



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

Meeting: 11/30/23 07:00 PM  
Department: Development Services  
Category: Ordinance  
Prepared By: Melanie Ellis  
Department Head: Melanie Ellis

Submitted

**AGENDA ITEM (ID # 2904)**

DOC ID: 2904

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

**Issue/Item:** Zoning Map Amendment Application submitted by Steven & Janet Hester for PIN # 70978 05016 (440 Meinhard Rd) to Rezone from R-1 (Single-Family Residential) to C-2 (General Commercial) Zoning District (1st Reading).

**Background:** This parcel is currently being used as a single family home residence. There are several buildings on the subject property.

**Facts and Findings:** The total amount of property to be rezoned is 12.27 acres. The applicant is requesting to rezone the property from R-1 (Single-Family Residential) to C-2 (General Commercial). The applicant submitted a concept of uses such as a Luxury Hotel & Convention Center and Institutional Development. Access will be off of Meinhard Road. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area. This project is located in City Council District 3.

**Funding:** N/A

**Recommendation:** The Planning Commission will hear this application on November 13, 2023 at 3:30 P.M. / **UPDATE: The Planning Commission voted unanimously to recommend to Deny the application.**

**ATTACHMENTS:**

- ZMA Hester Farms 440 Meinhard 2023 - Application (PDF)
- ZMA Hester Farms 440 Meinhard 2023 - Plat Map & Basic Concept Plan (PDF)
- Meinhard - Letter of Invite to Neighborhood Rezoning Meeting (PDF)
- Meinhard Neighborhood Meeting Report, Oct 2 (PDF)
- ZMA Hester Farms 440 Meinhard 2023 - Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Steven M Janet N Hester Phone # 912.655.2513

Mailing Address: 440 Meinhard Road PW, GA 31407

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

Use back if more than one owner

Owner Address: 440 Meinhard Road, PW, GA 31407

PIN #'s: 70978 05016 # of Acres 12.27

Zoning Classification: Present RA Requested C2
Use of Property: Present Residential Requested General Commercial

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

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

Blank lines for explanation of zoning change.

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.
4. Site Plan of proposed use of property.
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.

Notary Public signature



Signature of Applicant: Steven M Hester

Signature of Applicant: Janet N. Hester

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

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

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

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

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"



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





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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



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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



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.



LOAN #: 2011543

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* 7-27-20<sup>20</sup> (Seal)  
STEVEN HESTER DATE

*Janet Hester* 7-27-20<sup>20</sup> (Seal)  
JANET N HESTER DATE

*[Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public, Georgia  
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

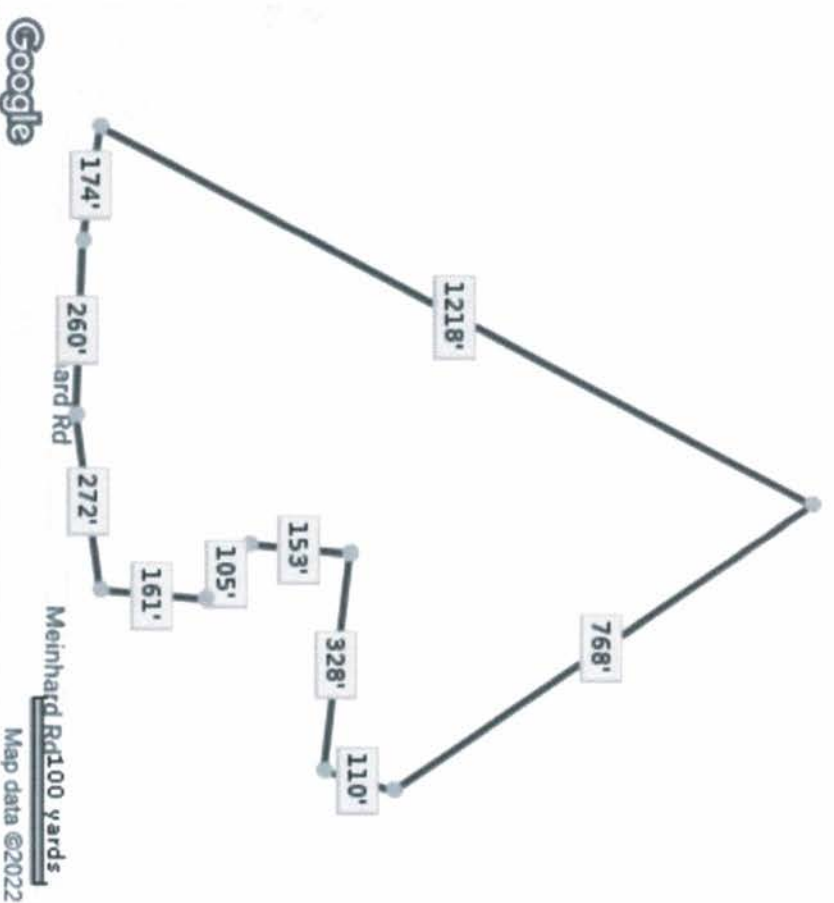
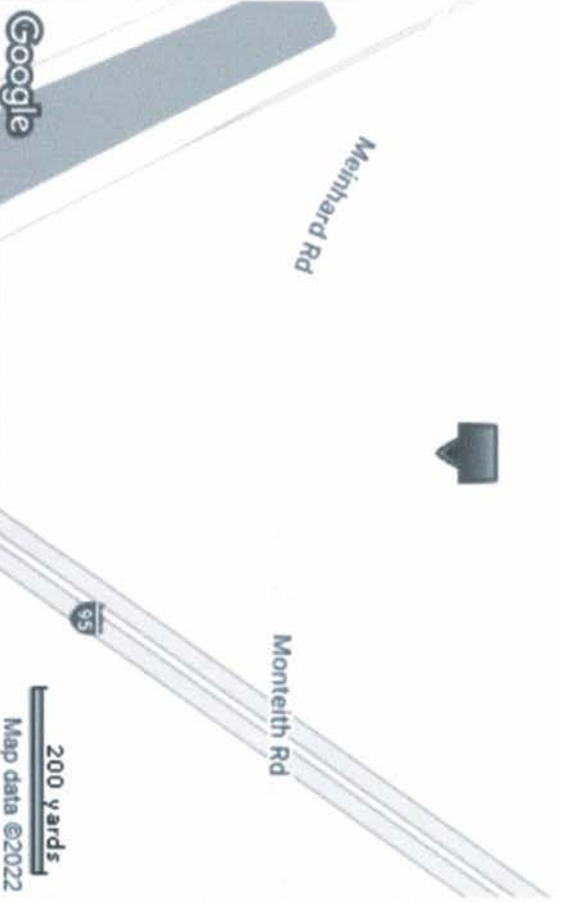
Port Wentworth, GA 31407

PIN 70978 05017

Mailing Address :

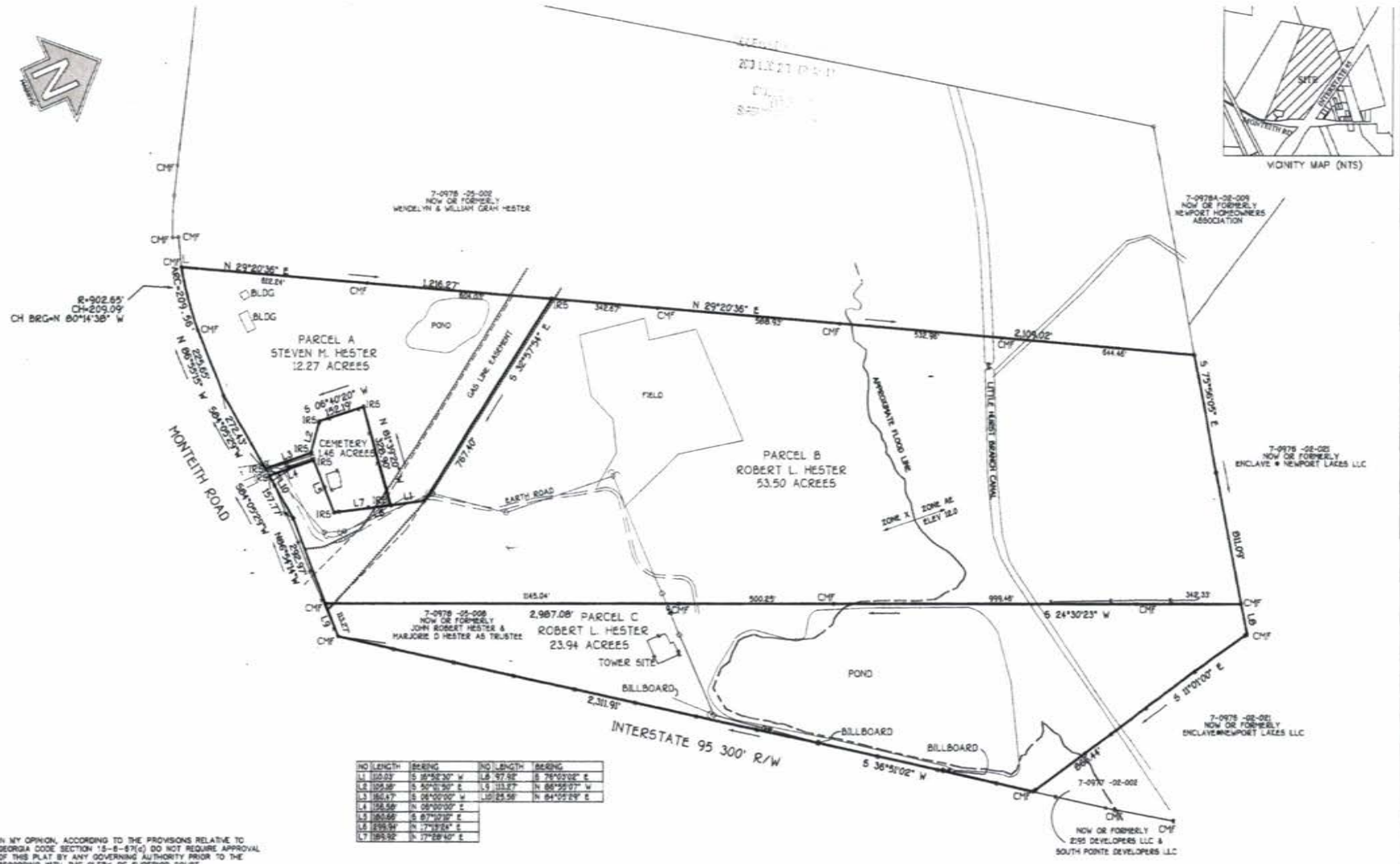
P.O. Box 4

Bluffton, SC 29910



\*Lot Dimensions are Estimated

Steve & Janet Hester  
 440 Meinhard Rd  
 70978 05016



NO	LENGTH	BEARING	NO	LENGTH	BEARING
L1	100.03	S 89°52'30" W	L8	97.92	S 76°00'00" E
L2	105.89	S 50°00'30" E	L9	113.87	N 88°55'07" W
L3	180.47	S 04°00'00" W	L10	102.58	N 84°02'24" E
L4	182.58	N 05°00'00" E	L11	182.58	N 05°00'00" E
L5	185.58	S 87°00'00" E	L12	185.58	S 87°00'00" E
L6	185.58	N 77°00'00" E	L13	185.58	N 77°00'00" E
L7	185.58	N 77°00'00" E			

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.

BY - IRON PIPE FOUND  
 BS - IRON ROD SET  
 CM - CONC. MONUMENT FOUND



EQUIPMENT USED: TOPOCON ELECTRONIC TOTAL STATION  
 ANGULAR ERROR PER POINT = 04"  
 ADJUSTED BY COMPASS RULE  
 PLAT ERROR OF CLOSURE: 1/800,000  
 FIELD ERROR OF CLOSURE: 1/21,200  
 FIELD SURVEY DATE: 12-30-2010

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



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

PLAT OF A DIVISION OF THE ROBERT HESTER ESTATE, BEING PORTIONS OF LOTS 2, 3, & 4 AND A 23.94 ACRE PORTION OF SAID ESTATE NORRIS SUBDIVISION 0TH G.M. DISTRICT, PORT WENTWORTH CHATHAM COUNTY, GEORGIA

FOR: ROBERT L. HESTER AND STEVEN M. HESTER

45P-13

DATE: 12-22-2010

SCALE: 1" = 200'

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




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

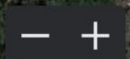


Perimeter  3,621 ft 

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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](#)

Location and sharing icons

3D, Street View, and map navigation controls

# Steve Hester

440 Meinhard Road, Port Wentworth, GA 31407

912.655.2513

hestersj@gmail.com

September 19, 2023

[REDACTED]  
[REDACTED]  
[REDACTED]

Dear Sir/Madam,

Please be advised that you are invited to attend a neighborhood meeting on Monday, October 2, 2023 regarding an upcoming rezoning request of my property located at 440 Meinhard Road, Port Wentworth, GA at 7:00 pm

This meeting is a requirement of the City of Port Wentworth rezoning process and must be held in the evening.

My property is currently zoned RA. We are requesting a zoning of C-2 so as to be more in line with the city's development plans.

Sincerely yours,

Steve Hester



## 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, 1<sup>st</sup> 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 28<sup>th</sup> 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.

**Project Timeline**

Project Number: 230250

Project Name: ZMA Hester Farms 440 Meinhard 2023

Applicant: Steven & Janet Hester

Owner: Steven & Janet Hester

Planning Commission Date:

Council Date:

- 07.17.2023 – Application received incomplete (SC)
- 07/20/2023 – Meeting with Att. Scott to discuss application
- 07/21/2023 – Emailed & mailed letter addressing missing information
- 07/23/2023 – Response from Hannah addressing missing information
- 07.28.2023 - Letter stating Legal Description/Deed Book was received
- 08.14.2023 – Letter mailed & emailed requesting the need for a DRI
- 08.15.2023 – Received DRI (SC)
- 10/25/2023 – Public Hearing Notice Letters mailed out to APO's
- 10/25/2023 – Public Hearing notice sent to newspaper to be ran on Monday, Oct. 30, 2023
- 10/26/2023 – Public hearing signs posted on property.



# CITY OF PORT WENTWORTH

## PLANNING COMMISSION

NOVEMBER 13, 2023

Council Meeting Room

Regular Meeting

3:30 PM

7224 GA HIGHWAY 21  
PORT WENTWORTH, GA 31407

### 1. CALL MEETING TO ORDER

Chairman Jason Stewart called the meeting to order.

### 2. PRAYER AND PLEDGE OF ALLEGIANCE

Commissioner Register led the Prayer and Pledge of Allegiance.

### 3. ROLL CALL - SECRETARY

Attendee Name	Title	Status	Arrived
Lance Moore	Planning Commissioner	Present	
Omar Senati-Martinez	Planning Commissioner	Present	
Abby Brown	Planning Commissioner	Absent	
Jason Stewart	Chairman	Present	
Christopher Gray	Planning Commissioner	Absent	
Nishant Randerwala	Planning Commissioner	Present	
Charlene Middleton	Planning Commissioner	Present	
Sean Register	Planning Commissioner	Present	
Melanie Ellis	Building Official	Present	

### 4. APPROVAL OF AGENDA

#### 1. APPROVAL OF AGENDA

Table item 6.B. by applicant request.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Sean Register, Planning Commissioner  
**SECONDER:** Lance Moore, Planning Commissioner  
**AYES:** Moore, Senati-Martinez, Randerwala, Middleton, Register  
**ABSENT:** Brown, Gray

### 5. ADOPTION OF MINUTES

#### A. Planning Commission - Regular Meeting - Sep 11, 2023 6:30 PM

**RESULT:** ACCEPTED [UNANIMOUS]  
**MOVER:** Omar Senati-Martinez, Planning Commissioner  
**SECONDER:** Nishant Randerwala, Planning Commissioner  
**AYES:** Moore, Senati-Martinez, Randerwala, Middleton, Register  
**ABSENT:** Brown, Gray

### 6. ZONING MAP AMENDMENTS (REZONING)

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

Hannah Hester was present on behalf of the applicant. Ms. Hester gave a overview of the project.

Public Hearing: There were no public comments.

After the public hearing was closed, Mr. Register made the statement that usually when you are looking at something like this there is a reason why or something in motion so there is a need for it to be done, like a client or project, and if he heard that he would give it more consideration. Chief Moore stated he thinks that we could use a little more information to be able to make a decision. Ms. Middleton agreed that more information is needed. Commissioner Randerwala agreed that more information is needed. Mr. Stewart asked Ms. Hester if there was a letter of intent from someone to be placed on the property. Ms. Hester stated there is not but they are in pursuit of those. Mr. Stewart asked if there had been any traffic analysis. Ms. Hester responded that on the site plan there is a proposed road that connects from Meinhard to the New Park road. After several minutes of discussion, Commissioner Senati-Martinez made a motion to recommend to deny the application to City Council. Commissioner Middleton seconded the motion to recommend denial. The vote to recommend to deny the application to City Council was unanimous.

**RESULT:**            **APPROVED [UNANIMOUS]**  
**MOVER:**            Omar Senati-Martinez, Planning Commissioner  
**SECONDER:**        Charlene Middleton, Planning Commissioner  
**AYES:**             Moore, Senati-Martinez, Randerwala, Middleton, Register  
**ABSENT:**            Brown, Gray

- B. Zoning Map Amendment Application submitted by Hannah Hester for PIN #'s 7-0977-01-002A, 004, 008, 010, 011, 012, 013, 014, 015, 016 / 7-0977A-01-001, 002, 003, 004, 005 / 7-0979-01-011, 015, 014 (110 & 134 Ferguson Rd., 240, 228, 230, 220, 216, 212, 208, 314, 306, 257, 269, 239 Monteith Rd., Body of Christ Church & Ministries Properties, Jessie Mae Beckett(Washington) Property & Jonathan Williams Property on Monteith Rd.) to Rezone from R-1 (Single-Family Residential) to I-1 (Industrial) Zoning District

**RESULT:**            **DELAYED [UNANIMOUS]**        **Next: 12/11/2023 3:30 PM**  
**MOVER:**            Sean Register, Planning Commissioner  
**SECONDER:**        Lance Moore, Planning Commissioner  
**AYES:**             Moore, Senati-Martinez, Randerwala, Middleton, Register  
**ABSENT:**            Brown, Gray

**7. ZONING TEXT AMENDMENTS (ORDINANCES)**

**8. SITE PLAN/SUBDIVISION APPROVAL**

- A. Special Use Permit Application submitted by TR Long Engineering, P.C., on behalf of Clifton Landfill Inc, for PIN # 7-0913-01-010 (Clifton Blvd.) for outside storage for the 5.01 acres site in a I-1 (Industrial) Zoning District

The applicant Trent Long, TR Long Engineering, P.C., was present and gave a overview of the project.

Public Hearing - there were no public comments.

Commissioner Register made a motion to recommend approval to City Council. Commissioner Senati-Martinez seconded the motion to recommend approval to City Council. The vote was unanimous.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Sean Register, Planning Commissioner
<b>SECONDER:</b>	Omar Senati-Martinez, Planning Commissioner
<b>AYES:</b>	Moore, Senati-Martinez, Randerwala, Middleton, Register
<b>ABSENT:</b>	Brown, Gray

- B. Site Plan Review Application submitted by Clifton Landfill Inc., for PIN # 70913 01010 (Clifton Blvd) for a General Development Site Plan to allow a outdoor storage area in a I-1 (Industrial) Zoning district.

Trent Long, TR Long Engineering, P.C., was present on behalf of the applicant and gave a overview of the project.

Public Hearing - there were no public comments.

Commissioner Senati-Martinez made a motion to recommend approval to City Council. Commissioner Moore seconded the motion to recommend approval to City Council. The vote was unanimous.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Omar Senati-Martinez, Planning Commissioner
<b>SECONDER:</b>	Lance Moore, Planning Commissioner
<b>AYES:</b>	Moore, Senati-Martinez, Randerwala, Middleton, Register
<b>ABSENT:</b>	Brown, Gray

9. NEW BUSINESS

10. ADJOURNMENT

- A. Adjournment

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Omar Senati-Martinez, Planning Commissioner
<b>SECONDER:</b>	Nishant Randerwala, Planning Commissioner
<b>AYES:</b>	Moore, Senati-Martinez, Randerwala, Middleton, Register
<b>ABSENT:</b>	Brown, Gray

\_\_\_\_\_  
Chairman

The foregoing minutes are true and correct and approved by me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary



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

Meeting: 11/30/23 07:00 PM  
Department: Development Services  
Category: Planning/Zoning Item  
Prepared By: Melanie Ellis  
Department Head: Melanie Ellis

**Submitted**

**AGENDA ITEM (ID # 2902)**

DOC ID: 2902

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**Special Use Permit Application submitted by TR Long Engineering, P.C., on behalf of Clifton Landfill Inc, for PIN # 7-0913-01-010 (Clifton Blvd.) for outside storage for the 5.01 acres site in a I-1 (Industrial) Zoning District**

**Issue/Item:** Special Use Permit Application submitted by TR Long Engineering, P.C., on behalf of Clifton Landfill Inc, for PIN # 7-0913-01-010 (Clifton Blvd.) for outside storage for the 5.01 acres site in a I-1 (Industrial) Zoning District

**Background:** Existing land use is truck parking and closed landfill.

**Facts and Findings:** Special use permit for outside storage for the 5.01 acre site.

**Funding:** N/A

**Recommendation:** The Planning Commission will hear this application on November 13, 2023 at 3:30 PM. **/ UPDATE: The Planning Commission voted unanimously to recommend approval of the application.**

**ATTACHMENTS:**

- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-Application (PDF)
- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-AOPO(TR Long) (PDF)
- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-AOPO(Graves) (PDF)
- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-Property Plat (PDF)
- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-Legal Description (PDF)
- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-Concept (PDF)
- ZBOA Clifton Blvd-Setback Variance 2023-APO (PDF)



## 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): Clifton BLVD

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:  
70913 01010

Total acreage of subject property: 5.01 acres

Existing land use(s): Existing land use is truck parking and closed landfill

Zoning Classification: Industrial (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.

7.160 Outdoor Storage- We are requesting a special use permit for outside storage for the 5.01 acres site.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **4. Property Owner Information**

Name(s): CLIFTON LANDFILL INC Gina Mincey - President

Mailing Address: PO BOX 7003

City, State, Zip: SAVANNAH GA 31418-7003

Telephone: (912) 964-3181

E-Mail Address: GCMINC@AOL.COM

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

Name(s): CLIFTON LANDFILL INC

Mailing Address: PO BOX 7003

City, State, Zip: SAVANNAH GA 31418-7003

Telephone: (912) 964-3181

E-Mail Address: GCMINC@AOL.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.

**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  
12<sup>th</sup> day of October, 2023.

Cassandra Falk Casteel

Notary Public



[Handwritten 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: Not Applicable

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

  
Signature of Owner

Personally appeared before me

Gina Mincey

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

Cassandra Falk Casteel

Notary Public

October 12, 2023

Date



**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

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

Reference: Application filed on 12 November, 2023, for a Special Use Permit for the property described as follows:

5.01 Acres located on the lands of the Clifton Landfill, 8th GM District, Chatham County, Georgia.  
Parcel Number 70913 01010

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 gem*

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

*Sina Clifton Mincey*  
Signature of Applicant

Sworn to and subscribed before me this 12<sup>th</sup> day of October, 2023.

*Cassandra Falk Casteel*  
Notary Public



**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: T.R. LONG ENGINEERING, P.C. (Trent Long)

Address: 1000 Towne Center Blvd, Suite 304; Pooler, Georgia 31322

Telephone Number: 912-335-1046

  
Signature of Owner

Personally appeared before me

Gina Mincey

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

Cassandra Falk Casteel

Notary Public

October 12, 2023

Date



**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: Ross Graves

Address: 720 Amherst Road  
Gypsum, CO 81637

Telephone Number: 970.445.7188

  
Signature of Owner

Personally appeared before me

Gina Mincey

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

Cassandra Falk Castiel  
Notary Public

October 12, 2023  
Date



Type: PLAT  
 Recorded: 3/29/2023 8:11:00 AM  
 Fee Amt: \$10.00 Page 1 of 1  
 Chatham, Ga. Clerk Superior Court  
 Tammie Mosley Clerk Superior Court

Participant ID: 2379815242

**BK 53 PG 682**

THIS BLOCK RESERVED FOR THE  
 CLERK OF THE SUPERIOR COURT



**CERTIFICATION**

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

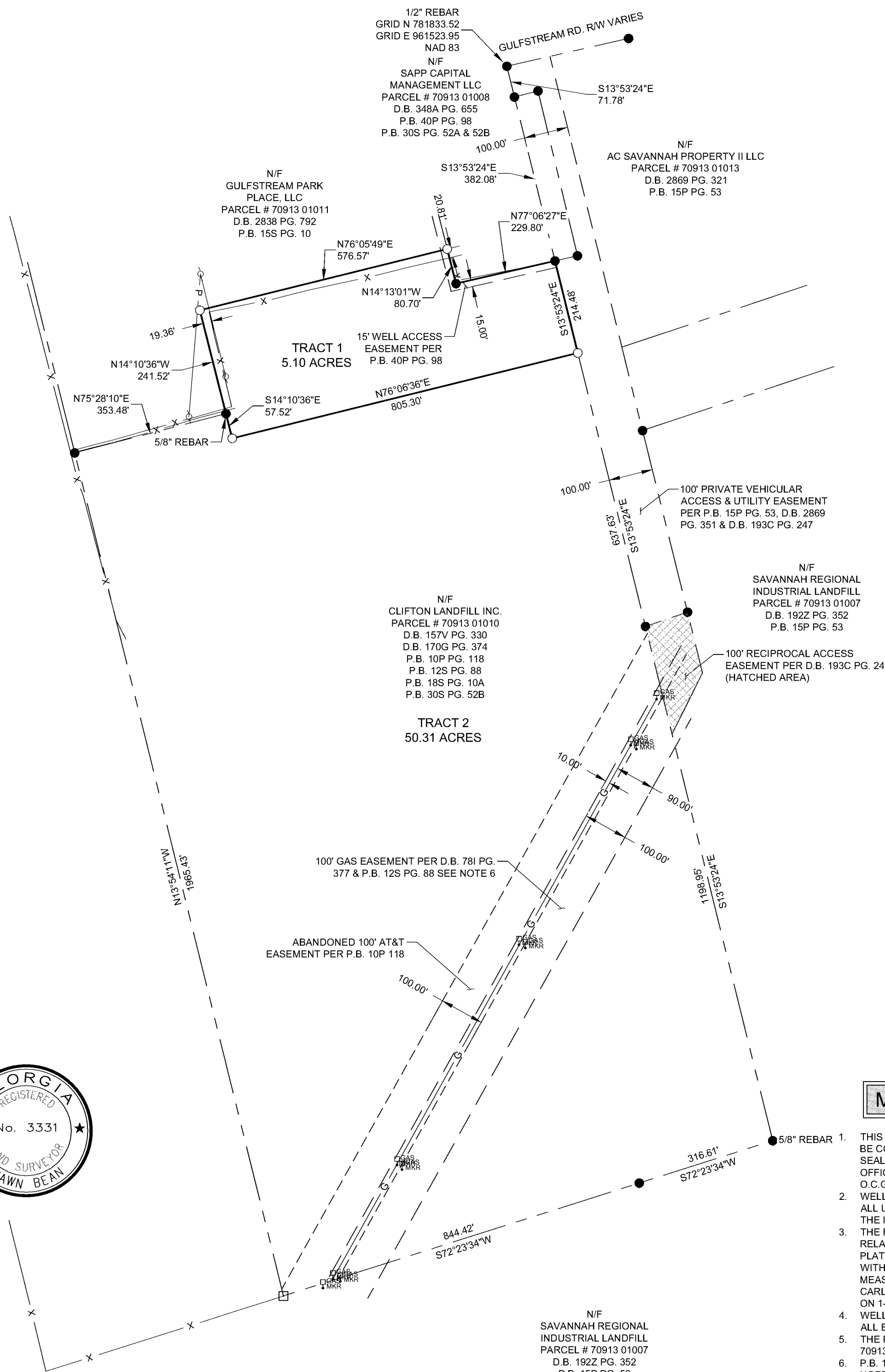
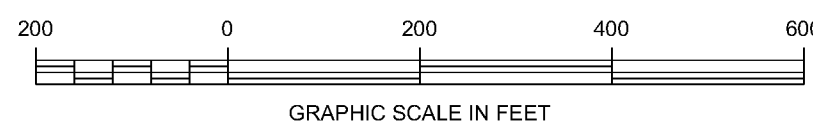
Shawn Bean, GARLS#3331  
 COA #LSF000949

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING: (OR THE FOLLOWING GOVERNMENTAL BODIES HAVE AFFIRMED THAT APPROVAL IS NOT REQUIRED)

PER AN EMAIL DATED 3-14-23 FROM J. BRIAN HARVEY, DIRECTOR OF DEVELOPMENT SERVICES FOR THE CITY OF PORT WENTWORTH, THIS PLAT IS EXEMPT FROM NEEDING APPROVAL.

**LEGEND OF SYMBOLS**

IRON PIN FOUND(1/2" REBAR UNLESS NOTED)	●
IRON PIN SET(1/2" REBAR W/CAP)	○
CONCRETE MONUMENT FOUND	□
PROPERTY LINE	—
UTILITY POLE	⊕
OVERHEAD POWER, TELEPHONE AND CATV	—P,T,TV—
FENCE	-X-
GAS LINE MARKER	□GAS MKR
GAS LINE	-G-

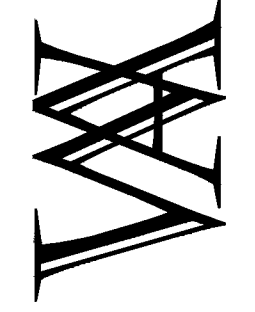


**MISCELLANEOUS NOTES**

- THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF WELLSTON ASSOCIATES LAND SURVEYORS, LLC AUTHORITY O.C.G.A. 43-15-22.
- WELLSTON ASSOCIATES LAND SURVEYORS, LLC DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN. VERIFICATION OF UTILITIES SHOULD BE MADE BY THE INDIVIDUAL UTILITY COMPANY PRIOR TO ANY CONSTRUCTION.
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN AVERAGE RELATIVE ACCURACY OF 0.03 FEET AT THE 95% CONFIDENCE LEVEL. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 190,167 FEET. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY UTILIZING A CARLSON GPS RTK DUAL FREQUENCY RECEIVER. FIELD WORK COMPLETED ON 1-23-23.
- WELLSTON ASSOCIATES LAND SURVEYORS, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN.
- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TRACT 1 FROM TAX PARCEL # 70913 01010 AS SHOWN HEREON.
- P.B. 12S PG. 88 SHOWS THE GAS EASEMENT AS BEING 10' ON THE NORTHWESTERLY SIDE OF THE GAS LINE AND 90' ON THE SOUTHEASTERLY SIDE, FOR A TOTAL WIDTH OF 100'. FOR THE PURPOSES OF THIS SURVEY A "BEST FIT" LINE WAS RAN HOLDING THE GAS LINE MARKERS FOR THE LOCATION OF THE GAS LINE. WITHOUT BENEFIT OF EXCAVATION THIS SURVEYOR MAKES NO GUARANTEE TO THE PROXIMITY OF THE GAS LINE MARKERS TO THE ACTUAL PHYSICAL LOCATION OF THE GAS LINE.
- SEE D.B. 211P PG. 278-315 FOR BLANKET ACCESS EASEMENT FOR THE MONITORING OF WELLS THROUGH OUT THE CLIFTON LANDFILL PROPERTY AND SURROUNDING PROPERTIES.

No.	Date	Description

WELLSTON ASSOCIATES  
 LAND SURVEYORS, LLC  
 506 OSIGIAN BOULEVARD, SUITE 2  
 WARNER ROBINS, GEORGIA 31088  
 OFFICE (478) 971-3382  
 WWW.WELLSTONASSOC.COM



SUBDIVISION SURVEY  
 LANDS OF  
**CLIFTON LANDFILL INC.**  
 8TH G.M.D.  
 CHATHAM COUNTY PORT WENTWORTH GEORGIA

Project No.: 1002-023  
 Drawing No.: SDV2  
 Drawn By: W.S.B.  
 Checked By: S.H.J.  
 R.L.S. No.: 3331

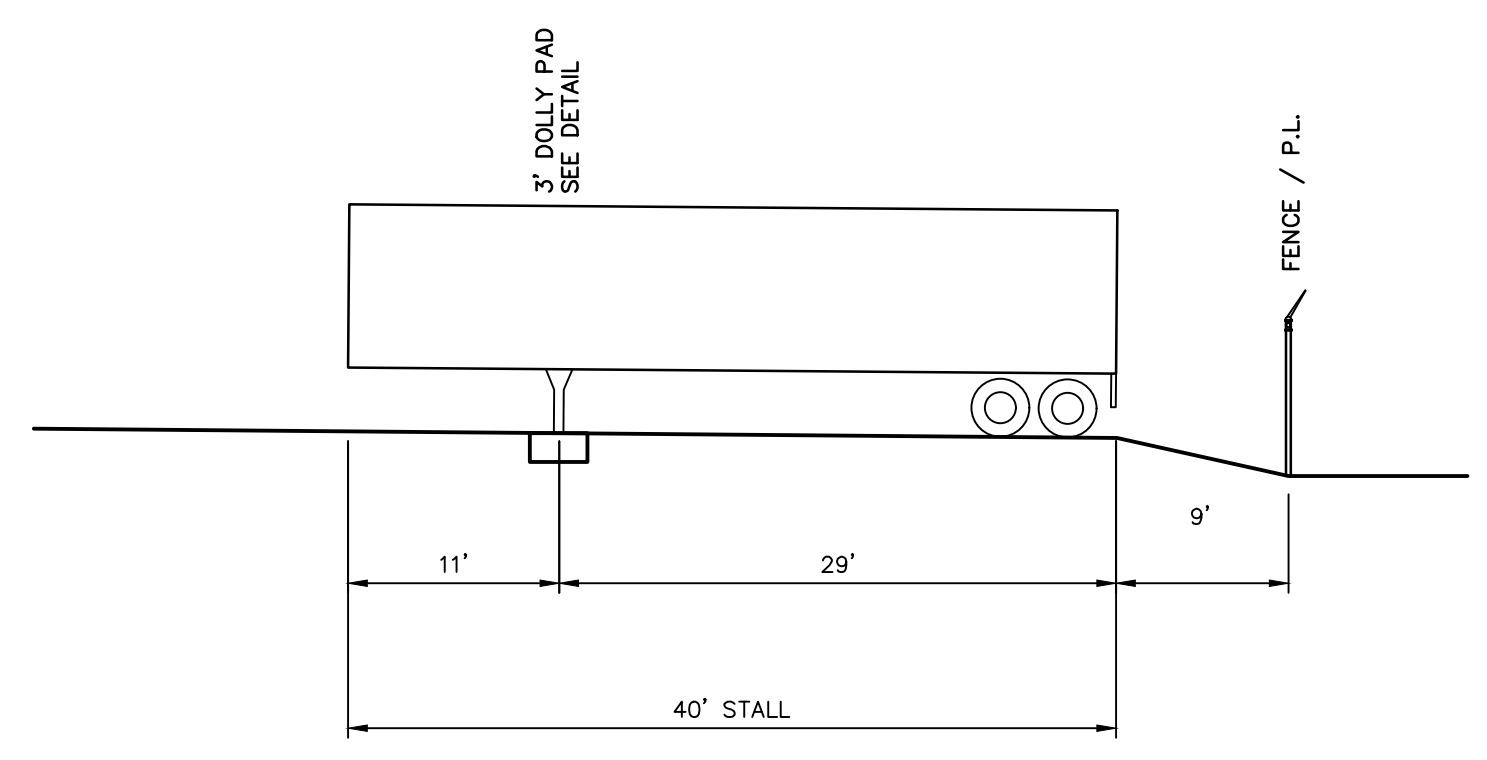
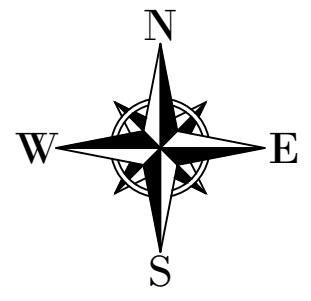
Date: 1-23-23  
 Scale: 1"=200'  
 Sheet No.: **1 of 1**

CLIFTON BOULEVARD

LEGAL DESCRIPTION

5.10 ACRES AND BEING CALLED TRACT 1 ALSO FORMERLY  
BEING A PART OF LANDS OF CLIFTON LANDFILL INC. LOCATED IN 8<sup>TH</sup> G.M. DISTRICT,  
CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA. THIS PARCEL IS FURTHER DESCRIBED IN  
PLAT BY SHAWN BEAN, PLS 3331 AND RECORDED IN CHATHAM COUNTY IN PLAT BOOK 53 PAGE 682

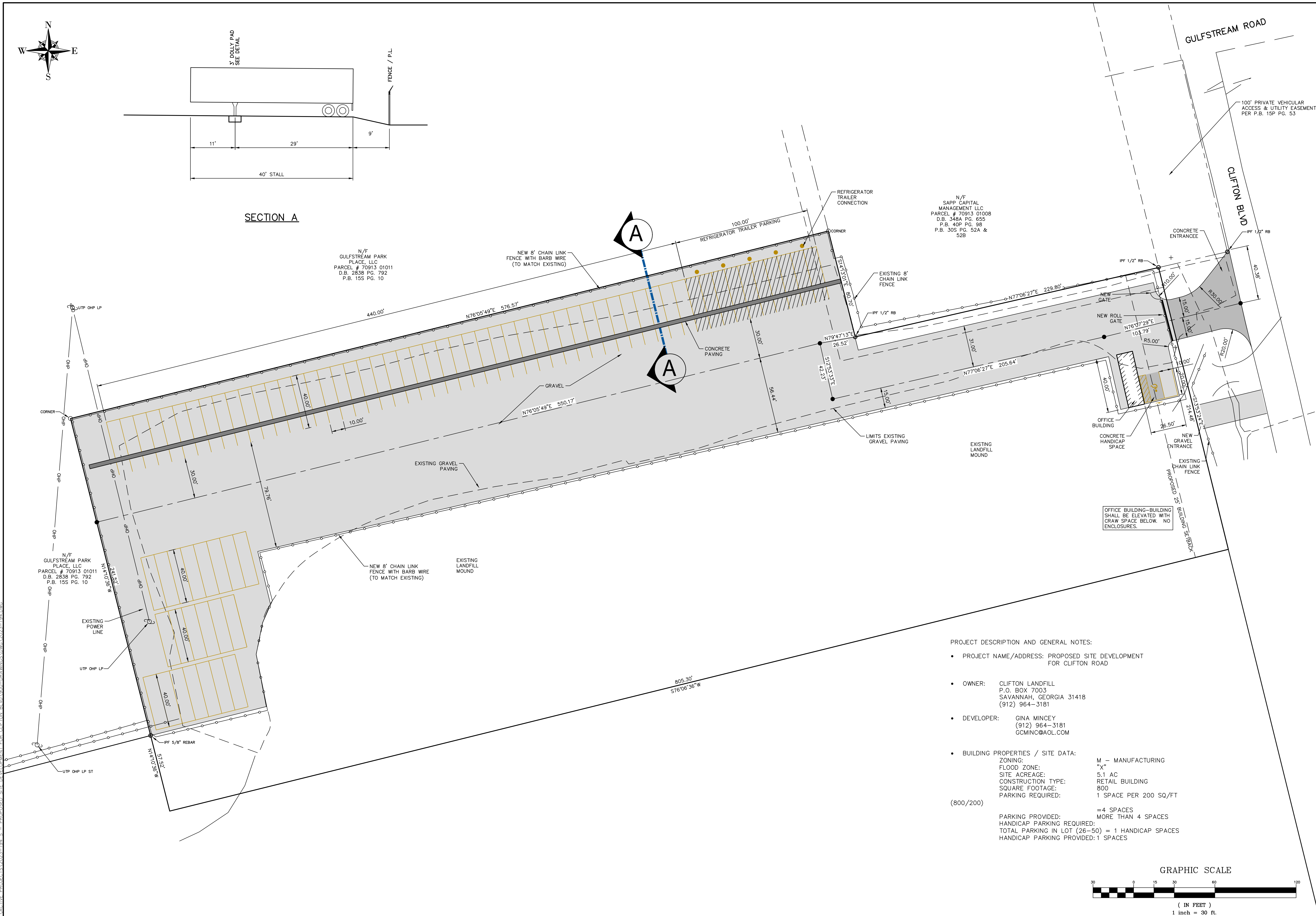




SECTION A

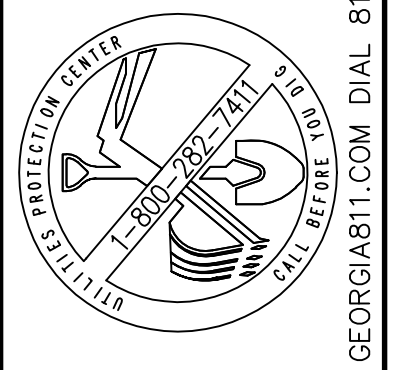
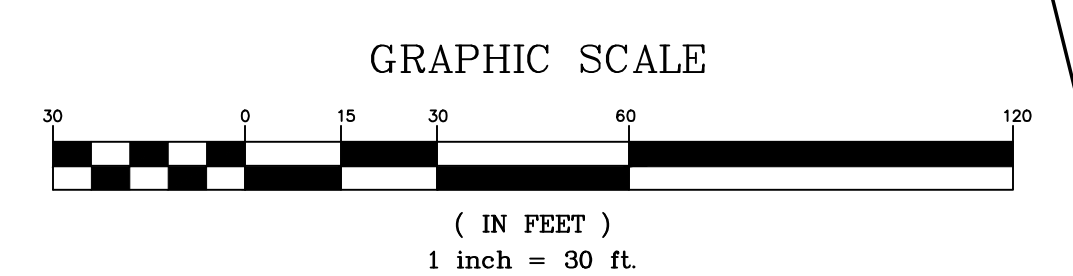
N/F GULFSTREAM PARK PLACE, LLC  
PARCEL # 70913 01011  
D.B. 2838 PG. 792  
P.B. 155 PG. 10

N/F SAPP CAPITAL MANAGEMENT LLC  
PARCEL # 70913 01008  
D.B. 348A PG. 655  
P.B. 40P PG. 98  
P.B. 30S PG. 52A & 52B



OFFICE BUILDING—BUILDING SHALL BE ELEVATED WITH GRAIN SPACE BELOW. NO ENCLOSURES.

- PROJECT DESCRIPTION AND GENERAL NOTES:
- PROJECT NAME/ADDRESS: PROPOSED SITE DEVELOPMENT FOR CLIFTON ROAD
  - OWNER: CLIFTON LANDFILL  
P.O. BOX 7003  
SAVANNAH, GEORGIA 31418  
(912) 964-3181
  - DEVELOPER: GINA MINCEY  
(912) 964-3181  
GCMINC@AOL.COM
  - BUILDING PROPERTIES / SITE DATA:  
ZONING: M - MANUFACTURING  
FLOOD ZONE: "X"  
SITE ACREAGE: 5.1 AC  
CONSTRUCTION TYPE: RETAIL BUILDING  
SQUARE FOOTAGE: 800  
PARKING REQUIRED: 1 SPACE PER 200 SQ/FT  
(800/200) = 4 SPACES  
PARKING PROVIDED: MORE THAN 4 SPACES  
HANDICAP PARKING REQUIRED: TOTAL PARKING IN LOT (26-50) = 1 HANDICAP SPACES  
HANDICAP PARKING PROVIDED: 1 SPACES



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HINESVILLE:  
114 North Commerce Street  
Hinesville, Georgia 31313  
(912) 368-5664  
POOLER:  
1000 Towne Center Blvd  
Suite 304  
Pooler, Georgia 31322  
(912) 335-1046



PROPOSED SITE DEVELOPMENT FOR CLIFTON ROAD

SHEET NAME: STAKING PLAN

REVISIONS:

1.	
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INITIAL DATE: 8/18/2023  
DRAWN BY: CS  
CHECKED BY: TRL  
PROJECT #: 2022-194

SHEET NUMBER: C3.1

C:\ACTIVE\_PROJECTS\2023-194\_S - PROPOSED SITE DEVELOPMENT FOR CLIFTON ROAD\DRAWINGS\DWG\2023-194.DWG

GSMCC# 000002134

TAX PARCEL NUMBER: 70913 01010 PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Owner	Mailing Address	City	State	Zip
SAVANNAH REGIONAL INDUSTRIAL LANDFILL IN	PO BOX 29246	PHOENIX	AZ	85038
34 GULFSTREAM PROPERTY, LLC	2617 BISSONNET STREET SUITE 489	HOUSTON	TX	77005
GULFSTREAM PARK PLACE, LLC	528 EAST 45TH STREET	SAVANNAH	GA	31405
AC SAVANNAH PROPERTY I LLC	2617 BISSONNET STREET, SUITE 489	HOUSTON	TX	77005
GEORGIA POWER COMPANY	241 RALPH MCGILL BLVD NE TAX DEPT. BIN 10120	ATLANTA	GA	30308
CLIFTON LANDFILL INC	PO BOX 7003	SAVANNAH	GA	31418
TR LONG ENGINEERING	114 NORTH COMMERCE STREET	HINESVILLE	GA	31313



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

Meeting: 11/30/23 07:00 PM  
Department: Development Services  
Category: Planning/Zoning Item  
Prepared By: Melanie Ellis  
Department Head: Melanie Ellis

Submitted

**AGENDA ITEM (ID # 2903)**

DOC ID: 2903

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## **Site Plan Review Application submitted by Clifton Landfill Inc., for PIN # 70913 01010 (Clifton Blvd) for a General Development Site Plan to allow a outdoor storage area in a I-1 (Industrial) Zoning district.**

**Issue/Item:** Site Plan Review Application submitted by Clifton Landfill Inc., for PIN # 70913 01010 (Clifton Blvd) for a General Development Site Plan to allow a outdoor storage area in a I-1 (Industrial) Zoning district.

**Background:** The subject property's existing use is truck parking and a closed landfill.

**Facts and Findings:** The applicant is proposing a gravel lot for chassis container parking/storage. The development will consist of approximately 75 spaces, and an office trailer. The project will be accessed from Clifton Blvd. The City of Port Wentworth Zoning Board of Appeals voted unanimously to approve a variance application, which included 0 side setback for outside storage and a 25 foot setback from Clifton Blvd and a variance from the landscape and buffer requirements due to GA EPD rules for development on a former landfill site.

**Funding: N/A**

**Recommendation:** The Planning Commission will hear this application on November 13, 2023 at 3:30 PM. / **UPDATE: The Planning Commission voted unanimously to recommend approval of the application.**

**ATTACHMENTS:**

- Clifton Blvd-Concept Site Plan-Proposed Dev. 2023-Application (PDF)
- Clifton Blvd-Concept Site Plan-Proposed Dev. 2023-Concept Plan (PDF)
- Clifton Blvd-Concept Site Plan-Proposed Dev. 2023-Turn Lane (PDF)
- Clifton Blvd-Concept Site Plan 2023-Timeline (PDF)

**Site Plan Review Application**

Site Plan Type (Check One):  General / Concept  Specific Development

Site Plan Address: Clifton Blvd

PIN #(s): 70913 01010

Zoning: Industrial (I-1) Estimated Cost of Construction: \$

Type of Construction: Gravel area for outside storage

Project Name: Proposed Development for Clifton Blvd

Applicant's Name: CLIFTON LANDFILL INC Gina Mincey - President

Mailing Address: PO BOX 7003

SAVANNAH GA 31418-7003

Phone #: (912) 964-3181 Email: GCMINC@AOL.COM

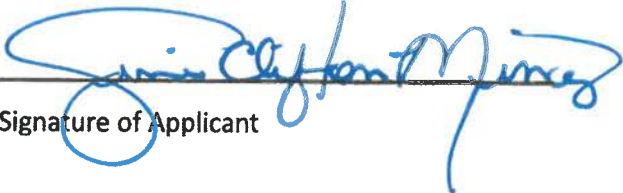
Owner's Name (if Different form Applicant): CLIFTON LANDFILL INC Gina Mincey - President

Mailing Address: PO BOX 7003

SAVANNAH GA 31418-7003

Phone #: (912) 964-3181 Email: GCMINC@AOL.COM

I hereby acknowledge that the above information is true and correct.

  
Signature of Applicant

10-12-2023

Date

Owner's Signature (if Different form Applicant)

Date

**Please see page 2 for required submittal checklist**

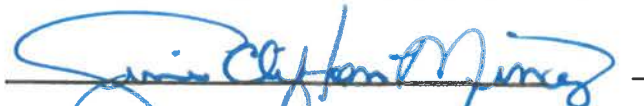
**Site Plan Review Application Submittal Checklist**

**Documentation below is required for a complete submittal.**

- Signed and Completed Application
- 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- 3 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- 2 copies of hydrology reports (if applicable)
- Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- 1 8 1/2" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- PDF of entire submittal on a flash drive or download link ONLY (NO CD'S)
- Other Engineering details or reports may be required once submittal has been received.
- If property owner and applicant are not the same, Authorization of Property Owner form.
- Site plan review fee check
  - Concept / General - \$300.00 Site Plan Fee + \$75.00 Admin Fee = Total \$375.00
  - Specific - \$1000.00 Site Plan Fee + \$75.00 Admin Fee = Total \$1075.00

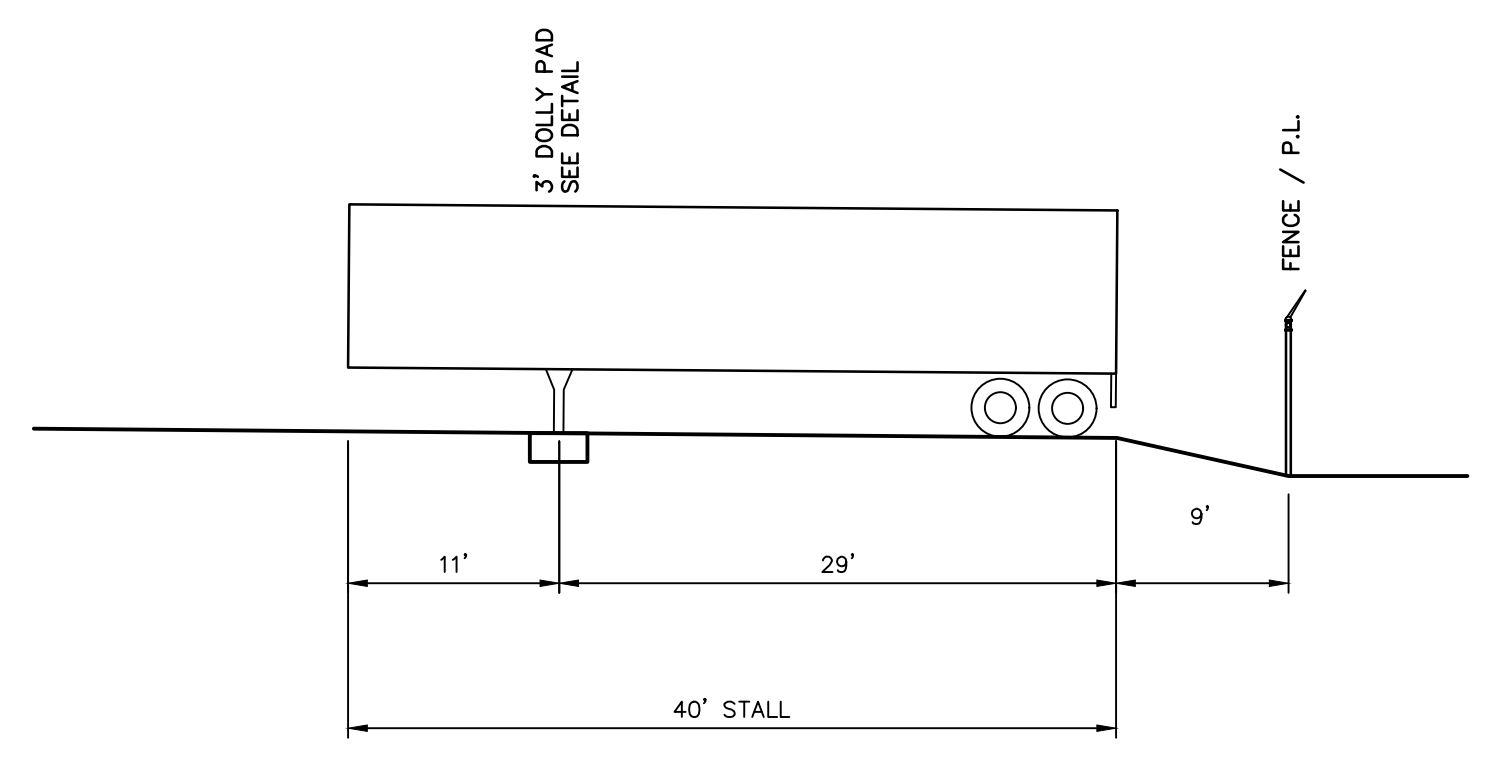
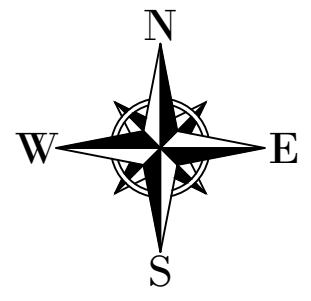
**Additional Fee Statement:** If engineer review cost to the City exceeds the site plan review fee that is paid at the time of initial application submittal, you may be required to pay additional review cost.

I have read and agree to the above additional fee statement

  
\_\_\_\_\_  
Signature of Applicant

10-12-2023

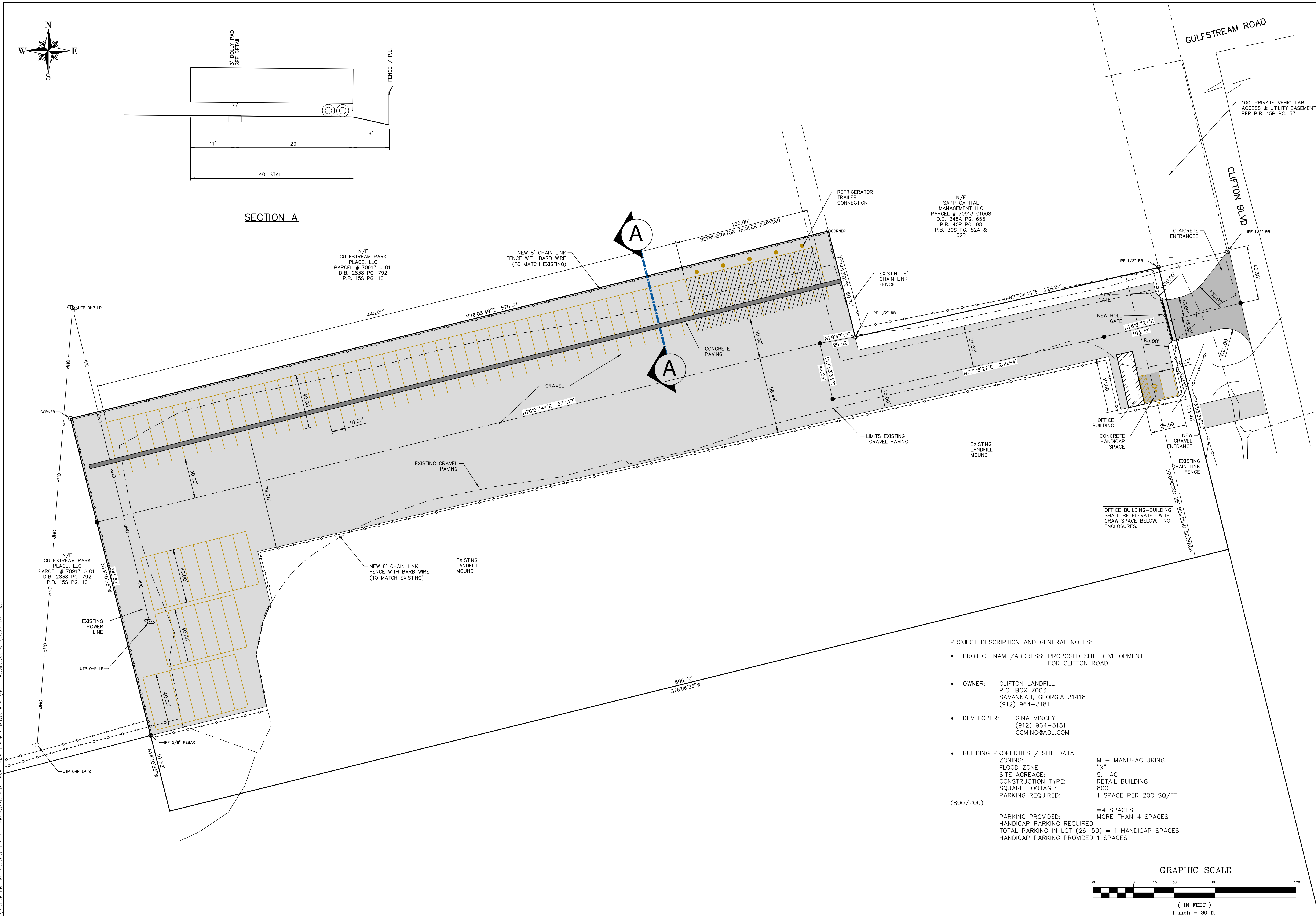
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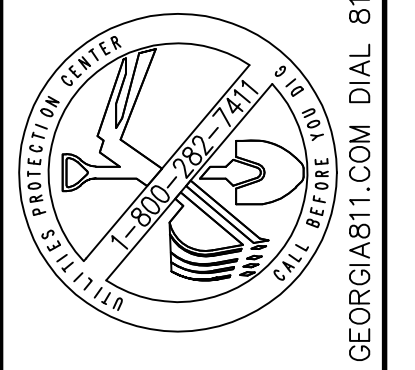
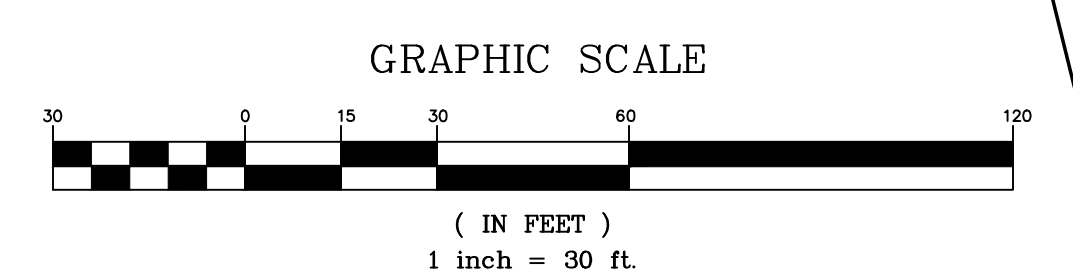
SECTION A

N/F  
GULFSTREAM PARK  
PLACE, LLC  
PARCEL # 70913 01011  
D.B. 2838 PG. 792  
P.B. 155 PG. 10

N/F  
SAPP CAPITAL  
MANAGEMENT LLC  
PARCEL # 70913 01008  
D.B. 348A PG. 655  
P.B. 40P PG. 98  
P.B. 30S PG. 52A &  
52B



- PROJECT DESCRIPTION AND GENERAL NOTES:
- PROJECT NAME/ADDRESS: PROPOSED SITE DEVELOPMENT FOR CLIFTON ROAD
  - OWNER: CLIFTON LANDFILL  
P.O. BOX 7003  
SAVANNAH, GEORGIA 31418  
(912) 964-3181
  - DEVELOPER: GINA MINCEY  
(912) 964-3181  
GCMINC@AOL.COM
  - BUILDING PROPERTIES / SITE DATA:  
ZONING: M - MANUFACTURING  
FLOOD ZONE: "X"  
SITE ACREAGE: 5.1 AC  
CONSTRUCTION TYPE: RETAIL BUILDING  
SQUARE FOOTAGE: 800  
PARKING REQUIRED: 1 SPACE PER 200 SQ/FT  
(800/200)
  - PARKING PROVIDED: = 4 SPACES  
HANDICAP PARKING REQUIRED: MORE THAN 4 SPACES  
TOTAL PARKING IN LOT (26-50) = 1 HANDICAP SPACES  
HANDICAP PARKING PROVIDED: 1 SPACES



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114 North Commerce Street  
Hinesville, Georgia 31313  
(912) 368-5664

POOLER:  
1000 Towne Center Blvd  
Suite 304  
Pooler, Georgia 31322  
(912) 335-1046



PROPOSED SITE DEVELOPMENT  
FOR  
CLIFTON ROAD

SHEET NAME:  
STAKING PLAN

REVISIONS:

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6.	
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INITIAL DATE: 8/18/2023  
DRAWN BY: CS  
CHECKED BY: TRL  
PROJECT #: 2022-194

SHEET NUMBER:  
**C3.1**

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GEORGIA811.COM DIAL 811

GSWCC# 000002134

www.trlongeng.com

TAX PARCEL NUMBER: 70913 01010 PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

114 North Commerce Street  
Hinesville, Georgia 31313  
(912) 368-5664 Office  
(912) 368-7206 Fax



1000 Towne Center Blvd.  
Suite 304  
Pooler, Georgia 31322  
(912) 335-1046

September 28, 2023

## **Turn Lane Analysis Port Wentworth, Georgia Clifton Boulevard Development**

A turn lane analysis has been requested for the Clifton Boulevard Development west of Clifton Boulevard and south of Gulfstream Road in Port Wentworth, Georgia. T. R. Long Engineering, P.C. has performed the turn lane analysis based on the number of trips projected for the site provided by the client, Adana Capital, LLC.

Clifton Boulevard is a north-south, two-lane roadway that has a functional classification of local road. The roadway does not have a posted speed limit. Per Georgia Code 40-6-181, the speed limit is 30 mph within city limits. There is not a Georgia Department of Transportation (GDOT) count station on this roadway.

Gulfstream Road is an east-west, two-lane roadway that has a functional classification of major collector. The posted speed limit is 35 mph. The 2021 annual average daily traffic (AADT) on Gulfstream Road, between Airways Avenue and Patrick S Graham Drive, from GDOT count station 051-8195 is 10,700 with heavy truck traffic at 5%.

Clifton Road at its intersection with Gulfstream Road is stop controlled while Gulfstream Road is free flowing. At the intersection, Clifton Road has one lane for its northbound approach. Gulfstream Road has two lanes for both the eastbound and westbound approaches.

The site will be used as storage for containers to/from Georgia Ports Port of Savannah. Trips generated by the development were provided by Adana Capital, LLC. The average daily trucks for the site is 20 trucks which equals 40 daily trips. These trucks will enter and exit the site during the same hours of operation as Georgia Ports Port of Savannah, 7 am to 5 pm. In the 10 hours of operation, it is assumed that there will be 4 trips per hour. Trip generation is shown in Table 1.

<b>TABLE 1: TRIP GENERATION</b>					
<b>LAND USE</b>	<b>DAILY</b>	<b>AM PEAK HOUR</b>		<b>PM PEAK HOUR</b>	
		<b>ENTER</b>	<b>EXIT</b>	<b>ENTER</b>	<b>EXIT</b>
Storage for Containers 20 trucks daily	40	2	2	2	2

The proposed driveway for the site is located approximately 500 feet south of Gulfstream Road on Clifton Boulevard. The general distribution assumption is 100% to/from the east on Gulfstream Road (traveling to/from SR 21/Augusta Road). Site plan is attached.

The GDOT Regulations for Driveway & Encroachment Control Manual is utilized for the lane turn lane analysis on Gulfstream Road and the right turn lane analysis on Clifton Boulevard. The minimum left turn lane requirements for a 4-lane roadway with ADT greater than or equal to 10,000 at 35-mph or less are 300 left turning vehicles a day. The minimum right turn lane

requirements for a 2-lane roadway with ADT less than 6,000 at 35-mph or less are 200 right turning vehicles a day.

From the trip generation, there are 40 trips entering and exiting the roadway daily. Of these trips, 20 trips are entering, and 20 trips are exiting the roadway. Using the distribution above, it is projected that there are 1,400 right turning vehicles a day. Based on these trips, the left turn lane minimum requirements on Gulfstream Road are not met, and the right turn lane minimum requirements on Clifton Boulevard are not met. It is not recommended to install turn lanes based on the site project trips.

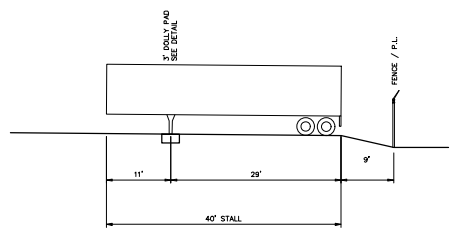
T. R. Long Engineering, P.C. appreciates the opportunity to provide this memorandum. Should you have any questions, comments or need additional information please contact us.

Sincerely,

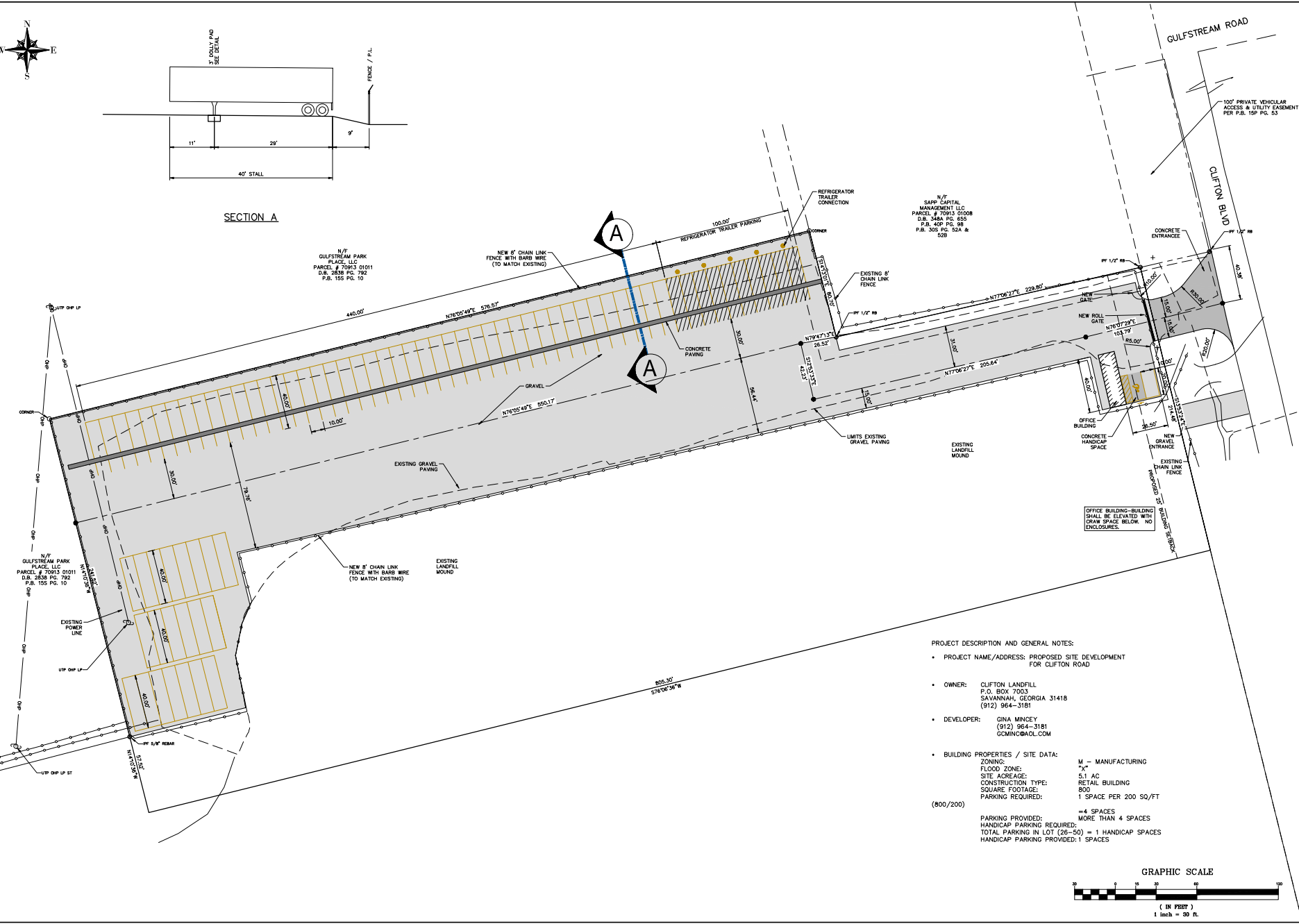
A handwritten signature in cursive script, appearing to read "Danielle P. Easterling".

Danielle P. Easterling, P.E.  
Transportation Engineer





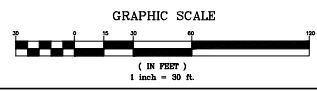
SECTION A



**PROJECT DESCRIPTION AND GENERAL NOTES:**

- PROJECT NAME/ADDRESS: PROPOSED SITE DEVELOPMENT FOR CLIFTON ROAD
- OWNER: CLIFTON LANDFILL, P.O. BOX 7003, SAVANNAH, GEORGIA 31418 (912) 964-3181
- DEVELOPER: GINA MINCEY (912) 964-3181, GCMINC@AOL.COM
- BUILDING PROPERTIES / SITE DATA:
 

ZONING:	M - MANUFACTURING
FLOOD ZONE:	"X"
SITE ACREAGE:	5.1 AC
CONSTRUCTION TYPE:	RETAIL BUILDING
SQUARE FOOTAGE:	800
PARKING REQUIRED:	1 SPACE PER 200 SQ/FT (800/200)
PARKING PROVIDED:	84 SPACES
HANDICAP PARKING REQUIRED:	MORE THAN 4 SPACES
TOTAL PARKING IN LOT (26-50):	1 HANDICAP SPACES
HANDICAP PARKING PROVIDED:	1 SPACES



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T. L. LONG ENGINEERING, INC.  
 1000 Towne Centre Blvd  
 Suite 305  
 Marietta, GA 30066  
 (770) 335-0466



PROPOSED SITE DEVELOPMENT FOR CLIFTON ROAD

SHEET NAME: STAKING PLAN

REVISIONS:
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INITIAL DATE: 8/28/2023  
 DRAWN BY: CS  
 CHECKED BY: TLL  
 PROJECT #: 2023-014

SHEET NUMBER: C3.1

**Project Timeline**

Project Number: 230353

Project Name: Clifton Blvd-Concept Site Plan-Proposed Dev. 2023

Applicant: TR Long

Owner: Clifton Landfill Inc – Gina Mincey (President)

Planning Commission Date:

Council Date:

- 10/13/2023 – Application received (SC)