

**JOINT APPLICATION
FOR
A DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS PERMIT,
STATE OF GEORGIA MARSHLAND PROTECTION PERMIT,
REVOCABLE LICENSE AGREEMENT
AND REQUEST FOR
WATER QUALITY CERTIFICATION
AS APPLICABLE**

INSTRUCTIONS FOR SUBMITTING APPLICATION:

Every Applicant is Responsible to Complete The Permit Application and Submit as Follows: One copy each of application, location map, drawings, copy of deed and any other supporting information to addresses 1, 2, and 3 below. If water quality certification is required, send only application, location map and drawing to address No. 4.

1. For Department of the Army Permit, mail to: Commander, Savannah District, US Army Corps of Engineers, ATTN: CESAS-RD, 100 W. Oglethorpe Avenue, Savannah, Georgia 31401-3640. Phone (912) 652-5347 and/or toll free, Nationwide 1-800-448-2402.
2. For State Permit - State of Georgia (six coastal counties only) mail to: Habitat Management Program, Coastal Resources Division, Georgia Department of Natural Resources, 1 Conservation Way, Brunswick, Georgia 31523. Phone (912) 264-7218.
3. For Revocable License - State of Georgia (six coastal counties plus Effingham, Long, Wayne, Brantley and Charlton counties only)
- Request must have State of Georgia's assent or a waiver authorizing the use of State owned lands. All applications for dock permits in the coastal counties or for docks located in tidally influenced waters in the counties listed above need to be submitted to Real Estate Unit. In addition to instructions above, you must send two signed form letters regarding revocable license agreement to: Ecological Services Coastal Resources Division, Georgia Department of Natural Resources, 1 Conservation Way, Brunswick, Georgia 31523. Phone (912) 264-7218.
4. For Water Quality Certification State of Georgia, mail to: Water Protection Branch, Environmental Protection Division, Georgia Department of Natural Resources, 4220 International Parkway, Suite 101, Atlanta, Georgia 30354 (404) 675-1631.

The application must be signed by the person authorized to undertake the proposed activity. The applicant must be the owner of the property or be the lessee or have the authority to perform the activity requested. Evidence of the above may be furnished by copy of the deed or other instrument as may be appropriate. The application may be signed by a duly authorized agent if accompanied by a statement from the applicant designating the agent. See item 6, page 2.

1. Application No. _____

2. Date 1-3-25

3. For Official Use Only _____

4. Name and address of applicant. Savannah Economic Development Authority, 906 Drayton St. Savannah, GA 31401

5. Location where the proposed activity exists or will occur.

Lat. 32.023211 Long. 81.189383

Chatham

County _____

Military District _____

Near City or Town _____

Subdivision _____

Savannah

In City or Town _____

Lot Size _____

Approximate Elevation of Lo

Lot No. _____

Little Ogeechee River

Georgia

State _____

Name of Waterway _____

Name of Nearest Creek, River, Sound, Bay or Hammock _____

6. Name, address and title of applicant's authorized agent for permit application coordination.

Newkirk Environmental Inc
Asher Howell
73 Sea Island Parkway, Suite 23
Beaufort, SC 29907

Statement of Authorization: I hereby designate and authorize the above named person to act in my behalf as my agent in the processing of this permit application and to furnish, upon request, supplemental information in support of this application.


Signature of Applicant

12/29/2025

Date

7. Describe the proposed activity, its purpose and intended use, including a description of the type of structures, if any to be erected on fills, piles, of float-supported platforms, and the type, composition and quantity of materials to be discharged or dumped and means of conveyance. If more space is needed, use remarks section on page 4 or add a supplemental sheet. (See Part III of the Guide for additional information required for certain activities.)

Please see attached

8. Proposed use: Private Public Commercial Other (Explain)

This is a project conducted by the developer, but the purpose is to provide better drainage for upstream projects in the City of Savannah.

9. Names and addresses of adjoining property owners whose property also adjoins the waterway.

See attached

10. Date activity is proposed to commence. 2026

Date activity is expected to be completed. 2026

11. Is any portion of the activity for which authorization is sought now complete Y N

a. If answer is "Yes", give reasons in the remarks in the remarks section.
Indicate the existing work on the drawings.

b. If the fill or work is existing, indicate date of commencement and completion.

c. If not completed, indicate percentage completed.

12. List of approvals or certifications required by other Federal, State or local agencies for any structures, construction discharges, deposits or other activities described in this application. Please show zoning approval or status of zoning for this project.

Issuing Agency

Type Approval

Identification No.

Date/Application

Date/Approval

13. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein?
 Yes NO (If "yes", explain).

Note: Items 14 and 15 are to be completed if you want to bulkhead, dredge or fill.

14. Description of operation: (If feasible, this information should be shown on the drawing).

a. Purpose of excavation or fill _____.

1. Access channel length _____ depth _____ width _____

2. Boat basin length _____ depth _____ width _____

3. Fill area length _____ depth _____ width _____

4. Other length _____ depth _____ width _____
(Note: If channel, give reasons for need of dimensions listed above.)

b. If bulkhead, give dimensions _____

-- Type of bulkhead construction (material) _____

1. Backfill required: Yes _____ No _____ Cubic yards _____

2. Where obtained _____

c. Excavated material

1. Cubic yards _____

2. Type of material _____

15. Type of construction equipment to be used _____

a. Does the area to be excavated include any wetland? Yes No

b. Does the disposal area contain any wetland? Yes No

c. Location of disposal area _____

d. Maintenance dredging, estimated amounts, frequency, and disposal sites to be utilized: _____

e. Will dredged material be entrapped or encased? _____

f. Will wetlands be crossed in transporting equipment to project site? _____

g. Present rate of shoreline erosion (if known) _____

16. Description of Avoidance, Minimization and Compensation: Provide a brief explanation describing how impacts to waters of the United States are being avoided and minimized on the project site. Also, provide a brief description of how impacts to waters of the United States will be compensated for, or a brief statement explaining why compensatory mitigation should not be required for those impacts.

Please see attached

17. Water Quality Certification: In some cases, Federal law requires that a Water Quality Certification from the State of Georgia be obtained prior to issuance of a Federal license or permit. Applicability of this requirement to any specific project is determined by the permitting Federal agency. The information requested below is generally sufficient for the Georgia Environmental Protection Division to issue such a certification if required. Any item, which is not applicable to a specific project, should be so marked. Additional information will be requested if needed.

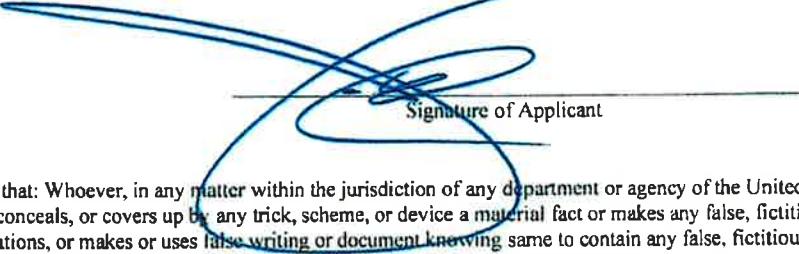
a. Please submit the following:

1. A plan showing the location and size of any facility, existing or proposed, for handling any sanitary or industrial waste waters generally on your property.
2. A plan of the existing or proposed project and your adjacent property for which permits are being requested.
3. A plan showing the location of all points where petro-chemical products (gasoline, oils, cleaners) used and stored. Any aboveground storage areas must be diked, and there should be no storm drain catch basins within the dike areas. All valving arrangements on any petro-chemical transfer lines should be shown.
4. A contingency plan delineating action to be taken by you in the event of spillage of petro-chemical products or other materials from your operation.
5. Plan and profile drawings showing limits of areas to be dredged, areas to be used for placement of spoil, locations of any dikes to be constructed showing locations of any weir(s), and typical cross sections of the dikes.

b. Please provide the following statements:

1. A statement that all activities will be performed in a manner to minimize turbidity in the stream.
2. A statement that there will be no oils or other pollutants released from the proposed activities which will reach the stream.
3. A statement that all work performed during construction will be done in a manner to prevent interference with any legitimate water uses.

18. Application is hereby made for a permit or permits to authorize the activities described herein; Water Quality Certification from the Georgia Environmental Protection Division is also requested if needed. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities.



Signature of Applicant

19. U.S.C. Section 1001 provides that: Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations, or makes or uses false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined no more than \$10,000 or imprisoned not more than 5 years or both.

PRIVACY ACT NOTICE

The Department of the Army permit program is authorized by Section 10 of the Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act and Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972. These laws require permits authorizing structures and work in or affecting navigable waters of the United States, the discharge of dredged or fills material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Information provided will be used in evaluating the application for a permit. Information in the application is made a matter of public record through issuance of a public notice. Disclosure of the information requested is voluntary; however, the data requested are necessary in order to communicate with the applicant and to evaluate the permit application. If necessary information is not provided, the permit application cannot be processed nor can a permit be issued.

SUPPORTING REMARKS:

STATE OF GEORGIA

REQUEST FOR A REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANT NAME(S): Rockingham Farms LLC
MAILING ADDRESS: 906 Savannah, GA 31401
(Street) (City) (State) (Zip)
PROJECT ADDRESS/LOCATION: Landmark Boulevard
COUNTY: Chatham WATERWAY: Little Ogeechee Marshes
LOT, BLOCK & SUBDIVISION NAME FROM DEED: Block 2231 Pg 622-623, Rockingham Farms LLC

Georgia Department of Natural Resources
Coastal Resources Division
One Conservation Way
Brunswick, Georgia 31520-8687

I am requesting that I be granted a revocable license from the State of Georgia to encroach on the beds of tidewaters, which are state owned property. Attached hereto and made a part of this request is a copy of the plans and description of the project that will be the subject of such a license. I certify that all information submitted is true and correct to the best of my knowledge and understand that willful misrepresentation or falsification is punishable by law.

I understand that if permission from the State is granted, it will be a revocable license and will not constitute a license coupled with an interest. I acknowledge that this revocable license does not resolve any actual or potential disputes regarding the ownership of, or rights in, or over the property upon which the subject project is proposed, and shall not be construed as recognizing or denying any such rights or interests. I acknowledge that such a license would relate only to the property interests of the State and would not obviate the necessity of obtaining any other State license, permit, or authorization required by State law. I recognize that I waive my right of expectation of privacy and I do not have the permission of the State of Georgia to proceed with such project until the Commissioner of DNR or his/her designee has executed a revocable license in accordance with this request.

Sincerely,

By: _____

Signature of Applicant

Manager
Title, if applicable

Date: 12/29/2025

By: _____

Signature of Applicant

Date: _____

Title, if applicable

Attachments

FEDERAL CONSISTENCY CERTIFICATION STATEMENT

Printed Name of Applicant(s): Jack Wardlow - Rockingham Farms LLC
Applicant Email: cchenowith@landmark24.com Phone: 912-447-8450
Agent Name (if applicable): John Howell Phone: 843-810-3447

To Whom It May Concern:

This is to certify that I have made application to the U.S. Army Corps of Engineers (USACE) for authorization to impact Waters of the United States and that such proposed work is, to the best of my knowledge, consistent with Georgia's Coastal Management Program.

I understand I must provide this Consistency Certification Statement, along with a copy of my permit application submitted to USACE, to the Georgia Department of Natural Resources Coastal Resources Division (CRD) before they can begin evaluating my proposed project for consistency with Georgia's enforceable policies. I understand additional information may be required to facilitate review.

Once any required authorizations or permits from CRD have been issued, and CRD has concurred with my findings by signing this Consistency Certification Statement, CRD must submit it to USACE in order for them to issue any required federal permits or authorizations, or to validate any provisional authorizations they have already issued. A USACE provisional authorization or permit will not be valid until they receive this Certification Statement signed by CRD.

Attached is a copy of my application to USACE (required)

Signature of Applicant: _____ Date: 12/29/2025

FOR AGENCY INTERNAL USE ONLY:	Date Received (Commencement Date): _____
USACE Authorization/Permit Number (assigned by USACE): _____	
USACE Authorization Type (select one): <input type="checkbox"/> Individual Permit <input type="checkbox"/> General Permit # _____ <input type="checkbox"/> NWP # _____	
USACE Project Manager: _____	
CRD Authorization/Permit Number (assigned by CRD): _____	
CRD Project Manager: _____	

CRD HAS REVIEWED AND CONCURS WITH THIS CONSISTENCY CERTIFICATION STATEMENT TO THE EXTENT THE USACE AUTHORIZED PROJECT DESCRIPTION IS CONSISTENT WITH THE AUTHORIZED PROJECT DESCRIPTION FOR ANY CRD PERMIT ISSUED FOR THIS PROJECT

CRD Signature: _____ Date: _____
Printed Name: _____ Title: _____

For questions regarding consistency with the Georgia Coastal Management Program, please contact the Federal Consistency Coordinator at (912) 264-7218 or visit www.CoastalGADNR.org.

**U.S. Army Corps of Engineers
Regulatory Branch, Coastal Area Section
100 West Oglethorpe Avenue
Savannah, Georgia 31401-3640**

To Whom It May Concern:

This is to certify the work subject to the jurisdiction of the U.S. Army Corps of Engineers as described in my application dated _____, is to the best of my knowledge, consistent with the Georgia Management Plan.

Since my project is located in the Coastal Area of Georgia, I understand the U.S. Army Corps of Engineers must provide this statement to the Georgia Department of Natural Resources, Coastal Resources Division, Coastal Management Program (GADNR-CRD) for its review, and a Department of Army permit will not be issued until the GADNR-CRD concurs with my findings. I also understand additional information may be required by the GADNR-CRD to facilitate its review of my project and the additional information certifications may be required for other Federal or State authorizations.

Signature of Application:

Date:

Printed Name of Applicant:

Street Address:

City, State, Zip Code:

Phone Number:

Fax Number:

E-Mail Address:

12/29/2025

Jack Wardlaw - Rockingham Farms LLC

2702 Whatley Ave.

Suite B-1

Savannah, GA 31404

912-925-3440

cchenowith@landmarks24.com

**For questions regarding consistency with the Georgia Coastal Management Program,
Please contact the Federal Consistency Coordinator, GADNR-CRD, (912) 264-7218.**

Type: WD
Kind: WARRANTY DEED
Recorded: 2/4/2021 9:11:00 AM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Return Recorded Document to:
ZEIGLER & WALKER, P.C.
ATTORNEYS AT LAW
636 STEPHENSON AVENUE
SUITE A
SAVANNAH, GA 31405

Participant ID(s): 1983094574,
7067927936

BK 2231 PG 622 - 623

L I M I T E D
W A R R A N T Y D E E D

STATE OF GEORGIA
COUNTY OF CHATHAM

FILE #:

THIS INDENTURE made this 27 day of January, 2021, between **ROCKINGHAM FARMS, LLC**, a Georgia Limited Liability Company, as party or parties of the first part, hereinafter called Grantor, and **SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY**, a public body corporate and politic and an instrumentality of the State of Georgia organized and existing under the constitution and laws of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following-described property:

All that certain real property situate, lying and being in Chatham County, Georgia consisting of approximately 1035.413 acres (inclusive of Tracts 1, 2, 3, 4, 5, 6, 7 and 11B) as set forth in the Major Subdivision of Rockingham Farms and David Rahn Dairy Tract, 7th G.M. District, Chatham County, Georgia, recorded January 12, 2021, in Book 52, Pages 674-675 in the Office of the Clerk of Superior Court of Chatham County, Georgia.

The above-referenced map or plat is incorporated herein by reference to better determine the metes, bounds and dimensions of the property described herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEES SIMPLE**.

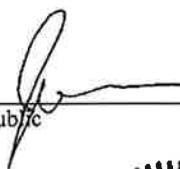
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

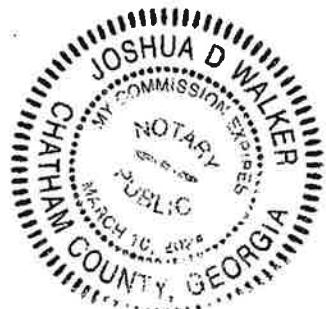
Signed, sealed and delivered in presence of:



Witness


Notary Public
ROCKINGHAM FARMS, LLC
JACK WARDLAW, MANAGER

(SEAL)



Commission expires 3/30/2026

Return Recorded Document to:
ZEIGLER & WALKER, P.C.
ATTORNEYS AT LAW
636 STEPHENSON AVENUE
SUITE A
SAVANNAH, GA 31405
(912)355-0328

Type: AGRE
Kind: CONTRACT
Recorded: 2/4/2021 9:11:00 AM
Fee Amt: \$25.00 Page 1 of 5
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 1983094574,
7067927936

BK 2231 PG 624 - 628

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement ("Memorandum") is made and entered into effective as of the 27 day of January, 2021 (the "Effective Date"), by and between SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY ("SEDA"), a public body corporate and politic existing under the Constitution and laws of the State of Georgia, and ROCKINGHAM FARMS, LLC, a Georgia limited liability company ("Rockingham").

WITNESSETH:

1. The Savannah Economic Development Authority ("SEDA") is the owner of approximately 1,125 acres of land located in the City of Savannah, County of Chatham, State of Georgia, as more particularly described on Exhibit "A-1" (the "SEDA Property") attached hereto.

2. Rockingham is a party to a Ground Lease Agreement dated January 27, 2021, with SEDA, as landlord, and Rockingham, as tenant, pursuant to which Rockingham leases a portion of the SEDA Property from SEDA, which is more particularly described and/or depicted in the attached Exhibit A-2, and contains approximately 1035.413 acres of land ("Ground Lease").

3. This Memorandum is executed and recorded to evidence of public record the parties rights and obligations under the Ground Lease.

4. All rights of each party under the Ground Lease shall be superior to any subsequently recorded instrument unless such rights are expressly subordinated by a written instrument executed by that party and filed of record.

5. This Memorandum may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided however, that all such counterparts shall constitute one and the same instrument.

[Signature Pages to Follow]

EXECUTED effective the date first written above.

Signed, sealed and delivered
in the presence of:

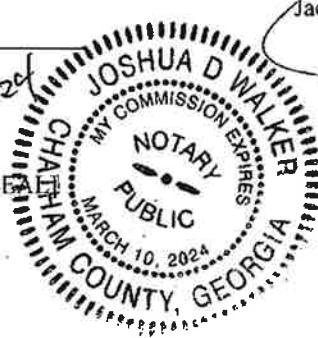
Carla Little

Unofficial Witness

Notary Public

My Commission Expires: 3/10/2024

[AFFIX NOTARIAL SEAL]



ROCKINGHAM:

ROCKINGHAM FARMS, LLC,
a Georgia limited liability company

By:

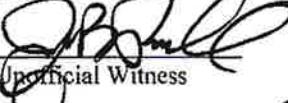
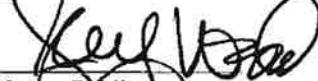
Jack Wardlaw III, Manager

Signature Page

3784922-1 10355.0035000

EXECUTED effective the date first written above.

Signed, sealed and delivered in the
presence of:


Official Witness


Notary Public
My Commission Expires:

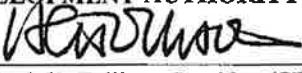
6/12/21

[AFFIX NOTARIAL SEAL]



SEDA:

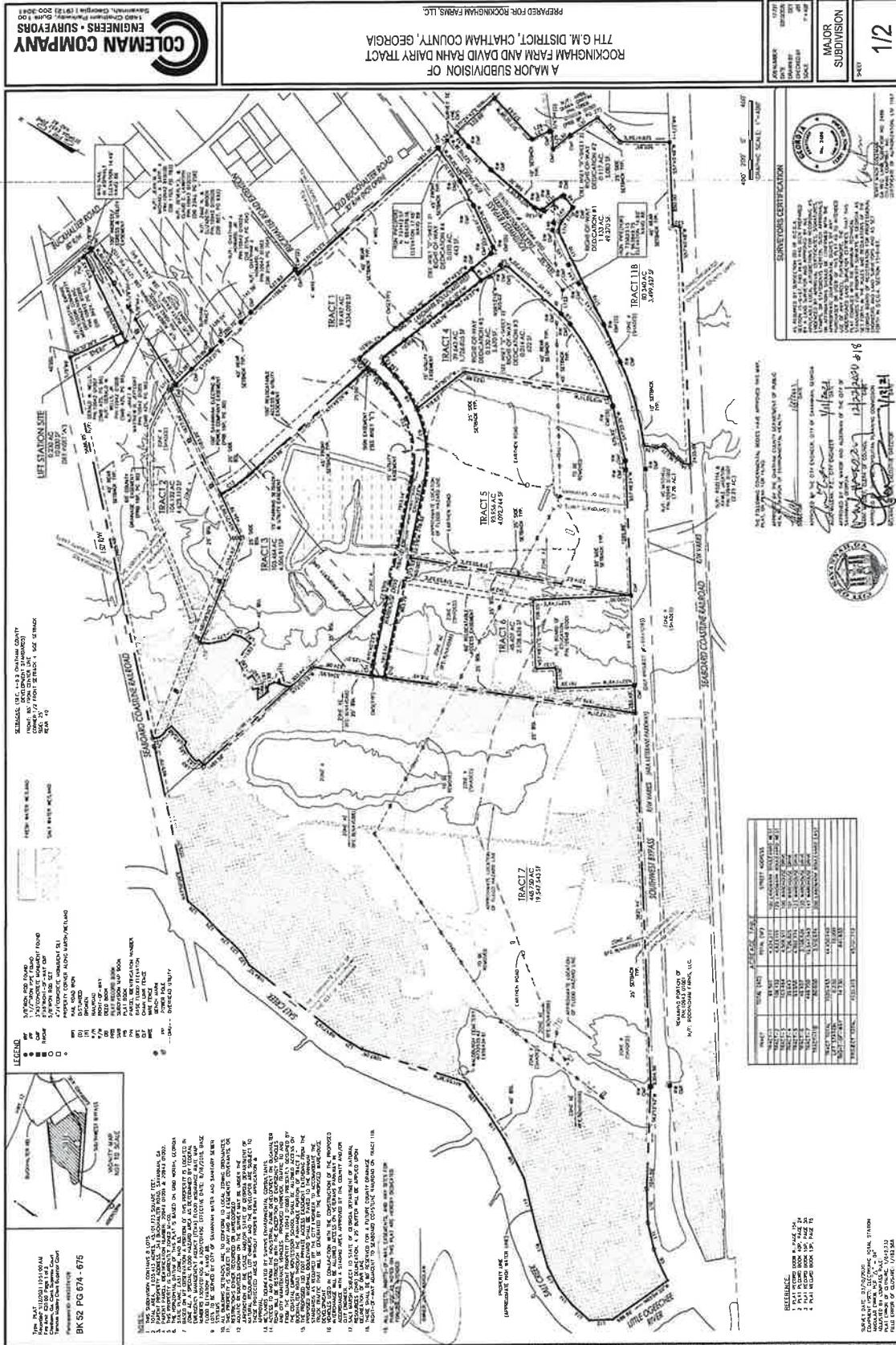
**SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY**

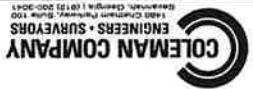
By: 
Hugh K. Tollison, President/CEO

Attest: 
Assistant Secretary

Signature Page

3784922-1 10355.0035000





A MAJOR SUBDIVISION OF
ROCKINGHAM FARM AND DAVID RAHN DAIRY TRACT
TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA

2/2

100%
SERVANT CERTIFICATION

11-10-00
SUBDIVISION
2/2

1000

OPERATING AGREEMENT

OF

~~ROCKINGHAM FARMS, LLC~~

THIS OPERATING AGREEMENT is made and entered into on ~~May 23, 2019~~ ¹⁵, 2019
(the "Effective Date"), by all of the ~~ROCKINGHAM FARMS, LLC~~, a Georgia limited liability company.

WITNESSETH:

WHEREAS, the undersigned organized ~~ROCKINGHAM FARMS, LLC~~ under the Georgia Limited Liability Company Act and a Certificate of Organization was issued for the same dated May 23, 2018; and

WHEREAS, the members wish to operate ~~ROCKINGHAM FARMS, LLC~~ in accordance with the terms and conditions set forth in this Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Members hereby agree as follows:

ARTICLE I
DEFINITIONS

"Act" means the Georgia Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments: (i) the deficit shall be decreased by amounts which the Member is obligated to restore pursuant to this Agreement (if any) or is deemed obligated to restore pursuant to the Code or Regulations; and (ii) the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Additional Capital Contribution" means any Capital Contribution made pursuant to Section 5.3.

"Agreement" means this Operating Agreement, as amended from time to time.

"Bankruptcy Action" means (i) commencing or consenting to the commencement of any case, proceeding or other action on behalf of the Company under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors; instituting proceedings to have the Company adjudicated as bankrupt or insolvent; or filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Company or its debts under any federal or state law relating to bankruptcy, (ii) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a

substantial portion of its properties or assets, (iii) making any assignment for the benefit of any of the Company's creditors, or (iv) taking any action in furtherance of any of the foregoing.

"Capital Account" means the account to be maintained by the Company for each Member in accordance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means each Member's undivided interest in the Property contributed to Company this date as well as the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

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

"Company" means the limited liability company operated in accordance with this Agreement.

"Consent of Members" means the affirmative vote of Members owning fifty-one percent (51%) of the total Membership Interest outstanding.

"Manager" shall mean the one or more persons described in Article III of this Agreement.

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

"Membership Interest" means the ownership interest of a Member in the Company, including a Member's economic interest in the Profits and Losses (or items thereof) and distributions of the Company and a Member's rights and obligations with respect to the Company as set forth in this Agreement. For purposes of this Agreement, each Member's Membership Interest shall be expressed as a percentage and set forth in Exhibit B.

"Net Cash Flow" means all cash funds derived from operations of the Company, less cash funds used to pay current operating expenses or to establish reasonable reserves as determined by the Manager.

"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 Code Section 703(a), adjusted as follows: (i) all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing Profit or Loss; (ii) any tax-exempt income not otherwise taken into account, shall be included in computing Profit or Loss; (iii) any items that are specially allocated to a Member shall not be included in computing Profit or Loss; and (iv) any adjustments to taxable income or loss required in order to maintain capital account balances in compliance with Regulation 1.704-1(b)

or required to reflect differences attributable to variations between book values and tax basis (e.g., book gain, book depreciation, etc.) shall be accounted for in computing Profit or Loss.

"Property" means certain real estate located in Chatham County, Georgia (the same being more particularly described in Exhibit A attached hereto).

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

ARTICLE II **ORGANIZATION**

2.1 Organization. The Members set forth on Exhibit B attached hereto hereby organize the Company as a Georgia limited liability company pursuant to the Act.

2.2 Name. The name of the Company is ROCKINGHAM FARMS, LLC, and all business of the Company shall be conducted under that name.

2.3 Term. The existence of the Company is deemed to have commenced on the Effective Date and shall continue until terminated in accordance with Article IX of this Agreement.

2.4 Principal Office. The principal office of the Company shall be located at 7395 Hodgson Memorial Blvd., Suite 200, Savannah, GA 31406, or at such other location as the Managers may from time to time determine.

2.5 Registered Agent. The initial registered agent of the Company shall be Robert W. Schivera. The Managers may from time to time designate a successor registered agent and registered office for the Company.

2.6 Purpose of Business. The Company shall have the authority to do all things necessary or convenient to hold, develop for sale or sell the Property.

ARTICLE III **MANAGEMENT**

3.1 Management.

(A) Subject to the provisions hereof limiting their authority, the business and affairs of the Company shall initially be co-managed by two managers (collectively the "Manager" or "Managers") who shall have full and complete authority, power and reasonable discretion to manage and control the day to day business, affairs and properties of the Company, to do and complete or cause to be done and completed on behalf of the Company, with reasonable diligence, all of the following with respect to the Property:

- (i) All financial matters involved in owning the Property, including invoicing Members for required contributions, maintenance of bank account, payment from required contributions of all obligations and expenses of the Members with respect to the Property and maintenance of just, complete, and true books of account for the Company. All checks drawn upon said bank account shall be valid when signed by a Manager.
- (ii) Obtaining and carrying casualty and liability insurance coverage of the Property and for Members in amounts and for risks determined by the Managers, but with minimum public liability coverage of \$5,000,000.00.
- (iii) To the extent that funds of the Company are available therefor, pay all debts and other obligations of the Company.
- (iv) Execute any contract or other obligation subject to the terms of this Agreement.
- (v) Enter into any contract or execute any document necessary or appropriate to carry out any other duty imposed upon the Managers by this Agreement.
- (vi) Perform other normal business functions and otherwise operate and manage the business and affairs of the Company in accordance with this Agreement. All decisions and functions not specifically denoted herein as decisions of Manager shall require the Consent of the Members.

(B) The bank account of the Company shall be maintained at such bank or banks as shall be determined from time to time by the Managers and all sums received shall be deposited into such accounts, held and disbursed by the Managers as a trust fund to be applied as provided herein.

(C) By its execution of this Agreement; each Member irrevocably constitutes and appoints this Manager as its attorney-in-fact, in its name, place and stead to make, execute, acknowledge and file and of the following documents:

- (i) Application for required state registration or filing.
- (ii) Any documents necessary to effect the sale or transfer of all or any part of the Property owned by the Partnership, so long as such sale or transfer has been authorized under the terms of the Agreement.

It is expressly understood and agreed by each Member that the grant of this power of attorney is irrevocable and coupled with an interest and shall survive the delivery of an assignment of the Membership interest.

3.2 Sale of Property. Notwithstanding anything contained herein, the Managers shall have the explicit, full and complete authority and power to develop and consummate the sale of whole or parcels of Property upon such terms and conditions as Managers recommend and approved by the Consent of Members. The Managers, once a sale has been approved by Consent of Members shall have the exclusive authority to bind the Company to any sale transaction, which

shall explicitly not require any further approval or Consent of the Members. This right shall include, but not be limited to, the authority to adopt and execute any document necessary or appropriate to consummate the transaction.

3.3 Development Agreement. Notwithstanding anything contained herein, the Managers shall have the explicit, full and complete authority and power to enter into an agreement with any for profit or not for profit corporation or other legal entity, any state, county, municipality, governmental or quasi-governmental body or agency or a development authority ("Agency") in connection with the development of the Property, upon such terms and conditions as Managers recommend and approved by the Consent of Members. This authority shall include, but not be limited to, the authority to adopt and execute any document necessary or appropriate to consummate the transaction.

3.4 Managers' Titles. In performing management functions for the Company, a Manager may use the title "Co-Manager," "Manager" or such other title as the Members may determine from time to time by affirmative vote of the Members.

3.5 Resignation or Removal of Manager. Each Manager shall serve until he resigns or is removed by a vote of Members owning fifty-one percent (51%) of the Membership Interest, exclusive of the vote of any Member, if Manager to be removed owns any interest in the Member. A Manager may resign as Manager or Co-Manager upon giving thirty (30) days' written notice to each Member. Except as otherwise provided in this Agreement, no Manager shall have liability to the Company or to the other Members for any such resignation; provided, however, that the resignation shall not absolve the resigning Manager from any liabilities arising before the resignation. The resignation or removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Manager as a Member. In the event of removal or resignation of a Manager, a successor Manager(s) may be elected by a vote of Members owning the Membership Interests representing at least fifty-one percent (51%) of the outstanding Membership Interests. However, the Manager who resigned or was removed shall not be the replacement unless agreed to by a unanimous decision of the remaining Manager(s).

3.6 Designation of Manager. Jack Wardlaw, Jerry Wardlaw and Stephen R. Hall shall be the Co-Managers of the Company.

3.7 Compensation of Manager. A Manager may receive such compensation for managing the affairs of the Company as may be agreed upon from time to time by the unanimous action of the Members of the Company. In addition to any compensation voted on by the Members, the Managers shall be entitled to a commission equal to three percent (3%) of the gross sales price of all or any portion of the Property.

3.8 Reimbursement of Expenses. The Company shall pay as an expense of the Company all reasonable costs of every kind and description incurred in connection with the business of the Company, including but not limited to all reasonable out of pocket expenses of the Managers incurred in managing the affairs of the Company.

3.9 Action of Members.

(A) To the extent that the Consent of Members is required or permitted to approve or take any action with respect to the Company, such action shall be approved or taken by the Members if the total of Membership interests voting in favor of such action equal fifty-one percent (51%) of the total of Membership interests outstanding. A Member is entitled to one (1) vote per percentage point of the Member's Membership Interest at the time of the vote.

(B) Notwithstanding the foregoing, any such action required or permitted to be approved or taken at a meeting of the Members may be taken without a meeting if the action is taken by Members having Membership interests totaling not less than the minimum amount necessary to authorize or take the action at a meeting at which all Members were present and voting. The action must be evidenced by one or more written consents describing the action taken, signed by the Members and delivered to all Members and to Company for inclusion with the Company's records.

3.10 Other Employees. A Manager shall not be required to devote full time to the affairs of the Company and shall devote such time to Company affairs as each Manager in his reasonable discretion deems necessary to manage and supervise the operations and business of the Company.

3.11 Limitation on the Powers of Manager. Without the unanimous consent of Members to the specific act by all Members, a Manager shall have no authority to cause the Company (each being a "Major Decision"):

(a) Amend, modify or waive the Articles of Organization or this Agreement; *provided* that the Managers may, without the consent of the Members, amend the Members Schedule following any new issuance, redemption, repurchase or transfer of Units in accordance with this Agreement;

(b) Issue additional Membership Interest or admit additional Members to the Company, except as otherwise permitted by this Agreement.

(c) Establish a subsidiary or enter into any joint venture or similar business arrangement;

(d) Settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company;

(e) Make any investments in any other person or entity; or

(f) Merge, consolidate, dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

ARTICLE IV **LIABILITIES AND DUTIES**

4.1 Liability of Members and Managers. No Member or Manager shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under

this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Manager for liabilities of the Company.

4.2 Standard of Care. In discharging his responsibilities and in acting on behalf of the Company, a Manager (or any Member to the extent authorized to act for the Company pursuant to this Agreement) shall act in a manner such person believes in good faith to be in the best interests of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. A Manager or Member may rely in good faith upon the records required to be maintained under Article XI and upon such information, opinions, reports or statements by any Member or by any other person as to matters a Manager or Member reasonably believes are within such other person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company.

4.3 Exculpation and Indemnification of Members and Manager. In discharging his responsibilities and in acting on behalf of the Company, a Manager shall be exculpated from any acts or omissions of a Manager other than those involving intentional misconduct, a knowing violation of law, and/or the receipt of a personal benefit in violation of this Agreement and/or gross negligence. A Manager shall have the power to cause the Company to indemnify and hold harmless the Manager, a Member or an employee of the Company from and against any and all claims and demands whatsoever arising in connection with the Company; provided, however, that a Manager shall not have the power to cause the Company to indemnify any Member, a Manager or an employee for any liability for intentional misconduct, knowing violation of law, and/or receiving a personal benefit in violation of this Agreement and/or gross negligence. Any right to indemnification conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this Agreement, the articles of organization of the Company, the vote of the Members or otherwise.

4.4 Insurance. The Company may maintain insurance, at its expense, to protect itself, any Member, Manager or employee of the Company or other appropriate Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under Georgia law.

ARTICLE V **MEMBERS' INTERESTS AND CAPITAL ACCOUNTS**

5.1 Members and Interests. Each Member's name and Membership Interest shall be as set forth in Exhibit B, attached hereto and made a part hereof. Exhibit B shall be amended from time to time to reflect any Person subsequently admitted as a Member to reflect any other changes in the Company's membership.

5.2 Capital Accounts.

(A) A Capital Account shall be maintained for each Member and reported quarterly by the Manager.

(B) If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest.

(C) No Member shall be entitled to interest on his Capital Account or on his or her Capital Contributions to the Company; and; except as may otherwise be provided in this Agreement, no Member shall have the right to demand or receive the return of all or any part of his or her Capital Account or of his or her Capital Contributions to the Company.

(D) Upon the contribution to or distribution from the Company of property in connection with the admission to or withdrawal from the Company of a Member, or the liquidation of the Company, the assets of the Company may be revalued on the books of the Company to reflect the fair market value of such assets at the time of the occurrence of such event, and upon such revaluation, the Capital Accounts of the Members shall be adjusted in the manner required by Regulation §§ 1.704-1(b)(2)(iv)(f) and (g). The determination to revalue the assets of the Company and the adjustment of the Capital Accounts shall be made by the Members.

5.3 Member Loans. In the event that the Managers determine that additional funds are at any time needed to conduct the business of the Company, then the Managers shall deliver a written request to each Member to loan to the Company on a pro rata basis in accordance with their then respective Units, the amount of the funds specified in such request (any such loan from a Member being herein referred to herein as a "Member Loan"). Each Member Loan pursuant to this Section shall bear interest at six percent (6%). No Member Loan pursuant to this Section shall increase or decrease the Capital Account of any Member, nor entitle such Member to an increase in such Member's share of the Distributions of the Company. If, at the time any funds are available for distribution to the Members, such funds are not adequate to pay all Member Loans in full, payment shall be made on such Member Loans pro rata according to the outstanding balance of principal and interest on each Member Loan.

ARTICLE VI ALLOCATIONS OF PROFIT AND LOSS; TAX ITEMS

6.1 Allocations of Profit and Loss. The net Profits and Losses and other items of income gain, loss and deduction shall be allocated to the Members according to their Membership Interests in the Company, subject to any special allocations required or permitted hereunder or by the Code or Regulations.

6.2 Regulatory Special Allocations. As required by the Code and Regulations: (i) items of income and gain shall be specially allocated to the Members in accordance with the qualified income offset provision set forth in Regulation § 1.704-1(b)(2)(ii)(d); (ii) any and all "partnership nonrecourse deductions" (as defined in Regulation § 1.704-2(b)(1)) of the Company for any fiscal year or other period shall be allocated to the Members in proportion to their Membership Interests; (iii) any and all "partner nonrecourse deductions" (as defined in Regulation § 1.704-2(ii)(2)) attributable to any "partner nonrecourse debt" (as defined in Regulation § 1.704-2(b)(4)) shall be allocated to the Member that bears the "economic risk of

loss" (as determined under Regulation § 1.752-2) for such "partner nonrecourse debt" in accordance with Regulation § 1.704-2(i)(1); (iv) items of income and gain shall be specially allocated to the Members in accordance with the partnership minimum gain charge back requirements set forth in Regulation §§ 1.704-2(f) and (g); and (v) items of income and gain shall be specially allocated to each Member with a share of the minimum gain attributable to any "partner nonrecourse debt" in accordance with the partner minimum gain charge back requirements of Regulation §§ 1.704-2(i)(4) and (5).

6.3 Limitation on Losses. If any allocation of Loss (or item thereof) would, but for this Section, create an impermissible Adjusted Capital Account Deficit with respect to a Member as of the end of the taxable year, such loss or deduction shall be allocated to the remaining Members in proportion to their Membership Interests specified in Exhibit A so as to allocate the maximum permissible loss to each Member under Regulation § 1.704-1(b)(2)(ii)(d).

6.4 Restorative Allocations. To the extent any Company items have been allocated to any Members pursuant to the regulatory allocations or limits of this Article, thereby causing an unintended distortion among the Member's Capital Account balances, offsetting special allocations in the current year and/or subsequent years shall be made to those Members or to other Members sufficient to restore the net effect of all allocations to the intended Capital Account balances, unless otherwise prohibited by the Code or Regulations.

6.5 Built-in Gain or Loss; Section 704(c) Allocations. In the event that the book value of an item of Company property differs from its adjusted tax basis, taxable income, gain, loss and deduction, including allocations of depreciation, amortization and depletion, with respect to such property shall be made solely for federal and state income tax purposes (and not for capital account purposes) in a manner that takes into account the variation between book value and adjusted tax basis in accordance with Code Section 704(c) and Regulations §§ 1.704-3, 1.704-1(b)(2)(4)(f) and 1.704-1(b)(4)(i), as appropriate.

6.6 Tax Matters.

(A) Withholding. The Company is authorized to withhold from distributions or with respect to allocations to the Members and pay over to any appropriate taxing authority any amounts required to be so withheld pursuant to the Code and any provisions of federal, state, or local law and shall allocate such amounts to the Members with respect to which such amount was withheld.

(B) Tax Elections. The Managers shall have the authority to make any Company elections permitted under the Code for federal income tax purposes, including without limitation, elections as to methods of depreciation, curative or remedial allocations under Section 704(c) and elections under Section 754.

(C) Tax Matters Member. If required under the Code or Regulations to represent the Company, W. Jerrold Black is hereby designated on behalf of the Company as the tax matters member within the meaning of Code Section 6231(a)(7).

ARTICLE VII
DISTRIBUTIONS

7.1 Distributions. Except as otherwise provided in Section 7.2, Net Cash Flow shall be distributed, as and when directed by the Managers in their reasonable discretion to the Members in proportion to their respective Membership Interests as in effect on the date of such distribution.

7.2 Distributions to Fund Tax Liabilities. Unless otherwise agreed by the Members and to the extent that cash is available, the Managers may make cash distributions on or before April 1st of each year in amounts sufficient for each Member timely to pay all or substantially all tax liabilities that may be due in respect of the various distributive share items relating to the Company's income allocated to such Member for the immediately preceding year, after taking into account all distributions under Section 7.1 for such year. All computations to determine the required cash distributions hereunder shall be made by the Company's regular firm of certified public accountants based on (i) the assumption that each Member pays federal income taxes at the highest stated rate applicable to any individual under the Internal Revenue Code of 1986, as amended, and state income taxes at the highest stated rate applicable to any individual in the State of Georgia, and (ii) such other uniform assumptions as said accounting firm may deem fair, equitable and appropriate under the circumstances. All such computations shall be final and binding on the Members.

ARTICLE VIII
ASSIGNMENT OF INTERESTS; ADMISSION; WITHDRAWAL

8.1 Generally. No Member shall have the right to assign, transfer, give, sell or pledge as security for borrowed funds all or any part of, or rights or interest in, such Member's Membership Interest in the Company or to make any other disposition of all or any portion of such Membership Interest to any Person, including the Company, unless such transfer is made with the written consent of all of the Members or as otherwise specifically provided for in this Agreement.

8.2 Acceptable Transfers. Notwithstanding Section 8.1 hereinabove, Members may assign or bequeath their Membership Interests (a) if Member is an individual, to Member's spouse or any lineal descendant of Member, or to a trust, family limited liability company or family partnership for the exclusive benefit of Member, Member's spouse or any lineal descendant of Member (during life or at death), (b) if Member is a corporation, partnership, limited liability company or other business association, to one or more shareholders, partners or members or owners of Members or to an affiliated entity under common control with Member, or (c) if Member is trust established pursuant to Section 501(a) the Code then to any individual who is a participant of the qualified retirement plan associated with such trust, or a beneficiary designated by a participant, so long as the interests transferred under this subparagraph (c) shall be under the management and control of W. Jerrold Black and Robert W. Schivera, or such persons as they may designate, in writing, as substitutes to serve such roles. All Persons receiving a Membership Interest pursuant to this item shall be considered as a "Permitted Transferee."

8.3 Requirements of All Transfers. Notwithstanding any other provision hereof, there shall be no sale, assignment or other transfer of any Membership Interest unless the following requirements are met to the satisfaction of the Company: (i) the transfer will not require the registration of Membership Interests under any applicable federal or state securities laws; (ii) the transfer will not result in the termination of the Company pursuant to Code Section 708; (iii) the transferee (other than the Company) delivers to the Company a written instrument agreeing to be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto; and (iv) the transferee (other than the Company) supplies such guarantees, opinions of counsel, agreements and other information as the Company and non-transferring Members may require. Any transferee not admitted as a Member shall be only an assignee of the transferring Member's economic interest in the Company.

8.4 Admission of a Member. No Person (whether a transferee or otherwise), except a permitted transferee under Item 8.2 hereinabove, shall be admitted as a Member of the Company unless such Person and the terms and conditions of his or her admission are unanimously approved by the Members, and such Person or Permitted Transferee must execute and deliver such instruments in form and substance reasonably satisfactory to the Managers as may be necessary or desirable to effect such admission and to confirm the agreement of the new Member to be bound by all of the terms and conditions of this Agreement.

8.5 No Voluntary Withdrawal. No Member shall be entitled to voluntarily withdraw from the Company, whether as provided in O.C.G.A. § 14-11-601(c) or otherwise, except with the prior written consent of all Members, which consent shall set forth the terms and conditions of such withdrawal.

ARTICLE IX DISSOCIATION, DISSOLUTION AND WINDING UP

9.1 Dissociation. In accordance with O.C.G.A. § 14-11-405, no Member shall be entitled to payment of the value of his or her Membership Interest in the Company upon an event of dissociation, except to the extent and in the manner unanimously agreed upon by the Members.

9.2 Dissolution. The Company shall be dissolved upon the first to occur of:

- (a) The unanimous written agreement of the Members to dissolve;
- (b) A judicial or administrative dissolution or a dissolution by operation of law; or
- (c) Ninety (90) days after an event of dissociation with respect to the last remaining Member of the Company.

9.3 Winding Up.

(A) Upon dissolution of the Company, the affairs of the Company shall be wound up by the Manager, or if none, the Members. Upon the winding up of the Company, the assets of the Company shall be applied first to the payment of

the outstanding Company liabilities. Additionally, an appropriate reserve may be established in an amount determined by the person in charge of liquidating the Company for any contingent liability until such contingent liability is satisfied. The balance of such reserve, if any, shall be distributed, together with any other cash or property remaining after payment of the outstanding Company liabilities, to the Members (after taking into account previous allocations of Profit or Loss and distributions of cash or property, if any) in accordance with their respective positive Capital Account balances, as adjusted, and thereafter in accordance with their Membership Interests.

(B) No Member shall be obligated to restore the amount of his deficit capital account balance, if any.

ARTICLE X **ACCOUNTING; RECORDS**

10.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.

10.2 Method of Accounting. The Company's books of account shall be maintained, and its income, gains, losses, deductions and credits shall be determined and accounted for, in accordance with such method of accounting as may be adopted by the Managers for federal income tax purposes.

10.3 Financial Statements; Tax Return. Within ninety (90) days after the close of each fiscal year of the Company, the Company shall have its federal income tax return and Schedules K-1 for all Members prepared and distributed. Financial statements shall be prepared and distributed only to the Members. The financial statements shall be unaudited unless any of the Members request audited statements; provided, however, that the Member or Members requesting audited financial statements shall bear the cost of such audit.

10.4 Records. The Company shall maintain at its Principal Office all records required by law to be maintained, including a copy of this Agreement and all amendments thereto, the Articles and all amendments thereto, and the Company's federal, state, and local income tax returns, reports, and accompanying or supporting documentation.

10.5 Location of and Access to Books and Records. The Company's books of account shall be kept at the Principal Office of the Company. The Company books shall be open to examination and copying by any Member or the authorized representative(s) of any Member, at the expense of such Member and at any reasonable time, provided that the Member shall notify the Company at least one (1) business day prior to such inspection.

ARTICLE XI
MISCELLANEOUS

11.1 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given (i) when delivered if personally delivered or sent by overnight courier (such as Federal Express), (ii) upon successful transmission if sent by email or facsimile, or (iii) within two (2) business days after the date post marked by the United States Postal Service. Such notices shall be sent, if to the Company to the Principal Office of the Company and, if to the Members, to the address of the Members as shown on Exhibit B or in the records of the Company.

11.2 Successors and Assigns. This Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members and to their respective successors, assigns, legal representatives and assigns permitted under this Agreement ("permitted successors"), and each Member agrees, on behalf of themselves, or their permitted successors or assigns, to execute any instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Agreement. It is the intention of the Members that, during the term of this Agreement, the rights of the Members and their permitted successors or assigns, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or permitted successor to assign, transfer, sell or otherwise dispose of or deal with their interest in the Company shall be subject to the limitations and restrictions of this Agreement.

11.3 Amendment. Any provision of this Agreement may be amended or modified by a written instrument executed by Members owning at least seventy-five percent (75%) of the total outstanding Membership interests. Additionally, amendments to the schedule of Members after any new issuance, redemption, repurchase or transfer of interests in accordance with this Agreement may be made by the Manager without the consent of or execution by any of the Members.

11.4 No Right to Dissent. No Member shall be entitled to dissent and obtain payment of the value of his Membership Interest (and/or Membership Rights in the case of a Member) in the Company, pursuant to O.C.G.A. § 14-11-1001 *et. seq.*, or otherwise, with respect to any action taken by the Company or the Members.

11.5 Other Instruments. The Members covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient from time to time to effectuate and carry out the letter and intent of this Agreement.

11.6 No Waiver. The failure of any Member to insist upon strict performance of any covenant or obligation under this Agreement shall not be a waiver of such Member's right to demand strict compliance therewith in the future. No course of conduct shall be construed as a waiver of this or any other section.

11.7 Integration. This Agreement constitutes the full and complete agreement of the Members with respect to the subject matter hereof.

11.8 Captions, Etc. Titles or captions of Articles and Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define,

limit, extend or describe the scope of this Agreement or the intent of any provision hereof. References in this Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement unless otherwise stated.

11.9 Number and Gender. Whenever required by the context, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter, and vice versa.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute for all purposes one and the same Agreement.

11.11 Severability. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

11.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

11.13 No Partnership for Non-Tax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a Partnership or be a partner to one another or partners as to any third party under either the Georgia Uniform Partnership Act or the Georgia Uniform Limited Partnership Act. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

11.14 Determination of Matters Not Provided for in this Agreement. The Managers, acting reasonably in good faith, shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

11.15 Attorney's Fees. If any action at law or equity shall be brought to recover for or on the account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing Member shall be entitled to recover from the other Member as part of the prevailing Member's cost reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

11.16 Drafting. The Members acknowledge that the Company's counsel, Oliver Maner LLP, prepared this Agreement on behalf of and in the course of its representation of the Company, as directed by its Members. Each Member acknowledges that they are aware that there may be a conflict between his interest and those of the Company and the other Members; that they have been advised by the Company's counsel to seek the advice of independent counsel; and that they have had the opportunity to seek the advice of independent counsel.

11.17 Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a sole arbitrator. The arbitration shall be governed by the Georgia Arbitration Code (O.C.G.A. § 9-9-1 et seq.) and judgment upon the award rendered by the arbitrator may be entered by the Superior Court of Chatham County, Georgia, or any other court of competent jurisdiction. The place of arbitration shall be in Chatham County,

Georgia. Notwithstanding the preceding provisions of this paragraph, either party may seek appropriate equitable relief from the Superior Court of Chatham County, Georgia, pending the outcome of such arbitration. The arbitrator shall award costs and expenses, including reasonable attorney's fees, in favor of the party who substantially prevails in the arbitration. In the event any party to the arbitration institutes suit to enforce the arbitration, the court shall award costs and expenses, including reasonable attorney's fees, in favor of the prevailing party.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement of
ROCKINGHAM FARMS, LLC on the day above first written.

~~SON HOLDINGS, LLC~~

By: *Jack Wardlaw*
Its: *Manager*

Signed, sealed and sworn
in the presence of:

Emily Boswell

Witness

Crystal Leigh White
Notary Public



Signed, sealed and sworn
in the presence of:

Emily Boswell

Witness

Crystal Leigh White
Notary Public

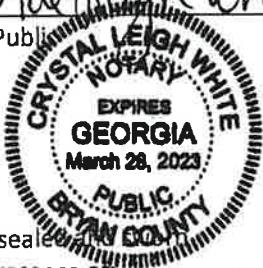


Signed, sealed and sworn
in the presence of:

Emily Boswell

Witness

Crystal Leigh White
Notary Public



Signed, sealed and sworn
in the presence of:

Emily Boswell

Witness

Crystal Leigh White
Notary Public



~~JW Rockingham, LLC~~

By: *Jack Wardlaw*
Its: *Manager*

~~S.R. Hall Management, LLC~~

Steve Hall
By: *Steve Hall*
Its: *MANAGER*

W. JERROLD BLACK and ROBERT W. SCHIVERA
as TRUSTEES of the LEE & CLARK, P.C. PROFIT
SHARING PLAN AND TRUST, a subtrust of the
LEE, BLACK & HOLLIS, P.C. PROFIT SHARING
PLAN AND TRUST



By: W. JERROLD BLACK
Its: TRUSTEE

Signed, sealed and sworn
in the presence of:

Delia E. Elmore

Witness



Regina K. Flanagan

Signed, sealed and sworn
in the presence of:

Witness

By: ROBERT W. SCHIVERA
Its: TRUSTEE

W. JERROLD BLACK, TRUSTEE under TRUST
AGREEMENT DATED OCTOBER 1, 1987, FOR THE
BENEFIT OF LITTLETON B. BLACK, NANCY BLACK
LEAVITT AND W. JERROLD BLACK, AS TENANTS
IN COMMON



By: W. JERROLD BLACK
Its: TRUSTEE

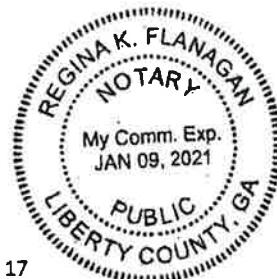
Signed, sealed and sworn
in the presence of:

Delia E. Elmore

Witness

Regina K. Flanagan

Notary Public



W. JERROLD BLACK and ROBERT W. SCHIVERA
as TRUSTEES of the LEE & CLARK, P.C. PROFIT
SHARING PLAN AND TRUST, a subtrust of the
LEE, BLACK & HOLLIS, P.C. PROFIT SHARING
PLAN AND TRUST

By: W. JERROLD BLACK
Its: TRUSTEE

Signed, sealed and sworn
in the presence of:

Witness

Notary Public

R.W.Sch

By: ROBERT W. SCHIVERA
Its: TRUSTEE

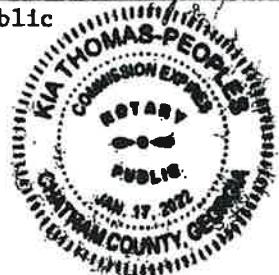
Signed, sealed and sworn
in the presence of.

Doris Phinall

Witness

Kia L Thomas-Peoples

Notary Public



Signed, sealed and sworn
in the presence of:

Witness

Notary Public

W. JERROLD BLACK, TRUSTEE under TRUST
AGREEMENT DATED OCTOBER 1, 1987, FOR THE
BENEFIT OF LITTLETON B. BLACK, NANCY BLACK
LEAVITT AND W. JERROLD BLACK, AS TENANTS
IN COMMON

By: W. JERROLD BLACK
Its: TRUSTEE

EXHIBIT A

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN CHATHAM COUNTY, GEORGIA AND BEING ALL OF THE HIGH LAND AND MARSHLAND DESCRIBED UPON THAT CERTAIN MAP OR PLAT ENTITLED " PLAT OF ROCKINGHAM FARM AND LOT 45, BERVERLY FARMS SUBDIVISION, 7TH G.M . DISTRICT CHATHAM COUNTY, GEORGIA", PREPARED FOR DELORES A. DIAMOND, DONALD E. AUSTIN, WILLIAM E. SHARPE AND JOYCE AUSTIN BY HELM LY & ASSOCIATES INC., ENGINEERS-SURVEYORS, DATED APRIL 1, 1986, RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN PLAT BOOK 8-P, PAGE 27. IT IS THE EXPRESS INTENTION HEREOF TO CONVEY ALL OF THE CONTIGUOUS REAL PROPERTY GENERALLY KNOWN AS ROCKINGHAM FARM OWNED BY B. F. DIAMOND AT THE DATE OF HIS DEATH. REFERENCE IS HEREBY MADE TO A MAP OR PLAT PREPARED BY FRANK J. FORD, REGISTERED LAND SURVEYOR, DATED OCTOBER 2, 1965, RECORDED IN PLAT RECORD BOOK R, PAGE 154, IN THE AFORESAID CLERK'S OFFICE. THIS IS THE SAME PROPERTY CONVEYED TO SAVANNAH BANK & TRUST COMPANY OF SAVANNAH, TRUST U/A S.E.R.P., LEE AND CLARK ET AL. DATED MAY 5, 1986, RECORDED IN DEED BOOK 130-F, PAGE 851, IN THE AFORESAID CLERK'S OFFICE AND ALSO ANY RIGHTS OF REVERSION TO ANY PORTION THEREOF. SAVING AND EXCEPTING HOWEVER SUCH PARCELS AS SHOWN OF RECORD TO HAVE BEEN PREVIOUSLY CONVEYED INCLUDING RIGHT-OF-WAY FOR THE TRUMAN PARKWAY TO CHATHAM COUNTY, GEORGIA, BY DEED DATED JANUARY 15, 1990, RECORDED IN DEED BOOK 144 -N, PAGE 658 IN THE AFORESAID CLERK'S OFFICE AND THAT CERTAIN 20 ACRE TRACT CONVEYED TO THE BOARD OF EDUCATION FOR THE CITY OF SAVANNAH AND COUNTY OF CHATHAM, DATED SEPTEMBER 27, 1994, RECORDED IN DEED BOOK 169-J, PAGE 165, IN THE AFORESAID CLERK'S OFFICE.

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN CHATHAM COUNTY, GEORGIA, KNOWN GENERALLY AS THE RAHN TRACT AND BEING MORE PARTICULARLY DESCRIBED UPON A PLAT ENTITLED " PLAT OF 171.179 ACRES BEING A PORTION OF THE DAVID RAHN DAIRY TRACT AT ROCKINGHAM FARM, REVISED FEBRUARY 26, 1999, RECORDED IN PLAT RECORD BOOK 16-P, PAGE 30, IN THE AFORESAID CLERK'S OFFICE THIS IS THE SAME PROPERTY CONVEYED TO ANGIE A. BLACK, ET. AL, BY WARRANTY DEED DATED APRIL 21, 1986, RECORDED IN DEED BOOK 130-C, PAGE 123, IN THE AFORESAID CLERK'S OFFICE. SAID MAP AND DEED ARE INCORPORATED HEREIN BY REFERENCE .SAVING AND EXCEPTING, HOWEVER, THAT CERTAIN TRACT OR PARCEL OF LAND CONVEYED TO COASTAL EMPIRE MONTESSORI COMMUNITY ORGANIZATION, INC. BY DEED DATED JUNE 29, 2008, RECORDED IN DEED BOOK 342-V, PAGE 611, IN THE AFORESAID CLERK'S OFFICE.

EXHIBIT B

<u>Name of Member</u>	<u>Member's Interest</u>
SON HOLDINGS, LLC	12.20%
S.R. Hall Management, LLC	23.297%
JW Rockingham, LLC	17.472%
Jerry Wardlaw	17.031%
W. Jerrold Black and Robert Schivera as Trustees of the Lee & Clark, P.C. Profit Sharing Plan and Trust, a subtrust of the Lee, Black & Hollis, P.C. Profit Sharing Plan and Trust	24.89%
W. Jerrold Black, Trustee under Trust Agreement Dated October 1, 1987, for the benefit of Littleton B. Black, Nancy Black Leavitt and W. Jerrold Black	5.11%



COASTAL RESOURCES DIVISION
ONE CONSERVATION WAY · BRUNSWICK, GA 31520 · 912-264-7218

WALTER RABON
COMMISSIONER

DOUG HAYMANS
DIRECTOR

October 28, 2025

Asher Howell
Newkirk Environmental
73 Sea Island Parkway, Suite 23
Beaufort, SC 29907

RE: Coastal Marshlands Protection Act (CMPA) Permit Application for fill of approximately 1.82 acres of an existing tidal canal and construction of a stormwater canal, Savannah Economic Development Authority (SEDA), Buckhalter Road, Savannah, Chatham County, Georgia

Dear Mr. Howell:

The department has reviewed your application dated September 23, 2025, for the proposed project associated with Rahn Dairy Tract, Buckhalter Road, Salt Creek Tributary, Savannah, Chatham County, Georgia on behalf of the Savannah Economic Development Authority (SEDA).

The proposed project includes fill of approximately 1.82 acres of a tidal canal and construction of a new stormwater canal within upland in the project area.

To date, our files contain the following items:

1. A properly executed CMPA Application;
2. A properly executed Federal Consistency Certification Statement;
3. A copy of the deeds and plats;
4. Discussion on why the permit should be granted;
5. Alternative site discussion;
6. Project Plans;
7. Property boundary plat showing all existing and proposed structures;
8. A list of all current adjoining landowners together with such owners' addresses;
9. A copy of the PCN;
10. A copy of 401 Water Quality Certification;
11. A verified CMPA jurisdictional determination;
12. An application fee of \$500.00;

Staff has identified additional information that is needed before the application can be placed on public notice. Note that much of the information requested is taken directly from the Instructions for Completing CMPA Permit Application (pages 1-7). Keep in mind that an application needs to be "substantially complete" before it can be presented to the Coastal Marshlands Protection Committee (CMPC). The following items are requested before the application can be placed on Public Notice:

1. A properly executed Revocable License identifying the waterway associated with the proposed project;

2. Please provide additional discussion on how the proposed project fulfills the stated basic project purpose of providing logically reliable rail and truck service.
3. Please provide additional discussion on how the proposed drainage project fulfills the stated purpose of providing improved infrastructure including roads, utilities and public transportation.
4. Please provide additional discussion on how the stated purpose of the proposed drainage project would improve regional drainage, reduce the risk of flooding and water damage to the local community, and would help to mitigate potential damage caused by severe weather events.
5. Please provide additional discussion on how the proposed project design addresses the State's Public Interest consideration specifically related to increased erosion, shoaling of the channels, or stagnant areas of water that may be created as a result of this project and whether or not unreasonably harmful obstruction to or alteration of the natural flow of navigational water within the affected area will arise as a result of the proposal;
6. A statement certifying that the project is not over a hazardous waste site or landfill;
7. Exhibit(s) of impacts to CMPA jurisdiction specific to Tract 2 of the development;
8. Any, and all, recorded Easements, Right of Way agreements, and associated exhibits burdening Tract 2.
9. Written authorization from an authorized agent of the Easement or ROW holders allowing ingress, egress, and / or construction of permanent structures in the recorded easement;
10. A site plan delineating and quantifying the upland component of the project. The upland component is defined as all those service areas, amenities, and recreational areas located inland of the CMPA jurisdiction line that serve or augment the functioning of the marshlands component of the project. Include any facilities adjacent to or in proximity to the marshlands component of the project that will serve exclusively or primarily the users of the marshlands component of the project.
11. An exhibit illustrating the 50ft. CMPA marshlands buffer for the parcel as measured horizontally inland from the coastal marshlands-upland interface (verified JD line). This includes existing and proposed impervious surfaces or pre-existing structures within the delineated buffer (ie: paved roads, parking lots, drainage infrastructure, utilities, and outfalls) as well as all activities that will occur within the 50ft. CMPA marshlands buffer. This includes, but is not limited to clearing, grading, filling, construction, and paving associated with the proposed project in or through the 50ft. CMPA marshlands buffer;
12. Documentation of the existing condition of delineated buffer.
13. Details for all temporary impacts in CMPA jurisdiction from construction of the project. All impacts must be quantified;
14. Description of buffer design, installation, and maintenance plans. Applicant should refer to the current edition of the Georgia Stormwater Management Manual for technical specifications and standards specific to buffers.
15. Description and identification on site plan of any temporary structures proposed within the delineated buffer that are necessary for the construction of the marshlands component of the project.
16. Description and identification on site plan of any vegetated plantings or grading of vegetation within the delineated buffer. Applicant is referred to the Georgia Stormwater Management Manual. Note: Planting and grading within the buffer must be designed and installed to enhance stormwater treatment.

17. Description of your Stormwater Plan for the upland component of the project. Note: No discharge of untreated stormwater is allowed from developed or disturbed areas, whether surface or piped, to coastal marshlands from the upland component of the project (unless waiver is granted by Committee).
18. A letter from the local governing authority of the political subdivision in which the property is located stating that the applicant's proposal to fill wetlands, clear vegetation, grade upland, construct a drainage canal in the upland at this location is not violative of any zoning law (§ 12-5-286(b)(6)). The submitted letters of support are suitable for submission, but are not considered to meet the statutory requirement that the project does not violate zoning laws.
19. A discussion of the activities that certify that the project will be conducted in compliance with applicable erosion and sediment control responsibilities;

After reviewing the requested items above, I will make myself available to discuss the RFI and answer any questions you have in advance of submitting the additional information. My goal is to facilitate your submission of the requested information.

Once your application is substantially complete, CRD will begin the 30-day public notice process. During the public comment period, the committee will be reviewing the project. I will notify you of any additional information requested by them as provided in the Official Code of Georgia Annotated (O.C.G.A.) 12-5-286. Public comments and questions about your project will be forwarded to you for a written response. As I stated, I will assist you throughout the process.

I look forward to working with you towards providing a substantially complete permit application to the Coastal Marshlands Protection Committee for their consideration. Please feel free to contact me at 912266.3695 with any questions or comments.

Sincerely,



Deb Barreiro
Coastal Permit Coordinator
DNR Coastal Resources Division

cc: Cole Chenowith, P.E.
Development Project Manager
Landmark 24, LLC
2702 Whatley Ave, Suite B-1
Savannah, GA 31404

CMP20250044

ROCKINGHAM FARMS, LLC
2702 Whatley Avenue, Suite B-1
Savannah, Georgia 31404
Phone: (912) 925-3440 • Fax: (912) 925-9922

March 23, 2023

Re: Rockingham Farms PH II Ditch Crossings Ownership Response

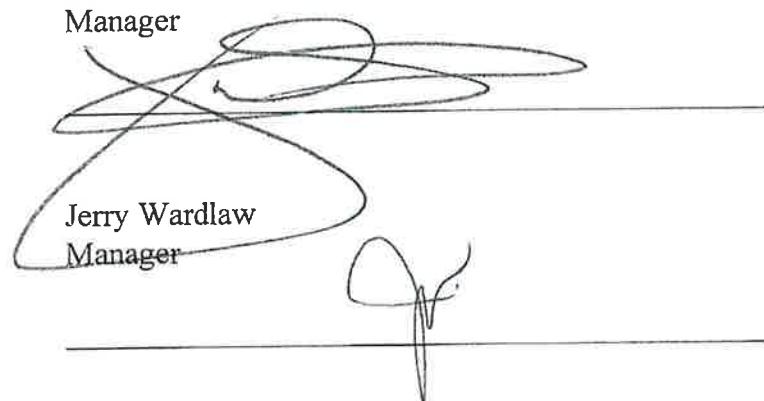
Mr. Bennett,

This letter serves to affirm the rights and powers of the majority interest holders of Rockingham Farms, LLC. Together, Jack Wardlaw, Jerry Wardlaw and Steve Hall have a combined interest of 70% through holding companies and personal interest as expressed in the provided Operating Agreement dated July 15th, 2019. The powers of the Co-Managers is expressly stated in 'Article III' of this agreement which also lists Jack, Jerry and Steve as Co-Managers. Furthermore, if thoroughly reviewed, one would see that throughout the duration of ownership for the subject property spanning over 20 years, Jack, Jerry and Steve's signatures have been signed on a multitude of deeds, agreements and applications, many of which are recorded public record.

There is no question of the authority for each or all of these owners' power to sign for Rockingham Farms, LLC. We hope this satisfies your remaining comments and we look forward to a timely review and approval of the requested permitted activity.

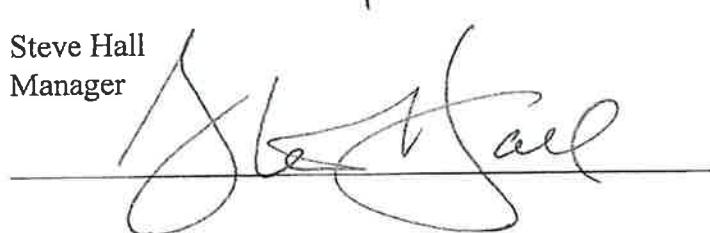
Regards,

Jack Wardlaw
Manager



Jerry Wardlaw
Manager

Steve Hall
Manager



STATE OF GEORGIA
COUNTY OF _____

SUBJECT: _____
L.F. NO. _____

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of February 15th, 2022 by and between GEORGIA POWER COMPANY, a Georgia corporation ("Georgia Power"), and ROCKINGHAM FARMS, LLC, a Georgia limited liability company ("Licensee").

BACKGROUND

Georgia Power owns certain rights of way and other property interests within the State of Georgia in the 7th Georgia Military District, Chatham County, Georgia (the "Property"), shown as on Exhibit A attached hereto and made a part hereof by reference. Licensee desires to construct and install certain facilities consisting of a drainage canal, a compacted access road alongside such canal, and three (3) separate perpendicular utility crossings, including a sixteen inch (16") water main, a six inch (6") City of Savannah sewer force main and a four inch (4") private sewer force main (collectively, the "Facilities"), all as shown on those certain plans entitled Civil Construction Plans for Rockingham Farms, prepared by Coleman Company, dated November 2, 2021 (the "Plans"), within the portion of the Property identified as Exhibit A (the "License Area"). Georgia Power is willing to grant Licensee a non-exclusive license to install the Facilities within the License Area, and to utilize the License Area in connection with such installation, subject to the terms and conditions set forth in this Agreement.

Accordingly, the parties agree as follows:

TERMS AND CONDITIONS

1. License

On the terms and subject to the conditions set forth herein, Georgia Power hereby grants to the Licensee and the Licensee hereby accepts from Georgia Power a non-exclusive license solely to construct and maintain the Facilities within the License Area, and to utilize the License Area during construction of the Facilities. The Facilities must be located solely within the License Area. The Licensee agrees to obtain all necessary rights from the owners of the lands crossed by the License Area in the event neither Licensee nor Georgia Power owns said land and rights in fee. Further, the Licensee agrees to utilize the License Area in such a manner as will not interfere with Georgia Power's activities and facilities. The Licensee further agrees that the Licensee's uses of the License Area are

subject to those restrictions contained in Exhibit B attached hereto and made a part hereof by reference.

2. Priority of Rights

Licensee agrees that the use of the License Area as herein provided shall in no way affect the validity of Georgia Power's existing property rights and shall in no way modify or restrict the use or rights of Georgia Power, its successors or assigns, in and to the License Area used. Licensee acknowledges Georgia Power's right and title to the Property and the priority of Georgia Power's right of use and hereby agrees not to resist or assail said rights. The License Area may be used by Georgia Power, its agents, employees, successors and assigns, with or without notice to Licensee. Notwithstanding any provision of this Agreement to the contrary, Georgia Power will have the right with respect to the License Area (a) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto overhead and underground electric transmission and distribution lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables and equipment, and protective wires and devices, and communications lines, cables and equipment (including, without limitation, "Communications Facilities" as hereinafter defined); (b) to construct, install, use, patrol, obtain access to, operate, maintain, repair, inspect, renew, rebuild, reconstruct, replace, improve, upgrade, enhance and add onto additional transmission, distribution, and communications lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables and equipment, and protective wires and devices, including, without limitation, Communications Facilities [Communications Facilities means (x) equipment, systems or facilities used for or in connection with communications by radio, including without limitation, microwave towers, mobile base radio towers, radio base repeater towers, telemeter transmitters, multiple address system radios or power line carrier equipment, and any permits, licenses or leases relating to any one or more of the foregoing, and (y) equipment, systems or facilities used for or in connection with light wave communications over optical fibers, including without limitation, optical fibers, optronic or photo-optronic equipment, repeaters, junctions, splice enclosures or equipment for the conversion of light signals to or from radio or electronic signals, and any permits, licenses or leases relating to any one or more of the foregoing]; (c) to use the License Area for pedestrian and vehicular access to and from any property from time to time owned or leased by Georgia Power, or on, across, over or under which Georgia Power has easement rights; and (d) to make any other use of the License Area not inconsistent with the license in the License Area.

3. Limit on Use

Licensee will not use any area within the License Area in any manner that may interfere with Georgia Power's use and enjoyment thereof. If Georgia Power determines, at any time, that the Facilities or the location thereof interfere with the reasonable business needs of Georgia Power, then the Licensee will, within ninety (90) days of notice from Georgia Power, remove such Facilities from the License Area at the Licensee's sole cost and expense, and restore the License Area to a condition substantially similar to that existing immediately prior to the placement of the Facilities within the License Area. Georgia Power will cooperate with the Licensee in good faith to find a mutually agreeable location within the Property, if possible, to relocate such removed Facilities, and if such a location is available, then Licensee may, at its sole cost and expense, relocate such Facilities to such alternative location pursuant to another "License Agreement" executed by the parties hereto. This Agreement will automatically terminate upon the removal of the Facilities pursuant to this Section 3.

4. Fee

In exchange for the right to place the Facilities within the Property, Licensee will pay to Georgia Power a fee of Five Thousand and 00 /100 Dollars (\$5,000.00).

5. No Underground Access

Licensee will not install any manholes or other means of underground access to the Facilities within the License Area.

6. No Representation

This Agreement and the license in the License Area are made and granted by Georgia Power and accepted by Licensee subject to (a) all matters affecting the License Area, recorded and unrecorded, (b) all taxes and assessments, (c) all laws, ordinances, rules and regulations of any governmental authority or agency, including without limitation zoning restrictions, which may now or hereafter be applicable to the License Area, and (d) previous and future rights granted by Georgia Power to third parties. Georgia Power makes no representations or warranties regarding title to the License Area.

7. Hazardous Substances

The Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Property. In the event that such substances are drained or spilled upon the Property by Licensee, its agents, employees, contractors or invitees, the Licensee agrees to be responsible for all costs attributable to or arising from the removal and clean up of said substances, to the satisfaction of Georgia Power, from the Property.

8. Safety

The Licensee will not use, and will prohibit its agents, employees and contractors from using, any tools, equipment or machinery within ten feet (10') of Georgia Power's overhead conductors. The Licensee agrees to comply with the Official Code of Georgia (the "Code") Section 46-3-30 *et seq* (High-Voltage Safety Act) and any rules and regulations promulgated thereunder, and any other applicable State and Federal laws. The Licensee will install, maintain and operate the Facilities in accordance with all requirements of the National Electrical Safety Code, as revised, any successor code designated by Georgia Power, and any applicable law or regulation that may be issued by an appropriate authority ("Safety Codes"). The Licensee further agrees to notify any contractors that may be employed by the Licensee to perform any of the work required in this Agreement of the existence of the Code and Safety Codes and their applicable regulations by requiring said work to be performed in compliance with said Code and Safety Codes and regulations by including same as a requirement in its requests for bids and including them in said contract let as a result of said bids. The Licensee will warn all persons whom the Licensee knows or should reasonably anticipate may be in the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous. The Licensee will not permit any individual to work on behalf of the Licensee within the Property or on any of the Facilities unless the individual has executed a general release in a form approved by Georgia Power. Licensee will maintain such releases at Licensee's offices and, upon request, deliver them to Georgia Power for review and inspection.

9. Condition

Licensee acknowledges that Georgia Power has made no representations as to whether the License Area is suitable for the uses contemplated herein, and Licensee accepts the License Area in its present condition as suitable for said uses. LICENSEE AGREES THAT LICENSEE IS ACCEPTING A LICENSE OVER THE LICENSE AREA "AS IS", "WHERE IS", "WITH ALL FAULTS" AND GEORGIA POWER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSE AREA, INCLUDING WITHOUT LIMITATION, THE CONDITION OR COMPLIANCE THEREOF WITH RESPECT TO ANY LAWS GOVERNING ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE OR OTHERWISE CONCERNING THE LICENSE AREA, OR THE FITNESS, MERCHANTABILITY, USE OR CONDITION THEREOF OR ANY MATTERS RELATED THERETO.

10. Insurance

The Licensee must maintain commercial general liability insurance, and require that its contractors acquire and maintain commercial general liability insurance, naming Georgia Power as an additional insured, that is sufficient to protect against and cover any claims, whether in contract, tort or otherwise, that may be made under this Agreement, and any damages that may be awarded pursuant to such claims. Such insurance will be in an amount not less than FIVE MILLION and NO/100 Dollars (\$5,000,000.00) per occurrence and in the aggregate for property damage, bodily injury or death, and upon request by Georgia Power Licensee will provide Georgia Power with a certificate of insurance evidencing such coverage.

11. Indemnification

Licensee will indemnify, save harmless and defend, and hereby releases, Georgia Power from the payment of any sum of money to any person (including third persons, subcontractors, the Licensee, Georgia Power and their respective employees) on account of any claim or suit resulting from injuries to persons (including death) including payments made under any Workers' Compensation law or any plan for employees' disability or death benefits or damage to property (including property of Georgia Power) in any way attributable to or arising out of the use of the License Area by the Licensee, its agents, employees, contractors and invitees as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and including any claim resulting from the contributory negligence of Georgia Power. The foregoing obligation will not apply to the extent the personal injury and property damage claimed have been caused by the sole negligence, the proven gross negligence or the willful or intentional misconduct of Georgia Power, its agents or employees. Licensee having accepted the License Area in its present condition and having agreed that the License Area may not be suitable for the uses intended by Licensee and further that the License Area may not be in a safe or proper condition for such uses described hereinabove, if the liability of Georgia Power arises due to the condition of the License Area or the suitability of the License Area for the uses intended in this Agreement, such shall not be deemed the sole negligence of Georgia Power.

12. Contractor's Indemnification

Licensee hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done within the License Area, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend Georgia Power, its agents and employees, from payment of any sum or sums of money by

reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Facilities, projects or programs conducted within the License Area.

13. Limitation of Liability

Georgia Power will not be liable to Licensee for any interference with or damage to the Facilities unless caused by Georgia Power's proven gross negligence or willful misconduct.

Georgia Power will not be liable to Licensee for any incidental, consequential or special damages suffered by the licensee, including lost profits, lost savings or loss of use.

14. Liens

Licensee shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Property by reason of work, services or materials supplied to or claimed to have been supplied to Licensee and if any such lien should at any time be filed against the Property, Licensee shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within thirty (30) days of the date of such filing. If Licensee shall fail to discharge said lien within such period, in addition to any other rights or remedies of Georgia Power, Georgia Power may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by Georgia Power for any of the aforesaid purposes or for the satisfaction of any other lien caused by Licensee and all reasonable expenses of Georgia Power in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by Licensee to Georgia Power on demand.

15. Expenses and Restoration

The use of the License Area by Licensee, its agents, employees, contractors and invitees, shall be at the sole expense of Licensee, and Georgia Power is specifically relieved of any responsibility for damage to the Facilities of Licensee, resulting or occurring from the use of the License Area by Georgia Power. The Licensee agrees that immediately following any construction, installation or maintenance activities related to its Facilities, as contemplated herein, Licensee shall, at its sole cost and expense, restore all areas of the License Area not occupied by the Facilities which have been disturbed by such activities. All restoration of these lands shall be to a condition substantially the same as existed immediately prior to any such disturbances, including, without limitation, any and all necessary repairs and replacement of landscaping and pavement which may be removed and excavated by the Licensee, and all necessary repairs to restore the original contours and re-establish the ground cover to control erosion. Licensee shall also notify Georgia Power when the work is completed and Licensee shall provide a representative to accompany Georgia Power's representative on an inspection of the Property.

16. Costs for Rearrangement and Damages

Notwithstanding anything contained herein, Licensee agrees to reimburse Georgia Power for all costs and expense for any damage to Georgia Power's facilities resulting from the use of the License Area by Licensee, its agents, employees, contractors and invitees. Also, Licensee agrees, upon prior written notice and opportunity to cure, that if in the opinion of Georgia Power it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, add to, change or raise any of Georgia Power's facilities, the Licensee will either cure the cause of the interference by

relocating, rearranging or changing the Facilities at its sole cost and option or promptly reimburse Georgia Power for all necessary costs and expense involved in such relocation, rearrangement or raising of Georgia Power's facilities.

17. Inspections

Licensee must reimburse Georgia Power for costs incurred by Georgia Power for inspecting Licensee's installation, maintenance and operation of the Facilities and the use of the License Area by Licensee, its agents, employees, contractors or invitees.

18. Georgia Power Expenses

Licensee will be responsible for all expenses incurred by Georgia Power in conjunction with the approval, research, inspection and recording of the installation of Licensee's Facilities within the License Area.

19. Construction

Licensee shall install, locate and construct the Facilities in strict accordance with the Plans, in a good and workmanlike manner, in accordance with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations. Further, Licensee will submit as-built drawings to Georgia Power within ninety (90) days of completion of the work to become a part of Georgia Power's permanent records. Licensee, at Licensee's sole cost and expense, shall maintain the Facilities in good order and repair (including without limitation any necessary replacements).

20. Construction Notification

Licensee agrees to notify or have its contractor notify Carrie Walton, Savannah Transmission Maintenance Center Supervisor of Georgia Power at 912-306-2023, at least three (3) days prior to actual construction within the License Area.

21. Removal of Facilities

Within one hundred eighty (180) days after termination of this Agreement, the Licensee will remove, at its sole cost and expense, the Facilities from the License Area and will restore the License Area to a condition substantially similar to that existing prior to its use of same. If Licensee does not remove the Facilities within one hundred eighty (180) days, then Georgia Power may remove the Facilities and restore the License Area at the Licensee's sole cost and expense and without any liability for the Facilities. Licensee must reimburse Georgia Power for Georgia Power's costs associated with such removal and restoration within thirty (30) days of receipt of an invoice from Georgia Power.

22. Force Majeure

If any circumstance or event beyond the reasonable control of a party (including without limitation, an act of God, hurricane, tornado, rain, tidal wave, meteor shower, wind, hail, lightning, earthquake, snow, ice, extreme high or low temperature, change in the language or interpretation of any law or regulation, transportation delay, failure of telecommunications facilities, fire or explosion, riot, military action, usurped power, terrorist act or a governmental authority's act or omission) renders such party wholly or partly unable to perform any of its obligations under this Agreement, then such party will not be liable for any damages, costs, expenses or other consequences incurred by the other

party, or by any other person, caused by, and such party's obligations hereunder will be suspended during the continuation of, such circumstance or event.

23. Term and Termination

The term of this Agreement begins on the date hereof and continues until the Agreement is terminated pursuant to Section 3 hereof or either party gives the other party one hundred eighty (180) days written notice of its intent to terminate.

24. Notices

All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be mailed by first class United States certified mail, return receipt requested, postage prepaid, or deposited with a nationally recognized overnight carrier (such as, but not limited to, UPS or Federal Express) (delivery charges prepaid or billed to sender) for next business day delivery, or personally delivered to the applicable party at the addresses indicated below:

Georgia Power: Georgia Power Company
Attn: Donna Thornton
BIN 10151 – 15th Floor
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374

with a copy to: Georgia Power Company
Attn: Carrie Walton, Savannah Transmission Maintenance Supervisor
BIN 73903
3100 Kilowatt Drive
Savannah, Georgia 31405-1648

Licensee: Rockingham Farms, LLC
Attn: Jack Wardlaw
2702 Whatley, Avenue, Suite B-1
Savannah, Georgia 31404

or, as to each party, at such other address number as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this paragraph. All such notices, requests, demands and other communication shall be deemed given upon the earlier to occur of (a) the third day following deposit thereof postage prepaid in the United States registered or certified mail return receipt requested; (b) on the next business day after deposit with a nationally recognized overnight carrier as hereinabove provided; or (c) receipt by the party to whom such notice is directed. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

25. Assignment

Licensee may not assign any right or obligation under this Agreement, except with the prior written consent of Georgia Power, which written consent shall not be unreasonably withheld.

26. **Severability**

To the extent legally permissible, the parties will replace any illegal, invalid or unenforceable provision with a valid provision that will carry out the intention of the parties. If the parties are unable to replace any provision that is not essential to the commercial purpose of this Agreement, then the remaining provisions will remain in full force and effect.

27. **Governing Law**

Georgia law will govern the validity, interpretation and performance of this Agreement. The venue and jurisdiction for any litigation will be in courts of competent jurisdiction sitting in the State of Georgia, having proper venue determined in accordance with Georgia law. Each party hereby consents to personal jurisdiction in such courts and waives forum non conveniens.

28. **Complete Agreement**

This Agreement constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement.

29. **Binding Effect**

This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the parties hereto and their respective successors, assigns and successors in title.

30. **Miscellaneous**

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative to and not restrictive of those given by law. No failure of Georgia Power to exercise any power given Georgia Power hereunder, or to insist upon strict compliance by Licensee with Licensee's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Georgia Power's right to demand exact compliance with the terms hereof. Georgia Power will not bear any cost for repair to Licensee's access drive caused by Georgia Power's maintenance of its facilities. This Agreement may be executed in several counterparts each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Time is of the essence in this Agreement. The provisions of this Agreement do not create, and shall not be deemed to create, in Licensee any estate, easement, lease, or term for years in the License Area, Licensee having only a license to use the License Area.

(Signatures begin on next page.)

IN WITNESS WHEREOF, the duly authorized representative of the parties hereto have affixed their hands and seals hereto causing this Agreement to be executed this date first listed above.

LICENSEE:

Signed, sealed and delivered in the presence of:

Cele Elliott

Witness

Julie A. Guzman

Notary Public

ROCKINGHAM FARMS, LLC, a Georgia limited liability company

By:

Name: Jack Wardlow
Title: Manager

My Commission expires:
Notarial Seal



Signed, sealed and delivered in the presence of:

Audra Stappert

Witness

Miranda Karrantza

Notary Public

My Commission expires:

Notarial Seal



GEORGIA POWER:

GEORGIA POWER COMPANY, a Georgia corporation

By:

Name: Joshua T. Murphy
Title: Real Estate Services and Strategy Mgr

Attest:

Kristi L. Dow

Kristi L. Dow
Assistant Corporate Secretary

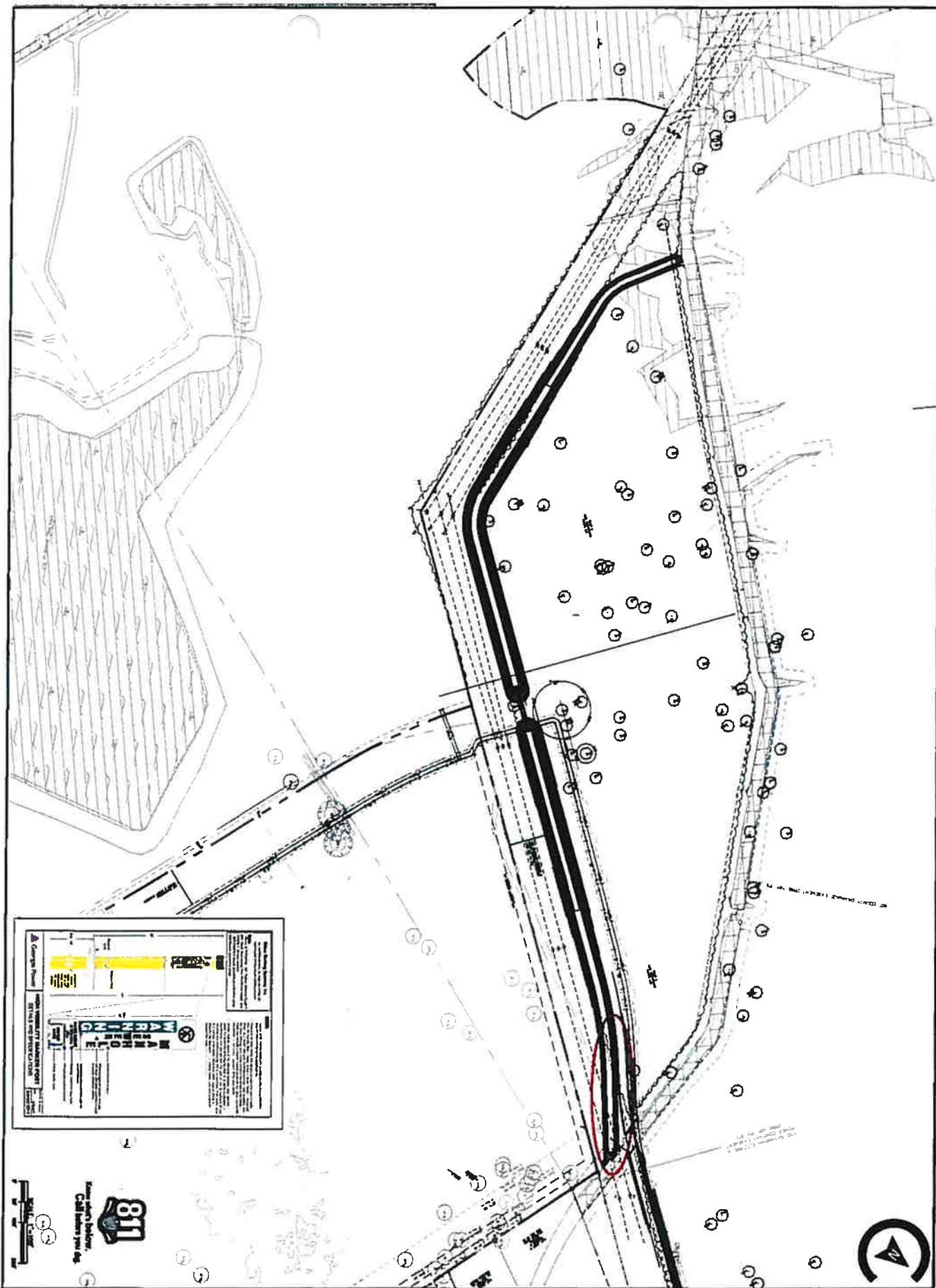
(CORPORATE SEAL)

Approved:
Transmission Maintenance Center

By: Carrie D. Walton
Name: Carrie D. Walton
Title: Coastal TMA Manager

EXHIBIT A

Plans



GPWR-3

SHEET: CANAL

RAHN-DAIRY
DATE: 07/18/2021
DRAWN BY: THEM
CHECKED BY: HPM
SCALE: AB INITIO

**CIVIL CONSTRUCTION PLANS FOR
ROCKINGHAM FARMS
LOCATED IN SAVANNAH, GA
PREPARED FOR ROCKINGHAM FARMS, LLC**

NOT FOR CONSTRUCTION

The logo for Coleman Company Engineers + Surveyors. It features a large, stylized, bold letter 'C' on the left. To the right of the 'C', the words 'COLEMAN COMPANY' are written in a bold, sans-serif font. Below that, 'ENGINEERS + SURVEYORS' is written in a slightly smaller, bold, sans-serif font. The entire logo is enclosed in a thin black rectangular border.

EXHIBIT B

SPECIAL STIPULATIONS TO LICENSE AGREEMENT

1. The Facilities must be installed and confined to the License Area.
2. The Facilities must be constructed so as to be, at all times, a minimum of twenty-five feet (25') from the structures or the entry points of the anchors for Georgia Power's transmission line structures.
3. To the extent any of the Facilities will be buried beneath the ground, the Facilities shall be buried at such a depth (a minimum of 4 feet below the ground surface) as to withstand the passage of Georgia Power's heavy construction and maintenance vehicles over them and shall also be marked in such a fashion that the Facilities may be located from the surface, by placing tracer wire around the Facilities.
4. Licensee agrees to perform all necessary grassing and landscaping within the License Area to restore the License Area to a condition substantially the same as existed prior to any such disturbances.
5. Georgia Power will not bear any cost for repair to the Facilities of Licensee which is caused by Georgia Power's maintenance, repair or replacement of Georgia Power's facilities.

TSC
Return to Donna Barron
Georgia Power Company
Forestry & RW Services
241 Ralph McGill Blvd., Bld 20034
Atlanta, GA 30308



Doc ID: 032098900005 Type: EASE
Recorded: 01/07/2020 at 02:13:29 PM
Fee Amt: \$25.00 Page 1 of 5
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

BK 1818 PG 391-395

KEN AND
18.02

ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # 6-3562

APPLICATION # 149866

SUBJECT: Boulevard- Little Ogeechee (B&W) 115 KV Line Structures 27-36

The Georgia Power Company, hereinafter called the "Power Company," hereby consents for Rockingham Farms, LLC, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being 100' feet in width and extending in part through Land Lots, 7th GMD, of Chatham County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission lines by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as Exhibit A.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of Storm Water Drainage Ditch at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

Special Stipulation: Storm Water Drainage Ditch is to be placed on the outer edge of the ROW. Spoil from drainage ditch is to be placed on the opposite side of the ditch away from line and outside of the easement. Access is not to be blocked.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.

6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in Savannah, Georgia, Phone: 912-306-2846, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. The Undersigned agrees to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 13th of December 2019, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the 13 day of November, 2019.

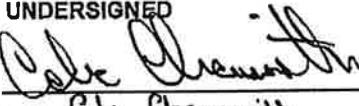
WITNESS:


Cale Chenowith

NOTARY PUBLIC:

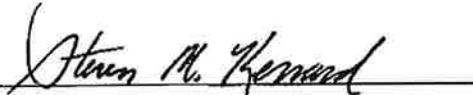


UNDERSIGNED

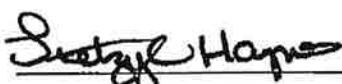

Cale Chenowith
Project Manager

The Power Company has by its duly authorized agent executed this Agreement, this the 5 day of December, 2019.

WITNESS:


Steven M. Kersand

NOTARY PUBLIC:


Letzyl Haynes

GEORGIA POWER COMPANY

BY:


Wildon Rentz

NAME:

Wildon Rentz

TITLE:

Area Transmission Maintenance Supervisor

EXHIBIT A
TO ENCROACHMENT AGREEMENT FOR EASEMENT
EV# 149866

Power Company Initials: WR
Undersigned Initials: CC

LEGEND

<input type="checkbox"/>	POD-1:	50.40 ACRES	" [582,400sf Building]
<input type="checkbox"/>	POD-2:	137.66 ACRES	[1,381,900sf Building]
<input type="checkbox"/>	POD-3:	125.37 ACRES	[951,700sf Building]
<input type="checkbox"/>	POD-4:	203.40 ACRES	[3,227,200sf Building]
<input type="checkbox"/>	POD-5:	109.40 ACRES	[1,239,250sf Building]

FUTURE DEVELOPMENT

NOTES:
EV# 149856
Spall from drainage ditch are to be
placed to opposite side of trench away
from the line.
Map File # S25-5
Sheet # 3 of 7

Beginning Station
167+00
End Station
107+40
ROW Width is 100'
Double Circuit
Boulevard- Little Ogeechee
(Black & White) 115 KV Line
PSN 542515

Storm Water Catching Ditch
to be placed within the outer
edge of the ROW

Storm Water Ditch
to be placed within the outer
edge of the ROW

Exhibit A

