



Where Georgia comes together.

## **STAFF REPORT**

From the Department of Community Development

January 8, 2025

**CASE NUMBER:** RZNE-0154-2024

**APPLICANT:** Carlton Maye, Jr.

**REQUEST:** Rezone from M1, Wholesale & Light Industrial to MUC, Mixed Use Center

**LOCATION:** 0 Bradley Street (941 Gardner Drive); 0P0280 025000

**BACKGROUND INFORMATION:** The applicant is proposing to rezone a vacant, 2.46-acre plot to a form-based code zoning classification. This would allow him to build a mortuary on the parcel, increasing investment and the number of businesses in the area.

### **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 on this property.

#### **1. The existing land uses and zoning classification of nearby property.**

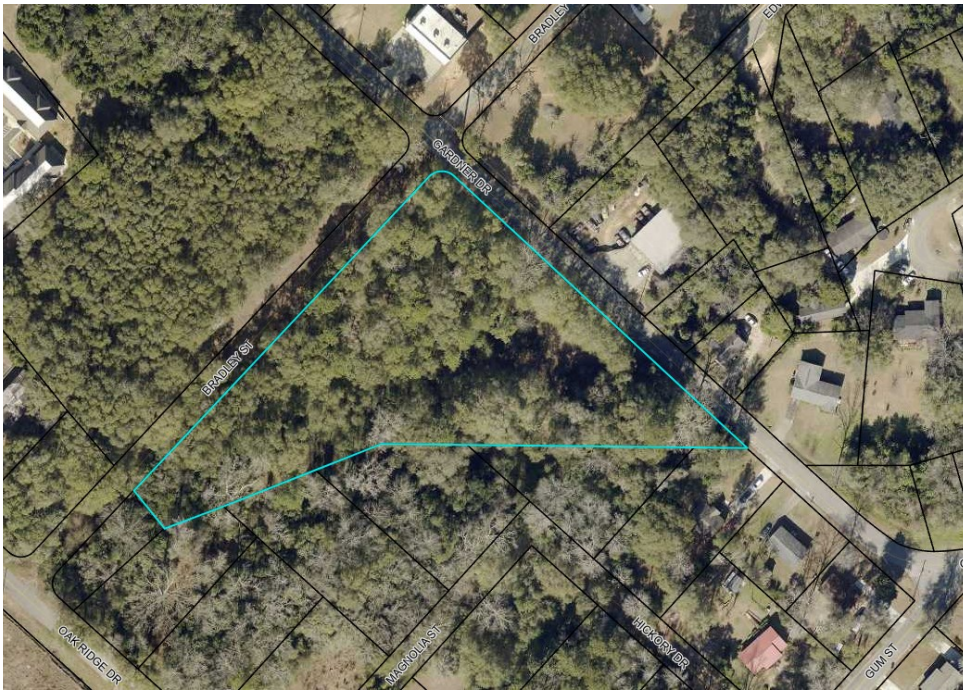
	<b>Zoning</b>	<b>Land Use</b>
North	NMU, Neighborhood Mixed Use	Commercial, Single-family residential
South	R2, Single-family Residential	Single-family Residential
East	R2, Single-family Residential	Single-family Residential
West	MUC, Mixed Use Center	Undeveloped, Commercial

2. **The suitability of the subject property for the zoned purposes.** The property is suitable for light industrial use. However, that type of use would be an outlier, given the surrounding zonings and uses in the neighborhood.
3. **The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** Property values are not diminished by the current zoning.
4. **The extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public.** There is no destruction of property values.
5. **The relative gain to the public as compared to the hardship imposed upon the individual property owner.** The public would gain from increased investments and access to services in the area.
6. **Whether the subject property has a reasonable economic use as currently zoned.** The property has a reasonable use as zoned, but it has not been developed since being platted in 1982.
7. **The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property.** The property has been vacant for over 40 years; records showing the change to the current zoning designation are unclear. There is an approved plan for the parcel on the other side of Bradley Street (unopened). However, we are unsure of when that project will begin.
8. **Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** The proposed use will increase development in an area that has not had much in several years. It will also increase residents' access to services and options for services in the area.

9. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** The proposed rezoning will have no affect on the use or usability of adjacent or nearby properties.
10. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The parcel is in a Redevelopment character area in the 2022 Joint Comprehensive Plan which calls for infill development and adaptive reuse of buildings. Changing the zoning to MUC better aligns with nearby zonings and supports the Council's initiative to increase opportunities for development near and around General Courtney Hodges Blvd.
11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** Facilities and services are available in the area; this rezoning will have no adverse effects on those or schools.
12. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.** The Council supports investment into the corridors that lead residents and visitors into Downtown. The General Courtney Hodges Blvd corridor is one of the main entrances into the City and should experience investments that enrich the community, diversify services, and beautify property.

**STAFF RECOMMENDATION:**

Staff recommends approval of this application.

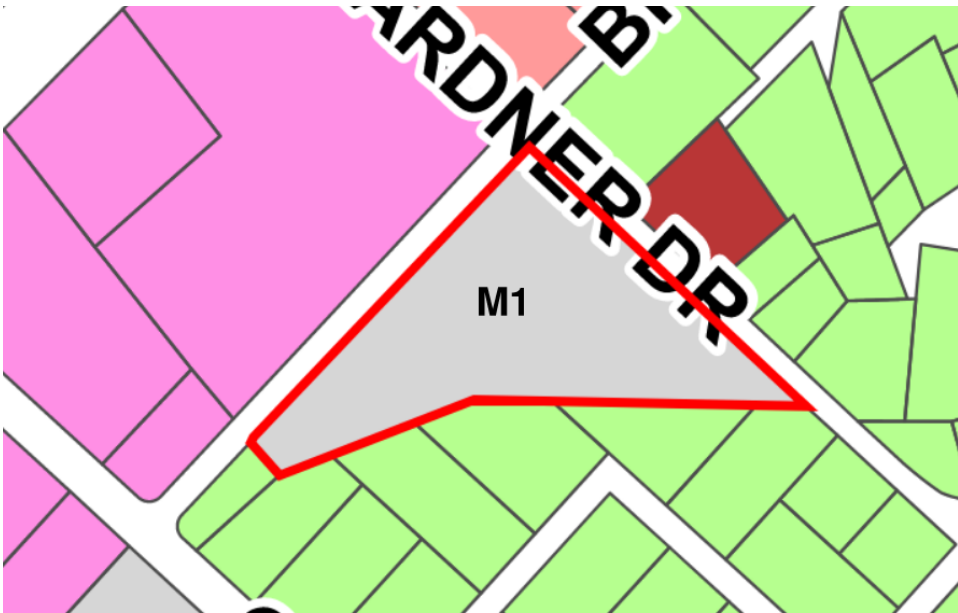


RZNE-0154-2024

0 Bradley ST

Rezone from M1, Wholesale  
& Light Industrial to MUC,  
Mixed-Use Center

Aerial



Zoning



Character Area



Where Georgia comes together.

Application # RZNE 154-2024

### Application for Rezoning

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Carlton Mays, Jr.	C. J. Mays Operations
*Title		
*Address	[REDACTED]	Ø Bradley St, Perry GA 31069
*Phone	[REDACTED]	
*Email	[REDACTED]	

#### Property Information

*Street Address or Location	Ø Bradley Street
*Tax Map Number(s)	Ø P0280 025000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a mete and bounds description of the land if a deed is not available; B. Provide a survey plat of the property;

#### Request

*Current Zoning District	M1	*Proposed Zoning District	MUC
*Please describe the existing and proposed use of the property Note: A Site Plan or other information which fully describes your proposal may benefit your application. Undeveloped M1 Property to MUC - providing mortuary services.			

#### 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) - \$316.00 plus \$27.00/acre
  - Non-residential Zoning (other than R-Ag, R-1, R-2, R-3) - \$527.00 plus \$42.00/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 C.J. Maye Operations	*Date 11/22/24
*Property Owner/Authorized Agent Carlton Maye, Jr.	*Date 11/22/24

**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? *NO, The proposed zoning is similar to neighboring properties.*

- (1) The existing land uses and zoning classification of nearby property; *Similar*
- (2) The suitability of the subject property for the zoned purposes; *vacant*
- (3) The extent to which the property values of the subject property are diminished by the particular zoning restrictions; *NO*
- (4) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public; *yes*
- (5) The relative gain to the public as compared to the hardship imposed upon the individual property owner; *no*
- (6) Whether the subject property has a reasonable economic use as currently zoned; *NO*
- (7) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; *NO*
- (8) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property; *vacant*
- (9) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property; *vacant*
- (10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan; *yes*
- (11) Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools; and *NO*
- (12) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal. *NO*

RETURN TO:  
Scott B. Thompson, Sr.  
P.O. Box 1586  
Dublin, Georgia 31040  
478-272-4440  
sthompson@nlamerica.com

LENDER:  
Morris Bank  
NMLS: 486851  
Loan Originator: BUCKY DIXON  
NMLS: 505882

Map/Parcel No.: OPO280 025 000  
Loan Amount: \$28,000.00  
Initial Maturity Date: 11/12/2029  
Intangible Tax: \$84.00

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[Space Above This Line for Recording Data]

## SECURITY DEED

STATE OF GEORGIA  
COUNTY OF HOUSTON

THIS INDENTURE, Made the 12<sup>TH</sup> day of November 2024, between,

C.J. MAYE OPERATIONS,  
a General Partnership Composed of Carlton G. Maye, Jr. and Kendrick Mack

as party or parties of the first part, hereinafter called *Grantor*, and

MORRIS BANK

whose address is Post office Box 520, Dublin, Georgia 31040 as party or parties of the second part, hereinafter called *Grantee*.

WITNESSETH, That Grantor, for the consideration hereinafter set forth, does hereby grant, bargain, Sell, alien, convey and confirm unto the said Grantee, the following described property:

**SEE ATTACHED EXHIBIT "A"**

THIS CONVEYANCE INCLUDES all buildings, structured and improvements now or hereafter situated on the above described property and all air conditioning units, heating, plumbing (including heaters and tanks), lighting fixtures, and appliances, now or hereafter attached to or used in connection with improvements on said property, and also includes all rents from said property whether now or hereafter existing.

TO HAVE AND TO HOLD said **property and its appurtenances forever In Fee Simple**, unto the said Grantee, the successors and assigns of Grantee. **Grantor** covenants that Grantor in lawfully seized and possessed of said described property, and has a good title thereto, and right to convey same. Grantor warrants the title to said described property unto Grantee and unto the successors and assigns of Grantee against the lawful claims of-all persons whomsoever.

THIS CONVEYANCE is intended to operate as provided in Title 44, Chapter 14, Article 3 of the official Code of Georgia Annotated, and Acts of the General Assembly amendatory thereto, in regard to the sale of property to secure debts, and to pass the title to the property described unto Grantee, the debt hereby secured being

One Promissory Note of even date in the principal amount of \$ 28,000 which has a maturity date of 11/12/2029.

together with all extensions and renewals thereof in whole or part, whether evidenced by new note, extension agreement or otherwise, and together also with the other obligations herein described or referred to.

This instrument shall further secure any and all amounts which by contract Grantor is now or hereafter becomes indebted to Grantee, and whether direct or indirect, as maker, endorser, guarantor, surety or otherwise; and if there is more than one Grantor hereunder, this instrument secures any indebtedness which the exact same Grantors, jointly, now or hereafter owe Grantee.

The debt hereby secured shall become due and payable, at the option of the Grantee, upon the occurrence of any one or more of the following events without the prior written consent of Grantee, its successors or assigns: (1) the sale or conveyance of any part of the property hereby conveyed or any interest therein, (2) the execution of a contract for the sale of any part of the property or any interest therein accompanied by or followed by delivery of possession of the property to the purchaser or a nominee of the purchaser, (3) the grant of a leasehold interest for a period of more than three years, or of a leasehold interest which is renewable at the option of the lessee for a period extending more than three years from the date of the grant, (4) the grant of a leasehold interest for any period of time by document which also grants an option to purchase, or (5) the grant of an option to purchase any part of the property hereby conveyed for a period in excess of six months or renewable at the option of the optionee for A period extending more than six months beyond the date of the option.

Should this deed be inferior to the lien of any other security instrument or instruments, or should it hereafter be subordinated to the lien of any other security instrument or instruments, any default *by Grantor* In the payment of the indebtedness secured by such other instrument or instruments or any default by Grantor in any of the terms and conditions of such other instrument or instruments shall give the Grantee herein, its successors and assigns the right to declare immediately due and payable the entire indebtedness hereby secured.

And Grantee shall be subrogated to all rights and liens of any person whose charge or lien shall be paid off out of proceeds of the indebtedness above described.

Grantor agrees to keep said personal property and all improvements now or hereafter erected on said land in good condition and repair and not to commit or permit waste; to promptly pay as same become due all taxes and assessments that may be liens on property covered hereby and to furnish Grantee, if demanded, evidence of such payment; and to keep all said property and improvements fully insured against fire and storm, and against war risk if demanded, for the benefit of Grantee in

such manner, amounts and companies as may be satisfactory to Grantee, and promptly deliver policies of such insurance and renewals thereof, to Grantee, with evidence of payment of premiums.

In the event Grantor, his personal representatives or assigns, shall fail to pay any taxes or assessments that may be liens upon said property, or shall fail to deliver to Grantee policies of insurance and renewals thereof with evidence of payment of premiums thereon, or shall fail to make timely payments on all sums secured by any prior conveyance to secure debt, or shall allow default to occur under the terms and conditions of such prior conveyance to secure debt, then Grantee or the holder of this deed may pay such unpaid taxes and assessments, or may have such insurance written and pay the premiums thereof, or may make the payments on the sums secured by the prior conveyance to secure debt, or may advance the necessary sum to cure any default under the terms and conditions of such prior conveyance to secure debt; and all amounts so paid, with interest on said amounts at the same rate as provided in the then most recently executed note secured by this instrument (but not to exceed the maximum rate allowed by applicable law), shall be secured by this deed and shall be repaid to the holder of this deed within (10) days after such payment, and all of this irrespective of whether or not a sale of the property has been made by Grantor or a junior lien created by or against Grantor thereon and notice of such sale or lien given to Grantee.

And should the Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor to enable Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payments ever took place.

Should any tax be imposed on this instrument or on the indebtedness secured hereby, or should any amount secured hereby or interest thereon, or any insurance premiums, taxes or assessments not be paid when due or upon the actual or threatened demolition or removal of any property conveyed by this deed or of any improvements, now or hereafter erected on premises covered hereby, or in case of default in the due observance of any covenant herein by Grantor, all amounts secured hereby shall, at the option of Grantee, at once become due and payable, time being of the essence of the contract.

It is the intention of the Grantee and Grantor to establish a perpetual or indefinite security interest in the property conveyed to secure debt, pursuant to official Code of Georgia Annotated section 44-14-80,

Whenever the debt secured hereby or any part hereof shall be in default, either according to the tenor of any note or by virtue of any condition herein, Grantee, or the agent of Grantee, may enter upon and take possession of said property, and collect the rents and profits thereof and apply the same to the payment of any indebtedness secured hereby.

In case the debt hereby secured shall not be Paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at the time and place and in the usual manner of the sheriff's sales in the county where the land or any part thereof lies. The proceeds of said sale shall be applied, first to the payment of All amounts secured hereby with interest, all unpaid assessments and taxes, the expenses of sale attorney's fees, and the remainder to be paid to Grantor, the agent or legal representative or assignee of Grantor.

Grantee, the agent, successors or assigns of such party, or the Sheriff aforesaid, is authorized to make to any purchaser of said property Fee Simple titles to the same, thereby divesting out of the Grantor all right, title and equity that said party has, or may hereafter have, in and to said property,



and vesting the same in the purchaser thereof; and the purchaser may enter upon the premises and take possession of all improvements thereon and property herein conveyed and dispossess and any and all persons in possession under grantor, said Grantor agreeing that possession will be surrendered without let or hindrance of any kind.

Grantee, upon complaint filed or other legal proceeding being commenced to realize on the security afforded by this deed, may apply for and shall as a matter of right and without consideration of the value of the property conveyed as security for the amounts due Grantee or of the solvency of any person or persons obligated for the payment of such amounts and without notice, be entitled to the appointment by any competent court of a receiver to take charge of and hold the property hereby conveyed and the rents, issues and profits thereof, for the benefit of Grantee.

Wherever the word, "Grantor" is used herein the same shall be construed to include, when appropriate, either gender and both singular and plural, as shall also the pronouns used herein, which are applicable thereto, and the grammatical construction of sentences shall conform thereto.

Any transferee hereof, his agent or legal representative, shall have all the rights, powers, privileges and options hereby vested in Grantee; and any successor to Grantor in title to the property hereby conveyed shall be charged with the performance of all covenants made by Grantor herein, and shall be responsible for all duties and obligations herein imposed on Grantor.

But the foregoing powers for realizing on this security are cumulative only of the remedies to which Grantee and the successors and assigns of Grantee may be entitled under the laws of Georgia.

IN WITNESS WHEREOF, this security deed has been signed and sealed by Grantor.

Signed, sealed and delivered  
in the presence of:

Lara B. Minch

Witness

Renee Green

Notary Public

(NOTARY SEAL)

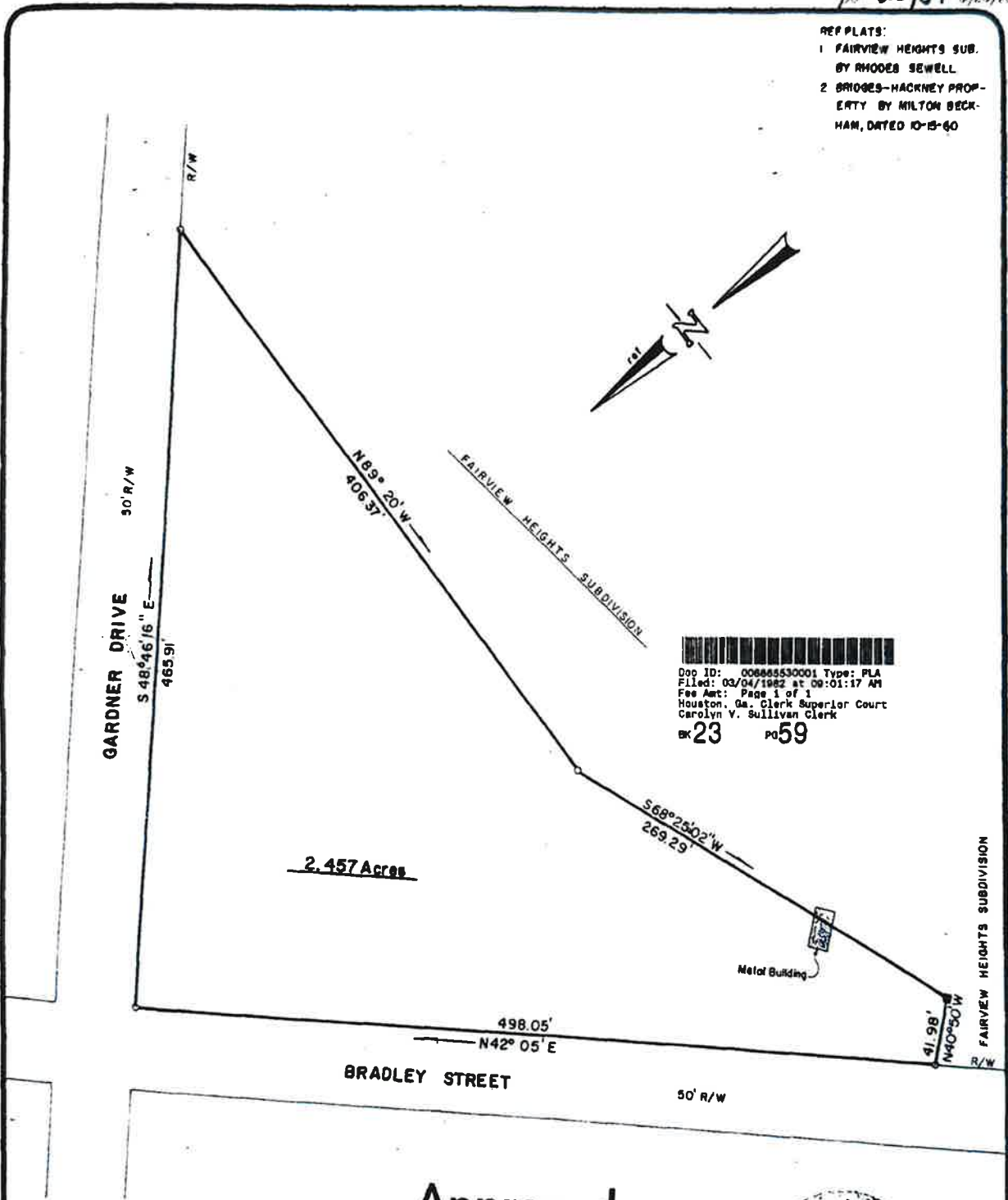


C.J. MAYE OPERATIONS, a General Partnership

Carlton G. Maye, Jr. (Seal)  
CARLTON G. MAYE, JR., General Partner

Kendrick Mack (Seal)  
KENDRICK MACK, General Partner

REF PLATS:  
1 FAIRVIEW HEIGHTS SUB.  
BY RHODES SEWELL  
2 BRIGGS-HACKNEY PROP-  
ERTY BY MILTON BECK-  
MAN, DATED 10-13-60



Doc ID: 00685530001 Type: PLA  
Filed: 03/04/1982 at 09:01:17 AM  
Fee Amt: Page 1 of 1  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk  
BK 23 PO 59

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 29,168 FEET AND AN ANGULAR ERROR OF 00° 00' 02\"/>

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300,000 FEET.

Approved

By R. P. Clifton  
INSPECTION DEPT.  
CITY OF PERRY 6/14/80



- IRON PIN PLACED
- IRON PIN FOUND
- CONCRETE MONUMENT FOUND

In my opinion, this plat is a correct representation of the land plat 2 and has been prepared in conformity with the minimum standards and requirements of law.  
Richard L. Jones  
RICHARD L. JONES

SURVEY FOR  
**ROY E. MADDOX, SR.**  
LAND LOT 274 13th DISTRICT  
HOUSTON CO. PERRY, GEORGIA  
SCALE 1"=60' JUNE 9, 1980

MICROFILMED

0 30 60 120'