ATTACHMENT A - CONDITIONAL USE APPLICATION

	Application Date:
Applicant/Agent: Yuval Bartal	
Applicant Email Address: Yuvalbartal42@gmail.com; yuval@orch	ardgroupusa.com
Phone #	
Applicant Mailing Address: 613 Windsor Road	
City: Savannah State: GA	Zip Code: <u>31419</u>
Property Owner, if different from above: _The Waters Estate LI Include Signed & Note	C (Andrea L. Allsbrook) arized Authorization of Property Owner
Owner's Email Address (if known): thewatersestate@gmail.com	
Phone #912-754-5138	
Owner's Mailing Address:1800 McCall Road	
City: Rincon State: GA	Zip Code:
Property Location: 1800 McCall Road	
Present Zoning of Property AR-1 Tax Map-Parcel #_03910	0003 Total Acres 56.92
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
X OTHER (provide relevant section of code):5.1.2.1	0
Reason: Property received a conditional use permit to operate a priva	ate event venue from the County on April 17, 2018.
Current applicant is under contract to purchase the property and wants	to maintain the current use (no changes), which requires
a new conditional use permit to be issued.	
How does request meet criteria of Section 7.1.6 (see Attachm in operation for 3+ years, without impact on economic values or physic: 60 acres, well-buffered, provides adequate parking and setbacks. Appli of the facility.	al appearance of the heighborhood. Property is hearly
Applicant Signature:	Date 09/09/2022

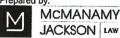
ATTACHMENT B - OWNERSHIP CERTIFICATION

AUTHORIZATION OF PROPERTY OWNER

I, Andrea L. Alborat, 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: Orchard Group
Applicant/Agent Address: 2 E Bryan St.
City: Savannah State: GA Zip Code: 31401
Phone: 912-484-5172 Email: Orchardgroup USA@gMail.com
Owner's signature Andrea L Allshowk Print Name Andrea L Allshowok
Personally appeared before me Andrea L. Allsbrook (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
Notary Public, State of Georgia Notary Public, State of Georgia

DDC 000595 FILED IN OFFICE 1/24/2017 10:06 AM BK:2386 PG:877-878 ELIZABETH Z. HURSEY CLERK OF SUPERIOR COUR TEFFINGHAM COUNTY

Prepared by:



McManamy Jackson, PC 6600 Abercom Street, Suite 208 Savannah, GA 31405 (912)691-0943 phone (912)691-0947 fax 1-160691SMS

161857

PT-61 051-2017-000141

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of January 13, 2017 by and between

Andrea L Allsbrook (Hereinafter referred to as the "Grantor"), and

The Waters Estate, LLC (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 10th G.M. District of Effingham County, Georgia, containing 96.62 acres, more or less, as shown on a plat of survey prepared for Larry Redmond by Warren E. Poythress, GRLS #1953, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat cabinet C, Page 154B-1. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed. This being the same property conveyed to Larry B. Redmond by Quit Claim Deed from Patricia J. Redmond dated September 10, 2013 and recorded on October 17, 2013 in Deed Book 2217, Page 474 and by Warranty Deed from Shirley D. Palmer dated January 20, 2007 and recorded January 31, 2007 in Deed Book 1578, Page 458; aforesaid records.

According to the Effingham County Tax Assessor's records, this parcel has been divided into 2 parcels; one containing 87.25 acres (Parcel 1) with PIN #03910003 and the second containing 9.37 acres (Parcel 2) with PIN #03910003A00. Currently, there is not a plat recorded in the aforesaid Clerk's Office reflecting a subdivision of said property.

(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.

7

Signed, sealed and delivered this 13th day of January, 2017 in the presence of:

STATE OF GEORGIA **EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 391-3

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 391-3 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, ANDREA ALLSBROOK has filed a conditional use application; map and parcel number 391-3, located in the 4TH commissioner district, and

WHEREAS, a public hearing was held on April 17, 2018 and notice of said hearing having been published in the Effingham County Herald on 03/28/2018; 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 03/07/2018; and

IT IS HEREBY ORDAINED THAT a conditional use application; Map and Parcel number 391-3, located in the 4TH commissioner district is granted with the following stipulations:

- 1. Follow all General operating regulations under Section 5.1.2.10- Private and Public Events Venue
- Follow all guidelines and requirements for the Environmental Health Department regarding food services and restroom facilities for all events.
- 3. Site development plans comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- 4. All wetland impacts permitted by USACE

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

This 17th day of April

BOARD OF COMMISSIONERS EFFINGHAM COUNTY, GEORGIA

ESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: D4/17/2018

Code of Ordinances impervious surface coverage.

Q

- *5.1.2.4.* Rural business, as provided in article III, section 3.15B.
- 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.
- 5.1.2.6 Day care facilities.
- 5.1.2.7 Airfields for general aviation purposes, together with subordinate uses.
- 5.1.2.8 Impervious lot coverage over 45 percent.
- 5.1.2.9 Solar farms. An array of solar panels that is not an accessory to other uses on the property provided that the array meets all applicable buffer requirements; no new roads may be created for this use. The structures must meet all wind load requirements as referenced in the building code.
- 5.1.2.10 Private and public events venue. Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions. The property must be at least 5 acres in size.
 - (1) *General operating regulations*. The following operating regulations shall be enforced by the permittee:
 - (a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.
 - (b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.
 - (c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.
 - (d) Handicapped access shall be provided to activities that are open to the public.

Code of Ordinances Events and activities shall be accessible to emergency and service vehicles.

- (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
- (g) The burden of preserving order during the concert or special event is upon the permittee.
- (2) Revocation of permit. The board of commissioners may revoke permission for any proposed event or order that an event be discontinued immediately if, in the sole judgement of the board of commissioners, the event will disrupt traffic within the unincorporated area of Effingham County beyond practical solution; the event will interfere with access to fire stations and fire hydrants; the event will require the diversion of so many public employees that allowing the event would unreasonably deny service to remainder of the county; or the event might otherwise interfere with the welfare, peace, safety, health, good order and convenience of the general public.
- (3) *Exemptions.* The following special events are exempt from the provisions of this article:
 - (a) Special events occurring on private property used and occupied as a private residence, which special event is hosted by at least one of the occupants of such private residence, regardless of the number of attendees;
 - (b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;
 - (c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;
 - (d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and
 - (e) A governmental agency acting within the scope of its agency.

5.1.2.11 Telecommunications Towers

- *5.1.3 Prohibited uses.* Any business, commercial, or industrial use not permitted conditionally or by right in this district:
- 5.1.4 Lot and building requirements. The principal building shall be located so as to comply with the following requirements:

✓ EXPAND

Sec. 30-36. - Loud noise.

(a) It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud or raucous noise; or any noise that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the unincorporated area of Effingham County; or any noise that is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which said noises emanate; or that unreasonably interferes with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.

Factors for determining whether a sound is unreasonably loud and raucous include, but are not limited to, the following:

- (1) The proximity of the sound to sleeping facilities, whether residential or commercial;
- (2) The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
- (3) The time of day or night the sound occurs;
- (4) The duration of the sound; and
- (5) Whether the sound is recurrent, intermittent, or constant.
- (b) Any noise that exceeds the decibel thresholds in section 30-37 Table 1 is presumed to violate this article.
- (c) The provisions of this section shall not apply to or be enforced against:
 - (1) Any vehicle of the county while engaged in necessary public business.
 - (2) Excavations or repairs of streets by or on behalf of the county or state at night when public welfare and convenience renders it impossible to perform such work during the day.
 - (3) The reasonable use of amplifiers or loudspeakers in the course of public addresses between the hours of 8:00 a.m. to 8:00 p.m.
 - (4) Motor vehicles on traffic ways of Effingham County provided that the prohibition of subsection <u>30-38(1)</u> shall apply.
 - (5) Repairs of utility structures which pose a clear and immediate danger to life, health, or significant loss of property.
 - (6) Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or as a warning of imminent danger, provided that the prohibition of subsection 30-38(18) shall apply.
 - (7) Outdoor school and playground activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, school athletic and school entertainment events.
 - (8) Outdoor gatherings, public dances, shows, and sporting events, and other similar outdoor events,

provided that a permit has been obtained from the appropriate permitting authority.

(Ord. of 12-8-09, § 1)

Sec. 30-37. - Sound level limitations.

No person shall make, continue, or cause to be made or continued any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured at or within the real property line of the receiving property using the slow response setting unless otherwise noted.

Table 1—Sound Level Limits by Receiving Property

Receiving Property Category	Time	Sound Level Limit (dBA)
Residential, public space, institutional, or noise sensitive area	7:00 a.m.—9:00 p.m. 9:00 p.m.—7:00 a.m.	60 50
Commercial or business	7:00 a.m.—9:00 p.m. 9:00 p.m.—7:00 a.m.	<u>70</u> 60
Industrial or manufacturing	At all times	80

Example decibel levels:	
Normal Breathing	10dB
Soft whisper	30dB
Normal conversation	50dB
Busy traffic	70dB
Average factory	80dB

(1) Any noise with a sustained maximum decibel level of 80 or above, outside of an industrial zoning,



1800 McCall Road, Rincon, Ga. 31326 thewatersestate@gmail.com

THIS CONTRACT will outline what The Waters Estate, LLC is offering and services which we will provide. Once all terms are agreed upon and a Contract is signed at which time a 50% deposit is required to secure the date. The balance of the rental fee + security deposit is due 180 days prior to the event unless other payment arrangements have been specified. A Refundable Security Deposit is required on all contracts. We accept checks (\$45 return fee) or cash. Credit cards are not accepted at this time. The performance of this agreement by either party is subject to acts of God, government regulations, disaster, strikes, civil disorders or other emergencies. Should any of these acts make it impossible to provide the facilities and / or services for your event, or make it impossible for the attendees to come to The Waters Estate, it is provided that this agreement may be rescheduled for any one or more of such reasons by written notice from one party to the other with no payments required.

SECURITY DEPOSIT: The security deposit is refundable based on the venue and its contents are clean, undamaged and all contract requirements are met. Please keep in mind that any damages to venue landscaping, rentals, structures, or anything else on the premises will be the financial responsibility of you, the client. The amount of your deposit will be based on your total rental fee. Failure to fulfill any of the contract requirements will result in forfeiture of your security deposit and even additional charges. All refunded security deposit money will be mailed to responsible party after your event has concluded and the property has been inspected. (see cleanup for information on damages) Please allow up to two weeks after your event to receive your deposit. There is a \$45 fee on all returned checks.

CANCELLATION OR CHANGE OF DATES: Cancellation must be made in writing 12 months in advance at which time your initial 50% deposit is nonrefundable for any reason. If you fail to formally cancel your event, you are responsible for all balance owed. There is a \$500 fee to change any dates.

Events booked and/or cancelled less than 12 months in advance are subject to the following cancellation terms:

179-91 days in advance: security deposit is refundable 90-0 days in advance: renter forfeits refund of any kind

ACCESS TO FACILITY: Clients have access to the facility for three scheduled times after the initial visit to bring outside vendors in for consultation. So we may be prepared and to ensure the venue is available, we ask these visits to be scheduled 3 days in advance. Charges may apply for additional visits.

EVENT INSURANCE: The safety of all guests is of upmost importance which makes it necessary that you purchase event insurance. You can use whatever company you prefer, or we recommend DeWitt Insurance. The Wedding & Event insurance policy must cover the total time client, client's guests, family

members, invitees, employees, independent contractors, or other agents will be on The Waters Estate premises. If alcohol is being served, the policy MUST include this coverage. The policy must name The Waters Estate, LLC as additional insureds for any claim or claims resulting from or growing out of the client's event.

Proof of insurance must be provided to a Water Estate Representative no later than 4 weeks before your event. If this document is not provided to The Waters Estate, it can cause an immediate cancellation of the event. Cancellations resulting from failure to provide The Waters Estate with proper and timely certificate of liability insurance will be treated as a client-caused cancellation with no refund.

EVENT TIMES: Events are to conclude, and everyone must vacate premises by agreed time on the contract or 12:00 a.m. All entertainment must shut down by 11:00 p.m. Those who rent the facility for two nights need to vacate the premises by 12:00 a.m. both nights or as stated otherwise. All county noise ordinances and quiet times must be followed.

MEDIA: We ask that you inform The Waters Estate of any anticipated media coverage, either print or electronic, that may occur in conjunction with any scheduled event. Use of The Waters Estate's name to promote, advertise or sell tickets to an event, other than for location of the event, is prohibited unless prior written approval has been granted by a managing member of The Waters Estate.

POWER FAILURE: Under no circumstances will The Waters be held responsible or liable for interruption of power caused by lightning, thunderstorms, or any other "force of nature" situations. This includes but is not limited to rental event power interruption, lost profits, lost data, business interruption, system failures, HVAC system failure or any other like situations caused by power failure.

WEATHER & OUTDOOR SETTINGS: The clients understand The Waters Estate is an outdoor space and inclement weather, outdoor conditions, uneven walking paths, open water, dust and pollen, bugs and various other adverse conditions are part of the charm of our outdoor event location. The client accepts and assumes all risk of loss, inconvenience or complaints lodged by client, client's guests, family members, invitees, employees, independent contractors or other agents that may be caused by our natural setting. Client agrees The Waters Estate will not be responsible for any injury, damage or loss arising from any conditions of our space.

UNFORSEEN EVENTS: The client cannot hold The Waters Estate responsible for failure to provide the basic facilities and serviced contemplated under this agreement due to emergencies, catastrophes, interruptions of public utilities and/or other Acts of God. Last minute cancellations of outdoor events due to inclement weather will NOT be considered for refunds.

OUTSIDE VENDORS: The Waters Estate allows outside vendors to service your event. Please ensure you use licensed and insured vendors for the safety and security of all. You assume all liability and agree to hold The Waters Estate, LLC harmless and release them from any responsibilities and liabilities.

SECURITY Professional Security Personnel are required at all events having over 150 people in attendance at The Waters Estate. The Payment of the Security Company will be your responsibility. Security will begin one (1) hour prior to the event start time.

TRASH: Up to six 32-gallon trash cans and liners will be provided. We ask that all trash be put in garbage bags and placed in the designated area. Trash bags must be tied up and put in the designated area by the end of your event. Failure to do so will result in a \$150.00 trash removal fee.

SET UP & DECORATING

- Set up and decorating of any kind will take place during specified hours only unless otherwise approved.
- The Waters Estate does not supply or provide set up of tables and chairs.
- Outside vendors must deliver during your contracted hours and accepted by you or a designated person in your party.
- Please be mindful when you are decorating so that you do not chip paint, damage fixtures, doors, posts, columns, or walls. You cannot leave nail holes in areas. If you have an item that you need hung, please consult management for assistance.

Katie Dunnigan

From:

Teresa Concannon

Sent:

Wednesday, November 16, 2022 3:03 PM

To:

Cc: Subject: Katie Dunnigan Waters Event Center

Attachments:

Enter.jpg; close-up.jpg; Exit.jpg

I attended the entrance inspection at the Water's Event Center yesterday. The entrance is generally good, but there is some deterioration that could become hazardous (see close-up). The clearing & grading plan review should have been followed by site development plan review. I see no record that the county reviewed/approved the current road and entrance. For commercial uses like the event center, we require concrete or asphalt paving from the edge of the existing county road to the right of way. The owner may wish to improve the entrance now, to avoid further deterioration. We suggest paving, adding striping and a stop bar, and removal of the Enter and Exit signs that are currently on the right of way.

We will make note of the inspection at the planning board meeting next week.

Let me know if you have any questions.

Teresa



Teresa Concannon, AICP
Planning Manager
Effingham County Board of Commissioners
804 S Laurel Street
Springfield, GA 31329
tconcannon@effinghamcounty.org





To Whom It May Concern:

This letter is regarding the Waters Estate event venue, located at 1800 McCall Road.

We are Dean Danosh and Yuval Bartal, the buyers and future operators of the Waters Estate which will be renamed "Chateau 1800."

It is important to us that our neighboring community around the venue feel safe and pleased with the business. After meeting with numerous residents, we have several suggestions to present to you in this letter.

We hope to reach common ground on the operation of the event venue and live in peace with the support of the community around us.

Here is a list of actions we will take to ensure safety and peaceful living in the community:

- 1. Installation of a fence that will continue the existing fence at the entrance.
- 2. Adding gravel to eliminate the heavy dust issue. The material will be determined by 'The Greenery' landscaping architectural and design firm that will design the grounds and maintain the property.
- 3. Adding speed bumps at the entrance and exit roads (see the site map attachment for the locations).
- 4. Enclosing the barn and installing our own sound system in the main barn to help us control the sound volume better.
- 5. All tenants will have the contact information of both the operational manager and the day of the event manager.
- 6. There will always be a manager on location during every event in charge of operations.

This list will be completed by June 16, 2023.

If you have any issues during or after an event, please contact us immediately so that we can address the situation. No bride wants police at her wedding.

We look forward to starting a fresh, supportive relationship with our neighbors.

We will submit the above to the County as part of our application.

Thank you,

Water Estate Site Layout Reference list

The Cove- A staged area providing a beautiful backdrop for photography.

<u>The Fire Pit-</u> A wood-burning fire pit surrounded by swings to host a cocktail hour.

The Pavilion- Main event space.

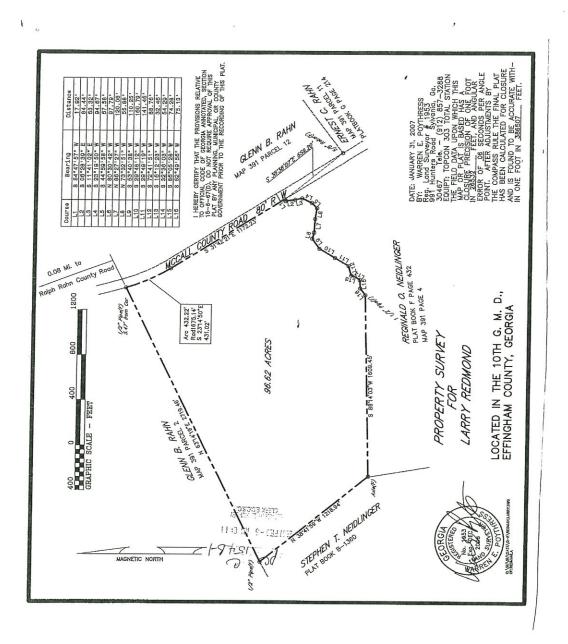
The Bathrooms- 2 bathrooms.

The Island- Main ceremony location.

<u>The Lake House-</u> Residential property, will be used to hose the bride and groom prior to the event.



Waters Estate Site Layout





1800 McCall Road

