
AGENDA

**BOARD OF COMMISSIONERS
OF
OCONEE COUNTY, GEORGIA
Tuesday, January 6, 2026
Commission Meeting Chambers
Oconee County Administrative Building
6:00 PM**

- 1. Approval of Agenda**
- 2. Statements and Remarks from Citizens**
- 3. Statements and Remarks from Commissioners**
- 4. Approval of Minutes**
 - 1) December 2, 2025 - Regular Meeting
- 5. Hearings and Actions on Zoning Matters, Special Use Permits, Street Light Tax Districts, Etc**
 - 1) Rezone #P25-0226 Townley Family Partnership, LLLP; Rezone from AG to R-1; 242.27 acres; 2190 Clotfelter Road, 2280 Clotfelter Road, 2241 Malcom Bridge Road, 2291 Malcom Bridge Road and Malcom Bridge Road (unaddressed); Vacant.
 - 2) Variance #P25-0225 Industrial Properties Management LLC; Reduce the required parking for warehouse space and eliminate the requirement for curb and gutter in the warehouse portion of the site; 45.6 acres; 1355 Aiken Rd; Commercial.
 - 3) Variance #P25-0229 Adam and Christie Rickabaugh; Reduce the required side building setback; 1.35 acres; 4674 Whitlow Creek Dr; Residential.
 - 4) Rezone #P25-0230 KBB, LLC, Robert G. Bishop, William T. Bishop, and Oconee Shepard Properties, LLC; Rezone from AG & AR-3 to B-1 & AR-3; 17.82 acres; Experiment Station Rd; Vacant.
 - 5) Variance #P25-0231 KBB LLC and William Bishop; Reduce the required buffer width; 4.82 acres; Experiment Station Rd; Commercial.
 - 6) Variance #P25-0232 KBB LLC and William Bishop; Allow a flat roof on a grocery store; 4.82 acres; Experiment Station Rd; Commercial.
 - 7) Variance #P25-0290 KBB LLC and William Bishop; Allow a two story building to have a footprint larger than 6,000 sf and tenant space larger than 10,000 sf in the B-1 zoning district; 4.82 acres; Experiment Station Rd; Commercial.
 - 8) Rezone #P25-0223 Deferred Tax, LLC.; Request to modify the conditions of existing rezones #8340 and #043; 33.65 acres; 1291 Virgil Langford Rd; Vacant.

Individuals with disabilities who require accommodations to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are required to contact the ADA Coordinator at 706-769-5120 promptly to allow the County to make reasonable accommodations.

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6. Contracts, Rights-of-Way, Awarding Bids, Purchases, Etc.

- 1) Discuss and Consider Jail Walk-In Cooler/Freezer Replacement
- 2) Discuss and Consider the Project Framework Agreement for SR53 at Rays Church Road/Malcom Bridge Road Roundabout Project
- 3) Discuss and Consider a Contract Modification for the Design of SR53 at Rays Church Road/Malcom Bridge Road Roundabout Project and SR 53 at Snows Mill Road/Rocky Branch Road Roundabout Project
- 4) Discuss and Consider Guaranteed Maximum Price for Courthouse Upgrade

7. Budget Items

- 1) Discuss and Consider FY27 Budget Submittal Plan

8. County-wide Matters

- 1) Discuss and Consider a Memorandum of Agreement with the Georgia Department of Community Affairs for the Plan First Designation
- 2) Discuss and Consider a Settlement Agreement with Publix in the Oconee Opioid Litigation
- 3) Discuss and Consider SPLOST 2027 IGA

9. Executive Session to discuss land acquisition, personnel matters and/or potential litigation (if needed)

10. Adjourn

Individuals with disabilities who require accommodations to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are required to contact the ADA Coordinator at 706-769-5120 promptly to allow the County to make reasonable accommodations.

**Oconee County Board of Commissioners Meeting
Administrative Building Commission Chambers
December 2, 2025 – 6:00 p.m.
Minutes**

Members Present:

Chairman John Daniell
Commissioner Mark Thomas
Commissioner Chuck Horton
Commissioner Amrey Harden
Commissioner Mark Saxon

Staff Present:

Daniel Haygood, County Attorney
Justin Kirouac, County Administrator
Holly Stephenson, County Clerk
Diane Baggett, Communications Director
Melissa Braswell, Finance Director
Kari Giddens, Assistant Finance Director
Donna Norton, Budget Officer
Adam Layfield, Water Resources Director
Lisa Davol, Parks and Recreation Director
Guy Herring, Planning and Code Enforcement Director
Kyle Stephens, Planner
Ethan Perry, Planner

Call to Order: 6:00 p.m.

Chairman John Daniell called the meeting to order.

Pledge of Allegiance:

County Attorney Daniel Haygood led the Pledge after a moment of silence.

Approval of Agenda:

Chairman Daniell requested to amend the agenda to add Item 9:2: Alcohol Beverage Ordinance Amendment.

ACTION:

Motion:	Mark Saxon made a motion to approve the December 2, 2025 Agenda with the amendment.
Second:	Mark Thomas
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed.

Statements and Remarks from Citizens:

Rudy Rodriguez, co-owner of Costa Allegra, spoke to the Commission in hopes of working out an issue for his business to thrive in Oconee County.

Statements and Remarks from Commissioners:

Chairman John Daniell recognized a UGA Journalism class for attending the meeting.

Approval of Minutes:

Minutes of November 4, 2025 Regular Meeting and November 25, 2025 Agenda Meeting:

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ACTION:

Motion: Chuck Horton made a motion to approve the November 4, 2025 Regular Meeting minutes and the November 25, 2025 Agenda Meeting minutes.

Second: Mark Thomas

Voted in Favor of Motion: Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon

Voted Against Motion: None

Final Action: **Motion Passed.**

Presentation By Kemper Sports on Dawson Park:

Presented by: Steve Goris, Senior Vice President, Kemper Sports

Discussion: Kemper Sports representative Will Spence spoke briefly about Kemper Sports and the background of their company, which focuses on youth and recreation sports venues. Richard Stifinger presented the feasibility study results for Dawson Park, stating that Oconee County is a great place for destination sports tourism industry with multi-use fields and indoor courts. Phase 1 of the facility would include 10 outdoor multi-purpose fields spanning 92 acres with 1616 parking spaces. Future phases would add an additional 6 multi-purpose fields, a 90,000 square foot indoor sports complex with 8 basketball courts or 16 volleyball courts, and an additional 872 parking spaces. Kemper presented four baseline operating models with synthetic or grass fields being the difference. Year Five financial forecast numbers for the four models to include direct impact drivers, spending, and tax revenues were also presented, along with the proposed next steps for making the project move forward.

Commissioner Harden questioned negative profitability in year five on all the models. Mr. Stifinger responded that the goal is to break even by year five and become profitable in the following years along with covering operational costs of the park. Discussions continued about the negative numbers shown, but how much higher those numbers will be if there is no sports tourism revenue to offset the costs of operating and maintaining a park. Chairman Daniell stated the size of Dawson Park was a county decision, and the county would be responsible for operation and maintenance expenses. Kemper Sports was contacted to provide a way to offset these costs with revenue from sports tourism. There was additional discussion about the need for additional hotel rooms and how the estimations of required rooms were achieved. Commissioner Harden asked if their proposal would meet the current needs of the county. Mr. Stifinger responded that it would meet current county needs. Commissioner Horton spoke of the current need for additional field and court space in the county. He also spoke about the money leaving the county when travel teams play outside of this county. He believes this industry will help restaurants and small businesses here. Commissioner Saxon asked about the reason for the five-year projection. Mr. Gorse responded that the five-year plan gives a good projection for longer expectations. Commissioner Thomas asked about the staffing for a facility and whether the priority is outdoor fields. He also suggested private/public partnerships and the cost effectiveness of doing the civil work for the entire site at one time. Mr. Stifinger responded that if retained, Kemper will staff the fields other than for park programs. The current top priority does seem to be outdoor fields, but indoor space is also a big priority as funding allows for it.

Presentation of the FY25 Audit Report by Rushton:

Presented by: Justin Burruss, Audit Manager, Ruston & Company

Discussion: Rushton Accounting Audit Manager Justin Burruss explained he is presenting a draft audit due to a second audit required on federal funds that is still being reviewed. He presented their draft independent auditor report and provided an unmodified opinion of the County's financial records. Mr. Burruss announced an unmodified or clean opinion for the FY25 financial statements for Oconee County. He presented to the Board a three-year Statement of Net

Position; General Funds revenues, expenditures and unrestricted fund balance; Water and Sewer Fund revenues and expenditures; SPLOST expenditures; and TSPLOST expenditures. The full report includes a report on internal control, compliance and other matters with no material weaknesses and no significant deficiencies. Also, no material non-compliance or other matters were noted. The final item is a report on compliance and internal controls compliance for major programs with no material weaknesses, no insufficiencies, and no non-compliance issues. He also discussed with the Commissioners current and future report changes.

Commissioner Horton asked Mr. Burruss to show the fund balance figures again.

Rezone No. P25-0200:

Applicants:	Carter Engineering
Owners:	Wallace and Lauren Miller
Location:	1040 Bridlegate Drive
Acreage:	±4.45
Zoning:	AR-3 (Agricultural Residential Three Acre District)
Request:	Change conditions of previous Rezone #3903 to modify condition #4 to revise/remove the rear platted buffer.

Presented by: Guy Herring, Planning & Code Enforcement Director

Discussion: Mr. Herring briefed the Board regarding the request for the property, which is currently zoned AR-3 (Agricultural Residential Three Acre District) in the Agricultural Preservation Character Area. The applicant and owner request a change of conditions of the previous Rezone #3903 to modify condition #4 to revise/remove the rear platted buffer that had a radius of 400' from active poultry houses. The Planning Commission and Staff recommend approval with two conditions.

The Public Hearing was opened.

Mark Campbell, Carter Engineering, applicant, requested approval of the change due to the chicken houses no longer being in use.

There were no further comments in favor of the request and no comments against the request.

The Public Hearing was closed.

ACTION:

Motion:	Mark Saxon made a motion to approve Rezone No. P25-0200 for Wallace and Lauren Miller; modification of condition of previous rezone #3903; ±4.45 acres; 1040 Bridlegate Drive with two conditions.
Second:	Chuck Horton
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed to approve Rezone #P25-0200 with two conditions. (See documentation in Ordinance and Resolutions Book No. 25.)

Rezone No. P25-0205:

Applicants:	Joe Moon, Breedlove Land Planning, Inc.
Owners:	Oconee Office Partners, LLC
Location:	1150, 1255, 1300, 1350, 1430, 1560, 1630, 1625 & 1575 Champions Way
Acreage:	±13.53
Zoning:	OBP (Office-Business Park District)
Request:	Modify the conditions of previous rezone #P21-0108 to allow an increase in the total allowed building area from 86,000 square feet to 105,000 square feet.

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Presented by: Guy Herring, Planning & Code Enforcement Director
Discussion: Mr. Herring briefed the Board regarding the request for the property, which is currently zoned OBP (Office-Business Park District) in the Regional Center Character Area. The applicant and owner request a modification of conditions of Rezone #P21-0108 to allow an increase in the total allowed building area from 86,000 square feet to 105,000 square feet. Staff and the Planning Commission recommended approval with ten conditions.

The Public Hearing was opened.

Kevin Price, owner and developer, requested approval discussing a second entrance, the economic benefits to the county, and the flexibility for space needs.

*There were no further comments in favor of the request and no comments against the request.
The Public Hearing was closed.*

ACTION:

Motion:	Chuck Horton made a motion to approve Rezone No. P25-0205 for Oconee Office Partners, LLC; request to modify the condition of existing rezone P21-0108; ±13.536 acres; 1150, 1300, 1350, 1430, 1560, 1630, 1625, 1575, and 1255 Champions Way with ten conditions.
Second:	Mark Saxon
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed to approve Rezone #P25-0205 with ten conditions. (See documentation in Ordinance and Resolutions Book No. 25.)

Rezone No. P25-0209:

Applicants:	Ronald T. Chapman
Owners:	Meredith L. Chapman and Ronald T. Chapman
Location:	1810 Elder Mill Road
Acreage:	±6.0
Zoning:	AG (Agricultural District)
Request:	AR-3 (Agricultural Residential Three Acre District)

Presented by: Guy Herring, Planning & Code Enforcement Director
Discussion: Mr. Herring briefed the Board regarding the request for the property, which is currently zoned AG (Agricultural District) in the Agricultural Preservation Character Area. The applicant and owner request a rezone to AR-3 (Agricultural Residential Three Acre District) to create two 3-acre lots. Staff recommends denial of the request as it does not comply with the Comprehensive Plan. If approved, Staff recommends one condition. The Planning Commission recommended approval with the one condition.

The Public Hearing was opened.

Tyler Chapman, applicant, requested approval of the rezone to make two residential lots and enable his daughter to build a house next to his.

Jacob Holland, son-in-law of owners, requested approval of the rezone to build a home on his wife's family land.

There were no further comments in favor of the request.

Mark Costello, 1800 Elder Mill Road, spoke against the request as it does not fit the area due to the shape of lots and number of driveways needed.

*There were no further comments against the request.
The Public Hearing was closed.*

Commissioner Horton asked Mr. Herring about the area and lot sizes.
Mr. Herring stated the lot is the Agricultural Preservation area and most lots in the area are larger lots.

Commissioner Harden asked about the possibility of a guest home on the same lot.
Mr. Herring explained it would be allowed at 50% of the main structure as zoned now. The proposed site plan was reviewed again.
Commissioner Thomas asked about the well site. The location and proximity to the driveway were discussed. Also, the proposal is for two driveways off Elder Mill Road.
Commissioner Thomas asked about the square footage of the proposed house.
Mr. Chapman responded that the proposal is 2400 square feet.
Discussions continued about the driveways, well location, and recombination and easement for a driveway.

ACTION:

Motion:	Mark Saxon made a motion to approve Rezone No. P25-0209 for Meredith L. Chapman and Ronald T. Chapman, ±6.0 acres, 1810 Elder Mill Road with one condition.
Second:	Mark Thomas
Voted in Favor of Motion:	Mark Thomas, Mark Saxon
Voted Against Motion:	Chuck Horton, Amrey Harden, John Daniell
Final Action:	Motion was defeated 3-2. (See documentation in Ordinance and Resolutions Book No. 25.)

ACTION:

Motion:	Amrey Harden made a motion to deny Rezone No. P25-0209 for Meredith L. Chapman and Ronald T. Chapman, ±6.0 acres, 1810 Elder Mill Road with one condition.
Second:	Chuck Horton
Voted in Favor of Motion:	Chuck Horton, Amrey Harden, John Daniell
Voted Against Motion:	Mark Thomas, Mark Saxon
Final Action:	Motion Passed 3-2 to deny Rezone #P25-0209. (See documentation in Ordinance and Resolutions Book No. 25.)

Special Use P25-0233:

Applicants:	Carter Engineering Consultants
Owners:	Briarwood Baptist Church
Location:	1900 Robinhood Road
Acreage:	±17.18
Zoning:	AG (Agricultural District)
Request:	Modify conditions of previous Special Use Approval #6983 to modify Condition #7 to not apply to the Robinhood Road side of the property.

Presented by: Guy Herring, Planning & Code Enforcement Director
Discussion: Mr. Herring briefed the Board regarding the request for the property, which is currently zoned AG (Agricultural District) in the Community Village Character Area. The owner requests a Special Use Approval to modify Condition #7 of the previous Special use Approval #6983 to not apply to the Robinhood Road side of the property. Staff and the Planning Commission recommend approval of this request with two conditions.

The Public Hearing was opened.

Mark Campbell, Carter Engineering, applicant, requested approval of the change.

*There were no further comments in favor of the request and no comments against the request.
The Public Hearing was closed.*

ACTION:

Motion:	Mark Thomas made a motion to approve Special Use No. P25-0233 for Briarwood Baptist Church; ±17.18 acres; 1900 Robinhood Road, with two conditions.
Second:	Chuck Horton
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed to approve Special Use #P25-0233 with two conditions. <i>(See documentation in Ordinance and Resolutions Book No. 25.)</i>

Consider Appointments to the Oconee County Board of Elections and Registration:

ACTION:

Motion:	Mark Saxon made a motion to appoint Shami C. Jones and Tammy Gilliland to four-year terms to begin January 1, 2026 and expire December 31, 2029.
Second:	Chuck Horton
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed.

Consider Appointments to the Oconee County Board of Health:

ACTION:

Motion:	Mark Thomas made a motion to appoint Susanna Rains-Moriarty to a six-year term to begin January 1, 2026 and expire December 31, 2031.
Second:	Amrey Harden
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed.

Consider Appointments to the Farmland Preservation Ranking Committee:

ACTION:

Motion:	Mark Saxon made a motion to appoint Joel Burnsed and Rick Garrett to three-year terms to begin January 1, 2026 and expire December 31, 2028.
Second:	Chuck Horton
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed.

Consider Appointment to the Keep Oconee County Beautiful Commission:

ACTION:

Motion:	Amrey Harden made a motion to appoint Robert Legg and Shweta Doshi to terms to begin immediately and expire June 30, 2026.
Second:	Chuck Horton
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed.

Discuss and Consider the Contract #2 for the LAS Decommission Process:

Presented by: Adam Layfield, Water Resources Director
Discussion: Water Resources Director Adam Layfield explained this scope of services as part of the LAS decommission process covers the upgrade of Oconee County's Veterans Park Pump Station and related infrastructure to accommodate sewage received from the new Rocky Branch Road Pump Station as well as gravity flows from OVP and future Parkside development collection systems. The flows will be conveyed to the Calls Creek Water Facility for treatment. The recommendation is to approve the Task Order for \$927,490.35 and includes all necessary budget amendments up to the contract amount for the life of the project.

The Public Comment Period was opened and there was no Public Comment.

ACTION:

Motion: Chuck Horton made a motion to approve Contract #2 for the LAS Decommission Process.
Second: Amrey Harden
Voted in Favor of Motion: Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion: None
Final Action: **Motion Passed.**

Discuss and Consider an Intergovernmental Agreement for Municipal Court Services with the City of Bogart:

Presented by: Daniel Haygood, County Attorney
Discussion: County Attorney Daniel Haygood explained that the City Of Bogart's need for court is outweighed by the cost of running the court. The request is to make the Chief Magistrate the Municipal Court Judge so that court will be held at the county courthouse and overseen by the Oconee County Clerk of Court. There is a termination clause to this IGA if necessary.

The Public Comment Period was opened and there was no Public Comment.

ACTION:

Motion: Amrey Harden made a motion to approve an Intergovernmental Agreement for Municipal Court Services with the City of Bogart.
Second: Chuck Horton
Voted in Favor of Motion: Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion: None
Final Action: **Motion Passed.**

Discuss the Alcohol Beverage Ordinance Amendment:

Presented by: Daniel Haygood, County Attorney
Discussion: County Attorney Daniel Haygood explained that the State distance requirement between school grounds and the sale of distilled spirits changed in 2021 but gave counties the option to set their own distances. He stated it makes sense to make the same distance of 300 feet from school or church grounds for restaurant beer and wine sales, along with distilled spirits by the drink. The result will be a consistent set of distances for the county. Part of the motion is to suspend the Rules of Order to adopt this tonight as the amendment affects an upcoming renewal.

Commissioner Harden asked Mr. Haygood to point out the change in the amendment.

The Public Comment Period was opened.

Martha Rodriguez, co-owner of Costa Allegra, shared how important this change is for their business,

Ramon Funes, Sr., owner of Tamez Barbeque, explained the importance of this amendment to his new business.

*There were no further comments.
The Public Comment Period was closed.*

ACTION:

Motion:	Chuck Horton made a motion to suspend the Rules of Order and adopt the amendment to the Oconee County Alcoholic Beverage Ordinance.
Second:	Mark Thomas
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed.

Consent Agenda:

There were no items removed from the Consent Agenda.

ACTION

Motion:	Mark Saxon made a motion to approve the consent agenda as presented.
Second:	Mark Thomas
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Final Action:	Motion Passed.

- 1) Approval of an Amendment to the Real Estate Agreement Contract for a Contract Extension of 1621 Daniels Bridge Road.
- 2) Approval of the Epps Parkway Sewer Collector Upgrade Bid Award.
- 3) Approval of the Senior Center Amended Transportation Agreement.
- 4) Approval of the OVP Pump Station Replacement.
- 5) Approval of the Heritage Park Central Schoolhouse Rehabilitation Design Proposal.
- 6) Approval of the OVP Gym Floor Replacement.
- 7) Approval of the Final Contract Modification for Snows Mill Road at Lane Creek Road Roundabout Project.
- 8) Approval of an Extension of Cell Tower Lease with Prime Tower at OVP.
- 9) Approval of the Board of Commissioners Meeting Schedule for 2026.
- 10) Approval of the Board of Commissioners Vice-Chairman Schedule for 2026-2029.
- 11) Approval of the Quarterly Acceptance of Deeds, Easements, Etc.

Chairman Daniell announced this is the last meeting of 2025 and wished everyone a Merry Christmas.

Adjourned:

Motion:	Mark Saxon made a motion to adjourn the meeting.
Second:	Mark Thomas
Voted in Favor of Motion:	Mark Thomas, Chuck Horton, Amrey Harden, Mark Saxon
Voted Against Motion:	None
Action/Motion:	Motion Passed.
Meeting Adjourned:	8:07 p.m.

Chairman John Daniell

Holly Stephenson, County Clerk

Date

**AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA
AND THE ZONING MAPS OF OCONEE COUNTY, GEORGIA**

TITLE

An Ordinance amending the Unified Development Code of Oconee County, Georgia, and the Zoning Maps of Oconee County, Georgia, pursuant to Article 12, Division I et seq., to rezone from zoning classification AG (Agricultural District) to zoning classification R-1 (Single Family Residential District) pursuant to an application for rezoning of property owned by Townley Family Partnership, LLLP submitted on October 13, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application for zoning change submitted by Carter Engineering Consultants Inc. on October 13, 2025, requesting a rezone of a ±242.27-acre tract of land located at 2190 Clotfelter Road, 2280 Clotfelter Road, 2241 Malcom Bridge Road, 2291 Malcom Bridge Road and Malcom Bridge Road (unaddressed) in, Oconee County, Georgia, (tax parcel no. B-02-074, B-02-075, B-03-007, B-03-008, & B-03-008A), the Board of Commissioners of Oconee County does hereby ordain and enact to law the following:

SECTION 1. An Ordinance known as the “Unified Development Code of Oconee County, Georgia” as enacted and amended by the Board of Commissioners of Oconee County and the Zoning Maps described therein are hereby amended as follows:

The zoning change in conditions for the property described on the attached “Exhibit A” is hereby changed for the purpose as set forth in “Exhibit A” attached hereto.

Said rezone is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Repeal of Conflicting Resolutions or Ordinances. All Resolutions or Ordinances and parts or sections of Resolutions or Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall take effect this date.

Said Zoning Petition was submitted to the Oconee County Planning Commission and a Public Hearing was duly held by the same on December 8, 2025, and a Public Hearing was held by the Oconee County Board of Commissioners at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING REZONE REQUEST

APPLICATION SUBMITTED BY: Carter Engineering Consultants Inc.

APPLICATION SUBMISSION DATE: October 13, 2025

RE: Request to rezone from zoning classification AG (Agricultural District) to zoning classification R-1 (Single Family Residential District) of a ±242.27-acre tract of land located at 2190 Clotfelter Road, 2280 Clotfelter Road, 2241 Malcom Bridge Road, 2291 Malcom Bridge Road and Malcom Bridge Road (unaddressed) in, Oconee County, Georgia, (tax parcel no. B-02-074, B-02-075, B-03-007, B-03-008, & B-03-008A) zoned AG (Agricultural District).

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for rezoning.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

EXHIBIT “A” TO REZONE NO P25-0226

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CONDITIONS

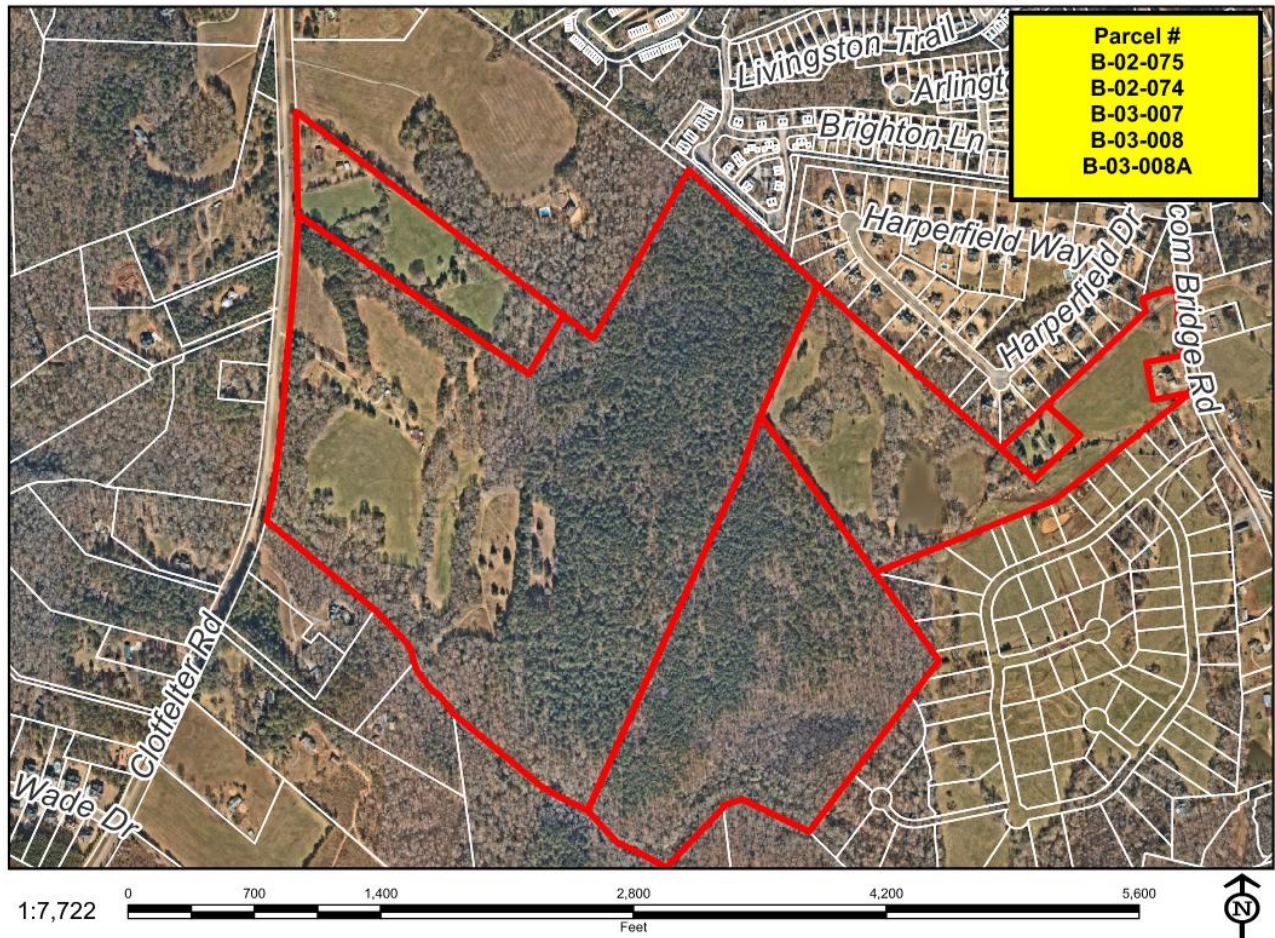
1. Development design and structures shall meet or exceed the standards indicated on the concept plan, narrative, representative architectural sketches, and other documents submitted with the zoning application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Unified Development Code.
2. The owner at their own expense shall construct the improvements required by the County for public water for the subject property and shall convey the same to the County, free of all liens. Said improvements shall include all on-site improvements and such off-site improvements as are required by the County to provide service to subject property.
3. At its expense, Owner shall make all right of way improvements and shall dedicate all rights of way which are required by the County after the County’s review of Owner’s development plans pursuant to the County’s ordinances and regulations. All such improvements shall be shown on the preliminary site plan and site development plans for the project and no development permit shall be issued until Owner has agreed to such improvements and dedication.
4. No more than 119 lots shall be allowed for the project.
5. No Final Plat shall be granted for a period of ten (10) years from the date of Board of Commissioners approval.
6. A Traffic Impact Study shall be completed and submitted for review prior to submission of the Preliminary Plat. The Director of Planning and Code Enforcement along with the Director of Public Works shall review the scope and approve the study prior to submission of the Preliminary Plat. At the owner’s expense, road improvements shall be made to ensure the impacted intersections shall meet the requirements of the UDC to ensure all impacted roads meet a Level of Service C.
7. All areas along exterior boundaries and rights of way abutting Clotfelter Road and Malcom Bridge Road, each exterior lot shall have a landscape easement 15 feet wide with vegetative screening to be installed prior to Final Plat approval. Within the landscape easement opaque screening shall be created with the following planting density per 100 linear feet of property frontage: 3-Large Evergreen Trees, 2-Medium Evergreen Trees, and 20 Shrubs. All trees shall be 6-feet with a 2-inch caliper at time of planting. All shrubs shall be 36 inches in height at time of planting.
8. The connection to Malcomb Bridge Estates Phase 1/ Malcom Estates Drive, shall be constructed and accepted as part of the Final Plat for Phase 2.

EXHIBIT "A" TO REZONE NO P25-0226

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TAX MAP

Rezone # P25-0226 - Townley Family Partnership, LLLP



LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEGINNING AT THE EASTERLY RIGHT OF WAY OF CLOTFELTER ROAD AT THE SOUTHWEST CORNER OF PARCEL B 02 074 SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 33 MINUTES 07 SECONDS EAST A DISTANCE OF 161.55 FEET TO A POINT; THENCE NORTH 80 DEGREES 32 MINUTES 12 SECONDS WEST TO A DISTANCE OF 30.29 FEET TO A POINT; THENCE NORTH 08 DEGREES 18 MINUTES 12 SECONDS EAST A DISTANCE OF 107.33 FEET TO A POINT; THENCE NORTH 34 DEGREES 25 MINUTES 33 SECONDS EAST A DISTANCE OF 34.80 FEET TO A POINT; THENCE NORTH 06 DEGREES 23 MINUTES 53 SECONDS EAST A DISTANCE OF 15.54 FEET TO A POINT; THENCE NORTH 11 DEGREES 14 MINUTES 13 SECONDS WEST A DISTANCE OF 57.58 FEET TO A POINT; THENCE NORTH 05 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 846.99 FEET TO A POINT; THENCE ALONG A CURVE HAVING AN ARC LENGTH OF 407.72 FEET AND A RADIUS OF 10669.37 FEET AND BEING SUB-TENDED BY A CHORD BEARING NORTH 04 DEGREES 06 MINUTES 43 SECONDS EAST A CHORD DISTANCE OF 407.69 FEET TO A POINT; THENCE NORTH 00 DEGREES 51 MINUTES 28 SECONDS WEST A DISTANCE OF 222.99 FEET TO A POINT; THENCE NORTH 02 DEGREES 18 MINUTES 54 SECONDS WEST A DISTANCE OF 341.70 FEET TO A POINT; THENCE SOUTH 54 DEGREES 09 MINUTES 10 SECONDS EAST A DISTANCE OF 1805.36 FEET TO A POINT; THENCE SOUTH 59 DEGREES 56 MINUTES 13 SECONDS EAST A DISTANCE OF 199.99 FEET TO A POINT; THENCE NORTH 32 DEGREES 33 MINUTES 36 SECONDS EAST A DISTANCE OF 1010.97 FEET TO A POINT; THENCE SOUTH 48 DEGREES 18 MINUTES 28 SECONDS EAST A DISTANCE OF 963.39 FEET TO A POINT; THENCE SOUTH 48 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 1357.77 FEET TO A POINT; THENCE NORTH 46 DEGREES 34 MINUTES 39 SECONDS EAST A DISTANCE OF 350.00 FEET TO A POINT; THENCE NORTH 46 DEGREES 34 MINUTES 38 SECONDS EAST A DISTANCE OF 754.84 FEET TO A POINT; THENCE NORTH 12 DEGREES 41 MINUTES 41 SECONDS WEST A DISTANCE OF 74.33 FEET TO A POINT; THENCE NORTH 72 DEGREES 16 MINUTES 30 SECONDS EAST A DISTANCE OF 4.87 FEET TO A POINT; THENCE NORTH 72 DEGREES 02 MINUTES 50 SECONDS EAST A DISTANCE OF 188.47 FEET TO A POINT; THENCE SOUTH 05 DEGREES 12 MINUTES 00 SECONDS EAST A DISTANCE OF 167.00 FEET TO A POINT; THENCE SOUTH 07 DEGREES 25 MINUTES 56 SECONDS EAST A DISTANCE OF 210.31 FEET TO A POINT; THENCE SOUTH 78 DEGREES 54 MINUTES 32 SECONDS WEST A DISTANCE OF 210.92 FEET TO A POINT; THENCE SOUTH 11 DEGREES 12 MINUTES 02 SECONDS EAST A DISTANCE OF 210.00 FEET TO A POINT; THENCE NORTH 78 DEGREES 47 MINUTES 58 SECONDS EAST A DISTANCE OF 212.53 FEET TO A POINT; THENCE SOUTH 51 DEGREES 43 MINUTES 52 SECONDS WEST A DISTANCE OF 963.32 FEET TO A POINT; THENCE SOUTH 67 DEGREES 58 MINUTES 46 SECONDS WEST A DISTANCE OF 1073.22 FEET TO A POINT; THENCE SOUTH 36 DEGREES 05 MINUTES 02 SECONDS EAST A DISTANCE OF 600.19 FEET TO A POINT; THENCE SOUTH 37 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 1189.97 FEET TO A POINT; THENCE NORTH 50 DEGREES 38 MINUTES 16 SECONDS WEST A DISTANCE OF 351.04 FEET TO A POINT; THENCE SOUTH 78 DEGREES 38 MINUTES 47 SECONDS WEST A DISTANCE OF 216.18 FEET TO A POINT; THENCE SOUTH 57 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 153.40

LEGAL DESCRIPTION

FEET TO A POINT; THENCE SOUTH 35 DEGREES 41 MINUTES 45 SECONDS WEST A DISTANCE OF 197.75 FEET TO A POINT; THENCE SOUTH 64 DEGREES 17 MINUTES 25 SECONDS WEST A DISTANCE OF 90.22 FEET TO A POINT; THENCE NORTH 87 DEGREES 20 MINUTES 18 SECONDS WEST A DISTANCE OF 188.99 FEET TO A POINT; THENCE NORTH 60 DEGREES 16 MINUTES 50 SECONDS WEST A DISTANCE OF 78.96 FEET TO A POINT; THENCE NORTH 37 DEGREES 13 MINUTES 07 SECONDS WEST A DISTANCE OF 132.30 FEET TO A POINT; THENCE NORTH 50 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 102.57 FEET TO A POINT; THENCE NORTH 67 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 65.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 37 MINUTES 17 SECONDS WEST A DISTANCE OF 97.09 FEET TO A POINT; THENCE NORTH 65 DEGREES 11 MINUTES 21 SECONDS WEST A DISTANCE OF 49.30 FEET TO A POINT; THENCE NORTH 51 DEGREES 26 MINUTES 00 SECONDS WEST A DISTANCE OF 281.85 FEET TO A POINT; THENCE NORTH 50 DEGREES 54 MINUTES 55 SECONDS WEST A DISTANCE OF 277.61 FEET TO A POINT; THENCE NORTH 39 DEGREES 21 MINUTES 58 SECONDS WEST A DISTANCE OF 126.42 FEET TO A POINT; THENCE SOUTH 33 DEGREES 35 MINUTES 35 SECONDS EAST A DISTANCE OF 148.36 FEET TO A POINT; THENCE NORTH 46 DEGREES 33 MINUTES 09 SECONDS WEST A DISTANCE OF 132.65 FEET TO A POINT; THENCE NORTH 36 DEGREES 59 MINUTES 10 SECONDS WEST A DISTANCE OF 96.04 FEET TO A POINT; THENCE NORTH 16 DEGREES 25 MINUTES 18 SECONDS WEST A DISTANCE OF 125.38 FEET TO A POINT; THENCE NORTH 42 DEGREES 41 MINUTES 13 SECONDS WEST A DISTANCE OF 147.71 FEET TO A POINT; THENCE NORTH 44 DEGREES 09 MINUTES 11 SECONDS WEST A DISTANCE OF 187.28 FEET TO A POINT; THENCE NORTH 54 DEGREES 45 MINUTES 58 SECONDS WEST A DISTANCE OF 96.17 FEET TO A POINT; THENCE NORTH 44 DEGREES 41 MINUTES 48 SECONDS WEST A DISTANCE OF 105.19 FEET TO A POINT; THENCE NORTH 41 DEGREES 59 MINUTES 59 SECONDS WEST A DISTANCE OF 229.30 FEET TO A POINT; THENCE NORTH 54 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 82.98 FEET TO A POINT; THENCE NORTH 38 DEGREES 29 MINUTES 54 SECONDS WEST A DISTANCE OF 188.65 FEET TO A POINT; THENCE NORTH 61 DEGREES 43 MINUTES 41 SECONDS WEST A DISTANCE OF 20.95 FEET TO A POINT SAID POINT BEING THE POINT OF BEGINNING.

NARRATIVE

OCONEE COUNTY

Rezone Request

MALCOLM BRIDGE ESTATES PHASE II

REZONE NARRATIVE

October 2025

Revised November 17, 2025

ADDRESS

Malcolm Bridge Road

Bogart, GA 30622

Parcels to be rezoned fully to R-1:

B 02 074, B 02 075, B 03 007, B 03 008, B 03 008A

CURRENT ZONING

AG (Agricultural District)

PROPOSED ZONING

R-1 (Single Family Residential District)



CARTER
ENGINEERING

NARRATIVE



MALCOM BRIDGE ESTATES PHASE II

Malcom Bridge Road and Clotfelter Road

Page 1

PROJECT OVERVIEW + LOCATION

The properties proposed for rezoning are situated between Malcom Bridge Road and Clotfelter Road, specifically identified as parcels B 02 074, B 02 075, B 03 007, B 03 008, and B 03 008A. These parcels are currently zoned AG (Agricultural). The intent of this rezoning application is to rezone all the subject properties as R-1 (Single-Family Residential). According to the recorded plats provided in the application, the total development area encompasses 242.27 acres.

The current AG zoning designation restricts traditional subdivisions by requiring a minimum lot size of five acres. However, this proposed rezoning presents a valuable opportunity to establish a thoughtfully designed residential community that contributes to the local economy while enhancing the overall quality of life for Oconee County residents. The development is planned as an upscale, single-family residential neighborhood consisting of 119 homes.

Homes within the community will range in price from approximately \$1,00,000 and up, with a minimum size of 2,500 square feet. All residences will be “stick-built” on-site, and each lot will be fee-simple ownership. The neighborhood will feature spacious lots, with a minimum size of 1.5 acres, as well as pedestrian pathways and sidewalks designed to promote connectivity and walkability. Residents will enjoy the convenience of nearby access to Highway 78 and West Athens while still preserving the rural character that makes Oconee County a desirable place to live.

This development aligns with the surrounding community’s values, providing an opportunity for responsible growth that complements the existing residential areas while preserving the natural beauty of the region. It is a chance to build a vibrant, well-connected neighborhood that contributes positively to the county’s future while respecting its character and lifestyle. With a minimum lot size of 1.5 acres, the development will maintain low-density, spacious environments rather than creating a dense subdivision.

CURRENT USE + SITE DESCRIPTION

The subject site is located along Malcom Bridge Road and Clotfelter Road. Currently undeveloped, the land is primarily used for agricultural purposes, featuring a residence and barn, open grass pastures, and wooded areas. Natural drainage flows into several existing ponds scattered throughout the property.

The site is bordered by residential properties to the north and south, with a combination of agricultural and residential properties to the east and west. Phase I of Malcom Bridge Estates lies to the east, with access from Malcom Bridge Road. Clotfelter Road forms the western boundary, while Malcom Bridge Road is to the east.

TYPE OF OWNERSHIP

All residential homes will be owned fee simple. All wetland areas are required to be placed in a protective easement. The wetland areas will be included within the lots and owned by the owner of such lot.

EXHIBIT “A” TO REZONE NO P25-0226

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NARRATIVE

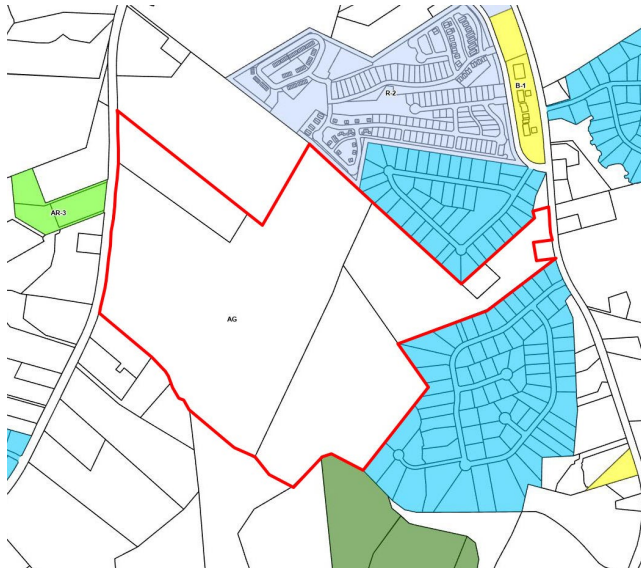


MALCOM BRIDGE ESTATES PHASE II

Malcom Bridge Road and Clotfelter Road

Page 2

EXISTING ZONING + PROPOSED ZONING

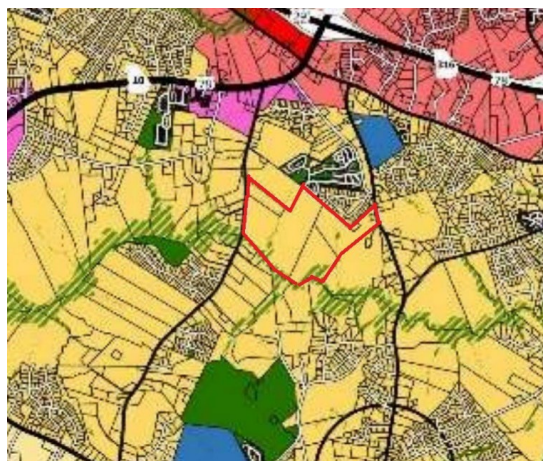


As shown in Figure 1, outlined in red, a significant portion of the properties to the north, east, and west are currently zoned AG, with the remaining surrounding properties zoned R-1 and R-2, both of which permit residential use. The proposed rezoning to R-1 aligns with the existing zoning patterns and will facilitate measured residential growth. While the current zoning discourages land subdivision to limit demands on public services, the surrounding area is well-positioned to support responsible growth. Rezoning this site to R-1 will allow for the expansion of a thriving residential community, fostering connectivity and enhancing the area's appeal for families and future residents.

With existing Malcom Bridge Estates Phase I infrastructure already in place, this development presents a valuable opportunity to contribute to the county's long-term vision for sustainable growth.

Figure 1 Existing Zoning Map

OCONEE COUNTY FUTURE LAND USE MAP



Character Areas

- Stream/Flood Corridors
- Parks/Recreation/Conservation
- Agricultural Preservation
- Rural Places
- Country Estates
- Suburban Neighborhood
- Traditional Neighborhood
- City Living
- Historic Main Street
- Downtown
- Mixed-Use Office
- Gateway Corridor
- Corridor Commercial
- Civic Center
- Public Institutional
- Community Village
- Neighborhood Village
- Regional Center
- Workplace Center

The proposed rezoning request aligns with the Future Development Map of Oconee County, as shown in Figure 2, with the site outlined in red. The property is designated as a Suburban Neighborhood, and no modifications to the existing Character Area Map are proposed as part of this request.

The proposed use and development are in direct alignment with the county's vision for future growth, reinforcing the intended land use and contributing to the long-term planning objectives of Oconee County.

Figure 2 Future Land Use Map

NARRATIVE**MALCOM BRIDGE ESTATES PHASE II**
 Malcom Bridge Road and Clotfelter Road
 Page 3
PROPOSED USE + SITE DESIGN

The proposed development will consist of single-family residences on a minimum of 1.5-acre lots. The property will be subdivided into 119 individual lots for sale, with a network of proposed access roads throughout the site. Each home will have a minimum square footage of 2,500 square feet.

Each lot will utilize onsite septic systems, while water service will be provided by Oconee County. The development will be accessed from Clotfelter Road, with an additional entrance connected to Malcom Bridge Estates. The site will be equipped with all necessary utilities in accordance with the Oconee County Unified Development Code.

VEHICULAR ACCESS

The development will feature a primary access point with a two-way entrance off Clotfelter Drive. Additionally, secondary access will be provided through the existing Malcom Bridge Estates via Parcel B 03W 001, which was intentionally designated for future access during the initial development of Malcom Bridge Estates. A proposed private drive will serve lots 58 through 61 and lot 119. No lots will access external roads. All lots will access internal streets. All access points will be designed and constructed in compliance with Oconee County ordinances and regulations.

TRAFFIC GENERATION

A Trip Generation Analysis has been prepared for the site by referencing the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition). The ITE is the industry standard source for providing and analyzing trip generation for various land uses. In summary, the analysis does not find any adverse impacts associated with the traffic generated by this development and the adjacent properties, streets, and intersections. The negligible increase in traffic will not negatively affect existing infrastructure. The following calculations are based on dwelling units.

LAND USE	ITE CODE	ADT 2-WAY (PAGE 219)	AM PEAK HOUR (PAGE 220)			PM PEAK HOURS (PAGE 221)		
			AM HOUR	IN	OUT	PM HOUR	IN	OUT
CLOTFELTER ROAD (119 DWELLINGS)	210	1,075	80	21	59	107	67	40

IMPACT TO LOCAL TRAFFIC

Per Oconee County Traffic Data by Road Name, Clotfelter North (Near US 78) receives an Average Daily Trip volume of 1,018 vehicles. The additional 80 AM peak hour vehicles are a 9% increase, and the additional 107 PM peak hour vehicles are a 9% increase to the existing infrastructure and will result in a negligible increase in overall density. The proposed deceleration lane will contribute to an easy flow of traffic.

NARRATIVE



MALCOM BRIDGE ESTATES PHASE II

Malcom Bridge Road and Clotfelter Road

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IMPACT TO SCHOOL SYSTEM

There are no reasons to believe that this rezoning would negatively impact the school system. As demonstrated in Figure 3, Oconee County Schools have seen consistent growth over the last decade, with an increase of 2,046 students—an average of 204.6 students per year. With the proposed addition of 119 homes, it is projected that this could contribute approximately 1-2 students per home, adding around 228 students to the system. This aligns with the ongoing trend of gradual growth and would be well within the capacity of the school system to accommodate.

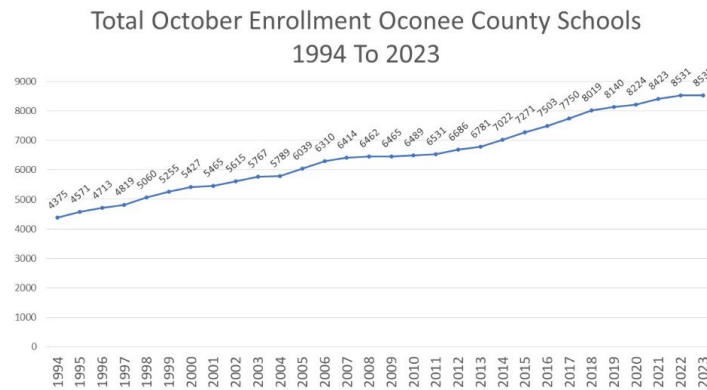


Figure 2 Total October Enrollment Oconee County Schools

Moreover, Rocky Branch Elementary has a capacity of 750 students, with only 631 students enrolled, and Oconee County Middle School has a capacity of 1,000 students, with 891 students currently enrolled. These schools are well-equipped to handle future enrollment such as a new neighborhood planned south of this property, will further contribute to growth in the area.

This thoughtful, phased development approach ensures both the housing market, and the school system can grow in tandem, meeting the needs of new residents while maintaining a high quality of education for all students.

Reference:

Baker, Lee. (2024, February 3). Oconee County Observations: News and comments about developments in Oconee County, GA. Oconee County Observations. <http://www.oconeecountyobservations.org/2024/02/enrollment-in-oconee-county-schools.html>

UTILITIES + PUBLIC SERVICES

The proposed development will require domestic water and fire protection services, which will be provided by the Oconee County Water Resource Department. Dry utilities, including electricity, cable, and internet, will be coordinated with individual service providers as needed, in compliance with the Oconee County Unified Development Code. All planned and required utilities for the project will be installed underground to enhance reliability and aesthetics.

Water Supply: The development's water supply will be provided by Oconee County Water Resources. Water service is proposed to connect to an existing 8" water main along Malcom Bridge Road and a 12" water main along Clotfelter Road, as indicated by the red circle in Figure 4.

NARRATIVE



MALCOM BRIDGE ESTATES PHASE II

Malcom Bridge Road and Clotfelter Road

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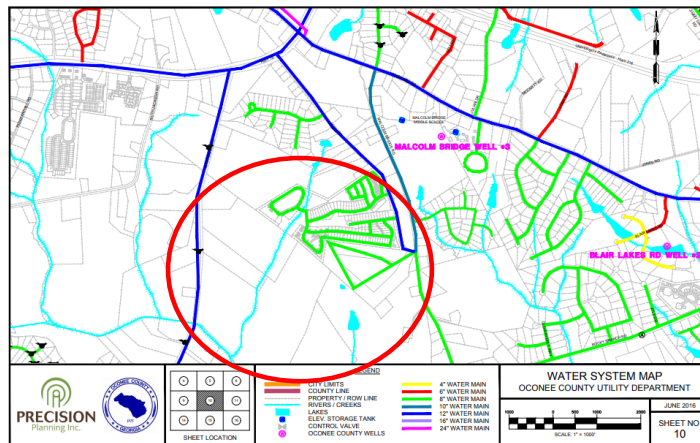


Figure 4: Existing Water Main Along Hog Mountain Road

Probable Water Demands and Assumptions:

Single Family Residential: ASSUME 300 GPD/SFR

119 Single Family Homes Proposed

Formula: $300 \times 119 = 35,700$ GPDPEAK HOUR DEMAND: 2.4×3 (Peak Factor) = 16 GPM

Note: Probable Water Demand and Peak Demand figures will increase during summer months with intense lawn sprinkler use if connected to the county supply line.

SEWAGE: Sewer is proposed to be met with onsite septic systems. Location of existing county sewer line not provided and not required as part of this rezone.

EASEMENTS: Waterline easements and drainage easements will be dedicated to Oconee County. Easements for power, telephone, cable TV, and gas will be dedicated as required for specific utility connection.

STORMWATER MANAGEMENT

The proposed stormwater management system will be designed to meet local, state, and federal regulations and requirements. There are several proposed and existing ponds dedicated to help control drainage throughout the development.

PROJECT IDENTITY + SIGNAGE

A proposed monument sign with the subdivision's name is proposed for the site.

AMENITIES + RECREATIONAL AREAS

An amenity area is to be dedicated within the proposed development. Lot 1 is designated as the amenity area which will include a central mailbox unit, pool, tennis court, grassed sports field or playground. There are no other recreational areas planned for this development.

NARRATIVE



MALCOM BRIDGE ESTATES PHASE II

Malcom Bridge Road and Clotfelter Road

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LAND DEDICATED FOR PUBLIC USE + OPEN SPACE PROVISIONS

The proposed access road is the only portion of the property designated for public use. No public open space is required or provided as part of this rezoning request. Additionally, a private drive will serve lots 58 through 61 and 119, with maintenance responsibilities for both the access road and private drive managed by the homeowners' association.

SIDEWALKS, CURB AND GUTTER, + PEDESTRIAN CIRCULATION

The development will include privately maintained curb and gutter streets with a 60-foot right-of-way and required sidewalks throughout. Handicap-accessible ramps will be installed at all designated crosswalks to ensure compliance with accessibility standards. The pedestrian circulation plan is designed to balance vehicular and pedestrian traffic, enhancing walkability with a well-connected network of pathways. Subtle grade transitions will facilitate smooth and accessible movement throughout the community. Sidewalks will be installed after home construction and the completion of all underground utility services.

ENVIRONMENTAL IMPACTS + BUFFERING

There are environmentally sensitive areas on this property. The area is in a minimal flood hazard zone as shown on the concept plan. A Stormwater Management Plan and Erosion Control Plan will be prepared to mitigate any necessary or expected offsite impacts during the construction process. R-1 lots do not require incompatible use buffers. A 25-foot stream buffer is required along the existing streams located within the property. These buffer zones will help to retain natural beauty and provide a seamless transition between agricultural land and residential land. Wetlands are present on the property, and a buffer will be provided in accordance with county, state, and national requirements. All stream buffers and protected wetlands will be permanently protected from further subdivision, development, and unauthorized use by a natural resources easement.

LIGHTING

Outdoor lighting (streetlights) may be provided for security purposes. Any proposed outdoor lighting fixtures for this development will be full-cutoff and fully shielded to minimize impact to surrounding properties. All lighting fixtures and layout shall adhere to all standards and specifications set forth in the Oconee County Code of Ordinances.

TRASH DISPOSAL + RECYCLING

All solid waste disposal and screening requirements deemed necessary shall be in accordance with the Oconee County Code and shall be applied for as development plans are submitted. Solid waste will be collected onsite by a private contractor and disposed of accordingly.

PROJECT SCHEDULE

The petitioners plan to complete the zoning efforts for the subject property by Spring of 2026. It is the developers understanding there are numerous residential lots available in the county at the time of this rezoning request. In an effort to allow time for the lots to drawdown, the developer agrees to not build homes on the subject property until Spring of 2031.

NARRATIVE



MALCOM BRIDGE ESTATES PHASE II
Malcom Bridge Road and Clotfelter Road
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OWNERSHIP + MAINTENANCE OF COMMON SPACE

It is the intent of the developer to provide a high-quality single family residential development allowing multiple new residences, and all applicable amenities and provisions as designed for use. It is anticipated the development will likely have a shared maintenance agreement through a homeowner’s association to maintain all said access and stormwater facilities. The intent is to add the 119 lots to the existing Malcom Bridge Estates Homeowners Association. All stream buffers and protected wetlands will be permanently protected from further subdivision, development, and unauthorized use by a natural resources easement.

ESTIMATED VALUE + SQUARE FOOTAGE OF DEVELOPMENT

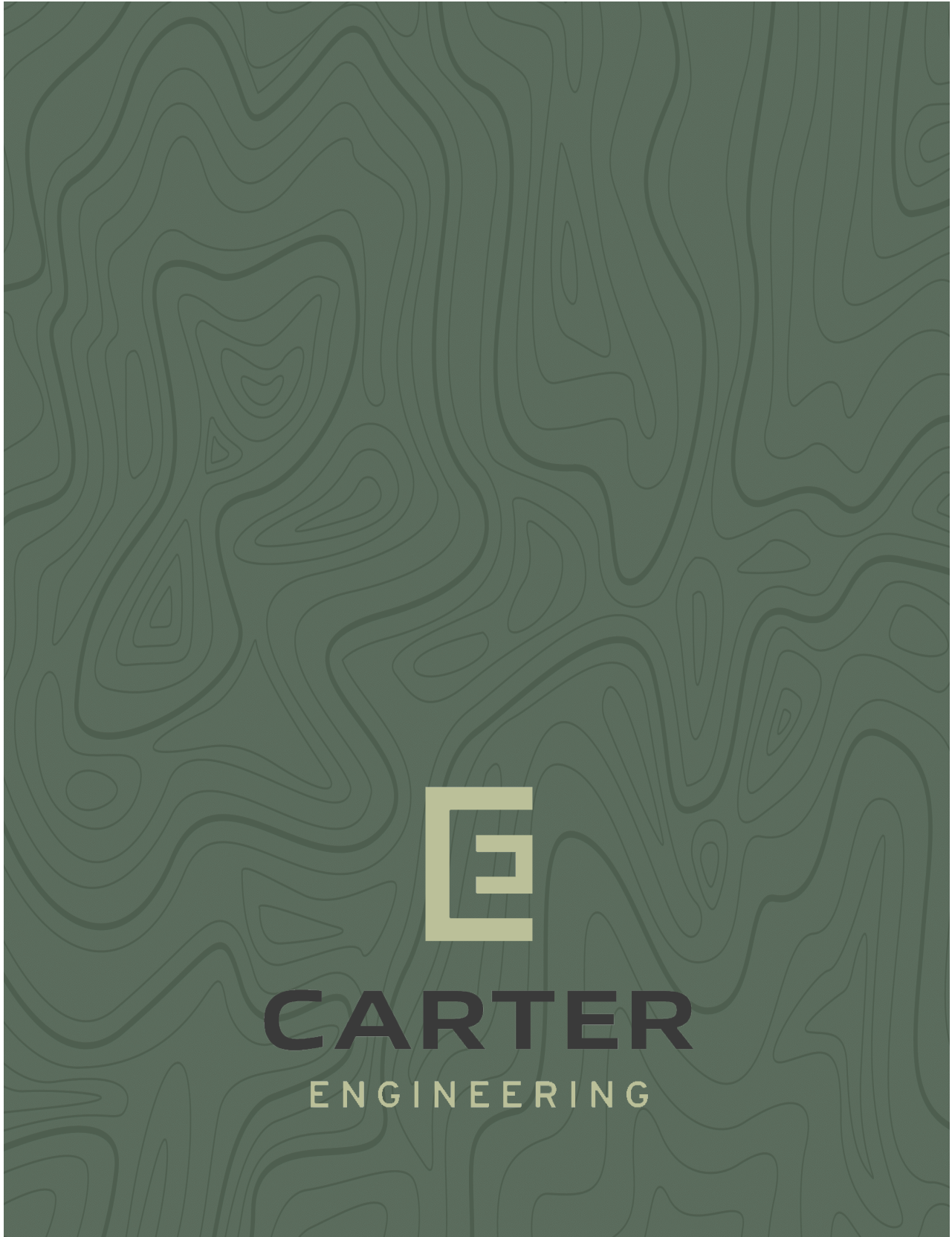
Average Cost Per Residential Lot:	\$1,000,000
Estimated Value of the Project of Completion (119 lots x \$1,00,000k):	\$119,000,000

CONSTRUCTION/FAÇADE MATERIALS + REPRESENTATIVE ARCHITECTURE THEMES

The building exteriors will feature a mix of brick, stone, stucco, Hardie board, and other high-quality materials for added architectural detail. The building exterior will be a minimum of 25% brick or stone. The 25% minimum will apply to all sides of the residence. The homes are designed to reflect a traditional aesthetic consistent with the character of Malcom Bridge Estates. This development will maintain a visually cohesive and architecturally appealing design that meets or exceeds Oconee County’s standards. The proposed architectural styles, as outlined below, will serve as a guiding framework to ensure a harmonious and high-quality aesthetic throughout the community.

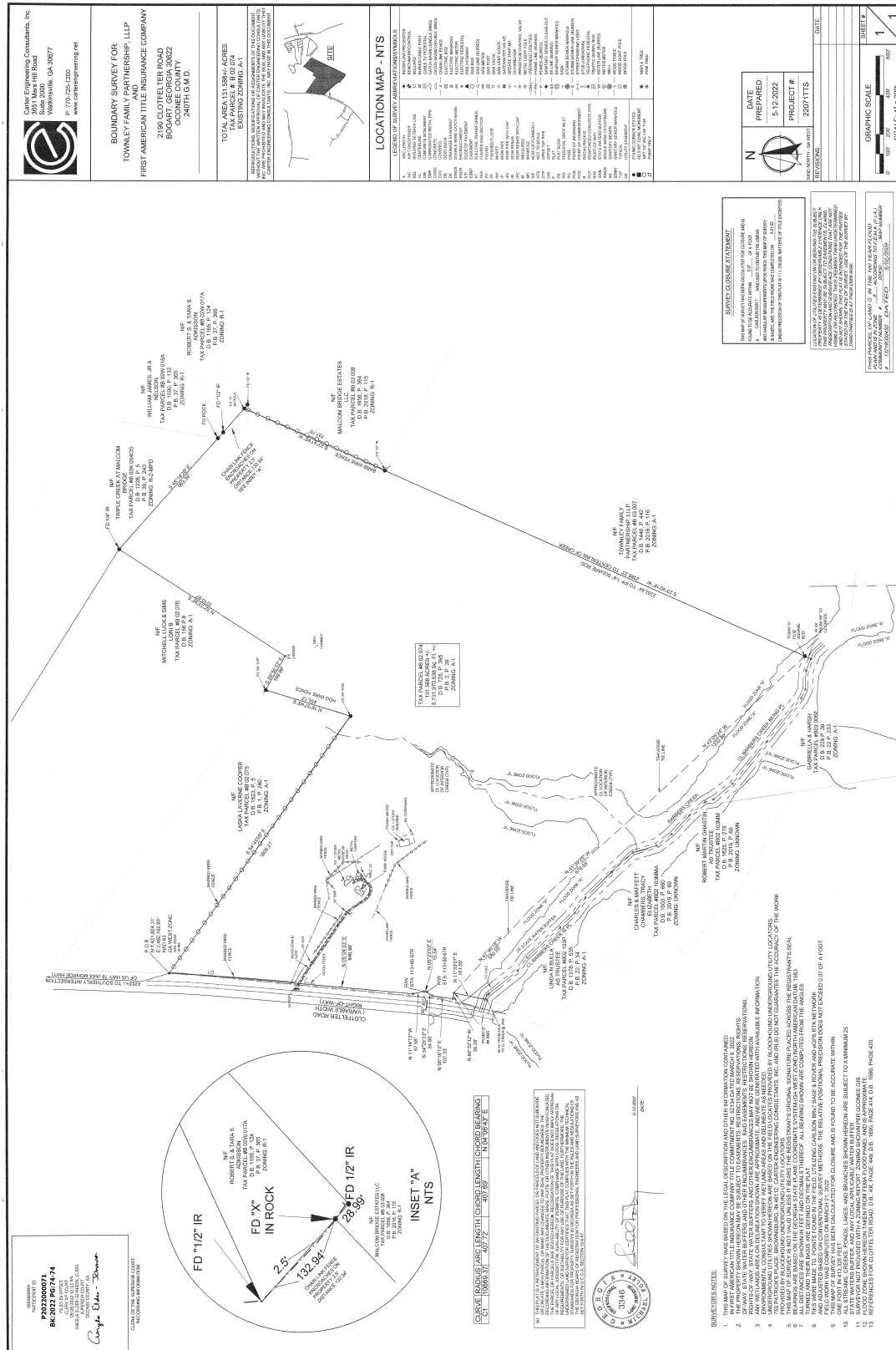


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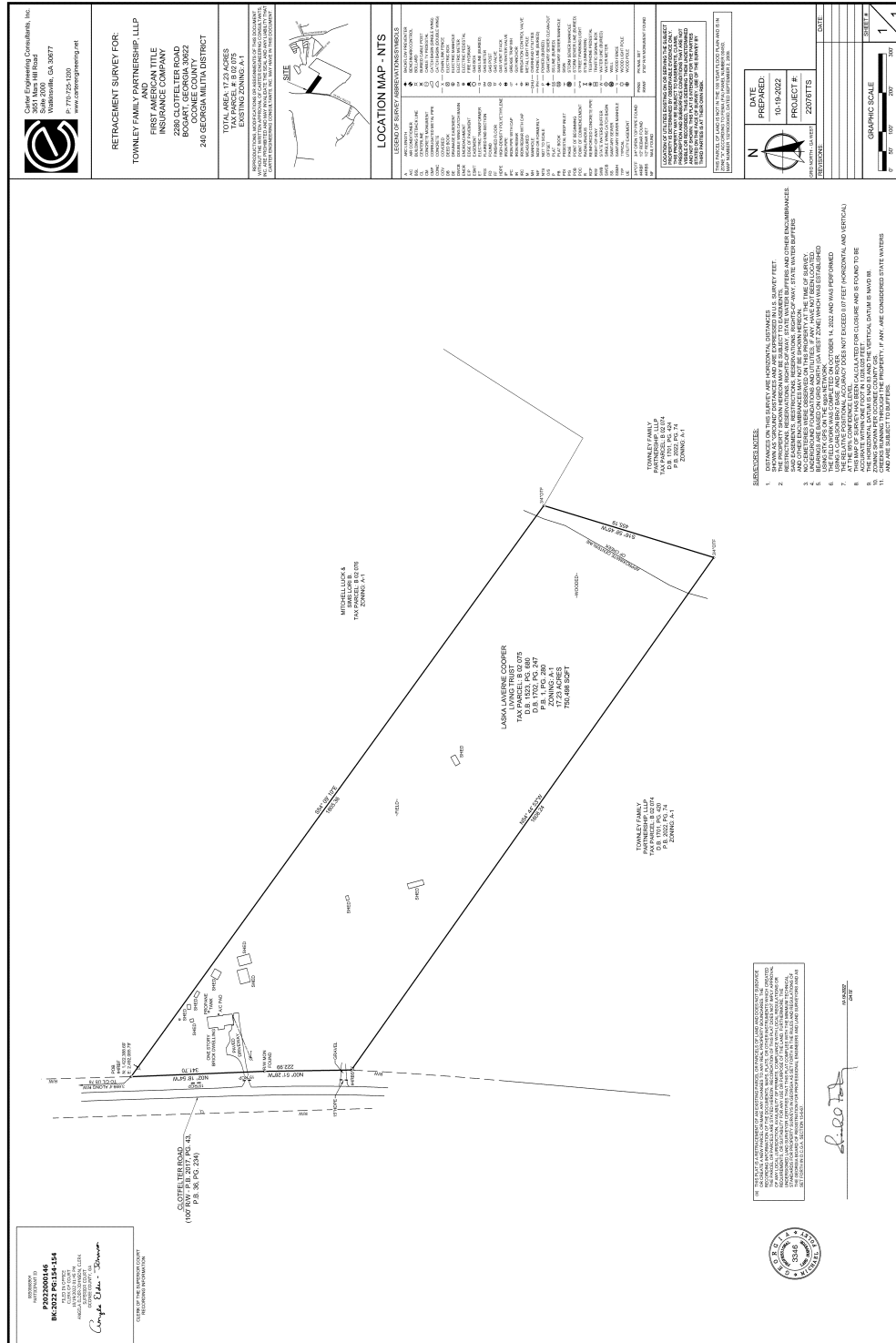
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PLAT



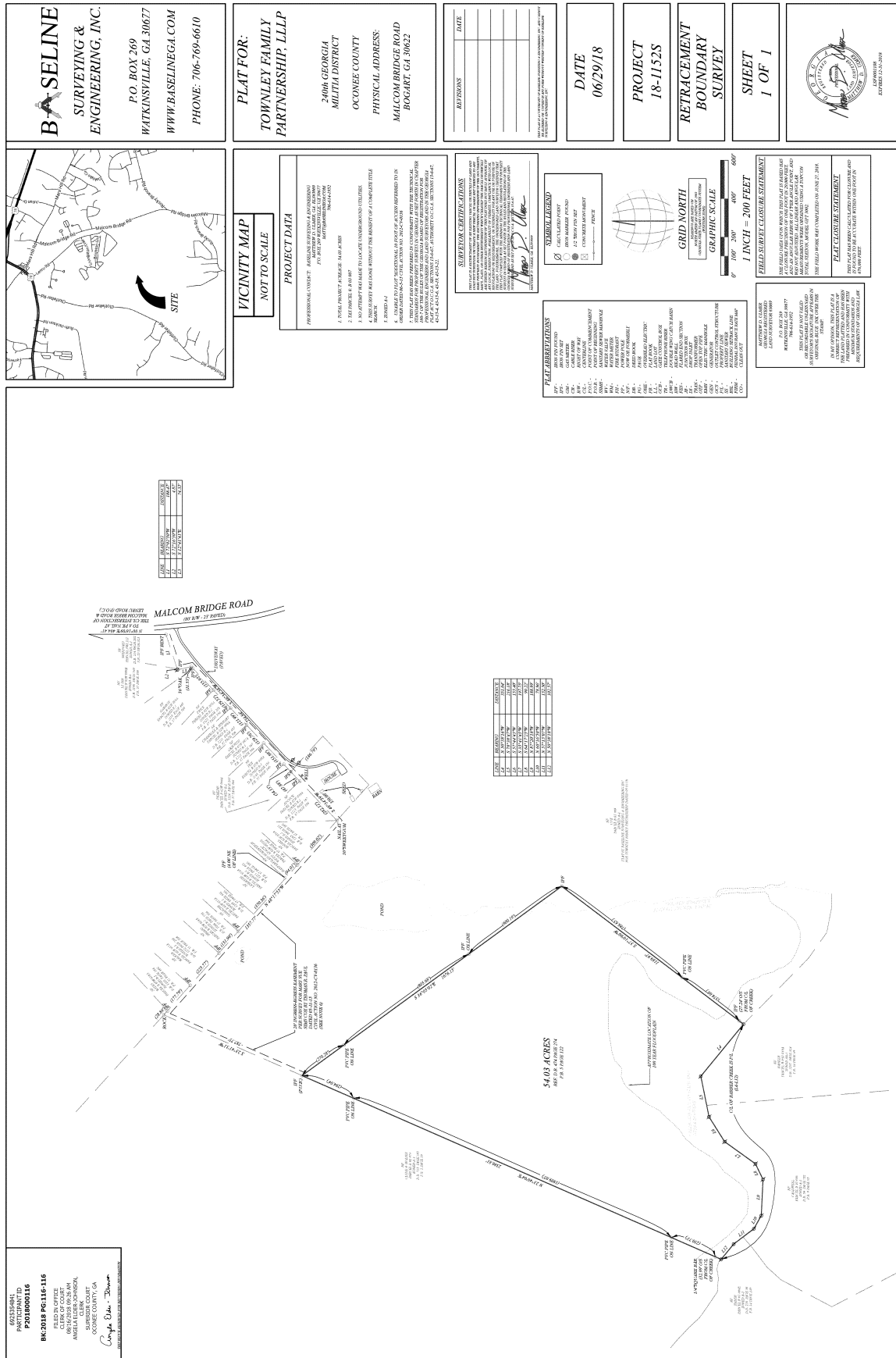
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PLAT



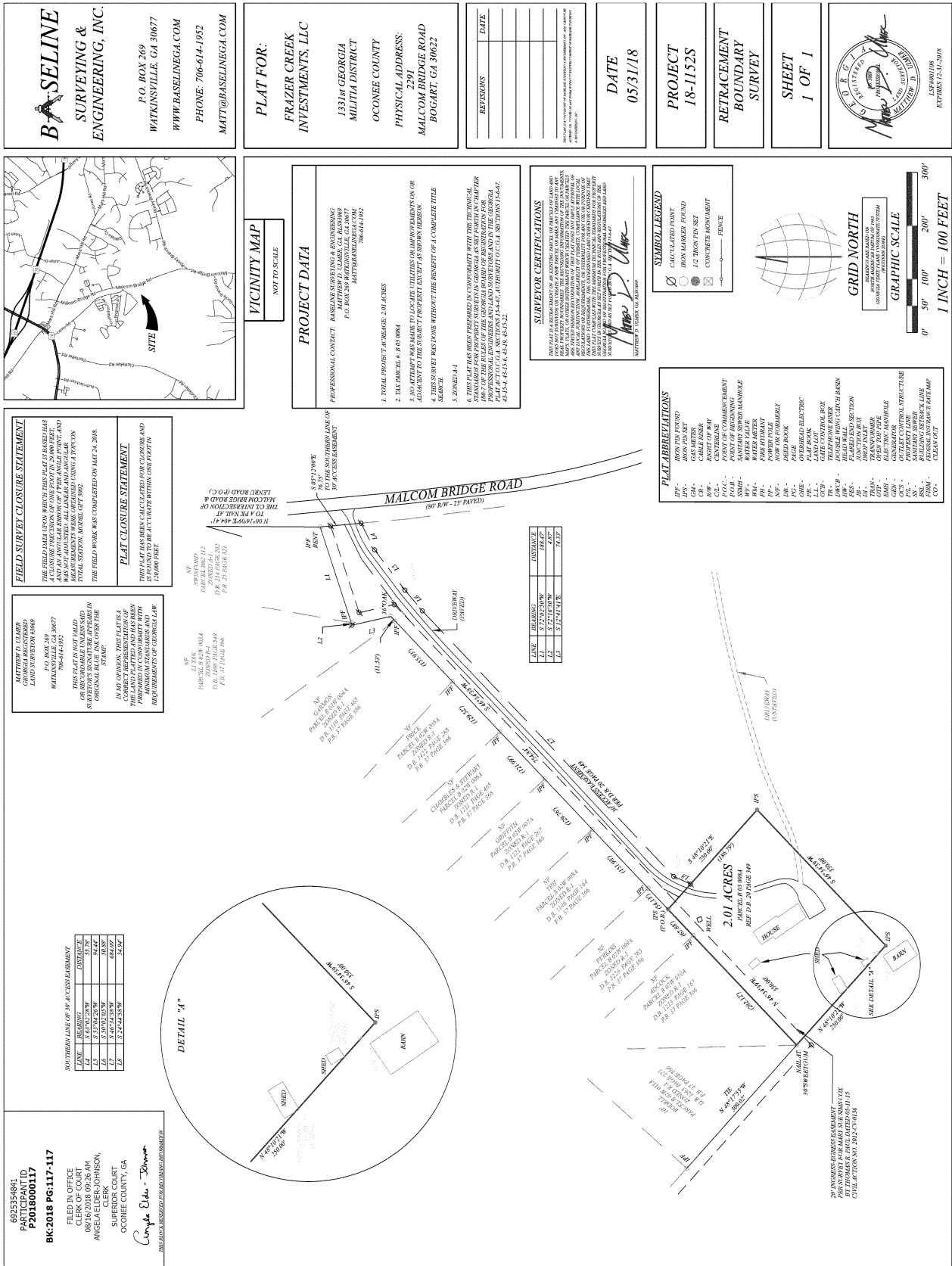
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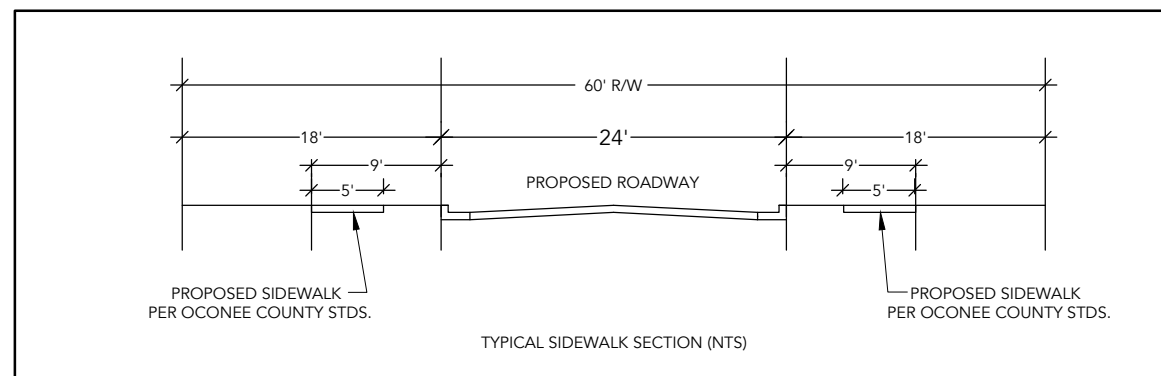


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PLAT



Lot #	Lot Area (sq. ft.)	Lot Area (ac.)	Area Outside of Flood Limits (sq. ft.)	Buildable Area (sq. ft.)
1	66,670	1.53	66,670	43,436
2	65,363	1.50	65,363	46,131
3	65,703	1.51	65,703	45,689
4	98,783	2.26	98,783	47,807
5	87,773	2.02	87,780	48,427
6	66,292	1.52	65,590	48,105
7	191,405	4.39	67,358	57,115
8	152,743	3.51	54,848	46,653
9	75,381	1.73	62,138	47,252
10	76,858	1.76	51,663	41,310
11	66,067	1.52	60,020	43,224
12	66,155	1.52	63,543	39,387
13	72,439	1.66	72,439	52,227
14	72,232	1.66	72,232	53,127
15	71,411	1.64	71,411	51,567
16	73,990	1.70	73,990	53,764
17	65,363	1.50	65,363	42,918
18	65,363	1.50	65,363	48,376
19	66,614	1.53	66,614	48,617
20	89,522	1.60	89,522	51,682
21	117,636	2.70	117,636	59,620
22	65,474	1.50	65,474	38,181
23	65,860	1.51	65,860	46,100
24	65,736	1.51	65,736	46,219
25	65,771	1.51	65,771	46,562
26	65,520	1.50	65,520	45,921
27	70,776	1.62	70,776	49,944
28	93,523	2.15	93,523	63,864
29	73,829	1.69	73,829	40,217
30	65,583	1.51	65,583	39,699
31	65,736	1.51	65,167	38,947
32	67,160	1.54	66,010	39,092
33	59,145	1.39	66,145	44,346
34	70,166	1.61	70,166	48,284
35	68,001	1.56	68,001	42,058
36	80,246	1.84	80,246	58,208
37	75,886	1.74	75,886	55,110
38	75,829	1.74	73,829	53,582
39	69,237	1.59	69,237	46,975
40	81,859	1.88	81,859	55,676
41	73,371	1.68	73,371	46,837
42	69,712	1.60	69,712	49,220
43	66,158	1.52	66,158	48,119
44	82,118	1.89	82,118	61,622
45	87,205	2.00	87,205	65,648
46	73,284	1.68	73,284	54,359
47	65,855	1.50	65,855	43,264
48	66,158	1.52	66,158	57,120
49	99,478	2.28	99,478	75,980
50	106,840	2.45	106,840	83,265
51	73,260	1.68	60,755	40,980
52	94,943	2.18	51,573	30,502
53	65,406	1.50	65,406	30,721
54	68,529	1.57	68,529	37,424
55	65,698	1.51	65,698	32,732
56	65,588	1.51	65,588	39,874
57	70,860	1.63	70,860	49,179
58	66,099	1.52	66,099	46,894
59	68,174	1.57	68,174	48,657
60	70,201	1.61	70,201	50,419
61	99,522	2.28	99,522	65,128
62	70,877	1.63	70,877	48,988
63	66,911	1.54	66,911	44,247
64	100,413	2.31	100,413	51,545
65	147,875	3.39	106,286	80,377
66	66,117	1.52	66,400	42,253
67	75,201	1.73	75,201	52,057
68	254,276	5.84	103,483	58,141
69	233,290	5.36	64,317	45,994
70	111,449	2.56	61,273	51,135
71	134,146	3.08	98,463	67,419
72	93,085	2.14	64,945	53,603
73	84,050	1.93	53,015	41,830
74	84,449	1.94	53,035	34,365
75	84,449	1.94	59,815	38,410
76	115,300	2.65	65,556	45,101
77	153,806	3.53	106,239	66,424
78	160,645	3.69	72,674	57,503
79	104,097	2.39	59,584	46,772
80	73,604	1.69	51,506	39,293
81	65,781	1.51	61,893	35,163
82	65,385	1.50	65,385	49,328
83	65,082	1.52	65,082	45,284
84	68,885	1.58	68,885	49,792
85	65,131	1.52	65,131	47,259
86	67,839	1.56	67,839	45,670
87	67,579	1.55	67,579	45,612
88	67,781	1.56	67,781	47,885
89	66,141	1.52	66,141	46,420
90	66,161	1.52	66,161	46,561
91	70,534	1.62	70,534	51,730
92	65,493	1.53	65,493	45,529
93	66,311	1.52	66,311	48,013
94	65,698	1.51	65,698	50,528
95	65,701	1.51	65,701	45,492
96	65,961	1.51	65,961	47,274
97	65,519	1.50	65,519	47,283
98	65,407	1.50	65,407	47,211
99	65,392	1.50	65,392	46,633
100	65,373	1.50	65,373	45,285
101	66,145	1.52	66,145	47,413
102	66,823	1.53	66,823	48,018
103	66,345	1.59	66,345	49,970
104	66,773	1.53	66,773	47,724
105	67,015	1.54	67,015	47,793
106	81,307	1.87	81,307	60,701
107	94,748	2.18	94,748	73,530
108	72,040	1.65	72,040	52,733
109	67,629	1.55	67,629	48,101
110	66,498	1.53	66,498	47,092
111	88,042	1.99	88,042	48,076
112	67,245	1.54	67,245	47,645
113	77,837	1.79	77,837	56,530
114	76,089	1.75	76,089	54,972
115	78,357	1.80	78,357	56,803
116	65,490	1.50	65,490	46,686
117	66,386	1.52	66,386	47,902
118	70,957	1.63	70,957	48,625
119	75,906	1.74	75,906	48,093



- MITCHELL LUCK & SIMS LORI B.
2303 CLOFFELER ROAD - B 02 07A
ZONED AG - 47.5 ACRES
- TRIPLE CREEK AT MALCOM BRIDGE
LENU RD - B 02 004S
ZONED R-1 - 4.99 ACRES
- WILLIAM JAMES, JR. & NELSON AUDREY LYNN
2145 HARPERFIELD TERRACE - B 02W 018A
ZONED R-1 - 0.85 ACRES
- ROBERTS & TARA S. AKISHON
2035 HARPERFIELD TERRACE - B 02W 017A
ZONED R-1 - 0.92 ACRES
- GEORGE MACNIDER & BATES FRANCES SOLLOWIN
1915 HARPERFIELD TERRACE - B 02W 016A
ZONED R-1 - 1.3 ACRES
- LACY MAYNARD & BURKE BRIAN WALKER
1753 HARPERFIELD TERRACE - B 02W 015A
ZONED R-1 - 1.3 ACRES
- JANNA & TRAVIS NIMMO
1545 HARPERFIELD TERRACE - B 02S 014A
ZONED R-1 - 0.87 ACRES
- DANIEL & DARA CAMACHE
1405 HARPERFIELD TERRACE - B 02W 013A
ZONED R-1 - 0.89 ACRES
- JANNA KNIGHT LANDRETH
1215 HARPERFIELD TERRACE - B 02W 012A
ZONED R-1 - 1.3 ACRES
- DICKENS BUILDERS, INC.
HARPERFIELD TERRACE - B 02W 011S05A
ZONED R-1 - 0.58 ACRES
- C. BLAKE PERKINS
2305 HARPERFIELD DRIVE - B 02W 011A
ZONED R-1 - 1.05 ACRES
- MAURY E ADCOCK
2285 HARPERFIELD DRIVE - B 02W 010A
ZONED R-1 - 0.94 ACRES
- STEPHEN M. & EMORE CYNTHIA M.
1160 MALCOM BRIDGE ROAD - B 02W 009A
ZONED R-1 - 0.76 ACRES
- HUNGUEH & YEH MINGSHOU YEH
2025 HARPERFIELD DRIVE - B 02W 008A
ZONED R-1 - 0.87 ACRES
- CHRISTOPHER S. & FANCHILD JAMIE H.
1875 HARPERFIELD DRIVE - B 02W 007A
ZONED R-1 - 0.87 ACRES
- HEATH M. & CHAMBERS SARA STEWARD
1755 HARPERFIELD DRIVE - B 02W 006A
ZONED R-1 - 0.87 ACRES
- FAHMAN & AMIR KARACHI, AIDA
1465 HARPERFIELD DRIVE - B 02W 005A
ZONED R-1 - 0.87 ACRES
- SHON & AMANDA GARMON
1465 HARPERFIELD DRIVE - B 02W 004A
ZONED R-1 - 0.78 ACRES
- YAJUN & ZHEN LI YAN
1425 HARPERFIELD DRIVE - B 02W 003A
ZONED R-1 - 0.87 ACRES
- L. WAYNE & L.S. SWINFORD
2311 MALCOM BRIDGE ROAD - B 02 112
ZONED AG - 0.99 ACRES
- BRODLEY ALAN & LINDA FREEMAN
2300 MALCOM BRIDGE ROAD - B 03 010
ZONED R-1 - 0.77 ACRES
- DOONCA C. McELWANNON
2295 MALCOM BRIDGE ROAD - B 03 010A
ZONED AG - 1 ACRES
- KANDYCE P WEST
2261 MALCOM BRIDGE ROAD - B 02 008B
ZONED AG - 1 ACRES
- MALCOM BRIDGE ESTATES LLC
1160 MALCOM BRIDGE ROAD - B 03W 001
ZONED R-1 - 0.85 ACRES
- MALCOM BRIDGE ESTATES LLC
1230 MALCOM BRIDGE ROAD - B 03W 002
ZONED R-1 - 0.76 ACRES
- STRONG MARY E.
1360 MALCOM BRIDGE ROAD - B 02W 003
ZONED R-1 - 0.74 ACRES
- MALCOM BRIDGE ESTATES LLC
1465 HARPERFIELD DRIVE - B 03W 004
ZONED R-1 - 0.78 ACRES
- MALCOM BRIDGE ESTATES LLC
1465 HARPERFIELD DRIVE - B 03W 004
ZONED R-1 - 0.78 ACRES
- MALCOM BRIDGE ESTATES LLC
1465 HARPERFIELD DRIVE - B 03W 005
ZONED R-1 - 0.87 ACRES
- FARRELL CHRISTINE E.
1160 MALCOM BRIDGE ROAD - B 03W 006
ZONED R-1 - 0.78 ACRES
- MALCOM BRIDGE ESTATES LLC
1425 HARPERFIELD DRIVE - B 03W 007
ZONED R-1 - 0.87 ACRES
- MALCOM BRIDGE ESTATES LLC
2114 MALCOM BRIDGE ROAD - B 03W 008
ZONED R-1 - 0.93 ACRES
- MALCOM BRIDGE ESTATES LLC
2262 MALCOM BRIDGE ROAD - B 03W 009
ZONED R-1 - 0.77 ACRES
- MALCOM BRIDGE ESTATES LLC
2295 MALCOM BRIDGE ROAD - B 03W 001S
ZONED R-1 - 0.34 ACRES
- POSITIVE CAPITALS, LLC
2624 MALCOM BRIDGE ROAD - B 03W 010
ZONED R-1 - 1.21 ACRES
- WILLIAM & JULIE BOUCKER
2628 MALCOM BRIDGE ROAD - B 03W 011
ZONED R-1 - 1.59 ACRES
- MALCOM BRIDGE ESTATES LLC
2620 MALCOM BRIDGE ROAD - B 03W 012
ZONED R-1 - 2 ACRES
- MALCOM BRIDGE ESTATES LLC
2620 MALCOM BRIDGE ROAD - B 03W 001A1
ZONED R-1 - 1.36 ACRES
- MALCOM BRIDGE ESTATES LLC
2680 MALCOM BRIDGE ROAD - B 03W 013
ZONED R-1 - 1.02 ACRES
- SUTKO JACK
3028 MALCOM BRIDGE ROAD - B 03W 014
ZONED R-1 - 1.32 ACRES
- 12K LLC
1462 WHISTLING CREEK XING - B 03W 019
ZONED R-1 - 2.26 ACRES
- MALCOM BRIDGE ESTATES LLC
1425 WHISTLING CREEK XING - B 03W 020
ZONED R-1 - 1.86 ACRES
- TERRI LYNN DANIEL
1193 MALLARD LAKE DRIVE - B 03D 010A
ZONED AG - 17.47 ACRES
- IAN CALDWELL
1260 PLANTATION DRIVE - B 03 006
ZONED AG - 35.28 ACRES
- GABRIELLA & MARK MICHAEL K.
1250 PLANTATION DRIVE - B 03 006A
ZONED AG - 33.3 ACRES
- ROBERT MARTIN GHASTIN
2020 CLOFFELER ROAD - B 02 103MM
ZONED AG - 5.19 ACRES
- CHARLES & MARFETT CHAMBERS, TRACY ELIZABETH
2050 CLOFFELER ROAD - B 02 103MMA
ZONED AG - 5.1 ACRES
- LINDA N. BULLA AS TRUSTEE
2080 CLOFFELER ROAD - B 02 103P
ZONED AG - 5.17 ACRES
- WILLIAM KIRK MCCLELLAN
1507 LULLWATER LN. - B 02 07AB
ZONED AG - 10.45 ACRES
- SHANIL A. & NEYLA A. MEJIA DUARTE, CRISTIAN MEJIA
2145 CLOFFELER ROAD - B 02 07AB
ZONED AG - 1.2 ACRES
- THEODORE LYNNER III & HUTCHESON ELIZABETH IRENE
2181 CLOFFELER ROAD - B 02 07ABBB
ZONED AR-3 - 3.0 ACRES
- ANDREW J. & CHRISTINE BENNETT
2185 CLOFFELER ROAD - B 02 07ABBB
ZONED AR-2 - 4.0 ACRES
- JOSEPH M. II HALE
2189 CLOFFELER ROAD - B 02 07ABBB
ZONED AR-2 - 4.0 ACRES
- ANDREW B. BRELIN
2251 CLOFFELER ROAD - B 02 07ABA
ZONED AG - 10 ACRES

OCEAN COUNTY NOTES

- SIGNAGE: ALL SIGNAGE (OTHER THAN HANDICAP SIGNAGE) REQUIRES A SEPARATE PERMIT.
- SITE FIXTURES AND LANDSCAPING: ALL SITE LIGHTING SHALL CONSIST SOLELY OF FULL CUTOFF LUMINARIES AS DEFINED IN THE OCEAN COUNTY UNIFIED DEVELOPMENT CODE (UDC SECTION 306.04 AND SECTION 607.05 - OR THE LATEST APPROVED SECTION). ALL LIGHTING WILL BE FULLY SHIELDED IN ACCORDANCE WITH CODE. ELEMENTS OF DESIGN PERTAINING TO LAYOUT AND INSTALLATION OF SIDEWALK AND STREET TREES SHALL BE IN ACCORDANCE WITH OCEAN COUNTY ORDINANCES. ALL LANDSCAPE STRIPS, LANDSCAPE BUFFERS, AND VEHICLE-USE AREA SCREENINGS SHALL BE DESIGNED AND PLANTED IN ACCORDANCE WITH OCEAN COUNTY STANDARDS (SECTION 803 & 805).
- WATER SERVICE: WATER SUPPLY PROVIDED BY OCEAN COUNTY WATER RESOURCES.
- SANITARY SEWER SERVICE: SANITARY SEWER DISPOSAL PROVIDED BY PRIVATE ON-SITE SEPTIC SYSTEM TO BE INSTALLED, MAINTAINED AND DESIGNED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL STANDARDS AND REGULATIONS.
- SOLID WASTE: SOLID WASTE DISPOSAL PROVIDED BY INDIVIDUAL CANS/DUMPSTERS COLLECTED BY PRIVATE CONTRACTOR.

100-YEAR FLOOD PLAIN NOTE

THE SUBJECT PROPERTIES LIES WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE LATEST FEMA FLOOD MAP.

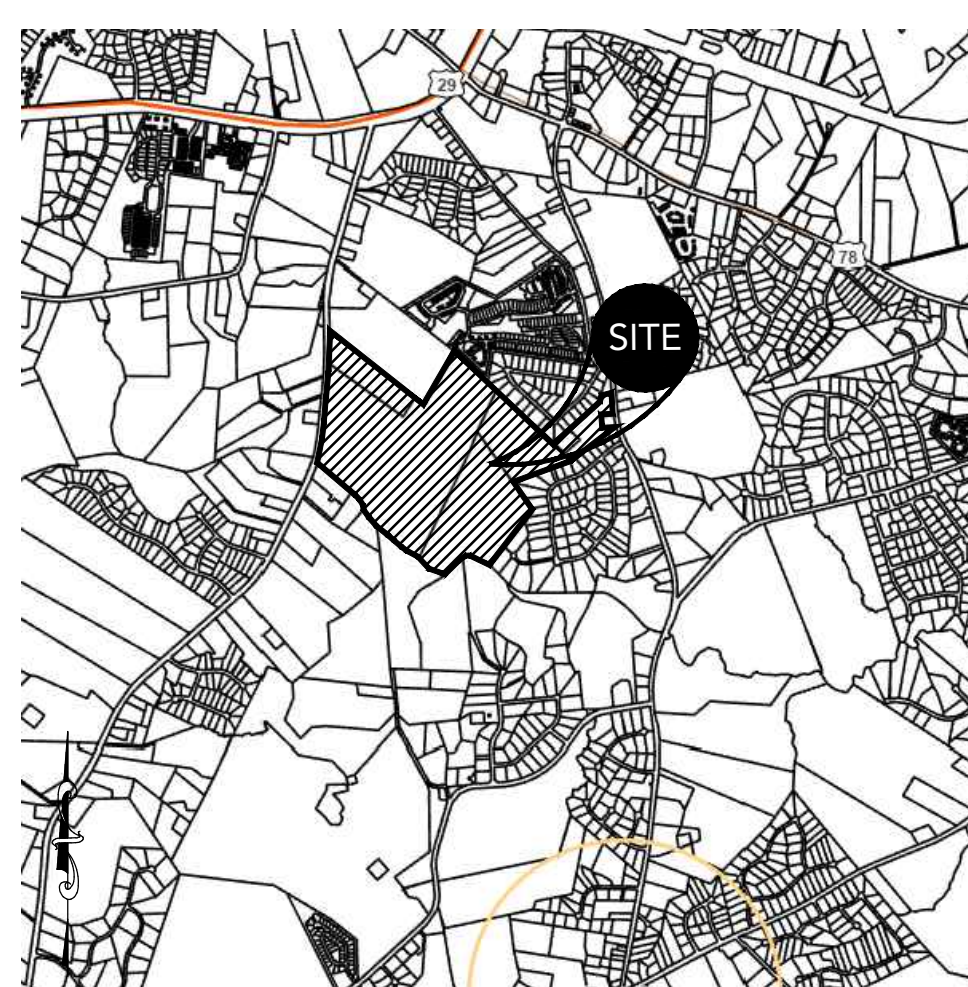
STOPPING SIGHT DISTANCE (SSD) NOTE

MALCOM BRIDGE ROAD REGULATED SPEED: 50 MPH (SSD 425 FEET)
CLOFFELER ROAD REGULATED SPEED: 55 MPH (SSD 360 FEET)

PER ASHTO/GDOT GUIDELINES, THE PROPOSED ACCESS AND EGRESS POINTS FOR THE PROJECT PROVIDE ADEQUATE SIGHT CLEARANCE AND VISIBILITY.

STORMWATER & DETENTION NOTE

STORMWATER MANAGEMENT SHALL BE IN ACCORDANCE WITH ALL COUNTY, STATE, AND FEDERAL RULES, REGULATIONS, AND APPROPRIATE ORDINANCES WHICH ARE IN EFFECT AT TIME OF CONSTRUCTION PLAN APPROVAL. ALL IMPROVEMENTS MUST MEET OR EXCEED OCEAN COUNTY REQUIREMENTS FOR MINIMIZING IMPACTS TO DOWNSTREAM PROPERTIES AND ADJACENT RESIDENTIAL DEVELOPMENTS.



LOCATION MAP
SCALE: 1" = 2000'

PROJECT INFORMATION

APPLICANT: CARTER ENGINEERING
1010 COMMERCIE DRIVE
BOGART, GA 30622
CONTACT: JEFF CARTER, P.E.
PHONE: 770.725.1200
JEFF@CARTERENGINEERING.COM

OWNER/DEVELOPER: TOWNLEY FAMILY PARTNERSHIP, LLLP
1280 SNOWS MILL ROAD
BOGART, GA 30622
CONTACT: RUSSELL WILLIS
706.338.3565
RWILLIS@OTFLC.COM

SITE INFORMATION

JURISDICTION: OCEAN COUNTY
PROPERTY LOCATION: MALCOM BRIDGE ROAD
BOGART, GA 30622
TOTAL TRACT ACREAGE: 242.27 ACRES
TRACT ACREAGE TO BE REZONED: 242.27 ACRES

PARCEL NUMBER: B 02 07A, B 02 07S, B 03 007, B 03 008, B 03 008A
CURRENT ZONING: AG (AGRICULTURAL DISTRICT)
PROPOSED ZONING: R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)
EXISTING USE: VACANT AGRICULTURAL LAND
PROPOSED USE: SINGLE-FAMILY RESIDENTIAL
SOURCE OF TOPOGRAPHY: COUNTY GIS TOPOGRAPHY

REQUIRED BUILDING SETBACKS: FRONT: 30-FOET
SIDE: 10-FOET
REAR: 40-FOET
MINIMUM LOT SIZE (R-1) SF: 65,340 SF
MINIMUM LOT SIZE (R-1) ACREAGE: 1.5 ACRES
MAXIMUM BUILDING HEIGHT: 40-FOET

SANITARY SEWER SERVICE: ON-SITE SEPTIC SYSTEMS
WATER SERVICE: OCEAN COUNTY WATER RESOURCES

FEMA FIRM NO.: 13129C0045E & 13129C0065E
FEMA FIRM DATE: 09.15.22
FEMA SFHA ZONE: ZONE X

UNDERGROUND UTILITY DISCLAIMER:
THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD INFORMATION AND/OR EXISTING DRAWINGS. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE OWNER, HIS/HER EMPLOYEES, CONSULTANTS AND CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE CARTER ENGINEERING IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION. REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD LOCATE ALL UTILITIES PRIOR TO COMMENCING WORK AND NOTIFY ENGINEER IF A DISCREPANCY IS FOUND. SPECIFICALLY, THE CONTRACTOR SHALL VERIFY THE INVERT ELEVATIONS OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES PRIOR TO COMMENCEMENT OF STORM AND SANITARY SEWER CONSTRUCTION.

SITE DESIGN INFORMATION

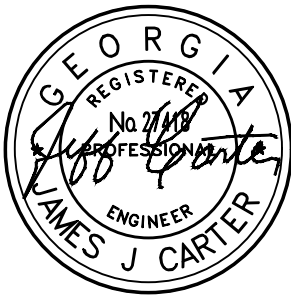


CARTER
ENGINEERING

1010 COMMERCE DRIVE
BOGART, GA 30622

P: 770.725.1200
F: 770.725.1204
www.carterengineering.com

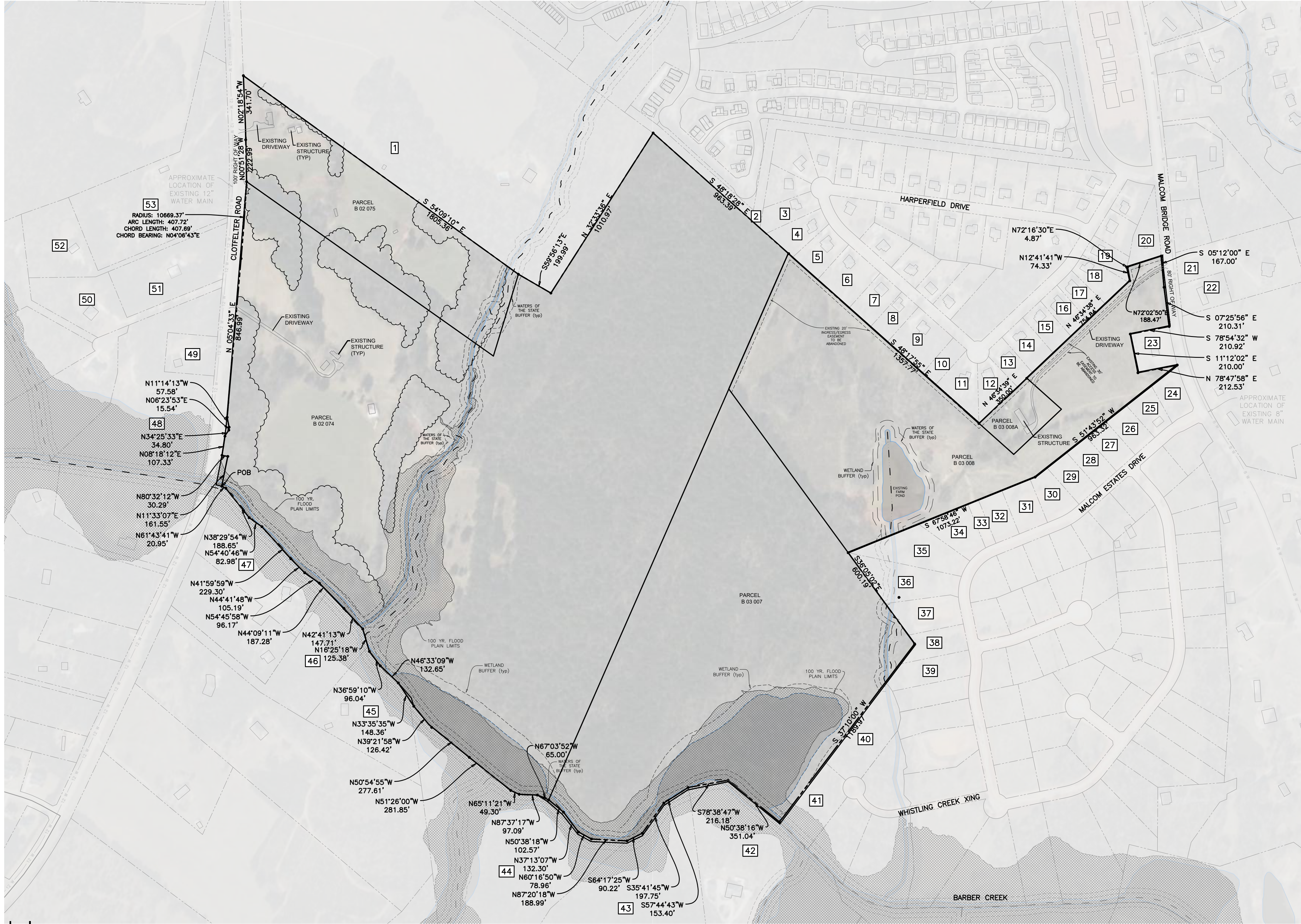
SEALS



GSWCC Level II Certification
No. 0000000000083



LOCATION MAP
SCALE: 1" = 2000'



REZONE CONCEPT PLAN
FOR
MALCOM BRIDGE ESTATES, PHASE II
MALCOM BRIDGE ROAD | BOGART, GA 30622

REVISION DATE & DESCRIPTION	
1	10/10/2025 - INITIAL SUBMITTAL
2	11/17/2025 - ADDRESS COUNTY COMMENTS
3	...
4	...
5	...
6	...
7	...
8	...

SHEET TITLE:
EXISTING
CONDITIONS

PROJECT NAME:
MALCOM BRIDGE
ESTATES, PHASE II

SHEET NUMBER:
EXISTING
CONDITIONS
PROJECT NUMBER:
25098TTS

DATE:
10.10.2025

811 Know what's below
Call before you dig
dial 811



GRAPHIC SCALE
SCALE: 1" = 300'

**APPROVAL OF A SPECIAL EXCEPTION VARIANCE
FROM THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA**

TITLE

A Resolution granting approval of a Special Exception Variance based upon the allowances under the Unified Development Code of Oconee County, Georgia, pursuant to Article 13, Section 1303, to grant approval of a Special Exception Variance pursuant to an application requesting approval of a Special Exception Variance on property owned by Industrial Properties Management LLC submitted on October 10, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application requesting Special Exception Variance approval submitted by Carter Engineering Consultants Inc. on October 10, 2025, regarding a ±45.6-acre tract of land located at 1355 Aiken Rd, Oconee County, Georgia, (tax parcel no. B-01-072), the Board of Commissioners of Oconee County does hereby grant the following:

SECTION 1. A Resolution granting Special Exception Variance approval for the property described above and also described in the attached Exhibit “A” is hereby granted to reduce the required parking for the warehouse area by 63 spaces and to eliminate the requirement for curb and gutter in the warehouse portion of the site.

Said Special Exception Variance is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Effective Date. This Resolution shall take effect this date.

Said Special Exception Variance application was submitted to the Oconee County Board of Commissioners and a Public Hearing was duly held by the same at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY:

John Daniell, Chairman

ATTEST:

Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING SPECIAL EXCEPTION VARIANCE REQUEST

APPLICATION SUBMITTED BY: Carter Engineering Consultants Inc.

APPLICATION SUBMISSION DATE: October 10, 2025

RE: Request for a Special Exception Variance on a ±45.6-acre tract of land located at 1355 Aiken Rd in Oconee County, Georgia, (tax parcel no. B-01-072), to reduce the required parking for the warehouse area by 63 spaces and to eliminate the requirement for curb and gutter in the warehouse portion of the site.

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for a Special Exception Variance.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

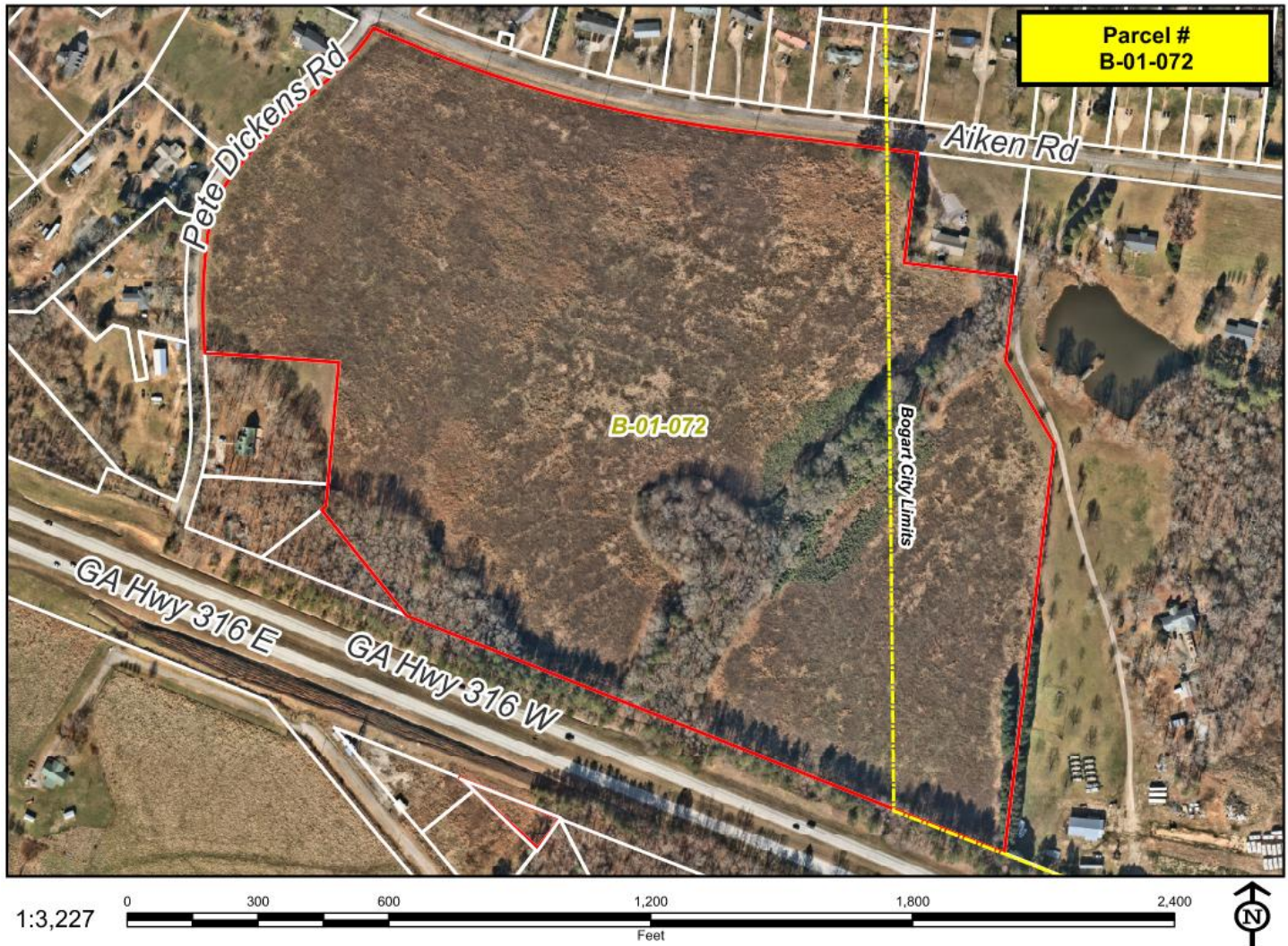
Mark Saxon, Member

CONDITIONS

1. Development design and structures shall meet or exceed the standards indicated on the concept plan, narrative, representative architectural sketches, and other documents submitted with the variance application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Unified Development Code.

TAX MAP

Variance # P25-0225 - Industrial Property Management, LLC



TYPED LEGAL DESCRIPTION**LEGAL DESCRIPTION**

BEGINNING AT THE ½" REINFORCING ROD FOUND AT THE INTERSECTION OF AIKEN ROAD AND PETE DICKENS ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED S 66 DEGREES 21 MINUTES 29 SECONDS E A DISTANCE OF 47.14 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT S 74 DEGREES 37 MINUTES 19 SECONDS E A DISTANCE OF 810.91 FEET ALONG AN ARC HAVING A RADIUS OF 2,820.86 FEET AND LENGTH OF 813.73 FEET TO A POINT; THENCE S 82 DEGREES 53 MINUTES 10 SECONDS E A DISTANCE OF 426.05 FEET TO A POINT; THENCE S 07 DEGREES 01 MINUTES 20 SECONDS W A DISTANCE OF 253.13 FEET TO A POINT; THENCE S 82 DEGREES 51 MINUTES 07 SECONDS E A DISTANCE OF 34.61 FEET TO A POINT; THENCE S 00 DEGREES 32 MINUTES 58 SECONDS E A DISTANCE OF 1,273.23 FEET TO A POINT; THENCE N 68 DEGREES 20 MINUTES 41 SECONDS W A DISTANCE OF 1,277.09 FEET TO A POINT; THENCE N 38 DEGREES 47 MINUTES 05 SECONDS W A DISTANCE OF 310.90 FEET TO A POINT; THENCE N 51 DEGREES 44 MINUTES 32 SECONDS E A DISTANCE OF 12.84 FEET TO A POINT; THENCE N 05 DEGREES 12 MINUTES 29 SECONDS E A DISTANCE OF 51.27 FEET TO A POINT; THENCE N 05 DEGREES 06 MINUTES 01 SECONDS E A DISTANCE OF 279.95 FEET TO A POINT; THENCE N 85 DEGREES 59 MINUTES 25 SECONDS W A DISTANCE OF 299.01 FEET TO A POINT; THENCE N 85 DEGREES 59 MINUTES 25 SECONDS W A DISTANCE OF 10.85 FEET TO A POINT; THENCE N 02 DEGREES 02 MINUTES 15 SECONDS W A DISTANCE OF 194.55 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT N 22 DEGREES 41 MINUTES 45 SECONDS E A DISTANCE OF 292.06 FEET ALONG AN ARC HAVING A RADIUS OF 349.03 FEET AND LENGTH OF 301.34 FEET TO A POINT; THENCE N 47 DEGREES 25 MINUTES 46 SECONDS E A DISTANCE OF 272.56 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT N 40 DEGREES 17 MINUTES 45 SECONDS E A DISTANCE OF 125.71 FEET ALONG AN ARC HAVING A RADIUS OF 506.15 FEET AND LENGTH OF 126.03 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL BEING 45.6 ACRES.

NARRATIVE



Request for Variance For IMI Industrial Campus

Aiken Road
Bogart, GA
(Parcel No. B 01 072)

Prepared By:
Carter Engineering Consultants
1010 Commerce Drive
Bogart, GA 30622

Prepared For:
Industrial Properties Management, LLC
P.O. Box 606
Watkinsville, GA 30677
September 2025

**Submittal Information**

Revision	Date	Submitted To:
A	10/10/2025	Oconee County
B	12/11/2025	Oconee County
C	12/15/2025	Oconee County

NARRATIVE



IMI Industrial Campus
Request for Variance
September 2025

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NARRATIVE



IMI Industrial Campus
Request for Variance
September 2025

Introduction

The property referenced as Tax Parcel No. B 01 072 is currently owned by Industrial Properties Management, LLC. The site is located off Aiken Road in Oconee County, Georgia. The subject property is comprised of 52.83 total acres, with 45.6 acres located in Oconee County (unincorporated) and 7.20 acres located in the City of Bogart. This narrative will accompany the application for the 45.6 acres for Oconee County. The property is currently zoned OBP (Office Business Park). The property will be developed for industrial manufacturing. Oconee County Unified Development Code Section 604.01.b, Table 6.1, requires three parking spots per one-thousand square feet of gross floor area for general offices and half a parking spot per one-thousand square feet of gross floor area for warehouse space. To be in compliance with this code the development would need to provide 78 spaces for building one (main office) and 102 spaces for buildings 2-5 (warehouse space). In lieu of installing the 102 spaces for the warehouse space, the property owner would like to apply for a Special Exception Variance.

Oconee County Unified Development Code Section 612.0 requires curb and gutter installed around every paved loading area and extend along both sides of all access drives. To be in compliance with this code the development would need to install curb and gutter throughout the entire development including the warehouse space. In lieu of installing curb and gutter for the warehouse space, the property owner would like to apply for a Special Exception Variance.

Variance Requested

The requested variance is for the code from Oconee County Unified Development Code Section 604.01.b, Table 6.1, and Section 609.01.d. Section 604.01.b requires three parking spots per one-thousand square feet of gross floor area for general offices and half a parking spot per one-thousand square feet of gross floor area for warehouse space. Therefore, the code would require 78 spaces for the office building and 102 spaces for the warehouse area resulting in 180 total spaces for the entire development. Carter Engineering is aiding the property owner in applying for a Special Exception Variance for the required parking. The 78 spaces required for building one will be provided. The owner is requesting a variance for the 102 spaces required for the warehouse space. The employees in the warehouse space will already be provided with a space at the main office and therefore do not need another space on the property. Carter Engineering is proposing that the development will provide two and a half parking spaces per one-thousand square feet for the machine shop, resulting in 39 spaces installed for the entire warehouse space. This proposal will still provide some parking for the warehouse space but will not result in an excess of parking that will not be utilized by the development. This will result in a total of 117 parking spaces for the entire development.

Section 609.01.d of the code requires curb and gutter to be installed throughout the entire development. The owner is requesting that curb and gutter be limited to the entrance and office building areas, as these are the primary locations of vehicular traffic and pedestrian

NARRATIVE



IMI Industrial Campus
Request for Variance
September 2025

activity. Within the warehouse portion of the site, curb and gutter are not necessary for proper stormwater management. The drainage design incorporates ditches and grate inlets to effectively collect and convey runoff to the proposed stormwater pond. The area will be

utilizing heavy equipment resulting in possible damage to the curb & gutter, therefore causing ongoing repair and cost to the owner.

Adjacent Properties

Five properties directly border the parcel. The property is bordered by Parcel No. B 01 072 R (zoned AG), by Parcel No. B 01 072D (zoned AG), and by Parcel No. B 01 072E (zoned AR) to the southwest. The property is bordered by Parcel No. B 01 072K (zoned OBP/R1) to the east and by Parcel No. B 01 072U (zoned R3) to the north. The property is bordered by Aiken Road to the north, Pete Dickens Road to the west and GA HWY 316 to the south.

Other Applications

A variance application will be submitted to the City of Bogart along with the application to Oconee County for the Special Exception Variance for Parcel B 01 072.

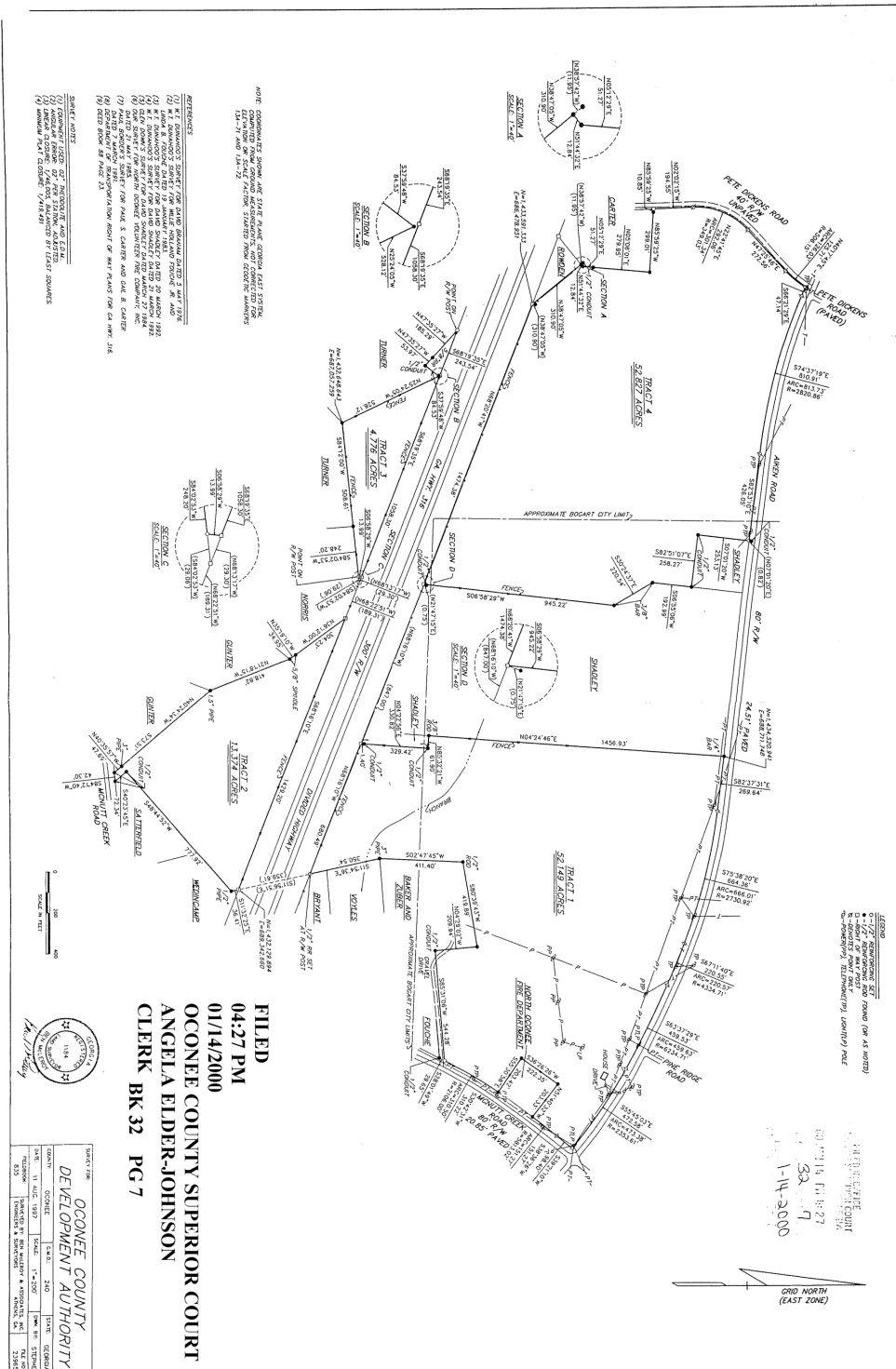
Conclusion

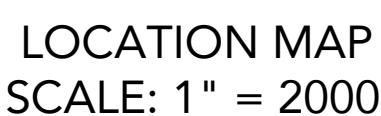
Parcel B 01 072 has 45.6 acres located in Oconee County, GA off of Aiken Road. The proposed development is an industrial manufacturing site that will consist of five buildings, including a two-story general office building with a 25,750 square foot footprint and three warehouse buildings. The Unified Development Code requires 102 parking spaces for the warehouse portion of the development and curb and gutter throughout the entire site. In lieu of providing the full 102 warehouse spaces, the property owner is requesting a Special Exception Variance to provide 39 spaces, as all warehouse employees will already be accommodated with parking at the office building. Additionally, in lieu of installing curb and gutter throughout the warehouse area, the property owner is requesting a Special Exception Variance to limit curb and gutter to the entrance and office building. Curb and gutter in the warehouse area would be subject to damage from heavy equipment and is not necessary for stormwater management, as ditches and grate inlets are proposed to convey runoff to the stormwater pond.

NARRATIVE



PLAT

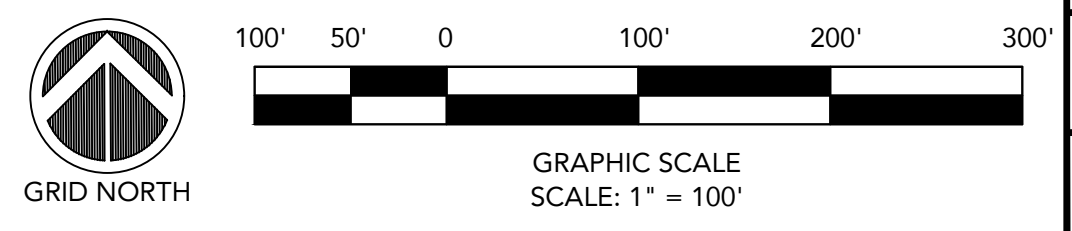
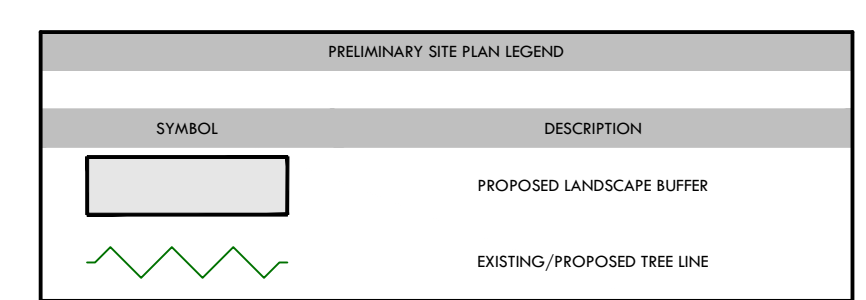




SITE INFORMATION	
JURISDICTION	OCONEE COUNTY AND CITY OF BOGART
PROPERTY LOCATION	1355 AIKEN ROAD BOGART, GA 30622
PARCEL NUMBER	B 01 072
PROJECT TRACT	45.6 ACRES IN OCONEE COUNTY
CURRENT ZONING	7.2 ACRES IN THE CITY OF BOGART
PROPOSED ZONING	OBP - OFFICE BUSINESS PARK DISTRICT
OVERLAY DISTRICT	OBP - OFFICE BUSINESS PARK DISTRICT
EXISTING USE	NONE
PROPOSED USE	VACANT LOT
BUFFERS REQUIRED	INDUSTRIAL MANUFACTURING/CORPORATE OFFICE 25' & 100' LANDSCAPE BUFFER
REQUIRED BUILDING SETBACKS	FRONT: 35-FEET SIDE: 25-FEET REAR: 40-FEET
MAXIMUM LOT COVERAGE	80%
MAXIMUM BUILDING HEIGHT	55-FEET
SANITARY SEWER SERVICE	ON-SITE SEPTIC
WATER SERVICE	OCONEE COUNTY WATER DEPARTMENT
FEMA FLOOD INSURANCE RATE MAP NO.	13219C0050D
FEMA FIRM DATE	09/02/2009
FEMA SFHA ZONE	ZONE X

UNDERGROUND UTILITY DISCLAIMER:
THE UNDERGROUND UTILITIES SHOWN HEREIN HAVE BEEN LOCATED FROM FIELD SURVEYING AND/OR EXISTING RECORD DRAWINGS. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AND DEPTH AS SHOWN BY THE RECORD DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE RECORD DRAWINGS. THE CONTRACTOR SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE CARTER ENGINEERING IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO THE UTILITIES AND UTILITIES SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE RECORD DRAWINGS. THE CONTRACTOR TO FIELD LOCATE ALL UTILITIES PRIOR TO COMMENCING WORK AND NOTIFY ENGINEER IF A DISCREPANCY IS FOUND. SPECIFICALLY, THE CONTRACTOR SHALL VERIFY THE INVERT ELEVATIONS OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES PRIOR TO COMMENCEMENT OF STORM AND SANITARY SEWER CONSTRUCTION.

PROPOSED BUILDING	SPACE	FLOOR AREA
BUILDING ONE	MAIN OFFICE (2 STORY)	23,750 SF
	STAINLESS STEEL SHOP	15,000 SF
	PIPE SHOP	15,000 SF
BUILDING TWO	FABRICATION SHOP	15,000 SF
	MACHINE SHOP	15,000 SF
	METAL CUTTING AND STORAGE	15,000 SF
	TOTAL SQUARE FOOTAGE	75,000 SF
BUILDING THREE	STRUCTURAL SHOP	60,000 SF
	MISCELLANEOUS 1.0	10,000 SF
	CONST. SHOP	7,500 SF
	MECHANICAL STORAGE	7,500 SF
BUILDING FOUR	ELECTRICAL STORAGE	7,500 SF
	MISCELLANEOUS 2.0	7,500 SF
	PAINT/SANDBLASTING	10,000 SF
	TOTAL SQUARE FOOTAGE	50,000 SF
BUILDING FIVE	EQUIPMENT MAINTENANCE	10,000 SF
	MISCELLANEOUS 3.0	7,500 SF
	TOTAL SQUARE FOOTAGE	17,500 SF



Professional Engineer Seal for Georgia, Registered Professional Engineer, No. 26703, J. BRIAN KIMSEY.



CARTER
ENGINEERING

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1010 COMMERCE DR.
BOGART, GA 30622
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F: 770.725.1204
www.carterengineering.com

**SPECIAL EXCEPTION
VARIANCE CONCEPT PLAN
FOR
IMI CORPORATE CAMPUS
1355 AIKEN ROAD - BOGART, GA 30622**

SHEET TITLE:
SPECIAL EXCEPTION
VARIANCE CONCEPT
PLAN

IMI
CORPORATE
CAMPUS

SHEET NUMBER:
CONCEPT PLAN

PROJECT NUMBER:	23003IMI
DATE:	9/18/2025

**APPROVAL OF A SPECIAL EXCEPTION VARIANCE
FROM THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA**

TITLE

A Resolution granting approval of a Special Exception Variance based upon the allowances under the Unified Development Code of Oconee County, Georgia, pursuant to Article 13, Section 1303, to grant approval of a Special Exception Variance pursuant to an application requesting approval of a Special Exception Variance on property owned by Adam & Christie Rickabaugh submitted on October 13, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application requesting Special Exception Variance approval submitted by Patrick Perry on October 13, 2025, regarding a ±1.35-acre tract of land located at 4674 Whitlow Creek Dr, Oconee County, Georgia, (tax parcel no. A-07E-004A), the Board of Commissioners of Oconee County does hereby grant the following:

SECTION 1. A Resolution granting Special Exception Variance approval for the property described above and also described in the attached Exhibit “A” is hereby granted to reduce the required side yard setback from 15 feet to 8.8 feet.

Said Special Exception Variance is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Effective Date. This Resolution shall take effect this date.

Said Special Exception Variance application was submitted to the Oconee County Board of Commissioners and a Public Hearing was duly held by the same at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____

John Daniell, Chairman

ATTEST: _____

Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING SPECIAL EXCEPTION VARIANCE REQUEST

APPLICATION SUBMITTED BY: Patrick Perry

APPLICATION SUBMISSION DATE: October 13, 2025

RE: Request for a Special Exception Variance on a ±1.35-acre tract of land located at 4674 Whitlow Creek Dr in Oconee County, Georgia, (tax parcel no. A-07E-004A), to reduce the required side yard setback from 15 feet to 8.8 feet.

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for a Special Exception Variance.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

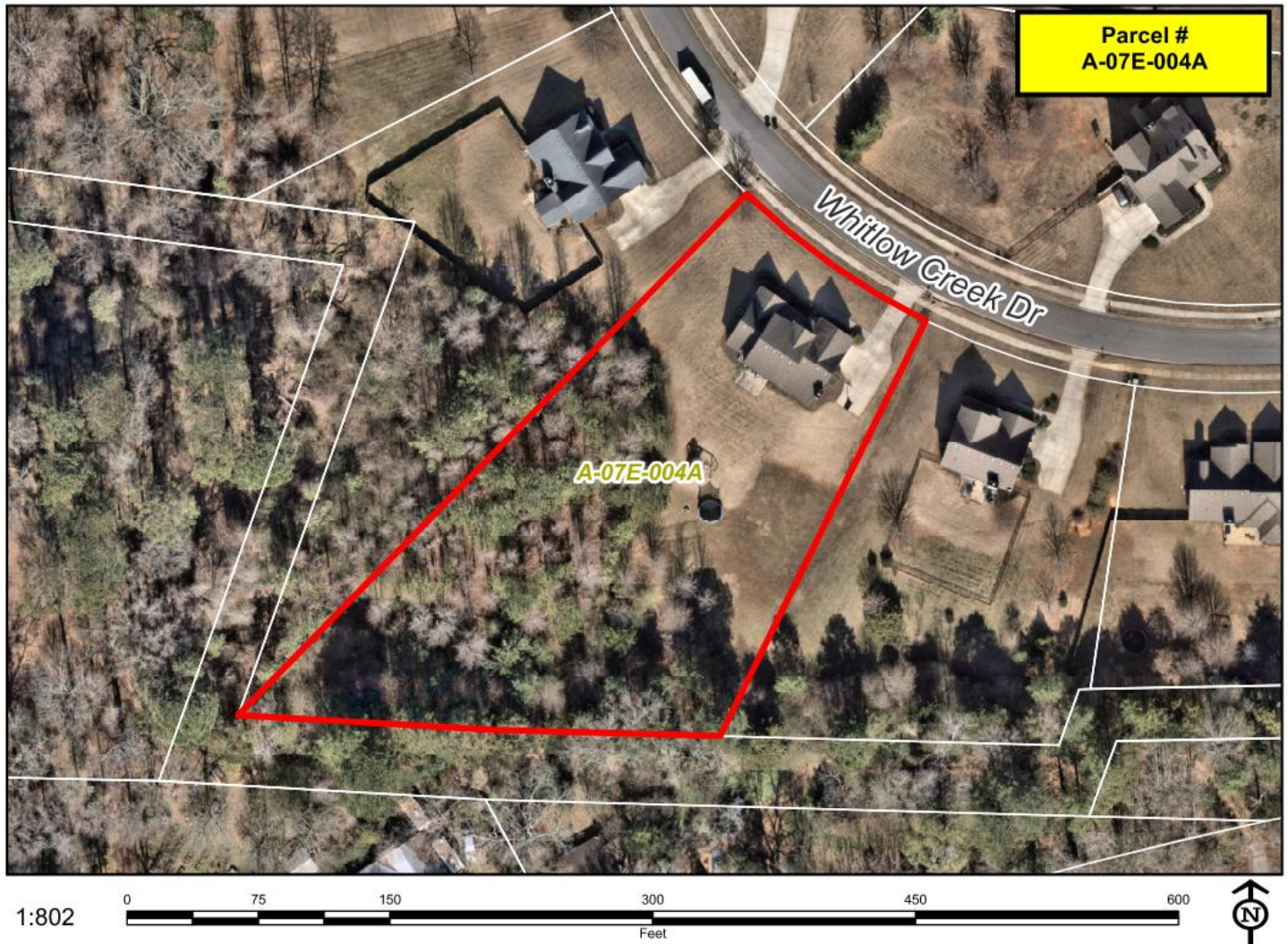
Amrey Harden, Member

Mark Saxon, Member

CONDITIONS

TAX MAP

VARIANCE # P25-0229 - ADAM & CHRISTIE RICKABAUGH



TYPED LEGAL DESCRIPTION

Legal Description for 4674 Whitlow Creek Drive

All that tract or parcel of land situate, lying and being in the 221st district, G.M., Oconee County, Georgia, being known and designated as Lot 4, Block A, Whitlow Creek Estates, and being more particularly shown on a survey entitled "Final Plat for Whitlow Creek Estates", dated August 2, 2006, by Clark Design Group, H. Lanier Dunn, Registered Land Surveyor, and recorded in Plat Book 36, Pages 318-333, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, and being more particularly described as follows, to wit:

Beginning at an iron pin found at the Point of Beginning on the southernly side of Whitlow Creek Drive right-of-way, said iron pin being the northern corner pin for Lot 3 and Lot 4, Block A of Whitlow Creek Estates running thence along the common line South 26 degrees 15 minutes 17 seconds West 264.32 feet to an iron pin; thence running North 88 degrees 29 minutes, 46 seconds West 129.35 feet to an iron pin; thence running North 86 degrees 46 minutes 00 seconds West 145.80 feet to an iron pin, thence running North 44 degrees 14 minutes 00 seconds East 415.30 feet to an iron pin at the Whitlow Creek Drive right-of-way; running thence along the right-of-way curve with said curve having a radius of 400-feet, an arc length of 125.51 feet, a chord bearing South 54 degrees 45 minutes 21 seconds East and a chord length of 125.00 feet to the beginning iron pin.

NARRATIVE

4674 Whitlow Creek Drive

SPECIAL EXCEPTION VARIANCE SUBMITTED 10/13/2025

REVISED 12/4/2025

INTRODUCTION

Variance requested: A Special Exception Variance from UDC Code Section 410.01c.(2) – *Accessory Building Setbacks* is requested to allow construction of an accessory structure greater than 144 square feet to encroach 8.8-feet within the side setback of the subject property.

Property Address: 4674 Whitlow Creek Drive Bishop, GA 30621

Parcel Info: Parcel A 07E 004A / 1.35 Acres

Existing / Proposed Zoning: AR

Existing / Proposed Use: Residential site improvements to include detached garage and house addition

VARIANCE REQUEST NARRATIVE

The subject AR-zoned property contains 1.35 acres and is the principal residence of the property owners, Adam & Christie Rickabaugh. The Rickabaugh's would like to add a small, detached garage on their property as allowed in the Unified Development Code (UDC) of Oconee County. This proposed improvement and location has been previously reviewed and approved by both the immediate neighbor, and the neighborhood Architectural Review Committee. However, the proposed location encroaches 8.8-feet within the side setback requires a Special Exception Variance approval by the Oconee County Board of Commissioners.

The detached garage is proposed within the side yard at the terminus of the existing driveway. Due to the location of the driveway, existing house and adjacent property line, this results in the garage encroaching up to 8.8-feet within the required 15-ft side setback. Based on the location of the existing septic tank, moving the garage outside of the setback would result in both an awkward driveway jog, and relocation of the existing septic tank and septic drain lines. The Oconee County Environmental Health Department has already reviewed and approved the proposed garage location. Since the existing septic system is functioning as designed, changes to the sewage disposal system are not preferred and a variance for the garage location is requested.

STANDARDS FOR SPECIAL EXCEPTION VARIANCE APPROVAL

Pursuant to Oconee County UDC Section 1303.3 a special exception variance may be granted upon finding that the relief, if granted:

- a. Would not cause substantial detriment to the public good; and

NARRATIVE

The proposed detached garage would not cause substantial detriment to the public good, as it is located adjacent to the existing driveway, maintains compatibility with the single-family residential character, and does not obstruct neighboring properties.

- b. Would not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity; and

The proposed garage would not be injurious to the use and enjoyment of the environment or other properties in the immediate vicinity. Providing space for an additional owner vehicle to park will free the driveway for visitor parking and eliminate potential for street parking.

- c. Would not diminish and impair property values within the surrounding neighborhood; and

Granting a variance for a detached garage will not diminish nor impair property values within the surrounding neighborhood. The new garage will increase the overall property value and associated property tax revenue for Oconee County.

- d. Would not impair the purpose and intent of this Development Code.

The UDC has a process to allow for appeals for addressing unusual and/or unique problems that arise from strict interpretation of the Development Code. Granting a variance for the proposed garage will not impair this intent outlined in the Development Code,

ADJACENT PROPERTIES

NORTH: AR Zone- Existing single-family home

WEST: AR Zone- Existing single-family home

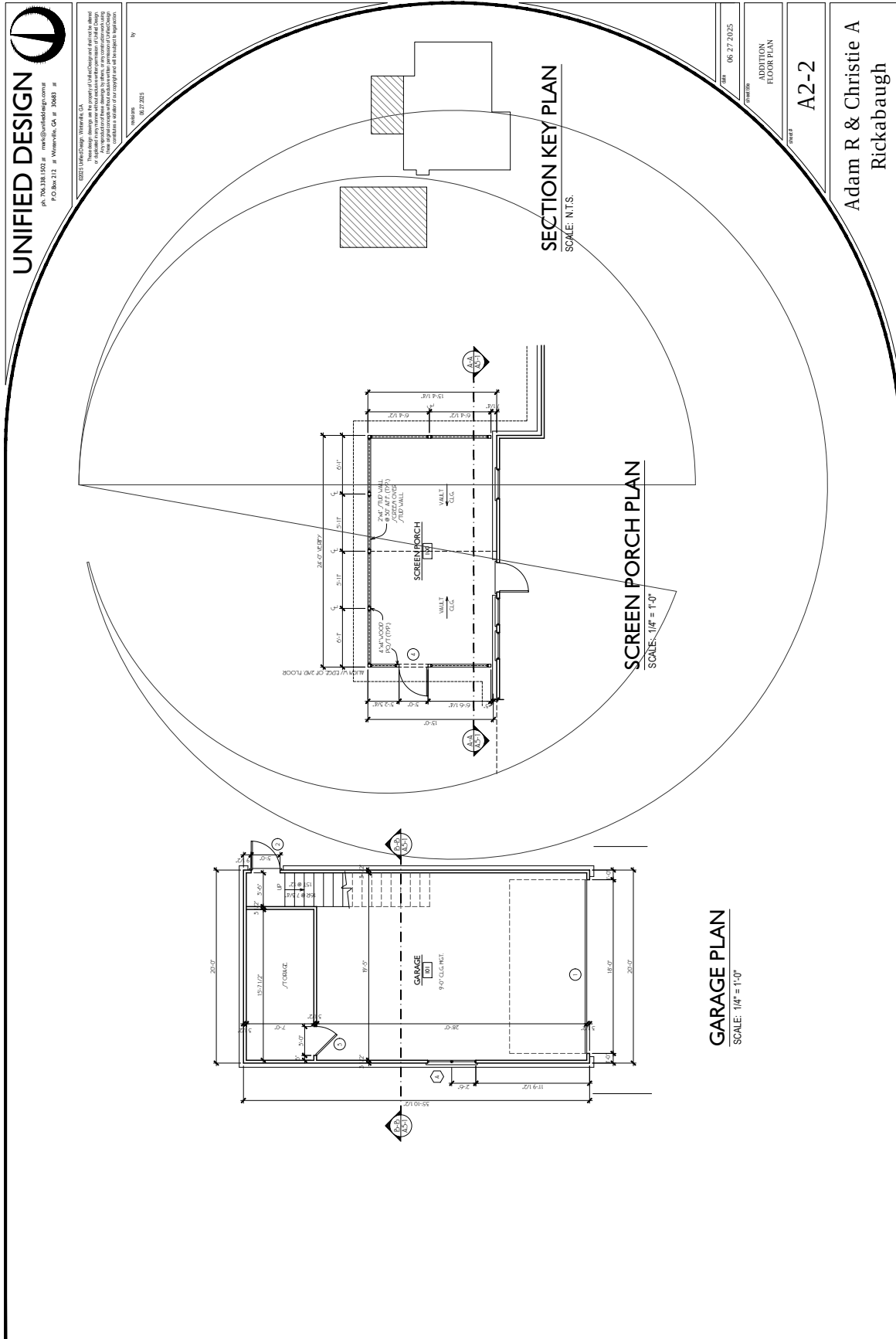
SOUTH: AR Zone- Undeveloped HOA open space

EAST: AR Zone- Existing single-family home

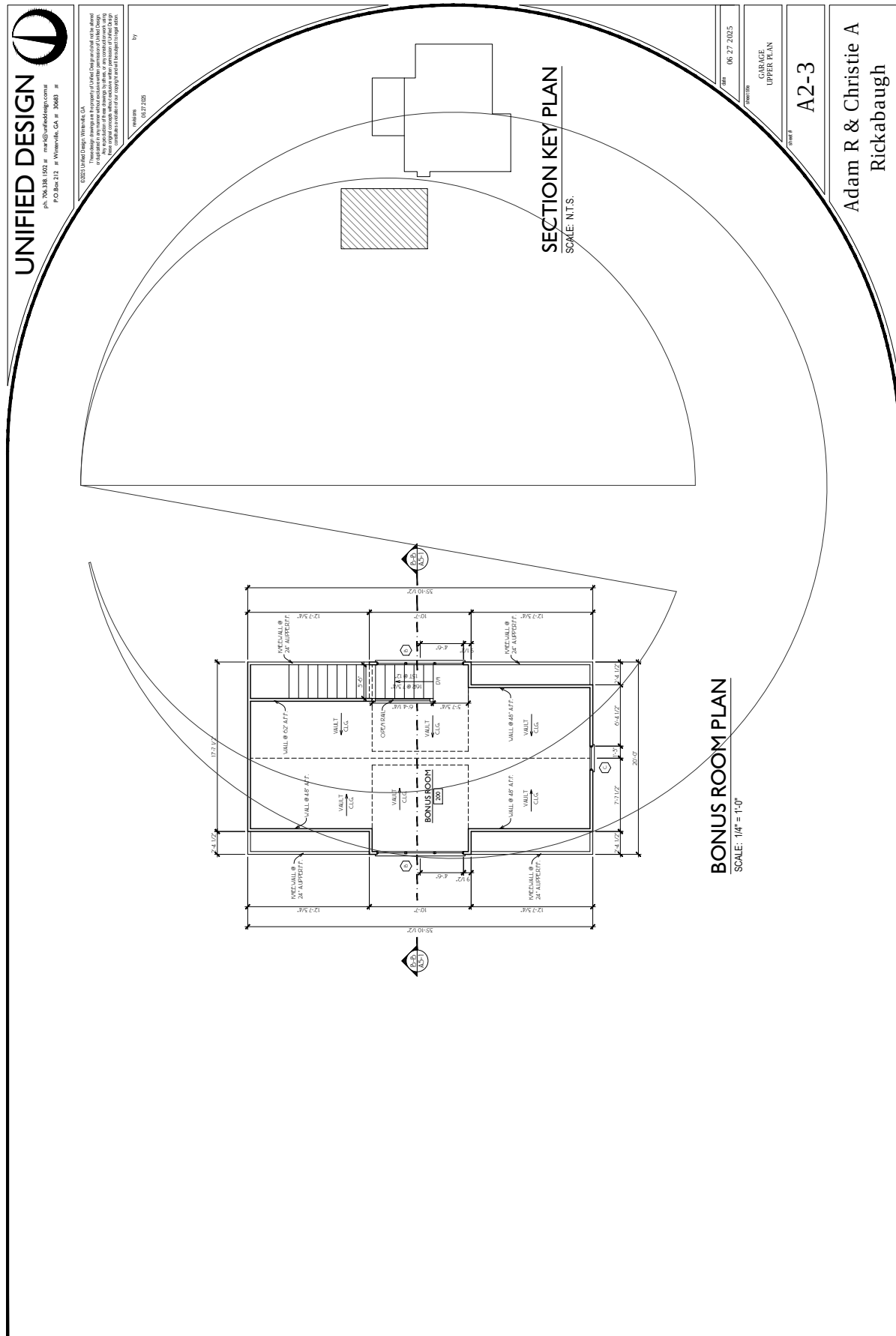
CONCLUSION

In conclusion, the proposed location for the detached garage represents best location on the property for the building. While the location results in a minor encroachment into the required setback, approving the variance for the garage will not cause any detriment to the public good, and will not be injurious to the environment or neighboring properties. As all requirements for approval of a variance are met, granting this special exception variance is in accordance with the purpose and intent of the Oconee County UDC.

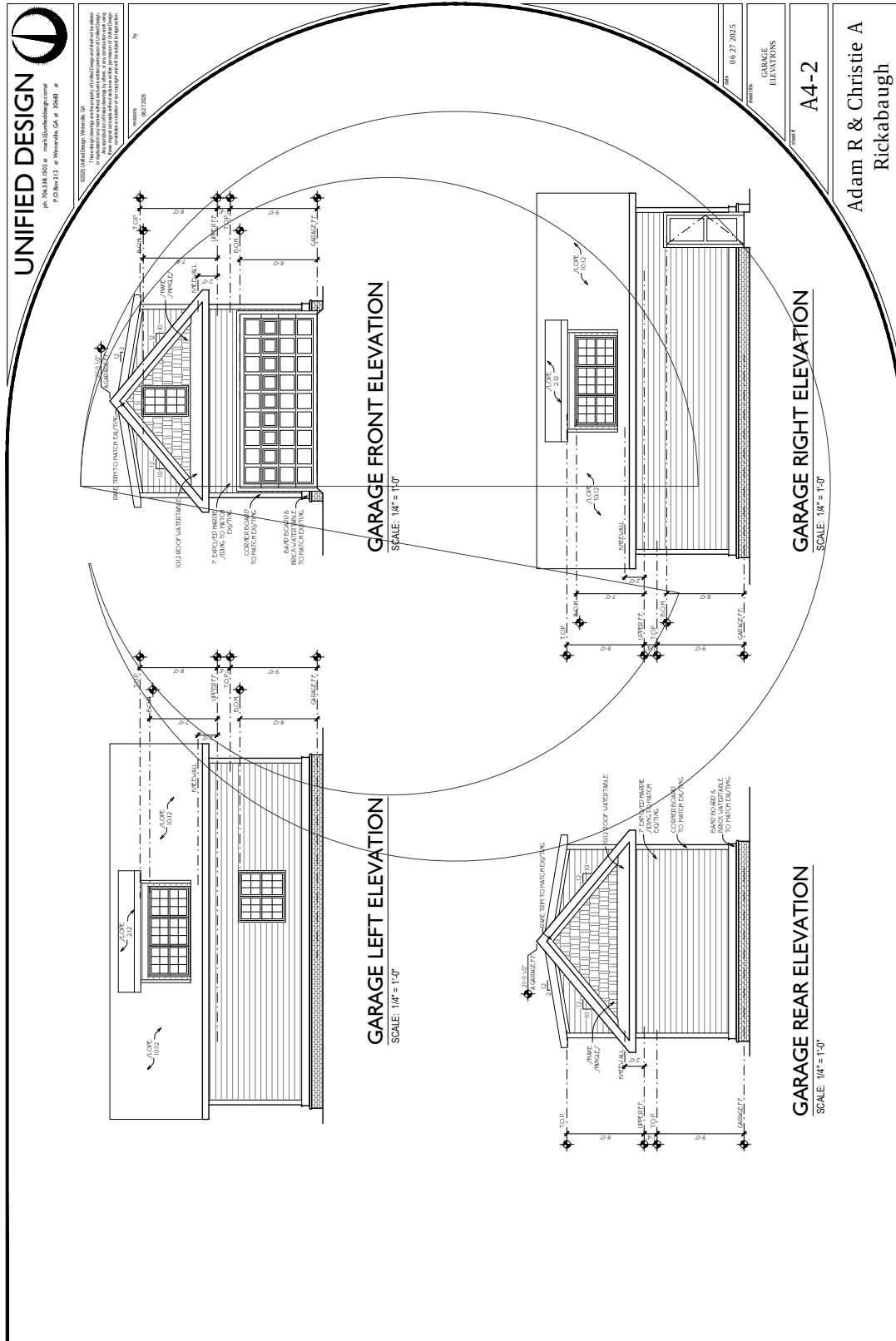
ARCHITECTURAL SKETCHES



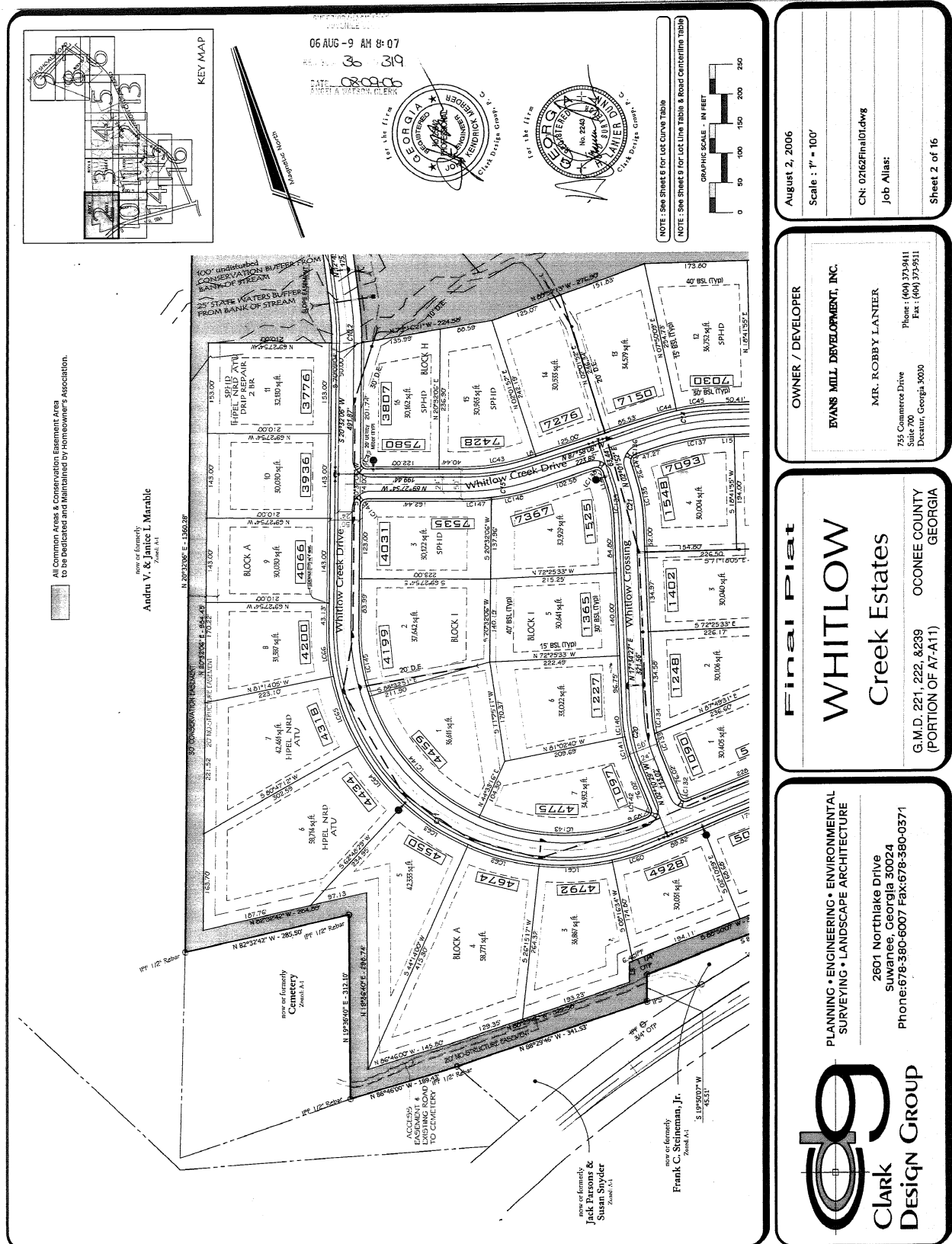
ARCHITECTURAL SKETCHES



ARCHITECTURAL SKETCHES



PLAT



PROJECT DATA

PROPERTY OWNER:
RICKABAUGH ADAM R & CHRISTIE A
4674 WHITLOW CREEK DR
BISHOP, GA 30621

DEVELOPER:
RICKABAUGH ADAM R & CHRISTIE A
4674 WHITLOW CREEK DR
BISHOP, GA 30621

SITE LOCATION / PARCEL DATA:
4674 WHITLOW CREEK DR
BISHOP, GA 30621
PARCEL A 07E 004A
1.349 ACRES

SURVEY DATA:
BOUNDARY AND EXISTING SITE DATE SHOWN PER A
FIELD SURVEY BY SPS SURVEYORS. TOPOGRAPHY
PER OCONEE COUNTY GIS LIDAR DATA.

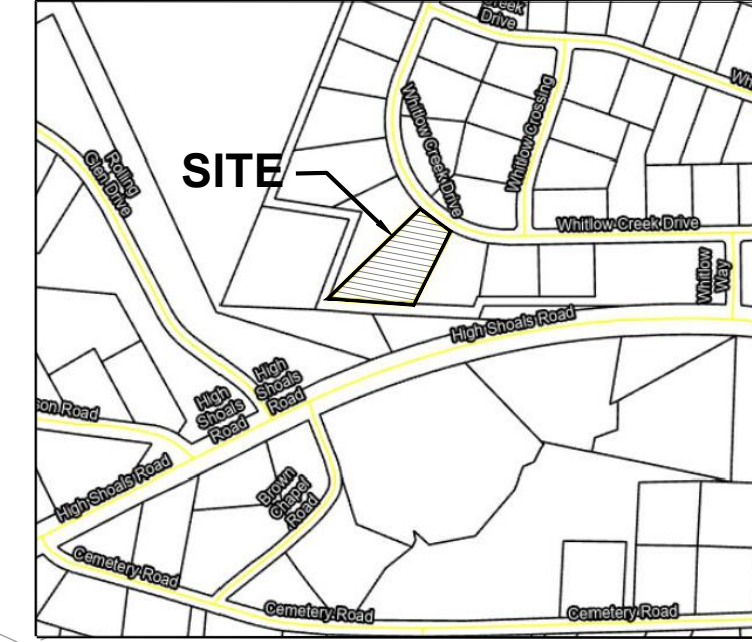
ENVIRONMENTAL AREAS:
THERE ARE NO STATE WATERS ON OR WITHIN 200-FT
THE SUBJECT PROPERTY.

ZONING:
AR

UTILITIES:
WATER: OCONEE COUNTY
SEWAGE: ONSITE SEPTIC

EXISTING USE:
RESIDENTIAL

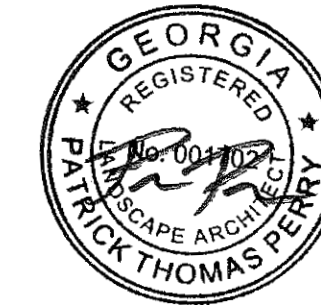
PROPOSED USE:
RESIDENTIAL SITE IMPROVEMENTS TO INCLUDE
DETACHED GARAGE AND HOUSE ADDITION



VICINITY MAP
SCALE: N.T.S.

PERRY PLANNING
PERRYPLAN.COM 706.850.7971
1720 LEXINGTON ROAD • SUITE PP • ATLANTA, GEORGIA • 30605

SEAL



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REPRODUCED OR USED WITHOUT WRITTEN
APPROVAL FROM PERRY PLANNING.

WHITLOW CREEK ESTATES
LOT 4A
4674 WHITLOW CREEK DRIVE
BISHOP, GA 30621

SUBMISSION / REVISION

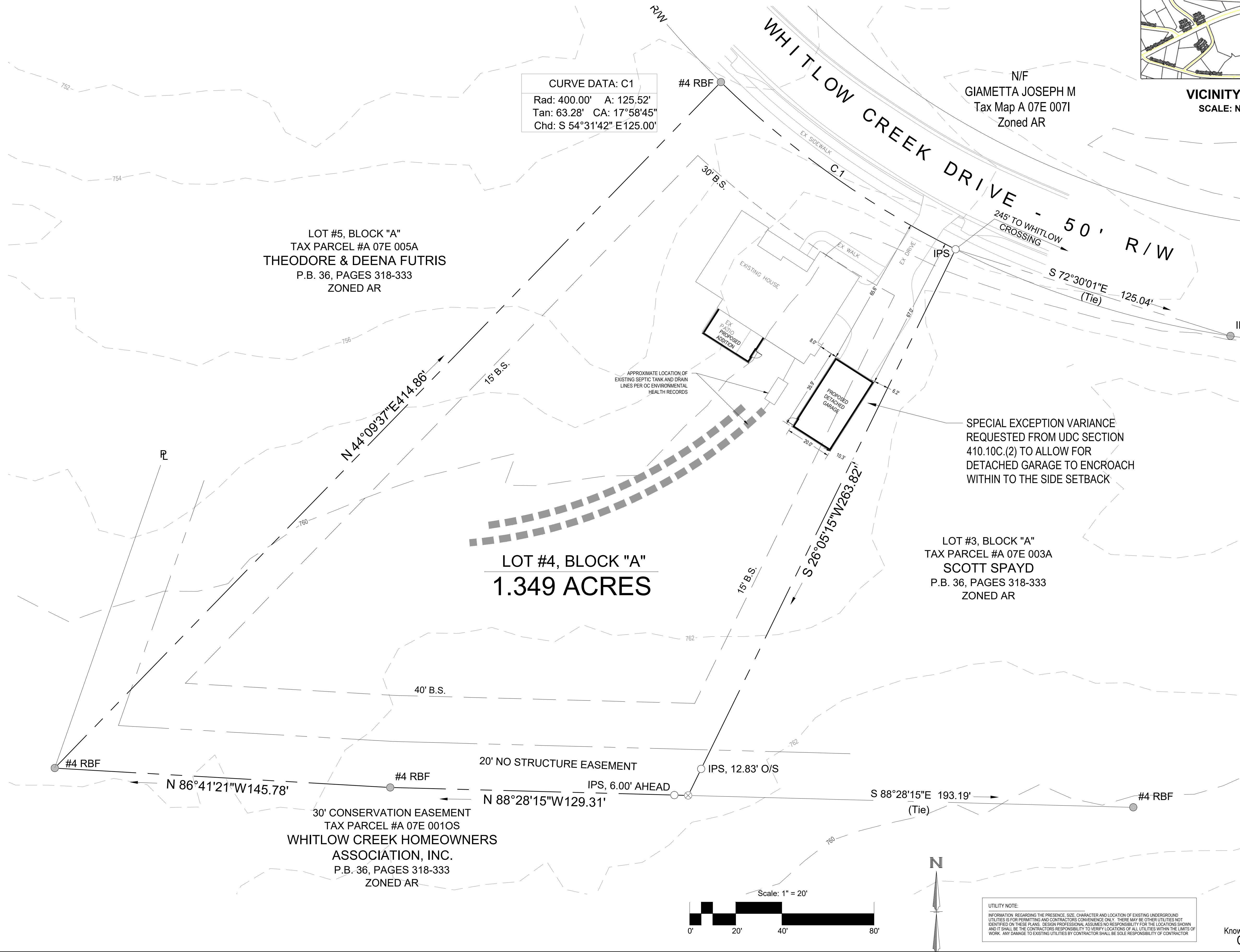
#	DATE	DESCRIPTION
1	10/13/25	OC SUBMISSION

ISSUE DATE
10/13/2025

PROJECT NUMBER
#25-0917

SHEET TITLE
**SPECIAL
EXCEPTION
VARIANCE
CONCEPT PLAN**

SHEET NUMBER
C-100



**AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA
AND THE ZONING MAPS OF OCONEE COUNTY, GEORGIA
TITLE**

An Ordinance amending the Unified Development Code of Oconee County, Georgia, and the Zoning Maps of Oconee County, Georgia, pursuant to Article 12, Division I et seq., to rezone from zoning classification AG (Agricultural District) & AR-3 (Agricultural Residential Three Acre District), to zoning classification B-1 (General Business District) & AR-3 (Agricultural Residential Three Acre District) pursuant to an application for rezoning of property owned by KBB, LLC, Robert G. Bishop, William T. Bishop, and Oconee Shepard Properties, LLC submitted on October 13, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application for zoning change submitted by Pittman & Greer Engineering on October 13, 2025, requesting a rezone of a ±17.82-acre tract of land located at Experiment Station Rd in, Oconee County, Georgia, (tax parcel no. B-06-022F, B-06-022FA, B-06-022FB, & B-06-022FC), the Board of Commissioners of Oconee County does hereby ordain and enact to law the following:

SECTION 1. An Ordinance known as the “Unified Development Code of Oconee County, Georgia” as enacted and amended by the Board of Commissioners of Oconee County and the Zoning Maps described therein are hereby amended as follows:

The zoning change in conditions for the property described on the attached “Exhibit A” is hereby changed for the purpose as set forth in “Exhibit A” attached hereto.

Said rezone is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Repeal of Conflicting Resolutions or Ordinances. All Resolutions or Ordinances and parts or sections of Resolutions or Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall take effect this date.

Said Zoning Petition was submitted to the Oconee County Planning Commission and a Public Hearing was duly held by the same on December 8, 2025, and a Public Hearing was held by the Oconee County Board of Commissioners at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING REZONE REQUEST

APPLICATION SUBMITTED BY: Pittman & Greer Engineering

APPLICATION SUBMISSION DATE: October 13, 2025

RE: Request to rezone from zoning classification AG (Agricultural District) & AR-3 (Agricultural Residential Three Acre District). to zoning classification B-1 (General Business District) & AR-3 (Agricultural Residential Three Acre District) of a ±17.82-acre tract of land located at Experiment Station Rd in, Oconee County, Georgia, (tax parcel no. B-06-022F, B-06-022FA, B-06-022FB, & B-06-022FC) zoned AG (Agricultural District) & AR-3 (Agricultural Residential Three Acre District).

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for rezoning.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

EXHIBIT “A” TO REZONE NO P25-0230

Page 1 of 24

CONDITIONS

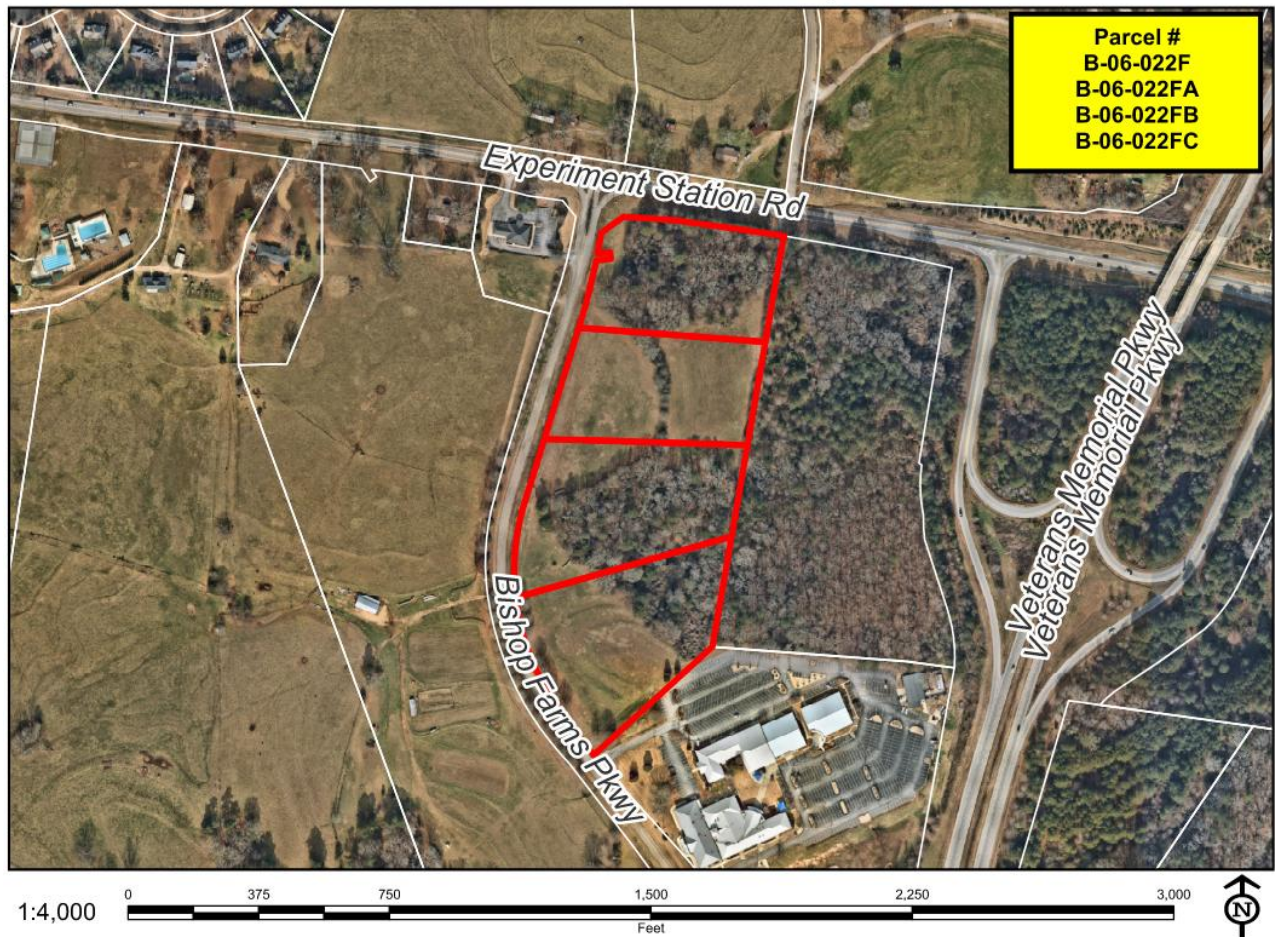
1. Development design and structures shall meet or exceed the standards indicated on the concept plan, narrative, representative architectural sketches, and other documents submitted with the zoning application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Unified Development Code.
2. The owner at their own expense shall construct the improvements required by the County for public water and public waste services for the subject property and shall convey the same to the County, free of all liens. Said improvements shall include all on-site improvements and such off-site improvements as are required by the County to provide service to subject property.
3. At its expense, Owner shall make all right of way improvements and shall dedicate all rights of way which are required by the County after the County’s review of Owner's development plans pursuant to the County’s ordinances and regulations. All such improvements shall be shown on the preliminary site plan and site development plans for the project and no development permit shall be issued until Owner has agreed to such improvements and dedication.
4. At the owner’s expense, road improvements shall be made to ensure the impacted intersections shall meet the requirements of the UDC to ensure all impacted intersections meet a Level of Service C.
5. Service areas and dumpsters shall be visually screened from public view by a six-foot masonry wall with façade materials matching the exterior of the principal structure with black painted metal/steel enclosure doors. Enclosure doors made of wood or chain link are prohibited.
6. The proposed drive-through shall have a stacking lane according to the Institute of Transportation Engineers (ITE) standards to be approved by the Director of Planning and Code Enforcement and the Director of Public Works as part of the Site Development Plan. No parking space shall be allowed that crosses the stacking lane.

EXHIBIT "A" TO REZONE NO P25-0230

Page 2 of 24

TAX MAP

Rezone # P25-0230 - KBB, LLC



LEGAL DESCRIPTION



TRACT 1 LEGAL DESCRIPTION

All that tract, or parcel of land, together with all improvements thereon, containing 4.82 acres, more or less, lying and being in the 221ST District, G.M., Oconee County, Georgia, and being more particularly described as follows:

BEGINNING at a GPS monument with coordinates of a Northing of 1408739.58 and an Easting of 2521444.00 using the NAD 83 GSPCS western zone coordinate system; THENCE continuing North 09 degrees 52 minutes 32 seconds East 23.57 feet, THENCE along a curve turning to the left having a radius of 11,405.16 feet, an arc length of 128.81 feet and being subtended by a chord having a bearing of North 81 degrees 44 minutes 07 seconds West for a distance of 128.81 feet to a point, THENCE North 82 degrees 03 minutes 13 seconds West 184.75 feet to a point, THENCE North 82 degrees 52 minutes 04 seconds West 150.33 feet to a point, THENCE South 53 degrees 50 minutes 48 seconds West 78.72 feet to a point, THENCE South 09 degrees 44 minutes 48 seconds West 21.53 feet to a point, THENCE along a curve turning to the left having a radius of 1949.86 feet, an arc length of 39.28 feet and being subtended by a chord having a bearing of South 10 degrees 19 minutes 15 seconds West for a distance of 39.28 feet to a point, THENCE North 84 degrees 11 minutes 55 seconds East 36.47 feet to a point, THENCE South 05 degrees 04 minutes 13 seconds East 18.38 feet to a point, THENCE South 82 degrees 39 minutes 09 seconds West 42.23 feet to a point, THENCE along a curve turning to the right having a radius of 1949.86 feet, an arc length of 198.62 feet and being subtended by a chord having a bearing of South 14 degrees 23 minutes 13 seconds West for a distance of 198.40 feet to a point, THENCE South 17 degrees 15 minutes 33 seconds West 82.47 feet to a point, THENCE South 85 degrees 41 minutes 19 seconds East 547.17 feet to a point, THENCE North 09 degrees 52 minutes 32 seconds East 80.76 feet to an iron pin, THENCE North 09 degrees 52 minutes 32 seconds East 284.95 feet to a point BEING THE TRUE POINT OF BEGINNING.

Said tract being the same as Lot 1 on a Market Station Neighborhood Grocery Composite Plat by Pittman & Greer Engineering, P.C. dated October 13, 2025.

LEGAL DESCRIPTION



TRACT 2-4 LEGAL DESCRIPTION

All that tract, or parcel of land, together with all improvements thereon, containing 13.00 acres, more or less, lying and being in the 221ST District, G.M., Oconee County, Georgia, and being more particularly described as follows:

BEGINNING at a GPS monument with coordinates of a Northing of 1408739.58 and an Easting of 2521444.00 using the NAD 83 GASPCS western zone coordinate system; THENCE continuing North 09 degrees 52 minutes 32 seconds East 23.57 feet, THENCE along a curve turning to the left having a radius of 11,405.16 feet, an arc length of 128.81 feet and being subtended by a chord having a bearing of North 81 degrees 44 minutes 07 seconds West for a distance of 128.81 feet to a point, THENCE North 82 degrees 03 minutes 13 seconds West 184.75 feet to a point, THENCE North 82 degrees 52 minutes 04 seconds West 150.33 feet to a point, THENCE South 53 degrees 50 minutes 48 seconds West 78.72 feet to a point, THENCE South 09 degrees 44 minutes 48 seconds West 21.53 feet to a point, THENCE along a curve turning to the left having a radius of 1949.86 feet, an arc length of 39.28 feet and being subtended by a chord having a bearing of South 10 degrees 19 minutes 15 seconds West for a distance of 39.28 feet to a point, THENCE North 84 degrees 11 minutes 55 seconds East 36.47 feet to a point, THENCE South 05 degrees 04 minutes 13 seconds East 18.38 feet to a point, THENCE South 82 degrees 39 minutes 09 seconds West 42.23 feet to a point, THENCE along a curve turning to the right having a radius of 1949.86 feet, an arc length of 198.62 feet and being subtended by a chord having a bearing of South 14 degrees 23 minutes 13 seconds West for a distance of 198.40 feet to a point, THENCE South 17 degrees 15 minutes 33 seconds West 82.47 feet to a point BEING THE TRUE POINT OF BEGINNING, THENCE South 17 degrees 15 minutes 33 seconds West 251.51 feet to a point, THENCE South 17 degrees 15 minutes 33 seconds West 76.81 feet to a point, THENCE South 17 degrees 15 minutes 33 seconds West 130.21 feet to a point to a point, THENCE along a curve turning to the left having a radius of 671.93 feet, an arc length of 294.03 feet and being subtended by a chord having a bearing of South 03 degrees 10 minutes 46 seconds West for a distance of 291.69 feet to a point, THENCE along a curve turning to the left having a radius of 671.93 feet, an arc length of 295.14 feet and being subtended by a chord having a bearing of South 21 degrees 56 minutes 25 seconds East for a distance of 292.77 feet to a point, THENCE South 36 degrees 44 minutes 33 seconds East 182.53 feet to a point, THENCE North 47 degrees 37 minutes 57 seconds East 461.36 feet to an iron pin found, THENCE North 09 degrees 52 minutes 32 seconds East 284.27 feet to a point, THENCE North 09 degrees 52 minutes 32 seconds East 227.25, THENCE North 09 degrees 52 minutes 32 seconds East 74.78 feet to an iron pin set, THENCE North 09 degrees 52 minutes 32 seconds East 220.58 feet to an iron pin set, THENCE North 85 degrees 41 minutes 19 seconds West 547.17 feet to a point BEING THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION



Said tracts being the same as Lot 2, Lot 3 & Lot 4 on a Market Station Neighborhood Grocery Composite Plat by Pittman & Greer Engineering, P.C. dated October 13, 2025.

EXHIBIT “A” TO REZONE NO P25-0230

Page 6 of 24

NARRATIVE

MARKET STATION NEIGHBORHOOD GROCERY

REZONE SUBMITTED 10/13/2025 revised 11/12/2025

GENERAL DATA

Property Address: 0 Experiment Station Road

Parcels: B 06 022F, B 06 022FA, B 06 022FB, B 06 022FC

Owner: KBB, LLC, William T Bishop, Shepard Oconee Properties LLC, Robert G Bishop (in order of parcel list)

Existing Zoning: AR3, AR3, AG, AG (in order of parcel list)

Proposed Zoning: Lot 1 - B1, Lot 2 - AR3, Lot 3 - AR3, Lot 4 - AR3

Existing Use: Undeveloped

Proposed Use: neighborhood grocery store with fuel and homestyle restaurant and 3 AR3 single family lots

Property Area: 17.82 acres

ADJACENT LAND USES AND ZONING

North – Experiment Station Road with AG (residential use) across roadway

West – Bishop Farms Parkway with B1 (First American Bank) and AG (undeveloped) property across roadway (owned by same family as subject property)

South – AG (University of North Georgia College)

East –AG (Board of Regents property)

OWNERSHIP TYPE

The development will be privately owned by a local group of Oconee County residents with a neighborhood grocery store along Experiment Station Road and 3 AR3 zoned residential lots that could one day be rezoned for commercial use as demand justifies.

REZONE REQUEST NARRATIVE

The property is 17.82 acres and is currently zoned AR3 (2 lots) and AG (2 lots) and undeveloped. The property owners are a mixture of the Bishop family as listed above. The owners have a local developer seeking to develop a neighborhood grocery store with fueling and a family style restaurant along the frontage of Experiment Station Road with access from Bishop Farms Parkway and Experiment Station Road (right in/right out only). The restaurant would be a sit down, family style restaurant that would close by 10 pm. There will be a drive thru that would be mostly used for coffee and some food items or pick ups but not be a typical fast food style restaurant. The request is to rezone the front portion of the property to B1 to accommodate this use. To accommodate the size needed for this use and to allow for family lot size equality, the AG zoned lots in the rear are being requested to be rezoned to AR3 so that they can be smaller than their existing 5 acres. This would allow for the multiple family members to all give a small portion of their lots to the grocery project. This would make those lots be a minimum of 3 acres with the proposal being 4.5 acres each. The proposed grocery store would be a maximum of 19,500 sf with up to a 4,000 sf family style restaurant inside the store. This would allow for a maximum sf of 23,500 sf inside the building. There is proposed an outdoor pavilion of up to 5,000 sf which would be a covered pavilion that could be used for outdoor eating, farmers market use, etc. This would not be an ongoing use associated with the store or part of daily operations and would not be part of the 23,500 sf allowed for the main building.

NARRATIVE

ACCESS

Access will be from a full access entrance on Bishop Farms Parkway as well a right in / right out entrance from Experiment Station Road. The single family lots would access Bishop Farms Parkway.

TRAFFIC IMPACT

A traffic impact analysis has been completed and submitted along with the rezone package for this. The proposed ADT for the development is 3,581 daily trips. The peak AM hour trips is 174 trips. The peak PM hour trips is 276 trips.

WATER SUPPLY

Water will be provided by Oconee County Water Resources. An 8” watermain exists in the right-of-way of Bishop Farms Parkway. A capacity letter has been obtained from Oconee County Water Resources and is provided with this request. Estimated water usage is 4,710 gpd.

SEWAGE DISPOSAL

Sewage disposal will be provided by Oconee County Water Resources. A sewer main exists in the right of way and easement along Bishop Farms Parkway. A capacity letter has been obtained from Oconee County Water Resources and is provided with this request. The single family lots will be on private septic systems. Estimated public sewer usage is 3,900 gpd.

GARBAGE COLLECTION

Garbage collection will be handled by private contractor via dumpsters. Dumpsters will be shielded from view per the Oconee County UDC requirements.

UTILITIES

Electricity will be provided by Georgia Power and and Data will be provided by ATT or Spectrum. If gas is desired, it will be provided by Southern Gas.

STORMWATER MANAGEMENT AND DRAINAGE

There will be a Stormwater Management Facility constructed onsite to manage the stormwater runoff from the development to meet Oconee County stormwater ordinance. To convey stormwater to the pond, curb and gutter along with RCP, CMP, or HDPE stormpipe will carry stormwater to the ponds. The stormwater management facility will most likely be an underground facility.

IMPACT TO SCHOOL SYSTEM

There will be a positive impact to the school system from this development as it will generate tax dollars from taxes without adding to the number of children in the school system.

PROJECT SCHEDULE

Once zoning is approved in approximately January 2026 then site development plans will be created and permitted to begin construction in mid 2026. The project will be built in one phase for the store with the single family lots being available as demand dictates.

NARRATIVE

BUFFERS

Buffers are shown along the adjacent property lines to the south and east of the grocery lot, as required by OC-UDC Section 806. Please see the Rezone Concept Plan for specific buffer locations and widths. The buffers will be designed with details provided during the site development plans approval stage of the project. All other buffers and screening, per OC-UDC requirements, will be met during site development. There is a companion variance submitted with this rezone to reduce the required buffer from 50' to 25'. The buffer along the south of the store lot fronts the other lots that are part of this rezone and the buffer along the east fronts Board of Regents property which would likely never be residential or agricultural use. It would likely be an expansion of the existing college.

MARS HILL OVERLAY DISTRICT

The project will be within the Mars Hill Overlay District in the Mixed Use Development Land Use Category. The overlay has specific design guidelines which must be followed above and beyond UDC requirements. There is a companion variance request associated with the roof requirements of the overlay district.

SIGNAGE

The project will have signage that will meet the Oconee County UDC and be permitted through the sign permit process.

BUILDINGS

The building will be a 2-story building with an exterior of mostly brick with accents of board and batten fiber cement and less than 20% of stucco/eifs. There will be plentiful inset glass windows with black framing. Building frontage will have black columns with brick bases. There will be some outdoor plaza seating upstairs for the restaurant which will be visible from the front of the building along with exterior egress stairs exiting this area. Seating will also be available on the lower level at entries for customers purchasing food from the grocery food options. The roof line will be flat with TPO roofing with some accented vertical towers having pitched standing seam roofing. Signage will be on the building walls that meets Oconee sign code.

The proposed pavilion will be a maximum of 5,000 sf and could be used for farmers market, outdoor events, etc. This will not part of the daily operation of the store. There could potentially be restrooms constructed in this pavilion if desired by the owner.

The gas canopy will have a look similar to the building style with brick or stone column bases.

RESTAURANT

The restaurant within the building will be a sit-down, family style restaurant which will be closed by 10 pm. There will be a drive-thru window that would be used for breakfast and lunch sales or pickup but not be what would be considered a typical fast food drive-thru window. This will not be a fast food restaurant.

ESTIMATED VALUE OF PROJECT

The complete buildout of the project is estimated to be \$25 Million.

COMPANION VARIANCE REQUESTS

NARRATIVE

There are two companion variance requests submitted along with this rezone request. These requests are for a reduction in incompatible use buffer along the rear of the grocery store lot and to allow for a different type and material of roofing from what is required in the Mars Hill Overlay District.

REPRESENTATIVE ARCHITECTURE



NARRATIVE



NARRATIVE



NARRATIVE



NARRATIVE



NARRATIVE



NARRATIVE

REPRESENTATIVE ARCHITECTURE



NARRATIVE



NARRATIVE



NARRATIVE



NARRATIVE

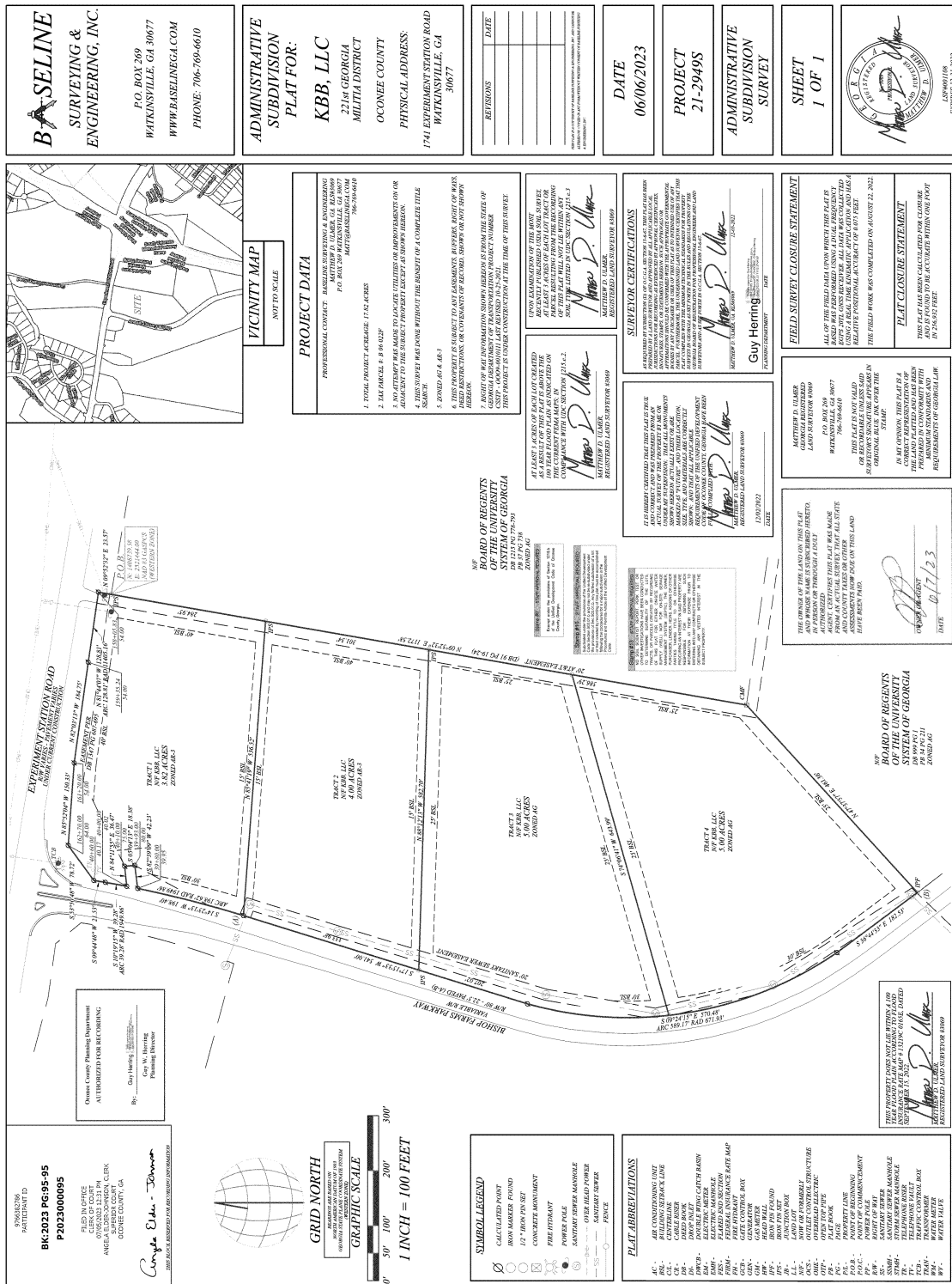


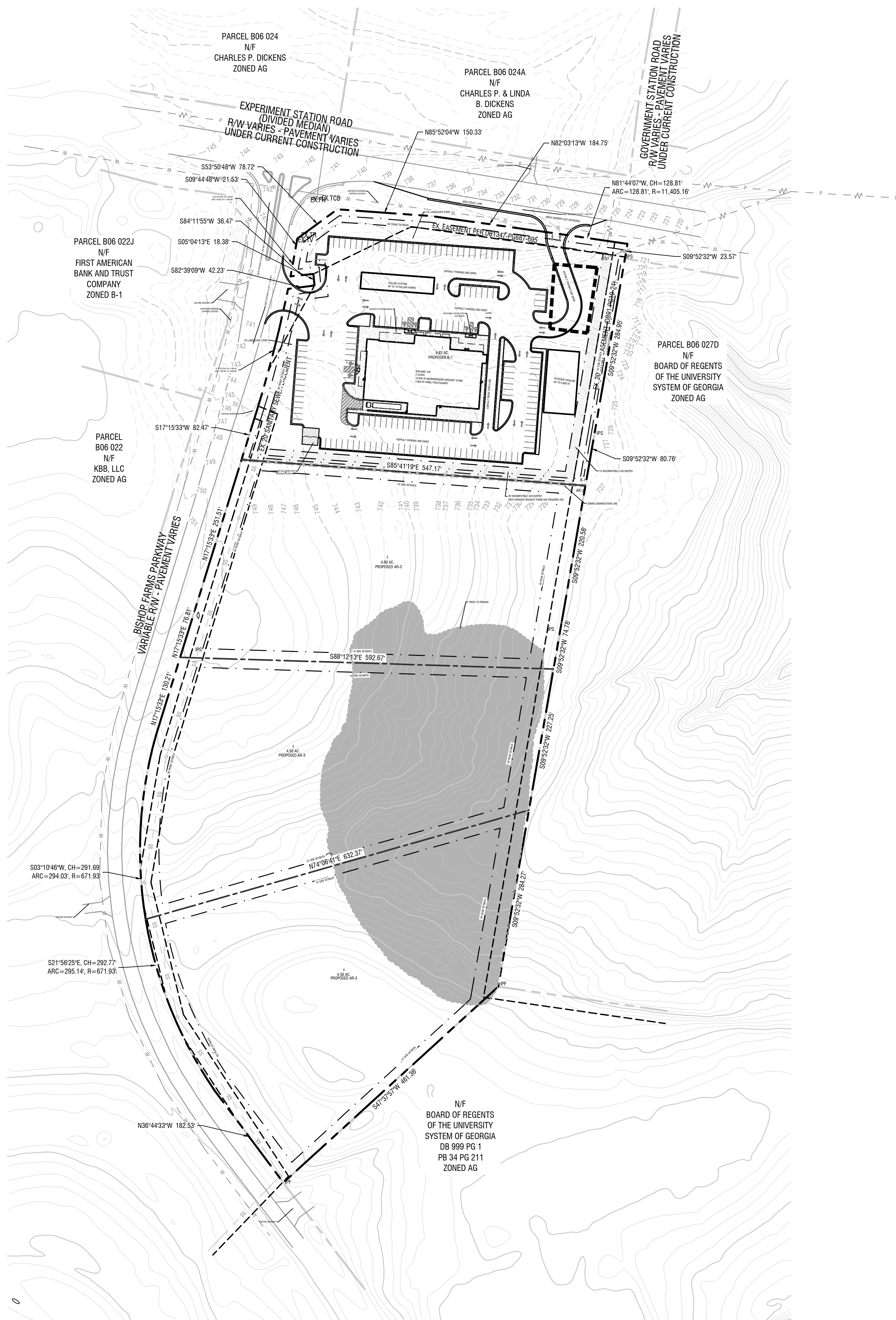
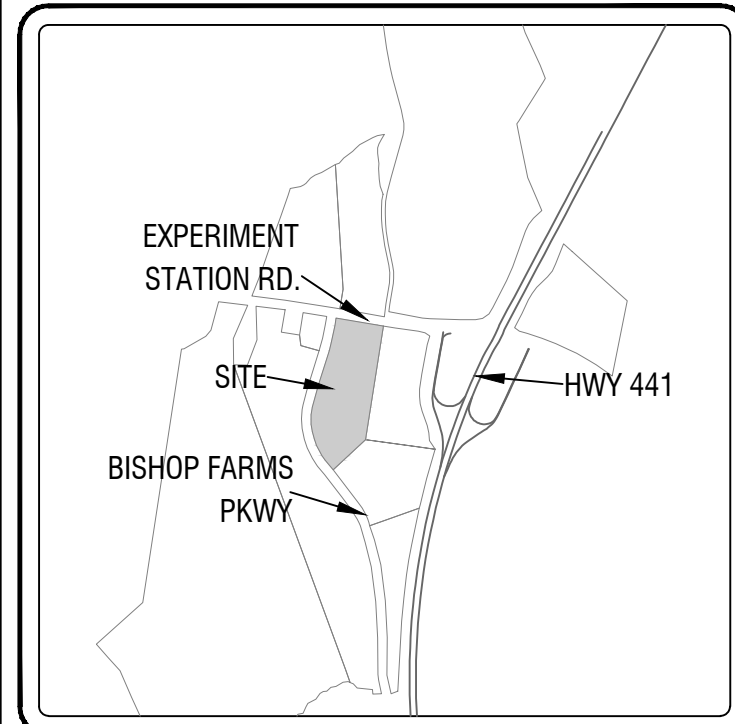
NARRATIVE



Page 21 of 24

PLAT



**VICINITY MAP - 1"=2000'**

PROJECT DATA

PROPERTY OWNER:
KBB, LLC C/O ROBERT BISHOP (PARCEL B 06 022F)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677

WILLIAM T BISHOP (PARCEL B 06 022FA)
1051 LOCH LOMOND CIRCLE
WATKINSVILLE GA 30677

SHEPARD O'CONNOR PROPERTIES, LLC (PARCEL B 06 022FB)
1111 LIMERICK DRIVE
WATKINSVILLE GA 30677

ROBERT G BISHOP (PARCEL B 06 002FC)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677

DEVELOPER: OONEE MADE, LLC
ATTN: CISSY WATSON

AUTHORIZED AGENT: PITTMAN & GREER ENGINEERING P.C.
1050 BARBER CREEK DRIVE, BLDG. 4
WATKINSVILLE, GEORGIA 30677
706.419.9244

PHYSICAL ADDRESS: 0 EXPERIMENT STATION ROAD

TAX PARCEL: B 06 022F, B 06 022FA, B 06 022FB, B 06 022FC

TOTAL PROJECT ACREAGE: 17.82 ACRES

BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A BASELINE SURVEYING AND ENGINEERING INC. ADMINISTRATIVE SUBDIVISION PLAT FOR KBB, LLC, DATED 06.06.2023.

EXISTING ZONING: AR3 AND AR

PROPOSED ZONING: B1 AND AR3

EXISTING USE: UNDEVELOPED

PROPOSED USE: NEIGHBORHOOD GROCERY STORE WITH HOMESTYLE RESTAURANT WITH DRIVE THRU AND FUELING AND SINGLE FAMILY LOTS

FLOOD PLAIN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13219C0135E, WITH AN EFFECTIVE DATE OF 01.15.2022, FOR COMMUNITY PANEL NUMBER 130453, (OCONEE COUNTY), GEORGIA.

THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE

THERE ARE NO WETLANDS DELINEATED ON SITE.

B1 ZONING REGULATIONS

MINIMUM LOT AREA (WITH SEWER): 10,000 SF.
MINIMUM LOT AREA (WITHOUT SEWER): 1.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: NA
MINIMUM AREA LYING ABOVE FLOODPLAIN: NA
MINIMUM FRONT YARD: 20' MAJOR THOROUGHFARE / 20' - MINOR STREET
MINIMUM SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM LOT COVERAGE: 70%

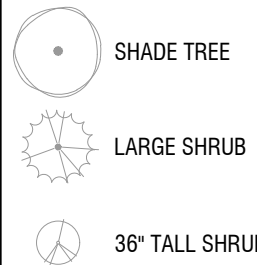
AR-3 ZONING REGULATIONS

MINIMUM LOT AREA: 3.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: 24,892 SF.
MINIMUM AREA LYING ABOVE FLOODPLAIN (WITH SEWER): 17,000 SF.
MINIMUM AREA LYING ABOVE FLOODPLAIN (WITHOUT SEWER): 51,000 SF.
MINIMUM FRONT YARD: 40' MAJOR THOROUGHFARE / 30' - MINOR STREET
MINIMUM SIDE YARD: 15'
MINIMUM REAR YARD: 40'
MAXIMUM BUILDING HEIGHT: 40'
MAXIMUM LOT COVERAGE: 60%
MINIMUM FLOOR AREA: 1,600 SF. (SINGLE STORY) / 1,850 (TWO-STORY)

SITE DRAINAGE

CONCRETE CURB AND GUTTER AND COUNTY APPROVED PIPE WILL BE EMPLOYED TO COLLECT AND DIVERT SURFACE WATER TO THE PROPOSED STORM WATER MANAGEMENT FACILITY.

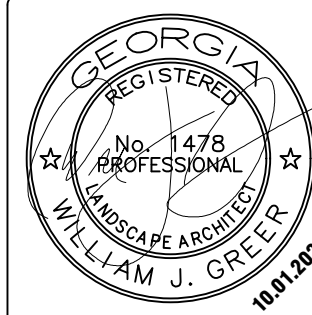
PLANT LEGEND

**LANDSCAPING NOTE**

FOR CLARITY, LIMITED LANDSCAPING IS SHOWN ON THIS PLAN. LANDSCAPING, BUFFERING, PARKING LOT PLANTINGS, AND OTHER COUNTY REGULATED PLANTINGS WILL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE REGULATIONS SET FORTH IN THE OCOREE COUNTY UDC AT THE TIME OF SITE DEVELOPMENT PLAN SUBMITTAL FOR EACH INDIVIDUAL LOT.

[illegible]

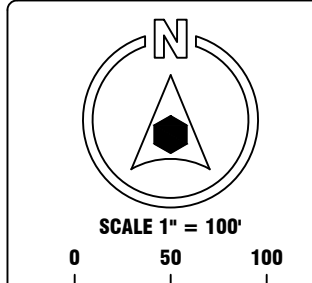
**PITTMAN & GREER
ENGINEERING P.C.**
1050 BARBER CREEK DRIVE - BLDG. 400
WATKINSVILLE GA 30677
P. 706.419.9244 - WWW.PITTMANGREER.COM



ISSUE PURPOSE

FOR REVIEW ONLY

MARKET STATION NEIGHBORHOOD
GROCERY
0 AC. - 0 EXPERIMENT STATION ROAD
OCONEE COUNTY, GEORGIA



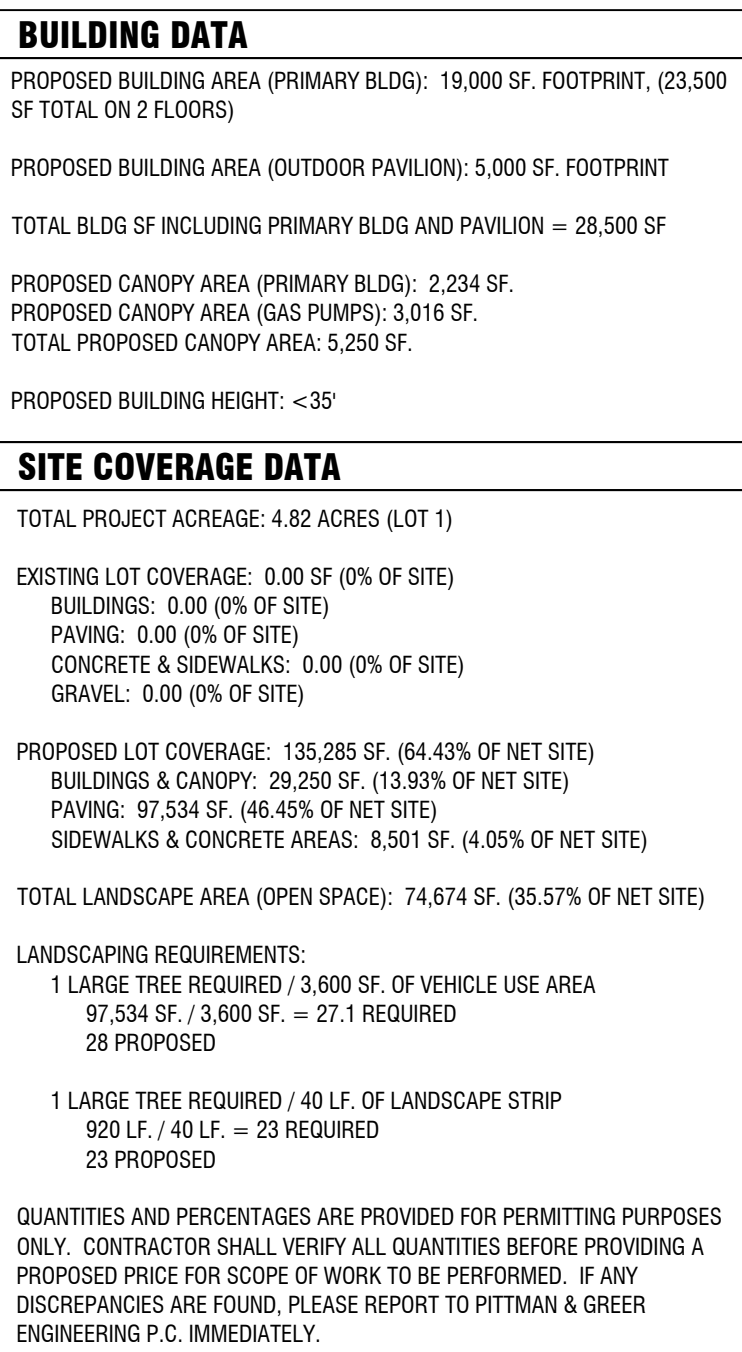
PROJECT NUMBER
2025-025



DATE
10.01.2025

**OVERALL
REZONE
CONCEPT PLAN**

RZ01



1. DIMENSIONS AS SHOWN ARE TO THE FACE OF CURB, IF PRESENT, OR TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. BUILDING DIMENSIONS ARE SHOWN TO THE OUTSIDE FACE OF STRUCTURE.
2. ALL CURB RADI SHALL BE 3' 9" UNLESS OTHERWISE SPECIFIED ON THE PLAN.
3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 8 LANDSCAPING & BUFFERS OF THE OCEONE COUNTY UDC.
4. SIGNAGE FOR THE PROJECT WILL REQUIRE SEPARATE PERMITS. DETAIL PERTAINING TO SIGN DESIGN, INCLUDING: SIZE, LOCATION, AND MATERIAL SELECTION SHALL BE PROVIDED TO THE OCEONE COUNTY PLANNING AND CODE ENFORCEMENT OFFICES FOR REVIEW AND APPROVAL PRIOR TO ERECTION. ALL SIGNS SHALL BE IN COMPLIANCE WITH THE OCEONE COUNTY UDC AT THE TIME THE PERMITS ARE REQUESTED.
5. ALL EXISTING UTILITIES AS ILLUSTRATED ON THE PLAN ARE APPROXIMATELY LOCATED.
6. ALL PROPOSED UTILITIES AS ILLUSTRATED ON THE PLAN SHALL BE LOCATED WITHIN UTILITY EASEMENTS AS APPLICABLE.
7. STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH ALL COUNTY, STATE, AND OTHER APPLICABLE ORDINANCES AND REGULATIONS IN EFFECT AT THE TIME OF SITE DEVELOPMENT PLAN APPROVAL.

REQUIRED PARKING: 128 SPACES
SUPERMARKET-FOOD STORES = 1 SPACE/300 SF. OF GROSS FLOOR AREA
 (19,500/300) = 65 MINIMUM REQUIRED SPACES
FAMILY RESTAURANT= 9.5 SPACES/1000 SF. GROSS FLOOR AREA
 (4,000/1,000)*9.5 = 38 MINIMUM REQUIRED SPACES
RETAIL SPACE (OUTDOOR PAVILION) = 5 SPACES/1000 SF.
 (5,000/1,000)*5 = 25 MINIMUM REQUIRED SPACES

PROPOSED PARKING: 166 SPACES
STANDARD SURFACE: 80 (9'X19', 6 OF THOSE ARE HANDICAP ACCESSIBLE)
REDUCED SURFACE: 86 (9'X17.5')

A map of the study area showing the location of the site. The site is a shaded rectangular area located between Experiment Station Rd to the north and Bishop Farms Pkwy to the south. Hwy 441 runs vertically to the east of the site. The map is enclosed in a rounded rectangular border.

PROPERTY OWNER:

KBB, LLC C/O ROBERT BISHOP (PARCEL B 06 0022F)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30687

WILLIAM T BISHOP (PARCEL B 06 0022FA)
1051 LOCH LOMOND CIRCLE
WATKINSVILLE GA 30687

SHEPARD O'CONNOR PROPERTIES, LLC (PARCEL B 06 0022FB)
1111 LIMERICK DRIVE
WATKINSVILLE GA 30687

ROBERT G BISHOP (PARCEL B 06 0022FC)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30687

DEVELOPER:

O'CONNOR MADE, LLC
ATTN: CISSY WATSON

AUTHORIZED AGENT:

PITTMAN & GREER ENGINEERING P.C.
1050 BARNES CREEK DRIVE, BLDG. 400
WATKINSVILLE, GEORGIA 30687
706.419.9244

BASINS SURVEY. THIS DRAWING WAS PREPARED USING A BASELINE
SURVEYING AND ENGINEERING INC. ADMINISTRATIVE SUBDIVISION PLA
FOR KBB, LLC, DATED 06.06.2023.

EXISTING ZONING: AR3 AND AR

PROPOSED ZONING: B1 AND AR3

EXISTING USE: UNDEVELOPED

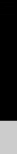
PROPOSED USE: NEIGHBORHOOD GROCERY STORE WITH HOME STYLE
RESTAURANT WITH DRIVE THRU AND FUELING AND SINGLE FAMILY
LOTS

FLOOD PLAIN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE
DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO.
1321900135, WITH AN EFFECTIVE DATE OF 0.15.2022, FOR
COMMUNITY PANEL NUMBER 130453, (COCONOE COUNTY), GEORGIA.

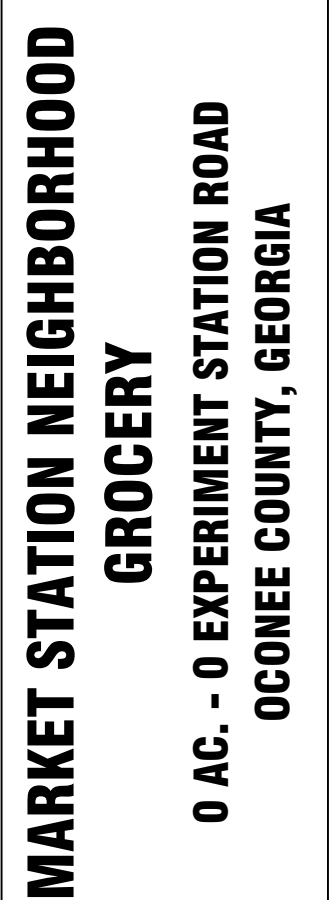
THERE ARE NO STATE WATERS ON SITE, NOR WITHIN 200' OF THE SITE.

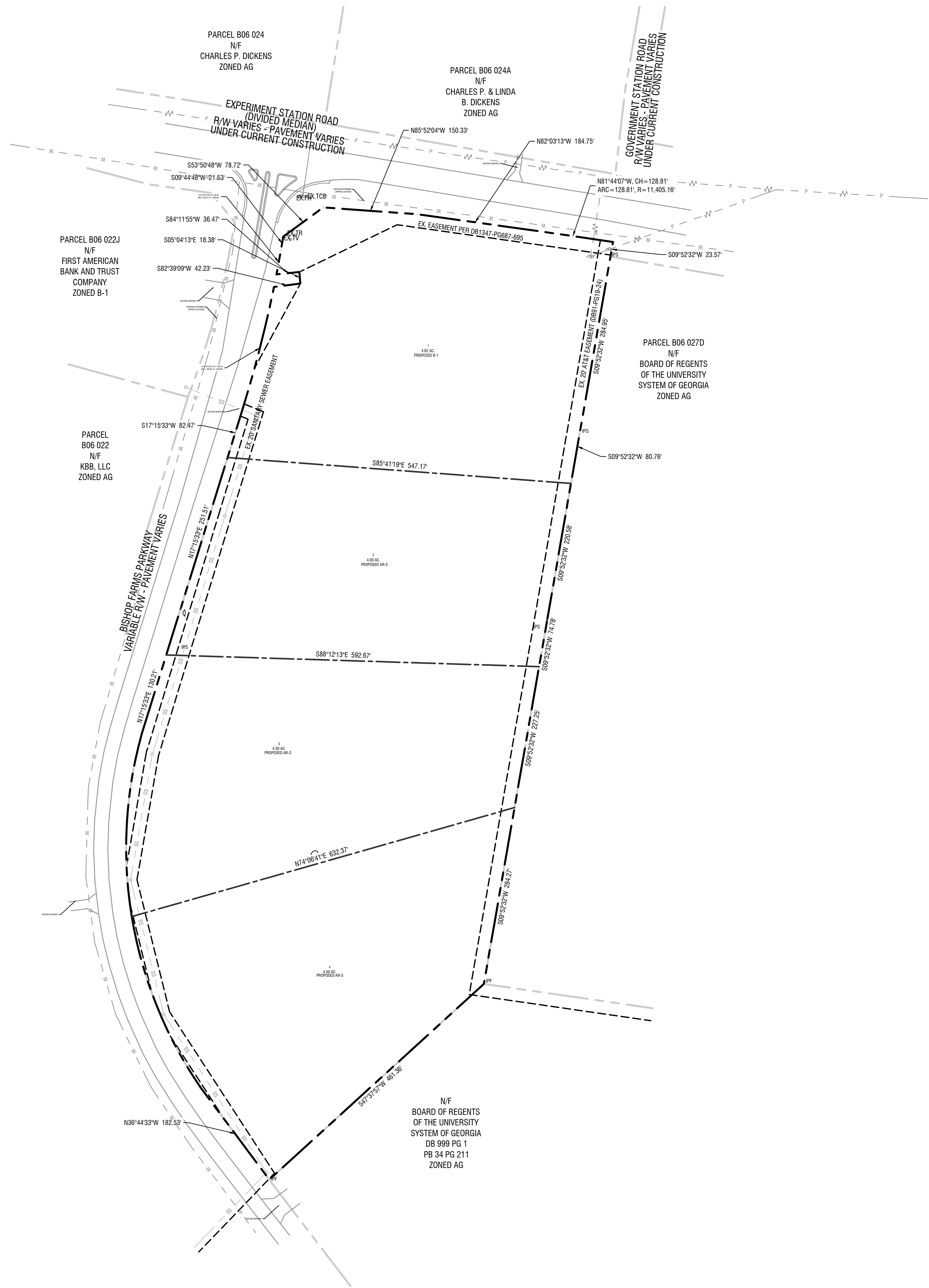
THERE ARE NO WETLANDS DELINEATED ON SITE.

MINIMUM LOT AREA (WITH SEWER): 10,000 SF.
MINIMUM LOT AREA (WITHOUT SEWER): 1.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: NA
MINIMUM AREA LYING ABOVE FLOODPLAIN: NA
MINIMUM FRONT YARD: 20' MAJOR THOROUGHFARE / 20' - MINOR STREET
MINIMUM SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM LOT COVERAGE: 70%

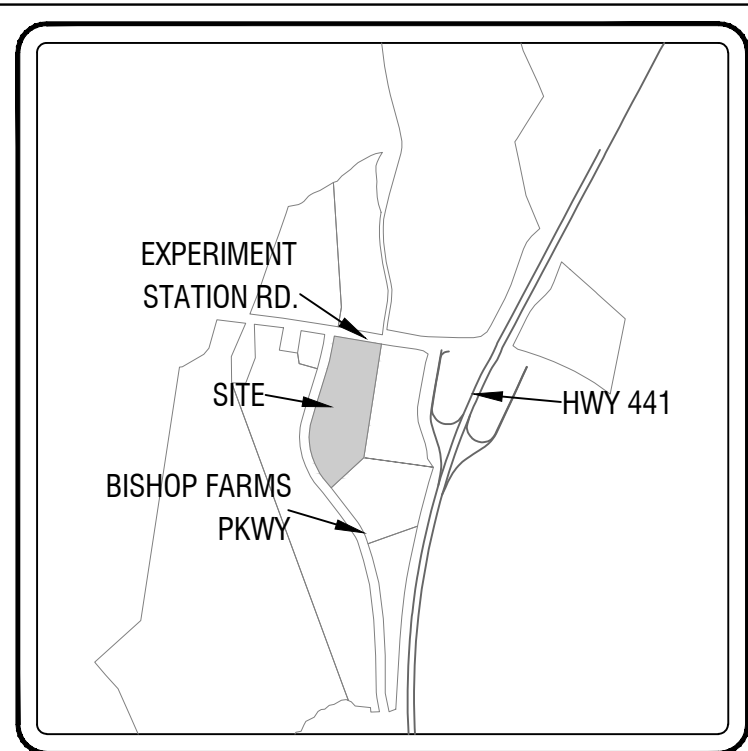


PITTMAN & GREER
ENGINEERING P.C.
 1050 BARBER CREEK DRIVE - BLDG. 400
 WATKINSVILLE GA 30677
 P. 706.419.9244 - WWW.PITTMANGREER.COM





VICINITY MAP - 1"=2000'



PROJECT DATA

PROPERTY OWNER:
KBB, LLC C/O ROBERT BISHOP (PARCEL B 06 022F)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677

WILLIAM T BISHOP (PARCEL B 06 022FA)
1051 LOCH LOMOND CIRCLE
WATKINSVILLE GA 30677

SHEPARD O'CONNOR PROPERTIES, LLC (PARCEL B 06 022FB)
1111 LIMERICK DRIVE
WATKINSVILLE GA 30677

ROBERT G BISHOP (PARCEL B 06 022FC)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677

DEVELOPER:
O'CONNOR MADE, LLC
ATTN: DISSY WATSON

AUTHORIZED AGENT:
PITTMAN & GREER ENGINEERING P.C.
1050 BARBER CREEK DRIVE, BLDG. 400
WATKINSVILLE, GEORGIA 30677
706.419.9244

PHYSICAL ADDRESS: 0 EXPERIMENT STATION ROAD

TAX PARCEL: B 06 022F, B 06 022FA, B 06 022FB, B 06 022FC

TOTAL PROJECT ACREAGE: 17.82 ACRES

CONTOUR INTERVAL: 1 FOOT GIS TOPO BY O'CONNOR COUNTY.

BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A BASELINE SURVEYING AND ENGINEERING INC. ADMINISTRATIVE SUBDIVISION PLAT FOR KBB, LLC, DATED 06.06.2023.

EXISTING ZONING: AR3 AND AR

PROPOSED ZONING: B1 AND AR3

EXISTING USE: UNDEVELOPED

PROPOSED USE: NEIGHBORHOOD GROCERY STORE WITH HOMESTYLE RESTAURANT WITH DRIVE THRU AND FUELING AND SINGLE FAMILY LOTS

FLOOD PLAIN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13219C0135E, WITH AN EFFECTIVE DATE OF 0.15.2022, FOR COMMUNITY PANEL NUMBER 130453, (O'CONNOR COUNTY), GEORGIA.

THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE.

THERE ARE NO WETLANDS DELINEATED ON SITE.

B1 ZONING REGULATIONS

MINIMUM LOT AREA (WITH SEWER): 10,000 SF.
MINIMUM LOT AREA (WITHOUT SEWER): 1.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: NA
MINIMUM AREA LYING ABOVE FLOODPLAIN: NA
MINIMUM FRONT YARD: 20' MAJOR THOROUGHFARE / 20' - MINOR STREET
MINIMUM SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM LOT COVERAGE: 70%

AR-3 ZONING REGULATIONS

MINIMUM LOT AREA: 3.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: 24,892 SF.
MINIMUM AREA LYING ABOVE FLOODPLAIN (WITH SEWER): 17,000 SF.
MINIMUM AREA LYING ABOVE FLOODPLAIN (WITHOUT SEWER): 51,000 SF.
MINIMUM FRONT YARD: 40' MAJOR THOROUGHFARE / 30' - MINOR STREET
MINIMUM SIDE YARD: 15'
MINIMUM REAR YARD: 40'
MAXIMUM BUILDING HEIGHT: 40'
MAXIMUM LOT COVERAGE: 0%
MINIMUM FLOOR AREA: 1,600 SF. (SINGLE STORY) / 1,850 (TWO-STORY)

LOT DATA

TOTAL NUMBER OF LOTS: 4

LOT SIZES AND PROPOSED ZONING:
LOT 1 - 4.82 AC. - PROPOSED B-1 ZONING
LOT 2 - 4.00 AC. - PROPOSED AR-3 ZONING (MOST IS ALREADY AR3)
LOT 3 - 4.50 AC. - PROPOSED AR-3 ZONING
LOT 4 - 4.50 AC. - PROPOSED AR-3 ZONING

DEVELOPMENT DATA

TOTAL PROJECT ACREAGE: 17.82 ACRES
TOTAL AREA OF B1 COMMERCIAL LOTS: 4.82 ACRES
TOTAL NUMBER OF B1 COMMERCIAL LOTS: 1
TOTAL AREA OF AR3 RESIDENTIAL LOTS: 13.00 AC.
TOTAL NUMBER OF AR3 RESIDENTIAL LOTS: 3
PROJECT DENSITY: 0.28 LOTS PER AC.
AVERAGE LOT SIZE: 4.46 AC.
SMALLEST LOT SIZE: 4.00 AC. - LOT #2
LARGEST LOT SIZE: 4.82 AC. - LOT #1
MINIMUM HOME SIZE FOR AR3 LOTS: 2,000 SF.

LOT ACRES ARE PROVIDED FOR REZONE PURPOSES ONLY, SEE FINAL PLAT FOR EXACT ACRES.
LOT DIMENSIONS ARE PROVIDED FOR REZONE PURPOSES ONLY, SEE FINAL PLAT FOR EXACT METES AND BOUNDS.

REVISIONS	DESCRIPTION	DATE							

PITTMAN & GREER
ENGINEERING P.C.
1050 BARBER CREEK DRIVE - BLDG. 400
WATKINSVILLE GA 30677
P. 706.419.9244 - WWW.PITTMANGREER.COM

GEORGIA
REGISTERED
No. 1478
PROFESSIONAL
LANDSCAPE ARCHITECT
WILLIAM J. GREER
10.1.2008

ISSUE PURPOSE
FOR REVIEW ONLY

MARKET STATION NEIGHBORHOOD
GROCERY
0 AC. - 0 EXPERIMENT STATION ROAD
O'CONNOR COUNTY, GEORGIA

N
SCALE 1" = 100'
0 50 100

PROJECT NUMBER
2025-025

811
Know what's below.
Call before you dig.

DATE
10.13.2025

COMPOSITE
PLAT

CP01

**APPROVAL OF A SPECIAL EXCEPTION VARIANCE
FROM THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA**

TITLE

A Resolution granting approval of a Special Exception Variance based upon the allowances under the Unified Development Code of Oconee County, Georgia, pursuant to Article 13, Section 1303, to grant approval of a Special Exception Variance pursuant to an application requesting approval of a Special Exception Variance on property owned by KBB LLC and William Bishop submitted on October 13, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application requesting Special Exception Variance approval submitted by Pittman & Greer Engineering on October 13, 2025, regarding a ±4.82-acre tract of land located at Experiment Station Rd, Oconee County, Georgia, (tax parcel no. B-06-022F and a portion of tax parcel no. B-06-022FA), the Board of Commissioners of Oconee County does hereby grant the following:

SECTION 1. A Resolution granting Special Exception Variance approval for the property described above and also described in the attached Exhibit “A” is hereby granted from Oconee County Unified Development Code Article 8 Section 806 and Table 8.1 to reduce the required buffer width from 50 feet to 20 feet.

Said Special Exception Variance is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Effective Date. This Resolution shall take effect this date.

Said Special Exception Variance application was submitted to the Oconee County Board of Commissioners and a Public Hearing was duly held by the same at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____

John Daniell, Chairman

ATTEST: _____

Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING SPECIAL EXCEPTION VARIANCE REQUEST

APPLICATION SUBMITTED BY: Pittman & Greer Engineering

APPLICATION SUBMISSION DATE: October 13, 2025

RE: Request for a Special Exception Variance on a ±4.82-acre tract of land located at Experiment Station Rd in Oconee County, Georgia, (tax parcel no. B-06-022F and a portion of tax parcel no. B-06-022FA), from Oconee County Unified Development Code Article 8 Section 806 and Table 8.1 to reduce the required buffer width from 50 feet to 20 feet.

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for a Special Exception Variance.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

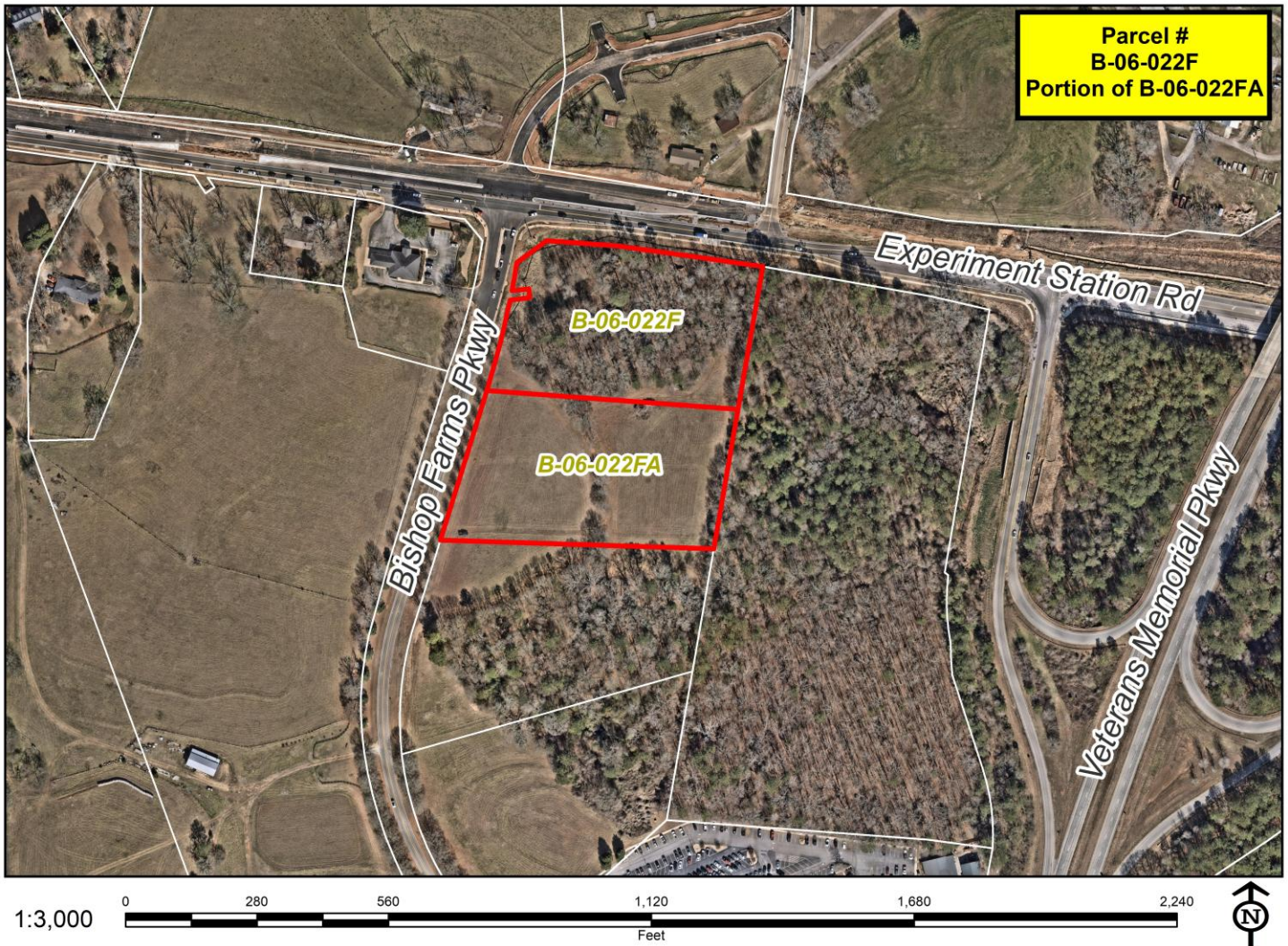
Amrey Harden, Member

Mark Saxon, Member

CONDITIONS

TAX MAP

VARIANCE # P25-0231 - KBB LLC



TYPED LEGAL DESCRIPTION**LEGAL DESCRIPTION**

All that tract, or parcel of land, together with all improvements thereon, containing 4.82 acres, more or less, lying and being in the 221ST District, G.M., Oconee County, Georgia, and being more particularly described as follows:

BEGINNING at a GPS monument with coordinates of a Northing of 1408739.58 and an Easting of 2521444.00 using the NAD 83 GASPCS western zone coordinate system; THENCE continuing North 09 degrees 52 minutes 32 seconds East 23.57 feet, THENCE along a curve turning to the left having a radius of 11,405.16 feet, an arc length of 128.81 feet and being subtended by a chord having a bearing of North 81 degrees 44 minutes 07 seconds West for a distance of 128.81 feet to a point, THENCE North 82 degrees 03 minutes 13 seconds West 184.75 feet to a point, THENCE North 82 degrees 52 minutes 04 seconds West 150.33 feet to a point, THENCE South 53 degrees 50 minutes 48 seconds West 78.72 feet to a point, THENCE South 09 degrees 44 minutes 48 seconds West 21.53 feet to a point, THENCE along a curve turning to the left having a radius of 1949.86 feet, an arc length of 39.28 feet and being subtended by a chord having a bearing of South 10 degrees 19 minutes 15 seconds West for a distance of 39.28 feet to a point, THENCE North 84 degrees 11 minutes 55 seconds East 36.47 feet to a point, THENCE South 05 degrees 04 minutes 13 seconds East 18.38 feet to a point, THENCE South 82 degrees 39 minutes 09 seconds West 42.23 feet to a point, THENCE along a curve turning to the right having a radius of 1949.86 feet, an arc length of 198.62 feet and being subtended by a chord having a bearing of South 14 degrees 23 minutes 13 seconds West for a distance of 198.40 feet to a point, THENCE South 17 degrees 15 minutes 33 seconds West 82.47 feet to a point, THENCE South 85 degrees 41 minutes 19 seconds East 547.17 feet to a point, THENCE North 09 degrees 52 minutes 32 seconds East 80.76 feet to an iron pin, THENCE North 09 degrees 52 minutes 32 seconds East 284.95 feet to a point BEING THE TRUE POINT OF BEGINNING.

Said tract being the same as Lot 1 on a Market Station Neighborhood Grocery Composite Plat by Pittman & Greer Engineering, P.C. dated October 13, 2025.

NARRATIVE

MARKET STATION NEIGHBORHOOD GROCERY

SPECIAL EXCEPTION VARIANCE FROM UDC SECTION 806 SUBMITTED 10/13/2025 revised 12/3/2025

GENERAL DATA

Property Address: 0 Experiment Station Road

Parcels: B 06 022F, portion of B 06 022FA

Owner: KBB, LLC, William T Bishop (in order of parcel list)

Existing Zoning: AR3

Proposed Zoning: B1

Existing Use: Undeveloped

Proposed Use: neighborhood grocery store with fuel and home style restaurant

Property Area: 4.82 acres

ADJACENT LAND USES AND ZONING

North – Experiment Station Road with AG (residential use) across roadway

West – Bishop Farms Parkway with B1 (First American Bank) and AG (undeveloped) property across roadway (owned by same family as subject property)

South – AR3 (lot owned by same family and part of same rezone request)

East –AG (Board of Regents property)

OWNERSHIP TYPE

The development will be privately owned with a neighborhood grocery store along Experiment Station Road.

VARIANCE REQUEST NARRATIVE

A Special Exception Variance is being requested from Oconee County UDC Section 806. Landscape Buffers between Incompatible Land Uses.

The proposed development consists of a neighborhood grocery store with a home style restaurant and fueling center. If the companion rezone is approved allowing this use in a B1 zoning, the UDC would require a 50 foot buffer along the rear of the property adjacent to the residential lot. This residential lot is undeveloped and owned by the same family and is actually part of the same rezone application requesting AR3 zoning. Due to this lot being owned by the same owner and the likelihood that it will never be built as a residential lot but end up as a commercial lot at some point, we are requesting a variance from the required 50 foot buffer along this rear lot line to a 20 foot buffer. If/when the residential lot is rezoned to commercial there would be no required buffer at all. Constructing a 50 foot buffer along a property line that the same owner is confident will someday be commercial would be a waste of valuable commercial property.

The parcel would require a 15 foot buffer along the Eastern property line adjacent the AG zoned Board of Regents property. No variance is being requested along this side of the property.

COMPANION REZONE REQUEST

A companion rezone request to change the zoning from AR3 to B1 has been submitted along with this variance request.

NARRATIVE

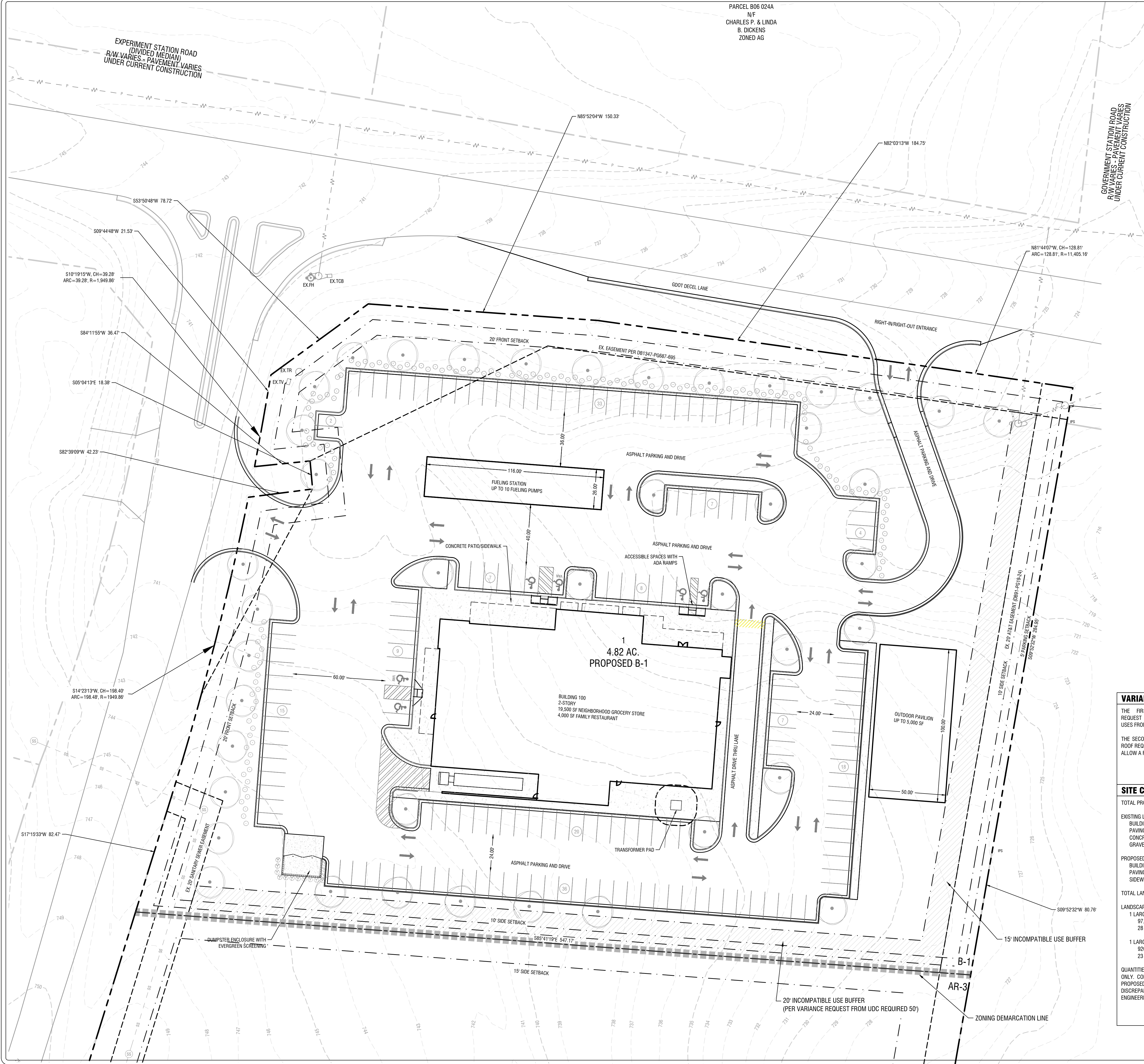
COMPANION VARIANCE REQUEST

A companion variance request to vary from the roof requirements in the Mars Hill Overlay and B1 zoning has been submitted along with this request.

A companion variance request to vary from the maximum footprint size and tenant space size in B1 zoning has been submitted along with this request.

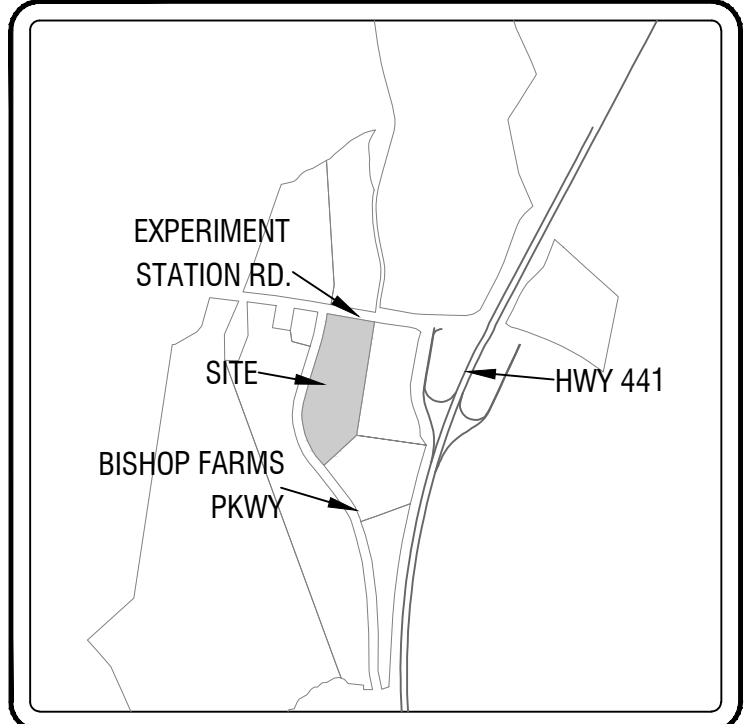
MARS HILL OVERLAY DISTRICT

The project will be within the Mars Hill Overlay District in the Mixed Use Development Land Use Category. The overlay has specific design guidelines which must be followed above and beyond UDC requirements.



VARIANCE REQUEST
THE FIRST REQUESTED VARIANCE IS FROM UDC SECTION 806. THE REQUEST IS TO REDUCE THE REQUIRED BUFFER BETWEEN INCOMPATIBLE USES FROM 50' TO 20' ALONG THE REAR PROPERTY LINE.
THE SECOND REQUESTED VARIANCE IS FROM UDC SECTION 206.0.4.D.7.A ROOF REQUIREMENTS IN MARS HILL OVERLAY DISTRICT. THE REQUEST IS TO ALLOW A FLAT ROOF WITH TPO MATERIAL.
SITE COVERAGE DATA
TOTAL PROJECT ACREAGE: 4.82 ACRES (LOT 1)
EXISTING LOT COVERAGE: 0.00 SF (0% OF SITE)
BUILDINGS: 0.00 (0% OF SITE)
PAVING: 0.00 (0% OF SITE)
CONCRETE & SIDEWALKS: 0.00 (0% OF SITE)
GRAVEL: 0.00 (0% OF SITE)
PROPOSED LOT COVERAGE: 135,285 SF. (64.43% OF NET SITE)
BUILDINGS & CANOPY: 29,250 SF. (13.93% OF NET SITE)
PAVING: 97,534 SF. (46.45% OF NET SITE)
SIDEWALKS & CONCRETE AREAS: 8,501 SF. (4.05% OF NET SITE)
TOTAL LANDSCAPE AREA: 74,674 SF. (35.57% OF NET SITE)
LANDSCAPING REQUIREMENTS:
1 LARGE TREE REQUIRED / 3,600 SF. OF VEHICLE USE AREA
97,534 SF. / 3,600 SF. = 27.1 REQUIRED
28 PROPOSED
1 LARGE TREE REQUIRED / 40 LF. OF LANDSCAPE STRIP
920 LF. / 40 LF. = 23 REQUIRED
23 PROPOSED
QUANTITIES AND PERCENTAGES ARE PROVIDED FOR PERMITTING PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES BEFORE PROVIDING A PROPOSED PRICE FOR SCOPE OF WORK TO BE PERFORMED. IF ANY DISCREPANCIES ARE FOUND, PLEASE REPORT TO PITTMAN & GREER ENGINEERING P.C. IMMEDIATELY.

REZONE CONCEPT PLAN NOTES
1. DIMENSIONS AS SHOWN ARE TO THE FACE OF CURB, IF PRESENT, OR TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. BUILDING DIMENSIONS ARE SHOWN TO THE OUTSIDE FACE OF STRUCTURE.
2. ALL CURB RADI SHALL BE 3.5' UNLESS OTHERWISE SPECIFIED ON THE PLAN.
3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 8 - LANDSCAPING & BUFFERS OF THE OCOOEE COUNTY UDC.
4. SIGNAGE FOR THE PROJECT WILL REQUIRE SEPARATE PERMITS. DETAILS PERTAINING TO SIGN DESIGN, INCLUDING: SIZE, LOCATION, AND CONSTRUCTION SHALL BE SUBMITTED TO THE OCOOEE COUNTY PLANNING AND CODE ENFORCEMENT OFFICES FOR REVIEW AND APPROVAL PRIOR TO ERECTION. ALL SIGNS SHALL BE IN COMPLIANCE WITH THE OCOOEE COUNTY UDC AT THE TIME THE PERMITS ARE REQUESTED.
5. ALL EXISTING UTILITIES AS ILLUSTRATED ON THE PLAN ARE APPROXIMATELY LOCATED.
6. ALL PROPOSED UTILITIES AS ILLUSTRATED ON THE PLAN SHALL BE LOCATED WITHIN UTILITY EASEMENTS AS APPLICABLE.
7. STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH ALL COUNTY, STATE, AND OTHER APPLICABLE ORDINANCES AND REGULATIONS IN EFFECT AT THE TIME OF SITE DEVELOPMENT PLAN APPROVAL.
PARKING DATA
REQUIRED PARKING: 103 SPACES
SUPERMARKET-FOOD STORES = 1 SPACE/300 SF. OF GROSS FLOOR AREA (19,500/300) = 65 MINIMUM REQUIRED SPACES
FAMILY RESTAURANT = 0.5 SPACES/1000 SF. GROSS FLOOR AREA (4,000/1,000)*9.5 = 38 MINIMUM REQUIRED SPACES
PROPOSED PARKING: 166 SPACES
STANDARD SURFACE: 80 (9'X19', 6 OF THOSE ARE HANDICAP ACCESSIBLE)
REDUCED SURFACE: 86 (9'X17.5')
BUILDING DATA
PROPOSED BUILDING AREA: 19,000 SF. FOOTPRINT, (23,500 SF TOTAL ON 2 FLOORS)
PROPOSED CANOPY AREA: 2,234 SF.
PROPOSED BUILDING HEIGHT: <35'
VICINITY MAP - 1"=2000'



PROJECT DATA
PROPERTY OWNER:
KBB, LLC C/O ROBERT BISHOP (PARCEL B 06 022F)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677
WILLIAM T BISHOP (PARCEL B 06 022FA)
1051 LOCH LOMOND CIRCLE
WATKINSVILLE GA 30677
SHEPARD OCOOEE PROPERTIES, LLC (PARCEL B 06 022FB)
1111 LIMERICK DRIVE
WATKINSVILLE GA 30677
ROBERT G BISHOP (PARCEL B 06 022FC)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677
DEVELOPER:
OCOONEE MADE, LLC
ATTN: Cissy WATSON
AUTHORIZED AGENT:
PITTMAN & GREER ENGINEERING P.C.
1050 BARBER CREEK DRIVE, BLDG. 400
WATKINSVILLE, GEORGIA 30677
706.419.9244
PHYSICAL ADDRESS: 0 EXPERIMENT STATION ROAD
TAX PARCEL: B 06 022F, B 06 022FA, B 06 022FB, B 06 022FC
TOTAL PROJECT ACREAGE: 17.82 ACRES
CONTOUR INTERVAL: 1 FOOT GIS TOPO BY OCOOEE COUNTY.
BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A BASELINE SURVEYING AND ENGINEERING INC. ADMINISTRATIVE SUBDIVISION PLAT FOR KBB, LLC, DATED 06.06.2023.
EXISTING ZONING: AR3 AND AR
PROPOSED ZONING: B1 AND AR3
EXISTING USE: UNDEVELOPED
PROPOSED USE: NEIGHBORHOOD GROCERY STORE WITH HOMESTYLE RESTAURANT WITH DRIVE THRU AND FUELING AND SINGLE FAMILY LOTS
FLOOD PLAN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13219C0135E, WITH AN EFFECTIVE DATE OF 0.15.2022, FOR COMMUNITY PANEL NUMBER 130453, (OCOONEE COUNTY), GEORGIA.
THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE.
THERE ARE NO WETLANDS DELINEATED ON SITE.
B1 ZONING REGULATIONS
MINIMUM LOT AREA (WITH SEWER): 10,000 SF.
MINIMUM LOT AREA (WITHOUT SEWER): 1.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: NA
MINIMUM AREA LYING ABOVE FLOODPLAIN: NA
MINIMUM FRONT YARD: 20' MAJOR THOROUGHFARE / 20' - MINOR STREET
MINIMUM SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM LOT COVERAGE: 70%

REVISIONS

DATE	DESCRIPTION

PITTMAN & GREER
ENGINEERING P.C.
1050 BARBER CREEK DRIVE - BLDG. 400
WATKINSVILLE GA 30677
P. 706.419.9244 - WWW.PITTMANGREER.COM

ISSUE PURPOSE
FOR REVIEW ONLY

MARKET STATION NEIGHBORHOOD
GROCERY

0 AC. - 0 EXPERIMENT STATION ROAD
OCOONEE COUNTY, GEORGIA

SCALE 1" = 30'

PROJECT NUMBER
2025-025

Know what's below.
Call before you dig.

DATE
10.01.2025

VARIANCE
CONCEPT PLAN

VA01

P:\2025-025 Mgr Future-Grocery\Drawings\variance2.dwg 10-13-25 03:45:02 PM Frank Pittman

Page 92 of 157

**APPROVAL OF A SPECIAL EXCEPTION VARIANCE
FROM THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA**

TITLE

A Resolution granting approval of a Special Exception Variance based upon the allowances under the Unified Development Code of Oconee County, Georgia, pursuant to Article 13, Section 1303, to grant approval of a Special Exception Variance pursuant to an application requesting approval of a Special Exception Variance on property owned by KBB LLC and William Bishop submitted on October 13, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application requesting Special Exception Variance approval submitted by Pittman & Greer Engineering on October 13, 2025, regarding a ±4.82-acre tract of land located at Experiment Station Rd, Oconee County, Georgia, (tax parcel no. B-06-022F and a portion of tax parcel no. B-06-022FA), the Board of Commissioners of Oconee County does hereby grant the following:

SECTION 1. A Resolution granting Special Exception Variance approval for the property described above and also described in the attached Exhibit “A” is hereby granted from Oconee County Unified Development Code Article 2 Section 206.04.d(7)(a) and Section 205.09.c(3)(a) to allow a flat roof on a grocery store.

Said Special Exception Variance is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Effective Date. This Resolution shall take effect this date.

Said Special Exception Variance application was submitted to the Oconee County Board of Commissioners and a Public Hearing was duly held by the same at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____

John Daniell, Chairman

ATTEST: _____

Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING SPECIAL EXCEPTION VARIANCE REQUEST

APPLICATION SUBMITTED BY: Pittman & Greer Engineering

APPLICATION SUBMISSION DATE: October 13, 2025

RE: Request for a Special Exception Variance on a ±4.82-acre tract of land located at Experiment Station Rd in Oconee County, Georgia, (tax parcel no. B-06-022F and a portion of tax parcel no. B-06-022FA), from Oconee County Unified Development Code Article 2 Section 206.04.d(7)(a) and Section 205.09.c(3)(a) to allow a flat roof on a grocery store.

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for a Special Exception Variance.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

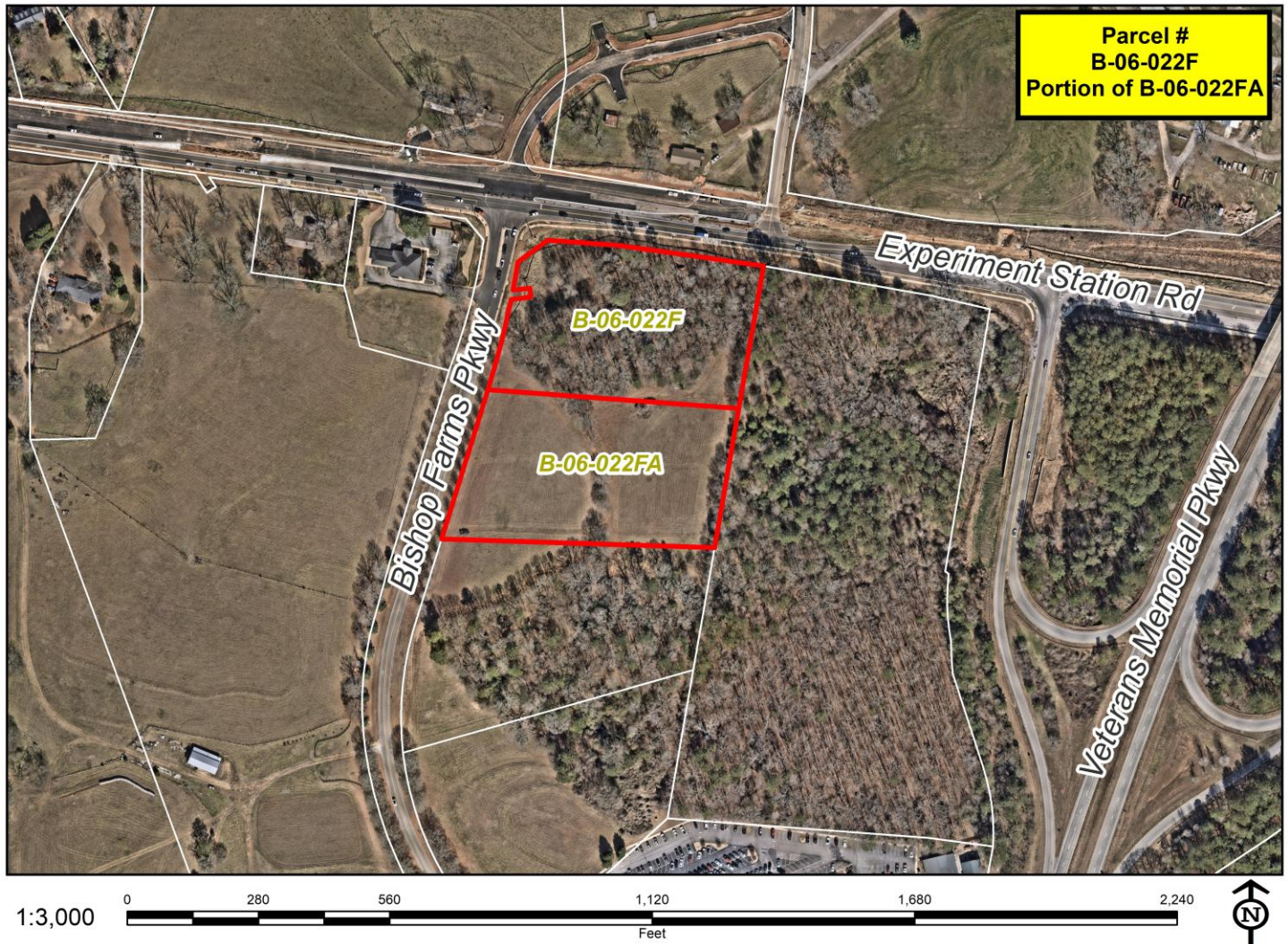
Amrey Harden, Member

Mark Saxon, Member

CONDITIONS

TAX MAP

VARIANCE # P25-0232 - KBB LLC



TYPED LEGAL DESCRIPTION**LEGAL DESCRIPTION**

All that tract, or parcel of land, together with all improvements thereon, containing 4.82 acres, more or less, lying and being in the 221ST District, G.M., Oconee County, Georgia, and being more particularly described as follows:

BEGINNING at a GPS monument with coordinates of a Northing of 1408739.58 and an Easting of 2521444.00 using the NAD 83 GSPCS western zone coordinate system; THENCE continuing North 09 degrees 52 minutes 32 seconds East 23.57 feet, THENCE along a curve turning to the left having a radius of 11,405.16 feet, an arc length of 128.81 feet and being subtended by a chord having a bearing of North 81 degrees 44 minutes 07 seconds West for a distance of 128.81 feet to a point, THENCE North 82 degrees 03 minutes 13 seconds West 184.75 feet to a point, THENCE North 82 degrees 52 minutes 04 seconds West 150.33 feet to a point, THENCE South 53 degrees 50 minutes 48 seconds West 78.72 feet to a point, THENCE South 09 degrees 44 minutes 48 seconds West 21.53 feet to a point, THENCE along a curve turning to the left having a radius of 1949.86 feet, an arc length of 39.28 feet and being subtended by a chord having a bearing of South 10 degrees 19 minutes 15 seconds West for a distance of 39.28 feet to a point, THENCE North 84 degrees 11 minutes 55 seconds East 36.47 feet to a point, THENCE South 05 degrees 04 minutes 13 seconds East 18.38 feet to a point, THENCE South 82 degrees 39 minutes 09 seconds West 42.23 feet to a point, THENCE along a curve turning to the right having a radius of 1949.86 feet, an arc length of 198.62 feet and being subtended by a chord having a bearing of South 14 degrees 23 minutes 13 seconds West for a distance of 198.40 feet to a point, THENCE South 17 degrees 15 minutes 33 seconds West 82.47 feet to a point, THENCE South 85 degrees 41 minutes 19 seconds East 547.17 feet to a point, THENCE North 09 degrees 52 minutes 32 seconds East 80.76 feet to an iron pin, THENCE North 09 degrees 52 minutes 32 seconds East 284.95 feet to a point BEING THE TRUE POINT OF BEGINNING.

Said tract being the same as Lot 1 on a Market Station Neighborhood Grocery Composite Plat by Pittman & Greer Engineering, P.C. dated October 13, 2025.

NARRATIVE

MARKET STATION NEIGHBORHOOD GROCERY

**SPECIAL EXCEPTION VARIANCE FROM UDC SECTION 206.04.d.7.a and SECTION 205.09.c.3.a
SUBMITTED 10/13/2025**

revised 12/3/2025

GENERAL DATA

Property Address: 0 Experiment Station Road
Parcels: B 06 022F, portion of B 06 022FA
Owner: KBB LLC, William T Bishop (in order of parcel list)
Existing Zoning: AR3
Proposed Zoning: B1
Existing Use: Undeveloped
Proposed Use: neighborhood grocery store with fuel and home style restaurant
Property Area: 4.82 acres

ADJACENT LAND USES AND ZONING

North – Experiment Station Road with AG (residential use) across roadway
West – Bishop Farms Parkway with B1 (First American Bank) and AG (undeveloped) property across roadway (owned by same family as subject property)
South – AR (undeveloped lot by same owners, part of same rezone request)
East –AG (Board of Regents property)

OWNERSHIP TYPE

The development will be privately owned with a neighborhood grocery store along Experiment Station Road.

VARIANCE REQUEST NARRATIVE

A Special Exception Variance is being requested from Oconee County UDC Section 206.04.d.7.a. Mars Hill Overlay and Section 205.09.c.3.a B1 zoning Architectural requirements (roofs).

The proposed development consists of a neighborhood grocery store with a home style restaurant and fueling center. If the companion rezone is approved allowing this use in a B1 zoning, the UDC would require, per the Mars Hill Overlay District, that the roof line be a gable or hip style roof with a minimum pitch of 4 in 12 or steeper. It would also require that the roof material be architectural tab shingles, slate, or wood shakes with standing seam accents.

We are requesting a variance from these two roof requirements. The proposal is for a flat roof with some pitched roof accents and areas. The proposed building is 120 feet deep. Creating a 4 in 12 pitched roof that breaks from the middle to the front and back would be 20 feet tall. By adding a 20 foot tall roof on top of a 2-story building, the maximum 35' building height would be far exceeded. The roof would be enormously tall. By creating a mostly flat roof with pitched accents it will make the building not appear so tall and look more timeless. By creating a flat roof, the material would need to be TPO roofing for the flat portion. Standing seam metal would be on the pitched accent areas that would meet the UDC requirement.

The building will be a 2-story building with an exterior of mostly brick with accents of board and batten fiber cement and less than 20% of stucco/eifs. There will be plentiful inset glass windows with black framing. Building frontage will have black columns with brick bases. There will be some outdoor plaza

NARRATIVE

seating upstairs for the restaurant which will be visible from the front of the building along with exterior egress stairs exiting this area. Seating will also be available on the lower level at entries for customers purchasing food from the grocery food options. The roof line will be flat with TPO roofing with some accented vertical towers having pitched standing seam roofing. Signage will be on the building walls that meets Oconee sign code.

COMPANION REZONE REQUEST

A companion rezone request to change the zoning from AR3 to B1 has been submitted along with this variance request.

COMPANION VARIANCE REQUEST

A companion variance request to vary from the required buffer between incompatible land uses has been submitted with this request.

A companion variance request to vary from the maximum 2-story footprint size and tenant space in B1 zoning has been submitted with this request.

MARS HILL OVERLAY DISTRICT

The project will be within the Mars Hill Overlay District in the Mixed Use Development Land Use Category. The overlay has specific design guidelines which must be followed above and beyond UDC requirements.

REPRESENTATIVE ARCHITECTURE



NARRATIVE



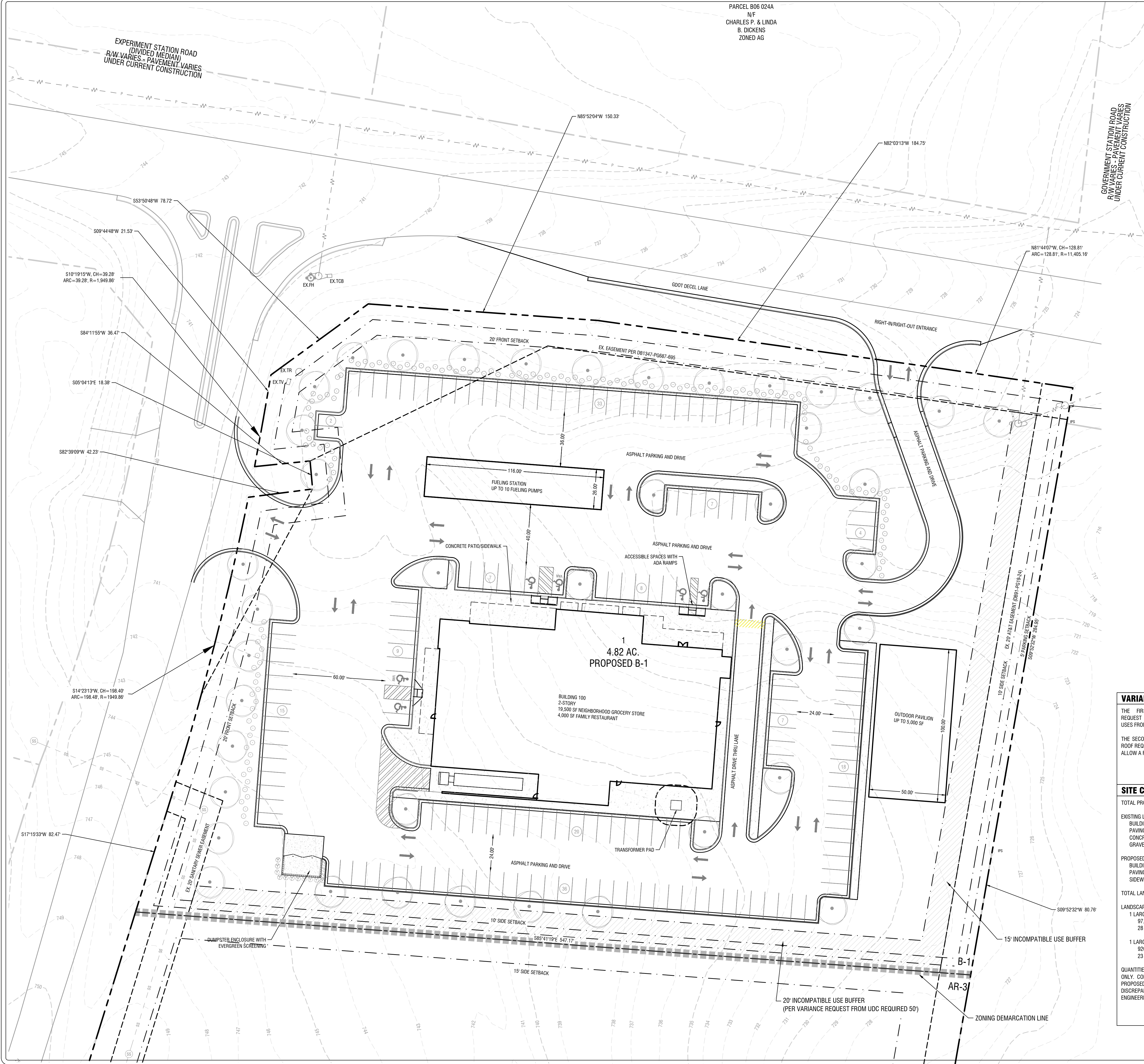
NARRATIVE



NARRATIVE



[illegible]



REZONE CONCEPT PLAN NOTES

- DIMENSIONS AS SHOWN ARE TO THE FACE OF CURB, IF PRESENT, OR TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. BUILDING DIMENSIONS ARE SHOWN TO THE OUTSIDE FACE OF STRUCTURE.
- ALL CURB RADI SHALL BE 3.5' UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 8 - LANDSCAPING & BUFFERS OF THE OCOOEE COUNTY UDC.
- SIGNAGE FOR THE PROJECT WILL REQUIRE SEPARATE PERMITS. DETAILS PERTAINING TO SIGN DESIGN, INCLUDING: SIZE, LOCATION, AND CONSTRUCTION SHALL BE SUBMITTED TO THE OCOOEE COUNTY PLANNING AND CODE ENFORCEMENT OFFICES FOR REVIEW AND APPROVAL PRIOR TO ERECTION. ALL SIGNS SHALL BE IN COMPLIANCE WITH THE OCOOEE COUNTY UDC AT THE TIME THE PERMITS ARE REQUESTED.
- ALL EXISTING UTILITIES AS ILLUSTRATED ON THE PLAN ARE APPROXIMATELY LOCATED.
- ALL PROPOSED UTILITIES AS ILLUSTRATED ON THE PLAN SHALL BE LOCATED WITHIN UTILITY EASEMENTS AS APPLICABLE.
- STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH ALL COUNTY, STATE, AND OTHER APPLICABLE ORDINANCES AND REGULATIONS IN EFFECT AT THE TIME OF SITE DEVELOPMENT PLAN APPROVAL.

PARKING DATA

REQUIRED PARKING: 103 SPACES
SUPERMARKET-FOOD STORES = 1 SPACE/300 SF. OF GROSS FLOOR AREA (19,500/300) = 65 MINIMUM REQUIRED SPACES
FAMILY RESTAURANT = 0.5 SPACES/1000 SF. GROSS FLOOR AREA (4,000/1,000)*0.5 = 38 MINIMUM REQUIRED SPACES

PROPOSED PARKING: 166 SPACES
STANDARD SURFACE: 80 (9'X19', 6 OF THOSE ARE HANDICAP ACCESSIBLE)
REDUCED SURFACE: 86 (9'X17.5')

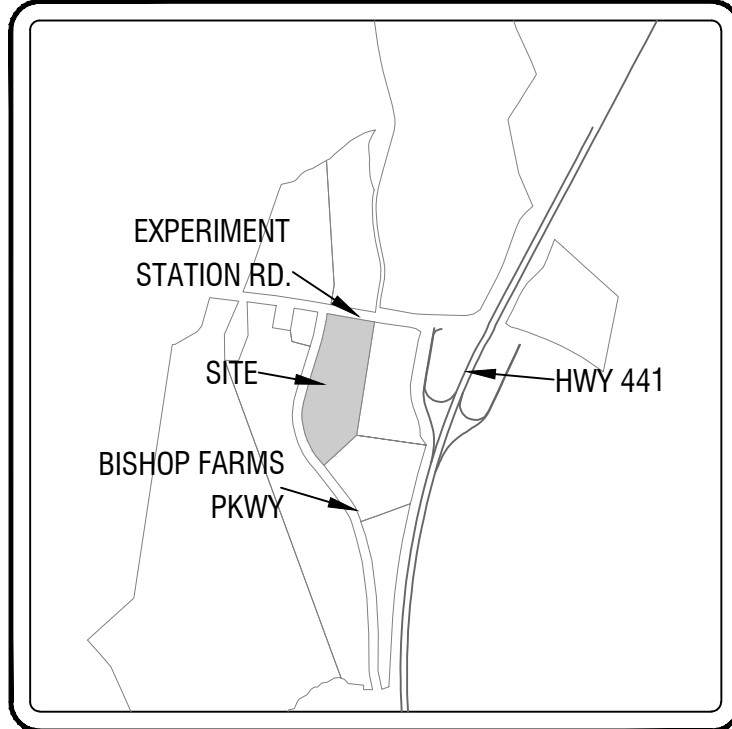
BUILDING DATA

PROPOSED BUILDING AREA: 19,000 SF. FOOTPRINT, (23,500 SF TOTAL ON 2 FLOORS)

PROPOSED CANOPY AREA: 2,234 SF.

PROPOSED BUILDING HEIGHT: <35'

VICINITY MAP - 1"=2000'



PROJECT DATA

PROPERTY OWNER:
KBB, LLC C/O ROBERT BISHOP (PARCEL B 06 022F)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677

WILLIAM T BISHOP (PARCEL B 06 022FA)
1051 LOCH LOMOND CIRCLE
WATKINSVILLE GA 30677

SHEPARD OCOOEE PROPERTIES, LLC (PARCEL B 06 022FB)
1111 LIMERICK DRIVE
WATKINSVILLE GA 30677

ROBERT G BISHOP (PARCEL B 06 022FC)
1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677

DEVELOPER:
OCOONEE MADE, LLC
ATTN: Cissy WATSON

AUTHORIZED AGENT:
PITTMAN & GREER ENGINEERING P.C.
1050 BARBER CREEK DRIVE, BLDG. 400
WATKINSVILLE, GEORGIA 30677
706.419.9244

PHYSICAL ADDRESS: 0 EXPERIMENT STATION ROAD

TAX PARCEL: B 06 022F, B 06 022FA, B 06 022FB, B 06 022FC

TOTAL PROJECT ACREAGE: 17.82 ACRES

CONTOUR INTERVAL: 1 FOOT GIS TOPO BY OCOOEE COUNTY.

BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A BASELINE SURVEYING AND ENGINEERING INC. ADMINISTRATIVE SUBDIVISION PLAT FOR KBB, LLC, DATED 06.06.2023.

EXISTING ZONING: AR3 AND AR

PROPOSED ZONING: B1 AND AR3

EXISTING USE: UNDEVELOPED

PROPOSED USE: NEIGHBORHOOD GROCERY STORE WITH HOMESTYLE RESTAURANT WITH DRIVE THRU AND FUELING AND SINGLE FAMILY LOTS

FLOOD PLAN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13219C0135E, WITH AN EFFECTIVE DATE OF 0.15.2022, FOR COMMUNITY PANEL NUMBER 130453, (OCOONEE COUNTY), GEORGIA.

THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE.

THERE ARE NO WETLANDS DELINEATED ON SITE.

EXISTING ZONING: AR3 AND AR

PROPOSED ZONING: B1 AND AR3

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THERE ARE NO WETLANDS DELINEATED ON SITE.

B1 ZONING REGULATIONS

MINIMUM LOT AREA (WITH SEWER): 10,000 SF.
MINIMUM LOT AREA (WITHOUT SEWER): 1.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: NA
MINIMUM AREA LYING ABOVE FLOODPLAIN: NA
MINIMUM FRONT YARD: 20' MAJOR THOROUGHFARE / 20' - MINOR STREET
MINIMUM SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM LOT COVERAGE: 70%

VARIANCE REQUEST

THE FIRST REQUESTED VARIANCE IS FROM UDC SECTION 806. THE REQUEST IS TO REDUCE THE REQUIRED BUFFER BETWEEN INCOMPATIBLE USES FROM 50' TO 20' ALONG THE REAR PROPERTY LINE.

THE SECOND REQUESTED VARIANCE IS FROM UDC SECTION 206.0.4.D.7.A ROOF REQUIREMENTS IN MARS HILL OVERLAY DISTRICT. THE REQUEST IS TO ALLOW A FLAT ROOF WITH TPO MATERIAL.

SITE COVERAGE DATA

TOTAL PROJECT ACREAGE: 4.82 ACRES (LOT 1)

EXISTING LOT COVERAGE: 0.00 SF (0% OF SITE)

BUILDINGS: 0.00 (0% OF SITE)

PAVING: 0.00 (0% OF SITE)

CONCRETE & SIDEWALKS: 0.00 (0% OF SITE)

GRAVEL: 0.00 (0% OF SITE)

PROPOSED LOT COVERAGE: 135,285 SF. (64.43% OF NET SITE)

BUILDINGS & CANOPY: 29,250 SF. (13.93% OF NET SITE)

PAVING: 97,534 SF. (46.45% OF NET SITE)

SIDEWALKS & CONCRETE AREAS: 8,501 SF. (4.05% OF NET SITE)

TOTAL LANDSCAPE AREA: 74,674 SF. (35.57% OF NET SITE)

LANDSCAPING REQUIREMENTS:

1 LARGE TREE REQUIRED / 3,600 SF. OF VEHICLE USE AREA
97,534 SF. / 3,600 SF. = 27.1 REQUIRED
23 PROPOSED

1 LARGE TREE REQUIRED / 40 LF. OF LANDSCAPE STRIP
920 LF. / 40 LF. = 23 REQUIRED
23 PROPOSED

QUANTITIES AND PERCENTAGES ARE PROVIDED FOR PERMITTING PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES BEFORE PROVIDING A PROPOSED PRICE FOR SCOPE OF WORK TO BE PERFORMED. IF ANY DISCREPANCIES ARE FOUND, PLEASE REPORT TO PITTMAN & GREER ENGINEERING P.C. IMMEDIATELY.

REVISIONS	DESCRIPTION	DATE

PITTMAN & GREER
ENGINEERING P.C.
1050 BARBER CREEK DRIVE - BLDG. 400
WATKINSVILLE GA 30677
P. 706.419.9244 - WWW.PITTMANGREER.COM

GEORGIA
REGISTERED
No. 1478
PROFESSIONAL
LANDSCAPE ARCHITECT
WILLIAM J. GREER
1987-2025

ISSUE PURPOSE
FOR REVIEW ONLY

MARKET STATION NEIGHBORHOOD
GROCERY

0 AC. - 0 EXPERIMENT STATION ROAD
OCOONEE COUNTY, GEORGIA

N
SCALE 1" = 30'
0 15 30

PROJECT NUMBER
2025-025

811
Know what's below.
Call before you dig.

DATE
10.01.2025

VARIANCE
CONCEPT PLAN

VA01

**APPROVAL OF A SPECIAL EXCEPTION VARIANCE
FROM THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA**

TITLE

A Resolution granting approval of a Special Exception Variance based upon the allowances under the Unified Development Code of Oconee County, Georgia, pursuant to Article 13, Section 1303, to grant approval of a Special Exception Variance pursuant to an application requesting approval of a Special Exception Variance on property owned by KBB LLC and William Bishop submitted on December 2, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application requesting Special Exception Variance approval submitted by Pittman & Greer Engineering on October 13, 2025, regarding a ±4.82-acre tract of land located at Experiment Station Rd, Oconee County, Georgia, (tax parcel no. B-06-022F and a portion of tax parcel no. B-06-022FA), the Board of Commissioners of Oconee County does hereby grant the following:

SECTION 1. A Resolution granting Special Exception Variance approval for the property described above and also described in the attached Exhibit “A” is hereby granted from Oconee County Unified Development Code Article 2 Section 205.09.c.(3)(h) to allow a two story building to have a footprint larger than 6,000 sf and tenant space larger than 10,000 sf in the B-1 Zoning District.

Said Special Exception Variance is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Effective Date. This Resolution shall take effect this date.

Said Special Exception Variance application was submitted to the Oconee County Board of Commissioners and a Public Hearing was duly held by the same at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY:

John Daniell, Chairman

ATTEST:

Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING SPECIAL EXCEPTION VARIANCE REQUEST

APPLICATION SUBMITTED BY: Pittman & Greer Engineering

APPLICATION SUBMISSION DATE: December 2, 2025

RE: Request for a Special Exception Variance on a ±4.82-acre tract of land located at Experiment Station Rd in Oconee County, Georgia, (tax parcel no. B-06-022F and a portion of tax parcel no. B-06-022FA), from Oconee County Unified Development Code Article 2 Section 205.09.c.(3)(h) to allow a two story building to have a footprint larger than 6,000 sf and tenant space larger than 10,000 sf in the B-1 Zoning District.

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for a Special Exception Variance.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

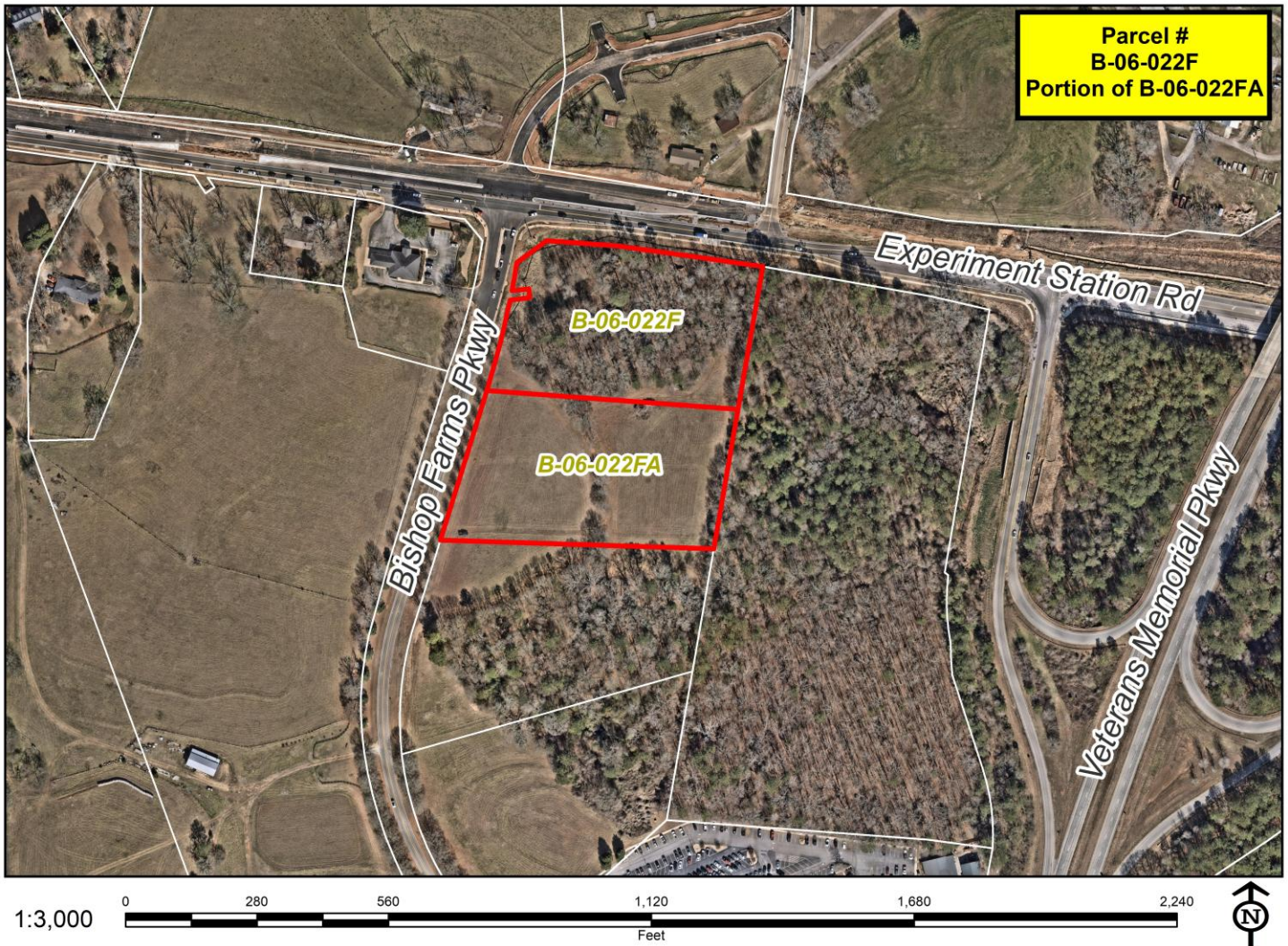
Amrey Harden, Member

Mark Saxon, Member

CONDITIONS

TAX MAP

VARIANCE # P25-0290 - KBB LLC



TYPED LEGAL DESCRIPTION**LEGAL DESCRIPTION**

All that tract, or parcel of land, together with all improvements thereon, containing 4.82 acres, more or less, lying and being in the 221ST District, G.M., Oconee County, Georgia, and being more particularly described as follows:

BEGINNING at a GPS monument with coordinates of a Northing of 1408739.58 and an Easting of 2521444.00 using the NAD 83 GSPCS western zone coordinate system; THENCE continuing North 09 degrees 52 minutes 32 seconds East 23.57 feet, THENCE along a curve turning to the left having a radius of 11,405.16 feet, an arc length of 128.81 feet and being subtended by a chord having a bearing of North 81 degrees 44 minutes 07 seconds West for a distance of 128.81 feet to a point, THENCE North 82 degrees 03 minutes 13 seconds West 184.75 feet to a point, THENCE North 82 degrees 52 minutes 04 seconds West 150.33 feet to a point, THENCE South 53 degrees 50 minutes 48 seconds West 78.72 feet to a point, THENCE South 09 degrees 44 minutes 48 seconds West 21.53 feet to a point, THENCE along a curve turning to the left having a radius of 1949.86 feet, an arc length of 39.28 feet and being subtended by a chord having a bearing of South 10 degrees 19 minutes 15 seconds West for a distance of 39.28 feet to a point, THENCE North 84 degrees 11 minutes 55 seconds East 36.47 feet to a point, THENCE South 05 degrees 04 minutes 13 seconds East 18.38 feet to a point, THENCE South 82 degrees 39 minutes 09 seconds West 42.23 feet to a point, THENCE along a curve turning to the right having a radius of 1949.86 feet, an arc length of 198.62 feet and being subtended by a chord having a bearing of South 14 degrees 23 minutes 13 seconds West for a distance of 198.40 feet to a point, THENCE South 17 degrees 15 minutes 33 seconds West 82.47 feet to a point, THENCE South 85 degrees 41 minutes 19 seconds East 547.17 feet to a point, THENCE North 09 degrees 52 minutes 32 seconds East 80.76 feet to an iron pin, THENCE North 09 degrees 52 minutes 32 seconds East 284.95 feet to a point BEING THE TRUE POINT OF BEGINNING.

Said tract being the same as Lot 1 on a Market Station Neighborhood Grocery Composite Plat by Pittman & Greer Engineering, P.C. dated October 13, 2025.

NARRATIVE

MARKET STATION NEIGHBORHOOD GROCERY

SPECIAL EXCEPTION VARIANCE FROM UDC SECTION 205.09.c.3.h SUBMITTED 12/01/2025

GENERAL DATA

Property Address: 0 Experiment Station Road
Parcels: B 06 022F, portion of B 06 022FA
Owner: KBB, LLC, William T Bishop (in order of parcel list)
Existing Zoning: AR3
Proposed Zoning: B1
Existing Use: Undeveloped
Proposed Use: neighborhood grocery store with fuel and home style restaurant
Property Area: 4.82 acres

ADJACENT LAND USES AND ZONING

North – Experiment Station Road with AG (residential use) across roadway
West – Bishop Farms Parkway with B1 (First American Bank) and AG (undeveloped) property across roadway (owned by same family as subject property)
South – AR3 (lot owned by same family and part of same rezone request)
East –AG (Board of Regents property)

OWNERSHIP TYPE

The development will be privately owned with a neighborhood grocery store along Experiment Station Road.

VARIANCE REQUEST NARRATIVE

A Special Exception Variance is being requested from Oconee County UDC Section 205.09.c.3.h (B1 architectural standards).

The proposed development consists of a neighborhood grocery store with a home style restaurant and fueling center. If the companion rezone is approved allowing this use in a B1 zoning, the UDC would require a 2-story building to have a footprint of less than 6,000 sf per floor and no tenant to be greater than 10,000. If the building was 1-story it could be 20,000 sf. By this UDC section if the building was 1-story it could be 20,000 sf but if it was 2-story it could only be 12,000 sf total. This section makes a 2-story building be almost half the size of a 1-story building. This is unrealistic and makes development difficult. The building proposed only has a small 2nd story so the main floor is smaller than the 1-story guideline. Also the proposed rezone could have been requested to B2 but the intent was to keep the zoning class less intensive than a B2 zoning since the use is allowed in B1. If the request had been to rezone to B2 this variance would not be needed.

COMPANION REZONE REQUEST

A companion rezone request to change the zoning from AR3 to B1 has been submitted along with this variance request.

COMPANION VARIANCE REQUEST

A companion variance request to vary from the roof requirements in the Mars Hill Overlay has been submitted along with this request. A 2nd companion variance to vary from the required buffer adjacent to incompatible uses has been submitted.

NARRATIVE

MARS HILL OVERLAY DISTRICT

The project will be within the Mars Hill Overlay District in the Mixed Use Development Land Use Category. The overlay has specific design guidelines which must be followed above and beyond UDC requirements.

ARCHITECTURAL ELEVATIONS



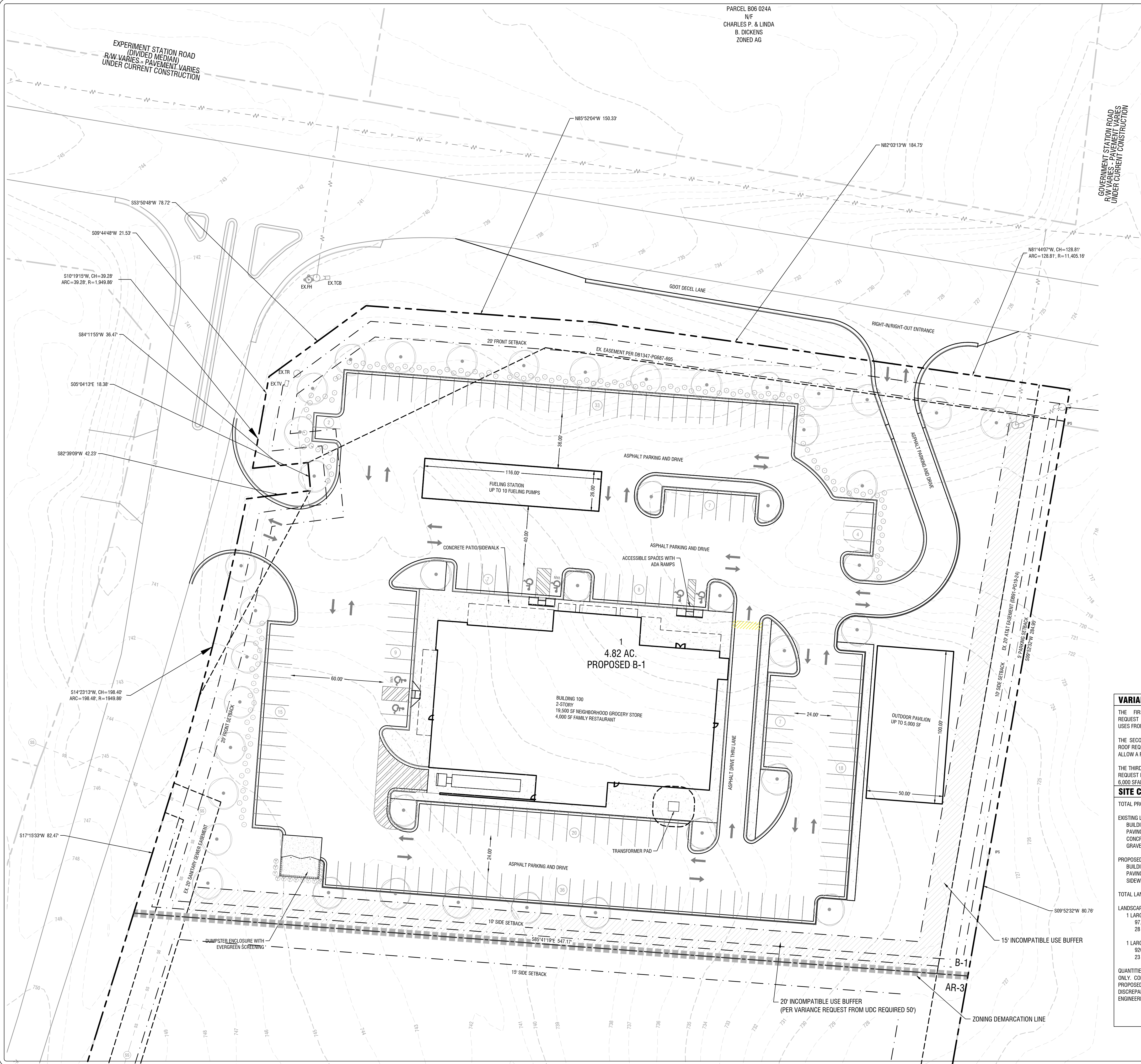
NARRATIVE



NARRATIVE



PARCEL B06 024A
N/C
CHARLES P. & LINDA
B. DICKENS
ZONED AG



VARIANCE REQUEST

THE FIRST REQUESTED VARIANCE IS FROM UDC SECTION 806. THE REQUEST IS TO REDUCE THE REQUIRED BUFFER BETWEEN INCOMPATIBLE USES FROM 50' TO 20' ALONG THE REAR PROPERTY LINE.

THE SECOND REQUESTED VARIANCE IS FROM UDC SECTION 206.04.D.7.A. ROOF REQUIREMENTS IN WARS HILL OVERLAY DISTRICT. THE REQUEST IS TO ALLOW A FLAT ROOF WITH TPO MATERIAL.

THE THIRD REQUESTED VARIANCE IS FROM UDC SECTION 205.09.C.3.H. THE REQUEST IS TO ALLOW A 2-STORY BLDG TO HAVE A FOOTPRINT BIGGER THAN 6,000 SF AND A TENANT SPACE LARGER THAN 10,000 SF.

SITE COVERAGE DATA

TOTAL PROJECT ACREAGE: 4.82 ACRES (LOT 1)

EXISTING LOT COVERAGE: 0.00 SF (0% OF SITE)

BUILDINGS: 0.00 (0% OF SITE)

PAVING: 0.00 (0% OF SITE)

CONCRETE & SIDEWALKS: 0.00 (0% OF SITE)

GRAVEL: 0.00 (0% OF SITE)

PROPOSED LOT COVERAGE: 135,285 SF. (64.43% OF NET SITE)

BUILDINGS & CANOPY: 29,250 SF. (13.93% OF NET SITE)

PAVING: 97,534 SF. (46.45% OF NET SITE)

SIDEWALKS & CONCRETE AREAS: 8,501 SF. (4.05% OF NET SITE)

TOTAL LANDSCAPE AREA: 74,674 SF. (35.57% OF NET SITE)

LANDSCAPING REQUIREMENTS:

1 LARGE TREE REQUIRED / 3,600 SF. OF VEHICLE USE AREA

97,534 SF. / 3,600 SF. = 27.1 REQUIRED

28 PROPOSED

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920 LF. / 40 LF. = 23 REQUIRED

23 PROPOSED

QUANTITIES AND PERCENTAGES ARE PROVIDED FOR PERMITTING PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES BEFORE PROVIDING A PROPOSED PRICE FOR SCOPE OF WORK TO BE PERFORMED. IF ANY DISCREPANCIES ARE FOUND, PLEASE REPORT TO PITTMAN & GREER ENGINEERING P.C. IMMEDIATELY.

REZONE CONCEPT PLAN NOTES

- DIMENSIONS AS SHOWN ARE TO THE FACE OF CURB, IF PRESENT, OR TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. BUILDING DIMENSIONS ARE SHOWN TO THE OUTSIDE FACE OF STRUCTURE.
- ALL CURB RADI SHALL BE 3.5' UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 8 - LANDSCAPING & BUFFERS OF THE OCOEE COUNTY UDC.
- SIGNAGE FOR THE PROJECT WILL REQUIRE SEPARATE PERMITS. DETAILS PERTAINING TO SIGN DESIGN, INCLUDING: SIZE, LOCATION, AND CONSTRUCTION SHALL BE SUBMITTED TO THE OCOEE COUNTY PLANNING AND CODE ENFORCEMENT OFFICES FOR REVIEW AND APPROVAL PRIOR TO ERECTION. ALL SIGNS SHALL BE IN COMPLIANCE WITH THE OCOEE COUNTY UDC AT THE TIME THE PERMITS ARE REQUESTED.
- ALL EXISTING UTILITIES AS ILLUSTRATED ON THE PLAN ARE APPROXIMATELY LOCATED.
- ALL PROPOSED UTILITIES AS ILLUSTRATED ON THE PLAN SHALL BE LOCATED WITHIN UTILITY EASEMENTS AS APPLICABLE.
- STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH ALL COUNTY, STATE, AND OTHER APPLICABLE ORDINANCES AND REGULATIONS IN EFFECT AT THE TIME OF SITE DEVELOPMENT PLAN APPROVAL.

PARKING DATA

REQUIRED PARKING: 103 SPACES
SUPERMARKET-FOOD STORES = 1 SPACE/300 SF. OF GROSS FLOOR AREA (19,500/300) = 65 MINIMUM REQUIRED SPACES
FAMILY RESTAURANT = 9.5 SPACES/1000 SF. GROSS FLOOR AREA (4,000/1,000)*9.5 = 38 MINIMUM REQUIRED SPACES

PROPOSED PARKING: 166 SPACES
STANDARD SURFACE: 80 (9'X19', 6 OF THOSE ARE HANDICAP ACCESSIBLE)
REDUCED SURFACE: 86 (9'X17.5')

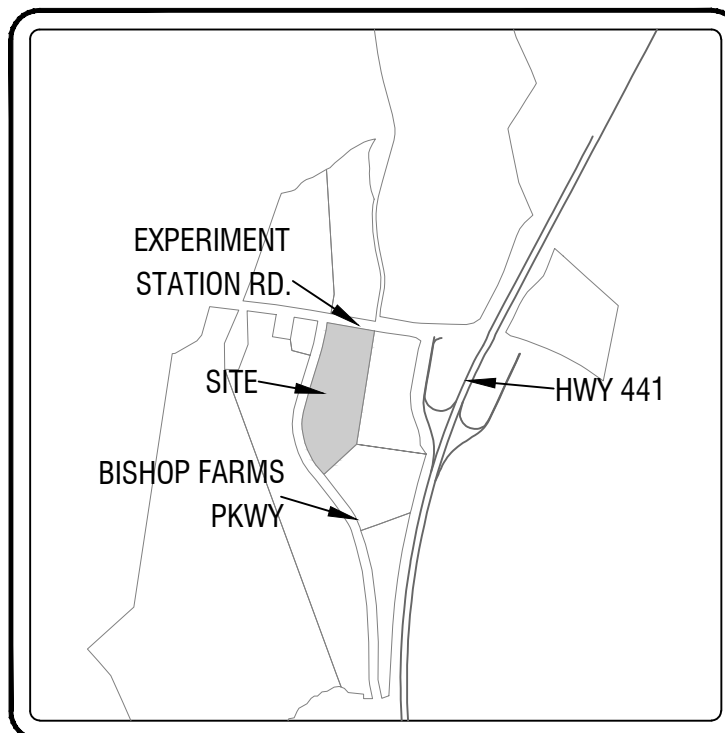
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VICINITY MAP - 1"=2000'



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1741 EXPERIMENT STATION ROAD
WATKINSVILLE GA 30677

WILLIAM T BISHOP (PARCEL B 06 022FA)
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DEVELOPER:
OCOEE MADE, LLC
ATTN: Cissy WATSON

AUTHORIZED AGENT:
PITTMAN & GREER ENGINEERING P.C.
1050 BARBER CREEK DRIVE, BLDG. 400
WATKINSVILLE, GEORGIA 30677
706.419.9244

PHYSICAL ADDRESS: 0 EXPERIMENT STATION ROAD

TAX PARCEL: B 06 022F, B 06 022FA, B 06 022FB, B 06 022FC

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CONTOUR INTERVAL: 1 FOOT GIS TOPO BY OCOEE COUNTY.

BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A BASELINE SURVEYING AND ENGINEERING INC. ADMINISTRATIVE SUBDIVISION PLAT FOR KBB, LLC, DATED 06.06.2023.

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PROPOSED ZONING: B1 AND AR3

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RESTAURANT WITH DRIVE THRU AND FUELING AND SINGLE FAMILY

LOTS

FLOOD PLAN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13219C0135E, WITH AN EFFECTIVE DATE OF 0.15.2022, FOR COMMUNITY PANEL NUMBER 130453, (OCOEE COUNTY), GEORGIA.

THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE.

THERE ARE NO WETLANDS DELINEATED ON SITE.

B1 ZONING REGULATIONS

MINIMUM LOT AREA (WITH SEWER): 10,000 SF.
MINIMUM LOT AREA (WITHOUT SEWER): 1.00 AC.
MINIMUM LOT WIDTH (WITH SEWER): 100'
MINIMUM LOT WIDTH (WITHOUT SEWER): 150'
MINIMUM BUILDABLE AREA: NA
MINIMUM AREA LYING ABOVE FLOODPLAIN: NA
MINIMUM FRONT YARD: 20' MAJOR THOROUGHFARE / 20' - MINOR STREET
MINIMUM SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM LOT COVERAGE: 70%

REVISIONS	DESCRIPTION	DATE

PITTMAN & GREER
ENGINEERING P.C.
1050 BARBER CREEK DRIVE - BLDG. 400
WATKINSVILLE GA 30677
P. 706.419.9244 - WWW.PITTMANGREER.COM

GEORGIA
REGISTERED
No. 1478
PROFESSIONAL
LANDSCAPE ARCHITECT
WILLIAM J. GREER
1987-2025

ISSUE PURPOSE
FOR REVIEW ONLY

MARKET STATION NEIGHBORHOOD
GROCERY
0 AC. - 0 EXPERIMENT STATION ROAD
OCOEE COUNTY, GEORGIA

N
SCALE 1" = 30'
0 15 30

PROJECT NUMBER
2025-025

811
Know what's below.
Call before you dig.

DATE
10.01.2025

VARIANCE
CONCEPT PLAN

VA01

**AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA
AND THE ZONING MAPS OF OCONEE COUNTY, GEORGIA**

TITLE

An Ordinance amending the Unified Development Code of Oconee County, Georgia, and the Zoning Maps of Oconee County, Georgia, pursuant to Article 12, Division I et seq., to revise the conditions for a previously approved rezone pursuant to an application for rezoning of property owned by Deferred Tax, LLC, initiated on October 7, 2025.

ENACTMENT CLAUSE

Pursuant to the authority conferred by the Constitution and Laws of the State of Georgia and after consideration of an application for zoning change initiated by The Oconee County Board of Commissioners on October 7, 2025, requesting to revise the conditions for previously approved rezones #8340 and #043 and to rezone from B-1 PUD (General Business District Planned Unit Development) and B-2 (Highway Business District) to OIP (Office Institutional Professional District), B-1 (General Business District), and B-2 (Highway Business District) for property located 1291 Virgil Langford Rd in, Oconee County, Georgia, (tax parcel nos. C-01-045 & C-01-045B), the Board of Commissioners of Oconee County does hereby ordain and enact to law the following:

SECTION 1. An Ordinance known as the “Unified Development Code of Oconee County, Georgia” as enacted and amended by the Board of Commissioners of Oconee County and the Zoning Maps described therein are hereby amended as follows:

The zoning change in conditions for the property described on the attached “Exhibit A” is hereby changed for the purpose as set forth in “Exhibit A” attached hereto.

Said rezone is subject to the following conditions: as set forth in “Exhibit A” attached hereto.

SECTION 2. Severability. It is intended that the provisions of this Ordinance be severable and should any portion be held invalid, such invalidity shall not affect any other portion of the Ordinance.

SECTION 3. Repeal of Conflicting Resolutions or Ordinances. All Resolutions or Ordinances and parts or sections of Resolutions or Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall take effect this date.

Said Zoning Petition was submitted to the Oconee County Board of Commissioners and a Public Hearing was duly held by the same at its regular meeting on January 6, 2026.

ADOPTED AND APPROVED, this 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

ACTION DENYING REZONE REQUEST

APPLICATION INITIATED BY: The Oconee County Board of Commissioners

APPLICATION INITIATION DATE: October 7, 2025

RE: Request to revise the conditions for previously approved rezones #8340 and #043 and to rezone from B-1 PUD (General Business District Planned Unit Development) and B-2 (Highway Business District) to OIP (Office Institutional Professional District), B-1 (General Business District), and B-2 (Highway Business District) on property located 1291 Virgil Langford Rd Oconee County, Georgia, (tax parcel nos. C-01-045 & C-01-045B) zoned B-1 PUD (General Business District Planned Unit Development) and B-2 (Highway Business District).

After consideration and a motion and second, the Oconee County Board of Commissioners does hereby deny the above-referenced request for rezoning.

This 6th day of January, 2026.

OCONEE COUNTY BOARD OF COMMISSIONERS

BY: _____
John Daniell, Chairman

ATTEST: _____
Mark Thomas, Member

Holly Stephenson
Clerk, Board of Commissioners

Chuck Horton, Member

Amrey Harden, Member

Mark Saxon, Member

EXHIBIT “A” TO REZONE NO P25-0223

Page 1 of 9

CONDITIONS

1. Development design and structures shall meet or exceed the standards indicated on the concept plan, narrative, representative architectural sketches, and other documents submitted with the zoning application and attached hereto. This condition shall not construe approval of any standard that is not in conformity with the Unified Development Code.
2. The owner at their own expense shall construct the improvements required by the County for public water and public waste services for the subject property shall convey same to the County, free of all liens. Said improvements shall include all on-site improvements and such off-site improvements as are required by the County to provide service to subject property.
3. At its expense, Owner shall make all right of way improvements and shall dedicate all rights of way which are required by the County after the County’s review of Owner’s development plans pursuant to the County’s ordinances and regulations. All such improvements shall be shown on the preliminary site plan and site development plans for the project and no development permit shall be issued until Owner has agreed to such improvements and dedication.
4. Service areas and dumpsters shall be visually screened from public view by a six-foot masonry wall with façade materials matching the exterior of principal structures with black painted metal/steel enclosure doors. Enclosure doors made of wood or chain link are prohibited.
5. All service and truck loading areas shall be screened from public view by a six-foot-tall masonry wall with façade material to match the exterior of the principal building.
6. In addition to the required 10-foot wide vehicle use area screening and landscape strip along Mars Hill Road, a 25-foot wide structural buffer shall be provided including trees as specified in UDC Sec. 808.04.b.1.b and evergreen plant material as specified in UDC Sec. 808.04.b.3.d.
7. An internal sidewalk network shall connect all uses within the development to sidewalks along Oconee Connector and Mars Hill Road. Pedestrian connectivity shall be provided throughout the development, including raised decorative crosswalks. Final design of the sidewalk network shall be subject to the approval of the Planning Director and shall be shown on the preliminary plat and site development plans for each phase of the development.
8. Pedestrian facilities shall be provided connecting the development to Hollow Creek Lane.
9. Along the full length of the private drives in both phases of the development, no sidewalks shall be located within the 10-foot wide landscape strip/vehicle use area screening.
10. All stormwater management ponds shall be enclosed by black vinyl coated chain link fencing and screened on all sides by a 25-foot-wide structural buffer including trees as specified in UDC Sec. 808.04.b.1.b and evergreen plant material as specified in UDC Sec. 808.04.b.3.d. Said buffer shall be provided in lieu of the required evergreen screening of UDC Sec. 116.03.b.5.
11. All proposed access design and traffic improvements shall be in accordance with the County Initiated Concept Plan and Traffic Impact Analysis- September 2025 (WSP Engineering).
12. For the entirety of the project’s frontage along Mars Hill Road, Mars Hill Road shall be upgraded to County street design standards for arterial roads as outlined in UDC Article 10. Road improvements shall be shown on the preliminary plat and site development plans for each phase of the development.
13. Inter-parcel access to adjacent properties shall be required in order to facilitate future access from the development to Virgil Langford Road. Said inter-parcel access shall comply with UDC Sec. 608.02 and shall be shown on the site development plans for Phase II. Phase 2 shall not receive a site development plan approval without access to Virgil Langford Road.
14. A new Traffic Impact Study for the Phase II, B-1 zoned area, shall be submitted for review and approval to the Director of Planning and Code Enforcement and Director of Public Works prior to submittal of the Site Development Plan for Phase II.
15. The total building square footage of the development shall not exceed 169, 825 square feet.
16. The development shall meet all standards of the Mars Hill Overlay District as outlined in UDC Sec. 206.04.

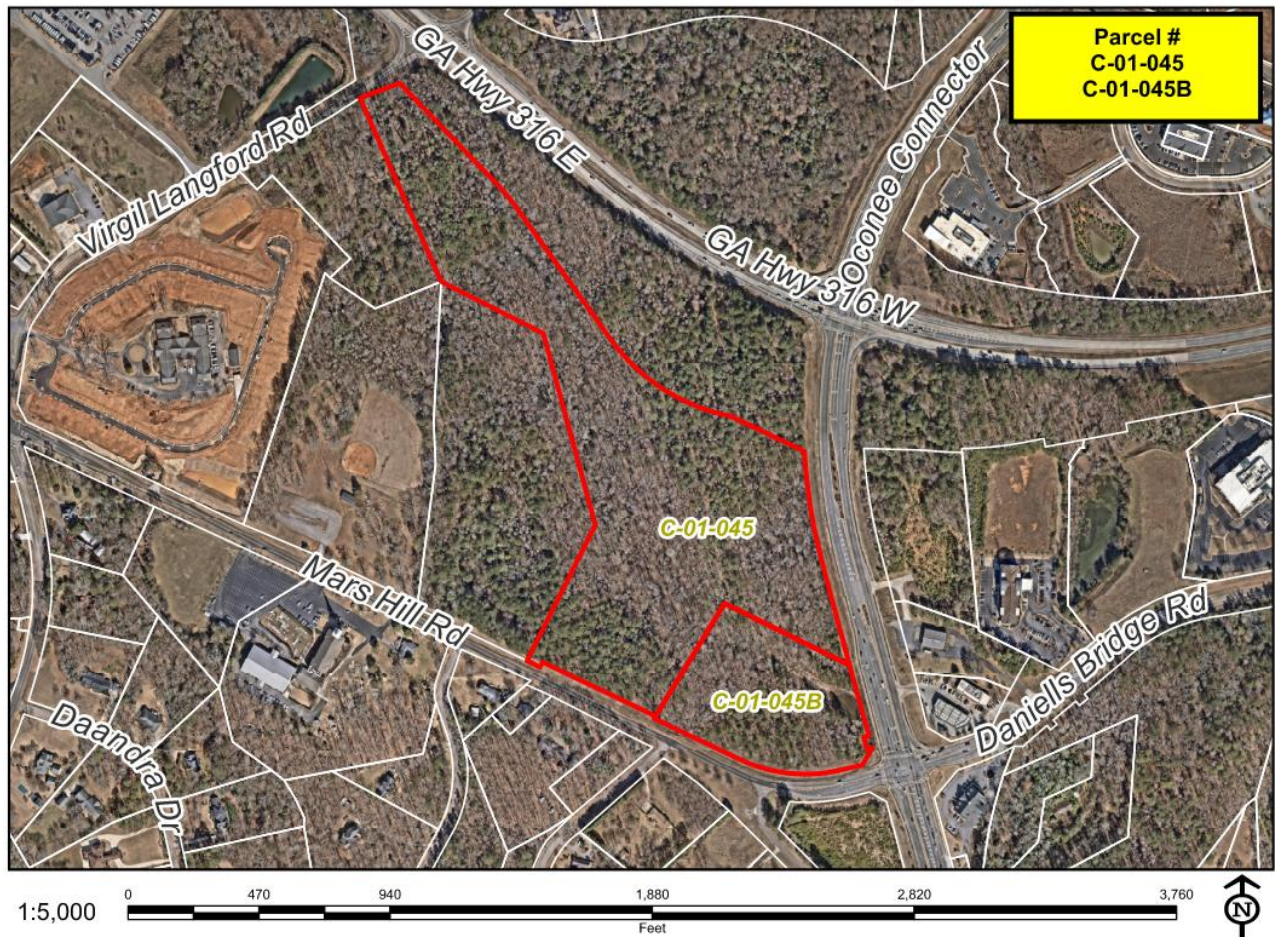
EXHIBIT "A" TO REZONE NO P25-0223

Page 2 of 9

17. The architectural standards of all buildings shall meet or exceed the standards indicated in the elevations submitted by BDG Architects with P22-0155, dated 7/5/2022, to include at least 80 percent of exterior wall surfaces to be either brick veneer, stone veneer or glass. Additional primary and accent materials are allowed as indicated in UDC Section 306.03.

TAX MAP

Rezone # P25-0223 - Oconee County BOC



MEMORANDUM

The Board of Commissioners is considering a Board Initiated Rezone for a +/- 33 acre site to modify a B-1 (General Business) PUD site plan specific zoning district that was impacted by right of way acquisition for SR 316/University Parkway/Mars Hill Road and the Virgil Langford/SR 316 bridge, as well as, a B-2 (Highway Business) zoning district that was reduced by the right of way acquisition for Oconee Connector/Mars Hill Road/ Daniels Bridge Road realignment. The new modified rezoning concept plan will have an OIP (Office Institutional Professional) zoning district along Mars Hill Road and a B-2 (Highway Business) zoning district along SR 316.

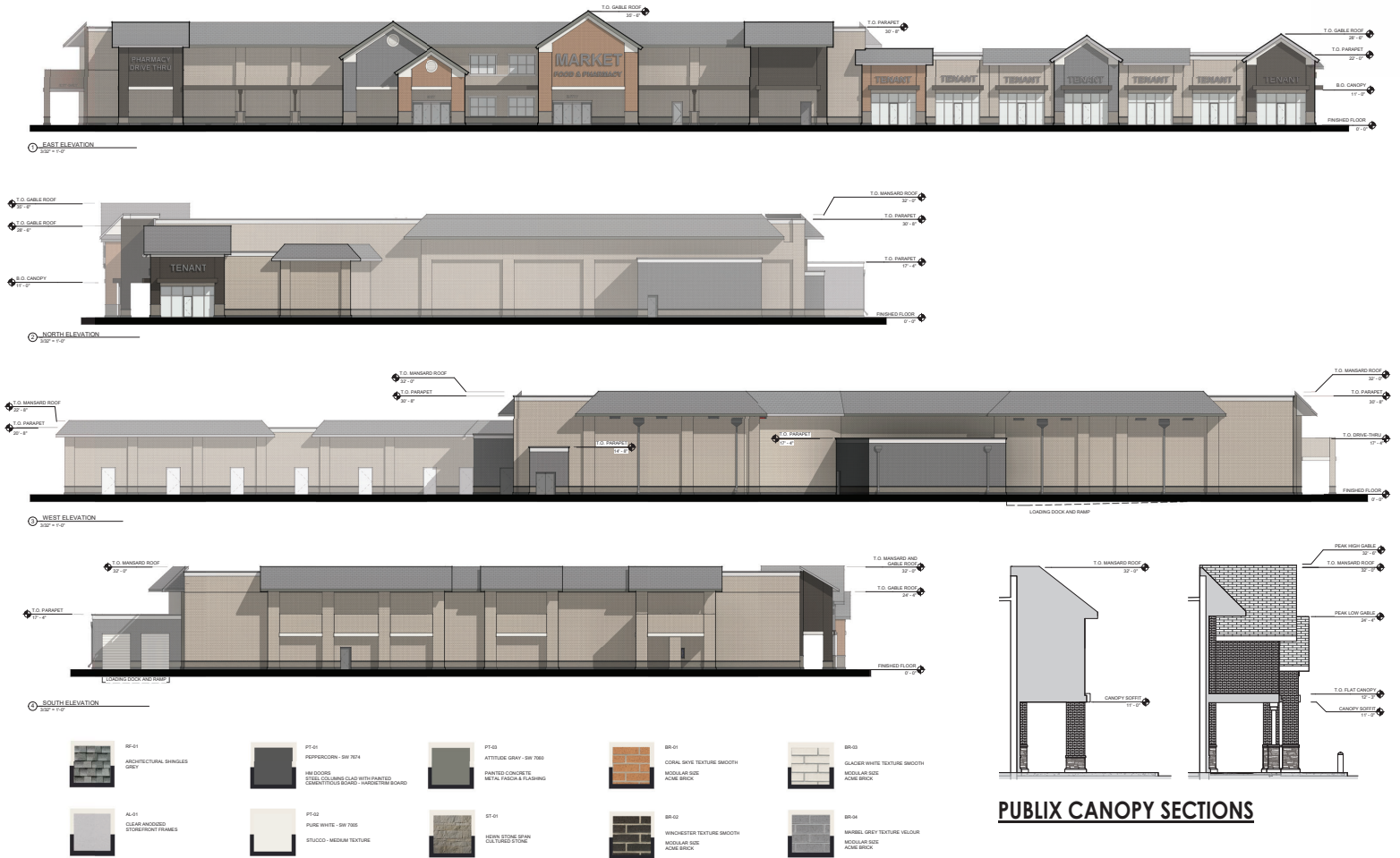
The original requested 19-acre B-2 rezone #8340 approved in 1988, allowed for 54,000 square feet of grocery, shopping center, office warehouse, bank, service station, nursery garden center and repair & supply center.

The original requested 50-acre B-1 PUD Rezone #043 approved in 1992, allowed 250,000 square feet of office, office/warehouse, restaurant, bank, fast food, and convenience store.

Because both rezones were impacted by the right of way acquisition for SR 316 improvements and the realignment of Oconee Connector/Mars Hill Road/ Daniels Bridge Road, the current owner attempted a rezone of the two properties in 2022. The Board of Commissioners denied the request.

The proposed Board Initiated Rezone would provide an updated rezone with conditions providing a non-residential density not to exceed 170,000 square feet with allowed uses of a supermarket, retail shopping plaza, drive in bank, automobile car wash, and general office. Conditions of the rezone will include, but not be limited to, office uses only along Mars Hill Road as indicated on the rezone concept plan, associated road improvements as indicated on the rezone concept plan, enhanced landscape buffers, architectural standards, and a phased approach for the development.

ARCHITECTURAL RENDERINGS



ARCHITECTURAL RENDERINGS

7/25/22, 12:00 M



Deferred Tax, LLC Rezone - Representative Architecture

1/1

ARCHITECTURAL RENDERINGS

7/23/22, 12 M



Deferred Tax< LLC Rezone - Representative Architecture

1/1

ARCHITECTURAL RENDERINGS

7/25/22, 11:00 AM



Deferred Tax, LLC Rezone - Representative Architecture

Page 8 of 9

EXISTING BURELS

2/17/06

FILED IN PLAT BOOK 36 PAGE 22
06 FEB 17 P4 2:40
DATE 2-17-06
CERIAL LAMAR SMITH

CALL TABLE

LINE	CHORD BEARING	CHORD	ARC	RADIUS
1	S41°03'48"E	200.99'	201.30'	1045.92'
2	S57°10'18"E	518.17'	530.68'	703.11'
3	S08°05'01"E	405.53'	406.24'	2009.92'
4	S30°07'33"W	70.71'		
5	S75°07'33"W	60.83'		
6	N64°07'15"W	382.04'	390.07'	553.13'
7	N31°34'06"E	10.04'		
8	S25°32'31"W	20.00'		
9	N02°35'49"W	156.59'		
10	N64°27'28"W	51.79'		

LEGEND

ATF	ANGLE IRON FOUND
AD	APPROXIMATE
APRX	APPROXIMATE
BC	BACK OF CURB
BL	BUILDING SETBACK LINE
BWF	BURIED WIRE FENCE
CMB	CURB & GUTTER
CT	CRIMP TOP PIPE
CT	CURB INLET
CL	CENTER LINE
CMF	CONCRETE MONUMENT FOUND
CMC	CORRUGATED METAL PIPE
CNC	CONCRETE
DB	DEED BOOK, PAGE
DE	DRAINAGE EASEMENT
DT	DITCH INLET
DIP	DUCTILE IRON PIPE
EP	EDGE OF PAVEMENT
EX	EXISTING
FI	FIRE HYDRANT
GP	GUY POLE
GN	GUY WIRE
H	HEADWALL
HMF	HOD WIRE FENCE
IE	INVERT ELEVATION
IRF	IRON PIN FOUND
JB	JUNCTION BOX
LL	LAND LOT LINE
LLL	LAND LOT LINE
LP	LIGHT POLE
MH	MANHOLE
N/F	NOW OR FORMERLY
OT	OPEN TOP PIPE
P	POWER LINE
PL	PROPERTY LINE
PS	PLAT SLIDE, PAGE
POB	POINT OF BEGINNING
PP	POWER POLE
R	RADIUS
REAR	REAR
R/W	RIGHT OF WAY
S/W	SIDEWALK
SWCB	SINGLE WING CATCH BASIN
SP	SQUARE FEET
TBX	TELEPHONE BOX
TR	TRANSFORMER
TP	TELEPHONE POLE
TSP	TRAFFIC SIGNAL POLE
USP	UNDERGROUND POWER
W	WEIR INLET
W	WATER LINE
WM	WATER METER
WV	WATER VALVE

AREA SUMMARY:
TRACT 1 - 26.802 ACRES
TRACT 2 - 6.855 ACRES
TRACT 3 - 13.234 ACRES
TOTAL - 46.891 ACRES

TRACT 1
AREA: 26.802 ACRES

TRACT 2
AREA: 6.855 ACRES

TRACT 3
AREA: 13.234 ACRES

GENERAL SITE NOTES:

1. THE FIELD DATA, COLLECTED BETWEEN 02-08-06 & 02-09-06, UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ON FOOT IN 50,012 FEET AND AN ANGULAR ERROR OF 02 SECONDS PER ANGLE WAS ADJUSTED USING THE COMPASS RULE. A TOPCON GTS-313 TOTAL STATION WAS USED TO OBTAIN LINEAR & ANGULAR MEASUREMENTS.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 313,720 FEET.
3. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP OF OCONEE COUNTY, GEORGIA AS SHOWN ON COMMUNITY PANEL NO. 130453 0030 C, DATED APRIL 17, 1995.
4. DURING THE FIELD SURVEY PERFORMED ON THIS SITE THERE WAS NO VISIBLE, ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED, HOWEVER A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE WAS NOT DONE BY THIS SURVEYOR. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN BURIAL AREAS OR CEMETERIES THAT MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.
5. THE BEARING BASE FOR THIS PLAT IS BASED UPON "GRID NORTH" GEORGIA WEST ZONE, 1963 ADJUSTMENT AND CALCULATED FROM FIELD ANGLES TURNED.
6. EASEMENTS, IF ANY, ALONG UTILITIES DEPICTED HEREON ARE NOT KNOWN. NO RECORDED DOCUMENTATION, OTHER THAN THOSE DESCRIBED HEREON, COULD BE OBTAINED BY THIS SURVEYOR TO CLARIFY THE MATTER ANY FURTHER THAN SHOWN HEREON.
7. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE-GROUND, VISIBLE STRUCTURES BEING CONNECTED TOGETHER IN THE MOST LOGICAL MEANS POSSIBLE AS APPROXIMATE IN LOCATION.
8. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY OR RESTRICTIONS WHICH ARE NOT RECORDED OR DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE KNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
9. WETLAND LOCATIONS SHOWN HEREON WERE FIELD LOCATED AT THE TIME OF THIS SURVEY BASED UPON WETLAND FLAGGING FOUND ON-SITE. HOWEVER, IT IS UNKNOWN TO THIS SURVEYOR WHEN THE FLAGGING WAS PLACED OR BY WHOM, THEREFORE THIS SURVEYOR DOES NOT WARRANT ANY LIABILITY AS TO THE ACCURACY OF THE LOCATIONS.
10. A 10' PERMANENT FORCE MAIN EASEMENT EXISTS AS SHOWN HEREON. REFER TO DEED BOOK 556, PAGES 684-687 & DEED BOOK 557, PAGES 101-102 FOR ADDITIONAL INFORMATION.

SITE REFERENCE:
REFER TO DB 313, PGS 280-285,
DB 729, PGS 269-302 & PG 729
PG 285 FOR ADDITIONAL INFORMATION

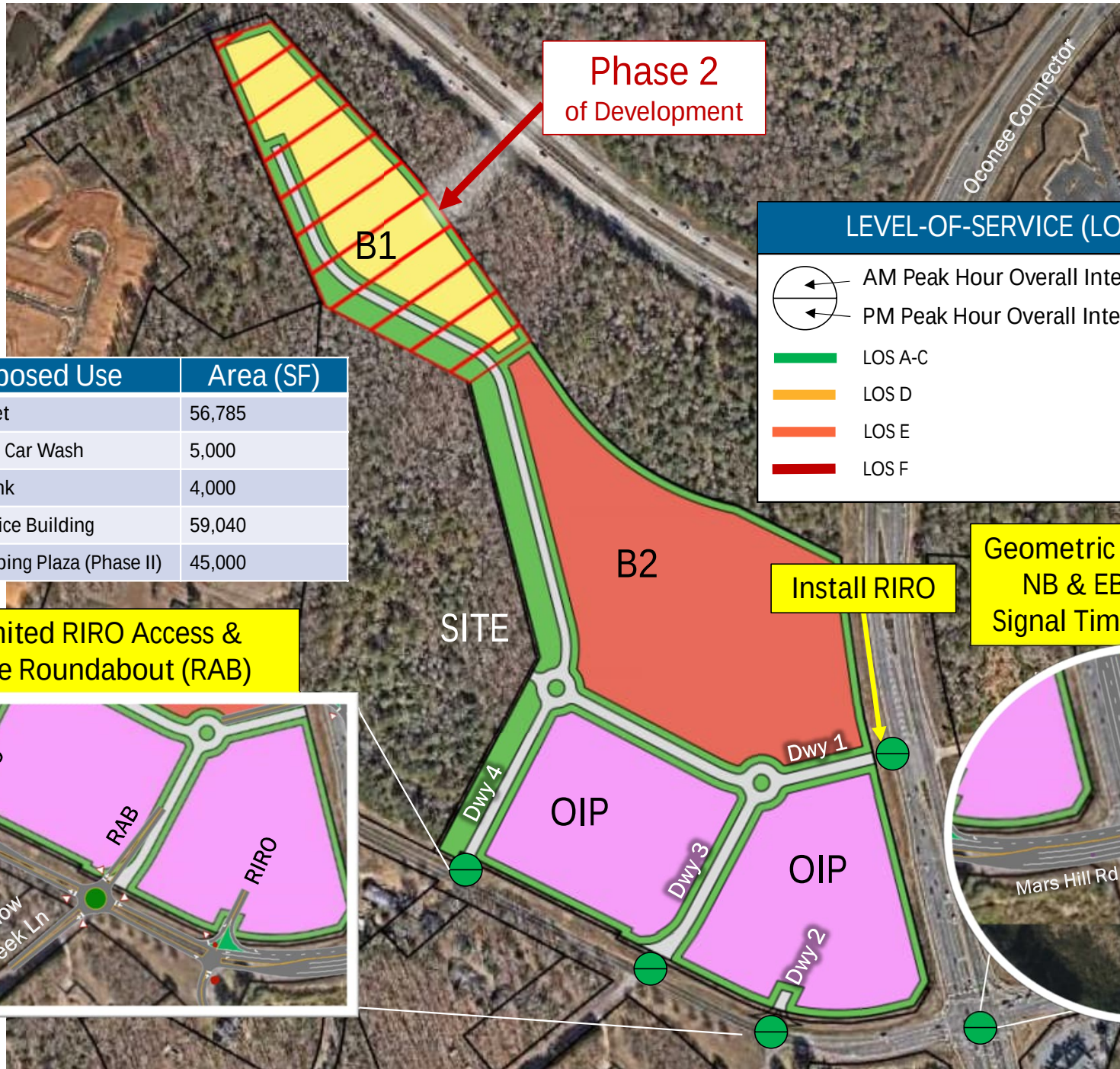
THIS PLAT IS FOR THE EXCLUSIVE USE OF MAXIE PRICE, LLC. USE BY ANY THIRD PARTIES IS AT THEIR OWN RISK.

SHEET 1	OF 1	THIS PLAT IS NOT VALID UNLESS IT Bears THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.	
DATE: 02/14/06 SCALE: 1" = 200' FILED BY/DYI JOB# G206020.MAR DRAWN BY MSA		GRAPHIC SCALE 0' 100' 200' 400'	NO. DATE DESCRIPTION
			REVISIONS

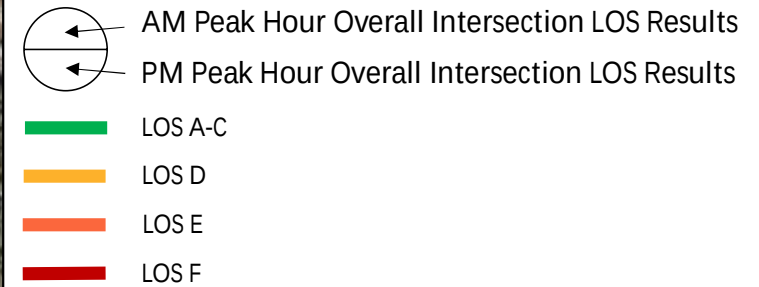
LOCATED IN
MILITIA DISTRICT 1331
LEE COUNTY, GEORGIA



COUNTY INITIATED CONCEPT PLAN- P25-0233-2026 Build Condition Mitigation (with Site Traffic) Recommended Intersection/Site Access Traffic Control Improvements



LEVEL-OF-SERVICE (LOS) LEGEND

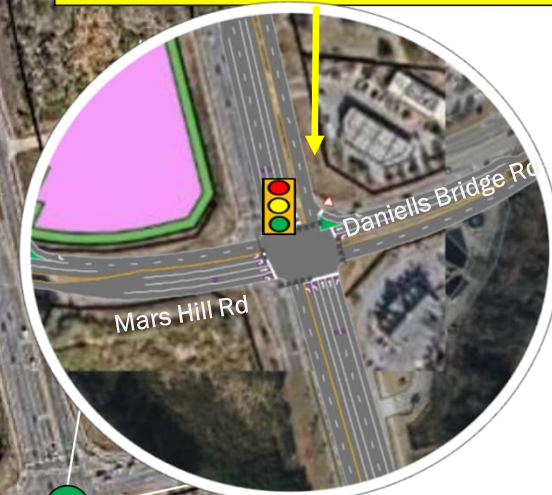


Zoning	Proposed Use	Area (SF)
B2	Supermarket	56,785
B2	Automobile Car Wash	5,000
B2	Drive-In Bank	4,000
OIP	General Office Building	59,040
B1	Retail Shopping Plaza (Phase II)	45,000

Install Limited RIRO Access & Single-Lane Roundabout (RAB)



Geometric (new Dual Lefts on NB & EB Approaches) & Signal Timing Improvements





Oconee County Department Memorandum

DATE: December 23, 2025
TO: Holly Stephenson
FROM: Melissa Braswell
SUBJECT: Jail Walk-In Cooler/Freezer Replacement

ISSUE SUMMARY:

The jail's walk-in cooler/freezer has reached the end of its useful life and requires replacement. The unit is approximately 20 years old and is the original cooler/freezer installed when the jail was constructed. Despite multiple attempts to reseal the walls, moisture intrusion continues to occur. In addition, the condenser units have active leaks, and replacement parts for the internal components are no longer available due to the age of the equipment.

RECOMMENDATION:

Consider a budget amendment for the life of the project in the amount of \$79,656 for replacement of the jail walk-in cooler/freezer, including demolition and installation, temporary refrigerated storage during construction, and associated fire protection work.

FINANCIAL IMPACT:

Three quotes were obtained and the jail recommends moving forward with Manning Brothers at a cost of \$76,095.66. The estimated demolition and installation period is one to two weeks. During this time, the jail will require temporary refrigerated storage to safely store food. Mobile cooler and freezer units can be rented at a cost of \$2,560 (two units for one month). Additionally, services will be needed to remove and reinstall the sprinkler head located inside the cooler/freezer. This cost is estimated not to exceed \$1,000.

The total anticipated cost of this project is \$79,655.66. Approval of a budget amendment is requested to utilize available assigned fund balance in the Capital Projects Fund for this project.



Oconee County Department Memorandum

DATE: November 18, 2025

TO: Board of Commissioners

FROM: Jody Woodall, PE – Public Works Director

SUBJECT: SR 53 at Rays Church Road/Malcom Bridge Road Project Framework Agreement

ISSUE SUMMARY:

Discuss a project framework agreement for Georgia Department of Transportation funding support for the design activities of the SR 53 at Rays Church Road/Malcom Bridge Road. In light of extensive reviews, GDOT has agreed to contribute \$500,000.00 to the design activities of the roundabout project.

RECOMMENDATION:

Public Works recommends approving the Project Framework Agreement and authorizing the Chairman to execute necessary documents



Oconee County Department Memorandum

DATE: January 6, 2025

TO: Board of Commissioners

FROM: Jody Woodall, PE – Public Works Director

SUBJECT: SR 53 at Rays Church Road/Malcom Bridge Road and SR 53 at Snows Mill Road/Rocky Branch Road Contract Modification and Budget Amendment

ISSUE SUMMARY:

Due to significant GDOT comments and redesign during the review process, contract modifications for the roundabouts at SR 53 at Rays Church Road/Malcom Bridge Road and SR 53 at Snows Mill Road/Rocky Branch Road design contract with Thomas & Hutton. The contract modification will add \$133,580 to the design of SR 53 at Snows Mill Road/Rocky Branch Road and \$411,077 for a total of \$544,657 to the design of SR 53 at Rays Church Road/Malcom Bridge Road and SR 53 at Snows Mill Road/Rocky Branch Road. A corresponding Project Framework Agreement with GDOT for \$500,000 is included to offset the direct design costs to the county.

RECOMMENDATION:

Public Works recommends approving the Contract Modification of \$544,657, authorizing the Chairman to execute necessary documents, and approving future budget amendments up to the contract amount for the life of the project.



Oconee County Department Memorandum

DATE: December 11, 2025
TO: Holly Stephenson
FROM: Melissa Braswell
SUBJECT: FY27 Budget Submittal Plan

ISSUE SUMMARY:

The FY27 budget submittal plan is attached and includes public hearings on May 5th and May 19th, with budget adoption scheduled on June 2, 2026.

(Background)

This information is presented annually to the Board of Commissioners for approval.

RECOMMENDATION:

I recommend approval of the FY27 Budget Submittal Plan

FY27 BUDGET SUBMITTAL PLAN

Date	Event/Task
January 6, 2026	FY27 Budget Submittal Plan Adoption by Board of Commissioners
January 7, 2026	Budget Request To Offices and Departments
February 13, 2026	Budget Request Deadline
March 2 - 13, 2026	Recommendation Back to Departments
March 16 - 18, 2026	Recommendation Review Meeting as Requested
March 19 - April 10, 2026	Budget Consolidation
April 13 - 17, 2026	Commissioners Review of Recommendations
May 5, 2026	1st Public Hearing
May 19, 2026	2nd Public Hearing
June 2, 2026	Budget Adoption

STATE OF GEORGIA
COUNTY OF FULTON

MEMORANDUM OF AGREEMENT BETWEEN
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND
OCONEE COUNTY

This Memorandum of Agreement (the “MOA”) is made and entered into this _____ day of _____, 20____ (“Effective Date”) by and between the Georgia Department of Community Affairs (“DCA”), whose address is 60 Executive Park South, NE, Atlanta, Georgia 30329 and Oconee County (“Designee”), whose address is 7635 Macon Highway, Watkinsville, GA, 30677, collectively referred to as the Parties.

WHEREAS, DCA offers a PlanFirst (“PlanFirst”) program that recognizes and rewards communities that clearly demonstrate an established pattern of successfully implementing their local comprehensive plan;

WHEREAS, the PlanFirst designation is awarded to local governments on an individual basis;

WHEREAS, on May 15, 2025, the Designee applied to be considered an eligible community under the PlanFirst program;

WHEREAS, on September 15, 2025, DCA approved, recognized, and awarded the Designee to be designated as a PlanFirst community; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, DCA and the Designee do hereby agree as follows:

1. **Term:**

- a. This initial term of this MOA shall commence on the Effective Date and shall be for a period of three (3) years from the 1st day, of January 2026 to the 31st day, of December 2028, unless terminated pursuant to the termination provision contained in this MOA.

2. **DCA’s Responsibilities:**

- a. DCA agrees to the following:
 - i. To provide the Designee access to DCA tools and assistance in support of the Designee’s plan implementation goals for the duration of this MOA;

- ii. To provide the Designee state-wide recognition for plan implementation successes:
 - 1. To recognize the Designee on DCA's website;
 - 2. To list the Designee on all PlanFirst outreach flyers;
 - 3. To list the Designee on all PlanFirst presentations; and
 - 4. To provide and award the Designee one plaque and one certificate for their recognition as a PlanFirst Designee.
- iii. To provide the Designee access to three additional bonus points on Housing Tax Credit applications with an approved revitalization plan;
- iv. To provide the Designee eligibility to compete annually (rather than biannually) for state-administered Community Development Block Grant ("CDBG") funding (Department of Housing and Urban Development CDBG non-entitlement communities, only);
- v. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through the Employment Incentive Program ("EIP");
- vi. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through DCA's Redevelopment Fund Program;
- vii. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through DCA's Downtown Development Revolving Loan Fund Program ("DDRLF");
- viii. To provide the Designee free attendance at any community planning institute event for up to two community representatives per PlanFirst designation cycle;
- b. DCA agrees to refer the Designee to GEFA for an interest rate reduction of 50 basis points (½%) for approved state loans.

3. **The Designee's Responsibilities:**

- a. The Designee agrees to the following:
 - i. To continue to strive for planning excellence in all areas of comprehensive plan development and implementation;
 - ii. To participate in the PlanFirst program by supporting a staff member's participation as a PlanFirst Reviewer, for application review as well as on-site visits to applicant;
 - iii. To participate as a presenter at a community planning institute event, when and if called upon;
 - iv. To submit one plan implementation success story for inclusion on DCA's planning success stories and best practices when requested by DCA's program manager (no more than once per year);
 - v. To maintain eligibility as a qualified local government ("QLG") by having an approved comprehensive plan and service delivery strategy and being current on all required reporting to DCA. In the event of loss

- of the QLG status by a PlanFirst community, the incentives awarded by designation will be suspended until QLG status is restored; and
- vi. To promulgate the comprehensive plan and foster local access to the plan by making it generally available through the community's website.

4. **General Provisions:**

- a. **Entirety of Agreement:** This MOA represents the entire MOA between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- b. **Amendments:** Either party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA, that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOA.
- c. **Termination:**
 - i. If the Designee violates any of its responsibilities under this MOA, DCA shall thereupon have the right to terminate this MOA; however, DCA must give a written notice of this intention to do so by providing at least thirty (30) days notice to the Designee.
 - ii. Once this MOA is terminated, the Designee shall return any affected loan percentage rates back to the current normal interest rate and discontinue using any PlanFirst branding or identifying marks associated with the PlanFirst designation.
- d. **Authority.** The undersigned hereby attests that he is authorized to enter into this MOA on behalf of the Designee and certifies that neither the Designee nor its officials have violated any applicable provision of state law in the execution of this MOA.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this MOA to be effective as of the day and year first written above.

OCONEE COUNTY

**GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS**

By: _____
Name: John Daniell
Title: Chair

By: _____
Name: G. Christopher Nunn
Title: Commissioner

CONFIDENTIAL AGREEMENT

This Confidential Agreement (“Agreement”) is entered into by and between Publix Super Markets, Inc. (“Publix”) and Oconee County, Georgia (“the County”). Publix and the County are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

A. Recitals

1. The County filed a complaint asserting various causes of action, including claims arising from and relating to the manufacturing, marketing, advertising, distribution, selling, and dispensing of opioid medications, including the filling of prescriptions for opioid medications:

Oconee County, Georgia v. Purdue Pharma, L.P. et al., CAN: 1:18-op-45219, which the County amended on or about March 15, 2019, to name Publix, among other additional defendants (the “Lawsuit”).

2. Among other claims, the Lawsuit seeks to assert claims for public nuisance brought on behalf of the County’s residents and based on Publix’s alleged acts or omissions both within and outside of the territorial jurisdiction of the County (the “Publix Nuisance Claims”).

3. Publix (i) denies any wrongdoing relating to the allegations and claims concerning it in the Lawsuit and (ii) maintains that it would be able to successfully defend against such allegations and claims at trial, that the facts do not support the allegations, that it has not engaged in any misconduct or unlawful activity, and that it has not caused any harm to the County or its residents.

4. To avoid the expense and uncertainty of litigation, including the interruptions caused by such potential protracted litigation, the County and Publix have engaged in efforts to resolve the Lawsuit as they concern Publix.

5. The Parties reached a resolution in principle and now enter into this Agreement, which memorializes in writing the terms on which such resolution was reached. This Agreement will take effect upon the date of the last Party’s signature hereto (the “Effective Date”).

6. By entering into this Agreement, Publix denies any liability or wrongdoing on its part and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing.

B. Agreement

In consideration of the promises, representations, warranties, covenants, and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, by their respective authorized representatives, covenant and agree as follows:

PAGE 1 OF 11

Oconee County, GA _____

Publix _____

County Outside Counsel _____

1. **Release & Covenant Not to Sue.** Upon delivery of the Community Contribution Funds as provided in Section B(3) of this Agreement below, the County (including its respective departments; agencies; divisions; commissions; districts; fire districts; irrigation districts; water districts; law enforcement districts; emergency service districts; special districts; boards; instrumentalities of any kind; attorneys; officers; councilmen; and any other persons or entities within the control of any of the foregoing or through which any of the foregoing may take action or on whose behalf they have the right to give the releases set forth in this Agreement) forever releases and discharges the Publix Released Parties for and from the Released Matters.

The “Publix Released Parties” are Publix and its direct and indirect companies, parent companies, subsidiaries, and affiliates, including Real Sub, LLC, as well as the present, future, and former partners, members, shareholders, officers, directors, employees, agents, representatives, attorneys, predecessors, successors, insurers, and assigns of each and every one of the foregoing.

The “Released Matters” are:

- (a) any and all claims asserted or that could have been asserted against Publix in the Lawsuit;
- (b) any act, failure to act, statement, error, omission, violation of any law, statute, regulation, ordinance, breach of duty, negligence, misstatement, past, present, or future causes of action, claims for relief, crossclaims or counterclaims, theories of liability, demands, derivative claims, requests, assessments, charges, covenants, damages, debts, liens, losses, penalties, judgments, rights, obligations, disputes, suits, contracts, controversies, agreements, parens patriae claims, promises, performances, warranties, omissions, or grievances of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local statute, regulation, guidance, ordinance, common law, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or that may hereafter accrue, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys’ fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever against the Publix Released Parties, from the beginning of time through the Effective Date (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of

PAGE 2 OF 11

Oconee County, GA _____

Publix _____

County Outside Counsel _____

duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity), arising from or relating in any way to the Covered Conduct.

“Covered Conduct” means

- (i) distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, handling, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, loss, theft, diversion and/or any similar act or failure to act related to any Product. “Product” means (1) any controlled substance that is an opioid or opiate, benzodiazepine, muscle relaxer, or stimulant, as well as any product containing any such controlled substance, and/or (2) any non-controlled chemical substance prescribed, sold, bought, or dispensed to be used together or in a combination or “cocktail” that includes opioids or opiates;
- (ii) the use and/or abuse of any Product; orders, prescriptions, formularies, guidelines, payments and/or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim and/or benefit administration, claim adjudication, plan design, data and/or sales thereof, and/or any similar act or failure to act relating to any Product; and/or any system, plan, policy and/or advocacy relating to any Product, including, but not limited to, unbranded promotion, marketing, programs, and/or campaigns related to any Product and/or class of Product;
- (iii) the characteristics, properties, risks and/or benefits of any Product;
- (iv) the reporting, disclosure, non-reporting and/or non-disclosure to federal, state and/or other regulators of orders and/or prescriptions, theft, loss, diversion and/or any similar conduct related to any Product;
- (v) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, and/or converting any Product; or
- (vi) controls or lack of controls against diversion, corresponding responsibility, and/or suspicious order monitoring related to any Product.

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Oconee County, GA _____

Publix _____

County Outside Counsel _____

- (c) And the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of the Product, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that (as alleged by the County) have allegedly been caused by Publix, including, but not limited to, all harms allegedly flowing from the activities described in Sub-Section B(1)(a) and B(1)(b)(i)-(vi).

This release is broad and shall be interpreted so as to give the Publix Released Parties the broadest possible bar against any liability relating in any way to any of the Released Matters. This Agreement shall be a complete bar to any of the Released Matters, including actions by third parties seeking to recover for harms to or in the County's geographic territories allegedly related to or caused by the Released Matters. The Parties agree this release is intended to cover and to resolve any and all claims and any and all liability of Publix associated with the public nuisance and harm resulting therefrom alleged under the Public Nuisance Claim to have been caused or contributed to by Publix with respect to the County's residents or otherwise within the geographic territories of the County including, without limitation, claims for and liability associated with abatement of same.

The County further covenants not to institute, participate in (except as compelled by judicial process), or continue any proceeding, suit, or action, at law or in equity, and including any administrative action, against any Publix Released Parties over any of the Released Matters.

2. Remedies.

a. **No rescission.** Notwithstanding anything to the contrary in this Agreement, no breach of this Agreement and no alleged mistake, misrepresentation, or omission will be cited as a basis for withdrawing, rescinding, excusing, or terminating any of the promises, obligations, waivers, or releases set forth in this Agreement.

b. **Breach of Covenant Not to Sue.** The commencement or continuation of any action or proceeding, or portion of an action or proceeding, that is inconsistent with the release and covenant not to sue will be deemed a breach of this Agreement, for which Publix Released Parties will be entitled to recovery of all resulting costs and reasonable attorneys' fees as part of any judgment or disposition of such action, whether or not asserted in the form of a counterclaim or separate prayer for relief, and without limitation of any other available damages and remedies. The Parties acknowledge that the breach of the above covenant not to sue would cause immediate and irreparable harm for which money damages would be inadequate. In the event of such breach, the County agrees that such covenant not to sue may be enforced by specific performance and injunctive relief without proof of actual injury.

c. **Remedies Not Exclusive.** No remedy set forth in this Agreement will be construed as an exclusive remedy but will be deemed in addition to all other remedies available at law or in equity.

3. **Community Contribution Funds.** In connection with this Agreement, Publix will pay a total of Twelve Thousand Two Hundred Twenty Dollars and Zero Cents (\$12,220.00) (“Community Contribution Funds”), which will be paid as follows:

a. **Community Contributions.** Publix will pay community contributions to the County in the amount of **\$9,662.34** (“Community Contributions”). The Community Contributions will be: (i) made payable to “Oconee County, Georgia”; (ii) delivered within 60 days of the Effective Date, withdrawal of the Proposed Amendment (as it concerns Publix), or Publix’s receipts of necessary documentation (i.e., satisfactory, completed W-9), whichever is latest; and (iii) delivered to the following:

Oconee County, Georgia
c/o Melissa Braswell, CPA, Finance Director
Oconee County Board of Commissioners
Attention: Finance
7635 Macon Highway, Box 700
Watkinsville, GA 30677

b. **Attorneys’ Fees and Costs.** Publix will pay **\$1,832.98** in satisfaction of all attorneys’ fees and costs associated with the Lawsuit, this Agreement, and the Released Matters. Neither the County, Blasingame, Burch, Garrard & Ashley, P.C. (“County Outside Counsel”), any law firm, nor any attorney will seek to collect any additional amounts for attorneys’ fees or costs related in any way to the prosecution or resolution of the County’s claims against Publix concerning the Lawsuit, this Agreement, or the Released Matters.

c. **Common Benefit Fund.** The Parties agree that, under the Ongoing Common Benefit Fund Orders, *see In re: National Prescription Opiate Litigation*, Case No. 1:17-md-2804, N.D. Ohio (ECF Nos. 4428, 4503, and 5100), the amount owed to the Common Benefit Fund as a result of this Agreement is 7.5% of the Community Contributions, *i.e.*, **\$724.68** (“Common Benefit Fund Withhold”). In accordance with this paragraph and the Common Benefit Fund Orders, Publix will withhold that amount and transfer it to the Common Benefit Fund Administrator. If the Court orders that the amount required under the Common Benefit Fund Orders as a result of this Agreement is more than the Common Benefit Fund Withhold under this paragraph, then the amount of the difference will be remitted by the County to Publix for payment in accordance with the Common Benefit Fund Orders.

4. **Attorneys’ Fees and Costs.** The Parties will bear their own attorneys’ fees, expenses, and costs in connection with this Agreement, the Lawsuits, and the Released Matters, including, without limitation and subject to the Common Benefit Fund Withhold identified in Section B(3) above, any amounts required to be paid pursuant to the direction of the courts

overseeing the Lawsuit and/or any participation agreement as referenced in the Ongoing Common Benefit Fund Order or any co-counsel arrangement otherwise entered into by the County and/or County Outside Counsel. Notwithstanding the foregoing, in the event of an action by any Party to enforce the terms of this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees as part of any judgment or disposition of such action, whether or not pleaded as a separate prayer for relief, claim, or cause of action.

5. County Outside Counsel's Representations.

a. **Scope of Engagements.** County Outside Counsel represents and agrees that the only clients that they represent that alleges any cause of action, nuisance, injury (economic or otherwise) arising from or relating to the Released Matters are the County, Cherokee County, Georgia, Fayette County, Georgia, and Greene County, Georgia. Publix and County Outside Counsel agree that while nothing in this Agreement is intended to operate as a restriction on the right of counsel to practice law within the meaning of Georgia Rule of Professional Conduct 5.6(b), or any other applicable ethical rules or legal requirements, County Outside Counsel represents that they have no present intent to (i) solicit, represent, or file or assert any claim on behalf of any clients not a party hereto for the purpose of bringing claims against the Publix Released Parties in connection with any of the Released Matters, or (ii) acquire or receive a financial interest in any such claims, or (iii) provide support or assistance to any other attorney in connection with any such claims.

b. **Materials Produced in Discovery.** Except as such agreement may be forbidden by the Georgia Rules of Professional Conduct 1.16 and/or Rule 5.6, or any other applicable ethical rules or legal requirements, County Outside Counsel represents, warrants, and agrees that they do not possess any materials produced in discovery by Publix, whether formally or informally, including confidential information as defined in any applicable confidentiality order(s), and that they will not obtain such documents from the MDL repository and that they do not possess any documents regarding or revealing the methodologies and computations relating to or concerning the Community Contribution Funds (outside of what has been provided to County Outside Counsel by counsel for Publix in connection with this Agreement).

6. Parties' Warranties and Representations

a. The persons executing this Agreement on behalf of the Parties are 18 years of age or older, of sound mind, laboring under no disabilities, and are legally competent and authorized to execute this Agreement and bind their respective Party to its commitments and undertakings in this Agreement;

b. The persons executing this Agreement are entitled to make the releases herein, and the Parties have not assigned or otherwise transferred to any person or entity any matter released by this Agreement;

c. The County, and each person signing on its behalf, represents and

warrants that the County has complied with all laws, ordinances, regulations, and procedures, and otherwise has taken all action, necessary to approve the Agreement and make it a binding commitment of the County;

d. The Parties are relying upon, and have been induced by, only the representations, covenants, and warranties contained in this Agreement;

e. The Parties have relied and are relying solely upon the advice of their own attorneys and their own judgment, belief, and knowledge of the legal nature, extents, and effects and consequences of this Agreement;

f. No promise, inducement, or agreement not herein expressed has been made by any of the Parties, their representatives, or counsel; and

g. It is understood and agreed by the Parties that this resolution is a compromise of disputed claims, and that the release and payment herein (or any other good and valuable consideration) are not to be construed as an admission of wrongdoing or liability on the part of Publix, and that any such wrongdoing or liability is expressly and unequivocally denied by Publix.

7. **Notices.** All notices sent pursuant to this Agreement or by law shall, unless otherwise provided in this Agreement, be in writing, shall be personally delivered or sent by reputable overnight courier (such as FedEx), addressed to the Parties as set forth below, and with a copy by email to counsel for the Parties:

If to Publix: Michael Kohler at michael.kohler@millermartin.com

If to Oconee County, Georgia: Daniel C. Haygood at daniel@dch2001.com

Each notice, demand, request, or other communication shall be deemed served two (2) business days after deposit with an overnight delivery service or on the date of delivery if sent by messenger against receipt or on the date of delivery if sent via email. Any notice which is refused or returned as undeliverable when properly addressed, shall be deemed received in accordance with the previous sentence. Notice of change of address shall be given in written notice in the manner detailed in this subsection.

If to Publix:

Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida, 33811-3311
Attn: General Counsel

If to Oconee County, Georgia:

Daniel C. Haygood
PO Box 207
Two South Main Street, Suite C
Watkinsville, GA 30677

8. **Severability of Clauses.** If any sentence, phrase, provision, portion, or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses of this Agreement, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part thereof.

9. **Counterparts.** A facsimile signature or signatures transmitted in PDF by electronic email will be binding and enforceable to the same extent as an original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. When each Party has signed and delivered at least one (1) such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same agreement that shall be binding and effective as to all Parties. The Agreement will not be considered fully executed unless and until it has been executed by all Parties.

10. **Entire Agreement; Successors in Interest; No Third-Party Beneficiaries; Final and Conclusive Agreement.** This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein. By executing this Agreement, the Parties represent that they have not received and have not relied upon any statement, representation, promise or omission by any other Party, nor relied upon any assumption caused by any other person, including any statements, representations, promises, omissions or assumptions that were made or arose in the course of their discussions or in negotiating this Agreement. The Parties understand that they are adversaries to a dispute, that any such reliance would not be reasonable, that they are foregoing their opportunity to take discovery as a part of any lawsuit, and that they are compromising and releasing claims without information that might have been discoverable in such a proceeding. The Agreement will be binding upon and inure to the benefit of the Parties hereto and the successors and assigns of each. Other than as expressly stated in this Agreement, this Agreement is not intended to create any rights in third parties or any third-party beneficiaries other than persons for whom a direct benefit is specifically provided for hereunder. The Parties acknowledge that they have been represented in the negotiations for, and in preparation of, this Agreement by counsel of their choice, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of the legal effect of each and every provision thereof. Each Party has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as it deems necessary.

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Oconee County, GA _____

Publix _____

County Outside Counsel _____

11. **Governing Law & Choice of Forum.** The Parties agree that the laws of the State of Georgia will govern the validity and interpretation of this Agreement and that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions or obligations or claiming breach thereof, will exist exclusively in the state or federal courts having jurisdiction in and over Fulton County, Georgia. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with, this paragraph, and stipulates that the state or federal courts having jurisdiction in and over Fulton County, Georgia, *shall* have in personam jurisdiction and venue over each of them solely for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. The Parties hereby submit to the jurisdiction and venue of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue in any action commenced or maintained in such courts.

12. **Construction.** The Parties agree that the terms and conditions of this Agreement are the result of the joint drafting among the Parties and/or their counsel, and no law or rule requiring the interpretation of uncertainties against a drafting party will apply.

13. **Modification.** This Agreement may not be changed, altered, or modified except in writing signed by all the Parties to this Agreement. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all the Parties to this Agreement.

14. **Survival of Representations and Warranties.** All representations and warranties set forth in this Agreement will be deemed continuing and shall survive the Effective Date.

15. **Additional Documents.** All Parties to this Agreement agree to cooperate fully and execute and deliver any and all supplementary documents, to provide all information, and to take and refrain from taking any and all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

16. **Dismissal With Prejudice.** Within 10 business days of the Effective Date, the County will file the necessary paperwork to dismiss, or seek to dismiss, Publix from the Lawsuit with prejudice.

17. **Headings.** Headings are for convenience only and are not part of the Agreement and shall not be used in construing this Agreement.

18. **Recitals.** The Recitals above are adopted and incorporated in this Agreement as if stated verbatim here.

19. **Confidentiality and Non-Disclosure.** As a material inducement to Publix entering into this Agreement, and in consideration of One Hundred and 00/100 Dollars (\$100.00), which is part of the payment in Section B(3) above:

a. The County and its counsel, including County Outside Counsel, agree that they will not directly or indirectly disclose, publish, publicize, disseminate, or otherwise communicate to any individual or entity any term, condition, or provision of this Agreement, including the settlement amount, or as necessary to comply with the Ongoing Common Benefit Fund Order or similar court order.

b. The confidentiality provisions in this Agreement do not prohibit or restrict either party from making such disclosure as is required by law, including under the Georgia Open Records Act and the Georgia Open Meetings Act, and as necessary for the County to approve this Agreement, or disclosures or communications to governmental agencies or entities, attorneys, insurers, reinsurers, or accountants who require such information.

c. In the event that, pursuant to a valid subpoena, court order, or other valid legal process in any litigation, the County's attendance, testimony, or production of documents is commanded or required which would require disclosure of the Agreement and/or any of its terms, conditions, or monetary consideration, unless prohibited or restricted by applicable law or court order, the County will promptly provide Publix with written notice for the purpose of determining whether to intervene in order to maintain the confidentiality of the information, and shall exercise reasonable efforts to attempt to maintain the confidentiality of this Agreement.

d. In the event that any of the Released Matters are asserted against any of the Publix Released Parties, nothing shall prohibit them from referencing or using this Agreement in that proceeding, including, but not limited to, in any pleading, motion, discovery response, or as an exhibit at hearing or trial.

e. The County and its employees, attorneys, agents, and any other representatives, including County's Counsel, covenant and agree that they will not affirmatively disclose or reveal to any person, corporation, newspaper, radio station, television station, or any other entity whatsoever, nor will they directly or indirectly, cause to be disclosed, revealed, published, publicized, disseminated, or communicated, to any person, corporation, media outlet or entity, any information whatsoever concerning the amount, terms, methodologies, computations, or conditions of this Agreement, including the Community Contribution Funds.

f. Any breach of this Section will be a material breach of this Agreement, and the County and County's Counsel agree and stipulate that the contractual rights contained herein are substantial and important and that a violation of these provisions would cause irreparable harm and would justify the grant of a preliminary injunction with respect to any breach that has been established. Furthermore, as damages which would result from any breach of this Section of the Agreement are substantial, but difficult to quantify, the County agrees that any breach of its obligations under this Section will entitle Publix to recover liquidated damages

in an amount equal to the lesser of (a) \$10,000 or (b) 15% of the Community Contribution in Section 3.a., and County Counsel agree that any breach of their obligation under this Section (or under the confidentiality provisions applicable to County Counsel's other clients identified in Section 5.a) will entitle Publix to recover liquidated damages in an amount equal to \$5,000. The liquidated damages in this paragraph shall be payable only by the breaching party for the amount specified as to that party, and the total amount payable by County Counsel in connection with the confidentiality provisions of all clients identified in Section 5.a. shall be limited to \$5,000.

Publix Super Markets, Inc.

Oconee County, Georgia

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to Form:

County Attorney

Blasingame, Burch, Garrard & Ashley, P.C., as to Sections B(5) and B(19) only:

By: _____
Title: _____
Date: _____

STATE OF GEORGIA)
)
COUNTY OF OCONEE)

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2027
SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the ____ day of January, 2026, by and between Oconee County, Georgia, a political subdivision of the State of Georgia (the “County”), and the Municipality of Bishop, Georgia, the Municipality of Bogart, Georgia, the Municipality of North High Shoals, Georgia, and the Municipality of Watkinsville, Georgia, all municipal corporations of the State of Georgia, (the “Municipalities”, individually and collectively),

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met on the 15th day of December, 2025, to discuss possible projects for inclusion in the SPLOST referendum, in conformance with the requirements of O.C.G.A. § 48-8-111(a) and have had continuing discussions on projects for inclusion in the SPLOST through the date of this Agreement; and

WHEREAS, the County has been asked to submit to the qualified voters of the County at an election to be held May 19, 2026, the question of whether the voters will approve the SPLOST to finance the acquisition, construction and installation of all of a portion of the County Projects (as defined below); and

WHEREAS, the County and the Municipalities have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

- A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
 - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 19th day of May, 2026, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Oconee County for a period of 24 quarters, commencing on the 1st day of October, 2027, to raise an estimated \$90,434,289.00 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4); and
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

D. The County and Municipalities agree to proceed promptly with the acquisition, construction, equipping and installation of the projects specified in Exhibit A of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

E. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111(b) through (e).

C. This Agreement is further conditioned upon the collection of the SPLOST revenues by the State Revenue Commissioner and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on May 19, 2026, shall continue for a period of six years with collections beginning on October 1, 2027.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after expiration of the Special Purpose Local Option Sales Tax; or
- (iii) The completion of all projects described in Exhibit A.

Section 5. County SPLOST Fund; Separate Account; No Commingling

A. A special fund or account shall be created by the County and designated as the 2027 Oconee County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2027 [*municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of the SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be allocated and distributed among the County and Municipalities according to the percentages of SPLOST proceeds set forth in Exhibit A attached hereto for their respective Projects. The County will be responsible for distributing such proceeds

and will meet the requests of the Municipalities when it determines that proceeds of the SPLOST are available therefor.

B. The County shall remit and distribute the SPLOST proceeds on a monthly basis, assuming the County continues to receive such money on a monthly basis. The proceeds shall be deposited in the separate funds or accounts established by the County and each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor Municipality. If such an act is passed, the defunct Municipality's funds shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

Section 7. Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

Section 8. Priority and Order of Project Funding

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. Within the County and each Municipality, all projects have equal priority and shall receive a prorated allocation of SPLOST funds on a monthly basis in accordance with Exhibit A to this Agreement. Except as provided in Paragraph B and Paragraph C of Section 10 of this Agreement, any change to the priority must be agreed to in writing by all parties to this Agreement.

Section 9. Completion of Projects

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.

B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other county project in Exhibit A.

C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A.

D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

Section 11. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

Section 12. Audits

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the county a copy of the audit of the distribution and use of SPLOST proceeds by the Municipality.

Section 13. Notices

All notices, consents, waivers, directions, request or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

Honorable John Daniell
Chairman, Oconee County Board of Commissioners
7635 Macon Highway
Watkinsville, Georgia 30677

Honorable Drew Kurtz
Mayor, City of Bishop
500 Macon Highway
Bishop, GA 30621

Honorable Janet Jones
Mayor, City of Bogart
125 Main Street
Bogart, Georgia 30622

Honorable Stephen D. Goad

Mayor, City of North High Shoals
260 Hillsboro Road
North High Shoals, Georgia 30621

Honorable Brian Brodrick
Mayor, City of Watkinsville
191 VFW Drive
Watkinsville, Georgia 30677

Section 14. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 15. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 16. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 18. Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 19. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any further breach of the same.

Section 20. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21. Mediation

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COUNTY OF OCONEE, GEORGIA

By: _____
Honorable John Daniell, Chairman

(Seal)

Attest: _____
Clerk

MUNICIPALITY OF BISHOP, GEORGIA

By: _____
Honorable Drew Kurtz, Mayor

(Seal)

Attest: _____
Clerk

MUNICIPALITY OF BOGART, GEORGIA

By: _____
Honorable Janet Jones, Mayor

(Seal)

Attest: _____
Clerk

MUNICIPALITY OF NORTH HIGH SHOALS, GEORGIA

By: _____
Honorable Stephen D. Goad, Mayor

(Seal)

Attest: _____
Clerk

MUNICIPALITY OF WATKINSVILLE, GEORGIA

By: _____
Honorable Brian Brodrick, Mayor

(Seal)

Attest: _____
Clerk

EXHIBIT A

The total revenues from the SPLOST to be collected over the twenty-four calendar quarters (6 years), beginning on the day following the expiration of the SPLOST presently in effect, is estimated to total \$90,434,289. Except as provided in Section 7 hereof, the County Projects (as defined below) and Municipality Projects (as defined below) have equal priority and shall receive a pro rata allocation of SPLOST proceeds on a monthly basis in accordance with the provisions of the Agreement as follows:

2021 SPLOST Revenue Estimate: \$90,434,289 over 6 years (October 1, 2027, through September 30, 2033)

<u>Oconee County</u> <u>86.95%</u>			
General Obligation Debt Retirement:	1. Recreational Facilities – 4.770%	\$3,750,447	
	Administrative Building – 12.0973%	9,512,400	
Capital Outlay Projects:	1. Water and Sewer Facilities – 7.9484%	6,250,000	
	2. Farmland Protection – 0.9538%	750,000	
	3. Emergency Services Facilities and equipment – 11.4456%	9,000,000	
	4. Historic and Scenic Facilities – 1.0810%	850,000	
	7. General County Facilities – 8.3458%	6,562,500	
	9. Recreational and Park Facilities – 39.2075%	30,830,267	
	10. Radio System – 7.6304%	6,000,000	
	11. Law Enforcement Vehicles – 6.5202%	5,127,000	
	(estimated total) -	\$78,632,614.00	\$78,632,614
<u>City of Watkinsville</u> <u>7.77%</u>			
Capital Outlay Projects:	1. Public Safety Facilities and Equipment –		
	2. Recreational, Park and Greenspace Facilities		
	3. Roads, Streets, Bridges, Drainage and Sidewalks		
	4. Multi-Purpose City Facilities, Signage and Equipment		
	(estimated total)	7,026,744	\$7,026,744
<u>Town of Bogart</u> <u>3.17%</u>			
Capital Outlay Project:	1. Roads, Streets, Bridges and Sidewalk Facilities – %19.9040		
	2. Fire department equipment - %5.9712		
	3. Sewer facilities - %25.5906		
	4. General City Facilities - %25.5906		
	5. Park Facilities - %22.7475		
	6. Broadband Facilities - %.1952		
	(estimated total)	\$2,866,767	2,866,767

<u>Town of North High Shoals</u> <u>1.32%</u>			
Capital Outlay Projects:	1. Park Facilities		
	2. Roads, Streets, Bridges, Sidewalks and Traffic Control Facilities		
	3. Community Building		
	4. Fire Station equipment		
	5. Greenway Facilities		
	(estimated total)	1,193,733	1,193,733
<u>Town of Bishop</u> <u>0.79%</u>			
Capital Outlay Projects:	1. Roads, Streets, Bridges and Sidewalks –		
	(estimated total)	714,431	<u>714,431</u>
	Total Estimated Receipts		90,434,289

NOTE: The percentage allocated to each city represents that city's percentage of the overall population of Oconee County.

2027 SPLOST REFERENDUM

Project	Budget	Referendum
<i>General Obligation Debt</i>		
Recreational Facilities	\$3,750,447	\$3,750,447
Administrative Building	\$9,512,400	\$9,512,400
<i>Capital Outlay</i>		
Water and Sewer Facilities	\$5,000,000	\$6,250,000
Farmland Protection	\$600,000	\$750,000
Emergency Services Facilities & Equipment	\$6,450,000	\$9,000,000
Historic and Scenic Facilities	\$650,000	\$850,000
General County Facilities	\$5,250,000	\$6,562,500
Recreational and Park Facilities	\$24,002,500	\$30,830,267
Radio System	\$5,895,600	\$6,000,000
Law Enforcement Vehicles	\$4,101,553	\$5,127,000
Countywide Estimated Total	\$65,212,500	\$78,632,614
Bishop (0.79%)	\$592,500	\$714,431
Bogart (3.17%)	\$2,377,500	\$2,866,767
North High Shoals (1.32%)	\$990,000	\$1,193,733
Watkinsville (7.77%)	\$5,827,500	\$7,026,744
2027 SPLOST Referendum - Estimated Total	\$75,000,000	\$90,434,289