

GARVIS L. SAMS, JR.
(RETIRED)
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP
SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

TELEPHONE
FACSIMILE

October 23, 2024

VIA ELECTRONIC FORMAT

Mr. Shaun Myers, MPP, AICP
Planning and Zoning Manager
City of Powder Springs
4488 Pineview Drive
Powder Springs, Georgia 30127

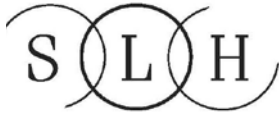
Re: Applications for Annexation and Rezoning of Meritage Homes of Georgia, Inc. to Annex and Rezone a parcel from R-20 in Unincorporated Cobb County to PUD-R in the City of Powder Springs to be combined with the Westmont Preserve Subdivision; Land Lot 1019, 19th District, 2nd Section, Powder Springs, Cobb County, Georgia

Dear Shaun:

This firm has been engaged by and represents Meritage Homes (“Applicant”) concerning the above-captioned Applications for Annexation and Rezoning. In that regard, attached please find the Zoning Application and the following:

1. Copy of the deed reflecting the record titleholder.
2. Legal description of the Subject Property sought to be rezoned, as contained in the above referenced deed.
3. A copy of the Site Plan.
4. A map outlining the parcels in relation to the surrounding area.
5. A Variance Application will be submitted under separate cover if the need for waivers or variances presents itself.

I trust that the attached materials comport with the applicable requirements for annexation and rezoning of the Subject Property. Please feel free to contact me if you or your staff have any questions or require any additional information or documentation.



VIA ELECTRONIC FORMAT

Mr. Shaun Myers, MPP, AICP
Planning and Zoning Manager
City of Powder Springs
October 23, 2024
Page 2

With kind regards, I am

Very truly yours,

SAMS, LARKIN & HUFF, LLP

A handwritten signature in cursive script that reads "Parks F. Huff".

Parks F. Huff

A solid black rectangular redaction box covering the text below the signature.

PFH/jac
Attachments

cc: Ms. Pam Conner, City Manager (via email w/attachments)
Ms. Tina Garver, Community Development Director (via email w/attachments)
Mr. Clay Kirkley, VP Land Development, Meritage Homes of Georgia, Inc. (via email w/attachments)
Mr. Jeff Smith, P.E., Ridge Planning and Engineering (via email w/attachments)



Community Development Dept.
4181 Atlanta Street
Powder Springs, GA 30127
commdev@cityofpowdersprings.org
770-943-1666

Annexation Application

Applicant Or Agent Must Be Present At All Public Hearings

Application Instructions

Please complete all applicable sections of the application and submit to the City of Powders Springs Community Development Department located at 4488 Pineview Drive.

City Staff is available to assist in completing the Property Information Section of the application if needed and answer any questions you may have. Please contact us at 770-943-8001 for assistance.

Please note that the application must be notarized and returned to the following address:

Attn: Community Development | Annexation
City of Powder Springs
4181 Atlanta Street
Powder Springs, GA 30127.

Submittal Requirements

The following information must be submitted by the property owner:

1. Legal Description of the Property.
2. 3 copies each of survey and tax plat (8 1/2 inches by 14 inches or less) prepared by a surveyor particularly delineating the aforesaid land and area and showing on same, the legal owner(s) of all the property so included and also the existing corporate limits of the City at the place(s) where same adjoins or is contiguous to said property.
3. Copy of the Certificate of Occupancy (CO) from City of Powder Springs Community Development Department or Cobb County Building Inspections (as applicable). If property is vacant, no Certificate of Occupancy is necessary.
4. If requesting **Rezoning**, an application for rezoning of the property or properties proposed for annexation shall be filed concurrently with the filing of any application by a property owner for annexation.

Official Use Only

Planning & Zoning Hearing:

Mayor & Council Hearing:



Community Development Dept.
4181 Atlanta Street
Powder Springs, GA 30127
commdev@cityofpowdersprings.org
770-943-1666

Annexation Application

Applicant Or Agent Must Be Present At All Public Hearings

Applicant Information

Name: Meritage Homes of Georgia, Inc.

Address: 2700 Cumberland Pkwy., Suite 400, Atlanta, GA 30339

Phone: [REDACTED]

Email: [REDACTED]

Property Owner

Elector

Primary Contact Person

Property Owner Information Complete if different than applicant.

Name: Dossey, LLC

Address: 6234 Old Highway 5, Suite D9-250, Woodstock, GA 30188

Phone: [REDACTED]

Email: [REDACTED]

Property Information

Address: Austell Powder Springs Road

Parcel ID Number: 19101900300

Land Lot: 1019

District: 19

Number of Acres: 0.505 ac

Current County Zoning: R-20

If residential, how many residents? 0

Proposed City Zoning: PUD-R to be combined with Westmont Preserve Subdivision

Notary Attestation

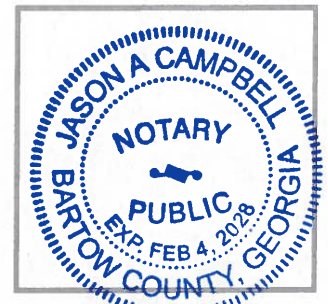
I attest that this application and its attachments are accurate to the best of my knowledge and certify that the described property adjoins and is contiguous to the existing corporate limits of the City of Powder Springs, Georgia:

Executed in Marietta (City), GA (State).

[Signature]
Parks F. Huff
Attorney for Applicant
Printed Name
10-23-2024
Date

Subscribed and sworn before me this 23rd day of Oct. 2024

[Signature] Jason A. Campbell
Signature of Notary Public
Name of Notary Public
02-04-2028
My Commission Expires



After recording return to:

Hartley, Rowe & Fowler
Post Office Box 479
Douglasville, GA 30133
RJK

STATE OF GEORGIA

FULTON COUNTY

LIMITED WARRANTY DEED
Made By
GEORGIA POWER COMPANY
To
DOSSEY, LLC

THIS LIMITED WARRANTY DEED is made as of the 4th day of October, 2022, by and between GEORGIA POWER COMPANY, a Georgia corporation having its principal offices in Atlanta, Fulton County, Georgia, and whose address is BIN 10151, 241 Ralph McGill Boulevard, Atlanta, Georgia 30308-3374, Attn: Manager, Land Sales (hereinafter referred to as "Grantor"), and DOSSEY, LLC, a Georgia limited liability company, whose address is 6234 Old Highway 5, Suite D9-250, Woodstock, Georgia 30188 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and transferred, and by these presents does grant, bargain, sell, alien, convey and transfer unto Grantee the "Property" (as that term is hereinafter defined).

Definitions:

"**Communications Facilities**" means (a) equipment, systems or facilities used for or in connection with communications by radio, including without limitation, microwave towers, mobile base radio towers, radio base repeater towers, telemeter transmitters, multiple address system radios or power line carrier equipment, and any permits, licenses or leases relating to any one or more of the foregoing, (b) equipment, systems or facilities used for or in connection with light wave communications over optical fibers, including without limitation, optical fibers, optronic or photo optronic equipment, repeaters, junctions, splice enclosures or

equipment for the conversion of light signals to or from radio or electronic signals, and (c) conduits, ducts, cables, lines, wires, fibers and other conductors (along with all necessary or convenient ancillary facilities, structures, appliances, devices, wires and other equipment) used or useful in the transmission, in any form, of writings, signs, signals, pictures, sounds, information, data or other similar content, and any permits, licenses or leases relating to any one or more of the foregoing.

“Distribution Facilities” means any and all property, real, personal or mixed (including without limitation fixtures or equipment), constituting all or any portion of any existing overhead or underground electric distribution lines, service lines or communications lines of Grantor, or any affiliates of Grantor, including without limitation lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment.

“Facilities” means the Distribution Facilities, Guy Facilities, Transmission Facilities and any Lighting Facilities located on the Property.

“Guy Facilities” means any and all property, real, personal or mixed (including without limitation fixtures or equipment), located on the Land and constituting all or any portion of any existing overhead or underground guy poles (made of wood or any other material), guy wires, anchors or related facilities of Grantor, or any affiliates of Grantor.

“Guy Reserved Rights” means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor’s agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon, over, across and under to implant, install and maintain continuously the Guy Facilities on the Land at places where Grantor may find it necessary or desirable in the construction and maintenance of its Facilities now erected or hereafter to be erected.

“Land” means the property described on Exhibit “A” attached hereto and by reference made a part hereof.

“Lighting Facilities” means all or any portion of any outdoor lighting system of Grantor, or any affiliates of Grantor, whether in existence as of the Effective Date or subsequently installed on the Land, separately metered from the electric utility service for the Property including, without limitation any light pole(s) and overhead and underground service lines for such light pole(s), any poles, lighting fixtures, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment located on the Land.

“Lighting Reserved Rights” means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor’s agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements (a) upon, over, across and under the Land to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance, add onto and remove all or any portion of any Lighting Facilities on the Land, and (b) over and across the roadways, driveways and parking areas from time to time located on the Land to obtain access to such Lighting Facilities for the foregoing purposes; provided, however, such reserved rights by Grantor shall automatically terminate without any further action required by the parties upon the later to occur of: (i) the expiration or termination date of any Lighting Services Agreement between the owner of the Property and Georgia Power Company, or (ii) the date that the Lighting Facilities have been permanently removed from the Land.

“Overhead Distribution Reserved Rights” means the reservation by Grantor, unto itself, its successors

and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor's agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon, over, across and under the Land (i) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto the Distribution Facilities; and (ii) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto additional overhead and underground distribution and communications lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables and equipment, and protective wires and devices; and, in addition to and not in limitation of the foregoing, the terms and provisions of the Form Overhead Distribution Easement attached hereto as **Exhibit "Form Overhead DE"** and by reference made a part hereof which shall apply to such easements as if "Georgia Power" referred to Grantor, "Premises" referred to the Land and the "Undersigned" referred to Grantee, and with such changes as may be necessary to reflect that such easements were reserved by Grantor rather than granted by Grantee.

"Property" means the Land and any improvements located thereon less and except (i) the Facilities and (ii) the Reserved Rights.

"Purchase Price" means NINE THOUSAND FIVE HUNDRED and No/100 Dollars (\$9,500.00).

"Reserved Rights" means the Guy Reserved Rights, Overhead Distribution Reserved Rights, the Underground Distribution Reserved Rights, the Transmission Reserved Rights and the Lighting Reserved Rights.

"Transmission Facilities" means any and all property, real, personal or mixed (including without limitation fixtures or equipment), constituting all or any portion of any existing electric transmission lines or communications lines of Grantor, or any affiliates of Grantor, including without limitation lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment.

"Transmission Reserved Rights" means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor from time to time designates (such as but not limited to Grantor's agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon, over, across and under the Land (i) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto the Transmission Facilities (including, without limitation, Communications Facilities); and (ii) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto additional electric transmission, distribution and communications lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment, including, without limitation, Communications Facilities, and, in addition to and not in limitation of the foregoing, the terms and provisions of the Form Transmission Easement attached hereto as **Exhibit "Form TE"** and by reference made a part hereof which shall apply to such easements as if "Georgia Power" referred to Grantor and the "Undersigned" referred to Grantee, and with such changes as may be necessary to reflect that such easements were reserved by Grantor rather than granted by Grantee.

"Underground Distribution Reserved Rights" means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor's agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon and under the Land to construct,

install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto underground distribution and communications lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables and equipment, and protective wires and devices; and, in addition to and not in limitation of the foregoing, the terms and provisions of the Form Underground Distribution Easement attached hereto as Exhibit "Form Underground DE" and by reference made a part hereof which shall apply to such easements as if "Georgia Power" referred to Grantor, "Premises" referred to the Land and the "Undersigned" referred to Grantee, and with such changes as may be necessary to reflect that such easements were reserved by Grantor rather than granted by Grantee.

TOGETHER WITH all and singular the rights, members and appurtenances in and to the Property anyway appertaining or belonging thereto.

The Property is conveyed by Grantor subject to all matters of record and the Reserved Rights which are hereby expressly reserved by Grantor. The Property is also conveyed subject to the following: (i) ad valorem property taxes for the year of 2022 and subsequent years not yet due and payable (provided, however, that Grantor shall pay the ad valorem property taxes for the Property attributable to all time periods prior to and through 2022 prior to delinquency pursuant to Grantor's normal property tax payment procedures; Grantee acknowledges that Grantor is a public utility, and, as a result, the date Grantor's ad valorem property taxes become delinquent differs from the date for the general public); (ii) riparian rights of owners of adjoining properties or upstream users, and the right and easement of Grantor to continue to drain the runoff from any adjoining property of Grantor in the manner currently drained; (iii) general utility, roadway and other easement(s) in favor of any telephone, gas or other utility company, Cobb County, Georgia, or any other local, state or federal governmental agency or entity; (iv) matters disclosed by that certain Property Plat for Georgia Power Company Land Department, Drawing Number L-568-2, and dated March 3, 1995 (the "Survey"), which Survey is incorporated herein by this reference; (v) matters that would be disclosed by an accurate survey and inspection of the Property; (vi) the Reserved Rights; and (vii) any discrepancy between the description set forth on Exhibit "A" hereto and the description by which Grantor acquired the tract of which the Property constitutes all or a part (the items set forth in (i) through (vii) immediately above being hereinafter collectively referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of Grantee forever in fee simple, subject to the Permitted Exceptions.

AND Grantor shall warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, excepting only those claims arising by reason of the Permitted Exceptions.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PROPERTY AND ANY BUILDINGS, OTHER STRUCTURES AND IMPROVEMENTS, FIXTURES AND REAL AND PERSONAL PROPERTY, IF ANY, HEREIN CONVEYED ARE HEREBY CONVEYED, AS APPLICABLE, BY GRANTOR TO GRANTEE UPON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL KNOWN AND UNKNOWN ENVIRONMENTAL CONDITIONS AND LIABILITIES (INCLUDING WITHOUT LIMITATION STRICT LIABILITY). GRANTEE ASSUMES ALL LIABILITY (INCLUDING STRICT LIABILITY) ASSOCIATED WITH THE PROPERTY, WHETHER KNOWN OR UNKNOWN. NEITHER GRANTOR NOR ANY PERSON OR ENTITY OF ANY KIND OR NATURE WHATSOEVER ACTING FOR OR ON BEHALF OF GRANTOR EITHER HAS MADE OR HEREBY MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE VALUE,

QUANTITY, CONDITION, SALABILITY, OBSOLESCENCE, MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR WORKING ORDER THEREOF. GRANTEE HAS ACQUIRED THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL KNOWN AND UNKNOWN ENVIRONMENTAL CONDITIONS AND LIABILITIES (INCLUDING WITHOUT LIMITATION STRICT LIABILITY). GRANTEE HAS MADE SUCH INSPECTION OF THE PROPERTY AS IT BELIEVES TO BE WARRANTED UNDER THE CIRCUMSTANCES AND HAS NOT RELIED UPON ANY REPRESENTATION OF GRANTOR.

This instrument shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]


[SIGNATURE PAGE TO LIMITED WARRANTY DEED]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and its corporate seal to be affixed hereunto by its duly authorized officers as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

GEORGIA POWER COMPANY, a Georgia corporation

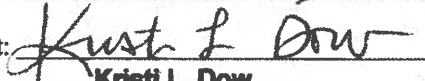


Witness

By: 
Its: Natural Resources GM



Notary Public

Attest: 
Its: Kristi L. Dow

My Commission Expires: 02-17-2028

**Assistant Secretary
(CORPORATE SEAL)**

[NOTARY PUBLIC SEAL]

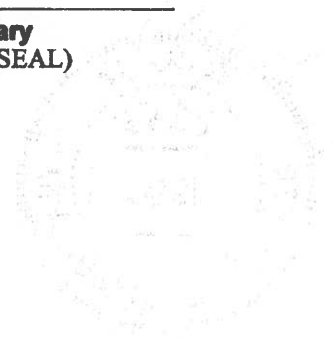
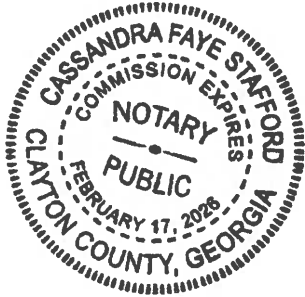


Exhibit "A"**Legal Description of the Land**

ALL THAT TRACT OR PARCEL LAND LYING AND BEING IN LAND LOT 1019, 19TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SMITH LANE AND THE WESTERLY RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) AND RUNNING ALONG SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) NORTH 34°32'30" WEST, A DISTANCE OF 79.52 FEET TO A MONUMENT FOUND (A G.P.C. BRASS DISK IN CONCRETE) ON SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD), SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) AND RUNNING SOUTH 66°42'49" WEST, A DISTANCE OF 149.86 FEET TO A MONUMENT FOUND (G.P.C. BRASS DISK IN CONCRETE); THENCE RUNNING NORTH 34°00'00" WEST A DISTANCE OF 150.82 FEET TO AN IRON PIN FOUND; THENCE RUNNING NORTH 67°07'36" EAST, A DISTANCE OF 148.63 FEET TO A ½" REBAR WITH SBT CAP ON THE WESTERLY RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD); THENCE RUNNING ALONG SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) SOUTH 34°32'30" EAST, A DISTANCE OF 150.00 FEET TO A MONUMENT FOUND (A G.P.C. BRASS DISK IN CONCRETE) ON SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD), AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.505 ACRES AS SHOWN ON THAT CERTAIN PROPERTY PLAT FOR GEORGIA POWER COMPANY LAND DEPARTMENT, DRAWING NUMBER L-568-2, AND DATED MARCH 3, 1995, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

Exhibit "Form Overhead DE"

Form Overhead Distribution Easement

EASEMENT

STATE OF GEORGIA,
_____ COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company the sum of _____ Dollars (\$_____), in consideration of which the undersigned, _____, whose Post Office Address is _____, do _____ hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot _____, Number _____ of the _____ District, _____ Section, of _____ County, State of Georgia, said land being bounded as follows:

on the North by lands of _____,
on the South by lands of _____,
on the East by lands of _____,
and on the West by lands of _____,

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said land with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right to assign this easement in whole or in part; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution line, plus the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the distribution line.

Exhibit "Form TE"**Form Transmission Easement****EASEMENT FOR RIGHT-OF-WAY**

STATE OF GEORGIA,

_____ COUNTY.

_____ (hereinafter referred to as the "Undersigned" which term shall include heirs, successors and assigns) does hereby grant to GEORGIA POWER COMPANY, a Georgia corporation (hereinafter referred to as "Georgia Power" which term shall include successors and assigns), the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and underground electric transmission, distribution and communication lines, together with necessary or convenient towers, frames, poles, wires, manholes, conduits, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to as the "Facilities") upon or under a tract of land being more fully located and described below (hereinafter referred to as the "Premises"), together with the right of Georgia Power to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Georgia Power together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Premises for the purposes above described, including the right of ingress and egress to and from the Premises over lands of the Undersigned and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Premises or that may hereafter be placed on the Premises by the Undersigned or any other person. Further, Georgia Power shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Undersigned adjacent to the Premises which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Premises, provided that on future cutting of such danger trees Georgia Power shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of Georgia Power. The Undersigned shall notify Georgia Power of any party with whom it contracts, and who owns as a result thereof, any danger trees to be cut as set forth above. Georgia Power shall also have, and is hereby granted, the right to install, maintain and use anchors or guy wires on lands of the Undersigned adjacent to the Premises, and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Premises.

The Premises are shown on a plat made by or for Georgia Power, and on file in Georgia Power's Land Department, and are as described as follows:

Georgia Power shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Premises by employees of Georgia Power and its agents, in the construction, reconstruction, operation and maintenance of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Premises as herein provided or which interfere with or may be likely to interfere with or endanger the Facilities or their proper maintenance and operation, provided the Undersigned shall give Georgia Power written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify Georgia Power of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences; and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Premises in the construction, reconstruction, operation and maintenance of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property

of Georgia Power. The Undersigned will notify Georgia Power in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Premises for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of, extensions or additions to the Facilities; and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to Georgia Power hereby) may be erected upon the Premises.

The Undersigned expressly grants to Georgia Power the right to take any action, whether at law or in equity, and whether by injunction, ejection or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Premises (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify Georgia Power in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements and interests herein granted to Georgia Power.

Georgia Power shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto Georgia Power the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Premises.

The Undersigned warrants and will forever defend the title to the rights, privileges and easements granted herein to Georgia Power against the claims of all persons whatsoever.

Exhibit "Form Underground DE"

Form Underground Distribution Easement

EASEMENT

STATE OF GEORGIA,
_____ COUNTY.

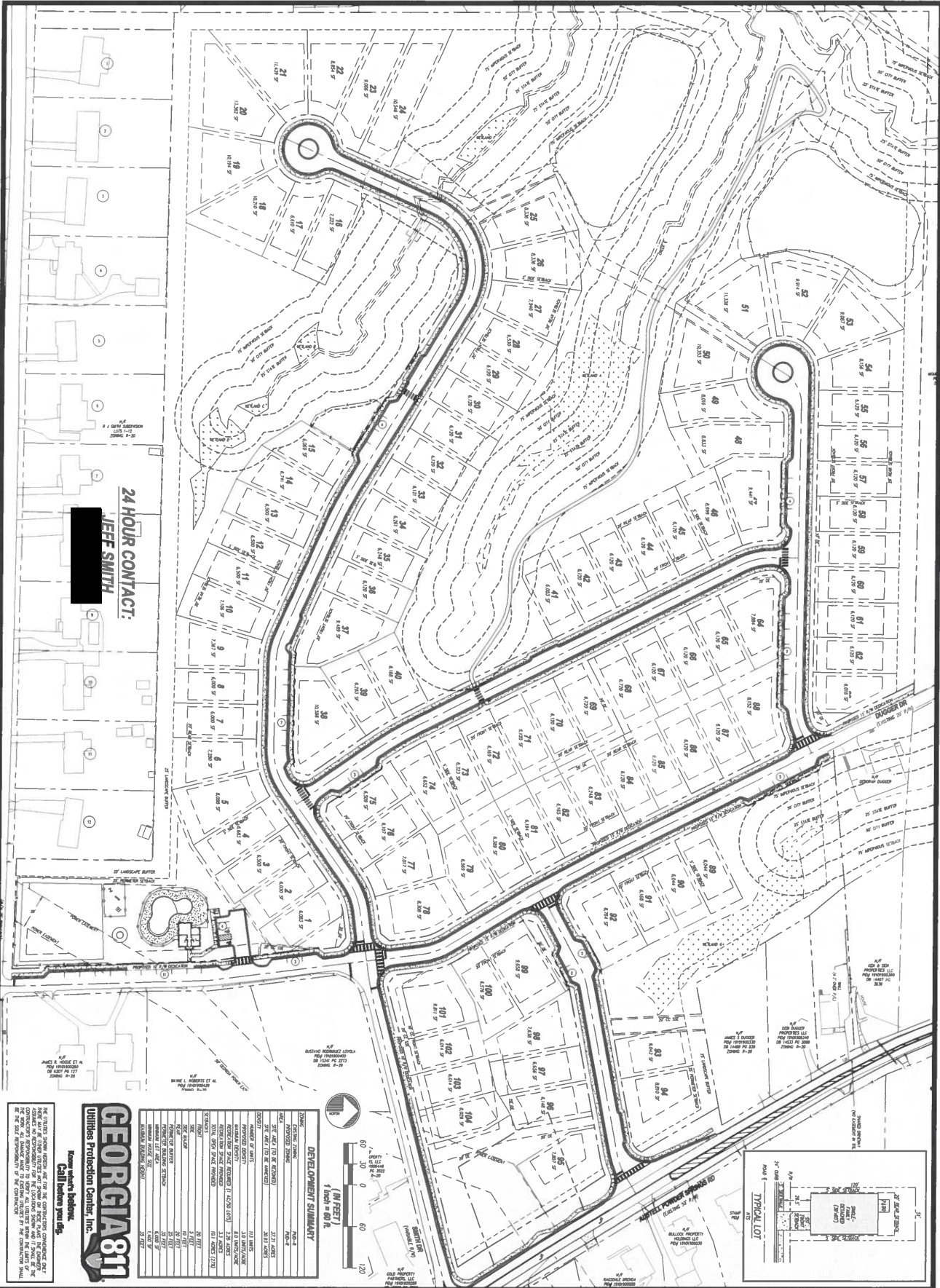
Received of GEORGIA POWER COMPANY, hereinafter called the Company the sum of _____ Dollars (\$ _____), in consideration of which the undersigned, _____, whose Post Office Address is _____, do _____ hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot _____, Number _____ of the _____ District, _____ Section, of _____ County, State of Georgia, said land being bounded as follows:

on the North by lands of _____,
on the South by lands of _____,
on the East by lands of _____,
and on the West by lands of _____,

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with manholes, conduits, cables, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires under said land with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person; together with the right to assign this easement in whole or in part; together with the right at all times to enter upon said land for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said underground lines, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said underground lines, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within ten (10') feet of the underground distribution line.



24 HOUR CONTACT:
JEFF SMITH

GEORGIA 811
Utilities Protection Center, Inc.
Call before you dig.

CONSTRUCTION PLANS
DUGGER SUBDIVISION
LAND LOT 1019 AND 1020
19TH DISTRICT
POWDER SPRINGS, GEORGIA

DEVELOPMENT SUMMARY

ITEM	QUANTITY	REMARKS
TOTAL LOTS	102	
TOTAL ACRES	27.1	
RESIDENTIAL UNITS	102	
STREETS	1	19TH DISTRICT
WATER MAINS	1	19TH DISTRICT
SEWER MAINS	1	19TH DISTRICT
STORM SEWER MAINS	1	19TH DISTRICT
WATER SERVICE LINES	102	
SEWER SERVICE LINES	102	
STORM SEWER SERVICE LINES	102	
CONCRETE DRIVEWAYS	102	
CONCRETE SIDEWALKS	102	
CONCRETE CURBS	102	
CONCRETE GUTTERS	102	
CONCRETE DRIVEWAY CURBS	102	
CONCRETE SIDEWALK CURBS	102	
CONCRETE GUTTER CURBS	102	
CONCRETE DRIVEWAY GUTTERS	102	
CONCRETE SIDEWALK GUTTERS	102	
CONCRETE GUTTER GUTTERS	102	
CONCRETE DRIVEWAY GUTTER CURBS	102	
CONCRETE SIDEWALK GUTTER CURBS	102	
CONCRETE GUTTER GUTTER CURBS	102	
CONCRETE DRIVEWAY GUTTER CURB GUTTERS	102	
CONCRETE SIDEWALK GUTTER CURB GUTTERS	102	
CONCRETE GUTTER GUTTER CURB GUTTERS	102	
CONCRETE DRIVEWAY GUTTER CURB GUTTER GUTTERS	102	
CONCRETE SIDEWALK GUTTER CURB GUTTER GUTTERS	102	
CONCRETE GUTTER GUTTER CURB GUTTER GUTTERS	102	



OWNER/DEVELOPER
DOSSEY, LLC
6234 OLD HIGHWAY 5
SUITE D9-250
WOODSTOCK, GA 30188

CONSTRUCTION PLANS
DUGGER SUBDIVISION
LAND LOT 1019 AND 1020
19TH DISTRICT
POWDER SPRINGS, GEORGIA

RIDGE PLANNING AND ENGINEERING®
6234 OLD HIGHWAY 5 - SUITE D9-250
WOODSTOCK, GA 30188
OFFICE: 770-952-3018

ZONING PLAN
Z100

CONSTRUCTION NUMBER: 2024
EXPIRATION DATE: 08/01/2024



REVISIONS

DATE: 08/01/2024

BY: JEFF SMITH

PROJECT: DUGGER SUBDIVISION

SCALE: AS SHOWN

DATE: 08/01/2024

BY: JEFF SMITH

PROJECT: DUGGER SUBDIVISION

SCALE: AS SHOWN

DATE: 08/01/2024

BY: JEFF SMITH

PROJECT: DUGGER SUBDIVISION

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DATE: 08/01/2024

BY: JEFF SMITH

PROJECT: DUGGER SUBDIVISION

SCALE: AS SHOWN

DATE: 08/01/2024

BY: JEFF SMITH

PIN 19101900300 - R-20 in CAC



10/9/2024, 12:56:34 PM

- Commissioner Districts**
- District Four (SW Cobb) Monique Sheffield
- Cities**
- Powder Springs
 - Current Case
 - Past Case
 - Proposed Case
 - Zoning Districts
 - <all other values>
- Zoning Districts**
- DF
 - HI
 - RR
 - RD
 - RM-16
 - Subdivisions
 - Local/Private
 - NRC
 - IF
 - R-40/OSC
 - RA-4
 - MHP/PS
 - Landlots
 - Ramps
 - LI
 - R-40
 - RA-5
 - RDR
 - Cobb Parcels
 - ORTHOS
 - LRD
 - R-30/OSC
 - SC
 - MHP
 - Main rail line
 - Red Band_1
 - GC
 - OI
 - R-30
 - RA-6
 - RSL
 - Cobb Roads
 - Green Band_2
 - OMR
 - R-20/OSC
 - RM-8
 - RMR
 - Interstates
 - Blue Band_3
 - OHR
 - R-20
 - R-15/OSC
 - FST
 - PD
 - Antennas
 - Major Collectors
 - NS
 - PSC
 - R-80
 - R-15
 - R-15/OSC
 - FST6
 - PRD
 - Minor Collectors
 - R-80
 - R-12
 - RM-12
 - TS
 - Local

0 0.02 0.04 0.07 0.14 km

0 0.02 0.04 0.07 0.14 mi

1:2,257

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This map is a user generated static output from an internet mapping
 Cobb County GIS



Rezoning Request Application Packet

Applicant's Public Notice Requirements

The Code requires public notice of your Rezoning request, Special Use and Variance requests. The Community Development Department will tell you when and where the Planning and Zoning Commission and the Mayor and Council meetings will be held.

Newspaper: The City will publish a legal notice in the newspaper regarding your application and announcing the time and place of the public hearing. At least 15 days before the Mayor and Council but no more than 45 days prior to the date of the public hearing.

Sign Posting, Public Hearing Notice & Affidavit

Sign Posting: The applicant shall be required to post and maintain signs supplied by the City on or near the right-of way of the nearest public street, so as to be visible from the street for at least 15 days and not more than 45 days immediately preceding the date for the governing body's public hearing on the rezoning or special use application. It is your responsibility to post the signs and to maintain the signs during the posting period. Failure to post and maintain the signs continuously may prohibit consideration of the application at any scheduled public hearing. In the event the signs are not posted continuously, the City, in its sole discretion, may require the reposting and re-advertising prior to any future public hearing, for which the applicant shall pay an additional re-advertising fee. The City may also in its sole discretion, continue, hold, approve, or dismiss the application. Any dismissal under the provisions of this paragraph shall be with prejudice unless specifically noted as being without prejudice by the City.

Public Hearing Notice: At least 15 days before the Planning & Zoning Commission's public hearing, you are to mail a notice to all persons owning property within 200 feet of the property that is the subject matter of the zoning change. The notice is to state the time, place and purpose of the hearings, and include a page size copy of the sketch plan submitted with the application.

Affidavit: Prior to the public hearing you must also submit an affidavit with a copy of the notice to the Community Development Director listing the property owners and certifying the date that the notices were mailed (form attached)

City Actions

The Community Development Department will date your application when it is received. The Community Development Department has five (5) working days in which to determine that your application is complete or to return it to you for additional information. The application will not be scheduled for public hearing until it is complete. The Planning Commission's public hearing will be held at the time advertised. At the public hearing, you will be allowed to speak first in order to present the application. Others in support of the application may then speak, followed by those in opposition to the application. You may then be allowed time for rebuttal if adequate time remains. Rebuttal must be limited to points or issues raised by opponents to the application at the hearing. After the Planning Commission has made their recommendation, the Mayor and City Council will consider approval or denial of the application at their own public hearing. You or a representative thereof with authority to make binding commitments to the City with respect to any stipulations that may be offered in connection with such application shall attend the meetings, and make a presentation following the same procedure as the Planning Commission hearing. The final action taken by the Mayor and City Council will be indicated on the application form, along with any stipulations that they impose on the property if approved, and a copy will be given to you as official notice of their final action.

Contact Information

The Community Development Dept.
4181 Atlanta Street
Powder Springs GA 30127.
commdev@cityofpowdersprings.org
770-943-1666

Zoning Administrator
Shaun Myers
Planning and Zoning Manager
smyers@cityofpowdersprings.org
770-943-1666



city of
powder springs

Rezoning Request

Application Checklist

Applicant Information

Name Meritage Homes of Georgia, Inc.	Phone [REDACTED]
Mailing Address 3700 Mansell Road, Suite 550 Alpharetta, GA 30022	Email [REDACTED]

Application Checklist

The following information will be required:

- Application
- Notice of Intent
- Applicant's Written Analysis
- Campaign Contribution Disclosure
- Owner's Authorization, if applicable.
- Legal Description and Survey Plat of the property
- Application Fee (summary of fees attached)
- Copy of the Deed that reflects the current owners name
- Vicinity Map outlining the parcel/s in relation to the surrounding area
- Site plan, plat or survey prepared by an architect, engineer. The following information **must** be included:
Specific use or uses proposed for the site. Acreage, bearing and distances, other dimensions, and location of the tract(s). Locations, sizes and setbacks of proposed structures, including the number of stories and total floor area, height, for residential number of units, Square footage of heated floor area. Detention/retention areas, and utility easements. Location of dumpsters. Public or private street(s) - right of way and roadway widths, approximate grades Location and size of parking area with proposed ingress and egress. Specific types and dimensions of protective measures, such as buffers. Landscaping. Wetlands, stream buffers, and 100 year floodplain.
- Sketch Plan/ Architectural Rendering, if applicable
- Traffic Study required for development with 500,000 sf of nonresidential floor area or 350 dwelling units or more.
- List additional attachments:

Note Carefully

If your application qualifies as a "Development of Regional Impact" (see Article 13) then you must follow additional procedures BEFORE your application can be considered. The Community Development Department will assist you with the DRI process, which is mandated by State and GRTA requirements.

Indicate the current zoning district of the property, and the zoning district you are requesting. File a separate application for each Rezoning request naming a different zoning district. A Special Use request, Variance request can be filed concurrently with a Rezoning request on the same property by separate application.



city of powder springs
Rezoning Request
Application Form

Applicant Information

Name Meritage Homes of Georgia, Inc.	Phone [REDACTED]
Mailing Address 3700 Mansell Road, Suite 550 Alpharetta, GA 30022	Email [REDACTED]

Rezoning Request Property Information

Address Austell Powder Springs Road, Dugger Drive, Smith Drive and Frank Aikin Road	Parcel ID / Lot# [REDACTED]	Shown on attached Warranty Deed	Acreage 0.505
Present Zoning R-20 in Cobb County	Proposed Zoning PUD-R in Powder Springs - To be added to the abutting Westmont Preserve Subdivision		
Source of Water Supply	Source of Sewage Disposal		
Proposed Use Peak Hour Trips Generated	Source		

Additional Information, If Applicable

Elementary School and School's Capacity	Middle School and School's Capacity
High School and School's Capacity	

Notary Attestation

Executed in Marquette (City), GA (State).

	Parks F. Huff Attorney for Applicant	<u>10-23-2024</u>
	<small>Printed Name</small>	<small>Date</small>

Subscribed and sworn before me this 23rd day of Oct month, 2024

	Jason A. Campbell	<u>02-04-2028</u>
<small>Signature of Notary Public</small>	<small>Name of Notary Public</small>	<small>My Commission Expires</small>



For Official Use Only

PZ #	
Planning Commission Hearing	City Council Hearing
Withdrawal Date	Reason for Withdrawal



**city of
powder springs**
Rezoning Request
Notice of Intent

Applicant Information

Name Meritage Homes of Georgia, Inc.	Phone [REDACTED]
Mailing Address 3700 Mansell Road, Suite 550 Atlanta, GA 30339	Email [REDACTED]

Notice of Intent

PART I. Please indicate the purpose of this application : The Applicant is requesting to annex and rezone the Subject Property located just north of the northwest corner of Austell Powder Springs Road and Smith Drive in order to add it to the Westmont Preserve Subdivision that was the subject of PZ22-001.

PART II. Please list all requested variances:

N/A

Part III. Existing use of subject property:

Undeveloped parcel.


Part IV. Proposed use of subject property:

Addition to the Westmont Preserve Subdivision Single-family residential subdivision.

Part V. Other Pertinent Information (List or attach additional information if needed):

The original site plan approved as part of PZ22-001 had a cul-de-sac street coming off Dugger Drive. An application for changes to previously approved conditions has been submitted and this proposal is to annex and rezone the County parcel into the City of Powder Springs to the PUD-R zoning district to be added to the Westmont Preserve Subdivision that was the subject of PZ22-001.

Applicant Signature

	Parks F. Huff Attorney for Applicant	10-23-2024
Parks F. Huff/Attorney for Applicant	Printed Name	Date



Rezoning Request

Applicant's Written Analysis

Applicant Information

Name	Meritage Homes of Georgia, Inc.	Phone	[REDACTED]
Mailing Address	3700 Mansell Road, Suite 550 Alpharetta, GA 30022	Email	[REDACTED]

Written Analysis

In details please address these Rezoning Criteria: **SEE ATTACHED ANALYSIS**

a. Whether the proposed zoning district and uses within that district are compatible with the purpose and intent of the comprehensive plan. The future development map and the future land use plan map of the city's comprehensive plan shall be used in decision making relative to amendments to the official zoning map.

b. Whether the proposed zoning district and uses permitted within that district are suitable in view of the zoning and development of adjacent and nearby property.

c. Whether the existing use or usability of adjacent or nearby property will be adversely affected by one or more uses permitted in the requested zoning district.

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned;

e. Whether public facilities such as roads, schools, water and sewer utilities, and police and fire protection will be adequate to serve the proposed zoning district and uses permitted.

f. Whether the proposed zoning district and uses permitted within that zoning district are supported by new or changing conditions not anticipated by the comprehensive plan or reflected in the existing zoning on the property or surrounding properties.

g. Whether the proposed zoning district and uses permitted within that zoning district reflect a reasonable balance between the promotion of the public health, safety, morality or general welfare and the right to unrestricted use of property.

Applicant Signature

	Parks F. Huff/Attorney for Applicant	10-23-2024
Parks F. Huff/Attorney for Applicant	Printed Name	Date

**STATE OF GEORGIA
CITY OF POWDER SPRINGS**

ZONING ANALYSIS

**Meritage Homes of Georgia, Inc. – Application for
Change in Previously Approved Conditions of PZ22-001**

- a. Whether the proposed zoning district and uses within that district are compatible with the purpose and intent of the comprehensive plan. The future development map and the future land use plan map of the city’s comprehensive plan shall be used in decision making relative to amendments to the official zoning map.**

The Subject Property is located in the City of Powder Springs as is noted as being in the LI land use category on the City’s Future Land Use Map (“FLUM”). The City of Powder Springs FLUM indicates nearby properties in the City of Powder Springs along this section of the Austell Powder Springs Road, Dugger Drive, Smith Drive and Frank Aikin Road are delineated as being in the Retail Commercial, LD Residential and the MD Residential land use categories. The proposed change to the previously approved PUD-R zoning district and the proposed use contained and embodied within the Application will allow the Subject Property to be developed on a tract of land that is among properties developed with single-family residential, retail commercial, and automotive businesses.

- b. Whether the proposed zoning district and uses permitted within that district are suitable in view of the zoning and development of adjacent and nearby property.**

The zoning proposal will permit a use of the property which is suitable in the context of development and existing zonings which are in direct contiguity or adjacent to the Subject Property that had originally approved for the current single-family detached subdivision. This proposal is to amend the previously approved site plan to allow an entrance from Austell Powder Springs Road to Dugger Drive that was originally approved as a cul-de-sac street from Dugger Drive.

- c. Whether the existing use or usability of adjacent or nearby property will adversely affected by one or more uses permitted in the requested zoning district.**

The zoning proposal will have no adverse effect or impact upon the existing uses or usability of adjacent or nearby properties, the preponderance of which are residentially zoned and which transition to commercial. Nearby properties within the City of Powder Springs have varying densities for MDR and LDR residential zonings.

- d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.**

The previously approved site plan from PZ22-001 had one access from Austell Powder Springs Road into the proposed subdivision. The current proposal removes the previously approved site plan indicating a cul-de-sac from Dugger Drive and will add an additional entrance on Austell Powder Springs Road and connect to Dugger Drive in place of the cul-de-sac street from Dugger Drive.

- e. Whether public facilities such as roads, schools, water and sewer utilities, and police and fire protection will be adequate to serve the proposed zoning district and uses permitted.**

The zoning proposal will have no adverse impact upon the existing infrastructure including, but not limited to, existing streets, fire and police protection, transportation facilities, utilities or schools.

- f. Whether the proposed zoning district and uses permitted within that zoning district are supported by new or changing conditions not anticipated by the comprehensive plan or reflected in the existing zoning on the property or surrounding properties.**


The proposed use will occupy a section of Austell Powder Springs Road that is in an area developed with single-family residential, retail and automotive uses.

- g. Whether the proposed zoning district of PUD-R and uses permitted within that zoning district reflect a reasonable balance between the promotion of the public health, safety, morality or general welfare and the right to unrestricted use of property.**

The proposed change in the previously approved conditions is balanced between the proposed zoning amendment and the use of the Subject Property and the proposed use's impact to the public's health, safety and general welfare, all of which are beneficial from a land use perspective.

Respectfully submitted, this the 23rd day of Oct. 2024.

SAMS, LARKIN, & HUFF, LLP

By: 

PARKS F. HUFF
Attorney for Applicant
Georgia Bar No. 375010

376 Powder Springs Street, Suite 100
Marietta, GA 30064




Rezoning Request

Campaign Contribution Disclosure

Applicant and Attorney Information

Applicant's Name Meritage Homes of Georgia, Inc.	Applicant's Address 3700 Mansell Road, Suite 550 Alpharetta, GA 30022
Applicant's Attorney Parks F. Huff SAMS, LARKIN & HUFF, LLP	Attorney's Address Suite 100, 376 Powder Springs Street Marietta, GA 30064

Campaign Contribution Disclosure

The following information is provided in accordance with the Georgia Conflict of Interest in Zoning Actions Act, O.C.G.A. 36-67A-1 et seq.

The property that is the subject of the attached application is owned by:

- Individual(s)
 Corporation
 Partnership
 Limited Partnership
 Joint Venture

All persons, corporations, partners, limited partners, or joint ventures party to ownership of the property that is the subject of the attached application are listed below:

APPLICANT: Within the two years preceding the date of the attached application, the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows:

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift
N/A		

ATTORNEY: Within the two years preceding the date of the attached application, the attorney representing the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows:

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift
N/A		



city of powder springs

Rezoning Request

Owner's Authorization Form

Owner's Authorization

Applicant Name Meritage Homes of Georgia, Inc.

Applicant's Address 3700 Mansell Road, Suite 550
Alpharetta, GA 30022

Property Address Austell Powder Springs Road, just north of
Smith Drive Powder Springs, GA

Property PIN 19101900300

This is to certify that I am or We are or I am the Authorized Representative of a Corporation that is the owner of a majority interest in the subject property of the attached application. By execution of this form, this is to authorize the person names as "applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following:

Check all that apply:

Rezoning AND ANNEXATION

Special Use

Hardship Variance

Special Exception

Flood Protection Variance

Appeal of Administrative Decision

Signature of Property Owner(s)

Signature of Owner

JEFF SMITH FOR WORSEY, LLC 10/18/24

Printed Name

Date

State of GA, County of CHEROKEE

This instrument was acknowledged before me this 18 day of OCTOBER

2024, by JEFF SMITH . Identification Presented: GA DL

Signature of Notary Public

VERNON SMITH

Name of Notary Public

1/20/2026

My Commission Expires



Signature of Owner

Printed Name

Date

State of _____, County of _____.

This instrument was acknowledged before me this _____ day of _____.

20____, by _____ . Identification Presented: _____.

Signature of Notary Public

Name of Notary Public

My Commission Expires



After recording return to:

Hartley, Rowe & Fowler
Post Office Box 979
Douglasville, GA 30133
RJK

STATE OF GEORGIA

FULTON COUNTY

LIMITED WARRANTY DEED
Made By
GEORGIA POWER COMPANY
To
DOSSEY, LLC

THIS LIMITED WARRANTY DEED is made as of the 4th day of October, 2022, by and between GEORGIA POWER COMPANY, a Georgia corporation having its principal offices in Atlanta, Fulton County, Georgia, and whose address is BIN 10151, 241 Ralph McGill Boulevard, Atlanta, Georgia 30308-3374, Attn: Manager, Land Sales (hereinafter referred to as "Grantor"), and DOSSEY, LLC, a Georgia limited liability company, whose address is 6234 Old Highway 5, Suite D9-250, Woodstock, Georgia 30188 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and transferred, and by these presents does grant, bargain, sell, alien, convey and transfer unto Grantee the "Property" (as that term is hereinafter defined).

Definitions:

"**Communications Facilities**" means (a) equipment, systems or facilities used for or in connection with communications by radio, including without limitation, microwave towers, mobile base radio towers, radio base repeater towers, telemeter transmitters, multiple address system radios or power line carrier equipment, and any permits, licenses or leases relating to any one or more of the foregoing, (b) equipment, systems or facilities used for or in connection with light wave communications over optical fibers, including without limitation, optical fibers, optronic or photo optronic equipment, repeaters, junctions, splice enclosures or

equipment for the conversion of light signals to or from radio or electronic signals, and (c) conduits, ducts, cables, lines, wires, fibers and other conductors (along with all necessary or convenient ancillary facilities, structures, appliances, devices, wires and other equipment) used or useful in the transmission, in any form, of writings, signs, signals, pictures, sounds, information, data or other similar content, and any permits, licenses or leases relating to any one or more of the foregoing.

“Distribution Facilities” means any and all property, real, personal or mixed (including without limitation fixtures or equipment), constituting all or any portion of any existing overhead or underground electric distribution lines, service lines or communications lines of Grantor, or any affiliates of Grantor, including without limitation lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment.

“Facilities” means the Distribution Facilities, Guy Facilities, Transmission Facilities and any Lighting Facilities located on the Property.

“Guy Facilities” means any and all property, real, personal or mixed (including without limitation fixtures or equipment), located on the Land and constituting all or any portion of any existing overhead or underground guy poles (made of wood or any other material), guy wires, anchors or related facilities of Grantor, or any affiliates of Grantor.

“Guy Reserved Rights” means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor’s agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon, over, across and under to implant, install and maintain continuously the Guy Facilities on the Land at places where Grantor may find it necessary or desirable in the construction and maintenance of its Facilities now erected or hereafter to be erected.

“Land” means the property described on **Exhibit “A”** attached hereto and by reference made a part hereof.

“Lighting Facilities” means all or any portion of any outdoor lighting system of Grantor, or any affiliates of Grantor, whether in existence as of the Effective Date or subsequently installed on the Land, separately metered from the electric utility service for the Property including, without limitation any light pole(s) and overhead and underground service lines for such light pole(s), any poles, lighting fixtures, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment located on the Land.

“Lighting Reserved Rights” means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor’s agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements (a) upon, over, across and under the Land to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance, add onto and remove all or any portion of any Lighting Facilities on the Land, and (b) over and across the roadways, driveways and parking areas from time to time located on the Land to obtain access to such Lighting Facilities for the foregoing purposes; provided, however, such reserved rights by Grantor shall automatically terminate without any further action required by the parties upon the later to occur of: (i) the expiration or termination date of any Lighting Services Agreement between the owner of the Property and Georgia Power Company, or (ii) the date that the Lighting Facilities have been permanently removed from the Land.

“Overhead Distribution Reserved Rights” means the reservation by Grantor, unto itself, its successors

and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor's agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon, over, across and under the Land (i) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto the Distribution Facilities; and (ii) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto additional overhead and underground distribution and communications lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables and equipment, and protective wires and devices; and, in addition to and not in limitation of the foregoing, the terms and provisions of the Form Overhead Distribution Easement attached hereto as **Exhibit "Form Overhead DE"** and by reference made a part hereof which shall apply to such easements as if "Georgia Power" referred to Grantor, "Premises" referred to the Land and the "Undersigned" referred to Grantee, and with such changes as may be necessary to reflect that such easements were reserved by Grantor rather than granted by Grantee.

"Property" means the Land and any improvements located thereon less and except (i) the Facilities and (ii) the Reserved Rights.

"Purchase Price" means NINE THOUSAND FIVE HUNDRED and No/100 Dollars (\$9,500.00).

"Reserved Rights" means the Guy Reserved Rights, Overhead Distribution Reserved Rights, the Underground Distribution Reserved Rights, the Transmission Reserved Rights and the Lighting Reserved Rights.

"Transmission Facilities" means any and all property, real, personal or mixed (including without limitation fixtures or equipment), constituting all or any portion of any existing electric transmission lines or communications lines of Grantor, or any affiliates of Grantor, including without limitation lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment.

"Transmission Reserved Rights" means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor from time to time designates (such as but not limited to Grantor's agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon, over, across and under the Land (i) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto the Transmission Facilities (including, without limitation, Communications Facilities); and (ii) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto additional electric transmission, distribution and communications lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment, including, without limitation, Communications Facilities, and, in addition to and not in limitation of the foregoing, the terms and provisions of the Form Transmission Easement attached hereto as **Exhibit "Form TE"** and by reference made a part hereof which shall apply to such easements as if "Georgia Power" referred to Grantor and the "Undersigned" referred to Grantee, and with such changes as may be necessary to reflect that such easements were reserved by Grantor rather than granted by Grantee.

"Underground Distribution Reserved Rights" means the reservation by Grantor, unto itself, its successors and assigns, for the benefit of Grantor, its successors, assigns and such others as Grantor shall from time to time designate (such as but not limited to Grantor's agents, contractors, subcontractors, licensees and permittees), of the rights, interests and easements upon and under the Land to construct,

install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto underground distribution and communications lines, poles, towers, frames, manholes, pot heads, conduits, transformers, fixtures, appliances, wires, guy anchors, cables and equipment, and protective wires and devices; and, in addition to and not in limitation of the foregoing, the terms and provisions of the Form Underground Distribution Easement attached hereto as Exhibit "Form Underground DE" and by reference made a part hereof which shall apply to such easements as if "Georgia Power" referred to Grantor, "Premises" referred to the Land and the "Undersigned" referred to Grantee, and with such changes as may be necessary to reflect that such easements were reserved by Grantor rather than granted by Grantee.

TOGETHER WITH all and singular the rights, members and appurtenances in and to the Property anyway appertaining or belonging thereto.

The Property is conveyed by Grantor subject to all matters of record and the Reserved Rights which are hereby expressly reserved by Grantor. The Property is also conveyed subject to the following: (i) ad valorem property taxes for the year of 2022 and subsequent years not yet due and payable (provided, however, that Grantor shall pay the ad valorem property taxes for the Property attributable to all time periods prior to and through 2022 prior to delinquency pursuant to Grantor's normal property tax payment procedures; Grantee acknowledges that Grantor is a public utility, and, as a result, the date Grantor's ad valorem property taxes become delinquent differs from the date for the general public); (ii) riparian rights of owners of adjoining properties or upstream users, and the right and easement of Grantor to continue to drain the runoff from any adjoining property of Grantor in the manner currently drained; (iii) general utility, roadway and other easement(s) in favor of any telephone, gas or other utility company, Cobb County, Georgia, or any other local, state or federal governmental agency or entity; (iv) matters disclosed by that certain Property Plat for Georgia Power Company Land Department, Drawing Number L-568-2, and dated March 3, 1995 (the "Survey"), which Survey is incorporated herein by this reference; (v) matters that would be disclosed by an accurate survey and inspection of the Property; (vi) the Reserved Rights; and (vii) any discrepancy between the description set forth on Exhibit "A" hereto and the description by which Grantor acquired the tract of which the Property constitutes all or a part (the items set forth in (i) through (vii) immediately above being hereinafter collectively referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of Grantee forever in fee simple, subject to the Permitted Exceptions.

AND Grantor shall warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, excepting only those claims arising by reason of the Permitted Exceptions.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE PROPERTY AND ANY BUILDINGS, OTHER STRUCTURES AND IMPROVEMENTS, FIXTURES AND REAL AND PERSONAL PROPERTY, IF ANY, HEREIN CONVEYED ARE HEREBY CONVEYED, AS APPLICABLE, BY GRANTOR TO GRANTEE UPON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL KNOWN AND UNKNOWN ENVIRONMENTAL CONDITIONS AND LIABILITIES (INCLUDING WITHOUT LIMITATION STRICT LIABILITY). GRANTEE ASSUMES ALL LIABILITY (INCLUDING STRICT LIABILITY) ASSOCIATED WITH THE PROPERTY, WHETHER KNOWN OR UNKNOWN. NEITHER GRANTOR NOR ANY PERSON OR ENTITY OF ANY KIND OR NATURE WHATSOEVER ACTING FOR OR ON BEHALF OF GRANTOR EITHER HAS MADE OR HEREBY MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE VALUE,

QUANTITY, CONDITION, SALABILITY, OBSOLESCENCE, MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR WORKING ORDER THEREOF. GRANTEE HAS ACQUIRED THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL KNOWN AND UNKNOWN ENVIRONMENTAL CONDITIONS AND LIABILITIES (INCLUDING WITHOUT LIMITATION STRICT LIABILITY). GRANTEE HAS MADE SUCH INSPECTION OF THE PROPERTY AS IT BELIEVES TO BE WARRANTED UNDER THE CIRCUMSTANCES AND HAS NOT RELIED UPON ANY REPRESENTATION OF GRANTOR.

This instrument shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]


[SIGNATURE PAGE TO LIMITED WARRANTY DEED]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and its corporate seal to be affixed hereunto by its duly authorized officers as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

GEORGIA POWER COMPANY, a Georgia corporation



Witness

By: 
Its: Natural Resources GM



Notary Public

Attest: 
Its: Kristi L. Dow

My Commission Expires: 02-17-2026

**Assistant Secretary
(CORPORATE SEAL)**

[NOTARY PUBLIC SEAL]

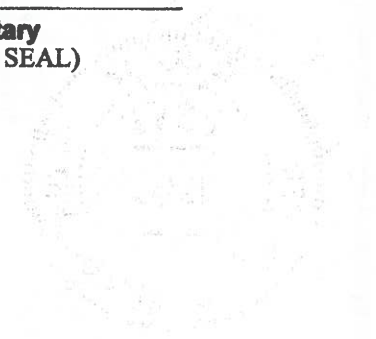
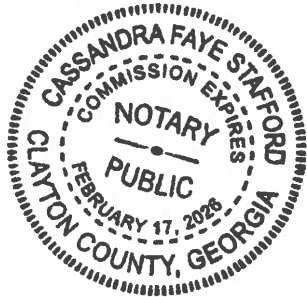


Exhibit "A"**Legal Description of the Land**

ALL THAT TRACT OR PARCEL LAND LYING AND BEING IN LAND LOT 1019, 19TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SMITH LANE AND THE WESTERLY RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) AND RUNNING ALONG SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) NORTH 34°32'30" WEST, A DISTANCE OF 79.52 FEET TO A MONUMENT FOUND (A G.P.C. BRASS DISK IN CONCRETE) ON SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD), SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) AND RUNNING SOUTH 66°42'49" WEST, A DISTANCE OF 149.86 FEET TO A MONUMENT FOUND (G.P.C. BRASS DISK IN CONCRETE); THENCE RUNNING NORTH 34°00'00" WEST A DISTANCE OF 150.82 FEET TO AN IRON PIN FOUND; THENCE RUNNING NORTH 67°07'36" EAST, A DISTANCE OF 148.63 FEET TO A ½" REBAR WITH SBT CAP ON THE WESTERLY RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD); THENCE RUNNING ALONG SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD) SOUTH 34°32'30" EAST, A DISTANCE OF 150.00 FEET TO A MONUMENT FOUND (A G.P.C. BRASS DISK IN CONCRETE) ON SAID RIGHT OF WAY LINE OF DALLAS HIGHWAY/BUSINESS STATE ROAD 6 (FKA AUSTELL – POWDER SPRINGS ROAD), AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.505 ACRES AS SHOWN ON THAT CERTAIN PROPERTY PLAT FOR GEORGIA POWER COMPANY LAND DEPARTMENT, DRAWING NUMBER L-568-2, AND DATED MARCH 3, 1995, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

Exhibit "Form Overhead DE"

Form Overhead Distribution Easement

EASEMENT

STATE OF GEORGIA,
_____ COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company the sum of _____ Dollars (\$ _____), in consideration of which the undersigned, _____, whose Post Office Address is _____, do _____ hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot _____, Number _____ of the _____ District, _____ Section, of _____ County, State of Georgia, said land being bounded as follows:

on the North by lands of _____,
on the South by lands of _____,
on the East by lands of _____,
and on the West by lands of _____,

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said land with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right to assign this easement in whole or in part; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution line, plus the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the distribution line.

Exhibit "Form TE"**Form Transmission Easement****EASEMENT FOR RIGHT-OF-WAY**

STATE OF GEORGIA,

_____ COUNTY.

_____ (hereinafter referred to as the "Undersigned" which term shall include heirs, successors and assigns) does hereby grant to GEORGIA POWER COMPANY, a Georgia corporation (hereinafter referred to as "Georgia Power" which term shall include successors and assigns), the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and underground electric transmission, distribution and communication lines, together with necessary or convenient towers, frames, poles, wires, manholes, conduits, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to as the "Facilities") upon or under a tract of land being more fully located and described below (hereinafter referred to as the "Premises"), together with the right of Georgia Power to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Georgia Power together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Premises for the purposes above described, including the right of ingress and egress to and from the Premises over lands of the Undersigned and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Premises or that may hereafter be placed on the Premises by the Undersigned or any other person. Further, Georgia Power shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Undersigned adjacent to the Premises which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Premises, provided that on future cutting of such danger trees Georgia Power shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of Georgia Power. The Undersigned shall notify Georgia Power of any party with whom it contracts, and who owns as a result thereof, any danger trees to be cut as set forth above. Georgia Power shall also have, and is hereby granted, the right to install, maintain and use anchors or guy wires on lands of the Undersigned adjacent to the Premises, and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Premises.

The Premises are shown on a plat made by or for Georgia Power, and on file in Georgia Power's Land Department, and are as described as follows:

Georgia Power shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Premises by employees of Georgia Power and its agents, in the construction, reconstruction, operation and maintenance of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Premises as herein provided or which interfere with or may be likely to interfere with or endanger the Facilities or their proper maintenance and operation, provided the Undersigned shall give Georgia Power written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify Georgia Power of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences; and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Premises in the construction, reconstruction, operation and maintenance of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property

of Georgia Power. The Undersigned will notify Georgia Power in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Premises for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair of, extensions or additions to the Facilities; and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to Georgia Power hereby) may be erected upon the Premises.

The Undersigned expressly grants to Georgia Power the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Premises (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify Georgia Power in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements and interests herein granted to Georgia Power.

Georgia Power shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto Georgia Power the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Premises.

The Undersigned warrants and will forever defend the title to the rights, privileges and easements granted herein to Georgia Power against the claims of all persons whatsoever.

Exhibit "Form Underground DE"

Form Underground Distribution Easement

EASEMENT

STATE OF GEORGIA,
_____ COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company the sum of _____ Dollars (\$ _____), in consideration of which the undersigned, _____, whose Post Office Address is _____, do _____ hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot _____, Number _____ of the _____ District, _____ Section, of _____ County, State of Georgia, said land being bounded as follows:

on the North by lands of _____,
on the South by lands of _____,
on the East by lands of _____,
and on the West by lands of _____,

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with manholes, conduits, cables, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires under said land with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person; together with the right to assign this easement in whole or in part; together with the right at all times to enter upon said land for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said underground lines, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said underground lines, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within ten (10') feet of the underground distribution line.



Fee Schedule

FEES – Updated 11/5/2018. Please verify cost with staff

Variance, residential	\$	250.00
Variance, commercial	\$	450.00
Special Use	\$	250.00
Rezoning Application, single family, 0-5 acres	\$	250.00
Rezoning Application, single family, 6-10 acres	\$	700.00
Rezoning Application, single family, 11-20 acres	\$	1,000.00
Rezoning Application, single family, 21-100 acres	\$	1,500.00
Rezoning Application, single family, \geq 101 acres	\$	1,500.00 + \$30/acre
Rezoning Application, undeveloped med/high density residential, 0-5 acres	\$	700.00
Zoning - Rezoning Application, undeveloped med/high density residential, 6-10 acres	\$	1,200.00
Zoning - Rezoning Application, undeveloped med/high density residential, 11-20 acres	\$	1,500.00
Zoning - Rezoning Application, undeveloped med/high density residential, 21-100 acres	\$	2,000.00
Rezoning Application, undeveloped med/high density residential, \geq 101 acres	\$	2,000.00 + \$40 /acre
Rezoning Application, undeveloped non-residential, 0-5 acre	\$	900.00
Rezoning Application, undeveloped non-residential, 6-10 acres	\$	1,500.00
Rezoning Application, undeveloped non-residential, 11-20 acres	\$	1,800.00
Rezoning Application, undeveloped non-residential, 21-100 acres	\$	2,200.00
Rezoning Application, undeveloped non-residential, \geq 101 acres	\$	2,200.00 + \$50 /acre
Zoning - Rezoning Application, developed med/high density residential, 0-20,000 SF	\$	700.00
Rezoning Application, developed med/high density residential, 20,001 - 50,000 SF	\$	1,200.00
Rezoning Application, developed med/high density residential, 50,001 - 100,000 SF	\$	1,500.00
Rezoning Application, developed med/high density residential, 100,001 - 500,000 SF	\$	2,000.00
Rezoning Application, developed med/high density residential, \geq 500,001 SF	\$	2,000.00 \$90 /100,000 SF
Rezoning Application, developed non-residential, 0-20,000 SF	\$	900.00
Rezoning Application, developed non-residential, 20,001-50,000 SF	\$	1,500.00
Rezoning Application, developed non-residential, 50,001-100,000 SF	\$	1,800.00
Rezoning Application, developed non-residential, 100,001-500,000 SF	\$	2,200.00
Rezoning Application, developed non-residential, \geq 500,001 SF	\$	2,200.00 + \$115 /100,000 SF
Public Hearing signs	\$	25.00
Public Hearing signs - Deposit	\$	10.00

TO THE CITY OF POWDER SPRINGS
COBB COUNTY, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW, MERITAGE HOMES OF GEORGIA, INC., hereinafter referred to as the "Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, the Applicant has applied for an Annexation and Rezoning of certain real property lying and being within Cobb County, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Applications.

2.

The Applications for Annexation and Rezoning of the property seeks an annexation and rezoning from the existing category of R-20, as established by the governing authority of Cobb County, Georgia to the zoning category of PUD-R as established by the governing authority of the City of Powder Springs, Georgia.

3.

Particularly given that the property is located in the Community Activity Center ("CAC") area as designated on the Cobb County Future Land Use Map, and is situated near and abutting similar properties that have been annexed and rezoned to the requested PUD-R in the City of Powder Springs, the current R-20 zoning classification in unincorporated Cobb County of the property and all intervening classifications between same and PUD-R in the City of Powder Springs as proposed are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal

Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The R-20 zoning classification in Cobb County and all intervening classifications between same and PUD-R in the City of Powder Springs as proposed as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classifications do not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The City of Powder Springs' Unified Development Code is further unconstitutional in that the procedures contained therein pertaining to the public hearings held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

Respectfully submitted, this the 23rd day of Oct. 2024.

SAMS, LARKIN & HUFF, LLP

By: _____

PARKS F. HUFF
Attorney for Applicant
Ga. Bar No. 375010