

Attachments: Rezoning Application & Documentation
Annexation Application & Documentation

President

Nicholas S. Fouts, P.E.



Sincerely,

We are excited to become a part of your community and grow with you.

Please continue to use me as the primary contact for this project as the Managing Member of Forza Senoia Partners, LLC and the President of Forza Group, Inc. You may reach me by telephone at 404.597.8665 (mobile) or 770.632.0828 (office), email (nfouts@forzagroup.us) or US Mail at 665 Highway 74 South, Ste. 100, Peachtree City, GA 30269.

Attached please find the required forms and documentation for both the rezoning and annexation of the balance of the property we have recently acquired at 3363 Highway 85 in Senoia. The "front" 28+/- acres of this property along Highway 85 is located within the city limits and was rezoned to Industrial (GI) at the March 7, 2022 City Council meeting. This request is to annex the balance of the property (approximately 75 acres) into the city limits and simultaneously rezone this area to match the recently rezoned section as Industrial.

Dear Ms. Rimi:

Subject: Annexation and Rezoning Applications for Forza Senoia Partners, LLC Property
3363 Highway 85
Senoia, Georgia

Ms. Dina Rimi
Planning and Zoning Coordinator
City of Senoia
80 Main Street
Senoia, Georgia 30276

June 10, 2022

PAID
6/10/22

Application for
Preliminary
Annexation Review



City of Senolia
P.O. Box 310
Senolia, GA 30276
(770) 599-3679

The purpose of the Annexation Zoning Policy is to provide a mechanism where by land, which is subject to annexation by the City of Senolia, shall be evaluated and a zoning district be decided upon to apply to said land upon the annexation becoming final.

Name of Applicant Nicholas Fouts for Forza Senolia Partners, LLC

Mailing Address 665 Highway 74 South, Ste. 100, Peachtree City, GA 30269

Telephone Number 404-597-8665 Email nfouts@forzagroup.us

Property Owners Forza Senolia Partners, LLC

Mailing Addresses 665 Highway 74 South, Ste. 100, Peachtree City, GA 30269

Telephone 404-597-8665 Email nfouts@forzagroup.us

Address/Parcel Tax ID# of Property 3363 Highway 85 / Parcel No. 1671309002

County Zoning R-40 Residential Requested Zoning Industrial (GI)

Present Land Use Undeveloped

Future Land Use Industrial park

Required

1. Above letter signed by owner(s)
2. 3 certified surveys of the property (dated not more than three months prior to this application)
3. Legal description of property
4. Title opinion from attorney
5. Proposed use and conceptual plan (3 paper and 1 pdf) for the property
6. Contact information
7. Letter of Intent
8. Letter stating how the annexation is reflective of the City of Senolia's Comprehensive Plan.
9. All Fees must be paid
10. A list of all property owners with mailing addresses within 250 feet of the property (s) being annexed (This information must come from the Coweta County Tax Map.

Date 6/10/2022

I, or we, the undersigned owner, or owners, of the hereinafter described property, do hereby submit this written and signed application, requesting that, the City of Senoia annex to the existing corporate limits of said City the hereinafter particularly described land and area.

The legal description of the land requested to be annexed herein in the manner aforesaid, is attached.

There is attached hereto a survey and plat in triplicate of said land and area (8 1/2 inches by 14 inches or less), made and prepared by a competent surveyor, particularly delineating the aforesaid land and area and showing on same the legal owner, or owners, of all the property so included and also the existing corporate limits of the City of Senoia at the place or places where same adjoins or is contiguous to said property.

It is certified that the aforesaid legal description and plat are true and correct, and that said plat does correctly show the owner, or owners, of the above described property, and it is further certified that same adjoins and is contiguous to the existing corporate limits of the City of Senoia, Georgia.

SIGNED 

WITNESS Simone Smith Gallette

DATE 6-10-2022

**AUTHORIZATION OF PROPERTY OWNER
Application for Rezoning or Variance**

I swear that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Coweta County, Georgia.
I authorize the person named below to act as Applicant in the pursuit of rezoning or a variance of this property.

Name of Applicant, Nicholas S. Fouts, Managing Member of Forza Senoia Partners, LLC
Address 665 Highway 74 South, Ste. 100, Peachtree City, GA 30269
Telephone No. 404-597-8665

Nicholas S. Fouts
Signature of Owner

Personally appeared before me

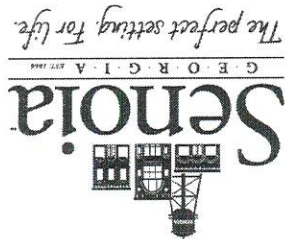
Nicholas S. Fouts

Who swears that the information
Contained in this authorization is
True and correct to the best of
His or her knowledge and belief.

Simone Smith Gillette
Notary Public
6-10-2022
Date



Application for
Preliminary
Annexation Review



City of Senolia
P.O. Box 310
Senolia, GA 30276
(770) 599-3679

Date 6/10/2022

I, or we, the undersigned owner, or owners, of the hereinafter described property, do hereby submit this written and signed application, requesting that the City of Senolia annex to the existing corporate limits of said City the hereinafter particularly described land and area.

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There is attached hereto a survey and plat in triplicate of said land and area (8 1/2 inches by 14 inches or less), made and prepared by a competent surveyor, particularly delineating the aforesaid land and area and showing on same the legal owner, or owners, of all the property so included and also the existing corporate limits of the City of Senolia at the place or places where same adjoins or is contiguous to said property.

It is certified that the aforesaid legal description and plat are true and correct, and that said plat does correctly show the owner, or owners, of the above described property, and it is further certified that same adjoins and is contiguous to the existing corporate limits of the City of Senolia, Georgia.

SIGNED Richard J. [Signature]
WITNESS Sumner Smith [Signature]
DATE 6/10/2022

Required

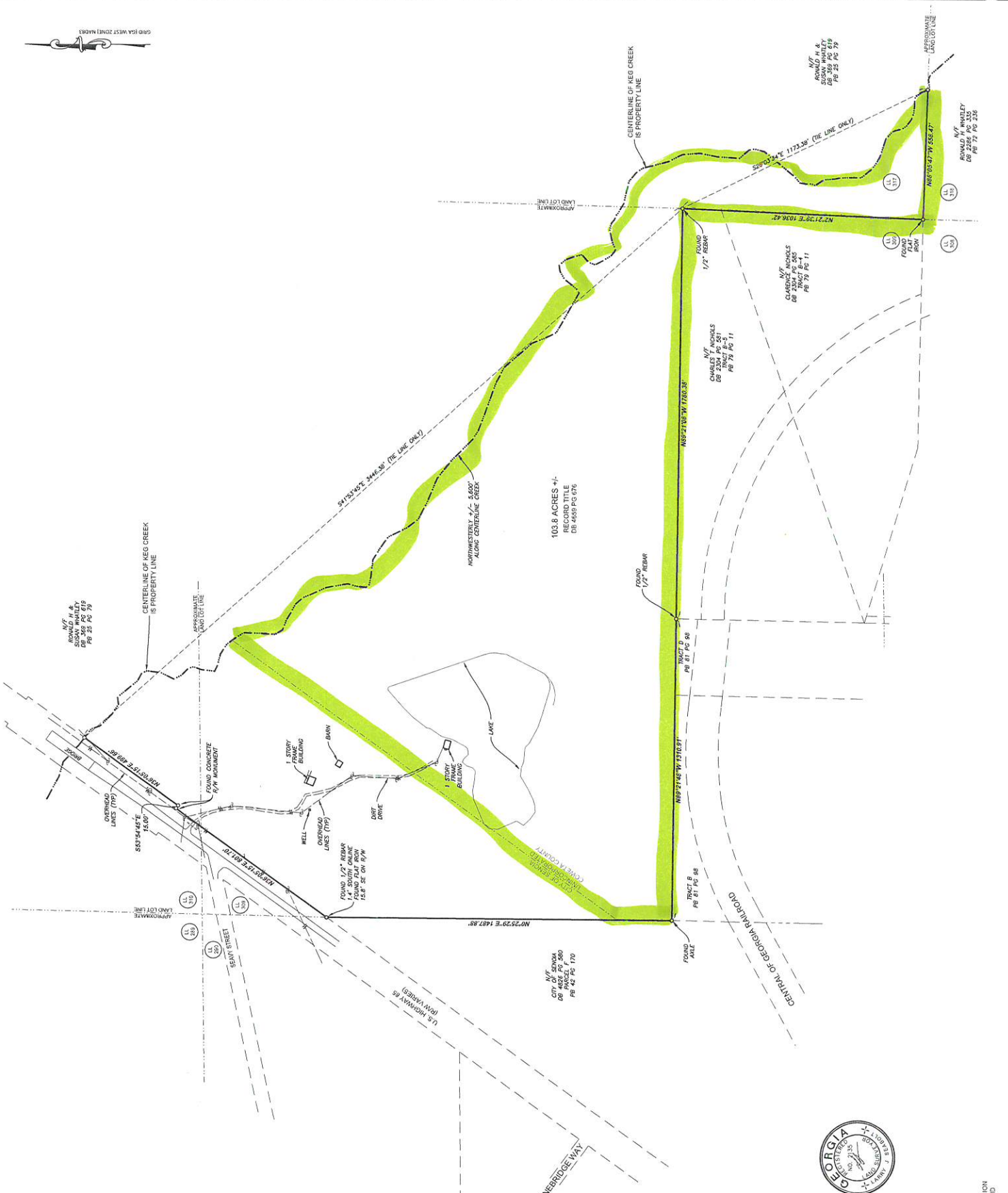
1. Above letter signed by owner(s)
2. 3 certified surveys of the property (dated not more than three month prior to this application)
3. Legal description of property
4. Title opinion from attorney
5. Proposed use and conceptual plan (3 paper and 1 pdf) for the property
6. Contact information

Rev.	Description	Date	App.

SCALE: 1" = 200'
 200' 100' 0' 200'
 DATE: 3/17/22
 DRAWN BY: JS
 CHECK BY: LS
 PROJECT #: 12456.78

RETRACEMENT SURVEY FOR PATRYLO INC.

LAND LOTS 309, 310 AND 317 OF THE 1ST DISTRICT, COMETA COUNTY, GEORGIA



This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property interests, easements, or other instruments which create the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for land surveying as set forth in O.C.G.A. Section 15-4-67, both in O.C.G.A. Section 15-4-67, INTEGRATED SCIENCE & ENGINEERING LS7000138
 JERRY L. SEABOLT, PLS. GA. #2135
 LSEABOLT@INTE.COM

FIELD WORK PERFORMED: 2/22/22 DATE OF PLAT PREPARATION: 3/17/22
 EQUIPMENT UTILIZED: LEICA TS12 P3

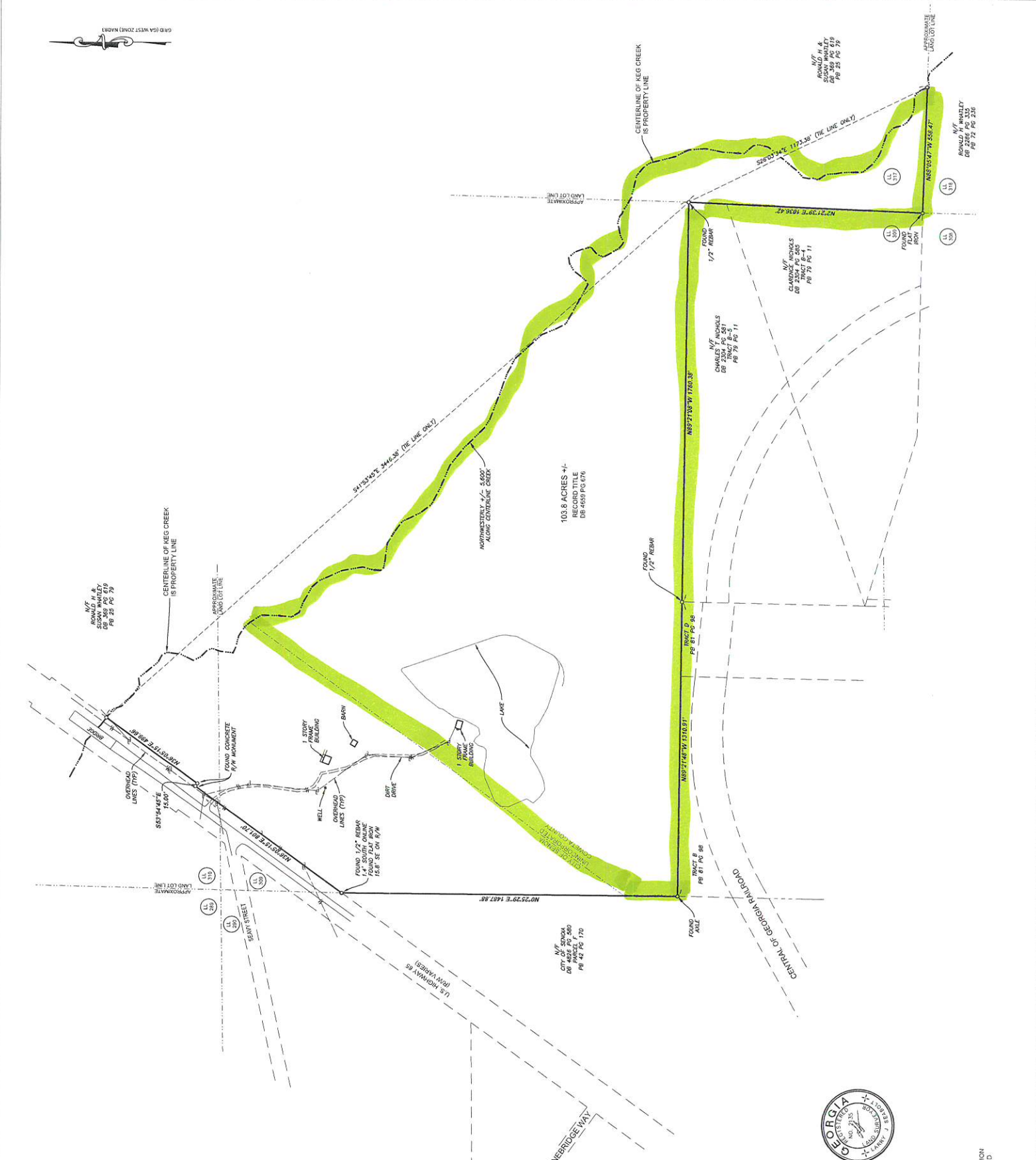
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,657 FEET, AND AN ANGULAR ERROR OF 7" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.
 THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 390,661 FEET.



Rev.	Description	Date	Appr.

RETRACEMENT SURVEY FOR PATRYLO INC. LAND LOTS 309, 310 AND 317 OF THE 1ST DISTRICT, COWETA COUNTY, GEORGIA

SCALE: 1" = 200'
 200' 100' 0' 200'



This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or parcels of land and does not create any new property lines, easements, or other instruments which create the parcel or parcels as stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY OTHER USES OR PURPOSES OF THE LAND. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH IN O.C.G.A. SECTION 15-4-67. INTEGRATED SCIENCE & ENGINEERING LS000136

Robert L. Seabolt
 ROBERT SEABOLT, PLS. GA. #2135
 LSEABOLT@INTESE.COM

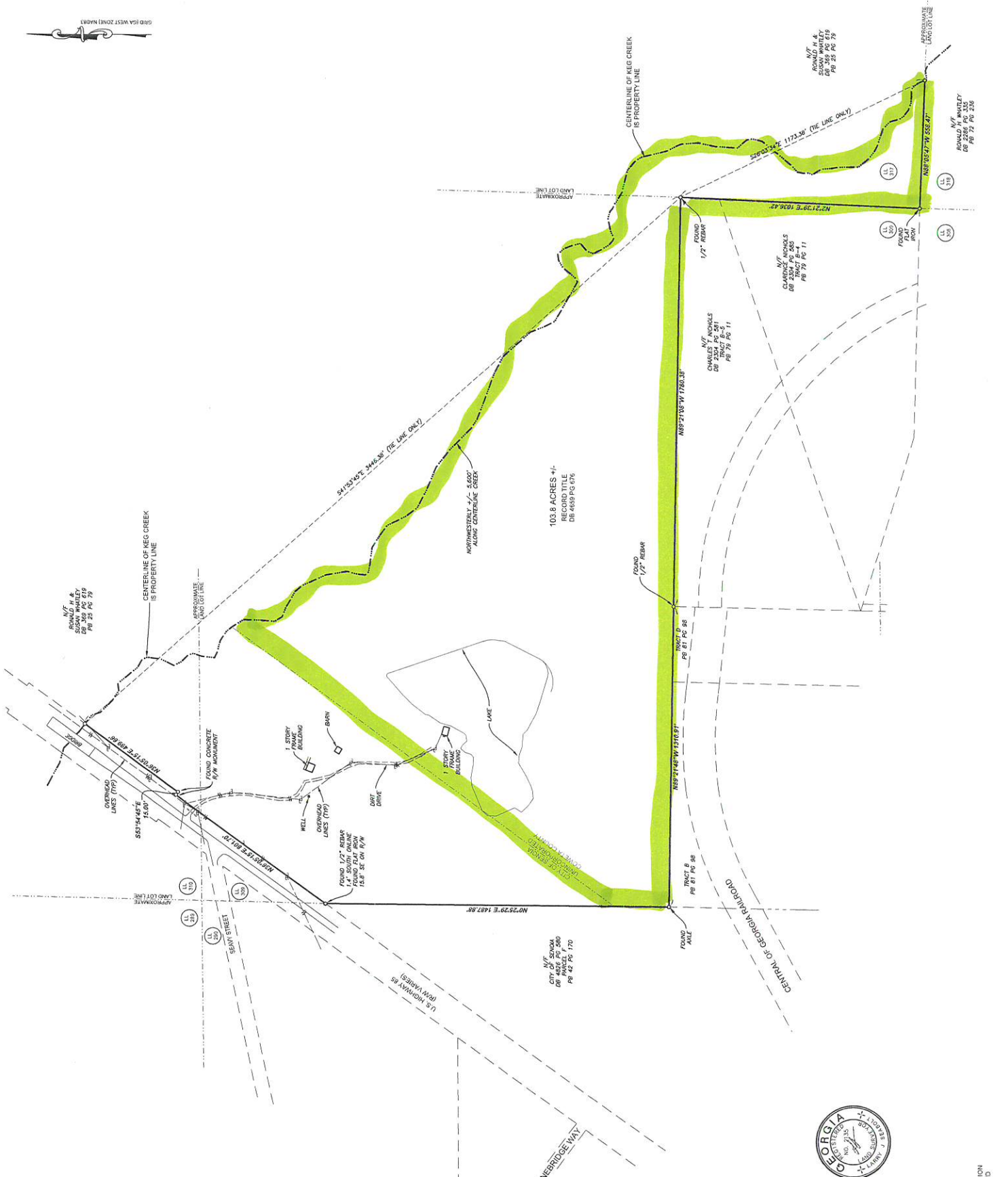
FIELD WORK PERFORMED: 2/22/22. DATE OF PLAT PREPARATION: 3/17/22
 EQUIPMENT UTILIZED: LEICA TS12 P 3"
 THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,657 FEET, AND AN ANGULAR ERROR OF 7" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.
 THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 390,681 FEET.



Rev.	Description	Date	Appr.

RETRACEMENT SURVEY FOR PATRYLO INC. LAND LOTS 309, 310 AND 317 OF THE 1ST DISTRICT, COWETA COUNTY, GEORGIA

DATE: 3/17/22
 DRAWN BY: SG
 CHECK BY: LS
 PROJECT #: 12345678
 SCALE: 1" = 200'



This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY SURVEYING METHODS OR PROCEDURES OR THE QUALITY OF ANY INSTRUMENTS OR LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for land surveying as set forth in the Georgia Surveying and Mapping Act, Chapter 15-6-67, of the Official Code of Georgia Annotated, as amended, and is in accordance with the Board of Registration for Professional Engineers and Land Surveyors and is set forth in O.C.G.A. Section 15-6-67.
 INTEGRATED SCIENCE & ENGINEERING LS700136
 LARRY L. SEABOLT, P.E. LS GA #7135
 LSEABOLT@INTESE.COM

FIELD WORK PERFORMED: 2/22/22 DATE OF PLAT PREPARATION: 3/17/22
 EQUIPMENT UTILIZED: LEICA TS12 P 3"

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,657 FEET AND AN ANGULAR ERROR OF 7" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.
 THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 395,681 FEET.



GRID (GSA WEST ZONE) MARKS

Exhibit "A"

All that tract or parcel of land in Land Lots 309, 310, and 317 of the 1st District of Coweta County, Georgia, being located partially in the City of Senoia and partially in unincorporated Coweta County, and being more particularly described as follows:

Beginning at a found flat iron located at the common corner of Land Lots 308, 309, 317, and 318 of the 1st District of Coweta County, said point being the True Point of Beginning; run thence along the common land lot line of said Land Lots 309 and 317 north 02 degrees 21 minutes 39 seconds east a distance of 1,036.42 feet to a 1/2" rebar found; run thence, leaving said common land lot line, north 89 degrees 21 minutes 08 seconds west a distance of 1,780.38 feet to a 1/2" rebar found; run thence north 89 degrees 21 minutes 48 seconds west a distance of 1,310.91 feet to a found axle; run thence along the common property line of property now or formerly owned by the City of Senoia north 00 degrees 25 minutes 29 seconds east a distance of 1,487.88 feet to a point; run thence along the southeasterly right-of-way of U.S. Highway 85 (R/W varies) north 36 degrees 05 minutes 15 seconds east a distance of 801.70 feet to a concrete right-of-way monument; run thence south 53 degrees 54 minutes 45 seconds east a distance of 15.00 feet to a concrete right-of-way monument; run thence along said right-of-way north 36 degrees 05 minutes 15 seconds east a distance of 499.66 feet to a point located at the intersection of said right-of-way line and the centerline of Keg Creek; run thence along the centerline of Morning Creek meandering southeasterly along said centerline a distance of 5,600' ± having a tie line chord bearing of south 41 degrees 53 minutes 45 seconds east a chord distance of 3,446.38 feet to a point and from said point a tie line chord bearing of south 26 degrees 03 minutes 34 seconds east a chord distance of 1,173.38 feet to a point on the centerline of said creek; thence leaving said creek and running along the common line of said Land Lots 318 and 317 north 88 degrees 05 minutes 47 seconds west a distance of 558.47 feet to the True Point of Beginning; said tract contains 103.8± acres and being described pursuant to that certain Retracement Survey for Partyo, Inc. dated March 17, 2022, prepared by Integrated Science & Engineering, bearing the seal of Larry J. Seabolt, G.R.L.S., Certificate No. 2135, which survey is incorporated herein by reference.

4/9/22

LOAN POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;



- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

- The following terms when used in this policy mean:
- (a) "Amount of Insurance": The amount stated in Schedule A, increased by Section 8(b) or decreased by endorsement to this policy, as may be increased or decreased by endorsement to this policy, Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and that obligation is the payment of a debt, the Indebtedness is the sum of
- (i) the amount of the principal disbursed as of Date of Policy;
- (ii) the amount of the principal disbursed subsequent to Date of Policy;
- (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
- (iv) interest on the loan;
- (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
- (vi) the expenses of foreclosure and any other costs of enforcement;
- (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
- (viii) the amounts to pay taxes and insurance; and
- (ix) the reasonable amounts expended to prevent deterioration of improvements;
- (x) but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
- (f) The term "Insured" also includes
- (h) "Knowledge" or "Known": Actual knowledge, not
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (f) "Insured Claimant": An Insured claiming loss or damage, other matter insured against by this policy.
- (i) the successor acquired the Indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, or Company would have had against any predecessor Insured, unless however, all rights and defenses as to any successor that the Insured or guarantor under an insurance contract or guaranty an Insured or government agency or instrumentality that is insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
- (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Insured or guarantor under an insurance contract or guaranty an Insured or government agency or instrumentality that is insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
- (iii) if the stock, shares, members, or other equity interests of the grantee are wholly-owned by the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (iv) if the grantee wholly owns the named Insured, or
- (v) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (vi) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (vii) if the stock, shares, members, or other equity interests of the grantee are wholly-owned by the named Insured,
- (viii) if the grantee wholly owns the named Insured, or
- (ix) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (x) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (xi) if the stock, shares, members, or other equity interests of the grantee are wholly-owned by the named Insured,
- (xii) if the grantee wholly owns the named Insured, or
- (xiii) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (xiv) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (xv) if the stock, shares, members, or other equity interests of the grantee are wholly-owned by the named Insured,
- (xvi) if the grantee wholly owns the named Insured, or
- (xvii) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (xviii) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (xix) if the stock, shares, members, or other equity interests of the grantee are wholly-owned by the named Insured,
- (xx) if the grantee wholly owns the named Insured, or
- (xxi) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (xxii) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
- (xxiii) if the stock, shares, members, or other equity interests of the grantee are wholly-owned by the named Insured,
- (xxiv) if the grantee wholly owns the named Insured, or
- (xxv) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;





(1) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay;

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and its unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c),

(1) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay;

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

9. LIMITATION OF LIABILITY

Conditions.

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payment made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to

expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

Conditions.

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

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When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

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(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to

**CHICAGO TITLE INSURANCE COMPANY
LOAN FORM
SCHEDULE A**

Policy No. 7230710-227600822
Address Reference: 3363 Highway 85, Senoia, Georgia 30276
Amount of Insurance: \$780,000.00
Premium: \$200.00
Date of Policy: May 2, 2022, at 11:42 a.m.

1. Name of Insured:

UNITED COMMUNITY BANK, its successors and/or assigns as their interest may appear

2. The estate or interest in the Land that is encumbered by the insured mortgage is:

Fee Simple

3. Title is vested in: **FORZA SENOIA PARTNERS, LLC**, a Georgia limited liability company, by virtue of that certain Limited Warranty Deed from Samuel Sibley Fleming to Forza Senoia Partners, LLC, dated April 27, 2022, recorded May 2, 2022, in Deed Book 5560, Pages 234 - 237, in the office of the Clerk of Superior Court of Coweta County, Georgia.

4. The insured mortgage and its assignments, if any, are described as follows:

Security Deed from Forza Senoia Partners, LLC in favor of United Community Bank, in the original principal amount of \$780,000.00, dated April 27, 2022, recorded May 2, 2022, in Deed Book 5560, Pages 238 - 247, in the office of the Clerk of Superior Court of Coweta County, Georgia.

5. The Land referred to in this policy is described as follows:

All that tract or parcel of land in Land Lots 309, 310, and 317 of the 1st District of Coweta County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

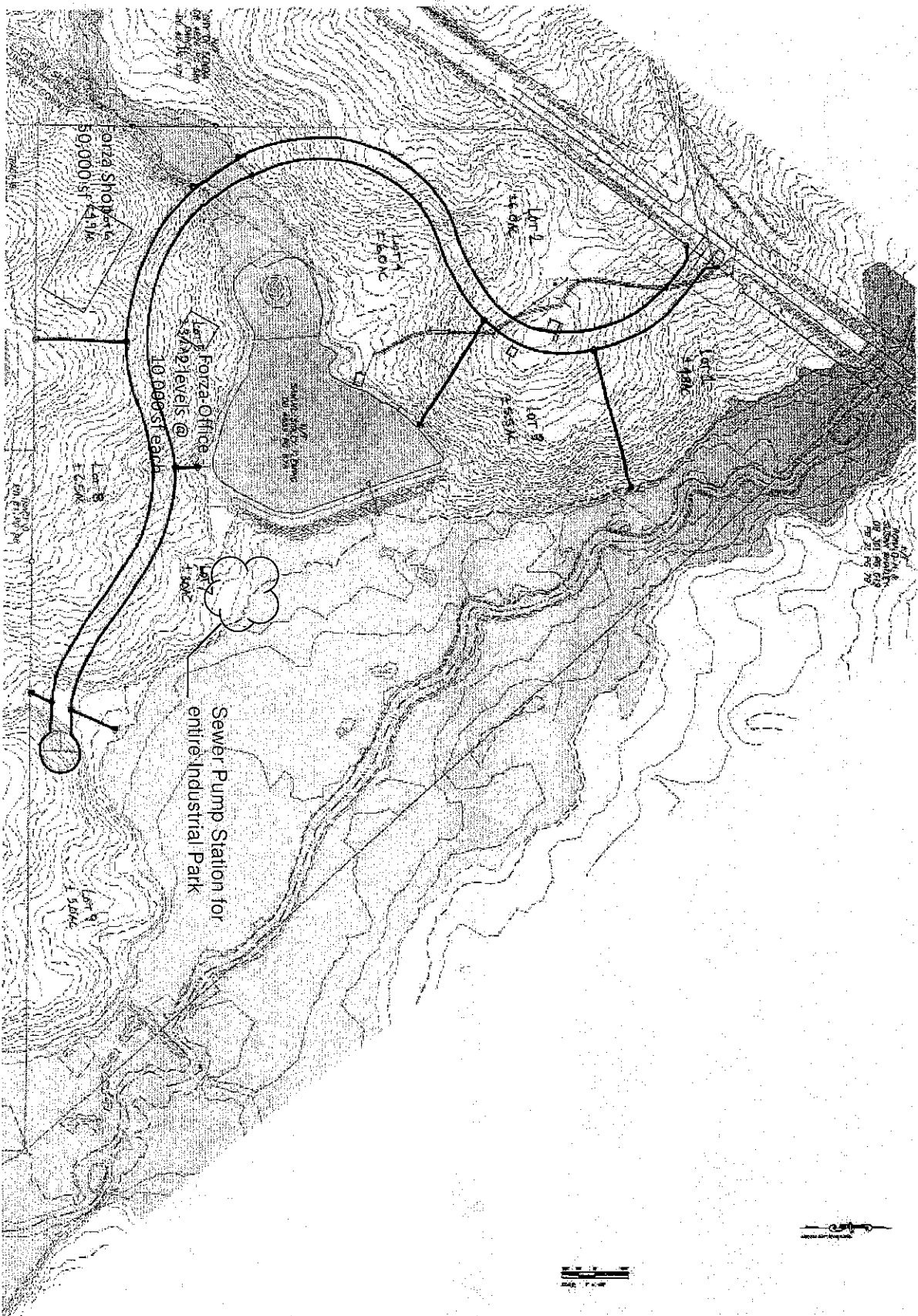
This Policy is valid only if Schedule B is attached.

Exhibit "A"

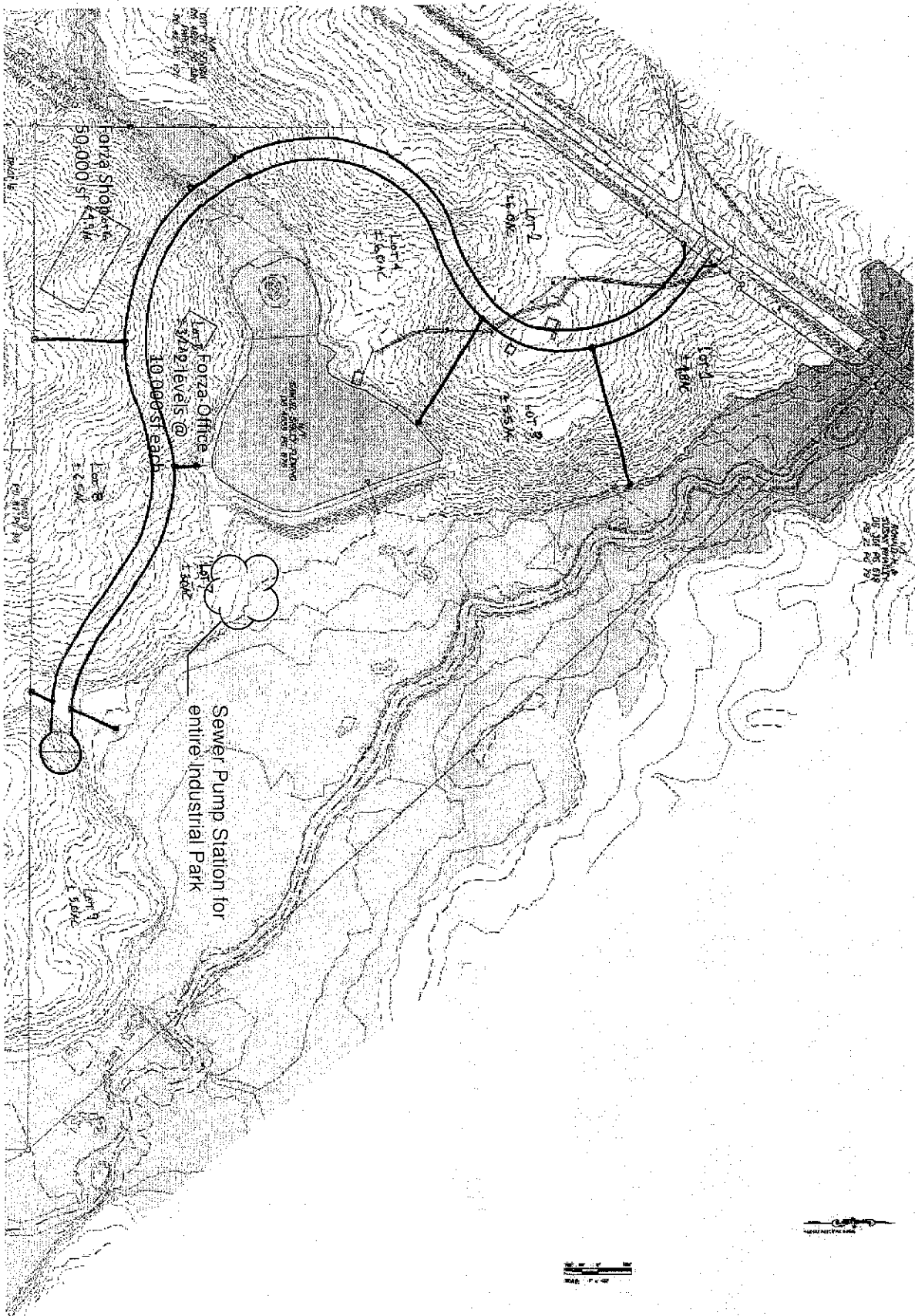
All that tract or parcel of land in Land Lots 309, 310, and 317 of the 1st District of Coweta County, Georgia, being located partially in the City of Senoia and partially in unincorporated Coweta County, and being more particularly described as follows:

Beginning at a found flat iron located at the common corner of Land Lots 308, 309, 317, and 318 of the 1st District of Coweta County, said point being the True Point of Beginning; run thence along the common land lot line of said Land Lots 309 and 317 north 02 degrees 21 minutes 39 seconds east a distance of 1,036.42 feet to a 1/2" rebar found; run thence, leaving said common land lot line, north 89 degrees 21 minutes 08 seconds west a distance of 1,780.38 feet to a 1/2" rebar found; run thence north 89 degrees 21 minutes 48 seconds west a distance of 1,310.91 feet to a found axle; run thence along the common property line of property now or formerly owned by the City of Senoia north 00 degrees 25 minutes 29 seconds east a distance of 1,487.88 feet to a point; run thence along the southeasterly right-of-way of U.S. Highway 85 (R/W varies) north 36 degrees 05 minutes 15 seconds east a distance of 801.70 feet to a concrete right-of-way monument; run thence south 53 degrees 54 minutes 45 seconds east a distance of 15.00 feet to a concrete right-of-way monument; run thence along said right-of-way north 36 degrees 05 minutes 15 seconds east a distance of 499.66 feet to a point located at the intersection of said right-of-way line and the centerline of Keg Creek; run thence along the centerline of Morning Creek meandering southeasterly along said centerline a distance of 5,600'± having a tie line chord bearing of south 41 degrees 53 minutes 45 seconds east a chord distance of 3,446.38 feet to a point and from said point a tie line chord bearing of south 26 degrees 03 minutes 34 seconds east a chord distance of 1,173.38 feet to a point on the centerline of said creek; thence leaving said creek and running along the common line of said Land Lots 318 and 317 north 88 degrees 05 minutes 47 seconds west a distance of 558.47 feet to the True Point of Beginning; said tract contains 103.8± acres and being described pursuant to that certain Retracement Survey for Larry J. Seabolt, G.R.L.S., Certificate No. 2135, which survey is incorporated herein by reference.

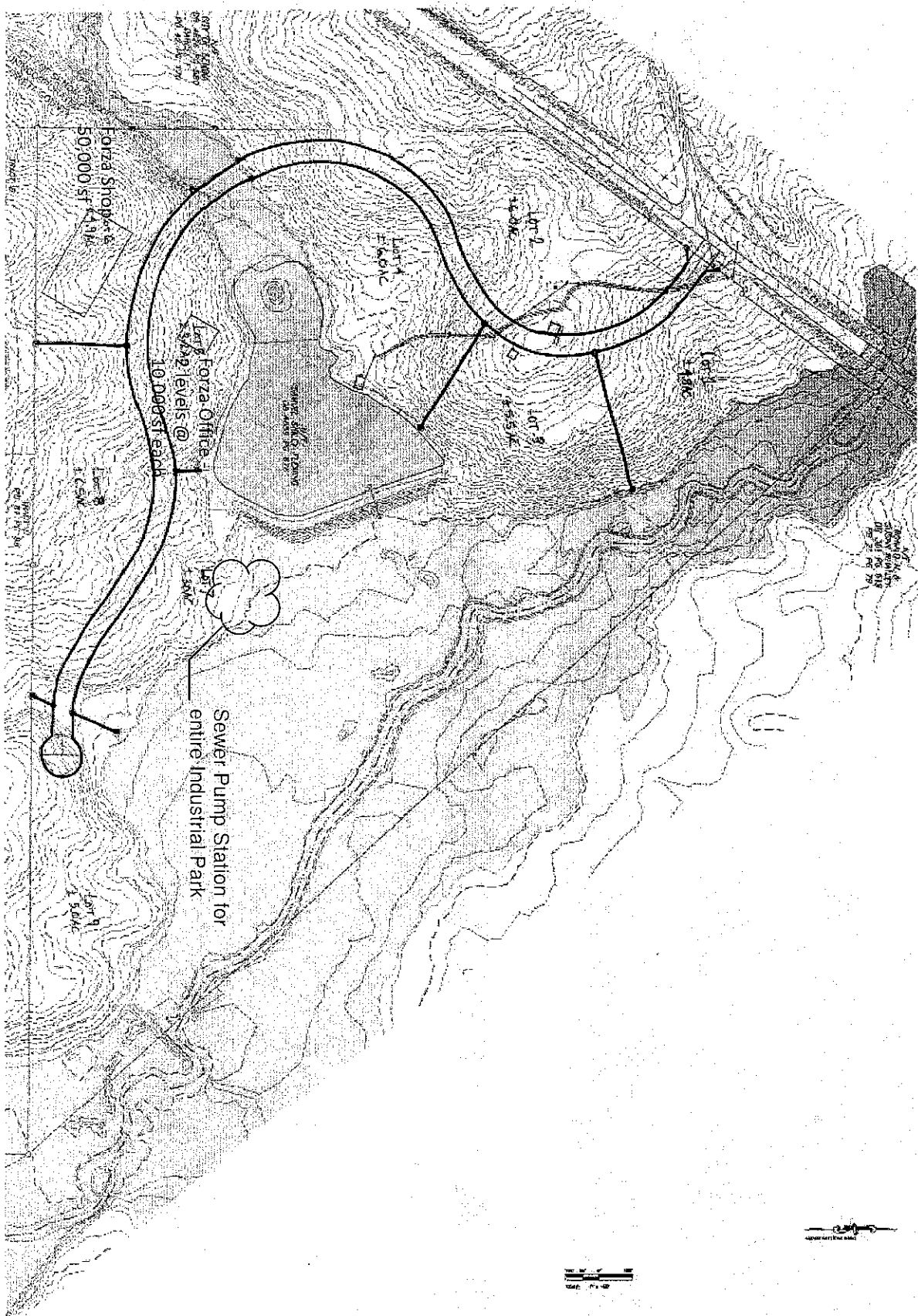
Forza Senoia Partners, LLC Possible Concept Plan



Forza Senoia Partners, LLC Possible Concept Plan



Forza Senoia Partners, LLC Possible Concept Plan



Letter of Intent and Conceptual Plan

The intent for both the Rezoning request and the Annexation request is to develop the entire 103-acre parcel as an industrial park for Forza's business units as we relocate our headquarters, our fabrication shop and our manufacturing facility from Peachtree City to our new Senoia location.

It is possible that the property owner will sell or lease additional lots within the parcel to future business entities that align with Forza's business interests and with similar aesthetic appeal.

The industrial park will utilize the existing lake as a feature focal point for all lots and intends to have smaller, shaded parking lots with interconnecting walking paths between buildings, parking lots and the lake.

The main entry road will be a private road built to Senoia standards and it is anticipated that the existing lake will serve as stormwater detention and each individual lot will be responsible for water quality measures. It is intended that a common sewer pump station will serve all lots and connect to a Senoia wastewater manhole via force main.

Much of the eastern portion of the parcel is within the Dewberry anticipated flood zone and will be maintained as natural wooded land.

Letter stating how the annexation is reflective of the City of Senoia's Comprehensive Plan

Both the annexation and the rezoning of the remaining approximately 75 acres of the 103.8 acre parcel would appear to be in the best interests of both Senoia and Forza. As the "front" of the Industrial was approved by City Council on March 7, 2022, Forza believes that annexing the remaining 75 acres into the city limits and simultaneously rezoning this portion of the parcel from Residential to Industrial will create a homogeneous tract in terms of zoning and classification which will allow Forza to proceed with the creation of the desired industrial park.

Because City Council has already approved the conceptual idea of the industrial park on this parcel and approved the initial rezoning, it would stand to reason that City Council also believes this development will reflect the Comprehensive Plan and add to the fabric of the City of Senoia by annexing this property into the city limits. This annexation will serve to simplify the development and construction of the industrial park as Forza can work with the City of Senoia for the entire project and not have to divide construction permitting activities between Senoia and Coweta County.

APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SENOIA



City of Senolia
P.O. Box 310
Senolia, GA 30276
770.599.3679

Name of Applicant Nicholas Fouts for Forza Senolia Partners, LLC Phone No. 404-597-8665

Mailing Address 665 Highway 74 South, Ste. 100, Peachtree City, GA 30269

Name of Property Owner Forza Senolia Partners, LLC Phone No. 404-597-8665
(Attach additional page if there is more than one owner)

Address of Property 3363 Highway 85, Senolia, GA 30276

Zoning Classification:	Present <u>R-40</u>	Requested <u>Industrial (GI)</u>
Use of Property:	Present <u>Undeveloped</u>	Requested <u>Industrial Park</u>

If the requested change is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

If the requested change is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining property. (How does it differ from adjoining property, and why should it be subject to different restrictions than those applying to adjoining property?)

The initial 28.4+/- acre section of the 103.8 +/- acres of this parcel that is within the city limits was recently rezoned as General Industrial at the March 7, 2022 City Council meeting. The balance of the parcel is being requested to be both rezoned as Industrial to match the recent rezoning and create an Industrial Park as well as being annexed into the city limits of Senolia.

Attach the following documents:

1. Written legal description of the property (copy of deed) – full metes and bounds description rather than plat reference.
2. Plat showing property lines and lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit 3 copies if the plat and a PDF of the plat.
3. List of adjacent property owners
4. Disclosure of Campaign Contributions and Gifts Form.
5. If Property Owner and Applicant are not the same, Authorization by Property Owner Form or Authorization of Attorney Form.
6. Filing fee (\$450) payable to the City of Senolia.
7. Letter of Intent, conceptual plan

I hereby authorize the staff of City of Senolia to inspect the premises of the above – described property. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Signature of Applicant
[Handwritten Signature]



Sworn to subscribed before me
This 10th day of June, 2022
Simone Smith Gillette
Notary Public

Planning Commission Action:

Date of Hearing:

Commission's Recommendation:

Conditions:

Mayor and Council of the City of Senoia:

Date of Hearing:

Council's Decision

Conditions required:

Exhibit "A"

All that tract or parcel of land in Land Lots 309, 310, and 317 of the 1st District of Coweta County, Georgia, being located partially in the City of Senoia and partially in unincorporated Coweta County, and being more particularly described as follows:

Beginning at a found flat iron located at the common corner of Land Lots 308, 309, 317, and 318 of the 1st District of Coweta County, said point being the True Point of Beginning; run thence along the common land lot line of said Land Lots 309 and 317 north 02 degrees 21 minutes 39 seconds east a distance of 1,036.42 feet to a 1/2" rebar found; run thence, leaving said common land lot line, north 89 degrees 21 minutes 08 seconds west a distance of 1,780.38 feet to a 1/2" rebar found; run thence north 89 degrees 21 minutes 08 seconds west a distance of 1,310.91 feet to a found axle; run thence along the common property line of property now or formerly owned by the City of Senoia north 00 degrees 25 minutes 29 seconds east a distance of 1,487.88 feet to a point; run thence along the southeasterly right-of-way of U.S. Highway 85 (R/W varies) north 36 degrees 05 minutes 15 seconds east a distance of 801.70 feet to a concrete right-of-way monument; run thence south 53 degrees 54 minutes 45 seconds east a distance of 15.00 feet to a concrete right-of-way monument; run thence along said right-of-way north 36 degrees 05 minutes 15 seconds east a distance of 499.66 feet to a point located at the intersection of said right-of-way line and the centerline of Keg Creek; run thence along the centerline of Morning Creek meandering southeasterly along said centerline a distance of 5,600' ± having a tie line chord bearing of south 41 degrees 53 minutes 45 seconds east a chord distance of 3,446.38 feet to a point and from said point a tie line chord bearing of south 26 degrees 03 minutes 34 seconds east a chord distance of 1,173.38 feet to a point on the centerline of said creek; thence leaving said creek and running along the common line of said Land Lots 318 and 317 north 88 degrees 05 minutes 47 seconds west a distance of 558.47 feet to the True Point of Beginning; said tract contains 103.8± acres and being described pursuant to that certain Retracement Survey for Palyo, Inc. dated March 17, 2022, prepared by Integrated Science & Engineering, bearing the seal of Larry J. Seabolt, G.R.L.S., Certificate No. 2135, which survey is incorporated herein by reference.

Date	Drawn by	Check by	Project #	Scale
3/17/22	LS	SG	123456,78	1" = 200'

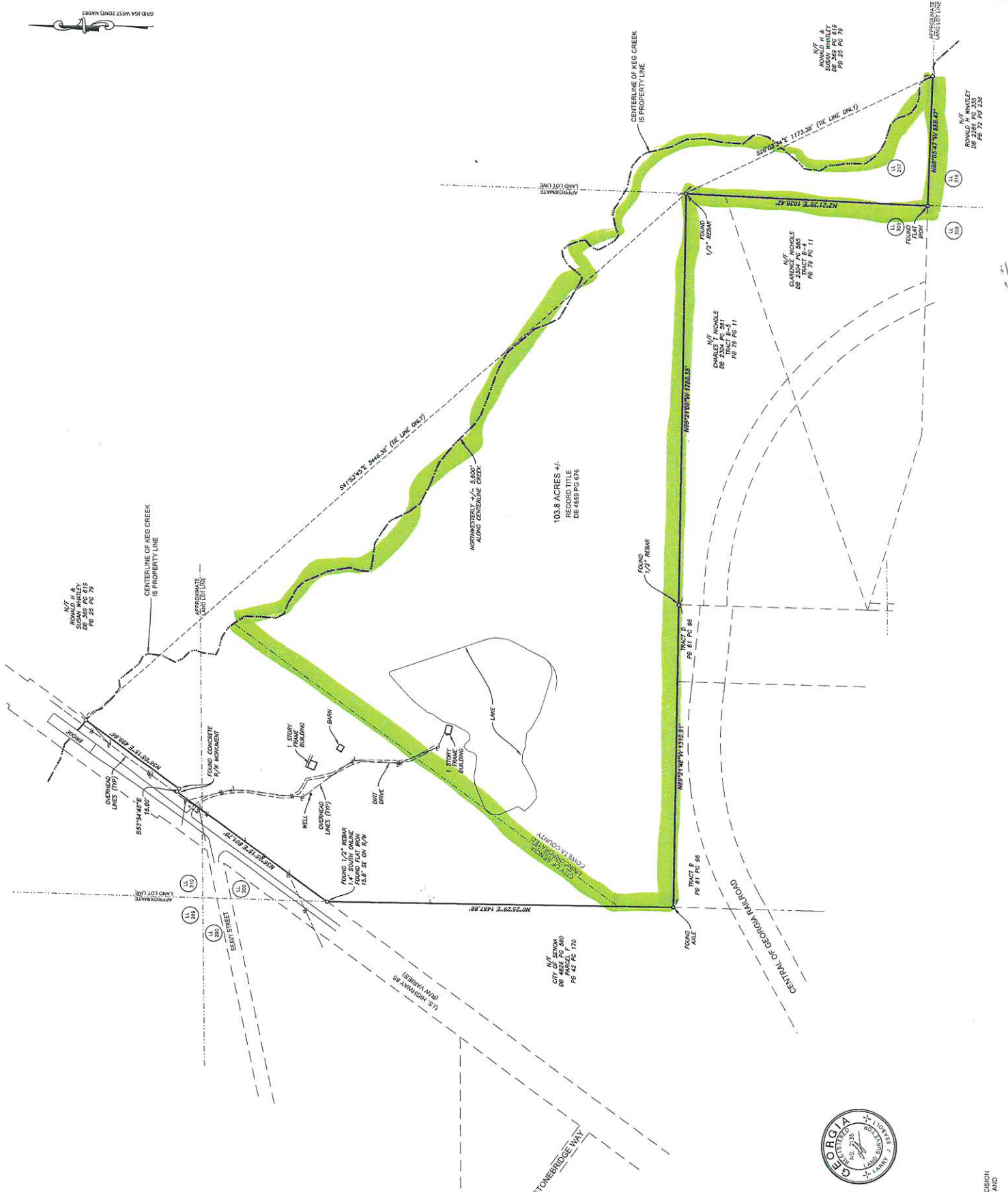
LAND LOTS 309, 310 AND 317 OF THE 1ST DISTRICT, COMETRA COUNTY, GEORGIA

PATRYLO INC.

RETRACEMENT SURVEY

FOR

DATE OF SURVEY: 03/17/22
 PROJECT NO: 123456,78
 SCALE: 1" = 200'



This plat is a retracement of an existing parcel to parcels of land and does not subdivide or create a new parcel or make any changes to any real property interests which created the parcel or parcels are stated herein.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY REGULATIONS OR REQUIREMENTS OF ANY AGENCIES OR LOCAL, STATE OR FEDERAL AGENCIES FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for land surveying as set forth in O.C.G.A. Section 15-6-67.

INTEGRATED SCIENCE & ENGINEERING LSP000136

L. Searbolt
 L. SEARBOLT, P.E. GA #154627
 LSEARBOLT@NTSE.COM

FIELD WORK PERFORMED: 2/22/22 DATE OF PLAT PREPARATION: 3/17/22
 EQUIPMENT UTILIZED: LEICA TS12 P.3"

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,667 FEET, AND AN ANGULAR ERROR OF 7" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.

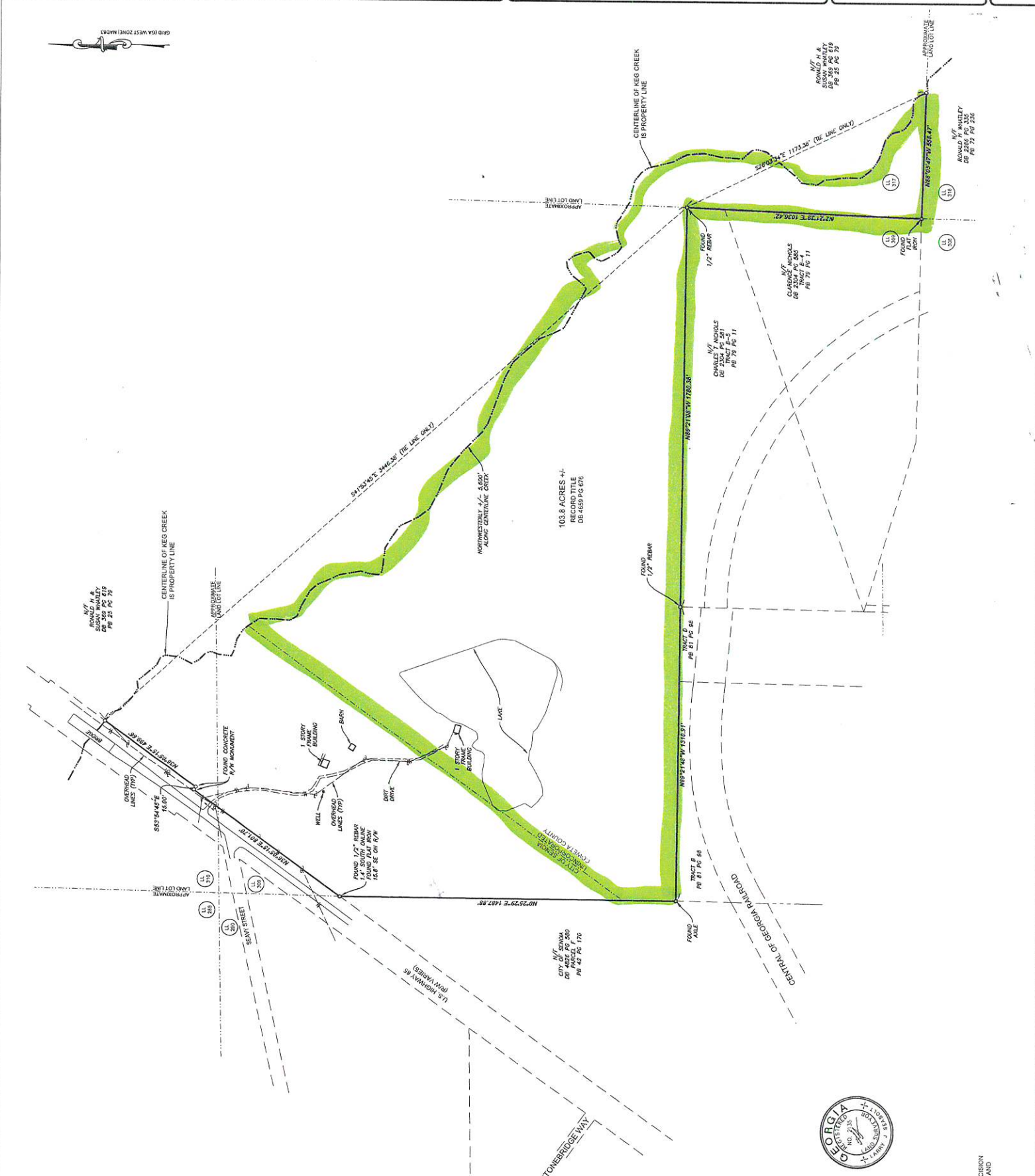
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300,661 FEET.



Date	Drawn by	Check by	Project #	Scale
3/17/22	SS	LS	12345678	1" = 200'

RETRACEMENT SURVEY FOR PATRYLO INC. LAND LOTS 309, 310 AND 317 OF THE 1ST DISTRICT, COMETA COUNTY, GEORGIA

APPROXIMATE LAND LOT LINE



This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property interest therein, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for land surveying as set forth in O.C.G.A. Section 15-6-67, and that the survey was performed in accordance with the standards of the Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

INTEGRATED SCIENCE & ENGINEERING LST000136
 LARRY L. SEABOLT, P.E., S.G. #2135
 LSEABOLT@NTSE.COM

FIELD WORK PERFORMED 2/22/22 DATE OF PLAT PREPARATION 3/17/22 EQUIPMENT UTILIZED: LEICA TS12 P.3

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,657 FEET, AND AN ANGULAR ERROR OF 7" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 380,681 FEET.

List of Adjacent Property Owners

1. Ronald H. and Susan Whatley
3481 Highway 84
Senoia, GA 30276
2. City of Senoia – Wastewater Treatment Facility
3. Cody Estates HOA, Inc.
c/o Community Association Management
Ste. 905
101 Devant St.
Fayetteville, GA 30214
4. Lisa Young
1794 Piper Circle SE
Atlanta, GA 30316
5. Charles T. Nichols
1031 Forest Valley Drive SE
Atlanta, GA 30311
6. Clarence Nichols
3376 Cedar Island Drive SW
Atlanta, GA 30311

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

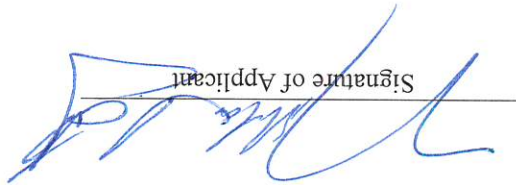
Reference: Application filed on June 10, 2022, to rezone real property described as follows:

See attached legal description for the entire tract.

Within two years preceding the above filing date, the Applicant has made campaign contributions aggregating \$250.00 or more to each member of the City Council of the City of Senoia who will consider the Application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description, and date of each such campaign contribution.

No campaign contributions have been made.

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Signature of Applicant


Sworn to and subscribed before me

This 10th day of June, 2022


Notary Public



DISCLOSURE OF FINANCIAL INTERESTS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on June 10, 2022, to rezone real property described as follows:

See attached legal description for the entire tract.

The undersigned official of the City of Senoia has a property interest in said property as follows:

(Note 3) which has a property interest in said property, which financial interest is as follows:

The undersigned official of the City of Senoia has a financial interest in a business entity member and property interest in a financial interest are as follows:

No official of the City of Senoia has any property, financial or family interest in this property.

Note 1: Property interests – Direct ownership of real property, including and percentage of ownership less than total ownership.
Note 2: Financial interest – All direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is 10 percent (10%) or more.
Note 3: Business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust.
Note 4: Member of family – Spouse, mother, father, brother, sister, son or daughter.
I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Signature of Applicant

Sworn to and subscribed before me
This day of June, 2022

Notary Public



**AUTHORIZATION OF PROPERTY OWNER
Application for Rezoning or Variance**

I swear that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Coweta County, Georgia.
I authorize the person named below to act as Applicant in the pursuit of rezoning or a variance of this property.

Name of Applicant Nicholas S. Fouts, Managing Member of Forza Senoia Partners, LLC
Address 665 Highway 74 South, Ste. 100, Peachtree City, GA 30269
Telephone No. 404-597-8665

[Signature]
Signature of Owner

Personally appeared before me

Nicholas S. Fouts

Who swears that the information
Contained in this authorization is
True and correct to the best of
His or her knowledge and belief.

Simone Smith Gillette
Notary Public
6-10-2022
Date



Letter of Intent and Conceptual Plan

The intent for both the Rezoning request and the Annexation request is to develop the entire 103-acre parcel as an industrial park for Forza's business units as we relocate our headquarters, our fabrication shop and our manufacturing facility from Peachtree City to our new Senoia location.

It is possible that the property owner will sell or lease additional lots within the parcel to future business entities that align with Forza's business interests and with similar aesthetic appeal.

The industrial park will utilize the existing lake as a feature focal point for all lots and intends to have smaller, shaded parking lots with interconnecting walking paths between buildings, parking lots and the lake.

The main entry road will be a private road built to Senoia standards and it is anticipated that the existing lake will serve as stormwater detention and each individual lot will be responsible for water quality measures. It is intended that a common sewer pump station will serve all lots and connect to a Senoia wastewater manhole via force main.

Much of the eastern portion of the parcel is within the Dewberry anticipated flood zone and will be maintained as natural wooded land.

Forza Senoia Partners, LLC Possible Concept Plan

