



## Planning Commission

### Regular Session Agenda

**Thursday, January 15 2026 at 6:00 pm**

**Chairperson:** *Ricky Thrash 2027*

**Vice Chair:** *Ellen Shellabarger 2027*

**Board Member:** *Carol Smith 2027*

**Board Member:** *Andrew Smith 2026*

**Board Member:** *Adrain Porter 2026*

**Board Member:** *Susan Harrell 2027*

Approval of Agenda

Approval of Minutes – December 18, 2025

#### New Business

1. Chair and Vice-Chair Appointment
2. Draft Development Agreement for Martins Meadows, Parcel No. 0213D000038, 0213D000035, Applicant : Sawgrass Development
3. Hillstar Cottages Preliminary Plat Application, Parcel No. 0200000048G, 0200000048F, 0200000048E, 0200000048D, 0200000048C Owner: Chisel Mill Design and Build LLC
4. Shallow Creek Phase 2 & 3 Final Plat Application, Parcel No. 0244D010013, Owner: Shallow Creek Hogansville LLC
5. UDO Amendments – Aaron Fortner

#### Board Member Comments

Next Meeting – February 19, 2026

Adjourn



City of Hogansville  
**Planning & Zoning Board**  
Regular Meeting Minutes

**December 18, 2025 at 6:00 pm**

**Chairperson:** *Ricky Thrash 2027*

**Board Member:** *Ellen Shellabarger 2027*

**Board Member:** *Carol Smith 2027*

**Board Member:** *Andrew Smith 2026*

**Board Member:** *Adrain Porter 2026*

**Board Member:** *Susan Harrell 2027*

**Board Member:** *Richard Woods 2026*

Present: Susan Harrell  
Ricky Thrash, Chair  
Ellen Shellabarger, Vice Chair  
Adrain Porter  
Andrew Smith  
Richard Woods

Also Present: Lisa Kelly, City Manager

Absent Carol Smith

CALL TO ORDER AND MOMENT OF SILENCE

This regular Planning and Zoning Board meeting was called to order at 6:03 pm by Ricky Thrash, who then called for a moment of silence.

APPROVAL OF AGENDA

ADRAIN PORTER moved that the meeting agenda be approved as presented. The motion was seconded by Richard Woods and unanimously approved.

APPROVAL OF MINUTES – NOVEMBER 20, 2025

Upon motion by Adrain Porter, seconded by Richard Woods, minutes of the meeting held NOVEMBER 20, 2025 were approved.

## NEW BUSINESS

1. Lot Split Application for 95 Hutchins Moody Road, Parcel No. 0214000064 Owner: Sheila Melson

Dean Fallen from OP Construction LLC presented the lot split application request for 95 Hutchins Moody Road. This parcel is zoned **CR-MX** with required setbacks of **25 ft front, 10 ft side, 15 ft rear, and 50 ft of road frontage**. The three proposed lots meet all setbacks and provide 65–74 ft of frontage each.

The existing building will be demolished for three new single-family homes, each required to be at least 1,500 sq ft.

### **Motion:**

After discussion, Andrew Smith made a motion to approve the lot split application for 95 Hutchins Moody Road, which was seconded by Adrain Porter. The City of Hogansville’s Planning Commission unanimously approved the lot split. .

2. Hillstar Cottages Preliminary Plat Application, Parcel No. 0200000048G, 0200000048F 0200000048E, 0200000048D, 0200000048C Owner: Chisel Mill Design and Build LLC

Mike Haponski, engineer, and John Knight from Chisel Mill Homes presented a cottage village concept for Chisel Mill Homes. The site is 20.48 acres, zoned CRMR, with 11.93 acres (58%) dedicated to open space. The plan features 116 cottage units at 5.66 units/acre. Approximate cottage footprint: 1,191 sq ft. No individual driveways: shared parking lots will serve residents. 274 parking spaces proposed, exceeding the required 174 (1.5 per unit).

The Planning Commission discussed that the request for the front entrances to be facing the road would not qualify for a variance. Lisa Kelly brought up that the developer should meet with Aaron Fortner of Canvas Planning to discuss different creative ideas for the entrances. Turnipseed comments were received and will be modified in the plat.

### **Motion:**

After discussion, Ellen Shellabarger made a motion to table the decision due to concerns regarding the entrances. This was seconded by Adrain Porter, and The City of Hogansville’s Planning Commission unanimously recommended tabling of this decision.

By unanimous consent, the meeting was adjourned at 6:58pm

Respectfully submitted,

Dhayna Portillo

Community Development Director ☺



STATE OF GEORGIA

COUNTY OF TROUP

MARTIN'S MEADOWS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the “**Effective Date**”), by and between SAWGRASS DEVELOPMENT LLC, a Georgia Limited Liability Company (“**Sawgrass Development**”) and THE CITY OF HOGANSVILLE, a Georgia Municipal Corporation (“**Hogansville**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Sawgrass “intends to develop” those certain tracts or parcels of land identified as Troup County Tax Parcel Identification Numbers 0213D000038 and part of 0213D000035 more particularly described on Exhibit “A” said exhibit being attached hereto and incorporated herein by reference (the “**Property**”) as a 252 residential lot subdivision (the “**Development**” or “**Martin’s Meadows**”); and

WHEREAS, FURTHER, Sawgrass desires that the Property and the 252 subdivision lots within the Development (each a “**Lot**” and collectively the “**Lots**”) be connected to the Hogansville water and sanitary sewer system; and

WHEREAS, FURTHER, Sawgrass has proposed upsizing the sanitary sewer outfall main necessary to serve the Development from an 8” sewer outfall main (running from the Property through Troup County Tax Parcel Identification Numbers 0200 000046, 0200 000043, and 0200 000040) to a 10” and 18” sewer outfall line (the “**Sewer Outfall**”) for future residential and non-residential developments within the City; and

WHEREAS, FURTHER, Sawgrass has an easement through Troup County Tax Parcel Identification Numbers 0200 000046 and 0200 000043 for construction of the Sewer Outfall; and

WHEREAS, FURTHER, Hogansville has acquired or will acquire an easement through Troup County Tax Parcel Identification Number 0200 000040 for construction of the Sewer Outfall; and

WHEREAS, FURTHER, the general location of the Sewer Outfall is shown as a blue line on Exhibit “B-1”; and

WHEREAS, FURTHER, the location of the Sewer Outfall is more particularly shown on that certain “Site Development Drawings for Martin’s Meadows – Hogansville” (the “**Development Plans**”) prepared by Precision United, dated January 6, 2025, and last



revised September 29, 2025, which has previously been submitted to and is on file with Hogansville and is incorporated by reference as if fully included herein;

WHEREAS, FURTHER, Sheets C-800 through C-802 (titled “Downstream Sewer Plan & Profile”) of the Development Plans are attached hereto as Exhibit “B-2” and incorporated herein by this reference.

WHEREAS, Sawgrass will require gas mains to be installed on each Lot that is developed within the Development and will require via deed restriction any person or entity constructing a dwelling on a Lot to install, at the time of initial construction, within the dwelling a minimum of two gas appliances (*e.g.*, stove or furnace), provided that a fireplace shall not constitute a gas appliance for the purposes of this Agreement.

WHEREAS, in consideration of the system improvements to be constructed by Sawgrass pursuant to this Agreement, Hogansville (a) hereby reduces any and all water tap and sewer tap fees by \$2,350.00 per Lot such that the water tap and sewer fees for each Lot shall be \$10,550; (b) hereby waives and agrees not to impose any and every development impact or capital cost recovery fee of any nature or type for any building, structure, dwelling, and every other improvement, including, but not limited to, sanitary sewer facilities, water facilities, stormwater management facilities, roads, or the like within the Development; and (c) represents, warrants, covenants, and agrees that all fees (excluding only building permit fees) payable to Hogansville with respect to the Development of the Property shall be as set forth on Exhibit “C” attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the Parties hereto agree as follows:

#### ARTICLE 1

##### ISSUANCE OF LAND DISTURBANCE PERMITS, BUILDING PERMITS, AND CERTIFICATES OF OCCUPANCY AND RELATED FEES

1.1 As soon as all requirements, under Georgia law and Hogansville ~~Ordinance~~Ordanene, for issuance of a land disturbance permit for the Development have been met and this Agreement is executed by all parties, Hogansville shall issue the land disturbance permit(s) (the “LDP”) for the Development.

1.2 Sawgrass has previously submitted to the City the Development Plans for the LDP. Hogansville acknowledges that the location of the Sewer Outfall, as shown on the Development Plans, does not need to be revised; the City reserves the right require further revisions to the Development Plans unrelated to the Sewer Outfall.

1.3 Currently and when the LDP is issued, the Development Plans (as they currently exist or may be revised) show and will show the Sewer Outfall as presently depicted therein, including no Exhibit “B-2” hereto.

1.4 As part of the construction pursuant to the ~~LDPLPD~~LDPLPD, Sawgrass will construct the Sewer Outfall pursuant to the Development Plans.



1.5 Hogansville has acquired or will use all available means to acquire an easement through Troup County Tax Parcel Identification Number 0200 000040 for construction of the Sewer Outfall. Hogansville represents and warrants to Sawgrass that it will acquire or has acquired the right to permit Sawgrass to ~~construct~~[construction](#) the Sewer Outfall within said easement on said tax parcel.

1.6 Sawgrass will require City gas mains to be installed on each Lot that is developed within the Development and will require via deed restriction any person or entity constructing a dwelling on any Lot to install, at the time of initial construction, within the dwelling [a minimum of](#) two gas appliances (e.g., stove or furnace), provided that a fireplace shall not constitute a gas appliance for the purposes of this Agreement.

1.7 Hogansville represents, warrants, covenants, and agrees that all fees (excluding only building permit fees) payable to Hogansville with respect to the Development of the Property shall be as set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

1.8 Except as permitted by this Agreement, Hogansville hereby waives and agrees not to impose any and every development impact or capital cost recovery fee of any nature or type for any building, structure, dwelling, and every other improvement, including, but not limited to, sanitary sewer facilities, water facilities, stormwater management facilities, roads, or the like within the Development.

1.9 From time to time, upon request, Hogansville agrees to provide Sawgrass [written assurance](#) confirming the terms of this Article 1 (including Exhibit "C" hereto).

## ARTICLE 2 DISPUTE RESOLUTION

2.1 Exclusive Process. Except as specifically provided herein, any dispute arising under or in connection with this Agreement shall be resolved as provided in this Article.

2.2 Negotiation. In the event of a dispute between the Parties arising under this Agreement, the Parties shall first attempt to resolve the dispute by negotiations between the Parties. The Parties shall attempt in good faith to resolve any dispute and shall endeavor to meet in such attempt.

2.3 Arbitration. If the dispute has not been resolved within sixty (60) days from the time that either Party requests a meeting to resolve the dispute, either Party, by written notice to the other, may initiate binding arbitration. Except as provided herein, any arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or similar rules of a similar organization if the American Arbitration Association should not then exist). Such arbitration shall be conducted by a panel of three (3) arbitrators, with one chosen by each of the Parties and the third chosen by the two (2) arbitrators chosen by the Parties. The arbitrators must not have been directly or indirectly employed by or done work for either Party within the five years prior to the date the arbitration is initiated. To the extent the rules and practices of the American Arbitration Association or the terms of this Article are in conflict with Georgia law, the terms of Georgia law shall prevail.

2.4 Expenses. Each Party shall bear the compensation of its respective Party-appointed arbitrator, own attorney/counsel, witnesses, consultants, and employees. All other expenses of the arbitration, including the expenses of the third arbitrator, shall be equally divided.

2.5 Confidentiality. All disputes resolved pursuant to this Article 2 shall be confidential in nature.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations of Sawgrass. As of the date of execution of this Agreement, Sawgrass, represents and warrants that:

- (a) it is an entity subject to the procedures and substantive provisions of the United States Bankruptcy Code applicable to U.S. businesses generally.
- (b) there are no bankruptcy proceedings pending or, to its knowledge, threatened against it.
- (c) there are no legal proceedings that would be reasonably likely to materially adversely affect its ability to perform this Agreement.
- (d) it has knowledge and experience related to financial feasibility of residential developments that enable it to evaluate the merits and risks of this Agreement, and it is capable of assuming such risks.
- (e) it is duly organized, validly existing, and in good standing under the laws of the state of Georgia.
- (f) it has all requisite power to own, operate and carry on its business as contemplated by this Agreement.
- (g) the execution, delivery, and performance of this Agreement and any other documentation that is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party or any law applicable to it;
- (h) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so at the time of such execution and delivery; and
- (i) this Agreement constitutes such Sawgrass's binding obligation enforceable against it in accordance with the terms thereof, subject to any equitable defenses.



3.3 Representations of Hogansville. As of the date of execution of this Agreement, Hogansville represents and warrant that:

- (a) the execution, delivery, and performance of this Agreement and any other documentation it is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action (including but not limited to approval by the Mayor and City Council) and do not violate any of the terms or conditions in its governing documents, any contract, or other agreement to which it is a party or any law applicable to it;
- (b) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so at the time of such execution and delivery, and all individuals required to execute this Agreement to make it a valid and binding obligation of the City have done so;
- (c) this Agreement constitutes such Hogansville's binding obligation enforceable against it in accordance with the terms thereof, subject to any equitable defenses;
- (d) there are no legal proceedings that would be reasonably likely to materially adversely affect its ability to perform this Agreement; and

#### ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 Assignment. Sawgrass shall have the right to assign or transfer any of their rights under this Agreement, in whole or in part, to any person or any business entity at any time without the prior written consent of Hogansville. Hogansville agrees to work in good faith with Sawgrass to assist Sawgrass in any lending transactions arranged by Sawgrass, including, but not limited to, providing any lender of Sawgrass with estoppel letters.

4.2 Termination. Neither Party shall have the right to terminate this Agreement without the advance written consent of the other Party.

4.3 Default. Each Party shall have such remedies for the default of the other Party hereto as may be provided at law or in equity following written notice of such default and failure to cure same within thirty (30) days.

4.4 Successors and Assigns. This Agreement shall be binding and inure to the benefit of the permitted successors, successors in title, and assigns of the Parties.

4.5 No Partnership. Nothing in this Agreement shall be treated as creating a partnership or joint venture between either of the Parties under the laws of any applicable jurisdiction and, except as specifically provided in this Agreement, no Party may act or have any authority to act as agent of or in any way bind or commit another Party to any obligation.

4.6 No Third-Party Beneficiary. Nothing in this Agreement shall be construed to create any duty, obligation, or liability of either Party to any person or entity not a Party to this Agreement.

4.7 Time of Essence: No Waiver. Time is of the essence of this Agreement.

4.8 Amendment. This Agreement may be amended, changed, modified, or altered only in a writing signed by all Parties hereto.

4.9 Notices. All notices under this Agreement shall be given in writing and shall be deemed sufficient if hand delivered, sent by national overnight courier, or sent by registered or certified U.S. Mail, postage prepaid thereon, addressed as follows:

To: Sawgrass Development LLC  
Attn: Legal  
285 West Wieuca Road NE  
PMB 5402  
Atlanta, GA 30342

To: The City of Hogansville  
Attn: City Manager  
111 High Street  
Hogansville, GA 30230

The designation of the person to be notified or the address of said person may be changed at any time by similar notice. Any notice sent in compliance with the requirements of this Section shall be deemed received on the earlier to occur of (i) the date such notice is actually received by the Party or Parties to whom such notice is addressed, or (ii) the seventh (7th) Business Day following the date such notice is deposited with a national overnight courier or in the United States Post Office or any other official depository of the United States mail, provided that the sender receives from such courier or such post office confirmation of actual delivery to the recipient.

4.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.11 Headings. All titles, subjects, headings, articles, and section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the contents or scope of this Agreement.

4.12 Governing Law. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Georgia (without giving effect to the principles of conflict of laws).

4.13 Severability. In the event that any of the terms, covenants, or conditions of this Agreement, its Exhibits, or the application of any such term, covenant, or condition shall be held

invalid by any court or administrative body having jurisdiction, it is the intention of the Parties that in lieu of each such term, covenant, or condition that is invalid, there be added as part of this Agreement, a term, covenant, or condition as similar in terms as possible to such invalid term, covenant, or condition that is deemed valid by such court or administrative body. The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

4.14 Further Assurances. If any Party reasonably determines or is reasonably advised that any further instruments or any other things are necessary or desirable to carry out the terms of this Agreement, the other Party shall execute and deliver all such instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Agreement.

4.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written. The WEHREAS/recital clauses to this Agreement and the Exhibits attached hereto are material parts of this Agreement and are incorporated herein by this and every reference thereto. The Parties represent and warrant to each other and agree that the WEHEREAS/recital clauses to this Agreement are true and correct.

IN WITNESS WHEREOF, The Parties hereto have caused this Development Agreement to be executed in their respective names effective as of the date and year first above written.

**SAWGRASS DEVELOPMENT LLC,**  
a Georgia limited liability company

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

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

By: \_\_\_\_\_  
Austin Wallace, Member

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

My commission expires: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_ 202\_\_



**CITY OF HOGANSVILLE,**  
a Georgia municipal corporation

\_\_\_\_\_

Unofficial Witness

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

\_\_\_\_\_, Mayor

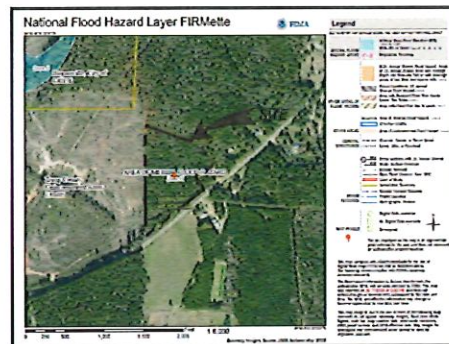
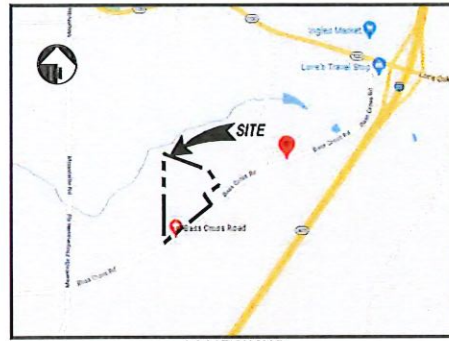
ATTEST:

\_\_\_\_\_

Notary Public

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

\_\_\_\_\_, \_\_\_\_\_



THIS TRACT OF LAND DOES NOT LIE WITHIN THE 100 YEAR  
INTERMEDIATE REGION FLOOD ZONE AS PER THE FEDERAL  
EMERGENCY MANAGEMENT AGENCY AS SHOW ON COMMUNITY-PANEL  
NO. 13285C0070E LAST REVISED 07/03/2012.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.

**EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.**

**ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.**

GPS LOCATION OF THE CONSTRUCTION EXIT FOR THE SITE:  
LATITUDE NXX.XXXXX°  
LONGITUDE WXX.XXXXX°



**Know what's below.  
Call before you dig.**

**\*\*\*CAUTION\*\*\***  
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

***PRELIMINARY PLAT  
FOR  
HILLSTAR COTTAGES***

**LAND LOT 158  
11TH DISTRICT  
CITY OF HOGANSVILLE, GEORGIA**

**ZONED: CR-MR**  
**PARCEL ID# 0200 000048C-G**  
**TOTAL SITE ACREAGE: 20.48 ACRES**  
**TOTAL DISTURBED ACREAGE: 20.48 ACRES**

**OWNER/DEVELOPER**  
**CHISEL MILL HOMES**  
**160 WHITNEY STREET**  
**FAYETTEVILLE, GA 30214**  
**PHONE: 404.585.1945**

**24 HOUR CONTACT:**  
**JOHN KNIGHT**  
**404.538.1068**

**DESIGNED BY:**  
**RIDGE PLANNING AND ENGINEERING**  
**5341 OLD HIGHWAY 5, SUITE 207-350**  
**WOODSTOCK, GA 30188**  
**770.938.9000**  
**CONTACT: MIKE HAPONSKI, P.E.**  
**EMAIL: MIKE@RIDGEPE.COM**

**SHEET INDEX**

PP000	COVER SHEET
PP100	OVERALL PRELIMINARY PLAT
PP101	PRELIMINARY PLAT
PP102	PRELIMINARY PLAT
C100	SURVEY

NOTES:

HOA SHALL BE RESPONSIBLE FOR ALL COMMON AREAS INCLUDING LAWNS, OPEN SPACE, SIDEWALKS, STREETLIGHTS, ALL INFRASTRUCTURE AND NONSTREET PROPERTY.

TREE MANAGEMENT - DESIGN PLANS SHALL BE IN CONFORMANCE WITH LOCAL UDO AND TREE MANAGEMENT PLAN REQUIREMENTS.

STREETS WILL BE DEDICATED TO THE CITY OF HOGANSVILLE.

NOTES:  
DOMESTIC WATER SERVICE PROVIDED BY THE CITY OF HOGANSVILLE.  
SANITARY SEWER SERVICE PROVIDED BY THE CITY OF HOGANSVILLE.

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF HOGANSVILLE, GEORGIA, ALL THE REQUIREMENTS OF PRELIMINARY APPROVAL HAVING BEEN FULFILLED, THIS PRELIMINARY PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY OF HOGANSVILLE PLANNING COMMISSION ON

DATE \_\_\_\_\_

THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF A FINAL PLAT. THIS CERTIFICATE OF PRELIMINARY APPROVAL SHALL EXPIRE AND BE NULL AND VOID ON (ONE YEAR FROM PRELIMINARY APPROVAL.)

DATE _____	
_____	CHUR. CITY OF HOGANSVILLE PLANNING COMMISSION



**RIDGE PLANNING AND ENGINEERING<sup>®</sup>**  
 5341 OLD HIGHWAY 5  
 Suwanee, GA 30088  
 Phone: 770.938.9000  
 Fax: 770.938.9000

PRELIMINARY PLAT  
HILLSTAR COTTAGES  
LAND LOTS 158  
11TH DISTRICT  
CITY OF HOGANSVILLE, GEORGIA

**OWNER/DEVELOPER**

**CHISEL  
MILL  
HOMES**



**160 WHITNEY STREET  
FAYETTEVILLE, GA 30214  
PHONE: 404.585.1945**

GSNOC CERTIFICATION NUMBER: S881  
EXPIRATION DATE: 03.01.2026



## REVISIONS

1	11.13.2025 - OTY COMMENTS
2	12.11.2025 - OTY COMMENTS
3	01.06.2026 - OTY COMMENTS

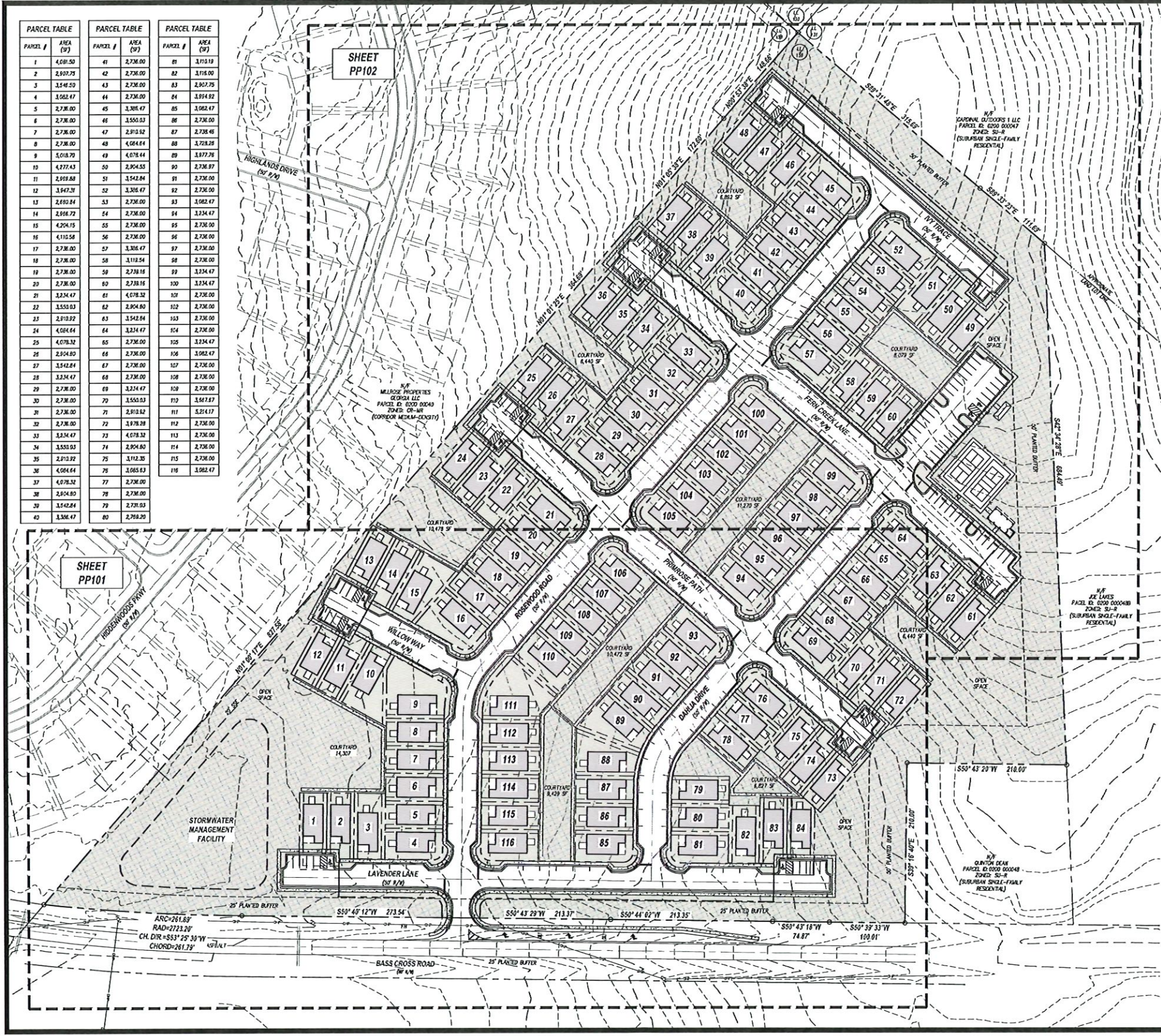
COVER SHEET

**PP000**

2025 PRELIMINARY PLAT.DWG



PARCEL TABLE		PARCEL TABLE		PARCEL TABLE	
PARCEL #	AREA (SQ)	PARCEL #	AREA (SQ)	PARCEL #	AREA (SQ)
1	4,091.50	41	2,736.00	81	3,115.19
2	2,907.75	42	2,736.00	82	3,115.00
3	3,545.50	43	2,736.00	83	2,907.75
4	3,062.47	44	2,736.00	84	3,994.92
5	2,736.00	45	3,305.47	85	3,062.47
6	2,736.00	46	3,550.53	86	2,736.00
7	2,736.00	47	2,913.52	87	2,736.46
8	2,736.00	48	4,064.64	88	2,728.28
9	3,018.70	49	4,078.44	89	3,977.78
10	4,272.43	50	2,904.55	90	2,736.97
11	2,959.88	51	3,542.84	91	2,736.00
12	3,947.31	52	3,305.47	92	2,736.00
13	2,692.84	53	2,736.00	93	3,062.47
14	2,696.72	54	2,736.00	94	3,234.47
15	4,204.15	55	2,736.00	95	2,736.00
16	4,115.56	56	2,736.00	96	2,736.00
17	2,736.00	57	3,305.47	97	2,736.00
18	2,736.00	58	3,112.54	98	2,736.00
19	2,736.00	59	2,736.18	99	3,234.47
20	2,736.00	60	2,736.18	100	3,234.47
21	3,234.47	61	4,078.52	101	2,736.00
22	3,550.53	62	2,904.80	102	2,736.00
23	2,913.52	63	3,542.84	103	2,736.00
24	4,064.64	64	3,334.47	104	2,736.00
25	4,078.52	65	2,736.00	105	3,234.47
26	2,904.80	66	2,736.00	106	3,062.47
27	3,542.84	67	2,736.00	107	2,736.00
28	3,234.47	68	2,736.00	108	2,736.00
29	2,736.00	69	3,234.47	109	2,736.00
30	2,736.00	70	3,550.53	110	3,567.87
31	2,736.00	71	2,913.52	111	3,214.17
32	2,736.00	72	3,178.28	112	2,736.00
33	3,234.47	73	4,078.52	113	2,736.00
34	3,550.53	74	2,904.80	114	2,736.00
35	2,913.52	75	3,112.55	115	2,736.00
36	4,064.64	76	3,065.83	116	3,062.47
37	4,078.52	77	2,736.00		
38	2,904.80	78	2,736.00		
39	3,542.84	79	2,736.53		
40	3,306.47	80	2,769.20		

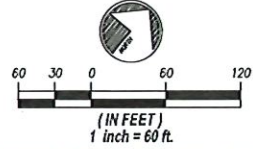


DEVELOPMENT SUMMARY	
PROPOSED ZONING	CORRIDOR MEDIUM-DENSITY RESIDENTIAL DISTRICT (CM-R)
AREA	29.48 ACRES
OPEN SPACE REQUIRED	1.03 ACRES (34%)
OPEN SPACE PROVIDED	6.56 ACRES (22%)
GREEN SPACE REQUIRED	8.20 ACRES (28%)
GREEN SPACE PROVIDED	11.46 ACRES (39%)
DENSITY	
SINGLE-FAMILY DETACHED	116 UNITS
PROPOSED DENSITY	5.58 UNITS/ACRE
SETBACKS	
FRONT YARD	0 FEET
SIDE YARD	5 FEET
REAR YARD	0 FEET
MINIMUM LOT SIZE	NONE
BUILDING HEIGHT (MAXIMUM)	40 FEET
PARKING	
REQUIRED PARKING	174 SPACES (1.5 SPACES PER UNIT)
PROVIDED PARKING	274 SPACES (2.3 SPACES PER UNIT)

- OPEN SPACE - 6.56 ACRES
- GREEN SPACE - 11.46 ACRES

ADDITIONAL SITE INFORMATION	
ADDITIONAL STREET RIGHT-OF-WAY	4.12 ACRES
LINEAL FEET OF STREETS	4,728.00 FEET
LINEAL FEET OF SIDEWALK	7,833 FEET
AVERAGE LOT SIZE (SINGLE-FAMILY LOTS)	N/A

24 HOUR CONTACT:  
JOHN KNIGHT  
404.538.1068



**GEORGIA811**  
Utilities Protection Center, Inc.

Know what's below.  
Call before you dig.  
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**RIDGE PLANNING AND ENGINEERING®**  
3341 OLD HIGHWAY 5  
Suite 207-350 - Woodstock, GA 30188  
Office: 770.956.9000

PRELIMINARY PLAT  
HILLSTAR COTTAGES  
LAND LOTS 158  
11TH DISTRICT  
CITY OF HOGANSVILLE, GEORGIA

OWNER/DEVELOPER  
**CHISEL HILL HOMES**  
160 WHITNEY STREET  
FAYETTEVILLE, GA 30214  
PHONE: 404.555.1945

GSWEC CERTIFICATION NUMBER: S381  
EXPIRATION DATE: 03.01.2026

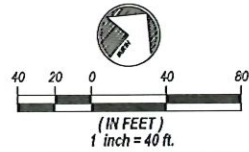
**GEORGIA**  
REGISTERED PROFESSIONAL ENGINEER  
MICHAEL A. HARRISON  
10/14/24

REVISIONS	
11.11.2025	- CITY COMMENTS
12.11.2025	- CITY COMMENTS
01.06.2026	- CITY COMMENTS

OVERALL PRELIMINARY  
PLAT  
**PP100**



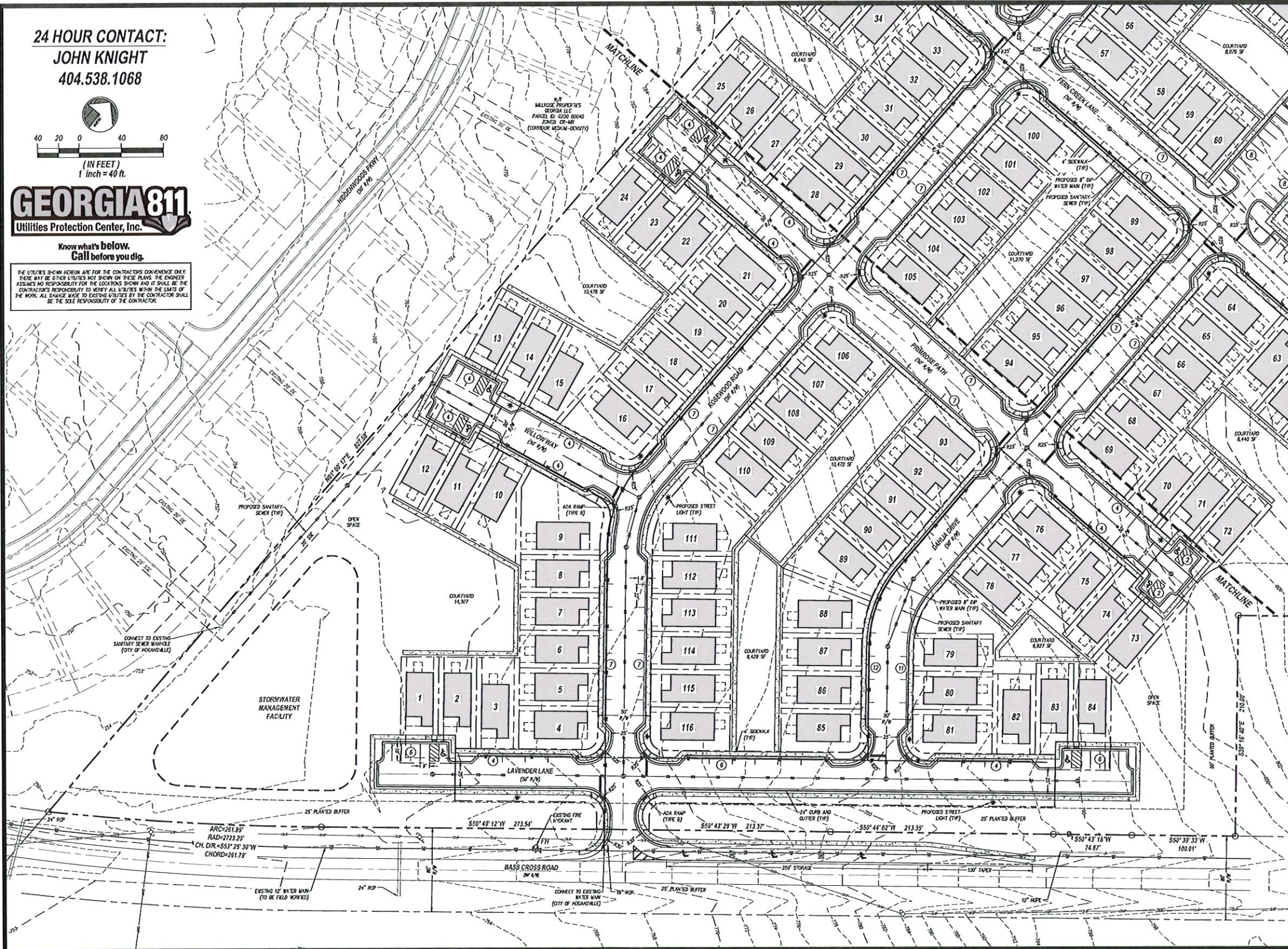
24 HOUR CONTACT:  
JOHN KNIGHT  
404.538.1068



**GEORGIA811**  
Utilities Protection Center, Inc.

Know what's below.  
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**RIDGE PLANNING AND ENGINEERING**  
8341 Old Highway 3  
Suwanee, GA 30086  
Office: 770.938.9000

PRELIMINARY PLAT

HILLSTAR COTTAGES

LAND LOTS 158  
11TH DISTRICT  
CITY OF HOGANSVILLE, GEORGIA

OWNER/DEVELOPER

**CHISEL MILL HOMES**  
160 WHITNEY STREET  
FAYETTEVILLE, GA 30214  
PHONE: 404.585.1945

GSWCC CERTIFICATION NUMBER: 6581  
EXPIRATION DATE: 09.01.2025



REVISIONS

- 11.13.2025 - CITY COMMENTS
- 12.11.2025 - CITY COMMENTS
- 01.06.2026 - CITY COMMENTS

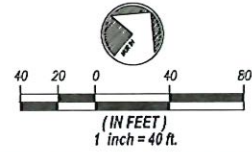
PRELIMINARY PLAT

**PP101**

DATE: 11.12.2025  
Copyright © 2025



24 HOUR CONTACT:  
JOHN KNIGHT  
404.538.1068



**GEORGIA811**  
Utilities Protection Center, Inc.

Know what's below.  
Call before you dig.

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**RIDGE PLANNING AND ENGINEERING<sup>®</sup>**  
3341 OLD HIGHWAY 5  
SUITE 207-350 - WOODBRIDGE, GA 30180  
OFFICE: 770.936.9000

PRELIMINARY PLAT

HILLSTAR COTTAGES

LAND LOTS 158  
11TH DISTRICT  
CITY OF HOGANSVILLE, GEORGIA

OWNER/DEVELOPER



160 WHITNEY STREET  
FAYETTEVILLE, GA 30214  
PHONE: 404.585.1945

GSVCC CERTIFICATION NUMBER: 5881  
EXPIRATION DATE: 03.01.2026



REVISIONS

- 11.11.2025 - CITY COMMENTS
- 12.11.2025 - CITY COMMENTS
- 01.08.2026 - CITY COMMENTS

PRELIMINARY PLAT

**PP102**

DATE: 11.12.2025  
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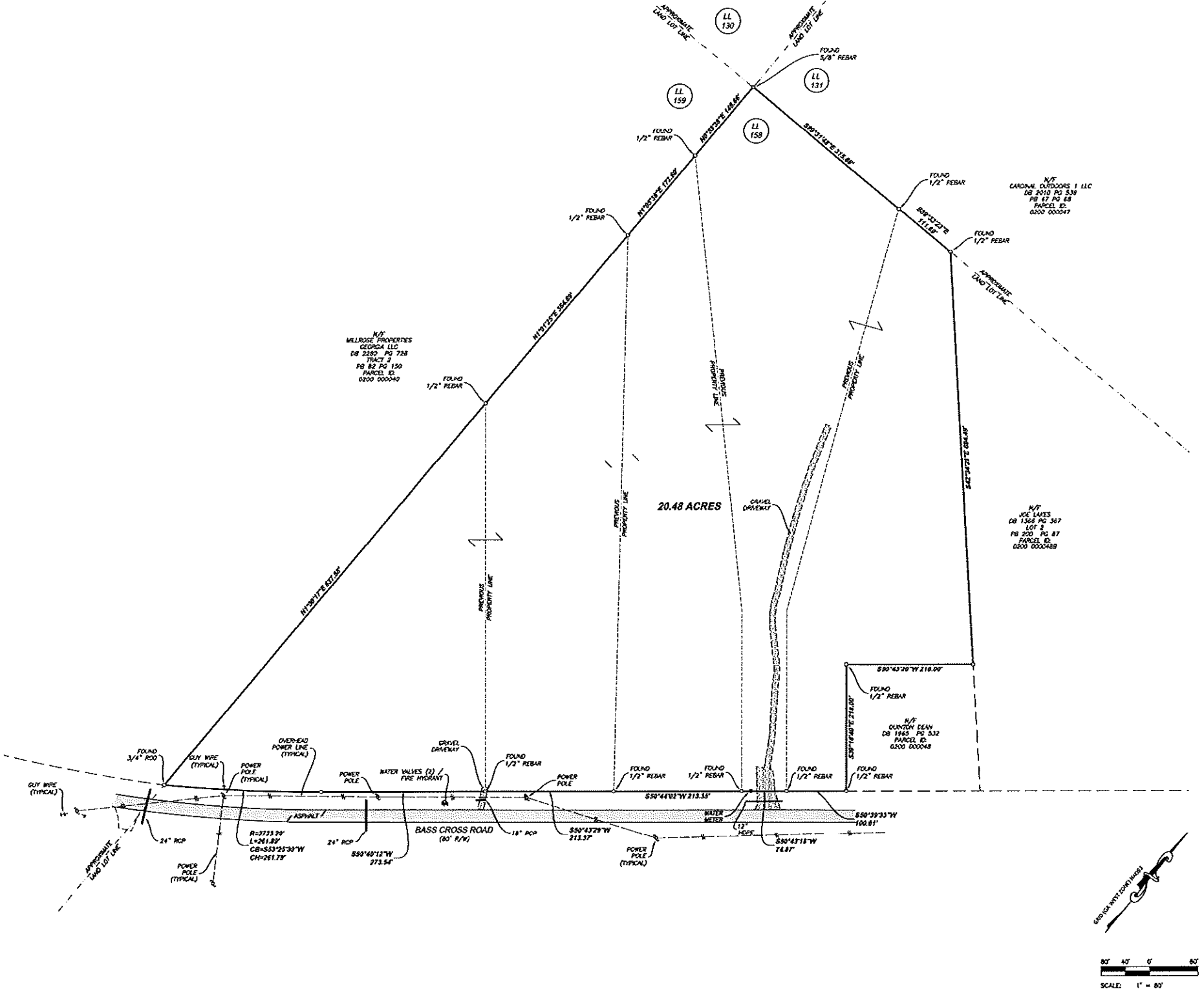
1. DEVELOPER:  
CHISEL MILL HOMES  
180 WHITNEY STREET  
FAYETTEVILLE, GA 30214  
CONTACT: JOHN KNIGHT, PRESIDENT  
PHONE: (404) 553-1943  
CELL: (404) 438-1068  
EMAIL: jknigh@chiselmill.com
2. SURVEYOR:  
SCANLON ENGINEERING SERVICES, INC.  
221 E. BANK STREET  
GRIFFIN, GA 30223  
CONTACT: SCOTT GRUSENMEYER  
PHONE: 678-967-2051
3. NO PORTION OF THIS PROPERTY IS IN A FLOOD HAZARD AREA PER F.E.M.A. FIRM MAP PANEL 1365C0070C, DATED 7/5/2012.
4. WATER SERVICE PROVIDED TO THE SITE BY AN EXISTING MUNICIPAL WATER SYSTEM.
5. SANITARY SEWER SERVICE PROVIDED TO THE SITE BY PROPOSED ON-SITE SEWAGE DISPOSAL SYSTEMS.
6. THE PURPOSE OF THIS PLAT IS TO COMBINE LOTS 6 & 7 PLAT BOOK 200 PAGE 88 AND LOTS 3, 4, AND 5 PLAT BOOK 200 PAGE 87 INTO ONE PARCEL.
7. THE FIELD WORK WAS PERFORMED ON 10/8/2024. THE PLAT WAS PREPARED ON 10/22/2024. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 273,597 FEET.
8. THE FIELD DATA UPON WHICH THIS PLAT IS BASED, AND COMPLETED ON 10/8/2024, WAS OBTAINED USING A LEICA GS18 AND THE TIOCH SMARTNET NETWORK. THE AVERAGE RELATIVE POSITIONAL ACCURACY IS 0.07 FEET.

APPROVED:	GROUP COUNTY BUILDING & ZONING ENFORCEMENT DEPARTMENT
BY:	DATE
APPROVED:	GROUP COUNTY ROADS & ENGINEERING DEPARTMENT
BY:	DATE
APPROVED:	GROUP COUNTY OS / MAINTENANCE DEPARTMENT
BY:	DATE
APPROVED:	GROUP COUNTY HEALTH DEPARTMENT
BY:	DATE

OTHER ACKNOWLEDGMENT	
BY:	DATE

As required by subsection (5) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be consistent with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67. SCANLON ENGINEERING SERVICES, INC. LSP000859 (EXP. 06/30/2026)

*Scott D. Grusenmeyer*  
SCOTT D. GRUSENMEYER PLS GA #3130  
scott@scanloneng.com



THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

**SES**

ENGINEERING  
PLANNING  
SURVEYING

THIS FIRM IS A MEMBER OF THE  
OF SCHEMATIC DESIGNING  
AND ARCHITECTURAL  
DESIGN INC. A 100% E.O. 12812  
FIRM FOR THE PURPOSES OF THE  
FEDERAL AID TO DEPENDENT  
AND INDEPENDENT CONTRACTORS  
ACT (FED. ACQUISITION REGULATION  
41 CFR 101-11.6). THIS FIRM IS  
NOT A PROJECT OF THE  
FEDERAL AID TO DEPENDENT  
AND INDEPENDENT CONTRACTORS  
ACT (FED. ACQUISITION REGULATION  
41 CFR 101-11.6).

SCANLON ENGINEERING SERVICES, INC.  
221 E. BANK STREET  
GRIFFIN, GEORGIA 30223  
PHONE: (678) 967-2051 www.scanloneng.com

LOT COMBINATION SURVEY  
FOR  
CHISEL MILL HOMES  
LOCATED IN LAND LOT 188 OF THE 1st DISTRICT,  
CITY OF FAYETTEVILLE, GEORGIA

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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LOT COMBINATION SURVEY

Reviewed by:  
5/24/2025

Drawn by:  
7/9/25

Project #  
53074917

Date:  
10/22/2024

SHEET TITLE  
736D  
SHEET # 81 OF 91





City of Hogansville, GA  
Application for Final Plat Approval

Property Owner Name Shallow Creek Hogansville, LLC

Address of Project

Shallow Creek Ln

Hogansville, GA

Zip 30230

Phone 678-378-1723 Email ashley@piedmontpaving.com

Troup Tax Map No. 0244D010013

Project Name (if applicable) Shallow Creek Subdivision, Phase 2 & 3

**Site Info.:**

Zoning: R-3

Property Size: 32.46 Acres

# of Lots: 70

**Utilities:**

Water: Public ☒ Private Well

Sewer: Public ☒ Private Septic

Electric: Underground ☒ Will be overhead

Other: \_\_\_\_\_

Project Description – Please be as specific as possible

Phase 2 & 3 of the existing Shallow Creek Subdivision; 70 residential lots located West of

ST14, US Hwy 29; North & South of Shallow Creek Phase 1

Nature of any proposed changes since the Preliminary Plat/Plan approval – Please be as specific as possible.

No changes.

I certify that the foregoing information is true and correct,

this day of 25 of November 2025

*Chad Caldwell*

Applicant's Signature

*Mary Kilgore*  
Notary Public





City of Hogansville, GA

Final Plat Checklist

*Prior to approval of Final Plat, the developer shall pay the development fees and Performance and Maintenance bonds.*

	By	Date
Letter Requesting Review	DP	12-29
Application/As built Plans received	DP	12-29
Information/Instructions are completed		
Scheduled for Planning Commission action		
Planning action taken		
Scheduled for City Council action		
City Council action taken		

City decision                      Approved ☐                      Denied ☐

Pre-Submittal Requirements:

*The following is required to be installed and completed prior to submittal of an application*

- ☐ Storm Drainage Facilities
- ☐ Structural Stormwater Management Facilities
- ☐ Curb and Gutter
- ☐ Granular Base, Base Asphalt, and Asphalt Topping
- ☐ Water Lines and Fire Hydrants
- ☐ Sanitary Sewer Lines and Manholes
- ☐ Traffic Control Devices and Pavement Markings
- ☐ Soil Erosion Control Measures
- ☐ Pin Marker Locations
- ☐ Underground Utilities
- ☐ Multi-Use Path Connections
- ☐ Landscaping and Street Lighting

Instructions for the Final Plat

- ☒ Clearly and legibly drawn in black ink by a civil engineer, landscape architect, or land surveyor currently registered in the State of Georgia.
- ☒ Drawn at a scale of not more than 100 feet to one (1) inch
- ☒ (3) 24x36 hard copies and (1) electronic pdf
- ☒ Letter requesting review and approval of the final plat
- ☐ Notice of Termination is handed to Building Clerk
- ☒ A warranty deed describing all street rights-of-way and utility easements to be dedicated to the City without restrictions
- ☒ A title certificate in favor of the City from an attorney licensed to practice law in the City of Hogansville dated the date of the deed certifying that the owner/subdivider of the property owns the property to be dedicated identifying all liens, mortgages, security deeds, mechanics or material men's liens (hereinafter called "liens") affecting the property to be dedicated.
- ☐ Any lien releases, or releases or quitclaim deeds necessary to release the dedicated areas from the liens identified in the attorney's title certificate.

☒ A performance bond to guarantee the installation of any infrastructure not installed at the time of the request. (See section 102-C-9-17 of UDO)

☒ A maintenance bond to assure the structural durability, stability and integrity of the associated improvements. (See section 102-C-9-17 of UDO)

☒ Documentation by an engineering testing firm acceptable to the City, certifying that all subgrade conditions, construction and materials meet the City's standards. Said certification shall be based on the level of testing specified by the City.

Information to be provided on Final Plat prior to approval:

☐ Courses, Distances. Courses and distances to the nearest existing street lines or benchmarks or other permanent monuments.

☐ Municipal, County, Land Lot Lines. Municipal, county, or land lot lines accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.

☐ Tax map, block and parcel number.

☐ Drainage Easement Note. The final plat shall have the following note clearly and legibly printed. The owner of record, on behalf of himself (itself) and all successors in interest specifically releases the City of Hogansville from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features shown herein. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by the regulations of the City of Hogansville. The City of Hogansville may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of the City Manager, is potentially injurious to life, property or the public roads or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of Hogansville nor an abrogation of the City's rights to seek reimbursement for expenses from the owner/s of the property/ies of the lands that generated the conditions.

☐ Boundaries. Exact boundary lines of the tract, determined by a field survey giving distances to at least the nearest one-tenth (0.10) foot and angles to at least the nearest minute, which shall be balanced and closed with an error of closure not to exceed 1:10,000.

☐ Streets, Alleys. Exact locations, widths, and names of all streets and alleys within and immediately adjoining the plat.

☐ Street Center Lines. Street center lines showing angles of deflection, angles of intersections, radii, and lengths of tangents.



- ☐Lot Lines. Lot lines with dimensions to the nearest one-tenth (0.10) foot and bearings.
- ☐Lot Areas. Area of each lot, in acres or square feet, to at least four (4) significant figures.
- ☐Lot, Block Identification. Lots numbered in numerical order and blocks lettered alphabetically. (Based on preliminary plat)
- ☐Easements, Reservations. Location, dimensions and purposes of any easements and any areas to be reserved or dedicated for public use.
- ☐Monuments, Markers. Accurate location, material and description of at least three (3) monuments and markers.
- ☐Property identified for public use or dedication and for common use of property owners.
- ☐Setbacks. The building setbacks for the parcel shall be applied to the final plat.
- ☐Landscape and Stream Buffers. These shall be shown when in areas where such provisions apply.
- ☐Addresses. Shall be placed on the final plat for each lot within question, as assigned by the City.
- ☐Private Covenants. A statement, either directly on the plat or identified attached document, of any private covenants.
- ☐Surveyor's Certificate. A surveyor's certification, directly on the final plat as follows. It is hereby 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 hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the land subdivision regulations of the City of Hogansville, Georgia have been fully complied with.

By \_\_\_\_\_  
Reg. Georgia Land Surveyor No.

☐Owner's Certificate. An owner's certification, directly on the final plat, as follows:

Owner's Certification:

State of Georgia, County of Troup

I, being the owner of the land shown on this plat, hereby certify that: all state, city and county taxes or other assessments now due on this land have been paid; all streets, drainage ways and easements shown hereon are dedicated to the use of the public and enforcement by public safety officials forever; and, that I will be responsible for the maintenance and repair of all infrastructure associated with this development until expiration of the maintenance period.

Property Owner

Date

☐Health Department Certificate. A certificate of approval of the County Health Department if septic tanks are used, directly on the final plat.

☐City of Hogansville Certificate. A certificate of acceptance, directly on the plat, as follows: The City of Hogansville hereby accepts all street rights-of-way and the improvements therein and any catch basins, junction boxes, storm drainage pipe easements, or other structures or areas outside of said street right-of-way (excluding ditches and other open drainage ways) which are specifically indicated on this plat as being dedicated to the public; however, this certification does not obligate the City to maintain the above stated infrastructure until expiration of the maintenance period.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

☐Zoning Administrator’s Certificate. A certificate of approval of the final plat by the Zoning Administrator, directly on the plat, as follows: Pursuant to the land subdivision regulations of the City of Hogansville, Georgia, all requirements of approval having been fulfilled, this final plat was given final approval on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Zoning Administrator

\_\_\_\_\_  
Date



## Third Party Authorization Form

City of Hogansville

This is a written request from Shallow Creek Hogansville, LLC / Chad Caldwell,  
the legal owner of Property: Shallow Creek Ln,  
Hogansville, Troup County, Georgia and the Tax Parcel Number  
0244D010013. I hereby grant authorization to  
Ashley Shelnutt to act as the applicant or agent for  
submitting requests related to this property.

Esta es una petición escrita de \_\_\_\_\_, el dueño  
legal de la Propiedad: \_\_\_\_\_, Hogansville, Condado de  
Troup, Georgia y el Número de Parcela Fiscal \_\_\_\_\_. Por la  
presente autorizo a \_\_\_\_\_ a actuar como solicitante o representante  
para presentar solicitudes relacionadas con esta propiedad.

  
Property Owner Signature/Firma del dueño

November 25, 2025  
Date/Fecha:

  
Notary Public



City of Hogansville's Community Development Department

Created on 10/10/24

# Shallow Creek Hogansville, LLC

1020 Hwy 16 E  
Newnan, GA 30263

November 24, 2025

To: City of Hogansville

Please allow this letter to serve as official request for review and approval of the Shallow Creek Hogansville Phase 2 & 3 Final Plat.

If you have any questions or concerns, please contact

Ashley Shelnutt at [ashley@pristinerealtygroup.net](mailto:ashley@pristinerealtygroup.net) 678-378-1723 or

Leigh Ann Green at [Lgreen@developmentsiteservices.com](mailto:Lgreen@developmentsiteservices.com) 770-318-9912.

Thank you,

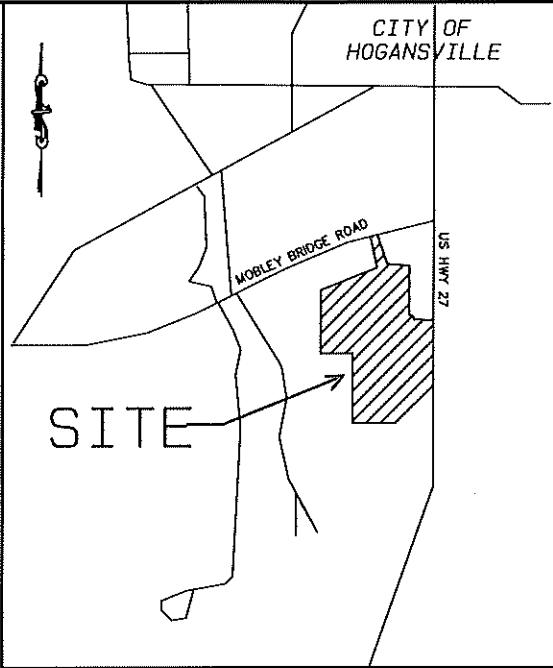


Chad Caldwell, Manager  
Shallow Creek Hogansville, LLC



FINAL PLAT FOR:  
**SHALLOW CREEK SUBDIVISION,  
PHASE 2 & 3**

LAND LOTS 8 & 9, 12th DISTRICT,  
CITY OF HOGANSVILLE, TROUP COUNTY, GA  
TAX PARCEL 0244D010013



VICINITY MAP  
N.T.S.

PREPARED BY:  
**Anthony Stanley, RLS**  
1434 MOORE ROAD  
NEWNAN, GA 30263  
404-867-4403

**OWNER / DEVELOPER**

SHALLOW CREEK HOGANSVILLE LLC  
1226 HWY 16 E  
NEWNAN, GA 30263

**24 HOUR CONTACT**

CHAD CALDWELL  
678-423-0586

**ENGINEER**

STOTHARD ENGINEERING, INC.  
1008 COLQUITT ST.  
LAGRANGE, GA 30241  
706-884-5279

**SURVEYOR**

ANTHONY STANLEY, RLS  
1434 MOORE ROAD  
NEWNAN, GA 30263  
404-867-4403

**SURVEY REFERENCES:**

PLAT BOOK 67, PAGE 62  
PLAT BOOK 200, PAGE 63  
DEED BOOK 1907, PAGE 657

**LEGEND**

R/H	RIGHT OF WAY
N/F	NOW OR FORMERLY
SQ.FT.	SQUARE FEET
CB	CATCH BASIN
HW	HEADWALL
JB	JUNCTION BOX
CMP	CORRUGATED METAL PIPE
ACCMP	ASPHALT-COATED CORRUGATED METAL PIPE
D.E.	DRAINAGE EASEMENT
C/L	CENTER LINE
B/L	BUILDING LINE
P/P	POWER POLE
F/H	FIRE HYDRANT
RCP	REINFORCED CONCRETE PIPE
-S-	SANITARY SEWER LINE
SSMH	SANITARY SEWER MANHOLE
S.S.E.	SANITARY SEWER EASEMENT
L.L.L.	LAND LOT LINE
IPF	IRON PIN FOUND
RB	RE-BAR
IPS	IRON PIN TO BE SET (1/2" RE-BAR)
NCS	NO CORNER SET
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
CMF	CONCRETE MONUMENT FOUND
W/D	WOOD DECK

**OWNER'S CERTIFICATION:**

STATE OF GEORGIA, COUNTY OF TROUP  
I, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT, HEREBY CERTIFY THAT: ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID; ALL STREETS, DRAINAGE WAYS AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC AND ENFORCEMENT BY PUBLIC SAFETY OFFICIALS FOREVER; AND, THAT I WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL INFRASTRUCTURE ASSOCIATED WITH THIS DEVELOPMENT UNTIL EXPIRATION OF THE MAINTENANCE PERIOD.

PROPERTY OWNER \_\_\_\_\_ DATE \_\_\_\_\_

**CITY CERTIFICATE**

THE CITY OF HOGANSVILLE HEREBY ACCEPTS ALL STREET RIGHTS-OF-WAY AND THE IMPROVEMENTS THEREIN AND ANY CATCH BASINS, JUNCTION BOXES, STORM DRAINAGE PIPE EASEMENTS, OR OTHER STRUCTURES OR AREAS OUTSIDE OF SAID STREET RIGHT-OF-WAY (EXCLUDING DITCHES AND OTHER OPEN DRAINAGE WAYS) WHICH ARE SPECIFICALLY INDICATED ON THIS PLAT AS BEING DEDICATED TO THE PUBLIC; HOWEVER, THIS CERTIFICATION DOES NOT OBLIGATE THE CITY TO MAINTAIN THE ABOVE STATED INFRASTRUCTURE UNTIL EXPIRATION OF THE MAINTENANCE PERIOD.

CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

**ZONING ADMINISTRATOR'S CERTIFICATE**

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF HOGANSVILLE, GEORGIA, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL

ON \_\_\_\_\_, 20\_\_\_\_.

ZONING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEY NOTES:**

- THE FIELD WORK FOR THIS SURVEY WAS COMPLETED MAY 5, 2025 AND GATHERED USING A NETWORK LEICA 1CG70 ROVER ON THE HEXAGON NETWORK WITH MULTIPLE SETUPS AND DUPLICATE OBSERVATIONS ON CONTROL AND CORNERS. THE DATA HAS A PRECISION OF LESS THAN .08 FEET.
- THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 93,318+ FEET
- NO NGS MONUMENT LOCATED WITHIN 500' OF SITE.
- ALL PROPERTY CORNERS ARE A 1/2" REBAR SET UNLESS OTHERWISE NOTED.
- ANTHONY STANLEY, RLS DOES NOT GUARENTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS OF TITLE ARE EXCEPTED.
- THE BASIS FOR DIRECTIONS ON THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983, GEORGIA WEST ZONE.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

**SURVEYOR'S CERTIFICATE.**

IT IS HEREBY 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 HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS OF THE LAND SUBDIVISION REGULATIONS OF THE CITY OF HOGANSVILLE, GEORGIA HAVE BEEN FULLY COMPLIED WITH.

BY \_\_\_\_\_ NO. \_\_\_\_\_  
REG. GEORGIA LAND SURVEYOR

**SITE DATA:**

LOCATED WEST OF SR 14,  
US HWY 29 ALSO NORTH AND  
SOUTH OF SHALLOW CREEK  
PHASE 1

SITE AREA = 32.46 ACRES  
NUMBER OF LOTS = 70

MIN.LOT SIZE = 11,615 SQ.FT.  
ZONING = R-3

MINIMUM SETBACKS:  
FRONT = 20' FROM R/W  
SIDE = 5'  
REAR = 20'  
SIDE CORNER = 20' FROM R/W

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

ANTHONY STANLEY, GA. R.L.S. #2876

NO	REVISION	CKD	DATE

**FINAL PLAT FOR:**

**SHALLOW CREEK SUBDIVISION,  
PHASE 2 & 3**

LAND LOTS 8 & 9, 12th DISTRICT, CITY OF HOGANSVILLE, TROUP COUNTY, GA

PROJECT NUMBER 1282	
DRAWN BY APS	CHECKED BY APS
ISSUE DATE 09/18/2025	
FILE NAME	
DRAWING NUMBER 1 of 7	

NOTES:

1. THERE ARE WETLANDS OR LIVE STREAMS WITHIN 200' OF THE SITE
2. THE BUILDER IS RESPONSIBLE FOR THE SIDEWALKS ON LOTS.

DRAINAGE EASEMENT NOTE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST SPECIFICALLY RELEASES THE CITY OF HOGANSVILLE FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES SHOWN HEREIN. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THE REGULATIONS OF THE CITY. THE CITY MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGMENT OF THE CITY MANAGER, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROADS OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF THE CITY NOR AN ABROGATION OF THE CITY'S RIGHTS TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY/IES OF THE LANDS THAT GENERATED THE CONDITIONS.

STATE WATERS BUFFER NOTE

THERE IS ESTABLISHED A 25 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. NO LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED STATE OF VEGETATION UNTIL ALL LAND DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. ONCE THE FINAL STABILIZATION OF THE SITE IS ACHIEVED, A BUFFER MAY BE THINNED OR TRIMMED OF VEGETATION AS LONG AS A PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED. PROVIDED, HOWEVER, THAT ANY PERSON CONSTRUCTING A SINGLE FAMILY RESIDENCE, WHEN SUCH RESIDENCE IS CONSTRUCTED BY OR UNDER CONTRACT WITH THE OWNER FOR HIS OR HER OWN OCCUPANCY, MAY THIN OR TRIM VEGETATION IN A BUFFER AT ANY TIME AS LONG AS PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM.

FLOOD NOTE:

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF TROUP COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13285C 0066E, EFFECTIVE DATE JULY 3, 2012, NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FEMA FLOOD HAZARD AREA.

LOT #	SQUARE FEET	ST. #
3	11,687	167
4	11,635	165
5	11,803	163
6	11,615	161
7	20,525	159
8	20,321	157
9	13,629	155
10	13,786	153
11	13,943	151
12	14,101	149
13	11,944	147
14	11,614	145
15	12,738	143
16	16,487	141
17	12,702	139
18	12,712	137
19	12,722	135
44	13,537	300
45	13,607	302
46	13,676	304
47	17,418	306
48	13,881	160
49	13,381	162
50	13,390	166
54	14,697	134
55	14,962	136
56	15,227	138
57	14,050	140
58	13,854	307
59	13,899	305
60	14,164	303
61	14,442	301
62	13,500.0	200
63	13,784	202
64	17,095	210
65	20,335	212
66	14,981	214
67	13,500.0	216
68	13,341	218
69	16,002	220
70	12,750	222
71	12,750	228
72	12,750	230
73	23,142	232
74	29,289	234
75	14,193	236
76	19,613	238
77	17,371	239
78	11,898	237
79	13,370	235
80	13,375	233
81	13,379	231
82	13,384	229
83	20,021	227
84	18,978	225
85	14,314	223
86	18,406	221
87	30,540	400
88	27,569	404
89	16,572	405
90	25,279	403
91	18,732	401
92	14,322	215
93	14,554	213
94	13,541	211
95	17,492	209
96	51,429	207
97	12,141	205
98	11,764	203
		201

LINE	BEARING	ARC	CHORD	RADIUS
C1	N32°09'44"E	37.20'	37.07'	125.00'
L1	N22°15'49"W	37.95'		
C2	N49°52'00"E	40.05'	39.88'	125.00'
L2	S67°44'11"W	50.00'		
L3	S22°15'49"E	60.28'		
C3	N75°14'06"E	70.64'	69.71'	125.00'
C4	S79°16'02"E	40.61'	40.43'	125.00'
C5	S00°49'03"E	7.31'	7.31'	125.00'
L4	N00°51'32"E	12.62'		
L5	S40°41'20"W	30.34'		
C6	S20°31'41"W	52.78'	51.70'	75.00'

LINE	BEARING	ARC	CHORD	RADIUS
C7	S79°48'19"E	42.88'	42.67'	125.00'
C8	S60°03'19"E	43.30'	43.08'	125.00'
L7	N85°05'02"W	27.51'		
C9	N37°10'43"W	30.76'	28.86'	25.00'
L8	N01°55'48"W	2.82'		
C10	N29°53'22"E	83.30'	79.09'	75.00'
L9	N01°54'36"W	56.33'		
L10	N01°55'48"W	16.78'		
C11	N09°28'45"E	49.78'	49.45'	125.00'
C12	N56°22'07"E	23.30'	23.27'	125.00'
C13	N69°40'05"E	34.73'	34.62'	125.00'
C14	S87°18'10"E	65.76'	65.00'	125.00'
C15	S61°10'56"E	48.22'	47.92'	125.00'
L11	S50°07'55"E	23.35'		
C16	N84°52'05"E	39.27'	35.36'	25.00'
L12	N39°52'05"E	2.98'		
C17	N30°17'30"E	58.50'	58.23'	175.00'
C18	N05°42'02"W	23.05'	22.24'	25.00'
C19	N17°10'15"W	26.09'	25.79'	50.00'
C20	S42°40'01"W	78.35'	70.58'	50.00'
C21	S41°25'57"W	19.74'	19.23'	25.00'
L13	N39°52'05"E	2.98'		
C22	N05°07'55"W	39.27'	35.36'	25.00'
C23	N69°52'56"W	51.71'	50.69'	75.00'
C24	N87°52'41"W	7.65'	7.65'	125.00'
C25	N72°20'31"W	60.13'	59.56'	125.00'
C26	N44°46'42"W	60.13'	59.56'	125.00'
C27	N34°12'07"E	51.11'	48.92'	50.00'
L14	N62°24'20"E	17.15'		
C28	S81°43'53"E	60.70'	57.04'	50.00'
C29	S23°38'21"E	40.69'	39.57'	50.00'

PREPARED BY:  
Anthony Stanley, RLS  
1434 MOORE ROAD  
NEWNAN, GA 30263  
404-867-4403

FINAL PLAT FOR:  
SHALLOW CREEK SUBDIVISION,  
PHASE 2 & 3

LAND LOTS 8 & 9. 12th DISTRICT. CITY OF HOGANSVILLE, TROUP COUNTY, GA

NO	REVISION	CKD	DATE

PROJECT NUMBER 1282	
DRAWN BY APS	CHECKED BY APS
ISSUE DATE 09/18/2025	
FILE NAME	
DRAWING NUMBER 2 OF 7	







PROJECT NUMBER 1282	
DRAWN BY APS	CHECKED BY APS
ISSUE DATE 09/18/2025	
FILE NAME	
DRAWING NUMBER 4 OF 7	

FINAL PLAT FOR:  
**SHALLOW CREEK SUBDIVISION,  
PHASE 2 & 3**

LAND LOTS 8 & 9, 12th DISTRICT, CITY OF HOGANSVILLE, TROUP COUNTY, GA

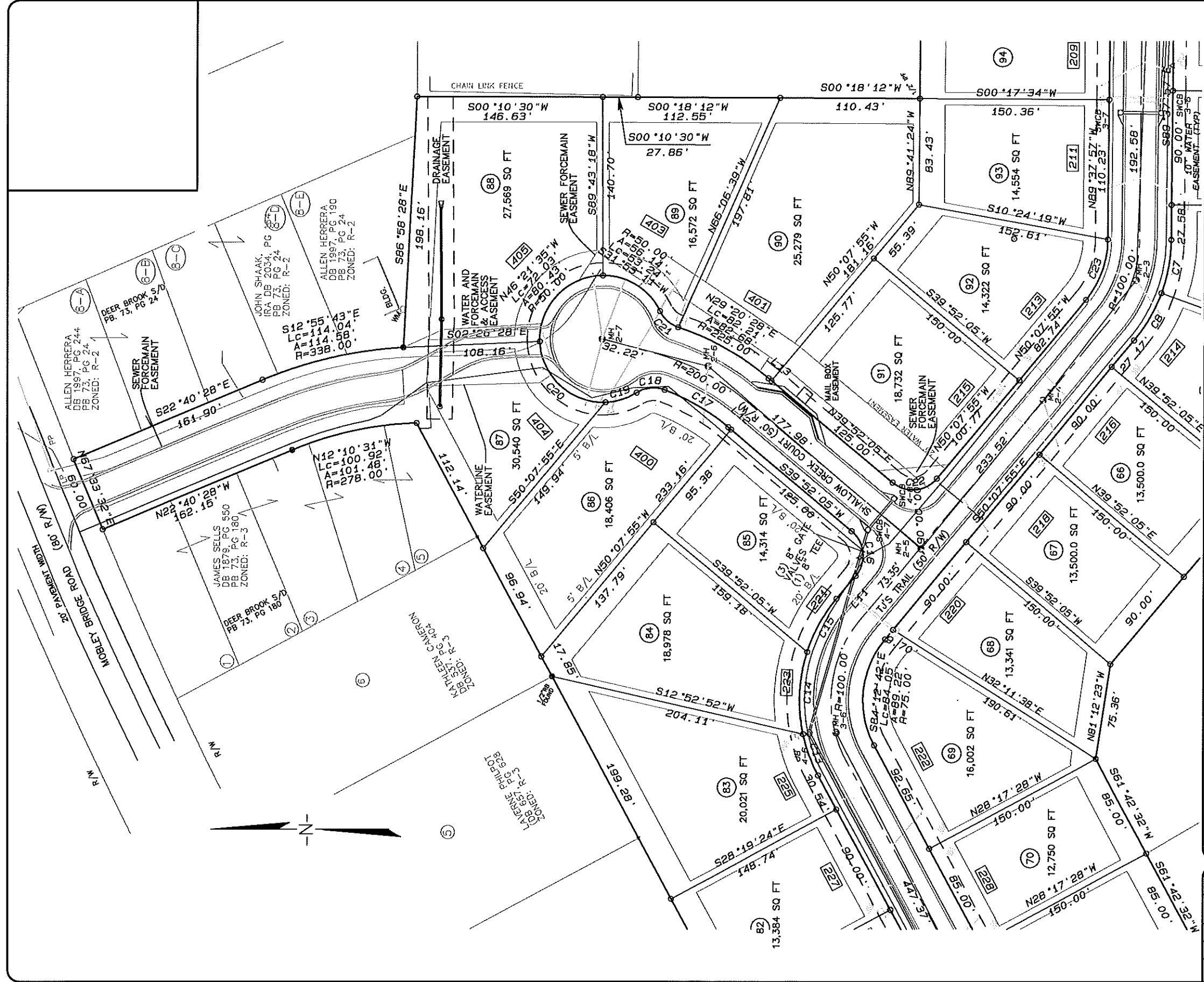
PREPARED BY:  
**Anthony Stanley, RLS**  
**1434 MOORE ROAD**  
**NEWNAN, GA 30263**  
**404-867-4403**











PREPARED BY:  
Anthony Stanley, RLS  
1434 MOORE ROAD  
NEWNAN, GA 30263  
404-867-4403

FINAL PLAT FOR:  
**SHALLOW CREEK SUBDIVISION,  
PHASE 2 & 3**

PROJECT NUMBER 1282	
DRAWN BY APS	CHECKED BY APS
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DRAWING NUMBER 7 of 7	

LAND LOTS 8 & 9, 12th DISTRICT, CITY OF HOGANSVILLE, TROUP COUNTY, GA

12.30.25 HOGANSVILLE UDO UPDATES

SUBCHAPTER 102-B

- Yellow highlights indicate proposed revisions
- Red ~~crossed-out~~ text indicates proposed deleted text
- **Bold** text indicates proposed new text

Sec. 102-B-2-12. **G-HI, general heavy industrial district.**

**Purpose and intent. This zoning district is intended primarily for large-site development of heavy industrial uses and businesses.**

Sec. 102-B-2-1~~23~~**24**. PUD, planned unit development special zoning district.

Purpose and intent. This zoning district is an overlay district intended primarily for facilitating development that is located on property containing abnormal topographical or environmental constraints.

Sec. 102-B-2-1~~34~~**35**. - Historic district special zoning district overlay.

Purpose and intent. This zoning district is an overlay district intended primarily as the historic district for the downtown of the city.

Sec. 102-B-2-1~~45~~**46**. - Downtown business special district overlay.

Purpose and intent. This zoning district is an overlay district intended primarily as the entertainment district for the downtown of the city.

Sec. 102-B-4-1. Dimensional standards of zoning districts.

Space Dimensions Table

SPACE DIMENSIONS	ES- R <sup>12</sup>	SU- R <sup>12</sup>	TN- R <sup>12</sup>	TN- MX 1,10	CR- MR	CR- MX 10	DT- MX	G- RL	G- B	G- LI	<b>G- HI</b>
Maximum number of primary dwellings (per lot)	1	1	1	N/A	N/A	N/A	N/A	1	N/A	N/A	<b>N/A</b>
Building Coverage	50% <sup>2</sup>	50% <sup>2</sup>	70% <sup>2</sup>	80% <sup>2</sup>	60% <sup>2</sup>	80% <sub>2</sub>	100%	50%	80%	80%	<b>80%</b>

(Maximum, % of lot area)											
Lot Size (Minimum, square feet)	14,000	8,000	5,000 <sup>2,3</sup>	None	None	None	None	1 acre	10,000	1 acre	1 acre
Lot Frontage (Minimum)	75' <sup>11</sup>	60' <sup>11</sup>	50' <sup>2,11</sup>	50' <sup>2</sup>	50' <sup>2</sup>	50' <sup>2</sup>	None	100'	100'	100'	100'
Building Height <sup>4,2</sup> (Maximum)	35'	35'	40'	40'	40' <sup>9</sup>	40' <sup>9</sup>	40' <sup>6</sup>	35'	40' <sup>9</sup>	75' <sup>9</sup>	75' <sup>9</sup>
Side Yard (Minimum) <sup>5</sup>	15' <sup>2</sup>	10' <sup>2</sup>	5' <sup>2</sup>	None	10' <sup>2</sup>	10' <sup>2</sup>	None	20'	15'	15'	15'
Street Side Yard (Minimum)	10' <sup>2</sup>	10' <sup>2</sup>	5' <sup>2</sup>	None	10' <sup>2</sup>	10' <sup>2</sup>	None	15'	10'	10'	10'
Rear Yard (Minimum)	25' <sup>2,7</sup>	25' <sup>2,7</sup>	20' <sup>2,7</sup>	25' <sup>2</sup>	25' <sup>2</sup>	15' <sup>2</sup>	None	40'	15'	15'	15'
Front Yard - Arterials and Collectors (Minimum) <sup>8,13</sup>	35' <sup>2</sup>	35' <sup>2</sup>	30' <sup>2</sup>	25' <sup>2</sup>	25' <sup>2</sup>	25' <sup>2</sup>	None	40'	40'	40'	40'
Front Yard - All other street types (Minimum) <sup>8,13</sup>	20' <sup>2</sup>	20' <sup>2</sup>	20' <sup>2</sup>	25' <sup>2</sup>	25' <sup>2</sup>	25' <sup>2</sup>	None	25'	25'	25'	25'
Front Yard (Maximum) <sup>8,13</sup>	None	None	None	40' <sup>2</sup>	None	None	40' <sup>2</sup>	None	None	None	None

Sec. 102-B-4-5. Fences and retaining walls.

(2) General conditions.

(e) Barbed wire shall be permitted on fences and walls on properties within G-RL, ~~and~~ G-LI, ~~and~~ G-HI zoning districts. Fences and walls for all other uses are prohibited from utilizing barbed wire.

Sec. 102-B-4-5. Fences and retaining walls.

(3) Fences, general.

(a) Fences in the front yard:

(i) Maximum height. Fences shall not exceed four feet in height and shall not extend into the public right-of-way. See section 102-B-4-6 for corner lot restrictions.



Properties within G-R, ~~and~~ G-LI, and G-HI zoning districts are allowed fences up to six feet in height. Fence posts and pillars shall be permitted to be located an additional one foot higher than the maximum height allowed for the remaining fencing elements.

(ii) Materials. Fences shall not be made of wire, woven metal, or chain link, unless located on property within G-RL, ~~and~~ G-LI, and G-HI zoning districts. All other fences shall be ornamental or decorative fences constructed of brick, stone, stucco, split rail, wood, aluminum, or wrought iron. The fence shall be a minimum of 50 percent transparent. Exposed block, tires, junk or other discarded material shall be prohibited fence materials. No barbed wire, razor wire, chain link fence or similar elements shall be visible from any public plaza, ground level or sidewalk level outdoor dining area, street or thoroughfare, or public right-of-way.

Sec. 102-B-5-2. Building typology.

BUILDING TYPE	ES-R	SU-R	TN-R	TN-MX	CR-MR	CR-MX	DT-MX	G-RL	G-B	G-LI	G-HI
Garage Apartment	P	P	P	P	P	P		P			
Backyard Cottage	P	P	P	P	P	P		P			
Cottage House			P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>					
Detached House	P	P	P	P	P	P		P			
Cottage Court			P	P	P	P					
Two-Family Dwelling			P	P	P	P					
Attached House				P	P	P					
Townhouse				P	P	P					
Walk-up Flat				P	P	P					
Stacked Flat				P	P	P					
Single-Story Shopfront				P		P	P		P	P	P
Mixed Use Building				P		P	P				
General Building				P		P			P	P	P
Civic Building				P		P	P		P		
Manufactured Home											

Sec. 102-B-5-3. Building architecture.

- (1) Additional standards for G-LI and G-HI zoning districts. No building shall be constructed with a wooden frame. The exterior finish of all buildings shall be common brick, concrete blocks, tile bricks, enamel metal siding, their equivalent or better, but no building thereon shall be covered with asbestos siding or galvanized sheet metal. If the exterior walls are constructed of concrete or concrete blocks, unless the exterior finish is stucco, gunite or their equivalent, the joints shall be rubbed down and the walls covered sufficiently with standard waterproofing paint.

Sec. 102-B-5-4. Transitional heights.

- (1) Transitional heights.
- (a) Transitional height planes. A transitional height plane is an imaginary plane having a vertical component and angular component specifically designed to restrict the maximum height of all parts of buildings or structures within CR-MR, CR-MX, DT-MX, G-B, and G-LI, and G-HI zoning districts and their relationship to adjoining ES-R, SU-R, TN-R, TN-MX, and G-RL districts. Transitional height planes shall comply with the following components and regulations:
- (i) A vertical component measured at the required yard or buffer setback adjoining the common property line by a 40-foot vertical distance above the finished grade;
  - (ii) An angular component extending inward over an adjoining CR-MR, CR-MX, DT-MX, G-B, and G-LI, and G-HI district at an angle of 45 degree;
  - (iii) Such vertical and angular component calculations shall be made on a point-by-point basis and not average grade; and
  - (iv) No portion of any structure shall protrude through the transitional height planes specified in subsection (1)(b) below.
- (b) Where CR-MR, CR-MX, DT-MX, G-B, and G-LI, and G-HI zoning districts adjoin ES-R, SU-R, TN-R, TN-MX, and G-RL districts without an intervening public street, height within this district shall be limited by the transitional height plane requirements.

Sec. 102-B-6-1. Table of permitted and prohibited uses.

TABLE OF PERMITTED AND PROHIBITED USES	SUPPLEMENTAL	R	R	R	XX	MR	XX	XX	RL	B	U	HI
		ES	SU	TN	TN	CR	CR	DT	G	G	G	G
ACCESSORY USES												
Accessory Dwelling, Attached	Y	A	A	A	A	A	A	A	A			
Accessory Dwelling, Detached	Y	A	A	A	A	A	A	A	A			
Cafeteria							A	A		A	A	A
Car Wash							A			A	A	A
Cargo Containers	Y	A	A	A			P		A		P	P
Club Houses, Recreation associated with Residential Subdivisions		A	A	A	A	A	A		A			



Day Care - Adult Day Care Center, After School Program, Day Care Center, Nursery School (As Accessory Uses for Places of Worship Only)	Y	A	A	A	A	A	A	A	A	A		
Donation Bin	Y						A			A	A	A
Drive-Thru Facility							A			A	A	A
Farmers' Market					A		A	A	A	A		
Garden, Hobby		A	A	A	A	A	A	A	A	A	A	A
Greenhouse, Non-Commercial		A	A	A	A	A	A	A	A	A	A	A
Helicopter Landing Area							A			A	A	A
Home Occupation	Y	A	A	A	A	A	A	A	A			
Horse Stables	Y								A			
Ice Vending							A			A		
Kennel and Animal Boarding, Hobby	Y	A	A						A		A	A
Live Outdoor Entertainment	Y				A		A	A				
Livestock Raising	Y								A		A	A
Outdoor Dining	Y				A		A	A		A		
Outdoor Display and Sales	Y				A		A	A		A	A	A
Outdoor Storage	Y						A	A		A	A	A
Parking Lots, Parking Decks					A	A	A	A		A	A	A
Poultry Raising	Y	A	A	A					A			
Recreational Vehicle and Boat Parking (for Single-Family Dwelling uses only)	Y	A	A	A					A			
Solar Panels, Wind Turbines, Rainwater Collection Systems		A	A	A	A	A	A	A	A	A	A	A
Swimming Pools and Tennis Courts		A	A	A	A	A	A	A	A			
AGRICULTURAL USES												
Camping, Campgrounds, Glamping	Y	SUP	SUP	SUP					P			
Commercial Agriculture, Forestry, Fishing	Y									P	P	P
Commercial Community Garden	Y	SUP	SUP	SUP	P		P	P	P			
Farmers markets, Roadside markets, Roadside stands	Y						SUP		SUP	P		
Non-commercial Agriculture, Forestry, Fishing		P	P	P		SUP			P		P	P
Timber Harvesting	Y								P			
COMMERCIAL USES												
Alcoholic Beverages, Packaged and Retail Sales							P	P				
Amusement and Recreation Industries							SUP	SUP		P		
Automobile Dealers							P			P	P	P
Automotive Parts, Accessories, Tire Stores							P			P	P	P
Automotive Repair, Maintenance	Y						P			P	P	P
Bars, Taverns					P		P	P				
Bed-and-Breakfast Inns	Y	SUP	SUP		P		P	P	SUP			
Brewpubs, Microbreweries					SUP		P	P		P		
Building Material, Garden Equipment, Supplies Dealers					SUP		P			P	P	P
Car Washes (Commercial)							P			P	P	P
Cemeteries (Private)	Y	SUP	SUP						SUP	P	P	P
Cemeteries (Religious, Institutional)	Y	SUP	SUP									
Civic and Social Organizations					SUP		P	P		P	P	P
Commercial and Industrial Machinery and Equipment, Including Sales and Rental					SUP		P			P	P	
Commercial Banking					P		P	P		P		
Commercial Parking Lots, Parking Decks	Y				SUP		P	P		P	P	P
Consumer Fireworks Retail Sales Facility, Retail Sales Stands	Y										P	P
Convenience Stores					P		P	P		P		
Data Processing, Hosting, Related Services							P			P	P	
Distilleries, Microdistilleries							P	P		P	P	P
Drive-In Motion Picture Theaters							P			P		
Dry Cleaning, Laundry Services					SUP		P	P		P	P	P
Farm Wineries							P	P		P	P	P
Flea Market							P			P	P	P
Funeral Homes, Funeral Services, Crematoriums					P		P			P	P	P
Furniture and Home Furnishings Stores					P		P	P		P	P	P
Gasoline Stations	Y						P			P	P	P
General Merchandise Stores, including Warehouse Clubs and Supercenters							P	P		P		
General Rental Centers							P			P		
Grocery Stores					P		P	P		P		



Hotels, Motels	Y				P		P	P		P	P	P
Kennels and Animal Boarding (Commercial)							P		SUP	P	P	P
Libraries, Archives							P	P		P		
Massage and Spa Establishments	Y				SUP		SUP	SUP		SUP	P	P
Mobile Food Vendors	Y				P		P	P		P	P	P
Motion Picture Theaters (except Drive-Ins)							P	P				
Motor Vehicle Dealers (Sales and Rental), including Recreational Vehicles, Boats, and Utility Trailers							P			P	P	P
Museums, Similar Institutions					P		P	P				
Non-traditional Tobacco Paraphernalia							SUP					
Open Yard Sales	Y						P			P	P	P
Other Professional and Business Offices					P		P	P		P	P	P
Pawn, Title Services							P			P	P	P
Spectator Sports, Related Industries							P	P		P		
Personal Care Services					P		P	P		P		
Pet Care, Veterinary Services	Y				P		P		SUP	P	P	P
Radio and Television Broadcasting							P	P		P	P	P
Restaurants					P		P	P				
Retail Stores					P		P	P		P		
Sexually Oriented Businesses											P	P
Short Term Vacation Rental	Y	P	P	P	P	P	P	P	P			
Special Event Centers, Commercial Entertainment, Performing Arts							SUP	SUP		P	P	P
Taxidermy Services					P		P	P	SUP	P	P	P
Telephone Call Centers							P			P	P	P
Used Merchandise Stores					P		P	P		P		
<b>LIGHT INDUSTRIAL USES</b>												
Commissary Kitchens							SUP			P	P	P
<b>Data Processing, Hosting, Related Services, Cryptocurrency Mining</b>												P
Distribution Centers										P	P	P
Junkyard, Salvage Yard	Y										SUP	SUP
Light Manufacturing										P	P	P
Motor Vehicle Towing	Y									SUP	SUP	P
Personal Storage	Y						P			P	P	P
Recreational Vehicle and Boat Storage	Y						P			P	P	P
Recycling Centers											SUP	P
Recycling Collection							SUP			SUP	SUP	P
Remediation, Other Waste Management Services							P				SUP	SUP
Sewage Treatment Facilities					P		P	P		P	SUP	P
Support Activities for Transportation Services							P			P	P	P
Truck Stop										P	P	P
Truck Terminals										P	P	P
Warehousing	Y						SUP			P	P	P
Waste Collection											SUP	SUP
Wreckage, Inoperable Vehicle Storage											SUP	P
<b>PUBLIC/INSTITUTIONAL USES</b>												
Child and Youth Services							SUP			P		
Colleges, Universities, Professional Schools							SUP			P	P	
Day Care - Adult Day Care Center	Y				SUP		P	P				
Day Care - After School Program	Y				SUP		P	P				
Day Care - Day Care Center	Y				SUP		P	P				
Day Care - Family Day Care Home	Y	SUP	SUP	SUP					SUP			
Day Care - Nursery School	Y				SUP		P	P				
Elementary and Secondary Schools	Y	P	P	P	P	P	P	P	P	P		
Hospitals					P		P			P		
Individual and Family Services					P		P	P		P		
Medical and Diagnostic Laboratories							P	P		P	P	P
Offices of Health Practitioners					P		P	P		P		
Places of Worship	Y	SUP	SUP	SUP	SUP	SUP	P	P	SUP	P	P	P
Services for the Elderly and Persons with Disabilities							P	P		P		
<b>RESIDENTIAL DWELLING USES</b>												
Dwellings, Manufactured Home	Y								P			

Dwellings, Multi-family	Y				P	P	P	P				
Dwellings, Single-family attached	Y				P	P	P	P				
Dwellings, Single-family detached	Y	P	P	P	P	P	P	P	P			
Dwellings, Townhome	Y				P	P	P	P				
Dwellings, Two-family	Y			P	P	P	P	P				
RESIDENTIAL GROUP LIVING USES												
Social Service Facility, including Halfway House, Drug Rehabilitation Centers, Drug Dependency Treatment Facilities	Y						SUP			SUP		
Assisted Living Facility, Nursing Home	Y					SUP	P			P		
Continuing Care Retirement Communities, Assisted Living Facilities for the Elderly						SUP	P			P		
Dormitories, Fraternities, Sororities										SUP		
Monastery, Convent						SUP	P			P		
Personal Care Home (2-4 residents)	Y	P	P	P	P	P	P		P	SUP		
Personal Care Home (5-15 residents)	Y	SUP	SUP	SUP		P				SUP		
Personal Care Home (16-24 residents)	Y	SUP	SUP	SUP	SUP	P	SUP	SUP		SUP		
Roominghouse, Boardinghouse	Y	SUP	SUP	SUP	P	SUP	P	P		P		
TEMPORARY USES												
Construction Field Office	Y	P	P	P	P	P	P	P	P	P	P	P
Open Air Seasonal Sales	Y				P		P	P	P	P	P	P
Real Estate Sales Offices, Model Homes	Y	P	P	P	P	P	P	P	P	P	P	P
Special Events and Festivals	Y	P	P	P	P	P	P	P	P	P	P	P
Temporary Portable Storage Container	Y	P	P	P	P	P	P	P	P	P	P	P
Warming Center	Y				P			P		P	P	P
Yard/Garage Sales	Y	P	P	P	P	P	P	P	P	P	P	P

Sec. 102-B-7-3. Accessory uses.

(3) Cargo containers.

(c) Cargo containers utilized for an accessory use shall be permitted without restriction in G-LI and G-HI districts.

(d) Cargo containers utilized for an accessory use shall have the following additional requirements:

(i) Cargo containers for storage purposes only shall be allowed on a permanent basis.

Such cargo containers shall be permanently and fully screened from view from all adjacent properties, with either opaque fencing material one foot higher than the height of the cargo container or planted landscape material that within six months of installation is one foot higher than the height of the cargo container and which is opaque.

(ii) Placement of cargo containers shall comply with all applicable building and setback lines. No more than one permanent cargo container shall be allowed per lot, regardless of lot size.

(iii) Cargo containers within the CR-MX, and G-LI, and G-HI districts shall be allowed on a temporary basis on lots of less than one acre, but not for greater than 90 days. Neither a permit nor screening shall be required for the placement of a temporary cargo container.

(e) Cargo containers utilized for a principal use within CR-MX, and G-LI, and G-HI districts shall be permitted and shall be classified as a single story shopfront building type (section 102-B-5-2).



Sec. 102-B-7-6. Industrial uses.

**(1) Data Processing, Hosting, Related Services, Cryptocurrency Mining**

**(a) Lot Size.** Minimum of one hundred (100) acres.

**(b) Buffer**

**(i)** An undisturbed buffer a minimum depth of two hundred feet (200) shall be required along all property lines. See Sec. 102-C-8-21 for requirements and standards related to undisturbed buffers.

**(ii)** All other buffer and setback requirements are permitted to be included within this buffer requirement.

**(c) Equipment**

**(i)** All HVAC and mechanical equipment shall be screened to prevent visibility of such equipment from any public right-of-way.

**(ii)** Such equipment shall not be permitted within the required buffer.

**(d) Loading**

**(i)** All loading areas shall be screened to prevent visibility of such areas from any public right-of-way.

**(ii)** Such areas shall not be permitted within the required buffer.

**(e) Parking**

**(i)** All surface parking lots shall be screened to prevent visibility of such areas from any public right-of-way.

**(ii)** Such areas shall not be permitted within the required buffer.

**(f) Lighting**

**(i)** All lighting shall provide 90 degree cut-off luminaires fixtures to prevent light spillage.

**(ii)** Lighting poles shall be no taller than twenty-five feet (25) in height.

**(iii)** Lighting shall be permitted within the required buffer, but shall not be visible from any public right-of-way.

**(g) Fencing**

**(i)** Fencing shall be permitted within the required buffer, but shall not be visible from any public right-of-way.

**(h) Water and Sewer capacity**

**(i)** Prior to the approval of a preliminary plat for this use, the applicant shall submit to the city an analysis of raw water needs, indicating the quantity of water required. The applicant shall provide the city with a letter from the public water purveyor indicating sufficient capacity to serve the proposed development.

**(ii)** Prior to the approval of a zoning map change that includes this proposed use, the applicant shall submit to the city an analysis of raw water needs,



indicating the quantity of water required. The applicant shall provide the city with a letter from the public water purveyor indicating sufficient capacity to serve the proposed development.

(i) Electric supply

- (i) Prior to the approval of a preliminary plat for this use, the applicant shall submit to the city a letter from the electric power supplier confirming capacity and willingness to serve the proposed development.
- (ii) Prior to the approval of a zoning map change that includes this proposed use, the applicant shall submit to the city a letter from the electric power supplier confirming capacity and willingness to serve the proposed development.

- (2) Junkyard, salvage yard.
- (3) Motor vehicle towing.
- (4) Personal storage.
- (5) Recreational vehicle and boat storage.
- (6) Warehousing.

Sec. 102-B-10-11. Sign standards for CR-MX, G-B, ~~and~~ G-LI, ~~and~~ G-HI zoning districts. In the CR-MX, G-B, ~~and~~ G-LI, ~~and~~ G-HI zoning districts, the following signs are permitted:

- (2) Freestanding signs are permitted on individual parcels subject to the following:
  - (a) One freestanding sign per street frontage.
  - (b) Maximum height. In CR-MX, G-B, ~~and~~ G-LI, ~~and~~ G-HI zoning districts, the maximum height is 15 feet.
  - (c) Maximum freestanding sign face area. In CR-MX, G-B, ~~and~~ G-LI, ~~and~~ G-HI zoning districts, the freestanding sign face area is 100 square feet.

Sec. 102-B-10-11.

CR-MX, G-B, ~~and~~ G-LI, ~~and~~ G-HI Districts Signage Table

Sign Type	Maximum Number	Maximum Size	Maximum Height	Minimum Setback
Freestanding signs	1 per street frontage, up to a maximum of 2 per property	Monument = 150 square feet per sign (up to 50% may be changeable copy, or, in the CR-MX, a changing sign)	Monument = 15 feet	15 feet from the edge of the street pavement or 2 feet behind the right-of-way, whichever is greater; 50 feet from all other freestanding signs

		Pole = 100 square feet per sign (up to 50% may be changeable copy, or, in the CR-MX, a changing sign)	G-B, <del>and</del> G-LI, and G-HI Pole = 15 feet	
Building sign (wall, canopy, awning)	N/A	Single tenant: 10% of the area of the wall, up to 200 square feet	N/A	N/A
		Multi-tenant: 10% of the front façade for each individual business		
Projecting Signs	1 per street facing storefront	16 square feet	At least 8' clearance to bottom of sign	N/A
Gas canopy signs	1 sign on each of 3 sides of the canopy	20% of the area of the canopy wall	N/A	N/A
Special interstate signs CR-MX only)	1 sign on a lot at least 0.75 of an acre and within 1,000 feet of the centerline of I-85 and within 1,500 feet of the centerline of Lafayette Parkway, Hamilton Road or Whitesville Road	400 square feet	75 feet	At least 10 feet but not more than 100 feet from I-85 R/W; At least 40 feet from all other property lines; At least 1,000 feet from all other freestanding signs
Miscellaneous signs	2 per driveway	6 square feet	3 feet if within the setback; 6 feet if beyond the setback	N/A

SUBCHAPTER 102-C

- Yellow highlights indicate proposed revisions
- Red ~~crossed-out~~ text indicates proposed deleted text
- **Bold** text indicates proposed new text

Sec. 102-C-8-21. Buffers.

Adjacent Parcel Zoning	Zoning of Parcel to be developed, redeveloped or expanded					
	G-B, <del>and</del> G-LI, and <b>G-HI</b>	DT-MX	CR-MR, CR-MX	TN-MX	TN-R	ES-SR, SU-R, G-RL
ES-R, SU-R, G-RL	Type D	None	Type C	Type B	Type A	None
TN-R	Type D	None	Type C	Type A	None	Type A
TN-MX	Type D	None	Type C	None	None	Type A
CR-MR, CR-MX	Type B	None	None	Type A	None	Type B
DT-MX, G-B, G-LI, <b>G-HI</b>	None	None	None	None	None	Type A

(7) Disturbance or encroachments.

- (a) Buffers shall **not** contain **any** ~~no driveways~~, parking areas, patios, storm water detention facilities, or any other structure or accessory uses except for approved structural buffers.
- (b) Underground utilities, **driveways, vegetated berms, public sidewalks, paths, and trails** may be permitted ~~to cross within~~ a buffer if the screening standards of this article will be subsequently achieved to the satisfaction of the zoning administrator.

SUBCHAPTER 102-D

- Yellow highlights indicate proposed revisions
- Red ~~crossed-out~~ text indicates proposed deleted text
- **Bold** text indicates proposed new text

The following definitions should be added in alphabetical order to Sec. 102-D-1-2.

Sec. 102-D-1-2.

**Data Processing, Hosting, Related Services, Cryptocurrency Mining. A building or commercial facility whose primary service is data processing or data storage and is**



used to house computer systems and associated components. Also including, a building where cryptocurrency transactions are verified and added to the public ledger (block chain), and also the means through which new units of cryptocurrencies are released, through the use of server farms or data centers employing data processing equipment.

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## Chapter 54. OFFENSES AND MISCELLANEOUS PROVISIONS

### ARTICLE I. IN GENERAL

#### Sec. 54-1. Noise prohibitions.

##### (d) Data Processing, Hosting, Related Services, Cryptocurrency Mining.

- (1) Such uses shall not produce continuous sound that exceeds an average of 65 decibels over any 30-minute period from 8a to 6p, measured at any adjacent property boundary.
- (2) Such uses shall not produce continuous sound that exceeds an average of 55 decibels over any 30-minute period from 6p to 8a, measured at any adjacent property boundary.
- (3) Facility operators shall bear the cost of sound testing required to monitor the above limits up to three (3) times per calendar year.