

CITY OF HOSCHTON
CITY COUNCIL
THURSDAY, JULY 17, 2025, AT 6:00PM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



REGULAR SESSION
AGENDA

WELCOME AND CALL TO ORDER

INVOCATION/ MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

MINUTE APPROVAL

6-12-2025: Work Session Minutes

6-17-2025: Regular Voting Minutes

NEW BUSINESS

1. Aberdeen Elevation
2. Intergovernmental agreement between Hoschton and DDA
3. O-25-04 Sign Ordinance
4. O-2025-05 Compensation for Mayor and Council
5. Alma Farms Right of Way Warranty Deed

ADJOURN

Upcoming Events & Public Meetings:

July 14th at 9:00am - Downtown Development Authority Meeting and Retreat
July 17th at 3:00pm – Historic Preservation Committee Meeting
July 23rd at 6:00pm - Planning & Zoning Commission Meeting

MINUTES FOR APPROVAL



WORK SESSION
MINUTES

CALL TO ORDER at 6pm by Mayor Martin

AGENDA APPROVAL Motion to accept agenda with no changes by Sterling, seconded by Lawson and all in favor.

REPORTS BY MAYOR, COUNCIL, AND STAFF Mayor Martin stated that reports are in agenda packet and can be reviewed online as well.

NEW BUSINESS

1. Resolution 2025:15 – 2025 LMIG Street Improvement Project
Bids were received on May 27, 2025 and reviewed by City Staff. We had four valid bids that were taken into consideration. Staff recommendation is to approve the lowest responsive bidder, Allied Paving Contractor, Inc of Pendergrass, with the bid set at \$286,015.00.
2. Resolution 2025:16 – Water Distribution System Improvements, Phase II
Bids were received on May 6, 2025 and reviewed by City Staff. We had twelve valid bids that were taken into consideration. Staff recommendation is to approve Civil Construction & Utilities, LLC as the amount of \$1,144,335.00.
3. 0.95 Sewer Expansion – Recommendation from City Staff, to approve work authorization No. 1 from Reeves Young – 80% Guaranteed Maximum Price (GMP) of \$31,767,176.00 for the construction of the proposed plant expansion to .95 MGD.
4. Personnel Policy - Travel
Staff Recommendation to update policy to include a structure on traveling restrictions and reimbursement from council or staff if there is a no show.
5. Purchase of a lawn mower for public works
Staff recommendation is to move forward with this trade in to purchase an additional lawn mower. This will give us a total of 3 good quality lawn mowers for Public Works.

CITIZEN INPUT No input from citizens.

EXECUTIVE SESSION (IF NEEDED)

Motion to go into executive session to discuss realestate and personnel at 6:31pm by Martin, seconded by Lawson and all in favor

Motion to go out of executive session from discussing realestate and personnel at 7:39pm by D. Brown, seconded by T. Brown and all in favor.

ADJOURN

Motion to adjourn at 7:39pm by Lawson, seconded by Courter and all in favor.

ROLL CALL

Members Present:

Debbie Martin, Mayor
Fredria Sterling, Mayor Pro-Tem
David Brown, Councilmember
Christina Brown, Councilmember
Scott Courter, Councilmember
James Lawson, Councilmember

Also Present:

Jennifer Harrison, City Manager
Abb Hayes, City Attorney
Tiffany Wheeler, Finance Director
Ben Munro, Media

Absent:

Jonathan Jackson, Councilmember

Upcoming Events & Public Meetings:

June 16th @ 1:00pm Downtown Development Authority
June 17th @ 6:00pm City Council Meeting (Voting Session)
June 25th @ 6:00pm Planning & Zoning Commission Meeting



REGULAR SESSION
MINUTES

CALL TO ORDER by Mayor Martin at 6:00pm

PLEDGE OF ALLIGENCE by Mayor Martin

INVOCATION by City Manager, Jennifer Harrison

AGENDA APPROVAL by Courter, seconded by D. Brown and all in favor of amending the agenda to add Line Item #7, for recommendation of new DDA Member.

MINUTE APPROVAL

Public Hearing Minutes – May 8, 2025

Work Session Hearing Minutes – May 8, 2025

Regular Council Meeting Minutes – May 15, 2025

Motion to Approve all minutes for May 2025 with no changes by Sterling, seconded by Lawson and all in favor.

NEW BUSINESS

1. Resolution 2025:15 – 2025 LMIG Street Improvement Project
Motion to approve projected project by D. Brown, seconded by T. Brown and all in favor.
2. Resolution 2025:16 – Water Distribution System Improvements, Phase II
Motion to approve projected project by D. Brown, seconded by Sterling and all in favor.
3. 0.95 Sewer Expansion – To approve work authorization No. 1
Motion to approve projected project by D. Brown, seconded by Courter and all in favor.
4. Personnel Policy - Travel
Motion to approve travel amended by Martin, seconded by D. Brown and all in favor.
5. Purchase of a lawn mower for public works
Motion to approve purchase by Sterling, seconded by Courter and all in favor.
6. Recommendation for Planning and Zoning Board Members
Motion by Mayor Martin to recommend Mr. Chris Hardin, seconded by Courter and all in favor that will fill the seat of Mr. Scott Butler's ended term. New Term: May 22, 2025-May 21, 2028

Motion by Mayor Martin to recommend Mr. Megan Reid, seconded by Courter. Mayor Martin asked if there were any discussion. Councilmember Tina Brown stated concerns she had and voted No. Councilmember Dave Brown, stated he agreed with Councilmember T. Brown's concerns and voted No. The voting continued with Sterling voting no. Councilmember Jackson voted yes and James phone service enabled him to be apart of the voting session for this item. 3-3 voting, folded the vote.

Mayor Martin moved forward to nominate Mr. Mike Osborne, seconded by T. Brown and all in favor to fill seat of Ms. Ms. Brenda Stokes's ended term. New Term: May 22, 2025-May 21, 2028.

Mayor Martin announced that a member of the planning and zoning commission. Is resigning. Several discussions took place to replace seat. City Manager suggested to wait until all was finalized and we could take a recommended vote at the July Council meeting. All agreed.

7. *Recommendation for Downtown Development Authority- Motion to recommend Mr. Clay Meek to fill seat #4 (Term, May 10, 2025-May 9, 2029) by Martin, seconded by Courter and all in favor. Councilmember James Lawson did not vote, due to bad phone service.*

EXECUTIVE SESSION (IF NEEDED) *Not Needed*

ADJOURN *Motion to adjourn at 6:15pm by Martin, seconded by Sterling and all approved*

Members Present:

Debbie Martin, Mayor
David Brown, Councilmember
Christina Brown, Councilmember
Scott Courter, Councilmember
Fredria Sterling, Mayor Pro-Tem

Jonathan Jackson, Councilmember, by phone

James Lawson, Councilmember, by phone

*Both confirmed they were out of our jurisdiction

Also Present:

Jennifer Harrison, City Manager
Tiffany Wheeler, Finance Director
Ben Munro, Media

Upcoming Events & Public Meetings:

June 25th @ 6:00pm Planning & Zoning Commission Meeting

ABERDEEN

ELEVATION

IGA BETWEEN DDA & COH

**COMPREHENSIVE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CITY OF HOSCHTON, GEORGIA AND HOSCHTON DOWNTOWN DEVELOPMENT
AUTHORITY REGARDING MULTIPLE PROPERTIES LOCATED IN THE DOWNTOWN
DEVELOPMENT AREA OF THE CITY OF HOSCHTON WITH EFFECTIVE DATE OF
JULY 17, 2025**

This Agreement is made and entered into with an effective date as of the 17th day of July, 2025, by and between the City of Hoschton, Georgia, hereinafter called "Hoschton" and the Hoschton Downtown Development Authority (hereinafter called "the Authority") for the purpose of agreeing as to various interests related to real property, as set forth below, in furtherance of Hoschton and the Authority's mission and purpose.

WHEREAS, this Agreement shall amend and supersede the Comprehensive Intergovernmental Agreement By And Between City of Hoschton, Georgia and Hoschton Downtown Development Authority Regarding Multiple Properties Located In The Downton Development Area Of The City of Hoschton relating to the following Intergovernmental Agreements: (a) IGA dated February 12, 2024, related to real property located at 73 City Square (hereinafter referred to as "Coffee") and real property located at 4272 Highway 52 (hereinafter referred to as "Depot"); (b) IGA dated May 21, 2024, related to real property located at 4162 Highway 53, Units 100 and 110 (hereinafter referred to as "Putters"); (c) IGA dated January 17, 2024, related to real property located in the interior of the building at 69 City Square (hereinafter referred to as "Pasta"); (d) IGA dated May 21, 2024, related to real property located at 29 West Broad Street (hereinafter referred to as "Garden"); and (e) IGA dated May 16, 2022, related to real property located at 15 First Street (hereinafter referred to as "Salon"); and

WHEREAS, Hoschton owns real property located in the interior of the building at 65 City Square, which real property is commonly known as the Council Room (hereinafter referred to as "Council"); and

WHEREAS, Coffee, Depot, Putters, Pasta, Garden, Salon, and Council are hereinafter referred to collectively as "the Premises;" and

WHEREAS, the Premises is located in the Downtown Development Area of Hoschton; and

WHEREAS, pursuant to O.C.G.A. § 36-42-2, the purpose of the Authority is to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities; and

WHEREAS, pursuant to Section 6.33 of the Hoschton Charter, Article IX, Section III, Par. I of the Georgia Constitution, and O.C.G.A. § 36-42-8, Hoschton and the Authority have the power to enter into this Intergovernmental Agreement for the purpose of Hoschton and the Authority agreeing as to the authority relating to the Premises to fulfill the purpose of the Authority as set forth herein; and

WHEREAS, Hoschton and the Authority desire to enter into this Agreement to provide for the conveyance and establishment of rights to the Premises to enable the Authority to deal with the Premises to fulfill the purpose of the Authority as set forth herein.

NOW THEREFORE, Hoschton and the Authority agree to the following:

- A. The Authority shall have the right to continue as Lessor under that Lease Agreement dated January 25, 2024, related to Coffee. The Authority's power to lease Coffee shall terminate

on February 28, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated January 25, 2024, related to Coffee, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Coffee.

- B. The Authority shall have the right to continue as Lessor under that Lease Agreement dated January 15, 2024, related to Depot. The Authority's power to lease Depot shall terminate on January 31, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated January 15, 2024, related to Depot, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Depot.
- C. The Authority shall have the right to continue as Lessor under that Lease Agreement dated May 13, 2024, related to Putters. The Authority's power to lease Putters shall terminate on May 31, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated May 13, 2024, related to Putters, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Putters.
- D. The Authority shall have the right to continue as Landlord under that Retail Lease Agreement dated January 8, 2023, related to Pasta (hereinafter referred to as "the Pasta Lease"). The Authority's power to lease Pasta shall terminate as of the termination of the Pasta Lease, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Tenant under the Pasta Lease shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Pasta. The Authority shall also have the right to defer rental payments due under the Pasta Lease through January 31, 2025, to allow the current Tenant under the Pasta Lease to continue working to obtain a certificate of occupancy.
- E. The Authority shall work diligently to sell and/or lease Garden for such an amount as will result in, at a minimum, Hoschton recouping all sums paid related to the acquisition and servicing of the loan relating to Garden. All net proceeds of rental income and/or the sale of Garden, after deduction of reasonable and customary costs associated with the leasing and/or sale of Garden, shall be paid to Hoschton. Any proposed lease and/or sales agreement relating to Garden shall be subject to the review and approval of Hoschton, prior to execution by the Authority. The Authority shall enlist the services of a commercial realty firm with particular expertise in the area of retail tenants and/or purchasers, with a goal of finding a tenant and/or purchaser whose use of Garden will help revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, and employment opportunities and promote the general welfare of Hoschton and surrounding communities. The Authority's right to market Garden shall terminate on December 31, 2026, unless Hoschton agrees to an extension of the rights of the Authority related to Garden.
- F. The Authority shall have the right to grant a right of first refusal relating to the leasing of Council to the current Tenant under the Pasta Lease, so long as said current Tenant shall not be in default of the Pasta Lease.
- G. The Authority shall have the right to market and sell Salon, so long as the sale of Salon results in gross proceeds from the sale of no less than \$300,000. The net proceeds of the sale of Salon, after deduction of reasonable and customary costs associated with the sale of Salon,

shall be paid to Hoschton. The Authority's power to sell Salon shall terminate on December 31, 2025, and Salon shall be conveyed to Hoschton upon Hoschton's written request, unless Hoschton agrees to an extension of the power of Authority related to Salon.

- H. Hoschton and the Authority shall execute such documents as are necessary to carry out the terms and purposes of this Agreement.
- I. The Authority shall work diligently to lease the Premises to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities.
- J. The net proceeds of all rental income relating to the Premises, after deduction of reasonable and customary costs associated with the leasing of the Premises, shall be paid to Hoschton. The Authority may, with the consent of Hoschton, enter into an agreement with a third party to manage any or part of the Premises.
- K. The Authority agrees to hypothecate its interest in the Premises to any lender as collateral for any loans related to the Premises.
- L. All notices under this Agreement shall be in writing and shall be deemed to have been given by delivering it to person or by certified mail:

As to the Authority:

Hoschton Downton Development Authority
Attn: Chairperson
61 City Square
Hoschton, GA 30548

As to Hoschton:

City of Hoschton
Attn: City Manager
61 City Square
Hoschton, GA 30548

- M. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.
- N. This Agreement contains the sole and entire agreement of the parties with respect to the subject matter contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this Agreement shall be in writing and executed by the parties.
- O. This Agreement may not be assigned or transferred by either party without the written consent of the other party. The provisions of this Agreement shall inure to the benefit or and be binding upon the parties hereto and the respective success and assigns.

P. Time is of the essence with respect to this Agreement.

Q. This Agreement and all amendments hereto shall be governed and construed under the laws of the State of Georgia.

R. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The Mayor, Clerk, City Manager, and City Attorney of Hoschton are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement. The Chairperson and Secretary of the Authority are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement.

IN WITNESS THEREOF, the parties have set their hand and seal as of the effective date first above written.

HOSCHTON DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Chairperson

ATTEST: _____
Secretary

CITY OF HOSCHTON

By: _____
Debbie Martin, Mayor

ATTEST: _____
Jennifer Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

SIGN ORDINANCE

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE NO. O-25-04

AN ORDINANCE REPEALING CHAPTER 43, "SIGNS"
OF THE CODE OF ORDINANCES OF THE CITY OF HOSCHTON
AND ADOPTING A NEW CHAPTER 43, "SIGNS AND ADVERTISING DEVICES;" TO
REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO
PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF
HOSCHTON AS FOLLOWS:

Section 1.

Chapter 43, "Signs" is hereby repealed and a new Chapter 43, "Signs and Advertising Devices," is adopted to read as follows:

"CHAPTER 43
SIGNS AND ADVERTISING DEVICES

- Section 43-101. Findings.
- Section 43-102. Purposes.
- Section 43-103. Intentions.
- Section 43-104. Jurisdiction and General Applicability.
- Section 43-105. Definitions.
- Section 43-106. Exemptions.
- Section 43-107. Prohibited Signs.
- Section 43-108. Location Restrictions.
- Section 43-109. Lighting Restrictions.
- Section 43-110. Maximum Sign Height.
- Section 43-111 . Principal Ground Signs.
- Section 43-112. Accessory Ground Signs.
- Section 43-113. Residential Subdivision or Project Entrance Signs.
- Section 43-114. Wall Signs.
- Section 43-115. Window Signs.
- Section 43-116. Signs During Sale or Construction.
- Section 43-117. SR 53 Corner Lot Additional Sign Allowance.
- Section 43-118. Sandwich Board Signs.
- Section 43-119. Signs on Fences.
- Section 43-120. Drive-through Lane Signage.
- Section 43-121 . Flags.
- Section 43-122. Electronic Changeable Copy Signs.

- Section 43-123. Interim Banner or Interim Advertising.
- Section 43-124. Suspended Signs.
- Section 43-125. Projecting Signs.
- Section 43-126. Special Event Signage, Establishment.
- Section 43-127. Marketing Signage for a Residential Subdivision.
- Section 43-128. Weekend Signs.
- Section 43-129. Variance or Special Authorization.
- Section 43-130. Nonconforming Signs.
- Section 43-131. Additional Signage on Lot with Nonconforming Sign.
- Section 43-132. Building and Electrical Permits for Signs.
- Section 43-133. Sign Permit.
- Section 43-134. Sign Construction and Maintenance.
- Section 43-135. Discontinued Signs.
- Section 43-136. Enforcement of Illegal Signs.
- Section 43-137. Sign Regulations for Planned Unit Developments.

- Section 43-101. Findings.

It is a substantial and compelling governmental interest to control signs and other advertising devices for the following reasons, among others:

- (a) Signs by their very nature are intended to gain the attention of motorists and therefore distract them from the primary purpose of maneuvering a vehicle along a road. Sign controls are needed to promote traffic safety and avoid traffic accidents; and
- (b) Signage, if left unregulated, can cause confusion and delay in responding to emergencies, because unregulated signs can degrade the utility and reduce the visibility and effectiveness of public safety signs; and
- (c) Unregulated signage can contribute to clutter and lack of organization in the wayfinding system of a community and thereby increase the stress levels of motorists; and
- (d) The appearance of the city is substantially influenced by signs, and it is essential to the city's long-term economic viability to maintain a positive appearance. Signs and advertising, without regulation, can detract from the character, beauty, and visual attractiveness of the city; and
- (e) The size, height, construction materials, location, condition, and attributes of signs can have an adverse impact on surrounding and nearby land uses and properties if not regulated and properly maintained, including the lowering of property values. Abandoned and antiquated signs and sign structures (e.g., a pole with a blank structure for a sign face) can have a particularly detrimental effect on adjacent properties and contribute to an overall image of blight in the community; and
- (f) Sign regulations help to assure that public benefits derived from expenditures of public funds for the improvement and beautification of streets and other public structures and

spaces are protected. Unregulated signs can neutralize the value and benefit of public investments in streetscapes; and

- (g) Sign regulations benefit businesses that seek to advertise. Unregulated commercial signage can be detrimental to individual businesses, because business owners may be compelled to erect larger and costlier signs to outperform neighboring or nearby businesses. Such competition for visibility among business can result in too many signs and excessive sizes and heights, to a point of diminishing returns where individual business signs are no longer adequately visible. If unregulated, the competition for visual recognition can defeat the purpose of the signs, which is to carry a message. If signs are left unregulated, patrons of individual businesses may miss their destinations because they cannot find the particular business of choice in the sea of advertising devices; and
- (h) Signs placed on building walls can be excessive if not regulated as to the area of the sign face, and it is in the public interest to ensure that signs are proportional to the building wall on which the signs are placed. It is considered inappropriate to attach signs to certain objects like rocks and benches, thereby justifying certain prohibitions. It is also considered inappropriate to allow signs above rooflines of buildings, justifying prohibition, since roof signs interrupt the silhouette of the building, overpower the architecture of the building, and can also block views.
- (i) Some signs and advertising devices are designed to move in the wind. For instance, a flag, or feather banners (also called “wind blades”), or ribbons on strings, etc. are designed to capture attention due to movement in the wind. Such signs and advertising devices have greater potential for attracting attention to them given their movement. Without regulations on these types of advertising devices, the result would be clutter and degradation of community appearance.
- (j) Signs, if improperly maintained, present an unkempt appearance and may present an image of blight to visitors, residents, and employees. It is in the interest of the city to ensure that signs are properly maintained to avoid the appearance of blight and also to prevent possible detrimental impact on property values that may result from such blight.
- (k) The regulations contained in this chapter are no more extensive than necessary to serve the substantial governmental interests and purposes identified in this chapter.

Section 43-102. Purposes.

The purposes of this chapter are to promote and protect the public health, safety, general welfare, and aesthetics, specifically including but not limited to the following:

- (a) To provide for the expression of commercial and noncommercial speech by citizens and businesses in the city, and to afford adequate opportunity for self-expression through free speech;

- (b) To reduce clutter and to improve the general attractiveness of the city;
- (c) To enable the public to locate goods, services, and facilities in the city without difficulty and confusion;
- (d) To ensure the reasonable, orderly, and effective display of signs;
- (e) To reduce the probability of traffic accidents due to signs obstructing or confusing the vision of drivers, bicyclists, or pedestrians;
- (f) To ensure that signs are compatible with their surroundings and to protect property values;
- (g) To facilitate and aid in the identification and location of businesses in the city in the event of police, fire, or other emergencies and to avoid confusion and delay in response to such emergencies;
- (h) To insure proper maintenance, for safety and structural soundness, as well as the appearance and functionality of signs; and
- (i) To balance the rights of individuals to convey their messages through signs with the rights of the public to be protected against the unrestricted proliferation of signs.

Section 43-103. Intentions.

- (a) Time, place, and manner restrictions. It is the intent of this chapter to regulate the composition, type, location, placement, height, size, quantity, illumination, duration, and manner of signs and advertising devices that may be displayed. The regulation of these aspects of signs and sign structures is a valid and lawful means of achieving the intentions and purposes of this chapter. These intentions and purposes are valid and lawful governmental interests. The regulations contained herein are no more extensive than necessary to serve the substantial governmental interests identified in this chapter.
- (b) Content neutrality. The city intends to adopt and implement regulations which are content-neutral. It is not the intent to regulate the content of messages in any way. To accomplish this, these regulations do not distinguish between on-site or off-site sign content, nor do they distinguish between commercial and non-commercial content. It is the intent of this chapter to allow political, religious, or personal (non-commercial) messages on any sign permitted to be erected by this chapter.

Section 43-104. Jurisdiction and General Applicability.

No sign or advertising device may be erected, placed, established, painted, created, moved, or maintained within the city limits of Hoschton except in conformity with this chapter.

Section 43-105. Definitions.

Accessory ground sign: A secondary sign allowance provided for in this chapter, for a sign erected on the ground.

Advertising device: Any structure or device erected or intended for the purpose of displaying advertising situated upon or attached to real property. For purposes of this chapter, an advertising device is a “sign.”

Agricultural use: Any parcel where agriculture, farming, or agriculturally related uses constitute the principal use of the property, as interpreted by the Zoning Administrator.

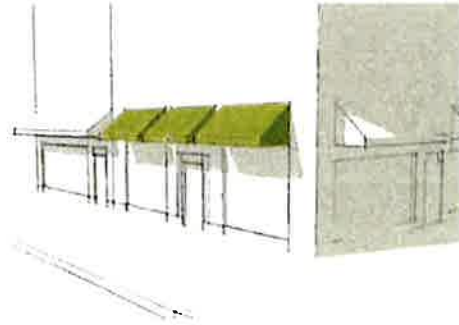
Air-blown device: Any device not otherwise specifically defined in this chapter, that is designed to inform or attract, whether or not such device carries a message, and which all or part of the device is set in motion by mechanically forced air. Also referred to as “air puppets.” For purposes of this chapter, air-blown devices are advertising devices.

Alteration: A change in the size or shape of an existing sign. Copy or color change of an existing sign is not an alteration. Changing or replacing a sign face or panel is not an alteration.

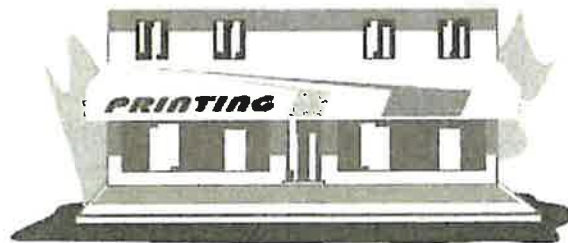
Animated sign: A sign with action, motion, sound, or changing colors which accomplishes such action, motion, sound, or changing colors with or without electrical energy. This includes signs with lights or other illuminating devices that blink, flash, fluctuate, or have a changing light intensity, brightness, or color. This definition does not include a “suspended sign.” For purposes of this chapter, the transition of a message on an electronic changeable copy sign shall not be considered

“animation.” An electronic changeable copy sign, as separately defined, is not an animated sign.

Awning: An architectural projection or shelter projecting from and supported by an exterior wall of a building and composed of a covering of rigid or non-rigid materials and/or fabric on a supporting framework that may be either permanent or retractable.



Awning sign: A sign displayed on or attached flat against the surface or surfaces of an awning. Awning signs are “wall signs” for the purposes of this chapter.



AWNING

Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Back-lit awning: An awning comprised of covering material exhibiting the characteristic of luminosity obtained by means of a source of illumination contained within its framework.

Banner. A sign with or without characters, letters, illustrations, or ornamentation applied to cloth, paper, plastic, or natural or synthetic fabric of any kind with only such material for a backing. For purposes of this chapter, a banner is a “sign.” A banner may be installed on a building or structure or may be attached to poles or other supports and freestanding. It is characteristic of a banner that, even though tied to a support, there is some movement in the wind.

Building frontage: The length (in linear feet) of an exterior building wall or structure of a single premise along either a public way or other properties that it faces.

Cabinet Sign: A sign, in a box like structure, containing one or more panels with sign copy. Cabinet signs can be wall or monument type. Cabinet sign may be referred to as panel signs.

Canopy sign: A sign attached, painted on, or made an integral part of a canopy, whether that canopy is attached to a building or structure or freestanding. An attached canopy is a multi-sided structure or architectural projection supported by attachment to a building on one or more sides and also supported by columns or supports at additional points. Canopy signs, whether attached, painted on, or made an integral part of an attached canopy (including suspension underneath an attached canopy), are wall signs for the purposes of this chapter.



CANOPY

Source: United States Sign Council.
2011.

Model Code for Regulation of On-Premise Signs.

Changeable copy sign, electronic: A sign on which the sign copy (words, numbers, images, etc.) changes or can be changed by electronic means. This definition includes any sign which results in the illuminated display of messages or information by the use of a matrix of electric lamps, for example, digital, LED (light emitting diode) or similar or refined display technology, or other electric methods, which allows the message change to be actuated by an electronic control mechanism. It is characteristic of such signs that the sequence of messages and the rate of change can be electronically programmed and modified by electronic processes. Electronic changeable copy signs are also “internally illuminated” signs.

Changeable copy sign, manual: A sign on which the sign copy (words, numbers, images, etc.) changes or can be changed manually on the sign itself, such as by replacement of letters, or in the case of a chalkboard which can be erased and the message rewritten.

Changeable copy sign, mechanical: A sign on which the sign copy (words, numbers, images, etc.) changes or can be changed by movement or rotation of panels or slats.

Channel letter (open faced): A dimensional letter with a back and sides but no face at the front of the letter. Open faced channel letters may be non-lit, externally illuminated, or illuminated by a light source contained inside the open channel of the letter itself, such as a neon tube.

Channel letter (internally illuminated): A dimensional letter with a back, sides and a translucent front face capable of transmitting light from an internal light source within the letter.

Channel letter (reverse): A dimensional letter with a face and sides but no back, opposite to an open faced channel letter. A reverse channel letter has an open channel facing the wall or building to which it is affixed. A reverse channel letter may contain a source of illumination designed to project lighting against the surface behind the letter, commonly referred to as a backlit channel letter; also referenced as a halo or silhouette lighted channel letter. The face of a reverse channel letter does not illuminate.

Commercial use: A property containing one or two entities of a commercial nature including but not limited to restaurants, retail trade establishments, and services. Any property containing two commercial uses shall be considered a commercial use, not a multi-tenant property.

Derelict sign: A sign that is dilapidated or in such condition as to create a hazard or nuisance, or to be unsafe or fail to comply with the building or electrical codes applicable in the city's jurisdiction.

Dissolve: A mode of message transition on an electronic changeable copy sign accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the subsequent message.

Double-faced sign: A sign structure with two sign faces that are parallel (back-to-back) or that form an angle to one another of no more than 60 degrees, where each sign face is designed to be seen from a different direction.

Externally illuminated sign: Any sign that is partially or completely illuminated at any time by an artificial light source that directly or indirectly illuminates the face of the sign from outside the sign structure.

Erect: To construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish. Activities performed as an incident to the change of advertising message or the normal maintenance or repair of a sign structure are excluded from this definition.

Fade: A mode of message transition on an electronic changeable copy sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Feather banner: A vertical portable sign, made of lightweight material that is prone to move in the wind, and that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand. This definition includes such signs of any shape including flutter, bow, teardrop, rectangular, shark, feather, and U-shaped. For purposes of this chapter, a feather banner is an advertising device and sign.



Flag: A device made of cloth, plastic, or natural or synthetic fabric, with or without characters, letters, illustrations, or ornamentation applied to such surface, and which is designed to move in the wind. For purposes of this chapter, except as specifically authorized, a “flag” is an advertising device and “sign.”

Ground sign: A sign or advertising device which is wholly independent of a building or structure for support (i.e., freestanding). A ground sign may contain more than one sign face, and it is typically double-faced.

Holiday decorations: Signs or displays including lighting which are a non-permanent installation celebrating national, state, and local holidays, religious or cultural holidays, or other holiday seasons (also known as seasonal decorations).

Illuminated sign: A sign characterized by the use of artificial light, either projecting through its surface(s) (i.e., internally illuminated); or reflecting off its surface(s) (i.e., externally illuminated).

Incidental sign: A sign, emblem, decal, or other message designed and sized to be read only from close range (i.e., 5 feet or less), attached to or integrated into a device or structure more than 25 feet from the right-of-way of a road, and not readily legible from any public rights-of way.

Industrial use: A property containing one or two entities of an industrial nature, including but not limited to manufacturing, warehousing, and wholesale trade.

Inflatable sign: Any sign or balloon, other than that defined as an “air blown device,” that is or can be filled with air or gas. This includes any three-dimensional ambient air-filled device depicting a container, figure, or product. For purposes of this chapter, inflatable signs and balloons are considered advertising devices.

Institutional use: Any property containing one or two entities of an institutional nature, including but not limited to churches, hospitals, and professional, and civic and charitable organizations.

Interior sign: Any sign erected within a building, including product displays. This definition does not include “window” signs, as defined.

Internally illuminated sign: A sign illuminated by an internal light source which is viewed through a transparent or translucent panel. An electronic changeable copy sign is an internally illuminated sign.

chapter, mansard signs are “wall signs.”

MAN
SARD
MOUNT
NT

Mansard: A roof-like facade comparable to an exterior building wall.

Mansard sign: A sign painted on, attached to, or hung from a mansard. For purposes of this

side elevation front elevation



MAN
MOL

Source: United States Sign Council, 2011.
Model Code for Regulation of On-Premise Signs.

Monument sign: A sign where the structural part of the sign below the sign face encompasses an area no

more than 50% of the area of the sign face and which is composed of brick, stone, or other similar quality material, and which the base is composed of or finished on the exterior with brick or stone or other approved material that is at least 18 inches in height above the ground.



MONUMEN-

Source: United States Sign Council. 2011.
Mode/ Code for Regulation of On-Premise Signs.

Multi-tenant property: Any parcel designed, occupied, or intended for occupancy for three or more leasable spaces or parcels under one ownership or management. This chapter

distinguishes between multi-tenant properties based on use as follows: residential (a “major” residential subdivision, a multiple-family apartment complex, or a manufactured home park); institutional (e.g., government or nonprofit complex); commercial (an office park with multiple buildings on individual parcels or multiple office buildings on a single parcel, a commercial shopping center, or a single commercial building with three or more leasable spaces); and industrial (industrial park with separate parcels or a single industrial building with three or more leasable spaces).

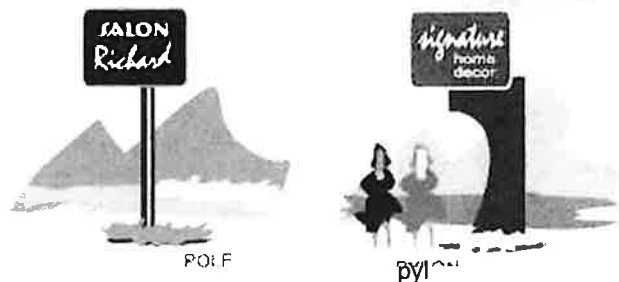
Multiple-faced sign: A sign containing three or more faces.

Mural: A picture or image (including but not limited to painted art) which is painted, constructed, or affixed directly onto a building wall, which may or may not contain text, logos, and/ or symbols.

Nonconforming sign: Any sign which lawfully existed on the effective date of this chapter but which does not conform to the provisions of this chapter, or which does not comply with this chapter due to amendments to this chapter since the date of erection of the sign.

Pennant: A small, triangular or rectangular flag or multiples thereof, made of lightweight plastic, fabric, or other material, individually supported or attached to each other by means of a string, rope, or other material and meant to be stretched across or fastened to buildings, or between poles and/or structures, and which is designed to move in the wind. For purposes of this chapter, pennants are advertising devices.

Pole or pylon sign: A sign that is mounted on a freestanding pole or poles, columns, or similar support such that the bottom of the sign structure is not in contact with the ground along the entire portion of the sign face. A pole or pylon sign is distinguishable from a monument sign.



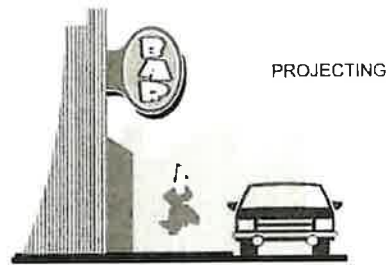
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Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs

Principal use sign: Any notice or advertisement, which is permitted in conjunction with a principal use or principal building or use located on the property, and which may display a noncommercial, commercial, or other message, the content of which is not regulated by this chapter.

Projecting sign: A sign that projects more than eighteen inches from a building face or wall or from a structure whose primary purpose is other than the support of a sign.

Residential use: Any parcel with a single dwelling unit or a two-family dwelling unit on it, or any other residential use except those interpreted by the Zoning Administrator as a multi-tenant residential or institutional property.



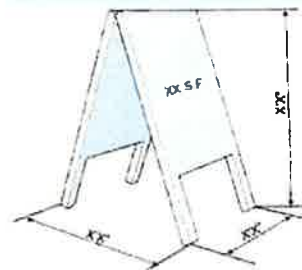
Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Revolving sign: A sign that has the capability to revolve about an axis. For purposes of this chapter, a revolving sign is an “animated” sign.

Road frontage: The distance in linear feet of a parcel where it abuts the right-of-way of any public street.

Roof sign: A sign projecting to a greater height than the eave or highest point of a building roof. A sign placed on the fascia portion of a mansard roof, or a sign placed on a roof below the eave or highest point of a building roof is not a roof sign.

Sandwich board sign: A portable sign that typically consists of two faces connected and hinged at the top and with a message targeted to pedestrians. They are also commonly referred to as A-frame signs.



Scoreboard: A sign contained within an athletic venue and which is directed so as to be visible to the attendees of an athletic event.

Scroll: A mode of message transition on an electronic changeable copy sign in which the message appears to move vertically across the display surface.

Sign. A lettered, numbered, symbolic, pictorial, visual display, device, or communication designed or used for the purpose of identifying, announcing, directing, informing, or bringing to the attention of others the subject thereon, that is visible from the public right-of-way, a driveway or parking lot with access to a public right-of-way, or from an adjacent property, except as specifically noted otherwise in this chapter. The term sign includes but is not limited to “banners,” “balloons,” “flags,” “pennants,” “streamers,” “windblown devices,” and “advertising devices.” Furthermore, the term “sign” includes the sign structure, supports, lighting system, and any attachments, ornaments, or other features used to draw the attention of the observers.

Sign area: The area of the smallest geometric figure, or the sum of the combination of regular geometric figures, which comprise the sign copy area. The area of any double-sided or "V" shaped sign shall be the area of the largest single copy area only. The area of a sphere shall be computed as the area of a circle. The area of all other multiple-sided signs shall be

The following provisions shall also apply to determinations of sign area:

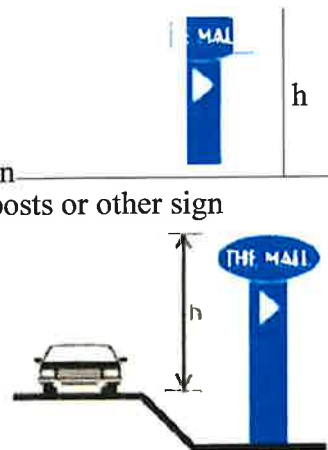
- 24 . For signs that have no identifiable frame or border, the smallest rectangle that includes all of the sign's words, letters, figures, symbols, logos, fixtures, colors, or other design elements intended to convey the sign's message shall establish the area of the sign's copy area.
2. Sign area for ground signs does not include the structural support for the ground sign (e.g., pole or monument base), unless the structural support is internally illuminated or otherwise so designed to constitute a display device, or a part of a display device.
3. When a sign incorporates a property address, the area devoted to the property address shall not be included in any calculations for purposes of determining the maximum permissible sign area.

Sign copy: The physical sign message including any words, letters, numbers, pictures, and symbols.

Sign copy area: The surface upon, against or through which the writing, lettering, or other message is displayed or illustrated, not including structural supports, architectural features of a building or sign structure, nonstructural thematic or decorative trim, or any areas that are separated from the background surface upon which the sign copy is displayed by a distinct delineation, such as a reveal or border.

1. In the case of panel or cabinet type signs, the sign copy area shall include the entire area of the sign panel, cabinet or face substrate upon which the sign writing, lettering, or other message is displayed or illustrated, but not open space between separate panels.
1. In the case of signs painted on a building, or individual letters or graphic elements affixed to a building or structure, the sign copy area shall comprise the sum of the geometric figures or combination of regular geometric figures drawn closest to the edge of the letters or separate graphic elements comprising the sign copy, but not the open space between separate groupings of sign copy on the same building or structure.
2. In the case of sign copy enclosed within a painted or illuminated border, or displayed on a background contrasting in color with the color of the building or structure, the sign copy area shall comprise the area within the contrasting background, or within the painted or illuminated border.

Sign height: The height of a sign shall be equal to the vertical distance from the average grade at the base of the sign, or from the crown of the roadway of the nearest street within 50 feet of any portion of the sign, to the highest point of any portion of the sign, whichever results in the greater sign height. Any earthen berms and elevated foundations supporting signs, signposts or other sign supports shall be included in the height of the sign.

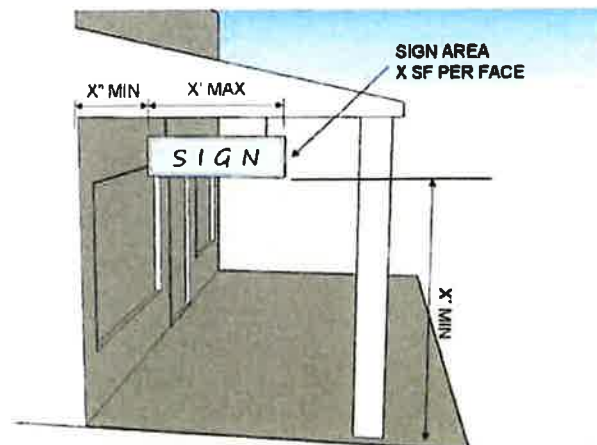


Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Sign in need of maintenance: Any sign or advertising device that includes any of the following or similar condition as identified by the city: lettering or other elements of the sign have become detached or have fallen off the sign or become misaligned; painted surfaces on the sign or sign structure have begun to peel, flake over a significant portion of the sign, or have faded or oxidized to an extent that the sign no longer displays the message as originally intended; a significant number of the bricks, stones, or other materials on the structural base of a sign have become detached or have fallen off, or have become misaligned; or one or more illumination devices are not working and have not been replaced.

Sign structure: Any structure designed for the support of a sign.

Suspended sign: A sign attached to the underside of a canopy, awning or the cover of a walkway or beneath a support extending from a building. A suspended sign is distinguishable from an animated sign even if the sign copy area is attached to a building or structure in a way that can be set in motion with wind pressure. This term does not include any freestanding signs.



Temporary ground sign: A sign of a nonpermanent nature and erected for a limited duration. This term includes signs constructed from cardboard, coated paperboard, or corrugated plastic and which are either attached to a wooden post or stake in the ground, or set with a wire metal frame in the ground.

Transition: A visual effect used on an electronic changeable copy sign to change from one message to another.

Travel: A mode of message transition on an electronic changeable copy sign, in which the message appears to move horizontally across the display surface.

V sign: A sign containing two faces of equal size, positioned at an interior angle subtending less than one hundred seventy-nine degrees (179^0) at the point of juncture of the individual faces.

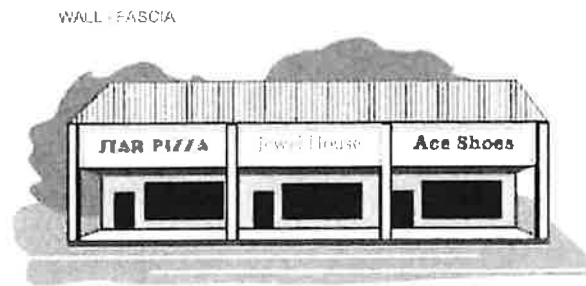
Vacant property: Any property that contains no building or principal use; or a building that contains a building or structure which has not been occupied for six or more consecutive months.

Vehicular sign: Any sign placed, mounted, painted on or affixed to a motor vehicle, freight, flatbed or storage trailer or other conveyance when same are placed or parked in such a manner that can be viewed from the public right(s)-of-way; provided, however, that this definition shall not apply when (1) Such conveyances are actively being used to transport persons, goods or services in the normal course of business; or (2) such conveyances are actively being used for storage of construction materials for, and on the same parcel where a construction project for which building is underway and required permits have been issued.

Even if the wheels or supports of such sign are removed and the sign converted and attached, temporarily or permanently, to the ground or other structure, said sign shall remain a vehicular sign for purposes of this chapter.

Visible: Capable of being seen (whether or not legible) without visual aid by a person of normal visual acuity.

Wall sign: A single-sided sign with one visible face applied to or mounted to the wall or surface of a building or structure, in a parallel fashion, and which does not project more than 4 inches from the outside wall of such building or structure.



Source: United States Sign Council. 2011.

Source: United States Sign Council. 2011
Model Code for Regulation of On-Premise Signs.

Windblown device: Any device that is designed to inform or attract, whether or not such device carries a message, and which all or part of the device is set in motion by wind. This device includes streamers, ribbons, or long narrow strips of fabric, plastic, or other pliable material designed to move in the wind. For purposes of this chapter, windblown devices are advertising devices. Flags, banners, air blown devices, and suspended signs are defined separately and are therefore not considered windblown devices for purposes of this chapter.

Window sign: A sign that is placed on a windowpane or a glass door. Displays which show products or depict services sold on the premises and which are inside a building and not affixed to an exterior window or door are "interior signs" and shall not be classified as window signs.

Section 43-106. Exemptions.

The following types of messaging and signs are exempt from this chapter. No sign permit is required, and this chapter does not impose regulations on the following:

- (a) Signs, building markers, and decorative or architectural features carved into a building or raised in integral relief on a building. Signs or letters that are raised must be a physical part of the building facade to qualify under this provision; they must be a part of the physical construction of the building materials comprising the facade; letters or signs that are merely attached to the exterior façade of the building do not qualify, even if the same finish or color.
- (b) Cemetery stones and markings of individual graves or burial plots.
- (c) Holiday decorations, provided that they temporary (seasonal basis) and are removed within a reasonable period following the holiday season to which they pertain.
- (d) Incidental signs.
- (e) Interior signs.
- (f) Murals, but only when erected as part of a public art program or other program recognized by the Governing Authority of the City of Hoschton.
- (g) Public notice signs and signs of a public interest, erected by or on the order of a public officer in the performance of his duty, such as public notices, safety signs, memorial plaques, and signs of historical interest, including street pole banners erected by a public entity.
- (h) Scoreboards that are part of a public or private recreational facility.
- (i) Signs required by federal or state law, including but not limited to signs identifying disabled parking spaces required pursuant to applicable state law or the Hoschton zoning ordinance.
- (j) Signs not legible from a public right-of-way or adjacent property, or from outdoor areas of public property.
- (k) Street/property address identifiers and building identification numbers.
- (l) Traffic safety signs, installed within the right-of-way of a public street under the authority of the state or a local government, or traffic safety signs installed along driveways and in off-street parking lots, per the requirements of the City and consistent with the Manual on Uniform Traffic Control Devices.

Section 43-107. Prohibited Signs.

The following signs and advertising devices are prohibited unless otherwise specifically provided in this chapter:

- (a) Signs erected within a state or city right-of-way without the permission of the owner. Any unauthorized traffic control device or sign or message placed in a public right-of-way by a private organization or individual constitutes a public nuisance and is subject to removal.
- (b) Signs erected without the permission of the property owner.
- (c) Signs that obstruct any fire escape, window, door, or opening usable for fire prevention or suppression, or that prevent the free passage from one part of a roof to any other part thereof.
- (d) Signs shaped in a manner and with a color that imitates, or could be mistaken for, an official traffic control sign, such as a red, octagonal "stop" sign or yellow, triangular "yield" sign.
- (e) Vehicular signs.
- (f) Signs attached to trees, traffic control devices, utility poles, benches, trash cans, or similar devices, except for signage related to the ownership of such items.

Section 43-108. Location Restrictions.

- (a) Signs in Public Right of Way. No sign shall be erected on or encroach on any public right-of-way unless authorization is specifically granted by the Governing Authority of the City of Hoschton. Such sign shall be consistent with applicable state law with regard to signage in public rights-of-ways.
- (b) Visibility Clearance Area. No portion of a sign face, and no portion of a sign structure wider than 12 inches, between the heights of 2% feet and 12 feet shall be located within 20 feet of the intersection of the right-of-way lines of streets, roads, highways or railroads, or within 20 feet of the intersection of a street right-of-way and either edge of a driveway. In addition, no sign shall obstruct or impair the vision of any vehicle operator at the intersection of any public rights-of-way, at any entrance onto or exit from a public road, or any other location where said obstruction would create a hazard to life or property.
- (c) Obstruction of Visibility of Public Sign. No sign shall be located so as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device.
- (d) Height Clearance. Projecting signs and any sign suspended from a canopy shall provide a minimum of 8 feet of clearance from ground level to the bottom of the sign.

Section 43-109. Lighting Restrictions.

- (a) Signs located on properties utilized exclusively for a single-family dwelling (including manufactured home), two-family dwelling (duplex), exclusively for agricultural use, or combination of agricultural and residential use, shall not be illuminated.
- (b) Temporary signs shall not be illuminated.
- (c) Signs shall be externally illuminated.
- (d) The light from any illuminated sign shall not be of an intensity or brightness that interferes with the peace, comfort, convenience, and general welfare of residents or occupants of adjacent or nearby properties.
- (e) No sign shall have blinking, flashing, or fluctuating lights or other illuminating devices that have a changing light intensity, brightness or color.
- (f) Illumination shall be by a steady stationary light source, shielded and directed solely at the sign. Light fixtures shall be restricted to not more than one shielded light fixture per side for signs up to 40 square feet and not more than two shielded light fixtures per side for signs over 40 square feet.
- (g) Light sources to illuminate signs shall neither be visible from any street right-of-way, nor cause glare hazardous to pedestrians or vehicle drivers or so as to create a nuisance to adjacent properties. All ground-mounted lighting must be obscured by landscaping approved by the Zoning Administrator or designee
- (h) Signs shall not have light-reflecting backgrounds but may use light-reflecting lettering or halo lighting.
- (i) Lamps shall only produce a white light

Section 43-110. Maximum Sign Height.

Type of Sign	Commercial	Industrial	Institutional	Agricultural/ Residential	Vacant	PUD/Mixed Use
	Max. height ft.	Max. height ft.	Max. height ft.	Max. height ft.	Max. height ft.	Max Height ft.
Principal round signs	12	12	12	10	10	See Sec. 43-137
Accessory and all other ground	8	8	8	6	6	See Sec. 43-137

signs where permitted						
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- (a) Unless otherwise specifically provided in this chapter, signs shall not exceed the height allowances provided in Table 43-1:

Table 43-1 Maximum Ground Sign Height

- (b) Wall signs shall not exceed the height of the building wall on which it is attached

Section 43-111. Principal Ground Signs.

- (a) One principal ground sign per property frontage shall be permitted for each lot used for-commercial, industrial, or institutional uses, not to exceed 72 square feet
- a Signs greater than 60 square feet shall not exceed 12 feet in width
- (b) A principal use ground sign is not permitted for individual residential or agricultural land uses or for vacant property.

Section 43-112. Accessory Ground Signs.

Two accessory ground signs per property frontage shall be permitted for each lot used for commercial, industrial, institutional, residential dwelling, agricultural land use, and for each vacant property, not to exceed the following area limits per individual sign:

- (a) 16 square feet for commercial and industrial;
- (b) 12 square feet for institutional, and
- (c) 6 square feet for residential or agricultural land use or vacant property.

Section 43-113. Residential Subdivision or Project Entrance Signs.

- (a) Any residential subdivision or multiple-family residential complex shall be permitted one ground sign for each entrance to the subdivision or complex, not exceeding 72 square feet of area for each sign.
- (b) Alternatively, such residential subdivision or complex may install two ground signs per entrance to the subdivision or complex (one on each side of the entrance), not exceeding 36 square feet of area for each sign. When a subdivision or project entrance sign is constructed as an integral part of a wall, only the portion of the monument that contains a message shall be counted for purposes of determining maximum sign area.

Section 43-114. Wall Signs.

Wall signage is permitted for commercial, industrial, and institutional land uses. The maximum number of wall signs shall be limited to two per building wall under ownership, lease, or rent, and the total area of wall signs shall not exceed two square foot of sign area per one linear feet of wall under ownership, lease, or rent.

Section 43-115. Window Signs.

Window signage is permitted for commercial, industrial, and institutional land uses. The number and area of signs is not restricted.

Section 43-116. Signs During Sale or Construction.

In addition to other signs allowed by this chapter, during the time a parcel or building is for sale, lease, or rent, or under construction, the following temporary sign allowance applies:

- (a) One ground sign per property frontage, not to exceed (for each sign permitted) 48 square feet for commercial or industrial, 32square feet for institutional, and 20 square feet for residential or agricultural uses; and
- (b) One wall sign not to exceed one square foot per linear feet of leased wall frontage; or one window sign with no maximum area limitation.

Section 43-117. SR 53 Corner Lot Additional Sign Allowance.

In addition to all other sign allowances provided in this chapter, any lot that has frontage on both State Route 53 and an intersecting public street (i.e., SR 53 corner lot) shall be allowed one additional ground sign not exceeding 48square feet, or two additional wall signs not exceeding 48 square feet (combined area allowed for one or two wall signs).

Section 43-118. Sandwich Board Signs.

For commercial uses, one sandwich board sign no larger than ten square feet, is permitted for each 50 feet of building frontage under ownership, lease or rent, of a building, but only during times when the business is open. Such signs shall be unlawful if left in place outside of business hours.

Section 43-119. Signs on Fences.

One identification plate not exceeding 0.5 square foot of area may be affixed to any fence. One banner or other sign may be affixed to a fence on commercial or industrial properties, not to exceed 16 square feet in area. Such area may be increased to 32 square feet if the banner or sign affixed to a fence is in lieu of permitted ground or wall signage.

Section 43-120. Drive-through Lane Signage.

Drive-through lanes serving a restaurant may have a maximum of two display boards, each not exceeding 12 feet in height or 48 square feet in area.

Section 43-121. Flags.

- (a) Generally. Any establishment, or institution may display as many as three flags per parcel, when displayed in accordance with this section. Flags may be displayed on a pole, projecting from a building or door, or placed in a window.
- (b) Projecting flags. Flags may be flown from a metal or wooden pole attached to a bracket projecting from the side of a building or doorframe. Flags displayed in such a manner shall not impede pedestrian or vehicular traffic.
- (c) Window flags. Flags may be hung in a window.
- (d) Prohibition. Flags shall not be attached to vehicles, utility poles, light posts, or to the ground in any manner inconsistent with this section.
- (e) The flag of the United States should be displayed in accordance with the U.S. Flag Code and state law

Section 43-122. Electronic Changeable Copy Signs.

Electronic changeable copy signs may be permitted in conjunction with any permanent ground sign, or any wall or window sign, that is permitted by this chapter, subject to the following additional requirements:

- (a) Use limitations. Such signs shall be permitted only in conjunction with a commercial, industrial or institutional land use;
- (b) Extent of coverage. An electronic changeable copy sign may be a portion of a wall, window, or permanent ground sign, or it may comprise the entire sign area of such wall, window or permanent ground sign;
- (c) Permits. Such signs require the issuance of an electrical permit in addition to a sign permit;
- (d) Limit 1 per establishment. No more than 1 such sign shall be permitted for any individual establishment;
- (e) Duration of message. Each message on such sign shall remain fixed for at least six seconds;
- (f) Transition time. The change sequence of messages shall either occur immediately, or there shall be a transition time of less than one second between different messages. A "fade" or "dissolve" mode, may be used to accomplish a gradual transition from one message to another;

Section 43-123. Interim Banner or Interim Advertising.

This section applies to any business, industry, institution that has occupied space in a nonresidential building, but which does not yet have either a permanent wall sign or ground sign to identify the establishment. Such business, industry, institution or other occupant may erect a temporary banner not exceeding 96 square feet in area for commercial or industrial

land use or 72 square feet in area for institutional use on a front building wall, of the occupied space. The temporary banner shall not remain in place for more than 45 days and must be removed once a permanent wall sign is affixed or ground sign is erected, whichever first occurs.

In lieu of temporary banner allowance authorized in this section, the city shall authorize other signs and advertising devices in combination with a functional equivalent of 96 square feet in area for commercial or industrial land use or 72 square feet in area for institutional use square feet in signs and advertising devices including but not limited to: feather banners, temporary ground or wall signs, and flags.

Section 43-124. Suspended Signs.

One suspended sign per commercial establishment, not exceeding 8 square feet, shall be allowed in addition to permitted wall signage.

Section 43-125. Projecting Signs.

Projecting signs are permissible as a substitute to a permitted wall sign, subject to the limitations for wall signs and the following additional requirements:

- (a) Projecting signs shall project perpendicularly from the building.
- (b) Projecting signs shall not project more than 3 feet beyond the face of the building.
- (c) Projecting signs shall be secured in place with a frame mount assembly.
- (d) Projecting signs shall have a ground clearance of no less than 8 feet above the lowest ground elevation.

Section 43-126. Special Event Signage, Establishment.

Upon application for a special event sign permit, additional signage and advertising devices may be authorized by the Zoning Administrator on a temporary basis in the form of a special event sign permit, subject to the following requirements:

- (a) Only three (3) temporary special event sign permits shall be issued to any one (1) business, industry or institution in any calendar year.
- (b) A special event signage permit shall be valid for a maximum of thirty (30) days; provided, however, that a business or institution may elect to have and in such instances the city shall authorize one temporary special event sign permit per calendar year for a period not to exceed sixty (60) days.
- (c) It shall be a violation of this chapter to continue to display of temporary signs or advertising devices authorized pursuant to this section, after the expiration of a special event signage permit, unless another such permit is lawfully issued.
- (d) At the discretion of the applicant for a special event sign permit, the following may be authorized by the Zoning Administrator, provided that the total square footage of

special event signage shall not exceed 96 square feet in area for commercial or industrial land use or 72 square feet in area for institutional use or its equivalent as determined by the Zoning Administrator banner, feather banner, flag, hand-held sign, sign erected on a fence on the site, wind-blown device, pennants, air-blown device or inflatable sign.

Section 43-127. Marketing Signage for a Residential Subdivision.

This special sign allowance shall apply to subdivisions containing attached or detached, single-family dwellings. Notwithstanding the prohibitions on certain types of signs and advertising devices as specified in this chapter, upon application for a special event sign permit, additional signage and advertising devices may be authorized by the Zoning Administrator in the form of a special event sign permit, subject to the following requirements:

- (a) Duration. The duration of the special event sign permit shall not exceed six months, unless renewed.
- (b) Number, type, and area. The applicant may seek one of the following options
 - 1 . One or more temporary ground signs, on premise, not to exceed 32 square feet in area (total for all signs); or
 - 2 No more than two banners or feather banners, not to exceed 32 square feet total for all such banners or feather banners; or
 - 3 No more than two off-premise signs, not to exceed 32 square feet in total; this option shall require that authorization from the property owner be secured and evidence thereof to be submitted as a part of the permit application;

Section 43-128. Weekend Signs.

In addition to other sign allowances authorized by this chapter, signs on properties in all land use categories including vacant lands are also allowed between Friday starting at 5:00 p.m. and Sunday ending at 8:00 p.m. as temporary signs and subject to the following provisions:

- (a) Such signs shall be erected and maintained only with the permission of the owner of the property upon which the sign is erected.
- (b) Such signs shall not exceed 6 square feet in area nor be more than 3 feet in height.
- (c) Nonpermanent but water-resistant construction materials may be used, such as but not limited to poster board, foam core board or illustration board.

Section 43-129. Variance or Special Authorization.

A property owner or sign owner may apply for a variance from the provisions of this chapter or a special authorization for signage or advertising device usage not otherwise permitted by this chapter, in accordance with this section.

- (a) The application shall be accompanied by information about the proposed sign or advertising device to be utilized. The Zoning Administrator may require information about the variance or special authorization sufficient to enable evaluation of the request. Variance or special authorization applications shall be accompanied by a fee of \$100.00 per application. Each property for which a variance or special authorization application is filed shall constitute a separate application.
- (b) Applications to vary the sign regulations in this chapter or to authorize special allowances for advertising devices shall not require public notice.
- (c) Any such application for variance or special allowance must be submitted to the zoning administrator and determined complete at least ten (10) business days prior to the meeting of City Council at which the application is to be considered.
- (d) The city council may approve, conditionally approve, or deny an application for variance or request for special allowance for signage or advertising. Approval by City Council shall constitute the only authorization required, unless an additional permit is required for the signage or special advertising as determined by the zoning administrator.

Section 43-130. Nonconforming Signs.

Signs which do not meet all requirements of this chapter on its effective date, or which do not meet provisions of this chapter at the time of its amendment, may stay in place until or unless provided otherwise by this chapter.

- (a) No structural repairs, change in shape, or size of a nonconforming sign shall be permitted except to make the sign comply with the requirements of this chapter.
- (b) Nonconforming signs shall not be modified to add additional lighting or altered in any way that increases the value of said nonconforming sign.
- (c) A nonconforming sign which has been damaged to such extent that repairs equal to or exceeding fifty percent of the sign's current replacement value, as may be determined by independent appraisal or the Zoning Administrator, shall not be repaired or replaced except in conformity with this chapter.
- (d) Minor repairs and maintenance of nonconforming signs shall be permitted.
- (e) A nonconforming sign shall not be moved or replaced by another nonconforming sign unless in conformity with this chapter, except that the substitution or interchange of poster panels, painted boards or dismountable material on nonconforming signs shall be permitted (this shall not authorize the addition of an electronic message display to a nonconforming sign).

Section 43-131. Additional Signage on Lot with Nonconforming Sign.

No principal use or accessory use ground sign or wall sign shall be authorized or permitted to be erected on the same property with an existing nonconforming sign until the nonconforming sign has been removed or made to conform to the provisions of this chapter.

This provision shall not apply to billboards as lawfully existed on the effective date of this chapter.

Section 43-132. Building and Electrical Permits for Signs.

- (a) Building permit. A building permit, if required by the building code, shall be obtained from the Building Inspector prior to installation or placement of any sign. It shall be unlawful for any person to post, display, or erect a sign in the city without first having obtained a building permit, if required by the building code for said sign.
- (b) Electrical permit. An electrical permit, if required by the building or electrical code, shall be obtained prior to the installation or placement of any illuminated sign. All electrical service to a sign once installed shall be in compliance with the electrical code. It shall be unlawful for any person to post, display, or erect a sign with an electrical connection in the unincorporated portion of the city without first having obtained an electrical permit, if required by the electrical code for said sign.
- (c) Conformity. All signs for which a building permit or electrical permit is required shall be constructed and maintained in conformance with all applicable building code and electrical code requirements.
- (d) Application and structural plans. The applicant for a building permit, if required, shall submit application materials as specified by the Building Inspector, including a sketch or print drawn to an engineering or architectural scale showing pertinent information such as wind pressure requirements and display materials in accordance with requirements of the building code.
- (e) Plan certification. Plans required for issuance of a building permit for any projecting sign shall be certified as to conformance with all structural and wind-load resistive standards of the building code by a qualified structural engineer, or be prepared using standard drawings prepared by a structural engineer or other qualified professional meeting or exceeding all requirements of the building code.
- (f) Process. For signs requiring a building or electrical permit, the city shall process such permit applications in the same manner as required for any other building or electrical permit, according to procedures specified in the building or electrical code, whichever is applicable, and as administratively established by the building Inspector and as administered by the Zoning Administrator.
- (g) Fees. The fee for a building permit if required for a sign shall be as specified in the building permit fee schedule adopted by the City Council.

Section 43-133. Sign Permit.

- (a) Required. sign permit shall be required for: any sign with a sign area exceeding 16 square feet.
- (b) Permit application. An application for a sign permit shall require the authorization of the property owner(s). Only the sign owner or authorized agent of the sign owner may

make application for a sign permit. Sign permits shall be issued only to the owner of the real property where the sign is to be located; or to an authorized agent of the property owner, or to a lessee who has the right to maintain a sign on the real property where the sign is to be located; or to a sign contractor, constructor, or erector as the agent of the owner or

(c) Application requirements. An application for a sign permit, if required, shall be made on an application form furnished by the Zoning Administrator. The application form and application materials shall include the following:

- 1 . The names, mailing addresses, telephone numbers, and e-mail addresses of the sign owner, sign erector, property owner, lessee (if applicable), and the agent (if applicable) making the application; approval of the property owner shall be evidenced by signature on the application form by the property owner or authorized agent (in which case a power of attorney or other evidence of legal authority to act on behalf of the property owner shall also be submitted);
- 2 A \$50.00 non-refundable application fee; if the application is made after the sign has already been erected, the fee shall be \$100.00 and non-refundable
- 3 The address and description (e.g., tax parcel number) of the property on which the sign is to be erected;
- 4 The type of sign to be permitted, as classified by this chapter;
- 5 The number of sign faces and the height and area of the sign to be permitted; and
- 6 The proposed placement location, shown on a sketch of the building facade if a wall sign or on a plot plan or boundary survey of the property if a ground sign.

(d) Permit application review. When required, a sign permit application shall be submitted to the Zoning Administrator for review and disposition. Processing times from the date a complete application for a sign permit has been received, shall not exceed 15 calendar days, during which time the Zoning Administrator shall review the sign permit application for compliance with this chapter.

(e) Decision. Upon determination that the application fully complies with the provisions of this chapter, the Zoning Administrator shall issue the sign permit. Issuance of a sign permit shall be considered sufficient notice to the applicant that such sign permit is approved. Applications for sign permits which do not comply with the provisions of this chapter or applicable building or electrical codes shall not be approved by the city, unless a variance or special authorization is applied for and granted by City Council. In addition, sign permits shall be withheld if the site on which the sign is proposed to be located contains a prohibited sign, a derelict sign, or a sign for which maintenance is required and which has not been maintained in accordance with the requirements of this chapter.

- (a) Denial. If an application for a sign permit is denied, the applicant shall be given written notice stating the reason(s) for the denial. A property owner may reapply for the same sign which was previously denied a sign permit, in order to secure permission for a sign which complies with this chapter and applicable building and electrical codes. An applicant may appeal the denial of a sign permit by filing a request for variance or special advertising authorization as specified in Section 43-129 of this chapter.

Section 43-134. Sign Construction and Maintenance.

- (a) Materials, colors, and shapes of proposed signs shall be complementary to the related buildings and to nearby structures and signs. Sign colors shall be non-reflective and shall not contain fluorescent colors.
- (b) All signs, together with all their supports, braces, guys, and anchors shall be kept in good repair. Property owners of a sign in need of maintenance shall be responsible for promptly maintaining such sign in good repair.
- (c) In cases of a sign in need of maintenance, the Zoning Administrator or other city designee for enforcement shall notify property owner and sign owner if different of the need to maintain signs. If a condition of sign in need of maintenance still exists for more than 30 calendar days after the date such notification was mailed, the Zoning Administrator or other city designee for enforcement shall issue a notice of violation and compliance order to the property owner and if different, the sign owner.

Section 43-135. Discontinued Signs.

- (a) If a principal use or activity on a property has ceased operation, any permanent ground signs including supports, and wall signs, permitted in connection with said principal use or activity shall be removed within 90 days of the discontinuance of said principal use or activity; provided, however, that a property owner with a significant investment in a sign structure that may reuse the sign structure for another activity within 1 year, may retain the sign structure in compliance with this section, provided that notice of such intent to retain the sign is provided in writing to the zoning administrator.
- (b) If a discontinued principal use ground or wall sign contains a sign face that is in the form of a removable panel, the panel containing advertising shall be removed and replaced with a panel without sign copy until another principal use is established and a sign permit if required is issued for a new principal use ground or wall sign. The purpose of this provision is to prevent the image of blight associated with a sign structure that has had the copy or sign panel removed, leaving interior supports of the sign structure exposed to public view.
- (c) If a discontinued principal use monument sign contains a sign copy area that is not removable without disassembling the monument, then the sign copy area shall be

painted over if possible, or, where it cannot be painted over, covered with durable cloth or canvas so that the sign copy and/or underlying structure which was permitted in connection with the business or activity discontinued is no longer visible, until such time as a new sign permit, if required, is applied for and granted, or approved sign copy is affixed on the sign copy area of said monument.

Section 43-136. Enforcement of Illegal Signs.

- (a) Any action or inaction that violates the provisions of this chapter or the requirements of an approved sign permit may be subject to the enforcement actions authorized by the City of Hoschton Code of Ordinances and this chapter.
- (b) In the event the City determines that an applicant or other responsible party has failed to comply with the terms and conditions of a permit, an approved plan or the provisions of this chapter, the zoning administrator or authorized designee (including code enforcement officer) shall issue a written notice of violation to such applicant or other responsible party.
- (c) Prior to taking any of the enforcement actions or imposing any penalties, the city shall first notify the applicant or other responsible party in writing of the intended action, and shall provide a reasonable opportunity of not less than ten business days to cure such violation; provided, however, that violations that constitute an immediate danger to public health or public safety shall be cured within 24 hours of receipt of such written notice.
- (d) Derelict signs, and any signs erected without proper authorization in street rights of ways, or on private property alongside a right of way that constitute a safety hazard, may be removed from placement in such locations by city personnel.
- (e) In addition to enforcement mechanisms permissible with regard to violations of this chapter generally, no new sign shall be authorized to be erected on the same property, and no new sign shall be permitted by the city, unless the property on which the new sign is proposed is in compliance with the requirements of this chapter in all respects.
- (f) Violations not corrected will result in a fine of \$100 (one hundred dollars). If the violations is not corrected additional fines of up to \$500 (five hundred dollars) of shall be issued for each ten business day period the violation remains uncured.

Section 43-137. Sign Regulations for Planned Unit Developments.

Within established planned unit development (PUD) zoning district boundaries, any sign allowances and permissions established as a part of such PUD conditional zoning approval shall prevail over the requirements of this chapter. Where a PUD conditional zoning approval exists but does not address the type of sign or the nature of advertising proposed, such signage within such PUD zoning district boundaries shall be subject to the requirements of this chapter.

Section 2.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3.

If any portion of this ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

Section 4.

This ordinance may be codified as part of the Code of Ordinances of the City of Hoschton and may be reorganized or renumbered to effectuate that intent.

Section 5.

The effective date of this ordinance shall be upon final approval by the Mayor of the City of Hoschton pursuant to Section 2.14(b) of the City Charter.

SO ORDAINED THIS 17th DAY OF JULY, 2025

Debbie Martin, Mayor

ATTEST:

Jennifer Kidd-Harrison, City Clerk

Approved as to Form:

Abbott S. Hayes, Jr., City Attorney

COMPENSATION FOR MAYOR AND COUNCIL

City of Hoschton
Ordinance No. O-25-05

AN ORDINANCE TO AMEND SECTION 3-308 ENTITLED "COMPENSATION" OF THE HOSCHTON CITY CODE BY AMENDING THE LANGUAGE AS SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Section 3-308(1) of the Hoschton City Code sets forth compensation for the Mayor and members of the City Council; and

WHEREAS, the Mayor and City Council now desire to amend said Section as more specifically described herein.

NOW THEREFORE THE COUNCIL OF THE CITY OF HOSCHTON HEREBY ORDAINS as follows:

SECTION I.

Section 3-308(1) of the Hoschton City Code is hereby amended by eliminating it in its entirety and substituting in its place the following:

Section 3-308 Compensation

1. The Mayor shall receive as compensation the sum of \$1,500 per month. Each member of the Hoschton City Council shall receive as compensation the sum of \$1,000 per month.

SECTION II.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V.

The effective date of this ordinance shall be February 1, 2026.

Adopted this ____ day of _____, 2025.

Debbie Martin, Mayor

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

ALMA FARMS DEED

STATE OF GEORGIA

COUNTY OF JACKSON

RIGHT OF WAY GENERAL WARRANTY DEED

THIS INDENTURE, made this 22 day of May, 2025 between **SOUTHEAST-PEACHTREE ACQUISITION LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor"), and **CITY OF HOSCHTON**, a political subdivision of the state of Georgia (hereinafter referred to as "Grantee");

WITNESSETH, That, Grantor, for and in consideration of **TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land, lying and being in G.M.D. 1407, City of Hoschton, Jackson County, Georgia, as described in further detail in Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, its successors and assigns, against the claims of all persons whomsoever. Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Deed under seal on the date above written.

GRANTOR: **SOUTHEAST-PEACHTREE ACQUISITION LLC,**
a Delaware limited liability company

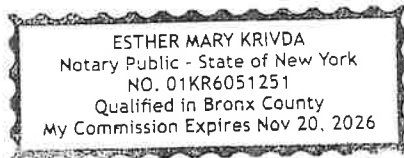
Signed, sealed, and delivered this
22 day of May, 2025
in the presence of:

Kristi Kovats
WITNESS Kristi Kovats

Esther Mary Krivda
NOTARY PUBLIC

My Commission Expires: 11/20/2026

[AFFIX NOTARY SEAL]



P:\Clients\5642\Nunley Farms\Right of Way Deed. Alma Farms.docx

By: Southeast Acquisition LLC, a Delaware limited liability company, its sole member

By: JPMorgan Chase Bank, N.A., its manager

By: Chris Castellini
Name: Chris Castellini
Title: Executive Director

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE: **CITY OF HOSCHTON**, a political
subdivision of the state of Georgia

By: _____
Print Name: _____
Title: _____

Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: _____

[AFFIX NOTARY SEAL]

EXHIBIT "A"
Property Description

Street Dedication for Lizzie Lane, Carter Lane, Charlie Circle, Jay Circle, Gull Road and Reagan Road:

A parcel of land lying in G.M.D. 1407, City of Hoschton, Jackson County, Georgia, and being more particularly described as follows:

Commence at a point being the Northeasterly right-of-way of Pheasant Run (60' R/W) and the Northwesterly right-of-way of Peachtree Road A.K.A Hog Mountain Road (Variable R/W); thence leaving said intersection run North 36 degrees 23 minutes 54 seconds East for a distance of 149.84 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 39 degrees 18 minutes 30 seconds East for a distance of 13.76 feet to a point; North 37 degrees 04 minutes 44 seconds East for a distance of 123.60 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 37 degrees 04 minutes 44 seconds East for a distance of 69.28 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 37 degrees 04 minutes 44 seconds East for a distance of 50.40 feet to a point; thence run North 42 degrees 35 minutes 21 seconds East for a distance of 20.57 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 42 degrees 35 minutes 21 seconds East for a distance of 34.40 feet to a point; thence run North 41 degrees 27 minutes 08 seconds East for a distance of 36.14 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 41 degrees 27 minutes 08 seconds East for a distance of 18.41 feet to a point; thence run North 28 degrees 29 minutes 02 seconds East for a distance of 52.58 feet to a set 5/8" capped rebar (L.S.F. #1390); said point being the point of beginning of the parcel herein described:

Thence run North 10 degrees 26 minutes 51 seconds West for a distance of 23.34 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 49 degrees 22 minutes 44 seconds West for a distance of 106.50 feet to a point; said point lying on a curve to the left, said curve having a radius of 20.00 feet, a central angle of 90 degrees 11 minutes 33 seconds, chord bearing of South 85 degrees 31 minutes 29 seconds West, and a chord length of 28.33 feet, thence run along the arc of said curve for a distance of 31.48 feet to a point; thence run South 40 degrees 25 minutes 42 seconds West for a distance of 64.42 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 70.52 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 70.87 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 69.15 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 71.69 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 24 seconds West for a distance of 53.76 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 40 degrees 25 minutes 42 seconds East for a distance of 165.55 feet to a point; said point lying on a curve to the left, said curve having a radius of 13.00 feet, a central angle of 85 degrees 32 minutes 28 seconds, chord bearing of North 02 degrees 20 minutes 32 seconds West, and a chord length of 17.66 feet, thence run along the arc of said curve for a distance of 19.41 feet to a point; said point lying on a curve to the right, said curve having a radius of 125.00 feet, a central angle of 17 degrees 05

minutes 58 seconds, chord bearing of North 36 degrees 33 minutes 47 seconds West, and a chord length of 37.17 feet, thence run along the arc of said curve for a distance of 37.31 feet to a point; thence run North 28 degrees 00 minutes 48 seconds West for a distance of 21.23 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 48 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 48 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 48 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 48 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 48 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 48 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 28 degrees 00 minutes 48 seconds West for a distance of 34.06 feet to a point; said point lying on a curve to the left, said curve having a radius of 15.00 feet, a central angle of 52 degrees 01 minutes 12 seconds, chord bearing of North 54 degrees 01 minutes 24 seconds West, and a chord length of 13.16 feet, thence run along the arc of said curve for a distance of 13.62 feet to a point; said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 44 degrees 56 minutes 41 seconds, chord bearing of North 57 degrees 33 minutes 40 seconds West, and a chord length of 38.22 feet, thence run along the arc of said curve for a distance of 39.22 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 51 degrees 20 minutes 44 seconds, chord bearing of North 09 degrees 24 minutes 57 seconds West, and a chord length of 43.32 feet, thence run along the arc of said curve for a distance of 44.81 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 44 degrees 33 minutes 48 seconds, chord bearing of North 38 degrees 32 minutes 19 seconds East, and a chord length of 37.92 feet, thence run along the arc of said curve for a distance of 38.89 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 47 degrees 47 minutes 44 seconds, chord bearing of North 84 degrees 43 minutes 05 seconds East, and a chord length of 40.51 feet, thence run along the arc of said curve for a distance of 41.71 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 40 degrees 06 minutes 25 seconds, chord bearing of South 51 degrees 19 minutes 51 seconds East, and a chord length of 34.29 feet, thence run along the arc of said curve for a distance of 35.00 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 55 degrees 17 minutes 03 seconds, chord bearing of South 03 degrees 38 minutes 07 seconds East, and a chord length of 46.39 feet, thence run along the arc of said curve for a distance of 48.24 feet to a point; said point lying on a curve to the left, said curve having a radius of 15.00 feet, a central angle of 52 degrees 01 minutes 12 seconds, chord bearing of South 02 degrees 00 minutes 12 seconds East, and a chord length of 13.16 feet, thence run along the arc of said curve for a distance of 13.62 feet to a point; thence run South 28 degrees 00 minutes 48 seconds East for a distance of 15.92 feet to a

set 5/8" capped rebar (L.S.F. #1390); thence run South 28 degrees 00 minutes 48 seconds East for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 28 degrees 00 minutes 48 seconds East for a distance of 68.00 feet to a point; said point lying on a curve to the left, said curve having a radius of 13.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, chord bearing of South 73 degrees 00 minutes 48 seconds East, and a chord length of 18.38 feet, thence run along the arc of said curve for a distance of 20.42 feet to a point; thence run North 61 degrees 59 minutes 12 seconds East for a distance of 143.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 61 degrees 59 minutes 12 seconds East for a distance of 69.04 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the left, said curve having a radius of 15.00 feet, a central angle of 52 degrees 01 minutes 12 seconds, chord bearing of North 35 degrees 58 minutes 36 seconds East, and a chord length of 13.16 feet, thence run along the arc of said curve for a distance of 13.62 feet to a point; said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 63 degrees 32 minutes 46 seconds, chord bearing of North 41 degrees 44 minutes 23 seconds East, and a chord length of 52.66 feet, thence run along the arc of said curve for a distance of 55.45 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 51 degrees 21 minutes 31 seconds, chord bearing of South 80 degrees 48 minutes 29 seconds East, and a chord length of 43.33 feet, thence run along the arc of said curve for a distance of 44.82 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 52 degrees 47 minutes 38 seconds, chord bearing of South 28 degrees 43 minutes 55 seconds East, and a chord length of 44.46 feet, thence run along the arc of said curve for a distance of 46.07 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 48 degrees 32 minutes 18 seconds, chord bearing of South 21 degrees 56 minutes 03 seconds West, and a chord length of 41.10 feet, thence run along the arc of said curve for a distance of 42.36 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 67 degrees 48 minutes 12 seconds, chord bearing of South 80 degrees 06 minutes 18 seconds West, and a chord length of 55.78 feet, thence run along the arc of said curve for a distance of 59.17 feet to a point; said point lying on a curve to the left, said curve having a radius of 15.00 feet, a central angle of 52 degrees 01 minutes 12 seconds, chord bearing of South 87 degrees 59 minutes 48 seconds West, and a chord length of 13.16 feet, thence run along the arc of said curve for a distance of 13.62 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 61 degrees 59 minutes 12 seconds West for a distance of 69.04 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 61 degrees 59 minutes 12 seconds West for a distance of 143.00 feet to a point; said point lying on a curve to the left, said curve having a radius of 13.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, chord bearing of South 16 degrees 59 minutes 12 seconds West, and a chord length of 18.38 feet, thence run along the arc of said curve for a distance of 20.42 feet to a point; thence run South 28 degrees 00 minutes 48 seconds East for a distance of 68.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 28 degrees 00 minutes 48 seconds East for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 28 degrees 00 minutes 48 seconds East for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 28 degrees 00 minutes 48 seconds East for a

distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 28 degrees 00 minutes 48 seconds East for a distance of 107.37 feet to a point; said point lying on a curve to the left, said curve having a radius of 75.00 feet, a central angle of 11 degrees 35 minutes 37 seconds, chord bearing of South 33 degrees 48 minutes 36 seconds East, and a chord length of 15.15 feet, thence run along the arc of said curve for a distance of 15.18 feet to a point; said point lying on a curve to the left, said curve having a radius of 13.00 feet, a central angle of 99 degrees 57 minutes 53 seconds, chord bearing of South 89 degrees 35 minutes 21 seconds East, and a chord length of 19.91 feet, thence run along the arc of said curve for a distance of 22.68 feet to a point; thence run North 40 degrees 25 minutes 42 seconds East for a distance of 147.27 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 40 degrees 25 minutes 42 seconds East for a distance of 97.06 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 40 degrees 25 minutes 42 seconds East for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 40 degrees 25 minutes 42 seconds East for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 40 degrees 25 minutes 42 seconds East for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 40 degrees 25 minutes 42 seconds East for a distance of 70.50 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 40 degrees 25 minutes 42 seconds East for a distance of 140.03 feet to a point; said point lying on a curve to the left, said curve having a radius of 13.00 feet, a central angle of 86 degrees 34 minutes 22 seconds, chord bearing of North 02 degrees 51 minutes 28 seconds West, and a chord length of 17.83 feet, thence run along the arc of said curve for a distance of 19.64 feet to a point; thence run North 46 degrees 08 minutes 39 seconds West for a distance of 64.48 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 46 degrees 08 minutes 39 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 46 degrees 08 minutes 39 seconds West for a distance of 9.34 feet to a point; said point lying on a curve to the left, said curve having a radius of 15.00 feet, a central angle of 52 degrees 01 minutes 12 seconds, chord bearing of North 72 degrees 09 minutes 15 seconds West, and a chord length of 13.16 feet, thence run along the arc of said curve for a distance of 13.62 feet to a point; said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 62 degrees 52 minutes 55 seconds, chord bearing of North 66 degrees 43 minutes 24 seconds West, and a chord length of 52.16 feet, thence run along the arc of said curve for a distance of 54.87 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 44 degrees 26 minutes 45 seconds, chord bearing of North 13 degrees 03 minutes 35 seconds West, and a chord length of 37.82 feet, thence run along the arc of said curve for a distance of 38.79 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 51 degrees 10 minutes 19 seconds, chord bearing of North 34 degrees 44 minutes 57 seconds East, and a chord length of 43.19 feet, thence run along the arc of said curve for a distance of 44.66 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 44 degrees 33 minutes 48 seconds, chord bearing of North 82 degrees 37 minutes 01 seconds East, and a chord length of 37.92 feet, thence run along the arc of said curve for a distance of 38.89 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 79 degrees 19 minutes 24 seconds, chord bearing of South 35 degrees 26

minutes 23 seconds East, and a chord length of 63.83 feet, thence run along the arc of said curve for a distance of 69.22 feet to a set 5/8" capped rebar (L.S.F. #1390); said point lying on a curve to the right, said curve having a radius of 50.00 feet, a central angle of 01 degrees 39 minutes 14 seconds, chord bearing of South 05 degrees 02 minutes 57 seconds West, and a chord length of 1.44 feet, thence run along the arc of said curve for a distance of 1.44 feet to a point; said point lying on a curve to the left, said curve having a radius of 15.00 feet, a central angle of 52 degrees 01 minutes 12 seconds, chord bearing of South 20 degrees 08 minutes 03 seconds East, and a chord length of 13.16 feet, thence run along the arc of said curve for a distance of 13.62 feet to a point; thence run South 46 degrees 08 minutes 39 seconds East for a distance of 68.03 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 46 degrees 08 minutes 39 seconds East for a distance of 71.24 feet to a point; said point lying on a curve to the left, said curve having a radius of 13.00 feet, a central angle of 93 degrees 25 minutes 38 seconds, chord bearing of North 87 degrees 08 minutes 32 seconds East, and a chord length of 18.93 feet, thence run along the arc of said curve for a distance of 21.20 feet to a point; thence run North 40 degrees 25 minutes 42 seconds East for a distance of 122.36 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 46 degrees 08 minutes 41 seconds East for a distance of 50.09 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 74.51 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 70.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 74.98 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 76.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 74.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 73.50 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 76.50 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 81.00 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 40 degrees 25 minutes 42 seconds West for a distance of 65.07 feet to a point; said point lying on a curve to the left, said curve having a radius of 20.00 feet, a central angle of 89 degrees 48 minutes 27 seconds, chord bearing of South 04 degrees 28 minutes 31 seconds East, and a chord length of 28.24 feet, thence run along the arc of said curve for a distance of 31.35 feet to a point; thence run South 49 degrees 22 minutes 44 seconds East for a distance of 100.88 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run North 85 degrees 58 minutes 37 seconds East for a distance of 21.34 feet to a set 5/8" capped rebar (L.S.F. #1390); thence run South 35 degrees 29 minutes 05 seconds West for a distance of 100.07 feet to the POINT OF BEGINNING.

Said parcel contains 142,027 square feet, or 3.260 acres.

TOGETHER WITH:

Golf Cart Path Dedication:

A parcel of land lying in G.M.D. 1407, City of Hoschton, Jackson County, Georgia, and being more particularly described as follows:

Commence at a point being the Northeasterly right-of-way of Pheasant Run (60' R/W) and the Northwesterly right-of-way of Peachtree Road A.K.A Hog Mountain Road (Variable R/W); thence run North 36 degrees 23 minutes 54 seconds East along said northwesterly right-of-way for a distance of 149.84 feet to a set 5/8" capped rebar (L.S.F. #1390) at the southerly corner of Lot 5 of Alma Farms Subdivision, as recorded in Plat Book 86, Page 196, *et seq.*, Jackson County, Georgia Clerk of Superior Court records; Thence run North 39 degrees 18 minutes 30 seconds East for a distance of 13.76 feet to a point; Thence run North 37 degrees 04 minutes 44 seconds East for a distance of 123.60 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 37 degrees 04 minutes 44 seconds East for a distance of 69.28 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 37 degrees 04 minutes 44 seconds East for a distance of 50.40 feet to a point; Thence run North 42 degrees 35 minutes 21 seconds East for a distance of 20.57 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 42 degrees 35 minutes 21 seconds East for a distance of 34.40 feet to a point; Thence run North 41 degrees 27 minutes 08 seconds East for a distance of 36.14 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 27 minutes 08 seconds East for a distance of 18.41 feet to a point; Thence run North 28 degrees 29 minutes 02 seconds East for a distance of 52.58 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 35 degrees 29 minutes 05 seconds East for a distance of 100.07 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 19 minutes 57 seconds East for a distance of 25.70 feet to a point; Thence run North 41 degrees 03 minutes 11 seconds East for a distance of 44.77 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 03 minutes 11 seconds East for a distance of 13.67 feet to a point; Thence run North 40 degrees 54 minutes 21 seconds East for a distance of 41.72 feet to a point; Thence run North 46 degrees 24 minutes 41 seconds East for a distance of 25.75 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 46 degrees 24 minutes 41 seconds East for a distance of 76.92 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 46 degrees 24 minutes 41 seconds East for a distance of 28.18 feet to a point; Thence run North 40 degrees 57 minutes 04 seconds East for a distance of 20.38 feet to a point; Thence run North 41 degrees 20 minutes 11 seconds East for a distance of 25.10 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 20 minutes 11 seconds East for a distance of 56.10 feet to a point; Thence run North 41 degrees 29 minutes 42 seconds East for a distance of 17.91 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 29 minutes 42 seconds East for a distance of 51.86 feet to a point; Thence run North 41 degrees 32 minutes 55 seconds East for a distance of 24.16 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 32 minutes 55 seconds East for a distance of 37.75 feet to a point; Thence run North 41 degrees 07 minutes 21

seconds East for a distance of 37.24 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 07 minutes 21 seconds East for a distance of 26.04 feet to a point; Thence run North 41 degrees 12 minutes 54 seconds East for a distance of 43.97 feet to a set 5/8" capped rebar (L.S.F. #1390); Thence run North 41 degrees 12 minutes 54 seconds East for a distance of 15.18 feet to a point; Thence run North 40 degrees 11 minutes 46 seconds East for a distance of 49.97 feet to a set 5/8" capped rebar (L.S.F. #1390) at the easterly corner of Lot 47 of said subdivision and being the point of beginning of the parcel herein described:

Thence run North 46 Degrees 08 Minutes 41 Seconds West along the northeast line of said Lot 47 for a distance of 156.72 feet to a set 5/8-inch capped rebar (L.S.F. 1390); Thence leaving said line run North 46 Degrees 08 Minutes 41 Seconds West for a distance of 50.09 feet to a set 5/8-inch capped rebar (L.S.F. 1390) at the eastern corner of Lot 46 of said subdivision; Thence run North 46 Degrees 08 Minutes 41 Seconds West for a distance of 350.83 feet along the northeasterly line of Lots 43 through 46 to a set 5/8-inch capped rebar (L.S.F. 1390); Thence leaving said line run North 43 Degrees 49 Minutes 35 Seconds East for a distance of 20.00 feet to a found 1/4-inch rebar; Thence run South 46 Degrees 08 Minutes 41 Seconds East for a distance of 557.64 feet to a set 5/8-inch capped rebar (L.S.F. 1390) on the northwesterly right-of-way of aforementioned Peachtree Road; Thence run South 43 Degrees 51 Minutes 19 Seconds West for a distance of 20.00 feet to the Point of Beginning.

Said parcel containing 11,153 Square Feet, or 0.26 Acres.