

AGENDA

Board of Zoning Appeals / Planning Commission Meeting
Tuesday, June 10, 2025 - 6:00pm

Pre-agenda @ 5:00pm

✧ Call to Order

✧ Roll Call

✧ Approval of Agenda – June 10, 2025

✧ Approval of Board of Zoning Appeals/Planning Commission Minutes

- (5) April 29th, 2025

✧ Board of Zoning Appeals

- (6) PC-6-25-1127: Greg Hodges of Yardnique Inc requests a variance for 90-96(d)(4)(d) at 4906 Ogeechee Rd, PIN: 60957 01031, which is zoned C-2, for installing chain-link fencing on commercial property.

✧ Adjournment

✧ Planning Commission

- (26) PC-6-25-1128: Jeffrey Hodgkinson requests a General Development Plan for a rental flex space at 5128, 5130, and 5132 Augusta Rd, PINs: 60007 02008, 60007 02007, and 60007 02006.
- (39) PC-6-25-1126: The City of Garden City, GA requests a text amendment of multiple sections of the zoning code including: 90-43, 90-48, 90-49, 90-102, 90-158, and 90-206 at 100 Central Avenue, PIN: 60989 01069L.

✧ Adjournment

**PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS
BEFORE GARDEN CITY'S CONSOLIDATED BOARD OF ZONING APPEALS/PLANNING
COMMISSION AND STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWERS OF THE
BOARD OF ZONING APPEALS AND THE PLANNING COMMISSION**

I. Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

All public hearings conducted by the Consolidated Board of Zoning Appeals/Planning Commission for Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings conducted by the Consolidated Board of Zoning Appeals/Planning Commission on matters referred to it shall be called to order by the presiding officer.
- (2) The presiding officer shall open the hearing by stating the specific zoning matter being considered at the public hearing, and shall explain the procedures to be followed in the conduct of the hearing and further stating that printed copies of the adopted standards governing the exercise of the zoning powers of the Board of Zoning Appeals and Planning Commission, and the procedures governing hearings before the Board are available to the public.
- (3) The presiding officer shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (4) When there is a large number of individuals wishing to testify at a hearing, the presiding officer may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The presiding officer may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (5) The petitioner requesting the proposed decision, or the petitioner's agent, shall be recognized first and shall be permitted to present and explain the request for the decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the matter.
- (6) After all individuals have had an opportunity to speak in accordance with subparagraph (5) above, those individuals present at the public hearing who wish to speak in opposition to the proposed decision shall have an opportunity to speak.
- (7) Once all parties have concluded their testimony, the presiding officer shall adjourn the public hearing.

II. Standards Governing the Exercise of The Zoning Powers of Garden City's Board of Zoning Appeals:

The Board of Zoning Appeals shall have the following powers:

- (1) To hear and decide appeals where it is alleging that there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Chapter 90 of the Garden City Code of Ordinances.
- (2) To decide upon requests for permission to establish uses which the Board of Zoning Appeals is required to pass under the terms of Chapter 90 of the Garden City Code of Ordinances. The application to establish such use shall be approved on a finding of the Board of Zoning Appeals that:
 - (a) The proposed use does not affect adversely the general plans for the physical development of the city, as embodied in Chapter 90 of the Garden City Code of Ordinances and in any master plan or portion thereof adopted by the Mayor and Council.
 - (b) The proposed use will not be contrary to the purposes stated for Chapter 90 of the Garden City Code of Ordinances.
 - (c) The proposed use will not affect adversely the health and safety of residents and workers in the city.
 - (d) The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood.
 - (e) The proposed use will not adversely affect the existing uses in the neighborhood.
 - (f) The proposed use will be placed on a lot of sufficient size to satisfy the space requirements of such use.
 - (g) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement, noise or fume generation or type of physical activity.

- (h) The standards set forth for each particular use for which a permit may be granted have been met.

The Board of Zoning Appeals may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community and to protect the value and use of the property in the general neighborhood. The proposed use shall be subject to the minimum area, setback, and other locational requirements of the zoning district in which it will be located. The proposed use shall be subject to the off-street parking and service requirements of Chapter 90 of the Garden City Code of Ordinances. Wherever the Board of Zoning Appeals shall find, in the case of any permit granted pursuant to the provisions of said Chapter 90, that any of the terms, conditions or restrictions upon which such permit was granted are not being complied with, the Board shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

- (3) To authorize upon appeal in specific cases such variance from the terms of Chapter 90 of the Garden City Code of Ordinances as will not be contrary to the public interest where owing to special conditions a literal enforcement of the provisions of said Chapter will, in an individual case, result in practical difficulty or unnecessary hardship. Such variance may be granted in such individual cases of practical difficulty or unnecessary hardship upon a finding by the Board of Appeals that:
- (a) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;
 - (b) The application of said Chapter 90 to this particular piece of property would create practical difficulty or unnecessary hardship;
 - (c) Such conditions are peculiar to the particular piece of property involved; and,
 - (d) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of said Chapter 90.

No variance shall be granted for a use of land or building or structure that is prohibited by Chapter 90 of the Garden City Code of Ordinances.

III. Powers and Duties of the Planning Commission.

The Planning Commission is granted all powers and is assigned all duties that the City's Mayor and Council is authorized and empowered to grant and assign, to include the following:

- (1) Making comprehensive surveys and studies of existing conditions and probable future developments and preparing such plans for physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, or general welfare, as well as efficiency and economy in the development of the city.
- (2) Preparing a master plan or parts thereof for the development of the city.
- (3) Preparing and recommending for adoption to the city council a zoning ordinance or resolution and map for the city.
- (4) Preparing and recommending for adoption to the city council regulations for the subdivision of land within the city, and administering the regulations that may be adopted.
- (5) Preparing and recommending for adoption to the city council a plat or an official map showing the exact location of the boundary lines of existing, proposed, extended, widened, or narrowed streets, public open spaces, or public building sites, together with regulations to control the erection of buildings or other structures within such lines, within the city or a specified portion thereof.
- (6) Making, publishing, and distributing maps, plans, and reports and recommendations relating to the master plan and development of the city to public officials and agencies, public utility companies and civic, educational, professional, and other organizations and citizens.
- (7) Recommending to the executive or legislative officials of the city programs for public improvements and the financing thereof.
- (8) Reviewing all proposed amendments to the zoning ordinance, the subdivision ordinance, and the zoning map, and making recommendation as per Garden City Code Section 90-201 in each case to the city council for approval or denial.
- (9) Approving site and development plans as per Garden City Code Sections 90-43, 90-47, 90-48 and 90-49.
- (10) Approving certain uses in the mixed-use zoning districts as per Garden City Code Section 90-49.

**PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS
BEFORE GARDEN CITY'S MAYOR AND COUNCIL
AND STANDARDS GOVERNING THE EXERCISE OF CITY COUNCIL'S ZONING POWER**

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

All public hearings conducted by the Board of Zoning Appeals for Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings by the Mayor and Council on zoning amendments shall be chaired by the Mayor.
- (2) The Mayor shall open the hearing by stating the specific zoning amendment being considered at the public hearing and further stating that printed copies of the adopted standards governing the exercise of the Mayor and Council's zoning power and the procedures governing the hearing are available to the public.
- (3) The Director of the City's Planning and Zoning Department shall advise the Mayor and Council of the recommendation of the Planning Commission when applicable.
- (4) The Mayor shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (5) When there is a large number of individuals wishing to testify at a hearing, the Mayor may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The Mayor may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (6) The petitioner requesting such zoning decision, or the applicant's agent, shall be recognized first and shall be permitted to present and explain the request for the zoning decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the zoning decision.
- (7) After all individuals have had an opportunity to speak in accordance with subparagraph (6) above, those individuals present at the public hearing who wish to speak in opposition to the requested zoning decision shall have an opportunity to speak.
- (8) The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision.
- (9) It shall be the duty of the Mayor to maintain decorum and to assure the public hearing on the proposed decision is conducted in a fair and orderly manner.
- (10) Once all parties have concluded their testimony, the Mayor shall adjourn the public hearing.

Standards Governing the Exercise of The Zoning Powers of Garden City's Mayor and Council:

Prior to making a zoning amendment, the Mayor and Council shall evaluate the merits of a proposed amendment according to the following criteria:

- (1) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (2) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (3) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- (4) Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?
- (5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
- (6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

Board of Zoning Appeals/Planning Commission
April 29th, 2025 - 6:00 PM

Opening: Chairman Michael Bruner welcomed everyone and called the meeting to order.

Roll Call: Charles Orrel, Wayne Joyner, Chad Flowers, Michael Bruner

Staff: Jonathan Trego: Zoning Administrator
Denise Grabowski: Planning Manager (Consultant)

Visitors: Enclosed

Chairman Bruner opens on the first item of the agenda to approve the April 29th, 2025. 1st Motion: Charlie Orrell motions to approve the agenda, followed by a second motion by Jenecia Perry. Chairman Bruner requests a motion for the minutes of April 8th, 2025. The approval for the March 8th, 2025, meeting minutes. 1st Motion to approve the minutes, followed by a second motion. All in favor of the motion.

Board of Zoning Appeals

There were no cases for BOA. Chairman Michael Bruner motioned to adjourn the Board of Appeals meeting. All were in favor.

Planning Commission

PC-4-25-1125

Chairman Michael Bruner opened the Planning Commission Meeting. He introduced item: PC-04-25-1125 Bulldog Gaming requests a use approval for electrical repair and similar activities at 12 Brampton Road, which is zoned C-1 for a slot machine and electronic video poker machine repair business. 1st Motion to approve the minutes, followed by a second motion. All in favor of the motion.

Chairman Michael Bruner motioned to adjourn the meeting.

1st motioned to approve, followed by a second motion. All present in favor of adjourning.

Respectfully submitted
Carlos Nevarez

MEMORANDUM

To: Garden City Planning Commission & Board of Appeals
From: Jonathan Trego, Zoning Administrator
Date: June 10th 2025
Re: PC-6-25-1127

Application Type	Variance
Applicant	PC-6-25-1127
Name of Project	N/A
Property Address	4906 Ogeechee Rd
Parcel IDs	60957 01031
Area of Property	2.02
Current Zoning	C-2
Current Land Use	Commercial (Landscape Company and other commercial businesses are on the parcel including a Fencing Company.)

GENERAL INFORMATION

Project Description: Yardnique Inc requests a variance to install chain link fencing with wrapped with black screening and 2' barb wire extensions.

Sec. 90-96 (4)(d) of the Garden City Zoning Ordinance specifies the following:

Walls and fences erected in commercial districts for enclosure, retaining, or concealment purposes shall be constructed of either brick, stone, architectural tile, masonry units, slatted wood, or other similar material (not including chain link or other fence wire except as permitted by section 90-96(d)(3)). Walls and fences erected in industrial districts for enclosure, retaining, or concealment purposes shall be constructed of all fencing materials permitted in commercial districts, as well as chain link or other fence wire (excluding barb and razor wire, the use of which is limited by section 90-96(d)(3)), and sheet metal which may be used when the fence is not abutting or adjacent to a residential zoning district or a permitted residential use, and is not located in a front yard. Any wall or fence in existence as of April 19, 1999, shall be exempt from the provisions of this subparagraph (4)d. which were adopted on said date, until such time that it needs to be replaced in its substantial entirety.

Additional Context: In March of 2024 the Building Official signed off on a permit application for Yardnique to install a chain-link fence at this location. However, later the City Attorney pointed out that a variance would be required, and they were contacted with the new requirement. The permit lapsed after no action for 6 months. However, now the applicant wishes to resume the project and is submitting an application for a variance.

FINDINGS

Staff has determined this application is complete and contains all the required information. In conformance with the City of Garden City Zoning Ordinance Section 90-213(3), the Board of Appeals may authorize upon appeal in specific cases such variance from the terms of the zoning ordinance as will not be contrary to the public interest where owing to special conditions a literal enforcement of the provisions of this chapter will, in an individual case, result in practical difficulty or unnecessary hardship. Such variance may be granted in such individual cases of practical difficulty or unnecessary hardship upon a finding by the board of appeals that:

1. *There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;*

No.

2. *The application of this chapter to this particular piece of property would create practical difficulty or unnecessary hardship;*

No.

3. *Conditions are peculiar to the particular piece of property involved; and*

No.

4. *Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of this chapter.*

If granted this variance would clash with the intent of the code as there is no operational or geographical justification that a wooden fence cannot be installed.

ACTIONS

The Planning Commission shall take one of the following formal actions:

- i. *Approve the variance* as presented;
- ii. *Approve the variance with modifications or conditions*, in conformance with the intent of the Zoning Ordinance;
- iii. *Defer action* of the variance upon motion of the Planning Commission or at the request of the applicant. The applicant may revise the proposal based on the comments at the meeting and resubmit it for formal action at a future meeting; or
- iv. *Deny the variance* as presented.

Note:

Approval, if granted, by the Planning Commission only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval of the detailed engineering plans for the project through the City's standard process and a Land Disturbance Activity (LDA) Permit must be issued prior to construction. The Petitioner should also note that final approval of the site architectural plans will require City staff approval via its standard process and a building permit must be issued before vertical construction shall commence.



Chain Link Fence Variance Application



9489 0178 9820 3024 8681 94

STANFORD GROUP LLC
2102 DODGE AVE LOT 25
SAVANNAH GA 31405
Properties in Violation:
4906 OGEECHEE RD
GARDEN CITY, GA, 31405
PIN: 60957 01031

Legal Description: LOT B SUB OF LOTS 6 THRU 9 SILK HOPE FARMS SMB 41S 35 2.02ac

It has been determined that the chain link fencing at the above-referenced property required the approval of the Zoning Board of Appeals in addition to the approval of the City's Building Inspector. Under City Code Section 90-96(d)(4)(d), enclosure fences in commercial zones (your property is in a C-2 Zoning District) may not be made of chain link unless a variance from such prohibition is approved by the Board of Zoning Appeals.

Please use the attached variance application and submit it no later than June 6, 2024. Until the fencing has been approved the City's Board of Zoning Appeals, it does not constitute a legally erected property improvement under the City Code.

Your timely submittal is most appreciated. Please let us know if you have any questions

Respectfully,
Jonathan R. Trego
Jonathan Trego

Planning and Zoning Supervisor

jtrego@gardencity-ga.gov

(912) 963-2749



City of Garden City Planning Commission Application - Instructions

This application must be completed in full and must be submitted with the appropriate completed checklist, fee, and all supplemental application materials, including Agent Authorization Form, if applicable. An incomplete application cannot be accepted for processing. For assistance or information, please contact the office of Planning, Zoning & Building at (912) 963-2756.

1. Please fill in all lines and boxes on the form. If a section is not applicable, enter "Not Applicable" or draw a line through the section. On the first page, **please enter the name or company name under "Name" and list a contact person under "contact."** Please also enter an email address **for each member of the applicant team** - this will facilitate getting information on the progress of the application to all members of the team.
2. The application must be signed by the **owner of the property** or by the **authorized agent ONLY**. If the applicant is not the owner, be sure to include a completed Agent Authorization Form.
3. The following items **must be provided**:
 - Application Fee
 - Completed checklist (the checklist will be reviewed for completeness only prior to processing)
 - Four (4) sets of plans, plus electronic submittal in PDF format (all pages in one binder, oriented correctly)
 - Deed
 - Tax Map
 - Agent Authorization Form (if applicable)

Additional Information

- The Planning Commission meets on the second Tuesday of each month at 6 p.m. at Garden City City Hall.
- Applications are due by the 1st of each month to be eligible to appear on the following month's agenda. The applicant will be notified by certified letter when their application will appear on the agenda.
- Applications will be received at any time and processed within 10 business days following the submittal of a complete application. Following initial review, staff comments will be sent via email to the authorized agent and others as identified on the application.
- The applicant or his/her authorized agent must be present at the Planning Commission and/or City Council meeting when his/her application is reviewed.
- Applications may only be pulled up until one week prior to the scheduled meeting. No refunds of any application costs will be issued. No exceptions will be made.

City of Garden City Site Plan Checklist



The following items are required for a complete submittal by identifying the sheet number (**do not use check marks**) and note number, if applicable. For information that does not apply, indicate as such as 'NA.'

	Sheet	Note #
GENERAL INFORMATION		
1 Name of project and name of owner of the property	5	1
2 Names of project planner and developer and contact information	5	2
3 North arrow	9	
4 Date, including all revision dates	5	
5 General location map	10	
6 Total area and development area in acres	5	3
7 Zoning District and any zoning variances or conditions	5	4
8 Zoning of contiguous properties and existing uses on contiguous property	N/A	
9 Signed seal of the design professional	N/A	
EXISTING CONDITIONS		
10 Boundary survey of the site with dimensions and bearings referenced to a permanent marker	9	
11 Existing topography at one (1) foot contour intervals or spot elevations often enough to adequately determine the slope of the site		N/A
12 Flood zone boundary lines and flood hazard area statement	N/A	
13 Existing easement locations and uses including the holder of the easement and any restrictions imposed by the easement	9	
14 Location of any existing underground storage tanks	N/A	
15 Required yards (building setbacks)	9	
16 Existing streets, buildings, water bodies, wetlands, and other natural features	9	
17 Existing water lines, sewer lines/septic fields, and fire hydrants		
18 Existing storm water drainage structures	9	
PROPOSED IMPROVEMENTS		
19 Proposed locations of storm water detention areas, if required	9	
20 Locations, dimensions, building area, and uses of all proposed buildings and structures.	9	
21 Location of any proposed underground storage tanks	N/A	
22 Proposed easement locations and uses including the holder of the easement and any restrictions imposed by the easement	9	
23 Curb cuts, vehicular access and circulation	9	

City of Garden City Site Plan Checklist



		Sheet	Note #
24	Pedestrian and other types of circulation	9	
25	Off street parking and loading areas and dimensions	9	
26	Recreation areas	N/A	
27	Buffer dimension and composition	N/A	
28	Refuse collections areas	N/A	
29	Proposed and existing sign locations	N/A	
30	Project phasing, if applicable	N/A	
31	Tree protection and replacement plan	N/A	
32	Specimen trees (see Sec. 90-259)	N/A	
33	Landscape plans	N/A	
34	Outdoor lighting arranged in a manner which will protect the highway and neighboring properties from direct glare of hazardous interference of any kind		N/A

Other required information that may be presented separately or on the Site Plan

		Sheet	Note #
1	Tabulation of the project density in dwelling units per net acre, if applicable	N/A	
2	Tabulation of site coverage, allowed and proposed	N/A	
3	Tabulation of impervious surface coverage	N/A	
4	Tabulation of the number of required parking and loading spaces, required and proposed		N/A
5	A statement describing the character and intended use of the development	6	
6	If common facilities, such as recreation areas, private streets, and common open spaces are to be provided, statements as to how they will be provided and maintained shall be submitted.		N/A
7	Description or drawing of the proposed water and sewer system	N/A	
8	Description or drawing of the proposed storm water drainage system	N/A	

Property Deed is on pages 11-15

Security Fence Install

1. Property Owners:

Stanford Group LLC

2. Planners:

Yardnique Inc.

Greg Hodges

4/29/2025

3. Property Description:

Total parcel size:

2.024 Acres

Proposed Chain Link Fence w/ Black Screening Material:

945lf Area 27,125sf

4. Zoning:

4906 OGEECHEE RD

GARDEN CITY, GA, 31405

PIN: 60957 01031

Legal Description:

LOT B SUB OF LOTS 6 THRU 9 SILK HOPE FARMS SMB 41 S 35 2.02ac

*City Code Section 90-96(d)(4)(d), enclosure fences in commercial zones
(your property is in a C-2 Zoning District) may not be made of chain link
unless a variance from such prohibition is approved by the Board of Zoning
Appeals.*

City of Garden City Variance Application



Development Information

Development Name (If applicable)

N/A

Property Address

4906 Ogeechee Rd

Garden City, GA 31405

Current Zoning

C-2

Current Use

Commercial Landscape Office/Yard

Parcel ID

60957 01031

Total Site Acreage

2.02

Section of the zoning code from which you are seeking a variance:

City Code Section 90-96(d)(4)(d)

Describe the variance request you are requesting.

We are trying to install a chain link fence to protect our equipment and keep unsightly material from view of roadways surrounding the property. The chain link fence would be wrapped with a black screening material and topped with 2' barb wire extensions

Would denial of this request create practical difficulty or an unnecessary hardship?

Yes, we have no way of securing our vehicles, trailers and equipment without a fence.

Does the property have extraordinary and exceptional conditions because of its size, shape or topography?

Currently there is a roadway/driveway that runs between all of the parcels from HWY17 to Fall Rd

Are the conditions of the property unique to this piece of property?

Power Right of way lines run through the middle of the lot with low hanging lines

Would approval of this variance request cause any detriment to adjoining properties or the community?

None. If anything, it would clean up the appearance of our property

Please provide any additional information that you deem relevant.

Every business to the right and left of our property has exactly the same fence we are requesting

If we are not allowed a variance in this situation, anything that we construct to protect our equipment will not look anything

like our neighboring commercial properties.

City of Garden City Variance Application



Applicant Information

Owner	
Name	Address
THE STANFORD GROUP, LLC	2103 A DODGE Ave, SAVANNAH, GA 31405
Phone	Email
912-272-6915	stanfordmhp@gmail.com
Nature of Ownership Interest	
Is the Owner an: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Firm <input type="checkbox"/> Corporation <input type="checkbox"/> Association	
Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title.	
If a partnership: Submit list of all partners with name, address and title.	
Engineer/Surveyor <input type="checkbox"/> Same as authorized agent <input type="checkbox"/> Check here to receive staff review comments via email	
Company Name	Contact (Individual Name)
Phone	Email
Authorized Agent (Requires Authorized Agent Form) <input type="checkbox"/> Check here to receive staff review comments via email	
Company Name	Contact (Individual Name)
Yardnique	Greg Hodges
Phone	Email
912-710-1489	greg.hodges@yardnique.com
Campaign Contribution	
List below the names of local government officials, Garden City City Council, to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.	
Elected Official's Name	Amount or Description of Gift

I understand that I will need to attend or be represented by a duly authorized agent at the meeting of the Board of Zoning Appeals and that my application cannot be approved unless I am represented.

Greg Hodges

Print Name

Greg Hodges
Signature

04/29/2025

Date

OFFICE USE ONLY		
Received By	Date Received	Case Number
Submittal Format <input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both	Fee Amount Paid	Invoice Number

City of Garden City Agent Authorization Form



Applicant Information

Owner	
Name	Address
THE STANFORD GROUP, LLC	2103 A DODGE AVE, SAVANNAH, GA 31405
Phone	Email
912-272-6915	stanfordmhp@gmail.com
Development Name (if applicable)	
N/A	

I, the undersigned, do hereby certify that I am the owner of the property affected by the proposed application to the Garden City Planning Commission. I/We, the undersigned owner(s) of property involved in this application, do hereby authorize Greg Hodges to act as Agent for the attached application in my/our behalf.

THE STANFORD GROUP, LLC		04/29/2025
Timothy C. Hall		
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____

Authorized Agent	
Company Name	Contact (Individual Name)
Yardnique Inc	Greg Hodges
Phone	Email
912-710-1489	greg.hodges@yardnique.com

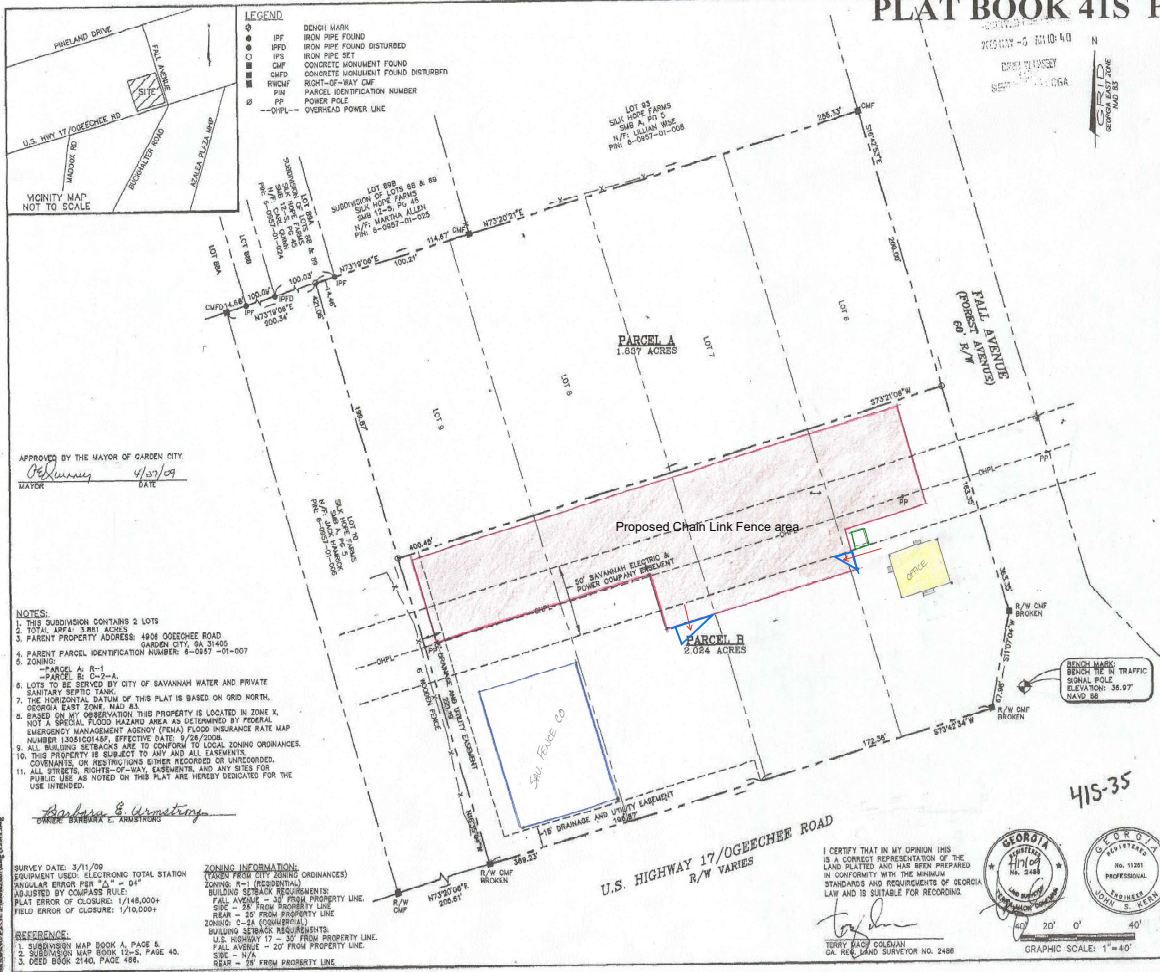
I accept this authorization to act as Agent on behalf of the above owner(s).

Greg Hodges		04/29/2025
Print Name	Signature	Date

A MINOR SUBDIVISION OF
 LOT'S 6, 7, 8 & 9, SILK HOPE FARMS,
 7TH G.M. DISTRICT, CITY OF GARDEN CITY,
 CHATHAM COUNTY, GEORGIA
 NORTH, JUNE 20th, 1908. BARBARA E. ARACATHONG

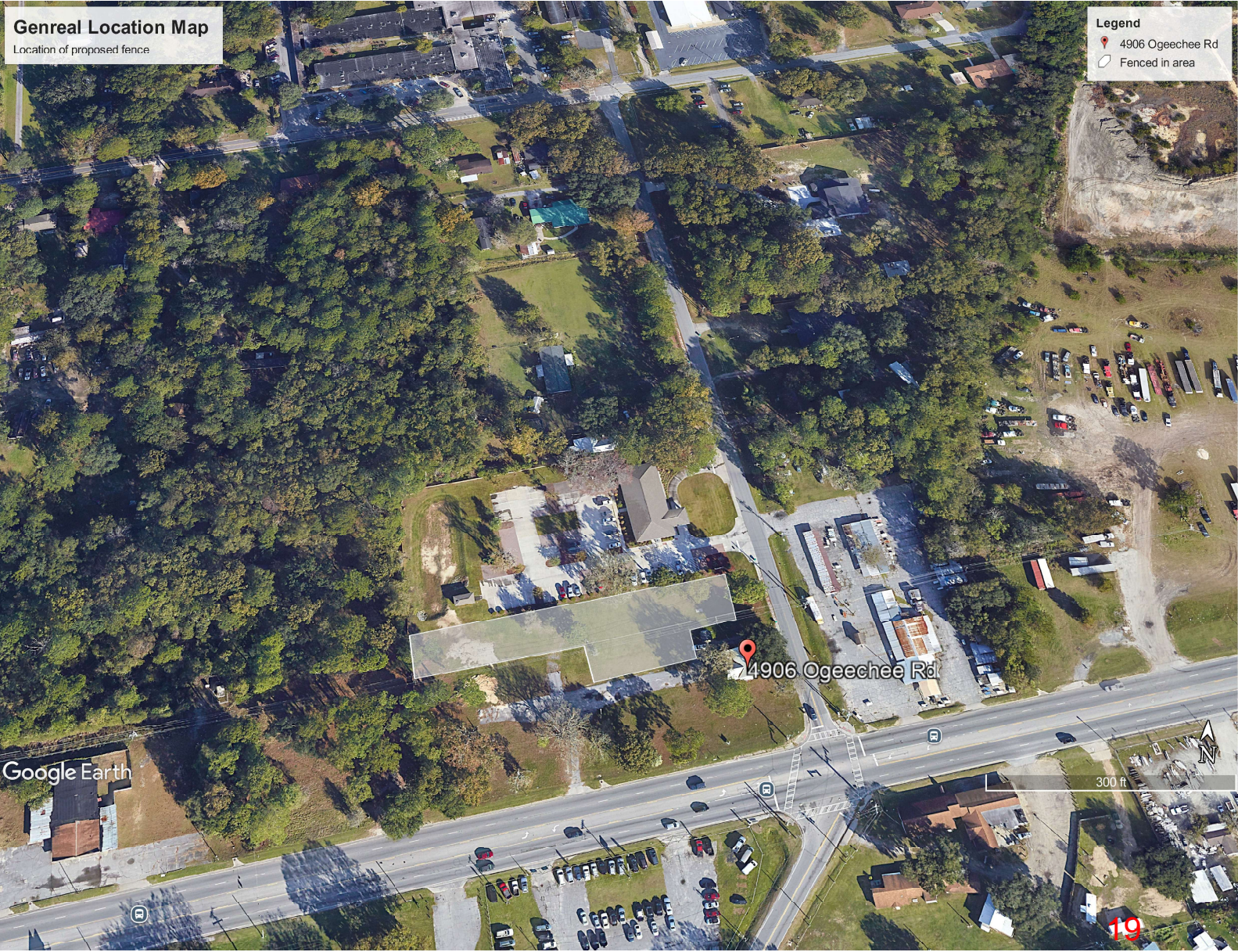
MINOR
SUBDIVISION

SCALE:	1"=40'
PROJECT NO:	000102.001
DATE:	3/12/89
DRAWN BY:	JPA
CHECKED BY:	JAH/g
SHEET NO:	1/1



General Location Map
Location of proposed fence

- Legend**
- 4906 Ogeechee Rd
 - Fenced in area



MCNAMARA ADAMS, PC
7370 Hodgson Memorial Drive, Suite B-11
Savannah, Georgia 31406

STATE OF GEORGIA
COUNTY OF CHATHAM

SECURITY DEED AND AGREEMENT

THIS INDENTURE is made this **October 3, 2017** by and between **THE STANFORD GROUP, LLC** party of the first part, hereinafter referred to as "Grantor"; and **BARBARA LEE EARLY ARMSTRONG** party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Grantee resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, assigns and sells unto Grantee the following described land:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 7TH G.M. DISTRICT OF CHATHAM COUNTY, GEORGIA, KNOWN AND DESIGNATED AS PARCEL B OF A MINOR SUBDIVISION OF LOTS, 6, 7, 8 & 9, SILK HOPE FARMS WHICH IS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN SUBDIVISION MAP BOOK 41S, PAGE 35. SAID PLAT OR MAP IS INCORPORATED HEREIN BY SPECIFIC REFERENCE. PROPERTY IS MORE COMMONLY KNOWN AS 4906 OGEECHEE ROAD, GARDEN CITY, GEORGIA 31408 AND HAVING A PIN NO. OF 60957-01031.

SUBJECT, HOWEVER, TO ALL VALID EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

RESTRICTION ON SALE FOR 5 YEARS AND SELLER HAS RIGHT TO OCCUPY FOR 5 YEARS.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and other improvements now or hereafter located thereon 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, issues, income, revenues and profits 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 whether actually or constructively attached thereto and including all trade, domestic and ornamental fixtures, furniture, furnishings and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and other 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. All of the foregoing are hereinafter sometimes referred to collectively as the "Premises."

TO HAVE AND HOLD the Premises to the only proper use, benefit and behoof of Grantee, forever, in fee simple.

GRANTOR WARRANTS that Grantor has good title to the Premises, that Grantor is lawfully seized and possessed of the Premises, that Grantor has the right to convey the Premises, that the Premises are unencumbered except as may be herein expressly provided and that Grantor shall forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

THIS INSTRUMENT IS A DEED passing legal title pursuant to the laws of the State of Georgia governing deeds to secure debt and a security agreement granting a security interest pursuant to the Uniform Commercial Code of the State of Georgia, and it is not a mortgage. This deed and security agreement is made and intended to secure: (i) an obligation of Grantor to Grantee evidenced as follows:

2018

Note of eventdate in the principal amount of Two Hundred Fifty-Five Thousand Dollars and no/100 (\$255,000.00) maturing on or before March 1, 2027

(ii) any and all renewal or renewals, extension or extensions, modification or modifications thereof, and substitution or substitutions, therefor, either in whole or in part; and (iii) all indebtedness now or hereafter owing by Grantor to Grantee, however or whenever created, incurred, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, or due or to become due, and any and all renewal or renewals, extension or extensions, modification or modifications of and substitution or substitutions for, said indebtedness, either in whole or in part. The obligations which this deed and security agreement is given to secure are hereinafter sometimes referred to collectively as the "Indebtedness." This deed and security agreement is hereinafter sometimes referred to as this "Security Deed."

GRANTOR COVENANTS AND AGREES: (1) *Junior Encumbrances*: Grantor shall not create or permit to exist any liens or encumbrances on the Premises which are junior and inferior in terms of priority to this Security Deed. (2) *Payments by Grantor*: Grantor shall pay, when due and payable: (i) the Indebtedness in accordance with the terms and conditions of the instruments evidencing the same; (ii) all taxes, all assessments, general or special, and all other charges levied on or assessed or placed or made against the Premises, this Security Deed, the Indebtedness or any interest of Grantee in the Premises, this Security Deed or the Indebtedness; (iii) premiums on policies of fire and casualty insurance covering the Premises, as required by this Security Deed, (iv) premiums on all life insurance policies now or hereafter pledged as collateral for the Indebtedness or any part thereof; (v) premiums for all liability, rental, mortgage and flood insurance policies required by this Security Deed or now or hereafter required by Grantee in connection with the Premises or the Indebtedness or any part of either; and (vi) all ground rents, lease rentals and other payments respecting the Premises payable by Grantor. Grantor shall promptly deliver to Grantee, upon request by Grantee, receipts showing payment in full of all the foregoing items; provided, however, that Grantee shall not require a receipt showing payment in full of the Indebtedness. In the event any state, federal, municipal or other governmental law, order, rule or regulation becomes effective subsequent to the date hereof and in any manner changes or modifies the laws in force on the date hereof governing the taxation of the Indebtedness or the manner of collecting the taxes thereon so as to adversely affect Grantee by requiring that a payment or payments be made or other action be taken to protect Grantee's interest under this Security Deed or the Indebtedness, Grantor shall promptly pay any amounts required on or before the date the same are due or take any other action required on or before the date any such action must be taken. (3) *Grantee's Acts on Behalf of Grantor*: In the event Grantor shall either fail or refuse to pay or cause to be paid, as the same shall become due and payable, any item (including all items specified at Paragraph (2) immediately above) which Grantor is required to pay hereunder or which Grantor may pay to cure an event of default hereunder, or in the event Grantor shall either fail or refuse to do or perform any act which Grantor is obligated to do or perform hereunder or which Grantor may do or perform to cure an event of default hereunder, then Grantee, at Grantee's option, may make such payment or do or perform such act on behalf of Grantor. All such payments made by Grantee and all costs and expenses incurred by Grantee in doing or performing all such acts shall be and shall become part of the Indebtedness secured hereby and shall bear interest at the highest rate per annum then being charged with respect to any part of the Indebtedness secured hereby from the date paid or incurred by Grantee, and such interest thereon shall also be part of the Indebtedness secured hereby. (4) *Further Assurances*: Grantor shall, at any time and from time to time upon request by Grantee, make, execute and deliver, or cause to be made, executed and delivered, any and all other and further instruments, documents, certificates, agreements, letters, representations and other writings which may be necessary or desirable, in the opinion of Grantee in order to effectuate, complete, correct, perfect or continue and preserve the obligations of Grantor under the Indebtedness and the lien and security interest of Grantee hereunder. Grantor shall upon request by Grantee certify in writing to Grantee, or to any proposed assignee of this Security Deed, the amount of principal and interest then owing on the Indebtedness and whether or not any setoffs or defenses exist against all or any part of the Indebtedness. (5) *Rents and Leases*: Grantor hereby transfers, assigns and conveys unto Grantee all of Grantor's right, title and interest in and to all leases or undertakings to lease now or hereafter existing or made, and all other agreements for use or occupancy, with respect to the Premises or any part thereof, and grants to Grantee a security interest in all rents, issues, income, revenues, profits, accounts and contract rights due or to become due thereunder or otherwise deriving from the use and occupancy of the Premises. Grantor shall faithfully perform the covenants of Grantor as lessor under all present and future leases of all or any portion of the Premises and shall not do, neglect to do, or permit to be done, anything which may cause the termination of such leases, or any of them, or which may diminish or impair their value or the rents provided for therein or the interest of Grantor or Grantee therein or thereunder. Grantor, without first obtaining the written consent of Grantee, shall not further assign the rents, issues, income, revenues, profits, accounts or contract rights from the Premises or any part thereof, shall not consent to the cancellation or surrender of any lease of the Premises or any part thereof now existing or hereafter to be made, shall not modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder and shall not collect rents from the Premises or any part thereof for more than one month in advance. Grantor shall procure and deliver to Grantee upon request estoppel letters or certificates from each lessee, tenant, occupant in possession and other user of the Premises or any part thereof, as required by and in form and substance satisfactory to Grantee, and shall deliver to Grantee a recordable assignment of all of Grantor's interest in all leases now or hereafter existing or made with respect to the Premises or any part thereof, which assignment shall be in form and substance satisfactory to Grantee, together with proof of due service of a copy of such assignment on each lessee, tenant, occupant in possession or other user of the Premises or any part thereof. (6) *Maintenance and Repair*: Grantor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances, rules, regulations and directives of any governmental authority relating to the Premises or any part thereof or the use or occupancy of the Premises or any part thereof. No part of the Premises, including but not limited to any buildings, structures, parking lots, driveways or other improvements now or hereafter constructed on the land which is part of the

Premises, shall be removed, demolished or materially altered without the prior written consent of Grantee. If at any time during the continuance of the Indebtedness any addition, alteration, change, repair, reconstruction or other work on the Premises of any nature, structural or otherwise, becomes necessary or desirable because of damage to or destruction of the Premises or any part thereof, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be the sole obligation and responsibility of Grantor, and Grantor shall pay the entire expense thereof promptly when due. (7) *Hazard and Liability Insurance*: Grantor shall keep the Premises insured against loss or damage by fire and such other casualties and risks as the Grantee may require from time to time, with such companies, in such amounts and under such forms of policies as Grantee may approve. Such policies shall insure Grantee's interest in the Premises, name Grantee as an insured party thereunder, provide that losses thereunder shall be payable to Grantee pursuant to such forms of loss payable clauses as Grantee may approve and provide that no cancellation or reduction in coverage shall be effective unless the insurer first gives Grantee thirty (30) days prior written notice. Irrespective of the insurance required and approved by Grantee, Grantor shall assign and deliver to Grantee, as additional collateral for the payment of the Indebtedness, all policies of insurance which insure against loss or damage to the Premises, and Grantor hereby grants to Grantee a security interest in the proceeds from any and all such policies. Grantor shall also procure and maintain public liability insurance coverage with such companies, in such amounts and under such forms of policies as Grantee may approve, naming Grantee as an additional insured thereunder and providing that no cancellation or reduction in coverage thereunder shall be effective unless the insurer first gives Grantee thirty (30) days prior written notice. Forthwith upon the issuance of all such policies, Grantor shall deliver the same to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid. Within fifteen (15) days prior to the expiration date of each such policy, Grantor shall deliver to Grantee a renewal policy together with evidence satisfactory to Grantee that the premium therefor has been paid. In the event of a foreclosure and sale by Grantee of the Premises, the purchaser of the Premises shall succeed to all rights of Grantor in and to such policies, including the right to the refund of unearned premiums and to dividends thereunder, and Grantee may, at Grantee's election, assign and deliver the policies to such purchaser without any warranty or representation, express or implied, and without recourse. In the event of damage to or destruction of the Premises or any part thereof, Grantee may adjust, settle or compromise claims under such policies, and the proceeds therefrom shall be paid to Grantee. Grantee, at Grantee's option and in Grantee's sole discretion, may either (i) apply the proceeds or any part thereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof and disburse the proceeds to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (8) *Flood Insurance*: Grantor represents and has certified to Grantee that no part of the Premises lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973. In the event Grantee determines that the rules or regulations of the Federal Reserve Board, the Comptroller of the Currency or any other governing agency licensing or regulating the operations of Grantee require that flood insurance coverage be obtained for the Premises or any part thereof in order for Grantee to comply with such rules or regulations or with the Flood Disaster Protection Act of 1973 as then in effect, then Grantor, upon receiving written notice from Grantee of such determination: (i) shall promptly purchase and pay the premiums for such flood insurance policies as Grantee deems required by such agency or agencies so that Grantee shall be deemed in compliance with the rules and regulations of such agency or agencies and with the Flood Disaster Protection Act of 1973 as then in effect; and (ii) shall deliver such policies to Grantee together with evidence satisfactory to Grantee that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Grantee, shall name Grantee as an insured thereunder, shall provide that losses thereunder be payable to Grantee pursuant to such forms of loss payable clause as Grantee may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to the Premises under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancellable as to Grantee except upon thirty (30) days prior written notice given by the insurer to Grantee. Within ten (10) days prior to the expiration date of each such flood insurance policy, Grantor shall deliver to Grantee a renewal policy or endorsement together with evidence satisfactory to Grantee that the premium therefor has been paid. (9) *Condemnation*: To the extent of the Indebtedness, Grantor grants to Grantee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Grantor may be or may become entitled or which Grantee may receive by reason of injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain, Grantor shall continue to pay the Indebtedness. All sums paid or payable to Grantor by reason of any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain shall be delivered to Grantee and Grantee, at Grantee's option and at Grantee's sole discretion, may either (i) apply the sum or any part thereof to the Indebtedness or (ii) require Grantor to repair, replace or reconstruct the Premises or any part thereof and disburse such sums to Grantor to be applied against the costs and expenses thereof as incurred or paid by Grantor. (10) *Inspection*: Grantor shall permit any person designated by Grantee to visit and inspect the Premises, to examine the books of account and other records of Grantor with respect to the Premises, and to discuss the affairs, finances and accounts of Grantor with and to be advised as to the same by Grantor or a knowledgeable and duly authorized representative of Grantor, all at such reasonable times and intervals as Grantee may desire. (11) *Restriction on Transfer*: Unless Grantee gives its written consent thereto and such consent is recorded in the public deed records of the Clerk of the Superior Court of the county in which this Security Deed is recorded, Grantor shall not grant, bargain, convey, transfer, assign, exchange or sell all or any portion of Grantor's interest in the Premises prior to the satisfaction and release by Grantee of this Security Deed.

EVENTS OF DEFAULT hereunder shall be the occurrence of any one or more of the following: (1) *Payment of Indebtedness*: Failure of Grantor to pay the Indebtedness or any part thereof when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or at a date fixed by reason of acceleration of the due date thereof or otherwise (2) *Other Payments and Terms*: Failure of Grantor to make any payment (other than on the Indebtedness) required

hereunder or to observe, perform, or comply with any of the covenants, terms of conditions set forth herein, or in any other instrument, document, agreement, letter or other writing heretofore, concurrently herewith or in the future executed by Grantor in favor of Grantee in connection with any transaction which resulted in the Indebtedness of any part thereof; (3) *False Statements*: If any certificate, representation, warranty, statement or other writing made herein or heretofore, now or hereafter furnished to Grantee by or on behalf of Grantor in connection with any transaction which resulted in the Indebtedness or any part thereof be false, untrue, incomplete or misleading in any respect as of the date made; (4) *Waste*: If the Premises or any part thereof should be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially damaged or altered as a result of which the value of the Premises shall be diminished; (5) *Seizure or Levy*: If the Premises or any part thereof be seized or levied upon under legal process or a receiver be appointed for the Premises or any part thereof or for Grantor; (6) *Liens*: If any Federal tax lien or any claim of lien for labor, material or architectural or engineering services furnished or alleged to have been furnished in the improvement of or with respect to the Premises is filed of record against Grantor or the Premises and is not removed from record by payment or bond within thirty (30) days from the date of such filing; (7) *Priority Claim*: If any person shall assert any claim or priority over this Security Deed in any legal or equitable proceeding, and such claim shall not have been dismissed with prejudice within sixty (60) days after the filing thereof; (8) *Insolvency or Bankruptcy*: If Grantor shall become insolvent or make an assignment for benefit of creditors; or if Grantor should file a petition for bankruptcy or an arrangement pursuant to the Federal Bankruptcy Act or any similar statute, or if Grantor be adjudicated a bankrupt or an insolvent; or if any proceeding is instituted against or on behalf of Grantor alleging that Grantor is insolvent or unable to pay Grantor's debts as they mature; or if a petition for the bankruptcy or arrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute is filed; (9) *Receiver*: If there should be appointed a receiver, liquidator or trustee for Grantor or for any property of Grantor; (10) *Judgments*: If any judgment is rendered against Grantor which is not paid in full and satisfied or is not appealed from within the time allowed for appeals and paid in full and satisfied when it becomes final; (11) *Liquidation or Dissolution*: Should Grantor, if a corporation be liquidated or dissolved or its articles of incorporation expire to be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire

GRANTEE'S REMEDIES AND POWER OF SALE upon the occurrence of an event of default shall be that, at Grantee's option and election without notice to Grantor, Grantee 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, and Grantee, at Grantee's option and election, may do any one or more of the following: (1) *Entry and Possession*: Grantee may enter upon the Premises or any part thereof and take possession thereof, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Premises or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Premises or any part thereof; conduct business thereon, make all necessary and appropriate repairs, renewals, and replacements; keep the Premises insured; or carry out or enter into agreements of any kind with respect to the Premises. (2) *Collection of Rents*: Grantee may collect and receive all rents, issues, income, revenues, profits, accounts and contract rights from the Premises and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Premises, including the fees and expenses of Grantee's attorneys, and agents. (3) *Payments*: Grantee may pay any sum or sums deemed necessary or appropriate by Grantee to protect the Premises or any part thereof or Grantee's interest therein. (4) *Other Remedies*: Grantee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing, heretofore, concurrently herewith or in the future executed by Grantor in favor of Grantee in connection with the transactions resulting in the Indebtedness or any part thereof. (5) *Appointment of Receiver*: Grantee may make application to any court and be entitled to the appointment of a receiver to take charge of the Premises or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Premises as security for the Indebtedness or any other matter usually incident to the appointment of a receiver. (6) *U.C.C. Remedies*: With respect to the personal property in which a security interest is herein granted, Grantee may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (§§ 109A-9-101 *et. seq.* of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Grantee requests, assemble all such personal property and make it available to Grantee at a place or places to be designated by Grantee, which shall be reasonably convenient to Grantor and Grantee. Any notice required to be given by Grantee of a public or private sale, lease or other disposition of the personal property or any other intended action by Grantee may be personally delivered 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 Grantee at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action. (7) *Power of Sale*: Grantee may sell the Premises, or any part thereof or any interest therein separately, at Grantee's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Premises, or a 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. Grantee may bid and purchase at any such sale, and Grantee may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Premises, or the part thereof or interest therein sold. Grantee's conveyance may contain recitals as to the occurrence of any event of 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 Grantee shall be binding and conclusive upon Grantor, and the sale and conveyance made by Grantee shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Premises, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Grantee may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Grantee 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 Grantee as Grantor's agent and attorney-in-fact hereunder. Grantee'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 Grantee hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorney's fees if applicable, then to the payments 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, Grantee shall determine, at Grantee's option and in Grantee'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 Premises, 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.

All rights and remedies set forth above 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 Grantee to collect or enforce the Indebtedness with or without taking any action with respect to the Premises. Grantee may, at Grantee's election and at Grantee's discretion, exercise each and every such right with remedy concurrently or separately.

ADDITIONAL PROVISIONS of this Security Deed, constituting additional covenants and agreements by Grantor, are as follows: (1) *Applicable Law*: This Security Deed shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Georgia. (2) *Forbearance*: Grantee shall not be deemed to waive any of Grantee's rights or remedies hereunder unless such waiver be in writing and signed by or on behalf of Grantee. No delay, omission or forbearance by Grantee in exercising any of Grantee's rights or remedies shall operate as a waiver of such rights or remedies, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or any remedy on any future occasion. (3) *Time*: Time is and shall be of the essence of this Security Deed and the covenants and agreements by Grantor. (4) *Captions*: Any captions or heading preceding the text of separate sections, paragraphs and sub-paragraphs hereof are solely for reference purposes and shall not affect the meaning, construction, interpretation or effect of the text. (5) *Notices*: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to Grantor if personally delivered or if mailed in the United States mail, by certified mail with a return receipt requested and with postage prepaid, to Grantor's last address known to Grantee. (6) *Severability*: In the event that any of the terms, provisions or covenants of this Security Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof not held to be partially or wholly invalid or unenforceable. (7) *Definitions*: The word "Grantor" as used herein shall include the plural should more than one Grantor execute this document; the masculine and feminine gender, regardless of the sex of Grantor or any of them; individuals, partnerships, joint ventures, corporations and other legal entities should such an entity execute this document; and the heirs, legal representatives, successors and assigns of Grantor. If more than one party shall execute this Security Deed, the word "Grantor" shall mean all parties signing, and each of them, and each and every agreement and obligation of Grantor shall be and mean the joint and several undertakings of each of them. The word "Grantee" as used herein shall include the transferees, successors, legal representatives and assigns of Grantee, and all rights of Grantee hereunder shall inure to the benefit of its transferees, successors, legal representatives and assigns. (8) *Other Provisions*: The terms and conditions set forth in Exhibit "B", if any, attached hereto are incorporated herein and made a part hereof by reference.

GRANTOR EXPRESSLY WAIVES the following: (1) *Notice and Hearing*: 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 Grantee 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 Premises as against the collection of the Indebtedness, or any part thereof. All waivers by Grantor in this paragraph 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.

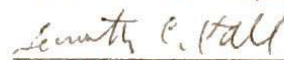
IN WITNESS WHEREOF, this Security Deed has been executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:


UnOfficial Witness


Notary Public _____ County _____

THE STANFORD GROUP, LLC


Timothy C. Hall, Its Manager (Seal)



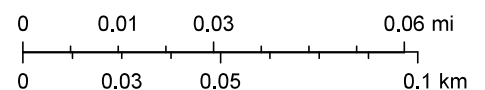
5/7/2025, 8:31:14 AM

Owner, PIN and Address Labels



Property Boundaries (Parcels)

1:2,257



SAGIS

MEMORANDUM

To: Garden City Planning Commission & Board of Appeals

From: Jonathan Trego, Zoning Administrator

Date: April 8th, 2025

Re: PC-6-25-1128

<i>Application Type</i>	General Development Plan
<i>Case Number</i>	PC-6-25-1128
<i>Applicant</i>	CHA Companies Inc
<i>Name of Project</i>	GCIC 02 Multi-Tenant Commercial Flex
<i>Property Address</i>	5128, 5130, and 5132 Augusta Rd
<i>Parcel IDs</i>	60007 02008, 60007 02007, and 60007 02006
<i>Area of Property</i>	2.79
<i>Proposed Zoning</i>	C-2
<i>Proposed Land Use</i>	Commercial (Flex Space for Commercial Tenants)

GENERAL INFORMATION

Project Description: The applicant wishes to develop a new multi-tenant building and parking area. The new building will be 34,000 sf.

FINDINGS

Staff has determined this application is complete and contains all required information. In conformance with the City of Garden City Zoning Ordinance Section 90-48, the following factors are to be considered for a General Development Plan review:

- 1. Proposed uses and overall development plan*
-No concerns, commercial causeway, compatible with region and locality.
- 2. Façade elevation plan indicating building orientation and scale; exterior construction materials, including texture and color; roof shape, window and door openings, porches, and balconies; architectural style or structure and the facade architectural treatment.*
-Received

3. *Fences, landscaping, and buffers.*

-Fencing is in place. Will need clarity on the 25' buffer adjoining R-1 properties, concept indicates pavement and not a landscaped buffer. Parking plan does not indicate parking lot tree requirements (tree islands) being met under 90-260.

4. *Driveway and parking orientation, in keeping with the established character in the area.*

-Parking space requirements based on max employees per shift (1 parking space per 2 employee slots per shift.)

5. *Scale, design, and location of exterior signs. Special sign restrictions may be required based on the location and character of the development and surrounding area.*

-No information on signs, the Planning Commission can hear statements from the applicant.

The applicant has provided the required information. Any signage shall comply with the City of Garden City ordinances and will require a sign permit.

ACTIONS

The Planning Commission shall take one of the following formal actions:

- i. *Approve the general development plan as presented;*
- ii. *Approve the general development plan with modifications or conditions.* The Planning Commission may impose conditions and restrictions so long as the intent of the Zoning Ordinance is carried out and the zoning district regulations established herein are not varied so as to make them less restrictive. The Planning Commission shall specifically state the requirements that must be met before an applicant may be granted final site plan approval;
- iii. *Defer action on the general development plan* upon motion of the Planning Commission or at the request of the applicant. The applicant may revise the proposal based on the comments at the meeting and resubmit it for formal action at a future meeting; or
- iv. *Deny the general development plan* based upon the findings that the proposed plan fails to comply with the requirements for approval.

RECOMMENDATION

Table the General Development Plan as presented until more information is obtained.

RECOMMENDED MOTION

I move to **table** the general development plan for PC-6-25-1128 until a future meeting.

Note:

Approval, if granted, by the Planning Commission only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval of the detailed engineering plans for the project through the City's standard process and a Land Disturbance Activity (LDA) Permit must be issued prior to construction. The Petitioner should also note that final approval of the site architectural plans will require City staff approval via its standard process and a building permit must be issued before vertical construction shall commence.