



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT
100 W OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640

January 16, 2020

Regulatory Division
SAS-2001-02780

JOINT PUBLIC NOTICE
Savannah District/State of Georgia

The Savannah District has received a request to amend the Declaration of Covenants and Restrictions (Restrictive Covenant) associated with Corps permit number SAS-2001-02780, as follows:

Application Numbers: SAS-2001-02780

Applicants: Morgan Family, as Tenants in Common
C/o Mr. G. Philip Morgan
1 Oglethorpe Professional Boulevard, Suite 105
Savannah, Georgia 31406

Adam Terrell, Vice President, Construction & Development Manager
Prologis
3475 Piedmont Road NE, Suite 650
Atlanta, Georgia 30305

Agent: Mr. Mike Demell
Environmental Services, Inc., A Terracon Company
2201 Rowland Avenue
Savannah, Georgia 31404

Location of Proposed Work: The restrictive covenant is located by Pooler Parkway, north of Pine Barren Road, within the cities of Pooler and Bloomingdale, Chatham County, Georgia (Latitude 32.1051, Longitude -81.2771).

Description of Work Subject to the Jurisdiction of the U.S. Army Corps of Engineers:
A request to amend the existing Restrictive Covenant to include the removal of 0.529-acres from the +/- 8.4-acre upland buffer area.

BACKGROUND

In 2004 the Savannah District issued Permit Number SAS-2001-02780 for the development of a 1,339.08 parcel of land located southwest of the City of Pooler, and south of Bloomingdale, in Chatham County, Georgia. To offset the impacts associated

with this project, an on-site mitigation plan was developed to include +/- 42-acres of wetland preservation, +/- 35-acres of wetland restoration, and +/- 8.4-acres of upland buffer. The original permit was set to expire on March 31, 2014. Prior to the expiration date, ESI applied to the District and was granted a 10-year permit extension which remains valid until March 31, 2024. During the coordination efforts, communications with the District included issuing similar 10-year permits to third parties whom purchased property from the original 1,339.08-acre project area. Headlands Realty Corporation was one of those acquisitions and was issued a permit on March 24, 2014; Regulatory Branch Number SAS-2014-00184. During development of Parcels C-3-5 & C-3-6, inadvertent encroachment into (7) areas (0.529-acres) of the +/-8.4-acre upland buffer occurred. These encroachments were discovered following the completion of the site development and are the result of truck court pad and parking, and stormwater pond construction.

The Morgan Family and third party proponent, Prologis Logistics, Inc. request approval to amend the existing Restrictive Covenant to include the removal of 0.529-acres from the +/- 8.4-acre upland buffer area. The remaining in-tack upland buffer will be +/- 7.87-acres. All other portions of the on-site mitigation will remain as originally approved. The proposed compensatory mitigation for the 0.529-acre upland buffer encroachment is to offset that impact by purchasing 6.4 (3.20 credits x 2 = 6.4) wetland mitigation credits from the adjacent Wilhelmina Morgan Wetland Mitigation Bank.

Comment Period: Anyone wishing to comment on this application for a Department of the Army Permit should submit comments in writing to the Commander, U.S. Army Corps of Engineers, Savannah District, Attention: Sarah Wise, 100 W. Oglethorpe Avenue Savannah, Georgia 31401-3640, no later than 15 days from the date of this notice. Please refer to the applicant's name and the application number in your comments.

If you have any further questions concerning this matter, please contact Sarah Wise, Team Lead, Savannah District at (912) 652-5550.

Enclosures:

1. Project Drawings- "RECOMBINATION OF PARCEL C-3-6, BEING THE LANDS OF PROLOGIS LOGISTICS, INC., PARCEL C-3-5, BEING THE LANDS OF PNK S2, LLC, & PORTIONS OF THE MORGAN TRACT", Dated March 13, 2019
2. Project Description
3. Restrictive Covenant

THIS SPACE RESERVED FOR THE CLERK OF SUPERIOR COURT

CITY OF BLOOMINGDALE APPROVAL
THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:
APPROVED BY THE CITY ADMINISTRATOR, CITY OF BLOOMINGDALE

CHARLES D. KRIDGE DATE
CITY ADMINISTRATOR

CITY OF POOLER APPROVAL
THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:
APPROVED BY THE CITY PLANNING & ZONING ADMINISTRATOR, CITY OF BLOOMINGDALE

KIMBERLY CLASSEN DATE
CITY PLANNING & ZONING ADMINISTRATOR

LINE	BEARING	LENGTH
L1	S 17°57'07" W	63.51'
L2	S 47°05'19" W	80.45'
L3	N 62°44'57" W	102.20'
L4	S 75°16'30" W	30.74'
L5	S 81°14'07" W	71.93'
L6	N 82°30'23" W	21.21'
L7	N 62°29'34" W	23.94'
L8	N 67°17'42" W	88.85'
L9	N 74°54'53" W	46.76'
L10	N 33°47'44" W	47.62'
L11	N 76°00'26" W	77.38'
L12	N 84°07'46" W	22.07'
L13	N 74°56'49" W	66.21'
L14	S 67°28'20" W	12.46'
L15	N 26°27'45" E	44.22'
L16	N 7°27'45" E	84.59'
L17	N 14°38'55" W	41.79'
L18	S 56°41'39" E	100.06'
L19	S 75°48'09" W	33.54'
L20	S 50°22'25" W	109.29'
L21	S 18°00'54" E	129.57'
L22	S 31°42'32" W	55.80'
L23	S 87°13'53" W	16.95'
L24	N 78°34'11" W	1.78'
L25	S 33°43'56" W	137.24'
L26	N 74°35'02" W	140.89'
L27	N 28°55'46" E	98.57'
L28	N 32°15'06" W	80.79'
L29	N 70°53'07" W	95.25'
L30	S 34°53'05" W	135.81'
L31	S 15°43'32" W	20.48'
L32	S 35°38'21" W	28.09'
L33	S 47°44'32" W	28.54'
L34	S 86°04'57" W	29.15'
L35	N 53°25'54" W	106.86'
L36	N 60°48'25" W	173.43'
L37	S 45°05'54" W	16.53'
L38	N 56°26'44" W	38.64'
L39	S 50°23'00" W	12.25'
L40	N 64°21'55" W	27.77'
L41	N 25°39'18" W	16.67'
L42	N 57°27'34" E	21.61'
L43	N 41°02'22" W	25.21'
L44	N 62°37'19" W	75.20'
L45	S 82°31'57" W	72.14'
L46	S 76°29'41" W	71.13'
L47	N 86°27'36" W	48.28'
L48	N 75°27'11" W	49.98'
L49	N 88°57'52" W	48.47'
L50	N 62°44'57" W	93.03'

NOTES

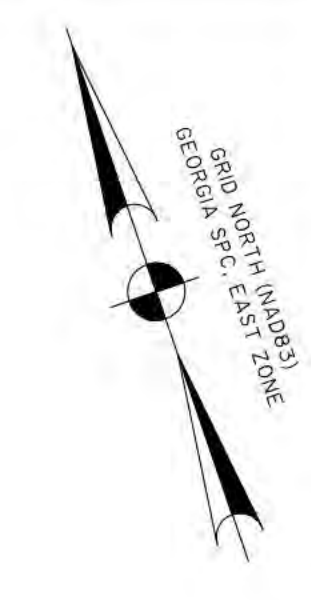
- FIELD EQUIPMENT USED FOR THIS SURVEY: 5" TOTAL STATION
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 61,215 FEET, AN ANGULAR ERROR OF 7" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
- ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
- THIS PLAT HAS A PRECISION OF ONE FOOT IN 127,132 FEET OR BETTER.
- COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
- ACCORDING TO FIRM MAP NO. 1030IC, PANEL 0106F, REVISED SEPTEMBER 26, 2008, A PORTION OF THE PROPERTY SHOWN ON THIS PLAT LIES OUTSIDE OF SPECIAL FLOOD HAZARD IN ZONE X.
- WETLANDS THAT MAY EXIST ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
- TAX MAP NUMBER: PIN 8-0006-01-054 AND 8-0006-01-055
PROPERTY OWNER: PROLOGIS LOGISTICS INCORPORATED, A DELAWARE CORPORATION, SUCCESSOR BY MERGER TO HEADLANDS REALTY CORPORATION AND PNK S2, LLC (PER TAX RECORDS)
TITLE REFERENCE: DEED BOOK 679, PAGE 674 AND DEED BOOK 1007, PAGE 271
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
- IMPROVEMENTS EXIST THAT ARE NOT SHOWN HEREON.
- WATER & SEWER SERVICE TO BE PROVIDED BY THE CITY OF BLOOMINGDALE.
- FOR MINIMUM SETBACKS REFER TO CITY OF BLOOMINGDALE CODE OF ORDINANCES AS AMENDED BY THE DEVELOPMENT GUIDELINES FOR PUD MASTER PLAN OF THE MORGAN FAMILY TRACT, PREPARED BY J.M. WOODS, INC., HUSSEY, GAY, BELL & DEVOUNG ENGINEERS AND ENVIRONMENTAL SERVICES, INC., LAST REVISED OCTOBER 8, 2002.

REFERENCES

- A ALTA/ACSM LAND TITLE SURVEY PLAT OF A RECOMBINATION OF 252.71 ACRES, PORTION OF PARCELS C AND D OF THE MORGAN TRACT O, PREPARED FOR THE MORGAN FAMILY, BY WILDER & STONE LAND SURVEYORS, INC., DATED DECEMBER 1, 2005, RECORDED IN SUBDIVISION MAP BOOK 375, PAGE 27A, CHATHAM COUNTY RECORDS.
- A PLAT OF 1,239.60 ACRES OF THE MORGAN TRACT O, PREPARED FOR SAMUEL H. MORGAN, BY WILDER, STONE & ZIPPERER LAND SURVEYORS, INC. DATED AUGUST 27, 2002, RECORDED IN PLAT BOOK 23-P, PAGE 51-A, CHATHAM COUNTY RECORDS.
- A RIGHT OF WAY PLAT OF S.H. MORGAN PARKWAY EXTENSION, PREPARED FOR PROLOGIS, INC., BY THOMAS & HUTTON ENGINEERING CO., DATED OCTOBER 13, 2015, RECORDED IN PLAT BOOK 50, PAGE 357, CHATHAM COUNTY RECORDS.
- A MINOR SUBDIVISION OF PARCEL C-3-2, SEWER LIFT STATION & METER STATION, PREPARED FOR PROLOGIS, INC., BY THOMAS & HUTTON ENGINEERING CO., DATED NOVEMBER 5, 2015, RECORDED IN SUBDIVISION MAP BOOK 50, PAGE 358, CHATHAM COUNTY RECORDS.
- A MAJOR SUBDIVISION & RECOMBINATION OF PARCELS C-2 & C-3, BEING A PORTION OF THE LANDS OF PROLOGIS LOGISTICS, INC., PREPARED FOR PROLOGIS LOGISTICS, INC., BY THOMAS & HUTTON ENGINEERING CO., DATED SEPTEMBER 1, 2016, RECORDED IN PLAT BOOK 50, PAGE 622, CHATHAM COUNTY RECORDS.
- A RECOMBINATION PLAT OF PARCEL C-3-5 & PARCEL C-3-6, BEING A PORTION OF THE LANDS OF PROLOGIS LOGISTICS, INC., PREPARED FOR PROLOGIS LOGISTICS, INC., BY THOMAS & HUTTON ENGINEERING CO., DATED MARCH 24, 2017, RECORDED IN PLAT BOOK 51, PAGE 7, CHATHAM COUNTY RECORDS.
- A RECOMBINATION PLAT OF PARCEL C-3-5 & PARCEL C-3-6, BEING A PORTION OF THE LANDS OF PROLOGIS LOGISTICS, INC., PREPARED FOR PROLOGIS LOGISTICS, INC. AND PNK S2, LLC, BY THOMAS & HUTTON ENGINEERING CO., DATED FEBRUARY 13, 2019, TO BE RECORDED, CHATHAM COUNTY RECORDS.

LEGEND

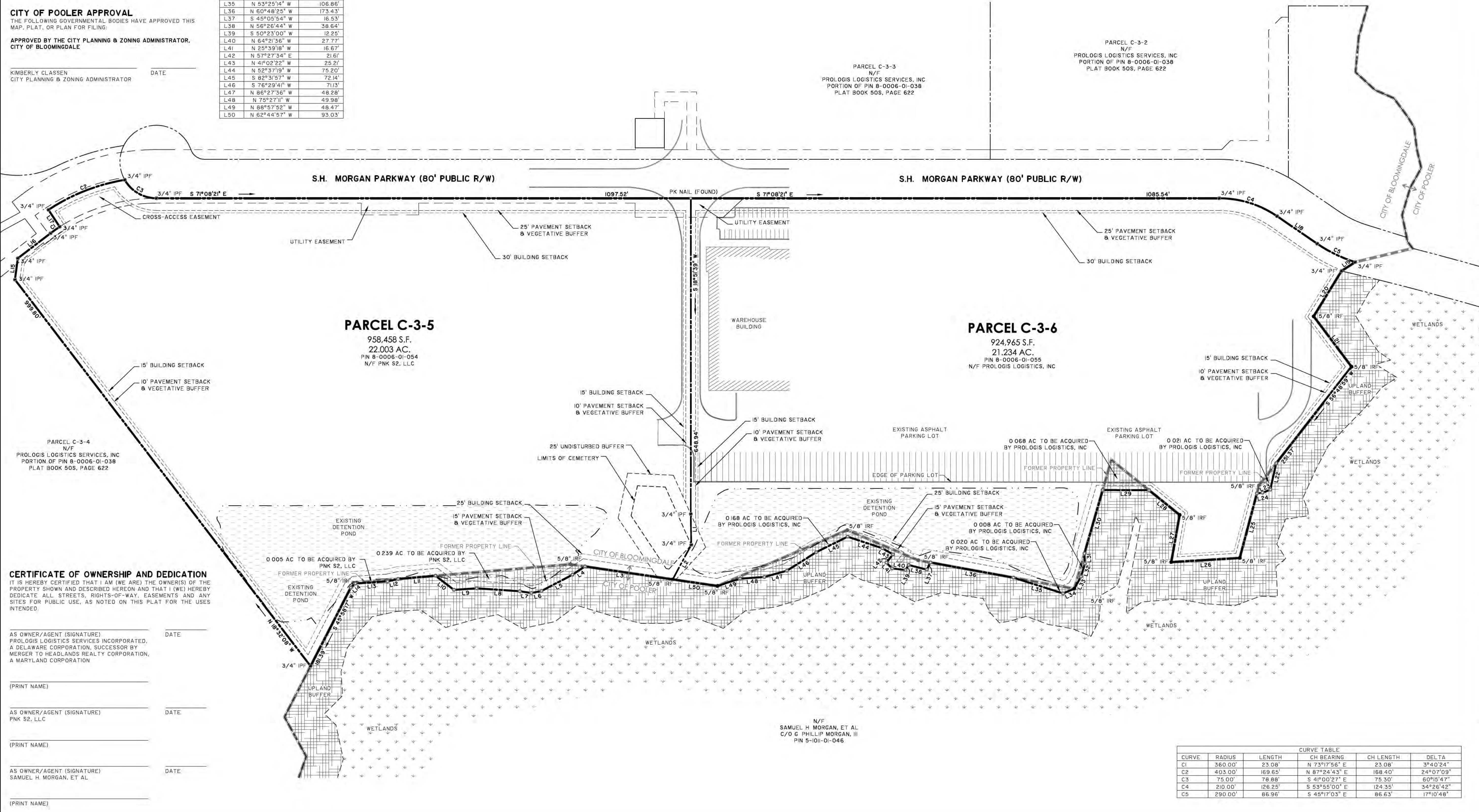
○	COMPUTED POINT (NO MONUMENT)
●	IRON PIPE (FOUND)
—	IRON PIPE (SET)
—	IRON REBAR (FOUND)
---	ADJONER PROPERTY LINE
---	SUBJECT PROPERTY LINE
---	INTERIOR PARCEL/LOT LINE
---	BOUNDARY LINE TO BE ABANDONED
---	WETLAND BUFFER
---	FRESHWATER WETLAND EDGE
---	BUILDING SETBACK
---	PROPERTY/ACCESS EASEMENT
---	UTILITIES EASEMENT
---	MUNICIPAL BOUNDARY (CITY LIMITS)
---	WETLAND BUFFER
---	FRESHWATER WETLAND (NON-JURISDICTIONAL)



VICINITY MAP not to scale
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PRIOR TO THE EXECUTION OF THIS PLAT, PARCEL C-3-5 BEING THE LANDS OF N/F PNK S2, LLC AND PARCEL C-3-6 BEING THE LANDS OF N/F PROLOGIS LOGISTICS, INC. HAVE APPARENT ENCROACHMENTS OVER AND UPON THE LANDS OF N/F SAMUEL H. MORGAN, ET AL. BY AGREEMENT OF ALL INTERESTED PARTIES, AS EVIDENCED HEREON, THE PURPOSE OF THIS PLAT IS TO RESOLVE SAID APPARENT ENCROACHMENTS IN THE MANNER AS SHOWN.

SURVEYOR'S CERTIFICATION
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



RECOMBINATION OF
PARCEL C-3-6
BEING THE LANDS OF
PROLOGIS LOGISTICS, INC.,
PARCEL C-3-5
BEING THE LANDS OF **PNK S2, LLC,**
& PORTIONS
OF THE MORGAN TRACT

8th G.M. DISTRICT,
CITY OF BLOOMINGDALE & CITY OF POOLER,
CHATHAM COUNTY, GEORGIA

prepared for
PROLOGIS LOGISTICS, INC.,
PNK S2, LLC, &
SAMUEL H. MORGAN, ET AL

CERTIFICATE OF OWNERSHIP AND DEDICATION
IT IS HEREBY CERTIFIED THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE, AS NOTED ON THIS PLAT FOR THE USES INTENDED.

AS OWNER/AGENT (SIGNATURE) DATE
PROLOGIS LOGISTICS SERVICES INCORPORATED, A DELAWARE CORPORATION, SUCCESSOR BY MERGER TO HEADLANDS REALTY CORPORATION, A MARYLAND CORPORATION

(PRINT NAME)

AS OWNER/AGENT (SIGNATURE) DATE
PNK S2, LLC

(PRINT NAME)

AS OWNER/AGENT (SIGNATURE) DATE
SAMUEL H. MORGAN, ET AL

(PRINT NAME)

N/F
SAMUEL H. MORGAN, ET AL
C/O G. PHILIP MORGAN, III
PIN 5-1011-01-046

CURVE TABLE

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	360.00'	23.08'	N 73°17'56" E	23.08'	3°40'24"
C2	403.00'	169.65'	N 87°24'43" E	168.40'	24°07'09"
C3	75.00'	78.88'	S 41°00'27" E	75.30'	60°15'47"
C4	210.00'	126.25'	S 53°55'00" E	124.35'	54°26'42"
C5	290.00'	86.96'	S 45°17'03" E	86.63'	17°10'48"

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

100 0 100 200
1 INCH = 100 FEET

plot drawn reviewed field crew
03/13/2019 MDJ RKM 02/28/2017 BL

job 20845.0001 SHEET 1 OF 1



2201 Rowland Ave.
Savannah, Georgia 31404
P (912) 629 4000
F (912) 629 4001
environmentalservicesinc.com

13 November 2019

U.S Army Corps of Engineers
CESAS-RD: Mr. Steve Fox
Savannah District Corps of Engineers
100 West Oglethorpe Avenue
Savannah, Georgia 31401

**RE: Amendment to the Declaration of Covenants and Restrictions
Chatham County, Georgia
SAS-2001-02780**

ESI#: ES16058.00/HM167020

Dear Mr. Fox:

Introduction: On behalf of The Morgan Family, Environmental Services, Inc. a Terracon Company (ESI) is providing the following information and Appendix data in request of an amendment to the existing Declaration of Covenants and Restrictions associated with The Morgan Edwards Tract Development, Regulatory Branch Number SAS-2001-02780 (Appendix B). This request follows guidance provided during a conference call on September 17, 2019 between Mr. Mike DeMell with ESI, Mrs. Sarah Wise and Mr. Shaun Blocker with the Savannah District Corps of Engineers.

This request involves the removal of 0.529-acres of upland buffer which is a portion of the +/-8.4-acre upland buffer associated with the on-site mitigation plan for this project. The 0.529-acre is depicted in Appendix A; Recombination Plat dated 03/13/2019 prepared by Thomas & Hutton; whereby (7) slivers of upland buffer were inadvertently encroached upon during the construction of buildings located on Parcel C-3-5 and Parcel C-3-6.

Pursuant to the policy provided by the District for amendments to covenants and restrictions, scenario #2 applies whereby the proponent of the project is a third party known as Headlands Realty Corporation (a.k.a: Prologis Logistics, Inc.) having owned the lands immediately north of the on-site mitigation (Appendix A, Figure 1 Mitigation Plan & Figure 2 Mitigation Plan View Detail, dated 10/04). Headlands Realty Corporation purchased and developed the land immediately north of the mitigation site. This property is identified in Appendix D, Regulatory

Branch Number SAS-2014-00184. Both parties agree to seek this amendment in order to rectify the property boundary between both parcels and to address impacts to 0.529-acres of upland buffer. Prologis Logistics, Inc. further agrees to compensate for this buffer encroachment by purchasing wetland mitigation credits from the Wilhelmina Morgan Wetland Mitigation Bank which is located immediately south of the aforementioned on-site mitigation.

Project Background & History: In 2004 the Savannah District issued Permit Number 200102780 for the development of a 1,339.08 parcel of land located southwest of the City of Pooler, and south of Bloomingdale, in Chatham County, Georgia (Appendix B). To offset the impacts associated with this project, an on-site mitigation plan was developed to include +/- 42-acres of wetland preservation, +/- 35-acres of wetland restoration, and +/- 8.4-acres of upland buffer (Appendix A; Figures 1 & 2 Mitigation Plan Details). The original permit was set to expire on March 31, 2014. Prior to the expiration date, ESI applied to the District and was granted a 10-year permit extension which remains valid until March 31, 2024 (Appendix C). During the coordination efforts, communications with the District included issuing similar 10-year permits to third parties whom purchased property from the original 1,339.08-acre project area. Headlands Realty Corporation was one of those acquisitions and was issued a permit on March 24, 2014; Regulatory Branch Number SAS-2014-00184 (Appendix D). During development of Parcels C-3-5 & C-3-6 shown in Appendix A, inadvertent encroachment into (7) areas (0.529-acres) of the +/-8.4-acre upland buffer occurred. These encroachments were discovered following the completion of the site development and are the result of truck court pad and parking, and stormwater pond construction (Appendix A; Preliminary Recombination Plat).

Proposed Amendments to the Declaration of Covenants and Restrictions: The Morgan Family and third party proponent, Prologis Logistics, Inc. request approval to amend the existing Restrictive Covenant to include the removal of 0.529-acres from the +/- 8.4-acre upland buffer area. The remaining in-tack upland buffer will be +/- 7.87-acres. All other portions of the on-site mitigation will remain as originally approved.

When assessing this proposal, alternative considerations were given to removal of the truck court and reshaping the stormwater pond margins followed by restoration of the (7) areas of encroachment. Given these features were already constructed and the impacts to the upland buffer were existing, this alternative was not considered practicable from a site development perspective. Additionally, given the confined project area, limited space was available to accommodate any stormwater pond reshaping. Although restoration of the upland buffer would be possible, restoring such small slivers of land and the temporal lag associated with recovery of these slivers of land to become a mature forested community is considered inappropriate.

An additional alternative considered a land swap between both parties whereby the balance of buffer acreage would be replaced by similar and nearby slivers of upland. This alternative was considered inappropriate because, as noted above, any remaining areas proximate to this encroachment were limited and had already been cleared during the site development. Therefore, there were no nearby, undisturbed upland areas that would mimic the mature habitat that existed within the original buffer area.

As noted above, the on-site mitigation plan included wetland restoration, wetland preservation, and upland buffering. Using the mitigation Standard Operating Procedures (SOP) at that time (*Draft Edition of June 7, 2000*) the credits generated by +/- 8.4 acres of upland buffer was 14.7 credits or +/- 1.75 credits per acre. Equating this value to the 0.529-acre encroachment, the reduced credit value on site is ~0.93 credits ($.529 \times 1.75 = 0.9257$). Pursuant to the aforementioned amendment guidelines and discussions with District staff, mitigation for impact to the restricted area should be at a minimum of double the Corps standard mitigation SOP or ~1.86 credits ($0.93 \times 2 = \sim 1.86$).

Additional discussions with District staff suggested ESI attempt to equate prior SOP calculations to the current 2018 SOP version. Given the circumstances, ESI ran through the SOP as if the upland buffer was actually a wet pine flatwood habitat. Using the Non-Riverine Wetland Qualitative Assessment tool, the capacity score given to this area is *Moderate*. Moving onto the Qualitative Worksheet for Wetland Adverse Impacts, the conversation of 2018 wetland compensation to Grandfather Credits equals 3.20 credits. Applying the amendment guidance, the proposed compensatory mitigation for the 0.529-acre upland buffer encroachment is to offset that impact by purchasing 6.4 ($3.20 \text{ credits} \times 2 = 6.4$) wetland mitigation credits from the adjacent Wilhelmina Morgan Wetland Mitigation Bank.

If the proposed resolution to the above referenced buffer encroachment is approved by the District, pursuant to the amendment guidelines, the attorney representing The Morgan Family and Prologis Logistics, Inc. will draft an appropriate “First Amendment to Declaration of Covenants and Restrictions” for review by the Office of Counsel. Additionally, the surveyor will proceed with making the appropriate changes to the plat showing the property to be extinguished from the restricted area.

Lastly, during the above referenced conference call with District Staff on September 17, 2019, ESI noted that during a site inspection, additional minor encroachments into a 25’ buffer surrounding the Seabrook Family cemetery had occurred. This cemetery, defined as site file number 9CH1031 per the GADNR – Historic Preservation Division (HPD) is located within the Headlands Realty Corporation property and is located just north of the above referenced on-site mitigation area. In order to assess this further, Staff requested that ESI provide details associated with this cemetery.



Therefore, included in this submittal are Appendix A which defines the cemetery on both the Mitigation Plan and draft Recombination Map. Appendix B, which speaks to the cemeteries within the Morgan property, Appendix E which is the cultural resource survey performed by Brockington and Associates, Inc. in 2003, Appendix F; Corps of Engineers letter dated May 12, 2003 to HPD, Appendix G; HPD letter dated February 26, 2004 providing concurrence to the Brockington survey results, Appendix H; cemetery management plan that accompanied the original permit, and Appendix H which is an exhibit prepared by ESI that shows a stormwater encroachment into the southeast corner of the buffer and a clearing encroachment into the northwest corner of the buffer.

This cemetery was deemed ineligible for inclusion in the National Register of Historic Places pursuant to the above referenced survey and agency review. Furthermore, the intent of the buffer was to provide protection to the cemetery from development. The buffer served its purpose in that it was impacted in two small areas, but the cemetery itself remains intact. District Staff requested this information so that Mr. Rodney Parker can review these materials and assess if any further action is needed. This cemetery is not part of the aforementioned covenant area and therefore is not part of the RC amendment request. It is the opinion of ESI that considering that only the buffer was affected and no further development around this site is planned, that no further action is needed.

As always, ESI appreciates your time and attention to this request. To assist you with understanding this request and offering any further clarity to this matter, please do not hesitate to call me or request a face to face meeting as needed.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.
A Terracon Company

Michael DeMell
Department Manager

Kristen Deason
Senior Staff Scientist

MD/av
ES18058 00/ RC Ltr
(Nov 2019)

Xc: Adam Terrell; Prologis Logistic, Inc
Hnery Morgan
Phillip Morgan

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

Return to:
James P. Gerard, Esq.
Oliver Maner & Gray LLP
218 West State Street
Savannah, GA 31401

STATE OF GEORGIA
COUNTY OF CHATHAM

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is hereby made by G. PHILIP MORGAN, III, individually, and as guardian for G. PHILIP MORGAN, IV of Chatham County, Georgia, WINNIFRED LANE MORGAN of Chatham County, Georgia, HENRY S. MORGAN of Chatham County, Georgia, VALERIA MORGAN FAMILY PROPERTIES II, LLC, a limited liability company organized and existing under the laws of the State of Georgia, SAMUEL H. MORGAN of Chatham County, Georgia, HOLLEY M. DYER of Charleston County, South Carolina, and BERNICE MORGAN KUHN of Charleston County, South Carolina, the undersigned Declarants. Declarants are owners in fee simple of a certain tract of real property in Chatham County, Georgia. The tract of land was conveyed to the undersigned pursuant to the following deeds which are recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in the following deed books at the indicated page numbers:

<u>Name</u>	<u>Percentage ownership interest</u>	<u>Deed Reference</u>
Samuel Hill Morgan, Jr.	13.33%	Deed Book 97-W, Folio 285, (from Holley S. Morgan, Samuel H. Morgan, Sr.'s daughter)
Bernice Morgan Kuhn	13.33%	Deed Book 97-W, Folio 287 (from Holley S. Morgan)

279 J BOOK
044 PAGE

Holley Morgan Dyer	13.33%	Deed Book 97-W, Folio 289 (from Holley S. Morgan)
Valeria Morgan Family Properties II, LLC	30%	Deed Book 269-S, Folio 87 (from Valeria Morgan Family Properties, LLC, which received the Property from Valeria McIver Morgan (as to 15.9%), Valeria Crouch (as to 4.7%), Katherine M. Waddell (as to 4.7%), and Emily M. Kehoe (as to 4.7%) by quitclaim deed dated June 27, 2003, and recorded in Deed Book 256-U, Folio 494).
Valeria McIver Morgan		Deed Book 152-U, Folio 640 (from Edward H. Morgan, her father)
Valeria M. Crouch		Deed Book 152-U, Folio 638 (from Edward H. Morgan, her grandfather, as to 1.2%) Deed Book 221-Q, Folio 533 (from Valeria McIver Morgan, her mother, as to 3.5%)
Katherine M. Waddell		Deed Book 152-U, Folio 636 (from Edward H. Morgan, her grandfather, as to 1.2%) Deed Book 221-Q, Folio 537 (from Valeria McIver Morgan, her mother, as to 3.5%)

BOOK
 279 J
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Emily M. Kehoe		Deed Book 152-U, Folio 634 (from Edward H. Morgan, her grandfather, as to 1.2%)
		Deed Book 221-Q, Folio 535 (from Valeria McIver Morgan, her mother, as to 3.5%)
G. Phillip Morgan, III	7.15%	Deed Book 148-C, Folio 169 (from G. Phillip Morgan, Jr., his father, as to 1%)
		Deed Book 151-A, Folio 488 (from G. Phillip Morgan, Jr., as to 2.4%)
		Deed Book 183-M, Folio 475 (from G. Phillip Morgan, Jr., Trust, as to 3.75%)
Henry S. Morgan	15%	Deed Book 148-C, Folio 167 (from G. Phillip Morgan, Jr., his father, as to 1%)
		Deed Book 151-A, Folio 486 (from G. Phillip Morgan, Jr., as to 2.4%)
		Deed Book 157-V, Folio 316 (from G. Phillip Morgan, Jr., as to 1.9625%)
		Deed Book 157-X, Folio 41 (from G. Phillip Morgan, Jr., as to 1.9625%)
		Deed Book 176-V, Folio 5 (from G. Phillip Morgan, Jr., as to 1.9625%)

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		Deed Book 183-D, Folio 129 (from G. Phillip Morgan, Jr., as to 1.9625%)	
		Deed Book 183-M, Folio 232 (from G. Phillip Morgan, Jr., Trust, as to 3.75%)	
Winnifred Lane Morgan	3.925%	Deed Book 157-S, Folio 142 (from G. Phillip Morgan, Jr., her grandfather, as to 1.9625%)	279 J
		Deed Book 157-Y, Folio 164 (from G. Phillip Morgan, Jr., as to 1.9625%)	
G. Phillip Morgan, III, as Custodian for G. Phillip Morgan, IV	3.925%	Deed Book 157-S, Folio 140 (from G. Phillip Morgan, Jr., his grandfather, as to 1.9625%)	047
		Deed Book 157-Y, Folio 166 (from G. Phillip Morgan, Jr., as to 1.9625%)	

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A legal description of the specific parcels of Property subject to this restrictive covenant is more particularly described in Exhibit "A" hereto attached and made a part hereof. The Covenants hereinafter stated shall apply to the Property described in Exhibit "A" and is by reference incorporated herein for a description and for all other legal purposes.

PREMISES

WHEREAS, Declarants were issued a permit by the US Army Corps of Engineers ("USACE") Action Number 200102780, dated November 10, 2004, pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401) under the administrative regulatory authority of the USACE Savannah District, Regulatory Branch, setting forth authorization for certain dredge and/or discharge of fill activities in waters of the United States, including wetlands and streams; and,

WHEREAS, said permit is attached hereto as Exhibit "B" and by this reference is made a part hereof; and,

WHEREAS, dredge and/or discharge of fill material in jurisdictional waters of the United States including wetlands and streams pursuant to the Clean Water Act, Section 404, and/or Rivers and Harbors Act of 1899, Section 10, requires compensatory mitigation and perpetual protection of the mitigation property; and,

WHEREAS, the Property is being preserved, restored, or enhanced as a wetland, buffer to wetlands, stream, streamside buffer, and/or upland buffer to jurisdictional waters of the United States, as well as to non-jurisdictional waters of the United States where such property has been accepted as compensatory mitigation pursuant to the permit; and,

WHEREAS, a dated platted survey with seal affixed by a Georgia registered surveyor of the bearings and distances and coordinate values of the boundary of the Property referenced as Exhibit "A" has been recorded in Plat Record Book 29-P, Pages 9A-9D, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The survey also approximately shows the wetlands, streams and buffers within the Property, and notes easements of record. The survey is made a part of this Declaration and is incorporated by reference.

WHEREAS, the Property consists of a total of 85.40 acres in two (2) parcel/s of land; and,

WHEREAS, the environmental conservation functions and values are summarized and described in Exhibit "C", attached hereto and made a part hereof; and

WHEREAS, the Property has been set aside for its conservation use. If the restricted Property is part of, or in the future made part of, a residential or mixed-use development, the Property will be designated as common property or as an undeveloped lot, buffer or open area and will not now, nor in the future, be made part of any residential lot or lots in a residential or mixed use subdivision or development, but rather the Property shall be held and managed by the owner, developer or homeowner association as an open, common and undeveloped natural conservation area.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarants and each and every subsequent owner and occupant of the real property, and as required mitigation for dredge and/or discharge of fill material in waters of the United States including wetlands and streams, Declarants have promised to place certain restrictions on the Property exclusively for conservation purposes, in order that it shall remain substantially in its restored, enhanced, preserved, open, natural and/or scenic condition, in perpetuity.

1

Declarants do hereby declare that all of the Property described hereinafter shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of the covenants, easements and affirmative obligations all of which shall run with the Property and will be binding on all persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title or interest in said Property, or any part thereof, their heirs, executors, administrators, successors and assigns. The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any

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subsequent transfer, conveyance, or encumbrance affecting all or any part of the restricted property. It shall set forth the terms and conditions of this document either by reference to this document and its recorded location or attached and incorporated by reference. It shall not be amended or extinguished except by written approval of the USACE, or its successor in administration of the Clean Water Act or the Rivers and Harbors Act of 1899.

2

Except as necessary (1) to carry out wetland restoration and enhance the natural habitat as approved by USACE; or, (2) to fence the property to keep out livestock, trespassers, or for protection of the property; or, (3) to carry out mitigation, management and maintenance of the property approved by the USACE; the actions encompassed as prohibited by this covenant shall include, but shall not be limited to, the following:

- A. Clearing, cutting or mowing;
- B. Earthmoving, grading, removal of topsoil, cultivation, burning, filling or changes in the topography of the land in any manner;
- C. Placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, or agricultural waste on the Property;
- D. Draining, ditching, diking, dredging, channelizing, pumping, impounding, excavating;
- E. Diverting or affecting the natural flow of surface or underground waters within, or out of the Property;
- F. Mining, drilling;
- G. Burning, systematically removing or cutting or otherwise destroying any vegetation, except for pruning, or removal of diseased or unsafe trees conducted in accordance with current scientifically bases practices recommended by the U.S. Forest Service or the Georgia Forestry Commission;
- H. Spraying with biocides;
- I. Introducing exotic species on the Property or otherwise altering the natural state of the wetlands or streams;
- J. Grazing of domesticated animals;
- K. Raising of any structure in the wetlands, streamside buffers or wetland buffers, whether temporary or permanent, except (1) walking trails in the uplands using pervious materials, (2) minimal structures in upland for the observation of wildlife and wetlands ecology, or (3)

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hunting stands may be constructed with the prior approval of the Savannah District Engineer.

L. Display of billboards, signs, or advertisements on or over the Property, except for the posting of no trespassing signs, signs indicating the property is for sale, signs identifying the conservation values of the property or their protection, and/or signs identifying the owner of the Property.

Notwithstanding any provision hereof to the contrary, Covenantor shall have the right within the Protected Property:

- (i) to engage in passive recreational activities consistent with the conservation purposes of the Protected Property, such as hiking, bird watching, fishing, hunting, or other suitable recreational activities, in areas restricted to within fifty (50') feet of the upland buffer as shown on the above-mentioned plat; and,
- (ii) to maintain a drainage outflow structure no greater than 0.04 acres in the wetland enhancement area designated on the above-mentioned plat, which structure is to receive run-off from a storm water detention pond located to the North of the wetland enhancement area, the point of discharge being to the Southeast of the pond, all as shown on said plat. If reasonably necessary to carry out mitigation, management and maintenance of the Property, the Declarants shall have the right to shift the exact placement of the outflow structure not more than two hundred (200') feet from its present platted location.

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A. Existing utility lines, road crossings and structures, if any, are shown on the survey. Environmental impacts, if any, caused by existing easements on the Property such as roads, utility lines or pipelines, where such easements are in place, date of recording of this restrictive covenant, and where the easements are shown on the survey, shall not be considered as causing any prohibited impacts to the Property by their use and maintenance.

B. Should an easement on the Property, not meeting the criteria of paragraph (3)(A), and determined to be prior in time and recording to this restrictive covenant, be exercised in such a manner that it conflicts with the prohibited uses of the Property set out in this restrictive covenant, then the owners of the Property, whether the Declarants of this covenant or any heirs, executors, administrators, successors or assigns, shall be responsible for providing alternative environmental mitigation in such amounts and of such value and function as the USACE or any enforcer of this covenant shall determine in accordance with the terms of the permit and with Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899 and their implementing regulations.

Declarants represent and warrant that after reasonable investigation, and to the best of their knowledge:

A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

B. There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned;

C. The Property is in compliance with all federal, state and local laws and there is no pending or threatened litigation in any way affecting, involving or relating to the Property.

Declarants, their personal representatives, heirs, executors, administrators, successors and assigns, reserve all other rights accruing from their ownership of the Property including but not limited to the exclusive possession of the Property, the right to transfer or assign their interest in the same, the right to take action necessary to prevent erosion on the Property or to protect public health or safety; and the right to use the Property in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purpose of this Declaration.

It is expressly understood and agreed that this covenant does not grant or convey to non-owner members of the general public, any rights of ownership, interest in, or use of the protected Property. However, the protection of jurisdictional and non-jurisdictional waters of the United States, its buffers and uplands, its floodplains, vegetation, open space, aquatic and wildlife habitat, are considered herein as a benefit to the general public and to all citizens of Georgia.

The USACE and/or the Environmental Protection Agency, or its successors, as third party beneficiaries hereof, are hereby specifically granted the authority to enforce the provisions of this Declaration of Restrictions and Covenants pursuant to the Clean Water Act and implementing regulations. Appropriate remedy for violation of this section is contemplated to include, without limitation, injunctive relief to restrain such violation, restoration, administrative, civil or criminal penalties as well as any other remedy available under law or equity. However, no violation of this covenant shall result in a forfeiture or reversion of title.

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The USACE, and/or the Environmental Protection Agency, their assigned agents and contractors, shall at reasonable times and upon notice to the owner, have an access easement for the right of ingress and egress to inspect the property in order to monitor and to ascertain whether there has been compliance with this Declaration.

This covenant shall not terminate upon some fixed amount of time, but shall run with the land in perpetuity both as to benefit and as to burden. This covenant is established for the purpose of preserving, enhancing and supporting waters of the United States, including wetlands and streams, non-jurisdictional wetlands and streams accepted as mitigation, wetland and stream buffers, upland adjacent to the protected property, and the associated conservation values and functions. Furthermore, this covenant carries out the statutory requirement of Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act and the implementing regulations.

Declarants shall execute and record this instrument in timely fashion in the Office of the Clerk of Superior Court in the county in which this Property is located and provide the USACE with a copy of the recorded restrictive covenant and exhibits.

IN WITNESS WHEREOF Declarants have duly executed this covenant under seal on this the 22 day of November, 2004.

G. Philip Morgan, III (L.S.)
G. PHILIP MORGAN, III, individually, and as
Guardian for G. PHILIP MORGAN, IV

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Moran
Witness

James P. Gerard
Notary Public



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G Philip Morgan Attorney in Fact
for Winnifred Lane Morgan (L.S.)
WINNIFRED LANE MORGAN, by G. Philip
Morgan, III, Attorney-in-Fact

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Moran
Witness

[Signature]
Notary Public

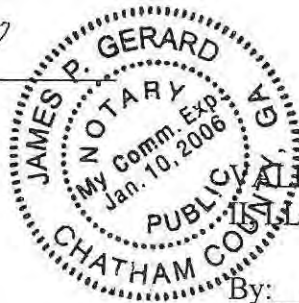


[Signature] (L.S.)
HENRY S. MORGAN

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Moran
Witness

[Signature]
Notary Public

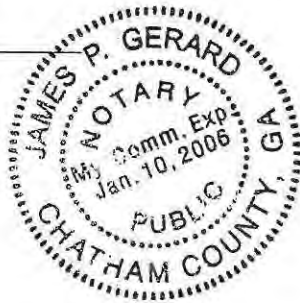


By: [Signature]
WILLERIA MORGAN FAMILY PROPERTIES
LLC
William J. Kehoe, III, Manager

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Moran
Witness

[Signature]
Notary Public



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By: Richard S. Waddell
Richard S. Waddell, Manager

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Morgan
Witness

Samuel H. Morgan
Notary Public



SAMUEL H. MORGAN (L.S.)

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Morgan
Witness

Samuel H. Morgan
Notary Public

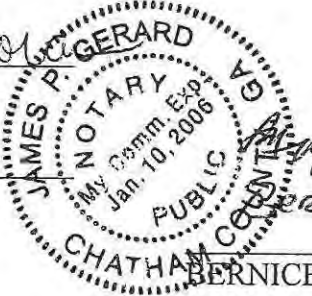


SAMUEL H. MORGAN, ATTY IN FACT FOR
STEPHEN M DYER (L.S.)
STEPHEN M. DYER, by Samuel H. Morgan,
Attorney-in-Fact

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Morgan
Witness

Samuel H. Morgan
Notary Public



SAMUEL H. MORGAN, ATTY IN FACT FOR
BERNICE MORGAN KUHN (L.S.)
BERNICE MORGAN KUHN, by Samuel H.
Morgan, Attorney-in-Fact

Signed, sealed, and delivered
on the 22nd day of November, 2004.

Karen M. Morgan
Witness

Samuel H. Morgan
Notary Public



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Exhibit "A"

ALL those certain tracts or parcels of land, measuring a total of 85.40 acres, more or less, being a portion of The Morgan Tract "Q", being also a portion of the former P.M. Edwards Tract, said tracts or parcels of land lying and being in the 8th Georgia Militia District, City of Pooler, Chatham County, Georgia, and being more particularly shown on that certain plat dated April 30, 2004, made by Wilder, Stone & Zipperer Land Surveyors, Inc., entitled "Plat of 85.40 Acres Restrictive Covenant Wetland Mitigation Site, Portion of The Morgan Tract "Q"," and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 29-P, Pages 9A through 9D, said plat being attached hereto and being incorporated herein by reference for better determining the metes, bounds, courses, and distances of the subject property.

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