



RESOURCE+LAND
CONSULTANTS

APPENDIX A:
SPA Application Form

Shore Protection Act Permit Application
O.C.G.A. 12-5-230

Date: April 18, 2023

Mailing Address:
DM-4 SI Properties, LLC
c/o David Y. Millican, IV
300 Paces Ferry Rd. Suite 1000
Atlanta, Georgia 30305

Project Location:
1312 Caroline Lane
Sea Island, GA 31561

Telephone 404-445-0035

Fax: _____

Name, address, and title of authorized agent for application coordination (if desired):

Resource & Land Consultants, LLC
Attn: Daniel H. Bucey
41 Park of Commerce Way, Suite 101
Savannah, Georgia 31405

Telephone: 912-480-4403 ext. 1006
Fax: 912-443-5898


Name and addresses of adjoining property owners (attach additional sheets as needed):

Stephen Lisenby
4390 Jett Road
Atlanta, Georgia 30327

Laura Hudson Richards
P.O. Box 400
Carrollton, Georgia 30112

Describe the proposed activity (attach additional sheets as needed): Install native landscaping and a portion of a pool deck.

Statement: I have made inquiry to the appropriate authorities that the proposed project is not over a landfill or hazardous waste site and that the site is otherwise suitable for the proposed project.

Signature of Applicant (not agent): 

Date: 4/18/2023



RESOURCE+LAND
CONSULTANTS

APPENDIX B:
Warranty Deed and Operating Agreement

D: DEED B: 4700 P: 252
06/13/2022 11:18 AM
0632022007866 Pages: 3 Recording Fee: \$25.00
Transfer Tax: \$9300.00
Ronald M. Adams
Clerk of Superior Court, Glynn County, GA

After Recording Return to:

Bishop Law Firm
465 Sea Island Road
St. Simons Island, Georgia 31522
BLF File # 2022-088

STATE OF GEORGIA
COUNTY OF GLYNN

Parcel No. 05-00453

LIMITED WARRANTY DEED

A CONVEYANCE, made effective as of the 9 day of June, 2022 from
**Stiles Young Conrad, as Trustee under Item V of the Last Will and Testament of Luther Neil
Conrad, Jr.**, as the First Party, to **DM4 - SI Properties, LLC**, a Georgia limited liability company,
as the Second Party.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash to it in hand
paid by the Second Party, at or before the sealing and delivery of these presents, the receipt of
which is confessed, and of other good and valuable consideration, the First Party hereby grants
and conveys unto the Second Party, its successors and assigns, the following described real
property, to-wit:

Tract No. 1:

Those certain lots, tracts or parcels of land situate, lying and being on Sea Island,
formerly Long Island, in Glynn County, Georgia, described and identified according
to the map and plan of Sea Island Subdivision No. 1, made by F. J. Torras, Civil
Engineer, on July 25, 1928, and recorded in the public records of said County on
December 30, 1929, in Plat Book No. 1, pages 1-7, and subsequently lodged in said
public records in Plat Book No. 2, pages 46-52, as lots numbers six (6) and seven (7)
of block number thirty-seven (37). Each of said lots is a rectangle of the dimensions
of seventy-five by one hundred and twenty (75 by 120) feet, and said two lots lie
together and form one rectangular body of land of the dimensions of one hundred
and twenty by one hundred and fifty (120 by 150) feet, bounded as follows, to-wit:
northeasterly 120 feet by lot number three hundred and thirty-four (334) of said

block, southeasterly 150 feet by the area above the high water mark of the Atlantic Ocean, southwesterly 120 feet by lot number three hundred and thirty-one (331) of said block and northwesterly 150 feet by Ribault Lane. Being the same property conveyed by D. L. Stokes and Company, Inc. to Amelia S. Beard on October 28, 1964, and recorded in Deed Book 12-I, Page 475, Glynn County Public Records. Being the same property conveyed by Executor's Deed to L. Neil Conrad, Jr. dated April 16, 1984, and recorded on April 25, 1984, in the records of Glynn County, Georgia; and

Tract No. 2:

All that certain lot, tract or parcel of land situate, lying and being in G.M.D. 25, Sea Island, Glynn County, Georgia and shown as additional property on a survey plat by Robert N. Shupe, GA R.L.S. No. 2224, titled "Survey of: Lots 6 & 7, Block 37, and Additional Property, Sea Island Subdivision No. 1," dated 5/15/09 which plat is recorded in Plat Book 31, Page 138 in the office of the Clerk of Superior Court of Glynn County, Georgia and being more particularly described as follows:

Commencing at a point which marks the intersection of the southeastern right-of-way of Caroline Lane (a/k/a Ribault Lane) and the northeastern right-of-way of D'Ayllon Street (a/lc/a East Thirteenth Street); Thence proceed along the said right-of-way of Caroline Lane north 38 degrees 03 minutes 40 seconds east for a distance of 75.00 feet to a "" iron pin found and the northwestern property corner of Lot 7; Thence along the common property line of Lot 7 & Lot 331 south 51 degrees 56 minutes 20 seconds east for a distance of 120.00 feet to a "" iron pin found and the point or place of beginning; Thence along the northwestern property line of Lots 7 & 6 north 38 degrees 03 minutes 40 seconds east for a distance of 150.00 feet to a point and the southeastern property of Lot 6; Thence along the lands now or formerly owned by Richards south 51 degrees 56 minutes 20 seconds east for a distance of 62.53 feet to a point; Thence along the lands now or formerly owned by Sea Island Company south 41 degrees 15 minutes 36 seconds west for a distance of 150.23 feet to a point; Thence along the lands now or formerly owned by Sea Island Company north 51 degrees 56 minutes 20 seconds west for a distance of 54.15 feet to the point or place of beginning. Said lot, tract or parcel of land contains 8,751 Sq. Ft.

Reference is hereby made to said plat and to the record thereof for all further purposes of description and location.

Being the same property conveyed by Sea Island Company to L. Neil Conrad, Jr., by Warranty Deed dated June 12, 2009, and recorded on June 15, 2009, in Deed Book 2594, Page 347 of the records of Glynn County, Georgia.

This Deed is given subject to all zoning ordinances, easements and restrictions of record affecting said described property.

Property Address: 1312 Caroline Lane, Sea Island, GA 31561

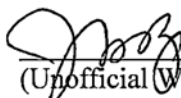
TO HAVE AND TO HOLD the real property above described and hereby conveyed, together with the improvements thereon, if any, and all and singular the rights, members and

appurtenances thereunto belonging or in any manner appertaining, unto the Second Party, its successors and assigns, forever in fee simple.

AND THE FIRST PARTY HEREBY WARRANTS and will forever defend unto the Second Party, its successors and assigns, the right and title hereby conveyed in and to the real property above described as against the lawful claims and demands against the claims of any persons owning, holding or claiming by, through or under First Party.

IN WITNESS WHEREOF, First Party has hereunto set its hand and affixed its seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



(Unofficial Witness)



Notary Public

My commission expires: 10/1/2023

[NOTARY SEAL]

Stiles Young Conrad, as Trustee under Item V
of the Last Will and Testament of Luther Neil
Conrad, Jr.

By: 

Stiles Young Conrad, Trustee



GENERAL NOTICE

The undeveloped marsh land which is a part of this plat is shaded so that persons interested may be able to locate same with reference to other lots. The "proposed" projects shown on said plat are so marked in order that all persons interested may understand the possibilities of future development, but Sea Island Company does not undertake to commence or complete any of same, nor to develop said marsh land except under such conditions as may be incorporated in deeds or contracts for deeds with purchasers of lots. Said Plat and all proposed projects shown thereon are subject to the following rights, privileges, conditions, reservations, and limitations, which are reserved and established by Sea Island Company, its successors and assigns, to-wit:

1. To extend the Subdivision to any and all portions of Glynn Isle, including reclamation of marsh lands and Pelican Banks; to extend and alter and relocate any proposed project, including hotel sites, parks, golf courses, waterways, lagoons, anchorages, roadways, business centers and all other proposed projects; to establish new projects of a public, recreation or private nature, to alter any block or portion of the plat in which lots have not been sold, including the relocation of streets and alleys or the elimination thereof, and the consolidation of blocks for the purpose of utilizing same for hotel, sites, parks or other purposes deemed to be beneficial to the development, leaving always ample roadways or streets for the convenience of lot owners.
2. To restrict to and for residence purposes the use of any lot or lots to establish building lines, to establish grades for buildings, to fix the minimum cost or value of buildings to be erected and to reasonably restrict and control the flow and use of water from privately owned artesian wells.
3. To designate lots and areas for commercial purposes and to restrict the kind of commerce, and for public, municipal, recreation and other purposes and to restrict same.
4. To have the right to install, maintain, and operate on and in all streets, drives, avenues, alleys, easements, parks and other public or semi-public places and areas, public utilities needful or usefull for the health or convenience of property owners and occupants, and to make reasonable charges to those connecting with and using such utilities or to grant or lease such privileges to third persons.
5. To make and enforce sanitary rules and regulations.
6. To restrict the ownership and possession of any lot or area in said Subdivision to members of the Caucasian race.
7. Sea Island Company, its successors and assigns reserves the title to, and the right to control and regulate the use of, all the land comprising the beach and area between high and low water on the Atlantic Ocean and Hampton River, also all rivers, waterways, lagoons, and other waterways.
8. A strip of land (60) sixty feet in width extending from (4th) Fourth Street to (36th) Thirty Sixth Street in front of the lots facing the beach, is set aside and reserved for a Public Street to be opened and used at such time as the Sea Island Company, the Commissioners of Roads and Revenue of Glynn County, and the Glynn County Planning Board should determine same is necessary for the benefit of the Public.

KNOW ALL MEN BY THESE PRESENTS:-

That Sea Island Company, a Georgia Corporation, has caused to be made the attached Plat of "SEA ISLAND SUBDIVISION NO ONE," the same being an amended plat and resubdivision of a part of "LONG ISLAND" as recorded in Plat Book 32, Pages 609 to 614, inclusive, of the Public Records of Glynn County, Georgia.

The Avenues, Streets, Boulevards, Drives, Places, Lane, Alleys, and Parks, as shown on the attached plat, are hereby dedicated to the perpetual use of the Public for proper purposes, reserving to the said Sea Island Company, its successors and assigns, the reversion or reversions thereof whenever discontinued by law.

IN WITNESS WHEREOF the said Sea Island Company has hereunto set its corporate name and affixed its corporate seal through its President and Secretary this 30th day of December, A.D. 1929.

SEA ISLAND COMPANY

Alfred W. Jones
President

W. H. Parker
Assistant Secretary

State of Georgia,
County of Glynn:
Before me this day personally appeared Alfred W. Jones, President and Assistant Secretary, respectively, of Sea Island Company, whom to me did acknowledge that as such officers of said corporation they executed the above instrument by and with the authority of its Board of Directors and that the same is a free and voluntary act and deed of said corporation.

Witness my hand and notarial seal this 30th day of December, A.D. 1929.

Norman A. Way,
Notary Public, Glynn County, Georgia.

My Commission Expires July 7th 1931.

I hereby certify that the attached plat of SEA ISLAND SUBDIVISION NO ONE, to the best of my knowledge and belief is a true map of such property as recently surveyed and platted under my direction, and that Permanent Reference Monuments have been set as shown on this plat.

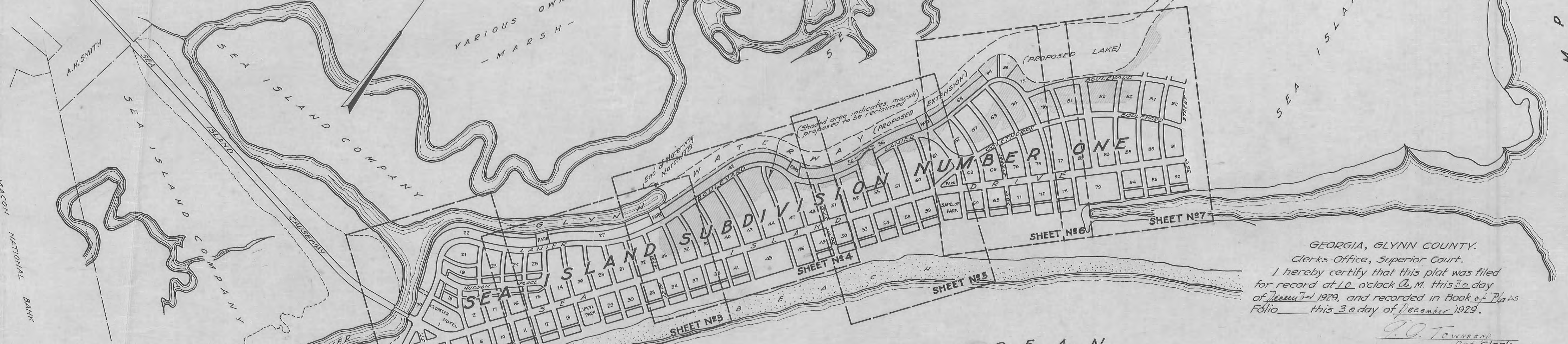
F. J. Torras
Civil Engineer.

State of Georgia,
County of Glynn:
It is hereby certified that I, F. J. Torras, County Engineer, for Glynn County, Georgia, have examined this map and find that it complies in form with all the requirements of the Ordinance to regulate the making of surveys and filing for record of maps and plats of subdivisions within the County of Glynn, Georgia.
This the 30th day of December, 1929.

F. J. Torras
F. J. Torras, County Engineer.

State of Georgia,
County of Glynn:
It is hereby certified that the Glynn County Planning Board of Glynn County, Georgia, have officially approved this map.
This the 30th day of December, 1929.

E. B. Judge
E. B. Judge, Executive Officer,
Glynn County Planning Board.



SEA ISLAND SUBDIVISION NO ONE

OF

SEA ISLAND BEACH

(A PART OF GLYNN ISLE, FORMERLY KNOWN AS LONG ISLAND)
GLYNN COUNTY, GEORGIA.

- INDEX MAP -

SEA ISLAND BEACH
SEA ISLAND SUBDIVISION NO ONE
SHEET NO. 1
(ONE OF SEVEN SHEETS)

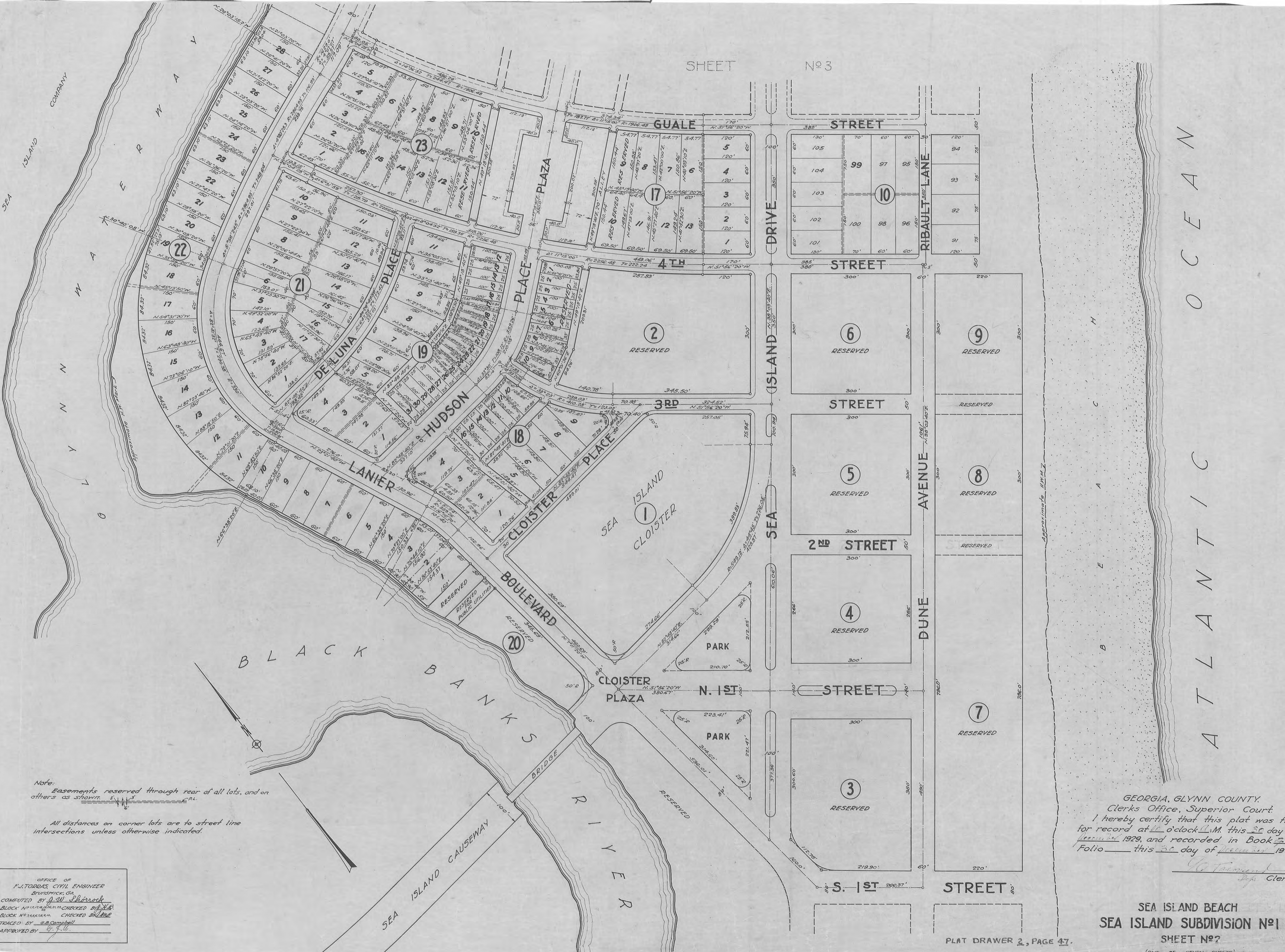
MADE BY F. J. TORRAS, CIVIL ENGR.
FOR
SEA ISLAND COMPANY

SCALE 1"=800' JULY 25th 1929.

PLAT DRAWER 2, PAGE 46.

GEORGIA, GLYNN COUNTY.
Clerks Office, Superior Court.
I hereby certify that this plat was filed for record at 10 o'clock A.M. this 30th day of December 1929, and recorded in Book of Plats Folio this 30th day of December 1929.

P. O. Townsend
Dep. Clerk.



ATLANTIC OCEAN

Note: Easements reserved through rear of all lots, and on others as shown.

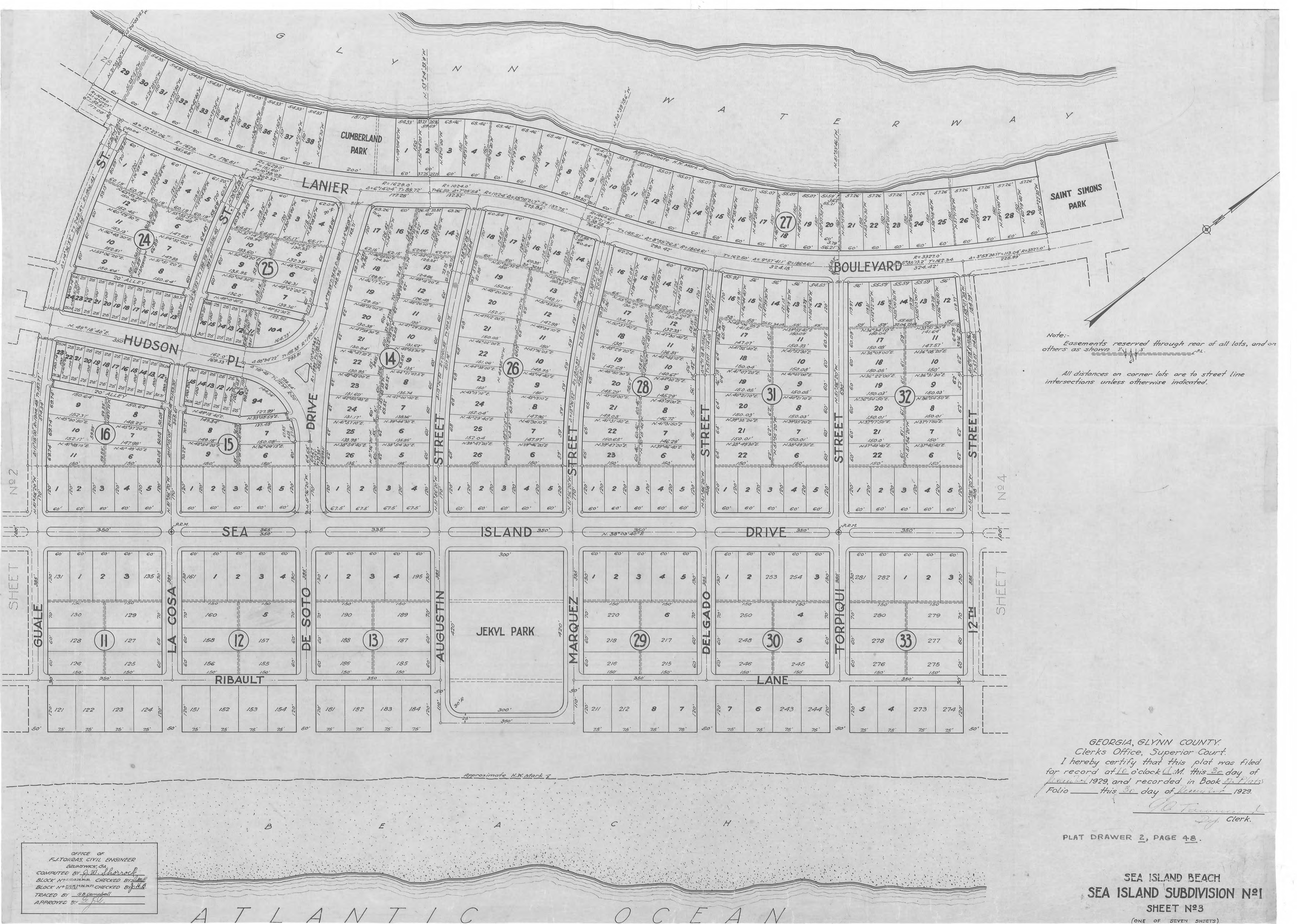
All distances on corner lots are to street line intersections unless otherwise indicated.

OFFICE OF
F. J. TORRES, CIVIL ENGINEER
Brunswick, Ga.
COMPUTED BY G. W. Shirock
BLOCK NO. 1234567890 CHECKED BY J. S.
BLOCK NO. 34567890 CHECKED BY J. S.
TRACED BY G. B. Campbell
APPROVED BY G. B. Campbell

GEORGIA, GLYNN COUNTY,
Clerks Office, Superior Court.
I hereby certify that this plat was filed
for record at 11 o'clock A.M. this 30 day of
January 1929, and recorded in Book 7, Plat
Folio this 30 day of January 1929.

G. B. Campbell
Clerk.

SEA ISLAND BEACH
SEA ISLAND SUBDIVISION No 1
SHEET No 3



Note: Easements reserved through rear of all lots, and on others as shown.

All distances on corner lots are to street line intersections unless otherwise indicated.

GEORGIA, GLYNN COUNTY.
 Clerks Office, Superior Court.
 I hereby certify that this plat was filed for record at 10 o'clock A.M. this 30 day of November 1929, and recorded in Book 4, Plats Folio this 30 day of November 1929.

[Signature]
 Dep. Clerk.

PLAT DRAWER 2, PAGE 48.

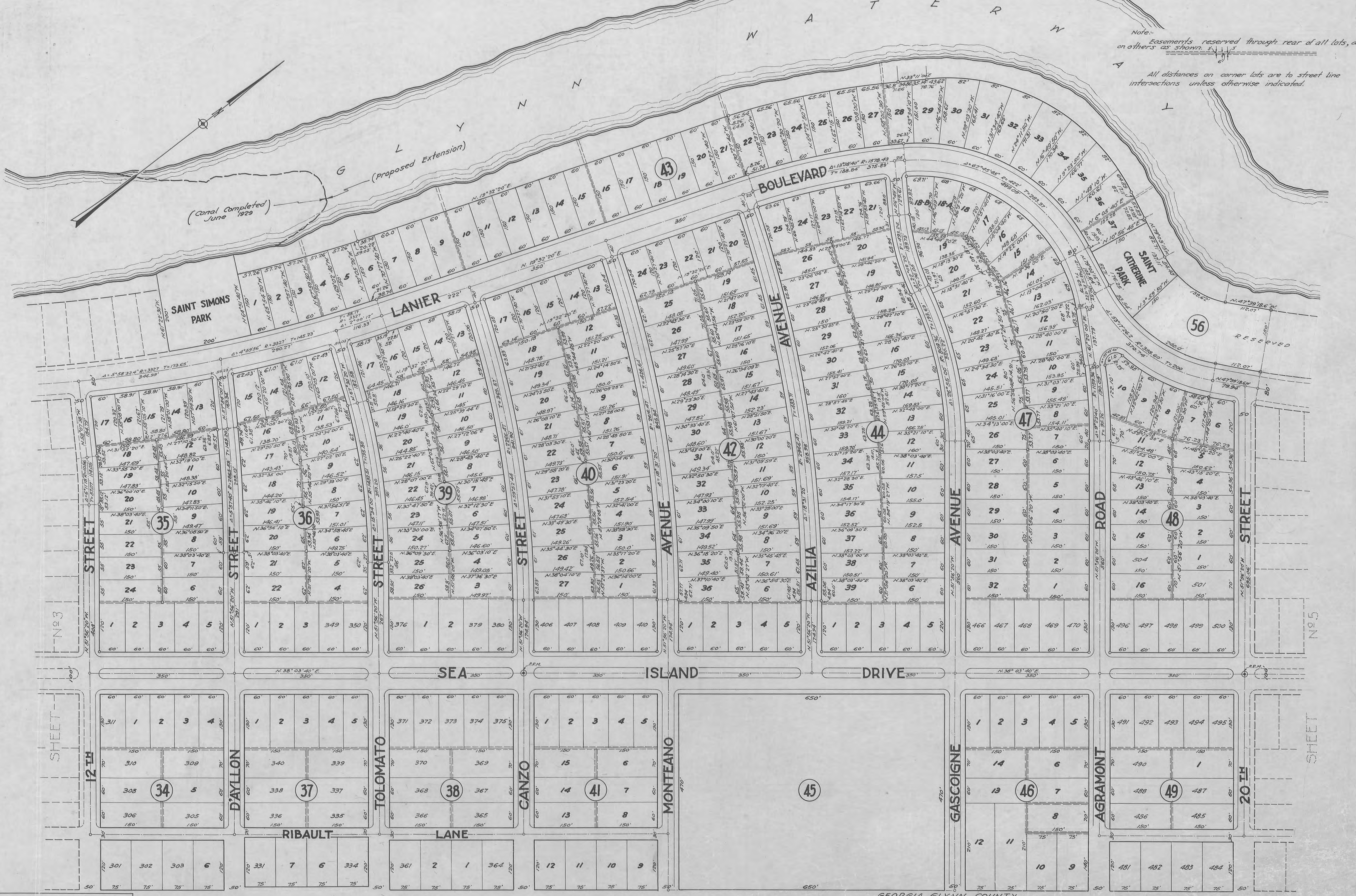
OFFICE OF
 F. J. TORRES, CIVIL ENGINEER
 BRUNSWICK, GA.
 COMPUTED BY G. W. Sherrill
 BLOCK NO. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
 CHECKED BY J. H. S. [Signature]
 TRACED BY S. B. Campbell
 APPROVED BY [Signature]

SEA ISLAND BEACH
 SEA ISLAND SUBDIVISION No 1
 SHEET No 3
 (ONE OF SEVEN SHEETS)

ATLANTIC OCEAN

Note: Easements reserved through rear of all lots, and on others as shown.

All distances on corner lots are to street line intersections unless otherwise indicated.



OFFICE OF F.J. TOUGAS CIVIL ENGINEER
SAVANNAH, GA.
COMPILED BY J.W. Sherrod
BLOCK NUMBER CHECKED BY H.H.
TRACT NO. 43.47 CHECKED BY H.H.
TRACED BY G.C. Campbell
APPROVED BY G.C. Campbell

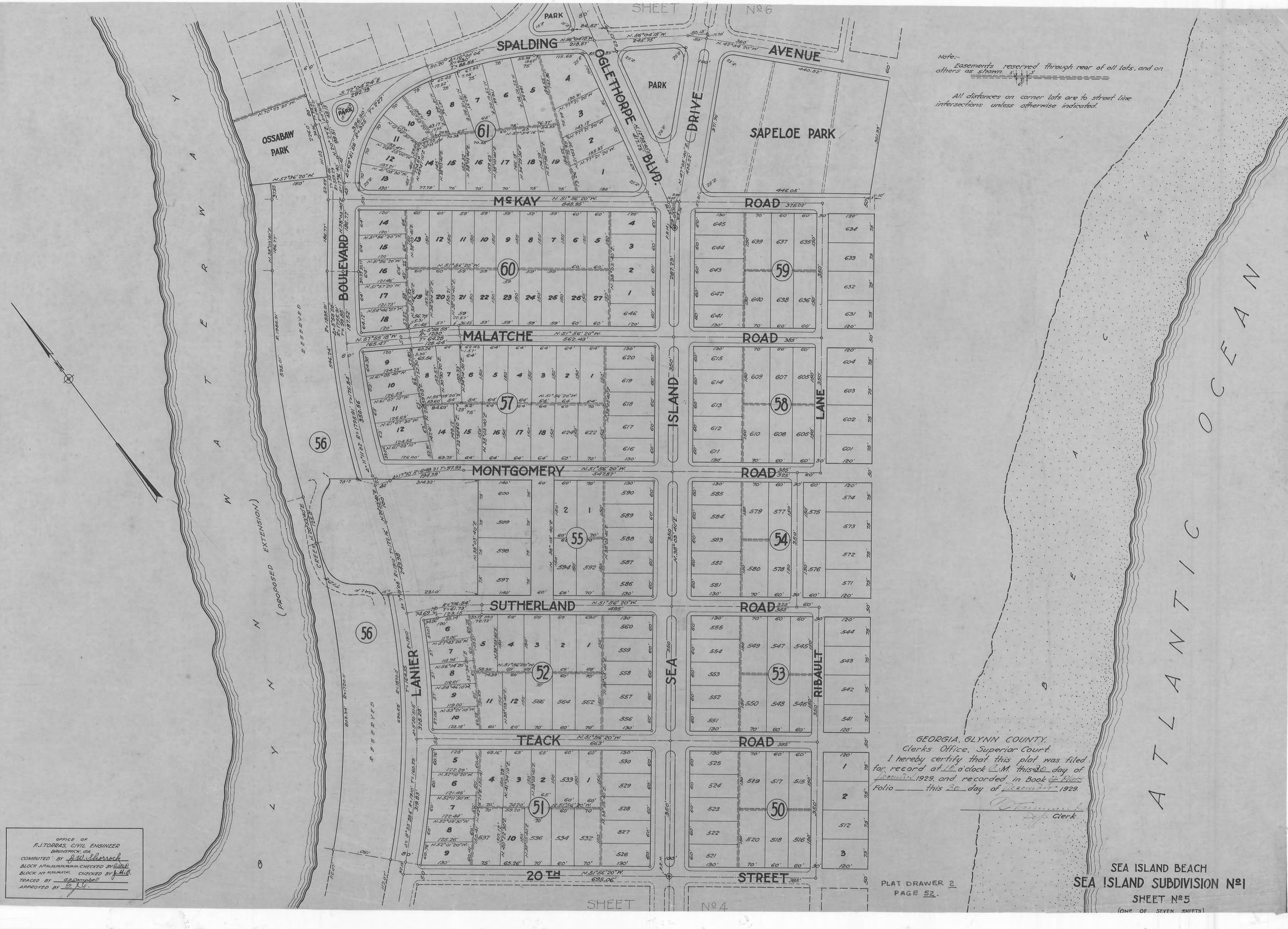
GEORGIA, GLYNN COUNTY.
Clerks Office, Superior Court.
I hereby certify that this plat was filed for record at 11 o'clock A.M. this 31 day of March, 1929, and recorded in Book 4 of Plats Folio this 30 day of February, 1929.

SEA ISLAND BEACH
SEA ISLAND SUBDIVISION No 1
PLAT DRAWER 2,
PAGE 49.
SHEET No 4
(ONE OF SEVEN SHEETS)

B E A C H

SHEET 1215

SHEET 1213



Note:-
Easements reserved through rear of all lots, and on others as shown.

All distances on corner lots are to street line intersections unless otherwise indicated.

OFFICE OF
F. J. TODDAS, CIVIL ENGINEER
BRUNSWICK, GA.
COMPUTED BY J. M. Shorrock
BLOCK N^o 53, SUBDIVISION N^o 1, CHECKED BY J. M. Shorrock
BLOCK N^o 54, SUBDIVISION N^o 1, CHECKED BY J. M. Shorrock
TRACED BY G. B. Campbell
APPROVED BY J. M. Shorrock

GEORGIA, GLYNN COUNTY,
Clerks Office, Superior Court.
I hereby certify that this plat was filed
for record at 10 o'clock A.M. this 30 day of
February 1929, and recorded in Book of Plans
Folio this 30 day of February 1929.

[Signature]
Clerk

PLAT DRAWER 2
PAGE 52.

SEA ISLAND BEACH
SEA ISLAND SUBDIVISION N^o 1
SHEET N^o 5
(ONE OF SEVEN SHEETS)

Note: Easements reserved through rear of all lots, and on others as shown.

All distances on corner lots are to street line intersections unless otherwise indicated



OFFICE OF
F. TORRAS, CIVIL ENGINEER
BRUNSWICK, GA.
COMPUTED BY *J.W. Harvill*
BLOCK 1000-1100 CHECKED BY *M.H.*
BLOCK 1100-1200 CHECKED BY *M.H.*
TRACED BY *G.B. Campbell*
APPROVED BY *G.B. Campbell*

GEORGIA, GLYNN COUNTY,
Clerks Office, Superior Court.
I hereby certify that this plat was filed
for record at 11 o'clock A.M. this 30 day of
February, 1929, and recorded in Book 47 Plans
Folio 51 this 21 day of February, 1929.

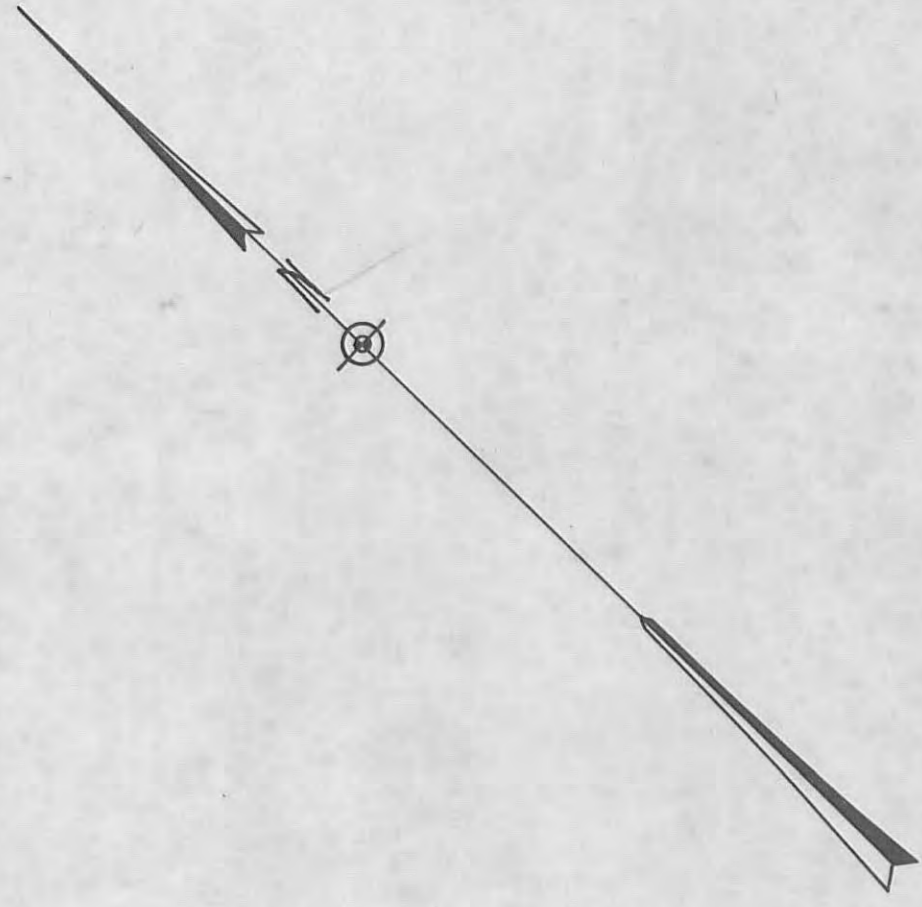
[Signature]
Clerk

PLAT DRAWER 2, PAGE 51.

SEA ISLAND BEACH
SEA ISLAND SUBDIVISION No 1
SHEET No 6
(ONE OF SEVEN SHEETS)

Note:—Easements reserved through rear of all lots, and on others as shown.

All distances on corner lots are to street line intersections unless otherwise indicated.



GEORGIA, GLYNN COUNTY
Clerks Office, Superior Court.
I hereby certify that this plat was filed
for record at 11 o'clock A.M. this 30 day of
June 1929, and recorded in Book of Plans
Folio _____ this 30 day of June 1929.

[Signature]
Clerk

PLAT DRAWER 2,
PAGE 50.

SEA ISLAND BEACH
SEA ISLAND SUBDIVISION No. 1
SHEET No. 7
(ONE OF SEVEN SHEETS)

OFFICE OF
F. J. TODDAS, CIVIL ENGINEER
BRUNSWICK, GA.
COMPUTED BY *[Signature]*
BLOCK No. 88.50.20.20 CHECKED BY *[Signature]*
BLOCK No. 88.50.20.20 CHECKED BY *[Signature]*
TRACED BY *[Signature]*
APPROVED BY *[Signature]*

D R O P S E D L A K E

RESERVED

83 RESERVED

82 RESERVED

79 RESERVED

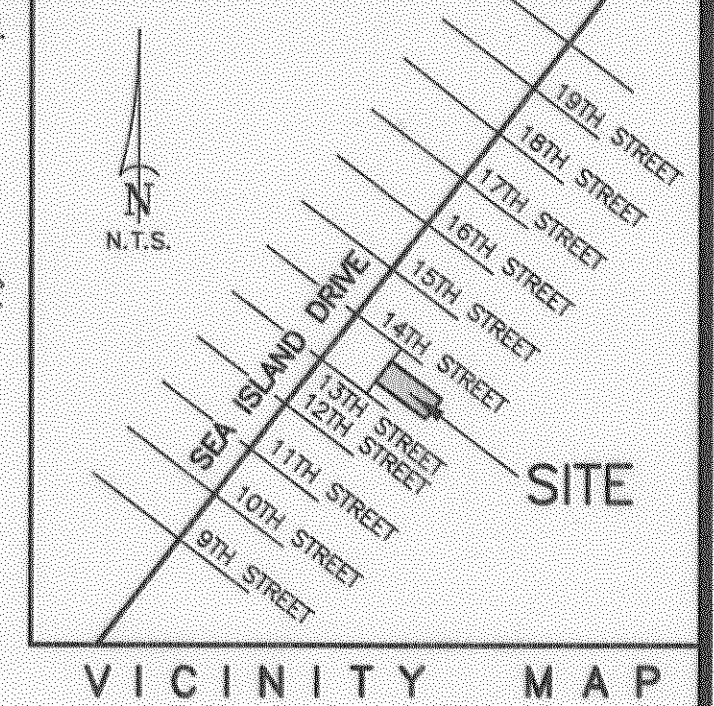
81 RESERVED

80 RESERVED

SHEET No. 6

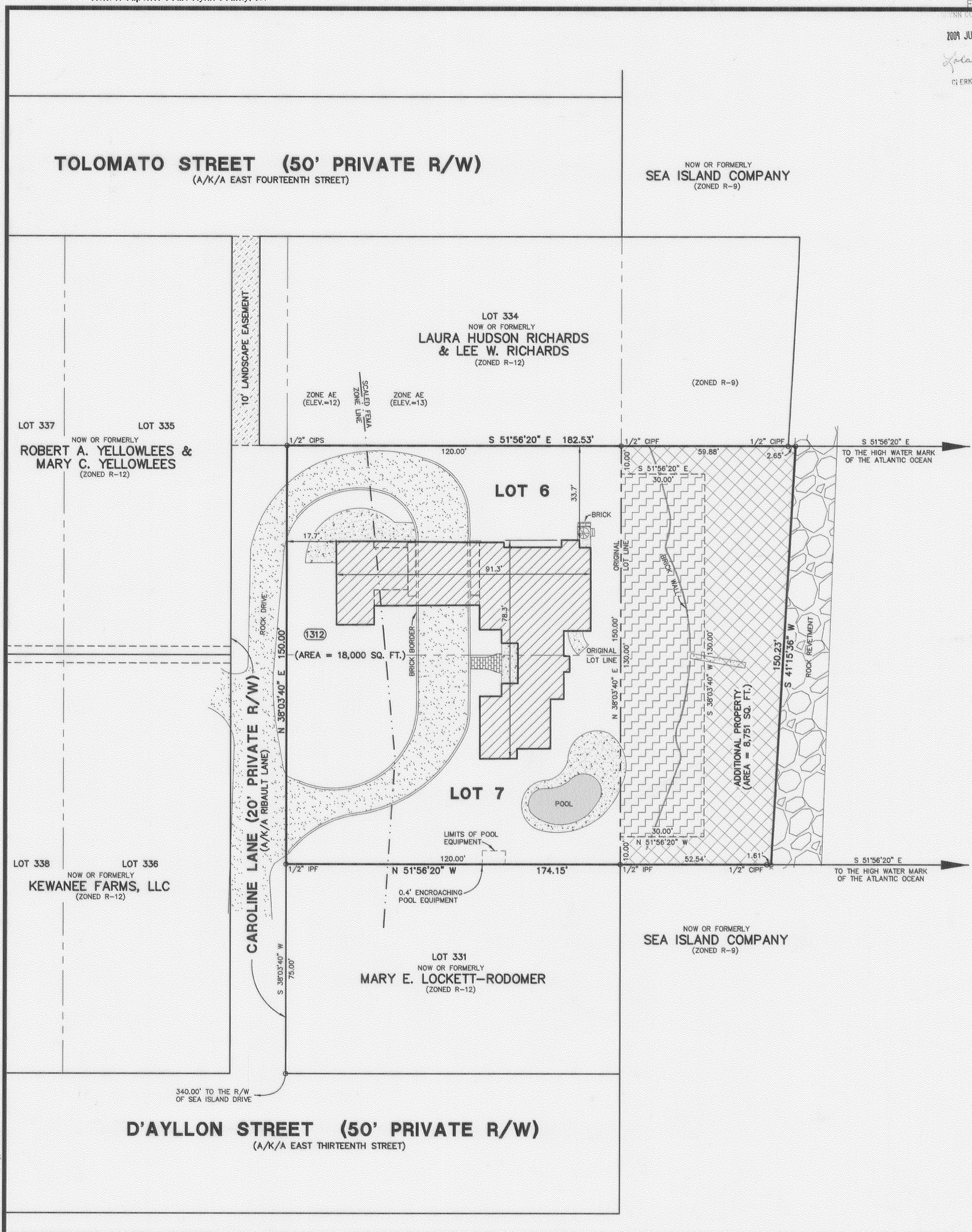
FILED
 JUN 11 10 40
 Lola B. Jamsky
 CLERK SUPERIOR COURT

BEARINGS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT.



LOTS 6 & 7, BLOCK '37', AND ADDITIONAL PROPERTY, SEA ISLAND SUBDIVISION NO. 1

TOTAL AREA = 26,751 SQ. FT.



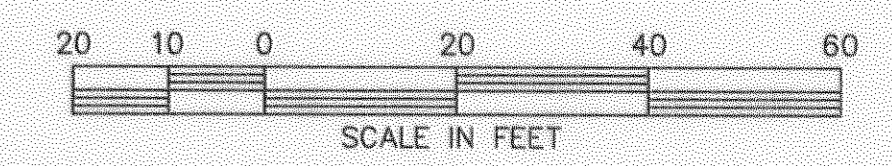
ATLANTIC OCEAN

NOTES:

1. SURVEY REFERENCE:
 SURVEY BY ROBERT N. SHUPE, GA. R.L.S. # 2224, TITLED "LOT 334, BLOCK 37, PORTION OF RIBAULT LANE AND ADDITIONAL PROPERTY, SEA ISLAND SUBDIVISION NO. 1", DATED 5/09/09 AND RECORDED IN P.B. 31, PG. 92.
2. THIS PROPERTY WILL BE SERVED BY A PUBLIC WATER SYSTEM THAT IS PRIVATELY OWNED AND OPERATED BY SEA ISLAND COMPANY AND WILL UTILIZE AN ON-SITE SEWAGE MANAGEMENT SYSTEM.
3. IN ADDITION TO EASEMENTS SHOWN, A 6' EASEMENT IS RESERVED ALONG THE REAR OF ALL LOTS AS PER THE RECORDED SUBDIVISION PLAT.
4. THIS PROPERTY IS ZONED R-9 & R-12.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION FOR THIS PROPERTY.
6. THE ADJOINING LAND OWNERS AND ZONING SHOWN ON THIS PLAT WAS TAKEN FROM THE GLYNN COUNTY GIS WEBSITE (WWW.GLYNNCOUNTY.ORG).
7. REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 13127C0254F, DATED 9/06/06, INDICATES THAT THIS PROPERTY LIES WITHIN ZONE "AE" (EL=12 & 13), WHICH IS IN A SPECIAL FLOOD HAZARD AREA.
8. THE ADDITIONAL PROPERTY SHOWN ON THIS SURVEY IS SUBJECT TO RESTRICTIVE COVENANTS AS DESCRIBED IN THE DEED CONVEYING SAID PROPERTY.

LEGEND:

- IPF IRON PIN FOUND
- CIFF CAPPED IRON PIN FOUND (SSC FC, LSF 317)
- CIPS CAPPED IRON PIN SET (SSC FC, LSF 317)
- (1312) STREET ADDRESS
- ASPHALT
- BUILDING
- CONCRETE
- BRICK
- LANDSCAPE IMPROVEMENTS ENVELOPE
- HARDSCAPE BUILDING ENVELOPE



THIS IS TO CERTIFY TO THE CLERK OF SUPERIOR COURT OF GLYNN COUNTY, GEORGIA, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE RECORDING OF THIS PLAT REQUIRES NO APPROVAL BY THE LOCAL GOVERNING AUTHORITY AS SET FORTH IN GEORGIA ANNOTATED CODE 15-6-67, APPROVED APRIL 11, 1990. HOWEVER, RECORDING OF THIS PLAT DOES NOT EXEMPT OR VOID ANY REQUIREMENTS FOR APPROVAL BY GLYNN COUNTY FOR THE DEVELOPMENT OR FURTHER SUBDIVIDING OF THIS PROPERTY.

Robert N. Shupe
 ROBERT N. SHUPE, GA. RLS# 2224

SURVEY FOR: L. NEIL CONRAD, JR.				SEE NOTE 7 FOR FEMA INFORMATION
LOTS 6 & 7, BLOCK '37', AND ADDITIONAL PROPERTY, SEA ISLAND SUBDIVISION NO. 1				
G.M.D. 25, SEA ISLAND, GLYNN COUNTY, GEORGIA				
DATE: 5/15/09	DRAWN BY: JCH	SCALE: 1" = 20'	JOB #	
EQUIPMENT USED: NIKON DTM-522	FIELD CLOSURE: MINIMUM 1" IN 10,000'	PLAT CLOSURE: 1" IN 127,328'	90266A	
SHUPE SURVEYING COMPANY, P.C. 3837 DARIEN HWY. BRUNSWICK, GEORGIA 31525 912-265-0562				GEORGIA REGISTERED LAND SURVEYOR ROBERT N. SHUPE 815162

bk31-pg138

Filed and Recorded 06/11/2009 at 10:34:37 AM CFN # 632009000089
 Clerk of Superior Court Glynn County, GA Plat BK 31 PG 138 - 138 - TRANS # 39721
 Lola Jamsky #4

G:\DATA\90266A-2.dwg, 6/10/2009, 12:54:14 PM

**OPERATING AGREEMENT
OF
DM4 -- SI PROPERTIES, LLC
(Single-Member, Manager Managed)**

THIS OPERATING AGREEMENT (this “Agreement”) is entered into this 23rd day of March, 2022, by **DM4 Holdings, LLC**, a Georgia limited liability company (“Sole Member”).

WHEREAS, Sole Member has determined to operate the Company in accordance with the terms of, and subject to the conditions set forth in, this Agreement.

NOW, THEREFORE, for good and valuable consideration, this Agreement, which revokes and supersedes all prior operating agreements, provides as follows:

SECTION I.

DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

“**Act**” means the Georgia Limited Liability Company Act, as amended from time to time.

“**Agreement**” means this Agreement, as amended from time to time.

“**Cash Flow**” means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay Service Payments, current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements and replacements as determined by Sole Member.

“**Cessation of Membership**” means, with respect to Sole Member, the occurrence of any of the following events:

- (i) the making of an assignment for the benefit of creditors;
- (ii) the filing of a voluntary petition of bankruptcy;
- (iii) the adjudication as a bankrupt or insolvent or the entry against Sole Member of an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the filing of a petition or answer seeking for Sole Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(v) the seeking, consenting to, or acquiescence in the appointment of a trustee for, receiver for, or liquidation of Sole Member or of all or any substantial part of Sole Member's properties;

(vi) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against Sole Member in any proceeding described in Subsections (i) through (v);

(vii) any proceeding against Sole Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for Sole Member or all or any substantial part of Sole Member's properties without Sole Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; or

(viii) Sole Member's death or adjudication by a court of competent jurisdiction as incompetent to manage Sole Member's person or property.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means **DM4 -- SI Properties, LLC**, a limited liability company formed under the laws of Georgia, and any successor limited liability company.

"Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

"Managers" means the persons designated by Sole Member from time to time to manage the business of the Company. The Manager shall be **David Y. Millican, IV**.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) right to his or its Interest, (ii) right to designate, from time to time, the Managers or Manager of the Company and (iii) right to inspect the Company's books and records.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

“**Profit**” and “**Loss**” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company’s taxable income or loss determined in accordance with the Code.

“**Regulation**” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“**Successor**” means all Persons to whom all or any part of an Interest is transferred either because of (i) the sale or gift by Sole Member of all or any part of his Interest, (ii) an assignment of Sole Member’s Interest due to Sole Member’s Cessation of Membership, or (iii) because Sole Member dies and the Persons are Sole Member’s personal representatives, heirs, or legatees.

“**Transfer**” means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

“**Withdrawal**” means a Member’s dissociation from the Company by any means.

SECTION II.

FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The limited liability company is duly organized and validly existing pursuant to the Act and the provisions of this Agreement.

2.2. Name of the Company. The name of the Company is “**DM4 -- SI Properties, LLC**”. The Company may do business under that name and under any other name or names upon which Sole Member may, in its sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate if required by law.

2.3. Purpose. The purposes for which the Company is formed are to acquire, own, lease, mortgage, sell, and otherwise deal in real and personal property, in each instance as an investor and not as a dealer, and all activities associated therewith, and to engage in any other lawful act or activity for which limited liability companies may be organized pursuant to the Act.

2.4. Omitted.

2.5. Term. The Company shall have a duration from the date of organization until it is dissolved and its affairs are wound up in accordance with the Georgia Limited Liability Company Act (the “Act”).

2.6. Registered Agent and Office. The Company may from time to time, change its registered agent or registered office upon filing a statement of change with the Office of the Secretary of State of Georgia designating the name of a new agent for service of process together with the new agent’s street address; provided that any change in registered agent shall not be

effective until the statement of change is so filed with the Office of the Secretary of State of Georgia.

2.7. *Principal Office.* The principal office of the Company shall be located at 309 East Paces Ferry Road, Suite 1000, Atlanta, Georgia 30305.

2.8. *Members.* The name, present mailing address and taxpayer identification number of Sole Member are set forth on **Exhibit “A”**.

SECTION III.

MEMBERS; CAPITAL; CAPITAL ACCOUNTS

3.1. *Omitted.*

3.2. *No Other Capital Contributions Required.* No Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

3.3. *Loans.* Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

SECTION IV.

PROFIT, LOSS, AND DISTRIBUTIONS

4.1. *Distributions of cash flow.* Cash Flow for each taxable year of the Company shall be distributed to Sole Member at the times and in the amounts as determined by the Sole Member.

4.2. *Allocation of Profit or Loss.* All Profit or Loss shall be allocated to Sole Member.

4.3. *Liquidation and Dissolution.* If the Company is liquidated, the assets of the Company shall be distributed to Sole Member or to a Successor or Successors.

SECTION V.

MANAGEMENT; RIGHTS, POWERS, AND DUTIES

5.1. *Management.* The Company shall be managed by Manager(s). The Manager shall be **David Y. Millican, IV**.

5.2. *Liability and Indemnification.*

5.2.1. The Manager(s) shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by them or either of them with respect to Company matters, except for fraud.

5.2.2. The Company shall indemnify the Manager(s) for any acts performed by them with respect to Company matters, except for fraud.

SECTION VI.

TRANSFER OF INTERESTS

6.1. *Transfers by Sole Member.* Sole Member may Transfer all, or any portion of, or its interest or rights in, its Membership Rights to one or more Successors.

6.2. *Transfer to a Successor.* In the event of any Transfer of all or any part of Sole Member's Interest to a Successor, the Successor shall thereupon become a Member and the Company shall be continued.

SECTION VII.

DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. when the period fixed for its duration in Section 2.5 has expired; or

7.1.2. if Sole Member determines, or if all of the Successors unanimously determine, to dissolve the Company.

The Company shall not dissolve merely because of Sole Member's Cessation of Membership.

7.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company, and then to the Persons who are the Members of the Company in proportion to their Interests.

7.3. *Filing of Articles of Dissolution.* If the Company is dissolved, Articles of Dissolution shall be promptly filed as required by law. If there are no remaining Members, the Articles of Dissolution shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

SECTION VIII.

BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

8.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. Sole Member shall determine the institution or

institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. Books and Records. Sole Member shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and practices.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by Sole Member, subject to the requirements and limitations of the Code.

SECTION IX.

GENERAL PROVISIONS

9.1. Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addresses for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

9.5. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Georgia.

9.6. *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, Successors, and permitted assigns.

9.8. *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court having jurisdiction over Fulton County, Georgia or any Georgia State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.10. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all the undersigned parties had signed the same signature page, and counterpart executed and delivered via facsimile, .pdf or a DocuSign or similar electronic means shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Agreement (whether original, facsimile, .pdf, or DocuSign) may be detached from any counterpart of this Agreement (whether original, facsimile, .pdf, or DocuSign) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile, .pdf, or DocuSign) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile, .pdf, or DocuSign).

END OF TEXT; SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Sole Member has executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

SOLE MEMBER:

DM4 HOLDINGS, LLC,
a Georgia limited liability company

DocuSigned by:

David Y. Millican, IV

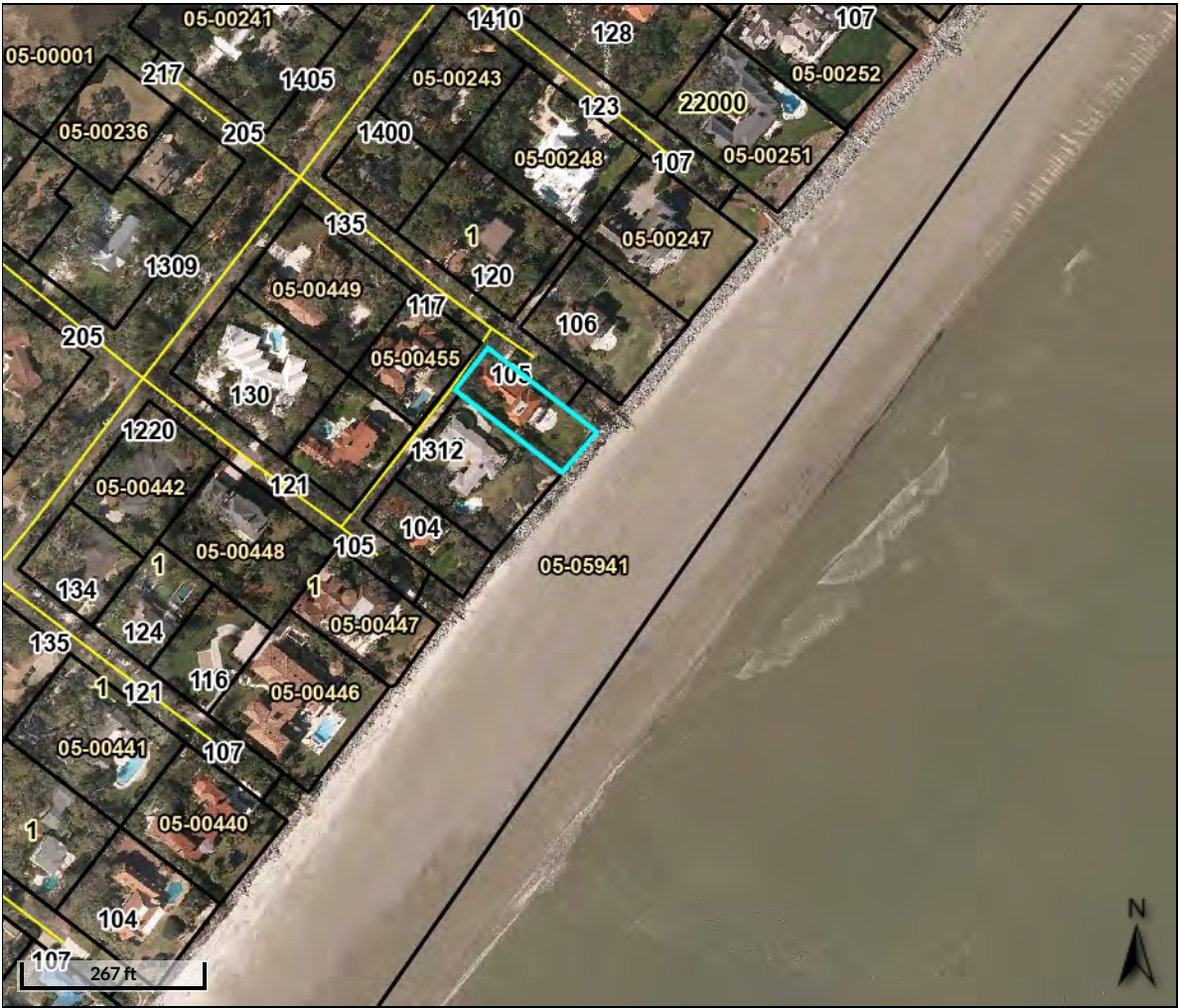
By: David Y. Millican, IV

Its: Manager

DM4 – SI PROPERTIES, LLC

Exhibit “A” to Operating Agreement

Name and Address of Member	Percentage	Consideration Paid
DM4 Holdings, LLC 309 East Paces Ferry Road, Suite 1000 Atlanta, Georgia 30305	100%	\$100.00

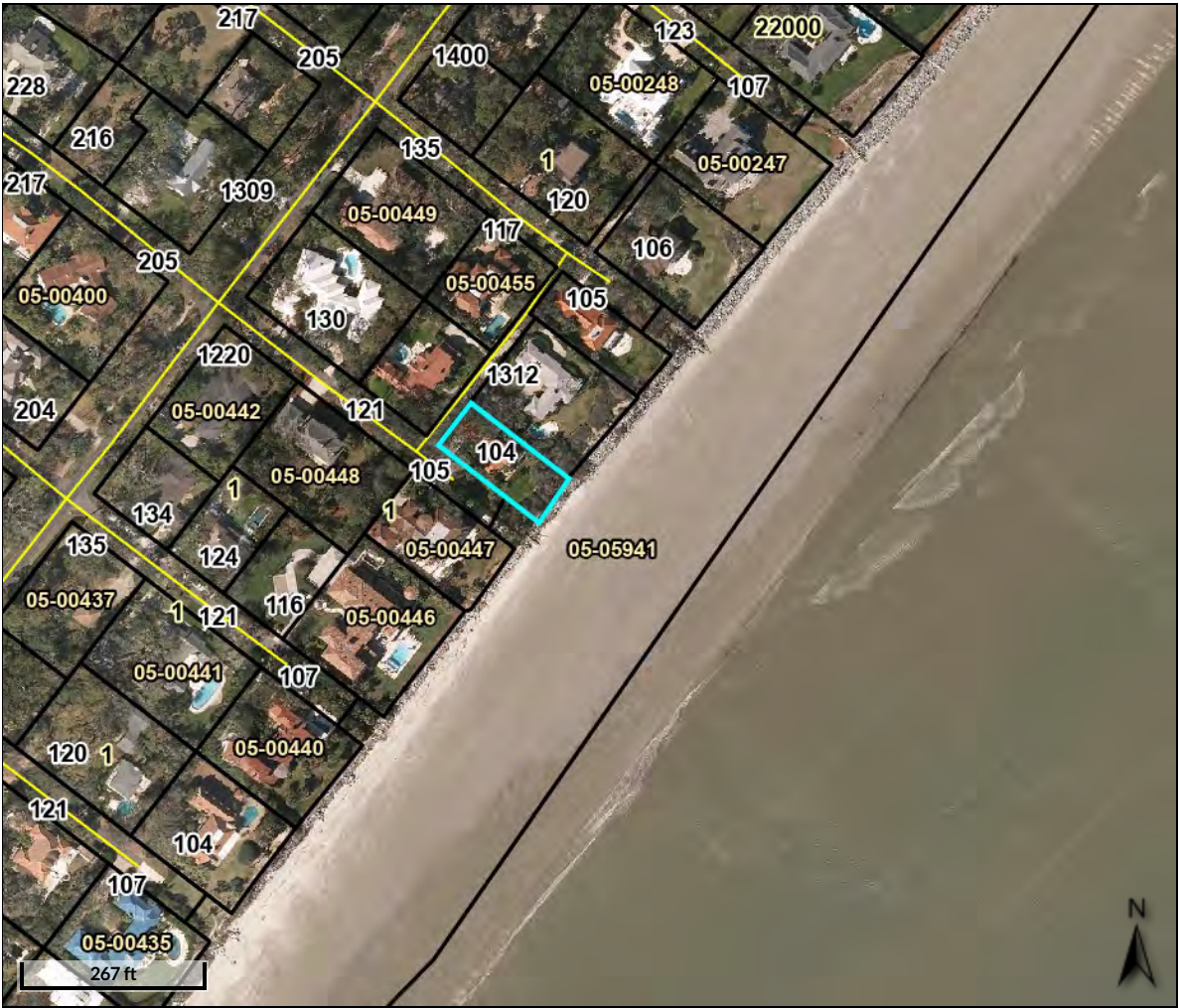


- Legend**
- Parcels
 - Parcel Numbers
 - Address Number
 - Roads

Parcel ID	05-00454	Owner	RICHARDS LAURA HUDSON	Last 2 Sales			
Class Code	Residential		PO BOX 400	Date	Price	Reason	Qual
Taxing District	05-Sea Island		CARROLLTON, GA 30112	2/1/2010	\$3027500	n/a	U
	SEA ISLAND	Physical Address	105 E FOURTEENTH ST	5/7/2009	0	ROAD	U
Acres	0.33	Market Value	\$5179900				

Date created: 4/19/2023
 Last Data Uploaded: 4/15/2023 4:24:03 AM

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- Legend**
- Parcels
 - Parcel Numbers
 - Address Number
 - Roads

Parcel ID	05-00452	Owner	LISENBY STEPHEN ALAN & SUSAN PIPKEN LISENBY	Last 2 Sales			
Class Code	Residential		4390 JETT RD	Date	Price	Reason	Qual
Taxing District	05-Sea Island		ATLANTA, GA 30327	4/11/2011	\$3500000	n/a	U
	SEA ISLAND		104 E THIRTEENTH ST	6/18/2009	\$78200	ADD'L LAND	U
Acres	0.3	Physical Address	104 E THIRTEENTH ST				
		Market Value	\$5072600				

Date created: 4/19/2023
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