JURISDICTIONAL WATERS DELINEATION/DETERMINATION HAS BEEN PERFORMED; AND, 2) THE APPROPRIATE PLAN SHEET DOES NOT INDICATE AREAS OF UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS AS SHOWN ON THE MAPS; AND, 3) IF WETLAND ARE INDICATED, THE LAND OWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE FEDERAL WETLANDS ALTERATION ("SECTION 404") PERMIT HAS BEEN OBTAINED. 4) ANY AMOUNT OF DISTURBANCE WILL REQUIRE PRE CONSTRUCTION COORDINATION WITH THE ARMY CORPS OF ENGINEERS. 5) TOTAL DISTURBANCE OF WETLANDS REQUIRED FOR DEVELOPMENT IS CALCULATED FROM ALL STAGES OF DEVELOPMENT.

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

DATE	PLANNER/DIRECTOR COMMUNITY DEVELOPMENT



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

BRYANTENGINEERING

BB

www.bryantengllc.com

phone: (478) 224-7070
P.O. Box 821
111 Perimeter Road, Suite A
Perry, Georgia 31069

BRYANT ENGINEERING, LLC
ENGINEER FIRM
LICENSE NO. PE1907211
EXPIRATION DATE: 6/30/26

COUNTY:	HOUSTON
LL/DISTRICT:	47/14
DWG:	06/17-002_MASTER
DATE:	8/7/2025
SCALE:	1"= 100'
JOB NO.:	06/17-002

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

PRELIMINARY PLAT FOR:

THE PRESERVE AT AGRICULTURAL VILLAGE - SECTION 4

PERRY

GEORGIA

REVISIONS	NO.	DATE	DESCRIPTION