**EFFINGHAM COUNTY PLANNING BOARD**  
(TENTATIVE) MEETING AGENDA  

_Effingham County Administrative Complex_  
Commission Meeting Chambers  
804 S. Laurel Street, Springfield, GA 31329  
July 18, 2022 – 6PM  

Public Meetings are aired live on Effingham County’s YouTube channel:  
https://www.youtube.com/user/EffinghamCountyGA

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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.

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<td><strong>IV. Agenda Approval</strong></td>
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<td>01 Public Hearing Gloria Sheppard</td>
<td>requests to <strong>rezone</strong> 2 OF 45 +/- acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 2306 Sandhill Road. (First District) [Map# 300 Parcel# 6]</td>
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<td>02 Public Hearing Etheridge Dasher</td>
<td>requests to <strong>rezone</strong> 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South. (First District) [Map# 326 Parcel# 15]</td>
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<td>05</td>
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<td>Rezone</td>
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<td><strong>16 Public Hearing</strong></td>
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<td><strong>VIII. Adjournment</strong></td>
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Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Gloria Sheppard requests to rezone 2 of 46.99 acres from AR-1 to AR-2 to allow for the creation of a home site. Located at 2306 Sandhill Road. Map# 300 Parcel# 6

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

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

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

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

Recommended Alternative: 1

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____ DISAPPROVAL _____

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

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

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

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

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

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

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

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

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

Application Date: 5-20-22

Applicant/Agent: Gloria Sheppard

Applicant Email Address: GloriaSheppard75@gmail.com

Phone #: 912-657-5877

Applicant Mailing Address: 2306 Sandhill Rd.

City: Glynn

State: GA

Zip Code: 31312

Property Owner, if different from above: ____________________________

Include Signed & Notarized Authorization of Property Owner

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

Phone #: ______________________________

Owner’s Mailing Address: ______________________________

City: ______________________________ State: ________________ Zip Code: ________________

Property Location: 2306 Sandhill Rd.

Proposed Road Access: Sandhill Rd.

Present Zoning of Property: AR-1

Proposed Zoning: ______________________________

Tax Map-Parcel # 300-6

Total Acres: 4.45

Acres to be Rezoned: 2

Lot Characteristics: ______________________________

WATER

X Private Well

Public Water System

If public, name of supplier: ______________________________

SEWER

X Private Septic System

Public Sewer System

Justification for Rezoning Amendment: ______________________________

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

North __________ South __________ East __________ West __________

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

   Home Site

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.

   Home Site

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

   Home Site

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?

   NA

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 5-20-22

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

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

Owner’s signature ____________________________
Print Name ________________________________

Owner’s signature ____________________________
Print Name ________________________________

Owner’s signature ____________________________
Print Name ________________________________

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

Chelsie Fernand
Notary Public, State of Georgia

Rev 01132022
STATE OF GEORGIA
COUNTY OF EFFINGHAM

QUITCLAIM DEED

THIS INDENTURE, made this 29th day of October, 1996, between RABURN H.

SHEPPARD, of Effingham County, State of Georgia, as party of the first part, hereinafter called

Grantor, and GLORIA G. SHEPPARD, as party of the second part, hereinafter called Grantee

(the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns

where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND

NO/100 ($1.00) DOLLARS, and other good and valuable considerations, in hand paid at and

before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by

these presents does hereby remise, release, convey and forever QUITCLAIM unto the said

Grantee, his heirs, executors, administrators and assigns, all of his right, title, and interest in and

to the following described property, to wit:

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

TO HAVE AND TO HOLD the said described premises unto said Grantee, so that

neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means
or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights
thereof.

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

[Signature]
RABURN H. SHEPPARD

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

[Seal]
NOTARY PUBLIC
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

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

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

Item Description: Etheridge Dasher requests to rezone 2 acres from AR-1 to AR-2 to allow for future recombination with an adjacent parcel. Located on 4224 Highway 17 South. Map# 326 Parcel# 15

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

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

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

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

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
Attachment: Rezoning application and checklist, Ownership certificate/authorization
Funding: N/A

Plat, 4. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

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

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

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

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

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

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

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

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

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

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

Application Date: 10.10.2022

Applicant/Agent: [Signature]

Applicant Email Address: dashersup@planters.net

Phone #: 912-596-5435

Applicant Mailing Address: 4224 Hwy 17 South
Glynn Ga 31312

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

Owner’s Email Address (if known): [Signature]

Phone #: [Signature]

Owner’s Mailing Address: [Signature]

Property Location: 4224 Hwy 17 South

Proposed Road Access: Hwy 17 South


Tax Map-Parcel #: 3810-15 Total Acres: 2 Acres to be Rezoned: 2

Lot Characteristics: [Signature]

WATER

✓ Private Well

Public Water System

If public, name of supplier: [Signature]

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

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

North South East West

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

   Residence

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

   yes

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

   home sites for children

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

   residential

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

   homes for children

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

   NO

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

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

11/17/1977, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 12, page 34.

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

Owner's signature: Ethridge A. Dasher

Print Name: Ethridge A. Dasher

Owner's signature: ________________________________

Print Name: ________________________________

Owner's signature: ________________________________

Print Name: ________________________________

Sworn and subscribed before me this 22nd day of October, 2021.

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

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

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

Name of Applicant/Agent: Karen Dasher

Applicant/Agent Address: 4224 Hwy 17 South

City: Guyton State: GA Zip Code: 31312

Phone: 912.596.1591 Email:

Owner's signature: Etheridge A. Dasher

Print Name: Etheridge A. Dasher

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

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

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

Kathleen Dunnigan
Notary Public, State of Georgia

Rev 05052021
DEED OF GIFT FROM FRANK W. DASHER
TO ETHERIDGE A. DASHER

STATE OF GEORGIA   COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 12th day of November in the year of our Lord One Thousand Nine Hundred and seventy-seven between FRANK W. DASHER of the FIRST PART, and ETHERIDGE A. DASHER of the SECOND PART,

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

All that certain tract or parcel of land situate, lying and being in the 1559th G.N. District of Effingham County, Georgia, containing Two (2) acres, more or less, and being bounded on the northeast by lands of Frank W. Dasher on which it has a frontage of 210 feet; on the southeast by lands of Frank W. Dasher on which it has a frontage of 410 feet; on the southwest by lands of Frank W. Dasher on which it has a frontage of 210 feet, and on the northwest by lands of Frank W. Dasher on which it has a frontage of 410 feet.

Express reference is hereby made to a plat of said land made by Roger A. Dozier, Registered Land Surveyor #010210, dated November, 1977, recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Record Book 19, page 34, for better determining the metes and bounds of said lands herein conveyed.

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

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

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

[Signature]
FRANK W. DASHER (SEAL)

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

[Signature]
M. E. SCHUYTER
Notary Public

RECORDED JANUARY 23, 1978

[Signature]
E. Elizabeth Jolley, Deputy Clerk
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

[Signature]

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
PLOT PLAN
(PROPOSED CONSTRUCTION)

FOR:

ETHERIDGE A. DASHER

1563 1/2 C.M.D.
EFFINGHAM COUNTY, GEORGIA
SCALE 1" = 50' NOV. 1977
PLAT BY LUTHER RYERSON
OCT. 28, 1946

(TAB. 1241)
Staff Report

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

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

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

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

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

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

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

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

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

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

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

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

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

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

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

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

Application Date: 

Applicant/Agent: Hampton Lee w/ TPHC, Inc. 

Applicant Email Address: hampton@TPHousingCenter.com 

Phone #: 912-293-6158 

Applicant Mailing Address: 5260 Hwy 280 W

City: Claxton State: GA Zip Code: 30417 

Property Owner, if different from above: Nancy Gordon 

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone #: 912-547-8306 

Owner’s Mailing Address: PO Box 214

City: Eden State: GA Zip Code: 31307 

Property Location: 295 N Magnolia Dr. 

Proposed Road Access: 


Tax Map-Parcel #03280002 Total Acres: 7.88 Acres to be Rezoned: 2.19 7.88 

Lot Characteristics:

WATER

✓ Private Well

SEWER

✓ Private Septic System

✓ Public Water System

✓ Public Sewer System

If public, name of supplier:

Justification for Rezoning Amendment: New family residence

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

North AR-1 South AR-1 East AR-1 West AR-1 

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

Residential

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

No

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

Residential

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

Residential

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

The 200 acres being cut out is being used for a Mortgage to place family on the parcel. (Parcel Section - lot 3 is future home site)

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

No

Applicant Signature: [Signature]

Date 5-11-22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

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

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

Owner’s signature Nancy C. Gordon
Print Name Nancy C. Gordon

Owner’s signature
Print Name

Owner’s signature
Print Name

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

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, ____________________________________________, 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: Hampton Lee w/ TPHC, Inc.

Applicant/Agent Address: 5260 Hwy 280 W

City: Claxton State: GA Zip Code: 30417

Phone: 912-293-4158 Email: hampton@TPHousingCenter.com

Owner's signature: ____________________________________________

Print Name: ____________________________________________

Personally appeared before me ____________________________________________ (Owner print)

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

Sworn and subscribed before me this ______ day of May, 20______

__________________________________________

Notary Public, State of Georgia

Comm. Exp. 09/03/23

Toombs County, GA

Rev 01132022
QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF ELLINGHAM

THIS INDENTURE, Made the 29th
day of February, 2022 between NANCY C.
WILLIAMS nka NANCY C. GORDON the FIRST PART, and NANCY C. GORDON of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and $100
($100.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby bargain, sell, and by these presents remise, release, and forever QUIET CLAIM to the SECOND PARTY, her
heirs, executors, administrators and assigns, all the right, title, interest, claim, options and demands,
which the said FIRST PARTY has or may have in and to the following real estate, to wit:

All that certain tract or parcel of land situate, lying and being in the 155th G.M. District of
Ellingham County, Georgia, containing Five and Sixty-nine Hundredths (.59) acres, more or
less, and being known and designated as Parcel One (1), as shown on the plat thereof hereinafter
referred to. Said parcel of land being bounded on the Northwest by lands of the University of
Georgia; on the East by lands of James Andrews; on the South and Southeast by Magnolia Drive,
and on the West and on the South by lands of Wayne Brantley.

Also, All that certain tract or parcel of land situate, lying and being in the 155th G.M. District of
Ellingham County, Georgia, containing Two and Nineteen Hundredths (2.19) acres, more or
less, and being known and designated as Parcel Two (2), as shown on the plat thereof hereinafter
referred to. Said parcel of land being triangular in shape and being bounded on the Northwest by
Magnolia Drive; on the Northeast by lands of Hammond and by lands now or formerly of Pevey,
and on the South by lands of Pevey.

Express reference is hereby made to the plat of said lands made by Adolph N. Michels, R.L.S.
#1323, dated April 9, 2019 and recorded in the Office of the Clerk of the Superior Court of
Ellingham County, Georgia, in Plat Book 28, Page 526, for better determining the metes and
bounds of said lands herein conveyed.

This being the same property conveyed by Right of Survivorship Deed from Charles E. Williams to
Charles E. Williams and Nancy C. Williams by Deed dated May 31, 2019 and recorded in the
Office of the Clerk of the Superior Court of Ellingham County, Georgia, 2528, Page 27.

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

SUBJECT, to restrictive covenants and easements of record.

SCRIVENER HAS NOT EXAMINED TITLE AND DOES NOT CERTIFY SAME.

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

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

[Seal]
NANCY C. GORDON

[Seal]
NANCY C. WILLIAMS

Signed, sealed and delivered

In the presence of:

Unofficial Witness

Notary Public

Official Witness
6/2/2022

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

Sincerely,

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
NOTE: SUBJECT PROPERTY IS A DIVISION OF MAP & PARCEL 328-02 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP EFFINGHAM COUNTY, GEORGIA REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLAIN).

SURVEYORS CERTIFICATION

SURVEY FOR
CHARLES E. & NANCY C. WILLIAMS
SURVEY OF 7.88 ACRES DIVIDED INTO TWO PARCELS
LOCATED IN THE 1559TH.G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 04 APR 2019
PLAT DRAWN 09 APR 2019
The field data upon which this map or plat is based has a closure precision of one foot in 30,000 feet, and an angular error of 2" per degree point, and was adjusted using least squares.

This map or plat has been calculated for closure and is found to be accurate within one foot in 100,000 feet. The survey was made without benefit of a title search. This plat is subject to all recorded easements and restrictions.

This plat is valid only for the property owners named herein.

According to the F.E.M.A. map the property is not located in a flood hazard zone. Equipment used: "Topcon ES-103 and Carlson Software"

To the best of my knowledge, information and belief at angles, bearings, elevations, coordinates, distances and references the property is as described in the plat recorded in the Records of Effingham County, Georgia. I was employed to make the survey of the above described parcel of land.

This survey complies with both the code of the Georgia board of registration for professional engineers and land surveyors and the official code of Georgia (O.C.G.A.) 11-9A-47 as amended. I hereby certify that the boundaries of the land described have been determined by the methods and procedures of the science and art of surveying.

The undersigned, as owner or owner's agent, does hereby certify that the information contained herein is true and correct.

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The undersigned, as owner or owner's agent, does hereby certify that the information contained herein is true and correct.

As required by subsection (b) of O.C.G.A. Section 6-8-7, this deed has been recorded by the Effingham County Recorder's Office and is available for public inspection.

This plat is recorded in book B, page 300, of the Plat Records of Effingham County, Georgia. It is indexed in the Plat Index under the name of Mr. John Doe.

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As required by subsection (b) of O.C.G.A. Section 6-8-7, this deed has been recorded by the Effingham County Recorder's Office and is available for public inspection.
Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Lynn Jean Grimes requests to rezone 2.33 of 9.43 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 1411 Goshen Road. Map# 451 Parcel# 24

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

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant wishes to create a homesite for a family member.
- As the proposed 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 2.33 of 9.43 acres from AR-1 to AR-2, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 and AR-2 zoning districts.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 2.33 of 9.43 acres from AR-1 to AR-2.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
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 **Lynn Jean Grimes** – (Map # 451 Parcel # 24) from **AR-1** to **AR-2** zoning.

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

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

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

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

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

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

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

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

Application Date: May 9, 2022

Applicant/Agent: Lynn Jean Grimes
Applicant Email Address:igg1ig53@yahoo.com
Phone #: 912 675-6038

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

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

Owner’s Email Address (if known):

Owner’s Mailing Address:

City: __________________________ State: _______ Zip Code: __________

Property Location: 1411 Goshen Rd

Proposed Road Access: Private driveway off Goshen Rd

Present Zoning of Property: AR1 Proposed Zoning: AR2

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

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

WATER

X Private Well

_____ Public Water System

SEWER

X Private Septic System

_____ Public Sewer System

If public, name of supplier: ________________________________

Justification for Rezoning Amendment: A building another residence

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.

   My Residence

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.

   To build another residence, new home

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

   All residential

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

   I will build another residence

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

   No

Applicant Signature: Lynda Jane Smith  Date: May 9, 2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

Lynn Jean Grimes

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

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

Owner’s signature: Lynn Jean Grimes
Print Name: Lynn Jean Grimes

Owner’s signature
Print Name

Owner’s signature
Print Name

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

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

ASSENT TO DEVISE

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

Darrell M. O'Neal
Environmental Health County Manager
Effingham County Health Department
NOTE: SUBJECT PROPERTY IS A
DIVISION OF MAP & PARCEL 0451
024 OF THE EFFINGHAM COUNTY
TAX ASSESSORS FILE.

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY
ZONING ADMINISTRATOR.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE
RATE MAP, EFFINGHAM COUNTY, GEORGIA REFERENCING THE
CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA DATED
3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE
THE 100 YEAR FLOODPLAIN).

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

MINOR SUBDIVISION
A FAMILY DIVISION

SURVEY FOR
LYNN J GRIMES
SURVEY TO DIVIDE A 9.43
AC. TRACT INTO 2 PARCELS
MAP & PARCEL 04510024
LOCATED IN THE 09TH. G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 15 APR 2022
PLAT DRAWN 15 APR 2022
Staff Report

Subject: Rezoning (Third District)
Author: Teresa Concanon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Bobby Lee Dotson & Ambrayana Dotson as Agents for Robbie Lee & Helen Roper request to rezone 1.83 of 20.18 acres from AR-1 to AR-2, to allow for the creation of a home site. Located at 896 Egypt Ardmore Road. Map# 245 Parcel# 13

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

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

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

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

Recommended Alternative: 1

Other Alternatives: 2

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL________ DISAPPROVAL_____

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

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

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

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

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

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

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

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

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

Application Date: ______________

Applicant/Agent:  Bobby Lee Dotson & Amples Audrayanca Dotson

Applicant Email Address: bobbydotson31@gmail.com

Phone # 912-841-2736

Applicant Mailing Address: 100 Lord Effingham Dr

City: Rincon  State: GA  Zip Code: 31326

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

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ________________________________________________

Phone # 912-656-6938

Owner’s Mailing Address: 896 Egypt Ardmore Rd

City: Springfield  State: GA  Zip Code: 31329

Property Location: Effingham County GA

Proposed Road Access:  Easement


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

Lot Characteristics: Grassy with some trees

WATER

[ ] Private Well  [ ] Private Septic System

[ ] Public Water System  [ ] Public Sewer System

If public, name of supplier: ______________________________________________________

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

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

North  [ ] AR-2  South  [ ] AR-1  East  [ ] AR-1  West  [ ] AR-1

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

None

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

No

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

Residential

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

Residential

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

More Residential

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

No

Applicant Signature: ____________________________ Date: 6-6-2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the 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 1381 page 201.

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

Owner’s signature ____________________________
Print Name ____________________________

Owner’s signature ____________________________
Print Name ____________________________

Owner’s signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this __________ day of __________, 20__

________________________
Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: [Name], [Name]
Applicant/Agent Address: 100 Lord Effingham Dr
City: Rincon, GA State: GA Zip Code: 31326
Phone: 912-844-2736 Email: [Email]

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

Personally appeared before me [Owner print] (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 June, 20__.

[Notary Public Signature]
Notary Public, State of Georgia

Rev 01132022
RETURN TO:
REDERICK & ESSL CV
ATTORNEYS AT LAW
P.O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

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

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-4-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to wit:

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

This being the same property conveyed by deed from Eugene Roper, as Administrator of the Estate of Alberta Roper to H.B. Bahn, dated July 2, 2002 and recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Deed Book 91S, page 295.

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

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

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

SUBJECT, to restrictive covenants and easements of record.

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

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

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

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

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

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

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

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

Item Description: Franklin & Gaylon Smith requests to rezone 12.01 acres from AR-1 to AR-2 to allow for a 3-lot subdivision. Located at 200 Clyo Shawnee Road. Map# 313 Parcel# 30

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

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

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

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

Recommended Alternative: 1 Other Alternatives: 2

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______  DISAPPROVAL_______

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

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

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

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

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

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

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

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

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

Application Date: 6-8-2022

Applicant/Agent: Franklin Smith & Gaylen Smith

Applicant Email Address: ____________________________

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

Applicant Mailing Address: 1954 Old Dixie Hy

City: Clay State: GA Zip Code: 31329

Property Owner, if different from above: N/A

Owner’s Email Address (if known): ____________________________

Phone # ____________________________

Owner’s Mailing Address: ____________________________

City: ____________________________ State: _______ Zip Code: _______

Property Location: 200 Clay Shawnee Rd

Proposed Road Access: Clay Shawnee & Old Dixie Hy.

Present Zoning of Property: AR1 Proposed Zoning: AR2

Tax Map-Parcel # 03130-030-000 Total Acres: 12.01 Acres to be Rezoned: 12.01

Lot Characteristics: Vacant

WATER

✓ Private Well

✓ Public Water System

If public, name of supplier: ____________________________

SEWER

✓ Private Septic System

✓ Public Sewer System

Justification for Rezoning Amendment: Home Sites

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

North _______ South _______ East _______ West _________

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

   Timber - Farm

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

   Yes

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

   Home sites

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

   Homes

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

   Same as adjacent & nearby property

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

   No

Applicant Signature: [Signature]

Date: ____________
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 9-28-2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2626 page 654.

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

Owner’s signature ____________________________
Print Name Franklin Smith

Owner’s signature ____________________________
Print Name Gaylen T. Smith

Owner’s signature ____________________________
Print Name ____________________________

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

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

I, _______ Gaylon Smith _______, 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: Gail Smith

Applicant/Agent Address: P.O. Box 427


Phone: 912-754-3522 Email: 

Owner’s signature: Gaylon T. Smith

Print Name: Gaylon T. Smith

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

Who swears before 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 June 2022.

Mary J. Brown
Notary Public, State of Georgia

Rev 01132022
SURVIVORSHIP DEED

STATE OF GEORGIA

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

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, convey and confirm unto the said parties of the SECOND PART, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, then to the heirs, executors and assigns of the survivor, the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District of Effingham County, Georgia, containing Twelve and One Tenth (12.1) acres, more or less, that is shown and more particularly described by the plat of survey made by Paul D. Wilder, R.L.S. #1559, dated January 18, 1964, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book 17, Page 180, which is incorporable into this description by specific reference thereto.

This being the same property conveyed by James T. Saxon to Gloria Delores Saxon as evidenced by that certain Gift Deed dated June 30, 1984 and recorded in Deed Book 362, Page 233, aforementioned records and further conveyed by deed from Gloria Delores Saxon to James Christopher Saxon dated September 22, 2006 and recorded in said Clerk’s Office in Deed Book. 1522, Page 121.

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

SUBJECT, ALSO, to the easements to Savannah Electric and Power Company recorded in Deed Book 98, Page 305, Deed Book 251, Page 339 and Deed Book 414, Page 557.

SUBJECT, to restrictive covenants and easements of record.

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

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

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

Signed, sealed and delivered in the presence of:

[Seal]

JAMES CHRISTOPHER SAXON

Unofficial Witness

[Seal]

Linda L. Burk
Notary Public

[Seal]

Belinda M. Pellett
Notary Public
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

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

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

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

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

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

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

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

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______

DISAPPROVAL______

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

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

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

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

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

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

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

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

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

Application Date: 6/8/2023

Applicant/Agent: Beverly Sapp

Applicant Email Address: bsapp101@yahoo.com

Phone #: 912-508-1928

Applicant Mailing Address: 121 Needlepoint Dr.

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: ________________________________

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): ________________________________

Phone #: ________________________________

Owner’s Mailing Address: ________________________________

City: ________________________________ State: __________ Zip Code: __________

Property Location: 121 Needlepoint Dr. Guyton, GA 31312

Proposed Road Access: Needlepoint Drive


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

Lot Characteristics: residence, wetlands in back

WATER

☑️ Private Well

☐ Public Water System

SEWER

☑️ Private Septic System

☐ Public Sewer System

If public, name of supplier: ________________________________

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

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

North __________ South __________ East __________ West __________

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

residence

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

yes

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

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

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

residential

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

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

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

No.

Applicant Signature: [Signature]

Date: 6/18/22
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

Sept 23, 2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2261 page 44-45

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

Owner’s signature

Beverly Sapp

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

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

[Notary Seal]

Notary Public in and of the State of Georgia

Rev 05052021
RETURNED DOCUMENT TO:
Carellas & Newberry P.C.
440 Silverwood Centre Drive
Post Office Box 2599
Rincon, Georgia 31326

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

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

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

See Exhibit "A" Attached

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

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

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

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

Signed, sealed and delivered in the presence of:

Amy Hughes
Witness

Joe Oliver
(Seal)

Notary Public
Exhibit "A"

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

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

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

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

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

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

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

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

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

Recommended Alternative: 1

Department Review: Development Services
FUNDING: N/A

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _______ DISAPPROVAL _______

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

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

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

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

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

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

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

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

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

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

Application Date: 06/01/2022

Applicant/Agent: David D. Smith

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

Phone #: 912-226-2607

Applicant Mailing Address: 100 BULL STREET, SUITE 200

City: SAVANNAH State: GA Zip Code: 31401

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

Include Signed & Notarized Authorization of Property Owner

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

Phone #: 912-392-3000

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

City: RINCON State: GA Zip Code: 31326

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

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

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

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

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

WATER

✔ Private Well

N/A Public Water System

SEWER

✔ Private Septic System

N/A Public Sewer System

If public, name of supplier: __________________________________________

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

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

North AR-1 South I-1 East AR-1 West N/A

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

Currently, the site is undeveloped.

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

Currently, the site is undeveloped.

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

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

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

Property to the north of the land proposed to be rezoned is currently zoned AR-1 with existing farming and residential properties. The remaining adjacent property is public right-of-way or undeveloped AR-1.

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

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

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

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

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

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

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

Owner's signature Effingham County Industrial Authority

Print Name

Owner's signature Brandt Herndon

Print Name

Owner's signature

Print Name

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

[Signature]

Notary Public State of Georgia

Debra J. Twine

15 May 2023

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, Brantt Herndon, 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: David D. Smith
Applicant/Agent Address: 100 Bull Street, Suite 300
City: Savannah State: GA Zip Code: 31401
Phone: (912) 260-2607 Email: david.smith@kimley-horn.com

Owner's signature: Brantt Herndon
Print Name: Brantt Herndon

Personally appeared before me Brantt Herndon (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 21st day of June, 20__

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 01132022
STATE OF GEORGIA  

COUNTY OF EFFINGHAM  

WARRANTY DEED

THIS INDENTURE made and entered into this 25th day of July, 2012, by and between

ROBERT B. BAKER, of Chatham County, Georgia, as Grantor, and, EFFINGHAM COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY, an instrumentality of the State of Georgia and
public corporation created by local constitutional amendment, as Grantee;

WITNESSETH:

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

ALL that certain tract or parcel of land lying and being in the 1559th G.M. District
of Effingham County, Georgia, measuring 19.68 acres, more or less, being a
portion of a 1559.3 acre tract of land being a portion of the Pierpoint No. 1, Meldrim, Wise & C.C. Patrick No. 4 Tract, located in the 1559th G.M. District of Effingham County, Georgia, and in the 8th G.M. District of Chatham County, Georgia (said 1559.3 acre tract being shown on a plat dated September 2, 2005, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 32-P, Pages 22A-22E, and in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Pages 97A-97E), and being shown as Tract B and Tract B-1 on a plat of survey dated April 18, 2012, prepared by Jeffrey M. Horne, Georgia Registered Land Surveyor No. 1313, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide 1000, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

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

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

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

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

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

[Signature]
Witness

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

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

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

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

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

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

Recommended Alternative: 2
Other Alternatives: 1

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____  DISAPPROVAL _____

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

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

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

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

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

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

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

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

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

Application Date: 06/06/22

Applicant/Agent: WD Glassvase Import Inc

Applicant Email Address: alice@wdimportinc.com

Phone #: 347-393-2366

Applicant Mailing Address: 750 Bloomfield Ave

City: Clifton State: NJ Zip Code: 07012

Property Owner, if different from above:

Owner’s Mailing Address: 925 Pound Rd

City: Guyton State: GA Zip Code: 31312

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

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

Present Zoning of Property: B-3

Proposed Zoning: I-1

Tax Map-Pad: #02960-00000-046-F00

Total Acres: 7.38 Acres to be Rezoned: 7.38

Lot Characteristics: Vacant land

WATER

Private Well

Public Water System

If public, name of supplier: N/A

SEWER

Private Septic System

Public Sewer System

Justification for Rezoning Amendment:

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

North South East West

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

Vacant

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

No

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

Wholesale Distributions of glassware and other floral supplies

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

No.

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

Provide jobs for nearby communities

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

No. Our main use of the warehouse would be storage and wholesale distributions, there will be no retail and/or many small delivery vehicles in use.

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

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

10/20/2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2485 page 177-178

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

Owner's signature __________________________________________
Print Name ________________________________________________

Owner's signature __________________________________________
Print Name ________________________________________________

Owner's signature __________________________________________
Print Name ________________________________________________

Sworn and subscribed before me this 3rd day of June, 20 22

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: W D Glass Vase Imports, Inc.
Applicant/Agent Address: 750 Bloomingdale Ave.
City: Clifton State: NJ Zip Code: 07012
Phone: 347 393 2866 Email: alice@wddimportinc@gmail.com

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

Personally appeared before me [Signature] (Owner print)

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

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

[Stamp]
Notary Public, State of Georgia

Rev 01132022
QUIT CLAIM DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

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

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

DESCRIPTION OF PROPERTY

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Debra Joy Grims Usher

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

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

[Signature]

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

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

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

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

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

Recommended Alternative: 1
Other Alternatives: 2

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _______  DISAPPROVAL _______

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

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

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

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

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

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

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

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

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

Application Date: 01/22

Applicant/Agent: James Carlson

Applicant Email Address: admin@carlsonandco.com

Phone #: (912) 655-7187

Applicant Mailing Address: 2077 Hwy 119 N

City: Springfield State: GA Zip Code: 31326

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

Owner’s Email Address (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: 2111 Hwy 119 S Guyton, GA 31312

Proposed Road Access: 119 S

Present Zoning of Property: Residential Proposed Zoning: Commercial

Tax Map-Parcel: #03200074 Total Acres: 20 Acres to be Rezoned: 20

Lot Characteristics:

WATER

___ Private Well

___ Public Water System

If public, name of supplier:

SEWER

___ Private Septic System

___ Public Sewer System

Justification for Rezoning Amendment:

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

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

   Wooded lot (20 acres)

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

   Yes

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

   Pet Cemetery Building 30 x 60 Metal

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

   Wooded area near to Carson & Riggs Funeral Home

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

   Commercial use

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

   No

Applicant Signature:  

[Signature]  

Date  

4/1/2022
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 6/12/2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2787 page 909-910.

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

Owner’s signature __________________________
Print Name James M. Carlson

Owner’s signature __________________________
Print Name ________________________________

Owner’s signature __________________________
Print Name ________________________________

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

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: _James M. Carlson_____________________
Applicant/Agent Address: _2077 Hwy 119 N_____________________
City: _Springfield____________________ State: _Ga_ Zip Code: _31329________
Phone: _912) 859-3187_ Email: _admin@earlsonandco.com__________
Owner's signature: _James Carlson_____________________
Print Name: _James M. Carlson_____________________

Personally appeared before me _______________ James Carlson _______________ (Owner print)

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

Sworn and subscribed before me this 2nd day of June, 20_22___.

__K. Jeanna Stephens__
Notary Public, State of Georgia

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

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

***Carlson and Riggs Funeral Services L.L.C.***

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

WITNESSETH:

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

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

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

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

2111 Georgia 119 S
Guyton Ga 31312

SEE EXHIBIT "A" ATTACHED HERETO AND BY

REFERENCE MADE A PART HEREOF

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

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

Signed, sealed & delivered in the presence of:

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

Notary Public

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: BANK OF NEWINGTON  NMLS ID: 674991

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

(Grantor Initials)
LIMITED WARRANTY DEED

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

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

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

WITNESSETH, THAT:

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

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

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

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

(Hereinafter referred to as the "Property")

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

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

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

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

[Signature]

[Seal]

[Seal]
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

Sincerely,

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

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>LeA</td>
<td>Leefield loamy sand, 0 to 2 percent slopes</td>
<td>2.1</td>
<td>11.3%</td>
</tr>
<tr>
<td>PeA</td>
<td>Pelham loamy sand, 0 to 2 percent slopes</td>
<td>0.1</td>
<td>0.7%</td>
</tr>
<tr>
<td>SuA</td>
<td>Surrency mucky sand, 0 to 1 percent slopes, frequently flooded</td>
<td>16.6</td>
<td>88.0%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td><strong>18.9</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

24' mound
36' mound
WETLANDS
PRELIMINARY SKETCH PLAN FOR PARCEL #: (03200074) BEING SUBDIVIDED INTO TWO TRACTS, LOCATED IN THE 10th G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA

FLOOD INFORMATION:
FEMA FLOOD MAP: (13103C0253D)
EFFECTIVE DATE: (12/17/2010)
THIS AREA IS LOCATED IN A FLOOD HAZARD AREA

FLOOD ZONE:
"Z" AREA OF MINIMAL FLOOD HAZARD

ZONING:
R-1

1. THE FIELD DATA WAS COLLECTED USING A TECO TOTAL STATION, CARLSON RTK DATA COLLECTOR AND A CARLSON BRX+ GPS.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAP.
3. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.
4. "TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF ALL ANGLES, Bearings, Measurements of Courses, Distances and MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1575."

SURVEYOR CERTIFICATION:
THIS PLAN IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREBIN. RECORING OF THIS PLAN DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY OR ANY USE OF PURPOSE OF THE LAND. FURTHERMORE, "THE UNDERGIVEN LAND SURVEYOR THAT THIS PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JAMES CARLSON
COUNTY: EFFINGHAM STATE: GEORGIA
G.M.: 10th
DATE: 06/15/2022 SCALE: 1" = 200' FILE NUMBER: DRAWN BY: KJ
TOTAL AREA: ~ 20.00 ac.

SURVEY FOR:

N/F CARLSON & RIGOS
FUNERAL SERVICES LLC
PARCEL #: (03450001)

N/F CARLSON & RIGOS
FUNERAL SERVICES LLC
PARCEL #: (03450002)

N/F BURNS BROTHERS INVESTMENTS LLC
PARCEL #: (03450003)

N/F JACk E. RAMSEY SR.
CO JACk E. RAMSEY JR.
PARCEL #: (03200073)

N/F KIMBERLY D. RILLY & CLIVE F. DAVIES
PARCEL #: (03450007)

GRAPHIC SCALE 1" = 200'
Staff Report

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

Item Description: James Carlson requests a conditional use to allow for a crematory in the B-2 zoning district. Located on Highway 119 South, zoned AR-1, proposed zoning B-2. Map# 320 Parcel# 74

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

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

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

2. Deny the request for a conditional use.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services FUNDING: N/A

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 6/13/22

Applicant/Agent: James Carlson

Applicant Email Address: admin@carlsonsandco.com

Phone # 912) 655-7187

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

Property Owner, if different from above: 

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): 

Phone # 

Owner's Mailing Address: 

Property Location: 2111 Hwy 119 S Guyton, Ga 31312

Present Zoning of Property: AR-1 (Proposed)

Tax Map-Parcel # 320-74 Total Acres 20 (5 Proposed)

CONDITIONAL USE REQUESTED:

Section 3.15A - RESIDENTIAL BUSINESS

See Section 3.15A for requirements

Section 3.15B - RURAL BUSINESS

See Section 3.15B for requirements

✓ OTHER (provide relevant section of code): Part II, Appendix C, 3.1c crematory in B-2

Reason: Wish to establish a pet crematory on site.

Applicant Signature: [Signature]

Date 6/14/22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

6/1/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2787 page 902-910.

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

James Carlson

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

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

K. Deanna Stephens
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: [Name: James Carlson]
Applicant/Agent Address: 2077 Huy 119 N
City: Springfield State: GA Zip Code: 31330
Phone: 912) 655-7167 Email: admin@carlsonsandco.com

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

Personally appeared before me ____________________________ (Owner print)

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

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

[Signature]
Notary Public, State of Georgia

[Stamp] K. Deanna Stephens
Commissioner
EFFINGHAM COUNTY, GEORGIA

Rev 05052021
LIMITED WARRANTY DEED

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

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

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

WITNESSETH, THAT:

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

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

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

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

(Hereinafter referred to as the "Property")

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

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

Limited Warranty Deed

File No.: 2022-3742, MJHR

Page 1 of 2
AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

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

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

[Signature]

Feida U. Mengen by Etta Y. Zeigler, Her Attorney in Fact

[Notarized Seal]

Unofficial Witness

Limited Warranty Deed
DEED TO SECURE DEBT, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

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

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

of Effingham County, Georgia (hereinafter referred to as "Grantor"), and BANK OF NEWINGTON, a Georgia corporation having an address of P. O. Box 68, Newington, Georgia 30464 (hereinafter referred to as "Grantee").

WITNESSETH:

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

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

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

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

2111 Georgia 119 S
Guyton Ga 31312

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

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

1 of 10

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

Signed, sealed & delivered in the presence of:

[Signature]
James Matthew Carlson, Member of Carlson and Riggs Funeral Services LLC
(SEAL)

Notary Public
[Seal]

----------------------------------------
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
STATE OF GEORGIA

EFFINGHAM COUNTY

PLAT OF

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

Scale 330 Ft. Pr. Inch. By Paul Weitman, County Surveyor


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

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

FLOOD INFORMATION:
FEMA FLOOD MAP (131103C02520)
EFFECTIVE DATE: (12/17/2010)
THIS AREA IS LOCATED IN A FLOOD HAZARD AREA
FLOOD ZONE:
"A" ARCATA OF MINIMAL FLOOD HAZARD
ZONING:
R-1

RESERVED FOR THE CLERK OF COURT

1. THE FIELD DATA WAS COLLECTED USING A TOPCON
   ES TOTAL STATION, CARLSON RTX DATA COLLECTOR AND A
   CARLSON BR60+ GPS.
2. THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS
   INDICATED BY THE F.I.M. OFFICIAL FLOOD HAZARD MAPS.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
   FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.
4. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND ALL FALL
   ANGLES, MEASUREMENTS OF COURSES, DISTANCES
   AND MONUMENTS LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN
   BY A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT
   REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED
   IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS
   OF GEORGIA LAW 1978.
5. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD
   OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
   AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.C.A. 19-4-67) IN THAT
   WHERE A CONFLICT EXISTS BETWEEN THESE TWO SETS OF SPECIFICATIONS
   THE REQUIREMENTS OF THE LAW PREVAIL.

SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND
DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY
REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE
DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE
PARCEL OR PARCELS IS STATED HEREIN. RECORDATION OF THIS PLAT DOES
NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS,
COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY
OR ANY USE OF PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED
LAND SURVEYOR THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL
STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE
RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND ALL SET FORTH IN
O.C.C.A. SECTION 15-4-67.

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

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

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

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

Recommended Alternative: 1

Other Alternatives: 2

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

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ________  DISAPPROVAL ________

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

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

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

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

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

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

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

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

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

Application Date: 6/10/2020

Applicant/Agent: Joseph Alan Kersey

Applicant Email Address: alanKersey98@gmail.com

Phone # 912-608-7480

Applicant Mailing Address: 2902 River Drive, Unit D 301

City: Thunderbolt State: GA Zip Code: 31404

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

Owner's Email Address (if known):

Phone #

Owner's Mailing Address:

City: State: Zip Code:

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

Proposed Road Access: Commercial Court

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

Tax Map-Parcel #: 460D-14/15/16/17 Total Acres: 3.82 Acres to be Rezoned: 3.82

Lot Characteristics: Existing Commercial Building

WATER

Private Well

Public Water System

If public, name of supplier: Coastal Water

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

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

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

Yes

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

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

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

Cabinet manufacturing, CNC Machine Shop, Foundation Repair

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

Nothing will change for neighboring properties.

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

No

Applicant Signature: ____________________________ Date: 1/1/2023
1. Describe the current use of the property you wish to rezone.

Savannah Ceramic Coatings & LowCountry Foundation Repairs

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

Yes

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

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

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

Ceramic Coating & Foundation Repair

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

Nothing will change for neighboring properties

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

No

Applicant Signature: [Signature]
Date: 6/10/22
1. Describe the current use of the property you wish to rezone.
   Foundation Repair & Coating Machinery Storage
   CNC Machine Shop

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

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

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

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

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

Applicant Signature: ________________________________ Date: 6/10/22
1. Describe the current use of the property you wish to rezone.
   Silverlake Design - build electrical components
   for machinery. Electric Company

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

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

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

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

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

Applicant Signature: __________________________ Date 10/10/22
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

2/29/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2241 page 979.

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

Owner’s signature

Print Name Alan Kersey

Owner’s signature

Print Name

Owner’s signature

Print Name

Owner’s signature

Print Name

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

Kathleen Erin Dunnigan
Notary Public, State of Georgia

Rev 01132022
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

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

Owner’s signature ____________________________________________
Print Name ____________________________

Owner’s signature ____________________________________________
Print Name ____________________________

Owner’s signature ____________________________________________
Print Name ____________________________

Sworn and subscribed before me this __________ day of __________, 20 __________.

______________________________
Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, _______________, 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: ________________

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

City: Thunderbolt State: GA Zip Code: 31404

Phone: (478) 304-7418 Email: alankesey18@gmail.com

Owner's signature: ________________

Print Name: ________________

Personally appeared before me ________________ (Owner print)

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

Sworn and subscribed before me this __________ day of __________, 20__

Sherrie J. Odom
Notary Public, State of Georgia

Rev 01132022
STATE OF GEORGIA

COUNTY OF Henry

This Indenture, made this ___ day of APRIL, in the Year of Our Lord Two Thousand and Fourteen, between

UNITED COMMUNITY BANK, of the State of Georgia, of the first part and K & S COMMERCIAL VILLAGE, LLC., of the State of Georgia, of the second part.

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

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

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

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

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

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

Kevin Townsend
WITNESS

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

ATTEST:

(By Seal)

By:
Its:

(BANK SEAL)
EXHIBIT "A"

Parcel 1: 131 Commercial Court

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

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

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

Parcel 2: 145 Commercial Court

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

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

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

Parcel 3: 149 Commercial Court

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

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

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

STATE OF GEORGIA

COUNTY OF EFFINGHAM

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

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

Parcel 1:

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

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

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

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

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

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

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

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

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

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

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

[Signature]
Joseph Alan Kersey a/k/a Alan Kersey
(SEAL)

Signed, sealed and delivered this 17th day of January, 2017, in the presence of:

[Signature]
Amy L. Hughes
NOTARY PUBLIC

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

Effingham County Zoning Board
Springfield, GA 31329

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

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

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

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Joseph Alan Kersey requests a variance from the requirement for a 50' buffer between commercial and industrial zoned parcels. Located at 119, 131, 145, 149 Commercial Court, zoned B-3, proposed zoning I-1. Map# 466D Parcels# 14,15,16,17

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

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  
  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  
  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- A variance from buffer requirements was granted for adjacent parcels 466D-12&13 on July 20, 2021.
- The warehouses are part of an existing business park, and are suitable in size and location for low intensity industrial uses such as metal assembly. The proposed zoning will not have a negative impact on the adjacent land uses.
- There is no room to accommodate the buffer requirement on individual lots in the existing business park. The industrial zoned land to the north includes a 150' vegetative buffer between industrial and commercial districts.

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

Recommended Alternative: 1

Other Alternative: 2

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Variance application
2. Ownership certificate
3. Site plan
4. Aerial photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 6/10/2022

Applicant/Agent: Joseph Alan Kersey

Applicant Email Address: alanKersey98@gmail.com

Phone #: 912-1068-7480

Applicant Mailing Address: 2902 River Drive, Unit Dr. 301

City: Thunderbolt State: GA Zip Code: 31404

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

Owner's Email Address (if known): 

Phone #: 

Owner's Mailing Address: 119, 131, 145, 149 Commercial Court, Rincon

City: ______________________ State: ______________ Zip Code: __________

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

Name of Development/Subdivision: _________________________________________

Present Zoning of Property: B-3 Tax Map-Parcel #: 405D-14,15,16,17 Total Acres: 3.32

VARIANCE REQUESTED (provide relevant section of code):

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

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

Applicant Signature: ______________________ Date: 6-10-22

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 __4/29/2014__, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book __2241__ page __979__.  

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

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Sworn and subscribed before me this __10th__ day of __June__, 20__ __.

______________________________
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

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

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

Owner’s signature ___________________________ 

Print Name ________________________________

Owner’s signature ___________________________

Print Name ________________________________

Owner’s signature ___________________________

Print Name ________________________________

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

[Signature]

Notary Public, State of Georgia

[Seal]
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Alan Kersey
Applicant/Agent Address: 2902 River Dr, Unit D-301
City: Thunderbolt State: GA Zip Code: 31404
Phone: (912) 484-7480 Email: alankersey48@gmail.com
Owner's signature: Jeane Kersey
Print Name: Alan Kersey - Jeane Kersey

Personally appeared before me Alan Kersey (Owner print)
Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

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

Sherrie J. Odom
Notary Public, State of Georgia
LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Henry

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

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

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

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

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

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

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

WITNESS

Signed, Sealed & Delivered in the
presence of:

Notary Public
My Commission Expires:

ATTEST:

By: __________________________ (Seal)

By:

Its:
EXHIBIT “A”

Parcel 1: 131 Commercial Court

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

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

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

Parcel 2: 145 Commercial Court

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

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

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

Parcel 3: 149 Commercial Court

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

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

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

STATE OF GEORGIA

COUNTY OF EFFINGHAM

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

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

Parcel 1:

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

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

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

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

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

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

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

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

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

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

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

(SEAL)

Joseph Alan Kersey a/k/a Alan Kersey

Signed, sealed and delivered this 14th day of January, 2017, in the presence of:

WITNESS

Amy Hughes
NOTARY PUBLIC

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

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

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

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- On November 17, 2020, 21.96 acres of map/parcels 466C-1, 2, & 3 was rezoned to I-1, to bring the car export use of the parcels into zoning district compliance.
- 5.8 acres of map/parcels 466C-2&3 remained B-3, but no development is planned due to extensive wetlands coverage. The parcel has not been subdivided by plat. The land is protected from development under a conservation easement.
- As no plat was recorded showing the division of B-3 and I-1, zoning for map/parcels 466C-2&3 is undefined and shown on GIS as “split”.
- Rezoning the 5.8 acres to I-1 will unify the parcel zoning, clarify zoning district mapping, and allow for more favorable buffer depths in adjacent parcels that are planned to develop with industrial use.

Alternatives
1. Approve the request to rezone 5.8 acres from B-3 to I-1, to unify zoning within two parcels, with the following conditions:
   1. All conditions from the November 17, 2020 rezoning approval for 466C-2&3 will apply to the entirety of both parcels.
2. Deny the request to rezone 5.8 acres from B-3 to I-1.

Recommended Alternative: 1

Department Review: Development Services
Attachments:
1. Rezoning application and checklist
4. Deed
2. Ownership certificate/authorization
5. Aerial photograph

Other Alternatives: 2

FUNDING: N/A
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_____

Of the rezoning request by applicant Oleg Mitnik – (Map # 466C Parcels # 2&3) from B-3 to I-1 zoning.

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

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

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

Yes No ? 4. Does the property which is proposed to be rezoned have a 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

Applicant/Agent: Oleg Minik
Applicant Email Address: olegm@usatir.com
Phone #: 973-344-7100 ext 203
Applicant Mailing Address: 250 Port Street
City: Newark State: NJ Zip Code: 07114
Property Owner, if different from above:
Include Signed & Notarized Authorization of Property Owner
Owner’s Email Address (if known):
Phone #
Owner’s Mailing Address:
City: State: Zip Code:
Property Location: 140 Commerce Ct
Proposed Road Access: Commerce
Present Zoning of Property: B-3/1-1 Proposed Zoning: B-1
Tax Map-Parcel # 466C-3, 466C-2 Total Acres: 21.86 Acres to be Rezoned: 21.86
Lot Characteristics: Existing business with various buildings, offices, and car storage

WATER

Private Well
Private Septic System
Public Water System
Public Sewer System
If public, name of supplier:

SEWER

Justification for Rezoning Amendment: Eliminating split zones

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

North B-1 South B-3 East B-3 West B-3

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

**Current business operations involving used, wrecked cars and other exportation and storage.**

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

**Yes**

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

**Area to be rezoned is wetlands and not buildable**

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

**Other business involve used and wrecked cars.**

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

**There are similar operations on nearby properties, and industrial zoning within park.**

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

**No**

Applicant Signature: ___________________________ Date: 06/17/2022
EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 08/07/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2613 page 930-934.

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

Owner's signature ____________________________
Print ____________________________

Owner's signature ____________________________
Print ____________________________

Owner's signature ____________________________
Print ____________________________

Sworn and subscribed before me this 24th day of September, 2020

Notary Public, State of Georgia New Jersey

MAX POLOUKHIN
ID # 50034780
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 21, 2021
STATE OF GEORGIA
COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED

THIS INDENTURE, made this 6th day of August, 2020, between 360 COMMERCE, LLC, as party of the first part, hereinafter called Grantor, and SAV COMMERCE PROPERTIES, LLC, 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:

WHEREAS, that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, the following described property, to-wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia and being 6.00 acres, more or less, known as Lot 1, Effingham Park of Commerce, as shown and particularly described on that map or plat made by Michael A. Hussey, R.L.S. #2350, dated July 3, 2008, recorded in Plat Cabinet B, Slide 102-B, in the office of the clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

INCLUDED THEREWITH IS ONE 2000 Fleetwood Mobile Home Bearing Serial Number GAEHY72A71558C1D21 and GAFLY73B7586C3D21. (No warranties provided with regard to each mobile home).

ALSO, ALL that certain lot, tract, or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, containing 3.35 acres upland, 1.45 acres wetlands buffer and 9.82 acres wetlands, more or less, and being known as Lot 2, Effingham Park of Commerce Subdivision, as shown and more particularly described on that certain map or plat made by Charles W. Tuten, Jr., R.L.S. #2345, dated February 24, 2006, recorded in Plat Cabinet C, Slide 112-7, in the office of the clerk of Superior Court of Effingham County, Georgia. For a more particular description, reference is hereby made to the aforesaid plat which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Effingham Park of Commerce, LLC to D&R Housing, LLC, dated March 1, 2008, recorded in Deed book 1416, 312, aforesaid records.

AND, ALSO, ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 3, Effingham Park of Commerce, as shown and more particularly described on that certain map or plat made by Leon A. Zippman, Jr., R.L.S. #2393, dated July 16, 2004, recorded in Plat Cabinet C, Slide 50-C2, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

WITNESS the signing of the within instrument in the presence of the undersigned, duly commissioned attorneys for the use of the above named parties.

[Signature]
[Signature]
This being the property conveyed by Warranty Deed from Master Bell Properties, Inc. to D&R Housing, LLC, dated June 29, 2006, recorded in Deed Book 1479, page 58, aforesaid records.

The foregoing Lots 1, 2, and 3 being the same property described and conveyed to 140 Commerce, LLC by Limited Warranty Deed recorded in Deed Book 2024, page 191, Bibb County, Georgia records.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantee forever in FEES SIMPLI. Grantee expressly covenants that Grantee is school of said property in good fee simple title and that Grantee has the full right, power and authority to convey the same and that the said property and the Grantee thereof are free and clear of any liens, claims or encumbrances whatsoever whereby the title to said property may in anywise be charged, changed, impaired or defeated and that the Grantee will forever WARRANT and DEFEND the said premises against the lawful claim of all persons owning, holding or claiming by, through or under the said Grantee, subject to the permitted exceptions listed on Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantee has executed this Instrument by and through its duly authorized Corporate Officers with the Corporate Seal affixed thereto on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:

Notary Public
My commission expires:

140 COMMERCE, LLC

By: Raymond J. DiMotto, Member
EXHIBIT "A"

EXHIBIT ENCLOSED WITH EXCEPTIONS

1. Restrictive Covenant published by Elijah Park of Commerce, dated March 20, 1999, regarding wellsites, recorded in the office of the Clerk of Superior Court of Eflingham County, Georgia, in Deed Book 272, page 971.

NOTE: This exception excludes any covenant, condition or restriction based on race, color, religion, sex, national origin or sex essential to the use or intended use of the property.

2. Declaration of Protective Covenants for Elijah Park of Commerce, published by Elijah Park of Commerce, LLC, dated November 9, 2000, recorded in Deed Book 275, page 318, and recorded as amended by the further amendment to Declaration of Protective Covenants for Elijah Park of Commerce, dated January 14, 2003, recorded in Deed Book 227, page 325, adjoining records.

NOTE: This exception excludes any covenant, condition or restriction based on race, color, religion, sex, national origin or sex essential to the use or intended use of the property.

3. Residual to Savannah Bank and Trust Company recorded in Deed Book 16, page 114; Deed Book 104, page 174; Deed Book 113, page 264; Deed Book 115, page 268; Deed Book 244, page 466, adjoining records.

4. Right of Way Deed from G.O. Bailey to the State Highway Department of Georgia, dated May 27, 1946, recorded in Deed Book 89, page 256, adjoining records.

5. Right of Way Deed from G.O. Bailey to the Highway Department of Georgia, dated March 11, 1946, recorded in Deed Book 86, page 267, adjoining records.

6. Right of Way Deed from C. Carlisle Bailey to the Mayor and Aldermen of the City of Savannah, dated July 15, 1946, recorded in Deed Book 98, page 506, adjoining records.

7. Department of Transportation Right of Way Deed from Georgia Carlisle Bailey, Jr., to the Department of Transportation, dated May 4, 1977, recorded in Deed Book 244, page 370, adjoining records.


10. Water and Sewage Agreement from Hingham Fairway Company, LLC to Georgia United Utilities Company, LLC, a Georgia limited liability company, dated February 11, 1999, recorded in Deed Book 404, page 274, Suffolk records.


12. Petition of Utility Easements from Hingham Fairway Company, LLC to the Hingham County Board of Commissioners, dated November 14, 2006, recorded in Deed Book 1511, page 160, Suffolk County Records.

13. Right of Way Deeds from John A. Newton, III, Philip M. Hildt, and James B. Smith, Esq., to the Hingham County Board of Commissioners, dated August 7, 2005, recorded in Deed Book 1511, page 160, Suffolk records.


Page 1 of 3
17. All easements disclosed, if any, on the within map or plat entitled "Subdivision of the Former D.K. Boley Trust, A/B.G.M. Boley, Effingham County, Georgia," dated July 3, 2000, recorded in Effingham Co., O.C. 1014, should remain.

AS TO LOT 3 ONLY

18. All easements disclosed on the within map or plat entitled "Preliminary subdivision plat of Conover Subdivision, P.B. Bole, Effingham County, Georgia," proposed for D. & K. Toole, dated February 21, 2000, recorded in Plat Cabinet C, O.C. 2257, including,

(a) A 315 foot SBCO Easement located in the westwestern corner of the subject property; and
(b) Delimited without drawing the subject property.

AS TO LOT 3 ONLY

19. All easements disclosed on the within map or plat entitled "Preliminary subdivision plat of Conover Subdivision," proposed for D.W. Toole, dated July 15, 2001, recorded in Plat Cabinet C, O.C. 3350, including,

(a) A 315 foot SBCO Easement: traversing the subject property; and
(b) Delimited without drawing the subject property.
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
466C-1,2,3

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
466C-1,2,3

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, OLEG MITNICK has filed an application to rezone twenty-one and ninety-six hundredths (21.96) +/- acres; from B-3 to I-1; map and parcel number 466C-1,2,3 located in the 5th commissioner district, and

WHEREAS, a public hearing was held on November 17, 2020 and notice of said hearing having been published in the Effingham County Herald on October 28, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 7, 2020; and

IT IS HEREBY ORDAINED THAT twenty-one and ninety-six hundredths (21.96) +/- acres; map and parcel number 466C-1,2,3 located in the 5th commissioner district is rezoned from B-3 to I-1 with the following stipulations:

1. The applicant shall meet the requirements of Article III, Section 3.16 Junkyards.
2. The applicant shall provide information to comply with the requirements of Article V, Section 5.12.1B HI-Heavy industrial condition uses
3. The operation will be an intake/export facility and will not include a "dilapidated vehicle / storage" business.
4. The applicant shall be required to maintain traffic control specific to the above-referenced parcels within the Park of Commerce, and to maintain the driveway into the property from damage and disrepair, in order to avoid negative impacts on other tenants'/owners' operations in the Park of Commerce.
5. The applicant shall install visual screening of the above-referenced property from adjacent properties. The screen shall consist of a vertical component comprising of a fence system, or appropriate vegetation, or combination of both, of sufficient height and opacity to properly shield any and all wrecked vehicles or any miscellaneous shipping materials from view outside the property. The details of screening shall be submitted to the County's Development Services Department for review and approval prior to beginning operations at the facility.
6. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
7. All wetland impacts shall be permitted by USACE.

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

This 17th day of November, 2020

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: WESLEY M. CORBITT, CHAIRMAN

ATTEST:
STEPHANIE D. JOHNSON
COUNTY CLERK

FIRST/SECOND READING: 11/17/2020
140 Commerce Court
Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022
Item Description: Stature Investments as Agent for Joye Polk, Shawn T. & Laura Susan Jones, Richard A. Kyall II, James W. Manka, Mision Bautista Hispana de Rincon, Chester R. & Clint R. Porter, Ashley Ron Moore, requests to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses. Located on Old Augusta Road. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6,7,8,9,10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is permitted use in I-1 (Heavy Industrial).
- The scale of the proposed warehouse development exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project (DRI # 3740) warranted regional review; requested comments; and completed a DRI report.
- The county Future Land Use map indicates the project site is in Residential, Undeveloped and Agriculture areas. Residential areas include single and multi-family development. Agriculture areas include uses such as farming, livestock, timber harvesting, or recreation.
- The City of Savannah &D water line is located east of the proposed parking area in the southeast of the development site.
- The required buffer between heavy industrial and AR/R zoning districts is 300’. The proposed development does not meet that requirement.
- The applicant withdrew an earlier application for two parcels that had access only to Abercom Road. Additional parcels along Old Augusta Road were added to the development plan, which gives the project frontage on a designated truck route.

Alternatives
1. Approve the request to rezone 130.58 acres from AR-1 to I-1 to allow for the development of industrial warehouses, with the following conditions:
   1. A Sketch Plan must be submitted for approval before site development plans are submitted.
   2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
   3. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
   4. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
   5. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.

2. Deny the request to rezone 130.58 acres from AR-1 to I-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _______ DISAPPROVAL _______

The rezoning request by applicant Stature Investments as Agent for Joye Polk et al. – (Map # 477 Parcels # 8 & 9 Map# 477A Parcels# 6,7,8,9,10) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

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

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

Application Date: 6/13/22

Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant Email Address: YDESAI@STATUREINVESTMENTS.COM

Phone #: 912-398-0280

Applicant Mailing Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: SAVANNAH State: GA Zip Code: 31322

SEE ATTACHED AUTHORIZATIONS AND OWNERSHIP CERTIFICATIONS FOR OWNER INFO Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address: (if known):

Phone #

Owner’s Mailing Address:

City: State: Zip Code:

Property Location: SOUTHERN END OF COUNTY OFF OF OLD AUGUSTA

Proposed Road Access: ACCESS FROM OLD AUGUSTA RD

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

Tax Map-Parcel # 477-8,477-9, Total Acres: 130.58 Acres to be Rezoned: 130.58

477A-6,477A-7,477A-8,477A-9,477A-10

Lot Characteristics:

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: EFFINGHAM COUNTY

Justification for Rezoning Amendment: OLD AUGUSTA ROAD HISTORY AS A TRUCK ROUTE ALONG WITH THE INDUSTRIAL GROWTH IN THE VICINITY MAKES THIS PROPERTY IDEAL TO SUPPORT THE DEMAND FOR WAREHOUSE SPACE DUE TO GA PORTS GROWTH

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

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

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

HEAVILY WOODED W/ SEVERAL HOME SITES

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

NO

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

INDUSTRIAL WAREHOUSE DISTRIBUTION

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

LOW DENSITY RESIDENTIAL

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

REZONING IS APPROPRIATE DUE TO CLOSE PROXIMITY OF THE OLD AUGUSTA TRUCK ROUTE

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

NO

Applicant Signature: 

Date 6/13/22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 6/19/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 842 page 427.

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

Owner's signature __________________________

Print Name Joye Polk __________________________

Owner's signature __________________________

Print Name __________________________

Owner's signature __________________________

Print Name __________________________

Sworn and subscribed before me this 9th day of May, 20__.

Dawn Hickman
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: POOLER State: GA Zip Code: 31322

Phone: 912-398-C280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner's signature: 

Print Name: Joye Polk

Personally appeared before me Joye Polk (Owner print)

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

Sworn and subscribed before me this 9th day of May, 2022.

[Signature]

Dawn Hickman
Notary Public, State of Georgia

Rev 05052021
Return to: Lloyd D. Murray
P.O. Box 1569
Richmond Hill, GA 31324

STATE OF GEORGIA
COUNTY OF BRYAN

WARRANTY DEED

THIS INDENTURE, Made this 19th day of June, in the year of our Lord Two Thousand and Two, between SATISFACTION & SERVICE HOUSING, INC. of the County of Chatham, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and JOYE POLK of the County of Chatham, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor's interest in and to the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9TH G.M. District, Effingham County, Georgia, being known and designated as Lot 6, containing 5.0 acres, more or less, Abercorn Acres Subdivision, as shown on that certain map or plat made by Paul D. Wilder, R.L.S. No. 1559, dated June 19, 1997, recorded in Plat Cabinet A, slide 394-F, in the records of the Clerk of Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

SUBJECT to all valid reservations, restrictions, easements, and rights of way of record.

TOGETHER with all improvements located thereon.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.
IN WITNESS WHEREOF the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered on the 19th day of June, 2000, in the presence of:

Witness

Satisfaction & Service Housing, Inc.

BY:  

Ellis A. Skinner, II  
(SEAL)
DEED TO SECURE DEBT
AND SECURITY AGREEMENT

GEORGIA
COUNTY OF RYAN

THIS INDENTURE, made this 19th day of June 2002, between JOYE POLK and the County of Chatham, Grantor, and INTERSTATE MORTGAGES, INC., Grantee, and the State of Georgia, WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of Seventy-Four Thousand Dollars ($74,000.00) in lawful money of the United States of America, 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, bearing date hereof, with final payment due on August 15, 2002, the Note, by reference, being made a part hereof.

NOW, THEREFORE, in consideration of the premises and of the sum of Seventy-Four Thousand Dollars ($74,000.00), the execution and delivery of the Note, and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, the party of the first part, and the party of the second part, have, by these presents, agreed to sell, convey, and transfer unto the party of the second part, the hereinafter described real estate, and all rights attendant thereto, for the sum of Seventy-Four Thousand Dollars ($74,000.00), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR A COMPLETE DESCRIPTION OF THE PROPERTY HEREBIN CONVEYED.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property heretofore described, as any part and parcel thereof; and

TOGETHER with all rights, titles and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other entanglements now or hereafter existing on such property or above the same or any part or parcel thereof; and

TOGETHER with all streets, sidewalks, easements, rights-of-way, watercourses, and all other easements, rights and privileges in, to and over the same, and Supplemental Agreement in writing, the Said Grantee agrees to convey and transfer the above described real estate and the rights, titles and interest therein, to-wit:

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by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing; and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leading and
ballasting of property improvements thereon and equipment, and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of
(e) the exercise of the right of eminent domain, (b) the alienation of the grade of any street or (c) any other (very los, the
increase or decrease in the value of the premises, in the event of all amounts which may be secured by
Grantee and of the reasonable attorney's fees, costs and disbursements incurred by Grantee in connection
with the collection of such award or payment.

UPON and TO HOLD all the aforesaid property rights, contract rights, Equipment and claims (all of which are collectively
referred to herein as the "Premises") to the use, benefit and behalf of the Grantee, forever, in E E F S I M P L E.

Grantee warrants that Grantee has good title to the Premises and is lawfully seized and possessed of the Premises and every
part thereof, and the Grandee has the right and power to convey, transfer and assign the Premises and the
obligations hereby secured.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia, and
grants to the Grantee title to the Premises and the obligations hereby secured.

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

1. Grantee shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied
on, or assessed, placed or imposed on the Premises, this instrument of security or the Secured Indebtedness or any interest of the
Grantee therein, in the Premises or the obligations secured hereby; (b) premiums on policies or fire and other hazard insurance covering the Premises, as required in Article 3 hereof; (c) premiums on all collateralized secured 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 Grantee
shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantee
shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-paying date of the Note, until said Note is fully paid or until notification from Grantee to the contrary, any amount reasonably sufficient to cover insurance premiums, taxes and other charges due and due so that Grantee will have sufficient funds on hand to pay same (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.

Grantee 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 amount of the then unpaid amount so stated and as when they become overdue and payable. An official receipt thereof shall be conclusive evidence of such payment and of the validity of such charges. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of credit for said charges. The excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate of
NOTE DATE

percent per annum from date of advancement. Grantees may apply credits held by it for the above charges, or any part thereof, on
account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the
amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the
existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, hereunder, be 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. (a) Grantee shall keep the Premises insured for the benefit of Grantee against fire or damage by fire, lightning,
windstorm, hail, explosion, hot, not exceeding a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as
Grantee may from time to time require, in all amounts approved by Grantee and exceeding 100% of full insurable value, all insurance herein
provided for shall be in form and companies approved by Grantee; and, regardless of the types or amounts of insurance required and
approved by Grantee, Granter 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 of Grantee, pursuant to the New York Standard or New York Standard or any other group insurance approved satisfactory to Grantee. If Grantee, by reason
receives any money or insurance proceeds, 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 Grantee for the repair or replacement of
the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see
to the proper application of any amount paid over to Grantee; (b) Not less than 10 days prior to the expiration date of each policy of
insurance required of Grantee pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured
Indebtedness, Granter shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of
payment satisfactory to Grantee, and (c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to
the all of the rights of Grantee, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with
respect to all property conveyed and to be conveyed by this Deed, pursuant to the provisions of this Article.

4. Grantor makes no representations and warranties as to the condition and repair, shall not commit or suffer any waste to the
Premises, and shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises and the use thereof or any part thereof. Granter shall promptly repair, restore, replace or rebuild any part of the Premises, now or
hereafter accruing by this deed, which may be affected by any proceeding of the character referred to in Article 6 hereof. No part
of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground
improvement, equipment or other property, now or hereafter conveyed as security or pursuant to this deed, shall be removed
demolished or materially altered without the prior written consent of Grantee. Granter shall continue, within a reasonable time, and
pay for any building, structure or other improvement at any time in the process of construction on the property hereinafter
conveyed. Granter shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restatements limiting or defining the uses which may be made of the Premises or any part thereof. Granter and any persons authorized by
Grantee, shall have the right to enter and inspect the Premises at reasonable times and access thereto shall be permitted for that
purpose.

5. Granter shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any
successor holder from time to time upon demand, any further inscription or instruments, including, but not limited to, security deeds,
security agreements, financing statements, assignments and renewal and substitution notes, so as to, reaffirm, to correct and to perfect
the evidence of the security title of Grantee to all or any part of the Premises or the security interest intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Granter, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to
Grantee of said any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness at any time or not any offsets or defenses exist against the Secured Indebtedness, within 30 days in the case the request is made personal or within 10 days after the mailing of such request in case the request is made by mail.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain alteration of the same or any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alterations, Injury or decrease in value of the Premises, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, who or in part, to Grantor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed, as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or which shall be found satisfactory to Grantee, but Grantor shall not be obligated to see to the application of any award paid over to Grantor. If, prior to receipt of any such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantor shall have the right to receive said award or payment in the amount of any deficiency found to be due upon such sale, with interest thereon from the date of such sale to the date of such receipt, whether or not a deficiency judgment on this deed shall have been sought or recovered, and of the reasonable counsel fees and costs and disbursements incurred by Grantee in connection with the collection or such award or payment.

7. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee, but not more frequently than once per month, a statement in such reasonable detail as Grantee may request, certified by the Grantor, the executive officer of a corporate assignor, or the executive officer of the assignor of any corporation from which any of its officers or directors may be a director or officer of a corporation, and the operation of the Premises, or the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to the giving of such notice, and on demand, Grantor shall furnish to Grantee executed counterparts of any leases and conveyances for the audit and verification of any such statement.

8. Each of the following events shall constitute an "Event of Default" under this deed: (i) should Grantor fail to pay Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty representation of Grantor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or deed of trust or mortgage, be false or misleading in any material respect; (iii) should any 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 be diminished except as provided for in Article 4 herein; (iv) should any federal tax lien, or claims of lien for labor materials or services not be removed by payment of taxes or liens within 30 days from the date of recording; (v) should any claim, or any priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding; (vi) should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Grantor or of Grantor property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Grantor be adjudicated as bankrupt or insolvent, or should Grantor in a proceeding admit his insolvency or inability to pay his debts as they fall due or should Grantor, if a corporation, be liquidated, dissolved or its articles of incorporation expire or be revoked, or, if a Partnership or business association, be dissolved or partitioned or, if a trustee in bankruptcy, should Grantor fail to keep, observe, perform and execute in every particular its covenants, agreements, obligations and conditions set out in this deed, or in any of the following instruments given in respect to the Secured Indebtedness: loan commitment of Grantee, loan agreement between Grantor and Grantee, or assignment losses by Grantor; or (vii) should any event of default occur under any instrument, deed or agreement, given or made by Grantor for the benefit of any third party, which would authorize the acceleration of any debt to any such third party, the acceleration of which would materially affect Grantor's ability to pay when due any amounts owed to Grantee.

9. If an Event of Default occurs and remains uncured, Grantee may do any one or more of the following: (i) enter up and take possession of the Premises without any notice to the Grantor or to the tenants, (ii) employ a managing agent for the Premises and let the same either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and prof of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness and expenses of such management until satisfactory to Grantee, in form satisfactory to Grantor, to the lessor interest in any lease or leasehold estate, or any part thereof, not thereby formed, or any liens, mortgages, or other charges on the Premises, or any part thereof, (iii) declare the entire Secured Indebtedness immediately due, payable and collectible without notice to Grantor, regardless of any statute of limitation, or any real or personal security; and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and, thereafter, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting such sale at the courthouse in the county where the Premises or any part thereof may be, to the highest bidder for each lot, at first advertised in the time and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which short advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute a power of sale to sell a sufficient conveyance of the Premises in fee simple, which conveyance may contain covenants and conditions relating to the sale of the Premises, but in any event shall be couched in such a manner as to give to any conveyance, sale and conveyance, and all of the acts of such party fact are hereby ratified, and Grantor agrees that such conveyances shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantor, to its assignees, and in the event of a deed in lieu or foreclosure, then to such conveyances shall be beneficial to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other extinguishment, or any successor in interest, and in said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest thereon from the date of such sale and all amounts advanced by Grantor for taxes, assessments, insurance premiums and other charges, with interest at the rate of 5% per annum from date of such sale to the date of such receipt, together with all costs and charges for advertising, and commissions for selling the Premises, and 15% percent of the aggregate amount due as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately pay over to Grantor any such deficiency); and Grantor agrees the possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tans under Grantor, or its assigns, and, in case of a sale, as herein provided. Grantor of any person in possession under Grantor shall become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily ejected.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 page 446.

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

Owner's signature

Print Name Shawn T. Jones

Owner's signature

Print Name Laura Susan Jones

Owner's signature

Print Name

Affidavit and acknowledged before me this 10th day of June, 2022.

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Yash Desai/Stature Investments

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature: 

Print Name: Shawn T. Jones

Owner's signature: 

Print Name: Laura Susan Jones

Personally appeared before me Shawn T. Jones & Laura Susan Jones (Owner print)

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

Sworn and subscribed before me this 10th day of June, 2027.

Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 15, 2020 by and between

Southland Restoration, LLC
(Hereinafter referred to as the "Grantor"), and

Shawn T. Jones and Laura Susan Jones
as joint tenants with rights of survivorship
(Hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

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

All that certain lot, tract or parcel of land situate, lying and being in the 9th GM District of Effingham County, Georgia, and containing 5 acres, more or less, being known and designated as Lot 10, Abercorn Acres Subdivision, as shown on the map or plat of said Subdivision recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Page 364F. Said map or plat is incorporated hereof by specific reference for a more complete description of the property hereof conveyed, containing improvements thereon known as 2003 Old Augusta Rd S, Rincon, GA 31326, PIN 0477A-010,

(Hereinafter referred to as the "Property")

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

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.
IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered this 15th day of May, 2020, in the presence of:

[Signature]

Unofficial Witness

Notary Public

My Commission Expires: 5/11/2024

[NOTARIAL SEAL]

Southland Restoration, LLC

BY: [Signature]

Christina Durrence, as authorized signatory
SECURITY DEED

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 15, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) “Security Instrument” means this document, which is dated May 15, 2020, together with all Rises to this document.

(B) “Borrower” is SHAWN JONES AND LAURA SUSAN JONES, JOINT TENANTS.

Borrower is the grantor under this Security Instrument.

(C) “MERS” is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2038, Flint, MI 48501-2038, tel. (888) 679-MERS.

(D) “Lender” is BankSouth Mortgage Company, LLC.

Lender is a Limited Liability Corporation, organized and existing under the laws of Georgia. Lender’s address is 3250 Northside Parkway, Suite 600, Atlanta, GA 30337.

(E) “Note” means the promissory note signed by Borrower and dated May 15, 2020. The Note states that Borrower owes Lender $140,295.00.

**Georgia - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 2011 1/21**

Elle Moe, Inc.

Page 1 of 10

421.50
LOAN #: 2004102610
plus interest, Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2030.

(1) "Property" means the property that is described below under the heading "Transfer of Rights in the Property;"

(2) "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.

(3) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- Adjustable Rate Rider
- Condominium Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider
- Other (specify)

Waiver of Borrower's Rights Rider, Manufactured Home Rider, Manufactured Home Affidavit of Affiliation

(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(j) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(k) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone 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 transac-
tions, 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 6) 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 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 (1) principal and interest under the Note, plus (2) 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 implement-
ing 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: (1) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (2) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERG (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERG, with power of sale, the following described property located in the County

of Effingham
[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

GEORGIA – Single Family – Fannie Mae/Mortgage MAC UNIFORM INSTRUMENT Form 3011 1/01
Ellis Mc, Inc. Page 2 of 10
GNODEED 2019
GNODEED (CXL)
05/16/2020 08:32 AM PET
which currently has the address of 2003 OLD AUGUSTA RD S, RINCON, GA 31339. ("Property Address");

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the power to grant and convey the Property and that the Property is unencumbered, except for the security interests in the security instruments 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, 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 against 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 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 becomes due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments in the order in which it becomes due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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. If any of the MERS or 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 affect 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
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 5/31/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 837 page 128.

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

Owner's signature

Print Name Richard A. Kyall, II

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

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

Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature

Print Name Richard A. Kyall, II

Personally appeared before me Richard A. Kyall, II (Owner prin)

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

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

B R O O N I Y  W I L L I A M S

Notary Public, State of Georgia

Rev 05052021
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

This Indenture made the 31st day of May, 2003 between Robert C. Allison, Jr., of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Richard A. Kyall, 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 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, assigned, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 9, Abercorn Acres Subdivision, as shown and more particularly described on that certain map or plan made by Paul D. Wilder, dated June 19, 1997, recorded in Plat Cabinet A, Slide 394-F, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from James H. Snooks to Robert C. Allison, Jr., dated May 27, 1998, recorded in Deed Book 470, page 135, aforesaid records.

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

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

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

Signed, sealed and delivered in the presence of:

[Signature]

[ SEAL]

(Signed)

Robert C. Allison, Jr.

(Signed)

[ SEAL]

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

Effingham County, Georgia
Real Estate Transfer Tax
Paid $52.00
Date: June 6, 2003

[ SEAL]

Clerk of Superior Court
SECURITY DEED

GEORGIA INTANGIBLES TAX PAID

May 31, 2002

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 together with all Riders to this document.

(B) "Borrower" means A. K. ALL.

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 F.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is "JACKSON, ESHER, & WHITAKER MORTGAGE CORP."

Lender is a Corporation organized and existing under the laws of

FLORIDA

Lender's address is: 101 NE 2nd STREET, OCALA, FL 34470-6642

May 31, 2002

The Note states that Borrower owes Lender Seventy Two Thousand and 00/100 Dollars (U.S. $72,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2032.

(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
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Weekly Payment Rider
- Other (specify)

Waiver of Borrowers Rights Closing Attorney's Affidavit

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association 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 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 9 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) "RSPSRA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulations, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this instrument, "RSPSRA" includes, but is not limited to, Regulation X, 24 C.F.R. Part 3500.
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the County of ETTINGHAM:

See Exhibit A attached hereto

Parcel ID Number: 110A-6
3963 OLD AUGUSTA ROAD
LINCOLN
("Property Address")

which currently has the address of

[Street]
[City], [State] [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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
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 such Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) Interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. If 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 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 costs, 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 Lenders 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
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/23/2003, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 921 page 052.

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

Owner's signature: ___________________________
Print Name: James W. Manka

Owner's signature: ___________________________
Print Name: __________________________________

Owner's signature: ___________________________
Print Name: __________________________________

Owner's signature: ___________________________
Print Name: __________________________________

Sworn and subscribed before me this 10th day of June, 20__.

[Signature]
Notary Public, State of Georgia

LaSonja Michelle Kent
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires 08/03/2015

Rev 05052021
I, James W. Manka, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

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

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.389.0230 Email: ydesai@statureinvestmentsus.com

Owner's signature: 

Print Name: James W. Manka

Personally appeared before me James W. Manka (Owner print)

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

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

LaSonja Michelle Kent
Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA

COUNTY OF CHATHAM

WARRANTY DEED

THIS INDENTURE, Made the 27th day of December, 2002, between James H. Snooks, as party or parties of the first part, hereinafter called Grantor, and, James W. Manka, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: that Grantor for and in consideration of the sum of Ten Dollars and no cents ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereinafter acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT A (LEGAL DESCRIPTION) ATTACHED HERETO AND INCORPORATED HEREIN.

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

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

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

Signed, sealed and delivered in presence of:

Witness: ____________________________

Notary Public

VICTOR J. TETREAUT, P.C.
P.O. Box 15938
Savannah, Ga. 31416

Elliott County, Georgia
Real Estate Transfer Tax
Paid $ 115.00
Date 1-29-2003
Clerk of Superior Court
EXHIBIT A (LEGAL DESCRIPTION)

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA, BEING KNOWN AS LOT 8, A RECOMBINATION OF LOTS 7 AND 8, ABERDEEN ACRES, AS SHOWN ON THAT CERTAIN MAP OR PLAT OF SURVEY, PREPARED BY PAUL D. WILDER, GEORGIA REGISTERED LAND SURVEYOR NUMBER 1650, DATED AUGUST 13, 1988, AND RECORDED IN PLAT CABINET B, PAGE 28-F, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, TO WHICH MAP OR PLAT OF SURVEY AND THE RECORD WHEREOF REFERENCE IS HEREBY MADE FOR ALL PURPOSES IN AID OF DESCRIPTION.

PIN #: 110A.008

MORE COMMONLY KNOWN AS 1961 OLD AUGUSTA ROAD, RINCON, GEORGIA 31326.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 7/22/2014, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 2273 page 592.

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

Owner's signature

Print Name Mision Bautista Hispana de Rincon

Owner's signature

Print Name

Owner's signature

Print Name

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

Notary Public, State of Georgia

KAREN CHIRINOS
Notary Public, Chatham County, GA
My Commission Expires May 21, 2024

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100 POOLER, GA 31322

Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSUS.COM

Owner’s signature: Francisco Rodriguez

Print Name: Mision Bautista Hispana de Rincon

Personally appeared before me Mision Bautista Hispana de Rincon (Owner print)

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

Sworn and subscribed before me this 9th day of May, 2020

Notary Public, State of Georgia

KAREN CHIRINOS
Notary Public, Chatham County, GA
My Commission Expires May 21, 2025

Rev 05052021
Special Warranty Deed

State of Georgia
County of Fulton

THIS INDENTURE, made this 22 day of JUN, 2014, by
and between Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust
2003-1 Asset-Backed Certificates, Series 2003-1 as party of the first part, hereinafter
called Grantor, and Mision Bautista Hispana De Rincón as party or parties of the second
part, hereinafter called Grantee (the words “Grantor” and “Grantee” to include their
respective heirs, successors and assigns where the context required or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN
DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in
hand paid at and before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed,
and by these presents does grant, bargain, sell, alien, convey and confirm unto the said
Grantee, the following described property to wit:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE,
LYING AND BEING IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY,
GEORGIA, BEING KNOWN AS LOT 7, A RECOMBINATION OF LOTS 7 AND 8,
ABERCORN ACES, AS SHOWN ON THAT CERTAIN MAP OR PLAT OF
SURVEY, PREPARED BY PAUL D. WILDER, GEORGIA REGISTERED LAND
SURVEYOR NUMBER 1559, DATED AUGUST 13, 1998, AND RECORDED IN
PLAT CABINET 3, PAGE 29-P, IN THE OFFICE OF THE CLERK OF THE
SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, TO WHICH MAP OR
PLAT OF SURVEY AND THE RECORD WHEREOF REFERENCE IS HEREBY MADE FOR ALL PURPOSES IN AID OF DESCRIPTION.

This property is more commonly known as 1941 Old August Road, Rincon, GA 31326 under the current system of numbering property in Effingham County, Georgia.

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

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

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

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

Chris Hanichen

Wells Fargo Bank, N.A., as Trustee for
Option One Mortgage Loan Trust 2003-1
Asset-Backed Certificates, Series 2003-1

By: Ocwen Loan Servicing, LLC, as
Attorney in Fact

By: (Seal)

Jami Dobrobia
Contact Management Coordinator

STATE OF FLORIDA
COUNTY OF PALM BEACH

On __ __, 2021, personally appeared before me, Jami Dobrobia, as
for Ocwen Loan Servicing, LLC, as Attorney in
Fact for Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2003-1
Asset-Backed Certificates, Series 2003-1. Personally Known To Me

[Signature]

Notary Public
My commission expires: 3-3-17
(Notary Seal)

ALLYSON RYHHA
NOTARY PUBLIC
STATE OF FLORIDA
Commission #91444
Expires 12/8/2017
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/24/2014 on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

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

Owner’s signature

Print Name: Chester R. Porter

Owner’s signature

Print Name: Clirt R. Porter

Owner’s signature

Print Name:

Sworn and subscribed before me this 18 day of March, 2022

[Signature]
Notary Public, State of Georgia

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

1/24/2014

on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

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

Owner's signature

Print Name Chester R. Porter

Owner's signature

Print Name Clint R. Porter

Owner's signature

Print Name

Sworn and subscribed before me this 6 day of June, 2022

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2024

Notarized Signature for Clint R Porter

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Stature Investments/Yash Desai
Applicant/Agent Address: 118 Pipemakers Cir, Suite 100
City: Pooler State: GA Zip Code: 31322
Phone: 912.398.0283 Email: ydessai@statureinvestmentsus.com

Owner's signature ___________________________

Print Name Chester R. Porter
Personally appeared before me Chester R. Porter (Owner print)

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

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

Notary Public, State of Georgia
Owner's signature ___________________________

Print Name Clint R. Porter
Personally appeared before me Clint R. Porter (Owner print)

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

Sworn and subscribed before me this 6 day of June, 2022.

MARGARET M DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2024

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Stature Investments/Yash Desai
Applicant/Agent Address: 118 Pipemakers Circle, Suite 100
City: Pooler State: GA Zip Code: 31326
Phone: 912.398.0280 Email: ydessai@statureinvestmentsus.com

Owner’s signature: [Signature]
Print Name: Chester R. Porter

Personally appeared before me Chester R. Porter (Owner print)

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

Sworn and subscribed before me this 18 day of March 2022

[Signature]
Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA,

COUNTY OF EFFINGHAM

This Indenture made the 24th day of January 2014, between CHESTER R. PORTER, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and CHESTER R. PORTER and CLINT R. PORTER, as tenants in common with survivorship, as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND 00/100 ($1.00) DOLLAR and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant and convey unto the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land, situate, lying and being in the 9th GM District, Effingham County, Georgia, containing 0.34 acres, more or less, being bounded on the North by property of Jesse W. Exley; on the East by property of the City of Savannah; on the South by property of Robert E. McCormick; and on the West by property of Jesse W. Exley, as shown and more particularly described on that certain plat by Paul D. Wilder, dated April 12, 1998, recorded in the office of the Clerk of superior Court of Effingham County, Georgia, in Plat Book A, slide 354C, said plat being specifically incorporated herein for any and all purposes including, specifically, for determination of the exact location of the boundaries of said property.

This being the same property conveyed to Chester R. Porter by Quitclaim Deed from Mary Porter, dated March 10, 1998, recorded in Deed Book 465, page 366, aforesaid records.

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

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

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

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

Signed, sealed and delivered in the presence of:

Witness
Notary Public
My commission expires: 3-12-16

[Seal]

TITLED NOT EXAMINED OR CERTIFIED BY SCRIVENER
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance, by virtue of a deed dated 1/20/2006, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1395, page 235.

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

Owner's signature

Print Name Ashley Ron Moore

Owner's signature

Print Name

Owner's signature

Print Name

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

Notary Public, State of Georgia

[Notary Public's Signature]

[Notary Public's Seal]

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 130 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.398.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature: ____________________________

Print Name: Ashley Ron Moore

Personally appeared before me: Ashley Ron Moore (Owner print)

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

Sworn and subscribed before me this __________ day of __________, 20 __________.

Notary Public, State of Georgia

STATE OF CALIFORNIA COUNTY OF San Diego

Notary Public in and for the State of California and for the County of San Diego, and have hereunto set my hand and official seal.

Kai Peterson

Rev 05052021
QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, in the year two thousand and six, between BRENDA SHARON HODGES as party or parties of the first part, hereinafter called Grantor, and ASHLEY RON MOORE as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee

All that certain, lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia containing 22.01 acres, more or less, and being designated as Parcel 1-B, 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 1538, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as part of this description.

Also conveyed herein is a perpetual non-exclusive easement for ingress and egress as shown on this plat of survey.

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

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

Signed, sealed and delivered
in the presence of:

WITNESSES

TITLE NOT EXAMINED BY SCRIVENER
July 13, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Stature Investments c/o Yash Desai
Southern End of the County off Old Augusta
Pin: 477-8/9, 477A-6, 7, 8, 9, 10
Total Acres: 130.58 Acres to be rezoned: 130.58

To Whom It May Concern:

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

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

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

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

Sincerely,

Darrell M. O'Neal, MPA
Environmental Health County Manager
Effingham County Health Department
SUBMITTED APPLICATIONS FOR REZONING TO I-1
Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concanon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: July 18, 2022

Item Description: Stature Investments as Agent for Joye Polk, Shawn T. & Laura Susan Jones, Chester R. & Clint R. Porter, Ashley Ron Moore, requests a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses. Located on Old Augusta Road, zoned AR-1, proposed zoning I-1. Map# 477 Parcels# 8&9; Map# 477A Parcels# 6&10

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to reduce required buffers between industrial and non-industrial parcels, with conditions.

Executive Summary/Background
- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant plans two warehouses: 820,800 sf and 248,000 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300'.
- Section 3.4 Buffers. Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.
- The parcels with frontage on Old Augusta Road are part of Abercorn Acres, a residential subdivision.
- Buffer reduction requested at Abercorn Acres and Abercorn Rd parcel boundaries: from 300' to 150', with a 20' earthen berm in the upland areas. Wetlands areas in the buffer will be undisturbed. The impact of the buffer reduction is partly mitigated by the addition of a 20' high earthen berm. The berm will provide visual screening, and reduce noise.
- Buffer reduction at the eastern boundary (City of Savannah Water Intake 477-10 & 11 and 486-1 State of GA): from 300' to 25'.

Alternatives
1. Approve request for a variance to reduce required buffers between industrial and non-industrial parcels to allow for the development of industrial warehouses, with the following conditions:
2. Deny request for a variance to reduce required buffers between industrial and non-industrial parcels.

Recommended Alternative: 1

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Variance application
2. Site plan
3. Ownership certificate
4. Aerial photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 6/13/22

Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant Email Address: YDESAI@STATUREINVESTMENTS.COM

Phone #: 912-398-0280

Applicant Mailing Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: SAVANNAH State: GA Zip Code: 31322

Property Owner, if different from above: SEE ATTACHED AUTHORIZATIONS AND OWNERSHIP CERTIFICATIONS FOR OWNER INFO Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known):

Phone #

Owner's Mailing Address:

City: State: Zip Code:

Property Location: OLD AUGUSTA RD, SOUTH OF ABERCORN RD

Name of Development/Subdivision: N/A

Present Zoning of Property: AR-1/ Prop I-1

Tax Map-Parcel #: Total Acres

VARIANCE REQUESTED (provide relevant section of code): ORDINANCE SECTION 3.4

Describe why variance is needed: THE APPLICATION OF A 300' BUFFER ALONG WITH THE EXISTING EASEMENTS AND WETLANDS WITHIN THE PROPERTY REDUCES THE BUILDABLE AREA WITHIN THE OVERALL DEVELOPMENT BY GREATER THAN 50% OF THE TOTAL LOT AREA. How does request meet criteria of Section 7.1.8 (see Attachment C): THE APPLICATION OF A 300' BUFFER IN ADDITION TO THE EXISTING EASEMENTS AND WETLANDS WITHIN THE PROPERTY CREATES A SIGNIFICANT HARDSHIP IN DEVELOPING FOR A PROPOSED WAREHOUSE USE.

Applicant Signature: Date 6/13/22

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

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

5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 page 446.

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

Owner's signature

Print Name Shawn T. Jones

Owner's signature

Print Name Laura Susan Jones

Owner's signature

Print Name

Notarized before me this 10th day of June, 2022.

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Yash Desai/Stature Investments

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.369.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature: [Signature] 6-10-22

Print Name: Shawn T. Jones

Owner's signature: [Signature]

Print Name: Laura Susan Jones

Personally appeared before me Shawn T. Jones & Laura Susan Jones (Owner print)

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

Sworn and subscribed before me this 10th day of June, 20 22.

[Signature]

Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of May 15, 2020 by and between

Southland Restoration, LLC
(Hereinafter referred to as the "Grantor"), and

Shawn T. Jones and Laura Susan Jones
, as joint tenants with rights of survivorship
(hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

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

All that certain lot, tract or parcel of land situate, lying and being in the 9th GM District of Effingham County, Georgia, and containing 5 acres. more or less, being known and designated as Lot 10, Abercorn Acres Subdivision, as shown on the map or plat of said Subdivision recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Cabinet A, Page 384F. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed. containing improvements thereon known as 2093 Old Augusta Rd S, Rincon, GA 31326, PIN 0477A-010,

(hereinafter referred to as the "Property")

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

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.
IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the
day and year first above written.

Signed, sealed and delivered this 15th day of May, 2020, in the presence of:

[Signature]

Unofficial Witness

Notary Public

[Signature]

My Commission Expires: 5/11/2024

[Notarial Seal]

Southland Restoration, LLC

BY: Christine Durrence

Christine Durrence, as authorized signatory
SECURITY DEED

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 16, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security instrument" means this document, which is dated May 15, 2020, together with all Indexes to this document.

(B) "Borrower" is SHAWN T JONES and LAURA SUSAN JONES, JOINT TENANTS.

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under the Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Phila, PA 19101-2026, tel. (610) 379-MERS.

(D) "Lender" is BankSouth Mortgage Company, LLC.

Lender is a Limited Liability Corporation, organized and existing under the laws of Georgia. Lender's address is 3590 Northside Parkway, Suite 600, Atlanta, GA 30327.

(E) "Note" means the promissory note signed by Borrower and dated May 15, 2020. The Note states that Borrower owes Lender ONE HUNDRED FORTY THOUSAND TWO HUNDRED FIFTY DOLLARS ($140,250.00).
LOAN #: 2004103810

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2009.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property.

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(h) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- Condominium Rider
- Planned Unit Development Rider
- Second Home Rider
- 1-4 Family Rider
- Blended Payment Rider
- V.A. Rider
- Other(s) (Specify)

Waiver of Borrower's Rights Rider, Manufactured Home Rider, Manufactured Home Affidavit of Affirmation

(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders that have the effect of law as well as all applicable final, non-appealable judicial opinions.

(j) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower by the Property by a community 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 5.

(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 6) 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 9 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 moneys, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the County of EFFINGHAM

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

GEORGIA – Single Family – Federal Max/ Freddie Mac UNIFORM INSTRUMENT Form 5011 1/01
Erie Moe, Inc. Page 2 of 10
QEDED 0419 QEDED (CLS)
05/15/2020 07:02 AM EST
TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.” Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for the liens of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer’s check or cashier’s check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

   Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If 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.

3. Prepayment of the Loan. Borrower may pay in full the entire outstanding principal balance of the Note, and all other amounts due under the Note, at any time and for any reason without penalty. Fees and assessments and other items which may be assessed or imposed at any time and for any reason, in the amount of $25.00, shall be paid at the time of such prepayment.
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 6/19/2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 842 page 427.

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

Owner's signature

Print Name Joye Polk

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: STATURE INVESTMENTS ATTN: YASH DESAI

Applicant/Agent Address: 118 PIPE MAKERS CIRCLE, SUITE 100

City: POOLER State: GA Zip Code: 31322

Phone: 912-398-0280 Email: YDESAI@STATUREINVESTMENTSSUS.COM

Owner’s signature: Joye Polk

Print Name: Joye Polk

Personally appeared before me Joye Polk (Owner print)

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

Sworn and subscribed before me this 9th day of May, 2022.

Dawn Hickman
Notary Public, State of Georgia
RETURN TO: Lloyd D. Murray  
P.O. Box 1569  
Richmond Hill, GA 31324

Effingham County, Georgia  
Real Estate Transfer Tax  
Paid $1,095  
Date 3-14-2002  

STATE OF GEORGIA  
COUNTY OF BRYAN

WARRANTY DEED

THIS INDENTURE, Made this 19th day of June, in the year of our Lord Two Thousand and Two, between SATISFACTION & SERVICE HOUSING, INC. of the County of Chatham, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and JOYE POLK of the County of Chatham, and State of Georgia, as party or parties of the second part; hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of Grantor's interest in and to the following described property, to wit:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9TH G.M. District, Effingham County, Georgia, being known and designated as Lot 6, containing 5.0 acres, more or less, Abercorn Acres Subdivision, as shown on that certain map or plat made by Paul D. Wilder, R.L.S. No. 1559, dated June 19, 1997, recorded in Plat Cabinet A, slide 394-F, in the records of the Clerk of Superior Court for Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

SUBJECT to all valid reservations, restrictions, easements, and rights of way of record.

TOGETHER with all improvements located thereon.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.
IN WITNESS WHEREOF the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered on the 19th day of June, 2002, in the presence of:

Witness

Satisfaction & Service Housing, Inc.

BY: Ellis A. Skinner, II

Notary Public
My Commission expires: July 15, 2003
DEED TO SECURE DEBT
AND SECURITY AGREEMENT

GEORGIA
COUNTY OF BRYAN

THIS INDENTURE, made this 19th day of June, 2002, between JOYE POLK of the State of Georgia and the County of CHATHAM, Grantor, and INTERSTATE MORTGAGES, INC. of P. O. Box 489, Springfield, Georgia 31329, Grantee,

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee in the sum of One Hundred Fourteen Thousand Seven Hundred Fifty and 00/100 Dollars ($114,750.00) in lawful money of the United States and has agreed to pay the same, with interest hereon, according to the terms of a certain note (the "Note") given by Grantor to Grantee bearing even date herewith, with final payment due on August 13, 2002, the Note, by reference, being made a part hereof.

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

SEE EXHIBIT "A" ATTACHED HERETO
FOR A COMPLETE DESCRIPTION OF THE PROPERTY HEREIN CONVEYED.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinafter described, or any part thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or above the same or any part thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appurtenant, and the reversions, remainder and reversions, rents and issues and profits thereof; and also the easements, rights, interest, claims and demands whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, demesne and ornamental fixtures and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment") now or hereafter located in, upon or under said property or any part thereof and used, or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor, including but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, Inching and power equipment; engines; pipes; pumps; tanks; motors; conduits; switch-boxes; plumbing, lifting, clearing, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; swirvings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpeting; draperies; furniture and furnishings in commercial, institutional and industrial buildings, together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein; together with all additions thereto and replacements thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested...
by Grantee to confirm the conveyance, transfer and assignment of any of the foregoing; and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the leasing, leasing and

balancing of property improvements thereon and Equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of

(a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street or (c) any other injury to, taking of, or

decrease in the value of, the premises, to the extent of all amounts which may be secured by deed at the date of such award or payment by

Grantee and of the reasonable attorney's fees, costs and disbursements incurred by Grantee in connection

with the collection of such award or payment.

WE HAVE AND DO HOLD the aforesaid property rights, contract rights, Equitable and claims (all of which are collectively

referred to herein as the "Prerequisites") and the benefit and burden of the Grantor, however, in fee simple.

Grantee warrants that Grantor has good title to the Premises and a lawful title and possession of the Premises and every

part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided and that

Grantee will forever warrant and defend the title to the premises unto Grantee against the claims of all persons whosoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing

loan or security deed and security agreements and is not a mortgage, and is made and intended to secure the payment of the

indebtedness of Grantee to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other

indebtedness now owing or which may hereafter be owing by Grantee to Grantee, however incurred, including advances by Grantee

or transfers or Grantee for the purpose of paying taxes or premiums on insurance on the premises or to improve the

Premises or to either of the Grantees or Grantees of any Grantee or the owner of the Premises, and all renewal or renewals and extension or

extensions of the Note or other Indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured

Indebtedness").

1. Grantee shall pay to Grantee the Secured Indebtedness with Interest thereon as in the Note and this deed provided.

2. Grantee shall pay, when due and payable, (a) all taxes, assessments, interest 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; (c) premiums on any policy of insurance covering the Premises; (d) premiums on any policy of insurance covering

the Premises; (e) ground rents or other lease rentals, if any, payable by Grantee. Grantee shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantee

shall pay to Grantee, together with and in addition to the payment of principal and Interest payable under the terms of the Note secured

hereby, on the installment-payment dates of the Note, until such date as the 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, and so that Grantee will have sufficient funds on hand to pay any 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 any of Grantee's funds, pending payment. The application hereof as herein

provided. Grantee shall pay to Grantee the Secured Indebtedness, or any extension of the same, at the date which the same becomes 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 amount of the then unpaid credit thereof as and when they become due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such 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 thereon in excess of credit for said charges.

Any excess amount advanced shall become part of the Secured Indebtedness and bear interest at the rate of eight percent (8%) per annum from date of advances, on account of any delinquent installments of principal or Interest or any other payments maturing or due under this Instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the outstanding balance of the Premises shall be applied to the benefit of the
defense of 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. (a) Grantee shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, collision, striking a structure, vehicle or other structure and such other hazards as Grantee may from time to time require, all at amounts approved by Grantee not exceeding 100% of full insurable value; all insurance herein provided for shall be in form and condition approved by Grantee, and, regardless of the types or amounts of insurance required and approved by Grantee, Grantee shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured

Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without

contribution by Grantee, pursuant to the New York Standard or other mortgage clause satisfactory to Grantee. If Grantee, by reason of

such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by

Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantee for the repair or replacement of

the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see

to the proper application of any amount paid over to Grantee; (b) Not less than ten (10) days prior to the expiration date of each policy of

Insurance required of Grantee pursuant to this Article, and of each policy of Insurance held as security for Secured

Indebtedness, Grantee shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of

payment satisfactory to Grantee and (c) in the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all

the rights of Grantee, including any right to unearned premiums, in lieu of all policies of insurance assigned and delivered to Grantee,

with respect to all rights conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

4. Grantee shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and

shall comply with all laws, ordinances and requirements of any governmental authority relating to the Premises and the land thereof or any part thereof. Grantee shall promptly repair, restore, replace or rebuild any part of the Premises, now or

hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 5 hereof. No part

of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground

improvement, equipment or other property, 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. Grantee shall complete, within a reasonable time, and

pay for any building, structure or other improvements to the Premises in the process of construction on the property herein conveyed,

Grantee 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. Grantee shall not use the Premises at all

reasonable and moments of use the Premises shall be in accordance with the terms hereof. Grantee shall convey the Premises to any

person or persons as the Grantor may designate, and shall convey the same in accordance with the terms hereof.
Grantee of 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 5 days of the request or within 30 days of the request in case the request is made by mail.

6. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade or any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority corporation, Grantor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the release by Grantor of any of said property, any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantor, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, who or in part, to Grantor for the purpose of restoring, remodeling or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or objects satisfactory to Grantor, but Grantee shall not be obligated to see to the application of any paid amount over to Grantor. If, prior to receipt by Grantor of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantor 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, and of the reasonable counsel fees and disbursements incurred by Grantee in connection with the collection of such award or payment.

7. If Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once per month, (i) a statement in such reasonable detail as Grantee may request, certified by the Grantor or executive officer of a corporate Grantor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Grantor may certify, certified by the Grantor or executive officer of the Grantor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, and (c) the leasing of the Premises or any part thereof, for the last 12 months calendar period prior to the giving of said notice, and on demand, Grantor shall furnish to Grantee executed counterparts of any such leases and conveyance facilities for the audit and verification of any such statement.

8. Each of the following events shall constitute an "Event of Default" under this deed: (i) should Grantor fail to pay any Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty representation of any instrument, transfer certificate, assignment, loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises is reduced by the amount of such damage or alteration; (iv) should any federal tax lien, or claim for labor material be filed against Grantor or the Premises and not be removed by payment or bond within 30 days from date recording; (v) should any claim, or proceeding to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding; (vi) should any creditors, or should a receiver, liquidator or trustee of Grantor or property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Grantor be adjudicated as bankrupt or insolvent, or should Grantor in a proceeding admit his insolvency or inability to pay his debts as they fell due or should Grantor, if a corporation, be liquidated dissolved, or be required to be dissolved or wound up, or liquidated or dissolved or wound up, or if a trust, be terminated or expired; (vii) should Grantor fail to keep, observe, perform, carry out and execute, in every particular, covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of the following instruments given with respect to the Secured Indebtedness, or in the commitment of Grantor and Grantee, or assignment leases by Grantor; or (viii) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with a third party, which would authorize the acceleration of any debt to any such third party, the acceleration of which would materially affect Grantor's ability to pay when due any amounts owed to Grantee.

9. If an Event of Default occurs and remains uncured, Grantee may do any one or more of the following: (i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent for the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises; (ii) pay any sums in any form or manner deemed expedient by Grantor to protect interest in the Premises in the event of default other than payment of Interest or principal on Secured Indebtedness; (iii) pay any amount hereunder authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt or any such public officer or party shall be conclusive evidence of the validity and amount of items so paid, in which event the amount so paid, with interest thereon from the date of such payment at the rate of __NOTE RATE____ percent per annum, shall be added and become a part of the Secured Indebtedness and be immediately due to and payable to Grantee; and Grantee shall be subrogated to any and all enureances, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with interest in the event of default under this deed, and such subrogation shall be a cumulative security to this instrument; (iv) declare the entire Secured Indebtedness immediately due, payable and collectible, with notice to Grantor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible, and thereupon, Grantee 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, to the highest bidder for cash, first advertising the time and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which such advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereafter execute a bond to the purchaser at said sale, under the seal of the county of the Premises, which bond may contain such conditions and terms to the happening of the default upon which the execution of the powers of sale, herein granted, depends, and said recital shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were done in all things duly performed with, and Grantor hereby constitutes and appoints Grantee or its assignees, agents, representatives, successors or assigns, may bid at purchase at such sale, and Grantor hereby constitutes and appoints Grantee or its assigns, agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and the conveyance to be made by Grantor, or its assigns, in that event of a deed in lieu of foreclosure, then as to such conveyance) shall be effects to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exceptions or Grantor, or its successors in interest, in and to said Premises; and if Grantee, or its assignees, shall collect the proceeds of such sale, ranging therefore all unpaid Secured Indebtedness with interest then due thereon and all amounts advanced by Grantor for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of __NOTE RATE____ percent per annum thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and (15 percent of the principal amount of any surplus) to Grantor (in the event of deficiency) or 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, or any person claiming under, or in trust for, or as agent of, or its assignee, or its successors, or its assigns, or its estate, or its interest, or its interest in or right to the Premises shall not thereby be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summa
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/15/2020, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2593 page 446.

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

Owner’s signature

Print Name Shawn T. Jones

Owner’s signature

Print Name Laura Susan Jones

Owner’s signature

Print Name

Notary Public, State of Georgia

10th day of June, 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 1/20/2006, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1395, page 235.

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

Owner's signature: [Signature]
Print Name: Ashley Ron Moore

Owner's signature: 
Print Name: 

Owner's signature: 
Print Name: 

Owner's signature: 
Print Name: 

Swoen and subscribed before me this ___ day of ___, 20___.

Notary Public, State of Georgia

[Stamp] PAOLA DIAZ
Commission No. 24459347
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires February 12, 2025

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 136 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31322

Phone: 912.396.0230 Email: ydesai@statureinvestmentsus.com

Owner’s signature: ____________________________
Print Name: Ashley Ron Moore

Personally appeared before me Ashley Ron Moore (Owner print)

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

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

Notary Public, State of Georgia

STATE OF CALIFORNIA, COUNTY OF San Diego

Commissioned and licensed to act as Notary Public in the State of California to be filled out by Ashley Ron Moore on the above date. This certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature of Notary

KAI PETERSON
Commission No. 23504995
Notary Public - California
Commission Expires October 31, 2024

Rev 05/05/2021
QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, in the year two thousand and six, between BRENDA SHARON HODGES as party or parties of the first part, hereinafter called Grantor, and ASHLEY RON MOORE as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee

All that certain, lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia containing 22.01 acres, more or less, and being designated as Parcel -1B, as shown on that certain plat of survey prepared by Leon A. Zipperer, Jr., registered land surveyor, dated February 16, 2002, and recorded in Plat Cabinet B, Slide 168B, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as part of this description.

Also conveyed herein is a perpetual non-exclusive easement for ingress and egress as shown on this plat of survey.

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

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

Signed, sealed and delivered
in the presence of:

TITLE NOT EXAMINED BY SCRIVENER
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229, page 771.

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

Owner's signature

______________________________
Print Name: Chester R. Porter

Owner's signature: ________________________

______________________________
Print Name: Clint R. Porter

Owner's signature: ________________________

Print Name: ________________________

Sworn and subscribed before me this 6th day of June, 2022

____________________________
MARGARET M DOBO
Notary Public, Georgia
Camden County
Notary Commission Expires
January 27, 2024

Notarized Signature for Clint R. Porter only
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Cir, Suite 100

City: Pooler  State: GA  Zip Code: 31322

Phone: 912.398.0283  Email: ydesai@statureinvestmentsus.com

Owner’s signature ____________________________

Print Name Chester R. Porter

Personally appeared before me Chester R. Porter (Owner print)

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

Sworn and subscribed before me this ___ day of ___________ 20__

Notary Public, State of Georgia

Owner’s signature ____________________________

Print Name Clint R. Porter

Personally appeared before me Clint R. Porter (Owner print)

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

Sworn and subscribed before me this ___ day of June ___________ 20__

MARGARET M. DOBO
Notary Public, Georgia
Camden County
My Commission Expires January 27, 2024

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 1/24/2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2229 page 771.

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

Owner’s signature: [Signature]
Print Name: Chester R. Porter

Owner’s signature: ________________________________
Print Name: Clint R. Porter

Sworn and subscribed before me this 18 day of 4 March 2022.

[Signature]
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant/Agent: Stature Investments/Yash Desai

Applicant/Agent Address: 118 Pipemakers Circle, Suite 100

City: Pooler State: GA Zip Code: 31326

Phone: 912.398.0280 Email: ydesai@statureinvestmentsus.com

Owner's signature: [Signature]

Print Name: Chester R. Porter

Personally appeared before me Chester R. Porter (Owner print)

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

Sworn and subscribed before me this 18 day of March, 2022.

JoAnn R Hughes

Notary Public, State of Georgia
DEED OF GIFT

STATE OF GEORGIA,
COUNTY OF EFFINGHAM

This Indenture made this 26th day of January, 2014, between CHESTER R. PORTER, of the County of Effingham, State of Georgia, as party of the first part, hereinafter called Grantor, and CHESTER R. PORTER and CLINT R. PORTER, as tenants in common with survivorship, as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) 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 given, granted and conveyed, and by these presents does give, grant and convey unto the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that certain lot, tract or parcel of land, situate, lying and being in the 9th GM District, Effingham County, Georgia, containing 84.34 acres, more or less, being bounded on the North by property of Jesse W. Easley; on the East by property of the City of Savannah; on the South by property of Robert E. McCormick; and on the West by property of Jesse W. Easley, as shown and more particularly described on that certain plat by Paul D. Wilder, dated April 12, 1996, recorded in the office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book A, slide 354C, said plat being specifically incorporated herein for any and all purposes including, specifically, for determination of the exact location of the boundaries of said property.

This being the same property conveyed to Chester R. Porter by Quitclaim Deed from Mary Porter, dated March 10, 1998, recorded in Deed Book 465, page 366, aforesaid records.

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

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

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

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

Signed, sealed and delivered in the presence of:

[Signature]

Notary Public

My commission expires:

[Stamp]

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER