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>
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<tr>
<td>II. Invocation</td>
<td></td>
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<tr>
<td>III. Pledge to the Flag</td>
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<tr>
<td>IV. Agenda Approval</td>
<td>Consideration to approve the agenda</td>
<td></td>
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<tr>
<td>V. Minutes</td>
<td>Approval of the July 18, 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>Tammy Y. Green as Agent for James F. Moore requests to rezone 1.62 of 17.91 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 390 South Laurel Circle. (First District) [Map# 303 Parcel# 12]</td>
<td>APPROVED</td>
<td></td>
</tr>
<tr>
<td>02 Public Hearing</td>
<td>Melinda Moser requests to rezone 2 of 30 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 4208 Courthouse Road. (First District) [Map# 324 Parcel# 59]</td>
<td>APPROVED</td>
<td></td>
</tr>
<tr>
<td>03 Public Hearing</td>
<td>Israel Daniel Paez request to rezone .97 acres from AR-2 to AR-1 to allow for a combination of parcels. Located on Floyd Avenue. (Third District) [Map# 296 Parcel# 16]</td>
<td>APPROVED</td>
<td></td>
</tr>
<tr>
<td>04 Public Hearing</td>
<td>Colby &amp; Carol Stone request to rezone 1 of 75.45 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 2414 Corinth Church Road. (Third District) [Map# 336 Parcel# 16]</td>
<td>APPROVED</td>
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<td></td>
<td>Public Hearing</td>
<td>Decision</td>
<td></td>
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<tr>
<td>05</td>
<td><strong>Public Hearing</strong> Brooke Graham requests a variance to reduce the 150’ of frontage required for an AR-1 parcel. Located at 310 Kieffer Hill Road, zoned AR-1. <em>(Third District)</em> [Map# 387 Parcels# 10 &amp; 11]</td>
<td>APPROVED</td>
<td></td>
</tr>
<tr>
<td>06</td>
<td><strong>Public Hearing</strong> Guy &amp; Roberta Tremblay requests to rezone 5 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1447 Ebenezer Road. <em>(Fifth District)</em> [Map# 460B Parcel# 1]</td>
<td>APPROVED (with stipulations)</td>
<td></td>
</tr>
<tr>
<td>07</td>
<td><strong>Public Hearing</strong> Melissa Dufford requests a conditional use for a residential business. Located at 2165 Highway 17 South, zoned AR-1. <em>(First District)</em> [Map# 297B Parcel# 33]</td>
<td>APPROVED</td>
<td></td>
</tr>
<tr>
<td>08</td>
<td><strong>Public Hearing</strong> Krystle Jewell requests a conditional use for a residential business. Located at 539 Central Avenue, zoned AR-1. <em>(First District)</em> [Map# 330A Parcel# 14D]</td>
<td>APPROVED</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td><strong>Public Hearing</strong> Tony Sunderhaus requests approval for a pond less than one acre in size. Located at 617 Nease Road, zoned AR-2. <em>(Second District)</em> [Map# 375 Parcel# 35B01]</td>
<td>APPROVED</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>Public Hearing</strong> Amber Edenfield requests a conditional use to allow for a daycare. Located at 521 Adelante Lane, zoned R-1. <em>(Fourth District)</em> [Map# 348A Parcel# 96]</td>
<td>DENIED</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Public Hearing</strong> Cindy Howze as Agent for Ansgarhay, LLC requests to rezone 72.15 acres from AR-1 to I-1, to allow for future industrial use. Located at 108 Godley Road. <em>(Fist &amp; Second Districts)</em> [Map# 419 Parcel# 1A]</td>
<td>DENIED 4-1</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td><strong>Public Hearing</strong> Cindy Howze as Agent for Mary E. Igou et al. requests to rezone 60.43 acres from AR-1 to I-1, for future industrial use. Located on Old Augusta Road and Abercorn Road <em>(Fifth District)</em> [Map# 477 Parcels# 5,6,7 Map# 477A Parcels# 2,3,4,5]</td>
<td>POSTPONED</td>
<td></td>
</tr>
</tbody>
</table>

**VIII. Adjournment** 7:28PM
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022
Item Description: Tammy Y. Green as Agent for James F. Moore requests to rezone 1.16 of 17.91 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 390 South Laurel Circle. Map# 303 Parcel# 12

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1.16 of 17.91 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 1.16-acre home site for a family member.
• 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 1.16 of 17.91 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 1.16 of 17.91 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  3. Plat
                  2. Ownership certificate/authorization  5. Deed
                  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 Tammy Y. Green as Agent for James F. Moore – (Map # 303 Parcel # 12) 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: 7-5-22

Applicant/Agent: Tammy Y. Green

Applicant Email Address: tamtom1011e.tg@gmail.com

Phone #: 912-657-7944

Applicant Mailing Address: P.O. Box 280

City: Eden State: GA Zip Code: 31307

Property Owner, if different from above: James F. Moore

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known):

Phone #: 912-748-5167

Owner’s Mailing Address: P.O. Box 280

City: Eden State: GA Zip Code: 31307

Property Location: 390 South Laurel Circle

Proposed Road Access: South Laurel Circle

Present Zoning of Property: AR1 Proposed Zoning: AR2

Tax Map-Parcel #: 303-12 Total Acres: 17.91 Acres to be Rezoned: 1

Lot Characteristics: Residential/Pasture

WATER

✓ Private Well

Public Water System

SEWER

✓ Private Septic System

Public Sewer System

If public, name of supplier: __________________________

Justification for Rezoning Amendment: proposed lot smaller than 5 acres

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.
   Pasture

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.
   Residence

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?
   No change to 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: 7-5-22
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 12/28/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 779 page 785.

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 5th day of July, 20 aa.

Notary Public, State of Georgia
AUTHORIZED OF PROPERTY OWNER

I, [James F. 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: [Tammy Y. Green]
Applicant/Agent Address: [PO Box 230]
City: [Eden] State: [GA] Zip Code: [31307]
Phone: [912 - 748 - 5107] Email: ________________________________

Owner's signature: [James F. Moore]
Print Name: [James F. Moore]

Personally appeared before me [James F. 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 [5th] day of [July], 20 [20__].

[Signature]
Notary Public, State of Georgia
SECURITY DEED

THIS Deed is made on 12/28/2020, between the Grantor:

JAMES F MOORE

(herein "Borrower"), and the Grantee, Georgia Heritage Federal Credit Union, a corporation organized and existing under the laws of Georgia, whose address is 1085 W. Lathrop Ave, Savannah, GA 31415 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. $18,000.00, which indebtedness is evidenced by Borrower’s note dated 12/28/2020 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1/15/2027;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed to Secure Debt; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender’s successors and assigns, with power of sale, the following described property located in the County of EFFINGHAM, State of Georgia:
which has the address of 380 S. LAUREL CIRCLE

(Street)

EDEN, Georgia 31307 (herein "Property Address");

(City) (Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Deed; and all of the foregoing, together with said property (or the leasehold estate if this Deed is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior security deed, mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.
Upon payment in full of all sums secured by this Deed, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Deeds to Secure Debt; Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any security deed, mortgage, deed of trust or other security agreement with a lien which has priority over this Deed, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Deed, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any security deed, mortgage, deed of trust or other security agreement with a lien which has priority over this Deed.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed is on a leasehold. If this Deed is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any security deed, mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original
Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed, but does not execute the Note, (a) is co-signing this Deed only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Deed, (b) is not personally liable on the Note or under this Deed, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed or the Note without that Borrower's consent and without releasing that Borrower or modifying this Deed as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed shall be deemed to have been given to Borrower or Lender when given in the manner designated therein.

13. Governing Law; Severability. The state and local laws applicable to this Deed shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed. In the event that any provision or clause of this Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed at the time of execution or after recitation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Deed. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Deed.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Deed. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Deed without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed, including the covenants to pay when due any sums secured by this Deed, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed to be immediately due and
payable without further demand and may invoke the power of sale herein granted (and Borrower hereby appoints Lender the agent and attorney-in-fact for Borrower to exercise said power of sale) and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof and shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Lender may determine. Lender or Lender's designee may purchase the Property at any sale.

Lender shall deliver to the purchaser Lender's deed to the Property in fee simple and Borrower hereby appoints Lender, Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. The power and agency hereby granted are coupled with the interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of said indebtedness as provided by law.

If the Property is sold pursuant to this paragraph 17, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed or (ii) entry of a judgment enforcing this Deed if: (a) Borrower pays Lender all sums which would be then due under this Deed and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Deed, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed shall continue unimpaired. Upon such payment and cure by Borrower, this Deed and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed, Lender shall cancel this Deed without charge to Borrower. Borrower shall pay all costs of recordation, if any.


22. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Deed and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

23. Deed to Secure Debt. This conveyance is to be construed under the existing laws of the State of Georgia as a security deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.
REQUEST FOR NOTICE OF DEFAULT AND
FORECLOSURE UNDER SUPERIOR SECURITY DEEDS,
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any security deed, mortgage, deed of trust or other
encumbrance with a lien which has priority over this Security Deed to give Notice to Lender, at Lender's
address set forth on page one of this Security Deed, of any default under the superior encumbrance and
of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed and sealed this Deed.

Signed, sealed and delivered in the presence of:

X
Latrice Wright
Witness

X
James F Moore
Borrower

X
Witness

X
Borrower

X
Witness

X
Borrower

X
Witness

X
Borrower

Georgia Heritage FCU
Loan Originator Organization
Cathy Pompei
Loan Originator

Kimbly Keen
Notary Signature
Notary Public, Chatham County, Georgia

NOTARY PUBLIC
Chatham County, GEORGIA
My Comm, Expires 03/15/2021
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE
1559TH G. M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, CONSISTING OF
17.91 ACRES AND BEING DESIGNATED AS PARCEL ONE (1) ON A MAP OR PLAT
PREPARED BY LAMAR REDDICK, SURVEYOR, DATED NOVEMBER 15, 1983 AND
RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF
EFFINGHAM COUNTY, GEORGIA, IN PLAT RECORD BOOK 13, PAGE 207, TO
WHICH EXPRESS REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR
DESCRIPTION.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL,
GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

PARCEL ID(S): 03030012

BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM PROGRESSIVE
PROPERTIES TO JAMES F. MOORE, DATED 04/06/1984, AND RECORDED ON
04/16/1984 AT DOCUMENT REFERENCE 217/432 IN EFFINGHAM COUNTY,
GEORGIA.
Survey of four (4) parcels of land in
1539 W. G.M.D. Effingham County,
Georgia and being a portion of
the Dawes Mining Co. property.
Survey for: Libson Industries

Date: Nov 15, 1985

A35-C

Graphic Scale

LARKIN D. NEDOCK & ASSOCIATES
LAND SURVEYORS
239 South Main Street
Statesboro, Georgia
No. 790-6214

TOTAL STATION: SPERRY TAC
NAR 2103

Parcel No: 1
17.91 Acres

Parcel No: 2
35.84 Acres

Parcel No: 3
35.83 Acres

Formerly Dawes Mining Co.
Now Libson Industries

Parcel No: 4
5.00 Acres

Formerly Dawes Mining Co.
Now Libson Industries

280'
NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 303-0012 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR:

ZONING ADMINISTRATOR DATE

MINOR SUBDIVISION

PARCEL 1

03030012
JAMES F MOORE
16.75 ACRES REMAINING

PARCEL 2

03030013A002
JEFFREY FARMER

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) MAP OF 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X", OUTSIDE THE 500 YEAR FLOODPLAIN.

LEGEND:
RF ½" REBAR FOUND
NFS ¾" REBAR SET
PL PROPERTY LINE
CMF CONC MON FOUND
N/F NOW OR FORMERLY
PP POWER POLE
EQUIP. USED TOTAL STATION
TOPCON 303
ERROR OF CLOSURE 1/2"-4000 PLAT NOT ADJUSTED

A DOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 31796
P. O. BOX 219
S. LAUREL CR

SURVEYORS CERTIFICATION

14 As required by subsection 14 of SB 241, any plot that has been prepared by a land surveyor and approved by the Board of Registration for Lands Surveyors and Appraisers, shall bear the signature of the land surveyor who prepared the plot. The certificate of the land surveyor shall be set forth in the records and registers of the Georgia Board of Registration for Professional Engineers and Land Surveyors and be set forth in the records of the Board of Registration for lands surveyors and appraisers.

A FAMILY SURVEY FOR
TAMMY GREEN
SURVEY OF 1.16 ACRES
DIVIDED FROM A 17.91 ACRE TRACT (03030012) LANDS OF JAMES F MOORE
LOCATED IN THE 155TH, G.M.D., EFFINGHAM COUNTY, GEORGIA
SURVEYED 26 JUNE 2022
PLAT DRAWN 28 JUNE 2022

SCALE: 1" = 200'

0' 200' 400'

TORN DSN JUNE 2022
Staff Report

Subject: Rezoning (First District)

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: August 15, 2022

Item Description: Melinda Moser requests to rezone 2 of 30 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 4208 Courthouse Road. Map# 324 Parcel# 59

Summary Recommendation

Staff has reviewed the application, and recommends approval of the request to rezone 2 of 30 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 30-acre parcel to create a 2-acre home site.

- 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 of acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the 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 of 30 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. Aerial photograph  
5. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6/28/22

Applicant/Agent: melinda V. Moser

Applicant Email Address: 

Phone #: 912-414-7223

Applicant Mailing Address: 4208 Courthouse Rd.

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: 4208 Courthouse Road, Guyton

Proposed Road Access: Courthouse Road


Tax Map-Parcel # 324-59 Total Acres: #30 Acres to be Rezoned: 2

Lot Characteristics: 

WATER

✓ Private Well

✓ Private Septic System

✓ Public Water System

Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: 

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 R-1

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

   homesite

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.

   homesite

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?

   nothing changes, it's staying 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: **Melinda V. Moore**  Date **6-28-22**
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

June 25, 2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2502 page 849.

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 28 day of June, 2022.

Chelsie Fernald
Notary Public, State of Georgia
CONSOLIDATION DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the _25 th_ day of June, 2019, between MEILINDA V. MOSER of the FIRST PART, and MELINDA V. MOSER of the SECOND PART,

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, remise, release, and forever QUITE 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 10th G.M. District of Effingham County, Georgia, containing Twenty-Nine and Ninety-Six Hundredths (29.96) acres, more or less, as shown on the plat thereof hereinafter referred to; Said parcel of land being irregular in shape and being bounded on the Northeast by lands now or formerly of Richard Ulmer; on the Southeast by lands now or formerly of AE Savannah Properties, LLC; on the South-Southeast by the right-of-way of Court House Road; on the Southwest by lands now or formerly of Parr, et al. and on the Northwest by lands now or formerly of Luvern Vandiver.

Express reference is hereby made to the plat of said lands made by Adolph N. Michels, R.L.S. #1323, dated September 24, 2018 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 28, Page 406 for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by deed from Luvern M. Vandiver to Melinda V. Moser dated June 14, 1994 and recorded in said Clerk's Office in Deed Book 351, Page 157 and by deed of assent from Margaret Yvonne Hawkins and Marvin K. Vandiver as Executor of the Last Will and Testament of Luvern M. Vandiver, deceased, to Melinda V. Moser dated December 17, 2018 and recorded in said Clerk's Office in Deed Book 2502, Page 849.

The purpose of this deed is to combine said properties into one parcel of land as shown on said plat above referred to.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said described real estate to the said SECOND PARTY so that neither the FIRST PARTY nor her 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.

Melinda V. Moser ____________________________ (SEAL)
MELINDA V. MOSER

Signed, sealed and delivered
In the presence of:

J. Lincoln C. Ollett
Unofficial Witness

Lyndsay P. Burns
Official Witness - Notary Public
NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA. REFERENCE THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/18/2015. THIS PROPERTY IS LOCATED IN "ZONE X" OUTSIDE THE 500 YEAR FLOODPLAIN.

NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF A PORTION OF MAP & PARCEL 324-60 WITH MAP & PARCEL 324-59 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

SURVEY FOR
LUVERN VANDIVER EST.
SURVEY OF 10.0 ACRES COMBINED WITH THE LANDS OF MELINDA V. MOSER
LOCATED IN THE 10TH G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 24 SEPT 2018
PLAT DRAWN 26 SEPT 2018
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022
Item Description: Israel Daniel Paez request to rezone .97 acres from AR-2 to AR-1 to allow for a combination of parcels. Located on Floyd Avenue. Map# 296 Parcel# 16

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone .97 acres from AR-2 to AR-1 to allow for a combination of 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to combine the .97 acres with an adjacent 14.4-acre, AR-1 parcel (296-17).
- The combination will be for tax purposes, and is additionally advantageous because it will create frontage for the parcel with which the .97 acres is to be combined.

Alternatives
1. Approve the request to rezone .97 acres from AR-2 to AR-1, with the following conditions:
   1. The newly created lot shall meet the requirements of the AR-1 zoning district.
   2. A recombination plat must be approved by Development Services and be recorded, before the rezoning can take effect.

2. Deny the request to rezone .97 acres from AR-2 to AR-1.

Recommended Alternative: 1

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 7/6/22

Applicant/Agent: Israel Daniel Park

Applicant Email Address: danny@autoperefectioncollison.com

Phone #: (912) 844-3366

Applicant Mailing Address: 610 Floyd Ave

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: 610 Floyd Ave

Proposed Road Access: Floyd Ave


Tax Map-Parcel #: 296-116 Total Acres: .97 Acres to be Rezoned: .97

Lot Characteristics: Vacant

WATER

✓ Private Well

☐ Public Water System

SEWER

☐ Private Septic System

☐ Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: Combination with 296-17 for CIVA, zoning must be compatible.

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?

Yes

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

Combine with adjacent lot.

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

Ag-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?

No change to 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: 7/6/22
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 8/17/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2019, page 510-520.

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 July, 2020.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 01132022
SECURITY DEED

MIN: 100319283200401830

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 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 AUGUST 17, 2020, together with all Riders to this document.

(B) "Borrower" is Israel Daniel Paez a married person Monica Dolores Paez husband and wife

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 RENASANT BANK

Lender is a MISSISSIPPI CORPORATION and existing under the laws of MISSISSIPPI

Lender’s address is 2001 PARK PLACE NORTH, STE 150, BIRMINGHAM, ALABAMA 35203.

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 17, 2020.

The Note states that Borrower owes Lender FIVE HUNDRED TEN THOUSAND AND 00/100 Dollars (U.S. $ 510,000.00) plus interest.
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than
SEPTEMBER 1, 2050

(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
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] Acknowledgment Waiver Rider

(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 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 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 hereby grant and convey to MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of Effingham:

[Type of Recording Jurisdiction]  [Name of Recording Jurisdiction]

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

which currently has the address of

610 Floyd Avenue
[Street]

Guyton, Georgia 31312  ["Property Address"]: [Zip Code]

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 seised 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.

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. 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. Funds for Escrow Items. 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) 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 dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay 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 in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period at Lender may require. Borrower’s obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section
15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including lender, if lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold rentals or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender’s opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are completed; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of
any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, as Lender’s option and Borrower’s expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower’s equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender’s right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender’s security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender’s satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender’s security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower’s rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower’s rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower’s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower’s principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower’s control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from
deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable,
notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender’s requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower’s obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower’s payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer’s risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer’s risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed “captive reinsurance.” Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender’s security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender’s satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender’s security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount
of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are theretofore due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the
absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower’s acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower’s notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower’s change of address. If Lender specifies a procedure for reporting Borrower’s change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender’s address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word “may” gives sole discretion without any obligation to take any action.

17. Borrower’s Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, “Interest in the Property” means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
19. Borrower’s Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower’s right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys’ fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender’s interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender’s interest in the Property and rights under this Security Instrument, and Borrower’s obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses 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. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the “Loan Servicer”) that collects periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party’s actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must expire before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an
Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower’s breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys’ fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower’s agent and attorney-in-fact to make such conveyance. The recitals in the Lender’s deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys’ fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security
Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


25. Assumption Not a Novation. Lender’s acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

\[Signature\]

Unofficial Witness

\[Signature\]  \[Seal\]

Isaack Daniel Paez – Borrower

\[Signature\]  \[Seal\]

Monica Dolores Paez – Borrower

\[Signature\]

Notary Public, [County]

Loan Originator: Tracey Burdette, NMLS ID 411399
Loan Originator Organization: RENASANT BANK, NMLS ID 402669

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3011 1/01
Page 13 of 13
ACKNOWLEDGMENT AND WAIVER
OF BORROWER’S RIGHTS RIDER

THIS ACKNOWLEDGMENT AND WAIVER OF BORROWER’S RIGHTS RIDER is made this 17th day of August, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower’s Note (the "Note") to RENASANT BANK, A MISSISSIPPI CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

610 Floyd Avenue, Guyton, Georgia 31332

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to the following:

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREBIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THE SECURITY DEED; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREBIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THE SECURITY DEED; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THE SECURITY DEED AND THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID SECURITY DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR’S CHOICE PRIOR TO EXECUTING THE SECURITY DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.
READ AND AGREED BY GRANTOR:

Signed, sealed and delivered on this 8.17.2022 day of 8.17.2022 in the presence of:

Unofficial Witness

Notary Public, State of Georgia

Printed Name: Allegan R. Lasseter

My commission expires: 11/21

Israel Daniel Paez -Borrower

Monica Dolores Paez -Borrower
CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who, having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Security Deed and "Acknowledgment and Waiver of the Borrower's Rights" by the Borrower(s), I or a representative of the firm reviewed with and explained to the Borrower(s) the terms and provisions of the Security Deed and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Acknowledgment and Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Security Deed and "Acknowledgment and Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn and subscribed before me this 8. 17, 2020 day of

[Signature]
Notary Public

[Signature]
McNamara Jackson PC Closing Attorney
EXHIBIT “A”

All those two certain lot, tracts or parcels of land situate, lying and being in the 10th GM District of Effingham County, Georgia, and being known and designated as Tract 1-A containing 0.97 of an acre, more or less, and Tract 1 containing 14.40 acres, more or less. Said two parcels of land lying and adjoining and contiguous and as a whole being bounded on the North by lands of Galbreath and by lands of Wallace; on the East by lands of Galbreath, by lands of Wallace and by Floyd Avenue; on the South by Tract 2-A and Tract 2; and on the West by a pond area.

Express reference is made to a plat of said lands shown on a map or plat recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet A, Page 41. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed.

Subject, however, to the existing access road shown on said plat, which crosses said lands above described, leading to the pond area, which existing access road FIRST PARTIES reserve unto themselves, their heirs and assigns for the purpose of ingress and egress to said pond area, over and across said existing access road.
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022
Item Description: Colby & Carol Stone request to rezone 1 of 75.45 acres from AR-1 to AR-2, to allow for the separation of a home site. Located at 2414 Corinth Church Road. Map# 336 Parcel# 16

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 1 of 75.45 acres from AR-1 to AR-2, to allow for the separation 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 3-lot subdivision. Tract #2 has an existing dwelling and will be separated as a 1-acre home site, for sale 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 1 of 75.45 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 1 of 75.45 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 0-22-22

Applicant/Agent: Colby Stone / Carol Stone

Applicant Email Address: randycarol @ bellsouth.net

Phone #: 912-643-3857

Applicant Mailing Address: 108 Bluffsde Cr

City: Savannah 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:

City: State: Zip Code:

Property Location: 2414 Corinth Church Rd

Proposed Road Access: Present already - Corinth Church Rd

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

Tax Map-Parcel #: 3330-110 Total Acres: 75-15 Acres to be Rezoned: 1

Lot Characteristics: Flat / Cleared / Square

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.
   vacant house

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.
   Selling

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

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 will not change anything other than existing house being 1 acre and existing property not being rezoned will have future property owner's house.

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, house is already similar to all adjacent properties

Applicant Signature: [Signature]
Date: 6/22/22
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 5-9-2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2782 page 747-762.

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 24 day of June, 2022.

____________________________
Notary Public, State of Georgia

SCOTT TRICE
Notary Public, Georgia
Chatham County
My Commission Expires August 06, 2024

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 28th day of April, 2022, by and between

***Colby Thomas Stone & Carol L Stone***

of Chatham 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

***Three Hundred Twelve Thousand Dollars and Zero Cents***

DOLLARS ($312,000.00) 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 4/28/2032.

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:

2414 Corinth Church Rd
Clyo Ga 31303

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 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
all minerals, shrubs, trees or other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof, and all leasehold estates, usufructuary interests, and rights of Grantor in the Property, and all rights of Grantor as Lessor or Landlord under any lease or sublease letting or demising all or any portion of the Property or Improvements, including, without limitation, the interest of Grantor in all rents and security deposits paid or to be paid thereunder; and

TOGETHER WITH, all rights or claims of Grantor with respect to the proceeds of insurance which Grantor now has or may hereafter acquire on the Property and Improvements and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereof, of the whole or any part of the Property and Improvements; and if this is a construction mortgage, all right, title and interest of Grantor in and to all construction materials and equipment.

TO HAVE AND TO HOLD all of the Property, Improvements, property rights, leases, contract rights, and claims (all of which are collectively referred to as the "Premises") to the use, benefit and behoof of the Grantee, forever, in fee simple.

Grantee warrants that Grantor has good title to the Premises, and is lawfully seized 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 the Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements and is not a mortgage, as "mortgage" is defined for the purposes of the real property law of the State of Georgia, but does constitute a "construction mortgage" as defined in O.C.G.A. Section 1-9-334(h) if any proceeds of the Note are used for the construction of any Improvements, and is made and intended to secure the payment of the indebtedness evidenced by the Note or any modifications, extensions or renewals thereof and by any Guaranty from Grantor to Grantee, and to secure the performance of all obligations of Grantor under this deed, and any loan application, commitment letter, guaranty, loan agreement or other agreement now existing or hereafter made between Grantor and Grantee (all of which) documents being sometimes collectively described herein as the "Loan Documents"), and to secure the payment of any and all other indebtedness, liabilities and demands now owing or which may hereafter be owing by Grantor to Grantee, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due. All of the foregoing secured hereby are collectively described herein as the "Secured Indebtedness."

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE as follows:

1. Payment of Secured Indebtedness.

Grantee shall pay to Grantee the Secured Indebtedness with interest thereon as provided in the Note, the Loan Documents and this deed.

2. Payment of Other Items.

Grantee shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or 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 hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantee shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the Note, on the installment-paying dates

(Grantor initials)
of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the extent of the then unused credit therefor as and when they become severally due and payable. An official receipt therefore shall be conclusive evidence of said payment and of the validity of said charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Grantee and bear interest at the rate set forth in the Note from the date of advancement. Grantee may apply credits held by it for the above charges, 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 so paid or applied. 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 hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. **Insurance.**
   a. Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending 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 not exceeding 100% of full insurable value; all such insurance shall be written in form and by companies approved by Grantee; and regardless of the types or amounts of insurance required and approved by Grantee, Grantor 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 Grantee, pursuant to the New York Standard or other mortgagee 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 be paid over, wholly or in part, to Grantor 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 Grantor.
   b. Not less than ten (10) days prior to the expiration date of each policy of insurance required of Grantor hereunder, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

4. **Maintenance and Inspection.**

   Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by a proceeding of the character referred to in Article 7 herein. No part of the Premises, including but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Grantee. Grantor shall complete, within a reasonable time, and pay for any building, structure or other

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(Grantor Initials)
improvement at any time in the process of construction on the Property. Grantor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without Grantor’s prior written consent. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

5. Leases and Assignments of Rents.

Grantor shall faithfully perform the covenants of Grantor as lessor under any present and future leases, affecting all or any portion of the Premises, and neither do, nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them or which may diminish or impair their value, or the rents provided therein, or the interest of Grantor or Grantee therein or thereunder. Grantor, without first obtaining the written consent of Grantee thereto, shall not (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect rents from the Premises for more than one month in advance. Grantor shall procure and deliver to Grantee at the time of executing this deed, or any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to, Grantee and deliver to Grantee a recorded assignment of all of the lessor’s interest in said leases, in form and substance satisfactory to Grantee (in addition to the conveyance hereunder), and proof of due service of a copy of said assignment on each lessee, either personally or by prepaid registered mail, return receipt requested.

Grantor hereby absolutely assigns and transfers to Grantee all the rents, issues and profits of the Premises, and hereby gives to and confers upon Grantee the right, power and authority to collect such rents, issues and profits. Grantor irrevocably appoints Grantee its true and lawful attorney-in-fact, at the option of Grantee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Grantee, for all such rents, issues and profits and apply the same to the Secured Indebtedness; provided, however, that Grantor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to the occurrence of any event of default under this deed. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise.

6. Additional Documentation.

Grantor 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 and guaranties, so as to reaffirm, 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 hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed, and all extensions or modifications thereof. Grantor, upon request, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness. within five (5) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

7. Condemnation.

In the event all or any part of the Premises is taken by eminent domain by any public or quasi-public authority or corporation, or in the event all or any portion of the Premises is purchased from Grantor under threat of such taking, then all of the award or payment arising from said taking or purchase shall be paid to Grantee. Grantee shall have the right to retain and apply said award or payment toward
payment of the Secured Indebtedness, or to pay over said amount, in whole or in part, to Grantor, but
Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If prior to the
receipt by Grantee of such award or payment, the Premises shall have been sold through foreclosure of
this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency
found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this
deed shall have been sought or recovered or denied, plus reasonable attorney's fees in the amount of
fifteen percent (15%) of the aggregate amount due hereunder and all costs and disbursements incurred by
Grantee in connection with the collection of such award or payment.

8. Security Agreement.

Grantor hereby grants to Grantee a Security Interest in all fixtures, including without limitation
any and all property of similar type or kind hereafter affixed to or incorporated in the Property and all
accessions thereto, for the purpose of securing the Secured Indebtedness. All covenants and obligations of
Grantor contained herein relating to the Premises shall be deemed to apply to any fixtures. This deed
constitutes a Security Agreement as that term is used in the Uniform Commercial Code as enacted in the
State of Georgia.


Upon the occurrence of any one or more of the following events (herein called an "Event of
Default"), to-wit:

a. should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same
shall become due and payable;

b. should any representation or warranty of Grantor herein contained, or contained in any
instrument, transfer, conveyance, assignment or Loan Agreement given with respect to the
Secured Indebtedness, prove untrue or misleading in any material aspect;

c. should the Premises be subject to actual or threatened waste, or any part thereof be removed,
demolished or materially altered so that the value of the Premises is diminished except as
provided for in Article 7 herein;

d. should any federal tax lien, or claim of lien for labor or material be filed of record against
Grantor or the Premises and not be removed by payment or bond within thirty (30) days from
date of recording;

e. should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or
equitable proceeding;

f. should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator
or trustee of Grantor or of any of Grantor's property be appointed, or should any petition for the
bankruptcy, reorganization or arrangement of Grantor, pursuant to the United States Bankruptcy
Code or any similar statute, be filed, or should Grantor be adjudicated a bankrupt or insolvent, or
should Grantor, if a corporation or limited liability company, be liquidated or dissolved or its
charter expire or be revoked, or, if a partnership or business association, be dissolved or
partitioned, or, if a trust, be terminated or allowed to expire;

g. should Grantor fail to keep, observe, perform, carry out and execute in every particular the
covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of
the Loan Documents;

h. should any event occur under any instrument, deed or agreement, given or made by Grantor to or
with Grantee or any third party, which would authorize the acceleration of any debt to Grantee or
any such third party; or

i. should Grantor sell or transfer the Premises or any portion thereof or any interest therein without
Grantee's prior written consent (except as permitted under Article 10 hereof);

then and thereupon:

5 of 10

(Grantor Initials)
(a) the Grantee may take possession of the Premises without the appointment of a receiver, or an application thereof, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and give notice to any lessees or tenants under any existing leases affecting the Premises to make all future payments directly to Grantee or its order and to atom to Grantor or its order as lessor or landlord, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's interest as lessor in any lease now or hereafter affecting the whole or any part of the Premises; and

(b) the Grantee may pay any sums in any form or any manner deemed expedient by Grantee to protect the security of this deed or to cure any Event of Default other than payment of interest or principal on the Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officers or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate provided in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principle sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument; and

(c) the entire Secured Indebtedness shall immediately become due, payable and collectable, without notice to Grantor, regardless of maturity, and thereupon, Grantor may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the courthouse in the county where the Premises or any part thereof may be located, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks prior to the day of sale, but without regard for the number of days, in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantor, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns, as agent and attorney-in-fact to make such recitals, sale and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns (and in the event of a deed in lieu of foreclosure, then as to such conveyance), shall be effective to bar all right, title and interest, equity of redemption, including all statutory redemption rights, homestead, dower, curtesy and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving and deducting therefrom all unpaid Secured Indebtedness with interest then due thereon, including all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate provided in the Note, thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and fifteen percent (15%) of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor; or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as herein provided, Grantor, or any person in possession under the Grantor shall then become and be tenants holding over, and shall forthwith
deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

Grantee, in any action to foreclose this deed, or upon any Event of Default, may apply for the appointment of a receiver of the rents and profits, or of the Premises, or both, without notice, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or entity liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Premises, or any part thereof, may be sold in one parcel in its entirety, or in such parcels, manner, or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness is paid in full.

10. **Transfer of the Property; Assumption.**

Pursuant to applicable law, if all or any part of the Property or an interest therein is sold or transferred by Grantor without Grantee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Grantee may, at Grantee's option, and subject to applicable law, declare all the sums secured by this deed to be immediately due and payable. Grantee shall have waived such option to accelerate if, prior to the sale or transfer, Grantee and the person to whom the Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Grantee, that the interest payable on the sums secured by this Deed shall be at such rate as Grantee shall request, and that a transfer fee in such amount as Grantee shall request shall be paid. Grantee's acceptance of any assumption of the obligations of this deed and the Note, and any release of Grantor in connection therewith, shall not constitute a novation.

If Grantee exercises such option to accelerate, Grantee shall mail Grantor notice of acceleration by certified mail, addressed to the address of the Grantor appearing in the records of Grantee. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Grantee may, without further notice or demand on Grantor, invoke any remedies permitted under the terms hereof.

11. **Waiver of Homestead; Time of the Essence.**

Grantee for himself and family, hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States of America or the State of Georgia, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of this deed, the Note, or any of the Loan Documents, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence to the whole contract.

12. **Grantee's Right to Sue.**

Grantee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of the Note, this deed or any of the Loan Documents, at the same become due, without regard to whether or
not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of the
Grantee thereafter to enforce or pursue any available remedy against the Grantor, including an action of
foreclosure, or any other action at law or in equity, for a default or defaults by Grantor existing at the time
such earlier action was commenced.


The rights of Grantee, granted and arising under the clauses and covenants contained in this deed
and the Note, and any of the Loan Documents, shall be separate, distinct and cumulative of other powers
and rights herein granted and all other rights which Grantee may have in law or equity, and none of them
shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of
indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law.
No act of Grantee shall be construed as an election to proceed under any one provision herein or under the
Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy
allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.


(a) Grantor shall not cause or permit the presence, use, disposal, storage, or release of any
Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything
affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall
not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances
that are generally recognized to be appropriate to normal residential uses and to maintenance of the
Property.

(b) Grantor shall promptly give Grantee written notice of any investigation, claim, demand,
lawsuit or other action by any governmental or regulatory agency or private party involving the Property
and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge. If Grantor
learns, or is notified by any governmental or regulatory authority, that any removal or other remediation
of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary
remedial actions in accordance with Environmental Law.

(c) Grantor shall indemnify, defend, save and hold harmless Grantee and Grantee’s officers,
directors, shareholders, employees, agents, and their respective heirs, successors and assigns
(collectively, the “Indemnified Parties”) against and from, and to reimburse the Indemnified Parties with
respect to, any and all damages, claims, liabilities, loss, costs and expenses (including, without limitation,
reasonable attorneys’ fees and expenses, court costs, administrative costs and costs of appeals), incurred
by or arising out of: (i) the breach of any representation, covenant, or undertaking of Grantor under this
Article 14, or (ii) arising out of the use or storage of any Hazardous Substance on the Premises by
Grantor or any tenant or other party occupying or using the Premises.

(d) The representations, covenants, and undertakings of Grantor in this Article 14 shall
survive the expiration or termination of this deed regardless of the means of such expiration or
termination. Any breach of the foregoing provisions of this Article 14 shall constitute an Event of Default
as defined in Article 9 hereof.

(e) As used in this Article 14, "Hazardous Substances" are those substances defined as toxic
or hazardous substances by Environmental Law, including but not limited to the following substances:
gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile
solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Article
14, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located
that relate to health, safety or environmental protection.

15. Notice. Every provision for notice and demand or request shall be deemed fulfilled by written
notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in the United States mail, certified mail, return receipt requested, with proper postage affixed, (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee, or (b) addressed to the street address of the Premises hereby conveyed.

16. **No Waiver.**

Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or waive future compliance therewith by the Grantor.

17. **Definitions.**

The word "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantor shall be and mean the several as well as the joint undertaking of each of them.

18. **Severability.**

The parties agree that the provisions of this deed are severable, and in the event any clause, phrase or paragraph shall be declared by a court of competent jurisdiction to be invalid or unenforceable, then the parties declare that the remaining clauses, phrases and paragraphs of this security deed shall remain in full force and effect.

19. **Perpetual Security Interest.**

It is the affirmative intention of the Grantor and Grantee to create and establish a perpetual or indefinite security interest in favor of Grantee in the real property conveyed hereby, pursuant to O.C.G.A. Section 44-14-80(a) and specifically to agree that title to the real property conveyed hereby shall not revert to Grantor until the later of: (i) twenty years (20) from the date of this conveyance; (ii) seven (7) years from the maturity of the indebtedness secured hereby; or (iii) the date determined in accordance with O.C.G.A. Section 44-14-80(b) or Section 44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed beyond the original maturity date thereof. In addition to all other covenants set forth therein, Grantor hereby agrees that the perpetual or indefinite security interest hereby established also secures all loans, whenever made in whatever form made, incident to the open end or other indebtedness provisions of this indenture.
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:

Colby Thomas Stone
(SEAL)

Carol L. Stone
(SEAL)

Witness

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)
WAIVER OF GRANTOR'S RIGHTS

GRANTOR: Colby Thomas Stone and Carol L Stone
LENDER: BANK OF NEWINGTON
DATE OF SECURITY DEED: April 28, 2022
PROPERTY DESCRIPTION: Located in: Effingham County, State of Georgia and is described as follows:

See the exhibit or other description document which is attached to this Waiver and made a part of this Waiver as if fully set forth herein.

The Real Property or its address is commonly known as 2414 Corinth Church Rd, Clyo, GA 31303. The Real Property tax identification number is 03360016.

BY EXECUTION OF THIS PARAGRAPH, EACH GRANTOR EXPRESSLY: (A) Acknowledges the right to accelerate the debt and the power of attorney given herein to Lender to sell the property by non-judicial foreclosure upon default by Grantor without any judicial hearing and without any notice other than such notice as is required to be given under the provisions of the Security Deed; (B) Waives any and all rights which each Grantor may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the various provisions of the Constitution for the several States, or by reason of any other applicable law, to notice and to judicial hearing prior to the exercise by Lender of any right or remedy herein provided to Lender, except such notice as is specifically required to be provided in the Security Deed; (C) Acknowledges that each Grantor has read the Security Deed and specifically that paragraph relating to the foreclosure provisions, and any and all questions regarding the legal effect of the Security Deed and its provisions have been explained fully to each Grantor and each Grantor has been afforded an opportunity to consult with counsel prior to executing the Security Deed; (D) Acknowledges that all waivers of the aforesaid rights of each Grantor have been made knowingly, intentionally and willingly by each Grantor as part of a bargained for loan transaction; and (E) Agrees that the provisions of this Waiver of Grantor's Rights are incorporated into and made a part of the Security Deed.

IN WITNESS WHEREOF, THIS WAIVER HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS WAIVER IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS WAIVER IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

[Signature]
WAIVER OF GRANTOR'S RIGHTS
(Continued)

Signed, Sealed and Delivered in the presence of:

X

Unofficial Witness

Notary Public, County

My Commission expires: 5/11/24

GRANTOR:

Colby Thomas Stone

Carol L. Stone

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CLOSING ATTORNEY’S AFFIDAVIT

GRANTOR: Colby Thomas Stone and Carol L Stone
LENDER: BANK OF NEWINGTON
DATE OF SECURITY DEED: April 28, 2022
PROPERTY DESCRIPTION: Located in Effingham County, State of Georgia and is described as follows:

See the exhibit or other description document which is attached to this Affidavit and made a part of this Affidavit as if fully set forth herein.

The Real Property or its address is commonly known as 2414 Corinth Church Rd, Clyo, GA 31303. The Real Property tax identification number is 033809016.

BEFORE THEUNDESIGNED ATTESTING OFFICER personally appeared the undersigned closing attorney, who having been first duly sworn according to law states under oath as follows:

In closing the above loan but prior to the execution of the Security Deed and Waiver of Grantor’s Rights by Colby Thomas Stone and Carol L Stone ("Grantor"), I reviewed with and explained to Grantor the terms and provisions of the Security Deed and particularly the provisions thereof authorizing Lender to sell the secured Property by a nonjudicial foreclosure under a power of sale, together with the Waiver of Grantor’s Rights, and informed Grantor of Grantor’s rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Grantor of Grantor’s rights. After the review with and explanation to Grantor, Grantor executed the Security Deed and Waiver of Grantor’s Rights.

Based on the review with and explanation to Grantor, it is my opinion that Grantor knowingly, intentionally and willingly executed the waiver of Grantor’s constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

IN WITNESS WHEREOF, THIS AFFIDAVIT HAS BEEN SIGNED AND SEALED BY THE UNDESIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF.

[Signature]
Closing Attorney

(SEAL)

Sworn to and subscribed before me this 28 day of April, 2022

[Signature]
Notary Public
All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, shown as "AREA = 75.450 ACRES" on a plat entitled "Survey of 75.450 Acres of land located in the 12th G.M. District of Effingham County, Georgia" prepared by Glisson Land Surveying, dated April 22, 2022, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book 29, Page 320. Said property was conveyed to Carolyn M. Litchfield and Jeanette M. Miller by Deed dated July 31, 1980, recorded in Deed Book 243 Page 136, in the aforesaid Clerk’s Office. Said Plat and Deed are incorporated herein by specific reference. Said property known as 5414 Corinth Church Rd., Clyo, Georgia. PIN #03380-010-000.

GRANTOR:

X ____________________________ (Seal)
Colby Thomas Stone

X ____________________________ (Seal)
Carol L. Stone
EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, shown as "AREA = 75.450 ACRES" on a plat entitled "Survey of 75.450 Acres of land located in the 12th G.M. District of Effingham County, Georgia" prepared by Glisson Land Surveying, dated April 22, 2022, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book 29, Page 320. Said property was conveyed to Carolyn M. Litchfield and Jeanette M. Miller by Deed dated July 31, 1990, recorded in Deed Book 283 Page 136, in the aforesaid Clerk’s Office. Said Plat and Deed are incorporated herein by specific reference. Said property known as 2414 Corinth Church Rd., Clyo, Georgia. PIN #03360-016-000
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
   Colby & Carol Stone
   2414 Corinth Church Rd
   Pin: 336-16
   Total Acres: 67.91 Acres to be rezoned: 1.0

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
Environmental Health County Manager
Effingham County Health Department
Staff Report

Subject: Varience (Third District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022
Item Description: Brooke Graham requests a variance to reduce the 150’ of frontage required for an AR-1 parcel. Located at 310 Kieffer Hill Road. Map# 387 Parcels# 10 & 11

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from the 150’ road frontage required for an AR-1 parcel, 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.
- 387-10 is a lot of record with ~265’ frontage on Kieffer Hill Rd. 387-11 has no road frontage, and is accessed via easement.
- The parcels are to be combined and re-subdivided into three lots. Tract 1 and Tract 3 will each have road frontage, and Tract 2 will be accessed via easement.
- The ~265’ of road frontage is insufficient for two AR-1 parcels.
- The applicant wishes to maintain road frontage for Tract 1 and Tract 3.
- To meet zoning district requirements, the parcel can either be rezoned to AR-2 (100’ frontage requirement), or receive a variance from the 150’ road frontage requirement. The applicant chose to pursue a variance and leave the zoning consistent with neighboring parcels.

Alternatives
1. Approve the request for a variance, to reduce the 150’ of frontage required for an AR-1 parcel.
   1. Any new driveway must be approved by the county engineer.
2. Deny the request for a variance, to reduce the 150’ of frontage required for an AR-1 parcel.

Recommended Alternative: 1
Other Alternatives: 1

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 6.20.22

Applicant/Agent: Brooke Graham
Applicant Email Address: BrookeGrahamRealEstate@gmail.com
Phone # (912) 658 2136
Applicant Mailing Address: 310 Kieffer Hill Rd
City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: Include Signed & Notarized Authorization of Property Owner
Owner’s Email Address (if known): Same
Phone # ____________________
Owner’s Mailing Address: Same
City: ____________________ State: ________ Zip Code: ________

Property Location: 310 Kieffer Hill Rd, Springfield
Name of Development/Subdivision: N/A
Present Zoning of Property: A-1 Tax Map Parcel # 038-70010 Total Acres: 3.46

VARIANCE REQUESTED (provide relevant section of code):

Describe why variance is needed: Combining 2 parcels after subdividing 6.32 Ac subdivided from 387-11 and recombining with 387-10. The new road frontage is less than 150' (A-1 zoning restriction)

How does request meet criteria of Section 7.1.8 (see Attachment C):
7.1.8.1 & 7.1.8.2

Applicant Signature: Signature Date: 6-20-22

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

Dec 27, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2752 page 573 - 577

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: [Signature]

Print Name: Brooke Burns Graham

Owner’s signature: [Signature]

Print Name: [Print Name]

Owner’s signature: [Signature]

Print Name: [Print Name]

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

[Signature]
Notary Public, State of Georgia
LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, made this 27th day of December, 2021, between Laura P. Harrelson, as party or parties of the first part, hereinafter called Grantor, and Brooke Burns Graham, as party or parties of the second part, hereinafter called Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) 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, the following property:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as 66.7 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Wellman, County Surveyor, dated August 12, 1974 and recorded in Plat Book 9, Page 52 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, however, to all valid restrictions, easements, and rights of way of record.

This being the same property conveyed by Warranty Deed from Willie Mae Harrelson to Arthur E. Harrelson, dated April 24, 1975, recorded in Deed Book 172, Page 236, aforesaid records.

SUBJECT to all zoning ordinances, easements, rights of way, and restrictions of record insofar as the same may lawfully affect the above-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 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 owning, holding or claiming by, through or under the said Grantor.

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

Signed, sealed and delivered in the presence of:

Laura P. Harrelson

INFORMAL WITNESS

EDWARD L. NEWBERRY JR
Notary Public, Effingham County, GA
My Commission Expires: June 21, 2034
LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE made this 21st day of December, 2021, between Karl F. Dasher, Margaret L. Dasher, and Laura P. Harrelson, as parties of the first part, hereinafter called Grantors, and Brooke Burns Graham, as party of the second part, hereinafter called Grantee (the words "Grantors" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) 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, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as 17.9 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, County Surveyor, dated August 12, 1974 and recorded in Plat Book J, Page 364 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, however, to all valid restrictions, easements, and rights of way of record.

This being the same property conveyed by Warranty Deed from Laura P. Harrelson to Margaret L. Dasher and Karl F. Dasher, dated July 10, 2002, recorded in Deed Book 849, Page 253, aforesaid records.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantors 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 and under the above named Grantors.
IN WITNESS WHEREOF, Grantor has hereunto set Grantor’s hand and seal this day and year first above written.

[Signature]

(SEAL)

KARL F. DASHER

Signed, sealed and delivered this 27th day of December, 2021, in the presence of:

[Signature]

Witness

[Signature]

EDWARD L NEWBERRY JR
Notary Public, Effingham County, GA
My Commission Expires June 21, 2024
IN WITNESS WHEREOF, Grantors have hereunto set Grantors’ hand and seal this day and year first above written.

MARGARET L. DASHER
(SEAL)

LAURA P. HARRELSON
(SEAL)

Signed, sealed and delivered this 21st day of December, 2021, in the presence of:

Witness

EDWARD L NEWBERRY JR
Notary Public
Effingham County, GA
My Commission Expires June 21, 2024
Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022

Item Description: Guy & Roberta Tremblay request to rezone 5 acres from AR-1 to AR-2 to allow for creation of two lots under 5 acres. Located at 1447 Ebenezer Road. Map# 460B Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 5 acres from AR-1 to AR-2 to allow for the creation of two lots under 5 acres, 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 proposes to split a 5-acre lot in to 3.96-acre and 1.04-acre parcels and, therefore, must rezone it to AR-2.
- The parcel is located in Long Bridge Estates, which is zoned AR-1. Pursuant to section 6.6 Resubdivision, the following criteria must be considered before approving resubdivision within a major subdivision:

  - Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,
    - No lots in Long Bridge Estates phase I or II are less than 5 acres.
  - Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances.
    - No. A second home has been permitted for a family member. The applicant chooses to split the parcel, which requires it to be rezoned to AR-2.
  - Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and
    - A second home has been permitted in for a family member. No other lots in the subdivision are less than 5 acres.
  - Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.
    - No new services are required.

Alternatives
1. Approve the request to rezone 5 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 and recorded, before the rezoning can take effect.

2. Deny the request to rezone 5 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. Aerial photograph
5. Deed
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent: Guy & Roberta Tremblay    Date: 09.21.20
Applicant email address: guy.tremblaypump@me.com    Phone: 912.547.1998
Property owner(s): Guy & Roberta Tremblay  Same
Telephone Number ( )
Mailing Address: 1449 Ebenezer Rd., Rincon, Ga. 31326
Property location: Same
Present zoning: ARI 100
Proposed zoning: AR-2/R1
Present land-use: Residential
Proposed land-use: Residential
Tax Map #: Parcel #: 0460 001  Lot #: 5
Total Acres: 5. Acres to be rezoned: 5
Lot characteristics:
Water: Public  Private    Sewer: Public  Private
Proposed access: Ebenezer Rd.
Justification: Additional Residence

List the zoning of the other property in the vicinity of the property you wish to rezone:
North
East
South
West

Rev 03062020
1. Describe the current use of the property you wish to rezone.  
We have built a single family home on this property.

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

3. Describe the use that you propose to make of the land after rezoning.  
We wish to make an independent property on the identified (1) acre.

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?  
It will be an additional residential 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
ATTACHMENT B

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

_____________________, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 408 page 299.

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.

Owner’s signature

Owner’s signature

Owner’s signature

Sworn and subscribed before me this 31st day of June, 2022

Notary Public, State of Georgia

Rev 03062020
AUTHORIZATION OF PROPERTY OWNER

I, _______________, 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 of the rezoning, if the application is approved.

Name of Applicant: _______________  Owners Name (Print): _______________
Address: _______________  Date: _______________
City: _______________  State: _______________  Zip Code: _______________
Telephone Number: _______________  Email: _______________
Signature of Owner: _______________  Owners Name (Print): _______________
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.

This Day _______________ of _______________.

(Notary Seal)

Notary Public

Rev 03062020
STATE OF GEORGIA
   )
COUNTY OF EFFINGHAM    )
   )

THIS INDENTURE, made and entered into this 23rd day of May, 1986, between

DAVIS J. DAVIS

of the County of Effingham, and State of Georgia, as Party or Parties of the First
Part, hereinafter called Grantor, and

GUY R. TREMBLAY AND ROBERTA L. TREMBLAY

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: Grantor, for and in consideration of the sum of Ten & 00/100
($10.00) Dollars, 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:

All that certain lot, tract or parcel of land situate, lying and being in
the 9th G. M. District, Effingham County, Georgia containing 5.10 acres,
more or less, known and designated as Lot No. 1, Phase One, Long Bridge
Estates Subdivision, that is shown and more particularly described by the
plat of survey made by Wilder Surveying & Mapping dated May 19, 1993,
recorded in the office of the Clerk of the Superior Court of Effingham
County, Georgia, in Plat Cabinet A. slide 319-9, which is incorporated into
this description by specific reference thereto.

This being the same property conveyed by W. R. Roberts to Davie J. Davis
described in that Warranty Deed dated July 12, 1990, recorded in Deed Book
282, page 551, aforesaid records.

SUBJECT HOWEVER, to all restrictions, easements and rights-of-way 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 proper use, benefit and behoof of the said Grantee forever
IN FEU 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
above written.

Signed, sealed and delivered
in the presence of:

DAVIS J. DAVIS

(SEAL)

Effingham County, Georgia
Real Estate Transfer Tax
Paid $ 15,000
Date 3/23/90

Clark of Superior Court

WITNESS:

NOTARY PUBLIC

(Seal)
SATISFACTION OF MORTGAGE
(Cancellation to Security Deed)

The indebtedness referred to in that certain Deed to Secure Debt
From: GUY R TREMBLAY, ROBERTA L TREMBLAY
To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Dated 04/15/2008, and recorded on 04/23/2008, in Deed Book 01746, Page 0438, in the office of the
EFFINGHAM COUNTY CLERK OF THE SUPERIOR COURT of EFFINGHAM County, Georgia,

having been paid in full and the undersigned being the present owner of such secured interest by virtue of
being the original grantee or the heir, assign, transferee or devisee of the original grantee, the clerk of such
superior court is authorized and directed to cancel that deed of record as provided in Code Section 44-14-4 of
the O.C.G.A for other mortgage cancellations.

In witness whereof, the undersigned has set his hand this 29 DAY OF OCTOBER, 2009.

Mortgage Electronic Registration Systems, Inc.

Ey: Edward Napier, Assistant Secretary

Jewel Blalock, Assistant Secretary

Ana Bonds, Witness

STATE OF ARIZONA,
COUNTY OF MARICOPA

On 10/29/09, before me, Jan A. Florie, Notary Public, personally appeared Edward Napier and
Jewel Blalock, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Document Prepared By:
Steve S. Galano
ReconTrust Company, N.A.
2575 W. Chandler Blvd., Mail Stop: AZ1-804-02-11
Chandler, AZ 85224

Georgia, Effingham County

I certify that this is a True Copy
Copy as same appears of record in the Office
of the Clerk of Superior Court.

This 12 day of 

Clerk Superior Court
MINOR SUBDIVISION
SURVEY FOR
GUY & ROBERTA TREMBLAY
SURVEY OF 1.04 ACRES FROM A 5.01 ACRE TRACT, BELONGING TO GUY & ROBERTA TREMBLAY LOCATED IN THE 09TH, G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 01 OCT 2020 PLAT DRAWN 01 OCT 2020
Staff Report

Subject: Conditional Use (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022

Item Description: Melissa Dufford requests a conditional use for a residential business. Located at 2165 Highway 17 South, zoned AR-1. Map# 297B Parcel# 33

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a residential business with conditions.

Executive Summary/Background

- The request for Residential Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15A - Residential Business. The Residential Business Conditional Use requirements include consideration of:
  - Compatibility with the surrounding area – The applicant’s property is 1.18-acres. The residence is approximately 130’ from the nearest dwelling. The applicant’s proposed business is a small scale dog grooming operation (5 or fewer dogs per day) which will operate during daylight hours.
  - Square footage – The area of the residence devoted to the business is approximately 100 square feet, which is less than the 700 sf/35% total heated floor area limit.
  - Public Road Frontage – the property has frontage on Highway 17 South.

- A Home Occupation type business license prohibits customers from coming to the property, so it is not a suitable option for this application.

- A Residential Business is an occupation that is conducted entirely within a dwelling, with no more than one employee, which is incidental and secondary to the use of the dwelling for residential purposes. Customers are permitted on site; parking is available. Hours of operation are limited to Monday – Saturday, daylight hours only.

Alternatives

1. **Approve** the request for a conditional use for a residential business, with the following conditions:
   1. The applicant shall obtain a GA Department of Agriculture Kennel License prior to issuance of a County Occupational Tax Certificate.
   2. The applicant shall maintain a current State license and annual county business license, and abide by all applicable laws and ordinances, for the duration of the business.

2. **Deny** the request for a conditional use for a residential business.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Conditional Use application
2. Ownership certificate/authorization
3. Aerial photograph
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 7/13/2022

Applicant/Agent: Melissa Dufford
Applicant Email Address: Mtatro1982@gmail.com
Phone #: 912-547-3489

Applicant Mailing Address: 216S Hwy 17S,
Guyton GA 31312

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

Owner's Email Address (if known): Duff41@yahoo.com
Phone #: 407-925-6993

Owner's Mailing Address: 298 Old Louisville Rd,
Newington GA 30446

Property Location 216S Hwy 17S.

Present Zoning of Property: AR-1 Tax Map-Parcel #2978-33 Total Acres 1.18

CONDITIONAL USE REQUESTED:

✔ Section 3.15A - RESIDENTIAL BUSINESS
See Section 3.15A for requirements
Dog grooming. Customers on site need pet for kennel license. Kennel license app submitted to Dept. of Ag.

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

OTHER (provide relevant section of code):

Reason:

Applicant Signature: Melissa Dufford
Date 7/13/2022

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 12/11/2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2444, page 741-742.

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.

Owner's signature: ________________
Print Name: William E. Dufford

Owner's signature: ________________
Print Name: Patricia R. Dufford

Owner's signature: ________________
Print Name: ________________________

Sworn and subscribed before me this 13th day of July, 2022.

__________________________
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, William Dufford, 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: Melissa Dufford
Applicant/Agent Address: 2165 Hwy 17 South
City: Guyton State: GA Zip Code: 31312
Phone: 912 547-3489 Email: mtatro1982@gmail.com

Owner's signature William E Dufford
Print Name William E Dufford

Personally appeared before me William E Dufford (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 13th day of July, 2022.

Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of December 11, 2017 by and between

Joseph David Collins
(Hereinafter referred to as the "Grantor")

William E. Dufford and Patricia R. Dufford
as Joint tenants with rights of survivorship
(Hereinafter referred to as "Grantees")

(the words "Grantor" and "Grantees" 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, is paid and delivered to and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, 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 Merlow, 10th G.M. District, Effingham County, Georgia, and being more particularly described as follows: Beginning at a point located on the eastern right of way of New State Highway 17 and running thence S 89° E distance of 270' to a point on the boundary line of property of Murphy Williams; running thence South a distance of 187' to a point; running thence West N 89° W a distance of 270' to a point on the Eastern side of the right of way of the New State Highway 17; running thence North 187' to the point of beginning. Said property being bounded as follows: On the North by property, now or formerly, belonging to Wallace; on the East by lands, now or formerly, of Murphy Williams; on the South by lands, now or formerly, of Sherron; and on the West by New Highway 17.

For a more exact description of the metes and bounds of said property reference is hereby made to that certain plat recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat Book K, Page 427.

Also Included, is a 2004 28 x 56, Cavalier Mobile Home, Serial #862L043A0136073, Model #6020, located on and will remain with the land as confirmed by the T-234 Mobile HomeCertificate of Permanent Location recorded in Deed Book 2417, Page 844, aforesaid records, containing improvements thereon known as 3185 Hwy 17 S, Guyton, GA 31312, PIN 0297B-027.

(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 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 7th day of December, 2017, in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires: 01-17-2021

[NOTARIAL SEAL]

CHRISTINE JOHNSON  
NOTARY PUBLIC  
Chatham County, GEORGIA
- Driveway + Parking
- Operations in existing dwelling (approximately 100 sq ft.)

"Dog House Grooming, LLC"
Staff Report

Subject: Conditional Use (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022

Item Description: Krystle Jewell requests a conditional use for a residential business. Located at 539 Central Avenue, zoned AR-1. Map# 330A Parcel# 14D

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a residential business with conditions.

Executive Summary/Background
- The request for Residential Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15A - Residential Business. The Residential Business Conditional Use requirements include consideration of:
  - Compatibility with the surrounding area – The applicant’s proposed business is a small scale salon in which she is the sole employee. The business will operate during daylight hours.
  - Square footage – The area of the residence devoted to the business is approximately 200 square feet, which is less than the 700 sf/35% total heated floor area limit.
  - Public Road Frontage – the property has frontage on both Canoochee Avenue and Central Avenue. The site plan shows access to parking and the business entrance on Canoochee Avenue.
- A Home Occupation type business license prohibits customers from coming to the property, so it is not a suitable option for this application.
- A Residential Business is an occupation that is conducted entirely within a dwelling, with no more than one employee, which is incidental and secondary to the use of the dwelling for residential purposes. Customers are permitted on site; parking is available. Hours of operation are limited to Monday – Saturday, daylight hours only.

Alternatives
1. Approve the request for a conditional use for a residential business, with the following conditions:
   1. The applicant shall obtain all necessary State licensing prior to issuance of a County Occupational Tax Certificate.
   2. The applicant will maintain a current State license and annual county business license, and abide by all applicable laws and ordinances, for the duration of the business.
   3. The applicant will use only the proposed access from Canoochee Avenue for business traffic.

2. Deny the request for a conditional use for a residential business.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

Attachments:
1. Conditional Use application
2. Ownership certificate/authorization
3. Aerial photograph
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 7/5/22

Applicant/Agent: Krystle Sewell

Applicant Email Address: KrystleSewell@Gmail.com

Phone #: (316)646-0062

Applicant Mailing Address: P.O. Box 115

City: Helsim State: GA Zip Code: 31318

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: 539 Central Ave, Helsim, GA 31318

Present Zoning of Property: Residential

Tax Map-Parcel #: 330A-410

Total Acres: 0.17

CONDITIONAL USE REQUESTED:

X 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):

Reason: Wishes to have customers on site for a salon business, home occupation does not allow for customers on site.

How does request meet criteria of Section 7.1.6 (see Attachment C):

Applicant Signature: K. Sewell

Date: 7/5/22

Rev 05052021
LIMITED WARRANTY DEED

STATE OF GEORGIA  COUNTY OF CHATHAM

THIS INDENTURE made this 12th day of December, 2016, between SHANE W. ANDREWS and JAMMIE B. ANDREWS, of the County of Chatham and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and KRISTLE M. JEWELL, 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 AND NO/100 DOLLARS ($10.00) 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, the following described property:

All that certain lot, tract or parcel of land situates, lying and being in the Village of Meldrim, 1559th G.M. District of Effingham County, Georgia, known and designated as Lot Fourteen (14), Section Four (4), that is shown and more particularly described on the plat of the Town of Meldrim, recorded in the Clerk's Office of the Superior Court of Effingham County, Georgia in Plat Record Book 1, Page 3, which is incorporated into this description by specific reference thereto. SAVING AND EXCEPTING THEREFROM that portion of the property heretofore conveyed to Effingham County described in the right-of-way deed dated May 23, 1990, recorded in Deed Book 282, Page 679, aforesaid records.

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

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of 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 and under the above named grantor.

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

Signed, sealed and delivered in presence of:

Witness

Notary Public

(Seal)

(Seal)

SHANE W. ANDREWS
JAMMIE B. ANDREWS
PURCHASE AGREEMENT
FOR RESIDENTIAL REAL ESTATE

THIS AGREEMENT is entered into by and between

Seller’s Name(s): Shane & Janmie Andrews

whose Current Address is:

539 Central Avenue / 3 East Manta Cove
Meldrim, GA 31318 / Savannah, GA 31410

hereinafter referred to as “Seller”

and Buyer’s Name(s): Krystle Jewell

whose Current Address is:

278 Withlacoochee Ave
Meldrim, GA 31318

hereinafter referred to as "Buyer"

* In consideration of the mutual promises herein contained, Seller agrees to sell and convey and
Buyer agrees to buy and pay for, in accordance with the terms and conditions of this
contract, the property known as:

539 Central Avenue
Meldrim, GA 31318

including but not limited to: all electrical, heating, plumbing and bathroom fixtures; all window and
door shades, blinds, awnings, screens storm windows, curtain and drapery fixtures; all landscaping,
smoke detectors, the kitchen cook range, oven, refrigerator, dishwasher, garage openers and specifically
the following items shall remain: located thereon and hereinafter referred to as "Property”.

The following are specifically not included:

____________________________________

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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

12/10/2016, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2381, page 479-479.

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.

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 7 day of JULY, 2022.

Notary Public, State of Georgia

Rev 05052021

Scanned with CamScanner
1: 300 SQ FT BUSINESS 2: DEDICATED ENTRANCE 3: PARKING
Staff Report

Subject: Pond Less Than One Acre (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022
Item Description: Tony Sunderhaus requests approval for a pond less than one acre in size. Located at 617 Nease Road, zoned AR-2. Map# 375 Parcel# 35B01

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a pond less than one acre in size, with conditions.

Executive Summary/Background
- The request for Planning Board approval for a pond of less than one acre is a requirement of Appendix C, Article III-General Provisions, Section 3.17 - Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.
- The applicant has been informed of BMP requirements for construction of the pond, and has submitted a plan for approval by the county engineer.

Alternatives
1. **Approve** the request for a pond less than one acre in size, with the following conditions:
   1. Incorporate applicable details from the GSWCC 2016 manual for Construction Exit; Filter Ring; Sediment Barrier & Trap.
   2. The pond must meet the requirements of Sec. 3.17A – Ponds-Construction.

2. **Deny** the request for a pond less than one acre in size.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
2. Ownership certificate/authorization 4. Site/Erosion Control Plan
ATTACHMENT A – POND PERMIT APPLICATION

Application Date: ________________

Applicant/Agent: Tony Sunderhaus

Applicant Email Address: Tony Sunderhaus @ aol.com

Phone # (912) 269-1091

Applicant Mailing Address: 617 Nease Road

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: ________

Pond Contractor: A.D. Williams Construction Company Inc.

Contractor Email Address: Aduchr@sbcglobal.net

Phone # (912) 667-5611

Contractor Mailing Address: 4125 Ogeechee Road

City: Savannah State: GA Zip Code: 31405

Tax Map-Parcel # 37S-3801 Total Acreage of Parcel: 2 Zoning District: AR-2

Property Location: 617 Nease Road Guyton GA 31312

Wetlands on Property? YES / NO Flood Zone: NO

Proposed pond size: Less than 1 acre / Greater than 1 acre Dirt to be Moved Off-site: YES / NO

Lot Characteristics: ________________________________

Applicant Signature: ____________________________ Date 7/13/2022

Rev 06212021
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 ______________________, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book ______________ page ______________.

I hereby certify that I am the owner of the property being proposed for a Pond Permit 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 ___________________________ T.S
Print Name ________________________________

Owner's signature ___________________________ 
Print Name ________________________________

Owner's signature ___________________________ 
Print Name ________________________________

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

______________________________
Chezlie Fernald
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Tony Sunderhaus, 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 Pond Permit Approval. I acknowledge and accept that I will be bound by the decision of the Planning Board, including any conditions, if the application is approved.

Name of Applicant/Agent: Tony Sunderhaus

Applicant/Agent Address: 617 Nance Road

City: Guyton State: GA Zip Code: 31312

Phone: 912 269-1091 Email: Tony Sunderhaus @ mol.com

Owner's signature Tony Sunderhaus T.S

Print Name Tony Sunderhaus

Personally appeared before me Tony Sunderhaus (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 13 day of July, 2022.

Chelsie Fernaud
Notary Public, State of Georgia

Rev 06212021
ATTACHMENT C - SITE PLAN REQUIREMENTS

All Pond Permit applications shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements, as applicable (consult with Planning & Zoning staff to determine what features are required):

A. Dimensions of the property involved
B. Location and dimensions of existing structures with the type of usage designated
C. Access drives
D. Easements
E. Rights-of-way
F. Proposed or existing water, sewer and drainage facilities
G. Watercourses, lakes or swamps acres
H. Proposed location of pond

3.17.3 Requirements for submittal for planning board and staff review.

1. Application and checklist.
   a. Applications and checklist may be obtained from the zoning office.
   b. Application and checklist must be complete and submitted with the all required information.
   c. Fees in accordance with the Effingham County Schedule of Fees must be paid at the time of application submittal.

2. Excavation activities that have greater than one acre of disturbed area must obtain a state mining permit. A copy of the approved state mining permit must be submitted to the development services office prior to work commencing.

3. Any excavation activity that requires a state mining permit must be located within the I-1 zoning district.

(Ord. of 7-5-05; Ord. of 8-2-16, § 1)

3.17A - Ponds—Construction.

- No digging and hauling activities shall take place except between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- Unless a pond is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line.
- No pond shall be located less than ten feet from the nearest access or utility easements.
- The pond sides shall be sloped at a 3 to 1 run to rise ratio.
- All wetland impacts must be approved by the USACE.
- All digging and hauling operation must be completed within six months.

(Ord. of 9-4-07, § 1(b))
STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made this 2nd day of February, 2018, between George Kerry Wendelken, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and Tony Patrick Sunderhaus, 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 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,

All that certain lot, tract or parcel of land, situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing 2.00 acres, more or less, known as Parcel B-1, as shown on that certain plat made by William M. Gilsson, G.R.L.S. #3316, dated January 9, 2017, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 250, page 564, said plat being incorporated herein for any and all purposes.

TOGETHER WITH A 60' Access Easement leading from Nease Road (County Road #168), to the subject property, 60' wide at all points as shown on the above described plat for purposes of ingress and egress from a public road and location of utilities for the benefit and improvement of the above described property.

SUBJECT HOWEVER, to any and all restrictive covenants, easements and right-of-way of record.

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER

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 this 2nd day of February, 2018

in the presence of:

Catherine Jones
Unofficial Witness
My commission expires 3/11/19

(Notary Public Seal Affixed)
Staff Report

Subject: Conditional Use (Fourth District)
Author: Teresa Concanonical, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022
Item Description: Amber Edenfield requests a conditional use to allow for a daycare. Located at 521 Adelante Lane, zoned R-1. Map# 348A Parcel# 96

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request for a conditional use to allow for a daycare.

Executive Summary/Background
- Section 5.3.2.6 permits day care facilities in the R-1 zoning district on a conditional basis, in accordance with the provisions of section 7.1.6.
- Section 7.1.6 provides the following factors for consideration:
  - Shall not adversely affect economic values or physical appearance of the surrounding areas
    Day Care Facilities can be appropriate businesses within residential neighborhoods. However, the applicant has been unclear as to the precise number of children in her care. The Lonesome Oak HOA has objected to the presence of this business in their neighborhood. The business is operating without an occupational tax certificate. To date, there have been multiple complaints from neighbors regarding the day care, particularly concerning traffic for pick up/drop off. Lonesome Oaks Phase II’s HOA covenants prohibit businesses within the community.
  - Physical and environmental effects: A number of clients are visiting the house each day to drop off and pick up their children. The HOA has objected to the presence of a business in their neighborhood, and to the traffic associated with this day care.
  - Buffer zones: If permitted, the business use would need to be screened from residential uses. Currently, there is no vegetative buffer between this parcel and neighboring parcels.
  - Additional space for parking, landscaping, building, loading zones, and setbacks, to protect adjacent structures or lots from adverse impact:
    The site is not suitable for a business use. The parcel is .55 acres, and does not have sufficient space for off-street parking for clients. Client traffic is causing delays for other residents and commuters on Adelante Lane.
- As a condition of the applicant’s court order, dated June 23, 2022, a business license shall be obtained “if the Home Owners Association (HOA) allows such business to be conducted…”
- While private covenants are not enforced by the County, approval of the applicant’s request without explicit permission from the HOA would act in opposition of the Order of Magistrate Court.

Alternatives
1. Approve the request for a conditional use for a day care facility, with the following conditions:
   1. The applicant shall obtain all necessary State licensing prior to issuance of a County Occupational Tax Certificate.
   2. The applicant will maintain a current State license and County business license, and abide by all applicable laws and ordinances, for the duration of the business.
   3. The applicant’s business license will be revoked upon further Code Violation.

2. Deny the request for a conditional use to allow for a daycare, as a residential business.

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
Attachments: 1. Conditional Use application
            2. Ownership certificate/authorization
            3. Aerial photograph
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 10-27-22

Applicant/Agent: Amber Edenfield

Applicant Email Address: ambernorton81@gmail.com

Phone # 912-605-9316

Applicant Mailing Address: 521 Adelante Lane

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Toby Edenfield

Owner’s Email Address (if known): 

Phone # 912-656-3727

Owner’s Mailing Address: 521 Adelante Lane

City: Guyton State: GA Zip Code: 31312

Property Location: 521 Adelante Lane, Guyton GA 31312

Present Zoning of Property R-1 Tax Map-Parcel # 348A.96 Total Acres .55

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): Daycare in R-1

Reason: In home daycare/babysitting

How does request meet criteria of Section 7.1.6 (see Attachment C):

Applicant Signature: Amber Edenfield Date 10-27-22

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

7-16-21, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2707 page 932-933.

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.

Owner’s signature

[Signature]

Print Name

Toby Edenfield

Owner’s signature

[Signature]

Print Name

[Signature]

Owner’s signature

[Signature]

Print Name

[Signature]

Sworn and subscribed before me this 29 day of June, 2022.

[Signature]

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Toby Edenfield, 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: Amber Edenfield

Applicant/Agent Address: 521 Adelante Lane

City: Guyton State: GA Zip Code: 31312

Phone: 912-123-4567 Email: Ambernorton81@gmail.com

Owner’s signature: [Signature]

Print Name: Toby Edenfield

Personally appeared before me Toby Edenfield (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 29 day of June, 2022.

Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA

COUNTY OF CHATHAM

LIMITED WARRANTY DEED

THIS INDENTURE, made this 16th day of July in the year Two Thousand and Twenty-One, BETWEEN Joseph A. Mobley, as party or parties of the first part, hereinafter called GRANTOR, and Toby Edenfield, 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/100 and other good and valuable consideration ($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, alien, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee, all of his interest in the following described property, to-wit:

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 96, Lonesome Oaks Subdivision, Phase II, as shown and more particularly described on that certain map or plat made by Jeffrey Wayne Mock, dated July 6, 2006, recorded in Plat Cabinet C135, Slide E, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby make to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

AND ALSO, a perpetual, non-exclusive easement for ingress and egress over and across Benecia Lane, Saranac Way, Cyane Lane, Adelante Lane, Berosa Court, and Chose Lane as set forth on the aforesaid plat. Subject to any Easements or Restrictions of Record.
TO HAVE AND TO HOLD 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.

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 claiming by and through Grantor.

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:

[Signatures]

Witness

Notary Public

[Notary Public Seal]
Good Morning Mr. Irvin,

While the County does not enforce HOA Covenants, Staff does consider this information, as well as Code Enforcement action at the address, when making recommendations.

I will include your email and the pertinent sections of the covenants to Ms. Edenfield’s file. I would recommend that an HOA member attend the public meetings to represent Lonesome Oak’s interests.

Thank you,

Katie Dunnigan
Zoning Technician
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, GA 31329
(912)754-2105
kdunnigan@effinghamcounty.org

From: lonesome oak <lonesomeoak2@gmail.com>
Sent: Friday, July 29, 2022 5:11 PM
To: Zoning Information <ZoningInfo@EffinghamCounty.org>
Subject: EXTERNAL:

Conditional Use Application. See image of letter attached and a copy of the HOA covenants. We as an HOA do not authorize a business to be run within this subdivision Lonesome Oak Phase II HOA. This is in regards to Amber Edenfield Map #348 Parcel#96 located at 521 Adelante Ln Guyton Ga 31312. We don't authorize a daycare or any business to run at this address or with the HOA subdivision. I see a public meeting is scheduled to be held Monday, August 15, 2022 at 6:00 PM at the Effingham County Administrative Complex Located at 804 S. Laurel St Springfield GA.
Our HOA mailing address is
Lonesome Oak Phase II Hoo Inc.
P.O Box 692
Guyton, GA 31312.

Thank You,
Walter Irvin, President Lonesome Oak Phase II Hoa.

912-414-4219
--
in an approved structure. All playground equipment, recreational vehicles, boats or other extra vehicles shall be placed behind an approved wooden privacy fence or stored in a building approved by Declarant. Clotheslines, if any, must be located behind an approved wooden privacy fence.

No tractor trailer trucks are allowed to be parked in the subdivision. Tractor trailer trucks can only be used for delivery of building materials and construction within the Subdivision.

9. **Temporary Structures:** No structures of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No portable buildings are allowed on any lot. The Declarant has the right to have a temporary sales office.

10. **Fences:** All fences shall be approved by the Declarant. Any such fence shall not be any closer to the road than the rear of the home.

11. **Driveways:** All driveways in the Subdivision are shared and shall be paved with concrete from the road or street to the garage. Cost of construction, maintenance and repair of the shared driveway easements (as more accurately depicted in the subdivision plat) shall be shared between one owner who benefits from the driveway and the adjacent owner who benefits from the driveway. Any disputes concerning construction, maintenance, or repair of the joint driveway easement areas shall be subject to mandatory binding arbitration pursuant to the Georgia Arbitration Code, O.C.G.A. §9-9-1, et. seq.

12. **Landscaping:** Landscaping, shrubbery, and grass shall be maintained at all times, and no shrubbery, trees, screening, etc., shall be allowed to restrict sight distance and/or create traffic hazards. Yards must be sodded from front of house to street.

13. **Commercial Businesses:** No business of any kind whatsoever shall be erected,
maintained, operated, or carried on, permitted, or conducted on any lot in the Subdivision, or any
part thereof, excepting only "home occupations" as authorized by Effingham County Zoning
Ordinances. No noxious, dangerous, or offensive activity or nuisance shall be erected, maintained,
operated, carried on, permitted, or conducted on any lot, or on any part thereof, nor shall anything be
done thereon which may be, or become an annoyance or nuisance to the Subdivision neighborhood.

14. **Signs:** No sign of any type may be placed on any lot for any purpose whatever except
"For Sale" signs for the property which shall not be larger than 2' X 2'.

15. **Drilling/Mining Restrictions:** No drilling, oil development operations, oil refining,
quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells,
tanks, tunnels, mineral excavations of shafts be permitted upon any lot. No derrick or other structure
designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any
lot.

16. **Community Water System:** The Subdivision is served by a community water system
provided by Middle Georgia Water Company (the "water company"). No water wells shall be
drilled and No water mains shall be laid and or installed anywhere in the subdivision except by the
water company. No owner can install or drill a well on any lot in the subdivision without the prior
written approval of the water company. The Declarant shall pay a water tap-in fee of One Thousand
& 00/100 ($1,000.00) Dollars to the lot owner at time of closing.

17. **Satellite Dishes and Antennas:** A small satellite dish may be placed on a lot in the
Subdivision with written permission from the Declarant. In the event a satellite dish is placed on a
lot, the exact location and type of dish must be approved by the Declarant. The satellite dish shall
not be placed on a home or in a yard closer than the rear of the home. Certain types of satellite
EFFINGHAM COUNTY DEVELOPMENT SERVICES
CODE ENFORCEMENT INCIDENT REPORT

Date: Monday, March 28, 2022

Time Out: 10:30

Time In: 12:00

Incident Type: Zoning Violation  (No Business License)

Code Section Violation: Appendix C Article III 3.15A

Incident Location: 521 Adelante Ln. Guyton Ga, 31312

Complainant

Name: Krystal Ipsen

Address: 512 Adelante Ln Guyton Ga, 31312

SS / DL #: N/A

Date Of Birth: N/A

Phone: (912) 604-1974

Victim

Name: Effingham County

Address: 601 North Laurel St. Springfield Ga

SS DL #: N/A

Date Of Birth: N/A

Phone: (912) 754-2123

□ Must Appear In Magistrate Court

FORM 10/2019
EFFINGHAM COUNTY DEVELOPMENT SERVICES
CODE ENFORCEMENT INCIDENT REPORT

Offender

Name: Amber Edenfield

Address: 521 Adelante Ln. Guyton Ga, 31312

Date Of Birth: 12/05/1986

Phone: (912) 699-9365

☑ Must Appear In Magistrate Court

On 3/28/2022 at approximately 10:30 I Officer Varnadore responded to a claim of an illegal day care. I arrived at 521 Adelante Lane and spoke with Mrs. Amber. I explained why I was there and asked if she was running a daycare she said she was so I told her that we have no sort of business license for this property and that she would either have to go through Zoning to either get a license if it is possible or they would have to shut it down. I gave her the standard 30 days to gain compliance or as long as progress is being made.

Jared S. Varnadore 3/28/2022
Signature Date

FORM 10/2019
IN THE MAGISTRATE COURT OF EFFINGHAM COUNTY  
STATE OF GEORGIA

EFFINGHAM COUNTY, )
)
)
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VS

Amber Edenfield
Defendant

)  )

CASE #: 22-39CO

No Business License/ Rural Business

ORDER

WHEREAS, the above-named defendant has been found guilty of the above-stated offense, it is ORDERED and ADJUDGED that the defendant:

(a) Shall obtain a business license in Effingham County by July 1, 2022 for the residence of 521 Adelante Lane in Guyton, GA 31329 if the Home Owners Association (HOA) allows such business to be conducted in the neighborhood of Lonesome Oak;

(b) Shall cease all business transactions at 521 Adelante Lane in Guyton, GA 31329;

OR

(c) If not obtaining a business license, pay a fine of $135.00 by July 1, 2022 to the Clerk of Effingham County Magistrate Court;

(d) Any violation of this order will result of an Ordinance Fine of $81.00 per cat, over the 5 maximum allowed, and a Contempt of Court fine of $200 that shall be enforced;

(e) The defendant shall not violate the Penal Laws of the state of Georgia.

SO ORDERED this 23rd day of June, 2022

[Signature]
Magistrate
IN THE MAGISTRATE COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

EFFINGHAM COUNTY ) CASE #: 22-39CO

) ) Violation of Ordinance: Rural Business
VS )
Amber Edenfield )
Defendant )

NOTICE OF CHANGE OF HEARING

The above-styled matter having been set for hearing on July 28, 2022 and Judge Sexton authorizing that the same should be changed to another day/time awaiting final approval/denial from the Board of Commissioners meeting held on September 6, 2022; this Court will continue this hearing at the aforementioned time on September 22, 2022 at 08:35 AM in the Magistrate Courtroom, 2nd Floor, Springfield, Georgia.

Witness the Honorable Judge Rhonda Sexton, Magistrate Judge of said Court, this 25th day of July, 2022.

[Signature]
Deputy (Clerk)

Copies mailed to all parties this 25th day of July, 2022.
As a neighbor of Amber Edenfield, I oppose the change to conditional use for Map348A Parcel#96.

We live on a cul-de-sac and the increase in vehicle traffic in the afternoons would be an unwelcome nuisance. There has already been a vehicle accident in front of this residence due to daycare pick-up. This change would present a peril to the kids who live and play on our road.

In closing, I believe it also violates the Lonesome Oak HOA bylaws.

Thank you.

***** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. *****
Staff Report

Subject: Rezoning (First & Second Districts)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022

Item Description: Cindy Howze as Agent for Ansgarhay, LLC requests to rezone 72.15 acres from AR-1 to I-1, to allow for future industrial use. Located at 108 Godley Road. Map# 419 Parcel# 1A

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 72.15 acres from AR-1 to I-1, to allow for future industrial use.

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.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- Other I-1 zoned parcels in the area have been rezoned for use as surface mines. An 8-acre portion of this property was rezoned to I-1 for use as a surface mine in November 2020. A plat to divide the 8 acres has not been submitted to Development Services. Therefore, the rezoning has not taken effect.
- This parcel is partially located in Chatham County (Port Wentworth). We have no information on the current or proposed zoning of the Chatham County acreage, or road access in Chatham County.
- No concept plan has been submitted. The parcel has no direct access to Godley Road in Effingham County. 399A-4 is also owned by the applicant, and has been used as access for 419-1A.
- 399A-4 is zoned AR-2, and is not part of this application.
- The proposed site is surrounded by residential development. According to the Future Land Use map, the area is proposed for residential and agricultural use.
- The segments of 419-1A that are located in Effingham County are narrow, and would be substantially covered by 300’ buffers if the proposed use is I-1 heavy industrial. In the absence of a development plan, we cannot determine whether there is adequate space for an industrial use.
- Godley Road is not a designated truck route. In recent months, the City of Bloomingdale has submitted letters of opposition to rezoning and sketch plan applications for heavy industrial uses on Godley Road.
- Road improvements, road maintenance agreements, and/or bonds may be necessary to address the concerns of all affected jurisdictions.

Alternatives
1. Approve the request to rezone 72.15 acres from AR-1 to I-1, with conditions:
   1. The parcel must be combined with a parcel that has frontage on Godley Road.
   2. The applicant shall meet and develop agreements with affected jurisdictions, to address road maintenance concerns.
   3. A Sketch Plan must be submitted for approval by the Board of Commissioners.
   5. All wetland impacts must be approved and permitted by USACE.
   6. A traffic study will be required, pursuant to Effingham County Traffic Study Requirements.
   7. Business operator shall meet the requirements of Sec. 74-8 Designated Truck Routes.

2. Deny the request to rezone 72.15 acres from AR-1 to I-1.

Recommended Alternative: 2
Other Alternatives: 1

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

Application Date: 7/11/2020

Applicant/Agent: Cynthia (Cindy) Houze

Applicant Email Address: howsezfive@gmail.com

Phone # 912-663-2288

Applicant Mailing Address: 144 San Marco Drive

City: Tybee Island State: GA Zip Code: 31328

Property Owner, if different from above: W Gregg Houze

Owner’s Email Address (if known): Same as above

Phone # 912-663-8588

Owner’s Mailing Address: Same as above

City: State: Zip Code:

Property Location: 108 Godley Rd (Stage Coach)

Proposed Road Access: Godley Rd

Present Zoning of Property: AR-1 Proposed Zoning: I-1

Tax Map-Parcel #: 04190001A00 Total Acres: 72.15 Acres to be Rezoned: 72.15

Lot Characteristics: 10+ acres already zoned I-1, borders Chatham Co, which is also being rezoned I-1

WATER

X Private Well

SEWER

X Private Septic System

Public Water System

Also has access to Community Water through Water Utility Management

If public, name of supplier:

Public Sewer System

Justification for Rezoning Amendment: will be combined with other Industrial Properties

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

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

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

   Industrial, Dirt Pit and Vacant

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

   Not currently

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

   Industrial

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

   Industrial, Dirt Pits

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?

   Plans Industrial Properties are already under way

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 12/17/2009, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1911 page 403-408.

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 W Gregg Howze CEO AnsGarHag LLC

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 29th day of June, 2022.

Stephanie Ross
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I. W. Gregg Houze

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: Cynthia (Cindy) Houze

Applicant/Agent Address: 144 San Marco Drive

City: Tybee Island State: GA Zip Code: 31328

Phone: 912-663-2288 Email: howzefive@gmail.com

Owner’s signature

Print Name W. Gregg Houze CEO AnsGarHay LLC

Personally appeared before me W. Gregg Houze (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 29th day of June, 2022

Stephanie L. Rosser

Notary Public, State of Georgia

Rev 01132022
QUITCLAIM DEED

THIS INDENTURE, made and entered into as of the 17th day of December, 2009 by and between Springfield Investment Company, Inc. (hereinafter referred to as the "Grantor"), and AnsGarRaiY, LLC (hereinafter referred to collectively as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, lega representatives, successors and assigns where the context requires or permits);

WITNESSETH

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) 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 remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto said Grantee, all of its interest in and to all that tract or parcel of land lying and being located in Chatham County, Georgia, known as Pt of Parcel B, Sub of Pt Godley, Port Wentworth, Chatham County, Georgia, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

TOGETHER WITH ALL AND SINGULAR the buildings, dwellings, houses, outhouses, improvements, easements, hereditaments, rights, members and appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever at law or in equity of the Grantor, in or to the same or any part thereof.

TO HAVE AND TO HOLD the above described and conveyed property and premises free and clear of any claim or claims by the said Grantor, or any person or persons claiming under or through it.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered this 17th day of December, 2009 in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires:

[Signature]

Springfield Investment Company, Inc.

By:

[Signature]

Is:

[Signature]

Attest:

[Signature]

Is:

[Signature]
NORTH WEST PORTION OF THE GODLEY NO. 2 TRACT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 1878.0 ACRES AND LYING AND BEING IN THE 8TH G.M. DISTRICT OF CHATHAM COUNTY AND THE 9TH & 118TH G.M. DISTRICT OF ELLINGHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED BELOW AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE CENTER LINE INTERSECTION OF HODEVILLE ROAD WITH GEORGIA HIGHWAY NO. 30 THENCE S74°35'37"W A DISTANCE OF 178.2 FEET TO A 1" IRON PIPE LOCATED ON THE SOUTHERN RIGHT-WAY LINE OF GEORGIA HIGHWAY NO. 30, THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S12°31'51"W A DISTANCE OF 950.29 FEET TO A 1" IRON PIPE; THENCE S02°00'58"W A DISTANCE OF 373.22 FEET TO A 1" IRON PIPE; THENCE S76°33'26"E A DISTANCE OF 683.70 FEET TO A 5/8" REBAR; THENCE S76°53'25"E A DISTANCE OF 858.33 FEET TO A 3" IRON PIPE; THENCE S75°35'21"E A DISTANCE OF 141.23 FEET TO A 2" IRON PIPE; THENCE S75°36'14"E A DISTANCE OF 144.73 FEET TO A CONCRETE MONUMENT; THENCE S76°25'48"E A DISTANCE OF 127.89 FEET TO A 6" REBAR; THENCE S84°34'37"E A DISTANCE OF 296.64 FEET TO A 1" IRON PIPE; THENCE N16°04'01"E A DISTANCE OF 683.12 FEET TO A 5/8" REBAR; THENCE S71°16'48"E A DISTANCE OF 409.88 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE S71°12'58"E A DISTANCE OF 682.22 FEET TO A UNION BAG AND PAPER COMPANY MONUMENT; THENCE S04°10'11"W A DISTANCE OF 1049.64 FEET TO A 5/8" REBAR; THENCE S04°10'11"W A DISTANCE OF 26.0 FEET TO A POINT IN THE THREAD OF THE MAIN CHANNEL OF SAINT AUGUSTINE CREEK; THENCE CONTINUING ALONG SAID THREAD N86°12'56"W A DISTANCE OF 125.87 FEET TO POINT; THENCE CONTINUING ALONG SAID THREAD N83°39'23"W A DISTANCE OF 149.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N71°14'18"W A DISTANCE OF 316.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N79°31'22"W A DISTANCE OF 149.59 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N48°15'46"W A DISTANCE OF 116.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N88°31'06"W A DISTANCE OF 181.80 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N60°38'23"W A DISTANCE OF 208.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N88°59'55"W A DISTANCE OF 177.19 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N85°68'42"W A DISTANCE OF 122.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N83°16'00"W A DISTANCE OF 85.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N37°45'41"W A DISTANCE OF 75.13 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N80°37'31"W A DISTANCE OF 237.73 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S82°19'17"W A DISTANCE OF 84.25 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N73°28'36"W A DISTANCE OF 176.83 FEET TO A POINT; THENCE CONTINUING
ALONG SAID THREAD N48°22'40"W A DISTANCE OF 67.52 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N68°52'03"W A DISTANCE OF 212.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N33°41'30"W A DISTANCE OF 132.03 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N76°16'09"W A DISTANCE OF 107.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S53°28'50"W A DISTANCE OF 63.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N87°34'33"W A DISTANCE OF 162.28 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N82°22'37"W A DISTANCE OF 154.06 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S46°18'16"W A DISTANCE OF 74.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N80°07'08"W A DISTANCE OF 128.71 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N68°58'34"W A DISTANCE OF 67.65 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S86°01'51"W A DISTANCE OF 54.44 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S66°28'30"W A DISTANCE OF 161.87 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S98°37'58"W A DISTANCE OF 170.79 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S70°47'12"W A DISTANCE OF 287.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S79°27'59"W A DISTANCE OF 639.90 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S82°27'10"W A DISTANCE OF 474.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S82°30'12"W A DISTANCE OF 503.58 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S82°22'12"W A DISTANCE OF 410.30 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S78°34'51"W A DISTANCE OF 382.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S71°10'21"W A DISTANCE OF 318.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S71°06'23"W A DISTANCE OF 376.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S70°08'13"W A DISTANCE OF 418.14 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S68°18'40"W A DISTANCE OF 279.18 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S67°06'58"W A DISTANCE OF 317.16 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S66°06'36"W A DISTANCE OF 278.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S71°19'38"W A DISTANCE OF 196.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S42°04'20"W A DISTANCE OF 170.76 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S41°18'45"W A DISTANCE OF 274.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S42°61'11"W A DISTANCE OF 48.26 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N65°08'21"W A DISTANCE OF 23.01 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N78°28'47"W A DISTANCE OF 78.07 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S80°13'09"W A DISTANCE OF 166.33 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S68°26'64"W A DISTANCE OF 381.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S58°35'08"W A DISTANCE OF 114.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S35°40'44"W A DISTANCE OF 249.27 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S18°24'49"W A DISTANCE OF 195.47 FEET TO A POINT; THENCE CONTINUING
ALONG SAID THREAD S77°13'17"W A DISTANCE OF 83.75 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S63°27'48"W A DISTANCE OF 210.04 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S60°31'48"W A DISTANCE OF 190.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S31°47'16"W A DISTANCE OF 109.66 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N87°60'47"W A DISTANCE OF 145.28 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S75°24'01"W A DISTANCE OF 63.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S15°07'35"W A DISTANCE OF 100.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S38°29'18"W A DISTANCE OF 164.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S53°19'44"W A DISTANCE OF 87.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S61°05'38"W A DISTANCE OF 494.85 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N64°43'08"W A DISTANCE OF 86.31 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S81°21'06"W A DISTANCE OF 241.65 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S63°12'28"W A DISTANCE OF 101.87 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S15°33'18"W A DISTANCE OF 161.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S50°56'29"W A DISTANCE OF 109.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S11°54'08"W A DISTANCE OF 87.43 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S27°57'41"E A DISTANCE OF 79.64 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S28°37'67"W A DISTANCE OF 369.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S40°35'27"W A DISTANCE OF 89.46 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S14°55'30"W A DISTANCE OF 105.38 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S65°26'65"W A DISTANCE OF 202.83 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S17°48'10"W A DISTANCE OF 103.05 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S87°36'33"W A DISTANCE OF 160.59 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S50°36'25"W A DISTANCE OF 226.60 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD N65°11'33"W A DISTANCE OF 74.82 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S17°43'38"W A DISTANCE OF 148.29 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S28°25'28"W A DISTANCE OF 234.58 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S11°51'03"W A DISTANCE OF 27.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S41°54'20"W A DISTANCE OF 458.62 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S13°02'27"E A DISTANCE OF 66.31 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S65°49'67"W A DISTANCE OF 47.35 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S23°39'30"W A DISTANCE OF 136.14 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S44°58'35"W A DISTANCE OF 132.64 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S13°58'49"E A DISTANCE OF 111.46 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S21°28'55"E A DISTANCE OF 100.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S08°21'37"W A DISTANCE OF 227.33 FEET TO A POINT; THENCE CONTINUING
ALONG SAID THREAD S16°21'05"W A DISTANCE OF 302.11 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S15°07'57"E A DISTANCE OF 115.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S21°47'12"W A DISTANCE OF 273.02 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S61°53'32"W A DISTANCE OF 105.50 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S29°34'09"W A DISTANCE OF 116.10 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S32°43'04"W A DISTANCE OF 528.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S74°44'52"W A DISTANCE OF 288.79 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S40°33'56"W A DISTANCE OF 551.91 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S23°54'52"W A DISTANCE OF 302.08 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S52°18'62"W A DISTANCE OF 210.97 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S24°36'08"W A DISTANCE OF 201.08 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S44°19'48"W A DISTANCE OF 222.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID THREAD S08°48'35"W A DISTANCE OF 205.89 FEET TO A POINT; THENCE DEPARTING SAID THREAD OF SAINT AUGUSTINE CREEK N86°57'32"W A DISTANCE OF 824.07 FEET TO A 6/8" REBAR; THENCE N86°09'20"W A DISTANCE OF 1658.56 FEET TO A CONCRETE MONUMENT; THENCE S01°30'12"W A DISTANCE OF 641.64 FEET TO A 6/8" REBAR; THENCE N87°43'17"W A DISTANCE OF 1903.84 FEET TO A 1" IRON PIPE; THENCE N87°42'34"W A DISTANCE OF 121.34 FEET TO A 1" IRON PIPE; THENCE N87°19'24"W A DISTANCE OF 128.16 FEET TO A 1" IRON PIPE; THENCE N88°09'02"W A DISTANCE OF 114.42 FEET TO A 1" IRON PIPE; THENCE N87°52'33"W A DISTANCE OF 121.41 FEET TO A 1" IRON PIPE; THENCE N02°28'27"E A DISTANCE OF 308.11 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N86°10'05"W A DISTANCE OF 1412.98 FEET TO A 2" IRON PIPE; THENCE N87°49'30"W A DISTANCE OF 902.78 FEET TO A LIGHT WOOD HUB; THENCE S79°31'13"W A DISTANCE OF 712.14 FEET TO A 5/8" REBAR; THENCE S90°19'09"W A DISTANCE OF 1101.57 FEET TO A CONCRETE MONUMENT; THENCE N18°42'41"E A DISTANCE OF 3180.73 FEET TO A CONCRETE MONUMENT; THENCE S85°20'18"E A DISTANCE OF 273.28 FEET TO A LIGHT WOOD HUB; THENCE N35°08'44"E A DISTANCE OF 1120.86 FEET TO A CONCRETE MONUMENT; THENCE S88°47'42"E A DISTANCE OF 448.82 FEET TO A CONCRETE MONUMENT; THENCE S88°48'19"E A DISTANCE OF 428.14 FEET TO A CONCRETE MONUMENT; THENCE N64°09'63"E A DISTANCE OF 398.94 FEET TO A CONCRETE MONUMENT; THENCE N68°07'14"E A DISTANCE OF 49.60 FEET TO A CONCRETE MONUMENT; THENCE N56°08'00"E A DISTANCE OF 600.82 FEET TO A CONCRETE MONUMENT; THENCE N86°07'46"E A DISTANCE OF 336.28 FEET TO A LIGHT WOOD HUB; THENCE N88°38'41"W A DISTANCE OF 343.39 FEET TO A CONCRETE MONUMENT; THENCE N01°12'59"E A DISTANCE OF 171.83 FEET TO A CONCRETE MONUMENT; THENCE N19°18'43"W A DISTANCE OF 284.48 FEET TO A CONCRETE MONUMENT; THENCE N19°18'01"W A DISTANCE OF 369.83 FEET TO A CONCRETE MONUMENT; THENCE N18°09'43"W A DISTANCE OF 240.58 FEET TO A CONCRETE MONUMENT; THENCE N19°30'25"W A DISTANCE OF 80.33
FEET TO A CONCRETE MONUMENT; THENCE N20°26'27"W A DISTANCE OF
693.42 FEET TO A 5/8" REBAR; THENCE N18°10'40"W A DISTANCE OF 640.87
FEET TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT;
THENCE N08°23'16"E A DISTANCE OF 196.45 FEET TO A UNION BAG AND
PAPER COMPANY CONCRETE MONUMENT; THENCE S74°19'03"E A
DISTANCE OF 1266.14 FEET TO A UNION BAG AND PAPER COMPANY
CONCRETE MONUMENT; THENCE N18°47'32"E A DISTANCE OF 681.26 FEET
TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE
S69°27'36"E A DISTANCE OF 38.11 FEET TO A UNION BAG AND PAPER
COMPANY CONCRETE MONUMENT; THENCE S40°29'56"E A DISTANCE OF
622.29 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE
MONUMENT; THENCE S40°39'56"E A DISTANCE OF 242.22 FEET TO A UNION
BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N65°14'14"E
A DISTANCE OF 119.07 FEET TO A UNION BAG AND PAPER COMPANY
CONCRETE MONUMENT; THENCE N77°40'45"E A DISTANCE OF 303.05 FEET
TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE
N47°19'18"E A DISTANCE OF 116.79 FEET TO A UNION BAG AND PAPER
COMPANY CONCRETE MONUMENT; THENCE N73°17'22"E A DISTANCE OF
626.76 FEET TO A UNION BAG AND PAPER COMPANY CONCRETE
MONUMENT; THENCE N15°41'22"E A DISTANCE OF 594.41 FEET TO A UNION
BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE N27°04'45"E A
DISTANCE OF 340.29 FEET TO A UNION BAG AND PAPER COMPANY
CONCRETE MONUMENT; THENCE N82°27'44"E A DISTANCE OF 352.38 FEET
TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE
N13°56'58"E A DISTANCE OF 799.38 FEET TO A CONCRETE MONUMENT;
THENCE N14°49'27"E A DISTANCE OF 229.24 FEET TO A UNION BAG AND
PAPER COMPANY CONCRETE MONUMENT; THENCE N69°18'57"E A
DISTANCE OF 688.46 FEET TO A UNION BAG AND PAPER COMPANY
CONCRETE MONUMENT; THENCE S69°09'18"E A DISTANCE OF 198.33 FEET
TO A UNION BAG AND PAPER COMPANY CONCRETE MONUMENT; THENCE
S19°56'47"E A DISTANCE OF 330.38 FEET TO A UNION BAG AND PAPER
COMPANY CONCRETE MONUMENT; THENCE S20°51'50"E A DISTANCE OF
857.34 FEET TO A 5/8" REBAR; THENCE S 18°31'59"E A DISTANCE OF 311.62
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TO A 5/8" REBAR; THENCE S20°44'59"E A DISTANCE OF 1735.80 FEET TO A
5/8" REBAR; THENCE S20°27'58"E A DISTANCE OF 1011.78 FEET TO A 5/8"
REBAR; THENCE S20°32'59"E A DISTANCE OF 898.70 FEET TO A 5/8" REBAR;
THENCE S20°28'50"E A DISTANCE OF 238.26 FEET TO A LIGHT WOOD HUB;
THENCE N65°02'22"E A DISTANCE OF 281.82 FEET TO A 5/8" REBAR;
THENCE N65°44'22"E A DISTANCE OF 226.38 FEET TO A 5/8" REBAR;
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LESS AND EXCEPT:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND situate, lying and being in Chatham County, Georgia and being known and designated as a 5.14 acre portion of L.P.R.C. Godley #2 Tract as shown on that certain map or plat entitled “Stagecoach Recombination, a Recombination of The Hopkins Tract and A Portion of the International Paper Realty Corporation's Godley #2 Tract,” dated September 3, 2008, made by Vincent Helmly, GRLS No. 1882, and recorded in Plat Book 41P, Page 36, in the Office of the Clerk of Superior Court of Chatham County, Georgia. For a more particular description, reference is hereby made to the aforesaid subdivision map, which is specifically incorporated herein and made a part hereof. This conveyance is made subject to all zoning ordinances, easements, restrictive covenants and rights of way of record affecting said described property.

AND

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND CONTAINING 77.7 ACRES LYING AND BEING IN THE 8TH GM DISTRICT, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED AT THE INTERSECTION HODGEVILLE ROAD, AND GEORGIA HIGHWAY 30; THENCE S74°35'37"W A DISTANCE OF 178 FEET TO A 1" IPF LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE GEORGIA HIGHWAY 30 THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S12°31'51"W A DISTANCE OF 950.29 FEET TO A 1" IPF; THENCE S34°31'51"W A DISTANCE OF 580.01 FEET TO A 5/8" REBAR; THENCE N87°28'09"W A DISTANCE OF 2160.00 FEET TO A 5/8" REBAR; THENCE N14°28'09"W A DISTANCE OF 698.53 FEET TO A 5/8" REBAR; THENCE N49°06'15"E A DISTANCE OF 1050.53 FEET TO A 5/8" REBAR LOCATED ON THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 319.03 FEET TO A 5/8" REBAR, SAID CURVE HAVING A RADIUS OF 4979.56 FEET, WITH A CHORD BEARING OF S86°54'06"E, WITH A CHORD LENGTH OF 318.98 FEET; THENCE CONTINUING THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S5°32'30"W A DISTANCE OF 10.00 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 30 S89°07'30"E A DISTANCE OF 1755.13 FEET TO A 1" IPF THE POINT OF BEGINNING. THIS 77.7 ACRES BEING SHOWN ON A MAP OR PLAT DESCRIBED AS “PARCEL A & B BEING A SUBDIVISION OF A PORTION OF THE GODLEY 2 TRACT, 8TH GM DISTRICT, PORT WENWORTH, CHATHAM COUNTY, 9TH & 1159TH G.M. DISTRICT EFFINGHAM COUNTY, GEORGIA”, SURVEYED FOR ROY PATEL BY WILLIAMS AND ASSOCIATES, INC., LAND SURVEYORS, DATED NOVEMBER 14, 2006 AND RECORDED IN PLAT BOOK 37-S, PAGE 28A, CHATHAM COUNTY, GEORGIA PUBLIC RECORDS. FOR A MORE PARTICULAR DESCRIPTION, REFERENCE IS MADE TO THE AFOREMENTIONED PLAT FILED OF RECORD.
Tax Commissioner Summary

Status: ACTIVE

Alternate ID

Bill #

Tax District/Description: 070-POR Wentworth

Legal Description: E PT OF PARCEL D SUB OF PARCEL A BEING PT OF THE GODLEY 2 TRACT

Appeal Status

Parcel Status

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Parcel Information

Property Class: A5 - Agricultural Large Tracts

Mortgage Company: Exemptions

Most Current Owner

Current Owner: ANSGARHAY LLC

Co-Owner Care Of Mailing Address: 130 SAN MARCO DR TYBEE ISLAND GA 31328

Digest Owner (January 1)

Owner: ANSGARHAY LLC

Co-Owner Care Of Mailing Address: 130 SAN MARCO DR TYBEE ISLAND GA 31328

Tax (Penalties and Interest Included through Current Date)

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Payer Details

https://www.chathamtax.org/PT/Datalets/PrintDatalet.aspx?pin=71017 01017&gsp=RESIDENTIAL&taxyear=2021&jur=000&ownseq=0&card=1&roll=RE&State=...
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
419-1A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
419-1A

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, ANSGARHAY, LLC, has filed an application to rezone eight (8.0) +/- acres; from AR-1 to
I-1 for a surface mine; map and parcel number 419-1A, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on October 20, 2020 and notice of said hearing having been published in the
Effingham County Herald on September 30, 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 September 9, 2020; and

IT IS HEREBY ORDAINED THAT eight (8.0) +/- acres; map and parcel number 419-1A, located in the 2nd commissioner
district, is rezoned from AR-1 to I-1 with the following stipulations:

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
2. Development shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state
   federal jurisdictional waters or wetlands.
3. Business operator meets the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater
   Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to
   Development Services.
6. The subdivision plat must be approved by the Zoning Administrator.
7. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close out of this
   mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been
   reclaimed in an acceptable manner, a minor recombination subdivision plat shall be submitted to the County and the zoning
   of the property shall revert to AR-1.
8. Entrance drive/road into surface mine property is to be paved from edge of existing road (paved or unpaved) to County right
   of way or to radius joint. Pavement is to be at minimum 8" thick graded aggregate base course with 3" thick asphalt surface
   course.
9. Pavement section is to be 24 ft minimum width at County right of way, with a 30 ft radius on each side.
   a. Figure 1 of this section illustrates the surface mine entrance road requirements.
10. A driveway culvert is to be installed if the right of way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right of way.

11. The surface mine operator must install a sign facing the County road. The sign will include the following information:
   a. Surface mine company name
   b. Surface mine company phone number
   c. Surface mine's EPD permit number

12. “Trucks Entering Road” signs are also to be installed at locations to be determined by the County Engineer. A “Stop” sign is to be placed in the right of way to control trucks entering a County road from the surface mine operation.

13. Surface mine operator to maintain and keep clean the paved section within the County right of way, and the immediate area of the County road at the surface mine entrance.

14. Access into the surface mine property is to be secured with a locked gate that prevents access during non-business hours.

15. No trucks shall enter or exit the surface mine on any road in Effingham County. Access to the surface mine shall be limited to the easement in Chatham County.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This 3rd day of November, 2020

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: [Signature]
WESLEY M. CORBITT, CHAIRMAN

ATTEST:

[Signature]
STEPHANIE D. JOHNSON
COUNTY CLERK

FIRST/SECOND READING: 10/20/2020
11/03/2020
August 5, 2022

Teresa Concannon, AICP
Planning and Zoning Manager
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

Dear Teresa:

Please accept this correspondence as official notice that the City of Bloomingdale is in opposition to the zoning proposal on the Godley Road property. A speculative industrial land use that could include warehousing or container storage in that area and its impact on a City of Bloomingdale road is not feasible.

In addition, the City Council is in the process of considering a City Ordinance prohibiting truck traffic from traveling on the City owned portion of Godley Road and other roads in the area such as Stagecoach Road.

Please consider the City Council’s opposition to this zoning proposal and deny the proposal in its current form. Thank you for your consideration.

Sincerely,

[Signature]
Charles D. Akridge, City Administrator

CC: Mayor Baxter and City Council
Raymond Dickey, City Attorney
Eric Lawson, Effingham County Assistant County Manager
Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 15, 2022
Item Description: Cindy Howze as Agent for Mary E. Igou et al. requests to rezone 60.43 acres from AR-1 to I-1, for future industrial use. Located on Old Augusta Road and Abercorn Road. Map# 477 Parcels# 5,6,7 Map# 477A Parcels# 2,3,4,5

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 60.43 acres from AR-1 to I-1, for future industrial use, 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.
- This rezoning application was not referred for regional review, as no proposed use or site plan was submitted, and the acreage is below the threshold requiring a regional review for industrial rezoning.
- The parcels are adjacent to industrial zoned land to the south, east, and west. There is one AR-1 parcel at the southeast corner of Abercorn Rd and Old Augusta Rd, and I-1 and R-1 zoned property north of Abercorn Rd.
- The required buffer between I-1 and AR/R zoning districts is 300’. No concept plan has been submitted.
- Without a development plan, we cannot determine whether there is adequate space for industrial use, or whether a driveway onto Old Augusta Rd would comply with access management regulations.
- These parcels may be better used for commercial development, as the required buffer is 30’.
- The project site has frontage on Old Augusta Road, which is a designated truck route.

Alternatives
1. **Approve** the request to rezone 60.43 acres from AR-1 to I-1, for future industrial use, with conditions:
   1. A Sketch Plan must be submitted for approval by the Board of Commissioners.
   2. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
   3. Site development plans must comply with the County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, Access Management Regulations, and Ch. 34 Flood Damage Prevention.
   4. 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.
   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 60.43 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. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 7/8/2022

Applicant/Agent: Cynthia (Cindy) Howze

Applicant Email Address: howzefive@gmail.com

Phone # 912-663-2888

Applicant Mailing Address: 144 San Marco Dr

City: Tybee Island State: GA Zip Code: 31328

Property Owner, if different from above: Multiple Owners represented

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone # 

Owner’s Mailing Address: 

City: State: Zip Code: 

Property Location: Multiple properties - Old Augusta & Abercorn Roads

Proposed Road Access: Old Augusta Road

Present Zoning of Property: AR-1 Proposed Zoning: I-1

Tax Map-Parcel # 477A-2,3,4,5 Total Acres: 60.43 Acres to be Rezoned: 60.43

Lot Characteristics: Residential and undeveloped

WATER

☒ Private Well

☐ Public Water System

SEWER

☒ Private Septic System

☐ Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: Surrounding parcels requesting I-1 rezoning for warehousing, adapting to market conditions

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.
   
   residential & undeveloped

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   It will not once surrounding properties are industrial - zoned.

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

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   Rezoning to industrial to allow for trucking and warehousing.

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?
   
   It will follow zoning changes to nearby 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: Consolidated from Date 7/11/2003

[Signature]
Effingham County Zoning

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, Mary E. Igon, being duly sworn upon his/her oath, being of sound mind and legal age deposits 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: Cynthia (Cindy) Houze
Applicant/Agent Address: 444 San Marco Drive
City: Tybee Island State: GA Zip Code: 31328
Phone: 912-863-2585 Email: houzefive@gmail.com

Owner's signature: ____________________
Print Name: Mary E. Igon

Personally appeared before me Mary Igon (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__

Signature: ____________________
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 4/12/2009, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 828, page 204.

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 7th day of July, 2022

Notary Public, State of Georgia
RETURN TO SUSAN W. COX  
115 SAVANNAH AVE  
STATESBORO GA 30458  
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

ADMINISTRATRIX’S DEED

THIS INDENTURE, made and entered into this 15th day of April, in the year two thousand two, between CHARLOTTE E. JOHNSON and LISA E. PHILLIPS, the duly constituted and appointed Administratrixes of the estate of JESSE WILLIAM EXLEY, deceased, late of said county, of the first part, and MARY E. IGOU, of Rincon, Georgia, of the second part, witnesseth:

THAT WHEREAS the grantors herein were appointed the Administratrixes of the estate of JESSE WILLIAM EXLEY on February 14, 2001, by an order of the Probate Court of Effingham County, Georgia, and at the time of their appointment they were granted all of the powers set forth in O.C.G.A. § 53-12-232; and

THAT WHEREAS the debts of the estate have been paid and the estate fully administered, and the Administratrixes are now prepared to consummate the agreement with the heirs of the estate by dividing the remaining assets thereof:

NOW, THEREFORE, in consideration of the premises, and in the further consideration of the sum of Ten and no/100ths ($10.00) Dollars purchase money in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the said parties of the first part have sold, bargained, and conveyed, and by these presents do sell, bargain, and convey, unto the said MARY E. IGOU, her heirs and assigns, all that tract or parcel of land situated, lying, and being in the county of
Effingham and described as follows:

All that certain lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia, containing 21.16 acres, more or less, and being designated as Parcel -1A, 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 C, Slide 168, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

Parcel -1A is subject to the access easement as shown on said plat.

together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said MARY E. IGOU, her heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said JESSE WILLIAM EXLEY, deceased, in his lifetime.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

LISA E. PHILLIPS, as Administratrix of the Estate of JESSE W. EXLEY, Deceased

Signed, sealed and delivered in the presence of:

Witness

Notary Public

CHARLOTTE E. JOHNSON, as Administratrix of the Estate of JESSE WILLIAM EXLEY, Deceased
AUTHORIZATION OF PROPERTY OWNER

I, Lisa E Phillips, 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: Cynthia (Cindy) Howze
Applicant/Agent Address: 144 San Marco Drive
City: Tybee Island State: GA Zip Code: 31328
Phone: 912-663-2285 Email: howzefive@gmail.com

Owner's signature: Lisa E Phillips
Print Name: Lisa E Phillips

Personally appeared before me Lisa Phillips (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 7th day of July, 2022.

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 5/30/2010, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 640 page 332.

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
Return Recorded Document to:  File #: 319-30
Warren E. Hatchford
R.O. Box 1810, Springfield, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

DEED OF GIFT

This Indenture made this 30th day of May, 2000, between LISA E. PHILLIPS, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and LISA E. PHILLIPS and TIMOTHY E. PHILLIPS, JR., as 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).

W I T N E S S E T H that: Grantor, for and in consideration of the love and affection he/she has for the said Grantee, and the sum of ONE AND 00/100 ($1.00) Dollar together with other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant and convey, and by these presents does hereby give, grant, convey and confirm unto the said Grantee, all her undivided 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, containing 15.12 acres, more or less, known and designated as Parcel 2A, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated July 28, 1999, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 72-E, which is incorporated into this description by specific reference thereto.

Said plat showing the northeasterly boundary line lying in the center of the easement as shown on said plat above referred to and this deed is made subject to said easement running across the northeasterly boundary line of said property

This being the same property conveyed by Jesse W. Exley to Lisa E. Phillips as evidenced by that certain Deed dated December 3, 1999, recorded in Deed Book 605, page 393, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way 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 proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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:

[Signature]
Lisa E. Phillips (Seal)

Noteary Public

Noteary Public, Effingham County, Georgia
My Commission Expires: 12/15/2023

ADMINISTRATRIX'S DEED

THIS INDENTURE, made and entered into this 24th day of April, in the year two thousand two, between CHARLOTTE E. JOHNSON and LISA E. PHILLIPS, the duly constituted and appointed Administratrixes of the estate of JESSE WILLIAM EXLEY, deceased, late of said county, of the first part, and LISA E. PHILLIPS, of Rincon, Georgia, of the second part, witnesseth:

THAT WHEREAS the grantors herein were appointed the Administratrixes of the estate of JESSE WILLIAM EXLEY on February 14, 2001, by an order of the Probate Court of Effingham County, Georgia, and at the time of their appointment they were granted all of the powers set forth in O.C.G.A. § 53-12-232; and

THAT WHEREAS the debts of the estate have been paid and the estate fully administered, and the Administratrixes are now prepared to consummate the agreement with the heirs of the estate by dividing the remaining assets thereof;

NOW, THEREFORE, in consideration of the premises, and in the further consideration of the sum of Ten and no/100ths ($10.00) Dollars purchase money in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the said parties of the first part have sold, bargained, and conveyed, and by these presents do sell, bargain, and convey, unto the said LISA E. PHILLIPS, her heirs and assigns, all that tract
or parcel of land situated, lying, and being in the county of Effingham and described as follows:

All that certain lot, tract or parcel of land, lying and being in the 9th GND, Effingham County, Georgia, containing 5.00 acres, more or less, and being designated as Parcel -2B, as shown on that certain plat of survey prepared by Paul D. Wilder, registered land surveyor, dated July 28, 1999, and recorded in Plat Cabinet B, Slide 72-E, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said LISA E. PHILLIPS, her heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said JESSE WILLIAM EXLEY, deceased, in his lifetime.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

Signed, sealed and delivered in the presence of:

Witness

CHARLOTTE E. JOHNSON, as Administratrix of the Estate of JESSE WILLIAM EXLEY, Deceased

LISA E. PHILLIPS, as Administratrix of the Estate of JESSE W. EXLEY, Deceased
RETURN TO SUSAN W. COX
115 SAVANNAH AVE
STATESBORO GA 30458
STATE OF GEORGIA
COUNTY OF EFFINGHAM

ADMINISTRATRIX'S DEED

THIS INDENTURE, made and entered into this 15th day of April, in the year two thousand two, between CHARLOTTE E. JOHNSON and LISA E. PHILLIPS, the duly constituted and appointed Administratrixes of the estate of JESSE WILLIAM EXLEY, deceased, late of said county, of the first part, and DIANA LYNN SPIKES, of Rincon, Georgia, of the second part, witnesseth:

THAT WHEREAS the grantors herein were appointed the Administratrixes of the estate of JESSE WILLIAM EXLEY on February 14, 2001, by an order of the Probate Court of Effingham County, Georgia, and at the time of their appointment they were granted all of the powers set forth in O.C.G.A. § 53-12-232; and

THAT WHEREAS the debts of the estate have been paid and the estate fully administered, and the Administratrixes are now prepared to consummate the agreement with the heirs of the estate by dividing the remaining assets thereof;

NOW, THEREFORE, in consideration of the premises, and in the further consideration of the sum of Ten and no/100ths ($10.00) Dollars purchase money in hand paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the said parties of the first part have sold, bargained, and conveyed, and by these presents do sell, bargain, and convey, unto the said DIANA LYNN SPIKES, her heirs and assigns, all that tract or parcel of land situated, lying, and being in the county of
Effingham and described as follows:

All that certain lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia, containing 15 acres, more or less, and being designated as Parcel 1C, 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 268B, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

Together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said DIANA LYNN SPIKES, her heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said JESSE WILLIAM EXLEY, deceased, in his lifetime.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year above written.

Signed, sealed and delivered in the presence of:

Witness

LISA E. PHILLIPS, as Administratrix of the Estate of JESSE W. EXLEY, Deceased

Signed, sealed and delivered in the presence of:

Witness

CHARLOTTE E. JOHNSON, as Administratrix of the Estate of JESSE WILLIAM EXLEY, Deceased
AUTHORIZATION OF PROPERTY OWNER

JERRY & GAIL PHILLIPS, 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: Cynthia (Cindy) Howze
Applicant/Agent Address: 144 San Marco Dr
City: Tybee Island State: GA Zip Code: 31328
Phone: 912-486-3288 Email: howzefive@gmail.com

Owner's signature: [Signature]
Print Name: Jerry & Gail Philips

Personally appeared before me JERRY & GAIL PHILLIPS (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 28th day of June, 2022.

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

10/5/1998

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 514 page 354.

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 28th day of June, 2022.

Stephanie Boggs

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

THIS INDENTURE, Made the 5TH day of October, 1997, between JAMES H. SMOKE of the FIRST PARTY, and JEAN B. PHILLIPS and GAIL PHILLIPS of the SECOND PARTY,

WITNESSES: 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 grant, bargain, sell and convey unto SECOND PARTY, their heirs and assigns, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th S.W. District, Effingham County, Georgia, known and designated as Lot Number 2, Abersorn Acres Subdivision. Said parcel of land is bounded on the north by Lot 1, said subdivision; on the east by a line of lands of James M. Exley; on the south by Lot 3, said subdivision and on the west by Old Augusta Road aka County Road Number 123.

Express reference is hereby made to a plat of said lands made by Wilder Surveying & Mapping, dated June 15, 1997, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet 6, file 394-V, which is incorporated into this description by specific reference thereto.

This being the same property conveyed by deed from James W. Exley to James H. Smoke described in last warranty deed dated March 20, 1997, recorded in Deed Book 421, page 699, aforesaid records.

SUBJECT, however, to restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, easements, burdens, incumbrances, improvements, easements, and appurtenances thereto belonging or in any wise appertaining unto SECOND PARTY, their heirs and assigns, FOREVER IN FE Fee SIMPLE with full warranty of TITLE to said property against the claims of all persons whomever.

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

Signed, sealed and delivered in the presence of:

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AUTHORIZATION OF PROPERTY OWNER

I, Pamela & Timothy Whitfield, 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: Cynthia (Cindy) Howze
Applicant/Agent Address: 144 San Marco Drive
City: Tybee Island State: GA Zip Code: 31328
Phone: 912-633-2288 Email: how泽five@gmail.com

Owner's signature: ____________________________
Print Name: ____________________________

Personally appeared before me Pamela & Timothy Whitfield (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 29th day of June, 2022.

Stephanie L. Rosser
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

10/10/2018, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 249, page 204-205.

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: Patricia Whitfield
Print Name: Patricia G Whitfield

Owner’s signature: Timothy W Whitfield
Print Name: Timothy W Whitfield

Sworn and subscribed before me this _______ day of ________, 2022.

__________________________
Notary Public, State of Georgia
STATE OF GEORGIA 
COUNTY OF CHATHAM 

LIMITED WARRANTY DEED

THIS INDENTURE, made this 10 day of Oct, in the year Two Thousand and Eighteen, between Lanier Renaissance, Inc., hereinafter called GRANTOR, and Timothy W. Whitfield and Pamela Gwen Whitfield, as Joint Tenants With Rights of Survivorship, 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/100 and other good and valuable consideration ($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, alined, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee as tenants in common, for and during their 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, executors, administrators and assigns of said survivors, all of the following described property, to-wit:


Subject to any Easements or Restrictions 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 proper use, benefit, and behoof of the said Grantee forever in FEE SIMPLE. Grantor expressly covenants that Grantor is seized of 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 Grantor thereof are free and clear of any liens, claims or encumbrances whatever whereby the title to said property may in anywise be charged, changed, impaired or defeated and that the Grantor will forever WARRANT and DEFEND the said premises against the lawful claims of all persons owning, holding or claiming by, through or under the said Grantor.

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:

Unofficial Witness

Lanier Renaissance, Inc.

By: Marion Thomas Lanier, III, Authorized Signatory

Notary Public

Sean Kenneth Reed
NOTARY PUBLIC
Bryan County, GEORGIA
My Commission Expires December 25, 2021
AUTHORIZATION OF PROPERTY OWNER

I, Shelli M. Whittle, 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: Cynthia (Cindy) Howze
Applicant/Agent Address: 144 San Marco Dr
City: Tybee Island State: GA Zip Code: 31328
Phone: 912-886-2288 Email: howzefive@gmail.com

Owner’s signature: Shelli M. Whittle
Print Name: Shelli M. Whittle

Personally appeared before me Shelli M. Whittle (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 28th day of June, 2022.

Stephanie L. Ross
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

4/1/2007

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1012, page 467.

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: Shelli M. Whittle
Print Name: Shelli M. Whittle

Owner’s signature:
Print Name:

Owner’s signature:
Print Name:

Sworn and subscribed before me this 28th day of June, 2012.

Stephanie Ross
Notary Public, State of Georgia

Rev 01132022
STATE OF GEORGIA  
COUNTY OF GEORGIA  

QUIT CLAIM DEED

FOR $1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned Grantor hereby does by these presents release, remise, and forever quitclaim unto Grantees:

DANA K. WHITTLE and SHELLI M. WHITTLE as Joint Tenants  
With Rights of Survivorship and not as tenants in common,

and/or their heirs, successors and assigns, all the right, title, interest, claim or demand that the undersigned may have or have had in and to the following described property:

SEE EXHIBIT "A" ATTACHED.

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, Grantor has signed and sealed this deed on this ______ day of APRIL, 2007.

DANA WHITTLE, Grantor

Signed, sealed, and delivered in the presence of:

[Signatures]

WITNESS

[Signature]

NOTARY PUBLIC

[Seal]
AUTHORIZATION OF PROPERTY OWNER

I, Robert J. Jovan, 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: Cynthia (Cindy) Howze
Applicant/Agent Address: 144 San Marco Dr
City: Tybee Island State: GA Zip Code: 31328
Phone: 912-884-2288 Email: howzefive@gmail.com

Owner's signature: Robert Jovan
Print Name: Robert J. Jovan

Personally appeared before me Robert J. Jovan (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 8th day of July, 2022.

Stephanie R. Rosser
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 3/27/2007, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1607, page 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 ____________________________

Print Name Robert J. Jovan

Owner's signature ____________________________

Print Name ____________________________

Owner's signature ____________________________

Print Name ____________________________

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

______________________________
Notary Public, State of Georgia
STATE OF GEORGIA
)
COUNTY OF EFFINGHAM
)

QUITCLAIM DEED PAGE

01507 01507 01507

THIS INDENTURE, made this 31st day of March, 2007, between JAN J. JOVAN, of Effingham County, Georgia, as Party of the first part, hereinafter called Grantor, and ROBERT J. JOVAN, 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 dollar ($1.00) 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, release, convey and forever QUITCLAIM unto the said Grantee, their heirs, executors, administrators and assigns, all of their right, title, and interest in and to the following described property, to wit:

ALL HER INTEREST IN AND TO: 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 Five 5), Abercorn Acres Subdivision and more particularly described on that certain map or plat of survey prepared by Paul D. Wilder, Ga. RLS #1559, dated June 19, 1997, and recorded in Plat Cabinet A, Slide 394-F, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, said map or plat being specifically incorporated hereinafter and made a part hereof by reference for a complete description of said property.

This being the same property conveyed by James H. Smocks to Robert J. Jovan and Jan J. Jovan as evidenced by that certain Warranty Deed dated May 1, 1998, recorded in Deed Book 477, page 234, aforesaid records.

SUBJECT: HOWEVER to all valid restrictive covenants, easements and rights-of-way of record.

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, Grantor have signed and sealed this deed, the day and year first above written.

TITLE NOT EXAMINED BY SCRIVENER

Signed, sealed and delivered in the presence of:

JAN J. JOVAN
(SEAL)

TRACY L. MORELOCK
Notary Public - Arizona

Commission Expires: January 31, 2010