

CITY COUNCIL SPECIAL CALLED MEETING - AGENDA

August 12, 2024 at 6:00 p.m. | 100 US Highway 80 SW, Pooler, GA 31322

- I. ROLL CALL
- II. CALL TO ORDER
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. ANNOUNCEMENTS
 - A. 10U Basketball Georgia Recreation and Park Association State Champions
- VI. PUBLIC HEARINGS
 - A. Millage Rate Public Hearing
- VII. CONSENT AGENDA
 - A. City Council Meeting Minutes of July 15, 2024
 - B. City Council Executive Session Minutes of July 15, 2024
 - C. Millage Rate Public Hearing Minutes of July 22, 2024
 - D. Special Event Permit Application (No Alcohol) for Touch-a-Truck on February 22, 2025
 - E. Release of Performance Bond and Acceptance of Maintenance and Sidewalk Bonds for Clear Lake, Phase 1A, Subject to City Attorney Approval
 - F. Release of Performance Bond and Acceptance of Maintenance and Sidewalk Bonds for Clear Lake, Phase 1B, Subject to City Attorney Approval
- VIII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS
 - A. Ordinance O2024-07.B To Amend Chapter 46 Fire Prevention and Protection; Sections 7, 8, 9 (Second Reading)
 - B. Proclamation for National Health Center Week
- IX. NEW BUSINESS

- A. Conditional Use Request for a Warehouse, Showroom, and Office at 1323 East US Highway 80 (Public Hearing, Action)
- B. Variance Request for Pooler Crossroads, Lot 5, Clear Lake Reserve, Phase 1 (Clear Lake Vista) Parking Requirements (Public Hearing, Action)
- C. Encroachment and Construction Agreement with TTRES at POOLER GA, LLC
- X. PUBLIC COMMENT
- XI. EXECUTIVE SESSION
- XII. ADJOURNMENT



PUBLIC NOTICE

City of Pooler, Georgia Special Called Meeting of the Mayor & Council

A Special Called Meeting of the Mayor and City Council of the City of Pooler, Georgia shall be held on Monday, August 12, 2024 at 6:00 p.m. at Pooler City Hall located at 100 US Highway 80 SW, Pooler, Georgia, 31322 in place of the canceled Monday, August 5, 2024 meeting. The agenda will be continued from the August 5, 2024 meeting, including the Millage Rate Public Hearing. Members of the public are invited to attend.

PUBLIC NOTICE

The City of Pooler does hereby announce that the 2024 millage rate will be set at a meeting to be held at City Hall on August 12 2024 at 6:00pm and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

| | | | | | | 1 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| Real & Personal | 1,501,832,500 | 1,669,252,592 | 1,722,654,090 | 2,344,874,316 | 2,720,465,525 | 3,206,068,309 |
| Motor Vehicles | 10,934,240 | 9,551,720 | 7,662,850 | 6,737,070 | 7,461,720 | 7,208,810 |
| Mobile Homes | 4,336,858 | 3,702,212 | 3,725,166 | 4,455,704 | 4,876,486 | 4,377,166 |
| Timber - 100% | 14,846 | 288,255 | 1 | 190,000 | 190,000 | • |
| Heavy Duty Equipment | 2,762,316 | 3,123,354 | 3,330,751 | 2,683,271 | 3,463,367 | 3,796,538 |
| Gross Digest | 1,519,880,760 | 1,685,918,133 | 1,737,372,857 | 2,358,940,361 | 2,736,457,098 | 3,221,450,823 |
| Less M& O Exemptions | 74,057,869 | 74,127,367 | 89,696,383 | 167,127,380 | 243,394,349 | 317,572,432 |
| Net M & O Digest | 1,445,822,891 | 1,611,790,766 | 1,647,676,474 | 2,191,812,981 | 2,493,062,749 | 2,903,878,391 |
| State Forest Land Assistance Grant Value | | | | | | |
| | | | | | | |
| Adjusted Net M&O Digest | 1,445,822,891 | 1,611,790,766 | 1,647,676,474 | 2,191,812,981 | 2,493,062,749 | 2,903,878,391 |
| Gross M&O Millage | 8.583 | 8.087 | 9.077 | 8.036 | 7.909 | 7.758 |
| Less Rollback (LOST) | 4.829 | 4.436 | 4.480 | 3.773 | 4.129 | 3.978 |
| Net M&O Millage | 3.754 | 3.651 | 4.597 | 4.263 | 3.780 | 3.780 |
| | | | | | | |
| Total City Taxes Levied | 5,427,619 | 5,884,648 | 7,574,369 | 9,343,699 | 9,423,777 | 10,976,660 |
| Net Taxes \$ Increase | | 457,029 | 1,689,721 | 1,769,330 | 80,078 | 1,552,883 |
| Net Taxes % Increase | | 8.42% | 28.71% | 23.36% | 0.86% | 16.48% |

| COMPUTATION OF MI | LLAGE RATE ROLLBA | CK AND PERCENTAGE INC | REASE IN PROPERTY TAXES | S FOR YEAR 2024 |
|--|-------------------------|---------------------------------|------------------------------|-----------------------|
| COUNTY Chath | am | TAXING JURISDICTION | Po | oler |
| INFORMA | TION FOR THE SHAL | DED PORTIONS OF THIS | SECTION MUST BE ENTE | RED |
| This information will be th | e actual values and mil | llage rates certified to the De | epartment of Revenue for the | applicable tax years. |
| DESCRIPTION | 2023 DIGEST | REASSESSMENT OF | OTHER CHANGES | 2024 DIGEST |
| DESCRIPTION | 2023 DIGES I | EXISTING REAL PROP | TO TAXABLE DIGEST | 2024 DIGES I |
| REAL | 2,200,850,385 | 183,212,288 | 231,399,060 | 2,615,461,733 |
| PERSONAL | 519,615,140 | | 70,991,436 | 590,606,576 |
| MOTOR VEHICLES | 7,461,720 | | -252,910 | 7,208,810 |
| MOBILE HOMES | 4,876,486 | | -499,320 | 4,377,166 |
| TIMBER -100% | 190,000 | Ī | -190,000 | 0 |
| HEAVY DUTY EQUIP | 3,463,367 | | 333,171 | 3,796,538 |
| GROSS DIGEST | 2,736,457,098 | 183,212,288 | 301,781,437 | 3,221,450,823 |
| EXEMPTIONS | 243,394,349 | 71,716,129 | 2,461,954 | 317,572,432 |
| NET DIGEST | 2,493,062,749 | 111,496,159 | 299,319,483 | 2,903,878,391 |
| | (PYD) | (RVA) | (NAG) | (CYD) |
| 2023 MILLAGE RATE >>> | 3.780 | · / / | ED MILLAGE RATE >>> | 3.780 |
| | | | ENTRY OF INFORMATION | |
| DESCRIPTION | | ABBREVIATION | AMOUNT | FORMULA |
| | | | | |
| 2023 Net Digest | | PYD | 2,493,062,749 | |
| Net Value Added-Reassessment of Existing Real Property | | RVA | 111,496,159 | |
| Other Net Changes to Taxable Digest | | NAG | 299,319,483 | |
| 2024 Net Digest | | CYD | 2,903,878,391 | (PYD+RVA+NAG) |
| 2022 Millaga Bata | | PYM | 3.780 | |
| 2023 Millage Rate | ddad | ME | | (DVA/CVD) * DVM |
| Millage Equivalent of Reassessed Value A | aaea | **** | 0.145 | (RVA/CYD) * PYM |
| Rollback Millage Rate for 2024 | | RR | 3.635 | PYM - ME |

| COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES | | | | | |
|--|-----------------------|-------|--|--|--|
| If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds the Rollback Millage Rate | Rollback Millage Rate | 3.635 | | | |
| computed above, this section will automatically calculate the amount of increase in property | 2024 Millage Rate | 3.780 | | | |
| taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2) | Percentage Increase | 3.99% | | | |

Understanding Millage Rate and Assessed Value

When it comes to property taxes, two key concepts are **assessed value** and **millage rate**. Let's explore how they work together to determine how much you owe in taxes.

What is assessed value? Assessed value is the dollar amount that the local government gives to your property for tax purposes. It's not necessarily the same as the market value (how much your property could sell for), but it's used to figure out how much you owe in property taxes.

How is my assessed value determined? Local tax assessors figure out the assessed value of your property using things like the size of your property, the condition of your home, and what similar properties are selling for in your area. Assessed value can change based on updates to property values, changes in local laws, or changes in the economy. For Pooler, the assessed value is currently 40% percentage of the market value.

What is millage rate? Millage rate is the amount of tax you pay per \$1,000 of your property's assessed value. It is expressed in mills, where one mill equals \$1 per \$1,000. For example, if the millage rate is 5 mills, you would only pay \$5 for every \$1,000 of assessed property value. Millage rates can change based on the budget needs of the local government and the total assessed value of properties.

How is the millage rate calculated? To find out the millage rate, the local government divides the total amount of money they need by the total assessed value of all properties, then multiplies the result by 1,000.

Example:

- 1. Assessed Value of Your Home: \$200,000
- 2. Millage Rate: 5 mills (which is \$5 per \$1,000)
- 3. Tax Calculation:
 - \circ Convert \$200,000 into \$1,000 units: $\frac{200,000}{1,000} = 200$ units
 - Multiply by the millage rate: 5 mills × 200 = 1,000 dollars

So, if the assessed value of your property is \$200,000 and the millage rate is 5 mills, you would owe \$1,000 in property taxes.

By understanding these concepts, you can see how your property taxes are determined.



CITY COUNCIL REGULAR MEETING - MINUTES

July 15, 2024 at 6:00 p.m. | 100 US Highway 80 SW, Pooler, GA 31322

I. ROLL CALL

Present: Karen Williams, Mayor

Wesley Bashlor, Councilmember Michael Carpenter, Councilmember Aaron Higgins, Mayor Pro Tem Tom Hutcherson, Councilmember Shannon Valim, Councilmember John Wilcher, Councilmember Craig Call, City Attorney

Matthew Saxon, City Manager Chris Lightle, Finance Officer Kiley Fusco, Clerk of Council

Absent:

II. CALL TO ORDER

Mayor Karen Williams called the meeting to order at 6:01 p.m.

III. INVOCATION

Executive Pastor Shirlinia Daniel of Bread of Life Ministries gave the invocation.

IV. PLEDGE OF ALLEGIANCE

Executive Pastor Shirlinia Daniel led the pledge.

V. ANNOUNCEMENTS

There were no announcements.

VI. MILLAGE RATE PUBLIC HEARING #1

Mayor Karen Williams opened the public hearing at 6:04 p.m. Citizens Glenda Farris, Don Moffett, Azsha Hankerson, Linda Ambrose, and Kimberly O'Connell commented. Mayor Karen Williams closed the public hearing at 6:25 p.m. No action was taken.

VII. CONSENT AGENDA

A. City Council Workshop Minutes of July 1, 2024

- B. City Council Meeting Minutes of July 1, 2024
- C. City Council Executive Session Minutes of July 1, 2024
- D. Town Hall Minutes of July 2, 2024
- E. Special Event Permit Application for Jesus the Captain of My Boat Children's Festival on July 27, 2024
- F. Release of Performance Bond and Acceptance of Maintenance and Sidewalk Bonds for Harmony Phase 7, Subject to City Attorney Approval

Councilmember Tom Hutcherson moved to approve the Consent Agenda.

Motion to Approve; PASSED (6-0-0)

MOVER: Hutcherson SECONDER: Bashlor

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS

DEPARTMENT REPORTS

A. Public Works

City Manager Matthew Saxon provided the Public Works Report.

B. Finance

Chief Finance Officer Chris Lightle provided the Finance Report.

C. Fire-Rescue

Chief Wade Simmons provided the Fire-Rescue Report.

D. Police

Chief Ashley Brown provided the Police Department Report.

E. Recreation & Parks

Director Hugh Elton gave the Recreation & Parks Report.

F. Planning & Development

Director Nicole Johnson provided the Planning & Development Report.

VIII. ORDINANCES, PROCLAMATIONS, RESOLUTIONS

A. Ordinance O2024-07.B – To Amend Chapter 46 – Fire Prevention and Protection; Sections 7, 8, 9 (First Reading)

City Manager Matthew Saxon presented the ordinance for consideration and Chief Wade Simmons reviewed the proposed revisions. Mayor Pro Tem Aaron Higgins moved to approve the first reading of Ordinance O2024-07.B – To

Amend Chapter 46 - Fire Prevention and Protection; Sections 7, 8, 9.

Motion to Approve; PASSED (6-0-0)

MOVER: Higgins SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

B. Proclamation for International Friendship Day

Mayor Karen Williams read aloud the proclamation.

IX. OUTSTANDING BUSINESS

A. Westside Commerce Center Native Development Group Request for Consideration

City Manager Matthew Saxon presented the request for consideration. Attorney Josh Yellin was present on behalf of the petitioner. Citizens Amy Gilliam, Sharon Generette, Courtney Rawlins, Veronica Daniel, and Don Moffett commented. Councilmember Michael Carpenter moved to deny the Westside Commerce Center Native Development Group Request for Consideration.

Motion to Deny; PASSED (6-0-0)

MOVER: Carpenter SECONDER: Valim

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

X. NEW BUSINESS

A. Zoning Map Amendment for 1405 Quacco Road (Public Hearing, Action)

City Manager Matthew Saxon presented the amendment for consideration. Reed Earhart of Hussey Gay Bell was present on behalf of the petitioner. Mayor Karen Williams opened the public hearing. Citizen Don Moffett commented, and Mayor Karen Williams closed the public hearing. Mayor Pro Tem Aaron Higgins, citing criterion #3, moved to deny the Zoning Map Amendment for 1405 Quacco Road.

Motion to Deny; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Carpenter

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

B. Zoning Map Amendment for Jabot PUD (Public Hearing, Action)

City Manager Matthew Saxon presented the amendment for consideration. Neil McKenzie of Coleman Company and Jack Wardlaw were present on behalf of the petitioner. Mayor Karen Williams read aloud a joint statement signed by Mayor Pro Tem Aaron Higgins, Councilmember Michael Carpenter, and herself, then opened the public hearing. Citizens Amy Gilliam, Don Moffett,

Rebecca Henry, Renee Higgins, Jacqueline Pulley, Pat Lynch, Veronica Daniel, Adrian Griffin, Maribeth Lindler, and Dave Hopkins commented. Mayor Karen Williams closed the public hearing, and Mayor Pro Tem Aaron Higgins moved to postpone the Zoning Map Amendment for Jabot PUD until the first City Council Meeting of September 2024. Jack Wardlaw verbally agreed to cover the costs of a second advertised public hearing on the item.

Motion to Postpone; PASSED (6-0-0)

MOVER: Higgins SECONDER: Bashlor

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

C. Variance Request for 130 Towne Center Drive (Public Hearing, Action) withdrawn by petitioner

The item was withdrawn by the petitioner. No action was taken.

D. Variance Request for 850 Patel Drive (Public Hearing, Action) withdrawn by petitioner

The item was withdrawn by the petitioner. No action was taken.

E. Variance Request for 1565 Pooler Parkway Lowe's Outparcel (Public Hearing, Action)

City Manager Matthew Saxon presented the variance for consideration. Robert Forrest and Cody Rogers of EMC Engineering were present on behalf of the petitioner. Mayor Karen Williams opened and closed the public hearing without comment. Councilmember Wesley Bashlor, upon review of the criteria, moved to approve the Variance Request for 1565 Pooler Parkway Lowe's Outparcel.

Motion to Approve; PASSED (6-0-0)

MOVER: Bashlor

SECONDER: Hutcherson

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

F. Final Plat and Performance Bonds for Westbrook Areas L1, L2, L3

City Manager Matthew Saxon presented the plat and bonds for consideration. Reed Earhart of Hussey Gay Bell was present on behalf of the petitioner. Mayor Pro Tem Aaron Higgins moved to approve the final plat and release the bonds for Westbrook Areas L1 in the amount of \$802,305.27, L2 in the amount of \$1,713,903.84, and L3 in the amount of \$1,243, 471.12.

Motion to Approve and Release; PASSED (6-0-0)

MOVER: Higgins SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

XI. PUBLIC COMMENT

Citizen Richard Danis commented.

XII. EXECUTIVE SESSION

With no further public business to conduct, Mayor Pro Tem Aaron Higgins moved to enter Executive Session. Mayor and Council entered at 8:34 p.m.

Motion to Enter; PASSED (6-0-0)

MOVER: Higgins

SECONDER: Hutcherson

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

Mayor Karen Williams called the meeting back to order at 10:04 p.m.

XIII. ADJOURNMENT

Councilmember Tom Hutcherson moved to adjourn the meeting.

Motion to Adjourn; PASSED (6-0-0)

MOVER: Hutcherson SECONDER: Wilcher

AYES: Bashlor, Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

| The meeting adjourned at 10:04 p.m. |
|---|
| The foregoing minutes are true and correct and are approved on this |
| day of, |
| CITY OF POOLER, GEORGIA |
| Karen L. Williams, Mayor |
| ATTEST: |
| Kiley Fusco, Clerk of Council |



| STATE OF GEORGIA | } |
|-------------------|---|
| |) |
| COUNTY OF CHATHAM | } |

AFFIDAVIT

O.C.G.A. § 50-14-4(b) – Procedure When Meeting Closed/Executive Session

Before an officer duly authorized to administer oaths appeared La Ren La William S who, after being duly sworn, deposes and on oath states the following:

- (1) I am competent to make this Affidavit and have personal knowledge of the matters set forth herein.
- (2) Pursuant to my duties as Mayor, I was the presiding officer of a meeting of the Pooler City Council held on the 15th day of 30th A portion of said meeting was closed to the public.
- (3) It is my understanding that O.C.G.A. § 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the person presiding over such meeting or, if the agency's policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.
- (4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows:
 - A. Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege as provided in Georgia Code section 50-14-2(1) and 50-14-3(b)(1)(A). The subject discussed was
 - B. Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property as provided in Georgia Code section 50-14-3(b)(1)(B).
 - C. Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate as provided in Georgia Code section 50-14-3(b)(1)(C).

- D. Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).
- E. Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).
- F. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).
- G. Meeting to interview one or more applicants for the position of the executive head of an agency as provided in Georgia Code section 50-14-3(b)(2).
- H. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was

Byrd litigation, City manager appointment/solary

- I. Staff meeting held for investigative purposes under duties or responsibilities imposed by law as provided by Georgia Code section 50-14-3(a)(1).
- J. Meeting to consider records or portions of records exempt from public inspection or disclosure pursuant to Article 4 of Chapter 18 of Title 50 of the Georgia Code because there are no reasonable means to consider the record without disclosing the exempt portions.

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4(b) and is to be filed with the official minutes for the aforementioned meeting this

15TH day of JULY , 2024.

CITY OF POOLER, GEORGIA

Karen L. Williams, Mayor

Sworn to and subscribed before me this USCO day of 3024.

NOTARY PUBLIC



CITY COUNCIL PUBLIC HEARING - MINUTES

July 22, 2024 at 6:00 p.m. | 100 US Highway 80 SW, Pooler, GA 31322

I. ROLL CALL

Present: Karen Williams, Mayor

Michael Carpenter, Councilmember Aaron Higgins, Mayor Pro Tem Tom Hutcherson, Councilmember Shannon Valim, Councilmember John Wilcher, Councilmember Craig Call, City Attorney

Matthew Saxon, City Manager Chris Lightle, Finance Officer Kiley Fusco, Clerk of Council

Absent: Wesley Bashlor, Councilmember

II. CALL TO ORDER

Mayor Karen Williams called the hearing to order at 6:00 p.m.

III. INVOCATION

City Manager Matthew Saxon gave the invocation.

IV. PLEDGE OF ALLEGIANCE

City Manager Matthew Saxon led the pledge.

V. MILLAGE RATE PUBLIC HEARING #2

Finance Officer Chris Lightle reviewed the millage rate adoption process. Mayor Karen Williams opened the public hearing. Citizen Patrick Colpoys commented. Mayor Karen Williams closed the public hearing. No action was taken.

VI. ADJOURNMENT

Councilmember John Wilcher moved to adjourn the hearing.

Motion to Adjourn; PASSED (5-0-0)

MOVER: Wilcher

SECONDER: Hutcherson

AYES: Carpenter, Higgins, Hutcherson, Valim, Wilcher

NAYS:

The hearing adjourned at 6:14 p.m.

| and are approved on this | The foregoing minutes are true and cor |
|-------------------------------|--|
| · | day of, |
| CITY OF POOLER, GEORGIA | |
| Karen L. Williams, Mayor | |
| ATTEST: | |
| Kiley Fusco, Clerk of Council | |



redule is confirmed.

Page 1 of 3

#7007

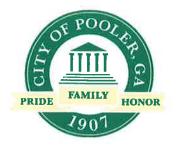
Updated MAY 2024

NOTICE TO APPLICANT

Applications must be submitted at least thirty (30) days prior to the event, no exceptions. Applications received with fewer than thirty (30) days' notice will neither be accepted, nor processed. No advertisements, fee collection, or orders should be made by the applicant (including online and on social media) until this application has been approved by the City's Mayor and Council.

- □ The application must be completed in its entirety. To speed up the process, please attach proposed event flyers, routes, maps, and any other supporting documents related to the event.
- Contact Business Registration at (912) 748-7261, ext. 118, to schedule an appointment to submit the application and pay the non-refundable fee of \$300/day (\$500/day for amusement park, carnival, or circus events) or email the form with supporting documents to finance@pooler-ga.gov and make a card payment over the phone. This permit is issued for a maximum of thirty (30) days.
- ☐ If seeking a waiver of fees, please indicate this on the application and attach, if applicable, your 501(C)(3) IRS letter. Please note that only Mayor and Council can waive fees.
- If your event will have food vendors (i.e., food trucks), state so on the application and indicate that food will be sold/provided. If food vendors are not indicated on the application, they will not be allowed at the event. (If alcohol will be served, this is not the correct form; please fill out the Temporary/Special Event Dispensing Alcohol Permit application.)
- The Police Chief, Fire Chief, and Parks & Recreation Director will review your completed application. At that time, each will make a recommendation for approval or denial and indicate what special stipulations, if any, must be completed prior to the application being presented to Mayor and Council. Following, Business Registration will contact you to inform you of the recommendation made and/or stipulations required by each department and provide you with contact information, if needed, to coordinate the use of police officers and/or emergency management personnel. You, the applicant, will contact all department personnel to schedule the use of staff as required.
- Business Registration will inform you when your application will be reviewed by the Mayor and Council (during a regularly scheduled council meeting). Please make plans to attend this meeting.
- ☐ If approved, the permit will be emailed and mailed to you within 2-3 business days of the meeting. If your application is not approved and you would like to appeal, contact finance@pooler-ga.gov.

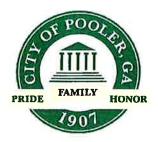
Date Received: The Received by: C.B. Fee Paid: \$ Secking waiver Approved Denied Special Stipulations: Meeting Date: Mayor's Signature: Event Information Event Information City of Pooler • Finance Department • 100 US Hwy 80 SW • Pooler, Georgia 31322 • (912) 748-7261 CCSC finance@pooler-ga.gov | www.pooler-ga.gov The Fair Cook Will be figure the baseball tournamer



Page 2 of 3

Updated MAY 2024

| Pooler Recreation Comp Event Address/Location | 1 | Entry | \$5,00 P \$20,00 fa Fee (if applicable) | erson imily lass |
|---|---|---|---|------------------------|
| Kids get to see a touch truck: Description of Event | • | ment, etc. Estima | 1500 - 3 000 ted Participants | Tamily Member |
| Will food be sold or given away? ☐ No Yes | Food Trucks | | | |
| Will alcohol be served? No ☐ Yes (If yes, | STOP, you have the wrong | form.) | | |
| Applicant Information | | | | |
| Jennifer Mullis Applicant Name | | Poolermon | SEVENTS REGINA | ail. Com |
| Applicant Home Address Applicant Home Address | Blvd. Guyton, G | A 31312 | 478-960- ant Phone | 8641 |
| Contact Name (if different from above) Buddies & Blessings Non-Profit Name (if applicable) Affidavit | 501 (C)(3) (RS Status (if applicable) 170(b)(1)(A)(v) | Contacted Waiver Request)-See the Indian | ed? Nes IN | o ction |
| I solemnly affirm and declare that the information best of my knowledge and belief. I understand the application or the revocation of any permit issues | on provided in this application that any false statements or o | is true, complete. | and accurate to th | ie. |
| I further acknowledge my responsibility to compordinances related to the event for which this perinjuries, or losses arising from or related to the required by the local government. I also agree to the information provided in this application. Applicant Name | ermit is sought. I agree to ass event, and I will obtain any ne | ume all liability for ecessary insurance | any damages, | d - |



Page 3 of 3

Updated MAY 2024

POLICE DEPARTMENT USE ONLY

| The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: |
|--|
| Approval Denial Date: 7/30/7074 Reviewed by: Osleley Brown |
| Contact Captain Bogdon co |
| FIRE-RESCUE SERVICES USE ONLY |
| Fire-Rescue Services have reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: |
| Approval Denial Date: Reviewed by: |
| Comments/Concerns: |
| See next page |
| PARKS & RECREATION USE ONLY |
| Parks & Recreation have reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: |
| Approval Denial Date: Reviewed by: |
| Comments/Concerns: |
| |
| |



Page 3 of 3

Updated MAY 2024

POLICE DEPARTMENT USE ONLY

| The Police Department has reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: |
|---|
| Approval Denial Date: Reviewed by: |
| Comments/Concerns: |
| See previous proje |
| FIRE-RESCUE SERVICES USE ONLY |
| Fire-Rescue Services have reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: Approval Denial Date: 7/25/21/ Reviewed by: 0.00000000000000000000000000000000000 |
| Comments/Concerns: NO REQUIREMENTS GWS |
| WE WILL HAVE TRUCKS IN ATTENDANCE. |
| |
| PARKS & RECREATION USE ONLY |
| Parks & Recreation have reviewed the application and the details of the event. Based on their findings and the requirements of the Code of Ordinances of the City of Pooler, the application is therefore recommended for: |
| Approval Denial Date: Reviewed by: |
| Comments/Concerns: |
| See rockt proje |
| |



Page 3 of 3

Updated MAY 2024

POLICE DEPARTMENT USE ONLY

| | | | | | of the event. Bas plication is there | | |
|-----------------------------------|----------------------------|-------------------------------|----------------------------------|-------------------------------------|--|--------------------------------------|--------------------|
| ☐ Approval | ☐ Denial | Date: | | Reviewed by: | - | | |
| Comments/Cor | ncerns: | | 4 | | | | |
| | | - 1 11 - 1 | | | | | |
| | | FIR | E-RESCUE S | SERVICES US | SE ONLY | | |
| Fire-Rescue Se requirements of | rvices have of the Code | reviewed the of Ordinances | application as of the City of | nd the details of Pooler, the ap | of the event. Base plication is there | ed on their findin fore recommend | gs and the ed for: |
| ☐ Approval | ☐ Denial | Date: | | Reviewed by: | | | |
| Comments/Cor | ncerns: | | | | | | |
| | | ΡΔΙ | RKS & RECI | REATION US | E ONLY | | |
| Parks & Recrea | ition have r | evlewed the a | pplication and | the details of | the event. Based | on their finding | s and the ed for: |
| | | | | Reviewed by: | / // / | | |
| New Dept. | | D New | 1 -1.1 | opening | clean - | s with | Rec |
| | | | | | | | |

Extra Information for the Special Event Permit Application

Non-Profit to Benefit from Touch a Truck

After Touch a Truck 2024 had to be canceled due to Pooler MOPS no longer being an active non-profit, the Pooler Community has been reaching out to the founder of this event (Jennifer Mullis) to bring it back since it was a beloved family event. There has been lots of planning and meetings to figure out how to make it happen, and we are excited to say we are bringing the event back! We are going to have the exact same event the community has come to expect, but the only change is there will be a different non-profit to benefit from it.

The new, local non-profit that will benefit from Touch a Truck 2025 is Buddies and Blessings, which serves older children/young adults with special needs. It is a place for them to find friendship, and they learn life and job skills. It is founded and run by Molly Marchese. Her husband is Joe Marchese of Marchese Construction. The IRS Determination Letter is included in this packet.

The Route

- See the Google Map for an overview.
- The plan is to use Preston Stokes Dr.
- The Attendees will park in the parking lot in front of the Pooler Recreation Complex.
- The event will take place behind the Pooler Recreation Complex.

The Event Map

- See the 2023 Map as an example of how vehicles and attractions will be placed behind the Complex.
- This map will not be exact for 2025 as I do not know at this point who the returning vehicles will be; however, it gives an idea of how things will be placed overall.

Security - Off Duty Police Officers

- One to direct Traffic at Preston Stokes and Pooler Parkway
- Two to patrol the event
- One to keep an eye on the two entry points where the money is collected



BUDDIES AND BLESSINGS INC 1525 DEAN FOREST ROAD SUITE 100 SAVANNAH, GA 31408 Date: 09/18/2023

Employer ID number:

92-3113830

Person to contact:

Name: Customer Service

ID number: 31954

Telephone: (877) 829-5500

Accounting period ending:

December 31
Public charity status:

170(b)(1)(A)(vi)

Form 990 / 990-EZ / 990-N required:

Yes

Effective date of exemption:

February 27, 2023

Contribution deductibility:

Yes

Addendum applies:

No

DLN:

26053634002573

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations

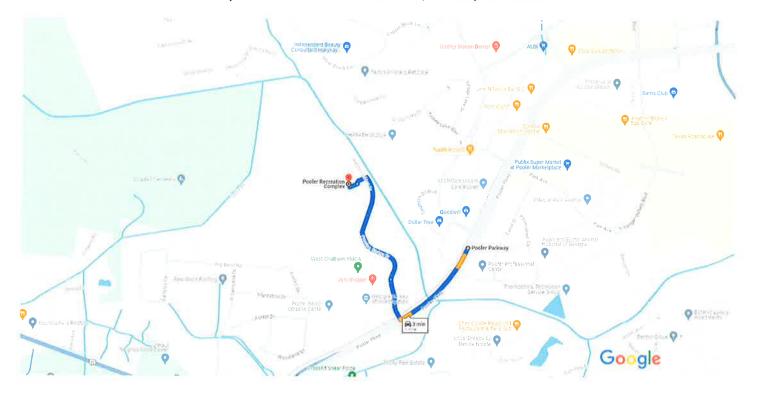
stephen a martin

Rulings and Agreements

Google Maps

Pooler Pkwy, Pooler, GA 31322 to Pooler Recreation Complex, 200 Preston Stokes Dr, Pooler, GA 31322

Drive 1.0 mile, 3 min



via Pooler Pkwy and Preston

Stokes Dr

Fastest route

3 min

1.0 mile

Route Overview

Map data ©2024

500 ft I

Explore nearby Pooler Recreation Complex

A STATE OF THE PARTY OF THE PAR

<u>en</u>

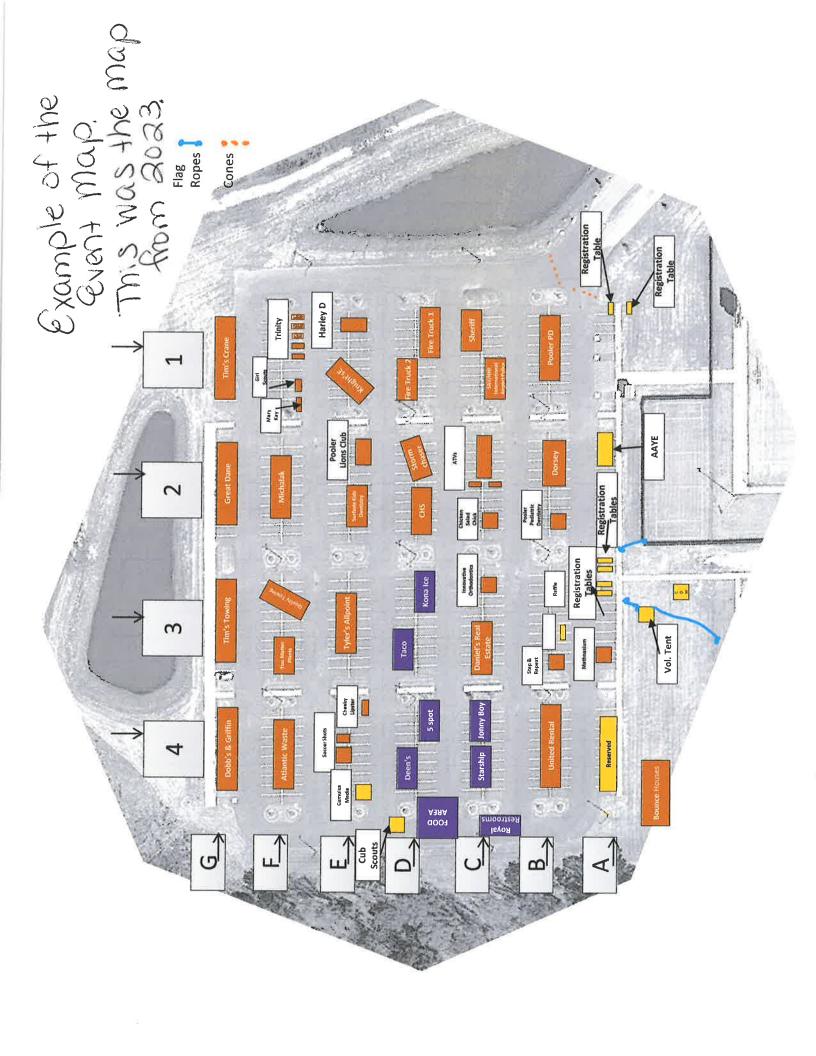
P

Restaurants

Hotels

Gas stations Parking Lots

More



6TH ANNUAL touch atruck

SATURDAY, FEBRUARY 22, 2025

This family-friendly event is a chance to get up-close and personal with giant trucks, heavy construction, public safety equipment, cool cars, and specialty vehicles.

This year's Touch a Truck will be the best yet, with even more vehicles and activities than before!

\$5 PER PERSON OR **\$20 PER FAMILY PASS** (up to 6 family members) **KIDS 12 MONTHS AND UNDER ARE FREE!**

INCLUDES VEHICLE EXPLORATION BOUNCE HOUSES, AND FUN ACTIVITIES!

> Food and beverages available for purchase



SATURDAY, FEB. 22, 2025 In Case of Rain:

PROCEEDS BENEFITTING

TIME: 10:00 AM TO 2:00 PM Horn free: 10:00 AM - 11:00 AM

AT POOLER RECREATION COMPLEX

200 Preston Stokes Dr.





| Bond No.: ES000176 | 60 | Principal Amount: | \$293,030.48 |
|--|---|--|---|
| Premium: \$1,465.00/2 | yr. MAINTENANCE AND V | VARRANTY BOND | |
| Project: 360 Commo | unities at Clear Lake, Phase | 1A | |
| City of Pooler Permit N | lo.: (if applicable) | | |
| Project Location: Cle | ar Lake Way & Marketplace | Way, Pooler, GA | |
| KNOW ALL MEN BY T | HESE PRESENTS: | | |
| address of 100 Blue Principal, here Everest Reinsurance hereinafter called 1340 Treat Blvd., Suite existing under the laws the State of Georgia, subdivision of the State Highway 80, Pooler, G of Two Hundred Ninety United States of America | the "SURETY," 450, Walnut Creek, CA 945 of the State of <u>Delaware</u> are held and firmly bound e of Georgia, by and throug eorgia 31322, (912) 748-72 -Three Thousand Thirty * ca, for the payment of which selves, their heirs, executo | registered busing a Surety and author the City of Poor the Its Mayor and Alde 15, herein called the Dollars (\$293,030.4 sum truly to be made "CONT" | insurer, chartered and orized to do business in oler, Georgia, a political ermanic Board, 100 SW "OBLIGEE," in the sum (8) lawful money of the e to Obligee, Contractor |
| | HE FOREGOING OBLIGAT ontractor has constructed | | |
| 360 Communitie | s at Clear Lake, Phase 1A | | |
| Project defined above a all applicable Ordinance | General Conditions, Drawin and herein. Contractor const es of the City of Pooler, in a guideline, conditions, etc. | ructed the improvem | ents in accordance with |
| NOW THEREFO of acceptance of this Bo | ORE for a period of <u>Twenty l</u> and by Obligee: | Four (24) months, c | ommencing on the date |
| 1. The defects in the Project respectively (excluding acts of nature) | he Contractor shall promptlesulting from faulty materials); | y and faithfully prote s, workmanship, desi | ct Obligee against any ign, or any other cause |
| | the event defects are foundating the defect or defects to | | ee shall promptly notify |
| 3. The Obligee and completes it | ne Contractor shall initiate repairs within a reasonable t | epairs within thirty (3 | 30) days of notice from |

4. Upon completion of repairing the defect(s), Contractor shall submit a written request for a final inspection of the repairs to Obligee;

- 5. Contractor shall pay all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond, the Code of Ordinances for the City of Pooler, and any other applicable local, state, or federal code, regulation, guideline, conditions, etc.;
- 6. Should Contractor fail to begin work within thirty (30) days of written notice from Obligee, Obligee shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Obligee,
 - elect to take action as it deems necessary to insure performance of the Contractor's obligations herein, or
 - submit a written request to Obligee seeking to repair the defect(s)
 as if it were Contractor in accordance with the terms and obligations
 herein, such request may be approved by Obligee in its discretion;
- 7. If repairs of any defect(s) are not commenced after expiration of the thirty (30) day period afforded to Surety in accordance with paragraph 6 above, Obligee may elect to repair the defect(s), and Contractor and Surety, jointly and severally, shall pay all expenses and costs of any kind incurred by Obligee, together with any damages direct or consequential Obligee may sustain as a result of the defect(s) or the failure to timely repair the defect(s); and
- 8. Obligee shall have the right to contract for repair of any defect(s) not timely repaired, with any repairs being awarded in accordance with all applicable local, state, and federal laws. Contractor and Surety, jointly and severally, shall become immediately liable to Obligee for any amount owed under such contract.

This Bond shall automatically renew unless released by Obligee in accordance with the Code of Ordinances for the City of Pooler, at which time the rights and obligations created herein shall be void. Otherwise, it remains in full force and effect.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Obligee.

Subject to any right or reservation set forth herein, Surety shall assume and perform any and all obligations of the Contractor upon the Contractor's failure or refusal to fulfill its obligations under this Bond.

IT IS FURTHER understood that should Obligee be required to institute legal proceedings in order to collect any funds under this Bond, venue shall be exclusively in the Superior Court of Chatham County, Georgia, and Contractor shall be responsible for any and all attorney's fees and court costs incurred by Obligee, together with interest from the date of default, at the rate permitted by The Official Code of Georgia, Title 7, Chapter 12, Article 1, Section 12 (O.C.G.A. § 7-4-12) or any amendments thereto.

[SPACE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:

| ES00017660, | this 10th | day of | Ar | oril 2024 |
|---------------------|-----------------|----------------|------|---|
| (SEAL) | | | | CONTRACTOR Clear Lake (GA) Owner I LLC |
| ATTEST: | | | | 1101 |
| WITNESS AS TO CONT | RACTOR | | | CONTRACTOR – Signature |
| WITNESS AS TO CONT | enlla RACTOR | w | 1 | Jesse R. Baker (Print Name) |
| | | В | By: | Authorized Signatory Title |
| (SEAL) | | | | COMPANY NAME |
| ATTEST: | | | | |
| | | | | Everest Reinsurance Company |
| WITNESS AS TO SURE | ΓY | | | SURETY (Print Company Name) |
| | | | | 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597 |
| WITNESS AS TO SURE | ΓΥ | | | Business Address |
| | | В | y: | Authorized Signature |
| | | | | (Print Name) |
| | | | | (Fint Name) |
| | | 0 | R | |
| (SEAL) | | | | SURETY'S AGENT |
| ATTEST: | ana | B ₃ | y: _ | Cathy & Hanney |
| WITNESS AS TO AGENT | | | | As Attorney in Fact (Attached Power) |
| Lisa Ybarra | | | | Cathy S. Kennedy |
| WITNESS AS TO AGENT | | | | (Print Name) |
| | | | | 0K07568 |
| | | | | Agent's License Number |
| | | | | Acrisure of California, LLC DBA: Rohm Insurance Agency, LLC |
| | | | V. | Agent's Name |

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

| *** | |
|---|---|
| County of Orange | } |
| On April 10, 2024 before me, _ | Susan E. Morales, Notary Public (Here insert name and title of the officer) |
| name (s) is/are subscribed to the within i he/she/they executed the same in his/he | actory evidence to be the person (s) whose nstrument and acknowledged to me that er/ their authorized capacity (ies) , and that by ent the person(s), or the entity upon behalf of |
| • | under the laws of the State of California that |
| the foregoing paragraph is true and com | |
| WITNESS my hand and official seal. | SUSAN E. MORALES COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027 |
| Notary Public Signature (No | tary Public Seal) |
| State Control of the | • |
| ADDITIONAL OPTIONAL INFORMATI | ON INSTRUCTIONS FOR COMPLETING THIS FORM |
| DESCRIPTION OF THE ATTACHED DOCUMENT | This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. |
| Bond #ES00017660 | • State and County information must be the State and County where the document |
| (Title or description of attached document) Everest Reinsurance Company | signer(s) personally appeared before the notary public for acknowledgment. |
| (Title or description of attached document continued) | Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. |
| Number of Pages Document Date_4/10/24_ | The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of |
| | notarization. |
| CAPACITY CLAIMED BY THE SIGNER Individual (s) | Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. |
| ☐ Corporate Officer (Title) | The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. |
| ☐ Partner(s) | Signature of the notary public must match the signature on file with the office of |
| ☑ Attorney-in-Fact | the county clerk. Additional information is not required but could help to ensure this |
| ☐ Trustee(s) | acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. |
| Other | Indicate the or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a |

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865



POWER OF ATTORNEY EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.





Everest Reinsurance Company and Everest National Insurance Company

C. Pour

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 10th day of APRIL 2024

SEAL 1973 SELAWARE *



Syp-Som

By: Sylvia Semerdjian, Assistant Secretary

Bond No.; ES00017659 Principal Amount: \$62,181.00 Premium: \$466.00/1 yr. SIDEWALK PERFORMANCE BOND Project: 360 Communities at Clear Lake, Phase 1A City of Pooler Permit No.: (if applicable) Project Location: Clear Lake Way & Marketplace Way, Pooler, GA KNOW ALL MEN BY THESE PRESENTS: registered business That Clear Lake (GA) Owner I LLC as address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322 PRINCIPAL." called and hereinafter Principal, **Everest Reinsurance Company** Surety, "SURETY." business address called the registered of hereinafter _, a Surety insurer, chartered and 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597 , and authorized to do business in existing under the laws of the State of Delaware the State of Georgia, are held and firmly bound unto City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the penal Sixty-Two Thousand One Hundred Eighty-One 00/100 and of sum), lawful money of the United States of America, for the payment of which well (\$ 62,181.00 and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT: WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following Said improvements 360 Communities at Clear Lake, Phase 1A improvements: require the installation of sidewalks, which shall be constructed within eighteen (18) months of the first date the subdivision plat for the described improvements is recorded with the Office of the Clerk for the Superior Court of Chatham County, Georgia, and in accordance with all applicable federal, state, and local rules, regulations, laws, etc. including without limitation the Code of Ordinances for the City of Pooler, Georgia. NOW THEREFORE, until this obligations hereunder cease as outlined herein: This bond shall not automatically expire, but in the sole discretion of Obligee, if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety, upon receipt of written notice from the Obligee indicating any non-performance or default by Principal, will complete the improvements or pay to the Obligee such amount up to the Principal Amount of this bond which will allow the Obligee to complete the improvements. In the event any non-performance or default is not cured within ten (10) days following the date of the written notice being received by Surety, Obligee may proceed to have the work completed. Upon completion, Obligee shall present a written statement of costs to Surety for any work completed pursuant to the terms herein. The Surety shall provide payment in full of the amount shown on the statement of costs to Obligee within three (3) business days of receipt of the statement of costs, up to the Principal Amount of this bond. The Surety shall pay all costs and expenses, including reasonable attorney fees incurred by Obligee in enforcing the terms of this bond.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Obligee.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

| | CONTRACTOR Clear Lake (GA) Owner I LLC a Delawase limited limitity comp |
|-----|---|
| | A - M |
| - | CONTRACTOR - Signature |
| | Losso A Ballis |
| = | (Print Name) |
| Ву: | Authorised Signatory |
| | COMPANY NAME |
| | Everest Reinsurance Company |
| | SURETY (Print Company Name) |
| | 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597 |
| | Business Address |
| Ву: | Authorized Signature |
| | (Print Name) |
| OR | |
| | SURETY'S AGENT |
| Ву: | Cherk L. Thomas |
| | As Attorney in Fact (Attached Power) |
| _ | Cheryl L. Thomas |
| | (Print Name) |
| | 0K07568 |
| | Agent's License Number Acrisure of California, LLC |
| | ACIISULE DI CAIIIONIIA. ELC |
| | By: |

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | } | | |
|---|--|--|--|
| County of Orange | } | | |
| On <u>April 10, 2024</u> before me, <u>S</u> | Susan E. Morales, Notary Public (Here insert name and title of the officer) | | |
| personally appeared Cheryl L. Thomas | | | |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | | | |
| | | | |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. | | | |
| the foregoing paragraph to true and con | OUGANE MORALES | | |
| WITNESS my hand and official seal. | COMM. #2444309 -I | | |
| Swan L. Morales Notary Public Signature (No | ORANGE COUNTY MY COMM. Expires April 14, 2027 | | |
| ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM | | | |
| DESCRIPTION OF THE ATTACHED DOCUMENT | This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from | | |
| Bond #ES00017659 | other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. | | |
| (Title or description of attached document) | State and County information must be the State and County where the document | | |
| Everest Reinsurance Company | signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared which | | |
| (Title or description of attached document continued) | must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her | | |
| Number of Pages Document Date_ 4/10/24 | commission followed by a comma and then your title (notary public). • Print the name(s) of document signer(s) who personally appear at the time of | | |
| CAPACITY CLAIMED BY THE SIGNER | notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. | | |
| ☐ Individual (s) | he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. | | |
| ☐ Corporate Officer | The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a | | |
| (Title) | sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the signature on file with the office of | | |
| ☐ Partner(s) | the county clerk. | | |
| ✓ Attorney-in-Fact☐ Trustee(s) | Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. | | |
| Other | Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a | | |
| _ | | | |

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865



POWER OF ATTORNEY EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.





Everest Reinsurance Company and Everest National Insurance Company

()

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Linda Robins, Notary Public

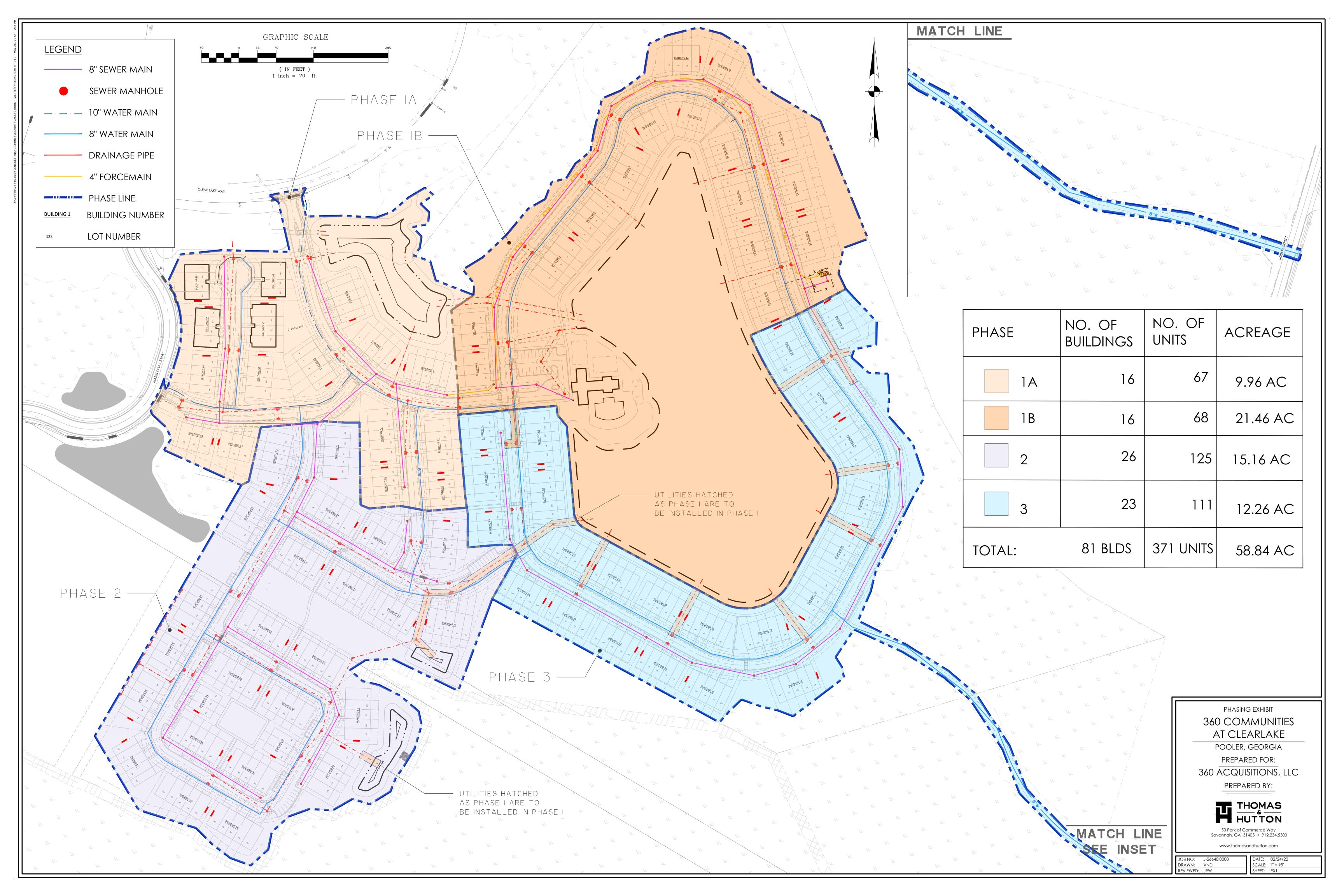
I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 10th day of APRIL 2024





By: Sylvia Semerdjian, Assistant Secretary





Public Works Certificate of Completion

June 28, 2024

360 Communities at Clearlake -Phase 1A,

The developers of 360 Communities at Clearlake - Phase 1A, completed all punch list items for this project. The City of Pooler Public Works Department approves the above-stated development to begin its warranty bonding period for UTILITIES, upon council approval.

Signed and Approved By:

John Winn-Sewer Superintendent

Public Public

☐ Private

Chris Costa- Drainage Superintendent Public

□ Private

Mark Williams- Water Superintender

Public ☐ Private

Shawn McNelly- Street Superintendent

☐ Public

Private

Tarra Duff Public Works Coordinator



September 20th, 2023

Ms. Kimberly Dyer Planning and Zoning Department City of Pooler 100 Southwest HWY 80 Pooler, GA 31322

Subject:

Warranty Bond Request (9/11/2023)

360 Communities – Phase 1A

Dear Ms. Dyer:

We have reviewed the request for 360 Communities Phase 1A – Warranty Bond, furnished by Thomas & Hutton, specifically the Schedule of Values and Unit Cost for the required bond.

For the Warranty Bond Request, the included infrastructure is as follows: Water Distribution System & Sanitary Sewer System.

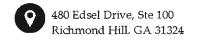
Based on the calculations provided by Nathan B. Long, P.E., with Thomas & Hutton, the cost of the included infrastructure is \$586,060.95, which is correct. Therefore, the calculated value of the 50% Warranty Bond of \$293,030.48 is correct.

This review was based exclusively on the information provided by the project design professional that is solely responsible for its content and the accuracy of that information.

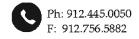
If you have you have any questions and/or comments, please feel free to contact me via email or phone at tshoemaker@eomworx.com or (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM









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

March 1, 2023

Ms. Kimberly Classen Zoning Administrator City of Pooler 100 SW Highway 80 Pooler, Georgia 31322

> Re: 360 Communities at Clearlake Phase 1A – Bond Estimate Approval J-26640.0008 Pooler, Georgia

Dear Ms. Classen.

We are preparing to submit a subdivision plat and performance bond for Phase 1A of 360 Communities at Clearlake. The project was approved for construction at City Council on June 6, 2022 and since that time, the project has been under construction. The project is being constructed in 4 phases per the phasing exhibit attached. The subdivision plat and bond submittals will be made under a separate cover, upon approval of the bond amount.

Please accept this letter and the following in support of this bond amount approval:

- Phasing Exhibit
- Contractor Payment Schedule details unit costs per phase
- Phase 1A breakdown of construction costs based on the contractor's Payment Schedule, dated February 25, 2023

The total construction cost remaining is \$1,663,529.82, and at the 150% performance bonding amount, the proposed performance bond would be \$2,495,294.73. Please provide our office with your approval of this bond estimate so that we may proceed with the bond and plat submittal related to phase 1A. Please contact our office with any questions.

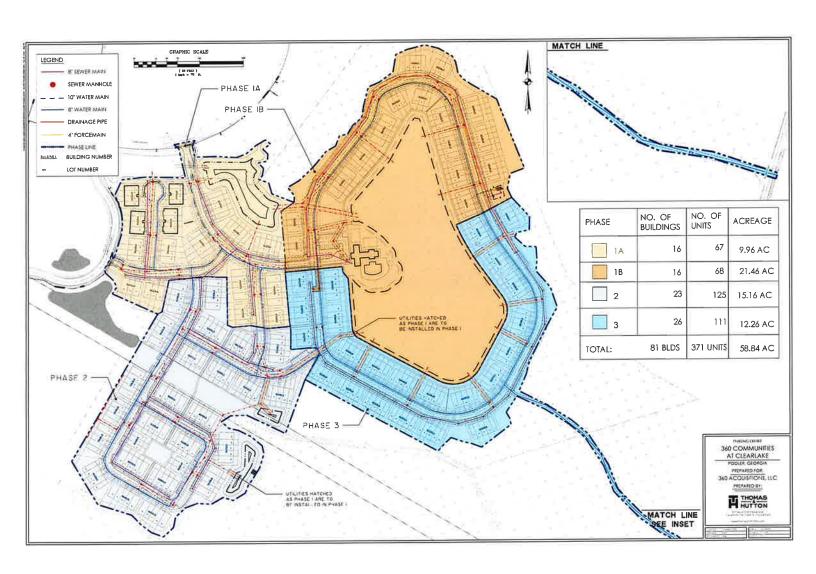
Sincerely,

THOMAS & HUTTON

Nathan B. Long, P.E.

Cc: Richard Phillips, Project Manager – Freehold Capital Management, LLC Michael Lerque, PE – Thomas & Hutton

Enclosures



Earnest G Application For Payment

y 9

Exempt Substitute.

Combacts shall shall Applications for Payment on the firm below, as such may be amended from time to time, on the last day of each month for work performed during such month or any portion thereof. Applications for Payment must be submitted to Owner electronically at Accounting Fundament of the firm below, as such may be amended from time to time, on the last day of each month for work performed during such month or any portion thereof. Applications for Payment must be submitted to Owner electronically at Accounting Fundament or the firm below, as such may be amended from time to time, on the last day of each month for work performed during such month or any portion thereof. Applications for Payment must be submitted to Owner electronically at Accounting Fundament or the firm below, as such may be amended from time to time, on the last day of each month for work performed during such month or any portion thereof. Applications for Payment must be submitted to Owner electronically at Accounting Fundament or the firm below, as such may be amended from time to time. Exhibit G

From the property of the column Lond K as applicable for the biding period. For quantity for E3 and E1 NEE for inner place over process implies as a feature of L to 16th under the 3. Where arrange are bidded on 2 TEXTE have placed attaches a counting of the personal principles are a feature of L to 16th under the 2 three arranges are bidded on a TEXTE have placed attaches a counting of the personal principle coverer. Invest worked, and industrial expenses insured. All sensess shall be industrial expenses insured. All sensess shall be industrial expenses. Contractor: IIIUI Project: Clear Lake 25 Feb 25 Feb Company Contract

OwnerBy Unit Unit Place Anicunt fotal Billed to Date
Quantity A B C Yeta Previous Billing Correct Billing Country Amount Quantity Amount % Complete Annuit | 399 | Sever Ltt Sub-| 921-44511 | 17 (3 1750 95) | Stort Fundament | 921-44511 | 17 (3 1450 91) | Stort Sub-| 921-44511 | 17 (3 1450 91) | Stort Sub-| 921-44511 | 17 (3 1450 91) | The (7 (3 1450 91) | The | 17 (3 1450 91) | The (7 (3 1 35 000 77 55 DHS 77 43.00 3 97.5/9.00 7.90 3 27.3/230 It indexes (No.-Cul arbite (No.)

It is decessed (No.-Cul arbite (No.)

It is a play a Combine (No.)

It is a play a Combine (No.)

It is play a Combine (No.)

It is a play a Combine (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a companion funda for Hope (No.)

It is con-culture, a con-culture, a companion funda for Hope (No.)

It is con-culture, a con-cu 2 965 37 756 1 22 37 36 2 66 17 30 56 1 72 37 30 1.5 35 36 66 5 35 36 36 1.5 72 36 5 1 12 37 36 1.5 72 36 5 1 12 37 36 4 15 45 5 5 7 13 36 4 15 45 5 5 1 12 36 4 15 45 5 5 1 12 36 601-M671 12 40 MIG DND 601-MADIA 1201015-005 601-MADIA 1201015-010 601-MADIA 1201015-015 601-MADIA 1201015-005 601-MADIA 1201015-005 1.00 0.50 5 500 00 8 700 00 0 50 1 5 100 00 67 00 1 5,115 00 67.00 9.715 00 601 PROTA 17 01 022 015 601 PROTA 17 01 022 115 601 PROTA 17 01 025 005 3.85 \$ 711.75 1.300.00 \$ 3.300.00 8.960.00 \$ 320.040.00 48 00 135 540 00 334.040.00 31.494.00 \$ 128.01.20 31.494.00 \$ 647.734.70 61.443.00 \$ 637.734.70 33.875.00 \$ 147.275.00 90.963.00 \$ 127.275.00 91.443.00 \$ 104.851.10 11.443.00 \$ 104.851.10 11.443.00 \$ 104.851.10 100 - 138 (837 00) 467 774 75 90 144 50 142 775 00 779 113 50 81 000 00 70 200 00 11,44100 13 453 10 40 877 00 \$ 101 777 70 40 877 00 \$ 151 277 70 40.871.00 40.871.00 151,272.70 151,222.70 001-PAGIA 17-201-050 005 001-PAGIA 17-201-050 005 001-PAGIA 17-201-050 010 SCT - MAGILA - 7,2 CT 000 CTS - 100 1 900 00 13 507 20 57 407 00 2 700 00 1350720 9740700 276000 100 400700 820000 90000 1,500.00 4,035.00 1500 00 4.035.00 Owner Dist. Bill Use
Grasins - Statuted
Sig Res
Sig Re \$16,800,00 \$30,\$13,090,00 \$50,00 \$5,000,00 145 00 6 00 200 00 14 800 00 11 770 00 1 000 00 100 1.873.00 290 DY 50 000 00 S 155,400 00 50 000 00 S 50,000 00 95 900 DG 30.00 16,650,00 210.00 8 116 550 00 180 00 - 5 278400 - 5 535000 - 5 216500 - 5 216500 - 5 216500 - 5 336400 - 5 336400 - 5 336400 \$19456 \$20000 \$19850 \$20875 \$36000 \$26440 | 601-8914 | 174-119200 | Connect to Existing Searce Macross | GO | Pages 1 | 191-10000 | Prof. Searce 12 | Prof. Searce 53743

1 EA 17,400 00 S

(virial II) Application (virial Payment

| 4 | | C | | 1 | Y | | 37 | _1_ | , | K | 16 | | M | - 7 |
|----------|---|--------------|---|----------------|---|---------------|------------------------------|----------|-----------------|----------|------------|------------|-------------------------------|---------------|
| 1000 | Cost | 175 | | | Ovi | deal Contract | | Total | terious filling | Quantity | BiOtno | % Complete | Total Billed to Date Quantity | Amou |
| Job | Code | No. | Service | Greantity | | | Amount | Quantity | Amount | | Amuet | % Company | Quantity | 5 1,5 |
| PATTA | 13 10 115 000 | | Manhouse da O-B (Coled Min) | 1 1 | EA | 6.295.00 | | | \$ 1,571.75 | 7 | 1 | 25% | | 5 25 |
| PADIA | 12 10 115 005 | | Manhores 68° 0' 6' Overy | _ | EA | 3,420,00 | | | \$ 756510 | | 1 | 25% | | S 1,8 |
| | 12 10 115 030 | | Warnings 48" 6" 8" Deep | - 3 | EA | 3.775.00 | | - | \$ 707.50 | | - | 25% | - | \$ 2,0 |
| PADIA | 12 19:115 000 | | Wanning SK 8-10 Deep | - 3 | EA | 4,915.00 | | | | | • | 25% | | \$ 1. |
| | 12/10/15/045 | | Warreles All' 12-14 Deep | - | EA | 4,920,003 | \$ 8,433,00 | | \$ 1,730,00 | | - | 25% | | 5 2 |
| PADIA. | 12 10 115 000 | | Marhors KET 14-16 Deep | | EA | 5.435.00 | £: 10 910 00 | - | 3 AU150 | | 5 | 254 | | 5 - |
| | 75.054900907 | | Sewer Lift Station | | 19 | 31.75 | 1 905 00 | | | | • | D% | | \$ |
| PADIA | 12 10 120 015 | | 4 CF Force Main | - 6 | 1,9 | 31.754 | \$ 1,905,00 | _ | | - | | | - | 5 |
| | 19000000000 | | Sewer - Miscellatectus | 58 | EV. | 450 | 5 2.541.50 | - | | | | 0% | - | S |
| ATDAY | 12 10 130 025 | | Crista Backs | 55 | 1.8 | 15 101 | | | | | \$ | 0% | | 5 |
| PADIA | 13 10 130 030 | | Install Well pix and Dewater | 55 | DF | 2 850 003 | 5 17,100 00 | _ | | | 5 | | | \$ |
| ATCAPL. | 13 10 130 035 | | Dewatering - Bupply & Maintain | | | | | _ | | | 5 | 85 | | 8 |
| | 13 10 130 045 | | TV Test - Laterais | 1.766 | UF | 2.45 1.90 | 3 4,765 05 1 3,443 73 | _ | | | • | - 0% | | s |
| ATDAY | 12 10 130 050 | _ | Mandrel & Air - Test - Main/Mrs | 1,796 | LF. | 1.90 | 2 244174 | | | | 5 . | | | S |
| | 100000000000000000000000000000000000000 | | Drainage Pipe | | 100000 | 153200 | \$ 1,060,00 | | | | 5 | 0% | | S |
| PACIA | 13 20 210 00% | | Connect to Existing ST | - | EA | | | - | | | 5 | 0% | - | 5 |
| PADIA | 13 30 210 045 | | 49 FES | | EA | A 300 00 | \$ 4,000,00 \$ 3,600,00 | | - | | 3 | 0% | | 5 |
| | 13 30 210 085 | | PLUG 45' PPES | 1 | EA | 2 NGC 00 | \$ 5,000,00 | | | | \$ | 0% | | s |
| PAZITA | 12 30 210 090 | | 8" Supgrate Dran w/ Sock and Zx1 9" SAND | 2.560 1.540 | UF | 87 661 | \$ 42,300,00 \$ 69,580,00 | | - | | | - 05 0% | | 5 |
| PADIA | 12 29 210 100 | | 18" RCP Starm Olse | | | | | | - | | 3 | - 0% | | Š |
| PADIA | 12 20 210 105 | | 34" NCP from Ose | | 1,F | 84 50 | \$ 26 A84 00 \$ 8,000 00 | - | - | | | - UN | 1 | - |
| | 12 20 210 125 | | AT RCP Stam Dan | 40 | | 770.00 | 5,100,00 | | | | • | 0% | | Š |
| PACIA | 13 30 210 410 | | Storm Fest Clean Inspect | - | 1.5 | 5,500 00 | 5,100,00 | | - | | \$ | 1 | | s |
| | 100000000000000000000000000000000000000 | | Storm Drain Concrete Structures Curb Was - Rail Over CB w/S07 6" S0D each way | 17 | EA | 6.650 001 | 5 116,450.00 | - | | | 1 | - N | | 0 |
| HACTA. | 12 20 225 005 | | | | | 6.850.001 | 3 940000 | | | | - | 0% 6% | | - |
| ATDAM: | 13 30 235 065 | | Storm Mannole | - 2 | EA. | 4,700.00 | | | | _ | - | 0% | | - |
| FACIA | 12 30 205 175 | _ | Hora Sprivate/Curtait - Porte (2) | 36 | SY | 125 001 | \$ 11,250,00 | _ | | _ | 1 | | | |
| | 120000000000000000000000000000000000000 | | Storm Drain Miscefanesus | 644 | | 19 30 | 5 12 429 20 | _ | | | \$ | 0% | | |
| DEPARTS. | 10 20 235 082 | | Select Bacieta in ROW any | 864 | | | | 100 | 25 715 23 | | 3 | 100% | 1001 | \$ 25 |
| | 13 20 235 094 | | Storm Draw - State Joy 1st Increase | 008 | | 23,715,234 | 23,779.23 | 130 | 23,218,24 | | 1 | 0% | | |
| PAGIA | 12 20 225 095 | | Stort Dan - 8's norsee to lock in pge | 9.08 | 1.5 | 287,61736 | \$ 39,503.44 | | | | \$. | | 4.1 | |
| | programa-chily is | 111111111111 | DW - Waterline Pipe | | 11/20/00/01 | | s 21.520.00 | - | | | 5 5046.65 | 29% | 1 | |
| -PACTA | 12 32 310 005 | _ | Comment To Eatg Wy 13X10 TS \$ 10" TV 19 MH | - 3 | E.A | 21.520 00 | | - | | _ | 3 3306 63 | 700 | | |
| JACOTA. | 12 30 310 005 | 1 | OW-Connect Exig 12" Water Man at Point Provided - | 1 | | 5.550-00 | 5 5590.00 | - | \$ 62154 | | 1 | 25% | - | |
| PACIA | 12 30 310 006 | | OW-F1PVC Witter Man | 101 | | 27.85 | \$ 2492.75 \$ 51,492.00 | - | E 12 870,00 | | 3 210875 | 32% | | |
| | 12 30 310 155 | | OW-E: PVC Water Main | | T. | | | | | | \$ 5136.00 | 33% | 4.0 | |
| PACIA. | 12 32 310 110 | | GAW-10" PNC YVWW MAIN | | Tè. | 65.101 | | | | | 1 | 25% | | |
| APPARTS. | 12 30 310 17% | | E' Fire Hydrant Leas | 65 | | 1560 | | | 795/02 | | 1 | 04 | - 1 | |
| -PAGIA | 1230310255 | - | OW-11HOPE Service Lateral | 2,500 | | | | - | | | 3 311579 | 21% | - 1 | |
| DACTA. | 12 30 310 300 | | COV: 11 Serves Lateral to 8" | - 49 | EA | 704.05 | \$ 34,300,00 | | | | 3 261336 | 15% | - 1 | |
| ATCAR-P | 12 32 310 306 | | OW-11 Service Lateral to 10" | 18 | | 800 00 | | | 1 | | 3 | 0% | | - |
| ATDACE. | 12:30:310:235 | | Test & Chimnete | _ | 1.8 | 4,500,00 | \$ 4,500,00 | | 1 | | 1 . | - 04 | | - |
| | | | DNY - Yaters & Efficies | | 1000000 | 2,550,00 | 7 450 03 | | \$ -14(24) | | 3 3324 00 | 68% | | 5 3 |
| -FA21A | 1230315915 | | DW: 8' Gate Valve & Valve Bite | _ | EA | 190200 | 1 390000 | | £ 915-00 | | 5 1 802 95 | 71% | | |
| DIAM'S A | 12 30 315 000 | | CAV-10" Gate Valve & Valve Box | _ | TA. | | | | | | 5 443221 | 25% | | 5 31 |
| PASTA | 12 30 315 679 | | OW MISC Finish | | 1.9 | 107 455 00 | 107 655 00 | _ | \$ 25,94375 | - | 2 244221 | - 475 | 111 | - |
| | | | DW - Waterline Appurtances | _ | UP0026511 | | 11 10 11 | | 4 44550 | | S 9255 62 | 76% | - 1 | |
| PA01A | 12 30 320 610 | | CAVI-Five Hydrands will!" Valve & Valve tick | _ | EA | 6,150,00 | \$ 54,300,00 | _ | F 4.515.00 | | 5 | 700 | 1.7 | |
| | | | Commercial Water Miss. | F | | - | | _ | | | 2 | 5% | - | |
| PATIA | 12 30 345 030 | | Consider Startafold | 132 | CT | 430 | 1 1344 00 | - | | | - | - 04 | | |
| | | | Payettent | - | 1100000011 | | | _ | | | 4 | 5% | | |
| PATIA. | 12.43.410.035 | | Pavement GAB Tamp Turnersons (F Crusted Carcette) NOT Surplus | 1,190 | BY | 9 95 | \$ 11.442.50 | | | | | | | _ |
| ATCAS- | 12 40 410 040 | | Peddmat Patric Onderayment at Intersection - NOT SHOWN | | SY | 6 00 | _ | | | | | | 4 4 | • |
| | | | ON PLANS | _ | _ | | , , | | | | • | | | $\overline{}$ |
| | | | Asphatt(AC) | 0.00 | 10000 | (4) | 44 147 14 | _ | | | \$. | 0% | | |
| PA21A | 12 40 415 005 | | Prime Cost | 6,235 | SY. | 1.65 | \$ 10,787 75 | | | | 9 | 576 | | |
| PATIA | 12 40 415 913 | | 1 5" Augment Surface Course | 6,735 | SY | 12.35 | 1 17 002 25 | _ | | | 5 . | G% | 1 | |
| JAZIA: | 12 40 415 000 | | Tack Cost | 3.731 | | 0.53 | | | | | 5 | 5% | 1 | - |
| FAGNA | 12 40 415 025 | | 7 Bose | 3,731 | SY | 15.50 | 1 10,000.02 | | | | | | 1 | |
| | | | Appregate Base (AB) | 100 | THE COURT | | | | | | 5 | 5% | | |
| PACIA | 12.45-425-025 | | N' Gradest Appyreprix Base Course | 6,220 | SY | 25 01 | \$ 756,186.75 | | 100 | | 5 | | | |
| | | | Curb & Gutter | | 10000 | - | 4 44 44 14 | | - 12 | | 2 . | - 24 | | - |
| PATTA | 12 43 415 005 | | 18' Rollmer Curb & Guber | 2,977 | T.E. | 17.70 | \$ 12,697,00 | | | | | - 66 | | - |
| PACIA | 1240435010 | | 18" Srandard (Vertice) Curb & Guthr | 1 200 | LF | 23.00 | \$ 27,600.00 | | 1922 | | 5 . | - 53 | | |
| | | | Aidewick | | 110000000000000000000000000000000000000 | | 2 20 20 20 | | | | \$. | - 6% | | - |
| PACIA | 12 43 443 005 | | A' Sidewalk (non-cit arein (ttb)) | 120 | 57 | \$3.00 | | | | | | - 5 | | |
| PACTA | 13 43 443 015 | | Fina Gradulfor Sidewalk | 120 | | 7.50 | | | | | \$ - | 55 | - | |
| PACTA | 13 43 440 000 | | Handcap Remp - Includes 16 of sorwers on each side | 19 | EA | 2,750 001 | | | | - | | 20 | | |
| MAZTA. | 12 43 440 225 | | Fine Olassifer reC Hampletty | 14 | EA. | 200,00 | \$ 2,400.00 | | | | 1 | 279 | | |
| | | | ST Signage - Striping - Facilities | | | 2000 | 1000 | | - 4 | | - | - 12 | | |
| I/PACTA | 12 43 460 515 | | Thermo Stop Bars | - 4 | .EA | 545,00 | | | - 4 | | 1 | 2 | | 5 |
| PACIA | 12 43 460 530 | | Thursto Cristalways. | 1 | EA. | 1.135.00 | | | | | 1 | 8 | | s |
| APDIA. | 17.43.490.605 | | Specially Fratto Right | 1 3 | EA. | 1,615,001 | 1 6,545,00 | -6 | | | 1 | - 0% | | |
| | 12.43 202 003 | | Parking Pavement Markings | | 1.6 | 226.00 | \$ 229.00 | | - | | 1 | 294 | | <u>s</u> |
| | | | Power Conduit | | | - | 40.0 | | | | 1 | | | <u>s</u> |
| 21011 | 12 50 010 013 | | # Ctedut | 2,910 | LF | 14:00 | \$ 40,740,00 | | | | 1 | | | \$ |
| | | | | | | | | | | | | | | S |

Eshibit Si

Color II.

| | | | | 1 6 | - | | - 0 | - | 1 | - 8 | - 1 | | M . I | N. |
|------------------------|--------------------|-----|---|----------|--------|-----------------------|-----------------------------|--------------------|------------------|----------|-------------|------------|----------------------|--------------|
| _ ^_ | Cost | - 6 | D | _ | | regimal Contract | | Tetal | Previous Billing | Curren | billioning | | Total Billed to Oute | |
| Jen | Code | No. | Service | Quantity | Unit | Unit Price | Ampont | Quantity | Amount | Guantity | Amount | % Complete | Quantity | Amount |
| | 12.01.013.000 | | Site Cen - Misercyston | | LS | 5 500 00 | | 1.00 | | | 9 | 50% | 100 | \$ 5,500,00 |
| BIDAM-TON | 12.01.015.910 | | Site Con - GPS, Staving | - 1 | 1.5 | 13 570 00 7 140 00 | \$ 13,570,00 | 0.50 | 8,785 00 | | 1 | - 25 | 0.00 | |
| 601 PAQ19 601 PAQ19 | 13 01 015 016 | - | Site Con - Materials & Compaction Testing for Rooms Site Con - Sions Testing for Parts | - 44 | | 145 001 | | 88.00 | B 850 00 | | 5 . | 100% | 58 00 | \$ 9,660,00 |
| 601-PA018 | 12 04 015 035 | | Title Con - Asbutts | | 1.5 | £ 500 00 | 1 4 500 00 | | 1000 | | 5 | - 5 | - | 5 |
| -1.110-00-1.10.1 | Vigorian (m) | | Finish Grading | | 3.7 | | the second | | | | 5 | in. | - 9 | 1 . |
| E01-PA01B | 12 07 050 005 | | Fine Grade Sup-Grade for Curp | 1.03 | UF. | 3.35 | 5 13:051 56 5 A 087 40 | _ | | | 5 : | 55 | | 1 : |
| 601 PAD18 | 12 01 050 010 | 1 | Chesa Behina Cura If the Crede Hours Sub-Grede | 6.573 | | 3 35 | | | 2 | | 5 . | - 05 | | 5 . |
| 601 PACTS | 12 01 050 020 | - | Fire Grade GABC & Paving Prep. | 9.675 | | 3 35 | 3 23 031 25 | | | | 5 . | - 55 | | 1 |
| 601-PA01B | | | Firm Crade for temporary furn around | 1,150 | 51 | 1 501 | \$ 1,725.00 | | | | \$ | | | 5 |
| 601/PAG1B | 12 01 050 025 | | \$Final grade stone for temp, turn around | 1.150 | | 1.50 | 1,725.00 | | | | 1 | - 5 | - | 1 . |
| GOT-PACTE | 12 01 050 mm | 1 | Fine Grade Areas Cutside Pavement | 31,722 | | 0 50 0 50 | | | - | | \$: | 50 | | 5 |
| 601/PA01B 561/PA01B | 12 91 050 me | - | Final Grade for Grassing Final Grading - General | 51,902 | 1.5 | 37 (231 (00) | \$ 37 031 00 | | - | | 1 | 679 | | 1 . |
| 1621 (1962)18 | 12 CT DOG EISS | | Eresius Control | | -05 | 71,0000 | 0.74601 | | | | \$. | | | 1 |
| 601-PA01B | 12 01 065 915 | | Communition Enfrance - Install and Maintain | | | 1 900 00 | | 1 00 | | | 5 | 100% | 1.00 | |
| 601-PAC1B | 12:01:060.005 | 1 | Sit Femos - Sidt ANS (7PFA) timpa Row | 382 | 1,6 | 3.35 | 2 7553.00 | 380 00 | 1,773.00 | | 5 | 100% | 1540 (0) | |
| 601-PA218 | | | Sit Fence - Set -S (TP-C) Dhible Rhim | 1540 | LF. | 5 95 3 00i | \$ 1,800,00 | 1,540.00 800.00 | | | 1 : | 100% | 800 00 | \$ 1,000,00 |
| 601-PACTB 601-PACTB | | | Tree Protection - Orange Fattre Inlet Protection - Gettine Paying | 1 20 | | 165 00 | 5 495000 | 800 00 | 1,800,0 | | 3 | 6% | | |
| 6G1-PAG1B | 12 01 065 000 | | Iniat Protection - After Paying | 14 | ZA. | 100 OC | 5 1,400,00 | | 100 | | 5 . | . 95 | | 1 . |
| 601-PA01B | 12 01 065 070 | | Dranage Drick for Barfield use | 1500 | LF. | 269 | | 1,550.00 | 4.015-00 | | 5 | 100% | 1,500 00 | |
| 601-PA01B | 12:01:065:075 | | Grassing (Stational) | 51,922 | SY | 0.68 | 5 35,336,96 | | 1 700 | | 1 : | - 8 | | s - |
| 401-JA401B | 10 01 065 060 | | PD RAD | 129 | SY | 170.00 | \$ 16,560,00 | | | | 1 | - 65 | | |
| ens dance | 12 01 070 010 | | Earthwork - Miscellaneous Carthwork Was - Control | - | 1.94 | 20,000,00 | \$ 22,000.00 | | | | 3 | 3% | | |
| 901-29010 | 13 61 010 000 | | Sanitary Sever Pipe | | -10 | - | - | | 100 | | 3 | - | | 1 . |
| 601-PA218 | 12 10 110 005 | | Connect to Earthing Server Marinda | 1 | EA | 00.53 | 5 | | | | 3 | | | |
| 601.3M018 - | 12 10 110 020 | | 8" PVC Sever 0:6 | 806 | LF | 44.005 | | | 3 847310 | | | 225 | | \$ 447360 |
| 601 PAC1B | 12:10:110:025 | | B" PVC Sever 6 4 put | 526 | 1,8 | 50.00 | | | 5 5,260,60 | _ | 1 | - 625 | | 1 7777 |
| 601-PASTB | 12 10 110 010 | | IF PVC Sever 10-12 cut. IF PVC Sever 10-12 cut. | 20 | | 53 00 56 50 | 5 17 034 50 | | 3 100843 | | 3 | 25% | | \$ 3008.0 |
| 601-PA21B | 12 10 110 810 | | St. PVC Sever 12-12 Ext. | 271 | 18 | 60 00 | \$ 15,750,00 | | 5 # 661:00 | | 1 | | - 1 | \$ 4,065,00 |
| 601-BA010 | 12 10 110 175 | | Sever Service Connections | 91 | EA | 670,00 | \$ 54,270.00 | | | | 3 6.89101 | 325 | | |
| 601-84018 | 12 10 110 185 | | 4" PVC Service Lateral | 2.826 | 1,F | 20.50 | \$ 51,583.00 | | | | 3 | 8% | | 1 . |
| - | and the second | | Sawer - Manhates | - 10.10 | EA | 5 420 00 | 11000 | | \$ 2565.00 | | 1 | 25% | - : | \$ 2565.00 |
| 601-PA218 601-PA218 | 12 10 115 025 | | Various 48' 0'-9' Detti Various 48' 6'-9' Detti | 1 | EA. | 377500 | 5 13 760 00 5 11 325 00 | | 5 269125 | | 1 | 18% | | |
| 601-PAC18 | 12 10 111 220 | | Marroes 48" #-10 Deep | - 1 | ZA. | 4.015.001 | | | 5 1017.25 | | 3 | 25% | | \$ 3,011.25 |
| GC1-PACI1B | 12 10 115 040 | | Mannoes 48' 10-17 Deep | - 2 | EA | 4 385 00 | \$ 4.770.00 | | 3 2,392,50 | | 1 | 38 | | \$ 2,192,5 |
| GOT-PACITIES | 12 10 115 045 | | Wannoes 48" 12-14 Deep | | EA | 4 920 00 | 5 5 543 00 | | 5 2,460,00 | | 1 | 94 | | \$ 2,727 % |
| 401.PA01B | 12 10 115 010 | | Warnoes 48" 18-16 Deep | 1 2 | EA. | 5 455 004 | \$ 12,910.00 | | 3 279750 | | | 25 | | |
| NOT-PACED | ** | | Sewer Lift Station | 1766 | 15 | 37.75 | \$ 546-550 | | 5 (3.634.4) | | 1 443411 | 42% | | \$ 22.748.5 |
| 401 PACE 0 | 12 10 120 060 | 1 | Course ARV in Manners | 1 -04 | 1.9 | 14.650.00 | 5 14 650 00 | | -1.00 | | 1000 | 579 | | \$ |
| -3011C301M- | 110-2-17-17 | | Sewer - Miscellanenus | - | - 11 | 111 | | | | | 5 | - 500 | | \$. |
| | 12 10 133 025 | | Chare flackfd | 712 | | 450 | 1 173430 | | | | 1 . | 200 | - | 1 : |
| 601.PAC18 | 12 10 130 030 | | Install Well sits and Deward | 363 | | 18 50 | \$ 5325.50 | | - | _ | 3 . | 9% | | - |
| 601-PAC18 601-PAC18 | 12 10 130 033 | 1 | Owesting - Supply & Mercan TV Test - Lames | 2926 | | 2 MSC 001 | 2 716870 | | - | | 5 . | 5% | | 5 |
| 601 PAC18 | 12 10 130 000 | - | Mandar & Arr - Test - Man/Mrs | 2136 | | 1.95 | 6 416130 | | | | \$. | | | \$. |
| | | | Draitage Pipe | | 1577.0 | | - 2000 N | | | | 1 | | | \$. |
| 601-MA019 | 12 29 210 DNA | | Phys IRC RCP | 1 | EA. | 2,800,00 | 5 2,800,00 | | - | | 1 | 5% 6% | | \$. |
| 601-PA01B | | | 5" Biograde Dram art focusing SAND | 7,600 | | 21.15 67.00 | S 33 840 00 S 182 345 00 | | - | | 1 | - 57 | | 5 |
| 601-PA21B | 12 20 210 100 | - | NF NCP Spirit Dian 24" NCP Spirit Dian | - 43 | | 9450 | S 182 200 00 | | _ | | 1 | - 5% | | 3 . |
| 601 PA218 | 12 30 210 115 | - | SP ROP Stare One | 216 | UF | 140.00 | | | - W | | 5 | - 0% | | 2 |
| 601 PA218 | 12 20 210 125 | | AST RCP Store Dran | 564 | | 220.00 | 5 216 480 00 | | | | 3 11230946 | 515 | | \$ 132 929 H |
| 601 PA019 | 12 20 210 410 | | Blorm Test, Cinet, Inspect | - 1 | 1.5 | 5.100.00 | S 5 100 00 | | Y | | 1 | | - | 3 |
| | | | Sterm Grain Concrete Strustieres | | 54 | 2 10 000 | \$ 191,800,00 | | - | _ | 1 . | 775 | | |
| 601-PA019 | 12 39 225 009 | | Curte tried : But Char CB ar Of N° SOO Assist way Crate that ar Of N° 500 each way | 29 | 12 | # 950 00 9,250 00 | 5 10,500.00 | | - | | 5 . | 254 | | 1 . |
| 601-84016 | 12 30 224 000 | - | Storm Manhole | 1 1 | EA. | 4,700,00 | | | | | \$. | 256 | | 1 . |
| 601.74619 | | | Correct Mouttaine | 1 2 | EA. | # #50 00s | \$ 9,700,00 | | | | \$. | 24 | | 1 : |
| | | | Storm Crain Miscellaneous | | - | - | 10 00000 | | | | 1 | - 18 | | 1 : |
| 601.PAZ16 | 12 20 225 000 | | Servet Basical in ROW any | 792 | CA. | 19:30 | 5 15,09240 | | - | | 1 : | - 5% | | 1 : |
| THE REAL PROPERTY. | VALUE AND ADDRESS. | | OWY - Youtertine Pige | | 78 | 4,600,000 | \$ 4,000.00 | | | | 1 | 0% | | S . |
| 601.PA019 601.PA019 | 12 30 310 004 | | CAN Connect Evry E' Water Main at Point Provided. | 1.543 | | 49.50 | 5 91 660 00 | | \$ 2201740 | | \$ 7,909.75 | 75% | | \$ 22,845,35 |
| 601.PA210 | 12 30 310 (75 | | E Fre Hydraff Lead | 100 | UF | 53 00 | \$ 4,240.00 | | \$ 1,660,00 | | 5 | 25% | | \$ 1,060.00 |
| -621-PACTE | 12:35:310:295 | 1 | ONY !" HORE Service Caretal | 2,210 | | 10.54 | | | \$ 6.013.50 | | 1 | 725 | - | 5 60135 |
| 401 PA01B | 12 30 310 330 | | CAV.) ', Siervice'; stensi to \$' | 10 | | 700.00 | \$ 49,000,00 | | 5 12 250 20 | | 5 10 165 43 | 20% | - | 5 22.413.4 |
| €01./W01B | 12:30:310:335 | | Test & Chloroste | | LS | 4500.00 | \$ A 500 00 | | - | | 3 | | | 5 |
| 601-PW018 | TA DE BLA CIA | | GW - Valves & Fittings GW - I' Gate Valve & Valve like | - | Ϋ́Α | 2 550 00 | 5 5 100 00 | | 5 1,275-00 | | 1 729400 | 50% | | \$ 3491.00 |
| B1DA9-103 | 12 30 313 115 | | DWWSC Fings | 1 | LS | 15 105 00 | \$ 73,105-00 | | \$ 19.219.25 | | 5 4412.71 | 31% | | \$ 22,728.46 |
| . 00, | The second second | | DW - Waterline Appurtunces | | | 1 | - | | | | 1 | | | 1 . |
| | | | | | | | | | | | | | | |

Appendix Far Page

| - | | C | D | E | | | 11. | | - | K . | - C | | м | . N |
|--------------------|--------------------------------|----------|--|---------------|------------|------------------|------------------------|----------|----------------------|----------|--------------|------------------|-------------------------------|--------------------------|
| 773 | Cost | 100 | | | Or | goul Contract | Edition 14 | Yartet 1 | Previous Billing | Current | Amount | | Total Billed to Date Opentify | Amount |
| Job | Code | No. | Service | Quantity | Dag | Line Price | Amount | Quantity | Amount | Quantity | 5 12 340 84 | *Complete 75% | Quantity | |
| 601.PA215 | 12 10 339 010 | | DW-Lite scholates mg, Anna g Anna gos | - 4 | EA | # N30 CC | 34,400,00 | | 100.00 | | 5 12 340 64 | 70% | 19 | |
| The bearing | 12 30 345 630 | | Dimentic Water Misc. | 267 | CY | 4 50 | 1,273.50 | | - | | \$ | 17% | - 13 | |
| 601.59618 | 12.30 MS GIO | | Parment | 14701 | | 700 | | | + 1 | | 1 | | | |
| 401-94016 | 12 40 410 635 | | GAS Temp Tumaroungs#* Crushes Concrete; | 7,150 | 3T | 995 | 11,442.50 | | | | 1 | - 15 | - 1 | |
| | 12 40 410 040 | | Petromat Fabric Underlayment at Intersection - NOT SHOWN | | SY | 6 00 | - | | 20 | | | | 31 1 | 4. |
| EDI PARIR | 12 40 410 040 | _ | ON PLANS | | | | | | | | 1 | | | |
| CONTRACTOR | 12 40 415 000 | | Asphalt IACL | 6.573 | 24 | 1 05 | 11,343.75 | | | | \$ 22. | 175 | | |
| 601.04016 | 12 40 415 815 | - | 1 5' Aspirat Surface Course | 9.675 | SY | 12 35 | \$ 84,906.25 | | | | 1 | 5% | | |
| 601-24019 | 12 45 435 630 | | Tack Cost | 426 | -5Y | 0.53 | | | | | 5 | 5% | - : ! | |
| 601-RADIN | 12 40 415 025 | | 2' Sinder | 526 | -58 | 15.50 | \$ 100.40 | | - | | 1 | - 5% | - 1 | |
| was street | 10 ab 124 ab | | Aggregate Base (AB) | 6.675 | 51 | 25.05 | 172 218 75 | | | | 1 . | 174 | 10.0 | |
| 601,490(19) | 12 40 425 025 | | IV Graded Appregate blank Course Corts 6 Outlier | - 220 | - | | Own Colored Town | | | | \$ | ===== | | |
| 621.84210 | 12 40 A30 005 | | 118" Humper Curb & Guber | 2,193 | 1F | 17.70 | 38.616.10 | | | | 1 | 200 | | |
| 621.89216 | 12 40 435 (11) | | 18" Standard (Vertical) Curb & Gutter | 7.500 | UF | 23.00 | 53,900,00 | | | | 1 . | | | |
| | | | Lidewalk | | min(r) (1) | | 11,356 00 | | | | 1 | - 25 | - 1 | |
| 621.84218 | 12 40 440 005 | | & Sidwarh (non-list areas any) | 212 | 51 | 63 00L | 1 1500 00 | | | | 1 | 5% | - 0 | |
| 601-PAC18 | 12 40 440 070 | | Fine Grade for Setewalk Handcap Ramponia | 1 -04 | EA | 1 GHZ C01 | 1 900 00 | - 1 | | | \$ | 0% | | |
| 401-8401B | 12 40 440 070 | - | Dramboah Rama - Indicates 16 of Edmank on each side | 1 1 | EA | 2,750.00 | \$ 16,500,00 | | | | 5 + | 0% | - | |
| 601.04018 | 12 40 440 025 | | Fine Crade for FSC Hampiony | 10 | EA | 200.00 | 1 2,000,00 | | | | \$ | 0% | - : | |
| | | | ST Signage - Striping - Facilities | | - | 124.55 | 1 107 11 | | | | \$ | 0% | | s . |
| | 12 40 450 015 | | Parmo litra lian | | EA EA | 1,135.00 | | | | | \$ 2 | 256 | | |
| 601-PACTE | 12 40 460 020 12 40 460 025 | _ | Therms Cristianits Spenists Traffic Signs | 1 | EA | 1,913,001 | | | | | \$. | 0% | | |
| ect Alexand | 12 40 440 040 | | Faring Pavement Marrings | 1 - 1 | LS | 2 A77 00 | | | 7.7 | | \$ | 0% | | |
| - 401759010 | 12,49,409,509 | | Power Candult If Condult | | 1000 | | | | | | 5 + | | | |
| 601-PA018 | 12 50 510 015 | | 8"Condut | 2,760 | 1,5 | 14.00 | 38 640 00 | | | | 2 2 | 0% | | - |
| | | | | | | | | | - | _ | 5 | | | |
| | | | Title Prep & Gen Mcbillcation | | LS | 5,500,001 | 5.500.00 | 1.00 | 5 500 00 | | 5 . | 100% | 1 00 | \$ 5,500.00 |
| EOT PAGO | 12 01 015 005 | - | Six Con - Monocanon Six Con - GPS Staring | 1-1 | 1.8 | 24,940,00 | 24 640 00 | 0.10 | 12,470 00 | | \$. | 50% | 0.50 | \$ 13 ATO 00 |
| 601 FA03 | 1201015015 | | Site Con / Malerais & Compaction Testing for Roads | 1 1 | 1.9 | 13.125.00 | | - 2.65 | 2000 | 2 | 1 . | 0% | | |
| 601-PA02 | 120101500 | | Site Con / Sois Testing for Plans | 125 | EA. | 145/008 | | 175.00 | 18,125.00 | | 5 . | 100% | 125 00 | |
| 601.FA03 | 1201015 ED | | Side Con - Asbutts | | 1.9 | 4,500 (0) | 1 A500.00 | | | | 5 . | 0% | | |
| - | | | Finish Oracling Time Crace Sub-Crace for Cure | 5,720 | 1.6 | 3.35 | 19.152.00 | | | | \$. | 0% | - 1 | |
| 601 7400 | 12 01 010 001 12 01 010 010 | | Dress Behind Cuth | 5 720 | LF | 1.90 | 10,299,00 | | | | 5 . | 0% | - 1 | |
| | 12 01 050 015 | | Fire Groce Road Sub-Grade | 8 617 | 57 | 3.31 | 25.866.95 | | | | 5 . | | - 500 | |
| EQ1.#A03 | 1 13 01 050 1100 | | First Crace GASC & Paving Prep. | 8 617 | 57 | 3.35 | | | | | 1 | 0% 0% | | |
| 601,2403 | 1.13 01 050 023 | | Fine Grade for temporary furn around | 575 | EA. | 1 501 | 1 66250 1 66250 | | - | | 5 | - 5% | | |
| | 12 01 050 022 | | Final grade stone for temp, fure around | 575 64,767 | 57 | 1.50 0.94 | 67,176.32 | | | | \$. | 0% | - 1 | |
| 601 PA03 | 12 01 050 030 | - | Fine Grade Areas Cuts de Peverners Fine Grade for Grassing | 84 767 | 37 | 333 | 19 430 10 | | - | | \$. | - 24 | 2 4 5 3 | 5 |
| 601 FACO | 12 01 050 033 | | Finan Crading - General | 1 | 1.6 | \$3,625.00 | 1 53,625,00 | | 100 | | 1 | - 05 | - 1 | |
| | | | Eresian Contral | | | | | | | | 1 . | 100% | 100 | \$ 1,900.00 |
| | 12 01 065 015 | | Convinced A Emplano i Install and Martain. | 117 | EA. | 1 800 001 | 1,900 00 | 1,171 00 | 1 900 00 3 922 B5 | | 1 : | 100% | 1,171 00 | |
| ROT-PACE | 13 01 065 015 | | Sid Funds - Bell-hig (TP-4) Single High | 1533 | LF. | 490 | | 1,571.00 | 3922 0 | | 1 . | 0% | | \$. |
| NOT PACK | 12 01 065 540 | | Set Funce - Birt S (TP-C) Double How Thee Microston - CRAWGE FE/SCE | 900 | 1.F | 100 | | 500.00 | 1 500 00 | | 1 . | 98 | | \$ 1500.00 |
| 401 PACS | 12 01 085 065 | - | Intel Protection - Before Paying | 25 | ÉA | 185,003 | 1 799.00 | | | | 1 . | 0% | | \$ · |
| | 12 01 045 040 | | Intel Protection - After Paying | 16 | £A | 100 006 | 1,500,00 | | | | 1 . | 0% | 1,500 00 | \$ 4,035,00 |
| EQT PACE | 172 OF ONS (070) | | Dramage Districtor Barhard stee | 1500 | LF | 2-65 C-66 | 4 (0)5 (0 4 (04) 56 | 1,500,00 | 4,035 00 | | 1 | 100% | 1,500 00 | 5 4,035,00 S |
| 10 740 | 12.01.085.075 | | Grassing - Statistical | 64.767 88 | 37 | 130 005 | | | - : | _ | • | 888 | | 5 . |
| ECI PAC | 12 01 065 060 | \vdash | Mg Rep | - 10 | MO | 1 410 001 | 7.480.00 | 1.00 | 1,870 00 | 1.00 | \$ 1,670.00 | 50% | 200 | \$ 3,740.00 |
| 101 14C3 | 12 01 083 583 | - | Lathwesk - Miccillaneous | | | | | 107- | | 3371 | \$ | | | S . |
| 401 PAE) | +2 C+ 570 CAD | | Earthwork Mar General | 1 | 1.9 | 25,000,000 | 25,000,00 | | 2 > | | 1 | - 65 | | s . |
| | | | Sanitary Sewer Pipe | | | | | | | | 1 | | | |
| 601-PAC) | 13 18 110 805 | | Comment to Existing Sewar Mannoise | 1 | EA | 750000 | | | 5 =74400 | | 1 : | 25% | - 1 | 5 574400 |
| 601-11403 | F3:18:140:00 | | # PVC Sever 0:40 | 562 819 | LF. | 48 (K) 50 (K) | 1 26 990 EG | | \$ #74CO | | 1 | 924 | | \$ 8.190.00 |
| 601-1940) | 13 10 110 525 | | P PAC Sever E if out | 436 | 10 | 53.00 | | | \$ 9,439.50 | | 1 | 27% | | 5 6.439.50 |
| 601,0400 | 13 10 110 535 | | # PAC Seven 8-10 cut # PAC Seven 10-12 cut | 300 | (F | 56.50 | 11.162.00 | | \$ 5,480.50 | | 1 | 25% | 9.1 | 5 5 450 50 |
| 601-PA03 | 12 10 110 545 | | F. PvC Sever 12-14 rut | | 1,6 | 60.00 | \$ A10,00 | | \$ 120.00 | | 1 | 25% | | |
| 601-PA03 | 12 10 110 135 | | EF COP Sevent | 36 | 1,5 | 112.00 | 1 1/1/00 | | 7 799 00 | | 10.00 | 12% | 1-1 | |
| 601-PA00 | 1 12 10 110 175 | | Saver Service Connectors at INC Service Lateral | 125 | £A | 670 000 | | | - | | \$ 10,004.30 | - 10 | | 2 |
| EC1-PA00 | 13 10 110 185 | | A* INC Service Lateral | 4.556 | UF | 20 50/ | 2 93 979 00 | | | | 1 | | | |
| and makes | 12 10 115 025 | | Sever - Manholes Varrous 48° D 6 Deep | - | EA | 1420 00 | LT 100 OI | | \$ 4775.00 | | 1 | 20% | + | 5 4375.00 |
| MATERIAL PROPERTY. | 12 10 115 030 | | Various AF C & Deep | 1 1 | EA | 3 775 00 | 15 100 00 | | \$ 3,775.00 | | 3 - | 25% | | \$ 3,775,00 |
| EC1-PA01 | | | AND ACKNOWLED OF THE PARTY. | 1 | EA | 4.015.00 | \$ 2015.00 | | 1 100375 | | 1 . | - 33 | | S 1 023 75 S 2 192 10 |
| EDI-PASS | 13 10 115 035 | | Marriages 48 (F-10 Ceep | | | | | | | | | | | |
| EDI-PASS | 13 10 115 035 | | Wartnes 48" #-17 Deep Wartnes 49" 10-12 Deep | 2 | EA. | 4.305 00 | 8,770-00 | | 2 192.50 | _ | 1 | 258 | | |
| 601 PACE | 13 10 115 035 | | Marriages AF 10-17 Ones Marriages AF 10-17 Ones Senior - Miscellineous Onate Backet | 766 | CY | 4 385 00 | | | 219250 | | 1 | 0% | | \$ 2,182,10 |

fines () Appears for Faymen

| - 1 | | C | 0 | - E | | | 11 | | N. | la. | | M 1 | - N |
|---|---|----|--|----------------|--------------------|-----------------|--|---|---------|--------------|-------------------|-------------------------------|---------------------------|
| COLUMN TO SERVICE | Cost | No | | Quantity | 0- | Unit Price | Amount | Total Previous Billing Quantity Amount | Osuntay | ent Basing | % Complete | Yould Briter to Date Quantity | Amount |
| 501.PA02 | 17 10 130 US | | Service Designering - Supply & Maritan | Guartey | Dir | 2,650,00 | | Southery Section 1 | - | 15 | 0% | | 1 . |
| 601-PAS2 | 17 10 130 045 | 1 | If V Test - Laterals | 4315 | 1,8 | 245 | \$ \$1,061.75 | 5 | | 3 . | | | 1 |
| | 17 10 130 010 | | Manager & Art - Test - Many-Uni | 2.263 | LF | 1.95 | 3 4,412.85 | 5 | | 3 | 0% | - | |
| | 10/06/00/05 | | Oranage Pipe | | TA. | 1,530,00 | 1 1530 00 | | _ | 1 | 0% | - 10 | 1 |
| 6Q1-FAG2 | 12 20 215 000 | 1 | Connect to Existing ST. It' Subgrade Oran will Social and SANO | 2500 | | 31.15 | | i | _ | 15 | 0% | 1.7 | 1 7 |
| 601 PAG2 | 12 20 215 100 | - | NF RCP Storm Dran | 1 383 | - Ur | 67.00 | | 1 | | \$ 18,299,76 | 32% | | \$ 28,299.36 |
| 601 FA02 | 13 20 215 105 | | De' RCP Storm Drain | 532 | 1,5 | 84 50 | | 3 | | \$ (A815.4) | 79% | | \$ 14,935.41 |
| 901 FA02 | 13 20 215 105 | | MY RCP Store Dran | 1.564 | | 145 00 | | | | 5 | 25 | - | 1 |
| 901 PAC2 | 12:20:210:410 | | Storm Test, Clean, Inspect | | 1.5 | 5,100,00 | \$ 510000 | 15 | - | 13 | | | |
| COLUMN TO A STATE OF THE STATE | 12 20 225 000 | | Storm Drain Googreia Structures Curp Iries - Rhii Over Cli w50r 6" 5000 each way | - 1 | EA | 8.650.00 | \$ 137,000,00 | 1 | | 112 | - 0% | | 1 |
| 601 PAC2 | 12 25 225 545 | | Tard their | - 4 | EA. | 7.625.00 | \$ 8475 00 | 15 | | 1 | - 25 | | 1 |
| 901-FACE | 12 20 225 545 | 1 | Storm Marriore | 12 | EA | 6,700,00 | \$ 47 000 00 | 15 | | 1 | - 0% | | |
| | 707/47/40000 | | Shorm Crain Miscetamenes | 190 | 10700 | 10.00 | \$ 36.77710 | 15 | - | 1 | - ON | | • |
| 901 FAC2 | 12 20 235 080 | | Serect Bacehi in ROW only | 1,901 | EY. | 19.30 | B 38-137 (K) | 13 | | 13 | | | |
| 621,6522 | 12 30 315 005 | | DW - Waterline Pipe DW Connect Fire S* Water Main at Point Provided | - | TA | # 600 001 | \$ 940000 | 15 | | 1 | | | 1 |
| 901-PAG2 | 12 30 315 105 | 1 | DW F PVC Ware Man | 2341 | | 45 50 | 1 140 629 10 | \$ 16,05 | 0 | 3 2.60815 | 258 258 258 | | 5 50 934 65 |
| 601,8402 | 12:55 315 175 | 1 | & Fire Hydant Lead | 100 | LF | 53.00 | | 3 Y 090 | 0 | 1 | - 52 | | \$ 7,427,30 |
| 901-PAG2 | 12 32 312 29 | | GW-1" HOPE Service Litteral | 3332 | EA | 10 1A F00 60 | 1 11 150 00 | 1 70 | 0 | 3 1410750 | 鍋 | | \$ 31,277.50 |
| 901 PAC2 | 12 30 310 394 12 30 310 33 12 30 310 33 | - | DW: 1" Service Lateral to 8" | 120 | - EA | 1 200 00 | \$ 4 900 00 | 3 675 | | 3 | 15% | | \$ 675.00 |
| With a series | 12 22 319 33 | | DW - Valves & Fittings | - 3 | THE REAL PROPERTY. | 10000 | | | | 1 1 | | | 1 |
| 601-PA02 | 12 32 315 211 | | OW- 8" Care Valve & Valve Box | 3 | EA | 2,550,00 | \$ 1275000 | 3 1,513 | | \$ 154000 | 56% 24% | | S 7,452 50 S 11,869 96 |
| 601 PASS | 12 32 315 070 | | DW-Mill, Frings | - 11 | 1.5 | 49.585.00 | 5 49 585 00 | 1 (2) | 3 | 1102 | 24% | - | 5 11,009.90 |
| | 12 32 320 010 | | OW - Waterline Appurtances | - | EA | 6 110 60 | \$ 32 500 to | 3 195 | 90 | \$ 154(515) | 56% | | \$ 20,001.05 |
| 801-9902 | 12 32 330 010 | - | Owners of the Control | | 1000 | 3,700,00 | 1 0 1111 | | 0 | 5 . | | 7 | 1 . |
| 601-FAZ2 | 12 32 345 032 | | Constant State of the | 460 | CY | 4.50 | \$ 264500 | | | 1 5 | 6% | 4.0 | \$ |
| -100-9735 | THE RESERVE TO SERVE | | Present | | HALVE ! | - 1 | | | | 5 | ON. | | \$ |
| 901-PA22 | 12 40 410 031 | | GAS Temp Turnwount (4" Dryaned Concrete) | 523 | SY | 936 | \$ \$711.25 | | | 1 | - 0.4 | | |
| 901 FA22 | 12 40 410 040 | | Petromat Factic Undertayment at Intersection - NOT SHOWN ON DUANS | | SY | 6 00 | | | | | | 50 | 5 |
| William | | | Asphalt (AC) | | - | - 4 | | | | 1.5 | | | 1 |
| 601-PAG2 | 12 40 415 001 | 1 | Prime Coat | 8.517 | .5Y | 1.65 | | | | 5 | 0% 6% | - : | |
| 601 PA22 | 12 45 415 011 | | 1 1' Apprait Surface Cloube | 8.617 | 51 | 12.35 | \$ 100,419.05 | | - | 1 | | - : | |
| | 22 12 111 211 | | Aggregate Base (AB) | 8.517 | 57 | 25-06 | \$ 215,855.85 | | - | 1 | 04 | | 1 . |
| 001-7900 | 12 40 424 025 | - | St Grades Appropria New Course Costs & Guitter | 1000 | LINE CO. | 877 | Designation of the last of the | | | - 5 | | | 1 . |
| 601,7602 | 12 40 415 005 | | 18" Rosbuer Curb & Gutter | 4.885 | LF. | 37.794 | \$ 48,110.50 | | | 1 5 | 2% | | |
| 601-FA22 | 12 40 425 010 | | 18" Standard (Ventcal) Curb & Outer | 855 | 1.5 | 23.00 | 19665-02 | | | 5 | ON | - 1 | 3 : |
| PRODUCTION OF | 17 40 445 005 | | Sidewalk | | 57. | 45.00 | 5 5 544 00 | | _ | 1 | 2% | | 1 : |
| 601,5602 | 12 40 440 011 | +- | If Sidewalk (non-roll areas orth) Fine Grade for Sidewalk | - 64 | 57 | 7.53 | \$ 660.00 | | | 1 to 1 | 2% 5% | | 3 |
| 601-7507 | 17 40 440 070 | | Handcad Rama sny | | EA. | 1 160 001 | \$ 13,460,00 | | | 5 . | 0% | | \$ |
| 601 PAC2 : | 12-40 440 020 | 1 | Briandicati Glamp: - Includes 16" of science's on each side | 10 | EA | 2,750.00 | | | | 15 | 9% | - | 3 |
| 901 PAC2 | 12 40 440 025 | | Fine Craft for NC Hampion's | 17 | EA | 288 | 1 1 400 50 | | - | 10 | | - | 1 : |
| 671 3875 | 17 40 400 019 | - | ST Signage - Striping - Facilities Training step stars | 1 | EA | 585 00 | \$ 2,540,00 | | | 13 | 2% | | 1 . |
| 601 (960) | 12 40 460 030 | 1 | Thermo Crossneks | 1 | EA. | 1,835-001 | \$ 10,215.00 | | | 5 | 0% | | 1 |
| 901 PAG2 | 12 40 460 025 | 3 | Hosciata Traffic Signs | | . EA | 1.615-001 | | | | 15 | 95 | | 1 : |
| 601-PA02 | 12 41 410 000 | 1 | Parking Payement Markings | _ | 1.5 | 1,650,00 | \$ 1,650.00 | | | 15 | - ON | - 11 | |
| FF1 3455 | 1210110011 | | Power Conduit 4' Conduit | 4.675 | 15 | 14.00 | \$ 62,560.00 | | | 5 | 175 | | 1 |
| 901.11002 | 19.003/00/3 | - | I. Octob | - | 4 | 100 | ALL STREET | | | 11 | | | 1 |
| | - | 1 | Title Prep & Gen Mutidization | | (Device) | 10000 | - 4/4 | 200 | | 3 . | 10110 | 100 | \$ 510000 |
| | 12 01 015 001 | | Sint Can - Moncation | - 3 | 1.5 | 5,500,00 | \$ 5,500,00 | 100 5500 650 11500 | 00 | 15 | 100% | 8501 | |
| | 1201015010 | | Ste Con - GPS Stating | 1 | 15 | 37,200 (K) | \$ 27,700.00 | 9.00 | ~- | 15 | 0% | | |
| 601 PAGE | 12 01 015 015 | 1 | liste Con - Materials & Compatition Texting for Room. Illust Con - Sons Testing for Place. | 111 | | 145 001 | | | | 1 1 | 2% | | 1 |
| 601 FA21 | 12 01 015 025 | 1 | Tine Con - Astrony | - | 1.5 | 4 500 001 | \$ 4,500.00 | | | 13 | 0% | | \$ |
| | | | Finish Grading | | 190.5 | | | | | 13 : | 5% | | \$ |
| 601 PA03 | 12/01/050/005 | | Fine Crass Sup-Grade for Curb | 4 387 4 387 | IF. | 2.35 1.60 | | | - | 1 | - 0% | | \$. |
| 601 FA03 | 12 01 050 010 | 1 | Oresa (ferlind Curb | 6 132 | SY | 1.35 | | | | 11 | 6% | | \$. |
| 601 #A01 | 12 01 050 013 | 1 | Fire Grade Road Sub-Grade Fire Grade GARC & Paying Pres | 6 132 | 57 | 9 36 | 1 20 542 20 | | | 3 | 0% | | 5 |
| ACCULATE. | 1 1 3 701 7000 7000 | | Fine Grade Lim & Common Areas for Gracking | 52,105 | 54 | 0.061 | \$ 52,000.00 | | | 3 . | - 2 | - 1 | 1 |
| 601 PAGE | 12 01 010 030 | | Final Grade for Greening | 52,125 | | 030 | | | | 1 | 50 | | 3 |
| 601 JACE | 12 61 050 035 | | Finan Greeng - General | | LS | 31,846,00 | \$ 31,846,00 | | - | 1 | | - | 1 |
| 201 BANS | 13 01 045 011 | - | Emaior Cedral. Constuction Emance - Insort and Market. | | EA | 1,900,00 | \$ 1,900,00 | | | 15 . | 6% | | 1 |
| REST PRACES | 13 01 005-031 | | NA Fance - Sitt-A45 (TP-A) Biographics | 140 | 1.5 | 3.35 | \$ 3,729.05 | 963.00 3.226 | 25 | 1 | 100% | | \$ 3,729.05 |
| 601-PAST | 12 01 005 640 | | Sid Finner - Sigh di (TPHC) Double Rose | 4 564 | | 639 | \$ 31,658.82 | 4.564.00 31.658 | | 1 | 100% | #,564.00 600.00 | 3 1808 80 |
| 601 FACT | 13/01/095/045 | 3 | Ties Presiden - Charge Fabre | 100 | LF | 3 60 | \$ 1,000.00 | 600.00 1 800 | | 15 | 100% | 800 90 | 3 180000 |
| 601 FACT | 12 01 066 058 | 1 | Intel Projection - Sefare Paying | 16 | EA. | 165 60 | 5 1 600 00 | | | 1 | 182 | | 1 |
| | | | met Protection - After Paving | | 12 | 7-69 | | 1500 00 4 025 | | | | 1500.00 | \$ 4.035.00 |

| Ext | tide: | G | |
|-------------|-------|--------|--|
| Assistation | For | Pineni | |

| - 1 | . 0. | 1.0 | 0 | E | - + | | 11: | 1 | J J | K | - L | | м | - 1 |
|--------------------------|--------------------|-------|--|----------|---------|---|-----------------------|-----------|-----------------|----------|---------------|-------------|-------------------------------|--------------|
| - 20 | Cost | 17200 | | - | Ö: | igmal Contract | | | revious Billing | Current | BHHng | N. A | Total Billed to Oate Oussilly | Amount |
| Job | Code | No. | Service | Quantity | Unit | Unit Price | Amount | Quantity | Amount | Quantity | Amount | % Coorgiets | | |
| 601-PA03 | 12-07-005-015 | | Orassing - Statinged | 32,105 | SY | 0 68 1 | | | | | S . | 5% | | 1 |
| 601-0403 | 12-01-065 980 | | Fig Rep | 87 | 6Y. | 120.00 | 10,440,00 | | F # 0 | 1.00 | S 1.870.00 | - 20 | 260 | |
| SQ1-PAGE I | 12.01.065.085 | | NPOCS Montaining (per Month) | | 90 | 1 8/2 00 1 | 9 250 00 | 1.00 | 1,870 00 | 1.00 | 5 1,870.00 | 1/5 | 2.00 | |
| | Section 1 | | farthwork - Mincellanepus | | 1000 | 1000000 | 17 750 00 | | | | \$ | 15% | | |
| 601-9AG) | 12:01:070:090 | | Earthubre Mitz General | - 1 | LS. | 29,000,00 | 25,000,00 | | | | \$. | | | |
| | The Contract of | | Senitory Sewer Pipe | | EA | 7 500 001 | 7 500 00 | _ | | | \$. | 0% | | 1 . |
| 601.PA03 | 12 10 110 005 | _ | Connect to Existing Seven Martings | 296 | LF | 48 000 | | | 3 (1013) | | S . | 14% | | \$ 1,5011 |
| 601.9403 | 1210110020 | - | E PVC Senet G & sul. | 516 | | 50.00 | | | 3 9 8 7 7 700 | | S . | 14% | | \$ 3,6120 |
| | 12 10 110 030 | | E' PVC Senet 8:10 cut | 151 | | 5300 | | | 3 3 165 33 | | s . | .35% | | 5 5,566.3 |
| | 12 10 110 035 | | E' PVC Sever 19:17 auf | 527 | | 98.9 | | 2 | \$ 3,195,08 | | S . | 15% 20% | | \$ 3,95.0 |
| 601,6463 | 12 10 110 040 | - | IP PAC Sawer 12/14 cut | 10 | LF | 45 (5) | | | 1 130 00 | | S . | 20% | | \$ 7,801 |
| 601,9403 | 12.10.110.040 | _ | Sever Service Connectors | 96 | €A. | \$10 OC | £3.492.03 | | | | \$ 7,860.58 | 175 | | £ 7,6403 |
| 601-0403 | 12 10 110 165 | | A PVC Service Lateral | 3,850 | 1,5 | 30.90 | 78 925 60 | - | \$ 15 520 14 | | 5 - | 20% | | 15300 |
| - Mentalities | AND DESCRIPTION OF | | Sever - Hatheles | | - | 1000000 | Country of the | | | | S . | - 102 | | 5 6843 |
| 601.9943 | 12 10 115 025 | | Mannoes 48" C-6 Ovep | , | £A | 3.679.0 | 1-420 (0 | | \$ 584.00 | | 5 | 20% | | 5 22650 |
| | 12 10 115 030 | | Marticles 48" 6" 6" Overs | | EA. | 1,773-001 | | | \$ 2 265 00 | | 3 . | 20% | | 5 48180 |
| SQ1.PAG3 | 17.10 115 035 | | Mathilles 68" 8-10" Deep | - 6 | EA. | 4,013,005 | 24 (90) 50 | 0 | 5 4 818 00 | | 5 . | 2016 | | 5 |
| | I CONTRACTOR OF | | Sever - Miscellanenus | 847 | CH | 450 | 291150 | _ | 5 :- | | \$. | 0% | | \$ |
| | 17 10 130 025 | | Oraza Backeri | 10 | Cr. | 18101 | | | É : | | 3 . | 17% | | ŝ |
| | 12 10 130 030 | | Intran Well JES and Devaller | 19 | DY | 2 850 001 | | | | | 1 | 0% | | 5 |
| | 121013003 | | Devoranng - Supply & Marrian | 3.265 | LF | 2.44 | | | s | | 1 . | 17% | | \$ |
| | 12 10 130 045 | | IV Test - Latentis Mancret & Az - Test - WarsWin | 1342 | LF | 198 | | | s · | | 3 | .0% | | 5 |
| 300,000 | 15-10-1-00-0-04 | _ | Oranage Pipe | 1000 | 1772 | - Ony | 1000000 | | S . | | 1 | | | 5 . |
| 601.PASS | 12 20 210 090 | _ | 6" Subgrate Oran writion and SANO | 2,000 | LF | 21.15 | 42,000 (0 | | S . | | \$ | 0% | | 5 |
| 2001-777-007 | 1222 | | OW - Waterline Pige | | 10000 | 200000000000000000000000000000000000000 | W | | S . | | 5 | | 1.0 | 5 . |
| EQ1.PAGS | 12 30 310 005 | | OW Contact Exig 8" West Main at Point Provided. | | EA: | 4,700,001 | | | 2 . | | 1 . | (7% | | 2 . |
| | 1230310095 | | OW Connect Eving 19" Water Main at Point Provided | | EA | 22 850 000 | 72 850 00 | 1 | 5 . | | 1 | 0% | | \$ 36.162.5 |
| 601-PA13 | 12 30 110 105 | | GW-S" PYC Ween Main | 3,540 | UF | 49.500 | | | S 33 353 91 | | \$ 2,658.75 | 19% | | \$ 636.5 |
| | 1230310175 | | & Fire trybart Lead | 60 | LF. | 13 000 | 3 240 00 34 515 00 | | S 5 222 25 | | 1 | 183 | | \$ 5,727 |
| 601 FA13 | 12 32 310 295 | | OWNY HOPE Service Laborat | 3 500 | LF | 1055 | | | S 11 855 00 | | 5 16 1711 22 | 365 | 4.1 | \$ 22,774.0 |
| | 12 30 310 300 | | OW:11 Service Lateral to 8" | 211 | EA. | 450000 | | | 5 (102300) | | 1 | - 5% | | \$. |
| 601-FASS | 12 30 310 335 | _ | Test & Chitonate | | LS | 4.58081 | 4700-01 | _ | | | 1 | | | 5 . |
| | 12 30 315 015 | _ | OW - Valves & Fittings DW: 6' Gata Valve & Valve Box | - | EA. | 15000 | 13,300 (0 | | \$ 1,530,00 | | \$ 4,032.00 | .58% | 4.1 | \$ 5,9623 |
| | 12 30 315 070 | | OWARIC Frings | _ | 1.9 | 68 356 00 | | | \$ 10.214.25 | | 3. 4.432.25 | 27% | | 5 14 648 |
| 1991 (1994) | 15 36 375 475 | - | OW-Waterline Appurtantes | | - | | | | | | \$ | | | 5 |
| 601 8403 | 12 30 320 010 | - | DW-F-raintydrafts with Valve & Valve Dos | - 4 | 10 | 5.100 003 | 74.430 EG | | | | \$ 1234210 | 51% | | 5: 12:3401 |
| 2000 | 14.00.000.000 | | Domestic Water Muc. | 47/ | =P16 | 10000 | 10000 | | 300 | | 5 | | 4. | |
| 601 FIAGS | 12:30:345:030 | | Oracle Balance | 660 | ETF. | 4.50 | 2.970 ta | | 2 200 | | 5 | 0% | | 5 : |
| and planting to the same | 100000 | | Parament | | LATE | | | | 2 90 | | \$. | | | 3 . |
| | 12 40 410 040 | | Personal Fabric Underlayment at Intersection - TACKIE SHOWN | | SY | 0.00 | | | 11 21 | | 2 2 | | 201 | 60 |
| 6C1-FIAG3 | 12 40 410 040 | | CNP(ANS | | u, | | 5 | | | | 1 | | - 1 | 5 . |
| | | | Asphal(IAC) | | | 160 | 10 117 80 | | - | | 1 | 6% | | 5 . |
| | 12.40.415.005 | | Prime Cital | 6 132 | EY. | 12.35 | | _ | | | 1 | 0% | | \$. |
| : 601J1403 | 12.69.415.015 | - | 1 § Aspeat Surace Citure | 6.132 | - 57 | 11/4 | 12.100.00 | | | | \$. | | 4.1 | 5 . |
| | 12 12 120 220 | - | Assertante (Rene JAR) | 4.137 | EF | 25.03 | 153 606 60 | | | | 3 . | 0% | 4.1 | 3 . |
| 60110003 | 12.69.625.925 | - | Il' Oreant Aggregate fasse Course | | | 20101 | | | 7 7 7 | | \$ | | | 3 . |
| AND WARE | 12:40:435:005 | _ | Curb & Outler: 10" Hattpur Curb & Outler | 3.437 | LF | 17 705 | 60 534 50 | | 701 | | \$ | .0% | | 5 . |
| 001 D403 | 12 40 435 010 | + | 18" Standard (Venical) Curb & Guiter | 950 | | 23.000 | | - | 1 650 | | \$. | CN | | |
| 10111101 | 13.592555318 | | Sidemik | | -20 | 100.00 | 0.40 | | T 173 | | 1 | | | 1 |
| 601,818215 | 12 AB A40 00's | - | of States and process and process control | .08 | 37 | 63.005 | | | | | 1 | | | 3 . |
| 1601,31603 | 12 AD AND USS | 1 | Firm Grade for Saleman | 78 | | 2.50 | | | T | | \$. | 0% | | |
| 601-HACS | 17 40 440 030 | | Handcas Rampitriy | | EA. | 1,500,000 | | | | | 5 - | - 56 | | |
| 651-7451 | 12 40 440 020 | | Handcap Ramp - Includes 18" of extreme on each side | 1 | EA | 2 750 00 | | 0 | | | 5 - | 33 | | |
| 601 PAGE | 12 40 440 025 | | Honocaz Ramp - includes 18 of schools on each side. Fine Grade for HIC Ramp only. | - 3 | EA. | 230 001 | 1 000 00 | | | | | - 0 | | 1 : |
| | | | ST Signage - Striping - Facilities | _ | 100,000 | 35007 | A STATE OF | | | | 5 . | 0% | | |
| 101-F403 | 12:40:460.011 | | Therma Dista Bark | - 2 | E.A. | 369.001 | | | | | 5 . | 65 | | 1 |
| 101-PAC3 | 12 40 460 030 | | Therma Crassing his | 2 | EA. | 1.739.000 | | | - : | | 3 : | 105 | | 1 |
| | 12 43 490 075 | | Specially Traffic Bights | | EA. | 1,615,00 | | - | - : | | 5 . | | | 1 |
| 601-FAC) | 17 43 810 010 | 1 | Parking Pavement Malkings | | 1.5 | 2,900,00 | 2 900 00 | - | - | | 5 . | | 111 | \$ |
| | | | Pewer Conduit | 3310 | 1/F | 14 00 | 1 49 140 00 | - | | | 5 . | 2% | 1 | 1 |
| | 1230 510 015 | 1 | # Conduit | 3310 | 1,5 | | 10.997.478.62 | TOTALS | 5 2,580,058,19 | TOTALS | \$ 472,081.19 | | TOTALS | 1 3,352,539, |
| DYAL | | | | | 10.0% | | | RETENTION | | | \$ 47,209,12 | | RETENTION | 3 335 213 |
| ETENTION | | | | | 10 076 | | 9.897,730.75 | | | | \$ 424.873.07 | | TOTAL INV. | 1 2.014.325 |

Phase 1A

| SQ Cost Code | Description | Barfield Estim. Qty. | | Unit Price | 7 | fotal Price | Qt | y. Completed | Qty | . Remaining | % Complete | % Remaining |
|---------------|---|---|----------|---------------|----|-------------|----|--------------|-----|-------------|------------|-------------|
| | SITE PREP & GRADING | | | | | | | | | | | |
| 12.01.015.000 | Site Prep & Gen Mobilization | | | | | | | | | | | |
| 12.01.015.005 | Site Con - Mobilization | 1 | LS | 5,500_00 | S | 5,500,00 | S | 5,500.00 | S | - Ta | 100% | |
| 12.01.015.010 | Site Con - GPS, Staking | 1 | LS | 13,400,00 | S | 13,400,00 | S | 6,700.00 | S | 6,700,00 | 50% | 50 |
| 12.01.015.015 | Site Con - Materials & Compaction Testing for Roads | 1 | LS | 7.035.00 | S | 7,035,00 | S | | S | 7,035,00 | 0% | 100 |
| 12.01.015.020 | Site Con - Soils Testing for Pads | 67 | EA | 145.00 | S | 9_715_00 | S | 9,715,00 | S | - | 100% | 0 |
| 12.01.015.025 | Site Con - Asbuilts | 1 | LS | 4,500.00 | - | 4,500.00 | S | | S | 4,500.00 | 0% | 100 |
| 12.01.013.023 | Demolition & Removal | | | | Ť | 745.5.55.55 | Ť | | i | 111111111 | | |
| | | 195 | LF | 3 65 | \$ | 711.75 | s | | S | 711.75 | 0% | 100 |
| 12 01 020 015 | Saw Cut Payement For Tie In | 193 | LS | 3 300 00 | \$ | 3,300,00 | 5 | - | S | 3,300,00 | 0% | 100 |
| 12,01.020,115 | Demolition & Removal - General-RIP RAP, PIPE | 1 | LS | 3,390,00 | 3 | 3,300,00 | 2 | | 3 | 3,300,00 | 076 | 100 |
| 12,01,025,000 | Grading Preparation | | | | | | | 205 242 22 | _ | | 100% | 0 |
| 12,01,025,005 | Clearine & Grubbine w/Burn | 48 | AC | 6,980,00 | 8 | 335,040,00 | \$ | 335,040.00 | 5 | | 100% | |
| 12.01.040.000 | Earthwork | 20.484 | -01/ | 1.20 | 6 | 128,052,00 | 6 | 128,052,00 | • | | 100% | |
| 12.01.040.005 | General Cuts | 28.456 | CY | 4_50 19.30 | | 657,724,70 | | 657.724.70 | | | 100% | |
| 12:01:040:010 | Import Fill - Place & Compact for Roads | 34,079 61,443 | CY | 19,30 | | 92.164.50 | | 92,164.50 | | | 100% | - |
| 12.01.040.015 | Import Fill - Place & Compact Pad Fill | 33,875 | CY | 1.20 | \$ | 142.275.00 | | 142,275.00 | | | 100% | |
| 12.01.040.020 | Muck Road & Pads Pond Excavation - Place & Compact For General Site | 50,963 | CY | 4.50 | | 229,333.50 | | 229.333.50 | | - | 100% | (|
| 12.01.040.025 | Dry/Mix Onsite cuts for pad fill | 61_443 | CY | 1.70 | | 104,453.10 | | 104,453,10 | | - | 100% | |
| | Dirt Swap material required for pad fill | 15,600 | CY | 4.50 | - | 70,200,00 | S | 70,200,00 | \$ | | 100% | |
| 12 01 040 040 | | 8,650 | SY | 1.70 | S | 14,705.00 | - | 70,200,00 | S | 14.705.00 | 0% | 10 |
| 12.01.040,045 | Oress Pond Slope | 40,871 | CY | 3.70 | | 151,222.70 | | 151,222,70 | | 14,700.00 | 100% | - 10 |
| 12.01.040.050 | Strip & Stockpile Topsoil Respread Topsoil - used t/h strip number | 40,871 | CY | 3.70 | | | S | 151,222,70 | | | 100% | |
| 12.01.050.000 | Finish Grading | 40,074 | C-1 | -2110 | | 151,222,70 | Ť | 101,222,10 | | | | |
| 12.01.050.005 | Fine Grade Sub-Grade for Curb | 4,177 | LE | 3.35 | S | 13.992.95 | s | 3 | S | 13,992.95 | 0% | 100 |
| 12.01.050.010 | Dress Behind Curb | 4_177 | LF | 1.80 | 5 | | S | - 3 | S | 7,518,60 | 0% | 100 |
| 12.01.050.015 | Fine Grade Road Sub-Grade | 6,235 | SY | 3.35 | 5 | 20,887.25 | \$ | | S | 20,887.25 | 0% | 10 |
| 12.01.050.020 | Fine Grade GABC & Paving Prep | 6,235 | SY | 3.35 | S | 20,887.25 | \$ | - 2 | 5 | 20,887.25 | 0% | 10 |
| 12.01.050.025 | Fine Grade for temporary turn around | 1,150 | SY | 1.50 | | 1,725.00 | | - 34 | S | 1,725.00 | 0% | 10 |
| 12.01.050.025 | Final grade stone for temp, turn around | 1,130 | SY | 1.50 | | 1,725 00 | | | \$ | 1,725.00 | 0% | 10 |
| 12.01.050.030 | Fine Grade Areas Outside Pavement | 36,942 | SY | 0.96 | | 35,464.32 | | - | S | 35,464.32 | 0% | 10 |
| 12.01.050.030 | Final Grade for Grassing | 36.942 | SY | 0.30 | - | 11,082.60 | | | \$ | 11,082.60 | 0% | 10 |
| 12 01 050 035 | Finish Grading - General | 1 | LS | 38,619.00 | S | 38,619,00 | \$ | | S | 38,619.00 | 0% | 10 |
| 12.01.065.000 | Erosion Control | | | | | 1 000 00 | _ | 1,900.00 | - | | 100% | |
| 12.01.065,015 | Construction Entrance - Install and Maintain | 1 | EA | 1,900,00 | | 1,900.00 | | 13,507.20 | | | 100% | |
| 12.01.065.035 | Silt Fence - Sd1-NS (TP-A) Single Row | 4,032 8,260 | LF LF | 3.35 6.95 | \$ | | S | 57,407.00 | | | 100% | |
| 12.01.065.040 | Silt Fence - Sd1-S (TP-C) Double Row | 980 | LF | 3.00 | | 2,700.00 | | 2,700.00 | | | 100% | |
| 12.01.065.045 | TREE PROTECTION - ORANGE FABRIC | 17 | | 165.00 | | 2,805.00 | | 2,100.00 | S | 2,805.00 | 0% | 10 |
| 12 01 065 055 | Inlet Protection - Before Paving Inlet Protection - After Paving | 17 | - | 100.00 | s | 1,700.00 | | | S | 1,700.00 | 0% | 10 |
| 12.01.065.070 | Diversion Ditch - BBEI Use | 1,500 | LF | 2.69 | S | 4.035.00 | | 4.035.00 | | | 100% | |
| 12.01.065.075 | Grassing - Stabilized | 36.942 | | 0.68 | S | 25,120.56 | | 7,000,00 | \$ | 25,120.56 | 0% | 10 |
| 12.01.065.080 | Rip Rap | 206 | SY | 120.00 | \$ | 24,720.00 | | 16,800.00 | \$ | 7,920.00 | 68% | 3 |
| 12.01.065.085 | NPDES Monitoring (per Month) | 12 | MO | 1,870,00 | S | | \$ | 13,090.00 | S | 9,350.00 | 58% | 4 |
| 12 01 065 090 | Turbidity Curtain | 200 | LF | 25.00 | \$ | 5,000.00 | S | 5,000.00 | S | - | 100% | D |
| 12.01.070.000 | Earthwork - Miscellaneous | | | | | | | | | | | |
| 12.01.070.030 | Pend Pump Down | 280 | | 555,00 | S | | S | 116,550.00 | | 38 850 00 | 75% | 2: |
| 12.01.070.080 | Earthwork Misc General | 1 | LS | 50,000.00 | S | 50,000.00 | S | | S | 50,000.00 | 0% | 10 |

SITE PREP AND GRADING SUBTOTAL QUANTITY REMAINING

\$2,639,191,68 \$324,599,28

| SQ Cost Code | Description | Barfield Estim, Qty. | | Unit Price | 'n | otal Price | Qt | y. Completed | Qt | y. Remaining | % Complete | % Remaining |
|---------------|------------------------------------|-------------------------|----|------------|----|------------|----|--------------|----|--------------|------------|-------------|
| | SANITARY SEWER SYSTEM | | | | | | | | | | | |
| 12.10.110.000 | Sanitary Sewer Pipe | | | | | | | | | | | |
| 12.10.110.005 | Connect to Existing Sewer Manhole | 1 | EA | 9,100,00 | | | \$ | | S | 9,100.00 | 0% | 100 |
| 12.10.110.020 | 8" PVC Sewer (0'-6' | 482 | LF | 48,00 | | | \$ | 5,784.00 | | 17,352.00 | 25% | 75 |
| 12 10 110 025 | 8" PVC Sewer 6'-8' cut | 428 | | 50.00 | | | \$ | 5,350.00 | | 16,050.00 | 25% | 75 |
| 12.10.110.030 | 8" PVC Sewer 8'-10' cut | 162 | LF | 53,00 | | | S | 2,146.50 | | 6,439.50 | 25% | 75 |
| 12.10.110.035 | 8" PVC Sewer 10'-12' cut | 142 | LF | 56.50 | Š | | S | 2,005 75 | | 6,017.25 | 25% | 75 |
| 12-10-110-040 | 8" PVC Sewer 12'-14' cut | 224 | | 60.00 | | 13,440,00 | S | 3,360.00 | | 10,080,00 | 25% | 75 |
| 12.10.110.045 | 8" PVC Sewer 14'-16 cut | 328 | LF | 64.20 | S | | S | 5,264,40 | | 15,793.20 | 25% | 75 |
| 12 10 110 175 | Sower Service Connections | 67 | EA | 670.00 | S | 44,890,00 | \$ | 5,374.07 | S | 39,515.93 | 12% | 88 |
| 12-10-110-185 | 4" PVC Service Lateral | 2,100 | LF | 20.50 | S | 43,050,00 | S | | S | 43,050.00 | 0% | 100 |
| 12.10.115.000 | Sewer - Manholes | | | | | | | | | | | |
| 12.10.115.005 | Manholes 48" 12-14' Deep (Drop MH) | - 1 | EA | 17,400,00 | | 17,400.00 | S | 4,350.00 | | 13,050.00 | 25% | 75 |
| 12.10.115.020 | Manholes 48" 0'-6' (Lined MH) | i i | EA | 6,285,00 | S | 6,285.00 | Ŝ | 1,571.25 | | 4,713.75 | 25% | 75 |
| 12.10.115.025 | Manholes 48" 0'-6' Deep | 3 | EA | 3,420.00 | \$ | | \$ | 2,565.00 | | 7,695.00 | 25% | 75 |
| 12 10 115 030 | Manholes 48" 6'-8' Deep | 2 | EA | 3,775.00 | \$ | 7,550.00 | \$ | 1,887.50 | | 5,662.50 | 25% | 75 |
| 12.10.115.035 | Manholes 48" 8'-10' Deep | 2 | EA | 4.015.00 | \$ | 8,030.00 | S | 2,007.50 | | 6,022.50 | 25% | 75 |
| 12 10 115 045 | Manholes 48" 12'-14' Deep | 1 | EA | 4,920.00 | S | 4,920,00 | \$ | 1,230.00 | | 3,690.00 | 25% | 75 |
| 12.10.115.050 | Manholes 48" 14-16' Deep | 2 | EA | 5,455.00 | 5 | 10,910,00 | \$ | 2,727.50 | 5 | 8,182.50 | 25% | 75 |
| 12.10.120.000 | Sewer Lift Station | | | | | | | | | | | |
| 12.10.120.015 | 4.0" Force Main | 60 | LF | 31.75 | S | 1,905.00 | \$ | - 1 | S | 1,905.00 | 0% | 100 |
| 12.10.130.000 | Sewer - Miscellaneous | | | | | | | | | | | |
| 12.10.130,025 | ONSITE BACKFILL | 587 | CY | 4.50 | \$ | 2,641,50 | S | - 1* | 5 | 2 641 50 | 0% | 100 |
| 12.10.130.030 | Install Well pis and Dewater | 552 | LF | 18.50 | S | | S | | S | 10,212.00 | 0% | 100 |
| 12.10.130.035 | Dewatering - Supply & Maintain | 6 | DY | 2,850.00 | S | 17,100,00 | S | ŝė. | Ŝ | 17.100.00 | 0% | 100 |
| 12.10.130.045 | TV Test - Laterals | 1,749 | LF | 2.45 | \$ | | S | | S | 4,285.05 | 0% | 100 |
| 12.10.130,050 | Mandrel & Air - Test - Main/MH | 1,766 | LF | 1.95 | S | 3,443.70 | \$ | - | \$ | 3,443.70 | 0% | 100 |

SEWER SYSTEM SUBTOTAL QUANTITY REMAINING

\$297,624.85 \$252,001.38

| SQ Cost Code | Description | Barfield Estim. Qtv. | | Unit Price | 1 | Total Price | Qty. Con | npleted | Qty. Remaining | % Complete | % Remaining |
|---------------|--|-------------------------|-----|------------|------|-------------|----------|---------|----------------|------------|-------------|
| | STORM DRAINAGE | | | | | | | | | | |
| 12.20,210,000 | Drainage Pipe | | | | Ш | | | | | | |
| 12.20.210.005 | Connect to Existing ST | 2 | EA | 1,530,00 | S | 3 060 00 | | | \$ 3,060.00 | 0% | 100% |
| 12 20 210 045 | 48" FES | 1 | EA | 4,300,00 | S | 4,300,00 | S | 28 | \$ 4,300.00 | 0% | 1009 |
| 12 20 210 085 | PLUG 48" PIPES | 2 | EA | 2,800,00 | S | 5,600,00 | S | - 8 | \$ 5,600,00 | 0% | 100% |
| 12 20 210 090 | 6" Suborade Drain w/ Sock and 2'x1 5' SAND | 2,000 | LF | 21:15 | S | 42_300_00 | \$ | | \$ 42,300,00 | 0% | 100% |
| 12 20 210 100 | 18" RCP Storm Drain | 1,040 | LF | 67.00 | S | 69,680,00 | S | - 2 | \$ 69,680.00 | 0% | 100% |
| 12.20.210.105 | 24" RCP Storm Drain | 472 | LF | 84 50 | \$ | 39 884 00 | \$ | * | \$ 39,884.00 | 0% | 100% |
| 12.20.210.125 | 48" RCP Storm Drain | 40 | LF | 220.00 | S | 8 800 00 | \$ | | \$ 8,800.00 | 0% | 100% |
| 12.20.210.410 | Storm Test, Clean, Inspect | 1 | 1.5 | 5,100,00 | S | 5,100,00 | 5 | | \$ 5,100.00 | 0% | 100% |
| 12,20,225,000 | Storm Drain Concrete Structures | | | | | | | | | | |
| 12,20,225,005 | Curb Inlet - Roll Over CB w/50lf 6" SGD WITH 2'X1.5' SAND each way | 17 | EA | 6,850 00 | s | 116,450,00 | S | | \$ 116,450,00 | 0% | 100% |
| 12 20 225 065 | Storm Manhole | 2 | EA | 4,700.00 | \$ | 9,400,00 | \$ | | \$ 9,400.00 | 0% | 100% |
| 12.20.225.175 | Rock Spillway/Outfall - Pond (2) | 90 | SY | 125.00 | S | 11,250,00 | S | | \$ 11,250.00 | 0% | 100% |
| 12.20.235.000 | Storm Drain Miscellaneous | | | | 00.0 | | | | | | |
| 12.20.235.080 | Select Backfill in ROW only | 644 | CY | 19.30 | S | 12.429.20 | \$ | - | \$ 12,429.20 | 0% | 100% |

STORM DRAINAGE SUBTOTAL QUANTITY REMAINING

\$328,253.20 \$328,253.20

| SQ Cost Code | Description | Barfield Estim. Qtv. | | Unit Price | 1 | Fotal Price | Qt | y. Completed | Qt | y. Remaining | % Complete | % Remaining |
|---------------|---|-------------------------|----|------------|----|-------------|----|--------------|-----|--------------|------------|-------------|
| | DOMESTIC WATER | | | | | | | | | | | |
| 12,30,310,000 | D/W - Waterline Pipe | | | | | | | | | | | |
| 12,30,310,005 | CONNECT TO EXISTING W/ 12X10 TS AND 10" TV IN MANHOLE | 1 | EA | 21,520,00 | S | 21,520.00 | s | 5,986.65 | s | 15,533.35 | 28% | 729 |
| 12.30.310.005 | D/W-Connect Extg 12" Water Main at Point Provided | t | EA | 5,550,00 | \$ | 5,550,00 | s | | \$ | 5,550.00 | 0% | 1009 |
| 12 30 310 095 | D/W-4" PVC Water Main | 107 | LF | 23.25 | \$ | 2,487,75 | S | 621.94 | \$ | 1,865.81 | 25% | 759 |
| 12.30,310,105 | D/W-8" PVC Water Main | 1,040 | LF | 49,50 | S | 51,480.00 | S | 15,678.75 | | 35,801.25 | 30% | 709 |
| 12 30 310 110 | D/W-10" PVC Water Main | 1,006 | LF | 65.10 | 5 | 65,490.60 | \$ | 21,508.65 | | 43,981,95 | 33% | 67 |
| 12.30.310.175 | 6" Fire Hydrant Lead | | LF | 53,00 | \$ | | S | 795.00 | | 2,385,00 | 25% | 759 |
| 12,30,310,295 | D/W-I" HDPE Service Lateral | 2,500 | LF | 10,55 | | 26,375,00 | | | \$ | 26,375.00 | 0% | 100 |
| 12 30 310 300 | D/W-1" Service Lateral to 8" | 49 | EA | 700,00 | 5 | 34,300.00 | | 7,115.78 | | 27,184.22 | 21% | 79 |
| 12.30.310.305 | D/W-1" Service Lateral to 10" | 18 | EA | 800.00 | S | 14,400,00 | | 2,613.96 | \$ | 11,786.04 | 18% | 82 |
| 12.30.310.335 | Test & Chlorinate | 1 | LS | 4,500,00 | \$ | 4,500.00 | \$ | | \$ | 4,500.00 | 0% | 100 |
| 12.30.315.000 | D/W - Valves & Fittings | | | | | | | | | | | |
| 12.30.315.015 | D/W- 8" Gate Valve & Valve Box | 3 | ÊA | 2,550,00 | | | 5 | 5,236,50 | | 2,413.50 | 68% | 32 |
| 12.30.315.020 | D/W-10" Gate Valve & Valve Box | 1 | EA | 3,900,00 | 5 | 3,900.00 | | 2,777.95 | | 1,122,05 | 71% | 29 |
| 12.30.315.070 | D/W-MISC Fittings | 1 | LS | 107,655,00 | S | 107,655.00 | S | 31,345,96 | S | 76,309.04 | 29% | 71 |
| 12,30,320,000 | D/W - Waterline Appurtances | | | | | | | | 100 | | | |
| 12.30.320.010 | D/W-Fire Hydrants w/6" Valve & Valve Box | 3 | EA | 6,100,00 | S | 18,300,00 | \$ | 13,830.63 | S | 4,469,37 | 76% | 24 |
| 12.30.345.000 | Domestic Water Misc. | | | | | | | | | | - | 400 |
| 12.30.345.030 | ONSITE BACKFILL | 432 | CY | 4,50 | 5 | 1,944.00 | S | - 2 | S | 1,944.00 | 0% | 100 |

DOMESTIC WATER SUBTOTAL QUANTITY REMAINING

\$368_732_35 \$261.220_58

| SQ Cost Code | Description | Barfield Estim. Qty. | | Unit Price | 1 | Total Price | Qıy. O | Completed | Qı | y. Remaining | % Complete | % Remaining |
|---------------|--|-------------------------|-------|------------|----|-------------|--------|-----------|----|--------------|------------|-------------|
| | STREET IMPROVEMENTS | | | | | | | | | | | |
| 12,40,410,000 | Pavement | | | | | | | | | | | 1000 |
| 12.40.410.035 | GAB Temp Turnaround (4" Crushed Concrete) | 1,150 | SY | 9.95 | \$ | 11,442.50 | S | - | S | 11,442,50 | 0% | 100% |
| 12,40,410,040 | Petromat Fabric Underlayment at Intersection - NOT SHOWN ON PLANS | | SY | 6,00 | \$ | 395 | s | | s | - 4 | 0% | 100% |
| 12,40,415,000 | ASPHALT (AC) | | | | | | | | | | | 1550 |
| 12,40,415,005 | Prime Coat | 6,235 | SY | 1.65 | | | S | * | S | 10,287,75 | 0% | 100% |
| 12.40.415.015 | 1.5" Asphalt Surface Course | 6.235 | SY | 12.35 | S | | S | | S | 77,002.25 | 0% | 100% |
| 12.40.415.020 | Tack Coat | 3,731 | SY | 0,53 | 5 | 1,977.43 | | - 4 | 5 | 1,977.43 | 0% | 100% |
| 12.40.415.025 | 2" Binder | 3,731 | SY | 15.80 | S | 58,949,80 | S | - 2 | S | 58,949.80 | 0% | 100% |
| 12,40,425,000 | Aggregate Base (AB) | | | | | | | | | | | |
| 12,40,425,025 | 8" Graded Augregate Base Course | 6.235 | SY | 25,05 | S | 156,186,75 | \$ | | \$ | 156,186.75 | 0% | 100% |
| 12,40,435,000 | Curb & Gutter | | | | | | | | | | | |
| 12.40.435.005 | 18" Rollover Curb & Gutter | 2.977 | LF | 17,70 | \$ | 52,692,90 | | * | S | 52,692.90 | 0% | 100% |
| 12,40,435,010 | 18" Standard (Vertical) Curb & Gutter | 1,200 | LF | 23,00 | \$ | 27,600,00 | S | | \$ | 27,600.00 | 0% | 100% |
| 12,40,440,000 | Sidewalk | | | | | | | | 1 | | | |
| 12,40,440,005 | 4' Sidewalk (non-lot areas only) | 120 | SY | 63,00 | 5 | 7.560.00 | S | | 5 | 7,560.00 | 0% | 100% |
| 12.40.440.015 | Fine Grade for Sidewalk | 120 | SY | 7.50 | 5 | 900,00 | S | | 5 | 900.00 | 0% | 100% |
| 12 40 440 020 | Handicap Ramp - Includes 16' of sidewalk on each side of ramp | 14 | EA | 2,750.00 | \$ | 38,500,00 | s | | s | 38,500.00 | 0% | 100% |
| 12.40.440.025 | Fine Grade for H/C Ramp only | 14 | EA | 200,00 | \$ | 2,800,00 | S | * | 5 | 2,800,00 | 0% | 100% |
| 12,40,460,000 | ST Signage - Striping - Facilities | | 111-5 | | | | | | | | | |
| 12.40.460.015 | Thermo Stop Bars | 1 | EA | 585,00 | \$ | 2.340.00 | S | - | S | 2,340.00 | 0% | 100% |
| 12.40.460.020 | Thermo Crosswalks | 3 | EA | 1,135,00 | 5 | 3,405.00 | S | ¥ | S | 3,405.00 | 0% | 100% |
| 12.40.460.025 | Specialty Traffic Signs | 3 | EA | 1,615.00 | \$ | 4,845.00 | S | | S | 4,845.00 | 0% | 100% |
| 12 40 460 060 | Parking Payement Markings | 1 | LS | 226.00 | S | 226.00 | \$ | - | S | 226.00 | 0% | 100% |
| 12,40,470,000 | Street Improvements Misc. | | | | | | | | | | | |

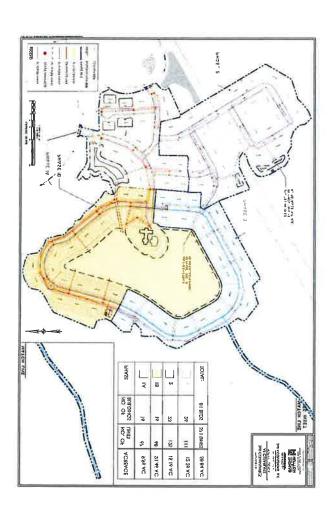
STREET IMPROVEMENTS SUBTOTAL QUANTITY REMAINING

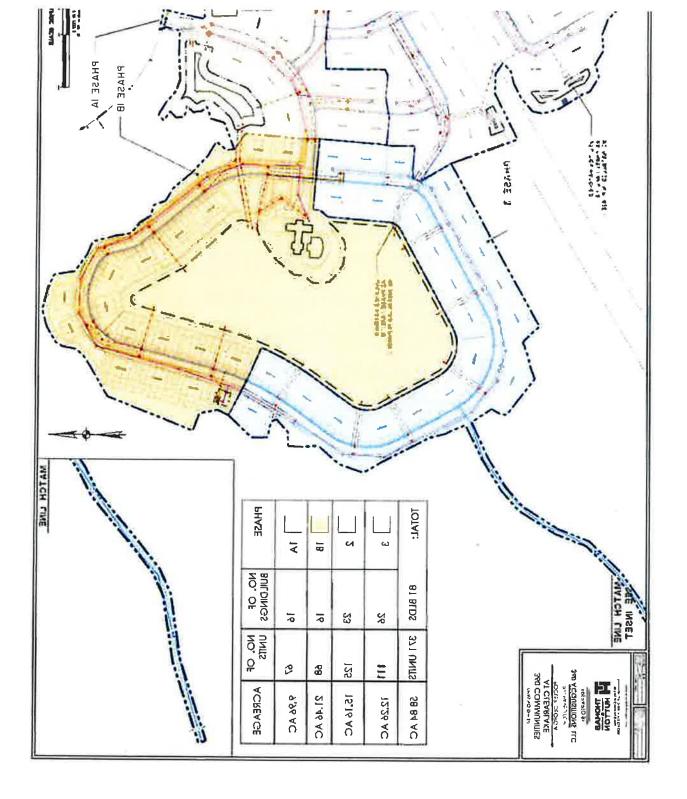
\$456,715.38 \$456,715.38

0.00

| | ALTERNATES (Rear lot drainage) | | | | | | _ | | | |
|--------------|--------------------------------|-------------|-----|-----------------------|-----------|----|-------|-----------|----|------|
| 2.50.510.015 | 4" CONDUITS | 2.910 | LF | 14.00 | 40,740.00 | S | S | 40,740.00 | 0% | 100% |
| | SITE PREP | AND GRADING | 1 | \$2,639,191.68 | | 7 | | | | |
| | | ITARY SEWER | | \$297,624.85 | | 7 | | | | |
| | | RM DRAINAGE | | \$328,253,20 | | -1 | | | | |
| | | ESTIC WATER | | \$368,732.35 | | 7 | | | | |
| | | PROVEMENTS | | \$456,715.38 | | 1 | | | | |
| | | | | | | | | | | |
| | TOTAL WITHOUT | ALTERNATES | I | \$4,090,5 | 17.46 |] | | | | |
| | TOTAL WITHOUT | | - 1 | \$4,090,5 \$61,053 | |] | | | | |

TOTAL WITH ALTERNATES
TOTAL UNIT PRICE WITH ALTERNATES \$1,663,529.82 \$2,495,294.73 TOTAL QUANTITY REMAINING (BOND SUBTOTAL)
BOND AMOUNT (150% OF SUBTOTAL)







October 27th, 2023

Ms. Kimberly Dyer Planning and Zoning Department City of Pooler 100 Southwest HWY 80 Pooler, GA 31322

Subject:

Sidewalk Performance Bond Request (10/10/2023)

360 Communities – Phase 1A

Dear Ms. Dyer:

We have reviewed the request for 360 Communities Phase 1A – Sidewalk Performance Bond, furnished by Thomas & Hutton, specifically the Schedule of Values and Unit Cost for the required bond.

For the Performance Bond Request, the remaining working is as follows: Sidewalk

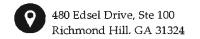
Based on the calculations provided by Nathan B. Long, P.E., with Thomas & Hutton, the cost of the remaining sidewalk is \$41,454.00, which is correct. Therefore, the calculated value of the 150% Performance Bond of \$62,181.00 is correct.

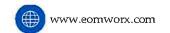
This review was based exclusively on the information provided by the project design professional that is solely responsible for its content and the accuracy of that information.

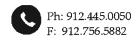
If you have you have any questions and/or comments, please feel free to contact me via email or phone at tshoemaker@eomworx.com or (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM







| Bond No.: ES00017664 | Principal Amount: \$313,588.00 |
|--|--|
| Premium: \$1,568.00/2 yr. MAINTENANCE AND | WARRANTY BOND |
| Project: 360 Communities at Clear Lake, Pha | se 1B |
| City of Pooler Permit No.: (if applicable) | |
| Project Location: Clear Lake Way & Marketpla | ce Way, Pooler, GA |
| KNOW ALL MEN BY THESE PRESENTS: | |
| That Clear Lake (GA) Owner I LLC | , registered business |
| address of 100 Blue Moon Crossing, Suite 114 | , Pooler, GA 31322 ; as |
| Principal, hereinafter called Everest Reinsurance Company | "CONTRACTOR," and as Surety |
| hereinafter called the "SURETY," | registered business address of |
| 1340 Treat Blvd., Suite 450, Walnut Creek, CA 9 | 4597 a Surety insurer, chartered and |
| existing under the laws of the State of <u>Delawa</u> the State of Georgia, are held and firmly bound | d unto the City of Pooler Georgia, a political |
| subdivision of the State of Georgia, by and thro | ugh its Mayor and Aldermanic Board, 100 SW |
| Highway 80, Pooler, Georgia 31322, (912) 748- | 7261, herein called the "OBLIGEE," in the sum |
| of Three Hundred Thirteen Thousand Five Hundre United States of America, for the payment of whi | ch sum truly to be made to Obligee. Contractor |
| and Surety bind themselves, their heirs, execu | itors, administrators, successors and assigns, |
| jointly and severally, firmly by these presents: * | |
| THE CONDITION OF THE FOREGOING OBLIG | ATION IS SUCH THAT: |
| WHEREAS, Contractor has constructed 360 Communities at Clear Lake, Phase 11 | d various public improvements, detailed as: |
| in accordance with the General Conditions, Drav Project defined above and herein. Contractor con all applicable Ordinances of the City of Pooler, in federal code, regulation, guideline, conditions, etc | wings, Specifications, Plans, etc. on file for the nstructed the improvements in accordance with addition to any other applicable local, state, or |
| NOW THEREFORE for a period of Twent of acceptance of this Bond by Obligee: | y Four (24) months, commencing on the date |
| The Contractor shall prom defects in the Project resulting from faulty mater (excluding acts of nature); | ptly and faithfully protect Obligee against any ials, workmanship, design, or any other cause |
| 2. In the event defects are for Contractor in writing, stating the defect or defects | and and identified, Obligee shall promptly notify to be remedied; |
| 3. The Contractor shall initiat Obligee and completes repairs within a reasonable | e repairs within thirty (30) days of notice from le time; |
| 4. Upon completion of repair written request for a final inspection of the repairs | ring the defect(s), Contractor shall submit a to Obligee; |

- 5. Contractor shall pay all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond, the Code of Ordinances for the City of Pooler, and any other applicable local, state, or federal code, regulation, guideline, conditions, etc.;
- 6. Should Contractor fail to begin work within thirty (30) days of written notice from Obligee, Obligee shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Obligee,
 - a. elect to take action as it deems necessary to insure performance of the Contractor's obligations herein, or
 - submit a written request to Obligee seeking to repair the defect(s)
 as if it were Contractor in accordance with the terms and obligations
 herein, such request may be approved by Obligee in its discretion;
- 7. If repairs of any defect(s) are not commenced after expiration of the thirty (30) day period afforded to Surety in accordance with paragraph 6 above, Obligee may elect to repair the defect(s), and Contractor and Surety, jointly and severally, shall pay all expenses and costs of any kind incurred by Obligee, together with any damages direct or consequential Obligee may sustain as a result of the defect(s) or the failure to timely repair the defect(s); and
- 8. Obligee shall have the right to contract for repair of any defect(s) not timely repaired, with any repairs being awarded in accordance with all applicable local, state, and federal laws. Contractor and Surety, jointly and severally, shall become immediately liable to Obligee for any amount owed under such contract.

This Bond shall automatically renew unless released by Obligee in accordance with the Code of Ordinances for the City of Pooler, at which time the rights and obligations created herein shall be void. Otherwise, it remains in full force and effect.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Obligee.

Subject to any right or reservation set forth herein, Surety shall assume and perform any and all obligations of the Contractor upon the Contractor's failure or refusal to fulfill its obligations under this Bond.

IT IS FURTHER understood that should Obligee be required to institute legal proceedings in order to collect any funds under this Bond, venue shall be exclusively in the Superior Court of Chatham County, Georgia, and Contractor shall be responsible for any and all attorney's fees and court costs incurred by Obligee, together with interest from the date of default, at the rate permitted by The Official Code of Georgia, Title 7, Chapter 12, Article 1, Section 12 (O.C.G.A. § 7-4-12) or any amendments thereto.

[SPACE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:

| ES00017664 | _, this <u>10th</u> day of | | April | |
|------------------------------------|----------------------------|-----|---|--|
| (SEAL) | | | CONTRACTOR | Clear Lake (GA) Owner I LLC a Delawase limited liability company |
| ATTEST | | | | a belawate harres habitity coup only |
| (X) M | | | 188 | |
| WITNESS AS TO COM | NTRACTOR | | CONTRACTOR - | - Signature |
| 6/1 | as | | Jesse R. | Baker |
| WITNESS AS TO CON | NTRACTOR | | (Print Name) | |
| | Ĺ | Ву | Authorize | d Signatory |
| | | | 00140440741074144 | _ |
| (SEAL) | | | COMPANY NAME | = |
| ATTEST: | | | | _ |
| | | | Everest Reinsurar | |
| WITNESS AS TO SUR | RETY | | SURETY (Print C | ompany Name) |
| | | | | Suite 450, Walnut Creek, CA 94597 |
| WITNESS AS TO SUR | RETY | | Business Address | |
| | | Ву | 34 | |
| | | | Authorized Signat | ture |
| | | | | _ |
| | | | (Print Name) | |
| | | OR | | |
| (SEAL) | | | SURETY'S AGEN | IT |
| ATTEST: | | | | |
| Man 1. | ×. 0 | _ | 00000 | 7 |
| WITNESS AS TO AGE | NT | Ву: | As Attorney in Fac | ct (Attached Power) |
| | | | , | |
| Cathy S. Kennedy WITNESS AS TO AGE | NIT | 9 | Cheryl L. Thomas (Print Name) | S |
| WITINESS AS TO AGE | 141 | | | |
| | | | 0K07568 | Lyse box |
| | | | Agent's License N Acrisure of Califo | |
| | | 4 | DBA: Rohm Insu | rance Agency, LLC |
| | | | Agent's Name | |

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

2015 Version www.NotaryClasses.com 800-873-9865

| County of Orange } |
|---|
| On April 10, 2024 before me, Susan E. Morales, Notary Public (Here insert name and title of the officer) |
| personally appeared Cheryl L. Thomas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that |
| the foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. Susan E. Morales COMM. #2444309 MOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027 Notary Public Signature (Notary Public Seal) |
| • |
| ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM |
| This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from |
| other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. |
| (Title or description of attached document) • State and County information must be the State and County where the document |
| Everest Reinsurance Company signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which |
| (Title or description of attached document continued) Mumber of Pages Document Date 4/10/24 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of |
| notarization. CAPACITY CLAIMED BY THE SIGNER notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. |
| he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. |
| Corporate Officer The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. |
| ☐ Partner(s) the county clerk. |
| Trustee(s) acknowledgment is not misused or attached to a different document. |
| ◆ Indicate title or type of attached document, number of pages and date. ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). |

• Securely attach this document to the signed document with a staple.



POWER OF ATTORNEY EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.





Everest Reinsurance Company and Everest National Insurance Company

المالية المالية

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 10th day of APRIL 2024





By: Sylvia Semerdjian, Assistant Secretary

| Bond No.; ES00017663 | Principal Amount: \$43,942.50 |
|---|---|
| Dramium: \$220 00/1 vr | |
| SIDEWALK PERFO | RMANCE BUND |
| Project: 360 Communities at Clear Lake, Phase City of Pooler Permit No.: (if applicable) Project Location: Clear Lake Way & Marketplace | |
| KNOW ALL MEN BY THESE PRESENTS: | |
| That address of 100 Blue Moon Crossing, Suite 11- Principal, hereinafter called Everest Reinsurance Company hereinafter called the "SURETY," 1340 Treat Blvd., Suite 450, Walnut Creek, CA 9 existing under the laws of the State of Delaward the State of Georgia, are held and firmly bot subdivision of the State of Georgia, by and through the sum of Forty-Three Thousand Nine Hundre (\$\$43,942.50), lawful money of the United Stand truly to be made, we bind ourselves, our hassigns, jointly and severally, firmly by these presents. | registered business address of 4597, a Surety insurer, chartered and , and authorized to do business in und unto City of Pooler, Georgia, a political ugh its Mayor and Aldermanic Board, 100 SW 261, herein called the "OBLIGEE," in the penal red Forty-Two * and 00/100 Dollars States of America, for the payment of which well eirs, executors, administrators, successors and |
| THE CONDITION OF THE FOREGOING OBLIGA | TION IS SUCH THAT: |
| WHEREAS, Principal has agreed to improvements: 360 Communities at Clear Lake require the installation of sidewalks, which shall be first date the subdivision plat for the described in Clerk for the Superior Court of Chatham County, federal, state, and local rules, regulations, laws Ordinances for the City of Pooler, Georgia. | e constructed within eighteen (18) months of the nprovements is recorded with the Office of the Georgia, and in accordance with all applicable |
| NOW THEREFORE, until this obligations he | reunder cease as outlined herein: |
| the said Principal shall construct, or have constru- shall save the Obligee harmless from any loss complete said work, then this obligation shall be no effect. | , cost or damage by reason of its failure to ull and void, otherwise to remain in full force and |
| The Surety, upon receipt of non-performance or default by Principal, will com- such amount up to the Principal Amount of complete the improvements. | f written notice from the Obligee indicating any iplete the improvements or pay to the Obligee this bond which will allow the Obligee to |
| 3. In the event any non-perforn following the date of the written notice being receiv work completed. Upon completion, Obligee shall pre work completed pursuant to the terms herein. The S | sent a written statement of costs to Surety for any |

shown on the statement of costs to Obligee within three (3) business days of receipt of the statement of costs, up to the Principal Amount of this bond. The Surety shall pay all costs and expenses, including reasonable attorney fees incurred by Obligee in enforcing the terms of this bond.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Obligee.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

| IN WITNESS WHEREOF, Contract ES00017663 , this 10th day of | ctor and Surety do hereby duly execute this Bond No.: ofApril, 2024 |
|---|--|
| WITNESS AS TO CONTRACTOR WITNESS AS TO CONTRACTOR | CONTRACTOR Clear Lake (GA) Owner I LLC a Delaware limited lie bility compa CONTRACTOR - Signature Tesse R. Baker (Print Name) By: Authorized Signatory Title |
| (SEAL) ATTEST: | COMPANY NAME |
| WITNESS AS TO SURETY | Everest Reinsurance Company SURETY (Print Company Name) |
| WITNESS AS TO SURETY | 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597 Business Address |
| | By:Authorized Signature |
| | (Print Name) |
| (SEAL) ATTEST: | SURETY'S AGENT |
| Cathy & Kenney WITNESS AS TO AGENT | By: Chest L. Thorses As Attorney in Fact (Attached Power) |
| Cathy S. Kennedy WITNESS AS TO AGENT | (Print Name) |
| | OK07568 Agent's License Number Acrisure of California, LLC DBA: Rohm Insurance Agency, LLC Agent's Name |

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange

| On April 10, 2024 before me, _ | Susan E. Morales, Notary Public (Here insert name and title of the officer) |
|---|--|
| name(s) is/are subscribed to the within he/she/they executed the same in his/h | factory evidence to be the person (s) whose instrument and acknowledged to me that er/ their authorized capacity (ies) , and that by the person(s), or the entity upon behalf of |
| I certify under PENALTY OF PERJURY the foregoing paragraph is true and con | |
| WITNESS my hand and official seal. Susan L. Morales Notary Public Signature (N | SUSAN E. MORALES COMM. #24.44309 NOTARY PUBLIC: CALIFORNIA O ORANGE COUNTY MY COMM. Expires April 14, 2027 |
| ADDITIONAL OPTIONAL INCOPMAT | INSTRUCTIONS FOR COMPLETING THIS FORM |
| ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Bond #ES00017663 | This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. |
| (Title or description of attached document) | State and County information must be the State and County where the document |
| Everest Reinsurance Company | signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared which |
| (Title or description of attached document continued) | must also be the same date the acknowledgment is completed. |
| Number of Pages Document Date _4/10/24_ | The notary public must print his or her name as it appears within his or he commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time or |
| CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other | notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/hey/; is/are) or circling the correct forms. Failure to correctly indicate thi information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). |
| :015 Version www.NotaryClasses.com 800-873-9865 | Securely attach this document to the signed document with a staple. |



POWER OF ATTORNEY EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

REINSURANCE CORPORATE CORPORATE SEAL 1973
OFLAWARE *



Everest Reinsurance Company and Everest National Insurance Company

C. Louis

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Linda Robins, Notary Public

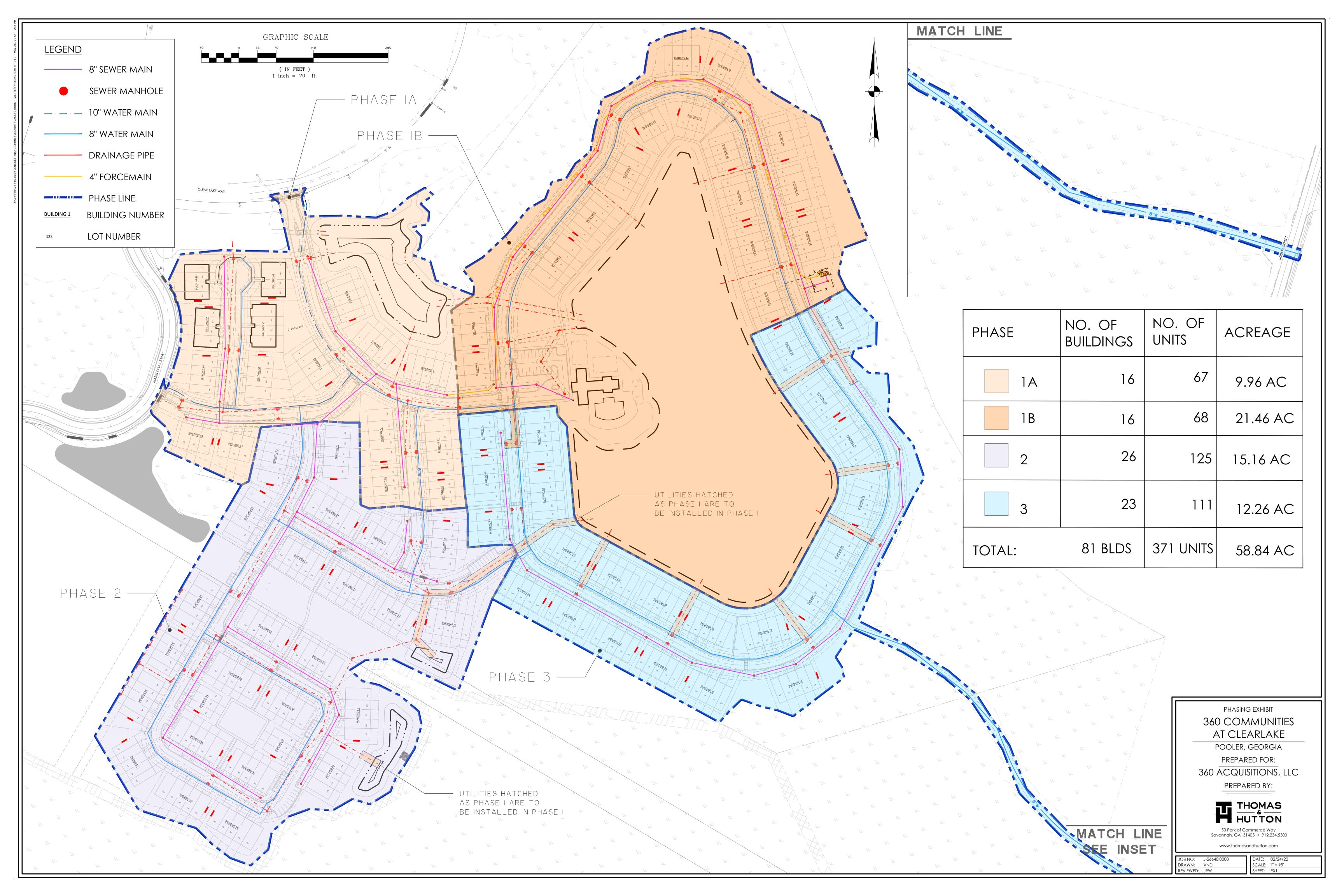
I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 10th day of APRIL 2024





By: Sylvia Semerdijan, Assistant Secretary





Public WorksCertificate of Completion

June 28, 2024

360 Communities at Clearlake -Phase 1B

The developers of 360 Communities at Clearlake - Phase 1B, completed all punch list items for this project. The City of Pooler Public Works Department approves the above-stated development to begin its warranty bonding period for UTILITIES, upon council approval.

| Signed and Approved By: | |
|---|--|
| | |
| John Winn-Sewer Superintendent | Mark Williams- Water Superintendent |
| ☑ Publie ☐ Private | Public Private |
| Chris Costa- Drainage Superintendent Public Private | Shawn McNelly- Street Superintendent Public Private |
| Tarra Duff | , y, |
| Public Works Coordinator | (|
| A TOTAL STORES COOLUMN | |
| | |



October 20th, 2023

Ms. Kimberly Dyer Planning and Zoning Department City of Pooler 100 Southwest HWY 80 Pooler, GA 31322

Subject: Warranty Bond & Sidewalk Performance Request (10/10/2023)

360 Communities - Phase 1B

Dear Ms. Dyer:

We have reviewed the request for 360 Communities Phase 1B – Warranty Bond & Sidewalk Performance Bond, furnished by Thomas & Hutton, specifically the Schedule of Values and Unit Cost for the required bond.

For the Warranty Bond Request, the included infrastructure is as follows: Water Distribution System & Sanitary Sewer System.

Based on the calculations provided by Nathan B. Long, P.E., with Thomas & Hutton, the cost of the included infrastructure for the Warranty Bond is \$627,176.00, which is correct. Therefore, the calculated value of the 50% Warranty Bond of \$313,588.00 is correct.

For the Performance Bond Request, the remaining infrastructure is as follows: Sidewalk.

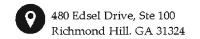
Based on the calculations provided by Nathan B. Long, P.E., with Thomas & Hutton, the cost of the remaining sidewalk for the Performance Bond is \$29,295.00, which is correct. Therefore, the calculated value of the 150% Performance Bond of \$43,942.50 is correct.

This review was based exclusively on the information provided by the project design professional that is solely responsible for its content and the accuracy of that information.

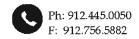
If you have you have any questions and/or comments, please feel free to contact me via email or phone at <u>tshoemaker@eomworx.com</u> or (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker Trevor Shoemaker Project Manager EOM









January 16th, 2024

Brian Crooks City of Pooler 100 Southwest HWY 80 Pooler, GA 31322

Subject:

Performance Bond Request

360 Communities at Clear Lake – Phase 1B

Dear Mr. Crooks:

We have reviewed the requests for 360 Communities at Clear Lake Phase 1B – Performance Bonds, furnished by Thomas & Hutton, specifically the Schedule of Values and Unit Cost for the required bond.

For the Performance Bond Request, the remaining infrastructure includes: Electrical (for Lift Station).

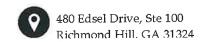
Based on the calculations provided by Thomas & Hutton, the cost of the remaining Electrical work (for Lift Station) is \$47,500.00, which is correct. Therefore, the calculated value of the 150% Performance Bond of \$71,250.00 is correct.

This review was based exclusively on the information provided by the project design professional that is solely responsible for its content and the accuracy of that information.

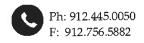
If you have you have any questions and/or comments, please feel free to contact me via email or phone at tshoemaker@eomworx.com or (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker Trevor Shoemaker Project Manager EOM









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

January 17, 2024

Mr. Brian Crooks Zoning Administrator City of Pooler 100 SW Highway 80 Pooler, Georgia 31322

> Re: 360 Communities at Clearlake Phase 1B – Performance Bond Estimate Approval J-26640.0008 Pooler, Georgia

Dear Mr. Crooks,

We are preparing to submit a subdivision plat and performance bond for Phase 1B of 360 Communities at Clearlake. The project was approved for construction at City Council on June 6, 2022 and since that time, the project has been under construction. The project is being constructed in 4 phases per the phasing exhibit attached. The subdivision plat and bond submittals will be made under a separate cover, upon approval of the bond amount.

Please accept this letter and the following in support of this bond amount approval:

- Phasing Exhibit
- Contractor Pumpstation Payment Schedule details unit costs

The total construction cost remaining is \$47,500, and at the 150% performance bonding amount, the proposed performance bond would be \$71,250. Please provide our office with your approval of this bond estimate so that we may proceed with the bond and plat submittal related to phase 1B. Please contact our office with any questions.

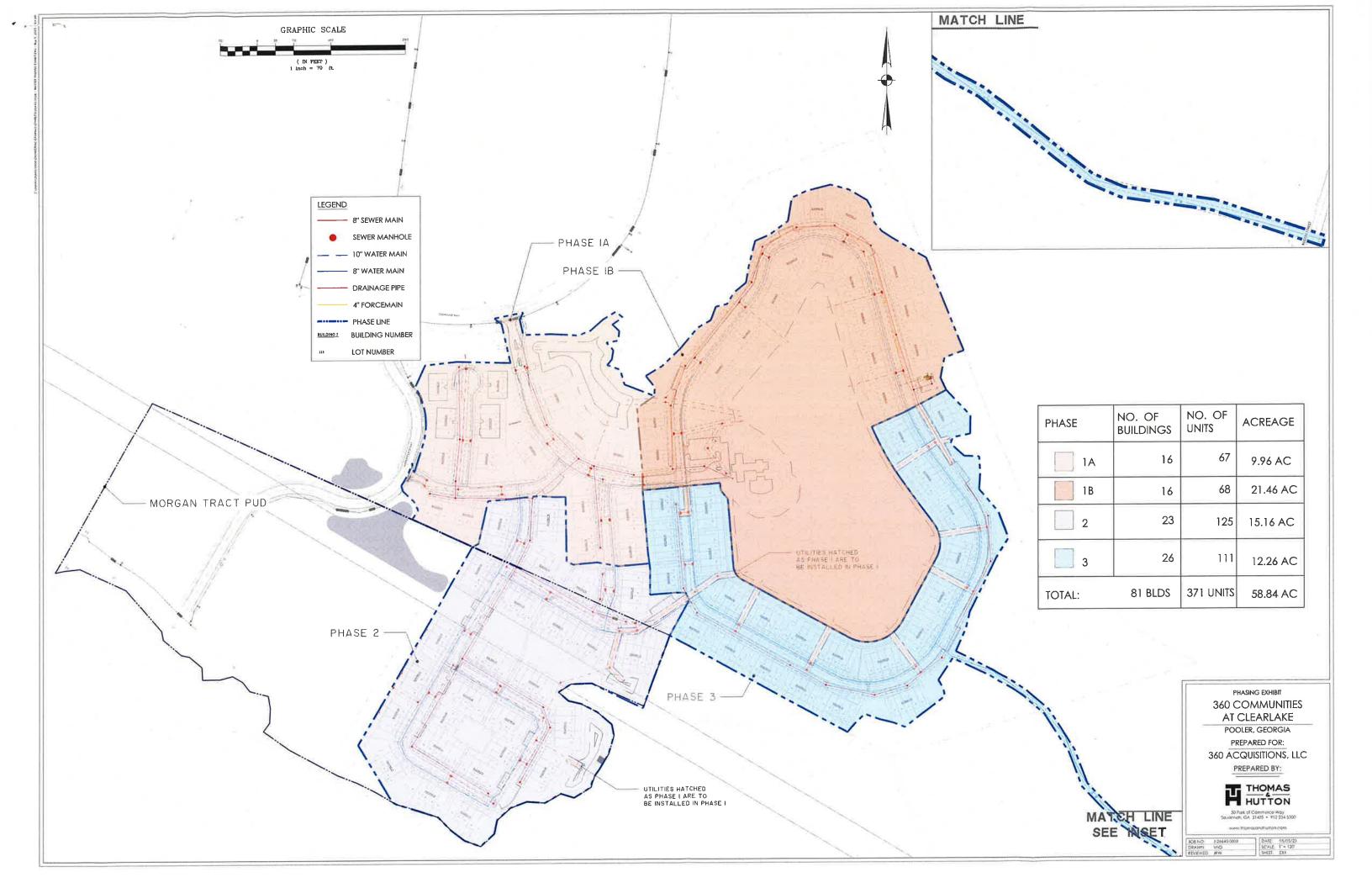
Sincerely,

THOMAS & HUTTON

Nathan B. Long, P.E.

Cc: Richard Phillips, Project Manager – Freehold Capital Management, LLC Michael Lerque, PE – Thomas & Hutton

Enclosures



SPREAD & WORK SHEETS SANITARY SEWER SYSTEM

PROJECT NAME:

CLEARLAKE

| Item | Description | Quantity | Unit | Unit Price | Total Cost |
|------|--|----------|------|---------------|---------------|
| 1 | 6' Diameter Wet Well (Lined) +- | 1 | LS | \$ 120,000.00 | \$ 120,000.00 |
| • | 17' Excavation Depth | | | | |
| 2 | Valve Vault | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 3 | Internal piping of Wet Well, Valve | 1 | LS | \$ 51,000.00 | \$ 51,000.00 |
| | Vault & 4" By-Pass | | | | |
| 4 | | | | | \$ - |
| 5 | Pumps & Controls | - 1 | LS | \$ 85,000.00 | \$ 85,000.00 |
| 6 | SCADA System | 1 | LS | | \$ - |
| 7 | All Electrical Including Concrete Pads, Backboards, Control Panel Mounting and Misc. | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| 8 | Special Coated Manhole No. 1 / 12-14' Deep | 1 | EA | \$ 14,000.00 | \$ 14,000.00 |
| 9 | 6" GABC ON Filter Fabric (inside PS Fence) | 356 | SY | \$ 30.00 | \$ 10,680.00 |
| 10 | Pump Station Fence w/2 ea. 10' Gates | 1 | EA | \$ 15,000.00 | \$ 15,000.00 |
| 11 | Startup & Testing of Pump Station | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 12 | GENERATOR | 1 | EA | \$ 2,500.00 | \$ 2,500.00 |
| | | | | \$ 348,180.00 | |

Total Preformance Bond Amount \$47,500 X 1.5 = \$71,250.00



| STATE OF GEORGIA | } |
|-------------------|---|
| |) |
| COUNTY OF CHATHAM | } |

ORDINANCE 02024-07.B

Emergency Access Requirements for Gated Properties, Knox Brand Key Lock Boxes for Emergency Access, and For Certain Structures as Designated by the Fire Chief or Their Designee.

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES, CHAPTER 46 – FIRE PREVENTION AND PROTECTION.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Pooler that the Code of Ordinances of the City of Pooler, Georgia are hereby amended as follows:

Ι

Sec. 46-7. Emergency access requirements for gated communities properties.

Sec. 46-7.4. Standards.

Operation of gates or restricted access. Where access to an area is restricted because of secured openings and where immediate access is necessary for emergency (lifesaving, firefighting purposes or law enforcement purposes) the following is required:

- (1) All vehicle access gates or barriers shall be electrically operated for entry and exit by an approved method by the City of Pooler; and furthermore, they will be equipped with the required following access control system:
 - a. Radio operated controller. All blocking barriers shall be equipped with a range-able radio receiver capable of receiving access commands from public safety radio transceivers. Such emergency access control device will be able to operate with the radio systems typically used by public safety agencies operating within Chatham County and the State of Georgia. Exceptions: Radio controlled exit/activation LED device may be waived by installation of a "free exit" loop.
- (2) Gates requiring radio-controlled exit/LED activation shall be provided with an approved two_inch by two_inch blue, reflective marker visible to the exiting vehicle. It shall be located in the center of the exit gate.
- (3) Wiring of electrical gates shall be provided by AC (Alternate Current) current with underground installation.
- (4) Electrically operated gates shall fail to the open position when the power is off. They shall remain open until power is restored.

- (5) Residential gated properties (single-family, multi-family, townhomes, and condominiums) shall require a Click2Enter brand radio-operated control system for all vehicular accesses.
 - (6) Commercial and industrial gated properties shall require Knox brand gate and key switches for all automatic powered gates and Knox brand exterior padlocks for all non-powered gates.

Sec. 46-7.5. Submittal.

The following information shall be submitted to the City of Pooler Fire Department and the City of Pooler Inspections Department:

- (1) Method of operation of equipment
- (2) If applicable UL (Underwriters Laboratory) listing numbers of equipment used
- (3) Manufacturers specification sheets for electrical gate controller; and
- (4) A site plan of the property and a site plan detail of each gate location drawn to scale (1"-10', 1"-20', or 1"-40') indicating or showing:
 - a. Contractors company name, address, phone number, and contact person;
 - b. Exact locations of the entry to the property;
 - c. Assessor's parcel number;
 - d. Property lines;
 - e. Proposed fence, pedestrian gates, and vehicle gates; and
 - f. Proposed location of key box and radio operated controller

g.

(5) Site plan requirements are for apply to remodels, rebuilds, and new construction only.

Sec. 46-8 - Knox Box brand key lock boxes for emergency access.

Sec. 46-8.1. For commercial, residential, and other locations with restricted access through locked gates.

- (a) The following structures shall be equipped with a key lock box at or near the main entrance or such other location required by the **fire chief** Fire Chief or their designee:
 - (1) Commercial or industrial **gated** structures that are secured in a manner that restricts access during an emergency;
 - (2) Multi_family residential structures that have restricted access through locked gates; and
 - (3) Governmental structures and nursing care facilities with gated entrances.
- (b) All newly constructed structures, communities, or complexes subject to this section shall have the key lock box installed and operational prior to the issuance of an occupancy permit. All structures, communities, or complexes in existence on the

- effective date of the ordinance from which this section is derived and subject to this section shall have one year from the effective date of the ordinance from which this section is derived to have a key lock box installed and operational.
- (c) The fire chief shall designate the type of key lock box system to be implemented within the city and shall have the authority to require all structures to use the designated system. The owner or operator of a structure, community, or complex required to have a key lock box shall, at all times, keep a key inside the key lock box and maintain operation of the key lock box at all times. All property owners, structure owners, and managers shall notify the Fire Department immediately of any changes to keys and/or locks, fobs, reader cards, etc. for access to allow for the placement of new keys in the key lock box.
- (d) The owner or operator of a structure, community, or complex required to have a key lock box shall, at all times, keep a key in the lock box, or maintain the operation of the box at all times. Any person, entity, corporation, association, etc. who owns, operates, or maintains a structure, community, or complex subject to this section and in violation hereof shall be subject to the general penalty provisions found in Section 1-12 of this Code. Further, during a response to an emergency wherein emergency response vehicles are unable to enter a gated/controlled access, the City of Pooler shall be held harmless from any damage to a gated/controlled access. Where access is not provided, the property owner may be billed by the City of Pooler for the time, material, and equipment used during the emergency response.
- (e) The fire chief shall be authorized to implement rules and regulations for the use of the lock box system. The Fire Chief or their designee shall designate the type and brand of key lock box system to be implemented within the City and shall have the authority to require all structures to use the designated system. The approved key lock box brand is the Knox Rapid Access System AKA Knoxbox.
- (f) Any person, entity, corporation, association, etc. who owns, operates, or maintains a structure, community, or complex subject to this section and in violation hereof shall be subject to the general penalty provisions found in section 1-12 of this Code. All requests for a designated key lock box system shall be coordinated through the Fire Chief or their designee to obtain approval for the location of the key lock box on each site.
- (g) All requests for the designated key lock box system shall be coordinated through the fire marshal and get approval for the location of the box on each site. The Fire Chief or their designee shall be authorized to implement rules and regulations for the use of the designated key lock box system.
- (h) This article shall take effect immediately upon its passage.

Sec. 46-9. For certain buildings structures as designated by the fire chief or their designee.

- (a) The following structures shall be equipped with a key lock box at or near the main entrance for such other location required by the **fire chief Fire Chief or their designee**:
 - (1) Commercial or industrial structures protected by an automatic alarm system or automatic suppression system, or such structures that are secured in a manner that restricts access during an emergency;

- (2) Multi_family residential structures that have restricted access through locked doors and have a common corridor for access to the living units; and
- (3) Governmental structures and nursing care facilities.
- (b) All newly constructed structures subject to this section shall have the key lock box installed and operational prior to the issuance of an occupancy permit. All structures in existence on the effective date of the ordinance from which this section is derived and subject to this section shall have one year from the effective date of the ordinance from which this section is derived to have a key lock box installed and operational.
 - (1) The fire marshal shall designate the type of key lock box system to be implemented within the city and shall have the authority to require all structures to use the designated system.
 - (2) The owner or operator of a structure required to have a key lock box shall, at all times, keep a key in the lock box that will allow for access to the structure.
 - (3) The fire marshal shall be authorized to implement rules and regulations for the use of the lock box system.
 - (4) Any person, entity, corporation, association, etc. who owns, operates, or maintains a structure, community, or complex subject to this section and in violation hereof shall be subject to the general penalty provisions found in section 1-12 of this Code. Further, during a response to an emergency, where access by emergency response vehicles are unable to enter a gated/controlled access, the city shall be held harmless from any damage to a gated/controlled access. Where access is not provided, the property owner may be billed by the City of Pooler for the time, material, and equipment use for emergency response.
 - (5) All requests for the designated key lock box system shall be coordinated through the fire marshal and get approval for the location of the box on each site.
- (c) The owner or operator of a structure required to have a key lock box shall, at all times, keep a key inside the key lock box and maintain operation of the key lock box at all times.
- (d) Any person, entity, corporation, association, etc. who owns, operates, or maintains a structure, community, or complex subject to this section and in violation hereof shall be subject to the general penalty provisions found in section 1-12 of this Code. Further, during a response to an emergency, wherein access by emergency response vehicles are unable to enter a gated/controlled access, the City of Pooler shall be held harmless from any damage to a gated/controlled access. Where access is not provided, the property owner may be billed by the City of Pooler for the time, material, and equipment use for emergency response.
- (e) The Fire Chief or their designee shall designate the type and brand of key lock box system to be implemented within the City and shall have the authority to require all structures to use the designated system. The approved key lock box brand is the Knox Rapid Access System AKA Knoxbox.
- (f) All requests for a designated key lock box system shall be coordinated through the Fire Chief or their designee to obtain approval for the location of the key lock box on each site.
- (g) The Fire Chief or their designee shall be authorized to implement rules and regulations for the use of the designated key lock box system.

(h) This article shall take effect immediately upon its passage.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

III

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the said holding shall in no way affect the validity of the remaining portions of this ordinance.

IV

| This ordinance shall I Council of Pooler, Ge | | n its adoption by the Mayor and City |
|---|--------|--------------------------------------|
| FIRST READING: | day of | |
| SECOND READING: | day of | |
| ADOPTED: | day of | |
| | | CITY OF POOLER, GEORGIA |
| | | Karen L. Williams, Mayor |
| | | ATTEST: |
| | | |
| | | Kiley Fusco, Clerk of Council |



CITY of POOLER

GEORGIA

PROCLAMATION

National Health Center Week

- **WHEREAS**, health centers across our nation serve as beacons of accessible, affordable, and high-quality healthcare, providing essential medical, dental, behavioral health, and preventive services to individuals and families in our communities; and
- WHEREAS, National Health Center Week, observed from August 4-10, 2024, offers an opportunity to celebrate the profound contributions of health centers and their dedicated healthcare professionals in promoting wellness, reducing health disparities, and improving the overall quality of life for millions of Americans; and
- **WHEREAS**, health centers embody the principles of equity and inclusivity by offering comprehensive care to all, regardless of their ability to pay, ensuring that everyone has access to the healthcare services they need; and
- WHEREAS, the compassionate efforts of health center staff, volunteers, and supporters deserve our highest commendation for their unwavering commitment to delivering patient-centered care and fostering healthier communities through education, prevention, and treatment; and
- **WHEREAS**, during this National Health Center Week, we reaffirm our commitment to supporting policies and initiatives that strengthen health centers, expand healthcare access, and enhance the well-being of individuals and families across our nation;
- NOW, THEREFORE, the Mayor and Council of the City of Pooler, Georgia do hereby proclaim August 4-10, 2024 as National Health Center Week and urge all citizens to join in recognizing the vital role of health centers, expressing gratitude to their dedicated staff and volunteers, and raising awareness about the importance of accessible healthcare for all.
- IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pooler, Georgia to be affixed this day of August 5, 2024.

| | Karen L. Williams, Mayor |
|--|-------------------------------|
| | ATTEST: |
| | |
| | Kiley Fusco, Clerk of Council |



PLANNING & ZONING STAFF REPORT

Conditional Use Request for a Warehouse, Show Room and Office

| Project: | #A24-0111 |
|---------------------------------|--|
| P&Z Meeting Date: | July 22, 2024 |
| Public Hearing Date: | August 5, 2024 |
| Applicant and Authorized Agent: | Greg Coleman / Coleman Company (Agent) |
| Location (Address): | 1323 E US Highway 80 |
| Parcel (PIN): | 50987 02001B |
| Existing Zoning: | I-1 (Light Industrial) |
| | |
| Zoning Action: | Conditional Use |
| Request: | Request to establish three warehousing units to include a showroom, an office and storage facility for Livingoods. |
| | |
| Application Filed: | June 25, 2024 |
| Legal Notice Published: | July 14, 2024 |
| Sign Posted: | July 9, 2024 |
| Letters Mailed: | July 8, 2024 |
| | |
| Staff Recommendation: | Approval with the condition that truck access is only permitted via Old Louisville Road |
| Planning & Zoning Commission: | After review of the criteria, P&Z recommends approval of the request with the condition that truck access is only permitted via Old Louisville Road. |
| Recommended Motion: | "After review of the criteria, move for approval of the request with the condition that truck access is only permitted via Old Louisville Road." |
| | |

Background:

The subject site is approximately 29.5 acres, is undeveloped and is located at 1323 E. US Highway 80. The property is bordered by US Highway 80 to the south and Old Louisville Road to the north and adjacent properties are in the I-1 and C-2 zoning districts. This property was rezoned in December 2023 from R-A-1 and C-2 to I-1 with the condition that the I-1 zoned portions shall only have truck access from Old Louisville Road.

The applicant is proposing to develop the site with three warehouse units to include a showroom, office and storage facility for Livingoods.

Relevant Ordinances:

App. A, Art. IV, Table 4.1: Allowed Uses by Zoning District

App. A, Art. IV, Sec. 4. Conditional Uses.

Zoning Action Standards:

- 1. The proposed use will not be contrary to the purpose of this ordinance.
 - The proposed use would be consistent with the surrounding uses, which includes other warehouses and similar industrial, commercial, and office uses. The proposed use would be consistent with the purpose of the ordinance for industrial development.
- 2. The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers.
 - The proposed use would not be detrimental to adjacent properties or surrounding areas. The proposed use is an allowed use within the I-1 District and would be similar to the other warehousing and industrial uses abutting the property and nearby.
- 3. The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement acquainted with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use.
 - The proposed use is consistent and compatible with existing uses nearby and those otherwise allowed in the district and would not constitute a nuisance or hazard.
- 4. The proposed use will not be affected adversely by the existing uses of adjacent properties.

- The proposed use will not be affected adversely by the existing uses of adjacent properties as the proposed use is similar and compatible with existing uses.
- 5. The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use.
 - The subject site is of sufficient size to satisfy all site design requirements for the use.
- 6. The parking and all development standards set forth for each particular use for which a permit may be granted will be met.
 - Any future parking and site development proposed for this property must go through the site plan review and approval process to ensure development is in compliance with City code.
- 7. The action will not adversely impact adjacent or nearby properties in terms of property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.
 - The action will not adversely impact adjacent or nearby properties in terms of property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

Conclusion:

Staff finds the request complies with the required criteria for conditional use. As such, staff recommends **Approval** of the request **with the condition that truck access is only permitted via Old Louisville Road**.

Attachments:

- A. Vicinity Map
- B. Zoning Map
- C. Application and Submittal Documentation



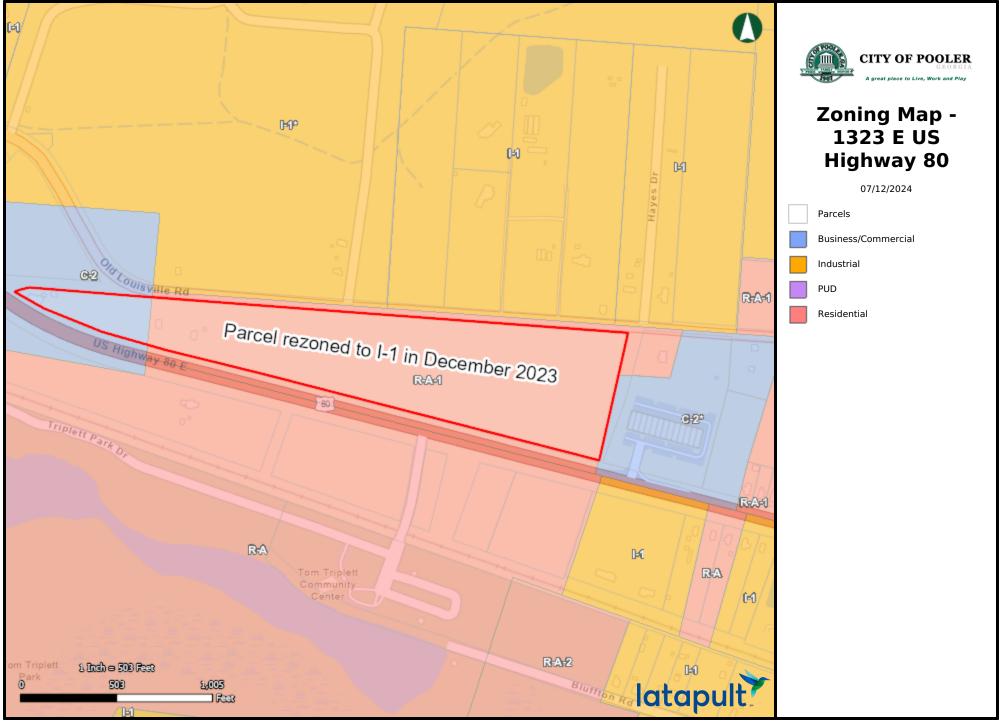


Vicinity Map -1323 E US Highway 80

07/12/2024

Parcels

This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions



This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions



Current Zoning

Conditional Use Application

Current Use

Page 1 of 2

Updated MAY 2024

A24-0111

NOTICE TO APPLICANT This application will not be processed until the following items are submitted: Filing fee (checks payable to: City of Pooler) Preliminary site plan including (1),(2), (3) and (6) of Appendix A, Article V, Section 4 (c One copy if 11" x 17" or smaller; 16 copies if larger Signed and dated Campaign Contribution and Conditional Standards forms Authorization of property owner signed, dated, and notarized Under Contact Information, addresses and telephone numbers do not have to be repeated if already provided. Staff correspondence will be sent to one designated contact person, not all listed. Rec. 6/21/24 OFFICE USE ONLY Hearing Date: Published in Legal Organ: ____ Letters of Notification Mailed: Sign Posted: ____ Action (minutes attached): Approved Denied Results Mailed to Applicant: Contact Information Greg Coleman 912.200.3041 Applicant Name Applicant Phone 1580 Chatham Parkway Suite 100, Savannah, GA 31405 gcoleman@cci-sav.com Applicant Mailing Address Applicant Email The Ben B. Wall Irrevocable Trust 2011 912.414.3553 Property Owner Name Property Owner Phone 125 Pine Meadow Dr. Pooler GA 31322 Ben@atlanticwaste.com Property Owner Mailing Address Property Owner Email Ben Wall 912.414.3553 Contact Person Name Contact Person Phone 125 Pine Meadow Dr. Pooler GA 31322 Ben@atlanticwaste.com Contact Person Mailing Address Contact Person Email **Property Information** 1323 E US HWY 80, Pooler, GA 31322 50987 02001B Location Address Parcel Identification # I-1 Vacant, SF Home



Conditional Use Application

Page 2 of 2

Updated MAY 2024

Description of proposed use, listing specific sections of zoning ordinance that apply:

Warehousing, Livingoods HQ.

Description of proposed activities, number of units, hours of operation:

Warehousing, 3 units, 7:30-5:30. Show room, office, storage facility for Livingoods appliances and bedding

Description of activities undertaken by the developer and subsequent occupant to mitigate all adverse impacts upon the surrounding properties before, during, and after the completion of development activities:

Providing buffering along HWY 80, to screen the storage/parking components of facility. Architectural features on the building fronting HWY 80 to match the character of the area.

Proposed Starting Dates of Land Disturbance, Construction, Completion, Use Opening, First Occupancy:

Land disturbance, Construction: March 2025

Completion, Use Opening, First Occupancy: March 2026

Adjacent Property Owners

Name and address of surrounding property owner's primary residence within a radius of 200 ft. of the property as of the date of filing. Include those directly across a public right-of-way. Use an additional sheet if necessary.

| | See ac | ijacent neignbors page. | |
|----------------|---------|--|--|
| Name | Address | | Zip |
| ffidavit | | | |
| | | ave read, examined, and completed thi ation is true and correct. | s application and certify that all the |
| Greg C | Cokman | \mathcal{M} | 6-20-24 |
| Applicant Name | e | Applicant Signature | Date |
| Attestant Name | e | Attestant Title | Date |

Adjacent Property Owners

OLD LOUISVILLE RD

MANA NUTRITIVE AID PRODUCTS INCORPORATED

130 LIBRARY LANE, MATTHEWS NC 28105

OLD LOUISVILLE RD
PRO LAND INVESTMENTS LLC
PO BOX 821700 PEMBROKE PINES FL 33082

5250 OLD LOUISVILLE RD, 0 OLD LOUISVILLE RD POOLER DISTRIBUTION COMPLEX LLC PO BOX 126 VALDOSTA GA 31603

1287 E US HWY 80 SOUTHERN REAL ESTATE CO, INC 4330 HWY 39 N MERIDIAN MS 39301

200 PINE MEADOW DR
GEORGIA PORTS AUTHORITY
PO BOX 2406 SAVANNAH GA 31402

100 TRIPLETT PARK

ATTN: COUNTY MANAGER

124 BULL ST ROOM #220 SAVANNAH GA 31401

1367 OLD LOUISVILLE RD
WATERS BEVERLY HALL
PO BOX 487 POOLER GA 31322

1370 E US HIGHWAY 80
POOLER PLAZA CONDIMINIUM ASSOCIATION LLC
3715 NORTHSIDE PARKWAY B-400, SUITE 425 ATLANTA GA 30327

5187 LOUISVILLE RD PROTSMAN BRYAN A PO BOX 15684 SAVANNAH GA 31416



Conditional Use Standards

Page 1 of 1

Updated SEPT 2023

Review Criteria

The Planning & Zoning Commission shall hear and make recommendations upon such uses in a district that are permitted as conditional uses. The application to establish such use shall be approved by the city council on a finding that:

- 1. The proposed use will not be contrary to the purpose of this ordinance;
- 2. The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers;
- 3. The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement acquainted with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use;
- 4. The proposed use will not be affected adversely by the existing uses of adjacent properties;
- 5. The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use;
- 6. The parking and all development standards set forth for each particular use for which a permit may be granted will be met; and,
- 7. The action will not adversely impact adjacent or nearby properties in terms of property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted in order to promote the public welfare and protect the established development pattern.

Additional Mitigation Requirements

The Planning & Zoning Commission may suggest and the Mayor and Council may impose or require such additional restrictions and standards (e.g., increased setbacks, buffer strips, screening, etc.):

- 1. As may be necessary to protect the health and safety of workers and residents in the community; and
- 2. To protect the value and use of property in the general neighborhood.

Affidavit of Receipt

| I understand the importance of this | s document and acknowledge that this aff | idavit serves as a formal record of my | |
|-------------------------------------|--|--|--|
| receipt of the document. | | | |
| P. 11. | | 1 00 211 | |
| Greg Coleman | | 6-20-24 | |
| Applicant Name | Applicant Signature | Date | |



Hearing Information

Zoning Action/Agenda Item

Campaign Contribution Disclosure Form (Zoning Action Applicant)

Page 1 of 1

Updated MAY 2024

Per GA § 36-67A-3, rezoning action applicants and opponents are required to disclose campaign contributions or gifts with an aggregate value of \$250 or more made to any City Official within two years immediately preceding the filing of the application. City Officials include the Mayor, Councilmembers, and Planning & Zoning Commissioners. Rezoning action applicant disclosures shall be filed within ten days after the application for the rezoning action is first filed. If additional space is needed, please attach a second form.

| Planning & Zoning Public Hea | ring/Meeting Date and Time | | |
|--|--|---|--|
| City Council Public Hearing/M | eeting Date and Time | | |
| isclosure Statement | | | |
| Have you made campaign cor and/or Planning & Zoning Cor than \$250.00? | ntributions to one or more Pooler mmissioners, during the past two | City Official(s), including years that, when comb | ng the Mayor, Councilmembers pined, total an amount greater |
| NO, I have not ma over the past | de any campaign contributions two years that, when combined | to one or more Poole , total an amount grea | r City Official(s) ater than \$250.00. |
| past two years | campaign contributions to one that, when combined, total an information is listed below: | or more Pooler City O amount greater than | fficial(s) over the \$250.00 |
| City Official Name | Title | Dollar Value | Description of Gift >\$250 |
| City Official Name | Title | Dollar Value | Description of Gift >\$250 |
| City Official Name | Title | Dollar Value | Description of Gift >\$250 |
| I attest that all information pr | rovided above is true to fact. | , | |
| Grea Coleman | M | | 6-24 |
| Applicant Name | Applicant Signatu | re | Date |
| | • | | |

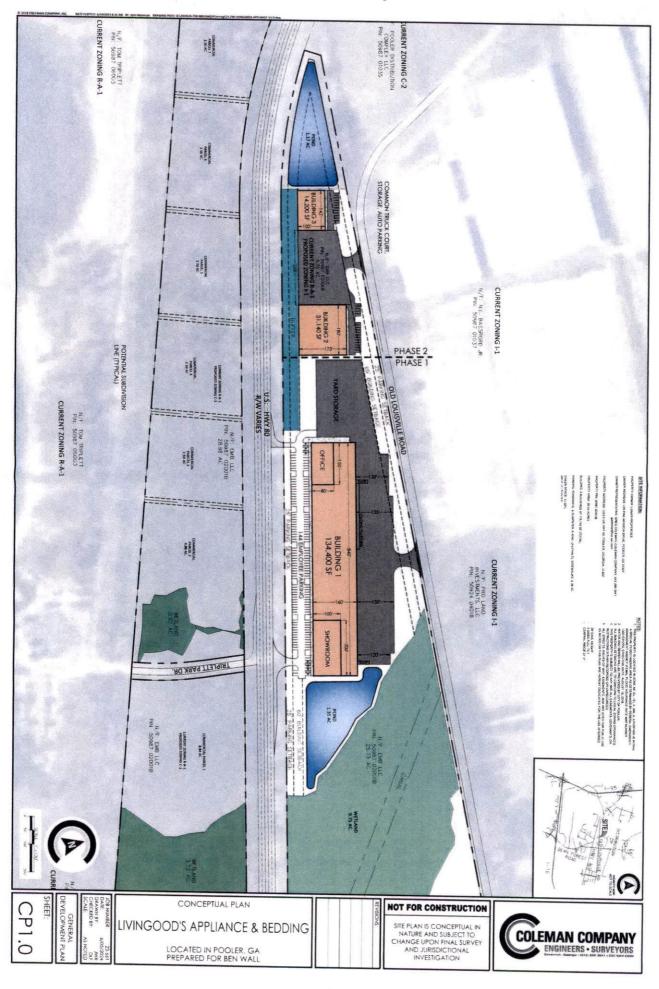


Property Owner Authorization

Page 1 of 1

Updated SEPT 2023

| Authorization | | |
|---|--|-------------------------------------|
| Completion of this form is required fapplications. | for all Rezoning, Conditional Use, Variance | , Site Plan, and Subdivision |
| Rezoning Conditional Use | ☐ Variance ☐ Site Plan ☐ Subdiv | ision |
| I authorize the person named below property or a site plan submittal. | to act as Applicant in the pursuit of rezon | ing, variance or conditional use of |
| Greg Coleman | Gcoleman@cci-sav.com | 912-200-3041 |
| Applicant/Agent Name | Email | Phone |
| 1480 Chatham Parkway Suite 100 Savar | mah Ga 31405 | |
| Applicant/Agent Address | | |
| | | |
| Property Address | 0 0 1 | |
| Ben B. Wall Irrevocable Trust 2011 | Benk Well | 6.19.2024 |
| Owner Name | Owner Signature | Date |
| Notary Public June 19, 2024 Subscribed and Sworn This Day Of | | |
| Subscribed and Sworn This Day Of | al = alment | |
| Notary Name ARY PUBLIC Chatham County State of Georgia My Comm. Expires February 23, 2027 | Notary Signature Notary Signature NOTAP PUBLIC STANDARD NOTAP NOTA | Commission Expiration Seal |





PLANNING & ZONING STAFF REPORT

Variance for Pooler Crossroads Lot 5 Clear Lake Reserve Phase 1 (Clear Lake Vista)
Parking Requirements

| Project: | #A24-0118 |
|---------------------------------|---|
| P&Z Meeting Date: | July 22, 2024 |
| Public Hearing Date: | August 5, 2024 |
| Applicant and Authorized Agent: | Daniel Hawker |
| Location (Address): | Clear Lake Way and Kita Avenue |
| Parcel (PIN): | 51011F 01005 |
| Existing Zoning: | R-3C (Multi-family Residential Dwelling District) |
| | |
| Zoning Action: | Variance |
| Request: | Request to reduce the minimum required parking of 1.75 parking spaces per unit to 1.5 parking spaces per unit for a multi-family development. |
| | |
| Application Filed: | July 3, 2024 |
| Legal Notice Published: | July 14, 2024 |
| Sign Posted: | July 9, 2024 |
| Letters Mailed: | July 9, 2024 |
| | |
| Staff Recommendation: | Denial |
| Planning & Zoning Commission: | After review of the criteria P&Z recommends denial of the request. |
| Recommended Motion: | "After review of the criteria, move for denial of the request." |
| l | |

Background: The subject property is currently vacant, and the site of a proposed multi-family residential development known as Clear Lake Vista located off Clear Lake Way and Kita Avenue. The site is within the R-3C (Multi-family Residential Dwelling) zoning district and is approximately 14.84 acres in size. The applicant is seeking approval for a variance to reduce the minimum required parking of 1.75 parking spaces per unit to 1.5 parking spaces per unit for a multi-family development. The request is being made to provide additional green space throughout the development and reduce impervious surfaces. Relevant Ordinances: App. A, Art. V, Sec. 9 - Variances App. A, Art. III, Sec. 5 - Off Street Parking and Unloading

Zoning Action Standards:

- 1. That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, peculiar to the particular property.
 - The subject parcel is currently vacant and is generally the same size as other parcels in the vicinity, and it does not have unique physical constraints that give it peculiar circumstances or conditions.
- 2. That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the zoning ordinance, without undue hardship to the property.
 - The parcel does not have any unique physical circumstances or conditions that apply to it. The layout of the proposed multi-family development can be reconfigured, or the height of the buildings can be increased to allow parking on the first floor to accommodate the required parking to comply with parking requirements or to increase open space as desired. The property could be developed meeting the requirements of the ordinance.
- That granting the variance will not result in authorization of a use not otherwise permitted in the district in which the property is located or cause substantial detriment to the public good.

| | • The variance will not result in a use not authorized in the zoning district. |
|--------------|--|
| | |
| Conclusion: | Staff finds the request does not comply with the required criteria for a variance in meeting only one of three criteria. As such, staff recommends Denial of the request. |
| | |
| Attachments: | A. Vicinity MapB. Zoning MapC. Application and Submittal Documentation |





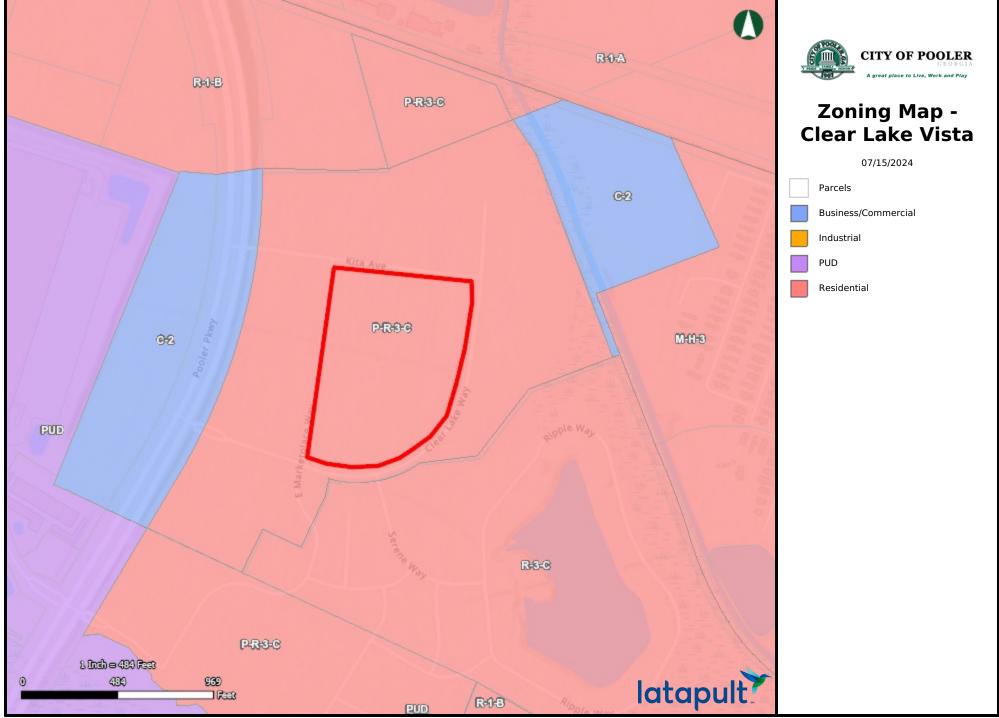
Vicinity Map -Clear Lake Vista

07/15/2024

Parcels

This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions

Attachment B





Zoning Variance Application

Page 1 of 2

Updated MAY 2024

| NOTICE TO | APPLICANT |
|---|--|
| This application will not be processed until the following | g items are submitted: |
| ☐ Site plan and/or architectural rendering of of lot restrictions ☐ One copy if 11" x 17" or smaller; 16 copies ☐ Signed and dated Campaign Contribution a ☐ Authorization of property owner signed, datured Contact Information, addresses and telephone | d by a State of Georgia Certified Land Surveyor proposed development depicting location if larger and Variance Standards forms ted, and notarized in numbers do not have to be repeated if already |
| provided. Staff correspondence will be sent to one of | designated contact person, not all listed. |
| | |
| | USE ONLY |
| Hearing Date: | Published in Legal Organ: |
| Letters of Notification Mailed: | Sign Posted: |
| Action (minutes attached): Approved Denied | Results Mailed to Applicant: |
| Contact Information | |
| Applicant Name | Applicant Phone |
| Applicant Mailing Address | Applicant Email |
| Property Owner Name | Property Owner Phone |
| Property Owner Mailing Address | Property Owner Email |
| Contact Person Name | Contact Person Phone |
| Contact Person Mailing Address | Contact Person Email |
| Property Information | |
| Location Address | Parcel Identification # |



Zoning Variance Application

Page 2 of 2

Updated MAY 2024

| | | | Current Use |
|------------------|--|---|--------------------------------------|
| Purpose of the v | variance request, inclu | ding specific sections of zoning ordina | ance that apply: |
| | | | |
| djacent Prope | erty Owners | | |
| | | perty owner's primary residence with directly across a public right-of-way. | |
| Name | Address | | Zip |
| ffidavit | | | |
| | ned, certify that I have tained in this applicati | read, examined, and completed this on is true and correct. | application and certify that all the |
| · | | | |
| Applicant Name | 1 | Applicant Signature | Date |



Zoning Variance Standards

Page 1 of 1

Updated SEPT 2023

Variance Criteria

After an application has been submitted to the Building Official, reviewed by the Planning & Zoning Commission, and a public hearing has been held by the Mayor and Council, the Mayor and Council may grant a variance from the strict application of the provisions in this ordinance only if **at least two** of the following findings are made:

- 1. That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, peculiar to the particular property; and/or
- 2. That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the zoning ordinance, without undue hardship to the property; and/or
- 3. That granting the variance will not result in authorization of a use not otherwise permitted in the district in which the property is located or cause substantial detriment to the public good.

Affidavit of Receipt

| Council may grant my variance only if my request meets two of these standards. | | | |
|--|---------------------|------|--|
| Applicant Name | Applicant Signature | Date | |

I have received a convert the standards for consideration of my variance request and understand that Mayor 9



Hearing Information

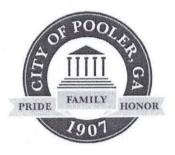
Campaign Contribution Disclosure Form (Zoning Action Applicant)

Page 1 of 1

Updated MAY 2024

Per GA § 36-67A-3, rezoning action applicants and opponents are required to disclose campaign contributions or gifts with an aggregate value of \$250 or more made to any City Official within two years immediately preceding the filing of the application. City Officials include the Mayor, Councilmembers, and Planning & Zoning Commissioners. Rezoning action applicant disclosures shall be filed within ten days after the application for the rezoning action is first filed. If additional space is needed, please attach a second form.

| | 1 | | |
|---|---|--|---|
| Planning & Zoning Public H | earing/Meeting Date and Tir | me | |
| City Council Public Hearing | /Meeting Date and Time | | |
| isclosure Statement | | | |
| | | e Pooler City Official(s), includir last two years that, when comb | |
| | | outions to one or more Pooler mbined, total an amount grea | |
| past two yea | | to one or more Pooler City Of otal an amount greater than s low: | fficial(s) over the |
| past two yea | ars that, when combined, to | otal an amount greater than \$ | fficial(s) over the |
| past two yea My contribut | ars that, when combined, to ion information is listed be | otal an amount greater than solow: | fficial(s) over the \$250.00 |
| past two year My contribut City Official Name | ars that, when combined, to tion information is listed be Title | otal an amount greater than solow: Dollar Value | fficial(s) over the \$250.00 Description of Gift >\$250 |
| past two year My contribute City Official Name City Official Name City Official Name | Title | Dollar Value Dollar Value Dollar Value | Description of Gift >\$250 Description of Gift >\$250 |



Property Owner Authorization

Page 1 of 1

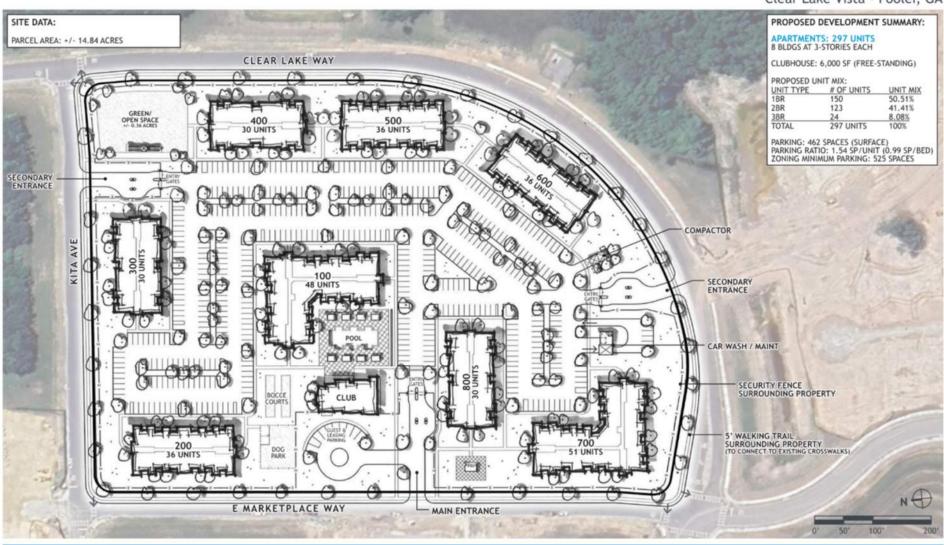
Updated SEPT 2023

| | | The second secon | | |
|--|--------------------|--|--------------------|--|
| Authorization | | | | |
| Completion of this form is required applications. | for all Rezoning | , Conditional U | se, Variance, Site | e Plan, and Subdivision |
| Rezoning Conditional Use | ✓ Variance | Site Plan | Subdivision | |
| I authorize the person named below property or a site plan submittal. | to act as Appl | icant in the pur | suit of rezoning, | variance or conditional use of |
| Daniel Hawker | dha | dhawker@pec.plus | | 678-684-6210 |
| Applicant/Agent Name | Em | | | Phone |
| 350 Research Ct. Peachtree Corners | GA 30092 | | | |
| Applicant/Agent Address | A/1 00032 | | | |
| | | | | |
| I swear that I am the owner of the records of Chatham County, Georgia the best of my knowledge and belied to be the best of my knowledge and belied to be the property Address Rayandra Partel Owner Name | a, and that the f. | information cor | ntained in this au | thorization is true and correct to C, GA 31302 7/2/24 Date |
| Notary Public | 10 | | | |
| 1.1. 2 2024 | | | | |
| Subscriber and Sworn This Day Of | | | 1 1 | |
| MURODON MARUN | ov / | Ment | lik | Tehruen 22 to |
| Notary Name | Nota | y Signature | y p | Commission Explication |
| | | | | Seal NOTARY OF THE COUNTY OF T |
| | | | | III 3 2 22 202 GEO |
| | | | | THE COUNTY HAVE |

PROPOSED SITE PLAN

Conceptual Site Plan

Clear Lake Vista - Pooler, GA



VISTA RESIDENTIAL PARTNERS | JANUARY 10, 2024 | DRAFT

NILES BOLTON ASSOCIATES



METES AND BOUNDS

IRON REBAR FOUND

BUILDING SETBACK LINE

POINT OF COMMENCING

POINT OF BEGINNING

PROPERTY ID NUMBER

NOW OR FORMERLY

PLAT BOOK

DEED BOOK

NOT TO SCALE

RIGHT-OF-WAY

LIGHT POLE

UTILITY EASEMENT

ELECTRIC STUB OUT

PAGE

CONCRETE MONUMENT FOUND

TEMPORARY BENCHMARK FOUND

MAG NAIL WASHER FOUND

UNDERGROUND ELECTRIC

ELECTRIC SERVICE METER

ELECTRIC TRANSFORMER

TAG LABEL

EMC ENGINEERING SERVICES, INC.

ENVIRONMENTAL - MARINE - CIVIL - SURVEY

ALTA / NSPS SURVEY

0 POOLER CROSSROAD LOT 5 CLEAR LAKE VISTA PIN; 51011F01005

SAVANNAH, GEORGIA 31419

DATE: APRIL 17,2024 EMC PROJECT NO. 24-0033

PVC

S SSMH

0 *SS0*

@ WLMK

\/\)w*м*н

0 *WM*

 \square UCB

— — — —ST— —

 \Box FES

IE: 12.00

(D) STMH

— 20— —

 \blacksquare GI

CPP

RCP

UNDERGROUND FIBEROPTIC — — FO— —

TABLE 'A' SURVEY REQUIREMENTS

- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or
- Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork
- Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
- Gross land area (and other areas if specified by the client). Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
- i). If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
- 7(a). Exterior dimensions of all buildings at ground level.

THIS BOX IS RESERVED FOR THE SUPERIOR

COLIRT CLERKS FILING INFORMATION

- Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
- Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
- Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
- As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties
- Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:

(b) markings coordinated by the surveyor pursuant to a private utility locate request.

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

- As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
- Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
- As specified by the client, distance to the nearest intersecting street.
- Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
- Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor

SURVEYOR'S CERTIFICATION

COMMITMENT NO: 1427.552-O COMMITMENT DATE: FEBRUARY 20, 2024

TO: VISTA ACQUISITIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND FIDELITY NATIONAL TITLE INSURANCE

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 11(b), 12, 13, 14, 15, 16, 17, and 18, of Table A thereof. The



GA REG. L. S. LIC. NO. 3119

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which reated the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional

ngineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

NOT PROVIDED

ZONING INFORMATION

LEGEND

 \bigcirc CMF 3x3

P.O.B.

PIN

DB

N.T.S.

R/W

— — —E — — — -

0 *EM*

 \Box ETR

⊶Q LP

0 *ES0*

MNWF

POLY(VINYL CHLORIDE) PIPE

UNDERGROUND COMM. BOX

REINFORCED CONCRETE PIPE

CORRUGATED PLASTIC PIPE

STORM DRAINAGE LINE

FLARED END SECTION

INVERT ELEVATION

CONCRETE SURFACE

ASPHALT SURFACE

MINOR CONTOUR

MAJOR CONTOUR

STORM MANHOLE

SEWER STUB OUT

WATER MANHOLE

WATER VALVE

WATER METER

GRATE INLET

WATER LINE MARKER

LEGAL DESCRIPTION (AS RECORDED)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING LOCATED IN CHATHAM COUNTY, GEORGIA, AND SHOWN AS LOT 5 ON THAT PLAT ENTITLED "A MAJOR SUBDIVISION OF CLEAR LAKE RESERVE, BEING TRACTS 1 & 2, FORMERLY KNOWN AS THE RYALS TRACT AND PARCEL E-3, BEING A PORTION OF PARCEL "E" OF THE MORGAN TRACT "Q", 8TH G.M. DISTRICT, CITY OF POOLER, CHATHAM COUNTY, GEORGIA", PREPARED BY THOMAS & HUTTON AND MATTHEW D. JONES, G.R.L.S. NO. 3338, DATED NOVEMBER 17, 2021, RECORDED IN PLAT BOOK 53, PAGE 278, CHATHAM COUNTY, GEORGIA, RECORDS, SAID PLAT BEING INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING LOCATED IN CHATHAM COUNTY, GEORGIA, AND SHOWN AS LOT 5 ON THAT PLAT ENTITLED "A MAJOR SUBDIVISION OF CLEAR LAKE RESERVE BEING TRACTS 1 & 2 FORMERLY KNOWN AS THE RYALS TRACT AND PARCEL F-3 BEING A PORTION OF PARCEL "E" OF THE MORGAN TRACT "Q", 8TH G.M. DISTRICT, CITY OF POOLER, CHATHAM COUNTY, GEORGIA" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3x3" CONCRETE MONUMENT FOUND, AT THE SOUTHERN RIGHT-OF-WAY OF KITA AVENUE. SAID POINT HAVING A NORTHING OF 767328.5590 AND AN EASTING OF 936066.7320 AND IS THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT:

THENCE S 87°12'47" E A DISTANCE OF 52.67' TO A 3x3" CONCRETE MONUMENT FOUND;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.07', AN ARC LENGTH OF 46.30', A CHORD BEARING OF S 42°58'36" E, AND A DISTANCE OF 41.86' TO A 3x3" CONCRETE MONUMENT

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 972.64', AN ARC LENGTH OF 111.44', A CHORD BEARING OF S 04°31'24" W, AND A DISTANCE OF 111.37' TO A 5/8" IRON REBAR SET ON

THENCE S 07°48'36" W A DISTANCE OF 353.81' TO A 5/8" IRON REBAR SET;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 520.72', AN ARC LENGTH OF 419.14', A CHORD BEARING OF S 30°53'08" W, AND A DISTANCE OF 407.91' TO A 3x3" CONCRETE MONUMENT

THENCE S 54°20'06" W A DISTANCE OF 27.77' TO A 3x3" CONCRETE MONUMENT FOUND;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 518.47', AN ARC LENGTH OF 302.51', A CHORD BEARING OF S 70°40'10" W, AND A DISTANCE OF 298.24' TO A 3x3" CONCRETE MONUMENT FOUND ON SAID CURVE;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 245.69', AN ARC LENGTH OF 90.53', A CHORD BEARING OF N 82°18'16" W, AND A DISTANCE OF 90.02' TO A 3x3" CONCRETE MONUMENT

THENCE N 71°55'27" W A DISTANCE OF 148.32' TO A 3x3" CONCRETE MONUMENT FOUND;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.51', AN ARC LENGTH OF 44.27', A CHORD BEARING OF N 29°15'46" W, AND A DISTANCE OF 40.49' TO A 3x3" CONCRETE MONUMENT

THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1031.95', AN ARC LENGTH OF 95.58', A CHORD BEARING OF N 10°27'57" E, AND A DISTANCE OF 95.55' TO A 3x3" CONCRETE MONUMENT FOUND ON SAID CURVE;

THENCE N 07°48'17" E A DISTANCE OF 821.91' TO A 5/8" IRON REBAR SET;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00', AN ARC LENGTH OF 46.68', A CHORD BEARING OF N 52°23'07" E, AND A DISTANCE OF 42.11' TO A 5/8" IRON REBAR SET ON SAID

THENCE S 83°02'36" E A DISTANCE OF 505.67' TO A 3x3" CONCRETE MONUMENT FOUND;

THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1085.27', AN ARC LENGTH OF 75.11, A CHORD BEARING OF S 10°27'57" E, AND A DISTANCE OF 75.09' TO A 3x3" CONCRETE MONUMENT FOUND ON SAID CURVE: TO THE SAID POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 14.844 ACRE (646,615 SF).

SCHEDULE B, PART II EXCEPTIONS

Exception numbers 1 - 2 and 4 - 9 are not survey-related items

- 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.(NONE OF THE ABOVER WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME OF THIS SURVEY)
- Easement to Savannah Electric and Power Company, dated July 6, 1945, recorded August 18, 1945, in Deed Book 41-Q, page 1, Records of the Clerk of the Superior Court of Chatham County, Georgia; as affected by Easement from Savannah Electric and Power Company, dated June 7, 1965, recorded July 6, 1965, in <u>Deed Book 88-Q</u>, page 293, aforesaid records.(UNPLOTTABLE.)

11. Easement from J.E. Tuten to Savannah Electric and Power Company, dated January 10, 1946, recorded April 24, 1946, in Deed Book 42-J, page 442, aforesaid records; as affected by Easement from Savannah Electric and Power Company, dated June 7, 1965, recorded July 6, 1965, in Deed Book 88-Q, page 293, aforesaid records.(UNPLOTTABLE.)

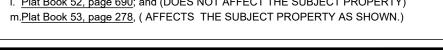
- 12. Well Agreement between Joseph Earl Tuten and Jimmie L. Bryant, dated February 15, 1963, recorded February 19, 1963, in Deed Book 85-Q, page 495, aforesaid records.(RATHER THE DEED AFFECTS THE SUBJECT PROPERTY IS INDETERMINATE, LOCATION OF WELL IS
- 13. Easement from John J. Rauers to the Town of Pooler, Georgia, dated April 16, 1965, recorded in

Deed Book 88-E, page 575, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.

- 14. Ingress and Egress Easement and Oxidation Pond Easement contained in that certain Warranty Deed from Ernest C. Bull and Mamie E. Bull, individually and trading as Annette's Dairy to Joseph I Tuten, dated June 11, 1965, recorded June 11, 1965, in Deed Book 88-M, page 613, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.
- 15. Ingress and Egress Easement and Oxidation Pond Easement contained in that certain Warranty Deed from Joseph E. Tuten to Blakewood R. Ryals, dated June 11, 1965, recorded June 11, 1965, in <u>Deed</u> Book 88-M, page 615, aforesaid records (DOES NOT AFFECT THE SUBJECT PROPERTY.)
- 16. Easement from Joe E. Tuten to Savannah Electric and Power Company, recorded May 6, 1966, in Deed Book 90-E, page 435, aforesaid records. (DOES NOT AFFECT THE SUBJECT PROPERTY.)
- 17. Easement from Joseph E. Tuten to Savannah Electric and Power Company, dated April 21, 1977, recorded May 9, 1977, in Deed Book 108-N, page 192, aforesaid records.(DOES NOT AFFECT
- 18. Easement from Blakewood R. Ryals to Savannah Electric and Power Company, dated February 9, 1987, recorded October 5, 1990, in Deed Book 147-G, page 543, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY)
- 19. Right of Way Deed from Blakewood R. Ryals to Chatham County, dated August 27, 1998, recorded August 31, 1998, in <u>Deed Book 196-D</u>, page 152, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.)
- 20. Utility Easement from Blakewood R. Ryals to The Mayor and Councilmen of the City of Pooler, Georgia, dated November 1, 2000, recorded November 8, 2000, in <u>Deed Book 216-N, page 608</u>, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.)
- 21. Right of Way Deed from Blakewood R. Ryals to City of Pooler, dated April 28, 2003, recorded May 9 2003, in <u>Deed Book</u> 251-<u>C</u>, page 45, aforesaid records.(DOES NOT AFFECT THE SUBJECT
- 22. Utility Easement Agreement between Blakewood R. Ryals and The City of Pooler, dated June 30, 2004, recorded July 23, 2004, in Deed Book 273-J, page 745, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.
- 23. Utility Easement Agreement between Blakewood R. Ryals and The City of Pooler, dated May 7. 2008, recorded June 19, 2008, in Deed Book 342-D, page 247, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY
- 24. Utility Easement Agreement between Blakewood R. Ryals and The City of Pooler, dated May 7 2008, in <u>Deed Book 342- D</u>, page 250, aforesaid records (DOES NOT AFFECT THE SUBJECT
- 25. Encroachment Agreement for Easement from Georgia Power Company to Pooler Parkway of GA, LLC. dated October 31, 2019, recorded January 7, 2020, in Deed Book 1818, page 396, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.)
- 26. Underground Easement from Pooler Parkway of GA, LLC to Georgia Power Company, dated July 16, 2020, recorded September 15, 2020, in <u>Deed Book 2063</u>, page 375, aforesaid records.(UNPLOTTABLE)
- 27. Underground Easement from Pooler Parkway of GA, LLC to Georgia Power Company, dated August 25, 2021, recorded December 28, 2021, in Deed Book 2658, page 674, aforesaid records.(AFFECTS THE SUBJECT PROPERTY; BLANKET IN NATURE
- 28. Underground Easement from Pooler Parkway of GA, LLC to Georgia Power Company, dated August 25, 2021, recorded December 28, 2021, in Deed Book 2658, page 682, aforesaid records.(AFFECTS THE SUBJECT PROPERTY; BLANKET IN NATURE.)
- 29. Underground Easement from Pooler Parkway of GA, LLC to Georgia Power Company, dated October 5, 2021, recorded January 3, 2022, in Deed Book 2667, page 279, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.)
- 30. Encroachment Agreement for Easement from Georgia Power Company to Pooler Parkway of GA, LLC, dated February 24, 2022, recorded March 17, 2022, in Deed Book 2743, page 190, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY.)
- Stormwater Facility/Infrastructure Maintenance Agreement between Pooler Parkway of GA, LC and the City of Pooler, Georgia, dated May 5, 2022, recorded June 24, 2022, in <u>Deed Book 2842, page 2</u> aforesaid records (DOES NOT AFFECT THE SUBJECT PROPERTY)
- 32. Declaration of Covenants, Conditions and Restrictions for Clear Lake Reserve by Pooler Parkway of GA. LLC. dated June 27, 2022, recorded June 27, 2022, in Deed Book 2843, page 314, aforesaid records: as affected by Memorandum of Agreement Regarding Declaration of Covenants. Conditions and Restrictions for Clear Lake Reserve among Pooler Parkway of GA, LLC, Clear Lake (GA) Owner I LLC and Clear Lake Reserve Property Owners Association, Inc., dated June 29, 2022. recorded July 6,2022, in Deed Book 2850, page 582, aforesaid records.(AFFECTS THE SUBJECT PROPERTY: BLANKET IN NATURE.)
- 33. Quitclaim Deed from Pooler Parkway of GA, LLC to Clear Lake Reserve Property Owners Association. Inc., dated June 28, 2022, recorded June 28, 2022, in Deed Book 2844, page 523, aforesaid records.(AFFECTS THE SUBJECT PROPERTY; BLANKET IN NATURE.)
- 34. Underground Easement from Pooler Parkway of GA, LLC to Georgia Power Company, dated July 21, 2020, recorded December 23, 2022, in <u>Deed Book 2991, page 64</u>, aforesaid records.
- 35. Signage Easement Agreement between Clear Lake Reserve Property Owners Association, Inc. and Pooler Parkway of GA, dated January 18, 2023, recorded January 19, 2023, in Deed Book 3007, page 439, aforesaid records.(DOES NOT AFFECT THE SUBJECT PROPERTY)
- 2023, recorded March 13, 2023, in Deed Book 3044, page 246, aforesaid records. (AFFECTS THE SUBJECT PROPERTY; BLANKET IN NATURE.)

36. Easement Agreement between Pooler Parkway of GA, LLC and HGGW, LLC, dated March 10,

- 37. Declaration of Restrictive Covenant by Pooler Parkway of GA, LLC, dated July 3, 2023, recorded July 11, 2023, in <u>Deed Book 3138</u>, page 208, aforesaid records. (AFFECTS THE SUBJECT PROPERTY, BLANKET IN NATURE.
- 38. All matters shown on the following:
- a. Plat Book B, page 50; (UNPLOTTABLE)
- b. Plat Book C, page 147; (DOES NOT AFFECT THE SUBJECT PROPERTY.) c. Plat Book Q, page 59; (DOES NOT AFFECT THE SUBJECT PROPERTY.)
- d. Plat Book Q, page 98; (DOES NOT AFFECT THE SUBJECT PROPERTY.) e. <u>Plat Book T, page 75</u>; (DOES NOT AFFECT THE SUBJECT PROPERTY.)
- f. Plat Book V, page 5; (DOES NOT AFFECT THE SUBJECT PROPERTY.) g. Plat Book Y, page 30; (DOES NOT AFFECT THE SUBJECT PROPERTY)
- h. <u>Historical Book 1, page 224</u>; (DOES NOT AFFECT THE SUBJECT PROPERTY)
- i. Plat Book 17P, page 79A; (DOES NOT EFFECT THE SUBJECT PROPERTY) i. Plat Book 28, page 69; (DOES NOT AFFECT SUBJECT PROPERTY.)
- k. <u>Plat Book 51</u>, page 650; (DOES NOT AFFECT THE SUBJECT PROPERTY.)
- I. <u>Plat Book 52, page 690</u>; and (DOES NOT AFFECT THE SUBJECT PROPERTY)





SURVEY NOTES

Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).

Vertical Datum is North American Vertical Datum of 1988 (NAVD88). Basis of Bearings, Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 20TL Geodetic GNSS GPS Receiver [RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)] with an X-PAD data collector receiving RTK corrections via a Verizon Jetpack MiFi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected

measurements from a Trimble VRS Real Time Network operated by eGPS

Solutions, Inc. All deed book references shown hereon are recorded in the Clerk of

- Superior Court's Office of Chatham County, Georgia. This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or
- . Structures visible on the date of survey are shown hereon. Locations are accurate only where dimensioned. 8. This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map
- No. 13051C0107H; Effective Date: August 16, 2018. The flood hazard lines as shown on this plat have been taken digitally from http://hazards-fema.maps.arcgis.com, and have not been verified in the field by EMC Engineering Services, Inc. . No person may copy, reproduce, distribute or alter this plat in whole or in
- part without the written permission of EMC Engineering Services, Inc. 10. The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and
- is not a guarantee or warranty, either expressed or implied. 1. This survey is valid only if print has the original signature of the surveyor 12. The utilities as shown are per the location of poles, manholes, valves, pedestals, etc., existing drawings and information provided by utility personnel. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact
- location indicated, although he does certify that they are located as accurately as possible from the information available. . This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a
- conflict exists between those two sets of specifications, the requirements of law prevail. 4. All wetlands are under the jurisdiction of the U.S. Army Corps. of Engineer
- and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval. 15. This Topographic Survey was prepared in conformity with The Technical Standards for Surveys in Georgia as set forth in the Rules of the Georgia
- Board of Registration for Professional Engineers and Land Surveyors and as defined in Rule 180-07-.07. The certification extends only to the topographic aspects of this survey. This topographic survey does not constitute a boundary survey and is not to be recorded.
- 16. The boundary, as shown, was taken from a survey by EMC. 17. There was no evidence of recent earth moving work, building construction,
- or building additions observed in the process of conducting the fieldwork. 18. There were no proposed changes in street right of way lines made available to the surveyor by the controlling jurisdiction. There was no evidence of recent street or sidewalk construction or repairs observed in
- the process of conducting the fieldwork. 19. There were no wetland delineation markers observed in the process of conducting the fieldwork.

SURVEY DATA

14.844 Acres (646,615 Square Feet) Total Area: Plat Closure: 1 in 182,800

Field Precision: This entire survey was completed using GPS to set control, the Geomax Zoom90 Robotic Total Station to locate property corners and improvements. The field data for this boundary survey has a Relative

on the eGPS Network

confidence level. Adjusted by: No adjustment Geomax Zoom90 Robotic Total Station Equipment used: eGPS 20TL Geodetic GNSS GPS Receiver

Positional Accuracy of 0.08 feet or less, horizontally at the 95%

Field Work Completed on:

DEFEDENCES

PB T, PG 75

| REFERENCES | | |
|-----------------|-----------------|-----------------|
| DB 41Q, PG 1 | DB 42J, PG 442 | DB 85Q, PG 495 |
| DB 88E, PG 575 | DB 88M, PG 613 | DB 88M, PG 615 |
| DB 88Q, PG 293 | DB 90E, PG 435 | DB 108N, PG 192 |
| DB 147G, PG 543 | DB 196D, PG 152 | DB 216N, PG 608 |
| DB 251C, PG 45 | DB 273J, PG 745 | DB 342D, PG 247 |
| DB 342D, PG 250 | DB 1759, PG 166 | DB 1818, PG 396 |
| DB 2063, PG 375 | DB 2658, PG 674 | DB 2658, PG 682 |
| DB 2667, PG 279 | DB 2743, PG 190 | DB 2842, PG 2 |
| DB 2843, PG 314 | DB 2844, PG 523 | DB 2850, PG 582 |
| DB 2991, PG 64 | DB 3007, PG 439 | DB 3044, PG 246 |
| DB 3138, PG 208 | PB 1, PG 224 | PB 17P, PG 79 |
| PB 28, PG 69 | PB 51, PG 650 | PB 52, PG 690 |
| PB 53, PG 278 | PB 53, PG 480 | PB B, PG 50 |
| PB C, PG 147 | PB Q, PG 59 | PB Q, PG 98 |

PB V, PG 5

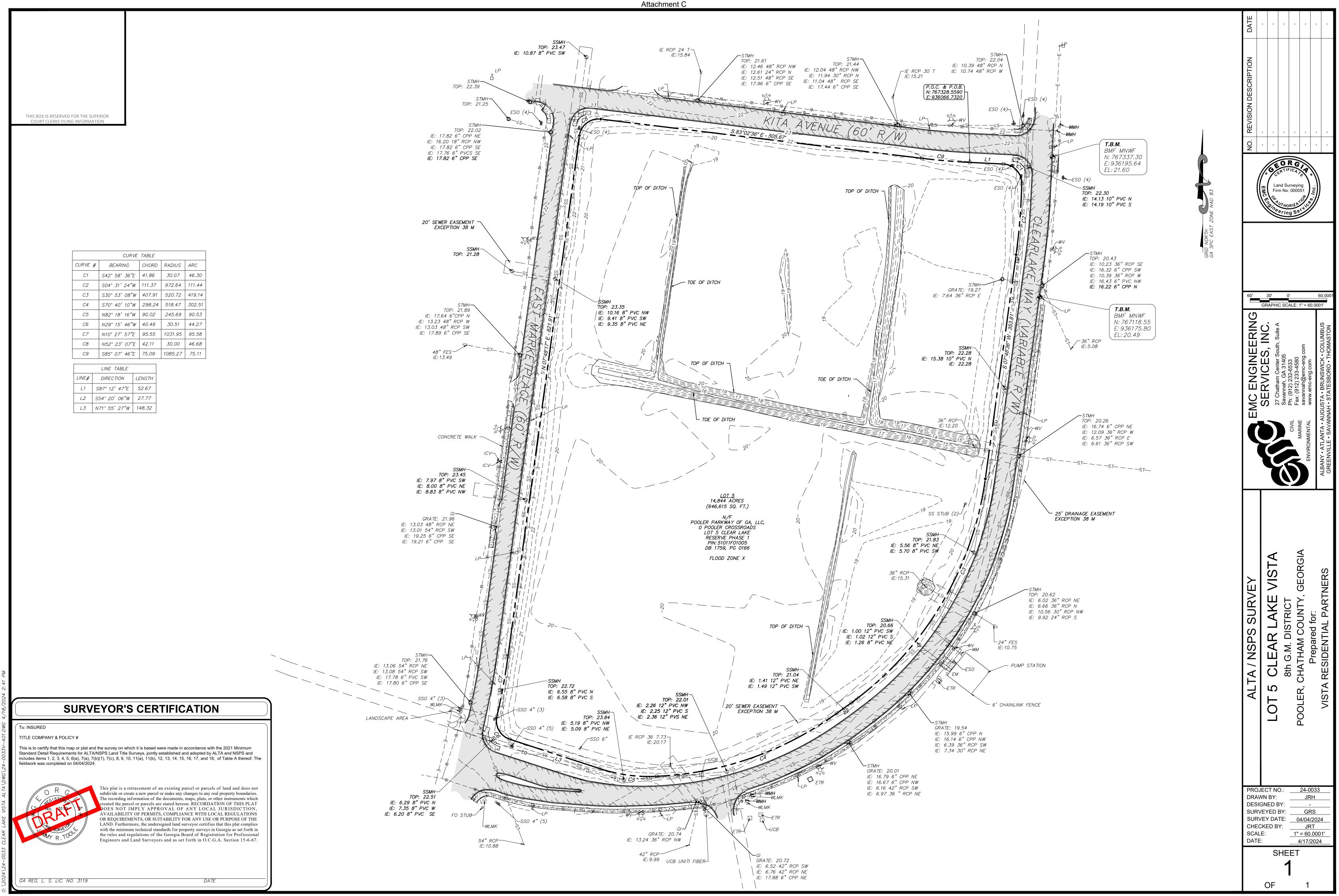
PB Y, PG 30

PROJECT NO.: DRAWN BY: JRH **DESIGNED BY:** SURVEYED BY: GRS SURVEY DATE: <u>04/04/2024</u> CHECKED BY:

NTS

DATE: 4/17/2024 SHEET

SCALE:



Prepared by and return to:
Thompson Thrift Development, Inc
901 Wabash Avenue, Suite 300
Terre Haute, IN 47807

ENCROACHMENT AND CONSTRUCTION AGREEMENT

This ENCROACHMENT AND CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into as of _______("Effective Date"), by and between TTRES AT POOLER GA, LLC, a Delaware limited liability company, whose mailing address is 901 Wabash Avenue, Suite 300, Terre Haute, IN 47807 ("Grantee"), and the CITY OF POOLER, GEORGIA ("City").

WITNESSETH

WHEREAS, Grantee is developing a multi-family residential community on certain property legally described and depicted on $\underline{\text{Exhibit A}}$, attached hereto and incorporated by reference ("**Residential Property**"); and

WHEREAS, City is in the process of acquiring a certain portion of the Residential Property, as legally described and depicted on <u>Exhibit B</u>, attached hereto and incorporated by reference, to construct a right-of-way ("**Right-Of-Way**"); and

WHEREAS, City's construction of the Right-Of-Way will happen subsequent to Grantee's construction of a certain access drive on the Residential Property, as legally described and depicted on Exhibit C, attached hereto and incorporated by reference, which will be located within the future Right-Of-Way ("Access Drive"); and

WHEREAS, the Access Drive will contain a median, landscaping, retaining wall, and monument sign, together with electrical and irrigation utilities to serve the monument sign and landscaping, respectively, as depicted on Exhibit D, attached hereto and incorporated by reference (collectively, the "Improvements");

WHEREAS, City requires the parties to enter into this Agreement ensuring Grantee's continued maintenance of the Improvements after City's acquisition and construction of the Right-Of-Way; and

WHEREAS, Grantee desires to ensure continued access to the Residential Property throughout City's construction of the Right-Of-Way.

NOW THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. <u>Use of Encroachment Area</u>. For and in consideration of the true and faithful performance of the mutual covenants herein contained, City hereby grants to Grantee a license to construct, install, use, operate, maintain, repair and replace the Improvements that encroach upon, use and/or occupy portions of the space under, and/or above the Right-Of-Way. The location and description of the encroachment is more particularly described in <u>Exhibit E</u>, attached hereto and incorporated by reference (the "**Encroachment Area**"). The City also grants Grantee the right to install irrigation, utilities and lights to complement the Improvements in the Encroachment Area and the rights of access, ingress and egress over the City Right-Of-Way in order to provide Grantee and its contractors, agents and representatives access to the Encroachment Area and the Improvements for all of the purposes set forth herein.

- 2. Ownership of Improvements. The Improvements shall remain the property of Grantee and Grantee shall take full responsibility for maintenance and/or repair of the Improvements, and there shall be no cost to City for the purchase, installation, operation, maintenance, and/or removal of said Improvements. Notwithstanding the foregoing, in the event City knowingly damages any portion of the Improvements during City's construction of the Right-Of-Way, City shall promptly repair the damage to the Improvements at City's sole cost and expense. In the event Grantee believes City unknowingly caused damages to any portion of the Improvements, Grantee shall deliver written notice to City detailing such damages. City shall have ten (10) days from the receipt of such written notice to inspect the damages and confirm whether City intends to repair the damages.
- 3. Removal of Improvements. If Grantee, its heirs, successors and/or assigns desires to remove the Improvements and terminate this Agreement, Grantee shall, at the option of City and at no expense to City, restore the Right-Of-Way by filling in any holes or other damage by the removal of the Improvements, to a condition acceptable to City, and in accordance with then existing City specifications. It is understood and agreed to by Grantee that if this Agreement terminates and Grantee fails to remove the Improvements, Grantee hereby gives City permission to remove the Improvements and supporting structures and agrees to reimburse City for the costs expended by City to remove such Improvements.
- 4. <u>Use by City</u>. City may enter and utilize the Encroachment Area at any time for the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Grantee understands and agrees that City shall bear no responsibility or liability for damage or disruption of Improvements installed by Grantee.
- 5. <u>Maintenance of Right-Of-Way</u>. The City shall remain fully responsible for maintenance and/or repair of the Right-Of-Way, and there shall be no cost to Grantee for the maintenance and/or repair of the Right-Of-Way. In the event Grantee believes that City fails to maintain the Right-Of-Way in accordance with the then-prevailing local codes and ordinances, Grantee shall deliver written notice to City detailing such failure. City shall have ten (10) days from the receipt of such written notice to inspect the failure and confirm whether City intends to perform the maintenance.
- 6. <u>Maintenance of Access Drive</u>. Grantee shall remain fully responsible for maintenance and/or repair of the Access Drive, and there shall be no cost to City for the maintenance and/or repair of the Access Drive. In the event Grantee believes that City fails to maintain the Access Drive in accordance with the then-prevailing local codes and ordinances, Grantee shall deliver written notice to City detailing such failure. City shall have ten (10) days from the receipt of such written notice to inspect the failure and confirm whether City intends to perform the maintenance. In the event that Grantee fails to maintain the Access Drive in accordance with the standards of a Class A multifamily project similar to Grantee's project on the Residential Property, City shall have the right, after ten (10) days' written notice and a failure to cure by Grantee, to perform such maintenance on the Access Drive.
- 7. <u>No Ownership.</u> Grantee understands and agrees that the granting of any encroachment rights pursuant to this Agreement grants no ownership rights to any real property making up a portion of the City's Right-Of-Way.
- 8. <u>Compliance with Laws</u>. Grantee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of said Improvements.
- 9. <u>Recording</u>. Grantee agrees to the recording of this Agreement in the Chatham County Clerk's Office in order to memorialize of record the understanding between the parties hereto. Upon

removal and non-replacement of the said Improvements, the parties agree to record a termination of encroachment agreement to remove this Agreement of record.

- 10. <u>Access to Residential Property</u>. At all times during City's construction of the Right-Of-Way, City shall ensure that access to the Residential Property remains unobstructed.
- 11. <u>Successors and Assigns</u>. This Agreement shall be binding upon the parties hereto, their successors and assigns, including subsequent owners of the Improvements, in perpetuity or until a termination of encroachment agreement signed by both parties is recorded. Grantee shall not assign, sublicense, or otherwise convey the license to any other party without the prior written consent of the City, whose consent can be withheld in the City's sole discretion, but not unreasonably so.
- 12. <u>Governing Law</u>. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.
- 13. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- 14. <u>No Waiver</u>. Any failure by a party hereto to assist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such priority, and not withstanding any such failure shall have the right thereafter to insist upon the strict performance by the other party of the provisions of this Agreement to be performed by the other party.
- 15. <u>Enforceability</u>. If any provision of this Agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement except as otherwise herein provided, shall be valid and enforceable to the fullest extent permitted by law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURES BEGIN ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed as of the day and year first above written.

Grantee:

TTRES GA POOLER LAND, LLC, a Delaware limited liability company

| By: | | |
|---|--|-----|
| Name: | | |
| Title: | | |
| STATE OF INDIANA COUNTY OF |)) ss.) | |
| by as Delaware limited liability company. | knowledged before me on this day of, 2 of TTRES GA POOLER LAND, LLC, a | 024 |
| WITNESS my hand and official s My commission expires | | |
| My county of residence is | · | |
| (SEAL) | | |
| | Notary Public | |

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, City has caused this Agreement to be executed as of the day and year first above written.

| CITY: | | | | | |
|-------------------|---------------------|--------------|-------------------|--------|--|
| | | | | | |
| a | , | | | | |
| Ву: | | | | | |
| Name: | | | | | |
| Title: | | | | | |
| STATE OF | | , | | | |
| STATE OF | |) ss. | | | |
| COUNTY OF | |) 55. | | | |
| | | , | | | |
| The foregoing ins | strument was ackr | nowledged be | fore me on this _ | day of | |
| 2024, by | | | | | |
| · | | | | | |
| WITNESS my ho | and and afficial as | 1 | | | |
| WIINESS IIIY III | and and official se | cai. | | | |
| My commission of | expires | | | | |
| J | 1 | | | | |
| | | | | | |
| | | | | | |
| (SEAL) | | | | | |
| | | | | | |
| | | | Notary Public | | |
| | | | 1 total y 1 dolle | | |

EXHIBIT A Residential Property

LEGAL DESCRIPTION

A PORTION OF A TRACT OR PARCEL OF LAND LYING IN OR BEING IN THE 7TH. G.M.D., CITY OF POOLER, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" CAPPED IRON PIPE SET ON THE WESTERN RIGHT OF WAY OF POOLER PARKWAY AND ON THE COMMON PROPERTY LINE TO WESTBROOK AT SAVANNAH QUARTERS COMMUNITY AND SOUTHWEST QUADRANT DEVELOPMENT COMPANY, LLC. SAID CAPPED IRON PIPE SET HAVING A GEORGIA STATE PLANE COORDINATE IN THE EAST ZONE OF NORTH=754903.79' AND EAST=931470.29' NAD 1983. THENCE SOUTH 30 DEGREES 49 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 55.78 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 59 DEGREES 15 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 34.03 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 30 DEGREES 29 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 22.01 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE NORTH 59 DEGREES 13 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 34.10 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 30 DEGREES 45 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 186.16 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 138.50 FEET AND AN ARC LENGTH OF 101.94 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 09 DEGREES 31 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 99.66 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 30 DEGREES 52 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 9.49 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 144.54 FEET AND AN ARC LENGTH OF 105.27 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 35 DEGREES 12 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 102.96 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 30 DEGREES 40 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 83.28 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 173.69 FEET AND AN ARC LENGTH OF 71.30 FEET, BEING SUBTENDED BY A CHORD OF NORTH 78 DEGREES 08 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 70.80 FEET ALONG THE WESTERN RIGHT OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 30 DEGREES 46 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 82.24 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 73 DEGREES 13 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 32.58 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 30 DEGREES 44 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 101.02 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 45 DEGREES 44 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 46.62 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 30 DEGREES 45 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 499.74 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5087.00 FEET AND AN ARC LENGTH OF 149.39 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 29 DEGREES 51 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 149.39 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 76.72 FEET AND AN ARC LENGTH OF 26.98 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 50 DEGREES 53 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 26.84 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE SOUTH 61 DEGREES 46 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 5.07 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL

FOUND; THENCE SOUTH 28 DEGREES 25 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 49.96 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE NORTH 61 DEGREES 57 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 18.92 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.62 FEET AND AN ARC LENGTH OF 34.02 FEET, BEING SUBTENDED BY A CHORD OF NORTH 73 DEGREES 53 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 33.73 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5107.00 FEET AND AN ARC LENGTH OF 237.61 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 27 DEGREES 02 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 237.58 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE NORTH 64 DEGREES 24 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 13.01 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A NAIL FOUND; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5120.00 FEET AND AN ARC LENGTH OF 60.92 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 25 DEGREES 21 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 60.92 FEET ALONG THE WESTERN RIGHT OF WAY OF POOLER PARKWAY TO A 1/2" CAPPED REBAR SET; THENCE SOUTH 77 DEGREES 56 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 85.70 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 1/2" CAPPED REBAR SET; THENCE NORTH 67 DEGREES 17 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 171.08 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE SOUTH 83 DEGREES 02 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 33.82 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 55 DEGREES 38 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 47.65 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE SOUTH 84 DEGREES 49 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 55.33 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 25 DEGREES 30 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 19.24 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 1/2" CAPPED REBAR SET; THENCE SOUTH 86 DEGREES 08 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 23.60 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 74 DEGREES 56 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 44.54 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 19 DEGREES 29 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 94.49 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 78 DEGREES 16 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 65.90 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 55 DEGREES 11 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 58.00 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 1/2" CAPPED REBAR SET; THENCE SOUTH 74 DEGREES 20 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 60.94 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 64 DEGREES 05 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 43.60 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE SOUTH 81 DEGREES 01 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 53.66 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 38 DEGREES 53 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 52.03 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 57 DEGREES 47 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 79.60 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 84 DEGREES 44 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 83.29 FEET ALONG THE PROPERTY LINE OF

WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET; THENCE NORTH 50 DEGREES 13 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 48.57 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 00 DEGREES 59 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 31.59 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 54 DEGREES 51 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 43.43 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 21 DEGREES 49 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 68.28 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 41 DEGREES 09 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 39.60 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET; THENCE NORTH 60 DEGREES 14 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 66.87 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 30 DEGREES 12 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 45.86 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A PONT; THENCE NORTH 36 DEGREES 54 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 48.26 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 20 DEGREES 54 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 91.12 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 27 DEGREES 53 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 57.41 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET; THENCE NORTH 21 DEGREES 27 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 73.34 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 29 DEGREES 08 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 90.30 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 35 DEGREES 57 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 109.13 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 37 DEGREES 03 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 123.09 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 46 DEGREES 19 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 49.50 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 14 DEGREES 51 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 69.36 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET; THENCE NORTH 01 DEGREES 58 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 115.51 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 22 DEGREES 55 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 43.95 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 02 DEGREES 25 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 47.32 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET; THENCE NORTH 17 DEGREES 50 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 41.45 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 31 DEGREES 57 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 57.23 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 43 DEGREES 16 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 44.37 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 46 DEGREES 57 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 53.89 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE SOUTH 79 DEGREES 37 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 34.50 FEET ALONG THE PROPERTY LINE OF

WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT: THENCE SOUTH 71 DEGREES 00 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 212.02 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET; THENCE NORTH 67 DEGREES 49 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 77.71 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 11 DEGREES 02 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 36.15 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 76 DEGREES 23 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 56.61 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 89 DEGREES 20 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 96.88 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET; THENCE SOUTH 82 DEGREES 59 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 21.20 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A POINT; THENCE NORTH 54 DEGREES 17 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 0.71 FEET ALONG THE PROPERTY LINE OF WESTBROOK AT SAVANNAH QUARTERS COMMUNITY TO A 3/4" CAPPED IRON PIPE SET AND THE POINT OF BEGINNING; TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, ANDRESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 22.99 ACRES MORE OR LESS.

EXHIBIT B Right-Of-Way

All that tract or parcel of land, lying and being in the City of Pooler, Georgia Militia District 8, Chatham County, Georgia, being more particularly described as follows;

BEGINNING at a point on the western right-of-way of Pooler Parkway a/k/a Quacco Road (variable right-of-way), said point being the un-monumented corner common to Stonecutter Pooler Multifamily Owner LLC (per deed book 2987, page 438) and Southwest Quadrant Development Company LLC (per deed book 209A, page 330), and being northwest of the right-of-way monument found at the mitered intersection of the eastern right-of-way of Pooler Parkway and the northwestern right-of-way of Old Quacco Road (variable right-of-way), north 44 degrees 47 minutes 15.0 seconds west, a distance of 675.0 feet;

Thence, leaving the line common to Stonecutter Pooler Multifamily Owner LLC, southeast, along the existing western right-of-way of Pooler Parkway, 127.79 feet along the arc of a curve to the right, having a radius of 5,659.44 feet, being subtended by a chord having a bearing and distance of south 31 degrees 15 minutes 44.9 seconds east, 127.79 feet, to a point;

Thence, southeast, along the western right-of-way of Pooler Parkway, south 30 degrees 36 minutes 32.7 seconds east, a distance of 542.93 feet, to a right-of-way monument found;

Thence, southeast, along the western right-of-way of Pooler Parkway, south 30 degrees 35 minutes 18.3 seconds east, a distance of 654.28 feet, to a right-of-way monument found;

Thence, northeast, along the western right-of-way of Pooler Parkway, north 58 degrees 32 minutes 56.9 seconds east, a distance of 22.84 feet, to a right-of-way monument found;

Thence, southeast, along the western right-of-way of Pooler Parkway, south 30 degrees 35 minutes 07.4 seconds east, a distance of 194.28 feet, to a right-of-way monument found;

Thence, southeast, along the western right-of-way of Pooler Parkway, 689.06 feet along the arc of a curve to the right, having a radius of 5,521.43 feet, being subtended by a chord having a bearing and distance of south 27 degrees 11 minutes 58.0 seconds east, 688.61 feet, to a point on the corner common to Savannah Presbytery Inc (per deed book 263F, page 700);

Thence, leaving the western right-of-way of Pooler Parkway, northwest, along the line common to Savannah Presbytery Inc, north 87 degrees 54 minutes 37.8 seconds west, a distance of 23.88 feet, to a point;

Thence, leaving the line common to Savannah Presbytery Inc, northwest, along the required right-of-way of Pooler Parkway, 178.30 feet along the arc of a curve to the left, having a radius of 5,120.00 feet, being subtended by a chord having a bearing and distance of north 24 degrees 42 minutes 18.5 seconds west, 178.29 feet, to a point;

Thence, southwest, along the required right-of-way of Pooler Parkway, south 64 degrees 17 minutes 49.9 seconds west, a distance of 13.00 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, 237.80 feet along the arc of a curve to the left, having a radius of 5,107.00 feet, being subtended by a chord having a bearing and distance of north 27 degrees 02 minutes 12.2 seconds west, 237.77 feet, to a point;

Thence, southwest, along the required right-of-way of Pooler Parkway, 33.91 feet along the arc of a curve to the left, having a radius of 75.62 feet, being subtended by a chord having a bearing and distance of south 73 degrees 44 minutes 37.5 seconds west, 33.62 feet, to a point;

Thence, southwest, along the required right-of-way of Pooler Parkway, south 61 degrees 43 minutes 40.8 seconds west, a distance of 19.00 feet, to a point:

Thence, northwest, along the required right-of-way of Pooler Parkway, north 28 degrees 16 minutes 19.2 seconds west, a distance of 50.00 feet, to a point;

Thence, northeast, along the required right-of-way of Pooler Parkway, north 61 degrees 43 minutes 40.8 seconds east, a distance of 5.00 feet, to a point;

Thence, northeast, along the required right-of-way of Pooler Parkway, 27.01 feet along the arc of a curve to the left, having a radius of 76.72 feet, being subtended by a chord having a bearing and distance of north 51 degrees 00 minutes 16.9 seconds east, 26.87 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, 149.44 feet along the arc of a curve to the left, having a radius of 5,087.00 feet, being subtended by a chord having a bearing and distance of north 29 degrees 54 minutes 39.5 seconds west, 149.44 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 499.70 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 45 degrees 41 minutes 02.4 seconds west, a distance of 46.57 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 101.00 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 73 degrees 15 minutes 46.9 seconds west, a distance of 32.56 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 82.39 feet, to a point;

Thence, southwest, along the required right-of-way of Pooler Parkway, 71.34 feet along the arc of a curve to the left, having a radius of 173.69 feet, being subtended by a chord having a bearing and distance of south 78 degrees 11 minutes 38.1 seconds west, 70.84 feet, to a point;

Thence, southeast, along the required right-of-way of Pooler Parkway, south 30 degrees 45 minutes 09.3 seconds east, a distance of 83.00 feet, to a point;

Thence, northeast, along the required right-of-way of Pooler Parkway, 105.27 feet along the arc of a curve to the left, having a radius of 144.54 feet, being subtended by a chord having a bearing and distance of north 35 degrees 10 minutes 18.9 seconds east, 102.96 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 9.46 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, 102.16 feet along the arc of a curve to the left, having a radius of 138.50 feet, being subtended by a chord having a bearing and distance of north 9 degrees 37 minutes 16.9 seconds west, 99.86 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 186.00 feet, to a point;

Thence, southwest, along the required right-of-way of Pooler Parkway, south 59 degrees 14 minutes 50.7 seconds west, a distance of 34.00 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 22.00 feet, to a point;

Thence, northeast, along the required right-of-way of Pooler Parkway, north 59 degrees 14 minutes 50.7 seconds east, a distance of 34.00 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 169.00 feet, to a point;

Thence, southwest, along the required right-of-way of Pooler Parkway, south 59 degrees 14 minutes 50.7 seconds west, a distance of 28.00 feet, to a point;

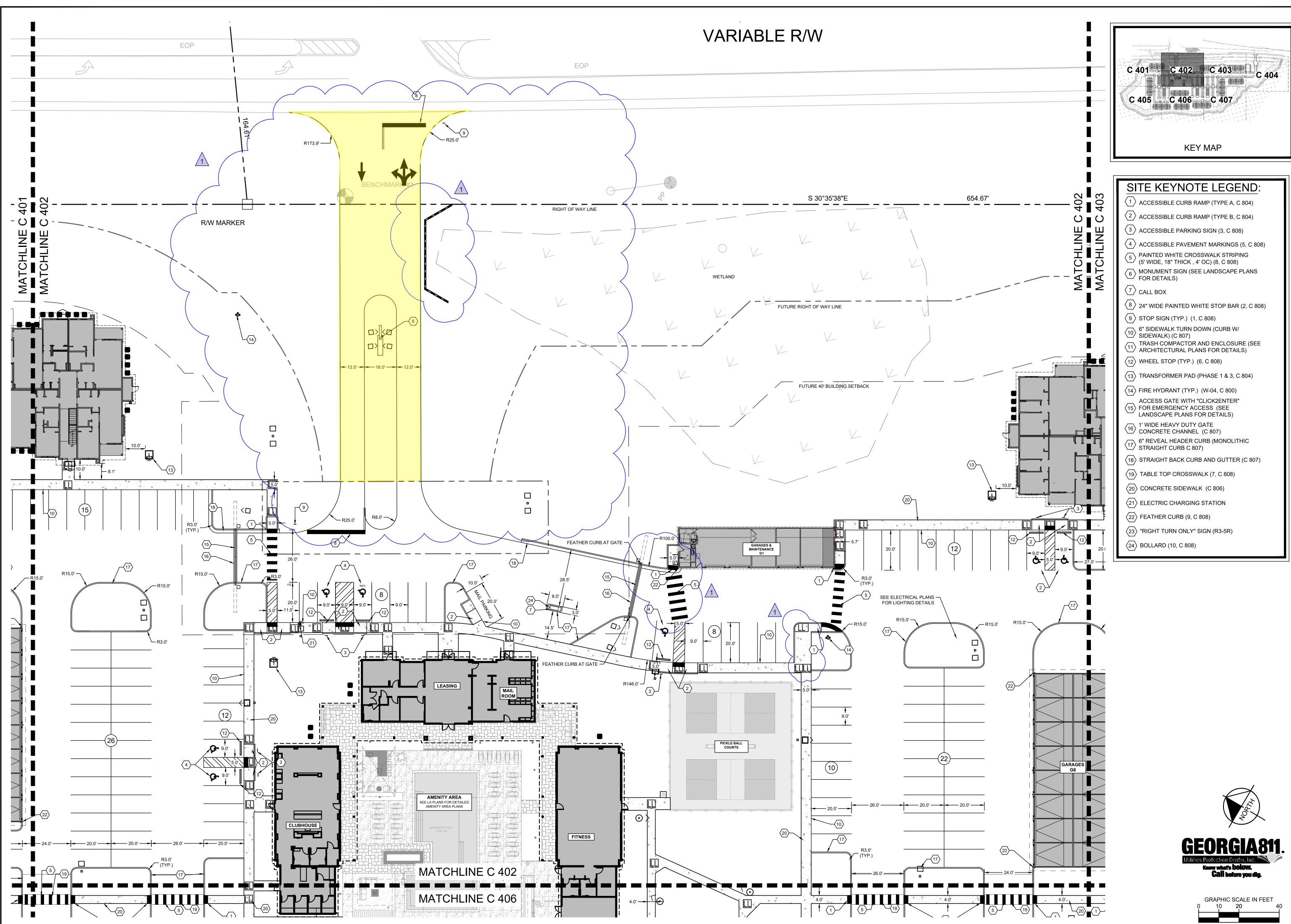
Thence, northwest, along the required right-of-way of Pooler Parkway, north 30 degrees 45 minutes 09.3 seconds west, a distance of 138.67 feet, to a point;

Thence, northwest, along the required right-of-way of Pooler Parkway, 61.66 feet along the arc of a curve to the left, having a radius of 5,388.00 feet, being subtended by a chord having a bearing and distance of north 31 degrees 04 minutes 49.4 seconds west, 61.66 feet, to a point on the line common to Stonecutter Pooler Multifamily Owner LLC;

Thence, northeast, along the line common to Stonecutter Pooler Multifamily Owner LLC, north 81 degrees 15 minutes 19.2 seconds east, a distance of 39.11 feet, back to the un-monumented point on the existing western right-of-way of Pooler Parkway, said point being the POINT OF BEGINNING.

The tract described above contains 2.126 acres and is further described on the Right-of-Way Plans for the City of Pooler - of the widening of Pooler Parkway/Quacco Road, Project ID 211722, which is incorporated herein by reference.

EXHIBIT C Access Drive



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley» Horn

THRIFITIAN E, SUITE 1500

FHOMPSON - RESIDENT 111 MONUMENT CIRCLE, 8



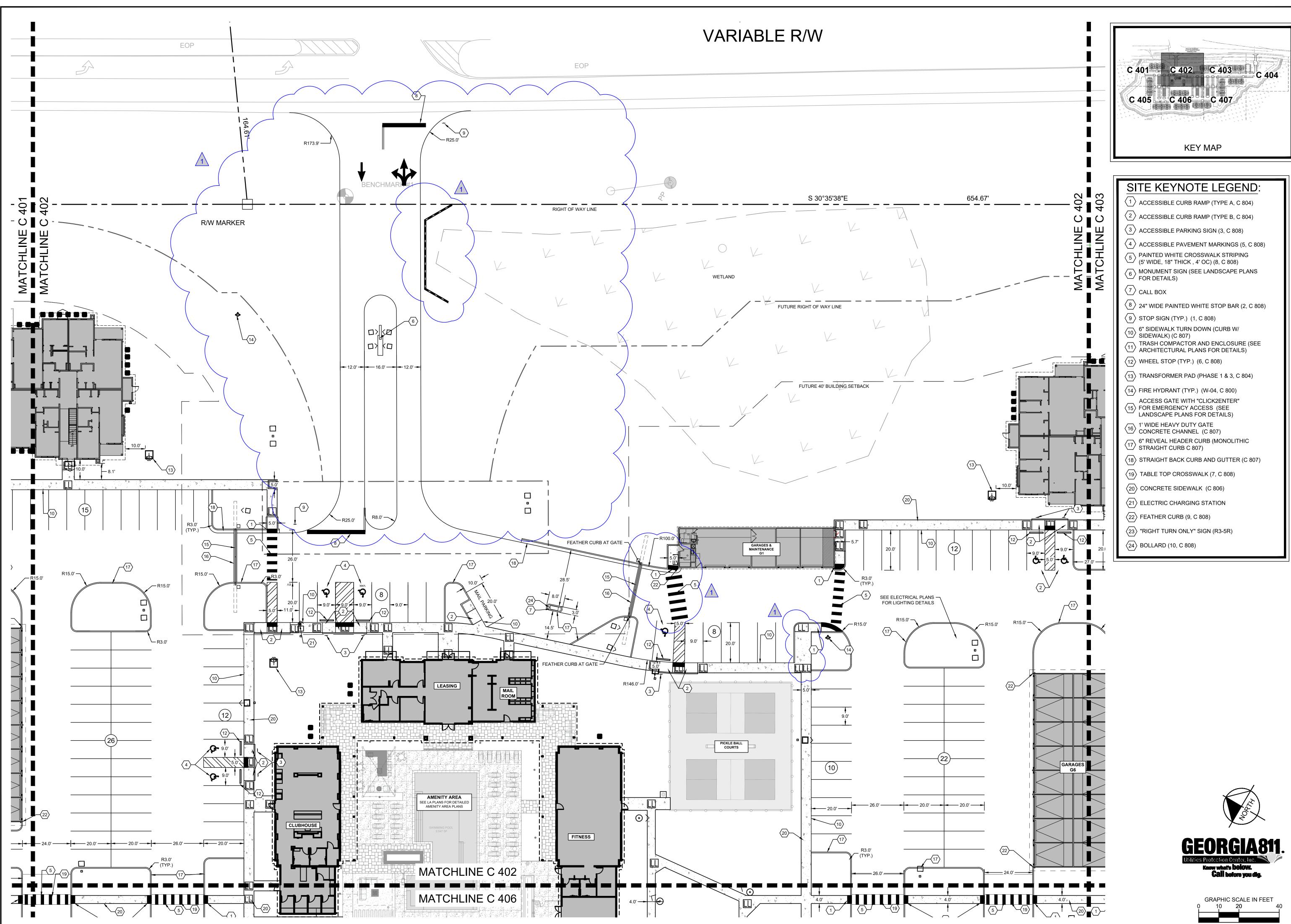
GSWCC NO. (LEVEL II) 0000073900 DRAWN BY DESIGNED BY

REVIEWED BY PROJECT NO. 01320501?

SITE PLAN (2 OF 7)

SHEET NUMBER C 402

EXHIBIT D Improvements



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley» Horn

FHOMPSON THRIFT
RESIDENTIAL
111 MONUMENT CIRCLE, SUITE 1500
INDIANAPOLIS, IN 46204
PHONE: 463.237.3269

DDENDUM C 2024-0

TTRES POOLE
POOLER PARKWAY @ OLD QUACCO
INTERSECTION, POOLER GA 313
PARCEL ID: 51009 01041

GSWCC NO. (LEVEL II) 0000073900

DRAWN BY BC

DESIGNED BY BC

DRAWN BY

DESIGNED BY

REVIEWED BY

DATE

3/27/202

PROJECT NO. 013205013

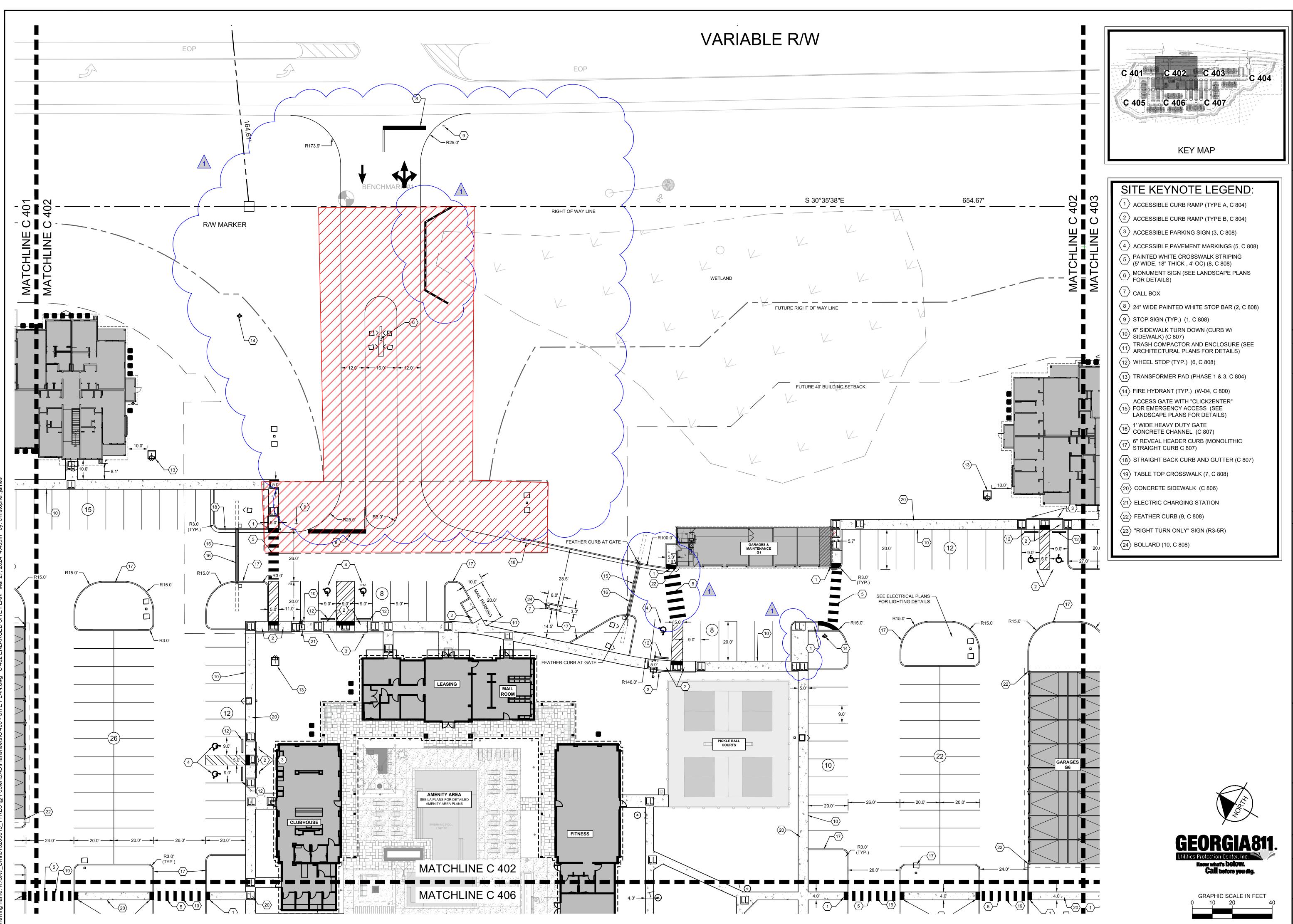
TITLE

SITE PLAN

C 402

(2 OF 7)

EXHIBIT E Encroachment Area



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley» Horn

THRIF

TIAL

E, SUITE 1500
146204 FHOMPSON - RESIDENT 111 MONUMENT CIRCLE, 8

GSWCC NO. (LEVEL II) 000007390C DRAWN BY DESIGNED BY

REVIEWED BY

PROJECT NO. 01320501?

SITE PLAN (2 OF 7)

SHEET NUMBER C 402