



Where Georgia comes together.

STAFF REPORT

From the Department of Community Development
May 7, 2026

CASE NUMBER: RZNE 0047-2026
APPLICANT: Houston County Board of Commissioners
REQUEST: Rezone from C-2, General Commercial to GU, Governmental Use
LOCATION: 2520 Highway 127; Tax Map Parcel 0P0490 085000

BACKGROUND INFORMATION: The applicant proposes to rezone 5.67 acres of Parcel 0P0490 085000 (formerly a portion of Parcel 0P0490 017000) for a Water Supply and Treatment Facility. The lot is proposed to be zoned GU, Governmental Use.

STANDARDS GOVERNING ZONE CHANGES:

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? The applicant is not aware of any covenants or restrictions pertaining to this parcel.

1. The existing land uses and zoning classifications of nearby property.

	Zoning	Land Use
North	R-1 Single Family Residential (COUNTY)	Residential Subdivision
South	R-3 Single Family Residential	Residential Subdivision
East	R-3 Single Family Residential	Residential Subdivision
West	C-2 General Commercial	Medical Building

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

Yes. The property is located in a Suburban Residential character area in the 2022 Joint Comprehensive Plan that recommends residential, public/institutional and parks/recreation land use designations.

3. Are all of the uses permitted in the proposed zoning classification compatible with existing uses on adjacent and nearby properties? There are a few uses that are not compatible with the adjacent residential subdivisions which include a detention facility/rehabilitation facility, cell tower, recycling center/waste treatment center. However, the proposed use is a water treatment facility.

4. ***Will any of the uses permitted in the proposed zoning classification cause adverse impacts to adjacent and nearby properties?*** The proposed governmental use will not have adverse impact on adjacent and nearby properties.
5. ***Would any of the permitted uses and density allowed in the proposed zoning classification cause an excessive burden on existing streets, utilities, city services, or schools?*** No, the proposed use will not cause an excessive burden on streets, schools or city services. Construction of a water treatment facility will improve water capacity throughout the area.
6. ***Do existing or changing conditions in the area support either approval or disapproval of the proposed zoning classification?*** Continued growth in Houston County supports the addition of a water supply and treatment facility.
7. ***Does the subject property have a reasonable economic use as currently zoned?*** No, major utility facilities are not a permitted use in the C-2 General Commercial District. As the property is currently zoned, it could be developed and used for various commercial uses but this may not be attractive due to the surrounding area being primarily residential in nature.

STAFF RECOMMENDATION:

Staff recommends approval to rezone the subject property from C-2 General Commercial to GU Governmental Use.



Where Georgia comes together.

Application # RZNE
0047-2026

Application for Rezoning

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Houston County Board of Commissioners	Houston County Board of Commissioners
*Title	Utility Director	
*Address	200 Carl Vinson Parkway, Warner Robins, Ga 31088	
*Phone	[REDACTED]	
*Email	[REDACTED]	

Property Information

*Street Address or Location	2520 HWY 127
*Tax Map Number(s)	Portion of 0P0490017000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property;

Request

*Current Zoning District	c2	*Proposed Zoning District	gu
*Please describe the existing and proposed use of the property <u>Note: A Site Plan or other information which fully describes your proposal may benefit your application.</u>			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- *Fees:
 - Residential Zoning (R-Ag, R-1, R-2, R-3) - \$325.00 plus \$28.00/acre
 - Non-residential Zoning (other than R-Ag, R-1, R-2, R-3) - \$543.00 plus \$43.00/acre
- *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- 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.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. Public hearing sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
- *The applicant must be present at the hearings to present the application and answer questions that may arise.
- *Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes No
If yes, please complete and submit a Disclosure Form available from the Community Development office.

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

9. Signatures:

*Applicant <i>Terry Dutch</i>	*Date <i>3/31/26</i>
*Property Owner/Authorized Agent <i>Brian Jones</i>	*Date <i>3/31/26</i>

Standards for Granting a Rezoning

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

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed zoning classification complies with the Comprehensive Plan and other adopted plans applicable to the subject property;
- (2) Whether all of the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties;
- (3) Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties;
- (4) Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools;
- (5) Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification; and
- (6) Whether the subject property has a reasonable economic use as currently zoned.

LEGEND

- 1/2" REBAR SET
- 12" REBAR FOUND UNLESS OTHERWISE NOTED
- OPEN TOP PIPE FOUND
- △ CALCULATED CORNER
- CONCRETE MONUMENT FOUND
- RIGHT OF WAY
- BUILDING LINE
- PROPERTY LINE
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- SANITARY SPINER EASEMENT
- HANDBOLE
- CASTLE BUSH
- JUNCTION BOX
- HOLE IN DRIVE
- HEADWALL
- CURB
- PAVEMENT
- CRK
- LANDMARK LINE
- FIRE HYDRANT
- FENCE LINE
- FENCED AREA BEYOND
- POINT OF BEGINNING
- SURVEY MONUMENT

SURVEY CERTIFICATION

IT IS CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN THEREIN ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL SURVEYING AND PLATTING REQUIREMENTS OF THE LAND REGULATION REGULATIONS OF THE CITY/COUNTY HAVE BEEN FULLY COMPLIED WITH.

IF THERE IS ANY DISCREPANCY BETWEEN THIS SURVEY AND THE RECORDS OF THE CITY/COUNTY BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OF C.G.A. 18-2-1 AUTHORITY OF C.G.A. 18-2-1, 18-2-2, 18-2-3, 18-2-4, 18-2-5, 18-2-6, 18-2-7, 18-2-8, 18-2-9, 18-2-10, 18-2-11, 18-2-12.

PREPARED BY: *McLead*
 REGISTERED PROFESSIONAL LAND SURVEYOR STATE NO. 2418

REFERENCES
 P.B. 49, PG. 139
 P.B. 54, PG. 142

Approved for Recording

Bryan Wood
 Digitally signed by Bryan Wood
 Location: City of Perry
 Date: 2025.03.15
 11:30:26-0400

TOTAL AREA: 10.00 ACRES

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

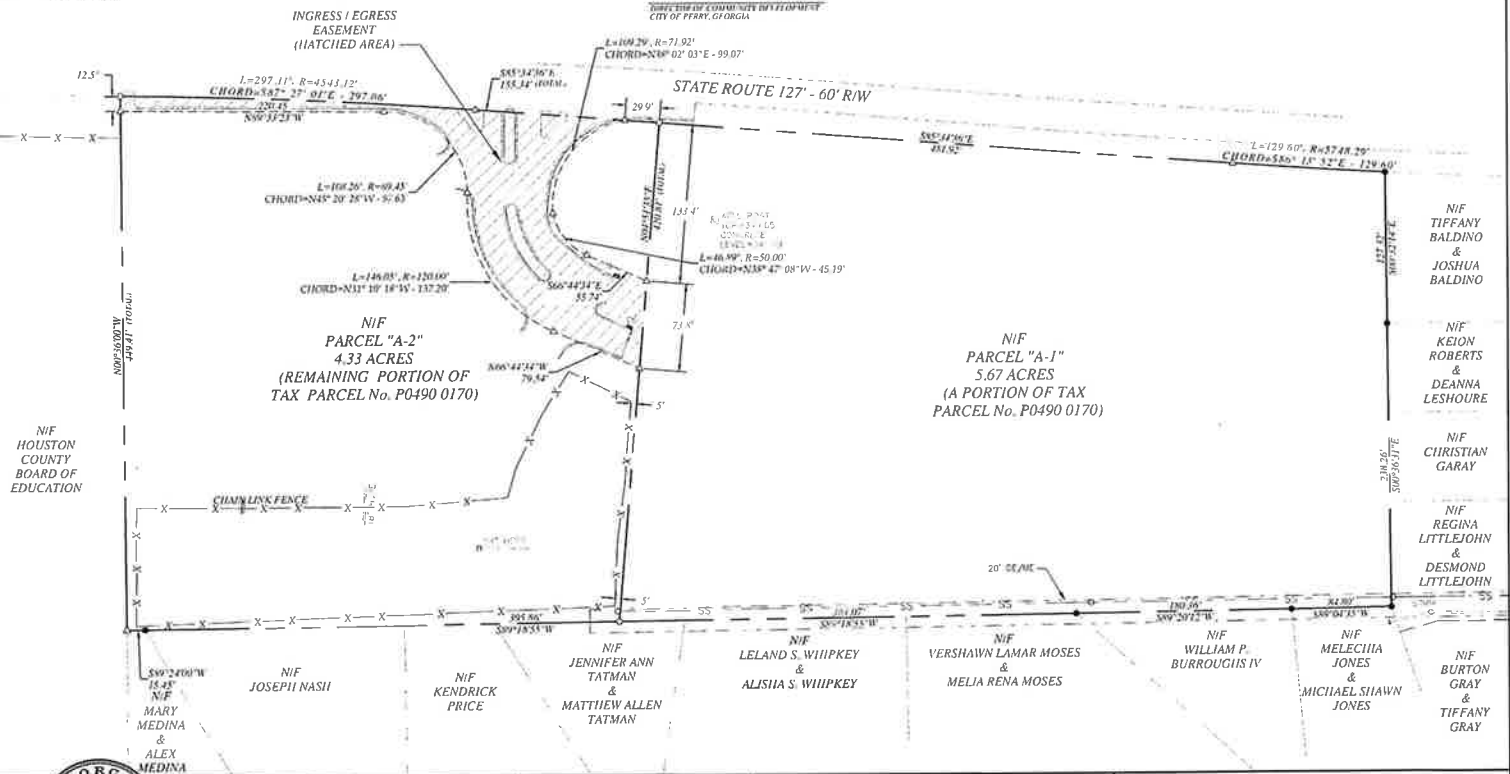
THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS OBTAINED BY USING A TOPCON GTS 2110, AND HAS A LINEAR PRECISION RATIO OF ONE FT. IN 1,000 FEET AND AN ANGULAR ERROR OF 0.5 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPOUND RULE. THIS PLAT HAS BEEN CHECKED FOR MATHEMATICAL ACCURACY AND CLOSURE WITHIN ONE FT. IN 100,000 FEET.

A CHUANG TO INFORMATION SHOWN ON F.M.A. COMMUNITY PANEL NUMBER 11514 C0011, EFFECTIVE DATE 5/17/2018 IN 2017, NO PORTION OF THIS PROPERTY IS LOCATED IN A F.F.A. FLOOD HAZARD ZONE.



Type: GEORGIA STANDARD PLATS
 Recorded: 7/18/2025 10:33:00 AM
 Fee Amt: \$10.00 Page: 1 of 1
 Houston County Georgia
BK 85 PG 288

FOR THE CLERK OF SUPERIOR COURTS USE ONLY



NO.	DATE	REVISION

COUNTY: HOUSTON
 DISTRICT: 10TH
 LAND LOT: 203
 DATE: 6/5/2025
 SCALE: 1" = 60'
 JOB NO: 0206-007

McLead SURVEYING

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

Type: GEORGIA LAND RECORDS
Recorded: 12/10/2025 12:28:00 PM
Fee Amt: \$25.00 Page 1 of 3
Transfer Tax: \$0.00
Houston County Georgia
Terri L Childers Clerk of Superior Court

BK 10757 PG 776 - 778

(Above space for recording officer use.)

File No.: P'25-#245

WALKER HULBERT GRAY & MOORE, LLP
P. O. Box 1770 / 909 Ball Street
Perry, Georgia 31069
Attorney: MICHAEL G. GRAY

STATE OF GEORGIA
COUNTY OF HOUSTON

LIMITED WARRANTY DEED

THIS INDENTURE, Made the 10th day of December, in the year two thousand twenty-five (2025), between

HOUSTON HOSPITALS, INC.,
a Georgia Non-Profit Corporation

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

and

HOUSTON COUNTY BOARD OF COMMISSIONERS

of the County of Houston and the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable Considerations and Ten (\$10.00) and NO/100----DOLLARS, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey or confirm unto the said Grantee:

All that tract or parcel of land situate, lying and being in Land Lot 203 of the Tenth (10th) Land District of Houston County, Georgia, being known and designated as **Parcel "A-1"**, containing 5.67 acres, as shown on a plat of survey entitled "**Survey for: Houston County Public Works**", prepared by McLeod Surveying, and bearing the seal and certification of Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated May 5, 2025, recorded in Plat Book 85, Page 288, Clerk's Office, Houston County Superior Court. Said plat of survey being incorporated herein by reference for all purposes.

Source of Title: Deed Book 1482, Pages 275-276, said Clerk's Office
Houston County Tax Map Parcel No: Portion of OP0490 017000
Street Address: 2510 U.S. Highway 127, Perry, Georgia

Said real property is conveyed subject to the Permitted Exceptions set forth on Exhibit "A" attached hereto and by this reference made a part hereof for all purposes.

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

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

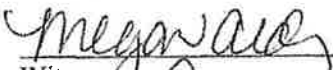
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.


HOUSTON HOSPITALS, INC.

By: 
Kevin Splaine, Chief Executive Officer

Attest: 
Michael Loftus, Chief Financial Officer

Signed, sealed and delivered
in the presence of:


Witness



Notary Public
My Commission Expires: 6/2/26

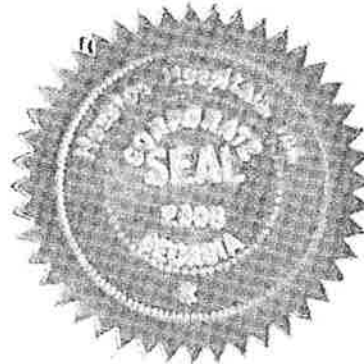


EXHIBIT "A"
Permitted Exceptions

1. 20 foot drainage easement and utilities easement as shown on plat of survey recorded in Plat Book 85, Page 288, Houston County, Georgia records.
2. Sanitary Sewer Easement as shown on plat of survey recorded in Plat Book 85, Page 288, Houston County, Georgia records.

Type: GEORGIA LAND RECORDS
Recorded: 12/10/2025 12:30:00 PM
Fee Amt: \$25.00 Page 1 of 5
Houston County Georgia
Terri L Childers Clerk of Superior Court

Note to Clerk: Please cross reference to:
Plat Book 85, Page 288

BK 10757 PG 779 - 783

(Above space for recording officer use)

INGRESS AND EGRESS EASEMENT AGREEMENT

THIS INGRESS AND EGRESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 10th day of December, 2025 (the "Effective Date"), by and between **THE HOSPITAL AUTHORITY OF HOUSTON COUNTY, GEORGIA** ("Hospital") and **HOUSTON COUNTY BOARD OF COMMISSIONERS** ("County"). Hospital and County may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS:

A. Hospital is the fee owner of certain real property located adjacent to the County Property (defined below) on its western boundary, situate, lying and being in Land Lot 203, 10th Land District, Houston County, Georgia, more particularly described as **Parcel "A-2", comprising 4.33 acres** (the "Hospital Property"), as shown on plat of survey (the "Plat") recorded in Plat Book 85, Page 288, Clerk's Office, Houston County Superior Court. A copy of the Plat is attached hereto and marked Exhibit "A" for identification purposes.

B. County is the fee owner of certain real property located adjacent to the Hospital Property on its eastern boundary, situate, lying and being in Land Lot 203, 10th Land District, Houston County, Georgia, more particularly described as **Parcel "A-1", comprising 5.67 acres** (the "County Property"), as shown on the Plat.

C. County has requested, and Hospital has agreed, to provide an easement for ingress and egress to benefit the County Property as provided herein.

D. The Parties desire to enter into this Agreement in order to create easements and obligations governing the Hospital Property and the County Property, as more particularly set forth below, so that the Hospital Property and the County Property shall be held, sold and conveyed subject to the terms and conditions set forth in this Agreement.

STATEMENT OF AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Access Easement.**

(a) Access Easement: Hospital hereby grants and conveys to County, its successors and assigns, and its agents, invitees, licensees, contractors, occupants and tenants, for

the benefit of the County Property, a perpetual, non-exclusive, appurtenant easement for vehicular and pedestrian ingress and egress and all customary access purposes (the "County Access Easement") on, over and across that certain "Ingress/Egress Easement (Hatched Area)" (the "Access Drive"), as shown on the Plat, providing access to and from the County Property to State Route 127.

(b) No Further Rights. The easement rights granted herein are limited to the use of the Access Drive specifically described only, and solely in the manner and for the purposes herein set forth, and shall not include or be deemed to include any right to utilize other portions of the Hospital Property outside of the Access Drive described, for any purpose, except as specifically provided in this Agreement.

2. Maintenance. The Access Drive shall be maintained by Hospital in good condition and repair. Hospital shall pay all costs incurred for maintenance and repair of the Access Drive. County shall have no obligation or responsibility in connection with improvements, maintenance or repair to the Access Drive. Provided, however, that County shall pay for all costs incurred in the maintenance and repair of the Access Drive caused by its use of same, or the use of its agents, invitees, licensees, contractors, occupants and tenants, as more fully set forth in Section 3 below.

3. Indemnity and Insurance. County hereby unconditionally indemnifies, releases and agrees to hold harmless Hospital, its officers, directors, trustees, agents, representatives, contractors and successors in title, against any and all liens, claims, liability, loss, damage and expenses, including reasonable attorneys' fees, expert and consultant fees and all other costs of litigation, and for all loss of life, injury to persons or damage to property, arising out of or as the result of County's exercise of its rights granted by this Agreement. Any damage to or destruction of the Hospital Property, the Access Drive or any portion thereof caused by the negligence or willful misconduct of County, its agents, tenants, employees, invitees, guests or contractors, shall be repaired at the sole cost and expense of County. County shall carry insurance against personal injury and property damage, in commercially reasonable policy limit amounts and with reasonable policy deductibles, sufficient to satisfy the foregoing indemnity obligations. Each policy shall be written by a reputable and financially sound insurance company duly licensed and admitted in the State of Georgia and shall name Hospital as an additional insured. Upon request, County shall provide to Hospital certificates of insurance evidencing the coverage contemplated herein.

4. Liens. In the event any mechanic's or materialman's lien or other lien or charge is filed against Hospital Property, or any part thereof, in connection with any improvements constructed or maintained as provided herein or other work performed by or on behalf of County pursuant to the rights granted herein, County agrees to promptly take such action as is necessary to have the lien discharged of record within twenty (20) days of notice.

5. Non-Performance; Remedies. In the event of default hereunder, the non-defaulting Party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, specific performance and injunctive relief.

6. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served (a) the same day if delivered in person to the party to whom it is addressed, (b) three (3) business days after deposit in the U.S. mail if sent postage prepaid

by U.S. registered or certified mail, return receipt requested, or (c) one (1) business day after deposited with a nationally recognized overnight carrier service, in each case addressed to a Party as follows:

As to Hospital: Houston Hospitals, Inc.
 Attn: CEO
 1601 Watson Boulevard
 Warner Robins, Georgia 31093

As to County: Houston County Board of Commissioners
 Attn: Chairman
 200 Carl Vinson Parkway
 Warner Robins, Georgia 31088

7. Covenant Running with Land. The covenants and easements created and declared in this Agreement shall be perpetual covenants attaching to and running with the land and shall inure to the benefit of and be binding upon the Parties and current and future owners of the Hospital Property and the County Property, together with their respective heirs, executors, personal representatives, successors and assigns.

8. No Third-Party Beneficiaries; No Rights in Public. No provision of this Agreement shall be construed to create any rights or benefits in any person or entity other than the Parties and their respective successors, tenants, assigns, and mortgagees (if any). The easement and other rights created in, and the restrictions imposed by, this Agreement do not, and are not intended to, and shall not be construed to, create or dedicate any easements or rights in or for the benefit of the general public for any public purpose. The Parties may agree to take such actions from time to time which, in their opinion, may be legally necessary and sufficient to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any person other than the Parties and (to the extent expressly provided herein) their respective successors, tenants, assigns, and mortgagees.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.

10. Modifications. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or part, unless such agreement is in writing and signed by all of the Parties subject to this Agreement. This Agreement, including the attached Exhibit, contains the entire agreement governing the subject matter contained herein.

11. Waiver of Default. No waiver of any obligation by any Party subject to this Agreement shall be implied from any omission by the other Party to take any action in respect of such obligation.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia and any applicable federal laws and regulations.

13. Attorneys' Fees. If either Party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by either Party of any of the terms hereof, the

losing or defaulting Party shall pay to the prevailing party its reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "prevailing party" means the Party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

THE HOSPITAL AUTHORITY OF HOUSTON COUNTY, GEORGIA

By: [Signature]
John ~~Harley~~, Board Member
Harley

(Authority Seal)

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 4/1/2027



HOUSTON COUNTY BOARD OF COMMISSIONERS

By: [Signature]
Dan Perdue, Chairman

(County Seal)

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____



K Thomas Hall
NOTARY PUBLIC
Houston County, Georgia
My Commission Expires
December 2, 2027

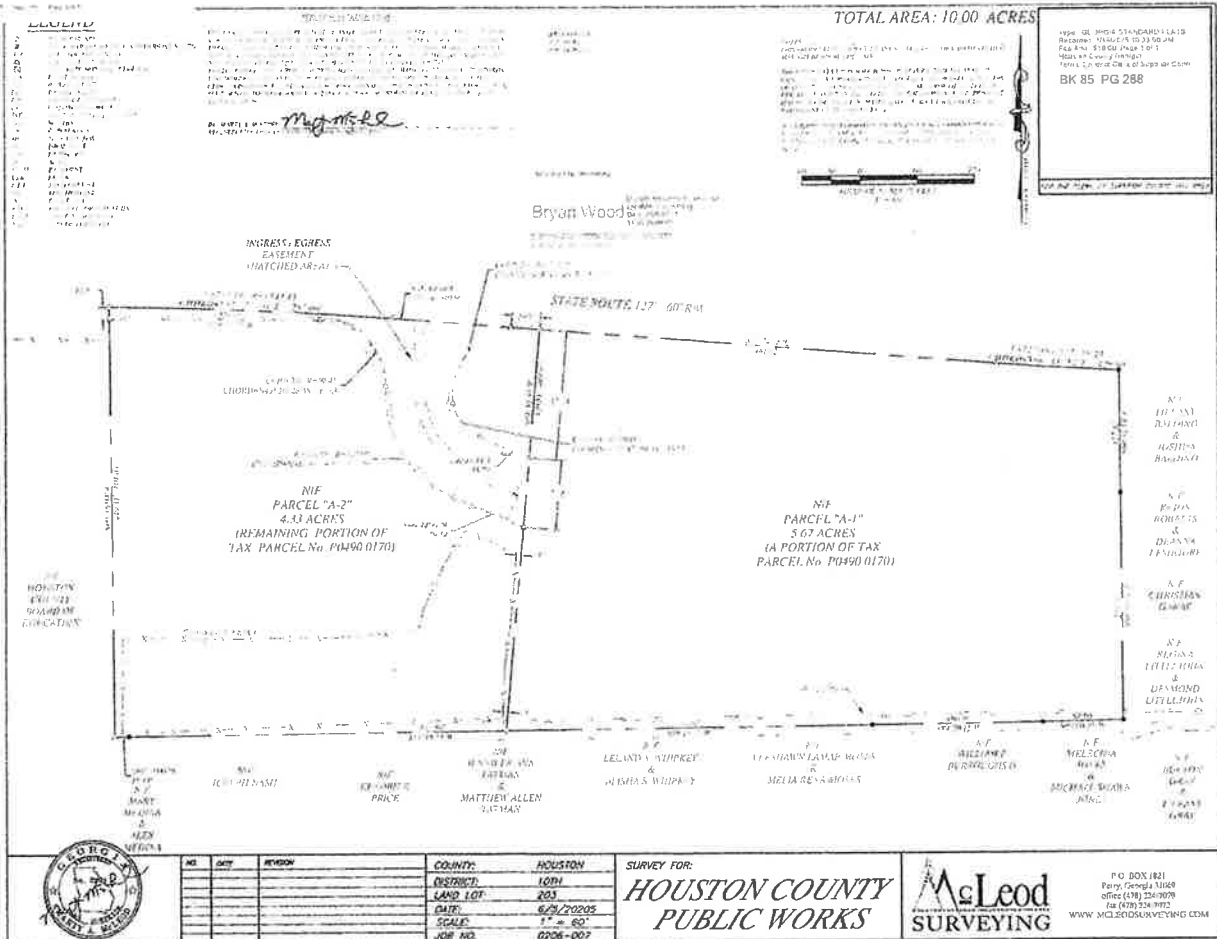


EXHIBIT - A

