



CITY of POOLER
— GEORGIA —

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



CITY of POOLER

— GEORGIA —

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

| | 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 | - | 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 MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES FOR YEAR 2024

COUNTY

TAXING JURISDICTION

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

| DESCRIPTION | 2023 DIGEST | REASSESSMENT OF EXISTING REAL PROP | OTHER CHANGES TO TAXABLE DIGEST | 2024 DIGEST |
|---------------------------------------|----------------------|--|---------------------------------|----------------------|
| 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 | | -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 | 2024 PROPOSED MILLAGE RATE >>> | | 3.780 |

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

| 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) |
| 2023 Millage Rate | PYM | 3.780 | |
| Millage Equivalent of Reassessed Value Added | ME | 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 computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2) | Rollback Millage Rate | 3.635 |
| | 2024 Millage Rate | 3.780 |
| | 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:**
 - Convert \$200,000 into \$1,000 units: $\frac{200,000}{1,000} = 200$ units
 - Multiply by the millage rate: 5 mills \times 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 of POOLER
— GEORGIA —

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



CITY of POOLER
— GEORGIA —

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 KAREN L. WILLIAMS 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 JULY, 2024. 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/salary

- 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
 Karen L. Williams, Mayor

Sworn to and subscribed before me this

15TH day of JULY, 2024.

NOTARY PUBLIC



[Signature]



CITY of POOLER
— GEORGIA —

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.

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



Special Event Permit Application (No Alcohol)

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Updated MAY 2024

#7007

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.

OFFICE USE ONLY

Date Received: 7/25/24 Received by: C.B. Fee Paid: \$ Seeking waiver

Approved Denied Special Stipulations: _____

Meeting Date: _____ Mayor's Signature: _____

Event Information

Event Name: Touch a Truck Event Date: Sat. Feb. 22, 2025 Event Start/End Time: 10am - 2:00pm

We will have a rain date on the Pooler Rec Calendar just in case

City of Pooler • Finance Department • 100 US Hwy 80 SW • Pooler, Georgia 31322 • (912) 748-7261
finance@pooler-ga.gov | www.pooler-ga.gov

The rain date will be figured out once the baseball tournament schedule is confirmed.



Special Event Permit Application (No Alcohol)

Page 2 of 3

Updated MAY 2024

Pooler Recreation Complex 200 Preston Stokes Dr. \$5.00/person
Entry Fee (if applicable) \$20.00/family

Kids get to see & touch trucks, construction equipment, etc. 1500-3000 Pass up to 6 family members
Estimated Participants

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 poolermopsevents@gmail.com
Applicant Name Applicant Email

108 Covered Bridge Blvd. Guyton, GA 31312 478-960-8641
Applicant Home Address Applicant Phone

Contact Name (if different from above) Contact Phone

Buddies & Blessings 501(C)(3) Fee Waiver Requested? Yes No
Non-Profit Name (if applicable) (RS Status (if applicable))

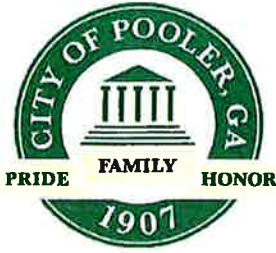
170(b)(1)(A)(vi) - see the IRS determination letter

Affidavit

I solemnly affirm and declare that the information provided in this application is true, complete, and accurate to the best of my knowledge and belief. I understand that any false statements or omissions may result in the denial of this application or the revocation of any permit issued based on this application.

I further acknowledge my responsibility to comply with all applicable local, state, and federal laws, regulations, and ordinances related to the event for which this permit is sought. I agree to assume all liability for any damages, injuries, or losses arising from or related to the event, and I will obtain any necessary insurance coverage as required by the local government. I also agree to promptly notify the local government of any material changes to the information provided in this application.

Jennifer Mullis Jennifer Mullis 7/24/24
Applicant Name Applicant Signature Date



Special Event Permit Application (No Alcohol)

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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: 7/30/2024 Reviewed by: C. Liley Brown

Comments/Concerns: Security plan required.
Contact Captain Bogdanos

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: _____

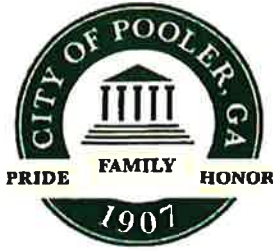
Comments/Concerns: See next page

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: _____



Special Event Permit Application (No Alcohol)

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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 page* _____

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: *7/25/24* Reviewed by: *G. W. Simmonds*

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 next page* _____



Special Event Permit Application (No Alcohol)

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: _____

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: _____

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: 7/30/24 Reviewed by: [Signature]

Comments/Concerns: _____

Need to coordinate set-up and clean-up with Rec Dept. due to new facility openings

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



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

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,

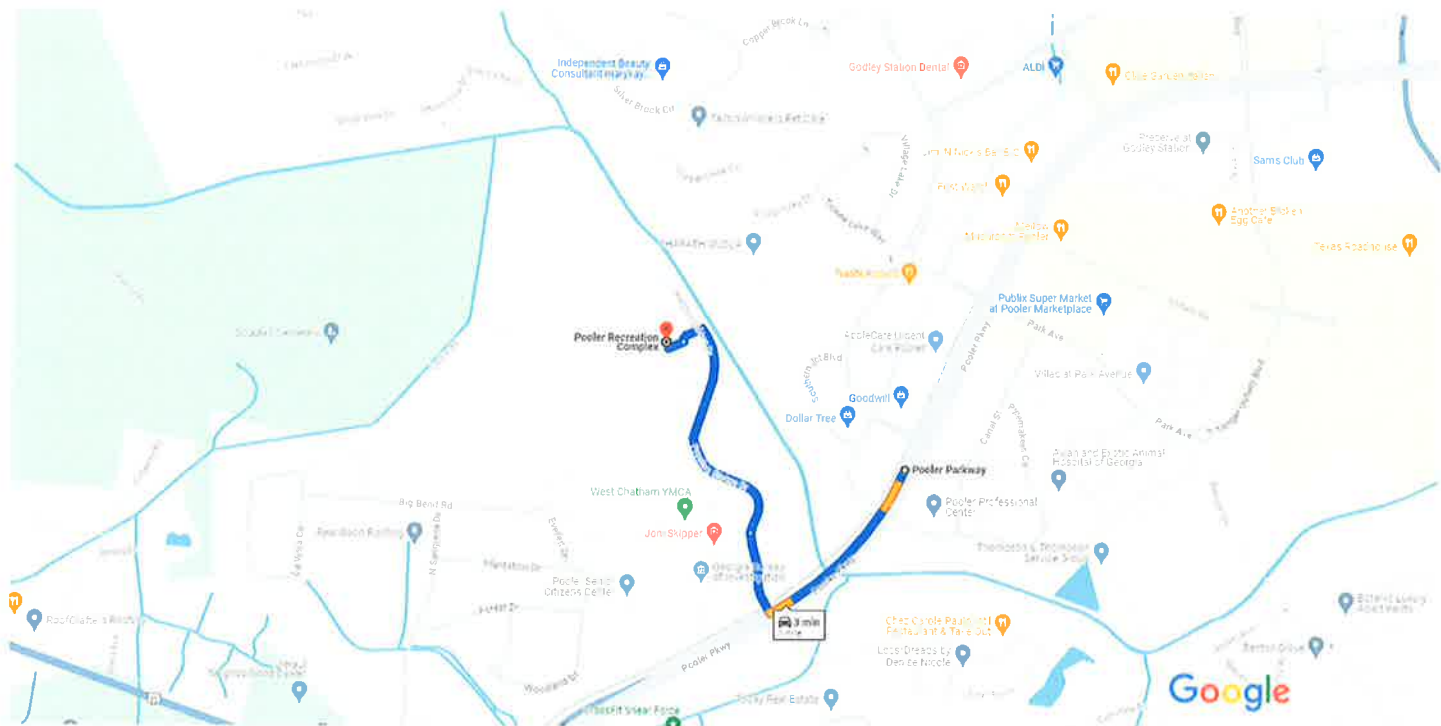
A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



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

Drive 1.0 mile, 3 min



Map data ©2024 500 ft



via Pooler Pkwy and Preston Stokes Dr
Fastest route

3 min
1.0 mile

Route Overview

Explore nearby Pooler Recreation Complex



Restaurants



Hotels



Gas stations



Parking Lots



More

6TH ANNUAL



touch a truck

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:

TIME: 10:00 AM TO 2:00 PM

Horn free: 10:00 AM - 11:00 AM

AT POOLER RECREATION COMPLEX

200 Preston Stokes Dr.



PROCEEDS BENEFITTING

*Buddies
and
Blessings*



Bond No.: ES00017660 Principal Amount: \$293,030.48
Premium: \$1,465.00/2 yr.

MAINTENANCE AND WARRANTY 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:

That Clear Lake (GA) Owner I LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "**CONTRACTOR,**" and Everest Reinsurance Company, as Surety, hereinafter called the "**SURETY,**" registered business address of 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597, a Surety insurer, chartered and existing under the laws of the State of Delaware, and authorized to do business in the State of Georgia, are held and firmly bound unto the 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 sum of Two Hundred Ninety-Three Thousand Thirty * Dollars (\$293,030.48) lawful money of the United States of America, for the payment of which sum truly to be made to Obligee, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents: * & 48/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: 360 Communities at Clear Lake, Phase 1A in accordance with the General Conditions, Drawings, Specifications, Plans, etc. on file for the Project defined above and herein. Contractor constructed the improvements in accordance with all applicable Ordinances of the City of Pooler, in addition to any other applicable local, state, or federal code, regulation, guideline, conditions, etc.

NOW THEREFORE for a period of Twenty Four (24) months, commencing on the date of acceptance of this Bond by Obligee:

1. The Contractor shall promptly and faithfully protect Obligee against any defects in the Project resulting from faulty materials, workmanship, design, or any other cause (excluding acts of nature);
2. In the event defects are found and identified, Obligee shall promptly notify Contractor in writing, stating the defect or defects to be remedied;
3. The Contractor shall initiate repairs within thirty (30) days of notice from Obligee and completes repairs within a reasonable time;
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 Oblige, Oblige shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Oblige,

- a. elect to take action as it deems necessary to insure performance of the Contractor's obligations herein, or
- b. submit a written request to Oblige 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 Oblige 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, Oblige 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 Oblige, together with any damages direct or consequential Oblige may sustain as a result of the defect(s) or the failure to timely repair the defect(s); and

8. Oblige 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 Oblige for any amount owed under such contract.

This Bond shall automatically renew unless released by Oblige 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 Oblige.

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 Oblige 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 Oblige, 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 April, 2024

(SEAL)

ATTEST:

[Signature]
WITNESS AS TO CONTRACTOR

[Signature]
WITNESS AS TO CONTRACTOR

CONTRACTOR Clear Lake (GA) Owner I LLC
a Delaware limited liability company

[Signature]
CONTRACTOR - Signature

Jesse R. Baker
(Print Name)

By: Authorized Signatory
Title

(SEAL)

ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

Everest Reinsurance Company
SURETY (Print Company Name)

1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597
Business Address

By: _____
Authorized Signature

(Print Name)

OR

(SEAL)

ATTEST:

[Signature]
WITNESS AS TO AGENT

Lisa Ybarra
WITNESS AS TO AGENT

SURETY'S AGENT

By: [Signature]
As Attorney in Fact (Attached Power)

Cathy S. Kennedy
(Print Name)

0K07568

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)

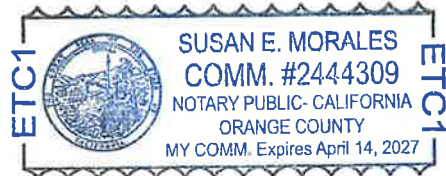
personally appeared Cathy S. Kennedy,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00017660

(Title or description of attached document)

Everest Reinsurance Company

(Title or description of attached document continued)

Number of Pages _____ Document Date 4/10/24

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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. Acknowledgments 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.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which 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 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.
- 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.
- 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).
- 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

[Handwritten signature of Anthony Romano]

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

[Handwritten signature of Linda Robins]

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.



[Handwritten signature of Sylvia Semerdjian]

By: Sylvia Semerdjian, Assistant Secretary

Bond No.: ES00017659
Premium: \$466.00/1 yr.

Principal Amount: \$62,181.00

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:

That Clear Lake (GA) Owner I LLC, registered business address of 100 Blue Moon Crossing, Suite 114, Pooler, GA 31322; as Principal, hereinafter called "PRINCIPAL," and Everest Reinsurance Company as Surety, hereinafter called the "SURETY," registered business address of 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597, a Surety insurer, chartered and existing under the laws of the State of Delaware, and authorized to do business in 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 sum of Sixty-Two Thousand One Hundred Eighty-One and 00/100 Dollars (\$ 62,181.00), lawful money of the United States of America, for the payment of which well 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 improvements: 360 Communities at Clear Lake, Phase 1A. Said 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:

1. 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.
2. 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.
3. 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]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:
ES00017659, this 10th day of April, 2024.

(SEAL)
ATTEST:



WITNESS AS TO CONTRACTOR



WITNESS AS TO CONTRACTOR

CONTRACTOR Clear Lake (GA) Owner I LLC
& Delaware limited liability company



CONTRACTOR - Signature

Jesse R. Baker

(Print Name)

By: Authorized Signatory
Title

(SEAL)
ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

Everest Reinsurance Company

SURETY (Print Company Name)

1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597

Business Address

By: _____
Authorized Signature

(Print Name)

OR

SURETY'S AGENT

(SEAL)
ATTEST:



WITNESS AS TO AGENT

Cathy S. Kennedy

WITNESS AS TO AGENT

By: Cheryl L. Thomas
As Attorney in Fact (Attached Power)

Cheryl L. Thomas

(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)

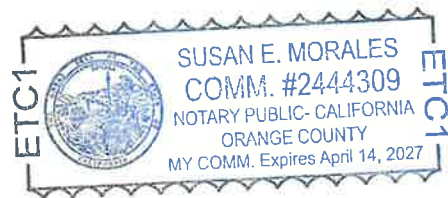
personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that 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
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00017659
(Title or description of attached document)
Everest Reinsurance Company
(Title or description of attached document continued)
Number of Pages _____ Document Date 4/10/24

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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. Acknowledgments 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.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which 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 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.
- 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.
- 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).
- 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

[Handwritten signature of Anthony Romano]

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

[Handwritten signature of Linda Robins]

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.

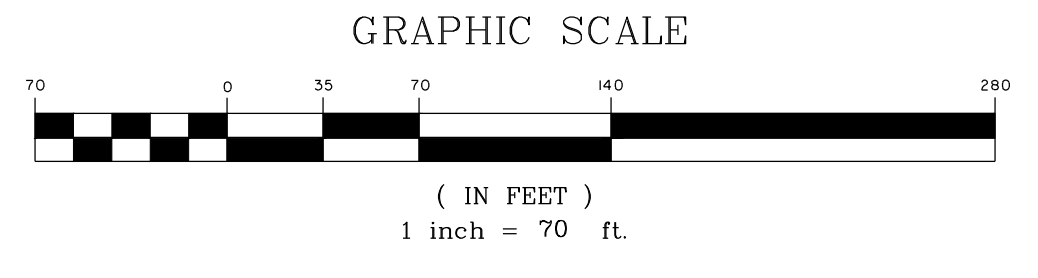
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 10th day of APRIL 2024.



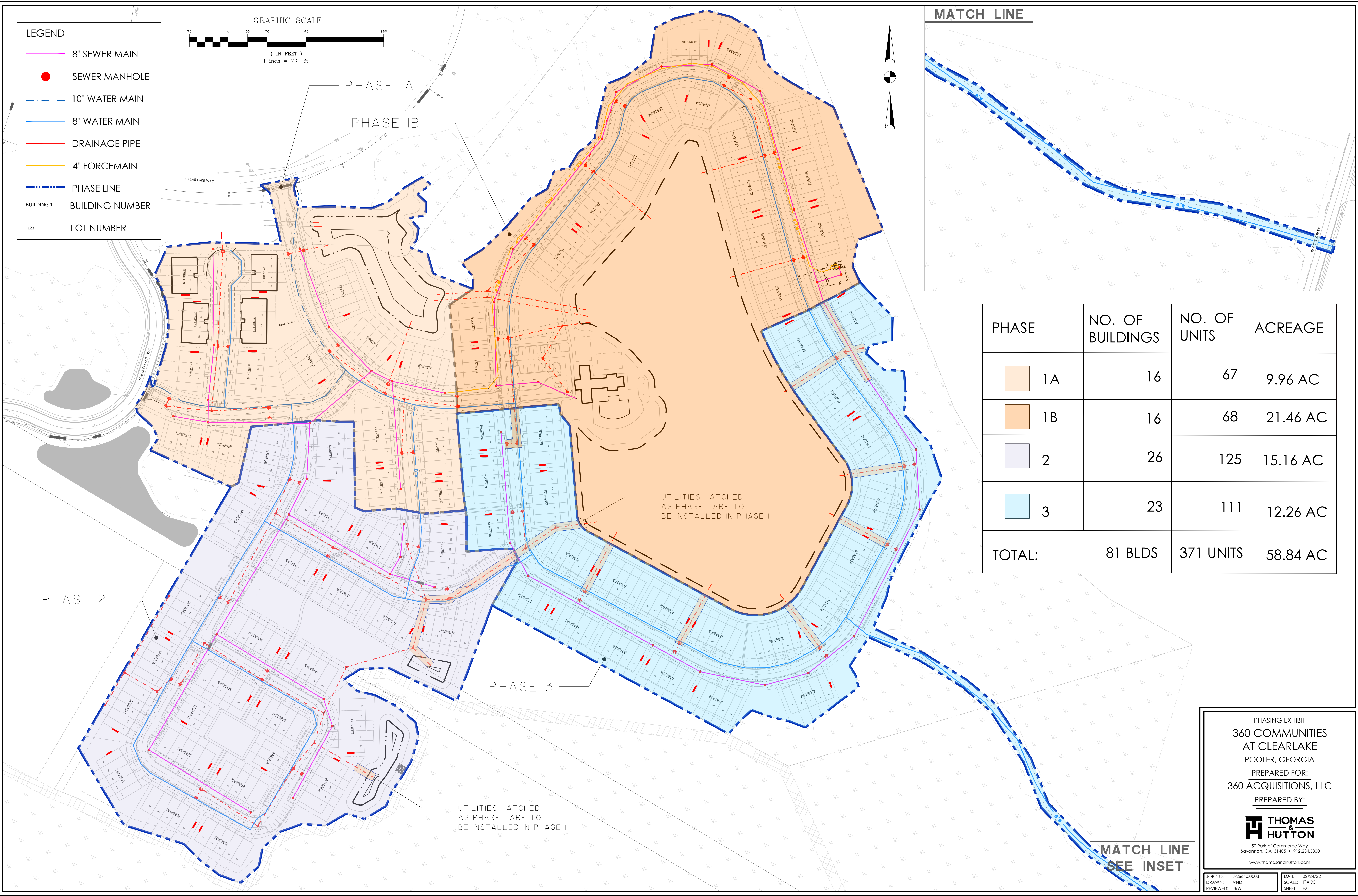
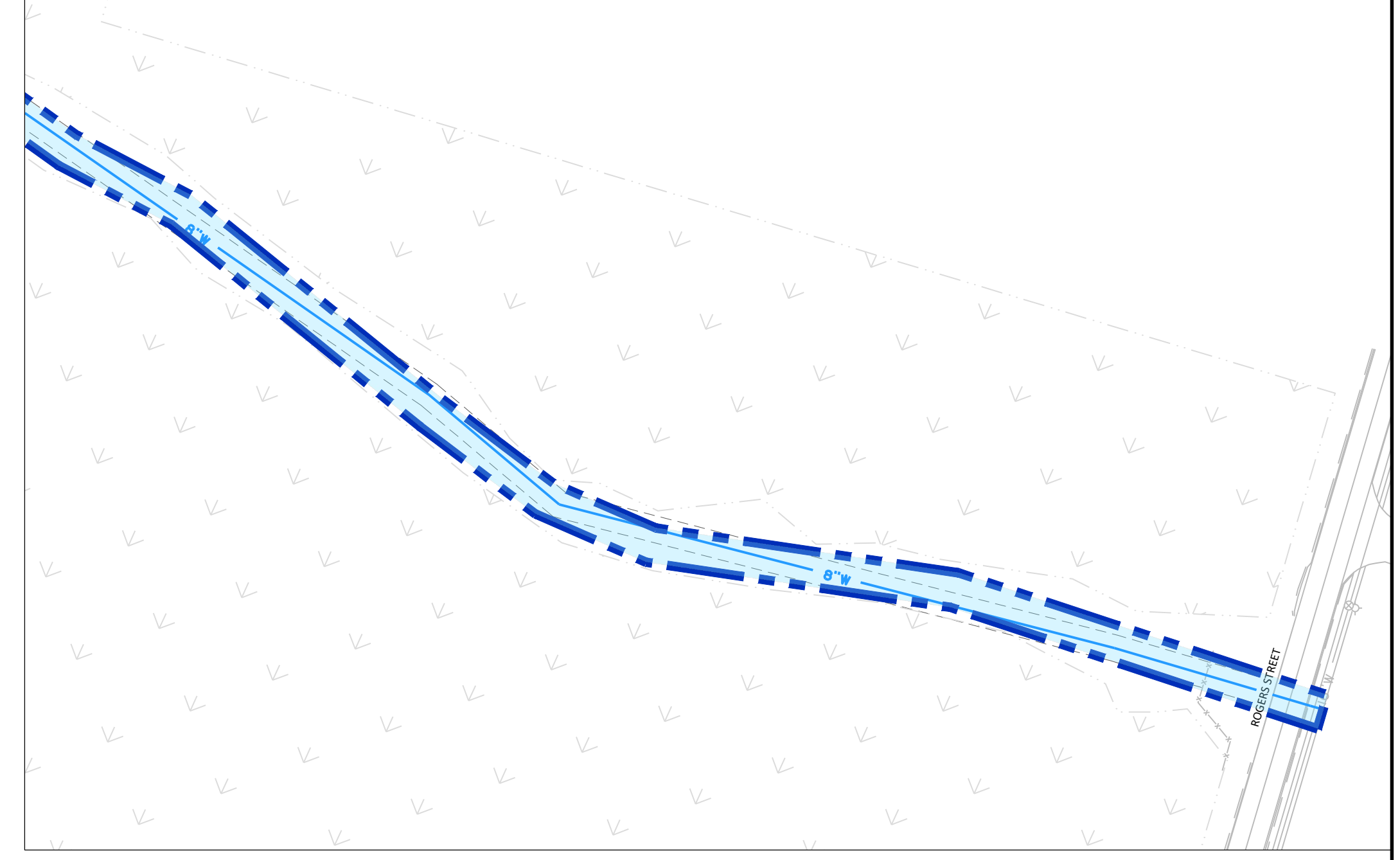
[Handwritten signature of Sylvia Semerdjian]

By: Sylvia Semerdjian, Assistant Secretary

- LEGEND**
- 8" SEWER MAIN
 - SEWER MANHOLE
 - - - 10" WATER MAIN
 - 8" WATER MAIN
 - - - DRAINAGE PIPE
 - 4" FORCEMAIN
 - - - PHASE LINE
 - BUILDING 1 BUILDING NUMBER
 - 123 LOT NUMBER



MATCH LINE



| PHASE | NO. OF BUILDINGS | NO. OF UNITS | ACREAGE |
|---------------|------------------|------------------|-----------------|
| 1A | 16 | 67 | 9.96 AC |
| 1B | 16 | 68 | 21.46 AC |
| 2 | 26 | 125 | 15.16 AC |
| 3 | 23 | 111 | 12.26 AC |
| TOTAL: | 81 BLDs | 371 UNITS | 58.84 AC |

UTILITIES HATCHED AS PHASE I ARE TO BE INSTALLED IN PHASE I

UTILITIES HATCHED AS PHASE I ARE TO BE INSTALLED IN PHASE I

**MATCH LINE
SEE INSET**

PHASING EXHIBIT
360 COMMUNITIES AT CLEARLAKE
 POOLER, GEORGIA
 PREPARED FOR:
360 ACQUISITIONS, LLC
 PREPARED BY:

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

| | |
|----------------------|-----------------|
| JOB NO: J-26640.0008 | DATE: 02/24/22 |
| DRAWN: VND | SCALE: 1" = 95' |
| REVIEWED: JRW | SHEET: EX1 |



CITY of POOLER
— GEORGIA —

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:



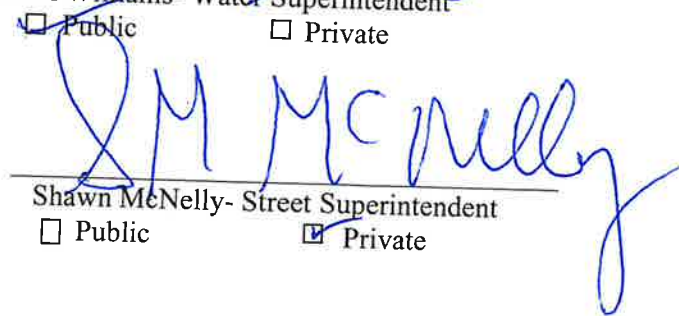
John Winn- Sewer Superintendent
 Public Private



Mark Williams- Water Superintendent
 Public Private



Chris Costa- Drainage Superintendent
 Public Private



Shawn McNelly- Street Superintendent
 Public Private

Tarra Duff
Public Works Coordinator





EOM Operations
Your solution to a better tomorrow

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



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

THOMAS & HUTTON

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,

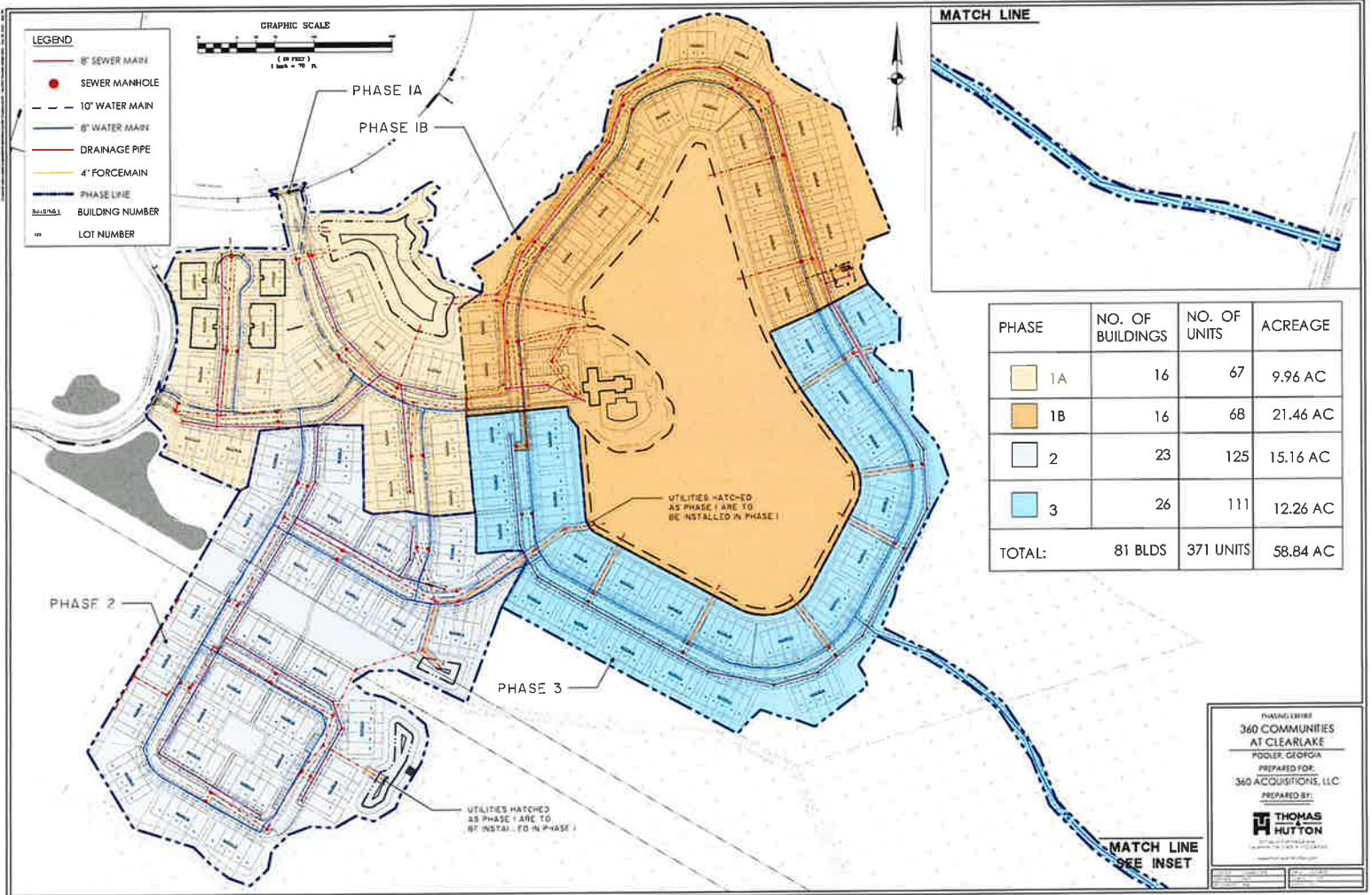
THOMAS & HUTTON



Nathan B. Long, P.E.

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

Enclosures



| PHASE | NO. OF BUILDINGS | NO. OF UNITS | ACREAGE |
|---------------|------------------|------------------|-----------------|
| 1A | 16 | 67 | 9.96 AC |
| 1B | 16 | 68 | 21.46 AC |
| 2 | 23 | 125 | 15.16 AC |
| 3 | 26 | 111 | 12.26 AC |
| TOTAL: | 81 BLDs | 371 UNITS | 58.84 AC |

PHASING EXHIBIT
360 COMMUNITIES AT CLEARLAKE
 POOLER, GEORGIA
 PREPARED FOR:
360 ACQUISITIONS, LLC
 PREPARED BY:
THOMAS HUTTON
 ENGINEERS, ARCHITECTS & PLANNERS
 1000 W. BROADWAY, SUITE 1000
 ATLANTA, GA 30333
 (404) 525-8800
 www.thomashutton.com

Phase 1A

| SQ Cost Code | Description | Barfield Estim. Qty. | Unit Price | Total Price | Qty. 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 | \$ 5,500.00 | \$ 5,500.00 | \$ - | 100% 0% |
| 12.01.015.010 | Site Con - GPS, Staking | 1 | LS | 13,400.00 | \$ 13,400.00 | \$ 6,700.00 | \$ 6,700.00 | 50% 50% |
| 12.01.015.015 | Site Con - Materials & Compaction Testing for Roads | 1 | LS | 7,035.00 | \$ 7,035.00 | \$ - | \$ 7,035.00 | 0% 100% |
| 12.01.015.020 | Site Con - Soils Testing for Pads | 67 | EA | 145.00 | \$ 9,715.00 | \$ - | \$ - | 100% 0% |
| 12.01.015.025 | Site Con - Asbuilts | 1 | LS | 4,500.00 | \$ 4,500.00 | \$ - | \$ 4,500.00 | 0% 100% |
| 12.01.020.000 | Demolition & Removal | | | | | | | |
| 12.01.020.015 | Saw Cut Pavement For Tie In | 193 | LF | 3.65 | \$ 711.75 | \$ - | \$ 711.75 | 0% 100% |
| 12.01.020.115 | Demolition & Removal - General-RIP RAP, PIPE | 1 | LS | 3,300.00 | \$ 3,300.00 | \$ - | \$ 3,300.00 | 0% 100% |
| 12.01.025.000 | Grading Preparation | | | | | | | |
| 12.01.025.005 | Clearing & Grubbing w/Burn | 48 | AC | 6,980.00 | \$ 335,040.00 | \$ 335,040.00 | \$ - | 100% 0% |
| 12.01.040.000 | Earthwork | | | | | | | |
| 12.01.040.005 | General Cuts | 28.456 | CY | 4.50 | \$ 128,052.00 | \$ 128,052.00 | \$ - | 100% 0% |
| 12.01.040.010 | Import Fill - Place & Compact for Roads | 34.079 | CY | 19.30 | \$ 657,724.70 | \$ 657,724.70 | \$ - | 100% 0% |
| 12.01.040.015 | Import Fill - Place & Compact Pad Fill | 61.443 | CY | 1.50 | \$ 92,164.50 | \$ 92,164.50 | \$ - | 100% 0% |
| 12.01.040.020 | Muck Road & Pads | 33.875 | CY | 4.20 | \$ 142,275.00 | \$ 142,275.00 | \$ - | 100% 0% |
| 12.01.040.025 | Pond Excavation - Place & Compact For General Site | 50.963 | CY | 4.50 | \$ 229,333.50 | \$ 229,333.50 | \$ - | 100% 0% |
| 12.01.040.035 | Drv/Mix Onsite cuts for pad fill | 61.443 | CY | 1.70 | \$ 104,453.10 | \$ 104,453.10 | \$ - | 100% 0% |
| 12.01.040.040 | Dirt Swap material required for pad fill | 15.600 | CY | 4.50 | \$ 70,200.00 | \$ 70,200.00 | \$ - | 100% 0% |
| 12.01.040.045 | Dross Pond Slope | 8.650 | SY | 1.70 | \$ 14,705.00 | \$ - | \$ 14,705.00 | 0% 100% |
| 12.01.040.050 | Strip & Stockpile Topsoil | 40.871 | CY | 3.70 | \$ 151,222.70 | \$ 151,222.70 | \$ - | 100% 0% |
| 12.01.040.055 | Respread Topsoil - used t/h strip number | 40.871 | CY | 3.70 | \$ 151,222.70 | \$ 151,222.70 | \$ - | 100% 0% |
| 12.01.050.000 | Finish Grading | | | | | | | |
| 12.01.050.005 | Fine Grade Sub-Grade for Curb | 4.177 | LF | 3.35 | \$ 13,992.95 | \$ - | \$ 13,992.95 | 0% 100% |
| 12.01.050.010 | Dress Behind Curb | 4.177 | LF | 1.80 | \$ 7,518.60 | \$ - | \$ 7,518.60 | 0% 100% |
| 12.01.050.015 | Fine Grade Road Sub-Grade | 6.235 | SY | 3.35 | \$ 20,887.25 | \$ - | \$ 20,887.25 | 0% 100% |
| 12.01.050.020 | Fine Grade GABC & Paving Prep | 6.235 | SY | 3.35 | \$ 20,887.25 | \$ - | \$ 20,887.25 | 0% 100% |
| 12.01.050.025 | Fine Grade for temporary turn around | 1.150 | SY | 1.50 | \$ 1,725.00 | \$ - | \$ 1,725.00 | 0% 100% |
| 12.01.050.025 | Final grade stone for temp. turn around | 1.150 | SY | 1.50 | \$ 1,725.00 | \$ - | \$ 1,725.00 | 0% 100% |
| 12.01.050.030 | Fine Grade Areas Outside Pavement | 36.942 | SY | 0.96 | \$ 35,464.32 | \$ - | \$ 35,464.32 | 0% 100% |
| 12.01.050.030 | Final Grade for Grassiue | 36.942 | SY | 0.30 | \$ 11,082.60 | \$ - | \$ 11,082.60 | 0% 100% |
| 12.01.050.035 | Finish Grading - General | 1 | LS | 38,619.00 | \$ 38,619.00 | \$ - | \$ 38,619.00 | 0% 100% |
| 12.01.065.000 | Erosion Control | | | | | | | |
| 12.01.065.015 | Construction Entrance - Install and Maintain | 1 | EA | 1,900.00 | \$ 1,900.00 | \$ 1,900.00 | \$ - | 100% 0% |
| 12.01.065.035 | Silt Fence - SdI-NS (TP-A) Single Row | 4.032 | LF | 3.33 | \$ 13,507.20 | \$ - | \$ 13,507.20 | 0% 100% |
| 12.01.065.040 | Silt Fence - SdI-S (TP-C) Double Row | 8.260 | LF | 6.95 | \$ 57,407.00 | \$ 57,407.00 | \$ - | 100% 0% |
| 12.01.065.045 | TREE PROTECTION - ORANGE FABRIC | 900 | LF | 3.00 | \$ 2,700.00 | \$ 2,700.00 | \$ - | 100% 0% |
| 12.01.065.055 | Inlet Protection - Before Paving | 17 | EA | 165.00 | \$ 2,805.00 | \$ - | \$ 2,805.00 | 0% 100% |
| 12.01.065.060 | Inlet Protection - After Paving | 17 | EA | 100.00 | \$ 1,700.00 | \$ - | \$ 1,700.00 | 0% 100% |
| 12.01.065.070 | Diversion Ditch - BBEl Use | 1.500 | LF | 2.69 | \$ 4,035.00 | \$ - | \$ 4,035.00 | 0% 100% |
| 12.01.065.075 | Grassiue - Stabilized | 36.942 | SY | 0.68 | \$ 25,120.56 | \$ - | \$ 25,120.56 | 0% 100% |
| 12.01.065.080 | Rip Rap | 206 | SY | 120.00 | \$ 24,720.00 | \$ 16,800.00 | \$ 7,920.00 | 68% 32% |
| 12.01.065.085 | NPDES Monitoring (per Month) | 12 | MO | 1,870.00 | \$ 22,440.00 | \$ 13,090.00 | \$ 9,350.00 | 58% 42% |
| 12.01.065.090 | Turbiditv Curtain | 200 | LF | 25.00 | \$ 5,000.00 | \$ 5,000.00 | \$ - | 100% 0% |
| 12.01.070.000 | Earthwork - Miscellaneous | | | | | | | |
| 12.01.070.030 | Pond Pump Down | 280 | DY | 555.00 | \$ 155,400.00 | \$ 116,550.00 | \$ 38,850.00 | 75% 25% |
| 12.01.070.080 | Earthwork Misc. - General | 1 | LS | 50,000.00 | \$ 50,000.00 | \$ - | \$ 50,000.00 | 0% 100% |

SITE PREP AND GRADING SUBTOTAL
QUANTITY REMAINING

| |
|----------------|
| \$2,639,191.68 |
| \$324,599.28 |

| SQ Cost Code | Description | Barfield Estim. Qty. | Unit Price | Total Price | Qty. Completed | Qty. 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 | \$ 9,100.00 | \$ - | \$ 9,100.00 | 0% 100% |
| 12.10.110.020 | 8" PVC Sewer 0'-6' | 482 | LF | 48.00 | \$ 23,136.00 | \$ 5,784.00 | \$ 17,352.00 | 25% 75% |
| 12.10.110.025 | 8" PVC Sewer 6'-8" cut | 428 | LF | 50.00 | \$ 21,400.00 | \$ 5,350.00 | \$ 16,050.00 | 25% 75% |
| 12.10.110.030 | 8" PVC Sewer 8'-10" cut | 162 | LF | 53.00 | \$ 8,586.00 | \$ 2,146.50 | \$ 6,439.50 | 25% 75% |
| 12.10.110.035 | 8" PVC Sewer 10'-12" cut | 142 | LF | 56.50 | \$ 8,023.00 | \$ 2,005.75 | \$ 6,017.25 | 25% 75% |
| 12.10.110.040 | 8" PVC Sewer 12'-14" cut | 224 | LF | 60.00 | \$ 13,440.00 | \$ 3,360.00 | \$ 10,080.00 | 25% 75% |
| 12.10.110.045 | 8" PVC Sewer 14'-16 cut | 328 | LF | 64.20 | \$ 21,057.60 | \$ 5,264.40 | \$ 15,793.20 | 25% 75% |
| 12.10.110.175 | Sewer Service Connections | 67 | EA | 670.00 | \$ 44,890.00 | \$ 5,374.07 | \$ 39,515.93 | 12% 88% |
| 12.10.110.185 | 4" PVC Service Lateral | 2,100 | LF | 20.50 | \$ 43,050.00 | \$ - | \$ 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 | \$ 4,350.00 | \$ 13,050.00 | 25% 75% |
| 12.10.115.020 | Manholes 48" 0'-6" (Lined MH) | 1 | EA | 6,285.00 | \$ 6,285.00 | \$ 1,571.25 | \$ 4,713.75 | 25% 75% |
| 12.10.115.025 | Manholes 48" 0'-6" Deep | 3 | EA | 3,420.00 | \$ 10,260.00 | \$ 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 | \$ 2,007.50 | \$ 6,022.50 | 25% 75% |
| 12.10.115.045 | Manholes 48" 12'-14" Deep | 1 | EA | 4,920.00 | \$ 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 | \$ 10,910.00 | \$ 2,727.50 | \$ 8,182.50 | 25% 75% |
| 12.10.120.000 | Sewer Lift Station | | | | | | | |
| 12.10.120.015 | 4.0" Force Main | 60 | LF | 31.75 | \$ 1,905.00 | \$ - | \$ 1,905.00 | 0% 100% |
| 12.10.130.000 | Sewer - Miscellaneous | | | | | | | |
| 12.10.130.025 | ONSITE BACKFILL | 587 | CY | 4.50 | \$ 2,641.50 | \$ - | \$ 2,641.50 | 0% 100% |
| 12.10.130.030 | Install Well pits and De-water | 552 | LF | 18.50 | \$ 10,212.00 | \$ - | \$ 10,212.00 | 0% 100% |
| 12.10.130.035 | De-watering - Supply & Maintain | 6 | DY | 2,850.00 | \$ 17,100.00 | \$ - | \$ 17,100.00 | 0% 100% |
| 12.10.130.045 | TV Test - Laterals | 1,749 | LF | 2.45 | \$ 4,285.05 | \$ - | \$ 4,285.05 | 0% 100% |
| 12.10.130.050 | Mandrel & Air - Test - Main/MH | 1,766 | LF | 1.95 | \$ 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. Qty. | Unit Price | Total Price | Qty. Completed | Qty. Remaining | % Complete | % Remaining |
|--|--|----------------------|------------|---------------|----------------|----------------|------------|-------------|
| STORM DRAINAGE | | | | | | | | |
| 12.20.210.000 | Drainage Pipe | | | | | | | |
| 12.20.210.005 | Connect to Existing ST | 2 EA | 1,530.00 | \$ 3,060.00 | \$ - | \$ 3,060.00 | 0% | 100% |
| 12.20.210.045 | 48" FES | 1 EA | 4,300.00 | \$ 4,300.00 | \$ - | \$ 4,300.00 | 0% | 100% |
| 12.20.210.085 | PLUG 48" PIPES | 2 EA | 2,800.00 | \$ 5,600.00 | \$ - | \$ 5,600.00 | 0% | 100% |
| 12.20.210.090 | 6" Subgrade Drain w/ Sock and 2'x1.5' SAND | 2,000 LF | 21.15 | \$ 42,300.00 | \$ - | \$ 42,300.00 | 0% | 100% |
| 12.20.210.100 | 18" RCP Storm Drain | 1,040 LF | 67.00 | \$ 69,680.00 | \$ - | \$ 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 | \$ 8,800.00 | \$ - | \$ 8,800.00 | 0% | 100% |
| 12.20.210.410 | Storm Test, Clean, Inspect | 1 LS | 5,100.00 | \$ 5,100.00 | \$ - | \$ 5,100.00 | 0% | 100% |
| 12.20.225.000 Storm Drain Concrete Structures | | | | | | | | |
| 12.20.225.005 | Curb Inlet - Roll Over CB w/50lb 6" SGD WITH 2'X1.5' SAND each way | 17 EA | 6,850.00 | \$ 116,450.00 | \$ - | \$ 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 | \$ 11,250.00 | \$ - | \$ 11,250.00 | 0% | 100% |
| 12.20.235.000 Storm Drain Miscellaneous | | | | | | | | |
| 12.20.235.080 | Select Backfill in ROW only | 644 CY | 19.30 | \$ 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. Qty. | Unit Price | Total Price | Qty. Completed | Qty. 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 | \$ 21,520.00 | \$ 5,986.65 | \$ 15,533.35 | 28% | 72% |
| 12.30.310.005 | D/W-Connect Exig 12" Water Main at Point Provided | 1 EA | 5,550.00 | \$ 5,550.00 | \$ - | \$ 5,550.00 | 0% | 100% |
| 12.30.310.095 | D/W-4" PVC Water Main | 107 LF | 23.25 | \$ 2,487.75 | \$ 621.94 | \$ 1,865.81 | 25% | 75% |
| 12.30.310.105 | D/W-8" PVC Water Main | 1,040 LF | 49.50 | \$ 51,480.00 | \$ 15,678.75 | \$ 35,801.25 | 30% | 70% |
| 12.30.310.110 | D/W-10" PVC Water Main | 1,006 LF | 65.10 | \$ 65,499.60 | \$ 21,508.65 | \$ 43,991.95 | 33% | 67% |
| 12.30.310.175 | 6" Fire Hydrant Lead | 60 LF | 53.00 | \$ 3,180.00 | \$ 795.00 | \$ 2,385.00 | 25% | 75% |
| 12.30.310.295 | D/W-1" 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 | \$ 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 | \$ 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 EA | 2,350.00 | \$ 7,050.00 | \$ 5,236.50 | \$ 2,413.50 | 68% | 32% |
| 12.30.315.020 | D/W-10" Gate Valve & Valve Box | 1 EA | 3,900.00 | \$ 3,900.00 | \$ 2,777.95 | \$ 1,122.05 | 71% | 29% |
| 12.30.315.070 | D/W-MISC Fittings | 1 LS | 107,655.00 | \$ 107,655.00 | \$ 31,345.96 | \$ 76,309.04 | 29% | 71% |
| 12.30.320.000 D/W - Waterline Appurtenances | | | | | | | | |
| 12.30.320.010 | D/W-Fire Hydrants w/6" Valve & Valve Box | 3 EA | 6,100.00 | \$ 18,300.00 | \$ 13,830.63 | \$ 4,469.37 | 76% | 24% |
| 12.30.345.000 Domestic Water Misc. | | | | | | | | |
| 12.30.345.030 | ONSITE BACKFILL | 432 CY | 4.50 | \$ 1,944.00 | \$ - | \$ 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 | Total Price | Qty. Completed | Qty. Remaining | % Complete | % Remaining |
|---|---|----------------------|------------|---------------|----------------|----------------|------------|-------------|
| STREET IMPROVEMENTS | | | | | | | | |
| 12.40.410.000 Pavement | | | | | | | | |
| 12.40.410.035 | GAB Temp Turnaround (4" Crushed Concrete) | 1,150 SY | 9.95 | \$ 11,442.50 | \$ - | \$ 11,442.50 | 0% | 100% |
| 12.40.410.040 | Petromat Fabric Underlayment at Intersection - NOT SHOWN ON PLANS | | 6.00 | \$ - | \$ - | \$ - | 0% | 100% |
| 12.40.415.000 ASPHALT (AC) | | | | | | | | |
| 12.40.415.005 | Prime Coat | 6,235 SY | 1.65 | \$ 10,287.75 | \$ - | \$ 10,287.75 | 0% | 100% |
| 12.40.415.015 | 1.5" Asphalt Surface Course | 6,235 SY | 12.35 | \$ 77,002.25 | \$ - | \$ 77,002.25 | 0% | 100% |
| 12.40.415.020 | Tack Coat | 3,731 SY | 0.53 | \$ 1,977.43 | \$ - | \$ 1,977.43 | 0% | 100% |
| 12.40.415.025 | 2" Binder | 3,731 SY | 15.80 | \$ 58,949.80 | \$ - | \$ 58,949.80 | 0% | 100% |
| 12.40.425.000 Aggregate Base (AB) | | | | | | | | |
| 12.40.425.025 | 8" Graded Aggregate Base Course | 6,235 SY | 25.05 | \$ 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 | \$ - | \$ 52,692.90 | 0% | 100% |
| 12.40.435.010 | 18" Standard (Vertical) Curb & Gutter | 1,200 LF | 23.00 | \$ 27,600.00 | \$ - | \$ 27,600.00 | 0% | 100% |
| 12.40.440.000 Sidewalk | | | | | | | | |
| 12.40.440.005 | 4' Sidewalk (non-lot areas only) | 120 SY | 63.00 | \$ 7,560.00 | \$ - | \$ 7,560.00 | 0% | 100% |
| 12.40.440.015 | Fine Grade for Sidewalk | 120 SY | 7.50 | \$ 900.00 | \$ - | \$ 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 | \$ - | \$ 38,500.00 | 0% | 100% |
| 12.40.440.025 | Fine Grade for H/C Ramp only | 14 EA | 200.00 | \$ 2,800.00 | \$ - | \$ 2,800.00 | 0% | 100% |
| 12.40.460.000 ST Signage - Striping - Facilities | | | | | | | | |
| 12.40.460.015 | Thermo Stop Bars | 4 EA | 585.00 | \$ 2,340.00 | \$ - | \$ 2,340.00 | 0% | 100% |
| 12.40.460.020 | Thermo Crosswalks | 3 EA | 1,135.00 | \$ 3,405.00 | \$ - | \$ 3,405.00 | 0% | 100% |
| 12.40.460.025 | Specialty Traffic Signs | 3 EA | 1,615.00 | \$ 4,845.00 | \$ - | \$ 4,845.00 | 0% | 100% |
| 12.40.460.060 | Parking Pavement Markings | 1 LS | 226.00 | \$ 226.00 | \$ - | \$ 226.00 | 0% | 100% |
| 12.40.470.000 Street Improvements Misc. | | | | | | | | |

STREET IMPROVEMENTS SUBTOTAL
QUANTITY REMAINING

| |
|--------------|
| \$436,715.38 |
| \$436,715.38 |

ALTERNATES (Rear lot drainage)

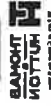
| | | | | | | | | | | | |
|---------------|-------------|-------|----|-------|------------|----|---|----|-----------|----|------|
| 12.50.510.015 | 4" CONDUITS | 2.910 | LF | 14.00 | -40,740.00 | \$ | - | \$ | 40,740.00 | 0% | 100% |
|---------------|-------------|-------|----|-------|------------|----|---|----|-----------|----|------|

| | |
|-----------------------|----------------|
| SITE PREP AND GRADING | \$2,639,191.68 |
| SANITARY SEWER | \$297,624.85 |
| STORM DRAINAGE | \$328,253.20 |
| DOMESTIC WATER | \$368,732.35 |
| STREET IMPROVEMENTS | \$456,715.38 |

| | |
|--|----------------|
| TOTAL WITHOUT ALTERNATES | \$4,090,517.46 |
| TOTAL UNIT PRICE WITHOUT ALTERNATES | \$61,052.50 |
| TOTAL WITH ALTERNATES | \$4,131,257.46 |
| TOTAL UNIT PRICE WITH ALTERNATES | \$61,660.56 |
| TOTAL QUANTITY REMAINING (BOND SUBTOTAL) | \$1,663,529.82 |
| BOND AMOUNT (150% OF SUBTOTAL) | \$2,495,294.73 |



| PHASE | BUILDINGS NO. OF | UNITS NO. OF | ACREAGE |
|--------|------------------|--------------|----------|
| TOTAL: | 81 BRDZ | 321 UNITS | 28.84 AC |
| 3 | 58 | 111 | 15.39 AC |
| 5 | 33 | 152 | 12.18 AC |
| 18 | 18 | 88 | 31.48 AC |
| 14 | 18 | 83 | 8.88 AC |



 HUTTON HOMES

 300 VERMONT ST.

 DOUGLAS, GEORGIA

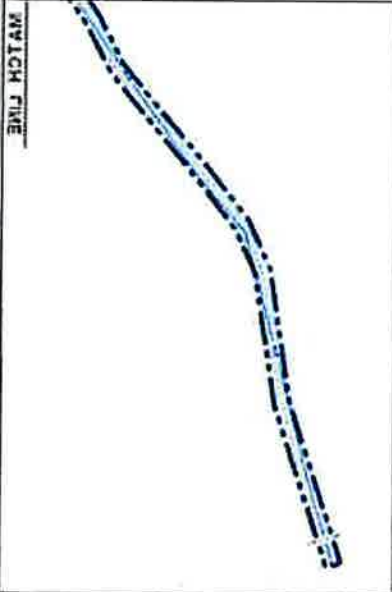
 31601-1111

 770 VERMONT LLC

 300 VERMONT ST.

 DOUGLAS, GEORGIA

 31601-1111





EOM Operations
Your solution to a better tomorrow

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



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

Bond No.: ES00017664 Principal Amount: \$313,588.00
Premium: \$1,568.00/2 yr.

MAINTENANCE AND WARRANTY BOND

Project: 360 Communities at Clear Lake, Phase 1B
City of Pooler Permit No.: (if applicable) _____
Project Location: Clear Lake Way & Marketplace 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 "**CONTRACTOR**," and Everest Reinsurance Company, as Surety, hereinafter called the "**SURETY**," registered business address of 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597, a Surety insurer, chartered and existing under the laws of the State of Delaware, and authorized to do business in the State of Georgia, are held and firmly bound unto the 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 sum of Three Hundred Thirteen Thousand Five Hundred *Dollars (\$ 313,588.00) lawful money of the United States of America, for the payment of which sum truly to be made to Obligee, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents: *Eighty-Eight & 00/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: 360 Communities at Clear Lake, Phase 1B in accordance with the General Conditions, Drawings, Specifications, Plans, etc. on file for the Project defined above and herein. Contractor constructed the improvements in accordance with all applicable Ordinances of the City of Pooler, in addition to any other applicable local, state, or federal code, regulation, guideline, conditions, etc.

NOW THEREFORE for a period of Twenty Four (24) months, commencing on the date of acceptance of this Bond by Obligee:

1. The Contractor shall promptly and faithfully protect Obligee against any defects in the Project resulting from faulty materials, workmanship, design, or any other cause (excluding acts of nature);
2. In the event defects are found and identified, Obligee shall promptly notify Contractor in writing, stating the defect or defects to be remedied;
3. The Contractor shall initiate repairs within thirty (30) days of notice from Obligee and completes repairs within a reasonable time;
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,

- a. elect to take action as it deems necessary to insure performance of the Contractor's obligations herein, or
- b. 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 10th day of April, 2024

(SEAL)

ATTEST:

WITNESS AS TO CONTRACTOR

WITNESS AS TO CONTRACTOR

CONTRACTOR Clear Lake (GA) Owner I LLC
& Delaware limited liability company

CONTRACTOR - Signature

(Print Name)

By:

Title

(SEAL)

ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

Everest Reinsurance Company

SURETY (Print Company Name)

1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597

Business Address

By:

Authorized Signature

(Print Name)

OR

(SEAL)

ATTEST:

WITNESS AS TO AGENT

WITNESS AS TO AGENT

SURETY'S AGENT

By:

As Attorney in Fact (Attached Power)

Cheryl L. Thomas

(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)

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
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00017664
(Title or description of attached document)

Everest Reinsurance Company
(Title or description of attached document continued)

Number of Pages _____ Document Date 4/10/24

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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. Acknowledgments 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.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which 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 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.
- 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.
- 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).
- 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

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

Premium: \$330.00/1 yr.

SIDEWALK PERFORMANCE BOND

Project: 360 Communities at Clear Lake, Phase 1B

City of Pooler Permit No.: (if applicable) _____

Project Location: Clear Lake Way & Marketplace 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 "PRINCIPAL," and Everest Reinsurance Company as Surety, hereinafter called the "SURETY," registered business address of 1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597, a Surety insurer, chartered and existing under the laws of the State of Delaware, and authorized to do business in 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 sum of Forty-Three Thousand Nine Hundred Forty-Two and 00/100 Dollars (\$ \$43,942.50), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. * & 50/100ths

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following improvements: 360 Communities at Clear Lake, Phase 1B. Said 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:

1. 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.

2. 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.

3. 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 Oblige 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 Oblige 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 Oblige.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:
ES00017663, this 10th day of April, 2024.

(SEAL)
ATTEST:

[Signature]
WITNESS AS TO CONTRACTOR

[Signature]
WITNESS AS TO CONTRACTOR

CONTRACTOR Clear Lake (GA) Owner I LLC
a Delaware limited liability company

[Signature]
CONTRACTOR - Signature

Jesse R. Baker
(Print Name)

By: Authorized Signatory
Title

(SEAL)
ATTEST:

WITNESS AS TO SURETY

WITNESS AS TO SURETY

COMPANY NAME

Everest Reinsurance Company
SURETY (Print Company Name)

1340 Treat Blvd., Suite 450, Walnut Creek, CA 94597
Business Address

By: _____
Authorized Signature

(Print Name)

OR

SURETY'S AGENT

(SEAL)
ATTEST:

[Signature]
WITNESS AS TO AGENT

Cathy S. Kennedy
WITNESS AS TO AGENT

By: [Signature]
As Attorney in Fact (Attached Power)

Cheryl L. Thomas
(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)

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
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00017663
(Title or description of attached document)
Everest Reinsurance Company
(Title or description of attached document continued)
 Number of Pages _____ Document Date 4/10/24

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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. Acknowledgments 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.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which 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 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.
- 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.
- 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).
- 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

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

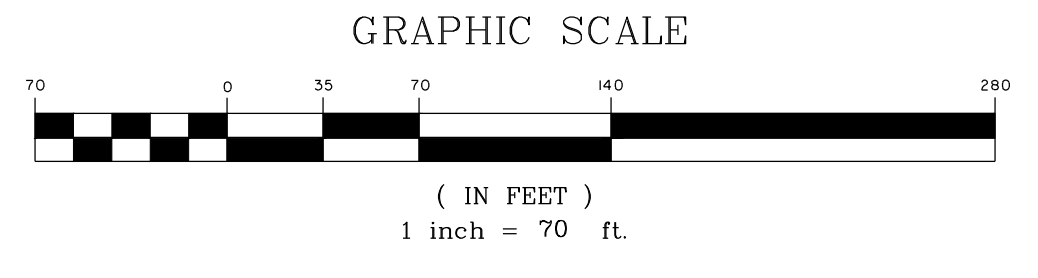
I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth 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.

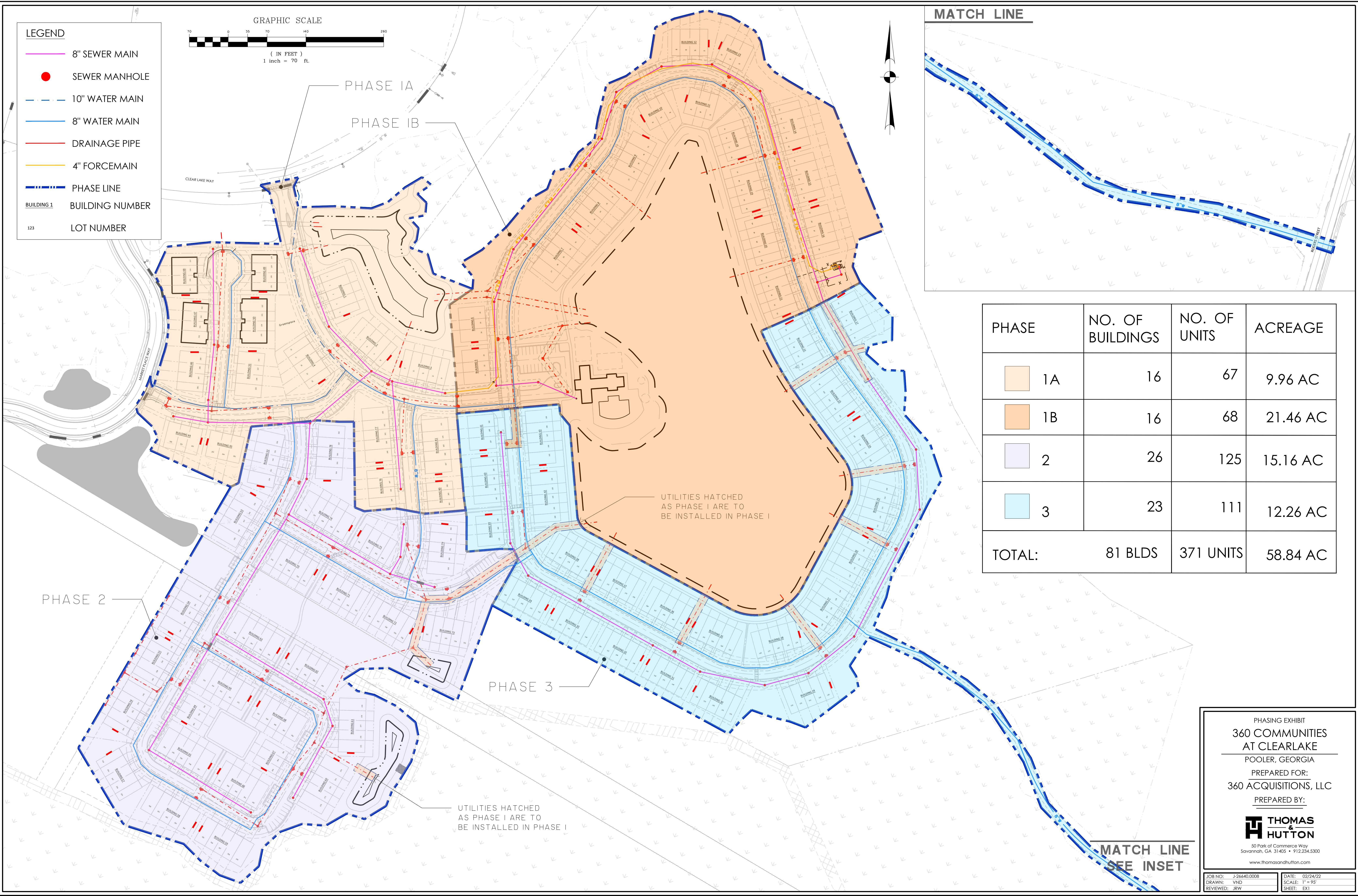
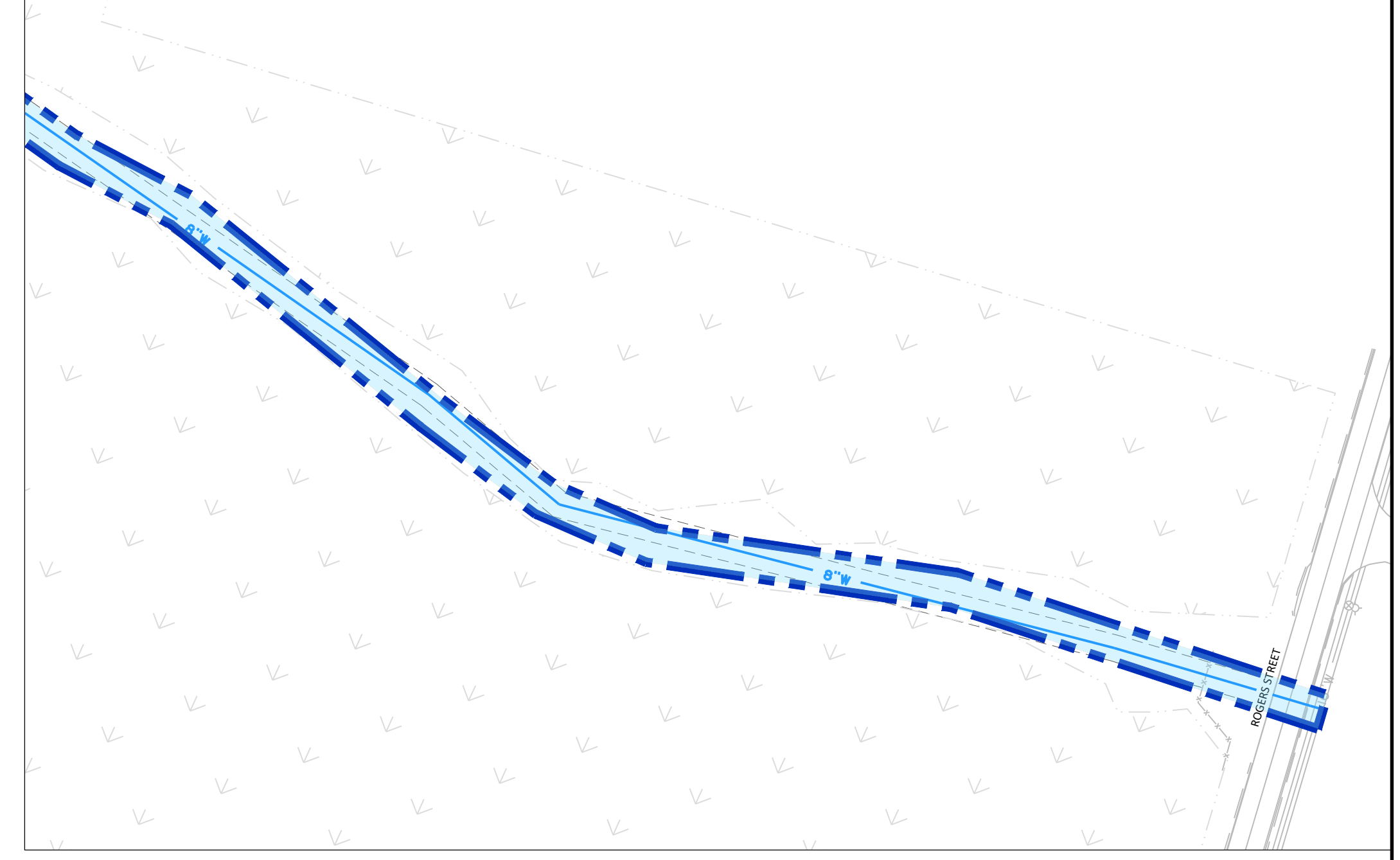


By: Sylvia Semerdjian, Assistant Secretary

- LEGEND**
- 8" SEWER MAIN
 - SEWER MANHOLE
 - - - 10" WATER MAIN
 - 8" WATER MAIN
 - - - DRAINAGE PIPE
 - 4" FORCEMAIN
 - - - PHASE LINE
 - BUILDING 1 BUILDING NUMBER
 - 123 LOT NUMBER



MATCH LINE



| PHASE | NO. OF BUILDINGS | NO. OF UNITS | ACREAGE |
|---|------------------|------------------|-----------------|
| ■ 1A | 16 | 67 | 9.96 AC |
| ■ 1B | 16 | 68 | 21.46 AC |
| ■ 2 | 26 | 125 | 15.16 AC |
| ■ 3 | 23 | 111 | 12.26 AC |
| TOTAL: | 81 BLDs | 371 UNITS | 58.84 AC |

UTILITIES HATCHED AS PHASE I ARE TO BE INSTALLED IN PHASE I

UTILITIES HATCHED AS PHASE I ARE TO BE INSTALLED IN PHASE I

**MATCH LINE
SEE INSET**

PHASING EXHIBIT
360 COMMUNITIES AT CLEARLAKE
 POOLER, GEORGIA
 PREPARED FOR:
360 ACQUISITIONS, LLC
 PREPARED BY:

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

| | |
|----------------------|-----------------|
| JOB NO: J-26440.0008 | DATE: 02/24/22 |
| DRAWN: VND | SCALE: 1" = 95' |
| REVIEWED: JRW | SHEET: EX1 |



CITY of POOLER
— GEORGIA —

Public Works
Certificate 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:



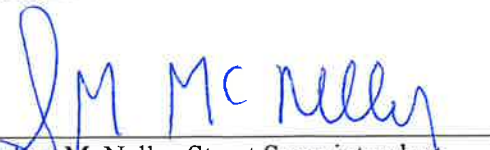
John Winn- Sewer Superintendent
 Public Private




Mark Williams- Water Superintendent
 Public Private



Chris Costa- Drainage Superintendent
 Public Private



Shawn McNelly- Street Superintendent
 Public Private

Tarra Duff
Public Works Coordinator




EOM Operations
Your solution to a better tomorrow

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 tshoemaker@eomworx.com or (912) 445-0050 Ext 4400.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



EOM Operations
Your solution to a better tomorrow

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



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

THOMAS & HUTTON

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,

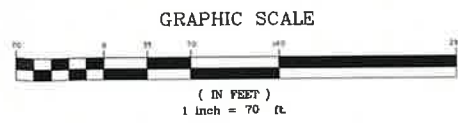
THOMAS & HUTTON



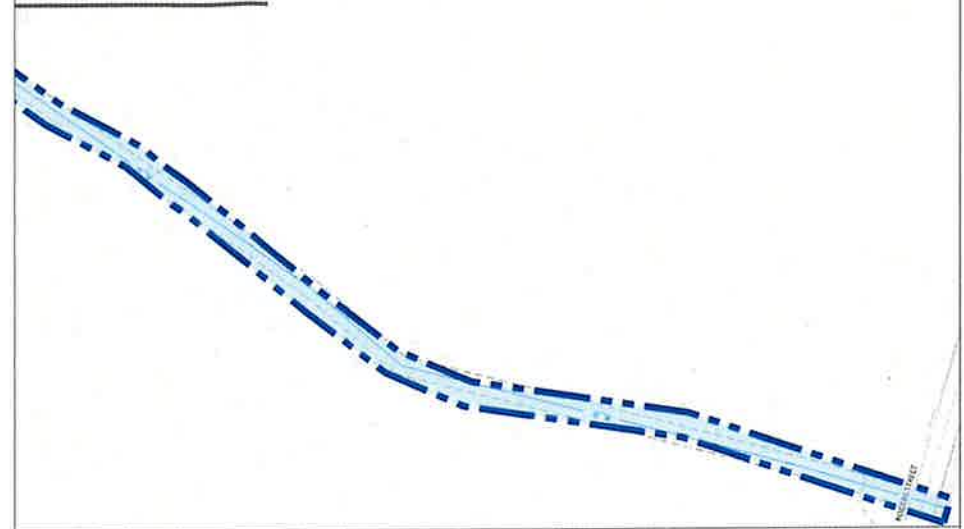
Nathan B. Long, P.E.

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

Enclosures

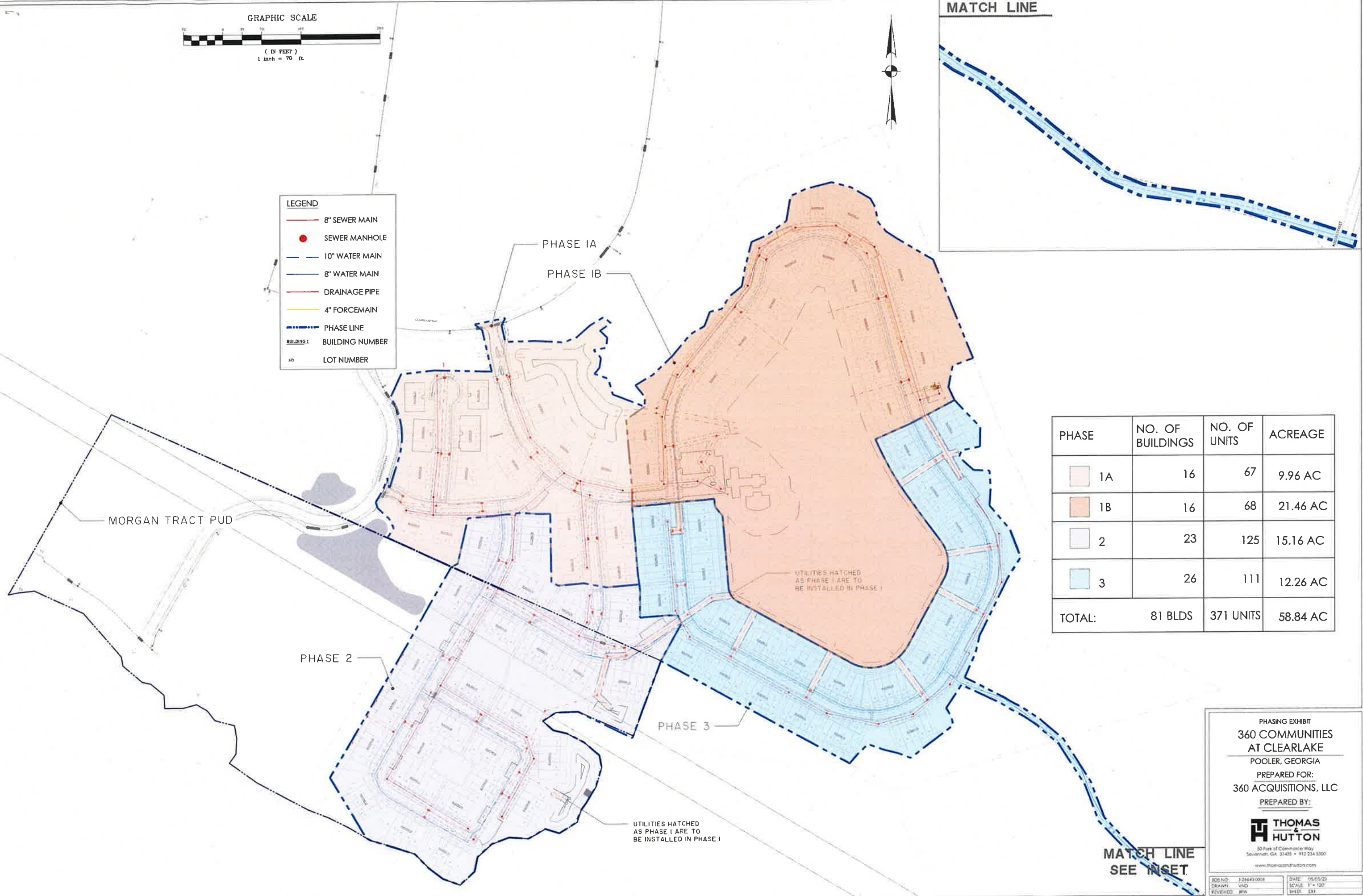


MATCH LINE



LEGEND

- 8" SEWER MAIN
- SEWER MANHOLE
- 10" WATER MAIN
- 8" WATER MAIN
- DRAINAGE PIPE
- 4" FORCEMAIN
- - - PHASE LINE
- BUILDING # BUILDING NUMBER
- LOT # LOT NUMBER



| PHASE | NO. OF BUILDINGS | NO. OF UNITS | ACREAGE |
|---------------|------------------|------------------|-----------------|
| 1A | 16 | 67 | 9.96 AC |
| 1B | 16 | 68 | 21.46 AC |
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PHASING EXHIBIT
360 COMMUNITIES AT CLEARLAKE
 POOLER, GEORGIA
 PREPARED FOR:
360 ACQUISITIONS, LLC
 PREPARED BY:

30 Part of Commerce Way
 Savannah, GA 31405 • 912.234.5300
 www.thomashutton.com

| | |
|---------------------|------------------|
| JOB NO: 120443-0008 | DATE: 05/05/23 |
| DRAWN: VMD | SCALE: 1" = 100' |
| REVIEWED: JFW | SHEET: 03A |

MATCH LINE
SEE INSET

SPREAD & WORK SHEETS
SANITARY SEWER SYSTEM

PROJECT NAME:

CLEARLAKE

| <i>Item</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Total Cost</i> |
|---------------|--|-----------------|---------------|--------------------------|--------------------------|
| 1 | 6' Diameter Wet Well (Lined) +- 17' Excavation Depth | 1 | LS | \$ 120,000.00 | \$ 120,000.00 |
| 2 | Valve Vault | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 3 | Internal piping of Wet Well, Valve Vault & 4" By-Pass | 1 | LS | \$ 51,000.00 | \$ 51,000.00 |
| 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 Performance Bond Amount $\$47,500 \times 1.5 = \$71,250.00$



CITY of POOLER
— GEORGIA —

STATE OF GEORGIA }
 }
COUNTY OF CHATHAM }

ORDINANCE O2024-07.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:

I

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~~ 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.

II

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 be effective immediately upon its adoption by the Mayor and City Council of Pooler, Georgia.

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



CITY of POOLER
— GEORGIA —

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. |
| <i>Recommended Motion:</i> | <i>"After review of the criteria, move for approval of the request with the condition that truck access is only permitted via Old Louisville Road."</i> |

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

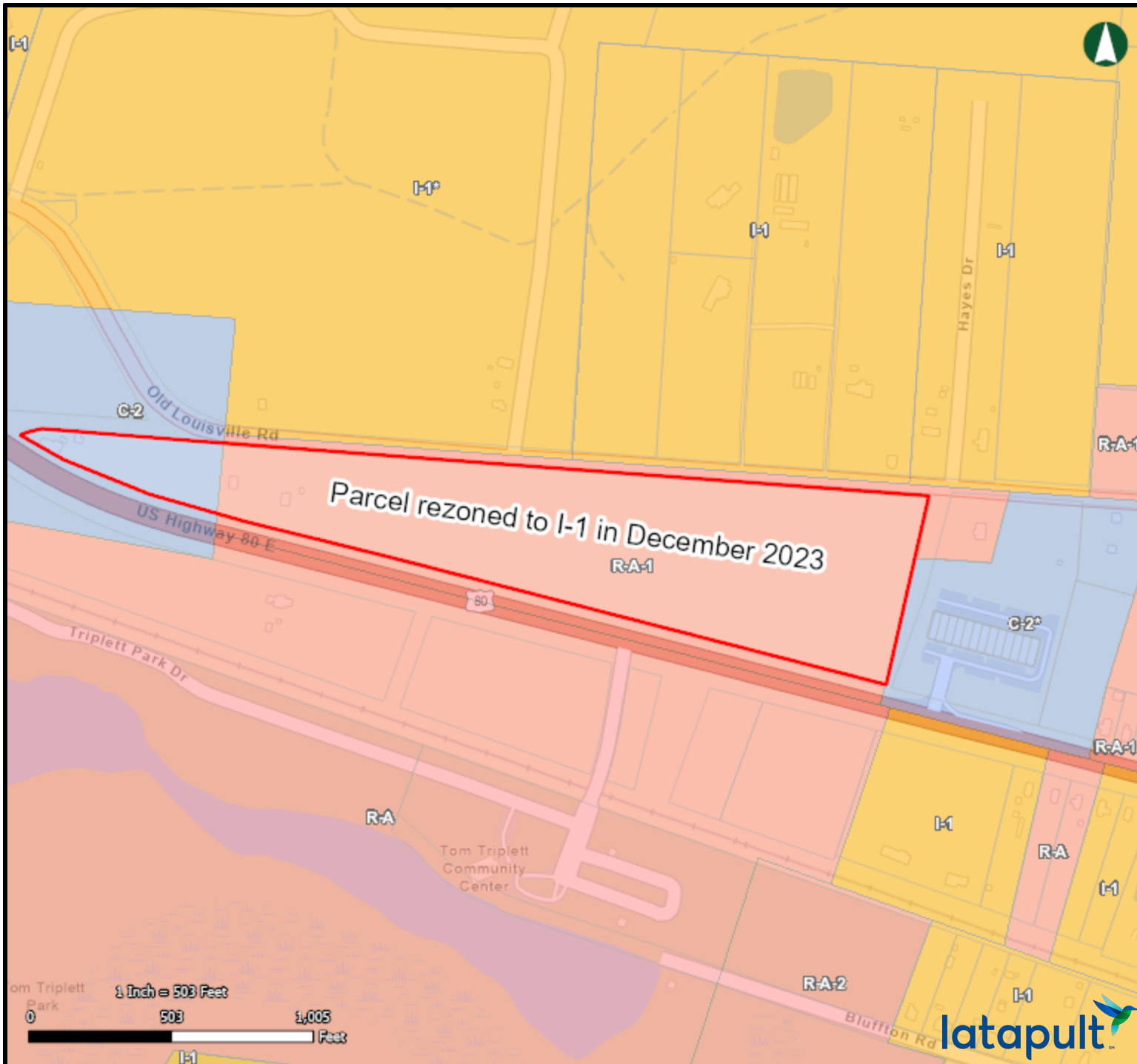


CITY OF POOLER
GEORGIA
A great place to Live, Work and Play

Vicinity Map - 1323 E US Highway 80

07/12/2024


Parcels

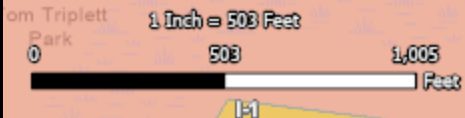


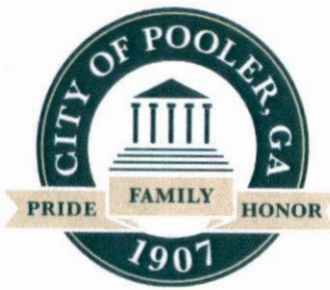
CITY OF POOLER
GEORGIA
A great place to Live, Work and Play

Zoning Map - 1323 E US Highway 80

07/12/2024

-  Parcels
-  Business/Commercial
-  Industrial
-  PUD
-  Residential





Conditional Use Application

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: _____

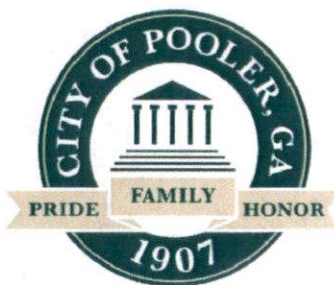
Contact Information

| | |
|--|-----------------------|
| 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 |
| Current Zoning | Current Use |

Conditional Use Application



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 adjacent neighbors page.

Name Address Zip

Name Address Zip

Name Address Zip

Name Address Zip

Affidavit

I, the undersigned, certify that I have read, examined, and completed this application and certify that all the information pertained in this application is true and correct.

Greg Coleman Applicant Name Applicant Signature 6-28-24 Date

Attestant Name 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

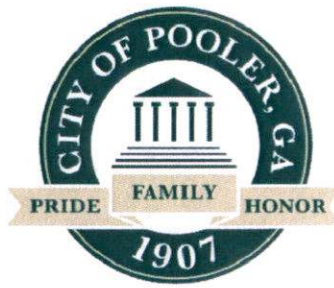
124 BULL ST ROOM #220 SAVANNAH GA 31401

Attachment C

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

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.

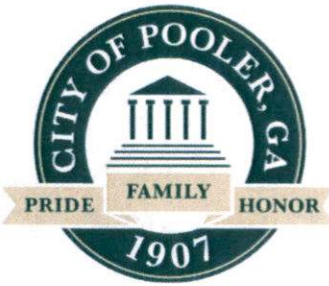
Affidavit of Receipt

I understand the importance of this document and acknowledge that this affidavit serves as a formal record of my receipt of the document.

Greg Coleman
Applicant Name

[Signature]
Applicant Signature

6-20-24
Date



Campaign Contribution Disclosure Form (Zoning Action Applicant)

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.

Hearing Information

Zoning Action/Agenda Item

Planning & Zoning Public Hearing/Meeting Date and Time

City Council Public Hearing/Meeting Date and Time

Disclosure Statement

Have you made campaign contributions to one or more Pooler City Official(s), including the Mayor, Councilmembers, and/or Planning & Zoning Commissioners, during the past two years that, when combined, total an amount greater than \$250.00?

NO, I have not made any campaign contributions to one or more Pooler City Official(s) over the past two years that, when combined, total an amount greater than \$250.00.

YES, I have made campaign contributions to one or more Pooler City Official(s) over the past two years that, when combined, total an amount greater than \$250.00
My contribution information is listed below:

| City Official Name | Title | Dollar Value | Description of Gift >\$250 |
|--------------------|-------|--------------|----------------------------|
| | | | |
| | | | |
| | | | |

I attest that all information provided above is true to fact.

Breg Coleman
Applicant Name

[Signature]
Applicant Signature

6-20-24
Date



Property Owner Authorization

Updated **SEPT 2023**

Authorization

Completion of this form is required for all Rezoning, Conditional Use, Variance, Site Plan, and Subdivision applications.

Rezoning Conditional Use Variance Site Plan Subdivision

I authorize the person named below to act as Applicant in the pursuit of rezoning, variance or conditional use of property or a site plan submittal.

| | | |
|--|----------------------|--------------|
| Greg Coleman | Gcoleman@cci-sav.com | 912-200-3041 |
| Applicant/Agent Name | Email | Phone |
| 1480 Chatham Parkway Suite 100 Savannah Ga 31405 | | |
| Applicant/Agent Address | | |

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Chatham County, Georgia, and that the information contained in this authorization is true and correct to the best of my knowledge and belief.

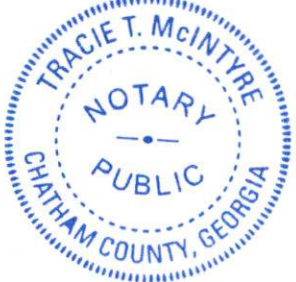
| | | |
|--|-------------------|-----------|
| 1323 E Highway 80, Pooler, Ga 31322-0625 | | |
| Property Address | | |
| Ben B. Wall Irrevocable Trust 2011 | <i>Ben B Wall</i> | 6.19.2024 |
| Owner Name | Owner Signature | Date |

Notary Public

June 19, 2024
Subscribed and Sworn This Day Of

| |
|---|
| TRACIE T. MCINTYRE Notary Public Chatham County State of Georgia My Comm. Expires February 23, 2027 |
|---|

| | |
|---------------------------|-----------------------|
| <i>Tracie T. McIntyre</i> | Commission Expiration |
| Notary Signature | |



Seal



CITY of POOLER
— GEORGIA —

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. |
| <i>Recommended Motion:</i> | <i>"After review of the criteria, move for denial of the request."</i> |

| | |
|---------------------------------|---|
| <p>Background:</p> | <p>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.</p> <p>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.</p> |
| <p>Relevant Ordinances:</p> | <p>App. A, Art. V, Sec. 9 - Variances</p> <p>App. A, Art. III, Sec. 5 – Off Street Parking and Unloading</p> |
| <p>Zoning Action Standards:</p> | <ol style="list-style-type: none"> 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. <ul style="list-style-type: none"> • <i>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.</i> 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. <ul style="list-style-type: none"> • <i>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.</i> 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. |

- *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 Map
- B. Zoning Map
- C. Application and Submittal Documentation



CITY OF POOLER
GEORGIA
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Vicinity Map - Clear Lake Vista

07/15/2024

Parcels






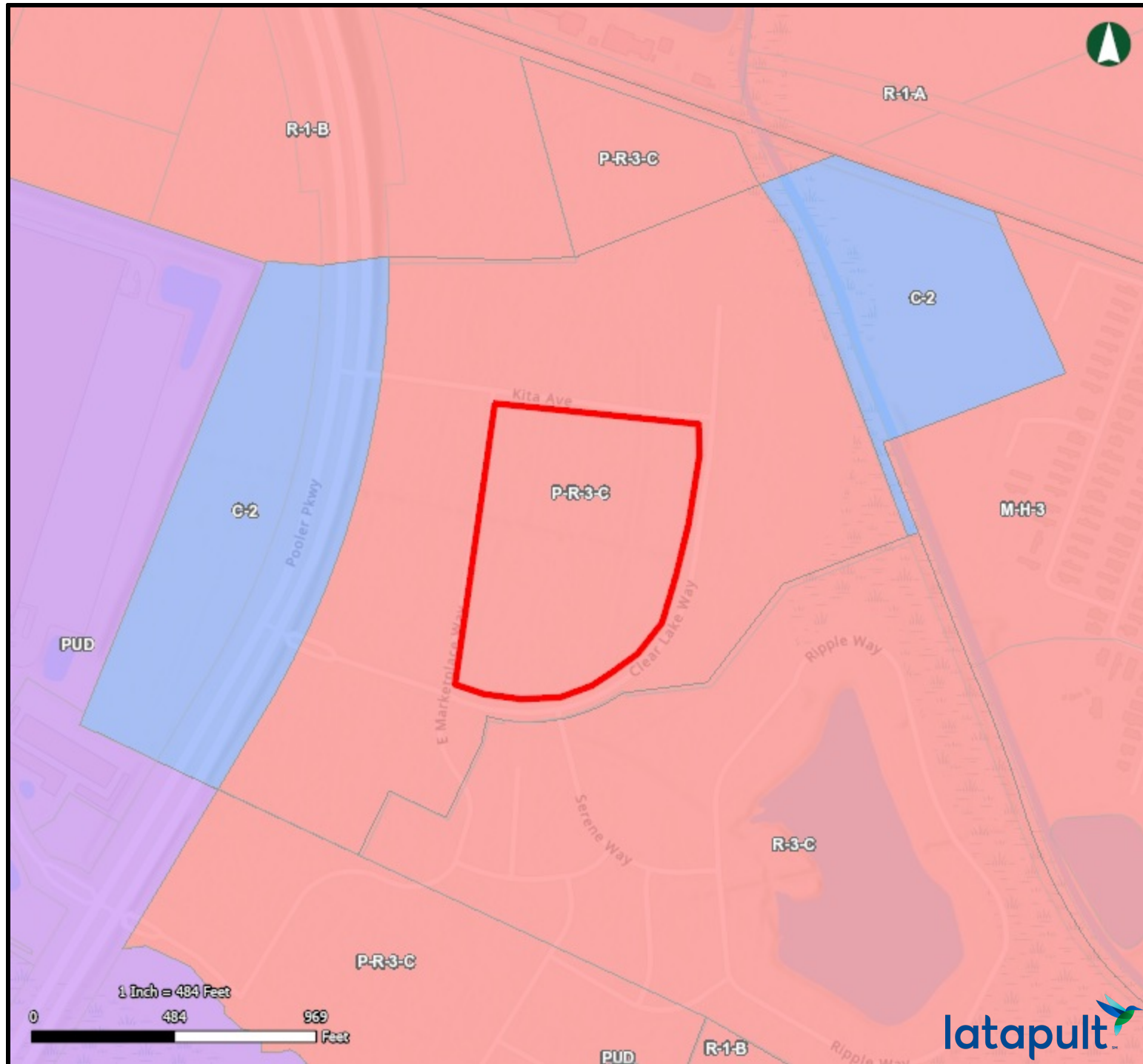


CITY OF POOLER
GEORGIA
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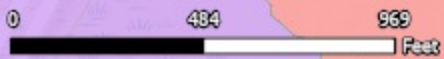
Zoning Map - Clear Lake Vista

07/15/2024

-  Parcels
-  Business/Commercial
-  Industrial
-  PUD
-  Residential



1 Inch = 484 Feet





Zoning Variance Application

Updated **MAY 2024**

NOTICE TO APPLICANT

This application will not be processed until the following items are submitted:

- Filing fee (checks payable to: City of Pooler)
- Survey of the property signed and stamped by a State of Georgia Certified Land Surveyor
- Site plan and/or architectural rendering of proposed development depicting location of lot restrictions
- One copy if 11" x 17" or smaller; 16 copies if larger
- Signed and dated Campaign Contribution and Variance 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.

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

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

Updated **MAY 2024**

Current Zoning

Current Use

Purpose of the variance request, including specific sections of zoning ordinance that apply:

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.

| | | |
|------|---------|-----|
| Name | Address | Zip |
|------|---------|-----|

| | | |
|------|---------|-----|
| Name | Address | Zip |
|------|---------|-----|

| | | |
|------|---------|-----|
| Name | Address | Zip |
|------|---------|-----|

| | | |
|------|---------|-----|
| Name | Address | Zip |
|------|---------|-----|

Affidavit

I, the undersigned, certify that I have read, examined, and completed this application and certify that all the information pertained in this application is true and correct.

| | | |
|----------------|---------------------|------|
| Applicant Name | Applicant Signature | Date |
|----------------|---------------------|------|

| | | |
|----------------|-----------------|------|
| Attestant Name | Attestant Title | Date |
|----------------|-----------------|------|



Zoning Variance Standards

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

I have received a copy of the standards for consideration of my variance request and understand that Mayor & Council may grant my variance only if my request meets two of these standards.

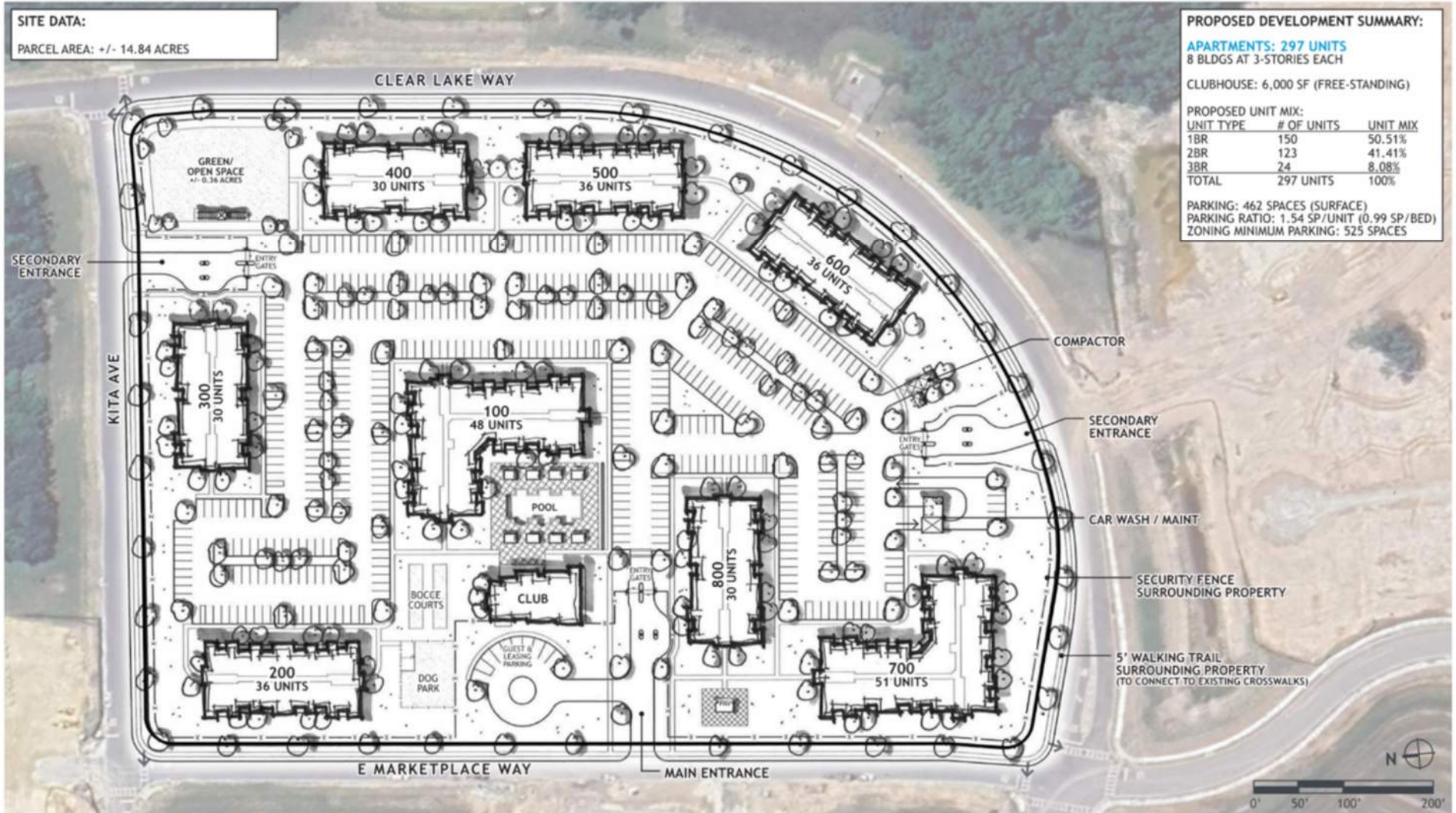
Applicant Name

Applicant Signature

Date

PROPOSED SITE PLAN

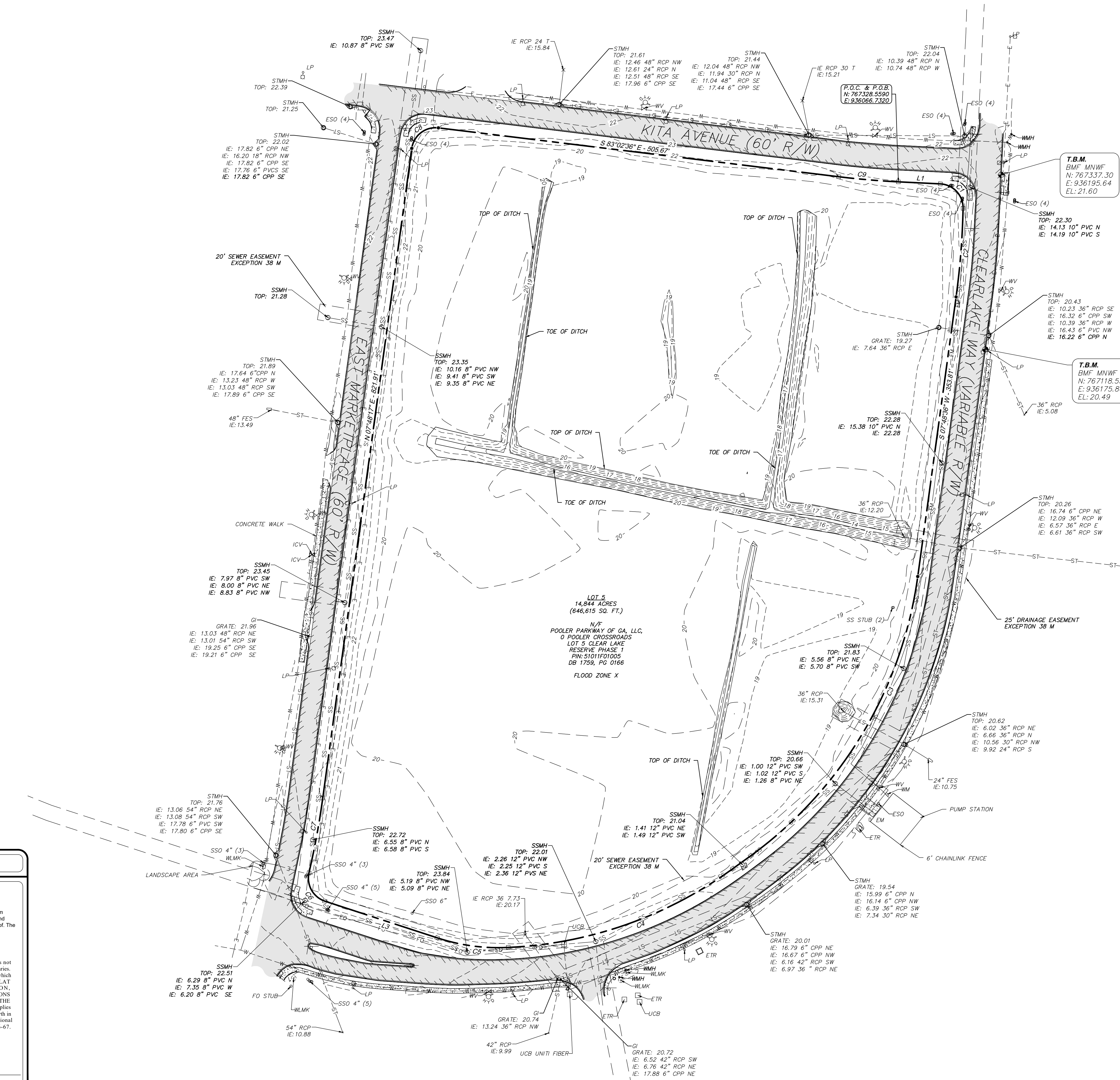
Conceptual Site Plan
Clear Lake Vista - Pooler, GA



THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERKS FILING INFORMATION

| CURVE TABLE | | | | |
|-------------|---------------|--------|---------|--------|
| CURVE # | BEARING | CHORD | RADIUS | ARC |
| C1 | S42° 58' 36"E | 41.86 | 30.07 | 46.30 |
| C2 | S04° 31' 24"W | 111.37 | 972.64 | 111.44 |
| C3 | S30° 53' 08"W | 407.91 | 520.72 | 419.14 |
| C4 | S70° 40' 10"W | 298.24 | 518.47 | 302.51 |
| C5 | N82° 18' 18"W | 90.02 | 245.69 | 90.53 |
| C6 | N29° 15' 46"W | 40.49 | 30.51 | 44.27 |
| C7 | N10° 27' 57"E | 95.55 | 1031.95 | 95.58 |
| C8 | N52° 23' 07"E | 42.11 | 30.00 | 46.68 |
| C9 | S85° 07' 46"E | 75.09 | 1085.27 | 75.11 |

| LINE TABLE | | |
|------------|---------------|--------|
| LINE# | DIRECTION | LENGTH |
| L1 | S87° 12' 47"E | 52.67 |
| L2 | S54° 20' 06"W | 27.77 |
| L3 | N71° 55' 27"W | 148.52 |



| NO. | REVISION DESCRIPTION | DATE |
|-----|----------------------|------|
| | | |
| | | |
| | | |



EMC ENGINEERING SERVICES, INC.
 27 Chatham Center South, Suite A
 Savannah, GA 31405
 P.O. Box 225559
 (912) 233-5599
 savannah@emc-eng.com
 www.emc-eng.com

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

ALTA / NSPS SURVEY
LOT 5 CLEAR LAKE VISTA
 8th G.M. DISTRICT
 POOLER, CHATHAM COUNTY, GEORGIA
 Prepared for:
 VISTA RESIDENTIAL PARTNERS

PROJECT NO.: 24-0033
 DRAWN BY: JRH
 DESIGNED BY: -
 SURVEYED BY: GRS
 SURVEY DATE: 04/04/2024
 CHECKED BY: JRT
 SCALE: 1" = 60.0001'
 DATE: 4/17/2024

SHEET
1
 OF 1

SURVEYOR'S CERTIFICATION

To: INSURED
 TITLE COMPANY & POLICY #
 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 fieldwork was completed on 04/04/2024.



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 created the parcel or parcels are stated herein. 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 Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

G:\2024\24-0033 CLEAR LAKE VISTA ALTA\DWG\24-0033-ADT.DWG 4/18/2024 2:41 PM

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 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 Exhibit B, 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. Use of Encroachment Area. 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 Exhibit E, 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. Use by City. 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. Maintenance of Right-Of-Way. 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. Maintenance of Access Drive. 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. No Ownership. 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. Compliance with Laws. 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. Recording. 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. Access to Residential Property. At all times during City's construction of the Right-Of-Way, City shall ensure that access to the Residential Property remains unobstructed.

11. Successors and Assigns. 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. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

13. Entire Agreement. 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. No Waiver. 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 notwithstanding 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. Enforceability. 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.

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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)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024, by _____ as _____ of **TTRES GA POOLER LAND, LLC**, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires _____.

My county of residence is _____.

(SEAL)

Notary Public

[Signatures Continue on Next Page]

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 WAY 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 POINT; 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, AND RESTRICTIONS 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;

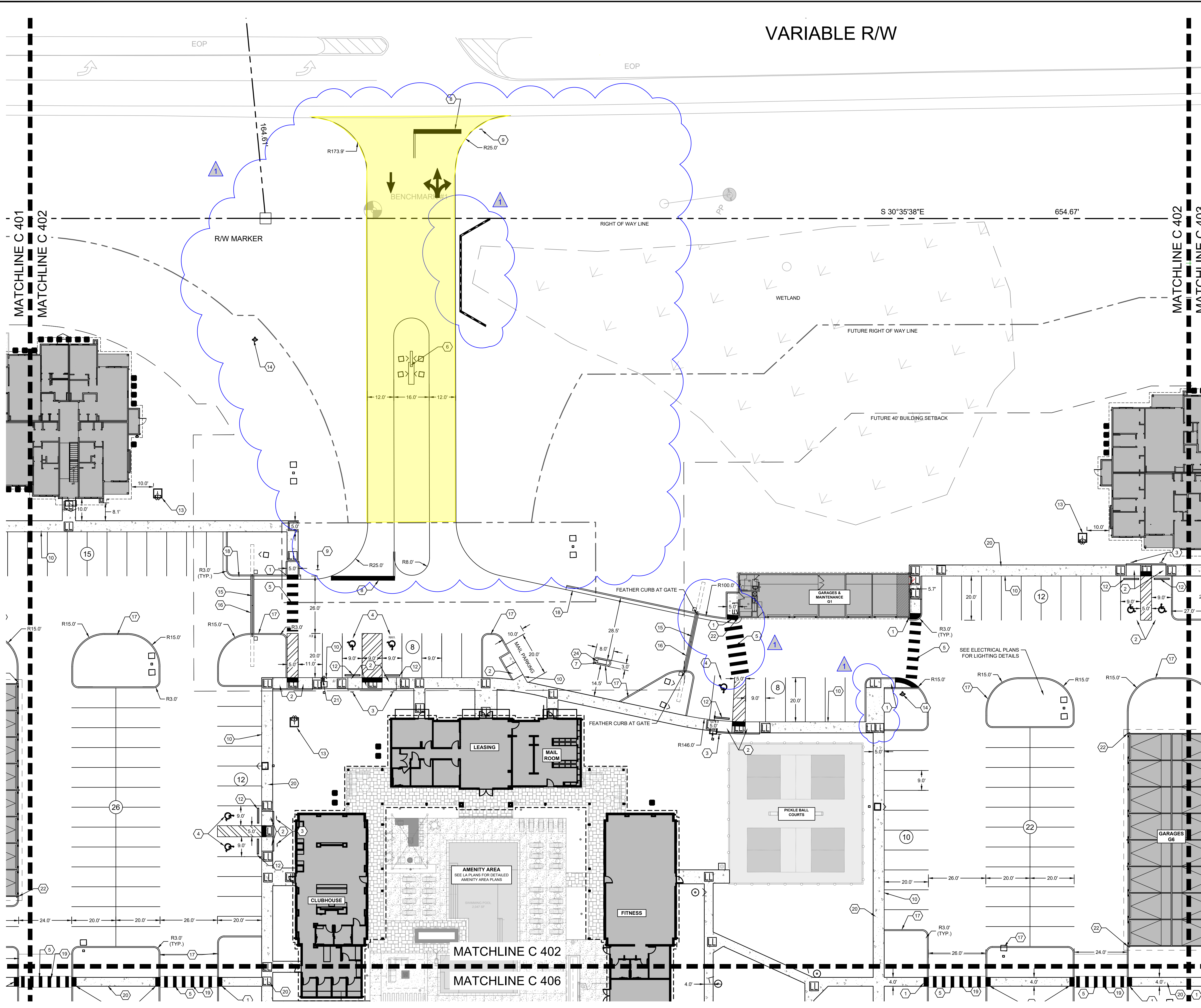
Thence, northwest, along the required right-of-way of Pooler Parkway, 61.66 feet along the arc of a curve to the left, having a radius of 5,388.00 feet, being subtended by a chord having a bearing and distance of north 31 degrees 04 minutes 49.4 seconds west, 61.66 feet, to a point on the line common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

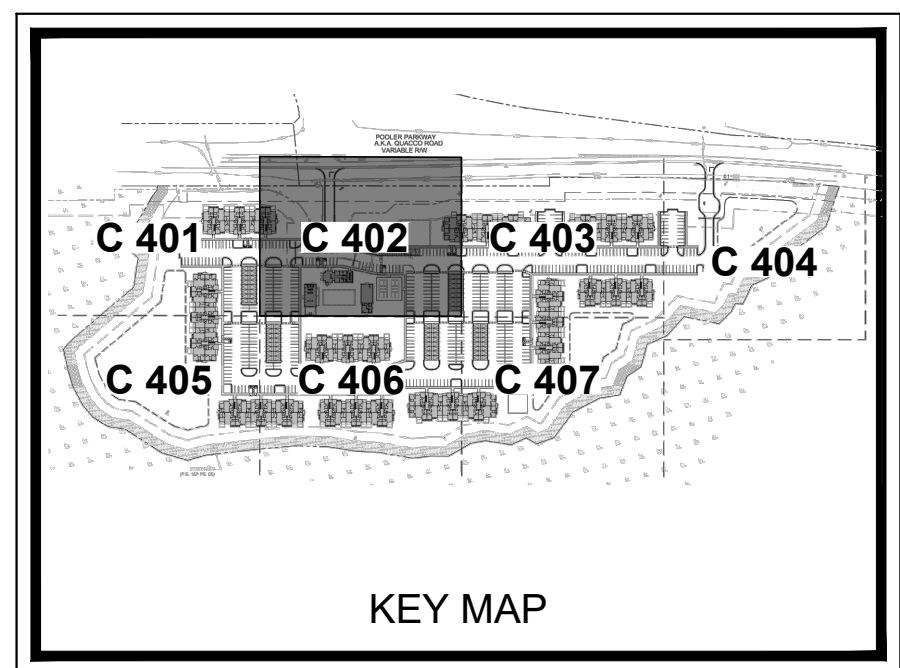
The tract described above contains 2.126 acres and is further described on the Right-of-Way Plans for the City of Pooler - of the widening of Pooler Parkway/Quacco Road, Project ID 211722, which is incorporated herein by reference.

EXHIBIT C
Access Drive

Drawing name: K:\SAV_C\1013205013_TTRES @ Pooler\CAD\Plansheets\C400 - SITE PLAN.dwg C 402 ENLARGED SITE PLAN Mar 27, 2024 4:45pm By: christopher.james



VARIABLE R/W



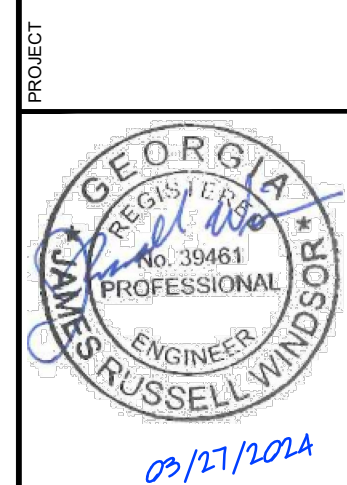
- SITE KEYNOTE LEGEND:**
- 1 ACCESSIBLE CURB RAMP (TYPE A, C 804)
 - 2 ACCESSIBLE CURB RAMP (TYPE B, C 804)
 - 3 ACCESSIBLE PARKING SIGN (3, C 808)
 - 4 ACCESSIBLE PAVEMENT MARKINGS (5, C 808)
 - 5 PAINTED WHITE CROSSWALK STRIPING (5' WIDE, 18" THICK, 4' OC) (8, C 808)
 - 6 MONUMENT SIGN (SEE LANDSCAPE PLANS FOR DETAILS)
 - 7 CALL BOX
 - 8 24" WIDE PAINTED WHITE STOP BAR (2, C 808)
 - 9 STOP SIGN (TYP.) (1, C 808)
 - 10 6" SIDEWALK TURN DOWN (CURB W/ SIDEWALK) (C 807)
 - 11 TRASH COMPACTOR AND ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - 12 WHEEL STOP (TYP.) (6, C 808)
 - 13 TRANSFORMER PAD (PHASE 1 & 3, C 804)
 - 14 FIRE HYDRANT (TYP.) (W-04, C 800)
 - 15 ACCESS GATE WITH "CLICK2ENTER" FOR EMERGENCY ACCESS (SEE LANDSCAPE PLANS FOR DETAILS)
 - 16 1' WIDE HEAVY DUTY GATE CONCRETE CHANNEL (C 807)
 - 17 6" REVEAL HEADER CURB (MONOLITHIC STRAIGHT CURB C 807)
 - 18 STRAIGHT BACK CURB AND GUTTER (C 807)
 - 19 TABLE TOP CROSSWALK (7, C 808)
 - 20 CONCRETE SIDEWALK (C 806)
 - 21 ELECTRIC CHARGING STATION
 - 22 FEATHER CURB (9, C 808)
 - 23 "RIGHT TURN ONLY" SIGN (R3-5R)
 - 24 BOLLARD (10, C 808)

Kimley»Horn

PREPARED FOR
THOMPSON THRIFT RESIDENTIAL
111 MONUMENT CIRCLE, SUITE 1500
INDIANAPOLIS, IN 46204
PHONE: 463.237.3269

| ADDENDUM C | DATE | BY |
|------------|------------------------------------|----|
| 2024-03-27 | R/W | |
| | ISSUANCE AND REVISION DESCRIPTIONS | |

TTRES POOLER
POOLER PARKWAY @ OLD QUACCO ROAD
INTERSECTION, POOLER GA 31322
PARCEL ID: 51009 01041



PROJECT: 013205013

GSWCC NO. (LEVEL II) 0000073900

DRAWN BY BC

DESIGNED BY BC

REVIEWED BY JW

DATE 3/27/2024

PROJECT NO. 013205013

TITLE **SITE PLAN (2 OF 7)**

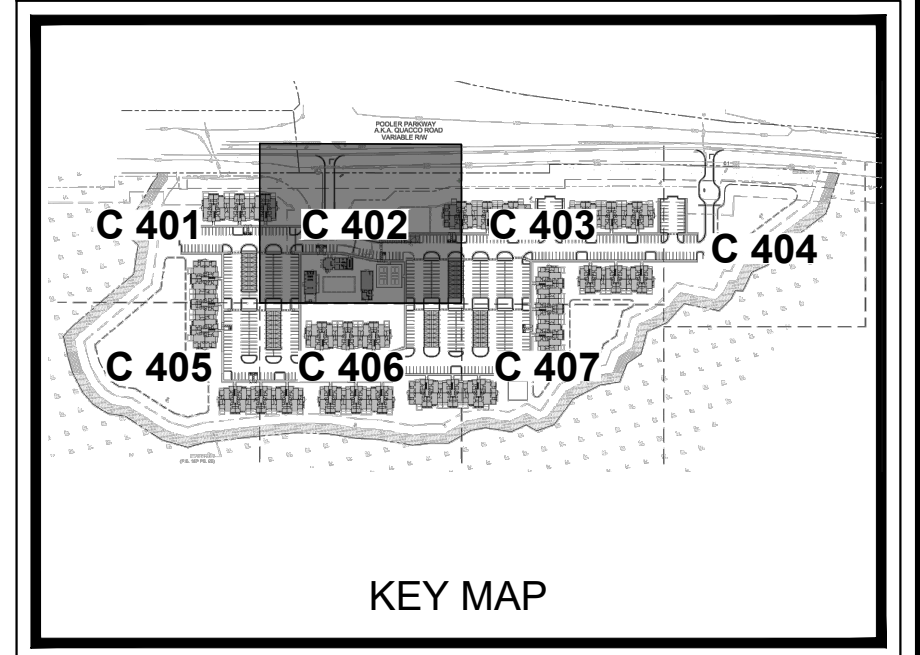
SHEET NUMBER **C 402**



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EXHIBIT D
Improvements

VARIABLE R/W

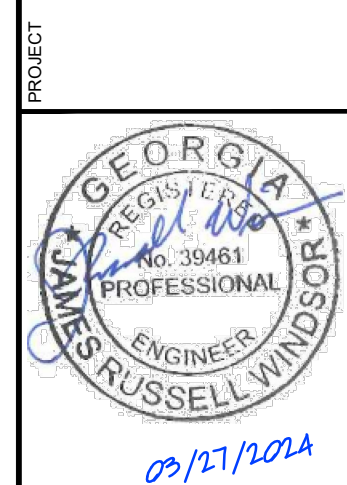


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 - 22 FEATHER CURB (9, C 808)
 - 23 "RIGHT TURN ONLY" SIGN (R3-5R)
 - 24 BOLLARD (10, C 808)

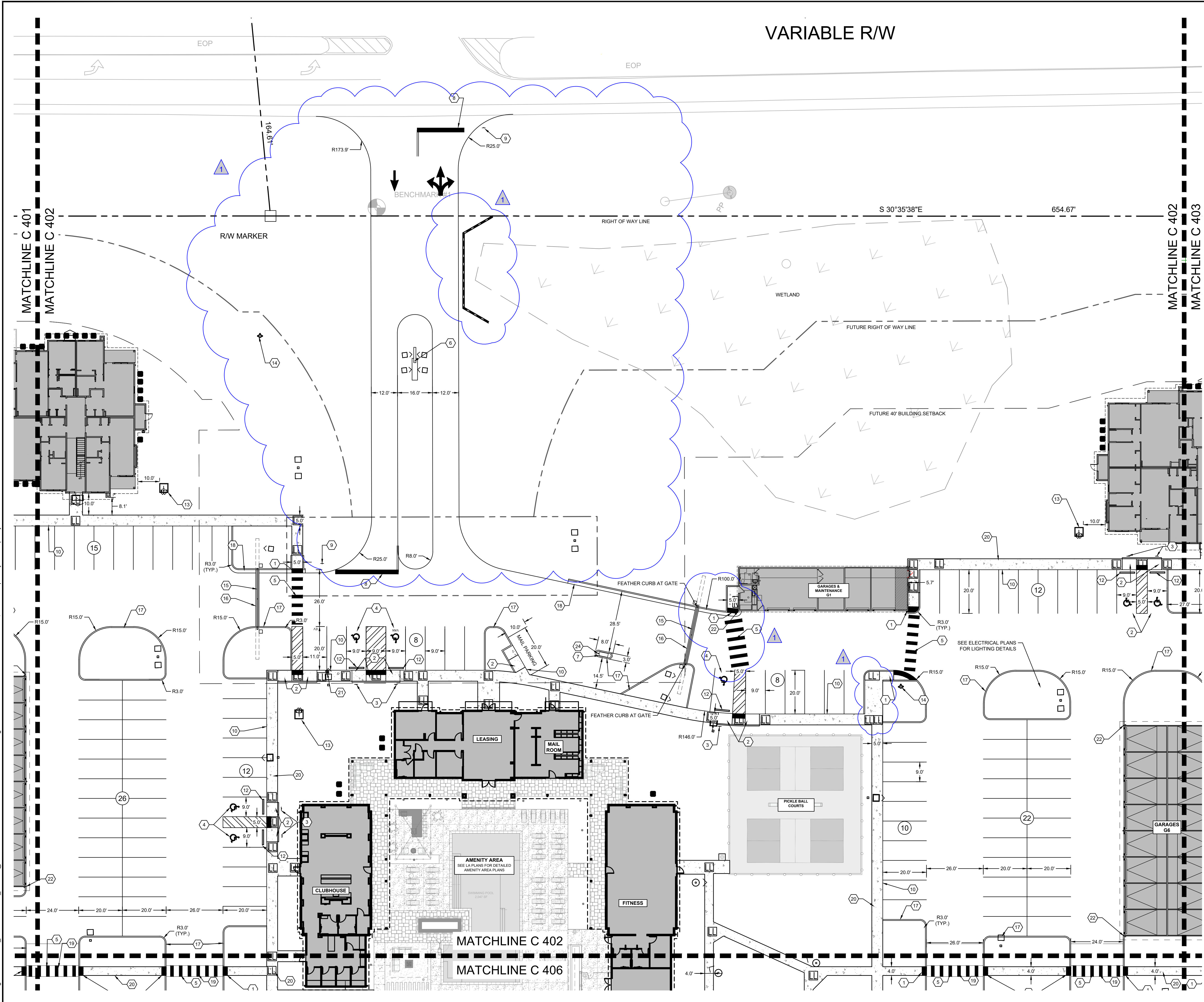
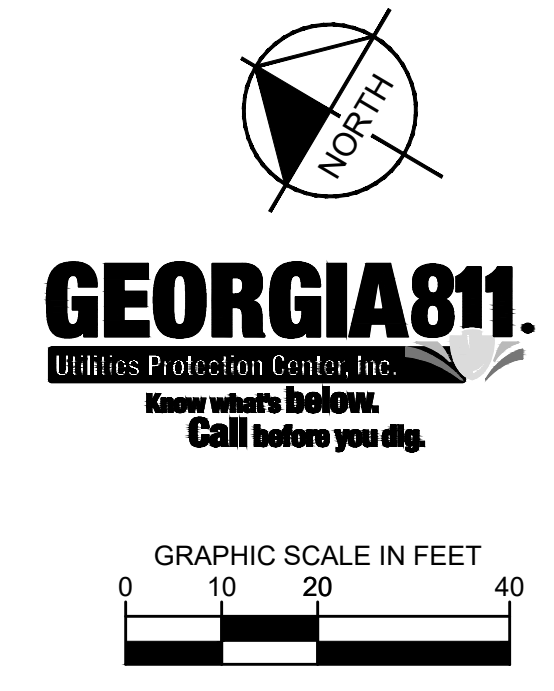
PREPARED FOR
THOMPSON THRIFT RESIDENTIAL
111 MONUMENT CIRCLE, SUITE 1500
INDIANAPOLIS, IN 46204
PHONE: 463.237.3269

| ADDENDUM C | DATE | BY |
|------------|------------------------------------|----|
| 2024-03-27 | R/W | |
| | ISSUANCE AND REVISION DESCRIPTIONS | |

TTRES POOLER
POOLER PARKWAY @ OLD QUACCO ROAD
INTERSECTION, POOLER GA 31322
PARCEL ID: 51009 01041



GSWCC NO. (LEVEL II) 0000073900
DRAWN BY BC
DESIGNED BY BC
REVIEWED BY JW
DATE 3/27/2024
PROJECT NO. 013205013
TITLE **SITE PLAN (2 OF 7)**
SHEET NUMBER **C 402**

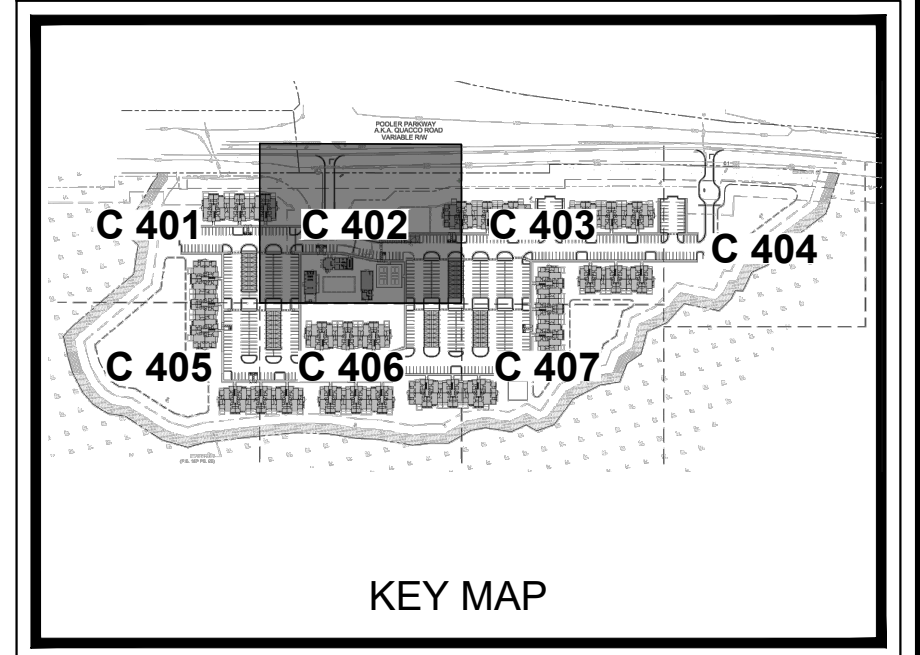


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EXHIBIT E
Encroachment Area

VARIABLE R/W

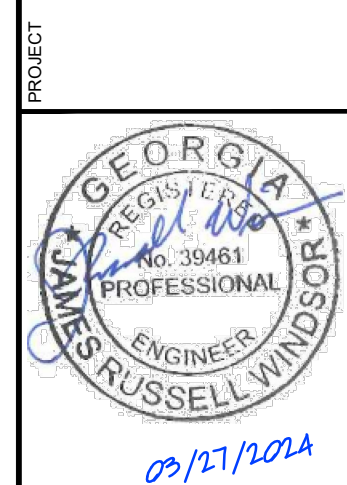


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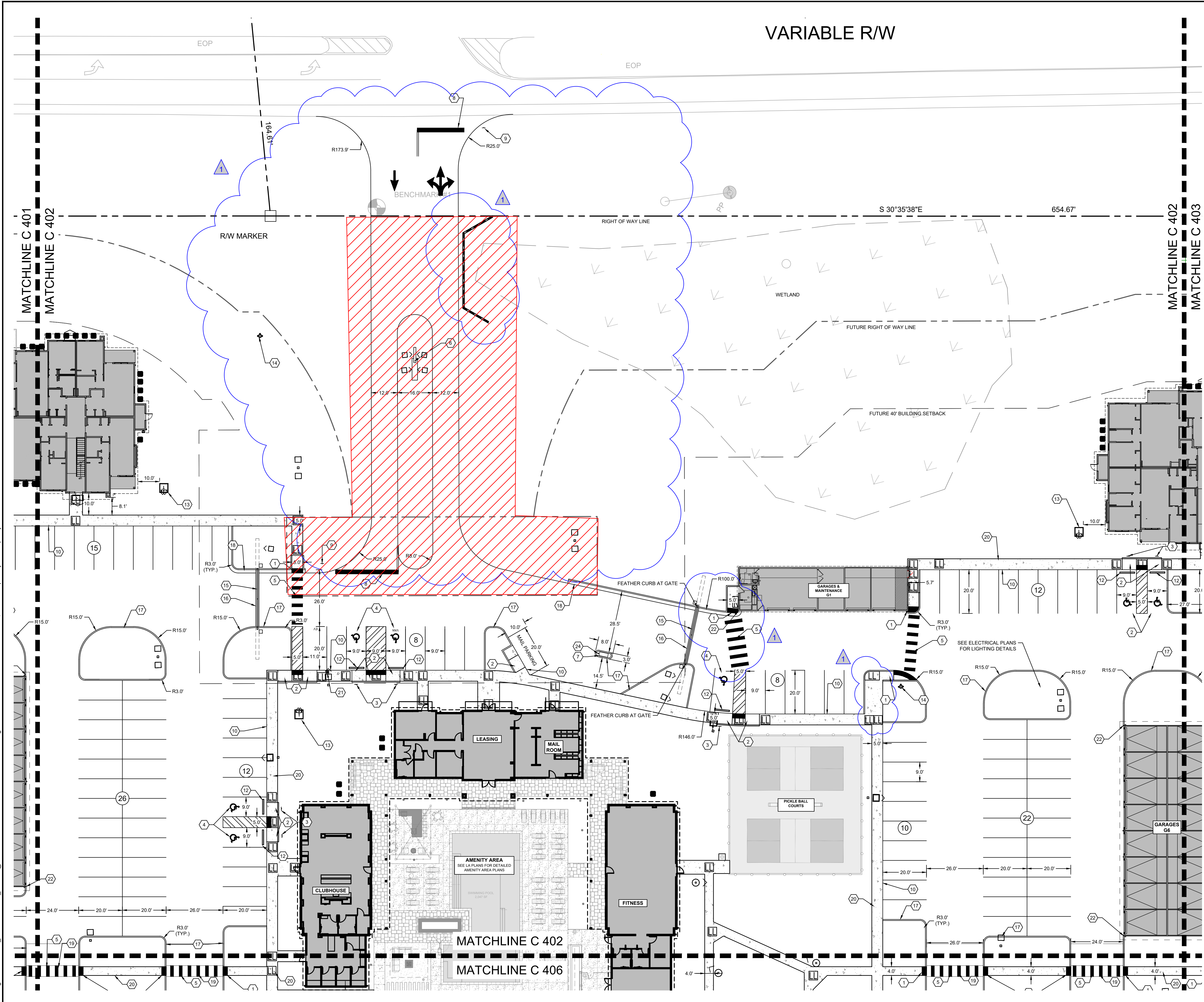
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TITLE
SITE PLAN (2 OF 7)
 SHEET NUMBER
C 402



Drawing name: K:\SAV_CW\1013205013_TTRES @ Pooler\CAD\Plansheets\C400 - SITE PLAN.dwg C 402 ENLARGED SITE PLAN Mar 27, 2024 4:45pm by christopher.james

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