



C H A T H A M C O U N T Y - S A V A N N A H

METROPOLITAN PLANNING COMMISSION

"Planning the Future - Respecting the Past"

M E M O R A N D U M

DATE: JULY 21, 2020

TO: THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

FROM: METROPOLITAN PLANNING COMMISSION

SUBJECT: MPC RECOMMENDATION

PETITION REFERENCED:

Petition to Rezone Property
Pier Rock Hwy 17 LLC, Petitioner
Harold Yellin, Agent
4704 Ogeechee Road
Aldermanic District: 1 – Lanier
County Commission District: 8 – Ellis
Property Identification Number: 20097 01001
File No. 20-002971-ZA

MPC ACTION:

Approval of the petitioner's request to rezone the subject site from the existing B-C (Community - Business) zoning classification to an I-L (Light -Industrial) zoning classification based on the findings identified in the staff report.

MPC STAFF RECOMMENDATION:

Approval of the petitioner's request to rezone the subject site from the existing B-C (Community - Business) zoning classification to an I-L (Light -Industrial) zoning classification based on the findings identified in the staff report.

MEMBERS PRESENT: 9 + Chairman

Joseph Ervin, Chairman	Linder Suthers
Travis Coles	Joseph Welch
Ellis Cook	Tom Woiwode
Karen Jarrett	
Tanya Milton	
Eula Parker	
Lee Smith	

PLANNING COMMISSION VOTE: Approve Staff Recommendation (9-0)

APPROVAL Votes: 9	DENIAL Votes: 0	ABSENT
Ervin Cook Coles Jarrett Milton Parker Suthers Smith Woiwode		Branch Manigault Monahan Noha Welch

Respectfully submitted,



Melanie Wilson
Executive Director

/jh

Enclosure

cc Mark Massey, Clerk of Council
Lester B. Johnson, Assistant City Attorney
Jennifer Herman, Assistant City Attorney
Beth Barnes, Department of Inspections





C H A T H A M C O U N T Y - S A V A N N A H

METROPOLITAN PLANNING COMMISSION

Planning the Future - Respecting the Past

TO: The Mayor and Aldermen, City of Savannah

FROM: The Planning Commission

DATE: July 21, 2020

**SUBJECT: Petition to Rezone Property
Pier Rock Hwy 17 LLC, Petitioner
Harold Yellin, Agent
4704 Ogeechee Road
Aldermanic District: 1 - Lanier
County Commission District: 8 - Ellis
Property Identification Number: 20097 01001
File No. 20-002971-ZA**

Marcus Lotson, MPC Project Planner

Issue:

A request to rezone 69.235 acres adjacent to U.S. Highway 17 from the B-C (Community Business) classification to the I-L (Light Industrial) classification.

Background:

The subject property is located on the north side of Ogeechee Road between Chatham Parkway and Dean Forest Road in the City of Savannah. The portion under consideration is approximately 70 acres, undeveloped and immediately east of the municipal boundary with the city of Garden City. By petition of the former owner, the site and the larger adjacent tract was rezoned to the P-D-R (Planned Development Reclamation) zoning classification in 2006 for the purpose of establishing a borrow pit. The borrow pit was developed consistent with the approved site plan and was later amended in 2010. The current owners, who recently acquired the property, are in the process of closing out the pit under the review of the Environmental Protection Division (EPD), the permit is attached. In addition, they are responsible for satisfying Code Compliance issues identified by the City of Savannah as having occurred under the previous owner. Once closeout is complete, the former borrow pit will serve as a recreational lake.

The frontage, which is what is under consideration for rezoning, was converted to the B-C zoning classification with the adoption of NewZO. At the time map changes were being addressed during the writing of the ordinance, it was anticipated that properties along Highway 17 would convert to retail and other commercial uses. The precipitous downturn in retail markets, especially “big box” stores, prevented this development pattern from occurring.

1. **Existing Development Pattern:** The vicinity of the subject property includes commercial, industrial and residential development.

The land uses and zoning districts surrounding the subject property include:

<u>Location</u>	<u>Land Use</u>	<u>Designation</u>
North	Former Borrow Pit	A-1
South	U.S. Hwy 17 / Commercial	A-T
East	Metal Fabrication	I-L
West	Residential / Commercial / Garden City	C-2A / R-1

2. **Existing B-C (Community - Business) Zoning District:**

- a. **Intent of the B-C District:** “The B-C district is established to accommodate a range of nonresidential uses that serve a community-wide market area and upper story residences. Uses in this district are intended to be located primarily on collector or arterial streets.”
- b. **Allowed Uses:** The uses permitted in the B-C district are attached to the agenda item.
- c. **Development Standards:** The development standards for the B-C district are identified in Table 1

3. **Proposed I-L (Light - Industrial) Zoning District:**

- a. **Intent of the I-L District:** “The I-L district is established to provide for a wide range of research and development, light manufacturing and assembly, warehousing, and wholesaling activities as well as some support services. These uses are subject to standards intended to ensure such development is compatible with adjacent and nearby non-industrial areas. Development must be operated in a clean and quiet manner, with most activities occurring indoors, and should not be a nuisance to nearby non-industrial uses.”
- b. **Allowed Uses:** The uses permitted in the I-L district are attached to the agenda item.
- c. **Development Standards:** The development standards for the I-L district are identified in Table 1

4. **Transportation Network:** The subject site is located along Ogeechee Road which is considered a major arterial street according to the Street Classification Map (Section 8-3048).

The two-way street is a four-lane divided highway with a varied right of way. At the subject property, the right of way is approximately 90 feet in width. According to GDOT, Ogeechee Road produces 26,300 vehicle trips per day.

5. **Public Services and Facilities:** The property is served by the Savannah Police Department, City fire protection and by City water and sewer services.
6. **Comprehensive Plan Land Use Element:** The Comprehensive Plan Future Land Use Map (FLUM) designates the property as Planned Development. This designation was established because there was an existing planned development on-site.

ADDITIONAL REVIEW CRITERIA:

a. Suitability and Community Need

- I. *Whether the range of uses permitted by the proposed zoning district is more suitable than the range of uses that is permitted by the current zoning district.*

Staff Comment: The list of uses permitted within the proposed district are more likely to develop at this site. This portion of the corridor is developed with heavy commercial and industrial uses. Retail and service uses are less common. The redevelopment of this property would be a benefit.

- II. *Whether the proposed zoning district addresses a specific need in the county or city.*

Staff Comment: The proposed zoning does not specifically address a need, but it would serve as a catalyst to improve a site that has been unimproved for a number of years.

b. Compatibility

- I. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*

Staff Comment: It is unlikely that the uses permitted in the proposed zoning district would adversely impact the nearby uses located within the area. There are existing industrial uses to the east and to the west a substantial buffer has been provided.

- II. *Whether the zoning proposal is compatible with the present zoning pattern and conforming uses of nearby property and the character of the surrounding area.*

Staff Comment: The proposed I-L district is intended to allow light manufacturing and assembly, warehousing, and wholesaling activities, as well as some support services. These uses are subject to standards intended to ensure such development is compatible with adjacent and nearby non-industrial areas.

III. Whether there are other existing or changing conditions affecting the use and property which give supporting grounds for either approval or disapproval of the zoning proposal.

Staff Comment: The proposed zoning is consistent with the development pattern in the area. It does not appear that the types of uses permitted under the current zoning are likely to develop here. These conditions support the proposed zoning change.

c. Consistency

Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan and other adopted plans, such as a redevelopment plan or small area plan.

Staff Comment: An industrial land use designation would be more appropriate should the zoning change be adopted.

d. Reasonable Use

Whether the property to be affected by the zoning proposal has a reasonable use as currently zoned.

Staff Comment: The existing zoning of the subject property does provide “reasonable use”. However, the proposed zoning is more in line with the development pattern currently seen in the vicinity.

e. Adequate Public Services

Whether adequate school, public safety and emergency facilities, road, ingress and egress, parks, wastewater treatment, water supply and stormwater drainage facilities are available for the uses and densities that are permitted in the proposed zoning district.

Staff Comment: Relative to services, the uses permitted in the proposed I-L district could be accommodated.

f. Proximity to a Military Base, Installation or Airport

In accordance with the O.C.G.A. §36-66-6, when a rezoning is proposed for property located within 3,000 feet of a military base, installation or airport, or within the 3,000-foot Clear Zone and Accident Prevention Zones I and II as prescribed in the definition of an Air Installation Compatible Use Zone that is affiliated with such base.

Staff Comment: The subject site is not located within 3,000 feet of a military base or within the other listed zones.

POLICY ANALYSIS:

Historically the site and the property around it had been used as a borrow pit. The reclamation and redevelopment provide potential for an improvement from a land use standpoint. Retail, service, and lodging uses commonly found in the existing B-C zoning classification seem unlikely to develop at this location. This is due in part to the existing industrial uses nearby and the overall development pattern in the area.

Should the proposed zoning be adopted, any development would need to address the requirements of the zoning ordinance for industrial development including buffers, setbacks, stormwater management and traffic impacts. Development standards are more restrictive under the I-L zoning, but the property is of adequate size to accommodate the more stringent setback requirements and other development standards under this district.

ALTERNATIVES:

1. Recommend approval of the petitioner's request.
2. Recommend denial of the petitioner's request.
3. Recommend approval of an alternative zoning classification.

RECOMMENDATION:

The Planning Commission recommends **Approval** of the petitioner's request to rezone the subject site from the existing B-C (Community - Business) zoning classification to an I-L (Light -Industrial) zoning classification based on the findings identified in the staff report.

Table 1: Comparison of Development Standards for the Existing C-P and Proposed RSF-6 Zoning Districts		
	Existing District	Proposed District
	B-C District	I-L District
Minimum Lot Area (each unit unless otherwise specified)	Residential: Upper Story - 1,850 sf per unit Non-residential: n/a	n/a
Minimum Lot Width	n/a	n/a
Front Yard Setback	n/a	25 ft
Minimum Side Yard Setback	15 ft adjacent to street Interior: n/a	30 ft
Minimum Rear Yard Setback	n/a	20 ft
Maximum Height	75 ft	n/a
Maximum Building Coverage	n/a	80%

Permitted Uses Existing B-C and Proposed I-L	
B-C	I-L
Upper story residential	Agriculture, personal
Child caring institution	Agriculture, restricted
Single room occupancy	Community Garden
Agriculture, personal	Park, general
Community Garden	Post office
Park, general	Police/fire station or substation
Library/community center	Emergency Medical Services (EMS)
Museum	substation/ Ambulance Service
Post office	Shelter, emergency
Police/fire station or substation	Shelter, transitional
Emergency Medical Services (EMS)	Soup kitchen
substation/ Ambulance Service	College, university, seminary
Shelter, emergency	Educational building used by a college,
Shelter, transitional	university or seminary
Soup kitchen	School, trade, vocational or business
Child/adult day care center	All detention and correctional facilities except
Child/adult care center, 24 hour	as listed below:
College, university, seminary	Correctional transition facility
Educational building used by a college, university or	Office, general
seminary	Day labor employment centerL
School, public or private (K-12)	Office, utility/contractor
School, trade, vocational or business	Studio/multimedia production facility
All places of worship	Indoor firearm range
Private club/Lodge	Consumer Fireworks Retail Sales Facility
Correctional transition facility	Convenience store
Hospice	Fuel/gas station
Hospital	Garden center
Intermediate care facility	Plant nursery
Nursing home	Truck Stop
Assisted living facility	Warehouse or Office Showroom / Flex Space
Personal care home, registered	Crematorium
Personal care home, family	Event Venue
Substance recovery facility	Dry Cleaner/Laundry, Neighborhood
Office, general	Self-service storage facility
Call center	Tour company terminal
Day labor employment centerL	Distillery, craft,
Office, medical	Bar; tavern
Office, utility/contractor	Nightclub
Studio/multimedia production facility	Restaurant
Arena; convention center	Food Truck Park
Indoor amusement	Retail consumption dealer (on premise
Indoor firearm range	consumption of alcohol)

<p>Indoor sports facility Indoor archery range/paintball facility Teen Club Theater/cinema/ performing arts Drive-in theater Golf course Outdoor amusement Stadium or outdoor arena; Amphitheater; Outdoor sports facility or complex Retail, general Art/photo studio; gallery Consumer Fireworks Retail Sales Facility Convenience store Fuel/gas station Flea market; Farmer’s market; Open air market Food-oriented retail Garden center Manufactured/modular home sales Outdoor sales Pawnshop Pharmacy Truck Stop Warehouse or Office Showroom / Flex Space Services, general Animal services, indoor Animal services, outdoor Bank Body art services Business support services Catering establishment Check Cashing; Title Pawn. Crematorium Funeral home: mortuary (not including crematorium Event Venue Instructional studio or classroom Laundromat. Dry Cleaner/Laundry, Neighborhood Personal service shop Psychic; palmist; medium; fortune teller Repair-oriented services Self-service storage facility Tour company terminal Distillery, craft, Bar; tavern Nightclub</p>	<p>Ancillary retail dealer (off-premise consumption of alcohol) Winery; Meadery; Cidery Brewery, Micro Heavy equipment/Heavy vehicle sales, rentals and leasing Vehicle Service, Heavy equipment/Heavy vehicle Vehicle service, minor Vehicle service, major Vehicle towing and impound facility Vehicle wash, full or self-service Watercraft sales, repair and service All adult-oriented businesses Dock, Commercial Boat Yard Watercraft Launch/Ramp Container Storage Yard Outdoor Storage Yard Warehousing Dry cleaning/Laundry plant Salvage yard/Recycling facility Manufacturing, Artisan/Craft Manufacturing, Limited/Light Manufacturing, General Research, testing and development laboratory Mulch or compost processing, Class 2 Mulch or compost processing, Class 6 Recycling collection facility Solid waste transfer station Airport, airfield; Heliport Intermodal freight yard Passenger terminal Railyard Transportation dispatch and storage Vehicle and freight terminal Broadcast transmission tower Utilities, major Utilities, minor</p>
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Restaurant Food Truck Park Retail consumption dealer (on premise consumption of alcohol) Ancillary retail dealer (off-premise consumption of alcohol) Package store (not including wine specialty shops) Wine Specialty Shop (not including package stores) Winery; Meadery; Cidery Brewery, Micro Bed and Breakfast Homestay Inn Hotel/motel, 16-74 rooms Hotel/motel, 75 or more rooms Short-term vacation rental Heavy equipment/Heavy vehicle sales, rentals and leasing Vehicle sales, rentals and leasing Moped/motor scooter sales, rentals and leasing Vehicle Service, Heavy equipment/Heavy vehicle Vehicle service, minor Vehicle service, major Vehicle wash, full or self-service Watercraft sales, repair and service Manufacturing, Artisan/Craft Parking facility Passenger terminal Transportation dispatch and storage Broadcast transmission tower Utilities, major Utilities, minor	
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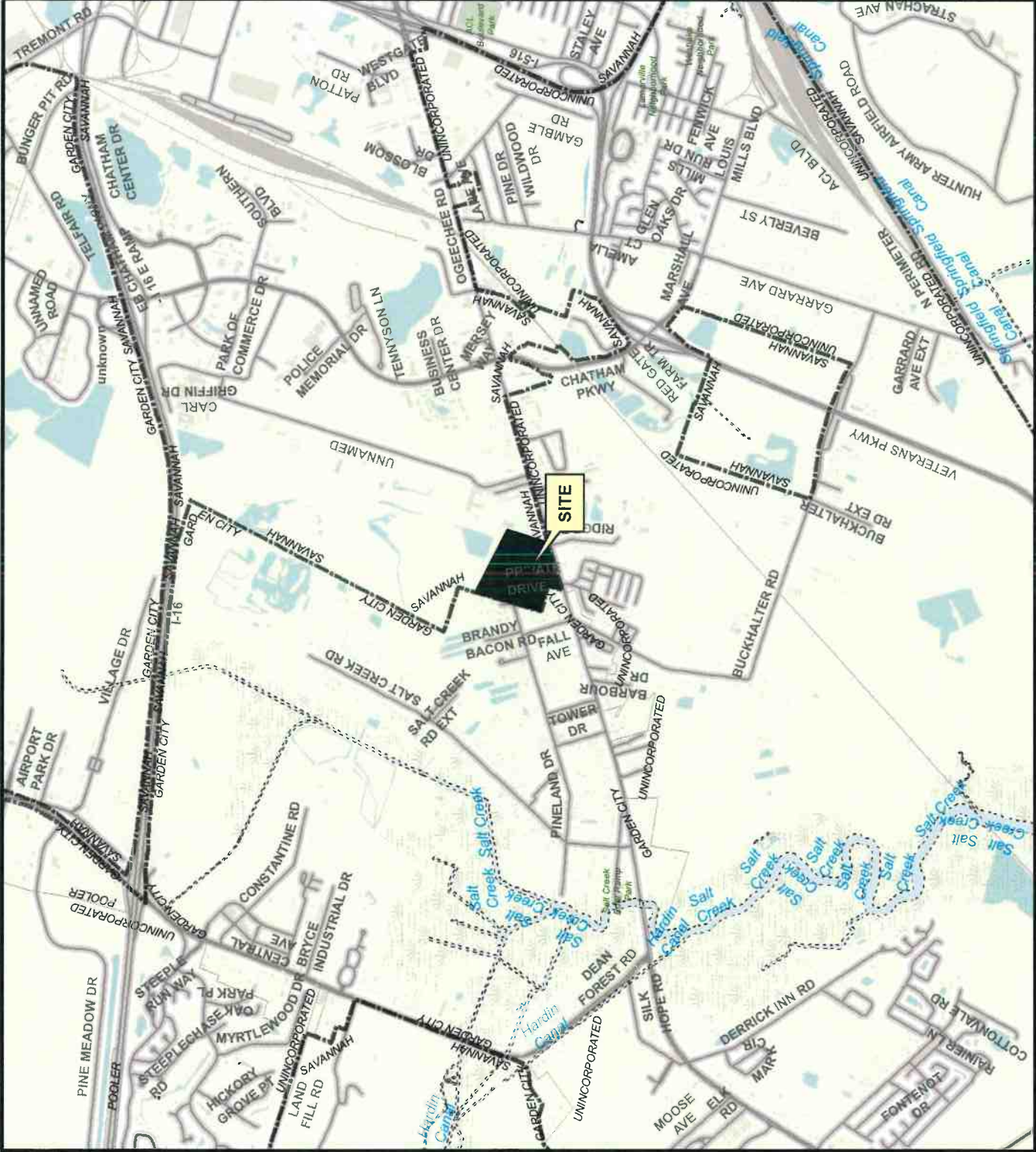
VICINITY MAP

20-002971-ZA
 Aldermanic District: 1
 Commission District: 8
 Neighborhood:
 Ogeechee Corridor Area
 PIN(s): See Map

Date: 6/25/2020



CHATHAM COUNTY · SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31415-8246 PHONE 912.851.1440



1 inch = 3,000 feet



THIS MAP IS A COMPILATION OF INFORMATION FROM VARIOUS SOURCES AND SCALES. IN MOST CASES THE INFORMATION HAS NOT BEEN FIELD VERIFIED. USE THIS MAP FOR GENERAL PLANNING PURPOSES ONLY.

AERIAL MAP

20-002971-ZA
Aldermanic District: 1
Commission District: 8
Neighborhood:
Ogeechee Corridor Area
PIN(s): See Map

Date 6/26/2020



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



1 inch = 300 feet



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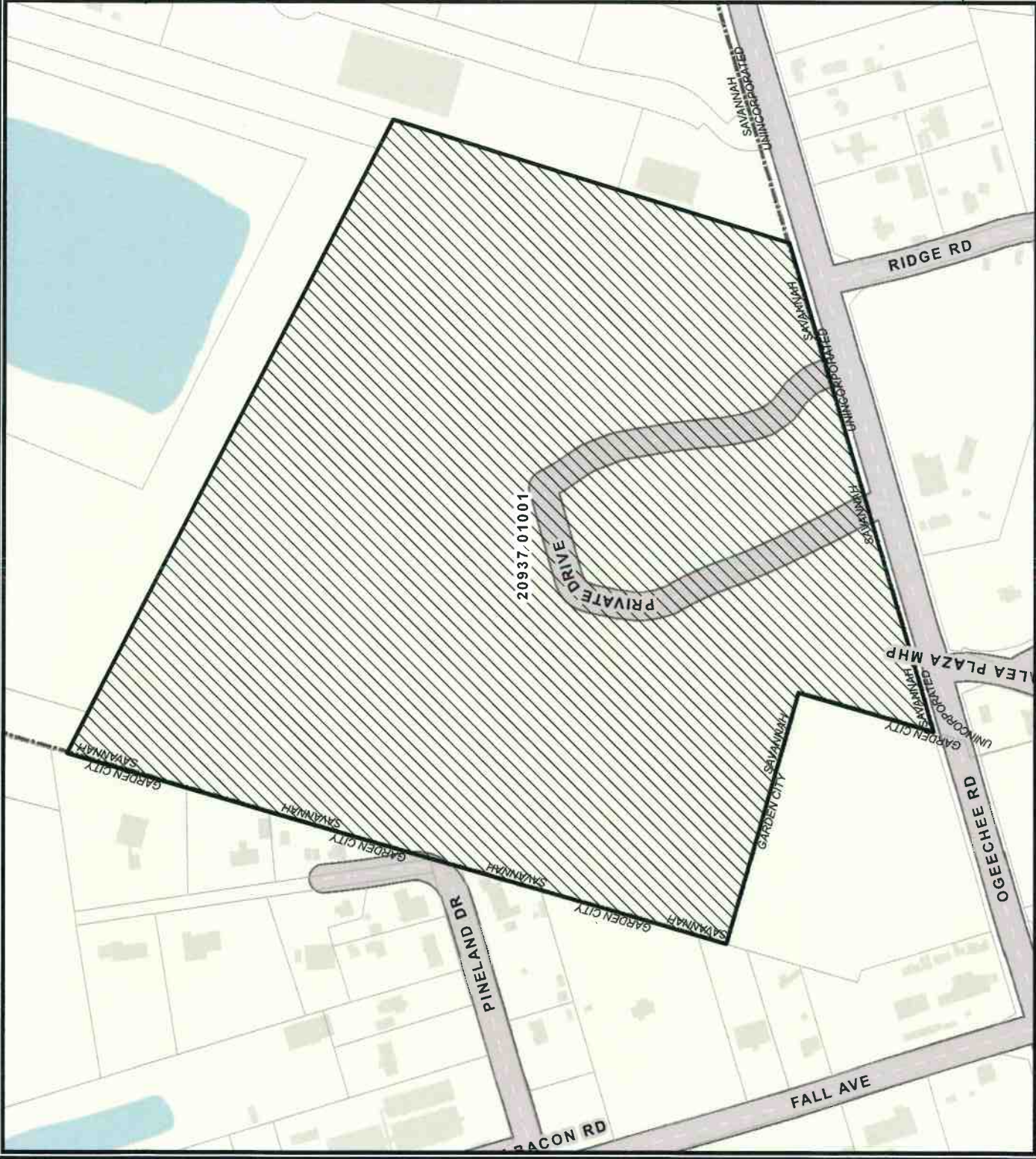
TAX MAP

20-002971-ZA
Aldermanic District: 1
Commission District: 8
Neighborhood:
Ogeechee Corridor Area
PIN(s): See Map

Date 6/26/2020



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-851-1440



1 inch = 300 feet



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ZONING MAP

20-002971-ZA

Aldermanic District: 1

Commission District: 8

Neighborhood:

Ogeechee Corridor Area

PIN(s): See Map

Current property zoning(s) is primarily

B-C (Pre NewZo Zoning "P-D-R")

Proposed property zoning:

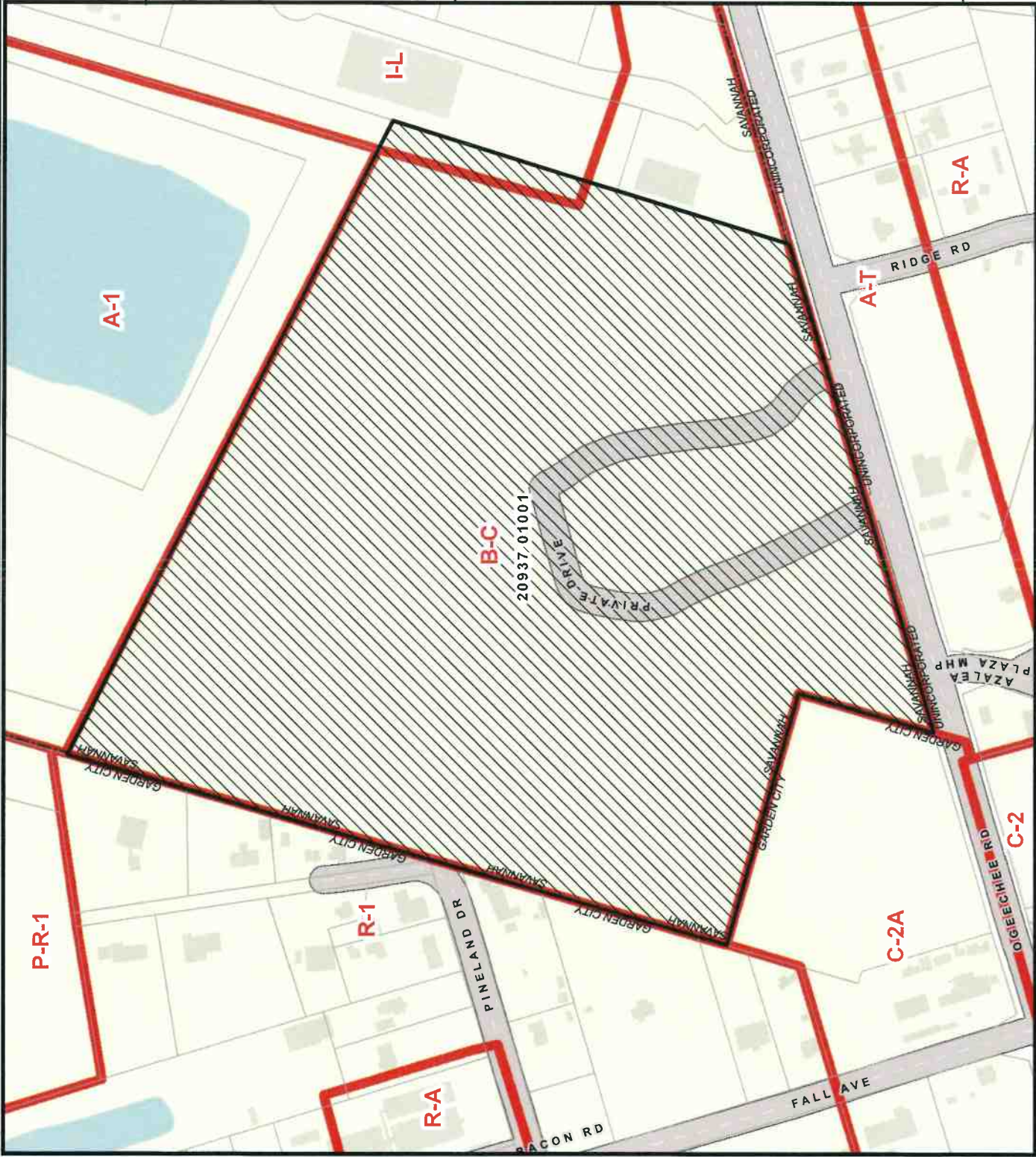
I-L

City of Savannah NewZo Zoning When Applicable

Date: 6/26/2020



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-651-1440



1 inch = 300 feet

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FUTURE LAND USE

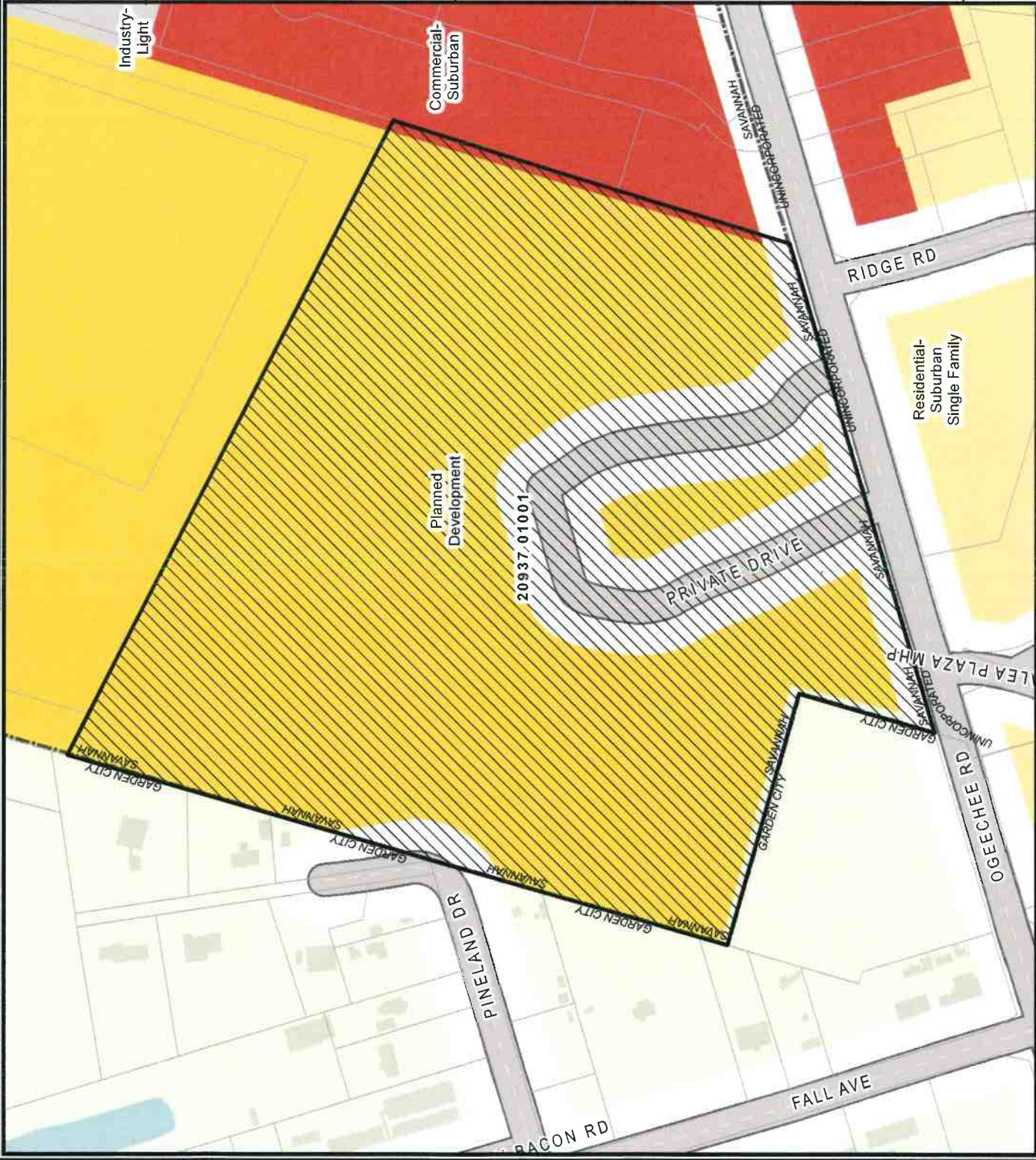
20-002971-ZA
 Aldermanic District: 1
 Commission District: 8
 Neighborhood:
 Ogeechee Corridor Area
 PIN(s): See Map

- Commercial- Suburban
- Residential- Suburban Single Family
- Planned Development
- Industry- Light

Date: 6/26/2020



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
 110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912.651.1440



1 inch = 300 feet



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LABEL MAP

20-002971-ZA

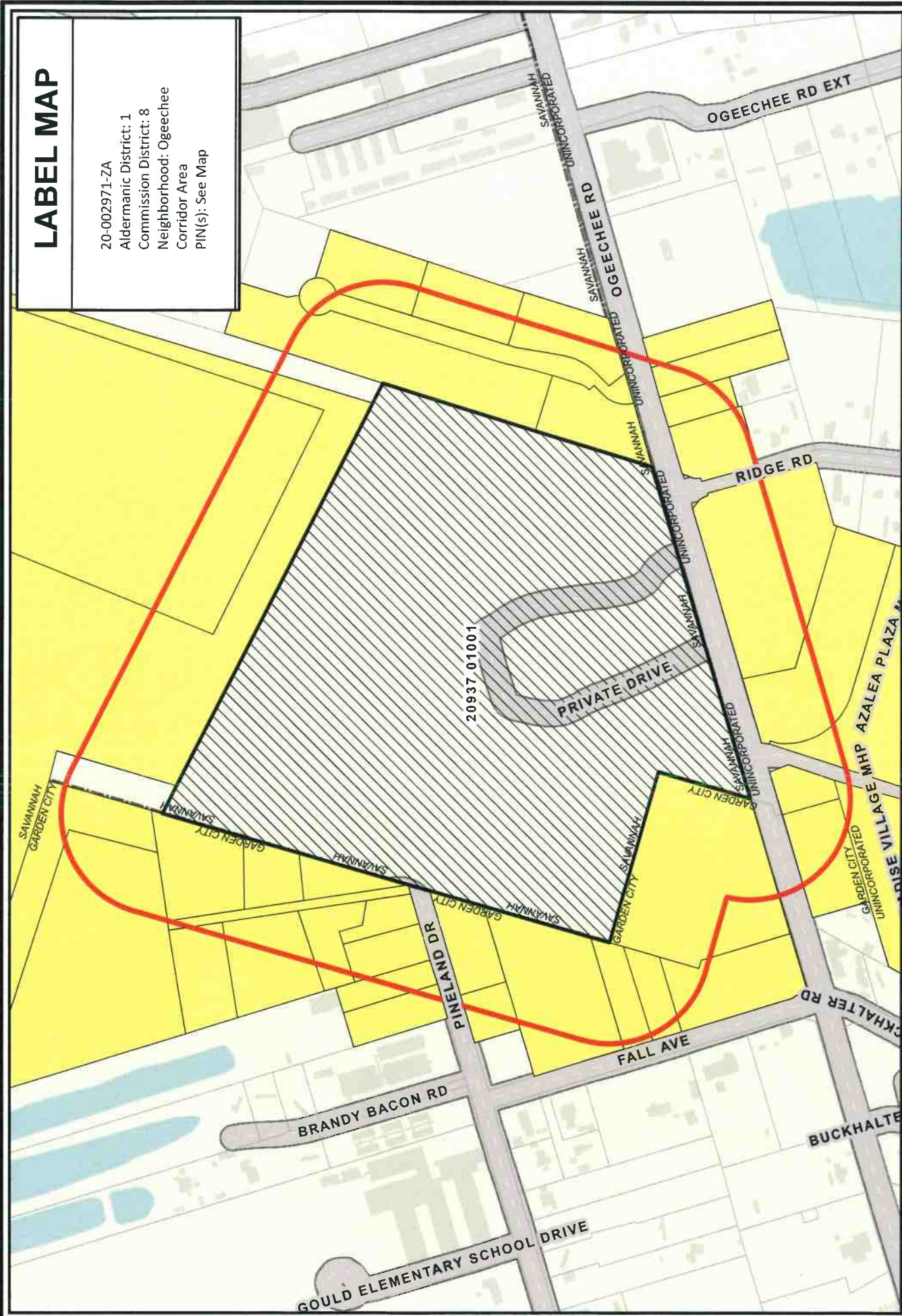
Aldermanic District: 1

Commission District: 8

Neighborhood: Ogeechee

Corridor Area

PIN(s): See Map



CHATHAM COUNTY - SAVANNAH
METROPOLITAN PLANNING COMMISSION
110 E. STATE ST. SAVANNAH, GA 31412-8246 PHONE 912-654-1440



1 inch = 400 feet






Date 6/26/2020

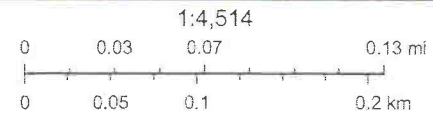
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4704 Ogeechee



6/22/2020 12:33:39 PM

-  Zoning
-  Historic Zoning (Prior to Sept 1, 2019)
-  Property Boundaries (Parcels)



SAGIS



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Land Protection Branch

4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

July 26, 2018

Rob Lee
President
Lanyard Development, Inc.
1000 Town Center Blvd.
Suite 706
Pooler, Georgia 31322

SUBJECT: Amendment No. 3 Approved & Issued:
Operator: Lanyard Development, Inc.
Mine Name: Highway 17 Pit
County: Chatham
Permit Number: 1325-02

Dear Mr. Lee:

The Surface Mining Unit (SMU) of the Georgia Environmental Protection Division (EPD) has completed the review of Amendment No. 3 for the subject site. This **amendment** addresses revisions to the mining land use plan which includes an adjustment to the permitted mining area from 123 acres to 94 acres which includes the release of 44 acres that have been reclaimed and the addition of 15 acres for **reclamation** only.

Amendment No. 3 is hereby issued. Enclosed is a copy of the approved amendment for your files. If you have any questions, please contact Michael Coughlan at 404.362.2599.

Sincerely,

Katherine Gregory
Unit Manager
Surface Mining Unit

Attachments
SM File: 1325-02

RECEIVED

DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION
LAND PROTECTION BRANCH
OLID WASTE PROGRAM

MAY 11 2018

Surface Mining Unit
4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

SOLID WASTE
MANAGEMENT PROGRAM

RECLAMATION REPORT AND REQUEST FOR RELEASE

Permit No.: 1325-02 County: Chatham
Mine Name: Highway 17 Pit Company Name: 17-16 Developers c/o Lanyard Development, Inc.
Mine Address: 4704 Ogeechee Road City, State, ZIP: Savannah, GA 31405

Reclamation Objective:

We have reclaimed, as required by approved Rules of the Department of Natural Resources, Environmental Protection Division, Surface Mining Unit, and our Surface Mining Land Use Plan and Permit No. 1325-02, 44 acres of land that were affected by our surface mining operation.

We further add that:

- Above reclaimed acres **completes** reclamation responsibility under the above plan.
- Above reclaimed acres **partially** fulfills reclamation responsibility under above plan. Identify acreage of partial reclamation by attaching a map.

We request release of:

- Performance bond and all lands affected at this site.
- _____ acres and will post a reduced performance bond so that the original bond will be released.
- 94 acres only as original performance bond is to be held by the Surface Mining Unit until our reclamation responsibility is completed.

[Signature] 5-7-18
Signature Date
Rob Lee

Name
President

Title
Lanyard Development, Inc.

Company

FOR DIVISION USE ONLY

On this date, 5/1/2018, lands affected under the above plan were evaluated and found that all or portions of affected lands have been reclaimed in an acceptable manner as required by the Surface Mining Act, as amended, approved Surface Mining Rules and the Approved Plan referenced above. I recommend that 44 acres be released from bonding.

Reviewed By: [Signature] Date: 7/26/18
Manager Approval: [Signature] Date: 7/26/18

RECEIVED

DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION
LAND PROTECTION BRANCH
SOLID WASTE PROGRAM

MAY 11 2018

SOLID WASTE
MANAGEMENT PROGRAM

Surface Mining Unit
4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

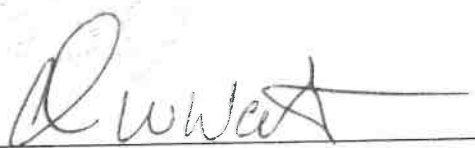
AMENDMENT TO MINING LAND USE PLAN

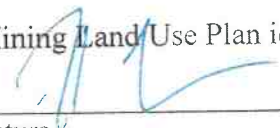
Permit No.: 1325-02 Amendment No.: 3
Mine Name: Highway 17 Pit Company Name: 17-16 Developers c/o Lanyard Development, Inc.
County: Chatham

Describe any changes to be made to the Mining Land Use Plan:	
From (current approved plan):	123 Acres
Requested Changes:	Add 15 Acres to the active mining area labeled "Reclamation Only" Release 44 Acres that has been reclaimed. New total permitted acreage (15+79) will be 94 Acres labeled "Reclamation Only"

We do hereby submit this as an amendment to our approved Mining Land Use Plan identified above.

Affix Notary or Corporate Seal Here


Attested by Notary
Or Corporate Secretary
CHRIS W. WATERS
Notary Public
My Commission Expires
November 27, 2020


Signature _____ Date 5-7-18
Rob Lee
Name
President
Title
Lanyard Development, Inc.
Company
1000 Towne Center Blvd., Ste 706
Address
Pooler GA 31322
City State ZIP
912-330-8351
Telephone Ext.
rob@lanyarddevelopment.com
Email Address

FOR DIVISION USE ONLY

Total Permitted Acres: 94
Plan Approved By: WJC
Bond Approved By: WJC
Manager Approval: [Signature]

Total Bond: \$ 123,000.00
Date: 7/26/2018
Date: NA
Date: 7/20/18

PURCHASE AND SALE AGREEMENT

1. **OFFER DATE:** April 9, 2020
2. **THE UNDERSIGNED SELLER(S) agrees to sell and the undersigned PURCHASER(S) agrees to buy, that certain property in CHATHAM COUNTY, GEORGIA which includes portions of PIN 60960 01033 and PIN 20937 01001 as more fully described and shown on the attached exhibit attached hereto as Exhibit "A" and made a part hereof:**
3. **PURCHASE PRICE.** The purchase price of said property shall be [One Dollar] and 00/100 dollars (\$[1.00]) ("Purchase Price"), to be paid as follows:
4. **PAYMENT METHOD:** Cash to Seller at Closing.
5. **PURCHASERS REPRESENTATIONS:** Purchaser agrees to the following as further consideration for this transaction:
 - A. Purchaser shall actively support Seller's efforts to rezone Parcel 1 and Parcel 2 as shown on the attached Exhibit A to Light Industrial (IL). Such support shall include signing a letter of support attached hereto as Exhibit "B" no later than April 17, 2020.
6. **SELLER'S REPRESENTATIONS:** Seller agrees to complete the reclamation of the borrow pit in front of the portions of property to be conveyed to Purchaser under this agreement in accordance with the standards required by both the State of Georgia Environmental Protection Division and the City of Savannah. Purchaser acknowledges the nature of the soils in that location require the water level in the pit to rise naturally to its Normal Water Level (NWL) and that the timing of such work is dependent upon the water reaching NWL. Seller will engage Lanyard Development to complete the reclamation activities and will complete this work on behalf of Purchaser at the earliest opportunity.
7. **CONDITIONS TO CLOSE.** The following conditions must be achieved prior to closing:
 - A. Zoning. Seller must have successfully rezoned Parcels 1 & 2 to Light Industrial (IL) and any time periods for appeal of such zoning must have expired without challenge or objection.
 - B. Seller must complete, at its expense, the recombination, subdivision and recording of a new plat identifying parcels to be conveyed to Purchaser under this agreement. Such process will begin after the rezoning is complete.
 - C. Seller (Pier Rock Properties LLC) must have closed on the Property under their Agreement for the Purchase and Sale of Real Estate with the current Owner (17-16 Developers, Inc) dated February 26, 2020 for this agreement to become effective. If Seller does not close on the Property under said agreement with Owner then this agreement will become null and void.

BB 4/9/2020

BB 4/9/2020

8. **CLOSING.** Closing of this transaction shall take place on or before 10 days after the conditions listed above in paragraph 6. are satisfied. ("Closing Date"). The closing shall take place at the law offices of Hunter, Maclean, Exley & Dunn, PC ("Closing Attorney") in Savannah, Georgia.
- A. Seller shall pay all closing expenses including transfer fees. Seller does not intend to purchase title insurance for the parcels to be conveyed.
9. **EXPENSES TO PRORATE.** The following items shall be prorated as of the Closing Date: N/A
10. **EARNEST MONEY.** N/A
11. **TITLE:** Seller warrants that they presently have the Property under contract and agrees to convey both the 10.6+/- acre and 9+/- acre parcels shown on Exhibit A to the Purchaser at Closing by Quit Claim Deed without representation or warranty.
12. **DEFAULT.** In the event that the sale is not consummated because of Seller's inability, failure or refusal to perform any of the Seller's covenant's herein, then Purchaser may pursue any and all remedies available at law or in equity including, but not limited to an action for specific performance.
13. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal agreements of any kind between parties.
14. **BROKERS.** The parties represent and warrant to each other that no brokers are associated with this transaction. Seller agrees to indemnify and hold Purchaser harmless from and against any claims of any other brokers and intermediaries claiming to have been employed by Seller, and Purchaser shall not have any liability or obligation in connection therewith. Purchaser agrees to indemnify and hold Seller harmless from and against the claims of any other brokers or intermediaries claiming to have been employed by Purchaser, and Seller shall not have any liability or obligation in connection therewith. The indemnification in this paragraph shall survive the Closing Date without limitation of any kind.
15. **ASSIGNMENT.** Purchaser and or Seller may assign its rights hereunder with prior written notice to Seller.
16. **ACCEPTANCE.** This instrument shall become a binding Agreement when written acceptance, or an email PDF transmission of acceptance, is actually received by Purchaser.

[Signature Page to Follow]

JAG 4/9/20

BB
4/9/2020

WITNESS THE HAND OF THE UNDERSIGNED:

PURCHASER:

Russ C. Rine III
Witness

BY: Barbara H. Laxon
TITLE: _____

Witness

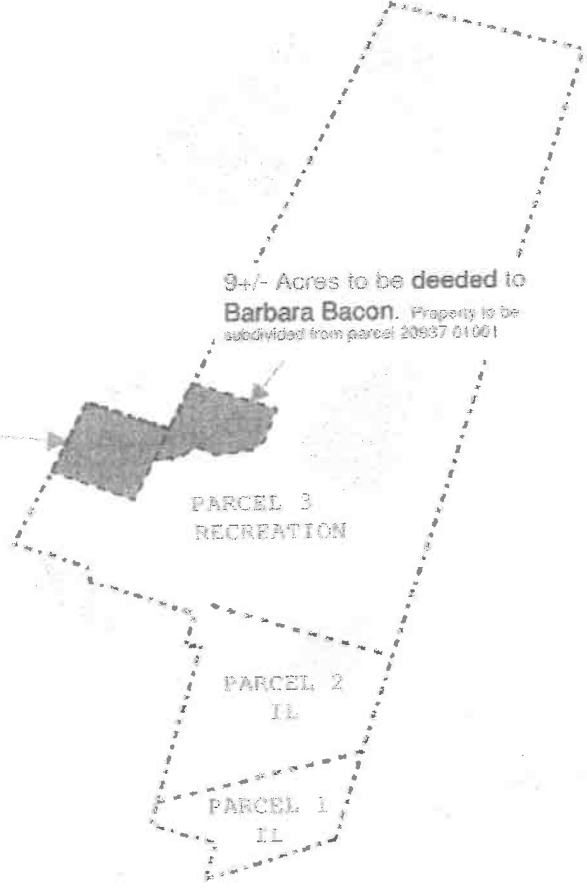
SELLER:
By: Ally
Name: David S. Gustovich

ACCEPTANCE DATE: The above offer is hereby accepted this 9th day of April, 2020 ("Effective Date").

EXHIBIT A

10.6+/- Acres to be
deeded to Barbara Bacon.
Property to be subdivided from parcel
60260 01033

9+/- Acres to be deeded to
Barbara Bacon. Property to be
subdivided from parcel 20637 01001



Quincy Rd

BB 4/9/20

BB 4/9/2020

EXHIBIT B

April ____, 2020

RE: Zoning Application Letter of Support

To Whom it may concern,

I support the Pier Rock Properties, LLC petition to rezone Parcels 1 & 2 as shown on the attached exhibit to Light Industrial (IL).

Pier Rock and their representatives have reached **out** to me to share their plans on the proposed development and as the business owner across **the street** and adjacent resident from **the** proposed development, I greatly **appreciate** their efforts to work **with their** neighbors.

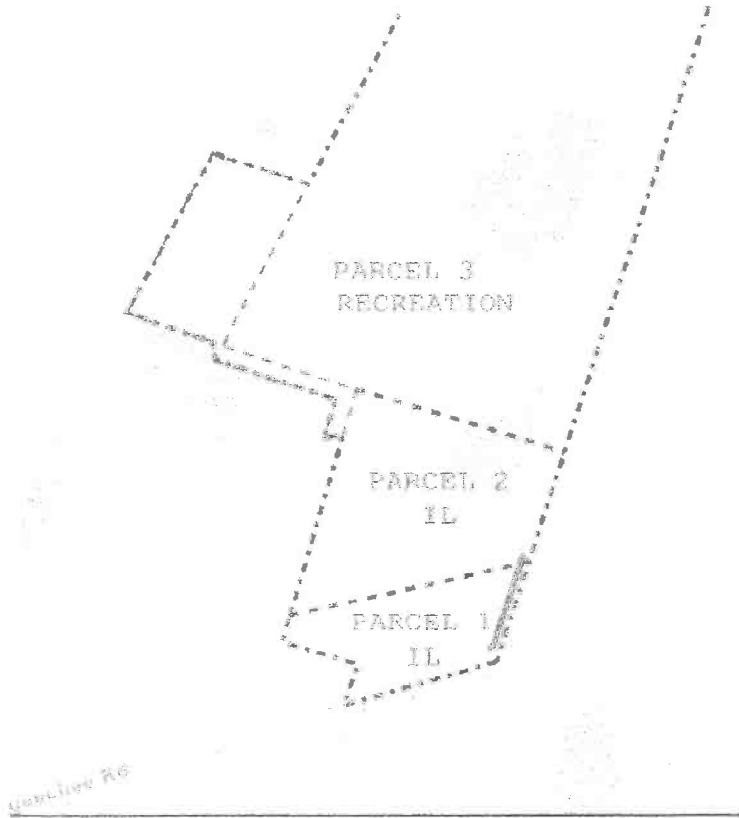
Pier Rock has honored commitments made by **the** previous owners of **the** property to **the** surrounding neighbors and in my opinion, developed a plan **that** is appropriate for **the** property **and** respectful of **the** surrounding properties.

Thank you for your consideration of this support.



Barbara Bacon
(912) 236-4065
Bbacon1478@aol.com

ZONING LETTER EXHIBIT



D/M 4/9/20
EB 4/9/2020

PURCHASE AND SALE AGREEMENT

1. **OFFER DATE:** 04/09/2020, 2020
2. THE UNDERSIGNED SELLER(S) agrees to sell and the undersigned PURCHASER(S) agrees to buy, that certain property in CHATHAM COUNTY, GEORGIA which includes a portion of 20937 01001 as more fully described and shown on the attached exhibit attached hereto as Exhibit "A" and made a part hereof.
3. **PURCHASE PRICE.** The purchase price of said property shall be [One Dollar] and 00/100 dollars (\$ 1.00) ("Purchase Price"), to be paid as follows:
4. **PAYMENT METHOD:** Cash to Seller at Closing.
5. **PURCHASERS REPRESENTATIONS:** Purchaser agrees to the following as further consideration for this transaction:
 - A. Purchaser shall actively support Seller's efforts to rezone Parcel 1 and Parcel 2 as shown on the attached Exhibit A to Light Industrial (IL). Such support shall include signing a letter of support attached hereto as Exhibit "B" no later than April 10, 2020.
6. **SELLER'S REPRESENTATIONS.** The Seller makes the following representations.
 - A. Seller agrees that as part of the reclamation of the Seller's Property that Seller will only allow clean, non-contaminated, non-hazardous soils to be placed into the pit. The soils will include topsoil, clays, gumbo and other soils generally considered as unsuitable for use as structural fill on other developments. Soils deposited may include organics such as grass, roots and woody material.
 - B. Seller does not have a development plan for Parcel 2 at this time but if and when developed, it will comply with all then applicable light and noise ordinances. To the extent the City of Savannah requires, berming, fencing, screening, landscaping or other planning measures to support the development of Parcel 2, those measures will be within the 200' buffer provided by Seller and paid for by Seller.
7. **CONDITIONS TO CLOSE.** The following conditions must be achieved prior to closing:
 - A. Zoning. Seller must have successfully rezoned Parcels 1 & 2 to Light Industrial (IL) and any time periods for appeal of such zoning must have expired without challenge or objection.
 - B. Seller must complete, at its expense, the recombination, subdivision and recording of a new plat identifying parcels to be conveyed to Purchaser under this agreement. Such process will begin after the Zoning is complete.
 - C. Seller (Pier Rock Properties LLC) must have closed on the Property under their Agreement for the Purchase and Sale of Real Estate with the current Owner (17-16 Developers, Inc) dated February 26, 2020 for this agreement to become

effective. If Seller does not close on the Property under said agreement with Owner then this agreement will become null and void.

8. **CLOSING.** Closing of this transaction shall take place on or before 10 days after the conditions listed above in paragraph 6. are satisfied. ("Closing Date"). The closing shall take place at the law offices of Hunter, Maclean, Exley & Dunn, PC ("Closing Attorney") in Savannah, Georgia.
 - A. Seller shall pay all closing expenses including transfer fees. Seller does not intend to purchase title insurance for the parcels to be conveyed.
9. **EXPENSES TO PRORATE.** The following items shall be prorated as of the Closing Date: N/A
10. **EARNEST MONEY.** N/A
11. **TITLE:** Seller warrants that they presently have the Property under contract and agrees to convey the 1.33+/- acres (one hundred foot wide (100') parcel) as shown on Exhibit A to the Purchaser at Closing by Quit Claim Deed without representation or warranty.
12. **DEFAULT.** In the event that the sale is not consummated because of Seller's inability, failure or refusal to perform any of the Seller's covenant's herein, then Purchaser may pursue any and all remedies available at law or in equity including, but not limited to an action for specific performance.
13. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal agreements of any kind between parties.
14. **BROKERS.** The parties represent and warrant to each other that no brokers are associated with this transaction. Seller agrees to indemnify and hold Purchaser harmless from and against any claims of any other brokers and intermediaries claiming to have been employed by Seller, and Purchaser shall not have any liability or obligation in connection therewith. Purchaser agrees to indemnify and hold Seller harmless from and against the claims of any other brokers or intermediaries claiming to have been employed by Purchaser, and Seller shall not have any liability or obligation in connection therewith. The indemnification in this paragraph shall survive the Closing Date without limitation of any kind.
15. **ASSIGNMENT.** Purchaser and or Seller may assign its rights hereunder with prior written notice to Seller.
16. **ACCEPTANCE.** This instrument shall become a binding Agreement when written acceptance, or an email PDF transmission of acceptance, is actually received by Purchaser.

[Signature Page to Follow]

WITNESS THE HAND OF THE UNDERSIGNED:

PURCHASER:

BY: George W. Hodge

TITLE: _____

[Signature]
Witness

SELLER:

By: [Signature]
Name: David S. Gustovich

Witness

ACCEPTANCE DATE: The above offer is hereby accepted this 9th day of APRIL, 2020 ("Effective Date").

EXHIBIT A

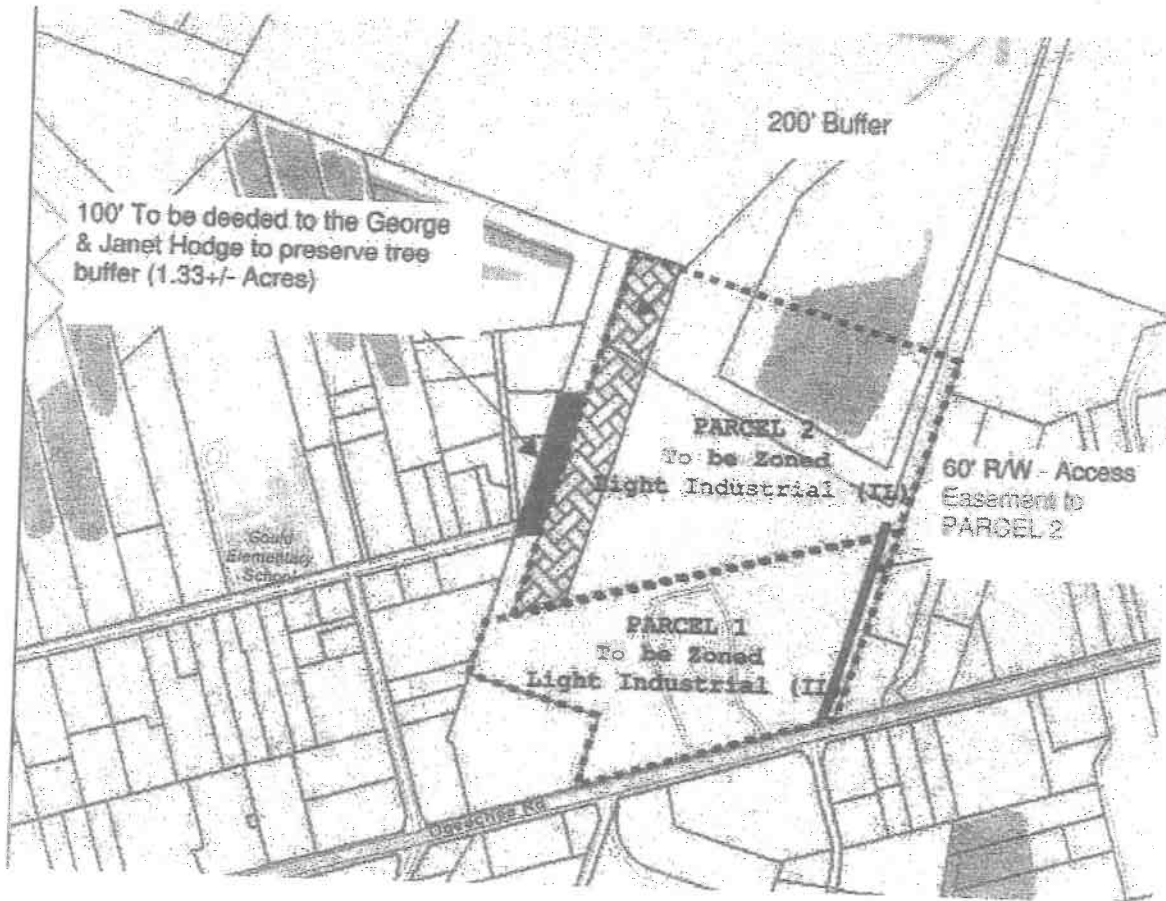


EXHIBIT B

April 9, 2020

RE: Zoning Application Letter of Support

To Whom it may concern,

I support the Pier Rock Properties, LLC petition to rezone Parcels 1 & 2 as shown on the attached exhibit to Light Industrial (IL).

Pier Rock and their representatives have reached out to us to share their plans on the proposed development and agreed to deed a permanent buffer to our family and have further agree to provide an additional 200' buffer form any light industrial activities. We greatly appreciate their efforts to work with their neighbors.

Pier Rock has honored commitments made by the previous owners of the property to the surrounding neighbors and in our opinion, developed a plan that is appropriate for the property and respectful of the surrounding properties.

Thank you for your consideration of this support.



George and Janet Hodge
(912) 484-4740

ZONING LETTER EXHIBIT



PURCHASE AND SALE AGREEMENT

1. **OFFER DATE:** April 9, 2020
2. THE UNDERSIGNED SELLER(S) agrees to sell and the undersigned PURCHASER(S) agrees to buy, that certain property in CHATHAM COUNTY, GEORGIA which includes portions of PIN 60960 01033, 60958 01024, 20937 01004 and PIN 20937 01001 as more fully described and shown on the attached exhibit attached hereto as Exhibit "A" and made a part hereof:
3. **PURCHASE PRICE.** The purchase price of said property shall be [One Dollar] and 00/100 dollars (\$1.00) ("Purchase Price"), to be paid as follows:
4. **PAYMENT METHOD:** Cash to Seller at Closing.
5. **PURCHASERS REPRESENTATIONS:** Purchaser agrees to the following as further consideration for this transaction:
 - A. Purchaser shall actively support Seller's efforts to rezone Parcel 1 and Parcel 2 as shown on the attached Exhibit A to Light Industrial (IL). Such support shall include signing a letter of support attached hereto as Exhibit "B" no later than April 17, 2020.
6. **CONDITIONS TO CLOSE.** The following conditions must be achieved prior to closing:
 - A. Zoning. Seller must have successfully rezoned Parcels 1 & 2 to Light Industrial (IL) and any time periods for appeal of such zoning must have expired without challenge or objection.
 - B. Seller must complete, at its expense, the recombination, subdivision and recording of a new plat identifying parcels to be conveyed to Purchaser under this agreement. Such process will begin after the rezoning is complete.
 - C. Seller (Pier Rock Properties LLC) must have closed on the Property under their Agreement for the Purchase and Sale of Real Estate with the current Owner (17-16 Developers, Inc) dated February 26, 2020 for this agreement to become effective. If Seller does not close on the Property under said agreement with Owner then this agreement will become null and void.
7. **CLOSING.** Closing of this transaction shall take place on or before 10 days after the conditions listed above in paragraph 6. are satisfied. ("Closing Date"). The closing shall take place at the law offices of Hunter, Maclean, Exley & Dunn, PC ("Closing Attorney") in Savannah, Georgia.
 - A. Seller shall pay all closing expenses including transfer fees. Seller does not intend to purchase title insurance for the parcels to be conveyed.
8. **EXPENSES TO PRORATE.** The following items shall be prorated as of the Closing Date: N/A

9. **EARNEST MONEY.** N/A
10. **TITLE:** Seller warrants that they presently have the Property under contract and agrees to convey approximately 30 +/- acres as shown on Exhibit A to the Purchaser at Closing by Quit Claim Deed without representation or warranty.
11. **DEFAULT.** In the event that the sale is not consummated because of Seller's inability, failure or refusal to perform any of the Seller's covenant's herein, then Purchaser may pursue any and all remedies available at law or in equity including, but not limited to an action for specific performance.
12. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal agreements of any kind between parties.
13. **BROKERS.** The parties represent and warrant to each other that no brokers are associated with this transaction. Seller agrees to indemnify and hold Purchaser harmless from and against any claims of any other brokers and intermediaries claiming to have been employed by Seller, and Purchaser shall not have any liability or obligation in connection therewith. Purchaser agrees to indemnify and hold Seller harmless from and against the claims of any other brokers or intermediaries claiming to have been employed by Purchaser, and Seller shall not have any liability or obligation in connection therewith. The indemnification in this paragraph shall survive the Closing Date without limitation of any kind.
14. **ASSIGNMENT.** Purchaser and or Seller may assign its rights hereunder with prior written notice to Seller.
15. **ACCEPTANCE.** This instrument shall become a binding Agreement when written acceptance, or an email PDF transmission of acceptance, is actually received by Purchaser.

[Signature Page to Follow]

WITNESS THE HAND OF THE UNDERSIGNED:

PURCHASER:

Sharon Reddy
Witness

BY: Bob Reddy
TITLE: _____

Witness

SELLER:
by: [Signature]
Name: David S. Gustwich

ACCEPTANCE DATE: The above offer is hereby accepted this 9 day of April 2020 ("Effective Date").

EXHIBIT A



EXHIBIT B

April 9, 2020

RE: Zoning Application Letter of Support

To **Whom** it may **concern**,

I support the Pier Rock Properties, LLC petition to rezone **Parcels 1 & 2** as shown on **the attached exhibit** to Light **Industrial (IL)**.

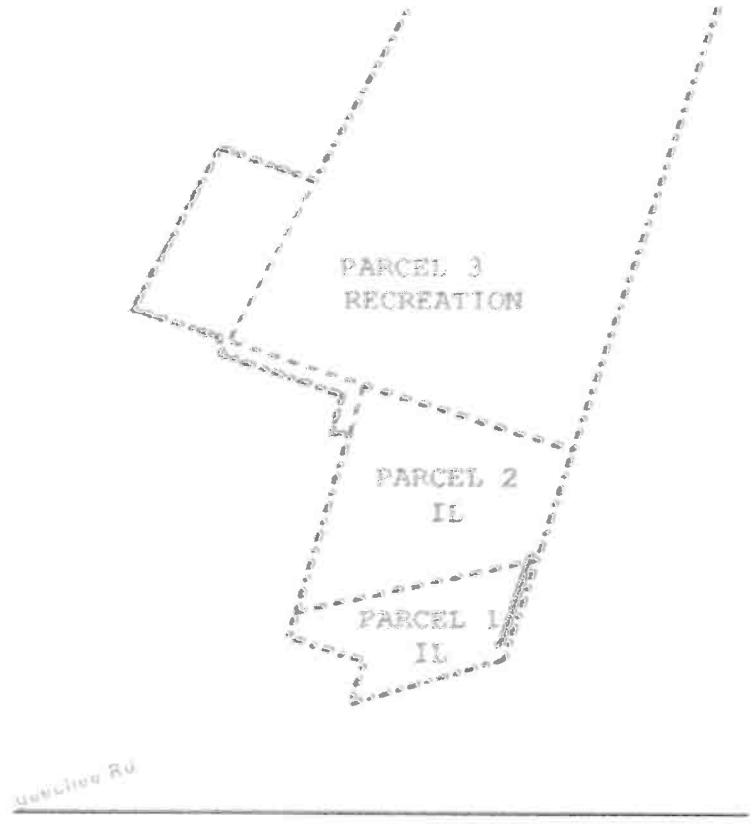
Pier Rock and their **representatives** have reached out to me to share their plans on the proposed development **and** as **the** business owner across **the street and** adjacent **resident** from the proposed development, I greatly appreciate **their efforts to work with their** neighbors.

Pier Rock has honored commitments made **by** the **previous** owners of the **property** to the surrounding neighbors **and** in **my opinion**, developed a plan **that** is appropriate for **the** property **and** respectful of **the** surrounding properties.

Thank you **for** your consideration of **this support**.


Robert Redding
(912) 665-1314

ZONING LETTER EXHIBIT



PURCHASE AND SALE AGREEMENT

1. **OFFER DATE:** 04/09/ 2020
2. **THE UNDERSIGNED SELLER(S)** agrees to sell and the undersigned **PURCHASER(S)** agrees to buy, that certain property in CHATHAM COUNTY, GEORGIA which includes a portion of 20937 01001 as more fully described and shown on the attached exhibit attached hereto as Exhibit "A" and made a part hereof:
3. **PURCHASE PRICE.** The purchase price of said property shall be [One Dollar] and 00/100 dollars (\$[1.00]) ("Purchase Price"), to be paid as follows:
4. **PAYMENT METHOD:** Cash to Seller at Closing.
5. **PURCHASERS REPRESENTATIONS:** Purchaser agrees to the following as further consideration for this transaction:
 - A. Purchaser shall actively support Seller's efforts to rezone Parcel 1 and Parcel 2 as shown on the attached Exhibit A to Light Industrial (IL). Such support shall include signing a letter of support attached hereto as Exhibit "B" no later than April 10, 2020.
6. **SELLER'S REPRESENTATIONS.** The Seller makes the following representations.
 - A. Seller agrees that as part of the reclamation of the Seller's Property that Seller will only allow clean, non-contaminated, non-hazardous soils to be placed into the pit. The soils will include topsoil, clays, gumbo and other soils generally considered as unsuitable for use as structural fill on other developments. Soils deposited may include organics such as grass, roots and woody material.
 - B. Seller does not have a development plan for Parcel 2 at this time but if and when developed, it will comply with all then applicable light and noise ordinances. To the extent the City of Savannah requires, berming, fencing, screening, landscaping or other planning measures to support the development of Parcel 2, those measures will be within the 200' buffer provided by Seller and paid for by Seller.
7. **CONDITIONS TO CLOSE.** The following conditions must be achieved prior to closing:
 - A. Zoning. Seller must have successfully rezoned Parcels 1 & 2 to Light Industrial (IL) and any time periods for appeal of such zoning must have expired without challenge or objection.
 - B. Seller must complete, at its expense, the recombination, subdivision and recording of a new plat identifying parcels to be conveyed to Purchaser under this agreement. Such process will begin after the Zoning is complete.
8. **CLOSING.** Closing of this transaction shall take place on or before 10 days after the conditions listed above in paragraph 6. are satisfied. ("Closing Date"). The closing shall take place at the law offices of Hunter, Maclean, Exley & Dunn, PC ("Closing Attorney") in Savannah, Georgia.

A. Seller shall pay all closing expenses including transfer fees. Seller does not intend to purchase title insurance for the parcels to be conveyed.

9. **EXPENSES TO PRORATE.** The following items shall be prorated as of the Closing Date: N/A
10. **EARNEST MONEY.** N/A
11. **TITLE:** Seller warrants that they presently have the Property under contract and agrees to convey the 0.80+- acres (one hundred foot wide (100') parcel) as shown on Exhibit A to the Purchaser at Closing by Quit Claim Deed without representation or warranty.
12. **DEFAULT.** In the event that the sale is not consummated because of Seller's inability, failure or refusal to perform any of the Seller's covenants herein, then Purchaser may pursue any and all remedies available at law or in equity including, but not limited to an action for specific performance.
13. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal agreements of any kind between parties.
14. **BROKERS.** The parties represent and warrant to each other that no brokers are associated with this transaction. Seller agrees to indemnify and hold Purchaser harmless from and against any claims of any other brokers and intermediaries claiming to have been employed by Seller, and Purchaser shall not have any liability or obligation in connection therewith. Purchaser agrees to indemnify and hold Seller harmless from and against the claims of any other brokers or intermediaries claiming to have been employed by Purchaser, and Seller shall not have any liability or obligation in connection therewith. The indemnification in this paragraph shall survive the Closing Date without limitation of any kind.
15. **ASSIGNMENT.** Purchaser and or Seller may assign its rights hereunder with prior written notice to Seller.
16. **ACCEPTANCE.** This instrument shall become a binding Agreement when written acceptance, or an email PDF transmission of acceptance, is actually received by Purchaser.

[Signature Page to Follow]

WITNESS THE HAND OF THE UNDERSIGNED:

PURCHASER:

George Hodge
Witness

BY: Stacy Paine / Eugene M. Paine
TITLE: _____

Witness

SELLER:
By: [Signature]
Name: David S. Gustovich

ACCEPTANCE DATE: The above offer is hereby accepted this 10th day of April 2020 ("Effective Date").

EXHIBIT B

April ____, 2020

RE: *Zoning Application Letter of Support*

To Whom it may concern,

I support the Pier Rock Properties, LLC petition to rezone Parcels 1 & 2 as shown on the attached exhibit to Light Industrial (IL).

Pier Rock and their representatives have reached out to us to share their plans on the proposed development and agreed to deed a permanent buffer to our family and have further agreed to provide an additional 200' buffer from any light industrial activities. We greatly appreciate their efforts to work with their neighbors.

Pier Rock has honored commitments made by the previous owners of the property to the surrounding neighbors and in our opinion, developed a plan that is appropriate for the property and respectful of the surrounding properties.

Thank you for your consideration of this support.

Stacey Purvis and Eugene Purvis
Stacey Purvis and Eugene Purvis
(912) 484-4740
missbell71@yahoo.com