



Where Georgia comes together.

Application # ANNX
0198-2025

Application for Annexation

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Patriot Development Group, LLC	Robert A. Thompson
*Title	Dylan Wingate, Vice President	
*Address	817 GA-247, Unit 10, Kathleen, GA 31047	1806 Boutwell Rd, Perry, GA 31069
*Phone		
*Email		

Property Information

*Street Address or Location	Located off Saddle Creek Rd
*Tax Map #(s)	000840 015000 & 000840 096000
*Legal Description	A. Provide a <u>copy of the deed</u> as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a <u>survey plat of the property</u> , tied to the Georgia Planes Coordinate System. **If the property being annexed is a portion of a recorded parcel, the portion being annexed must be a separate recorded parcel before this application will be accepted as complete.**

Request

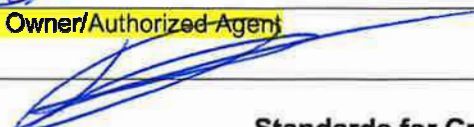
*Current County Zoning District	R-AG	*Proposed City Zoning District	R-3
*Please describe the existing and proposed use of the property <u>Note: A Site Plan and/or other information which fully describes your proposal may benefit your application.</u> The existing property is undeveloped, but the proposed development is for single-family residential homes.			

Instructions

1. The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
2. *Fees:
 - a. Residential Zoning (R-Ag, R-1, R-2, R-3) - \$325.00 plus \$28.00/acre
 - b. Non-residential Zoning (other than R-Ag, R-1, R-2, R-3) - \$543.00 plus \$43.00/acre
3. *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. *The applicant must be present at the hearings to present the application and answer questions that may arise.
7. *Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes No X
If yes, please complete and submit a Disclosure Form available from the Community Development office.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

9. *Signatures:

*Applicant		*Date	8/24/25
*Property Owner/Authorized Agent		*Date	9/1/25

Standards for Granting a Zoning Classification

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) Whether the proposed zoning classification complies with the Comprehensive Plan and other adopted plans applicable to the subject property.
- (2) Whether all of the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties.
- (3) Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties.
- (4) Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools.
- (5) Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification.



Corporate: PO Box 181, Leesburg, GA 31763
Phone: 229-638-8595
Website: www.aeconllc.net

October 8, 2025

Joe Duffy, AICP
Perry Community Development Director
808 Carroll Street
Perry, GA 31069
Joe.duffy@perry-ga.gov

RE: Annexation Standards – Sadie Heights Section IV
Parcel 000840 015000 & 000840 096000
Perry, Houston County, GA

This letter is in response to the rezoning application submitted on 10/02/2025, in reference to the above-mentioned project. Please see responses in red below.

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning District?
 - a. Whether the proposed zoning classification complies with Comprehensive Plan and other adopted plans applicable to the subject property. **The subject property is designated as Suburban Residential character area per the 2022 Joint Comprehensive plan, which does comply with our proposed Residential R-3 zoning request.**
 - b. Whether all the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties. **The proposed residential R-3 zoning classification is compatible with the adjacent subdivision zoning. Our proposed development has a mixture of R-1, R-2, and R-3 lots with the large lots adjacent to the existing subdivisions.**
 - c. Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties. **The proposed zoning classification is site plan dependent; any modifications would require City approval. The proposed end use is single family lots.**
 - d. Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools. **The proposed development will not cause excessive burden on city services. The development includes the Commodore Drive Extension between Saddle Creek and Kings Chapel Rd. Commodore Road Extension will be a collector street. Utility letters from the City and County have been obtained.**
 - e. Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification. **There are no existing or changing conditions of which interested parties have been made aware of, that would provide additional support for approval or disapproval.**

If you have any questions, please contact our office at (229) 638-8595 or via email at permits@aeconllc.net.

Sincerely,
Axis Engineering Consultants, LLC

Brian H. Braun, PE
President



Corporate: PO Box 181, Leesburg, GA 31763
Phone: 229-638-8595
Website: www.aeconllc.net

October 8, 2025

Joe Duffy, AICP
Perry Community Development Director
808 Carroll Street
Perry, GA 31069
Joe.duffy@perry-ga.gov

RE: Rezoning Standards – Sadie Heights Section IV
Parcel 000840 015000 & 000840 096000
Perry, Houston County GA

Mr. Duffy,

This letter is in response to the rezoning application submitted on 10/02/2025, in reference to the above-mentioned project. Please see responses in red below.

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning District?
 - a. Whether the proposed zoning classification complies with Comprehensive Plan and other adopted plans applicable to the subject property. **The subject property is designated as Suburban Residential character area per the 2022 Joint Comprehensive plan, which does comply with our proposed Residential R-3 zoning request.**
 - b. Whether all the uses permitted in the proposed zoning classification are compatible with existing uses on adjacent and nearby properties. **The proposed residential R-3 zoning classification is compatible with the adjacent subdivision zoning. Our proposed development has a mixture of R-1, R-2, and R-3 lots with the large lots adjacent to the existing subdivisions.**
 - c. Whether any of the uses permitted in the proposed zoning classification will cause adverse impacts to adjacent and nearby properties. **The proposed zoning classification is site plan dependent; any modifications would require City approval. The proposed end use is single family lots.**
 - d. Whether any of the permitted uses and density allowed in the proposed zoning classification will cause an excessive burden on existing streets, utilities, city services, or schools. **The proposed development will not cause excessive burden on city services. The development includes the Commodore Drive Extension between Saddle Creek and Kings Chapel Rd. Commodore Road Extension will be a collector street. Utility letters from the City and County have been obtained.**
 - e. Whether there are existing or changing conditions in the area which support either approval or disapproval of the proposed zoning classification. **There are no existing or changing conditions of which interested parties have been made aware of, that would provide additional support for approval or disapproval.**
 - f. Whether the subject property has a reasonable economic use as currently zoned. **The subject property has relatively little economic value as currently zoned AG, when compared to potential residential R-3 zoning economic value.**

If you have any questions, please contact our office at (229) 638-8595 or via email at permits@aeconllc.net.

Sincerely,
Axis Engineering Consultants, LLC

Brian H. Braun, PE
President

Locations: Leesburg • Warner Robins • Valdosta



Corporate: PO Box 181, Leesburg, GA 31763
Phone: 229-638-8595
Website: www.aeconllc.net

October 8, 2025

Joe Duffy, AICP
Perry Community Development Director
808 Carroll Street
Perry, GA 31069
Joe.duffy@perry-ga.gov

RE: Rezoning Letter of Intent Sadie Hights Section IV
Parcel 000840 015000 & 000840 096000
Perry, Houston County, GA

Dear Mr. Duffy:

On behalf of Patriot Development Group, LLC, the applicant of the property located on Saddle Creek Rd, Perry, Houston County, GA with Parcel IDs 000840 015000 and 000840 096000, to formally request the annexation and rezoning of the property from Houston County R-AG to R-3, Single Family Residential, to facilitate the development of a high-quality residential community.

Our proposal seeks to transform the existing 169.29-acre site into a thoughtfully designed single family development that aligns with the city's growth objectives and meets the increasing demand for diverse housing options in the City of Perry. This development will cater to a range of audience from young professionals, small families, or to retirees, offering modern amenities, aesthetic architecture, and efficient use of land while maintaining compatibility with the surrounding neighborhood.

Development Overview:

- **Project Scope:** The development will include approximately 399 single family lots.
- **Amenities:** Planned features include green spaces, sidewalks, mail kiosk, and park.
- **Design Features:** The homes will incorporate high-quality materials, along with energy-efficient designs.
- **Connectivity and Accessibility:** The development will feature pedestrian sidewalks with multiple vehicle access points via Saddle Creek Rd, Daisy Dr., and Commodore Road Extension.

Compatibility with City Goals - This project aligns with the city's comprehensive plan by:

1. **Promoting Housing Diversity:** Offering a modern housing option to complement the existing family neighborhoods and accommodate a range of household sizes, lifestyles, and income levels.
2. **Smart Land Use:** Efficiently utilizing land to balance residential density with open spaces while maintaining harmony with the surrounding community.
3. **Encouraging Sustainable Growth:** Supporting the city's growth objectives by creating an attractive, well-planned community that adds long-term value to the area.

Community and Economic Benefits- The rezoning and development of this property will offer several benefits, including:

Locations: Leesburg • Warner Robins • Valdosta

October 8, 2025

- Expanded housing opportunities to support the city's growing population.
- Increased property tax revenues, contributing to the local economy.
- A well-designed community that enhances the character and livability of the surrounding area.

We respectfully request approval of this rezoning application to enable this project. Our team is committed to working closely with city staff and community stakeholders to address any concerns and ensure this project aligns with the city's standards and expectations.

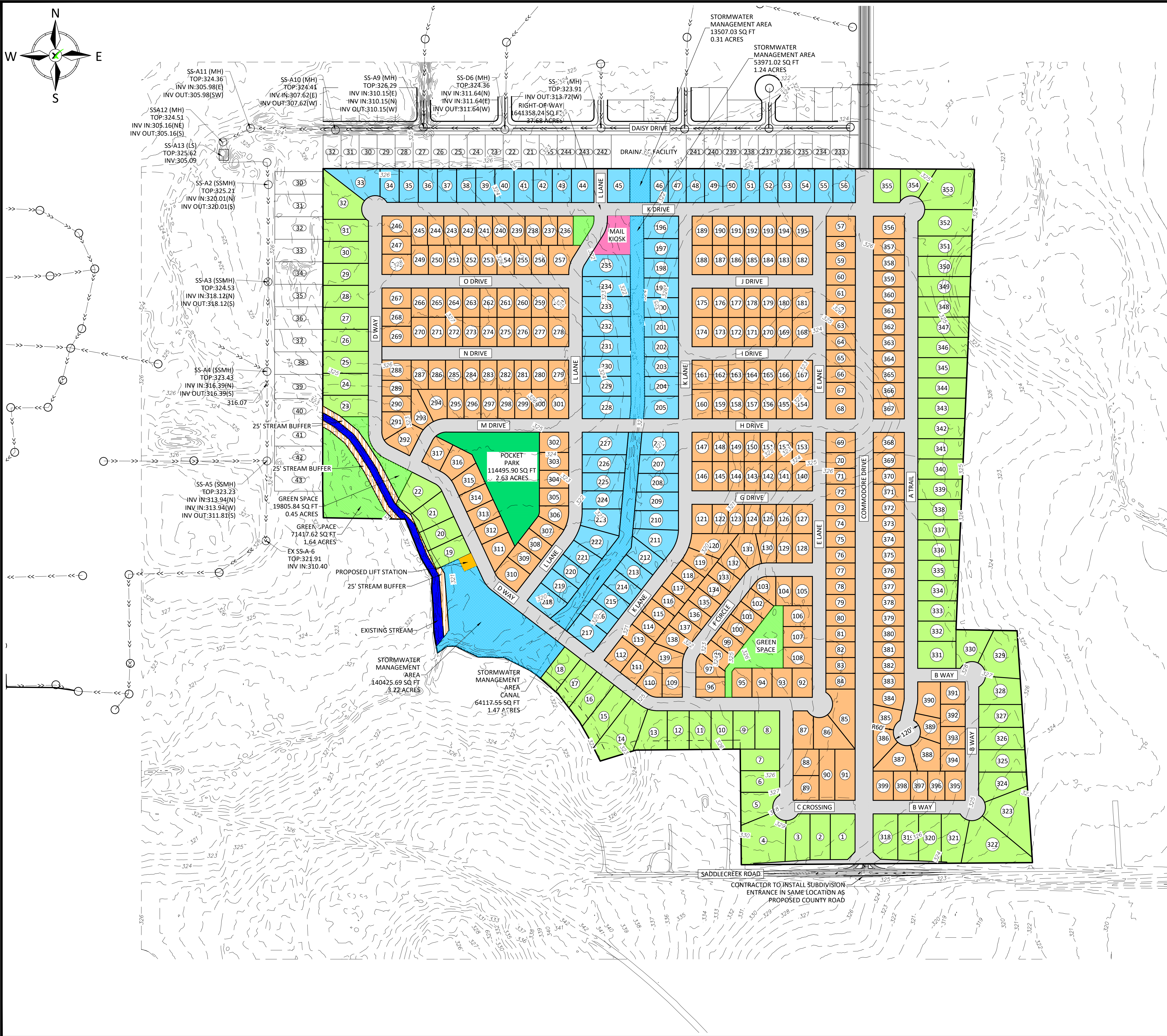
Thank you for your time and consideration of this rezoning request. We look forward to presenting this proposal and working collaboratively to enhance the housing opportunities in the City of Perry.

If you have any questions, please contact our office at (229) 638-8595 or via email at permits@aeconllc.net.

Sincerely,
Axis Engineering Consultants, LLC



Brian H. Braun, P.E.
President



SITE DATA TABLE	
PROJECT ADDRESS	SADDLE CREEK ROAD, PERRY GA 31069
PARCEL NUMBER	000840 015000 & 000840 096000 (170.41 ACRES)
ZONING	R-1, R-2, R-3
PROJECT AREA	170.41 ACRES

SUBDIVISION INFORMATION TABLE		
DESIGNATED RESIDENTIAL AREA	161.89	ACRES
TOTAL NUMBER OF LOTS	399	LOTS / ACRE
TOTAL LOT AREA	118.26	ACRES (73%)
GROSS DENSITY	2.46	LOTS / ACRE
RIGHT-OF-WAY AREA	37.68	ACRES (23.3%)
GREEN SPACE	5.95	ACRES (3.7%)
NET DENSITY	3.37	LOTS / ACRE
LENGTH OF ROAD (SUBDIVISION)	23,758.00 LF	(4.5 mi)
COMMODORE ROAD	3,087.00 LF	(0.58 mi)
NOT INCLUDED IN CALCULATIONS		
STORMWATER MANAGEMENT AREAS	6.24	ACRES
STREAMS & BUFFERS	1.7	ACRES
LIFT STATION	0.08	ACRES
MAIL KIOSKS	0.49	ACRES

HATCH LEGEND:

R-1 SINGLE FAMILY RESIDENTIAL LOT (90' FRONTAGE MIN; 15,000 SF MINIMUM)

R-2 SINGLE FAMILY RESIDENTIAL LOT (80' FRONTAGE MIN; 12,000 SF MINIMUM)

R-3 SINGLE FAMILY RESIDENTIAL LOT (70' FRONTAGE MIN; 9,000 SF MINIMUM)

90' 170' 30' FRONT 35' REAR 10' SIDE

80' 150' 25' FRONT 35' REAR 8' SIDE

70' 130' 25' FRONT 35' REAR 8' SIDE

TYPICAL LOT DIMENSIONS

POCKET PARK REQUIREMENT

250 LOTS = 1 ACRE
+ 0.5 ACRE PER 100 ADDITIONAL LOTS OR PORTION THEREOF

LOTS 1-250 = 1 ACRE
LOTS 251-350 = 0.5 ACRE
LOTS 350-399 = 0.5 ACRE
1 + 0.5 + 0.5 = 2 ACRES REQUIRED

2.63 ACRES PROVIDED
IN DESIGNATED POCKET PARK

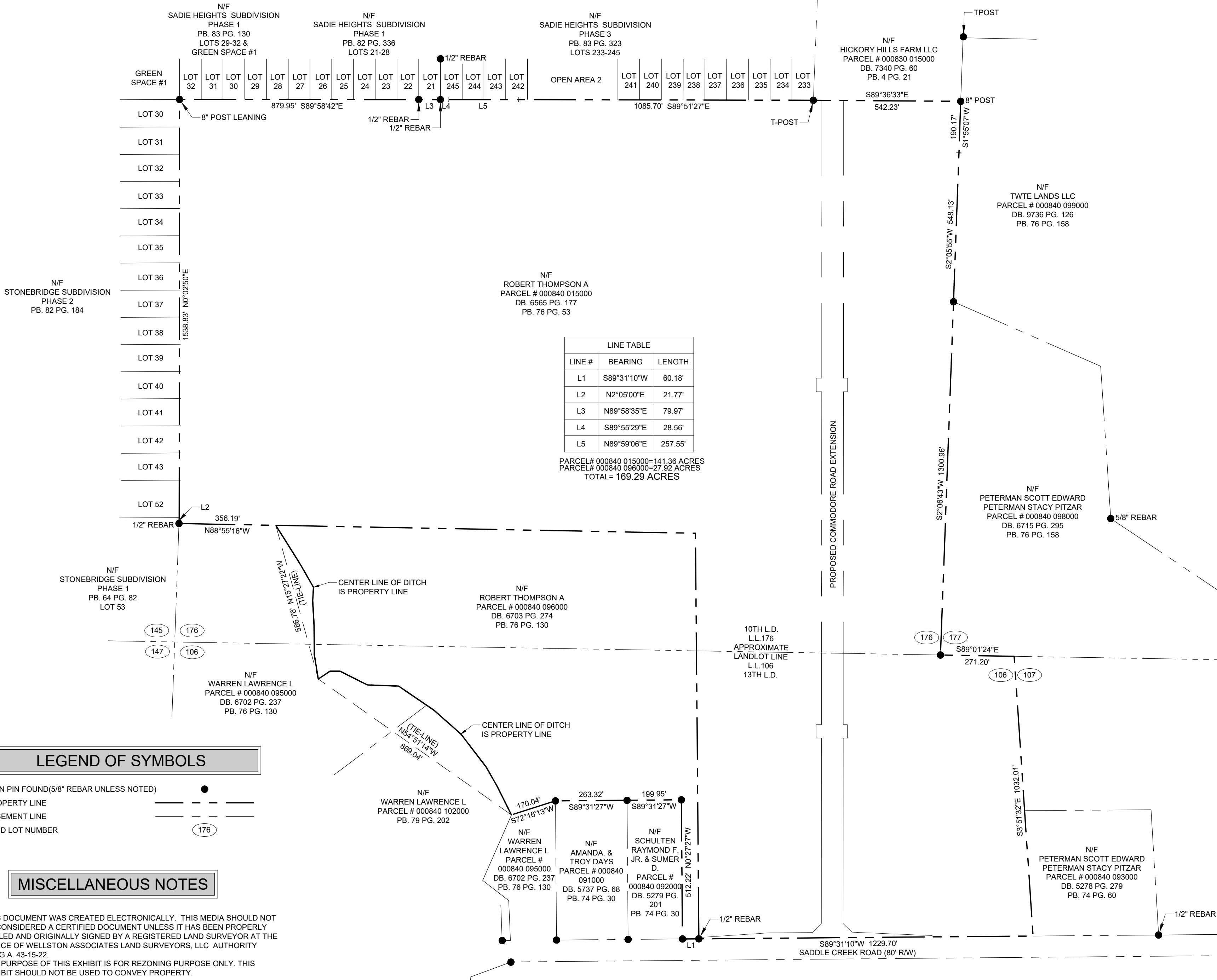
AXIS
ENGINEERING CONSULTANTS
LEESBURG ★ VALDOSTA ★ WARNER ROBINS

REVISIONS	
No.	DATE
1	-
2	-
3	-
4	-
5	-
6	-

CONCEPTUAL SUBDIVISION PLAN 6	
SADIE HEIGHTS SUBDIVISION, PHASE IV	
PERRY, HOUSTON COUNTY, GEORGIA	PROJECT NO. 25-25089 DATE: 10/02/2025 DRAWN BY: BJM CHECK BY: BHB
PATRIOT DEVELOPMENT GROUP	SHEET NO. 1

SCALE: 200' 100' 0' 200'

GRAPHIC SCALE 1" = 200'



LEGEND OF SYMBOLS

IRON PIN FOUND(5/8" REBAR UNLESS NOTED)	●
PROPERTY LINE	---
EASEMENT LINE	- - -
LAND LOT NUMBER	(176)

MISCELLANEOUS NOTES

- THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF WELLSTON ASSOCIATES LAND SURVEYORS, LLC AUTHORITY O.C.G.A. 43-15-22.
- THE PURPOSE OF THIS EXHIBIT IS FOR REZONING PURPOSE ONLY. THIS EXHIBIT SHOULD NOT BE USED TO CONVEY PROPERTY.

**PRELIMINARY
FOR DISCUSSION
PURPOSES ONLY**



Revisions

No.	Date	Description

SURVEYING AND MAPPING, LLC
102 ED BAYER COURT, SUITE 130
WARNER ROBINS, GEORGIA 31088
OFFICE (478) 971-3382
email: info@sam.biz
SAM.BIZ



COMPILED ZONING EXHIBIT

FOR
PATRIOT DEVELOPMENT GROUP

LAND LOTS 176 & 106 10TH & 13TH LAND DISTRICT
HOUSTON COUNTY GEORGIA

Project No.: 1024087806
Drawing No.: EXHIBIT
Drawn By: J.L.P
Checked By: S.H.J.

R.L.S. No.: 3171

Date: 9/12/25

Scale: 1"=250'

Sheet No.:

1 of 1



Doc ID: 013409010002 Type: GLR
Recorded: 05/23/2014 at 11:53:30 AM
Fee Amt: \$487.00 Page 1 of 2
Transfer Tax: \$475.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 6565 PG 177-178

(Above space for recording office use.)

After recording return to:

File No.: P14-#232

WHGM #68331

WALKER HULBERT GRAY & MOORE, LLP
P. O. Box 1770 / 909 Ball Street
Perry, Georgia 31069
Attorney: JOHN W. HULBERT

STATE OF GEORGIA
COUNTY OF HOUSTON

WARRANTY DEED

THIS INDENTURE, Made the 23 day of May, in the year two thousand fourteen (2014), between

LAURA J. LONG, BARBARA O. TYSON, CLAUDINE PITZER, FLOYD D. PITZER, GARY W. PITZER, ERIC PITZER, THADDEUS A. PITZER, KENYON B. PITZER, JOHN PITZER, MICHAEL L. PITZER, BETTY D. PITZER, JEFFREY W. PITZER, JERRY W. PITZER, LYNN N. PITZER, JASON PITZER and DANIEL C. PITZER

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

ROBERT A. THOMPSON

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

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable Considerations and TEN (\$10.00) and NO/100-----DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey or confirm unto the said Grantee, all of the following property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 176 of the 10th Land District and Land Lot 106 of the 13th Land District of Houston County, Georgia, containing 141.386 acres and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by J. D. Priest and Associates, dated May 8, 2014 and recorded in Plat Book 76, Page 53, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

This conveyance is subject to only stick built homes being erected on said property and no mobile homes or modular homes shall be allowed on said property. This covenant shall run with the land and be binding upon all persons claiming under and through the grantee herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, *to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.*

AND THE SAID Grantor warrants and will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

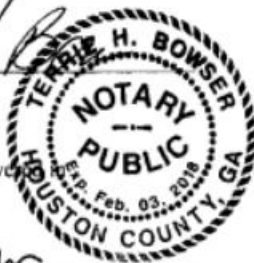
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in
the presence of:

Barbara O. Tyson (SEAL)
BARBARA O. TYSON - Individually

John W. Hahn
Witness

Terrie H. Bowser
Notary Public



Signed, sealed and delivered
the presence of:

Claudine Pitzer (SEAL)
CLAUDINE PITZER - Individually

John W. Hahn
Witness

Terrie H. Bowser
Notary Public

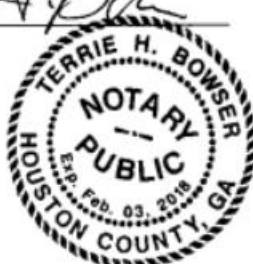


Signed, sealed and delivered
the presence of:

Barbara O. Tyson (SEAL)
BARBARA O. TYSON as Attorney in Fact for
LAURA J. LONG (Deed Ref: 5335/101)
MICHAEL L. PITZER (Deed Ref: 5335/99)
GARY W. PITZER (Deed Ref: 5349/33)
ERIC A. PITZER (Deed Ref: 5332/250)
KENYON B. PITZER (Deed Ref: 5363/115)
JOHN H. PITZER (Deed Ref: 5335/103)
THADDEUS A. PITZER (Deed Ref: 5399/234)
BETTY D. PITZER (Deed Ref: 5438/325)
JERRY W. PITZER (Deed Ref: 5481/20)
JEFFREY W. PITZER (Deed Ref: 5481/22)
LYNN N. PITZER (Deed Ref: 5438/327)
JASON PITZER (Deed Ref: 5484/86)
DANIEL C. PITZER (Deed Ref: 5484/84)
FLOYD PITZER (recorded simultaneously)

John W. Hahn
Witness

Terrie H. Bowser
Notary Public





Doc ID: 013409020007 Type: GLR
Recorded: 05/23/2014 at 11:53:59 AM
Fee Amt: \$22.00 Page 1 of 7
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 6565 PG 179-185

After recording, return to:

Loan No.: 057 002 057422-01

Paid - 5/23/14
& RETURN
WALKER, HULBERT, GRAY & MOORE, LLP
P.O. BOX 1770
PERRY, GA 31069
PI4-232

AgGeorgia Farm Credit ACA
as agent/nominee
DEED TO SECURE DEBT
GEORGIA

THIS DEED TO SECURE DEBT, made the 23rd day of May, 2014 between
Robert A Thompson

hereinafter called Undersigned, whether one or more, and

AgGeorgia Farm Credit ACA

as agent/nominee, a corporation, located at PO Box 1820

Perry

GA 31069-1820, hereinafter called Lender;

WITNESSETH, that Undersigned, for the consideration hereinafter set forth, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto Lender, its successors and assigns, the following described land, including all trees, timber, shrubbery, fixtures and improvements now and hereafter thereon:

(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE
A PART HEREOF)

TO HAVE AND TO HOLD the said land with all and singular the rights, members and appurtenances thereunto belonging or in anywise appertaining to the only proper use and benefit of Lender, its successors and assigns, forever, in fee simple.

This conveyance is to be construed as a deed passing the title and not as a mortgage, and is made to secure (1) the performance of the covenants herein contained and the payment of a loan by Lender to
Gangy Plantation LLC and Robert A Thompson

RT

hereinafter called Borrower, whether one or more, in the principal sum of _____

Three Hundred Forty Four Thousand Two Hundred Fifty and 00/100

Dollars (\$344,250.00)

) as evidenced by note of Borrower to

Lender dated May 23, 2014, the final payment of which, if not sooner paid, being due and payable on July 1, 2029, same being made a part hereof to the same extent as if it were set forth herein, and all renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, together with interest thereon as provided therein; (2) all additional loans and advances that may subsequently be made to Borrower (or to any one or more of the parties designated as Undersigned or Borrower, with the written consent of the remainder of said Undersigned or Borrower), by Lender, which will be evidenced by a note or notes and all renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, plus interest thereon, and when any payment is made on any indebtedness secured hereby, or on any renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, fresh advances may be made, from time to time, so as to make this contract continuous in nature; such advances, if any, to be made solely at the option of Lender; and (3) all other indebtedness of Borrower to Lender, now due or to become due (whether directly or indirectly) or hereafter to be contracted, and all renewals, reamortizations, extensions, refinances, modifications, or other rearrangements thereof, plus interest thereon, attorneys' fees, court or foreclosure costs, and any advances and interest thereon, which advances are made for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this deed. It is further understood and agreed by all parties hereto that the execution by Borrower and the acceptance by Lender of any notes, renewal notes or other instruments, or the agreement by Lender to any reamortizations, extensions, refinances, modifications, or other rearrangements shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this security deed which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph shall remain uncanceled and in the possession of Lender, its successors and assigns until the total indebtedness hereby secured is paid in full. Provided, however, the lien of this security deed shall not be terminated or otherwise affected during the period of this instrument from the date hereof by repayment in full, one or more times, of all indebtedness then outstanding, unless this instrument shall be formally released or discharged of record. If at any time during the period of said instrument from the date hereof, there be no indebtedness outstanding of Borrower to Lender, and no obligation of Lender to make any further advances to Borrower, Lender will, upon the written request of Borrower or Undersigned, execute and deliver to Undersigned a reconveyance or satisfaction of this instrument.

It is the affirmative intention of Undersigned and Lender to create and establish a perpetual or indefinite security interest in favor of Lender in the real property conveyed hereby, pursuant to O.C.G.A. §44-14-80(a), and specifically to agree that title to the real property conveyed hereby shall not revert to Undersigned for a period of the later of: (i) 20 years from the date of this conveyance or seven years from the maturity of the indebtedness secured hereby, or (ii) the date determined in accordance with O.C.G.A. §44-14-80(b) or §44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed beyond the original maturity date thereof. In addition to all other covenants set forth herein, Undersigned hereby agrees that the perpetual or indefinite security interest hereby established also secures all loans, whenever made and in whatever form made, incident to the open end or other indebtedness provisions of this instrument.

By this instrument Undersigned also hereby grants and conveys unto Lender, its successors and assigns, title to and a security interest in the capital stock, participation certificates, equity reserve and/or allocated surplus credits, if any, now owned or hereafter acquired by Undersigned in Lender.

If, in the event of default, it becomes necessary for Lender, its successors and assigns, to employ an attorney at law to collect the indebtedness then due and secured hereby, Undersigned and/or Borrower agrees to pay reasonable attorneys' fees of not less than ten percent (10%) of the amount secured hereby, and all costs incurred in the collection of all amounts secured hereby, whether by suit, foreclosure, or both, and that said attorneys' fees and costs shall also be secured hereby.

It is further understood and agreed that a default in the terms of any note, renewal, extension, deferment, rearrangement, reamortization, or other writing, contemplated above and hereby secured, including the original note or notes hereby secured, shall constitute and be construed as a default in the terms of all other such notes and instruments, as well as a default in the terms and conditions of this deed to secure debt; and vice versa, a default in any term or condition of this deed to secure debt shall be a default in the terms of each and every note, renewal, extension, modification, refinancing, rearrangement, reamortization, or other writing secured hereby, as aforesaid; and the holder of this deed to secure debt shall have the right, at its option, to declare all of the indebtedness thereby evidenced to be immediately due and payable, and to exercise the powers or rights herein contained for the collection thereof.

For the consideration aforesaid, Undersigned covenants as follows:

1. Undersigned, for himself, his heirs, executors, administrators, successors and assigns, warrants and will forever defend the right and title of said land unto Lender, its successors and assigns, against the claims of all persons whomsoever.
2. Undersigned will insure, and keep insured, as required by Lender from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to Lender, the loss, if any, to be payable to Lender as its interest may appear, and will deliver to Lender a policy or policies of insurance with mortgagee clause satisfactory to Lender attached thereto, and will promptly pay when due all premiums for such insurance. In addition to other insurance coverages which Lender in its sole discretion may from time to time require, Undersigned agrees that upon receipt of notification from Lender and within the time period established by Lender, Undersigned will obtain and maintain flood insurance in such amount as Lender requires on all improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on or in the land described in this deed to secure debt, together with all other personal property securing Undersigned's obligations to Lender and maintained in or on such lands until the loans, future advances and all other indebtedness secured by such property and this deed to

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secure debt is fully paid. Lender may require Undersigned to obtain and maintain such flood insurance at the time the loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. Undersigned further agrees to pay Lender all reasonable fees and costs Lender incurs in determining whether any of such property is located in an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan), together with the cost of premiums and fees incurred with purchasing flood insurance for Undersigned, if Undersigned fails to do so within the time period required by Lender. Any such fees, premiums or costs shall, in Lender's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured hereby or this deed to secure debt. Subject to applicable law, at the option of Lender, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as Lender in its sole discretion may determine.

3. Undersigned will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said land, and all other amounts that may be or become a lien thereon. Further, if required as a condition of any loan secured hereunder, Undersigned shall pay to Lender on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Lender, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the property; and (b) premiums for any and all insurance required by Lender. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Lender shall promptly refund to Undersigned any funds held by Lender under this escrow requirement.

4. Undersigned agrees the buildings, improvements, fixtures, light fixtures, wiring, accessories or appurtenances now or hereafter erected on the real property described herein, including all equipment, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise, fences, including gates and all connections thereto, and any other thing now or hereafter added therein or thereon which is customary and appropriate shall be deemed fixtures and a part of said real property.

5. Undersigned will keep in good order and condition, preserve, repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of Lender, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other purposes, except for firewood and other ordinary farm purposes.

6. Undersigned covenants that he will not perform any act which might impair or tend to impair the continuation on the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described, and hereby grants a lien on said allotments to Lender.

7. Time is of the essence of the above recited note, of this instrument, and of any other instrument secured hereby. If Undersigned fails to comply with any covenant, condition or agreement in this instrument or in the said note, or in any reamortizations, renewals, extensions, refinances, modifications or any other rearrangements, or in any other instrument secured hereby, or if Undersigned or Borrower misrepresents any fact in any document or instrument executed by Undersigned or Borrower in connection with any indebtedness secured hereby, Lender may at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

(a) Perform the covenants in this instrument and in said note or other instrument hereby secured and all amounts advanced by Lender in so doing shall be due and payable by Undersigned to Lender immediately without notice, and shall be secured by this instrument, and shall bear interest from the date of advance by Lender at the highest rate provided in any note or other instrument secured hereby.

(b) Declare all amounts secured by this instrument immediately due and payable without notice.

(c) Sell, as attorney in fact for Undersigned, (and Lender is hereby granted an irrevocable power of attorney for this purpose), at public outcry to the highest bidder for cash, at the courthouse of the county wherein said land or any part thereof lies, all or any part of said land, after advertising the time, terms and place of sale once a week for four weeks prior to the date of sale in the newspaper in which sheriff's sales are advertised or in any newspaper of general circulation in the county, and to convey to the purchaser the land sold and thereby vest in him fee simple title thereto. Lender may bid and purchase at all sales hereunder. Recitals in deeds executed pursuant to sales hereunder shall be binding and conclusive on Undersigned, his heirs, executors, administrators, successors and assigns. Said land may, in the sole discretion of Lender, be sold in whole or in parcels, at one or more sales, and this power shall not be exhausted until all land herein described is sold and conveyed. The proceeds of any sale shall be applied first to the payment of costs and expenses of sale, next to amounts secured by this instrument, and the remainder, if any, shall be paid to Undersigned, his heirs, executors, administrators, successors or assigns, as shown by the public records of the county where this deed is recorded. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

8. In case of any sale under the power herein contained, Undersigned or any person in possession under him of the land sold shall become and be a tenant holding over, and shall forthwith deliver possession of said land to the purchaser at such sale.

9. That he hereby represents and warrants to Lender that there are no materials (hereinafter collectively called "Special Materials") presently located on or near the premises which, under Federal, state or local law, statute, ordinance, regulation or standard, or administrative or court order or decree or private agreement (hereinafter collectively called "Environmental Requirements"), require special handling in use, generation, collection, storage, treatment or disposal, or payment of costs associated with responding to the lawful directives of any court or agency of competent jurisdiction or for similar economic loss. Such Special Materials include those that violate any national or local contingency plan or the release or threatened release of which may violate or create liability under the Environmental Requirements. Such Special Materials also include (a) asbestos in any form, (b) urea formaldehyde foam insulation, (c) paint containing lead or (d) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls (commonly referred to as

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"PCBs"). Undersigned further represents and warrants to Lender that the premises are not now being used nor have they ever been used in the past for the activities including the use, generation, collection, storage, treatment or disposal of any Special Materials, and in particular, without limiting the generality of the foregoing, the premises are not being used nor have they ever been used in the past for a landfill, surface impoundment or other area for the treatment, storage or disposal of solid waste (including solid waste such as sludge). Undersigned will not place or permit to be placed any such Special Materials on or near the premises. Nothing herein shall be deemed to prohibit or restrict the use, collection, storage, treatment or disposal in a manner consistent with applicable Environmental Requirements, of insecticides, herbicides or other pesticides, fertilizers or petroleum products (including gasoline, motor fuel, crankcase oil, heating oil) as part of the agricultural operations now or hereafter conducted by Undersigned on the premises in a good and husbandlike manner. Undersigned further represents and warrants to Lender that there are no wells or septic tanks or other underground tanks (whether currently in use or abandoned-in-place) on the premises serving any other property and that there are no wells or septic tanks on other property serving the premises. If at any time it is determined that there are Special Materials located on the premises which under any Environmental Requirements require special handling in use, generation, collection, storage, treatment or disposal, Undersigned shall, within 30 days after having obtained actual knowledge thereof, take or cause to be taken, at Undersigned's sole expense, such actions as may be necessary to comply with all Environmental Requirements. If Undersigned shall fail to take such action, Lender may make advances or payments toward performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding related thereto, including, without limitation to the extent permitted by applicable law, reasonable attorneys' fees, fines or other penalty payments, shall be at once repayable by Undersigned and all sums so advanced or paid shall become a part of the indebtedness secured hereby. Failure of Undersigned to comply with all Environmental Requirements shall constitute and be a default under this deed. Undersigned hereby agrees to indemnify and hold Lender harmless to the extent permitted by applicable law for all loss, liability, damage, cost and expenses, including reasonable attorneys' fees, for failure of the premises to comply in all respects with the Environmental Requirements or a breach by Undersigned of any representation, warranty or agreement herein. THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF UNDERSIGNED CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE OCCURRENCE OF ANY EVENT WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE PAYOFF OF THE NOTE(S) SECURED HEREBY, THE RELEASE OR FORECLOSURE OF THIS DEED, OR THE ACCEPTANCE BY LENDER OF A DEED IN LIEU OF FORECLOSURE.

10. Any agent or representative of Lender may enter upon said land at any time for any purpose desired by Lender.

11. All amounts that may hereafter be awarded for condemnation of and tortious injury to any of the land herein described are hereby assigned and shall be payable unto Lender for application, after payment therefrom of attorneys' fees and expenses incurred in connection therewith, on such part of the indebtedness secured hereby as Lender may determine, with no duty on Lender to collect same.

12. In the event Lender becomes a party to any legal proceeding (excluding an action to foreclose this security deed or to collect the debt hereby secured), involving this security deed or the premises described herein (including but not limited to the title to the lands described above, or bankruptcy proceedings of Undersigned or Borrower), Lender may also recover of Undersigned all costs and expenses reasonably incurred by Lender, including reasonable attorneys' fees, which costs, expenses and attorneys' fees when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand and shall draw interest from the date of advance by Lender until paid at the highest rate provided in any note or other instrument secured hereby.

13. In addition to other advances that Lender may make under the terms of this instrument, in the event Lender advances on behalf of Undersigned and/or Borrower insurance premiums of any kind, such as, but not limited to, premiums for credit life insurance, crop hail insurance, flood insurance or multi-peril insurance, such amounts so advanced by Lender shall be due and payable by Undersigned to Lender immediately without notice, and Lender may add such amounts so advanced to the indebtedness secured hereby and same shall bear interest from the date of advance at the highest rate provided in any note or other instrument secured hereby.

14. Lender shall have the right, exercisable at its discretion so long as this deed to secure debt is in force and effect, to demand in writing the assignment of and transfer to Lender, its successors and assigns, and Undersigned hereby agrees to so assign and transfer, any and all rents, profits, royalties, income or other consideration to be paid or accruing to Undersigned from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or secured by this deed to secure debt, with the right of, but no duty upon, Lender, its successors or assigns, to collect same.

15. As further security for the payment of the note herein described, all other indebtedness secured hereby, and for the performance of the terms, conditions, and covenants of said note, or of any other instrument secured hereby, and of this deed to secure debt, upon and during default under this instrument or the said note or any other instrument secured hereby, Undersigned hereby transfers, assigns, and sets over to Lender all of the crops sown or growing upon the land herein described, and Lender shall be entitled to have a receiver appointed to take charge of said land herein described and the crops sown or growing thereon. Further, during said default, all rents, royalties, issues and profits and any other income accruing from the land herein described, destroyed or damaged insured buildings, and insurance funds are hereby assigned, and shall be payable to Lender for application upon such part of the indebtedness, secured hereby or as otherwise provided in this deed to secure debt, as Lender may determine, with the right in, but not duty upon, Lender to collect same.

16. That if a conveyance, lease or other disposition should be made voluntarily by Undersigned (or by any of Undersigned, if more than one) of any title or interest in and to the real property described above, or any part thereof, without the written consent of the lawful holder of this deed to secure debt; or if such title or interest of Undersigned (or any of Undersigned, if more than one) is involuntarily conveyed or transferred as the result of foreclosure of a superior or junior lien or as required under court order or decree as the result of litigation (conveyance or transfer of title or interest resulting from death of Undersigned, or any of Undersigned, if more than one, excepted), without the written consent of the lawful holder of this deed to secure debt, then and in either of said events, and at the option of said holder, and without notice to

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Undersigned, all sums of money secured hereby shall immediately and concurrently with such conveyance, transfer, lease or other disposition become due and payable and in default, whether the same are so due and payable and in default by the specific terms hereof or not.

17. As a condition hereof, it is agreed that Undersigned and/or Borrower shall provide current financial statements, including a balance sheet and income statement, in a form acceptable to Lender as may be requested by Lender while the indebtedness secured hereby or any other indebtedness from Borrower to Lender is outstanding.

18. Undersigned agrees as a condition hereof that all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, extensions, refinances, modifications or any other agreements, in writing, made or entered into with Lender by any one or more of the parties herein designated as Undersigned, by any party or parties obligated (primarily or otherwise) to pay any or all of the indebtedness secured hereby, or by any party or parties who have given security of any kind for any or all of the indebtedness secured hereby, are hereby authorized and consented to by all parties herein designated as Undersigned and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of all the parties herein designated as Undersigned.

19. No delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof during the continuance of any default hereunder.

20. Accounting procedures employed by Lender are for its internal record keeping and shall not be interpretive of the legal rights and duties of the parties.

21. Undersigned will comply with all the terms and conditions of any instrument heretofore or hereafter executed by Undersigned, in connection with the loan(s) secured by the instrument.

22. A default under this instrument or under any other instrument heretofore or hereafter executed by Undersigned and/or Borrower to Lender or a default by Undersigned and/or Borrower under any instrument constituting a lien superior to or inferior to the lien of this instrument shall at the option of Lender constitute a default under any one or more or all instruments executed by Undersigned and/or Borrower to Lender thereby giving Lender the option to exercise any one or more of the rights, powers, privileges, and remedies set out herein.

23. An event of default under this instrument will occur if any loan proceeds are used for a purpose that will contribute to the excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. Upon default, the entire indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable with interest thereon at the billing rate then in effect without notice, and this instrument may be foreclosed accordingly.

24. If Undersigned (or any of Undersigned, if more than one), his heirs, successors or assigns, or any assumer of the indebtedness hereby secured, files a petition in voluntary bankruptcy, for receivership, for corporate reorganization, or for other debtor relief of any character or kind, or is adjudged bankrupt, then and in that event, and at the option of Lender, its successors and assigns, Lender, without notice to Undersigned, shall have the right to declare all sums of money secured hereby immediately due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

25. All rights, powers, privileges, options and remedies conferred upon and given to Lender are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, and by any agent, officer, attorney or representative of Lender, its successors or assigns. All obligations of, and assignments by, Undersigned herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Undersigned.

26. Should, for any reason, any one or more of the foregoing terms or conditions be held to be legally unenforceable, such holding shall not render invalid any other terms or conditions herein contained, which are otherwise legally binding and enforceable; the said terms and conditions of this instrument being severable.

THIS DEED IS EXECUTED BY THE BORROWER IN FAVOR OF, AND THE TERM "LENDER" AS USED HEREIN SHALL INCLUDE, AgGeorgia Farm Credit ACA, FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES AgGeorgia FLCA and AgGeorgia PCA, AS THEIR INTERESTS MAY APPEAR.

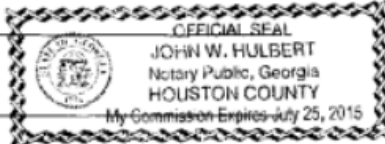
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IN WITNESS WHEREOF, Undersigned has hereunto set his hand and seal (and if Undersigned is a corporation it has caused these presents to be executed and its corporate seal to be hereto affixed by its proper officers thereunto first duly authorized), the day and year first above written.

Signed, sealed and delivered in the presence of:

Shellie H. Johnson

John W. Hulbert



Notary Public, State of Georgia

My Commission Expires: _____

UNDERSIGNED:

Robert A. Thompson

Robert A Thompson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SCHEDULE A
Description of Property

All that tract or parcel of land situate, lying and being in Land Lot 176 of the 10th Land District and Land Lot 106 of the 13th Land District of Houston County, Georgia, containing 141.386 acres and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by J. D. Priest and Associates, dated May 8, 2014 and recorded in Plat Book 76, Page 53, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

The above described property is subject to all easements and restrictions of record, if any.

Loan Name: GANGY PLANTATION, LLC
Loan Number:



Initials

Initials

All that tract or parcel of land lying and being in land lots 106 and 176 of the 10th and 13th land district of Houston County, Georgia being more particularly described as follows.

Beginning at a 5/8" rebar at the common land lot corner of land lots 176 and 177

Thence, leaving said corner S 89° 01' 24" E for a distance of 271.20 feet along the line between the lands of Stacy and Edward Scott Peterman and the lands of Robert A. Thompson to a point at the common corner of land lots 106 and 107.

Thence, leaving said corner S 03° 51' 32" E for a distance of 1032.01 feet along lines between Stacy and Edward Scott Peterman and the lands of Robert A. Thompson to a point along the northern right-of-way of Saddle Creek Road having an 80' right-of-way.

Thence, along said right-of-way S 89° 31' 00" W for a distance of 1229.70 feet to a 1/2" rebar.

Thence, S 89° 31' 10" W for a distance of 60.18 feet to a 5/8" rebar.

Thence, leaving said right-of-way N 00° 27' 27" W for a distance of 512.22 feet along the line between Summer and Raymond F. Schulten Jr. and the lands of Robert A. Thompson to a 5/8" rebar.

Thence, S 89° 31' 27" W for a distance of 199.95 feet along the line between Robert A. Thompson and the lands of Summer and Raymond F. Schulten Jr. to a 5/8" rebar.

Thence, S 89° 31' 27" W for a distance of 263.32 feet along the line between Robert A. Thompson and the lands of Amanda and Troy S. Days to a 5/8" rebar.

Thence, S 72° 16' 13" W for a distance of 170.04 feet along the line between Robert A. Thompson and the lands of Lawrence L. Warren to a point at the center of a ditch.

Thence, along the center of a ditch being the property line between Robert A. Thompson and the lands of Lawrence L. Warren having the following tie calls N 54° 51' 14" W a distance of 869.04 feet to a point.

Thence, N 15° 27' 22" W a distance of 586.76 feet to a point.

Thence, leaving said ditch N 88° 55' 16" W a distance of 356.19 feet along the line between Robert A. Thompson and the lands of Lawrence L. Warren to a 1/2" rebar.

Thence, N 02° 05' 00" E for a distance of 21.77 feet along the line between Robert A. Thompson and lands of Stonebridge Subdivision to a point.

Thence, N 00° 02' 50" E for a distance of 1538.83 feet along the line between Robert A. Thompson and lands of Stonebridge Subdivision to a 8" post.

Thence, S 89° 58' 42" E for a distance of 879.95 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a 1/2" rebar.

Thence, N 89° 58' 35" E for a distance of 79.97 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a 1/2" rebar.

Thence, S 89° 55' 29" E for a distance of 28.56 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a point on a line.

Thence, N 89° 59' 06" E for a distance of 257.55 feet between Robert A. Thompson and lands of Sadie Heights Subdivision to a point.

Thence, S 89° 51' 27" E for a distance of 1085.70 feet along the line between Robert A. Thompson and lands of Sadie Heights Subdivision to a T-post.

Thence, S 89° 36' 33" E for a distance of 542.23 feet along this line between Robert A. Thompson and the lands of Hickory Hills Farm LLC to an 8" post.

Thence, S 01° 55' 07" W for a distance of 190.17 feet along the line between Robert A. Thompson and lands of TWTE Lands, LLC to a point.

Thence, S 02° 05' 55" W for a distance of 548.13 feet along the line between Robert A. Thompson and lands of TWTE Lands, LLC to a 5/8" rebar.

Thence, S 02° 06' 43" W for a distance of 1300.96 feet along the line between Robert A. Thompson and the lands of Stacy and Edward Scott Peterman to the point of beginning.

Said tract or parcel of land being 169.29 acres more or less.