# CITY OF PORT WENTWORTH

**CITY COUNCIL**

**AUGUST 15, 2024**

| Council Meeting Room | Regular Session | 7:00 PM |
|---|---|---|

**7224 GA HIGHWAY 21**
**PORT WENTWORTH, GA 31407**

1. **CALL MEETING TO ORDER**
2. **PRAYER AND PLEDGE OF ALLEGIANCE**
3. **ROLL CALL - CLERK OF COUNCIL**
4. **APPROVAL OF AGENDA**
5. **RECOGNITION OF SPECIAL GUESTS**
6. **PUBLIC COMMENTS - REGISTERED SPEAKERS**
7. **ELECTIONS & APPOINTMENTS**
8. **ADOPTION OF MINUTES**

   **A. Regular Council Meeting Minutes - July 18, 2024**

9. **COMMUNICATIONS & PETITIONS**
10. **COMMITTEE REPORTS**
11. **CONSENT AGENDA**
12. **UNFINISHED BUSINESS**

A. Consideration to approve the 2nd Reading of a Zoning Map Amendment Application submitted by Philip R. McCorkle as Agent for Ronald A. Royal, requesting to rezone (+/-)10 of 48.48 acres from R-1 to C-2, to allow for commercial development. PIN # 7-0975-01-024, located in the 1st Council District, at 6510 Georgia Highway 21.

B. Consideration of the 2nd Reading of an application submitted by Steven M. and Janet N. Hester, requesting to rezone 12.27 acres from R-1 to C-2, to allow for commercial development. PIN# 7-0978-05-016, located in the 3rd Council District at 440 Meinhard Road.

## 13. NEW BUSINESS

A. EOM – Agreement for Operations, Maintenance, and Management Services

B. Greater Savannah Black Chamber of Commerce Agreement - Tourism Services

C. Royal Development Agreement

D. Consideration of a Special Use Permit Application submitted by Phillip R. McCorkle as Agent for Ronald A. Royal, requesting to allow warehousing on an industrial-zoned property. PIN # 7-0975-01-024, located in the 1st Council District, at 6510 GA Highway 21, zoned I-1.

E. Consideration of a Special Use Permit Application submitted by Ferrellgas as Agent for Justin and Jennifer Redmond, requesting to allow warehousing on an industrial-zoned property. PIN # 7-00009-02-001, located in the 4th Council District, at 3 Birkenhead Road, zoned I-1.

## 14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

A. Amendments to the Zoning Ordinance- 1st Reading

B. Amendments to the Parking Ordinance- 1st Reading

## 15. EXECUTIVE SESSION

**A. Litigation**
**B. Personnel**
**C. Real Estate**

## 16. ADJOURNMENT

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

**AGENDA ITEM (ID 2nd Reading - Royal Tract R1-C2)**

DOC ID:

**Consideration to approve the 2nd Reading of a Zoning Map Amendment Application submitted by Philip R. McCorkle as Agent for Ronald A. Royal, requesting to rezone (+/-)10 of 48.48 acres from R-1 to C-2, to allow for commercial development. PIN # 7-0975-01-024, located in the 1st Council District, at 6510 Georgia Highway 21.**

**Issue/Item:** Consideration to approve the 2nd Reading of a Zoning Map Amendment Application submitted by Philip R. McCorkle as Agent for Ronald A. Royal, requesting to rezone (+/-)10 of 48.48 acres from R-1 to C-2, to allow for commercial development. PIN # 7-0975-01-024, located in the 1st Council District, at 6510 Georgia Highway 21.

## Background:

- The applicant requests C-2 zoning for future commercial development. The submitted concept plan shows retail development fronting Highway 21, with a self-storage facility to the rear of the property.
- The remaining (+/-) 38 acres of the parcel were approved for rezoning to I-1 on April 18, 2024.
- Access is proposed via multiple points on Jeffers Road leading to right in-right out access to Highway 21.
- The project will be served by Port Wentworth water and sewer.

## Facts and Finding:

- Adjacent properties to the north, east, and west are within the I-1 zoning district. The southern boundary is separated from R-5 zoning by Jeffers Road.
    - The rezoning of this portion of the parcel to C-2 may act as transitional zoning between industrial and residential uses.
- The City of Port Wentworth Zoning Ordinances, Section 4.20(B) describes the intent of C-2 zoning, in part, as: *"…intended for a range of retail, office, and service uses, such as large-scale retailers, restaurants, office buildings, professional services, and other related commercial uses serving local and regional markets. Sites may be closer to residential areas and, in some cases, are part of mixed-used development and typically have easy access to arterials or major roadways…."* The proposed use is on Highway 21 and features self-storage adjacent to a multifamily residential development and across Highway 21 from a variety of residential types in close proximity.
- The 2021-2041 Comprehensive Plan shows the property in a suburban character area. While the proposed use does not strictly adhere to the character area description, it does follow suburban character area implementation strategy by allowing *"…appropriate neighborhood scale mixed uses…to serve the daily needs of the residents and provide a destination for pedestrians and to minimize the need for long trips"*

Suggested action:

The proposed rezoning meets applicable zoning criteria and is complimentary to surrounding use.

At the July 8, 2024 meeting, the Planning Commission voted to recommend approval.

## **Funding:** N/A

## **Recommendation:**

RECEIVED
APR 15 2024
By

## APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Phillip R. McCorkle Phone # (912) 232-6000

Mailing Address: 319 Tattnall Street, Savannah, Georgia 31401

Property Owner: Ronald A. Royal Phone # (912) 665-0441

Use back if more than one owner

Owner Address: 6510 Highway 21, Port Wentworth, Georgia 31407

PIN #('s): 7-0975-01-024 # of Acres 10.125

Zoning Classification: Present R-1 Requested C-2

Use of Property: Present Vacant Requested Commercial

_____ If the requested change is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

_X_ If the requested change is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

The property fronts U.S. Highway 21 and is an ideal commercial tract, surrounded on two sides by property being zoned I-1 and multi-family across Jeffers Road.

***Attach the following documents:***

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 300 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit three (3) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit three (3) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of $500.00 + $50.00 per acre + $75.00 Administrative Fee, payable to the City of Port Wentworth.

**APPLICATION MUST BE FILED 20 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.**

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this 9th day of April, 2024.

Krystal Degn
Notary Public

KRYSTAL DEGN NOTARY PUBLIC CHATHAM COUNTY GEORGIA EXPIRES 05/13/2025

Signature of Applicant

Updated 8/25/2023

9852.03

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

on Exhibit "A" of the application

Within the two years preceding the above filing date, the applicant has made campaign contributions aggregating $250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

None

---

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 7th day of April, 2024.

Signature of Applicant

Notary Public

KRYSTAL DEGN NOTARY PUBLIC CHATHAM COUNTY GEORGIA EXPIRES 05/13/2025

Updated 8/25/2023

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

10.125 portion of PIN 7-0975-01-024

The undersigned official of the City of Port Wentworth has a property interest (Note 1) in said property as follows:

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

---

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

---

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
_____ day of_____, 20___.

_____
Signature of Official

_____
Notary Public

Updated 8/25/2023

**AUTHORIZATION OF PROPERTY OWNER**

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Phillip R. McCorkle

Address: 319 Tattnall Street, Savannah, Georgia 31401

Telephone Number: (912) 232-6000

Ronald A. Royal

Signature of Owner Ronald A. Royal

Personally appeared before me

Ronald A Royal

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

Marcella Vassell Robinson

Notary Public

03/06/2024

Date

MARCELLA VASSELL ROBINSON NOTARY PUBLIC Comm. Exp. 01/16/28 LIBERTY COUNTY, GA

Updated 8/25/2023

## Surrounding Property Owners Within 300 Feet

JMUSKAAN LLC
PIN: 70975 02005
Property Address: 387 Augusta Road, Port Wentworth, Georgia 31407
Mailing Address: 829 Granite Lane, Savannah, Georgia 31419

Alfred L. Boyett
PIN: 70975 02004
Property Address: 7532 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 7532 Highway 21, Port Wentworth, Georgia 31407

Reyno Zamorano-Pineda
PIN: 70975 02003
Property Address: 7538 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 122 Chevis Road, Savannah, Georgia 31419

Evelyn Jones
PIN: 70975 02002
Property Address: 7542 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 7542 Highway 21, Port Wentworth, Georgia 31407

FAITH GOSPEL TEMPLE DELIVERENCE CENTER, INC.
PIN: 70975 02001
Property Address: 7548 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: P.O. Box 18277, Savannah, Georgia 31418

Odessa Adams
PIN: 70975 02002A
Property Address: 7550 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 105 E 9th Street, Rincon, Georgia 31326

RICE HOPE – CJ LLC
PIN: 709906 04067
Property Address: 80 Magnolia Blvd, Port Wentworth, Georgia 31407
Mailing Address: P.O. Box 450233, Atlanta, Georgia 31145

RICE HOPE – CJ LLC
PIN: 709906 04037
Property Address: 80 Magnolia Blvd, Port Wentworth, Georgia 31407
Mailing Address: P.O. Box 450233, Atlanta, Georgia 31145

SPH 21, LLC
PIN: 70976 01001B
Property Address: 0 Augusta Road, Port Wentworth, Georgia 31407
Mailing Address: 5 Concourse Parkway, Suite 200, Atlanta, Georgia 30328

SPH 21, LLC
PIN: 70975 01028
Property Address: 0 Jeffers Road, Port Wentworth, Georgia 31407
Mailing Address: 5 Concourse Parkway, Suite 200, Atlanta, Georgia 30328

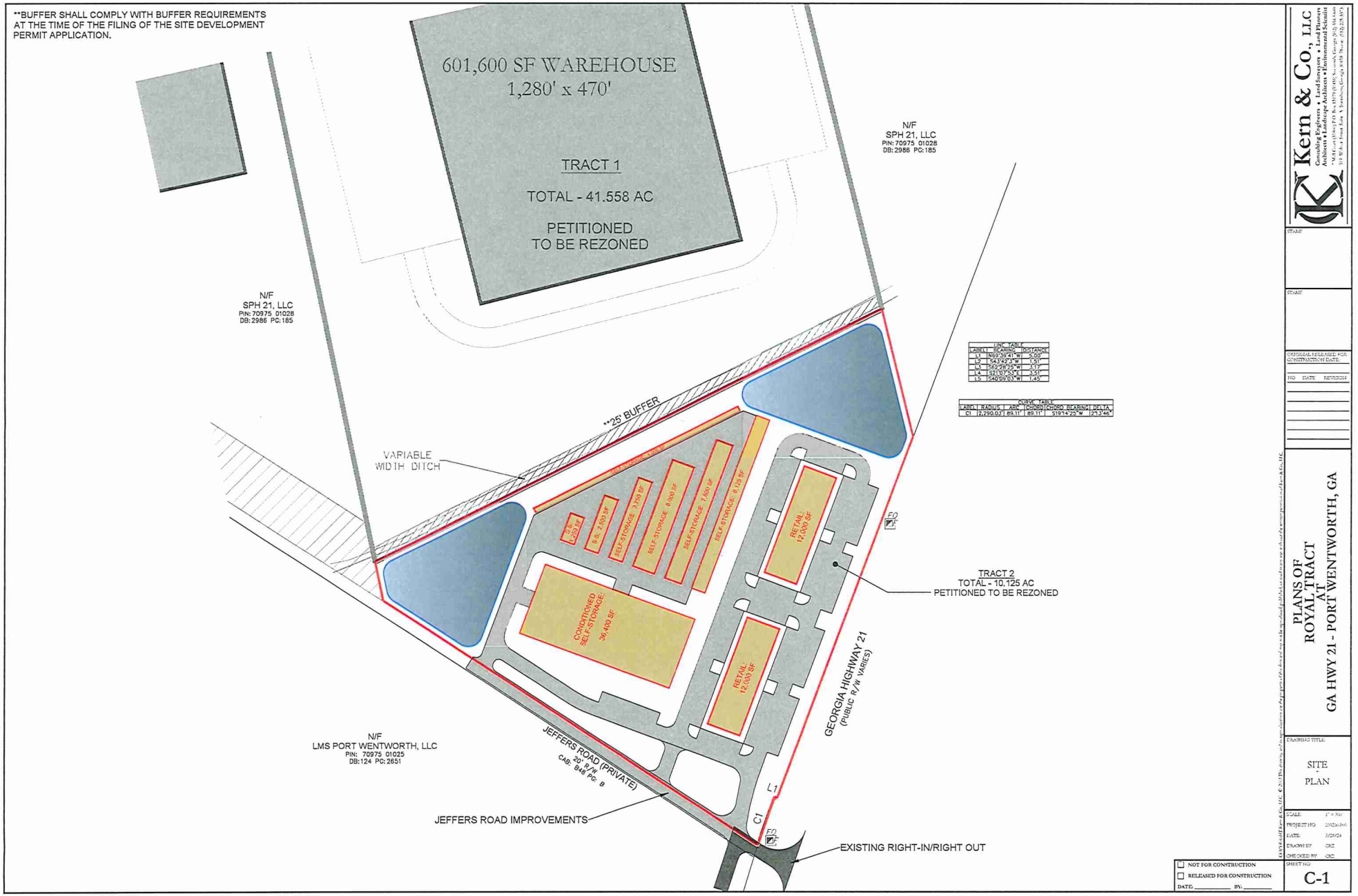
Birch Circle LLC
PIN: 70975 02006
Property Address: 7514 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 514A South Main Street, Hinesville, Georgia 31313

LMS-PORT WENTWORTH, LLC
PIN: 70975 01025
Property Address: 0 Jeffers Road, Port Wentworth, Georgia 31407
Mailing Address: 3975 Asbury Road, Birmingham, Alabama 35248

# Exhibit "A"

## LEGAL DESCRIPTION

BEGINNING AT A 5/8" IRON REBAR SET BEARING THE HORIZONTAL COORDINATES OF NORTHING:805,467.48', EASTING:954,815.28' (P.O.B.2); THENCE N 56°42'47" W A DISTANCE OF 785.87' TO A 4"x4" CONCRETE MONUMENT FOUND DISTURBED; THENCE N 11°49'54" W A DISTANCE OF 69.68' TO A 5/8" IRON REBAR SET; THENCE N 63°22'51" E A DISTANCE OF 992.14' TO A 5/8" IRON REBAR SET; THENCE S 13°54'27" E A DISTANCE OF 229.86' TO A 1/2" IRON REBAR FOUND DISTURBED; THENCE S 20°21'33" W A DISTANCE OF 681.08' TO A 5/8" IRON REBAR FOUND; THENCE N 69°39'41" W A DISTANCE OF 5.00' TO A 5/8" IRON REBAR FOUND; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 89.11', WITH A RADIUS OF 2,290.03', WITH A CHORD BEARING OF S 19°14'25" W, WITH A CHORD LENGTH OF 89.11' TO A 5/8" IRON REBAR SET; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 441,046 SQUARE FEET, 10.125 ACRES.




Kern & Co., LLC
Consulting Engineers • Land Surveyors • Land Planners
Architects • Landscape Architects • Environmental Scientist

STAMP

STAMP

ORIGINAL RELEASED FOR CONSTRUCTION DATE:

| NO | DATE | REVISION |
|---|---|---|

PLANS OF
ROYAL TRACT
AT
GA HWY 21 - PORT WENTWORTH, GA

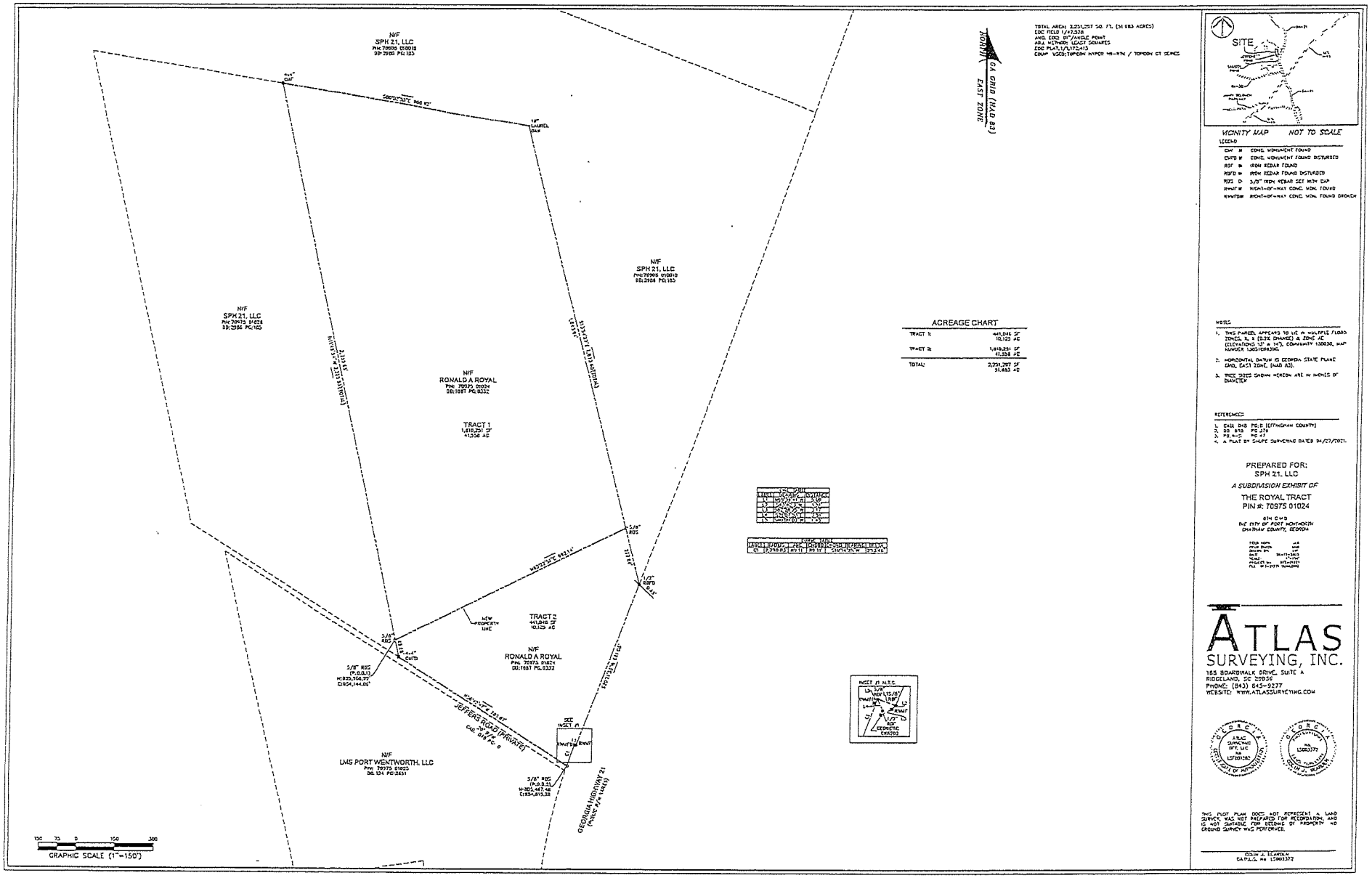
DRAWING TITLE:
SITE
PLAN

| | |
|---|---|
| SCALE | 1" = 50' |
| PROJECT NO | 20424.000 |
| DATE | 3/29/24 |
| DRAWN BY | CRC |
| CHECKED BY | CRC |

SHEET NO
C-1

© 2024 Kern & Co., LLC. The drawings, plans, specifications, and other documents prepared by Kern & Co., LLC for this project are instruments of service and shall remain the property of Kern & Co., LLC whether the project for which they are made is executed or not. They are not to be used by the owner or others on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing and with appropriate compensation to Kern & Co., LLC.

Thu, 28 Mar 2024 - 8:22am - ahimmel
DRAWING PATH: G:\2020\20424.000\Dwg\Plan\C-1 Zoning Exhibit 11x17.dwg




ACREAGE CHART

| | | |
|---|---|---|
| TRACT 1: | 1,810,251 SF | 41.358 AC |
| TRACT 2: | 441,046 SF | 10.125 AC |
| TOTAL: | 2,251,297 SF | 51.683 AC |




VICINITY MAP NOT TO SCALE

LEGEND

| | |
|---|---|
| CMF ⊕ | CONC. MONUMENT FOUND |
| CMFD ⊕ | CONC. MONUMENT FOUND DISTURBED |
| RSF ⊕ | IRON REBAR FOUND |
| RBFD ⊕ | IRON REBAR FOUND DISTURBED |
| RBS ○ | 5/8" IRON REBAR SET WITH CAP |
| RMWF ⊕ | RIGHT-OF-WAY CONC. MON. FOUND |
| RMWFDM | RIGHT-OF-WAY CONC. MON. FOUND BROKEN |

NOTES:

1. THIS PARCEL APPEARS TO LIE IN MULTIPLE FLOOD ZONES, X, & (0.2% CHANCE) & ZONE AE (ELEVATIONS 13' & 10'), COMMUNITY 130030, MAP NUMBER 13051C0130G.
2. HORIZONTAL DATUM IS GEORGIA STATE PLANE GRID, EAST ZONE (NAD 83).
3. TREE SIZES SHOWN HEREON ARE IN INCHES OF DIAMETER

REFERENCES:

1. DEED BOOK PG ID [EFFINGHAM COUNTY]
2. DB 870 PG 279
3. P.B. N/A PG 47
4. A PLAT BY SHAPE SURVEYING DATED 04/07/2021.

PREPARED FOR:
SPH 21, LLC

*A SUBDIVISION EXHIBIT OF*

THE ROYAL TRACT
PIN #: 70975 01024

81st G.M.D.
THE CITY OF PORT WENTWORTH
CHATHAM COUNTY, GEORGIA

ATLAS
SURVEYING, INC.
165 BOARDWALK DRIVE, SUITE A
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

THIS PLOT PLAN DOES NOT REPRESENT A LAND SURVEY. WAS NOT PREPARED FOR RECORDATION, AND IS NOT SUITABLE FOR BECOME OF PROPERTY NO GROUND SURVEY WAS PERFORMED.

COLIN J. SLADDEN
GAPLS No. LSM001372

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

**AGENDA ITEM (ID Rezone - Hester Farms)**

DOC ID:

**Consideration of the 2nd Reading of an application submitted by Steven M. and Janet N. Hester, requesting to rezone 12.27 acres from R-1 to C-2, to allow for commercial development. PIN# 7-0978-05-016, located in the 3rd Council District at 440 Meinhard Road.**

**Issue/Item:** Consideration of the 2nd Reading of an application submitted by Steven M. and Janet N. Hester, requesting to rezone 12.27 acres from R-1 to C-2, to allow for commercial development. PIN# 7-0978-05-016, located in the 3rd Council District at 440 Meinhard Road.

## Background:

- The applicant proposes to establish a multi-parcel, commercial development featuring medical, hospitality, educational, and entertainment components.
- A community meeting was held on October 2, 2023.
- A DRI application (#4052) was submitted and found by the Georgia Department of Community Affairs on August 24, 2023 to not qualify for review at that time due the speculative nature of the project.
- This application was denied by the Planning Commission on November 13, 2024 and had a 1st Reading at the November 30, 2024 City Council meeting.
- During these hearings, concern raised by both Planning Commission and City Council included:
    - Lack of information provided to ensure that the proposed uses would be the actual uses should C-2 zoning be approved.
    - Potential impact on surrounding residential properties.
    - The impact of associated traffic on Meinhard Road
- Representation for the applicant has submitted a revised narrative and site plan for the project.
- Letters of Intent have not been submitted.

## Facts and Finding:

- The parcel meets the minimum zoning criteria for the C-2 zoning district as described in the City of Port Wentworth Zoning Ordinances, Section 4.40.
- The parcel is bordered on all sides by R-1 zoning. There are C-2 parcels in the immediate surrounding area.
- The City of Port Wentworth Comprehensive Plan identifies this parcel as being within a Suburban Character Area. Implementation Strategy for this Character Area, when considering commercial use includes:
    - Appropriate neighborhood scale mixed uses...to serve the daily needs of residents and to provide a destination for pedestrians.
    - Allowance for smaller local roads and associated right-of-ways.
    - Require the preservation of trees during development and post development

Suggested Action:At the November 13, 2023 meeting, the Planning Commission voted unanimously to recommend denial of this application. The request will be heard again at the August 12, 2024 Planning Commission meeting.

## **Funding:** N/A

## **Recommendation:**

## APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Steven M Janet N Hester Phone # 912.655.2513

Mailing Address: 440 Meinhard Road PW, GA 31407

Property Owner: Steven M, Janet N Hester Phone # 9126559142

Use back if more than one owner

Owner Address: 440 Meinhard Road, PW, GA 31407

PIN #('s): 70978 05016 # of Acres 12.27

Zoning Classification: Present RA Requested C2

Use of Property: Present Residential Requested General Commercial

X If the requested changed is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

_____ If the requested changed is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

***Attach the following documents:***

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit fifteen (15) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit fifteen (15) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of $356.00 + $50.00 per acre + $50.00 Administrative Fee, payable to the City of Port Wentworth.

**APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.**

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this
15 day of September, 2023.

Steven M Hester
Signature of Applicant

Notary Public

KINAH BENNETT
NOTARY PUBLIC
MY COMM. EXPIRES OCTOBER 4, 2026
CHATHAM COUNTY, GA

Janet N. Hester

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating $250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

NA

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
_____ day of_____, 20___.

_____
Signature of Applicant

_____
Notary Public

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

The undersigned official of the City of Port Wentworth has a property interest (Note 1) in said property as follows:

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

---

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

---

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
_____ day of_____, 20___.

_____
Signature of Official

_____
Notary Public

Exhibit " "

All that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Chatham County, Georgia, being known as Parcel "A", Norris Subdivision, containing 12.27 acres, more or less, as shown and more particularly described on that certain map or plat made by Michael A. Hussey, R.L.S. #2509, recorded in Plat Record Book 45-P, page 13, in the records of the Clerk of Superior Court of Chatham County, Georgia, for a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Steve & Janet Hester
440 Meinhard Rd
70978 05016

Buyer Initials _____/_____ Seller Initials _____/_____

Type: SD
Kind: SECURITY DEED
Recorded: 8/5/2020
Fee Amt: $592.00 Page 1 of 15
Intangible Tax: $567.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 1663542869,
0848497841

**BK 2013 PG 551 - 565**

**When recorded, return to:**
**Southern First Bank**
**190 Knox Abbott Drive**
**Cayce, SC 29033**
**877-679-9646**

CAMPBELL & BRANNON, LLC.
ATTORNEYS AT LAW
3060 PEACHTREE RD., N.W.
ONE BUCKHEAD PLAZE, STE. 1735
ATLANTA, GEORGIA 30305
B201961R

**LOAN #: 2011543**

[Space Above This Line For Recording Data]

# SECURITY DEED

**MIN: 1011981-0000011545-7**
**MERS PHONE #: 1-888-679-6377**

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**(A) "Security Instrument"** means this document, which is dated **July 27, 2020,** together with all Riders to this document.
**(B) "Borrower"** is **STEVEN MILES HESTER AND JANET N HESTER.**

Borrower is the grantor under this Security Instrument.
**(C) "MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the grantee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
**(D) "Lender"** is **Southern First Bank.**

Lender is **a Banking Corporation,** organized and existing under the laws of **South Carolina.**
Lender's address is **190 Knox Abbott Drive, Cayce, SC 29033.**

**(E) "Note"** means the promissory note signed by Borrower and dated **July 27, 2020.** The Note states that Borrower owes Lender **ONE HUNDRED EIGHTY NINE THOUSAND AND NO/100*****
********** Dollars (U.S. **$189,000.00** )

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2050.**

**(F) "Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

**(G) "Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

**(H) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| | | |
|---|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ Biweekly Payment Rider | ☐ V.A. Rider | |
| ☒ Other(s) [specify] | | |

Waiver of Borrower's Rights and Closing Attorney's Affidavit

**(I) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(J) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(K) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(L) "Escrow Items"** means those items that are described in Section 3.

**(M) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(N) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(O) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(P) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(Q) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the **County**
[Type of Recording Jurisdiction]

of **Chatham**
[Name of Recording Jurisdiction]:

**See attached Exhibit "A"**



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which currently has the address of **440 Meinhard Rd, Port Wentworth,**
[Street] [City]

Georgia **31407** ("Property Address"):
[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage





Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the





payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.





**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**





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**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.





**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check





is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**





**If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.**

**Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.**

**If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.**

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.

**25. Assumption Not a Novation.** Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

**26. Security Deed.** This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

7-27-2020 (Seal)
**STEVEN HESTER** **DATE**

7-27-2020 (Seal)
**JANET N HESTER** **DATE**

**Unofficial Witness**

**Notary Public,** Georgia
Fulton **County,** GA

JONATHAN T DUKE NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES JUNE 29, 2024

**Lender: Southern First Bank**
**NMLS ID: 754127**
**Loan Originator: Anna Park**
**NMLS ID: 658885**



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## EXHIBIT A

All that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Chatham County, Georgia, being known as Parcel "A", Norris Subdivision, containing 12.27 acres, more or less, as shown and more particularly described on that certain map or plat made by Michael A. Hussey, R.L.S. #2509, recorded in Plat Record Book 45-P, page 13, in the records of the Clerk of Superior Court of Chatham County, Georgia, for a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

# Steve Hester

440 Meinhard Road, Port Wentworth, GA 31407
912.655.2513
hestersj@gmail.com

List of Property Owners within 300 ft

Property Owner 1:

City of Port Wentworth

468 Monteith Road

Port Wentworth, GA 31407

PIN 70978 05002

Mailing Address :

7224 Georgia Highway 21

Property Owner 2:

Virgil Hester

PIN 70978 07005

435 Monteith Rd

Port Wentworth, GA 31407

Mailing Address :

13 Pine Island Rd

Bluffton, SC 29910

Property Owner 3:

Robert L Hester

420 Meinhard Road

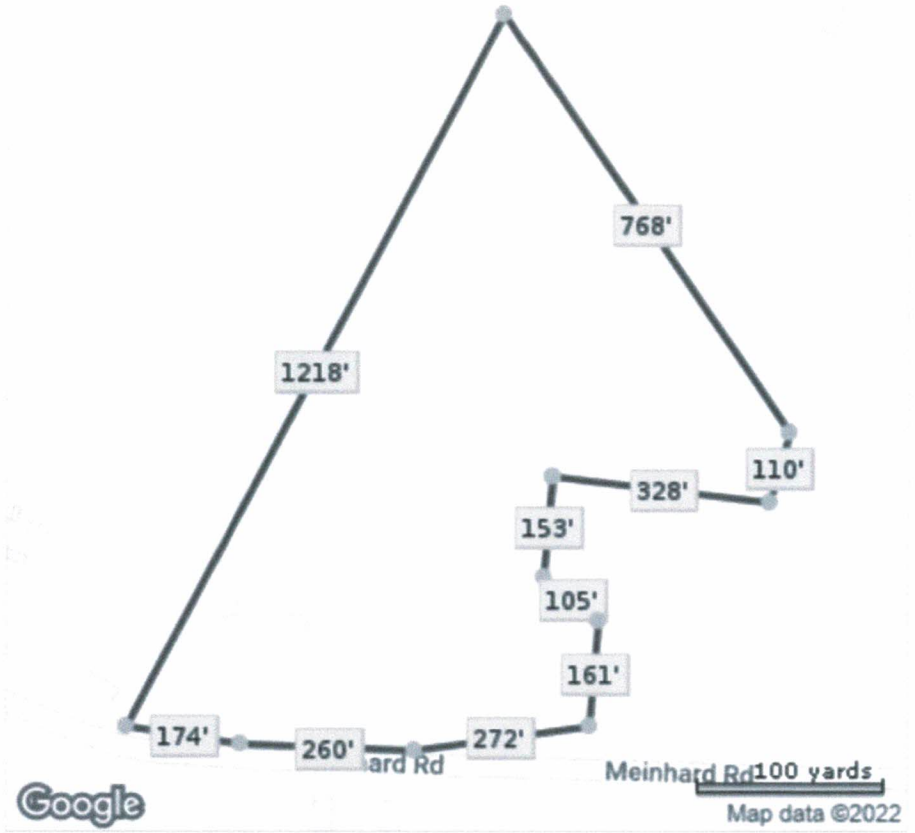
Port Wentworth, GA 31407

PIN 70978 05017

Mailing Address :

P.O. Box 4

Bluffton, SC 29910

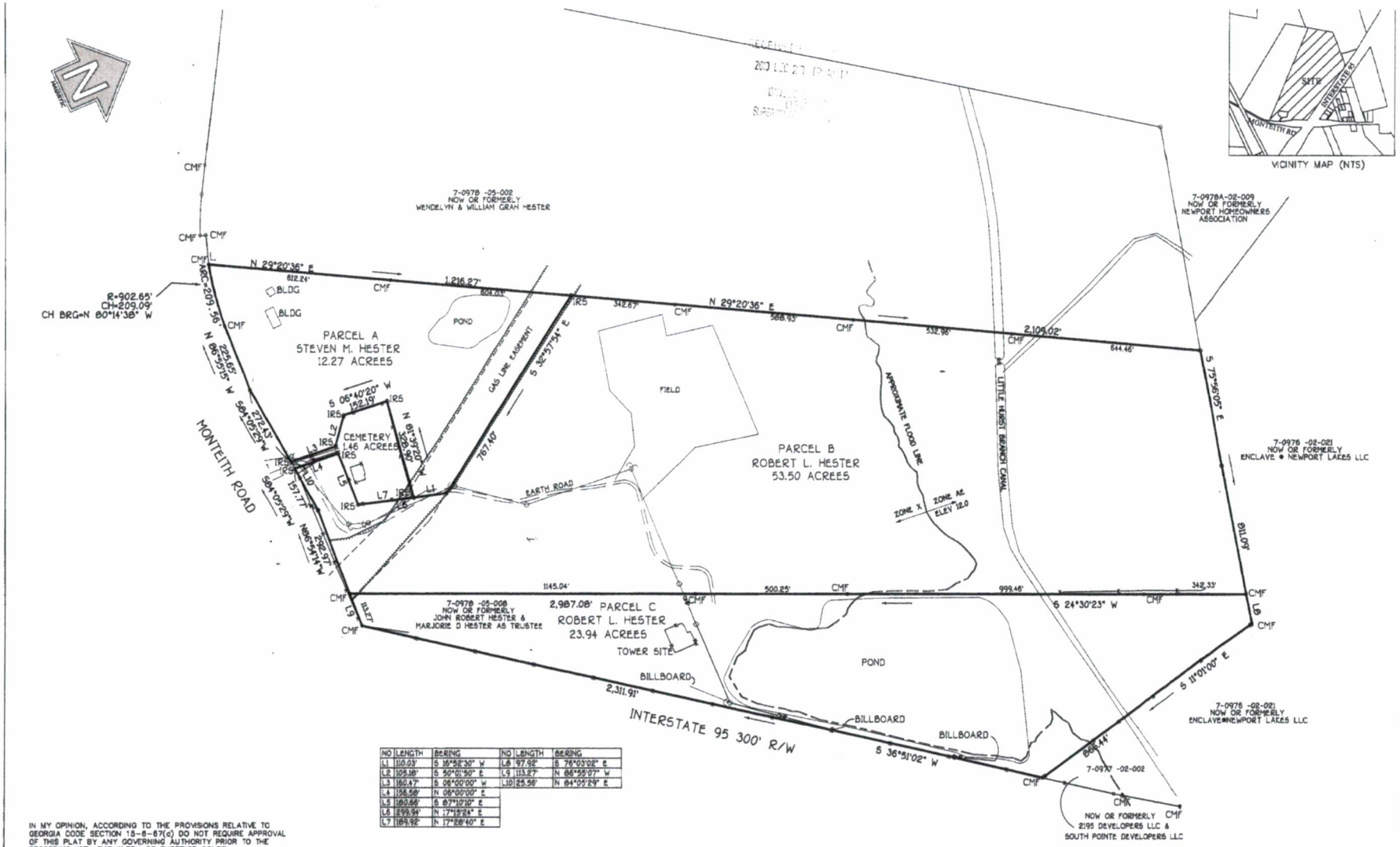






*Lot Dimensions are Estimated

Steve + Janet Hester
440 Meinhard Rd
70978 05016




| NO | LENGTH | BEARING | NO | LENGTH | BEARING |
|---|---|---|---|---|---|
| L1 | 110.03' | S 16°52'30" W | L8 | 97.92' | S 76°03'02" E |
| L2 | 105.18' | S 50°01'50" E | L9 | 113.27' | N 86°55'07" W |
| L3 | 180.47' | S 06°00'00" W | L10 | 25.56' | N 84°05'29" E |
| L4 | 158.58' | N 06°00'00" E | | | |
| L5 | 180.66' | S 67°10'10" E | | | |
| L6 | 239.94' | N 17°19'24" E | | | |
| L7 | 189.92' | N 17°28'40" E | | | |

IN MY OPINION, ACCORDING TO THE PROVISIONS RELATIVE TO GEORGIA CODE SECTION 15-6-67(c) DO NOT REQUIRE APPROVAL OF THIS PLAT BY ANY GOVERNING AUTHORITY PRIOR TO THE RECORDING WITH THE CLERK OF SUPERIOR COURT.

IPF - IRON PIPE FOUND
IRS - IRON ROD SET
CMF- CONC MONUMENT FOUND

EQUIPMENT USED: TOPCON ELECTRONIC TOTAL STATION
ANGULAR ERROR PER POINT = 04"
ADJUSTED BY COMPASS RULE:
PLAT ERROR OF CLOSURE: 1/600,000
FIELD ERROR OF CLOSURE: 1/21,200
FIELD SURVEY DATE: 12-20-2010

NOTE: TO MY KNOWLEDGE A WETLAND DELINEATION HAS NOT BEN OBTAINED FOR THIS PROPERTY

GRAPHIC SCALE
1" = 200'
0' 100' 200' 300' 400' 500'

12-27-2010
Michael A. Hussey
Ga. Reg. L.S. No. 2509

In my opinion, in accordance with F.I.R.M. map no. 13051C0040 F dated September 28, 2008, a portion of this property does fall within a designated flood hazard area. ZONE AE ELEV 12.0

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

# PLAT OF A DIVISION OF THE ROBERT HESTER ESTATE, BEING PORTIONS OF LOTS 2,3, & 4 AND A 23.94 ACRE PORTION OF SAID ESTATE NORRIS SUBDIVISION 8TH G.M. DISTRICT, PORT WENTWORTH CHATHAM COUNTY, GEORGIA

FOR: ROBERT L. HESTER AND STEVEN M. HESTER

45P-13

DATE: 12-22-2010 SCALE: 1" = 200'

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230250

[redacted]

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00408953 7/18/2023 2:51 PM
OPER: KS TERM: 055
REF#: 125

TRAN: 112.0000 BLDG PERMIT
230250 1,020.00CR
HESTER, STEVEN & JANET
440 MEINHARD RD.
DEV-ZMA 1,020.00CR

TENDERED: 1,020.00 CHECK
APPLIED: 1,020.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM

# Meinhard/Hester Farms Neighborhood Meeting

Held at:
7 pm on October 2, 2023 at Hester Farms/440 Meinhard Road Port Wentworth, GA 31407

Invitees:
Robert Lee Hester
Virgil Hester
City of Port Wentworth

Attendees:
Thomas Barbee
Rufus Bright
Mark Stephens
Artlise Alston-Cone
Avril Roy-Smith
Dominique Lavoisier
Janet Hester, Applicant
Steven Hester, Applicant
Hannah Hester, Presenter

Comments:
Presentation of Basic Concept Plan for C-2 Zoning at site currently known as Hester Farms/440 Meinhard Road Port Wentworth, GA 31407

Discussion on the 2020 rezoning of the Hendley Rd 100 acre tract to Industrial where 3 warehouses are now in the final stages of construction and it has impacted the Hester Family's decision to request this rezoning with a goal of a sale and relocation.

Barbee asked what timeline this concept plan would be publicly heard as it is currently election season and election day is November 7, 2023. Hannah indicated the schedule was Planning Commission on Oct 9, 1st council reading on Oct 26, and second reading on Nov 30 but notice had just been received the Friday prior that the October PC meeting was cancelled due to lack of quorum but the applicants would be requesting a special/rescheduled hearing.

Barbee asked if land adjacent to Hester Farms now a part of the under construction city park was purchased (December 2022) from other Hester family members and Steve confirmed, yes, the prior owners are his first cousins.

Hannah requested comments from attendees noting those as main purpose of meeting and for input on what they would like to see on any part of the site not already designated, Avril commented that at least 4 people there were neighbors of the subject property as well as Lake Shore, Newport and though most attendees were current councilman and/or candidates running for council, they should also speak as neighbors and residents as it will impact them in those roles as well. She continued that Hester Farms

being C-2 under the more restrictive new ordinances might balance the C-1 zoned properties along Benton Blvd, the new city park in the middle, and it will make a nice balance to be around especially if something “good” is developed on Benton.

Mark stated to Avril’s comments, the key is what gets developed on sites. And in response to Hannah’s mention that more input from families with small children would be impactful for what to place in any revised/future concept plan, Mark commented that businesses and services that reaches people in their early/mid-30’s.

Barbee stated that the 28th location in Port Wentworth where someone can buy liquor was about to open. It was later clarified that the number included restaurants such as the one mentioned opening on Hwy 21 where the Sweet Tea restaurant was previously located.

Mark asked how the traffic created by the proposed development would be handled on Meinhard and Monteith Roads. Hannah answered stating it could be a joint effort by whomever develops Hester Farms and the acreage across Meinhard but a possible solution would be a traffic circle at the base of the Meinhard overpass, the proposed Hester Farms Boulevard on the site plan. Hannah suggested good ingress/egress from the park, creating connections between the Hester Farms site and the park and its roads as well as ingress/egress from the site as directly to Meinhard but that would need to be planned for the site plan in conjunction with the city staff. Hester Farms Boulevard could also connect to the park and it’s roads at the amphitheater parking lot site.
Hannah suggested the faster the Hester Farms site can get to development phase, the more likely the city can work with the developer to upgrade the roads and infrastructure together at one time.
Mark agreed stating “upgrade at once” and plan accordingly to incorporate the Hester Farms development in with the city’s park development.

Mark suggested from the current site plan, it might be better for the hotel to be in the back of the site (further off the proposed Blvd) and medical sites closer.
Hannah agreed and confirmed the hotel could move back and keep any uses that need road frontage such as a bank, restaurant or mixed-use would be best there, facing the park. Medical could also be further off the road frontage as it is a destination people go to.

Avril commented that the proposed uses, and the additional ones suggested, are all low traffic developments and traffic shouldn’t be impacted much, if at all. Janet added even less impact with the city’s new road through the park connecting Meinhard to Hwy 30.
Avril stated her home of everyone there was likely most impacted and truck traffic is already an issue but increased patrols could result in more ticketing. Janet concurred and reiterated that the additional city park road plus any potential others could help alleviate the growing traffic concerns in general since given Avril’s opinion that any Hester Farms proposed development would not have much additional traffic impact.

changes that are needed without having to come before Council, and take two meetings to get any changes made.

Councilwoman Alston-Cone asked how will the council be kept informed about the policy, so that they still have a place in the policy making process. She also stated that normally HR policies are written by a committee and not just two people. Councilwoman Nelson stated that they should bring back committees, and maybe that would be worth looking into for the HR policy. City Manager Steve Davis explained that there will be provisions and procedures in place to change the HR policy and communication with Council, and that not all internal policies are codified by the Council. Councilwoman Alston-Cone stated that Council should still be informed of any changes made as they are still responsible for those changes.

B. Street Parking Ordinance- 1st Reading

City Manager Steve Davis explained that there has been a lot of concerns and complaints regarding parking and incidents such as: emergency vehicles not being able to get down streets due to the width of the street and school busses that can't go through to pick up children that has brought this to light even more. He stated that the City hosted town hall meetings the with community and staff meetings to help create this ordinance. He explained that the parking will be on an odd even schedule, that will have the cars parking on the odd side on the odd months and even side in the even months (with the provisions that are listed). He also explained that there will be an informational campaign held, signage, and phases of the process.

C. Zoning Map Amendment Application submitted by Steven & Janet Hester for PIN # 70978 05016 (440 Meinhard Rd) to Rezone from R-1 (Single-Family Residential) to C-2 (Community Business) Zoning District (1st Reading)

Hannah Hester came on behalf of Hester Farms and presented a presentation to council to ask for a rezoning of the Hester farms.

Councilman Jones stated that the planning commission voted it down because they did not have all of the information that was presented, and thinks that it would take more than a month to make a decision on this project. He also explained that a C-2 zoning has a wide variety of options for what can be placed on that land, and if something that was presented on the presentation were to fall through than they could put just about anything there. Hannah Hester explained that they went through a list of uses that could go there and have chosen the best use options.

Councilwoman Nelson asked that council all keep in mind that the P&Z board voted it down unanimously. She also thanked Ms. Hester for having a mission statement for her project. Councilwoman Nelson also stated that there is also land that is right off of Highway 21 that would be good for something of this magnitude, and wanted to know why they chose that area on Meinhard instead? Hannah Hester explained that the type of building is one reason and the connectivity to the park would increase the connection. Councilwoman Nelson also asked how will this affect the Ferguson's that are nearby and suggested that she speak with them to hear their concerns.

Mayor Pro-Tem Barbee asked if they had followed the steps to address the concerns that the planning and zoning members had, and Hannah Hester explained that she is taking steps to overcome those concerns.

## 15. EXECUTIVE SESSION

Councilwoman Nelson made a motion to retire to executive session, and it was second by Councilman Stephens. Approved Unanimous.

Mayor Pro- Tem Barbee made a motion to reconvene regular session, and it was second by Councilwoman Nelson. Approved Unanimous.

# MEINHARD STATION NARRATIVE

## Personal Note:

Dear Sir/Madam,

The following project is a deeply important one to me and my family. 440 Meinhard Rd has been my home my entire life and over 5 generations, home to many other family members during our 152-year tenure. The idea of selling or developing the property in any way besides a farm was never discussed until the sale of my cousins' 60+ acres to the city was in motion by September 2022. Combined with the construction of 3 warehouses down the road from our site at Hendley Rd/Monteith Rd, a seismic shift in the rural, quiet farm neighborhood we all knew was complete. With the sale process begun, highest and best use became the chief consideration. The April 2023 announcement of the Ghost Pirates facility just a few hundred feet away set our course in concrete, this would be a C-2 site to meet the appropriate scale of the 150+ acre park and its facilities, including the multi-thousand seat amphitheater.

With considerable input from city staff, we set out to create the best possible project for the one-of-a-kind location in absolutely booming North Port Wentworth. What's come together is an extraordinary opportunity for the city and for my family to see that what our beloved home becomes enriches the community around us. A community that my parents fought for in as much earnest as anyone can for quality, thoughtfulness, smart growth, services for the people, and more. People focused development. I believe it is the deep rooted, personal connectivity that has propelled this project to exciting heights and will continue to fuel it through completion.

Professionally and personally, I am in awe of how facing gut wrenching facts to leave our home has evolved to something we can peacefully leave in our stead. And more remarkably, that this project allows me to stay with my home from sale to full site delivery. Church and real estate have always been the family businesses. I just happened to be the accidental CEO of Hester real estate matters as this all occurred. It is a great peace to me and my family that one of us will remain a steward over the land, continuing with it to the next great phase. To do what we have always done here as farmers - create growth.

This project will set a new standard for development in the city and prove that hard work, knowledge, and heart can surpass any preconceived limits. I hope by the end of this presentation, you have not just a deeper understanding of the project but a vision for the bright future this project and the park are paving the way towards.

As we say at Hester Farms, let's get growing!

Best Regards,
Hannah Hester

## MEINHARD STATION SUMMARY

**Project Goals:**

To provide a walkable, mixed commercial use site directly adjacent to the city's park which will provide essential services to the resident population, create quality job growth through professional office expansion, and launch diverse recreational uses as a new amenity to residents while also increasing tourism and visitors to support the both city park's functions and city overall.

**Project Highlights:**

**The NexCore Group Medical Office Pavilion – Anchor 1**

- Site plan layout provides for two multistory buildings. One with 20,000+ SF and the second with a 17,000+ footprint
- 60,000 – 110,000 SF Class A Medical Office
    - The multistory planning allows for an accurate scale to be presented at this Concept Plan stage and will be finalized for the General Development Plan
- Targeted Practice Areas include: Dental, Pediatrics, Sports Medicine, Physical Therapy, Primary Care, Mental Health & Counseling
- On February 6, 2024 the Nathan Golik, SVP of Real Estate Development presented at City Hall to relevant stakeholders including city staff, council, community leaders, and medical practitioners on the company, purpose, goals in partnership, and planned development for the site. Mr. Golik and development team members were able to take meetings with interested medical practitioners after, some of which were also attended by councilmembers and staff. Additional meetings were held to provide city council with an opportunity to confirm and vet the project with the development team and Mr. Golik per their request during the first reading to council on November 30, 2023.
- See Attached Brochure pages for more information on NexCore
- See Attached Renderings and Floorplans for the NexCore selected product for the site
- Building Leasing in Progress by NexCore

**Radisson Upscale Hotel – Anchor 2**

- 150 Keys, Upscale Banner
- Layout designed and programmed to support expanded footprint for potential Convention Center and necessary amenities such as a resort style pool + other family friendly amenities
- Dedicated Valet Parking & Airport Shuttle
- Planned for Ghost Pirates, Amphitheatre, Medical Pavilion, and General Patrons
- Ground Floor to contain 6 Top Golf Swing Suites adjacent to Hotel Lounge & Restaurant
- Option to expand amenities to include a rooftop lounge/event space
- See Attached Brochure pages for more information on Radisson Standards & Specs

**Additional End Users:**

**The Learning Experience**

- 16,000 SF Child Care & Early Learning Facility
    - 10,000 SF of built site and 6,000 SF in Playground/Outdoor Space
- Co-located with Office Spaces to build community and support work-life balance for families
- Facilities and tech developed to best suit learning and development through each childhood stage

- Utilization of pioneering tech to best support growing minds and provide parents with the utmost ease and access towards facilitating their child's experience
- See Attached Brochure pages for more information on The Learning Experience's model and accolades

**E-Sports Facilities**

- Six Topgolf Swing Suites totaling 3,000 SF
- Contender eSports Gaming Lounge totaling 2,500 SF
- Both models support the adjacent city park while providing family-friendly amenities for visitors and residents alike
- See Attached Brochure Pages for more information on both spaces

**Additional Site Developments/Green Initiatives:**

**Soleil Technology**

- Solar Supported Micro-Grid
- Soleil will design, install and manage the grid
- Phase 1 to support the medical pavilion and hotel
- Phase 2 will expand the grid to support all buildings on site
- Base support will be solar panels on the top and sides of buildings and on top of canopy structures which will double as covered parking for some spaces
- Optional expansion of the grid available to extend onto the city park site and/or for emergency preparedness
- See Attached Presentation Slide for more information

**Rainwater Collection Systems**

- Utilize for landscaping and farm initiatives to reduce water impact of site

**Urban Farm Initiative**

- Edible Landscaping
- Onsite Greenhouse, likely co-located with The Learning Center
- Farm Staff & Volunteer Opportunities
- Educational Workshops, Tours to engage community in farming, urban farming, food awareness
- Maintain and evolve the farming environment onsite in line with its historical use
- Compliment the city park's planned Farmers Market and Living Farm Site where the Hester Family House is to be relocated
- This initiative will be completed and fully detailed in the last steps before bringing the General Development Plan

**Connection to City's Future Trail System**

- Layout and connection points to be determined after the city has developed and released their Trail System Map/Layout
- Trail System will extend non-vehicle site access for residents and visitors

**In Progress End Uses**

(Negotiations/Agreement Pending Rezoning)

- Restaurant Pad Tenant and Additional Food Vendors for Medical and General Office Buildings

- 10,000 SF Post Office
- 15,000 SF Grocery Store Chain
- 1,200 SF National Coffee Retailer

All ends users have been specifically recruited for their community focused corporate spirit and long-term business models that support the same commitment to stewardship and community that this homegrown development team abides by.

## APPROVAL STANDARDS – SECTION 17.40 of City Ordinances

*In all the questions below, it is relevant to keep scale in mind, particularly in relation to adverse impact issues.* ***This site is only 12 acres with 10.2 being developable.*** *Its impacts are limited to its size.*
*For scale, the adjacent acreage is part of the 150+ acre Anchor Park.*

**Is the request in conformance with the City's Comprehensive Plan?**
Yes. A neighborhood commercial development of this scale, design, and amenities is in line with the Suburban Character Area which this property is designated.

**Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?**
Yes. This property will be an extension of the substantial commercial function of the adjacent Ghost Pirates Facility and Amphitheatre while also providing the residents with much needed services such as medical facilitates and high quality family friendly entertainment options.

**Does the current zoning classification unreasonably restrict the use and enjoyment of the subject property?**
Yes. A single family home currently exists on the property and quality of life will be substantially depleted in this use as Anchor Park develops, especially with the large scale commercial operations of the Ghost Pirates/Amphitheatre facilities in close proximity and the park's Meinhard Rd access point being 155 ft from the property line. The loss of enjoyment also directly depresses the property's value in residential use, most significantly in its current zoning of single family/R1.
Conversely, as a C-2 zone, it can complement/expand on the Anchor Park developments and provide much needed services to residents.

**Has a change of conditions occurred in the surrounding area which makes the current zoning of the property unreasonable?**
Yes. As referenced in the two questions above. The size and scale of Anchor Park and specifically the neighboring location of the expanded Ghost Pirates & Amphitheatre developments currently under construction.

**Is there sufficient land already appropriately zoned and available elsewhere in the City?**
No. As reported by the Savannah Morning News on May 18, 2024 roughly 48% of the city is zoned R1 or PUD and 24% is zoned industrial for a total of 72%. This figures exclude accounts of R2, R3, R4, and R5 zones which have substantially increased in the last year leading to the recent moratorium on residential rezoning's.
The math shows a scant portion of the city being zoned for commercial uses, much less those of such a supportive scale to the economic boon of Anchor Park and more importantly, support of the current and incoming residents.

**Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?**
No. The character of the area was dramatically changed with the introduction of Anchor Park and again with its scale of commercial function.

**Could traffic created by the proposed zoning classification travel through established residential neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?**

While traffic will surely increase for site usage, traffic will increase for use of Anchor Park and again once the 914,800 SF of built but unleased warehouse space becomes operational. The addition of the road through Anchor Park connecting Meinhard & Hwy 30 and forthcoming Effingham Parkway connection will serve as additional road options for vehicular travel to both access the site and also disperse onto alleviating demand on Meinhard Rd for residents.

Reference Article:
https://www.savannahnow.com/story/news/local/2024/05/18/port-wentworth-city-council-discuss-warehouse-rezoning-at-may-meeting/73717311007/

**Would the proposed zoning allow uses that could generate traffic flow beyond the carrying capacity of the current street system?**
No. The road is currently a thoroughfare for residents and commuters from Pooler, Port Wentworth, and Effingham County. This proposed zoning will add an amenity and stopping point for those commuters and residents plus support Anchor Park by supplying a walkable amenity space for those enjoying or visiting the site which will not require vehicular traffic.

**Is there an imminent need for the rezoning and for the uses permitted within the proposed district?**
Yes. The ongoing disruption to the current residents will only increase as Anchor Park's construction continues and become unlivable as the site becomes active. Moreover, in order to best support the economic viability of Anchor Park, the confirmed uses should be developed within a close timeline.

**Would the allowed uses substantially conflict with existing or intended development density patterns in the surround area?**
No. The allowed uses support the existing and intended development density including Anchor Park, existing and forthcoming residential development. To further cement this, end users have been confirmed and presented above and otherwise to eliminate concern of less preferred C-2 uses being established on site.
Moreover, for the site's economic viability, it must compliment Anchor Park's and resident function.

**Would the proposed zoning change likely precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?**
It is possible that more commercial zoning in the nearby area could be spurred but the most likely precipitator of such would be Anchor Park itself and as highlighted above, the city is sorely lacking in any neighborhood commercial zoning therefore there is demand for such eliminating the risk of further commercial zoning being adverse.
Moreover, this rezoning is requested by the only remaining residents of Meinhard in its corridor that stretches from I-95 to the double railroad tracks. Besides Anchor Park, only other Hester family property exists which is totally or nearly vacant in use.

**Would any or all of the allowed uses in the proposed zone district adversely impact adjacent or nearby properties in terms of:**

a. **Environmental quality or livability, by creating undue traffic, noise, odor, or visual hazards incompatible with established or intended development pattern.**
    a. No. The adjacent properties are Anchor Park or other Hester family property which is vacant or in little use. Nearby properties would be bolstered and supported by these neighborhood friendly services and uses.

**b. Property value, by rendering such properties less desirable and, therefore, less marketable for the type of development to which they are committed or restricted.**

a. Absolutely not. By enabling neighborhood services such as medical offices, an upscale hotel, children's learning center, and family friendly e-sports facilities, urban farm, solar grid (all confirmed) plus Class A office space, restaurants and additional retail within a few minutes' drive, walk, golf cart or bike ride nearby properties value will increase with such amenity rich accessibility.

**Would the rezoning create development potential of such increased intensity that stormwater runoff from the site would exceed current limits, resulting in adverse impacts upon existing or planned downstream drainage systems?**

No. All storm water regulations will be adhered to and developed in accordance with all ordinances. Moreover, other confirmed initiatives like rainwater collection systems to support landscaping and other developing aspects will offset the site's impact altogether. This will be fully detailed, disclosed, and developed with the engineering and city staff teams.

**Would the rezoning result in public service demands beyond existing capacities and impost an economic burden on the community at-large?**

No. The community at-large is in dire need of the confirmed end users and additional ones to be confirmed pending rezoning. As stated above, there is a substantial dearth of services and resident amenities in the city and most deeply apparent in North Port Wentworth where this site is located. This site will increase and expand upon the economic growth opportunity of Anchor Park and need of specifically located resident needs.

## Comments:

At both the Planning Commission and First Reading for Council meetings, further engineering was requested. A detailed block concept plan with parking layout was completed by Roberts Engineering and is attached.

The Medical Pavilion Overview, Rendering, and Staking Plan was included in the November 30th first reading to council and is also attached.

Mayor Pro Tem Gabrielle Nelson requested a meeting with NexCore to engage with them directly and learn more about the proposed project. This meeting was held on February 6, 2024 in which NexCore presented to multiple council and staff members, met with medical practitioners interested in coming to the site, and with council and staff members directly.

The November 2023 Planning Commission decision to recommend against this property being rezoned as C-2 was based on a lack of specific plans and without those also a lack of information in which to decide upon. At that time, the application was an owner-led application without an engineered site plan, developer, or specific use. This presentation contains all such information and details which is entirely different than the initial presentation content and gathered to address and correct the concerns stated.

NexCore GROUP

# YOUR PARTNER IN GROWTH

7 Office Locations | 65 Employees | 6.1 Million SF Developed & Acquired



# ABOUT US

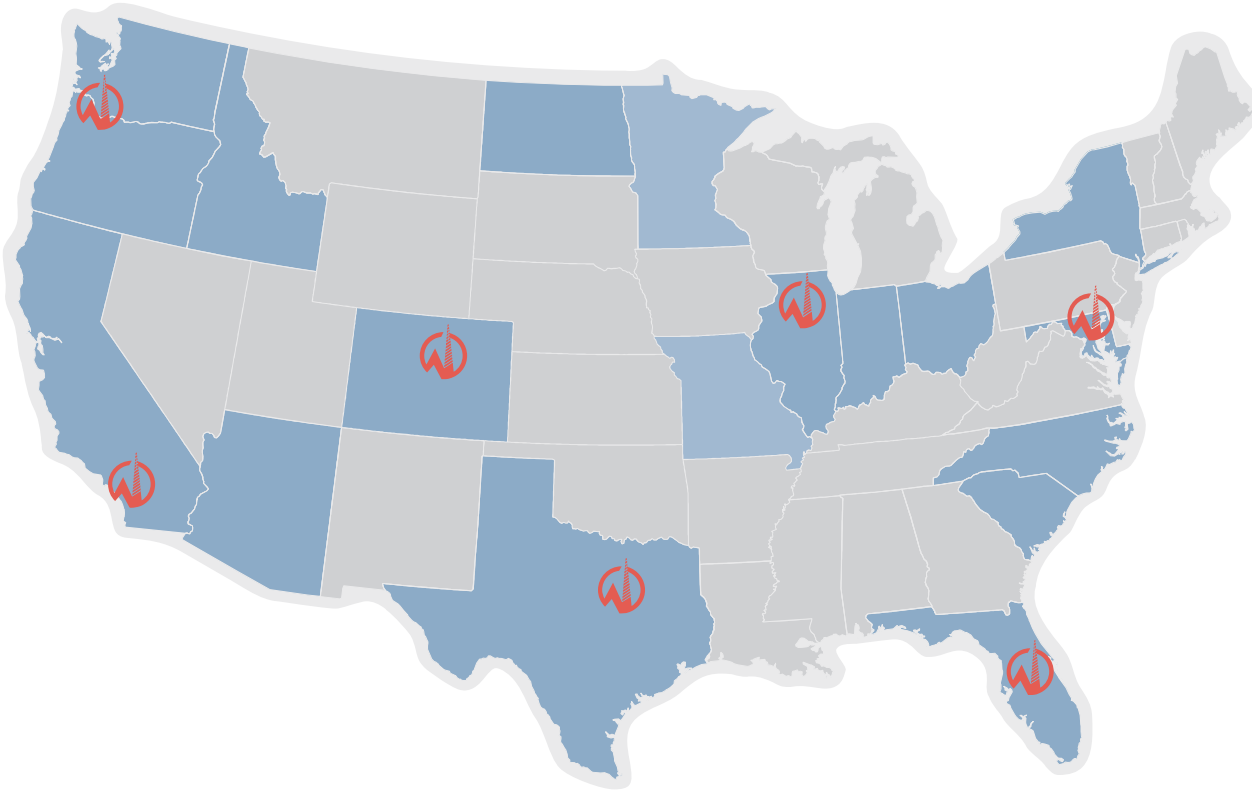


**WE ARE AN INTEGRATED MULTIDISCIPLINARY TEAM OF**

**65**

**EMPLOYEES**

# National Expertise, Local Insight



2006 - 2023

TOP DEVELOPER
MODERN HEALTHCARE MAGAZINE

**6.1 MILLION**
SF OF HEALTHCARE FACILITIES DEVELOPED AND ACQUIRED

**65 EMPLOYEES**

**7 LOCATIONS**
ACROSS THE UNITED STATES

| 75% | 1200 | 81 |
|---|---|---|
| of our business is from repeat healthcare clients | physician tenants recruited | healthcare projects developed and acquired |






# Our Value Proposition

NexCore Group develops healthcare facilities for physicians, hospitals, and health systems. **We solve complex real estate challenges through innovative building solutions and creative financial structures.** In a rapidly changing healthcare industry, **NexCore has the superior expertise to deliver quality environments and flexible spaces that help grow your business, lower expenses, and mitigate risk.** Wherever a new healthcare facility is needed in the U.S., NexCore has the fresh, strategic thinking and comprehensive resources to deliver it.

Over the past 25 years, **NexCore has developed and acquired a total of 6.1 million square feet of healthcare facilities across the country.** We have put our development and planning expertise to work for physician groups and prominent health systems such as Ascension Health, Catholic Health Initiatives, Providence Health & Services, and Trinity Health. In addition, our company has been recognized repeatedly as one of the Top Healthcare Real Estate Developers in the U.S. by Modern Healthcare magazine.

## Product Types

- On-Campus Outpatient Centers
- Neighborhood Outpatient Centers
- Medical Fitness & Wellness Centers
- Urgent Care Centers & Freestanding EDs
- Ambulatory Surgery Centers
- Orthopedic Centers
- Multispecialty Physician Group Facilities
- Transitional Rehabilitation Centers
- Skilled Nursing Facilities/Long-Term Care
- Assisted Living/Memory Care Facilities

## Integrated Services

- Strategic and Business Planning
- Financing
- Development & Project Management
- Ownership
- Legal Structuring & Compliance
- Leasing
- Property Management
- Asset Management







# Integrated Project Team

NexCore's dedicated team of healthcare real estate professionals represents diverse backgrounds united by one passion: **improving healthcare delivery through innovative real estate solutions.** We approach every project with fresh thinking and custom solutions, and our commitment to collaboration across internal and client teams generates proven results.

Our team has developed highly specialized expertise in healthcare strategy, delivery, finance, legal structuring and compliance issues, and includes:

- Real estate transaction experts
- Healthcare strategists
- Architects
- Project managers
- Licensed real estate brokers
- Chartered financial analysts
- Certified public accountants
- Real estate attorneys
- Asset & property managers
- Mechanical engineers



# Selected Projects



**Silver Cross Hospital**
On-Campus Outpatient Center
New Lenox, IL | 182,000 SF



**Holy Cross Germantown Hospital**
(Trinity Health)
On-Campus Outpatient Center
Germantown, MD | 80,000 SF



**Saint Agnes Hospital**
(Ascension Health)
On-Campus Outpatient/Cancer Center
Baltimore, MD | 85,800 SF



**NorthBay Healthcare**
Outpatient/Cancer/Medical Fitness Center
Vacaville, CA | 110,000 SF



**Mount Carmel Health System**
(Trinity Health)
Outpatient/Medical Fitness Center
Lewis Center, OH | 130,000 SF



**Rex Healthcare of Knightdale**
Outpatient/Medical Fitness Center
Knightdale, NC | 78,200 SF



**UHS Hospitals**
Neighborhood Outpatient Center
Vestal, NY | 85,500 SF



**Providence Regional Medical Center**
(Providence Health & Services)
Neighborhood Outpatient Center
Monroe, WA | 43,000 SF



**Buck Creek Medical Plaza**
(Centura Health)
Neighborhood Outpatient Center/FSED
Minot, ND | 60,000 SF



**St. Anthony North Hospital**
(Centura Health)
On-Campus Outpatient Center/FSED
Westminster, CO | 48,000 SF



**Lafayette Transitional Care**
Transitional Rehabilitation Center
Lafayette, CO | 60,000 SF



**Lakewood Transitional Care**
Transitional Rehabilitation Center
Lakewood, CO | 80,000 SF



**First Hill Medical Pavilion**
Acquired Outpatient Center
Seattle, WA | 227,682 SF



**Doctors Community Hospital**
Acquired Outpatient Center
Lanham, MD | 64,261 SF



**Mercy South Medical Office Building**
(Dignity Health)
Acquired Outpatient Center
Bakersfield, CA | 29,829 SF



**Walnut Crossing Assisted Living & Memory Care**
Marysville, OH | 52,000 SF



**Greenwood Assisted Living & Memory Care**
Greenwood, IN | 74,000 SF



**Anderson Assisted Living & Memory Care**
Anderson, IN | 74,000 SF

# On-Campus Outpatient Centers

## Overview

A successful ambulatory network plan will consider the relationship of the hospital hub to various outpatient facility spokes. The hospital campus can be an ideal location for a comprehensive outpatient center if the hospital is located in the center of the health system's primary and secondary service area.

Our vision of a comprehensive on-campus outpatient center includes a complete array of outpatient services linked to physician office space, centers of excellence, and chronic disease management centers — all located in a building connected to the hospital.

## Criteria for Success

- Project delivery guarantees to ensure budget and schedule goals are met
- Ability to recruit physicians that support the hospital's business plans
- Integration of outpatient services with physician care
- Experience developing projects that are part of a hospital campus








# Neighborhood Outpatient Centers

## Overview

NexCore Group is a national leader in the planning and development of neighborhood outpatient centers. We have completed 22 since the start of our firm and are currently engaged in the planning of 3 such facilities.

We are pioneers in organizing our facilities to provide an integrated delivery of care in which physicians and ambulatory services are connected and coordinated (e.g., the patient is not presented with another clipboard when moving from the physician's office to phlebotomy).

The delivery of healthcare in the future must anticipate financial and clinical integration of services and value-based reimbursement, and our facilities must be programmed, designed, and constructed in a way that allows providers to collaborate and deliver healthcare efficiently. As such, we constantly study the process of the delivery and flow of patient care, and we seek to improve the efficiency, coordination, and quality of service.

## Criteria for Success

- Select a site that offers superb access, visibility, and convenience
- Program the facility to provide a full spectrum of physicians and outpatient services
- Ensure that the business plan for each service and for the overall facility is sound
- Design and construct the facility to meet market-based rental targets
- Recruit physicians that support the hospital's strategic and business plans
- Organize the delivery of care using lean principles and innovative operating models







# Medical Fitness & Wellness Centers

## Overview

NexCore views a medical fitness program as a potential anchor tenant of an integrated outpatient services facility because it is usually the largest single user and generates the most annual visits. To be successful in the short and long terms, medical fitness space programs must be planned with efficiency that mitigates occupancy cost burden and fosters clinical integration.

Medical fitness centers (MFCs) are different from commercial health clubs in that MFCs are staffed by personnel with a higher level of training and exercise programs are prescribed and supervised by medical professionals. Such facilities can pay for themselves today based on member dues, and in the future may be valued for their role in lowering the cost of care to a patient when the healthcare system is at risk for claims.

Healthcare systems are including MFCs in outpatient centers for the following reasons:

- MFCs expand geographic reach and market exposure as part of an ambulatory care network
- MFCs provide care in a lower cost venue with healthcare providers practicing at the highest level of acuity possible in that venue
- MFCs enhance a positive brand image with the integration of healthcare, wellness, and fitness
- MFCs improve long-term patient outcomes and decreasing readmissions
- MFCs reduce obesity levels and improve the overall health of the community
- MFCs can pay for themselves

## Criteria for Success

- Select a site that offers superb access, visibility, and convenience
- Integrate the MFC into the delivery of care with design and operational planning
- Ensure that the MFC program is sized to the market need
- Be aware that MFC pro formas are sensitive to cost of occupancy
- Create architectural solution that is synergistic for medical and fitness programs and adaptable for future uses



# Transitional Rehabilitation Centers

## Overview

A Transitional Rehabilitation Center ("TRC") is an integral component of the healthcare continuum which provides short-term, transitional rehabilitation for individuals following an acute care hospitalization. Medicare and most insurances provide payment for these services and are increasing the focus on quality outcomes and controlled readmissions to acute care hospitals.

We believe in developing a care coordination process based on collaboration, quality, and alignment of the providers in support of the individual's transition through the healthcare continuum.

Discharge from a hospital is a critical transition point in a patient's care. Poor care coordination at discharge may lead to adverse events for patients and avoidable rehospitalization.



## Criteria for Success

- Healthcare system collaboration and support of the TRC
- Physician collaboration
- Strong TRC and Home Health alignment with the healthcare system



# Assisted Living & Memory Care

## Overview

The majority of new construction in senior housing has occurred in the assisted living sector. NexCore Group has partnered with a national operator to develop, own, and operate new assisted living facilities in select secondary markets.

Assisted living facilities provide individuals with a safe, low maintenance environment with increased support as they age. Major metropolitan communities have long been the focus of assisted living developers and operators, but as the baby-boomers generation continues to age, the demand in secondary markets is growing.

## Criteria for Success

- Thorough market feasibility assessment
- Experienced operations team
- Designing the facility to meet market needs
- Providing programs that serve community needs





# Acquisitions

## Overview

NexCore is an active acquirer of on-campus and off-campus medical real estate. We have a long track record of successful acquisitions; including certainty of close, maintenance of tenant relationships, leasing and property management. Through the acquisition of these assets, NexCore helps our hospital partners unlock the value of their real estate assets and free up precious financial and management resources which can then be focused on a hospital's core business.

## Criteria for Success

- Freeing up hospital financial and management resources to focus on core business
- Increasing liquidity which is a key component to a hospital's credit rating
- Legal and regulatory relief — hospitals are no longer involved in the andlord/tenant relationship
- Transfer of real estate ownership burden — future capital requirements are no longer the responsibility of the hospital





Radisson

# Architectural & Design Guide

Americas
March 2020

# WELCOME TO RADISSON

## SCANDINAVIAN AT HEART

Every brand has a story it wants to share. If we tell ours consistently across every audience interaction it means we can shape how they perceive us, leading to increased awareness of who we are and what we stand for.

In order to do that, we all need to understand what it means to be Scandinavian at heart and how to express that.

As a brand we have deeply rooted values that blend perfectly with a Scandinavian way of life – values that we share with many guests and travelers worldwide.

To us that means being happy and content in what we do and treating people as we would expect to be treated in return. It means being in the moment and making the most of the time at our disposal.

Most of all it's about finding a natural balance and in turn helping our guests find the right balance for their stay, be that business or leisure or anything in between.

It's also our design ethos. Our spaces are just another interaction with our brand and they should always reflect our Scandinavian principles – providing a bright, welcoming and functional environment so our guests can make the most of every stay with delightful touches at just the right moments.

Being Scandinavian at heart is something that we truly feel and helps us to decide if something feels right. If it does, then you know that it belongs in our story.

# BRAND CONCEPT

## BRAND PLATFORM

**Positioning**
Upscale, full-service hotel located near airports and city centers around the world

**Essence**
Scandinavian at heart

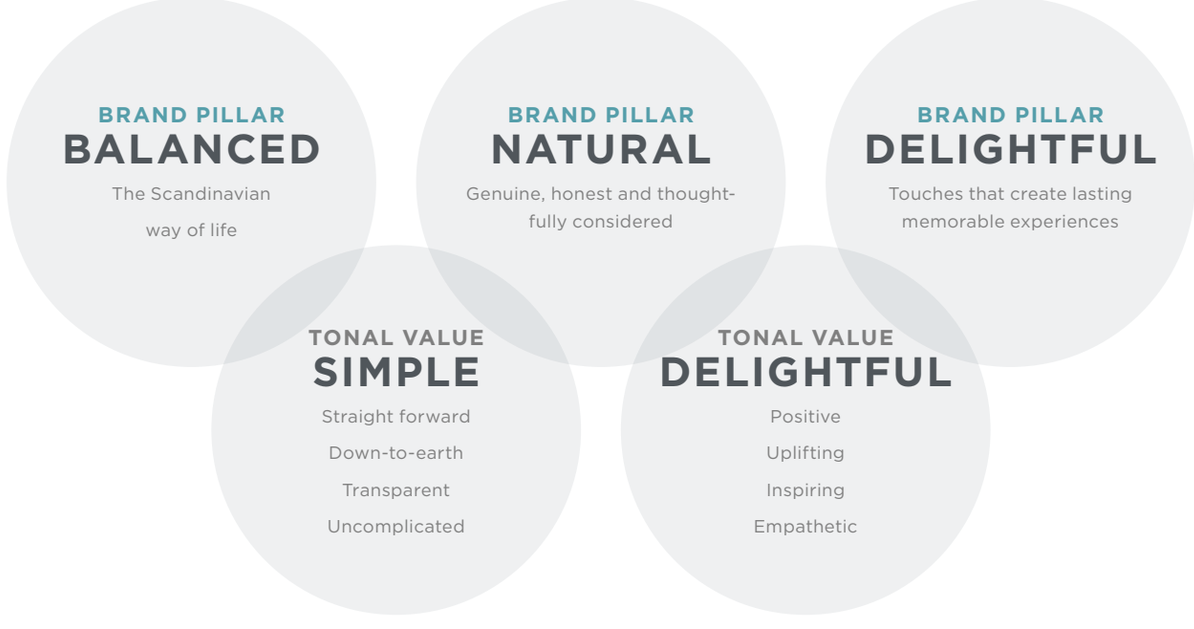
**Audience**
Business and leisure travelers with a relaxed mind-set who seek a positive and well-balanced environment

**Value Proposition**
Scandinavian hospitality that enables guests to focus on a work/life balance and find more harmony in their travel experience

**Brand Pillars**
Balanced, Natural, Delightful

**Selling Line**
Simply Delightful

## TONE OF VOICE



CONCEPT

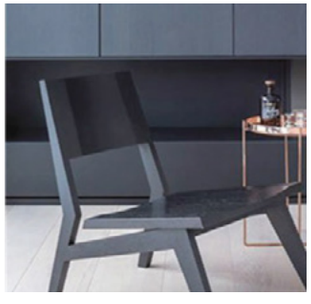
# BRAND PILLARS

## BALANCED

The Scandinavian way of life

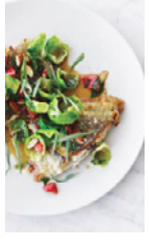










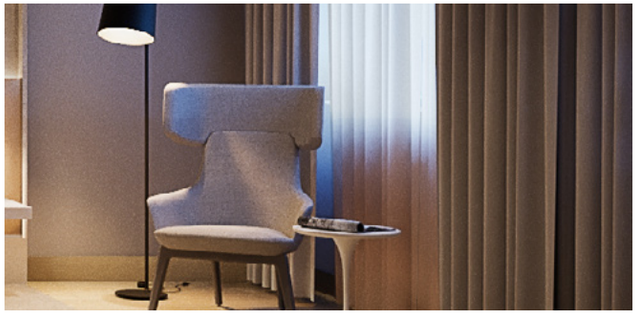


## NATURAL

Genuine, honest and thoughtfully considered



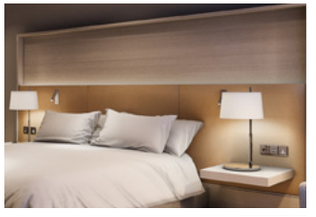




## DELIGHTFUL

Touches that create lasting memorable experiences







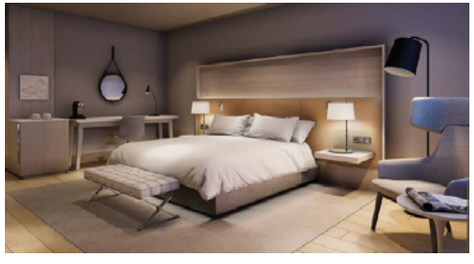






# KEY BRAND EXPERIENCES

## Radisson delivers a thoughtful experience to delight guests during every stay.



**Feel at Ease**
Offering a choice of experiences to help guests feel at ease



**Experience the Locale**
Offerings that are true to the locale



**Enjoy Memorable Moments**
Simple and timeless delights that leave a lasting impression



**Brilliant Basics**
Consistantly delivering the essentials

**Refreshing Bath**
Rain shower, towels, bath amenities

**Delightful Sleep**
Plush mattress, inviting bedding and pillows

**Inspired Workouts**
Guest bicycles, jogging corner & fitness room in select hotels

**Connected Stay**
Free Wi-Fi and device streaming and USB ports beside guest room beds and desks.

**Balanced Breakfast**
Healthy, local options

**Delicious Temptations**
Delightful candies and 24/7 food service and/or kiosk

Yes I Can!℠

# EXPERIENCES TO DELIVER BY AREA

## KEY SPACES

Our key spaces cover each of the main guest-accessible areas common to hotels across the Radisson portfolio.

**Social Spaces**
- Lobby and reception area
- Welcome station
- Lounge

**Food & Drink**
- Bar and restaurants
- Market and kiosk concepts
- Grab & Go

**Guest Rooms**
- Guest rooms and suites
- Bathrooms
- Corridors

**Meetings and Events**
- Boardrooms and meeting spaces
- Pre-function / break areas

**Wellness**
- Fitness room
- Pool area (select hotels)
- Jogging corner (select hotels)
- Bicycle rental (select hotels)



# DESIGN SIGNATURES PER SPACE



## SOCIAL SPACES

Open and welcoming spaces that are naturally calming.

- Style based on clean lines, soft textures and contemporary materials
- Artwork and decorative elements with timeless appeal
- Practical spaces to work, socialize and relax
- Harmonious flow of space



## FOOD & BEVERAGE

Restaraurant concepts designed to bring people together.

- Mix of textures create a stylish, yet warm and relaxed atmosphere
- Minimalist decor based on thoughtful details
- Soft, casual seating mixed with dining furniture



## GUEST ROOMS

Refreshing rooms that strike the perfect balance between form and function.

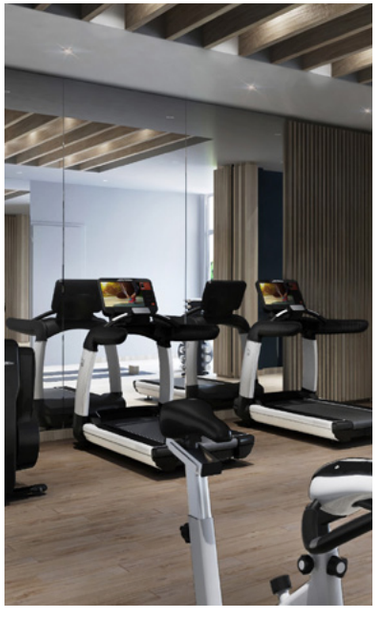
- Contemporary beds with convenient headboard lighting
- Entry area with wardrobe and oversized mirror
- Furnishing and textiles in natural, calming tones
- Streamlined aesthetics encourage a balanced environment



## MEETINGS

The right amount of space and accomadations for meetings and events.

- Flexible meeting rooms with a seperate break-out area
- Lighting and framed artwork create interesting focal points
- Casual work space for added convenience



## WELLNESS

Pool and fitness facilities to stay active and balanced, when appropriate.

- Modern materials and finishes that are fresh and calming
- Furniture and accessories that facilitate relaxation
- Dedicated space for jogging corner and bicycle rental in select hotels


THE LEARNING EXPERIENCE
Academy of Early Education
2024 / 2025
REAL ESTATE DEVELOPMENT
Bubbles
The Elephant
A
B
C
1
2
3
AMERICA'S FASTEST-GROWING
Inc. 5000
PRIVATE COMPANIES
BEST
IN CATEGORY
SATISFACTION AWARD
2024
Franchise Business
REVIEW
Entrepreneur
45TH ANNUAL
FRANCHISE
500
#1 IN CATEGORY
2024
happy happens here.

# TLE Overview

**The Learning Experience® is one of the fastest growing early childhood education franchisors in the U.S.** and the leading brand-focused player in the industry.



## LEADING BRAND WITH SCALE

**$763M**
2024E System-Wide Sales

**52,000+**
2024E Students Served Daily

**1,000+**
Corporate Partners



## COMPELLING FRANCHISE SYSTEM & MODEL

**420** 2024E Total Units

**107+** NEW Franchise Sales in 2023

**76%** Franchisees Own More than 1 Unit



## TREMENDOUS GROWTH AND WHITESPACE

**19%**
System-wide Sales Growth (2019 - 2024E)

**230+**
Centers Under Development

**1 New**
Center Added Per Week

*All $ amounts include our school in the UK at the conversion rate from April 2024 of $1:£1.25

## GOLDEN GATE CAPITAL OVERVIEW

Golden Gate Capital

Golden Gate Capital (GGC) is a San Francisco-based private equity investment firm with over $15 billion of capital under management and is one of the most active investors in multi-unit businesses.

- Over the past 10 years, GGC has invested in consumer companies with annual revenues in excess of $20 billion.
- GGC's strategy is to be a value-add investment partner for companies and facilitate their growth through organic growth, capital investments, geographic expansion, add-on acquisitions, and operational improvements.
- GGC's perpetual fund structure allows them to be a long-term, stable investment partner for management teams.
- GGC also opportunistically participates in attractive real estate investments that leverage GGC's consumer network and expertise.
- Representative investments in multi-unit consumer brands include Red Lobster, Bob Evans, Eddie Bauer, Pac Sun, Mavis Discount Tire, and Express Oil Change & Tire Engineers.



# Recognitions and Awards

Entrepreneur 45th Annual Franchise 500 #1 in Category 2024

Franchise Times TOP 500

Inc. 5000 America's Fastest-Growing Private Companies

Best in Category Satisfaction Award 2024 Franchise Business Review

Bubbles and Friends YouTube 393K Subscribers 100M Views

Most Innovative Franchises Satisfaction Award 2023 Franchise Business Review

Most Profitable Franchises Satisfaction Award 2023 Franchise Business Review

Top Franchises for Women Satisfaction Award 2024 Franchise Business Review

Top Franchises Recession-Proof Satisfaction Award 2023 Franchise Business Review

10 Years Hall of Fame Satisfaction Award 2024 Franchise Business Review















# Center Growth and Timeline

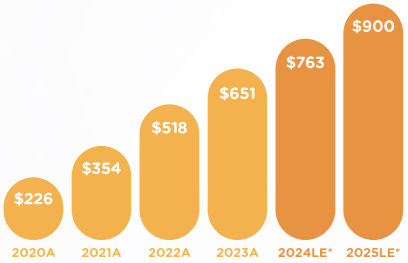
**The Learning Experience® will continue to grow by increasing the number of worldwide centers.**

When searching for a new center location, the Real Estate Department at The Learning Experience® focuses its demographic review on the following information:

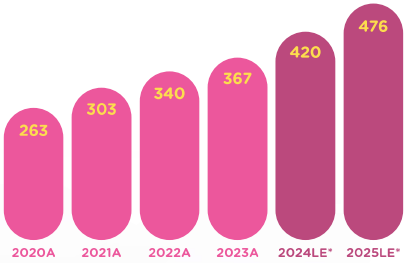
- The Cost of Real Estate
- Competitive Tuition Cost Analysis in the Area
- Population Density and growth of Children and Adults
- The Working Population

**Once site selection is complete, the TLE® Executive team uses its extensive experience to coordinate site development, architectural and construction efforts, marketing efforts, and multiple other vital details.**

## Historical & Future Growth




System Wide Sales
*(in Millions)*




Total Centers

## United Kingdom Expansion

TLE® has already begun its worldwide expansion with its first international location in East Finchley, UK; with a strategic growth plan to expand the TLE® footprint to 70+ centers in the UK in the next 5 years and grow their global presence through leveraging the TLE® brand to partner with international investors. Despite no specific marketing efforts abroad, significant interest has been generated in prospects from England, China, Brazil, and Mexico.

*All forward-looking statements are management's present expectations and are subject to a number of factors that could cause actual results to differ materially from those described in the forward-looking statements.



**2002**
The Learning Experience® forms to open and operate childcare centers throughout the **New York** and **New Jersey** metro area



**2005**
The **Work & Family®** program begins with **14 corporate partners**

**2010**
The Learning Experience® ends the year with **83 centers in 14 states**



The Learning Experience® ranks on **Entrepreneur's Franchise 500**

**2012**
The Learning Experience® impressively ranks **#193 on Entrepreneur's Franchise 500 list** and continues to rank year over year





**2013**
The Learning Experience® is named **Company of the Year** by Make-A-Wish® South Florida

NORWEST VENTURE PARTNERS
The Learning Experience® partners with **Norwest Venture Partners**



**2015**
Forbes recognizes The Learning Experience® as one of the **best franchises to buy in 2015**

**2016**
**Classroom & Parent Safe 'N Secure®** apps roll out nationwide



The Learning Experience® ranks **#26 on Franchise Times' Fast & Serious list** of smartest growing brands

**2017**
The Learning Experience® moves into their **new world headquarters in Deerfield Beach, FL**



**2018**
GOLDEN GATE CAPITAL
The Learning Experience® partners with **Golden Gate Capital** to accelerate new center development through a newly established real estate development fund

**2019**
The Learning Experience® ends the year with over **230 locations and over 200 under development**



The Learning Experience® ranks **#62 on Entrepreneur's Annual Franchise 500 List**

**2020**
**CORE** operating system launched



Opened **first UK location** in East Finchley





Launched brand extension, **Bubbles & Friends**, on **YouTube**



**2021**
**Opened 45 new locations,** the most in the companies history, to end the year with **303 opened**

The Learning Experience® expanded into **4 new states; Georgia, Oklahoma, Wisconsin,** and **New Mexico**



**2022**
**Bubbles & Friends** App is launched

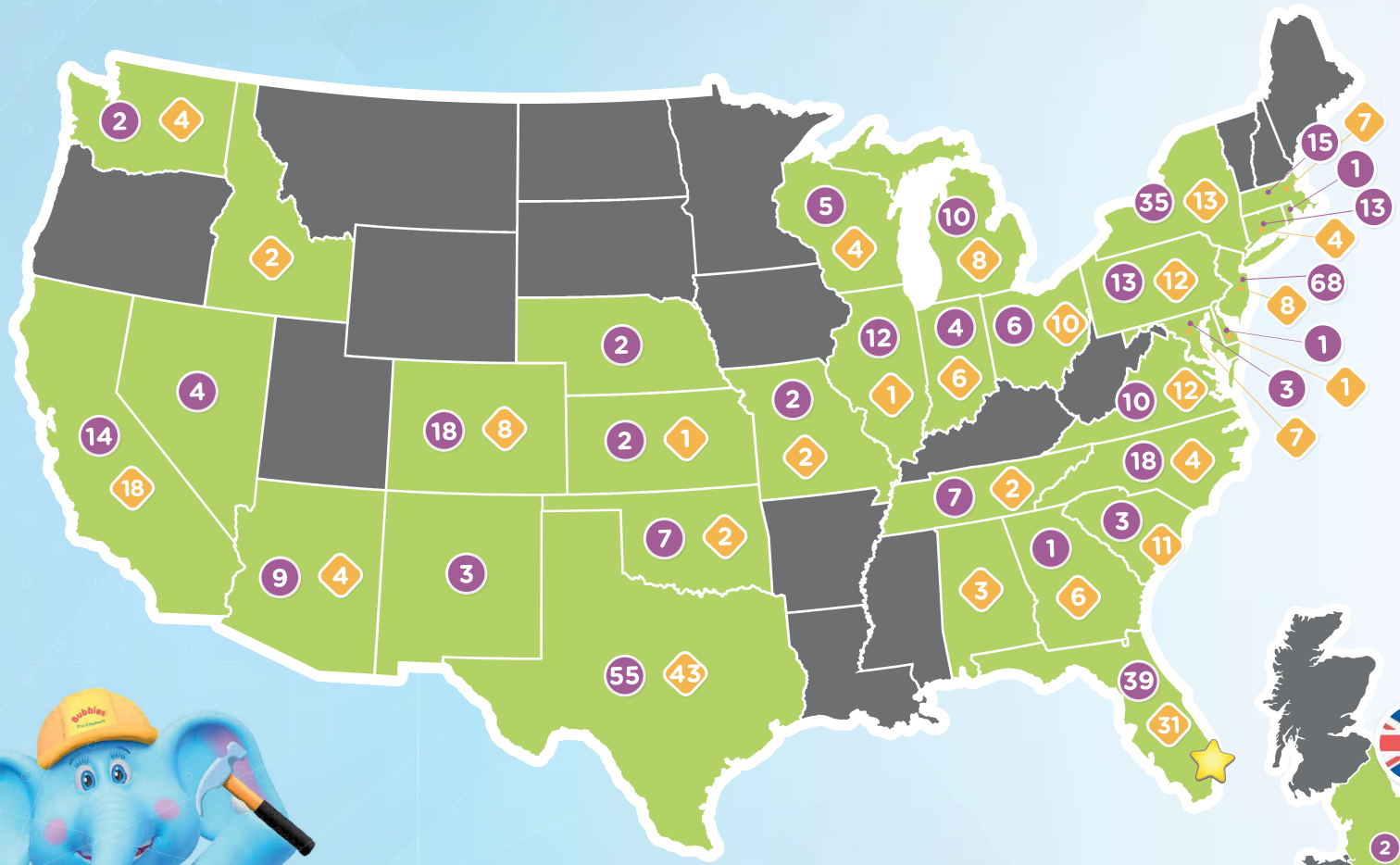
**2023**
**Entrepreneur** ranks TLE **#1 childcare franchise** and **Franchise Business Review #1 Education** franchise




**2024**
The Learning Experience® continues to grow with **50,000+ students enrolled, 384 open locations** and another **230 under development**

**Bubbles & Friends** eclipses **100 Million views** on **YouTube**

# Centers Operating or In Development by State






Worldwide Headquarters
*Deerfield Beach, FL*

International Headquarters
*London, UK*

# Of Current Operating Centers

# Of Current Centers Under Construction and In Development

## REAL ESTATE Developers

With more than 600 sites either open and under development, The Learning Experience® (TLE®) has become the nation's fastest growing child care franchise!

Through our growth and experience, TLE® has become adept in understanding the needs of developers, including market and financial calculations. TLE® is now seeking Build-to-Suit Developers that can offer our company multiple locations to meet our ever-growing expansion across the world.






## Characters that Bring learning to life

Children love learning from characters—and studies show that it's highly effective especially in preschool and early education. TLE® has a cast of unique, beloved characters, **each one teaching children a new value or activity.**




Sign Language




Physical Fitness




Math




Science




Phonics




Manners & Etiquette




Foreign Language




Technology



Philanthropy



# Brand Overview

CURRICULUM THAT
## Develops the Whole Child

Our L.E.A.P.® (Learning Experience Academic Program) Curriculum uses fun, hands-on activities throughout early education to help **children develop intellectually, socially** and **cognitively**, or as we say...

## learn play grow

According to an **MIT Study,** TLE children entering Kindergarten (age 5) outperform their peers at other preschools by almost **20 points higher than the national average**.



CENTERS WHERE
## Imaginations Run Free

From the vibrant colors to the furniture and floor plan, TLE® Centers foster **an early childhood care environment where children feel comfortable** and where their curiosity and creativity are rewarded.

# Technology and Innovation

**Pioneering investments in technology,** including interactive curriculum and classroom tools, parent mobile applications, and business intelligence tools, keep **TLE at the forefront of innovation in the industry.**

### Student Technology

- **TLE's proprietary L.E.A.P. Interactive programs** are delivered through a touch screen digital whiteboard in each classroom. Promotes digital literacy and student engagement.
- **Proprietary characters** are part of the entire digital learning platform.




### Parent Technology

- TLE's proprietary **Bubbles and Friends app** allows parents to stay completely up-to-date on their child's day.
- Teachers upload pictures, **provide updates** on activities and meals, and provide any other necessary updates throughout the day.
- **MyTLE app** serves as a comprehensive solution for tuition bill pay, streamlining the process for parents and TLE franchisees / school operators.




### Organizational Technology

- Proprietary organizational technology tracks: **School performance and capacity, Scheduling Payments, Consumer communications**.
- New **MyTLE CORE platform** allows teachers to better plan days, as parents have to check in prior to bringing their kids to the school.
- **Pioneer in paperless record** keeping and business intelligence within the childcare industry.
- Constant school tracking and communications **ensures safety and improves crisis management**.



TOPGOLF SWING SUITE

# LEVERAGE THE POWER OF TOPGOLF

- *Attract guests with an exciting on-site experience*
- *Increase F&B revenue with an engaging, premium environment*
- *Create a new revenue stream by reimagining existing space*
- *Diversify Group & Event Sales offering*

***CLICK TO SEE A SWING SUITE TESTIMONIAL***






# TOPGOLF

## OUR BRAND PURPOSE IS TO CONNECT PEOPLE IN MEANINGFUL WAYS.



TOPGOLF
# SWING SUITE
POWERED BY FULL SWING

## YOUR FAVORITE TOPGOLF GAMES ON YOUR SIMULATOR

*TOP* CONTENDER

*TOP* PRESSURE

*TOP* CHALLENGE

# FULL SWING GOLF
## HAS CHANGED THE GAME FOR SIMULATOR SOFTWARE

## THE HIGHEST QUALITY GRAPHICS ON ANY SIMULATOR. PERIOD.



MOST ICONIC COURSES IN GOLF



THE OFFICIALLY LICENSED SIMULATOR OF THE PGA TOUR



THE NEW GOLF CHANNEL DRIVING RANGE

# MORE THAN GOLF!





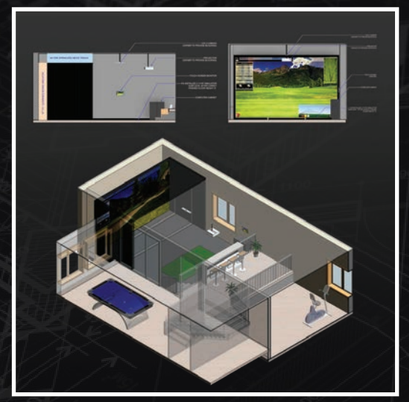




- *High Heat Pitching*
- *QB Challenge*
- *Soccer*
- *Hockey*
- *Zombie Dodgeball*
- *Carnival Games*
- *Jewel Jam*
- *LIVE TV*
- *Playstation & Xbox Plugins*

*From Quarterback Challenges, playing Zombie Dodgeball or watching live sports, there's something for everyone!*

# CUSTOMER SOLUTION FOR YOUR SPACE





Throughout the design process you will receive CAD renderings & full electrical drawings as our team plans for your completely turnkey installation process.





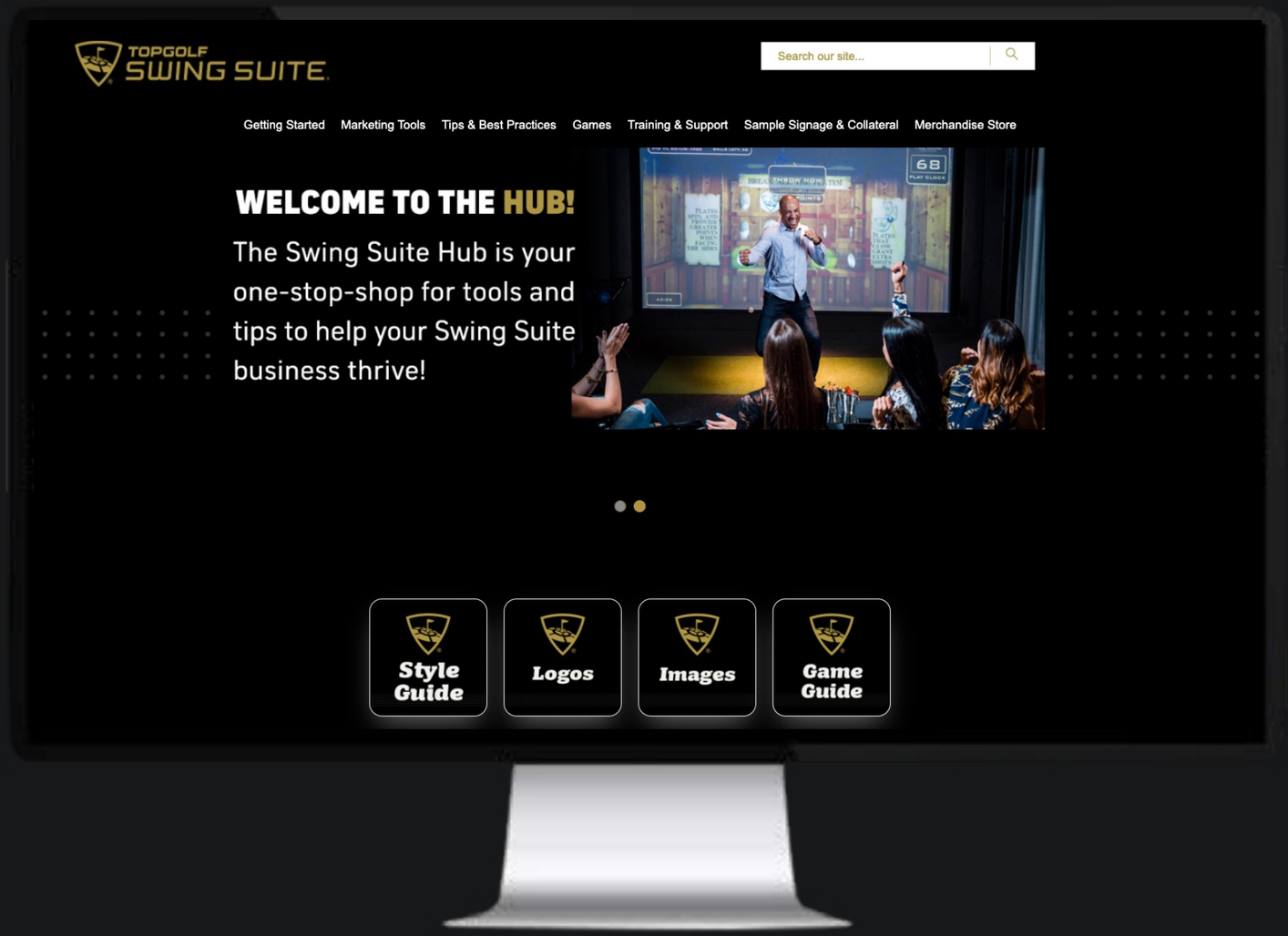




TOPGOLF SWING SUITE

# REALIZE THE FULL POTENTIAL OF YOUR SWING SUITE, WITH OUR COMMITMENT TO CLIENT SUCCESS.

- *Our Partner Hub offers downloadable marketing materials, best practices and much more!*
- *Pre-Launch Onboarding & Training*
- *Post-Launch Business Reviews & On-Going Strategy Consultation*
- *Product & Technical Support*

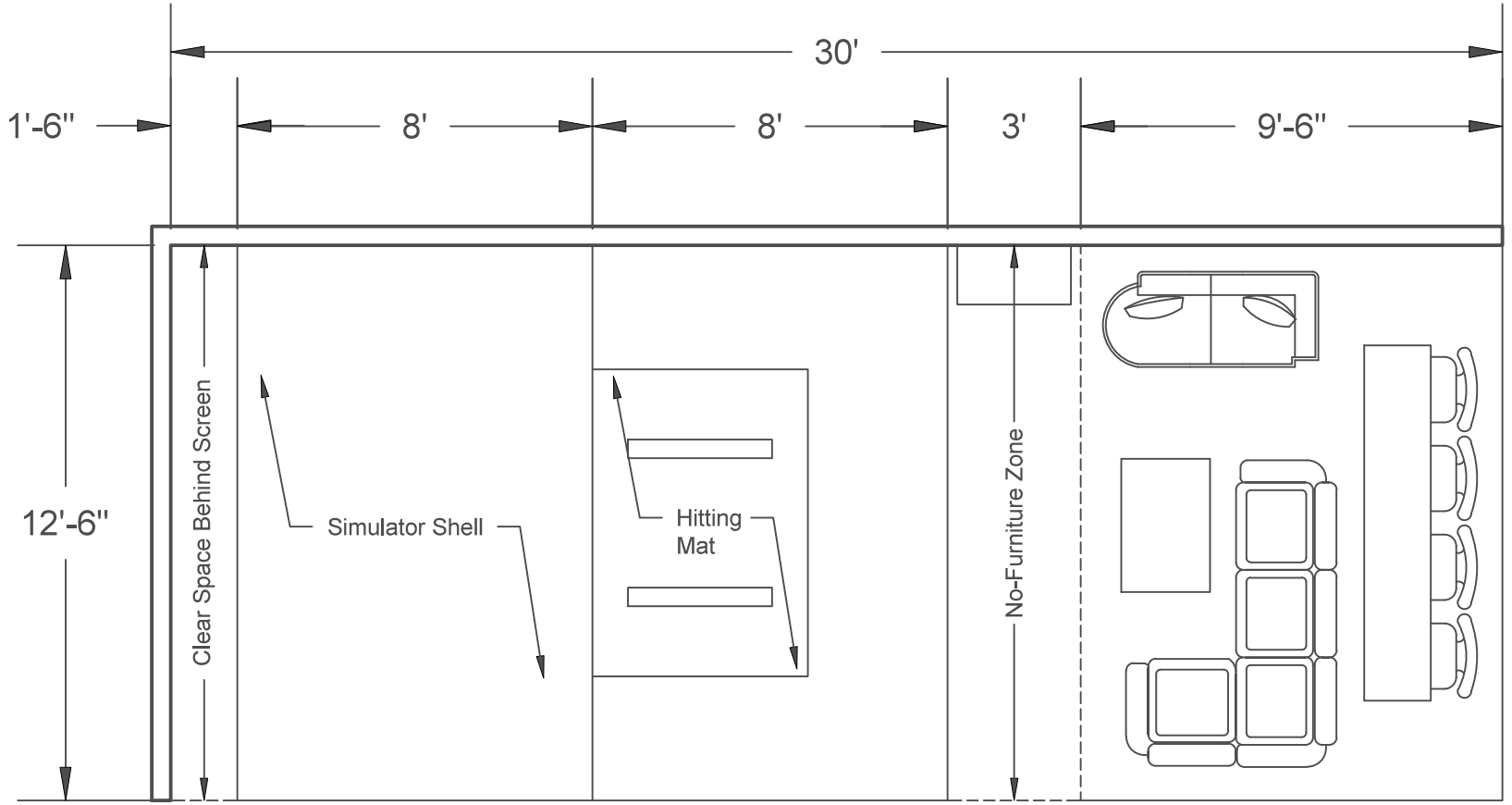


# FOUR SEASONS HOUSTON



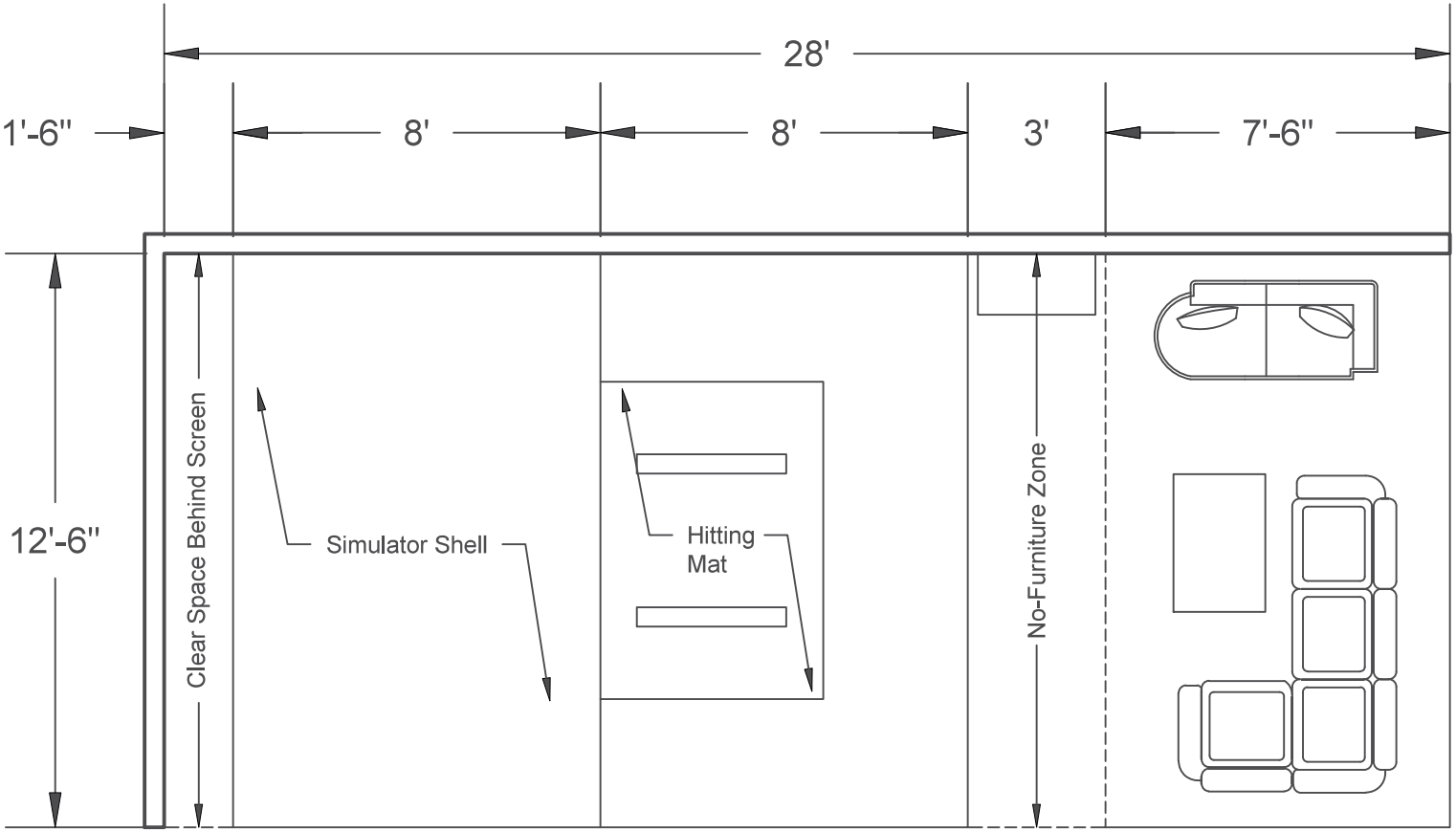
# THE TURN FEATURING TOPGOLF SWING SUITE





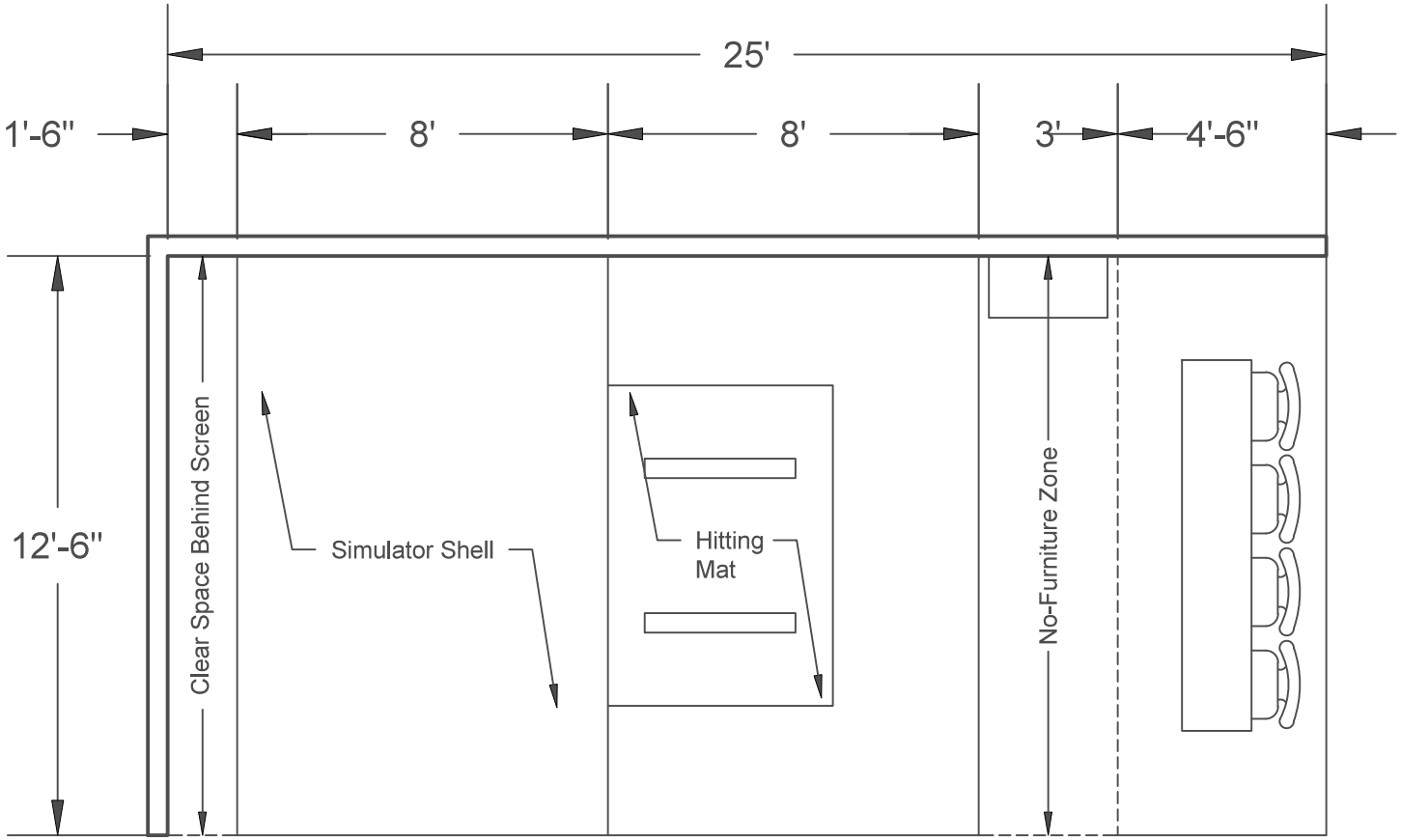

1 Option 1 - 12'-6" x 30' - Table, Couch, Bar Rail, and Stools

Scale: 1/4" = 1'-0"




2 Option 2 - 12'-6" x 28' - Couch(es) and Table

Scale: 1/4" = 1'-0"




3 Option 3 - 12'-6" x 25' - Bar Rail and Stools

Scale: 1/4" = 1'-0"

# FRANCHISE INFORMATION



**PROGRAM OPTIONS:**

- **MOBILE GAMING VENUES**
- **ELITE CENTERS**
- **PREMIER CENTERS**
- **AFFILIATES**

**START YOUR APPLICATION AT CONTENDERESPORTS.COM/START**




# ABOUT US

Contender eSports Franchises, Inc. is a privately held, USA based franchise company with years of experience in retail franchising. By creating each gaming center with a "purpose", Contender eSports makes it simple and pleasurable for guests to have a remarkable experience. Our stores offer extraordinary retail products,  remarkable gaming stations and an atmosphere that is worth sharing a story about.

**Contender eSports With A Purpose**
Screens, games, and consoles are all commodities that anyone with access to the internet can provide. Only Contender eSports creates specialized gaming stations that are expertly created based on nearly 30 years of history.

From the layout of each store to the variety of new and exciting team games, everything we create is designed to help our patrons add to their story of Contender eSports.

**A good business you'll feel good about owning**
"Love what you do, and you'll never work a day in your life." This old saying rings true for our Franchisees, and it could for you, too. As a Contender eSports Franchisee, you'll spend your days helping people enjoy a more fuller life. You'll be serving up their favorite entertainment, games, and engaging STEM learning opportunities hand selected based on popularity and customer requests. Plus, you'll also be serving up laughter and smiles, as you satisfy their cravings for challenges that they love. At the same time, you'll
be teaching your staff members responsibility and the value of living a balanced lifestyle. All the while, building a better future for your family, through business ownership. If that sounds good, a Contender eSports franchise might be the perfect business opportunity for you.

# OUR STORY



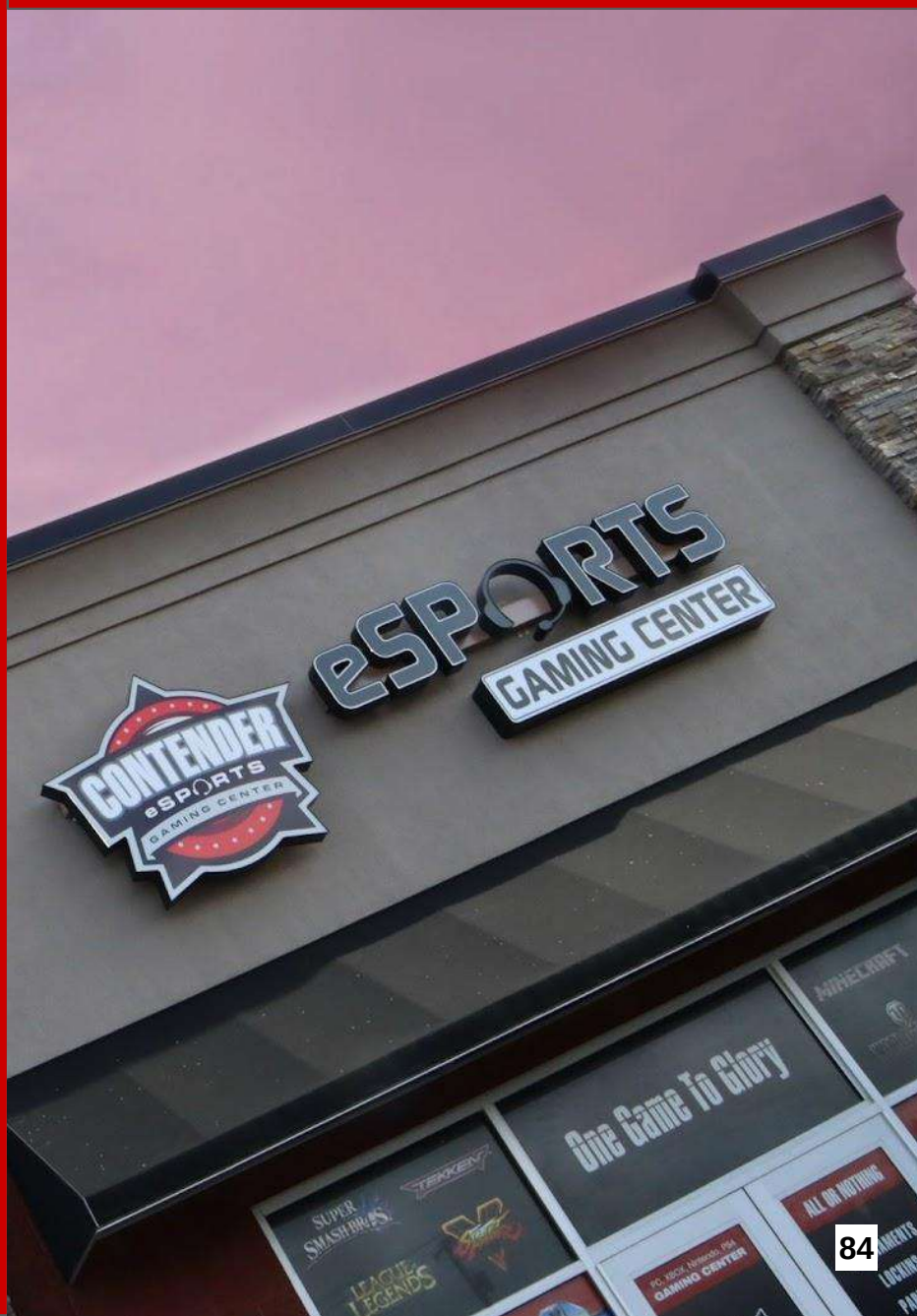
The history of Contender eSports began with an introduction to a top esports furniture company who had supplied nearly 600 locations.

After much discussion with this supplier,  the decision was made to start a new franchising company that not only offered the top line equipment but also contributed to the business development for entrepreneurs wanting to open up their own locations.

Focused on operations, marketing, vendor relationship, managing key metrics, real estate selection, and training, Contender is positioned to be the premier solution for gaming franchises around the world.

While the gaming culture is just now being accepted as a true sport, Contender reinforces this with their guests by creating an environment of learning, growing and competing all while having fun.

Never before had there been a gaming center that drew people from every socioeconomic background. Yet, Contender makes it a point to make sure that every age bracket and level of gameplay is accepted in our top tier facilities.



# SUPPORT

## Product Development

Our dedicated Research & Development group is constantly testing and evaluating new equipment, gaming and technology offerings to enhance the experience, increase traffic and sales for your gaming business and, ultimately, meet the evolving needs of today's conscious consumer.

## Real Estate and Construction

Over time, we've learned that location is one of the most critical factors in the success of a Contender eSports Gaming Center. A great site really is the best investment you can make in your new endeavor.

## Training and Support

Because we've found that total training is a huge key to a Franchisee's success, we'll give you step by step instruction on all things Contender eSports. Of course, we don't stop there.

## Marketing

Yes, people love our gaming centers, and we value that highly. We use clever marketing strategies and tactics to keep our regular patrons coming back, and to find new ones, too.

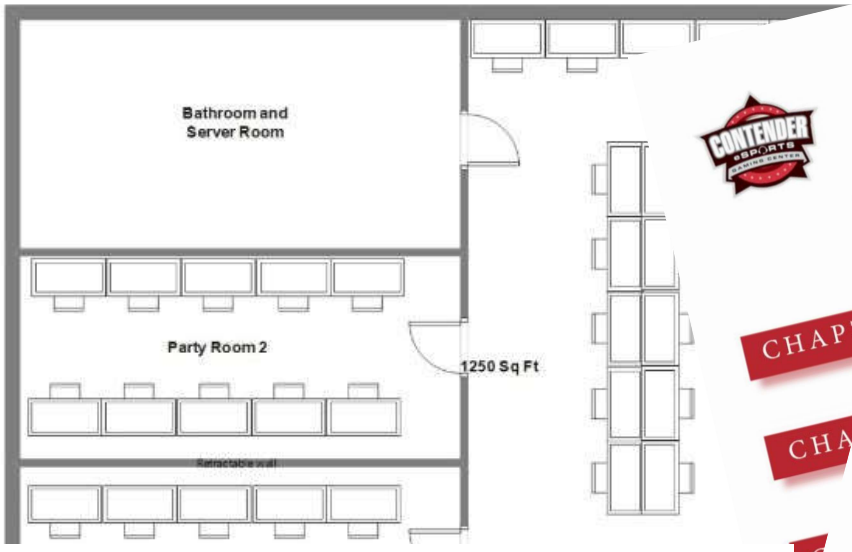
## Technology

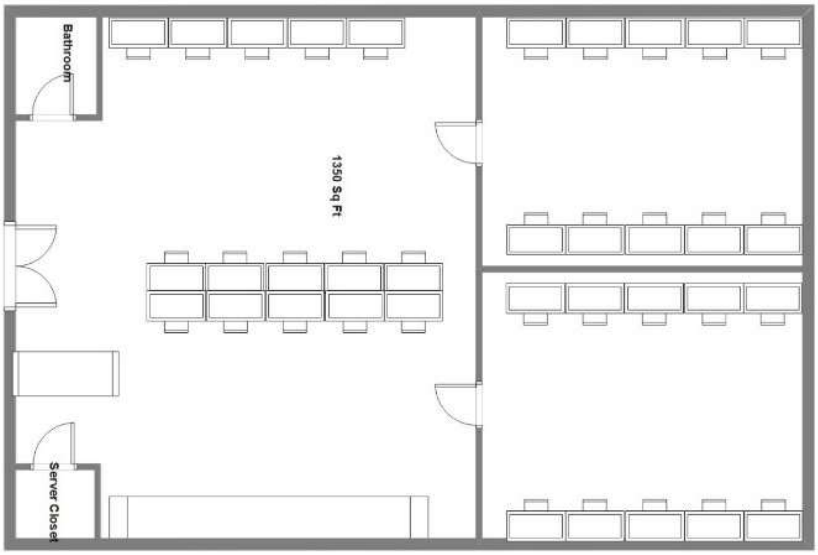
Over the last 30 years, our strategic partners have refined our business systems to remove as much error as possible. From the chairs, keyboards, headsets and desks we use to our POS systems, displays and retail. The result is a business system that's simple and easy to comprehend, letting you spend more time providing the personal service and guest connections that brings people back, again and again.

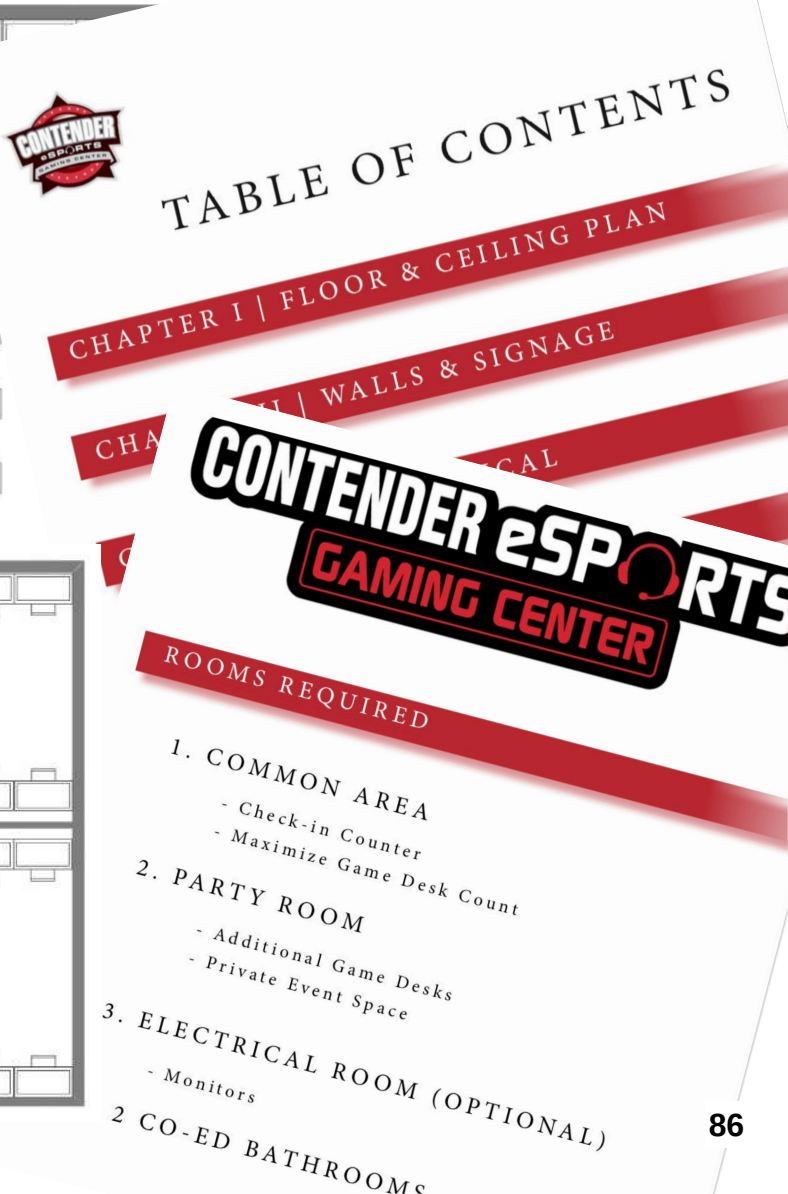
# OUR SERVICES

Our franchisees are provided with complete support from A-Z on setting up their new business. From the time an agreement is signed for a protected and exclusive territory, we assign them to our national site selection real estate agency to find the very best location in their city. Once the locations are found, all designs and equipment can be secured, shipped, installed and made operational within 90 days.

We also provide complete and thorough business training, on-site training, marketing support and everything else to make this business as turnkey as possible.



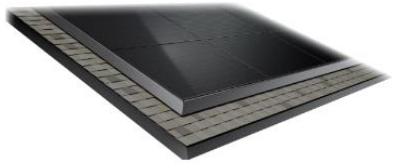



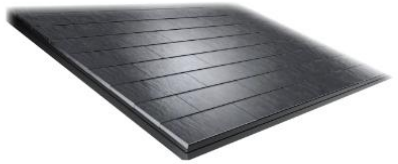
SOLEIL ENERGY

TESLA ENERGY

# SITE-WIDE SOLAR ENERGY MICRO-GRID



Solar Panels



Solar Roof



Powerwall



Megapack



Supercharging



Charging

## Applications

**Renewable Smoothing**
Balance the flow of renewables to the grid by storing and discharging energy

**Voltage & Frequency Regulation**
Stabilize voltage levels by absorbing reactive power and adjusting output

**Demand Support**
Discharge energy during peak demand to support distribution infrastructure

**Market Participation**
Provide energy support to the grid in response to system operator alerts

**Infrastructure Investment**
Postpone costly grid infrastructure upgrades by storing power at a single location

**Microgrid**
Build a localized grid that can disconnect from the main power grid




GENERAL DEVELOPMENT PLAN NOTES:

HESTER FARMS MIXED-USE DEVELOPMENT

INTENDED USE: THE PROPOSED HESTER FARMS MIXED USE DEVELOPMENT LIES WITHIN PARCEL 70978 05016. THE PROPOSED PROJECT WILL CONSIST OF MEDICAL/GENERAL OFFICES, RETAIL, GROCERY STORES, HOTEL, AND CHILDCARE. THE DEVELOPMENT WILL INCLUDE A NEW PARKING LOT AND ASSOCIATED INFRASTRUCTURE TO BE CONSTRUCTED ON +/- 12.27 AC

**OWNER/DEVELOPER:**

LJB ENTERPRISES, LLC
1900 SAINT GEORGES WAY
MICHELLVILLE, MD 20721
864-357-4545
LARAYBENTON@GMAIL.COM

**LOT, BUILDING AND SITING REQUIREMENTS**

ZONING: C-2 COMMERCIAL
MIN. LOT AREA = 1 ACRE
MIN. LOT WIDTH = 150 FT
MAX. BUILDING HEIGHT = 45 FT
MAX. BUILDING COVERAGE = 60%
MIN. SETBACKS
- FRONT = 25 FT
- STREET SIDE = 25 FT
- SIDE ABUTTING RESIDENTIAL= 35 FT
- SIDE ABUTTING COMMERCIAL AND INDUSTRIAL DISTRICTS= 15 FT
- REAR ABUTTING RESIDENTIAL= 35 FT
- REAR ABUTTING COMMERCIAL AND INDUSTRIAL DISTRICTS= 15 FT

PARKING & DRIVE ISLES
PARKING STALLS: 9' X 18' (90°)
ROAD WIDTH: 24' TWO-WAY (12' LANES)
CURB & GUTTER: 1' GUTTER, 6" CURB

**PARKING REQUIREMENTS FOR DEVELOPMENT ZONE: C-2**

A. MEDICAL/GENERAL OFFICE: 1 SPACE PER 200 SF (UFA)
20,124 SF X 3 FLOORS = 60,372 SF/200 SF = 403 SPACES REQUIRED
B. MEDICAL/GENERAL OFFICE: 1 SPACE PER 200 SF (UFA)
17600 SF X 3 FLOORS = 52,800 SF/200 SF = 264 SPACES REQUIRED
C. HOTEL: 1 SPACE PER GUEST UNIT + SPACES FOR ANCILLARY USES
150 UNITS = 150 SPACES REQUIRED
D1. POST OFFICE/FEDERAL OFFICE: 1 SPACE PER 200 SF (UFA) + 1 SPACE PER EMPLOYEE AND ADDITIONAL SPACE FOR DELIVERY VEHICLES
10,125 SF/200 SF = 51 SPACES REQUIRED
D2. RESTAURANT (SIT DOWN): 1 SPACE PER 75 SF (UFA) = 5,000 SF/75 SF = 67 SPACES REQUIRED
E. RETAIL + GROCERY STORES
+/- 4,500 SF RETAIL STORES X 3 = 1 SPACE PER 250 SF (UFA) = 54 SPACES
+/- 10,000 SF GROCERY STORE = 1 SPACE PER 200 SF (UFA) = 50 SPACES

F. CHILDCARE: 1 SPACE PER 2 EMPLOYEES = 40 SPACES REQUIRED
G. RETAIL/PARKING GARAGE: 1 SPACE PER 200 SF (UFA)
12,000 SF / 250 SF = 48 SPACES REQUIRED

TOTAL SPACES REQUIRED: 1,127 SPACES
TOTAL SPACES PROVIDED: 435 (PARKING LOT) + 692 (PARKING GARAGE) = 1,127 SPACES

NOTE: MINIMUM PARKING SPACES REQUIREMENTS OF THIS SECTION SHALL NOT BE EXCEEDED BY MORE THAN 10 PERCENT UNLESS APPROVED BY THE CITY COUNCIL.

**SITE COVERAGE**

TOTAL AREA: 12.27 AC
IMPERVIOUS AREA: 9.26 AC (75.46%)
- BUILDINGS: 2.37 AC
- ASPHALT PAVEMENT: 4.37 AC
- CONCRETE (SIDEWALKS, CURBS AND GUTTERS): 1.31 AC
- STORMWATER POND: 1.21 AC

PERVIOUS AREA: 3.01 AC (24.54%)

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED BUILDINGS
- PROPOSED PONDS
- PLAYGROUND AREA
- PERVIOUS AREA
- EXISTING CONCRETE
- EXISTING ASPHALT PAVEMENT
- PROPERTY LINE
- BUILDING SETBACK LINE

Know what's below. Call before you dig.

GRAPHIC SCALE 1" = 60'
0' 60' 120'

NOT RELEASED FOR CONSTRUCTION

REVISIONS

ROBERTS CIVIL ENGINEERING
ST. SIMONS ISLAND | SAVANNAH | JACKSONVILLE | CHARLESTON
WWW.ROBERTSCIVILENGINEERING.COM

GENERAL DEVELOPMENT PLAN

Hester Farms
Port Wentworth, GA
PREPARED FOR:
LJB Enterprises, LLC

DATE: 08/02/24
PROJECT NUMBER: 24508
DRAWN BY: JLV
CHECKED BY: JLV
SCALE: 1":60'

GDP

SHEET:


PROPOSED REZONING OF STEVEN & JANET HESTER PROPERTY FROM RURAL AGRICULTURL (R-A) TO C-2 COMMERICIAL ZONING CLASSIFICATION
PROPOSED HESTER FARMS BLVD
Perimeter
3,621 ft
Area
12.27 ac
Start new
95
405
95
3D
89
Google
100%
100 m
Camera: 801 m 32°10'54"N 81°12'08"W
8 m


CITY OF PORT WENTWORTH
REGIONAL PARK COMPLEX
& SAVANNAH GHOST PIRATES
TRAINING FACILITY
PROPOSED REZONING OF STEVEN & JANET HESTER
PROPERTY FROM RURAL AGRIGULTURAL (RA) TO C-2
COMMERICIAL ZONING CLASSIFICATION
PROPOSED HESTER FARMS BLVD
LUXURY HOTEL &
CONVENTION CENTER
5.5 AC PAD
INSTITUTIONAL
DEVELOPMENT
SITE 3 AC PAD
1.5 AC
PAD
0.75 AC
PAD
1 AC
PAD
0.75 AC
PAD
Perimeter
3,621 ft
Area
12.27 ac
Start new
95
405
95
3D
Google
100%
100 m
Camera: 801 m
32°10'54"N 81°12'08"W
8 m
90

# MEINHARD MEDICAL PAVILION

440 MEINHARD ROAD, PORT WENTWORTH, GA 31407





# ELEVATE THE PATIENT EXPERIENCE

## ACCESS, DESIGN AND CONVENIENCE







## PROPERTY HIGHLIGHTS:

- 117,000 SF
- 2,500 to 20,000 SF suites available
- Delivering Fall 2025
- Prominent signage opportunity for full floor user

## BUILDING FEATURES:

- Dedicated parking lot adjacent to building
- Typical slab-to-slab 13’ 8”
- 2 passenger elevators and 1 gurney-sized elevator
- 9’0” finished ceiling height
- Dedicated patient drop off/pick up lane

## FINANCIAL OVERVIEW:

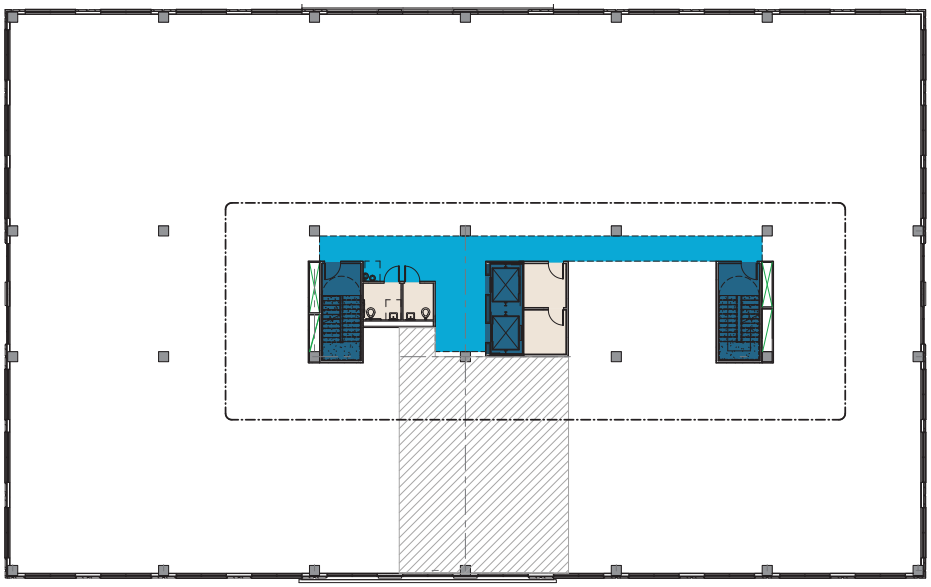
- $27/PSF, NNN
- Lease Term: 10+ years
- TI Allowance: TBD
- Parking allowance available

# FALL 2025 DELIVERY





## TYPICAL FLOORPLAN:



## SPACE FEATURES:

- Column free space
- 30'x30' column spacing
- Highly efficient floorplates that are easily divisible for multi-tenant floors
- Common area restrooms
- Prominent elevator lobby exposure

## STACKING PLAN:

MEDICALLY INTEGRATED WELLNESS PROVIDER - 23,400 SF

AVAILABLE—23,400 SF

DERMATOLOGY & BARIATRIC MEDICINE

MENTAL HEALTH & COUNSELING

ORTHOPEDIC

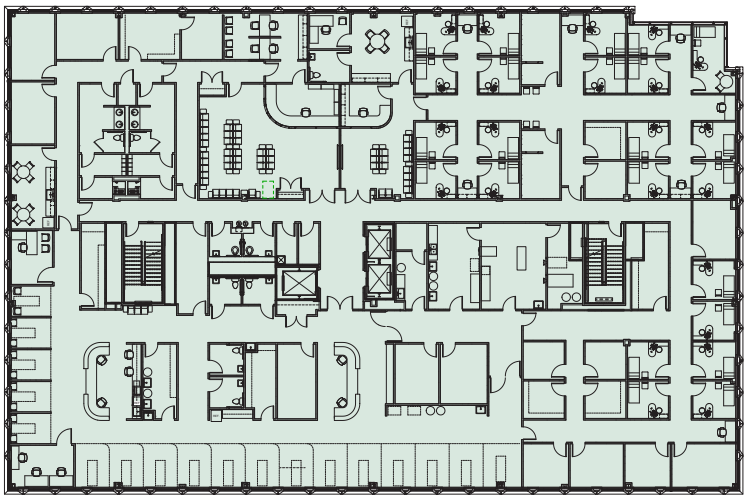
AMBULATORY SURGERY CENTER

IMAGING & RADIOLOGY

PRIMARY CARE

DENTISTRY

## BLOCKING PLAN



## BLOCKING PLANS - 2,000- 5,000 SF OPTIONS



## BLOCKING PLANS - FULL FLOOR / 10,000 SF OPTION





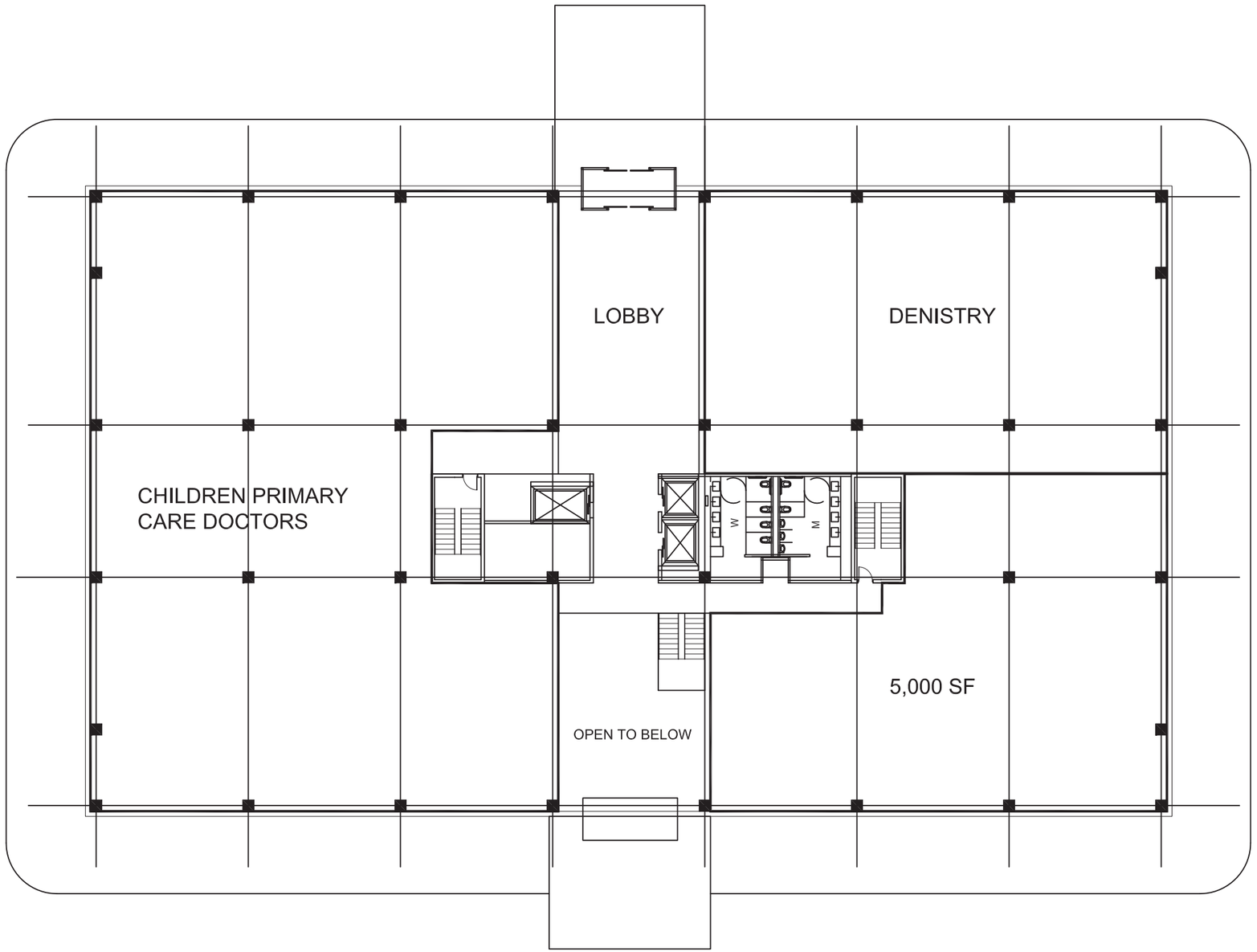

LOWER LEVEL FLOOR PLAN



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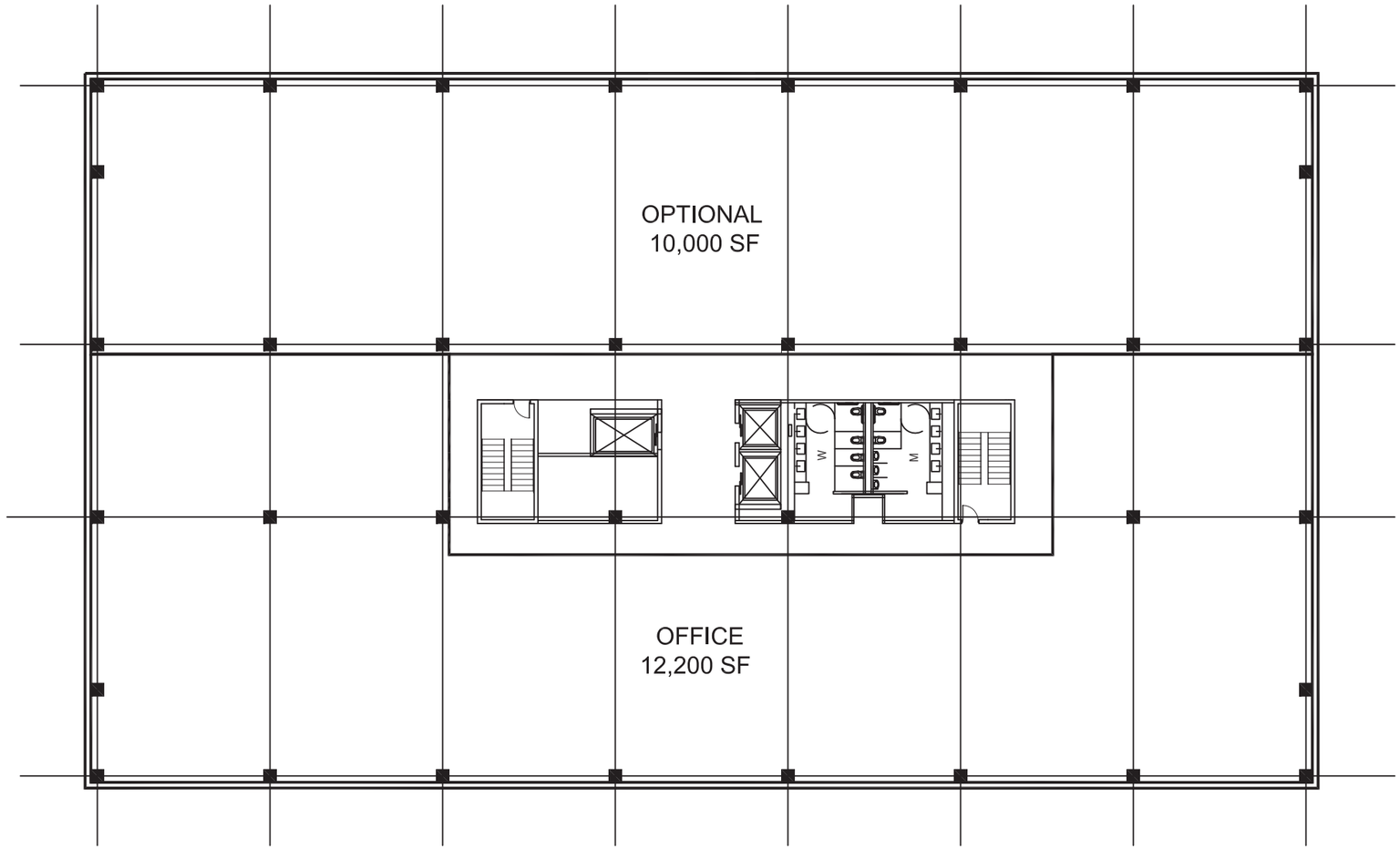

GROUND FLOOR PLAN



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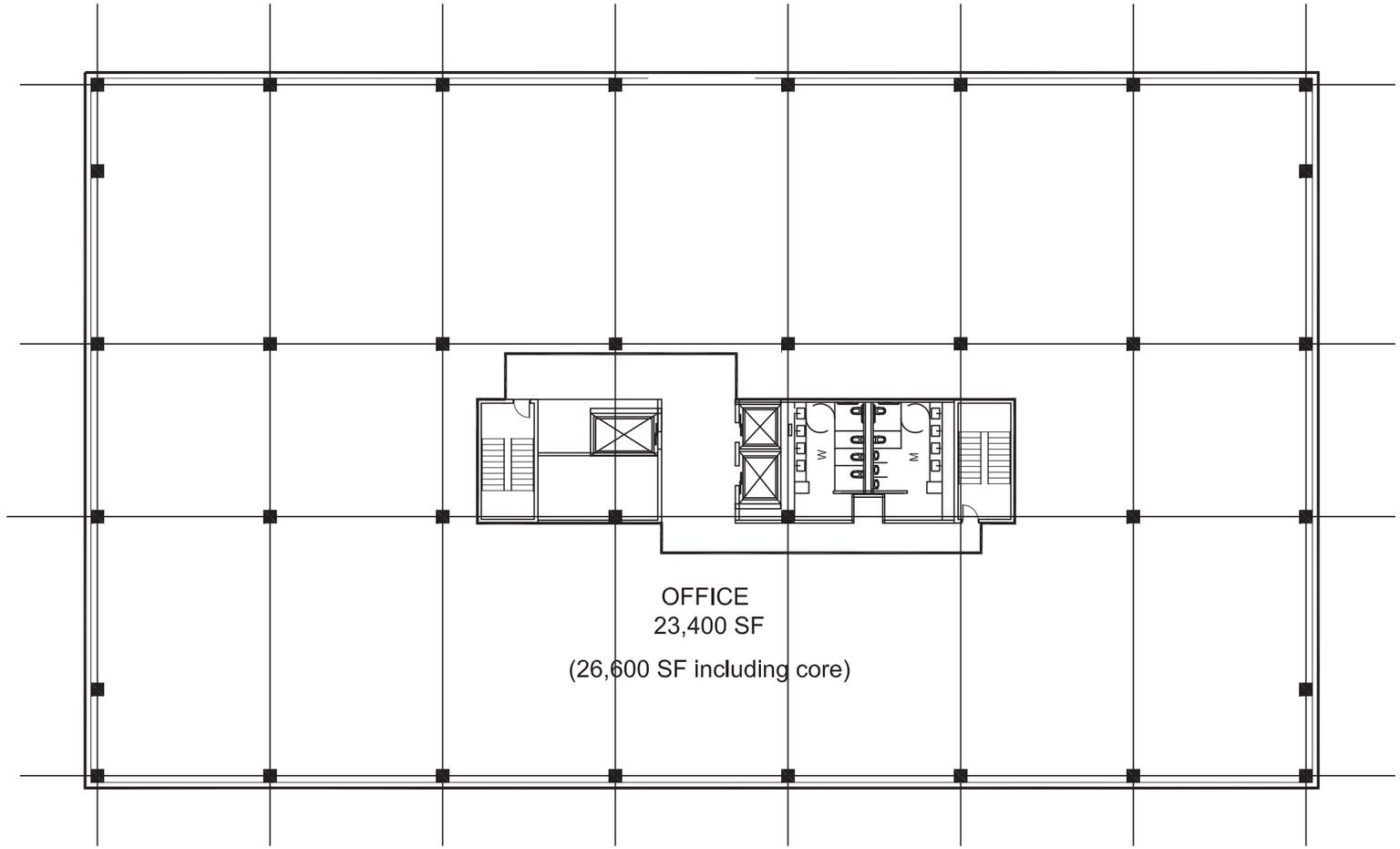

# SECOND FLOOR PLAN



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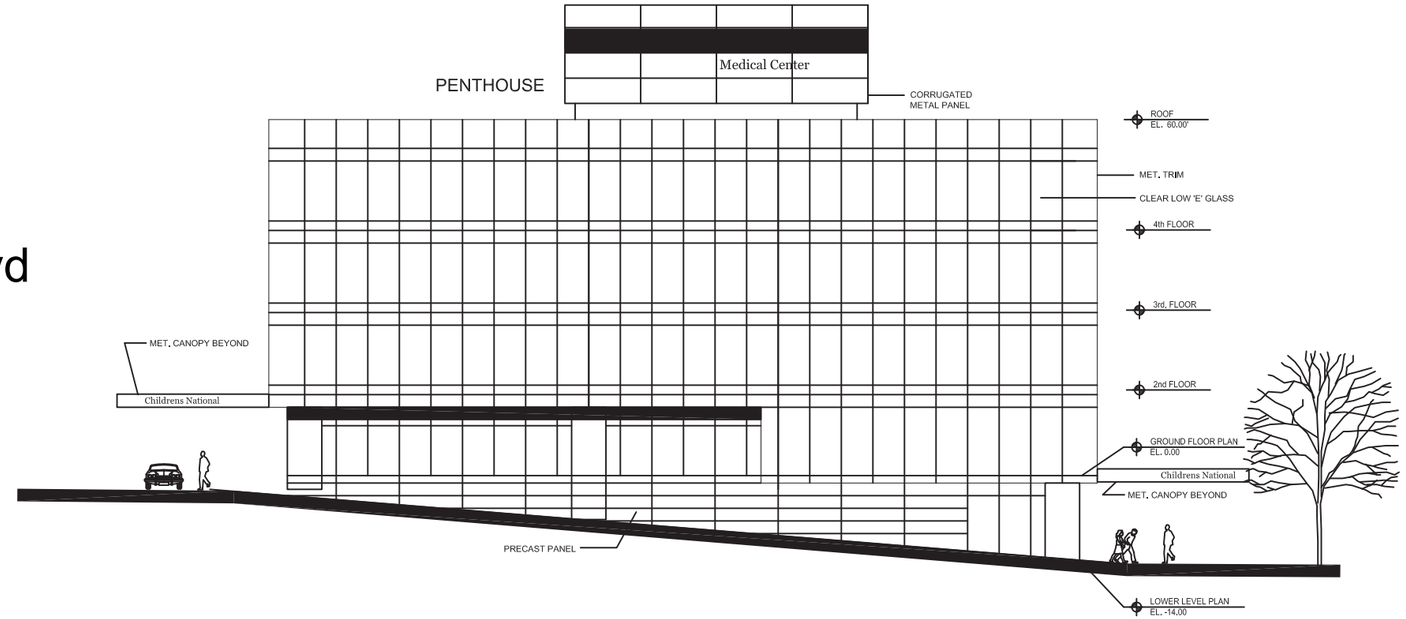
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# 3 rd - 4th FLOOR PLAN

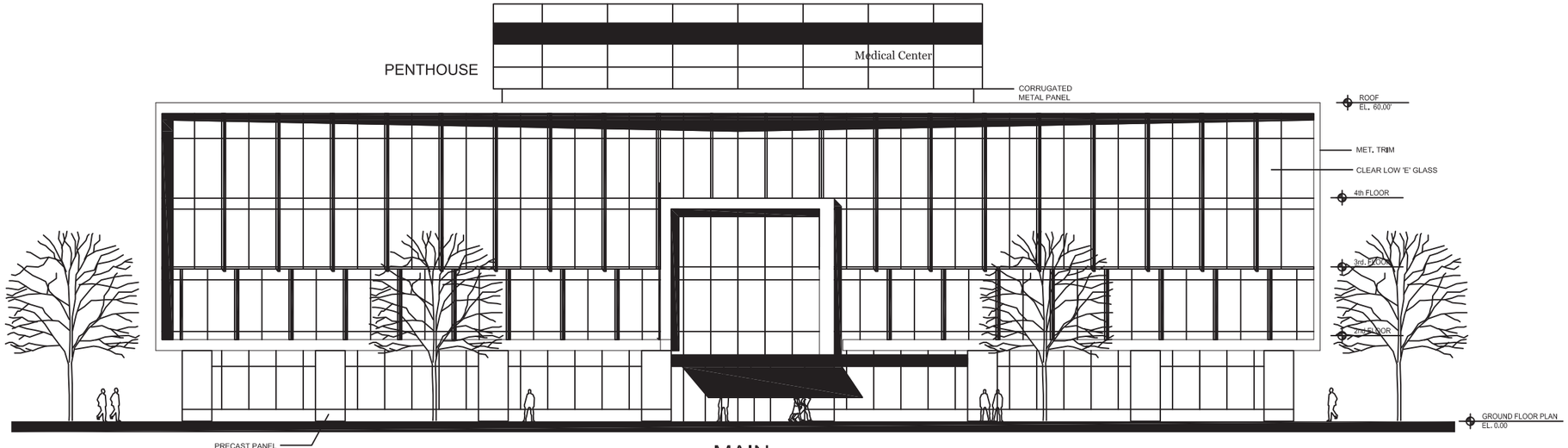

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Hester Farms Blvd Side




SIDE ELEVATION

Interstate I-95 Side




FRONT ELEVATION

Hester Farms Blvd View

MEINHARD MEDICAL PAVILION

CONCEPT DESIGN

dp+partners, llc

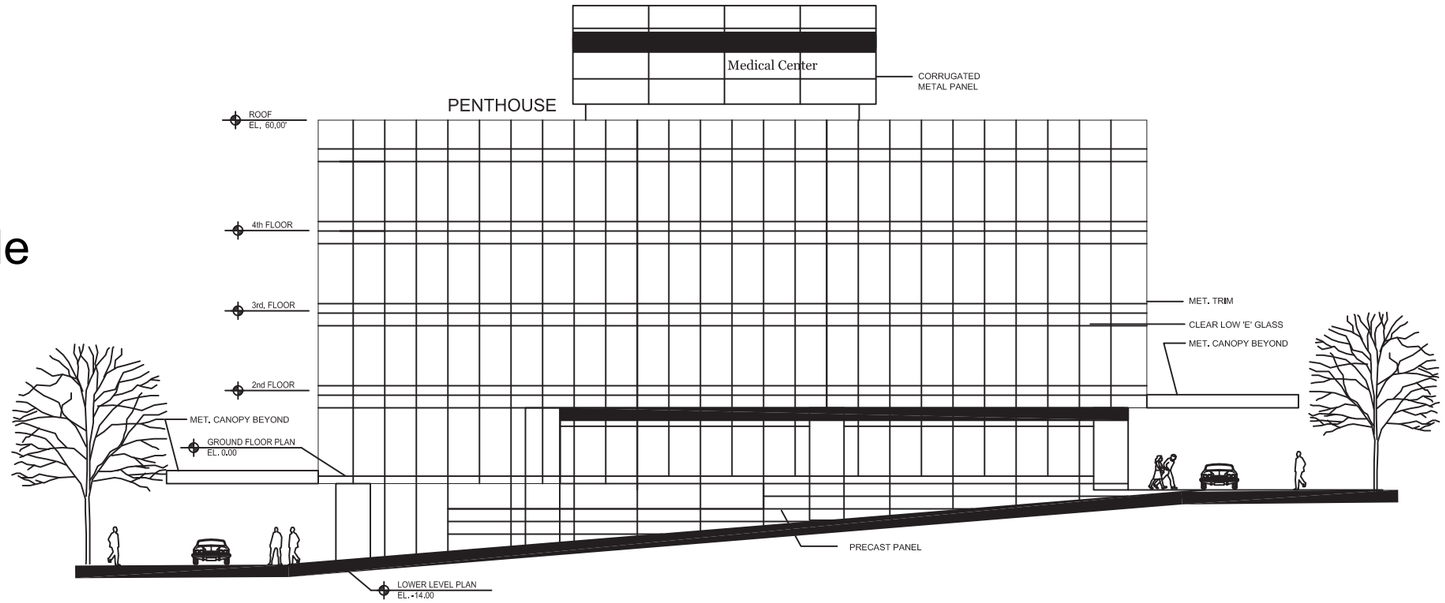
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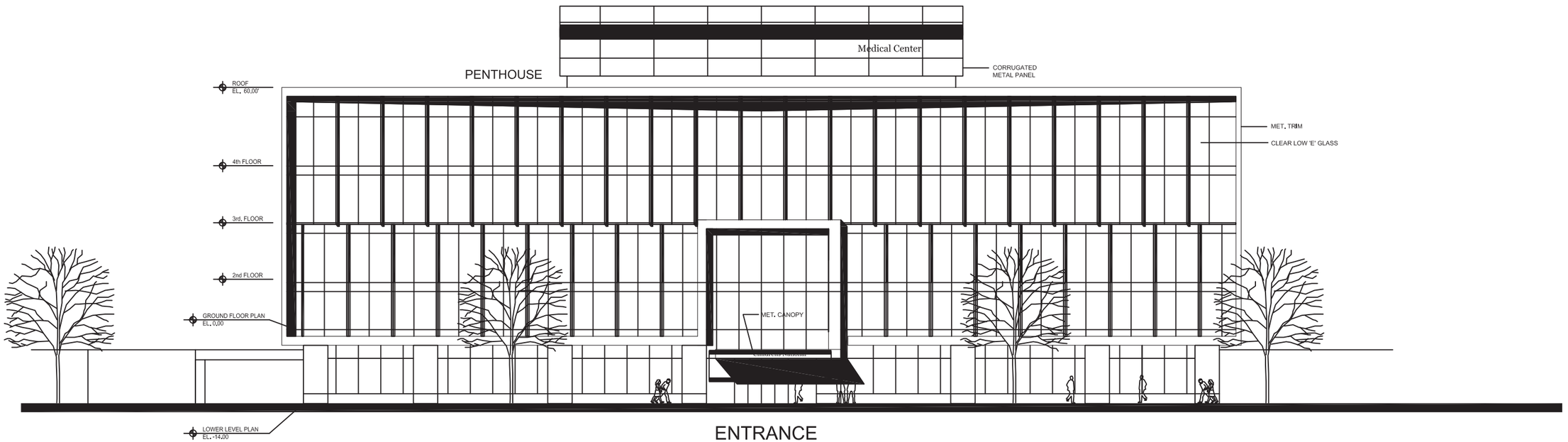
400 7TH STREET, NW, SUITE 204 WASHINGTON, DC 20004 - TEL:(202)999-4378 - FAX: (202)450-4160

Interstate I-95 Side

Hester Farms Blvd Side




SIDE ELEVATION




BACK ELEVATION

Interstate I-95 View

MEINHARD MEDICAL PAVILION

CONCEPT DESIGN

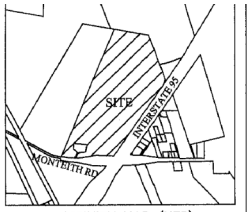
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RECEIVED FOR RECORD
2010 DEC 27 P 4:15
DANIEL G. STEEN
CLERK
SUPERIOR COURT



VICINITY MAP (NTS)

7-0978 -05-002
NOW OR FORMERLY
WENDELYN & WILLIAM GRAH HESTER

7-0978A-02-009
NOW OR FORMERLY
NEWPORT HOMEOWNERS ASSOCIATION

PARCEL A
STEVEN M. HESTER
12.27 ACREES

CEMETERY
1.46 ACREES

PARCEL B
ROBERT L. HESTER
53.50 ACREES

PARCEL C
ROBERT L. HESTER
23.94 ACREES

7-0978 -05-008
NOW OR FORMERLY
JOHN ROBERT HESTER &
MARJORIE D HESTER AS TRUSTEE

7-0976 -02-021
NOW OR FORMERLY
ENCLAVE • NEWPORT LAKES LLC

7-0977 -02-002
NOW OR FORMERLY
2195 DEVELOPERS LLC &
SOUTH POINTE DEVELOPERS LLC

MONTEITH ROAD
INTERSTATE 95 300' R/W
LITTLE HURST BRANCH CANAL
GAS LINE EASEMENT
EARTH ROAD
APPROXIMATE FLOOD LINE
ZONE X
ZONE AE ELEV 12.0
FIELD
POND
TOWER SITE
BILLBOARD

R=902.65'
CH=209.09'
CH BRG=N 80°14'38" W
ARC=209.56'
N 86°35'15" W 225.65'
S 84°05'29" W 272.43'
S 84°05'29" W 157.77'
N 86°54'14" W 282.97'
N 29°20'36" E 612.24'
1,216.27'
604.03'
342.67'
N 29°20'36" E 588.33'
532.96'
2,109.02'
644.46'
S 75°56'05" E
811.09'
1145.04'
500.25'
999.46'
342.33'
S 24°30'23" W
S 11°01'00" E
866.44'
2,311.91'
S 36°51'02" W
S 06°40'20" W 152.19'
N 81°39'20" W 328.90'
S 32°57'54" E 767.40'
113.27'

| NO | LENGTH | BERING | NO | LENGTH | BERING |
|---|---|---|---|---|---|
| L1 | 110.03' | S 16°52'30" W | L8 | 97.92' | S 76°03'02" E |
| L2 | 105.18' | S 50°01'50" E | L9 | 113.27' | N 86°55'07" W |
| L3 | 160.47' | S 06°00'00" W | L10 | 25.56' | N 84°05'29" E |
| L4 | 156.56' | N 06°00'00" E | | | |
| L5 | 160.66' | S 87°10'10" E | | | |
| L6 | 299.94' | N 17°15'24" E | | | |
| L7 | 189.92' | N 17°28'40" E | | | |

IN MY OPINION, ACCORDING TO THE PROVISIONS RELATIVE TO GEORGIA CODE SECTION 15-6-67(d) DO NOT REQUIRE APPROVAL OF THIS PLAT BY ANY GOVERNING AUTHORITY PRIOR TO THE RECORDING WITH THE CLERK OF SUPERIOR COURT.

IPF - IRON PIPE FOUND
IRS - IRON ROD SET
CMF- CONC MONUMENT FOUND

EQUIPMENT USED: TOPCON ELECTRONIC TOTAL STATION
ANGULAR ERROR PER POINT = 04"
ADJUSTED BY COMPASS RULE:
PLAT ERROR OF CLOSURE: 1/600,000
FIELD ERROR OF CLOSURE: 1/21,200
FIELD SURVEY DATE: 12-20-2010

GEORGIA REGISTERED No. 2509 PROFESSIONAL LAND SURVEYOR MICHAEL A. HUSSEY

12-27-2010

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

In my opinion, in accordance with F.I.R.M. map no. 13051C0040 F dated September 26, 2008, a portion of this property does fall within a designated flood hazard area. ZONE AE ELEV 12.0

NOTE: TO MY KNOWLEDGE A WETLAND DELINEATION HAS NOT BEN OBTAINED FOR THIS PROPERTY

GRAPHIC SCALE
1" = 200'
0' 100' 200' 300' 400' 500'

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

# PLAT OF A DIVISION OF THE ROBERT HESTER ESTATE, BEING PORTIONS OF LOTS 2,3, & 4 AND A 23.94 ACRE PORTION OF SAID ESTATE NORRIS SUBDIVISION 8TH G.M. DISTRICT, PORT WENTWORTH CHATHAM COUNTY, GEORGIA

FOR: ROBERT L. HESTER AND STEVEN M. HESTER

45P-13

DATE: 12-22-2010

SCALE: 1" = 200'

102
https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2268650&key1=45P&key2=13&county=25&countyname=CHATHAM&userid=189537&appid...

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department: Administration
Category: Agreement
Prepared By: Zahnay Smoak
Department Head:

**AGENDA ITEM (ID )**

DOC ID:

**EOM – Agreement for Operations, Maintenance, and Management Services**

**Issue/Item:** Agreement between The City of Port Wentworth and EOM for Operations, Maintenance, and Management Services of the Wastewater Treatment Plant, Wastewater Pump Stations, and Water Treatment.

**Background:** The City of Port Wentworth currently has an agreement with EOM Operations for the operations, maintenance, and management services of the Wastewater Treatment Plant, Wastewater Pump Stations, and Water Treatment. Maintaining an agreement for this facility and the included assets is vital in successful operation of wastewater and stormwater management.

## Facts and Finding:

EOM agrees under the agreement listed to provide operation, maintenance, and management services for the wastewater treatment plant. Within the agreement, all changes exceeding five-thousand dollars must have the approval of the City. EOM accepts responsibility for the operations and monitoring of the wastewater treatment plant 24 hours per day, 7 days per week. Ensuring that staffing levels will be sufficient to always meet safety requirements and all regulatory agency requirements. This includes all responses to emergency calls 24 hours per day, 7 days per week, within (1) hour of their occurrence. The agreement shall be for twenty-four (24) months commencing on September 1st, 2024, and ending on August 31st, 2026. The agreement shall automatically renew for an additional twenty-four (24) month period, unless notice of nonrenewal is provided 90 days prior to the date of renewal.

## Funding:

$832,416.00 annually or $69,368 per month

## Recommendation:

# AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

City of Port Wentworth

This agreement is made and entered into this ____ day of _____, 2024, by and between **City of Port Wentworth**, an incorporated municipality existing under the Laws of the State of Georgia and situate, lying and being within Chatham County (hereinafter "Owner"), whose address for any formal notice is 7724 GA Highway 21, Port Wentworth, Georgia 31329, and EOM Operations, a division of EOM Public Works, LLC, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "EOM"), whose address for any formal notice is 480 Edsel Drive, Ste. 100, Richmond Hill, GA 31324.

Owner and EOM agree:

## 1. General Conditions

1.1 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.

1.2 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and EOM.

1.3 This Agreement sets forth the general terms and conditions which shall govern the relationship and performance of Owner and EOM. EOM shall provide services as set forth in the Agreement and subsequent amendments.

1.4 This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms “Owner” and “EOM” shall include their respective officers, agents, directors, elected or appointed officials, and employees.

1.5 From time to time Owner may request that EOM provide services. Each request shall be documented in a Service Agreement consistent with the format consistent to this Agreement, and, upon acceptance by Owner and EOM, shall be considered an amendment to this Agreement.

1.6 Upon execution of this Agreement, Owner and EOM shall designate specific individuals to act as Owner’s and EOM’s representatives with respect to the services performed or furnished under this Agreement. Such individual shall have authority to transmit instructions, receive information, and render decisions with respect to materials, equipment, elements and systems pertinent to EOM’s services.

1.7 "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BODs.

1.8 “Base Fee" means the compensation paid by Owner to EOM for the services defined in this Service Agreement for any year of the Service Agreement related to labor, employee benefits, overhead, general liability, workers compensation, payroll taxes, personal protective equipment, cellular phones and uniforms. The Base Fee is specified in Section 16 and will be renegotiated annually. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services or repair costs.

1.9 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal

of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides

1.10 "BOD" means Biochemical Oxygen Demand.

1.11 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars ($5,000.00) and are deemed by the Owner to be a Capital Expenditure; or (2) Major Repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars ($5,000.00) and are deemed by the Owner to be a Capital Expenditure; or (3) expenditures that are planned, non-routine, and budgeted by Owner and are deemed by the Owner to be a Capital Expenditure.

1.12 "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this Service Agreement which are anticipated as long-term events (greater than one year). Such events or services include, but are not limited to, services and/or cost presently the responsibility of Owner, newly mandated regulatory requirements, construction and the impact thereof, and changes in the Project(s) characteristics.

1.13 "Cost" means the total of all costs determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), including, but not limited to, direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.

1.14 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Costs, but are related to or similar in nature to the services contemplated under this Service Agreement, including, but not limited to, services and/or cost for plant or facility upgrades, rate studies, short-term construction and the impacts thereof, engineering studies, and other short-term incidental projects.

1.15 "Preventive Maintenance Cost" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or EOM to maximize the service life of the equipment, sewer, vehicles, and facility.

1.16 "Project" means all equipment, vehicles, grounds, and facilities described herein, and, where appropriate, the operations, maintenance, and management of such.

1.17 "Repair Costs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure of or to avert a failure of the equipment, sewer, vehicle or facility or some component thereof.

1.18 "TSS" means total suspended solids.

1.19 "Force Majeure" means any event or condition including but not limited to (i) fire, flood, strike, acts of God, acts of public enemy, war blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body; (iii) labor disputes, strikes, work showdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of EOM; (iv) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

1.20 "Major Unforeseen circumstances" means any event or condition including but not limited to (i) force majeure events or conditions; (ii) mechanical failure due to design flaws, normal wear and tear or improper installation provided by others; (iii) the presence of Biologically Toxic Substances in the influent or the presence of

hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project.

## 2. General Services

2.1 Pay all labor related expenditures incurred in normal project operations except as otherwise included in Owner's responsibilities.

2.2 Alter as needed the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of Five Thousand Dollars ($5,000.00).

2.3 Staff the Project with sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Service Agreement, and, where appropriate, have met the certification requirements mandated by the State of Georgia.

2.4 Use a computerized maintenance management system (CMMS) software platform for operations and maintenance. The CMMS software platform will track all preventative and corrective maintenance activities, cost and histories. Historical data will be readily available.

2.5 Maintain a detailed inventory control system for routine and critical spare parts to include current levels, purchasing history and usage.

2.6 EOM agrees to provide job-related training for personnel in the areas including, but not limited to, operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform work required of their respective positions, EOM shall provide the training and agree with the employee to a reasonable timeframe for the employee to qualify for such certificate, license or authority.

2.7 Place, at each permanently staffed project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. This program will include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.

2.8 Provide documentation and assistance for the Owner to enforce all warranties on new equipment after the effective date of the Service Agreement.

2.9 Be responsible for the operation and monitoring of the Project 24 hours per day, 7 days per week. Staffing levels will be sufficient to meet safety requirements and all regulatory agency requirements at all times, including response to emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. EOM shall designate, as a minimum, one (1) staff member as standby to respond to such calls.

2.10 Maintain aesthetics of the facilities:

2.10.1 In general, maintain all facilities in a clean, neat, and orderly fashion.

2.10.2 Administrative and other occupied spaces shall be kept clean, dry, and habitable.

2.10.3 Other spaces and floors shall be free of sewage, screenings, sludge, and debris.

2.10.4 Equipment, tools, and materials will be properly stored.

2.10.5 Grass shall be maintained, and other grounds shall be free of noxious weeds.

2.11 Utilize Owner-provided security devices during EOM's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm, where applicable. Upon exiting the Project, EOM shall make sure that all Project gates and structures are locked and that any security alarms are activated.

2.12 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.

2.13 Document all repairs and maintenance performed for the project. Repair expenses outlined in Section 14 Repairs and Maintenances Expenses. Owner shall have the right to inspect these records during normal business hours.

2.14 Assist Owner in the annual budget preparation process to include a list of all anticipated capital expenditures and operating budgets.

2.15 Provide Owner with monthly reports containing treatment performance data, completed work orders, budget expenses, inventory and project updates.

2.16 EOM shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided to Owner by EOM. All visitors to the Project shall comply with EOM's operating and safety procedures.

## 3. Wastewater Treatment Plant

3.1 Within the design capacity and capability of the Wastewater Treatment Plant, manage, operate, and maintain the facility so that effluent discharged from the facility meets the requirements specified in NPDES Permit No. GA0038814, unless one or more of the following occurs: (1) Plant influent does not contain Adequate Nutrients to support operation of the facility's' biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process(es) and facility; (2) discharges into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance; and (3) the flow, influent biochemical demand (BODs), and/or total suspended solids (TSS) exceeds the Plant's design parameters.

3.2 In the event any one of the Project influent characteristics, suspended solids, BODs, or flow, exceeds the design parameters stated above, EOM shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within-design parameters.

| Characteristics Exceeding Design Parameters By | Recovery Period Maximum |
|---|---|
| 10% or Less | 5 days |
| Above 10%, Less than 20% | 10 days |
| 20% and Above | 30 days |

3.3 Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then EOM will have a 30-day recovery period after the influent is free from said substances or contains Adequate Nutrients.

3.4 A change of ten percent (10%) or more in any of the current permit characteristics during the term of this Agreement shall constitute a change in scope.

3.5 EOM shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

3.6 Operate the facilities in a manner such that odor and noise are minimized within the design capacity and capabilities of the facilities. The cost of any upgrades or modifications to the facility above its capacity and specifications to accomplish this will be treated as a Capital Improvement.

3.7 Prepare and submit transmittals to appropriate agencies all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. EOM shall comply with all current local, State, and Federal notice and reporting requirements regarding violations, upsets, excursions or emergencies related to the Wastewater Treatment Facilities.

3.8 Manage the disposal of screenings, grit, scum, sludge, and biosolids or existing disposal sites. Disposal expenses including landfill rates, hauling costs or tipping fees shall be borne by the Owner. Owner and EOM agree that Owner is the generator of the screenings, grit, scum, sludge, and biosolids.

3.9 Develop and implement a wastewater treatment plant operations and maintenance program and document all activities in a CMMS platform.

3.10 Perform all laboratory testing and sampling currently required by the NPDES permit. EOM to implement industry standard Quality Assurance/Quality Control (QA/QC) laboratory program. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.

3.11 If requested by Owner, assist with preparation of NPDES permit reports for the wastewater and water treatment facility and transmit to appropriate agencies.

3.12 Respond to system alert notifications requiring on site response within one (1) hour notification. EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure additional services necessary. If no contact is made within the specified time, EOM is authorized to secure the necessary services. Owner shall be invoiced in accordance with the out-of-scope provisions of this Service Agreement.

## 4. Wastewater Pump Stations

4.1 Within the design capacity and capability of the Project, manage, operate, and maintain the wastewater pump stations to ensure overflows are minimized. All services contemplated herein shall be performed in accordance with industry standards subject to the capabilities of equipment provided to EOM by Owner.

4.2 Conduct daily checks (weekdays) and record findings of each lift station via SCADA. Check all stations without RTUs on an as-needed basis to ensure proper operation.

4.3 Respond to pump station alert notifications via electronic communications and for those requiring on-site response within one (1) hour of notification. EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure additional services necessary. If no contact is made within the specified time, EOM is authorized to secure the necessary services. Owner shall be invoiced in accordance with the out-of-scope provisions of this Agreement.

4.4 In the event cleaning or inspection discloses a requirement to excavate, EOM shall exercise due diligence to make required repairs. If the pump station cannot be repaired using equipment assigned to the Project for EOM's use and in accordance with OSHA requirements, EOM will bypass the affected area (when possible) and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a

subcontractor to perform the necessary repairs or contract with a third party directly. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with the out-of-scope provisions of this Agreement.

4.5 Manage the disposal of screenings, grit, scum, and other debris to existing disposal sites. Any change in the Cost of this service due to unusual quantities of material, or increases in landfill rates, or tipping fees, shall constitute a change in scope and give cause for an adjustment in fee.

4.6 Maintain a record of activities, including: for routine cleaning, the date, location, and, to the degree possible, cause(s); and for other observations or activities, a record of the date, time, and a brief description.

## 5. Water Treatment

5.1 Within the design capacity of each of the Owner's Water Wells, EOM shall manage, operate, and maintain the Wells so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations. EOM shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.

5.2 Within the design capacity of the Water Wells, EOM shall develop compliance monitoring schedules and an execution plan of said schedules, to ensure EOM employees are providing correct and active testing procedures, so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

5.3 EOM shall perform and/or arrange all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Additional laboratory testing and sampling requested by the Owner will be provided at a fee per test basis, said fee to be determined and agreed upon at the time of the request.

5.4 EOM to prepare monthly reports as required by Owner's current groundwater withdrawal and public water system permits and transmit to appropriate agencies.

5.5 Respond to alert notifications requiring on site response within one (1) hour notification. Owner will contact EOM within one (1) hour and instruct EOM to secure additional services necessary. If no contact is made within the specified time, EOM is authorized to secure the necessary services. Owner shall be invoiced in accordance with the out-of-scope provisions of this Service Agreement.

## 6. Scope Changes

A Change in Scope of services shall occur when and as EOM's costs of providing services under this Service Agreement change as a result of:

6.1 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a Force Majeure event or Unforeseen Circumstances. Owner and EOM shall negotiate such additional fees and such fees shall be due and payable by Owner commencing the month following the month in which the Change in Scope occurs.

6.2 Increases or decreases in rates or other related charges (including taxes) imposed upon EOM by a taxing authority - excluding taxes based on EOM's net income. In such event, the Base Fee shall be increased (or decreased) by an amount equal to EOM's additional (reduced) Cost associated with the change in rates or other related charges described above.

6.3 Owner's request of EOM, and EOM's consent, to provide additional services and/or increase current services related to expansion and growth. Owner and EOM shall negotiate an increase in EOM's Base Fee for these Changes in Scope.

6.4 At any time, the Owner may request EOM to provide support services for Owner's capital projects. In this case, EOM shall propose a scope of services, schedule, and proposed price. EOM shall not proceed with any such capital project services without express written authorization of the Owner.

6.5 Perform other services that are incidental to the Scope of Services as directed by Owner. EOM will perform such additional duties at direct cost plus fifteen percent (15%), invoiced to Owner each month. Out-of-scope services (parts, repairs, etc.) shall be billed, after receipt of services, within sixty (60) days from the end of the billing period.

# 7 Repairs Expenses

7.1 Repairs expenses and emergency services shall be invoiced to Owner on a monthly basis at EOM's Cost plus fifteen percent (15%).

7.2 Repairs exceeding Five Thousand Dollars (5,000.00) will not be made without written consent of Owner.

7.3 In any emergency affecting the safety of persons or property, EOM shall act without written amendment or change order, at EOM's discretion, to prevent threatened damage, injury or loss; provided, however, that EOM shall obtain prior Owner approval for any emergency expenditure in excess of Five Thousand Dollars ($5,000.00). EOM will notify Owner as soon as reasonably possible and shall be compensated by Owner for any such emergency work, notwithstanding the lack of written amendment or change order. Such compensation shall include EOM's Direct Costs for the emergency work plus fifteen percent (15%).

7.4 Repair expenditures shall not include the salary cost of EOM's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature or timing for completion of such repairs, EOM may subcontract or provide EOM personnel outside of the project to make such repairs and charge such services to the repairs and maintenance budgets.

# 8 Owner’s Responsibilities

8.1 The Owner shall pay for all repairs and maintenance expenditures, purchases of new equipment and major repairs that significantly extend equipment or facility service life.

8.2 Maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of EOM hereunder.

8.3 Pay all amounts associated with the occupancy or operation of the System and the performance of the Services, including, but not limited to, all property, franchise or other taxes associated with the project, except to the extent EOM shall be obligated to pay such amounts in accordance with the express terms of this Service Agreement.

8.4 The Owner shall provide all licenses and insurance for Owner-supplied vehicles used in connection with the Project.

8.5 The Owner shall provide for EOM's use of all vehicles and equipment currently at the Project, including the vehicles described in Appendix B.

8.5.1 EOM will provide Owner with a list of EOM employees who may operate Owner-owned vehicles, along with permission for the Owner to obtain driver's license information about such EOM employees. The

list is to indicate which specific EOM employees are expected to drive the vehicles to their personal residences. Any EOM employees rejected by the Owner or its insurance carrier (or self-insurance fund) will not be permitted to operate Owner-owned vehicles.

8.5.2 Owner understands the scope of services do not include fleet maintenance and repair services. Repairs and maintenance for all vehicles and equipment will be performed by Owner's fleet maintenance shop or third-party maintenance and repair facility. Expenses will be applied to the vehicle and equipment budget.

8.6 The Owner agrees to not offer employment or other compensation to Personnel of EOM directly working on this project for a period of two (2) years after the end date of this Service Agreement or said employees' reassignment from this project without the mutual consent of EOM and the Owner.

8.7 Owner will provide to EOM all data in Owner's possession relating to the project. EOM will reasonably rely upon the accuracy and completeness of the information provided by the Owner. Additional expenses related to inaccurate or incomplete information, Force Majeure event(s) or Unforeseen Circumstances will be to the Owner for reimbursement subject to Sections 1.19, 1.20, 6.5 and 7.1 above.

8.8 The Owner shall pay for all Capital Expenditures. Any loss, damage or injury resulting from Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM or when required to comply with all applicable laws, regulations or permit requirements related to the Project shall be the sole responsibility of Owner.

8.9 The Owner shall pay for all utilities required for operation of the Owner's facilities covered under this Service Agreement.

# 9 Compensation

9.1 Owner shall pay to EOM as compensation for services performed under this Service Agreement a Base Fee of Eight Hundred Thirty-Two Thousand Four Hundred Sixteen Dollars ($832,416.00) annually. Upon each year base fee negotiation, EOM shall continue to invoice Owner at the previous amount until the new year price is agreed upon. Upon written agreement between the parties as to the new year base fee, EOM shall issue an invoice retroactively adjusting the previous base fee amount.

9.2 Changes in the Base Fee shall be negotiated annually ninety days from the expiration of the current term. Base Fee adjustments shall be negotiated using labor, benefits, direct and indirect costs as the basis of adjustment for base fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and EOM fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown in Section 11.

9.3 Requests by Owner that are incidental to the Scope of Services including capital repair expenditures shall be invoiced to Owner on a monthly basis at EOM's Cost plus fifteen percent (15%).

9.4 In the event that a change in the scope of services provided by EOM occurs, Owner and EOM will negotiate a commensurate adjustment in Base Fee.

9.5 The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by a Force Majeure event(s) or Unforeseen Circumstances will be billed to the Owner for reimbursement.

# 10 Payment of Compensation

10.1 One-twelfth (1/12) of the Base Fee for the current term shall be due and payable on the first of the month for each month that services are provided.

10.2 EOM shall prepare invoices in accordance with the terms established in the specific Service Agreement and shall submit its invoices to Owner on a monthly basis.

10.3 All other compensation to EOM is due on receipt of EOM's invoice and payable within fifteen (15) days.

10.4 Owner shall pay interest at an annual rate equal to five percent (5%), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment.

# 11 Base Fee Adjustment Formula

ABF = BFxAF

Where:

ABF = Adjusted Base Fee
BF = Base Fee specified in Section 8.1
AF = Adjustment Factor as determined by the formula:
AB [((ECI).50) + ((CPI).50)] + 1.02

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, in the Detailed Report Series ID: CIU1010000000000(a)

CPI = The twelve-month percentage change (from the month of June of the prior year to the month of June of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, the CPI Detailed Report Series ID: CUUROOOSAO.

# 12 Term

12.1 The initial term of this Service Agreement shall be for twenty-four (24) months commencing on September 1st, 2024 and ending on August 31, 2026.

12.2 This agreement shall automatically renew for an additional twenty-four (24) month period, unless notice of nonrenewal is provided 90 days prior to the date of renewal. Owner shall notify EOM as provided in Paragraph 1.2 hereof, of its intent not to renew.

12.3 Either party may terminate this Service Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party thirty (30) days to correct the breach. Except breaches by Owner for non-payment of EOM's Invoices, neither party shall terminate this Service agreement due to material breaches not resolved in the reasonable time frame without giving the other party thirty (30) day's written notice of intent to terminate.

12.5 Either party may terminate this Agreement without cause and for convenience, but the agreement cannot be terminate until six (6) months after sending Notice of Intent to Terminate the Agreement for Convenience.

# 13. Insurance

13.1 EOM shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

13.1.1 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed and with a limit not less than One Million Dollars ($1,000,000.00).

13.1.2 Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars ($1,000,000.00) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or -leased motor vehicles, including onsite and offsite operations. The City shall be listed ass additional insured.

13.1.3 Commercial General Liability Insurance with limits of Two Million Dollars ($2,000,000.00) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.

13.1.4 Excess Liability Insurance of Two Million Dollars ($2,000,000.00) above the limits stated above.

13.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide EOM with Certificates of Insurance to demonstrate compliance with this provision:

13.2.1 Property Damage Insurance for all property, including Owner-supplied vehicles and equipment, for the full fair market value of such property.

13.2.2 Liability Insurance for all motor vehicles and equipment provided by Owner and operated by EOM under this Agreement.

## 14. Labor Disputes

14.1 In the event activities by Owner's employee groups or unions causes disruption in EOM's ability to perform the Project, Owner, with EOM's assistance, or EOM, at its own option, may seek appropriate injunctive court orders during any such disruption. EOM shall operate the facilities on a best-efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

## 15. Force Majeure

15.1 Neither party shall be liable for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon or as a result of any unforeseen occurrence as identified in Section 1.18 and 1.19 above. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence and shall take reasonable measures to mitigate any impact of Force Majeure.

## 16. Indemnity and Liability

16.1 EOM hereby covenants and agrees, to the extent permitted by Georgia law, to defend, indemnify and hold Owner harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as Owner’s attorney’s fees and costs and expenses of litigation resulting from, arising out of, or related to EOM’s negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by EOM or by any subcontractor of EOM. EOM’s indemnity obligations include payment of Owner’s costs in obtaining any court order or ruling requiring EOM to honor its indemnity and liability obligations set forth in this Agreement.

16.2 Owner hereby covenants and agrees, to the extent permitted by Georgia law, to defend, indemnify and hold EOM harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including

without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as EOM's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to Owner's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by Owner or by any other contractor retained by Owner (other than EOM). Owner's indemnity obligations include payment of EOM's costs in obtaining any court order or ruling requiring Owner to honor its indemnity and liability obligations set forth in this Agreement.

16.3 It is understood and agreed that, in seeking the services of EOM under this Agreement, Owner is requesting EOM to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend EOM from and against any and all claims, losses, damages, liability, and costs, including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of EOM's breach of this Service Agreement, or the negligence or willful misconduct of EOM, its employees or its subcontractors in the performance of services under this Service Agreement.

16.4 In no event shall either party, their contractors or subcontractors or their officers or employees, be liable for the other party's indirect or consequential damages, whether such liability arises in breach of contract or warranty, or tort, including negligence, strict or statutory liability, or any other theory of liability.

16.5 EOM's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of EOM's scope to test for or eliminate waterborne bacteria or viruses except as required by current laws and regulations.

## 17. Fines and Civil Penalties

17.1 EOM shall not be liable for fines and civil penalties resulting from conditions prior to the initial term of this Agreement, resulting from the rejection of recommended repairs or other events occurring prior to services contained herein.

17.2 EOM shall only be liable for those fines or civil penalties which may be imposed by any regulatory agency for violations of the effluent quality requirements specified in Section 3, but only if and to the extent the purported violations resulted from negligent acts of EOM or its employees, contractors or agents.

17.3 Owner shall be liable for any fines or civil penalties which may be imposed by any regulatory agency for violations of the effluent quality requirements specified in Section 3, but only if and to the extent the purported violations resulted from negligent acts of Owner or its employees, contractors or agents.

17.4 EOM and Owner both agree to cooperate with and assist the other in providing any documents or testimony needed to contest any fine imposed by any regulatory agency and the cost of contesting the fine will be borne by the party responsible for paying the fine under the provisions of Sections 17.1 and 17.2 above.

## 18. No Third-Party Beneficiaries

18.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and has no third-party beneficiaries.

## 19. Jurisdiction

19.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of Chatham County.

## 20. Severability

20.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

## 21. Entire Agreement

21.1 Should any provision of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, Owner and EOM may mutually agree to a modification of this contract as to make the same fully comply with all applicable laws.

21.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

## 22. Authority

22.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Agreement by their signatures below.

**EOM OPERATIONS,**
**a division of EOM PUBLIC WORKS, LLC**

Authorized Signature:

Name: _____

Title: _____

Date: _____

_____

Authorized Signature:

Name: _____

Title: _____

Date: _____

# APPENDIX A

Project Facilities Water Wells and Wastewater Pump Stations

A.1 Wastewater Lift Station sites include the following:

PW-LS-01 Amandale
PW-LS-02 Coldstream
PW-LS-03 Waffle House
PW-LS-04 Rideshare
PW-LS-05 Horne Place
PW-LS-06 Jimmy Deloach
PW-LS-07 Pine Forest
PW-LS-08 Saussey
PW-LS-09 Newport
PW-LS-10 Lakeshore
PW-LS-11 Amberly
PW-LS-12 Lakeside
PW-LS-13 Cold Creek Pass
PW-LS-14 Cherry St
PW-LS-15 Dynacraft
PW-LS-16 Amazon
PW-LS-17 Gooseneck Court

A.2 Water Wells facility site include the following:

PW-WELL-01 Appleby Road
PW-WELL-02 Appleby Road
PW-WELL-03 Highway 21
PW-TANK-01 North Water Tower
PW-TANK-02 South Water Tower

A.4 Generator preventive maintenance is to be performed by an authorized service provider per the manufacturer's recommendations and will be treated as an incidental service. EOM will provide oversite for the preventive maintenance agreement.

A.5 Wastewater Treatment Facility shall consist of all equipment, grounds and facilities now existing within the current property boundaries of or being used to operate Owner's wastewater treatment facility located at 1000 Richmond Road Port Wentworth, Georgia 31407.

A.6 The estimated cost for services under this specification is based on the type and quantity of facilities in existence on the date services are first provided under this Agreement. Any change in any of these characteristics exceeding 10% shall constitute a Change in Scope.

# APPENDIX B

Project Equipment

The Project includes all equipment as follows:

| Description | VIN/Serial No. |
|---|---|
| Truck 502 Ford F150 | 1FTFX1CF9EKF42513 |
| Truck 505 Ford F150 | 1FTEX1CF8FKD46429 |
| 2008 Ford Ranger | 1FTYR10U78PA39740 |
| Craftsman 32” Riding Mower | 1D08NB30409 |
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**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department:
Category: Agreement
Prepared By: Zahnay Smoak
Department Head:

**AGENDA ITEM (ID )**

DOC ID:

**Greater Savannah Black Chamber of Commerce Agreement - Tourism Services**

**Issue/Item:** The City is required to partner with a 501(c)(6) nonprofit organization for the promotion of conventions, tourism, and trade shows, with such funds coming from through the hotel / motel tax.

**Background:** The City does not have a current nonprofit partner for such purposes. The City desires, and the Greater Savannah Black Chamber of Commerce mutually desires to work together to promote tourism, conventions, and trade shows, including promoting the City of Port Wentworth and its businesses, offerings, and hotels.

## Facts and Finding:

State law details the amount of the levied tax, as well as the distribution percentages for various matters with such revenue. The City will work with the Greater Savannah Black Chamber of Commerce as one of its tourism partners to promote the City.

Recommendation: Approve

## Funding:

## Recommendation:

## EXHIBIT A

Breakdown of Tax Distribution

1. This Exhibit A outlines the breakdown of tax distributions the City shall pay to the GSBCC for services pursuant to the Agreement.

2. Pursuant to the Agreement, the City shall make payments to the GSBCC equal to 7.08% of the taxes levied and collected pursuant to O.C.G.A § 48-13-50, et. seq.

3. Nothing in this Exhibit shall limit the City from making other or additional payments or distributions to the GSBCC.

Acknowledgements:

CITY

_____ (initial) _____ (date)

Gary Norton

Mayor, City of Port Wentworth

GREATER SAVANNAH BLACK CHAMBER OF COMMERCE

_____ (initial) _____ (date)

_____

_____

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department:
Category: Agreement
Prepared By: Zahnay Smoak
Department Head:

**AGENDA ITEM (ID )**

DOC ID:

**Royal Development Agreement**

## Issue/Item:
Development Agreement for the Royal Tract

## Background:

The developers of the Royal Tract, SPH 21, LLC, will develop the area in conjunction with the existing tracts. This Development Agreement provides for such improvements, protections for the City, and outlines uses of various utilities, the Port Wentworth Development Authority, and outlines the fees associated with the project. This is a near mirror of the previously agreed and executed previous SPH 21 development agreement on the adjoining properties.

## Facts and Finding:

Recommendation: Approve

## Funding:

## Recommendation:

**State of Georgia**
**Chatham County**

# DEVLEOPMENT AGREEMENT

This Agreement is made and entered into this _____ day of July, 2024, by and between SPH 21, LLC, a Georgia limited liability company (hereinafter referred to as "SPH"), and the Mayor and Council of the City of Port Wentworth, the lawfully elected governing authority of Port Wentworth, a political subdivision of the State of Georgia (hereinafter referred to as the "City").

## RECITALS:

Whereas, SPH is currently planning the construction of a warehouse of approximately 601,600 square feet on 41.558 acres, as shown on the General Site Plan attached hereto as Exhibit "A" (the "Project") located within the city limits of Port Wentworth; and

Whereas, SPH desires certain commitments from the City, with regard to the supply of potable water and wastewater services for the Project; and

Whereas, the City desires certain commitments from SPJ-1, with regard to the use by SPH of the City's fiber optic, commitment to the vision of the City's multi-use trail, and commitment to consider the use of the Port Wentworth Development Authority; and

Whereas the City finds that the desires and commitments contained herein are consistent with and in furtherance of the goals, purposes, and to the benefit of the City of Port Wentworth and are in the public interest, it is hereby agreed as follows:

## WITNESSETH:

**Section 1. Definition.**

*Equivalent Residential Unit or ERU* shall mean the number or residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by the Water Service Agreement referred to in Section 2.C. herein.

**Section 2. The Public Facilities.**

A. Public Water

1. The exact capacity needed to serve the Project is not yet known. SPH's

good faith estimate is that there will be a total of 601,600 square feet of warehouse, with offices, requiring a total of 10.3 ERUs.

2. The City has entered into a Water Service Agreement ("Savannah Water Agreement") with the City of Savannah to assure sufficient capacity to provide potable water to the City, to include this Project.

B. Public Sewer

1. SPH shall be responsible to connect to the existing City sewer system (the "Public Sewer"). The City has constructed a municipal sewerage treatment system having sufficient capacity to treat the effluent from the Project. The City shal1 ensure the availability of sewerage treatment services from the Connection Point.

C. City Fiber Optic

Subject to the satisfaction of the provisions of Section 13 herein, SP! I shall install and ensure connectivity to the City's Fiber Optic network (the "Fiber Optic Cable"). Such infrastructure shall be treated as a utility and shall be conveyed to the City.

**Section 3. On-Site and Off-Site Improvements.**

A. SPH has retained or will retain, subject to approval by the City, one or more competent professional engineers registered in the State of Georgia to design and oversee the construction of such improvements as are necessary to extend the City sewerage collection system and the City of Savannah water system to the Project and to distribute potable water within and from said property. The Improvements shall be constructed at SPH's sole expense. SPH shall ensure that the Improvements are of sufficient capacity to serve the Project.

B. Subject to the satisfaction of the provisions of Section 13 herein, SPH shall ensure that the construction, materials, and installation of the fiber Optic Cable is compatible with the City's fiber optic system. The construction and installation of the Fiber Optic Cable throughout the Project shall be at SPH's sole expense.

**Section 4. Inspection, Construction and Dedication of On-Site Improvements.**

A. SPH shall provide for inspection of the Improvements by the design engineer during construction and shall ensure compliance with all City design and construction requirements. SPH shall provide to the City a statement from the design engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to pipes, bedding, thrust blocks, valves, fire hydrants, pumps, and other related material and work meet the City's specifications and standards.

B. SPH shall provide two (2) copies of "as built" drawings as well as providing necessary electronic format CAD of the Improvements signed by the design engineer and/or independent inspector. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and fire flow tests required by the City. All design, construction, inspection, and other costs incurred to construct the Improvements and connect to the City sewerage collection system and City of Savannah water system shall be borne by SPH. SPH shall hold the City harmless for and indemnify the City against any and all claims for damages or personal injuries caused by or arising from the construction of the Improvements.

C. Upon completion of the construction of the Improvements, certificate by the design engineer, provision of the "as built" drawings, and compliance with any other requirements imposed by the City pursuant to paragraph three (3) of this agreement, the City shall, upon dedication of Water Main, the Public Sewer, and the Fiber Optic Cable by SPH, ("Public Improvements") and subject to approval of the City, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the Public Improvements if located within public easements or rights-of-ways, up to but not including individual water or other metering points. This dedication shall include all rights, title, and interest that SPH has in the Public Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.

D. Upon completion of the Public Improvements, SPH shall provide to the City a recordable plat(s) showing all public easements and/or rights-of-way that will contain public improvements that are to be owned and maintained by the City.

E. SPH agrees to bear the cost of repairs to any Improvements accepted by the City for one (1) year following the date of acceptance in the event of a line break.

**Section 5. Aid-to-Construction Fees.**

A. To assist in the payment of the cost of constructing the City's sewage collection and treatment system and the aid-to-construction fee due to the City pursuant to the Savannah Water Agreement, SPH shall pay to the City aid-to-construction fees as established by the Mayor and Council, in the amount of $7,415.85 per ERU for sewer collection and treatment (the "Aid-To-Construction Fee"). The Aid-To- Construction fee shall apply to all connections made within the Project and shall be due and payable as

provided by this Agreement. SPH agrees that the Aid-To- Construction fees charged by the City to connect the facility to the City's sewage collection and treatment system and City of Savannah water system is reasonable.

B. The Project's expected 10.3 ERUs at $7,415.85 per ERU shall cost $76,383.26. The ERUs may be assigned by SPH to any developer within the Project.

**Section 6. Payment of Aid-To-Construction Fees.**

Payment of Aid-To-Construction fees shall be made upon receipt of a building permit in accordance with Section 21-29(g) if the Code of the City of Port Wentworth.

**Section 7. Other Fees**

The provision of water and sewer services within the Project shall be subject to all other fees and charges established by ordinance or regulation of the Mayor and Council, including, but not limited to, tap and connection fees. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

**Section 8. User Rates.**

The City shall charge SPH for water consumption and sewage collection and treatment. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

**Section 9. Term; Renewal.**

The initial term of this agreement shall be ten (10) years, commencing on ___ _____, 2024 and commencing on _____, 2034. Unless notice is provided to either party within six (6) months of this agreement's expiration, this agreement shall be renewed automatically on the same terms and conditions herein for an additional five (5) year period.

**Section 10. City's Fiber Optic.**

Provided that the City offers fiber optic cable internet connection(s) at commercially reasonable rates, SPH shall use and encourage the developers within the Project to use the Fiber Optic Cable.

**Section 11. Port Wentworth Development Authority.**

The City has created the Port Wentworth Development Authority ("PWDA")

pursuant to Georgia state law. Provided that the PWDA has the right to use a sale-leaseback structure that results in up to one hundred percent (100%) abatement of ad valorem taxes, SPH shall utilize the PWDA whenever reasonably possible and shall encourage any other developers within the Project to do the same. With the exception of development opportunities referred to SPH by SEDA, SPI-I shall provide PWDA any proposed development agreement or other proposed agreements it receives from SEDA or any other development authorities, and shall allow PWDA the opportunity to equal or better the abatement of the other proposed agreement(s). This Section shall not prohibit or limit SPH from pursuing development partners outside of PWDA.

**Section 12. Multi-Use Trails.**

Where reasonable, SPH agrees to work with the City regarding the City's multi-use trail plans. SPH recognizes the value and benefit of having a city-wide multi-use trial system and commits to cooperate with the City to realize this project as long as it does not negatively impact the Project.

**Section 13. Compliance with Laws.**

SPH shall comply with all existing City ordinances, rules, and regulations, and any State and Federal law, rules, and regulations at the Project.

**Section 14. Governing Law; Forum Selection.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Venue for any action arising from this Agreement shall be filed in the Superior Court or State Court of Chatham County, Georgia.

**Section 15. Entire Agreement.**

This Agreement shall constitute the entire agreement between parties.

**Section 16. Modification of Agreement.**

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

**Section 17. No Waiver.**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred

**Section 18. Effect of Partial Invalidity.**

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

**Section 19. Paragraph Headings.**

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

**Section 20. Notices.**

Any notice provided for or concerning this Agreement shall be made in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the City: City Manager, City of Port Wentworth
7224 GA Highway 21
Port Wentworth, GA 31407

If to SPH: SPH 21, LLC
c/o Crossgate Consulting
1960 Satellite Boulevard, Suite 3000
Duluth, GA 30097
Attn: Chris Hayes

**Section 21. Excusable Delay.**

Neither the City nor SPI-1 shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance of delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a "force majeure"), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party.

**Section 22. Assignment.**

This Agreement may be assigned in whole or in part by SPH without the prior written approval of the City. SPH shall promptly notify the City in the event of any assignment. This Agreement shall bind and inure to the benefit of the parties hereto

and their successors and assigns.

**Section 23. Construction of Agreement.**

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

IN WITNESS WHEREOF the SPH has executed these presents under seal, and the City has cause these presents to be executed by its proper officer under seal, affixed, this _____ day of _____, 2024.

MAYOR AND COUNCIL OF
THE CITY OF PORT WENTWORTH

BY:_____
GARY NORTON, MAYOR

ATTEST:_____
CLERK OF COUNCIL

EXECUTED IN THE PRESENCE OF:

_____
WITNESS

SPH 21, LLC

BY:_____
Name: _____
Title: _____

EXECUTED IN THE PRESENCE OF:

WITNESS

EXHIBIT “A”
SPH DEVELOPMENT

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

**AGENDA ITEM (ID SU - Royal Tract)**

DOC ID:

**Consideration of a Special Use Permit Application submitted by Phillip R. McCorkle as Agent for Ronald A. Royal, requesting to allow warehousing on an industrial-zoned property. PIN # 7-0975-01-024, located in the 1st Council District, at 6510 GA Highway 21, zoned I-1.**

**Issue/Item:** Consideration of a Special Use Permit Application submitted by Phillip R. McCorkle as Agent for Ronald A. Royal, requesting to allow warehousing on an industrial-zoned property. PIN # 7-0975-01-024, located in the 1st Council District, at 6510 GA Highway 21, zoned I-1.

## Background:

- The applicant requests to develop warehouses on an industrial-zoned parcel.
- City Council approved rezoning of this parcel from R-1 to I-1 on April 18, 2024.
    - The proposed future use of the parcel was presented as warehousing at time of rezoning.
- *Section 4.30 of City of Port Wentworth Zoning Ordinances provides that warehousing and distribution within the I-1 zoning district requires a Special Use Permit.*

## Facts and Finding:

- The development of warehousing, as proposed by the applicant, is intended to expand upon a future industrial park.
- The planned industrial park surrounds the parcel on the North, East, and West boundaries.

Suggested Action:The Planning Commission will meet on August 12, 2024 to hear this application and offer recommendation.The submitted request for Special Use is consistent with the concept identified at time of rezoning and surrounding approved use.

**Funding:** N/A

## Recommendation:

PAID JUL 15 2024 PAID BY

# City of Port Wentworth Special Use Permit Application

*Please type or print legibly. Attach additional sheets, if necessary, to fully answer any of the following sections. Incomplete applications will not be scheduled for required hearings until deficiencies are corrected. Submit completed application and required documentation to the Development Services Department at 7306 Highway 21, Suite 301, Port Wentworth GA 31407. A Pre-Development Meeting with Development Services will be required prior to accepting the application. Application must be filed 20 business days prior to the Planning Commission meeting at which they are to be considered.*

## 1. Subject Property

Street Address(es): 6510 Highway 21, Port Wentworth, Georgia 31407

Property Identification Number(s) (PINs) (Attach a boundary survey, recorded or proposed plat, tax map or scaled plot plan to identify the property boundary lines:
7-0975-01-024

Total acreage of subject property: 41.558

Existing land use(s): Vacant

Zoning Classification: I-1

## 2. Application History

Have any previous applications been made for a special use permit? ☐ Yes ☑ No

If yes, please provide date of previous application: _____

## 3. Special Use Permit Review Criteria

Describe the purpose of the requested special use permit. Please refer to review standards in Sec 14.40 of the City of Port Wentworth Zoning Ordinance.

Applicant needs special use approval for warehousing. The property is surrounded on three sides by property zoned industrial. It will utilize a private access road to gain access to Highway 17 at a traffic light that will be installed by the owner of the adjoining industrial tracts.

## 4. Property Owner Information

Name(s): Ronald A. Royal

Mailing Address: 6510 Highway 21

City, State, Zip: Port Wentworth, Georgia 31407

Telephone: 912-665-0441

E-Mail Address: _____

5. **Applicant Information, if different from Property Owner** (requires a Letter of Authorization Form)

Name(s): Phillip R. McCorkle

Mailing Address: 319 Tattnall Street

City, State, Zip: Savannah, Georgia 31401

Telephone: 912-232-6000

E-Mail Address: prm@mccorklejohnson.com

6. **Items Require to be Submitted with this Application.**

A. Filing Fee. The non-refundable filling fee must be paid at time of submittal with either a Check, made payable to The City of Port Wentworth, or credit card. Fees are subject to change.
B. Survey. A scaled or dimensioned boundary survey, tax map, plot plan, or sketch showing the subject property.
C. Legal Description. A legal description of the land by lot, block, and subdivision designations, or if none, by metes and bounds.
D. Disclosure of Campaign Contributions and Gifts form.
E. If property owner and applicant are not the same, Authorization of Property Owners Form.
F. Electronic copy (PDF) of entire submittal package on either a Flash Drive or digital download emailed to designated representative.
G. List of adjacent property owners within 300 feet of subject property. Include Names, PIN #'s and Mailing Address.

7. **Certified Application**

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures, and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next submittal deadline. I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the subject property. I understand that the approval of an application for a Special Use Permit by the Mayor and Council does not constitute a waiver from any applicable local, state, or federal regulations.

Sworn to and subscribed before me this 15th day of July, 2024.

Krystal Degn
Notary Public

KRYSTAL DEGN NOTARY PUBLIC CHATHAM COUNTY GEORGIA EXPIRES 05/13/2025

P
Signature of Applicant

## AUTHORIZATION OF PROPERTY OWNER

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Ronald A. Royal

Address: 6510 Hwy 21, Port Wentworth, Georgia 31407

Telephone Number: 912-665-0441

Ronald A. Royal
Signature of Owner

Personally appeared before me

Ronald A. Royal

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

Aquilla Acosta
Notary Public

10-11-2023
Date

AQUILLA DANIELLE ACOSTA
NOTARY PUBLIC
LIBERTY COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 25, 2025

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, for a Special Use Permit for the property described as follows:

41.558 portion of PIN 7-0975-01-024

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating $250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

NONE

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Signature of Applicant

Sworn to and subscribed before me this
15th day of July, 2024.

Notary Public

KRYSTAL DEGN
NOTARY
EXPIRES
GEORGIA
05/13/2025
PUBLIC
CHATHAM COUNTY

## Surrounding Property Owners Within 300 Feet

JMUSKAAN LLC
PIN: 70975 02005
Property Address: 387 Augusta Road, Port Wentworth, Georgia 31407
Mailing Address: 829 Granite Lane, Savannah, Georgia 31419

Alfred L. Boyett
PIN: 70975 02004
Property Address: 7532 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 7532 Highway 21, Port Wentworth, Georgia 31407

Reyno Zamorano-Pineda
PIN: 70975 02003
Property Address: 7538 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 122 Chevis Road, Savannah, Georgia 31419

Evelyn Jones
PIN: 70975 02002
Property Address: 7542 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 7542 Highway 21, Port Wentworth, Georgia 31407

RICE HOPE – CJ, L.L.C.
PIN: 70906 04037
Property Address: 100 Magnolia Boulevard, Port Wentworth, Georgia 31407
Mailing Address: P.O. Box 450233, Atlanta, Georgia 31145

FAITH GOSPEL TEMPLE DELIVERENCE CENTER, INC.
PIN: 70975 02001
Property Address: 7548 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: P.O. Box 18277, Savannah, Georgia 31418

RICE HOPE – CJ, L.L.C.
PIN: 70906 04067
Property Address: 80 Magnolia Boulevard, Port Wentworth, Georgia 31407
Mailing Address: P.O. Box 450233, Atlanta, Georgia 31145

Odessa Adams
PIN: 70975 02002A
Property Address: 7550 Highway 21, Port Wentworth, Georgia 31407
Mailing Address: 105 E 9th Street, Rincon, Georgia 31326

SPH 21, LLC
PIN: 70976 01001B
Property Address: 0 Augusta Road, Port Wentworth, Georgia 31407
Mailing Address: 5 Concourse Parkway, Suite 200, Atlanta, Georgia 30328

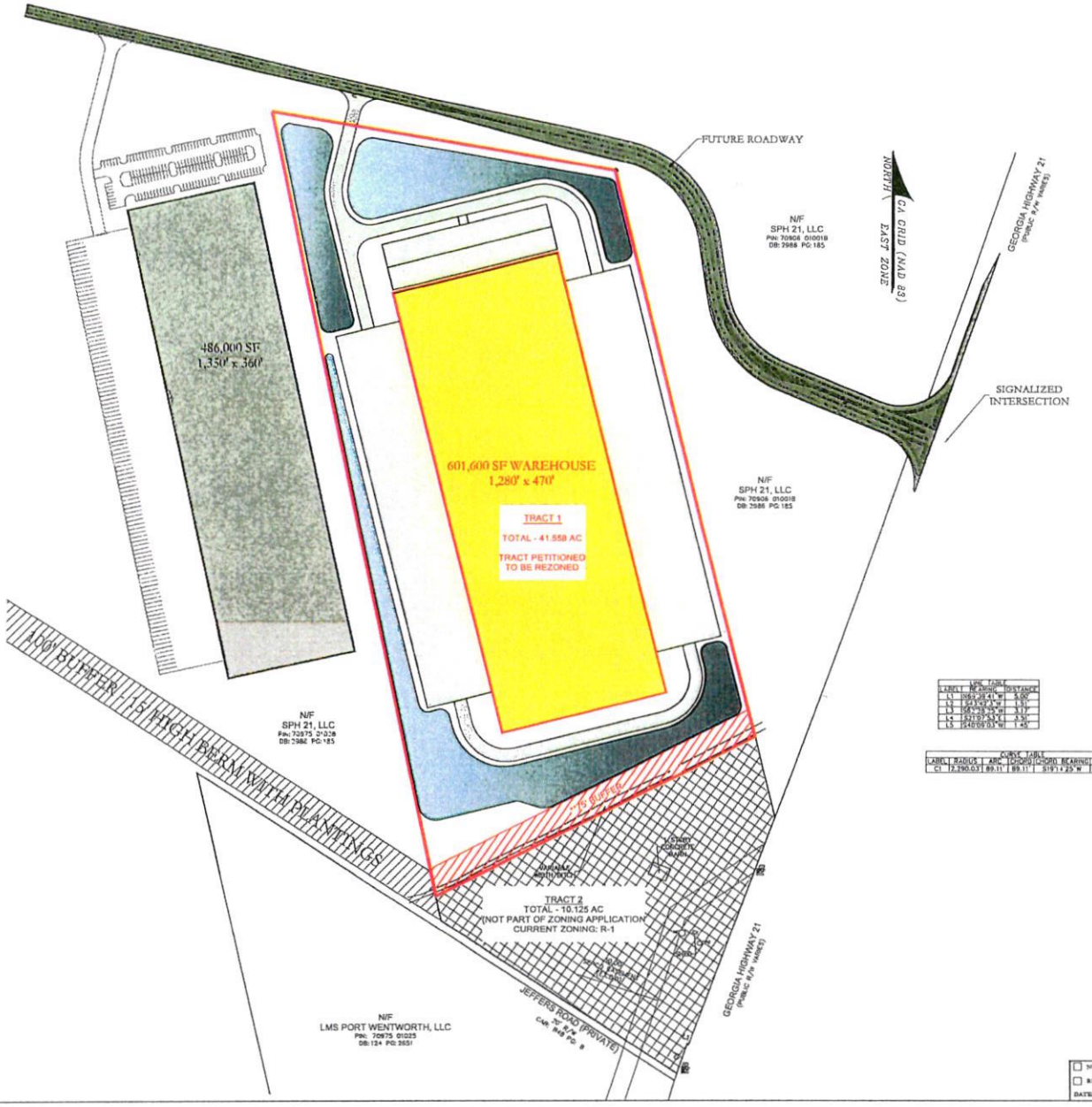
SPH 21, LLC
PIN: 70975 0102B
Property Address: 0 Jeffers Road, Port Wentworth, Georgia 31407
Mailing Address: 5 Concourse Parkway, Suite 200, Atlanta, Georgia 30328

LMS-PORT WENTWORTH, LLC
PIN: 70975 01025
Property Address: 0 Jeffers Road, Port Wentworth, Georgia 31407
Mailing Address: 3975 Asbury Road, Birmingham, Alabama 35248

TRACT 1

BEGINNING AT A 5/8" IRON REBAR SET BEARING THE HORIZONTAL COORDINATES OF NORTHING:805,966.99', EASTING:954,144.06' (P.O.B.1); THENCE N 11°49'54" W A DISTANCE OF 2,255.65' TO A 4"x4" CONCRETE MONUMENT FOUND; THENCE S 80°02'53" E A DISTANCE OF 968.92' TO A CORNER THAT FALLS IN A 18" LAUREL OAK; THENCE S 13°54'27" E A DISTANCE OF 1,643.94' TO A 5/8" IRON REBAR SET; THENCE S 63°22'51" W A DISTANCE OF 992.14' TO A 5/8" IRON REBAR SET; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,810,251 SQUARE FEET, 41.558 ACRES.

**BUFFER SHALL COMPLY WITH BUFFER REQUIREMENTS AT THE TIME OF THE FILING OF THE SITE DEVELOPMENT PERMIT APPLICATION.




Kern & Co., LLC
Consulting Engineers • Land Surveyors • Land Planners
Architecture • Landscape Architecture • Environmental Sciences

STAMP:

STAMP:

ORIGINAL RELEASED FOR CONSTRUCTION DATE:

| NO | DATE | REVISION |
|---|---|---|

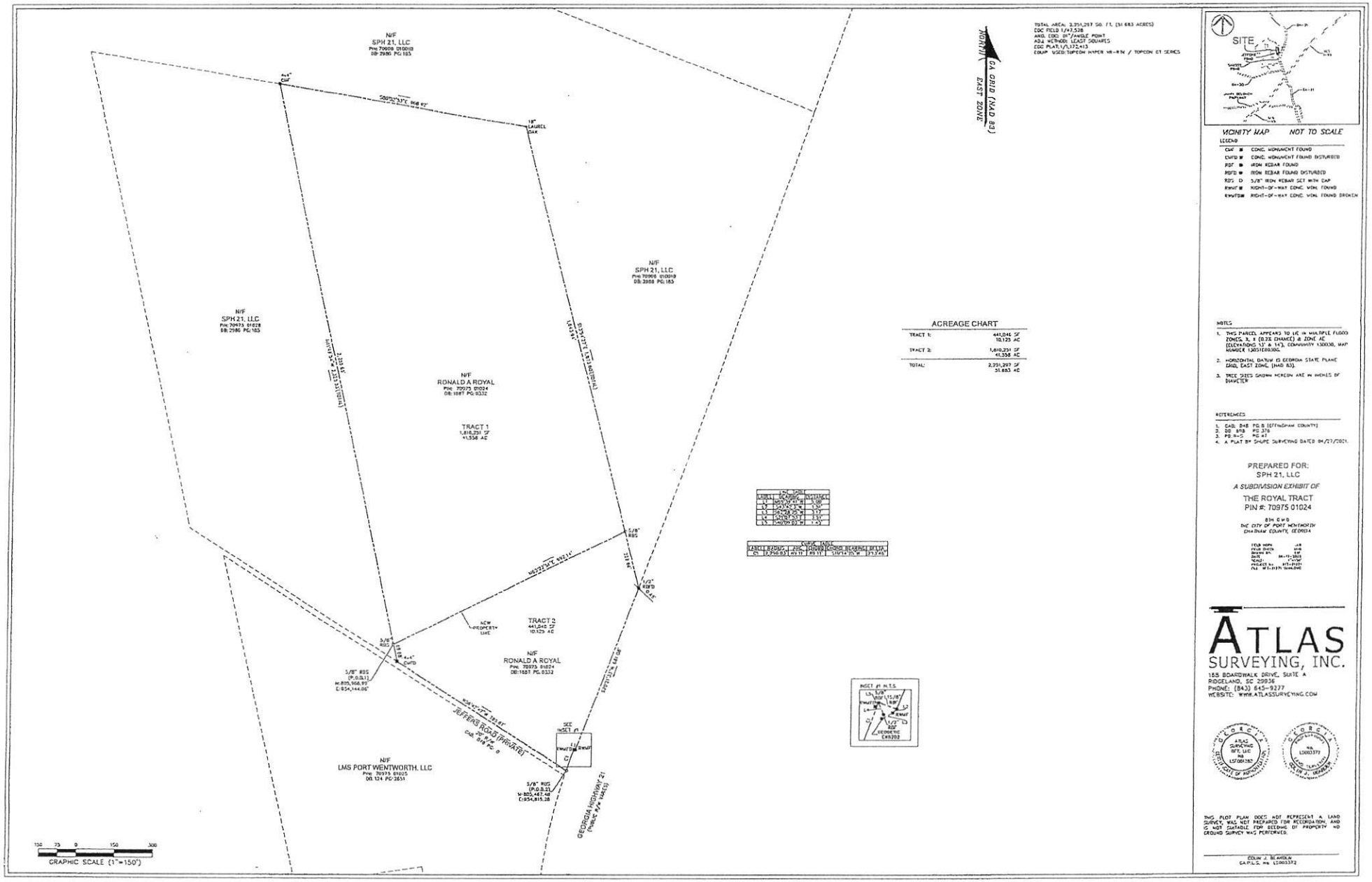
PLANS OF
ROYAL TRACT
AT
GA HWY 21 - PORT WENTWORTH, GA

DRAWING TITLE:
SITE
PLAN

| | |
|---|---|
| SCALE: | 1" = 300' |
| PROJECT NO: | 2005300.000 |
| DATE: | 1/19/24 |
| DRAWN BY: | CRZ |
| CHECKED BY: | CRZ |
| SHEET NO. | C-1 |

COPYRIGHT Kern & Co., LLC. © 2021 The drawings and specifications are the property of Kern & Co., LLC and are not to be reproduced, published, or used in any way without the written permission of Kern & Co., LLC.

☐ NOT FOR CONSTRUCTION
☐ RELEASED FOR CONSTRUCTION
DATE: _____ BY: _____




TOTAL AREA: 2,731,297 SQ. FT. (31.683 ACRES)
EDC FIELD 1/47,538
ANGL. EDC: 01° ANGLE POINT
ADJ. METHOD: LEAST SQUARES
EDC PLAT: 1/3,172,413
EQUIP. USED: TOPCON HYPER VR-RTK / TOPCON GT SERIES

ACREAGE CHART

| | |
|---|---|
| TRACT 1: | 441,046 SF<br>10.123 AC |
| TRACT 2: | 1,610,231 SF<br>41.558 AC |
| TOTAL: | 2,731,297 SF<br>31.683 AC |

LEGEND

| | |
|---|---|
| CMF ⊠ | CONC. MONUMENT FOUND |
| CMFD ⊠ | CONC. MONUMENT FOUND DISTURBED |
| RBF ● | IRON REBAR FOUND |
| RBFD ● | IRON REBAR FOUND DISTURBED |
| RBS ○ | 5/8" IRON REBAR SET WITH CAP |
| RMVF ⊠ | RIGHT-OF-WAY CONC. MON. FOUND |
| RMVFDB | RIGHT-OF-WAY CONC. MON. FOUND BROKEN |

NOTES

1. THIS PARCEL APPEARS TO LIE IN MULTIPLE FLOOD ZONES, X, X (0.2% CHANCE) & ZONE AE (ELEVATIONS 13' & 14'), COMMUNITY 130030, MAP NUMBER 13051E0030D.
2. HORIZONTAL DATUM IS GEORGIA STATE PLANE GRID, EAST ZONE, (NAD 83).
3. TREE SIZES SHOWN HEREON ARE IN INCHES OF DIAMETER

REFERENCES

1. GAD. 848 PG.B (EFFINGHAM COUNTY)
2. DB 698 PG 378
3. PB M-C PG 47
4. A PLAT BY SHORE SURVEYING DATED 04/27/2001.

PREPARED FOR:
SPH 21, LLC

*A SUBDIVISION EXHIBIT OF*

THE ROYAL TRACT
PIN #: 70975 01024

83H GMD
THE CITY OF PORT WENTWORTH
CHATHAM COUNTY, GEORGIA

ATLAS
SURVEYING, INC.
155 BOARDWALK DRIVE, SUITE A
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM

THIS PLOT PLAN DOES NOT REPRESENT A LAND SURVEY, WAS NOT PREPARED FOR RECORDATION, AND IS NOT SUITABLE FOR DEEDING OF PROPERTY. NO GROUND SURVEY WAS PERFORMED.

EDLIN J. BRANNEN
GA.P.L.S. No. LS0003372

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

**AGENDA ITEM (ID SU - Ferrellgas)**

DOC ID:

**Consideration of a Special Use Permit Application submitted by Ferrellgas as Agent for Justin and Jennifer Redmond, requesting to allow warehousing on an industrial-zoned property. PIN # 7-00009-02-001, located in the 4th Council District, at 3 Birkenhead Road, zoned I-1.**

**Issue/Item:** Consideration of a Special Use Permit Application submitted by Ferrellgas as Agent for Justin and Jennifer Redmond, requesting to allow warehousing on an industrial-zoned property. PIN # 7-00009-02-001, located in the 4th Council District, at 3 Birkenhead Road, zoned I-1.

## Background:

- The applicant proposed to establish a propane distribution facility comprised of two 30,000 gallon tanks.
    - The applicant reports daily anticipated traffic to be 3 bobtail propane trucks and one service truck making between 1-3 trips per day. This count may not include larger delivery vehicles.
- The proposed use falls under the definition of warehousing and distribution as stated in 25.60(O) of the City of Port Wentworth Zoning Ordinances: *"Facilities for redistributing goods from one truck to another that serve*
  *as intermediate transfer points and are primarily used for staging loads and temporary storage, where vehicles and trailers are regularly maintained and stored."*
- *Section 4.30 of City of Port Wentworth Zoning Ordinances provides that warehousing and distribution within the I-1 zoning district requires a Special Use Permit.*

## Facts and Finding:

- The project parcel and adjacent parcels to the north are under same ownership. The owner has authorized the application for the proposed use of propane storage and distribution.
- Staff reached out to Norfolk Southern Corporation to invite input regarding proximity to the railway and ascertain any additional safety measures which should be considered for this project. Representation for Norfolk Southern declined comment.
- The proposed facility has been evaluated and approved by the Office of Commissioner of Insurance and Safety Fire.
- Current access through the parcel to the storage vessel location is via an earthen pathway. Staff feedback from Fire Inspection recommends this access be improved to IFC standards D102.1 and D103.1 to accommodate fire access.

Suggested Action: The Planning Commission will hear this item and offer recommendation on August 12, 2024.Staff recommends that approval of this use include the condition that access through the parcel, to the site be improved to meet IFC standards.

**Funding:** N/A

**Recommendation:**

L

#24032

RECEIVED
APR 25 2024
BY:

## City of Port Wentworth Special Use Permit Application

*Please type or print legibly. Attach additional sheets, if necessary, to fully answer any of the following sections. Incomplete applications will not be scheduled for required hearings until deficiencies are corrected. Submit completed application and required documentation to the Development Services Department at 7300 Highway 21, Suite 301, Port Wentworth GA 31407. A Pre-Development Meeting with Development Services will be required prior to accepting the application. Application must be filed 20 business days prior to the Planning Commission meeting at which they are to be considered.*

1. **Subject Property**

Street Address(es): 3 Birkenhead Rd, Port Wentworth, GA 31407 - Parcel ID / Pin: 70009 02001

Property Identification Number(s) (PINs) (Attach a boundary survey, recorded or proposed plat, tax map or scaled plot plan to identify the property boundary lines:

Total acreage of subject property: 3.62

Existing land use(s): Storage / Warehouse

Zoning Classification: Planned Industrial

2. **Application History**

Have any previous applications been made for a special use permit? ☐ Yes ☒ No

If yes, please provide date of previous application: _____

3. **Special Use Permit Review Criteria**

Describe the purpose of the requested special use permit. Please refer to review standards in Sec 14.40 of the City of Port Wentworth Zoning Ordinance.

The scope of this project entails the installation of two 30,000 gallon propane storage vessels along with the necessary piping to connect to both transport offloading stanchions and bobtail loading stanchions. The design of this site follows the governance of the 2020 NFPA58 Liquefied Petroleum Gas Code.

4. **Property Owner Information**

Name(s): Justin & Jennifer Redmond

Mailing Address: 1 Birkenhead Rd.

City, State, Zip: Port Wentworth, GA 31407

Telephone: 912.964.0399

E-Mail Address: Justin Redmond @ dsicompanies.com

1

5. **Applicant Information, if different from Property Owner** (requires a Letter of Authorization Form)

Name(s): FerrellgaS (Mandy Emberton)

Mailing Address: 1806 Lumpkin Rd.

City, State, Zip: Augusta, GA 30906

Telephone: 217.306.0072

E-Mail Address: mandyemberton@ferrellgas.com

6. **Items Require to be Submitted with this Application.**

A. Filing Fee. The non-refundable filling fee must be paid at time of submittal with either a Check, made payable to The City of Port Wentworth, or credit card. Fees are subject to change.

B. Survey. A scaled or dimensioned boundary survey, tax map, plot plan, or sketch showing the subject property.

C. Legal Description. A legal description of the land by lot, block, and subdivision designations, or if none, by metes and bounds.

D. Disclosure of Campaign Contributions and Gifts form.

E. If property owner and applicant are not the same, Authorization of Property Owners Form.

F. Electronic copy (PDF) of entire submittal package on either a Flash Drive or digital download emailed to designated representative.

G. List of adjacent property owners within 300 feet of subject property. Include Names, PIN #'s and Mailing Address.

7. **Certified Application**

*By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures, and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next submittal deadline. I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the subject property. I understand that the approval of an application for a Special Use Permit by the Mayor and Council does not constitute a waiver from any applicable local, state, or federal regulations.*

Sworn to and subscribed before me this 24 day of April 2024.

Notary Public

SAMANTHA COKER NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMM. EXPIRES 09/28/2026

i Mandy Emberton

Signature of Applicant

2

## AUTHORIZATION OF PROPERTY OWNER

I swear that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or a special use permit of this property.

Ferrell Gas is permitted to apply for a special use permit for a bulk gas transfer station. No permission is granted to rezone the property without the owner's consent.

Name of Applicant: Ferrell gas, Mandy Emberton

Address: 1806 Lumpkin Rd, Augusta, GA 30906

Telephone Number: 217.306.0072

Signature of Owner
Justin Redmond/Manager
DSI Realty Company II, LLC

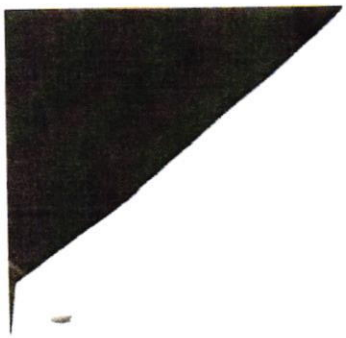
Personally appeared before me
Kim Dunne

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

Notary Public

7/15/2024
Date

KIM DUNNE NOTARY PUBLIC CHATHAM COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 01, 2024



about

abc

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, for a Special Use Permit for the property described as follows:

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating $250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Mandy Emberton

Signature of Applicant

Sworn to and subscribed before me this 24 day of April, 2024.

Notary Public

SAMANTHA COKER NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMM. EXPIRES: 09/28/2026

4

Return to:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Robert L. McCorkle, III




STATE OF GEORGIA

COUNTY OF CHATHAM

**GENERAL WARRANTY DEED**

THIS INDENTURE is made and entered into this 26th day of July, 2017, between **South Harbor Co.,** a Georgia corporation, as Grantor, and **Justin M. Redmond** and **Jennifer G. Redmond**, as Grantees,

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten ($10.00) Dollars in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell or convey unto the said Grantees, as tenants in common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor all that tract or parcel of land known as Lot 205, South Harbor Phase G-2, Savannah, Chatham County, Georgia, which is more fully described in the attached Exhibit "A" incorporated herein by reference.

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 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 for their heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto the said Grantees, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized official on the day and year first above written.

SOUTH HARBOR CO., a Georgia corporation

By: _____
Stephen R. Lufburrow, President

ATTEST:

By: _____
Its: Assistant Secretary

[SEAL]

Signed, sealed and delivered
in the presence of:

Suzanne Ward
Witness

_____
Notary Public

Notarized the 26th day of July, 2017.

(Notary Seal)

**EXHIBIT "A"**

All that certain plat or parcel of land located in Chatham County, Georgia, identified as Lot 205, Phase G2, South Harbor Subdivision, as more particularly described on that certain "Plat of South Harbor, Phase G2, Chatham County, Georgia" dated August 23, 2002, recorded in Subdivision Map Book 42-S, Page 15, Chatham County, Georgia records.

PIN: 1-0334-01-010

PT-61 (Rev. 11/04) To be filed in **CHATHAM COUNTY** PT-61 025-2017-007644

| SECTION A – SELLER'S INFORMATION (Do not use agent's information) | | | SECTION C – TAX COMPUTATION | |
|---|---|---|---|---|
| SELLER'S BUSINESS / ORGANIZATION / OTHER NAME<br>South Harbor Co. | | | Exempt Code<br>If no exempt code enter NONE | NONE |
| MAILING ADDRESS (STREET & NUMBER)<br>7025 Hodgson Memorial Drive Suite H | | | 1. Actual Value of consideration received by seller<br>Complete Line 1A if actual value unknown | $1,150,000.00 |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY<br>Savannah, GA 31406 USA | DATE OF SALE<br>7/26/2017 | | 1A. Estimated fair market value of Real and Personal property | $0.00 |
| SECTION B – BUYER'S INFORMATION (Do not use agent's information) | | | 2. Fair market value of Personal Property only | $0.00 |
| BUYER'S LAST NAME<br>Redmond | FIRST NAME<br>Justin | MIDDLE<br>M. | 3. Amount of liens and encumbrances not removed by transfer | $0.00 |
| MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes)<br>1 Birkenhead Road | | | 4. Net Taxable Value<br>(Line 1 or 1A less Lines 2 and 3) | $1,150,000.00 |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY<br>Port Wentworth, GA 31407 USA | Check Buyers Intended Use<br>( ) Residential ( ) Commercial<br>( ) Agricultural ( ) Industrial | | 5. TAX DUE at .10 per $100 or fraction thereof<br>(Minimum $1.00) | $1,150.00 |

| SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc)) | | | | | |
|---|---|---|---|---|---|
| HOUSE NUMBER & EXTENSION (ex 265A) | PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION | | | | SUITE NUMBER |
| COUNTY<br>CHATHAM | CITY (IF APPLICABLE) | | MAP & PARCEL NUMBER<br>10334 01010 | | ACCOUNT NUMBER |
| TAX DISTRICT | GMD | LAND DISTRICT | ACRES | LAND LOT | SUB LOT & BLOCK |

| SECTION E – RECORDING INFORMATION (Official Use Only) | | | | |
|---|---|---|---|---|
| DATE | DEED BOOK | DEED PAGE | PLAT BOOK | PLAT PAGE |

ADDITIONAL BUYERS
Redmond, Jennifer G.

Please Return To:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401

Doc ID: 030519170012 Type: SD
Recorded: 07/27/2017 at 03:40:08 PM
Fee Amt: $2,734.00 Page 1 of 12
Intangible Tax: $2,700.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK 1137 PG 81-92

STATE OF GEORGIA }
}
COUNTY OF CHATHAM }

**DEED TO SECURE DEBT AND SECURITY AGREEMENT**

**THIS INDENTURE** is made this 26th day of July, 2017 by **Justin M. Redmond** and **Jennifer G. Redmond**, whose address is 1 Birkenhead Road, Port Wentworth, Georgia 31407, as Grantor, in favor of **South Harbor Co.**, a Georgia corporation, whose address is 7025 Hodgson Memorial Drive, Suite H, Savannah, Georgia 31406, as Grantee,

**W I T N E S S E T H:**

WHEREAS, Justin Redmond ("Borrower") is justly indebted to Grantee in the sum of **Nine Hundred Thousand and no/100ths ($900,000.00)**, in lawful money of the United States, and has agreed to pay the same, according to the terms of that certain Promissory Note (the "Note"), given by Borrower to Grantee, bearing even date herewith, **with final payment being due on August 1, 2022**, the Note, by reference, being made a part hereof;

NOW, THEREFORE, for and in consideration of Ten and no/100 Dollars ($10.00) the premises and of the sum hereinabove set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee the property described on Exhibit "A" attached hereto and incorporated herein by this reference;

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title,

interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, in FEE SIMPLE.

Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loan or security deeds and security agreements and is not a mortgage; and is made and intended to secure the payment of the indebtedness of Borrower to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other indebtedness now owing or which may hereafter be owing by Borrower to Grantee, however incurred, and all renewal or renewals and extension or extensions of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

This instrument establishes a perpetual or indefinite security interest in the Premises hereby conveyed as provided in O.C.G.A. §44-14-80(b), et. seq.

AND GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE as follows:

1. Borrower shall pay to Grantee the Secured Indebtedness with interest thereon as in the Note and this deed provided.

2. Borrower shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby; and (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein. Borrower shall promptly deliver to Grantee upon request receipts showing payment in full of all the above items. Grantee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice. The amount advanced to pay said charges shall be immediately due and payable to Grantee and shall become part of the Secured Indebtedness and bear interest at the Note Rate from the date of advancement. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this instrument or the Secured Indebtedness or any interest of the Grantee in the Premises or the obligations secured hereby, that is to be paid by Grantee, the Secured Indebtedness shall, at the option of the Grantee, become immediately due and payable and, in the event payment thereof is not made forthwith,

Grantee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the indebtedness.

3. (a) Upon completion of improvements on the Premises, Borrower shall keep the Premises insured for the benefit of Grantee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Grantee may from time to time require, all in an amount not less than the total outstanding balance of the Note secured hereby, not exceeding 100% of full insurable value of any improvements constructed thereon. Such policy or policies shall name Grantee as "First Mortgagee".

(b) Not less than ten (10) days prior to the expiration date of each policy of insurance required of Borrower pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Borrower shall deliver to Grantee a renewal policy or policies marked premium paid or accompanied by other evidence of payment satisfactory to Grantee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of the Borrower, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Grantee, with respect to all property conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

4. Borrower shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Borrower shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 7 herein. Borrower shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed.

5. Borrower shall faithfully perform the covenants of Borrower as lessor under any present and future leases, affecting all of any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Borrower or Grantee therein or thereunder. Borrower, without first obtaining the written consent of Grantee thereto, shall not (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part hereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect rents from the Premises for more than one month in advance. Borrower shall procure and deliver to Grantee at the time of executing this deed, or at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to, Grantee and deliver to Grantee a recorded assignment of all of the lessor's interest in said leases, in form and substance satisfactory to Grantee (in addition to the conveyance hereunder), and proof of due

service of copy of said assignment on such lessee, either personally or by prepaid registered mail, return receipt requested.

6. Borrower shall execute and deliver (and pay the costs of preparation and recording thereof) to Grantee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Grantee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this deed and extensions or modifications thereof. Borrower, upon request, made either personally or by mail, shall certify by a writing, duly acknowledged, to Grantee or to any proposed assignee of this deed, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request is made by mail.

7. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Borrower shall continue to pay principal and interest on the secured indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Grantee of any award or payment for such taking, alteration, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Grantee, be retained and applied by Grantee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Borrower for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose of object satisfactory to Grantee, but Grantee shall not be obligated to see to the application of any amount paid over to Borrower. If, prior to the receipt by Grantee of such award or payment, the Premises shall have been sold on foreclosure of this deed, Grantee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this deed shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or payment.

8. Intentionally Deleted.

9. Upon the occurrence of any one of the following events (herein called an "event of default"):

(a) should Borrower fail to pay the Secured Indebtedness, or any part thereof, within ten (10) days of receipt of written notice of failure to pay from Grantee;

(b) should Borrower default under any particular covenants, agreements, obligations and conditions set out in this deed, or in the Note,

or in any other instruments given with respect to the Secured Indebtedness, and should such default not be cured within thirty (30) days of receipt of written notice thereof from Grantee;

(c) should any warranty of Borrower herein contained, or contained in any instrument, transfer, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;

(c) should the premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the premises be diminished except as provided for in Article 7 herein;

(d) should any federal tax lien or claim for lien for labor or material be filed of record against Borrower or the Premises and not be removed by payment or bond within thirty (30) days from date of recording;

(e) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding;

(f) should Borrower make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Borrower, or of any of Borrower's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Borrower, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Borrower be adjudicated a bankrupt or insolvent, or should Borrower, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;

(g) should any event occur under any instrument, deed or agreement, given or made by Borrower to or with any third party, which would authorize the acceleration of any debt to any such third party; then and thereupon Grantee may do any one or more of the following:

(i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefore, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Grantor, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Grantor will transfer and assign to Grantee, in form satisfactory to Grantee, Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;

(ii) pay any sums in any form or manner deemed expedient by Grantee to protect the security of this instrument or to cure any event of default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Grantee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the Note rate per annum, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Grantee; and Grantee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Grantee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument;

(iii) declare the entire Secured Indebtedness immediately due, payable and collectable, without notice to Grantor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable and collectible; and thereupon, Grantee may sell and dispose of the Premises at public auction, at the usual place for conducting sales at the Courthouse in the county where the Premises or any part thereof may be, to the highest bidder for cash, first advertising the time, terms and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of power of sale, herein granted, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns, agent and attorney in fact to make such recitals, sale and conveyance, and all of the acts of such attorney in fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exemptions of Grantor, or its successors in interest, in and to said Premises, and Grantee, or its assigns, shall collect the proceeds of such

sale, reserving therefrom all unpaid Secured Indebtedness with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, fire insurance premiums and other charges, with interest at the Note Rate thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and 15% of the aggregate amount due, as attorneys' fees, and pay over any surplus to Grantor; and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

Grantee, in any action to foreclose this deed, or upon any event of default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursued to any order in any judicial proceedings or otherwise, the Premises or any part thereof may be sold in one parcel and as entirely, or in such parcels, manner or order as Grantee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

10. If all or any part of Premises or an interest therein is sold or transferred by Borrower without Grantee's prior written consent, excluding, (a) the creation of a lien or encumbrance subordinate to this deed; (b) conveyance of fifty percent (50%) or less of the Premises to a spouse or child of Grantor; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest. Grantee may, at Grantee's option, declare all the sums secured by this Deed to be immediately due and payable. Grantee shall have waived such option to accelerate if, prior to the sale or transfer, Grantee and the person to whom Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Grantee herein and the interest payable on the sums secured by this Deed shall be at such rate as Grantee herein shall request. Acceptance by Grantee of one or more installment payments on the indebtedness secured thereby subsequent to any sale or change in ownership or possession of said real estate, or any part thereof, as to which the Grantee has not granted its written consent, shall not constitute a waiver of the Grantee's said option, which may be exercised by the Grantee at any time.

11. Grantor, for themselves, their heirs, successors and/or assigns, hereby waives and renounces all homestead and exemption rights provided for by the constitution and Laws of the United States or the State of Georgia, in and to the Premises as against the collection of the

Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of the conveyance or the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

12. Grantee shall have the right from time to time to sue Borrower for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this deed, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Grantee thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

13. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusive of the others, and all of them are cumulative to the remedies for collection of indebtedness, enforcement or rights under security deeds, and preservation of security as provided at law. No act of Grantee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

14. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known by Grantee or (b) addressed to the street address of the Premises hereby conveyed.

15. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

16. The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantor shall be and mean the several as well as joint undertaking of each of them.

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

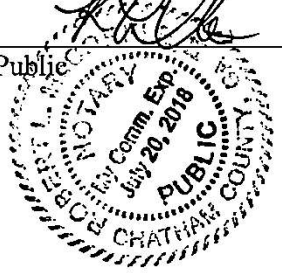
Justin M. Redmond

Jennifer G. Redmond

Signed, sealed and delivered
in the presence of:

Witness

Notary Public




Q:\DATA\WPDATA\7800\7898-01 Security Deed.docx

**EXHIBIT "A"**

All that certain plat or parcel of land located in Chatham County, Georgia, identified as Lot 205, Phase G2, South Harbor Subdivision, as more particularly described on that certain "Plat of South Harbor, Phase G2, Chatham County, Georgia" dated August 23, 2002, recorded in Subdivision Map Book 42-S, Page 15, Chatham County, Georgia records.

PIN: 1-0334-01-010

**RIDER TO SECURITY DEED**

COUNTY OF CHATHAM
STATE OF GEORGIA

GRANTOR: **JUSTIN M. REDMOND**
**JENNIFER G. REDMOND**

LENDER: **SOUTH HARBOR CO.**

DATE OF SECURITY INSTRUMENT: **JULY 26, 2017**

**WAIVER OF GRANTOR'S RIGHTS**

BY SIGNING BELOW, GRANTOR EXPRESSLY (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN IN THE SECURITY INSTRUMENT TO LENDER TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY BORROWER WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER PROVISIONS OF THE SECURITY INSTRUMENT AND THE NOTE; (2) WAIVES ANY AND ALL RIGHTS WHICH BORROWER MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THE NOTE AND THE SECURITY INSTRUMENT; (3) ACKNOWLEDGES THAT BORROWER HAS READ THE SECURITY INSTRUMENT AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THE SECURITY INSTRUMENT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO BORROWER AND BORROWER HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF BORROWER'S CHOICE PRIOR TO EXECUTING THIS SECURITY INSTRUMENT; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF BORROWER HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER HAVE BEEN PART OF A BARGAINED FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY INSTRUMENT.

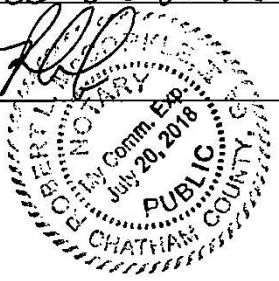
Justin M. Redmond

Jennifer G. Redmond

Signed, sealed and delivered
in the presence of:

Witness

Notary Public



## CLOSING ATTORNEY'S AFFIDAVIT

COUNTY OF CHATHAM
STATE OF GEORGIA

GRANTOR: **JUSTIN REDMOND**
**JENNIFER GREGORIAN REDMOND**

LENDER: **SOUTH HARBOR CO.**

DATE OF SECURITY DEED: **JULY 26, 2017**

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn, according to law, states under oath as follows: In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of Borrower's Rights," by the Grantor, I reviewed with and explained to the Grantor the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a non-judicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights," and informed the Grantor of Grantor's rights under the Constitution of the State of Georgia, and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Grantor of Grantor's rights. After said review with an explanation to Grantor, Grantors executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

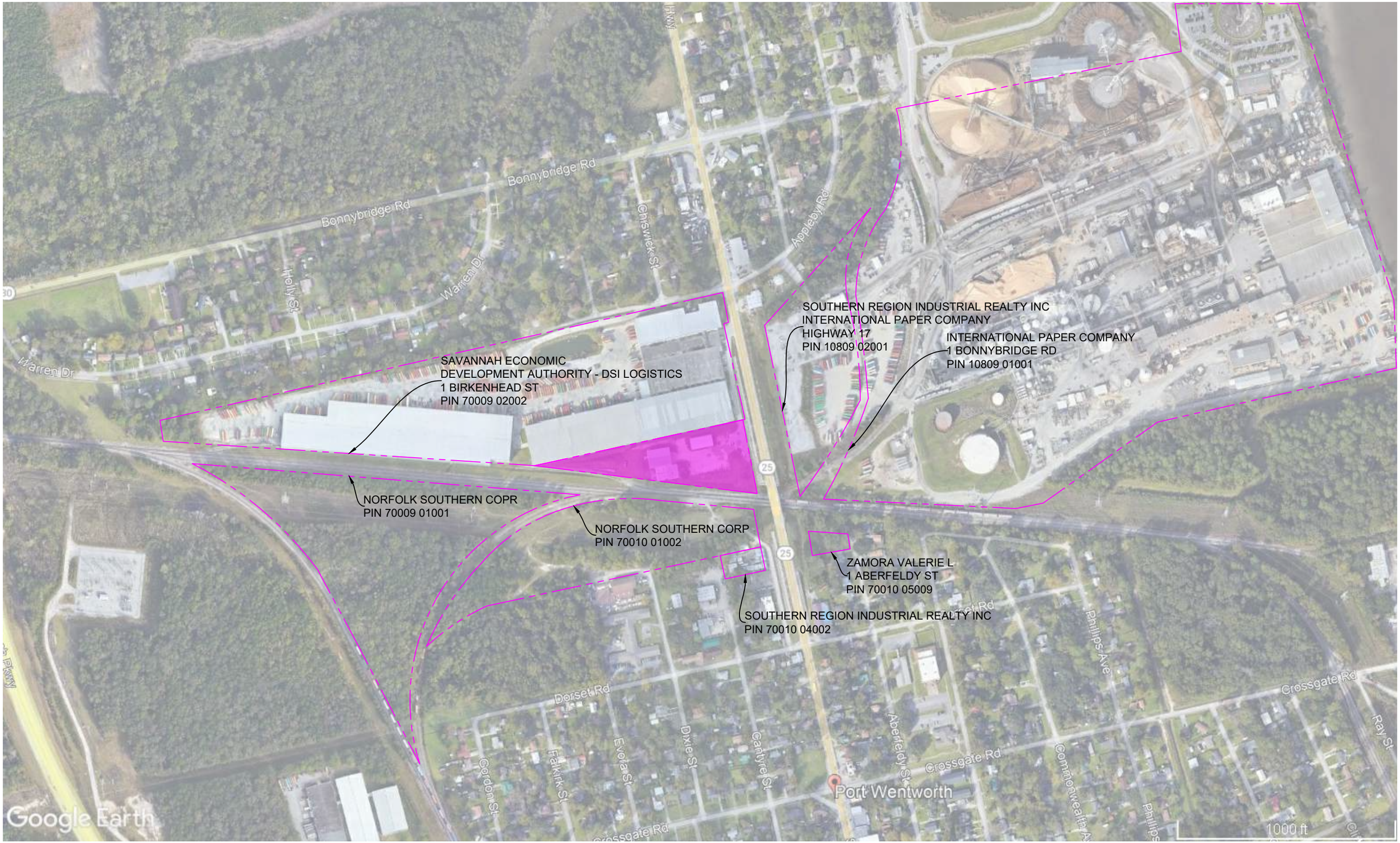
Based on said review with and explanation to the Grantor, it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Grantor's constitutional rights to a judicial hearing prior to any such non-judicial foreclosure.

Robert L. McCorkle, III, Esq.

Sworn to and subscribed before me
this 26th day of July, 2017.

Notary Public

BRANDI GRIFFIN NOTARY PUBLIC CHATHAM COUNTY, GEORGIA MY COMM. EXPIRES MAR. 22, 2018




| REVISIONS | | | | | |
|---|---|---|---|---|---|
| REV | DATE | DESCRIPTION | REV BY | CHK'D BY | APP'D BY |
| A | 04/23/2024 | FOR REVIEW | W. HINSON | | |
| | | | | | |
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COMPANY

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14527 US 64 ALTERNATE WEST
ROCKY MOUNT NC 27801
888.206.4563
www.transtechenergy.com

| JOB NUMBER | JOB DESCRIPTION | |
|---|---|---|
| CO00002269 | BULK PLANT | |
| FACILITY NAME | LOCATION | |
| FERRELL GAS | PORT WENTWORTH, GA | |
| DRAWN BY | CHECKED BY: | APPROVED BY: |
| WilliamHinson | | |
| DATE: | SCALE | PAPER SIZE |
| | N/A | 11x17 |

DRAWING TITLE

LAYOUT
SITE LAYOUT
SURROUNDING PROPERTIES - 300' SETBACK

DRAWING NO. B - RM - CO00002269 - 4LO - 101

REV 161

# 3 BIRKENHEAD RD.
# GRAVEL YARD MAINTENANCE PLAN

LOGISTICS

GARDEN CITY, GEORGIA
MAY 2024
P.I.N. 7-0009-02-001

**Project Description:**

SURFACE MAINTENANCE AND UTILITY UPDATES FOR AN EXISTING INDUSTRIAL GRAVEL YARD

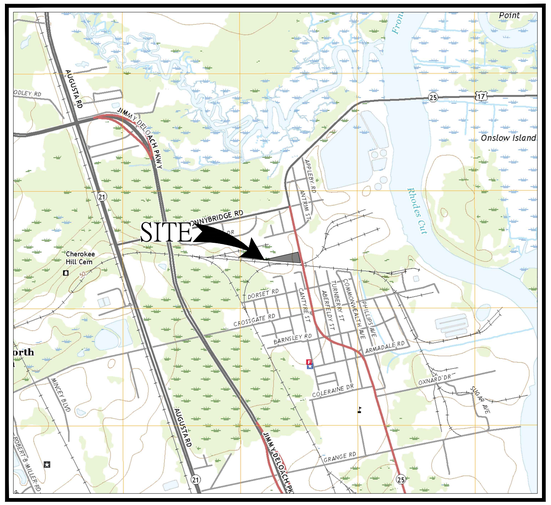
ACRES TOTAL: 3.52
ACRES DISTURBED: 0.0

**Engineer:**
INTEGRATED CIVIL SOLUTIONS, LLC.
MARC LIVERMAN, P.E.
912-507-5755
www.integrated.com

**Property Owner:**
DSI REALTY III, LLC
1 BIRKHEAD STREET
PORT WENTWORTH, GA 31407

**Responsible Official:**
JUSTIN REDMOND
912-964-0399

**Facility Location:**
LAT: 32.153694
LONG: -81.16449




**Vicinity Map**
Scale: 1"=2000'
Source:
United States Geological Survey
Quad: Port Wentworth, GA
Dated: 2020

**Index of Drawings:**


| | |
|---|---|
| | COVER |
| C-101 | EXISTING CONDITIONS, AND DEMOLITION PLAN |
| C-201 | WEST SITE GRAVEL MAINTENANCE PLAN |
| C-202 | EAST SITE GRAVEL MAINTENANCE PLAN |
| C-301 | UTILITY MAINTENANCE PLAN |
| C-701 | CONSTRUCTION DETAILS |
| C-702 | CONSTRUCTION DETAILS |



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3 BIRKENHEAD: GRAVEL YARD MAINTENANCE PLAN

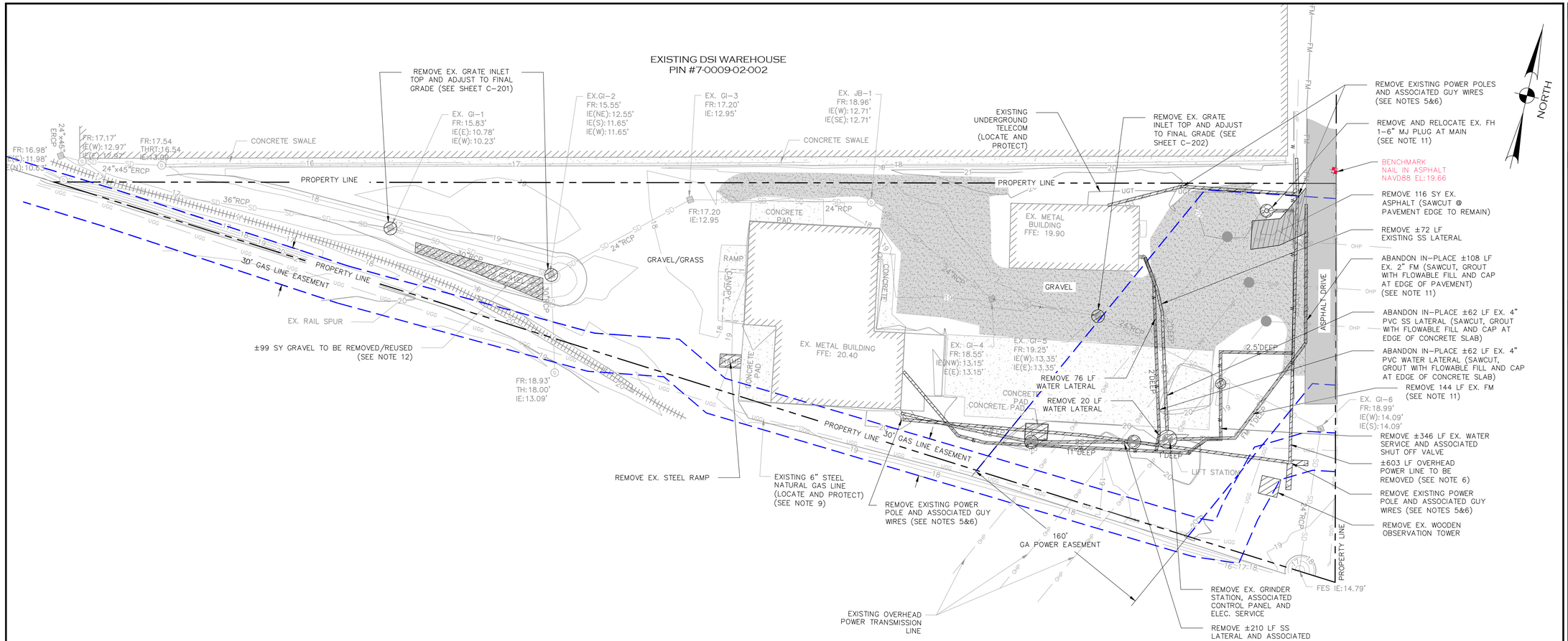
LOGISTICS
3 BIRKENHEAD RD.
PORT WENTWORTH, GA 31407

REVISIONS
A - ISSUED FOR REVIEW 05/17/2024

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|---|---|
| DATE: | 05/17/2024 |
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| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| QC'D BY: | MAL |

SHEET:

COVER




811 Know what's below. Call before you dig.




## LEGEND

| EXISTING | NEW | DESCRIPTION |
|---|---|---|
| | | PROPERTY LINE |
| | | EASEMENT |
| | | LIMITS OF CONSTRUCTION |
| | | TREE LINE |
| 10 | 10 | PROMINENT CONTOUR |
| 2 | 2 | INTERMEDIATE CONTOUR |
| | | FIRM ZONE X (FLOOD PLAIN) |
| | | PAVED ACCESS ROAD |
| | | GRAVEL ACCESS ROAD |
| | | RAIL |
| SD | SD | STORM DRAIN |
| | | BENCHMARK |
| | XX | SILT FENCE |
| | | DEMOLITION |
| SS | SS | SANITARY SEWER |
| FM | FM | FORCEMAIN |
| W | W | WATER MAIN |
| UE | UE | ELECTRIC SERVICE |
| UTL | UTL | DATA/COMM SERVICE |
| OHP | OHP | OVERHEAD POWER |
| | | FIRE HYDRANT |

## NOTES:

1. EXISTING CONDITIONS INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED MAY 3, 2018 AND UPDATED OCTOBER 19, 2023.
2. THE SUBJECT PARCEL LIES IN FLOOD ZONE X AS SHOWN ON FEMA F.I.R.M. MAP NO. 13051C, PANEL 0045g, REVISED AUGUST 16, 2018.
3. NO WETLANDS ARE EXPECTED TO BE IMPACTED BY THE PROPOSED MAINTENANCE ACTIVITIES.
4. CONTRACTOR SHALL VERIFY BENCHMARK COORDINATES AND ELEVATION PRIOR TO BEGINNING WORK. CONTRACTOR SHALL ESTABLISH TWO PERMANENT BENCHMARKS PRIOR TO BEGINNING WORK.
5. CONTRACTOR SHALL COORDINATE REMOVAL OF EXISTING POWER POLES, OVERHEAD POWER LINES, AND ASSOCIATED GUY WIRES WITH GA POWER.
6. CONTRACTOR SHALL RE-ROUTE EXISTING OVERHEAD POWER SERVICE TO ONSITE BUILDINGS VIA UNDERGROUND CONDUITS AS SHOWN ON C-301.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL MISCELLANEOUS ITEMS WITHIN THE LIMITS OF CONSTRUCTION THAT MAY INTERFERE WITH NEW CONSTRUCTION. CONTRACTOR SHALL COORDINATE THIS WORK WITH OWNER. THESE INCLUDE, BUT ARE NOT LIMITED TO, SHRUBBERY, BURIED DEBRIS, AND MISCELLANEOUS UTILITIES.
8. PROJECT SITE MAY CONTAIN UTILITIES THAT WERE UNKNOWN OR UNIDENTIFIABLE DURING THE FIELD SURVEY. THE CONTRACTOR SHALL EMPLOY THE FOLLOWING METHODS WHEN UNKNOWN OR UNIDENTIFIED UTILITIES ARE DISCOVERED:
   - 8.1. IDENTIFY UTILITY OWNER AND ESTABLISH IF UTILITY PROVIDES SERVICE TO ADJACENT PROPERTY OWNERS.
   - 8.2. PROTECT ALL UTILITIES THAT PROVIDE SERVICE TO ADJACENT PROPERTY OWNERS.
   - 8.3. ALL UTILITIES AND ASSOCIATED APPURTENANCES THAT ARE NO LONGER IN SERVICE SHALL BE REMOVED TO THE EXTENT POSSIBLE EXCEPT FOR THOSE LOCATED WITHIN THE CRITICAL ROOT ZONE(S) OF EXISTING TREES TO REMAIN. THE UTILITIES THAT CANNOT BE REMOVED WITHOUT DAMAGE TO EXISTING TREE TO REMAIN SHALL BE FILLED WITH FLOWABLE FILL, CAPPED AND ABANDONED IN-PLACE.
9. CONTRACTOR SHALL FIELD LOCATE AND PROTECT EXISTING UTILITIES TO REMAIN (E.G. WATER SERVICES, SANITARY SEWER, FIBER OPTIC CABLES, ELECTRIC SERVICE, TELECOM, CABLES AND GAS MAINS/LATERALS). CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE OR DISRUPT EXISTING UTILITIES DURING DEMOLITION AND CONSTRUCTION. ANY DAMAGE TO THE EXISTING UTILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
10. ALL EXISTING STORMWATER PIPE IN THE PROJECT AREA ARE TO BE LOCATED AND PROTECTED BY THE CONTRACTOR. ANY DAMAGE TO EXISTING PIPE SHALL BE REPAIRED/REPLACED AT CONTRACTOR'S EXPENSE.
11. EXISTING FORCEMAIN AND WATERMAIN ROUTING SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ROUTE PRIOR TO BEGINNING CONSTRUCTION.
12. CONTRACTOR SHALL REUSE EXISTING GRAVEL FOR SUBGRADE STABILIZATION OR AS DIRECTED BY THIRD PARTY TESTING AGENT.

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# 3 BIRKENHEAD; GRAVEL YARD MAINTENANCE PLAN

3 BIRKENHEAD RD,
PORT WENTWORTH, GA 31407

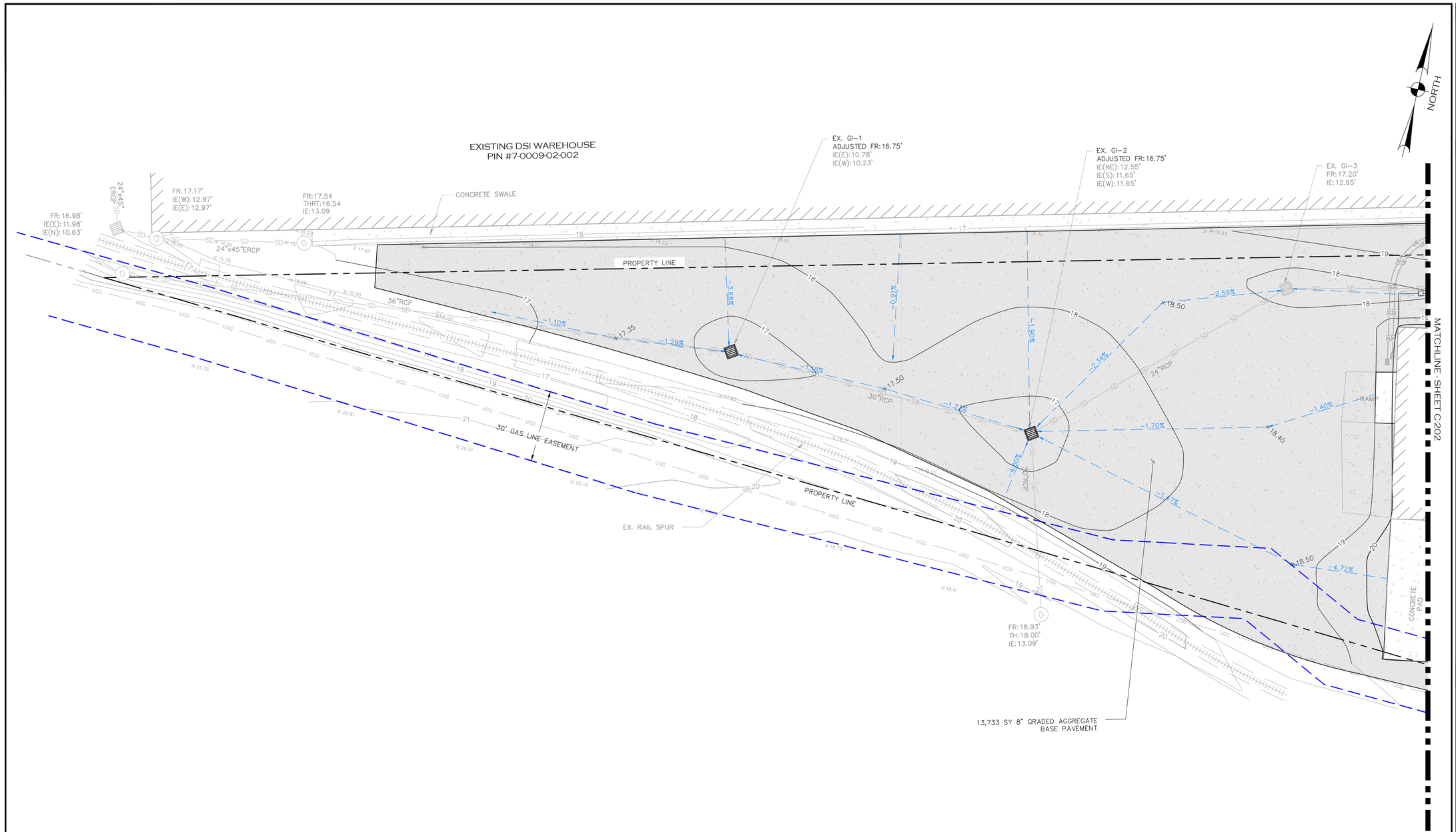
| REVISIONS | |
|---|---|
| A - ISSUED FOR REVIEW | 05/17/2024 |

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| DRAWN BY: | MAL |
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EXISTING CONDITIONS AND DEMOLITION PLAN

C-101




Know what's **below.**
**Call** before you dig.

20 0 10 20 40 80

SCALE (IN FEET)

NOTES:

1. EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED OCTOBER 19, 2023.

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# 3 BIRKENHEAD: GRAVEL YARD MAINTENANCE PLAN

3 BIRKENHEAD RD,
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SHEET:

WEST SITE GRAVEL MAINTENANCE PLAN

C-201

EXISTING DSI WAREHOUSE
PIN #7-0009-02-002

NORTH

EX. GI-3
FR:17.20'
IE:12.95'

CONCRETE SWALE

EX. JB-1
FR:18.96'
IE(W):12.71'
IE(SE):12.71'

GI-3B (GRATE INLET
ON EX. 24" RCP)
FR:17.90'
IE:12.93'

13,733 SY 8" GRADED AGGREGATE
BASE PAVEMENT

BENCHMARK
NAIL IN ASPHALT
NAVD88 EL:19.66

PROPERTY LINE

50 LF CONCRETE JERSEY
BARRIER-PAINTED
SAFETY YELLOW

EX. METAL
BUILDING
FFE: 19.90

8" STEEL BOLLARD
(2 TOTAL)

8" STEEL BOLLARD
(2 TOTAL)

ASPHALT DRIVE

PROPERTY LINE

MATCHLINE - SHEET C-201

RAMP

CONCRETE
PAD

EX. METAL BUILDING
FFE: 20.40

GRADE=19.8
DEPTH=4.1
PIPE EL=15.7

GRADE=19.4
DEPTH=3.6
PIPE EL=15.8

EX. GI-4
FR:18.55'
IE(NW):13.15"
IE(E):13.15'

EX. GI-5
ADJUSTED FR:18.90'
IE(W):13.35'
IE(E):13.35'

CONCRETE
PAD

EX. GI-6
FR:18.99'
IE(W):14.09'
IE(S):14.09'

PROPERTY LINE

30' GAS LINE EASEMENT

160'
GA POWER EASEMENT

FES IE:14.79'

Know what's **below.**
**Call** before you dig.

20 0 10 20 40 80
SCALE (IN FEET)

NOTES:

1. EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED OCTOBER 19, 2023.

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# 3 BIRKENHEAD: GRAVEL YARD MAINTENANCE PLAN

DSI LOGISTICS
3 BIRKENHEAD RD,
PORT WENTWORTH, GA 31407

REVISIONS
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SHEET:

EAST SITE GRAVEL MAINTENANCE PLAN

C-202

C:\Users\gt769\Integrated Civil Solutions\CS - Documents\Projects\Industrial\1001-DSI\106.1-3 Birkenhead\3-Design Data\2-DWGs\006-106.1-202-E Site Maint Plan.dwg 5/20/24 MARC LIVERMAN

EXISTING DSI WAREHOUSE
PIN #7-0009-02-002

217 LF 6' CHAIN LINK FENCE
38 LF 6" PVC SS LATERAL (SDR-26) (S=1.0% MIN)
17"x30" PULL BOX (TIER 15) (2 TOTAL)
472 LF 4" SCH. 80 PVC ELECTRICAL CONDUIT
467 LF 4" SCH. 80 PVC CONDUIT (SPARE)
24' DOUBLE SWING GATE W KNOX BOX
DUPLEX GRINDER STATION CONTROL PANEL MOUNTED TO EX. BUILDING
DUPLEX GRINDER STATION TOP EL:19.75 IE:14.31 (6" PVC) BOTTOM EL:12.00
111 LF 1.5" HDPE (SDR-11) FM
CONCRETE SWALE
RELOCATED FIRE HYDRANT 1-6" VALVE ON EX. 6" WM (INSTA-VALVE OR APPROVED EQUAL) 1-6" DI LATERAL
PROPOSED POWER POLE LOCATION (SEE NOTE 2)
BENCHMARK NAIL IN ASPHALT NAVD88 EL:19.66
150 LF 4" SCH. 80 PVC DATA/COMM. CONDUIT
148 LF 4" SCH. 80 PVC ELECTRICAL CONDUIT
PROPERTY LINE
ASPHALT DRIVE
PROPERTY LINE
EX. METAL BUILDING FFE: 19.90
SS C.O. IE: 14.69
SS C.O. IE: 14.85
C.O. IE: 14.40
C.O. IE: 15.95
60 LF 6" PVC SS LATERAL (SDR-26) (S=1.0% MIN)
CONCRETE PAD
17"x30" PULL BOX (TIER 33) (TYP OF 2)
RAMP
259 LF 4" PVC SS LATERAL (SDR-26) (S=1.0% MIN)
TAX PARCEL 70009 02001 TRACT IN PORT WENTWORTH BIRKENHEAD ST
CONCRETE
193 LF 2" PE WATER LATERAL
2" GV IN BOX W/ CONCRETE COLLAR (2 TOTAL)
CONNECT 2" PE WATER LATERAL TO EX. TAP ON 6" WM (SEE NOTE 2)
SS C.O. IE: 16.95
EX. METAL BUILDING FFE: 20.40
CONCRETE PAD
351 LF 2" PE WATER LATERAL
SS C.O. IE: 17.30
17"x30" PULL BOX (TIER 15) (2 TOTAL)
CONCRETE PAD
PROPERTY LINE
30' GAS LINE EASEMENT
513 LF 4" SCH 80 PVC DATA/COMM. CONDUIT
17"x30" PULL BOX (TIER 33) (2 TOTAL)
508 LF 4" SCH. 80 PVC ELECTRICAL CONDUIT
160' GA POWER EASEMENT

NORTH

Know what's below. Call before you dig.

20 0 10 20 40 80
SCALE (IN FEET)

NOTES:

1. EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED OCTOBER 19, 2023.
2. CONTRACTOR SHALL COORDINATE UTILITY CONNECTIONS WITH UTILITY OWNERS.

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# 3 BIRKENHEAD: GRAVEL YARD MAINTENANCE PLAN

DSI LOGISTICS
3 BIRKENHEAD RD,
PORT WENTWORTH, GA 31407

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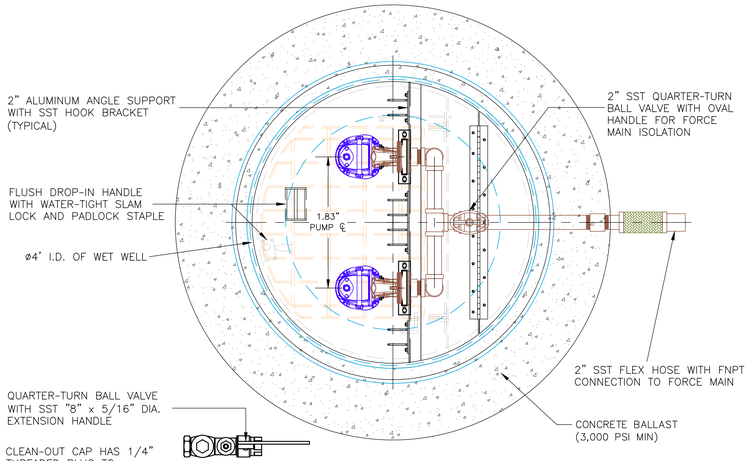
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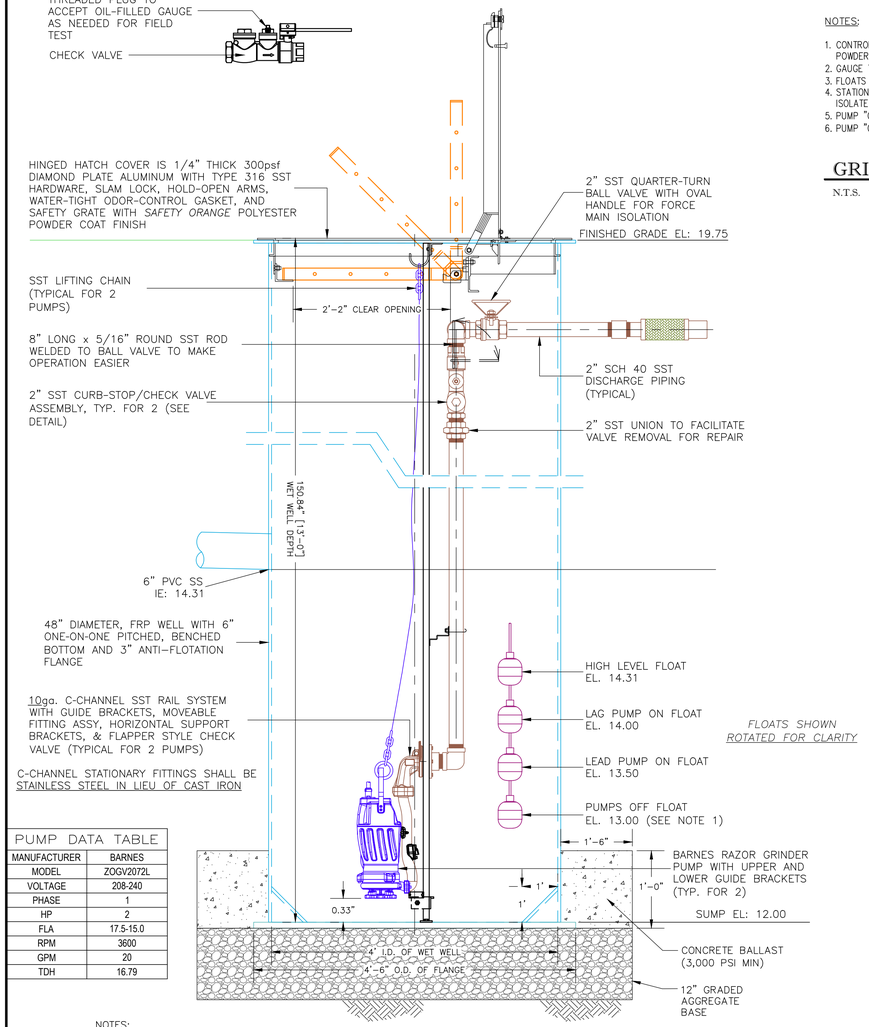
SHEET:

UTILITY MAINTENANCE PLAN

C-301

C:\Users\gt769\Integrated Civil Solutions\CS - Documents\Projects\Industrial\1001-DSI\106.1-3 Birkenhead\3-Design Data\2-DWGs\1006-106.1-301-Util Maint Plan.dwg 5/20/24 MARC LIVERMAN



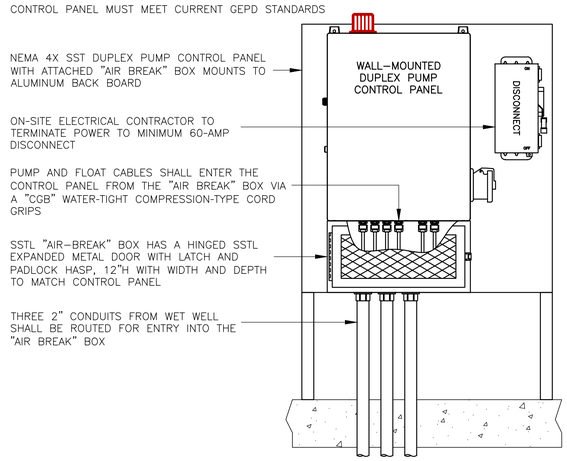




| PUMP DATA TABLE | |
|---|---|
| MANUFACTURER | BARNES |
| MODEL | ZOGV2072L |
| VOLTAGE | 208-240 |
| PHASE | 1 |
| HP | 2 |
| FLA | 17.5-15.0 |
| RPM | 3600 |
| GPM | 20 |
| TDH | 16.79 |

NOTES:
1. PUMP OFF ELEVATION SHALL BE SET AT THE MINIMUM SUBMERGENCE AS RECOMMENDED BY THE PUMP MANUFACTURER.

## DUPLEX SUBMERSIBLE GRINDER STATION DETAIL

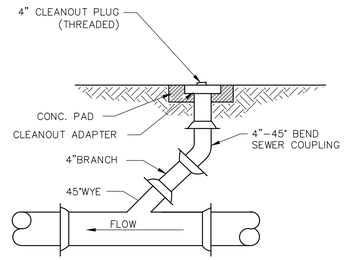
N.T.S.




NOTES:
1. CONTROL PANEL MUST MEET CURRENT GEPD STANDARDS. CONTROL PANEL AND "AIR BREAK" BOX TO RECEIVE FOREST GREEN POWDER COAT FINISH AFTER FABRICATION AND ASSEMBLY.
2. GAUGE TO BE SIZED TO READ NO MORE THAN 1-1/2 TIMES THE MAX. PRESSURE PUMP PROVIDES AT DEAD HEAD.
3. FLOATS SHALL BE ANCHOR SCIENTIFIC MERCURY SWITCH ROTO TYPE S (SUSPENDED) WITH INTERNAL WEIGHTS.
4. STATION SHALL INCLUDE A SST BALL VALVE WITH OVAL HANDLE ON THE DISCHARGE PRIOR TO EXITING THE WET WELL TO ISOLATE FORCE MAIN PRESSURE IF ANY INTERIOR REPAIRS MUST BE MADE.
5. PUMP "C" CHANNELS SHALL BE 10 GAUGE IN LIEU OF STANDARD 14 GAUGE.
6. PUMP "C" CHANNEL STATIONARY FITTINGS SHALL BE STAINLESS STEEL IN LIEU OF STANDARD CAST IRON.

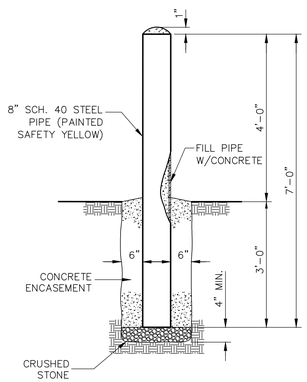
## GRINDER STATION CONTROL PANEL DETAIL

N.T.S.



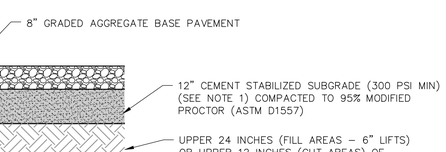

## SANITARY SEWER CLEANOUT

N.T.S.




## BOLLARD DETAIL

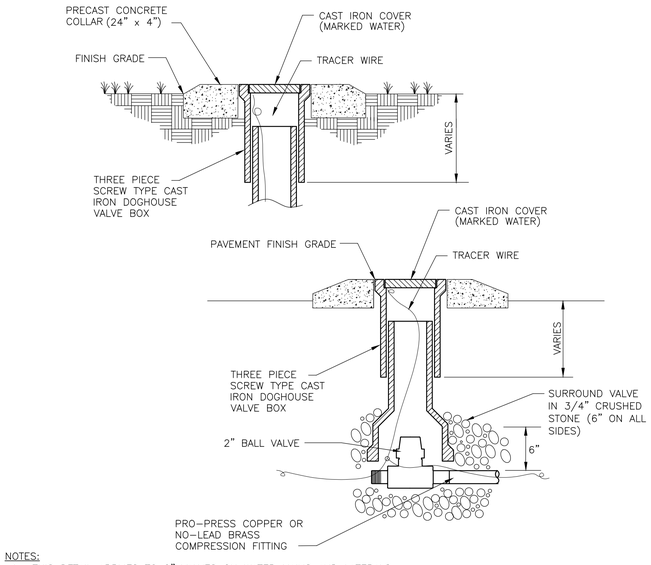
N.T.S.




NOTE:
1. CONTRACTOR SHALL COORDINATE SOIL CEMENT DESIGN AND MIXING RATIO WITH OWNER'S TESTING AGENCY.

## GRAVEL PAVEMENT DETAIL

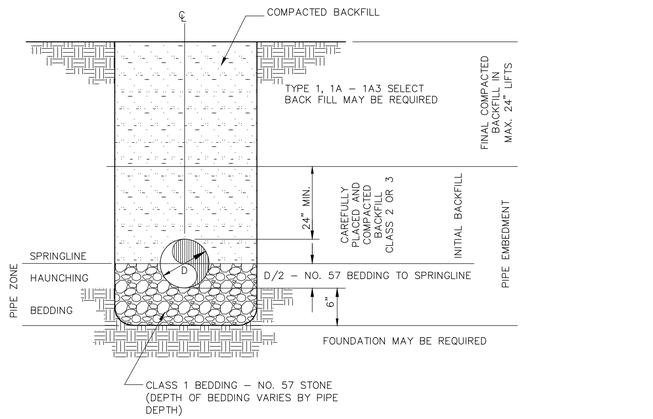
N.T.S.




NOTES:
1. THIS DETAIL APPLIES TO 2" VALVES ON WATER MAINS AND LATERALS.
2. IN UNPAVED AREAS, PROPERLY BED AND SET EDGE OF PRECAST CONCRETE COLLAR FLUSH WITH FINISHED GRADE.
3. VALVE BOX SHALL NOT REST ON THE VALVE OR ON THE LINE.
4. CONNECT THE TRACER WIRE ON THE VALVE TO THE TRACER WIRE ON THE LINE WITH SPLICE CONNECTOR.

## WATER VALVE AND VALVE BOX DETAIL

N.T.S.




## TYPICAL TRENCH EXCAVATION/ DETAIL FOR SANITARY SEWER

N.T.S.

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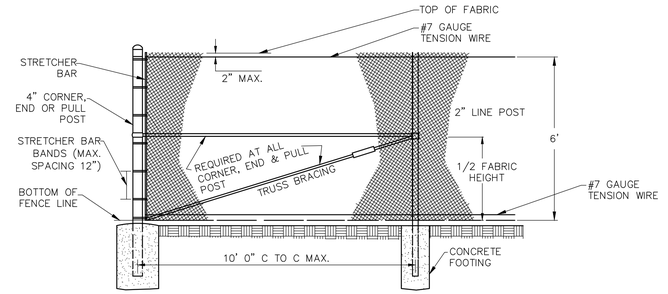
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SHEET:

CONSTRUCTION DETAILS

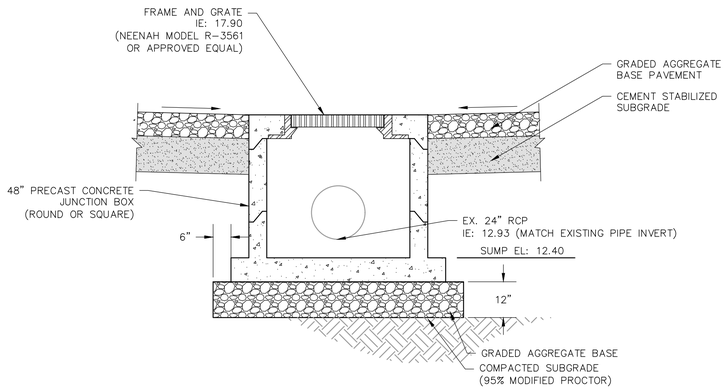
C-701

C:\Users\gt769\Integrated Civil Solutions\CS - Documents\Projects\Industrial\1001-DSI\106.1-3 Birkenhead\3-Design Data\2-DWGs\006-106.1-701-Const Details.dwg 5/20/24 MARC LIVERMAN




## CHAIN-LINK FENCE ELEVATION

N.T.S.




## GI-3B GRATE INLET DETAIL

N.T.S.

INTEGRATED CIVIL SOLUTIONS, LLC.
912-507-5755
WWW.INTCIVIL.COM
SAVANNAH, GA
GA COA: PEF 008735
(EXP: JUNE 30, 2024)

DRAFT

3 BIRKENHEAD: GRAVEL YARD MAINTENANCE PLAN

3 BIRKENHEAD RD,
PORT WENTWORTH, GA 31407

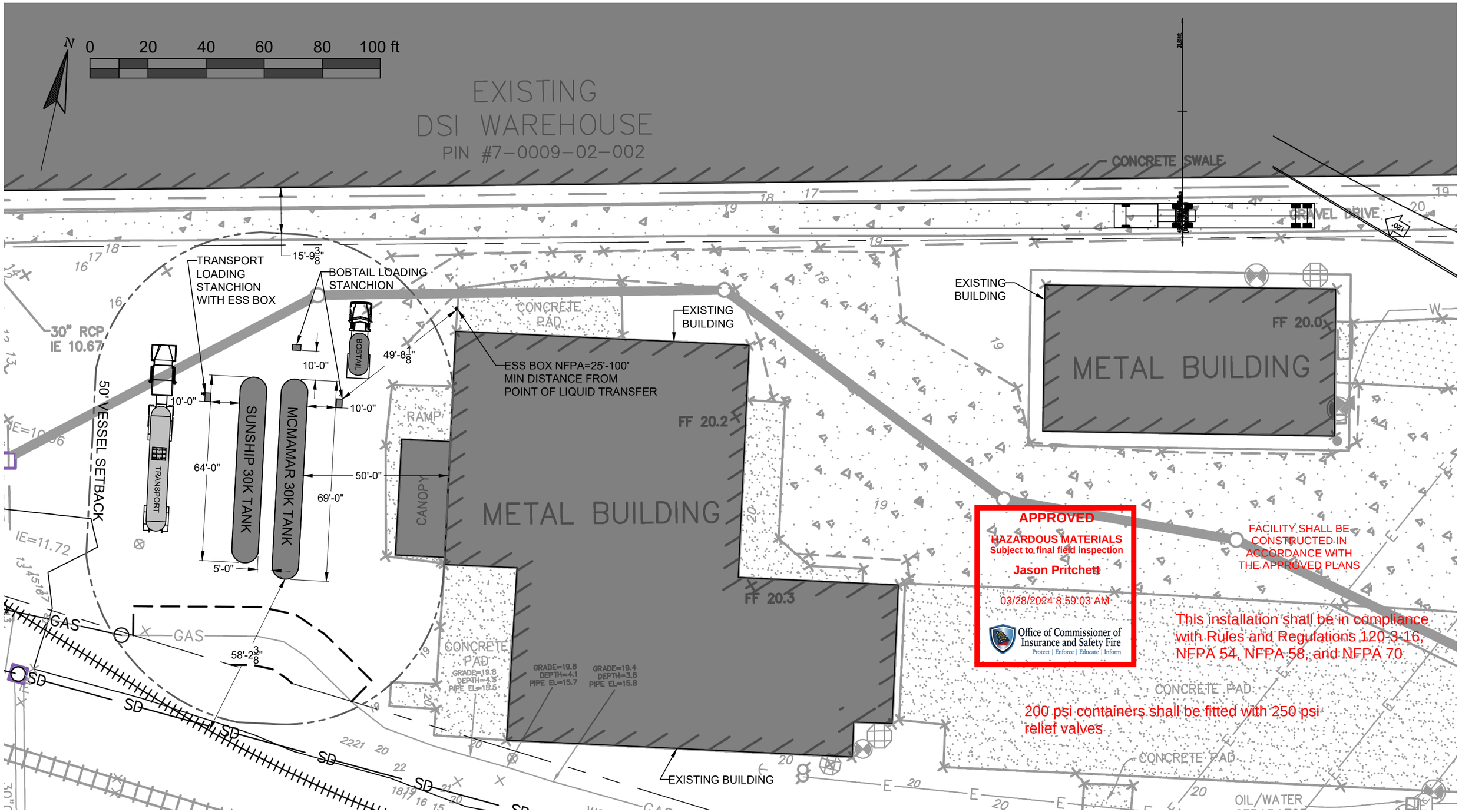
| REVISIONS | |
|---|---|
| A - ISSUED FOR REVIEW | 05/17/2024 |

| | |
|---|---|
| DATE: | 05/17/2024 |
| PROJECT NUMBER: | 1001-106.1 |
| DRAWN BY: | MAL |
| CHECKED BY: | MAL |
| QC'D BY: | MAL |

SHEET:

CONSTRUCTION DETAILS

C-702




| REVISIONS | | | | | |
|---|---|---|---|---|---|
| REV | DATE | DESCRIPTION | REV BY | CHK'D BY | APP'D BY |
| A | 01/25/2023 | FOR REVIEW | W. HINSON | P. SWANGER | |
| | | | | | |
| | | | | | |
| | | | | | |

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COMPANY

TRANSTECH ENERGY
14527 US 64 ALTERNATE WEST
ROCKY MOUNT NC 27801
888.206.4563
www.transtechenergy.com

| JOB NUMBER | JOB DESCRIPTION | |
|---|---|---|
| CO00002269 | BULK PLANT | |
| FACILITY NAME | LOCATION | |
| FERRELL GAS | PORT WENTWORTH, GA | |
| DRAWN BY | CHECKED BY: | APPROVED BY: |
| William Hinson | | |
| DATE: | SCALE | PAPER SIZE |
| | N/A | 11x17 |

DRAWING TITLE

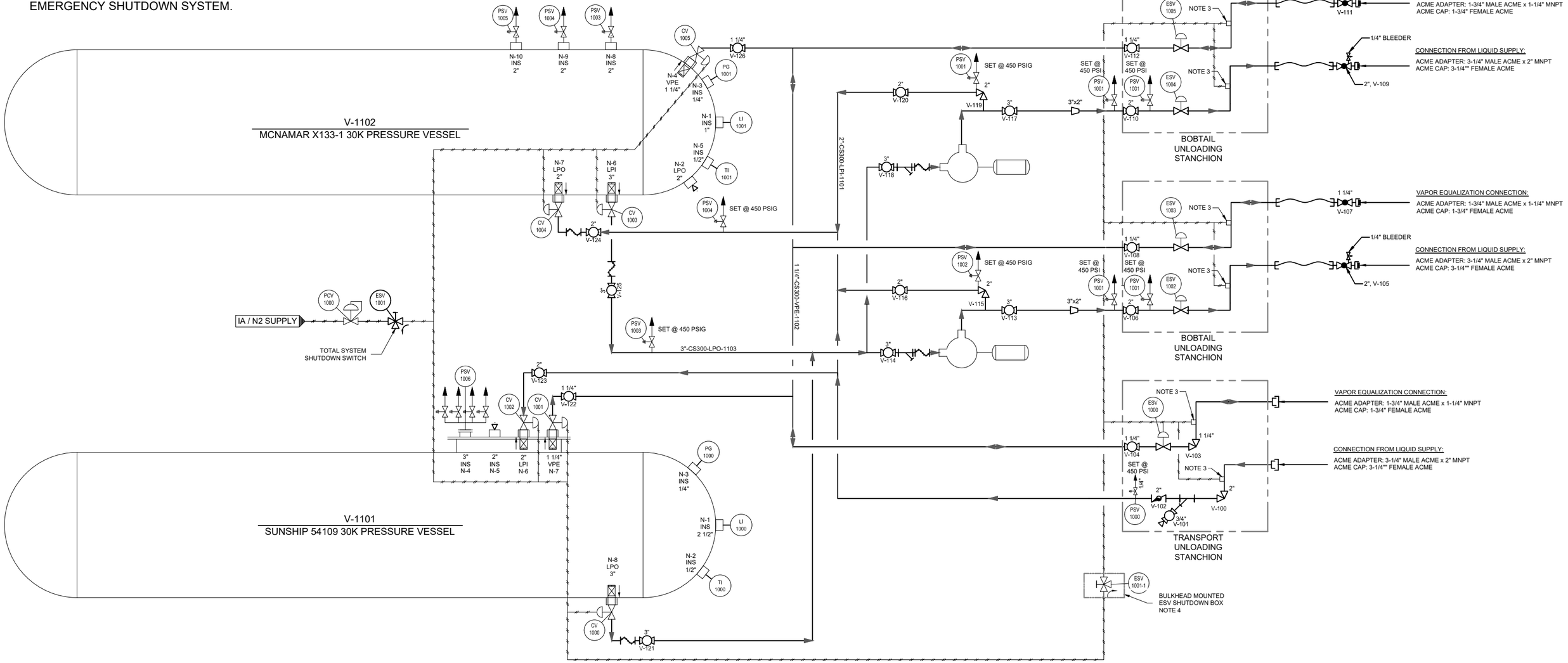
LAYOUT
SITE LAYOUT
BULK PLANT AREA - NFPA 58
PROPERTY SETBACK REQUIREMENTS

DRAWING NO. B - RM - CO00002269 - 4LO - 100

REV 169

GENERAL NOTES:

1. ASSURANCE SHOULD BE MADE THAT COMPLIANCE TO NFPA 58 AND AND ANY LOCAL REGULATIONS ARE MET.
2. A HYDROSTATIC RELIEF VALVE SHOULD BE INSTALLED IN THE LIQUID LINE WHERE LIQUID CAN BE TRAPPED BETWEEN TWO VALVES.
3. BULKHEAD RISER DISCONNECTS FROM STANCHION UPON ACCIDENTAL DRIVER PULL-AWAY AND CLOSES BULKHEAD ESV-1000. INSTRUMENT AIR IS CONNECTED TO RISER BY THREADOLET, HOWEVER, RISER IS NOT DRILLED OR PENETRATED.
4. LOCALLY MOUNTED ESV SHUTDOWN BOX ("TRUCK SHUTDOWN") ONLY OPERATES VALVE ESV-1000 ON THE SKID. CONSIDERATION SHOULD BE TAKEN AS TO HOW THIS SKID WILL BE INTEGRATED INTO YOUR OVERALL EMERGENCY SHUTDOWN SYSTEM.




| REVISIONS | | | | | |
|---|---|---|---|---|---|
| REV | DATE | DESCRIPTION | REV BY | CHK'D BY | APP'D BY |
| A | 01/26/2023 | FOR REVIEW | W. HINSON | | |
| | | | | | |
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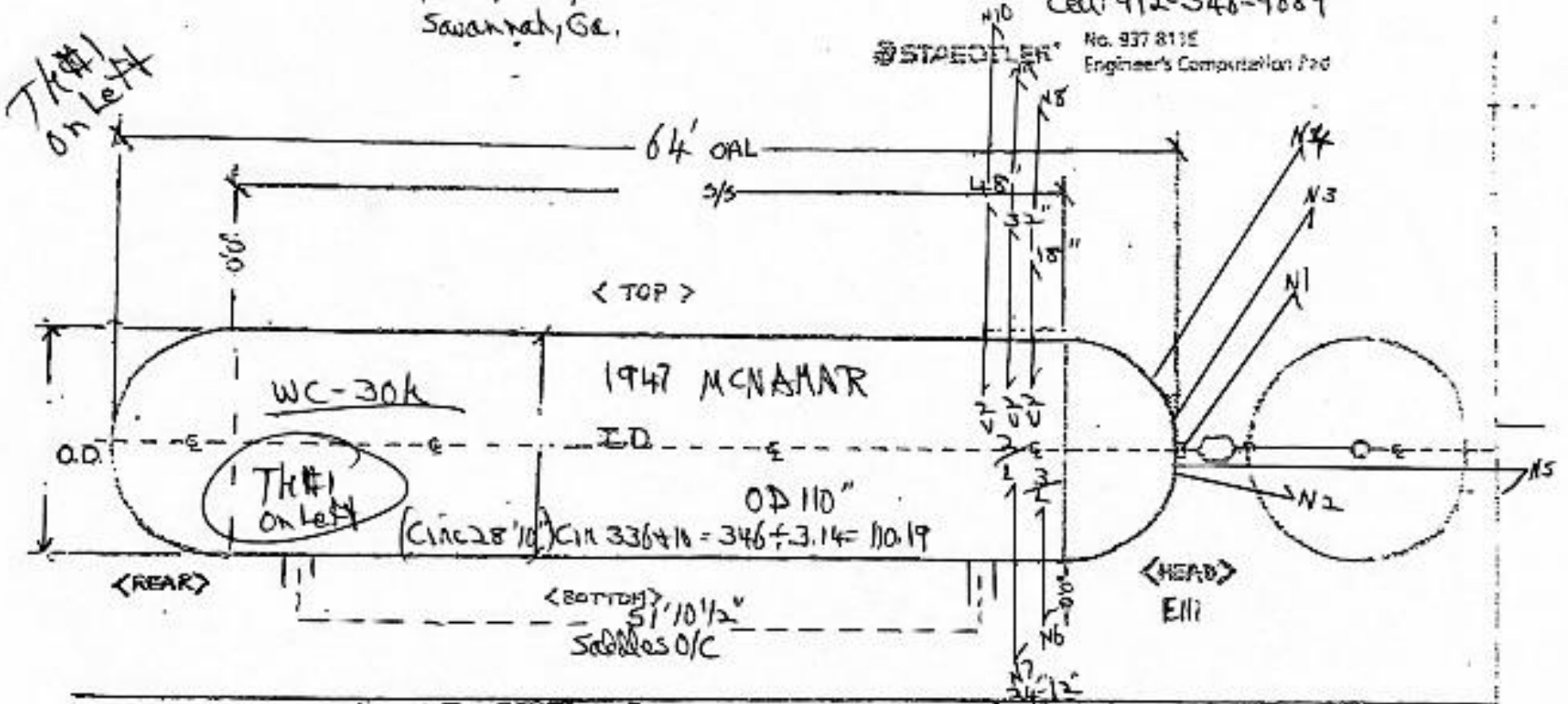
COMPANY

TRANSTECH ENERGY
14527 US 64 ALTERNATE WEST
ROCKY MOUNT NC 27801
888.206.4563
www.transtechenergy.com


| JOB NUMBER | JOB DESCRIPTION | | DRAWING TITLE |
|---|---|---|---|
| CO00002269 | BULK PLANT | | P&ID OVERALL LAYOUT |
| FACILITY NAME | LOCATION | | |
| FERRELL GAS | PORT WENTWORTH, GA | | |
| DRAWN BY | CHECKED BY: | APPROVED BY: | |
| WilliamHinson | | | |
| DATE: | SCALE | PAPER SIZE | DRAWING NO. / REV |
| | N/A | 11x17 | B - RM - CO00002269 - 2PI - 100 / 170 |

Location: Ferrellgas
135 Brampton Rd.
Savannah, Ga.

Gate Code: 1075
Contact: Scott Aaron Miner
Cell: 912-346-9689




## NOZZLE SCHEDULE

| ITEM | SIZE | TYPE | LOCATION |
|---|---|---|---|
| N1 | 1" | Battery Gauge | Front Center |
| N2 | 1/2" | Temp Gauge | Front Center - F&P |
| N3 | 1/4" | Pressure Gauge | Front Center - F&P |
| N4 | 2" | F&P - Vapor | Front Center |
| N5 | 3" | F&P - Liquid | Front Center - (Bypass) |
| N6 | 3" | F&P - Liquid | Bottom Front - (Fill + Supply) |
| N7 | 2" | F&P - Liquid | Bottom Front - (Plugged) |
| N8 | 2" | F&P - Vapor | Top Front |
| N9 | 2" | F&P - Vapor | Top Front |
| N10 | 2" | F&P - Vapor | Top Front |

## VESSEL SPECIFICATIONS

MANUFACTURER: U-69 MCNAMAR | BUILT: 1947
SHELL THICKNESS: .974 | HEAD THICKNESS: .778 | OVERALL LENGTH: 768" (64')
VOL. 30,000 W.G. | OUTSIDE DIAMETER: 109.5 | SERIAL NO.:
Nat Bd # 1361 WP 200 psi
PROJECT:
DRAWN BY: | CHECKED BY:
DATE: | SCALE: | 1 OF 1

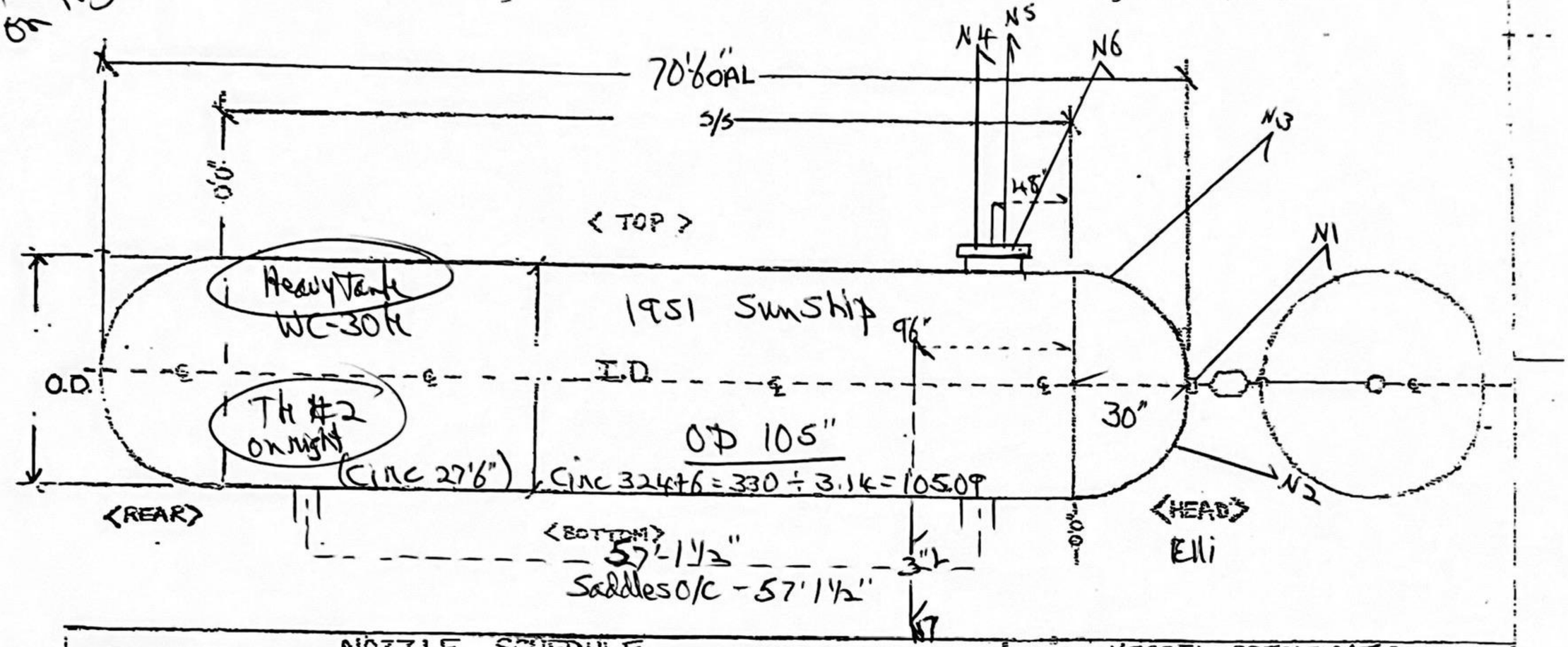
TRANSTECH ENERGY

Location: Ferrellgas
135 Brampton Rd
Savannah, Ga.

Gate Code: 1075
Contact: Scott Miner
Cell: 912-346-9689

T/H #2
ON MGM

STAEDTLER No. 937 811E
Engineer's Computation Pad




## NOZZLE SCHEDULE

| ITEM | SIZE | TYPE | LOCATION |
|---|---|---|---|
| N1 | 2½" | Magnatel | Front Center |
| N2 | ½" | Temp Gauge | Front Center |
| N3 | ¼" | Pressure Gauge | Front Top |
| N4 | 2-4"ACF | Reliefs (ACF) | Manway |
| N5 | 2" | Vapor Exchange | F&P Manway |
| N6 | 2" | Vapor Supply | F&P Manway |
| N7 | 3" | F&P-Liquid | Bottom Behind Pier - (Supply/Fill) |
| N8 | | | |
| N9 | | | |
| N10 | | | |

## VESSEL SPECIFICATIONS

| | | |
|---|---|---|
| MANUFACTURER: 11-69 Sunship | | BUILT: 1951 |
| SHELL THICKNESS: ? | HEAD THICKNESS: ? | OVERALL LENGTH: 70'6" |
| VOL. 30,000 W.G. | OUTSIDE DIAMETER: 105 | SERIAL NO.: 54109 |
| Nat Bd. # 855 | | WP 200psi |
| PROJECT: | | |
| DRAWN BY: | CHECKED BY: | |
| DATE: | SCALE: | 1 OF 1 |

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TRANSTECH ENERGY
1527 US 64 ALTERNATE WEST, ROCKY MOUNT NC 27801
252-206-4563
www.transtechenergy.com

NAMAR
BOILER & TANK CO
TULSA, OKLA

# WARNING

THIS CONTAINER SHALL
NOT CONTAIN A FLUID
HAVING A VAPOR
PRESSURE IN EXCESS
OF 200 POUNDS
PER SQUARE INCH
AT 100 DEGREES
FAHRENHEIT


BOILER & TANK CO.
TULSA OKLA.
YEAR 1947
DESIGN PRESSURE 200
MFG'S NO. X153-1
NB 1361
SHELL THICKNESS INS. .778
HEAD THICKNESS INS. .974
INSIDE DIAMETER INS. 109 1/2
OVERALL LENGTH IN. 768
WATER CAPACITY LBS. 249000
WATER CAPACITY GALS. 30000
WORKING TEMP °F. 100

NATL. BD. 855
SUN SHIP
MAX. W.P. 200 P.S.I.
MAX. TEMP. 150 DEG. F.
SERIAL NO. 5410 9
1951
U S 9 HSB. 1312

# MANUFACTURERS' DATA REPORT FOR UNFIRED PRESSURE VESSELS
## As Required by the Provisions of the A. S. M. E. Code Rules and National Board

1. Manufactured by McNAMAR BOILER & TANK COMPANY Tulsa, Oklahoma
(Name and address of the manufacturer)

2. Manufactured for Savannah Gas Company - Savannah, Georgia
(Name and address of the purchaser)

3. Type Horizontal (Horizontal or Vertical) Unfired Pressure Vessel No. ( X133-1 (Mfrs.' serial or A. S. M. E. No.) ) ( 1361 (Nat'l Board No.) ) Year built 1947

4. Have mill test reports been checked on all the plates entering this unfired pressure vessel? Yes.
Do the chemical and physical properties of all plates meet the requirements of the Code? Yes.

5. SHELL OR DRUMS: No. 1 Diameter 9 ft. 1½ in. (or Width) Length over all 64 ft. 4-5/8 in. Height ft. in.

6. STAMPS on shell plates A212-B Firebox 70M. (Brand and tensile strength) Rivets, stays and braces (Iron or Steel) Double Welded

7. SHELL PLATES .974 (Outer) in. (Thickness) Butt straps in. (Thickness) Styles of seams: Longitudinal, Double Welded Butt Fusion Girth Butt Fusion (Riveted, Forge Welded, Brazed or Fusion Welded — Type of)

8. Diameter of rivet holes in. Pitch of rivets X X Efficiency of joint 80%

9. GIRTH JOINTS (Single or double riveted) Diameter rivet holes in. Pitch of rivets in. No. of courses 7

10. INNER SHELL (Thickness) in. Style of seams: Longitudinal GIRTH (Riveted, Forge Welded, Brazed, or Fusion Welded — Type of) Length of section or course ft. in.

11. Heads: 2:1 Elliptical .778 (Thickness) in. Radius of dish 2:1 in. Side to pressure, Concave (Convex or Concave)
Double Welded Butt Fusion
If removable, bolts used (Ty number and size) or method of fastening Single Welded Butt Fusion W/Backing up strip. (Describe or sketch)

12.

| | STAYS | No. | Size | Net Area | Welded or Weldless | Area to be Stayed | Maximum Allowable Working Pressure |
|---|---|---|---|---|---|---|---|
| (a) | F. H. | | | | | | |
| (b) | R. H. | | | | | | |
| (c) | Through | | | | | | |
| (d) | Diagonal and Gusset Stays | | | | | | |

13. STAYBOLTS (Iron or Steel) if hollow (Size of hole) 14. Maximum pitch (Horizontal) X (Vertical) Diameter (Over the threads) in.

15. SAFETY VALVE outlets: No. 3 Size 4.5 Sq. In. Relief Area Required.
6.6 Sq. In. Relief Area Provided.

16. FUSIBLE PLUG (if used) No. Diameter and material of filling Location

17. OUTLETS No. 3 Size 1"-2" & 3" Material of nozzle or reinforcement P. S. Cplg. How attached Welded (Riveted, welded, etc.)

18. DRAIN connection (Size) in. HAND HOLES OR SIGHT HOLES (Number, size and location)

19. MANHOLES (Number) (Size and location of each) Reinforcement (Riveted, welded, etc.)

20. Method of supporting vessel Concrete Supports

21. Bursting pressure 1002 lb. per sq. in. Hydrostatic test 400 lb

22. Constructed for pressure of 200 lb per sq. in. Maximum stress in shell plate 14,000 Permissible lb. per sq. in.

Remarks 109-1/2" O.D. x 59'-4-7/8" S to S Propane Bulk Tank. Approximately 30,000 Gallons.
(Vessel to be used for air, gas, ammonia, etc.)

We certify the above data to be correct and that all details of material and construction and workmanship on this unfired pressure vessel conform to the A. S. M. E. Unfired Pressure Vessel Code. Par. U-69

Date May 9, 1947 Signed McNAMAR BOILER & TANK COMPANY By J. Branson
(Manufacturer)

(Certificate of Authorization Expires December 31, 1949)

## CERTIFICATE OF SHOP INSPECTION

Insurance Company's Serial Number 1139-1-1361

VESSEL MADE BY McNAMAR BOILER & TANK at Tulsa, Oklahoma.

I, the undersigned, holding a certificate of competency as an inspector of steam boilers in THE STATE OF NATIONAL BOARD, and employed by the FIDELITY & CASUALTY INSURANCE CO. of New York, inspected internally and externally, the vessel specified in this report on 5-15-47, 19____, and certify that the statements made on this report are correct, corresponding with the mill test reports of material as furnished by the builders, and measurements made of the vessel when completed and that this vessel is constructed in accordance with the A. S. M. E. Boiler Code Rules for the Construction of Unfired Pressure Vessels.

National Board Commission # 1798

*Inspector for State or Boiler Insurance Company*

# THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY

## MANUFACTURERS' DATA REPORT FOR UNFIRED PRESSURE VESSELS

### Form No. U-1 As Required by the Provisions of the A.S.M.E. Code Rules

1. Manufactured by SUN SHIPBUILDING & DRY DOCK COMPANY, CHESTER, PA.
(Name and address of the manufacturer)

2. Manufactured for SOUTH ATLANTIC GAS COMPANY, SAVANNAH, GEORGIA.
(Name and address of the purchaser)

3. Type Horizontal (Horizontal or Vertical) Unfired Pressure Vessel No. (54109) (Mfrs.' serial or A.S.M.E. No.) (Natl.Bd.#855) (State and State No.) Year built 1951

4. Have mill test reports been checked on all the plates entering this unfired pressure vessel Yes

Do the chemical and physical properties of all plates meet the requirements of the Code Yes

5. Shell or Drums: No. 1 Diameter 8 ft. 7 in. (or width) Length over all 70 ft. 10 in. Height ft. in.
ASTM A-212-B

6. Stamps on shell plates Firebox 70,000 (Grand and lowest tensile strength) Rivets, stays and braces - (Iron or Steel) Double Butt

7. Shell Plates 15/16 in. (Outer) (Thickness) Butt straps in. (Thickness) Style of seams: Longitudinal Fusion welded Girth Fusion welded
(Riveted, Forge Welded, Brazed, or Fusion Welded — Par. No.)

8. Diameter of rivet holes in. Pitch of rivets X X Efficiency of joint 80 %

9. Girth Joints [illegible] Diameter rivet holes in. Pitch of rivets in. No. of courses 7

10. Inner Shell in. (Thickness) Style of seams: Longitudinal Girth (Riveted, Forge Welded, Brazed, or Fusion Welded — Par. No.) Length of section or course 9 ft. 5 in.

11. Heads: [illegible]ished 3/4 min. (Thickness) in. Radius of dish Semi-Ellip. in. Side to pressure Concave (Concave or convex)

If removable, bolts used (Number and size) or method of fastening (Describe or sketch)

12.

| STAYS | No. | Size | Net Area | Welded or Weldless | Area to be Stayed | Maximum Allowable Working Pressure |
|---|---|---|---|---|---|---|
| (a) F. H. | | | | | | |
| (b) R. H. | | | | | | |
| (c) Through | | | | | | |
| (d) Diagonal and Gusset Stays | | | | | | |

13. Staybolts (Iron or Steel) If hollow (Size of hole) 14. Maximum pitch (Horizontal) X (Vertical) Diameter (Over the threads) in.

15. Safety Valve outlets: No. Size

16. Fusible Plug (if used): No. Diameter and material of filling 1 - 2-1/2", 1 - 3/4" Location

17. Outlets: No. 3 Size 1 - 3" Material of nozzle or reinforcement A-181-1 How attached Fusion welded (Riveted, welded, etc.)

18. Drain connection 3" (Size) in. Hand Holes or Sight Holes (Number, size and location)

19. Manholes: 1 (Number) 16", 4'0" from head (Size and location of each) Reinforcement 16/15" x 35" welded ring (Riveted, welded, etc.)

20. Nonpressure Parts: (a) Supporting lugs (Number) Supporting skirts (b) Other nonpressure parts (Kind and number)

(c) Where and how attached

21. Bursting pressure [illegible] psi Hydrostatic test [illegible] lb. 22. Constructed for pressure of 200 psi Factor of safety 5

Remarks: Propane Storage Tank fabricated in accordance with A.S.M.E. Code, Par. U-69, (Vessel to be used for air, gas, ammonia, etc.)
and Sun Ship drawing number 54109-1.

We certify the above data to be correct and that all details of material and construction and workmanship on this unfired pressure vessel conform to the A. S. M. E. Code for Unfired Pressure Vessels.

Date April 2, 19 52 Signed Sun Shipbuilding & D.D.Co. (Manufacturer) by [signature]

Form No. 541D Printed in U.S.A.

THE NATIONAL BOARD OF BOILER AND PRESSURE VESSEL INSPECTORS

MAY 7 - 1951

Certificate Authorization expires Dec. 31, 1952

# CERTIFICATE OF SHOP INSPECTION

Insurance Company's Serial Number H.S.B. #1312

VESSEL MADE BY SUN SHIPBUILDING & DRY DOCK CO., CHESTER, PA.

I, the undersigned, holding a certificate of competency as an inspector of steam boilers in THE STATE OF Pennsylvania, and employed by THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY of HARTFORD, CONN., inspected internally and externally, the vessel specified in this report, on April 2, 1951, and certify that the statements made on this report are correct, corresponding with the mill test reports of material as furnished by the builders, and measurements made of the vessel when completed; and that this vessel is constructed in accordance with the A. S. M. E. Code Rules for the Construction of Unfired Pressure Vessels.

CONDITIONS:
Natl.Bd. 1653;
Penna. XI

J. F. Lowery
Inspector

# OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER

## John F. King, Commissioner

Safety Fire Division
Suite 916, West Tower
2 MLK, JR. DR., 920 WEST TOWER, ATLANTA, GA 30334
www.oci.georgia.gov

# Hazardous Materials Inspection Report

File Number: 24-000812 County: Chatham County

Date: 02/21/2024

Name of Facility: Ferrell Gas Occupant: FerrellGas - Mandy Emberton

Address: 70009 02001 Address:

City: port wentworth State: GA Zip Code: City: State: Zip Code:

Physical Location: 70009 02001 City: port wentworth # of Violations: 0

License/Permit# LP24-000003 Date Issued: # Tanks: 2

# Disp/Magazines: 2 # Trucks:

Inspection Type: Site Consultation:

Standard Use:
- ☐ NFPA 30
- ☐ NFPA 30A
- ☐ NFPA 385
- ☑ NFPA 54
- ☑ NFPA 58
- ☐ NFPA 59
- ☑ NFPA 70
- ☐ NFPA 495
- ☐ ANSIK 61.6
- ☑ Georgia Rules & Regulations
- Other (Specify) 120-3-16

Date Last Inspected: 02/21/2024 # Violations Last Inspection: 0

# Violations Corrected: 0

| Tank Size | New | Exist | AG | UG |
|---|---|---|---|---|
| 2/30000gal. | ☑ | ☐ | ☑ | ☐ |
| | ☐ | ☐ | ☐ | ☐ |
| | ☐ | ☐ | ☐ | ☐ |
| | ☐ | ☐ | ☐ | ☐ |
| | | | | |
| | | | | |
| | | | | |

Aggregate Tank Capacity: 60000gal.

Approval to Red Tag equipment at this facility received from # at AM/PM.(See Attached SFD 305B for Details)

Inspection Comments:

1. - This site is approved for two 30,0000gal. LP Tanks. Plans must be submitted and approved by Jason Pritchett. All forms must be completed and approved by our office.

I do hereby acknowledge receipt of a copy of this report, that I accompanied the Fire Safety Compliance Officer making this report, that an exit briefing was given, and that I fully understand the following conditions: The above listed violations(s) shall be corrected promptly. While reasonable time may be required for correction, this Fire Safety Officer nor this Office assumes liability for the code violation(s). These violations shall be corrected within days of the above date or by submitting a written plan of correction. Failure to comply within the above specified time is a violation of Georgia Safety Law or the L.P. Gas Laws and the appropriate enforcement action as required by law will be taken.

( ) All Deficiencies Corrected ( ) Plan of Correction Attached with Completion Date(s)

Mandy Emberton

Name: Owner/Occupant Signature

Jimmy Stone

Fire Safety Compliance Officer

# Fire Safety Analysis
# for
# proposed propane facility.

Ferrellgas

1 Birkenhead Rd.

Port Wentworth, GA

Prepared by:

Ed Ferguson, OHST, CESCO

C3H8 Consulting LLC

Eaton, Colorado 80615

Date prepared: 2/2/2023.

## About the analysis

- This analysis was prepared using the Fire Safety Analysis manual developed by the National Fire Protection Association and the National Propane Gas Association.
- Prepared using the 2020 edition of NFPA 58.
- Prepared using Chapter 8 – Fire prevention and protection franchise regulations for Port Wentworth, GA

.

# Fire Safety Analysis
# for
# proposed propane facility.

## Summary

## on

## Product control and conditions of hazards

Product control measures in Containers & Transfer piping.

- The system includes the use of internal valves installed in the container equipped for remote closure and automatic shutoff using thermal (fire) activation.
- Piping system is protected using emergency shutoff valves with automatic shutoff through thermal (fire) actuation, manual shutoff from a remote location and manual shutoff at the transfer location.
- Transfer of LP Gas at time of delivery will be made using transport delivery hose supplied by transport company.
- Nitrogen system will be used for E-stops.

Hazards and ignition sources.

- No hazards were identified.

Fire department response.

Information was provided by Lance Moore, Fire Chief for the Port Wentworth Fire Department. The members of this department are made up of Career and Volunteer members. The department is well staffed with 40 members at a level II qualification, including 8 member Firefighters with knowledge and experience with LP Gas properties and LP Gas fires. There is adequate public water supply to sustain the required water flow for cooling the container if exposed to a fire.

# Fire Safety Analysis
# for
# proposed propane facility.

Additional controls, measures, and requirements.

- The facility shall provide a Know box to allow enter to the plant by first responders, as required by Chapter 8.
- The plant operators shall provide fire extinguisher(s) as required by NFPA 58.
- Arrange for a plant walk thru with local emergency responders, identifying egress points and emergency shutdown systems for the storage tank(s) and piping.
- Test emergency shutdown systems monthly.
- No Smoking signs shall be posted from all direction of approach to the installation.
- Combustible material shall be stored or allowed to accumulate within ten (10) feet of the container or vaporizer unit.
- Have alarm system installed by licensed individual or Company.

.

## Form 4.1
### Initial Data on the LP-Gas Facility

| A | B | C |
|---|---|---|
| Item # | Information Item | Data |
| 1 | Name of the LP-Gas Facility Owner or Operator | Ferrellgas |
| 2 | Contact Name | Scott Miner |
| 3 | Contact Telephone & Fax Numbers | 912-346-9689 |
| 4 | Contact Email Address | Scottminer@ferrellgas.com |
| 5 | Mailing Address | Street 1: 1 Birkenhead Rd. |
| | | Street 2: |
| | | City, State, Zip: Port Wentworth GA |

## Form 4.2
### Facility Storage Capacity [1,2,3]

| A | B | C | D |
|---|---|---|---|
| Item # | Individual Container Water Capacity (w.c.) (gallons) | Number of containers | Total Water Capacity (w.c.) of each container size (gallons) |
| 1 | 500 | | |
| | 1,000 | | |
| | 2,000 | | |
| | 4,000 | | |
| | 10,000 | | |
| | 18,000 | | |
| | 30,000 | 2 | 60,000 |
| | 60,000 | | |
| | Other: | | |
| | Other: | | |
| | Other: | | |
| | Other: | | |
| 2 | **Aggregate Water Capacity[4]** | | 60,000 |

**Notes:**
**(1)** Column D = Column B x Column C.
**(2)** Parked bobtails, transports and tank cars should not be considered for aggregate capacity calculations.
**(3)** Do not consider containers that are not connected for use.
**(4)** For the purpose of this manual, "Aggregate Water Capacity" means any group of single ASME storage containers separated from each other by distances less than those stated in the aboveground containers column of Table 6.4.1.1.
**(5) This form contains formulas that will automatically calculate results based on the values entered in the related cells. To activate the calculations, click in another number field, such as one in Column C.**

**If the aggregate water capacity (w.c.) of the LP-Gas facility is less than or equal to 4,000 gallons, no further assessment is required.**

**YOU CAN STOP HERE.**

# Form 4.3
## Additional Information on the LP-Gas Facility

☐ Existing Facility; Built to NFPA 58 Edition _____ ☑ Proposed Facility

a) Name of the Facility (if applicable): Farrellgas Port Wentworth GA

b) Type of LP-Gas Facility: ☐ Commercial ☐ Industrial ☑ Bulk Plant

c) Facility is located in: ☐ City Industrial Zone ☐ Suburban Area ☐ Rural Area
☑ City Commercial Zone

d) Facility neighbors§: ☐ Agri Fields ☑ Commercial Bldgs. ☐ Flammable Liquids Storage
(Check all that apply) ☐ Industrial Activity (metal fabrication, cutting and welding, etc.)
☐ Manufacturing ☐ Others (explain) _____

e) Geographic Location of Facility/Address: 1 Birkenhead Rd Port Wentworth GA
32*09'11.99" N x 81*09'53.00"W

f) Landmarks, if any: DSI Logistics
N Coast Hwy

g) LP-Gas liquid supply by: ☐ Bobtail ☑ Truck Transport ☐ Rail Tank Car
(Check all that apply) ☐ Pipeline

h) LP-Gas Distribution by: ☐ Liquid Piping ☐ Truck Transport ☐ Vapor Piping Plant
(Check all that apply): ☑ Bobtail ☐ Dispensing or Vehicle Liquid Fueling

i) Number of Vehicle Entrances: ☑ One ☐ Two ☐ More than two

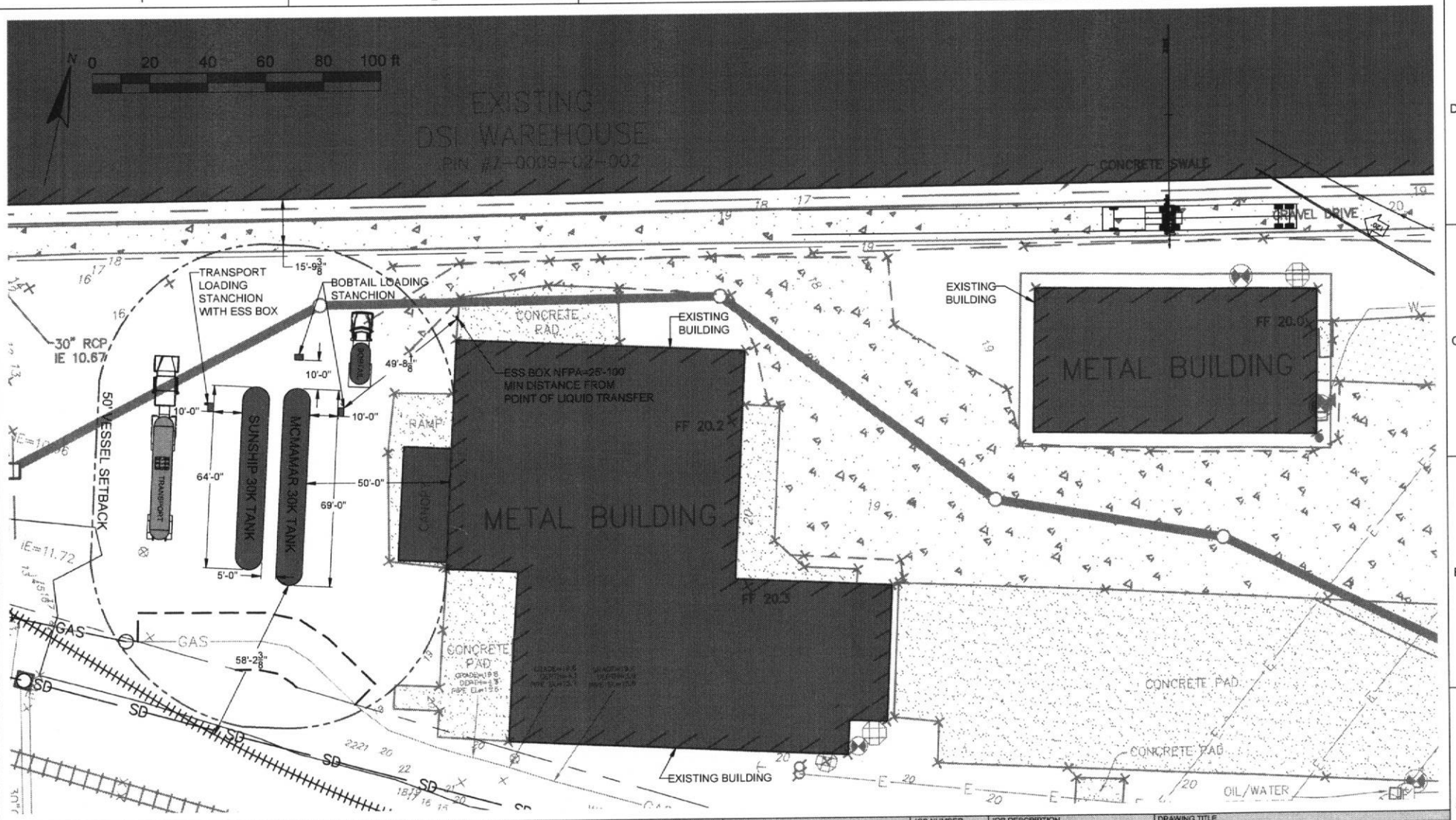
j) Type of Access Roads to the Facility: ☐ Rural ☐ City or Town ☑ Highway
(One check per line) Entrance 1: ☑ Dirt road ☐ Gravel road ☐ Paved
(One check per line) Entrance 2: ☐ Dirt road ☐ Gravel road ☐ Paved

k) Staff presence: ☐ Not staffed ☐ Only during transfer operations
☐ Staffed always (24/7) ☑ Only during business hours
☐ Other (Explain) _____

l) Location and distances to Assembly, Educational or Institutional Occupancies surrounding the facility, if any, within 250 feet from the facility boundary in the direction of the assets:
N/A

m) Overview plot plan of the facility attached? ☑ Yes ☐ No

§ All properties either abutting the LP-Gas facility or within 250 feet of the container or transfer point nearest to facility boundary.




| REVISIONS | | | | | |
|---|---|---|---|---|---|
| REV | DATE | DESCRIPTION | REV BY | CHK'D BY | APP'D BY |
| A | 01/25/2023 | FOR REVIEW | W. HINSON | P. SWANGER | |

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TRANSTECH ENERGY
14527 US 64 ALTERNATE WEST
ROCKY MOUNT NC 27801
888.206.4563
www.transtechenergy.com

| JOB NUMBER | JOB DESCRIPTION | |
|---|---|---|
| C000002269 | BULK PLANT | |
| FACILITY NAME | LOCATION | |
| FERRELL GAS | PORT WENTWORTH, GA | |
| DRAWN BY | CHECKED BY: | APPROVED BY: |
| William Hinson | | |
| DATE: | SCALE | PAPER SIZE |
| | N/A | 11x17 |

DRAWING TITLE
LAYOUT
SITE LAYOUT
BULK PLANT AREA - NFPA 58
PROPERTY SETBACK REQUIREMENTS

| DRAWING NO. | REV |
|---|---|
| B - RM - C000002269 - 4LO - 100 | A |

1 Birkenhead Rd
Port Wentworth, GA
31407


187
Ford Wentworth Community Center
DSI Logistics
25
Google Earth
Image Landsat / Copernicus
N
200 ft

# Form 5.2

## Compliance with Code Requirements for Appurtenances on Containers Having a Water Capacity Greater Than 4,000 Gallons

| A | B | C | D | | E | F | G |
|---|---|---|---|---|---|---|---|
| Container # | LP-Gas inlet to and outlet from the container** | | Enter Configuration Number | | Total Number of Product Control Appurtenances Required by NFPA 58 (applicable edition) | Total Number of Product Control Appurtenances Installed on the container | NFPA 58 Section Reference (2020 edition) |
| 1 | Vapor | Inlet | 5-2 | 3 | 2 | 5 | 5.9.4.2, Table 5.9.4.2 and 5.9.4.3 |
| | | Outlet | 5-3 | 3 | 2 | 5 | |
| | Liquid | Inlet | 5-6 | 2 | 4 | 7 | |
| | | Outlet | 5-7 | 1 | 4 | 7 | |
| 2 | Vapor | Inlet | 5-2 | 3 | 2 | 4 | |
| | | Outlet | 5-3 | 3 | 2 | 4 | |
| | Liquid | Inlet | 5-6 | 2 | 4 | 6 | |
| | | Outlet | 5-7 | 1 | 4 | 6 | |
| 3 | Vapor | Inlet | 5-2 | | | | |
| | | Outlet | 5-3 | | | | |
| | Liquid | Inlet | 5-6 | | | | |
| | | Outlet | 5-7 | | | | |
| 4 | Vapor | Inlet | 5-2 | | | | |
| | | Outlet | 5-3 | | | | |
| | Liquid | Inlet | 5-6 | | | | |
| | | Outlet | 5-7 | | | | |

** If the container does not provide an opening for the specific function listed, enter 0 (zero) in columns E and F corresponding to that row.

**If in Form 5.2 any one of the numbers in column F is less than the number in Column E of the corresponding row, these items must be addressed and brought into compliance with the specific edition of NFPA 58 that the facility was constructed to.**

*Note: Container appurtenances shown are illustrative of product control equipment only. See NFPA 58 for all container appurtenances required. Illustrations are not intended to be used for system design purposes.*

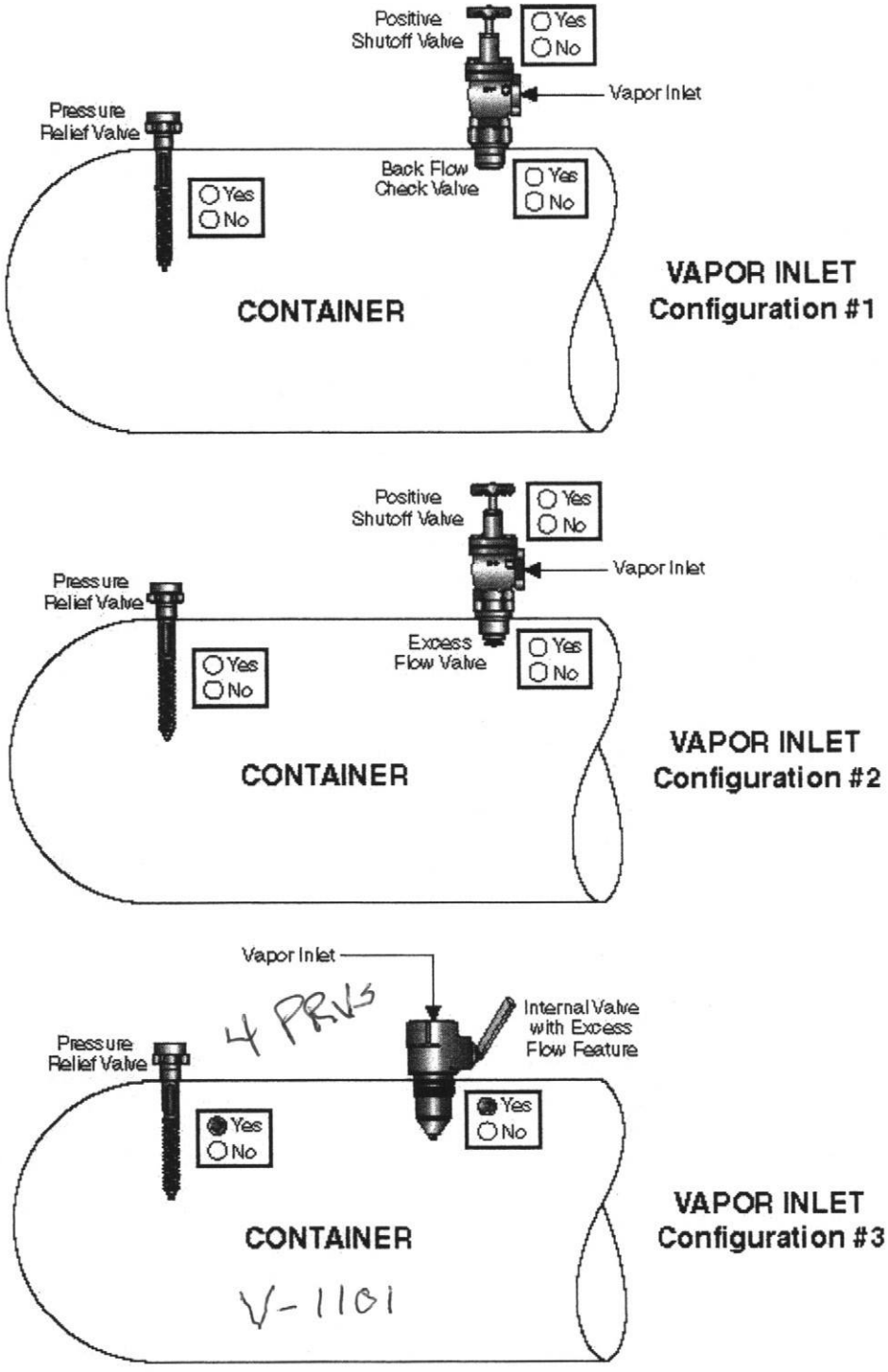



**Figure 5-2: Vapor Inlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons**

*Note: Container appurtenances shown are illustrative of product control equipment only. See NFPA 58 for all container appurtenances required. Illustrations are not intended to be used for system design purposes.*

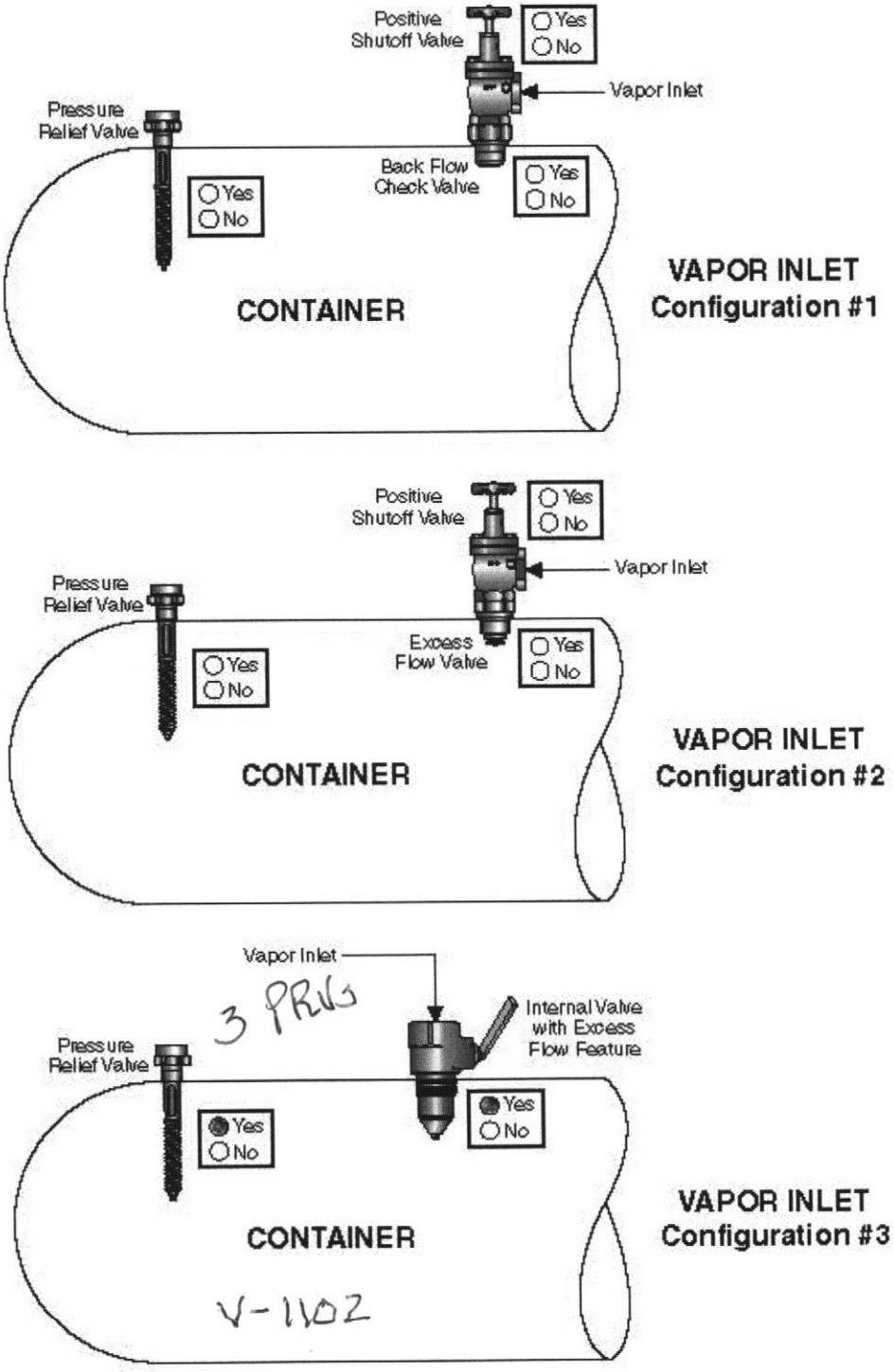



**Figure 5-2: Vapor Inlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons**

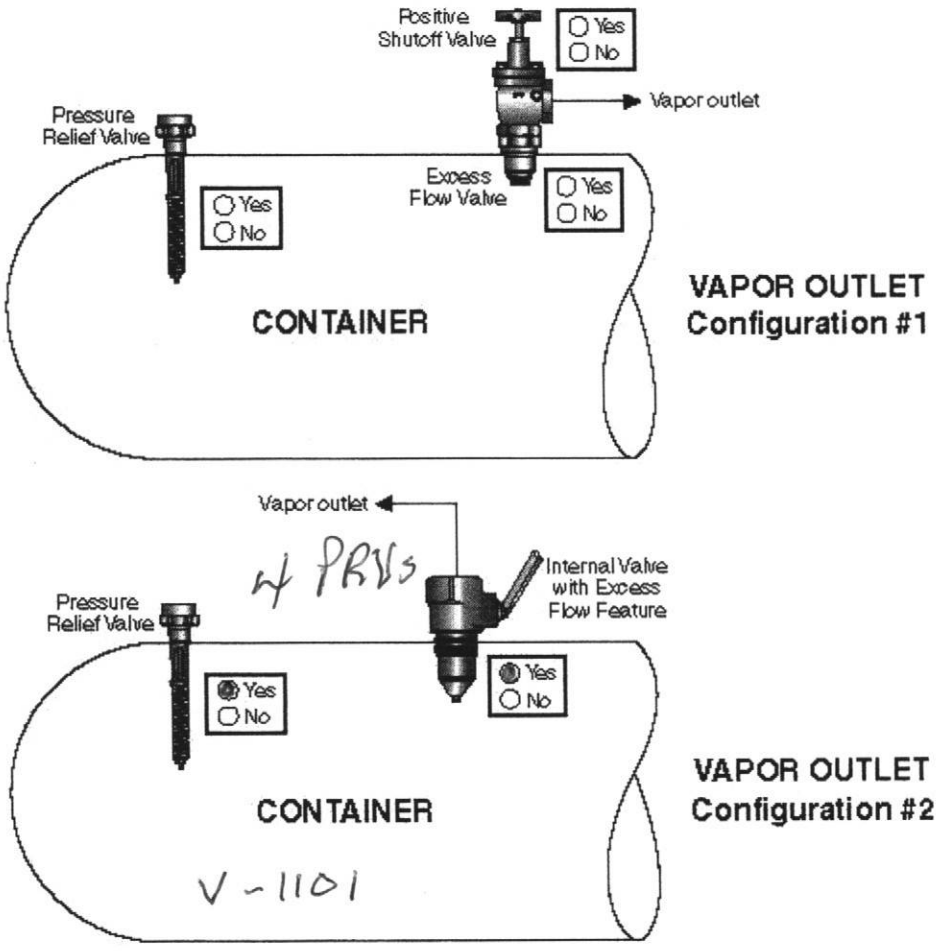



**Figure 5-3: Vapor Outlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons**

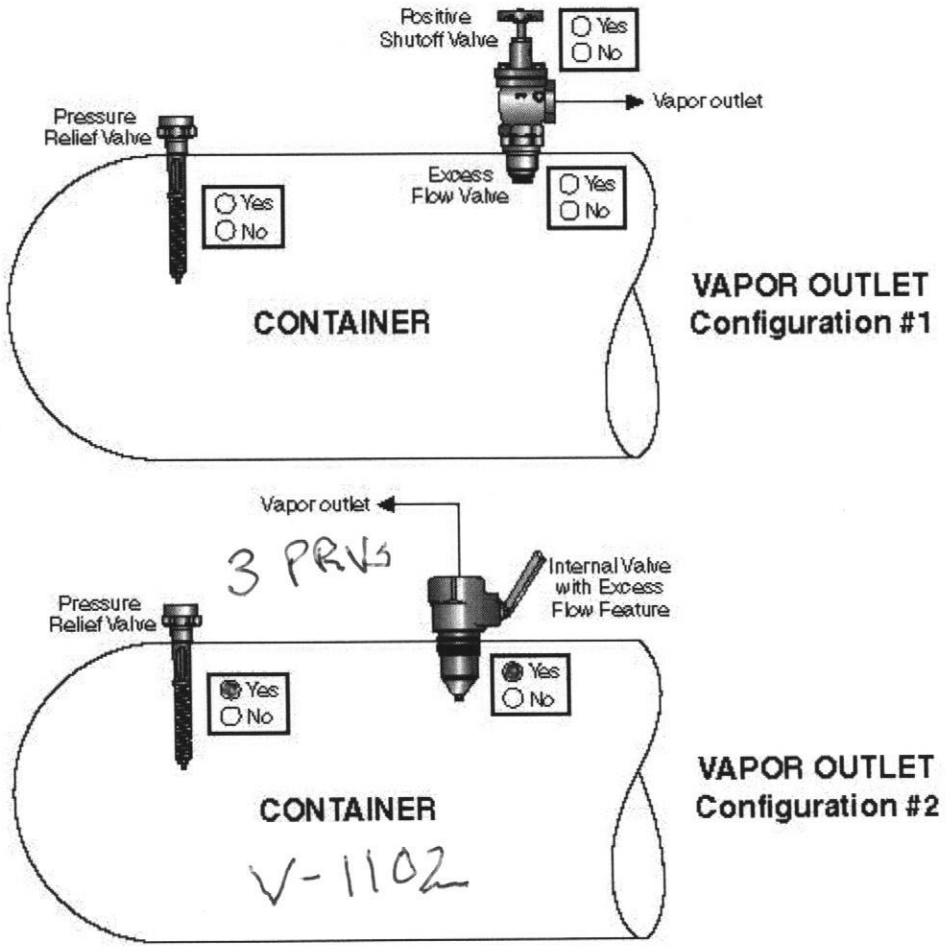



**Figure 5-3:** **Vapor Outlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons**

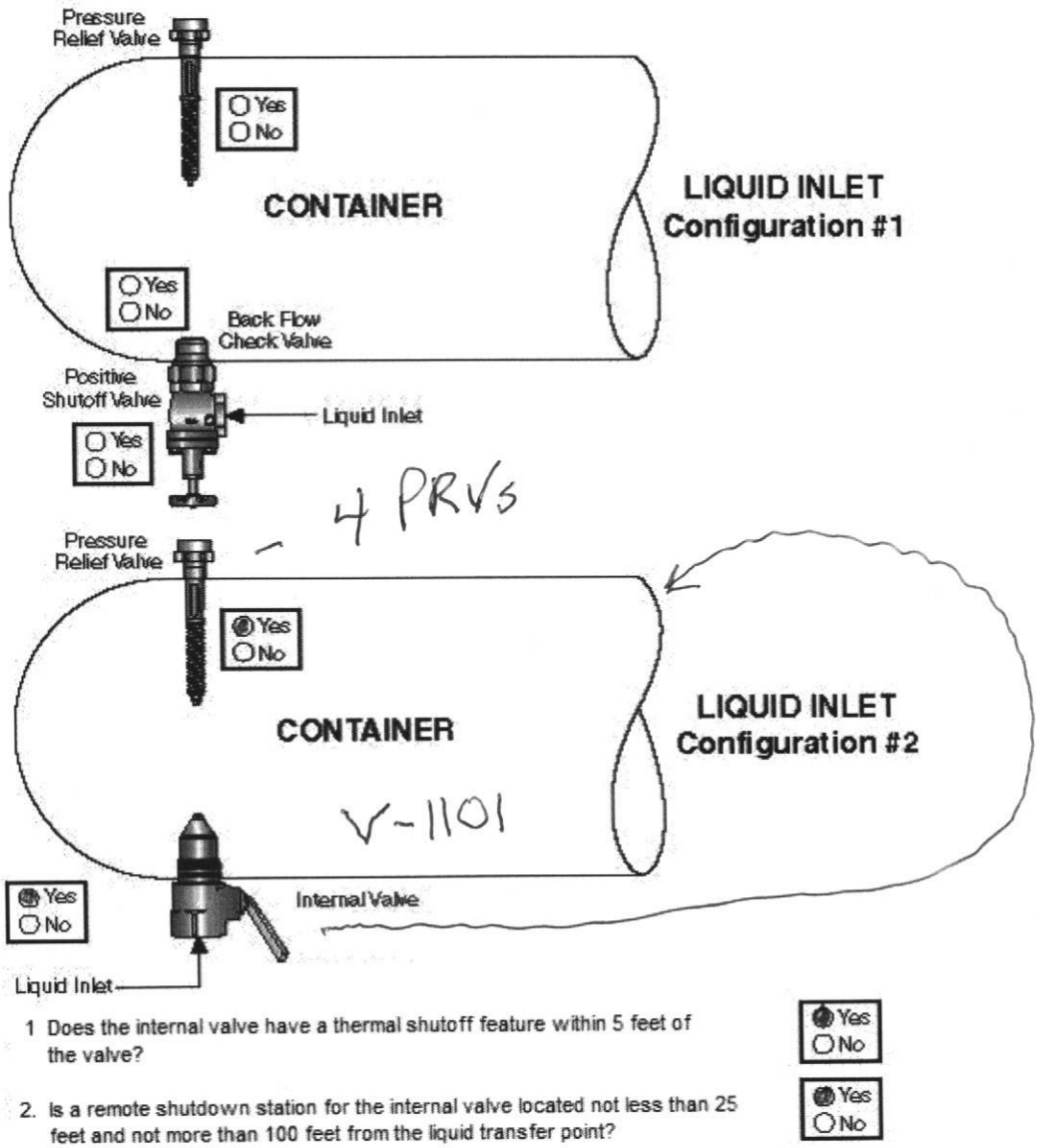



**Figure 5-4 Liquid Inlet Valves on Containers With Water Capacity Greater Than 4,000 Gallons in New installations**

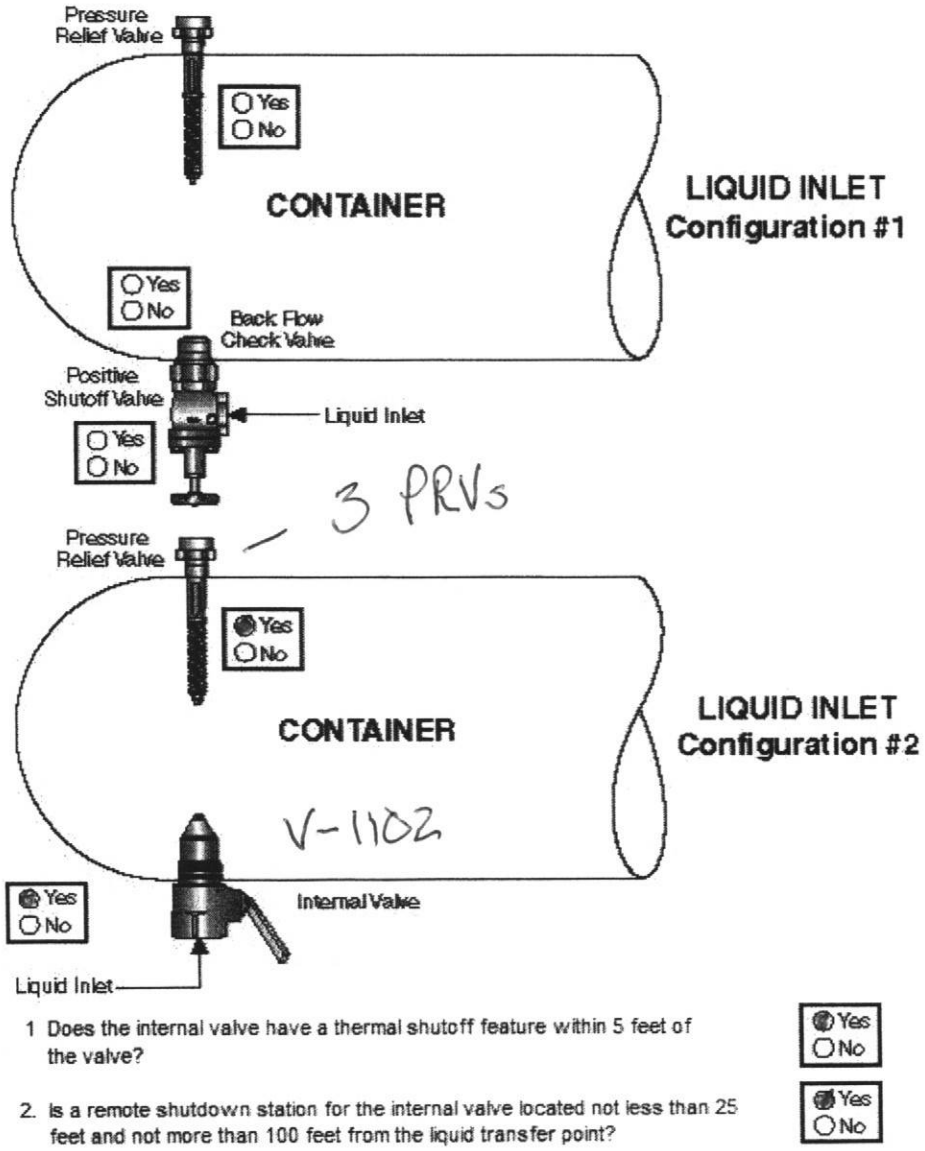



**Figure 5-4 Liquid Inlet Valves on Containers With Water Capacity Greater Than 4,000 Gallons in New installations**

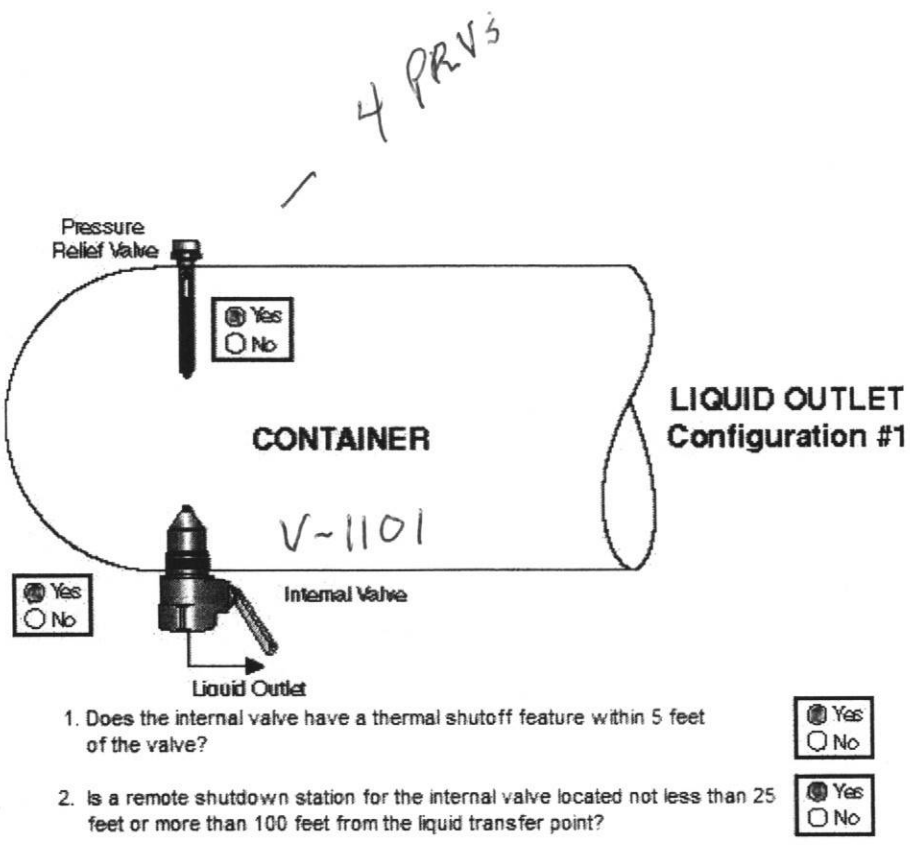



**Figure 5-6: Liquid Outlet Valves on Containers with Water Capacity Greater Than 4,000 Gallons in New Installations**

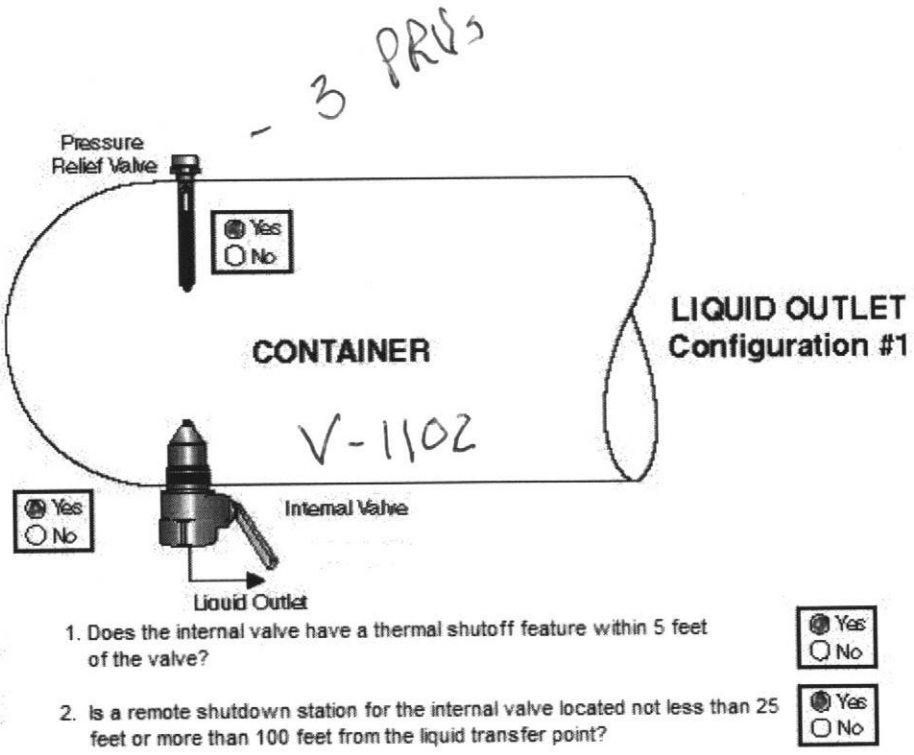



**Figure 5-6: Liquid Outlet Valves on Containers with Water Capacity Greater Than 4,000 Gallons in New Installations**

# Form 5.3
## Requirements for Transfer Lines of 1½-inch Diameter or Larger, Liquid-into-Containers

| A | B | C | D | E | F |
|---|---|---|---|---|---|
| Item # | Appurtenance (Either No. 1 or No. 2)** | Appurtenance Provided with the Feature | Installed in the facility? Yes | Installed in the facility? No | NFPA 58 Section Reference (2020 edition) |
| 1 | Emergency shutoff valve (ESV) (Ref § 6.14) | Installed within 20 ft. of lineal pipe from the nearest end of the hose or swivel-type connections. | ☑ | ☐ | 6.14.2 |
| | | Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F. | ☑ | ☐ | 6.14.6 |
| | | Temperature-sensitive element (fusible link) installed within 5 ft. from the nearest end of the hose or swivel-type piping connected to liquid transfer line. | ☑ | ☐ | 6.14.6 |
| | | Manually operated remote shutoff feature provided for ESV. | ☑ | ☐ | 6.14.12.1 |
| | | Manual shutoff device provided at a remote location, not less than 25 ft., and not more than 100 ft. from the ESV in the path of egress. | ☑ | ☐ | 6.14.12.2 |
| | | An ESV is installed on each leg of a multi-leg piping each of which is connected to a hose or a swivel-type connection on one side and to a header of 1½ inch in diameter or larger on the other side. | ☑ | ☐ | 6.14.5 and 6.21.2.6 (1) |
| | | Breakaway protection is provided such that in any pull-away break will occur on the hose or swivel-type connection side while retaining intact the valves and piping on the plant side. | ☑ | ☐ | 6.14.8 |
| 2 | Backflow check valve (BCK)** | Installed downstream of the hose or swivel-type connection. | ☑ | ☐ | 6.14.3 |
| | | BCK is designed for this specific application. | ☑ | ☐ | 6.14.4 |
| | | A BCK is installed on each leg of a multi-leg piping each of which is connected to a hose or a swivel type connection on one side and to a header of 1½ inch in diameter or larger on the other side. | ☑ | ☐ | 6.14.5 |
| | | Breakaway protection is provided such that in any pull-away break will occur on the hose or swivel-type connection side while retaining intact the valves and piping on the plant side. | ☑ | ☐ | 6.14.8 |
| 3 | Debris protection ++ | Liquid inlet piping is designed or equipped to prevent debris and foreign material from entering the system. | ☑ | ☐ | 6.21.2.5 |
| 4 | Emergency discharge control | Flow-through facility hose used to transfer LP-Gas from non-metered cargo tank vehicle into containers will stop within 20 seconds of a complete hose separation without human intervention. | ☑ | ☐ | 6.21.2.6 (3) |

** In lieu of an emergency shutoff valve, the backflow check valve (BCK) is only permitted when flow is only into the container and shall have a metal-to-metal seat or a primary resilient seat with metal backup, not hinged with a combustible material (6.14.3, 6.14.4).

++ Retrofit required for existing facilities by July 1, 2011.

# Form 5.4
## Requirements for Transfer Lines of 1½-inch Diameter or Larger, Liquid Withdrawal from Containers

| A | B | C | D | E | F |
|---|---|---|---|---|---|
| Item # | Appurtenance | Appurtenance Provided with the Feature | Installed in the facility? Yes | Installed in the facility? No | NFPA 58 Section Reference (2020 Edition) |
| 1 | Emergency shutoff valve (ESV) (Ref § 6.14) | Installed within 20 ft. of lineal pipe from the nearest end of the hose or swivel-type connections. | ☑ | ☐ | 6.14.2 |
| | | Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F. | ☑ | ☐ | 6.14.6 |
| | | Temperature-sensitive element installed within 5 ft. from the nearest end of the hose or swivel-type piping connected to liquid transfer line. | ☑ | ☐ | 6.14.6 |
| | | Manually operated remote shutoff feature provided for ESV. | ☑ | ☐ | 6.14.12.1 |
| | | Manual shutoff device provided at a remote location, not less than 25 ft., and not more than 100 ft. from the ESV in the path of egress. | ☑ | ☐ | 6.14.12.2 |
| | | An ESV is installed on each leg of a multi-leg piping each of which is connected to a hose or a swivel-type connection on one side and to a header of 1½ inch in diameter or larger on the other side. | ☑ | ☐ | 6.14.5 and 6.21.2.6 (1) |
| | | Breakaway protection is provided such that in any pull-away break will occur on the hose or swivel-type connection side while retaining intact the valves and piping on the plant side. | ☑ | ☐ | 6.14.8 |
| | | **Number of ESV's in liquid withdrawal service** | 2 | | |

Note: If more than one ESV is installed in the facility, use one Form 5.4 for each ESV.

Bulkhead #V-1101

# Form 5.4
## Requirements for Transfer Lines of 1½-inch Diameter or Larger, Liquid Withdrawal from Containers

| A | B | C | D | E | F |
|---|---|---|---|---|---|
| Item # | Appurtenance | Appurtenance Provided with the Feature | Installed in the facility? Yes | Installed in the facility? No | NFPA 58 Section Reference (2020 Edition) |
| 1 | Emergency shutoff valve (ESV) (Ref § 6.14) | Installed within 20 ft. of lineal pipe from the nearest end of the hose or swivel-type connections. | ☑ | ☐ | 6.14.2 |
| | | Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F. | ☑ | ☐ | 6.14.6 |
| | | Temperature-sensitive element installed within 5 ft. from the nearest end of the hose or swivel-type piping connected to liquid transfer line. | ☑ | ☐ | 6.14.6 |
| | | Manually operated remote shutoff feature provided for ESV. | ☑ | ☐ | 6.14.12.1 |
| | | Manual shutoff device provided at a remote location, not less than 25 ft., and not more than 100 ft. from the ESV in the path of egress. | ☑ | ☐ | 6.14.12.2 |
| | | An ESV is installed on each leg of a multi-leg piping each of which is connected to a hose or a swivel-type connection on one side and to a header of 1½ inch in diameter or larger on the other side. | ☑ | ☐ | 6.14.5 and 6.21.2.6 (1) |
| | | Breakaway protection is provided such that in any pull-away break will occur on the hose or swivel-type connection side while retaining intact the valves and piping on the plant side. | ☑ | ☐ | 6.14.8 |
| | | **Number of ESV's in liquid withdrawal service** | 2 | | |

Note: If more than one ESV is installed in the facility, use one Form 5.4 for each ESV.

Bulkhead # V-1102

# Form 5.5
## Requirements for Vapor Transfer Lines 1¼-inch Diameter or Larger

| A | B | C | D | E | F |
|---|---|---|---|---|---|
| Item # | Appurtenance | Appurtenance Provided with the Feature | Installed in the facility? Yes | Installed in the facility? No | NFPA 58 Section Reference (2020 edition) |
| 1 | Emergency shutoff valve (ESV) (Ref § 6.14) | Installed within 20 ft. of lineal pipe from the nearest end of the hose or swivel-type connections. | ☑ | ☐ | 6.14.2 |
| | | Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F. | ☑ | ☐ | 6.14.6 |
| | | Temperature-sensitive element installed within 5 ft. from the nearest end of the hose or swivel-type piping connected to liquid transfer line. | ☑ | ☐ | 6.14.6 |
| | | Manually operated remote shutoff feature provided for ESV. | ☑ | ☐ | 6.14.12.1 |
| | | Manual shutoff device provided at a remote location, not less than 25 ft., and not more than 100 ft. from the ESV in the path of egress. | ☑ | ☐ | 6.14.12.2 |
| | | An ESV is installed on each leg of a multi-leg piping each of which is connected to a hose or a swivel-type connection on one side and to a header of 1-1/4 inch in diameter or larger on the other side. | ☑ | ☐ | 6.14.5 and 6.21.2.6 (1) |
| | | Breakaway protection is provided such that in any pull-away break will occur on the hose or swivel-type connection side while retaining intact the valves and piping on the plant side. | ☑ | ☐ | 6.14.8 |
| 2 | Backflow check valve (BCK)** | Installed downstream of the hose or swivel-type connection. | ☐ | ☐ | 6.14.3 |
| | | BCK is designed for this specific application. | ☐ | ☐ | 6.14.4 |
| | | A BCK is installed on each leg of a multi-leg piping each of which is connected to a hose or a swivel-type connection on one side and to a header of 1-1/4 inch in diameter or larger on the other side. | ☐ | ☐ | 6.14.5 |
| | | Breakaway protection is provided such that in any pull-away break will occur on the hose or swivel-type connection side while retaining intact the valves and piping on the plant side. | ☐ | ☐ | 6.14.8 |

** In lieu of an emergency shutoff valve, the backflow check valve (BCK) is only permitted when flow is only into the container and it shall have a metal-to-metal seat or a primary resilient seat with metal backup, not hinged with a combustible material (6.14.3, 6.14.4).

**If a check mark is made in the "No" column of any one of Form 5.3, Form 5.4 or Form 5.5, then these items must be addressed and brought into compliance with the specific edition of NFPA 58 that the facility was constructed to.**

**If the LP-Gas facility is designed using ALTERNATE PROVISIONS for the installation of ASME CONTAINERS, then continue the analysis below. Otherwise skip Section 5.3 and go to Chapter 6.**

# Form 5.6
## Evaluation of Redundant Fail-Safe Design

| A | B | | C | D | E | | F |
|---|---|---|---|---|---|---|---|
| Item # | Description | | Features | Installed in the facility? Yes | No | NA | NFPA 58 Section Reference (2020 edition) |
| 1 | Container sizes for which the appurtenances are provided | | Appurtenances and redundant fail-safe equipment are provided for each container of water capacity 2,001 gal. through 30,000 gal. | ☑ | ☐ | | 6.30.3 and 6.30.4 |
| 2 | Liquid or vapor withdrawal (1-1/4 in. or larger) | | Internal valve having internal excess-flow valve | ☑ | ☐ | | 6.30.3.1 and 6.30.3.2 |
| | | | Positive shutoff valve installed as close as practical to the internal valve | ☑ | ☐ | | 6.30.3.4 |
| 3 | Liquid or vapor inlet | | Internal valve having internal excess-flow valve or backflow check valve (BCK) | ☑ | ☐ | | 6.30.3.5 |
| | | | Positive shutoff valve installed as close as possible to the internal valve or the backflow check valve (BCK) | ☑ | ☐ | | 6.30.3.5 |
| 4 | Railcar transfer | Flow into or out of railroad tank car | Approved emergency shutoff valves installed in the transfer hose or the swivel-type piping at the tank car end | ☐ | ☐ | ☑ | 6.21.2.6 (1) and 6.30.4 |
| | | Flow only into railroad tank car | Approved emergency shutoff valve or back-flow check valve (BCK) installed in the transfer hose or the swivel-type piping at the tank car end | ☐ | ☐ | ☑ | 6.21.2.6 (2) and 6.30.4 |
| 5 | Cargo tank transfer | | Protection provided in accordance with 6.14 | ☑ | ☐ | | 6.30.4.1 |
| 6 | Automatic closure of all primary valves (IV & ESV) in an emergency | | By thermal (fire) actuation | ☑ | ☐ | | 6.30.4.2 |
| | | | Actuated by a hose pull-away due to vehicle motion | ☑ | ☐ | | 6.30.4.2 |
| 7 | Manually operated remote shutdown of IV and ESV | | Remote shutdown station within 15 ft. of the point of transfer | ☑ | ☐ | | 6.30.4.3 (A) |
| | | | Another remote shutdown station between 25 ft. and 100 ft. of the transfer point | ☑ | ☐ | | 6.30.4.3 (B) |
| | | | Shutdown stations will shut down electrical power supply to the transfer equipment and shut down all primary valves (internal & emergency valves). | ☑ | ☐ | | 6.30.4.3 |
| | | | Signs complying with the requirements of 6.30.4.3 (C) provided | ☑ | ☐ | | 6.30.4.3 (C) |

**Note:** If the facility does not have a rail terminal, write "NA" in both the "Yes" column and the "No" column in item 4 of this Form in the railroad tank car row. Similar option is also available if there is no cargo tank vehicle transfer station.

**If the LP-Gas facility is provided with LOW EMISSIONS TRANSFER EQUIPMENT, then continue the analysis below. Otherwise skip Section 5.3 and go to Chapter 6.**

# Form 6.1
## Evaluation of Physical Protection and Other Measures

| A | B | C | D | E | | F |
|---|---|---|---|---|---|---|
| # | Item | Features | Installed in the facility? | | | NFPA 58 Section Reference (2020 Edition) |
| | | | Yes | No | NA | |
| 1 | Lighting‡ | Provide lighting for nighttime operations to illuminate storage containers, container being loaded, control valves, and other equipment | ☑ | ☐ | ☐ | 6.21.5 |
| 2 | Vehicle impact protection | Protection against vehicular (traffic) impacts on containers, transfer piping and other appurtenances is designed and provided commensurate with the size of vehicles and type of traffic in the facility. Example protection systems include but not limited to (1) Guard rails, (2) Steel bollards or crash posts, (3) Raised sidewalks. | ☑ | ☐ | ☐ | 6.8.1.2, 6.11.3.10, and 6.11.3.11 |
| 3 | Protection against corrosion | Provide protection against corrosion where piping is in contact with supports or corrosion-causing substances. | ☑ | ☐ | ☐ | 6.11.3.12, 6.11.3.15 and 6.19 |
| **Complete only 4A or 4B** | | | | | | |
| 4A | Perimeter Fence | Is an industrial type or chain link fence of at least 6 ft. high or equivalent protection provided to enclose (all around) container appurtenances, pumping equipment, loading and unloading and container filling facilities? | ☑ | ☐ | ☐ | 6.21.4.2 |
| | | Are at least two means of emergency egress (gates) from the enclosure provided?<br>**NOTE: Write "NA" (not applicable) if:**<br>(i) The area enclosed is less than 100 $ft^2$, or<br>(ii) The point of transfer is within 3 ft. of the gate, or containers are not filled within the enclosure | ☑ | ☐ | ☐ | 6.21.4.2 (A) |
| | | Is a clearance of at least 3 ft. all around to allow emergency access to the required means of egress provided? | ☐ | ☐ | ☑ | 6.21.4.2 (B) |
| | Guard Service | If a guard service is provided, does this service cover the LP-Gas plant and are the guard personnel provided with appropriate LP-Gas related training, per section 4.4 of NFPA 58? | ☐ | ☐ | ☑ | 6.21.4.3 |
| 4B | Lock-in-Place devices | Are Lock-in-Place devices provided to prevent unauthorized use or operation of any container appurtenance, system valves, or equipment in lieu of the fence requirements above? | ☐ | ☐ | ☑ | 6.21.4.2 (C) |

**Note:** Fill only items 1, 2, 3, and 4A or 4B. Indicate with "NA" when not filling the "Yes" or "No" column.

‡ Indicate with "NA" if the facility is not operated at night.

# Form 6.2
## Assessment of Sources of Ignition and Adjacent Combustible Materials

| A | B | C | D | | E |
|---|---|---|---|---|---|
| # | Sources of Ignition and Requirements Pertaining to Adjacent Combustible Materials | Is the Facility compliant? | | | NFPA 58 Section Reference (2020 Edition) |
| | | Yes | No | NA | |
| 1 | Are combustible materials not closer than 10 ft. from each container? | ☑ | ☐ | ☐ | 6.5.3.3 |
| 2 | Is a distance at least 20 ft. provided between containers and tanks containing flammable liquids with flash point less than 200 °F (e.g., gasoline, diesel)? | ☐ | ☐ | ☑ | 6.5.3.6 |
| 3 | Are electrical equipment and wiring installed per Code requirements? | ☑ | ☐ | ☐ | 6.25.2 |
| 4 | Is open flame equipment located and used according to Code? | ☐ | ☐ | ☑ | 6.25.3.1 |
| 5 | Are ignition control procedures and requirements during liquid transfer operations complied with? | ☑ | ☐ | ☐ | 7.2.3.2 |
| 6 | Is an approved, portable, dry chemical fire extinguisher of minimum capacity 18 lbs. and having a B:C rating provided in the facility? | ☑ | ☐ | ☐ | 6.29.4.2 |
| 7 | Is an approved, portable, dry chemical fire extinguisher of minimum capacity 18 lbs. and having a B:C rating provided on each truck or trailer used to transport portable containers? | ☑ | ☐ | ☐ | 9.3.5 and 9.4.7 |
| 8 | Is the prohibition on smoking within the facility premises strictly enforced? | ☑ | ☐ | ☐ | 7.2.3.2 (B) and 9.4.10 |

**Note:** Check "NA" in the row of any items that are not applicable.

# Form 6.3

## Separation Distances from Containers to Buildings, Property Lines that can be Built upon, Inter-container Distances, and Aboveground Flammable or Combustible Storage Tanks

| A | B | C | D | E | F | | G |
|---|---|---|---|---|---|---|---|
| # | Container Size Range in gal (W.C.) | Separation between a property line, important building or other property and the nearest container which is | Minimum Distance (ft.) | Is the Facility compliant? Yes | No | NA | NFPA 58 Section Reference (2020 Edition) |
| 1 | 501 through 2,000 | Above Ground | 25 | ☐ | ☐ | ☑ | 6.4.1, 6.4.2 and Table 6.4.1.1 |
| | | Underground or Mounded | 10 | ☐ | ☐ | ☑ | |
| | | Between containers | 3 | ☐ | ☐ | ☑ | |
| 2 | 2,001 through 30,000 | Above Ground | 50 | ☐ | ☐ | ☑ | |
| | | Underground or Mounded | 50 | ☐ | ☐ | ☑ | |
| | | Between containers | 5 | ☐ | ☐ | ☑ | |
| 3 | 30,001 through 70,000 | Above Ground | 75 | ☑ | ☐ | ☐ | |
| | | Underground or Mounded | 50 | ☐ | ☐ | ☑ | |
| | | Between containers | ¼ sum of diameters of adjacent containers | ☑ | ☐ | ☐ | |
| 4 | 70,001 through 90,000 | Above Ground | 100 | ☐ | ☐ | ☑ | |
| | | Underground or Mounded | 50 | ☐ | ☐ | ☑ | |
| | | Between containers | ¼ sum of diameters of adjacent containers | ☐ | ☐ | ☑ | |
| 5 | All sizes greater than 125 gal | Separation distance between a LP-Gas container and an above ground storage tank containing flammable or combustible liquids of flash points below 200 °F. | 20 | ☐ | ☐ | ☑ | 6.5.3.6 and 6.5.3.7 |

**Note:** If any of the container sizes indicated in the above form are not present in the facility, check "NA" in the item row.

**If the LP-Gas plant is provided with every one of the redundant and fail-safe product control-design equipment indicated in Form 5.7, then the minimum distance in column D of Form 6.3 can be reduced to 10 feet for underground and mounded containers of water capacity 2,001 gal to 30,000 gal.**

# Form 6.4
## Separation Distances between Points of Transfer and other Exposures

| A | B | | C | D | E | F | G |
|---|---|---|---|---|---|---|---|
| # | Type of Exposure within or outside the facility boundary | | Check if exposure is present | Minimum Distance (ft) | Is the Facility compliant? Yes | Is the Facility compliant? No | NFPA 58 Section Reference (2020 Edition) |
| 1 | Buildings, mobile homes, recreational vehicles, and modular homes with at least 1-hour fire-rated walls | | ☐ | 10 | ☐ | ☐ | |
| 2 | Buildings with other than at least 1-hour fire-rated walls | | ☑ | 25 | ☑ | ☐ | |
| 3 | Building wall openings or pits at or below the level of the point of transfer | | ☑ | 25 | ☑ | ☐ | |
| 4 | Line of adjoining property that can be built upon | | ☑ | 25 | ☑ | ☐ | |
| 5 | Outdoor places of public assembly, including school yards, athletic fields, and playgrounds | | ☐ | 50 | ☐ | ☐ | |
| 6 | Public ways, including public streets, highways, thoroughfares, and sidewalks | From points of transfer in LP-Gas dispensing stations and at vehicle fuel dispensers | ☐ | 10 | ☐ | ☐ | 6.7.2 and Table 6.7.2.1 |
| | | From other points of transfer | ☑ | 25 | ☑ | ☐ | |
| 7 | Driveways | | ☐ | 5 | ☐ | ☐ | |
| 8 | Mainline railroad track centerlines | | ☑ | 25 | ☑ | ☐ | |
| 9 | Containers other than those being filled | | ☐ | 10 | ☐ | ☐ | |
| 10 | Flammable and Class II combustible liquid dispensers and the fill connections of containers | | ☐ | 10 | ☐ | ☐ | |
| 11 | Flammable and Class II combustible liquid aboveground containers and filling connections of underground containers | | ☐ | 20 | ☐ | ☐ | |
| 12 | LP-Gas dispensing device located close to a Class I liquid dispensing device | | ☐ | 10 | ☐ | ☐ | 6.27.4.3 |

**NOTE:** Place a check mark in column C against an exposure that is present in or around the facility. Fill columns E or F for only those rows for which there is a check mark in column C.

**If the facility contains low emission transfer equipment (i.e., all equipment identified in Form 5.7 are installed and are in working order), then the minimum separation distances in column D of Form 6.4 can be reduced to one half of the indicated values.**

**If the containers in the LP-Gas facility are provided with SPECIAL PROTECTION MEASURES, then continue the analysis below. Otherwise skip Forms 6.5 and 6.6 and go to Form 6.7. Also see Chapter 9.**

# Form 6.7
## Protection Against Vehicular Impact

| # | System Protected | Is physical protection provided? | | Type of physical protection installed | NFPA 58 Section Reference (2020 Edition) |
|---|---|---|---|---|---|
| | | Yes | No | | |
| 1 | Storage containers | ☑ | ☐ | Bollards | 6.8.1.2, 6.8.6.1(B), 6.8.6.1(C), 6.11.3.11 and 6.27.3.14 |
| 2 | Transfer stations | ☑ | ☐ | Bulkhead Bollards | |
| 3 | Entryway into plant | ☑ | ☐ | Fence | |

# Table 7.1

## Distances to Various Types of Propane Hazards Under Different Release Models**

| Model # | Details of the Propane Release Model Releases from or due to | | Vapor Dispersion Distance to LFL (ft.) | Explosion Hazard Distance (ft.) | Fire Ball Radiation Distance (ft.) |
|---|---|---|---|---|---|
| 1a | Bobtail hose failure. Release of the entire inventory in the hose, quickly. | 1" ID x 150 ft. hose length | 250 | 110 | 50 |
| 1b | | 1" ID x 120 ft. hose length | 230 | 103 | 45 |
| 1c | | 1" ID x 75 ft. hose length | 190 | 90 | 40 |
| 2a | Release of the inventory in a transfer piping 1" x 30 ft. + @ 20 gpm for 10 minutes, due to failed excess flow valve. | | 135 | 120 | 25 |
| 2b | Release of the inventory in a transfer piping 2" x 30 ft. + @ 80 gpm for 10 minutes. | | 230 | 252 | 48 |
| 2c | Release of the inventory in a transfer piping 2" x 80 ft. + @ 70 gpm for 10 minutes. | | 328 | 235 | 74 |
| 2d | Release of the inventory in a transfer piping 2.5" x 30 ft. + @ 80 gpm for 10 minutes. | | 269 | 252 | 59 |
| 2e | Release of the inventory in a transfer piping 3" x 30 ft. + @ 100 gpm for 10 mins. | | 312 | 287 | 69 |
| 2f | Release of the inventory in a transfer piping 3" x 18 ft. + @ 100 gpm for 10 minutes. | | 256 | 284 | 55 |
| 3 | Release from the container pressure relief valve. | | No ignitable vapor concentration at ground level. | | |
| 4 | Release from a 1" ID x 150 ft. transfer piping to a vaporizer and reduced flow from a partially open excess flow valve @ 20 gpm for 10 minutes. | | 250 | 120 | 50 |
| 5 | Leak from a corrosion hole in a transfer pipe at a back pressure of 130 psig (corresponding to 80$^{O}$F) for 60 minutes. Hole size is ¼" ID. | | 110 | 120 | 5 |
| 6a | Release of the entire inventory in a 2" ID x 20 ft. transfer hose. | | 195 | 90 | 40 |
| 6b | Release of the entire inventory in a 2.5" ID x 16 ft. transfer hose. | | 215 | 98 | 45 |
| 7a | Transport hose blow down: Hose size 2" ID, 20 ft. length release for 3 minutes, from a transport after the tank is filled. | | 25 | 30 | <5 |
| 7b | Transport hose blow down: Hose size 2.5" ID, 16 ft. length release for 3 minutes, from a transport after the tank is filled. | | 25 | 29 | <5 |
| 7c | Transport hose blow down: Hose size 3" ID, 16 ft. length release for 3 minutes, from a transport after the tank is filled. | | 31 | 36 | <5 |

** Results from models described in Appendix B. The results are rounded to the nearest 5 feet.

# Form 7.1
## Types of Occupancies[1] Near or Surrounding the LP-Gas Facility

| Type of Occupancies | Model # from Table 7.1 | Hazard Distance[2] (feet) | Is Occupancy located within the hazard distance from the Facility? | |
|---|---|---|---|---|
| | | | Yes | No |
| **Assembly Occupancies** (Places of worship, Libraries, Theaters and Auditoriums, Food or Drink Bars, Sports Stadiums, Amusement Parks, Transportation Centers, etc., with 50 or more people). | | | ☐ | ☑ |
| **Institutional Occupancies** (Elderly Persons Homes or Nursing Homes, Hospitals, Alcohol & Drug Rehabilitation Centers, Prisons). | | | ☐ | ☑ |
| **Educational Occupancies** (Elementary Schools, Day Care facilities, etc.). | | | ☐ | ☑ |

**NOTES:** (1) Different types of occupancies are defined in NFPA 5000.

(2) Table 7.1 provides a number of scenarios that can result in propane release, and the resulting area exposed, for different ignition mechanisms. Determine the scenarios that are applicable to the facility, for the quantities that can be released, and enter the greatest value from Table 7.1. Use the hose diameters and length that will be used at the facility if they differ from the ones in Table 7.1 and recalculate the hazard distances using a spreadsheet method that is available at npga.org. Some scenarios may not be applicable to an installation because of other mitigation measures implemented, such as a hose management procedure to minimize the possibility of hose failure.

# Form 7.2
## Exposure to LP-Gas Facility from External Hazards

| A | B | C | | D |
|---|---|---|---|---|
| Item # | Type of Neighboring Operation | Hazard exists to the LP-Gas Facility | | |
| | | Yes | No | NA |
| 1 | Petroleum and other hazardous material storage, wholesale dispensing, etc. | ☐ | ☐ | ☑ |
| 2 | Metal cutting, welding, and metal fabrication | ☐ | ☐ | ☑ |
| 3 | Industrial manufacturing that can pose external hazards | ☐ | ☐ | ☑ |
| 4 | Ports, rail yards and trans-shipment terminals handling flammable and explosive materials | ☐ | ☐ | ☑ |
| 5 | Other operations that may pose hazards (gasoline and other hazardous material dispensing stations, fertilizer storage, etc.) | ☐ | ☐ | ☑ |

**Note:** If a particular activity indicated in column B does not exist, check the "NA" column.

**Where a "Yes" has been checked in either Form 7.1 or Form 7.2:**

1. **For an existing facility, communicate this information to local emergency responders for inclusion in their emergency planning.**
2. **For a proposed facility, implement the actions indicated in Chapter 9.**

# Form 8.1
## Data on the Responding Fire Department

| A | B | | C |
|---|---|---|---|
| **Item #** | **Data Item** | | **Data Entry** |
| 1 | Name of the Fire Department (FD). | | Port Wentworth Fire |
| 2A | Name of the person in the FD assisting with the data acquisition. | | Lance Moore |
| 2B | Position of the person in the FD assisting with the data acquisition. | | Fire Chief |
| 3A | Date on which FD data was collected. | | 02/01/2023 |
| 3B | Name of the person collecting the data. | | Lance Moore |
| 4 | Number of firefighters on duty at any time. | | 13 |
| 5 | Average number of firefighters available for response. | | 10 |
| 6A | Number of firefighters qualified to: | "Firefighter I" level. | 0 |
| 6B | | "Firefighter II" level. | 40 |
| 7A | Number of firefighters who would: | Respond on the first alarm to the facility. | 10 |
| 7B | | Respond on the first alarm and who are qualified to the operations level requirements of NFPA 472 or similar local requirements. | 10 |
| 7C | | Respond on the first alarm with specific knowledge and training on the properties of LP-Gas and LP-Gas fires. | 8 |
| 8A | Number of fire apparatus that have the capability to deploy a 125 gpm hose line supplied by onboard water for at least 4 minutes, and, which: | Are in service in the department. | 3 |
| 8B | | Would respond on a first alarm. | 2 |

## Form 8.2
### Response Time Data for the Fire Departments

| A | B | C | D | E |
|---|---|---|---|---|
| Company or Department | Time in Minutes for | | | |
| | Alarm Receipt & Handling | Turnout | Travel | Total Time |
| Port Wentworth Station 1 | 1 | 1 | 3 | 5 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

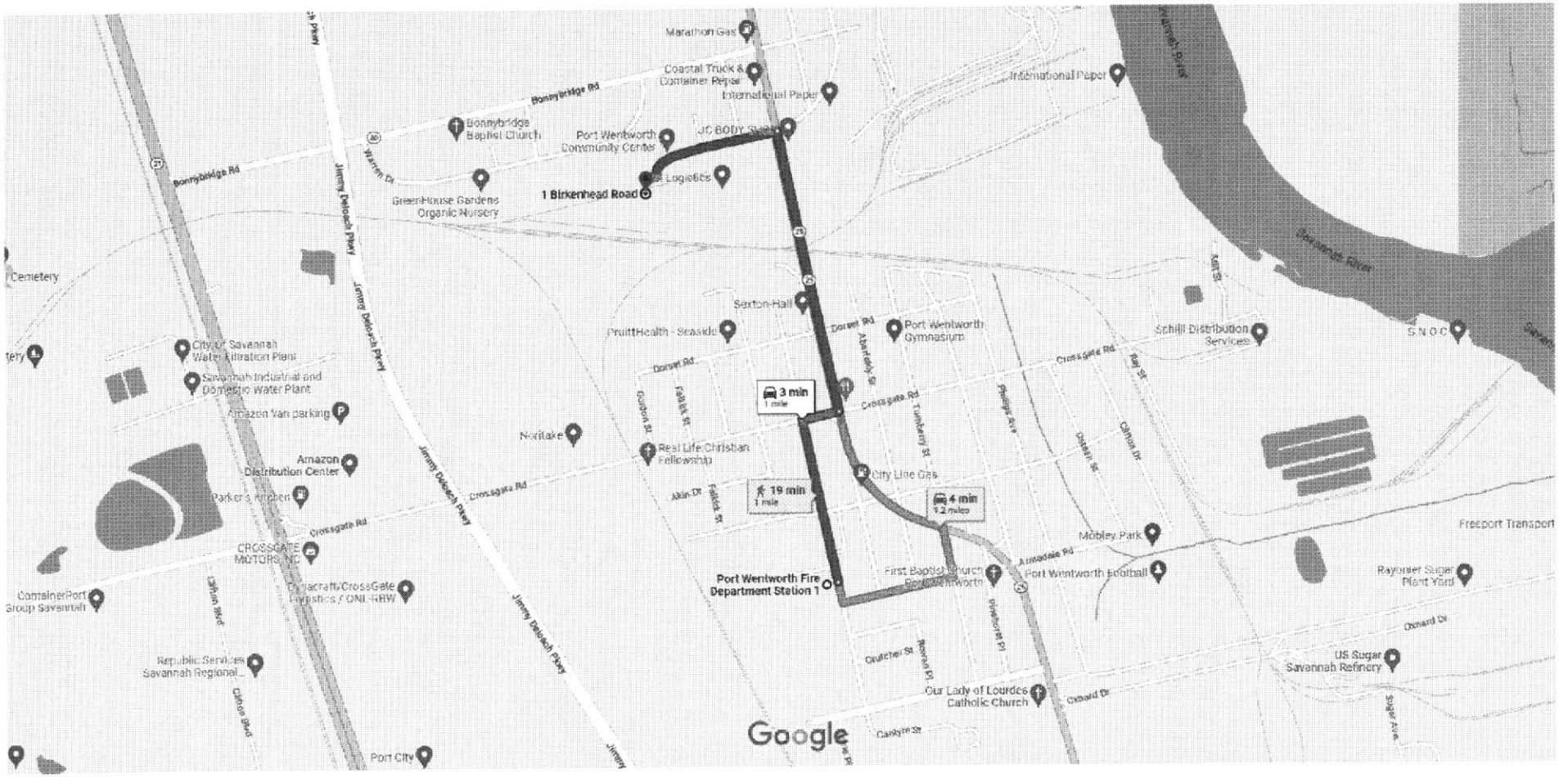
**Note:** Number in Column E = Sum of numbers from Columns B through D.

Google Maps

# Port Wentworth Fire Department Station 1, 317 Cantyre St, Port Wentworth, GA 31407 to 1 Birkenhead Rd, Port Wentworth, GA 31407

Drive 1.0 mile, 3 min

Ferrellgas Port Wentworth GA




Map data ©2023 500 ft

# Form 8.3
## Water Flow Rate and Total Water Volume Required to Cool Containers Exposed to a Fire

| A | B | C | D | E | F | G | H |
|---|---|---|---|---|---|---|---|
| Item # | ASME Container Size (gallons) | Total Surface Area of each Container[1] ($ft^2$) | Surface Area of each container to be Cooled (ft2) | Water flow rate required per container (gpm) | Number of containers of the size indicated‡ | Total Water flow rate required (gpm) | Total volume of water required for 10 min (gal) |
| 1 | 500 | 86 | 43 | 10.8 | | 0.0 | |
| | 1,000 | 172 | 86 | 21.5 | | 0.0 | |
| | 2,000 | 290 | 145 | 36.3 | | 0.0 | |
| | 4,000 | 374 | 187 | 46.8 | | 0.0 | |
| | 6,500 | 570 | 285 | 71.3 | | 0.0 | |
| | 9,200 | 790 | 395 | 98.8 | | 0.0 | |
| | 12,000 | 990 | 495 | 123.8 | | 0.0 | |
| | 18,000 | 1,160 | 580 | 145 | | 0.0 | |
| | 30,000 | 1,610 | 805 | 201.3 | 2 | 402.5 | |
| | 45,000 | 2,366 | 1,183 | 295.8 | | 0.0 | |
| | 60,000 | 3,090 | 1,545 | 386.3 | | 0.0 | |
| | 90,000 | 4,600 | 2,300 | 575 | | 0.0 | |
| | Other Size | | 0 | 0.0 | | 0.0 | |
| 2a | Calculated water flow rate for container protection | | | | | 402.5 | |
| 2b | Water flow rate rounded up to nearest multiple of 125 | | | | | 500 | |
| 3 | Water for firefighter protection, if required ☑ | | | | | 250 | |
| 4 | Total water flow rate and volume | | | | | 750.0 | 7,500.0 |

**Note:** Column D = (1/2) x Column C  Column E = 0.25 (gpm/$ft^2$) x Column D;
Column G = Column F x Column E  Column H = 10 x Column G
Line 2a, Column G and Column H are the sum of numbers in each row above line 2 of each column.
Line 4, Column G and Column H are the sum of numbers in rows 2b and 3.

‡ Consider only three containers for water supply evaluations even if the number of containers in a group is more than three. See Section 8.2.

1 ASME container approximate dimensions.

**The total water requirement for the facility is indicated in item 4, column G (water flow rate) and column H (total water volume or quantity) of Form 8.3. If multiple groups of containers are present in the facility, repeat the calculations in Form 8.3 for each group of containers. The total water requirement for the facility is the largest value for any single group of containers.**

# Form 8.4
## Evaluation of Water Availability in or Near the LP-Gas Facility

| A | B | C | D | | |
|---|---|---|---|---|---|
| **Item #** | **Water from…** | **Available?** | **Quantitative information** | | |
| 1 | Public supply or from another piped-in supply through one or more fire hydrants in or near the facility. | ☑ Yes ☐ No | Hydrant data | Distance from Container(s) on which water will be applied (feet) | Available water flow rate from all hydrants[1] (gpm) |
| | | | Hydrant 1 | 545 | 1,000 |
| | | | Hydrant 2 | 1,190 | |
| | | | Hydrant 3 | | |
| 2 | A nearby static water source (stream, pond, lake, etc.). | ☐ Yes ☑ No | Distance to water source = _____ feet<br>Time to set up relay = _____ minutes<br>Rate of delivery = _____ gpm | | |
| 3 | Only through mobile water tanker shuttle. | ☐ Yes ☑ No | Time to set up shuttle = _____ minutes<br>Sustainable flow rate = _____ gpm | | |

1 Obtain the available flow rate from the local municipal water authority or the entity that supplies water to the hydrant or conduct a test to determine total available flow rate.

**1. For an existing facility, communicate this information to local responders for inclusion in their emergency planning.**
**2. For a proposed new facility, refer to Chapter 9.**


Legend
Hydrant locations
Hydrant #2
Hydrant # 1
DSI Logistics
25
N
300 ft
Google Earth

Google Maps

# N Coastal Hwy

Hydrant #1

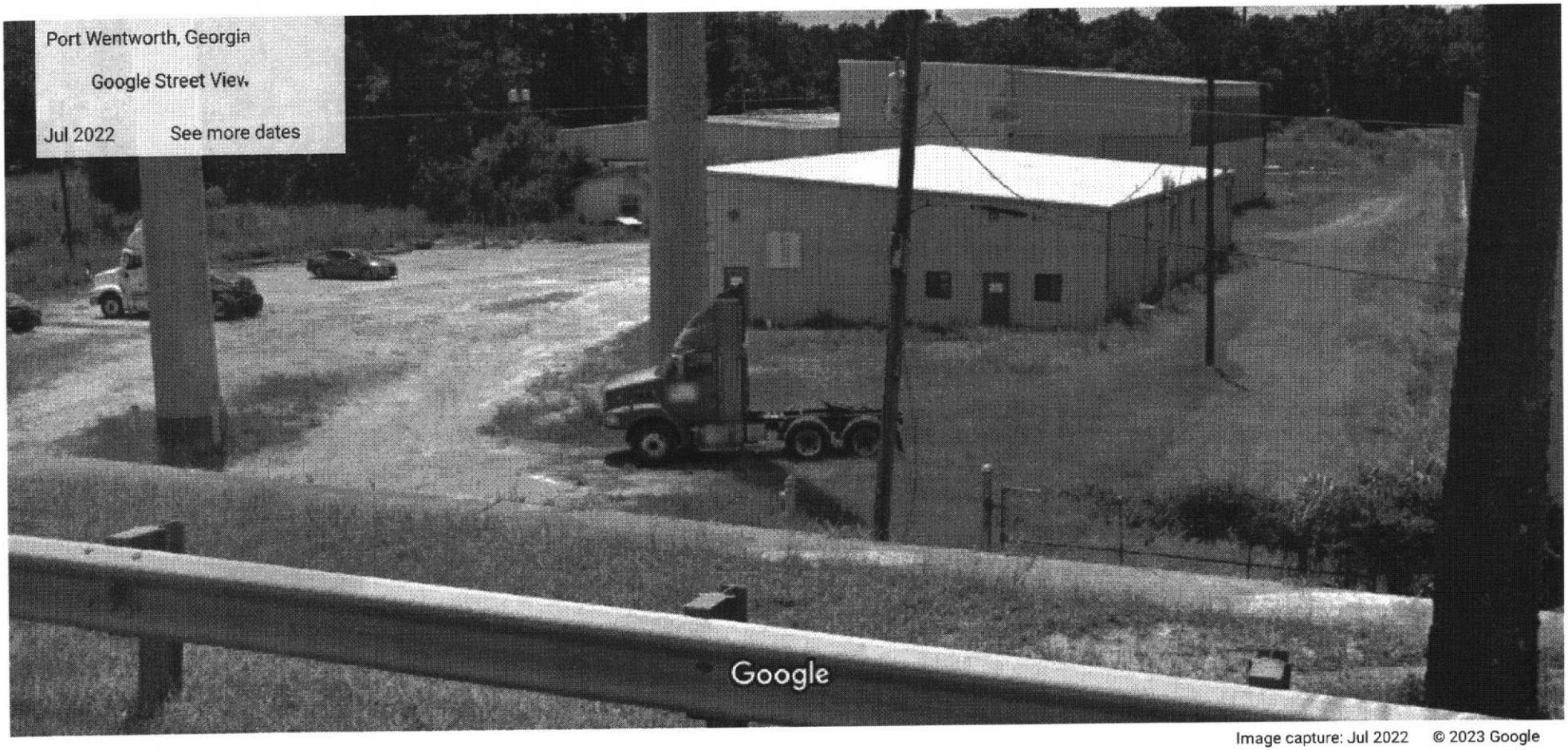
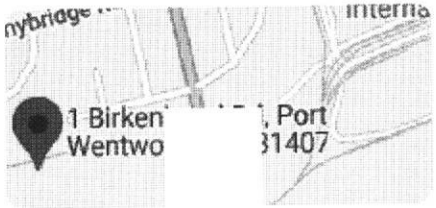



Image capture: Jul 2022 © 2023 Google



Google Maps 44 Appleby Rd

Hydrant #2

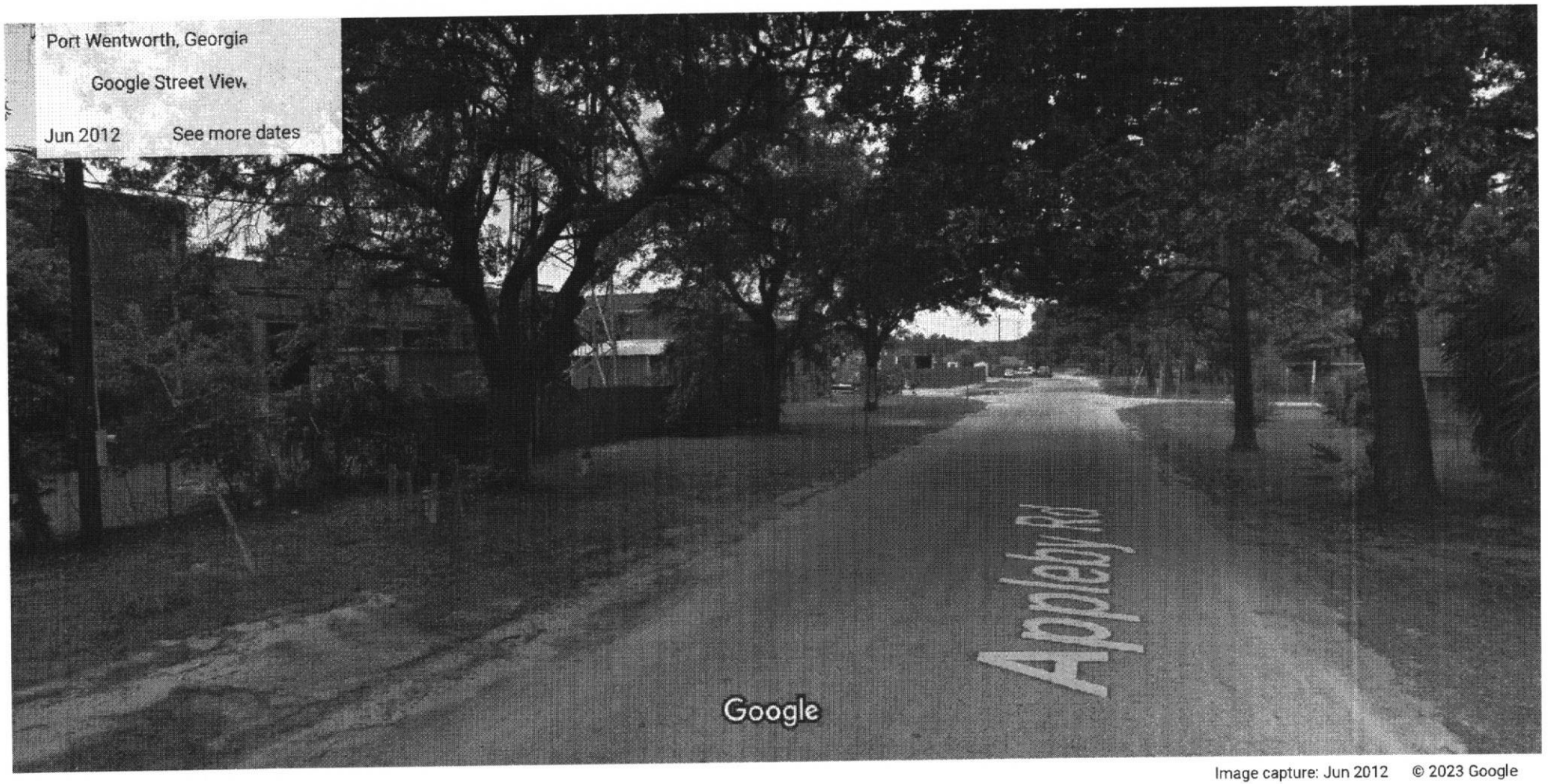
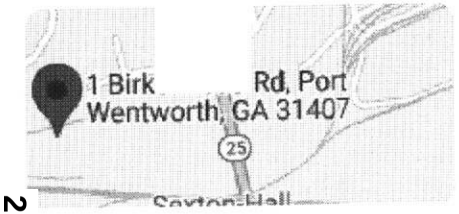



Image capture: Jun 2012 © 2023 Google




217

# Form 9.1
## Analysis Summary on Product Control and Local Conditions of Hazard

| A | B | C | D | E § |
|---|---|---|---|---|
| Item # | Chapter Title | Section & Title | Reference Form # | Number of "No" checked |
| 1 | Product Control Measures in Containers & Transfer Piping | 5.1 Product Control in Containers | 5.1 or 5.2 | 0 |
| | | 5.2 Product Control in Transfer Piping | 5.3 | 0 |
| | | | 5.4 | 0 |
| | | | 5.5 | 0 |
| | | | 5.6 | 0 |
| | | | 5.7 | 0 |
| 2 | Analysis of Local Conditions of Hazard | 6.1 Physical Protection Measures | 6.1 | 0 |
| | | 6.2 Ignition Source Control | 6.2 | 0 |
| | | 6.3.1 Separation distances; Container and outside exposures | 6.3 | 0 |
| | | 6.3.2 Separation distances; Transfer points and outside exposures | 6.4 | 0 |
| | | 6.4 Special Protection Measures | 6.5 | 0 |
| | | | 6.6 | 0 |

§ The number of "No" for Forms from Chapter 5 is the difference between the required number of appurtenances according to NFPA 58-2020, and a lesser number found to be actually installed on the container or the transfer piping.

**If, in any row of column E ("No") of Form 9.1, the entry number is greater than zero, the proposed LP-Gas facility is not in compliance with the requirements of NFPA 58-2020 for product control appurtenances or other safety measures. The design of the proposed facility must be modified to conform to the code requirements. In addition, the following items should be noted.**

- **If there are any "No" checks in Form 6.3, then the separation distance requirements for containers are not satisfied. An option that may be considered is the reduction in separation distance to 10 feet for underground and mounded containers by providing "Redundant and Fail-Safe Product Control Measures." In this case, complete Form 9.4 below to ensure that each requirement of "Redundant and Fail-Safe Product Control Measures" is provided.**

- **If there are any "No" checks in Form 6.4, then the separation distance requirements for transfer points are not satisfied. In this case, relocate the transfer points so that the separation distances conform to the code requirements or provide the Low Emission Transfer Equipment. Complete Form 9.5 below and ensure that all requirements for Low Emission Transfer Equipment are fulfilled.**

# Form 9.2

## Analysis Summary on Exposure from and to the LP-Gas Facility

| A | B | C | D | E |
|---|---|---|---|---|
| Item # | Chapter Title | Section & Title | Reference Form # | Number of "Yes" checked |
| 1 | Exposure to and from Other Properties | 7.1 Exposure to off-site properties and persons from in-plant propane releases | 7.1 | 0 |
| | | 7.2 Exposure to propane facility from external events | 7.2 | 0 |

**If the entry number in column E ("Yes"), Form 9.2 corresponding to Form 7.1 is greater than zero, consider one or more of the following design alternatives:**

1. **Consider moving the container or the transfer point to a different location, if possible and space exists, so that the property or the person is beyond the hazard distance.**
2. **Provide "Redundant and Fail-safe Product Control Measures." Complete Form 9.4 to ensure compliance.**
3. **Institute other technical measures such as installing gas and flame detectors (connected to facility shutdown systems), sounding alarm outside facility premises, etc.**
4. **Institute administrative controls such as additional training for personnel, more frequent inspections of hoses and transfer piping, etc.**

**If the entry number in column E ("Yes"), Form 9.2 corresponding to Form 7.2 is greater than zero, consider one or more of the following design alternatives:**

1. **Implement procedures to monitor neighboring activity.**
2. **Install means in the adjacent plant to shut down the LP-Gas plant in case of an emergency in that plant.**

## Form 9.3
### Analysis Summary on Fire Department Evaluations

| A | B | C | D | E | F |
|---|---|---|---|---|---|
| Item # | Chapter Title | Section & Title | Reference Form # | Number "zeros" entered in Column C, Lines 6 through 8 of Form 8.1 | Number of "Yes" checked in Column C of Form 8.4 |
| 1 | Fire department capability, adequacy of water supply and Emergency Planning | 8.1 Data on the Fire Department | 8.1 | 1 | |
| 2 | | 8.2 Fire response water needs and availability | 8.4 | | 1 |

**If the entry number in row 1, Column E of Form 9.3 is greater than zero, consider one or more of the following design alternatives:**

1. **Discuss with the local Fire Department the needs of the LP-Gas facility and the evaluation results on the capability and training inadequacies of the Department.**
2. **Consider developing a cadre of personnel within the LP-Gas facility to respond to emergencies.**
3. **Institute container special protection system based on active protection approaches or passive approaches. Complete Form 9.6 and Form 9.7 below.**

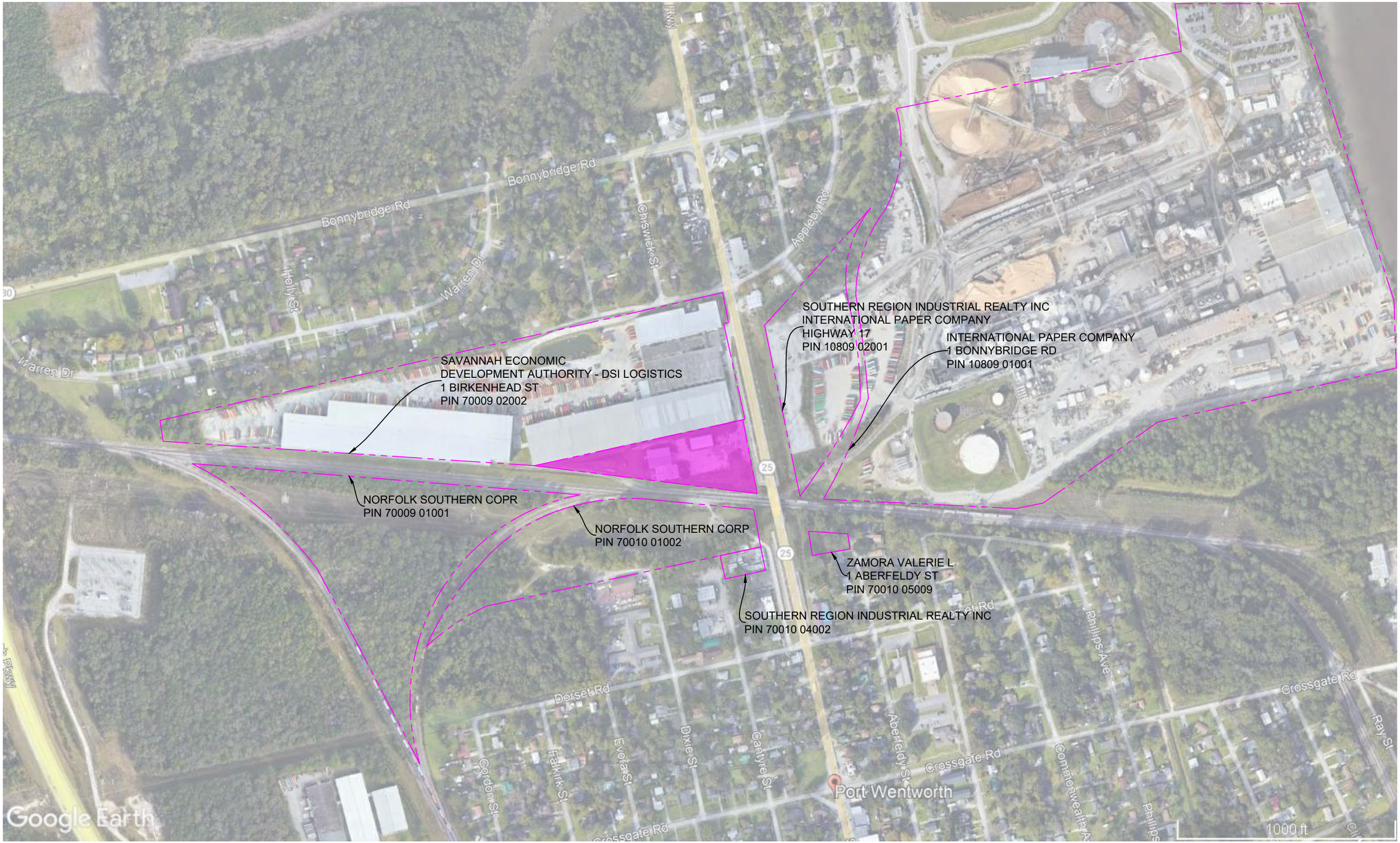
**If the entry number in row 2, Column F of Form 9.3 is equal to zero, consider one or more of the following design alternatives:**

1. **Provide special protection (other than water spray or monitor systems) to containers, satisfying the requirements of section 6.29.5 of NFPA 58, 2020 edition. Complete Form 9.6 to ensure compliance.**
2. **Consider implementing the various options indicated in Table 9.1.**

# Form 9.4
## Redundant and Fail-Safe Design for Containers

| A | B | | C | D | E | | F |
|---|---|---|---|---|---|---|---|
| Item # | Description | | Features | Proposed for the facility? | | | NFPA 58 Section Reference (2020 Edition) |
| | | | | Yes | No | NA | |
| 1 | Container sizes for which the appurtenances are provided | | Appurtenances, redundant fail-safe equipment and low emission transfer lines are provided for each container of water capacity 2,001 gal to 30,000 gal | ☑ | ☐ | | 6.30.3 and 6.30.4 |
| 2 | Liquid or vapor withdrawal (1-1/4 in. or larger) | | Internal valve with internal excess flow valve | ☑ | ☐ | | 6.30.3.1 and 6.30.3.2 |
| | | | Positive shutoff valve installed as close as possible to the internal valve | ☑ | ☐ | | 6.30.3.4 |
| 3 | Liquid or vapor inlet | | Internal valve with internal excess flow valve or Backflow check valve | ☑ | ☐ | | 6.30.3.5 |
| | | | Positive shutoff valve installed as close as possible to the internal valve or the backflow check valve (BCK). | ☑ | ☐ | | 6.30.3.5 |
| 4 | Railcar transfer | Flow into or out of railroad tank car | Emergency shutoff valve installed in the transfer hose or the swivel-type piping at the tank car end. | ☐ | ☐ | ☑ | 6.21.2.6 (1) and 6.30.4.1 |
| | | Flow only into railroad tank car | Emergency shutoff valve or backflow check valve (BCK) installed in the transfer hose or the swivel-type piping at the tank car end. | ☐ | ☐ | ☑ | 6.21.2.6 (2) and 6.30.4.1 |
| 5 | Cargo tank transfer | | Protection provided in accordance with 6.14 | ☑ | ☐ | | 6.30.4.1 |
| 6 | Automatic closure of all primary valves (IV & ESV) in an emergency | | By thermal (fire) actuation | ☑ | ☐ | | 6.30.4.2 |
| | | | Actuated by a hose pull-away due to vehicle motion | ☑ | ☐ | | 6.30.4.2 |
| 7 | Manually operated remote shutdown of IV and ESV | | Remote shutdown station within 15 ft. of the point of transfer? | ☑ | ☐ | | 6.30.4.3 (A) |
| | | | Another remote shutdown station between 25 ft. and 100 ft. of the transfer point? | ☑ | ☐ | | 6.30.4.3 (B) |
| | | | Shutdown stations will shut down electrical power supply to the transfer equipment and all primary valves (Internal and Emergency Valves) | ☑ | ☐ | | 6.30.4.3 |
| | | | Signs complying with the requirements of 6.30.4.3 (C) provided? | ☑ | ☐ | | 6.30.4.3 (C) |

**Note:** If your facility does not have a rail terminal, Check "NA" in item 4 of the form in the railroad tank car row. Similar option is also available if there is no cargo tank vehicle transfer station.




| REVISIONS | | | | | |
|---|---|---|---|---|---|
| REV | DATE | DESCRIPTION | REV BY | CHK'D BY | APP'D BY |
| A | 04/23/2024 | FOR REVIEW | W. HINSON | | |
| | | | | | |
| | | | | | |
| | | | | | |

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COMPANY

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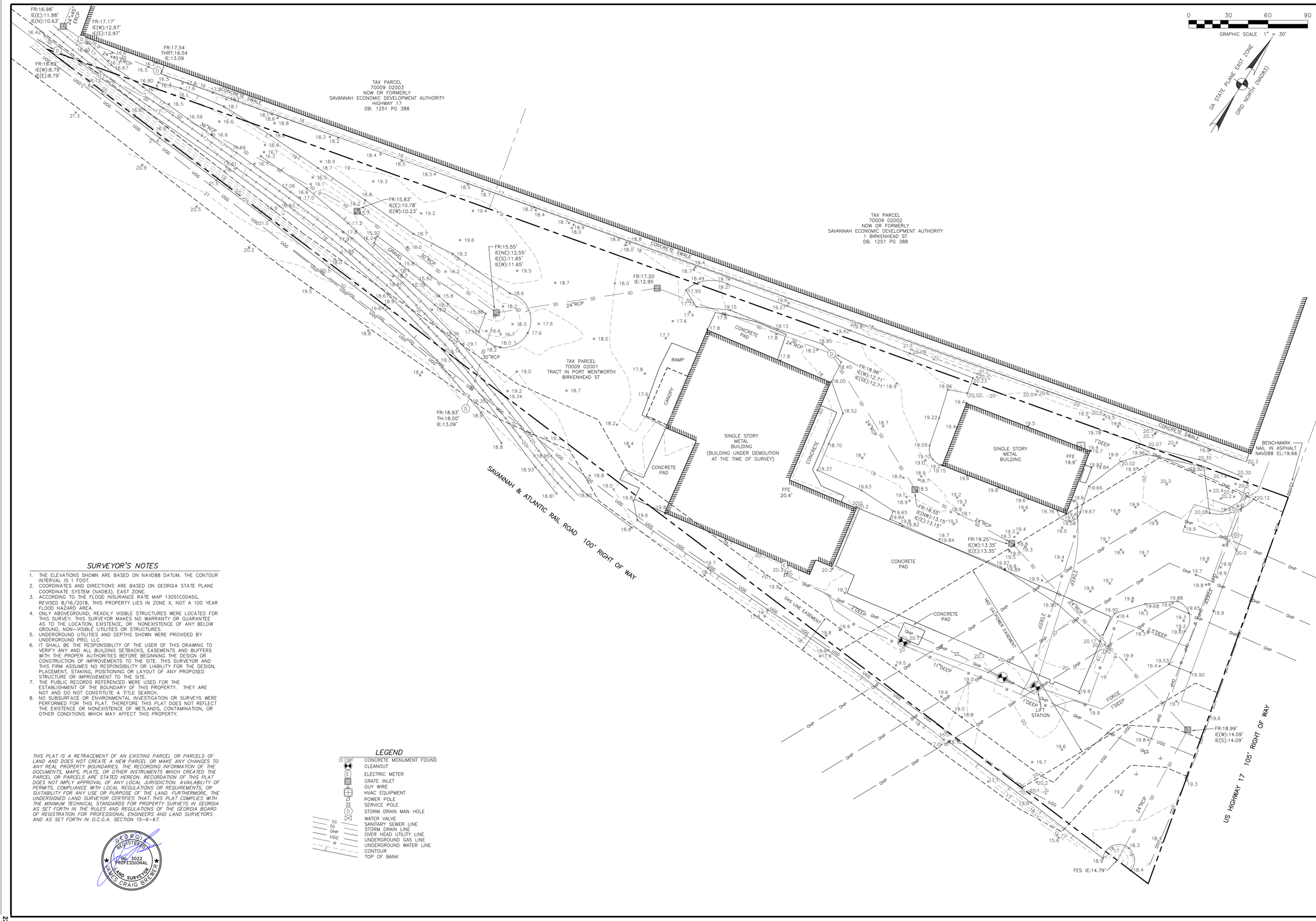
| JOB NUMBER | JOB DESCRIPTION | |
|---|---|---|
| CO00002269 | BULK PLANT | |
| FACILITY NAME | LOCATION | |
| FERRELL GAS | PORT WENTWORTH, GA | |
| DRAWN BY | CHECKED BY: | APPROVED BY: |
| WilliamHinson | | |
| DATE: | SCALE | PAPER SIZE |
| | N/A | 11x17 |

DRAWING TITLE

LAYOUT
SITE LAYOUT
SURROUNDING PROPERTIES - 300' SETBACK

DRAWING NO. B - RM - CO00002269 - 4LO - 101

REV 222




## SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM. THE CONTOUR INTERVAL IS 1 FOOT.
2. COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
3. ACCORDING TO THE FLOOD INSURANCE RATE MAP 13051C0045G, REVISED 8/16/2018, THIS PROPERTY LIES IN ZONE X, NOT A 100 YEAR FLOOD HAZARD AREA.
4. ONLY ABOVEGROUND, READILY VISIBLE STRUCTURES WERE LOCATED FOR THIS SURVEY. THIS SURVEYOR MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NONEXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
5. UNDERGROUND UTILITIES AND DEPTHS SHOWN WERE PROVIDED BY UNDERGROUND PRO, LLC.
6. IT SHALL BE THE RESPONSIBILITY OF THE USER OF THIS DRAWING TO VERIFY ANY AND ALL BUILDING SETBACKS, EASEMENTS AND BUFFERS WITH THE PROPER AUTHORITIES BEFORE BEGINNING THE DESIGN OR CONSTRUCTION OF IMPROVEMENTS TO THE SITE. THIS SURVEYOR AND THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE DESIGN, PLACEMENT, STAKING, POSITIONING OR LAYOUT OF ANY PROPOSED STRUCTURE OR IMPROVEMENT TO THE SITE.
7. THE PUBLIC RECORDS REFERENCED WERE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
8. NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.

*THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.*

GEORGIA REGISTERED No. 3022 PROFESSIONAL LAND SURVEYOR JAMES CRAIG BREWER

## LEGEND

- CMF — CONCRETE MONUMENT FOUND
- CLEANOUT
- E — ELECTRIC METER
- GRATE INLET
- GUY WIRE
- HVAC EQUIPMENT
- POWER POLE
- SERVICE POLE
- D — STORM DRAIN MAN HOLE
- WATER VALVE
- SS — SANITARY SEWER LINE
- SD — STORM DRAIN LINE
- OHP — OVER HEAD UTILITY LINE
- UGG — UNDERGROUND GAS LINE
- W — UNDERGROUND WATER LINE
- CONTOUR
- TOP OF BANK

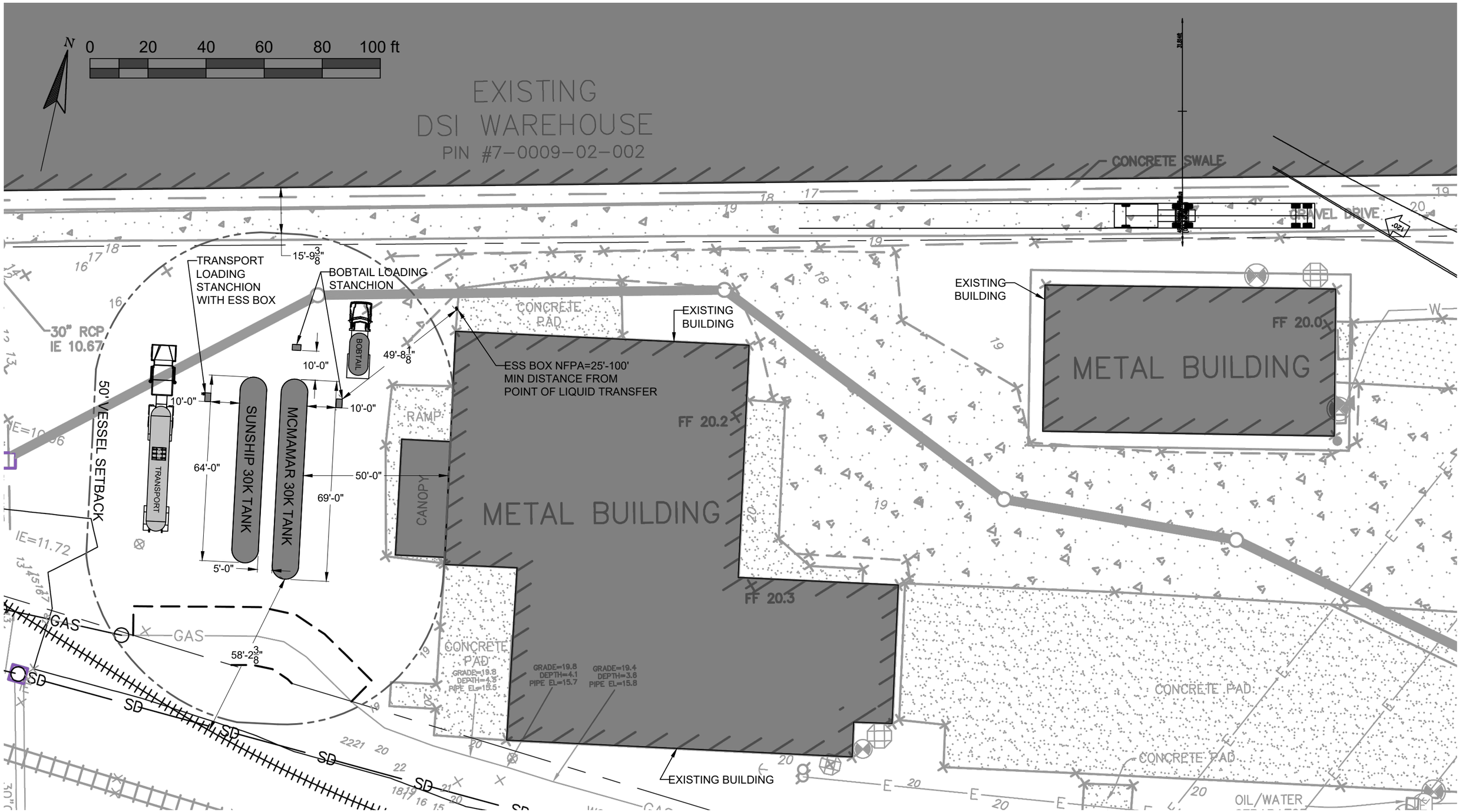

BREWER LANDSURVEYING
P.O. BOX 441
Pooler, GA 31322
Info@brewersurvey.com
Phone (912) 856-2305
www.BrewerSurvey.com
LSF #1095


# TOPOGRAPHIC SURVEY OF
# 3.56 ACRES KNOWN AS TAX PARCEL 70009 02001
## CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

PREPARED FOR:
## DISTRIBUTION SERVICE INTERNATIONAL

| | |
|---|---|
| PROJECT #: | 230650 |
| FIELD DATE: | 9/11/2023 |
| PLAT DATE: | 10/19/2023 |
| LAST REVISED: | N/A |
| DRAWN BY: | CAL |
| SCALE: | 1"=30' |

SHEET: 1 OF 1




| REVISIONS | | | | | |
|---|---|---|---|---|---|
| REV | DATE | DESCRIPTION | REV BY | CHK'D BY | APP'D BY |
| A | 01/25/2023 | FOR REVIEW | W. HINSON | P. SWANGER | |
| | | | | | |
| | | | | | |
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COMPANY

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888.206.4563
www.transtechenergy.com

| JOB NUMBER | JOB DESCRIPTION | |
|---|---|---|
| CO00002269 | BULK PLANT | |
| FACILITY NAME | LOCATION | |
| FERRELL GAS | PORT WENTWORTH, GA | |
| DRAWN BY | CHECKED BY: | APPROVED BY: |
| William Hinson | | |
| DATE: | SCALE | PAPER SIZE |
| | N/A | 11x17 |

DRAWING TITLE

LAYOUT
SITE LAYOUT
BULK PLANT AREA - NFPA 58
PROPERTY SETBACK REQUIREMENTS

DRAWING NO. B - RM - CO00002269 - 4LO - 100

REV 224

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department:
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head:

**AGENDA ITEM (ID )**

DOC ID:

**Amendments to the Zoning Ordinance- 1st Reading**

**Issue/Item:** The City's Zoning Ordinance is under constant review from Staff, and certain amendments have been complied and brought forth to make the Zoning Ordinance's use and applicability more harmonious with providing the best services and experiences for the residents and businesses in the City.

## Background:

Last year, the City passed a new comprehensive Zoning Ordinance. Since then, as the new Zoning Ordinance has been in use and effect, staff has kept track of places within the ordinance and instances where updating or amending the ordinance makes sense.

## Facts and Finding:

The proposed amendments include: cleaning up the language of C-1 Neighborhood Commercial, cleaning up the language of Garages in certain residential areas, and updating permitted versus special uses as well as other requirements in Tables 4.30 and 4.40 relating to Commercial zoning.

Recommendation: Approve

## Funding:

## Recommendation:

**ORDINANCE NO. 24-08-01**

**STATE OF GEORGIA**
**COUNTY OF CHATHAM**
**CITY OF PORT WENTWORTH**

**AN ORDINANCE TO AMEND THE CITY OF PORT WENTWORTH ZONING ORDINANCE**

**WHEREAS**, it is necessary from time to time to modify the City's ordinances; and

**WHEREAS** the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

**WHEREAS**, the City of Port Wentworth is granted the power to provide such comprehensive city planning for development by zoning, subdivision regulation and the like as the city council deems necessary and reasonable to ensure a safe, healthy, and aesthetically pleasing community; and

**WHEREAS**, the City of Port Wentworth desires to update its Zoning Ordinance; and

**NOW, THEREFORE,** that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

The Code of Ordinance, Zoning Ordinance, is amended as follows:

I. Amend Sec. 4.20.A. to read as follows:

Neighborhood Commercial (C-1). This district is intended to encourage and accommodate a walkable downtown area with storefronts on the ground story and upper story residential, local market retail, personal services, restaurants, entertainment, offices, and professional services. Characteristics of uses and land in C-1 include daytime and early evening operations, smaller-scale and mixed-use buildings, sidewalk sales, and on-street parking.

II. Amend Table 3.40.D to read as follows:

| Table 3.40 D: Multi-Family Residential | | | | | | |
|---|---|---|---|---|---|---|
| **Requirement** | | **R-5** | | | | |
| | | **Single-Family** | **Two-Family** | **Townhouse** | **Multiple-Family** | **Non-Residential** |
| Min. Lot Area (s.f.)[1] | | 7,500 | 8,000 | 2,420[1] | 1,800[1] | 10,000 |
| Min. Lot Width (ft.) | | 60 | 60 | 25[1] | 100 | 50 |
| Min. Lot Frontage (ft.)[2] | | 60 | 60 | 25[1] | 100 | 50 |
| Max. Number of Units per Building | | 1 | 2 | 8 | -- | -- |
| Max. Building Height (ft.) | | 35 | 35 | 35 | -- | 40 |
| Max. Building Coverage (%) | | 45 | 60 | 75 | 75 | 40 |
| Min. Setb-acks (ft.) | Front- major arterial road | 40 | 40 | 40 | 50 | 50 |
| | Front (front-loaded)[3] | 25 | 25 | -- | 35 | 50 |
| | Front (rear-loaded)[4] | 20 | 20 | 5 | 35 | 50 |
| | Street Side | 20 | 20 | 5 | 35 | 50 |
| | Side | 5 | 5 | 10[5] | 20 | 25 |
| | Rear | 20 | 20 | 25[6] | 25 | 25 |

III. Amend Sec. 3.50.A.2 to read as follows:

Garages. Detached garages shall be located in rear yards.

IV. Amend Table 4.40 to read as follows:

| Table 4.40: Lot, Building, and Siting Requirements | | | | | |
|---|---|---|---|---|---|
| Requirement | | C-1 | C-2 | C-3 | I-1 |
| Min. Lot Area (s.f. unless noted otherwise) | | -- | 1 acre | 1 acre | 5 acres |
| Min. Lot Width/Frontage (ft.) | | -- | 150 | 150 | 300 |
| Max. Building Height (ft.) | | 35* | 45* | 45* | 60* |
| Max. Building Coverage (%) | | 75 | 60 | 60 | 50 |
| Min. Setbacks (ft.) | Front | 0 | 25 | 25 | 50 |
| | Street Side | 0 | 25 | 25 | 50 |
| | Side abutting residential districts | 10 | 35 | 50 | 200 |
| | Side abutting commercial and industrial districts | 0 | 15 | 15 | 50 |
| | Rear abutting residential districts | 20 | 35 | 50 | 200 |
| | Rear abutting commercial and industrial districts | 10 | 15 | 15 | 50 |

* Uses indicated in Table 4.30 with (*) are exempt from the height restrictions in Table 4.40.

V. Amend Table 4.30 to rad as follows:

| Table 4.30: Commercial and Industrial Districts- Land Use Regulation | | | | | |
|---|---|---|---|---|---|
| Use | C-1 | C-2 | C-3 | I-1 | Other |
| Accessory Uses- uses defined in Section 25.20 | | | | | |
| Accessory building, non-residential | P/S | P/S | P/S | P/S | |
| Antennas and over-the-air reception devices | P | P | P | P | |
| Outdoor display and sales | P | P | P | -- | 7.150 |
| Outdoor storage | -- | -- | P | P | 7.160 |
| Outdoor storage of containers | -- | -- | -- | P | 7.160 |
| Accommodations, Hospitality, and Entertainment- uses defined in Section 25.30 | | | | | |
| Banquet or meeting hall | P | P | P | -- | |
| Campground or recreational vehicle park | -- | -- | S | -- | 7.60 |
| Commercial indoor recreation facility* | P | P | P | P | |
| Commercial outdoor recreation facility | -- | -- | -- | P | |
| Hotel or motel* | P | P | P | -- | |
| Indoor theater | P | P | -- | -- | |
| Outdoor theater | -- | -- | -- | S | 7.170 |
| Restaurant | P | P | P | -- | |
| Restaurant with drive-through | P | P | P | -- | 7.100 |
| Restaurant with accessory micro-brewery, distillery, or winery | P | P | P | -- | |
| Tavern | P | P | P | -- | |
| Civic and Institutional- defined in Section 25.50 | | | | | |
| Cemetery | S | S | S | S | |
| Community-oriented cultural facility* | P | P | -- | -- | |
| Community-based indoor recreational facility* | P | P | -- | -- | |
| Government facility* | P | P | P | P | |
| Public park or preserve | P | P | P | P | |
| Place of worship* | P | P | -- | -- | |
| School- college or university* | P | P | -- | -- | |
| School- preschool to 12* | P | P | -- | -- | |
| School- specialized training* | P | P | P | P | |

| Table 4.30: Commercial and Industrial Districts- Land Use Regulation | | | | | |
|---|---|---|---|---|---|
| Use | C-1 | C-2 | C-3 | I-1 | Other |
| School- truck driving | -- | -- | -- | S | |
| Industrial, Infrastructure, and Transportation- defined in Section 25.60 | | | | | |
| Brewery, winery, distillery | -- | -- | -- | P | |
| Commercial solar energy system | -- | -- | -- | P | 7.210 |
| Crematorium | S | S | S | S | |
| Essential public services and utilities without buildings | P | P | P | P | 6.60 A |
| Essential public services and utilities, with Buildings* | P | P | P | P | 6.60 A |
| Manufacturing, processing, and packaging- heavy | -- | -- | -- | S | |
| Manufacturing, processing, and packaging- light | -- | -- | -- | P | |
| Outdoor storage, principal use | S | S | S | S | 7.160 |
| Outdoor container storage as principal use | S | S | S | S | 7.160 |
| Propane gas sales | -- | -- | -- | P | |
| Salvage or impound operation | -- | -- | -- | P | 7.190 |
| Sawmill or planing mill | -- | -- | -- | P | |
| Self-storage | -- | S | S | P | 7.200 |
| Truck terminal | -- | -- | -- | S | |
| Warehousing and distribution | -- | -- | -- | S | |
| Waste management and recycling | S | S | S | S | |
| Wholesaling and distribution | -- | -- | -- | S | |
| Offices and Services- defined in Section 25.70 | | | | | |
| Animal and pet services | P | P | P | -- | 7.40 |
| Animal clinic | P | P | P | | |
| Child day care center | P | P | -- | -- | |
| Contractor facility | P | P | -- | P | |
| Funeral home or mortuary | S | S | S | S | |
| General offices and services* | P | P | -- | -- | |
| General offices and services with drive-through | S | S | -- | -- | 7.100 |
| Hospital* | -- | P | P | -- | |
| Research and development* | -- | -- | -- | P | |
| Truck stop or truck fuel sales | -- | -- | S | S | 7.250 |
| Vehicle repair, major | -- | -- | P | P | 7.240 |
| Vehicle repair, minor | S | P | P | P | 7.240 |
| Vehicle service station | S | S | S | P | 7.250 |
| Vehicle wash, cars | -- | S | S | -- | |
| Vehicle wash, trucks | -- | -- | -- | P | |
| Residential Group Living- defined in Section 25.80 | | | | | |
| Nursing home | S | S | -- | -- | |
| Residential Household Living- defined in Section 25.90 | | | | | |
| Mixed-use residential* | P | -- | -- | -- | |

* Uses indicated with (*) are exempted from height restrictions in Table 4.40.

VI. All laws and parts of laws in conflict with this Act are hereby repealed.

VII. This Ordinance shall become effective upon its passage and adoption.

**SO ORDAINED** this the_____ day of _____, 2024.

Approved:

_____
Gary Norton, Mayor

Attest:

_____
Zahnay Smoak, City Clerk

First reading: _____ (date)

Second reading: _____ (date)

**City Council**
7224 GA Highway 21
Port Wentworth, GA 31407

**SCHEDULED**

Meeting: 08/15/24
Department:
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head:

**AGENDA ITEM (ID )**

DOC ID:

**Amendments to the Parking Ordinance- 1st Reading**

**Issue/Item:** The City's ordinances are under constant review, and residents have repeatedly noted a desire for the City to address parking of commercial vehicles in residential areas as a nuisance and negative effect to general tenor of the neighborhoods.

**Background:** Last year, the City updated Chapter 13 to include new rules and regulations to address on-street parking in residential areas. Through continued conversations with residents, the City heard and agrees there is a need to address commercial vehicles with over six wheels parking in residential areas – not just on the streets.

## Facts and Finding:

Commercial vehicles with greater than six wheels are not within the general makeup and tenor of residential neighborhoods. This ordinance addresses that, with restriction in R-2, R-3, R-4, and R-5 zonings, as well as limited allowance in R-1 zoning as long as such vehicle is not visible from the road.

Recommendation: Approve

## Funding:

## Recommendation:

**ORDINANCE NO. 24-08-02**

**STATE OF GEORGIA**
**COUNTY OF CHATHAM**
**CITY OF PORT WENTWORTH**

**AN ORDINANCE TO AMEND CHAPTER 13, MOTOR VEHICLES AND TRAFFIC OF THE CITY OF PORT WENTWORTH CODE OF ORDINANCES**

**WHEREAS**, it is necessary from time to time to modify the City's ordinances; and

**WHEREAS** the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

**WHEREAS**, the City of Port Wentworth is granted the power to regulate the operation of motor vehicles and public parking and to exercise control over all traffic, upon or across the highways, streets, roads, alleys, and walkways of the city; and

**WHEREAS**, the City of Port Wentworth desires to update its Chapter 13, Motor Vehicles and Traffic to ensure safety and free movement upon the roadways of the city; and

**NOW, THEREFORE,** that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

The Code of Ordinance, Chapter 13, Motor Vehicles and Traffic, is amended as follows:

I. A new Sec. 13-14 is created, and reads as follows:

Sec. 13-14 – Commercial Vehicle Residential Parking

(a) Subject to the provisions of Article II of this Chapter, parking of any vehicle or trailer over 10,000 pounds is prohibited in R-1 zoning, unless the property is greater than 3 acres and such vehicle is not visible from the public roadway.
(b) Subject to the provisions of Article II of this Chapter, parking of any vehicle or trailer over 10,000 pounds is prohibited in R-2, R-3, R-4, and R-5 zoning.
(c) The provisions of this Section shall apply regardless of whether the vehicle or trailer is in a state of repair or disrepair, or fully operational.

II. A new Sec. 13-15 is created, and reads as follows:

Sec. 13-15 – Parking or Storage of Shipping Containers

(a) Subject to the provisions of Article II of this Chapter, shipping containers used as permanent or semi-permanent storage in R-1, R-2, R-3, R-4, R-5, C-1, C-2, or C-3 zoning districts shall be considered a temporary structure under Chapter 5, Article XVI of this Ordinance. For the purposes of this Section, a shipping container shall be considered used as permanent or semi-permanent storage if such shipping container is off its chassis.
(b) When considering an application permit for temporary use structure, the city administrator or their designee may consider such conditions to mitigate negative impacts to include but not limited to painting or aesthetics of the shipping container, whether placement satisfies setback requirements, whether containers will be stacked, the number of shipping containers requested, items or materials to be stored in the shipping container, and security of the shipping container.
(c) The property owner shall apply for the temporary use structure permit.

III. Sections 13-16 through 13-49 shall be remain designated as "Reserved" in Article I of Chapter 13.

IV. All laws and parts of laws in conflict with this Act are hereby repealed.

V. This Ordinance shall become effective upon its passage and adoption.

**SO ORDAINED** this the_____ day of _____, 2024.

Approved:

_____
Gary Norton, Mayor

Attest:

_____
Zahnay Smoak, City Clerk

First reading: _____ (date)

Second reading: _____ (date)