



BRYAN COUNTY  
PLANNING & ZONING COMMISSION and BOARD OF ADJUSTMENT  
MEETING AGENDA

**Meeting Date: September 3, 2019**  
**Meeting Time: 6:30 p.m.**  
**42 N. Courthouse St., Pembroke GA.**  
**Commissioner's Meeting Room**

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
- III. PUBLIC HEARINGS

BOARD OF ADJUSTMENT

**V#326-19**, Michael Roberts, requesting a variance for increased size of an accessory structure for property located on 24 Bluff View Dr., Richmond Hill, PIN# 0673-067.

**V#327-19**, Michael Casey, requesting a variance to exceed the private road length of 300' for property located on Belfast River Rd., Richmond Hill, PIN# 062-141, 062-142, 062-143.

**V#328-19**, C. Scott Burns, requesting a variance for setbacks for the use of a convenience market, located on Hwy 204 and Toni Branch Rd., PIN# 0263-009-01.

**V#329-19**, Michael Casey, Variance for Sec. 1301(a) for a subdivision for the property located on Belfast River Rd., Richmond Hill, PIN# 062-141, 062-142, 062-143.

**V#330-19**, William Norwood, requesting a Variance for Sec. 1301(a) for a subdivision for property located on 300 Bryan Fisherman's Co-op. Rd., Richmond Hill, PIN# 063-01-085-001.

PLANNING COMMISSION

**SD#3128-19**, William Norwood, requesting a private road subdivision for property located on 300 Bryan Fisherman's Co-op. Rd., Richmond Hill, PIN# 063-01-085-001.

**SD#3129-19**, Michael Casey, requesting a private road subdivision for three parcels for property located on Belfast River Rd., Richmond Hill, PIN# 062-141, 062-142, 062-143.

**Z#218-19**, Gary Baccus, requesting to rezone property from AR-1 to B-1 located on 239 Barnard Rd., Richmond Hill, PIN# 055-035.

**Z#219-19**, McLendon Enterprises, requesting a zoning change from current zoning of AR-1 to A-5 for property located on 300 Power Circle Rd., Ellabell, PIN# 0341-139.

**CUP#161-19**, McLendon Enterprises, requesting a Conditional Use for the Excavation or mining of sand, gravel or other natural materials, Sec. 1100(b)(xi), on property located at 300 Power Circle Rd., Ellabell, PIN# 0341-139.

**Z#220-19**, McLendon Enterprises, requesting a zoning change from current zoning of AR-1 to A-5 for property located on 711 Groveland-Nevils Rd., Pembroke, PIN# 002-061.

**CUP#162-19**, McLendon Enterprises, requesting a Conditional Use for the Excavation or mining of sand, gravel or other natural materials, Sec. 1100(b)(xi), on property located on 711 Groveland-Nevils Rd., Pembroke, PIN# 002-061.

IV. OTHER BUSINESS

**SP#03-19**, CZM Foundation Equipment, requesting waivers and for site and building design for property located at 962 Interstate Centre Blvd, PIN# 029-025-001-005.

V. ADJOURNMENT

Please note that agenda items may not be considered in the exact order listed, and all times shown are tentative and approximate. Documents for the record may be submitted prior to the meeting by email, fax, mail, or in person. For questions about the agenda, contact Planning at [ayoung@bryan-county.org](mailto:ayoung@bryan-county.org) or (912) 653-5252. The meeting is accessible to the disabled. If you need special accommodations to attend or participate in the meeting per the Americans with Disabilities Act (ADA), please contact Planning at (912) 653-5252. This information can be made in alternative format as needed for persons with disabilities.

**Posted: August 28, 2019**



**BRYAN COUNTY  
PLANNING & ZONING COMMISSION and BOARD OF ADJUSTMENT  
MINUTES**

**Meeting Date: August 8, 2019  
Meeting Time: 7:00 p.m.**

Attendees: Alex Floyd  
Boyce Young  
Stacy Watson  
Joseph Pecenka, II

Absent: Steven Scholar  
Ronald Carswell

Staff: Audra Miller, Community Development Director  
Amanda Clement, Planning Manager  
Sara Farr-Newman, Planner II  
Ashley Young, Planner Technician

**I. CALL TO ORDER**

A motion was made by Commissioner Pecenka to open the meeting, and a 2<sup>nd</sup> was made by Commissioner Young. Vote 4:0, motion carried.

A motion was made by Commissioner Pecenka to appoint Commissioner Floyd as acting Chairman, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

**II. RECOGNITION OF GUESTS**

None present.

**III. APPROVAL OF MINUTES**

Commissioner Pecenka made a motion to approve the July 2, 2019 Minutes, and a 2<sup>nd</sup> was made by Commissioner Young. Vote 3:0, motion carried.

**IV. OTHER BUSINESS**

1. Chairman Floyd announced two applications were withdrawn by the applicants, CUP#159-19 and V#318-19.

2. Chairman Floyd made a motion to close the meeting and open for the Board of Adjustment, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

## V. PUBLIC HEARINGS

### BOARD OF ADJUSTMENT

1. V#324-19, John Hopkins, requesting a variance to reduce the recreation area of Belfast River Landing located on Belfast River Rd. Richmond Hill, PIN# 0573-001.
  - a. Ms. Clement presented the application, stating the location of the subdivision near the intersection of Belfast River Road and Belfast Keller Road. She described the subdivision as 18 residential lots, ending with a cul-de-sac and the recreation tract accessible from the cul-de-sac. She stated that the staff recommended approval of the reduction to 0.6 acres recreation area.
  - b. John Hopkins, applicant, stated the original idea for the subdivision was to include an additional 42 acres located on the side of the recreational tract, however, a moratorium was put into place on the sale of additional land. He stated the recreational tract was originally purchased to provide access to the proposed additional acreage.
  - c. One resident spoke for the variance.
2. V#325-19, Denise Buckner, requesting a variance to increase length of private road located on Olive Branch Rd. Ellabell, PIN#029-046.
  - a. Ms. Farr-Newman spoke on the application, stating the applicant proposed to extend the private road approximately 605 feet to subdivide a rear portion of the property. She stated that engineering and emergency services indicated the road was adequate to meet their standards and therefore, recommended approval.
3. V#323-19, Chris Fettes, requesting a variance to build an accessory structure of 450 square feet located on 19 McDuffie Dr., Richmond Hill, PIN#0673-018.
  - a. Ms. Farr-Newman gave a brief overview of the application. She stated the accessory structure would be a pool house and have an 84 square feet enclosure and 366 square foot covered pavilion. She stated the permitted size for the zoning is 200 square feet so the staff recommended denial.
  - b. Chris Fettes, applicant, stated the HOA did approve the accessory structure. He stated that the accessory structure was a part of a phased pool project.

Commissioner Pecenka made a motion to close the Board of Adjustment, and a 2<sup>nd</sup> was made by Commissioner Young. Vote 3:0, motion carried.

Commissioner Pecenka made a motion to approve the variance V#324-19, and a 2<sup>nd</sup> was made by Commissioner Young. Vote 3:0, motion carried.

Commissioner Young made a motion to approve the variance V#325-19, and a 2<sup>nd</sup> was made by Commissioner Pecenka. Vote 3:0, motion carried.

Commissioner Young made a motion to approve the variance V#323-19, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Pecenka made a motion to open the Planning Commission meeting, and a 2<sup>nd</sup> was made by Commissioner Young. Vote 3:0, motion carried.

## PLANNING COMMISSION

4. SD# 3122-19, John Hopkins, applying for a preliminary plat for property located on Belfast River Rd., Richmond Hill, PIN# 0573-001.
  - a. Ms. Clement presented the Board with the application to amend the Belfast River Landing Subdivision plat for John Hopkins. She stated that the request would adjust the recreation tract stated in the variance V#324-19 and create a new parcel as well as adjust lots 13 & 14 of the existing subdivision. She concluded that staff recommended approval with the condition that a septic site evaluation be completed by the Department of Environmental Health before recording the final plat.
  - b. Stanley Westbrook, owner of lot 14, confirmed the line shift of his property in reference to the proposed amended plat.
  - c. Ms. Clement explained the variance and amended plat procedure for citizens.
  
5. SD#3123-19, Denise Buckner, requesting a private road lot split located on Olive Branch Rd., Ellabell, PIN# 029-046.
  - a. Ms. Farr-Newman presented the application, stating the applicant proposed to subdivide a 3.29-acre tract and to include a 40 foot wide access easement for the private road that was previously approved under variance V#325-19. She stated that Staff recommended approval with conditions, stating that a note be added to the plat indicating the parcel cannot be subdivided again, an approved final site evaluation from the Department of Environmental Health be obtained, and the cul-de-sac be designed in accordance with the Bryan County Engineering standards.
  
6. Z#210-19, Verdell Jones, requesting to rezone property located on Hwy 17 from AR-1 to R-2, PIN# 042-031.
  - a. Ms. Farr-Newman presented the application. She stated the parcel is undeveloped and the surrounding properties included a variety of zonings. She also stated that the intended use is for a duplex. She stated that the proposed rezoning was in conformance with the Comprehensive Plan as the Plan indicates mixed use in the area and the proposed as a recommended zoning. She concluded that Staff recommended approval.
  - b. Mrs. Verdell Jones, applicant, spoke on the request and gave a brief history of the property.
  - c. One resident was opposed to the proposed rezoning.
  
7. Z#211-19, Bryan County Board of Commissioners, initiating a rezoning of property located on Hwy 144 from AR 1.5 to A-5, PIN# 065-021.
  - a. Ms. Clement gave an overview of the six County Initiated Rezoning items. She stated that two property owners indicated that the zoning map was inaccurate and showed their property as AR-1.5 when they should have showed A-5 as the correct zoning. She stated staff was directed by the Board of Commissioners to proceed with a county initiated rezoning to rezone the properties to the correct zoning. She stated no documentation could be found that showed the zoning change to AR-1.5, but that the maps showed the zoning change since at least 2012.
  - b. Ms. Clement gave a brief description of the property in care of Robert L. Brown. She requested the owner to address the Board about any impacts the zoning would have on his property.
  - c. Robert Brown, property owner, gave a brief history of the property and stated that he was opposed to the rezoning of his property to an A-5 zoning.

- d. Ms. Miller stated that this was the first contact that Staff had with Mr. Brown and other parcels in this rezoning were also owned by Mr. Brown and his family. She requested that the rezoning for Robert Brown's properties be tabled until staff could get more information on the properties.
8. Z#212-19, Bryan County Board of Commissioners, initiating a rezoning of property located at 23287 Hwy 144 from AR 1.5 to A-5, PIN# 065-021-01.
  - a. Ms. Clement reviewed the differences of the A-5 and AR-1.5 zonings. She also stated that the property owners were notified by certified letters.
  - b. Sheila Galbreath, 23756 Highway 144, presented a recorded plat dated 3/25/92 was requested by Robert Brown that showed the A-5 zoning.
  - c. Ms. Clement stated the property as owned by Christopher and Cara Martin.
  - d. Jessica Draper, 23455 Hwy 144, stated the conversation she had in 2015 with a staff member from the Planning and Zoning office that claimed the County made an error on the zoning map and changed the zoning for Mrs. Draper and gave her a refund on a rezoning application.
9. Z#213-19, Bryan County Board of Commissioners, initiating a rezoning of property located on Hwy 144 from AR 1.5 to A-5, PIN# 065-021-02.
  - a. Ms. Clement stated the property as owned by the Brown family and requested to table the rezoning.
  - b. A resident opposed on the tabling of the rezoning.
10. Z#214-19, Bryan County Board of Commissioners, initiating a rezoning of property located on Hwy 144 from AR 1.5 to A-5, PIN# 065-021-04.
  - a. Ms. Clement stated the property as owned by the Brown family and requested to table the rezoning.
11. Z#215-19, Bryan County Board of Commissioners, initiating a rezoning of property located at 23351 Hwy 144 from AR 1.5 to A-5, PIN# 065-021-05.
  - a. Ms. Clement stated the property as owned by Sean and Megan Rosenquist. She stated the owners were in agreement with the rezoning.
  - b. Sean Rosenquist, owner, stated they purchased the property with the understanding of the property as an A-5 zone.
12. Z#216-19, Bryan County Board of Commissioners, initiating a rezoning of property located at 23615 Hwy 144 from AR 1.5 to AR 2.5, PIN#065-021-07.
  - a. Ms. Clement stated the property owners as Paul and Priscilla Cates. She stated that the property owner had used the incorrect information given by the zoning map to proceed with subdividing their property. She stated the owner's would like to proceed with the subdivision.
  - b. Commissioner Young questioned the potential complications with the rezoning and asked if the County attorney reviewed these rezoning requests.
  - c. Ms. Clement stated the Board of Commissioners did review the rezoning requests and that the County Attorney was present during the meeting.
  - d. Ms. Miller stated for the record that the staff was not conveying whatever legal advice there was during the Board Meeting and the County Attorney was not saying there was an error or there was not an error. The County Attorney was advising this was the most prudent course of action for the County to take to consider the issue and not just change the zoning maps.
  - e. Paul Cates, owner, gave a brief history of the purchasing of the property. He also stated that he had planned to subdivide this property during the purchase to give a portion to his daughter.

- f. The Planning and Zoning Board questioned the accuracy of the current zoning and whether or not to record incorrect information if they were to proceed with the zoning for Mr. Cates.
  - g. Many property owners spoke on the rezoning.
13. Text amendment to amend Article XI – Uses Permitted in Districts, Section 1110 – “B-1” Neighborhood Commercial Districts and Article XV, Section 1501 – Definitions, of the Bryan County Zoning Ordinance.
- a. Ms. Clement presented the text amendment to the Board as a new use brought forth from a rezoning previously approved by the Board of Commissioners. She stated the approval was for a hobby shop but needed to provide language for the use in the B-1 Zoning district.
  - b. Ms. Clement stated the proposed amendment defines the use as a *craftsman, contractor, or artisan workshop*.

Commissioner Pecenka made a motion to close the public hearing, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Pecenka made a motion to approve the plat SD#3122-19, and a 2<sup>nd</sup> was made by Commissioner Watson. Commissioner Pecenka rescinded his motion.

Commissioner Pecenka made a motion to recommend approval with the condition that approval is given by the Environmental Health Department for the plat SD#3122-19, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Watson made a motion to recommend approval of the private road subdivision with conditions for SD#3123-19, and a 2<sup>nd</sup> was made by Commissioner Young. Vote 3:0, motion carried.

Commissioner Pecenka made a motion to recommend approval for the rezoning Z#210-19 with conditions, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Young made a motion to recommend tabling the rezoning Z#211-19 to October for further review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Watson made a motion to recommend tabling the rezoning Z#212-19 to October for review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Young. Vote 3:0, motion carried.

Commissioner Young made a motion to recommend tabling the rezoning Z#211-19 to October for review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Young made a motion to recommend tabling the rezoning Z#212-19 to October for review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Young made a motion to recommend tabling the rezoning Z#213-19 to October -for review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Young made a motion to recommend tabling the rezoning Z#214-19 to October for review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Young made a motion to recommend tabling the rezoning Z#215-19 to October for review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Young made a motion to recommend tabling the rezoning Z#216-19 to October for review with the County Attorney, and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

Commissioner Watson made a motion to approve the text amendment as presented, and a 2<sup>nd</sup> was made by Commissioner Pecenka. Vote 3:0, motion carried.

VI. OTHER BUSINESS

VII. ADJOURNMENT

Commissioner Pecenka made a motion to adjourn the meeting at 8:48 p.m. and a 2<sup>nd</sup> was made by Commissioner Watson. Vote 3:0, motion carried.

**BRYAN COUNTY BOARD OF ADJUSTMENT**

**V # 326-19**

Public Hearing Date: September 3, 2019

REGARDING THE APPLICATION OF: Michael Roberts requesting a variance for property located at 24 Bluff View Drive, PIN# 0673-067. The applicant is requesting to increase the allowable size of an accessory structure.	Staff Report By Sara Farr-Newman Dated: August 27, 2019
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**I. Application Summary**

**Requested Action:** Public hearing and consideration of a variance requested by Michael Roberts, to increase the permitted size of an accessory structure.

**Applicant**                      **Michael Roberts, Custom Homes**  
**82 Edsel Drive, Suite A**  
**Richmond Hill, GA 31324**

**Owner:**                         **Charles Ussery**  
**711 Chastain Circle**  
**Richmond Hill, GA 31324**

**Applicable Regulations:**

- The State of Georgia, Title 36. Local Government Provisions Applicable to Counties and Municipal Corporations, Chapter 66. Zoning Procedures , Georgia Code O.C.G.A. 36-66
- Bryan County Ordinance, Appendix B – Zoning, Article V – Appeals Variances, and Administrative Relief– Section 501. Variances.
- Bryan County Ordinance, Appendix B – Zoning, Article X – Development Standards – Accessory Uses, Section 1000(h) – General Rules for Accessory Uses and Structures

**II. General Information**

**1. Application:** A variance application was submitted by Michael Roberts on August 2, 2019. After reviewing the application, the Director certified the application as being generally complete on August 9, 2019.

**2. Notice:** Public notice for this application was as follows:

A. Legal notice was published in the Bryan County News on August 15, 2019.

B. Notice was mailed on August 19, 2019 to surrounding landowners within 300' of the exterior boundaries of the property.

D. An on-site notice was posted on August 19, 2019.

**3. Background:**

This property consists of 1.07 acres and is located on Bluff View Drive in the Kinsale Bluff Subdivision. It is zoned R-1 and a new single family home is currently being permitted and constructed on the lot. The applicant submitted a variance application to allow construction of an accessory pool house structure. The pool house is proposed to be 432 square feet.

**4. Requested Variance:** Per Article X, Section 1000(h) of the Bryan County Code of Ordinances, the maximum square footage for an accessory structure in the R zoning districts is 200 square feet, unless the structure is a detached garage or guest house. The proposed pool house, therefore, does not comply with the Code. The applicant is requesting a variance of 232 square feet.

**5. Exhibits:** The following Exhibits are attached hereto as referenced. All application documents were received at the Bryan County Community Development office on August 9, 2019, unless otherwise noted.

**“A” Exhibits- Application:**

A-1 Variance Application

A-2 Site Plan

**“B” Exhibits- Agency Comments:**

B-1 Engineering Comments dated August 12, 2019

B-2 Fire Chief Comments dated August 26, 2019

**“C” Exhibits- Bryan County Supplements**

C-1 Overview Map

C-2 Location Map

C-3 Notification Map

C-4 Zoning Map

**“D” Exhibits- Public Comment:**

None Received

**III. Analysis Under Section 9, Article V. – Appeals, Variances and Administrative Relief - Variances:**

**Review Criteria:** A variance may be granted by the Board of Adjustment if it finds that:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

**Staff Findings:** Hardships are generally defined by extraordinary and exceptional conditions pertaining to the physical condition of a lot which would prevent it from being used or developed in compliance with the requirements of the zoning ordinance. In this case, there are no unique physical conditions of the lot which would prevent the proposed accessory building from complying with the stated requirements of the ordinance; therefore, an unnecessary hardship would not result from strict application of the ordinance.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance.

**Staff Findings:** Staff has not identified any hardships resulting from conditions peculiar to the property. The lot is approximately 1.07 acres in size which exceeds the minimum requirements of the R-1 zoning district, when served by central water or sewer. Within the immediate vicinity there are other R-1 lots of a similar size and condition. Therefore, the condition of the property appears to be common to the neighborhood.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

**Staff Findings:** There are no identified hardships specific to the property.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

**Staff Findings:** The requested variance is not in keeping with the intent of the ordinance, which is to limit the size of accessory structures and buildings within the residential zoning districts to 200 square feet.

#### **IV. Staff Recommendation**

Staff recommends denying the requested variance from Article X, Section 1000(h) of the Zoning Ordinance, because the variance requirements are not met.

#### **V. Board of Adjustment Decision**

**Decision:** The Board of Adjustment may approve the variance as requested, or it may approve the variance requested subject to conditions, or it may deny the requested variance.

The Board of Adjustment may continue the hearing for additional information from the applicant, additional public input or for deliberation.

► **Motion Regarding Decision:** Having considered the evidence in the record, upon motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_, and by vote of \_\_ to \_\_, the Board of Adjustment hereby approves as proposed/approves with provisions/denies the proposed variance.

# “A” Exhibits – Application

Bryan County  
Board of Commissioners

Community Development Department

"Exhibit A-1"



VARIANCE APPLICATION

Refer to Article V, Section 501 of the Zoning Regulations for additional information regarding Variance requirements.

Application Fee: \$150.00

**Applicant:**

- Property Owner
- Authorized Agent

Applicant Name: Michael Roberts Custom Homes  
 Address: 82 Edsel Drive Suite A  
 City: Richmond Hill State: GA Zip: 31324  
 Phone: 912-663-3141 Email: Robertscc@me.com

Property Owner (if not applicant): Charles Ussey  
 Address: 711 Chostain Circle  
 City: Richmond Hill State: GA Zip: 31324 Phone: ~~912-663-3141~~  
404-510-7925

Property Information: General Location: Kingsley Bluff  
 PIN Number (Map & Parcel): 0673 067 Current Zoning District(s): R-1

What section of the Subdivision or Zoning Code are you requesting a variance for? FDD

Description of Variance Requested: Pool House to be 432 sq Ft. Need to increase size allowed in FDD if 200 sq Ft.

Applicant Certification: I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision, and that I have answered all of the questions contained herein and know the same to be true and correct.

[Signature] \_\_\_\_\_ Date 8/2/19

Applicant Signature \_\_\_\_\_ Date

FOR OFFICE USE ONLY

Case #: V#326-19 Date Received: 8-2-19  Fee Paid Initial: SF

**Variance Review and Timing**

The typical process and timeframe for reviewing variance applications is as follows. The 15-day review period will not begin until the submitted application is certified as being complete.

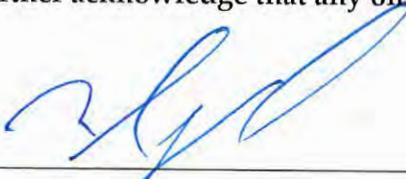
<b>Completeness Review</b>	<u>5</u> business days after Application Submittal
<b>Planning &amp; Zoning (P&amp;Z) Commission Public Hearing</b>	<u>30-60</u> days after Completeness Certification

**Variance Application Checklist**

The following information must be included with your submittal. Any omission of the items below will result in a delay of your request. Place a check next to each item included with your submission.

- Completed Application
- Proof of Ownership
- Verification of Paid Taxes - *pull from SFH App*
- Disclosure Statement
- Authorization by Property Owner
- Written narrative justifying request under the Variance Criteria
- One (1) 8 ½ x 11 inch, and One (1) full size copy of the proposed site plan prepared in accordance with the Site Plan Checklist or residential plot plan prepared in accordance with the Residential Plot Plan Checklist

**Applicant Acknowledgement:** 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.

  
\_\_\_\_\_  
Applicant Signature

*8/2/15*  
\_\_\_\_\_  
Date

Variance Criteria

Variances may only be granted if it is found that the application meets the criteria below. A separate sheet(s) of paper may be used if additional space is needed.

- 1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

- ordinance 1000-H would unnecessarily cancel the construction

- 2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance;

with sufficient set back measurements ordinance 1000H - unreasonably restricts the use of my property & accommodate the Accessory Structure

- 3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

1000-H does not properly account for Accessory Structure as a pool house.

- 4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

The variance request is consistent - It will be used for pool accommodations - It will match those in File #.

If you have questions, contact the Community Development Department at one of our office locations.

51 North Courthouse Street  
Pembroke, GA 31321  
Phone: 912-653-3893  
Fax: 912-653-3864

66 Capt. Matthew Freeman Drive  
Richmond Hill, GA 31324  
Phone: 912-756-3177  
Fax: 912-756-7951

FOR OFFICE USE ONLY

Completeness Certified: 8/19/19 P&Z Public Hearing Date: Sept. 3, 2019



Bryan County  
Board of Commissioners

Department of Planning & Zoning



VERIFICATION OF PAID TAXES

dm The undersigned verifies that all Bryan County property taxes, billed to date to the parcel listed below, have been paid in full to the Tax Commissioner of Bryan County, Georgia.

dm The undersigned verifies that all Bryan County fire and garbage taxes for the parcel listed below have been paid in full to the Tax Commissioner of Bryan County, Georgia.

0673 067

Parcel Identification Number

Debbie Nash

Signature of Applicant

07/11/19

Date

BRYAN COUNTY TAX COMMISSIONER'S USE ONLY

Payment of all taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below.

2018 - Taxes pd.

Name: Mania Rodriguez

Title: Tax clerk

Signature: [Signature]

Date: 7-18-19

**IF APPLYING FOR A MOBILE HOME PERMIT, PLEASE COMPLETE THE FOLLOWING:**

Manufactured Home: \_\_\_\_\_ Make,  
\_\_\_\_\_ Model  
\_\_\_\_\_ Year  
\_\_\_\_\_ Serial #

\_\_\_\_\_ The undersigned verifies that a current Bryan County Decal has been issued of the mobile home referenced above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Bryan County  
Board of Commissioners



Community Development Department

**DISCLOSURE STATEMENT**

Title 36, chapter 67A-3 of O.C.G.A. requires that when any applicant for rezoning action has made, within two years immediately preceding the filing of the applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, to file a disclosure report.

No, I have not made any campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

Yes, I have made campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

To Whom: \_\_\_\_\_

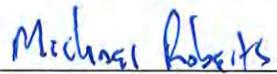
Value of Contribution: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

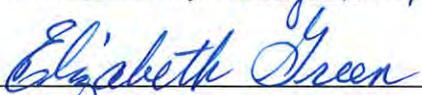
I have read and understand the above and hereby agree to all that is required by me as the applicant.

  
\_\_\_\_\_  
Signature of Applicant

Personally appeared before me

  
\_\_\_\_\_  
Applicant (Print)

Who on oath deposes and says that the above is true to the best of his or her knowledge and belief.

This 8 day of August 2019  
  
\_\_\_\_\_  
Notary Public



Bryan County  
Board of Commissioners

Community Development Department



AUTHORIZATION OF PROPERTY OWNER

I, Charles Ussery, 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 Bryan County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Variance application. Further, I authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Michael Roberts Custom Homes

Address: 82 Edsel Drive Suite A

City: Richmond Hill State: GA Zip Code: 31324

Telephone Number: 912-663-3141 Email: Roberticc@nc.com

[Signature]  
Signature of Owner

8-2-19  
Date

Charles J. Ussery  
Owners Name (Print)

Personally appeared before me

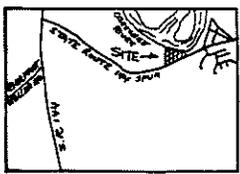
Charles J. Ussery  
Owner (Print)

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

This Day 8th of August, 2019

Elizabeth Green  
Notary Public





VICINITY MAP  
NOT TO SCALE

CURVE	RADIUS	TANGENT	LENGTH	CHORD	CHANGING
C1	20.00'	6.57'	12.00'	11.80'	N 08°40'22"E
C2	20.00'	12.60'	22.50'	21.30'	S 49°28'43"E
C3	20.00'	18.87'	36.37'	34.71'	S 80°03'07"E
C4	20.00'	25.38'	51.18'	47.44'	S 50°33'14"E
C5	20.00'	32.17'	67.24'	61.02'	S 02°02'27"E
C6	20.00'	39.24'	84.56'	76.30'	S 32°02'27"E
C7	20.00'	46.59'	103.15'	93.28'	S 62°02'27"E
C8	20.00'	54.24'	123.04'	111.97'	S 91°02'27"E
C9	20.00'	62.19'	144.26'	132.30'	S 119°02'27"E
C10	20.00'	70.44'	166.84'	154.20'	S 146°02'27"E
C11	20.00'	78.99'	190.80'	177.60'	S 172°02'27"E
C12	20.00'	87.84'	217.16'	202.40'	S 197°02'27"E
C13	20.00'	96.99'	244.96'	228.60'	S 221°02'27"E
C14	20.00'	106.44'	274.24'	256.10'	S 244°02'27"E
C15	20.00'	116.19'	305.00'	284.80'	S 266°02'27"E
C16	20.00'	126.24'	337.28'	315.70'	S 286°02'27"E
C17	20.00'	136.59'	371.12'	348.80'	S 304°02'27"E
C18	20.00'	147.24'	406.48'	384.10'	S 320°02'27"E
C19	20.00'	158.19'	443.40'	421.60'	S 334°02'27"E
C20	20.00'	169.44'	481.84'	461.30'	S 346°02'27"E
C21	20.00'	180.99'	521.84'	503.20'	S 356°02'27"E
C22	20.00'	192.84'	563.36'	547.30'	S 364°02'27"E
C23	20.00'	204.99'	606.48'	593.60'	S 370°02'27"E
C24	20.00'	217.44'	651.20'	642.10'	S 374°02'27"E
C25	20.00'	230.19'	697.56'	692.80'	S 376°02'27"E
C26	20.00'	243.24'	745.52'	745.80'	S 376°02'27"E
C27	20.00'	256.59'	795.04'	801.00'	S 374°02'27"E
C28	20.00'	270.24'	846.16'	858.30'	S 370°02'27"E
C29	20.00'	284.19'	908.84'	917.80'	S 364°02'27"E
C30	20.00'	298.44'	974.08'	979.40'	S 356°02'27"E
C31	20.00'	312.99'	1040.84'	1042.60'	S 346°02'27"E
C32	20.00'	327.84'	1109.16'	1107.40'	S 334°02'27"E
C33	20.00'	342.99'	1179.00'	1183.80'	S 320°02'27"E
C34	20.00'	358.44'	1250.36'	1261.80'	S 304°02'27"E
C35	20.00'	374.19'	1323.28'	1341.40'	S 286°02'27"E
C36	20.00'	390.24'	1397.72'	1422.60'	S 266°02'27"E
C37	20.00'	406.59'	1473.72'	1505.40'	S 244°02'27"E
C38	20.00'	423.24'	1551.28'	1599.80'	S 221°02'27"E
C39	20.00'	440.19'	1630.44'	1705.80'	S 197°02'27"E
C40	20.00'	457.44'	1711.20'	1823.40'	S 172°02'27"E
C41	20.00'	474.99'	1793.56'	1952.60'	S 146°02'27"E
C42	20.00'	492.84'	1877.52'	2093.40'	S 119°02'27"E
C43	20.00'	510.99'	1963.08'	2245.80'	S 91°02'27"E
C44	20.00'	529.44'	2050.28'	2409.80'	S 62°02'27"E
C45	20.00'	548.19'	2139.12'	2585.40'	S 32°02'27"E
C46	20.00'	567.24'	2229.60'	2772.60'	S 0°02'27"E
C47	20.00'	586.59'	2321.76'	2971.40'	N 0°02'27"E
C48	20.00'	606.24'	2415.60'	3181.80'	N 8°02'27"E
C49	20.00'	626.19'	2511.12'	3403.80'	N 16°02'27"E
C50	20.00'	646.44'	2608.36'	3637.40'	N 24°02'27"E
C51	20.00'	666.99'	2707.36'	3882.60'	N 32°02'27"E
C52	20.00'	687.84'	2808.12'	4139.40'	N 40°02'27"E
C53	20.00'	708.99'	2910.64'	4407.80'	N 48°02'27"E
C54	20.00'	730.44'	3014.96'	4687.80'	N 56°02'27"E
C55	20.00'	752.19'	3121.12'	4979.40'	N 64°02'27"E
C56	20.00'	774.24'	3229.16'	5282.60'	N 72°02'27"E
C57	20.00'	796.59'	3339.12'	5597.40'	N 80°02'27"E
C58	20.00'	819.24'	3450.96'	5923.80'	N 88°02'27"E
C59	20.00'	842.19'	3564.72'	6261.80'	N 96°02'27"E
C60	20.00'	865.44'	3680.40'	6711.40'	N 104°02'27"E
C61	20.00'	888.99'	3797.92'	7182.60'	N 112°02'27"E
C62	20.00'	912.84'	3917.28'	7675.40'	N 120°02'27"E
C63	20.00'	936.99'	4038.52'	8190.80'	N 128°02'27"E
C64	20.00'	961.44'	4161.60'	8728.80'	N 136°02'27"E
C65	20.00'	986.19'	4286.56'	9289.40'	N 144°02'27"E
C66	20.00'	1011.24'	4413.36'	9872.60'	N 152°02'27"E
C67	20.00'	1036.59'	4542.00'	10478.40'	N 160°02'27"E
C68	20.00'	1062.24'	4672.52'	11206.80'	N 168°02'27"E
C69	20.00'	1088.19'	4804.96'	11957.80'	N 176°02'27"E
C70	20.00'	1114.44'	4939.28'	12731.40'	N 184°02'27"E
C71	20.00'	1140.99'	5075.52'	13527.60'	N 192°02'27"E
C72	20.00'	1167.84'	5213.72'	14346.40'	N 200°02'27"E
C73	20.00'	1194.99'	5353.84'	15187.80'	N 208°02'27"E
C74	20.00'	1222.44'	5495.92'	16051.80'	N 216°02'27"E
C75	20.00'	1250.19'	5639.96'	16938.40'	N 224°02'27"E
C76	20.00'	1278.24'	5786.00'	17847.60'	N 232°02'27"E
C77	20.00'	1306.59'	5934.08'	18779.40'	N 240°02'27"E
C78	20.00'	1335.24'	6084.16'	19733.80'	N 248°02'27"E
C79	20.00'	1364.19'	6236.28'	20710.80'	N 256°02'27"E
C80	20.00'	1393.44'	6390.48'	21710.40'	N 264°02'27"E
C81	20.00'	1422.99'	6546.72'	22732.60'	N 272°02'27"E
C82	20.00'	1452.84'	6705.04'	23777.40'	N 280°02'27"E
C83	20.00'	1482.99'	6865.48'	24844.80'	N 288°02'27"E
C84	20.00'	1513.44'	7028.00'	25934.80'	N 296°02'27"E
C85	20.00'	1544.19'	7192.64'	27047.40'	N 304°02'27"E
C86	20.00'	1575.24'	7359.36'	28182.60'	N 312°02'27"E
C87	20.00'	1606.59'	7528.12'	29340.40'	N 320°02'27"E
C88	20.00'	1638.24'	7698.96'	30520.80'	N 328°02'27"E
C89	20.00'	1670.19'	7871.92'	31723.80'	N 336°02'27"E
C90	20.00'	1702.44'	8047.04'	32948.40'	N 344°02'27"E
C91	20.00'	1734.99'	8224.32'	34194.60'	N 352°02'27"E
C92	20.00'	1767.84'	8403.80'	35462.40'	N 360°02'27"E
C93	20.00'	1800.99'	8585.44'	36752.80'	N 368°02'27"E
C94	20.00'	1834.44'	8769.20'	38075.80'	N 376°02'27"E
C95	20.00'	1868.19'	8955.12'	39430.40'	N 384°02'27"E
C96	20.00'	1902.24'	9143.20'	40816.60'	N 392°02'27"E
C97	20.00'	1936.59'	9333.48'	42234.40'	N 400°02'27"E
C98	20.00'	1971.24'	9525.92'	43683.80'	N 408°02'27"E
C99	20.00'	2006.19'	9720.48'	45164.80'	N 416°02'27"E
C100	20.00'	2041.44'	9917.20'	46677.40'	N 424°02'27"E
C101	20.00'	2076.99'	10116.16'	48221.60'	N 432°02'27"E
C102	20.00'	2112.84'	10317.36'	49797.40'	N 440°02'27"E
C103	20.00'	2148.99'	10520.80'	51404.80'	N 448°02'27"E
C104	20.00'	2185.44'	10726.56'	53043.80'	N 456°02'27"E
C105	20.00'	2222.19'	10934.64'	54714.40'	N 464°02'27"E
C106	20.00'	2259.24'	11145.04'	56416.60'	N 472°02'27"E
C107	20.00'	2296.59'	11357.76'	58150.40'	N 480°02'27"E
C108	20.00'	2334.24'	11572.80'	59915.80'	N 488°02'27"E
C109	20.00'	2372.19'	11790.16'	61712.80'	N 496°02'27"E
C110	20.00'	2410.44'	12009.84'	63541.40'	N 504°02'27"E
C111	20.00'	2448.99'	12231.92'	65401.60'	N 512°02'27"E
C112	20.00'	2487.84'	12456.40'	67293.40'	N 520°02'27"E
C113	20.00'	2526.99'	12683.36'	69216.80'	N 528°02'27"E
C114	20.00'	2566.44'	12912.72'	71171.80'	N 536°02'27"E
C115	20.00'	2606.19'	13144.48'	73158.40'	N 544°02'27"E
C116	20.00'	2646.24'	13378.64'	75176.60'	N 552°02'27"E
C117	20.00'	2686.59'	13615.20'	77226.40'	N 560°02'27"E
C118	20.00'	2727.24'	13854.28'	79307.80'	N 568°02'27"E
C119	20.00'	2768.19'	14095.80'	81420.80'	N 576°02'27"E
C120	20.00'	2809.44'	14339.84'	83565.40'	N 584°02'27"E
C121	20.00'	2850.99'	14586.40'	85741.60'	N 592°02'27"E
C122	20.00'	2892.84'	14835.52'	87949.40'	N 600°02'27"E
C123	20.00'	2934.99'	15087.20'	90189.80'	N 608°02'27"E
C124	20.00'	2977.44'	15341.52'	92462.80'	N 616°02'27"E
C125	20.00'	3020.19'	15598.56'	94768.40'	N 624°02'27"E
C126	20.00'	3063.24'	15858.32'	97106.60'	N 632°02'27"E
C127	20.00'	3106.59'	16120.80'	99477.40'	N 640°02'27"E
C128	20.00'	3150.24'	16386.08'	101880.80'	N 648°02'27"E
C129	20.00'	3194.19'	16654.16'	104316.80'	N 656°02'27"E
C130	20.00'	3238.44'	16925.04'	106785.40'	N 664°02'27"E
C131	20.00'	3282.99'	17198.72'	109286.60'	N 672°02'27"E
C132	20.00'	3327.84'	17475.20'	111819.40'	N 680°02'27"E
C133	20.00'	3372.99'	17754.56'	114383.80'	N 688°02'27"E
C134	20.00'	3418.44'	18036.80'	116969.80'	N 696°02'27"E
C135	20.00'	3464.19'	18321.92'	119577.40'	N 704°02'27"E
C136	20.00'	3510.24'	18609.92'	122206.60'	N 712°02'27"E
C137	20.00'	3556.59'	18900.80'	124857.40'	N 720°02'27"E
C138	20.00'	3603.24'	19194.56'	127529.80'	N 728°02'27"E
C139	20.00'	3650.19'	19491.20'	130223.80'	N 736°02'27"E
C140	20.00'	3697.44'	19790.80'	132939.40'	N 744°02'27"E
C141	20.00'	3744.99'	20093.36'	135676.60'	N 752°02'27"E
C142	20.00'	3792.84'	20398.88'	138435.40'	N 760°02'27"E
C143	20.00'	3840.99'	20707.36'	141215.80'	N 768°02'27"E
C144	20.00'	3889.44'	21018.80'	144017.80'	N 776°02'27"E
C145	20.00'	3938.19'	21333.20'	146841.40'	N 784°02'27"E
C146	20.00'	3987.24'	21650.56'	149686.60'	N 792°02'27"E
C147	20.00'	4036.59'	21970.88'	152553.40'	N 800°02'27"E
C148	20.00'	4086.24'	22294.16'	155441.80'	N 808°02'27"E
C149	20.00'	4136.19'	22620.40'	158351.80'	N 816°02'27"E
C150	20.00'	4186.44'	22949.60'	161283.40'	N 824°02'27"E
C151	20.00'	4236.99'	23281.76'	164236.60'	N 832°02'27"E
C152	20.00'	4287.84'	23616.88'	167211.40'	N 840°02'27"E
C153	20.00'	4338.99'	23954.96'	170207.80'	N 848°02'27"E
C154	20.00'	4390.44'	24296.00'	173225.80'	N 856°02'27"E
C155	20.00'	4442.19'	24640.08'	176265.40'	N 864°02'27"E
C156	20.00'	4494.24'	24987.20'	179326.60'	N 872°02'27"E
C157	20.00'	4546.59'	25337.36'	182409.40'	N 880°02'27"E
C158	20.00'	4599.24'	25690.56'	185513.80'	N 888°02'27"E
C159	20.00'	4652.19'	26046.80'	188639.80'	N 896°02'27"E
C160	20.00'	4705.44'	26406.16'	191787.40'	N 904°02'27"E
C161	20.00'	4759.19'	26768.64'	194956.60'	N 912°02'27"E
C162	20.00'	4813.24'	27134.24'	198147.40'	N 920°02'27"E
C163	20.00'	4867.69'	27502.96'	201359.80'	N 928°02'27"E
C164	20.00'	4922.44'	27874.80'		



# “B” Exhibits – Agency Comments



BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
(Fax) 756-7951

Article XIII, Section 302 of the Bryan County Zoning Ordinance requires that we secure comments from the Engineering Director, Fire Chief, County Health Director, and Public Works Director on the following zoning application:

CASE # V#326-19

Zoning Request: Request to increase the permitted size for an accessory structure from 200 sq ft to 432 square feet for a pool house

Filed by: Michael Roberts Custom Homes, 82 Edsel Drive, Suite A, Richmond Hill

Owners: Charles Ussery, 711 Chastain Circle, Richmond Hill, GA

Property address: 711 Chastain Circle

Map and Parcel # 0673-067

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

Comments: NONE

- Engineering Director       Fire Chief       County Health Director
- Public Works Director       Bryan County Schools (optional)

Signature: Kirk J. Coan      Date: 8.12.19



**BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
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**Article XIII, Section 302 of the Bryan County Zoning Ordinance requires that we secure comments from the Engineering Director, Fire Chief, County Health Director, and Public Works Director on the following zoning application:**

**CASE #**   V#326-19  

**Zoning Request:**   Request to increase the permitted size for an accessory structure from 200 sq ft to 432 square feet for a pool house  

**Filed by:**   Michael Roberts Custom Homes, 82 Edsel Drive, Suite A, Richmond Hill  

**Owners:**   Charles Ussery, 711 Chastain Circle, Richmond Hill, GA  

**Property address:**   711 Chastain Circle  

**Map and Parcel #**   0673-067  

This issue is scheduled for a public hearing with the Planning and Zoning Commission on   9/3/2019   and the Board of Commissioners on   9/10/2019  .

Please return this completed form with any comments/attachments to the Community Development Department by   8/16/2019  .

**Comments:**   No issues with this!    
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

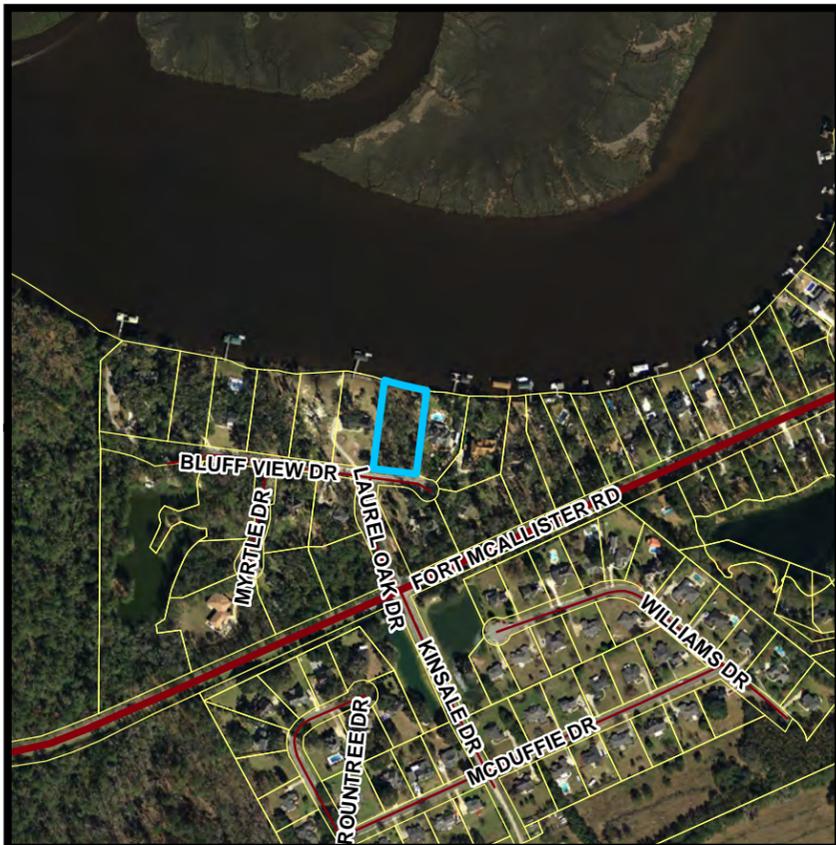
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> <b>Engineering Director</b>  | <input checked="" type="checkbox"/> <b>Fire Chief</b>           | <input type="checkbox"/> <b>County Health Director</b> |
| <input type="checkbox"/> <b>Public Works Director</b> | <input type="checkbox"/> <b>Bryan County Schools (optional)</b> |  |

**Signature:**   Freddy Howell  

**Date:**   08/23/2019

# “C” Exhibits – Bryan County Supplements

# "Exhibit C-1"



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcel 0673-067
- Surrounding Parcels



"Exhibit C-2"



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcel 0673-067
- Parcels



Produced by Bryan County GIS  
August 2019



**Location Map**  
**Michael Roberts Custom Homes**  
**Case V# 326-19**

DISCLAIMER  
Information represented in this compilation from numerous digital GIS resources is solely for planning and illustration purposes. It is not suitable for site specific decision making. The accuracy of this product is dependent upon the source data and therefore the accuracy cannot be guaranteed. The areas depicted in this GIS Map Product are approximate, and is not necessarily accurate to surveying or engineering standards. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for the information contained therein or if information is used for other than its intended purpose. Reproduction, dissemination, altering this data is not authorized without prior consent. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for modified data.

"Exhibit C-3"



Interstate, U.S. & State Highways, & Other Major Roads  
 Roads  
 Notified Owners  
 Subject Parcel 0673-067  
 Parcels

PARCEL #	OWNER
0673 054	MILLER SOLO 401K
0673 055	WELCH ANDREW B & WELCH HALLE M
0673 056	PREUNINGER BILLY D
0673 065	MASSEY PAULA A & JAMES R
0673 066	KICKLIGHTER DAVID B & SUE
0673 067	USSERY CHARLES
0673 068	HOLLEY-WILLIAMS E.K., GARY H & WILLIAMS ERNEST B
0673 069	ZACHARIUS JEFFREY DAVID & LESLIE I
0673 070	PAGNOTTA FRANK & PAGNOTTA MARQUITA A
0673 071	DONNETT NORBERTO & DONNETT SARA G

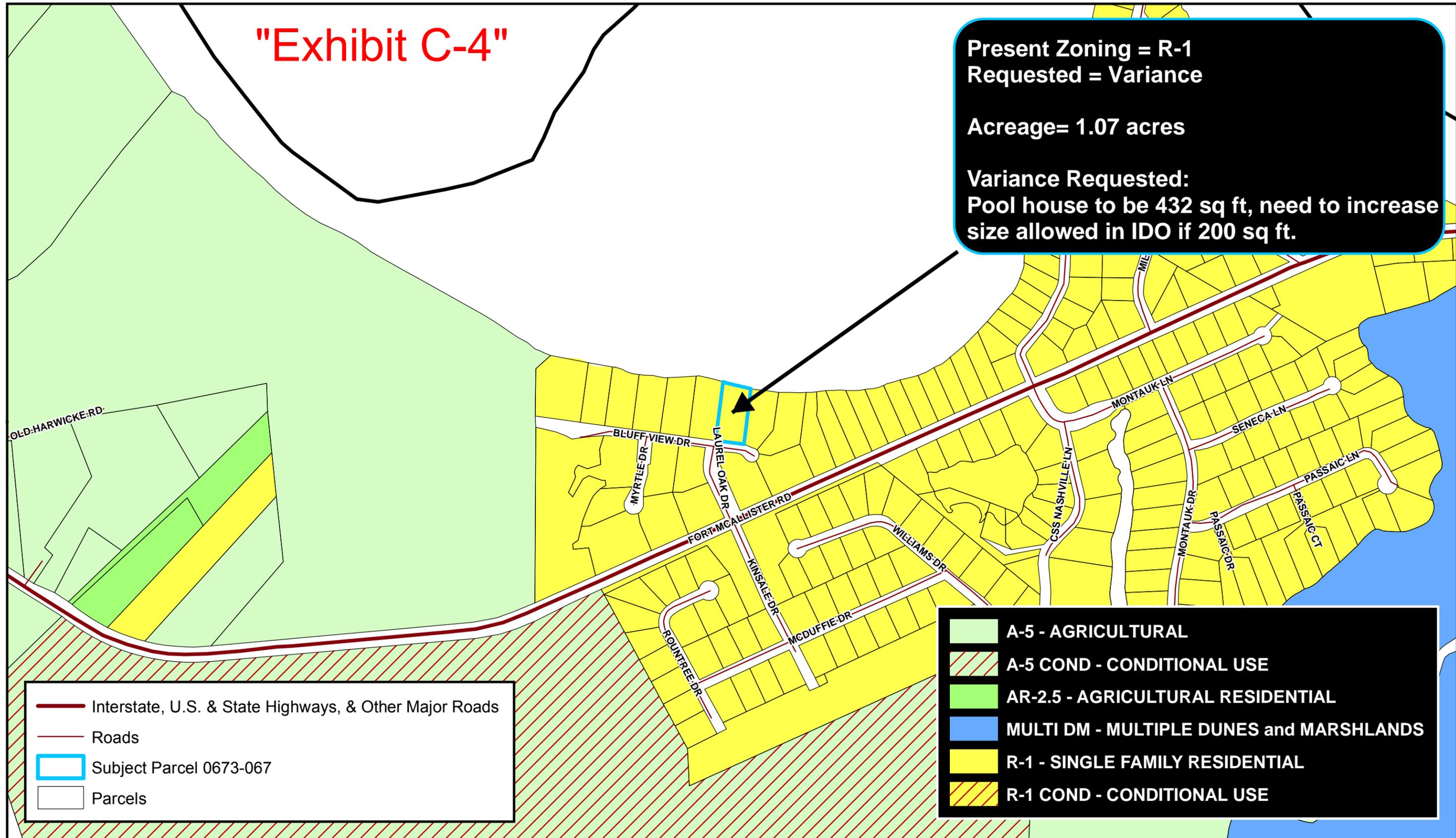


# "Exhibit C-4"

Present Zoning = R-1  
Requested = Variance

Acreage= 1.07 acres

Variance Requested:  
Pool house to be 432 sq ft, need to increase size allowed in IDO if 200 sq ft.



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcel 0673-067
- Parcels

- A-5 - AGRICULTURAL
- A-5 COND - CONDITIONAL USE
- AR-2.5 - AGRICULTURAL RESIDENTIAL
- MULTI DM - MULTIPLE DUNES and MARSHLANDS
- R-1 - SINGLE FAMILY RESIDENTIAL
- R-1 COND - CONDITIONAL USE



# “D” Exhibits – Public Comment

**BRYAN COUNTY BOARD OF ADJUSTMENT**

**CASE V#327-19**

Public Hearing Date: September 3, 2019

REGARDING THE APPLICATION OF: Michael T. Casey Jr., requesting a variance for property located on Belfast River Road, PIN# 062 141, 062 142, 062 143. The applicant is requesting to increase the allowable length of a private road.	Staff Report By Sara Farr-Newman Dated: August 27, 2019
---	---

**I. Application Summary**

**Requested Action:** Public hearing and consideration of a variance requested by Michael Casey to increase the permitted length of a private road.

**Applicant:** Michael T. Casey Jr.  
379 Bluff Drive  
Richmond Hill, GA 31324

**Owner:** (Parcels 062 142 and 062 143)  
Belhaven Barn LLC  
1051 Belfast River Road  
Richmond Hill, GA 31324

(Parcel 062 141)  
Michael T. Casey Sr  
1076 Belfast River Road  
Richmond Hill, GA 31324

**Applicable Regulations:**

- The State of Georgia, Title 36. Local Government Provisions Applicable to Counties and Municipal Corporations, Chapter 66. Zoning Procedures, Georgia Code O.C.G.A. 36-66
- Appendix A – Subdivisions, Article V – Design Standards, Sections 502.02(b) and Section 502.01
- Appendix A – Subdivisions, Article XIII – Minor Subdivisions, Section 1303
- Appendix B – Zoning, Article V – Appeals, Variances, and Administrative Relief. Per the County Ordinance, a 4/5 majority is required to approve a variance.

## II. General Information

**1. Application:** A variance application was submitted by Michael Casey on August 2, 2019. After reviewing the application, the Director certified the application as being generally complete on August 5, 2019.

**2. Notice:** Public notice for this application was as follows:

A. Legal notice was published in the Bryan County News on August 15, 2019.

B. Notice was mailed on August 19, 2019 to surrounding landowners within 300' of the exterior boundaries of the property.

D. An on-site notice was posted on August 19, 2019.

**3. Background:** This property along with surrounding parcels have undergone several changes over the past couple of years, all at the request of the current property owner/applicant. A timeline of these changes is below:

- May 2, 2012 – Subdivision plat recorded in Plat Book 638, Page 6B creating four parcels (Parcel 1, 2, 3, and 4), all of which were accessible from Belfast River Road.
- July 3, 2014 – Subdivision plat recorded in Plat Book 655, Page 8A subdividing Parcel 1 and creating a new Parcel 1-A and Parcel 1-B, and with all lots still accessed from Belfast River Road.
- September 11, 2014 – Lot line adjustment recorded in Plat Book 657, Page 7B, changing the shape of Parcel 2 and Parcel 3, and with all lots still accessed from Belfast River Road.
- August 17, 2015 – Lot line adjustment and combination plat recorded in Plat Book 665, Page 5A reducing the size of Parcel 3 by adding a portion of this parcel to Parcel 1-A, and with all lots still accessed from Belfast River Road.
- Approved August 22, 2019 – Lot line adjustment, not yet recorded, changing the boundary lines of Parcels 2, 3, and 4, and creating non-continuous frontage for Parcel 2, consisting of 309 feet on the eastern portion and frontage of 50.12 feet on the western portion. At this time, all parcels within the original subdivision boundaries are still accessed from Belfast River Road.

The applicant now plans to further subdivide Parcel 2, creating a new Parcel 2A with a 50-foot wide private road extending approximately 565 feet and with a cul-de-sac to provide access to the new lot.

**4. Requested Variance:** Per Appendix A, Article XIII, Section 1303(e) of the Bryan County Code of Ordinances, private roads shall not exceed 300 feet in length from the edge of the nearest public right-of-way to the most distant property line along the road or driveway. The applicant is requesting a variance to extend this private road approximately 565 feet. The proposed road, therefore, does not comply with the Code.

**5. Exhibits:** The following Exhibits are attached hereto as referenced. All application documents were received at the Bryan County Community Development office on August 5, 2019, unless otherwise noted.

**“A” Exhibits- Application:**

- A-1 Variance Application
- A-2 Proposed Plat (August 23, 2019)

**“B” Exhibits- Agency Comments:**

- B-1 Engineering Comments
- B-2 Public Health Comments

**“C” Exhibits- Bryan County Supplements**

- C-1 Overview Map
- C-2 Location Map
- C-3 Notification Map
- C-4 Zoning Map
- C-5 Subdivision plat recorded in Plat Book 638, Page 6B
- C-6 Subdivision plat recorded in Plat Book 655, Page 8A
- C-7 Lot line adjustment recorded in Plat Book 657, Page 7B
- C-8 Lot line adjustment and combination plat recorded in Plat Book 665, Page 5A
- C-9 Lot line adjustment approved August 22, 2019, not yet recorded

**“D” Exhibits- Public Comment:**

None received

**III. Analysis Under Section 9, Article V. – Appeals, Variances and Administrative Relief - Variances:**

**Review Criteria:** A variance may be granted by the Board of Adjustment if it finds that:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

**Staff Findings:** Hardships are generally defined by extraordinary and exceptional conditions pertaining to the physical condition of a lot which would prevent it from being used or developed in compliance with

the requirements of the zoning ordinance. The applicant has made several changes to the property layout since 2012, so staff does not consider further subdivision of the property to be a hardship.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance.

**Staff Findings:** No hardships were identified.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

**Staff Findings:** No hardships were identified. The existing conditions on the parcel were created by the applicant through the adjustments to the lot lines and previous subdivisions noted in the Background paragraph.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

**Staff Findings:** The requested variance is not in keeping with the intent of the ordinance. The intent of the ordinance is to limit unpaved roads that are unlikely to be maintained. While this road may be maintained, there is no hardship identified that would require the creation of a private road in order to make use of the property.

#### **IV. Staff Recommendation**

Staff recommends denying the requested variance from Article XIII, Section 1303(e) of the Subdivision Ordinance. If the variance is approved, the size of the cul-de-sac must be increased per the Engineering Department comments.

#### **V. Board of Adjustment Decision**

**Decision:** The Board of Adjustment may approve the variance as requested, or it may approve the variance requested subject to conditions, or it may deny the requested variance. If the Board approves the variance, staff requests the following condition be placed on the approval:

1. The cul-de-sac bulb radius shall comply with County Design Standards;
2. A letter from an environmental consultant confirming the wetland boundaries;
3. Note on plat indicating all lots with frontage on the private road will be accessed from this road.

The Board of Adjustment may continue the hearing for additional information from the applicant, additional public input or for deliberation.

► **Motion Regarding Decision:** Having considered the evidence in the record, upon motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_, and by vote of \_\_ to \_\_, the Board of Adjustment hereby approves as proposed/approves with provisions/denies the proposed variance.

# “A” Exhibits – Application

Bryan County  
Board of Commissioners

"Exhibit A-1"



Community Development Department



VARIANCE APPLICATION

Refer to Article V, Section 501 of the Zoning Regulations for additional information regarding Variance requirements.

Application Fee: \$150.00

Applicant:

- Property Owner
- Authorized Agent

Applicant Name: Michael T. Casey Jr.  
 Address: 379 BUFF DR.  
 City: Rehoboth Hill State: GA Zip: 31324  
 Phone: (912) 312-0421 Email: TCasey5711@aol.com

Property Owner (if not applicant): Same  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Property Information: General Location: Belfast Hill Rd across from Griffin Rd.  
 PIN Number (Map & Parcel): \_\_\_\_\_ Current Zoning District(s): A-5

What section of the Subdivision or Zoning Code are you requesting a variance for? \_\_\_\_\_

Description of Variance Requested: Exceed private Road length of 300'

Applicant Certification: I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision, and that I have answered all of the questions contained herein and know the same to be true and correct.

[Signature]  
Applicant Signature

8-2-19  
Date

062-141  
062-142  
062-143

FOR OFFICE USE ONLY

Case #: V# 327-19 Date Received: 8-2-19  Fee Paid Initial: SF

## Variance Review and Timing

The typical process and timeframe for reviewing variance applications is as follows. The 15-day review period will not begin until the submitted application is certified as being complete.

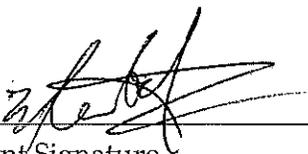
<b>Completeness Review</b>	<u>5</u> business days after Application Submittal
<b>Planning &amp; Zoning (P&amp;Z) Commission Public Hearing</b>	<u>30-60</u> days after Completeness Certification

## Variance Application Checklist

The following information must be included with your submittal. Any omission of the items below will result in a delay of your request. Place a check next to each item included with your submission.

- Completed Application
- Proof of Ownership
- Verification of Paid Taxes
- Disclosure Statement
- Authorization by Property Owner
- Written narrative justifying request under the Variance Criteria
- One (1) 8 ½ x 11 inch, and One (1) full size copy of the proposed site plan prepared in accordance with the Site Plan Checklist or residential plot plan prepared in accordance with the Residential Plot Plan Checklist

**Applicant Acknowledgement:** 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.

  
\_\_\_\_\_  
Applicant Signature

9-2-19  
\_\_\_\_\_  
Date

Variance Criteria

Variances may only be granted if it is found that the application meets the criteria below. A separate sheet(s) of paper may be used if additional space is needed.

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

This 5 acres would go with the same size tracts in this area.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance;

The size of the tracts would only better suit the surrounding lots.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

No, this lot split would not create any hardship.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

Yes, the variance would be consistent and the intent to keep larger tracts of land in the area.

If you have questions, contact the Community Development Department at one of our office locations.

51 North Courthouse Street  
Pembroke, GA 31321  
Phone: 912-653-3893  
Fax: 912-653-3864

66 Capt. Matthew Freeman Drive  
Richmond Hill, GA 31324  
Phone: 912-756-3177  
Fax: 912-756-7951

FOR OFFICE USE ONLY

Completeness Certified: 8/5/19 P&Z Public Hearing Date: Sept. 3, 2019

PIN #  
062-141

BRYAN COUNTY  
CLERK OF COURTS

1050 0450

2012 MAY -2 AM 11:45

BOOK# \_\_\_\_\_ PAGE# \_\_\_\_\_  
CLERK OF SUPERIOR COURT  
BRYAN COUNTY, GA  
REBECCA G. CROWE

Bryan County, Georgia  
Real Estate Transfer Tax

Paid 30.30

015-2012-000624

5-2-12

J. Simmons  
Clerk of Superior Court

(SPACE ABOVE THIS LINE FOR RECORDING OFFICE USE)

STATE OF GEORGIA }  
COUNTY OF BRYAN } LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 27th day of April, 2012, between TMH, LLC, a Georgia limited liability company, as Party of the First Part, and MICHAEL T. CASEY, SR., as Party of the Second Part.

- WITNESSETH -

THAT the said Party of the First Part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable considerations to it in hand paid by the said Party of the Second Part, at and before the sealing 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, executors, administrators, successors and assigns, the following described property, to-wit:

All those certain lots, tracts or parcels of land, situate, lying and being in Bryan County, Georgia, and being shown as "PARCEL 4, 5.00 ACRES" on a certain plat of survey entitled "Parcels 2, 3 and 4, being a Division of a Portion of Rayonier Tract, 20th G.M. District Bryan County, Georgia" for TMH, LLC Properties, dated January 1, 2011, prepared by Michael A. Hussey, G.R.L.S #2509, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia in Plat Book 1038, Page 103. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein by specific reference. Said property is presently known as 1076 Belfast River Road, Richmond Hill, GA 31324.

SUBJECT, HOWEVER, to those certain covenants and restrictions as contained in that certain Limited Warranty Deed from Rayonier Forest Resources, L.P. to TMH, LLC, recorded in Book 1050 Page 446, Bryan County, Georgia records, including a restriction which provides that the land conveyed shall not be used for the purpose of a mobile home park nor shall any mobile, modular, or manufactured homes, recreational vehicles (permanent or non-permanent), house trailers, panelized and pre-cut homes, (other than temporary sales and construction

HENDERSON  
LAW FIRM LLC  
Post Office Box 580  
Richmond Hill, GA 31324  
(912) 758-2831  
Our File: 09297-02-10

*2/11/12*

trailers) be placed on any of the property conveyed hereby, said covenant shall expire upon the tenth anniversary of the date of this document being recorded in the public records of Bryan County, Georgia. Reference to the afore-

1050

deed is made for a complete description of the restrictions. Further subject, however, to all valid restrictions, easements and rights of way

BOOK# 1050  
PAGE# 440  
CLERK OF SUPERIOR COURT  
BRYAN COUNTY, GA  
REBECCA G. COTTS

This is a portion of the property conveyed to TMH, LLC by Limited Warranty Deed dated April 27, 2012, and filed in Deed Book 1050, Page 440, Bryan County, Georgia records.

TO HAVE AND TO HOLD the above-described property, together with all and singular, the rights, members, hereditaments and appurtenances unto the same belonging or in anywise appertaining, unto the said Party of the Second Part, their heirs, executors, administrators, successors and assigns, in fee simple forever;

AND LASTLY, the said Party of the First Part, for itself and its successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said Party of the Second Part, his heirs, executors, administrators, successors and assigns, against the claims of all persons claiming under, by or through said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name and on its behalf, on the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TMH, LLC

Irish Conley  
Jessie Saw  
Notary Public,  
County, Georgia

By: Mark Casey (L.S.)  
Tara Michelle Casey, Member/Manager

[NOTARIAL SEAL]





BK:1357 PG:932

TRACT TWO: 062 - 142

All that certain lot, tract or parcel of land, situate, lying and being in Bryan County, Georgia, and being shown as "Parcel 3, 11.55 ACRES" on a certain plat of survey entitled "Recombination Survey, Being a recombination of Parcel 3 and Parcel A-1, 20th G.M. District, Bryan County, Georgia" for TMH, LLC Properties, dated April 27, 2015, prepared by Michael A. Hussey, G.R.L.S #2509, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia in Plat Book 665, Page 5A. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein by specific reference.

TITLE TO THE WITHIN PROPERTIES HAS NOT BEEN EXAMINED NOR CERTIFIED BY THE PREPARER OF THIS DEED.

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

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

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be signed and its corporate seal affixed by its authorized officers on the day and year first above written as the date hereof.

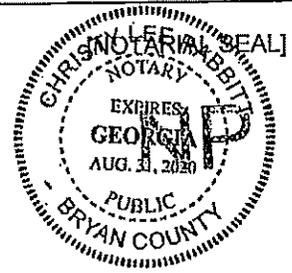
Signed, sealed and delivered in the presence of:

TMH, LLC

Irish Conlay  
Unofficial Witness

By: Tara Michelle Casey  
Tara Michelle Casey, Sole Member (Title)

Notary Public





# Bryan County Board of Commissioners

Community Development Department



## DISCLOSURE STATEMENT

Title 36, chapter 67A-3 of O.C.G.A. requires that when any applicant for rezoning action has made, within two years immediately preceding the filing of the applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, to file a disclosure report.

No, I have not made any campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

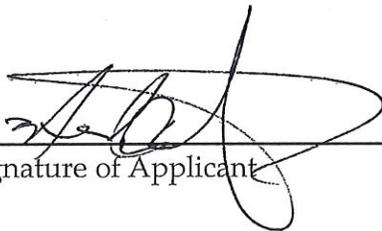
Yes, I have made campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

To Whom: \_\_\_\_\_

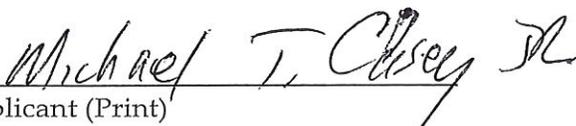
Value of Contribution: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

I have read and understand the above and hereby agree to all that is required by me as the applicant.

  
\_\_\_\_\_  
Signature of Applicant

Personally appeared before me

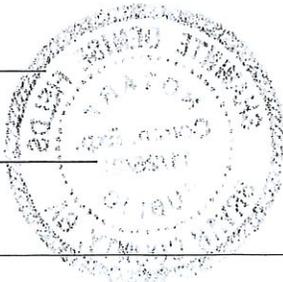
  
\_\_\_\_\_  
Applicant (Print)

Who on oath deposes and says that the above is true to the best of his or her knowledge and belief.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(Notary Seal)

\_\_\_\_\_  
Notary Public



Bryan County  
Board of Commissioners

Community Development Department



AUTHORIZATION OF PROPERTY OWNER

I, Michael T. Casey Jr. 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 Bryan County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Variance application. Further, I authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Michael T. Casey Jr.

Address: 379 Bluff Dr.

City: Rushford Ave State: GA Zip Code: 31324

Telephone Number: (912) 312-0421 Email: tcasey574@yahoo.com

[Signature]  
Signature of Owner

9-2-19  
Date

Michael T. Casey Jr.  
Owners Name (Print)

Personally appeared before me  
Michael T. Casey Jr.  
Owner (Print)

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

This Day 29 of August

[Signature]  
Notary Public



(Notary Seal)

Bryan County  
Board of Commissioners

Community Development Department



**AUTHORIZATION BY PROPERTY OWNER**

I, Tara M. Casey, 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 Bryan County, Georgia

He/She authorizes the person named below to act as applicant in the pursuit of a subdivision of their property.

I hereby authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application.

Name of Applicant: Michael T. Casey Jr.

Address: 379 Bluff Dr.

City: Richmond Hill State: GA Zip Code: 31324

Telephone Number: (902) 312-0421 Email: tcasey571@yahoo.com

Mary Casey Signature of Owner Date 8-27-19

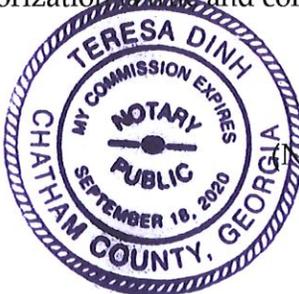
Tara M. Casey  
Owners Name (Print)

Personally appeared before me  
Tara M. Casey  
Owner (Print)

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

This Day 27th of August 2019

Teresa Dinh  
Notary Public

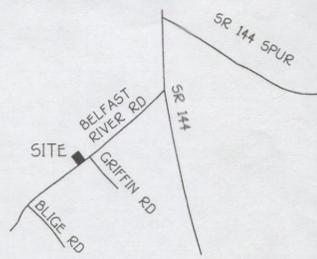


(Notary Seal)



"Exhibit A-2"

PIN 055 060  
NOW OR FORMERLY  
RAYDIENT LLC  
C/O RAYONIER TAX SRV  
LARSON & MCGOWIN LLC



VICINITY MAP (NTS)

APPROVED UNDER ARTICLE XIII

Planning Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

911 Address Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

Planning and Zoning Chairman \_\_\_\_\_ Date of Approval \_\_\_\_\_

NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE PARCEL 2 INTO 3 LOTS.
2. WETLAND AREAS SHOWN ARE BASED ON THE NWI MAPS AND HAVE NOT BEEN VERIFIED BY THE COE.
3. ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U. S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.
4. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13029C0295D AND NO. 13029C0375D DATED AUGUST 2, 2018, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARD AREA.
5. DRIVEWAYS SHALL BE A MINIMUM OF 350' APART.
6. WATER TO BE PROVIDED BY INDIVIDUAL WELL AND SEWER BY INDIVIDUAL SEWAGE DISPOSAL SYSTEM.
7. PARCELS 2A SHALL SHARE THE MAINTENANCE RESPONSIBILITY OF THE 50' PRIVATE ROAD RIGHT-OF-WAY.
8. THERE SHALL BE NO FURTHER SUBDIVISION OF PARCEL 2A AS IT PERTAINS TO THE APPROVAL UNDER ARTICLE XIII.
9. NO BUILDING PERMITS WILL BE ISSUED FOR ANY CONSTRUCTION UNTIL THE PRIVATE ROAD IS CONSTRUCTED IN ACCORDANCE WITH THE BRYAN COUNTY ENGINEERING AND DESIGN STANDARDS.

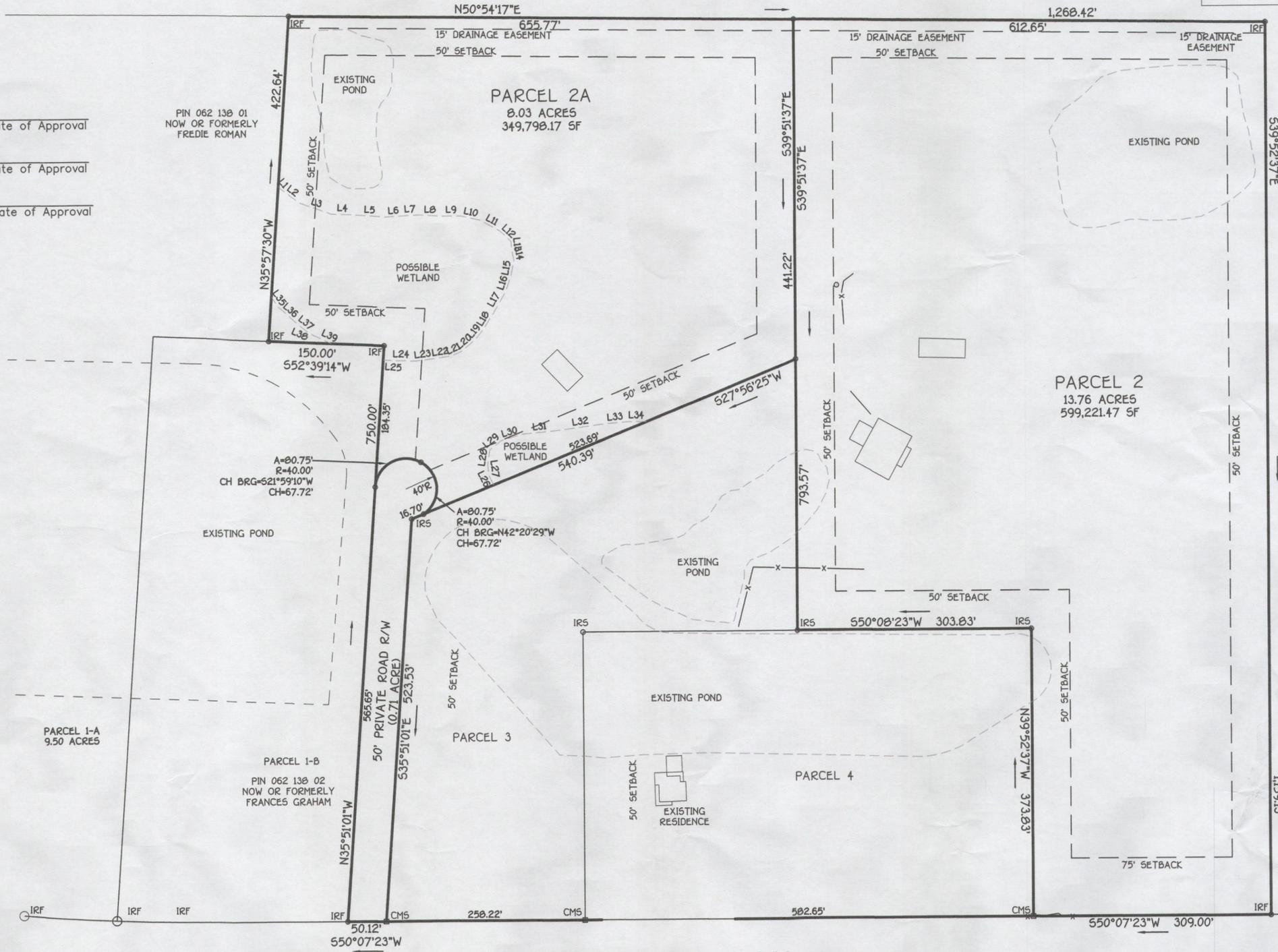
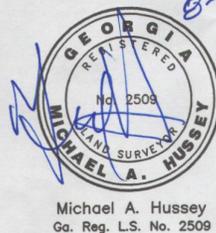
Error Of Closure (Plat): 1/871,326  
Error Of Closure (Field): 1/32,500  
Field Survey Date: 01-31-2019  
Angular Error: 2" Per Point  
Total Area: 22.50 Acres  
Total No. Lots: 2  
Equipment Used: Sokkia Set 5 2" Total Station

PLATS AND DEEDS:  
PLAT BOOK 638 PAGE 68  
PLAT BOOK 657 PAGE 7B  
DEED BOOK 1294 PAGE 907

NOTE: PROPERTY IS ZONED A-5  
FRONT SETBACK - 75'  
REAR SETBACK - 50'  
SIDE SETBACK - 50'

SURVEYORS CERTIFICATION

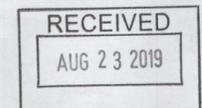
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions that require prior approval for recording this type of plat as shown in the statements and signature blocks. Such approvals or affirmations, should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



LINE	BEARING	DISTANCE
L1	S78°49'27"E	4.88'
L2	N86°39'17"E	30.60'
L3	N69°45'52"E	44.11'
L4	N52°34'32"E	29.70'
L5	N54°12'27"E	40.39'
L6	N46°54'34"E	23.53'
L7	N47°46'17"E	19.29'
L8	N53°29'18"E	31.47'
L9	N50°07'23"E	24.02'
L10	N62°15'07"E	25.11'
L11	N79°39'34"E	29.43'
L12	S86°32'06"E	19.60'
L13	S45°52'55"E	12.12'
L14	S50°30'16"E	12.58'
L15	S28°41'44"E	21.28'
L16	S20°32'26"E	21.03'
L17	S10°06'12"E	30.62'
L18	S07°59'35"E	26.54'
L19	S01°16'54"E	16.36'
L20	S09°58'21"W	23.73'
L21	S25°17'03"W	14.36'
L22	S42°12'27"W	25.39'
L23	S43°25'11"W	21.56'
L24	S52°05'44"W	36.54'
L25	S55°30'32"W	5.88'
L26	N65°24'32"W	12.44'
L27	N47°47'29"W	15.46'
L28	N31°12'54"W	19.79'
L29	N11°28'54"E	19.07'
L30	N33°50'18"E	28.82'
L31	N44°31'07"E	47.90'
L32	N42°20'39"E	59.71'
L33	N45°13'37"E	29.90'
L34	N50°07'23"E	24.96'
L35	S73°56'28"E	16.05'
L36	S88°08'08"E	31.51'
L37	N89°28'12"E	21.17'
L38	N75°07'42"E	20.84'
L39	N76°08'02"E	11.06'

SPECIAL NOTE:

Bryan County will not maintain, repair or replace any Private Roads and Drainage Systems. The responsibility for such maintenance, repair or replacement is addressed in a Maintenance Agreement between the Developer of the Subdivision and the purchasers of Lots within the Subdivision. Any purchasers of Lots within this Subdivision are urged to carefully review such Maintenance Agreement to determine the party or parties responsible for the maintenance of the Private Roads and Drainage Systems and the source of the funds to provide such maintenance.

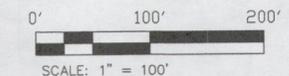


MINOR SUBDIVISION SURVEY

BEING A SUBDIVISION OF PARCEL 2,  
20TH G.M. DISTRICT, BRYAN COUNTY,  
GEORGIA.

FOR  
TMH, LLC PROPERTIES LLC  
379 BLUFF DRIVE  
RICHMOND HILL, GA 31324

SUNDIAL LAND SURVEYING, PC  
LSF000957  
1190B KING GEORGE BLVD, SUITE 5  
SAVANNAH, GA 31419  
912-235-2477



SCALE: 1" = 100'

DATE: 07-28-

# “B” Exhibits – Agency Comments



BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
(Fax) 756-7951

Article XIII, Section 302 of the Bryan County Zoning Ordinance requires that we secure comments from the Engineering Director, Fire Chief, County Health Director, and Public Works Director on the following zoning application:

CASE # SD#3129-19 and V#327-19

Zoning Request: Request for a Private Road Lot Split to create a new private road with two 5-acre single family lots; and with a variance to exceed private road length of 300'.

Filed by: Michael T. Casey, Jr, 379 Bluff Drive, Richmond Hill, GA

Owners: Same

Property address: Belfast River Road

Map and Parcel # 062-141, 062-142, 062-143

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

Comments: • show driveway locations on plat  
• provide letter from environmental consultant confirming location of wetland boundaries.  
• note indicating that all lots with frontage on the private road will be accessed from same.  
• increase cul-de-sac bulb radius as required by county design standards.

Engineering Director       Fire Chief       County Health Director

Public Works Director       Bryan County Schools (optional)

Signature: Kirk A. Coan

Date: 8.12.19



**BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
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**Owners:** Same

**Property address:** Belfast River Road

**Map and Parcel #** 062-141, 062-142, 062-143

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

**Comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

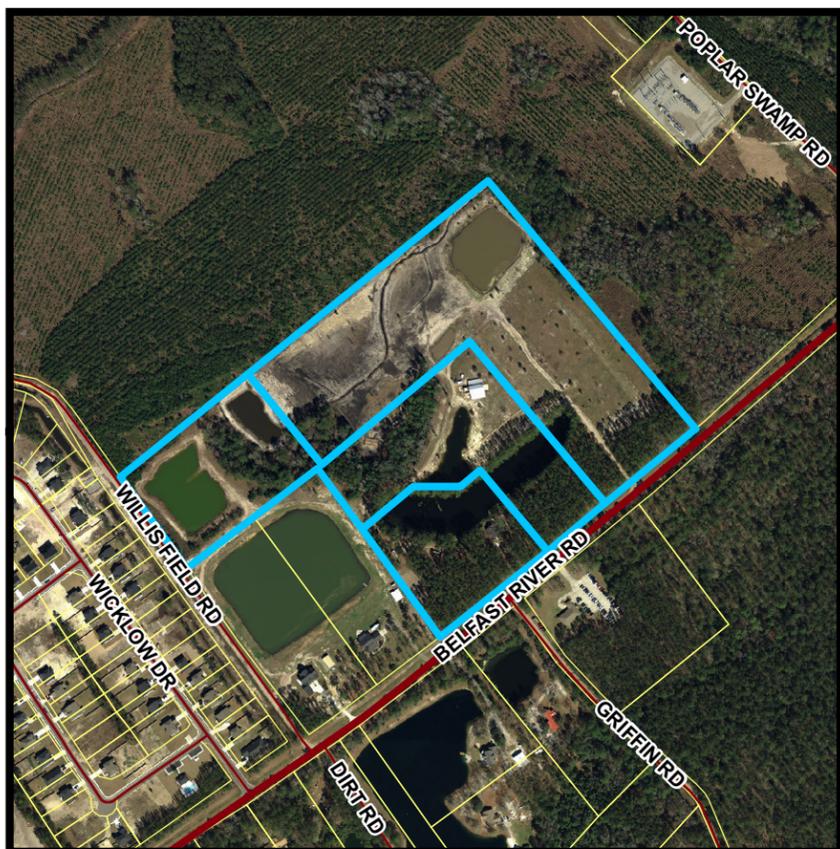
**Engineering Director**       **Fire Chief**       **County Health Director**

**Public Works Director**       **Bryan County Schools (optional)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# “C” Exhibits – Bryan County Supplements

# "Exhibit C-1"

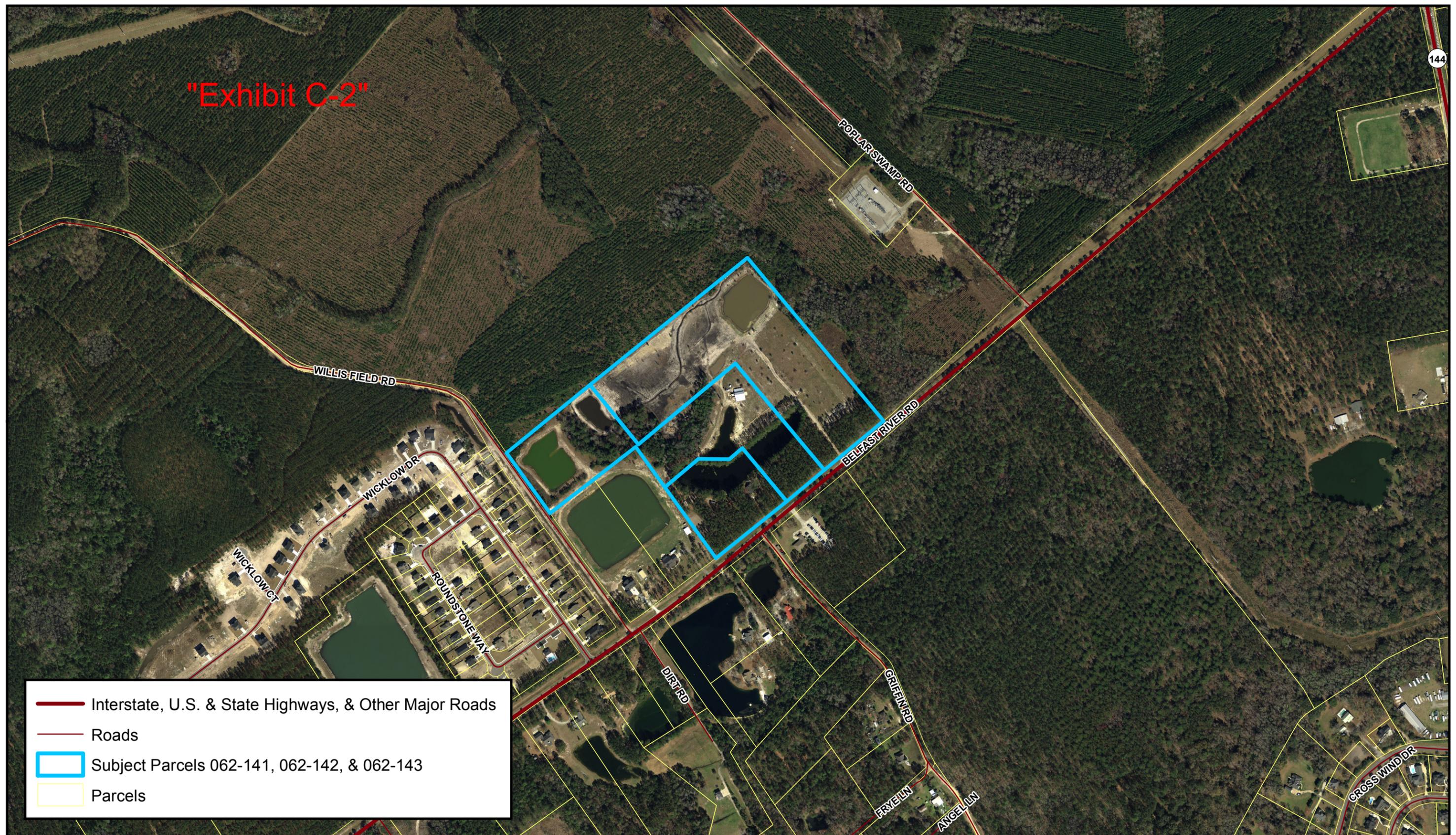


- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcels 062-141, 062-142, & 062-143
- Surrounding Parcels



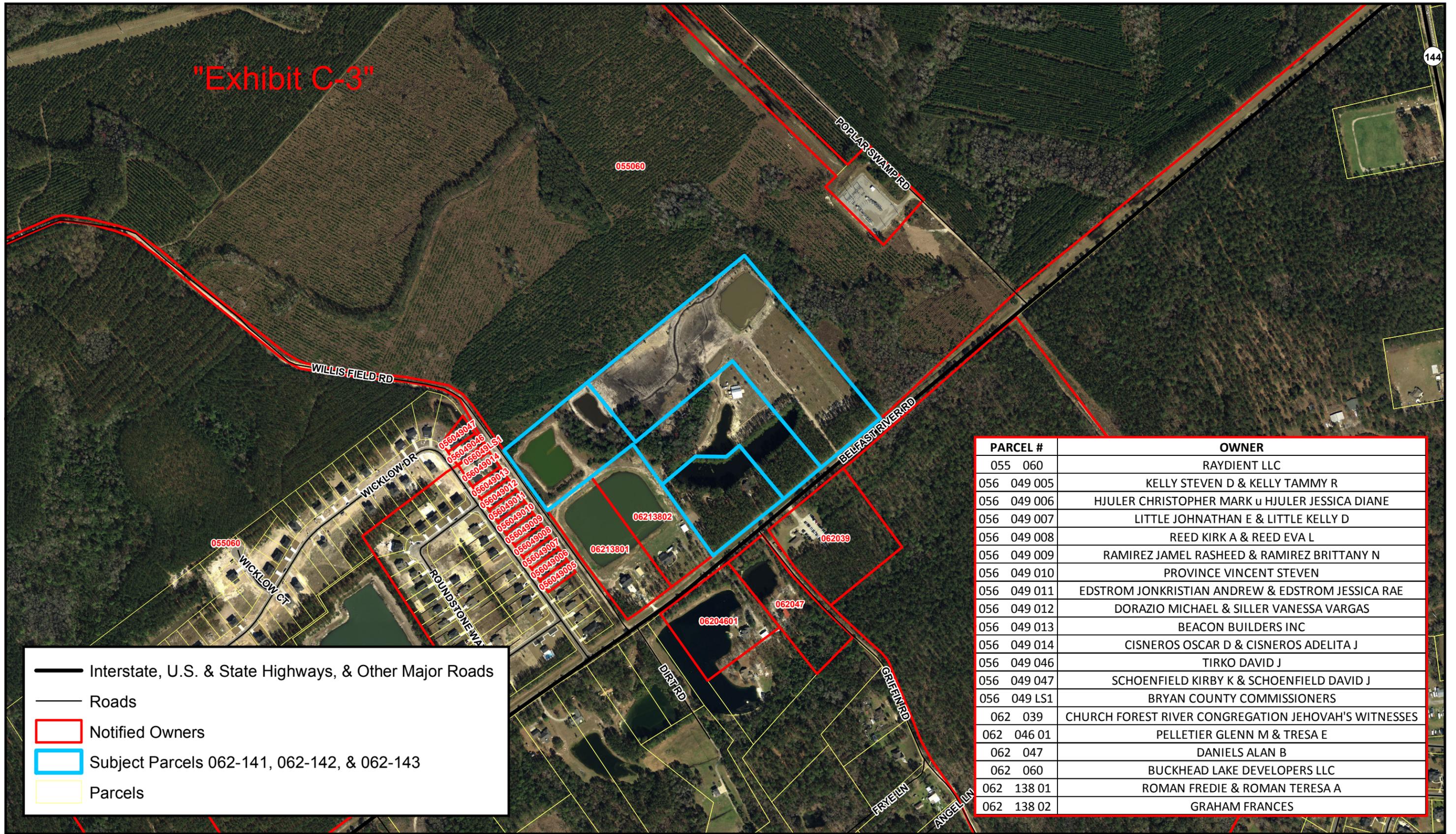
"Exhibit C-2"

144



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcels 062-141, 062-142, & 062-143
- Parcels

"Exhibit C-3"



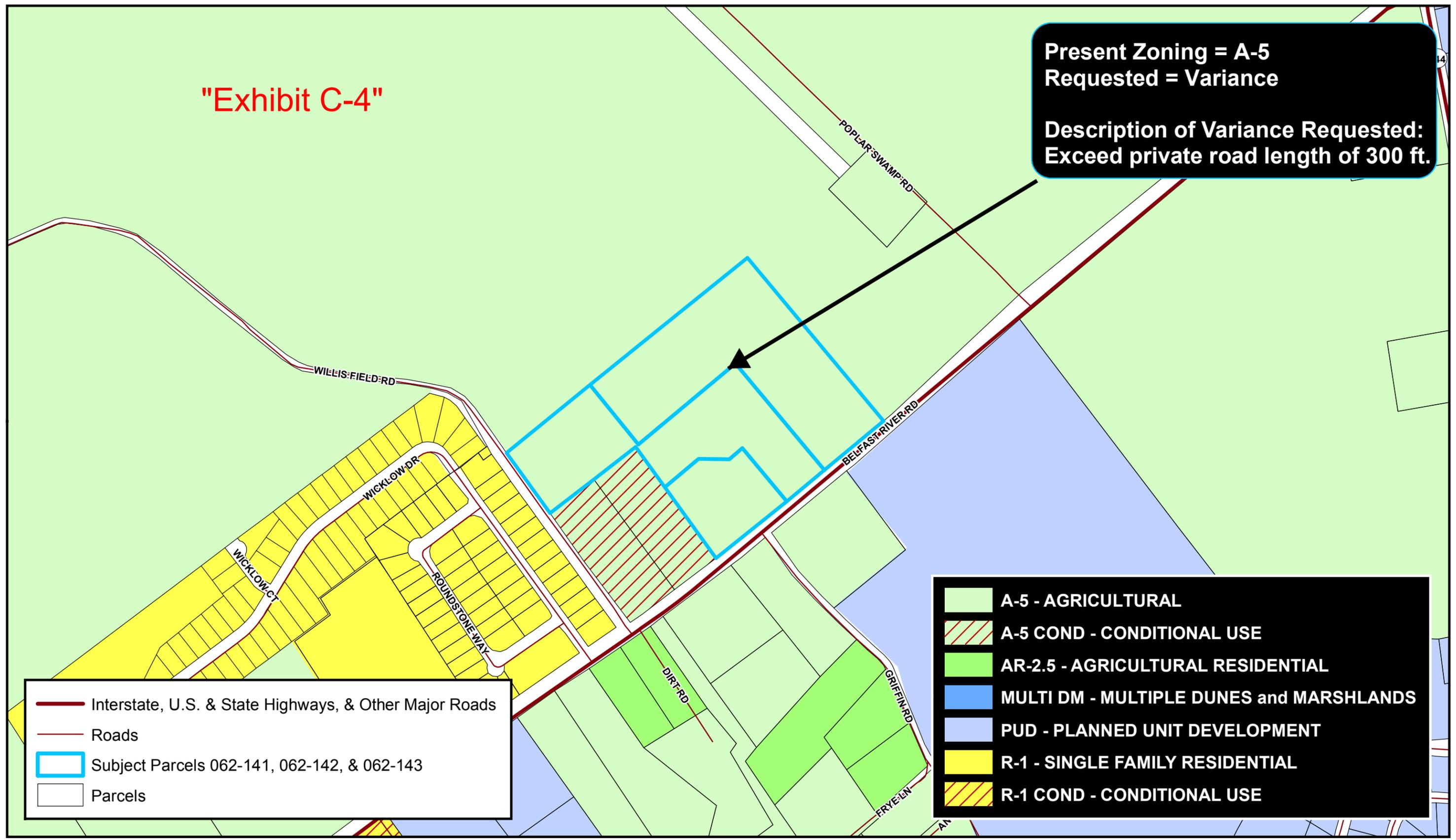
- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Notified Owners
- Subject Parcels 062-141, 062-142, & 062-143
- Parcels

PARCEL #	OWNER
055 060	RAYDIENT LLC
056 049 005	KELLY STEVEN D & KELLY TAMMY R
056 049 006	HJULER CHRISTOPHER MARK u HJULER JESSICA DIANE
056 049 007	LITTLE JOHNATHAN E & LITTLE KELLY D
056 049 008	REED KIRK A & REED EVA L
056 049 009	RAMIREZ JAMEL RASHEED & RAMIREZ BRITTANY N
056 049 010	PROVINCE VINCENT STEVEN
056 049 011	EDSTROM JONKRISTIAN ANDREW & EDSTROM JESSICA RAE
056 049 012	DORAZIO MICHAEL & SILLER VANESSA VARGAS
056 049 013	BEACON BUILDERS INC
056 049 014	CISNEROS OSCAR D & CISNEROS ADELITA J
056 049 046	TIRKO DAVID J
056 049 047	SCHOENFIELD KIRBY K & SCHOENFIELD DAVID J
056 049 LS1	BRYAN COUNTY COMMISSIONERS
062 039	CHURCH FOREST RIVER CONGREGATION JEHOVAH'S WITNESSES
062 046 01	PELLETIER GLENN M & TRESA E
062 047	DANIELS ALAN B
062 060	BUCKHEAD LAKE DEVELOPERS LLC
062 138 01	ROMAN FREDIE & ROMAN TERESA A
062 138 02	GRAHAM FRANCES



"Exhibit C-4"

Present Zoning = A-5  
 Requested = Variance  
 Description of Variance Requested:  
 Exceed private road length of 300 ft.

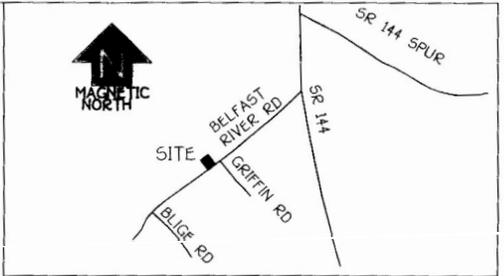
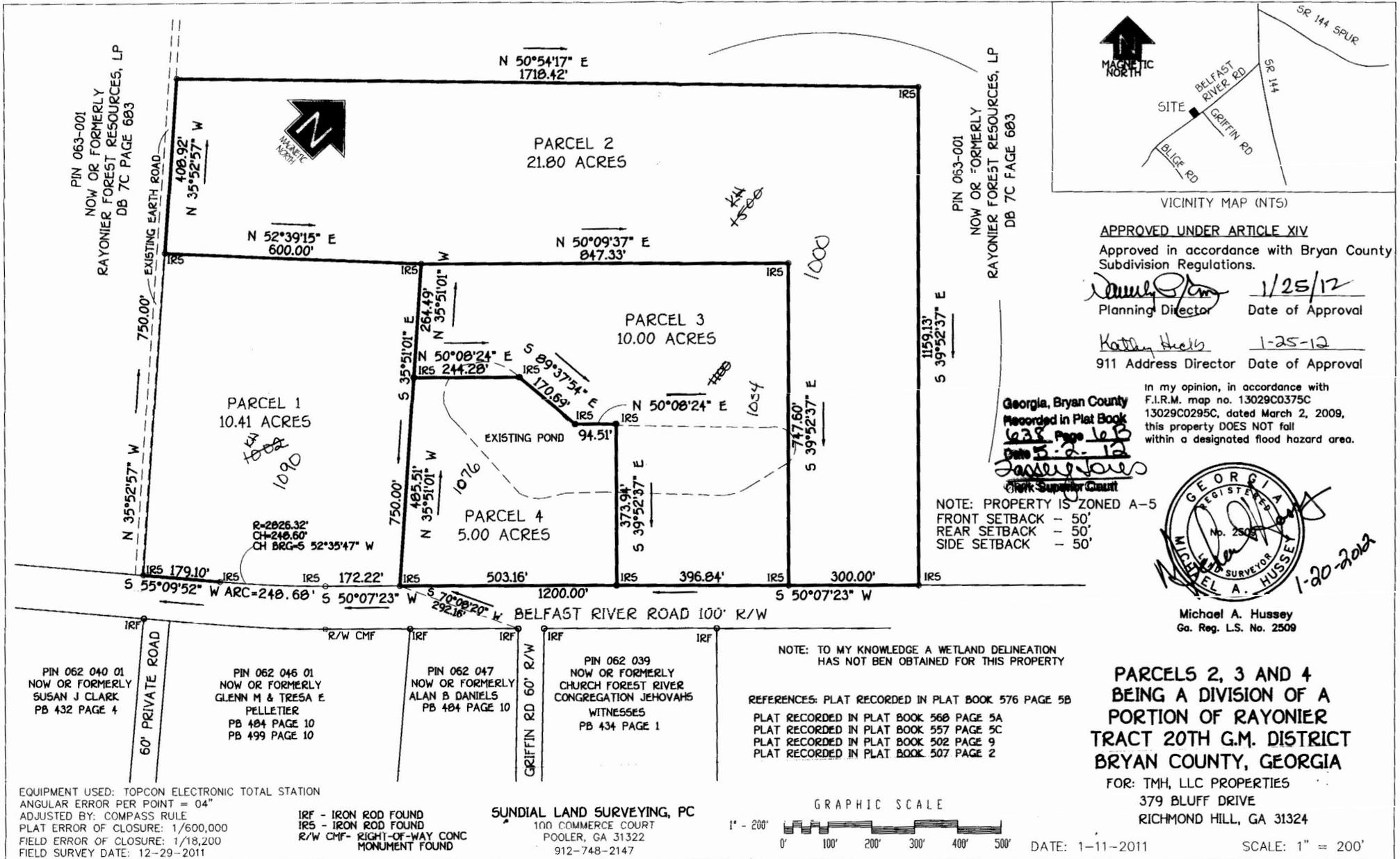


— Interstate, U.S. & State Highways, & Other Major Roads  
 — Roads  
 [Blue Outline] Subject Parcels 062-141, 062-142, & 062-143  
 [White Outline] Parcels

[Light Green] A-5 - AGRICULTURAL  
 [Red Hatched] A-5 COND - CONDITIONAL USE  
 [Light Green] AR-2.5 - AGRICULTURAL RESIDENTIAL  
 [Blue] MULTI DM - MULTIPLE DUNES and MARSHLANDS  
 [Light Blue] PUD - PLANNED UNIT DEVELOPMENT  
 [Yellow] R-1 - SINGLE FAMILY RESIDENTIAL  
 [Yellow Hatched] R-1 COND - CONDITIONAL USE



# "Exhibit C-5"



**APPROVED UNDER ARTICLE XIV**  
 Approved in accordance with Bryan County Subdivision Regulations.

*Danley* 1/25/12  
 Planning Director Date of Approval

*Kathy* 1-25-12  
 911 Address Director Date of Approval

Georgia, Bryan County  
 Recorded in Plat Book  
 638 Page 16 B  
 Date 5-2-12  
*Jessie Jones*  
 Clerk Superior Court

In my opinion, in accordance with F.I.R.M. map no. 13029C0375C 13029C0295C, dated March 2, 2009, this property DOES NOT fall within a designated flood hazard area.



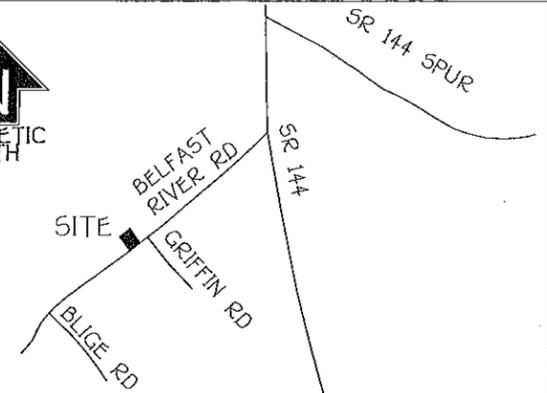
**PARCELS 2, 3 AND 4**  
**BEING A DIVISION OF A**  
**PORTION OF RAYONIER**  
**TRACT 20TH G.M. DISTRICT**  
**BRYAN COUNTY, GEORGIA**  
 FOR: TMH, LLC PROPERTIES  
 379 BLUFF DRIVE  
 RICHMOND HILL, GA 31324

FILED  
7/3/2014  
BRYAN COUNTY  
CLERK BECKY CROWE



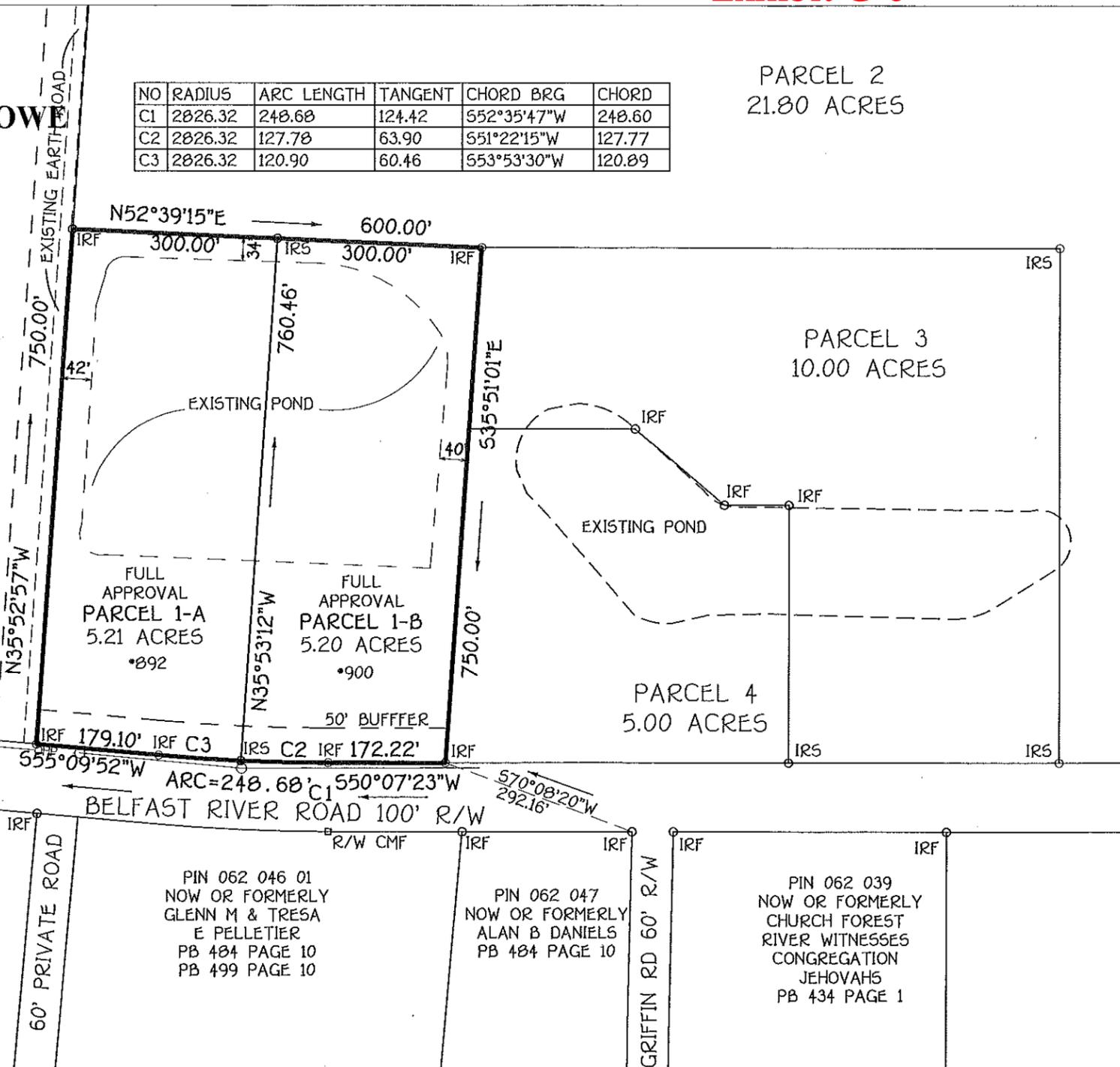
NO	RADIUS	ARC LENGTH	TANGENT	CHORD BRG	CHORD
C1	2826.32	248.68	124.42	S52°35'47"W	248.60
C2	2826.32	127.78	63.90	S51°22'15"W	127.77
C3	2826.32	120.90	60.46	S53°53'30"W	120.89

PARCEL 2  
21.80 ACRES



VICINITY MAP (NT5)

GEORGIA, BRYAN COUNTY  
RECORDED IN PLAT BOOK  
page 8A  
DATE July 3 2014  
CLERK SUPERIOR COURT FORMERLY  
BLDC, LLC



APPROVED UNDER ARTICLE XIV  
Approved in accordance with Bryan County  
Subdivision Regulations.

*Kim D. Coarn* 6.26.14  
Planning Director Date of Approval

*Lisa Berger* 6/26/14  
911 Address Director Date of Approval

NOTE: PROPERTY IS ZONED A-5  
FRONT SETBACK - 75'  
REAR SETBACK - 50'  
SIDE SETBACK - 50'

In my opinion, in accordance with  
F.I.R.M. map no. 13029C0375C, dated  
March 2, 2009, this property DOES  
NOT fall within a designated flood  
hazard area.

To my knowledge a wetland delineation has not  
been obtained for this property.  
This property may contain wetlands.  
Any wetlands are under the jurisdiction of the u.s.  
army corps of engineers. lot owners and the  
developer are subject to penalty by law for  
disturbance to these protected areas without  
proper permit application and approval.

**SUBDIVISION SURVEY  
BEING A SUBDIVISION OF PARCEL 1,  
20TH G.M. DISTRICT, BRYAN  
COUNTY, GEORGIA**

PIN 062 040  
NOW OR FORMERLY  
KENNETH A &  
CYNTHIA A REYNOLDS  
PB 543 PAGE 4

PIN 062 040 01  
NOW OR FORMERLY  
SUSAN J CLARK  
PB 432 PAGE 4

PIN 062 046 01  
NOW OR FORMERLY  
GLENN M & TRESA  
E PELLETIER  
PB 484 PAGE 10  
PB 499 PAGE 10

PIN 062 047  
NOW OR FORMERLY  
ALAN B DANIELS  
PB 484 PAGE 10

PIN 062 039  
NOW OR FORMERLY  
CHURCH FOREST  
RIVER WITNESSES  
CONGREGATION  
JEHOVAHS  
PB 434 PAGE 1

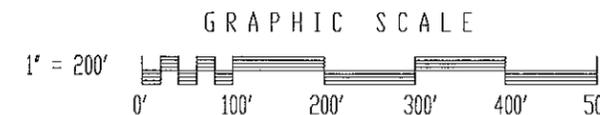


Michael A. Hussey  
Ga. Reg. L.S. No. 2509

REFERENCES:  
PLAT BOOK 452 PAGE 9  
PLAT BOOK 532 PAGE 2  
PLAT BOOK 634 PAGE 10A  
PLAT BOOK 638 PAGE 6B  
DEED BOOK 1032 PAGE 114

IRF - IRON ROD FOUND  
IRS - IRON ROD FOUND  
CMF - CONC MONUMENT FOUND

Error Of Closure (Plat): 1/1,378,840  
Error Of Closure (Field): 1/42,550  
Field Survey Date: 2-04-2014  
Angular Error: 2" Per Point  
Total Area: 10.41 Acre  
Total No. Lots: 2  
Equipment Used: Sokkia Set 5 2" Total Station



SUNDIAL LAND SURVEYING, PC  
LSF000957  
100 COMMERCE COURT  
POOLER, GA 31322  
912-748-2147

FOR: RICHMOND HILL  
EARTHWORKS LLC  
P O BOX 486  
RICHMOND HILL, GA 31324

DATE: 6-24-2014

SCALE: 1" = 200'





# "Exhibit C-9"



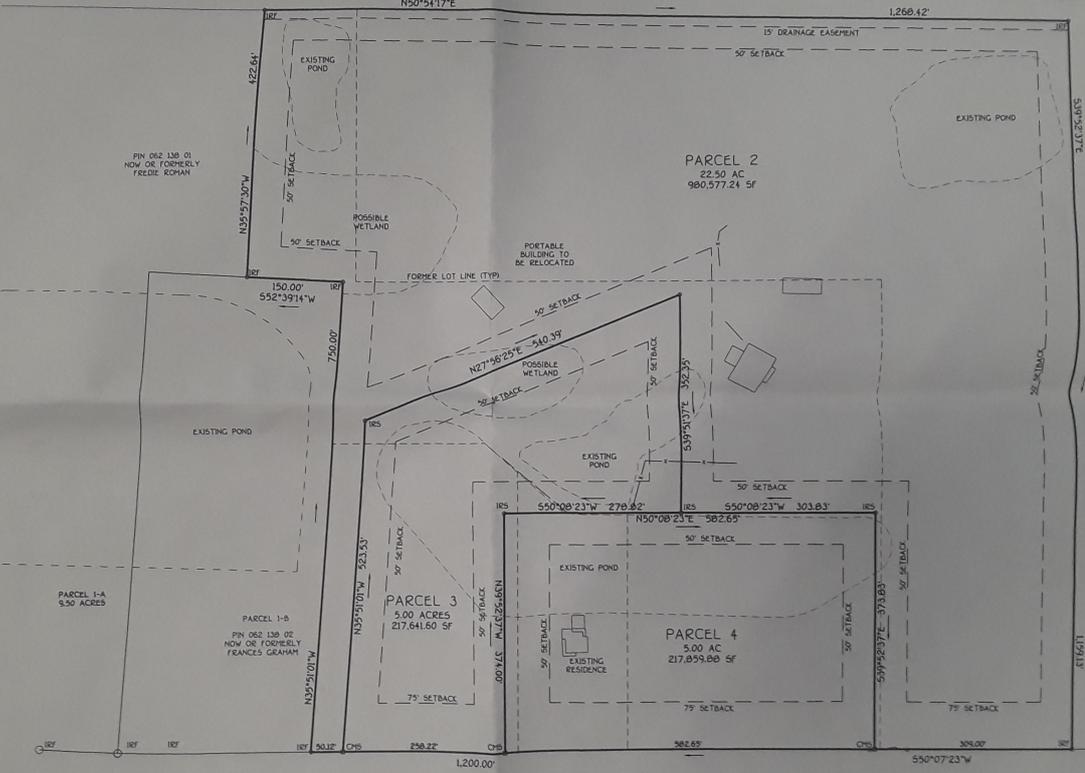
FIN 055 060  
NOW OR FORMERLY  
RAYDENT LLC  
C/O RAYDENT TAX SERV  
LARSON & MCGOWAN LLC

**APPROVED UNDER ARTICLE XIII**  
Approved in accordance with Bryan County  
Subdivision Regulations.  
*Walter A. Hixson* 5/22/19  
Bryan County Planning Director Date  
*Kevin C. Gann* 8-22-19  
Bryan County 911 Director Date

**NOTES:**  
1. THE PURPOSE OF THIS SURVEY IS TO RECOMBINE THREE EXISTING PARCELS ADJUSTING VARIOUS LOT LINES.  
2. TO MY KNOWLEDGE A WETLAND DELINEATION HAS NOT BEEN PERFORMED ON THIS PROPERTY.  
3. ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.  
4. IN MY OPINION, IN ACCORDANCE WITH F.I.S.M. MAP NO. 130000020 AND NO. 130000030 DATED AUGUST 2, 2008, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARDOUS AREA.  
5. DRAINAGEWAYS SHALL BE A MINIMUM OF 350' APART.  
6. WATER TO BE PROVIDED BY INDIVIDUAL WELL AND SEWER BY INDIVIDUAL SEWER DISPOSAL SYSTEM.  
7. PARCEL 2 CANNOT BE FURTHER SUBDIVIDED UNDER THE PROVISIONS OF SECTION 30.01 OF THE BRYAN COUNTY SUBDIVISION ORDINANCE AS AN EXISTING LOT OF RECORD WITH NON-CONTIGUOUS ROAD FRONTAGES. AS THE NON-CONTIGUOUS ROAD FRONTAGES WAS NOT CREATED PRIOR TO JUNE 3, 1975, ANY FURTHER SUBDIVISION OF PARCEL 2 WILL REQUIRE EACH NEW LOT CREATED TO MEET THE MINIMUM FOOTAGE REQUIREMENTS FOR THE ZONING DISTRICT IN WHICH IT IS LOCATED.

NOTE: PROPERTY IS ZONED A-5  
FRONT SETBACK - 75'  
REAR SETBACK - 50'  
SIDE SETBACK - 50'

**SURVEYORS CERTIFICATION**  
As required by subsection 10 of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by the local jurisdiction that requires prior approval for recording this type of plat as shown in the statements and signature blocks. Such approvals or attestations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat to be intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



BELFAST RIVER ROAD 100' R/W



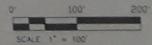
Michael A. Hixson  
Ge. Reg. L.S. No. 12089

Error Of Closure @1st 1/871.325  
Error Of Closure @2nd 1/262.500  
Final Survey Date 03-31-2019  
Angular Error: 2" Per Point  
Total Area 32.50 Acres  
Total No. Lots 3  
Equipment Used Sokkia Set 5 2" Total Station

PLATS AND DEEDS  
PLAT BOOK 638 PAGE 68  
PLAT BOOK 637 PAGE 78  
DEED BOOK 1294 PAGE 167

63

SUNDIAL LAND SURVEYING PC  
18700957  
15008 KING GEORGE BLVD SUITE 3  
SAVANNAH, GA 31419  
912-235-4177



**RECOMBINATION SURVEY**  
BEING A RECOMBINATION OF PARCEL 2,  
PARCEL 3 AND PARCEL 4, 20TH G.M.  
DISTRICT, BRYAN COUNTY, GEORGIA,  
FOR

TRM, LLC PROPERTIES LLC  
379 BULLITT DRIVE  
RICHMOND HILL, GA 31324

DATE: 07-28-2019

# “D” Exhibits – Public Comment

**BRYAN COUNTY BOARD OF ADJUSTMENT**

**CASE V#328-19**

Public Hearing Date: September 3, 2019

REGARDING THE APPLICATION OF: C. Scott Burns requesting a variance for property located on SR 204 and Tonic Branch Rd, PIN# 0263 009 01. The applicant is requesting to decrease the required setbacks.	Staff Report By Sara Farr-Newman Dated: August 27, 2019
---	---

**I. Application Summary**

**Requested Action:** Public hearing and consideration of a variance requested by C. Scott Burns to decrease the required setbacks.

**Representative:** C. Scott Burns

**Owner:** Ashok Patel  
105 Post House Trail  
Pooler, GA 31322

**Applicable Regulations:**

- The State of Georgia, Title 36. Local Government Provisions Applicable to Counties and Municipal Corporations, Chapter 66. Zoning Procedures, Georgia Code O.C.G.A. 36-66
- Appendix B – Zoning, Article XI – Uses Permitted in Districts, Section 1109 – BN Zone – Neighborhood Business.
- Appendix B – Zoning, Article V – Appeals, Variances, and Administrative Relief. Per the County ordinance, a 4/5 majority is required to approve a variance.

**II. General Information**

**1. Application:** A Variance application was submitted by C. Scott Burns on August 1, 2019. After reviewing the application, the Director certified the application as being generally complete on August 8, 2019.

**2. Notice:** Public notice for this application was as follows:

- A. Legal notice was published in the Bryan County News on August 15, 2019.
- B. Notice was mailed on August 19, 2019 to surrounding landowners within 300' of the exterior boundaries of the property.
- D. An on-site notice was posted on August 19, 2019.

**3. Background:**

This property consists of 0.98 acres and is located at the corner of Toni Branch Road and Highway 204. It is zoned BN and is currently vacant. The applicant plans to build a convenience store and gas pumps on the site. The applicant is requesting variances to allow smaller setbacks.

**4. Requested Variance:** Per Appendix B, Article XI, Section 1109 of the Bryan County Code of Ordinances, the following setbacks are required in the BN district:

- Front: 75 feet
- Rear: 50 Feet
- Side, Interior: 35 Feet
- Side, Street: 45 Feet

The applicant is requesting a variance to allow the following changes:

- Front: 62 Feet
- Rear: 25 Feet

The proposed setbacks, therefore, do not comply with the code.

The applicant also will require a lot coverage variance, but this application was not submitted in time for this meeting.

**5. Exhibits:** The following Exhibits are attached hereto as referenced. All application documents were received at the Bryan County Community Development office on August 1, 2019, unless otherwise noted.

**“A” Exhibits- Application:**

- A-1 Variance Application
- A-2 Revised Site Plan (August 20, 2019)

**“B” Exhibits- Agency Comments:**

- B-1 Engineering Comments
- B-2 Public Health Comments
- B-3 Fire Chief Comments

**“C” Exhibits- Bryan County Supplements**

- C-1 Overview Map
- C-2 Location Map
- C-3 Notification Map
- C-4 Zoning Map

**“D” Exhibits- Public Comment:**

None received

**III. Analysis Under Section 9, Article V. – Appeals, Variances and Administrative Relief - Variances:**

**Review Criteria:** A variance may be granted by the Board of Adjustment if it finds that:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

**Staff Findings:** Hardships are generally defined by extraordinary and exceptional conditions pertaining to the physical condition of a lot which would prevent it from being used or developed in compliance with the requirements of the zoning ordinance. The applicant identified the proposed use, a convenience store with 4 pumps, and the required setbacks as hardships. Staff does not identify these items as hardships. There are a variety of uses the lot could be utilized for, or the building size and number of pumps reduced to fit inside the required setbacks.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance.

**Staff Findings:** The lot is 0.98 acres in size, which exceeds the minimum requirements (30,000 square feet or approximately 0.69 acres) of the BN zoning district. The setbacks do not qualify as a hardship, because they are applicable to all properties zoned BN.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

**Staff Findings:** Staff did not identify any hardships.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

**Staff Findings:** The requested variance is not consistent with the intent of the ordinance, which is to provide setbacks based on zoning that accommodate different uses and create coherent and predictable site development.

#### **IV. Staff Recommendation**

Staff recommends denying the requested variance from Article XI, Section 1109 of the Zoning Ordinance, because the variance requirements are not met.

If approved, the variance shall be to reduce the front and rear setbacks only, and shall not constitute an approval of the overall site plan. It also does not constitute an approval of any additional commercial uses. These approvals must be completed separately.

#### **V. Board of Adjustment Decision**

**Decision:** The Board of Adjustment may approve the variance as requested, or it may approve the variance requested subject to conditions, or it may deny the requested variance.

The Board of Adjustment may continue the hearing for additional information from the applicant, additional public input or for deliberation.

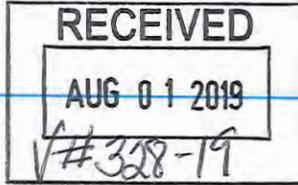
► **Motion Regarding Decision:** Having considered the evidence in the record, upon motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_, and by vote of \_\_ to \_\_, the

Board of Adjustment hereby approves as proposed/approves with provisions/denies the proposed variance.

# “A” Exhibits – Application

Bryan County  
Board of Commissioners

Community Development Department



"Exhibit A-1"



**VARIANCE APPLICATION**

Refer to Article V, Section 501 of the Zoning Regulations for additional information regarding Variance requirements.

Application Fee: \$150.00

Applicant:

- Property Owner
- Authorized Agent

Applicant Name: C. Scott Burns  
 Address: 6605 Abercorn Street, Suite 214F  
 City: Savannah State: GA Zip: 31405  
 Phone: (912) 332-9928 Email: sburns@cecoga.com

Property Owner (if not applicant): Ashok Patel  
 Address: 105 Post House Trail  
 City: Pooler State: GA Zip: 31322 Phone: (912) 308-2723

Property Information: General Location: SR 204 at Toni Branch Road  
 PIN Number (Map & Parcel): 0263 009 01 Current Zoning District(s): B-N

What section of the Subdivision or Zoning Code are you requesting a variance for? 1109d

Description of Variance Requested: 13 foot from 75 foot front yard variance for canopy and 25 foot from 50 foot rear yard for building

Applicant Certification: I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision, and that I have answered all of the questions contained herein and know the same to be true and correct.

C Scott Burns  
Applicant Signature

8/1/19  
Date

FOR OFFICE USE ONLY

Case #: V# 328-19 Date Received: 8/1/19  Fee Paid Initial: [Signature]

### Variance Review and Timing

The typical process and timeframe for reviewing variance applications is as follows. The 15-day review period will not begin until the submitted application is certified as being complete.

Completeness Review	5 business days after Application Submittal
Planning & Zoning (P&Z) Commission Public Hearing	30-60 days after Completeness Certification

### Variance Application Checklist

The following information must be included with your submittal. Any omission of the items below will result in a delay of your request. Place a check next to each item included with your submission.

- Completed Application
- Proof of Ownership
- Verification of Paid Taxes
- Disclosure Statement
- Authorization by Property Owner
- Written narrative justifying request under the Variance Criteria
- One (1) 8 ½ x 11 inch, and One (1) full size copy of the proposed site plan prepared in accordance with the Site Plan Checklist or residential plot plan prepared in accordance with the Residential Plot Plan Checklist

**Applicant Acknowledgement:** 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.

C Scott Bivens  
Applicant Signature

8/1/19  
Date

Variance Criteria

Variances may only be granted if it is found that the application meets the criteria below. A separate sheet(s) of paper may be used if additional space is needed.

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

Owner proposed to develop site to ~~enhance~~ convenience market with 4 MPDs. Site cannot be designed without variance.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance;

Property zoned BN and requires 75 foot front and 50 foot rear setback. Depth of lot 208 feet

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

Property purchased in 2010. Owner had no prior knowledge of setback requirements prior to concept development.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

Variance will allow canopy overhang within setback. Canopy will be installed to reduce structural components in setback while maximizing distance to property in rear.

If you have questions, contact the Community Development Department at one of our office locations.

51 North Courthouse Street  
Pembroke, GA 31321  
Phone: 912-653-3893  
Fax: 912-653-3864

66 Capt. Matthew Freeman Drive  
Richmond Hill, GA 31324  
Phone: 912-756-3177  
Fax: 912-756-7951

FOR OFFICE USE ONLY

Completeness Certified: 8/8/2019 P&Z Public Hearing Date: 9/3/2019

952 3549

2010 OCT -9 PM 1:30

Bryan County, Georgia  
Real Estate Transfer Tax

Paid 170.00

Date 10-8-10

G. Simmons  
Clerk of Superior Court

Prepared by  
**CAROL B. MILLER**, Attorney at Law  
P.O. Box 796  
Pembroke, Georgia 31321

015-2010-001493

STATE OF GEORGIA  
BRYAN COUNTY

### WARRANTY DEED

THIS INDENTURE, Made this 7<sup>th</sup> day of October, 2010, between **CLAUDIA J. HARMS**, of Bryan County, Georgia, as Grantor, and **ASHOK J. PATEL**, of Chatham County, Georgia, as Grantee;

#### WITNESSETH:

The said Grantor, 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 and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, his heirs and assigns, the following described property, to wit:

All that certain lot, tract, or parcel of land situate, lying and being in the 1380<sup>th</sup> G.M. District of Bryan County, Georgia, containing 0.976 acres, and being identified as Parcel "A" on that certain plat of survey prepared by William T. Deloach, Sr., Surveyor, dated January 13, 1994, recorded in the office of the Clerk of Superior Court of Bryan County, Georgia, in plat slide 422, page 9B, said plat being incorporated herein for descriptive and all other purposes. Said property is bounded, now or formerly, as follows: on the north by lands of Dexter T. And Judy D. Bland, on the east by Parcel "B", said plat, now owned by Grantor herein, on the south by the right of way of Georgia Highway 204, and on the west by the right of way of a county road known as Toni Branch Road. Said property is the same property conveyed to Claudia J. Harms by deed dated February 18, 2005, recorded in the aforesaid Clerk's office in Deed Book 493, page 478.

The herein described parcel of property being the same property conveyed to Claudia J. Harms by deed dated February 18, 2005, recorded in the aforesaid Clerk's Office in Deed Book 493, page 478.

952 3550

2010 OCT -8 PM 1:20

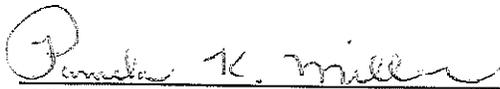
**TO HAVE AND TO HOLD**, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of **ASHOK J. PATEL**, the said Grantee, his heirs and assigns forever in **Fee Simple**.

And the said Grantor, for her heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said Grantee, his heirs, successors and assigns, against the claims of all persons whomsoever.

**IN WITNESS WHEREOF** the Grantor has hereunto set her hand and affixed her seal the day and year first above written.

 (SEAL)  
**CLAUDIA J. HARMS**

Signed, sealed and delivered  
on the 7<sup>th</sup> day of October, 2010,  
in the presence of:

  
Witness

  
Notary Public

**NP**

Tanya A. Dixon  
NOTARY PUBLIC  
Bulloch County, GEORGIA  
My Comm. Expires 02/25/2014

Bryan County  
Board of Commissioners

Community Development Department



VERIFICATION OF PAID TAXES

The undersigned verifies that all Bryan County property taxes, billed to date to the parcel listed below, have been paid in full to the Tax Commissioner of Bryan County, Georgia.

The undersigned verifies that all Bryan County fire and garbage taxes for the parcel listed below have been paid in full to the Tax Commissioner of Bryan County, Georgia. *NOT Paid see TAX REC.*

0263 009 01

Parcel Identification Number

*C Scott Burns*  
Signature of Applicant

*8/1/19*  
Date

BRYAN COUNTY TAX COMMISSIONER'S USE ONLY

Payment of all taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below.

Name: *Bridgette H. Mikell*

Title: *Tax Clerk*

Signature: *Bridgette Mikell*

Date: *8-5-19*

**IF APPLYING FOR A MOBILE HOME PERMIT, PLEASE COMPLETE THE FOLLOWING:**

~~Manufactured Home: \_\_\_\_\_ Make  
\_\_\_\_\_ Model  
\_\_\_\_\_ Year  
\_\_\_\_\_ Serial #~~

~~\_\_\_\_\_ The undersigned verifies that a current Bryan County Decal has been issued for the mobile home referenced above.~~

~~Signature: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

Bill Number . . 2018 014794 Assessed Val.  
Taxpayer Name. . PATEL ASHOK J. 19,960

TT Tax Title	Exemptions	Original Bill	Posted Trans.	Net Due Now
2 COUNTY M&O		175.65	175.65-	
3 SCHOOL M&O		300.90	300.90-	
4 SCHOOL BND		29.94	29.94-	

more...

F3=Return

FMUMFB  
FMUMFB01

CARROL ANN COLEMAN BRYAN COUNTY TAX COMM  
Clerk MM1 Date 2019 07 15 Sequence 092607

7/15/19  
14:43:03

Bill Number . . .	2018	014794	Acct	2253R18	Fair Mkt Val	49,900
Taxpayer Name. .	PATEL ASHOK J.				Bill Date	2018 08 24
Additional Name.					Due Date	2018 11 15
Address Line 1 .					H/S Code	
Address Line 2 .	105 POST HOUSE TRAIL				Lender Code	
City ST Zip 4. .	POOLER		GA 31322		Under Appeal	
Loctn/Desc . . .	1380GMD PS 423/1 SPLIT OU T IN				Bankruptcy	
Map Blk Par Sub.	0263	009	01	Dist 03	Check Notes	
Original Bill	Adj & Charges		Payments		Descriptions	This Tran
506.49			506.49-		Taxes	_____
	6.33		6.33-		Assessment Pen	_____
					Interest	_____
					Costs	_____
					Late Penalty	_____
506.49	6.33		512.82-		Other Penalty	_____
			Last T/A Date		TOTALS	_____
			PP 2018 12 28		Payment/Adjust	(P/A) P
					Reason Code	(F13) 00

Email Address:

F1=Options

F3=Return

F4=Delete

F8=Adj to Total

Bryan County  
Board of Commissioners



Community Development Department

**DISCLOSURE STATEMENT**

Title 36, chapter 67A-3 of O.C.G.A. requires that when any applicant for rezoning action has made, within two years immediately preceding the filing of the applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, to file a disclosure report.

No, I have not made any campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

Yes, I have made campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

To Whom: \_\_\_\_\_

Value of Contribution: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

I have read and understand the above and hereby agree to all that is required by me as the applicant.

*C. Scott Swend*

Signature of Applicant

Personally appeared before me

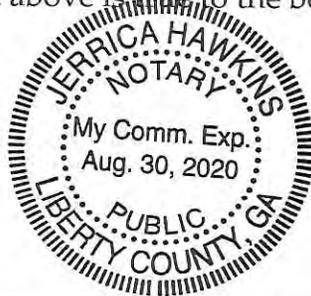
Clinton Burns

Applicant (Print)

Who on oath deposes and says that the above is true to the best of his or her knowledge and belief.

This 2 day of Aug 2019

Notary Public



(Notary Seal)

Bryan County  
Board of Commissioners

Community Development Department



**AUTHORIZATION OF PROPERTY OWNER**

I, Ashok PATEL, 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 Bryan County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Variance application. Further, I authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: C. Scott Burns

Address: 10605 Abercorn Street, Suite 214F

City: Savannah State: GA Zip Code: 31405

Telephone Number: (912) 332-9928 Email: sburns@cecofga.com

[Signature]  
Signature of Owner

08-07-2019  
Date

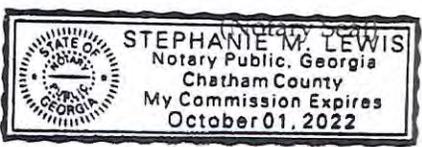
ASHOK PATEL  
Owners Name (Print)

Personally appeared before me  
Ashok Patel  
Owner (Print)

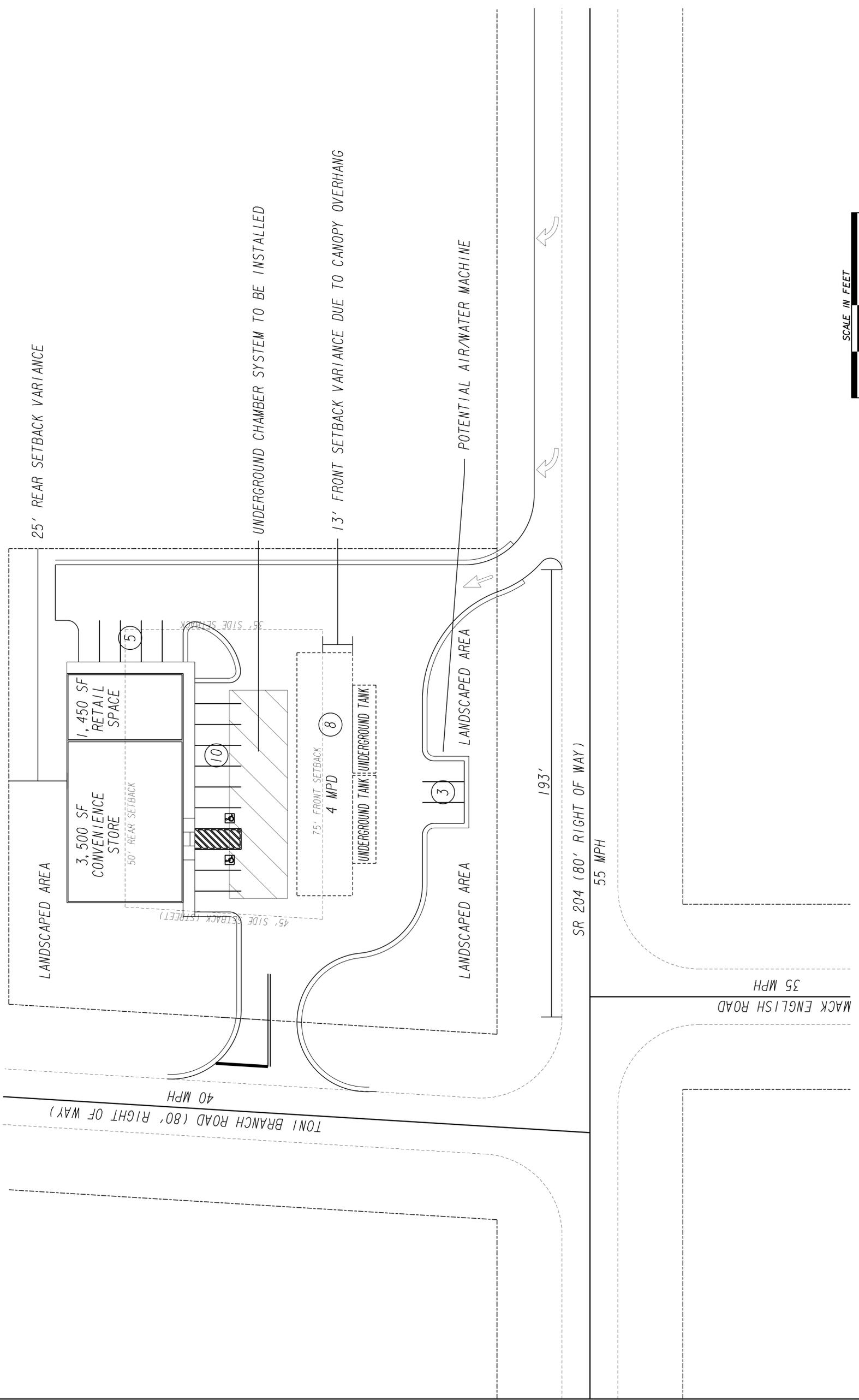
Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 7 of August 2019

[Signature]  
Notary Public



REVISIONS



# “B” Exhibits – Agency Comments



BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
(Fax) 756-7951

Article XIII, Section 302 of the Bryan County Zoning Ordinance requires that we secure comments from the Engineering Director, Fire Chief, County Health Director, and Public Works Director on the following zoning application:

CASE # V# 329-19

Zoning Request: Variance to reduce the setbacks for a convenience market

Filed by: C. Scott Burns, 6605 Abercorn Street, Suite 214F, Savannah, GA 31405

Owners: Ashok Patel, 105 Post House Trail, Pooker, GA 31322

Property address: SR 204 at Toni Branch Road

Map and Parcel # 0263-009-01

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/15/2019.

Comments: NONE

Engineering Director     Fire Chief     County Health Director

Public Works Director     Bryan County Schools (optional)

Signature: Kyle A. Coan    Date: 8.12.19



**BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
(Fax) 756-7951

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**CASE #**  V# 328-19

**Zoning Request:**  Variance to reduce the setbacks for a convenience market

**Filed by:**  C. Scott Burns, 6605 Abercorn Street, Suite 214F, Savannah, GA 31405

**Owners:**  Ashok Patel, 105 Post House Trail, Pooker, GA 31322

**Property address:**  SR 204 at Toni Branch Road

**Map and Parcel #**  0263-009-01

This issue is scheduled for a public hearing with the Planning and Zoning Commission on  9/3/2019  and the Board of Commissioners on  9/10/2019 .

Please return this completed form with any comments/attachments to the Community Development Department by  8/15/2019 .

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineering Director**       **Fire Chief**       **County Health Director**

**Public Works Director**       **Bryan County Schools (optional)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
(Fax) 756-7951

**Article XIII, Section 302 of the Bryan County Zoning Ordinance requires that we secure comments from the Engineering Director, Fire Chief, County Health Director, and Public Works Director on the following zoning application:**

**CASE #**  V# 329-19

**Zoning Request:**  Variance to reduce the setbacks for a convenience market

**Filed by:**  C. Scott Burns, 6605 Abercorn Street, Suite 214F, Savannah, GA 31405

**Owners:**  Ashok Patel, 105 Post House Trail, Pooker, GA 31322

**Property address:**  SR 204 at Toni Branch Road

**Map and Parcel #**  0263-009-01

This issue is scheduled for a public hearing with the Planning and Zoning Commission on  9/3/2019  and the Board of Commissioners on  9/10/2019 .

Please return this completed form with any comments/attachments to the Community Development Department by  8/15/2019 .

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

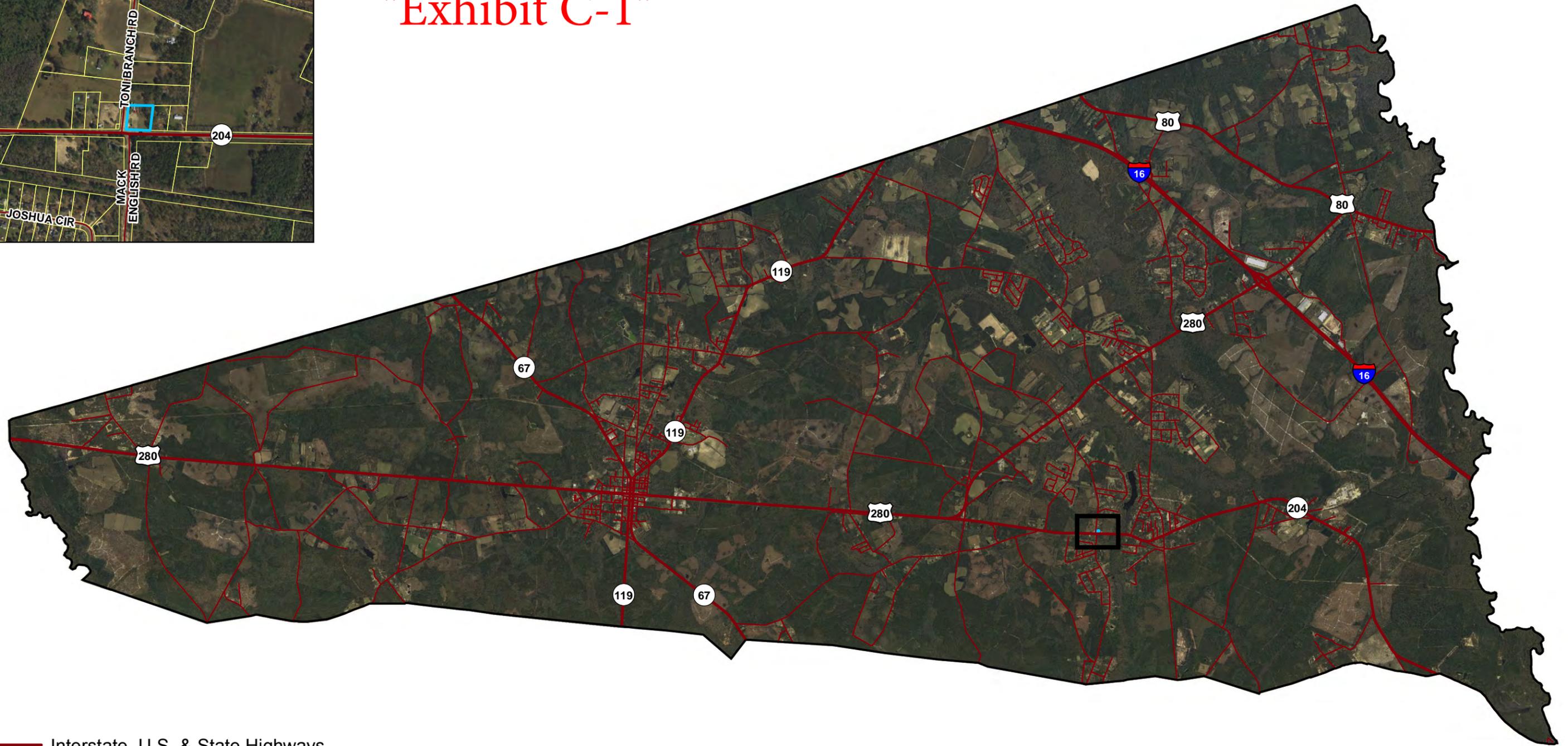
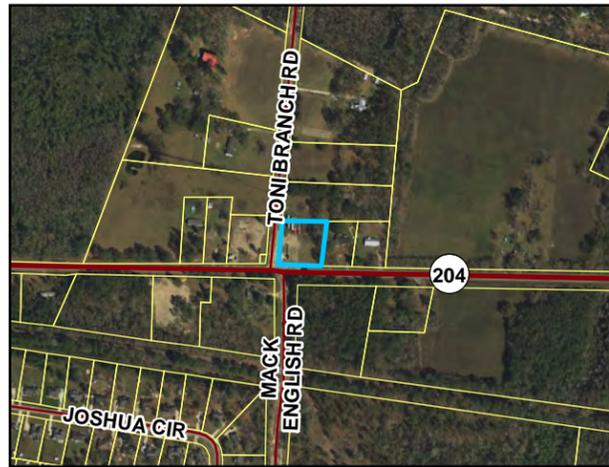
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Engineering Director  | <input checked="" type="checkbox"/> Fire Chief           | <input type="checkbox"/> County Health Director |
| <input type="checkbox"/> Public Works Director | <input type="checkbox"/> Bryan County Schools (optional) |   |

**Signature:**  Freddy Howell

**Date:**  08/23/2019

# “C” Exhibits – Bryan County Supplements

# "Exhibit C-1"



- Interstate, U.S. & State Highways
- Roads
- Subject Parcel 0263-009-01
- Surrounding Parcels



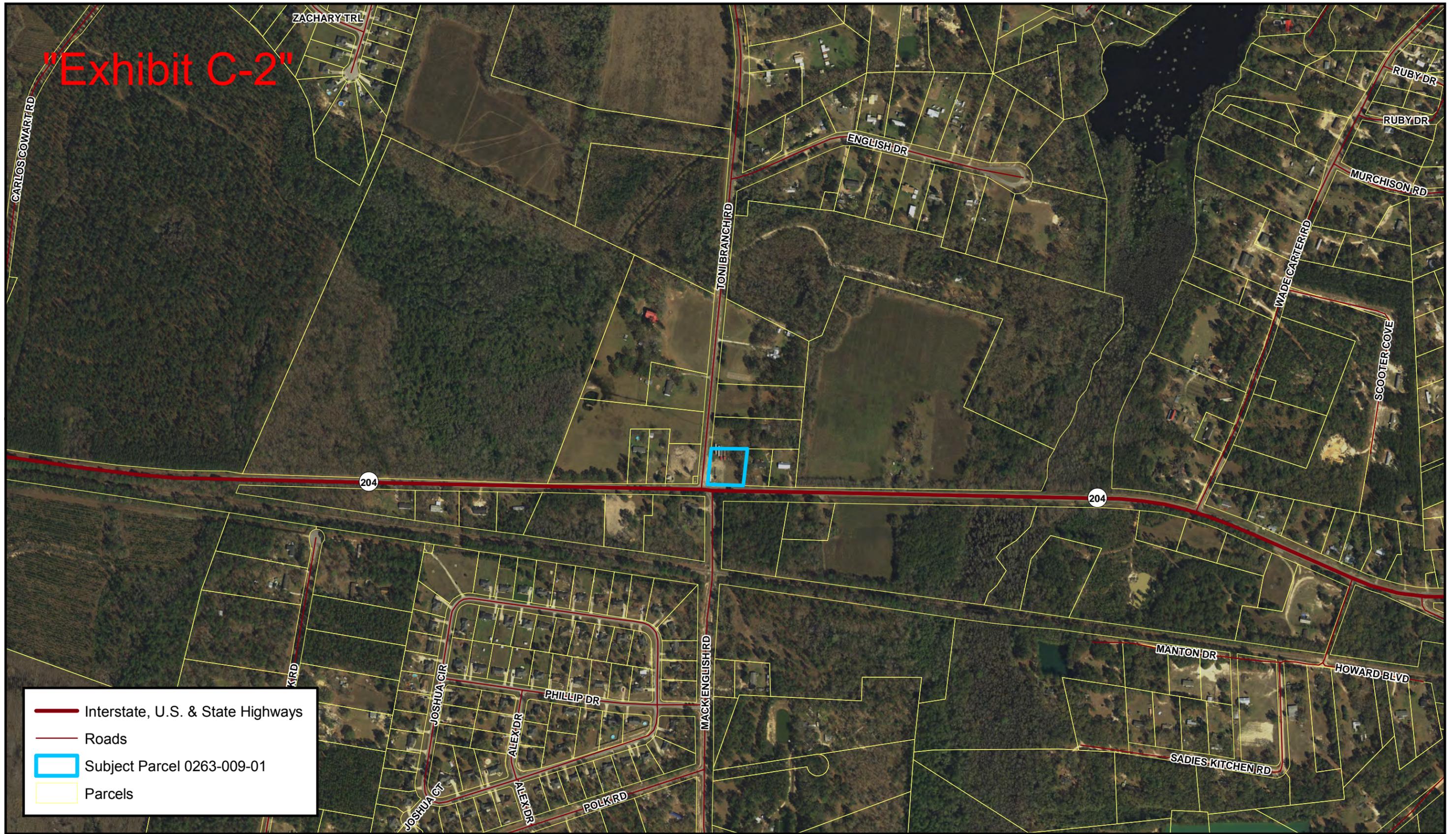
Produced by Bryan County GIS  
August 2019



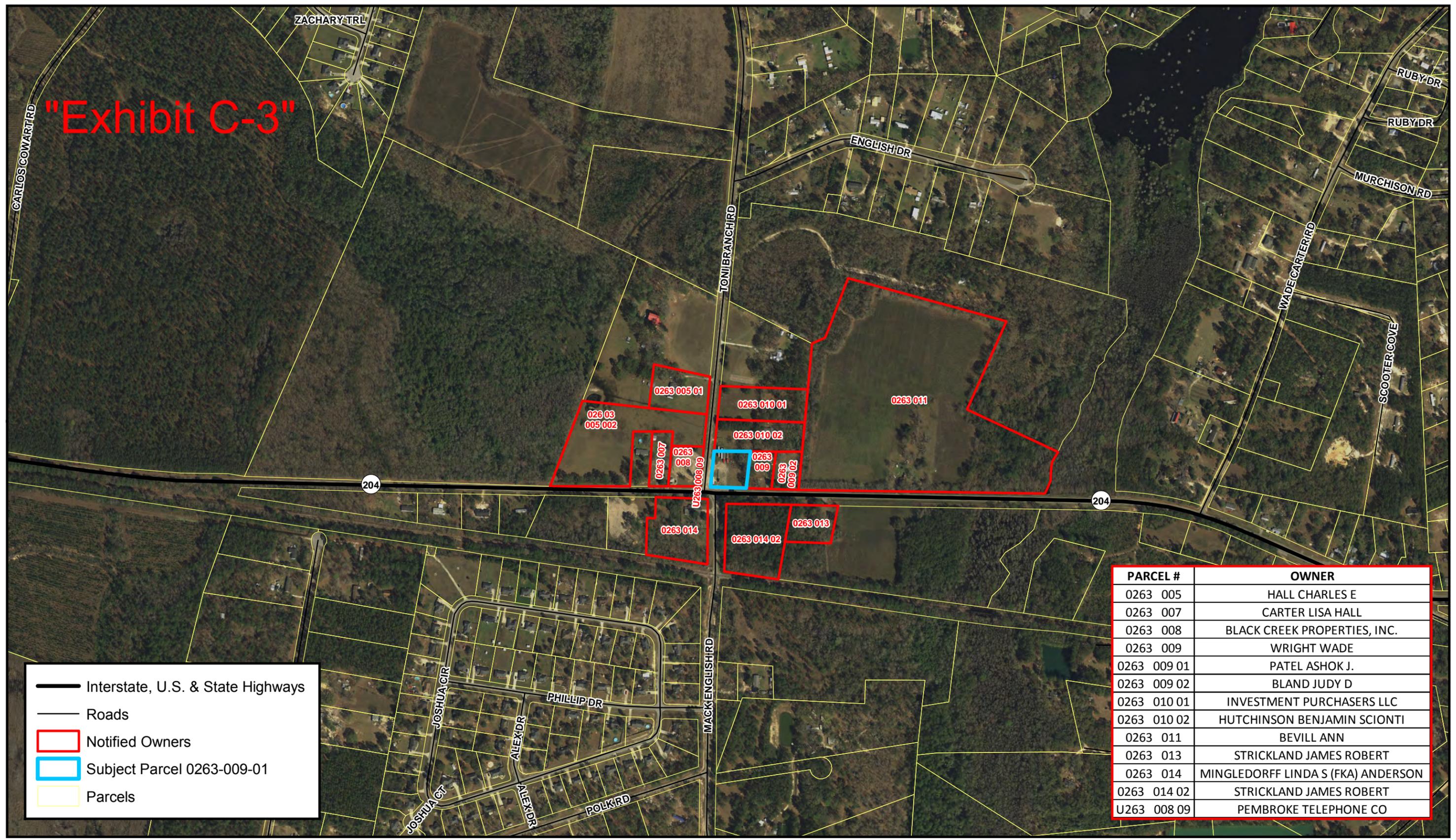
Overview Map  
C. Scott Burns  
Case V# 328-19

DISCLAIMER  
Information represented in this compilation from numerous digital GIS resources is solely for planning and illustration purposes. It is not suitable for site specific decision making. The accuracy of this product is dependent upon the source data and therefore the accuracy cannot be guaranteed. The areas depicted in this GIS Map Product are approximate, and is not necessarily accurate to surveying or engineering standards. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for the information contained therein or if information is used for other than its intended purpose. Reproduction, dissemination, altering this data is not authorized without prior consent. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for modified data.

"Exhibit C-2"



"Exhibit C-3"



Interstate, U.S. & State Highways  
 Roads  
 Notified Owners  
 Subject Parcel 0263-009-01  
 Parcels

PARCEL #	OWNER
0263 005	HALL CHARLES E
0263 007	CARTER LISA HALL
0263 008	BLACK CREEK PROPERTIES, INC.
0263 009	WRIGHT WADE
0263 009 01	PATEL ASHOK J.
0263 009 02	BLAND JUDY D
0263 010 01	INVESTMENT PURCHASERS LLC
0263 010 02	HUTCHINSON BENJAMIN SCIONTI
0263 011	BEVILL ANN
0263 013	STRICKLAND JAMES ROBERT
0263 014	MINGLEDORFF LINDA S (FKA) ANDERSON
0263 014 02	STRICKLAND JAMES ROBERT
U263 008 09	PEMBROKE TELEPHONE CO

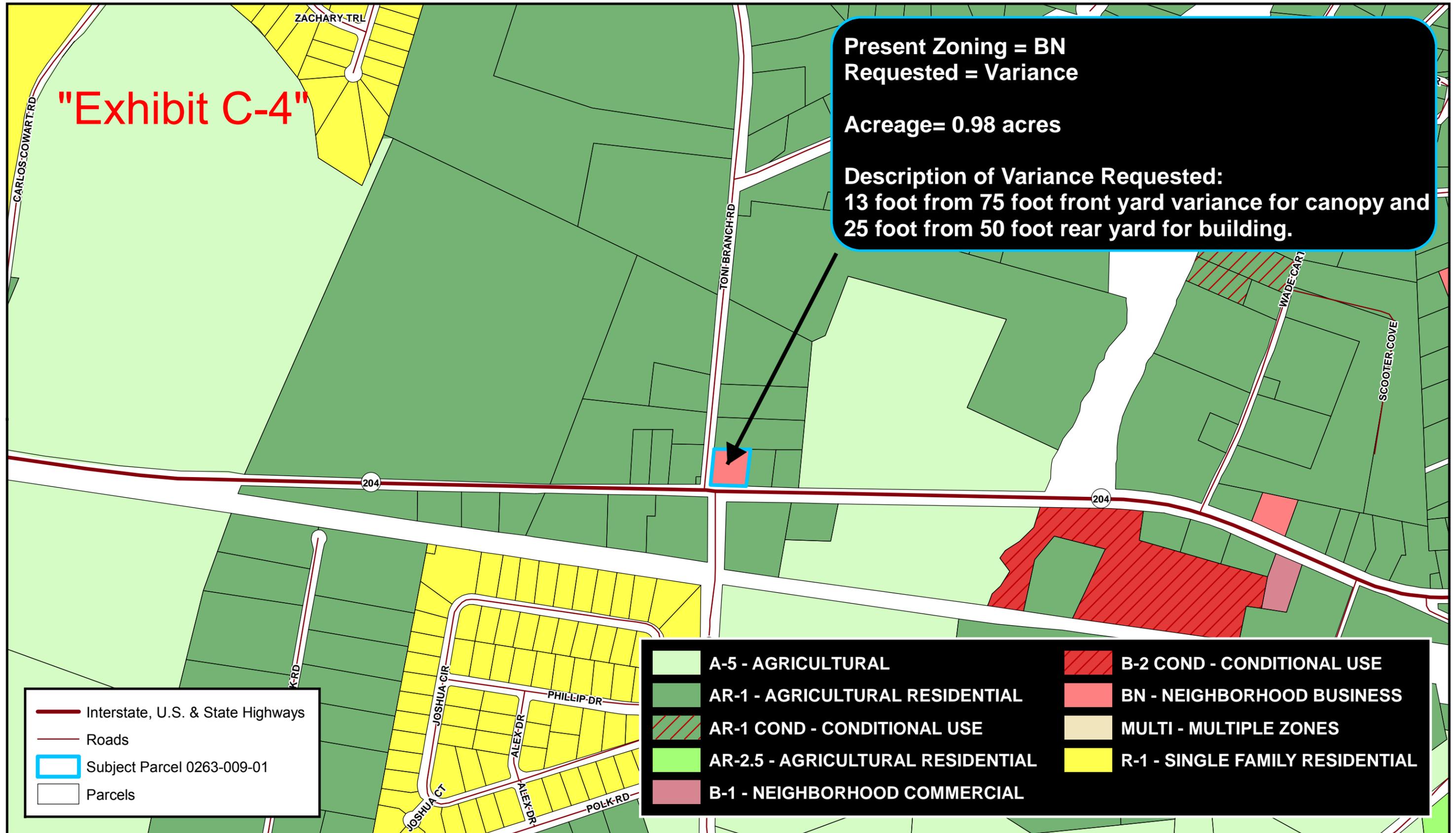


**"Exhibit C-4"**

**Present Zoning = BN  
Requested = Variance**

**Acreage= 0.98 acres**

**Description of Variance Requested:  
13 foot from 75 foot front yard variance for canopy and  
25 foot from 50 foot rear yard for building.**



- Interstate, U.S. & State Highways
- Roads
- Subject Parcel 0263-009-01
- Parcels

A-5 - AGRICULTURAL	B-2 COND - CONDITIONAL USE
AR-1 - AGRICULTURAL RESIDENTIAL	BN - NEIGHBORHOOD BUSINESS
AR-1 COND - CONDITIONAL USE	MULTI - MULTIPLE ZONES
AR-2.5 - AGRICULTURAL RESIDENTIAL	R-1 - SINGLE FAMILY RESIDENTIAL
B-1 - NEIGHBORHOOD COMMERCIAL	



# “D” Exhibits – Public Comment

**BRYAN COUNTY BOARD OF ADJUSTMENT**

**CASE V#329-19**

Public Hearing Date: September 3, 2019

REGARDING THE APPLICATION OF: Michael T. Casey Jr., requesting a variance for property located off Belfast River Road, PIN# 062 141, 062 142, and 062 143. The applicant is requesting to create additional parcels off a private road for a parcel created after November 1995.	Staff Report By Sara Farr-Newman Dated: August 27, 2019
--	---

**I. Application Summary**

**Requested Action:** Public hearing and consideration of a variance requested by Michael Casey for the private road subdivision of a parcel created after November 1995.

**Owner:** Michael T. Casey Jr.  
379 Bluff Dr.  
Richmond Hill, GA 31324

**Owner:** (Parcels 062 142 and 062 143)  
Belhaven Barn LLC  
1051 Belfast River Road  
Richmond Hill, GA 31324

(Parcel 062 141)  
Michael T. Casey Sr  
1076 Belfast River Road  
Richmond Hill, GA 31324

**Applicable Regulations:**

- The State of Georgia, Title 36. Local Government Provisions Applicable to Counties and Municipal Corporations, Chapter 66. Zoning Procedures, Georgia Code O.C.G.A. 36-66
- Appendix A – Subdivisions, Article XIII – Minor Subdivisions, Section 1301(a)
- Appendix B – Zoning, Article V – Appeals, Variances, and Administrative Relief. Per the County Ordinance, a 4/5 majority is required to approve a variance.

## II. General Information

**1. Application:** A variance application to allow the subdivision of a parcel created after November 1995 was submitted by Michael Casey on August 9, 2019. After reviewing the application, the Director certified the application as being generally complete on August 9, 2019.

**2. Notice:** Public notice for this application was as follows:

A. Legal notice was published in the Bryan County News on August 15, 2019.

B. Notice was mailed on August 19, 2019 to surrounding landowners within 300' of the exterior boundaries of the property.

D. An on-site notice was posted on August 19, 2019.

**3. Background:** This property along with surrounding parcels have undergone several changes over the past couple of years, all at the request of the current property owner/applicant. A timeline of these changes is below:

- May 2, 2012 – Subdivision plat recorded in Plat Book 638, Page 6B creating four parcels (Parcel 1, 2, 3, and 4), all of which were accessible from Belfast River Road.
- July 3, 2014 – Subdivision plat recorded in Plat Book 655, Page 8A subdividing Parcel 1 and creating a new Parcel 1-A and Parcel 1-B, and with all lots still accessed from Belfast River Road.
- September 11, 2014 – Lot line adjustment recorded in Plat Book 657, Page 7B, changing the shape of Parcel 2 and Parcel 3, and with all lots still accessed from Belfast River Road.
- August 17, 2015 – Lot line adjustment and combination plat recorded in Plat Book 665, Page 5A reducing the size of Parcel 3 by adding a portion of this parcel to Parcel 1-A, and with all lots still accessed from Belfast River Road.
- Approved August 22, 2019 – Lot line adjustment, not yet recorded, changing the boundary lines of Parcels 2, 3, and 4, and creating non-continuous frontage for Parcel 2, consisting of 309 feet on the eastern portion and frontage of 50.12 feet on the western portion. At this time, all parcels within the original subdivision boundaries are still accessed from Belfast River Road.

The applicant is now proposing a private road lot split, which necessitates this variance as these changes were made after November 1995.

**4. Requested Variance:** Per Appendix A, Article XIII, Section 1303(a) of the Bryan County Code of Ordinances, private road lot splits are permitted for up to six (6) buildable lots or parcels from a single parcel created prior to November 7, 1995. The parcels involved were created on May 2, 2012, so they do not comply with the standard.

**5. Exhibits:** The following Exhibits are attached hereto as referenced. All application documents were received at the Bryan County Community Development office on August 9, 2019, unless otherwise noted.

**“A” Exhibits- Application:**

- A-1 Variance Application
- A-2 Proposed Plat (August 23, 2019)

**“B” Exhibits- Agency Comments:**

None Provided

**“C” Exhibits- Bryan County Supplements**

- C-1 Overview Map
- C-2 Location Map
- C-3 Notification Map
- C-4 Zoning Map
- C-5 Subdivision plat recorded in Plat Book 638, Page 6B
- C-6 Subdivision plat recorded in Plat Book 655, Page 8A
- C-7 Lot line adjustment recorded in Plat Book 657, Page 7B
- C-8 Lot line adjustment and combination plat recorded in Plat Book 665, Page 5A
- C-9 Lot line adjustment approved August 22, 2019, not yet recorded

**“D” Exhibits- Public Comment:**

None received

**III. Analysis Under Section 9, Article V. – Appeals, Variances and Administrative Relief - Variances:**

**Review Criteria:** A variance may be granted by the Board of Adjustment if it finds that:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

**Staff Findings:** Hardships are generally defined by extraordinary and exceptional conditions pertaining to the physical condition of a lot which would prevent it from being used or developed in compliance with the requirements of the zoning ordinance. In this case, the applicant made several modifications and

subdivisions to the lot since 2012, each of which conformed to the requirements for the zoning ordinance. These changes to the shape of the lots do not qualify as a hardship.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance.

**Staff Findings:** No hardship was identified. Additionally, the existing lot layout is the result of the applicant's previous subdivisions.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

**Staff Findings:** No hardship was identified.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

**Staff Findings:** The requested variance is not in keeping with the intent of the ordinance. The intent of the ordinance prohibiting the private road subdivision of parcels created after November 7, 1995 is to limit this type of subdivision except in cases of lots that predated the creation of the subdivision ordinance prior to November 7, 1995. This ordinance was created to allow lots created prior to these regulations more options to subdivide, essentially "grandfathering" them in. Lots created after this time were created under the subdivision ordinance, so they were aware of the requirements and should comply with the ordinance.

#### **IV. Staff Recommendation**

Staff recommends denying the requested variance from Article XIII, Section 1303(a) of the Subdivision Ordinance.

#### **V. Board of Adjustment Decision**

**Decision:** The Board of Adjustment may approve the variance as requested, or it may approve the variance requested subject to conditions, or it may deny the requested variance.

The Board of Adjustment may continue the hearing for additional information from the applicant, additional public input or for deliberation.

► **Motion Regarding Decision:** Having considered the evidence in the record, upon motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_, and by vote of \_\_ to \_\_, the Board of Adjustment hereby approves as proposed/approves with provisions/denies the proposed variance.

# “A” Exhibits – Application

Bryan County  
Board of Commissioners

"Exhibit A-1"



Community Development Department

VARIANCE APPLICATION

Refer to Article V, Section 501 of the Zoning Regulations for additional information regarding Variance requirements.

Application Fee: \$150.00

Applicant:

- Property Owner
- Authorized Agent

Applicant Name: Michael T. Casey JR.  
 Address: 379 Bluff Dr.  
 City: Richmond Hill State: GA Zip: 31324  
 Phone: (912) 312-0421 Email: TCasey5711@yahoo.com

Property Owner (if not applicant): SAME  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Property Information: General Location: Belfast River Rd across from Griffin Rd.  
 PIN Number (Map & Parcel): \_\_\_\_\_ Current Zoning District(s): \_\_\_\_\_  
062-141, 142, 143

What section of the Subdivision or Zoning Code are you requesting a variance for? THE 1995 Lot of Record

Description of Variance Requested: Asking for a variance from the lot split after the 1995 Lot of Record ordinance.

Applicant Certification: I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision, and that I have answered all of the questions contained herein and know the same to be true and correct.

[Signature]  
 Applicant Signature

8-9-19  
 Date

FOR OFFICE USE ONLY

Case #: V#329-19 Date Received: 8-9-19  Fee Paid Initial: JMH

### Variance Review and Timing

The typical process and timeframe for reviewing variance applications is as follows. The 15-day review period will not begin until the submitted application is certified as being complete.

<b>Completeness Review</b>	<b>5 business days after Application Submittal</b>
<b>Planning &amp; Zoning (P&amp;Z) Commission Public Hearing</b>	<b>30-60 days after Completeness Certification</b>

### Variance Application Checklist

The following information must be included with your submittal. Any omission of the items below will result in a delay of your request. Place a check next to each item included with your submission.

- Completed Application
- Proof of Ownership
- Verification of Paid Taxes
- Disclosure Statement
- Authorization by Property Owner
- Written narrative justifying request under the Variance Criteria
- One (1) 8 ½ x 11 inch, and One (1) full size copy of the proposed site plan prepared in accordance with the Site Plan Checklist or residential plot plan prepared in accordance with the Residential Plot Plan Checklist

**Applicant Acknowledgement:** 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.

  
\_\_\_\_\_  
Applicant Signature

  
\_\_\_\_\_  
Date

Variance Criteria

Variances may only be granted if it is found that the application meets the criteria below. A separate sheet(s) of paper may be used if additional space is needed.

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

no unnecessary hardship would result from subdividing this property into 5 acre lots.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance;

This lot split would be common to the neighborhood.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

The property was not purchased with the knowledge that circumstances exist.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

The variance would be consistent in that with bigger lots the surrounding property is consistent with neighbors.

If you have questions, contact the Community Development Department at one of our office locations.

51 North Courthouse Street  
Pembroke, GA 31321  
Phone: 912-653-3893  
Fax: 912-653-3864

66 Capt. Matthew Freeman Drive  
Richmond Hill, GA 31324  
Phone: 912-756-3177  
Fax: 912-756-7951

FOR OFFICE USE ONLY

Completeness Certified: 8/9/19 P&Z Public Hearing Date: Sept. 3, 2019

PIN #  
062-141

BRYAN COUNTY  
CLERK OF COURTS

1050 0450

2012 MAY -2 AM 11:45

BOOK# \_\_\_\_\_ PAGE# \_\_\_\_\_  
CLERK OF SUPERIOR COURT  
BRYAN COUNTY, GA  
REBECCA G. CROWE

Bryan County, Georgia  
Real Estate Transfer Tax

Paid 36.30

015-2012-000424

52.12  
P. Simmons  
Clerk of Superior Court

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

STATE OF GEORGIA }  
COUNTY OF BRYAN } LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 27th day of April, 2012, between TMH, LLC, a Georgia limited liability company, as Party of the First Part, and MICHAEL T. CASEY, SR., as Party of the Second Part.

- WITNESSETH -

THAT the said Party of the First Part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable considerations to it in hand paid by the said Party of the Second Part, at and before the sealing 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, executors, administrators, successors and assigns, the following described property, to-wit:

All those certain lots, tracts or parcels of land, situate, lying and being in Bryan County, Georgia, and being shown as "PARCEL 4, 5.00 ACRES" on a certain plat of survey entitled "Parcels 2, 3 and 4, being a Division of a Portion of Rayonier Tract, 20th G.M. District Bryan County, Georgia" for TMH, LLC Properties, dated January 1, 2011, prepared by Michael A. Hussey, G.R.L.S #2509, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia in Plat Book 428, Page 4A. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein by specific reference. Said property is presently known as 1076 Belfast River Road, Richmond Hill, GA 31324.

SUBJECT, HOWEVER, to those certain covenants and restrictions as contained in that certain Limited Warranty Deed from Rayonier Forest Resources, L.P. to TMH, LLC, recorded in Book 1050 Page 446, Bryan County, Georgia records, including a restriction which provides that the land conveyed shall not be used for the purpose of a mobile home park nor shall any mobile, modular, or manufactured homes, recreational vehicles (permanent or non-permanent), house trailers, panelized and pre-cut homes, (other than temporary sales and construction

HENDERSON  
LAW FIRM LLC  
Post Office Box 580  
Richmond Hill, GA 31324  
(912) 756-2631  
Our File: 09297-02-10

*mc*

1050

trailers) be placed on any of the Property conveyed hereby, said covenant shall expire upon the tenth (10th) anniversary of the date of this document being recorded in the public records of Bryan County, Georgia. Reference to the afore-

described deed is made for a complete description of the restrictions. Further subject, however, to all valid restrictions, easements and rights of way

BOOK# PA:5  
CLERK OF SUPERIOR COURT  
BRYAN COUNTY, GA  
REBECCA G. C. 2012 MAY - 2 AM 11:45

This is a portion of the property conveyed to TMH, LLC by Limited Warranty Deed dated April 27, 2012, and filed in Deed Book 1050 Page 440. Bryan County, Georgia records.

TO HAVE AND TO HOLD the above-described property, together with all and singular, the rights, members, hereditaments and appurtenances unto the same belonging or in anywise appertaining, unto the said Party of the Second Part, their heirs, executors, administrators, successors and assigns, in fee simple forever;

AND LASTLY, the said Party of the First Part, for itself and its successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said Party of the Second Part, his heirs, executors, administrators, successors and assigns, against the claims of all persons claiming under, by or through said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name and on its behalf, on the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TMH, LLC

Irish Conley  
Jenny Law  
Notary Public,  
County, Georgia

By: Tara Michelle Casey (L.S.)  
Tara Michelle Casey, Member/Manager

[NOTARIAL SEAL]





BK:1357 PG:932

TRACT TWO: 062 -142

All that certain lot, tract or parcel of land, situate, lying and being in Bryan County, Georgia, and being shown as "Parcel 3, 11.55 ACRES" on a certain plat of survey entitled "Recombination Survey, Being a recombination of Parcel 3 and Parcel A-1, 20th G.M. District, Bryan County, Georgia" for TMH, LLC Properties, dated April 27, 2015, prepared by Michael A. Hussey, G.R.L.S #2509, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia in Plat Book 665, Page 5A. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein by specific reference.

TITLE TO THE WITHIN PROPERTIES HAS NOT BEEN EXAMINED NOR CERTIFIED BY THE PREPARER OF THIS DEED.

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

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

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be signed and its corporate seal affixed by its authorized officers on the day and year first above written as the date hereof.

Signed, sealed and delivered in the presence of:

TMH, LLC

Irish Conley  
Unofficial Witness

By: Tara Michelle Casey  
Tara Michelle Casey, Sole Member (Title)

Notary Public



Bryan County  
Board of Commissioners

Community Development Department



VERIFICATION OF PAID TAXES

       The undersigned verifies that all Bryan County property taxes, billed to date to the parcel listed below, have been paid in full to the Tax Commissioner of Bryan County, Georgia.

       The undersigned verifies that all Bryan County fire and garbage taxes for the parcel listed below have been paid in full to the Tax Commissioner of Bryan County, Georgia.

062-143, 062-142, 062-141  
Parcel Identification Number

[Signature]  
Signature of Applicant

9-2-19  
Date

**BRYAN COUNTY TAX COMMISSIONER'S USE ONLY**

Payment of all taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below.

Name: Tiffany M. Drehi Title: Tax Clerk

Signature: [Signature] Date: 8.2.19.

**IF APPLYING FOR A MOBILE HOME PERMIT, PLEASE COMPLETE THE FOLLOWING:**

Manufactured Home: \_\_\_\_\_ Make  
\_\_\_\_\_ Model  
\_\_\_\_\_ Year  
\_\_\_\_\_ Serial #

       The undersigned verifies that a current Bryan County Decal has been issued for the mobile home referenced above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Bryan County Board of Commissioners



Community Development Department

## DISCLOSURE STATEMENT

Title 36, chapter 67A-3 of O.C.G.A. requires that when any applicant for rezoning action has made, within two years immediately preceding the filing of the applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, to file a disclosure report.

- No, I have not made any campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.
- Yes, I have made campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

To Whom: \_\_\_\_\_

Value of Contribution: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

I have read and understand the above and hereby agree to all that is required by me as the applicant.

  
Signature of Applicant

Personally appeared before me

  
Applicant (Print)

Who on oath deposes and says that the above is true to the best of his or her knowledge and belief.

This 9 day of Aug 2019

  
Notary Public



Bryan County  
Board of Commissioners



Community Development Department

**AUTHORIZATION BY PROPERTY OWNER**

I, Tara M. Casey, 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 Bryan County, Georgia

He/She authorizes the person named below to act as applicant in the pursuit of a subdivision of their property.

I hereby authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application.

Name of Applicant: Michael T. Casey Jr.

Address: 379 Bluff Dr.

City: Richmond Hill State: GA. Zip Code: 31324

Telephone Number: (902) 312-0421 Email: tcasey5711@yahoo.com

Mary Casey  
Signature of Owner

8-27-19  
Date

Tara M. Casey  
Owners Name (Print)

Personally appeared before me

Tara M. Casey  
Owner (Print)

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

This Day 27th of August 2019

Teresa Dinh  
Notary Public



(Notary Seal)

Bryan County  
Board of Commissioners

Community Development Department



AUTHORIZATION OF PROPERTY OWNER

I, Michael T. Carey Dr. 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 Bryan County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Variance application. Further, I authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Michael T. Carey Dr.

Address: 379 BWP DR.

City: Richmond Hill State: GA Zip Code: 31324

Telephone Number: (912) 312-0421 Email: tcarey5711@ychoa.com

[Signature]  
Signature of Owner

8-9-19  
Date

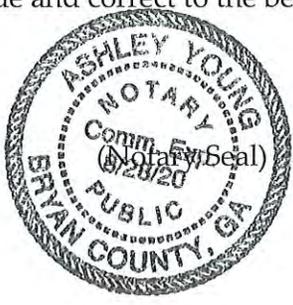
Michael T. Carey Dr.  
Owners Name (Print)

Personally appeared before me  
Michael T. Carey Dr.  
Owner (Print)

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

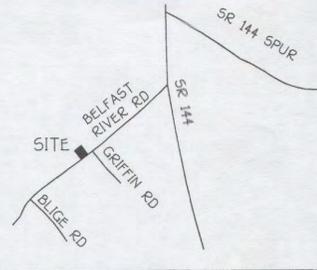
This Day 9th of August

[Signature]  
Notary Public





PIN 055 060  
NOW OR FORMERLY  
RAYDIENT LLC  
C/O RAYONIER TAX SRV  
LARSON & MCGOWIN LLC



VICINITY MAP (NTS)

APPROVED UNDER ARTICLE XIII

Planning Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

911 Address Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

Planning and Zoning Chairman \_\_\_\_\_ Date of Approval \_\_\_\_\_

NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE PARCEL 2 INTO 3 LOTS.
2. WETLAND AREAS SHOWN ARE BASED ON THE NWI MAPS AND HAVE NOT BEEN VERIFIED BY THE COE.
3. ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U. S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.
4. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13029C0295D AND NO. 13029C0375D DATED AUGUST 2, 2018, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARD AREA.
5. DRIVEWAYS SHALL BE A MINIMUM OF 35' APART.
6. WATER TO BE PROVIDED BY INDIVIDUAL WELL AND SEWER BY INDIVIDUAL SEWAGE DISPOSAL SYSTEM.
7. PARCELS 2A SHALL SHARE THE MAINTENANCE RESPONSIBILITY OF THE 50' PRIVATE ROAD RIGHT-OF-WAY.
8. THERE SHALL BE NO FURTHER SUBDIVISION OF PARCEL 2A AS IT PERTAINS TO THE APPROVAL UNDER ARTICLE XIII.
9. NO BUILDING PERMITS WILL BE ISSUED FOR ANY CONSTRUCTION UNTIL THE PRIVATE ROAD IS CONSTRUCTED IN ACCORDANCE WITH THE BRYAN COUNTY ENGINEERING AND DESIGN STANDARDS.

Error Of Closure (Plat): 1/871,326  
Error Of Closure (Field): 1/32,500  
Field Survey Date: 01-31-2019  
Angular Error: 2" Per Point  
Total Area: 22.50 Acres  
Total No. Lots: 2  
Equipment Used: Sokkia Set 5 2" Total Station

PLATS AND DEEDS:  
PLAT BOOK 638 PAGE 6B  
PLAT BOOK 657 PAGE 7B  
DEED BOOK 1294 PAGE 907

NOTE: PROPERTY IS ZONED A-5  
FRONT SETBACK - 75'  
REAR SETBACK - 50'  
SIDE SETBACK - 50'

SURVEYORS CERTIFICATION

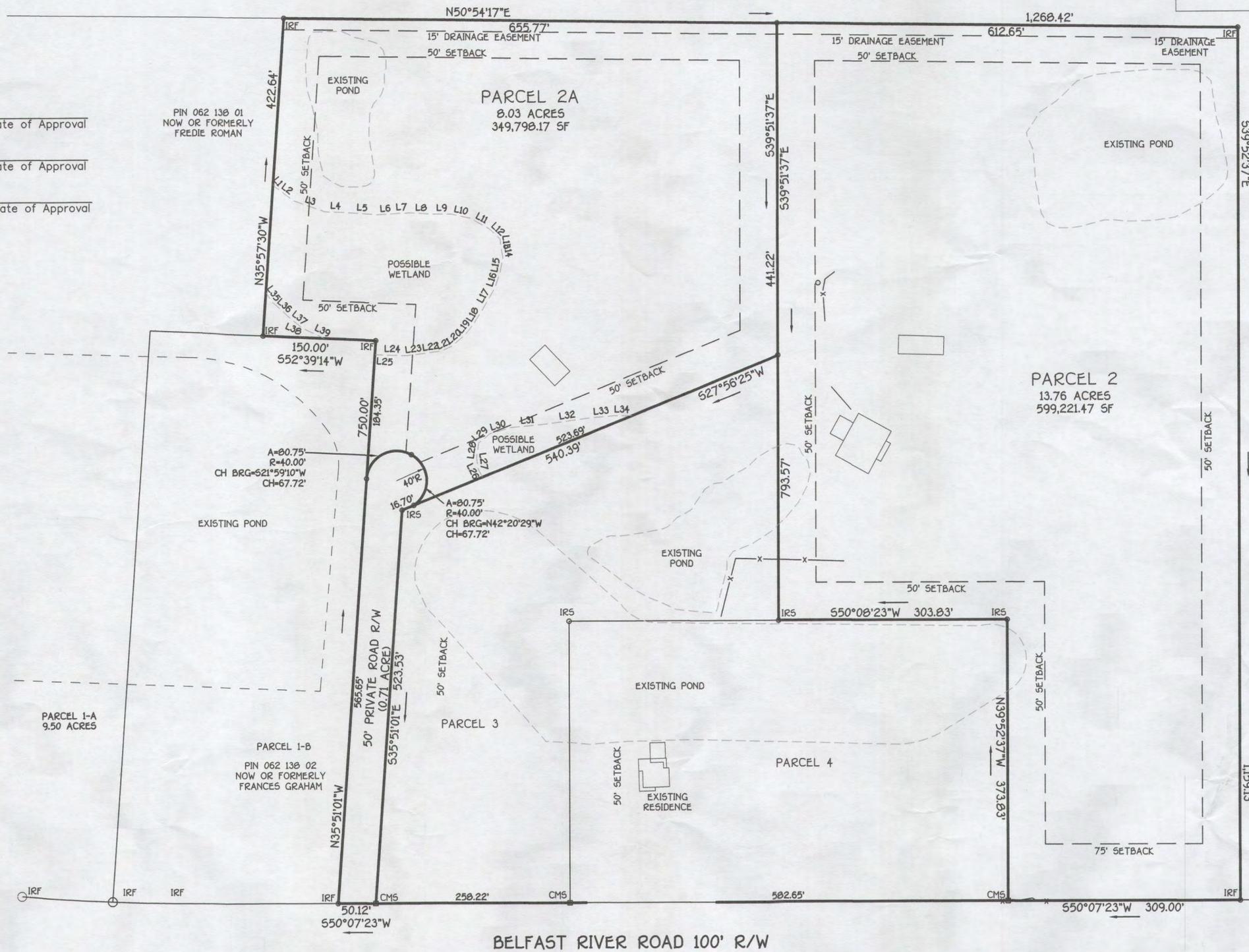
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions that require prior approval for recording this type of plat as shown in the statements and signature blocks. Such approvals or affirmations, should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



Michael A. Hussey  
Ga. Reg. L.S. No. 2509

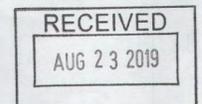
SPECIAL NOTE:

Bryan County will not maintain, repair or replace any Private Roads and Drainage Systems. The responsibility for such maintenance, repair or replacement is addressed in a Maintenance Agreement between the Developer of the Subdivision and the purchasers of Lots within the Subdivision. Any purchasers of Lots within this Subdivision are urged to carefully review such Maintenance Agreement to determine the party or parties responsible for the maintenance of the Private Roads and Drainage Systems and the source of the funds to provide such maintenance.



LINE	BEARING	DISTANCE
L1	S78°49'27"E	4.88'
L2	N86°39'17"E	30.60'
L3	N69°45'52"E	44.11'
L4	N52°34'32"E	29.70'
L5	N54°12'27"E	40.39'
L6	N46°54'34"E	23.53'
L7	N47°46'17"E	19.29'
L8	N53°29'18"E	31.47'
L9	N50°07'23"E	24.02'
L10	N62°15'07"E	25.11'
L11	N79°39'34"E	29.43'
L12	S86°32'06"E	19.60'
L13	S45°52'55"E	12.12'
L14	S50°30'16"E	12.58'
L15	S28°41'44"E	21.28'
L16	S20°32'26"E	21.03'
L17	S10°06'12"E	30.62'
L18	S07°59'36"E	26.54'
L19	S01°18'54"E	16.36'
L20	S09°58'21"W	23.73'
L21	S25°17'03"W	14.36'
L22	S42°12'27"W	25.39'
L23	S43°25'11"W	21.56'
L24	S52°05'44"W	36.54'
L25	S55°30'32"W	5.88'
L26	N65°24'32"W	12.44'
L27	N47°47'29"W	15.46'
L28	N31°12'54"W	19.79'
L29	N11°28'54"E	19.07'
L30	N33°50'18"E	28.82'
L31	N44°31'07"E	47.90'
L32	N42°20'39"E	59.71'
L33	N45°13'37"E	29.90'
L34	N50°07'23"E	24.96'
L35	S73°56'28"E	16.05'
L36	S88°08'06"E	31.51'
L37	N89°28'12"E	21.17'
L38	N75°07'42"E	20.84'
L39	N76°08'02"E	11.06'

PIN 055 060  
NOW OR FORMERLY  
RAYDIENT LLC  
C/O RAYONIER TAX SRV  
LARSON & MCGOWIN LLC

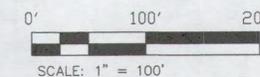


MINOR SUBDIVISION SURVEY

BEING A SUBDIVISION OF PARCEL 2,  
20TH G.M. DISTRICT, BRYAN COUNTY,  
GEORGIA.

FOR  
TMH, LLC PROPERTIES LLC  
379 BLUFF DRIVE  
RICHMOND HILL, GA 31324

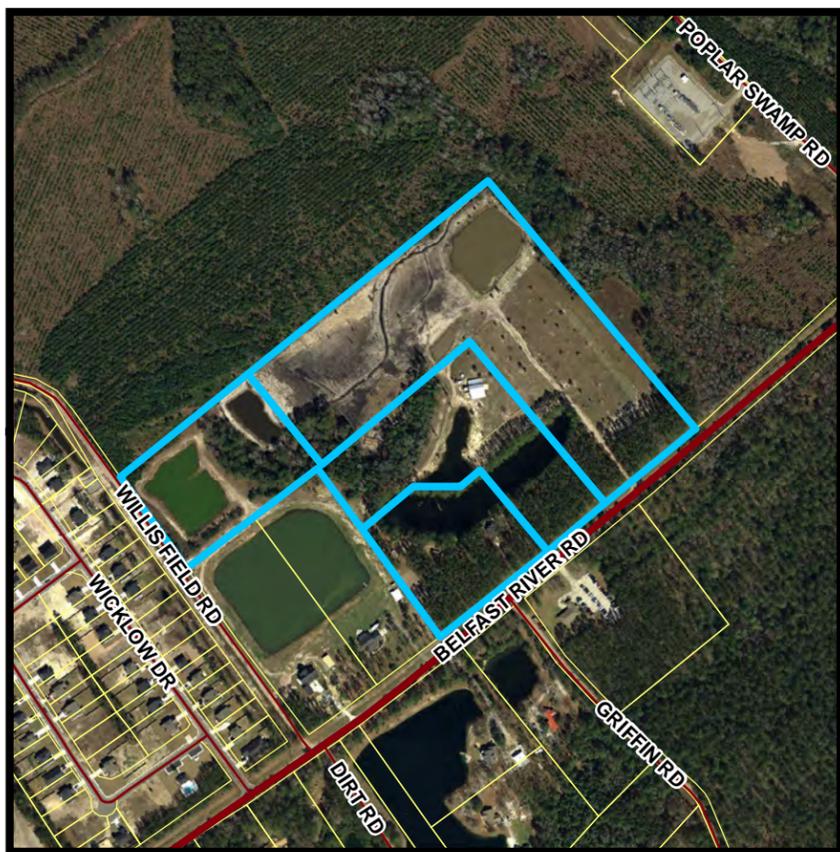
SUNDIAL LAND SURVEYING, PC  
L5F000957  
1190B KING GEORGE BLVD, SUITE 5  
SAVANNAH, GA 31419  
912-235-2477



# “B” Exhibits – Agency Comments

# “C” Exhibits – Bryan County Supplements

# "Exhibit C-1"

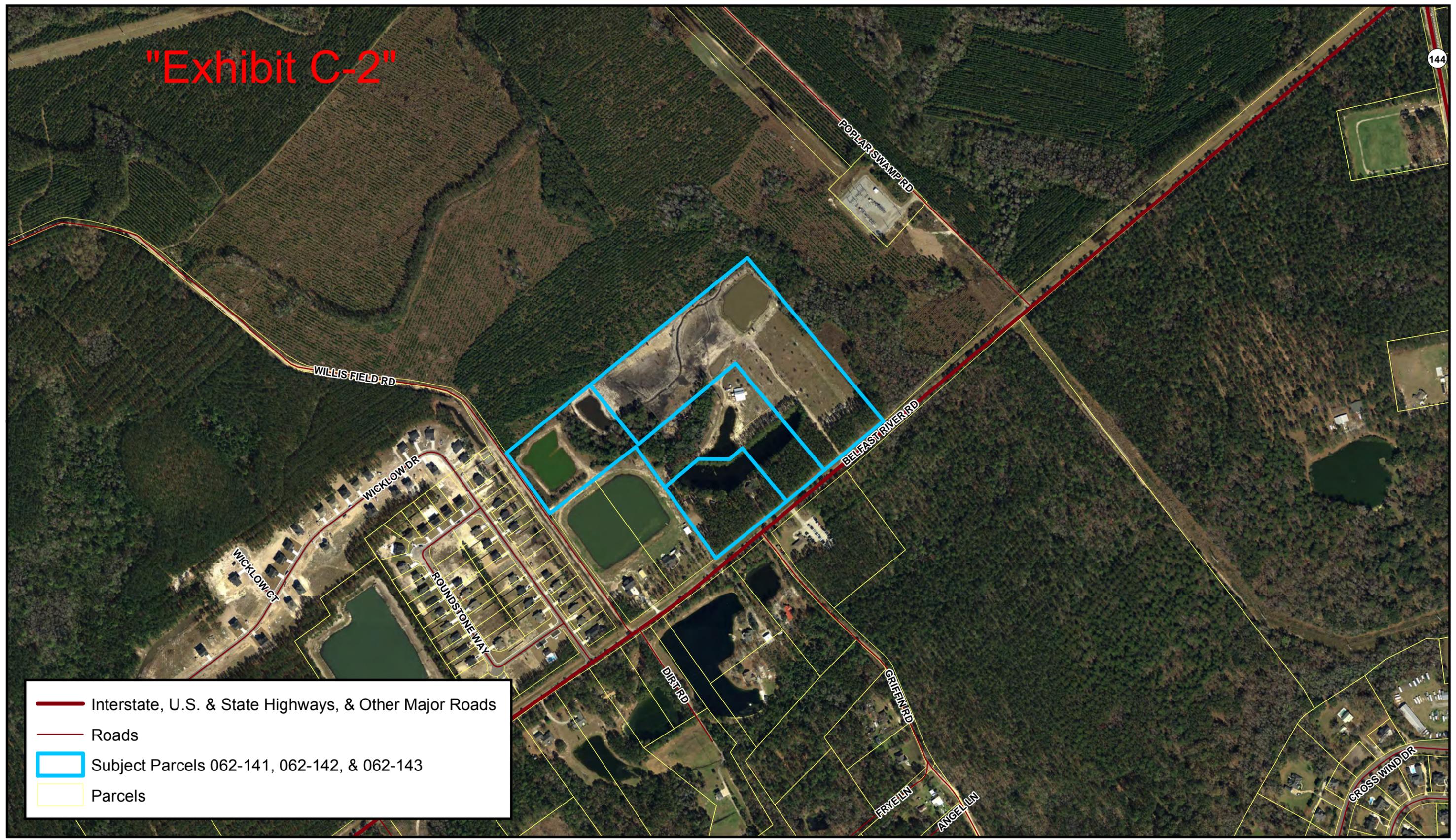


- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcels 062-141, 062-142, & 062-143
- Surrounding Parcels



"Exhibit C-2"

144



— Interstate, U.S. & State Highways, & Other Major Roads  
— Roads  
 Subject Parcels 062-141, 062-142, & 062-143  
 Parcels



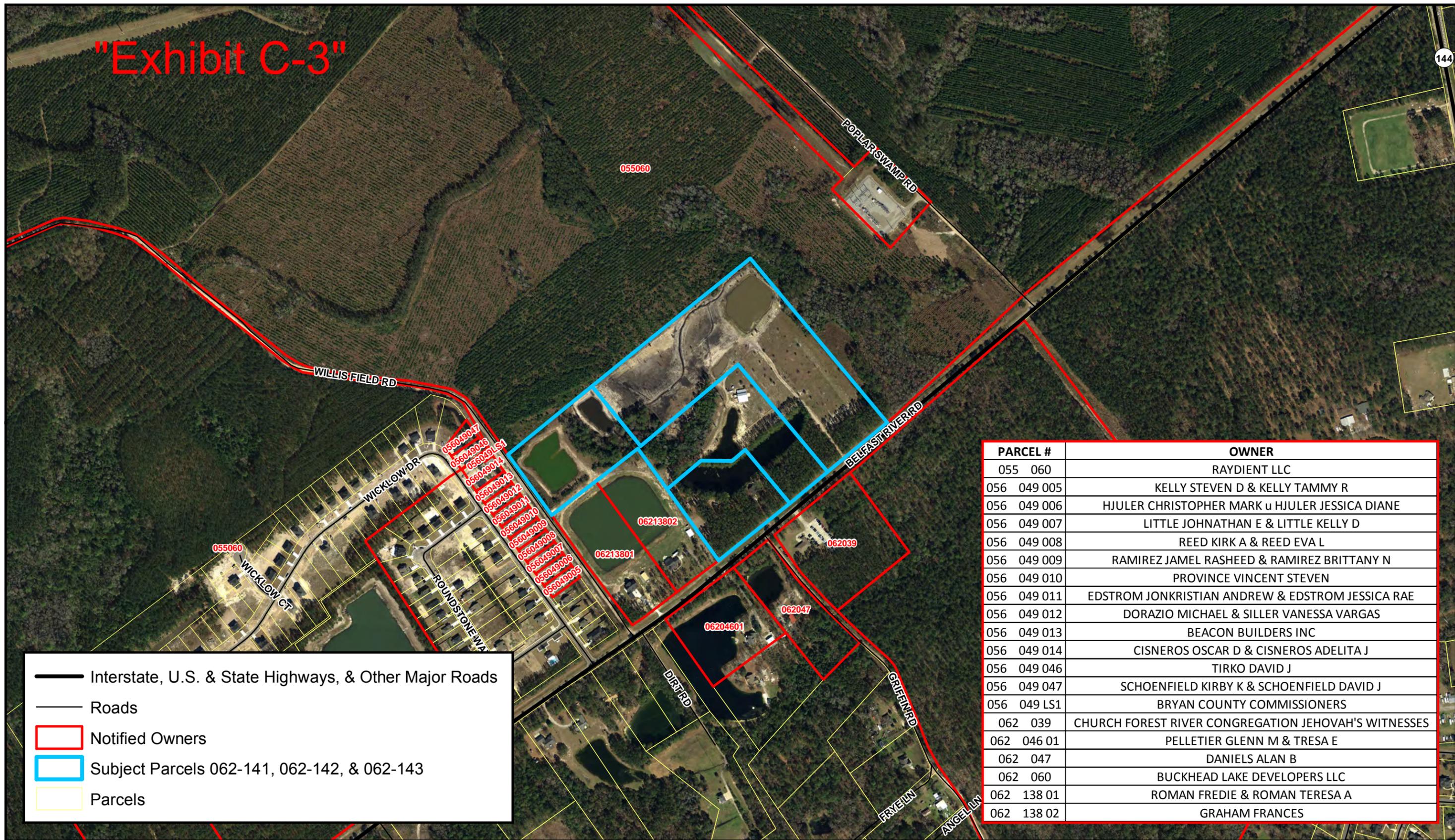
Produced by Bryan County GIS  
August 2019



**Location Map**  
**Michael T. Casey Jr**  
**Case V# 329-19**

DISCLAIMER  
 Information represented in this compilation from numerous digital GIS resources is solely for planning and illustration purposes. It is not suitable for site specific decision making. The accuracy of this product is dependent upon the source data and therefore the accuracy cannot be guaranteed. The areas depicted in this GIS Map Product are approximate, and is not necessarily accurate to surveying or engineering standards. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for the information contained therein or if information is used for other than its intended purpose. Reproduction, dissemination, altering this data is not authorized without prior consent. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for modified data.

"Exhibit C-3"



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Notified Owners
- Subject Parcels 062-141, 062-142, & 062-143
- Parcels

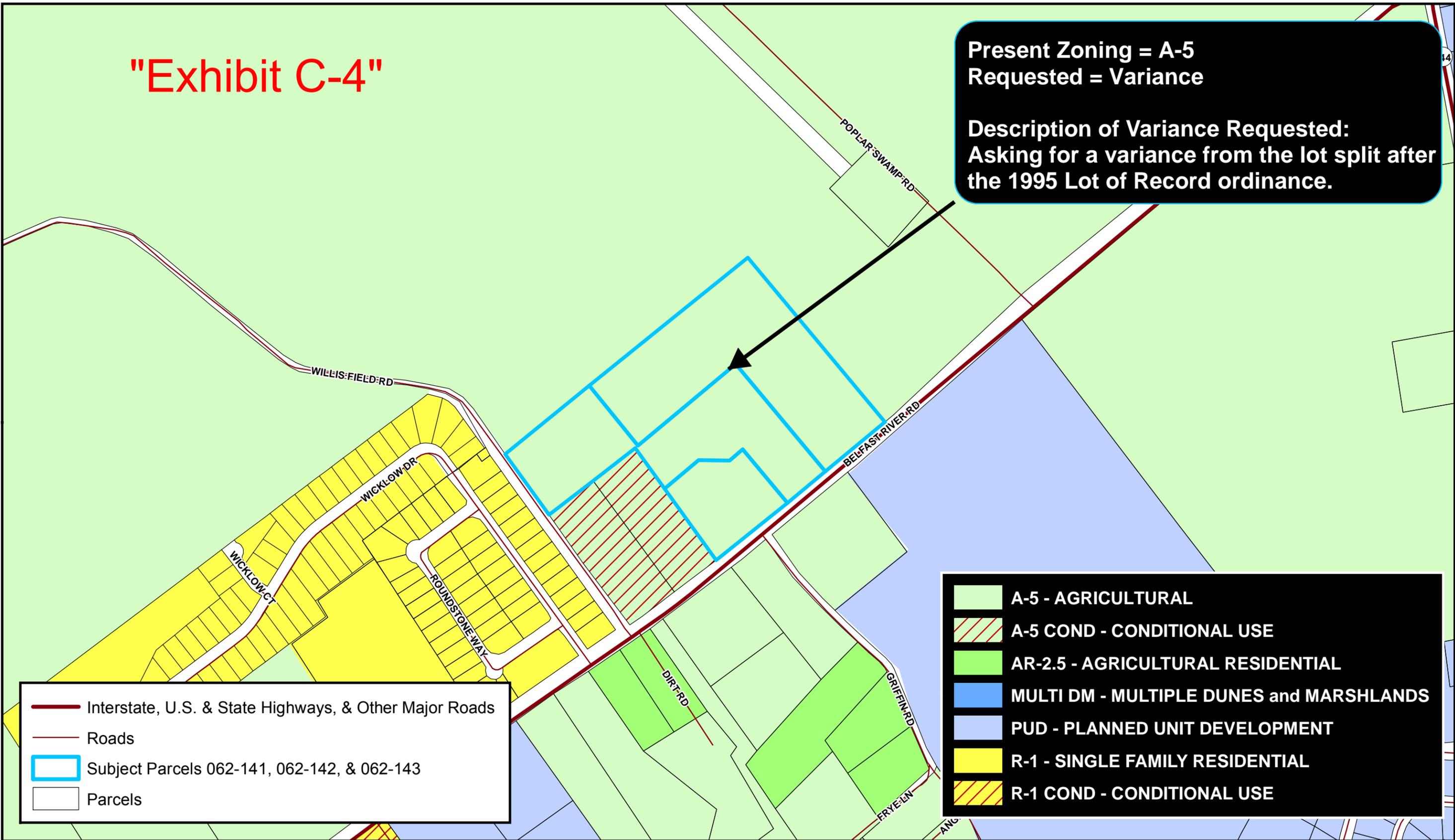
PARCEL #	OWNER
055 060	RAYDIENT LLC
056 049 005	KELLY STEVEN D & KELLY TAMMY R
056 049 006	HJULER CHRISTOPHER MARK u HJULER JESSICA DIANE
056 049 007	LITTLE JOHNATHAN E & LITTLE KELLY D
056 049 008	REED KIRK A & REED EVA L
056 049 009	RAMIREZ JAMEL RASHEED & RAMIREZ BRITTANY N
056 049 010	PROVINCE VINCENT STEVEN
056 049 011	EDSTROM JONKRISTIAN ANDREW & EDSTROM JESSICA RAE
056 049 012	DORAZIO MICHAEL & SILLER VANESSA VARGAS
056 049 013	BEACON BUILDERS INC
056 049 014	CISNEROS OSCAR D & CISNEROS ADELITA J
056 049 046	TIRKO DAVID J
056 049 047	SCHOENFIELD KIRBY K & SCHOENFIELD DAVID J
056 049 LS1	BRYAN COUNTY COMMISSIONERS
062 039	CHURCH FOREST RIVER CONGREGATION JEHOVAH'S WITNESSES
062 046 01	PELLETIER GLENN M & TRESA E
062 047	DANIELS ALAN B
062 060	BUCKHEAD LAKE DEVELOPERS LLC
062 138 01	ROMAN FREDIE & ROMAN TERESA A
062 138 02	GRAHAM FRANCES



# "Exhibit C-4"

**Present Zoning = A-5  
Requested = Variance**

**Description of Variance Requested:  
Asking for a variance from the lot split after  
the 1995 Lot of Record ordinance.**

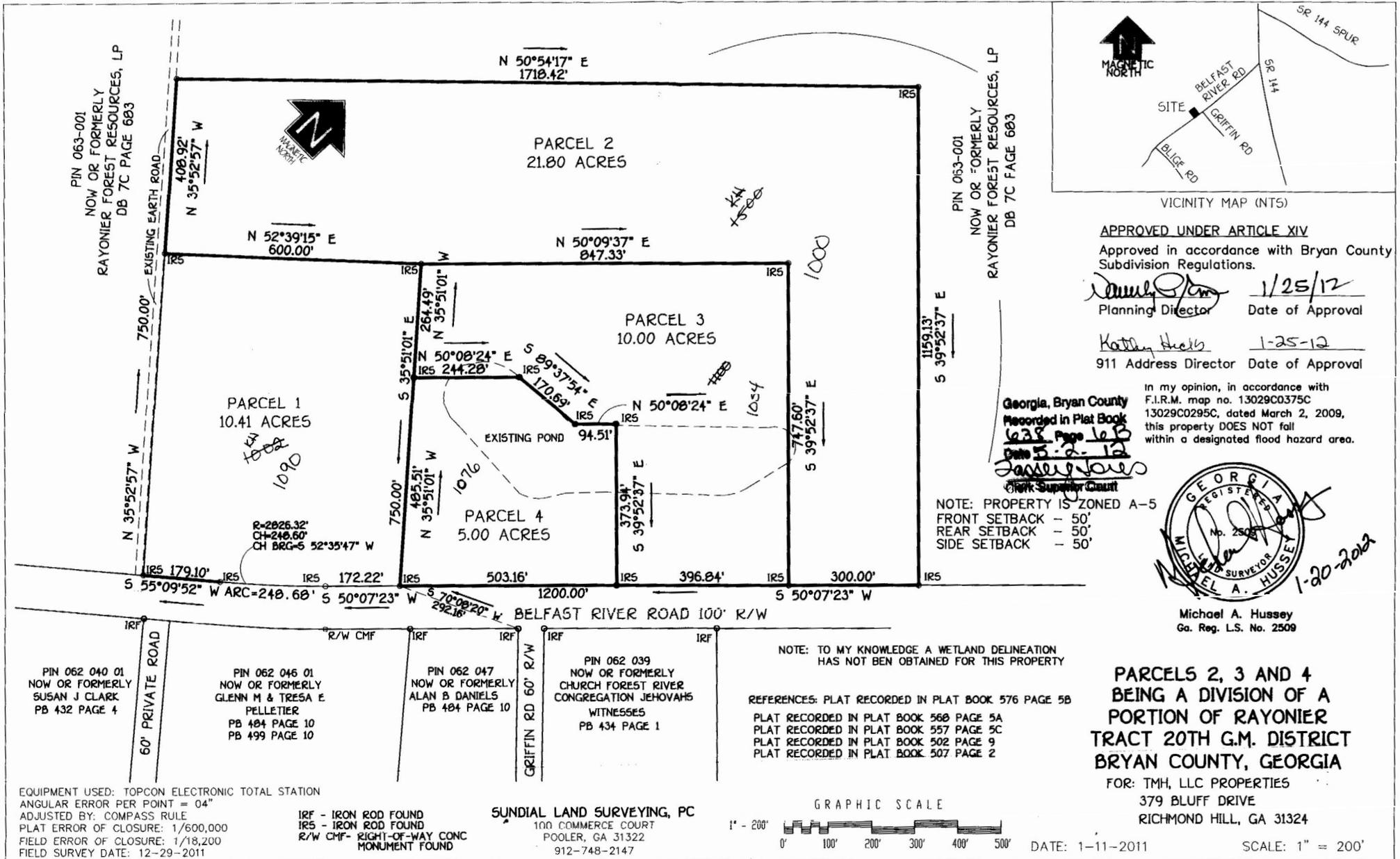


— Interstate, U.S. & State Highways, & Other Major Roads  
— Roads  
 Subject Parcels 062-141, 062-142, & 062-143  
 Parcels

A-5 - AGRICULTURAL  
 A-5 COND - CONDITIONAL USE  
 AR-2.5 - AGRICULTURAL RESIDENTIAL  
 MULTI DM - MULTIPLE DUNES and MARSHLANDS  
 PUD - PLANNED UNIT DEVELOPMENT  
 R-1 - SINGLE FAMILY RESIDENTIAL  
 R-1 COND - CONDITIONAL USE



# "Exhibit C-5"

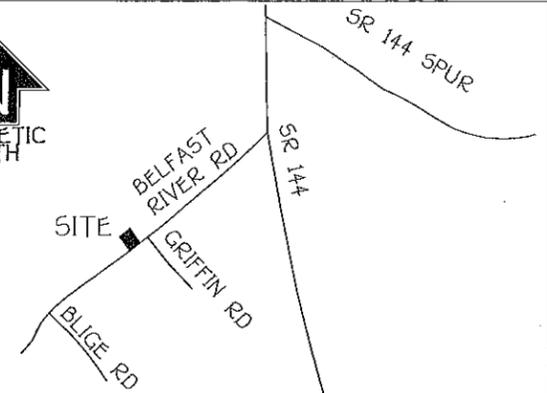


FILED  
7/3/2014  
BRYAN COUNTY  
CLERK BECKY CROWE



NO	RADIUS	ARC LENGTH	TANGENT	CHORD BRG	CHORD
C1	2826.32	248.68	124.42	S52°35'47"W	248.60
C2	2826.32	127.78	63.90	S51°22'15"W	127.77
C3	2826.32	120.90	60.46	S53°53'30"W	120.89

PARCEL 2  
21.80 ACRES



VICINITY MAP (NT5)

APPROVED UNDER ARTICLE XIV  
Approved in accordance with Bryan County  
Subdivision Regulations.

*Kirk D. Coarn* 6.26.14  
Planning Director Date of Approval

*Lisa Berger* 6/26/14  
911 Address Director Date of Approval

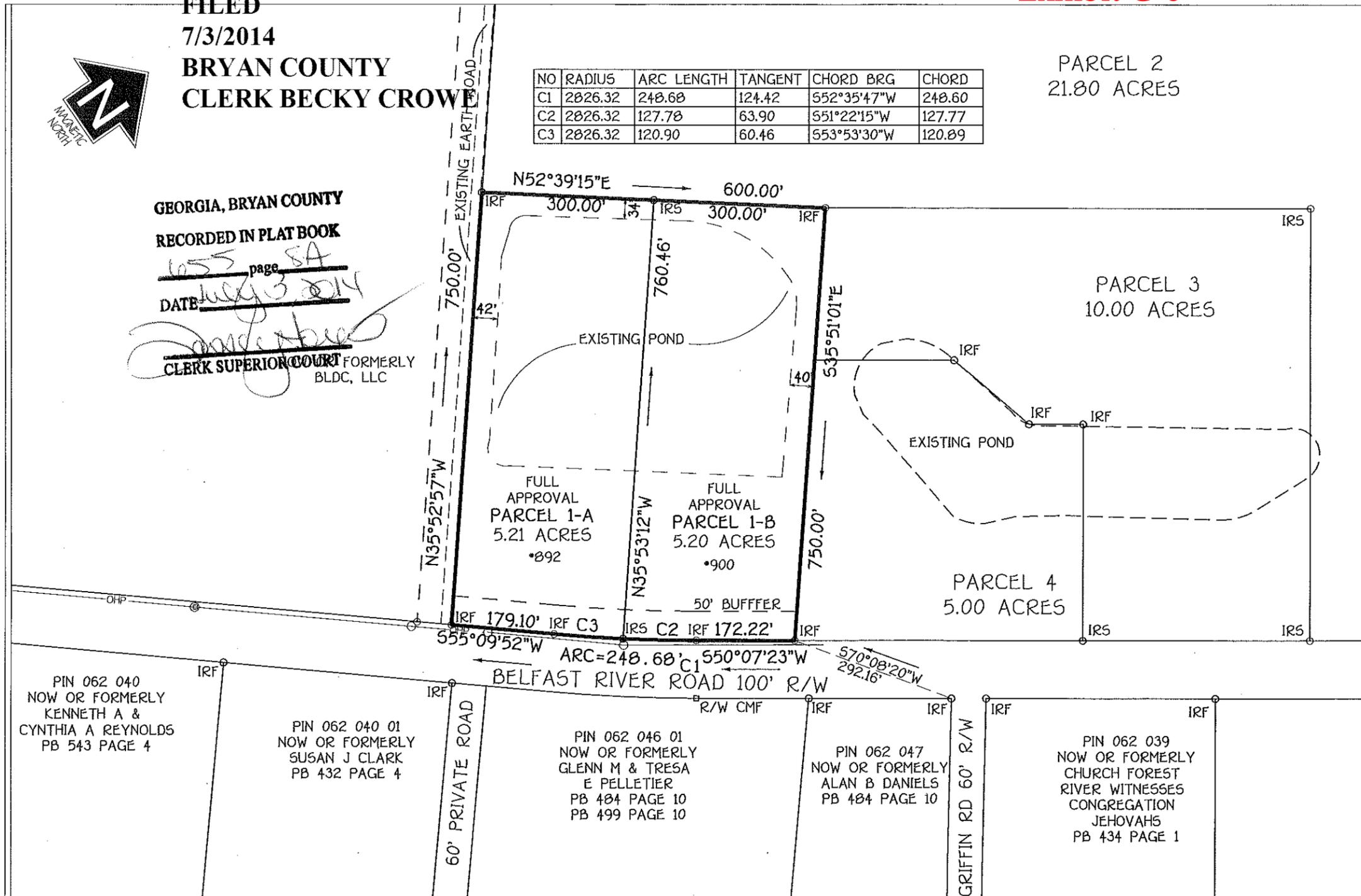
NOTE: PROPERTY IS ZONED A-5  
FRONT SETBACK - 75'  
REAR SETBACK - 50'  
SIDE SETBACK - 50'

In my opinion, in accordance with  
F.I.R.M. map no. 13029C0375C, dated  
March 2, 2009, this property DOES  
NOT fall within a designated flood  
hazard area.

To my knowledge a wetland delineation has not  
been obtained for this property.  
This property may contain wetlands.  
Any wetlands are under the jurisdiction of the u.s.  
army corps of engineers. lot owners and the  
developer are subject to penalty by law for  
disturbance to these protected areas without  
proper permit application and approval.

**SUBDIVISION SURVEY  
BEING A SUBDIVISION OF PARCEL 1,  
20TH G.M. DISTRICT, BRYAN  
COUNTY, GEORGIA**

GEORGIA, BRYAN COUNTY  
RECORDED IN PLAT BOOK  
page 5A  
DATE July 3 2014  
CLERK SUPERIOR COURT FORMERLY  
BLDC, LLC



PIN 062 040  
NOW OR FORMERLY  
KENNETH A &  
CYNTHIA A REYNOLDS  
PB 543 PAGE 4

PIN 062 040 01  
NOW OR FORMERLY  
SUSAN J CLARK  
PB 432 PAGE 4

PIN 062 046 01  
NOW OR FORMERLY  
GLENN M & TRESA  
E PELLETIER  
PB 484 PAGE 10  
PB 499 PAGE 10

PIN 062 047  
NOW OR FORMERLY  
ALAN B DANIELS  
PB 484 PAGE 10

PIN 062 039  
NOW OR FORMERLY  
CHURCH FOREST  
RIVER WITNESSES  
CONGREGATION  
JEHOVAHS  
PB 434 PAGE 1

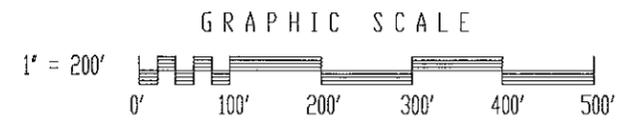


Michael A. Hussey  
Ga. Reg. L.S. No. 2509

- REFERENCES:  
PLAT BOOK 452 PAGE 9  
PLAT BOOK 532 PAGE 2  
PLAT BOOK 634 PAGE 10A  
PLAT BOOK 638 PAGE 6B  
DEED BOOK 1032 PAGE 114

- IRF - IRON ROD FOUND  
IRS - IRON ROD FOUND  
CMF - CONC MONUMENT FOUND

Error Of Closure (Plat): 1/1,378,840  
Error Of Closure (Field): 1/42,550  
Field Survey Date: 2-04-2014  
Angular Error: 2" Per Point  
Total Area: 10.41 Acre  
Total No. Lots: 2  
Equipment Used: Sokkia Set 5 2" Total Station



SUNDIAL LAND SURVEYING, PC  
LSF000957  
100 COMMERCE COURT  
POOLER, GA 31322  
912-748-2147

FOR: RICHMOND HILL  
EARTHWORKS LLC  
P O BOX 486  
RICHMOND HILL, GA 31324

DATE: 6-24-2014 SCALE: 1" = 200'





# "Exhibit C-9"



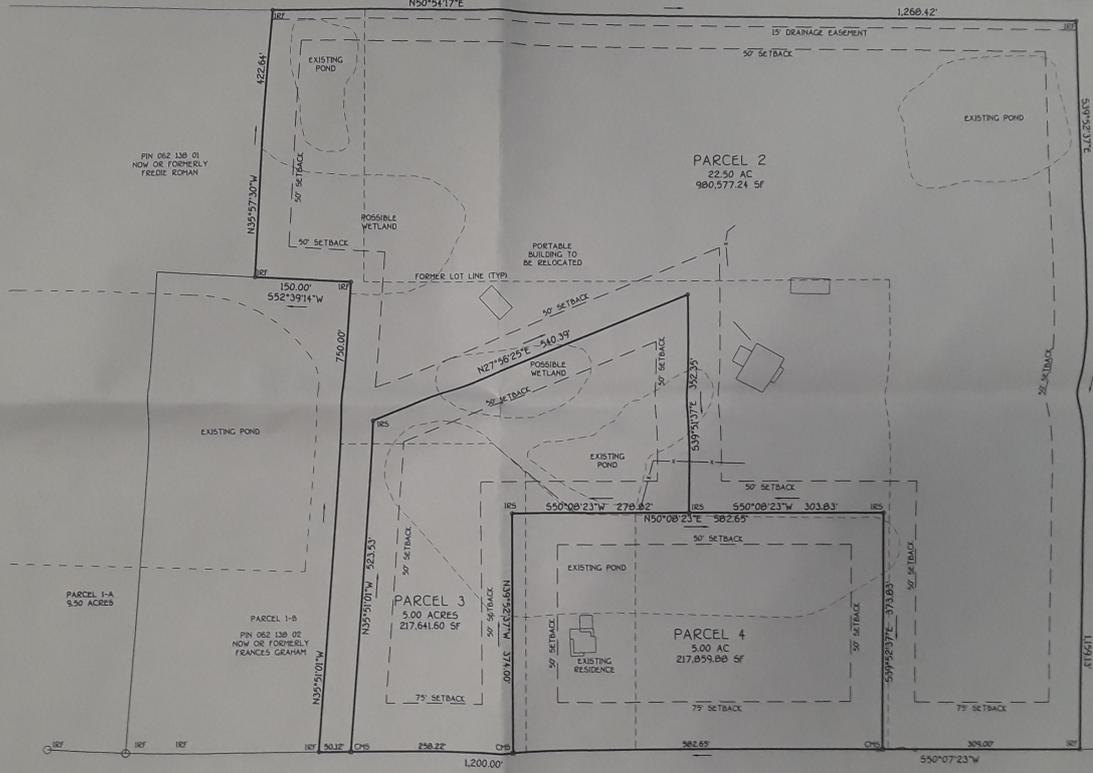
PIN 055 060  
 NOW OR FORMERLY  
 BAYDENT LLC  
 C/O BAYDENT TAX SERV  
 LARSON & MCGOWAN LLC

**APPROVED UNDER ARTICLE XIII**  
 Approved in accordance with Bryan County  
 Subdivision Regulations.  
 [Signature] 5/22/19  
 Bryan County Planning Director Date  
 [Signature] 8-22-19  
 Bryan County 911 Director Date

- NOTES:**
- THE PURPOSE OF THIS SURVEY IS TO RECOMBINE THREE EXISTING PARCELS ADJUSTING VARIOUS LOT LINES.
  - TO MY KNOWLEDGE A WETLAND DELINEATION HAS NOT BEEN PERFORMED ON THIS PROPERTY.
  - ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.
  - IN MY OPINION, IN ACCORDANCE WITH F.I.S.M. MAP NO. 130000020 AND NO. 130000030 DATED AUGUST 2, 2008, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARDOUS AREA.
  - DEVELOPMENTS SHALL BE A MINIMUM OF 350' APART.
  - WATER TO BE PROVIDED BY INDIVIDUAL WELL AND SEWER BY INDIVIDUAL SEWER DISPOSAL SYSTEM.
  - PARCEL 2 CANNOT BE FURTHER SUBDIVIDED UNDER THE PROVISIONS OF SECTION 50.0 OF THE BRYAN COUNTY SUBDIVISION ORDINANCE AS AN EXISTING LOT OF RECORD WITH NON-CONTIGUOUS ROAD FRONTAGES. AS THE NON-CONTIGUOUS ROAD FRONTAGES WAS NOT CREATED PRIOR TO JUNE 3, 1975, ANY FURTHER SUBDIVISION OF PARCEL 2 WILL REQUIRE EACH NEW LOT CREATED TO MEET THE MINIMUM FOOTAGE REQUIREMENTS FOR THE ZONING DISTRICT IN WHICH IT IS LOCATED.

NOTE: PROPERTY IS ZONED A-5  
 FRONT SETBACK - 75'  
 REAR SETBACK - 50'  
 SIDE SETBACK - 50'

**SURVEYORS CERTIFICATION**  
 As required by subsection 10 of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by the applicable local jurisdiction that requires prior approval for recording this type of plat as shown in the statements and signature blocks. Such approvals or attestations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat to be intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



BELFAST RIVER ROAD 100' R/W

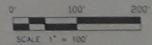


Error Of Closure @1st 1/871.325  
 Error Of Closure @2nd 1/262.500  
 Final Survey Date 03-31-2019  
 Angular Error: 2" Per Point  
 Total Area 32.50 Acres  
 Total No. Lots 3  
 Equipment Used Sokkia Set 5 2" Total Station

PLATS AND DEEDS  
 PLAT BOOK 638 PAGE 68  
 PLAT BOOK 637 PAGE 78  
 DEED BOOK 1234 PAGE 167

120

SUNDIAL LAND SURVEYING PC  
 18700957  
 15908 KING GEORGE BLVD SUITE 5  
 SAVANNAH, GA 31419  
 912-235-4177



**RECOMBINATION SURVEY**  
 BEING A RECOMBINATION OF PARCEL 2,  
 PARCEL 3 AND PARCEL 4, 20TH GM.  
 DISTRICT, BRYAN COUNTY, GEORGIA,  
 FOR

TRM, LLC PROPERTIES LLC  
 379 BULLITT DRIVE  
 RICHMOND HILL, GA 31324

# “D” Exhibits – Public Comment

**BRYAN COUNTY BOARD OF ADJUSTMENT**

**CASE V#330-19**

Public Hearing Date: September 3, 2019

REGARDING THE APPLICATION OF: Seth Norwood, William Norwood, LLC, is requesting a variance for property located at 300 Bryan Fisherman’s Co-Op Road, PIN# 063 01 085 001. The applicant is requesting a variance in order to subdivide a parcel created after November 1995.	Staff Report  By Sara Farr-Newman  Dated: August 27, 2019
--	---

**I. Application Summary**

**Requested Action:** Public hearing and consideration of a variance requested by Seth and William Norwood to in order to complete a private road lot split for six lots from a parcel created after November 1995.

**Owner:** Seth Norwood  
William Norwood, LLC  
P.O. Box 472  
Richmond Hill, GA 31324

**Applicable Regulations:**

- The State of Georgia, Title 36. Local Government Provisions Applicable to Counties and Municipal Corporations, Chapter 66. Zoning Procedures, Georgia Code O.C.G.A. 36-66
- Appendix A – Subdivisions, Article XIII – Minor Subdivisions, Section 1301(a)
- Appendix B – Zoning, Article V – Appeals, Variances, and Administrative Relief. Per the County Ordinance, a 4/5 majority is required to approve a variance.

**II. General Information**

**1. Application:** A variance application was submitted by Seth Norwood on August 9, 2019. After reviewing the application, the Director certified the application as being generally complete on August 15, 2019.

**2. Notice:** Public notice for this application was as follows:

A. Legal notice was published in the Bryan County News on August 15, 2019.

B. Notice was mailed on August 19, 2019 to surrounding landowners within 300' of the exterior boundaries of the property.

D. An on-site notice was posted on August 19, 2019.

**3. Background:**

This property consists of 10 acres and is located off of Bryan Fisherman's Co-Op Road. It was rezoned AR-1.5 on June 11, 2019 and is currently vacant. The applicant also received a variance for a private road longer than 300 feet on July 2, 2019 (V#322-19). The applicant plans to subdivide the property into a maximum of 6 lots, a minimum of 1.5 acres each.

4. **Requested Variance:** Per Appendix A, Article XIII, Section 1303(a) of the Bryan County Code of Ordinances, private road lot splits are permitted for up to six (6) buildable lots or parcels from a single parcel created prior to November 7, 1995. The parcel being split was created on March 20, 2015, so it does not comply with the standard. They are request a total of six lots.

5. **Exhibits:** The following Exhibits are attached hereto as referenced. All application documents were received at the Bryan County Community Development office on August 9, 2019, unless otherwise noted.

**"A" Exhibits- Application:**

A-1 Variance Application

A-2 Plat

**"B" Exhibits- Agency Comments:**

None Provided

**"C" Exhibits- Bryan County Supplements**

C-1 Overview Map

C-2 Location Map

C-3 Notification Map

C-4 Zoning Map

**"D" Exhibits- Public Comment:**

None received

### III. Analysis Under Section 9, Article V. – Appeals, Variances and Administrative Relief - Variances:

**Review Criteria:** A variance may be granted by the Board of Adjustment if it finds that:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

**Staff Findings:** Hardships are generally defined by extraordinary and exceptional conditions pertaining to the physical condition of a lot which would prevent it from being used or developed in compliance with the requirements of the zoning ordinance. In this case, the applicant purchased the lot after it had been subdivided in 2015 with the intention to subdivide the parcel. Additionally a rezoning was previously approved for the property that would allow the subdivision of the property. The Interim Development Ordinance established this new standard for private road lot splits. The intent of this ordinance is to limit the number of parcels being served by a private dirt/unpaved road. The applicant is agreeing to pave the road, and it would be a hardship to hold the applicant to the limited number of lots when he will be making a significant investment in improving the infrastructure, which fulfills the County's goal of limiting the expansion or further development of unpaved/unimproved roads.

2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance.

**Staff Findings:** The lot is 10 acres in size, which exceeds the minimum requirements of the AR-1.5 zoning district. The shape and rezoning of the property can be considered hardships as not allowing a subdivision would make the property difficult to use.

3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

**Staff Findings:** The hardship is not a result of actions taken by the applicant.

4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

**Staff Findings:** The requested variance is in keeping with the intent of the ordinance. The applicant is proposing to pave the road and enter into a maintenance agreement. The intent of the ordinance is to limit the creation of unpaved roads that are unlikely to be maintained by limiting private road lot splits.

#### **IV. Staff Recommendation**

Staff recommends approving the requested variance from Article XIII, Section 1303(a) of the Subdivision Ordinance.

#### **V. Board of Adjustment Decision**

**Decision:** The Board of Adjustment may approve the variance as requested, or it may approve the variance requested subject to conditions, or it may deny the requested variance.

The Board of Adjustment may continue the hearing for additional information from the applicant, additional public input or for deliberation.

► **Motion Regarding Decision:** Having considered the evidence in the record, upon motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_, and by vote of \_\_ to \_\_, the Board of Adjustment hereby approves as proposed/approves with provisions/denies the proposed variance.

# “A” Exhibits – Application

Bryan County  
Board of Commissioners

"Exhibit A-1"



Community Development Department

VARIANCE APPLICATION

Refer to Article V, Section 501 of the Zoning Regulations for additional information regarding Variance requirements.

Application Fee: \$150.00

Applicant:

- Property Owner
- Authorized Agent

Applicant Name: William Norwood LLC  
 Address: P.O. Box 472  
 City: Richmond Hill State: GA Zip: 31324  
 Phone: 912-312-5532 Email: wnorwoodconstruction@gmail.com

Property Owner (if not applicant): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Property Information: General Location: 300 Bryan Fishermans COOP Rd  
 PIN Number (Map & Parcel): 063 01 085 001 Current Zoning District(s): \_\_\_\_\_

What section of the Subdivision or Zoning Code are you requesting a variance for? \_\_\_\_\_

Description of Variance Requested: To allow a private road lot split on property divided post 1995

Applicant Certification: I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision, and that I have answered all of the questions contained herein and know the same to be true and correct.

[Signature]  
 Applicant Signature

8-8-19  
 Date

FOR OFFICE USE ONLY

Case #: V#330-19 Date Received: 8-9-19  Fee Paid Initial: JM

### Variance Review and Timing

The typical process and timeframe for reviewing variance applications is as follows. The 15-day review period will not begin until the submitted application is certified as being complete.

Completeness Review	5 business days after Application Submittal
Planning & Zoning (P&Z) Commission Public Hearing	30-60 days after Completeness Certification

### Variance Application Checklist

The following information must be included with your submittal. Any omission of the items below will result in a delay of your request. Place a check next to each item included with your submission.

- Completed Application ✓
- Proof of Ownership ✓
- Verification of Paid Taxes *use from other app*
- Disclosure Statement ✓
- N/A* Authorization by Property Owner *N/A*
- Written narrative justifying request under the Variance Criteria ✓
- One (1) 8 ½ x 11 inch, and One (1) full size copy of the proposed site plan prepared in accordance with the Site Plan Checklist or residential plot plan prepared in accordance with the Residential Plot Plan Checklist ✓

**Applicant Acknowledgement:** 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.

  
\_\_\_\_\_  
Applicant Signature

*8-8-19*  
\_\_\_\_\_  
Date

Variance Criteria

Variances may only be granted if it is found that the application meets the criteria below. A separate sheet(s) of paper may be used if additional space is needed.

- 1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property;

Yes, the property would be unusable for the purposes it was rezoned ~~to~~ to accomodate.

- 2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public may not be the basis for granting a variance;

The hardship stems from the date of the property was divided from its mother parcel.

- 3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify granting a variance shall not be regarded as a self-created hardship.

The hardship stems from an ~~ordinance~~ ordinance dating back to 1995

- 4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

Yes the Variance is consistent with the spirit, purpose and intent in that it maintains a high standard and appeal to the community from a residential aspect and quality standard.

If you have questions, contact the Community Development Department at one of our office locations.

51 North Courthouse Street  
Pembroke, GA 31321  
Phone: 912-653-3893  
Fax: 912-653-3864

66 Capt. Matthew Freeman Drive  
Richmond Hill, GA 31324  
Phone: 912-756-3177  
Fax: 912-756-7951

FOR OFFICE USE ONLY

Completeness Certified: 8/15/19<sup>SEP</sup> P&Z Public Hearing Date: 9/3/19

STATE OF GEORGIA  
COUNTY OF Bryan

**WARRANTY DEED**

THIS INDENTURE made this 22 day of JUNE, 2019, between

**Kevin W. Smith ,**

as party or parties of the first part, hereinafter called Grantor, and

**William Norwood, LLC,**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN BRYAN COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED AS TRACT A-A, 10.0 ACRES, AS SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN AFORESAID RECORDS IN PLAT BOOK 662, PAGE 4-A, TO WHICH SPECIFIC REFERENCE IS MADE AND INCORPORATED HEREIN.

SUBJECT, TO THOSE CERTAIN COVENANTS, RESTRICTIONS AND OTHER MATTERS CONTAINED IN THAT CERTAIN DEED TO TMH, LLC, RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 856, AS MORE FULLY SET FORTH IN SAID DEED AND IN THAT CERTAIN DEED IN FAVOR OF KEVIN M. SMITH RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 865. BOTH DEEDS ARE INCORPORATED HEREIN.

MORE COMMONLY KNOWN AS 300 BRYAN FISHERMANS COOP ROAD, RICHMOND HILL, GA 31324  
MAP/PARCEL 063 02 085 001

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.

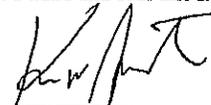
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

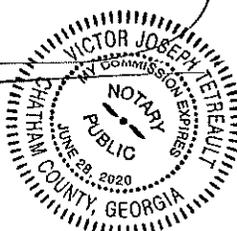
Notary Public  
My commission expires

[Attach Notary Seal]

  
\_\_\_\_\_  
Kevin W. Smith (Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)



**RECORDATION REQUESTED BY:**

Colony Bank  
Savannah HWY 17  
115 S Grant ST  
PO Box 989  
Fitzgerald, GA 31750

**WHEN RECORDED MAIL TO:**

Colony Bank  
Savannah HWY 17  
115 S Grant ST  
PO Box 989  
Fitzgerald, GA 31750

**SEND TAX NOTICES TO:**

Colony Bank  
Savannah HWY 17  
115 S Grant ST  
PO Box 989  
Fitzgerald, GA 31750

Tetreault & Associates, LLC  
300 E Montgomery Crossroads, Suite B  
Savannah, Ga 31406



\*2515\*

**SECURITY DEED**

**THIS SECURITY DEED dated June 25, 2019, is made and executed between William Norwood, LLC, whose address is PO Box 472, Richmond Hill, GA 31324-0472 (referred to below as "Grantor") and Colony Bank, whose address is 115 S Grant ST, PO Box 989, Fitzgerald, GA 31750 (referred to below as "Lender").**

**GRANT OF SECURITY DEED.** FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in Bryan County, State of Georgia and is described as follows:**

**See Exhibit A, which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.**

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof; and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

**The Real Property or its address is commonly known as 10 Acres +/- at 300 Bryan Fishermans Coop Rd, Richmond, GA 31324.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Security Deed secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Security Deed secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Security Deed secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

**THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS**

**SECURITY DEED  
(Continued)**

Page 2

UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$221,250.00 WHICH HAS THE MATURITY DATE OF JUNE 25, 2020, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAYED WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the

**SECURITY DEED  
(Continued)**

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Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for the Existing Indebtedness referred to in this Security Deed or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Security Deed:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Security Deed, to the extent compliance with the terms of this Security Deed would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Security Deed for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

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(Continued)**

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**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Security Deed:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Security Deed:

**Existing Lien.** The security interest arising under this Security Deed securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any security deed, mortgage, deed of trust, or other security agreement which has priority over this Security Deed by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**Assignment of Proceeds.** Grantor hereby transfers and assigns to Lender any and all proceeds, in excess of the amount required to satisfy the Existing Indebtedness, which may be or become payable by reason of foreclosure under the Existing Indebtedness. Grantor further authorizes, directs and instructs that any and all such proceeds be paid directly to Lender and not to Grantor, up to the full extent required to satisfy the Indebtedness, and Grantor hereby releases and relinquishes any and all right, title, interest and claims in and to such proceeds to that extent. The term "foreclosure" as used in this paragraph shall mean or include, without limitation, foreclosure of all or any part of the Property by exercise of any power of sale contained in the Existing Indebtedness, judicial foreclosure, conveyance in lieu of foreclosure, or other means.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Security Deed:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the

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condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Default will occur if payment of the Indebtedness in full is not made immediately when due.

**LENDER'S REMEDIES AND POWER OF SALE.** Upon Default Lender shall have the following rights, powers, and remedies:

**Accelerate Indebtedness.** Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

**Entry and Possession.** Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof;

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hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

**Collection of Rents.** Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

**Payments.** Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

**Other Remedies.** Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

**Appointment of Receiver.** Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the Insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

**UCC Remedies.** With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

**Power of Sale.** Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to Default under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

**Cumulative Remedies.** All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the Indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

**Attorneys' Fees; Expenses.** If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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**NOTICES.** Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Security Deed:

**Amendments.** This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

**Governing Law.** This Security Deed will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ben Hill County, State of Georgia.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

**Merger.** There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Security Deed.

**Waiver of Notice and Hearing and Homestead Exemption.** Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the Indebtedness, or any part of the Indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words

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(Continued)**

and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means William Norwood, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Security Deed in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Security Deed.

**Grantor.** The word "Grantor" means William Norwood, LLC.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Security Deed.

**Lender.** The word "Lender" means Colony Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated June 25, 2019, in the original principal amount of \$221,250.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 25, 2020.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Security Deed.** The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

SECURITY DEED  
(Continued)

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

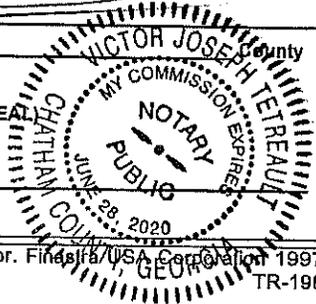
Signed, Sealed and Delivered in the presence of:

X \_\_\_\_\_  
Unofficial Witness

Notary Public, \_\_\_\_\_

(NOTARY SEAL)

My Commission expires: \_\_\_\_\_



GRANTOR:

WILLIAM NORWOOD, LLC

By: \_\_\_\_\_ (Seal)  
William G. Norwood, III, Manager/Member of  
William Norwood, LLC

By: \_\_\_\_\_ (Seal)  
Seth A. Norwood, Member of William  
Norwood, LLC

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN BRYAN COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED AS TRACT A-A, 10.0 ACRES, AS SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN AFORESAID RECORDS IN PLAT BOOK 662, PAGE 4-A, TO WHICH SPECIFIC REFERENCE IS MADE AND INCORPORATED HEREIN.

SUBJECT, TO THOSE CERTAIN COVENANTS, RESTRICTIONS AND OTHER MATTERS CONTAINED IN THAT CERTAIN DEED TO TMH, LLC, RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 856, AS MORE FULLY SET FORTH IN SAID DEED AND IN THAT CERTAIN DEED IN FAVOR OF KEVIN M. SMITH RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 865. BOTH DEEDS ARE INCORPORATED HEREIN.

MORE COMMONLY KNOWN AS 300 BRYAN FISHERMANS COOP ROAD,  
RICHMOND HILL, GA 31324  
MAP/PARCEL 063 02 085 001

Bryan County  
Board of Commissioners

Community Development Department



**VERIFICATION OF PAID TAXES**

\_\_\_\_\_ The undersigned verifies that all Bryan County property taxes, billed to date to the parcel listed below, have been paid in full to the Tax Commissioner of Bryan County, Georgia.

\_\_\_\_\_ The undersigned verifies that all Bryan County fire and garbage taxes for the parcel listed below have been paid in full to the Tax Commissioner of Bryan County, Georgia.

063 01 085 001  
Parcel Identification Number

[Signature]  
Signature of Applicant

8-1-19  
Date

**BRYAN COUNTY TAX COMMISSIONER'S USE ONLY**

Payment of all taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below.

Name: Tiffany Dehl

Title: Tax Clerk

Signature: [Signature]

Date: 8.1.19

**IF APPLYING FOR A MOBILE HOME PERMIT, PLEASE COMPLETE THE FOLLOWING:**

Manufactured Home: \_\_\_\_\_ Make  
\_\_\_\_\_ Model  
\_\_\_\_\_ Year  
\_\_\_\_\_ Serial #

\_\_\_\_\_ The undersigned verifies that a current Bryan County Decal has been issued for the mobile home referenced above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bryan County  
Board of Commissioners



Community Development Department

DISCLOSURE STATEMENT

Title 36, chapter 67A-3 of O.C.G.A. requires that when any applicant for rezoning action has made, within two years immediately preceding the filing of the applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, to file a disclosure report.

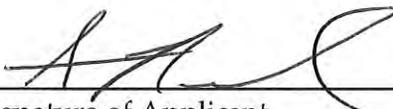
- No, I have not made any campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.
- Yes, I have made campaign contributions to County Officials voting on this application exceeding \$250 in the past two years.

To Whom: \_\_\_\_\_

Value of Contribution: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

I have read and understand the above and hereby agree to all that is required by me as the applicant.

  
\_\_\_\_\_  
Signature of Applicant

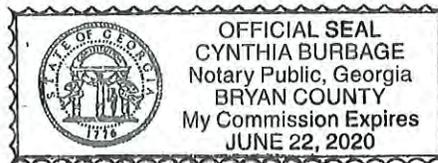
Personally appeared before me

\_\_\_\_\_  
Applicant (Print)

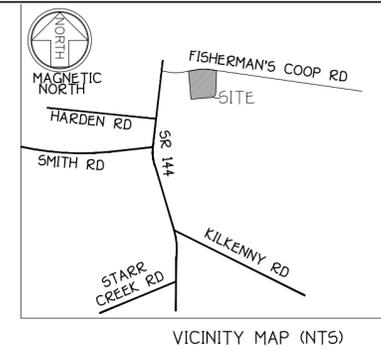
Who on oath deposes and says that the above is true to the best of his or her knowledge and belief.

This 8 day of August 2019

Cynthia Burbage  
\_\_\_\_\_  
Notary Public

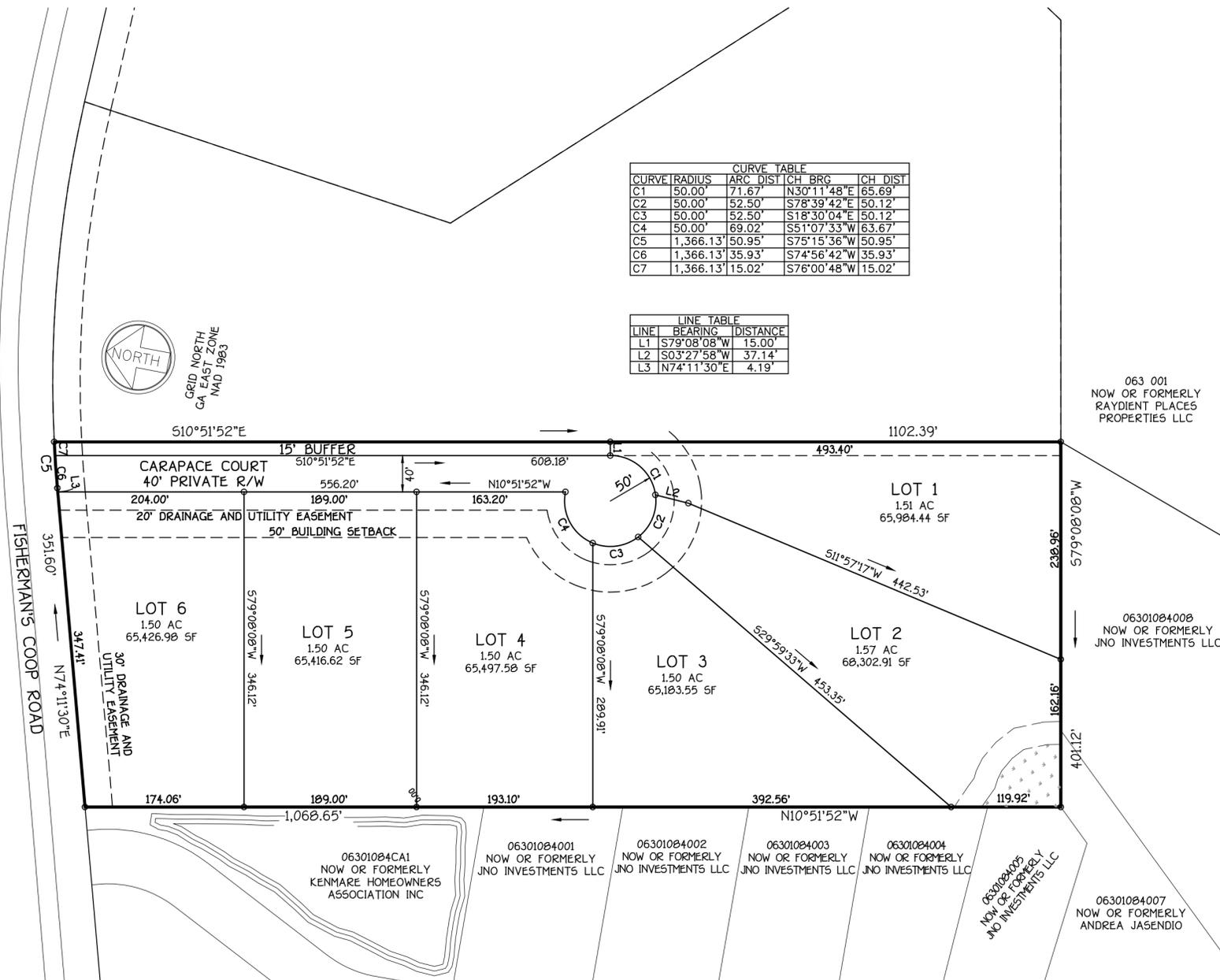


"Exhibit A-2"



CURVE	RADIUS	ARC DIST	CH BRG	CH DIST
C1	50.00'	71.67'	N30°11'48"E	65.69'
C2	50.00'	52.50'	S78°39'42"E	50.12'
C3	50.00'	52.50'	S18°30'04"E	50.12'
C4	50.00'	69.02'	S51°07'33"W	63.67'
C5	1,366.13'	50.95'	S75°15'36"W	50.95'
C6	1,366.13'	35.93'	S74°56'42"W	35.93'
C7	1,366.13'	15.02'	S76°00'48"W	15.02'

LINE	BEARING	DISTANCE
L1	S79°08'08"W	15.00'
L2	S03°27'58"W	37.14'
L3	N74°11'30"E	4.19'



**SURVEYORS CERTIFICATION**

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



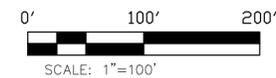
Michael A. Hussey  
Ga. Reg. L.S. No. 2509

**SPECIAL NOTES:**

- Bryan County will not maintain, repair or replace any Private Roads and Drainage Systems. The responsibility for such maintenance, repair or replacement is addressed in a Maintenance Agreement between the Developer of the Subdivision and the purchasers of Lots within the Subdivision. Any purchasers of Lots within this Subdivision are urged to carefully review such Maintenance Agreement to determine the party or parties responsible for the maintenance of the Private Roads and Drainage Systems and the source of the funds to provide such maintenance.
- No building permits will be issued for any construction until the private road is constructed in accordance the road detail on the approved plans.

**NOTES:**

- THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THIS PROPERTY INTO 6 SINGLE FAMILY RESIDENTIAL LOTS.
- THIS PROPERTY IS ZONED AR-1.5.
- WETLANDS SHOWN ARE BASED ON SOIL SCIENTIST LOCATION AND HAVE NOT BEEN VERIFIED BY THE U.S. ARMY COE.
- ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U. S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.
- IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13029C0295D AND NO. 13029C0375D DATED AUGUST 2, 2018, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARD AREA.
- WATER TO BE PROVIDED BY INDIVIDUAL WELL AND SEWER BY INDIVIDUAL SEWAGE DISPOSAL SYSTEM.
- THIS PARCEL MAY NOT BE SUBDIVIDED AGAIN UNDER ARTICLE XIII AS APPROVED.
- ALL PROPERTY CORNERS ARE MONUMENTED USING  $\frac{3}{8}$ " IRON REBAR SET UNLESS OTHERWISE SHOWN.



Error Of Closure (Plat): 1/871,326  
Error Of Closure (Field): 1/32,500  
Field Survey Date: 07-31-2019  
Angular Error: 2" Per Point  
Total Area: 10.00 Acres  
Total No. Lots: 6  
Equipment Used: Sokkia Set 5 2" Total Station

**PLATS AND DEEDS:**  
PLAT BOOK 638 PAGE 6B  
PLAT BOOK 657 PAGE 7B  
DEED BOOK 1294 PAGE 907

**SUNDIAL LAND SURVEYING, PC**  
LSF000957  
1190B KING GEORGE BLVD  
SAVANNAH, GA 31419  
912-235-2477

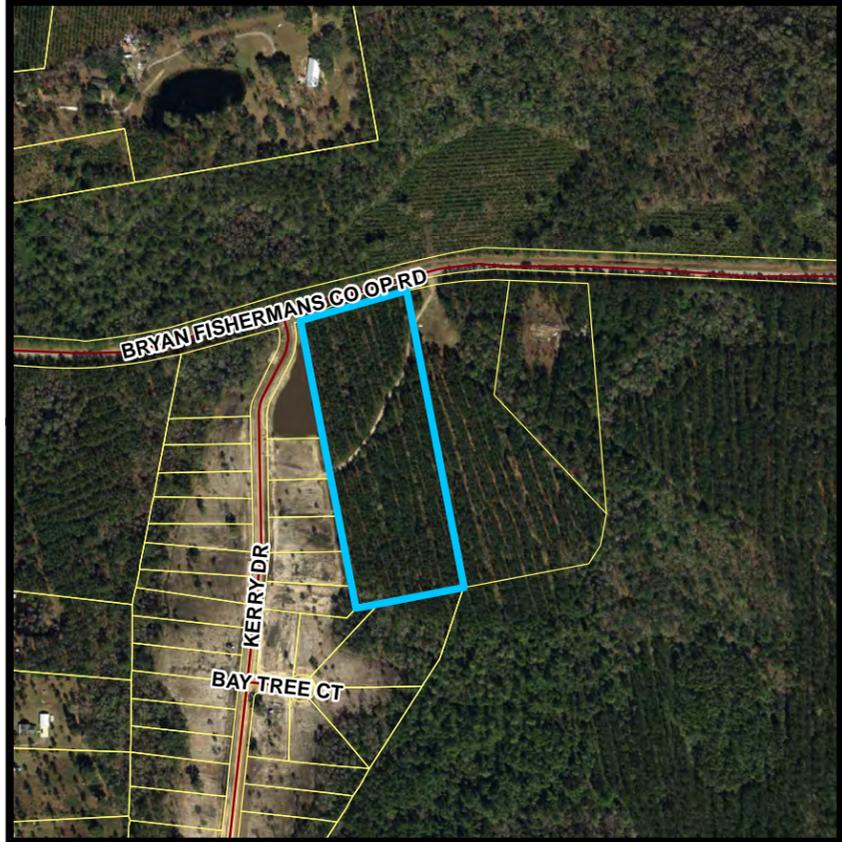
**SETBACKS:**  
FRONT SETBACK - 50'  
REAR SETBACK - 50'  
SIDE SETBACK - 35' INTERIOR  
- 40' STREET

**CASTAWAY COVE**  
PRIVATE SUBDIVISION SURVEY  
BEING A SUBDIVISION OF PARCEL A 10.00  
ACRE PARCEL, 20TH G.M. DISTRICT, BRYAN  
COUNTY, GEORGIA.  
FOR  
NORWOOD CONSTRUCTION

# “B” Exhibits – Agency Comments

# “C” Exhibits – Bryan County Supplements

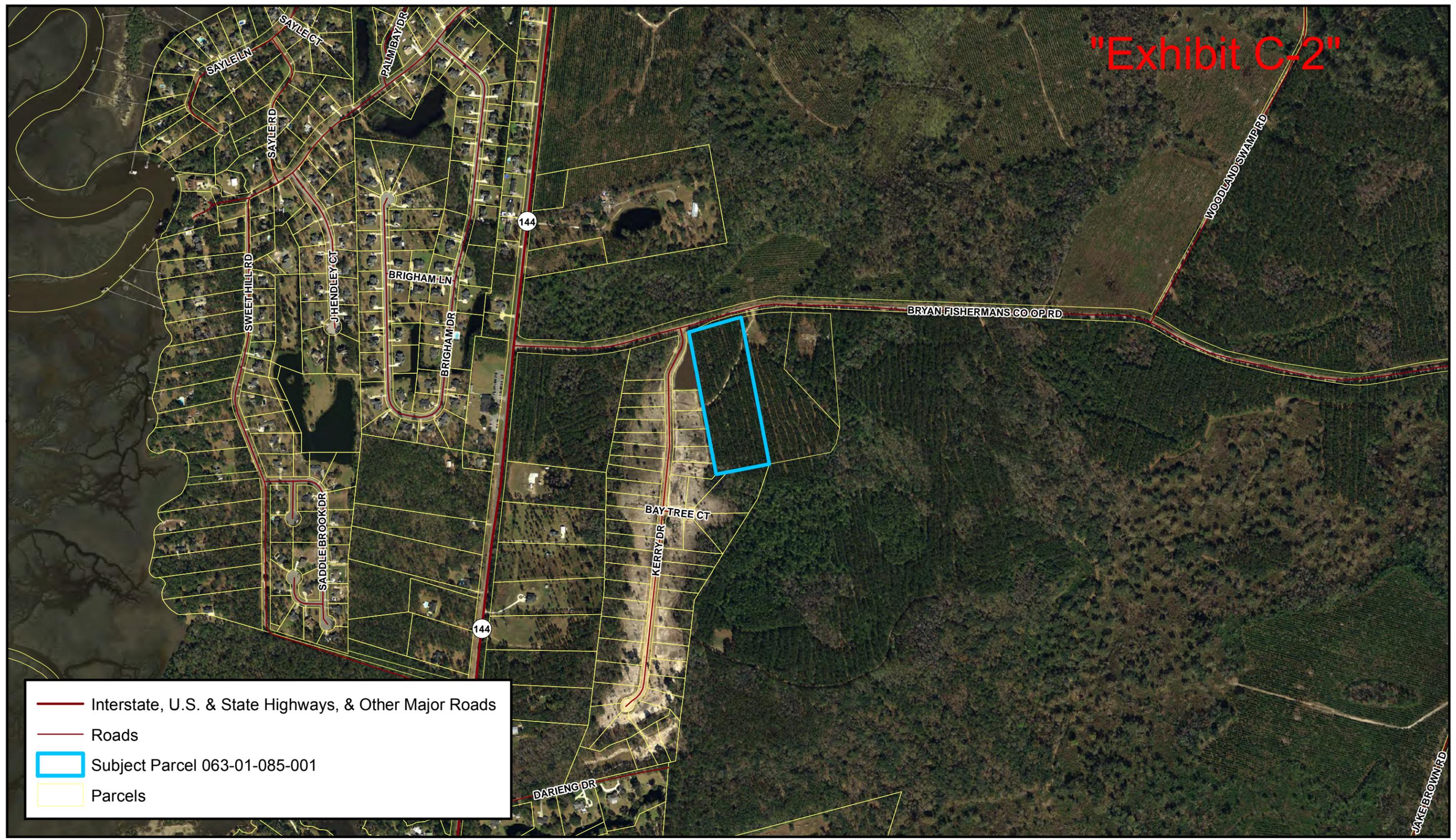
"Exhibit C-1"



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcel 063-01-085-001
- Surrounding Parcels



"Exhibit C-2"



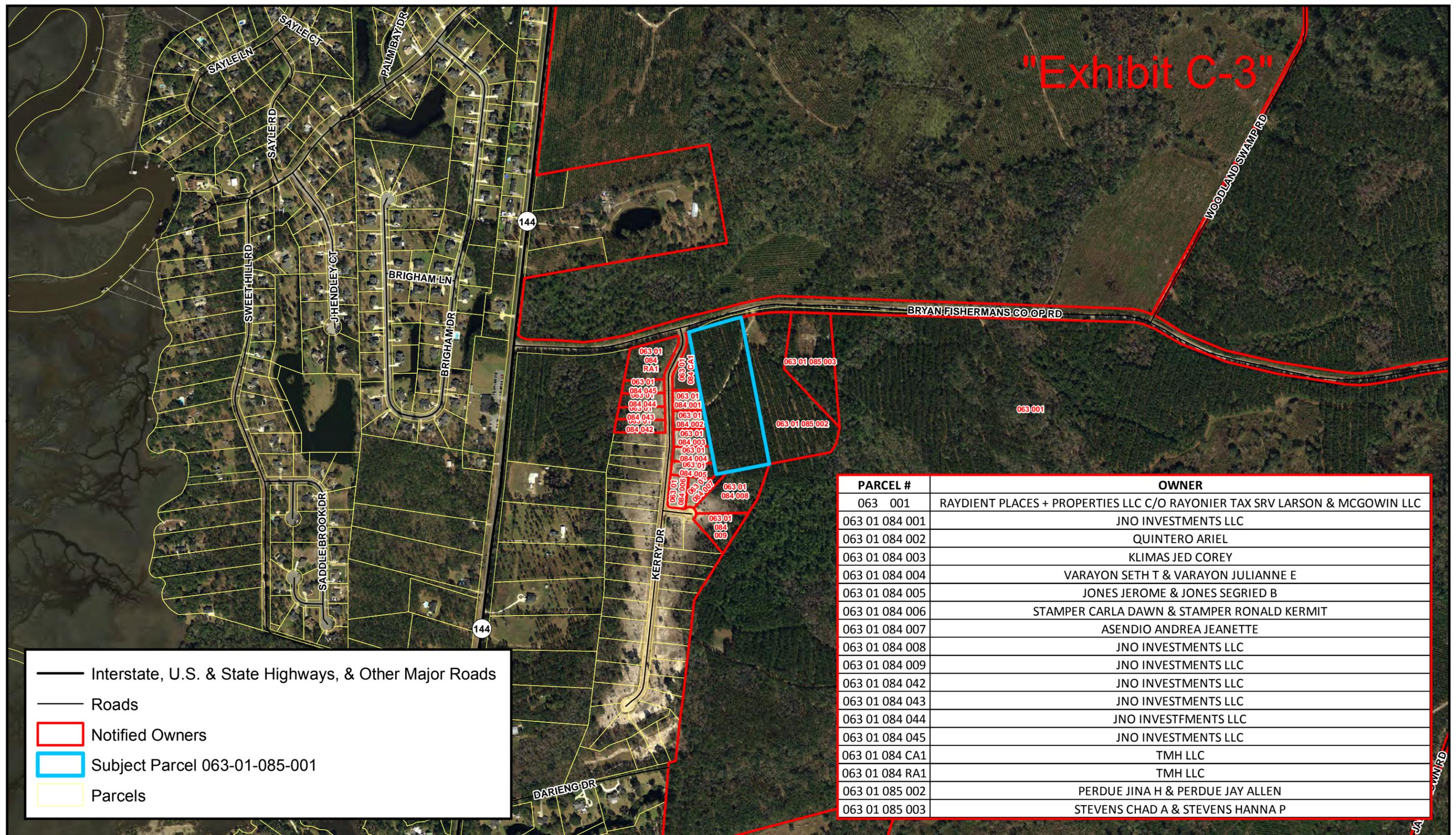
- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcel 063-01-085-001
- Parcels



**Location Map**  
**Seth Norwood/William Norwood LLC**  
**Case V# 330-19**

DISCLAIMER  
 Information represented in this compilation from numerous digital GIS resources is solely for planning and illustration purposes. It is not suitable for site specific decision making. The accuracy of this product is dependent upon the source data and therefore the accuracy cannot be guaranteed. The areas depicted in this GIS Map Product are approximate, and is not necessarily accurate to surveying or engineering standards. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for the information contained therein or if information is used for other than its intended purpose. Reproduction, dissemination, altering this data is not authorized without prior consent. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for modified data.

"Exhibit C-3"



Interstate, U.S. & State Highways, & Other Major Roads  
 Roads  
 Notified Owners  
 Subject Parcel 063-01-085-001  
 Parcels

PARCEL #	OWNER
063 001	RAYDIENT PLACES + PROPERTIES LLC C/O RAYONIER TAX SRV LARSON & MCGOWIN LLC
063 01 084 001	JNO INVESTMENTS LLC
063 01 084 002	QUINTERO ARIEL
063 01 084 003	KLIMAS JED COREY
063 01 084 004	VARAYON SETH T & VARAYON JULIANNE E
063 01 084 005	JONES JEROME & JONES SEGRIED B
063 01 084 006	STAMPER CARLA DAWN & STAMPER RONALD KERMIT
063 01 084 007	ASENDIO ANDREA JEANETTE
063 01 084 008	JNO INVESTMENTS LLC
063 01 084 009	JNO INVESTMENTS LLC
063 01 084 042	JNO INVESTMENTS LLC
063 01 084 043	JNO INVESTMENTS LLC
063 01 084 044	JNO INVESTMENTS LLC
063 01 084 045	JNO INVESTMENTS LLC
063 01 084 CA1	TMH LLC
063 01 084 RA1	TMH LLC
063 01 085 002	PERDUE JINA H & PERDUE JAY ALLEN
063 01 085 003	STEVENS CHAD A & STEVENS HANNA P



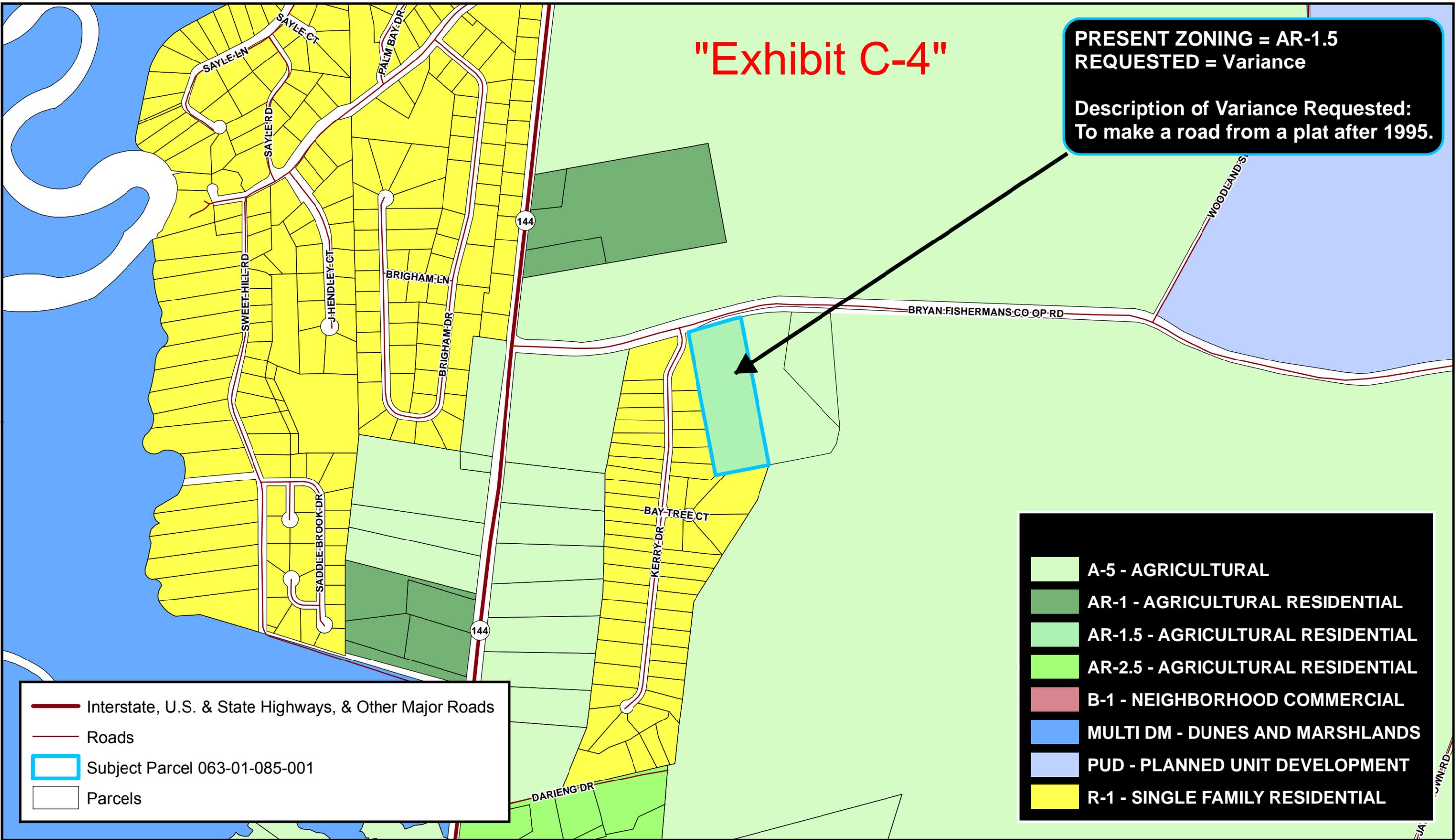
**Notification Map**  
**Seth Norwood/William Norwood LLC**  
**Case V# 330-19**

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# "Exhibit C-4"

**PRESENT ZONING = AR-1.5**  
**REQUESTED = Variance**

**Description of Variance Requested:**  
**To make a road from a plat after 1995.**



— Interstate, U.S. & State Highways, & Other Major Roads  
— Roads  
 Subject Parcel 063-01-085-001  
 Parcels

- A-5 - AGRICULTURAL
- AR-1 - AGRICULTURAL RESIDENTIAL
- AR-1.5 - AGRICULTURAL RESIDENTIAL
- AR-2.5 - AGRICULTURAL RESIDENTIAL
- B-1 - NEIGHBORHOOD COMMERCIAL
- MULTI DM - DUNES AND MARSHLANDS
- PUD - PLANNED UNIT DEVELOPMENT
- R-1 - SINGLE FAMILY RESIDENTIAL



# “D” Exhibits – Public Comment

**BRYAN COUNTY PLANNING & ZONING COMMISSION**

**CASE SD#3128-19**

Public Hearing Date: September 3, 2019

REGARDING THE APPLICATION OF: William Norwood LLC, requesting a private road lot split for property located at 300 Bryan Fisherman’s Co-Op Rd, PIN# 063 01 085 001. The applicant is requesting to subdivide the parcel with a private road.	Staff Report by Sara Farr-Newman Dated: August 27, 2019
--	---

**I. Application Summary**

**Requested Action:** Public hearing and consideration of a private road lot split for Bryan County. The application by William Norwood LLC proposes to create a private road and six lots from parcel PIN# 063 01 085 001, located off of Bryan Fisherman’s Co-Op Road, in unincorporated Bryan County, Georgia.

**Representative:** William & Seth Norwood

**Owner:** William Norwood LLC  
PO Box 472  
Richmond Hill, GA 31324

**Applicable Regulations:**

- The State of Georgia, Title 36. Local Government Provisions Applicable to Counties and Municipal Corporations, Chapter 66. Zoning Procedures, Georgia Code O.C.G.A. 36-66
- Appendix A – Subdivisions, Article XIII – Minor Subdivisions, Section 1303

**II. General Information**

**1. Application:** A subdivision application was submitted by William Norwood, on August 1, 2019. After reviewing the application, the Director certified the application as being generally complete on August 8, 2019. Per the IDO, the Planning and Zoning Commission has final authority for approving or denying Private Road Lot Split plats.

**2. Notice:** Public notice for this application was as follows:

- A. Legal notice was published in the Bryan County News on August 15, 2019.
- B. Notice was sent to Surrounding Land Owners on August 19, 2019.
- C. The site was posted for Public Hearing on August 19, 2019.

**3. Background:** The 10-acre tract is located off of Bryan Fisherman Co-Op Road in South Bryan County. The applicant is proposing to subdivide the tract into six parcels of 1.5 acres each. The subdivision also proposes a 600-foot-long private road, which will provide access to all lots. This road length was approved via a variance on July 2, 2019 (V#322-19). The applicant plans to sell these parcels for individual homes.

**4. Exhibits:** The following Exhibits are attached hereto as referenced. All application documents were received at the Bryan County Community Development office on August 1, 2019, unless otherwise noted.

**“A” Exhibits- Application:**

- A-1 Minor Subdivision Application
- A-2 Proposed Private Road Lot Split Plat

**“B” Exhibits- Agency Comments:**

- B-1 Engineering Comments Revised (August 12, 2019)
- B-2 Public Health Comments (August 16, 2019)
- B-3 Fire Chief comments (August 23, 2019)

**“C” Exhibits- Bryan County Supplements**

- C-1 Overview Map
- C-2 Location Map
- C-3 Notification Map
- C-4 Zoning Map

**“D” Exhibits- Public Comment:**

No Public Comments Received

**III. Sec. 2. Article XIII: Minor Subdivisions:**

**Section 1302. Limitation on Subsequent Minor Subdivisions.** The minor subdivision process may be used no more than once for any parcel that is included within the boundaries of a minor subdivision or is a

remaining portion of a parcel that was previously subdivided using the minor subdivision process. The limitation of this section applies only to private road lot splits.

► **Staff comment:** If approved, the parcel cannot be subdivided again, which must be noted on the plat.

**Section 1303. Approval Criteria for Private Road Lot Splits.**

a. All lots created by a simple lot split shall comply with the minimum area and dimensional standards of Bryan County’s zoning and subdivision regulations.

► **Staff comment:** The lot is zoned AR-1.5, which requires a minimum lot size of 1.5 acres and frontage of 150 feet. The size of the parcels meet this requirement and a cul-de-sac is proposed at the end of the road. The frontage is only required to be 35% of the regularly required frontage on a cul-de-sac, which is 52.5 feet. The proposed cul-de-sac lots meet this requirement; however, the proposed road configuration must also be approved by engineering.

b. Each lot shall be independently accessible from an abutting public or existing private road created in compliance with applicable Bryan County Standards.

► **Staff comment:** The new lots will be accessible from the private road, which must be constructed per Bryan County Standards and the paving detail previously provided. Engineering will approve the final road plans.

c. No public road shall be created through the private lot split process, but the plat may include the dedication of public right-of-way for the widening of existing public roads abutting lots included in the lot split.

► **Staff comment:** No public road is being created.

d. Private roads shall be placed in a private road right-of-way at least forty (40) feet in width, unless the County Engineer finds that greater width is needed due to topography, drainage, or private road alignment. Private roads for lot splits shall comply with the Private County Road Dirt Standards in areas designated for the agricultural and low density residential future land use category in the Comprehensive Plan and with the Private County Road Crush and Run Standards in areas designated for other future land use categories.

► **Staff comment:** A 40-foot right-of-way is proposed for the new private road. The private road must meet the paving standard per the approved variance and the Engineering Department. A dirt road will not be permitted.

- e. Private roads shall not exceed three hundred (300) feet in length from the edge of the nearest public right-of-way to most distant property line along the road or driveway.

► **Staff comment:** The private road is over 600 feet in length; however, a variance was approved July 2, 2019 (V#322-19) to allow the proposed road length.

- f. Off-site utility improvements are limited to water and/or sewer line extensions of not more than two-hundred (200) feet from the nearest property line of the subdivision.

► **Staff comment:** The applicant is located within 1,000 feet of public water; however, the Engineering Department determined that due to the current water system configuration the subdivision is not required to tie into the system. Septic and well will be permitted, but must be approved by the Environmental Health Department.

- g. The applicant shall submit a Homeowners Association document that shall be recorded with the final plat that assigns ownership of and responsibilities for the maintenance of private roads and drainage systems. A note in accordance with section 1701 shall be included on the plat. The responsible party shall be one or more of the lot owners in the subdivision.

► **Staff comment:** The applicant previously provided a document assigning ownership and responsibility for the maintenance of the road with their private road variance (V#322-19). The required note has been provided on the plat.

- h. Off-site storm water improvements are limited to abutting rights-of-way or easements, which may be used only with the owner's consent.

► **Staff comment:** No off-site storm water improvements have been proposed.

#### **IV. Staff Recommendation**

Staff recommends approval of the private road lot split with the following conditions:

1. The variance is approved for the subdivision of a plat created after November 1995;

2. A final site evaluation and approval is provided to staff from Environmental Health; and
3. The road is designed and paved in accordance with the approved road section from file V#322-19.

## **V. Approval**

**Decision:** The Commission may approve the minor subdivision as requested, or it may approve the minor subdivision subject to provisions, or it may deny the minor subdivision.

The Commission may continue the hearing for additional information from the applicant, additional public input or for deliberation.

► **Motion Regarding Approval:** Having considered the evidence in the record, upon motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_, and by vote of \_\_ to \_\_, the Commission hereby approves as proposed/approves with provisions/denies the proposed minor subdivision.

# “A” Exhibits – Application



Bryan County Board of Commissioners

Community Development Department

MINOR SUBDIVISION APPLICATION

Refer to Article XIII of the Subdivision Regulations for additional information regarding Minor Subdivision requirements.

- Application Type & Fee: [checked] Private Road Lot Split \$250.00, [ ] Simple Lot Split \$100.00, [ ] Conveyance Plat \$100.00, [ ] Lot Line Adjustment \$25.00, [ ] Plat Correction \$25.00, [ ] Dedication Plat \$25.00, [ ] Combination Plat \$25.00

Applicant: [ ] Property Owner, [ ] Authorized Agent. Applicant Name: William Norwood LLC, Address: PO Box 472, City: Richmond Hill, State: GA, Zip: 31324, Phone: (912) 312-5532, Email: snorwoodconstruction@gmail.com

Property Owner (if not applicant): Address: City: State: Zip: Phone:

Property Information: General Location: 300 Bryan Fisherman's Co-op Rd. PIN Number (Map & Parcel): 063 01 085 001 Current Zoning District(s): AR 1.5 Acreage: 10 Parcel Total 10 Area to be Subdivided 10 Number of Lots: Existing 1 Proposed 6 Will the minor subdivision require the extension of existing water or sewer facilities? [ ] Yes [checked] No Are there any existing structures on the site? [ ] Yes [checked] No If yes, are any to remain? [ ] Yes [ ] No

Proposed Subdivision Description: For the 10 Acre parcel to be split into 6 1.5 acre residential lots accessed by a 600' private Rd. with a cul-de-sac bubble

Applicant Certification: I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision, and that I have answered all of the questions contained herein and know the same to be true and correct.

Applicant Signature: [Signature] Date: 07-05-19

FOR OFFICE USE ONLY

Case #: 3128-19 Date Received: 8-1-19 [checked] Fee Paid Initial: JMH

### Minor Subdivision Review and Timing

The typical process and timeframe for reviewing minor subdivisions is as follows. The 30-day review period will not begin until the submitted application is certified as being complete.

<b>Completeness Review</b>	5 business days after Application Submittal
<b>Planning Director Review</b>	Within <u>30</u> days following Completeness Certification
<b>Planning &amp; Zoning Commission Action (Private Road Lot Splits only)</b>	Within <u>30-60</u> days following Completeness Certification

### Minor Subdivision Application Checklist

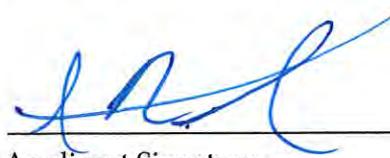
The following information must be included with your submittal. Any omission of the items below will result in a delay of your request. Place a check next to each item included with your submission.

- Completed Application
- ~~N/A~~ Completed Authorization by Property Owner form, if applicant is not the property owner
- Proof of Ownership
- Verification of Paid Taxes
- ~~N/A~~ Plans for the extension of water or sewer from existing facilities to the lot service lines, if applicable
- ~~N/A~~ Environmental Site Assessment or affidavit in accordance with Section 512(b) of the Subdivision Regulations
- ~~N/A~~ Georgia Department of Transportation approval for any subdivision abutting a road maintained by the State of Georgia
- ~~N/A~~ A jurisdictional wetlands delineation of the land to be subdivided or a letter from a soils scientist certifying that no wetlands exist on the land to be subdivided. For properties where wetlands are identified, the limits of any wetlands shall be surveyed and included on the plat along with a certification from the soils scientist verifying the delineation.
- ~~N/A~~ Base flood elevation data for subdivisions greater than fifty (50) lots or five (5) acres and that are located within a Special Flood Hazard Area without an established Base Flood Elevation shall be provided in accordance with Section 105-76 of the Flood Damage Prevention Ordinance. Should an acceptable building envelope in conformance with all required subdivision standards be provided on each lot within the subdivision, then the owner may add the following note to the plat in lieu of providing this data: "No building permits of any kind shall

be issued within the Special Flood Hazard Area until a base flood elevation has been established in accordance with Section 105-76 of the Flood Damage Prevention Ordinance”.

- WSP* Private Road Lot Splits shall require a Land Disturbance Activity Permit and plans for the grading and surfacing of the planned private road. In lieu of providing this information at the time of subdivision, the owner may add the following note to the plat: “No building permits will be issued for any construction until the private road is constructed in accordance with the Bryan County Engineering and Design Standards”. *Adande*
- One (1) copy of the existing plats or deeds which created the affected lots or parcels
- One (1) digital, two (2) 11x17 inch, and two (2) full size copies of the proposed minor subdivision plat prepared in accordance with the Plat Requirement Checklist

**Applicant Acknowledgement:** 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.

  
\_\_\_\_\_  
Applicant Signature

07-05-19  
\_\_\_\_\_  
Date

**If you have questions, contact the Community Development Department at one of our office locations.**

51 North Courthouse Street  
Pembroke, GA 31321  
Phone: 912-653-3893  
Fax: 912-653-3864

66 Capt. Matthew Freeman Drive  
Richmond Hill, GA 31324  
Phone: 912-756-3177  
Fax: 912-756-7951

**FOR OFFICE USE ONLY**

Completeness Crt'd: 8/8/2019 *MS* Final Plat Reviewed: \_\_\_\_\_ P&Z Action: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF Bryan

**WARRANTY DEED**

THIS INDENTURE made this 25 day of JUNE, 2019, between

**Kevin W. Smith ,**

as party or parties of the first part, hereinafter called Grantor, and

**William Norwood, LLC,**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN BRYAN COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED AS TRACT A-A, 10.0 ACRES, AS SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN AFORESAID RECORDS IN PLAT BOOK 662, PAGE 4-A, TO WHICH SPECIFIC REFERENCE IS MADE AND INCORPORATED HEREIN.

SUBJECT, TO THOSE CERTAIN COVENANTS, RESTRICTIONS AND OTHER MATTERS CONTAINED IN THAT CERTAIN DEED TO TMH, LLC, RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 856, AS MORE FULLY SET FORTH IN SAID DEED AND IN THAT CERTAIN DEED IN FAVOR OF KEVIN M. SMITH RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 865. BOTH DEEDS ARE INCORPORATED HEREIN.

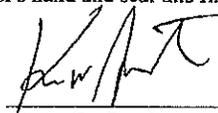
MORE COMMONLY KNOWN AS 300 BRYAN FISHERMANS COOP ROAD, RICHMOND HILL, GA 31324  
MAP/PARCEL 063 02 085 001

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 first day and year first above written.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Kevin W. Smith (Seal)

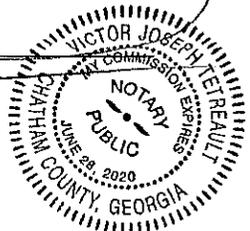
Witness \_\_\_\_\_

\_\_\_\_\_  
(Seal)

Notary Public  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Seal)

[Attach Notary Seal]



**RECORDATION REQUESTED BY:**

Colony Bank  
Savannah HWY 17  
115 S Grant ST  
PO Box 989  
Fitzgerald, GA 31750

**WHEN RECORDED MAIL TO:**

Colony Bank  
Savannah HWY 17  
115 S Grant ST  
PO Box 989  
Fitzgerald, GA 31750

**SEND TAX NOTICES TO:**

Colony Bank  
Savannah HWY 17  
115 S Grant ST  
PO Box 989  
Fitzgerald, GA 31750

Tetreault & Associates, LLC  
100 E Montgomery Crossroads, Suite B  
Savannah, GA 31406



\*2515\*

**SECURITY DEED**

**THIS SECURITY DEED** dated June 25, 2019, is made and executed between William Norwood, LLC, whose address is PO Box 472, Richmond Hill, GA 31324-0472 (referred to below as "Grantor") and Colony Bank, whose address is 115 S Grant ST, PO Box 989, Fitzgerald, GA 31750 (referred to below as "Lender").

**GRANT OF SECURITY DEED.** FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender, with power of sale, all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in Bryan County, State of Georgia and is described as follows:**

**See Exhibit A, which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.**

**TOGETHER WITH ANY AND ALL of the following:** (i) all buildings, structures and Improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging therunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and Improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other Improvements now or hereafter located thereon or any part or parcel thereof.

**The Real Property or its address is commonly known as 10 Acres +/- at 300 Bryan Fishermans Coop Rd, Richmond , GA 31324.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Security Deed secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lendar against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Security Deed secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Security Deed secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

**THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS**

**SECURITY DEED  
(Continued)**

Page 2

UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$221,250.00 WHICH HAS THE MATURITY DATE OF JUNE 25, 2020, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. THIS CONVEYANCE SHALL BE CONSTRUED AS A DEED PASSING TITLE AND NOT AS A MORTGAGE. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAYED WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the

**SECURITY DEED  
(Continued)**

Page 4

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Security Deed:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Security Deed:

**Existing Lien.** The security interest arising under this Security Deed securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any security deed, mortgage, deed of trust, or other security agreement which has priority over this Security Deed by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**Assignment of Proceeds.** Grantor hereby transfers and assigns to Lender any and all proceeds, in excess of the amount required to satisfy the Existing Indebtedness, which may be or become payable by reason of foreclosure under the Existing Indebtedness. Grantor further authorizes, directs and instructs that any and all such proceeds be paid directly to Lender and not to Grantor, up to the full extent required to satisfy the Indebtedness, and Grantor hereby releases and relinquishes any and all right, title, interest and claims in and to such proceeds to that extent. The term "foreclosure" as used in this paragraph shall mean or include, without limitation, foreclosure of all or any part of the Property by exercise of any power of sale contained in the Existing Indebtedness, judicial foreclosure, conveyance in lieu of foreclosure, or other means.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Security Deed:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the

**SECURITY DEED  
(Continued)**

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condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Default will occur if payment of the indebtedness in full is not made immediately when due.

**LENDER'S REMEDIES AND POWER OF SALE.** Upon Default Lender shall have the following rights, powers, and remedies:

**Accelerate Indebtedness.** Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

**Entry and Possession.** Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof;

**SECURITY DEED  
(Continued)**

Page 6

hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

**Collection of Rents.** Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

**Payments.** Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

**Other Remedies.** Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

**Appointment of Receiver.** Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

**UCC Remedies.** With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

**Power of Sale.** Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to Default under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

**Cumulative Remedies.** All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the Indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

**Attorneys' Fees; Expenses.** If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**SECURITY DEED  
(Continued)**

Page 7

**NOTICES.** Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Security Deed:

**Amendments.** This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration of or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

**Governing Law.** This Security Deed will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ben Hill County, State of Georgia.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

**Merger.** There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Security Deed.

**Waiver of Notice and Hearing and Homestead Exemption.** Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the indebtedness, or any part of the indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words

**SECURITY DEED  
(Continued)**

Page 8

and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means William Norwood, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Security Deed in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Security Deed.

**Grantor.** The word "Grantor" means William Norwood, LLC.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Security Deed.

**Lender.** The word "Lender" means Colony Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated June 25, 2019, in the original principal amount of **\$221,250.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 25, 2020.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Security Deed.** The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

SECURITY DEED  
(Continued)

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

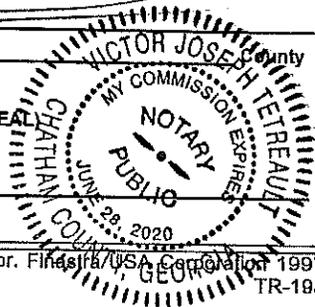
Signed, Sealed and Delivered in the presence of:

X \_\_\_\_\_  
Unofficial Witness

Notary Public, \_\_\_\_\_

(NOTARY SEAL)

My Commission expires: \_\_\_\_\_



GRANTOR:

WILLIAM NORWOOD, LLC

By: \_\_\_\_\_ (Seal)  
William G. Norwood, III, Manager/Member of  
William Norwood, LLC

By: \_\_\_\_\_ (Seal)  
Seth A. Norwood, Member of William  
Norwood, LLC

EXHIBIT "A"  
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN BRYAN COUNTY, GEORGIA, AND BEING KNOWN AND DESIGNATED AS TRACT A-A, 10.0 ACRES, AS SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN AFORESAID RECORDS IN PLAT BOOK 662, PAGE 4-A, TO WHICH SPECIFIC REFERENCE IS MADE AND INCORPORATED HEREIN.

SUBJECT, TO THOSE CERTAIN COVENANTS, RESTRICTIONS AND OTHER MATTERS CONTAINED IN THAT CERTAIN DEED TO TMH, LLC, RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 856, AS MORE FULLY SET FORTH IN SAID DEED AND IN THAT CERTAIN DEED IN FAVOR OF KEVIN M. SMITH RECORDED IN AFORESAID RECORDS IN DEED BOOK 1167, PAGE 865. BOTH DEEDS ARE INCORPORATED HEREIN.

MORE COMMONLY KNOWN AS 300 BRYAN FISHERMANS COOP ROAD,  
RICHMOND HILL, GA 31324  
MAP/PARCEL 063 02 085 001

Bryan County  
Board of Commissioners

Community Development Department



**VERIFICATION OF PAID TAXES**

\_\_\_\_\_ The undersigned verifies that all Bryan County property taxes, billed to date to the parcel listed below, have been paid in full to the Tax Commissioner of Bryan County, Georgia.

\_\_\_\_\_ The undersigned verifies that all Bryan County fire and garbage taxes for the parcel listed below have been paid in full to the Tax Commissioner of Bryan County, Georgia.

063 01 085 001  
Parcel Identification Number

[Signature]  
Signature of Applicant

8-1-19  
Date

**BRYAN COUNTY TAX COMMISSIONER'S USE ONLY**

Payment of all taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below.

Name: Tiffany Dehl

Title: Tax Clerk

Signature: [Signature]

Date: 8-1-19

**IF APPLYING FOR A MOBILE HOME PERMIT, PLEASE COMPLETE THE FOLLOWING:**

Manufactured Home: \_\_\_\_\_ Make  
\_\_\_\_\_ Model  
\_\_\_\_\_ Year  
\_\_\_\_\_ Serial #

\_\_\_\_\_ The undersigned verifies that a current Bryan County Decal has been issued for the mobile home referenced above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



BRYAN COUNTY
PLANNING & ZONING DEPARTMENT

51 North Courthouse Street
P.O. Box 1071
Pembroke, Georgia 31321
912-653-3893
Fax 912-653-3864

66 Captain Matthew Freeman Drive
Suite 201
Richmond Hill, Georgia 31324
912-756-3177
Fax 912-756-7951

AFFIDAVIT
FOR ARTICLE V
EXEMPTION FROM ENVIRONMENTAL SITE ASSESSMENT

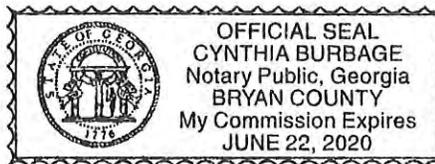
Owner's Name: William Norwood LLC Phone number: (912) 312-5532

Street address of location: 300 Co-op Rd. Richmond Hill GA 31324

The signing of this statement certifies that I, Seth Norwood, owner of the lot with the tax parcel number 063 01 085 001, understand that the Articles XIII, XIV, and XV of the Subdivision allow exemption from Zoning Ordinance Article V, which requires an Environmental Site Assessment of all properties subdivided in Bryan County. I acknowledge that the aforementioned property has (i) never been used as a landfill and has (ii) no environmentally dangerous situation existing on the property.

[Signature] 8/6/19
Signature of Owner Date

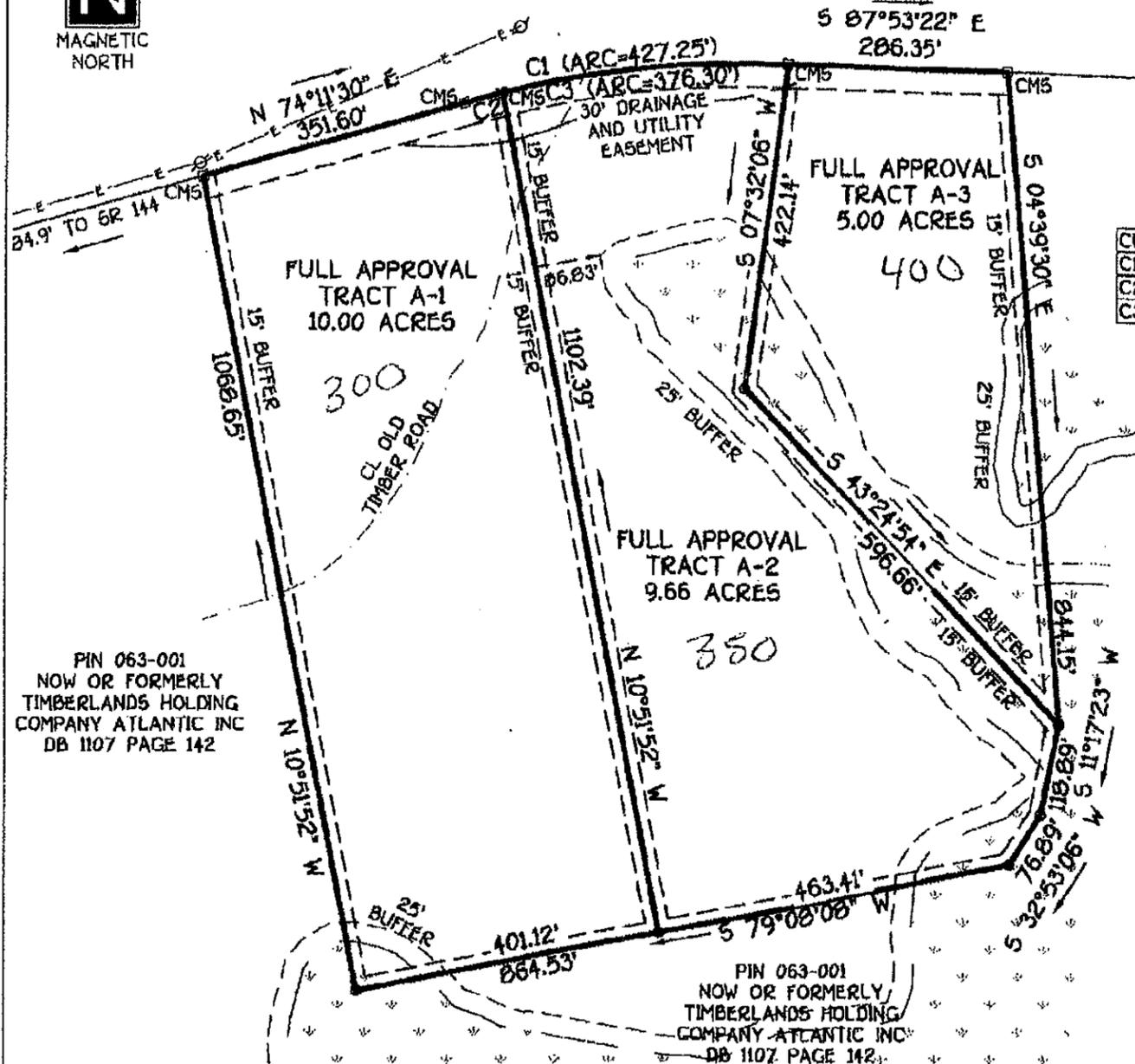
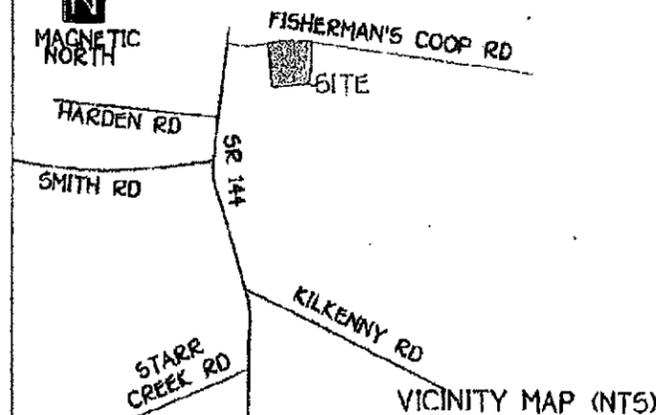
Cynthia Burbage
Notary Public
Signed and Sealed this 6th
day of August, 2019.





BRYAN FISHERMANS COOP  
ROAD 100' R/W

BK 662 PG 4A



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1366.13'	427.25'	S 83°09'04" W	425.51'
C2	1366.13'	50.95'	S 75°15'36" W	50.95'
C3	1366.13'	376.30'	S 84°13'10" W	375.11'

PIN 063-001  
NOW OR FORMERLY  
TIMBERLANDS HOLDING  
COMPANY ATLANTIC INC  
DB 1107 PAGE 142

**FILED**  
**02:40 P.M.**  
**3/20/2015**  
**BRYAN COUNTY**  
**BECKY CROWE**  
**CLERK**

APPROVED UNDER ARTICLE XIV  
Approved in accordance with Bryan County  
Subdivision Regulations.

*[Signature]* 12-18-14  
Planning Director Date of Approval

*[Signature]* 12/18/14  
911 Address Director Date of Approval

PIN 063-001  
NOW OR FORMERLY  
TIMBERLANDS HOLDING  
COMPANY ATLANTIC INC  
DB 1107 PAGE 142

PIN 063-001  
NOW OR FORMERLY  
TIMBERLANDS HOLDING  
COMPANY ATLANTIC INC  
DB 1107 PAGE 142

REFERENCES:  
PLAT BOOK 619 PAGE 1B  
PLAT BOOK 619 PAGE 2A  
DEED BOOK 1107 PAGE 142

NOTE: PROPERTY IS ZONED A-5  
FRONT SETBACK - 50'  
REAR SETBACK - 50'  
SIDE SETBACK - 50'

- NOTES:
1. WETLANDS SHOWN ARE BASED ON SOIL SCIENTIST LOCATION AND NOT SURVEYED OR VERIFIED BY THE U.S. ARMY COE.
  2. ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U. S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.
  3. BUILDING PERMITS WILL BE ISSUED IN THE BUILDABLE AREA OR ANY OTHER AREA AS DETERMINED BY THE COUNTY ENGINEER.
  4. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13029C0375C AND 13029C0400C DATED MARCH 2, 2009, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARD AREA.

Error Of Closure (Plat): 1/653,810  
Error Of Closure (Field): 1/42,550  
Field Survey Date: 8-26-2014  
Angular Error: 2" Per Point  
Total Area: 24.66 Acres  
Total No. Lots: 3  
Equipment Used: Sokkia Set 5 2" Total Station

IRF - IRON ROD FOUND  
CMF- CONC MONUMENT FOUND  
CMS- CONC MONUMENT SET  
ALL CORNERS ARE IRON ROD  
SET UNLESS OTHERWISE  
NOTES



Michael A. Hussey  
Ga. Reg. L.S. No. 2509

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67

SUNDIAL LAND SURVEYING  
LSF000957  
100 COMMERCE COURT  
POOLER, GA 31322  
912-748-2147

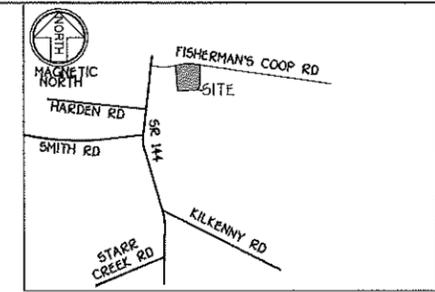


**SUBDIVISION SURVEY**  
**BEING A 24.66 ACRE DIVISION OF**  
**A PORTION OF LANDS OF**  
**TIMBERLANDS HOLDING COMPANY**  
**ATLANTIC, INC., 20TH G.M.**  
**DISTRICT, BRYAN COUNTY,**  
**GEORGIA**

FOR: TMH, LLC PROPERTIES  
379 BLUFF DRIVE RICHMOND  
HILL, GA 31324

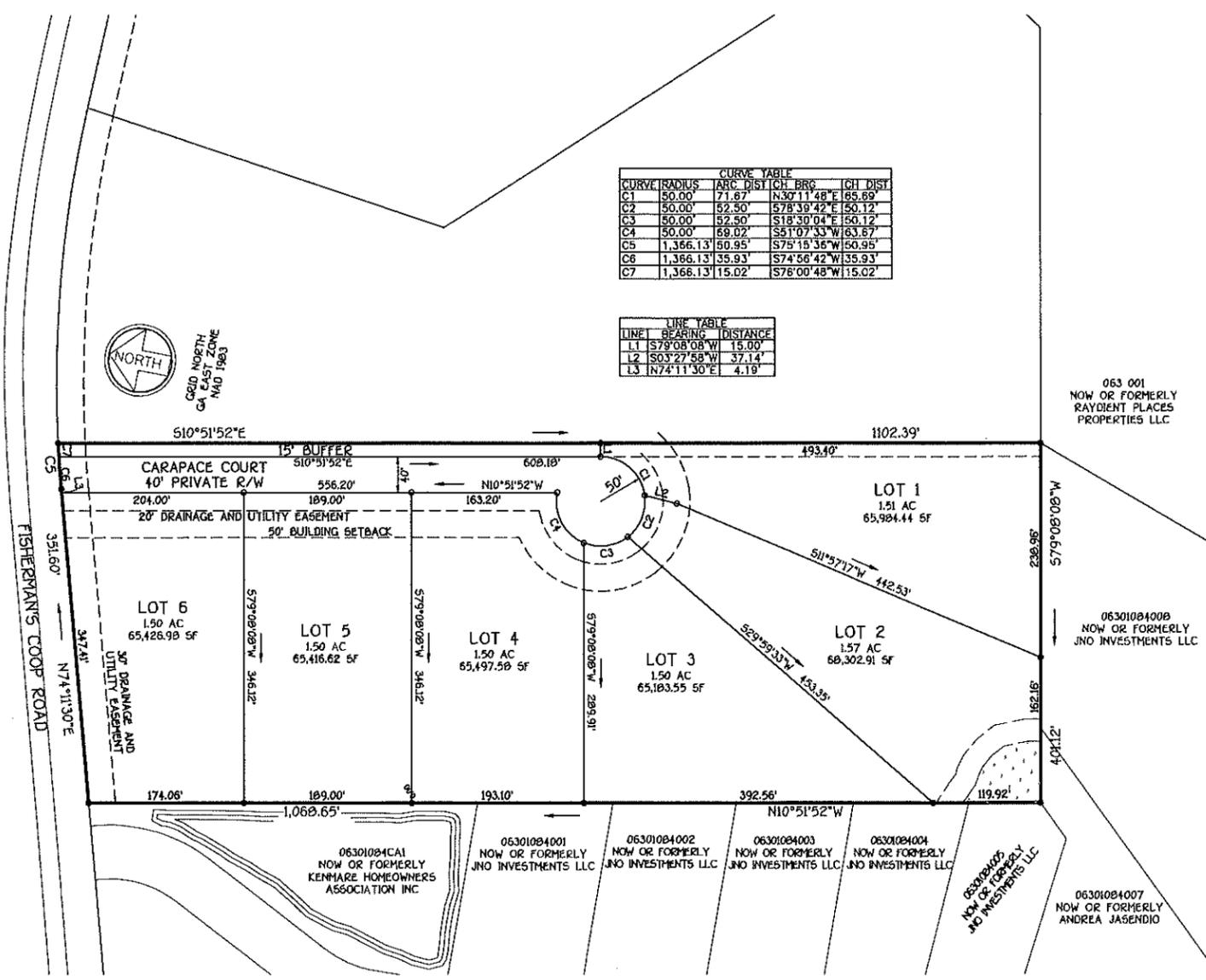
DATE: 12-17-2014 SCALE: 1" = 200'

"Exhibit A-2"



CURVE TABLE				
CURVE	RADIUS	ARC DIST	CH. BRG.	CH. DIST
C1	50.00'	71.67'	N30°11'48"E	65.69'
C2	50.00'	52.50'	S78°39'42"E	50.12'
C3	50.00'	52.50'	S18°30'04"E	50.12'
C4	50.00'	69.02'	S51°07'33"W	63.67'
C5	1,366.13'	50.95'	S75°15'36"W	50.95'
C6	1,366.13'	35.93'	S74°56'42"W	35.93'
C7	1,366.13'	15.02'	S76°00'48"W	15.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S79°08'08"W	15.00'
L2	S03°27'58"W	37.14'
L3	N74°11'30"E	4.19'



APPROVED UNDER ARTICLE XIII

Planning Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

911 Address Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

Planning and Zoning Chairman \_\_\_\_\_ Date of Approval \_\_\_\_\_

**SURVEYORS CERTIFICATION**

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

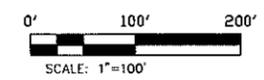


**SPECIAL NOTES:**

- Bryan County will not maintain, repair or replace any Private Roads and Drainage Systems. The responsibility for such maintenance, repair or replacement is addressed in a Maintenance Agreement between the Developer of the Subdivision and the purchasers of Lots within the Subdivision. Any purchasers of Lots within this Subdivision are urged to carefully review such Maintenance Agreement to determine the party or parties responsible for the maintenance of the Private Roads and Drainage Systems and the source of the funds to provide such maintenance.
- No building permits will be issued for any construction until the private road is constructed in accordance the road detail on the approved plans.

**NOTES:**

- THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THIS PROPERTY INTO 6 SINGLE FAMILY RESIDENTIAL LOTS.
- THIS PROPERTY IS ZONED AR-1.5.
- WETLANDS SHOWN ARE BASED ON SOIL SCIENTIST LOCATION AND HAVE NOT BEEN VERIFIED BY THE U.S. ARMY COE.
- ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U. S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.
- IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13029C0295D AND NO. 13029C0375D DATED AUGUST 2, 2018, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARD AREA.
- WATER TO BE PROVIDED BY INDIVIDUAL WELL AND SEWER BY INDIVIDUAL SEWAGE DISPOSAL SYSTEM.
- THIS PARCEL MAY NOT BE SUBDIVIDED AGAIN UNDER ARTICLE XIII AS APPROVED.
- ALL PROPERTY CORNERS ARE MONUMENTED USING IRON REBAR SET UNLESS OTHERWISE SHOWN.



Error of Closure (Plat): 1/871,326  
 Error of Closure (Field): 1/32,500  
 Field Survey Dates: 07-31-2019  
 Angular Error: 2" Per Point  
 Total Area: 10.00 Acres  
 Total No. Lots: 6  
 Equipment Used: Sokkia Set 5 2" Total Station

**PLATS AND DEEDS:**  
 PLAT BOOK 630 PAGE 68  
 PLAT BOOK 657 PAGE 78  
 DEED BOOK 1294 PAGE 907

SUNDIAL LAND SURVEYING, PC  
 LSF000957  
 11908 KING GEORGE BLVD  
 SAVANNAH, GA 31419  
 912-235-2477

**SETBACKS:**  
 FRONT SETBACK - 50'  
 REAR SETBACK - 50'  
 SIDE SETBACK - 35' INTERIOR  
 - 40' STREET

**CASTAWAY COVE**  
 PRIVATE SUBDIVISION SURVEY  
 BEING A SUBDIVISION OF PARCEL A 10.00  
 ACRE PARCEL, 20TH G.M. DISTRICT, BRYAN  
 COUNTY, GEORGIA,  
 FOR  
 NORWOOD CONSTRUCTION

DATE: 07-31-2019

# “B” Exhibits – Agency Comments



BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
(Fax) 756-7951

Article XIII, Section 302 of the Bryan County Zoning Ordinance requires that we secure comments from the Engineering Director, Fire Chief, County Health Director, and Public Works Director on the following zoning application:

CASE # SD#3128-19

Zoning Request: Request for a Private Road Lot Split, creating a new private road with six single family lots

Filed by: Seth Norwood / William Norwood, LLC, PO Box 472, Richmond Hill

Owners: Same

Property address: 300 Bryan Fisherman's Co-op Road

Map and Parcel # 063-01-085-001

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

Comments: • DEVELOPER shall submit construction drawings AND DETAILS FOR REVIEW AND APPROVAL.  
• Plat shall contain standard verbiage for privately OWNED AND MAINTAINED ROADS AND UTILITIES.  
• DUE TO CURRENT WATER SYSTEM CONFIGURATION TIE-IN FOR SUBDIVISION IS NOT REQUIRED SUBJECT TO ANY COMMENTS BY FIRE CHIEF AND COUNTY HEALTH DIRECTOR FOR A COMMUNITY SYSTEM AND INDIVIDUAL SEPTIC SYSTEMS

Engineering Director       Fire Chief       County Health Director

Public Works Director       Bryan County Schools (optional)

Signature: Kirk A. Coan      Date: 8-12-19



**BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

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**Property address:** 300 Bryan Fisherman's Co-op Road

**Map and Parcel #** 063-01-085-001

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineering Director**       **Fire Chief**       **County Health Director**

**Public Works Director**       **Bryan County Schools (optional)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



BRYAN COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

51 North Courthouse Street
P.O. Box 1071
Pembroke, Georgia 31321
912-653-3893
(Fax) 653-3864

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Owners: Same

Property address: 300 Bryan Fisherman's Co-op Road

Map and Parcel # 063-01-085-001

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

Comments: No Issues with this!
[Blank lines for additional comments]

- Engineering Director [ ] Fire Chief [x] County Health Director [ ]
Public Works Director [ ] Bryan County Schools (optional) [ ]

Signature: Freddy Howell

Date: 08/23/2019

Freddy Howell (handwritten signature)

# “C” Exhibits – Bryan County Supplements

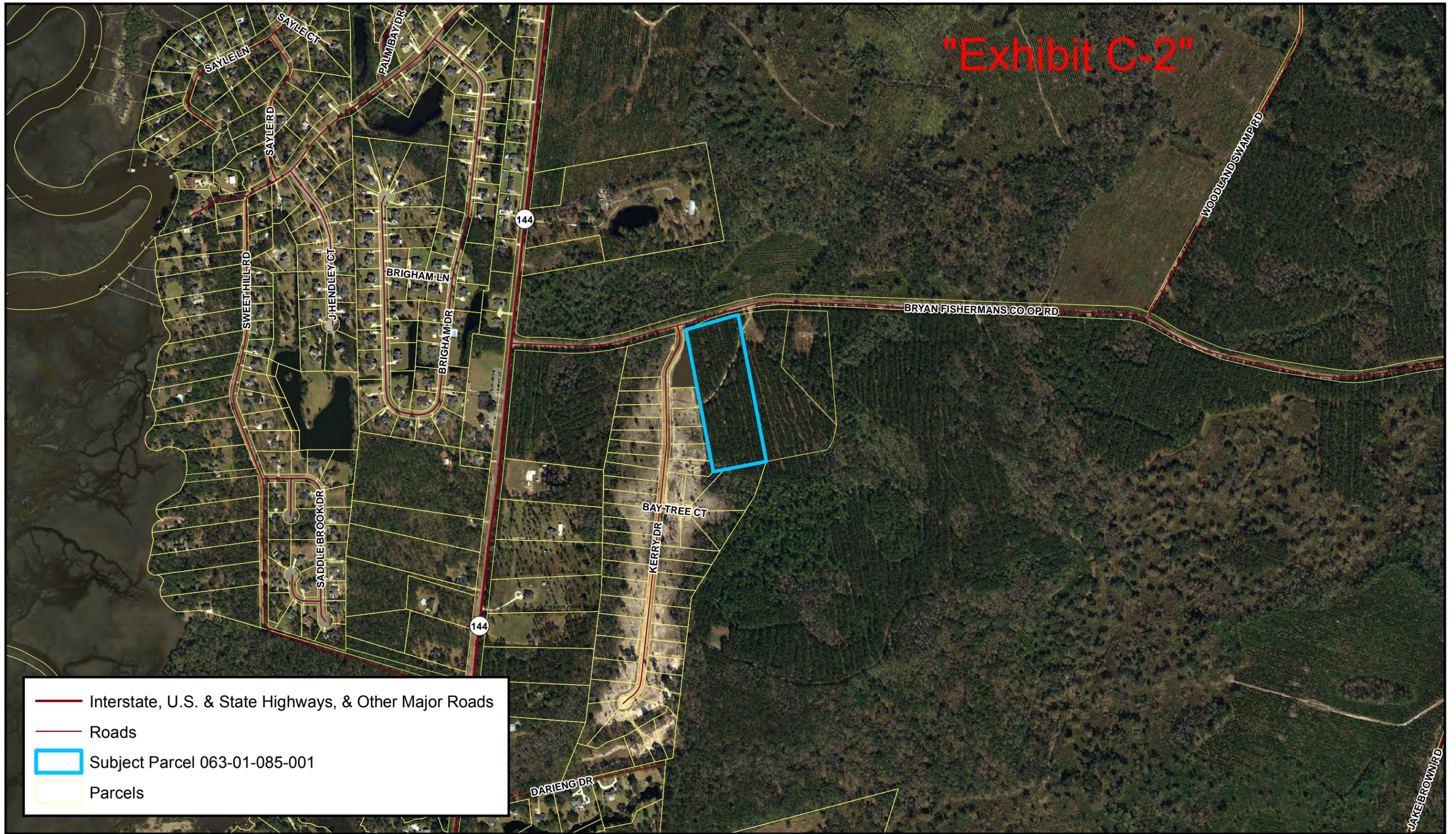
# "Exhibit C-1"



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcel 063-01-085-001
- Surrounding Parcels



"Exhibit C-2"



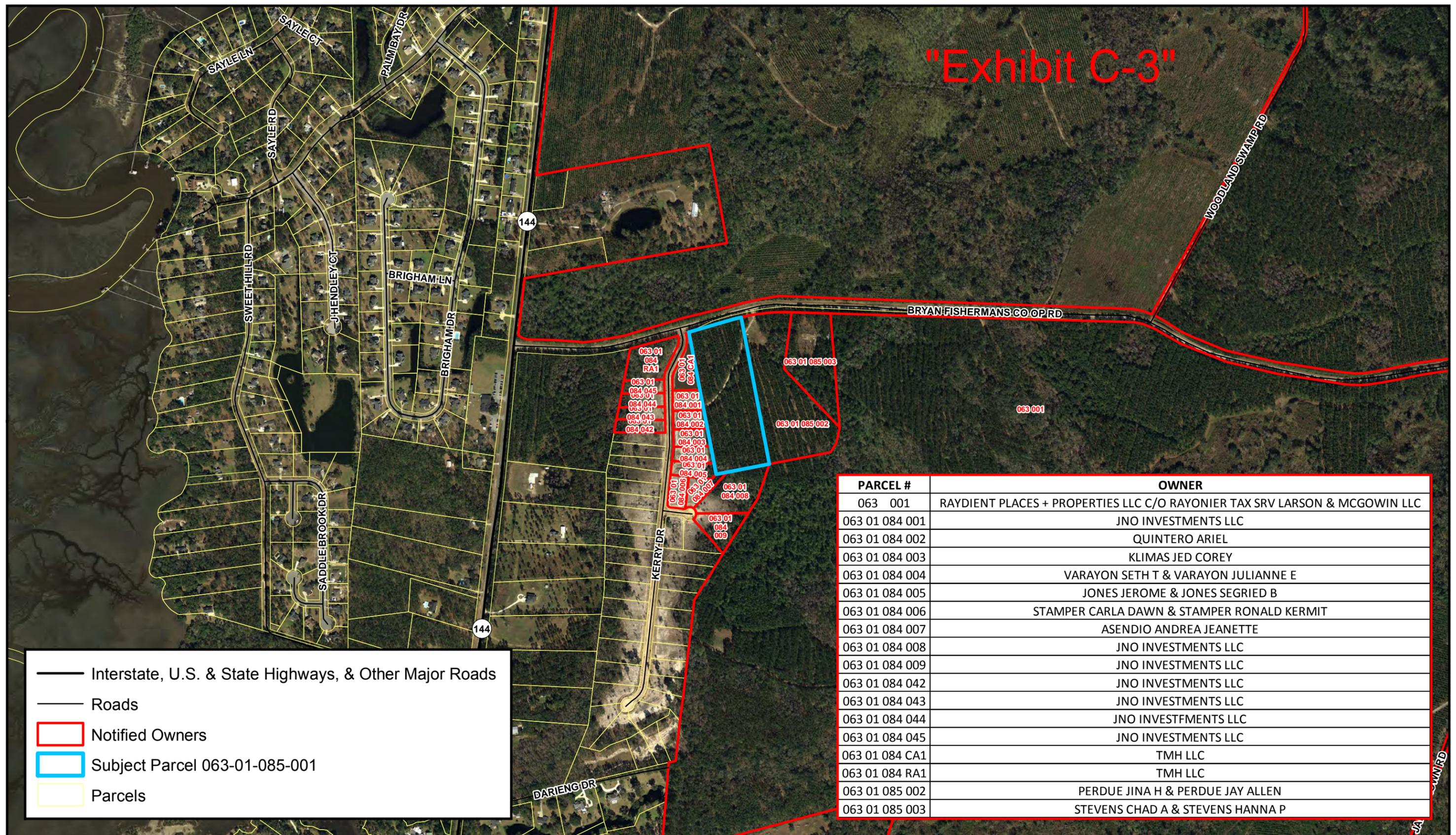
Produced by Bryan County GIS  
August 2019



**Location Map**  
**Seth Norwood/William Norwood LLC**  
**Case SD# 3128-19**

DISCLAIMER  
Information represented in this compilation from numerous digital GIS resources is solely for planning and illustration purposes. It is not suitable for site specific decision making. The accuracy of this product is dependent upon the source data and therefore the accuracy cannot be guaranteed. The areas depicted in this GIS Map Product are approximate, and is not necessarily accurate to surveying or engineering standards. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for the information contained therein or if information is used for other than its intended purpose. Reproduction, dissemination, altering this data is not authorized without prior consent. Bryan County, City of Richmond Hill, or City of Pembroke assumes no responsibility or liability for modified data.

# "Exhibit C-3"



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Notified Owners
- Subject Parcel 063-01-085-001
- Parcels

PARCEL #	OWNER
063 001	RAYDIENT PLACES + PROPERTIES LLC C/O RAYONIER TAX SRV LARSON & MCGOWIN LLC
063 01 084 001	JNO INVESTMENTS LLC
063 01 084 002	QUINTERO ARIEL
063 01 084 003	KLIMAS JED COREY
063 01 084 004	VARAYON SETH T & VARAYON JULIANNE E
063 01 084 005	JONES JEROME & JONES SEGRIED B
063 01 084 006	STAMPER CARLA DAWN & STAMPER RONALD KERMIT
063 01 084 007	ASENDIO ANDREA JEANETTE
063 01 084 008	JNO INVESTMENTS LLC
063 01 084 009	JNO INVESTMENTS LLC
063 01 084 042	JNO INVESTMENTS LLC
063 01 084 043	JNO INVESTMENTS LLC
063 01 084 044	JNO INVESTMENTS LLC
063 01 084 045	JNO INVESTMENTS LLC
063 01 084 CA1	TMH LLC
063 01 084 RA1	TMH LLC
063 01 085 002	PERDUE JINA H & PERDUE JAY ALLEN
063 01 085 003	STEVENS CHAD A & STEVENS HANNA P



## Notification Map

### Seth Norwood/William Norwood LLC

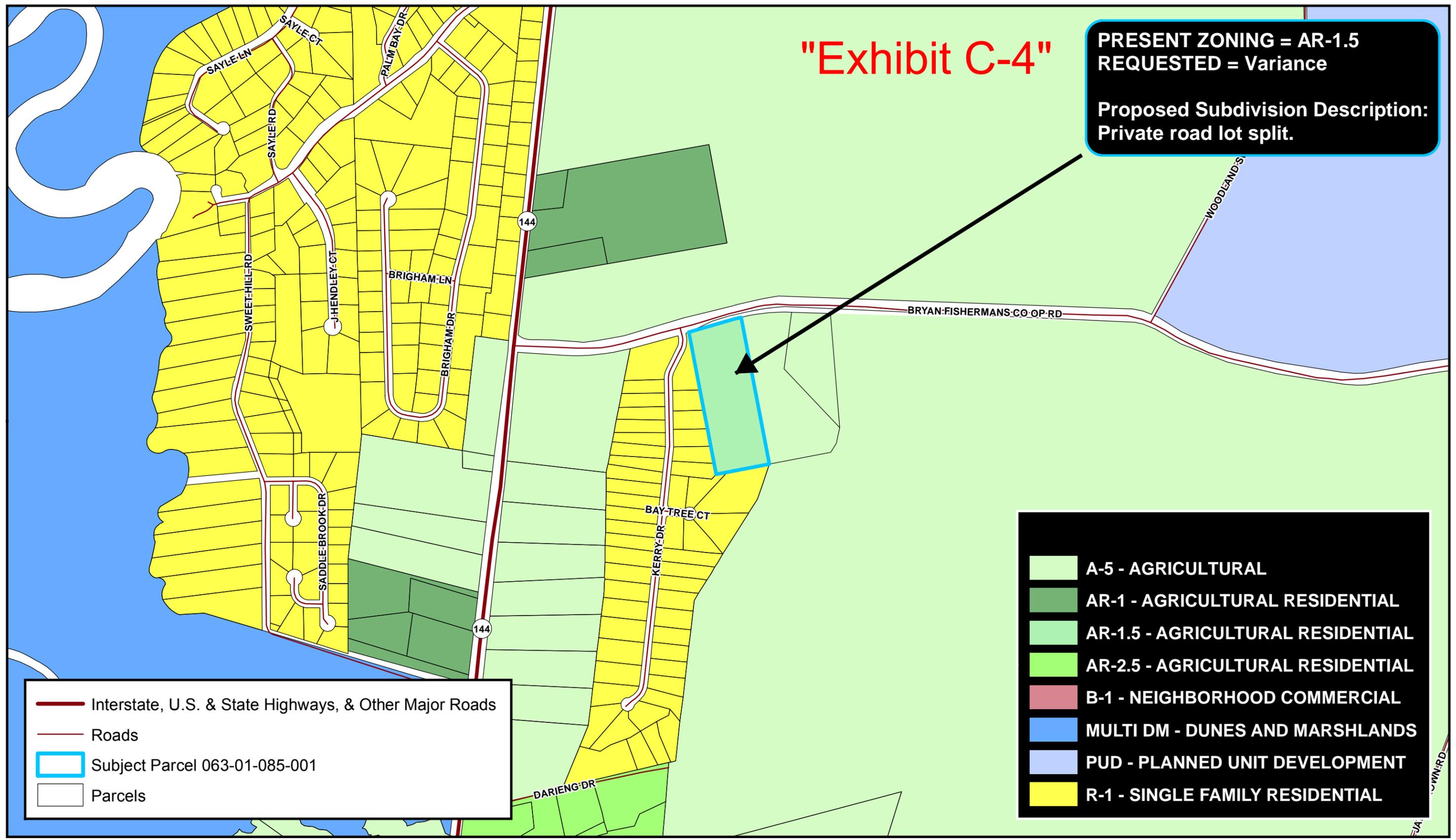
### Case SD# 3128-19

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# "Exhibit C-4"

**PRESENT ZONING = AR-1.5**  
**REQUESTED = Variance**

**Proposed Subdivision Description:**  
**Private road lot split.**



— Interstate, U.S. & State Highways, & Other Major Roads  
 — Roads  
 [Blue Outline] Subject Parcel 063-01-085-001  
 [Black Outline] Parcels

- [Light Green Box] A-5 - AGRICULTURAL
- [Dark Green Box] AR-1 - AGRICULTURAL RESIDENTIAL
- [Light Green Box] AR-1.5 - AGRICULTURAL RESIDENTIAL
- [Bright Green Box] AR-2.5 - AGRICULTURAL RESIDENTIAL
- [Pink Box] B-1 - NEIGHBORHOOD COMMERCIAL
- [Blue Box] MULTI DM - DUNES AND MARSHLANDS
- [Light Blue Box] PUD - PLANNED UNIT DEVELOPMENT
- [Yellow Box] R-1 - SINGLE FAMILY RESIDENTIAL



# “D” Exhibits – Public Comment

**BRYAN COUNTY PLANNING & ZONING COMMISSION**

**CASE SD#3129-19**

Public Hearing Date: September 3, 2019

REGARDING THE APPLICATION OF: Michael Casey requesting a private road lot split for property located on Belfast River Road, PIN# 062 141, 062 142, 062 143. The applicant is requesting to subdivide the parcel with a private road.	Staff Report by Sara Farr-Newman Dated: August 27, 2019
--	---

**I. Application Summary**

**Requested Action:** Public hearing and consideration of a private road lot split. The application by Michael T. Casey, Jr. proposes to create a private road and one additional lot from parcels PIN# 062 141, 062 142, 062 143, located off of Belfast River Road, in unincorporated Bryan County, Georgia.

**Applicant:** Michael T. Casey, Jr.  
379 Bluff Drive  
Richmond Hill, GA 31324

**Owner:** (Parcels 062 142 and 062 143)  
Belhaven Barn LLC  
1051 Belfast River Road  
Richmond Hill, GA 31324

(Parcel 062 141)  
Michael T. Casey, Sr.  
1076 Belfast River Road  
Richmond Hill, GA 31324

**Applicable Regulations:**

- The State of Georgia, Title 36. Local Government Provisions Applicable to Counties and Municipal Corporations, Chapter 66. Zoning Procedures, Georgia Code O.C.G.A. 36-66
- Appendix A – Subdivisions, Article XIII – Minor Subdivisions, Section 1303

**II. General Information**

**1. Application:** A subdivision application was submitted by Michael Casey, on August 2, 2019. After reviewing the application, the Director certified the application as being generally complete on August 5, 2019. Per the Subdivision Ordinance, the Planning and Zoning Commission has final authority for approving or denying Private Road Lot Split plats.

**2. Notice:** Public notice for this application was as follows:

A. Legal notice was published in the Bryan County News on August 15, 2019.

B. Notice was sent to Surrounding Land Owners on August 19, 2019.

C. The site was posted for Public Hearing on August 19, 2019.

**3. Background:** This property, along with surrounding parcels, have undergone several changes over the past couple of years, all at the request of the current property owner/applicant. A timeline of these changes is below:

- May 2, 2012 – Subdivision plat recorded in Plat Book 638, Page 6B creating four parcels (Parcel 1, 2, 3, and 4), all of which were accessible from Belfast River Road.
- July 3, 2014 – Subdivision plat recorded in Plat Book 655, Page 8A subdividing Parcel 1 and creating a new Parcel 1-A and Parcel 1-B, and with all lots still accessed from Belfast River Road.
- September 11, 2014 – Lot line adjustment recorded in Plat Book 657, Page 7B, changing the shape of Parcel 2 and Parcel 3, and with all lots still accessed from Belfast River Road.
- August 17, 2015 – Lot line adjustment and combination plat recorded in Plat Book 665, Page 5A reducing the size of Parcel 3 by adding a portion of this parcel to Parcel 1-A, and with all lots still accessed from Belfast River Road.
- Approved August 22, 2019 – Lot line adjustment, not yet recorded, changing the boundary lines of Parcels 2, 3, and 4, and creating non-continuous frontage for Parcel 2, consisting of 309 feet on the eastern portion and frontage of 50.12 feet on the western portion. At this time, all parcels within the original subdivision boundaries are still accessed from Belfast River Road.

The applicant is proposing to subdivide the now existing Parcel 2 (22.50 acres) into two parcels, Parcel 2 consisting of 13.76 acres and Parcel 2A consisting of 8.03 acres, and to establish a new private road.

**4. Exhibits:** The following Exhibits are attached hereto as referenced. All application documents were received at the Bryan County Community Development office on August 5, 2019, unless otherwise noted.

**“A” Exhibits- Application:**

A-1 Minor Subdivision Application

A-2 Proposed Plat (August 25, 2019)

**“B” Exhibits- Agency Comments:**

B-1 Engineering Comments

B-2 Public Health Comments

**“C” Exhibits- Bryan County Supplements**

C-1 Overview Map

C-2 Location Map

C-3 Notification Map

C-4 Zoning Map

C-5 Subdivision plat recorded in Plat Book 638, Page 6B

C-6 Subdivision plat recorded in Plat Book 655, Page 8A

C-7 Lot line adjustment recorded in Plat Book 657, Page 7B

C-8 Lot line adjustment and combination plat recorded in Plat Book 665, Page 5A

C-9 Lot line adjustment approved August 22, 2019, not yet recorded

**“D” Exhibits- Public Comment:**

No Public Comments Received

**III. Sec. 2. Article XIII: Minor Subdivisions:**

**Section 1302. Limitation on Subsequent Minor Subdivisions.** The minor subdivision process may be used no more than once for any parcel that is included within the boundaries of a minor subdivision or is a remaining portion of a parcel that was previously subdivided using the minor subdivision process. The limitation of this section applies only to private road lot splits.

► **Staff comment:** If approved, the parcel cannot be subdivided again, which must be noted on the plat.

**Section 1303. Approval Criteria for Private Road Lot Splits.**

a. All lots created by a simple lot split shall comply with the minimum area and dimensional standards of Bryan County’s zoning and subdivision regulations.

► **Staff comment:** The lots are zoned A-5, which requires a minimum lot size of 5 acres; minimum lot width of 200 feet; and minimum frontage requirements of 250 feet along arterial roads, and 200 feet

along minor local roads. When fronting on a cul-de-sac, the minimum frontage requirement may be reduced to 35% of the required road frontage. Parcel 2 is proposed to be 13.76 acres in size, approximately 612' wide, and with 309' of frontage along the arterial Belfast River Road, meeting the required standards. Parcel 2A is proposed to be 8.03 acres in size, approximately 655' wide, and with approximately 135' of frontage along the proposed minor local, cul-de-sac road, meeting the required standards. While Parcel 3 meets the minimum lot size, lot width, and frontage requirements, the proposed location of the private road will restrict the parcel's ability to establish a future driveway connection, as access points along Belfast River Road require at least 350' of separation. Parcel 4 remains unaffected by the proposed changes.

- b. Each lot shall be independently accessible from an abutting public or existing private road created in compliance with applicable Bryan County Standards.

► **Staff comment:** Parcels 2 and 4 will continue to obtain access from Belfast River Road. Lot 2A is proposed to be accessed via the proposed private road, and Parcel 3 should be required to access the private road as well, if approved. As indicated in criterion (e) below, the proposed private road does not meet county standards.

- c. No public road shall be created through the private lot split process, but the plat may include the dedication of public right-of-way for the widening of existing public roads abutting lots included in the lot split.

► **Staff comment:** No public road is being created.

- d. Private roads shall be placed in a private road right-of-way at least forty (40) feet in width, unless the County Engineer finds that greater width is needed due to topography, drainage, or private road alignment. Private roads for lot splits shall comply with the Private County Road Dirt Standards in areas designated for the agricultural and low density residential future land use category in the Comprehensive Plan and with the Private County Road Crush and Run Standards in areas designated for other future land use categories.

► **Staff comment:** A 50-foot right-of-way is proposed for the new private road. The property is identified as Conservation Land in the Comprehensive Plan; this designation means that the Private County Road Crush and Run Standards must be met.

e. Private roads shall not exceed three hundred (300) feet in length from the edge of the nearest public right-of-way to most distant property line along the road or driveway.

► **Staff comment:** The private road is approximately 565 feet in length. A variance (V#327-19) has been requested to increase this standard; however, Staff is recommending denial of this variance.

f. Off-site utility improvements are limited to water and/or sewer line extensions of not more than two-hundred (200) feet from the nearest property line of the subdivision.

► **Staff comment:** This standard is not applicable, because lots will use individual septic and well.

g. The applicant shall submit a Homeowners Association document that shall be recorded with the final plat that assigns ownership of and responsibilities for the maintenance of private roads and drainage systems. A note in accordance with section 1701 shall be included on the plat. The responsible party shall be one or more of the lot owners in the subdivision.

► **Staff comment:** The applicant indicated on the plat that the owners of Parcel 2A will be responsible for road maintenance. The required note has been provided on the plat; but Staff recommends that, if approved, the plat be revised to require Parcel 3 access the private road and share in the maintenance. A Homeowner's Association document has not been submitted.

h. Off-site storm water improvements are limited to abutting rights-of-way or easements, which may be used only with the owner's consent.

► **Staff comment:** Not applicable.

#### **IV. Staff Recommendation**

Staff recommends denial of the private road lot split, because the private road is not in compliance with the standards.

#### **V. Planning and Zoning Commission Decision**

**Recommendation:** The Commission may approve the minor subdivision as requested, or it may approve the minor subdivision subject to provisions, or it may deny the minor subdivision. If approved, staff recommends that the following conditions be placed on the approval:

1. The cul-de-sac bulb radius shall comply with County Design Standards.
2. A letter from an environmental consultant confirming the wetland boundaries.
3. Note on plat indicating all lots with frontage on the private road will be accessed from this road.
4. A Homeowner's Association document for the maintenance of the private road shall be submitted and recorded with the final plat.

The Commission may continue the hearing for additional information from the applicant, additional public input or for deliberation.

► **Motion Regarding Approval:** Having considered the evidence in the record, upon motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_, and by vote of \_\_ to \_\_, the Commission hereby approves as proposed/approves with provisions/denies the proposed minor subdivision.

# “A” Exhibits – Application

Bryan County Board of Commissioners

"Exhibit A-1"



Community Development Department



MINOR SUBDIVISION APPLICATION

Refer to Article XIII of the Subdivision Regulations for additional information regarding Minor Subdivision requirements.

- Application Type & Fee: [X] Private Road Lot Split \$250.00, [ ] Simple Lot Split \$100.00, [ ] Conveyance Plat \$100.00, [ ] Lot Line Adjustment \$25.00, [ ] Plat Correction \$25.00, [ ] Dedication Plat \$25.00, [ ] Combination Plat \$25.00

Applicant: [ ] Property Owner, [ ] Authorized Agent. Applicant Name: Michael T. Casey Jr., Address: 379 Bluff Dr., City: Rutland Hill, State: GA, Zip: 31324, Phone: 912 312-0421, Email: Tracy571@aol.com

Property Owner (if not applicant): Michael T. Casey Jr., Address: 379 Bluff Dr., City: Rutland Hill, State: GA, Zip: 31324, Phone: 912 312-0421

Property Information: General Location: Bluff Hill across from Griffin Rd., PIN Number (Map & Parcel):, Current Zoning District(s): A-5, Acreage: 22.50 Parcel Total 3 Area to be Subdivided 22.50, Number of Lots: Existing 1 Proposed 3

Will the minor subdivision require the extension of existing water or sewer facilities? [ ] Yes [X] No. Are there any existing structures on the site? [X] Yes [ ] No. If yes, are any to remain? [X] Yes [ ] No

Proposed Subdivision Description: ~~MAP~~ TO create (2) 5 ACRE PARCELS out of 22.50 LEAVING 12.50 ACRES

Applicant Certification: I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision, and that I have answered all of the questions contained herein and know the same to be true and correct.

Applicant Signature: [Signature], Date: 9-2-19

FOR OFFICE USE ONLY

Case #: SD#3129-19 Date Received: 8-2-19 [X] Fee Paid Initial SF

### Minor Subdivision Review and Timing

The typical process and timeframe for reviewing minor subdivisions is as follows. The 30-day review period will not begin until the submitted application is certified as being complete.

Completeness Review	5 business days after Application Submittal
Planning Director Review	Within 30 days following Completeness Certification
Planning & Zoning Commission Action (Private Road Lot Splits only)	Within 30-60 days following Completeness Certification

### Minor Subdivision Application Checklist

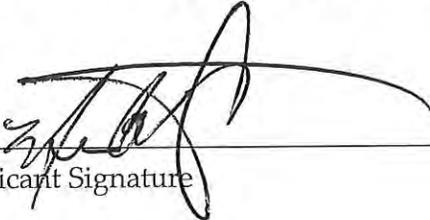
The following information must be included with your submittal. Any omission of the items below will result in a delay of your request. Place a check next to each item included with your submission.

- Completed Application
- Completed Authorization by Property Owner form, if applicant is not the property owner
- Proof of Ownership
- Verification of Paid Taxes
- Plans for the extension of water or sewer from existing facilities to the lot service lines, if applicable
- Environmental Site Assessment or affidavit in accordance with Section 512(b) of the Subdivision Regulations
- Georgia Department of Transportation approval for any subdivision abutting a road maintained by the State of Georgia
- A jurisdictional wetlands delineation of the land to be subdivided or a letter from a soils scientist certifying that no wetlands exist on the land to be subdivided. For properties where wetlands are identified, the limits of any wetlands shall be surveyed and included on the plat along with a certification from the soils scientist verifying the delineation.
- Base flood elevation data for subdivisions greater than fifty (50) lots or five (5) acres and that are located within a Special Flood Hazard Area without an established Base Flood Elevation shall be provided in accordance with Section 105-76 of the Flood Damage Prevention Ordinance. Should an acceptable building envelope in conformance with all required subdivision standards be provided on each lot within the subdivision, then the owner may add the following note to the plat in lieu of providing this data: "No building permits of any kind shall

be issued within the Special Flood Hazard Area until a base flood elevation has been established in accordance with Section 105-76 of the Flood Damage Prevention Ordinance".

- Private Road Lot Splits shall require a Land Disturbance Activity Permit and plans for the grading and surfacing of the planned private road. In lieu of providing this information at the time of subdivision, the owner may add the following note to the plat: "No building permits will be issued for any construction until the private road is constructed in accordance with the Bryan County Engineering and Design Standards".
- One (1) copy of the existing plats or deeds which created the affected lots or parcels
- One (1) digital, two (2) 11x17 inch, and two (2) full size copies of the proposed minor subdivision plat prepared in accordance with the Plat Requirement Checklist

**Applicant Acknowledgement:** 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.

  
\_\_\_\_\_  
Applicant Signature

9-2-19  
\_\_\_\_\_  
Date

If you have questions, contact the Community Development Department at one of our office locations.

51 North Courthouse Street  
Pembroke, GA 31321  
Phone: 912-653-3893  
Fax: 912-653-3864

66 Capt. Matthew Freeman Drive  
Richmond Hill, GA 31324  
Phone: 912-756-3177  
Fax: 912-756-7951

FOR OFFICE USE ONLY

Completeness Crt'd: 8-5-19 Final Plat Reviewed: \_\_\_\_\_ P&Z Action: 9/3/19

Bryan County  
Board of Commissioners

Community Development Department



**AUTHORIZATION BY PROPERTY OWNER**

I, Tara M. Casey, 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 Bryan County, Georgia

He/She authorizes the person named below to act as applicant in the pursuit of a subdivision of their property.

I hereby authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application.

Name of Applicant: Michael T. Casey Jr.

Address: 379 Bluff Dr.

City: Richmond Hill State: GA Zip Code: 31324

Telephone Number: (902) 312-0421 Email: tcasey571@yahoo.com

Mary Casey  
Signature of Owner

8-27-19  
Date

Tara M. Casey  
Owners Name (Print)

Personally appeared before me

Tara M. Casey  
Owner (Print)

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

This Day 27th of August 2019

Teresa Dinh  
Notary Public



(Notary Seal)

Bryan County  
Board of Commissioners



Community Development Department

AUTHORIZATION BY PROPERTY OWNER

I, Michael T. Casey JR 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 Bryan County, Georgia

He/She authorizes the person named below to act as applicant in the pursuit of a subdivision of their property.

I hereby authorize the staff of the Bryan County Community Development Department to inspect the premises which are the subject of this application.

Name of Applicant: Michael T. Casey JR

Address: 379 BIRCH DR.

City: Buckhead Hill State: GA Zip Code: 30324

Telephone Number: (907) 312-0421 Email: tcasey5711@yahoo.com

[Signature]  
Signature of Owner

9-2-19  
Date

Michael T. Casey JR  
Owners Name (Print)

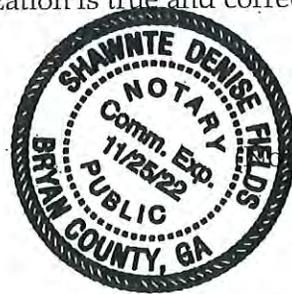
Personally appeared before me

Michael T. Casey JR  
Owner (Print)

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

This Day 2 of August

[Signature]  
Notary Public



(Notary Seal)

PIN #  
062-141

BRYAN COUNTY  
CLERK OF COURTS

1050 0450

2012 MAY -2 AM 11:45

BOOK# \_\_\_\_\_ PAGE# \_\_\_\_\_  
CLERK OF SUPERIOR COURT  
BRYAN COUNTY, GA  
REBECCA G. CROWE

Bryan County, Georgia  
Real Estate Transfer Tax

Paid 36.30

015-2012-000424

5-2-12  
P. Simmons  
Clerk of Superior Court

(SPACE ABOVE THIS LINE FOR RECORDING OFFICE USE)

STATE OF GEORGIA

COUNTY OF BRYAN

}  
}  
}

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 27th day of April, 2012, between TMH, LLC, a Georgia limited liability company, as Party of the First Part, and MICHAEL T. CASEY, SR., as Party of the Second Part.

- WITNESSETH -

THAT the said Party of the First Part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable considerations to it in hand paid by the said Party of the Second Part, at and before the sealing 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, executors, administrators, successors and assigns, the following described property, to-wit:

All those certain lots, tracts or parcels of land, situate, lying and being in Bryan County, Georgia, and being shown as "PARCEL 4, 5.00 ACRES" on a certain plat of survey entitled "Parcels 2, 3 and 4, being a Division of a Portion of Rayonier Tract, 20th G.M. District Bryan County, Georgia" for TMH, LLC Properties, dated January 1, 2011, prepared by Michael A. Hussey, G.R.L.S #2509, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia in Plat Book 438, Page 443. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein by specific reference. Said property is presently known as 1076 Belfast River Road, Richmond Hill, GA 31324.

SUBJECT, HOWEVER, to those certain covenants and restrictions as contained in that certain Limited Warranty Deed from Rayonier Forest Resources, L.P. to TMH, LLC, recorded in Book 1050 Page 446 Bryan County, Georgia records, including a restriction which provides that the land conveyed shall not be used for the purpose of a mobile home park nor shall any mobile, modular, or manufactured homes, recreational vehicles (permanent or non-permanent), house trailers, panelized and pre-cut homes, (other than temporary sales and construction

HENDERSON  
LAW FIRM LLC  
Post Office Box 560  
Richmond Hill, GA 31324  
(912) 758-2831  
Our File: 09287-02-10

2/12

1050

trailers) be placed on any of the Property conveyed hereby, said covenant shall expire upon the tenth (10th) anniversary of the date of this document being recorded in the public records of Bryan County, Georgia. Reference to the afore-

Further subject, however, to all valid restrictions, easements and rights of way

BOOK# 1050  
PAGE# 450  
CLERK OF SUPERIOR COURT  
BRYAN COUNTY, GA  
REBECCA G. COOPER

is a portion of the property conveyed to TMH, LLC by Limited Warranty Deed dated April 27, 2012, and filed in Deed Book 1050 Page 440, Bryan County, Georgia records.

TO HAVE AND TO HOLD the above-described property, together with all and singular, the rights, members, hereditaments and appurtenances unto the same belonging or in anywise appertaining, unto the said Party of the Second Part, their heirs, executors, administrators, successors and assigns, in fee simple forever;

AND LASTLY, the said Party of the First Part, for itself and its successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said Party of the Second Part, his heirs, executors, administrators, successors and assigns, against the claims of all persons claiming under, by or through said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name and on its behalf, on the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TMH, LLC

Irish Conley  
Rebecca G. Cooper  
Notary Public,  
Bryan County, Georgia

By: Tara Michelle Casey (L.S.)  
Tara Michelle Casey, Member/Manager

[NOTARIAL SEAL]





BK: 1357 PG: 932

TRACT TWO: 062 - 142

All that certain lot, tract or parcel of land, situate, lying and being in Bryan County, Georgia, and being shown as "Parcel 3, 11.55 ACRES" on a certain plat of survey entitled "Recombination Survey, Being a recombination of Parcel 3 and Parcel A-1, 20th G.M. District, Bryan County, Georgia" for TMH, LLC Properties, dated April 27, 2015, prepared by Michael A. Hussey, G.R.L.S #2509, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia in Plat Book 665, Page 5A. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein by specific reference.

TITLE TO THE WITHIN PROPERTIES HAS NOT BEEN EXAMINED NOR CERTIFIED BY THE PREPARER OF THIS DEED.

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

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

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be signed and its corporate seal affixed by its authorized officers on the day and year first above written as the date hereof.

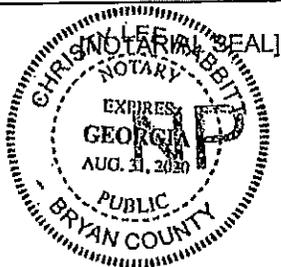
Signed, sealed and delivered  
in the presence of:

TMH, LLC

Irish Conlay  
Unofficial Witness

By: Tara Michelle Casey  
Tara Michelle Casey, Sole Member (Title)

Notary Public



**Bryan County  
Board of Commissioners**

Community Development Department



**VERIFICATION OF PAID TAXES**

       The undersigned verifies that all Bryan County property taxes, billed to date to the parcel listed below, have been paid in full to the Tax Commissioner of Bryan County, Georgia.

       The undersigned verifies that all Bryan County fire and garbage taxes for the parcel listed below have been paid in full to the Tax Commissioner of Bryan County, Georgia.

062-143, 062-142, 062-141  
Parcel Identification Number

[Signature]  
Signature of Applicant

9-2-19  
Date

**BRYAN COUNTY TAX COMMISSIONER'S USE ONLY**

Payment of all taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below.

Name: Tiffany M. Diehl Title: Tax Clerk

Signature: [Signature] Date: 8.2.19.

**IF APPLYING FOR A MOBILE HOME PERMIT, PLEASE COMPLETE THE FOLLOWING:**

Manufactured Home: \_\_\_\_\_ Make \_\_\_\_\_  
\_\_\_\_\_ Model \_\_\_\_\_  
\_\_\_\_\_ Year \_\_\_\_\_  
\_\_\_\_\_ Serial # \_\_\_\_\_

       The undersigned verifies that a current Bryan County Decal has been issued for the mobile home referenced above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan County  
Board of Commissioners

Community Development Department



**AFFIDAVIT FOR ARTICLE V**  
**EXEMPTION FROM ENVIRONMENTAL SITE ASSESSMENT**

Owner's Name Tara M. Casey Phone number: 912-756-5711

Street Address of Location: 1051 Belfast River Rd.

The signing of this statement certifies that I, Tara M. Casey, owner of the lot with the tax parcel number 062-142 / 062-143 understand that subdivisions applied for under Article XIII of the Subdivision regulations, may qualify for an exemption from Article V, which requires an Environmental Site Assessment of all properties subdivided in Bryan County. In accordance with Article V, Section 512, I acknowledge that the aforementioned property has (1) never been used as a landfill and has (2) no environmentally dangerous situation existing on the property.

Tara M. Casey  
Signature of Owner

Personally appeared before me

Tara M. Casey  
Applicant (Print)

Who on oath deposes and says that the above is true to the best of his or her knowledge and belief.

This 27<sup>th</sup> day of August 2019

Teresa Dinh  
Notary Public

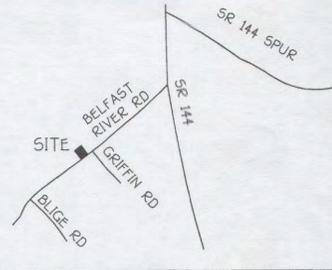


(Notary Seal)

"Exhibit A-2"



PIN 055 060  
NOW OR FORMERLY  
RAYDIENT LLC  
C/O RAYONIER TAX SRV  
LARSON & MCGOWIN LLC



VICINITY MAP (NTS)

APPROVED UNDER ARTICLE XIII

Planning Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

911 Address Director \_\_\_\_\_ Date of Approval \_\_\_\_\_

Planning and Zoning Chairman \_\_\_\_\_ Date of Approval \_\_\_\_\_

NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE PARCEL 2 INTO 3 LOTS.
2. WETLAND AREAS SHOWN ARE BASED ON THE NWI MAPS AND HAVE NOT BEEN VERIFIED BY THE COE.
3. ANY WETLANDS ARE UNDER THE JURISDICTION OF THE U. S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLANDS WITHOUT PROPER AUTHORIZATION.
4. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13029C0295D AND NO. 13029C0375D DATED AUGUST 2, 2018, THIS PROPERTY DOES NOT FALL WITHIN A DESIGNATED FLOOD HAZARD AREA.
5. DRIVEWAYS SHALL BE A MINIMUM OF 350' APART.
6. WATER TO BE PROVIDED BY INDIVIDUAL WELL AND SEWER BY INDIVIDUAL SEWAGE DISPOSAL SYSTEM.
7. PARCELS 2A SHALL SHARE THE MAINTENANCE RESPONSIBILITY OF THE 50' PRIVATE ROAD RIGHT-OF-WAY.
8. THERE SHALL BE NO FURTHER SUBDIVISION OF PARCEL 2A AS IT PERTAINS TO THE APPROVAL UNDER ARTICLE XIII.
9. NO BUILDING PERMITS WILL BE ISSUED FOR ANY CONSTRUCTION UNTIL THE PRIVATE ROAD IS CONSTRUCTED IN ACCORDANCE WITH THE BRYAN COUNTY ENGINEERING AND DESIGN STANDARDS.

Error Of Closure (Plat): 1/871,326  
Error Of Closure (Field): 1/32,500  
Field Survey Date: 01-31-2019  
Angular Error: 2" Per Point  
Total Area: 22.50 Acres  
Total No. Lots: 2  
Equipment Used: Sokkia Set 5 2" Total Station

PLATS AND DEEDS:  
PLAT BOOK 638 PAGE 6B  
PLAT BOOK 657 PAGE 7B  
DEED BOOK 1294 PAGE 907

NOTE: PROPERTY IS ZONED A-5  
FRONT SETBACK - 75'  
REAR SETBACK - 50'  
SIDE SETBACK - 50'

SURVEYORS CERTIFICATION

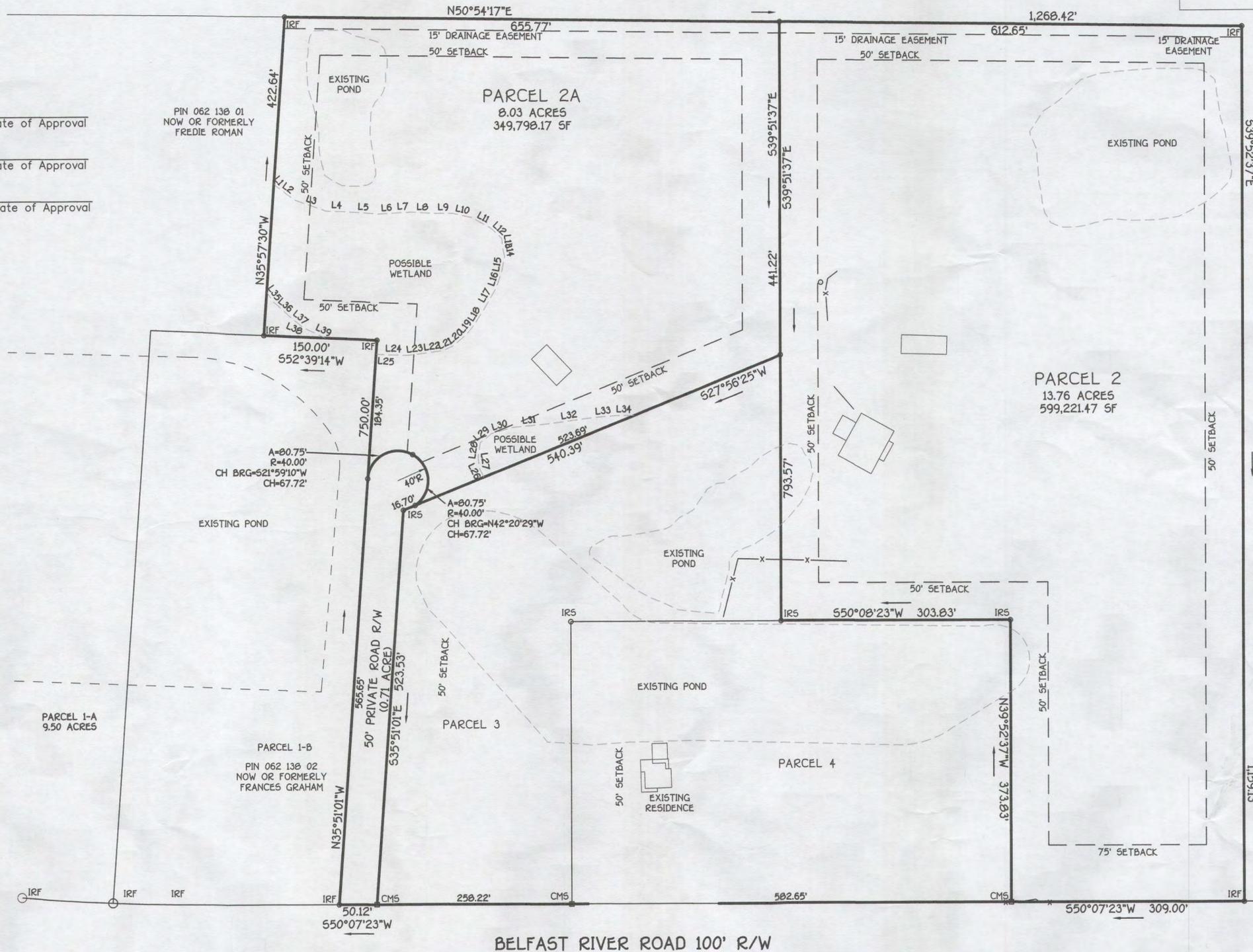
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions that require prior approval for recording this type of plat as shown in the statements and signature blocks. Such approvals or affirmations, should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



Michael A. Hussey  
Ga. Reg. L.S. No. 2509

SPECIAL NOTE:

Bryan County will not maintain, repair or replace any Private Roads and Drainage Systems. The responsibility for such maintenance, repair or replacement is addressed in a Maintenance Agreement between the Developer of the Subdivision and the purchasers of Lots within the Subdivision. Any purchasers of Lots within this Subdivision are urged to carefully review such Maintenance Agreement to determine the party or parties responsible for the maintenance of the Private Roads and Drainage Systems and the source of the funds to provide such maintenance.



LINE	BEARING	DISTANCE
L1	S78°49'27"E	4.88'
L2	N86°39'17"E	30.60'
L3	N69°45'52"E	44.11'
L4	N52°34'32"E	29.70'
L5	N54°12'27"E	40.39'
L6	N46°54'34"E	23.53'
L7	N47°46'17"E	19.29'
L8	N53°29'18"E	31.47'
L9	N50°07'23"E	24.02'
L10	N62°15'07"E	25.11'
L11	N79°39'34"E	29.43'
L12	S86°32'06"E	19.60'
L13	S45°52'55"E	12.12'
L14	S50°30'16"E	12.58'
L15	S28°41'44"E	21.28'
L16	S20°32'26"E	21.03'
L17	S10°06'12"E	30.62'
L18	S07°59'36"E	26.54'
L19	S01°18'54"E	16.36'
L20	S09°58'21"W	23.73'
L21	S25°17'03"W	14.36'
L22	S42°12'27"W	25.39'
L23	S43°25'11"W	21.56'
L24	S52°05'44"W	36.54'
L25	S55°30'32"W	5.88'
L26	N65°24'32"W	12.44'
L27	N47°47'29"W	15.46'
L28	N31°12'54"W	19.79'
L29	N11°28'54"W	19.07'
L30	N33°50'18"E	28.82'
L31	N44°31'07"E	47.90'
L32	N42°20'39"E	59.71'
L33	N45°13'37"E	29.90'
L34	N50°07'23"E	24.96'
L35	S73°56'28"E	16.05'
L36	S88°08'06"E	31.51'
L37	N89°28'12"E	21.17'
L38	N75°07'42"E	20.84'
L39	N76°08'02"E	11.06'

PIN 055 060  
NOW OR FORMERLY  
RAYDIENT LLC  
C/O RAYONIER TAX SRV  
LARSON & MCGOWIN LLC

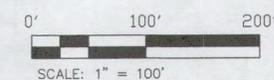
RECEIVED  
AUG 23 2019

MINOR SUBDIVISION SURVEY

BEING A SUBDIVISION OF PARCEL 2,  
20TH G.M. DISTRICT, BRYAN COUNTY,  
GEORGIA.

FOR  
TMH, LLC PROPERTIES LLC  
379 BLUFF DRIVE  
RICHMOND HILL, GA 31324

SUNDIAL LAND SURVEYING, PC  
L5F000957  
1190B KING GEORGE BLVD, SUITE 5  
SAVANNAH, GA 31419  
912-235-2477



DATE: 07-28-

# “B” Exhibits – Agency Comments



BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7953  
(Fax) 756-7951

Article XIII, Section 302 of the Bryan County Zoning Ordinance requires that we secure comments from the Engineering Director, Fire Chief, County Health Director, and Public Works Director on the following zoning application:

CASE # SD#3129-19 and V#327-19

Zoning Request: Request for a Private Road Lot Split to create a new private road with two 5-acre single family lots; and with a variance to exceed private road length of 300'.

Filed by: Michael T. Casey, Jr, 379 Bluff Drive, Richmond Hill, GA

Owners: Same

Property address: Belfast River Road

Map and Parcel # 062-141, 062-142, 062-143

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

Comments: • show driveway locations on plat  
• provide letter from environmental consultant confirming location of wetland boundaries.  
• note indicating that all lots with frontage on the private road will be accessed from same.  
• increase cul-de-sac bulb radius as required by county design standards.

Engineering Director       Fire Chief       County Health Director

Public Works Director       Bryan County Schools (optional)

Signature: Kirk A. Coan      Date: 8.12.19



**BRYAN COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
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**Owners:** Same

**Property address:** Belfast River Road

**Map and Parcel #** 062-141, 062-142, 062-143

This issue is scheduled for a public hearing with the Planning and Zoning Commission on 9/3/2019 and the Board of Commissioners on 9/10/2019.

Please return this completed form with any comments/attachments to the Community Development Department by 8/16/2019.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineering Director**       **Fire Chief**       **County Health Director**

**Public Works Director**       **Bryan County Schools (optional)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# “C” Exhibits – Bryan County Supplements

# "Exhibit C-1"



- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Subject Parcels 062-141, 062-142, & 062-143
- Surrounding Parcels



Produced by Bryan County GIS  
August 2019

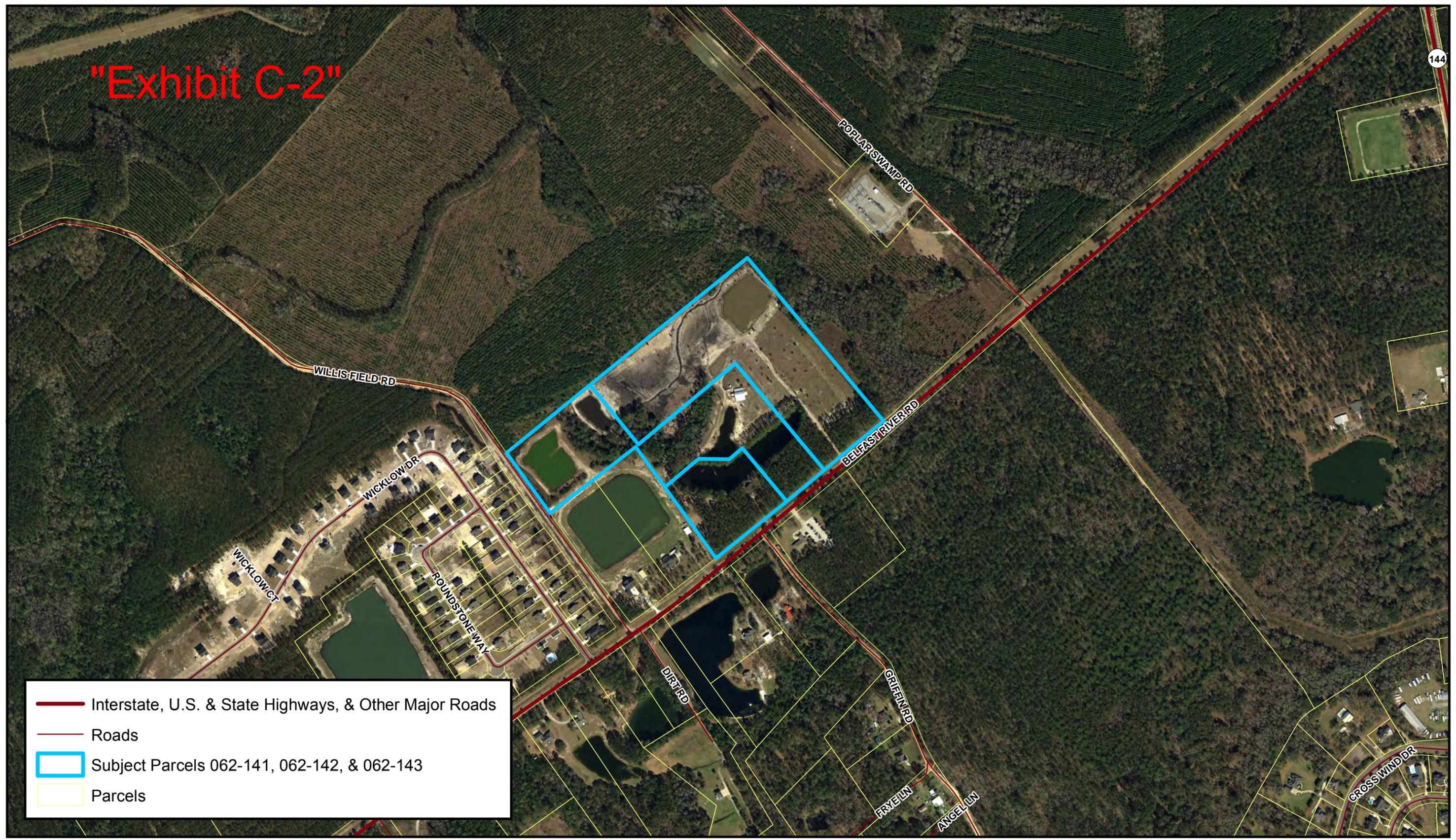


**Overview Map**  
**Michael T. Casey Jr.**  
**Case SD# 3129-19**

DISCLAIMER  
Information represented in this compilation from numerous digital GIS resources is solely for planning and illustration purposes. It is not suitable for site-specific decision making. The accuracy of this product is dependent upon the source data and therefore the accuracy cannot be guaranteed. The areas depicted in this GIS Map Product are approximate, and is not necessarily accurate to surveying or engineering standards. Bryan County, City of Richmond Hill, or City of Pensbroke assumes no responsibility or liability for the information contained therein or if information is used for other than its intended purpose. Reproduction, dissemination, altering this data is not authorized without prior consent. Bryan County, City of Richmond Hill, or City of Pensbroke assumes no responsibility or liability for modified data.

"Exhibit C-2"

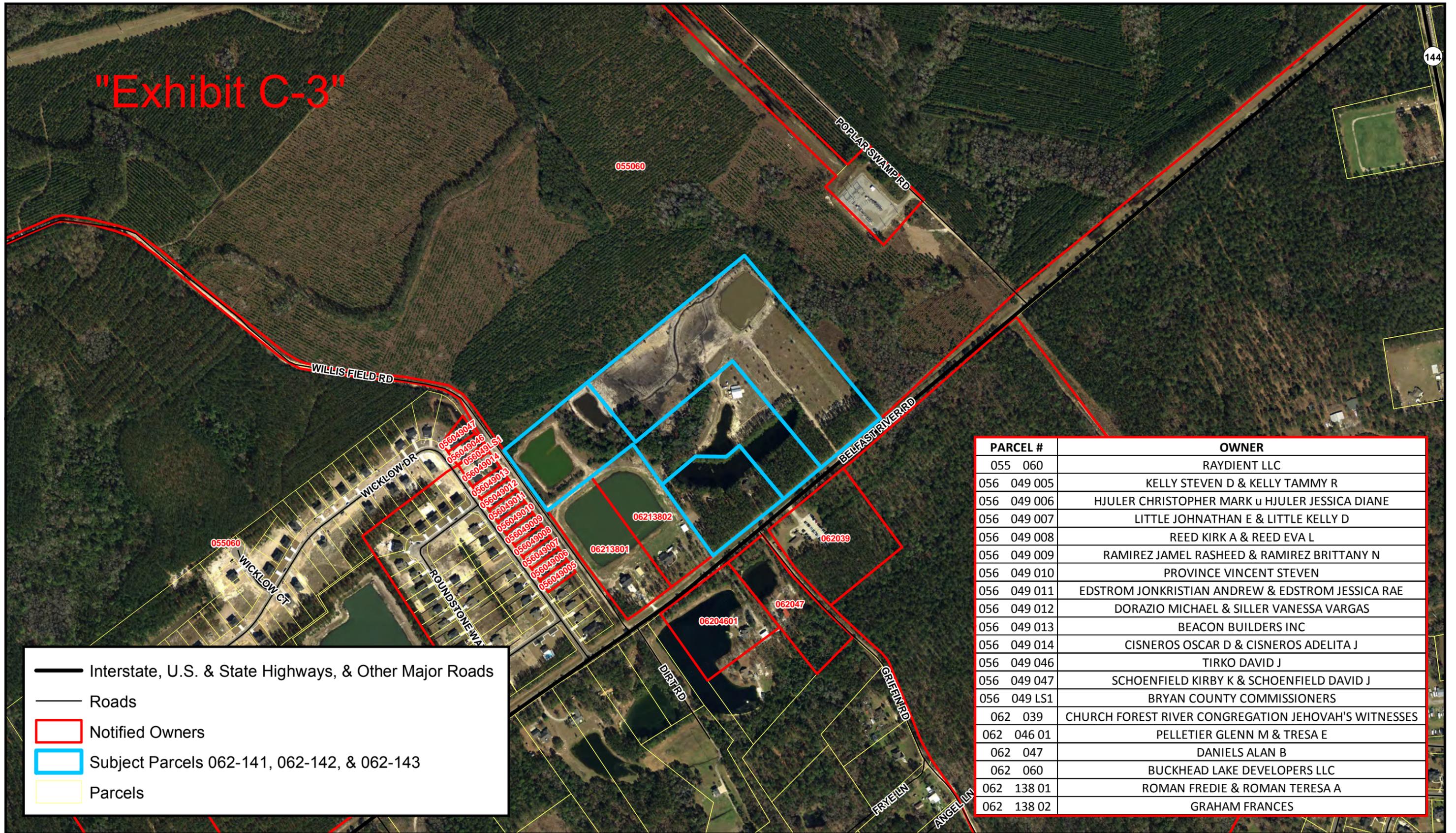
144



— Interstate, U.S. & State Highways, & Other Major Roads  
— Roads  
 Subject Parcels 062-141, 062-142, & 062-143  
 Parcels



"Exhibit C-3"



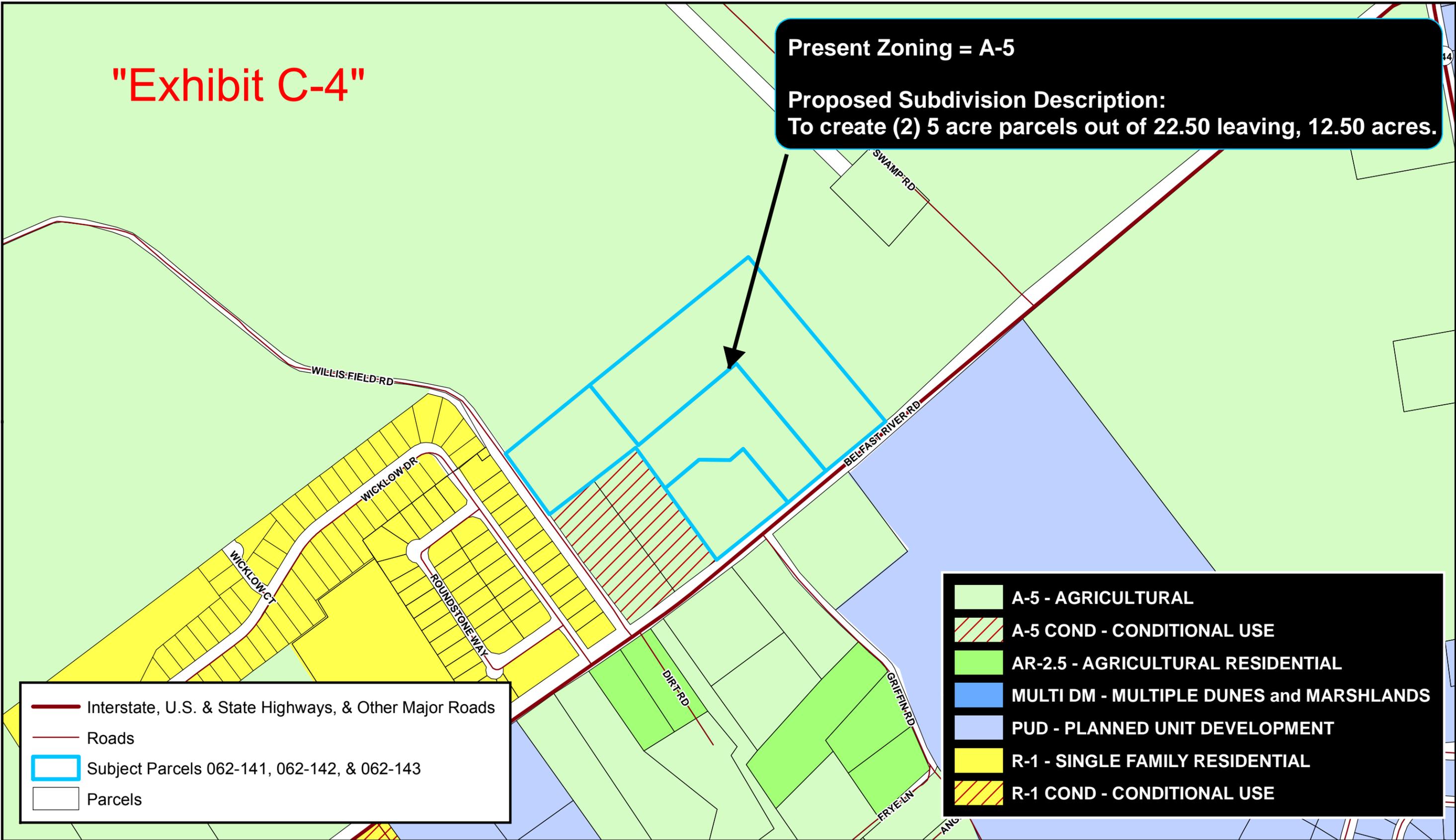
- Interstate, U.S. & State Highways, & Other Major Roads
- Roads
- Notified Owners
- Subject Parcels 062-141, 062-142, & 062-143
- Parcels

PARCEL #	OWNER
055 060	RAYDIENT LLC
056 049 005	KELLY STEVEN D & KELLY TAMMY R
056 049 006	HJULER CHRISTOPHER MARK u HJULER JESSICA DIANE
056 049 007	LITTLE JOHNATHAN E & LITTLE KELLY D
056 049 008	REED KIRK A & REED EVA L
056 049 009	RAMIREZ JAMEL RASHEED & RAMIREZ BRITTANY N
056 049 010	PROVINCE VINCENT STEVEN
056 049 011	EDSTROM JONKRISTIAN ANDREW & EDSTROM JESSICA RAE
056 049 012	DORAZIO MICHAEL & SILLER VANESSA VARGAS
056 049 013	BEACON BUILDERS INC
056 049 014	CISNEROS OSCAR D & CISNEROS ADELITA J
056 049 046	TIRKO DAVID J
056 049 047	SCHOENFIELD KIRBY K & SCHOENFIELD DAVID J
056 049 LS1	BRYAN COUNTY COMMISSIONERS
062 039	CHURCH FOREST RIVER CONGREGATION JEHOVAH'S WITNESSES
062 046 01	PELLETIER GLENN M & TRESA E
062 047	DANIELS ALAN B
062 060	BUCKHEAD LAKE DEVELOPERS LLC
062 138 01	ROMAN FREDIE & ROMAN TERESA A
062 138 02	GRAHAM FRANCES



# "Exhibit C-4"

**Present Zoning = A-5**  
**Proposed Subdivision Description:**  
**To create (2) 5 acre parcels out of 22.50 leaving, 12.50 acres.**



— Interstate, U.S. & State Highways, & Other Major Roads  
— Roads  
  Subject Parcels 062-141, 062-142, & 062-143  
  Parcels

- A-5 - AGRICULTURAL
- A-5 COND - CONDITIONAL USE
- AR-2.5 - AGRICULTURAL RESIDENTIAL
- MULTI DM - MULTIPLE DUNES and MARSHLANDS
- PUD - PLANNED UNIT DEVELOPMENT
- R-1 - SINGLE FAMILY RESIDENTIAL
- R-1 COND - CONDITIONAL USE



