



CITY OF PORT WENTWORTH

CITY COUNCIL

AUGUST 24, 2023

Council Meeting Room

Regular Meeting

7:00 PM

7224 GA HIGHWAY 21
PORT WENTWORTH, GA 31407

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

A. MOU – Lineage Electronic Signage

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. Park Phase 1 Agreement for Engineering Services

B. Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02029, a portion of 70976 02003, and a portion of 70976B 01001B (intersection of Highway 21 and Highway 30) to Rezone from RA (Residential Agriculture) to C-2 (Community Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's Kitchen) (1st Reading)

➤Public Hearing

➤Action

C. Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer and Lynwood R & Anita S Griner and Johnny R Griner, for PIN #'s 70976 01055, 70976 01041Y, 70976 01038, 70976 01039 & 70976 01040 (1100, 1112 & 1122 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (1st Reading)

- Public Hearing
- Action

- D. Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN #'s 7-0906-04-054 and 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 25) for the purpose of a Single-Family Subdivision
- E. Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN # 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 27) for the purpose of a Single-Family Subdivision
- F. Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN #'s 7-0906-04-041, 7-0906-04-054 and 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 29B) for the purpose of a Single-Family Subdivision
- G. Site Plan Review Application submitted by Forestar (USA) Real Estate Group Inc. for PIN #'s 70906 04041, 054, 063 (Lakeside Blvd.) for a Specific Development Site Plan to allow a Major Subdivision (Lakeside at Rice Hope Phase's 25, 27, & 29B) in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance).

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

- A. Fee Schedule Amendment-2nd Reading
- B. Fee Schedule Resolution

15. EXECUTIVE SESSION

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

16. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

11.A

AGENDA ITEM (ID # 2880)

DOC ID: 2880

MOU – Lineage Electronic Signage

Issue/Item: Electronic Signage

Background: The city and Lineage GA Port Wentworth RE, LLC would like to partner together to provide an electronic billboard along the interstate. This will be mutually beneficial for branding the city and Lineage. Additionally, this will allow the city to fulfill an obligation with the Ghost Pirates to offer direct marketing to the interstate.

Facts and Findings: The city pursued this agreement with Lineage due to their frontage along the interstate. Lineage has substantial area and a desire to co-brand/partner with our city in highlighting local events at our facilities including our new recreation park which is just across the interstate from this location.

Funding: N/A

Recommendation: Approve

ATTACHMENTS:

- City of Port Wentworth-MOU re Electronic Signage-final 081523sd (DOCX)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PORT WENTWORTH AND LINEAGE GA PORT WENTWORTH
RE, LLC
REGARDING ELECTRONIC SIGNAGE**

This Memorandum of Understanding (this “MOU”), entered into as executed below, is between the City of Port Wentworth (the “City”) and Lineage GA Port Wentworth RE, LLC (“Lineage”) regarding signage on Lineage’s property. The Parties outline and generally agree as follows:

WHEREAS, the City is a city in Chatham County, Georgia, duly formed and operating under the laws of the State of Georgia, the United States of America, and the City’s Charter and Ordinances;

WHEREAS, Lineage is a limited liability company formed in Delaware and operating a business in the City;

WHEREAS, Lineage owns the land on which it operates its business in the City;

WHEREAS, Lineage desires to place an electronic billboard and/or other similar signage, and also desires to partner with the City for operation and display of such signage;

WHEREAS the City desires to partner with Lineage to display information and messaging to the citizens and businesses of the City;

WHEREAS, the Parties all desire to work together in good faith to achieve these goals;

NOW WHEREFORE, for consideration and compensation already agreed and exchanged, the Parties agree as follows:

1. PURPOSE

The Purpose of this MOU is to generally outline and agree to new electronic signage on Lineage’s property near the intersection of Hendley Road and Highway 21, allowing the City to utilize the electronic board portions of the signage, and for the Parties to work together in good faith on related issues.

2. TERM

This MOU will take effect upon the signing of said document by all listed signatories, and will remain in full force and effect until either Party enters an intent of their withdrawal in writing.

3. CITY'S AGREEMENTS

The City agrees as follows:

- 3.1. The City will work in good faith with Lineage on its permitting and design for the expanded parking lot, curb cut, and new signage;
- 3.2. The City, or its partners, will purchase electronic boards for the new signage;
- 3.3. The City will not require any dedicated access or maintenance easements to the sign or sign location;
- 3.4. The City, or its partners, will transmit data to the electronic boards via cellular or other mutually agreed upon data transfer technology;
- 3.5. The City, or its partners, will maintain and operate the electronic boards;
- 3.6. The City will not prohibit adjoining or adjacent signage above or below the electronic boards, pursuant to the City's sign ordinance or other regulations;
- 3.7. Upon the expiration or termination of this MOU, the City will remove the electronic boards from the signage structure and return the same to the condition it was in prior to the placement of the electronic boards thereon, ordinary wear and tear excepted; and
- 3.8. The City will work in good faith and coordinate advertisement on the electronic boards with Lineage.

4. LINEAGE'S AGREEMENTS

Lineage agrees as follows:

- 4.1. Lineage intends to construct new signage along the highway on its land near the intersection of Hendley Road and Highway 21, such signage will have two electronic boards with one facing northbound and one facing southbound;
- 4.2. Lineage intends to extend their parking lot to coordinate with the aforementioned new signage;
- 4.3. Lineage intends to request a new curb cut for access on Hendley Road;
- 4.4. Lineage will prepare all construction, permit, and other documents necessary for the new parking lot, driveway, and signage and submit same to the City;

- 4.5. Lineage will build the signage structure on their property according to approved plans, and Lineage will pay for such construction;
- 4.6. Lineage will incorporate the City's electronic boards into its design and signage, and will permanently install them into the sign structure;
- 4.7. Lineage will extend power and data infrastructure to the new signage;
- 4.8. Lineage will maintain grass and surrounding vegetation around the new signage; and
- 4.9. Lineage will work in good faith and coordinate advertisement on the electronic boards with the City.

5. MISCELLANEOUS

- 5.1. This MOU represents a general understanding between the City and Lineage for the purposes stated herein.
- 5.2. The Parties understand, acknowledge, and accept their duties and responsibilities pursuant to this MOU, and will carry out same to the extent allowable by law.

IN WITNESS WHEREOF, the Parties hereto execute this Memorandum of Understanding to be executed under seal as the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF PORT WENTWORTH:

____ (signature)

____ (print name)

____ (date)

SWORN TO AND SUBSCRIBED before me

this ____ day of _____, 2022.

NOTARY PUBLIC**LINEAGE GA PORT WENTWORTH RE, LLC:**

____ (signature)

____ (name, print)

____ (date)

SWORN TO AND SUBSCRIBED before me

this ____ day of _____, 2022.

NOTARY PUBLIC

MOU between City of Port Wentworth
And Lineage GA Port Wentworth RE, LLC
Regarding Electronic Signage



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2879)

DOC ID: 2879

Park Phase 1 Agreement for Engineering Services

Issue/Item: Adoption of the letter of agreement of services with Thomas & Hutton for consulting services for the Port Wentworth Park Project Phase 1 and the Ghost Pirates Training Facility

Background: City Staff have engaged with Thomas & Hutton to provide engineering and consulting services on the development of the new park and recreation facilities Phase 1 and the Ghost Pirates Training Facility.

Facts and Findings: The letter of agreement includes Thomas & Hutton providing necessary studies and reports related to stormwater, infrastructure improvements and a traffic study. They will also be engaged in developing surveys of the property, the necessary subdivision of the property for the Ghost Pirates facility, providing exhibits for the rezoning of the Ghost Pirates facility, and handling various required permits with EPD, GDOT, Chatham County, and Kinder Morgan. Thomas & Hutton will be developing a Master Plan and providing general consulting and coordination for the project with staff and other entities, along with performing the civil, landscape, and irrigation design, and construction on site. This includes managing the bid process, performing inspections, and developing record drawings and the project closeout package.

Funding: \$374,850

Recommendation: Approve

ATTACHMENTS:

- PW Park Civil Engineering - Letter Agreement (PDF)



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

August 17, 2023

Mr. Steve Davis, MPA, CPM
City Manager
City of Port Wentworth
7224 GA Highway 21
Port Wentworth, Georgia 31407

Re: Port Wentworth Park Phase 1/
Ghost Pirates Training Facility
City of Port Wentworth, Georgia
Letter Agreement for Services

Dear Mr. Davis:

Thank you for requesting our consulting services for the design of the referenced project. It is our understanding the project generally consists of the development of the following parcels:

- Parcel No. 70978 05013; 66.2 acres (50 acres upland);
- Parcel No. 70978 05002; 65.4 acres (42.43 acres upland); and
- Various parcel numbers located within the Keller subdivision, located west of the Kinder Morgan Gas Easement, east of the Seaboard Coast Line Railway and north of Parcel No. 709787 05013.

The property, anticipated improvements and phasing are generally depicted in the attached exhibit.

Our services will consist of the General Consulting Phase, Master Plan Phase, General Study/Report Phase, Survey Phase, Design Phase, Permit Phase, and Construction Phase, as set forth in the General Provisions and supplemental exhibits attached hereto, and such additional services as you may request during the course of the Project. We understand that you will furnish Thomas & Hutton with full information as to your requirements, including any special or extraordinary considerations for the Project and will make all pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
General Consulting:		
Project Coordination & Meeting	Time & Expense - Budget	\$ 30,000.00
Master Plan:		
Land Planning	Time & Expense – Budget	\$ 7,500.00
Rezoning (Ghost Pirates)	Time & Expense - Budget	\$ 6,700.00

CLIENT'S INITIALS

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CONSULTANT'S INITIALS

Attachment: PW Park Civil Engineering - Letter Agreement - Park Phase 1 Agreement for Engineering Services)

Mr. Steve Davis, MPA, CPM
 City of Port Wentworth
 Letter Agreement for Services
 August 17, 2023
 Page 2

Phase	Fee Structure	Fee or Time & Expense Budget
General Study/Report:		
Stormwater Management	Lump Sum	\$ 7,500.00
Wastewater Preliminary Engineering Report	Lump Sum	\$ 8,250.00
Water Preliminary Engineering Report	Lump Sum	\$ 8,250.00
Traffic Study	Lump Sum	\$ 22,500.00
Survey:		
Topographic Survey	Lump Sum	\$ 39,250.00
Subdivision Plat	Lump Sum	\$ 10,600.00
Design:		
Phase 1 Civil Design	Lump Sum	\$ 95,250.00
Phase 1 Electrical	Lump Sum	\$ 11,500.00
Phase 1 Landscape Design	Lump Sum	\$ 7,800.00
Phase 1 Irrigation Design	Lump Sum	\$ 5,000.00
Permit:		
GA EPD Water/Wastewater	Time & Expense – Budget	\$ 6,500.00
GA EPD Land Disturbance	Time & Expense – Budget	\$ 1,750.00
GDOT Encroachment	Time & Expense – Budget	\$ 7,500.00
GDOT Utility Permit	Time & Expense – Budget	\$ 7,500.00
Kinder Morgan Easement Chatham County	Time & Expense – Budget	\$ 5,000.00
(Little Hearst Crossing)	Time & Expense – Budget	\$ 2,500.00
Construction:		
Bid Phase	Time & Expense – Budget	\$ 7,500.00
Construction Observation	Time & Expense – Budget	\$ 51,300.00
Record Drawings	Lump Sum	\$ 7,200.00
Project Closeout	Time & Expense – Budget	\$ 8,500.00
Reimbursable Expenses:	Time & Expense – Budget	\$ 9,500.00
TOTAL PROJECT FEE BUDGET		\$ 374,850.00

Additional Services: Time & Expense – See “Consulting Services Rate Sheet”

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through completion.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable Construction Cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal between the City of Port Wentworth (“Client”), and Thomas & Hutton Engineering Co. (“Consultant” or “Thomas & Hutton”), consisting of the Scope of Services, General Provisions, Consulting Services Rate Sheet, Exhibit – City Park Phasing Plan, and this Letter Agreement with authorizing signatures, represents the entire understanding between Client and Thomas & Hutton with respect to the Project. This Letter Agreement may only be modified if completed in writing and signed by both parties.

 CLIENT’S INITIALS

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 CONSULTANT’S INITIALS

Mr. Steve Davis, MPA, CPM
 City of Port Wentworth
 Letter Agreement for Services
 August 17, 2023
 Page 3

If the arrangements set forth in this Letter Agreement are acceptable to you, **please sign and initial the enclosed documents in the spaces provided below and return to Thomas & Hutton**. This proposal will be open for acceptance until September 1, 2023, unless changed by Thomas & Hutton in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the Project.

The parties agree and acknowledge that this Agreement may be executed by electronic signature, and the parties may rely upon such electronic signatures as an original record of signature.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By 
 Jason O. Chambless, PE
 Vice President of Coastal Civil

By 
 Kevin M. Smith, PE
 Principal/Client Manager

By 
 John V. Giordano, PE
 Principal/Project Manager

JOC, KMS, JVD/fmb

Enclosures: Scope of Services
 General Provisions
 Consulting Services Rate Sheet
 Exhibit – City Park Phasing Plan

CITY OF PORT WENTWORTH

ACCEPTED: _____, 20____

By _____

 TITLE

 CLIENT'S INITIALS

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 CONSULTANT'S INITIALS

SCOPE OF SERVICES

Thomas & Hutton shall provide consulting services for the design of the Port Wentworth Park Phase 1/Ghost Pirates Training Facility project. It is our understanding the project generally consists of the development of the following parcels:

- Parcel No. 70978 05013; 66.2 acres (50 acres upland);
- Parcel No. 70978 05002; 65.4 acres (42.43 acres upland); and
- Various parcel numbers located within the Keller subdivision, located west of the Kinder Morgan Gas Easement, east of the Seaboard Coast Line Railway and north of Parcel No. 709787 05013.

1. SCOPE OF SERVICES

A. General Consulting Phases

1. Project Coordination & Meetings

This project will require significant coordination with City staff and the City's architect due to the complexity of the building, streetscapes, landscapes, hardscapes, and other proposed site features. Consultant has allocated senior personnel time for coordination, meetings, and project management. Services will be provided on a Time and Expense basis.

B. Master Plan Phases

Since the park will be constructed in phases, Consultant will provide master plan services. The Master Plans shall be submitted to Client for review, and Consultant will perform one revision from Client comments. Additional revisions will be considered additional services. The Master Plan tasks include:

1. Land Planning Phase

The Consultant has worked with the City previously under separate contract to understand the programmatic elements to be included in the park facility. Using the concept plan attached hereto as an exhibit, Consultant will prepare a dimensioned plan depicting parking bays, roadways, access, trails, building locations, field locations, court locations and sidewalks for the overall park master plan. The site will be land planned in accordance with standards set forth in the draft zoning regulations which were adopted in July 2023. Budgetary estimates of probable construction costs will be provided based on the land plan. Should programmatic elements of the development be revised after the effective date of this agreement, additional services invoiced on a time and expense basis may be required to perform the revisions.

2. Rezoning/Master Plan Process Phase

Consultant will prepare a rezoning application for the Ghost Pirates Training Facility (only). Services include:

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**SCOPE OF SERVICES TO LETTER AGREEMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND THE CITY OF PORT WENTWORTH (CLIENT)
PORT WENTWORTH PARK PHASE 1/GHOST PIRATES TRAINING FACILITY**

AUGUST 17, 2023

- Preliminary meetings with Client and governing district staff
- Exhibits preparation
- Application (one revision)
- Executive Summary
- Public meetings

Required or requested revisions will be billed on a Time and Expense basis.

Rezoning/Master Plan submittal documents will be submitted to Client for review and comment. Consultant will revise the documents according to Client's comments and submit the final documents to Client for approval. Consultant's fee budget is based on revising the documents one (1) time according to Client's comments. Additional revisions of the documents will be billed at a time and expense basis until Client approves the final document. Revisions do not include Master Plan or Land Plan. Revisions to these plans will be covered under separate scope and fee.

C. General Study/Report Phases

1. Stormwater Management Phase

The Consultant will prepare a drainage study for the project evaluating pre-development and post-development conditions, based on the Client approved land plan. The report shall include analysis of regulatory requirements for water quality and quantity in stormwater runoff, analysis of planned improvements, and supporting design data and modeling output. The study will include the sizing of stormwater detention facilities and project outfall. The analysis will be performed for the 2-, 5-, 10-, 25- and 50-year, 24-hour design storm events. Pursuant to Port Wentworth Stormwater Post Construction requirements, the design will endeavor to include best management practices that treat the stormwater runoff reduction volume to maximum extent practical given the site conditions. Any remaining stormwater water quality volume not treated through runoff reduction best management practices will be treated by extended detention to meet total suspended solids removal criteria. Consultant will provide a summary study discussing methodology, approach, results and supporting documentation and exhibits.

2. Wastewater Preliminary Engineering Report Phase

Consultant will perform a preliminary evaluation to determine preliminary wastewater collection loadings based on park programmatic element depicted on the attached exhibit. Consultant will determine temporary and permanent wastewater system size requirements, pump station necessity and location, and force main sizing. Consultant will provide a summary report including narrative, results, calculations, exhibits and supporting documentation.

3. Water Preliminary Engineering Report Phase

Consultant will perform a preliminary evaluation to determine preliminary potable water system size requirements based on park programmatic element depicted on the attached exhibit. Consultant will determine

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temporary and permanent water distribution system size requirements, water main sizing, appurtenance necessity and location, and water main sizing. Consultant will provide a summary report including narrative, results, calculations, exhibits and supporting documentation.

4. Traffic Study Phase

The traffic study will require AM and PM peak hour counts (7–9am & 4–6pm) at the following intersections:

- Highway 21/Route 30
- Hendley Road/Highway 21
- Meinhard Road/Benton Boulevard
- Highway 30/Benton Boulevard

Background information on the proposed site, surrounding roadway network, predicted growth rates, other area traffic studies and proposed future improvements will be gathered and used in the preparation of this traffic study.

Using the procedures from the Institute of Transportation Engineers' Trip Generation, 11th Edition publication and software, the traffic (daily, morning peak, and afternoon peak) generated by the proposed project will be estimated. The proposed trips generated by the project will be distributed to the existing roads based on current traffic patterns. The Client will provide the build-out year and current development plan. Any changes made to programmatic elements that increase traffic generation will require additional services.

From the number of trips generated by the plan and the amount of traffic currently on the surrounding intersections, impacts to the study intersections will be quantified. AM and PM peak hour capacity analyses will be completed for the existing, no-build, and build-out conditions. Determinations will be made regarding the need for improvements at the existing studied intersections, the Levels of Service at the existing studied intersections, and the needed improvements based on the current development plan. If the Client needs the analysis completed by phase, then the phase work will be completed as an additional service.

If any additional improvements are required on the Highway 30 access, the GDOT's Intersection Control Evaluation (ICE) tool will need to be completed. This is not a part of the base TIA and will be completed as an additional service if required.

A traffic impact analysis report (TIA) will be prepared in accordance with the scope of services outlined above. Note the traffic study and report will be limited to the intersections described above. If the local or other permitting agencies expand the studied intersections, the scope of services will need to be revised. Any meetings required by the review agencies to discuss the project will be billed on a time and expense basis. A budget has been established for this task. The Client will be notified of the meetings prior to attendance. Reimbursable Expenses will also be billed on a time and expense basis and a budget for those items has also been included.

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D. Survey Phases

Based upon the final master plan approved by Client, Consultant will perform the following Survey Phase tasks:

1. Topographic Survey Phase

The Surveyor will prepare a topographic survey of the site for use in planning and engineering design. The Surveyor shall obtain vertical and horizontal data through use of drone LiDAR which will include spot elevations across the site as well as cross sections of well-defined features such as ditches and dirt roads. Data will be checked and verified using the 1.96 chi square value as established by the NSSDA (National Standard for Spatial Data Accuracy). Survey will be provided in CAD format for use in design.

2. Boundary Survey Phase

Surveyor will conduct a boundary survey of the lots making up the portion of the Project site known as the former Keller Subdivision. The boundary surveys shall be performed in conformance with the minimum standard requirements for the State of Georgia and the City of Port Wentworth. Boundary surveys shall consist of locating the lines and/or corners of tracts of land as per deed descriptions and other evidence found on the ground. Work will include running a basic field traverse, review of record deeds and plats, calculations and analysis of evidence found, establishment of lines, and preparation of a plat to a suitable scale and size for recording in the office of the appropriate agency (ex. Clerk of Superior Court) in accordance with State standards. Survey will not be prepared in conformance with ALTA standards.

3. Recombination Survey Phase

Surveyor will conduct a recombination survey of the aforesaid lots making up the portion of the Project site known as the former Keller Subdivision. The recombination survey shall be performed in conformance with the minimum standard requirements for the State of Georgia and the City of Port Wentworth. Work will include review of record deeds and plats, calculations and analysis of evidence found, establishment of lines, and preparation of a plat to a suitable scale and size for recording in the office of the appropriate agency (ex. Clerk of Superior Court) in accordance with State standards.

4. Subdivision Plat Services Phase

a. Prepare Subdivision Plat

- Surveyor will prepare a preliminary and final subdivision plat for the portion of the project site known as the Hester Tract in accordance with State and local law. The plat will be based on a land plan provided by Client, the purpose of which is to create an approximately 2-acre lot that is to be the future site of the Ghost Pirates Training Facility. Said subdivision plat is to also include a public right of way to

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provide access to said lot. Recording of the plat is the responsibility of Client.

b. Monument Lots

- Surveyor will temporary stake the front and back lot corners with wooden stakes during construction for information purposes and will label lot numbers on each stake. The stakes are not intended as property corners for platting purposes.
- Surveyor will stake and monument lots one time. Pricing is based on the use of iron pipes or standard rebar for monuments. If Client requires a different type of monument, the fee will be modified.

E. Design Phases

1. Engineering Design Phase

Consultant will prepare site development plans for Phase 1 as shown on the attached phasing plan. These plans will be submitted to Client for review. The site development plans will include:

- Grading – finish pad elevations, finish contours, parking lot, and grading information.
- Roadway – centerline geometry, stationing, and elevations.
- Drainage – structure location, pipe route and size, inverts and slopes, and lagoon elevations, including preparation of design calculation.
- Water Distribution – pipe route and size, valve location, hydrant location, and building connection, including preparation of design calculations. **Fire suppression and protection system design shall not be performed by Thomas & Hutton and is excluded from this proposal.**
- Sanitary Sewer – individual grinder pump station design, structure location, pipe size slope, and invert and building connection, including preparation of design calculations. Consultant will retain a subconsultant to design electric panel boards for sanitary sewer lift stations.
- Erosion Control – for roadway, drainage, water, and sewer systems
- Profiles – roads and sanitary sewer (water and drainage are not included).
- Construction Details – roads, drainage, water distribution, sanitary sewer, and erosion control.
- Quantity Takeoff and Opinion of Probable Construction Cost for water and sewer drainage systems and roads, including cut and fill calculations for earthwork.
- Technical specifications for water, clearing, earthwork, sewer, drainage systems, and roads.
- Design calculations – storm drainage, water distribution, and sanitary sewer systems.

Coordination with Geotechnical Consultant – Client will retain a geotechnical consultant to perform subsurface investigations and

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CONSULTANT'S INITIALS

pavement design for the project. Consultant will coordinate with the geotechnical consultant regarding needs of the Project and preliminary design information for the Project.

Dry Utility Coordination - Consultant shall coordinate with the dry utility companies to determine the location of dry utilities that may need to be removed and relocated to accommodate the proposed development. The actual design of the relocation of the dry utilities is not included in our proposal. The Client acknowledges that dry utility providers may require an "aid to construct" fee. This fee is the responsibility of the Client and is not included in this letter agreement.

The scope of services herein excludes field design. The Consultant can include this task if requested by Client through executed contract amendment. Client has indicated the fields shall be natural turf fields. Should the material change to artificial turf after the commencement of design through executed contract amendment, additional fee and schedule will be required.

2. Electrical Design (Sanitary Sewer Grinder Pump Stations)

Consultant shall sub-consult with Chatham Engineering to provide electrical design for the proposed sewerage pump stations to serve the site. The electrical consultant shall prepare electrical engineering design, plans, and specifications for the pump stations. The Consultant will coordinate with the electrical engineering consultant regarding needs of the project and design information for the project.

3. Landscape Design

The Consultant will provide a landscape plan meeting the minimum requirements of the pertinent the City of Port Wentworth codes. The landscape plan will include depicting tree, shrub and grass planting locations, types, specifications and details required to meet the minimum requirements of the City of Port Wentworth codes. The plan shall be prepared by a Registered Landscape Architect.

4. Irrigation System Design

The Consultant will retain Clark Irrigation Design & Construction, Inc., to provide irrigation design services for Phase 1 of the project. Irrigation design services may include:

- Sprinkler head locations, types, arcs and radius
- Electrical Control Valve locations, types, size and flow
- Mainline and Lateral pipe locations, types and sizes
- Control Wire locations, types and sizes
- Sleeve locations, types and sizes
- Controller location(s), type(s) and size(s)
- Sensor types and locations
- Pumping System type, size and location
- Well recharge system, type, size and location
- Details for the installation of irrigation system products

CLIENT'S INITIALS

 CONSULTANT'S INITIALS

- Notes specific to the project
- Specifications for components and installation

F. Permit Phases

1. Permit Phase

Consultant will assist Client with the preparation of submittal packages for the development approval. The payment of fees associated with the application process is the responsibility of Client. Consultant will submit final plans and specifications to the applicable local, state, and federal agencies for review. Agency submittals anticipated for this Project include:

- Georgia EPD Water and Wastewater
- Georgia EPD – Department of Natural Resources
- City of Port Wentworth
- Georgia Department of Transportation
- Kinder Morgan Gas Easement Encroachments
- Chatham County (Little Hearst Culvert Crossing)

Submittal fees are **not** included in our fee schedule and must be provided by Client at the time of submittal. Consultant will assist Client in obtaining construction permits for the Project. This phase includes revising plans and specifications according to regulating agency comments and, if requested, meeting with the agencies on behalf of Client.

2. Erosion Control Permit

Consultant will assist Client in compliance with the requirements of the permit to discharge storm water associated with construction activities. When requested by Client, this assistance may include:

- Submit Notice of Intent (NOI) to the applicable State on behalf of Client (as a Primary Permittee). This will include a certification that the Erosion, Sedimentation, and Pollution Control Plan (ES&PCP) has been prepared in accordance with the General Permit.
- Provide an initial observation of the measures installed under the ES&PCP within one (1) week after construction activities commence. Additional observations will be conducted as other measures required by the Plan are installed.
- Prepare and submit, as warranted, amendments to the ES&PCP.

Consultant's services **do not** include:

- Qualified personnel to monitor maintenance of ES&PCP measures.
- Continuous monitoring of maintenance of ES&PCP measures
- Monitoring of NTU's at outfalls or receiving streams
- Submittal of monthly reports to appropriate governing regulatory agency
- Submittal of Notice of Termination (NOT) and certification

CLIENT'S INITIALS

 CONSULTANT'S INITIALS

G. Construction Service Phases

Consultant will provide the following services for the Construction Phase:

1. Bid Process Phase

Consultant will assist Client during the Bid Phase. The service will be provided on a Time and Expense basis. Typical services provided during this phase include preparation of contract documents, assembling bid packages, attending, or conducting pre-bid meetings, responding to contractor questions, and preparation of Consultant's recommendation letter for award of bid. Personnel time will be detailed on monthly invoices.

2. Construction Observation Phase

During construction, Consultant will provide the following services:

- Review material data, shop drawings, and construction schedules provided by the contractor.
- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent.
- Attend final field inspections by regulating agencies for the project.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations will not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of Client with specific scopes and fees. The fee for this task assumes an eight (8) month construction period with field representatives observing construction for thirty (30) hours per month and thirty (30) hours of senior personnel time to support the construction observation effort.

Consultant provides construction services as defined above for the work designed by Consultant. Other construction work that may occur on site is the responsibility of other design professionals or Client and expressly not the responsibility of Consultant.

3. Record Drawing Phase

Consultant will prepare record drawings based on information supplied by Client's contractor. Client's contractor will provide a survey regarding any constructed facilities. The survey provided by the contractor shall be certified by a registered surveyor licensed in the state in which the work is performed, if required by the governing agency. The scope does not include field work on the part of Consultant. The information will be compiled in an AutoCAD format by the contractor and submitted to Consultant. Consultant will review this information to ensure that the

CLIENT'S INITIALS

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SCOPE OF SERVICES TO LETTER AGREEMENT FOR SERVICES BETWEEN
 THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND THE CITY OF PORT WENTWORTH (CLIENT)
 PORT WENTWORTH PARK PHASE 1/GHOST PIRATES TRAINING FACILITY

AUGUST 17, 2023

information submitted meets the intended design. Consultant **will not verify or certify** that the information submitted by the contractor or contractor representative is correct. Consultant will submit this information to the reviewing agency. The record drawings will meet the requirements of City of Port Wentworth record drawing specifications at the time this contract is executed. In addition, the Record Drawings will include:

- Storm drainage structures, inverts, and frame elevations
- The scope does not include the location or depth of any power, telephone, cable television, or natural gas lines.
- The record drawings will be compiled from field information collected during the survey phase, water, and sewer lateral locations as determined in the pad elevation survey, contractor's notes, and observations made by Consultant. The data will be presented in a format for the reviewing agency's review.
 - ♦ Additional information required by the reviewing agency beyond what is reasonable and customary for record drawings, will be billed as additional services. Examples are as follows:
 - ~ Geodetic coordinates for structures, fittings, or pipes
 - ~ Profiles for sanitary sewer, water, or storm drainage
 - ~ Roadway profiles
 - ~ Testing locations for roadway on the plan view

4. Project Close-out Phase

During construction, Consultant will provide the following services:

- Submit Record Drawings and make revisions as requested by City of Port Wentworth
- Attend final field inspections by regulating agencies for the project.
- Bond Coordination
- Request project acceptance by applicable agencies including necessary documents as required by Georgia Department of Transportation and the City of Port Wentworth.

Our fee is based upon the project being closed out as a single phase.

H. Exclusions

Unless a specific scope is included in this Agreement, these items are **not** included in the Scope of Services:

- Artificial turf field design
- Structural design
- Intersection improvements other than at Highway 30 development access and Meinhard Road development access.
- Off-site stormwater, water distribution system or sanitary sewer collection system improvements, other than what is specified in scope above
- Fountain and splash pad design
- Lighting and electrical design (assume Georgia Power will provide)

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**SCOPE OF SERVICES TO LETTER AGREEMENT FOR SERVICES BETWEEN
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- Natural gas design
- Telecommunications, fiber and internet design
- Accessibility construction compliance verification
- Archaeological survey and report, unless specific scope is included in the Agreement
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report, unless specific scope is included in the Agreement
- Building or signage permits
- Dumpster fencing design and enclosures
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off-site work unless specifically covered in the Scope of Services
- Approvals or permits other than those related to the Scope of Services covered by this Agreement
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems

These items can be coordinated or provided, if requested by Client in writing.

2. PERIODS OF SERVICE

A. General Consulting Phases

After receipt of a written notice to proceed from the Client, Consultant will commence work immediately and complete work over the duration of the project.

B. Master Plan Phase

After receipt of a written notice to proceed from the Client, Consultant will commence work within five (5) business days after receipt and complete work described in this phase within thirty (30) business days.

C. General Study/Report Phases

After receipt of a written notice to proceed from the Client, Consultant will commence work within fifteen (15) business days after receipt and complete work described in this phase within forty-five (45) business days.

D. Design Phase

Consultant will commence work within forty-five (45) business days and complete work described in this phase within forty-five (45) business days.

E. Permit Phase

After completion of the Design Phase, Consultant will submit permit applications within fifteen (15) business days. It should be noted the Consultant has no control over agency review duration.

CLIENT'S INITIALS

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AUGUST 17, 2023

F. Construction Phase

Upon completion of Permit Phase and Client direction, Consultant will commence work within five (5) business days after receipt and complete work described in this phase when project construction is completed.

Attachment: PW Park Civil Engineering - Letter Agreement (2879 : Park Phase 1 Agreement for Engineering Services)

 CLIENT'S INITIALS

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 CONSULTANT'S INITIALS

**GENERAL PROVISIONS TO LETTER AGREEMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND THE CITY OF PORT WENTWORTH (CLIENT)
PORT WENTWORTH PARK PHASE 1/GHOST PIRATES TRAINING FACILITY**

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PAYMENT FOR SERVICES

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

CLIENT'S RESPONSIBILITIES

A. Access

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. CLIENT's Representative

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees,

impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service remain the property of CONSULTANT. CONSULTANT retains all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will retain these records for a period of two (2) years following their completion during which period paper copies will be made available to CLIENT at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any changes made by anyone other than CONSULTANT or from any reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

CLIENT'S INITIALS

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CONSULTANT'S INITIALS

ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

BETTERMENT

If, due to CONSULTANT's negligence, a required item or component of the Project is omitted from CONSULTANT's construction documents, CONSULTANT will not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) CLIENT has elected to engage in value engineering of the Project, CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

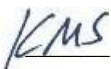
Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors & subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **\$400,000 or CONSULTANT's fee for services rendered, under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

CLIENT'S INITIALS



CONSULTANT'S INITIALS

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s)', or sub-contractor(s)' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT. **Unless specifically stated otherwise, CONSULTANT's work and responsibility under this Agreement terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building shown on the plans. CLIENT/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstance is CONSULTANT responsible for any portion of the building, especially as it relates to moisture or mold.**

INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of

reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

INSURANCE

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

- (1) **Workers' Compensation – As per Statutory requirements.**
- (2) **Employer's Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (3) **Commercial General Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (4) **Automobile Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (5) **Professional Liability – \$1,000,000 per claim and \$2,000,000 in aggregate.**

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

DELAYS

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe

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THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND THE CITY OF PORT WENTWORTH (CLIENT)
PORT WENTWORTH PARK PHASE 1/GHOST PIRATES TRAINING FACILITY**

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weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement. Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

AMENDMENT

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

CLIENT'S INITIALS

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CONSULTANT'S INITIALS



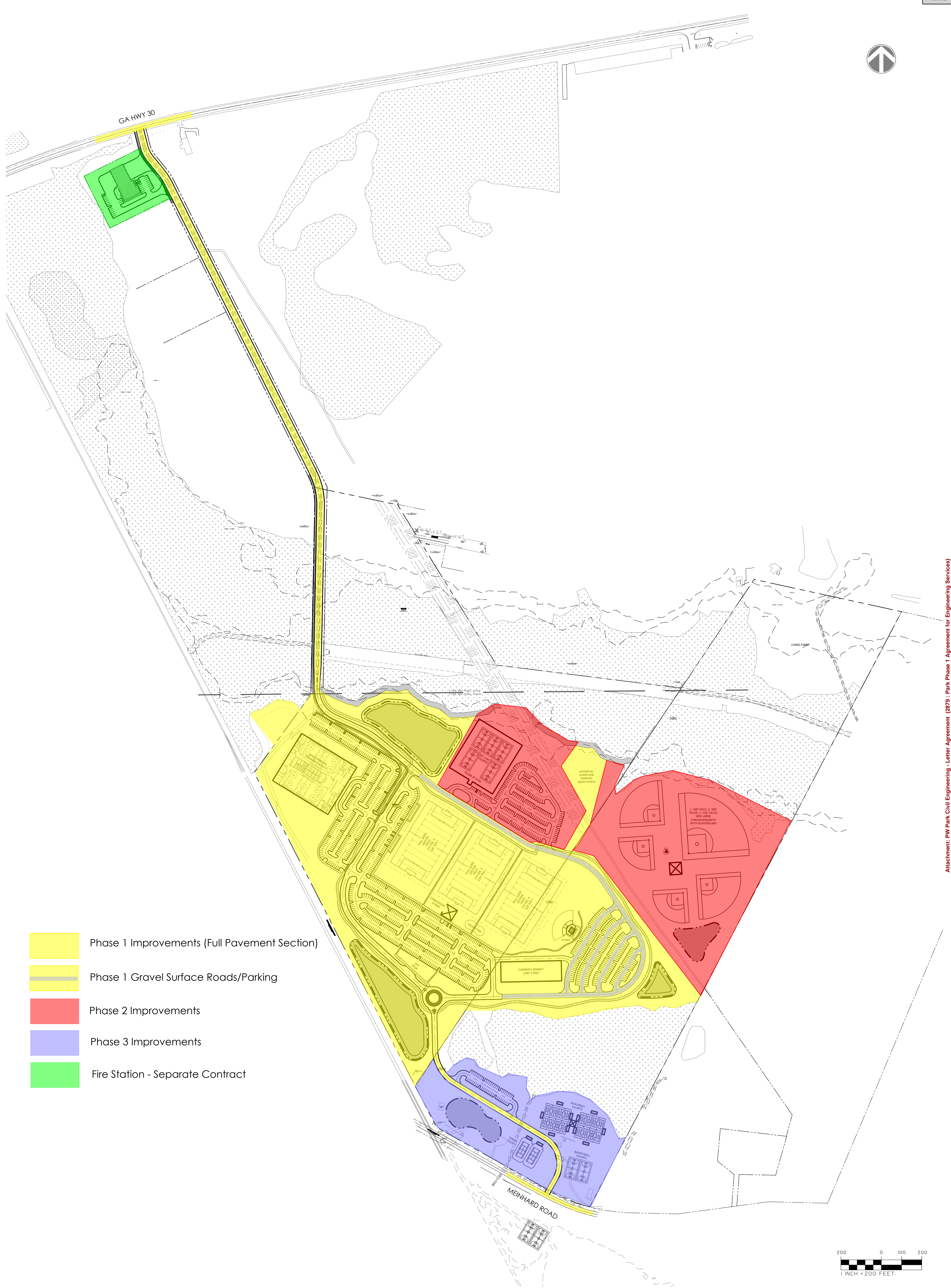
Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

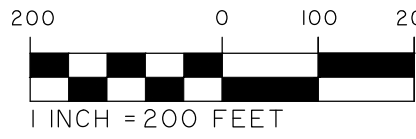
The current hourly rate charges for each skill position for 2023 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 280.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 255.00	Senior Manager	Senior Manager Survey Party (3-Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 230.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 210.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 200.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 185.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2-Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 170.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 160.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 150.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 135.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1-Man)	Landscape Designer II	GIS Analyst II		Permit Coordinator III Application Developer II
\$ 125.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 110.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 100.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 95.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I	Field Representative I	Admin III
\$ 90.00						Admin II
\$ 85.00						Admin I
\$ 425.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.5 times the cost.
5. All rates and charges are effective through December 31st, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.



- Phase 1 Improvements (Full Pavement Section)
- Phase 1 Gravel Surface Roads/Parking
- Phase 2 Improvements
- Phase 3 Improvements
- Fire Station - Separate Contract



CITY PARK PHASING PLAN

CITY OF PORT WENTWORTH

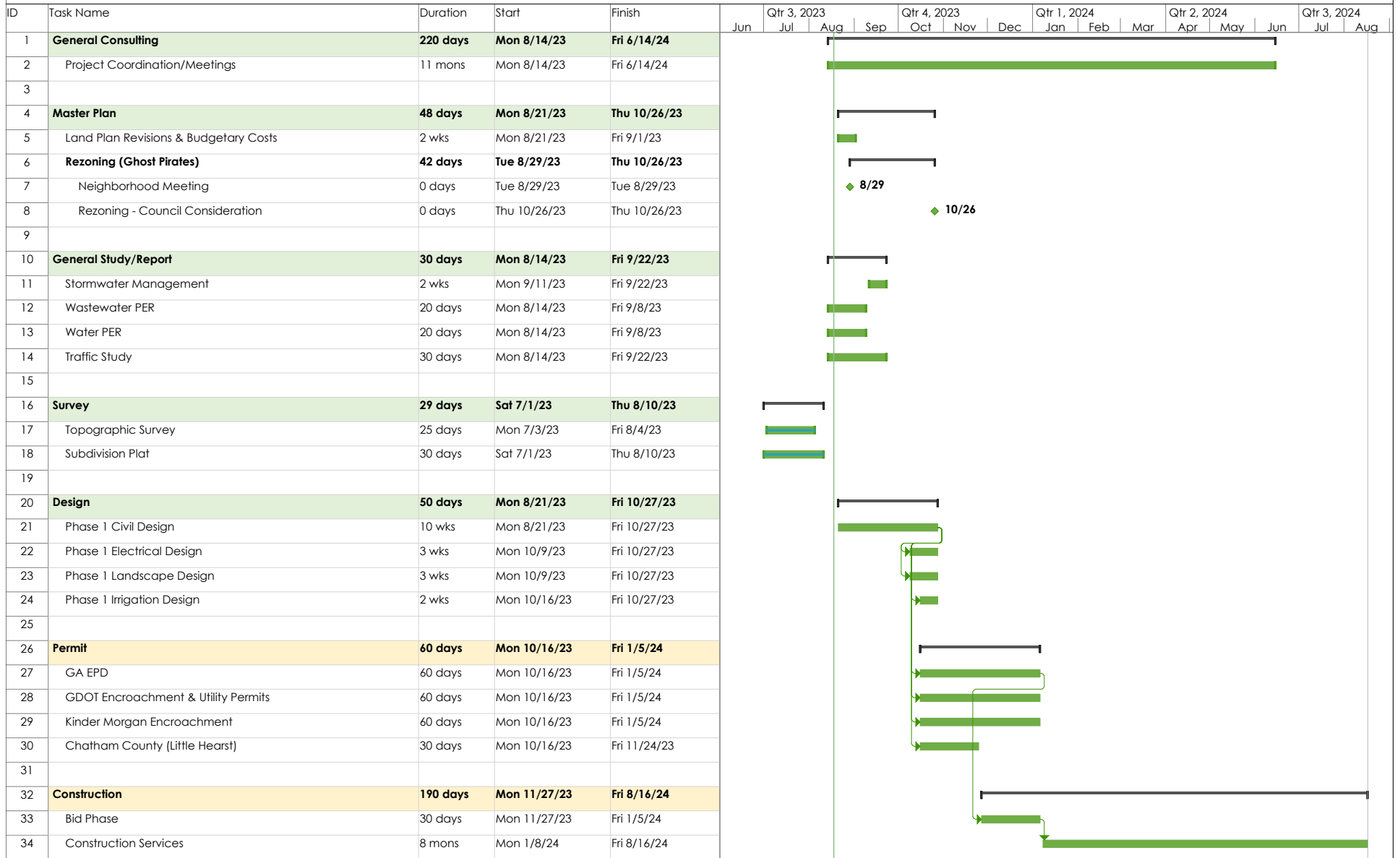
MEINHARD AND HIGHWAY 30
January 25, 2023

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

Port Wentworth Park - Phase 1

Preliminary Project Schedule
August 14, 2023



Project: City of Port Wentworth
Date: Fri 8/18/23

Task
Split
Milestone
Summary



Project Summary
Inactive Task
Inactive Milestone
Inactive Summary



Manual Task
Duration-only
Manual Summary Rollup
Manual Summary



Start-only
Finish-only
External Tasks
External Milestone



Deadline
Progress
Manual Progress



Thomas & Hutton cannot control agency review times and Contractor construction schedule.
As such, durations of permit and construction tasks are estimate and subject to change.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2872)

DOC ID: 2872

Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02029, a portion of 70976 02003, and a portion of 70976B 01001B (intersection of Highway 21 and Highway 30) to Rezone from RA (Residential Agriculture) to C-2 (Community Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's Kitchen) (1st Reading)

Issue/Item: Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02029, a portion of 70976 02003, and a portion of 70976B 01001B (intersection of Highway 21 and Highway 30) to Rezone from RA (Residential Agriculture) to C-2 (Community Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's Kitchen) (1st Reading)

Background: The subject property is currently woodland and open area.

Facts and Findings: The total amount of property to be rezoned is 7.843 acres. The applicant is requesting to rezone for a commercial development that will include a Convenience Store/Gas Station and two (2) Out-Parcels. The project will also include associated parking and drainage. The proposed access will be off Highway 30. The Developer intends to connect to City of Port Wentworth water and sanitary sewer utilities. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Rural Neighborhood Character Area. This project is located in City Council District 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, August 14, 2023 at 3:30 PM. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Signed App 5.24.23 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Adj Prop. Owners (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Rezoning Exhibit 5.24.23 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Concept Plan 11.3.22 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Sub Plat Rev 3 11.3.22 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Book 25p Page 10 (TIF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Book 41S Page 29 (TIF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed 1.98 Acre Lot (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed-Lots 1 & 2 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Auth of Property Owner (PDF)

- Wentworth Grove Major Subdivision P-Plat 2023 - Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Drayton Parker Companies C/O Daniel Ben-Yisrael Phone # 912-677-0593

Mailing Address: 17 W. McDonough Street, Savannah, GA 31401

Property Owner: Floyd Frank Neville Phone # _____

Use back if more than one owner

Owner Address: 120 State Road 30, Port Wentworth, GA 31407

PIN #(s): 70976-02029; 70976-02003; 70976B01001B # of Acres 7.843

Zoning Classification: Present R-A Requested C-2

Use of Property: Present Undeveloped Field Requested Gas Station

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?)

- These properties combine to create the northwest quadrant of the intersection of Highway 21 & 30
- The uses to the east, west and south are all commercial and include 1.) The City of Port Wentworth
- 2.) CVS Pharmacy 3.) Car Wash 4.) Coastal Nursery & Landscape Supply
- The proposed rezoning would not be in conflict with adjacent zonings or uses in these areas.

Attach the following documents:

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

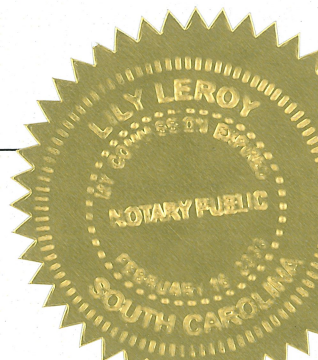
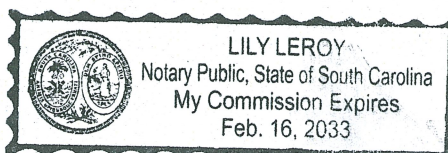
APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

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
24 day of May, 2023.

Lily L.
Notary Public

[Signature]
Signature of Applicant



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:

N/A

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

N/A

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:

N/A

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:

N/A

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.

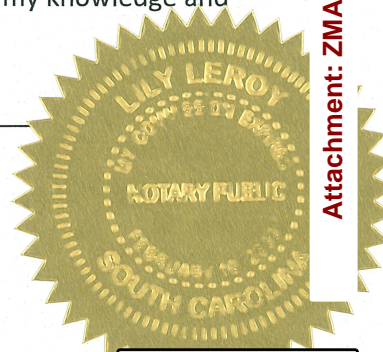
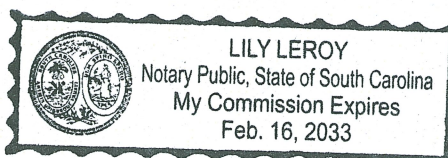
Sworn to and subscribed before me this

24 day of may, 2023.

Lily L.

Notary Public

[Signature]
Signature of Official



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:

N/A

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.

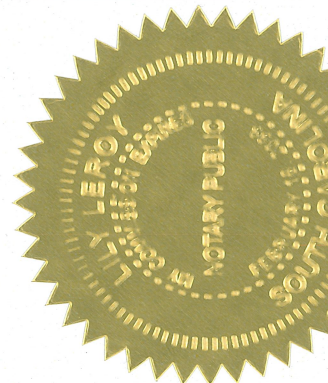
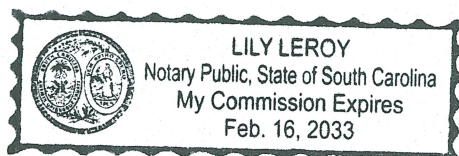
N/A

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
24 day of may, 2023.

Lily Leroy
 Notary Public

[Signature]
 Signature of Applicant



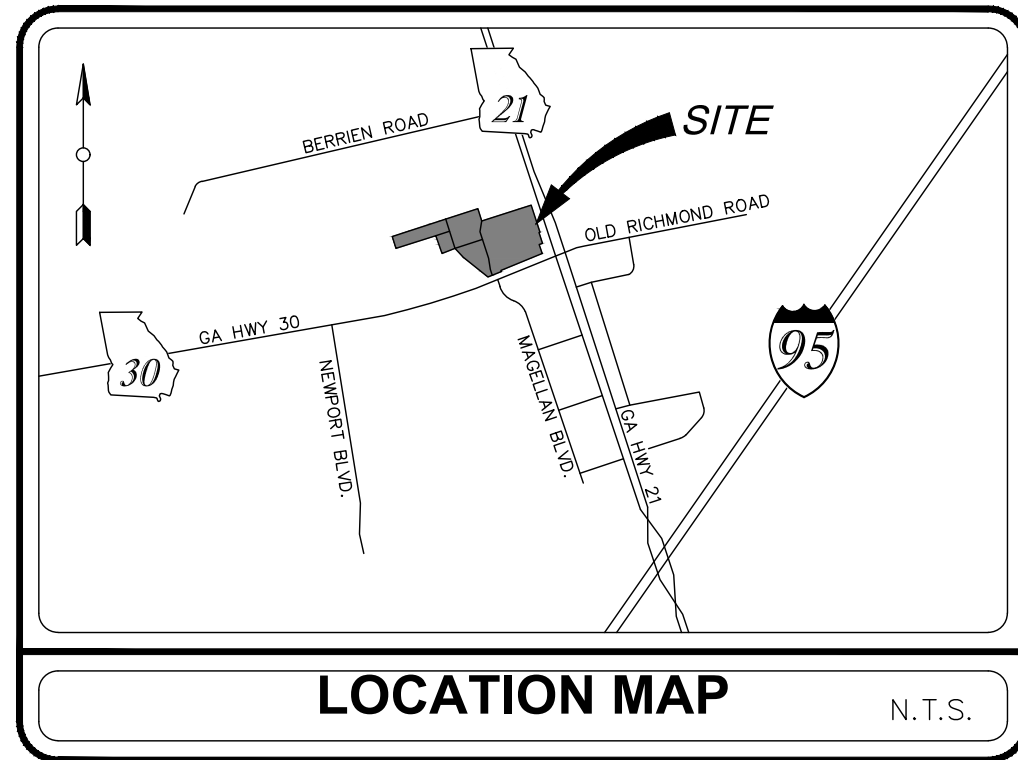
Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Signed App 5.24.23 (2872 : ZMA 70976 02003, 70976 02029, &

22-2059 Parkers – Highway 21 & 30, Port Wentworth

Adjacent property owners within 250' of property boundaries:

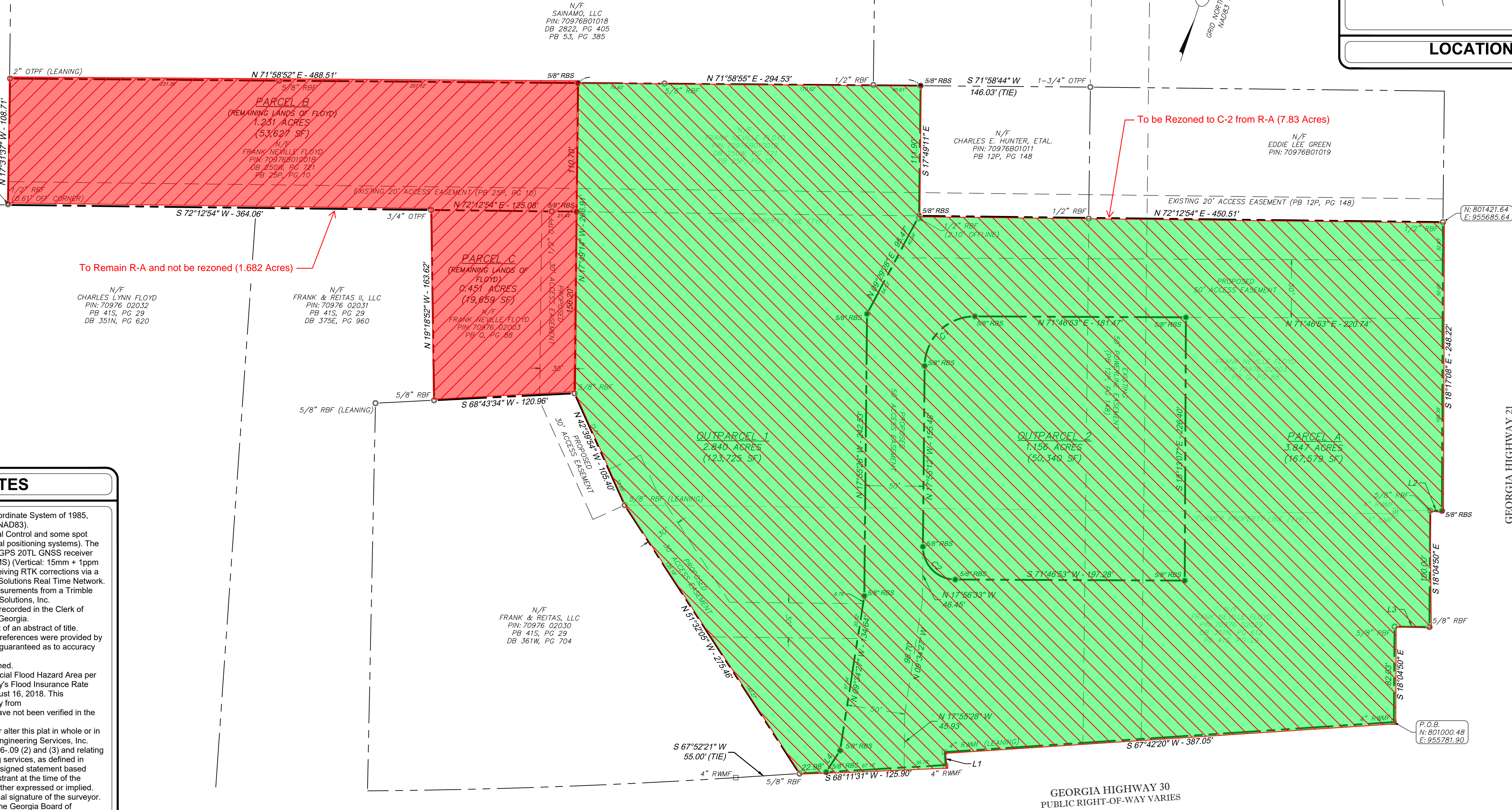
- 1.) Frank & Reita's LLC; 70976 02030; 134 Highway 30; 1716 E Highway 80, Bloomingdale, GA 31302
- 2.) Green Eddie Lee; 70976B01018 & 70976B01019; Highway 21; 7317 Highway 21, Port Wentworth, GA 31407
- 3.) Hunter Charles & Rosella; 70976B01001A; 7229 Highway 21, Port Wentworth, GA 31407
- 4.) Jones Rosella ET AL; 70976B01002; Augusta Road; 116 Village Lake Drive, Pooler, GA 31322
- 5.) Hunter Charles E ET AL; 70976B01011; Augusta Road; 7229 Highway 21, Port Wentworth, GA 31407
- 6.) Port City Car Wash, LLC.; 70037 02007; 38 Magellan Blvd.; 118 Pipemakers Circle, Suite 100, Pooler, GA 31322
- 7.) Double Reverse, LLC.; 70037 02006; 0 Magellan Blvd.; 250 N. Orange Avenue, Suite 1500, Orlando, FL 32801
- 8.) WPB Estate Management LLC.; 70037 02016; 0 Highway 21; 4107 Columbia Road, Augusta, GA 30907

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERKS FILING INFORMATION



LOCATION MAP

N.T.S.



SURVEY NOTES

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Basis of Bearings: Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 20TL GNSS receiver [RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)] with a Carlson RT3 data collector receiving RTK corrections via a Verizon Jetpack MiFi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Chatham County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
- Locations are located only where dimensioned.
- This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13051C0030G; Effective Date: August 16, 2018. This determination is based on lines taken digitally from <http://hazards-fema.maps.arcgis.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This survey is valid only if print has the original signature of the surveyor.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- All wetlands are under the jurisdiction of the U.S. Army Corps. of Engineers and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval.

SURVEY DATA

Parcel A:	3.847 Acres (167,579 Square Feet)
Outparcel 1:	2.840 Acres (123,725 Square Feet)
Outparcel 2:	1.156 Acres (50,340 Square Feet)
Parcel B:	1.231 Acres (53,627 Square Feet)
Parcel C:	0.451 Acres (19,659 Square Feet)
Total Area:	9.525 Acres (414,930 Square Feet)

Plat Closure: 1 in 1,273,168

Field Precision: This entire survey was completed using GPS Base and Rover, Real Time Kinematic, surveying methods using multi-frequency receivers. The field data for this boundary survey has a Relative Positional Accuracy of 0.06 feet or less, horizontally at the 95% confidence level.

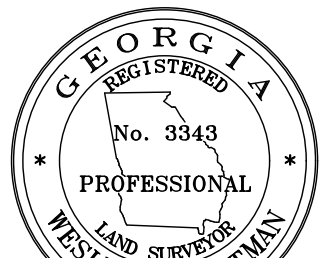
Equipment used: Carlson CR2+ Robotic Total Station
Carlson BRx6 GNSS GPS/eGPS Network

Field Work Completed on: September 23, 2022

REFERENCES

PB 75, PG 34	PB 12P, PG 148B	PB 25, PG 10
PB 41S, PG 29	PB Q, PG 88	DB 1250W, PG 721

SURVEYORS 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.

Wesley P. Weitzman
GA REG. L. S. NO. 3343

11/3/2022
DATE

LEGEND

PROPERTY BOUNDARY	---	POINT OF BEGINNING	P.O.B.
ADJACENT PROPERTY LINE	---	PROPERTY ID NUMBER	PIN
FORMER PROPERTY LINE	---	NOW OR FORMERLY	N/F
METES AND BOUNDS	N 47°45'54" E - 497.06'	RIGHT-OF-WAY	R/W
TAG LABEL	L# or C#	PLAT BOOK	PB
5/8" IRON REBAR FOUND	○ 5/8" RBF	DEED BOOK	DB
RIGHT-OF-WAY MONUMENT FOUND	□ RWMF	PAGE	PG
5/8" IRON REBAR SET W/CAP	● RBS	NOT TO SCALE	N.T.S.
MEANDER POINT	○		

CERTIFICATE OF DEDICATION

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.

OWNER _____ DATE _____

CERTIFICATE OF APPROVAL

APPROVED BY THE MAYOR AND COUNCIL, CITY OF PORT WENTWORTH

MAYOR _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

RECOMBINATION AND SUBDIVISION PLAT

FLOYD PROPERTY - 9.525 ACRES

8th G.M. DISTRICT

CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Prepared for:

DRAYTON PARKER COMPANIES

EMC ENGINEERING SERVICES, INC.

P.O. Box 2086
1211 Merchant Way, Suite 201
Salem, GA 30458
Ph: (912) 764-7022
Fax: (912) 233-4580
statesboro@emc-eng.com
www.emc-eng.com



CIVIL
MARINE
ENVIRONMENTAL
ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA

REVISION DESCRIPTION

NO.	REVISION DESCRIPTION	DATE
1	REVISE SUBDIVISION & EASEMENT LINE	9/28/22
2	CORRECT ACRES/SIGNATURE LINES	10/12/22
3	REVISE LOT LINES (PARCEL A, OP 1 & OP 2)	11/03/22

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G:\22-2059 PARKER'S- HWY 21 & HWY 30.DWG\22-2059-001.DWG 11/3/2022 11:49 AM



© 2022 Microsoft Corporation © 2022 Maxar ©CNES (2022) Distribution Airbus DS

VICINITY MAP:
NOT TO SCALE

SITE NOTES:

PROJECT DESCRIPTION

THE SUBJECT SITE CONSISTS OF UNDEVELOPED/OPEN SPACE, LYING ON 3 PARCEL(S) OF LAND. IT IS THE INTENTION OF THE DEVELOPER TO CONSTRUCT A CONVENIENCE STORE / GAS STATION AT THE CORNER OF HWY. 21 AND HWY. 30. THE DEVELOPER ALSO PLANS TO INSTALL AN ACCESS ROAD OFF OF HWY. 30 TO SERVE THE CONVENIENCE STORE DIESEL FUELING STATION AS WELL AS OUT-PARCELS TO BE LOCATED WEST OF THE ACCESS ROAD.

PROPERTY DESCRIPTION

NORTHWEST INTERSECTION OF HWY. 21 & HWY. 30
PIN #: 70976-02029, 70976-02003 & 70976B01001B

AREA

TOTAL PROPERTY AREA 7.83 ACRES
SUBJECT PROPERTY AREA 3.84 ACRES
OUT-PARCEL AREA OUT-PARCEL #1- 2.83 ACRES
OUT-PARCEL #2- 1.16 ACRES

ZONING

EXISTING R-A
PROPOSED C-3 (GENERAL-BUSINESS) (REZONING REQUIRED)

SETBACKS

FRONT SETBACK: 40'-FT
SIDE SETBACK: 10'-FT
REAR SETBACK: 10'-FT

UTILITIES

WATER THE DEVELOPER INTENDS TO CONNECT TO THE CITY OF PORT WENTWORTH'S UTILITY MAINS FOR WATER AND SANITARY SEWER SERVICE.
SANITARY SEWER

OFF STREET PARKING NOTES:

REQUIRED PARKING

1 SPACE PER 200 SQ. FT. + 1 SPACE PER FUEL PUMP

REQUIRED PARKING DESIGN CONSTRAINT

5,175 SQ. FT.
7 PUMPS

REQUIRED PARKING CALCULATION

(1 SPACE PER 200 SQ. FT. * 5,175 SQ. FT.) + (1 SPACE PER FUEL PUMP * 7 PUMPS) = 33 SPACES REQUIRED

PARKING PROVIDED

31 9-FT WIDE REGULAR AUTO SPACES
2 9-FT WIDE ADA AUTO SPACES
33 TOTAL SPACES

HATCH LEGEND:

PROPOSED ASPHALT

PROPOSED HEAVY-DUTY ASPHALT

PROPOSED CONCRETE SIDEWALK

DUMPSTER PAD

CONCEPTUAL PLAN SPECIAL NOTES

①

PYLON SIGN - TO BE DESIGNED AND PERMITTED BY OTHERS

②

24' X 186' AUTO CANOPY

③

DUMPSTER ENCLOSURE

④

CONCRETE PAD W/ (3) UNDERGROUND FUEL STORAGE TANKS

GEORGIA811

www.Georgia811.com

Know what's below.
Call before you dig.

THIS CONCEPTUAL SITE PLAN IS INTENDED TO ILLUSTRATE DEVELOPMENT POTENTIAL. THIS PLAN DOES NOT BIND OR LIMIT THE OWNER / DEVELOPER, NOR SHALL THE ENGINEER BE BOUND OR LIMITED BY THE PLAN. ALL ILLUSTRATIONS / DRAWINGS ARE SUBJECT TO CHANGE

NO.

REVISION DESCRIPTION

DATE

EMC ENGINEERING SERVICES, INC.

1211 Merchant Way, Suite 201
Statesboro, GA 30458
Ph: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

CIVIL
MARINE
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ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

CONCEPTUAL PLAN

PARKER'S KITCHEN

HWY. 21 & HWY. 30

PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Prepared for:
THE PARKER COMPANIES

PROJECT NO.: 22-2059

DRAWN BY: KES

DESIGNED BY: KES

SURVEYED BY: -

SURVEY DATE: -

CHECKED BY: CPR

SCALE: 1" = 50'

DATE: 11/03/2022

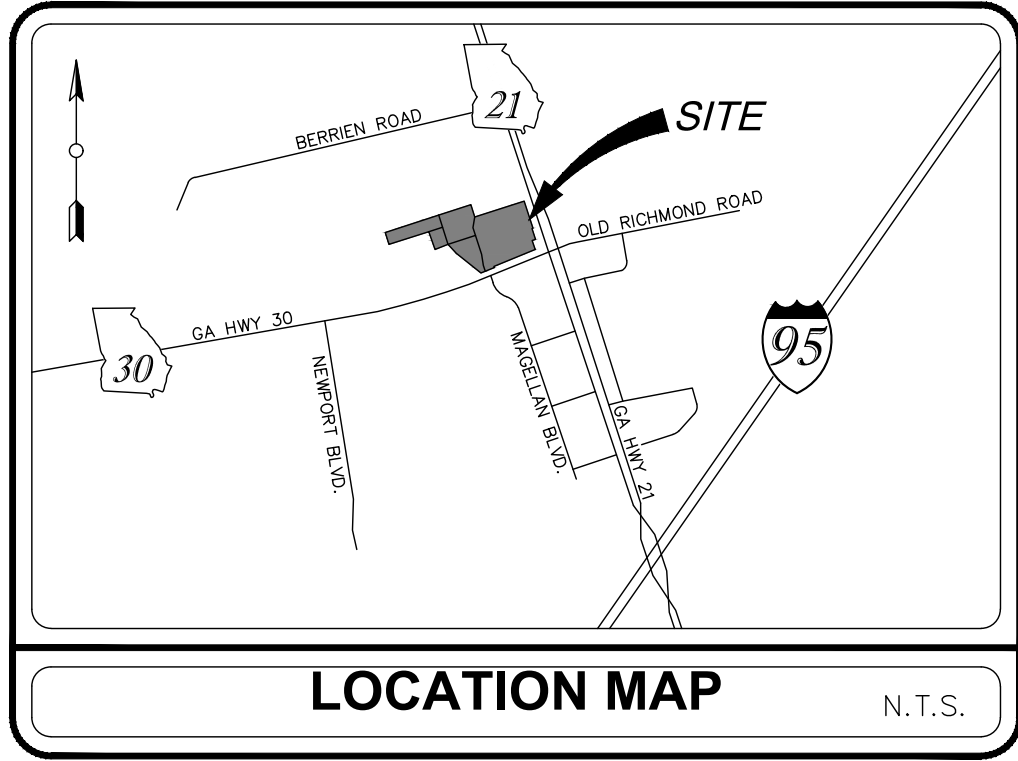
SHEET

1

OF 1

Packet Pg. 37

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERKS FILING INFORMATION



LOCATION MAP

N.T.S.

SURVEY NOTES

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Basis of Bearings, Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 20TL GNSS receiver [RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)] with a Carlson RT3 data collector receiving RTK corrections via a Verizon Jetpack MiFi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Chatham County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
- Locations are located only where dimensioned.
- This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13051C0030G; Effective Date: August 16, 2018. This determination is based on lines taken digitally from <http://hazards-fema.maps.arcgis.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This survey is valid only if print has the original signature of the surveyor.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval.

SURVEY DATA

Parcel A:	3.847 Acres (167,579 Square Feet)
Outparcel 1:	2.840 Acres (123,725 Square Feet)
Outparcel 2:	1.156 Acres (50,340 Square Feet)
Parcel B:	1.231 Acres (53,627 Square Feet)
Parcel C:	0.451 Acres (19,659 Square Feet)
Total Area:	9.525 Acres (414,930 Square Feet)

Plat Closure: 1 in 1,273,168

Field Precision: This entire survey was completed using GPS Base and Rover, Real Time Kinematic, surveying methods using multi-frequency receivers. The field data for this boundary survey has a Relative Positional Accuracy of 0.06 feet or less, horizontally at the 95% confidence level.

Equipment used: Carlson CR2+ Robotic Total Station
Carlson BRx6 GNSS GPS/eGPS Network

Field Work Completed on: September 23, 2022

REFERENCES

PB 75, PG 34	PB 12P, PG 148B	PB 25, PG 10
PB 41S, PG 29	PB Q, PG 88	DB 1250W, PG 721

SURVEYORS 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.

Wesley P. Weisman
GA REG. L. S. NO. 3343

11/3/2022
DATE

LEGEND

PROPERTY BOUNDARY	---	POINT OF BEGINNING	P.O.B.
ADJACENT PROPERTY LINE	---	PROPERTY ID NUMBER	PIN
FORMER PROPERTY LINE	---	NOW OR FORMERLY	N/F
METES AND BOUNDS	N 47°45'54" E - 497.06'	RIGHT-OF-WAY	R/W
TAG LABEL	L# or C#	PLAT BOOK	PB
5/8" IRON REBAR FOUND	○ 5/8" RBF	DEED BOOK	DB
RIGHT-OF-WAY MONUMENT FOUND	□ RWMF	PAGE	PG
5/8" IRON REBAR SET W/CAP	● RBS	NOT TO SCALE	N.T.S.
MEANDER POINT	○		

CERTIFICATE OF DEDICATION

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.

OWNER

DATE

CERTIFICATE OF APPROVAL

APPROVED BY THE MAYOR AND COUNCIL, CITY OF PORT WENTWORTH

MAYOR _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

RECOMBINATION AND SUBDIVISION PLAT

FLOYD PROPERTY - 9.525 ACRES

8th G.M. DISTRICT

CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Prepared for:

DRAYTON PARKER COMPANIES

EMC ENGINEERING SERVICES, INC.

PO Box 2086
1211 Merchant Way, Suite 201
Statesboro, GA 30488
Ph: (912) 764-7022
Fax: (912) 233-4580
statesboro@emc-eng.com
www.emc-eng.com



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ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA

NO.	REVISION DESCRIPTION	DATE
1	REVISE SUBDIVISION & EASEMENT LINE	9/28/22
2	CORRECT ACRES & SIGNATURE LINES	10/12/22
3	REVISE LOT LINES (PARCEL A, OP 1 & OP 2)	11/03/22

GRAPHIC SCALE: 1" = 50'

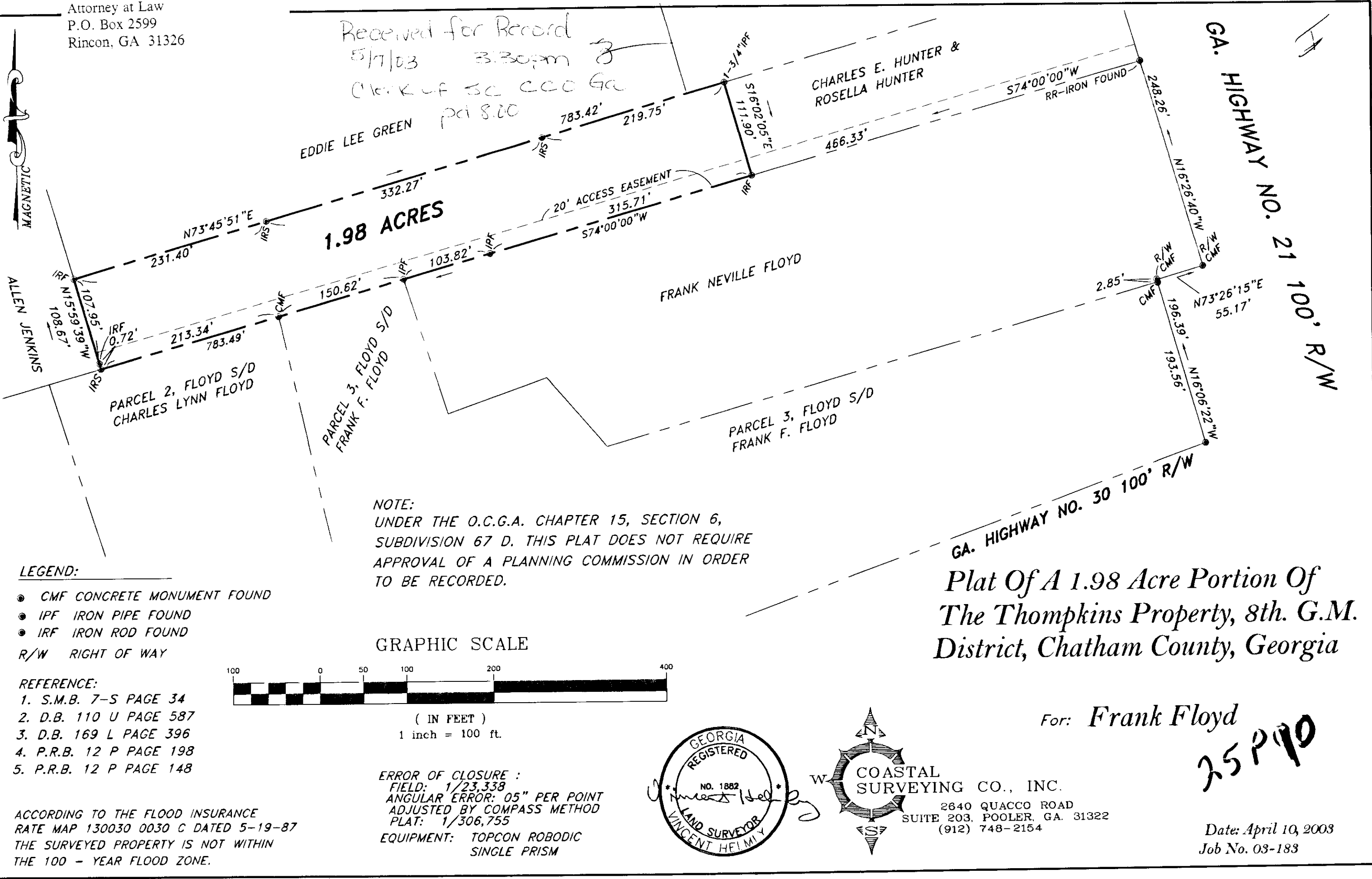
SHEET

1

OF

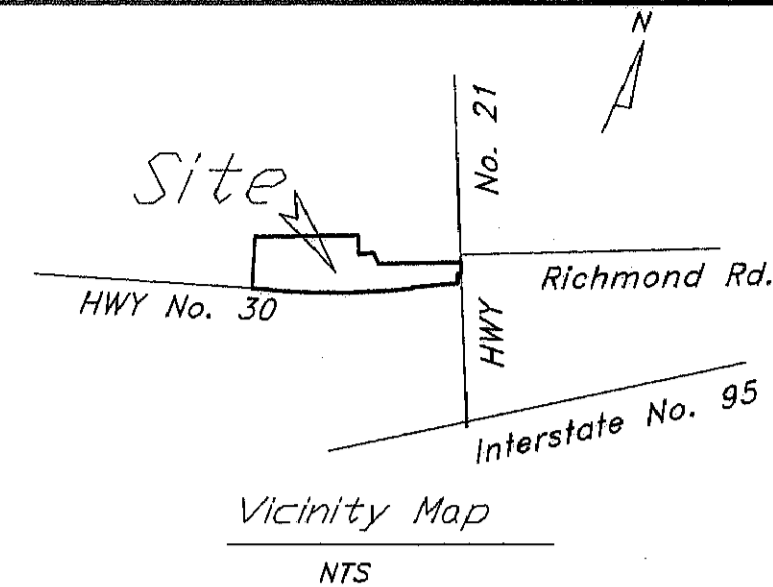
1

Theodore T. Carellas, P.C.
Attorney at Law
P.O. Box 2599
Rincon, GA 31326



RECEIVED FOR FILE
2009 APR -7 PM 3:44

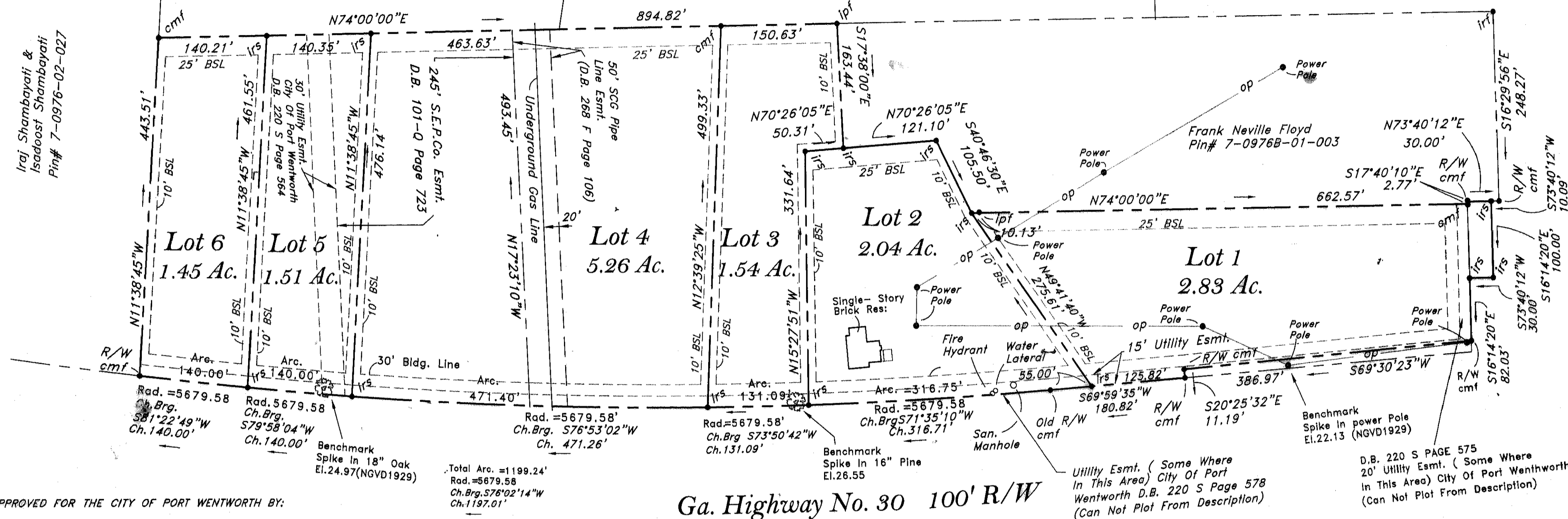
DAVID J. PRICE
CITY ENGINEER



Taniqua J. Price
Pin# 7-0976B-01-014

Frank Neville Floyd
Pin# 7-0976B-01-001B
D.B. 250 W PAGE 721
P.R.B. 25 P PAGE 10

Iraj Shambayati &
Isadoost Shambayati
Pin# 7-0976-02-027



APPROVED FOR THE CITY OF PORT WENTWORTH BY:

G. G. Smith 3/24/09
MAYOR DATE
David M. Smith 4/8/09
CHAIRMAN PLANNING AND ZONING DATE

CITY ENGINEER DATE
David J. Price 3/24/09
COUNCIL MEMBER DATE
Paul H. Cobb 3/26/09
COUNCIL MEMBER DATE
James E. Curry 3-26-09
COUNCIL MEMBER DATE

COUNCIL MEMBER DATE
COUNCIL MEMBER DATE
COUNCIL MEMBER DATE

APPROVED BY THE CHATHAM COUNTY DEPARTMENT
OF PUBLIC HEALTH, DIVISION OF ENGINEERING
AND SANITATION.

David J. Price 4-2-09
Environmental Health Director DATE

Ga. Highway No. 30 100' R/W

REFERENCES:

1. S.M.B. 7 S PAGE 34
2. P.R.B. 25 P PAGE 10
3. D.B. 268 F PAGE 106
4. D.B. 220 S PAGE 564
5. D.B. 242 U PAGE 360
6. D.B. 220 S PAGE 574
7. D.B. 245 I PAGE 067
8. R/W PROJECT: EDR-041-2 (36)
9. D.B. 101 Q PAGE 723
10. D.B. 250 W PAGE 721
11. 220 S PAGE 578

Original Lots = 3
New Lots = 6
Total Area: 14.57 Acres

Legend:

irs Iron Rod Set
R/W Right-Of-Way
cmf Conc. Monument Found
lpf Iron Pipe Found
lpf Iron Rod Found
op Overhead Power

NOTES:

1. LOTS 1, 2 & 3 ARE DIVIDED FROM FLOYD SUBDIVISION PARCEL 3, PIN # 7-0976-02-002A.
2. LOT 4 IS A RECOMBINATION OF FLOYD SUBDIVISION PARCEL 2 AND THE EASTERN PORTION OF PARCEL 1. PARCEL 2 = PIN# 7-0976-02-02B.
3. LOTS 5 & 6 ARE DIVIDED FROM THE WESTERN PORTION OF FLOYD SUBDIVISION PARCEL 1. PARCEL 1 = PIN# 7-0976-02-002.
4. LOTS TO BE SERVED BY CITY OF PORT WENTWORTH WATER & SEWER SYSTEMS.

A Resubdivision Of Parcels 1, 2 & 3,
Floyd Subdivision, 8th. G.M. District,
Port Wentworth, Chatham County, Georgia

FOR: Estate Of Alma Reita Floyd

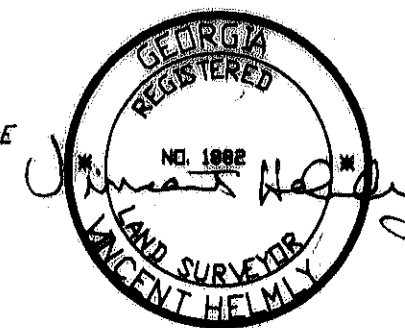
ERROR OF CLOSURE:
FIELD: 1/23,258
ANG. ERROR: 3" PER ANG. PT.
ADJUSTED BY: COMPASS METHOD
PLAT: 1/256,456
EQUIPMENT: TOPCON GTS GTS236W TOTAL STATION
SINGLE PRISM

Vincent Helmly

317 Derrick Inn Road
SAVANNAH, GEORGIA
(912) 925-3523

SCALE: 1"=100'
DATE: July 23, 2008
JOB# 08-152

ACCORDING TO THE FLOOD INSURANCE
RATE MAP 130030 0030 C DATED
MAY 19, 1987 THE SURVEYED
PROPERTY IS NOT WITHIN A
SPECIAL FLOOD HAZARD AREA.
THIS PROPERTY LIES IN ZONE "X"



SCALE: 1" = 100'

Clock#: 389528
FILED FOR RECORD

5/07/2003 02:24pm

PAID: 12.00

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

Real Estate Transfer Tax

PAID \$24.00

For Clerk of Superior Court

BOOK
250
PAGE
721

Return Recorded Document to:
Theodore T. Carellas, P.C.
Post Office Box 2599
Rincon, GA 31326

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

File #: 0267-03

This Indenture made this 23rd day of April, 2003 between Alex Jenkins, of the County of Dade, State of Florida, as party or parties of the first part, hereinafter called Grantor, and Frank Neville Floyd, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

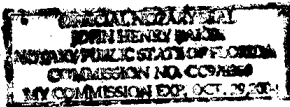
Witness

Notary Public

Alex Jenkins

(Seal)

(Seal)



Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed 1.98 Acre Lot (2872 : ZMA 70976 02003, 70976 02029, &

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Chatham County, Georgia, containing 1.98 acres and being a portion of TheThompkins Property, as shown and more particularly described on that certain map or plat made by Vincent Helmly, R.L.S. #1882, dated April 10, 2003, recorded in Plat Book 25P, Folio 10, 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.

This being the same property conveyed by Warranty Deed from Charlie Thompkins to Alex Jenkins, dated April 28, 1978, recorded in Deed Book 110-U, page 587, aforesaid records.

SUBJECT TO AND INCLUDED HERewith is a 20 foot access easement for ingress and egress purposes across the Southern side of the above-described property as shown on the aforescribed plat.

A.J.

BOOK
250
PAGE
722

Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed 1.98 Acre Lot (2872 : ZMA 70976 02003, 70976 02029, &

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 POST OFFICE BOX 2599
 RINCON, GA 31326

Clock#: 1160343
 FILED FOR RECORD
 5/22/2009 10:04am
 PAID: 12.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM)

EXECUTOR'S DEED

THIS INDENTURE, Made this the 15 day of MAY, 2009, between FRANK NEVILLE FLOYD and CHARLES LYNN FLOYD, Executors of the Estate of ALMA REITA FLOYD, late of the State of Georgia, and County of Chatham, deceased, as Parties of the First Part (hereinafter called "grantors") and FRANK NEVILLE FLOYD, as Party of the Second Part (hereinafter called "grantee"), the words "grantor(s)" and "grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits:

BOOK
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 PAGE
 612

WITNESSETH: That the said grantors (acting under and by virtue of the power and authority contained in the Last Will and Testament of Alma Reita Floyd, the same having been duly probated and recorded in the Court of Probate of Chatham County, Georgia) and all debts of said estate of Alma Reita Floyd having been paid, for and in consideration of the sum of Ten and 00/100 (\$10.00) DOLLARS in hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, the following described property, to wit:

See "Exhibit A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

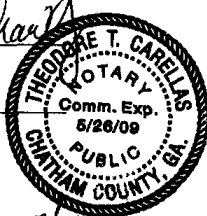
And the said Parties of the First Part, their heirs, executors, successors and assigns will warrant and forever defend the right and title to the above described property unto the said Party of the Second Part, his executors, administrators, heirs and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hand and seal, the day and year first above written.

Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC

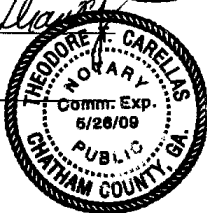


Frank Neville Floyd (SEAL)
 FRANK NEVILLE FLOYD, Executor of the Estate
 of Alma Reita Floyd

Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Charles Lynn Floyd (SEAL)
 CHARLES LYNN FLOYD, Executor of the Estate
 of Alma Reita Floyd

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot One (1), containing 2.83 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Reita Floyd.

Subject to conditions, restrictions and easements of record and as shown n the
aforedescribed plat of survey.

BOOK
351 N
PAGE
613

Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed-Lots 1 & 2 (2872 : ZMA 70976 02003, 70976 02029, & 70976B01001B

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 POST OFFICE BOX 2599
 RINCON, GA 31326

Clock#: 1160344
 FILED FOR RECORD
 5/22/2009 10:04am
 PAID: 12.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

BOOK
 351 N
 PAGE
 614

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM)

EXECUTOR'S DEED

THIS INDENTURE, Made this the 15 day of MAY, 2009, between FRANK NEVILLE FLOYD and CHARLES LYNN FLOYD, Executors of the Estate of ALMA REITA FLOYD, late of the State of Georgia, and County of Chatham, deceased, as Parties of the First Part (hereinafter called "grantors") and FRANK FORREST FLOYD, as Party of the Second Part (hereinafter called "grantee"), the words "grantor(s)" and "grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH: That the said grantor (acting under and by virtue of the power and authority contained in the Last Will and Testament of Alma Reita Floyd, the same having been duly probated and recorded in the Court of Probate of Chatham County, Georgia, for and in consideration of the sum of Ten and 00/100 (\$10.00) DOLLARS In hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, the following described property, to wit:

See "Exhibit A" attached hereto and made a part hereof.

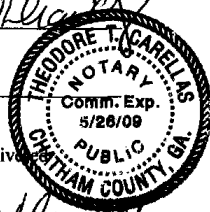
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hand and seal, the day and year first above written.

Signed, sealed and delivered
 in the presence of:

WITNESS

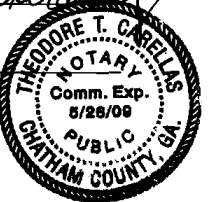
NOTARY PUBLIC



Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Frank Neville Floyd (SEAL)
 FRANK NEVILLE FLOYD, Executor of the Estate
 of Alma Reita Floyd

Charles Lynn Floyd (SEAL)
 CHARLES LYNN FLOYD, Executor of the Estate
 of Alma Reita Floyd

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot Two (2), containing 2.04 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Rita Floyd.

Subject to conditions, restrictions and easements of record and as shown on the aforementioned plat of survey.

BOOK
351 N
PAGE
615

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

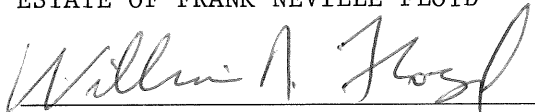
I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Drayton-Parker Companies, LLC C/O Daniel Ben-Yisrael

Address: 17 W. McDonough Street, Savannah, GA 31401

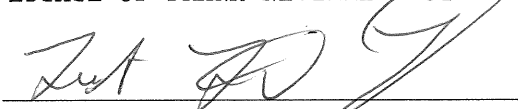
Telephone Number: 912-677-0593

ESTATE OF FRANK NEVILLE FLOYD



Signature of Owner WILLIAM NEVILLE FLOYD
AS CO-EXECUTOR OF THE ESTATE

ESTATE OF FRANK NEVILLE FLOYD

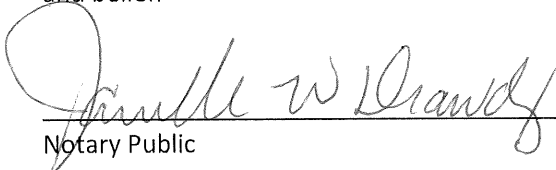


Signature of Owner FRANK FORREST FLOYD
AS CO-EXECUTOR OF THE ESTATE

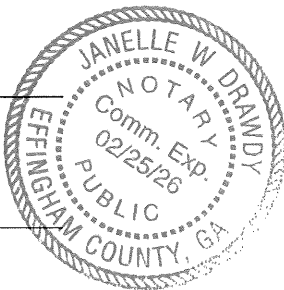
Personally appeared before me

William Neville Floyd and Frank Forrest Floyd

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


Notary Public

9/22/22
Date



Project Timeline

Project Number: 230120

Project Name: Wentworth Grove Major Subdivision P-Plat 2023

Applicant: Scott K Monson, T&H Engineering

Owner: Port Wentworth SFR LLC

Planning Commission Date: 07/10/2023

Council Date: 07/27/2023

- 04.10.2023 – Application received-Incomplete (SC)
- 04.12.2023 – Email with Link to Electronic Copy Received (ME)
- 05.05.2023 – 2nd Submittal Received (SC)
- 05.08.2023 – Email sent to T&H regarding the Deed restrictions or Subdivision Covenants
- 05.09.2023 - Site plan/subdivision review request emailed to TRLong to start
- 06.06.2023 – 1st Review by TR Long received. (Email sent to Scott Monson) SC
- 06.07.2023 – Response email from Scott regarding pipes sent to TRLong (SC)
- 06.07.2023 – 1st Comment received by T&H (Email sent to TRLong) SC
- 06.08.2023 – Electronic Subdivision application received for Ph. 1,2,&3
- 06.09.2023 – Hard copy of Subdivision Application for each Phase received
- 06.11.2023 – Concurrence Letter received from TR Long
- 06.12.2023 – Email sent to Scott Monson regarding no Site Plan Application & Balance owed for Subdivision Submittals
- 06.13.2023 – Email from ME sent to Scott Monson regarding Site Plan Application needed with Full payment for Site Plan & Subdivision Applications
- 06.14.2023 – Email sent to Scott Monson regarding items needing to be corrected on preliminary plats for Phases 1,2,& 3
- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 06.16.2023 – Received revised plats from T & H to include addresses



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2877)

DOC ID: 2877

Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer and Lynwood R & Anita S Griner and Johnny R Griner, for PIN #'s 70976 01055, 70976 01041Y, 70976 01038, 70976 01039 & 70976 01040 (1100, 1112 & 1122 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (1st Reading)

Issue/Item: Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer and Lynwood R & Anita S Griner and Johnny R Griner, for PIN #'s 70976 01055, 70976 01041Y, 70976 01038, 70976 01039 & 70976 01040 (1100, 1112 & 1122 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (1st Reading)

Background: The subject properties are currently being used as a residential homes and a open field. There are several buildings or structures on the subject properties.

Facts and Findings: The total amount of property to be rezoned is 27.0 acres. The applicant is requesting to rezone the property from R-A (Residential Agriculture) to R-M (Residential Multifamily) to develop a cottage development community called LEO Cottages at Port Wentworth. The nature of the proposed development is a "build to rent" or "cottage" community which will consist of 250 dwelling units in single-family or two-family buildings that are owned & operated by the developer as rental units. The access for the development will be off of Meinhard Road and Highway 30 (with GDOT approval). The project will also include associated drainage and water and sewer utilities. 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 Monday, July 10, 2023 at 3:30 PM. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (PDF)
- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Owner sign (PDF)

- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2-2nd Application (PDF)
- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC Phone # (912) 644-5756

Mailing Address: Bouhan Falligant LLP, One West Park Avenue, Savannah, GA 31401

Property Owner: Pfeiffer Family Living Trust; William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer

Phone #

Use back if more than one owner

Owner Address: 1100 Meinhard Road, Port Wentworth, GA 31407

PIN #(s): 70976 01055; 70976 01041Y

of Acres 23.44 (aggregate)

Zoning Classification: Present R-A Requested R-M

Use of Property: Present Residential / Agricultural Requested Multifamily Residential

_____ 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?)

See attachment

Attach the following documents:

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

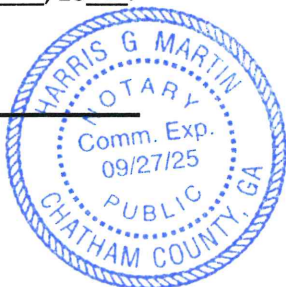
APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

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

Sworn to and subscribed before me this

4th day of May, 2023

Notary Public



Signature of Applicant

DISCLOSURE OF FINANCIAL INTERESTS

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

Reference: Application filed on May 4, 2023, to rezone real property described as follows:

See attachment

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

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

Charlotte G. Pfeifer, trustee
 Signature of Owner

Personally appeared before me

Charlotte G. Pfeifer

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

[Signature]
 Notary Public

5-5-2023
 Date



AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

William K. Pfeiffer Jr. trustee
 Signature of Owner

Personally appeared before me

William Koolker Pfeiffer Jr., Trustee

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

[Signature]
 Notary Public

5-5-2023
 Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on May 4, 2023, to rezone real property described as follows:

See attachment

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
4th day of May, 2023

Signature of Applicant

Notary Public



ATTACHMENT

**to Rezoning (Map Amendment) Application
of John D. Northup III
for Advenir Oakley Development, LLC**

INTRODUCTION

The subject parcels are within the Phase 3 Master Plan Design District. Accordingly, pursuant to Section 2.3 of the Master Plan Overlay section within Section 5.1 of the Port Wentworth Zoning Ordinance (the "Ordinance"), the subject parcels must submit a master plan for review and approval by the City. The site plan attached hereto as **Exhibit A** (the "Master Plan") shall constitute the master plan for purposes of compliance with such section of the Ordinance.

The Master Plan contemplates a development that contains approximately 215 dwelling units and an amenity complex, contained within approximately 23.5 acres. The two currently existing parcels will be recombined after the developer acquires them (contingent on a successful rezoning), so that either a single parcel will result, or a small number of parcels. The nature of the proposed development is a "build to rent" or "cottage" community, which will consist of dwelling units in single-family or two-family buildings that are owned and operated by the developer as rental units. Accordingly, a separate lot is not required for each building or dwelling unit, since ownership of all buildings and dwelling units will be retained by the developer. In this way, the development will function like a multi-family development, though with units not being clustered in a single large building, but rather in single- or two-family homes spread across a small number of lots. The developer calls this concept a "horizontal multi-family" use.

Given this proposed use, the master plan contains only a single zoning classification – R-M, or Multifamily Residential. That zoning classification allows for a maximum density of 18 dwelling units per gross acre. The proposed development on the subject parcels should yield a density of slightly more than 9 dwelling units per acre – far less density than the R-M zoning classification allows.

In connection with input by the City of Port Wentworth (the "City"), the master plan may be amended if necessary to incorporate the development standards that are particular to an R-M classification, but which address the unique "one lot" structure proposed for this development. The developer intends to adhere to all applicable setbacks, buffers and parking requirements, though those may need to be reinterpreted to apply to this situation, in which dwelling unit buildings are not situated on their own individual lots.

The proposed development will be a very walkable, pedestrian-friendly area that will not be gated. There are possibilities to connect the proposed development to potential commercial properties that may be developed in the future to the north of the proposed development, on the other side of Little Hurst Branch.

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

The subject parcels are currently zoned R-A, or Residential-Agriculture. Directly across Meinhard Road is the Lake Shore development, which consists of largely single family residential homes, with a few townhomes in the southeast corner of the development. Lake Shore is zoned P-RIP, or Planned Residential-Institutional. The maximum density allowed by an RIP zoning classification is 12 dwelling units per acre. That is comparable, and even a little greater than, the +/- 9 dwelling units per acre that will be contained in the proposed development. So the density of the proposed development will be slightly less than the Lake Shore development across Meinhard Road.

The properties surrounding the subject parcels on the north side of Meinhard Road are largely single family residences on large lots. However, several of the large lots to the northeast of the subject lots (across Little Hurst Branch and bordering on Benton Boulevard) are anticipated to be developed as commercial properties. The medium density, walkable and accessible development being proposed in Advenir Oakley's master plan could serve as a bridge between the more dense, largely single family Lake Shore area and the pending commercial properties to the northeast.

I. SUBJECT PROPERTY

[See tax parcel map attached as **Exhibit B** showing the parcels described below numbered **in red**]

<u>No.</u>	<u>PIN</u>	<u>Address</u>	<u>Owner</u>
1	70976 01055	1100 Meinhard Road	William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer, Trustees, or their Successors in Trust, Under the Pfeiffer Family Living Trust Dated October 30, 2007, and Any Amendments Thereto
2	70976 01041Y	1100 Meinhard Road	William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer, Trustees, or their Successors in Trust, Under the Pfeiffer Family Living Trust Dated October 30, 2007, and Any Amendments Thereto

Legal Descriptions (metes and bounds):

PARCEL 1 (PIN 70976 01055):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set, said point being the POINT OF BEGINNING and having a coordinate of N798360.15 E947606.99; thence S 29°11'59" E a distance of 774.48' to an iron rebar set; thence S 36°38'13" E a distance of 525.40' to a concrete monument; thence S 29°55'57" W a distance of 146.04' to a concrete monument; thence N 46°17'46" W a distance of 112.59' to a concrete monument; thence S 36°53'21" W a distance of 318.07' to a concrete monument leaning; thence N 60°02'13" W a distance of 996.32' to a ½" iron rebar found; thence N 26°54'39" E a distance of 874.45' to a concrete monument; thence N 44°28'18" E a distance of 173.02' to an iron rebar, which is the POINT OF BEGINNING, said parcel containing 18.42 acres, more or less.

PARCEL 2 (PIN 70976 01041Y):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found, said point being the POINT OF BEGINNING and having a coordinate of N798360.15 E947696.99; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found; thence N 60°02'39" W a distance of 234.93' to a concrete monument found; thence N 25°11'35" E a distance of 219.19' to a concrete monument found; thence N 25°14'36" E a distance of 492.39' to a concrete monument found; thence N 46°01'09" E a distance of 137.88' to a concrete monument found; thence N 43°04'03" E a distance of 97.27' to an iron rebar set; thence S 41°22'18" E a distance of 197.35' to a concrete monument, which is the POINT OF BEGINNING, said parcel containing 5.00 acres, more or less.

II. PROPERTIES WITHIN 250' OF SUBJECT PARCELS

[See tax parcel map attached as Exhibit B showing the parcels described below highlighted in yellow and numbered in blue]

Map Ref #	PIN	Property Address	Last	First	Mailing Address
1	70976 01023	732 Highway 30	Rahn	Guy K	732 GA Hwy 30, Port Wentworth, GA 31407
2	70976 01018	711 Highway 30	Newman	Tina Woods	333 Westminster Dr, Guyton, GA 31312
3	70976 01037	743 Highway 30	Willis & Spencer	Linsey M & Timothy L.	743 GA Hwy 30, Port Wentworth, GA 31407
4	70976 01036	745 Highway 30	Nelson	Carla	P.O. Box 117, Pembroke, GA 31321
5	70976 01035	747 Highway 30	Simon	William M. & Connie E.	490 Goshen Rd, Rincon, GA 31326
6	70976 01034	749 Highway 30	Brisbin	David	749 GA Hwy 30, Port Wentworth, GA 31407
7	70976 01039	1122 Meinhard Rd	Griner	Johnny R.	1122 Meinhard Rd, Port Wentworth, GA 31407
8	70976 01038	1112 Meinhard Rd	Griner	Lynwood R. & Anita S.	1112 Meinhard Rd, Port Wentworth, GA 31407
9	70978B 07069	8 Fox Glen Ct	Floyd	Matthew	8 Fox Glen Ct, Port Wentworth, GA 31407
10	70978B 07070	6 Fox Glen Ct	Bullard	Ahsanti Y	6 Fox Glen Ct, Port Wentworth, GA 31407
11	70978B 07071	4 Fox Glen Ct	Nelson	Erin Yvette	4 Fox Glen Ct, Port Wentworth, GA 31407
12	70978B 07072	2 Fox Glen Ct	Kicklighter	Roshon	2 Fox Glen Ct, Port Wentworth, GA 31407
13	70978B 11001	101 Fox Glen Ct	Farmer	Brandon K	101 Fox Glen Ct, Port Wentworth, GA 31407
14	70978B 11002	103 Fox Glen Ct	Mayse	Aubry C & Denise G	103 Fox Glen Ct, Port Wentworth, GA 31407
15	70978B 11004	105 Fox Glen Ct	Strobert	Teresa	105 Fox Glen Ct, Port Wentworth, GA 31407
16	70978B 11005	107 Fox Glen Ct	Wade	Michael J	107 Fox Glen Ct, Port Wentworth, GA 31407
17	70978B 11006	109 Fox Glen Ct	Gibbons	Shonteria D & William	109 Fox Glen Ct, Port Wentworth, GA 31407
18	70978B 11007	111 Fox Glen Ct	Jones	Michael Edward	111 Fox Glen Ct, Port Wentworth, GA 31407
19	70978B 11008	113 Fox Glen Ct	Lockwood	Nadine Y	113 Fox Glen Ct, Port Wentworth, GA 31407
20	70978B 11009	115 Fox Glen Ct	Weaver	Aaron M & Heather A	115 Fox Glen Ct, Port Wentworth, GA 31407
21	70978B 11010	117 Fox Glen Ct	Pynn	Nathan	117 Fox Glen Ct, Port Wentworth, GA 31407
22	70978B 11011	119 Fox Glen Ct	American Homes 4 Rent Properties Eight, LLC		23975 Park Sorrento Suite 300, Calabasas, CA 91301
23	70978B 11012	121 Fox Glen Ct	Bush	Ebony U	121 Fox Glen Ct, Port Wentworth, GA 31407
24	70978B 11013	123 Fox Glen Ct	Harvey	Joellen C	123 Fox Glen Ct, Port Wentworth, GA 31407

25	70978B 11014	125 Fox Glen Ct	Willert	Renee K	125 Fox Glen Ct, Port Wentworth, GA 31407
26	70978B 11015	127 Fox Glen Ct	Elleby	Tonia	127 Fox Glen Ct, Port Wentworth, GA 31407
27	70978B 11016	129 Fox Glen Ct	Cook	Johnnie Jr.	129 Fox Glen Ct, Port Wentworth, GA 31407
28	70978B 11017	131 Fox Glen Ct	Douglas	Cassandra E Catherine Theresa &	131 Fox Glen Ct, Port Wentworth, GA 31407
29	70978B 11018	133 Fox Glen Ct	Helms & Annan	Lauren Elaine	133 Fox Glen Ct, Port Wentworth, GA 31407
30	70978B 11019	135 Fox Glen Ct	Hall	Deanna	135 Fox Glen Ct, Port Wentworth, GA 31407
31	70978B 11020	137 Fox Glen Ct	Bell	Sha Nell M & Jermona	137 Fox Glen Ct, Port Wentworth, GA 31407
32	70978B 11021	139 Fox Glen Ct	American Homes 4 Rent Properties Eight, LLC		30601 Agoura Rd, Suite 200, Agoura Hills, CA 9130
33	70978B 11022	141 Fox Glen Ct	Clark	Lori C	141 Fox Glen Ct, Port Wentworth, GA 31407
34	70978B 11023	143 Fox Glen Ct	Riasco Llorent & Riasco Lanas	Lionel A. & Lionel A.	143 Fox Glen Ct, Port Wentworth, GA 31407
35	70978B 11024	145 Fox Glen Ct	Anderson	David J II	145 Fox Glen Ct, Port Wentworth, GA 31407
36	70978B 11025	147 Fox Glen Ct	Moore	Tyler J	147 Fox Glen Ct, Port Wentworth, GA 31407
37	70978B 11026	149 Fox Glen Ct	Lebyed	Mohammed	149 Fox Glen Ct, Port Wentworth, GA 31407
38	70978B 11027	151 Fox Glen Ct	Harvey AH4R Properties, LLC	Ryan A & Casey M	151 Fox Glen Ct, Port Wentworth, GA 31407
39	70978B 11028	153 Fox Glen Ct			23975 Park Sorrento Suite 300, Calabasas, CA 9130
40	70978B 11029	155 Fox Glen Ct	Curri	Detrious T	155 Fox Glen Ct, Port Wentworth, GA 31407
41	70978B 11030	157 Fox Glen Ct	Anderson	Sheena	157 Fox Glen Ct, Port Wentworth, GA 31407
42	70978B 11031	159 Fox Glen Ct	Correa	Marcelo Clos & Feranda	23018 Fairway Brg, San Antonio, TX 78258
43	70978 02001A	920 Meinhard Rd	Sample	Michael A. & Dawn	920 Meinhard Road, Port Wentworth, GA 31407
44	70978 02009	916 Monteith Rd	Lingle	Angela B & James J. Jr.	916 Monteith Road, Port Wentworth, GA 31407
45	70978 02008	912 Meinhard Rd	Beatty	Charles Waring Jr.	912 Meinhard Road, Port Wentworth, GA 31407

III. PLAT

[See ALTA plat attached as **Exhibit C**]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

IV. SITE PLAN

[See draft Site Plan attached as **Exhibit A**]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

EXHIBIT A

MASTER PLAN / SITE PLAN

[Attached]



LEO Cottages at Port Wentworth

April 2023 | 1:100



Advenir Oakley Capital, LLC



NEQUETTE
ARCHITECTURE & DESIGN

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO RM 2023 1st Reading)

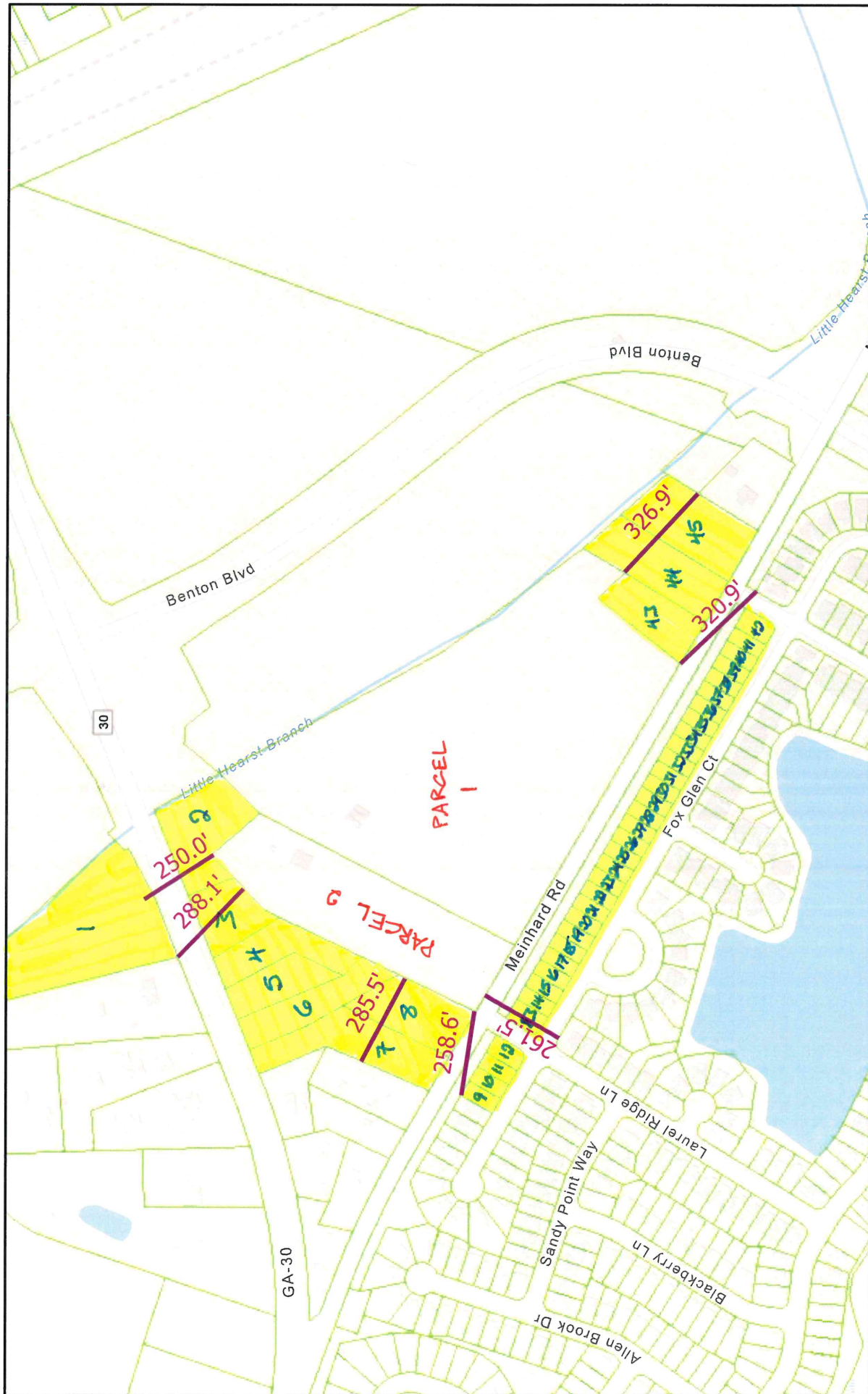
EXHIBIT B

TAX PARCEL MAP

[Attached]

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

Meinhard Road



4/27/2023, 1:41:43 PM

1:6,000
0 237.5 475 950 ft
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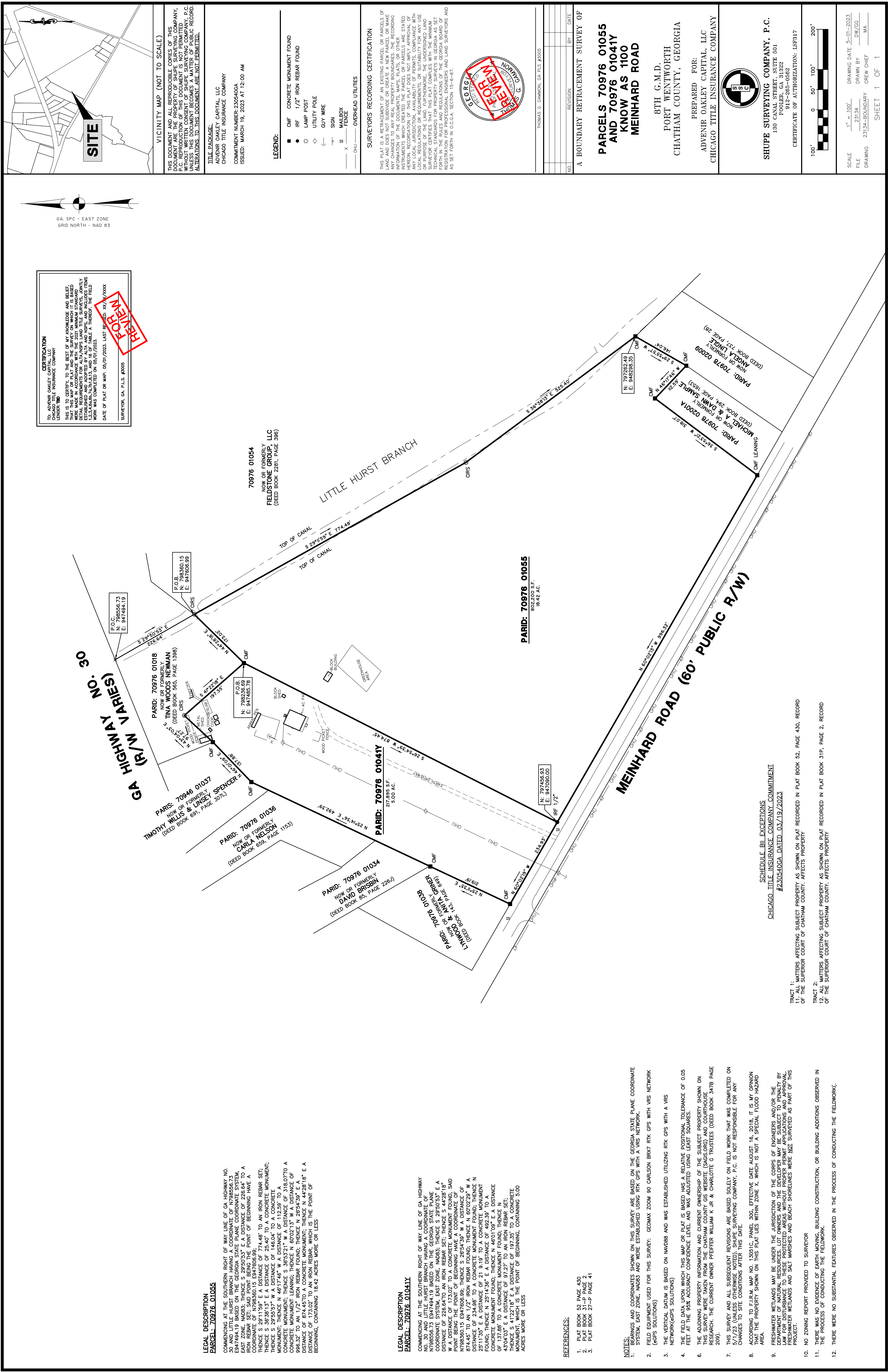
Esri Community Maps Contributors, Savannah Area GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

EXHIBIT C

PLAT OF SUBJECT PARCELS

[Attached]



**BOUHAN
FALLIGANT**
ATTORNEYS & COUNSELORS AT LAW

One West Park Avenue
Savannah, Georgia 31401

John D. Northup III
912-644-5756
jdnorthup@bouhan.com
Licensed: GA, SC

May 12, 2023

VIA FEDERAL EXPRESS

City of Port Wentworth Development Services
Attn: Stephanie Cook, Administrative Assistant
7306 GA Hwy 21, Suite 301
Port Wentworth, GA 31407
912-999-2084

**Re: Application for Zoning Map Amendment (the "Rezoning Application")
Meinhard Road parcels (PINs 70976 01055 & 70976 01041Y)
Port Wentworth, GA**

Dear Stephanie:

In connection with the above-referenced Rezoning Application, please find enclosed two (2) fully executed and notarized Authorization Owner for William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer.

Very truly yours,

BOUHAN FALLIGANT LLP



John D. Northup III

JDN/der

Enclosures

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

William K Pfeiffer Jr, Trustee
 Signature of Owner

Personally appeared before me

< William Koelker Pfeiffer Jr, Trustee

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

[Signature]

Notary Public

5-5-2023

Date



AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

Charlotte Pfeifer, trustee
 Signature of Owner

Personally appeared before me

Charlotte G. Pfeifer

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

[Signature]
 Notary Public

5-5-2023
 Date



APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Phone # (912) 644-5756

Mailing Address: Bouhan Falligant LLP, One West Park Avenue, Savannah, GA 31401

Property Owner: Lynwood R. Griner & Anita S. Griner; Johnny R. Griner

Phone #

Use back if more than one owner

Owner Address:

PIN #(s): 1112 Meinhard Rd, Pt Wentworth, GA 31407; 1122 Meinhard Rd, Pt Wentworth, GA 31407

of Acres 3.67 (aggregate)

Zoning Classification:

Present R-A

Requested R-M

Use of Property:

Present Residential / Agricultural

Requested Multifamily Residential

_____ 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?)

See attachment

Attach the following documents:

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

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

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

Sworn to and subscribed before me this

7 day of July, 2023.

Notary Public



Signature of Applicant

DISCLOSURE OF FINANCIAL INTERESTS

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

Reference: Application filed on July 27, 2023, to rezone real property described as follows:

See attachment

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

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041 Y RA TO RM 2-2nd Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

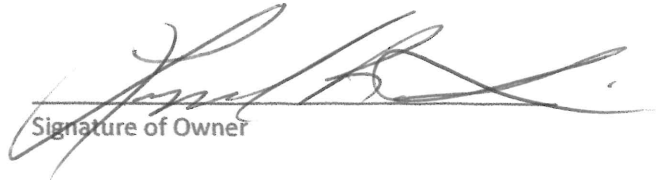
I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

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

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756


 Signature of Owner

Personally appeared before me

Lynwood Giner to Sundi Williamson.

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



Notary Public

7-12-23

Date

Sundi Williamson
 NOTARY PUBLIC
 Effingham County
 State of Georgia
 My Comm. Expires May 29th, 2024

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2-2nd Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue

Savannah, GA 31401

Telephone Number: (912) 644-5756



Signature of Owner

Personally appeared before me

Anita Griner to Sundi Williamson

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



Notary Public

7-12-23

Date

Sundi Williamson
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires May 29th, 2024

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2-2nd Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on July 27, 2023, to rezone real property described as follows:

See attachment

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
7 day of July, 2023.

Signature of Applicant

Heather H. Lundy
Notary Public



ATTACHMENT**to Rezoning (Map Amendment) Application
of John D. Northup III
for Advenir Oakley Development, LLC****SUBJECT PARCELS**

The three subject parcels (the “Griner Properties”) are the following:

- 1) PIN 70976 01038 (1112 Meinhard Rd, Port Wentworth, GA 31407) – 1.14 ac.
- 2) PIN 70976 01039 (1122 Meinhard Rd, Port Wentworth, GA 31407) – 1.50 ac.
- 3) PIN 70976 01040 (1122 Meinhard Rd, Port Wentworth, GA 31407) – 1.03 ac.

The Griner Properties are located between Meinhard Road and Georgia Highway 30. They are contiguous, with each parcel having frontage along Meinhard Road (218’, 120’ and 140’, respectively). Importantly, Parcel #2 (70976 01039) also has 79’ of frontage along Highway 30.

The applicant for this rezoning application is Advenir Oakley Development, LLC (“Advenir Oakley”). Advenir Oakley is currently already seeking to rezone the two parcels totaling 23.42 acres, immediately to the east of the Griner Properties along Meinhard Road (the “Pfeiffer Properties”). That rezoning application, which seeks to rezone the Pfeiffer Properties from R-A to R-M, was filed with Port Wentworth on May 4, 2023.

Shortly after filing the rezoning application for the Pfeiffer Properties, Advenir Oakley discovered that the Griner Properties were available for sale, and put those properties under contract. As a result, Advenir Oakley currently has both the Griner Properties and the Pfeiffer Properties under contract. This rezoning application is thus linked with the existing rezoning application for the Pfeiffer Properties. Ideally, the City of Port Wentworth would hear both applications concurrently, because they are related.

As discussed below, Advenir Oakley plans to develop a “cottage”-style residential community containing approximately 250 dwelling units (the “Project”). If both rezoning applications are successful, the applicant will close on both the Pfeiffer Properties and the Griner Properties, totaling just over 27 acres. Importantly, the inclusion of the Griner Properties in this assemblage would give the Project direct access to Highway 30 (pursuant to approval from the Georgia Department of Transportation). That access, in addition to the already-planned access along Meinhard Road, should help mitigate any effect on traffic along Meinhard Road that the Project might have.

INTRODUCTION

The Griner Properties are within the Phase 3 Master Plan Design District. Accordingly, pursuant to Section 2.3 of the Master Plan Overlay section within Section 5.1 of the Port Wentworth Zoning Ordinance (the “Ordinance”), the Griner Properties must submit a master plan for review and approval by the City. The site plan attached hereto as Exhibit A (the “Master Plan”) shall constitute the master plan for purposes of compliance with such section of the Ordinance.

Please note that this Master Plan includes **BOTH** the Griner Properties **and** the Pfeiffer Properties, since both will be included in the assemblage for the Project to be developed by Advenir

Oakley. Accordingly, the following paragraphs in this section, which were included in the rezoning application for the Pfeiffer Properties, are restated below, with such paragraphs updated only to reference the slightly increased scale of the Project due to the addition of the acreage from the Griner Properties.

The Master Plan contemplates a development that contains approximately 250 dwelling units and an amenity complex, contained within approximately 27 acres. The five currently existing parcels (two from the Pfeiffer Properties, and three from the Griner Properties) will be recombined after the developer acquires them (contingent on a successful rezoning), to create a single parcel that will be owned by Advenir Oakley. The nature of the proposed development is a “build to rent” or “cottage” community, which will consist of dwelling units in single-family or two-family buildings that are owned and operated by the developer as rental units. Accordingly, a separate lot is not required for each building or dwelling unit, since ownership of all buildings and dwelling units will be retained by the developer. In this way, the development will function like a multi-family development, though with units not being clustered in a single large building, but rather in single- or two-family homes spread across a small number of lots. The developer calls this concept a “horizontal multi-family” use.

Given this proposed use, the master plan contains only a single zoning classification – R-M, or Multifamily Residential. That zoning classification allows for a maximum density of 18 dwelling units per gross acre. The proposed development on the subject parcels should yield a density of slightly more than 9 dwelling units per acre – far less density than the R-M zoning classification allows.

In connection with input by the City of Port Wentworth (the “City”), the master plan may be amended if necessary to incorporate the development standards that are particular to an R-M classification, but which address the unique “single lot” structure proposed for the Project. The developer intends to adhere to all applicable setbacks, buffers and parking requirements, though those may need to be reinterpreted to apply to this situation, in which dwelling unit buildings are not situated on their own individual lots.

The proposed development will be a very walkable, pedestrian-friendly area that will not be gated. There are possibilities to connect the proposed development to potential commercial properties that may be developed in the future to the north of the proposed development, on the other side of Little Hurst Branch.

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

The subject parcels are currently zoned R-A, or Residential-Agriculture. Directly across Meinhard Road is the Lake Shore development, which consists of largely single family residential homes, with a few townhomes in the southeast corner of the development. Lake Shore is zoned P-RIP, or Planned Residential-Institutional. The maximum density allowed by an RIP zoning classification is 12 dwelling units per acre. That is comparable, and even a little greater than, the 9.23 dwelling units per acre that will be contained in the proposed development. So the density of the proposed development will be slightly less than the Lake Shore development across Meinhard Road.

The properties surrounding the Griner Properties on the north side of Meinhard Road are largely single family residences on large lots. However, several of the large lots to the northeast of the Pfeiffer Properties (across Little Hurst Branch and bordering on Benton Boulevard) are anticipated to be developed as commercial properties. The medium density, walkable and accessible development being proposed in Advenir Oakley's master plan could serve as a bridge between the more dense, largely single family Lake Shore area and the pending commercial properties to the northeast.

I. SUBJECT PROPERTY

[See tax parcel map attached as Exhibit B showing the parcels described below numbered in red]

<u>No.</u>	<u>PIN</u>	<u>Address</u>	<u>Owner</u>
1	70976 01038	1112 Meinhard Road	Lynwood R. Griner and Anita S. Griner
2	70976 01039	1122 Meinhard Road	Johnny R. Griner
3	70976 01040	1122 Meinhard Road	Johnny R. Griner

Legal Descriptions (metes and bounds):

PARCEL 1 (PIN 70976 01038):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found, said point having a coordinate of N797456.93 E947090.00 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence N 60°02'19" W a distance of 234.93' to a concrete monument found, said point being the POINT OF BEGINNING; thence N 55°16'34" W a distance of 217.73' to a concrete monument set; thence N 30°03'23" E a distance of 359.44' to a concrete monument set; thence S 25°06'42" E a distance of 319.09' to a concrete monument found; thence S 30°02'54" W a distance of 219.14' to a concrete monument found, which is the POINT OF BEGINNING, said parcel containing 1.14 acres, more or less.

PARCEL 2 (PIN 70976 01039):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found, said point having a coordinate of N797456.93 E947090.00 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence N 60°02'19" W a distance of 234.93' to a concrete monument found; thence N 55°16'34" W a distance of 217.73' to a concrete monument set, said point being the POINT OF BEGINNING; thence N 30°03'23" E a distance of 359.44' to a concrete monument set; thence N 25°06'42" W a distance of 124.82' to a concrete monument found; thence N 18°23'46" W a distance of 188.00' to a concrete monument found; thence S 72°42'59" W a distance of 79.21' to a concrete monument found; thence S 18°23'46" W a distance of 220.92'; thence S 28°00'50" W a distance

of 341.40' to a 5/8" rebar set.; thence S 55°31'53" E a distance of 119.7' to a concrete monument set, which is the POINT OF BEGINNING, said parcel containing 1.50 acres, more or less.

PARCEL 3 (PIN 70976 01040):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found, said point having a coordinate of N797456.93 E947090.00 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence N 60°02'19" W a distance of 234.93' to a concrete monument found; thence N 55°16'34" W a distance of 217.73' to a concrete monument set; thence N 55°31'53" W a distance of 119.7' to a 5/8" rebar set, said point being the POINT OF BEGINNING; thence N 55°31'53" W a distance of 110.45' to a concrete monument found; thence N 53°55'40" W a distance of 29.55' to a concrete monument found; thence N 30°05'33" E a distance of 329.79' to a concrete monument found; thence S 69°51'03" E a distance of 127.14'; thence S 28°00'50" W a distance of 341.40' to a 5/8" rebar set, which is the POINT OF BEGINNING, said parcel containing 1.03 acres, more or less.

II. PROPERTIES WITHIN 250' OF SUBJECT PARCELS

[See tax parcel map attached as Exhibit B showing the parcels described below highlighted in yellow and numbered in blue]

Vlap Ref #	PIN	Property Address	Last	First	Mailing Address
1	70976 01032	1124 Meinhard Rd	Williams Brothers		PO Box 188, Hazelhurst, GA 31539
2	70976 01031	1126 Meinhard Rd	Trucking Inc		
3	70976 01030	755 Highway 30	Newman	Tina Woods	333 Westminster Dr, Guyton, GA 31312
4	70976 01033	753 Highway 30	Ard	Robert	1101 Turf Road, Statesboro, GA 30458
5	70976 01042	744 Highway 30	Dickerson	Julius & Linda	753 GA Highway 30, Port Wentworth, GA 31407
6	70976 01043	744 Highway 30	Kerby	Patricia	744 Highway 30, Port Wentworth, GA 31407
7	70976 01043	742 Highway 30	Tyson	John G., Sr.	742 Highway 30, Port Wentworth, GA 31407
8	70976 01027	734 Highway 30	Tubito & Roche	Vincenzo & Maureen	734 Highway 30, Port Wentworth, GA 31407
9	70976 01034	749 Highway 30	Brisbin	David	749 GA Hwy 30, Port Wentworth, GA 31407
10	70976 01035	747 Highway 30	Simon	William M. & Connie E.	490 Goshen Rd, Rincon, GA 31326
10	70976 01036	745 Highway 30	Nelson	Carla	P.O. Box 117, Pembroke, GA 31321
				William K. & Charlotte G., as Trustees under the Pfeiffer Family Living Trust dated October 30, 2007	
11	70976 01041Y	1100 Meinhard Rd	Pfeiffer		1100 Meinhard Rd, Port Wentworth, GA 31407
12	70978B 11005	107 Fox Glen Ct	Wade	Michael J	107 Fox Glen Ct, Port Wentworth, GA 31407
13	70978B 11004	105 Fox Glen Ct	Strobert	Teresa	105 Fox Glen Ct, Port Wentworth, GA 31407
14	70978B 11002	103 Fox Glen Ct	Mayse	Aubry C & Denise G	103 Fox Glen Ct, Port Wentworth, GA 31407
15	70978B 11001	101 Fox Glen Ct	Farmer	Brandon K	101 Fox Glen Ct, Port Wentworth, GA 31407
16	70978B 07072	2 Fox Glen Ct	Kicklighter	Roshon	2 Fox Glen Ct, Port Wentworth, GA 31407
17	70978B 07071	4 Fox Glen Ct	Nelson	Erin Yvette	4 Fox Glen Ct, Port Wentworth, GA 31407

18	70978B 07070	6 Fox Glen Ct	Bullard	Ahsanti Y	6 Fox Glen Ct, Port Wentworth, GA 31407
19	70978B 07069	8 Fox Glen Ct	Floyd	Matthew	8 Fox Glen Ct, Port Wentworth, GA 31407
20	70978B 07068	10 Fox Glen Ct	Swain	Detrich S. & Curtrina Y.	10 Fox Glen Ct, Port Wentworth, GA 31407
21	70978B 07067	12 Fox Glen Ct	Pearson	Donald Shaun Michael & Mikelle	12 Fox Glen Ct, Port Wentworth, GA 31407
22	70978B 07066	14 Fox Glen Ct	Ellison & Wilds	B.	14 Fox Glen Ct, Port Wentworth, GA 31407
23	70978B 07065	16 Fox Glen Ct	Lewis	Shawn Brandt	16 Fox Glen Ct, Port Wentworth, GA 31407
24	70978B 07064	18 Fox Glen Ct	Bertz Quesada-Melendez & Marrero-	Robert Edward III	18 Fox Glen Ct, Port Wentworth, GA 31407
25	70978B 07063	20 Fox Glen Ct	Martinez	Ernest D. & Karla	20 Fox Glen Ct, Port Wentworth, GA 31407
26	70978B 07062	22 Fox Glen Ct	Hernandez	Emanuel	22 Fox Glen Ct, Port Wentworth, GA 31407

III. PLAT

[See ALTA plat attached as Exhibit C]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

IV. SITE PLAN

[See draft Site Plan attached as Exhibit A]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

EXHIBIT A

MASTER PLAN / SITE PLAN

[Attached]



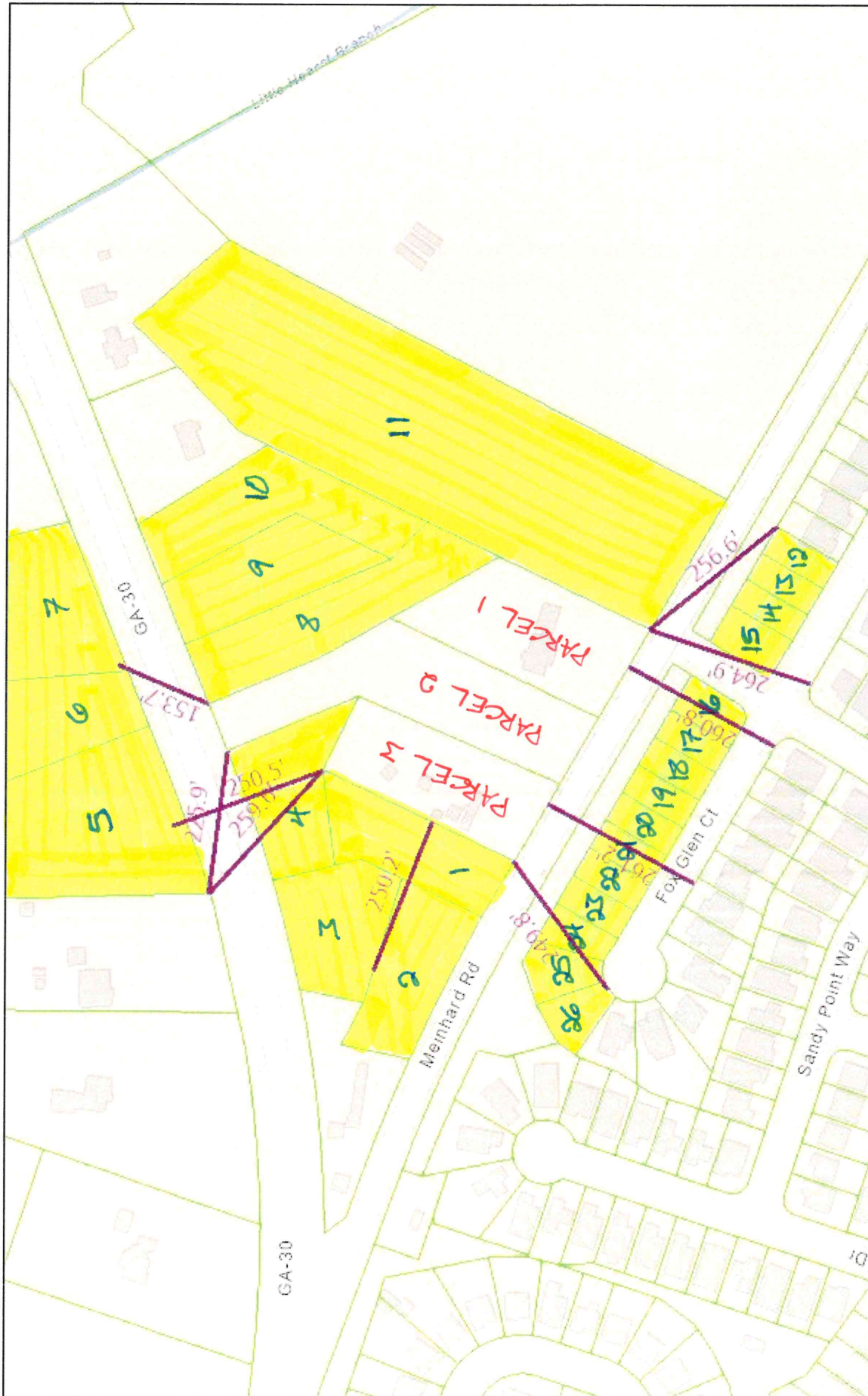
EXHIBIT B

TAX PARCEL MAP

[Attached]

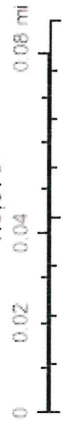
Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2-2nd Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

Meinhard Road - Parcels w/in 250'



7/7/2023, 9:41:11 AM

1:3,075



Esri Community Maps Contributors, Savannah Area GIS, © OpenStreetMap
Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI

EXHIBIT C

PLAT OF SUBJECT PARCELS

[Attached]

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2-2nd Application (2877 : ZMA 1100,1112, 1122 MEINHARD RD RA TO



Project Timeline

Project Number: 230148

Project Name: ZMA Meinhard Rd 7-0976-01-055/041Y RA TO RM 2023

Additional Properties: 7-0976-01-038/039/040

Applicant: John Northup III, on behalf of Advenir Oakley Development LLC

Owner: Pfeiffer Family Living Trust: William K Pfeiffer Jr & Charlotte G Pfeiffer

Additional Property Owners: Lynwood & Anita Griner & Johnny Griner

Planning Commission Date:07/10/2023

1st Reading Council Date:07/27/20232nd Reading Council Date:08/24/2023

- 05/05/2023 – Application received-Incomplete (SC)
- 05/08/2023 – Email sent to John Northup for Original Signatures on Authorization of Property Owners Form (SC)
- 05.15.2023 - Public Hearing Notice Letters mailed out to APO's.
- 05.15.2023 - Public Hearing notice sent to newspaper to be ran for Friday May 19, 2023
- 05/16/2023 - Original signatures for Authorization of Property Owners received and application fees as well. Application complete.
- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 07.10.2023 – The Planning Commission voted unanimously to approve the application.
- 07.27.2023 – Received 2nd Application to include Griner Properties on Meinhard
- 07.27.2023 – Received PDF
- 07.28.2023 – Received check for 2nd application.
- 08.01.2023 – Revised Signs ordered
- 08.10.2023 – signs reposted.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2873)

DOC ID: 2873

Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN #'s 7-0906-04-054 and 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 25) for the purpose of a Single-Family Subdivision

Issue/Item: Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN #'s 7-0906-04-054 and 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 25) for the purpose of a Single-Family Subdivision

Background: This parcel is currently undeveloped land in the Rice Hope Subdivision.

Facts and Findings: This is the Preliminary Plat Submittal for Rice Hope Lakeside Phase 25 which includes forty-one (41) single family lots on approximately 8.13 acres. The lots will be served by City of Port Wentworth Water and Sanitary Sewer utility's. The roads, stormwater, water and sanitary sewer utility's are intended to be dedicated to the City of Port Wentworth for use and maintenance. The Civil Site Plan for this subdivision will be reviewed under a separate Site Plan Review Application. 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 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, August 14, 2023 at 3:30 P.M. / **UPDATE: THE PLANNING COMMISSION VOTE UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE REQUIREMENT THAT ALL ROADS BE STRIPED.**

ATTACHMENTS:

- Maj Subdiv Prelim Plat RH LS Ph 25 7-0906-04-054,063-Application (PDF)
- Maj Subdiv Prelim Plat RH LS Ph 25 7-0906-04-054,063-APO list (PDF)
- Maj Subdiv Prelim Plat RH LS Ph 25 7-0906-04-054,063-Timeline (DOCX)
- Maj Subdiv Prelim Plat RH LS Ph 25 7-0906-04-054,063-Revised Plat 7.24.23 (PDF)

SUBDIVISION APPLICATION FORM FOR THE CITY OF PORT WENTWORTH

Application Form Required

This application form is to accompany all subdivisions submitted for Port Wentworth Planning Commission review and is to be filled out in its entirety. Plats/subdivisions not accompanied by this application will not be accepted for processing. All subdivisions with their completed applications must be received by the City of Port Wentworth at least 45 business days prior to the Planning Commission meeting at which they are to be considered. Revisions to a subdivision under review by the Port Wentworth Planning Commission must be received 10 business days prior to the Port Wentworth Planning Commission at which each subdivision is scheduled to be heard.

Subdivision Name: Rice Hope Lakeside Phases 25	
Location: Lakeside Blvd., Port Wentworth, GA 31407	
Number of Lots: 41	Number of Acres: 8.13
PIN #(s): 70906-04054, 70906-04063	Current Zoning: M-P-O

Type of Subdivision: (Check applicable blanks from each column)

- | | |
|---|---|
| <p>A. <input type="checkbox"/> Sketch Plan</p> <p><input type="checkbox"/> Master Plan</p> <p><input checked="" type="checkbox"/> Preliminary Plat</p> <p><input type="checkbox"/> Final Plat</p> <p><input type="checkbox"/> Revision to a Recorded Plat</p> | <p>B. <input checked="" type="checkbox"/> Major Subdivision
(4 or more lots or a new road)</p> <p><input type="checkbox"/> Minor Subdivision
(3 or less lots & no new road)</p> |
|---|---|

Purpose of Subdivision:

- | | |
|---|---|
| <p><input checked="" type="checkbox"/> Single Family</p> <p><input type="checkbox"/> Multi-Family</p> <p><input type="checkbox"/> Retail</p> <p><input type="checkbox"/> Other Business</p> | <p><input type="checkbox"/> Industrial</p> <p><input type="checkbox"/> Institutional</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Sign</p> |
|---|---|

Variances: (List all variances being requested)

N/A

Georgia DOT Review

In all applications in which property being subdivided lies along a State Highway or access is needed from a State Highway, all applicants are required to submit a plat to the Georgia Department of Transportation for review. The subdivision application will not be considered by the Port Wentworth Planning Commission until the Georgia Department of Transportation has commented on the subdivision. The comments must accompany the application.

Previous Submittal

Has this tract of land being proposed for subdividing been submitted to the Port Wentworth Planning Commission under a different subdivision name?

Yes _____ No X _____

If yes, what name? N/A

Date Submitted: N/A PWPC File No: N/A

Number of Required Prints

All submittals, regardless of type, shall include **three (3) full size prints and fifteen (15) half size (11" x 17") prints**. Stamp must be in contrasting ink. Also, a **PDF** of the entire submittal is required on a flash drive or digital download link (**NO CD's**).

Statements as to Covenants / Deed Restrictions: (Check One)

_____ A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.
X There are no added restrictions or subdivision covenants on this property.

Contact Person (s): (Type or Print Legibly)

Engineer/Surveyor: Pittman Engineering Attn: Mr. Jason Bryant, P.E.

Address: 2591 U.S. Hwy 17 Suite 303 City, State Zip: Richmond Hill, GA 31324

Phone #: (912) 445-0578 Email: jason@pittmanengineeringco.com

Owner: Forestar (USA) Real Estate Group Inc.

Address: 2221 E. Lamar Blvd. Suite 790 City, State Zip: Arlington, TX 76006

Phone # 843-535-8188 Email: annalewis@forestar.com

Date: February 1, 2023

Owner	Mailing Address	City	State	Zip
BUCK ISLAND, LLC AND BEP LAND INVESTORS, LLC	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
JOHN HILL	8547 HEATHERWOOD DR	SAVANNAH	GA	31406
ARDMORE PORT WENTWORTH, LLC	1400 W NORTHWOOD ST	GREENSBORO	NC	27408
PUBLIX SUPER MARKETS INC, ATTN TREASURY DEPT	PO BOX 32018	LAKELAND	FL	33802
GREENLAND DEVELOPERS INC	5829 CLYO KILDARE RD	NEWINGTON	GA	30446
RICE HOPE PLANTATION COMMUNITY ASSOCIATION	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
BEP RICE HOPE	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
BEP RH TRACT 2 LLC C/O Highbrook Investors	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
STEVEN & KATHY ABSHERE	10 WILD SILK WAY	PORT WENTWORTH	GA	31407
SHELDON BARNES & CHELSEY SNELL	12 WILD SILK WAY	PORT WENTWORTH	GA	31407

Maj Subdiv Prelim Plat RH LS Ph 25 7-0906-04-054 & 063

Project Timeline

Project Number: 230052

Project Name: Maj Subdiv Prelim Plat RH LS Ph 25 7-0906-04-054 & 063

Applicant / Engineer: Pittman Engineering

Owner: Forestar (USA) Real Estate Group Inc

City Review Engineer: n/a

- 01/31/2023 – Sent files to T&H for review for all phases 25-27-29B. [ME]
- 01/31/2023 – Email sent to Jason @ Pittman Eng. Requesting a separate subdivision application for each phase along w/ additional fees required. [ME]
- 02/08/2023 – Application received: Incomplete(sc)
- 02/09/2023 – email to Jason (Pittman) regarding APO [S.C.]
- 7/14/23 – sent Jason email for plat revisions. [ME]
- 7/24/23 – resubmittal of plats received. [ME]
- 7/26/23 – Ad posted in newspaper. [SC]





City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2874)

DOC ID: 2874

Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN # 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 27) for the purpose of a Single-Family Subdivision

Issue/Item: Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN # 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 27) for the purpose of a Single-Family Subdivision

Background: This parcel is currently undeveloped land in the Rice Hope Subdivision.

Facts and Findings: This is the Preliminary Plat Submittal for Rice Hope Lakeside Phase 25 which includes thirty-two (32) single family lots on approximately 2.31 acres. The lots will be served by City of Port Wentworth Water and Sanitary Sewer utility's. The roads, stormwater, water and sanitary sewer utility's are intended to be dedicated to the City of Port Wentworth for use and maintenance. The Civil Site Plan for this subdivision will be reviewed under a separate Site Plan Review Application. 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 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, August 14, 2023 at 3:30 P.M. / **UPDATE: THE PLANNING COMMISSION VOTE UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE REQUIREMENT THAT ALL ROADS BE STRIPED.**

ATTACHMENTS:

- Maj Subdiv Prelim Plat RH LS Ph 27 7-0906-04-063-Application (PDF)
- Maj Subdiv Prelim Plat RH LS Ph 27 7-0906-04-063-APO list (PDF)
- Maj Subdiv Prelim Plat RH LS Ph 27 7-0906-04-063-Timeline (DOCX)
- Maj Subdiv Prelim Plat RH LS Ph 27 7-0906-04-063-Revised Plat 7.24.23 (PDF)

SUBDIVISION APPLICATION FORM FOR THE CITY OF PORT WENTWORTH

Application Form Required

This application form is to accompany all subdivisions submitted for Port Wentworth Planning Commission review and is to be filled out in its entirety. Plats/subdivisions not accompanied by this application will not be accepted for processing. All subdivisions with their completed applications must be received by the City of Port Wentworth at least 45 business days prior to the Planning Commission meeting at which they are to be considered. Revisions to a subdivision under review by the Port Wentworth Planning Commission must be received 10 business days prior to the Port Wentworth Planning Commission at which each subdivision is scheduled to be heard.

Subdivision Name: Rice Hope Lakeside Phases 27	
Location: Lakeside Blvd., Port Wentworth, GA 31407	
Number of Lots: 32	Number of Acres: 2.31
PIN #(s): 70906-04063	Current Zoning: M-P-O

Type of Subdivision: (Check applicable blanks from each column)

- | | |
|--|--|
| A. <input type="checkbox"/> Sketch Plan
<input type="checkbox"/> Master Plan
<input checked="" type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Final Plat
<input type="checkbox"/> Revision to a Recorded Plat | B. <input checked="" type="checkbox"/> Major Subdivision
(4 or more lots or a new road)

<input type="checkbox"/> Minor Subdivision
(3 or less lots & no new road) |
|--|--|

Purpose of Subdivision:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Single Family
<input type="checkbox"/> Multi-Family
<input type="checkbox"/> Retail
<input type="checkbox"/> Other Business | <input type="checkbox"/> Industrial
<input type="checkbox"/> Institutional
<input type="checkbox"/> Other
<input type="checkbox"/> Sign |
|--|--|

Variances: (List all variances being requested)

N/A

Georgia DOT Review

In all applications in which property being subdivided lies along a State Highway or access is needed from a State Highway, all applicants are required to submit a plat to the Georgia Department of Transportation for review. The subdivision application will not be considered by the Port Wentworth Planning Commission until the Georgia Department of Transportation has commented on the subdivision. The comments must accompany the application.

Previous Submittal

Has this tract of land being proposed for subdividing been submitted to the Port Wentworth Planning Commission under a different subdivision name?

Yes _____ No X

If yes, what name? N/A

Date Submitted: N/A PWPC File No: N/A

Number of Required Prints

All submittals, regardless of type, shall include **three (3) full size prints and fifteen (15) half size (11" x 17") prints**. Stamp must be in contrasting ink. Also, a **PDF** of the entire submittal is required on a flash drive or digital download link (**NO CD's**).

Statements as to Covenants / Deed Restrictions: (Check One)

 A copy of all existing deed restrictions or subdivision covenants applicable to this property are attached.
 X There are no added restrictions or subdivision covenants on this property.

Contact Person (s): (Type or Print Legibly)

Engineer/Surveyor: Pittman Engineering Attn: Mr. Jason Bryant, P.E.

Address: 2591 U.S. Hwy 17 Suite 303 City, State Zip: Richmond Hill, GA 31324

Phone #: (912) 445-0578 Email: jason@pittmanengineeringco.com

Owner: Forestar (USA) Real Estate Group Inc.

Address: 2221 E. Lamar Blvd. Suite 790 City, State Zip: Arlington, TX 76006

Phone # 843-535-8188 Email: annalewis@forestar.com

Date: February 1, 2023

See attached.

[illegible]

Certifications:

1. I hereby certify that this proposed subdivision/plan does not violate any covenants or deed restrictions currently in effect for the property being subdivided.
2. I hereby certify that all taxes applicable to this property have been paid and that there are no delinquent taxes outstanding.
3. I hereby certify that I am the owner of the property being proposed for subdivision.
4. I hereby certify that all the information pertained in this application is true and correct.

Kurt A. Sandness
Kurt A. Sandness Signature of Owner
VP RE Inv & Dev

Comments: Place any pertinent comments you wish to make in the following space:

Submit this form with the proposed subdivision and any accompanying information to:

CITY OF PORT WENTWORTH
7306 HIGHWAY 21, SUITE 301
PORT WENTWORTH, GEORGIA 31407

Owner	Mailing Address	City	State	Zip
JOHN HILL	8547 HEATHERWOOD DR	SAVANNAH	GA	31406
ARDMORE PORT WENTWORTH, LLC	1400 W NORTHWOOD ST	GREENSBORO	NC	27408
PUBLIX SUPER MARKETS INC, ATTN TREASURY DEPT	PO BOX 32018	LAKELAND	FL	33802
GREENLAND DEVELOPERS INC	5829 CLYO KILDARE RD	NEWINGTON	GA	30446
RICE HOPE PLANTATION COMMUNITY ASSOCIATION	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
BEP RICE HOPE	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
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SHELDON BARNES & CHELSEY SNELL	12 WILD SILK WAY	PORT WENTWORTH	GA	31407

Project Timeline

Project Number: 230079

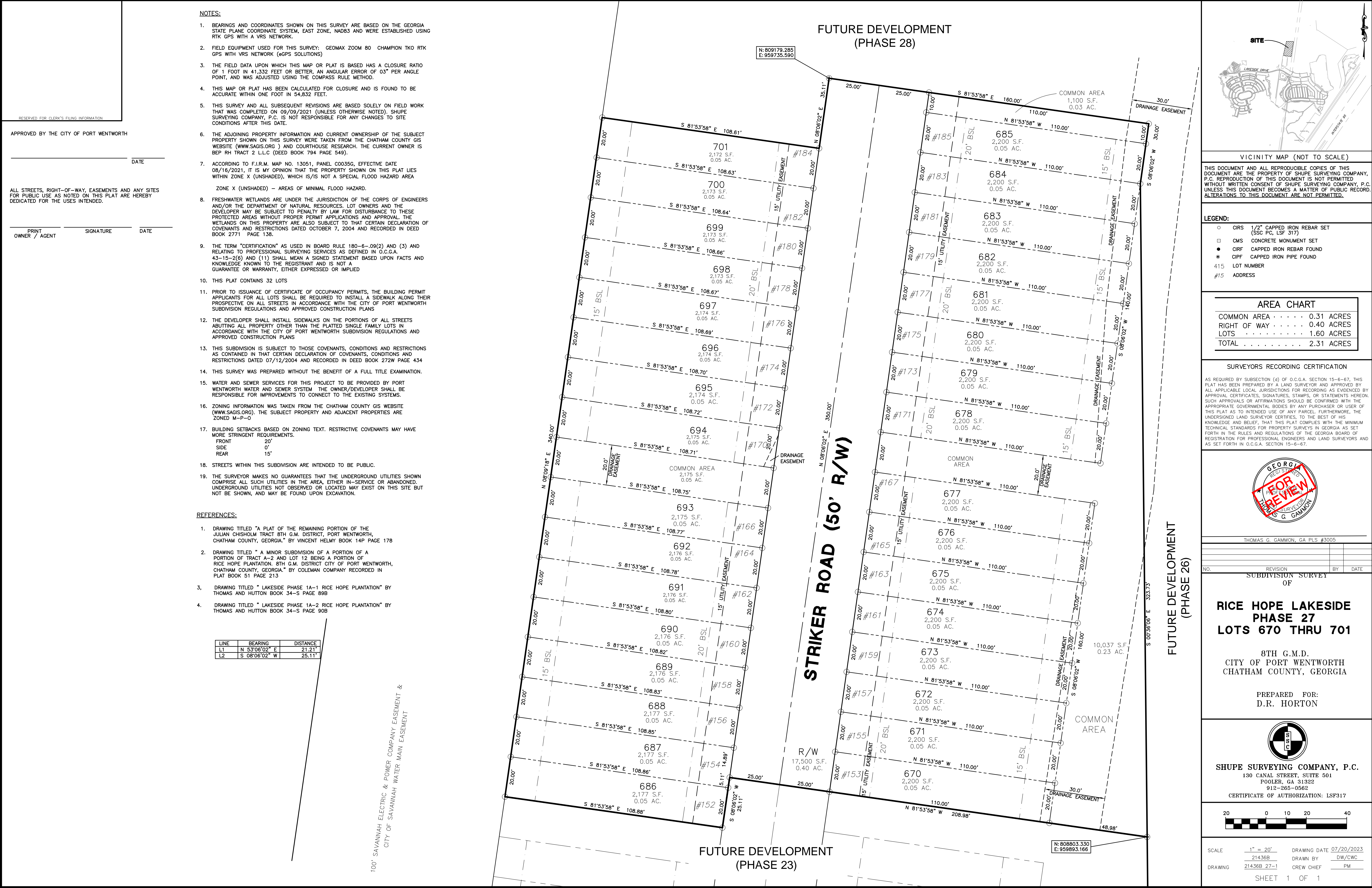
Project Name: Maj Subdiv Prelim Plat RH LS Ph 27 7-0906-04-063

Applicant / Engineer: Pittman Engineering

Owner: Forestar (USA) Real Estate Group Inc

City Review Engineer: n/a

- 01/31/2023 – Sent files to T&H for review for all phases 25-27-29B. [ME]
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City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2875)

DOC ID: 2875

Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN #'s 7-0906-04-041, 7-0906-04-054 and 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 29B) for the purpose of a Single-Family Subdivision

Issue/Item: Subdivision Application submitted by Jason Bryant with Pittman Engineering, on behalf of Forestar (USA) Real Estate Group Inc., for PIN #'s 7-0906-04-041, 7-0906-04-054 and 7-0906-04-063 (Lakeside Blvd., Port Wentworth, Ga) located in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance) for a Preliminary Plat of a Major Subdivision (Rice Hope Lakeside Phase 29B) for the purpose of a Single-Family Subdivision

Background: This parcel is currently undeveloped land in the Rice Hope Subdivision.

Facts and Findings: This is the Preliminary Plat Submittal for Rice Hope Lakeside Phase 29B which includes fifty-six (56) single family lots on approximately 8.3 acres. The lots will be served by City of Port Wentworth Water and Sanitary Sewer utility's. The roads, stormwater, water and sanitary sewer utility's are intended to be dedicated to the City of Port Wentworth for use and maintenance. The Civil Site Plan for this subdivision will be reviewed under a separate Site Plan Review Application. 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 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, August 14, 2023 at 3:30 P.M. / **UPDATE: THE PLANNING COMMISSION VOTE UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE REQUIREMENT THAT ALL ROADS BE STRIPED.**

ATTACHMENTS:

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Location: Lakeside Blvd., Port Wentworth, GA 31407	
Number of Lots: 32	Number of Acres: 2.31
PIN #'s: 70906-04063	Current Zoning: M-P-O

Type of Subdivision: (Check applicable blanks from each column)

- | | |
|---|---|
| <p>A. <input type="checkbox"/> Sketch Plan</p> <p><input type="checkbox"/> Master Plan</p> <p><input checked="" type="checkbox"/> Preliminary Plat</p> <p><input type="checkbox"/> Final Plat</p> <p><input type="checkbox"/> Revision to a Recorded Plat</p> | <p>B. <input checked="" type="checkbox"/> Major Subdivision
(4 or more lots or a new road)</p> <p><input type="checkbox"/> Minor Subdivision
(3 or less lots & no new road)</p> |
|---|---|

Purpose of Subdivision:

- | | |
|---|---|
| <p><input checked="" type="checkbox"/> Single Family</p> <p><input type="checkbox"/> Multi-Family</p> <p><input type="checkbox"/> Retail</p> <p><input type="checkbox"/> Other Business</p> | <p><input type="checkbox"/> Industrial</p> <p><input type="checkbox"/> Institutional</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Sign</p> |
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Variances: (List all variances being requested)

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SHELDON BARNES & CHELSEY SNELL	12 WILD SILK WAY	PORT WENTWORTH	GA	31407

Project Timeline

Project Number: 230079

Project Name: Maj Subdiv Prelim Plat RH LS Ph 27 7-0906-04-063

Applicant / Engineer: Pittman Engineering

Owner: Forestar (USA) Real Estate Group Inc

City Review Engineer: n/a

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-

RESERVED FOR CLERK'S FILING INFORMATION

APPROVED BY THE CITY OF PORT WENTWORTH

DATE

ALL STREETS, RIGHT-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USES INTENDED.

PRINT OWNER / AGENT SIGNATURE DATE

NOTES:

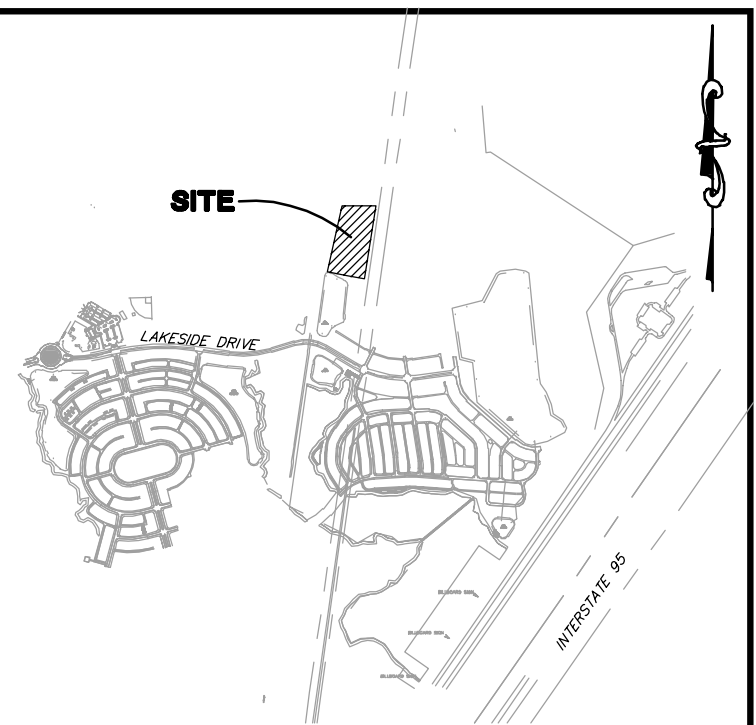
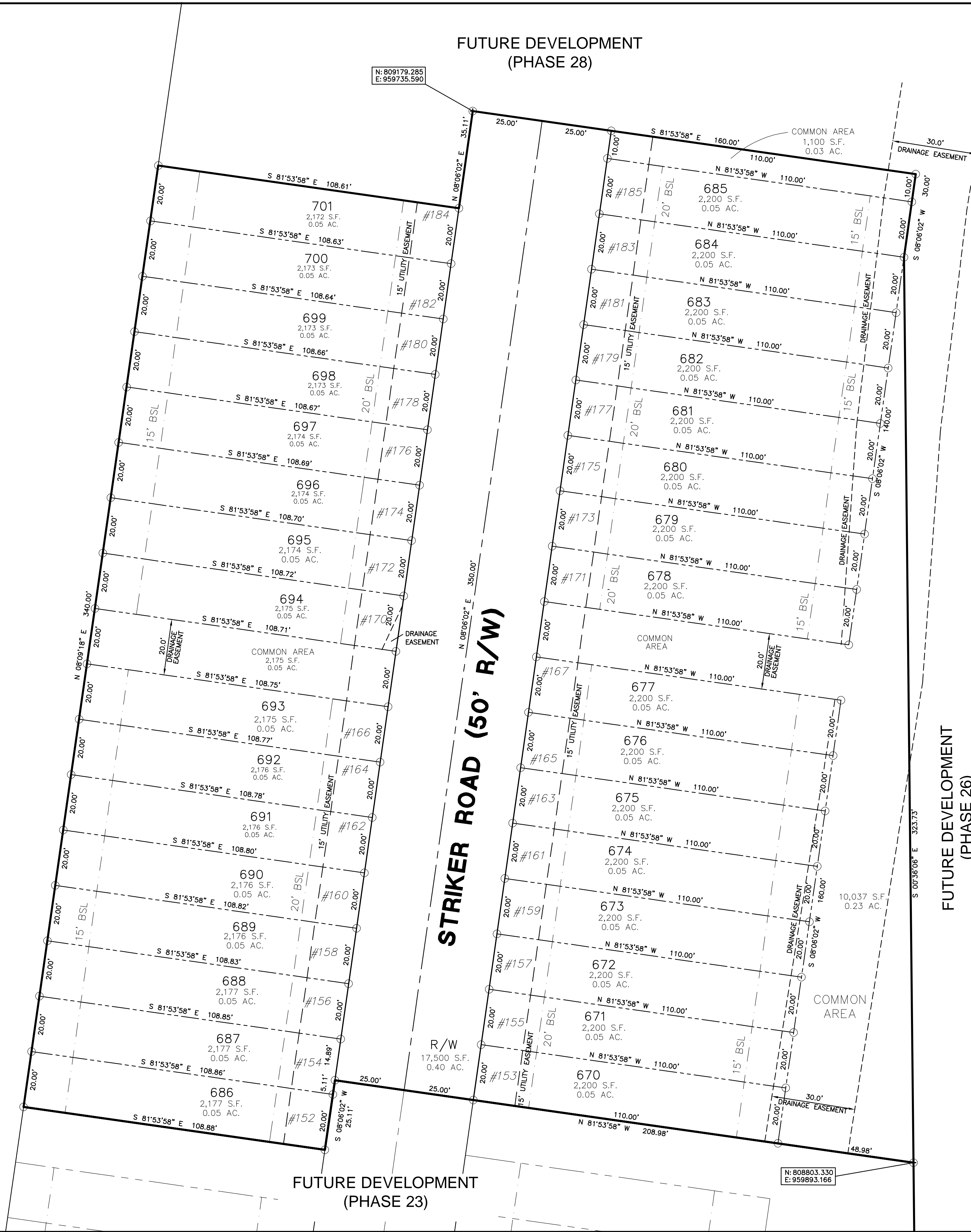
- BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 AND WERE ESTABLISHED USING RTK GPS WITH A VRS NETWORK.
- FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOM 80 CHAMPION TKO RTK GPS WITH VRS NETWORK (eGPS SOLUTIONS)
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 41,332 FEET OR BETTER, AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 54,832 FEET.
- THIS SURVEY AND ALL SUBSEQUENT REVISIONS ARE BASED SOLELY ON FIELD WORK THAT WAS COMPLETED ON 09/09/2021 (UNLESS OTHERWISE NOTED). SHUPE SURVEYING COMPANY, P.C. IS NOT RESPONSIBLE FOR ANY CHANGES TO SITE CONDITIONS AFTER THIS DATE.
- THE ADJOINING PROPERTY INFORMATION AND CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN ON THIS SURVEY WERE TAKEN FROM THE CHATHAM COUNTY GIS WEBSITE (WWW.SAGIS.ORG) AND COURTHOUSE RESEARCH. THE CURRENT OWNER IS BEP RH TRACT 2 L.L.C (DEED BOOK 794 PAGE 549).
- ACCORDING TO F.I.R.M. MAP NO. 13051, PANEL C00356, EFFECTIVE DATE 08/16/2021, IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT LIES WITHIN ZONE X (UNSHADED), WHICH IS/IS NOT A SPECIAL FLOOD HAZARD AREA ZONE X (UNSHADED) - AREAS OF MINIMAL FLOOD HAZARD.
- FRESHWATER WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL. THE WETLANDS ON THIS PROPERTY ARE ALSO SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS DATED OCTOBER 7, 2004 AND RECORDED IN DEED BOOK 2771 PAGE 138.
- THE TERM "CERTIFICATION" AS USED IN BOARD RULE 180-6-.09(2) AND (3) AND RELATING TO PROFESSIONAL SURVEYING SERVICES AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11) SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED
- THIS PLAT CONTAINS 32 LOTS
- PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY PERMITS, THE BUILDING PERMIT APPLICANTS FOR ALL LOTS SHALL BE REQUIRED TO INSTALL A SIDEWALK ALONG THEIR PROSPECTIVE ON ALL STREETS IN ACCORDANCE WITH THE CITY OF PORT WENTWORTH SUBDIVISION REGULATIONS AND APPROVED CONSTRUCTION PLANS
- THE DEVELOPER SHALL INSTALL SIDEWALKS ON THE PORTIONS OF ALL STREETS ABUTTING ALL PROPERTY OTHER THAN THE PLATTED SINGLE FAMILY LOTS IN ACCORDANCE WITH THE CITY OF PORT WENTWORTH SUBDIVISION REGULATIONS AND APPROVED CONSTRUCTION PLANS
- THIS SUBDIVISION IS SUBJECT TO THOSE COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED 07/12/2004 AND RECORDED IN DEED BOOK 272W PAGE 434
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE EXAMINATION.
- WATER AND SEWER SERVICES FOR THIS PROJECT TO BE PROVIDED BY PORT WENTWORTH WATER AND SEWER SYSTEM THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR IMPROVEMENTS TO CONNECT TO THE EXISTING SYSTEMS.
- ZONING INFORMATION WAS TAKEN FROM THE CHATHAM COUNTY GIS WEBSITE (WWW.SAGIS.ORG). THE SUBJECT PROPERTY AND ADJACENT PROPERTIES ARE ZONED M-P-O
- BUILDING SETBACKS BASED ON ZONING TEXT. RESTRICTIVE COVENANTS MAY HAVE MORE STRINGENT REQUIREMENTS.
FRONT 20'
SIDE 0'
REAR 15'
- STREETS WITHIN THIS SUBDIVISION ARE INTENDED TO BE PUBLIC.
- THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION.

REFERENCES:

- DRAWING TITLED "A PLAT OF THE REMAINING PORTION OF THE JULIAN CHISHOLM TRACT 8TH G.M. DISTRICT, PORT WENTWORTH, CHATHAM COUNTY, GEORGIA." BY VINCENT HELMY BOOK 14P PAGE 178
- DRAWING TITLED "A MINOR SUBDIVISION OF A PORTION OF A PORTION OF TRACT A-2 AND LOT 12 BEING A PORTION OF RICE HOPE PLANTATION, 8TH G.M. DISTRICT CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA." BY COLEMAN COMPANY RECORDED IN PLAT BOOK 51 PAGE 213
- DRAWING TITLED " LAKESIDE PHASE 1A-1 RICE HOPE PLANTATION" BY THOMAS AND HUTTON BOOK 34-S PAGE 89B
- DRAWING TITLED " LAKESIDE PHASE 1A-2 RICE HOPE PLANTATION" BY THOMAS AND HUTTON BOOK 34-S PAGE 90B

LINE	BEARING	DISTANCE
L1	N 53°06'02" E	21.21'
L2	S 08°06'02" W	25.11'

100' SAVANNAH ELECTRIC & POWER COMPANY EASEMENT & CITY OF SAVANNAH WATER MAIN EASEMENT



VICINITY MAP (NOT TO SCALE)

THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF SHUPE SURVEYING COMPANY, P.C. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF SHUPE SURVEYING COMPANY, P.C. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

LEGEND:

- CIRS 1/2" CAPPED IRON REBAR SET (SSC PC, LSF 317)
- CMS CONCRETE MONUMENT SET
- CIRF CAPPED IRON REBAR FOUND
- CIPF CAPPED IRON PIPE FOUND
- 415 LOT NUMBER
- #15 ADDRESS

AREA CHART

COMMON AREA 0.31 ACRES
RIGHT OF WAY 0.40 ACRES
LOTS 1.60 ACRES
TOTAL 2.31 ACRES

SURVEYORS RECORDING 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, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, 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.



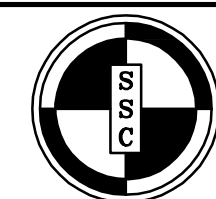
THOMAS G. GAMMON, GA PLS #3005

NO. REVISION BY DATE
SUBDIVISION SURVEY OF

RICE HOPE LAKESIDE
PHASE 27
LOTS 670 THRU 701

8TH G.M.D.
CITY OF PORT WENTWORTH
CHATHAM COUNTY, GEORGIA

PREPARED FOR:
D.R. HORTON



SHUPE SURVEYING COMPANY, P.C.
130 CANAL STREET, SUITE 501
POOLER, GA 31322
912-265-0562

CERTIFICATE OF AUTHORIZATION: LSF317



SCALE 1" = 20'
DRAWING DATE 07/20/2023
DRAWING 21436B 27-1 DRAWN BY DW/CWC
CREW CHIEF PM
SHEET 1 OF 1



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 08/24/23 07:00 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2876)

DOC ID: 2876

Site Plan Review Application submitted by Forestar (USA) Real Estate Group Inc. for PIN #'s 70906 04041, 054, 063 (Lakeside Blvd.) for a Specific Development Site Plan to allow a Major Subdivision (Lakeside at Rice Hope Phase's 25, 27, & 29B) in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance).

Issue/Item: Site Plan Review Application submitted by Forestar (USA) Real Estate Group Inc. for PIN #'s 70906 04041, 054, 063 (Lakeside Blvd.) for a Specific Development Site Plan to allow a Major Subdivision (Lakeside at Rice Hope Phase's 25, 27, & 29B) in a M-P-O (Master Plan Overlay) Zoning District (PUD, Planned Unit Development, under Newly Adopted Zoning Ordinance).

Background: The subject property is currently vacant. There are no buildings or structures on the subject property.

Facts and Findings: This project is a specific development plan for Lakeside at Rice Hope Phase's 25, 27, and 29B. The project will consist of one hundred twenty nine (129) single family homes and all associated roads, drainage and water and sewer utilities. The site plan has been reviewed by City engineers, Thomas & Hutton and a final review letter has been issued. The preliminary plat applications for all phases of the subdivision have been submitted separately. 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 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, August 14, 2023 at 3:30 PM. **/ UPDATE: THE PLANNING COMMISSION VOTE UNANIMOUSLY TO APPROVE THE APPLICATION WITH THE REQUIREMENT THAT ALL ROADS BE STRIPED.**

ATTACHMENTS:

- S-Site Plan RH Lakeside Ph 25, 27, 29B 2023 - Application (PDF)
- Maj Subdiv Prelim Plat RH LS Ph 25 7-0906-04-054,063-APO list (PDF)
- Maj Subdiv Prelim Plat RH LS Ph 27 7-0906-04-063-APO list (PDF)
- Maj Subdiv Prelim Plat RH LS Ph 29B 7-0906-04-041,054,063-APO list (PDF)
- S-Site Plan RH Lakeside Ph 25, 27, 29B 2023 - Timeline (DOCX)

City of Port Wentworth
 7224 Highway 21 ■ Port Wentworth ■ Georgia ■ 31407 ■ 912-999-2084

Site Plan Review Application

Site Plan Application is required for all new construction in a "P" or "MPO" zone as defined in the Zoning Ordinance of the City of Port Wentworth.

Site Plan Type (Check One): ☐ General / Concept ☒ Specific Development
 Site Plan Address: Lakeside Blvd., Port Wentworth, GA 31407
 PIN #(s): 70906 04063, 70906 04054 70906 04041
 Zoning: M-P-O Estimated Cost of Construction: \$ 6,450,000

Type of Construction: Residential - 129 Lots
 Project Name: Rice Hope Lakeside Phases 25, 27, 29B

Applicant's Name: Forestar (USA) Real Estate Group Inc.
 Mailing Address: 2221 E. Lamar Blvd. Suite 790
Arlington, TX 76006
 Phone #: 843-535-8188 Email: annalewis@forestar.com

Owner's Name (If Different from Applicant): Same as Applicant
 Mailing Address: _____
 Phone #: _____ Email: _____

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

Kurt A. Sandness
 Applicant's Signature Kurt A. Sandness
VP RE Inv + Dev

8/24/22
 Date

Same as Applicant
 Owner's Signature (If Different from Applicant) _____
 Date _____

Please see page 2 for required submittal checklist

City of Port Wentworth
 ■ 7224 Highway 21 ■ Port Wentworth ■ Georgia ■ 31407 ■ 912-999-2084

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)
- ☒ 15 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 ½" 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
- ☒ Site plan review fee check
 - No Land Disturbance- \$206.00 Site Plan Fee + \$50.00 Admin Fee = Total \$256.00
 - XX With Land Disturbance - \$836.00 Site Plan Fee + \$50.00 Admin Fee = Total \$886.00

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

Kurt A. Sandness
 Applicant's Signature
 Kurt A. Sandness
 VP RE Inv + Dev

8/24/22
 Date

Owner	Mailing Address	City	State	Zip
BUCK ISLAND, LLC AND BEP LAND INVESTORS, LLC	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
JOHN HILL	8547 HEATHERWOOD DR	SAVANNAH	GA	31406
ARDMORE PORT WENTWORTH, LLC	1400 W NORTHWOOD ST	GREENSBORO	NC	27408
PUBLIX SUPER MARKETS INC, ATTN TREASURY DEPT	PO BOX 32018	LAKELAND	FL	33802
GREENLAND DEVELOPERS INC	5829 CLYO KILDARE RD	NEWINGTON	GA	30446
RICE HOPE PLANTATION COMMUNITY ASSOCIATION	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
BEP RICE HOPE	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
BEP RH TRACT 2 LLC C/O Highbrook Investors	100 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
STEVEN & KATHY ABSHERE	10 WILD SILK WAY	PORT WENTWORTH	GA	31407
SHELDON BARNES & CHELSEY SNELL	12 WILD SILK WAY	PORT WENTWORTH	GA	31407

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SHELDON BARNES & CHELSEY SNELL	12 WILD SILK WAY	PORT WENTWORTH	GA	31407
DENISE STONE-RAGUCKAS	303 LAKESIDE BLVD.	PORT WENTWORTH	GA	31407
AMH DEVELOPMENT, LLC	30601 AGOURA ROAD, SUITE 200	AGOURA HILLS	CA	91301
CORTRICE JACKSON	305 LAKESIDE BOULEVARD	PORT WENTWORTH	GA	31407
FREDDY L & LENA A MEEKS	307 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
DERRICK K BARNES	309 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
JOSEPH T. GONSALVES	311 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
EUGENE A JR & PONDA B SHOWALTER	313 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
GEORGE MICHAEL BRIDWELL	505 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
GARY CONWAY	403 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
ERIN M LEWIS	405 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
BILLIE & ROD M. CASSIDY	407 LAKESIDE BOULEVARD	PORT WENTWORTH	GA	31407
BRENDA C. DENMARK	409 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
TIFFANY NICOLE BROWN-CORBIN	503 LAKESIDE BOULEVARD	PORT WENTWORTH	GA	31407
VILLAGE PARK HOMES LLC	PO BOX 23376	HILTON HEAD	SC	29925
JAMES P & LYNN M MILLARD	509 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
JOHN M DUNCAN	511 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
KIRBY LINDER	506 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
RYAN COLE PHILLIP	508 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
ALAN JOHN KENNEDY	510 LAKESIDE BLVD	PORT WENTWORTH	GA	31407
ANTONIO REMOND SHEPPARD	4 LAKESIDE DRIVE	PORT WENTWORTH	GA	31407
MARTIN J. & ROBYN SAVARESE JR.	2 LAKESIDE DRIVE	PORT WENTWORTH	GA	31407
FORESTAR (USA) REAL ESTATE GROUP INC	2221 E LAMAR BLVD, STE 790	ARLINGTON	TX	76006
PITTMAN ENGINEERING, ATTN: JASON BRYANT	2591 US HWY 17, STE 303	RICHMOND HILL	GA	31324

Project Timeline

Project Number: 230051

Project Name: Lakeside at Rice Hope Phases 25, 27, 29B – Specific Site Plan

Applicant / Engineer: Pittman Engineering – Jason Bryant

Owner: Forestar (USA) Real Estate Group, Inc.

City Review Engineer: Thomas & Hutton

- 1/25/2023 – application received. [S.C.]
- 1/31/2023 – application reviewed for completeness; incomplete. Missing the following information: Check provided is for \$866.00 but correct amount should be \$886.00. Sent email to Jason Bryant (Pittman) about the incorrect check amount. [M.E.]
- 1/31/2023 – corrected check received. [M.E.].
- 1/31/2023 – project has been sent to Thomas and Hutton for review. [M.E.]
- 2/14/2023 – 1st review comment letter received from T&H. Pittman copied on email [M.E.]
- 3/29/2023 – 1st return comment letter received from Pittman. T&H copied. [M.E.]
- 4/17/2023 – 2nd review comment letter received from T&H. Pittman copied. [M.E.]
- 4/30/2023 – 2nd return comment letter received from Pittman. T&H copied. [S.C.]
- 5/16/2023 – 3rd review comment letter received from T&H. Pittman copied. [SC]
- 05/30/2023 – Received EPD Letter [SC]
- 6/12/2023 – 3rd return comment letter received from Pittman. T&H copied. [S.C.]
- 6/26/2023 – 4th review Concurrence letter from T&H. Pittman copied. [SC]
- 7/10/2023 – Final EPD Approval Letter
- 7/26/23 – Ad posted in newspaper. [SC]



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2878)

Meeting: 08/24/23 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

14.A

DOC ID: 2878

Fee Schedule Amendment-2nd Reading

Issue/Item: Adoption of the fee schedule for Fiscal Year 2023-2024

Background: Staff has been working to consolidate the location of the fees so we can present them in one document on an annual basis by staff and the City Council

Facts and Findings: Many localities reference a fee schedule that is approved in conjunction with the annual budget. This serves the public in a streamlined, consistent, and efficient manner of examining the fees.

Funding: NA



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2881)

Meeting: 08/24/23 07:00 PM
Department: All
Category: Resolution
Prepared By: Zahnay Smoak
Department Head: Steve Davis

14.B

DOC ID: 2881

Fee Schedule Resolution

Issue/Item: Resolution for the fee schedule for Fiscal Year 2023-2024

Background: Staff has been working to consolidate the location of the fees so we can present them in one document on an annual basis by staff and the City Council

Facts and Findings: Many localities reference a fee schedule that is approved in conjunction with the annual budget. This serves the public in a streamlined, consistent, and efficient manner of examining the fees.

Funding: NA

ATTACHMENTS:

- PW - Res - Fee Schedule (DOCX)

RESOLUTION NO. R23-08-20

**STATE OF GEORGIA
COUNTY OF CHATHAM
CITY OF PORT WENTWORTH**

A RESOLUTION SETTING THE CITY FEE SCHEDULE

WHEREAS, it is necessary from time to time to modify the City's ordinances and fees; and

WHEREAS the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

WHEREAS, the City of Port Wentworth is granted the power to levy and provide for the collection of license fees, other fees, and taxes on businesses, and to provide for the manner and method of payment of such licenses, fees, and taxes; and

WHEREAS, the City of Port Wentworth desires to update its fees to bring it into line with updated state code and regulations, and to modernize same; and

WHEREAS, the Mayor and City Council additionally desire to achieve these goals while remaining fiscally and professionally responsible to the citizens of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Port Wentworth, Georgia, while in regular session as follows:

1. The attached Fee Schedule ("FY2024 Fee Schedule") is hereby adopted as the City Fee Schedule, pursuant to City Code Sec. 2-80.

RESOLVED this the 24th day of August, 2023.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, City Clerk

Attachment: PW - Res - Fee Schedule (2881 : Fee Schedule Resolution)