



CITY OF PORT WENTWORTH
PLANNING COMMISSION
AUGUST 12, 2024

Council Meeting Room

Regular Session

3:30 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. ADOPTION OF MINUTES

6. UNFINISHED BUSINESS

- A. A request has been submitted for the re-hearing 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. Staff recommends submitting a current recommendation to City Council, if appropriate, based on additional information provided by the applicant.

7. NEW BUSINESS

- A. 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. The submitted request for Special Use is consistent with the concept identified at time of rezoning and surrounding approved use.
- B. 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.

Staff recommends that approval of this use include the condition that access through the parcel, to the site be improved to meet IFC standards.

8. ADJOURNMENT



Planning Commission
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 08/12/24
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

SCHEDULED

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

DOC ID:

A request has been submitted for the re-hearing 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: A request has been submitted for the re-hearing 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

Funding: N/A

Recommendation: Staff recommends submitting a current recommendation to City Council, if appropriate, based on additional information provided by the applicant.

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

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:

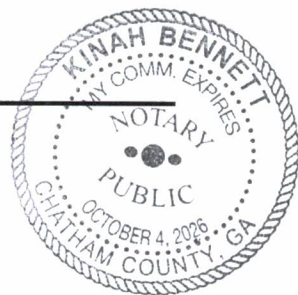
1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners within 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining 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.

[Signature]
Notary Public



[Signature]
Signature of Applicant

[Signature]

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.

N/A

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**)

GEORGIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3011 1/01
Ellie Mae, Inc. Page 1 of 10

GAEDEED 0419
GAEDEED (CLS)
07/22/2020 01:35 PM PST



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

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"



LOAN #: 2011543

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 seized 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



LOAN #: 2011543

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 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.



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



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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.



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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:

Steven Hester 7-27-2020 (Seal)
STEVEN HESTER DATE

Janet N Hester 7-27-2020 (Seal)
JANET N HESTER DATE

[Signature]
Unofficial Witness

[Signature]
Notary Public,
Fulton County, GA



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



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

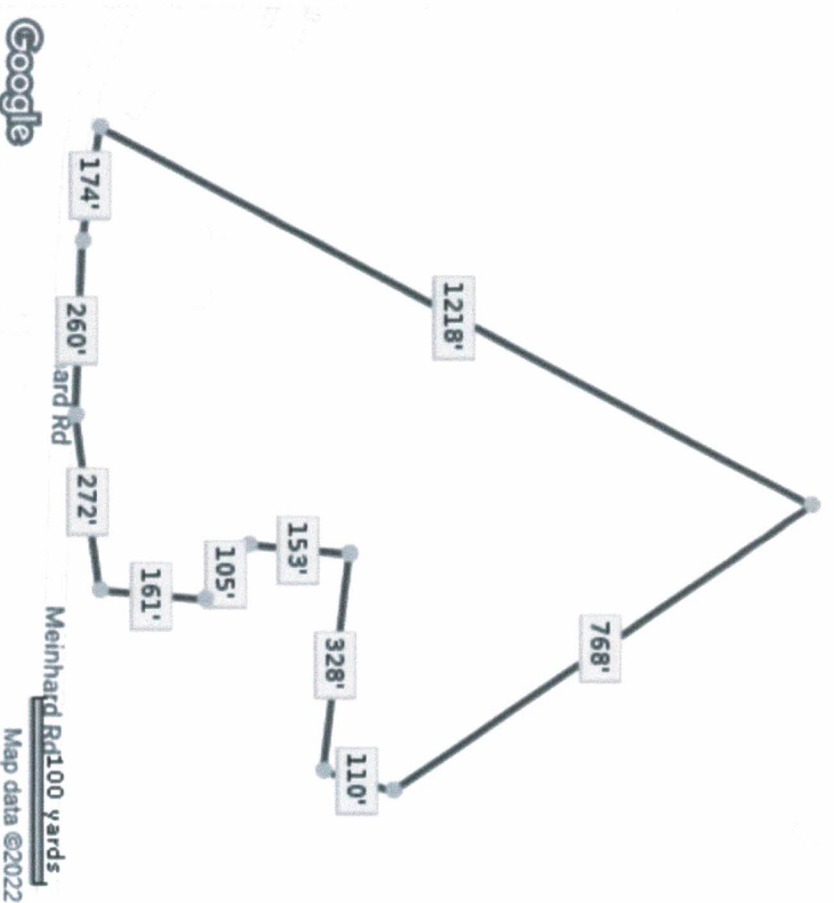
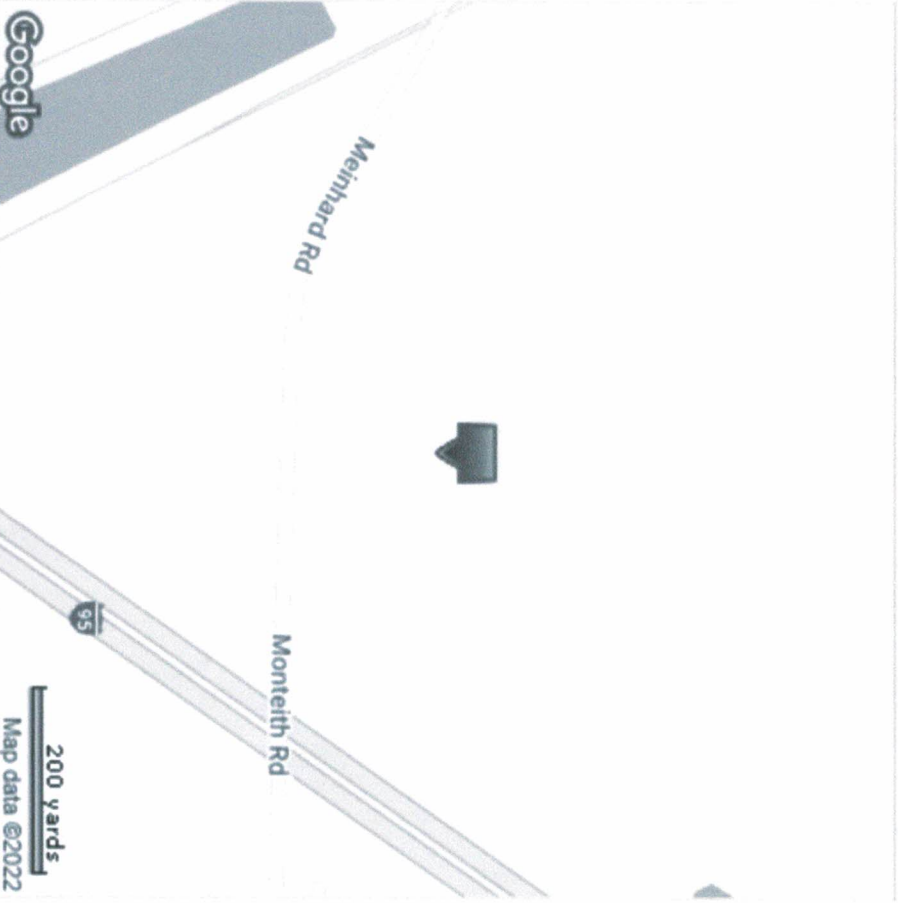
Port Wentworth, GA 31407

PIN 70978 05017

Mailing Address :

P.O. Box 4

Bluffton, SC 29910



*Lot Dimensions are Estimated

Steve & Janet Hester
 440 Meinhard Rd
 70978 05016

230250



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.

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 facilities 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 impose 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.



YOUR PARTNER IN GROWTH

 7 Office Locations

 65 Employees

 6.1 Million SF Developed & Acquired



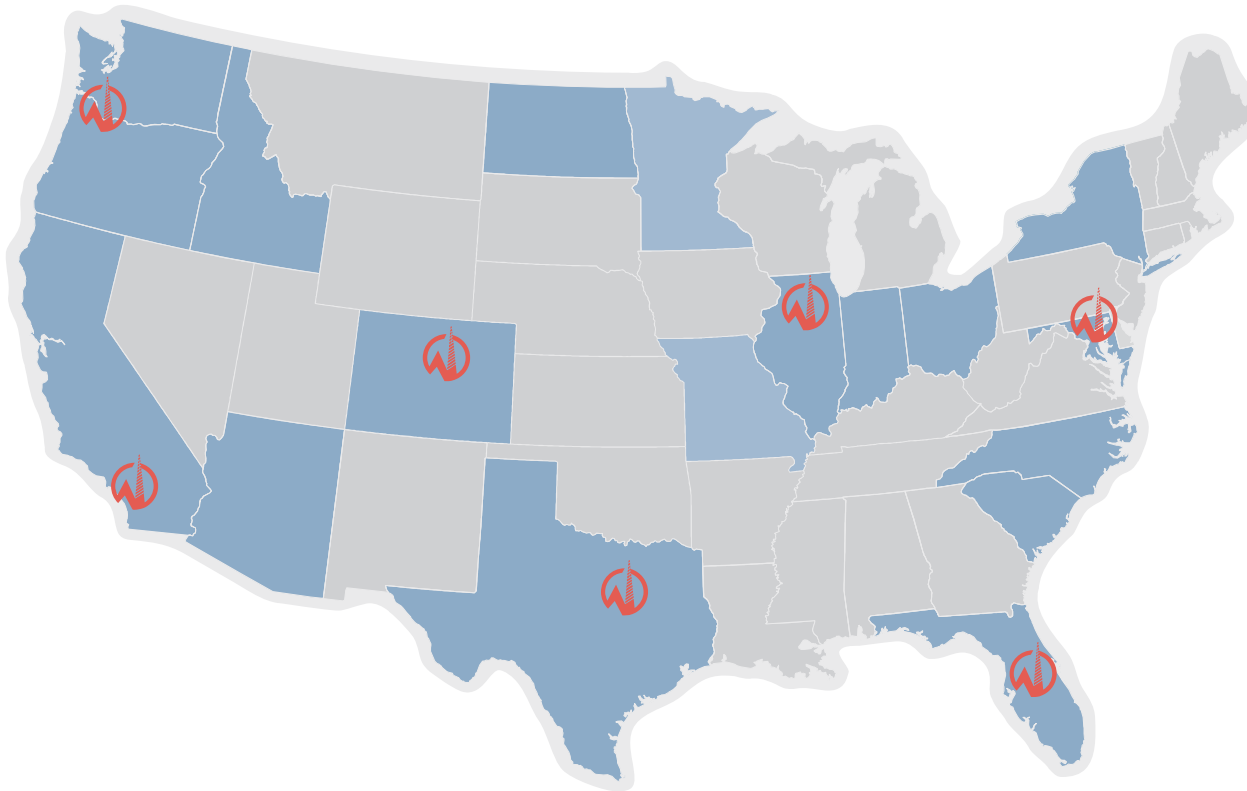
ABOUT US

WE ARE AN
INTEGRATED
MULTIDISCIPLINARY
TEAM OF

65

EMPLOYEES

National Expertise, Local Insight



2006 - 2023



**6.1
MILLION**

SF OF HEALTHCARE FACILITIES DEVELOPED AND ACQUIRED

65
EMPLOYEES



7
LOCATIONS
ACROSS THE UNITED STATES

75%
of our business is from
repeat healthcare clients

1200
physician tenants
recruited

81
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 | ▶ Orthopedic Centers |
| ▶ Neighborhood Outpatient Centers | ▶ Multispecialty Physician Group Facilities |
| ▶ Medical Fitness & Wellness Centers | ▶ Transitional Rehabilitation Centers |
| ▶ Urgent Care Centers & Freestanding EDs | ▶ Skilled Nursing Facilities/Long-Term Care |
| ▶ Ambulatory Surgery Centers | ▶ Assisted Living/Memory Care Facilities |

Integrated Services

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

CONCEPT
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.

CONCEPT 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

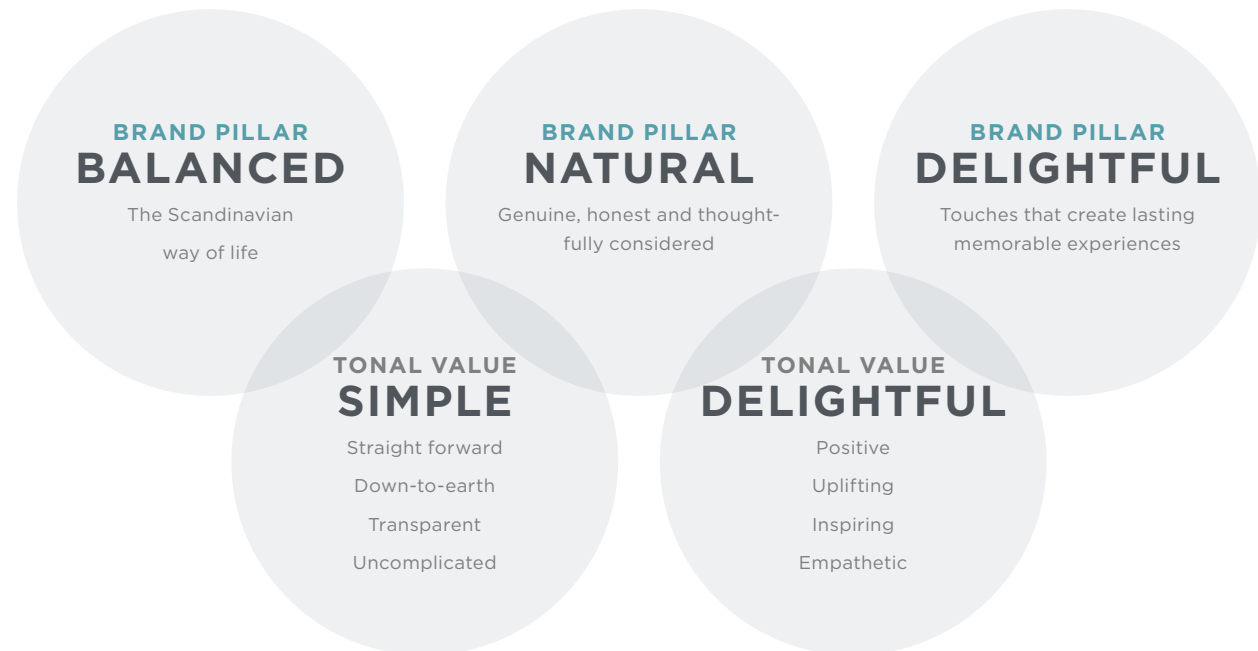
Brand Pillars

Balanced, Natural, Delightful

Selling Line

Simply Delightful

VOICE OF VOICE



CONCEPT BRAND PILLARS

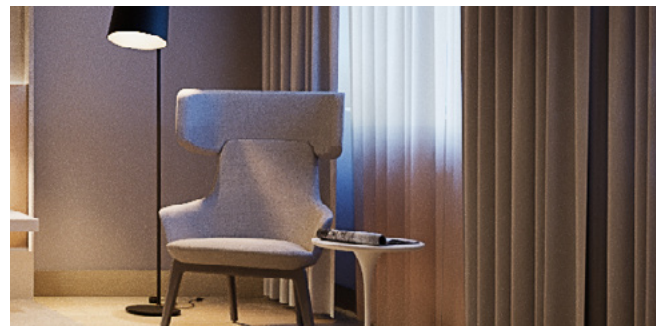
BALANCED

The Scandinavian way of life



NATURAL

Genuine, honest and thoughtfully considered



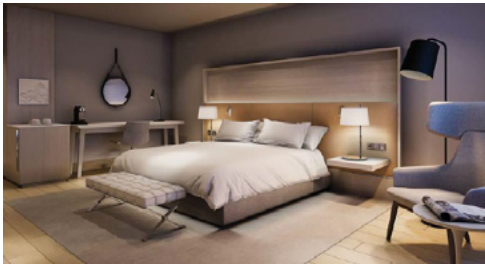
DELIGHTFUL

Touches that create lasting memorable experiences



CONCEPT
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

Consistently 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



CONCEPT
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)



CONCEPT 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

Restaurant 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 accommodations for meetings and events.

- Flexible meeting rooms with a separate 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

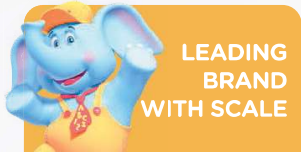
REAL ESTATE DEVELOPMENT



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

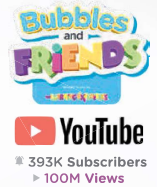
GOLDEN GATE CAPITAL OVERVIEW



Golden Gate Capital (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



Center Growth and Timeline

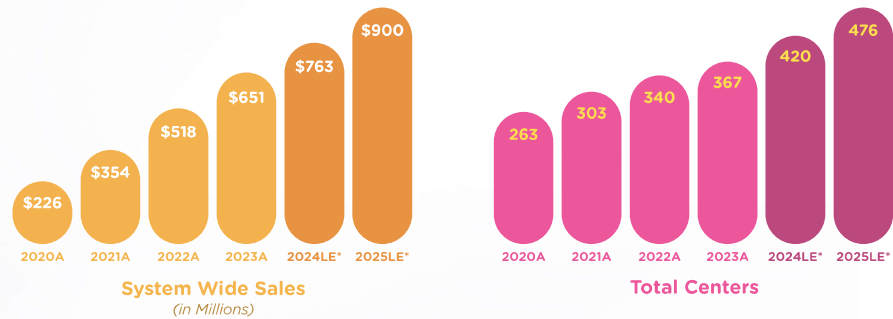
The Learning Experience® will continue to grow by increasing the number of worldwide centers.

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



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**

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

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

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

2018
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**

2020
CORE operating system launched

2021
Opened **first UK location** in East Finchley

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

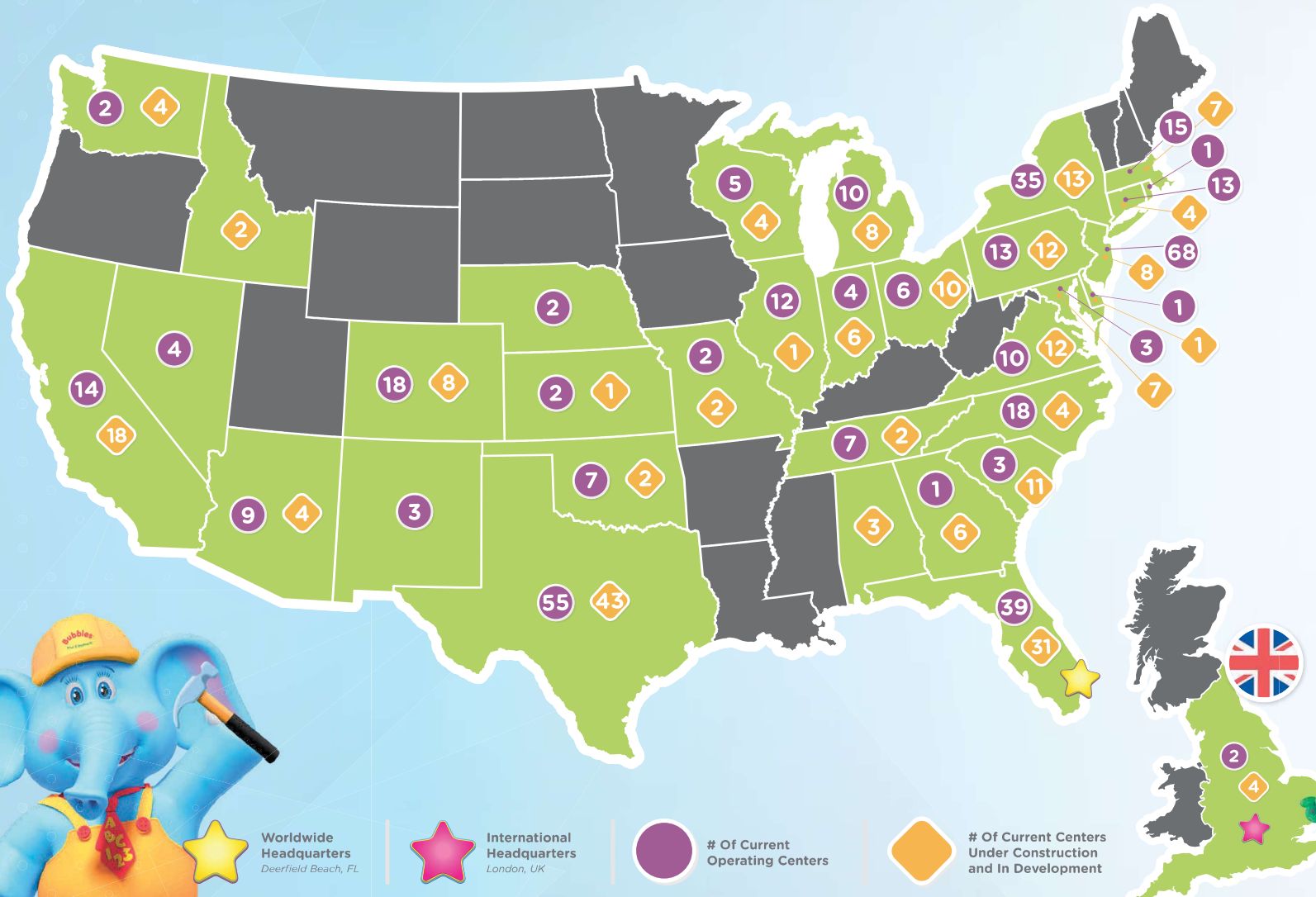
2022
Bubbles & Friends App is launched

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



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!

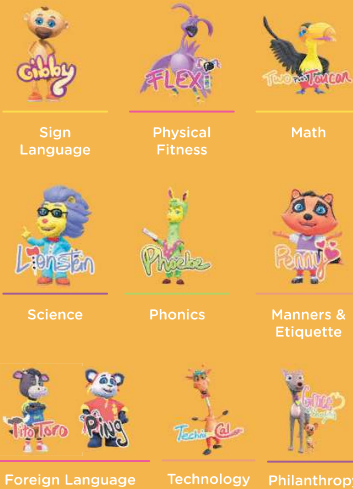
Through our growth and experience, TLE® has become adept in understanding the needs of developers, including market and financial calculations. TLE® is now seeking Build-to-Suit Developers that can offer our company multiple locations to meet our ever-growing expansion across the world.





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.



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](#)





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

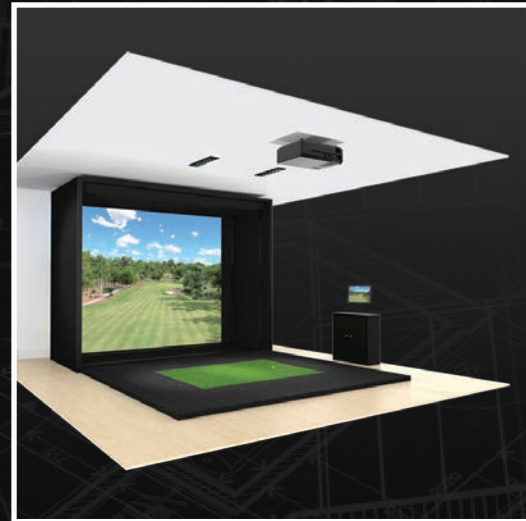
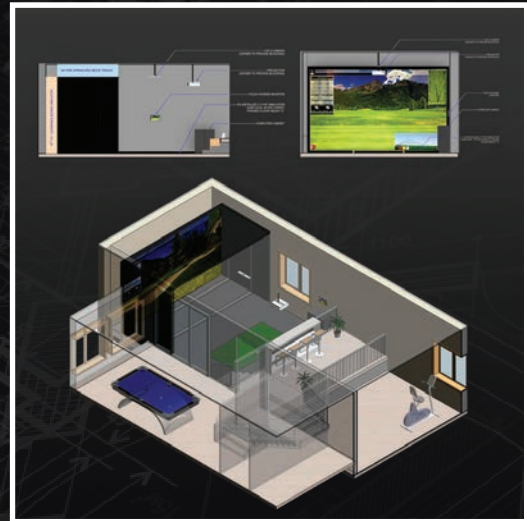
MORE THAN GOLF!



- *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

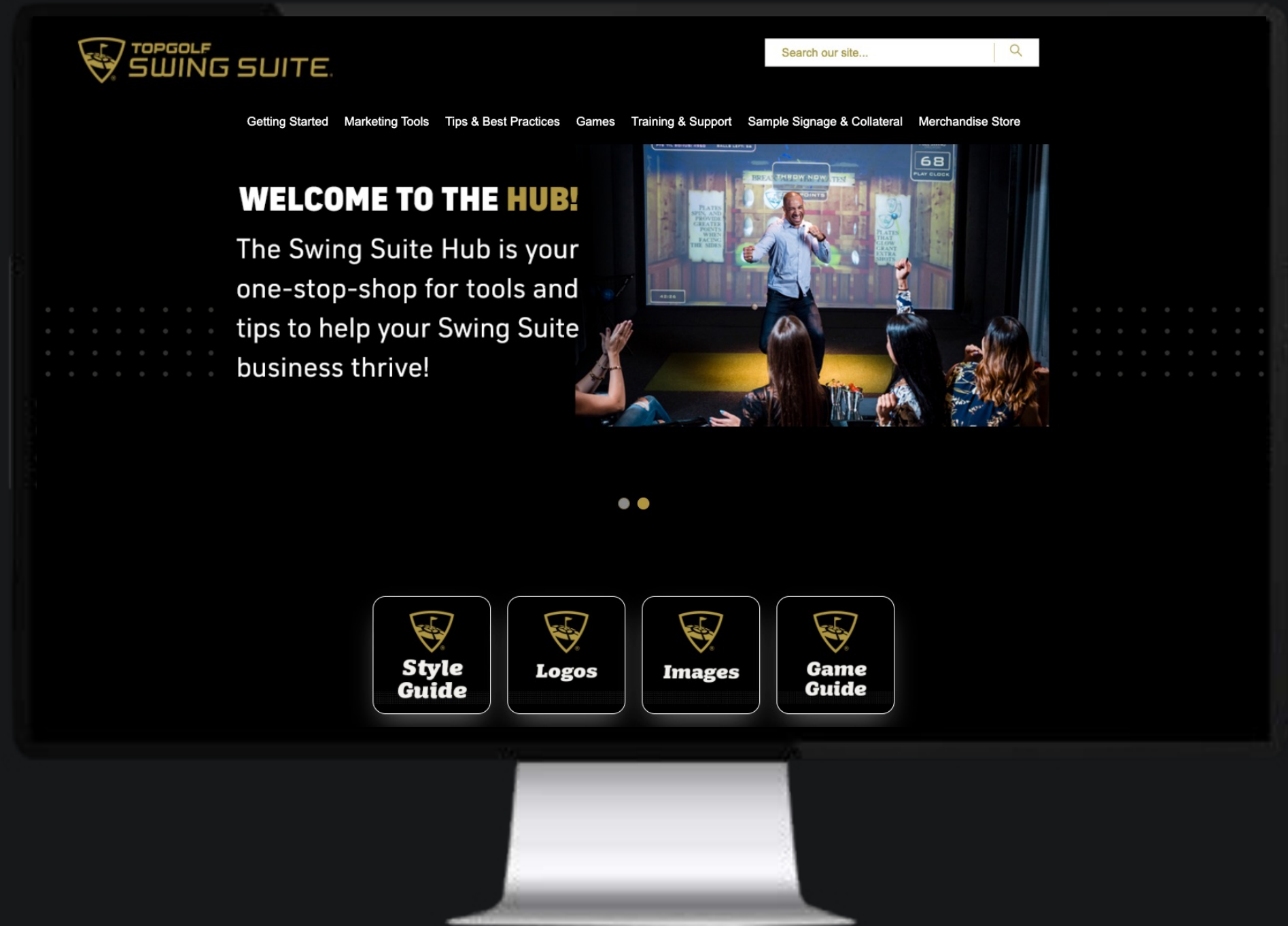


Throughout the design process you will receive CAD renderings & full electrical drawings as our team plans for your completely turnkey installation process.



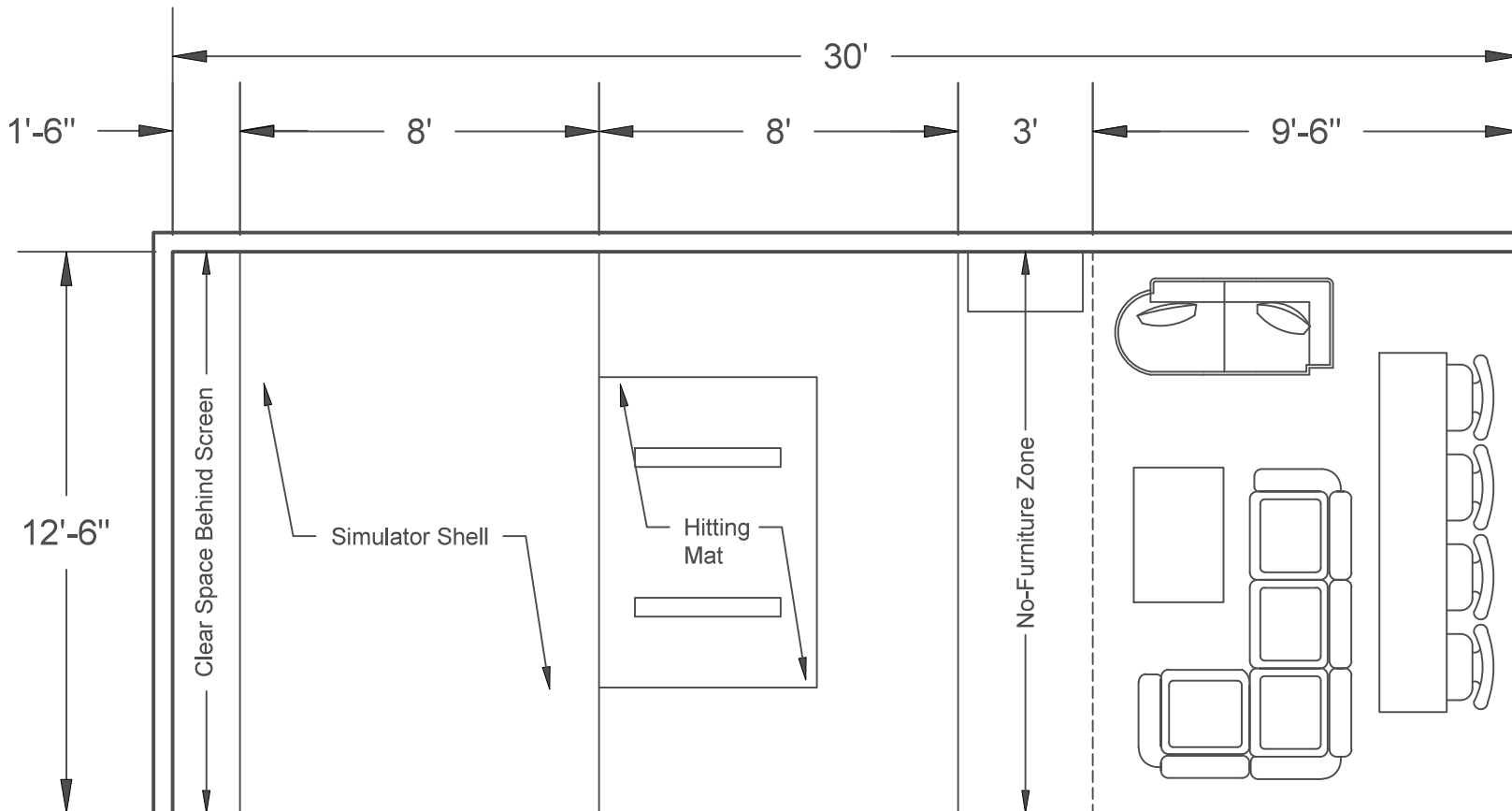
REALIZE THE FULL POTENTIAL OF YOUR SWING SUITE, WITH OUR COMMITMENT TO CLIENT SUCCESS.

- *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*

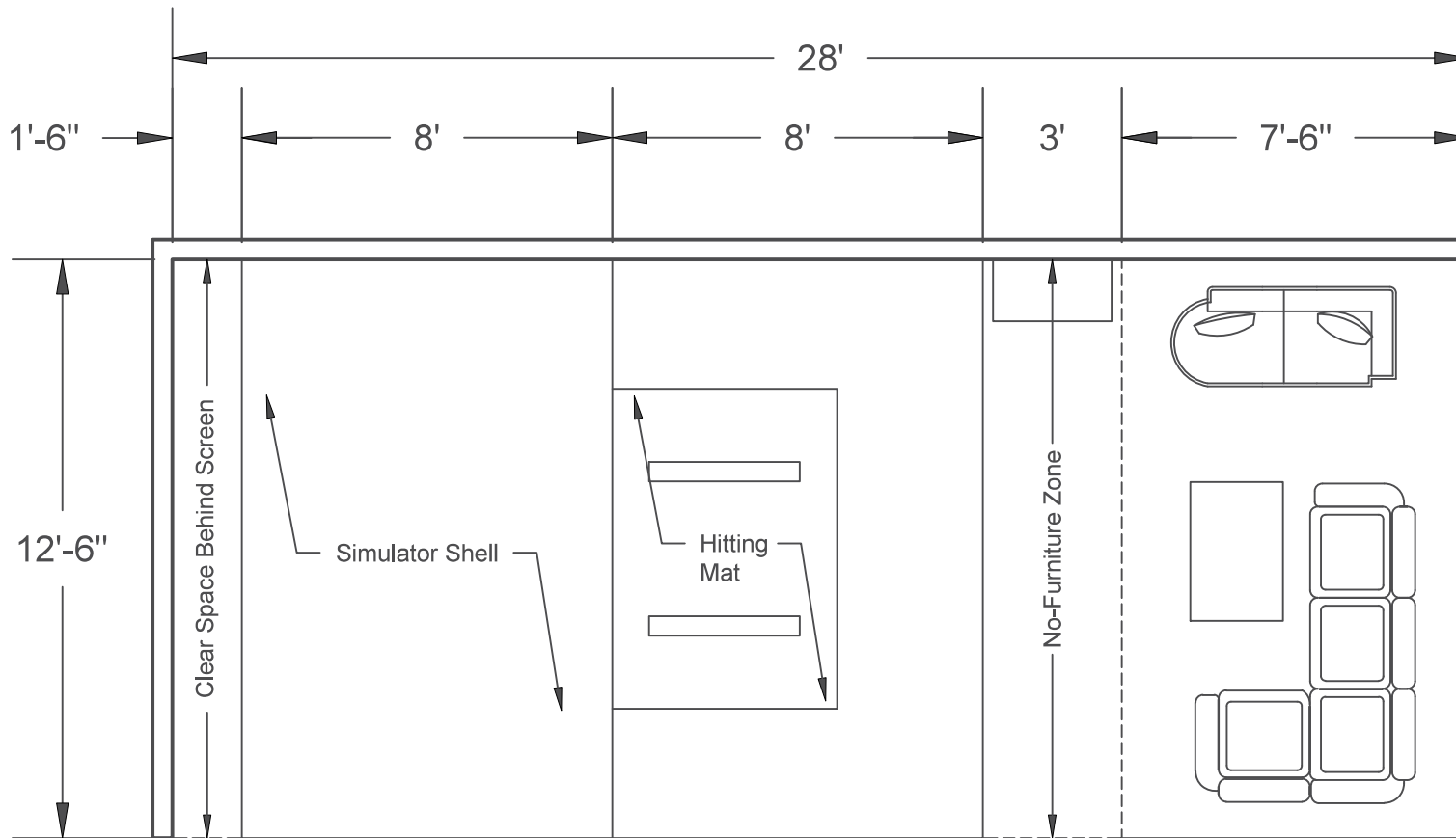




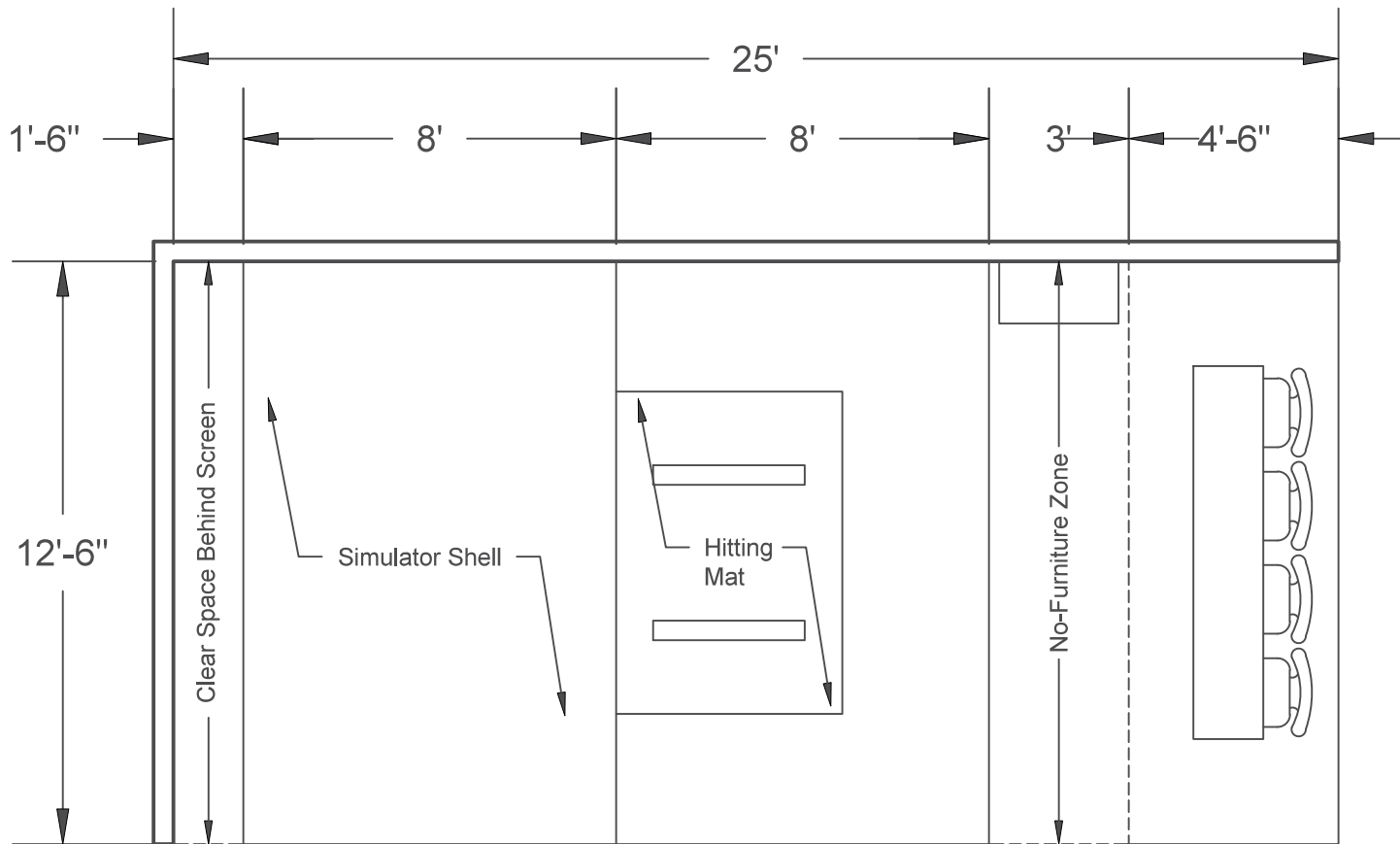




1 Option 1 - 12'-6" x 30' - Table, Couch, Bar Rail, and Stools
 Scale: 1/4" = 1'-0"



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.

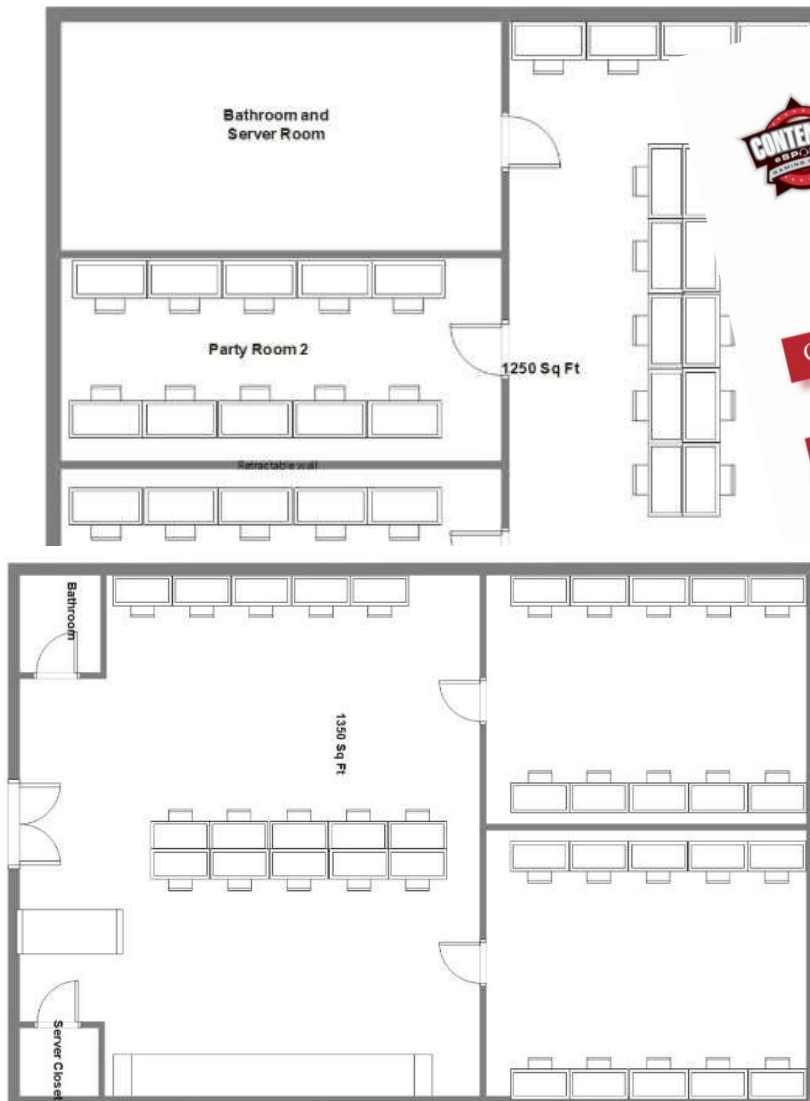


TABLE OF CONTENTS

CHAPTER I | FLOOR & CEILING PLAN

CHAPTER II | WALLS & SIGNAGE

CHAPTER III | ELECTRICAL

CONTENDER eSPORTS GAMING CENTER

ROOMS REQUIRED

1. COMMON AREA
 - Check-in Counter
 - Maximize Game Desk Count
 2. PARTY ROOM
 - Additional Game Desks
 - Private Event Space
 3. ELECTRICAL ROOM (OPTIONAL)
 - Monitors
- 2 CO-ED BATHROOMS



TESLA
ENERGY

SITE-WIDE SOLAR ENERGY MICRO-GRID

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

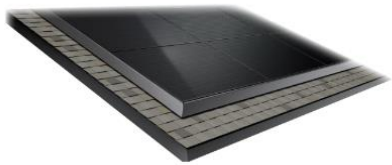
Provide energy support to the grid in response to system operator alerts

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



Solar Panels



Solar Roof



Powerwall



Megapack



Supercharging



Charging

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:

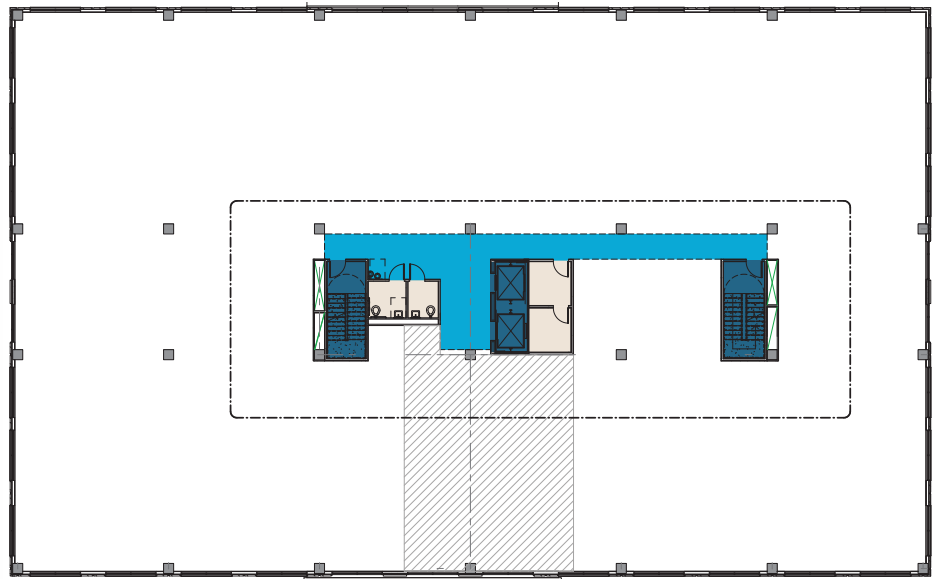
- \$27/PSF, NNN
- Lease Term: 10+ years
- TI Allowance: TBD
- Parking allowance available

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

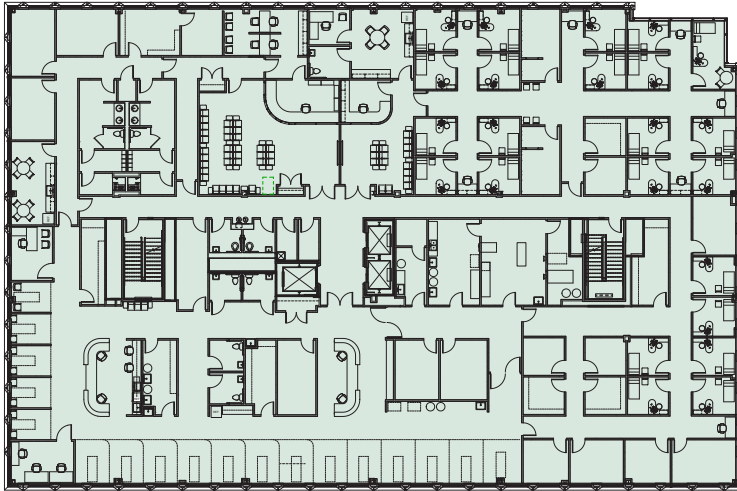
AMBULATORY SURGERY CENTER

IMAGING & RADIOLOGY

PRIMARY CARE

DENTISTRY

BLOCKING PLAN

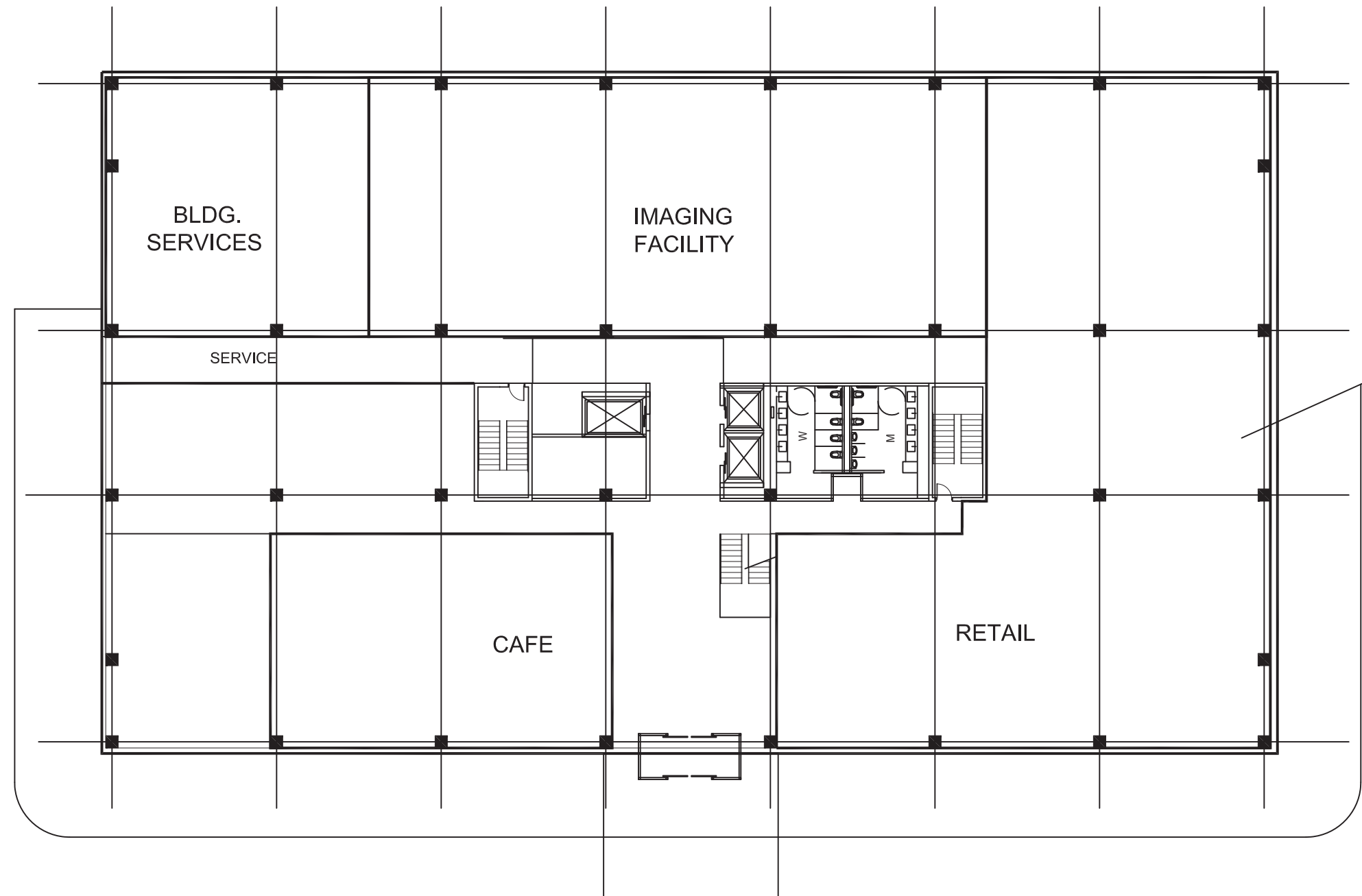


BLOCKING PLANS - 2,000- 5,000 SF OPTIONS



BLOCKING PLANS - FULL FLOOR / 10,000 SF OPTION



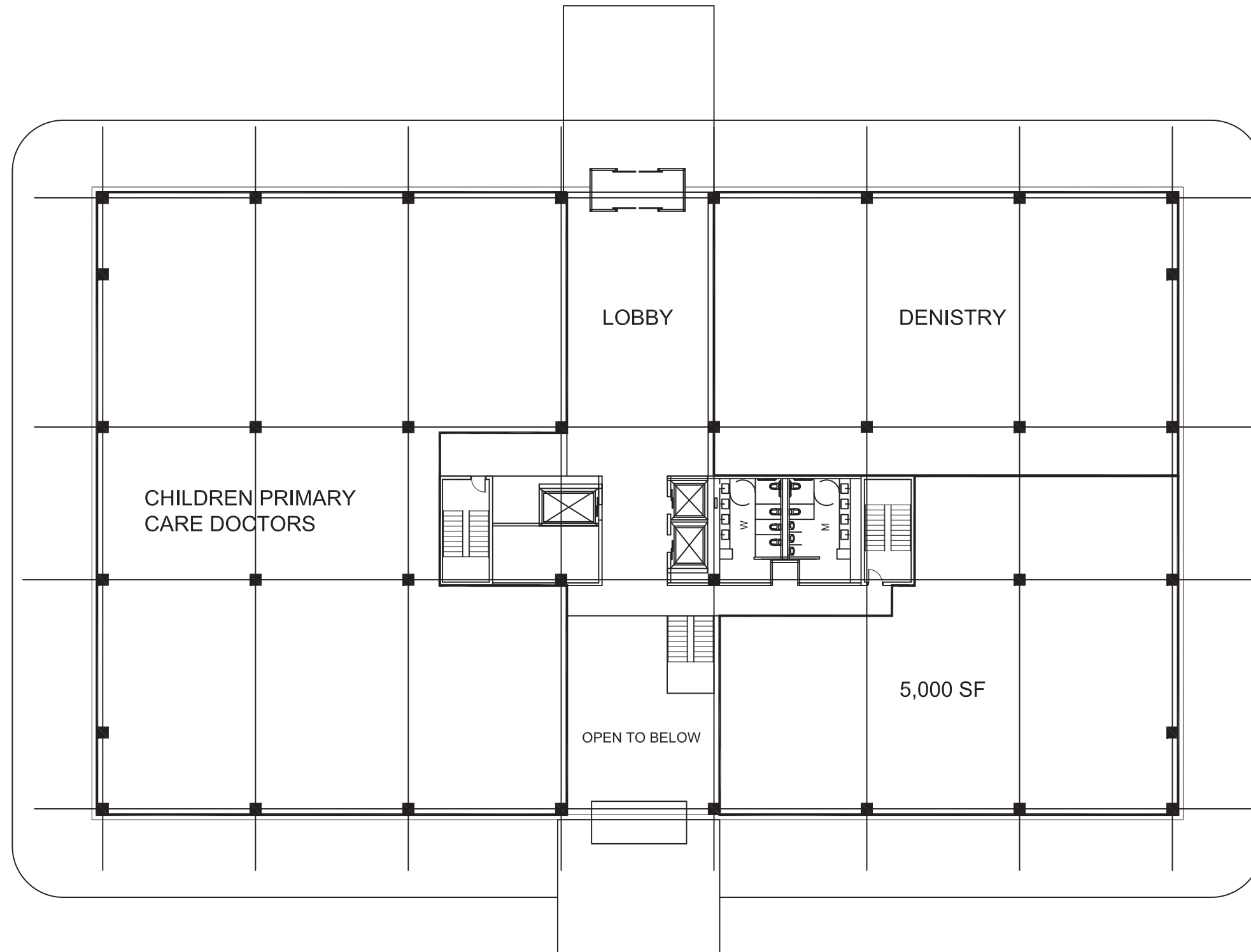


LOWER LEVEL FLOOR PLAN

MEINHARD MEDICAL PAVILION

CONCEPT DESIGN

dp+partners, llc

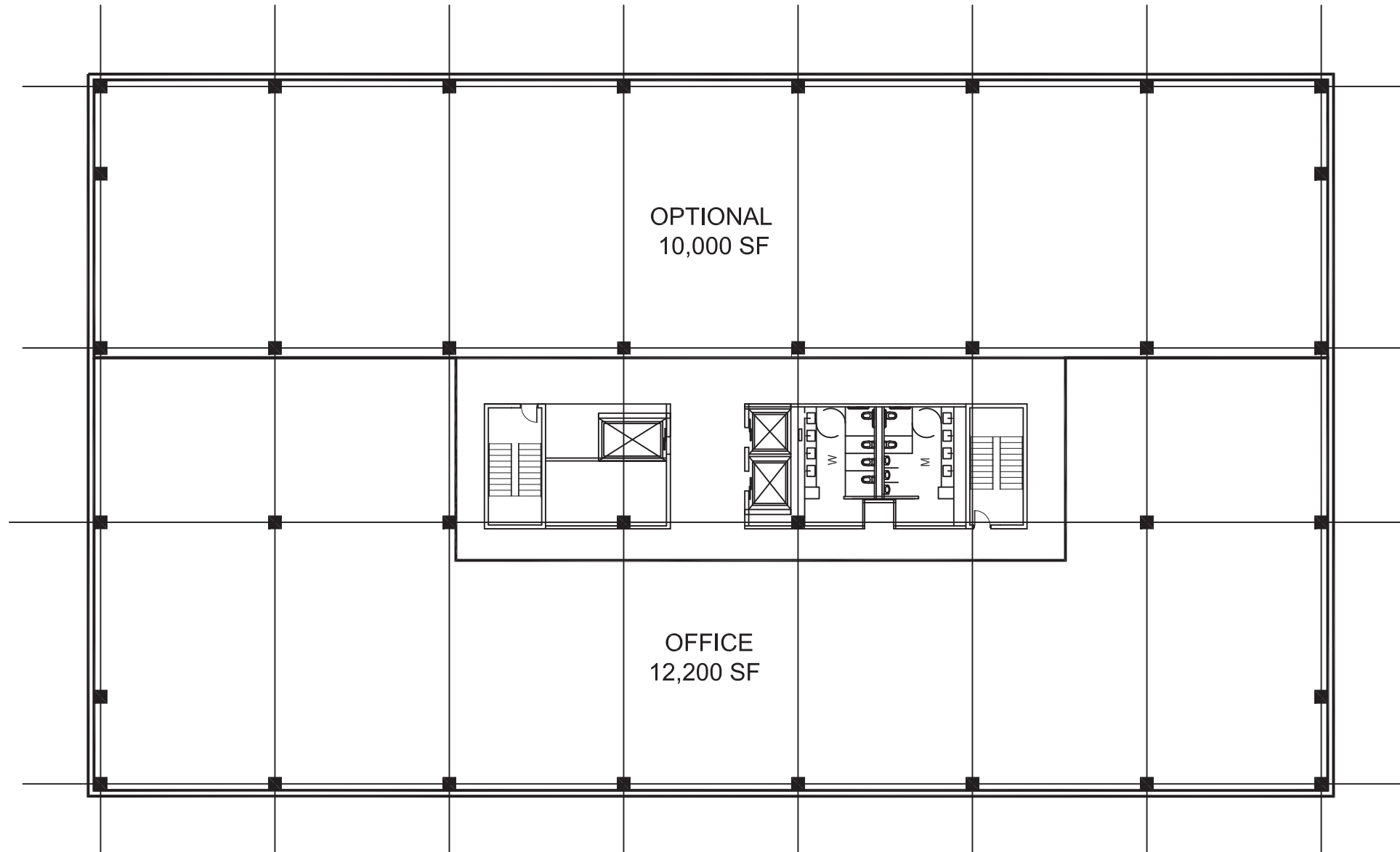


GROUND FLOOR PLAN

MEINHARD MEDICAL PAVILION

CONCEPT DESIGN

dp+partners, llc

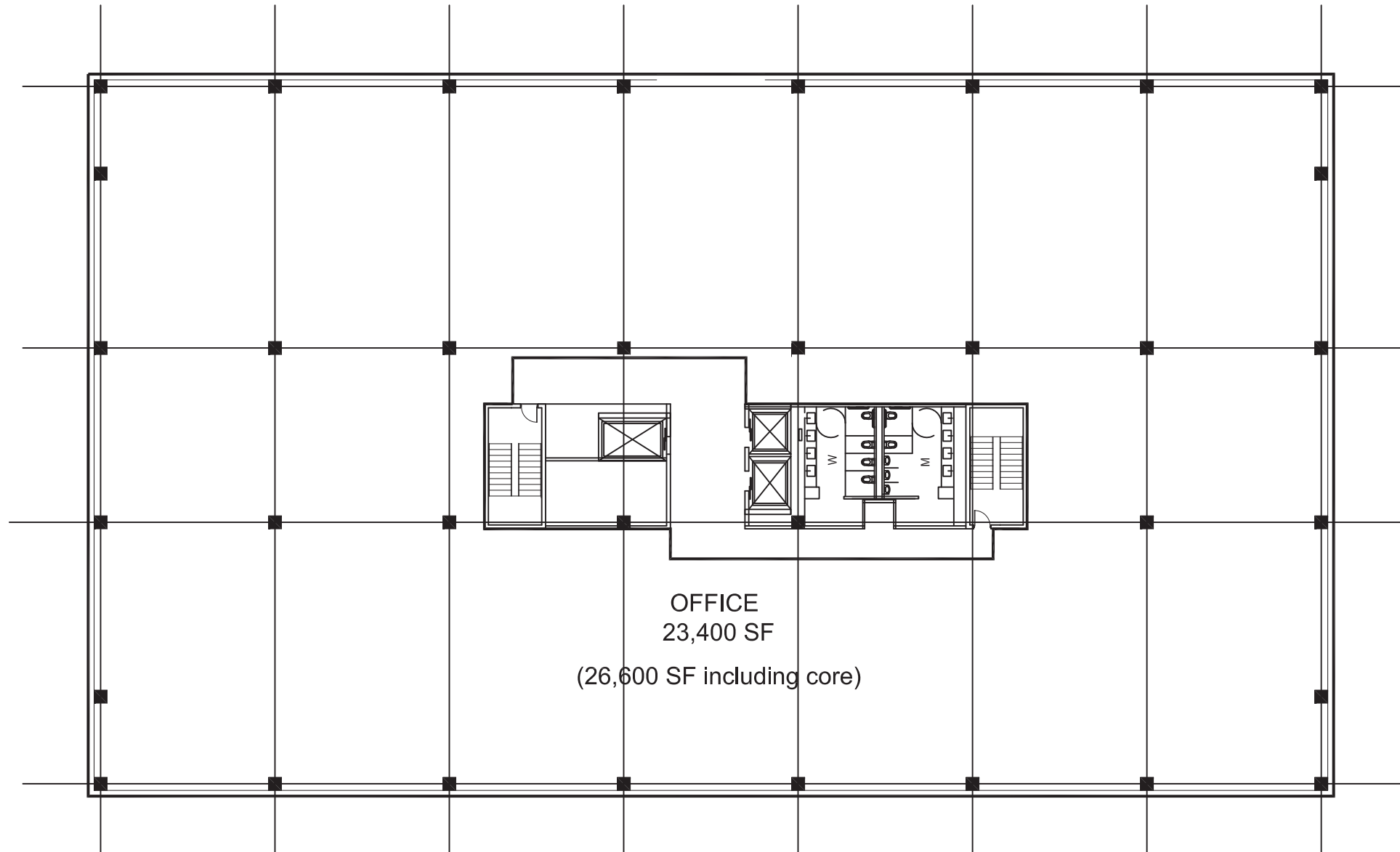


SECOND FLOOR PLAN

MEINHARD MEDICAL PAVILION

CONCEPT DESIGN

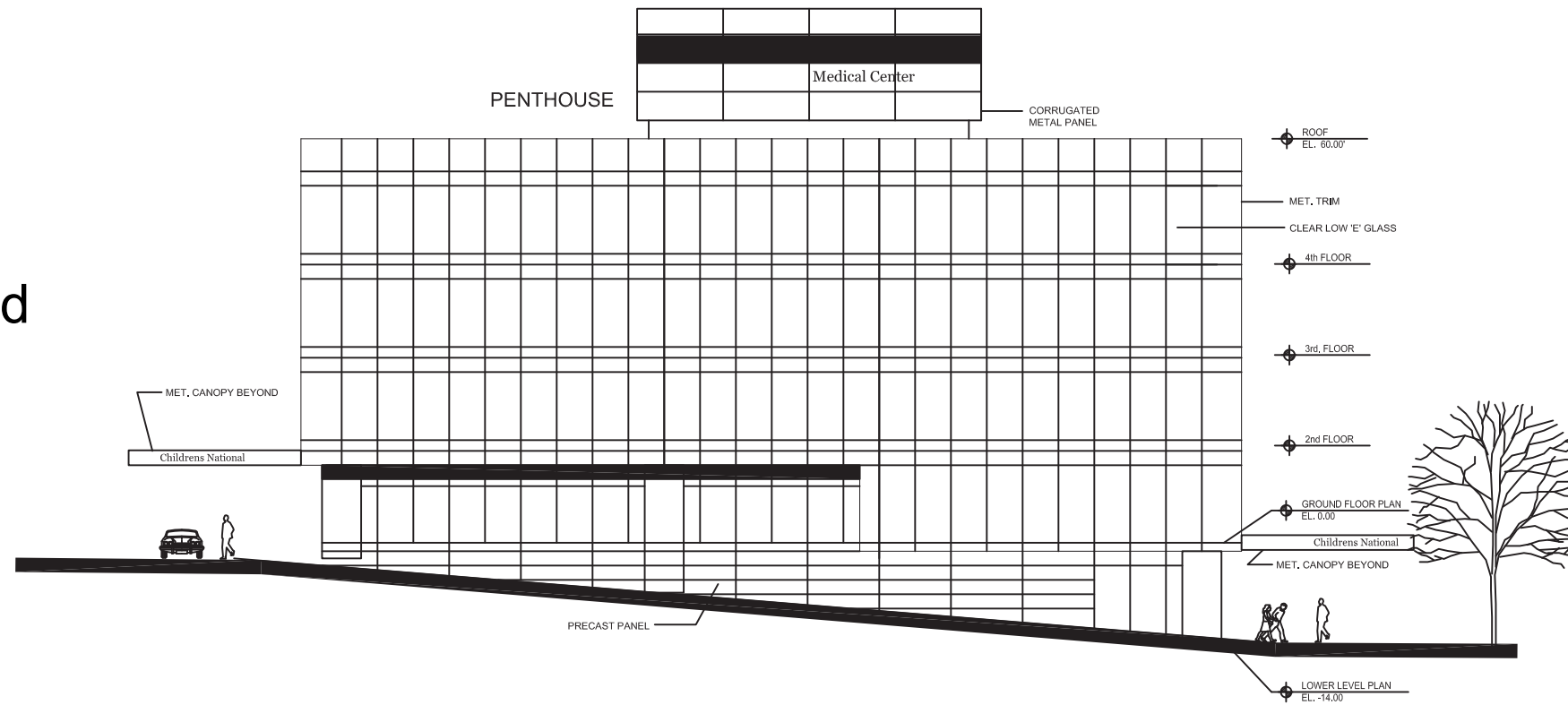
dp+partners, llc



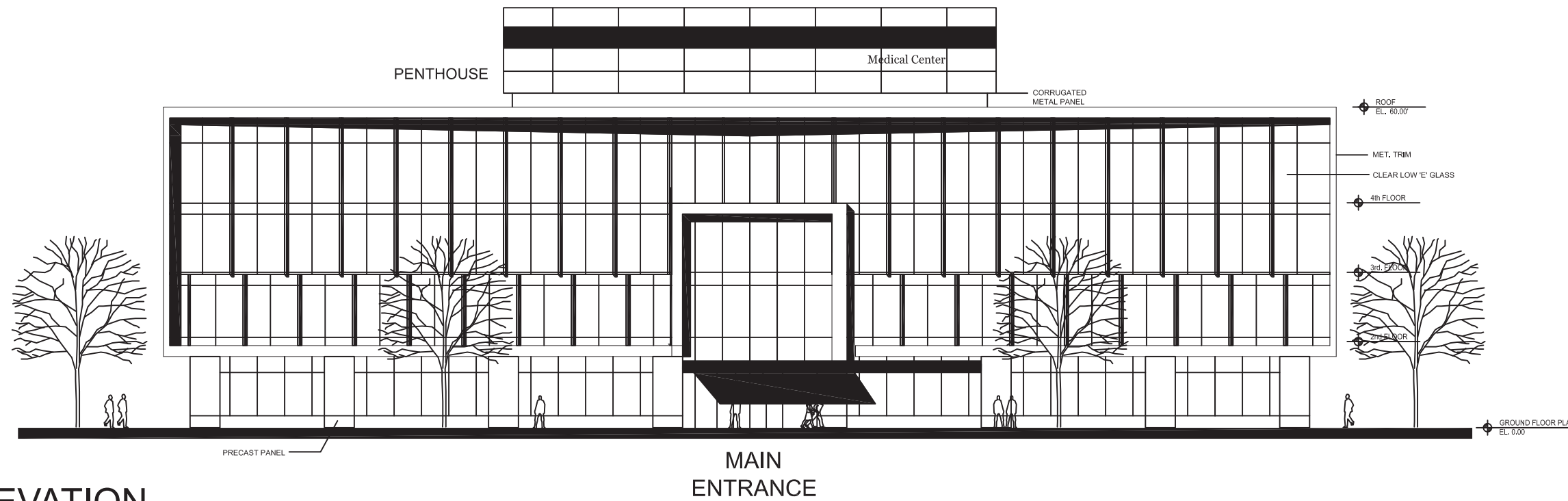
3 rd - 4th FLOOR PLAN

Hester Farms Blvd Side

Interstate I-95 Side



SIDE ELEVATION



FRONT ELEVATION

Hester Farms Blvd View

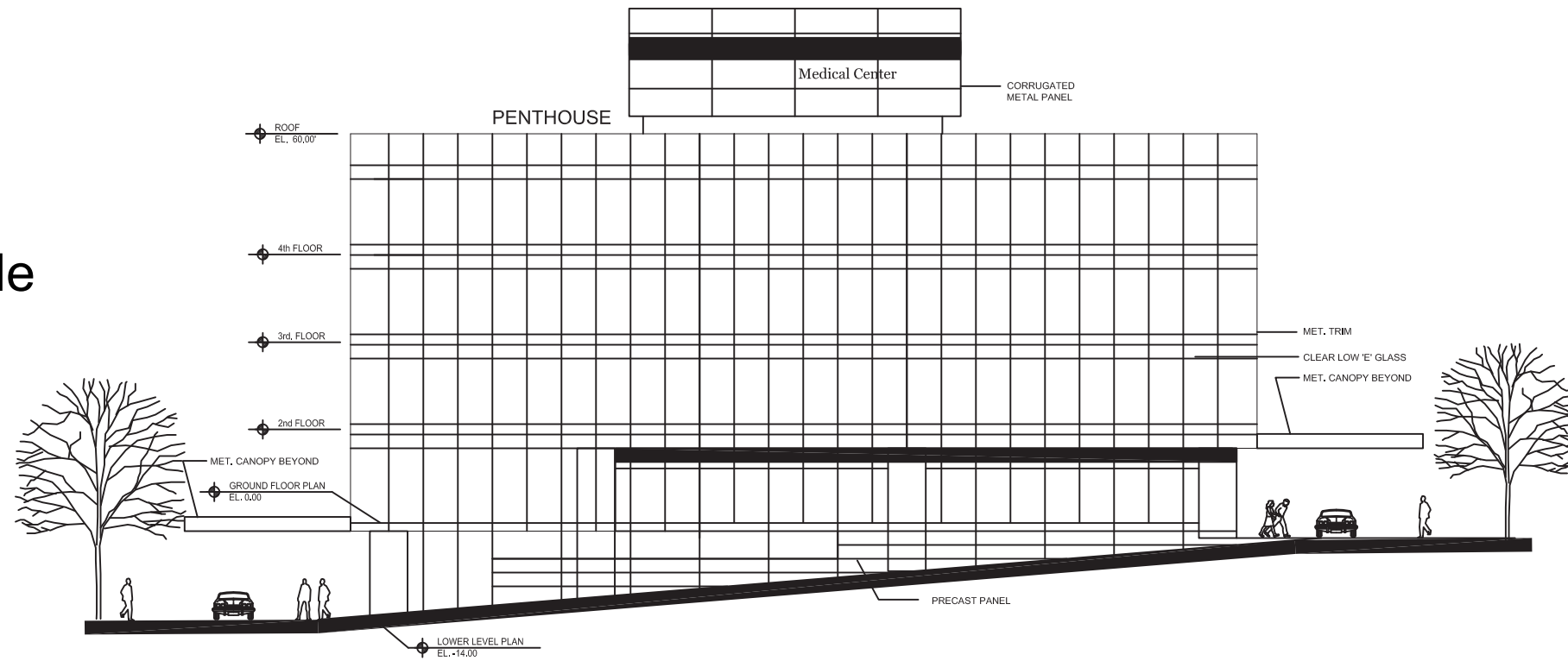
MEINHARD MEDICAL PAVILION

CONCEPT DESIGN

dp+partners, llc

Interstate I-95 Side

Hester Farms Blvd Side



SIDE ELEVATION



BACK ELEVATION

Interstate I-95 View

MEINHARD MEDICAL PAVILION

CONCEPT DESIGN

dp+partners, llc



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)
17,600 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

NOT RELEASED FOR CONSTRUCTION

REVISIONS



ROBERTS
CIVIL ENGINEERING
15 YEARS OF SERVICE | COMMERCIAL | RESIDENTIAL | TRANSPORTATION
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

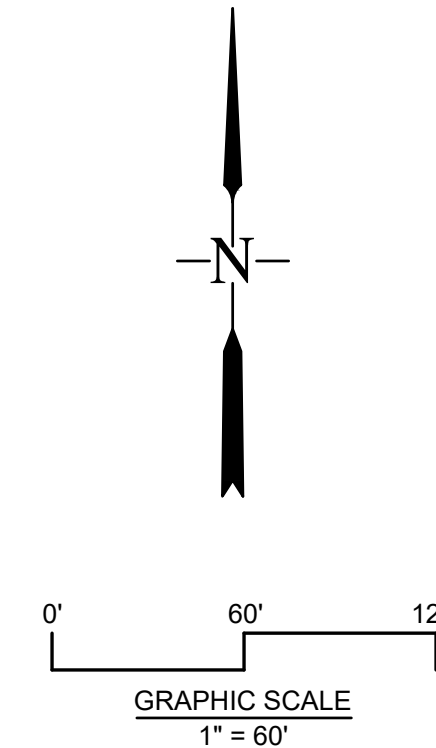
SCALE: 1"=60'

GDP

SHEET:



Know what's below.
Call before you dig.



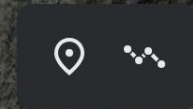


**PROPOSED REZONING OF STEVEN & JANET HESTER
PROPERTY FROM RURAL AGRICULTURAL (R-A) TO C-2
COMMERCIAL ZONING CLASSIFICATION**

Perimeter  3,621 ft 

Area 12.27 ac 

 Start new



CITY OF PORT WENTWORTH
REGIONAL PARK COMPLEX
& SAVANNAH GHOST PIRATES
TRAINING FACILITY

PROPOSED HESTER FARMS BLVD

PROPOSED REZONING OF STEVEN & JANET HESTER
PROPERTY FROM RURAL AGRICULTURAL (RA) TO C-2
COMMERCIAL ZONING CLASSIFICATION

LUXURY HOTEL &
CONVENTION CENTER
5.5 AC PAD

INSTITUTIONAL
DEVELOPMENT
SITE 3 AC PAD

1.5 AC
PAD

0.75 AC
PAD

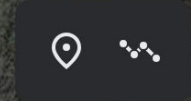
1 AC
PAD

0.75 AC
PAD

Perimeter [?]
3,621 ft

Area
12.27 ac

Start new

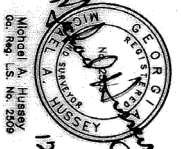


Google 100%

100 m

Camera: 801 m 32°10'54"N 81°12'08"W

88



12-21-2010

EQUIPMENT USED: TRIMBLE ELECTRONIC TOTAL STATION
1/2" = 200'
GRAPHIC SCALE
1" = 200'

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

SUNDIAL LAND SURVEYING, PC
100 COMMENCE ROAD
FARMINGTON, GA 30750
912-748-2147

DATE: 12-22-2010

SCALE: 1" = 200'

45P-13

IN MY OPINION, ACCORDING TO THE PROVISIONS RELATIVE TO GEORGIA CODE SECTION 15-8-87(C) DO NOT REQUIRE APPROVAL OF THIS PLAT BY ANY GOVERNING AUTHORITY PRIOR TO THE RECORDING WITH THE CLERK OF SUPERIOR COURT.

IR - IRON PIPE FOUND
IR3 - IRON ROD SET
CIR - CONK FOUNDMENT FOUND

NO	LENGTH	BEARING	NO	LENGTH	BEARING
1	110.03	S 10°42'30" W	8	97.92	S 78°03'02" E
2	102.18	S 40°01'50" E	9	113.27	N 88°39'07" W
3	102.18	S 08°01'02" W	10	23.58	N 84°02'57" E
4	160.66	S 07°10'02" E			
5	160.66	S 07°10'02" E			
6	239.94	N 17°15'24" E			
7	183.92	N 17°28'47" E			

In my opinion, in accordance with F.A.R.M. map no. 135510004, a portion of this property does fall within a designated flood hazard area. ZONE AE ELEV 12.0

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 AND A NORRIS SUBDIVISION 8TH G.M. DISTRICT, PORT WENTWORTH CHATHAM COUNTY, GEORGIA

FOR: ROBERT L. HESTER AND STEVEN M. HESTER

NOW OR FORMERLY OWNERS OF PARCELS A, B, C & D
ROBERT L. HESTER AND STEVEN M. HESTER

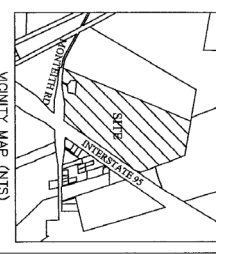
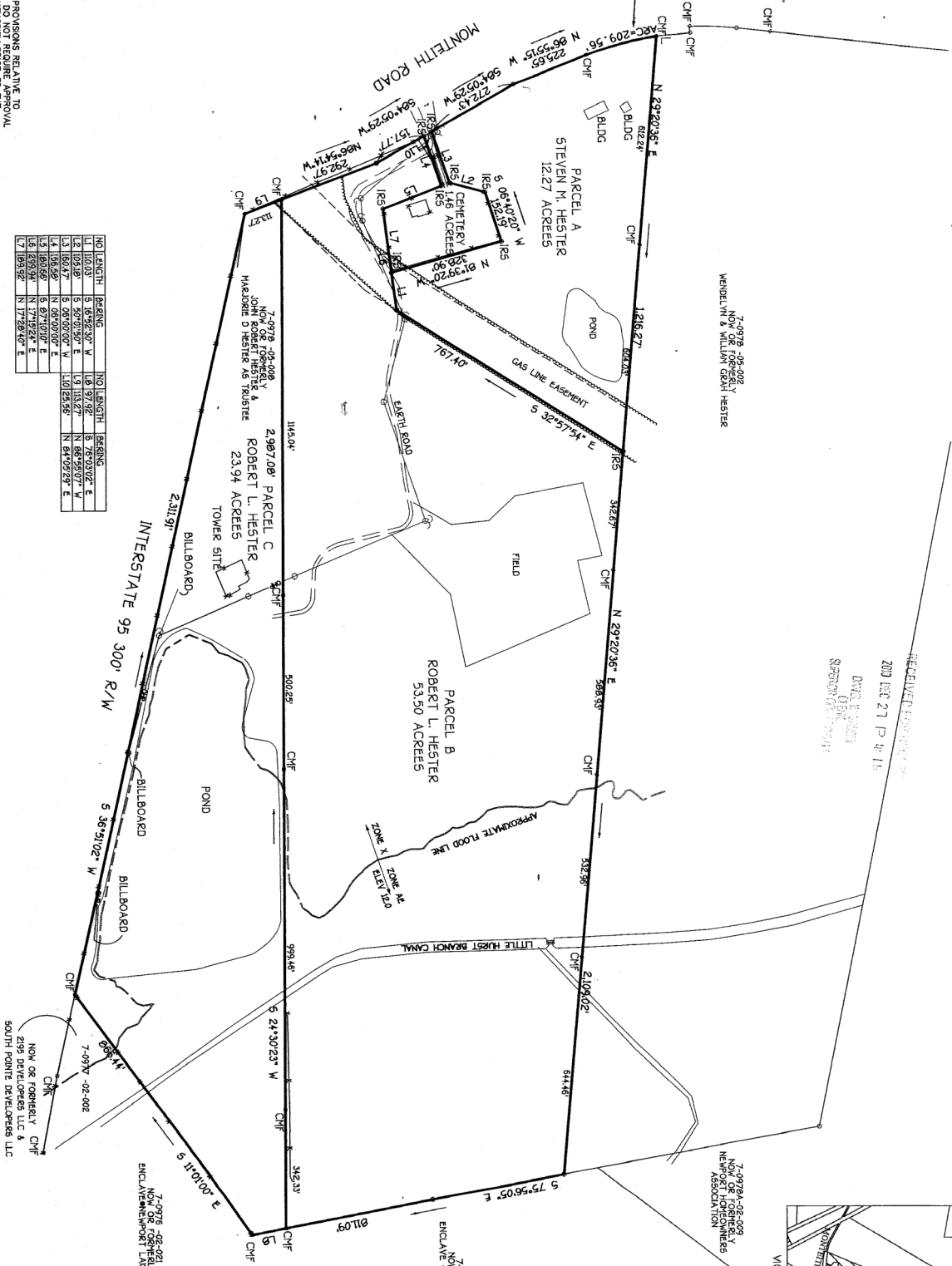
NOW OR FORMERLY OWNERS OF PARCELS A, B, C & D
ROBERT L. HESTER AND STEVEN M. HESTER

NOW OR FORMERLY OWNERS OF PARCELS A, B, C & D
ROBERT L. HESTER AND STEVEN M. HESTER

NOW OR FORMERLY OWNERS OF PARCELS A, B, C & D
ROBERT L. HESTER AND STEVEN M. HESTER

VICINITY MAP (NTS)

RECEIVED FOR RECORD
2010 DEC 27 P 4:11
DATE: 12-22-2010
SUNDIAL LAND SURVEYING, PC





Planning Commission
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 08/12/24
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

SCHEDULED

**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.

Funding: N/A

Recommendation: The submitted request for Special Use is consistent with the concept identified at time of rezoning and surrounding approved use.



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 Tattnell 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

[Signature]
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.

Danielle Acosta
Notary Public

10-11-2023
Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

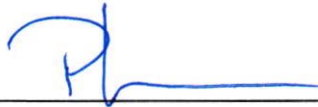
Reference: Application filed on _____, 20_____, for a Special Use Permit for the property described as follows:

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.

Krystal DeGn
Notary Public



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

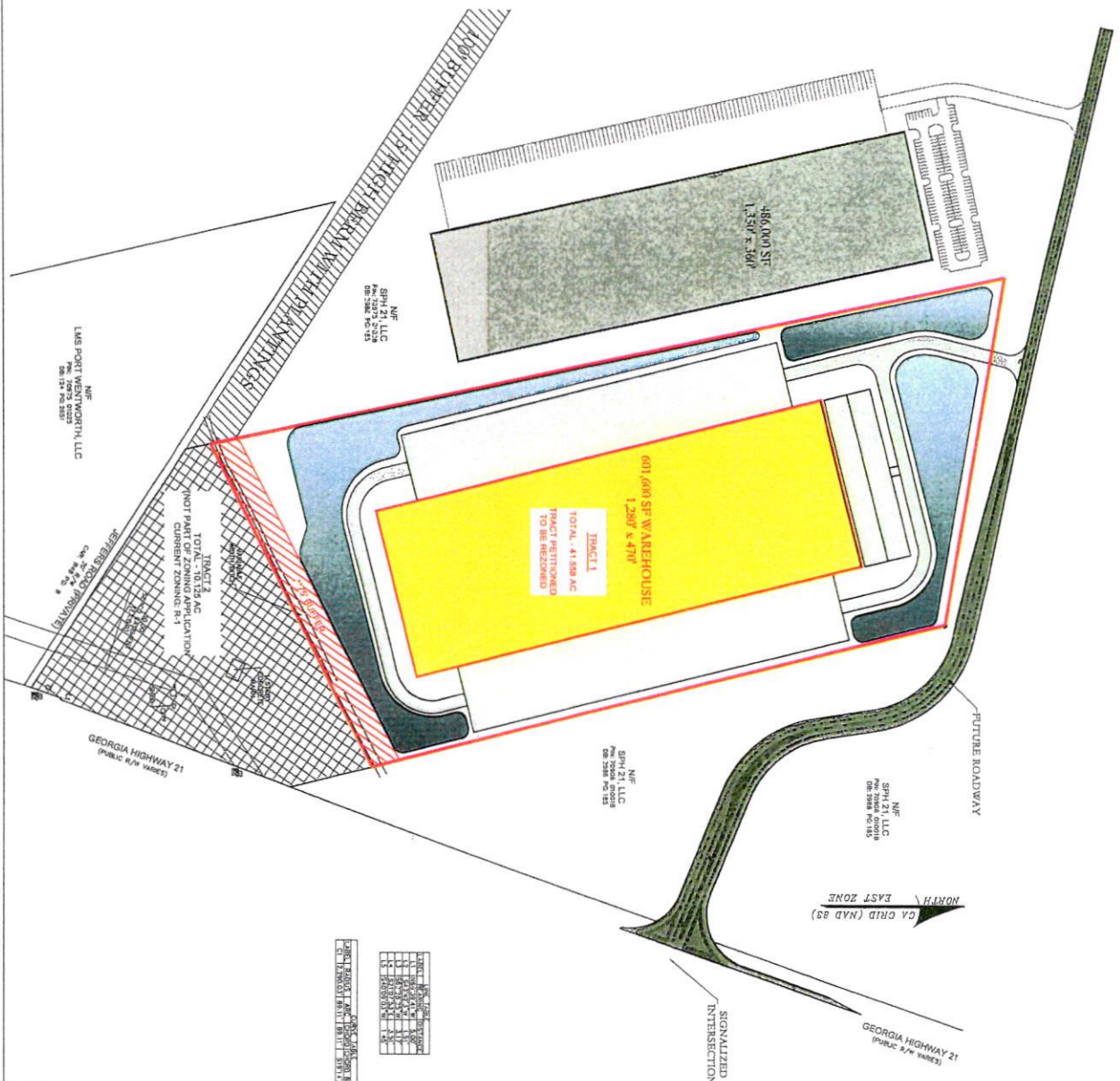
Property Address: 0 Jeffers Road, Port Wentworth, Georgia 31407

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.



SOFTEN CONSTRUCTION
 RELEASE FOR CONSTRUCTION

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

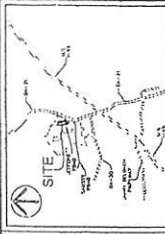
DATE: 7/24/12
 PROJECTED: 12/08/12
 DRAWN BY: PATRICK C. LEBLANC, P.E., PLS, INC.
 CHECKED BY: []
 SCALE: 1" = 400'

PROJECT: ROYAL TRACT
 DATE: 7/24/12
 DRAWN BY: PATRICK C. LEBLANC, P.E., PLS, INC.
 CHECKED BY: []

DATE: 7/24/12
 PROJECTED: 12/08/12
 DRAWN BY: PATRICK C. LEBLANC, P.E., PLS, INC.
 CHECKED BY: []

DATE: 7/24/12
 PROJECTED: 12/08/12
 DRAWN BY: PATRICK C. LEBLANC, P.E., PLS, INC.
 CHECKED BY: []

Kern & Co., LLC
 Consulting Engineers • Land Surveyors • Land Planning
 Architects • Landscape Architects • Environmental Scientists
 7148 Glenridge Drive, Suite 100, Atlanta, Georgia 30328
 317 Walnut Street, Suite A, Marietta, Georgia 30067
 Phone: (770) 575-3373



NOT TO SCALE

LEGEND

- CONCRETE MONUMENT FOUND
- WOOD MONUMENT FOUND
- IRON MONUMENT FOUND
- IRON BEARS FOUND DISTURBED
- IRON BEARS FOUND UNDISTURBED
- IRON MONUMENT FOUND WITH COIN
- IRON MONUMENT FOUND WITH COIN FOUND SHOWN

NOTES

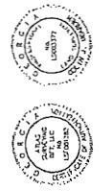
- THIS PLAN, APPROVED BY ME AS A PROFESSIONAL LAND SURVEYOR, IS A SUBDIVISION OF THE LAND SHOWN ON THE SURVEY MAP AND IS NOT TO BE CONSIDERED A FINAL SURVEY MAP.
- THE SURVEY MAP IS ON FILE WITH THE STATE PLANS COMMISSION.
- ALL DISTANCES GIVEN ARE IN FEET AND DECIMALS THEREOF.

REFERENCES

- STATE OF MISSISSIPPI
- SECTION 17, ARTICLE 10, MISSISSIPPI CONSTITUTION
- ARTICLE 10, MISSISSIPPI CONSTITUTION
- ARTICLE 10, MISSISSIPPI CONSTITUTION

PREPARED FOR:
 SPH 21, LLC
 A SUBDIVISION EXHIBIT OF
 THE ROYAL TRACT
 PIN # 70875 01024
 IN THE COUNTY OF DEKALB, GEORGIA

ATLAS SURVEYING, INC.
 135 BONDWALK DRIVE, SUITE 100
 ATLANTA, GEORGIA 30329
 PHONE: (404) 645-9337
 FAX: (404) 645-9338
 WEBSITE: WWW.ATLASSURVEYING.COM



THIS PLAN WAS PREPARED BY ME AS A PROFESSIONAL LAND SURVEYOR, AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

THIS PLAN IS SUBJECT TO ALL DEEDS, EASEMENTS, AND OTHER INSTRUMENTS OF RECORD AFFECTING THE LAND SHOWN HEREON. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE DEKALB COUNTY CLERK'S OFFICE AND HAS FOUND NO INSTRUMENTS OF RECORD AFFECTING THE LAND SHOWN HEREON.

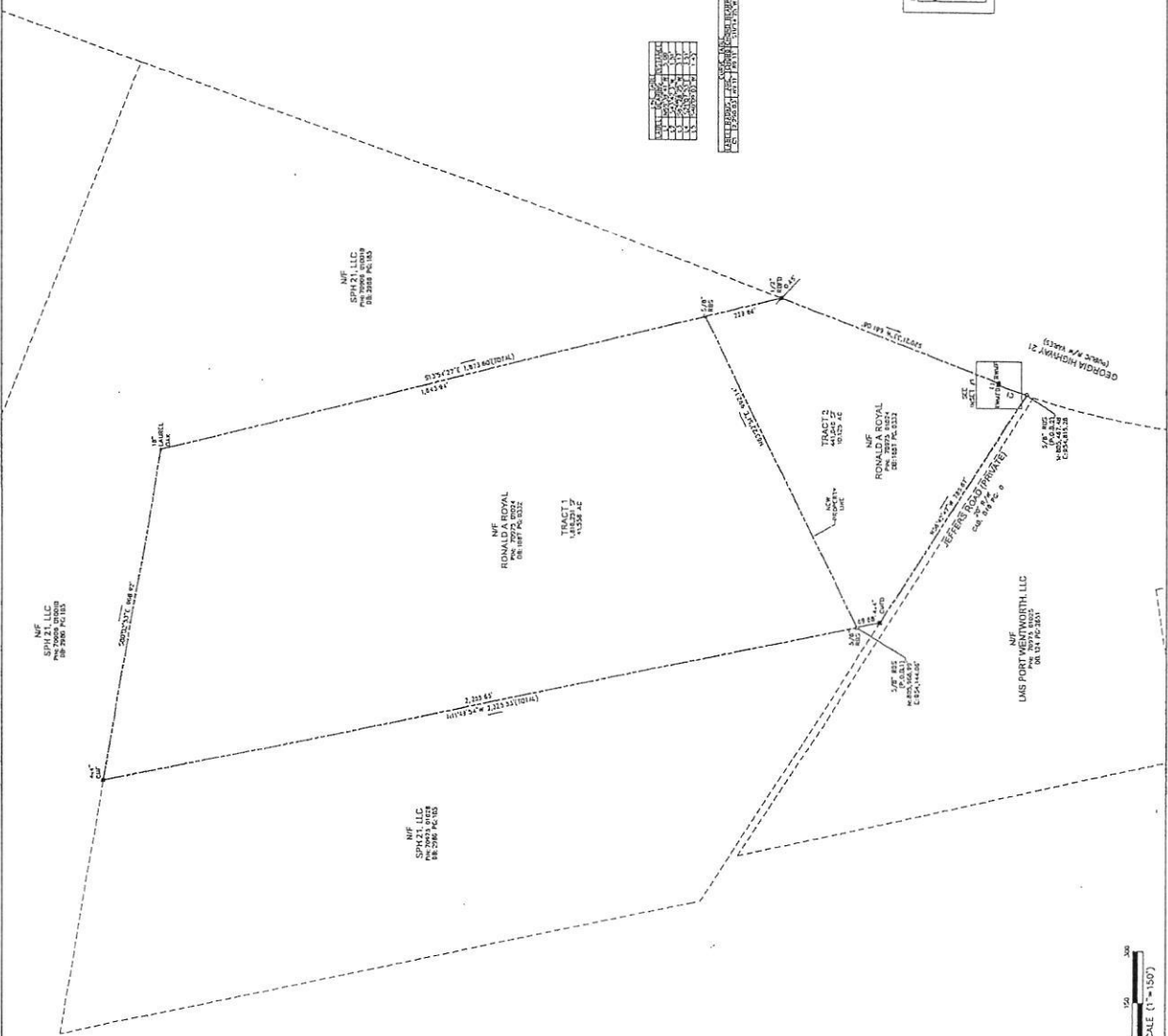
NAD 83 GRID (NAD 83)
 NORTH
 EAST ZONE

AGGREGATE CHART

TRACT	ACRES
TRACT 1	1.0000 AC
TRACT 2	0.0000 AC
TOTAL	1.0000 AC

DEKALB COUNTY RECORDS

BOOK	PAGE	DATE	DESCRIPTION
100	100	10/10/10	...
101	101	10/10/10	...
102	102	10/10/10	...





Planning Commission
7224 GA Highway 21
Port Wentworth, GA 31407

Meeting: 08/12/24
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

SCHEDULED

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.

Funding: N/A

Recommendation:

Staff recommends that approval of this use include the condition that access through the parcel, to the site be improved to meet IFC standards.

retox

about:bla

L

#24032

City of Port Wentworth Special Use Permit Application

RECEIVED
APR 25 2024
BY

Please type or print legibly. Attach additional sheets, if necessary, to fully answer any of the following questions. Incomplete applications will not be scheduled for required hearings until deficiencies are corrected. Submit a completed application and required documentation to the Development Services Department at 736 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

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 filing 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.

[Signature]

Notary Public

[Signature]

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.

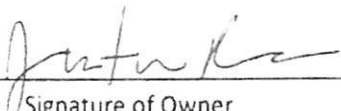
I authorize the person named below to act as applicant in the pursuit of a variance or a special use permit of this property.

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

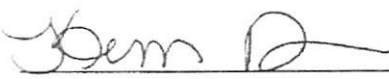
Address: 1806 Lumpkin Rd, Augusta, GA 30906

Telephone Number: 217.306.0072

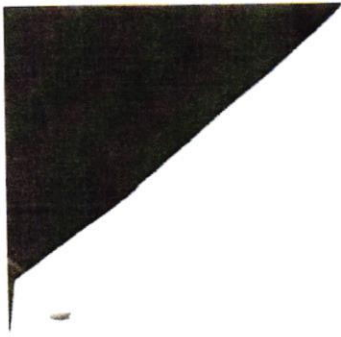

Signature of Owner
Justin Redmond/Manager
DSI Realty Company II, LLC

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





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:

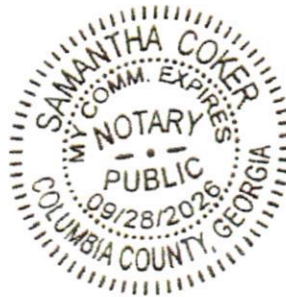
Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local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

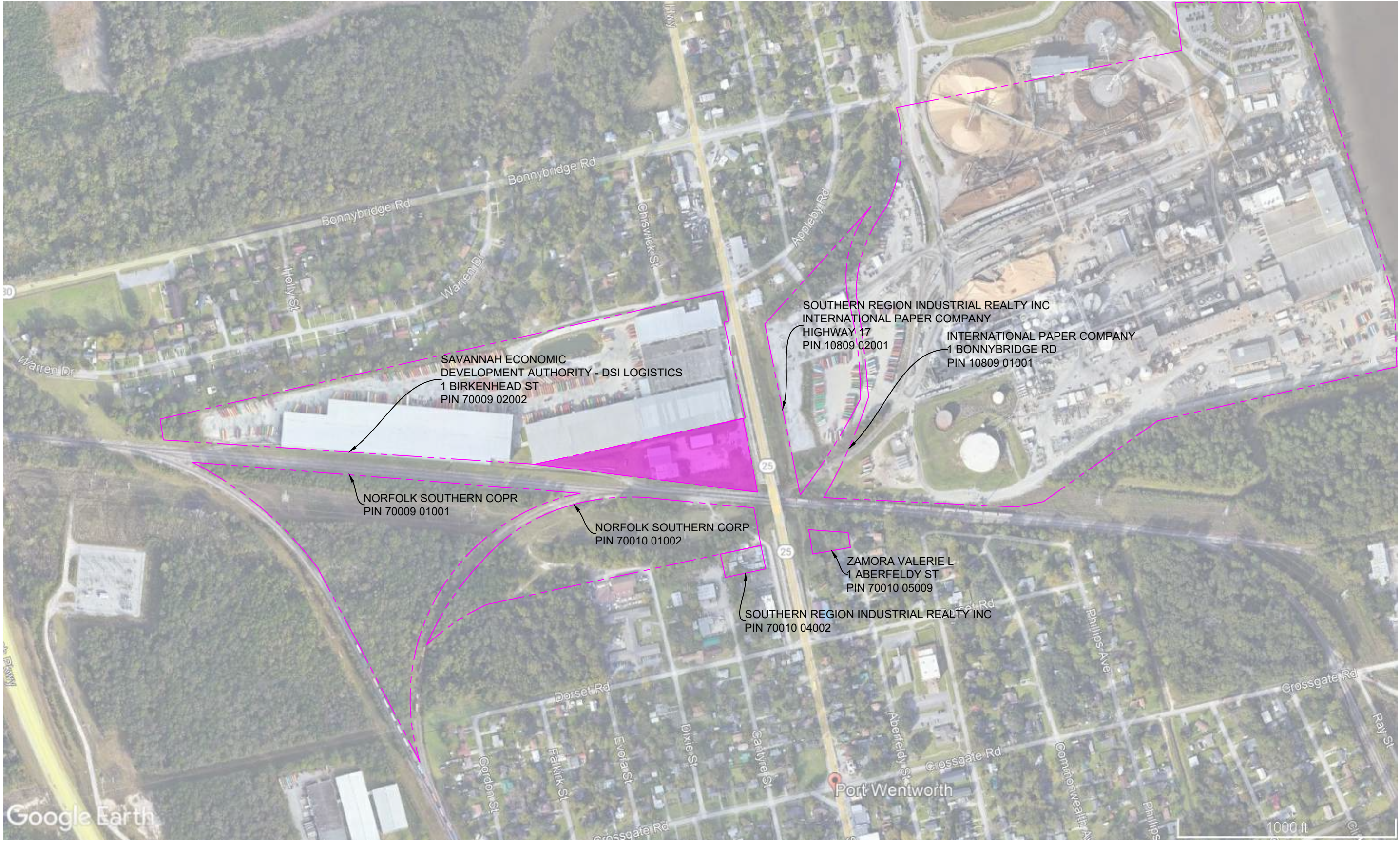
I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Mandy Emberton
Signature of Applicant

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

Samantha Coker
Notary Public





REVISIONS					
REV	DATE	DESCRIPTION	REV BY	CHK'D BY	APP'D BY
A	04/23/2024	FOR REVIEW	W. HINSON		

COPYRIGHT

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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:
WilliamHinson		
DATE:	SCALE	PAPER SIZE
	N/A	11x17

DRAWING TITLE		
LAYOUT SITE LAYOUT SURROUNDING PROPERTIES - 300' SETBACK		
DRAWING NO.		
B - RM - CO00002269 - 4LO - 101		

Return to:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Robert L. McCorkle, III


Doc ID: 030519160004 Type: WD
Recorded: 07/27/2017 at 03:36:40 PM
Fee Amt: \$1,166.00 Page 1 of 4
Transfer Tax: \$1,150.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK 1137 PG 77-80

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*
Stephen R. Lufburrow, President

ATTEST:

By: *Notary*
Its: *Assistant Secretary*

[SEAL]

Signed, sealed and delivered
in the presence of:

Suzanne Ward
Witness

[Signature]
Notary Public

Notarized the 26th day of July, 2017.



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

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME South Harbor Co.				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 7025 Hodgson Memorial Drive Suite H				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$1,150,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Savannah, GA 31406 USA		DATE OF SALE 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 Redmond	FIRST NAME Justin	MIDDLE 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) 1 Birkenhead Road				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$1,150,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Port Wentworth, GA 31407 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (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 CHATHAM		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 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,

WITNESSETH:

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.

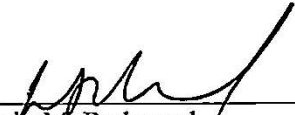
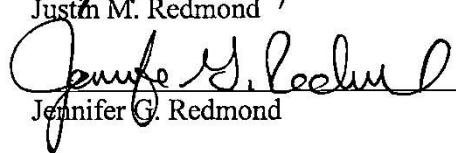
13. The rights of Grantee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Grantee may have in law or equity, and none of them shall be in exclusive 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.

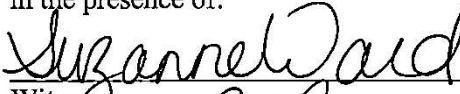
15. Any indulgence or departure at any time by the Grantee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Grantor.

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

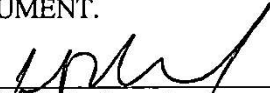
GRANTOR: **JUSTIN M. REDMOND**
 JENNIFER G. REDMOND

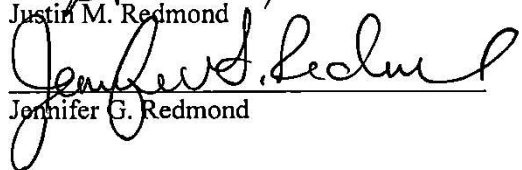
LENDER: **SOUTH HARBOR CO.**

DATE OF SECURITY INSTRUMENT: **JULY 26, 2017**

WAIVER OF GRANTOR'S RIGHTS

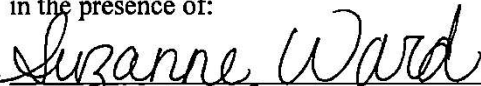
BY SIGNING BELOW, GRANTOR EXPRESSLY (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN IN THE SECURITY INSTRUMENT TO LENDER TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY BORROWER WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE 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

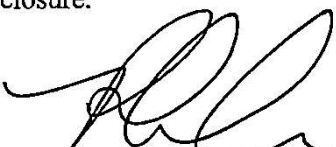
GRANTOR: **JUSTIN REDMOND
JENNIFER GREGORIAN REDMOND**

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


3 BIRKENHEAD RD. GRAVEL YARD MAINTENANCE PLAN




GARDEN CITY, GEORGIA
MAY 2024
P.I.N. 7-0009-02-001

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

Project Description:
SURFACE MAINTENANCE AND UTILITY UPDATES FOR AN EXISTING INDUSTRIAL GRAVEL YARD

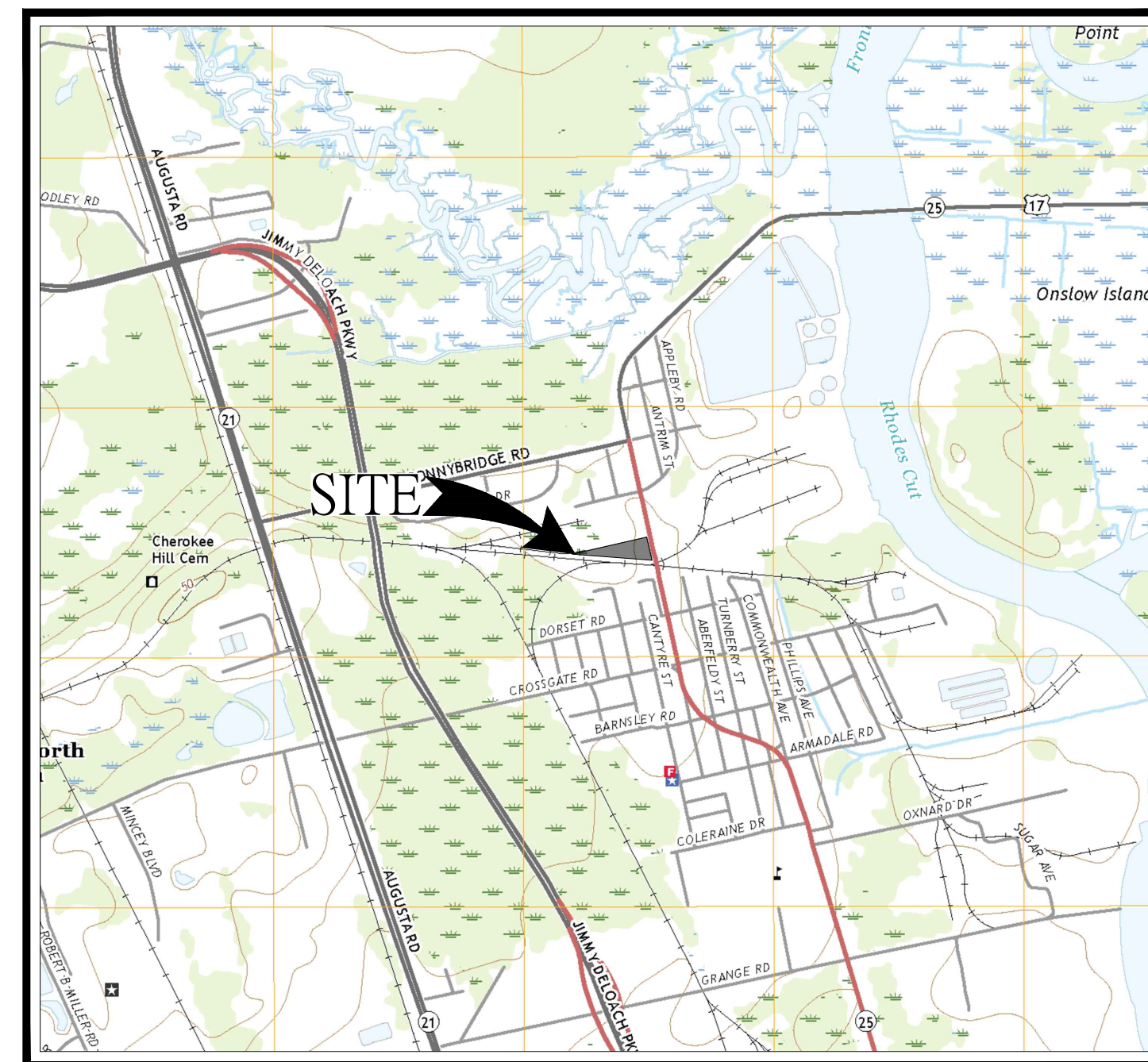
ACRES TOTAL: 3.52
ACRES DISTURBED: 0.0

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

REVISIONS	DATE
A - ISSUED FOR REVIEW	05/17/2024

DATE: 05/17/2024
PROJECT NUMBER: IO01-106.1
DRAWN BY: MAL
CHECKED BY: MAL
QC'D BY: MAL

SHEET:

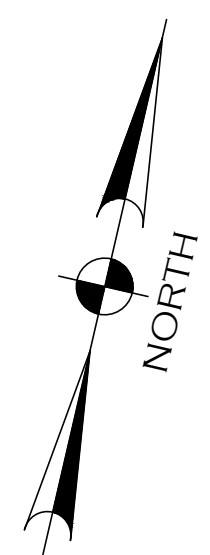
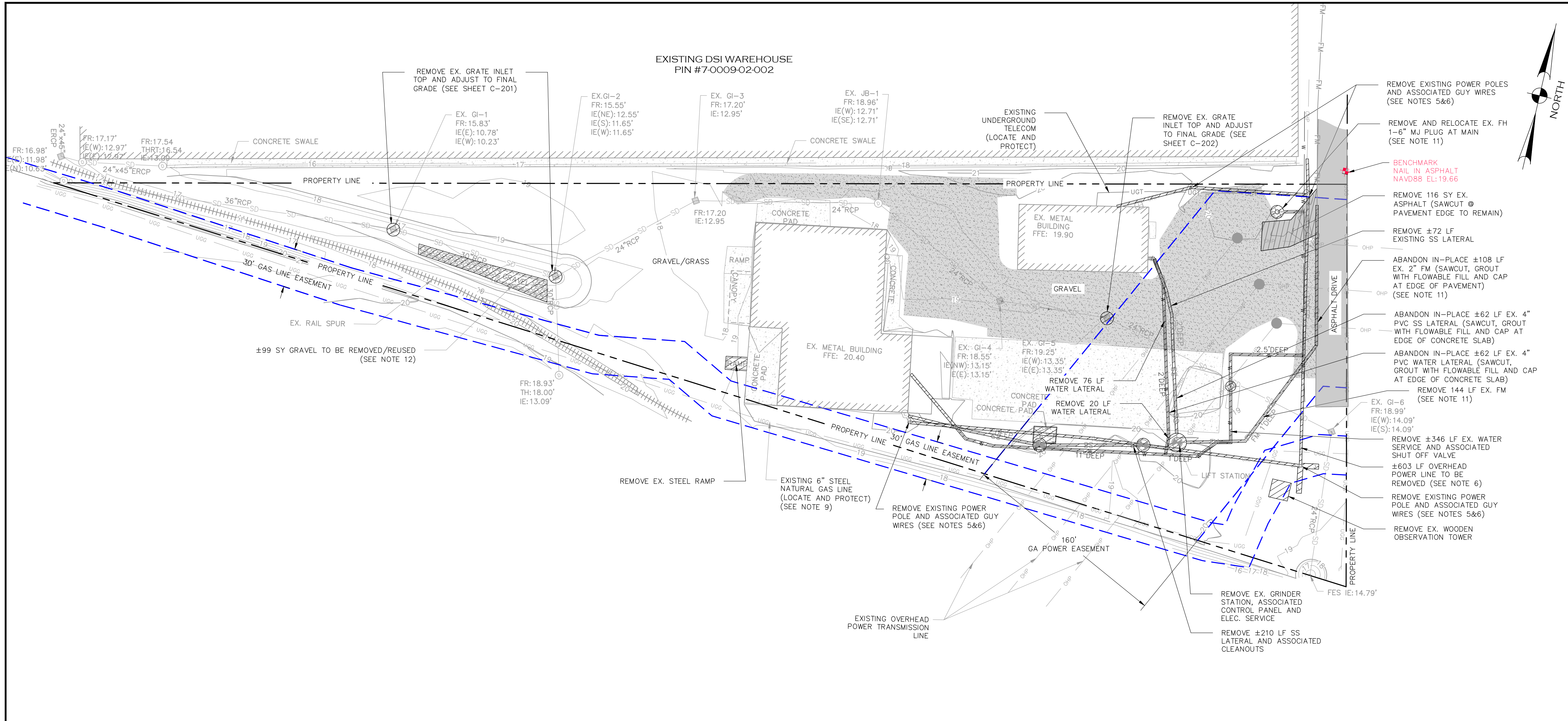
COVER

DRAFT

3 BIRKENHEAD: GRAVEL YARD MAINTENANCE PLAN



3 BIRKENHEAD RD.
PORT WENTWORTH, GA 31407



EXISTING DSI WAREHOUSE
PIN #7-0009-02-002

REMOVE EXISTING POWER POLES AND ASSOCIATED GUY WIRES (SEE NOTES 5&6)

REMOVE AND RELOCATE EX. FH 1-6" MJ PLUG AT MAIN (SEE NOTE 11)

BENCHMARK NAIL IN ASPHALT NAVD88 EL: 19.66

REMOVE 116 SY EX. ASPHALT (SAWCUT @ PAVEMENT EDGE TO REMAIN)

REMOVE ±72 LF EXISTING SS LATERAL

ABANDON IN-PLACE ±108 LF EX. 2" FM (SAWCUT, GROUT WITH FLOWABLE FILL AND CAP AT EDGE OF PAVEMENT) (SEE NOTE 11)

ABANDON IN-PLACE ±62 LF EX. 4" PVC SS LATERAL (SAWCUT, GROUT WITH FLOWABLE FILL AND CAP AT EDGE OF CONCRETE SLAB)

ABANDON IN-PLACE ±62 LF EX. 4" PVC WATER LATERAL (SAWCUT, GROUT WITH FLOWABLE FILL AND CAP AT EDGE OF CONCRETE SLAB)

REMOVE 144 LF EX. FM (SEE NOTE 11)

REMOVE ±346 LF EX. WATER SERVICE AND ASSOCIATED SHUT OFF VALVE

±603 LF OVERHEAD POWER LINE TO BE REMOVED (SEE NOTE 6)

REMOVE EXISTING POWER POLE AND ASSOCIATED GUY WIRES (SEE NOTES 5&6)

REMOVE EX. WOODEN OBSERVATION TOWER

REMOVE EX. GRINDER STATION, ASSOCIATED CONTROL PANEL AND ELEC. SERVICE

REMOVE ±210 LF SS LATERAL AND ASSOCIATED CLEANOUTS

NOTES:

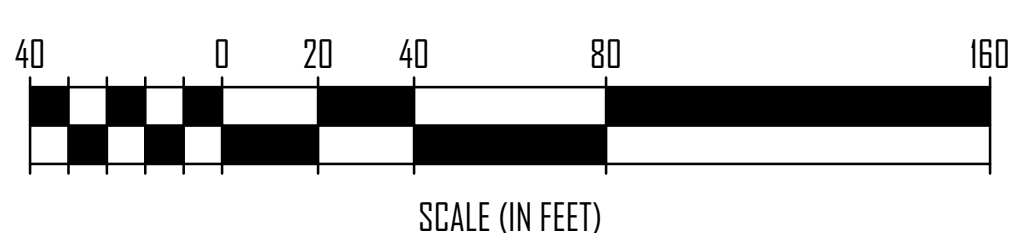
- 1. EXISTING CONDITIONS INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED MAY 3, 2018 AND UPDATED OCTOBER 19, 2023.
2. THE SUBJECT PARCEL LIES IN FLOOD ZONE X AS SHOWN ON FEMA F.I.R.M. MAP NO. 13051C, PANEL 0045g, REVISED AUGUST 16, 2018.
3. NO WETLANDS ARE EXPECTED TO BE IMPACTED 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.

LEGEND

Table with columns: EXISTING, NEW, DESCRIPTION. Lists symbols for property lines, easements, contours, roads, rail, benchmarks, storm drains, silt fences, demolition, sanitary sewer, forcemain, water main, electric service, data/comm service, overhead power, and fire hydrant.



Know what's below. Call before you dig.



REVISIONS table with columns for date and description.

Metadata table with fields: DATE, PROJECT NUMBER, DRAWN BY, CHECKED BY, QC'D BY, SHEET.

EXISTING CONDITIONS AND DEMOLITION PLAN

C-101

DRAFT

**3 BIRKENHEAD: GRAVEL YARD
 MAINTENANCE PLAN**

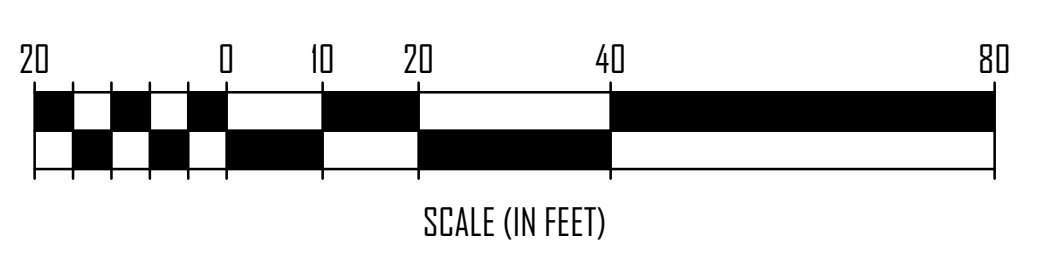
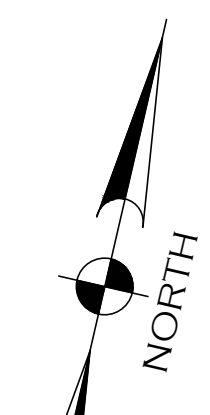
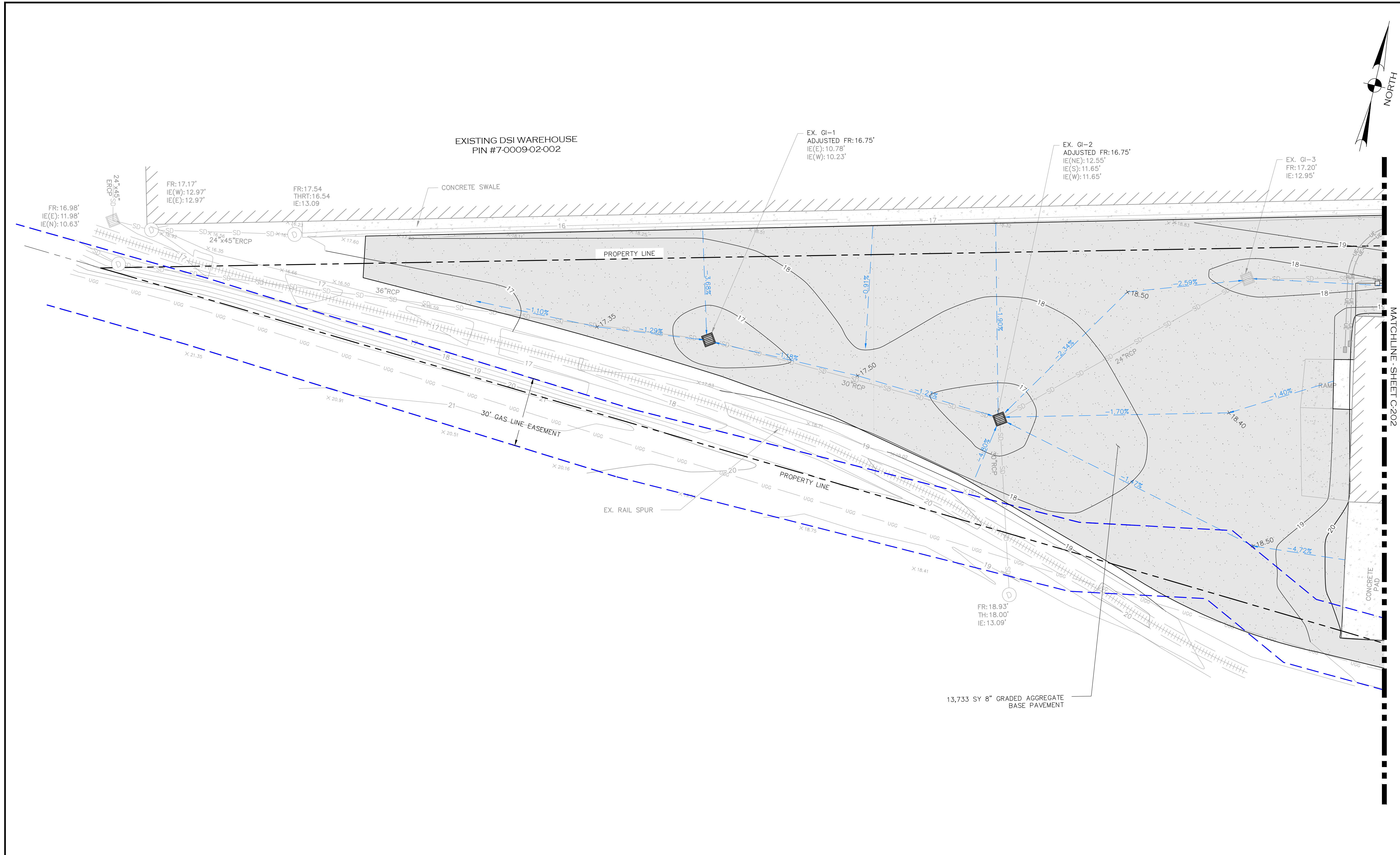
DSI LOGISTICS
 3 BIRKENHEAD RD.
 PORT WENTWORTH, GA 31407

REVISIONS	DATE
A - ISSUED FOR REVIEW	05/17/2024

DATE: 05/17/2024
 PROJECT NUMBER: IO01-106.1
 DRAWN BY: MAL
 CHECKED BY: MAL
 QC'D BY: MAL

SHEET:
**WEST SITE GRAVEL
 MAINTENANCE
 PLAN**

C-201



NOTES:
 1. EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED OCTOBER 19, 2023.

EXISTING DSI WAREHOUSE
PIN #7-0009-02-002



912-507-5755
WWW.INTCIVIL.COM
SAVANNAH, GA
GA COA: PEF 008735
(EXP: JUNE 30, 2024)

DRAFT

3 BIRKENHEAD: GRAVEL YARD
MAINTENANCE PLAN



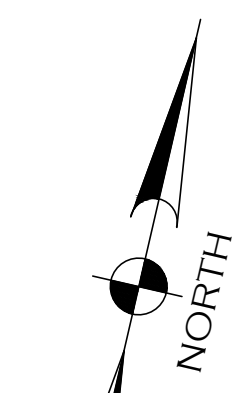
3 BIRKENHEAD RD.
PORT WENTWORTH, GA 31407

REVISIONS	DATE
A - ISSUED FOR REVIEW	05/17/2024

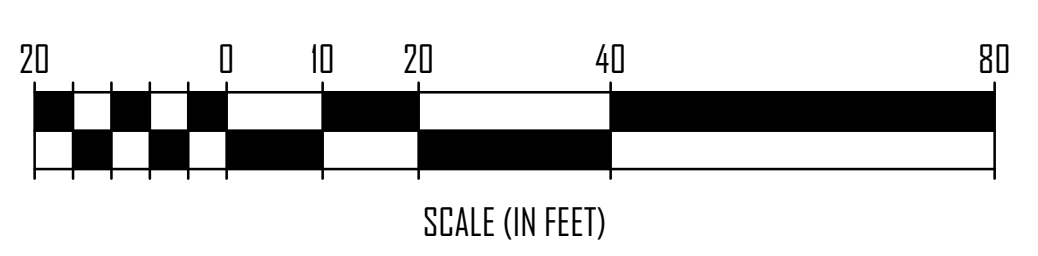
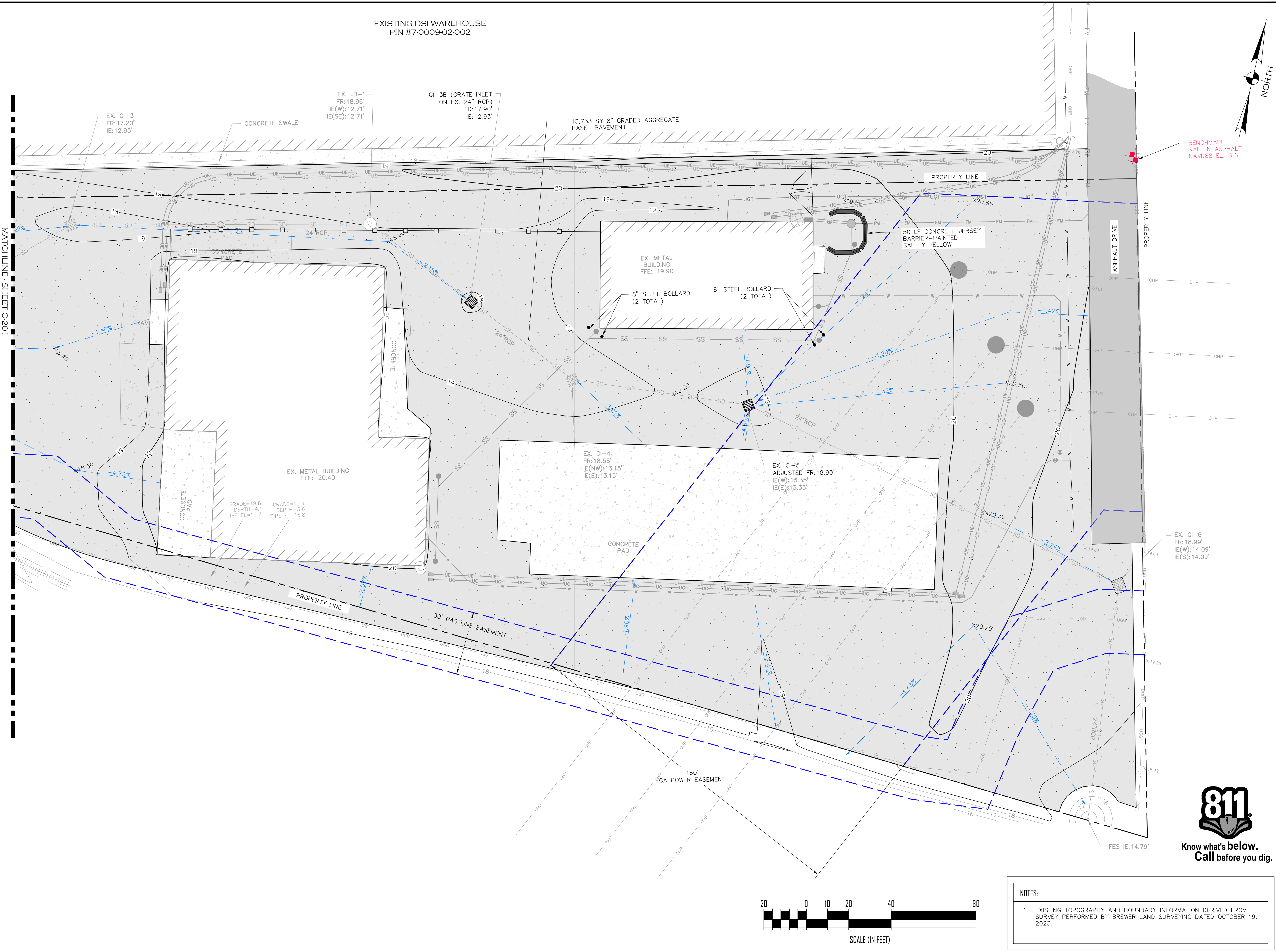
DATE:	05/17/2024
PROJECT NUMBER:	IO01-106.1
DRAWN BY:	MAL
CHECKED BY:	MAL
QC'D BY:	MAL
SHEET:	

EAST SITE GRAVEL
MAINTENANCE
PLAN

C-202

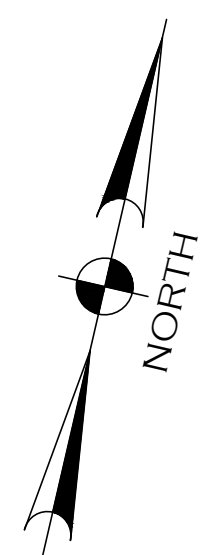
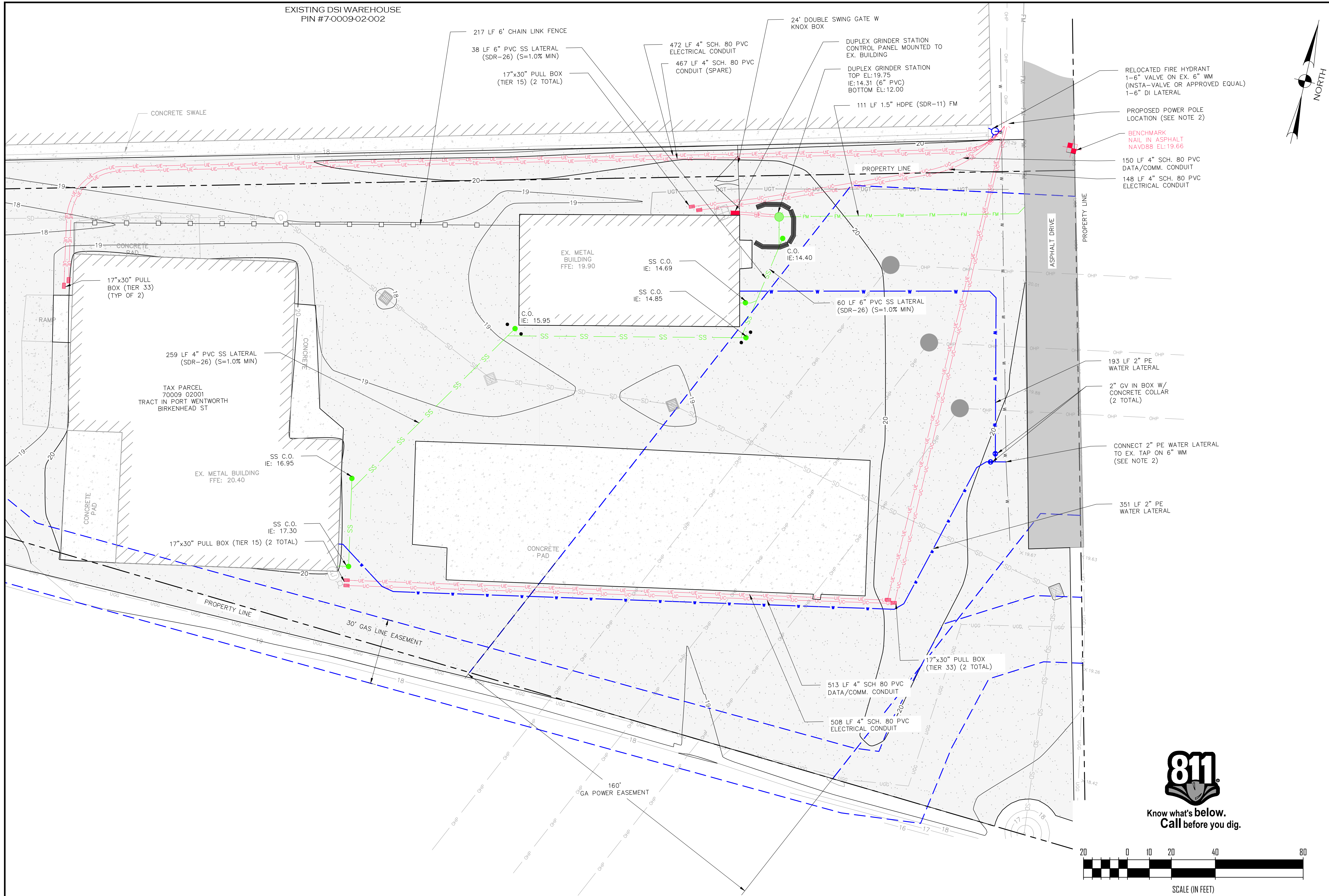


BENCHMARK
NAIL IN ASPHALT
NAVD88 EL: 19.66



NOTES:

- EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED OCTOBER 19, 2023.



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

DSI LOGISTICS

3 BIRKENHEAD RD.
 PORT WENTWORTH, GA 31407

REVISIONS	DATE
A - ISSUED FOR REVIEW	05/17/2024

DATE: 05/17/2024
 PROJECT NUMBER: IO01-106.1
 DRAWN BY: MAL
 CHECKED BY: MAL
 QC'D BY: MAL

SHEET:
UTILITY MAINTENANCE PLAN
C-301

- NOTES:**
- EXISTING TOPOGRAPHY AND BOUNDARY INFORMATION DERIVED FROM SURVEY PERFORMED BY BREWER LAND SURVEYING DATED OCTOBER 19, 2023.
 - CONTRACTOR SHALL COORDINATE UTILITY CONNECTIONS WITH UTILITY OWNERS.

DRAFT

3 BIRKENHEAD: GRAVEL YARD MAINTENANCE PLAN



3 BIRKENHEAD RD.
PORT WENTWORTH, GA 31407

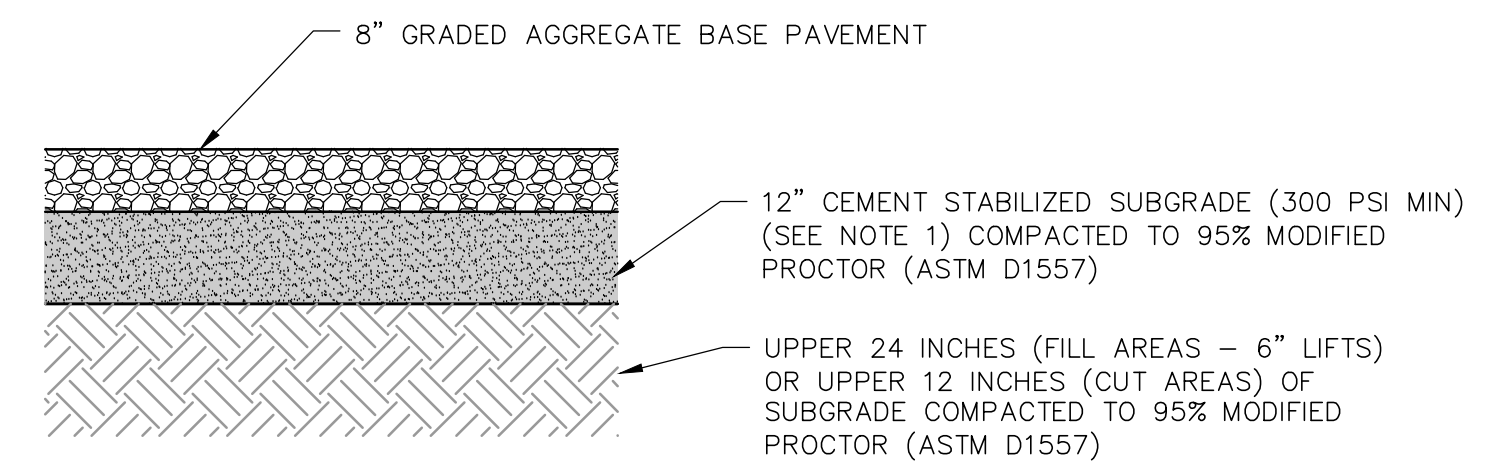
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A	ISSUED FOR REVIEW	05/17/2024
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DATE: 05/17/2024
 PROJECT NUMBER: IO01-106.1
 DRAWN BY: MAL
 CHECKED BY: MAL
 QC'D BY: MAL
 SHEET:

CONSTRUCTION DETAILS

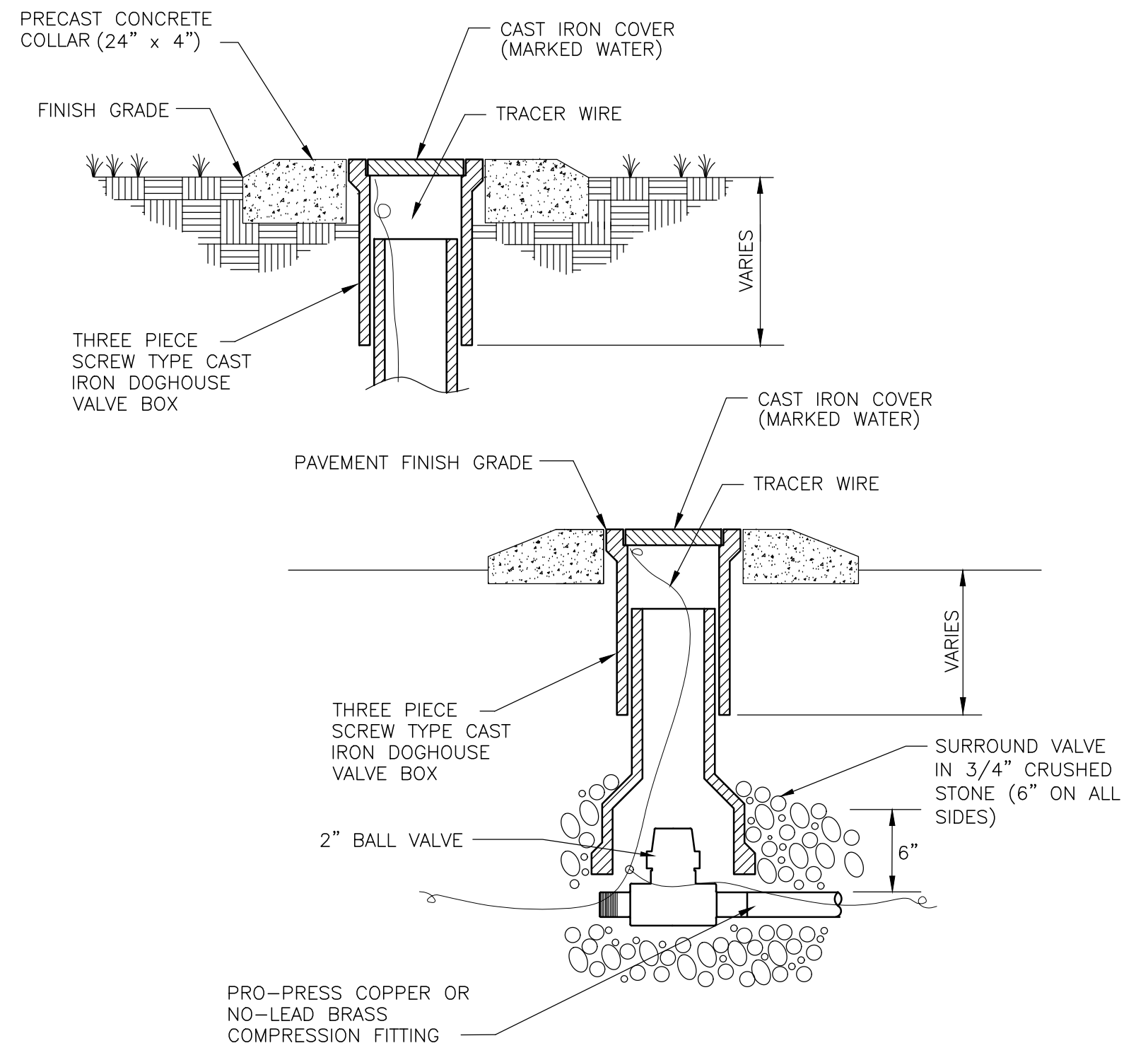
C-701



NOTE:
 1. CONTRACTOR SHALL COORDINATE SOIL CEMENT DESIGN AND MIXING RATIO WITH OWNER'S TESTING AGENCY.

GRAVEL PAVEMENT DETAIL

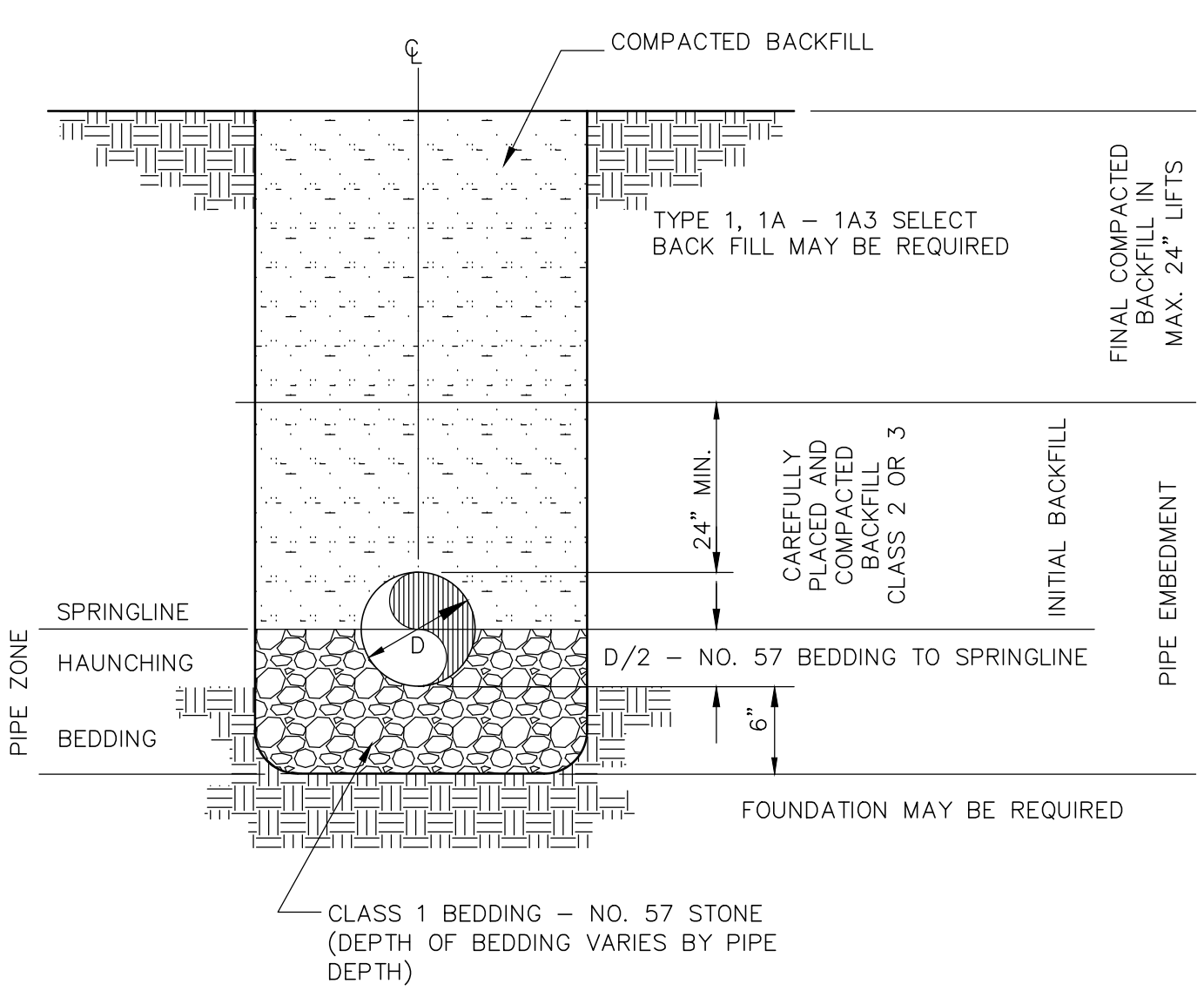
N.T.S.



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.

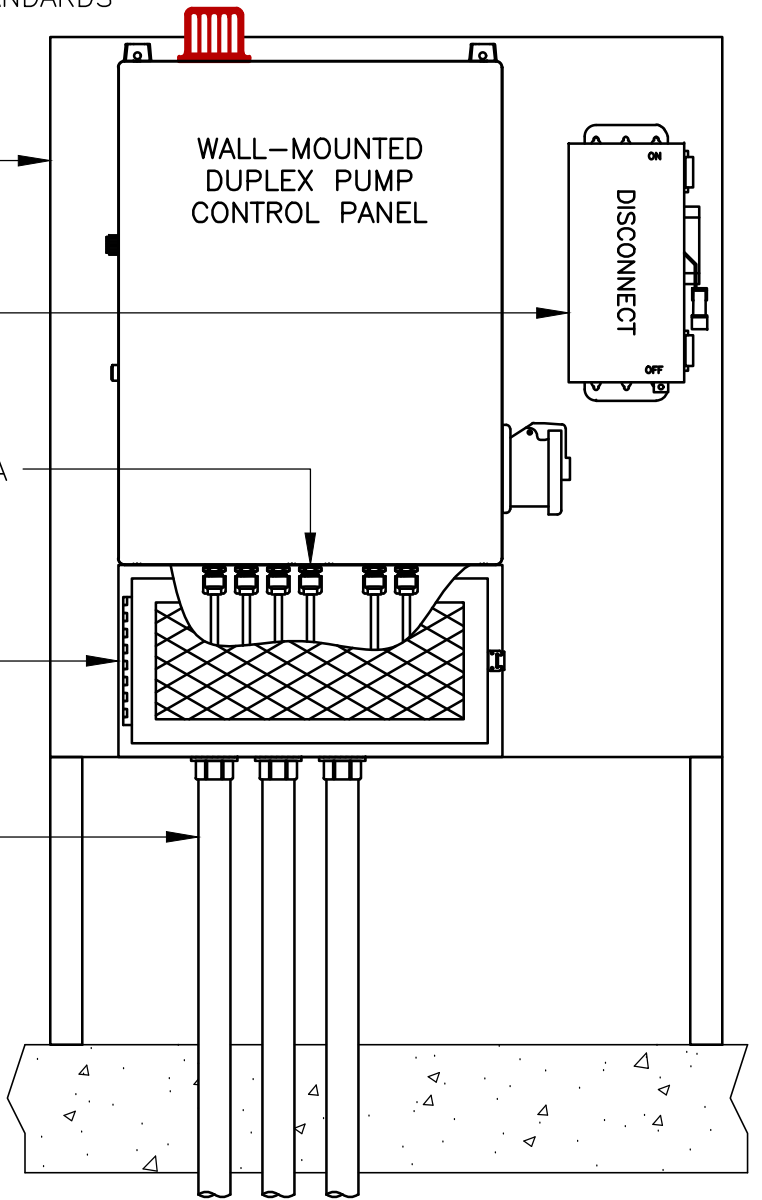
WATER VALVE AND VALVE BOX DETAIL

N.T.S.



TYPICAL TRENCH EXCAVATION/ DETAIL FOR SANITARY SEWER

N.T.S.



CONTROL PANEL MUST MEET CURRENT GEPD STANDARDS

NEMA 4X SST DUPLEX PUMP CONTROL PANEL WITH ATTACHED "AIR BREAK" BOX MOUNTS TO ALUMINUM BACK BOARD

ON-SITE ELECTRICAL CONTRACTOR TO TERMINATE POWER TO MINIMUM 60-AMP DISCONNECT

PUMP AND FLOAT CABLES SHALL ENTER THE CONTROL PANEL FROM THE "AIR BREAK" BOX VIA A "CGB" WATER-TIGHT COMPRESSION-TYPE CORD GRIPS

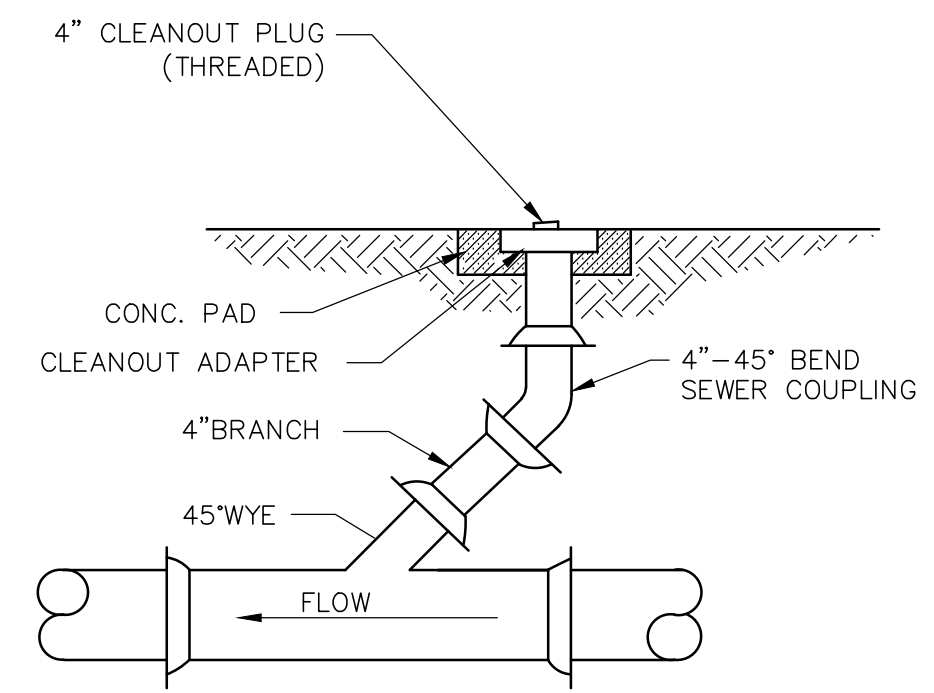
SSTL "AIR-BREAK" BOX HAS A HINGED SSTL EXPANDED METAL DOOR WITH LATCH AND PADLOCK HASP, 12" H WITH WIDTH AND DEPTH TO MATCH CONTROL PANEL

THREE 2" CONDUITS FROM WET WELL SHALL BE ROUTED FOR ENTRY INTO THE "AIR BREAK" BOX

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.

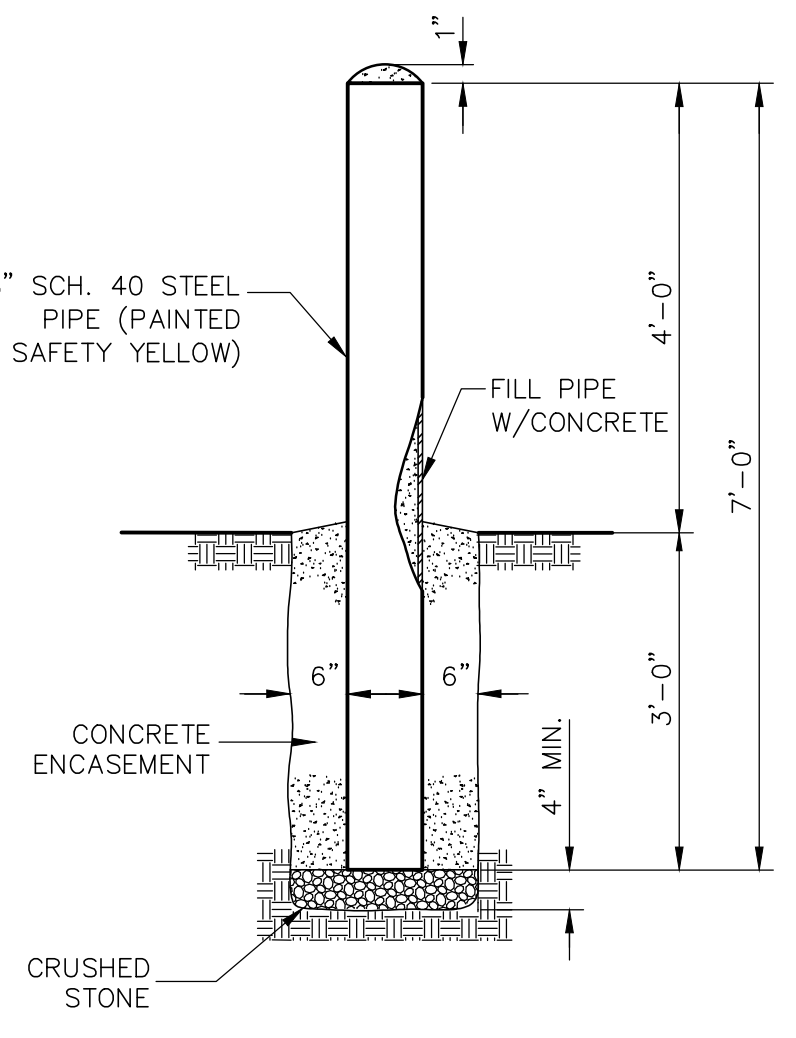
GRINDER STATION CONTROL PANEL DETAIL

N.T.S.



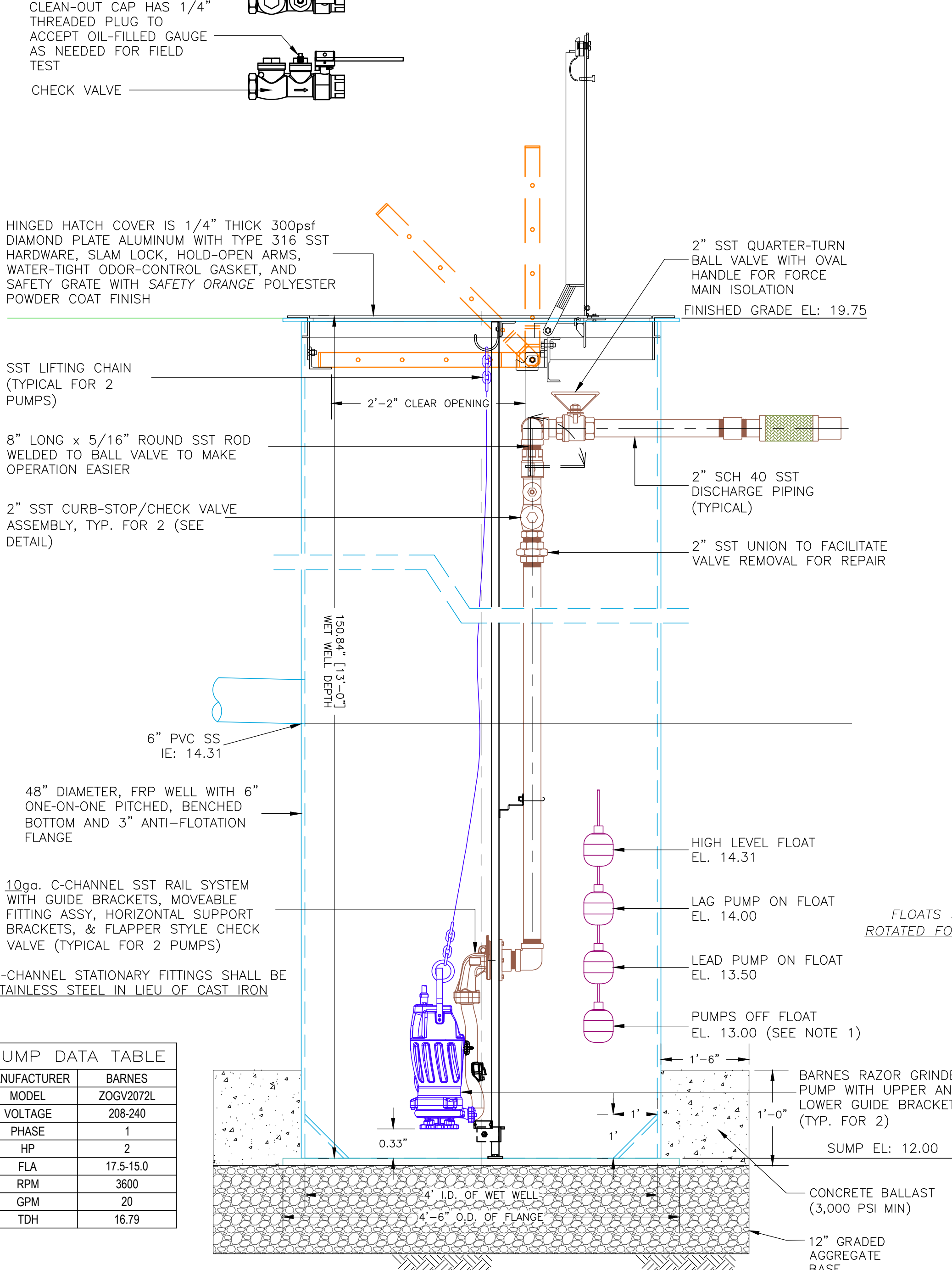
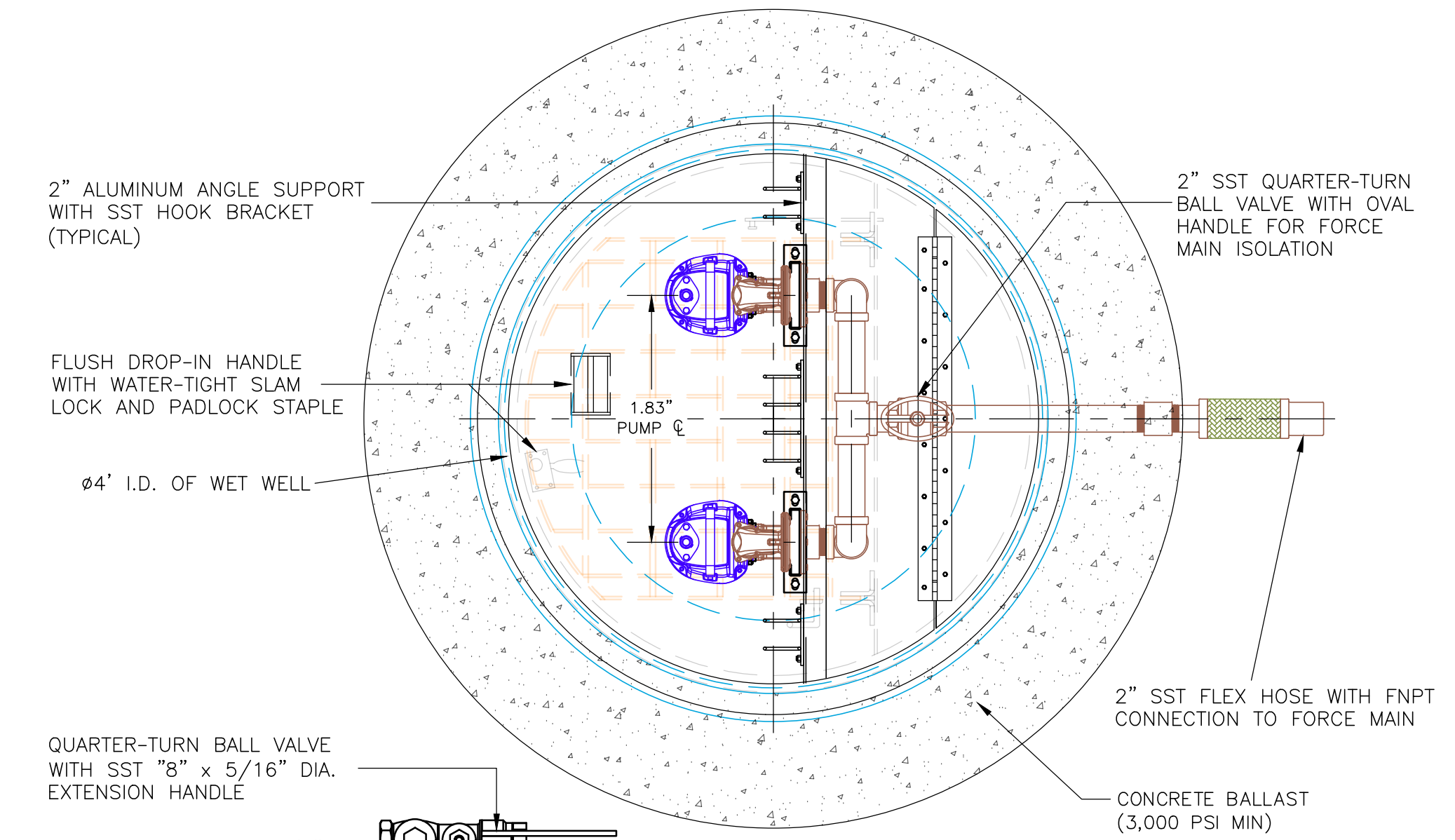
SANITARY SEWER CLEANOUT

N.T.S.



BOLLARD DETAIL

N.T.S.



PUMP DATA TABLE

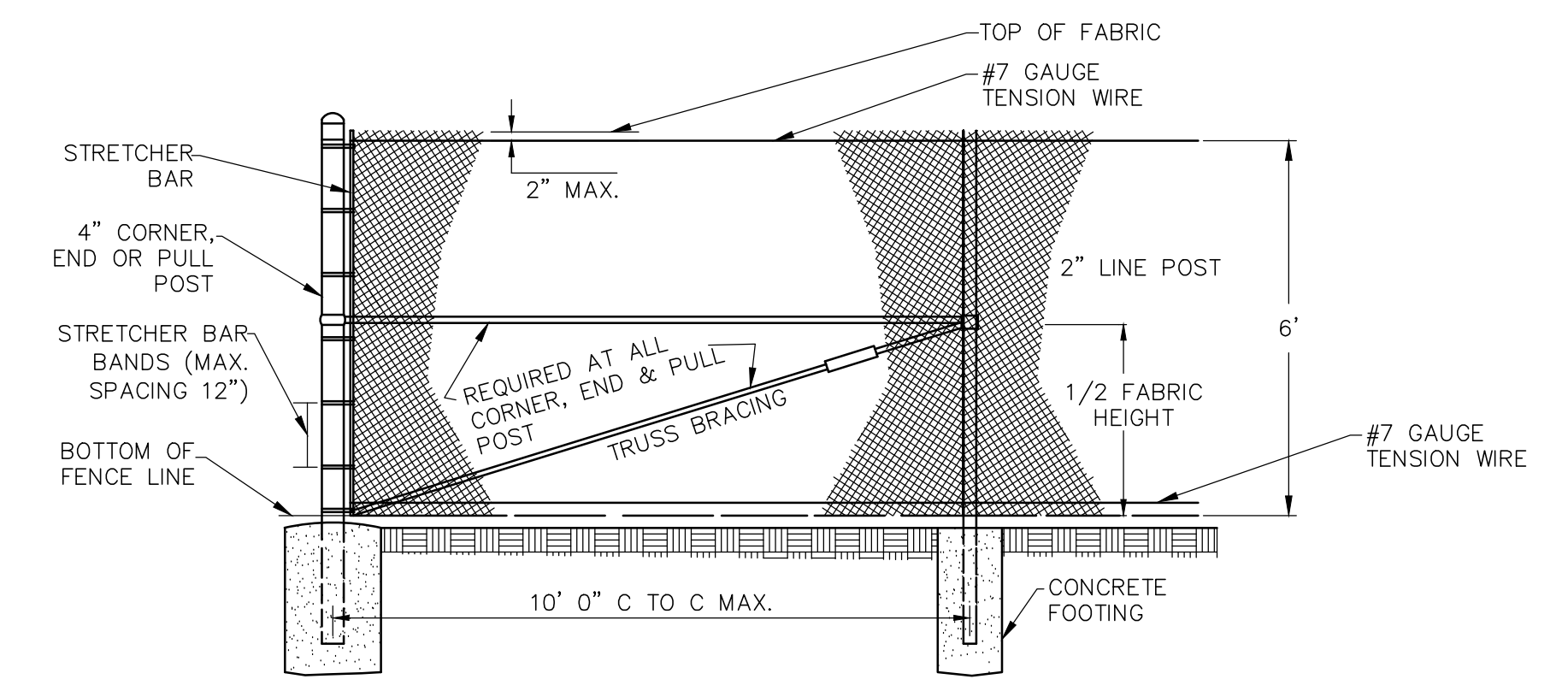
MANUFACTURER	BARNES
MODEL	ZOGV2072L
VOLTAGE	208-240
PHASE	1
HP	2
FLA	17.5-15.0
RPM	3600
GPM	20
TDH	16.79

NOTES:
 1. PUMP OFF ELEVATION SHALL BE SET AT THE MINIMUM SUBMERGENCE AS RECOMMENDED BY THE PUMP MANUFACTURER.

DUPLEX SUBMERSIBLE GRINDER STATION DETAIL

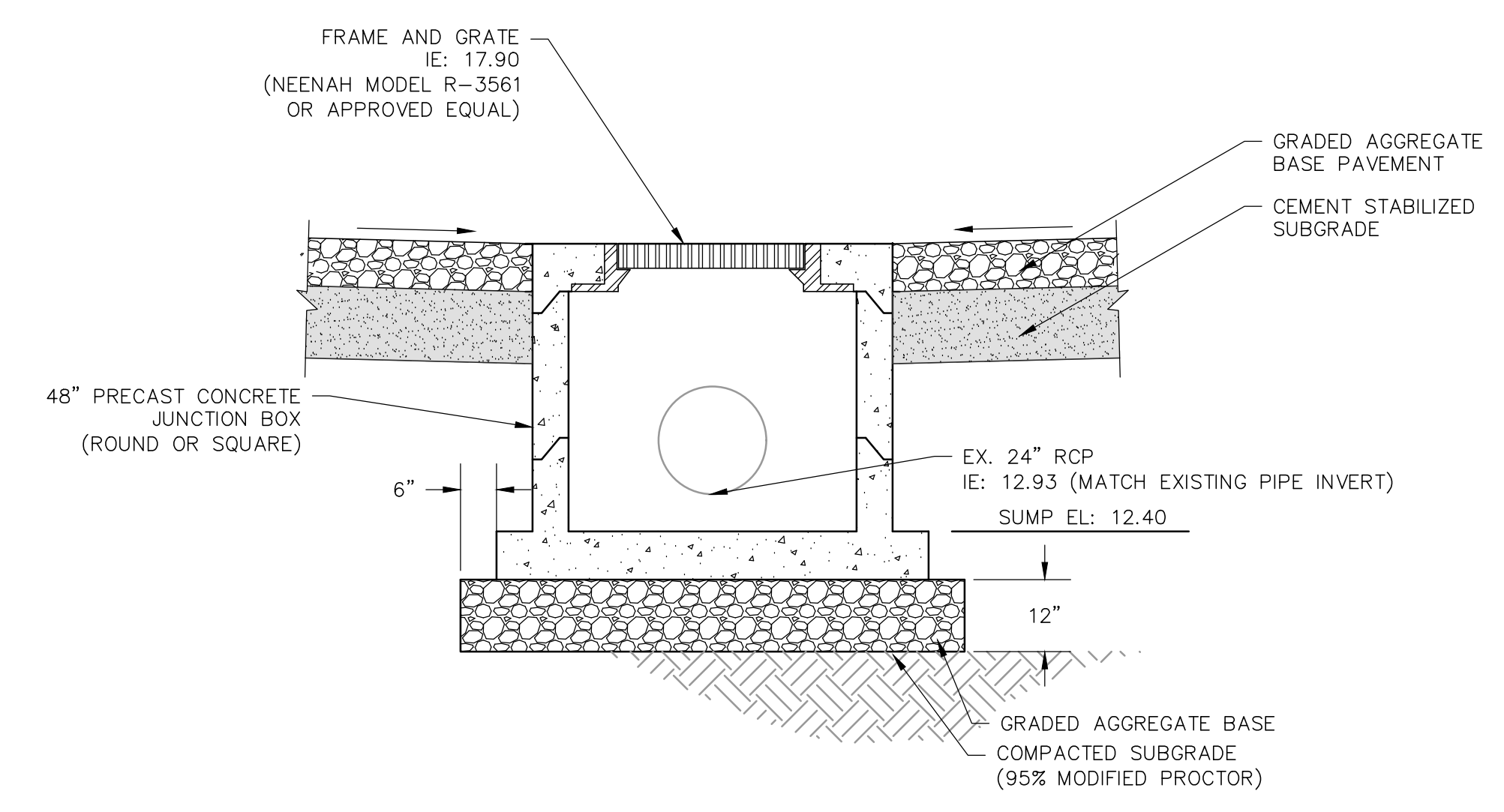
N.T.S.

DRAFT



CHAIN-LINK FENCE ELEVATION

N.T.S.



GI-3B GRATE INLET DETAIL

N.T.S.

**3 BIRKENHEAD: GRAVEL YARD
MAINTENANCE PLAN**



3 BIRKENHEAD RD.
PORT WENTWORTH, GA 31407

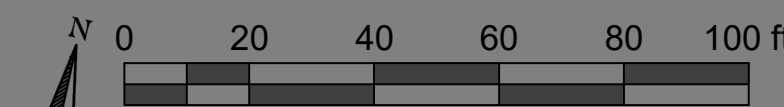
REVISIONS
A - ISSUED FOR REVIEW 05/17/2024

DATE:	05/17/2024
PROJECT NUMBER:	1001-106.1
DRAWN BY:	MAL
CHECKED BY:	MAL
QC'D BY:	MAL

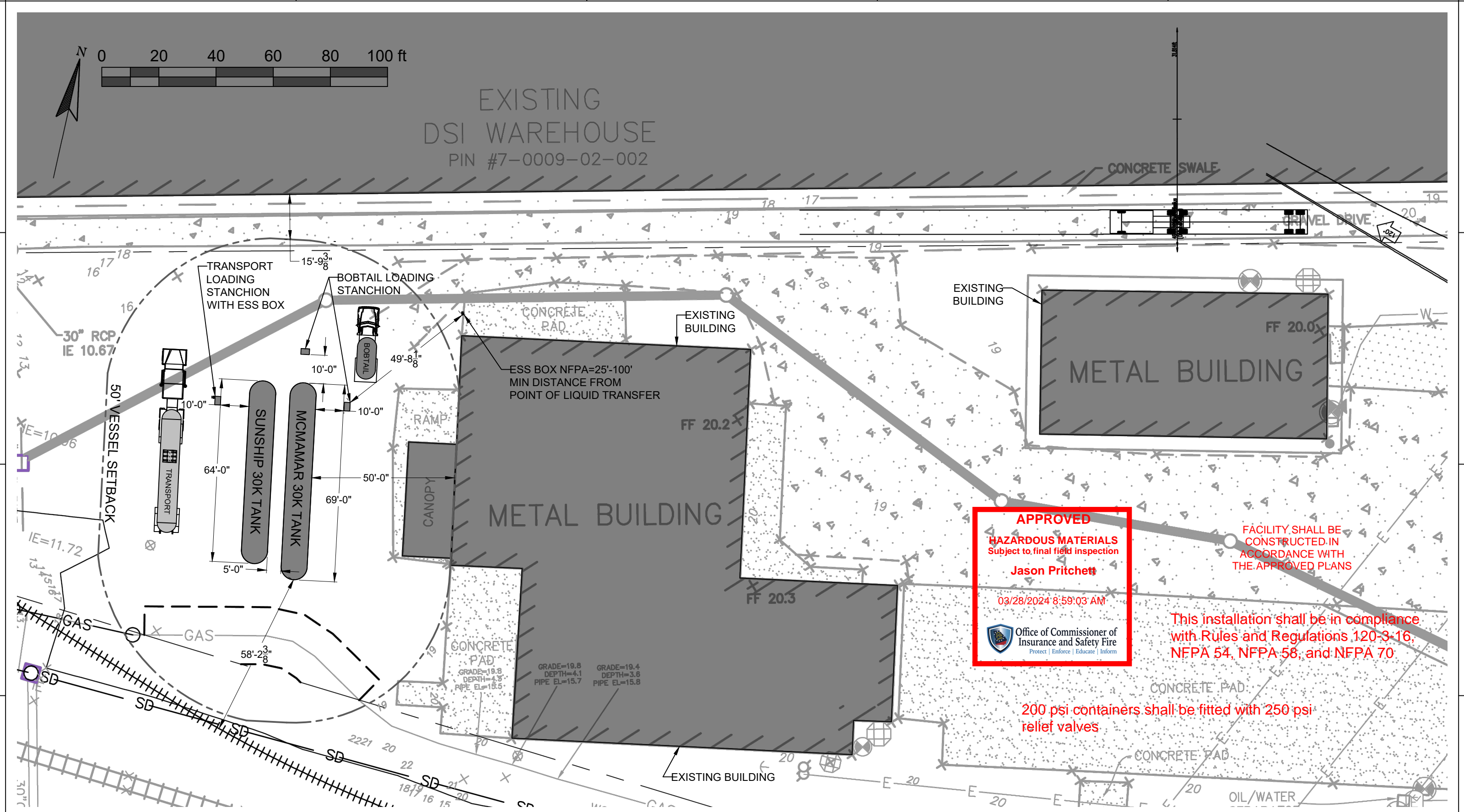
SHEET:

**CONSTRUCTION
DETAILS**

C-702



EXISTING
DSI WAREHOUSE
PIN #7-0009-02-002



APPROVED
HAZARDOUS MATERIALS
Subject to final field inspection
Jason Pritchett
03/28/2024 8:59:03 AM
Office of Commissioner of
Insurance and Safety Fire
Protect | Enforce | Educate | Inform

FACILITY SHALL BE
CONSTRUCTED IN
ACCORDANCE WITH
THE APPROVED PLANS

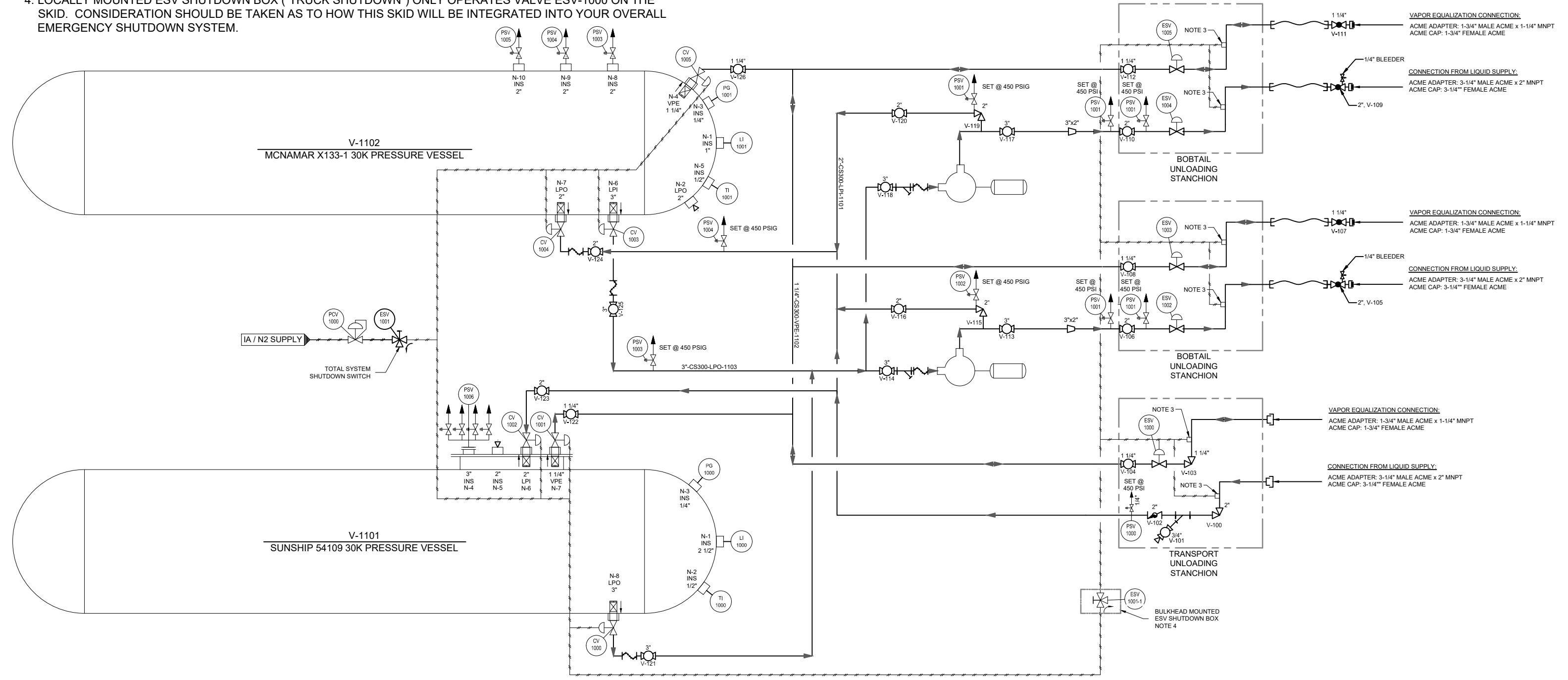
This installation shall be in compliance
with Rules and Regulations 120-3-16,
NFPA 54, NFPA 58, and NFPA 70

200 psi containers shall be fitted with 250 psi
relief valves

REVISIONS						COPYRIGHT		COMPANY			JOB NUMBER			JOB DESCRIPTION			DRAWING TITLE					
REV	DATE	DESCRIPTION			REV BY	CHK'D BY	APP'D BY	THIS DESIGN IS SPECIFIC PROPERTY OF TRANSTECH ENERGY, LLC. AND IS NOT TO BE USED IN COMPETITION WITH, OR IN ANY WAY DETRIMENTAL TO TRANSTECH ENERGY, LLC. REPRODUCTION OF THIS MATERIAL WITHOUT SPECIFIC AUTHORIZATION FROM TRANSTECH ENERGY, LLC. WILL BE A VIOLATION OF LAW	14527 US 64 ALTERNATE WEST ROCKY MOUNT NC 27801 888.206.4563 www.transtechenergy.com			CO00002269			BULK PLANT			LAYOUT SITE LAYOUT BULK PLANT AREA - NFPA 58 PROPERTY SETBACK REQUIREMENTS				
A	01/25/2023	FOR REVIEW			W. HINSON	P. SWANGER	FACILITY NAME					LOCATION										
							FERRELL GAS					PORT WENTWORTH, GA										
							DRAWN BY					CHECKED BY:			APPROVED BY:							
							William Hinson															
								DATE:			SCALE			PAPER SIZE								
											N/A			11x17								
												DRAWING NO.			B - RM - CO00002269 - 4LO - 100			130				

GENERAL NOTES:

1. ASSURANCE SHOULD BE MADE THAT COMPLIANCE TO NFPA 58 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.

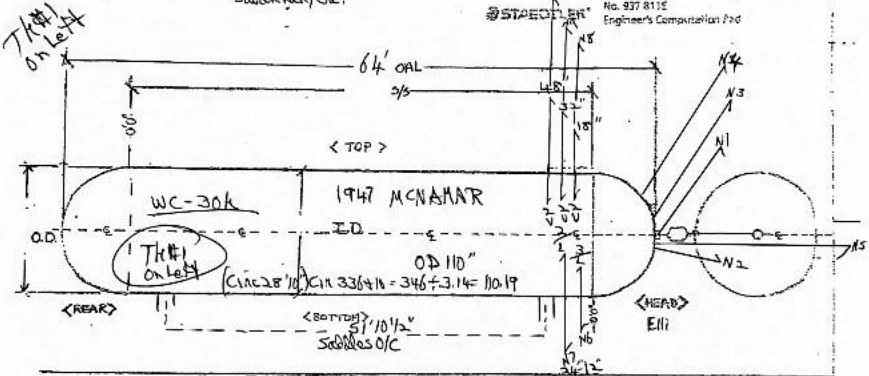


REVISIONS						COPYRIGHT	COMPANY	JOB NUMBER		JOB DESCRIPTION		DRAWING TITLE	
REV	DATE	DESCRIPTION	REV BY	CHK'D BY	APP'D BY	THIS DESIGN IS SPECIFIC PROPERTY OF TRANSTECH ENERGY, LLC. AND IS NOT TO BE USED IN COMPETITION WITH, OR IN ANY WAY DETRIMENTAL TO TRANSTECH ENERGY, LLC. REPRODUCTION OF THIS MATERIAL WITHOUT SPECIFIC AUTHORIZATION FROM TRANSTECH ENERGY, LLC. WILL BE A VIOLATION OF LAW	TRANSTECH ENERGY 14527 US 64 ALTERNATE WEST ROCKY MOUNT NC 27801 888.206.4563 www.transtechenergy.com	CO00002269	BULK PLANT		P&ID OVERALL LAYOUT		
A	01/26/2023	FOR REVIEW	W. HINSON					FACILITY NAME	LOCATION				
								FERRELL GAS	PORT WENTWORTH, GA				
								DRAWN BY	CHECKED BY:	APPROVED BY:			
							WilliamHinson						
								DATE:	SCALE	PAPER SIZE	DRAWING NO.		
									N/A	11x17	B - RM - CO00002269 - 2PI - 100	131	

Location: Ferrellgas
 135 Brampton Rd.
 Savannah, Ga.

Gate Code: 1075
 Contract: Scott Airport A/Mon
 Cell: 912-346-9689

STAEDELLEN
 No. 937 811E
 Engineer's Computation Pad



NOZZLE SCHEDULE				VESSEL SPECIFICATIONS		
ITEM	SIZE	TYPE	LOCATION	MANUFACTURER	BUILD	
N1	1"	Bar Tank Gauge	Front Center	McNAMAR	1947	
N2	1/2"	Temp Gauge	Front Center - F&P	SIZE: 1.29	HEAD THICKNESS: 7.78	OVERALL LENGTH: 768 (64')
N3	1/4"	Pressure Gauge	Front Center - F&P	VOL: 30,000	WE: 109.5	
N4	2"	F&P - Vapor	Front Center	OUTSIDE DIAMETER: 109.5	SERIAL NO.:	
N5	2"	F&P - Liquid	Front Center - (By Pass)			
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			

DESIGN CHECKED BY: _____ DATE: _____

DRAWN BY: _____ CHECKED BY: _____

SCALE: 1 OF 1

TRANSTECH ENERGY
 1400 W. ALTAIR BLVD. WEST BOSTON MASS 02126
 TEL: 617-335-1100 FAX: 617-335-1101
 WWW.TRANSTECH.COM

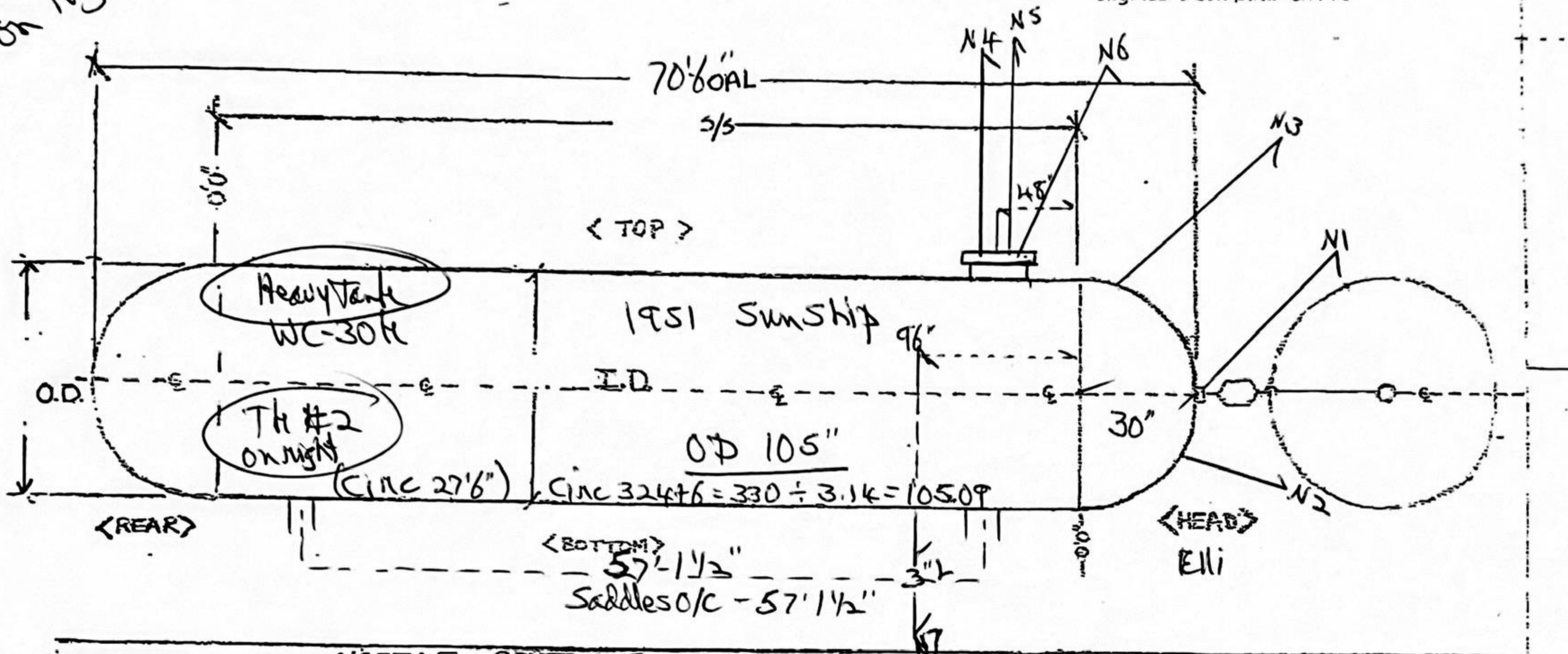
Location: Ferrellgas
135 Brampton Rd
Savannah, Ga.

Gate Code: 1075
Contact: Scott Miner
Cell: 912-346-9689

STAEOTLER

No. 937 811E
Engineer's Computation Pad

TH #2
on night



NOZZLE SCHEDULE				VESSEL SPECIFICATIONS		
ITEM	SIZE	TYPE	LOCATION	MANUFACTURER:	BUILT:	
N1	2 1/2"	Magnetel	Front Center	11-69 SunShip	1951	
N2	1/2"	Temp Gauge	Front Center	SHELL: ?	HEAD: ?	OVERALL LENGTH: 70'6"
N3	1/4"	Pressure Gauge	Front Top	THICKNESS: ?	THICKNESS: ?	
N4	2.4" ACF	Reliefs (ACF)	Manway	VOL. 30,000	W.E. ?	SERIAL NO.: 54109
N5	2"	Vapor Exchange	F&P Manway	OUTSIDE DIAMETER: 105		
N6	2"	Vapor Supply	F&P Manway			
N7	3"	F&P Liquid	Bottom Behind Pier - (Supply/Fill)	Not Bld. # 855		WP 200 psi
N8						
N9				PROJECT:		
N10				DRAWN BY:	CHECKED BY:	
				DATE:	SCALE: 1 OF 1	

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TRANSTECH ENERGY
14527 US 64 ALTERNATE WEST, ROCKY MOUNT, NC 27801
828.298.4566
www.transtechenergy.com

M. NAMMAY
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



WILLER & WANKLE
TULSA OKLA

YEAR 1947

DESIGN PRESSURE 200

FC NO. X133-1

NY NE 1361

HEAD THICKNESS INS .778

HEEL THICKNESS INS .974

WHEEL DIAMETER INS 109 1/2

WHEEL LENGTH IN 768

WHEEL CAPACITY LBS 249000

WHEEL CAPACITY GALS 30000

WORK TEMPERATURE 100

NATL. BD. 855

SUNSHIP

MAX. W.P. 200 PSI.

MAX. TEMP. 150 DEG. F.

SERIAL NO. 54109

1951

HSB. 1312

U
U69

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 Unfired Pressure Vessel No. (X133-1) (1361) Year built 1947
(Horizontal or Vertical) (Mfrs. serial or A. S. M. E. No.) (Nat'l. Board No.)
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. 1 1/2 in. Length over all 64 ft. 4-5/8 in. Height ft. in.
(or Width)
6. STAMPS on shell plates A212-B Firebox 70H. Rivets, stays and braces
(Brand and lowest tensile strength) (Iron or Steel)
7. SHELL PLATES .976 in. Butt straps in. Style of seams: Longitudinal, Double Welded Butt Fusion Girth Butt Fusion
(Girth) (Thickness) (Thickness) (Riveted, Forge Welded, Beveled or Fusion Welded - Type of)
8. Diameter of rivet holes in. Pitch of rivets X X Efficiency of joint 80%
9. GIRTH JOINTS Diameter rivet holes in. Pitch of rivets in. No. of courses 7
(Single or double riveted)
10. INNER SHELL (Thickness) in. Style of seams: Longitudinal GIRTH Length of section or course ft. in.
(Riveted, Forge Welded, Beveled or Fusion Welded - Type of)
11. Heads: 2:1 Elliptical .776 in. Radius of dish 2 1/2 in. Side to pressure, Concave
(Thickness) (Concave or Convex)
If removable, bolts used or method of fastening Double Welded Butt Fusion Single Welded Butt Fusion w/Backing up strip.
(Number and size) (Describe or sketch)

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						

12. STAYBOLTS if hollow 14. Maximum pitch X Diameter in.
(Iron or Steel) (Size of hole) (Horizontal) (Vertical) (Over the threads)
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 in. HAND HOLES OR SIGHT HOLES
(Size) (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 4000 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 SHOP INSPECTION

Insurance Company's Serial Number 1133-1-1361

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

Ad. David
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 Unfired Pressure Vessel No. (54109) (Mfrs. serial or A.S.M.E. No.) (Natl. Bd. #055) (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. Length over all 70 ft. 10 in. Height ft. in.
(or width)
6. STAMPS on shell plates Firebox 70,000 Rivets, stays and braces. Double Butt (Iron or Steel) Double Butt
(Land and lowest tensile strength)
7. SHELL PLATES 15/16 in. Butt straps in. Style of seams: Longitudinal Fusion welded Girth Fusion welded
(Outer) (Thickness) (Thickness) (Riveted, Forge Welded, Brazed, or Fusion Welded - Par. No.)
8. Diameter of rivet holes in. Pitch of rivets X Efficiency of joint 80 %
9. GIRTH JOINTS Diameter rivet holes in. Pitch of rivets in. No. of courses 7
10. INNER SHELL in. Style of seams: Longitudinal Girth Length of section or course 9 ft. 5 in.
(Thickness) (Riveted, Forge Welded, Brazed, or Fusion Welded - Par. No.)
11. HEADS: finished 3/4 in. Radius of dish Semi-ellip. in. Side to pressure Concave
(Thickness) (Concave or convex)
- If removable, bolts used or method of fastening
(Number and size) (Describe or sketch)

STAYS		No.	Size	Net Area	Welded or Weldless	Area to be Stayed	Maximum Allowable Working Pressure
12. (a)	F. H.						
(b)	R. H.						
(c)	Through						
(d)	Diagonal and Gusset Stays						

13. STAYBOLTS If hollow 14. Maximum pitch in.
(Iron or Steel) (Size of hole) (Horizontal) (Vertical) (Over the threads)
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-10-1 How attached Fusion welded
(Riveted, welded, etc.)
18. DRAIN connection 3" id. HAND HOLES OR SIGHT HOLES
(Size) (Number, size and location)
19. MANHOLES: 1 16", 4'0" from head Reinforcement 16/15" x 35" welded ring
(Number) (Size and location of each) (Riveted, welded, etc.)
20. NONPRESSURE PARTS: (a) Supporting lugs Supporting skirts (b) Other nonpressure parts
(Number) (Kind and number)
- (c) Where and how attached
21. Bursting pressure 1000 psi Hydrostatic test 400 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 51 Signed Sun Shipbuilding & D.D.Co.
(Manufacturer)

Form No. 841D Printed in U.S.A. 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, 19**51**, 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.

COISSIONS:

Natl. Bd. 1653;

Penna. 31

J. F. Bonney
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
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 120-3-16 (Specify)
Date Last Inspected: 02/21/2024 # Violations Last Inspection: 0
Violations Corrected: 0
Aggregate Tank Capacity: 60000gal.

Tank Size	New	Exist	AG	UG
2/30000gal.				

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 30,000gal. 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 Capacity⁴		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) _____

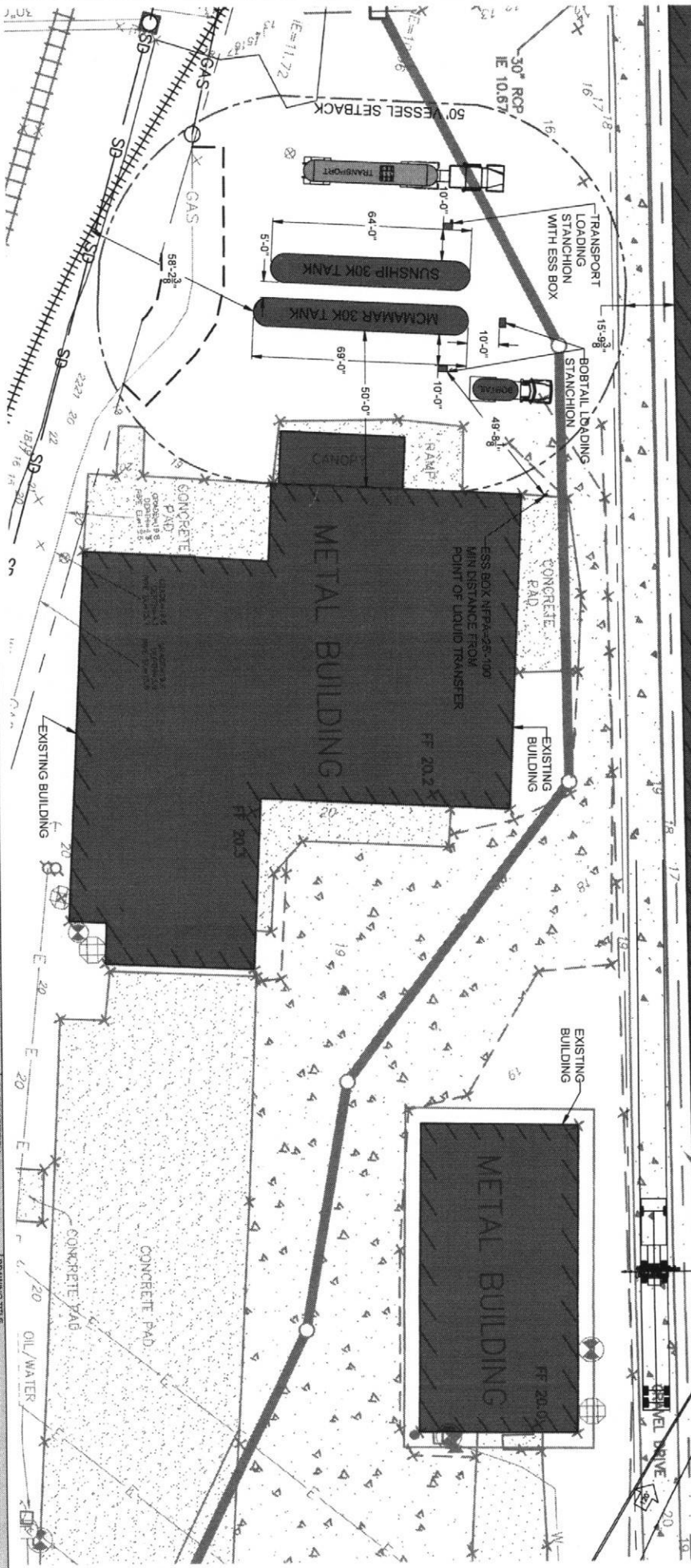
l) Location and distances to Assembly, Educational or Institutional Occupancies surrounding the facility, if any, within 250 feet from the facility boundary in the direction of the assets:
N/A

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.



EXISTING
 DSI WAREHOUSE
 DIM #1-0009-07-002



REV		DATE		DESCRIPTION		REV BY		CHNG BY		APP'D BY	
A		01/05/2023		FOR REVIEW		W. HINSON		F. SWANGER			

REVISIONS		COPYRIGHT		COMPANY		JOB NUMBER		JOB DESCRIPTION		DRAWING TITLE	
1						TRANSTECH ENERGY	CC00002269	BULK PLANT	LAYOUT	SITE LAYOUT	
2						14527 US 64 ALTERNATE WEST	FERRILL GAS	PORT WENTWORTH GA		BULK PLANT AREA - NFPA 58	
3						ROCKY MOUNT NC 27801	DRAWN BY	CHECKED BY	APPROVED BY	PROPERTY SETBACK REQUIREMENTS	
4						888.206.4563	William Hinson			DRAWING NO.	
5						www.transtechenergy.com	DATE	SCALE	PAPER SIZE	B - RM - CC00002269 - 41.0 - 100	
							N/A		11x17	REV	

1 Birkhead Rd
 Port Wentworth, GA
 31407

Radford University Community Center

POST OFFICES

WYOMING

25

2000

Google Earth

Image Landsat / Copernicus

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		NFPA 58 Section Reference (2020 edition)
					Required by NFPA 58 (applicable edition)	Installed on the container	
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.

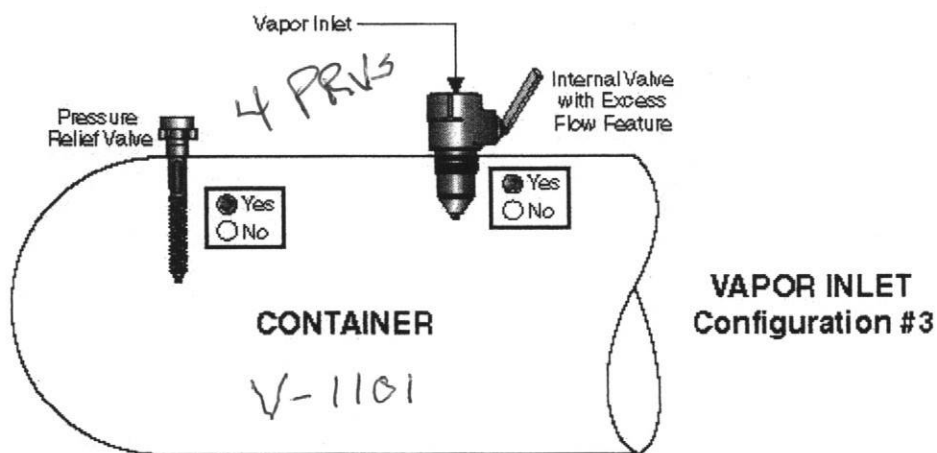
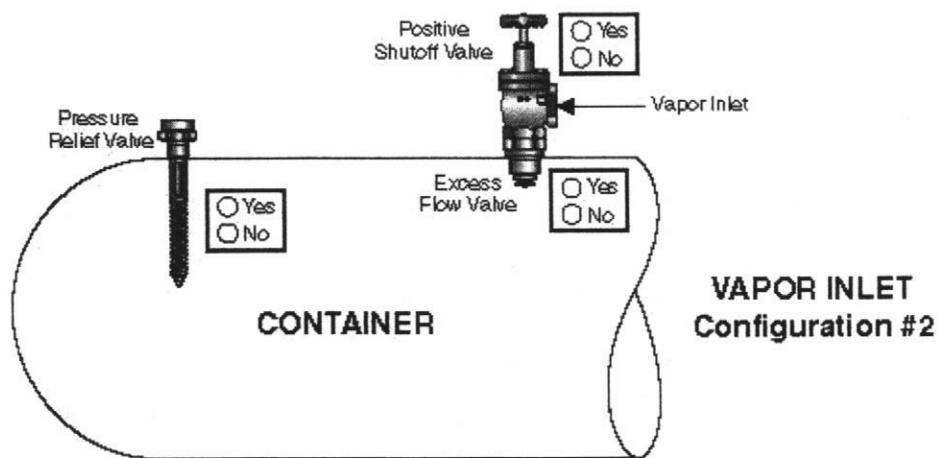
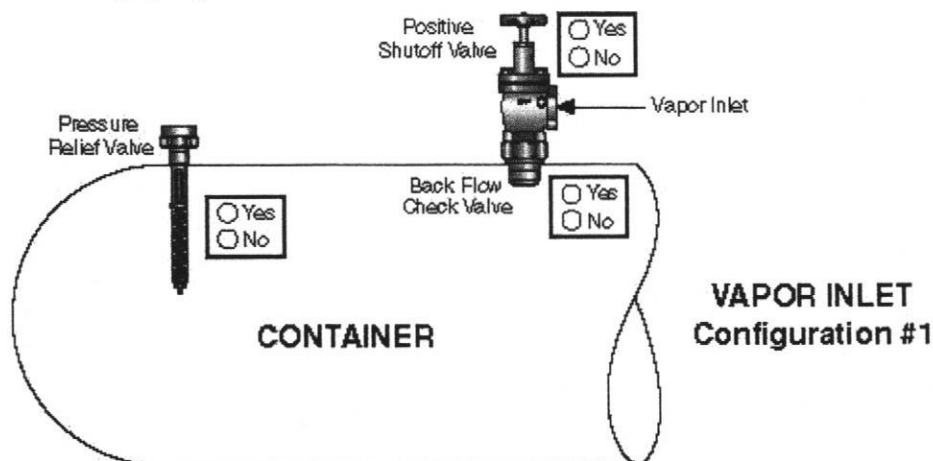


Figure 5-2: Vapor Inlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons

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.

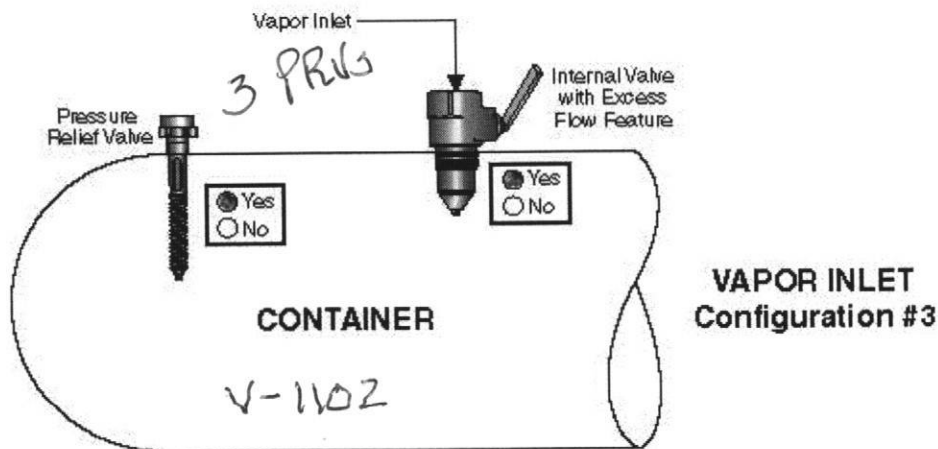
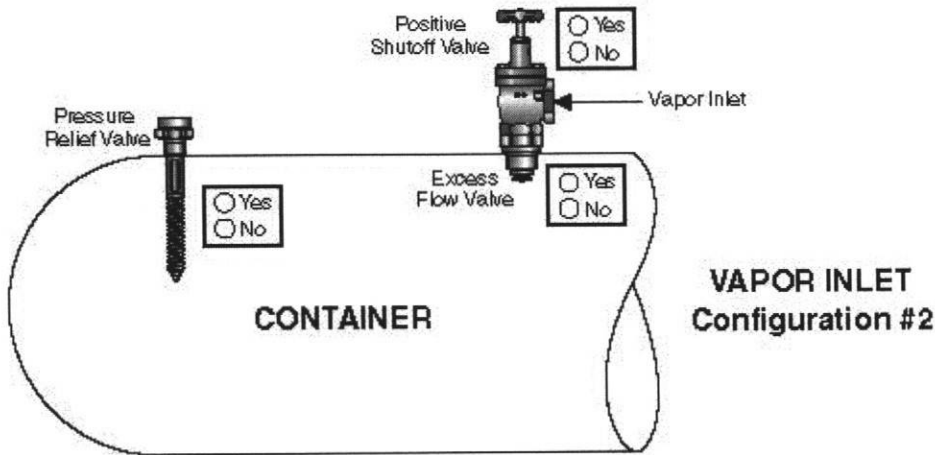
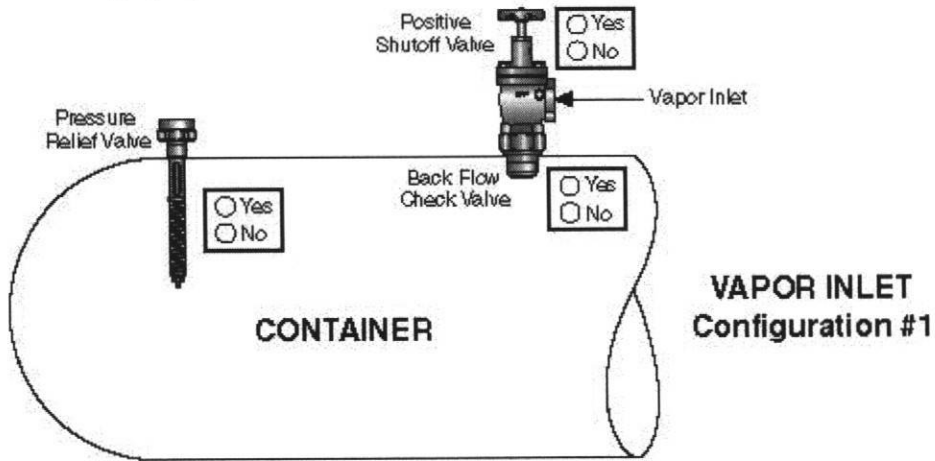


Figure 5-2: Vapor Inlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons

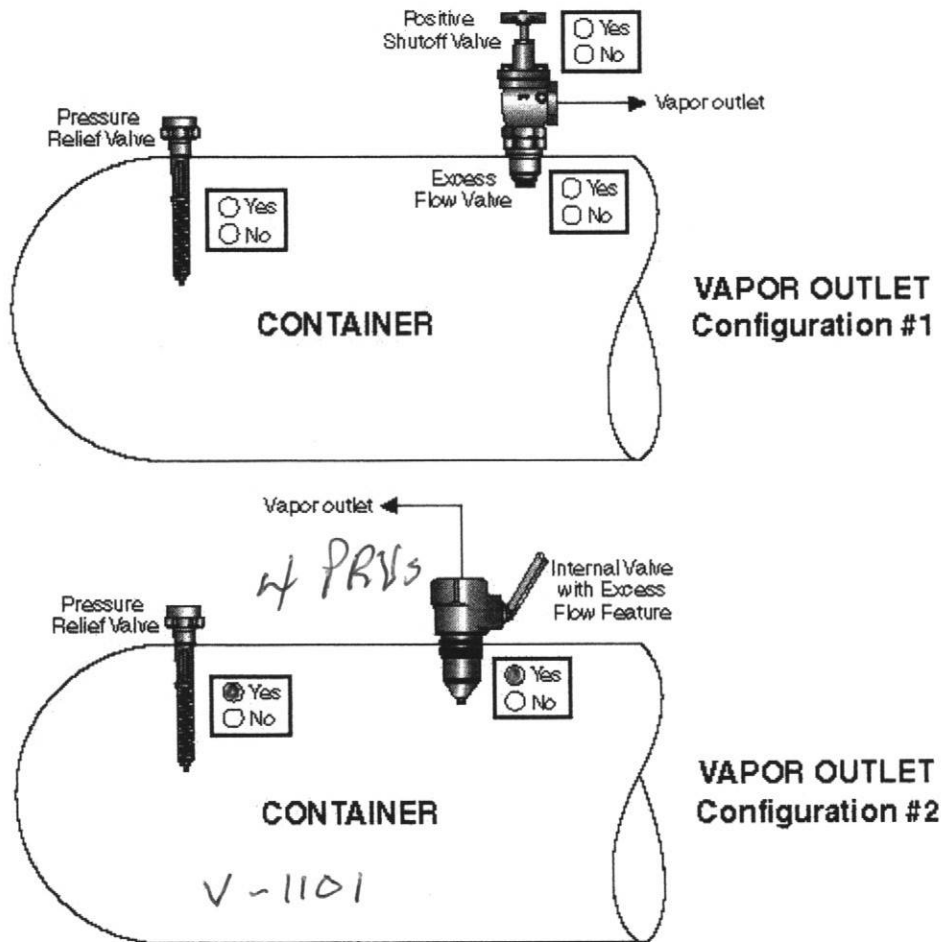


Figure 5-3: Vapor Outlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons

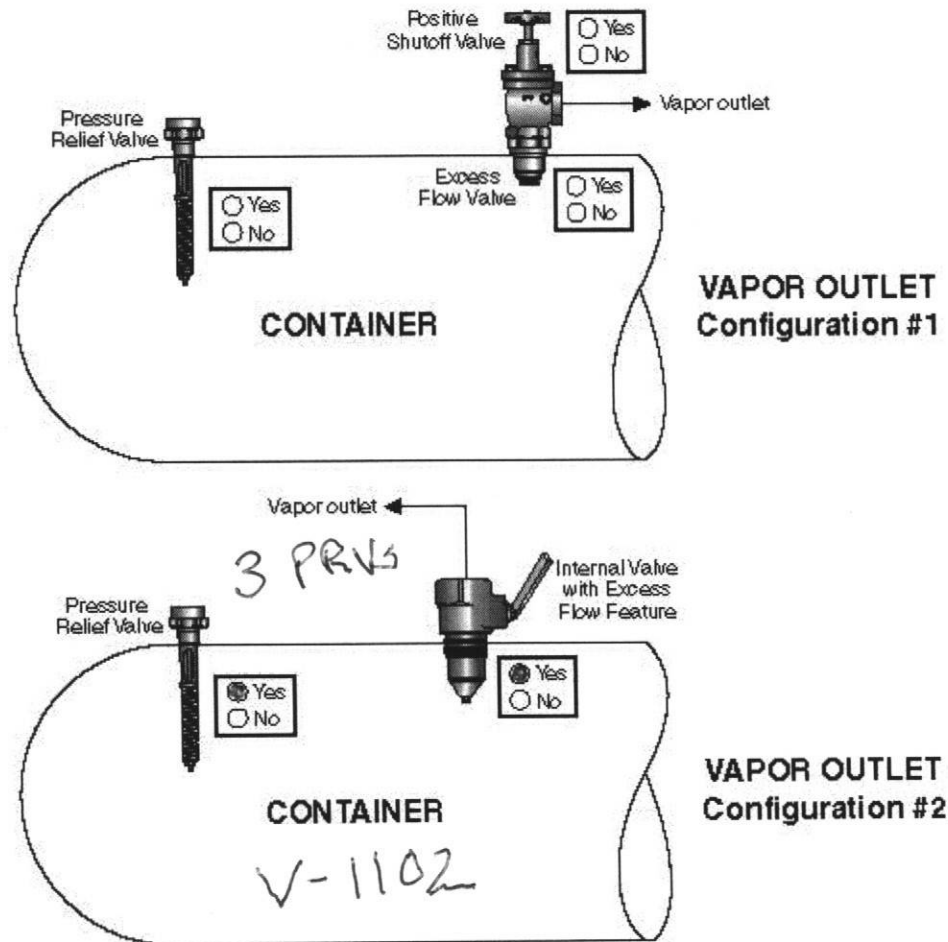


Figure 5-3: Vapor Outlet Appurtenances on Containers of Water Capacity Greater Than 4,000 Gallons

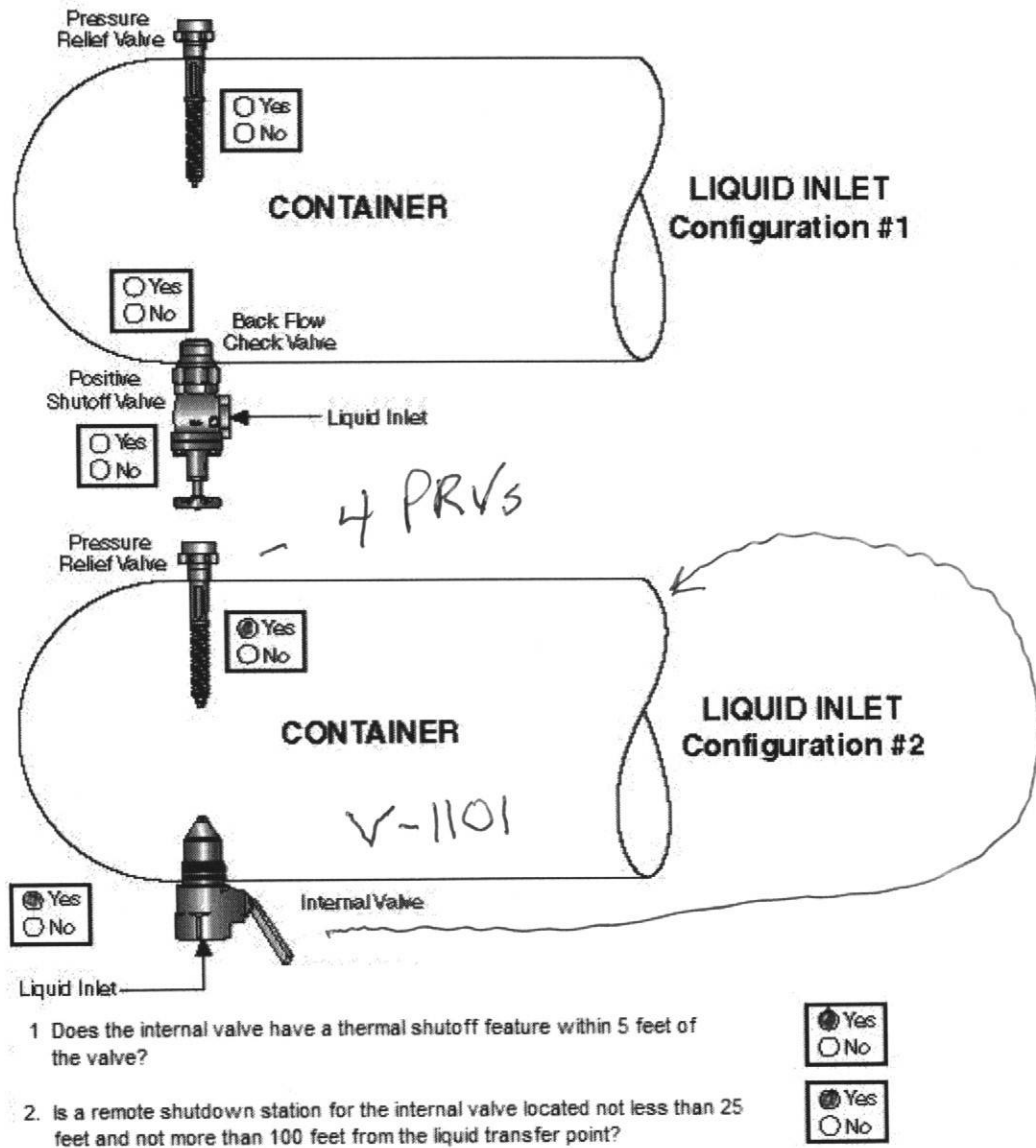


Figure 5-4 Liquid Inlet Valves on Containers With Water Capacity Greater Than 4,000 Gallons in New installations

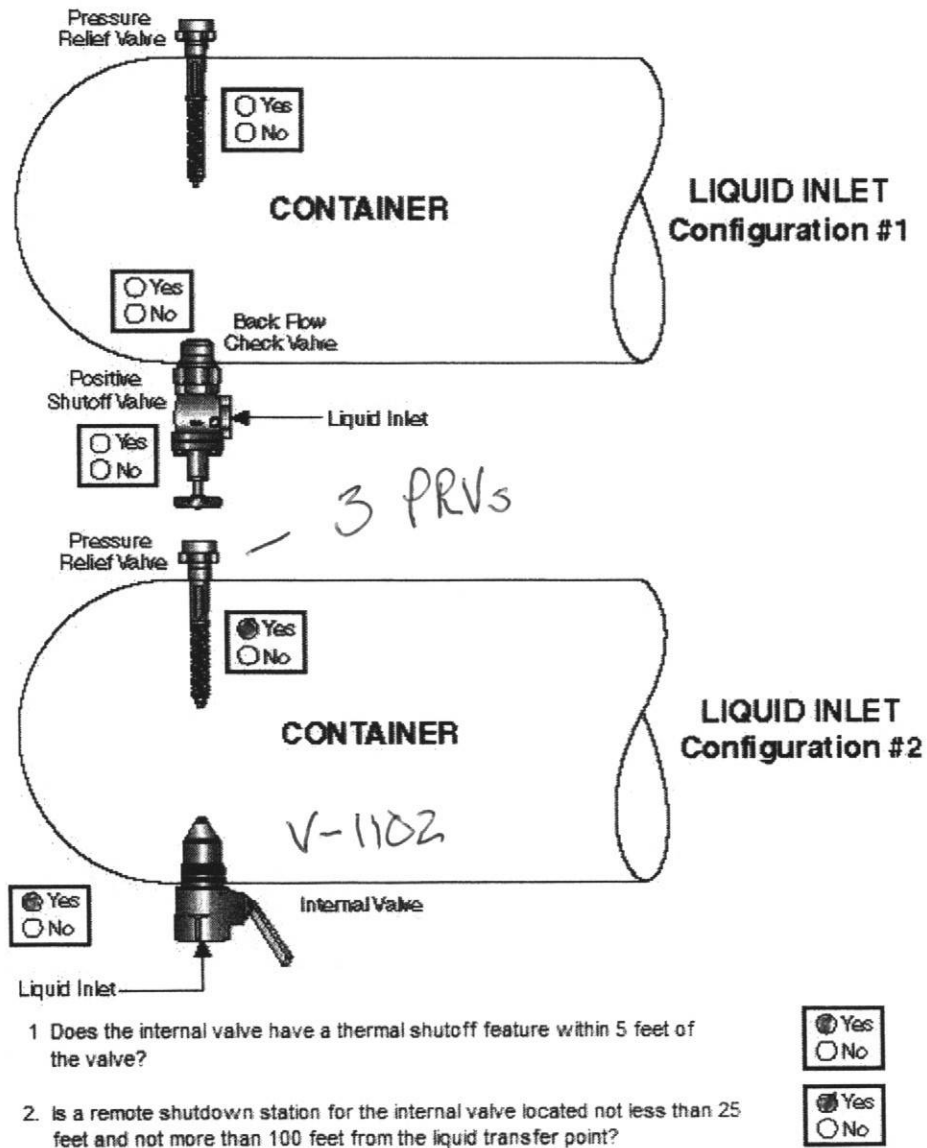


Figure 5-4 Liquid Inlet Valves on Containers With Water Capacity Greater Than 4,000 Gallons in New installations

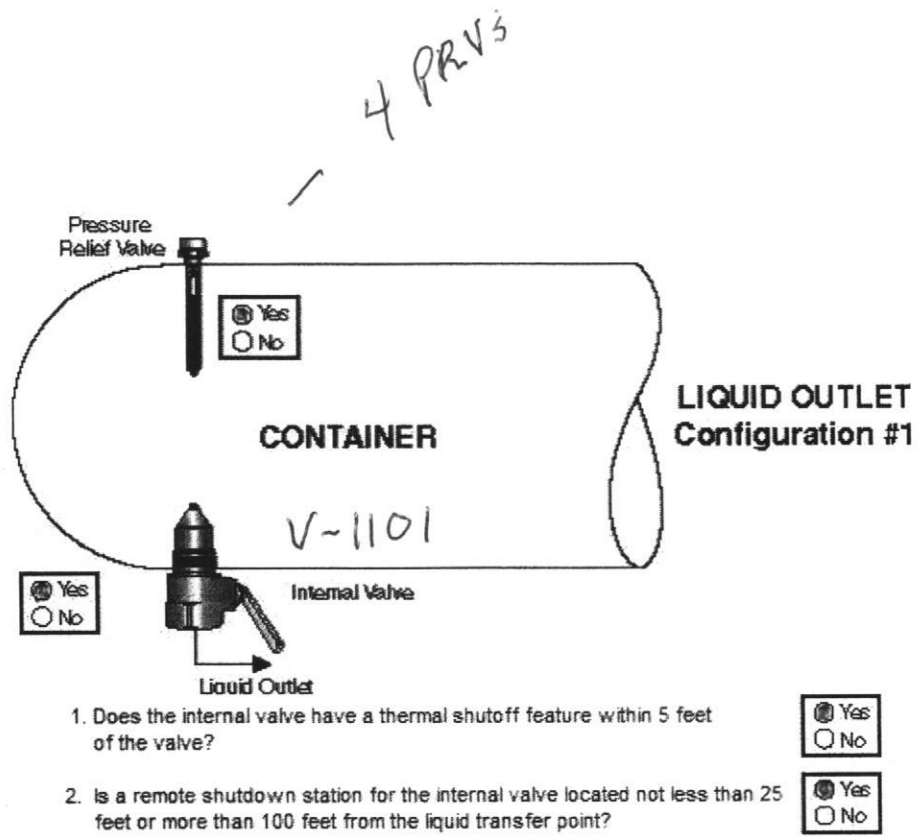


Figure 5-6: Liquid Outlet Valves on Containers with Water Capacity Greater Than 4,000 Gallons in New Installations

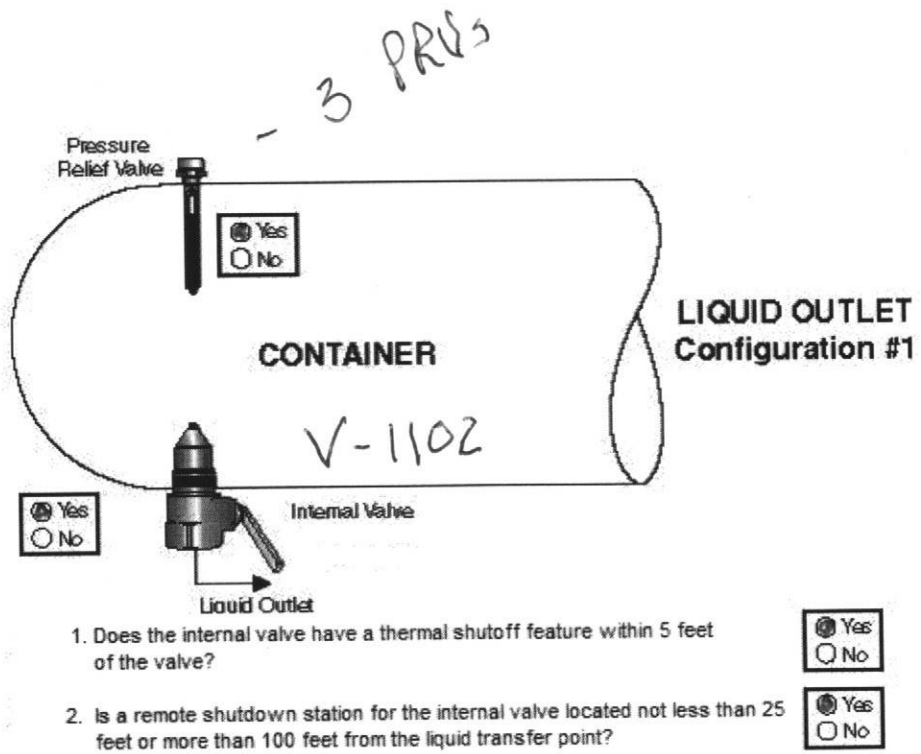


Figure 5-6: Liquid Outlet Valves on Containers with Water Capacity Greater Than 4,000 Gallons in New Installations

Form 5.3
Requirements for Transfer Lines of 1½-inch Diameter or Larger,
Liquid-into-Containers

A Item #	B Appurtenance (Either No. 1 or No. 2)**	C Appurtenance Provided with the Feature	D E Installed in the facility?		F NFPA 58 Section Reference (2020 edition)
			Yes	No	
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.2
		Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.6
		Manually operated remote shutoff feature provided for ESV.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.8
2	Backflow check valve (BCK)**	Installed downstream of the hose or swivel-type connection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.3
		BCK is designed for this specific application.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.8
3	Debris protection ++	Liquid inlet piping is designed or equipped to prevent debris and foreign material from entering the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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 Item #	B Appurtenance	C Appurtenance Provided with the Feature	D Installed in the facility?		E NFPA 58 Section Reference (2020 Edition)
			Yes	No	
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.2
		Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.6
		Manually operated remote shutoff feature provided for ESV.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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 Item #	B Appurtenance	C Appurtenance Provided with the Feature	D		E	F
			Installed in the facility?		NFPA 58 Section Reference (2020 Edition)	
			Yes	No		
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.14.2
		Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.14.6
		Manually operated remote shutoff feature provided for ESV.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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 Item #	B Appurtenance	C Appurtenance Provided with the Feature	D Installed in the facility?		F NFPA 58 Section Reference (2020 edition)
			Yes	No	
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.2
		Automatic shutoff through thermal (fire) actuation element with maximum melting point of 250 °F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.6
		Manually operated remote shutoff feature provided for ESV.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.14.8
2	Backflow check valve (BCK)**	Installed downstream of the hose or swivel-type connection.	<input type="checkbox"/>	<input type="checkbox"/>	6.14.3
		BCK is designed for this specific application.	<input type="checkbox"/>	<input type="checkbox"/>	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.	<input type="checkbox"/>	<input type="checkbox"/>	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.	<input type="checkbox"/>	<input type="checkbox"/>	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 I t e m #	B Description		C Features	D Installed in the facility?			E NA	F NFPA 58 Section Reference (2020 edition)
				Yes	No	NA		
1	Container sizes for which the appurtenances are provided		Appurtenances and redundant fail-safe equipment are provided for <u>each</u> container of water capacity 2,001 gal. through 30,000 gal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			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	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.3.1 and 6.30.3.2
			Positive shutoff valve installed as close as practical to the internal valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.3.4
3	Liquid or vapor inlet		Internal valve having internal excess-flow valve or backflow check valve (BCK)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.3.5
			Positive shutoff valve installed as close as possible to the internal valve or the backflow check valve (BCK)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			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	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6.21.2.6 (1) and 6.30.4
		Flow only into railroad tank car	Approved emergency shutoff valve or backflow check valve (BCK) installed in the transfer hose or the swivel-type piping at the tank car end	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6.21.2.6 (2) and 6.30.4
5	Cargo tank transfer		Protection provided in accordance with 6.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.4.1
6	Automatic closure of all primary valves (IV & ESV) in an emergency		By thermal (fire) actuation	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.4.2
			Actuated by a hose pull-away due to vehicle motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.4.2
7	Manually operated remote shutdown of IV and ESV		Remote shutdown station within 15 ft. of the point of transfer	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.4.3 (A)
			Another remote shutdown station between 25 ft. and 100 ft. of the transfer point	<input checked="" type="checkbox"/>	<input type="checkbox"/>			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).	<input checked="" type="checkbox"/>	<input type="checkbox"/>			6.30.4.3
			Signs complying with the requirements of 6.30.4.3 (C) provided	<input checked="" type="checkbox"/>	<input type="checkbox"/>			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 Item	C Features	D Installed in the facility?			E NA	F 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		6.21.4.2
		Are at least two means of emergency egress (gates) from the enclosure provided? NOTE: Write "NA" (not applicable) if: (i) The area enclosed is less than 100 ft ² , or (ii) The point of transfer is within 3 ft. of the gate, or containers are not filled within the enclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		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 Sources of Ignition and Requirements Pertaining to Adjacent Combustible Materials	C			D	E NFPA 58 Section Reference (2020 Edition)
		Is the Facility compliant?				
		Yes	No	NA		
1	Are combustible materials not closer than 10 ft. from each container?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6.5.3.6
3	Are electrical equipment and wiring installed per Code requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		6.25.2
4	Is open flame equipment located and used according to Code?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		6.25.3.1
5	Are ignition control procedures and requirements during liquid transfer operations complied with?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		9.3.5 and 9.4.7
8	Is the prohibition on smoking within the facility premises strictly enforced?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		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 Container Size Range in gal (W.C.)	C Separation between a property line, important building or other property and the <u>nearest</u> container which is	D Minimum Distance (ft.)	E F Is the Facility compliant?			G NFPA 58 Section Reference (2020 Edition)
				Yes	No	NA	
1	501 through 2,000	Above Ground	25	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6.4.1, 6.4.2 and Table 6.4.1.1
		Underground or Mounded	10	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		Between containers	3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2	2,001 through 30,000	Above Ground	50	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		Underground or Mounded	50	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		Between containers	5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3	30,001 through 70,000	Above Ground	75	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Underground or Mounded	50	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		Between containers	¼ sum of diameters of adjacent containers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	70,001 through 90,000	Above Ground	100	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		Underground or Mounded	50	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		Between containers	¼ sum of diameters of adjacent containers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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 Type of Exposure within or outside the facility boundary	C Check if exposure is present	D Minimum Distance (ft)	E Is the Facility compliant?		G NFPA 58 Section Reference (2020 Edition)	
				Yes	No		
1	Buildings, mobile homes, recreational vehicles, and modular homes with at least 1-hour fire-rated walls	<input type="checkbox"/>	10	<input type="checkbox"/>	<input type="checkbox"/>	6.7.2 and Table 6.7.2.1	
2	Buildings with other than at least 1-hour fire-rated walls	<input checked="" type="checkbox"/>	25	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3	Building wall openings or pits at or below the level of the point of transfer	<input checked="" type="checkbox"/>	25	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4	Line of adjoining property that can be built upon	<input checked="" type="checkbox"/>	25	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5	Outdoor places of public assembly, including school yards, athletic fields, and playgrounds	<input type="checkbox"/>	50	<input type="checkbox"/>	<input type="checkbox"/>		
6	Public ways, including public streets, highways, thoroughfares, and sidewalks	From points of transfer in LP-Gas dispensing stations and at vehicle fuel dispensers	<input type="checkbox"/>	10	<input type="checkbox"/>		<input type="checkbox"/>
		From other points of transfer	<input checked="" type="checkbox"/>	25	<input checked="" type="checkbox"/>		<input type="checkbox"/>
7	Driveways	<input type="checkbox"/>	5	<input type="checkbox"/>	<input type="checkbox"/>		
8	Mainline railroad track centerlines	<input checked="" type="checkbox"/>	25	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9	Containers other than those being filled	<input type="checkbox"/>	10	<input type="checkbox"/>	<input type="checkbox"/>		
10	Flammable and Class II combustible liquid dispensers and the fill connections of containers	<input type="checkbox"/>	10	<input type="checkbox"/>	<input type="checkbox"/>		
11	Flammable and Class II combustible liquid aboveground containers and filling connections of underground containers	<input type="checkbox"/>	20	<input type="checkbox"/>	<input type="checkbox"/>		
12	LP-Gas dispensing device located close to a Class I liquid dispensing device	<input type="checkbox"/>	10	<input type="checkbox"/>	<input type="checkbox"/>	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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bulkhead Bollards	
3	Entryway into plant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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°F) for 60 minutes. Hole size is 1/4" 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).			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Institutional Occupancies (Elderly Persons Homes or Nursing Homes, Hospitals, Alcohol & Drug Rehabilitation Centers, Prisons).			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Educational Occupancies (Elementary Schools, Day Care facilities, etc.).			<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Metal cutting, welding, and metal fabrication	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Industrial manufacturing that can pose external hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Ports, rail yards and trans-shipment terminals handling flammable and explosive materials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Other operations that may pose hazards (gasoline and other hazardous material dispensing stations, fertilizer storage, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.
6B		"Firefighter II" level.
7A	Number of firefighters who would:	Respond on the first alarm to the facility.
7B		Respond on the first alarm and who are qualified to the operations level requirements of NFPA 472 or <u>similar</u> local requirements.
7C		Respond on the first alarm with specific knowledge and training on the properties of LP-Gas and LP-Gas fires.
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.
8B		Would respond on a first alarm.

Form 8.2
Response Time Data for the Fire Departments

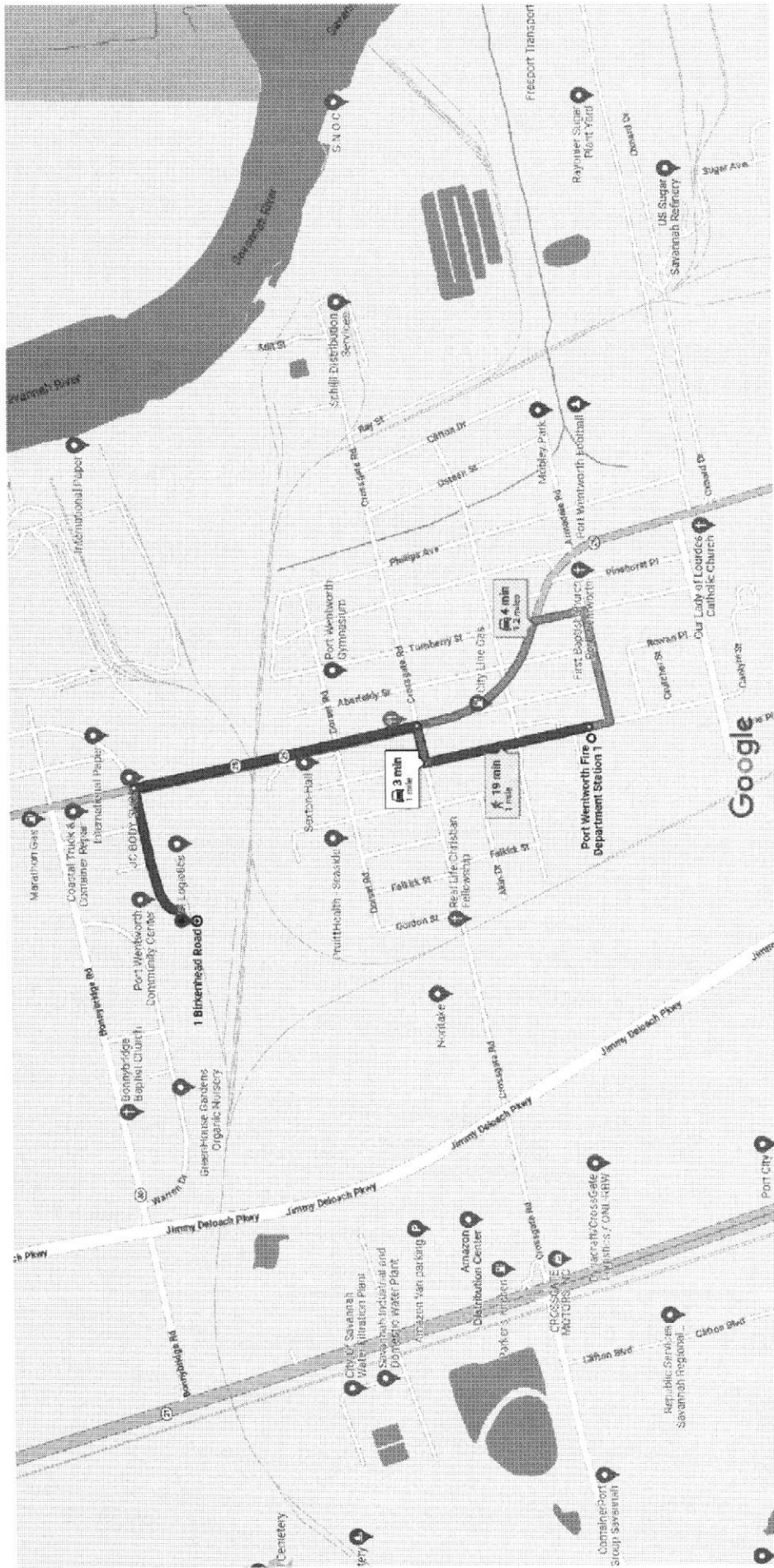
A	B	C	D	E
Company or Department	Time in Minutes for			
	Alarm Receipt & Handling	Turnout	Travel	Total Time
Port Wentworth Station 1	1	1	3	5

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 Drive 1.0 mile, 3 min
Birkenhead Rd, Port Wentworth, GA 31407

Ferrellgas Port Wentworth GA



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 (ft ²)	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		
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 <input checked="" type="checkbox"/>					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/ft²) 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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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	
			Hydrant 2	1,190	
			Hydrant 3		
2	A nearby static water source (stream, pond, lake, etc.).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Distance to water source = _____ feet Time to set up relay = _____ minutes Rate of delivery = _____ gpm		
3	Only through mobile water tanker shuttle.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time to set up shuttle = _____ minutes 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

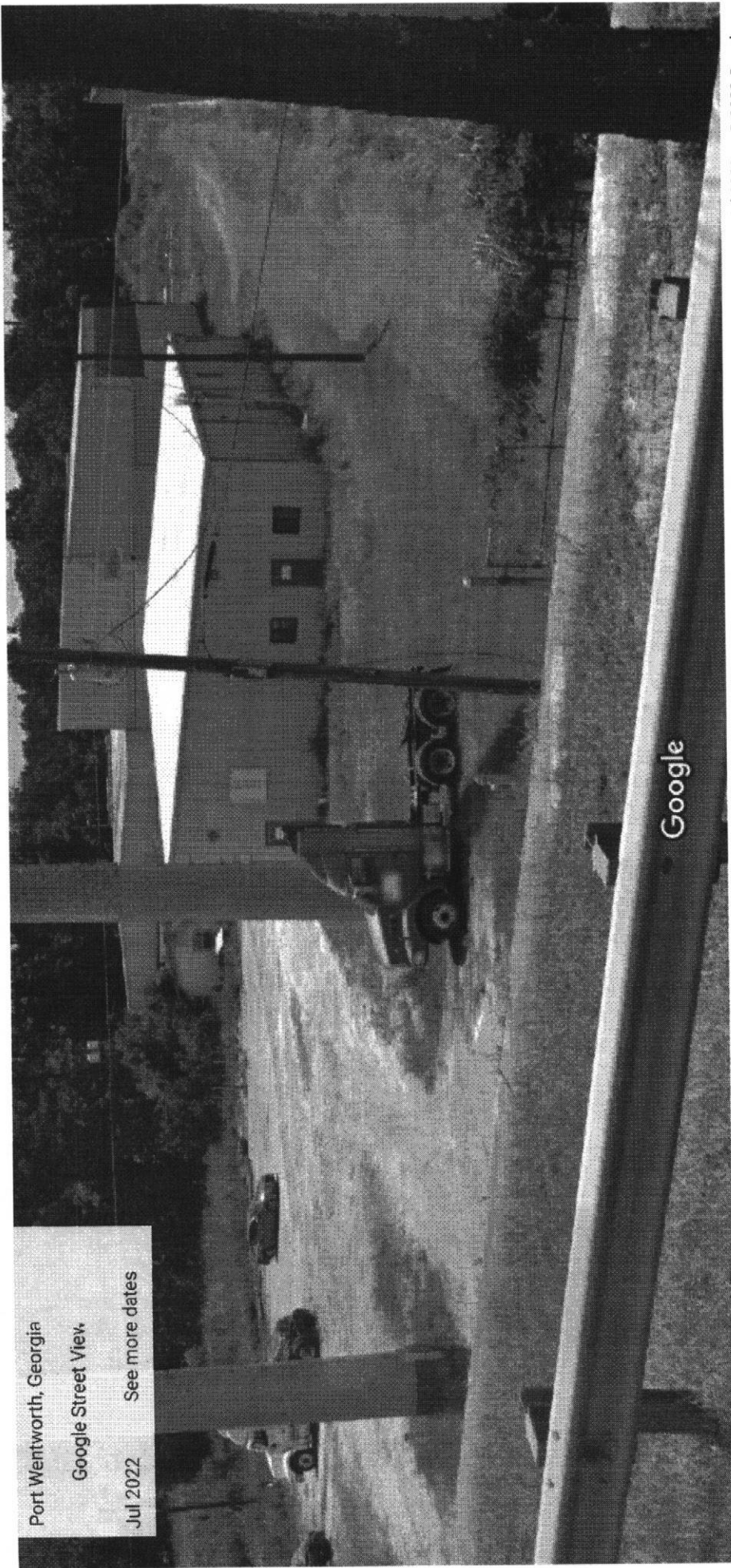
- Hydrant locations



Google Maps

N Coastal Hwy

Hydrant #1



Port Wentworth, Georgia
Google Street View
Jul 2022 See more dates

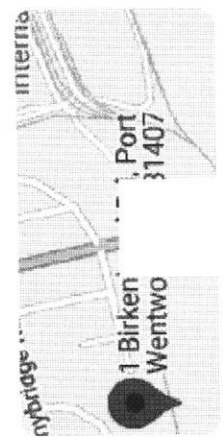


Image capture: Jul 2022 © 2023 Google

Google Maps

44 Appleby Rd
Hydrant #2

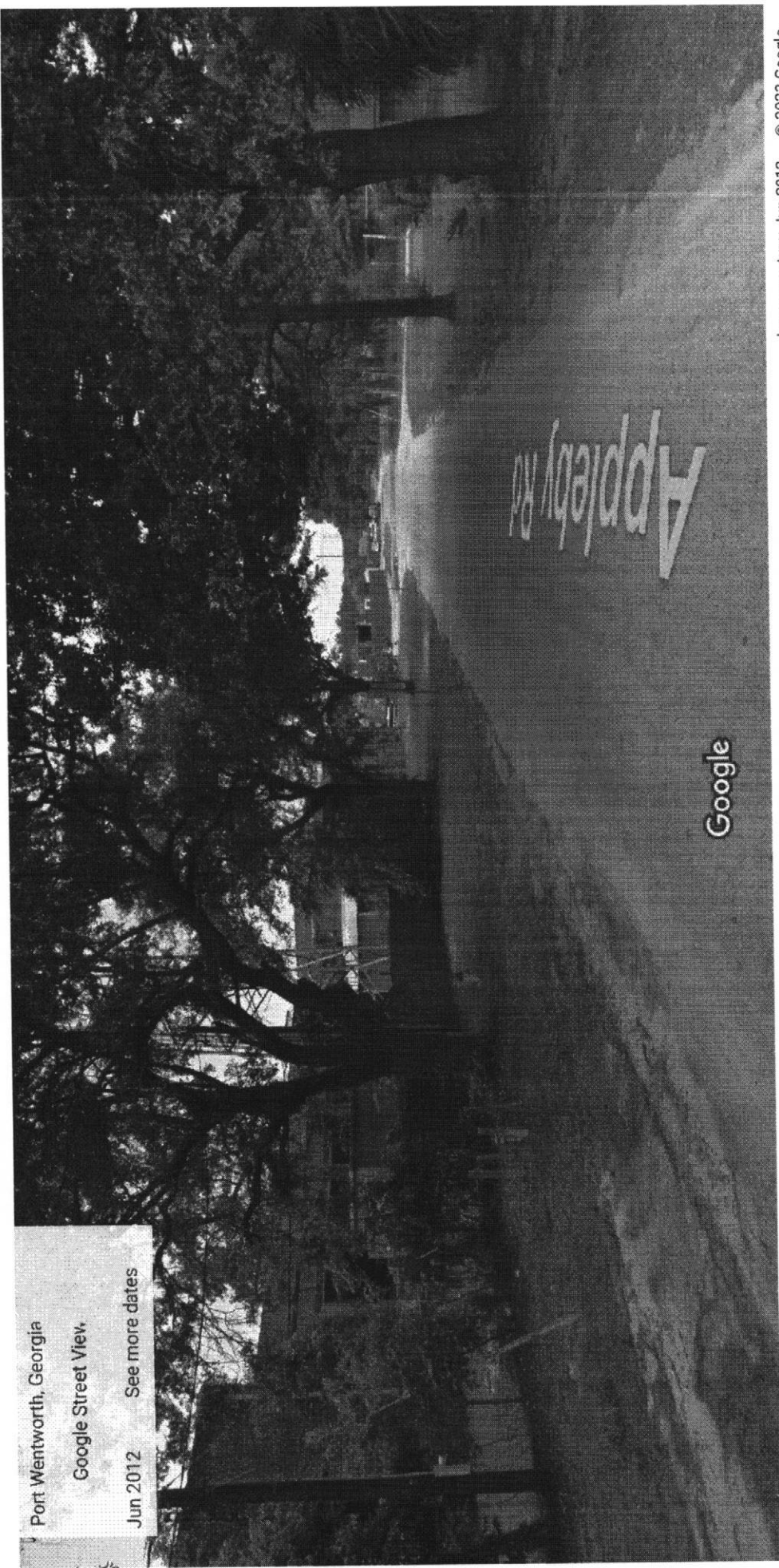
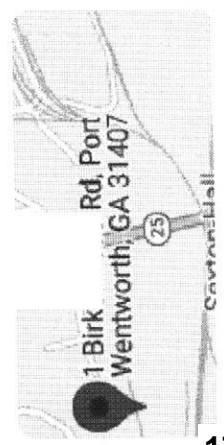


Image capture: Jun 2012 © 2023 Google

Port Wentworth, Georgia
Google Street View
Jun 2012 See more dates



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 Item #	B Description		C Features	D Proposed for the facility?			E NA	F 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.3.1 and 6.30.3.2	
			Positive shutoff valve installed as close as possible to the internal valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.3.4	
3	Liquid or vapor inlet		Internal valve with internal excess flow valve or Backflow check valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.3.5	
			Positive shutoff valve installed as close as possible to the internal valve or the backflow check valve (BCK).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6.21.2.6 (2) and 6.30.4.1	
5	Cargo tank transfer		Protection provided in accordance with 6.14	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.4.1	
6	Automatic closure of all primary valves (IV & ESV) in an emergency		By thermal (fire) actuation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.4.2	
			Actuated by a hose pull-away due to vehicle motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.4.2	
7	Manually operated remote shutdown of IV and ESV		Remote shutdown station within 15 ft. of the point of transfer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.4.3 (A)	
			Another remote shutdown station between 25 ft. and 100 ft. of the transfer point?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		6.30.4.3	
			Signs complying with the requirements of 6.30.4.3 (C) provided?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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.

D

D

C

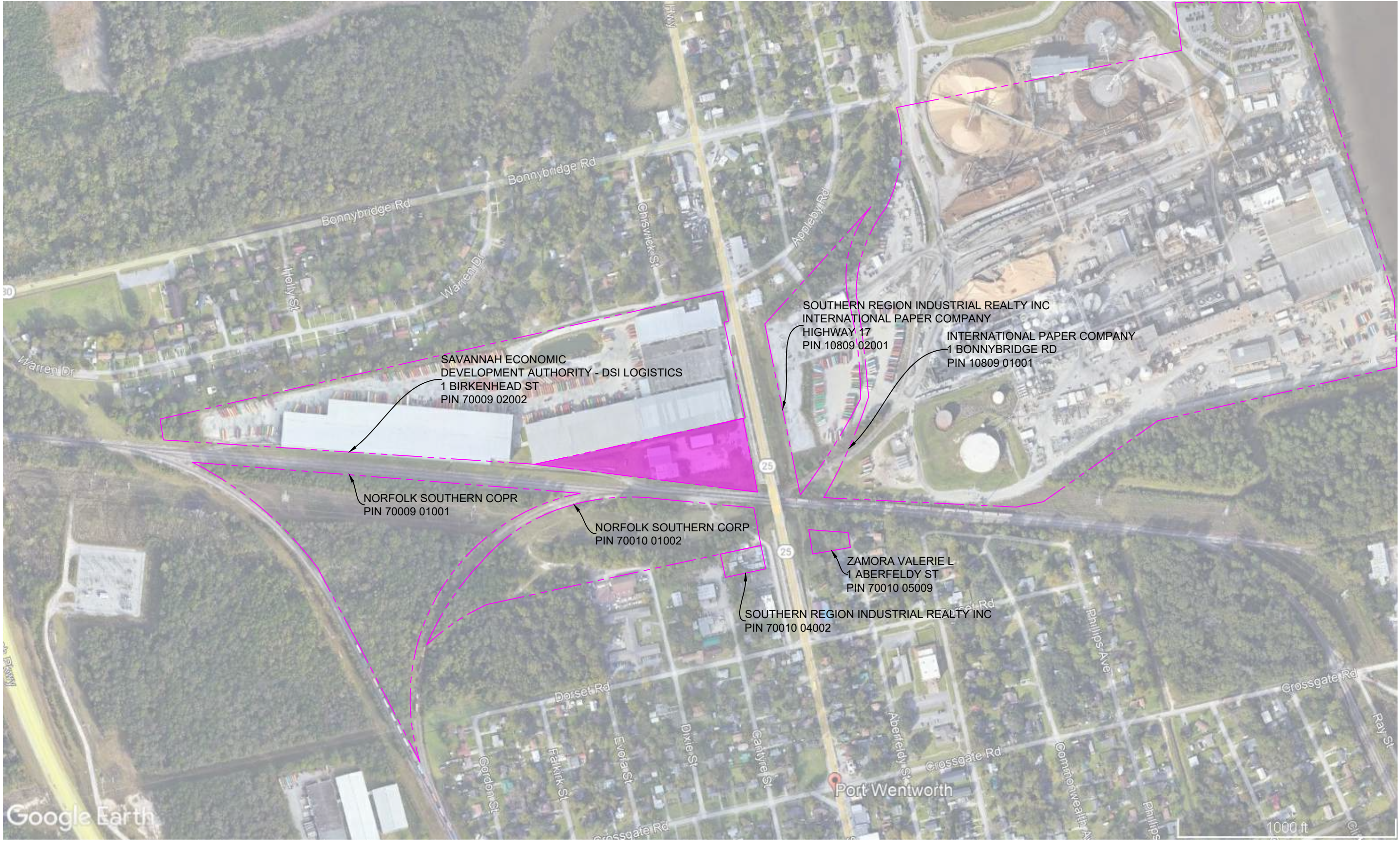
C

B

B

A

A




REVISIONS					
REV	DATE	DESCRIPTION	REV BY	CHK'D BY	APP'D BY
A	04/23/2024	FOR REVIEW	W. HINSON		

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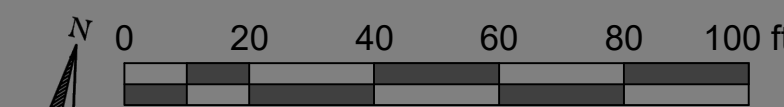
COMPANY



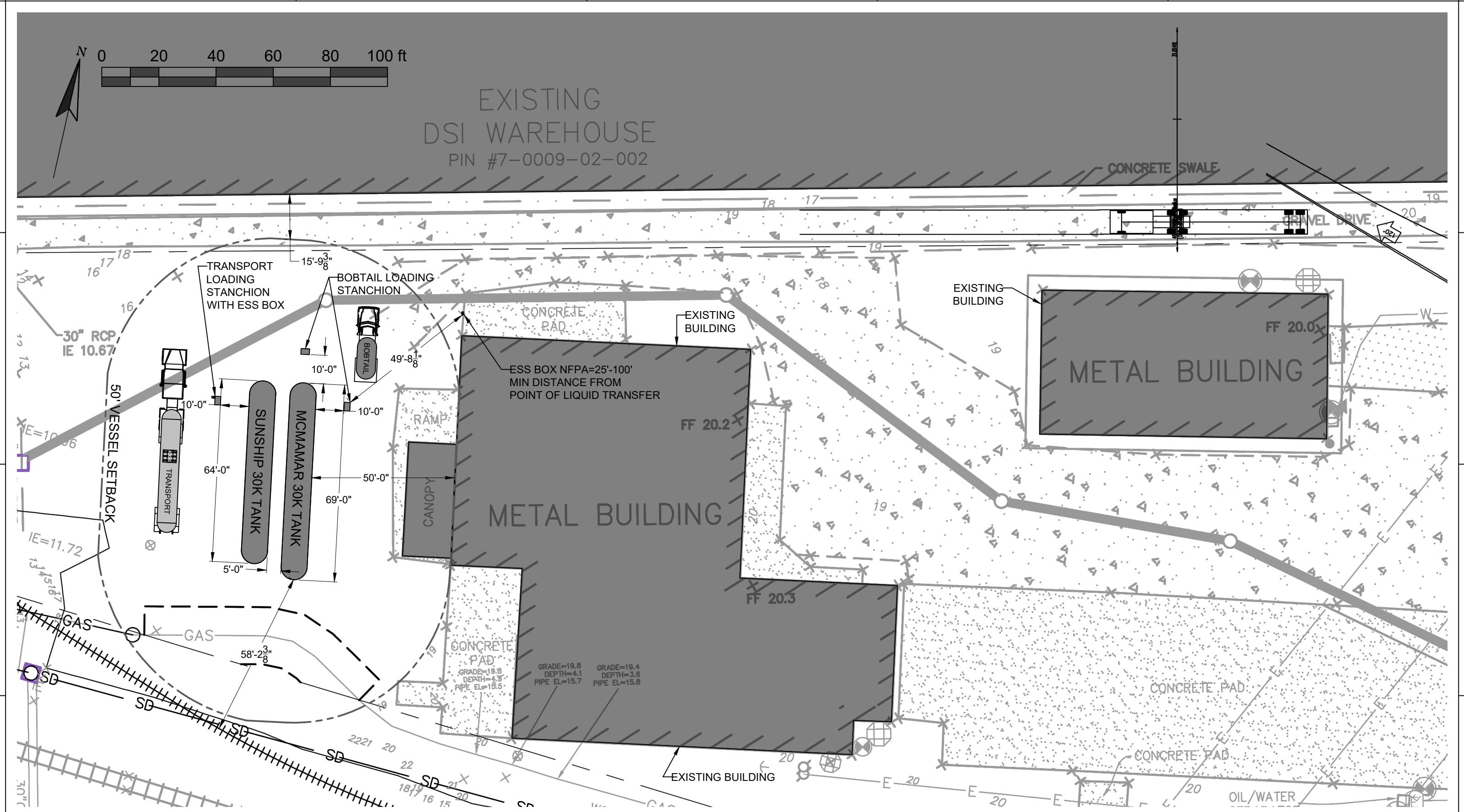
TRANSTECH ENERGY
14527 US 64 ALTERNATE WEST
ROCKY MOUNT NC 27801
888.206.4563
www.transtechenergy.com

JOB NUMBER	JOB DESCRIPTION	
CO00002269	BULK PLANT	
FACILITY NAME	LOCATION	
FERRELL GAS	PORT WENTWORTH, GA	
DRAWN BY	CHECKED BY:	APPROVED BY:
WilliamHinson		
DATE:	SCALE	PAPER SIZE
	N/A	11x17

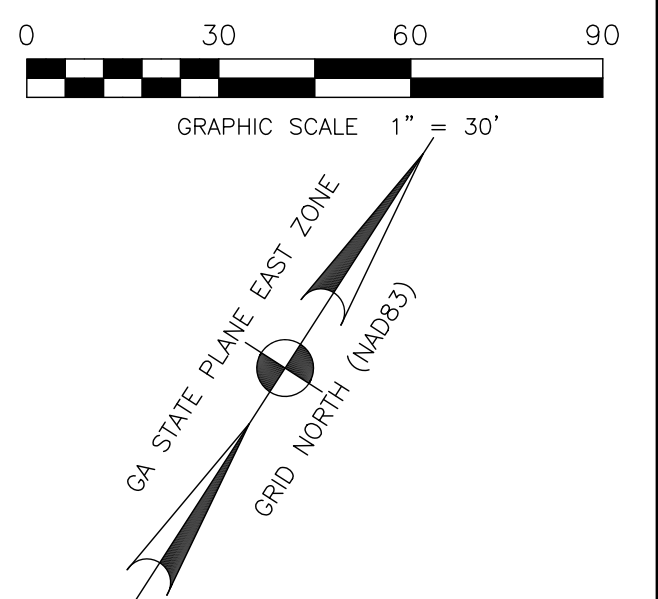
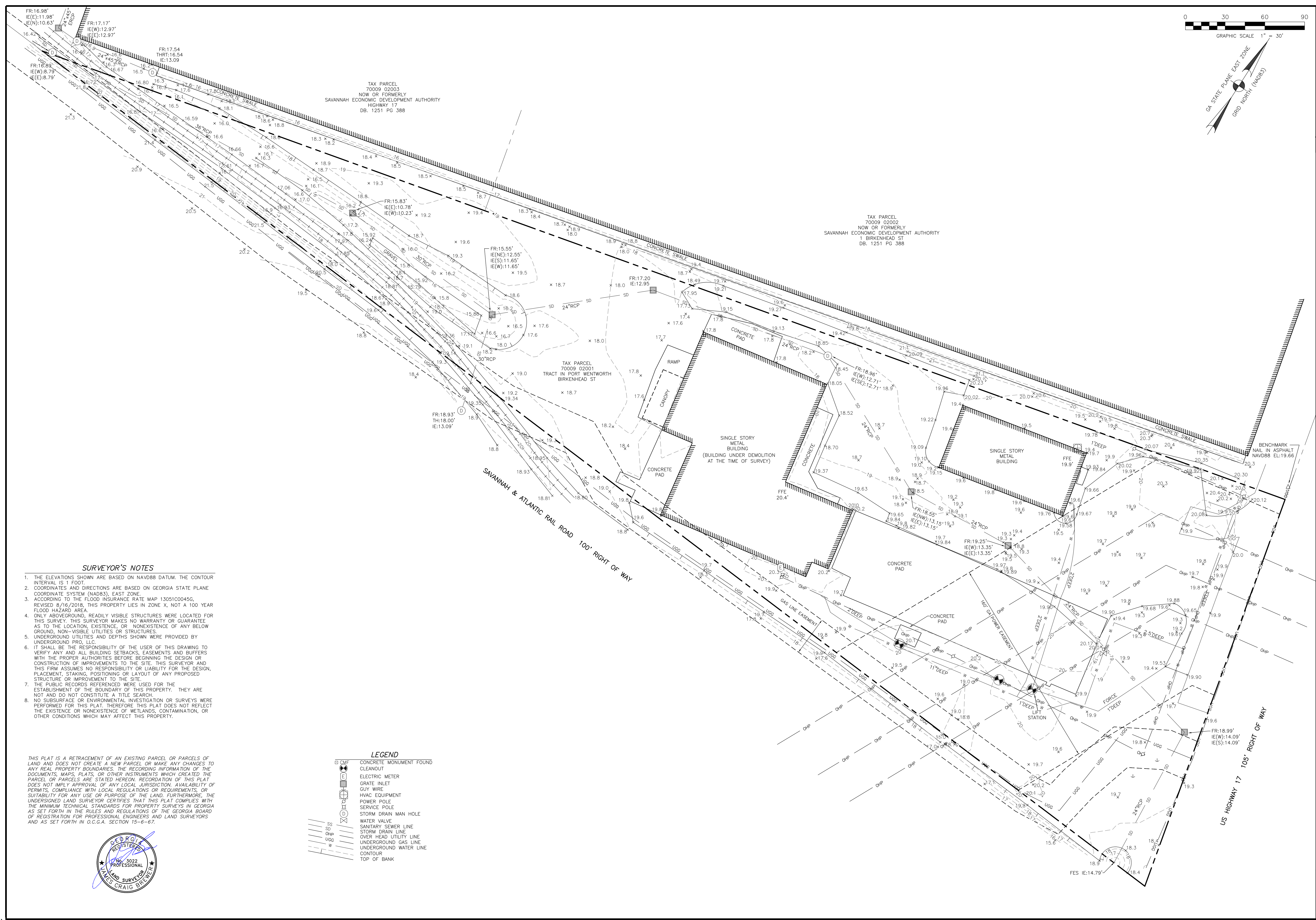
DRAWING TITLE
LAYOUT SITE LAYOUT SURROUNDING PROPERTIES - 300' SETBACK
DRAWING NO.
B - RM - CO00002269 - 4LO - 101



EXISTING
DSI WAREHOUSE
PIN #7-0009-02-002



REVISIONS						COPYRIGHT	COMPANY		JOB NUMBER			JOB DESCRIPTION			DRAWING TITLE			
REV	DATE	DESCRIPTION			REV BY	CHK'D BY	APP'D BY	TRANSTECH ENERGY 14527 US 64 ALTERNATE WEST ROCKY MOUNT NC 27801 888.206.4563 www.transtechenergy.com		CO00002269			BULK PLANT			LAYOUT SITE LAYOUT BULK PLANT AREA - NFPA 58 PROPERTY SETBACK REQUIREMENTS		
A	01/25/2023	FOR REVIEW			W. HINSON	P. SWANGER				FACILITY NAME			LOCATION					
								FERRELL GAS			PORT WENTWORTH, GA							
								DRAWN BY			CHECKED BY:	APPROVED BY:						
								William Hinson						DRAWING NO.				
								DATE:			SCALE		PAPER SIZE		DRAWING NO.			
											N/A		11x17		B - RM - CO00002269 - 4LO - 100			



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A TOPOGRAPHIC SURVEY OF
3.56 ACRES KNOWN AS TAX PARCEL 70009 02001
 CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

PREPARED FOR:
DISTRIBUTION SERVICE INTERNATIONAL

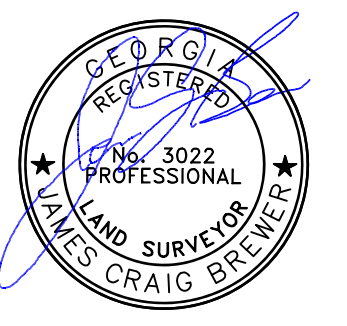
SURVEYOR'S NOTES

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.

LEGEND

	CONCRETE MONUMENT FOUND
	CLEANOUT
	ELECTRIC METER
	GRATE INLET
	GULLY WIRE
	HVAC EQUIPMENT
	POWER POLE
	SERVICE POLE
	STORM DRAIN MAN HOLE
	WATER VALVE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	OVER HEAD UTILITY LINE
	UNDERGROUND GAS LINE
	UNDERGROUND WATER LINE
	CONTOUR
	TOP OF BANK



PROJECT #:	230650
FIELD DATES:	9/11/2023
PLAT DATE:	10/19/2023
LAST REVISED:	N/A
DRAWN BY:	CAL
SCALE:	1"=30'
SHEET: 1 OF 1	