The Georgia Conflict of Interest in Zoning Actions Statute (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning applications. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of the Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowingly failing to comply with these requirements shall be guilty of a misdemeanor.

<table>
<thead>
<tr>
<th>Item of Business</th>
<th>Action Requested of Planning Board</th>
<th>Previous Action of Board</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Call To Order</td>
<td>6:00pm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Invocation</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>III. Pledge to the Flag</td>
<td></td>
<td></td>
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<tr>
<td>IV. Agenda Approval</td>
<td>Consideration to approve the agenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V. Minutes</td>
<td>Approval of the June 13, 2022 minutes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI. New Business</td>
<td>All items presented during this portion of the meeting will be presented at a future Board of Commissioners Meeting as a Public Hearing (with the exception of pond and residential business approvals)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Public Hearing</td>
<td>Gloria Sheppard requests to rezone 2 OF 45 +/- acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 2306 Sandhill Road. (First District) [Map# 300 Parcel# 6]</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>02 Public Hearing</td>
<td>Etheridge Dasher requests to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South. (First District) [Map# 326 Parcel# 15]</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>03 Public Hearing</td>
<td>TPHC, Inc. as Agent for Nancy Gordon requests to rezone 7.88 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 295 North Magnolia Drive. (First District) [Map# 328 Parcel# 2]</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>04 Public Hearing</td>
<td>Lynn Jean Grimes requests to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>Public Hearing</td>
<td>Requestor(s)</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
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<td></td>
</tr>
<tr>
<td>05</td>
<td>Bobby Lee Dotson &amp; Ambrea Audrayana Dotson as Agents for Robbie Lee &amp; Helen Roper</td>
<td>request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 896 Egypt Ardmore Road. (Third District) [Map# 245 Parcel# 13]</td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Franklin &amp; Gaylon Smith</td>
<td>requests to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision. Located at 200 Clyo Shawnee Road. (Third District) [Map# 313 Parcel# 30]</td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Beverly Sapp</td>
<td>requests to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member. Located at 121 Needlepointe Drive. (Fourth District) [Map# 369C Parcel# 115]</td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>David D. Smith as Agent for Effingham County Industrial Development Authority</td>
<td>requests to rezone 6.96 acres from B-2 to B-3 to allow for the development of a fueling station and convenience store. Located on Old River Road. (First District) [Map# 330 Parcel# 46]</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>WD Glassvase Import, Inc. as Agent for Terry Griner</td>
<td>requests to rezone 7.38 acres from B-3 to I-1 to allow for the development of a distribution center. Located at the intersection of Highway 17, Pound Road, and Go Cart Road. (Third District) [Map# 296 Parcel# 46F]</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>James Carlson</td>
<td>request to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development. Located on Highway 119 South. (Third District) [Map# 320 Parcel# 74]</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>James Carlson</td>
<td>requests a conditional use to allow for a crematory. Located on Highway 119 South, zoned AR-1, proposed zoning B-2. (Third District) [Map# 320 Parcel# 74]</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Joseph Alan Kersey</td>
<td>request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential of existing commercial structures. Located at 119, 131, 145, 149 Commercial Court. (Fifth District) [Map# 465D Parcels# 14,15,16,17]</td>
<td></td>
</tr>
<tr>
<td>Public Hearing</td>
<td>Requestor</td>
<td>Description</td>
<td>Approved</td>
</tr>
<tr>
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</tr>
<tr>
<td>13</td>
<td>Joseph Alan Kersey</td>
<td>requests a variance, to allow for a reduction in buffers between industrial and various –zoned parcels. Located at 119, 131, 145, 149 Commercial Court, zoned B-3, proposed zoning I-1. (Fifth District) [Map# 465D Parcels# 14,15,16,17]</td>
<td>Approved</td>
</tr>
<tr>
<td>14</td>
<td>Oleg Mitnik</td>
<td>requests to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels. Located off Commerce Court. (Fifth District) [Map# 466C Parcels# 2&amp;3]</td>
<td>Approved</td>
</tr>
<tr>
<td>15</td>
<td>Stature Investments as Agent for Joye Polk, et al.</td>
<td>requests to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses. Located on Old Augusta Road. (Fifth District) [Map# 477 Parcels# 8&amp;9 Map# 477A Parcels# 6,7,8,9,10]</td>
<td>Approved</td>
</tr>
<tr>
<td>16</td>
<td>Stature Investments as Agent for Joye Polk et al.</td>
<td>requests a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses. Located on Old Augusta Road, zoned AR-1, proposed zoning I-1. (Fifth District) [Map# 477 Parcels# 8&amp;9 Map# 477A Parcels# 6&amp;10]</td>
<td>Approved</td>
</tr>
</tbody>
</table>

VIII. Adjournment 8:02pm
Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Gloria Sheppard requests to rezone 2 of 46.99 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 2306 Sandhill Road. Map# 300 Parcel# 6

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 acres from AR-1 to AR-2 to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a 2-acre home site for a family member, and create a minor subdivision for estate planning purposes.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.

Alternatives
1. Approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 2 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
2. Ownership certificate/authorization 4. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_____

Of the rezoning request by applicant Gloria Sheppard – (Map # 300 Parcel # 6) from AR-1 to AR-2 zoning.

Yes No? 1. Is this proposal inconsistent with the county’s master plan?

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 5-20-22

Applicant/Agent: Gloria Sheppard

Applicant Email Address: GloriaSheppard75@gmail.com

Phone #: 912-657-5877

Applicant Mailing Address: 2306 Sandhill Rd.

City: Cayton State: GA. Zip Code: 31312

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): GloriaSheppard75@gmail.com

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: 2306 Sandhill Rd.

Proposed Road Access: Sandhill Rd.

Present Zoning of Property: AR-1 Proposed Zoning:

Tax Map-Parcel #: 300-6 Total Acres: 44 Acres to be Rezoned: 2

Lot Characteristics:

WATER

X Private Well

_____ Public Water System

If public, name of supplier:

SEWER

X Private Septic System

_____ Public Sewer System

Justification for Rezoning Amendment:

List the zoning of the other property in the vicinity of the property you wish to rezone:

North South East West

Rev 01132022
1. Describe the current use of the property you wish to rezone.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

3. Describe the use that you propose to make of the land after rezoning.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Applicant Signature: [Signature] Date 5-20-22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

10/30/1996, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 420, page 670.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature: [signature]

Print Name: Gloria Sheppard

Owner's signature: [signature]

Print Name: [signature]

Owner's signature: [signature]

Print Name: [signature]

Sworn and subscribed before me this 20 day of May, 2022.

Chelsie Fernand
Notary Public, State of Georgia
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 1996, between RABURN H.
SHEPPARD, of Effingham County, State of Georgia, as party of the first part, hereinafter called
Grantor, and GLORIA G. SHEPPARD, as party of the second part, hereinafter called Grantee
(the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns
where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND
NO/100 ($1.00) DOLLARS, and other good and valuable considerations, in hand paid at and
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by
these presents does hereby remise, release, convey and forever QUITCLAIM unto the said
Grantee, his heirs, executors, administrators and assigns, all of his right, title, and interest in and
to the following described property, to wit:

ALL that certain tract or parcel of land lying and being in the 1559th G.M.
District, Effingham County, Georgia, consisting of 50 acres, more or less, and
being a subdivision of lands of Rayburn Henry Sheppard, as shown on a plat of a
survey made for Gloria Sheppard by Warren E. Foydness, dated October 14,
1996, and recorded in Plat Book ____ Page _____, Effingham County
Records, reference to said plat of survey being hereby had for descriptive and all
other purposes.

TO HAVE AND TO HOLD the said described premises unto said Grantee, so that
neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means
or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights
thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year
first above written.

[Signature]
RABURN H. SHEPPARD

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

[Seal]
N.P. SEAL

[Stamp]  
HOMER B. BAKER
Notary Public, Effingham County, Ga.
My Commission Expires Apr. 2, 1999
10-30-96
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Gloria Sheppard
2306 Sandhill Rd
Pin: 300-6
Total Acres: 45 Acres to be rezoned: 2.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
RABURN HENRY SHEPPARD

N 73°04'25" E 152.49'

S 46°24'17" E 152.95'

SD AND COUNTY ROAD

MAGNETIC NORTH

PLANTERS TELPHO:

DOROTHY A. WARNELL

50.0 ACRES

CROSS REF:

S 148.97'

148.97'

2134.50'

S 72°52'41" W 2241.53'

300 0 300 600

GRAPHIC SCALE - FEET

APPROVED FOR RECORDING BY
EFFINGHAM COUNTY ZONING
ADMINISTRATION.

DATE: OCTOBER 14, 1996

BY: WARRF N. POYTHESS
Reg. Land Surveyor No. 1953
991 Hunters Road
Sylvania, Ga. 30467
Tel. - (912) 857-3288
EQUIPT: TOPCON 303 TOTAL STATION

THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
1. The field data was collected using a Topcon-RTK data collector and a Carlson Bravus GPS.

2. This property is not located in a federal flood area as indicated by the FIRM official flood hazard maps.

3. This plat has been calculated for closure and is bound to be accurate with one foot in 100,000 feet.

4. "To the best of my knowledge, information and belief of the angles, bearings, measurements of courses, distances, and monuments, locations are as shown, have been plotted by a land surveyor in my opinion this is a correct representation of the land platted and has been preprinted in conformity with the minimum standards and requirements of Georgia Law 1978.

5. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the official code of Georgia Annotated (OCCA) 15-6-4 in that where a conflict exists between these two sets of specifications the requirements of the law prevail.

6. William Mark Glisson, the land surveyor whose seal is affixed hereof does not guarantee that all easements which may affect the property are shown; the certification, as shown hereof, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available.

The certification is not expressed or implied warranty or guarantee.

Surveyor Certification

As required by subsection (d) of O.C.C.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certifications signatures, stamps, or seals hereof. Such approvals or certifications should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.C.A. Section 15-6-67.

William Mark Glisson, RLS #3316

Survey for:

Gloria Sheppard

County: Effingham, State: Georgia

GMD: 1559

Date: 02/28/2023

Scale: 1" = 300'
Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Etheridge Dasher requests to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South. Map # 326 Parcel # 15

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to divide a 2-acre parcel to separate a 1-acre home site and recombine the remaining 1-acre with an adjacent AR-2 parcel.
- The parcel is a non-conforming 2-acre AR-1 parcel, and must be rezoned due to size, as well as the applicant's intention to combine a portion with an existing AR-2 parcel.

Alternatives
1. Approve the request to rezone 2 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 2 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECKLIST:

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant Etheridge Dasher – (Map # 326 Parcel # 15) from AR-1 to AR-2 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 10.10.2022

Applicant/Agent: Etheridge Dasher

Applicant Email Address: dashersup@planters.net

Phone #: 912.586.5435

Applicant Mailing Address: 4224 Hwy 17 South

Guyton Ga 31312

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone #: 

Owner’s Mailing Address: 


Property Location: 4224 Hwy 17 South

Proposed Road Access: Hwy 17 South


Tax Map-Parcel #: 3360-15 Total Acres: 2 Acres to be Rezoned: 2

Lot Characteristics: 

WATER

✓ Private Well

Public Water System

If public, name of supplier: 

SEWER

✓ Private Septic System

Public Sewer System

Justification for Rezoning Amendment: Lot does not meet minimum acreage for AR-1 and is to be combined with adjacent AR-2

List the zoning of the other property in the vicinity of the property you wish to rezone:

North South East West

Rev 05052021
1. Describe the current use of the property you wish to rezone.

   residence

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   yes

3. Describe the use that you propose to make of the land after rezoning.

   home sites for children

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

   residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

   homes for children

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

   NO

Applicant Signature: Etheridge Dasher  Date 10/10/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 11/17/1977, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 12 page 34.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature ____________________________
Print Name ____________________________

Owner’s signature ____________________________
Print Name ____________________________

Owner’s signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this ______ day of October ______, 20 ______.

Kathleen Erin Dunnigan
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

[Signature] Etheridge A. Dasher, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states: That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: [Signature] Karen Dasher

Applicant/Agent Address: 4224 Hwy 17 South

City: Guyton State: GA Zip Code: 31312

Phone: 912-596-1591 Email: 

Owner’s signature: [Signature] Etheridge A. Dasher

Print Name: Etheridge A. Dasher

Personally appeared before me Etheridge A. Dasher (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 22nd day of October, 2001.

[Signature] Kathleen Dunnigan

Notary Public, State of Georgia
DEED OF GIFT FROM FRANK W. DASHER
TO ETHERIDGE A. DASHER

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 17th day of November in the year of our Lord One Thousand Nine Hundred and seventy-seven between FRANK W. DASHER of the FIRST PART, and ETHERIDGE A. DASHER of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection he has for his son, the said SECOND PARTY herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said party of the SECOND PART, his heirs and assigns, all of the following described property, to-wit:

All that certain tract or parcel of land situate, lying and being in the 1539th G.M. District of Effingham County, Georgia, containing Two (2) acres, more or less, and being bounded on the northeast by lands of Frank W. Dasher on which it has a frontage of 210 feet; on the southeast by lands of Frank W. Dasher on which it has a frontage of 410 feet; on the southwest by lands of Frank W. Dasher on which it has a frontage of 210 feet, and on the northwest by lands of Frank W. Dasher on which it has a frontage of 410 feet.

Express reference is hereby made to a plat of said land made by Roger A. Dozier, Registered Land Surveyor #10210, dated November, 1977, recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 10, page 34, for better determining the metes and bounds of said lands herein conveyed.

ALSO: A right-of-way easement for a road over and across a thirty (30) foot wide strip of land leading from the above described property over and across lands of Frank W. Dasher to a point where it intersects with Georgia State Highway Number 17 as shown on the above described plat, express reference being made thereto for all purposes hereof.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, his heirs, executors, administrators and assigns, in FEE-SIMPLE.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

FRANK W. DASHER (SEAL)

Signed, sealed and delivered in presence of us, the day and year above written.

M. E. Blevins
Notary Public

RECORDED JANUARY 23, 1978

E. Elizabeth Joller, Deputy Clerk
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Etheridge Dasher
4224 Hwy 17 South
Pin: 326-15
Total Acres: 2.0 Acres to be rezoned: 2.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
PLOT PLAN
(REPLACED CONSTRUCTION)
FOR:
ETHERIDGE A. DASHER

1553 1/2 C.M.D.
EFFINGHAM COUNTY, GEORGIA
SCALE 1" = 50' NOV. 1977
PLAT BY: LEE REESE MAY O.C.T. 28, 1977
(EURO)
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: TPI-C, Inc. as Agent for Nancy Gordon requests to rezone 7.88 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 295 North Magnolia Drive. Map# 328 Parcel# 2

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 7.88 acres from AR-1 to AR-2 to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to subdivide a new homesite, and create a minor subdivision.
- The new parcels are all less than 5 acres each, and therefore must be rezoned to AR-2.

Alternatives
1. Approve the request to rezone 7.88 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 7.88 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Deed
5. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______ DISAPPROVAL______

Of the rezoning request by applicant TPHC, Inc. as Agent for Nancy Gordon - (Map # 328 Parcel # 2) from AR-1 to AR-2 zoning.

Yes No? 1. Is this proposal inconsistent with the county’s master plan?

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 

Applicant/Agent: _Hampton Lee w/ TPHC, Inc._

Applicant Email Address: _hampton@TPHousingCenter.com_

Phone # _912-293-6158_

Applicant Mailing Address: _5260 Hwy 280 W_

City: _Claxton_ State: _GA_ Zip Code: _30417_

Property Owner, if different from above: _Nancy Gordon_ Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone # _912-547-8306_

Owner’s Mailing Address: _PO Box 214_

City: _Eden_ State: _GA_ Zip Code: _31307_

Property Location: _295 N Magnolia Dr_

Proposed Road Access: 

Present Zoning of Property: _AR-1_ Proposed Zoning: _AR-2_

Tax Map-Parcel # _03250002_ Total Acres: _7.88_ Acres to be Rezoned: _2.49_ 7.88

Lot Characteristics: 

WATER

☑ Private Well

___ Public Water System

If public, name of supplier: 

SEWER

☑ Private Septic System

___ Public Sewer System

Justification for Rezoning Amendment: _New family residence_

List the zoning of the other property in the vicinity of the property you wish to rezone:

North _AR-1_ South _AR-1_ East _AR-1_ West _AR-1_

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   Residential

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   No

3. Describe the use that you propose to make of the land after rezoning.
   Residential

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   Residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and
development of adjacent and nearby property?
   The 200 acres being cut out is being used for a
   Mortgage to place family on the parcel. (2 acre section - lot is
   future home site)

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or
   burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature: ___________________________  Date: 5-11-22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

02/08/2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2762 page 182.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature

Print Name Nancy C. Gordon

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 11th day of May, 2022.

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, \textbf{Nancy C. Gordon}, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: \textbf{Hampton Lee w/ TPHC, Inc.}  
Applicant/Agent Address: \textbf{5260 Hwy 280 W}  
City: \textbf{Claxton}  
State: \textbf{GA}  
Zip Code: \textbf{30417}  
Phone: \textbf{912-293-6158}  
Email: \textbf{hampton@TPHousingCenter.com}  

Owner's signature: \textbf{Nancy C. Gordon}  
Print Name: \textbf{Nancy C. Gordon}  

Personally appeared before me \textbf{Nancy C. Gordon}  
(Owner print)  
Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this \textbf{11th} day of \textbf{May}, 2022.

\textbf{WILLIAM HAMPTON LEE}  
\textbf{Notary Public, State of Georgia}  

Rev 01132022
QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the __ day of February, 2022, between NANCY C. WILLIAMS nka NANCY C. GORDON the FIRST PARTY, and NANCY C. GORDON the SECOND PARTY,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remit, release, and forever QUIET CLAIM to the SECOND PARTY, her heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands, which the said FIRST PARTY has or may have in and to the following real estate, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Five and Sixty-nine Hundredths (5.69) acres, more or less, and being known and designated as Parcel One (1), as shown on the plat thereof recorded as referred to. Said parcel of land being bounded on the Northwest by lands of the University of Georgia; on the East by lands of James Andrews; on the South and Southeast by Magnolia Drive, and on the West and on the South by lands of Wayne Brantley.

ALSO, ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Two and Nineteen Hundredths (2.19) acres, more or less, and being known and designated as Parcel Two (2), as shown on the plat thereof recorded as referred to. Said parcel of land being triangular in shape and being bounded on the Northwest by Magnolia Drive; on the Northeast by lands of Hammond and by lands now or formerly of Pevey, and on the South by lands of Pevey.

Express reference is hereby made to the plat of said lands made by Adolph N. Micheli, R.L.S. #1323, dated April 9, 2019 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, Page S36, for better determining the metes and bounds of said lands herein conveyed.

This conveyance was conveyed by Right of Survivorship Deed from Charles E. Williams to Charles E. Williams and Nancy C. Williams by Deed dated May 31, 2019 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, 2524, Page 27.

The said Charles E. Williams departed this life on March 19, 2020 and his Will has been probated in the Effingham County Probate Court.

SUBJECT to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor his heirs, executors, administrators or assigns, nor any person claiming under them shall at any time, by any means, have claim or demand or right or title to the aforesaid real estate or appurtenances, or right thereof.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her hand and affixed her seal and delivered these presents, the day and year first above written.

[Seal]
NANCY C. GORDON

[Seal]
NANCY C. WILLIAMS

FORMERLY NANCY C. WILLIAMS

SIGNED, SEALD AND DELIVERED IN THE PRESENCE OF:

[Signature]
Unofficial Witness
[Signature]
Official Witness - Notary Public

February 9, 2022
6/2/2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Hampton Lee
295 N Magnolia Drive Eden, GA 31307
Pin: 328-2
Total Acres: 7.88 Acres to be rezoned: 7.88

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. EPD Verification of public water source.
4. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
5. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereeto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

We Protect Lives.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Staff Report

Subject:  Rezoning (Second District)  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: July 18, 2022  
Item Description: Lynn Jean Grimes requests to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1411 Goschen Road. Map# 451 Parcel# 24

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1411 Goschen Road, with conditions:

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a homesite for a family member.
- As the proposed homesite will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.

Alternatives
1. Approve the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  
FUNDING: N/A  
Attachments: 1. Rezoning application and checklist  
2. Ownership certificate/authorization  
3. Plat  
4. Deed  
5. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_______

Of the rezoning request by applicant **Lynn Jean Grimes** – (Map # 451 Parcel # 24) from **AR-1** to **AR-2** zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: May 9, 2022

Applicant/Agent: Lynn Jean Grimes

Applicant Email Address: ljjgr53@yahoo.com
Phone #: 912 675-6038

Applicant Mailing Address: 1411 Goshen Rd
City: Rincon State: GA Zip Code: 31326

Property Owner, if different from above: N/A
Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):
Phone #

Owner’s Mailing Address:
City: State: Zip Code:

Property Location: 1411 Goshen Rd

Proposed Road Access: Private driveway off Goshen Rd


Tax Map-Parcel #: 04510024 Total Acres: 9.43 Acres to be Rezoned: 2.33

Lot Characteristics: Home and Mobile Home on property with pond and inground pool.

WATER
X Private Well

SEWER
X Private Septic System

Public Water System

Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: To build another residence

List the zoning of the other property in the vicinity of the property you wish to rezone:

North South East West
1. Describe the current use of the property you wish to rezone.

My Residence

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes

3. Describe the use that you propose to make of the land after rezoning.

To build another residence, new home

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

All residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Will build another residence

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature: Lyna Jane Sear Date May 9, 2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

Lynn Jean Grimes

file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2582 page 46-47.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature: Lynn Jean Grimes

Print Name: Lynn Jean Grimes

Owner’s signature: ________________________________

Print Name: ________________________________

Owner’s signature: ________________________________

Print Name: ________________________________

Sworn and subscribed before me this 15th day of March, 20__

[Signature]

Notary Public, State of Georgia
STATE OF GEORGIA

COUNTY OF CHATHAM

ASSENT TO DEVISE

THIS Assent to Devise made this 19th day of March, 2020, by MARK USHER GORDON, as Executor of the Last Will and Testament of HAZEL W. GORDON, deceased, of Effingham County, Georgia, hereinafter called the Party of the First Part and LYNN JEAN GRIMES, hereinafter called the Party of the Second Part.

WITNESSETH

WHEREAS, HAZEL W. GORDON, late of Effingham County, Georgia, departed this life in Effingham County, Georgia, on October 29, 2016, after having made and published her Last Will and Testament dated May 30, 2000; and

WHEREAS, said Will was probated in Solemn Form in the Probate Court of Effingham County, Georgia on the 13th day of March, 2017; and

WHEREAS, MARK USHER GORDON, was named as Executor of said HAZEL W. GORDON'S Last Will and Testament on March 13, 2017; and

WHEREAS, in Item 6(c) (2) (Item iii) of said Will, the Testator bequeathed and devised to LYNN JEAN GRIMES the property known as 1411 Goshen Road, Rincon, Georgia together with the 9.4 acres more or less on which it is situated, to be hers absolutely and in Fee Simple; and

WHEREAS, the Testator died seized and possessed of the hereinafter described property located in Effingham County, Georgia; and

WHEREAS, all the just debts of the Estate of HAZEL W. GORDON have been paid in full; and

WHEREAS, the Executor does now wish to assent to the devise.

NOW, THEREFORE, the said Party of the First Part as Executor as aforesaid, does assent to the devise to the Party of the Second Part, her heirs, executors, administrators and assigns, the
following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Nine and four-tenths (9.4) acres, more or less, and being bounded on the Northeast by lands of James S. and Reatha J. Gladin; on the Southeast by lands of Youth Museum, Inc.; on the Southwest by lands of J. H. and Laura Andrews and on the Northwest by Goshen Road.

Express reference is hereby made to a plat of said lands made by Paul Weitman, County Surveyor, dated January 23, 1971, and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Map Book 6, page 36, for better determining the metes and bounds of said lands.

This being the same property conveyed to Hazel W. Gordon via Warranty Deed from Gene Gordon dated December 2, 1578 and recorded in Deed Book 187, Page 478, Effingham County Records.

Said property known under the present system of numbering in the City of Rincon as 1411 Goshen Road, Rincon, Georgia, with property identification number 04510024.

IN WITNESS WHEREOF, the said Party of the First Part, as Executor, has hereunto set his hand and seal on the day and year first above-written as the date hereof.

[Signature]
MARK USHER GORDON, Executor of the Last Will and Testament of HAZEL W. GORDON, Deceased.

Signed, Sealed & Delivered this 19th day of March, 2020 in the presence of:

[Signature]
Notary Public

[Stamp]
CATHY RUHL
NOTARY PUBLIC
Cochran County
State of Georgia
My Comm. Expires Mar. 22, 2022
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Lynn Jean Grimes
   1411 Goshen Road
   Pin: 451-24
   Total Acres: 9.43 Acres to be rezoned: 2.33

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O’Neal
Environmental Health County Manager
Effingham County Health Department
NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 04510024 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA. REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2013. THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLACAN).

NOTE: EACH PARCEL HAS A HOME WITH SEPTIC TANKS & WATER.

MINOR SUBDIVISION
A FAMILY DIVISION

SURVEY FOR
LYNN J GRIMES

SURVEY TO DIVIDE A 9.43 AC. TRACT INTO 2 PARCELS
MAP & PARCEL 04510024
LOCATED IN THE 09TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 15 APR 2022
PLAT DRAWN 15 APR 2022
Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Bobby Lee Dotson & Ambra Audrayana Dotson as Agents for Robbie Lee & Helen Roper request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 896 Egypt Ardnore Road. Map# 245 Parcel# 13

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- As the proposed home site will be less than 5 acres, it does not meet the minimum size requirement for AR-1, and must be rezoned.

Alternatives
1. Approve the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 1.83 of 20.18 acres from AR-1 to AR-2

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Deed
2. Ownership certificate/authorization 5. Aerial photograph
3. Plat
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_______

Of the rezoning request by applicant Bobby Lee Dotson & Ambrea Audrayana Dotson as Agent for Robbie Lee & Helen Roper – (Map # 245 Parcel # 13) from AR-1 to AR-2 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 18, 2022
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: _____________

Applicant/Agent: **Bobby Lee Dotson & Ambrose Audraycne Dotson**

Applicant Email Address: bodd4dotson310@gmail.com

Phone # 912-841-2736

Applicant Mailing Address: 100 Lord Effingham Dr

City: **Rincon** State: **GA** Zip Code: **31326**

Property Owner, if different from above: **Robbie Lee & Helen Roper**

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone # 912-656-6938

Owner’s Mailing Address: 816 Egypt Ardmore Rd

City: **Springfield** State: **GA** Zip Code: **31329**

Property Location: **Effingham County GA**

Proposed Road Access: **Easement**

Present Zoning of Property: **AR-1** Proposed Zoning: **AR-2**

Tax Map-Parcel # 245-13 Total Acres: **20.18** Acres to be Rezoned: **1.83**

Lot Characteristics: **Grossy with some trees**

WATER

_____ Private Well

_____ Public Water System

If public, name of supplier: ________________________________

SEWER

_____ Private Septic System

_____ Public Sewer System

Justification for Rezoning Amendment: **Effingham county (creation of a lot less than 5 acres)**

List the zoning of the other property in the vicinity of the property you wish to rezone:

North **AR-2** South **AR-1** East **AR-1** West **AR-1**

Rev 01132022
1. Describe the current use of the property you wish to rezone.

   None

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   No

3. Describe the use that you propose to make of the land after rezoning.

   Residential

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

   Residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

   More residential

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

   No

Applicant Signature:  

Date 6-6-2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersignee, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

[Signature]

, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1381 page 201.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this ___ day of ___, 20__.

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, Robbie L. and Hellen Raper, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Bobby Lee Dotson, Ambree Audrayene Dotson

Applicant/Agent Address: 100 Lord Effingham Dr

City: Rincon GA State: GA Zip Code: 31326

Phone: 912-844-2736 Email: bobbydotson310@gmail.com

Owner's signature: Robbie Lee Roper / Hellen Raper

Print Name: Robbie Lee Roper / Hellen Raper

Personally appeared before me Robbie Lee Roper / Hellen Raper (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 4th day of June, 2022.

Gloria Ann Pittman
Notary Public, State of Georgia

Rev 01132022
RETURN TO:
REDWICK & EKSTY
ATTORNEYS AT LAW
P.O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA

THIS INDENTURE, Made the 16th day of December, 2005, between ROBBIE LEE ROPER of the FIRST PART, and ROBBIE LEE ROPER and HELEN ROPER of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum 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 whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 12th G.M. District of Effingham County, Georgia, and known and designated as 10.34 acres, more or less, tract of land and shown on plat made by Warren E. Poythress, R.L.S. dated December 12, 2001 and recorded in Plat Cabinet "B", slide 173C, Effingham County, Georgia records. Said plat is referred to for a more particular description of the property hereby conveyed and is hereby incorporated into and made a part of the description. Said property having a frontage of 480.04-feet on Egypt-Ardmore County Road, bound on the east by lands of Carle Tate and Robert M. Millsap; north and west by Robert Lee Roper. This being the same property conveyed by deed from Melverre M. Saxon, Lucille M. Williams and Pauline E. Eason deeded to Albertha M. Roper, dated September 16, 1971 and recorded in Deed Book 185, page 535 in the office of the Clerk of Superior Court of Effingham County, Georgia.

This being the same property conveyed by deed from Eugene Roper, as Administrator of the Estate of Albertha Roper to H.B. Rahn, dated July 2, 2002 and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 915, page 295.

ALSO, ALL that tract or parcel of land lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Ten and Four Tenths (10.4) acres, more or less, and being bounded on the northeast by lands of R.M. Millsap and lands of Albertha M. Roper; on the southeast by lands of Albertha M. Roper and lands of Louise E. Hodges; on the southwest and northwest by lands of Lucille M. Williams, according to a map or plat made by Paul Weitman, C.S., dated August 26, 1971 and recorded in Book "J", page 78 of the Surveyor's records of Effingham County.

Express reference hereby made to a plat of both of the described parcels of land made by Warren E. Poythress, R.L.S. #1953, dated August 6, 2005 and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet "C", slide 950-1, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing both of the above described tracts of land consolidate into one plat shown as Parcel 1 containing 21.38 acres and Parcel 2 containing .2 of an acre and Parcel 3 containing .38 of an acre.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereunto the same being, belonging, or in anywise appertaining, to the only property use, benefit and bequest of the said parties of the second part, as joint tenants with the right of survivorship as defined above then to the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID part of the FIRST PARTY, for heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the SECOND PARTY, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereunto set hand, seal, and delivered these presents, the day first above written.

Signed, sealed and delivered in the presence of:

[Unofficial Witness]

Notary Public

[Seal]

EXPIRES SEP 2, 2018

[Seal]

ROBBIE LEE ROPER

https://search.gsc.ca.gov/Imaging/HTML5Viewer.aspx?id=45077718&key1=1381&key2=201&county=51&countynamer=EFFINGHAM&userid=725673&appid=4 1/1
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Bobby Lee Dotson
   896 Egypt Ardmore Road
   Pin: 245-13
   Total Acres: 20.18 Acres to be rezoned: 1.83

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal
Environmental Health County Manager
Effingham County Health Department
NOTE: Subject property is a portion of map & parcel 024:5 0013 of the Effingham County Tax Assessors File.

NOTE: Based upon review of the F.E.M.A. Flood Insurance Rate Map, Effingham County, Georgia, referencing the current effective special flood hazard area (SFHA) dated 3/16/2015, this property is located in "Zone X", (outside the 500 year floodplain)

Minor Subdivision

Vicinity Map

Site

Not to Scale

Surveyors Certification

(1) As required by subsection (a) of O.C.L.A. Section 15-6-67, the plat has been inspected by a land surveyor and approved by the county surveyor for recording in accordance with the provisions of Section 15-6-67. Such approval or disapproval shall be noted on the companion governmental body by any authority or an agent of the governmental entity. The surveyor certifies that the plat conformed with the requirements of Section 15-6-67, and the surveyor setting on the plat is in the proper and required manner of the governmental entity. The surveyor has reviewed and approved the plat for recording in accordance with Section 15-6-67.

References:
PCAB 033 D-1
PCAB 035 B-1
PCAB 035 A-1
PMB 9 PAGE 161
PMB 9 PAGE 78

Scale: 1" = 200'
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Franklin & Gaylon Smith requests to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision. Located at 200 Clyo Shawnee Road. Map# 313 Parcel# 30

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- Two of the proposed lots will be smaller than the 5-acre minimum required for AR-1 zoning and, therefore, must be rezoned.
- The remaining 6.01-acre lot is triangular and narrows towards the buildable area. AR-2 building setbacks are more favorable for the shape of the lot.

Alternatives
1. Approve the request to rezone 12.01 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 12.01 acres from AR-1 to AR-2

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Deed
5. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_______

O: the rezoning request by applicant Franklin Smith & Gaylon Smith – (Map # 313 Parcel # 30) from AR-1 to AR-2 zoning.

Yes No? 1. Is this proposal inconsistent with the county’s master plan?

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 18, 2022
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6-8-2022

Applicant/Agent: Franklin Smith & Gaylen Smith

Applicant Email Address: 

Phone # 912-754-3522 or 912-963-7542

Applicant Mailing Address: 1954 Old Dixie Hy

City: Clyo State: GA Zip Code: 31329

Property Owner, if different from above: N/A

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone # 

Owner’s Mailing Address: 

City: State: Zip Code: 

Property Location: 200 Clyo Shawnee Rd

Proposed Road Access: Clyo Shawnee & Old Dixie Hy.

Present Zoning of Property: AR1 Proposed Zoning: AR2

Tax Map-Parcel #03130-030-00$ Total Acres: 12.01 Acres to be Rezoned: 0.01

Lot Characteristics: Vacant

WATER

✓ Private Well

✓ Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: Home Sites

List the zoning of the other property in the vicinity of the property you wish to rezone:

North South East West

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1. Describe the current use of the property you wish to rezone.

Timber - Farm


2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes


3. Describe the use that you propose to make of the land after rezoning.

Home sites


4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Homes


5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Same as adjacent & nearby property


6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No


Applicant Signature: ___________________________ Date: ___________________________
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 9-28-2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2624 page 154.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature

Print Name Franklin Smith

Owner’s signature

Print Name Gaylen T. Smith

Owner’s signature

Print Name

Sworn and subscribed before me this 8th day of June, 2022.

Notary Public, State of Georgia
AUTHORIZED OF PROPERTY OWNER

I, Gaylon Smith, being duly sworn upon his/her oath, being of sound mind and legal age deposes and stales; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Gail Smith

Applicant/Agent Address: P.O. Box 427


Phone: 912-754-3522 Email: 

Owner’s signature: Gaylon T. Smith

Print Name: Gaylon T. Smith

Personally appeared before me Gaylon T. Smith (Owner print)

Who swears before the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 8th day of June, 2022.

Mary A. Brown
Notary Public, State of Georgia
STATE OF GEORGIA  

SURVIVORSHIP DEED  

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 28th day of September, 2020, between JAMES CHRISTOPHER SAXON of the FIRST PART, and FRANKLIN SMITH and GAYLON T. SMITH of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum 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 whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents do grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, their to the heirs, executors and assigns of the survivor, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Twelve and One Tenth (12.1) acres, more or less, that is shown and more particularly described by the plan of survey made by Paul D. Wilder, R.L.S. #1559, dated January 18, 1984, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 17, Page 180, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by James T. Saxon to Gloria Delores Saxon as evidenced by that certain Gift Deed dated June 30, 1994 and recorded in Deed Book 362, Page 233, aforesaid records and further conveyed by deed from Gloria Delores Saxon to James Christopher Saxon dated September 22, 2006 and recorded in said Clerk’s Office in Deed Book 1522, Page 121.

SUBJECT, to the easement to Effingham County recorded in Deed Book 190, Page 315.

SUBJECT, ALSO, to the easements to Savannah Electric and Power Company recorded in Deed Book 98, Pages 305, Deed Book 725, Page 339 and Deed Book 414, Page 557.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereunto the same being, belonging, or in anywise appertaining, to the only property use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, to the heirs, executors and assigns of the survivor, forever in Fee Simple.

AND THE SAID party of the FIRST PART, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the SECOND PART, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the FIRST PART has hereto set his hand, affixed his seal, and delivered these presents, the day and year first above written.

[Signature]

JAMES CHRISTOPHER SAXON

(Seal)

Unofficial Witness

Lynsay L. Burns

Notary Public

[Seal]
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
    Franklin & Gayle Smith
    200 Clyo Shawnee Road
    Pin: 313-30
    Total Acres: 12.01 Acres to be rezoned: 12.01

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Staff Report
Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022

Item Description: Beverly Sapp requests to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member. Located at 121 Needlepointe Drive Map# 369C Parcel# 115

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.1 - AR-1 Agricultural Residential Districts, requires a minimum lot size of 5 acres.
- Pursuant to Section 5.1.2.5, One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.
- The applicant wishes to install a mobile home on her property in Pinehill Plantation to care for a family member.
- Rezoning to AR-1 will allow for a second dwelling without the need to subdivide.
- All lots within Pinehill Plantation are larger than 5 acres. Resubdivision of a 1-acre parcel, as originally proposed, would not be compatible with the size of the lots created by the previously approved subdivision.

Alternatives
1. Approve the request to rezone 8.54 acres from AR-2 to AR-1 to allow for a second dwelling for an immediate family member, with the following condition:
   1. The lot shall meet the requirements of the AR-1 zoning district.

2. Deny the request to rezone 8.54 acres from AR-2 to AR-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ________ DISAPPROVAL ________

Of the rezoning request by applicant Beverly Sapp – (Map # 369C Parcel # 115) from AR-2 to AR-1 zoning.

Yes No 1. Is this proposal inconsistent with the county’s master plan?

Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No 7. Are nearby residents opposed to the proposed zoning change?

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 18, 2022
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 01/8/2022

Applicant/Agent: Beverly Sapp

Applicant Email Address: bsapp101@yahoo.com

Phone # 912-508-1928

Applicant Mailing Address: 121 Needlepoint Dr.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: 121 Needlepoint Dr. Guyton, GA 31312

Proposed Road Access: Needlepoint Drive


Tax Map-Parcel #: 309C-115 Total Acres: 8.54 Acres to be Rezoned: 8.54

Lot Characteristics: residence, wetlands in back

WATER

☑ Private Well

☐ Public Water System

If public, name of supplier:

SEWER

☑ Private Septic System

☐ Public Sewer System

Justification for Rezoning Amendment: parcel size appropriate for AR-1

List the zoning of the other property in the vicinity of the property you wish to rezone:

North South East West

Rev 01132022
1. Describe the current use of the property you wish to rezone.

residence

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

yes

3. Describe the use that you propose to make of the land after rezoning.

wish to have 2nd dwelling for immediate family member (as permitted in AR-1) to allow for care of parents.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Use will remain unchanged, and preserve large-lot sizes in subdivision

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No.

Applicant Signature: [Signature]

Date: 6/18/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

Sept 23, 2014, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2261 page 44-45

I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Beverly Sapp

Print Name

Owner's signature

Beverly Sapp

Print Name

Owner's signature

Beverly Sapp

Print Name

Sworn and subscribed before me this 8th day of June, 2022.

DANISSA B. LEMBERT

Notary Public State of Georgia

Rev 05052021
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Effingham

This Indenture made this 23rd day of September, 2014 between Joe Oliver, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Beverly S. Sapp, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit "A" Attached

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Amy Hughes
Witness

Joe Oliver
(Seal)

Notary Public
All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, being known as Lot 115, Pinehill Plantation, Phase VII, as shown and more particularly described on that certain map or plat made by Warren E. Poythress, R.L.S. #1953, dated May 8, 1997, recorded in Plat Cabinet A, Slide 389-G, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof. Interest conveyed by this Deed shall also include all rights, title and interest in that certain make and year mobile home described as one 2000 Fleetwood Oak Knoll Mobile Home bearing serial number GAFLY34A314070K22 and GAFLY34B314070K22. Grantor/Grantee declares that the above described mobile home will remain permanently affixed to the property and will be treated as a fixture. Grantor/Grantee also declares that the wheels, axles, and hitches have been removed and that the mobile home is connected to the utilities. Grantor/Grantee declares that the mobile home has lost its nature as personal property and has become real property. Said mobile home shall continue to be considered a permanent fixture on the realty and henceforth title to said mobile home has been merged with title to the realty.

This being the same property conveyed by Special Warranty Deed from Federal National Mortgage Association to Joe Oliver, dated December 28, 2006, recorded in Deed Book 15697, page 166, aforesaid records.
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Beverly Sapp
121 Needlepoint Drive, Guyton
Pin: 369C-115
Total Acres: 8.54 Acres to be rezoned: 8.54

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-21 to AR-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each plat must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022

Item Description: David D. Smith as Agent for Effingham County Industrial Development Authority requests to rezone 6.96 acres from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store. Located on Old River Road. Map# 330 Parcel# 15

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 6.96 acres from B-2 to B-3 to allow for the development of a truck stop with fueling station and convenience store, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed development will consist of a Parker's Kitchen, and will include eight (8) standard fueling positions, three (3) diesel fuel stations, with proposed expansion to four diesel fueling stations.
- The scale of the Truck Stop development exceeded the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project warranted regional review (DRI # 3745); requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the county Future Land Use map, which designates the area as Mixed Use. Mixed Use characteristics are defined at the discretion of the community.
- Old River Road is not a county truck route, however, the proposed development is close to the I-16 interchange. A Traffic Study will be necessary to assess the need for turn lanes.
- The development will be served by private well and septic system.

Alternatives
1. Approve the request to rezone 6.96 acres from B-2 to B-3, with the following conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
   3. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 6.96 acres from B-2 to B-3.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>DISAPPROVAL</th>
</tr>
</thead>
</table>

Of the rezoning request by applicant **David D. Smith as Agent for Effingham Industrial Development Authority** – (Map # 330 Parcel # 46) from **B-2** to **B-3** zoning.

Yes No 1. Is this proposal inconsistent with the county’s master plan?

Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No 7. Are nearby residents opposed to the proposed zoning change?

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 06/01/2022

Applicant/Agent: David D. Smith

Applicant Email Address: david.smith@kmiley-horn.com

Phone # 912-226-2607

Applicant Mailing Address: 100 BULL STREET, SUITE 200

City: SAVANNAH State: GA Zip Code: 31401

Property Owner, if different from above: EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): dtrowell@effinghamindustry.com

Phone # 912-392-3000

Owner’s Mailing Address: PO BOX 263, 777 OLD AUGUSTA ROAD

City: RINCON State: GA Zip Code: 31326

Property Location: Northwest quadrant of intercession of Old River Road and Savannah Portside International Parkway

Proposed Road Access: Full access onto Old River Road and Savannah Portside International Parkway

Present Zoning of Property: B-2 Proposed Zoning: B-3

Tax Map-Parcel # 03300046 Total Acres: 6.96 Acres to be Rezoned: 6.96

Lot Characteristics: undeveloped lot, densely vegetated, no existing road access

WATER

✓ Private Well

N/A Public Water System

SEWER

✓ Private Septic System

N/A Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: Rezone parcel to suit proposed use per discussion with Effingham County

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1 South I-1 East AR-1 West N/A
1. Describe the current use of the property you wish to rezone.

Currently, the site is undeveloped.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Currently, the site is undeveloped.

3. Describe the use that you propose to make of the land after rezoning.

Proposed use for the land will be a fuel service station, to include a convenience store and potentially up to 3 diesel pumps.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Property to the north of the land proposed to be rezoned is currently zoned AR-1 with existing farming and residential properties.

The remaining adjacent property is public right-of-way or undeveloped AR-1.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Proposed use for the land to be a fuel service station is permitted with current zoning but based on discussion with Effingham County, the preferred zoning for that use is B-3

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Based on preliminary design considerations, the proposed use will not incur any excessive or burdensome use of any existing public infrastructure or facilities.

Applicant Signature: [Signature]  Date 06/13/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 7/25/2012, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2130 page 255-257.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Effingham County Industrial Authority

Print Name

Timber Herron, Brandt Herron

Owner's signature

CEO

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 3rd day of June, 2022.

[Signature]

State of Georgia

Notary Public

This 27th day of May, 2023.
AUTHORIZATION OF PROPERTY OWNER

I, [Name], being duly sworn upon his/her oath, being of sound mind and legal age deplores and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: [Name]
Applicant/Agent Address: [Address]
City: [City] State: [State] Zip Code: [Zip Code]
Phone: [Phone Number] Email: [Email]

Owner's signature: [Signature]
Print Name: [Print Name]

Personally appeared before me [Name] (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this [Date] day of [Month], 20[Year].

[Notary Public Signature]
Notary Public, State of Georgia

Rev 01132022
STATE OF GEORGIA

COUNTY OF EFFINGHAM

WARRANTY DEED

THIS INDENTURE made and entered into this 26th day of July, 2012, by and between
ROBERT B. BAKER, of Chatham County, Georgia, as Grantor, and, EFFINGHAM COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY, an instrumentality of the State of Georgia and
public corporation created by local constitutional amendment, as Grantee;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars
($10.00) and other valuable consideration to him in hand paid by the said Grantee, at and before
the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has
granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey
unto the said Grantee, its successors and assigns, all the following described tract or parcel of land,
to-wit:

ALL that certain tract or parcel of land lying and being in the 1559th G.M. District
of Effingham County, Georgia, measuring 19.68 acres, more or less, being a
portion of a 1559.3 acre tract of land being a portion of the Pierpoint No. 1, Meldrim, Wise & C.C. Patrick No. 4 Tract, located in the 1559th G.M. District of Effingham County, Georgia, and in the 8th G.M. District of Chatham County, Georgia (said 1559.3 acre tract being shown on a plat dated September 2, 2005, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 32-P, Pages 22A-22E, and in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Pages 97A-97E), and being shown as Tract B and Tract B-1 on a plat of survey dated April 18, 2012, prepared by Jeffrey M. Horne, Georgia Registered Land Surveyor No. 1313, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slides 10001, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

Subject, however, to all valid covenants, restrictions, easements, and rights-of-way of record, and to those matters set forth in Exhibit A attached hereto.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, members, hereditaments, and appurtenances thereof, to the same being or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee, his heirs, agents, personal representatives, successors, and assigns forever, IN FEE SIMPLE.

AND, the said Grantor, his heirs, agents, personal representatives, successors, and assigns, will WARRANT and forever DEFEND the right and title to the above-described property unto the said Grantee, its successors and assigns, against the claims of all persons whomsoever.
IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on the day and year first above written.

[Signature]
Robert B. Baker
(L.S.)

Signed, sealed, and delivered this 30th day of July, 2012.

[Signature]
Witness

Notary Public
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022

Item Description: **WD Glassvase Import, Inc.** as Agent for **Terry Griner** requests to rezone 7.38 acres from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center. Located at the intersection of Highway 17, Pound Road, and Go Cart Road **Map# 296 Parcel# 46F**

Summary Recommendation
Staff has reviewed the application, and recommends **denial** of the request to rezone 7.38 acres from B-3 to I-1 to allow for the development of an industrial warehouse & distribution center.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to develop a 130,000 sf wholesale warehouse & distribution center with driveway access on Pound Road and Go Kart Road. The proposed Go Cart Rd driveway is not in compliance with the county access management policy.
- The concept plan shows 6 loading bays, and 238 parking spaces.
- The parcel was rezoned from AR-1 to B-3 on December 18, 2018 to allow for boat & camper storage, and mini storage units. The rezoning approval limited driveway access to Go Cart Road. The property has not been developed for commercial use.
- The proposed industrial development is not consistent with the county Future Land Use map, which designates the area for Agriculture. Agriculture can include uses such as land dedicated to farming...agriculture, or commercial timber or pulpwood harvesting...[or] for land dedicated to active or passive recreational uses.
- GA Hwy 17 is a designated truck route. However, there is no industrial or intensive commercial use nearby. The nearest industrial-zoned property is a surface mine approved in 1989, which is approximately 1 mile to the northeast. The county landfill and EMA site is also zoned I-1, and is approximately 1.5 miles to the southwest. There is no industrial warehouse development or related activity on Hwy 17 or nearby.

Alternatives
1. **Approve** the request to rezone 7.38 acres from B-3 to I-1 to allow for the development of a distribution center with conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Development plans must comply with the Effingham County Water Resources Protection Ordinance, and the Stormwater Management Local Design Manual.
   3. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**

2. **Deny** the request to rezone 7.38 acres from B-3 to I-1.

Recommended Alternative: 2 Other Alternatives: 1

Department Review: Development Services
FUNDING: N/A
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ______

DISAPPROVAL ______

Of the rezoning request by applicant **WD Glassware Import, Inc. as Agent for Terry Griner** – *(Map # 296 Parcel # 46F)* from **B-3** to **I-1** zoning.

Yes No 1. Is this proposal inconsistent with the county’s master plan?

Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No 7. Are nearby residents opposed to the proposed zoning change?

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 06/06/20

Applicant/Agent: WD Glassware Import Inc
Applicant Email Address: alice@wdimportinc.com
Phone #: 347-373-2366
Applicant Mailing Address: 750 Bloomfield Ave.

City: Clifton State: NJ Zip Code: 07012

Property Owner, if different from above: [Signature]
Owner's Email Address (if known): [Signature]
Owner's Mailing Address: 925 Pound Rd
City: Guyton State: GA Zip Code: 31312

Property Location: 0 Go Cart & HWY 17 & P Rd, Guyton, GA, 31312

Proposed Road Access: Entrance on P Rd as shown in proposed site plan

Present Zoning of Property: B-3 Proposed Zoning: I-1
Tax Map-Peced #: 02960-00000-046-F00
Total Acres: 7.38 Acres to be Rezoned: 7.38

Lot Characteristics: Vacant land

WATER

___ Private Well
___ Public Water System
If public, name of supplier: N/A

SEWER

___ Private Septic System
___ Public Sewer System

Justification for Rezoning Amendment:

List the zoning of the other property in the vicinity of the property you wish to rezone:

North South East West

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   
   Vacant

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   No

3. Describe the use that you propose to make of the land after rezoning.
   
   Wholesale distributions of glass vases and other floral supplies

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   No.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   
   Provide jobs for nearby communities

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   
   No. Our main use of the warehouse would be storage and wholesale distributions, there will be no retail and for many small delivery vehicles in use

Applicant Signature: [Signature] Date 06/06/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 10/20/2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2485 page 177-178.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this 3rd day of June, 2022.

CATHY HOLLAND
Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, [Name], being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: [Name of Company]
Applicant/Agent Address: [Address]
City: [City] State: [State] Zip Code: [Zip Code]
Phone: [Phone Number] Email: [Email Address]

Owner's signature: [Signature]
Print Name: [Print Name]

Personally appeared before me [Signature] (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this [Date] day of [Month], [Year].

[Notary Public, State of Georgia]
QUIT CLAIM DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE. Made this 26th day of October, 2017 between DEBRA JOY GRINER USHER of the County of Bryan and of the State of Georgia, as the First Part, herinafter called Grantor and TERRY ALLEN GRINER of the County of Effingham and of the State of Georgia, as Party of the Second Part, herinafter called the Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH that: Grantor, for and in consideration of the sum of Fifty Thousand Dollars ($50,000) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

DESCRIPTION OF PROPERTY

ALL that certain tract or parcel of land situate, lying and being in the Town of Pineora, 10th G.M. District of Effingham County, Georgia, containing Seven and Thirty-Eight Hundredths (7.38) acres, more or less and being known and designated as TRACT SIX (6) as shown on the plat herinafter referred to. Said parcel of land being bounded on the North by Tract Five (5); on the East by lands now or formerly of Pound; on the South by Go-Cat Public Road; on the West by Georgia State Highway No. 17, and on the Northwest by Pound County Public Road.

Express reference is hereby made to the plat of said lands made by Harold R. Johnson, R.L.S. #1137, dated April 9, 2004 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 122-D-1 for better determining the meters and bounds of said lands herin conveyed.

Subject, however, to restrictions, easements and right-of-way of record.

Title to the within described property has not been certified by the scrivener of this quitclaim deed.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time by any means or ways, have, claim or demand any right to
Title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this 26th day of October, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Debra Joy Grisell Usher

[Signature]
Notary Public
10/26/2017
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
WD Glassvase 'mport, Inc
0 Go Cart Rd & Hwy 17, Guyton
Pin: 296-46F
Total Acres: 7.38 Acres to be rezoned: 7.38

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from B-3 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

[Signature]

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: James Carlson requests to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development. Located on Highway 119 South. Map# 320 Parcel# 74

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to rezone 5 acres along the Hwy 119 frontage, to expand business operations on an adjacent parcel. The proposed development will include pet funerary services and two additional retail suites.
- The remaining 15 acres, which is heavily covered in wetlands, is to be combined with Map/Parcel 345-2, which is zoned AR-1.
- The proposed development is adjacent to an existing crematory and funeral home, which is zoned B-2.

Alternatives
1. Approve the request to rezone 5 of 20 acres from AR-1 to B-2 to allow for commercial development, with the following conditions:
   1. The lot must meet the requirements of the B-2 zoning district.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   3. All wetland impacts be approved and permitted by USACE and a copy submitted to Development Services.
   4. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 5 of 20 acres from AR-1 to B-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_______

Of the rezoning request by applicant James Carlson – (Map # 320 Parcel # 4) from AR-1 to B-2 zoning.

Yes No? 1. Is this proposal inconsistent with the county’s master plan?

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 6/2/22

Applicant/Agent: James Carlson

Applicant Email Address: admin@carlsoncandco.com

Phone #: 912) 655-7187

Applicant Mailing Address: 2677 Hwy 119 N

City: Springfield State: GA Zip Code: 31326

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ________________________________

Phone #: ________________________________

Owner’s Mailing Address: ________________________________

City: ________________________________ State: _______ Zip Code: __________

Property Location: 2111 Hwy 119 S Guyton, GA 31312

Proposed Road Access: 119 S

Present Zoning of Property: Residential Proposed Zoning: Commercial

Tax Map-Parcel: #032001014 Total Acres: 20 Acres to be Rezoned: 20

Lot Characteristics: ________________________________

WATER

___ Private Well

___ Public Water System

If public, name of supplier: ________________________________

SEWER

___ Private Septic System

___ Public Sewer System

Justification for Rezoning Amendment: ________________________________

List the zoning of the other property in the vicinity of the property you wish to rezone:

North _________ South _________ East _________ West _________

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   
   Wooded Lot (20 acres)

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   Yes

3. Describe the use that you propose to make of the land after rezoning.
   
   Pet Cemetery - Building, 50 x 100 Metal

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   Wooded Area next to Carlson & Riggs Funeral Home

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   
   Commercial use

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   
   No

Applicant Signature: [Signature]
Date: 6/1/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

Wednesday, 11/11/2022, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 52787 page 3839.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature

Print Name
James W. Carlson

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 2nd day of June, 2022.

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, James Carlson, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: James M. Carlson
Applicant/Agent Address: 2077 Hwy 119 N
City: Springfield State: GA Zip Code: 31329
Phone: 912-1595-3187 Email: adminlearedsonandco.com

Owner’s signature: 
Print Name: James M. Carlson

Personally appeared before me James Carlson (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 2nd day of June, 2022.

Notary Public, State of Georgia

Rev 01132022
DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT made this 1st day of June, 2022, by and between

***Carlson and Riggs Funeral Services, LLC***

of Effingham County, Georgia (hereinafter referred to as "Grantor"), and BANK OF NEWINGTON, a Georgia corporation having an address of P.O. Box 68, Newington, Georgia 30446 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is justly indebted to Grantee in the sum of

***Two Hundred Seventy Two Thousand Dollars and Zero Cents***

DOLLARS ($272,000.00) in lawful money of the United States of America, or, if this instrument is a construction mortgage, so much of said sum as may be advanced, and has agreed to pay the same, with interest thereon, according to the terms of a certain Note (the "Note") given by Grantor to Grantee, of even date herewith, with final payment being due on 7/1/2023.

NOW, THEREFORE, in consideration of the premises and of the sum hereinafore set forth, Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property (the "Property"), to-wit:

2111 Georgia 119 S
Guyton Ga 31332

SEE EXHIBIT "A" ATTACHED HERETO AND BY
REFERENCE MADE A PART HEREOF

TOGETHER WITH, all and singular, the improvements, fixtures, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without limitation, the buildings and improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery and other articles affixed or attached to said buildings and improvements including, without limitation, all building materials, electrical, plumbing, heating and air conditioning systems, all built-in appliances, cabinets and lighting fixtures (the "Improvements"); and

(Grantor Initials)
IN WITNESS WHEREOF, this deed has been duly executed by the Grantor under seal, the day and year first above written.

Signed, sealed & delivered in the presence of:

James Matthew Carlson, Member of Carlson and Ruggs Funeral Services LLC

Notary Public

=================================================================
Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: BANK OF NEWINGTON NMLS ID: 674991
Individual: Harold Eugene Sheppard, Jr. NMLS ID: 682328

=================================================================

(Grantor Initials)
LIMITED WARRANTY DEED

THIRD INDENTURE, made and entered into as of 1st day of June, 2022, by and between:

Freida U. Morgan
(Hereinafter referred to as the "Grantor"), and

Carlson & Riggs Funeral Services, LLC
(Hereinafter referred to as "Grantee")

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealings and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed by these presents does grant, bargain, sell, and convey and confirm unto said Grantee:

ALL that certain tract or parcel of land situate, lying and being in Effingham County, Georgia, containing Twenty (20) acres, more or less, upon a map made by Paul Weitman, County Surveyor dated March 30, 1974, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book 12, Page 89. Said property was conveyed to Freida U. Morgan by Assent to Devise dated December 13, 2014, recorded in Deed Book 2381, Page 349, in the aforesaid Clerk's Office. Said map and deed are incorporated herein by reference.

2111 Highway 119 S., Guyton, Georgia 31312
PIN 03200-074-000

Said property containing improvements thereon currently known as 2111 Georgia 119 S., Guyton, GA 31312, PIN 03200-074-000

(hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.
AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered before me on the day and year first above written,
In the presence of:

[Signature]
[Seal]

[Signature]
[Seal]

[Signature]
[Seal]
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   James Carlson
   2111 Hwy 119 South, Guyton
   Pin: 320-74
   Total Acres: 20.0 Acres to be rezoned: 5.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

[Signature]

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Area for 40x60 Metal Building for Pet Crematory
## Map Unit Legend

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>LeA</td>
<td>Leefield loamy sand, 0 to 2 percent slopes</td>
<td>2.1</td>
<td>11.3%</td>
</tr>
<tr>
<td>PeA</td>
<td>Pelham loamy sand, 0 to 2 percent slopes</td>
<td>0.1</td>
<td>0.7%</td>
</tr>
<tr>
<td>SuA</td>
<td>Surrency mucky sand, 0 to 1 percent slopes, frequently flooded</td>
<td>16.6</td>
<td>88.0%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td><strong>18.9</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>
PRELIMINARY SKETCH PLAN FOR PARCEL #: (03200074) BEING SUBDIVIDED INTO TWO TRACTS, LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

FLOOD INFORMATION:
FEMA FLOOD MAP (13103C02531D)
EFFECTIVE DATE: (12/17/2010)
THIS AREA IS LOCATED IN A FLOOD HAZARD AREA

FLOOD ZONE:
"A" AREA OF MINIMAL FLOOD HAZARD
ZONING:
R-1

RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPOCON- ES TOTAL STATION, CARLSON RTK DATA COLLECTOR, AND A CARLSON BRX+ GPS.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAP.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND MONUMENT'S LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1975."
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (CCFA 15-6-47) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.

SURVEYOR CERTIFICATION

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 BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREIN. RECORDER OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY OR ANY USE OF PURPOSE OF THE LAND. FURTHERMORE, THE UNDERIGNED LAND SURVEYOR THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.C.A. SECTION 15-6-67.

Travers PC

SURVEY FOR:
JAMES CARLSON

COUNTY: EFFINGHAM STATE: GEORGIA
G.M.D: 10th
DATE: 08/15/2022 SCALE: 1" = 200' File Number: DRAWN BY: KJ
TOTAL AREA = 20.00 ac.
Subject: Conditional Use (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: James Carlson requests a conditional use to allow for a crematory in the B-2 zoning district. Located on Highway 119 South, zoned AR-1, proposed zoning B-2. Map# 320 Parcel# 74

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use to allow for a crematory in the B-2 zoning district, with conditions.

Executive Summary/Background
- Article III. General Provisions, Section 3.6 Cemeteries, Mausoleums, and Crematories permits a crematorium as a conditional use in B-2.
  1. Pursuant to Sec. 5.10.2, Crematoriums may be permitted in B-2, in accordance with the provisions of section 7.1.6, on a conditional basis.
  2. Section 7.1.6 provides the following factors for consideration:
     a. Shall not adversely affect economic values or physical appearance of the surrounding areas;
        The proposed development is related to, and compatible with, the adjacent funeral home and crematory.
     b. Physical and environmental effects;
        The proposed development will undergo review for stormwater and traffic impacts.
     c. Buffer zones; and Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact.
        The proposed development has ample space to meet all parking and landscape requirements.
- Crematory operations require a state license, per O.C.G.A. 43-18-70 and Rule 250-6-.01 Establishment/Crematory Licensure Regulations.
- The crematory will serve in a pet funerary capacity, providing services to both pet owners and veterinary hospitals. No comparable service is currently available in the Effingham County area.
- The applicant was approved for a conditional use for a crematory on May 18, 2021, for adjacent parcel 345-1. That crematory provides services in concert with Carlson-Riggs Funeral Home.
- According state law, animal remains may not be treated in the same crematory as human remains.

Alternatives
1. Approve the request for a conditional use to allow for a crematory in the B-2 zoning district, with conditions:
   1. Crematory shall operate only after approval of state license, per O.C.G.A. 250-6 - Establishment/Crematory Licensure Regulations.
   2. A copy of the state license shall be provided to Development Services.

2. Deny the request for a conditional use.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 6/13/22

Applicant/Agent: James Carlson

Applicant Email Address: admin@carlsonsandco.com

Phone #: 912) 655-7187

Applicant Mailing Address: 2877 Hwy 119 N Springfield, GA 31324

Property Owner, if different from above:

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known):

Phone #

Owner's Mailing Address:

Property Location: 2111 Hwy 119 S, Guyton, GA 31312

Present Zoning of Property: AR-1 (B-2 proposed)

Tax Map-Parcel #: 320-74

Total Acres: 20 (5 proposed)

CONDITIONAL USE REQUESTED:

Section 3.15A - RESIDENTIAL BUSINESS
See Section 3.15A for requirements

Section 3.15B - RURAL BUSINESS
See Section 3.15B for requirements

OTHER (provide relevant section of code): Part II, Appendix C.

3.6e crematory in B-2

Reason: Wish to establish a pet crematory on site.

Applicant Signature: [Signature]

Date: 6/14/22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date


I hereby certify that I am the owner of the property being proposed for Conditional Use approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

[Signature]
Owner's signature

[Print Name] James Carlson
Print Name

[Signature]
Owner's signature

[Print Name]
Print Name

[Signature] 14 day of June, 2022
Sworn and subscribed before me this __________ day of __________, 2022.

[Signature]
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, James Carlson, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Conditional Use application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: James Carlson
Applicant/Agent Address: 2077 Hwy 119 N
City: Springfield State: GA Zip Code: 31309
Phone: 912) 655-7187 Email: admin@carlsonsandrco.com

Owner’s signature: [Signature]
Print Name: James Carlson

Personally appeared before me (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 14 day of June, 2022.

[Signature]
Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of 1st day of June, 2022, by and between

Freida U. Morgan
(Hereinafter referred to as the "Grantor"), and

Carlson & Riggs Funeral Services, LLC
(Hereinafter referred to as the "Grantee")

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed by these presents does grant, bargain, sell, and convey and confirm unto said Grantee:

ALL that certain tract or parcel of land situate, lying and being in Effingham County, Georgia, containing Twenty (20) acres, more or less, upon a map made by Paul Weitzman, County Surveyor dated March 30, 1974, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book 12, Page 89. Said property was conveyed to Freida U. Morgan by Assent to Devisor dated December 13, 2016, recorded in Deed Book 2381, Page 349, in the aforesaid Clerk's Office. Said map and deed are incorporated herein by reference.

2111 Highway 119 S., Guyton, Georgia 31312
PIN 03200-074-000

Said property containing improvements thereon currently known as 2111 Georgia 119 S., Guyton, GA 31312, PIN 03200-074-000
(Hereinafter referred to as the "Property")

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.
AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered before me on the day and year first above written,
In the presence of:

[Signature]
[Name]
[Title]

[Signature]
[Name]
[Title]

[NOTARIAL SEAL]
DEED TO SECURE DEBT, ASSIGNMENT OF RENTS,
AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY
AGREEMENT made this 1st day of June, 2022, by and between

****Carlson and Riggs Funeral Services LLC****

of Effingham County, Georgia (hereinafter referred to as "Grantor"), and BANK
OF NEWINGTON, a Georgia corporation having an address of P. O. Box 68, Newington, Georgia
30446 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is justly indebted to Grantee in the sum of

****Two Hundred Seventy Two Thousand Dollars and Zero Cents****

DOLLARS ($272,000.00) in lawful money of the United States of America, or, if this
instrument is a construction mortgage, so much of said sum as may be advanced, and has agreed to pay
the same, with interest thereon, according to the terms of a certain Note (the "Note") given by Grantor to
Grantee, of even date herewith, with final payment being due on 7/1/2023.

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth,
Grantor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and
convey unto Grantee the following property (the "Property"), to-wit:

2111 Georgia 119 S
Guyton Ga 31312
SEE EXHIBIT "A" ATTACHED HERETO AND BY
REFERENCE MADE A PART HEREOF

TOGETHER WITH, all and singular, the improvements, fixtures, casements, hereditament,
rights, members and appurtenances thereto belonging or in anywise appertaining, including, without
limitation, the buildings and improvements now or hereafter erected thereon, and the fixtures,
attachments, appliances, equipment, machinery and other articles affixed or attached to said buildings
and improvements including, without limitation, all building materials, electrical, plumbing, heating and
air conditioning systems, all built-in appliances, cabinets and lighting fixtures (the "Improvements"); and

(Grantor initials)

https://search.gscourts.org/imaging/HTML5Viewer.aspx?id=81464747&key1=2787&key2=902&county=51&countynames=effingham&userid=725673&apptid=4 1/1
IN WITNESS WHEREOF, this deed has been duly executed by the Grantor under seal, the day and year first above written.

Signed, sealed & delivered in the presence of:

[Signature]

James Matthew Carlson, Member of Carlson and Riggs Funeral Services LLC

Notary Public

[Notary Seal]

========================================================================================================

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: BANK OF NEWINGTON
NMLS NMSR ID: 674991

Individual: Harold Eugene Sheppard, Jr.
NMLS NMSR ID: 682328

========================================================================================================
STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

Twenty acres of land in 10th G. M. District surveyed and plat drawn for Woodrow Usher out of lands of


Scale 330 Ft. Pr. Inch. Signed by

Paul Weitman, County Surveyor


In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

[Signature]

Paul Weitman, County Surveyor
Effingham County Georgia
Certified By Hon W. Fortson, Jr.
Secretary Of State
PRELIMINARY SKETCH PLAN FOR PARCEL #: (03200074) BEING SUBDIVIDED INTO TWO TRACTS, LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

FLOOD INFORMATION:
FEMA FLOOD MAP (131030CO250) EFFECTIVE DATE: (12/17/2010)
THIS AREA IS LOCATED IN A FLOOD HAZARD AREA
FLOOD ZONE:
"X" ATCSA OF MINIMAL FLOOD HAZARD
ZONING:
R-1

RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPCON TOTAL STATION, CARLSON RTX DATA COLLECTOR AND A CARLSON BRDS+ GPS.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BEARING MEASUREMENTS OF COURSES, DISTANCES AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1976.
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA 15-6-47) IN THAT WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS THE REQUIREMENTS OF THE LAW PREVAIL.

SURVEYOR CERTIFICATION

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 BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH creating THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY OR ANY USE OF PURPOSE OF "THE LAND." FURTHERMORE, THE UNDERSIGNING LAND SURVEYOR THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.A. SECTION 15-6-47.

JAMES CARLSON
COUNTY: EFFINGHAM STATE: GEORGIA
GMO: 10h
DATE: 06/15/2022 SCALE: 1" = 200'
FILE NUMBER: DRAWN BY: KJ
TOTAL AREA: = 20.06 ac.
Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Joseph Alan Kersey request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures. Located at 119, 131, 145, and 149 Commercial Court. Map# 465D Parcels# 14,15,16,17

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to respond to market conditions and rent warehouse space to a wider range of tenants.
- The properties are located in a commerce park, and land to the north is zoned I-1 for warehouse and distribution.
- Rezoning to I-1 was granted on June 15, 2021 to adjacent parcels 465D-12&13, to allow for metal parts assembly.

Alternatives
1. **Approve** the request to rezone 3.32 acres from B-3 to I-1, to allow for the increased use potential for existing commercial structures, with conditions:
   1. The lots shall meet the requirements of the I-1 zoning district.
   2. Obtain approval for a variance from buffer requirements for I-1.
2. **Deny** the request to rezone 3.32 acres from B-3 to I-1.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _______  DISAPPROVAL _______

Of the rezoning request by applicant Joseph Alan Kersey—(Map # 465D Parcel # 14,15,16,17) from B-3 to I-1 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 01/10/2023

Applicant/Agent: [Handwritten name]

Applicant Email Address: [Handwritten email address]

Phone # [Handwritten phone number]

Applicant Mailing Address: [Handwritten address]

City: [Handwritten city] State: GA Zip Code: 31404

Property Owner, if different from above: [Handwritten text]

Owner’s Email Address (if known): [Handwritten email address]

Phone # [Handwritten phone number]

Owner’s Mailing Address: [Handwritten address]

City: [Handwritten city] State: Zip Code: [Handwritten zip code]

Property Location: [Handwritten location]

Proposed Road Access: [Handwritten access]

Present Zoning of Property: B-3 Proposed Zoning: I-1

Tax Map-Parcel #: 405D-14/115017 Total Acres: 3.32 Acres to be Rezoned: 3.32

Lot Characteristics: [Handwritten characteristics]

WATER

_____ Private Well

_____ Public Water System

If public, name of supplier: Coastal Water

SEWER

_____ Private Septic System

_____ Public Sewer System

Justification for Rezoning Amendment: [Handwritten justification]

List the zoning of the other property in the vicinity of the property you wish to rezone:

North _______ South _______ East _______ West _______
1. Describe the current use of the property you wish to rezone.

Multi-Tenants - Powdercoating Business, Used-Car Sales, Alarm Systems, Staffing Company, Hair Salon

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes

3. Describe the use that you propose to make of the land after rezoning.

No immediate change. Proposed zoning to accommodate possible future tenants and match neighboring zoning.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Cabinet manufacturing, CNC Machine Shop, Foundation Repair

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Nothing will change for neighboring properties.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature: __________________________ Date __________
1. Describe the current use of the property you wish to rezone.

Savannah Ceramic Coatings & LowCountry Foundation Repairs

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

Yes

3. Describe the use that you propose to make of the land after rezoning.

No immediate change. Proposed zoning to accommodate future tenants and match neighboring zoning.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

Ceramic Coating & Foundation Repair

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Nothing will change for neighboring properties

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

Applicant Signature: ___________________________ Date: 6/10/22

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   Foundation Repair & Coating Machinery Storage
   CRM Machine Shop

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   Yes

3. Describe the use that you propose to make of the land after rezoning.
   No change. Need to correct zoning for machine shop.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   Foundation Repair, CNC Machining, Electrical Contractor, Powdercoating

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   Nothing will change.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature: [Signature]  Date: 1/10/22
1. Describe the current use of the property you wish to rezone.
   Silverlake Design - build electrical components for machinery, Electric Company

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   Yes

3. Describe the use that you propose to make of the land after rezoning.
   No immediate change. Need reasoning to align with neighboring properties for future.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   CNC Machinery, Foundation Repair,
   Electrical Contractor

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   Nothing will change

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature: [Signature]
Date 10/10/23
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

21292014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2241 page 979.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature ________________________________

Print Name ________________________________

Owner's signature ________________________________

Print Name ________________________________

Owner's signature ________________________________

Print Name ________________________________

Sworn and subscribed before me this 10th day of June, 2002.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 01132022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

\[11/19/2014\], on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book \(2386\) page \(941\).

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature ________________

Print Name _______________________

Owner's signature ________________

Print Name _______________________

Owner's signature ________________

Print Name _______________________

Sworn and subscribed before me this \(10^{th}\) day of \(June\), 20\(22\).

Notary Public, State of Georgia

Rev 01132022
AUTHORIZED OF PROPERTY OWNER

I, Jeane Kersey, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Alan Kersey

Applicant/Agent Address: 2902 River Drive, Unit D-301

City: Thunderbolt State: GA Zip Code: 31404

Phone: (912) 683-4180 Email: alankersey98@gmail.com

Owner's signature: 

Print Name: Alan Kersey - Jeane Kersey

Personally appeared before me Alan Kersey (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 10th day of June, 2022.

Sherrie J. Odom
Notary Public, State of Georgia

Revised 0132022
LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Henry

This Indenture, made this ___ day of APRIL in the Year of Our Lord Two Thousand and Fourteen, between
UNITED COMMUNITY BANK, of the State of Georgia, of the first part and K & S COMMERCIAL VILLAGE, LLC., of
the State of Georgia, of the second part.

Witnesseth: That the said party of the first part for and in consideration of the sum of Ten Dollars($10.00), in hand
paid, at and before the sealing and deliver of these presents, the receipt of which is hereby acknowledged, has granted, bargained,
sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and
assigns, the following described property, to Wit:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

This property is conveyed subject to all easements for roads and utilities in use or of record.

To Have And To Hold the said tract or parcel of land, with all and singular the rights, members and appurtenances
thereof, to the same being, belonging, or in anywise appertaining, to the only use, benefit and behoof of the said party of the
second part, his heirs and assigns, forever, in Fee Simple.

And the Said party of the first part for its successors and assigns, will warrant and defend the right and title to the
above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons owning,
holding or claiming by, through or under the said party of the first part.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above
written.

Witness

By: Donald C. Chapman, Jr.
Its: Special Assets Officer

ATTEST:

Signed, Sealed & Delivered in the

presence of:

Notary Public
My Commission Expires:

(Authority Seal)

(BANK SEAL)
EXHIBIT “A”

Parcel 1: 131 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 16, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 2: 145 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 15, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, revised April 3, 1996, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 3: 149 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 14, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.
JOINT TENANCY WITH SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 19th day of January, 2017 between Joseph Alan Kersey a/k/a Alan Kersey, as party of the first part, hereinafter called Grantor, and J. Alan Kersey and P. Jeane Kersey, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One ($1.00) Dollar cash in hand paid, the receipt and adequacy of which is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

Parcel 1:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 1.07 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, recorded in Plat Book 8, Page 216, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject to all restrictive covenants, easements and rights-of-way of record, if any.

This being the same property conveyed by Alan Kersey to Joseph Alan Kersey, dated November 22, 1994 and recorded in Deed Book 372, Page 155, aforesaid records.

This being the same property conveyed by Warranty Deed from Joseph Alton Hughes and Mary B. Hughes to Alan Kersey, dated February 28, 1994 and recorded in Deed Book 353, Page 362, aforesaid records.
Parcel 2:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 17, Twenty-One Centre Commercial Park, as shown and more particularly described on that certain map or plan made by Warren E. Pothyress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-A, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Edward W. Beaty, Jr. to Alan Kersey, dated April 3, 2001 and recorded in Deed Book 702, Page 216, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

Joseph Alan Kersey a/k/a Alan Kersey

Signed, sealed and delivered this 19th day of January, 2017, in the presence of:

Amy L. Hughes
NOTARY PUBLIC

**TITLE NOT EXAMINED NOR WARRANTED BY PREPARER OF DEED**
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Joseph Alan Kersey
119, 131, 145 149 Commercial Ct. Rincon
Pin: 465D-14, 15, 16, 17
Total Acres: 3.32 Acres to be rezoned: 3.32

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from B-3 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
NOW OR FORMERLY JESSIE W. EXLEY

COMMERCIAL COURT 60' R/W

COMMERCIAL DRIVE 60' R/W

STATE HIGHWAY 21 NORTH BOUND LANE 100' R/W

LEGAL DESCRIPTION
PIECE OF LAND CONSISTING OF LOTS 5 AND 8 OF THE TWENTY ONE CENTRE COMMERCIAL PARK.

PLAT EVIDENCE

SCALE IN FEET

0 50 100 200

SCALE 1:100 DRAWN BY / (EF-200)

ACAD/ERACAD/LEY/LEP-2250.005

https://search.yaccoa.org/Imaging/HTMLViewer.aspx?cid=2630000&key=fe4A735&key=x+C=O=0r55&ct=4=O=0r55&ct=4=O=0r55&ct=4=O=0r55&ct=4=O=0r55&ct=4=O=0r55
Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Joseph Alan Kersey requests a variance from the requirement for a 50' buffer between commercial and industrial zoned parcels. Located at 119, 131, 145, 149 Commercial Court, zoned B-3, proposed zoning I-1. Map# 465D Parcels# 14,15,16,17

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the requirement for a 50' buffer between commercial and industrial zoned parcels.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- A variance from buffer requirements was granted for adjacent parcels 465D-12&13 on July 20, 2021.
- The warehouses are part of an existing business park, and are suitable in size and location for low intensity industrial uses such as metal assembly. The proposed zoning will not have a negative impact on the adjacent land uses.
- There is no room to accommodate the buffer requirement on individual lots in the existing business park. The industrial zoned land to the north includes a 150’ vegetative buffer between industrial and commercial districts.

Alternatives
1. Approve request for a variance from the requirement for a 50' buffer between commercial and industrial zoned parcels.
2. Deny request for a variance from the requirement for a 50' buffer between commercial and industrial zoned parcels.

Recommended Alternative: 1  Other Alternative: 2

Department Review: Development Services  FUNDING: N/A
Attachments:
1. Variance application
2. Ownership certificate
3. Site plan
4. Aerial photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 6/10/2022

Applicant/Agent: Joseph Alan Kersey
Applicant Email Address: alanKersey98@gmail.com

Phone # 912-1608-7480

Applicant Mailing Address: 2902 River Drive, Unit Dr. 301
City: Thunderbolt State: GA Zip Code: 31404

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known):

Phone #

Owner's Mailing Address: 119, 131, 145, 149 Commercial Court, Rincon
City: State: Zip Code:

Property Location: 119, 131, 145, 149 Commercial Court, Rincon

Name of Development/Subdivision:

Present Zoning of Property D-3 Tax Map-Parcel # 405D-14,15,16,17 Total Acres 3.82

VARIANCE REQUESTED (provide relevant section of code):

Describe why variance is needed: Existing buildings are too close to allow for any required buffer.

How does request meet criteria of Section 7.1.8 (see Attachment C):

Applicant Signature: Joseph Alan Kersey Date 6-10-22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

[Signature]

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book [2241] page [979].

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 10th day of June, 2020.

[Signature]

Notary Public, State of Georgia
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

1/19/2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2386 page 974.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature __________________________
Print Name ________________________________

Owner’s signature __________________________
Print Name ________________________________

Owner’s signature __________________________
Print Name ________________________________

Sworn and subscribed before me this 10th day of June, 2022.

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, Jean Kersey, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Alan Kersey
Applicant/Agent Address: 2902 River Drive, Unit D-301
City: Thunderbolt State: GA Zip Code: 31404
Phone: (912) 686-1180 Email: alankers@gmail.com

Owner’s signature

Print Name Alan Kersey

Personally appeared before me Alan Kersey (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 10th day of June, 2022.

Sherrie J. Odom
Notary Public, State of Georgia
After recording return to:
Carellas & Newberry P.C.
440 Silverwood Centre Drive
Rincon, GA 31326

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF Henry

This Indenture, made this ___ day of APRIL in the Year of Our Lord Two Thousand and Fourteen, between
UNITED COMMUNITY BANK, of the State of Georgia, of the first part and K & S COMMERCIAL VILLAGE, LLC., of
the State of Georgia, of the second part,

Witnesseth: That the said party of the first part for and in consideration of the sum of Ten Dollars($10.00), in hand
paid, at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, has granted, bargained,
sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and
assigns, the following described property, to wit:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

This property is conveyed subject to all easements for roads and utilities in use or of record.

To Have And To Hold the said tract or parcel of land, with all and singular the rights, members and appurtenances
thereof, to the same being, belonging, or in anywise appertaining, to the only use, benefit and behoof of the said party of the
second part, his heirs and assigns, forever, in Fee Simple.

And the Said party of the first part for its successors and assigns, will warrant and defend the right and title to the
above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons owning,
holding or claiming by, through or under the said party of the first part.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above
written.

WITNESS

By: Donald C. Chapman, Jr.
Its: Special Assets Officer
ATTEST:

(Signature)

By:
Its:

(BANK SEAL)
EXHIBIT “A”

Parcel 1: 131 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 16, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 2: 145 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 15, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, revised April 3, 1996, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.

Parcel 3: 149 Commercial Court

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing approximately .83 acres and being known and designated as Lot 14, Twenty-One Centre Commercial Park, as shown on that certain map or plat made by Warren E. Pothress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-D, in the records of the Clerk of the Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, the right of ingress and egress over and across Goshen Road Extension and Commercial Court, as set forth in the map or plat hereinabove described.

Subject, however to all valid restrictions, easements and rights of record.
JOINT TENANCY WITH SURVIVORSHIP DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This Indenture made this 1st day of January, 2017 between Joseph Alan Kersey a/k/a Alan Kersey, as party of the first part, hereinafter called Grantor, and J. Alan Kersey and P. Jeane Kersey, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One ($1.00) Dollar cash in hand paid, the receipt and adequacy of which is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

Parcel 1:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 1.07 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, recorded in Plat Book 8, Page 216, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject to all restrictive covenants, easements and rights-of-way of record, if any.

This being the same property conveyed by Alan Kersey to Joseph Alan Kersey, dated November 22, 1994 and recorded in Deed Book 372, Page 155, aforesaid records.

This being the same property conveyed by Warranty Deed from Joseph Alton Hughes and Mary B. Hughes to Alan Kersey, dated February 28, 1994 and recorded in Deed Book 353, Page 362, aforesaid records.
Parcel 2:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 17, Twenty-One Centre Commercial Park, as shown and more particularly described on that certain map or plan made by Warren E. Poythress, dated December 4, 1995, recorded in Plat Cabinet A, Slide 350-A, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Edward W. Beaty, Jr. to Alan Kersey, dated April 3, 2001 and recorded in Deed Book 702, Page 216, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

\[signature\]

Joseph Alan Kersey a/k/a Alan Kersey

Signed, sealed and delivered this 19th day of January, 2017, in the presence of:

\[signature\]

Amy Hughes

Notary Public

**TITLE NOT EXAMINED NOR WARRANTED BY PREPARER OF DEED**
Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Oleg Mitnik requests to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels. Located off Commerce Court. Map# 466C Parcels# 2&3

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5.8 acres from B-3 to I-1 (Heavy Industrial – Junkyard) to unify zoning within two parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- On November 17, 2020, 21.96 acres of map/parcels 466C-1, 2, & 3 was rezoned to I-1, to bring the car export use of the parcels into zoning district compliance.
- 5.8 acres of map/parcels 466C-2&3 remained B-3, but no development is planned due to extensive wetlands coverage. The parcel has not been subdivided by plat. The land is protected from development under a conservation easement.
- As no plat was recorded showing the division of B-3 and I-1, zoning for map/parcels 466C-2&3 is undefined and shown on GIS as “split”.
- Rezoning the 5.8 acres to I-1 will unify the parcel zoning, clarify zoning district mapping, and allow for more favorable buffer depths in adjacent parcels that are planned to develop with industrial use.

Alternatives
1. Approve the request to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels, with the following conditions:
   1. All conditions from the November 17, 2020 rezoning approval for 466C-2&3 will apply to the entirety of both parcels.
2. Deny the request to rezone 5.8 acres from B-3 to I-1.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Rezoning application and checklist
4. Deed
2. Ownership certificate/authorization
5. Aerial photograph
3. Plat
9.5 EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_______

O of the rezoning request by applicant Oleg Mitnik – (Map # 466C Parcels # 2&3) from B-3 to I-1 zoning.

Yes No? 1. Is this proposal inconsistent with the county’s master plan?

Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No? 7. Are nearby residents opposed to the proposed zoning change?

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 18, 2022
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/17/2022

Applicant/Agent: Oleg Milnik

Applicant Email Address: olegm@usatir.com

Phone #: 973-344-7100 ext 203

Applicant Mailing Address: 250 Port Street

City: Newark State: NJ Zip Code: 07114

Property Owner, if different from above: __________________________________________

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): __________________________________________

Phone # ______________________

Owner’s Mailing Address: ____________________________________________________

City: ______________________ State: __________ Zip Code: ____________

Property Location: 140 Commerce Ct

Proposed Road Access: Commerce

Present Zoning of Property: B-3/1-1 Proposed Zoning: I-1

Tax Map-Parcel #, 466C1, 466C-2 Total Acres: 21.96 Acres to be Rezoned: 5.8

Lot Characteristics: Existing business with various buildings, offices, and car storage

WATER

______Private Well

_____Public Water System

If public, name of supplier: __________________________________________

SEWER

______Private Septic System

_____Public Sewer System

Justification for Rezoning Amendment: Eliminating split zones

List the zoning of the other property in the vicinity of the property you wish to rezone:

North I-1 South B-3 East B-3 West B-3

Rev 05052021
1. Describe the current use of the property you wish to rezone.

   Current business operations involving used, wrecked cars and other eportation and storage.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   Yes

3. Describe the use that you propose to make of the land after rezoning.

   Area to be rezone is wetlands and not buildable

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

   Other business involve used and wrecked cars.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

   There are similar operations on nearby properties, and industrial zoning within park.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

   No

Applicant Signature: [Signature]  Date: 06/17/2022
EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 08/07/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2613 page 930-934.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

[Signature]

Owner’s signature
Print: [Signature]

Owner’s signature
Print: [Signature]

Owner’s signature
Print: [Signature]

Sworn and subscribed before me this 24th day of September, 2020

Notary Public, State of Georgia

MAX POLOUKHIN
ID # 50034790
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 21, 2021
STATE OF GEORGIA  
COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED

THIS INDENTURE, made this 6th day of August, 2020, between 140 COMMERCE, LLC, as party or parties of the first part, hereinafter called Grantor, and SAV COMMERCE PROPERTIES, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits),

WITNESSETH:

WHEREAS, that Grantor, for and in consideration of the sum of TEN AND 00/100 ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia and being 6.00 acres, more or less, known as Lot 1, Effingham Park of Commerce, as shown and particularly described on that plat or plat made by Michael A. Hussey, R.L.S. #2309, dated July 3, 2006, recorded in Plat Cabinet C, Slide 102-E, in the office of the clerk of Superior Court of Effingham County, Georgia. For more particular description reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

INCLUDED THEREWITH IS ONE 2000 Fleetwood Mobile Home having Serial Number GAFLY25A71546CD21 and GAFLY25B71584CD21. (No warranties provided with regard to such mobile home).

ALSO, ALL that certain lot, tract, or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 4.35 acres uplands, 1.45 acres wetlands buffer and 0.82 acres wetlands, more or less, and being known as Lot 2, Effingham Park of Commerce Subdivision, as shown and more particularly described on that certain map or plat made by Charles W. Tuten, Jr., R.L.S. #2345, dated February 24, 2006, recorded in Plat Cabinet C, Slide 112-F, in the office of the clerk of Superior Court of Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Effingham Park of Commerce, LLC to D&R Hussey, LLC, dated March 1, 2006, recorded in Deed book 1416, page 2, aforesaid records.

AND, ALSO, ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 1, Effingham Park of Commerce, as shown and more particularly described on that certain map or plat made by Leon A. Zipp, Jr., R.L.S. #2379, dated July 16, 2004, recorded in Plat Cabinet C, Slide 50-C2, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.
This being the property conveyed by Warranty Deed from Master Bell Provisions, Inc. to D&R Housing, LLC, dated June 29, 2006, recorded in Deed Book 1479, page 56, aforesaid records.

The foregoing Lots 1, 2, and 3 being the same property described and conveyed to 140 Commerce, LLC by Limited Warranty Deed recorded at Deed Book 2024, page 191, Bibb County, Georgia records.

TO HAVE AND TO HOLD the said tract or parcel of land 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 behoove of the said Grantee forever in FEE SIMPLE. Grantor expressly covenants that Grantee is entitled to said property in good fee simple title and that Grantor has the full right, power and authority to convey the same; that the said property and the Grantee thereon are free and clear of all liens, claims or encumbrances whatever whereby the title to said property may in anywise be charged, changed, impaired or defeated and that the Grantee will forever WARRANT and DEFEND the said premises against the lawful claims of all persons claiming, holding or claiming by, through or under the said Grantor, subject to the permitted exceptions listed on Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this instrument by and through its duly authorized Corporate Officers with the Corporate Seal affixed thereto on the day and year first above written.

Signed, sealed and delivered.

140 COMMERCE, LLC

By: [signature]

RAYMOND J. DEMOTT, MEMBER

Notary Public
My commission expired

[Notary Seal]

[Notary Seal]
EXHIBIT "A"

PERMITTED WITH RESERVATIONS

1. Restrictive Covenant published by Ellingham Park of Commerce, dated March 20, 1999, regarding sidewalks, recorded in the office of the Clerk of Superior Court of Ellingham County, Georgia, in Deed Book 272, page 971.

NOTE: This exception covers any covenant, condition or restriction on sex, color, religion, race, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant is not in violation of rules or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.


NOTE: This exception covers any covenant, condition or restriction on sex, color, religion, race, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (b) is not in violation of rules or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

3. Easement to Savannah Bank and Trust Company recorded in Deed Book 16, pages 319; Deed Book 241, page 174; Deed Book 160, page 145; Deed Book 135, page 234; Deed Book 123, page 13; Deed Book 281, page 370; Deed Book 223, page 484; and Deed Book 466, page 466, amended records.

4. Right of Way Deed from G.O. Bridge to the State Highway Department of Georgia, dated May 27, 1915, recorded in Deed Book 88, page 556, amended records.

5. Right of Way Agreement from G.O. Bridge to the Highway Department of Georgia, dated June 11, 1915, recorded in Deed Book 86, page 570, amended records.

6. Right of Way Agreement from G.O. Bridge to the Mayor and Aldermen of the City of Savannah, dated July 15, 1916, recorded in Deed Book 38, page 581, amended records.

7. Department of Transportation Right of Way Deed from Georgia Electric Railway, Inc., to Department of Transportation, dated May 6, 1917, recorded in Deed Book 246, page 370, amended records.
8. Right of Way Deed from Hillesheim Park of Commerce, 1234 Main Street, Summerville
   County, dated July 29, 2001, recorded in Deed Book 880, page 394, abstracted
   records.

9. CCP, by Jon D. Nettles, Natural Gas and Utility Easements from Hillesheim Park of Commerce,
   LLC to PMP Pippin, Inc., a South Carolina corporation, dated November 13, 2001, recorded in
   Deed Book 934, page 455, abstracted records.

10. Water and Sewerage Agreement from Hillesheim Park of Commerce, LLC to Georgia
    Utilities, LLC, a Georgia limited liability company, to Georgia Water & Sewerage Company, LLC,
    a Georgia limited liability company, dated February 11, 1999, recorded in Deed Book 1009, page 666,
    abstracted records.

11. Pollman and Geoghegan for Construction and Order and Judgment of the Court between
    Coastal Water Company, members of Water Association and Defendants, and Hillesheim Park
    of Commerce, LLC, the Hillesheim Park of Commerce, LLC and Hillesheim Park of Commerce,
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17.  All parties disclosed, if any, on the attached map or plat entitled "Subdivision of the Former G.O. Barger Tract 2, 4th Od, bisected, Effingham County, Georgia", dated July 2, 2006, recorded in Book C, Page 1014, Effingham County, Georgia.

AS TO LOT 3 ONLY

18.  All parties disclosed on the attached map or plat entitled "Preliminary Subdivision of Quaterly Subdivision, 25th Od, bisected, Effingham County, Georgia", prepared for D. & X. Tavernier, LLC, dated February 26, 2006, recorded in Plat C 4, Effingham County, Georgia, including:
   (a) A 100 foot RSCO easement located in the common area of the subject property; and
   (b) Delimited setback lines along the subject property.

AS TO LOT 3 ONLY

19.  All parties disclosed on the attached map or plat entitled "Preliminary Subdivision of E. C. C. on 2nd Od", prepared for Miley R. Preston, Inc., dated July 15, 2004, recorded in Plat C 3, Effingham County, Georgia, including:
   (a) A 115 foot RSCO easement traversing the subject property; and
   (b) Delimited setback lines along the subject property.
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
466C-1,2,3

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
466C-1,2,3

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful
authority thereof:

WHEREAS, OLEG MITNICK has filed an application to rezone twenty-one and ninety-six hundredths (21.96) +/- acres;
from B-3 to I-1; map and parcel number 466C-1,2,3 located in the 5th commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the
Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been
published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT twenty-one and ninety-six hundredths (21.96) +/- acres; map and parcel number 466C-
1,2,3 located in the 5th commissioner district is rezoned from B-3 to I-1 with the following stipulations:

1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial
condition uses
3. The operation will be an intake/export facility and will not include a” dilapidated vehicle / storage” business.
4. The applicant shall be required to maintain traffic control specific to the above-referenced parcels within the Park of
Commerce, and to maintain the driveway into the property from damage and disrepair, in order to avoid negative impacts on
other tenants’/owners’ operations in the Park of Commerce.
5. The applicant shall install visual screening of the above-referenced property from adjacent properties. The screen shall
consist of a vertical component comprising a fence system, or appropriate vegetation, or combination of both, of sufficient
height and opacity to properly shield any and all wrecked vehicles or any miscellaneous shipping materials from view outside
the property. The details of screening shall be submitted to the County’s Development Services Department for review and
approval prior to beginning operations at the facility.
6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater
Management Local Design Manual.
7. All wetland impacts shall be permitted by USACE.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This 17th day of November, 2020

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY M. CORBITT, CHAIRMAN

FIRST/SECOND READING: 11/17/2020

ATTEST:

S. JOHNSON
STEPHANIE D. JOHNSON
COUNTY CLERK
Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Stature Investments as Agent for Joye Polk, Shawn T. & Laura Susan Jones, Richard A. Kyall II, James W. Manka, Mision Bautista Hispana de Rincon, Chester R. & Clint R. Porter, Ashley Ron Moore, requests to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses. Located on Old Augusta Road. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6,7,8,9,10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The scale of the proposed warehouse development exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project (DRI # 3740) warranted regional review; requested comments; and completed a DRI report.
- The county Future Land Use map indicates the project site is in Residential, Undeveloped and Agriculture areas. Residential areas include single and multi-family development. Agriculture areas include uses such as farming, livestock, timber harvesting, or recreation.
- The City of Savannah &D water line is located east of the proposed parking area in the southeast of the development site.
- The required buffer between heavy industrial and AR/R zoning districts is 300’. The proposed development does not meet that requirement.
- The applicant withdrew an earlier application for two parcels that had access only to Abercom Road. Additional parcels along Old Augusta Road were added to the development plan, which gives the project frontage on a designated truck route.

Alternatives
1. **Approve** the request to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, with the following conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
   3. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
   4. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts**.
   5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. **Deny** the request to rezone 130.58 acres from AR-1 to I-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Rezoning application and checklist
2. Deed
3. Ownership certificate/authorization
4. Aerial photograph
5. Plat
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

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<th>APPROVAL</th>
<th>DISAPPROVAL</th>
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O the rezoning request by applicant Stature Investments as Agent for Joye Polk et al. – (Map # 477 Parcels # 8&9 Map# 477A Parcels# 6,7,8,9,10) from AR-1 to I-1 zoning.

Yes  No  ?  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  ?  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  ?  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  ?  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No  ?  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  ?  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  ?  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  ?  8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/13/22

Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant Email Address: YDESAI@STATUREINVESTMENTS.COM

Phone #: 912-398-0280

Applicant Mailing Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: SAVANNAH State: GA Zip Code: 31322

Property Owner, if different from above: SEE ATTACHED AUTHORIZATIONS AND OWNERSHIP CERTIFICATIONS FOR OWNER INFO

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: SOUTHERN END OF COUNTY OFF OF OLD AUGUSTA

Proposed Road Access: ACCESS FROM OLD AUGUSTA RD

Present Zoning of Property: AR-1 Proposed Zoning: I-1

Tax Map-Parcel #: 477-8,477-9. Total Acres: 130.58 Acres to be Rezoned: 130.58

477A-6,477A-7,477A-8,477A-9,477A-10

Lot Characteristics:

WATER

— Private Well

X Public Water System

SEWER

— Private Septic System

X Public Sewer System

If public, name of supplier: EFFINGHAM COUNTY

Justification for Rezoning Amendment: OLD AUGUSTA ROAD HISTORY AS A TRUCK ROUTE ALONG WITH THE INDUSTRIAL GROWTH IN THE VICINITY MAKES THIS PROPERTY IDEAL TO SUPPORT THE DEMAND FOR WAREHOUSE SPACE DUE TO GA PORTS GROWTH

List the zoning of the other property in the vicinity of the property you wish to rezone:

North AR-1, South AR-1, East AR-1, I-1 West AR-1, I-1

Rev 05052021
1. Describe the current use of the property you wish to rezone.

HEAVILY WOODED W/ SEVERAL HOME SITES

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

NO

3. Describe the use that you propose to make of the land after rezoning.

INDUSTRIAL WAREHOUSE DISTRIBUTION

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

LOW DENSITY RESIDENTIAL

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

REZONING IS APPROPRIATE DUE TO CLOSE PROXIMITY OF THE OLD AUGUSTA TRUCK ROUTE

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

NO

Applicant Signature: [Signature]

Date 6/13/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 6/19/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 842, page 427.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Joye Polk

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

Joye Polk, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states: That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: POOLER State: GA Zip Code: 31322

Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner's signature: Joye Polk

Print Name: Joye Polk

Personally appeared before me Joye Polk (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 9th day of May 2022.

Dawn Hickman
Notary Public, State of Georgia
RETURN TO: Lloyd D. Murray  
P.O. Box 1569  
Richmond Hill, GA 31324

STATE OF GEORGIA  
COUNTY OF BRYAN

WARRANTY DEED

THIS INDENTURE, Made this 19th day of June, in the year of our Lord Two Thousand and Two, between SATISFACTION & SERVICE HOUSING, INC. of the County of Chatham, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and JOYE POLK of the County of Chatham, and State of Georgia, as party or parties of the second part; hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor’s interest in and to the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 6TH G.M. District, Effingham County, Georgia, being known and designated as Lot 6, containing 5.0 acres, more or less, Abercorn Acres Subdivision, as shown on that certain map or plat made by Paul D. Wilder, R.L.S. No. 1559, dated June 19, 1997, recorded in Plat Cabinet A, slide 394-F, in the records of the Clerk of Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

SUBJECT to all valid reservations, restrictions, easements, and rights of way of record.

TOGETHER with all improvements located thereon.

TO HAVE AND TO HOLD, The said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.
IN WITNESS WHEREOF the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered on
the 19th day of June, 2002,
in the presence of:

[Signature]
Witness

[Signature]
Witness

Satisfaction & Service Housing, Inc.

By: [Signature]
Ellis A. Skinner, II (Seal)

Notary Public
My Commission expires: July 15, 2003
Return to:
Lloyd D. Murray
P. O. Box 1509
Richmond Hill, Ga. 31324

DEED TO SECURE DEBT
AND SECURITY AGREEMENT

GEORGIA
COUNTY OF ________

THIS INDENTURE, made this 19th day of June 2002, between JOYCE POLK
and the County of Chatham, Grantor, and INTERSTATE MORTGAGES, INC.,
P. O. Box 489, Springfield, Georgia 31329

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of One Hundred Fourteen Thousand Seven Hundred Fifty and 00/100
Dollars ($114,750.00) in lawful money of the United States and has agreed to pay the same in accordance with the terms of a certain note (the "Note") given by Grantor to Grantee
hereby executed and delivered, bearing interest hereon, with final payment due on August 15, 2002, the Note, by reference, being made a part here

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
FOR A COMPLETE DESCRIPTION OF
THE PROPERTY HERIN CONVEYED.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore

described, or any part or parcel thereof, and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other

entitlements now or hereafter on said property or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any

wise appertaining, and the reversion, remainders and re-entrants, rents and issues and profits thereof; and also the estate, right, title

interest, claim and demand whatsoever of Grantor of, in, and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, furnishings, fixtures, whether actually or constructively attached to said

property and including all trade, common and ornamental fixtures, and articles of personal property of every kind and nature whatsoever

(thereafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or

usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor, including

but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, Linen-washing and power

equipment; engines; pipes; pumps; seas; motors; condensers; switch-boards; plumbing, fitting, cleaning, fire prevention, fire extinguishing,

refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-

conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; stairways; screens; storm doors and windows; stoves;

wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings in

commercial, institutional and industrial buildings, together with all building materials and equipment now or hereafter delivered to the

premises and intended to be installed therein; together with all additions thereto and replacements thereof (Grantor hereby agreeing

with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested

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by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing; and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leading and

ballasting of the property improvements thereon and equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of

the exercise of the right of eminent domain, (b) the alteration of the grade of any street or (c) any other (very low, (d) any

decree in the value of the premises, to the extent of all amounts which may be secured by Grantee and/or in connection

with the collection of such award or payment.

SOLD AND TO HOLD all the aforesaid property rights, contract rights, Equipments and claims (all of which are collectively

referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in E. F. F. F. S.

Grantee warrants that Grantee has good title to the Premises and is lawfully seized and possessed of the Premises and every

part thereof that is good title herewith; and Grantee is the owner of the Preceding. All documents conveying title to the

Premises are unencumbered except as may be herein expressly provided; and that Grantee will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whosoever.

This Instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing

loan or security deed and security agreements and is not a mortgage; and

Grantee has paid to Grantee the price of $1.00 in lawful money of the United States of America, and has given to Grantee

security deed and security agreements and has not a mortgage; and

within the premises or the obligations secured hereby; (b) premiums on fire and other hazard insurance covering the Premises,

as required in Article 3 hereof; (c) premiums on all collateral pledged life insurance policies, if any; (d) premiums for mortgage

Insurance, if this deed and the Note are insured, and (e) ground rents or other lease rentals, rents, payable by Grantee

shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantee

shall pay to Grantee, together with all of the payments of principal and interest payable under the terms of the Note secured

hereby, on the installment-paying days of the Note, until said Note is fully paid or until notification from Grantee to the contrary,

an amount reasonably sufficient to pay, for each month, as estimated by Grantee, to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges due so that Grantee will have sufficient funds on hand to pay same (30) days before the date on which they become due in no event shall Grantee be liable for any interest on any amount paid to it in excess of the amount reasonably estimated by Grantee as the sum necessary to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges due, and Grantee shall pay all said charges to the amount of the then unpaid balances due hereunder as and when they become due and payable. An official receipt thereof shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become due, without notice, or make advances therefor in excess of credit for said charges. The excess amount advanced shall become part of the Security Indebtedness and bear interest at the rate of 1% per annum from date of advancement. Grantees may apply credits held by them for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the

existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions herein. Upon payment in full of the Security Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

(a) Grantee shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, rioting, staking a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee, exceeding 100% of full insurable value, all insurance herein provided for shall be in form and companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantee shall assign and deliver to Grantee, as collateral and further security for the payment of the Security Indebtedness, all policies of insurance which insure against any loss or damage to the Premises or equipment thereon or therefrom, or any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantee. (b) Not less than 10 days prior to the expiration date of each policy of insurance required of Grantee pursuant to this Article, and of such policy of insurance held as additional collateral to secure Security Indebtedness, Grantee shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee, and (c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Grantee, including any right to unearned premiums, and in all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and is to be conveyed by this deed, pursuant to the provisions of this Article.

3. Grantee shall, upon the completion of the Premises and or equipment thereon, or the receiver of the Premises, or other party that shall have an interest in the Premises, or any of the foregoing, and shall comply with all restrictive covenants, statutes, ordinances and regulations of any governmental authority relating to the Premises and the use thereof or any part thereof. Grantee shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter acquired by this deed, which may be affected by any proceeding of the character referred to in Article 6 hereof. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscaping scheme, timber or other ground improvement, equipment or other property, now or hereafter conveyed as security or pursuant to this deed, shall be removed, demolished or materially altered without the written consent of Grantee. Grantee shall complete, within a reasonable time, in the premises or the obligations secured hereby, and shall pay for any building, structure or other improvement at any time in the process of construction on the property hereinafter conveyed. Grantee shall not, by any act or omission to act, create a security title of Grantee to all or any part of the Premises or any part thereof. Grantee and any persons authorized by Grantee to convey the Premises shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

4. Grantee shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any

subsequent holder from time to time upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of a security title of Grantee to all or any part of the Premises and to extend the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Grantee, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 page 446.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Shawn T. Jones

Owner's signature

Print Name Laura Susan Jones

Owner's signature

Print Name

Notarized before me this 10th day of June, 2022.

JAMES B. HALL
Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Shawn T. Jones and Laura Susan Jones, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Yash Desai/Stature Investments

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0280 Email: ydesai@statureinvestmentsus.com

Owner’s signature: [Signature] 6-10-28

Print Name: Shawn T. Jones

Owner’s signature: [Signature]

Print Name: Laura Susan Jones

Personally appeared before me Shawn T. Jones & Laura Susan Jones (Owner print)

Who swears before me that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 10th day of June, 2027.

[Notary Public, State of Georgia]

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 15, 2020 by and between

Southland Restoration, LLC
(Hereinafter referred to as the "Grantor"), and

Shawn T. Jones and Laura Susan Jones
as joint tenants with rights of survivorship
(Hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 9th GM District of Effingham County, Georgia, and containing 5 acres, more or less, being known and designated as Lot 10, Abercorn Acres Subdivision, as shown on the map or plat of said Subdivision recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Page 364F. Said map or plat is incorporated hereof by specific reference for a more complete description of the property herin conveyed.

containing improvements thereon known as 2003 Old Augusta Rd S, Rincon, GA 31326, PIN 0477A-010,

(Hereinafter referred to as the "Property")

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEI SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.
IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered this 15th day of May, 2020, in the presence of:

Southland Restoration, LLC
BY: Christina Durrence, as authorized signatory

Unofficial Witness
Notary Public
My Commission Expires: 5/11/2024
When recorded, return to:
BankSouth Mortgage Company, LLC
ATTN: Final Document Department
3290 Northside Parkway, Suite 600
Atlanta, GA 30327

[Space Above This Line For Recording Data]

SECURITY DEED
MIN: 1007930-1209103335-5
MERS PHONE #: 1-888-679-5377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

(A) "Security Instrument" means this document, which is dated May 15, 2020, together with all Rises to this document.
(B) "Borrower" is SHAWN JONES AND LAURA SUSAN JONES, JOINT TENANTS.

Borrower is the grantor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is BankSouth Mortgage Company, LLC.

Lender is a Limited Liability Corporation, organized and existing under the laws of Georgia. Lender's address is 3290 Northside Parkway, Suite 600, Atlanta, GA 30327.

(E) "Note" means the promissory note signed by Borrower and dated May 15, 2020. The Note states that Borrower owes Lender "ONE HUNDRED FORTY THOUSAND TWO HUNDRED FIFTY DOLLARS ($140,250.00)"

GEORGIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 2011 1/01
Ellie Mae, Inc. 05/15/2020 08:50 AM PST
LOAN #: 2004103610

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2080.

(9) "Property" means the property that is described below under the heading "Transfer of Rights in the Property.

(10) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(11) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider
- [Other(s) specifically]

Waiver of Borrower’s Rights Rider, Manufactured Home Rider, Manufactured Home Affidavit of Affiliation

(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(j) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those Items that are described in Section 3.

(m) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds) paid under the coverages described in Section 3 for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(n) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.), and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan," even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MER$ (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MER$, with power of sale, the following described property located in the County of EFFINGHAM [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF AS "EXHIBIT A".

GEORGIA – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 1.01
Ellie Mae, Inc. 
Page 2 of 10
GED2004103610 0419 05162020 08:32 AM PST
which currently has the address of 2003 OLD AUGUSTA RD, RINCON,
Georgia 31339
([Property Address]):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assignees of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be conveyed by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the power to grant and convey the Property and that the Property is unencumbered, except for liens existing at the date of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it becomes due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

3. Procedure for Lender. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments in the order in which they become due. Any remaining amounts shall be applied as described in the Note.

4. Application of Payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments, if any, for Borrower. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which cannot be foreclosed by the Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed dated 5/31/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 837 page 128.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name: Richard A. Kyall, II

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 10th day of June, 2022.

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Richard A. Kyall, II, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0280 Email: ydesai@statureinvestments.com

Owner's signature: ____________________________

Print Name: Richard A. Kyall, II

Personally appeared before me Richard A. Kyall, II (Owner prin)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 10 day of June 2022

Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made the 31st day of May, 2002 between Robert C. Allison, Jr., of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantee, and Richard A. Ryall, as party or parties of the second part, hereinafter called Grantor (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of this present instrument, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 9, Abercorn Acres Subdivision, as shown and more particularly described on that certain map or plan made by Paul D. Wilder, dated June 19, 1997, recorded in Plat Cabinet A, Slide 394-F, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from James H. Sooky to Robert C. Allison, Jr., dated May 27, 1998, recorded in Deed Book 470, page 135, aforesaid records.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee forever in FEER SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantee has heretounto set granteor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Robert C. Allison, Jr.

[Seal]

WITNESS:

N. Morgan

Notary Public, Effingham County, Georgia
My Commission Expires Mar. 23, 2005

Effingham County, Georgia
Real Estate Tax
Paid $ 2,299
Date: June 6, 2002

Clerk of Superior Court
SECURITY DEED

MIN 1000295-00000245950-6
GEORGIA INTANGIBLE TAX PAID
$ 1,100.00
May 31, 2002
SIGNED

[Signature]

BORROWER: A. KAJALL

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 14, 16, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated together with all Riders to this document.

(B) "Borrower" is AČRADO A. KAJALL.

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2035, Flint, MI 48501-2035, tel. (888) 679-MERS.

245950
GEORGIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Form 3011 1/01
(D) "Lender" is TAYLOR, ESAN, & WHITAKER MORTGAGE CORP.

Lender is a Corporation organized and existing under the laws of FLORIDA.
Lender's address is 101 NE 2nd STREET, OCALA, FL 34470-5842

(N) "Note" means the promissory note signed by Borrower and dated May 31, 2002. The Note states that Borrower owes Lender Seventy Two Thousand and No/100 Dollars (U.S. $ 72,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than June 1, 2012.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property.

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Rider(s) to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- X Other(s) (specify)

Waiver of Borrowers Rights
Closing Attorneys Affidavit

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Docs, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party other than insurance proceeds paid under the coverages described in Section 5 for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance is in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RBSPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulations, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Q: "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF EIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the

Parcel ID Number: 110A-9
3963 OLD AUGUSTA ROAD
RINCON
("Property Address")

which currently has the address of

which currently has the address of

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Form 2011 1/01
Page 3 of 14

245950 245950 0

245950 245950 0

Form 2011 1/01
Page 3 of 14

See Exhibit A attached hereto
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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer’s check or cashier’s check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. If there is any excess after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, the amounts due under the Note, until the Note is paid in full, all the funds (the “Funds”) to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called “Escrow Items.” At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such due, fees and assessments shall be in an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay the Lender the Funds for Escrow Items unless Lender waives Borrower’s obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower’s obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be 245950 245950
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/23/2003, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 921 page 052.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name James W. Manka

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 10th day of June, 2022.

[Signature]
Notary Public, State of Georgia

LaSonja Michelle Kent
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires 03/09/2025

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, James W. Manka ___________________________, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0230 Email: ydesai@statureinvestments.us.com

Owner's signature

Print Name

James W. Manka

Personally appeared before me James W. Manka ___________________________ (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 10th day of June, 2022

LaSonja Michelle Kent
Notary Public, State of Georgia

LaSonja Michelle Kent
NOTARY PUBLIC
Effingham County
State of Georgia

Rev 05052021
STATE OF GEORGIA  *
COUNTY OF CATHAM  *

WARRANTY DEED

THIS INDENTURE, Made the 23rd day of April, 2008, between James H. Snooks, as party or parties of the first part, hereinafter called Grantor, and, James W. Manka, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: that Grantor for and in consideration of the sum of Ten Dollars and no cents ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT A (LEGAL DESCRIPTION) ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee forever in PEACE AND QUIET.

AND THE SAD Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

Witness

Notary Public

VICTOR J. TETREAU LT, P.C.
P.O. Box 15938
Savannah, Ga. 31416

Filed 1-29-2008
Notary Public:

Oath of Superior Court
EXHIBIT A (LEGAL DESCRIPTION)

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITuate, LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, BEING KNOWN AS LOT 8, A RECOMBINATION OF LOTS 7 AND 8, ABERGORN ACRES, AS SHOWN ON THAT CERTAIN MAP OR PLAT OF SURVEY, PREPARED BY PAUL D. WILDER, GEORGIA REGISTERED LAND SURVEYOR NUMBER 1650, DATED AUGUST 15, 1988, AND RECORDED IN PLAT CABINET B, PAGE 29-F, IN THE OFFICE OF THE CLerk OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, TO WHICH MAP OR PLAT OF SURVEY AND THE RECORD WHEREOF REFERENCE IS HEREBY MADE FOR ALL PURPOSES IN AID OF DESCRIPTION.

PIN #: 1108.009

MORE COMMONLY KNOWN AS 1961 OLD AUGUSTA ROAD, RINCON, GEORGIA 31326.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

7/22/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2273 page 592.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Mision Bautista Hispana de Rincon

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 9th day of May, 2022.

Notary Public, State of Georgia

KAREN CHIRINOS
Notary Public, Chatham County, GA
My Commission Expires May 21, 2024

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Mision Bautista Hispana de Rincon, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100 POOLER

City: POOLER State: GA Zip Code: 31322

Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner’s signature:

Print Name: Mision Bautista Hispana de Rincon

Personally appeared before me Mision Bautista Hispana de Rincon (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 9th day of May, 2022

Notary Public, State of Georgia

KAREN CHIRINOS
Notary Public, Chatham County, GA
My Commission Expires May 21, 2023

Rev 05052021
Special Warranty Deed

State of Georgia
County of Fulton

THIS INDENTURE, made this 22 day of June, 2014, by and between Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2003-1 Asset-Backed Certificates, Series 2003-1 as party of the first part, hereinafter called Grantor, and Mision Bautista Hispana De Rincón as party or parties of the second part, hereinafter called Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context required or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property to wit:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, BEING KNOWN AS LOT 7, A RECOMBINATION OF LOTS 7 AND 8, ABERCORN ACES, AS SHOWN ON THAT CERTAIN MAP OR PLAT OF SURVEY, PREPARED BY PAUL D. WILDER, GEORGIA REGISTERED LAND SURVEYOR NUMBER 1559, DATED AUGUST 13, 1998, AND RECORDED IN PLAT CABINET 3, PAGE 29-P, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, TO WHICH MAP OR
PLAT OF SURVEY AND THE RECORD WHEREOF REFERENCE IS HEREBY MADE FOR ALL PURPOSES IN AID OF DESCRIPTION.

This property is more commonly known as 1941 Old August Road, Rincon, GA 31326 under the current system of numbering property in Effingham County, Georgia.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 behalf of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the date and year above written.

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2003-1 Asset-Backed Certificates, Series 2003-1

By: Ocwen Loan Servicing, LLC, as Attorney in Fact

By: Jami Dorobia, Contact Management Coordinator

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 22nd day of July, 2014, personally appeared before me, Jami Dorobia, as Loan Officer for Ocwen Loan Servicing, LLC, as Attorney in Fact for Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2003-1 Asset-Backed Certificates, Series 2003-1.

Personally Known To Me

Notary Public
My commission expires: 7/30/17
(Notary Seal)

ALLYSON RIVEHA
NOTARY PUBLIC
STATE OF FLORIDA
Commission EE94744
Expires 1/28/2017
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature ___________________________ Print Name ___________________________

______________________________
Notary Public, State of Georgia

______________________________
Owner's signature ___________________________ Print Name ___________________________

______________________________
Owner's signature ___________________________ Print Name ___________________________

Sworn and subscribed before me this ______ day of ______, 20____.

______________________________
Notary Public, State of Georgia
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

1/24/2014 _______________ on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 __________ page 771 __________.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Chester R. Porter

Owner's signature

Print Name Clint R. Porter

Owner's signature

Print Name

Sworn and subscribed before me this __________ day of __________ 2022.

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2024

Notarized Signature for Clint R. Porter
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states: That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Statute Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Cir, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.398.0283 Email: ydessai@statuteinvestmentsus.com

Owner's signature

Print Name Chester R. Porter

Personally appeared before me Chester R. Porter (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this ____ day of ________________, 20 ___.

Notary Public, State of Georgia

Owner's signature

Print Name Clint R. Porter

Personally appeared before me Clint R. Porter (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 6 day of June, 20 22.

MARGARET M. DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2024

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai
Applicant/Agent Address: 118 Pipemakers Circle, Suite 100
City: Pooler State: GA Zip Code: 31326
Phone: 912.398.0280 Email: ydessai@statureinvestmentsus.com
Owner's signature: [Signature]

Print Name: Chester R. Porter

Personally appeared before me Chester R. Porter (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 18 day of March 20 22

[Signature]
Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA,

COUNTY OF EFFINGHAM

This Indenture made this 27th day of January, 2014, between CHESTER R. PORTER, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and CHESTER R. PORTER and CLINT R. PORTER, as tenants in common with survivorship, as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for and in consideration of the sum of ONE AND 00/100'S ($1.00) Dollar and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant and convey unto the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land, situate, lying and being in the 9th GM District, Effingham County, Georgia, containing 4.34 acres, more or less, being bounded on the North by property of Jesse W. Exley; on the East by property of the City of Savannah; on the South by property of Robert E. McCormick; and on the West by property of Jesse W. Exley, as shown and more particularly described on that certain plat by Paul D. Wilder, dated April 12, 1996, recorded in the office of the Clerk of superior Court of Effingham County, Georgia, in Plat Book A, slide 354C, said plat being specifically incorporated herein for any and all purposes including, specifically, for determination of the exact location of the boundaries of said property.

This being the same property conveyed to Chester R. Porter by Quitclaim Deed from Mary Porter, dated March 10, 1998, recorded in Deed Book 465, page 366, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 behoove of the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signatures]

Witness

chester porter

(Seal)

Title: Not Examined or Certified by Scrivener
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance, by virtue of a deed dated

1/20/2006

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1395, page 235

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Ashley Ron Moore

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this day of , 20

Notary Public, State of Georgia

STATE OF CALIFORNIA COUNTY OF SAN DIEGO
Subscribed and sworn to (or affirmed) before me this 22 day of May, 2022, by ASHLEY RON MOORE who is personally known to me.

This certificate is signed to the best of my knowledge and belief.

PAOLA DIAZ
Commission No. 23468647
NOTARY PUBLIC - CALIFORNIA
Commission Expires February 12, 2023

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Ashley Ron Moore, being duly sworn upon his/her oath, being of sound mind and legal age do deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Slate Investments/Yash Desai

Applicant/Agent Address: 130 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.398.0280 Email: ydesai@slateinvestmentsus.com

Owner’s signature: Ashley Ron Moore

Print Name: Ashley Ron Moore

Personally appeared before me Ashley Ron Moore (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this ______ day of ________, 20______

Notary Public, State of Georgia

STATE OF CALIFORNIA, COUNTY OF San Diego

KAI PETERSON
Commissioned 2330489
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires October 17, 2024

Rev 05052021
QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, in the year two thousand and six, between BRENDIA SHARON HODGES as party or parties of the first part, hereinafter called Grantor, and ASHLEY RON MOORE as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents doth hereby remise, convey and forever QUITCLAIM unto the said Grantee

All that certain, lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia containing 22.01 acres, more or less, and being designated as Parcel 1B, as shown on that certain plat of survey prepared by Leon A. Zipperer, Jr., registered land surveyor, dated February 16, 2002, and recorded in Plat Cabinet B, Slide 168B, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as part of this description.

Also conveyed herein is a perpetual non-exclusive easement for ingress and egress as shown on this plat of survey.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this
deed, the day and year above written.

Brenda Sharon Moore SEAL
BRENDA SHARON MOORE MOORE & SOM

Signed, sealed and delivered
in the presence of:

WITNESS

MARGARET HARGARE

TITLE NOT EXAMINED BY SCRIVENER
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Stature Investments c/o Yash Desai
Southern End of the County off Old Augusta
Pin: 477-8/9, 477A-6, 7, 8, 9, 10
Total Acres: 130.58 Acres to be rezoned: 130.58

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.
This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022

Item Description: Stature Investments as Agent for Joye Polk, Shawn T. & Laura Susan Jones, Chester R. & Clint R. Porter, Ashley Ron Moore, requests a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses. Located on Old Augusta Road, zoned AR-1, proposed zoning I-1. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce required buffers between industrial and non-industrial parcels, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant plans two warehouses: 820,800 sf and 248,000 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300’.
- Section 3.4 Buffers. Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.
- The parcels with frontage on Old Augusta Road are part of Abercorn Acres, a residential subdivision.
- Buffer reduction requested at Abercorn Acres and Abercorn Rd parcel boundaries: from 300’ to 150’, with a 20’ earthen berm in the upland areas. Wetlands areas in the buffer will be undisturbed. The impact of the buffer reduction is partly mitigated by the addition of a 20’ high earthen berm. The berm will provide visual screening, and reduce noise.
- Buffer reduction at the eastern boundary (City of Savannah Water Intake 477-10 & 11 and 486-1 State of GA): from 300’ to 25’.

Alternatives
1. Approve request for a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses, with the following conditions:
2. Deny request for a variance to reduce required buffers between industrial and non-industrial parcels.

Recommended Alternative: 1

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Variance application
2. Site plan
3. Ownership certificate
4. Aerial photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 6/13/22

Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant Email Address: YDESAI@STATUREINVESTMENTS.COM

Phone # 912-398-0280

Applicant Mailing Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: SAVANNAH State: GA Zip Code: 31322

Property Owner, if different from above: SEE ATTACHED AUTHORIZATIONS AND OWNERSHIP CERTIFICATIONS FOR OWNER INFO Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known):

Phone #

Owner's Mailing Address:

City: __________________________ State: ______ Zip Code: ______

Property Location: OLD AUGUSTA RD, SOUTH OF ABERCORN RD

Name of Development/Subdivision: N/A

Present Zoning of Property AR-1 Tax Map-Parcel Prop I-1

VARIANCE REQUESTED (provide relevant section of code): ORDINANCE SECTION 3.2

Describe why variance is needed: THE APPLICATION OF A 300' BUFFER ALONG WITH THE EXISTING EASEMENTS AND WETLANDS WITHIN THE PROPERTY REDUCES THE BUILDABLE AREA WITHIN THE OVERALL DEVELOPMENT BY GREATER THAN 50% OF THE TOTAL LOT AREA. How does request meet criteria of Section 7.1.8 (see Attachment C): THE APPLICATION OF A 300' BUFFER IN ADDITION TO THE EXISTING EASEMENTS AND WETLANDS WITHIN THE PROPERTY CREATES A SIGNIFICANT HARDSHIP IN DEVELOPING FOR A PROPOSED WAREHOUSE USE.

Applicant Signature: [Signature] Date 6/13/22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 page 446.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Shawn T. Jones

Owner's signature

Print Name Laura Susan Jones

Owner's signature

Print Name

Notarized before me this 10th day of June, 2022.

James B. Hall
Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Shawn T. Jones and Laura Susan Jones, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Yash Desai/Statute Investments

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.369.0280 Email: ydesai@statuteinvestmentsus.com

Owner's signature: 6-10-22

Print Name: Shawn T. Jones

Owner's signature

Print Name: Laura Susan Jones

Personally appeared before me Shawn T. Jones & Laura Susan Jones (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 10th day of June, 2022.

Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 15, 2020 by and between

Southland Restoration, LLC
(Hereinafter referred to as the "Grantor"), and

Shawn T. Jones and Laura Susan Jones
, as joint tenants with rights of survivorship
(Hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 9th GM District of Effingham County, Georgia, and containing 5 acres. more or less, being known and designated as Lot 10, Abercorn Acres Subdivision, as shown on the map or plat of said Subdivision recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Page 384F. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed. containing improvements thereon known as 2003 Old Augusta Rd S, Rincon, GA 31226, PIN

8477A-010,

(hereinafter referred to as the "Property")

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and enjoyment of the said Grantor forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.
IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the
day and year first above written.

Signed, sealed and delivered this 15th day of May, 2020, in the presence of:

[Signature]

Unofficial Witness

Notary Public

My Commission Expires: 5/11/2024

[NOTARIAL SEAL]

Southland Restoration, LLC

BY: Christine Durrence

Christine Durrence, as authorized signatory
SECURITY DEED

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security instrument" means this document, which is dated May 15, 2020, together with all riders to this document.
(B) "Borrower" is SHAUNT JONES and LAURA SUSAN JONES, JOINT TENANTS.

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, MI 48501-2028, tel. (888) 679-MERS.

(D) "Lender" is BankSouth Mortgage Company, LLC.

Lender is a Limited Liability Corporation, organized and existing under the laws of Georgia. Lender's address is 3250 Northside Parkway, Suite 600, Atlanta, GA 30327.

(E) "Note" means the promissory note signed by Borrower and dated May 15, 2020. The Note states that Borrower owes Lender ONE HUNDRED FORTY THOUSAND AND TWO HUNDRED FIFTY DOLLARS ($140,250.00).

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 2011 1/01
Elle Mae, Inc. Page 1 of 10
GSEDEED 041B
GSEDEED (CLS) 0515/2020 08:52 AM PST
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2009.

(F) “Property” means the property that is described below under the heading “Transfer of Rights in the Property.”

(G) “Loan” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(h) “Riders” means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- Blended Payment Rider
- Condominium Rider
- Planned Unit Development Rider
- Second Home Rider
- 1-4 Family Rider
- V.A. Rider
- Other Rider (specify)

Waiver of Borrower’s Rights Rider; Manufactured Home Rider; Manufactured Home Affidavit of Affirmation

(i) “Applicable Law” means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(j) “Community Association Dues, Fees, and Assessments” means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(k) “Electronically Delivered Transfer” means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(l) “Escrow Items” means those items that are described in Section 6.

(m) “Escrow Items” means those items that are described in Section 5.

(n) “Escrow Items” means those items that are described in Section 4.

(o) “Escrow Items” means those items that are described in Section 3.

(p) “Escrow Items” means those items that are described in Section 2.

(q) “Escrow Items” means those items that are described in Section 1.

(r) “Escrow Items” means those items that are described in Section 0.

(s) “Escrow Items” means those items that are described in Section 9.

(t) “Escrow Items” means those items that are described in Section 8.

(u) “Escrow Items” means those items that are described in Section 7.

(v) “Escrow Items” means those items that are described in Section 6.

(w) “Escrow Items” means those items that are described in Section 5.

(x) “Escrow Items” means those items that are described in Section 4.

(y) “Escrow Items” means those items that are described in Section 3.

(z) “Escrow Items” means those items that are described in Section 2.

(aa) “Escrow Items” means those items that are described in Section 1.

(bb) “Escrow Items” means those items that are described in Section 0.

(cc) “Escrow Items” means those items that are described in Section 9.

(dd) “Escrow Items” means those items that are described in Section 8.

(ee) “Escrow Items” means those items that are described in Section 7.

(ff) “Escrow Items” means those items that are described in Section 6.

(gg) “Escrow Items” means those items that are described in Section 5.

(hh) “Escrow Items” means those items that are described in Section 4.

(ii) “Escrow Items” means those items that are described in Section 3.

(jj) “Escrow Items” means those items that are described in Section 2.

(kk) “Escrow Items” means those items that are described in Section 1.

(ll) “Escrow Items” means those items that are described in Section 0.

(mm) “Escrow Items” means those items that are described in Section 9.

(nn) “Escrow Items” means those items that are described in Section 8.

(oo) “Escrow Items” means those items that are described in Section 7.

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(ooo) “Escrow Items” means those items that are described in Section 1.

(ppp) “Escrow Items” means those items that are described in Section 0.

(qqq) “Escrow Items” means those items that are described in Section 9.

(rrr) “Escrow Items” means those items that are described in Section 8.

(sss) “Escrow Items” means those items that are described in Section 7.

(tt) “Successor in Interest of Borrower” means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (1) the repayment of the Loan, and all provisions, extensions and modifications of the Note; and (2) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successor and assigns of MERS, with power of sale, the following described property located in the County

of EFFINGHAM

[Name of Recording Jurisdiction].

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS “EXHIBIT A.”
which currently has the address of 2003 OLD AUGUSTA RD S, RINCON, Georgia 31339

("Property Address");

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey and assign the Property and that the Property is unencumbered, except as of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If Borrower fails to instruct Lender to apply such funds, Lender may apply the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and third to reduce the principal balance of the Note.

If, Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments in, and to the extent that each payment can be paid in full, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Notice to Borrower. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) real estate taxes or ground rents on the Property, if any; (c) premiums for any and all insurance required by Section 12; and (d) Mortgage Insurance premiums, if any; or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

6/19/2002

on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 842

page 427.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Joye Polk

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Joye Polk, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any condition, if the application is approved.

Name of Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI
Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100
City: POOLER State: GA Zip Code: 31322
Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner's signature: Joye Polk
Print Name: Joye Polk

Personally appeared before me Joye Polk (Owner print)
Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.
Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman
Notary Public, State of Georgia
RETURN TO: Lloyd D. Murray  
P.O. Box 1569  
Richmond Hill, GA 31324  

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid  
Date  
Signed  
Cashier of Superior Court  

STATE OF GEORGIA  
COUNTY OF BRYAN  

WARRANTY DEED  

THIS INDENTURE, Made this 19th day of June, in the year of our Lord Two Thousand and Two, between SATISFACTION & SERVICE HOUSING, INC. of the County of Chatham, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and JOYE POLK of the County of Chatham, and State of Georgia, as party or parties of the second part; hereinafter called Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor's interest in and to the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known and designated as Lot 6, containing 5.0 acres, more or less, Abercorn Acres Subdivision, as shown on that certain map or plat made by Paul D. Wilder, R.L.S. No. 1559, dated June 19, 1997, recorded in Plat Cabinet A, slide 394-F, in the records of the Clerk of Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

SUBJECT to all valid reservations, restrictions, easements, and rights of way of record.

TOGETHER with all improvements located thereon.

TO HAVE AND TO HOLD, The said tract or parcel of land, 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 the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.
IN WITNESS WHEREOF the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered on the 19th day of June, 2000, in the presence of:

[Signatures]

Witness
Notary Public
My Commission expires: July 15, 2003

SATISFACTION & SERVICE HOUSING, INC.
BY: [Signature] (SEAL)
ELLIS A. SKINNER, II
DEED TO SECURE DEBT
AND
SECURITY AGREEMENT

GEORGIA COUNTY OF BRYAN

THIS INDENTURE, made this 19th day of June 2002, between JOYE POLK
of the State of Georgia
and the County of Chatham Grantor, and INTERSTATE MORTGAGES, INC.
P. O. Box 489, Springfield, Georgia 31329

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of One Hundred Fourteen Thousand
Seven Hundred Fifty and 00/100 Dollars ($114,750.00) in lawful money of the United Stat
and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Grantor to Granti
bearing even date herewith, with first payment due on August 15, 2002 on the Note, by reference, being made a part hera

NOW, THEREFORE, in consideration of the premises and of the sum hereinafter set forth, Grantor has granted, bargained
sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the following property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO
FOR A COMPLETE DESCRIPTION OF
THE PROPERTY HEREIN CONVEYED.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property heretablen

described, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and oth

emoluments now or hereafter on said property or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereto belonging or in an
wise appertaining, and the reversions, remainders and reversionary rents and issues and profits thereof; and also all the sta
right, title interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, appurtenances, equipment, fixtures, fittings, fixtures, whether actually or constructively attached to said

property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever
(hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or
usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor, including
but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, inchirishing and power
equipment; engines; pumps; pumps; tanks; motors; coolers; switch-boards; plumbing, lifting, clearing, fire prevention, fire extinguishing,
refrigerating, ventilating and communications apparatus; boilers; ranges; furnaces; oil burners or units thereon; appliances; air
-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; sashings; screens; storm doors and windows; stoves;
wall bowls; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings
in commercial, institutional and industrial buildings, together with all building materials and equipment now or hereafter delivered to the
premises and intended to be installed therein; together with all additions thereto and replacements thereof (grantor hereby agreeing
with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested.
by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing; and

TOGETHER with any and all rents which are now due or may hereafter become due because of the reasons, leasing and

blastment of property improvements thereon and Equipment; and

TOGETHER with any and all rents or payments, including interest thereon, and the right to receive the same, as a result of

(a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street or (c) any other injury to, taking of, or

decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of its execution by

such award or payment by Grantee and of the reasonable attorney’s fees, costs and disbursements incurred by Grantee in connection

with the collection of such award or payment.

YOU HAVE AND HOLD all the aforesaid property rights, contract rights, Equitable claims (all of which are collectively

referred to herein as the “Premises”), together with all right, title and interest of the Grantee in the benefit and burden of the Premises, however, IN FEE SIMPLE.

Grantee warrants that Grantee has good title to the Premises and is lawfully selected and possessed of the Premises and every

part thereof, and has the right to convey same, that the Premises are unencumbered except as may be herein expressly provided and that

Grantee will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whosoever.

This instrument is a deed and security agreement paying legal title pursuant to the laws of the State of Georgia governing

loan or security deed and security agreements and is not a mortgage, and is made and intended to secure the payment of the Indebtedness. Only the security interest as provided for herein under the terms thereof, together with any and all other

indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred, including advances by Grantee

or any transfers or Grantee for the purpose of paying taxes or premiums on insurance on the premises or to improve the

Premises, shall inure to the benefit and burden of the Grantee; and shall be at the time the owner of the Premises, and all renewals or renewals and extensions of the Note or other Indebtedness, either in whole or in part (all or which are collectively referred to herein as the “Secured

Indebtedness”).

1. Grantee shall pay to Grantee the Secured Indebtedness with Interest thereon as in the Note and this deed provided.

2. Grantee shall pay, when due and payable, (e) all taxes, assessments, general or special, and other charges levied

on, assessed, placed or made against the Premises, this Instrument or the Secured Indebtedness or any interest of the Grantee in

the Premises or the obligations secured hereby, (b) premiums on policies of fire and other hazards insurance covering the

Premises, (c) premiums on any policies of life insurance, (d) premiums on all collateral pledged life insurance policies, if any; (f)

premiums for mortgage insurance, if any, which may be required or maintained out of the proceeds hereof, (g) any assessments

against the Premises or the security herein described, whether due before or after the date of this deed, (h) any and all taxes

on or against the Premises, (i) any and all taxes, assessments, general or special, and other charges levied on, assessed, placed

or made against the Premises, this Instrument or the security herein described, whether due before or after the date of this deed,

and (j) any and all taxes, assessments, general or special, and other charges levied on, assessed, placed or made against the

Premises, this Instrument or the security herein described, whether due before or after the date of this deed, and (k) any and all

taxes, assessments, general or special, and other charges levied on, assessed, placed or made against the Premises, this Instrument or the security herein described, whether due before or after the date of this deed.

The excess amount advanced shall become part of the Indebtedness and bear interest at the rate of

percent per annum from date of advance, and Grantee may apply credits held by it for the above charges, or any part thereof, on

amount of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the

amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the

secured Indebtedness at the time of any transfer of the Premises shall, without assignment thereof, be in the amount of the

secured Indebtedness, or the amount of any unused credit shall be paid over to the person entitled to receive it.

3. (a) Grantee shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning,

windstorm, hail, explosion, riot, civil commotion, aircraft, vessels and smoke and such other hazards as Grantee may from time to time require, all of which insurance shall be in amounts approved by Grantee not exceeding 100% of full insurable value; all insurance herein provided for shall be in form and companies approved by Grantee; and, regardless of the types or amounts of insurance required and approved by Grantee, Grantee shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured

Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without

contribution by Grantor, pursuant to the New York Standard or other mortgage clause satisfactory to Grantee. If Grantee, by reason

of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by

Grantee toward payment of the Secured Indebtedness, or may be paid over, wholly or in part, to Grantee for the repair or replacement of

the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see

to the proper application of any amount paid over to Grantee; (b) Not less than 10 days prior to the expiration date of each policy of

insurance required of Grantor pursuant to this Article, and of each policy of insurance held as security for the Secured

Indebtedness, Grantee shall deliver to Grantee a renewal policy or policies marked “premium paid” or accompanied by other evidence

of payment satisfactory to Grantee and (c) In the event of a foreclosure of this deed, the purchaser in the Premises shall succeed to all

the rights of Grantee, including any right to unearned premiums, and shall all policies of insurance as assigned and delivered to Grantee.

with respect to all the rights of Grantee, and shall not have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted, except for the purpose of

4. Grantee shall redeem and pay the same in full. This Article shall apply to all premises, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reconfirm, to correct and to perfect

the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be

secured thereby. The person or government entity to which or, if acquired subsequent to the date of this deed and extensions or

modifications thereto, Grantee, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to
Grantee of any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness a whether or not any offsets or defenses exist against the Secured Indebtedness, within 5 days in case the request is made personal or within 10 days of the date of such request in case the request is made by mail.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain alteration of the grade or any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the reduction in the amount of interest by Grantor of any interest in any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantor, be retained and applied by Grantor toward payment of the Secured Indebtedness, or be paid over, who or in part, to Grantor for the purpose of remedying, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or to any person or entity to which the Secured Indebtedness is assigned, and Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt of the amount from the sale or foreclosure as a result of a Deed of Trust, Grantor shall have the right to receive said award or payment to the extent of any deficiency found to be due upon said sale, with legal interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees and disbursements incurred by Grantor in connection with the collection of such award or payment.

7. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once per month, (a) a statement in such reasonable detail as Grantee may request, certified by the Grantor or the executive officer of a corporate Grantor, of the lessee relating to the Premises, and (b) a statement in such reasonable detail as Grantor may request, certified by the Grantor or an executive officer of the Grantor, of the income from and expenses of any one or more of the following: (i) the conduct of any business on the Premises, (ii) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to giving such notice, and on demand, Grantor shall furnish to Grantee executed counterparts of any such leases and convey facilities for the audit and verification of any such statement.

8. Each of the following events shall constitute an "Event of Default" under this deed: (i) should Grantor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty representation or warranty of any instrument, transfer certificate, statement, conveyance, loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, diminished or otherwise altered in any material respect; (iv) should any federal tax lien, or claim for labor or material be filed of record against the Grantor or the Premises and not be removed by payment or bond within 30 days from date recording; (v) should any claim, or assignment of any part of the Premises be filed of record by the said Grantor or any other person; (vi) should any financial document be recorded or filed or otherwise be filed or recorded; (vii) should the Premises be subject to any lien, security interest or other encumbrance, or be otherwise subject to any mortgage, deed of trust, or any other instrument, or (viii) should any agreement, lease or other instrument or agreement, or (ix) should any event occur under any instrument, deed or agreement, given or made by Grantor or to or with a third party, which would authorize the acceleration of any debt to any such third party, the acceleration of which would materially affect Grantor’s ability to pay when due any amounts owed to Grantee.

9. If an Event of Default occurs and remains uncured, Grantee may do any one or more of the following: (i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent and the Premises and the same, either in its own name, or in the name of Grantor, and receive the rents, incomes and profits of the Premises and apply the same, after payment of all necessary charges and expenses, as account of the Secured Indebtedness and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor’s lessee interest in any lease or leases affected by the event or any part of the Premises; (ii) pay any sums in any form or manner deemed expedient by Grantor to protect the interest of the Secured Indebtedness or any part thereof, and shall cause all sums so paid, and the interest thereon from the date of such payment at the rate of NOTE RATE percent per annum, shall be added and become a part of the Secured Indebtedness and be immediately due and payable to Grantor; and Grantee shall be subrogated to all such rights as to any new owner, lien, claim or demand, and shall have the same rights and remedies as the Grantor before the happening of such event and all such rights and remedies shall be cumulative and in addition to any other rights or remedies that may be had by reason of the Secured Indebtedness. (iii) claim to and take possession of the Premises; (iv) should Grantor fail to keep, observe, perform, carry out and execute in every particular all covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of the following Instruments given in respect to the Secured Indebtedness; (v) security for the benefit of Grantor or of the Premises to be assigned, or to any petition for the bankruptcy, reorganization or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Grantor be adjudicated as bankrupt or insolvent, or should Grantor in a proceeding admit its insolvency or inability to pay its debts as they fell due or should Grantor, if a corporation, be liquidated, dissolved or liquidated, or, if a Partnership or business association, be dissolved or partitions or, if a trust, be terminated or expired; (vii) should Grantor fail to keep, observe, perform, carry out and execute in every particular all covenants, agreements, obligations and conditions set out in this deed, or in the Note, in any of the following Instruments given in respect to the Secured Indebtedness; (vii) should Grantor fail to keep, observe, perform, carry out and execute in every particular all covenants, agreements, obligations and conditions set out in this deed, or in the Note, in any of the following Instruments given in respect to the Secured Indebtedness.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 page 446.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Shawn T. Jones

Owner's signature

Print Name Laura Susan Jones

Owner's signature

Print Name

Notarized and acknowledged before me this 10th day of June, 2022.

James Hall
Public, State of Georgia

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/20/2006, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 1395 page 235

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature ____________________________

Print Name ____________________________

Owner's signature ____________________________

Print Name ____________________________

Owner's signature ____________________________

Print Name ____________________________

Swoen and subscribed before me this __________ day of __________, 20 ________.  

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Ashley Ron Moore, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 130 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.396.0280 Email: ydesai@statureinvestmentsus.com

Owner’s signature: ____________________________

Print Name: Ashley Ron Moore

Personally appeared before me Ashley Ron Moore (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief:

Sworn and subscribed before me this ______ day of ________, 20______

Notary Public, State of Georgia

STATE OF CALIFORNIA, COUNTY OF San Diego

Kai Peterson
Commission No. 2286848S
Commission Expires October 31, 2024

Rev 05/05/2021
QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, in the year two thousand and six, between BRENDA SHARON HODGES as party or parties of the first part, hereinafter called Grantor, and ASHLEY RON MOORE as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee

All that certain, lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia containing 22.01 acres, more or less, and being designated as Parcel -1B, as shown on that certain plat of survey prepared by Leon A. Zipperer, Jr., registered land surveyor, dated February 16, 2002, and recorded in Plat Cabinet B, Slide 168B, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as part of this description.

Also conveyed herein is a perpetual non-exclusive easement for ingress and egress as shown on this plat of survey.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this
deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

TITLE NOT EXAMINED BY SCRIVENER
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

1/24/2014

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature

Print Name Chester R. Porter

Owner's signature

Print Name Clint R. Porter

Owner's signature

Print Name

Sworn and subscribed before me this 6 day of June 2022

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires
January 27, 2024

Notarized Signature for Clint R. Porter only

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai
Applicant/Agent Address: 118 Pipemakers Cirl, Suite 100
City: Pooler State: GA Zip Code: 31322
Phone: 912.398.0283 Email: ydesai@statureinvestmentsus.com

Owner's signature________________________

Print Name Chester R. Porter

Personally appeared before me ___________________________ (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this ______ day of ___________ 20 ________.

Notary Public, State of Georgia

Owner's signature __________________________

Print Name Clint R. Porter

Personally appeared before me ___________________________ (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this ______ day of ___________ 20 ________.

MARGARET M. DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2020

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature ____________________________
Print Name Chester R. Porter

Owner’s signature ____________________________
Print Name Clint R. Porter

Joann R. Hughes
NOTARY PUBLIC
Bryan County
State of Georgia
Comm. Expires August 16, 2022

Sworn and subscribed before me this 18 day of March 2022.

Joann R. Hughes
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Chester R. Porter & Clint R. Porter, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states: That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31326

Phone: 912.398.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature: [Signature]

Print Name: Chester R. Porter

Personally appeared before me Chester R. Porter (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 18 day of March, 2022

[Signature]

Notary Public, State of Georgia

Rev 05052021
DEED OF GIFT

STATE OF GEORGIA,

COUNTY OF EFFINGHAM

This Indenture made this 24th day of January 2014, between CHESTER R. PORTER, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and CHESTER R. PORTER and CLINT R. PORTER, as tenants in common with survivorship, as parties of the second part, hereinafter called Grantees (the words “Grantor” and “Grantees” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND 00/100'S ($1.00) Dollar and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant and convey unto the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land, situate, lying and being in the 9th GM District, Effingham County, Georgia, containing 84.34 acres, more or less, being bounded on the North by property of Jesse W. Exley; on the East by property of the City of Savannah; on the South by property of Robert E. McCormick; and on the West by property of Jesse W. Exley, as shown and more particularly described on that certain plat by Paul D. Wilder, dated April 12, 1996, recorded in the office of the Clerk of superior Court of Effingham County, Georgia, in Plat Book A, slide 354C, said plat being specifically incorporated herein for any and all purposes including, specifically, for determination of the exact location of the boundaries of said property.

This being the same property conveyed to Chester R. Porter by Quitclaim Deed from Mary Porter, dated March 10, 1998, recorded in Deed Book 465, page 366, aforesaid records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 behoove of the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:

Notary Public

My commission expires:

Title not examined or certified by scrivener.