

ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: _____

Applicant/Agent: FRED EWANS

Applicant Email Address: FEOWNS7294@YAHOO.COM

Phone # 912 713 4947

Applicant Mailing Address: 1310 LOUISIANA Circle

City: Poole State: GA Zip Code: 31322

Property Owner, if different from above: SAME AS 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: O Turkey Trail (Coldbrook ^{Plantation} Subdivision)

Proposed Road Access: Keller Rd

Present Zoning of Property: Residential/Agricultural Proposed Zoning: Industrial/Commercial

Tax Map-Parcel # 452A-10 Total Acres: 38 ^{35.86} Acres to be Rezoned: 8

Lot Characteristics: WOODLAND

WATER

Private Well

Public Water System

If public, name of supplier: N/A

SEWER

Private Septic System

Public Sewer System

GDOT approved borrow source for a GDOT project

Justification for Rezoning Amendment: mining operation - requires I-1 zoning.

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

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

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

woodlot

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. GDOT approved borrow source for a GDOT

~~XXXXXXXXXXXXXXXXXXXX~~ For use in Effingham Parkway
Construction by Balfour Beatty

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

woodlot / Residential / Swamp - Wetlands

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

no change

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, Trucks moving dirt plan to use the
Roadway that is under construction

Applicant Signature:

Proffers

Date

26 July 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 20 1989, on file in the office of the Clerk of the Superior Court of
Effingham County, in Deed Book 272 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 *Fred Evans*
Print Name FRED EVANS

Owner's signature _____
Print Name _____

Owner's signature _____
Print Name _____

Sworn and subscribed before me this 26 day of July, 20 22.

Chelsie Fernald
Notary Public, State of Georgia



DOC# 012381
FILED IN OFFICE
11/30/2020 02:48 PM
BK:2641 PG:126-128
JASON E. BRAGG
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

FILED IN OFFICE
CLERK OF EFFINGHAM
COUNTY SUPERIOR
COURT
06/17/2020 12:00 AM
ELIZABETH Z. HURSEY,
CLERK
EFFINGHAM COUNTY,
GA

IN THE SUPERIOR COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA.

THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA)

Petitioner,)

v.)

CIVIL ACTION NO. 2020CV73P

0.760 ACRES OF LAND; CERTAIN ACCESS)
RIGHTS; FRED E. EVANS; and THU L. EVANS)
Respondent.)

ORDER AND JUDGMENT

The petition in the above-stated case with declaration of taking attached, and the certificate of the Clerk showing the filing of such petition and declaration and deposit into court of the sum of money estimated as just compensation for the property taken, as authorized by O.C.G.A. § 32-3-1 et seq.,

IT IS CONSIDERED, ORDERED, and ADJUDGED:

(1) That the property described in the petition of the Petitioner and in the declaration of taking filed concurrently therewith, being shown to be within the bounds of the required right-of-way of Effingham County, is hereby condemned in fee simple to the use of the Board of Commissioners of Effingham County, together with such rights as described in such petition and declaration, under authority of said Code section; and

The Board of Commissioners of Effingham County and its successors are hereby vested with full, complete and unencumbered title to such property and/or rights for the purpose described in said petition and declaration; but nothing contained herein is to be construed as depriving the named Respondent, or any person, firm, association or company having an interest in, title to, or claim against said property of the right to appeal the estimated amount of just compensation to a jury in this court, or of the right to apply for the appointment of a special master to review and determine the correctness of the amount of estimated compensation, as so deposited, or the right

to petition the court to vacate and set aside said declaration and this judgment, but this shall be construed only as vesting title and right of possession in petitioner/condemnor, as contemplated by the aforesaid Code section;

(2) The Board of Commissioners of Effingham County having applied to me for immediate possession of said property, and it being provided in O.C.G.A. § 32-13-12 that "[t]he court shall have power to fix the time, the same to be not later than 60 days from the date of filing of the declaration of taking, as provided in O.C.G.A. § 32-3-6, within which and the terms upon which the parties in possession shall be required to surrender possession to the petitioner," let the parties in possession of such property, as well as the named condemnees, be served with a copy of said petition and declaration of taking, and this Order, and they are hereby directed to show cause before me at _____ on the _____ day of _____, 2020, Effingham County Courthouse, Springfield, Georgia, why possession of said property should not be surrendered to the Board of Commissioners of Effingham County on a day certain, not later than 60 days from the date of said filing of the declaration of taking.

(3) That a copy of this petition and of said declaration be served upon the tax-collecting authorities of this County.

(4) It being the purpose of this Order, in this respect, to make certain so far as is possible that all parties having title to, or interest in, or claims against the described property be given notice of the pendency of this proceeding, it is further ordered that such additional service be made as may be called for by the allegations of the petition, together with the provisions of O.C.G.A. § 32-3-1 et seq. for such service; and, further that the Clerk of Superior Court shall cause a citation to be issued and published in the official newspaper of said County, entitled in this cause, describing the property condemned in this proceeding, reciting also the filing of the declaration of taking by condemnor, setting forth the names of the parties known or believed to be the owners, or having an interest in, or claims against said property and citing such parties, as well as all others claiming any title to or interest in said property, or in said funds on deposit with the Clerk, which amount shall be set out in such citation, to appear in this court and make known their claims; and let such

citation be published in such newspaper for two consecutive weeks, beginning with the week of _____, 2020.

Let this order be filed as a part of the record in this case.

SO ORDERED, this 1st day of June, 2020.



Judge, Superior Court, Effingham County
State of Georgia

PREPARED BY:

George L. Lewis
Georgia Bar No. 450377
Katherine E. Lewis
Georgia Bar No. 458305

LEWIS LAW
P.O. Box 61509
Savannah, Georgia 31420
(912) 629-0571

to petition the court to vacate and set aside said declaration and this judgment, but this shall be construed only as vesting title and right of possession in petitioner/condemnor, as contemplated by the aforesaid Code section;

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citation be published in such newspaper for two consecutive weeks, beginning with the week of _____, 2020.

Let this order be filed as a part of the record in this case.

SO ORDERED, this 16 day of June, 2020.



Judge, Superior Court, Effingham County
State of Georgia

PREPARED BY:

George L. Lewis
Georgia Bar No. 450377
Katherine E. Lewis
Georgia Bar No. 458305

LEWIS LAW
P.O. Box 61509
Savannah, Georgia 31420
(912) 629-0671

CANCELLATION

FILED FOR RECORD
D.D. BK: 1003
PAGE NO: 123

123

03 DEC 31 AM 10:20

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

SUNTRUST BANK

RETURN TO:

Name: Debbie Eaton
Bank: SunTrust Consumer Lending Services
Address: P.O. Box 305053
Nashville, TN 37230-5053

RELEASE OF DEED TO SECURE DEBT

SUNTRUST BANK hereby declaring itself to be the true and lawful owner and holder of a promissory note made payable to SUNTRUST BANK which said note is secured by a Deed to Secure Debt, identified below and the obligation which it secures, has been paid and fully satisfied, and hereby consents to and directs that the Office of the Clerk of Superior Court is authorized and directed to cancel that deed of record as provided in SECTION 44-14-4 OF The Official Code of Georgia Annotated for other mortgage cancellations.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SunTrust Bank does hereby release said Deed to Secure Debt.

Grantor: FRED E EVANS AND THU L EVANS
Date of Deed to Secure Debt: DEC 7TH 1993
Original Principal Amount Secured by Deed to Secure Debt: \$ 18,446.00
Place of Recording: EFFINGHAM County, GEORGIA
Date of Recording: DEC 16 1993
BOOK 347 PAGE 559
Grantee: TRUST CO BANK OF GA



IN WITNESS WHEREOF, SunTrust Bank has caused this release to be executed this 23RD day of DEC 2003.

WITNESSES:

Debbie Eaton
Debbie Eaton

Angelica Munoz
Angelica Munoz

SUNTRUST BANK
(F/K/A TRUST CO BANK OF GA)
By Jovetta M. Woodard
JOVETTA M. WOODARD
As its VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 23RD day of DEC, 2003 by JOVETTA M. WOODARD., as it's VICE PRESIDENT of the above identified SunTrust Bank on behalf of and as the act and deed of SunTrust Bank and who is personally known to me and who did not take an oath.

Account Number: 315-00086070040002
SAVANNAH

Rhonda McGill
Notary Public, State of Tennessee
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Revised 07/19/02

My Commission Expires NOV. 24, 2007

North 16 degrees 19 minutes 26 seconds West a distance of 82.47 feet to a marker; thence North 61 degrees 20 minutes 15 seconds East a distance of 1,856.11 feet to the point of beginning. Said Lot 9 containing more or less 30.13 acres. Said Lot 9 being bounded on the North by Lot 8 of the Coldbrook Planation, on the East by the Southern Natural Gas Right of Way, on the South by Lots 11 and 10 of the Coldbrook Plantation, and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

AND

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, and in Chatham County, Georgia known as Lot 10, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 137 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 10 being described as follows: beginning at a marker located on Turkey Trail Road and the Southern corner of Lot 9 of the Coldbrook Plantation and proceeding thence North 38 degrees 06 minutes 17 seconds East a distance of 448.77 feet to a marker; thence South 53 degrees 50 minutes 32 seconds East a distance of 805.98 feet to a marker; thence South 64 degrees 55 minutes 50 seconds West a distance of 62.85 feet to a marker; thence South 56 degrees 28 minutes 30 seconds West a distance of 198.50 feet to a marker; thence South 43 degrees 57 minutes 14 seconds West a distance of 227.07 feet to a marker; thence North 52 degrees 22 minutes 32 seconds West a distance of 691.48 feet to the point of beginning. Said Lot 10 containing more or less 7.65 acres. Said Lot 10 being bounded on the North by Lot 9 of the Coldbrook Planation, on the East by Lot 11 of the Coldbrook Plantation, on the South by Beaver Court Road and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

Said Lot 10 being part of the property conveyed to David S. Capallo, William C. Meehan, Robert B.

Quattlebaum, Lawrence Rathbun, and Robert A. Wynn by the Georgia Baptist Foundation, Inc. December 1, 1986 and recorded in Deed Book 241, folio 54 in the office of the Clerk of Superior Court of Effingham County, Georgia on January 15, 1987, and transferred by Lawrence Rathbun to the Grantors, said transference being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 254, Folio 264.

This conveyance is executed and delivered subject to all valid restrictive covenants, easements and rights-of-way of record, including, but not limited to those Restrictive Covenants published December 14, 1988 by the Coldbrook Partnership.

This conveyance is executed and delivered subject to that certain Timber Deed executed by the Grantors to Georgia-Pacific Corporation dated January 16, 1989 and recorded February 1, 1989 in the office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 263, folio 655.

TO HAVE AND TO HOLD the same, together with all rights, members, and appurtenances thereunto belonging or in anywise appertaining to the said Grantees, to their own proper use, benefit, and behoof, in as full, ample, and complete a manner as the same was possessed or enjoyed by the said Grantors.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

David V. Capallo
DAVID S. CAPALLO

William C. Meehan
WILLIAM C. MEEHAN

Robert A. Winn
ROBERT A. WINN

SIGNED, SEALED, AND DELIVERED in the presence of us, the day and year first above written.

Lynn A. Bennett
WITNESS

Karen M. Tootle
NOTARY PUBLIC, CHATHAM COUNTY
GEORGIA

KAREN M. TOOTLE
Notary Public, Chatham County, Ga.
My Commission Expires July 15, 1990



Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 90.70
Date 9-20-89
E. J. Hurley AKN

GEORGIA, COUNTY OF EFFINGHAM
Clerk's Office, Superior Court
Filed for Record at 12 o'clock P
SEPT 20, 1989
Recorded in Deed Book.....Folio.....
....., 19.....
....., 61st

DEED TO SECURE DEBT

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, made this 3rd day of July, 19 89,
between FRED EARL EVANS and THU L. EVANS

of the State of GEORGIA and County of CHATHAM

Grantor, and SEA ISLAND BANK

of the State of GEORGIA and County of EFFINGHAM,
Grantee,

WITNESSETH: That, *Whereas*, Grantor is justly indebted to Grantee in the sum of _____ Dollars (FIFTY-FIVE THOUSAND & NO/100 Dollars (\$ 55,000.00)), in lawful money of the United States, 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 even date herewith, with final payment being due on MAY 17, 1992, the Note, by reference, being made a part hereof;

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

SEE ATTACHED EXHIBIT "A"

GEORGIA INTANGIBLE TAX PAID

\$165.00
September 20 1989
Henry J. Wilkins MD
Henry J. Wilkins, Tax Comm.
EFFINGHAM COUNTY, GA.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or useable 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, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switch-boards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; 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 renting, leasing and bailment 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 this deed at the date of receipt of any 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.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements and is not a mortgage; and is made and intended to secure the payment of the indebtedness of Grantor 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 Grantor to Grantee, however incurred, including advances by the Grantee or any transferee of the Grantee for the purposes of paying taxes or premiums on insurance on the Premises or to repair, maintain or improve the Premises (whether or not the Grantor is at that time the owner of the Premises) and all renewal or renewals and extension or extensions and modification or modifications and consolidation or consolidations of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE as follows:

1. Grantor shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided.

2. Grantor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Grantor. Grantor shall promptly deliver to Grantee receipts showing payment in full of all of the above items. Upon notification from Grantee, Grantor shall pay to Grantee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-paying dates of the Note, until said Note is fully paid or until notification from Grantee to the contrary, an amount reasonably sufficient (as estimated by Grantee) to provide Grantee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Grantee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Grantee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Grantor shall furnish to Grantee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Grantee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor 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 the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Grantee and shall become part of the Secured Indebtedness and bear interest at the rate of interest provided in the Note from date of advancement. Grantee 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, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby, that is to be paid by Grantee, the Secured Indebtedness shall, at the option of Grantee, become immediately due and payable and, in the event payment thereof is not made forthwith, Grantee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the indebtedness.

3. (a) Grantor shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in amounts approved by Grantee not exceeding 100% of full insurable value, and (unless waived by Grantee) rental or business interruption insurance against any abatement of rent resulting from fire or other casualty in an amount approved by Grantee; 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, Grantor shall assign and deliver to Grantee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Grantee, without contribution by Grantee, pursuant to the New York Standard or other mortgagee clause satisfactory to Grantee. If Grantee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Grantee, but Grantee shall not be obligated to see to the proper application of any amount paid over to Grantor.

(b) Not less than 10 days prior to the expiration date of each policy of insurance required of Grantor pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Grantor shall deliver to Grantee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Grantor, 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 shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 7 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, 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. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Grantee and any persons authorized by Grantee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

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

6. Grantor shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security deeds, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Grantor, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

7. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or 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, alteration, 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 Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Grantor for the 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 object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Grantor. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

8. Grantor shall deliver to Grantee, at any time within 30 days after notice and demand by Grantee but not more frequently than once in every 12 months period, (i) a statement in such reasonable detail as Grantee may request, certified by the Grantor or an executive officer of a corporate Grantor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Grantee may request certified by a certified public accountant or, at the option of Grantee, by the Grantor or an executive officer or treasurer of a corporate 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, or (c) 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 such leases and convenient facilities for the audit and verification of any such statement.

9. Upon the occurrence of any one of the following events (herein called an "event of default"):

- (i) should Grantor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;
- (ii) should any warranty of Grantor herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;
- (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 be diminished except as provided for in Article 7 herein;
- (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Grantor or the Premises and not be removed by payment or bond within 30 days from date of recording;
- (v) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;
- (vi) should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;
- (vii) should the Grantor make an assignment for the benefit of creditors, file or have filed against Grantor a petition for relief under any chapter of the Bankruptcy Code, or should any custodian, receiver, or trustee be appointed for it or any part of its assets, or any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, be commenced by or against Grantor;
- (viii) should Grantor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this deed, or in the Note, or in any of the following instruments given with respect to the Secured Indebtedness: loan commitment of Grantee, construction loan agreement between Grantor and Grantee, or assignment of leases by Grantor; or
- (ix) should any event occur under any instrument, deed or agreement, given or made by Grantor to or with any third party, which would authorize the acceleration of any debt to any such third party;

then and thereupon 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 of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's 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 Grantee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby 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 of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest provided in the Note, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;
- (iii) declare the entire Secured Indebtedness immediately due, payable and collectible, 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, terms and place of such sale by publishing a notice thereof once a week for four consecutive weeks in a newspaper in which sheriff's advertisements are published in said county and giving such other notice as is required by law; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and 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 in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exemptions of Grantor, or its successors in interest, in and to said Premises; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of interest provided in the Note thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and 10% of the aggregate amount due, as attorney's fees, and pay over any surplus to Grantor (in the event of deficiency Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and Grantor agrees that possession of the Premises during the existence of the Secured Indebtedness by Grantor, or any person claiming under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor, shall be that of tenant under Grantee, or its assigns, and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

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

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

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

11. If all or any part of the Premises is sold, conveyed or otherwise transferred without obtaining the prior written consent of Grantee, Grantee may declare the entire Secured Indebtedness immediately due and payable except as prohibited by law. Grantee may, in its sole discretion, consent to such sale or transfer. Should Grantor consent to such sale or transfer it will be deemed to have waived its right to accelerate the Secured Indebtedness only if prior to such sale or transfer (a) Grantee determines that the credit of any purchaser or transferee is satisfactory; (b) the purchaser or transferee agrees to pay interest on the amount owed to Grantee under the Note and under this Deed to Secure Debt at whatever rate Grantee requires; (c) the purchaser or transferee executes an assumption agreement that is acceptable to Grantee and that obligates the purchaser or transferee to keep all of the promises and agreements made in the Note and in this Deed to Secure Debt whether according to their original terms or as amended pursuant to the assumption agreement; and (d) the purchaser or transferee pays the transfer fee required by Grantee. The foregoing provisions will apply to each and every sale and transfer whether or not the Grantee has consented to any previous sale or transfer.

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

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

14. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee or (b) addressed to the street address of the Premises hereby conveyed.

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

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

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered in the presence of:

Charles P. Daly

Fred Earl Evans

W. A. Dowell

FRED EARL EVANS

Thru L. Evans
THU L. EVANS

Notary Public
W. A. DOWELL
Notary Public, Chatham County, Ga.
My Commission Expires Aug. 24, 1991

(SEAL)

(SEAL)

(SEAL)

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Lot 9, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 138 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 9 being described as follows: beginning at a marker located on the southeast corner of Lot 8 of the Coldbrook Plantation and proceeding thence South 34 degrees 27 minutes 09 seconds East a distance of 241.36 feet to a marker; thence South 38 degrees 04 minutes 50 seconds West a distance of 1,584.69 feet to a marker; thence South 38 degrees 06 minutes 17 seconds West a distance of 448.77 feet to a marker; thence North 52 degrees 25 minutes 29 seconds West a distance of 331.03 feet to a marker; thence North 42 degrees 07 minutes 57 seconds West a distance of 283.59 feet to a marker; thence North 21 degrees 30 minutes 50 seconds West a distance of 81.11 feet to a marker; thence North 00 degrees 53 minutes 42 seconds West a distance of 342.51 feet to a marker; thence North 16 degrees 19 minutes 26 seconds West a distance of 82.47 feet to a marker; thence North 61 degrees 20 minutes 15 seconds East a distance of 1,856.11 feet to the point of beginning. Said Lot 9 containing more or less 30.13 acres. Said Lot 9 being bounded on the North by Lot 8 of the Coldbrook Planation, on the East by the Southern Natural Gas Right of Way, on the South by Lots 11 and 10 of the Coldbrook Plantation, and on the West by Turkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

AND

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, and in Chatham County, Georgia known as Lot 10, said lot being particularly described with reference to a map or plat dated March 28, 1989, prepared by Lamar O. Reddick & Associates, Land Surveyors, for FRED EVANS and THU EVANS, and recorded in Plat Record Book 24, folio 137 in the office of the Clerk of Superior Court of Effingham County, Georgia, a copy of said map or plat being attached and marked as Exhibit "A". Said Lot 10 being described as follows: beginning at a marker located on Turkey Trail Road and the Southern corner of Lot 9 of the Coldbrook Plantation and proceeding thence North 38 degrees 06 minutes 17 seconds East a distance of 448.77 feet to a marker; thence South 53 degrees 50 minutes 32 seconds East a distance of 805.98 feet to a marker; thence South 64 degrees 55 minutes 50 seconds West a distance of 62.85 feet to a marker; thence South 56 degrees 28 minutes 30 seconds West a distance of 198.50 feet to a marker; thence South 43 degrees 57 minutes 14

seconds West a distance of 227.07 feet to a marker; thence North 52 degrees 22 minutes 32 seconds West a distance of 691.48 feet to the point of beginning. Said Lot 10 containing more or less 7.65 acres. Said Lot 10 being bounded on the North by Lot 9 of the Coldbrook Planation, on the East by Lot 11 of the Coldbrook Plantation, on the South by Bever Court Road and on the West by Thrkey Trail Road. For a more complete description of said lot and its exact metes and bounds, reference is hereby made to the aforesaid recorded map or plan of said Subdivision and Phase, which map or plan, by this reference, is incorporated herein and made a part hereof.

Said Lot 10 being part of the property conveyed to David S. Capallo, William C. Meehan, Robert B. Quattlebaum, Lawrence Rathbun, and Robert A. Wynn by the Georgia Baptist Foundation, Inc. December 1, 1986 and recorded in Deed Book 241, folio 54 in the office of the Clerk of Superior Court of Effingham County, Georgia on January 15, 1987, and transferred by Lawrence Rathbun to the Grantors, said transference being recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 254, Folio 264.

This conveyance is executed and delivered subject to all valid restrictive covenants, easements and rights-of-way of record, including, but not limited to those Restrictive Covenants published December 14, 1988 by the Coldbrook Partnership.

This conveyance is executed and delivered subject to that certain Timber Deed executed by the Grantors to Georgia-Pacific Corporation dated January 16, 1989 and recorded February 1, 1989 in the office of the Clerk of Superior Court of Effingham County, Georgia in Deed Book 263, folio 655.

RECORDED 9-21 19 89
Elizabeth Z. Hursey
Clerk Superior Court



Coastal Health District

Lawton C. Davis, M.D., District Health Director

802 Highway 119 South, Post Office Box 350

Springfield, Georgia 31329

Phone: 912-754-6850 | Fax: 912-754-0078

September 16, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Rezoning Amendment
Fred Evans
Turkey Trail Rincon, GA 31326
Pin: 452A-10
Total Acres: 35.86 Acres to be rezoned: 8.0

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-2 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



1000 ft





SURVEY FOR:
**FRED EVANS &
 BALFOUR BEATTY INC.**
 LOCATED IN THE 9TH GEORGIA MILITIA DISTRICT
 EFFINGHAM COUNTY, GEORGIA
 SCALE: 1"=300'
 DATE: 08/15/22

SOUTHERN NATURAL
 GAS EASEMENT 90' R/W

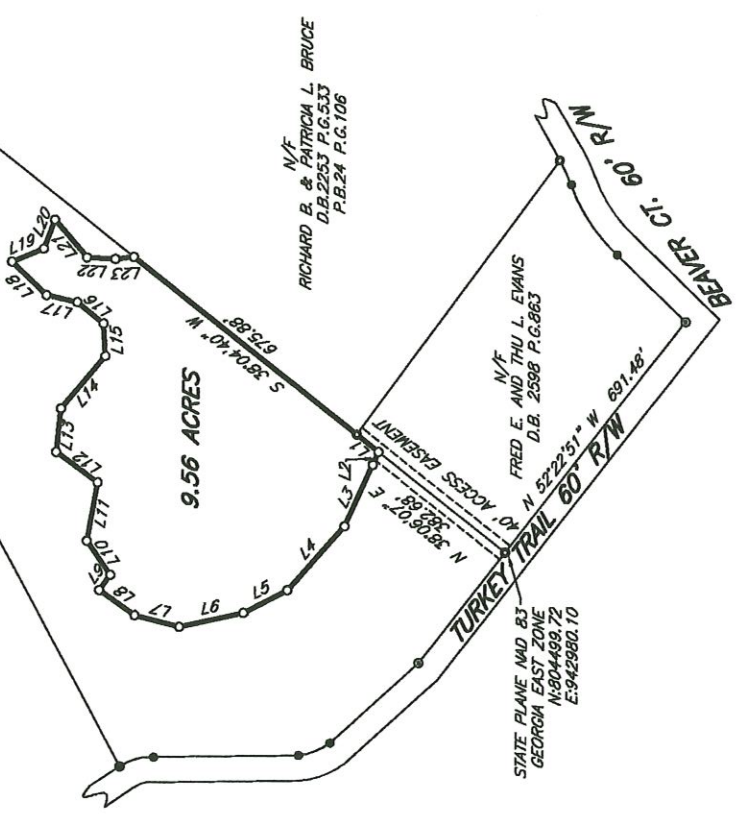
N/F
 JEFF GREINER
 D.B. 1163 P.G. 79
 P.C. 78 P.G. 197F

N/F
 FRED E. AND THU L. EVANS
 D.B. 2598 P.G. 863

N/F
 RICHARD B. & PATRICK L. BRUCE
 D.B. 2253 P.G. 533
 P.B. 24 P.G. 106

N/F
 FRED E. AND THU L. EVANS
 D.B. 2598 P.G. 863

STATE PLANE AND R3
 GEORGIA EAST ZONE
 N:804489.72
 E:942980.10



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 38°06'07" W	68.09'
L2	N 65°41'16" W	33.36'
L3	N 65°41'16" W	180.16'
L4	N 49°26'48" W	203.25'
L5	N 27°37'07" W	118.45'
L6	N 12°25'57" W	153.30'
L7	N 14°11'04" E	109.64'
L8	N 34°48'57" E	102.89'
L9	S 53°59'29" E	44.73'
L10	N 54°33'19" E	98.26'
L11	S 79°57'27" E	140.49'
L12	N 35°42'21" E	123.13'
L13	S 84°13'59" E	103.60'
L14	S 48°40'06" E	163.06'
L15	N 86°19'27" E	76.92'
L16	N 36°07'36" E	80.80'
L17	N 12°37'40" E	75.24'
L18	N 43°27'40" E	113.98'
L19	S 22°26'36" E	81.91'
L20	S 69°24'24" E	73.21'
L21	S 48°55'36" W	117.85'
L22	S 02°46'19" W	68.02'
L23	S 06°49'47" E	43.93'

ERROR OF CLOSURE: GREATER THAN 1" PER 10,000'
 ANGULAR ERROR: LESS THAN 0.000106" PER ANGLE
 ADJUSTED CLOSURE: 1" = 100,000'
 COMPASS RULE ADJUSTMENT
 FIELD SURVEYOR: ZENNA MERRITT
 CHECKED: JAMES L. STARRON, CARLSON SURVEYOR
 2 DATA COLLECTOR: GUY CAMPBELL PRO GPS RECEIVER
 PLAT BY: ZENNA MERRITT
 CADD FILE: S:\FRED\WANSOR\BROWMT

LEGEND

●	REMARK FOUND
○	3/4" PIPE FOUND
○	5/8" REBAR SETT
○	CONCRETE MONUMENT FOUND
○	ANGLE IRON FOUND
○	FENCE CORNER/TURN
○	NO CORNER SET
—	BOUNDARY LINES
—*—	FENCE ON OR NEAR LINE
N/F	NOW OR FORMALLY
DB	DEED BOOK
PR	PLAT BOOK
PG	PAGE

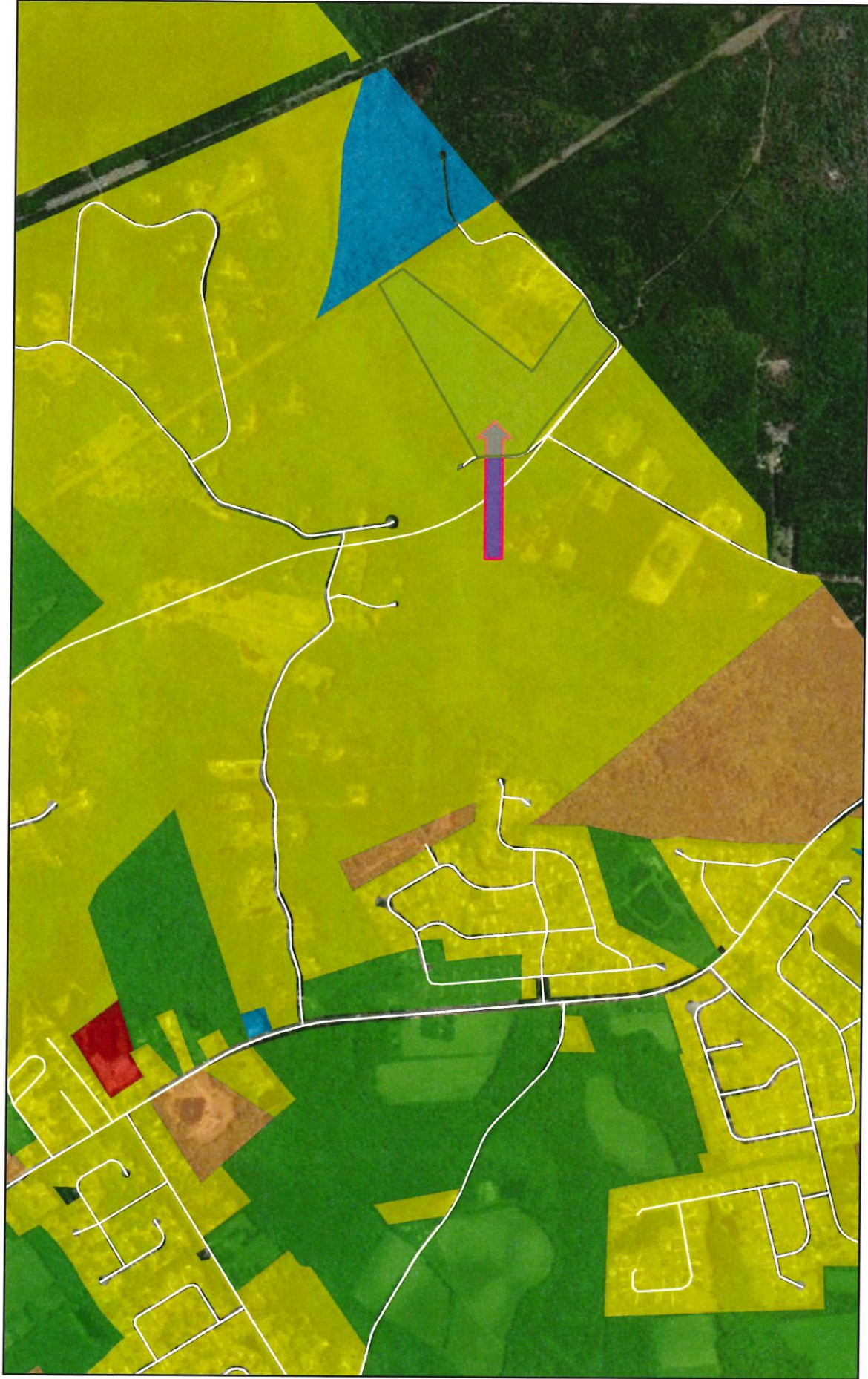
THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT RELEVANT TO THIS SURVEY. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY PRIOR TO RECORDING. RECORDATION OF THIS PLAT IS SUBJECT TO THE APPROVAL OF ANY LOCAL JURISDICTIONS OR AGENCIES OR COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS ON STABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF SURVEYING AND MAPPING ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 19-9-81.



Zenna Merritt
 08/15/2022
 GA. RLS 5308
 SHE

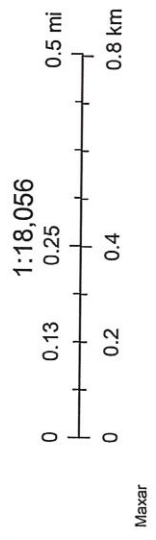
RESERVE FOR CLERK'S RECORDING INFORMATION

TURKEY TRAIL



8/15/2022, 11:09:15 AM

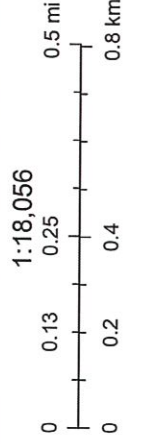
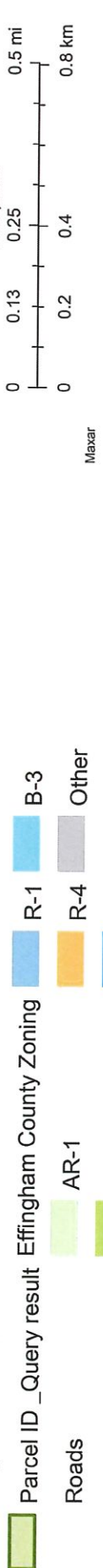
- Parcel ID_Query result Future Land Use - Plan Date 10/1/2019
- Roads
- Agriculture
- Commercial
- Public/Institutional
- Residential
- Transportation/Utilities



TURKEY TRAIL



8/15/2022, 11:12:43 AM



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 **Fred Evans – (Map # 452A Parcels# 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?

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 X DISAPPROVAL _____

Of the rezoning request by applicant **Fred Evans** – (Map # 452A Parcels# 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?

*Below Bell
Needs to
Cahune
repaving roads during construction.*

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BJS. 9/19/22

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PEH