



CITY OF PORT WENTWORTH

PLANNING COMMISSION

JUNE 13, 2022

Council Meeting Room

Regular Meeting

6:30 PM

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

1. CALL MEETING TO ORDER

2. PRAYER AND PLEDGE OF ALLEGIANCE

3. ROLL CALL - SECRETARY

4. APPROVAL OF AGENDA

5. ADOPTION OF MINUTES

A. Planning Commission - Regular Meeting - May 9, 2022 6:30 PM

6. ZONING MAP AMENDMENTS (REZONING)

A. Zoning Map Amendment Application submitted by The Dewitt-Tilton Group on behalf of ANJPK Property, LLC for PIN #'s 7-0978-02-004 & 7-0978-02-007 (906 Meinhard Road) to Rezone from R-A (Residential Agriculture) to P-C-2 (Planned Community Business) Zoning District for the purpose of a Gas Station / Convenience Store and Retail Store

- Public Hearing
- Action

7. ZONING TEXT AMENDMENTS (ORDINANCES)

8. SITE PLAN/SUBDIVISION APPROVAL

A. Site Plan Review Application submitted by Katy Parker for PIN # 7-0906-03-019 (302 Rice Hope Plantation Rd) for a General Development Site Plan to allow a Residential Substance Use Recovery Facility in a R-A (Residential Agriculture) Zoning District

- Public Hearing
- Action

B. Site Plan Review Application submitted by Claret Communities, LLC., of behalf of Simz Investment Company, LLC., for PIN # 7-0976-02-027 (Highway 30) for a General Development Site Plan to allow a multi-family development (Noble Vines Phase II) in a P-RIP (Planned Residential Institutional) Zoning District

- Public Hearing
- Action

9. NEW BUSINESS

10. ADJOURNMENT



CITY OF PORT WENTWORTH

PLANNING COMMISSION

MAY 9, 2022

Council Meeting Room

Regular Meeting

6:30 PM

7224 GA HIGHWAY 21
PORT WENTWORTH, GA 31407

1. CALL MEETING TO ORDER

Vice-Chairman Lauree Morris called the meeting to order.

2. PRAYER AND PLEDGE OF ALLEGIANCE

Commissioner Franklin led the Prayer and Pledge of Allegiance.

3. ROLL CALL - SECRETARY

Attendee Name	Title	Status	Arrived
Bill Herrin	Planning Commissioner	Present	
Rosetta Franklin	Planning Commissioner	Present	
Wanda Rollf	Planning Commissioner	Absent	
Lauree Morris	Planning Commissioner	Present	
CJ Neesmith	Planning Commissioner	Absent	
Janet Hester	Planning Commissioner	Present	
Brian Harvey	Director of Development Services	Present	
Melanie Ellis	Building Inspector	Present	

4. APPROVAL OF AGENDA

- Approval of Agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rosetta Franklin, Planning Commissioner
SECONDER: Janet Hester, Planning Commissioner
AYES: Herrin, Franklin, Morris, Hester
ABSENT: Rollf, Neesmith

5. ADOPTION OF MINUTES

- Planning Commission - Regular Meeting - Apr 11, 2022 6:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Janet Hester, Planning Commissioner
SECONDER: Bill Herrin, Planning Commissioner
AYES: Herrin, Franklin, Morris, Hester
ABSENT: Rollf, Neesmith

6. ZONING MAP AMENDMENTS (REZONING)

7. ZONING TEXT AMENDMENTS (ORDINANCES)

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (ADOPTION OF MINUTES)

8. SITE PLAN/SUBDIVISION APPROVAL

- A. Site Plan Review Application submitted by Kim Thomas, Dewitt Tilton Group on behalf of Brian Orr for PIN # 7-0906-02-002 (8191 Old Highway 21) for a Specific Development Site Plan to allow a Truck Shop in a P-C-2 (Planned Community Business) Zoning District

The applicant, Kim Thomas, was present. Jay Maupin, Maupin Engineering was also present on behalf of the applicant. Mr. Maupin gave an brief overview of the project and offered to answer any questions the commission may have. Janet Hester asked if the hydrology report was submitted and that she had some stormwater concerns. Mr. Maupin responded that the report was submitted with site plan application and that part of the development plan they are showing to clear out the existing ditches and downstream drainage ditches. Lauree Morris asked why there would be no trees planted along highway 21. Mr. Maupin responded that they were going to screen for the residential properties. There were no public comments. Vice-chairman Morris made a motion to approve the application with the condition that all engineer comments be resolved. Commissioner Herrin seconded the motion with conditions. The vote was unanimous.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lauree Morris, Planning Commissioner
SECONDER:	Bill Herrin, Planning Commissioner
AYES:	Herrin, Franklin, Morris, Hester
ABSENT:	Rollf, Neesmith

- B. Site Plan Review Application submitted by Allen Engineering Services, LLC., on behalf of Shane Malek, Next Chapter Neighborhoods for PIN # 7-0906-04-064 (Old Highway 21) for a Specific Development Site Plan to allow a Single-Family Home For Rent Development (Jasper Village Phase II) in a M-P-O (Master Plan Overlay) Zoning District

The owner, Shane Malek, was present and gave a brief presentation of the projects and offered to answer any questions the commission may have. Rosetta Franklin asked if the homes are available for purchase. Mr. Malek responded that they are for rent only. Janet Hester asked questions regarding if these would be "Airbnb rentals". Mr. Malek stated that lease agreement does not allow the unit to be used as a "Airbnb". Lauree Morris asked what the rent is for these units. Mr. Malek stated that the rent is at a premium rate. There were no public comments. Commissioner Hester made a motion to deny the application. Commissioner Fanklin seconded the motion. Commissioners Hester and Franklin voted Yes. Commissioners Herrin and Morris voted No. The vote was a tie. After several minutes of discussion, Commissioner Herrin made a motion to approve the application with the condition that all engineer comments be addressed. Commissioner Franklin seconded the motion with conditions. Commissioners Herrin, Franklin and Morris voted Yes. Commissioner Hester voted no. The motion to approve with conditions passed 3-1.

RESULT:	APPROVED [3 TO 1]
MOVER:	Bill Herrin, Planning Commissioner
SECONDER:	Rosetta Franklin, Planning Commissioner
AYES:	Herrin, Franklin, Morris
NAYS:	Hester
ABSENT:	Rollf, Neesmith

- C. Site Plan Review Application submitted by Felipe Toledo, P.E., Thomas & Hutton of behalf of LRE Crossgate North, LLC., for PIN # 7-0035-01-007 (Northeast corner of Crossgate Rd & Jimmy Deloach Parkway) for a Specific Development Site Plan to allow a warehouse development (NFI Crossgate Industrial Park) in a P-I-1 (Planned Industrial) Zoning District

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (ADOPTION OF MINUTES)

The applicant was not present. There were no public comments. Commissioner Herrin made a motion that this application be tabled. Commissioner Franklin seconded the motion. The vote was unanimous.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Herrin, Planning Commissioner
SECONDER: Rosetta Franklin, Planning Commissioner
AYES: Herrin, Franklin, Morris, Hester
ABSENT: Rollf, Neesmith

- D. Site Plan Review Application submitted by Chad Zittrouer, Kern & Co., LLC., on behalf of CH Realty IV - Sansone, I, LLC., for PIN # 7-0977-01-028 (Hendley Road) for a Specific Development Site Plan to allow a Warehouse / Distribution Center (Legacy Park Building 2) in a P-I-2 (Planned Industrial) Zoning District

The applicant, Chad Zittrouer, was present. Mr. Zittrouer gave a brief presentation and offered to answer any questions the commission may have. Janet Hester asked several questions regarding the road closure and stormwater concerns. Lauree Morris asked if on the original rezoning application was all of the proposed development shown. Mr. Zittrouer responded that yes there was and excess of a million square feet of warehouse proposed. Lauree Morris asked questions regarding wetlands and any impacts to them. Mr. Zittrouer stated that they have the wetland permit and that the credits for any impacts have been paid for.

Public Hearing:

- Robin Shubert, 230 Monteith Road - spoke against the application
- Mable Thomas, 208 Monteith Road - spoke against the application

Commissioner Herin made a motion that the application be tabled. Commissioner Hester seconded the motion. The vote was unanimous.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Herrin, Planning Commissioner
SECONDER: Janet Hester, Planning Commissioner
AYES: Herrin, Franklin, Morris, Hester
ABSENT: Rollf, Neesmith

- E. Site Plan Review Application submitted by Chad Zittrouer, Kern & Co., LLC., on behalf of CH Realty IV - Sansone, I, LLC., for PIN # 7-0977-01-027 (Hendley Road) for a Specific Development Site Plan to allow a Warehouse / Distribution Center (Legacy Park Building 3) in a P-I-2 (Planned Industrial) Zoning District

The applicant, Chad Zittrouer, was present. Mr. Zittrouer gave a brief presentation and offered to answer any questions the commission may have. There were no public comments. Vice-Chairman Morris made a motion that the application be tabled until the concerns of the road closure was agreed upon. Commissioner Franklin seconded the motion. The vote was unanimous.

RESULT: APPROVED [UNANIMOUS]
MOVER: Lauree Morris, Planning Commissioner
SECONDER: Rosetta Franklin, Planning Commissioner
AYES: Herrin, Franklin, Morris, Hester
ABSENT: Rollf, Neesmith

9. NEW BUSINESS

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (ADOPTION OF MINUTES)

10. ADJOURNMENT

A. Adjournment

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lauree Morris, Planning Commissioner
AYES:	Herrin, Franklin, Morris, Hester
ABSENT:	Rollf, Neesmith

Chairman

The foregoing minutes are true and correct and approved by me on this _____ day of _____, 2022.

Secretary

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (ADOPTION OF MINUTES)



Planning Commission
305 South Coastal Highway
Port Wentworth, GA 31407

SUBMITTED

Meeting: 06/13/22 06:30 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2670)

DOC ID: 2670

Zoning Map Amendment Application submitted by The Dewitt-Tilton Group on behalf of ANJPK Property, LLC for PIN #'s 7-0978-02-004 & 7-0978-02-007 (906 Meinhard Road) to Rezone from R-A (Residential Agriculture) to P-C-2 (Planned Community Business) Zoning District for the purpose of a Gas Station / Convenience Store and Retail Store

Issue/Item: Zoning Map Amendment Application submitted by The Dewitt-Tilton Group on behalf of ANJPK Property, LLC for PIN #'s 7-0978-02-004 & 7-0978-02-007 (906 Meinhard Road) to Rezone from R-A (Residential Agriculture) to P-C-2 (Planned Community Business) Zoning District for the purpose of a Gas Station / Convenience Store and Retail Store

Background: The subject property is currently being used as a residential home. There are several buildings or structures on the subject property.

Facts and Findings: The total amount of property to be rezoned is 1.5 acres. The applicant is requesting to rezone the property to P-C-2 (Planned Community Business) to develop a Gas Station / Convenience Store and Retail Store. The concept layout of the proposed plan includes a 2,500 square foot Convenience Store with 6 fuel pumps, and a 5,525 square foot Retail Store. The access for the development will be off of Meinhard Road. The project will also include associated drainage, and water and sewer utilities.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, June 13, 2022 at 6:30 PM.

ATTACHMENTS:

- ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Application (PDF)
- ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Timeline (DOCX)
- ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Plat (PDF)
- ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Site Plan (PDF)

220248

6.A.a

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: The Dewitt-Tilton GroupPhone # 912-777-3404Mailing Address: 119 Canal St. Suite 106 Pooler, GA 31322Property Owner: ANJPK Property LLCPhone # 813-429-0224

Use back if more than one owner

Owner Address: 906 Meinhard RoadPIN #(s): 70978-02004 & 70978-02007# of Acres 1.5Zoning Classification: Present R-ARequested PC-2 (P-C-2)Use of Property: Present VacantRequested Commercial

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

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

Currently vacant - commercial zoning needed

Attach the following documents:

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

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

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

Sworn to and subscribed before me this

13 day of April, 2022.

Baligh S. Kelly
Signature of Applicant

Notary Public

Victoria M. Cochran
exp 11.7.2025

DISCLOSURE OF FINANCIAL INTERESTS

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

Reference: Application filed on April 21, 2022, to rezone real property described as follows:

N/A

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

N/A

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

N/A

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

N/A

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

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

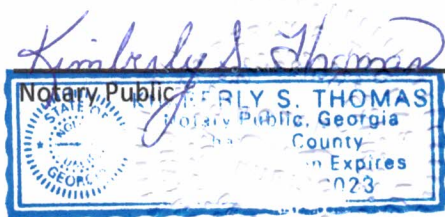
Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

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

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

Sworn to and subscribed before me this
21 day of April, 2022.

Baligh S. Kelly
Signature of Official



AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

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

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

Name of Applicant: The Dewitt-Tilton Group

Address: 119 Canal St. Suite 106 Pooler, GA 31322

Telephone Number: 912-777-3404

A.N. Patel

Signature of Owner

Personally appeared before me

Atulkumar Patel

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

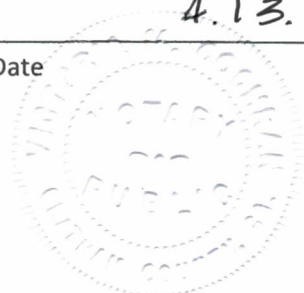
[Signature]

Notary Public

Victoria M. Cochran exp 11.7.2025

4.13.22

Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Reference: Application filed on April 21, 20 22, to rezone real property described as follows:

N/A

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

N/A

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

Sworn to and subscribed before me this

13 day of April, 2022

Balraj S. Kelly
Signature of Applicant

Notary Public

Victoria M. Cochran
exp 11.7.2025

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00353516 5/05/2022 3:15 PM
OPER: ME TERM: 011
REF#: CK 1063

TRAN: 112.0000 BLDG PERMIT
220248 481.00CR
ANJPK PROPERTY, LLC
906 MEINHARD ROAD
DEV-ZMA 481.00CR

TENDERED: 481.00 CHECK
APPLIED: 481.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM

RE-ZONING APPLICATION

To: City of Port Wentworth

Date: April 21, 2022

From: Kim Thomas
The Dewitt-Tilton Group

Project Name & Location:

906 Meinhard Road
Port Wentworth, GA

Property Owner:

- ANJPK PROPERTY LLC

PIN Number(s):

- 70978 02004

Address(es):

- 906 Meinhard Road

Nearby Adjoining Properties:

1. Angela B & James L Lingle Jr
70978 02009
916 Monteith Road Port Wentworth, GA 31407 (Property & Mailing)
2. Charles Waring Beatty Jr
70978 02008
912 Meinhard Road Port Wentworth, GA 31407 (Property & Mailing)
3. Bennett Talmadge L Jr. & Tina L
70978 02007
Monteith Road (Property)
906 Meinhard Road Port Wentworth, GA 31407 (Mailing)
4. ANJPK Property LLC
70978 02007
Monteith Road (Property)
133 Grimsby Road Port Wentworth, GA 31407 (Mailing)
5. Hydraubear Inc
70978 03001
Monteith Road (Property)
59 Amanda Dr. Savannah, GA 31406 (Mailing)
6. Lake Shore Homeowners Association
70978B12001
Fox Glen Court (Property)
6 Laurel Lane Port Wentworth, GA 31407 (Mailing)

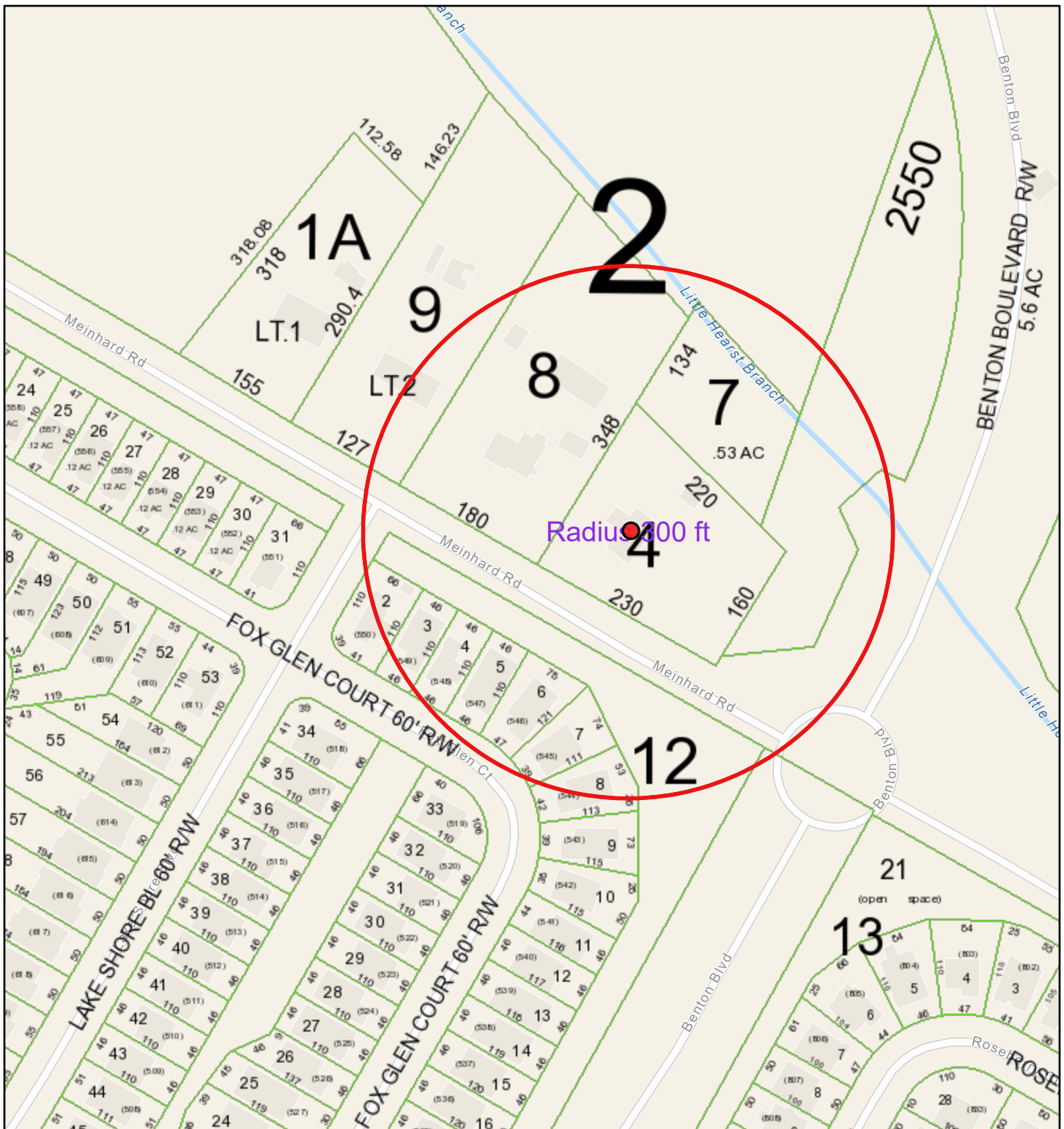
** 119 Canal St. Suite 106 * Pooler, GA 31322 ** (P) 912-777-3404 ** www.DewittTiltonGroup.com **

Price is in effect at time of order and subject to change due to the ever-changing market and availability.

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RE-ZONING APPLICATION

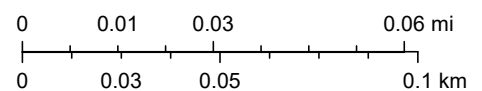
7. Freddie Lecount
70978B12008
173 Fox Glen Court Port Wentworth, GA 31407 (Property & Mailing)
8. AH4R Properties LLC
70978B12007
171 Fox Glen Court Port Wentworth, GA 31407 (Property)
23975 Park Sorrento Suite 300 Calabasas, CA 91302 (Mailing)
9. Cassandra Floyd
70978B12006
169 Fox Glen Court Port Wentworth, GA 31407 (Property & Mailing)
10. Mary Clairmont
70978B12005
167 Fox Glen Court Port Wentworth, GA 31407 (Property & Mailing)
11. Shantal M. Sams
70978B12004
165 Fox Glen Court Port Wentworth, GA 31407 (Property & Mailing)
12. Tracy Kessler
70978B12003
163 Fox Glen Court Port Wentworth, GA 31407 (Property & Mailing)
Lauretta Pierce
167 Fox Glen Court Port Wentworth, GA 31407 (Mailing)
13. Jack Imler III
70978B12002
161 Fox Glen Court Port Wentworth, GA 31407 (Property & Mailing)



4/12/2022, 12:06:00 PM

1:2,257

- Override 1
- Property Boundaries (Parcels)



SAGIS

Attachment: ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Application (2670 : ZMA 7-0978-02-004, 7-0978-02-007 906



Jeff@rtzlaw.com
617 Stephenson Ave, Ste 202
Savannah, GA 31405
phone 912.353.9300 fax 912.353.7595

Anitaben & Atulkumar Patel
ANJPK Property, LLC
133 Grimsby Road
Savannah, GA 31407

RE: Purchase of 906 Meinhard Road, Port Wentworth, GA 31407 and
0 Montieth Road, Port Wentworth, GA 31407
File No. 211253

Dear Anitaben and Atulkumar:

Enclosed please find the original Deed and Owner's Policy of Title Insurance for the property referenced above.

In addition to commercial real estate transactions, we also assist individuals with drafting wills, preparing estate plans, purchasing and protecting investment property, leases, contracts, business formations, asset protection and related services. We suggest individuals review and update wills after experiencing significant events (such as marriage, divorce, birth of a child, receipt of an inheritance, relocation to Georgia, change in wealth, or retirement). Our firm also provides residential real estate and general business law services.

It has been our pleasure to work with you on this transaction. Please contact us again for any future legal services you may need.

Best Regards,

A handwritten signature in blue ink, appearing to read 'JR', is written over the typed name of Jeffrey W. Rubnitz.

Jeffrey W. Rubnitz
Enclosures (Deed and Title Policy)



Return To:
 Jeffrey W. Rubnitz
 Rubnitz Thompson Ziblut, LLC
 617 Stephenson Avenue Suite 202
 Savannah, GA 31405
 File 211253

Type: WD
 Kind: WARRANTY DEED
 Recorded: 7/19/2021 8:02:00 AM
 Fee Amt: \$325.00 Page 1 of 3
 Transfer Tax: \$300.00
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court

Participant ID(s): 1205083031,
 7067927936

BK 2453 PG 603 - 605

STATE OF GEORGIA

COUNTY OF CHATHAM

LIMITED WARRANTY DEED

THIS INDENTURE is made this 13th day of July, 2021, by and between TALMADGE L. BENNETT, JR. AND TINA L. BENNETT, ("Grantor") and ANJPK PROPERTY LLC ("Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and/or assigns where the context requires or permits),

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, the following described Property (the "Property") to wit:

All that lot or parcel of land situate and being in Chatham County, Georgia, near Meinhard Station containing Four Tenths (0.4) acres and being more particularly described as follows: Commencing at a point at the center line of the Savannah and Atlanta Railway right of way, where said right of way intersects with the North side of Route 30 in Chatham County, Georgia and running thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a distance of Two Thousand Five Hundred Thirty-five (2,535) feet to a point on the North side of Route 30, said point being the point of beginning; thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a distance of One Hundred Five (105) feet to a stake; thence North Thirty-two degrees Thirty minutes East (N 32° 30' E) a distance of One Hundred Seventy-eight and Six Tenths (178.6) feet to a stake; thence South Forty-four degrees Twenty-six minutes East (S 44° 26' E) a distance of One Hundred Seven and Eight Tenths (107.8) feet; thence South Thirty-two degrees Thirty minutes West (S 32° 30' W) a distance of One Hundred Fifty-one and Three Tenths (151.3) feet to the point of beginning and being bounded on the North by lands of Kellar Oliver; on the East by the remaining property of Gladys Mason, on the South by Route 30 and on the West by the lands of Laura Lee Wells, all of which will more fully appear by reference to a map or plat surveyed for J. F. Wells, by Robert D. Gignilliat, Jr., Chatham County Surveyor, on January 29, 1968.

AND, ALSO;

All that lot, tract or parcel of land situate and being in Chatham County, Georgia, near Meinhard Station containing Six Tenths (0.6) acres and being a portion of

the lands of Gladys Mason and being more particularly described as follows: Commencing at a point at the center of the Savannah and Atlanta Railway right-of-way, where said right-of-way intersects with the North side of Route 30 in Chatham County, Georgia, and running thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a distance of Two Thousand Six Hundred Forty (2,640) feet to a point on the North side of Route 30, said point being the point of beginning; thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a distance of One Hundred Thirty (130) feet to a stake; thence North Thirty-three degrees Twenty-five minutes East (N 33° 25' E) a distance of Two Hundred Eleven (211) feet to an iron pipe; thence South Forty-four degrees Twenty-six minutes East (S 44° 26' E) a distance of One Hundred Thirty (130) feet to a stake; thence South Thirty-two degrees Thirty minutes West (S 32° 30' W) a distance of One Hundred Seventy-eight and Six Tenths (178.6) feet to the point of beginning and being bounded on the North by the lands of Kellar Oliver, on the East by the remaining property of Gladys Mason, on the South by Route 30, and on the West by the lands of J. S. McGrath; all of which will more fully appear by reference to a map or plat surveyed for Laura Lee Wells by Robert D. Gignilliat, Jr. Chatham County Surveyor, on December 9, 1965.

AND, ALSO;

All that certain lot, tract or parcel of land situate, lying and being in the Town of Port Wentworth, 8th G.M. District, Chatham County, Georgia, containing 0.53 of an acre, more or less, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, Surveyor, dated February 15, 1994, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Record Book 13-P, Page 22 (n/k/a Plat Record Book 13-P, Page 22A), which is incorporated into this description by specific reference thereto.

Said property having addresses of 906 Meinhard Road and 0 Montith Road, Port Wentworth, GA 31407, and property tax numbers of 7-0978-02-004 and 7-0978-02-007.

This being the same property conveyed to Talmadge L. Bennett, Jr. and Tina L. Bennett by Executrix's Deed from Diane Wexel, Individually and as Executrix under the Last Will and Testament of James F. Wells, dated September 11, 2002, and recorded in Deed Book 240-D, Page 486, Chatham County records.

Subject, however, to all valid restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the Property together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee, forever in Fee Simple.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed, or has caused its duly authorized representative to execute, this Limited Warranty Deed under seal, and deliver this Limited Warranty Deed, all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

[notarial seal]



Talmadge L. Bennett, Jr.

Tina L. Bennett

(seal)

Rubnitz Thompson Ziblut, LLC
Attorneys at Law
617 Stephenson Avenue, Suite 202
Savannah, GA 31405
Phone (912) 353-9300
Facsimile (912) 353-7595

ORIGINAL
TITLE POLICY
ATTACHED



Policy No.: 137097-1-211253-2021.2730610-224675025

OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or

2730610 ALTA Owners Policy 06/17/06 w-GA Mod_306

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FIDELITY NATIONAL TITLE INS. CO.

SCHEDULE A

Policy No.: 2730610-224675025
 File No.: 211253
 Address Reference: 906 Meinhard Road, Port Wentworth, GA 31407
 Chatham County, State of GEORGIA

Amount of Insurance: \$300,000.00
 Premium: \$1,165.00

Date of Policy: July 19, 2021 at 08:02 AM

1. Name of Insured:

ANJPK PROPERTY LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

ANJPK PROPERTY LLC by virtue of Limited Warranty Deed from Talmadge L. Bennett, Jr. and Tina L. Bennett dated July 13, 2021, and recorded on July 19, 2021 at 08:02 AM, in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Deed Book 2453, Page 603.

4. The Land referred to in this policy is described as follows:

All that lot or parcel of land situate and being in Chatham County, Georgia, near Meinhard Station containing Four Tenths (0.4) acres and being more particularly described as follows: Commencing at a point at the center line of the Savannah and Atlanta Railway right of way, where said right of way intersects with the North side of Route 30 in Chatham County, Georgia and running thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a distance of Two Thousand Five Hundred Thirty-five (2,535) feet to a point on the North side of Route 30, said point being the point of beginning; thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a distance of One Hundred Five (105) feet to a stake; thence North Thirty-two degrees Thirty minutes East (N 32° 30' E) a distance of One Hundred Seventy-eight and Six Tenths (178.6) feet to a stake; thence South Forty-four degrees Twenty-six minutes East (S 44° 26' E) a distance of One Hundred Seven and Eight Tenths (107.8) feet; thence South Thirty-two degrees Thirty minutes West (S 32° 30' W) a distance of One Hundred Fifty-one and Three Tenths (151.3) feet to the point of beginning and being bounded on the North by lands of Kellar Oliver; on the East by the remaining property of Gladys Mason, on the South by Route 30 and on the West by the lands of Laura Lee Wells, all of which will more fully appear by reference to a map or plat surveyed for J. F. Wells, by Robert D. Gignilliat, Jr., Chatham County Surveyor, on January 29, 1968.

AND, ALSO;

All that lot, tract or parcel of land situate and being in Chatham County, Georgia, near Meinhard Station containing Six Tenths (0.6) acres and being a portion of the lands of Gladys Mason and being more particularly described as follows: Commencing at a point at the center of the Savannah and Atlanta Railway right-of-way, where said right-of-way intersects with the North side of Route 30 in Chatham County, Georgia, and running thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

SCHEDULE A

(Continued)

distance of Two Thousand Six Hundred Forty (2,640) feet to a point on the North side of Route 30, said point being the point of beginning; thence North Fifty-eight degrees Forty-seven minutes West (N 58° 47' W) a distance of One Hundred Thirty (130) feet to a stake; thence North Thirty-three degrees Twenty-five minutes East (N 33° 25' E) a distance of Two Hundred Eleven (211) feet to an iron pipe; thence South Forty-four degrees Twenty-six minutes East (S 44° 26' E) a distance of One Hundred Thirty (130) feet to a stake; thence South Thirty-two degrees Thirty minutes West (S 32° 30' W) a distance of One Hundred Seventy-eight and Six Tenths (178.6) feet to the point of beginning and being bounded on the North by the lands of Kellar Oliver, on the East by the remaining property of Gladys Mason, on the South by Route 30, and on the West by the lands of J. S. McGrath; all of which will more fully appear by reference to a map or plat surveyed for Laura Lee Wells by Robert D. Gignilliat, Jr. Chatham County Surveyor, on December 9, 1965.

AND, ALSO;

All that certain lot, tract or parcel of land situate, lying and being in the Town of Port Wentworth, 8th G.M. District, Chatham County, Georgia, containing 0.53 of an acre, more or less, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, Surveyor, dated February 15, 1994, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Record Book 13-P, Page 22 (n/k/a Plat Record Book 13-P, Page 22A), which is incorporated into this description by specific reference thereto.

Said property having addresses of 906 Meinhard Road and 0 Montieth Road, Port Wentworth, GA 31407, and property tax numbers of 7-0978-02-004 and 7-0978-02-007.

This being the same property conveyed to Talmadge L. Bennett, Jr. and Tina L. Bennett by Executrix's Deed from Diane Wexel, Individually and as Executrix under the Last Will and Testament of James F. Wells, dated September 11, 2002, and recorded in Deed Book 240-D, Page 486, Chatham County records.

Subject, however, to all valid restrictive covenants, easements and rights-of-way of record.

Attachment: ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Application (2670 : ZMA 7-0978-02-004, 7-0978-02-007 906



FIDELITY NATIONAL TITLE INS. CO.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. All taxes for the year 2021 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Easements, or claims of easements, not shown by the Public Records.
6. All State, County and City taxes for the year of 2021 and subsequent years which are liens not yet due and payable, also, any additional taxes for the current year or any prior years as a result of any re-assessment or re-billing of taxes.
7. Matters that would be disclosed by a current and accurate survey and inspection of the subject property.
8. Such state of facts as are disclosed on plats recorded as follows in the Chatham County records: Plat Book 13-P, Page 22
9. All assessments, taxes and special assessments which are now a lien or payable or which may become due or payable, including, but not limited to water bills and sanitary bills.
10. Construction Easement to Chatham County recorded in Deed Book 1398, Page 522, Chatham County records.
11. Easement to Georgia Power Company recorded in Deed Book 1508, Page 378, Chatham County records.
12. Easements to Southern Natural Gas Company recorded in Deed Book 56-G, Page 473, Chatham County records; in Deed Book 56-S, Page 269, aforesaid records; and in Deed Book 92-I, Page 200, aforesaid records.
13. Condemnation Judgments recorded in Deed Book 105-B, Page 17, Chatham County records; and in Deed Book 105-B, Page 19, aforesaid records.
14. Easement to Savannah Electric and Power Company recorded in Deed Book 141-I, Page 205, Chatham County records.
15. No insurance afforded as to the exact amount of acreage contained in the property description herein.
16. Rights of parties in possession pursuant to unrecorded leases or agreements.

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

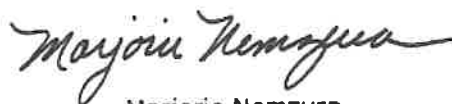
By: 
 Authorized Officer or Agent
 Rubnitz Thompson Ziblut, LLC, 617 Stephenson
 Rubnitz Thompson Ziblut, LLC
 617 Stephenson Ave Ste 202
 Savannah, GA 31405-5845
 Tel: 912-353-9300
 Fax: 912-353-7595

By:



Randy R. Quirk
 President

Attest:



Marjorie Nemzura
 Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

2730610 ALTA Owners Policy 06/17/06 w-GA Mod_306
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The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the

Title

Insured, (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS



(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.



- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. THIS SECTION INTENTIONALLY DELETED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY



In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023



4874

Project Timeline

Project Number: 220248

Project Name: 906 Meinhard Road / ZMA Application

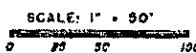
Applicant / Engineer: The Dewitt-Tilton Group, Kim Thomas

Owner: ANJPK Property, LLC

City Review Engineer: N/A

- 4/22/2022 – application received complete
-

Attachment: ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Timeline (2670 : ZMA 7-0978-02-004, 7-0978-02-007 906



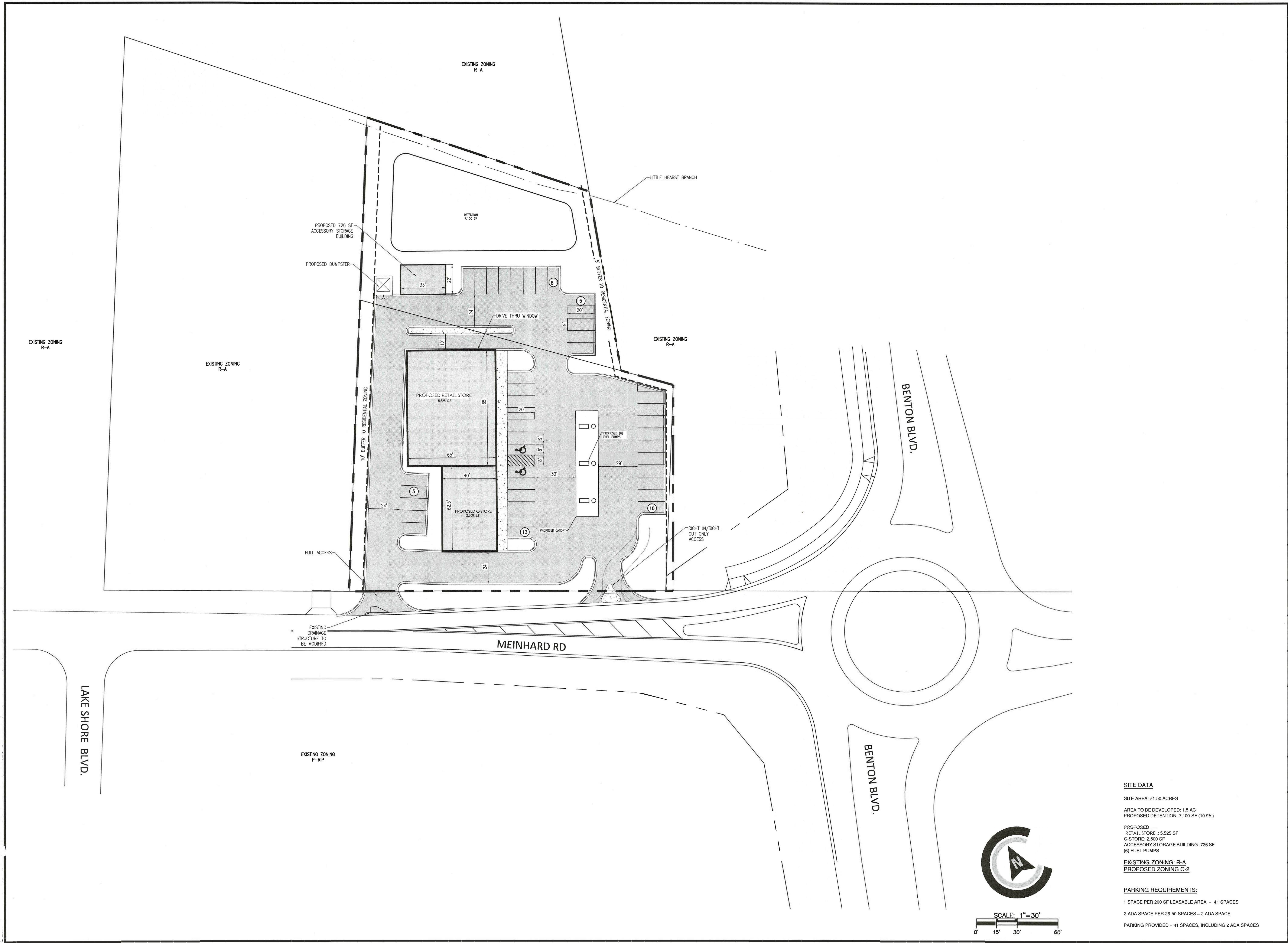
J. F. WELLS

13P-22

EQUIPT. LIETZ SDMSJ
FIELD ERROR CLOSURE - 1116,732
ANGULAR ERROR - 25" / POINT
PLAT ERROR CLOSURE - 11199,915
CLOSURE-COMPASS RULE







SITE DATA

SITE AREA: ±1.50 ACRES
AREA TO BE DEVELOPED: 1.5 AC
PROPOSED DETENTION: 7,100 SF (10.9%)
PROPOSED
RETAIL STORE : 5,525 SF
C-STORE: 2,500 SF
ACCESSORY STORAGE BUILDING: 726 SF
(6) FUEL PUMPS

EXISTING ZONING: R-A
PROPOSED ZONING C-2

PARKING REQUIREMENTS:

1 SPACE PER 200 SF LEASABLE AREA = 41 SPACES
2 ADA SPACE PER 26-50 SPACES = 2 ADA SPACE
PARKING PROVIDED = 41 SPACES, INCLUDING 2 ADA SPACES

NOT FOR CONSTRUCTION

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

REVISIONS:

CONCEPTUAL PLAN

PROPOSED RETAIL STORE AND C-STORE

LOCATED IN PORT WENTWORTH, GEORGIA

Attachment: ZMA 906 MEINHARD RD 7-0978-02-004, 007 RA TO PC2 JUNE 2022 - Site Plan (2670 : ZMA 7-0978-02-004, 7-0978-02-007 906 Meinhard Rd JUNE 2022)

JOB NUMBER:
DATE: 08/20/2021
DRAWN BY:
CHECKED BY: STAFF
SCALE: AS NOTED

CONCEPTUAL SITE PLAN

SHEET:

CP4.0



Planning Commission
305 South Coastal Highway
Port Wentworth, GA 31407

SUBMITTED

AGENDA ITEM (ID # 2675)

Meeting: 06/13/22 06:30 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

8.A

DOC ID: 2675

Site Plan Review Application submitted by Katy Parker for PIN # 7-0906-03-019 (302 Rice Hope Plantation Rd) for a General Development Site Plan to allow a Residential Substance Use Recovery Facility in a R-A (Residential Agriculture) Zoning District

Issue/Item: Site Plan Review Application submitted by Katy Parker for PIN # 7-0906-03-019 (302 Rice Hope Plantation Rd) for a General Development Site Plan to allow a Residential Substance Use Recovery Facility in a R-A (Residential Agriculture) Zoning District.

Background: The subject property is currently a existing residence. There are currently an existing home, barn and several accessory buildings on the subject property.

Facts and Findings: The applicant intends to use the property and existing buildings to house clients for substance abuse and mental health treatment.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, June 13, 2022 at 6:30 PM.

ATTACHMENTS:

- 302 RICE HOPE PLANTATION RD PARKER G-SITE PLAN JUNE 2022 - Application (PDF)
- 302 RICE HOPE PLANTATION RD PARKER G-SITE PLAN JUNE 2022 - Email from Dr. Parker (PDF)
- 302 RICE HOPE PLANTATION RD PARKER G-SITE PLAN JUNE 2022 - Timeline (DOCX)
- 302 RICE HOPE PLANTATION RD PARKER G-SITE PLAN JUNE 2022 - Site Plan (PDF)

220257

8.A.a

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

Site Plan Review Application

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

Site Plan Type (Check One): ☒ General / Concept ☐ Specific Development
 Site Plan Address: 302 Rice Hope Plantation Rd.
 PIN #(s): 70906 03019
 Zoning: RA Estimated Cost of Construction: \$ 0
 Type of Construction: N/A
 Project Name: _____

Applicant's Name: Katy Parker
 Mailing Address: 302 Rice Hope Plantation Rd.
Port Wentworth GA 31407
 Phone #: 925-948-5027 Email: dr.katyp@gmail.com

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

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

[Signature]
 Applicant's Signature

4/29/22
 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

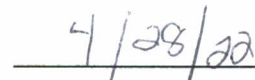
Documentation below is required for a complete submittal.

- ☒ Signed and Completed Application
- ☒ 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ 15 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☐ 2 copies of hydrology reports (if applicable)
- ☒ Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- ☒ 1 8 ½" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ PDF of entire submittal on a flash drive or download link ONLY (NO CD'S)
- ☐ Other Engineering details or reports may be required once submittal has been received
- ☒ Site plan review fee check
 - ☒ No Land Disturbance- \$206.00 Site Plan Fee + \$50.00 Admin Fee = Total \$256.00
 - ☐ With Land Disturbance - \$836.00 Site Plan Fee + \$50.00 Admin Fee = Total \$886.00

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

I have read and agree to the above additional fee statement


 Applicant's Signature


 Date

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00354086 5/10/2022 11:40 AM
OPER: ME TERM: 011
REF#: CK 359

TRAN: 112.0000 BLDG PERMIT
220257 256.00CR
PARKER, KATY
302 RICE HOPE ROAD
DEV-SPR 256.00CR

TENDERED: 256.00 CHECK
APPLIED: 256.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM

<u>Name</u>	<u>Address</u>	<u>PIN</u>
James and Sylvia Mazza	457 CYPRESS POINT RD SPRINGFIELD, GA, 31329	70906 03020
Paul Herrin	300 Rice Hope Plantation Rd Port Wentworth, GA 31407	70906 03010
Herbert Foster	8164 OLD HIGHWAY 21 Port Wentworth, GA 31407	70906 03018
Robbie Ruth Morgan	PO BOX 15535 SAVANNAH, GA, 31416	70906 03016
James Steele	8168 OLD HIGHWAY 21 Port Wentworth, GA 31407	70906 03025
Jason and Tiffany Todd	118 ARBOR VILLAGE RD POOLER, GA, 31322	70906 03027
Jimmy and Amelia Thompson	8024 OLD HWY 21 SAVANNAH, GA, 31407	70906 03014
Trent and Jeanine Thompson	8140 OLD HIWAY 21 Port Wentworth, GA 31407	70906 03026

From: [Katy Parker](#)
To: [Melanie Ellis](#)
Cc: [Glenn Parker](#)
Subject: Re: Update
Date: Thursday, May 19, 2022 4:37:00 PM

Hi Melanie,

Our project (name: Front Porch {social} club) is for a co-ed (clients 10 maximum, will remain with us during the duration of treatment- from 30-90 days), substance use primary and mental health (co-occurring) treatment program. It will be staffed 24/7 and clients will not have their own vehicles but will be transported solely by staff in a staff vehicle.

We do not want to disturb the residence, the land or the property in totality. We will utilize the residence as is as well as rescued animals as part of therapy (like the horses already on site). Staffing will generally consist of 2 counselors per shift: day 7-3, swing 3-11, overnight 11-7. Overnight staff are awake throughout the shift.

Clients are not allowed to leave the property without staff knowledge and acceptance for any reason, unless they are discharging the program completely.

The immersive program will consist of individual therapy, group therapy, AA/ 12 step based and alternative recovery models. We will provide all food and other essentials to clients during their time with us. Only clients accepted and admitted are allowed on site with the exception of staff.

We will also employ contracted employees to provide certain pieces of the program. For example: (these are a rough outline of what we anticipate but may change depending on the professionals we can locate to hire):

Chef
 Equine therapist
 Yoga instructor
 Meditation/ mindfulness
 Detox Acupuncture
 Trauma therapist
 First responder/ vet peer assistant
 Eco therapist/ gardening (we will have clients assist with a small garden where fruits, vegetables, lettuces, etc will be grown and used for meals)
 Medical/ Clinical Director

Contracted employees will only be on site for the days/times they are scheduled to provide their speciality.

Please let me know if you have any other questions.

Question for you, will our architect need to be at any of the planned meetings for this project? I assume so, so I just want to give him as much warning as possible so he can arrange his schedule accordingly.

Thanks so much.

Project Timeline

Project Number: 220257

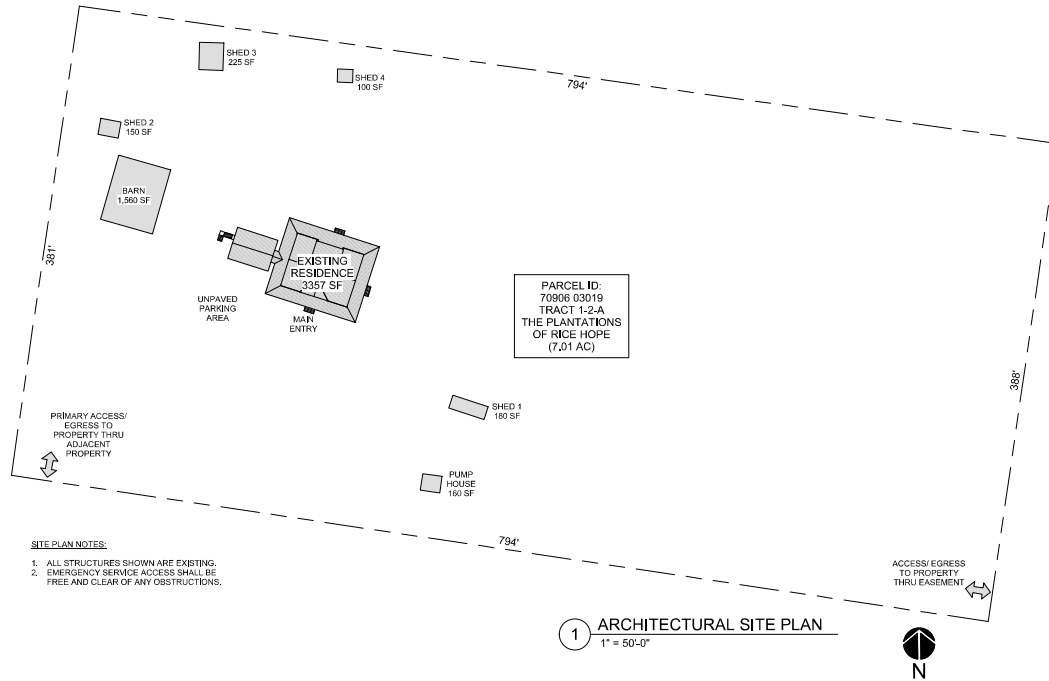
Project Name: 302 Rice Hope Plantation Rd – General Site Plan

Applicant: Katy Parker

Owner: Katy Parker

City Review Engineer: n/a

- 4/29/2022 – application received; complete



SITE PLAN NOTES:
1. ALL STRUCTURES SHOWN ARE EXISTING.
2. EMERGENCY SERVICE ACCESS SHALL BE FREE AND CLEAR OF ANY OBSTRUCTIONS.

1 ARCHITECTURAL SITE PLAN
1" = 50'-0"

PROJECT DATA

LOCATION: 302 RICE HOPE PLANTATION RD., PORT WENTWORTH, GA 31407

PARCEL ID: 70906 03019

LEGAL DESCRIPTION: TRACT 1-2-A THE PLANTATIONS OF RICE HOPE

LOT SIZE: 305,356 SF (7.01 AC)

EXISTING OCCUPANCY CLASSIFICATION: RESIDENTIAL GROUP R-3

PROPOSED OCCUPANCY CLASSIFICATION: RESIDENTIAL GROUP R-4

SUBCLASSIFICATION: RESIDENTIAL BOARD & CARE FACILITY CONDITION 1 (310.5.1)

MIXED OCCUPANCY: Yes ☐ No ☒ Separation N/A Hr.

CONSTRUCTION TYPE: III-B IV II-A V-A II-B III-A

MIXED CONSTRUCTION: Yes ☐ No ☒ Type _____

SPRINKLERED: Yes ☐ No ☒

FIRE DISTRICT: Yes ☐ No ☒

MEZZANINE: Yes ☐ No ☒

HIGH RISE: Yes ☐ No ☒

BUILDING HEIGHT: 4'-34" - 5'

NO STORIES: 2

UNITS: 1

BEDS: 5

BATHS: 3

FLOOD ZONE: X

BASE FLOOD ELEV: N/A

TYPE OF SEWAGE: SEPTIC

FRAME TYPE: WOOD

CONDITIONED AREA:

MAIN RESIDENCE	
LOWER FLOOR:	1,895 SF
2ND FLOOR:	1,571 SF
CARRIAGE HOUSE	
GARAGE LEVEL:	0 SF
2ND FLOOR:	532 SF
TOTAL CONDITIONED AREA:	3,998 SF

LOT COVERAGE (EXISTING):

MAIN RESIDENCE:	4,350 SF
CARRIAGE HOUSE:	660 SF
BARN:	1,560 SF
PUMP HOUSE:	160 SF
SHED 1:	180 SF
SHED 2:	150 SF
SHED 3:	225 SF
SHED 4:	100 SF
TOTAL IMPERVIOUS:	7,385 SF

% IMPERVIOUS ON LOT = 7,385/305,356 = 2.4%

ISSUED FOR PERMIT



ARCTURUS UNLIMITED
ARCHITECTURAL IDEAS

DESIGNED BY
DATE
JOB NO.
01

A RESIDENTIAL SUBSTANCE USE
RECOVERY FACILITY

DRAWING
A2

Attachment: 302 RICE HOPE PLANTATION RD PARKER G-SITE PLAN JUNE 2022 - Site Plan (2675 : Site



Planning Commission
305 South Coastal Highway
Port Wentworth, GA 31407

SUBMITTED

Meeting: 06/13/22 06:30 PM
Department: Development Services
Category: Planning/Zoning Item
Prepared By: Melanie Ellis
Department Head: Brian Harvey

AGENDA ITEM (ID # 2671)

DOC ID: 2671

Site Plan Review Application submitted by Claret Communities, LLC., of behalf of Simz Investment Company, LLC., for PIN # 7-0976-02-027 (Highway 30) for a General Development Site Plan to allow a multi-family development (Noble Vines Phase II) in a P-RIP (Planned Residential Institutional) Zoning District

Issue/Item: Site Plan Review Application submitted by Claret Communities, LLC., of behalf of Simz Investment Company, LLC., for PIN # 7-0976-02-027 (Highway 30) for a General Development Site Plan to allow a multi-family development (Noble Vines Phase II) in a P-RIP (Planned Residential Institutional) Zoning District

Background: The subject property is currently vacant woodland. There are no buildings or structures on the subject property. The overall concept plan for Phases 1, 2 and 3 of Noble Vines was approved during the regular City Council meeting on April 22, 2021.

Facts and Findings: Noble Vines Phase 2 will consist of 60 townhomes, associated parking, utilities, drainage and infrastructure improvements. There will be two entrances to the development from Highway 30.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, June 13, 2022 at 6:30 PM.

ATTACHMENTS:

- 7-0976-02-027 Noble Vines Ph II G-Site Plan JUNE 2022 - Application (PDF)
- 7-0976-02-027 Noble Vines Ph II G-Site Plan JUNE 2022 - Timeline (DOCX)
- 7-0976-02-027 Noble Vines Ph II G-Site Plan JUNE 2022 - Site Plan (PDF)



City of Port Wentworth

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

Site Plan Review Application

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

Site Plan Type (Check One): ☒ General / Concept ☐ Specific DevelopmentSite Plan Address: Hwy 30, Port Wentworth, GA 31407PIN #(s): 7-0976-02-027Zoning: P-RIP Estimated Cost of Construction: \$ Type of Construction: Multifamily ResidentialApplicant's Name: Claret Communities, LLCMailing Address: 5553 Peachtree Road, Suite 170Chamblee, GA 30341Phone #: 404-308-5507 Email: mruskin@claretcommunities.comOwner's Name (If Different from Applicant): Simz Investment Company, LLCMailing Address: 554 Suncrest BlvdSavannah, GA 31410-2215Phone #: 912-247-1130 Email: danielsham25@gmail.com

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

Applicant's Signature

Lee M. Terry
Managing Member

Date

11-4-2021

Owner's Signature (If Different from Applicant)

Lee M. Terry
Managing Member

Date

4-12-2022

Please see page 2 for required submittal checklist

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

Site Plan Review Application Submittal Checklist

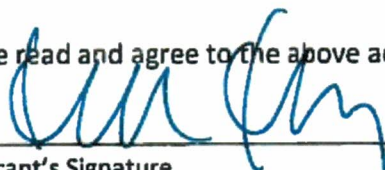
Documentation below is required for a complete submittal.

- ☒ Signed and Completed Application
- ☒ 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☒ 15 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- N/A ☐ 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 (either flash drive or CD)
- ☒ Other Engineering details or reports may be required once submittal has been received
- ☒ Site plan review fee check
- o No Land Disturbance- \$206.00 Site Plan Fee + \$50.00 Admin Fee = Total \$256.00
- ~~o With Land Disturbance - \$836.00 Site Plan Fee + \$50.00 Admin Fee = Total \$886.00~~

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

I have read and agree to the above additional fee statement

Applicant's Signature



Lee N. Terry
Managing Member

Date

11-4-2021

Port Wentworth – Claret Communities

Properties within 250' of 7-0976-02-027

1. PIN #: 7-0976C-01-004

Owner(s) Name: R&R Property Ventures, LLC

Mailing Address: 9710 Stirling Road, Unit 104, Hollywood, FL 33024-8018

2. PIN #: 7-0976-02-038

Owner(s) Name: Varnedoe, Sam L

Mailing Address: PO Box 2379, Tybee Island, GA 31328-2379

3. PIN #: 7-0976-02-045

Owner(s) Name: Graham, Kevin and Graham, Bryan

Mailing Address: 601 E 7th Street, Vidalia, GA 30474-5316

4. PIN #: 7-0976-02-046

Owner(s) Name: Graham, Rosetta Foreman

Mailing Address: 601 E 7th Street, Vidalia, GA 30474-5316

5. PIN #: 7-0976-02-005

Owner(s) Name: Williams, Alvin

Mailing Address: PO Box 786, Savannah, GA 31402-0786

6. PIN #: 7-0976-02-008

Owner(s) Name: Mucha, Zachary D

Mailing Address: 188 Jamestown Dr., Rincoln, GA 31326-5649

7. PIN #: 7-0976-02-035
Owner(s) Name: Varnedoe, Sam L
Mailing Address: PO Box 2379, Tybee Island, GA 31328-2379
8. PIN #: 7-0976A-01-001
Owner(s) Name: Benton, Georgia W
Mailing Address: 120 E 31st Street, Savannah, GA 31401-7303
9. PIN #: 7-0976A-01-002
Owner(s) Name: McCall, Flossie
Mailing Address: 7412 GA Highway 21, Port Wentworth, GA 31407-9717
10. PIN #: 7-0976A-01-003
Owner(s) Name: Rovolis, William
Mailing Address: PO Box 15054, Savannah, GA 31416-1754
11. PIN #: 7-0976A-01-026
Owner(s) Name: Eason, Freddie Allen
Mailing Address: 665 Sam Smart Rd, Clyo, GA 31303-2827
12. PIN #: 7-0976A-01-027
Owner(s) Name: City of Port Wentworth
Mailing Address: 304 S Coastal Highway, Port Wentworth, GA 31407-2010
13. PIN #: 7-0976A-01-006
Owner(s) Name: Steele, Glenn A and Steele, Anthony
Mailing Address: 207 Stephanie Ave, Rincoln, GA 31326-9666

14. PIN #: 7-0976A-01-007

Owner(s) Name: Steele, Glenn A and Steele, Anthony

Mailing Address: 207 Stephanie Ave, Rincoln, GA 31326-9666

15. PIN #: 7-0976-02-028

Owner(s) Name: City of Port Wentworth

Mailing Address: 305 S Coastal Highway, Port Wentworth, GA 31407-2001

16. PIN #: 7-0976B-01-003

Owner(s) Name: Steele, Elnora Sweet and Steele, Will

Mailing Address: 52 Leon Village Dr, Savannah, GA 31408-2704

17. PIN #: 7-0976B-01-014

Owner(s) Name: Price, Shirley

Mailing Address: 522 W Victory Drive, Savannah GA 31405-1724

18. PIN #: 7-0976-02-034

Owner(s) Name: Brady-Hohnerlein, Colleen Lynette

Mailing Address: 13 Putters Pl, Savannah, GA 31419-6067

19. PIN #: 7-0976-02-033

Owner(s) Name: Floyd, James Hugh

Mailing Address: 744 Omaha Dr, Norcross, GA 30093-4922

20. PIN #: 7-0976-02-026

Owner(s) Name: Paderewski, Jules B

Mailing Address: PO Box 9087, Savannah, GA 31412-9087

21. PIN #: 7-0976-02-025

Owner(s) Name: Coopers Hill, LLC

Mailing Address: Port Wentworth, GA 31407

22. PIN #: 7-0976-02-024

Owner(s) Name: City of Port Wentworth

Mailing Address: 305 S Coastal Highway, Port Wentworth, GA 31407-2001

23. PIN #: 7-0976-02-023

Owner(s) Name: Paderewski, Jules B

Mailing Address: PO Box 9087, Savannah, GA 31412-9087

24. PIN #: 7-0978-05-011

Owner(s) Name: Stop N Store, LLC

Mailing Address: 9100 White Bluff Road, Unit 502, Savannah, GA 31406-4672

25. PIN #: 7-0976C-01-003

Owner(s) Name: Works Inez Keller

Mailing Address: 390 N Orange Ave, Unit 1285, Orlando, FL 32801-1674

CITY OF PORT WENTWORTH
(912) 964-4379

REC#: 00352945 4/29/2022 1:25 PM
OPER: ME TERM: 011
REF#: CK 114061

TRAN: 112.0000 BLDG PERMIT
220210 256.00CR
SIMZ INVESTMENT COMPANY, LLC
7-0976-02-027
DEV-SPR 256.00CR

TENDERED: 256.00 CHECK
APPLIED: 256.00-

CHANGE: 0.00

WWW.CITYOFPORTWENTWORTH.COM



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT
100 W. OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3604

JUNE 28 2017

Regulatory Branch
SAS-2016-00851

Mr. Iraj Shambayati
S & I Cleaning, Inc.
554 Suncrest Boulevard
Savannah, Georgia 31410

Dear Mr. Shambayati:

I refer to a letter dated September, 2016, submitted on your behalf by Ms. Elaine Ceccacci of Environmental Services, Inc., requesting our verification of a delineation of aquatic resources for your site located adjacent to State Route 30 west of State Route 21 in Chatham County, Georgia (Latitude 32.1983, Longitude -81.2056). This project has been assigned number SAS-2016-00851 and it is important that you refer to this number in all communication concerning this matter.

The enclosed exhibit entitled, "Wetlands Plat Heritage Point", dated March 10, 2017, identifies the delineation limits of all aquatic resources within the review area. The wetlands were delineated in accordance with criteria contained in the 1987 "Corps of Engineers Wetland Delineation Manual," as amended by the most recent regional supplements to the manual. This delineation will remain valid for a period of 5 years unless new information warrants revision prior to that date.

Please be advised, aquatic resources that are under the jurisdiction of Section 404 of the Clean Water Act (33 United States Code § 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) may require a permit for the placement of dredged or fill material or mechanized land clearing of those aquatic resources may require prior Department of the Army authorization pursuant to Section 404.

If you intend to sell property that is part of a project that requires Department of the Army Authorization, it may be subject to the Interstate Land Sales Full Disclosure Act. The Property Report required by Housing and Urban Development Regulation must state whether, or not a permit for the development has been applied for, issued or denied by the U.S. Army Corps of Engineers (Part 320.3(h) of Title 33 of the Code of Federal Regulations).

This communication does not convey any property rights, either in real estate or material, or any exclusive privileges. It does not authorize any injury to property, invasion of rights, or any infringement of federal, state or local laws, or regulations. It

Attachment: 7-0976-02-027 Noble Vines Ph II G-Site Plan JUNE 2022 - Application (2671 : Site Plan Review Application (General) PIN # 7-0976-

does not obviate your requirement to obtain state or local assent required by law for the development of this property. If the information you have submitted, and on which the U.S. Army Corps of Engineers has based its determination is later found to be in error, this decision may be revoked.

A copy of this letter is being provided to the following parties: Ms. Elaine Ceccaci, Environmental Services, Inc., 101 B Estus Drive, Savannah, Georgia 31404.

Thank you in advance for completing our on-line Customer Survey Form located at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. We value your comments and appreciate your taking the time to complete a survey each time you have interaction with our office.

If you have any questions, please call me, at (912) 652-5893.

Sincerely,



William M. Rutlin
Chief, Coastal Plain Field Office

Enclosures

Reference

1. Plat recorded at Subdivision Map Book
28-S, Pg. 21

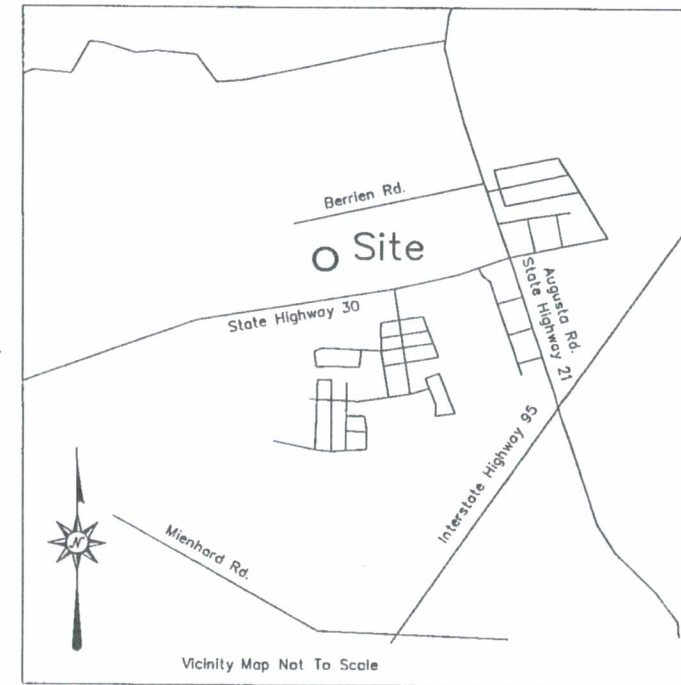
See Sheet 2 Of 4 For Study Area Map
See Sheet 3 Of 4 For Wetland Area No. 1
See Sheet 4 Of 4 For Wetland Area No. 2

Property Information

Current Zoning: P-RIP

Tax Assessor's Property
Identification Number: 7-0976-02-027

Total Study Area: 33.0 Ac.



To the best of my knowledge and belief,
this plat has been prepared in conformity
with the Technical Standards for Property
Surveys in Georgia as set forth in Chapter
180-7 of the Rules of the Georgia Board
of Registration for Professional Engineers
and Land Surveyors and as set forth in
the Georgia Plat Act, O.C.G.A. 15-6-67

Yawn Land Surveys, LLC

Dale E. Yawn, R.L.S.

24 Island Creek Lane
Savannah, Ga. 31410
912-897-6307
yawn2510@bellsouth.net

LSF #000907

Surveyor's Notes

1. This is not a boundary survey of the property. The boundary line information as shown has been taken from a plat of record. (See Reference). The boundary line of this property is the study area limits line. Boundary/Study Area acreage taken from plat of record.
2. The bearings and coordinates as shown on this drawing are based on the Georgia State Plane Coordinate System, East Zone, NAD83. A Topcon GR3 dual frequency GPS receiver using differential corrections obtained from the EGPS RTK network was used to position control points used in the survey.
3. The wetlands areas as shown were delineated by Environmental Services, Inc. in October, 2016.

Wetlands Plat
Heritage Point
Parcel A of a Subdivision
of the Gregg Howze Tract

8th G.M. District
City of Port Wentworth
Chatham County, Georgia

Prepared For:

Iraj Shambayati

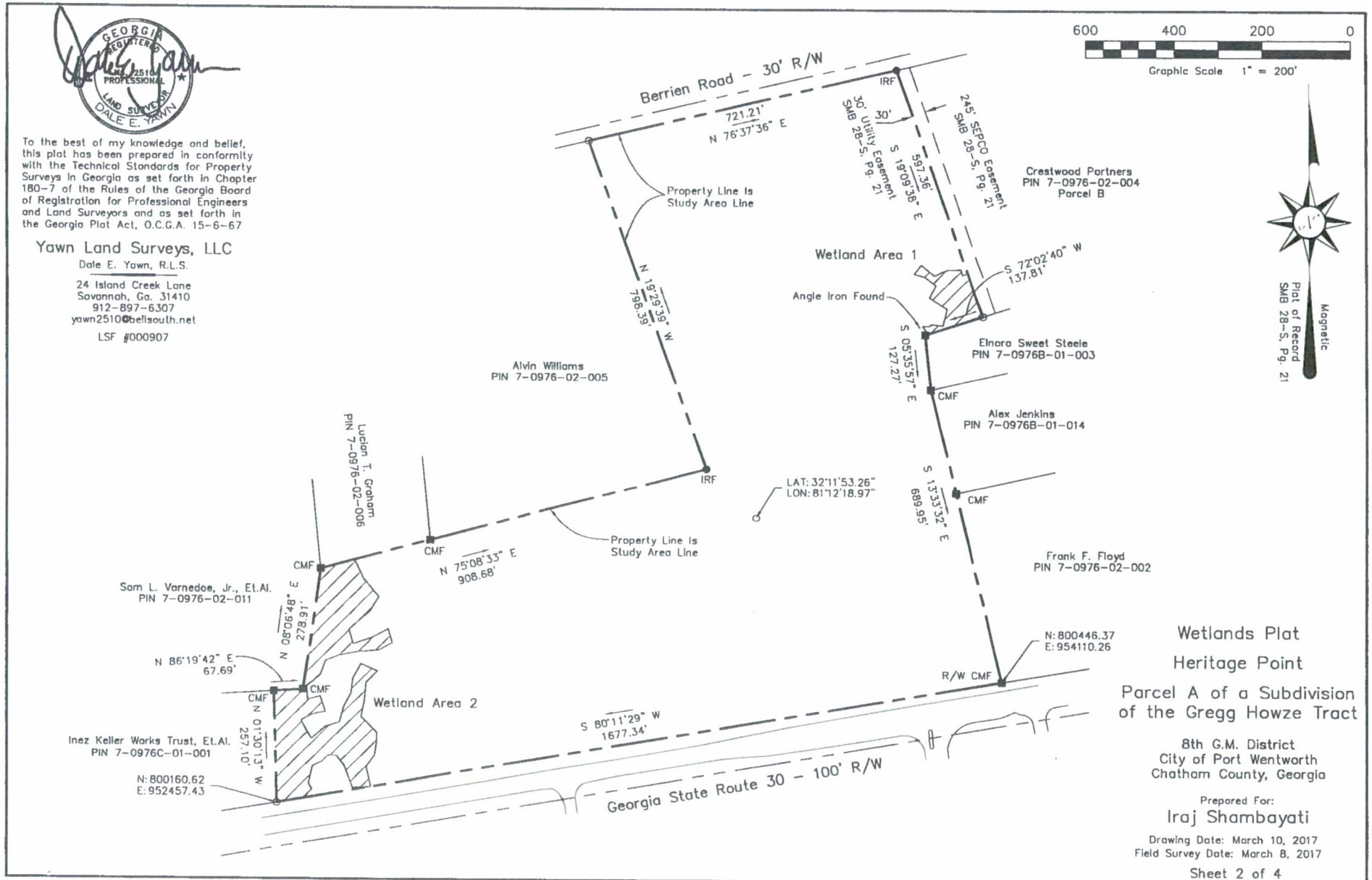
Drawing Date: March 10, 2017
Field Survey Date: March 8, 2017

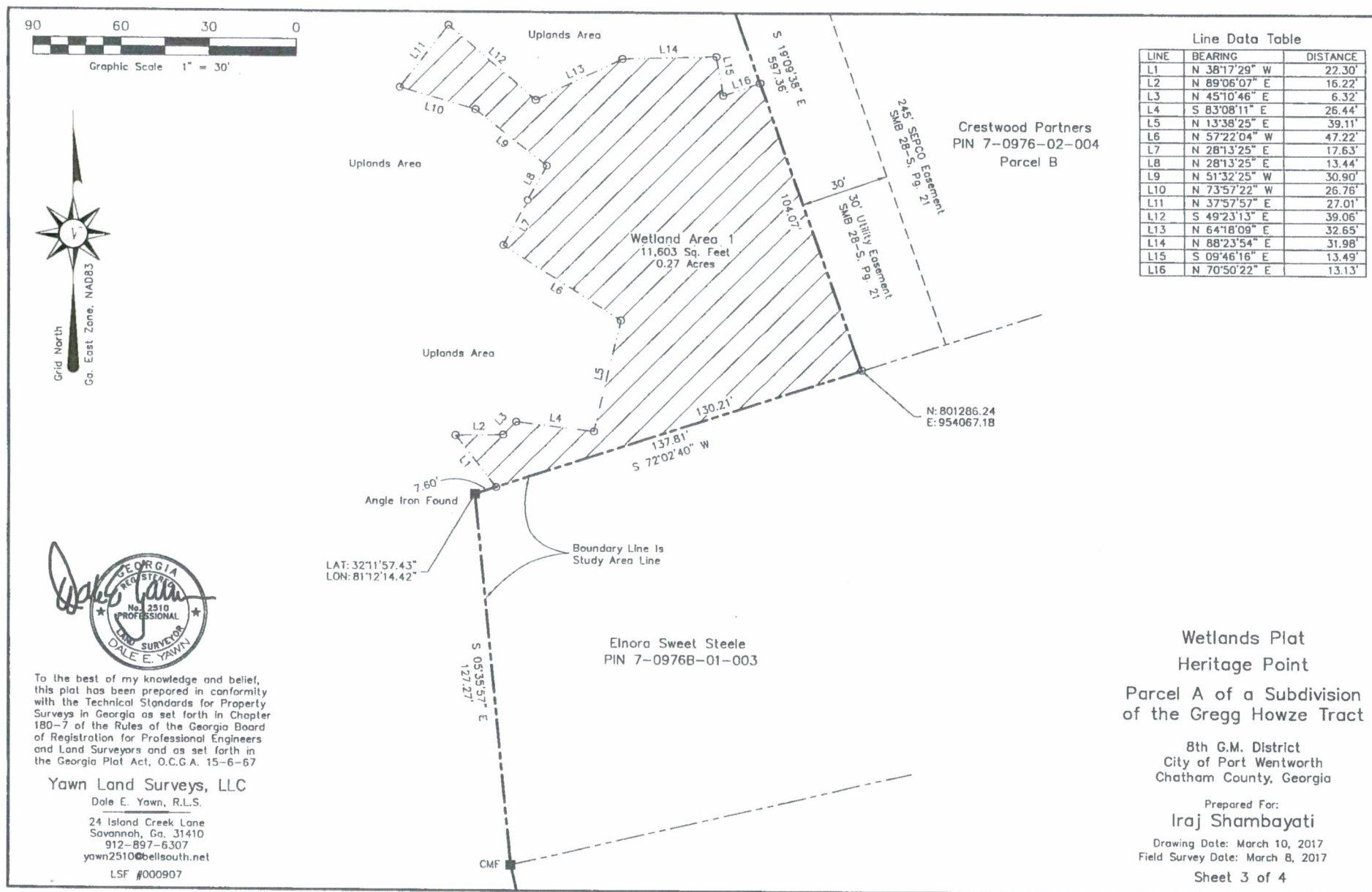
Sheet 1 of 4

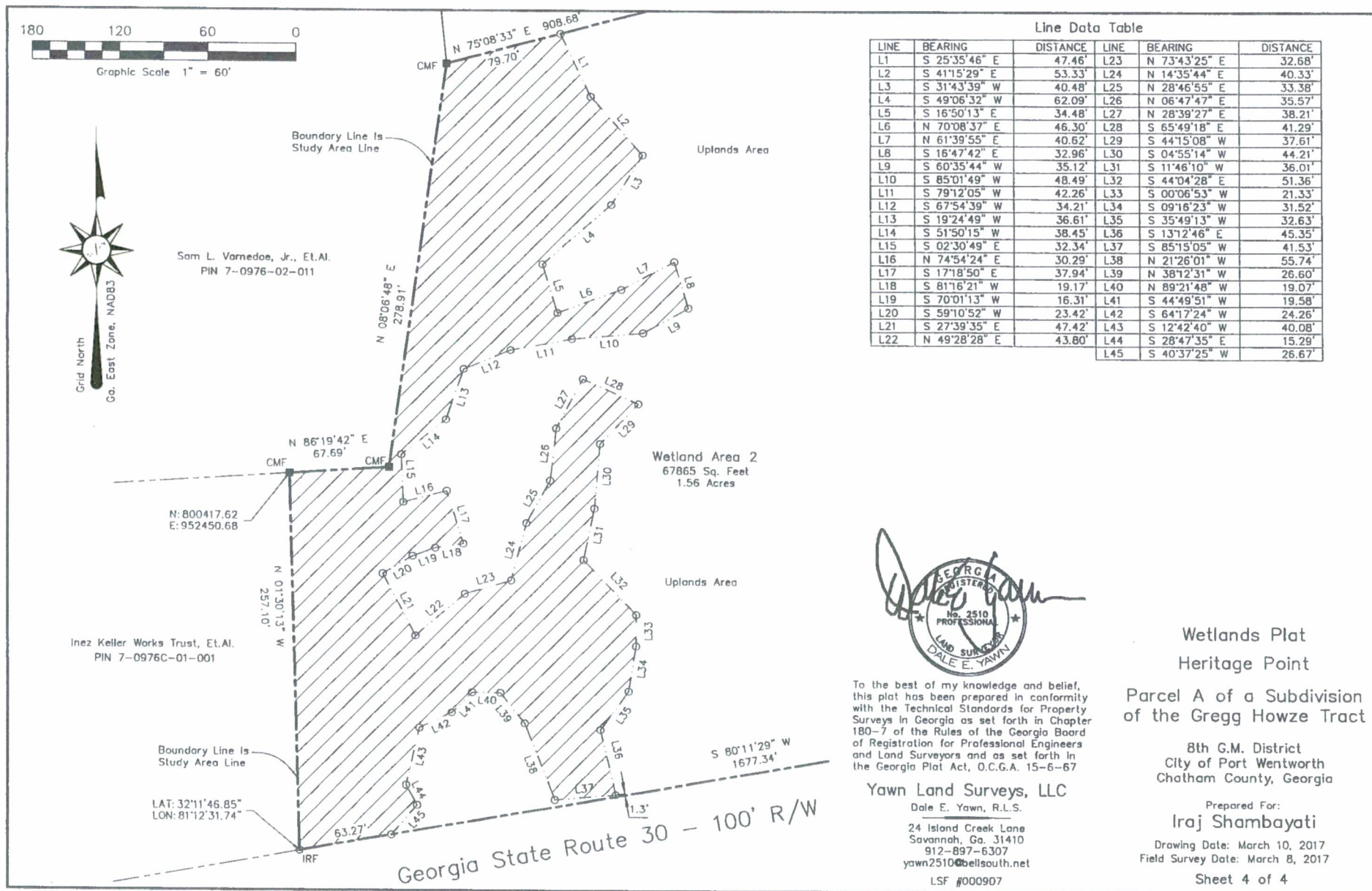
Total Study Area: 33.00 Acres
Wetlands Area 1: 0.27 Acre
Wetlands Area 2: 1.56 Acre

Total Wetlands: 1.83 Acre

Total Uplands: 31.17 Acre







Project Timeline

Project Number: 220210

Project Name: Noble Vines Phase 2 General Site Plan

Applicant / Engineer: Claret Communities / Nikhil Duggirala, T&H

Owner: Simz Investment Company, LLC

City Review Engineer: N/A

- 4/11/22 – application received; incomplete – missing PDF, Owners Signature and Check (check received with submittal dated 10/19/2021)
- 4/11/22 – emailed applicant about missing information and pre-development meeting.
- 4/13/22 – received missing information.
- 4/27/22 – Predevelopment meeting.

SITE INFORMATION TABLE

DEVELOPER:

CLARET COMMUNITIES
5553 PEACHTREE ROAD, SUITE 170
CHAMBLEE, GEORGIA 30341

PARCEL:

PIN: 7-0976-02-027
ACREAGE: 11.7 AC (PHASE TWO)

ZONING:

CURRENT: P-RIP (12 UNITS PER ACRE)
PROPOSED: P-RIP (5 UNITS PER ACRE)

SETBACKS:

PROPOSED: 20' MINIMUM FROM PROPERTY LINE

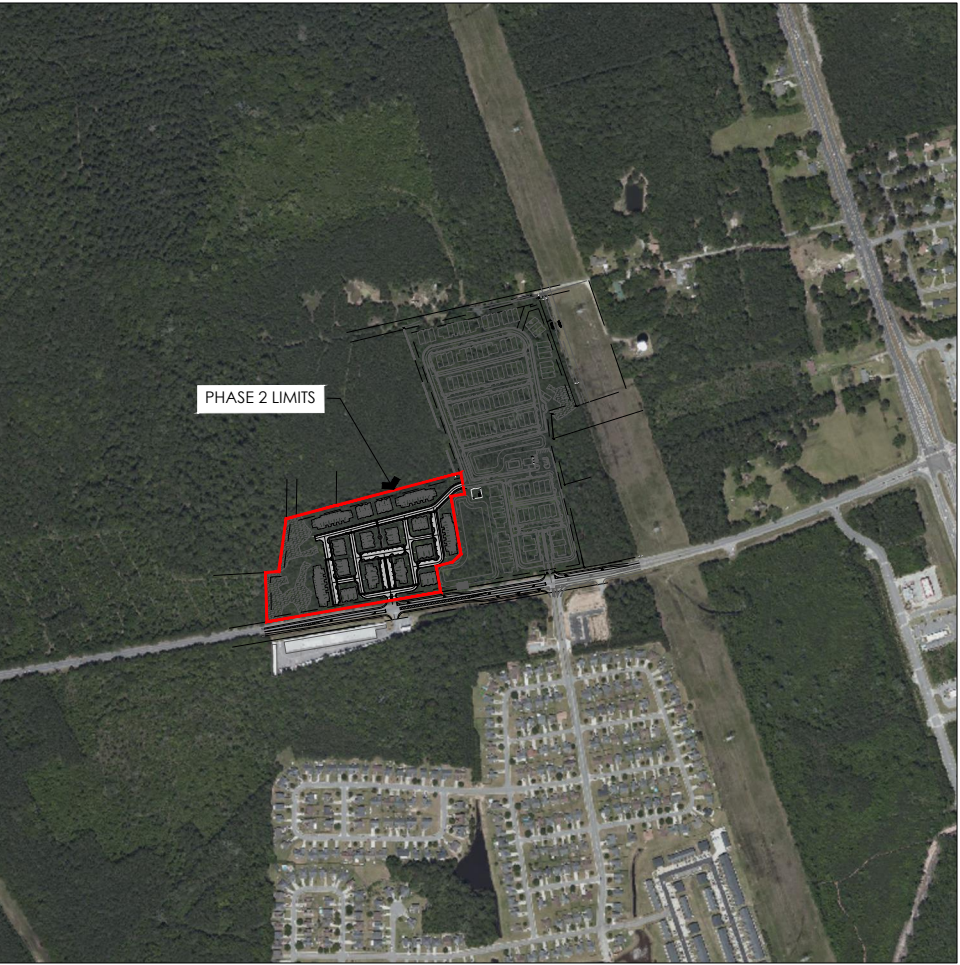
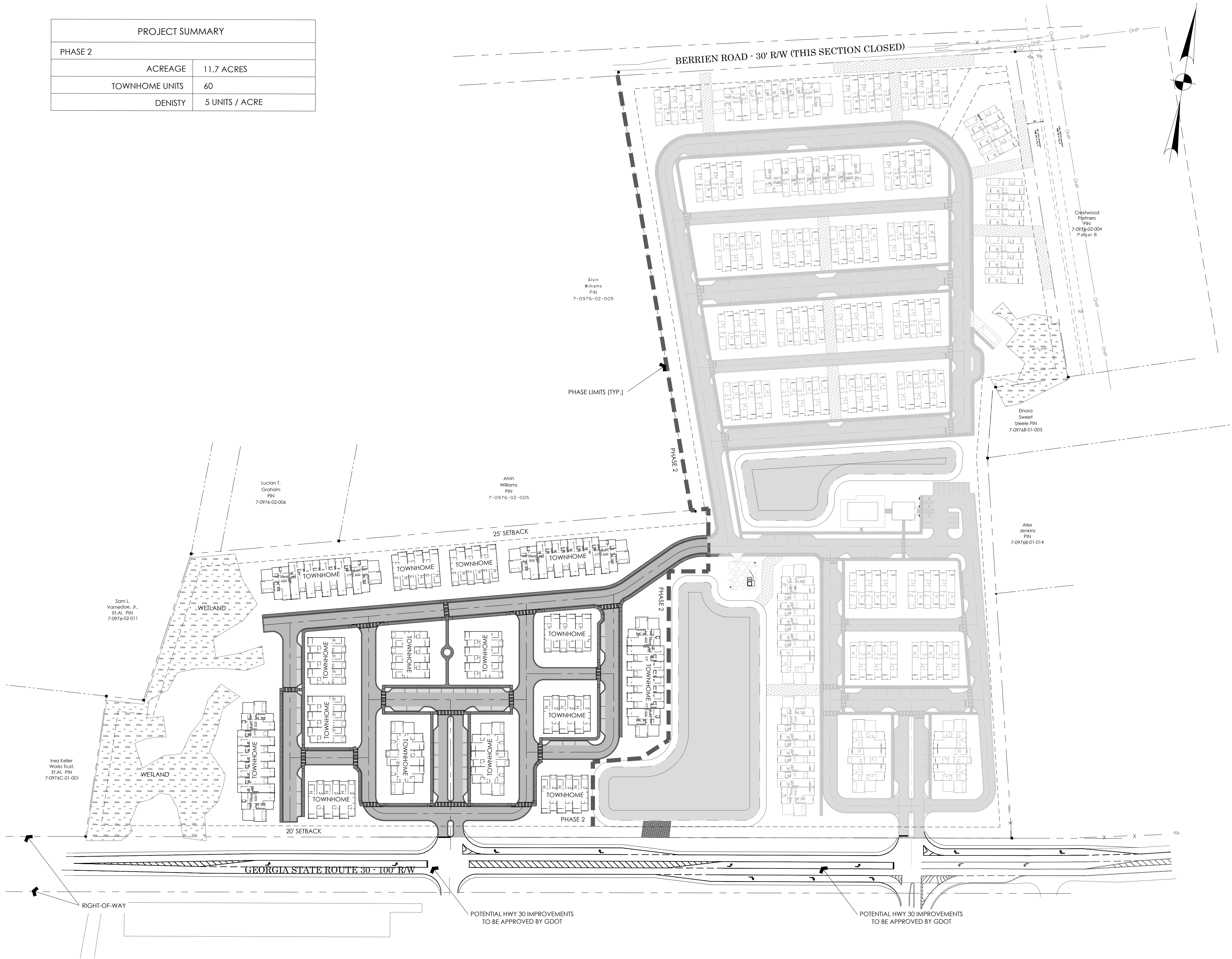
FEMA:

ZONE: X
FIRM MAP: 13051C0030G

PARKING

REQUIRED: 102 SPACES (TOWNHOMES)
PROPOSED: 160 SPACES

PROJECT SUMMARY		
PHASE 2		
ACREAGE	11.7 ACRES	
TOWNHOME UNITS	60	
DENISTY	5 UNITS / ACRE	



LOCATION MAP
1" = 1000'



PREPARED FOR:
CLARET COMMUNITES, LLC

Site Plan Exhibit Noble Vines - Phase Two

Port Wentworth, Georgia
November 5, 2021



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

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