



CITY OF PORT WENTWORTH

CITY COUNCIL

NOVEMBER 30, 2023

Council Meeting Room

Regular Meeting

7:00 PM

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

1. PRAYER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL - CLERK OF COUNCIL

3. APPROVAL OF AGENDA

4. RECOGNITION OF SPECIAL GUESTS

5. PUBLIC COMMENTS - REGISTERED SPEAKERS

6. ELECTIONS & APPOINTMENTS

7. ADOPTION OF MINUTES

A. Regular Council Meeting Minutes - October 26, 2023

8. COMMUNICATIONS & PETITIONS

9. COMMITTEE REPORTS

10. CONSENT AGENDA

A. Well Permit Application for Mrs. Tina Newman at 711 Highway 30

B. Well Permit Application for Mrs. Jackeline Cerezo at 368 Rice Hope Plantation Rd

11. UNFINISHED BUSINESS

12. CALL MEETING TO ORDER

13. NEW BUSINESS

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

- Public Hearing
- Action

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

C. Fourth Amendment to the 2001 Water Service Agreement

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

- A. Amending Chapter 17.1 Human Resources Policy - 1st Reading
 - Public Hearing
 - Action
- B. Street Parking Ordinance- 1st Reading
 - Public Hearing
 - Action
- C. Zoning Map Amendment Application submitted by Steven & Janet Hester for PIN # 70978 05016 (440 Meinhard Rd) to Rezone from R-1 (Single-Family Residential) to C-2 (Community Business) Zoning District (1st Reading)
 - Public Hearing
 - Action

15. EXECUTIVE SESSION

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

16. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 11/30/23 07:00 PM
Department: Public Services
Category: Planning/Zoning Item
Prepared By: Omar Senati-Martinez
Department Head: Omar Senati-Martinez

AGENDA ITEM (ID # 2905)

DOC ID: 2905

Well Permit Application for Mrs. Tina Newman at 711 Highway 30

Issue/Item: Well Permit Application for Mrs. Tina Newman at 711 Highway 30

Background: Currently Mrs. Tina Newman is using a shared private well for water to the property. The current shared well is located on the next door property and has been sold. Tina Newman is requesting to install a well on property.

Facts and Findings: Mrs. Tina Newman does not have access to City utilities at 711 Highway 30. Tina Newman has retained a well driller who will, upon City approval, install the a new well on her property.

Funding: N/A

Recommendation: Approval

ATTACHMENTS:

- 711 Hwy 30 well permit (PDF)

City of Port Wentworth
7306 Highway 21 Suite 301 • Port Wentworth, Georgia 31407 • (912) 999-2084

BUILDING AND DEVELOPMENT PERMIT APPLICATION

TYPE OF PERMIT

- ☐ Single Family
☐ Multi-Family
☐ Commercial
☐ Fire Alarm
☐ Demolition
☐ Manufactured Home – Year _____

- ☐ Fire Sprinkler
☐ Pool
☐ Landfills, Mining, Ponds
☐ Accessory Building
☐ Dock

- ☐ Driveway Pipe
☐ Air Curtain Destructor
☐ Addition
☐ Moving of House
☐ Moving of Bldg/Structure
 Model _____

- ☐ Electrical
☐ Plumbing
☐ Mechanical
☐ Other well

Date: 11-23

Estimated Value*: 14,000

Permit No: 230428

**If in the opinion of the Building Inspector or City Administrator, the valuation of the building, alteration or structure appears to be underestimated on the application, the City will utilize the Marshall and Swift's Residential Cost Handbook and Marshall and Swift Valuation Service to determine the valuation. The valuation from Marshall and Swift will be the basis for permit issuance. Valuation from Marshall and Swift is determined by final cost to the buyer/owner of the structure.*

Address of Building/Structure: 711 highway 30

Lot #: _____

Subdivision: _____

PIN #: _____

Zoning: _____

Flood Zone: _____

Setbacks: F _____ R _____ S _____

Total Sq. Ft. of Lot: _____

Heated Sq. Ft.: _____

Non-Heated Sq. Ft.: _____

Total Sq. Ft. of Building / Addition: _____

No. of Stories: _____

Bedrooms: _____ Bathrooms: _____

Fireplaces: _____

☐ Sewer ☐ Septic**

☐ Sprinkler System

☐ Fire Alarm

☐ Public Water

☐ Private Well

☐ Automatic Fire Control System

USE:

- ☒ Single Family Residence
☐ Apartment
☐ Storage Building
☐ Accessory Building

- ☐ Office
☐ Warehouse
☐ Repair Garage
☐ Hotel / Motel

- ☐ Duplex
☐ Private Garage
☐ Church
☐ Other: _____

- ☐ Factory
☐ Auto Storage
☐ Service Station

- ☐ Screen Rr
☐ Svc. Chan
☐ Pressure

TYPE OF CONSTRUCTION:

☐ Erect ☐ Repair ☐ Alter

☐ Make Addition To

☐ Demolish

☐ Move

Please provide Name, Address & Phone Number for the following: (Should be filled out completely before review)

OWNER: Tina Newman

Phone #: 912 429-662

Address: 333 Westminister Drive

City, State, Zip: Guyton GA 31316

ARCHITECT: _____ Phone #: _____

Address: _____ City, State, Zip: _____

CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

ELECTRICAL CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

PLUMBING CONTRACTOR: Sheppard Well and Pump Phone #: _____Address: 290 Sheppard Street Rd. City, State, Zip: Sylvania OH 43086

MECHANICAL CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

A Site Plan and two (2) complete sets of plans must accompany this application. This form must be filled out completely before consideration of application. Construction in some areas may impact wetlands and require a 404 permit from the Corps of Engineers. Permit Holder agrees to hold the City of Port Wentworth harmless on any construction covered by this permit resulting in construction in wetlands. This permit becomes null and void if work or construction authorized is not commenced within a one (1) year period.

In consideration of the granting of the above requested permit, I do hereby agree that I will in all respects construct the work in accordance with the above statement and the Plans and Specifications herewith submitted, and filed with the City of Port Wentworth, and in compliance with all the state and local laws and ordinances.

Signature of Applicant

TINA NEWMAN

Print Name

333 Westminister Drive

Address

Quincy GA 31312

City, State & Zip Code

912 424-6082

Contact Number

Tnewman256@gmail.com

Email Address

APPROVED:

Building Inspector

Date: _____

NOTES:

FEES:

Permit Fee:	\$	<u>100.00</u>
Admin Fee:	\$	<u>75.00</u>
Plan Check Fee:	\$	<u>—</u>
Tap Fee:	\$	<u>—</u>
Aid-to-Const:	\$	<u>—</u>
Other:	\$	<u>—</u>
Total:	\$	<u>175.00</u>
Date		

PAID

Attachment: 711 Hwy 30 well permit (2905 : 711 Hwy 30 Well Permit Application)

2023

Business License
SCREVEN COUNTY, GEORGIA

2023

ISSUED TO:

SHEPPARD WELL & PUMP
SERVICES
290 SHEPPARD'S SWITCH RD.

Date Issued: 12/07/2022
Business License #: 1882
Expires: 12/31/2023



This License Subject to all Rules and Regulations of the Screven County Commissioners.

Chidelle Jackson

AUTHORIZED SIGNATURE

MUST BE PUBLICLY DISPLAYED



STATE OF GEORGIA WATER WELL STANDARDS ADVISORY COUNCIL

WATER WELL CONTRACTOR

GA LICENSE NUMBER: 503

EFFECTIVE: July 1, 2023 EXPIRES: June 30, 2025

JOHNNY SHEPPARD
SHEPPARD WELL & PUMP SERVICE
290 SHEPPARD SWITCH RD
SYLVANIA, GA 30467

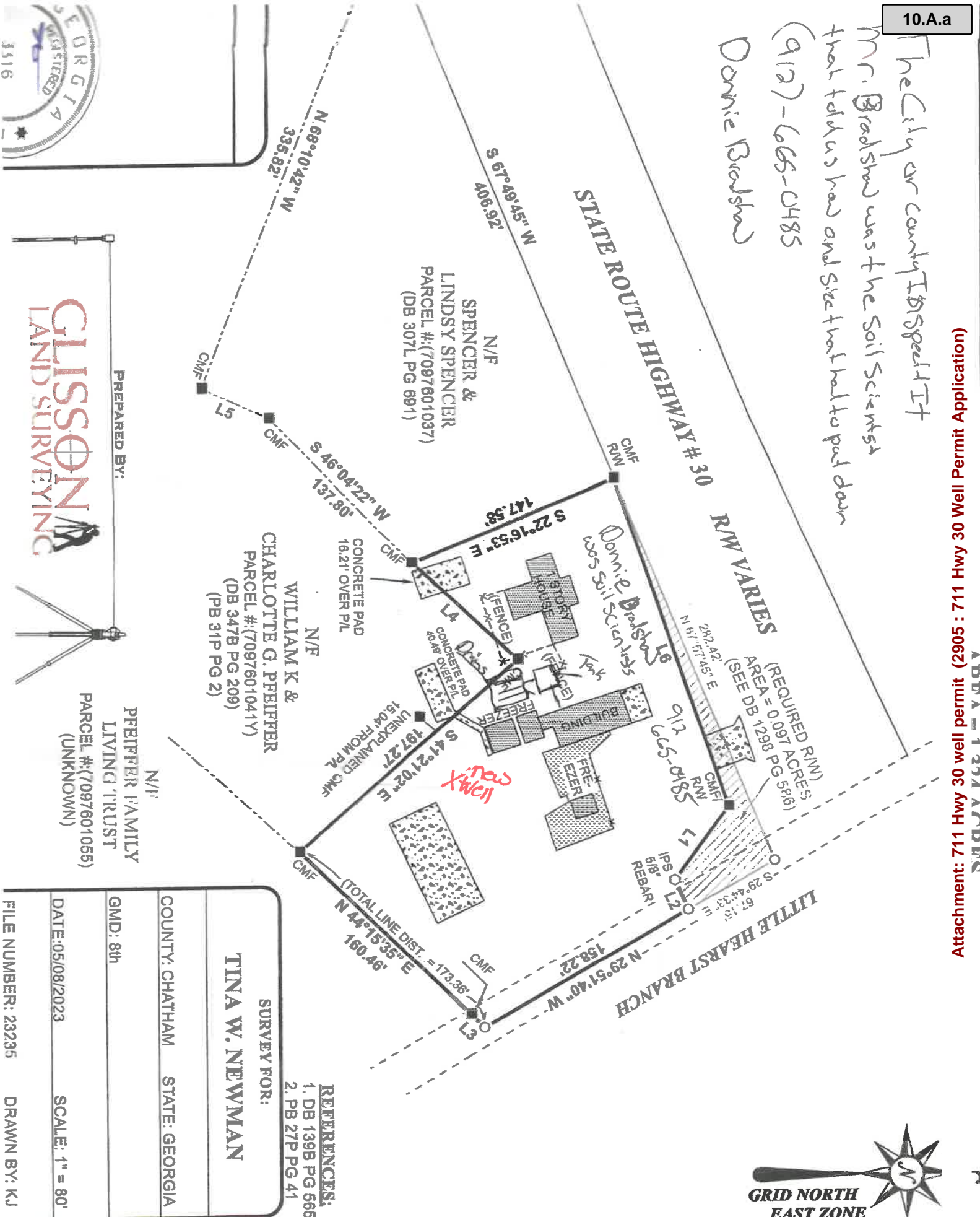
Chairman

Chief Administrative Officer

The City of County ID Speed It
 Mr. Bradshaw was the Soil Scientist
 that told us how and size that had to put down
 (912)-665-0485
 Donnie Bradshaw

Attachment: 711 Hwy 30 well permit (2905 : 1117 Hwy 30 Well Permit Application)

ADDA = 1.224 ACRES



PREPARED BY:

GLISSON
 LAND SURVEYING

PFEIFFER FAMILY
 LIVING TRUST
 PARCEL #:(7097601055)
 (UNKNOWN)

N/I:

SURVEY FOR:	
TINA W. NEWMAN	
COUNTY: CHATHAM	STATE: GEORGIA
GMD: 8th	
DATE: 05/08/2023	SCALE: 1" = 80'
FILE NUMBER: 23235	DRAWN BY: KJ

REFERENCES:
 1. DB 139B PG 565
 2. PB 27P PG 41



CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00423752 11/14/2023 1:47 PM
OPER: KS TERM: 055
REF#: 3194

TRAN: 112.0000 BLDG PERMIT
230428 175.00CR
NEWMAN, TINA
711 HIGHWAY 30
WELL 175.00CR

TENDERED: 175.00 CHECK
APPLIED: 175.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM

Attachment: 711 Hwy 30 well permit (2905 : 711 Hwy 30 Well Permit Application)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 11/30/23 07:00 PM
Department: Public Services
Category: Planning/Zoning Item
Prepared By: Omar Senati-Martinez
Department Head: Omar Senati-Martinez

10.B

AGENDA ITEM (ID # 2906)

DOC ID: 2906

Well Permit Application for Mrs. Jackeline Cerezo at 368 Rice Hope Plantation Rd

Issue/Item: Well Permit Application for Mrs. Jackeline Cerezo at 368 Rice Hope Plantation Rd

Background: Mrs. Jacqueline Cerezo just purchased a lot located on Rice Hope Plantation Rd. and is seeking approval for a well.

Facts and Findings: Mrs. Jacqueline Cerezo does not have access to City utilities at 368 Rice Hope Plantation Rd. Mrs. Jacqueline Cerezo has retained a well driller who will, upon City approval, install the a new well on her property.

Funding: N/A

Recommendation: Approval

ATTACHMENTS:

- 368 Rice Hope Plantation Rd well permit (PDF)

City of Port Wentworth
7306 Highway 21 Suite 301 • Port Wentworth, Georgia 31407 • (912) 999-2084

BUILDING AND DEVELOPMENT PERMIT APPLICATION

TYPE OF PERMIT			
<input type="checkbox"/> Single Family	<input type="checkbox"/> Fire Sprinkler	<input type="checkbox"/> Driveway Pipe	<input type="checkbox"/> Electrical
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Pool	<input type="checkbox"/> Air Curtain Destructor	<input type="checkbox"/> Plumbing
<input type="checkbox"/> Commercial	<input type="checkbox"/> Landfills, Mining, Ponds	<input type="checkbox"/> Addition	<input type="checkbox"/> Mechanical
<input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Accessory Building	<input type="checkbox"/> Moving of House	<input checked="" type="checkbox"/> Other <u>WELL</u>
<input type="checkbox"/> Demolition	<input type="checkbox"/> Dock	<input type="checkbox"/> Moving of Bldg/Structure	<u>DEEP WELL</u>
<input type="checkbox"/> Manufactured Home - Year _____	Model _____		<u>about 360 feet</u>

Date: 14 JUL 23 Estimated Value*: 220,000 Permit No: 230299

**If in the opinion of the Building Inspector or City Administrator, the valuation of the building, alteration or structure appears to be underestimated on the application, the City will utilize the Marshall and Swift's Residential Cost Handbook and Marshall and Swift Valuation Service to determine the valuation. The valuation from Marshall and Swift will be the basis for permit issuance. Valuation from Marshall and Swift is determined by final cost to the buyer/owner of the structure.*

Address of Building/Structure: 368 Rice Hope Plantation Road

Lot #: Tract I-D Subdivision: Rice Hope

PIN #: 70906 03033 Zoning: R-A Flood Zone: X

Setbacks: F _____ R _____ S _____ Total Sq. Ft. of Lot: 176,400

Heated Sq. Ft.: 833 Non-Heated Sq. Ft.: 940

Total Sq. Ft. of Building / Addition: 1773 No. of Stories: 2

Bedrooms: 2 Bathrooms: 1 Fireplaces: 0

☐ Sewer ☐ Septic** ☐ Sprinkler System ☐ Fire Alarm

☐ Public Water ☒ Private Well ☐ Automatic Fire Control System

USE:

☒ Single Family Residence ☐ Office ☐ Duplex ☐ Factory ☐ Screen Rm.
☐ Apartment ☐ Warehouse ☐ Private Garage ☐ Auto Storage ☐ Svc. Change
☐ Storage Building ☐ Repair Garage ☐ Church ☐ Service Station ☐ Pressure
☐ Accessory Building ☐ Hotel / Motel ☐ Other: _____

TYPE OF CONSTRUCTION: WELL, DEEP WELL about 360 feet

☐ Erect ☐ Repair ☐ Alter ☐ Make Addition To ☐ Demolish ☐ Move

Please provide Name, Address & Phone Number for the following: (Should be filled out completely before review)

OWNER: Jackie Cerezo Phone #: 914-621-8274

Address: 11 Ganet Crossing City, State, Zip: Savannah, GA 31419

Attachment: 368 Rice Hope Plantation Rd well permit (2906 : 368 Rice Hope Plantation Rd. Well Permit Application)

ARCHITECT: _____ Phone #: _____

Address: _____ City, State, Zip: _____

CONTRACTOR: Charles D Smith Phone #: 912-610-5906Address: 8700 US Hwy 17, - City, State, Zip: Richmond Hill, GA 31324

ELECTRICAL CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

PLUMBING CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

MECHANICAL CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

A Site Plan and two (2) complete sets of plans must accompany this application. This form must be filled out completely before consideration of application. Construction in some areas may impact wetlands and require a 404 permit from the Corps of Engineers. Permit Holder agrees to hold the City of Port Wentworth harmless on any construction covered by this permit resulting in construction in wetlands. This permit becomes null and void if work or construction authorized is not commenced within a one (1) year period.

In consideration of the granting of the above requested permit, I do hereby agree that I will in all respects construct the work in accordance with the above statement and the Plans and Specifications herewith submitted, and filed with the City of Port Wentworth, and in compliance with all the state and local laws and ordinances.

FEES:

Permit Fee:	\$ <u>75.00</u>
Admin Fee:	\$ <u>50.00</u>
Plan Check Fee:	\$ <u>—</u>
Tap Fee:	\$ <u>—</u>
Aid-to-Const:	\$ <u>—</u>
Other:	\$ <u>—</u>
Total:	\$ <u>125.00</u>
Date	_____

Signature of Applicant

WAYNE LEE

Print Name

3448 US Hwy 17 S, suite C

Address

Richmond Hill, GA 31324

City, State & Zip Code

912-271-3555

Contact Number

merithomesga@yahoo.com

Email Address

APPROVED:

Date: _____

Building Inspector

NOTES:

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00412954 8/18/2023 2:05 PM
OPER: KS TERM: 055
REF#: 180

TRAN: 112.0000 BLDG PERMIT
230299 125.00CR
CEREZO, JACKIE
368 RICE HOPE PLANTATION
WELL 125.00CR

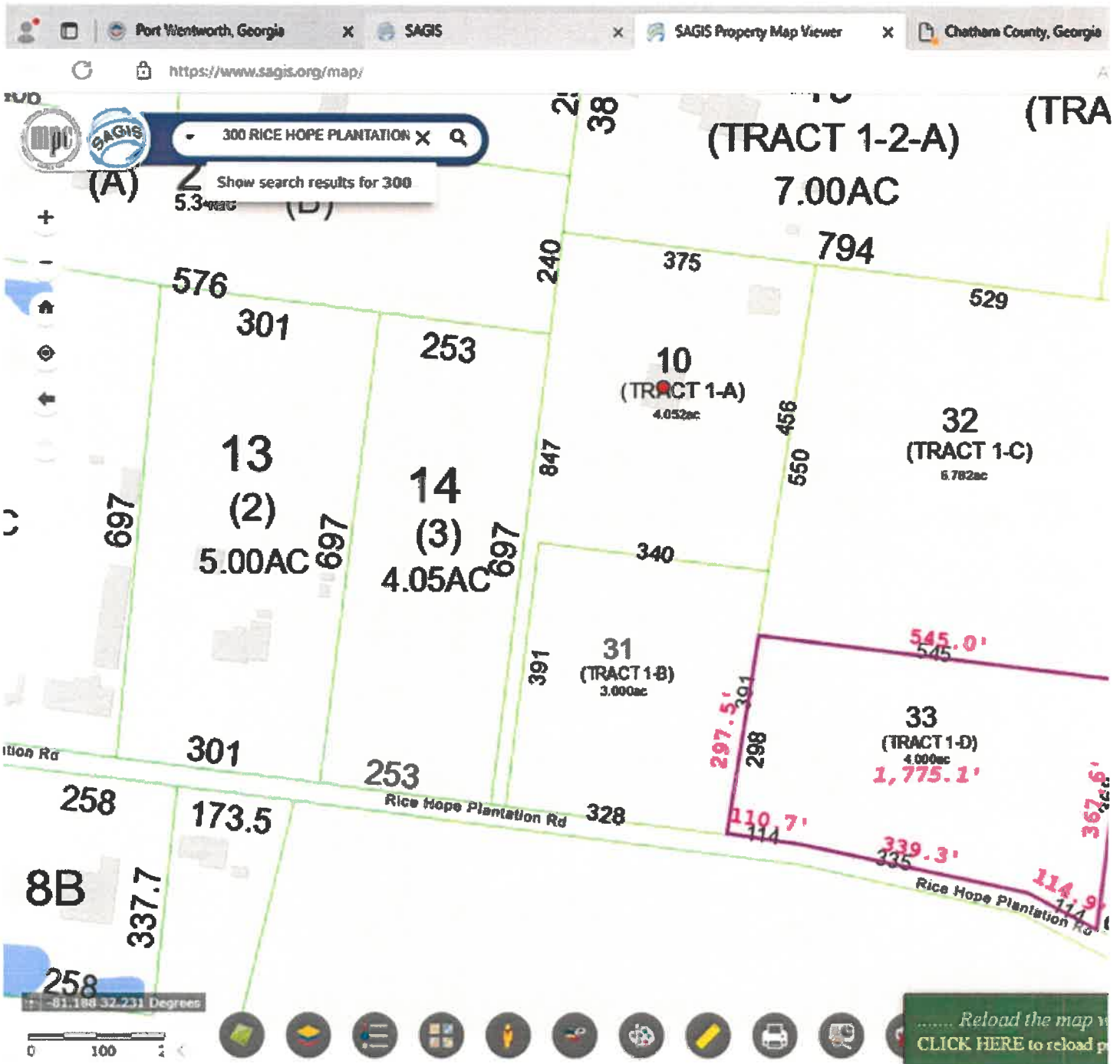
TENDERED: 125.00 CHECK
APPLIED: 125.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM

Kristen St John

From: Sandra Lee <merithomesga@yahoo.com>
Sent: Thursday, August 3, 2023 8:59 AM
To: Kristen St John
Cc: Sandra Lee; Jason Lee
Subject: Re: 300 Rice Hope Plantation Rd - Well Permit



Parcel 70906 03033 is outlined in purple for the new Cerezo home. The new construction is planned near the lower right corner.

Attachment: 368 Rice Hope Plantation Rd well permit (2906 : 368 Rice Hope Plantation Rd. Well Permit Application)



Bonzo Reddick, MD, MPH, District Health Director

1395 Eisenhower Drive

Savannah, GA 31406

Phone: 912-356-2160 Fax: 912-356-2969

Customer Name: Jackeline Cerezo Date: 7/7/23

Project Address: Rice Hope Plantation Rd. Pt. Wentworth, GA 31407

Scope of Work: Home Construction

Phone: (912) 621-8274 Email: jackie.cerezo@gmail.com

HEALTH DEPARTMENT NOTES

- Existing System Evaluation
 - ☒ New Construction ☐ Existing Structure ☐ Mobile Home Relocation
 - ☐ Well Installation
- Permit Issued: ☒ New ☐ Repair
- Residential (# of Bedrooms) 3
- Commercial (Gallons Per Day) _____
- Proposed construction should not affect the existing on-site septic system.
- ☒ Do not build on drain field or septic tank.
- ☒ Do not drive or park heavy equipment on drain field or septic tank.
- ☒ Maintained all required setbacks.
- Well setbacks satisfied.

APPROVAL COMMENTS:

Approved for home construction. make sure the proposed absorption field area is protected during construction of the home and is not allowed to become a storage area for fill dirt, or used for trash pits. Keep heavy equipment from parking or driving on the absorption field area.

EHS PRINTED NAME: Darby Clark

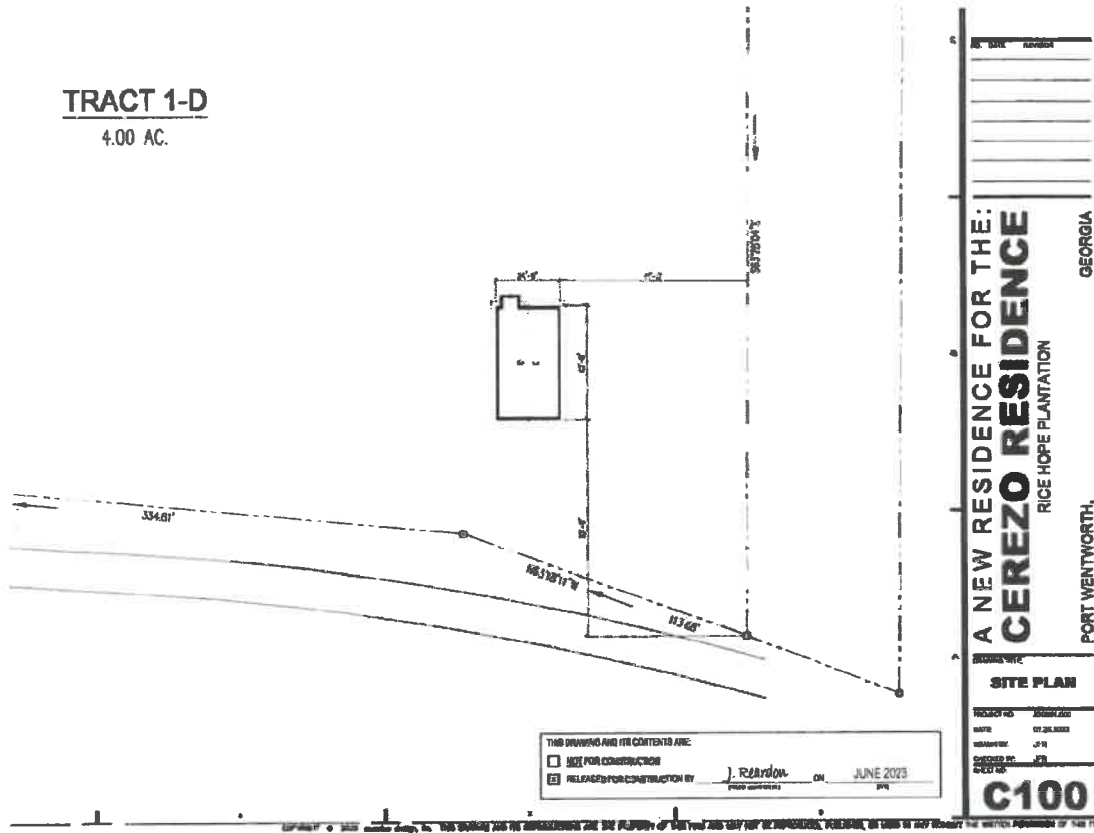
EHS SIGNATURE: D. Clark DATE: 7/7/23

We protect lives.

Sketch of Site Plan

TRACT 1-D

4.00 AC.



I hereby apply for a construction permit to install an On-Site Sewage Management System and agree that the system will be installed to conform to the requirements of the rules of the Georgia Department of Public Health, Chapter 511-3-1. By my signature, I understand that final inspection is required and will notify the County Health Department upon completion of construction and before applying final cover material to the system.

Applicant Signature: *Signature: Carl Lee* Date: 30 JUN 2023

Office Use Only

Payment – Date Received: _____ Soil Report – Date Received: _____

Is Property in Water Service Area Y / N _____ Is Property in Sewer Service Area Y/N _____ Existing File# _____

BEST, Inc

Bradshaw Environmental Soil Technology, Inc
 P. O. Box 88, Rincon, Georgia 31126
 cell: 702-865-3405 email: bradshaw@bestsoil.com

Level 3 Report

County	Chatham	Date	February 14, 2022	Pin No.	
Owner:	Paul Herin	Phone			
Mailing Address	300 Rice Hope Plantation Road, Port Wentworth, Georgia 31407				
Site Location Address	300 Rice Hope Plantation Road				
Subdivision		Tract 1-D			
Map Scale	1 inch = 100 feet				

SOIL PROPERTIES								
SOIL SERIES	Slope %	Seasonal High Water Table from existing surface (inches)	Absorption Rate at Recommended Trench Depth (minutes/inch)	Recommended Trench Depth from existing surface (inches)	Suitability Code	Topsoil thickness (inches)	Recommended Height of Mound based on trench depth of	
							18 inches	24 inches
Podler	0	12	30	12 above	C, J	6	35	36

SUITABILITY CODE**DESCRIPTION AND NOTES**

- A. These soils are suitable for installation of on-site systems with proper system design, installation and maintenance.
- C. - Because of flooding, structural degradation, water tables, or conditions with very slow permeation rate, perched water, or other factors, these soils are not suitable for installation of a conventional on-site system without site modifications, special designs or installation. Non-conventional systems and installation must be approved by the local Environmental Health Specialist.
- F. - Because of soil conditions, these soils are unsuitable for installation of an on-site system.
- J. These soils commonly have permeation rates that are too slow for installation of a conventional on-site system without special design or installation. Non-conventional system design and installation must be approved by the local Environmental Health Specialist.

Site Specific Notes

advertison field area is protected during construction of the system and is not allowed to become a storage area for fill dirt, or used for trash piles. Keep heavy equipment from parking or driving on the absorption field area. Do not install absorption fields during wet or rainy periods. Do manage surface water away from drain fields with gutters and swales.

Disclaimer:

Recommendations are site specific and if not followed will void this report. All recommendations are based on the original undisturbed soil unless otherwise stated. If the site is disturbed from cutting or filling after date of site visit, this report is null and void. Final local Department of Community Health holds full authority of the permitting of any soil disposal systems and may view the soil conditions differently from the Soil Classifier and will have the final say in their county.

SIGNED:*R. A. Bradshaw*

BEST, Inc

Bradshaw Environmental Soil Technology, Inc.
P. O. Box 88, Rincon, Georgia 31326

Office: 912-826-2573 cell: 912-665-0485 fax: 912-826-2573

Owner:	Paul Hemin	
County:	Chatham	Pin No:
Date:	February 14, 2022	
Site Location:	300 Rice Hope Road Tract 1-D	
Scale:	1 inch = 100 feet	

0 100 feet

Level 3 Soil Map



**Georgia Department of Public Health
Construction Permit and Site Approval
For On-Site Sewage Management System**

COUNTY: Chatham	SUBDIVISION: THE PLANTATIONS OF RICE HOPE PORT WENTWO	LOT NUMBER: Tract 1-D	BLOCK: -
PROPERTY ADDRESS: RICE HOPE PLANTATION RD SAVANNAH, GA 31407		DIRECTIONS:	
I hereby receive this construction permit to install an On-Site Sewage Management System and agree that the system will be installed to conform to the requirements of the rules of the Georgia Department of Public Health, Chapter 511-3-1 and this permit. By my signature, I understand that final inspection is required and will notify the County Health Department upon completion of construction and before applying final cover material to the system.			
PROPERTY OWNER'S/AUTHORIZED AGENT'S SIGNATURE: 		DATE COMPLETED APPLICATION RECEIVED: 07/03/2023	
PROPERTY OWNER'S NAME: Jackeline Cerezo	PHONE NUMBER: (914) 621-8274	PROPERTY OWNER'S ADDRESS: RICE HOPE PLANTATION RD SAVANNAH, GA 31407	
AUTHORIZED AGENT'S NAME:	PHONE NUMBER:	RELATIONSHIP TO OWNER:	
Section A - General Information			
CAN REQUIRED SETBACKS BE MET: YES	TYPE OF STRUCTURE: Single-Family Residence		SOIL SERIES: Pooler
DRINKING WATER SUPPLY: Private	WELL ON THE SITE: NO	WATER USAGE BY: Bedroom Numbers	PERCOLATION RATE / HYDRAULIC LOADING RATE: 30
SYSTEM TYPE: New	NO. OF BEDROOMS / GPD: 2		RESTRICTIVE SOIL HORIZON DEPTH (inches): 12
LOT SIZE (SQ FT/Acres): 4.00	LEVEL OF PLUMBING OUTLET: Ground Level		SOIL TEST PERFORMED BY: Bradshaw 2/14/2022
Section B - Primary / Pretreatment			
PRETREATMENT: Septic Tank	GARBAGE DISPOSAL: NO	SEPTIC TANK CAPACITY (gallons): 1000	MIN. ATU CAPACITY (gallons): 0
		DOSING TANK CAPACITY (gallons): 383.5	GREASE TRAP CAPACITY (gallons):
Section C - Secondary Treatment			
ABSORPTION FIELD DESIGN Area fill/mound	NUMBER OF TRENCHES: 1		TOTAL ABSORPTION FIELD LINEAR FT REQUIRED: 167
	DISTANCE B/W TRENCHES: 7		
ABSORPTION FIELD PRODUCT: Conventional 12x36 gravel & pipe	DEPTH OF TRENCHES (range in inches): 12 to 12		TOTAL ABSORPTION FIELD SQ FT REQUIRED: 500
Issued permits expire twelve (12) months from approval date and are not valid unless signed below by authorized representative of the Georgia Department of Public Health or County Board of Health.			
Any grading, filling, or other landscaping after issuance of a permit may render permit void. Failure to follow site plan may render permit void. Any grading, filling, or other landscaping after final inspection by county health department, which adversely affects the function of the on-site sewage management system, may render approval void. Installation contractor is responsible for ensuring all required setbacks are met.			
Issuance of a construction permit for an on-site sewage management system and subsequent approval of same by representative of the Georgia Department of Public Health or County Board of Health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time; furthermore, said representative(s) do not, by any action taken in effecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.			
INSPECTOR & INSPECTOR TITLE: Darby Clark Environmental Health Specialist	INSPECTOR SIGNATURE: 	DATE: 07/07/2023	CONSTRUCTION PERMIT #: OSC02501632
			STATUS: Approved

Attachment: 368 Rice Hope Plantation Rd well permit (2906 : 368 Rice Hope Plantation Rd. Well Permit Application)



**Construction Permit and Site Approval
For On-Site Sewage Management System (continued)**
Chatham County Environmental Health - Phone: (912) 356-2160
Permit Number: OSC02501632
Property Address: RICE HOPE PLANTATION RD SAVANNAH, GA
31407

PRIMARY / PRETREATMENT REMARKS

Install a new 1000-gallon tank. If gravity flow cannot be achieved install a minimum of a 383.5-gallon pump tank. Alarm must have visual and audible alarm on separate circuits which follow the NEC. Alarm must be operational or functional during inspection. Maintain all required setbacks.

SECONDARY TREATMENT REMARKS

Install drain-field into Pooler soil series per Richard Bradshaw's soil report. Pooler has 6 inches of topsoil that must be removed. Till an additional 6 to 8 inches and back fill to grade with approved septic sand. Prepare a 30 to 36 inches mounded area. Fill and site prep must be conducted by a certified soil scientist. Maintain all required setbacks. Divert all roof water and run off away from septic system. Call the Chatham County Health Department at 912- 356-2160 with any questions and for inspection.

PROPOSED SYSTEM LAYOUT / DESIGN

Attachment: 368 Rice Hope Plantation Rd well permit (2906 : 368 Rice Hope Plantation Rd. Well Permit Application)

STATE OF GEORGIA

WATER WELL STANDARDS ADVISORY COUNCIL

WATER WELL CONTRACTOR

GA LICENSE NUMBER: 3

EFFECTIVE: July 1, 2023 EXPIRES: June 30, 2025

CHARLES D SMITH
S&S WELL DRILLING

8700 HWY 17

RICHMOND HILL, GA 31324

Don Elder

Chairman

Water Well Standards Advisory Council

J Edward Rooks

Chief Administrative Officer

Georgia Environmental Protection Division

Attachment: 368 Rice Hope Plantation Rd well permit (2906 : 368 Rice Hope Plantation Rd. Well Permit Application)

BRYAN COUNTY

Phone: (912)653-3892

License Id: 23-00077
Effective Date: 01/01/23
License Type: BUSINESS LICENSE

Issued Date: 01/25/23
Expiration Date: 12/31/23

Business Name: S & S WELL DRILLING
Business Location: 8700 HWY 17
S & S WELL DRILLING

CHARLES SMITH
8700 HWY 17
RICHMOND HILL, GA 31324



2023

Summary of Services:

Description
BUSINESS LICENSE

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

License Id: 23-00077
Effective Date: 01/01/23
License Type: BUSINESS LICENSE

Issued Date: 01/25/23
Expiration Date: 12/31/23

2023

Business Name: S & S WELL DRILLING
Business Location: 8700 HWY 17

S & S WELL DRILLING
CHARLES SMITH
8700 HWY 17
RICHMOND HILL, GA 31324

Summary of Services

Description
BUSINESS LICENSE

FILE COPY

Attachment: 368 Rice Hope Plantation Rd well permit (2906 : 368 Rice Hope Plantation Rd. Well Permit Application)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia State Licensing Board for Residential and General Contractors
 LICENSE NO. RLCI001558
 Wayne Carl Lee

372 Mary Todd Road
 Hinesville GA 31313

Residential Light Commercial Individual

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 01/09/2017

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

Wayne Carl Lee
 372 Mary Todd Road
 Hinesville GA 31313



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia State Licensing Board for Residential and General
 Contractors
 License No. RLCI001558
 Wayne Carl Lee

372 Mary Todd Road
 Hinesville GA 31313

Residential Light Commercial Individual

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 01/09/2017

Attachment: 368 Rice Hope Plantation Rd well permit (2906 : 368 Rice Hope Plantation Rd. Well Permit Application)



RICHMOND HILL
G E O R G I A

2023

**OCCUPATIONAL TAX CERTIFICATE
CITY OF RICHMOND HILL**

P.O. BOX 250 RICHMOND HILL, GA 31324 (912) 756-3345
NOTIFY THIS OFFICE OF ANY CHANGE IN LOCATION OR OWNERSHIP

LICENSE NUMBER 1358

EFFECTIVE DATE 01/01/2023 EXPIRATION DATE 12/31/2023

MERIT HOMES GA, LLC
NAME OF BUSINESS

233210 CONTRACTOR GENERAL SINGLE FAMILY
TYPE OF BUSINESS

3766 HIGHWAY 17 STE 202, RICHMOND HILL, GA 31324
PHYSICAL ADDRESS

3766 HIGHWAY 17 STE 202, RICHMOND HILL, GA 31324
MAILING ADDRESS

GENERAL CONTRACTOR - RESIDENTIAL
DESCRIPTION OF BUSINESS

SANDRA LEE
OWNER/MANAGER NAME


AUTHORIZED SIGNATURE

THE ABOVE NAMED CONCERN HAS BEEN LICENSED TO DO BUSINESS IN RICHMOND HILL
SUBJECT TO PROVISIONS OF ALL CITY ORDINANCES



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

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

AGENDA ITEM (ID # 2902)

DOC ID: 2902

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

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

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

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

Funding: N/A

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

ATTACHMENTS:

- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-Application (PDF)
- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-AOPO(TR Long) (PDF)
- Clifton Blvd-Special Use Permit-Outdoor Stg 2023-AOPO(Graves) (PDF)

City of Port Wentworth Special Use Permit Application

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

1. Subject Property

Street Address(es): Clifton BLVD

Property Identification Number(s) (PINs) (Attach a boundary survey, recorded or proposed plat, tax map or scaled plot plan to identify the property boundary lines:
70913 01010

Total acreage of subject property: 5.01 acres

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

Zoning Classification: Industrial (I-1)

2. Application History

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

If yes, please provide date of previous application: _____

3. Special Use Permit Review Criteria

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

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

4. Property Owner Information

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

Mailing Address: PO BOX 7003

City, State, Zip: SAVANNAH GA 31418-7003

Telephone: (912) 964-3181

E-Mail Address: GCMINC@AOL.COM

5. Applicant Information, if different from Property Owner (requires a Letter of Authorization Form)Name(s): CLIFTON LANDFILL INCMailing Address: PO BOX 7003City, State, Zip: SAVANNAH GA 31418-7003Telephone: (912) 964-3181E-Mail Address: GCMINC@AOL.COM**6. Items Require to be Submitted with this Application.**

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

7. Certified Application

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

Sworn to and subscribed before me this
12th day of October, 2023.

Cassandra Falk Casteel

Notary Public



[Signature]

Signature of Applicant

AUTHORIZATION OF PROPERTY OWNER

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

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

Name of Applicant: Not Applicable

Address: _____

Telephone Number: _____



 Signature of Owner

Personally appeared before me

Gina Minney

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

Cassandra Falk Casteel

Notary Public

October 12, 2023

Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

N/A Gem

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

Signature of Applicant

Sina Clifton Mincey

Sworn to and subscribed before me this

12th day of October, 2023.

Cassandra Falk Casteel

Notary Public



AUTHORIZATION OF PROPERTY OWNER

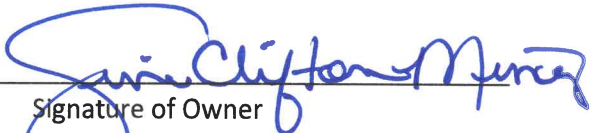
I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

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

Name of Applicant: T.R. LONG ENGINEERING, P.C. (Trent Long)

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

Telephone Number: 912-335-1046



 Signature of Owner

Personally appeared before me

Gina Mincey

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

Cassandra Falk Casteel

Notary Public

October 12, 2023

Date



AUTHORIZATION OF PROPERTY OWNER

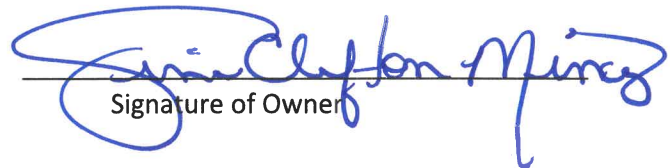
I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

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

Name of Applicant: Ross Graves

Address: 720 Amherst Road
Gypsum, CO 81637

Telephone Number: 970.445.7188



 Signature of Owner

Personally appeared before me

Gina Mincey

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

Cassandra Falk Castiel

Notary Public

October 12, 2023

Date





City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

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

AGENDA ITEM (ID # 2903)

DOC ID: 2903

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

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

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

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

Funding: N/A

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

ATTACHMENTS:

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

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

Site Plan Review Application

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

Site Plan Address: Clifton Blvd

PIN #(s): 70913 01010

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

Type of Construction: Gravel area for outside storage

Project Name: Proposed Development for Clifton Blvd

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

Mailing Address: PO BOX 7003

SAVANNAH GA 31418-7003

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

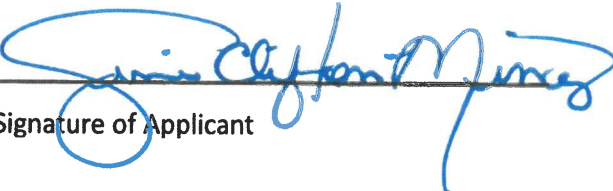
Owner's Name (If Different form Applicant): CLIFTON LANDFILL INC Gina Mincey - President

Mailing Address: PO BOX 7003

SAVANNAH GA 31418-7003

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

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


 Signature of Applicant

10-12-2023

Date

Owner's Signature (If Different form Applicant)

Date

Please see page 2 for required submittal checklist

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

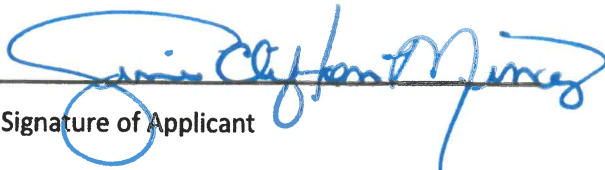
Site Plan Review Application Submittal Checklist

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)
- ☒ 3 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☐ 2 copies of hydrology reports (if applicable)
- ☒ Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- ☒ 1 8 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.
- ☐ If property owner and applicant are not the same, Authorization of Property Owner form.
- ☒ Site plan review fee check
 - Concept / General - \$300.00 Site Plan Fee + \$75.00 Admin Fee = Total \$375.00
 - Specific - \$1000.00 Site Plan Fee + \$75.00 Admin Fee = Total \$1075.00

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

I have read and agree to the above additional fee statement


 Signature of Applicant

10-12-2023

Date



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 11/30/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2909)

DOC ID: 2909

Fourth Amendment to the 2001 Water Service Agreement

Issue/Item: The water agreement between the City of Savannah and the City of Port Wentworth to provide water to the City of Port Wentworth is up for renewal. An interim agreement is needed to allow the City of Savannah time to upgrade its water facilities and capabilities and to allow the City of Port Wentworth and the City of Savannah to negotiate specifics as to the next agreement.

Background: This agreement covers the gallons per day allocated to the City of Port Wentworth in accordance with the City of Port Wentworth's forecasted water needs. This agreement would be the fourth amendment to the original 2001 agreement.

Facts and Findings: This proposed amendment will go into effect upon execution by both parties and will remain in effect until December 31, 2024 and sets the allocation to not exceed an aggregate monthly average of 1,518,200 gallons per day and maximum flow rate of 1,500 Gallons per minute per the terms of the amended agreement Port Wentworth will continue to pay the City of Savannah \$1062 per ERU (Equivalent Residential Unit.)

Funding: NA

Recommendation: Approve

ATTACHMENTS:

- 2023.11.30 - 4th Am to PW Water Service Agmt with Sav (DOCX)

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM) **FOURTH AMENDMENT TO
 2001 WATER SERVICE AGREEMENT**

THIS AGREEMENT, hereinafter referred to as “**Fourth Amendment**”, made and entered into as of the 30th day of November, 2023, by and between the CITY OF PORT WENTWORTH, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as “**Port Wentworth**”, and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation chartered under the laws of the State of Georgia, hereafter referred to as “**Savannah**”.

- W I T N E S S E T H -

WHEREAS, Savannah and Port Wentworth entered into a Water Service Agreement dated February 28, 2001 (hereinafter referred to as the “**2001 Agreement**”) providing for the purchase of potable water by Port Wentworth from Savannah; and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated December 18, 2003 (hereinafter referred to as the “**First Amendment to Water Service Agreement**”); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated October 26, 2005 (hereinafter referred to as the “**Second Amendment to Water Service Agreement**”); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated April 27, 2017 (hereinafter referred to as the “**Third Amendment to Water Service Agreement**”); and

WHEREAS, Port Wentworth has requested that certain additional amendments be made to the 2001 Agreement to address Port Wentworth’s growing population and developments; and

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that municipalities of the State may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, it is in the best interest of the citizens of the Port Wentworth and the Savannah that this agreement be consummated and that such commitments be made.

NOW THEREFORE, in consideration of the mutual covenants hereby made, the parties do agree to as follows:

I. Intentions and Acknowledgments

1. The Parties enter into this Fourth Amendment to address Port Wentworth's near-term water supply, which has been that have been thoughtfully and thoroughly discussed between the two Parties.
2. This Fourth Amendment is meant as a bridge to allow Savannah to advance and upgrade its water facilities and capabilities, so that Savannah can better allocate additional water supply capacity to Port Wentworth.
3. Port Wentworth acknowledges that Savannah is in the process of undertaking a series of major water supply projects, including but not limited to increasing its production capacity, upgrading the pumping and piping systems, and modifications and upgrades to the source water intake, pumping, and transmission systems.
4. Port Wentworth acknowledges that Savannah may allocate to Port Wentworth a pro-rata share of future capital improvements, with such allocation and increase supply to be in future Agreements or Amendments between the Parties.
5. Savannah acknowledges that short- and long-term capital planning efforts should result a scaling back of the extent of future capital expenditures to its systems, which could result in scaling back the Capital Cost Recovery and Equivalent Residential Unit fees charged by Savannah in the future. To this end, in the future Savannah desires to negotiate for Port Wentworth's groundwater permit capacity, provided the Georgia EPD approves such arrangement. Port Wentworth acknowledges it will favorably consider such an arrangement in the future, provided that the Parties negotiate and agree on mutually acceptable terms. The Parties acknowledge that such discussion and negotiations will likely be part of any ensuing or following Agreement or Amendment between the Parties on this subject.

II. Amendments to the 2001 Agreement to Provide for Adequate Water Supply

1. Daily Water Supply
 - a. Savannah shall allocate water supply to Port Wentworth for an aggregate monthly average of **1,518,200 GPD** (Gallons Per Day).
 - b. The Parties agree such aggregate monthly average is in accordance with Port Wentworth's forecasted water supply needs (see Exhibit 1) as well as the current status of Savannah's water withdrawal and drinking water production permits with the Georgia EPD.

- c. In the event Port Wentworth exceeds the GPD limit established in this Fourth Amendment, Savannah may charge an equitable surcharge in an amount to be agreed upon by the two parties at that time.

2. Maximum Flow Rate

- a. The cumulative maximum flow rate Savannah will make available to Port Wentworth at each of Port Wentworth's three Water Delivery points shall be **1,500 GPM** (Gallons Per Minute).
- b. The Parties agree this cumulative maximum flow rate is in place to ensure Savannah's system can provide and sustain sufficient pressure and flow at the three Port Wentworth delivery points (i.e. metering stations).
- c. The Parties agree this cumulative maximum flow rate shall not apply to flow rate exceedances that could occur which are directly attributable to the Port Wentworth Fire Department (PWFD), the PWFD's firefighting activities, or any other local fire department utilizing the Port Wentworth water system (e.g. a Savannah Fire Department firefighting event using the Port Wentworth water system).
- d. To help manage this cumulative maximum flow rate, Port Wentworth will strive to fill its elevated water storage tanks during off peak time periods: such periods being from 11:00 PM to 5:00 AM every day.

3. Reselling Restriction

- a. Port Wentworth shall not resell the water provided pursuant to this Amendment and Agreement to any other municipal water provider without proper written authorization and authority from Savannah.

4. Equivalent Residential Unit

- a. Port Wentworth shall pay Savannah \$900 per ERU (Equivalent Residential Unit).

III. Term and Renewal of Amendment

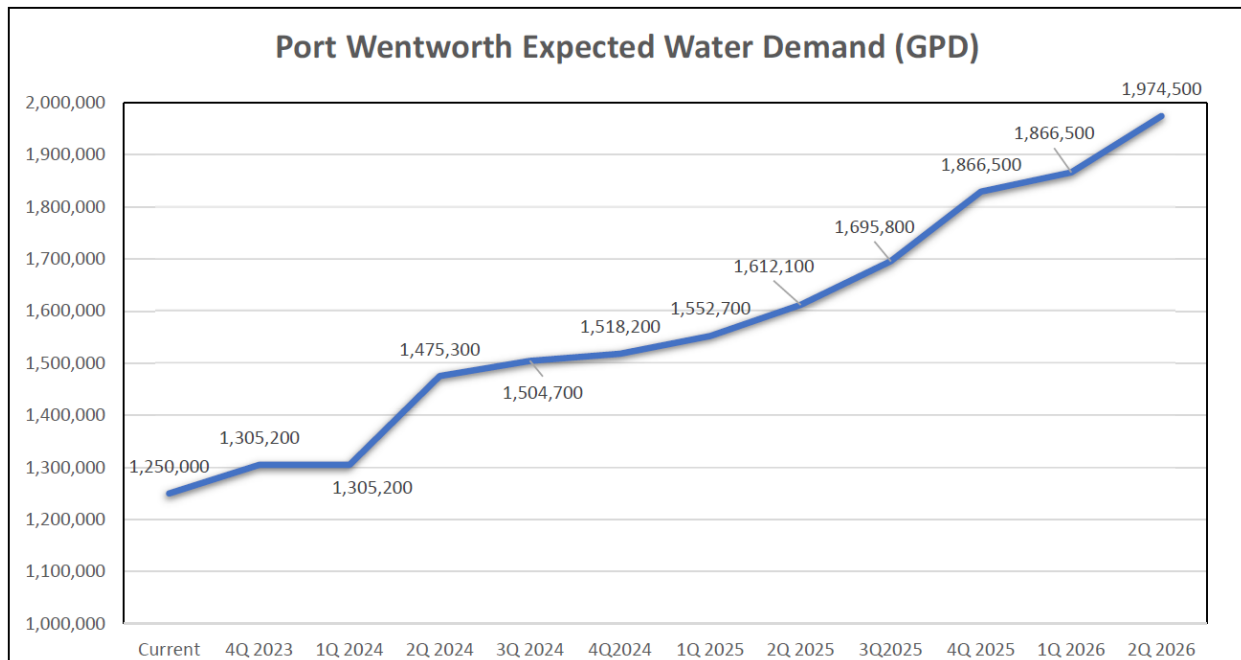
1. Term and Renewal of Amendment

- a. This Fourth Amendment shall be effective upon its execution by both Parties.
- b. This Fourth Amendment shall remain in effect until December 31, 2024.

- c. This Fourth Amendment may be renewed by written consent of the Parties.

IV. Exhibit 1

Exhibit 1



V. All other Sections of the 2001 Agreement and the First , Second, and Third Amendments to Water Service Agreement Remain in Effect.

1. All sections of the 2001 Agreement and the First, Second, and Third Amendments to Water Service Agreement not amended by this Fourth Amendment remain in full force and effect as originally set forth in said agreements.
2. All sections or provisions of the 2001 Agreement and the First, Second, and Third Amendments to Water Service Agreement that are amended by this Fourth Amendment are considered amended pursuant herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Port Wentworth and Savannah have caused this agreement to be executed by their proper corporate officers with their seals duly attached and attested to as of the day and year first written above.

CITY OF PORT WENTWORTH

**THE MAYOR AND
ALDERMEN OF
THE CITY OF SAVANNAH**

BY: _____
Mayor

BY: _____
City Manager

DATE: _____

DATE: _____

ATTEST: _____
Clerk of Port Wentworth City Council

ATTEST: _____
Clerk of Savannah City Council



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 11/30/23 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2907)

DOC ID: 2907

Amending Chapter 17.1 Human Resources Policy - 1st Reading

Issue/Item:

The City's Human Resources Policy is codified in the City's Code of Ordinances. This means that any changes must go through the ordinance process, and creates an extremely cumbersome process to update and stay current with changing Human Resources guidelines and best practices.

Background:

Chapter 17.1 is a vestige of the previous strong-Mayor form of government, where the Mayor used to be the chief administrative officer of the City. The City is now a strong-City Manager form of government with the City Manager being the chief administrative officer of the City. No other department or department's Standard Operating Procedures are codified in the Code of Ordinances.

Additionally, Chapter 17.1 has not been amended since 2015. And between 2009 and 2015 it was amended 8 separate times - showing the need to stay current with Human Resources policy and the cumbersome nature of having it codified as an Ordinance.

Facts and Findings:

The City Charter vests the City Manager as the chief administrative officer of the city. As such, Human Resources and the Human Resources Policy are within his purview. Repealing Chapter 17.1 would bring this operating procedure of the City in line with other operating procedures, and allow a more responsive and compliant Human Resources Policy for all City employees.

Funding: NA

Recommendation: Approve

ATTACHMENTS:

- COPW - Ord - HR Policy (DOCX)

ORDINANCE NO. 23-12-01

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

**AN ORDINANCE AMEND CHAPTER 17.1 HUMAN RESOURCES POLICY
OF THE CITY'S CODE OF ORDINANCES**

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

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

WHEREAS, the City of Port Wentworth is granted the power that it may adopt rules and regulations regarding personnel policies but is not obligated to codify such; and

WHEREAS, the City Manager is the chief executive officer and administrator of the City, and shall be responsible to the City Council for the administration of all City affairs placed in the City Manager's charge; and

WHEREAS, the City of Port Wentworth desires to update its Ordinance on Human Resources Policy to reflect the City Manager's role as chief executive officer of the City, and for the City Manager to work with the Human Resources Department to produce policies consistent with the best practices and high standards expected for City employees; and

NOW, THEREFORE, that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

- I. The City's Human Resources Policy Ordinance
The entirety of Chapter 17.1, Human Resources Policy, is repealed.
- II. The City Manager is directed to work with the Human Resources Department to produce policies consistent with the best practices and high standards expected of City employees.
- III. All laws and parts of laws in conflict with this Act are hereby repealed.
- IV. This Ordinance shall become effective immediately upon its passage and adoption.

[SIGNATURE ON FOLLOWING PAGE]

Attachment: COPW - Ord - HR Policy (2907 : Amending Chapter 17.1 Human Resources Policy)

SO ORDAINED this the _____ day of _____, 2023.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, City Clerk

First reading: _____ (date)

Second reading: _____ (date)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2908)

Meeting: 11/30/23 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

14.B

DOC ID: 2908

Street Parking Ordinance- 1st Reading

Issue/Item:

On street parking has become an issue, with school busses and emergency vehicles having to navigate narrow streets, and some cars parked for long extended periods of time in one spot. This is both a safety as well as quality of life issue.

Background:

Street parking is a problem in much of Port Wentworth, and especially in the residential areas of the City. In some developments the streets are narrow, some were not designed for any on street parking, and in some areas on street parking in residential areas makes simply driving around one's neighborhood dangerous and at times impossible as impassible.

Facts and Findings:

The City hosted a town hall on this topic, and has spent time since that town hall researching and internally discussing how best to address this issue. The City, in consultation with community partners, has determined that odd-even side parking coinciding with either odd or even months is an equitable and realistic solution to address this problem. This Ordinance would allow on street parking on the odd side of the street in odd numbered months, and on the even side of the street in even numbered months. Cars would still have to park in the correct direction, and would be fully prohibited from parking on many thoroughfares unless in clearly marked parking spots.

This would be a new ordinance for the City. City staff including the Police Department, would roll out enforcement so that citizens are aware of the new ordinance and changes before escalating penalties go into effect.

Funding: NA

Recommendation: Approve

ATTACHMENTS:

- PW - Ord - Residential Street Parking (DOCX)

ORDINANCE NO. 23-11-04

STATE OF GEORGIA
COUNTY OF CHATHAM
CITY OF PORT WENTWORTH

**AN ORDINANCE TO CREATE CHAPTER 13, ARTICLE II, RESIDENTIAL STREET
PARKING OF THE CITY OF PORT WENTWORTH CODE OF ORDINANCES**

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

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

WHEREAS, the City of Port Wentworth is granted the power to regulate the operation of motor vehicles and public parking and to exercise control over all traffic, upon or across the highways, streets, roads, alleys, and walkways of the city; and

WHEREAS, the City of Port Wentworth desires to update its Chapter 13, Motor Vehicles and Traffic to ensure safety and free movement upon the roadways of the city; and

NOW, THEREFORE, that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

The Code of Ordinance, Chapter 13, Motor Vehicles and Traffic, is amended as follows:

- I. The entirety of the existing Chapter 13 – Motor Vehicles and Traffic is placed into the newly created Article 1 of Chapter 13, titled “Article I - Miscellaneous Motor Vehicle and Traffic”, and shall retain the existing Code Section numbers, Sections 13-1 through 13-13.
- II. Sec. 13-6 is hereby repealed and shall be “Reserved”.
- III. Sections 13-14 through 13-49 shall be designated as “Reserved” in Article I of Chapter 13.
- IV. There is created a new Article 2 of Chapter 13, titled “Article II – Residential Street Parking”, which shall read as follows:

<< >>

Art. II – Residential Street Parking

Attachment: PW - Ord - Residential Street Parking (2908 : Street Parking Ordinance)

Sec. 13-50 – Intent and Purpose

- (a) It is the intent and purpose of this Article to ensure the safe and adequate parking for automobiles for the convenience and safety of all residents, visitors, workers, and persons with disabilities within the residential areas of the city.
- (b) It is further the intent and purpose of this Article to provide adequate and safe rights of way for all vehicles throughout the residential areas of the city.
- (c) The city enacts this article upon a finding of fact that unfettered stopping, standing, or parking of vehicles upon the residential roadways of the city is dangerous to those using the roadway where the stopping, standing, or parking of vehicles does unduly interfere with the free movement of traffic thereon.

Sec. 13-51 – Applicability

- (a) The provisions of this Article prohibiting the standing or parking of a vehicle shall apply at all times or at those times herein specified or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.
- (b) It shall be the duty of the city public development services director and the city chief of police to determine whether and where to install appropriate official traffic control devices giving additional notice thereof this article.
- (c) The provisions of this article shall not apply to the driver of any vehicle which is disabled while on the roadway in such a manner and to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position. (see O.C.G.A. § 40-6-204).
- (d) The provisions of this article shall not apply to public transit vehicles while at designated official stops or stands.
- (e) The provisions of this article shall not apply to any vehicle used solely for the purpose of collecting municipal solid waste while collecting such waste or materials; provided however that such vehicle shall maintain flashing hazard lights at all times that it is engaged in stopping or standing for the purpose of waste or materials collection.

Sec. 13-52 – General Prohibitions

- (a) No vehicle shall be standing or parked on any street or highway at or near any intersection that would create a hazard by obscuring vision on ingress or egress at said intersection. Standing or parked vehicles shall be parked a minimum of 30 feet from any intersection.
- (b) Freight-carrying vehicles are prohibited in all residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas except when actively delivering or receiving goods. No person shall stop, stand or park a freight-carrying vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in all residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas.

Sec. 13-53 – On Street Parking, Residential Areas

- (a) As provided in this article, every vehicle stopped or parked upon a roadway shall be stopped or parked parallel to the curb or edge of the roadway, and in the direction of authorized traffic movement.
- (b) As provided in this article, every vehicle stopped or parked upon a roadway shall be stopped or parked with the right-hand wheels parallel to and within 12 inches of the curb or as practicable to the edge of the right-hand shoulder.
- (c) As provided in this article, no vehicle shall stop, stand, or park:
 - 1) On a sidewalk;
 - 2) Within an intersection; or
 - 3) At any place where official signs prohibit stopping or parking.
- (d) As provided in this article, no vehicle shall stop, stand, or park, except momentarily to pick up or discharge a passenger or passengers:
 - 1) In front of a public or private driveway;
 - 2) Within 15 feet of a fire hydrant;
 - 3) Within 20 feet of a crosswalk at an intersection;
 - 4) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
 - 5) Within 20 feet of the driveway entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of such entrance; or
 - 6) At any place where official signs prohibit standing.
- (e) The provisions of this section shall apply to residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas.

Sec. 13-54 – On Street Parking, Odd-Even Parking

- (a) As provided in this article, every vehicle stopped or parked on a roadway within all residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD), areas shall park on the side of street with odd numbered addresses in odd months, and shall park on the side of the street with even numbered addresses in even months.
 - 1) Odd months: January, March, May, July, September, and December.
 - 2) Even months: February, April, June, August, October, and December.
- (b) As otherwise provided and pursuant to this article, in order to facilitate orderly and safe transition between months, vehicles may park on either the even or odd side of the roadway between 10:00 PM on the final day of a month and 10:00 AM on the first day of a month.
- (c) A listing of roadways pursuant to this section can be found in Sec. 13-70.

Sec. 13-55 – On Street Parking, Residential Thoroughfares

- (a) As provided in this article, no vehicle shall stop or park on a residential thoroughfare except in a designated parking space.

- (b) A listing of residential thoroughfares pursuant to this section can be found in Sec. 13-71.

Sec. 13-56 – 13-59 – Reserved.

Sec. 13-60 – Violations, In General

- (a) Violations of this article are per se violations for the purposes of scienter.
- (b) Each calendar day constitutes a new and separate offense under this article.
- (c) For the purposes of determining penalties pursuant to this article, the 12 month calculation shall refer to the date of violations.
- (d) There is a rebuttable presumption that the registered owner of any vehicle in violation of this article is the responsible party upon whom to serve the notice of violation and to receive any fines or penalties associated therewith.
- (e) In the event of a leased vehicle:
 - 1) Upon notice of a violation, if the owner notifies the city court clerk of the name and address of the lessee of the vehicle on the date the violation occurred, then the owner of any leased vehicle shall not be liable for violation of this article while such vehicle is leased to another and such leased vehicle was not in the owner's possession or control at the time of the violation.
 - 2) If the owner so notifies the city court clerk, then the owner shall be excused from appearing on court for the violation.
 - 3) If the owner fails to submit the notice within 5 business days prior to the court date, then the court may find the owner of the vehicle liable for the violation.

Sec. 13-61 - Enforcement

- (a) Jurisdiction for enforcement of this article shall lie in the city municipal court.
- (b) The police department or the city is authorized to issue a warning, citation, or other penalties allowed by law for violations of this article. Other such penalties may include, but are not limited to: suspension of vehicle registration and towing of vehicle.
- (c) If a vehicle is towed, then the vehicle owner shall be responsible for any costs related to the vehicle's towing in addition to any fines or other penalties levied for the violation.
- (d) Nothing in this section limits or prevents the police department or the city from utilizing its discretion in whether to issue a warning, a citation, or other penalty pursuant to this article.
- (e) The police department or the city is authorized to immediately tow or otherwise move a vehicle, without regard to prior violations, regardless of whether the vehicle is in violation of this article, upon a determination that such vehicle poses an immediate and unavoidable risk of danger to those using the roadway where the stopped, standing, or parked vehicle does unduly interfere with the free movement of traffic thereon.

Sec. 13-62 – Penalties

- (a) Violation of Sec. 13-52 and 13-53 may incur the following penalties:
 - 1) Upon first and second violation within a 12 month period – a fine not to exceed \$100.
 - 2) Upon third and subsequent violations within a 12 month period – a fine not to exceed \$500, towing of vehicle, and suspension of vehicle registration.
- (b) Violation of Sec. 13-54 and 13-55 may incur the following penalties:
 - 1) Upon first violation within a 12 month period – a fine not to exceed \$100.
 - 2) Upon second and subsequent violations within a 12 month period – a fine not to exceed \$500, towing of vehicle, and suspension of vehicle registration.

Sec. 13-63 – 13-69 – Reserved.

Sec. 13-70 – Odd-Even Roadways, Listing

- (a) The roadways applicable to Sec. 13-54 are as follows:
 - 1) All highways, roads, and streets in residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas, unless otherwise noted in this article.

Sec. 13-71 – Residential Thoroughfares, Listing

- (a) The residential thoroughfares applicable to Sec. 13-55 are as follows:
 - 1) Lakeside Boulevard;
 - 2) Parkside Boulevard;
 - 3) Magnolia Boulevard;
 - 4) Bonnybridge Road;
 - 5) South Coastal Highway, south of Bonnybridge Road and north of Grange Road; and
 - 6) Crossgate Road, east of Jimmy Deloach Parkway and west of Ray Street.

Sec. 13-72 – 13-79 – Reserved.

<<>>

- V. The Police Department and the City is directed to work with the citizens during implementation and enforcement of this residential street parking ordinance. The Mayor and Council understand there will be a learning curve, and direct the Police Department and the City to highlight education and ramp up enforcement, while maintaining safety and the free movement of traffic upon the city's roadways.
- VI. All laws and parts of laws in conflict with this Act are hereby repealed.
- VII. This Ordinance shall become effective upon its passage and adoption.

SO ORDAINED this the _____ day of _____, 2023.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, City Clerk

First reading: _____ (date)

Second reading: _____ (date)

Attachment: PW - Ord - Residential Street Parking (2908 : Street Parking Ordinance)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

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

AGENDA ITEM (ID # 2904)

DOC ID: 2904

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

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

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

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

Funding: N/A

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

ATTACHMENTS:

- ZMA Hester Farms 440 Meinhard 2023 - Application (PDF)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Steven M Janet N Hester Phone # 912.655.25 3Mailing Address: 440 Meinhard Road PW, GA 31407Property Owner: Steven M, Janet N Hester Phone # 912655914

Use back if more than one owner

Owner Address: 440 Meinhard Road, PW, GA 31407PIN #('s): 70978 05016 # of Acres 12.27

Zoning Classification: Present RA Requested C2
 Use of Property: Present Residential Requested General Commercial
X If the requested change is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

_____ 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?)

Attach the following documents:

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

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

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

Sworn to and subscribed before me this

15 day of September, 2023.

Notary Public



Signature of Applicant

Steven M Hester
Janet N. Hester

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

N A

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

Sworn to and subscribed before me this
_____ day of _____, 20____.

Signature of Applicant

Notary Public

Attachment: ZMA Hester Farms 440 Meinhard 2023 - Application (2904 : ZMA 70978 05016 440 Meinhard Rd NOV 2023 1st Reading)

DISCLOSURE OF FINANCIAL INTERESTS

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

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

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

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

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

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

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

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

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

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

Sworn to and subscribed before me this
_____ day of _____, 20____.

Signature of Official

Notary Public

Exhibit “ ”

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

Steve & Janet Hester
 440 Meinhard Rd
 70978 05016

Buyer Initials _____/_____

Seller Initials _____/_____

Attachment: ZMA Hester Farms 440 Meinhard 2023 - Application (2904 : ZMA 70978 05016 440 Meinhard Rd NOV 2023 1st Reading)

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

Participant ID(s): 1663542869,
 0848497841

BK 2013 PG 551 - 565

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

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

B201961R

LOAN #: 2011543

[Space Above This Line For Recording Data]

SECURITY DEED

MIN: 1011981-0000011545-7

MERS PHONE #: 1-888-679-6377

DEFINITIONS

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

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

Borrower is the grantor under this Security Instrument.

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

(D) "Lender" is **Southern First Bank**.

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

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

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

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



Attachment: ZMA Hester Farms 440 Meinhard 2023 - Application (2904 : ZMA 70978 05016 440 Meinhard Rd NOV 2023 1st Reading)

LOAN #: 2011543

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

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

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

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

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider | |
| <input checked="" type="checkbox"/> Other(s) [specify] | | |

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

of **Chatham**

[Name of Recording Jurisdiction]:

See attached Exhibit "A"

[Type of Recording Jurisdiction]



LOAN #: 2011543

which currently has the address of **440 Meinhard Rd, Port Wentworth,**

[Street] [City]

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

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

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

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



LOAN #: 2011543

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

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

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

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

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

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

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

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

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



LOAN #: 2011543

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

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

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

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

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

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

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

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

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



LOAN #: 2011543

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

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

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

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

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

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

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

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

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

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



LOAN #: 2011543

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

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

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

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

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

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

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

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

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

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

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



LOAN #: 2011543

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

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

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

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

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

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

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

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

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

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



LOAN #: 2011543

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

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

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

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

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

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

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

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



LOAN #: 2011543

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

STEVEN HESTER 7-27-2020 (Seal)
DATE

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

Unofficial Witness

Notary Public,
Fulton County, GA



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



EXHIBIT A

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

Legal Description

B201961R

Attachment: ZMA Hester Farms 440 Meinhard 2023 - Application (2904 : ZMA 70978 05016 440 Meinhard Rd NOV 2023 1st Reading)

Steve Hester

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

List of Property Owners within 300 ft

Property Owner 1:

City of Port Wentworth
468 Monteith Road
Port Wentworth, GA 31407
PIN 70978 05002
Mailing Address :
7224 Georgia Highway 21

Property Owner 2:

Virgil Hester
PIN 70978 07005
435 Monteith Rd
Port Wentworth, GA 31407

Mailing Address :
13 Pine Island Rd
Bluffton, SC 29910

Property Owner 3:

Robert L Hester

420 Meinhard Road

Port Wentworth, GA 31407

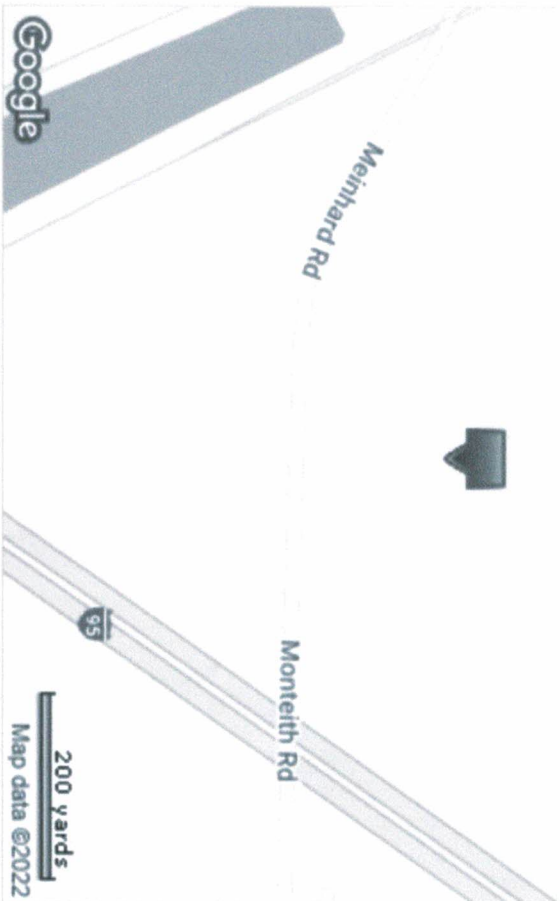
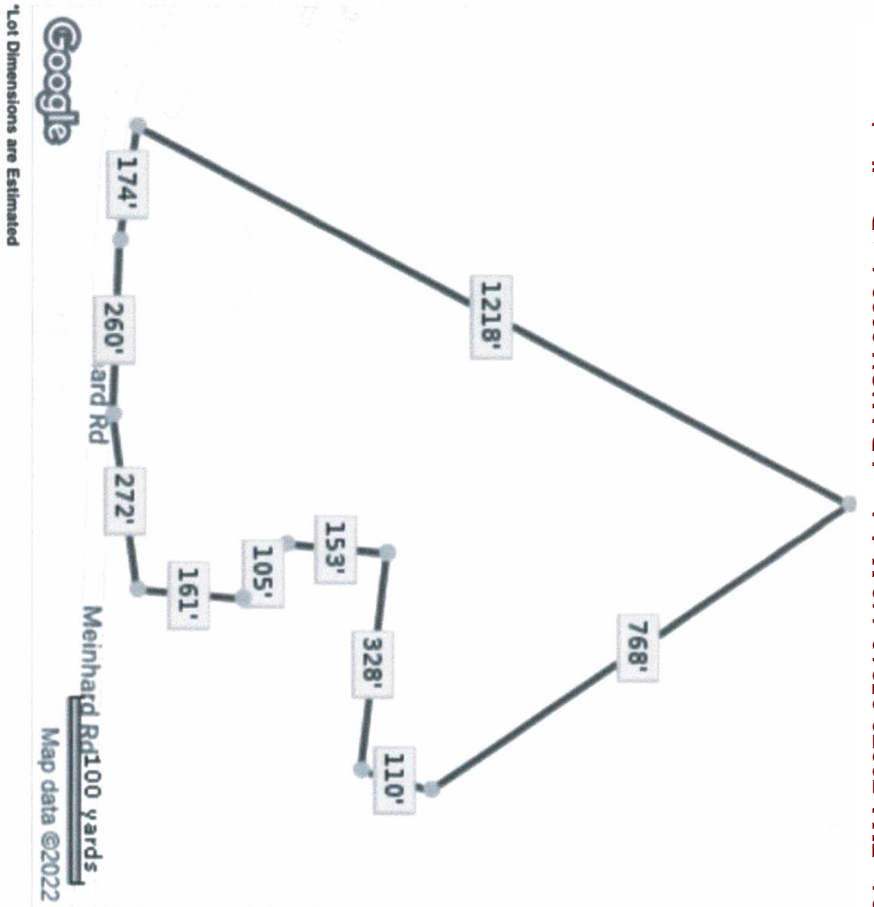
PIN 70978 05017

Mailing Address :

P.O. Box 4

Bluffton, SC 29910

Attachment: ZMA Hester Farms 440 Meinhard 2023 - Application (2904 : ZMA 70978 05016 440 Meinhard Rd NOV 2023 1st Reading)



Steve & Janet Hester
440 Meinhard Rd
70978 05016



230250

14.C.a

CITY OF PORT WENTWORTH
(912) 964-4379

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

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

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

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM

Attachment: ZMA Hester Farms 440 Meinhard 2023 - Application (2904 : ZMA 70978 05016 440 Meinhard Rd NOV 2023 1st Reading)