

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, U.S. Army Engineer District, Savannah ATTN: CESAS-OP-F, P.O. Box 889, Savannah, Georgia 31402-0889. 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 \_\_\_\_\_

3. For Official Use Only \_\_\_\_\_

4. Name and address of applicant.      Stephen R. Lufburrow & Deborah L. Howell  
7025 Hodgson Memorial Drive Suite H  
Savannah, Georgia 31406

Location where the proposed activity exists or will occur.

Lat. 31.9121°      Long. -81.07826°

<u>Chatham</u>	<u>G.M.D. 6</u>	<u>N/A</u>
County	Military District	In City or Town
<u>Savannah</u>	<u>South Harbor</u>	<u>Hammock No. 4 &amp; Parcel B Hammock</u>
Near City or Town	Subdivision	Lot No.
<u>+/-9.6 acres</u>	<u>8'</u>	<u>Georgia</u>
Lot Size	Approximate Elevation of Lot	State
<u>Delegal Creek</u>	<u>Green Island Sound</u>	
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.

Resource & Land Consultants, LLC  
Mr. Daniel H. Bucey  
41 Park of Commerce Drive, Suite 101  
Savannah, Georgia 31405

Statement of Authorization: I Hereby designate and authorize the above named person to act in my 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.

Stuart R. Zepher  
Deborah L. Howell  
Signature of Applicant

10-24-2023  
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.) Applicant proposes to construct +/-499 LF concrete bulkhead to protect shoreline of existing causeway. Construction of bulkhead will require backfill of +/-1,497 SF of tidal waters (0.03-acre, 35.04 CYD, 0.07 CYD / foot).

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

9. Names and addresses of adjoining property owners whose property also adjoins the waterway.  
Scott & Leigh Richardson      John & Kristina Laybourn  
27 Netherclift Way              7 Hardewick Lane  
Savannah, GA 31411-3081      Savannah, GA 31411-1333

10. Date activity is proposed to commence. Upon Approval  
Date activity is expected to be completed. 3 years

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

<u>Issuing Agency</u>	<u>Type Approval</u>	<u>Identification No.</u>	<u>Date/Application</u>	<u>Date/Approval</u>
CMPC	CMPA	N/A	10/12/2022	TBD
USACE	NWP	SAS-2004-07180	4/26/2022	7/12/2022

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

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

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

A. Purpose of excavation or fill shoreline protection

1. Access channel length \_\_\_\_\_ depth \_\_\_\_\_ width \_\_\_\_\_
2. Boat basin length \_\_\_\_\_ depth \_\_\_\_\_ width \_\_\_\_\_
3. Fill area length 499 depth 1.5' width 2'-3'
4. Other \_\_\_\_\_ length \_\_\_\_\_ depth \_\_\_\_\_ width \_\_\_\_\_  
(Note: If channel, give reasons for need of dimensions listed above.)

B. 1. If bulkhead, give dimensions 499 LF x 8'H x 1' T

2. Type of bulkhead construction (material) concrete

Backfill required: Yes x No \_\_\_\_\_ Cubic yards 35.04

Where obtained upland source

C. Excavated material

1. Cubic yards N/A

2. Type of material N/A

15. Type of construction equipment to be used excavator, backhoe from upland

A. Does the area to be excavated include any wetland? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

B. Does the disposal area contain any wetland? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

C. Location of disposal area N/A

D. Maintenance dredging, estimated amounts, frequency, and disposal sites to be utilized: N/A

E. Will dredged material be entrapped or encased? N/A

F. Will wetlands be crossed in transporting equipment to project site? N/A

G. Present rate of shoreline erosion (if known) 1"-2" / year

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.

Bulkhead will closely follow the jurisdiction line and result in minimal amount of backfill (0.03-acre). Upon completion the existing road will be protected from ongoing erosion and the adjacent marsh will no longer be subject to erosional deposits from the upland causeway.



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 generated on your property. N/A
2. A plan of the existing or proposed project and your adjacent property for which permits are being requested. Please refer to drawings by Thomas & Hutton titled *Hammock No. Bulkhead Permit Plans* dated 1/6/2022.
3. A plan showing the location of all points where petro-chemical products (gasoline, oils, cleaners) used and stored. Any above-ground storage areas must be diked, and there should be no storm drain catch basins within the diked areas. All valving arrangements on any petro-chemical transfer lines should be shown. N/A.
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. N/A
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. N/A

B. Please provide the following statements:

1. A statement that all activities will be performed in a manner to minimize turbidity in the stream. 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. NO OILS OR OTHER POLLUTANTS WILL BE RELEASED FROM THE PROPOSED ACTIVITIES.
3. A statement that all work performed during construction will be done in a manner to prevent interference with any legitimate water uses. ALL WORK PERFORMED DURING CONSTRUCTION WILL BE DONE IN A MANNER TO PREVENT INTERFERENCE WITH 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

10-24-2023  
Date

18. 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 fill 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: Activity authorized by provisional NWP 18 dated 7/12/2022 (SAS-2004-07180)

**STATE OF GEORGIA**  
**REQUEST FOR A REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS**  
APPLICANT NAME(S): Stephen R. Lufburrow & Deborah L. Howell

MAILING ADDRESS: 7025 Hodgson Memorial Drive Suite H Savannah Georgia 31406  
(Street) (City) (State) (Zip)

PROJECT ADDRESS/LOCATION: 105 Back Landing Way Savannah Georgia

COUNTY: Chatham WATERWAY: Delegal Creek

LOT, BLOCK & SUBDIVISION NAME FROM DEED: HAMMOCK #4 AND PARCEL B SKIDAWAY ISLAND

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: Stephen R. Lufburrow  
Signature of Applicant

Date: 10/10/2022

Stephen R. Lufburrow; Executor of the Bette S. Lufburrow Estate

By: Stephen R. Lufburrow  
Signature of Applicant

Date: 10/10/2022

Stephen R. Lufburrow; Executor of the Albert B. Lufburrow Estate

By: Stephen R. Lufburrow  
Signature of Applicant

Date: 10/10/2022

Stephen R. Lufburrow; Trustee of the Bette S. Lufburrow Revocable Trust

By: Stephen R. Lufburrow  
Signature of Applicant

Date: 10/10/2022

Stephen R. Lufburrow; Trustee of the Albert B. Lufburrow Revocable Trust

By: Stephen R. Lufburrow  
Signature of Applicant

Date: 10/10/2022

Stephen R. Lufburrow; Manager of SLDH LLC

By: Deborah L. Howell  
Signature of Applicant

Date: 10/10/2022

Deborah L. Howell; Manager of SLDH LLC

Title

Attachments



MARK WILLIAMS  
COMMISSIONER

DOUG HAYMANS  
DIRECTOR

December 8, 2021

Dan Bucey (by email)  
Resource & Land Consultants, LLC  
41 Park of Commerce Way Suite 101  
Savannah, Georgia 31405

**Re: Georgia Department of Natural Resources Coastal Marshlands Protection Act  
Jurisdiction Line Verification, CMPA Marsh / Upland Jurisdictional Survey  
Hammock No. 4 & a Portion of Parcel B Hammock, 6<sup>th</sup> G.M. District, Skidaway  
Island, Chatham County, Georgia**

Dear Mr. Bucey:

Our office has received a surveyed plat by Robert K. Morgan, III., Georgia Registered Land Surveyor No.3087, surveyed October 5, 2021 for South Harbor Company entitled "*CMPA Marsh / Upland Jurisdictional Survey Hammock No. 4 & a Portion of Parcel B Hammock, 6<sup>th</sup> G.M. District, Skidaway Island, Chatham County, Georgia*" located adjacent to Delegal Creek on Back Landing Way, Chatham County, GA. Based on my site inspection September 8, 2021, this plat and survey generally depict the delineation of the marsh/upland boundary as required by the State of Georgia for jurisdiction under the authority of the Coastal Marshlands Protection Act of 1970. The delineation of the parcel is subject to change due to environmental conditions and legislative enactments. This jurisdiction line is valid for one year and will normally expire one year from the date of my inspection which occurred September 8, 2021, but may be voided should legal and/or environmental conditions change.

This letter does not relieve you of the responsibility of obtaining other state, local or federal permission or authorization relative to the site. Authorization by the Coastal Marshlands Protection Committee or this Department is required prior to any construction or alteration in the marsh jurisdictional area.

I appreciate you providing us with this information for our records. Please contact me at 912.266.3695 if I may be of further assistance.

Sincerely,

*Deb Barreiro*

Deb Barreiro  
Coastal Permit Coordinator  
Marsh and Shore Management Program

Enclosure: *CMPA Marsh / Upland Jurisdictional Survey Hammock No. 4 & a Portion of Parcel B Hammock, 6<sup>th</sup> G.M. District, Skidaway Island, Chatham County, Georgia*

cc: Mr. Gregori Anderson (by email)  
Chatham County Building Safety Regulatory Services (BSRS)  
P.O. Box 8161  
Savannah, GA 31412



Clock#: 1049345  
FILED FOR RECORD  
4/07/2008 04:13pm  
PAID: 16.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

RETURN TO: (DHD)  
OLIVER MANER & GRAY LLP  
P.O. BOX 10186  
SAVANNAH GA 31412

339 N/263-  
266

Hammock 4  
& Parcel B

BOOK  
339 N  
PAGE  
263

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

**DEED OF GIFT**

THIS DEED OF GIFT is made this 2nd day of April, 2008, by and between, ALBERT B. LUFBURROW, hereinafter referred to as Party of the First Part, and STEPHEN R. LUFBURROW, AS TRUSTEE OF THE ALBERT B. LUFBURROW QUALIFIED PERSONAL RESIDENCE TRUST NO. I, hereinafter referred to as Party of the Second Part.

**WITNESSETH:**

Party of the First Part, for and in consideration of his natural love and affection for the remaindemen of the ALBERT B. LUFBURROW QUALIFIED PERSONAL RESIDENCE TRUST NO. I, does hereby give, grant and convey unto Party of the Second Part, and Party of the Second Part's successors and assigns, all of Party of the First Part's **undivided forty-eight and one-half percent (48 1/2%) interest** in and to the following property, to wit:

BEING ALL that certain lot, tract or parcel of land situate, lying and being in the 6<sup>th</sup> G.M.D. of Chatham County, Georgia, and being known as Hammock 4 and Parcel B, respectively, on Skidaway Island, as described in the attached Exhibit "A."

[Title has not been examined by the preparer of this Deed].

[Property description has been provided by grantor and not verified by preparer of deed.]



TO HAVE AND TO HOLD the said interests in the said tract or parcel of land, together with all and singular the rights, members, improvements, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Party of the Second Part, and Party of the Second Part's successors and assigns, subject to the terms of said Trust Agreement.

IN WITNESS WHEREOF, Party of the First Part has hereunto set his hand and affixed his seal and delivered these presents on the day and year first above written.

Albert B. Lufburrow (L.S.)  
ALBERT B. LUFBURROW

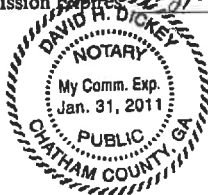
Signed, sealed and delivered this 2nd day  
of April, 2008, in the presence of:

Dona W. Seifert  
David H. Dickey

Notary Public

(SEAL)

My Commission Expires 1-31-2011



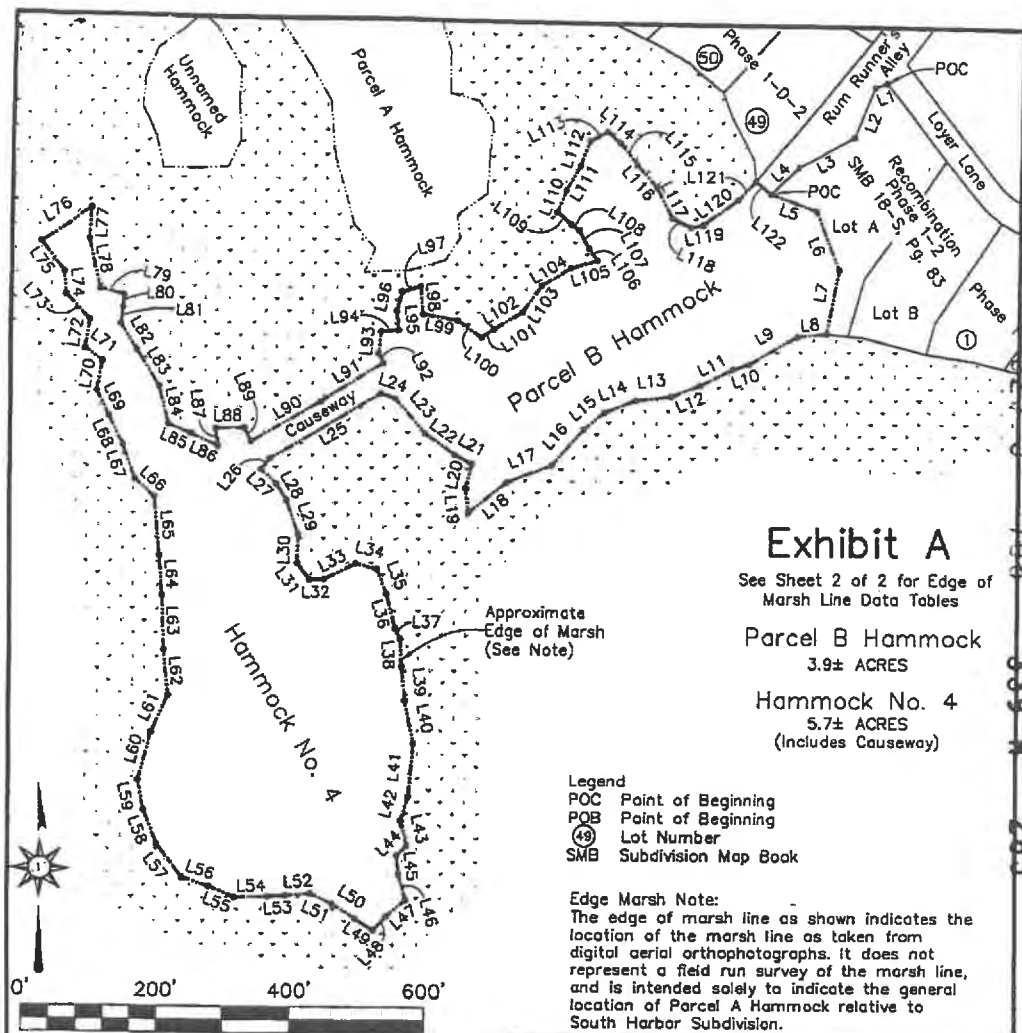
The original of The Albert B. Lufburrow Qualified Personal Residence Trust No. 1 is located at the Trustee's, Stephen R. Lufburrow, office, Lufburrow Realty Co., 7025 Hodgson Memorial Drive, Suite H, Savannah, GA 31406. (912) 356-6562.

I:\GEaves\Trusts\QPRT\Lufburrow\Savannah\Albert\DOG-AlbertoSavQPRT.wpd

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## Exhibit A

See Sheet 2 of 2 for Edge of Marsh Line Data Tables

Parcel B Hammock  
3.9± ACRES

Hammock No. 4  
5.7± ACRES  
(Includes Causeway)

Legend  
POC Point of Beginning  
POB Point of Beginning  
④ Lot Number  
SMB Subdivision Map Book

Edge Marsh Note:  
The edge of marsh line as shown indicates the location of the marsh line as taken from digital aerial orthophotographs. It does not represent a field run survey of the marsh line, and is intended solely to indicate the general location of Parcel A Hammock relative to South Harbor Subdivision.

## Composite Map

Composite Map of Parcel B Hammock and Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia

Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

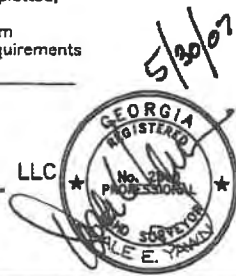
Sheet 1 of 2

To the best of my knowledge and belief, this plat is a correct representation of the land platted, and has been prepared in conformity with the minimum technical standards and requirements of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



Line Data Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 69°30'12" W	18.41'	L43	S 13°53'10" E	37.71'	L85	S 68°08'37" E	36.11'
L2	S 21°47'09" W	78.98'	L44	S 44°04'38" W	20.41'	L86	S 65°28'46" E	44.96'
L3	S 61°57'42" W	94.73'	L45	S 06°13'27" E	27.83'	L87	N 06°35'22" W	26.59'
L4	S 45°34'00" W	56.28'	L46	S 15°09'50" E	39.26'	L88	N 88°10'57" E	42.72'
L5	S 69°52'40" E	71.75'	L47	S 50°33'27" W	38.22'	L89	S 25°02'05" E	22.42'
L6	S 22°42'15" E	94.08'	L48	S 42°58'25" W	28.42'	L90	N 59°33'34" E	118.30'
L7	S 11°26'01" W	96.28'	L49	N 56°42'44" W	30.97'	L91	N 58°25'46" E	107.82'
L8	S 84°29'27" W	43.28'	L50	N 57°12'28" W	41.08'	L92	N 27°04'52" W	15.71'
L9	S 59°28'44" W	82.36'	L51	N 65°32'10" W	35.41'	L93	N 05°56'54" E	32.68'
L10	S 72°16'09" W	26.58'	L52	S 85°38'40" W	36.57'	L94	N 86°06'36" E	26.46'
L11	S 63°10'14" W	52.75'	L53	S 86°06'36" W	26.46'	L95	N 05°53'24" W	29.07'
L12	S 68°34'21" W	44.96'	L54	S 88°36'46" W	48.98'	L96	N 14°35'15" E	28.88'
L13	S 83°25'20" W	53.21'	L55	N 67°18'21" W	41.69'	L97	N 74°12'15" E	29.13'
L14	S 67°35'57" W	49.41'	L56	N 72°45'20" W	41.69'	L98	S 05°18'04" E	40.30'
L15	S 49°56'18" W	38.93'	L57	N 38°34'28" W	62.28'	L99	S 80°08'01" E	51.97'
L16	S 41°37'39" W	72.08'	L58	N 21°29'37" W	54.48'	L100	S 55°14'26" E	43.48'
L17	S 68°06'08" W	72.46'	L59	N 11°20'14" W	45.00'	L101	N 57°03'25" E	24.35'
L18	S 52°08'19" W	73.05'	L60	N 15°21'20" E	73.57'	L102	N 59°05'38" E	49.05'
L19	N 06°35'22" W	35.45'	L61	N 24°55'01" E	60.08'	L103	N 34°50'24" E	47.98'
L20	N 12°51'51" E	38.35'	L62	N 05°58'57" W	67.01'	L104	N 58°39'35" E	50.78'
L21	N 61°54'17" W	28.04'	L63	N 02°01'57" W	80.37'	L105	N 73°40'47" E	40.85'
L22	N 54°46'56" W	54.26'	L64	N 04°31'49" W	59.24'	L106	N 34°00'37" W	21.57'
L23	N 41°14'33" W	68.32'	L65	N 05°01'37" W	87.81'	L107	N 28°12'57" W	30.32'
L24	N 72°56'24" W	23.43'	L66	N 48°40'04" W	39.17'	L108	N 57°30'27" W	14.62'
L25	S 59°02'08" W	188.89'	L67	N 20°16'08" W	54.00'	L109	N 52°38'06" W	27.84'
L26	S 39°08'05" W	20.56'	L68	N 26°22'03" W	48.23'	L110	N 21°52'58" E	36.09'
L27	S 46°39'13" E	31.97'	L69	N 26°38'57" W	39.82'	L111	N 30°27'01" E	41.52'
L28	S 30°44'51" E	28.17'	L70	N 09°40'56" E	44.31'	L112	N 19°59'37" E	39.64'
L29	S 19°01'23" E	53.55'	L71	N 54°46'56" W	31.65'	L113	N 62°45'10" E	28.62'
L30	S 01°32'47" W	42.61'	L72	N 08°15'40" E	42.91'	L114	S 49°48'49" E	24.09'
L31	S 36°45'48" E	30.35'	L73	N 43°28'26" W	51.42'	L115	S 38°30'14" E	40.93'
L32	N 88°10'57" E	21.36'	L74	N 05°02'25" W	32.80'	L116	S 42°18'17" E	43.45'
L33	N 63°10'14" E	52.75'	L75	N 36°07'15" W	55.42'	L117	S 27°31'31" E	51.63'
L34	S 74°58'01" E	32.25'	L76	N 56°01'41" E	86.30'	L118	S 66°13'07" E	29.81'
L35	S 20°56'50" E	39.34'	L77	S 03°11'03" W	43.89'	L119	N 79°27'37" E	17.96'
L36	S 15°09'50" E	52.35'	L78	S 12°57'49" E	75.09'	L120	N 53°47'26" E	62.26'
L37	S 25°02'06" E	16.82'	L79	S 76°46'20" E	37.14'	L121	N 43°40'23" E	39.20'
L38	S 03°39'06" E	41.53'	L80	S 05°38'06" W	17.59'	L122	S 51°06'23" E	29.69'
L39	S 05°35'01" E	50.53'	L81	S 07°15'41" W	25.19'			
L40	S 11°57'31" E	64.45'	L82	S 33°27'53" E	45.91'			
L41	S 05°10'55" W	79.12'	L83	S 32°48'10" E	62.24'			
L42	S 16°58'45" W	37.71'	L84	S 14°55'28" E	57.51'			

## Exhibit A

## Composite Map

Composite Map of Parcel B Hammock and  
Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia  
Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

Sheet 2 of 2

To the best of my knowledge  
and belief, this plot is a correct  
representation of the land platted,  
and has been prepared in  
conformity with the minimum  
technical standards and requirements  
of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



Clock#: 1049344  
FILED FOR RECORD  
4/07/2008 04:13pm  
PAID: 16.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

RETURN TO: (DHD)  
OLIVER MANER & GRAY LLP  
P.O. BOX 10186  
SAVANNAH GA 31412

339 N/259-  
267

Hammock 4  
+ Parcel B

BOOK  
339 N  
PAGE  
259

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

**DEED OF GIFT**

THIS DEED OF GIFT is made this 2nd day of April, 2008, by and between, BETTE S. LUFBURROW, hereinafter referred to as Party of the First Part, and STEPHEN R. LUFBURROW, AS TRUSTEE OF THE BETTE S. LUFBURROW QUALIFIED PERSONAL RESIDENCE TRUST NO. I, hereinafter referred to as Party of the Second Part.

**WITNESSETH:**

Party of the First Part, for and in consideration of her natural love and affection for the remaindermen of the BETTE S. LUFBURROW QUALIFIED PERSONAL RESIDENCE TRUST NO. I, does hereby give, grant and convey unto Party of the Second Part, and Party of the Second Part's successors and assigns, all of Party of the First Part's **undivided forty-eight and one-half percent (48 1/2%) interest in** and to the following property, to wit:

BEING ALL that certain lot, tract or parcel of land situate, lying and being in the 6<sup>th</sup> G.M.D. of Chatham County, Georgia, and being known as Hammock 4 and Parcel B, respectively, on Skidaway Island, as described in the attached Exhibit "A."

[Title has not been examined by the preparer of this Deed].

[Property description has been provided by grantor and not verified by preparer of deed.]



TO HAVE AND TO HOLD the said interests in the said tract or parcel of land, together with all and singular the rights, members, improvements, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Party of the Second Part, and Party of the Second Part's successors and assigns, subject to the terms of said Trust Agreement.

IN WITNESS WHEREOF, Party of the First Part has hereunto set her hand and affixed her seal and delivered these presents on the day and year first above written.

Bette S. Lufburrow (L.S.)  
BETTE S. LUFBURROW

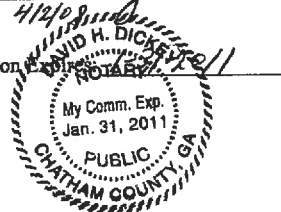
Signed, sealed and delivered this 2nd day  
of April, 2008, in the presence of:

Rona W. Stead

David H. Dickson

Notary Public  
(SEAL)

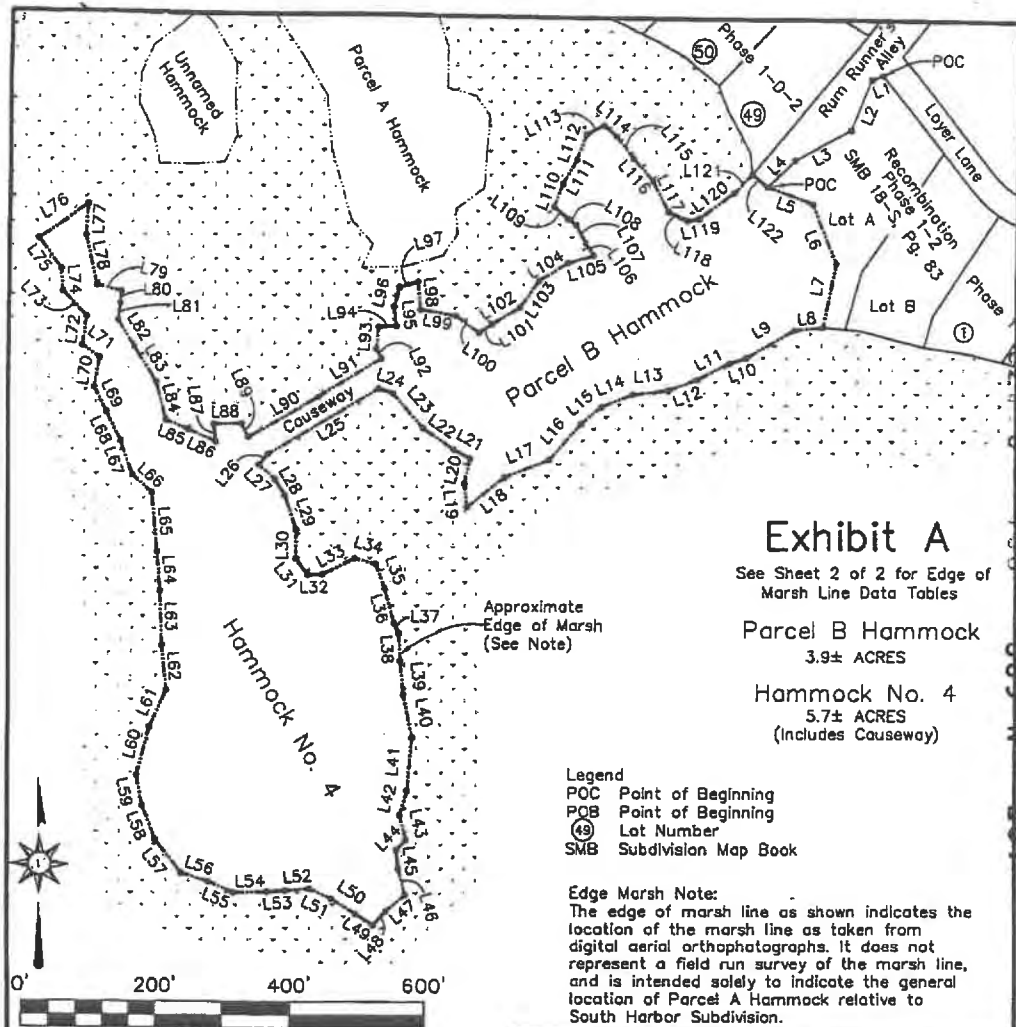
My Commission Expires



The original of The Bette S. Lufburrow Qualified Personal Residence Trust No. 1 is located at the Trustee, Stephen R. Lufburrow's office, Lufburrow Realty Co. 7025 Hodgson Memorial Drive, Suite H, Savannah, GA 31406. (912) 355-6562.

I:\GEaves\Trusts\QPRTLufburrow\Savannah\Bette\DOG-BettetoSavQPRT.wpd

BOOK  
339 N  
PAGE  
260



## Exhibit A

See Sheet 2 of 2 for Edge of Marsh Line Data Tables

Parcel B Hammock  
3.9± ACRES

Hammock No. 4  
5.7± ACRES  
(Includes Causeway)

### Legend

POC Point of Beginning  
POB Point of Beginning  
④ Lot Number  
SMB Subdivision Map Book

### Edge Marsh Note:

The edge of marsh line as shown indicates the location of the marsh line as taken from digital aerial orthophotographs. It does not represent a field run survey of the marsh line, and is intended solely to indicate the general location of Parcel A Hammock relative to South Harbor Subdivision.

## Composite Map

Composite Map of Parcel B Hammock and Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia  
Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

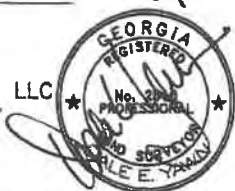
Sheet 1 of 2

To the best of my knowledge and belief, this plot is a correct representation of the land plotted, and has been prepared in conformity with the minimum technical standards and requirements of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



5/30/07

BOOK PAGE  
708 339 N 261

Line Data Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 68°30'12" W	18.41'	L43	S 13°53'10" E	37.71'	L85	S 68°08'37" E	36.11'
L2	S 21°47'09" W	78.98'	L44	S 44°04'38" W	20.41'	L86	S 65°28'46" E	44.96'
L3	S 61°57'42" W	94.73'	L45	S 08°13'27" E	27.83'	L87	N 06°35'22" W	26.59'
L4	S 45°34'00" W	56.28'	L46	S 15°09'50" E	39.26'	L88	N 88°10'57" E	42.72'
L5	S 69°52'40" E	71.75'	L47	S 50°33'27" W	38.22'	L89	S 25°02'05" E	22.42'
L6	S 22°42'15" E	94.08'	L48	S 42°59'25" W	28.42'	L90	N 59°33'34" E	118.30'
L7	S 11°26'01" W	98.28'	L49	N 56°42'44" W	30.97'	L91	N 58°25'46" E	107.82'
L8	S 84°29'27" W	43.28'	L50	N 57°12'28" W	41.08'	L92	N 27°04'52" W	15.71'
L9	S 59°26'44" W	82.36'	L51	N 65°32'10" W	35.41'	L93	N 05°56'54" E	32.68'
L10	S 72°16'09" W	26.58'	L52	S 85°38'40" W	36.57'	L94	N 86°06'36" E	26.46'
L11	S 63°10'14" W	52.75'	L53	S 86°06'38" W	26.46'	L95	N 05°53'24" W	29.07'
L12	S 68°34'21" W	44.96'	L54	S 88°36'46" W	48.98'	L96	N 14°35'15" E	28.88'
L13	S 83°25'20" W	53.21'	L55	N 67°18'21" W	41.89'	L97	N 74°12'15" E	29.13'
L14	S 67°35'57" W	49.41'	L56	N 72°45'20" W	41.69'	L98	S 05°18'04" E	40.30'
L15	S 49°58'18" W	38.93'	L57	N 38°34'28" W	62.28'	L99	S 80°08'01" E	51.97'
L16	S 41°37'39" W	72.08'	L58	N 21°29'37" W	54.48'	L100	S 55°14'26" E	43.48'
L17	S 68°06'08" W	72.46'	L59	N 11°20'14" W	45.00'	L101	N 57°03'25" E	24.35'
L18	S 52°08'19" W	73.05'	L60	N 15°21'20" E	73.57'	L102	N 59°05'38" E	49.05'
L19	N 06°35'22" W	35.45'	L61	N 24°55'01" E	60.08'	L103	N 34°50'24" E	47.98'
L20	N 12°51'51" E	38.35'	L62	N 05°58'57" W	67.01'	L104	N 58°39'35" E	50.78'
L21	N 61°54'17" W	28.04'	L63	N 02°01'57" W	80.37'	L105	N 73°40'47" E	40.85'
L22	N 54°46'56" W	54.26'	L64	N 04°31'49" W	59.24'	L106	N 34°00'37" W	21.57'
L23	N 41°14'33" W	68.32'	L65	N 05°01'37" W	87.81'	L107	N 28°12'57" W	30.32'
L24	N 72°56'24" W	23.43'	L66	N 48°40'04" W	39.17'	L108	N 57°30'27" W	14.62'
L25	S 59°02'08" W	188.89'	L67	N 20°16'08" W	54.00'	L109	N 52°38'06" W	27.84'
L26	S 39°08'05" W	20.56'	L68	N 26°22'03" W	48.23'	L110	N 21°52'58" E	36.09'
L27	S 46°39'13" E	31.97'	L69	N 26°38'57" W	39.82'	L111	N 30°27'01" E	41.52'
L28	S 30°44'51" E	28.17'	L70	N 09°40'56" E	44.31'	L112	N 19°59'37" E	39.64'
L29	S 19°01'23" E	53.55'	L71	N 54°46'56" W	31.65'	L113	N 62°45'10" E	28.62'
L30	S 01°32'47" W	42.61'	L72	N 08°15'40" E	42.91'	L114	S 49°48'49" E	24.09'
L31	S 36°45'48" E	30.35'	L73	N 43°28'26" W	51.42'	L115	S 38°30'14" E	40.93'
L32	N 88°10'57" E	21.36'	L74	N 05°02'25" W	32.80'	L116	S 42°18'17" E	43.45'
L33	N 63°10'14" E	52.75'	L75	N 36°07'15" W	55.42'	L117	S 27°31'31" E	51.63'
L34	S 74°58'01" E	32.25'	L76	N 56°01'41" E	86.30'	L118	S 66°13'07" E	29.81'
L35	S 20°56'50" E	39.34'	L77	S 03°11'03" W	43.89'	L119	N 79°27'37" E	17.98'
L36	S 15°09'50" E	52.35'	L78	S 12°57'49" E	75.09'	L120	N 53°47'26" E	62.26'
L37	S 25°02'06" E	16.82'	L79	S 76°46'20" E	37.14'	L121	N 43°40'23" E	39.20'
L38	S 03°39'06" E	41.53'	L80	S 05°38'06" W	17.59'	L122	S 51°06'23" E	29.69'
L39	S 05°35'01" E	50.53'	L81	S 07°15'41" W	25.19'			
L40	S 11°57'31" E	64.45'	L82	S 33°27'53" E	45.91'			
L41	S 05°10'55" W	79.12'	L83	S 32°48'10" E	62.24'			
L42	S 16°58'45" W	37.71'	L84	S 14°55'28" E	57.51'			

## Exhibit A

## Composite Map

Composite Map of Parcel B Hammock and Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia  
Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

Sheet 2 of 2

To the best of my knowledge and belief, this plat is a correct representation of the land platted, and has been prepared in conformity with the minimum technical standards and requirements of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



Clock#: 1049343  
FILED FOR RECORD  
4/07/2008 04:12pm  
PAID: 16.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

RETURN TO: (DHD)  
OLIVER MANER & GRAY LLP  
P.O. BOX 10186  
SAVANNAH GA 31412

339 N/255  
258

Hammock 4  
& Parcel B

BOOK  
339 N  
PAGE  
255

STATE OF GEORGIA     )  
                                      )  
COUNTY OF CHATHAM    )

**DEED OF GIFT**

THIS INDENTURE is made on the 2nd day of April, 2008, between **BETTE S. LUFBURROW**, as Party of the First Part, and **ALBERT B. LUFBURROW**, as Party of the Second Part.

**WITNESSETH:**

Party of the First Part, for and in consideration of her natural love and affection for her husband, does hereby give, grant, bargain, sell, alien, remise, release, confirm and convey unto the Party of the Second Part, his heirs, executors, administrators and assigns, an **undivided forty-eight and one-half percent (48 1/2%) interest** in and to the following described property, to wit:

BEING ALL that certain lot, tract or parcel of land situate, lying and being in the 6<sup>th</sup> G.M.D. of Chatham County, Georgia, and being known as Hammock 4 and Parcel B, respectively, on Skidaway Island, as described in the attached Exhibit "A."

[Title has not been examined by the preparer of this Deed].

[Property description has been provided by grantor and not verified by preparer of deed.]



TO HAVE AND TO HOLD the said interest in the said tracts or parcels of land, together with all and singular the rights, members, improvements, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Party of the Second Part, his heirs, administrators, successors and assigns, forever, in fee simple.

IN WITNESS WHEREOF, Party of the First Part has hereunto set her hand and affixed her seal and delivered these presents on the day and year first above written.

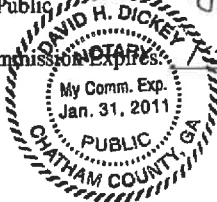
Bette S. Lufburrow (L.S.)  
BETTE S. LUFBURROW

Signed, sealed and delivered this 2nd day  
of April, 2008, in the presence of:

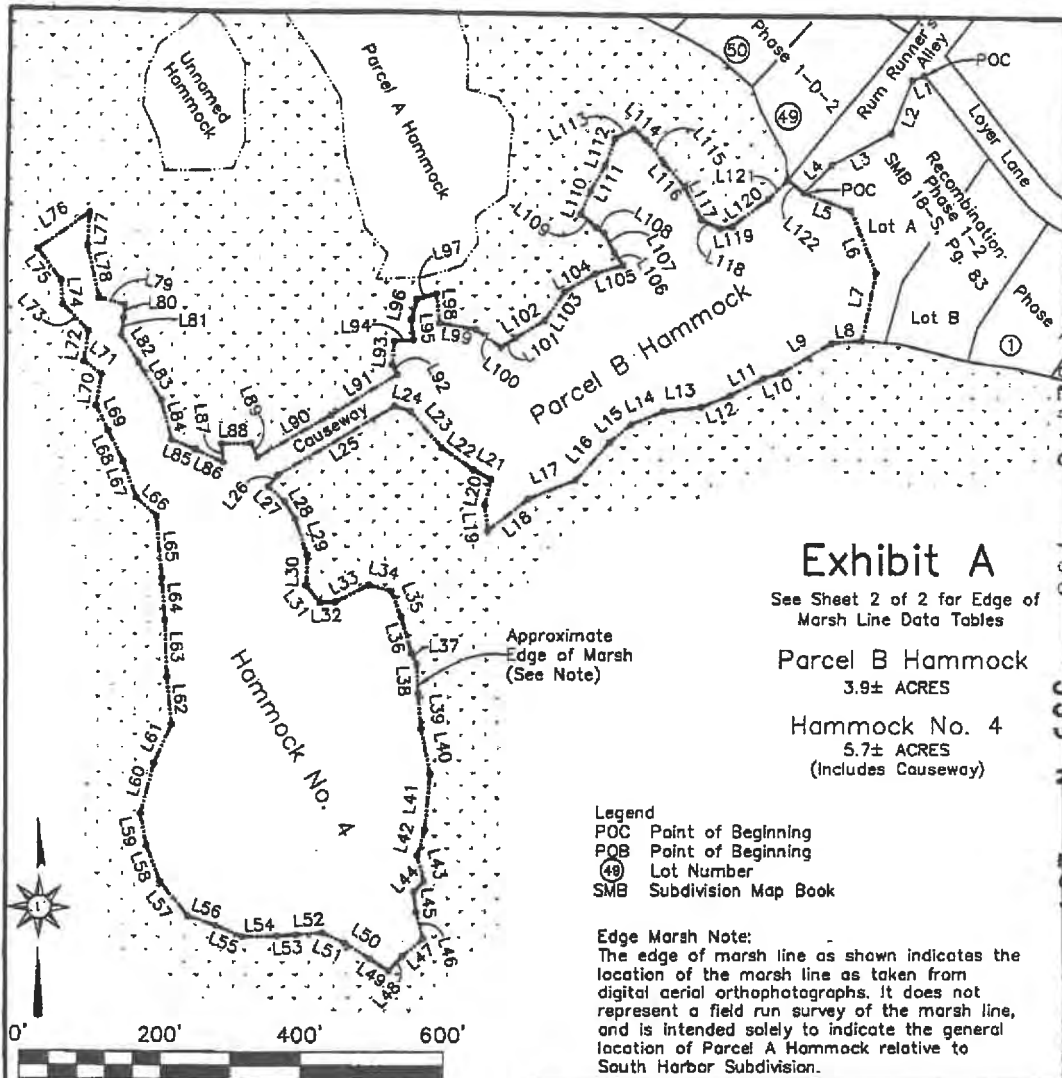
Dona W. Seiford  
David H. Dickey

Notary Public  
(SEAL)

My Commission Expires



BOOK  
339 N  
PAGE  
256



## Exhibit A

See Sheet 2 of 2 for Edge of Marsh Line Data Tables

Parcel B Hammock  
3.9± ACRES

Hammock No. 4  
5.7± ACRES  
(Includes Causeway)

### Legend

- POC Point of Beginning
- POB Point of Beginning
- ④ Lot Number
- SMB Subdivision Map Book

### Edge Marsh Note:

The edge of marsh line as shown indicates the location of the marsh line as taken from digital aerial orthophotographs. It does not represent a field run survey of the marsh line, and is intended solely to indicate the general location of Parcel A Hammock relative to South Harbor Subdivision.

## Composite Map

Composite Map of Parcel B Hammock and Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia

Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

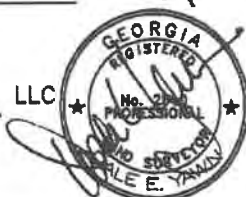
Sheet 1 of 2

To the best of my knowledge and belief, this plat is a correct representation of the land platted, and has been prepared in conformity with the minimum technical standards and requirements of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



Line Data Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 69°30'12" W	18.41'	L43	S 13°53'10" E	37.71'	L85	S 68°08'37" E	36.11'
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L3	S 61°57'42" W	94.73'	L45	S 06°13'27" E	27.83'	L87	N 06°35'22" W	26.59'
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L7	S 11°26'01" W	96.28'	L49	N 56°42'44" W	30.97'	L91	N 58°25'46" E	107.82'
L8	S 84°29'27" W	43.28'	L50	N 57°12'28" W	41.08'	L92	N 27°04'52" W	15.71'
L9	S 59°26'44" W	82.36'	L51	N 65°32'10" W	35.41'	L93	N 05°56'54" E	32.68'
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L14	S 67°35'57" W	49.41'	L56	N 72°45'20" W	41.69'	L98	S 05°18'04" E	40.30'
L15	S 49°56'18" W	38.93'	L57	N 38°34'28" W	62.28'	L99	S 80°08'01" E	51.97'
L16	S 41°37'39" W	72.08'	L58	N 21°29'37" W	54.48'	L100	S 55°14'26" E	43.48'
L17	S 68°06'08" W	72.46'	L59	N 11°20'14" W	45.00'	L101	N 57°03'25" E	24.35'
L18	S 52°08'19" W	73.05'	L60	N 15°21'20" E	73.57'	L102	N 59°05'38" E	49.05'
L19	N 06°35'22" W	35.45'	L61	N 24°55'01" E	60.08'	L103	N 34°50'24" E	47.98'
L20	N 12°51'51" E	38.35'	L62	N 05°58'57" W	67.01'	L104	N 58°39'35" E	50.78'
L21	N 61°54'17" W	28.04'	L63	N 02°01'57" W	80.37'	L105	N 73°40'47" E	40.85'
L22	N 54°46'56" W	54.26'	L64	N 04°31'49" W	59.24'	L106	N 34°00'37" W	21.57'
L23	N 41°14'33" W	68.32'	L65	N 05°01'37" W	87.61'	L107	N 28°12'57" W	30.32'
L24	N 72°56'24" W	23.43'	L66	N 48°40'04" W	39.17'	L108	N 57°30'27" W	14.62'
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L26	S 39°08'05" W	20.56'	L68	N 26°22'03" W	48.23'	L110	N 21°52'58" E	36.09'
L27	S 46°39'13" E	31.97'	L69	N 26°38'57" W	39.82'	L111	N 30°27'01" E	41.52'
L28	S 30°44'51" E	28.17'	L70	N 09°40'56" E	44.31'	L112	N 19°59'37" E	39.64'
L29	S 19°01'23" E	53.55'	L71	N 54°46'56" W	31.65'	L113	N 62°45'10" E	28.62'
L30	S 01°32'47" W	42.61'	L72	N 08°15'40" E	42.91'	L114	S 49°48'49" E	24.09'
L31	S 36°45'48" E	30.35'	L73	N 43°28'26" W	51.42'	L115	S 38°30'14" E	40.93'
L32	N 88°10'57" E	21.36'	L74	N 05°02'25" W	32.80'	L116	S 42°18'17" E	43.45'
L33	N 63°10'14" E	52.75'	L75	N 36°07'15" W	55.42'	L117	S 27°31'31" E	51.63'
L34	S 74°58'01" E	32.25'	L76	N 56°01'41" E	86.30'	L118	S 66°13'07" E	29.81'
L35	S 20°56'50" E	39.34'	L77	S 03°11'03" W	43.89'	L119	N 79°27'37" E	17.96'
L36	S 15°09'50" E	52.35'	L78	S 12°57'49" E	75.09'	L120	N 53°47'26" E	62.26'
L37	S 25°02'06" E	16.82'	L79	S 76°46'20" E	37.14'	L121	N 43°40'23" E	39.20'
L38	S 03°39'06" E	41.53'	L80	S 05°38'06" W	17.59'	L122	S 51°06'23" E	29.69'
L39	S 05°35'01" E	50.53'	L81	S 07°15'41" W	25.19'			
L40	S 11°57'31" E	64.45'	L82	S 33°27'53" E	45.91'			
L41	S 05°10'55" W	79.12'	L83	S 32°48'10" E	62.24'			
L42	S 16°58'45" W	37.71'	L84	S 14°55'28" E	57.51'			

## Exhibit A

## Composite Map

Composite Map of Parcel B Hammock and  
Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia

Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

Sheet 2 of 2

To the best of my knowledge  
and belief, this plat is a correct  
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Dale E. Yawn, R.L.S.  
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24 Island Creek Lane  
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912-897-6307  
yawn2510@bellsouth.net



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709  
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258  
BOOK  
PAGE

327J/714

RETURN TO: (DHD)  
 OLIVER MANER & GRAY LLP  
 P.O. BOX 10186  
 SAVANNAH GA 31412

Hammock 4  
 & Parcel B

FILED FOR RECORD  
 6/18/2007 3:28PM  
 PAID: 16.00  
 Daniel W. Massey, Clerk SR  
 Superior Court of Chatham County  
 Chatham County, Georgia

STATE OF GEORGIA )  
 )  
 COUNTY OF CHATHAM )

BOOK  
 327 J  
 PAGE  
 714

**WARRANTY DEED**

THIS INDENTURE is made on the 3<sup>rd</sup> day of May, 2007, between STEPHEN R. LUFBURROW and DEBORAH L. HOWELL, as Joint Tenants, as Parties of the First Part, and SLDH LLC, a Georgia Limited Liability Company (the "LLC") organized and existing under and by virtue of the laws of the State of Georgia, as Party of the Second Part.

**WITNESSETH:**

That the Parties of the First Part, in consideration of Ten Dollars (\$10.00) in hand paid by the Party of the Second Part and other good and valuable consideration in the form of Limited Liability Company Units, do hereby grant, transfer, assign, bargain, alien, remise, release, confirm and convey unto the Party of the Second Part, its successors and assigns all of their one percent (1%) combined interest in and to the following described property, to wit:

BEING ALL that certain lot, tract or parcel of land situate, lying and being in the 6<sup>th</sup> G.M.D. of Chatham County, Georgia, and being known as Hammock 4 and Parcel B, respectively, on Skidaway Island, as described in the attached Exhibit "A."

[Title has not been examined by the preparer of this Deed].

[Property description has been provided by grantor and not verified by preparer of Deed.]

TOGETHER WITH ALL AND SINGULAR, the rights, easements, members, tenements, hereditaments, and appurtenances to the same being, belonging or in any wise appertaining.



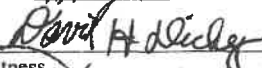
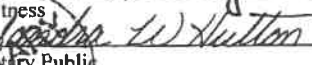
TO HAVE AND TO HOLD the above described and conveyed lands with appurtenances thereunto pertaining to the only proper use, benefit and behoof of the Party of the Second Part, in fee simple, absolutely and forever, subject to the terms of the Articles of Organization and the Operating Agreement of said LLC.

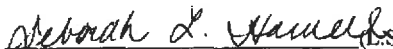
AND LASTLY, PARTIES OF THE FIRST PART, convey fee simple title to said property with appurtenances unto the Party of the Second Part, and will forever warrant and defend by virtue of these presents, as against themselves, the said Parties of the First Part, and persons claiming by, through or under them and as against the claims of each, every and all other person or persons whomsoever.

IN WITNESS WHEREOF, Parties of the First Part have hereunto set their hands and affixed their seals and delivered these presents on the day and year first above written.


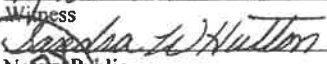
 (L.S.)  
STEPHEN R. LUFBURROW

Signed, sealed, sworn to and delivered this 31st  
day of May, 2007 in the presence of:

  
Witness  
  
Notary Public  
(SEAL)  
My commission expires: April 23, 2010  
Dated: May 31st, 2007

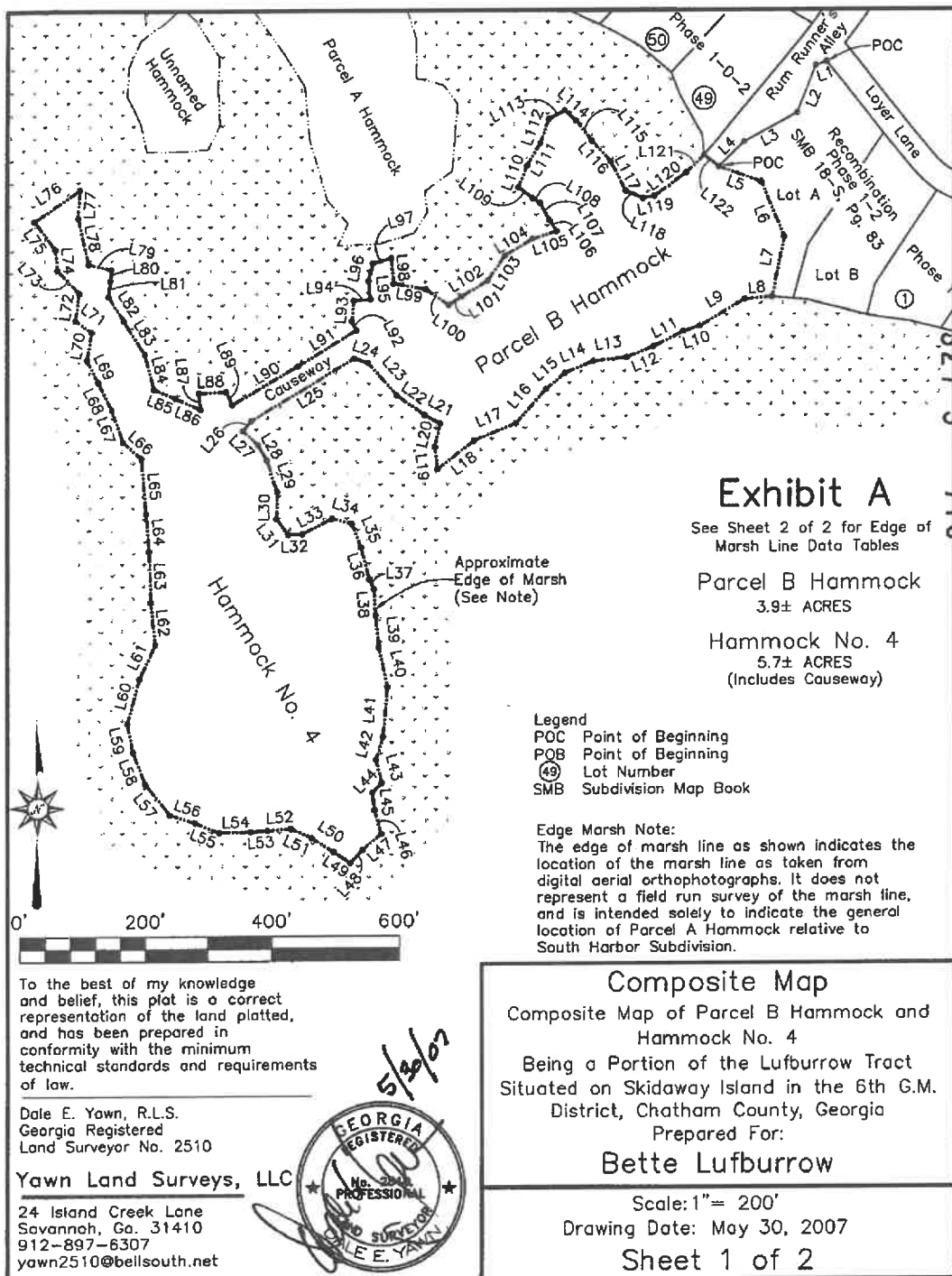
 (L.S.)  
DEBORAH L. HOWELL

Signed, sealed, sworn to and delivered this 31  
day of May, 2007 in the presence of:

  
Witness  
  
Notary Public  
(SEAL)  
My commission expires: April 23, 2010  
Dated: May 31st, 2007

SANDRA W. HUTTON  
Notary Public, Chatham County, GA  
My Commission Expires April 23, 2010

BOOK  
327 J  
PAGE  
715

BOOK PAGE  
327 J 716

Line Data Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 69°30'12" W	18.41'	L43	S 13°53'10" E	37.71'	L85	S 68°08'37" E	36.11'
L2	S 21°47'09" W	78.98'	L44	S 44°04'38" W	20.41'	L86	S 65°28'46" E	44.96'
L3	S 61°57'42" W	94.73'	L45	S 06°13'27" E	27.83'	L87	N 06°35'22" W	26.59'
L4	S 45°34'00" W	56.28'	L46	S 15°09'50" E	39.26'	L88	N 88°10'57" E	42.72'
L5	S 69°52'40" E	71.75'	L47	S 50°33'27" W	38.22'	L89	S 25°02'05" E	22.42'
L6	S 22°42'15" E	94.08'	L48	S 42°59'25" W	28.42'	L90	N 59°33'34" E	118.30'
L7	S 11°26'01" W	96.28'	L49	N 56°42'44" W	30.87'	L91	N 58°25'46" E	107.82'
L8	S 84°29'27" W	43.28'	L50	N 57°12'28" W	41.08'	L92	N 27°04'52" W	15.71'
L9	S 59°26'44" W	82.36'	L51	N 65°32'10" W	35.41'	L93	N 05°56'54" E	32.68'
L10	S 72°16'09" W	26.58'	L52	S 85°38'40" W	36.57'	L94	N 86°06'36" E	26.46'
L11	S 63°10'14" W	52.75'	L53	S 86°06'36" W	26.46'	L95	N 05°53'24" W	29.07'
L12	S 68°34'21" W	44.96'	L54	S 88°36'46" W	48.98'	L96	N 14°35'15" E	28.88'
L13	S 83°25'20" W	53.21'	L55	N 67°18'21" W	41.69'	L97	N 74°12'15" E	29.13'
L14	S 67°35'57" W	49.41'	L56	N 72°45'20" W	41.69'	L98	S 05°18'04" E	40.30'
L15	S 49°56'18" W	38.93'	L57	N 38°34'28" W	62.28'	L99	S 80°08'01" E	51.97'
L16	S 41°37'39" W	72.08'	L58	N 21°29'37" W	54.48'	L100	S 55°14'26" E	43.48'
L17	S 68°06'08" W	72.46'	L59	N 11°20'14" W	45.00'	L101	N 57°03'25" E	24.35'
L18	S 52°08'19" W	73.05'	L60	N 15°21'20" E	73.57'	L102	N 59°05'38" E	49.05'
L19	N 06°35'22" W	35.45'	L61	N 24°55'01" E	60.08'	L103	N 34°50'24" E	47.98'
L20	N 12°51'51" E	38.35'	L62	N 05°58'57" W	67.01'	L104	N 58°39'35" E	50.78'
L21	N 61°54'17" W	28.04'	L63	N 02°01'57" W	80.37'	L105	N 73°40'47" E	40.85'
L22	N 54°46'56" W	54.26'	L64	N 04°31'49" W	59.24'	L106	N 34°00'37" W	21.57'
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L25	S 59°02'08" W	188.89'	L67	N 20°16'08" W	54.00'	L109	N 52°38'06" W	27.84'
L26	S 39°08'05" W	20.56'	L68	N 26°22'03" W	48.23'	L110	N 21°52'58" E	36.09'
L27	S 46°39'13" E	31.97'	L69	N 26°38'57" W	39.82'	L111	N 30°27'01" E	41.52'
L28	S 30°44'51" E	28.17'	L70	N 09°40'56" E	44.31'	L112	N 19°59'37" E	39.64'
L29	S 19°01'23" E	53.55'	L71	N 54°46'56" W	31.65'	L113	N 62°45'10" E	28.62'
L30	S 01°32'47" W	42.61'	L72	N 08°15'40" E	42.91'	L114	S 49°48'49" E	24.09'
L31	S 36°45'48" E	30.35'	L73	N 43°28'26" W	51.42'	L115	S 38°30'14" E	40.93'
L32	N 88°10'57" E	21.36'	L74	N 05°02'25" W	32.80'	L116	S 42°18'17" E	43.45'
L33	N 63°10'14" E	52.75'	L75	N 36°07'15" W	55.42'	L117	S 27°31'31" E	51.63'
L34	S 74°58'01" E	32.25'	L76	N 56°01'41" E	86.30'	L118	S 66°13'07" E	29.81'
L35	S 20°56'50" E	39.34'	L77	S 03°11'03" W	43.89'	L119	N 79°27'37" E	17.96'
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L37	S 25°02'06" E	16.82'	L79	S 76°48'20" E	37.14'	L121	N 43°40'23" E	39.20'
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L39	S 05°35'01" E	50.53'	L81	S 07°15'41" W	25.19'			
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L42	S 16°58'45" W	37.71'	L84	S 14°55'28" E	57.51'			

BOOK PAGE  
327 717

## Exhibit A

## Composite Map

Composite Map of Parcel B Hammock and Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia

Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

Sheet 2 of 2

To the best of my knowledge and belief, this plat is a correct representation of the land platted, and has been prepared in conformity with the minimum technical standards and requirements of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



Clock#  
FILED FOR RECORD

6/18/2007 03:28pm

PAID: 16.00

Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

RETURN TO: (DHD)  
OLIVER MANER & GRAY LLP  
P.O. BOX 10186  
SAVANNAH GA 31412

Real Estate Transfer Tax

PAID \$125.80

STATE OF GEORGIA

COUNTY OF CHATHAM

*[Signature]*  
For Clerk of Superior Court

**WARRANTY DEED**

THIS INDENTURE is made on the 31 day of May, 2007, between BETTE S. LUFBURROW, as Party of the First Part, and STEPHEN R. LUFBURROW and DEBORAH L. HOWELL, as Joint Tenants, as Parties of the Second Part.

**WITNESSETH:**

That the Party of the First Part, in consideration of Ten Dollars (\$10.00) in hand paid by the Parties of the Second Part and other good and valuable consideration, does hereby grant, transfer, assign, bargain, alien, remise, release, confirm and convey unto the Parties of the Second Part, their successors and assigns a one percent (1%) interest as tenants in common in and to the following described property, to wit:

BEING ALL that certain lot, tract or parcel of land situate, lying and being in the 6<sup>th</sup> G.M.D. of Chatham County, Georgia, and being known a Hammock 4 and Parcel B, respectively, on Skidaway Island, as described in the attached Exhibit "A."

[Title has not been examined by the preparer of this Deed].  
[Property description has been provided by grantor and not verified by preparer of Deed.]

TOGETHER WITH ALL AND SINGULAR, the rights, easements, members, tenements, hereditaments, and appurtenances to the same being, belonging or in any wise appertaining.

BOOK  
327 J  
PAGE  
710

327-J/710-713

Hammock 4  
+ Parcel B.



TO HAVE AND TO HOLD the above described and conveyed lands with appurtenances thereunto pertaining to the only proper use, benefit and behoof of the Parties of the Second Part, in fee simple, absolutely and forever.

AND LASTLY, PARTY OF THE FIRST PART, conveys fee simple title to said property with appurtenances unto the Parties of the Second Part, and will forever warrant and defend by virtue of these presents, as against herself, the said Party of the First Part, and persons claiming by, through or under her and as against the claims of each, every and all other person or persons whomsoever.

IN WITNESS WHEREOF, Party of the First Part has hereunto set her hand and affixed her seal and delivered these presents on the day and year first above written.

Bette S. Lufburrow (L.S.)  
BETTE S. LUFBURROW

Signed, sealed, sworn to and delivered this 31st  
day of May, 2007 in the presence of:

Bette S. Lufburrow

Witness

Sandra W. Hutton

Notary Public

(SEAL)

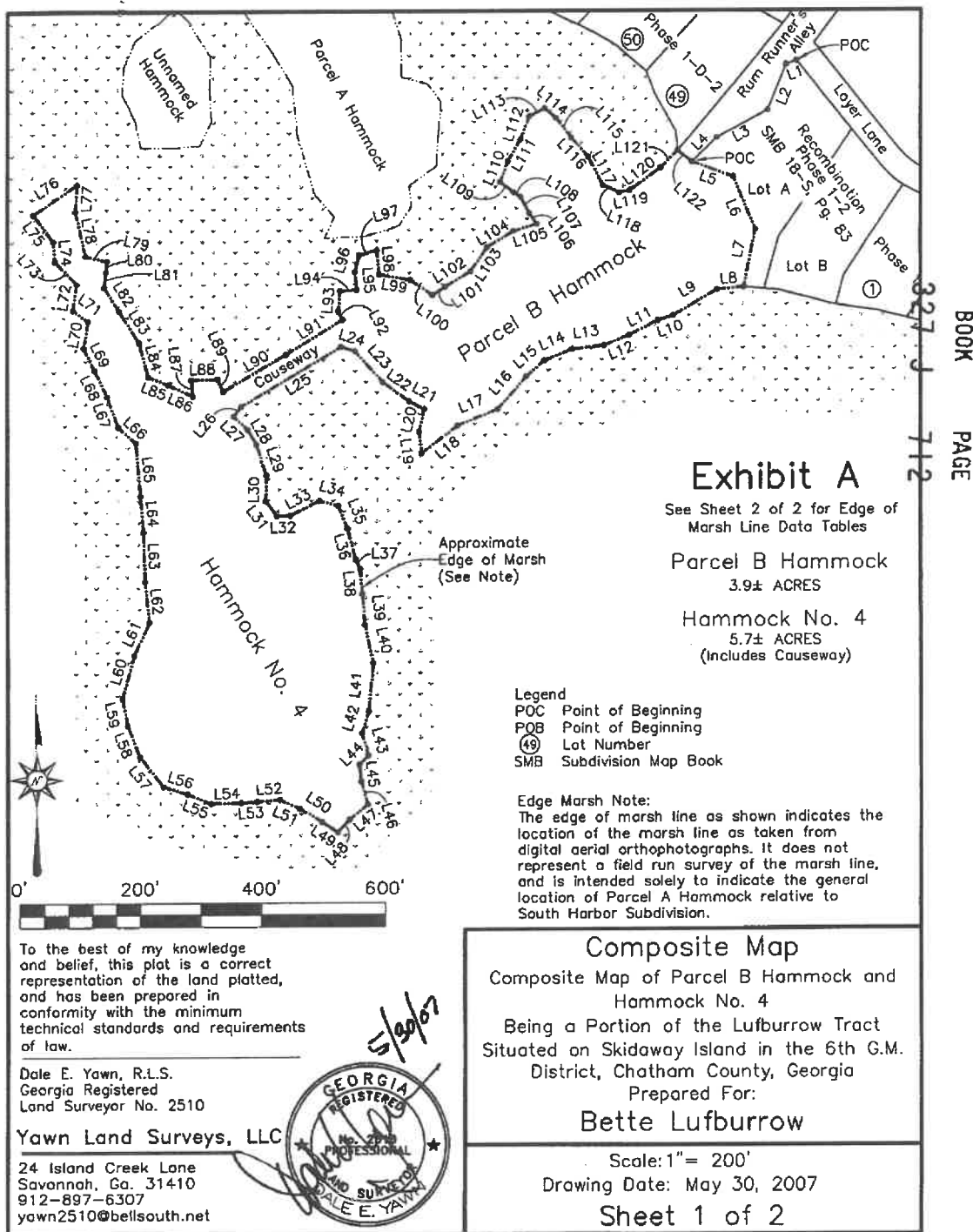
My commission expires: April 24, 2010

Date: May 31st, 2007



SANDRA W. HUTTON  
Notary Public, Chatham County, GA  
My Commission Expires April 23, 2010

BOOK  
PAGE  
327 J 711



Line Data Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 69°30'12" W	18.41'	L43	S 13°53'10" E	37.71'	L85	S 68°08'37" E	36.11'
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327 J 713  
BOOK PAGE

## Exhibit A

## Composite Map

Composite Map of Parcel B Hammock and  
Hammock No. 4  
Being a Portion of the Lufburrow Tract  
Situated on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia  
Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

Sheet 2 of 2

To the best of my knowledge  
and belief, this plot is a correct  
representation of the land platted,  
and has been prepared in  
conformity with the minimum  
technical standards and requirements  
of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



FILED FOR RECORD

6/18/2007 03:27pm

PAID: 16.00

Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

Real Estate Transfer Tax

PAID \$25.80

RETURN TO: (DHD)  
OLIVER MANER & GRAY LLP  
P.O. BOX 10186  
SAVANNAH GA 31412STATE OF GEORGIA )  
COUNTY OF CHATHAM )M. Johnson  
For Clerk of Superior Court**WARRANTY DEED**

THIS INDENTURE is made on the 31 day of May, 2007, between BETTE S. LUFBURROW, as Party of the First Part, and ALBERT B. LUFBURROW, as Party of the Second Part.

**WITNESSETH:**

That the Party of the First Part, in consideration of Ten Dollars (\$10.00) in hand paid by the Party of the Second Part and other good and valuable consideration, does hereby grant, transfer, assign, bargain, alien, remise, release, confirm and convey unto the Party of the Second Part, his successors and assigns a one percent (1%) interest in and to the following described property, to wit:

BEING ALL that certain lot, tract or parcel of land situate, lying and being in the 6<sup>th</sup> G.M.D. of Chatham County, Georgia, and being known as Hammock 4 and Parcel B, respectively, on Skidaway Island, as described in the attached Exhibit "A."

[Title has not been examined by the preparer of this Deed].

[Property description has been provided by grantor and not verified by preparer of Deed.]

TOGETHER WITH ALL AND SINGULAR, the rights, easements, members, tenements, hereditaments, and appurtenances to the same being, belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described and conveyed lands with appurtenances

BOOK  
PAGE  
327 J 706Hammock 4  
& Parcel B327J/706  
709

thereunto pertaining to the only proper use, benefit and behoof of the Party of the Second Part, in fee simple, absolutely and forever.

AND LASTLY, PARTY OF THE FIRST PART, conveys fee simple title to said property with appurtenances unto the Party of the Second Part, and will forever warrant and defend by virtue of these presents, as against herself, the said Party of the First Part, and persons claiming by, through or under her and as against the claims of each, every and all other person or persons whomsoever.

IN WITNESS WHEREOF, Party of the First Part has hereunto set her hand and affixed her seal and delivered these presents on the day and year first above written.

Bette S. Lufburrow (L.S.)  
BETTE S. LUFBURROW

Signed, sealed, sworn to and delivered this 31st  
day of May, 2007 in the presence of:

Bette S. Lufburrow  
Witness

Sandra W. Hutton  
Notary Public

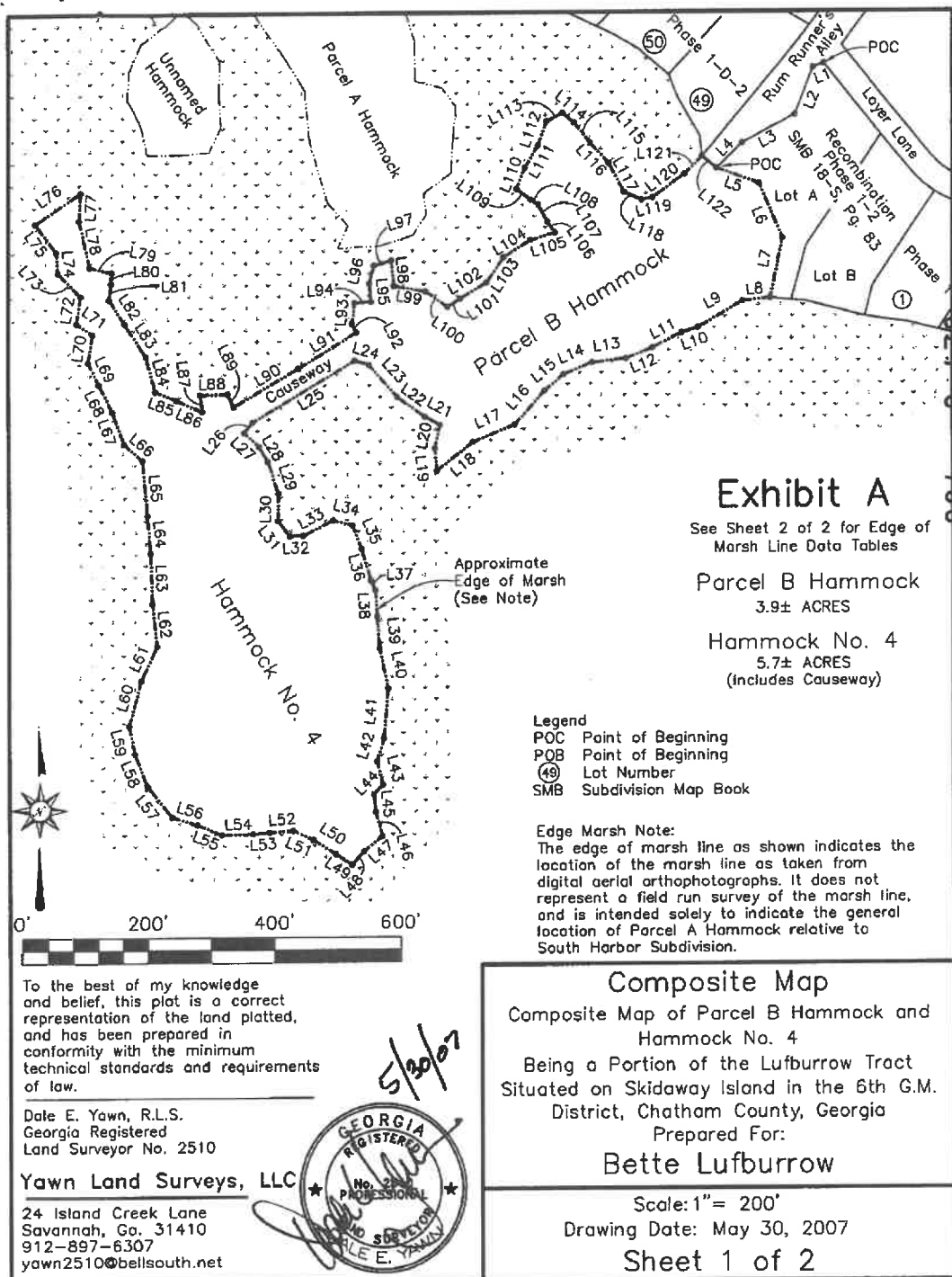
(SEAL)

My commission expires: April 23, 2010  
Dated: May 31st, 2007



SANDRA W. HUTTON  
Notary Public, Chatham County, GA  
My Commission Expires April 23, 2010

BOOK  
327 J  
PAGE  
707

BOOK PAGE  
327 J 708



Line Data Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 69°30'12" W	18.41'	L43	S 13°53'10" E	37.71'	L85	S 68°08'37" E	36.11'
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L4	S 45°34'00" W	56.28'	L46	S 15°09'50" E	39.26'	L88	N 88°10'57" E	42.72'
L5	S 69°52'40" E	71.75'	L47	S 50°33'27" W	38.22'	L89	S 25°02'05" E	22.42'
L6	S 22°42'15" E	94.08'	L48	S 42°50'25" W	28.42'	L90	N 59°33'34" E	118.30'
L7	S 11°26'01" W	96.28'	L49	N 56°42'44" W	30.97'	L91	N 58°25'46" E	107.82'
L8	S 84°29'27" W	43.28'	L50	N 57°12'28" W	41.08'	L92	N 27°04'52" W	15.71'
L9	S 59°26'44" W	82.36'	L51	N 65°32'10" W	35.41'	L93	N 05°56'54" E	32.68'
L10	S 72°16'09" W	26.58'	L52	S 85°38'40" W	36.57'	L94	N 86°06'36" E	26.46'
L11	S 63°10'14" W	52.75'	L53	S 86°06'36" W	26.46'	L95	N 05°53'24" W	29.07'
L12	S 68°34'21" W	44.96'	L54	S 88°36'46" W	48.98'	L96	N 14°35'15" E	28.88'
L13	S 83°25'20" W	53.21'	L55	N 67°18'21" W	41.69'	L97	N 74°12'15" E	29.13'
L14	S 67°35'57" W	49.41'	L56	N 72°45'20" W	41.69'	L98	S 05°18'04" E	40.30'
L15	S 49°56'18" W	38.93'	L57	N 38°34'28" W	62.28'	L99	S 80°08'01" E	51.97'
L16	S 41°37'39" W	72.08'	L58	N 21°29'37" W	54.48'	L100	S 55°14'26" E	43.48'
L17	S 68°06'08" W	72.46'	L59	N 11°20'14" W	45.00'	L101	N 57°03'25" E	24.35'
L18	S 52°08'19" W	73.05'	L60	N 15°21'20" E	73.57'	L102	N 59°05'38" E	49.05'
L19	N 06°35'22" W	35.45'	L61	N 24°55'01" E	60.08'	L103	N 34°50'24" E	47.98'
L20	N 12°51'51" E	38.35'	L62	N 05°58'57" W	67.01'	L104	N 58°39'35" E	50.78'
L21	N 61°54'17" W	28.04'	L63	N 02°01'57" W	80.37'	L105	N 73°40'47" E	40.85'
L22	N 54°46'56" W	54.26'	L64	N 04°31'49" W	59.24'	L106	N 34°00'37" W	21.57'
L23	N 41°14'33" W	68.32'	L65	N 05°01'37" W	87.61'	L107	N 28°12'57" W	30.32'
L24	N 72°56'24" W	23.43'	L66	N 48°40'04" W	39.17'	L108	N 57°30'27" W	14.62'
L25	S 59°02'08" W	188.89'	L67	N 20°16'08" W	54.00'	L109	N 52°38'06" W	27.84'
L26	S 39°08'05" W	20.56'	L68	N 26°22'03" W	48.23'	L110	N 21°52'58" E	36.09'
L27	S 46°39'13" E	31.97'	L69	N 26°38'57" W	39.82'	L111	N 30°27'01" E	41.52'
L28	S 30°44'51" E	28.17'	L70	N 09°40'56" E	44.31'	L112	N 19°59'37" E	39.64'
L29	S 19°01'23" E	53.55'	L71	N 54°46'56" W	31.85'	L113	N 62°45'10" E	28.62'
L30	S 01°32'47" W	42.61'	L72	N 08°15'40" E	42.91'	L114	S 49°48'49" E	24.09'
L31	S 36°45'48" E	30.35'	L73	N 43°28'26" W	51.42'	L115	S 38°30'14" E	40.93'
L32	N 88°10'57" E	21.36'	L74	N 05°02'25" W	32.80'	L116	S 42°18'17" E	43.45'
L33	N 63°10'14" E	52.75'	L75	N 36°07'15" W	55.42'	L117	S 27°31'31" E	51.63'
L34	S 74°58'01" E	32.25'	L76	N 56°01'41" E	86.30'	L118	S 66°13'07" E	29.81'
L35	S 20°56'50" E	39.34'	L77	S 03°11'03" W	43.89'	L119	N 79°27'37" E	17.96'
L36	S 15°09'50" E	52.35'	L78	S 12°57'49" E	75.09'	L120	N 53°47'26" E	62.26'
L37	S 25°02'06" E	16.82'	L79	S 76°46'20" E	37.14'	L121	N 43°40'23" E	39.20'
L38	S 03°39'06" E	41.53'	L80	S 05°38'06" W	17.59'	L122	S 51°06'23" E	29.69'
L39	S 05°35'01" E	50.53'	L81	S 07°15'41" W	25.19'			
L40	S 11°57'31" E	64.45'	L82	S 33°27'53" E	45.91'			
L41	S 05°10'55" W	79.12'	L83	S 32°48'10" E	62.24'			
L42	S 16°58'45" W	37.71'	L84	S 14°55'28" E	57.51'			

327 J 709

BOOK PAGE

## Exhibit A

## Composite Map

Composite Map of Parcel B Hammock and Hammock No. 4

Being a Portion of the Lufburrow Tract  
Situating on Skidaway Island in the 6th G.M.  
District, Chatham County, Georgia

Prepared For:

Bette Lufburrow

Scale: 1" = 200'

Drawing Date: May 30, 2007

Sheet 2 of 2

To the best of my knowledge and belief, this plat is a correct representation of the land platted, and has been prepared in conformity with the minimum technical standards and requirements of law.

Dale E. Yawn, R.L.S.  
Georgia Registered  
Land Surveyor No. 2510

Yawn Land Surveys, LLC

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



Clock#: 785471  
 FILED FOR RECORD  
 3/30/2006 09:54am  
 PAID: 12.00  
 Daniel W. Massey, Clerk  
 Superior Court of Chatham County  
 Chatham County, Georgia

Return to A.B. Lufburrow  
 P.O. Box 14143  
 Savannah, Ga 31416

3034/150-151

STATE OF GEORGIA  
 COUNTY OF CHATHAM

DEED OF GIFT

THIS INDENTURE, made and entered into the 29<sup>th</sup> day of March, 2006, between ALBERT B. Lufburrow, as Party of the First Part, and BETTE S. LUFBURROW, as Party of the Second Part.

WITNESSETH:

That the Party of the First Part, for and in consideration of the love and affection the he bears to his wife, has given, granted and conveyed and by these presents does hereby give, grant and convey unto Party of the Second Part, her successors and assigns, his one-half (1/2) undivided interest in and to the following described property:

All that certain tract or parcel of land situate, lying, and being on Skidaway Island, Chatham County, Georgia and known upon a map or plan made by L. D. Bradley, registered Land Surveyor, dated December 29, 1970, which is recorded in Plat Record Book Y, Page 187 in the Office of the Clerk of Superior Court of Chatham County, Georgia, reference to which is made for more specific description, as Hammocks No. 4 and a portion or parcel "B", containing 12.5 acres, more or less, of high ground, and adjacent marshlands, and described as follows:

Commencing at a concrete monument on the western side of Proposed Road Project No. PR. 7040, running thence N 52° - 43' W, a distance of 36' to a 73' to a concrete monument; running thence S 37° - 17" W, a distance of 41.73' to a point; running thence N 48° - 02' - 13" W, a distance of 564.77'; running thence N 74° - 42' - 00" W, a distance of 582' to a point which is the point of beginning; running then S 15° - 18' W from said point of beginning, a distance of 1120', more or less, to a point; running thence generally in a southwestwardly direction and following the curvature of Delegal Creek, a distance of 1550', more or less; continuing then in a generally northwestwardly direction and following the curvature of Delegal Creek to a point; running thence N 51° - 06'E, a distance of 820', more or less, to a point; and continuing in the same direction N 51° 06' E, a distance of 134', more or less, to a point; running thence generally in an eastwardly direction, a distance of 1025', more or less, to a point; running S 62° - 57' E, a distance of 256' to a point;

BOOK  
 303 Y  
 PAGE  
 150

Hammock 4  
 & pt parcel B

S 62° - 57' E, a distance of 256' to a point; running thence S 15° - 18' W, a distance of 162', more or less, to a point which is the point of beginning.

This being the same property conveyed to Bette S. Lufburrow by Gift Deed dated December 16, 1977 from Albert B. Lufburrow, and recorded in Record Book 109-W, Folio 287, Chatham County Records. This property is also known as 0 Green Island Road according to the present system of numbering and is also identified with the Chatham County Board of Assessors as Property Identification Number 1-0396-01-001Y.

[TITLE NEITHER EXAMINED NOR CERTIFIED BY PREPARER OF THIS INSTRUMENT]

TOGETHER WITH ALL AND SINGULAR, the improvements, rights, members, hereditaments and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, claim and demand of the Party of the First Part of, in or to the same and every part and parcel thereof.

TO HAVE AND TO HOLD the said property unto the Party of the Second Part, his successors and assigns.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set her hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of this the  
29th day of March, 2006.

Mark L. Noonan  
Witness

Albert B. Lufburrow  
ALBERT B. LUFBURROW

Lisa K. Johnson  
Notary Public

**LISA K. JOHNSON**  
Notary Public, Chatham County, GA  
My Commission Expires March 25, 2007



BOOK  
303 Y 151  
PAGE

Clock#: 483519  
FILED FOR RECORD

12/29/2003 04:03pm

PAID: 12.00

Susan D. Prouse, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

263-U/  
280-  
281

Hammock 4  
+ Parcel B

This document prepared by:  
M. Lane Morrison  
Hunter, Maclean, Exley & Dunn, P.C.  
P.O. Box 9848  
Savannah, Georgia 31412-0048

STATE OF GEORGIA

§  
§  
§

COUNTY OF CHATHAM

DEED OF GIFT

THIS INDENTURE, made and entered into the 23<sup>rd</sup> day of December, 2003, between **BETTE S. LUFBURROW**, as Party of the First Part, and **ALBERT B. LUFBURROW**, as Party of the Second Part.

WITNESSETH:

That the Party of the First Part, for and in consideration of the love and affection that she bears to her husband, has given, granted and conveyed and by these presents does hereby give, grant and convey unto Party of the Second Part, his successors and assigns, a one-half (1/2) undivided interest in and to the following described property:

All that certain tract or parcel of land situate, lying, and being on Skidaway Island, Chatham County, Georgia and known upon a map or plan made by L. D. Bradley, registered Land Surveyor, dated December 29, 1970, which is recorded in Plat Record Book Y, Page 187 in the Office of the Clerk of Superior Court of Chatham County, Georgia, reference to which is made for more specific description, as Hammock No. 4 and a portion or parcel "B", containing 12.5 acres, more or less, of high ground, and adjacent marshlands, and described as follows:

Commencing at a concrete monument on the western side of Proposed Road Project No. PR. 7040, running thence N 52° - 43' W, a distance of 36' to a concrete monument; running thence S 37° - 17' W, a distance of 41.73' to a point; running thence N 48° - 02' - 13" W, a distance of 564.77'; running thence N 74° - 42' - 00" W, a distance of 582' to a point which is the point

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10455.1

263 U  
BOOK  
PAGE  
280

of beginning; running then S 15° - 18' W from said point of beginning, a distance of 1120', more or less, to a point; running thence generally in a southwestwardly direction and following the curvature of Delegal Creek, a distance of 1550', more or less; continuing then in a generally northwestwardly direction and following the curvature of Delegal Creek to a point; running thence N 51° - 06' E, a distance of 820', more or less, to a point; and continuing in the same direction N 51° 06' E, a distance of 134', more or less, to a point; running thence generally in an eastwardly direction, a distance of 1025', more or less, to a point; running thence S 62° - 57' E, a distance of 256' to a point; running thence S 15° - 18' W, a distance of 162', more or less, to a point which is the point of beginning.

This being the same property conveyed to Bette S. Lufburrow by Gift Deed dated December 16, 1977 from Albert B. Lufburrow, and recorded in Record Book 109-W, Folio 287, Chatham County Records. This property is also known as 0 Green Island Road according to the present system of numbering and is also identified with the Chatham County Board of Assessors as Property Identification Number 1-0396-01-001Y.

[TITLE NEITHER EXAMINED NOR CERTIFIED BY PREPARER OF THIS INSTRUMENT]

TOGETHER WITH ALL AND SINGULAR, the improvements, rights, members, hereditaments and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, claim and demand of the Party of the First Part of, in or to the same and every part and parcel thereof.

TO HAVE AND TO HOLD the said property unto the Party of the Second Part, his successors and assigns.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set her hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of this the  
23<sup>rd</sup> day of December, 2003.

Beverly Cook  
Witness

Bette S. Lufburrow  
BETTE S. LUFBURROW

Martha Noonan  
Notary Public  
**NOTARY**  
**SEAL**  
MARTHA NOONAN  
Notary Public, Chatham County, GA  
My Commission Expires January 3, 2005

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BOOK  
PAGE  
263 U 281





STATE OF GEORGIA )  
COUNTY OF CHATHAM )

109-w/287-  
288

287

Hammock 4  
x 12.5 ac. of  
Parcel B.

THIS INDENTURE made and entered into this 16th day of December, 1977, by and Between ALBERT B. LUFBURROW, of Chatham County, Georgia, Party of the First Part, and BETTE S. LUFBURROW, of Chatham County, Georgia, Party of the Second Part.

W I T N E S S E T H

The Party of the First Part, for and in consideration of the love and affection that he bears to his wife, Bette S. Lufburrow, Party of the Second Part, has given, granted, and conveyed and by these presents does hereby give, grant, and convey unto the Party of the Second Part, her heirs and assigns, all of that property in Chatham County described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property, together with the rights, members, hereditaments and appurtenances to the same belonging or in any wise appertaining, unto the party of the second part, her heirs and assigns, in fee simple forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and seal on the day and year first above written.

Albert B. Lufburrow (SEAL)

Signed, sealed and delivered in the presence of

William L. Niver

Madalyn L. Niver  
Notary Public  
CHATHAM COUNTY, GA.  
My Commission Expires Dec. 2, 1980

ALL that certain tract or parcel of land situate, lying, and being on Skidaway Island, Chatham County, Georgia and known upon a map or plan made by L. D. Bradley, registered Land Surveyor, dated December 29, 1970, which is recorded in Plat Record Book Y, Page 187 in the Office of the Clerk of Superior Court of Chatham County, Georgia, reference to which is made for more specific description, as Hammock No. 4 and a portion or parcel "B", containing 12.5 acres, more or less, of high ground, and adjacent marshlands, and described as follows:

Commencing at a concrete monument on the western side of Proposed Road Project No. PR. 7040, running thence N 52°-43' W, a distance of 36' to a concrete monument; running thence S 37°-17' W, a distance of 41.73' to a point; running thence N 48°-02'-13" W, a distance of 564.77'; running thence N 74°-42'-00" W, a distance of 582' to a point which is the point of beginning; running then S 15°-18' W from said point of beginning, a distance of 1120', more or less, to a point; running thence generally in a southwestwardly direction and following the curvature of Delegal Creek, a distance of 1550', more or less; continuing then in a generally northwestwardly direction and following the curvature of Delegal Creek to a point; running thence N 51°-06' E, a distance of 820', more or less, to a point; and continuing in the same direction N 51°-06' E, a distance of 134', more or less, to a point; running thence generally in an eastwardly direction, a distance of 1025', more or less, to a point; running thence S 62°-57' E, a distance of 256' to a point; running thence S 15°-18' W, a distance of 162', more or less, to a point which is the point of beginning.

The foregoing property is a portion of that property shown on a Plat recorded in Plat Record Book V, Folio 179 of aforesaid records, reference to which is also made, and conveyed to Albert B. Lufburrow by Deed dated December 20, 1972 and recorded in Record Book 101P, Folio 821, aforesaid records.

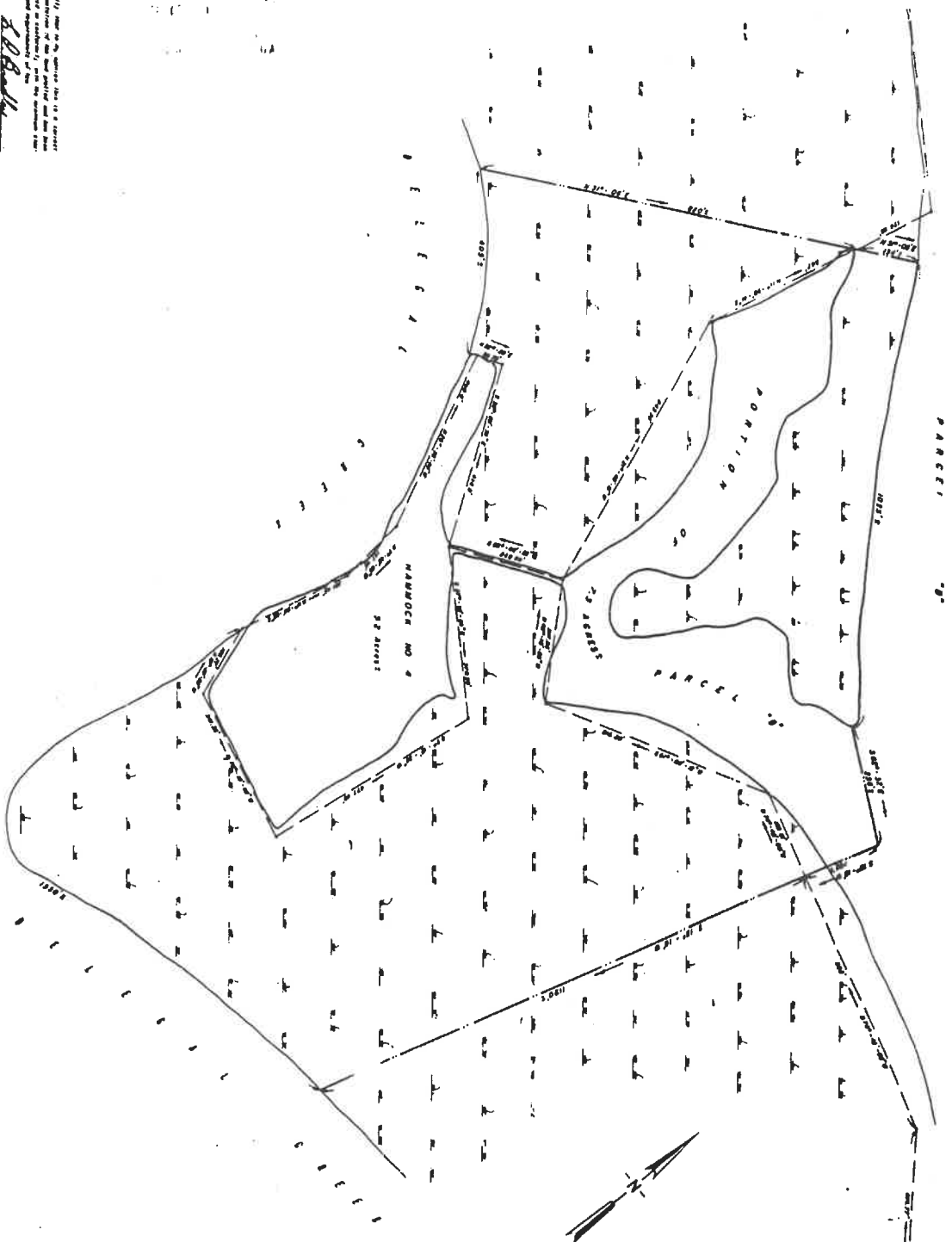
Filed for record At 12:49 O'Clock P.M. On The  
 28th Day Of Dec. 1977  
 Recorded In Record Book 109:W. Folio 287  
 On The 28th Day Of Dec. 1977

CLERK, SUPERIOR COURT, CHATHAM CO. GA.

EXHIBIT A

PRB Y-187

*L. B. Gandy*  
 L. B. GANDY, LAND SURVEYOR  
 4000 WHITE STREET  
 JACKSONVILLE, FLORIDA  
 December 27, 1970



PROPOSED  
 ROAD  
 PROJECT  
 PRB Y-187

Line of course of original survey 174280  
 bearing on 22.8 degree  
 This line based on survey by L.B. Gandy,  
 Land Surveyor, dated November 25, 1969

Y-187

Line of Survey  
 Original Survey

SURVEY NO. 1: PARCELS NO. 4 AND A PORTION OF  
 PARCELS 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 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624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 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2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160,

IN THE PROBATE COURT  
COUNTY OF CHATHAM  
STATE OF GEORGIA

IN RE: ESTATE OF

ALBERT B. LUFBURROW,  
DECEASED

)  
)  
)  
)

ESTATE NO. P17-01017-PB

LETTERS TESTAMENTARY  
(Relieved of Filing Returns)

At a regular term of Probate Court, the Last Will and Testament dated **February 1st, 2008**, of the above named Decedent, who was domiciled in this County at the time of his or her death or was domiciled in another state but owned property in this County at the time of his or her death, was legally proven in Solemn Form to be the Decedent's Will and was admitted to record by order, and it was further ordered that **STEPHEN R. LUFBURROW**, named as Executor(s) in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor(s).

THEREFORE, the said Executor(s), having taken the oath of office and complied with all necessary prerequisites of the law, is/are legally authorized to discharge all the duties and exercise all powers of Executor(s) under the Will of said Deceased, according to the Decedent's Will and the law.

Given under my hand and official seal, the **6th day of September, 2017**.

*Thomas C. Borden*  
\_\_\_\_\_  
Judge of the Probate Court

NOTE: The following must be signed if the  
Judge does not sign the original of  
this document:

Issued by:

\_\_\_\_\_  
Chief Clerk/Deputy Clerk of the Probate Court



THIS IS TO CERTIFY/EXEMPLIFY that the within and  
Foregoing is a true and correct copy of the original,  
That is in full force and effect.

**LETTERS TESTAMENTARY**

Filed in the Clerk's Office of the Probate Court of  
Chatham County

This 6th day of SEPTEMBER, 2017

*[Signature]*  
\_\_\_\_\_  
Deputy Clerk, The Probate Court of Chatham County

IN THE PROBATE COURT  
COUNTY OF CHATHAM  
STATE OF GEORGIA

IN RE: ESTATE OF

BETTE S. LUFBURROW,

DECEASED

)  
)  
)  
)

ESTATE NO. P22-00892-PB

**ORDER ADMITTING WILL TO PROBATE IN SOLEMN FORM**

An alleged Last Will and Testament dated **February 01, 2008**, was propounded.

**STEPHEN R. LUFBURROW** was/were nominated Personal Representative(s) by the Testator. The Court finds that the Decedent died domiciled within, or domiciled outside the State of Georgia but owning property within, the above County. **Petitioner Stephen R. Lufburrow appeared before the Court for an oath hearing on August 25, 2022, via WebEx video conference. Under sworn testimony, Petitioner testified that Decedent had no other children born, adopted or deceased other than the heirs listed in paragraph 3 of the petition.** The Court further finds that all of the heirs at law were served or acknowledged service. The Court further finds that no objection has been filed, and all requirements of law have been fulfilled. The Court further finds that the propounded Will is self-proving or has been proved by one or more witnesses.

ACCORDINGLY, IT IS ORDERED that the Will dated **February 01, 2008**, is established as the Last Will and Testament of the Decedent ("the Decedent's Will"); that the Will be admitted to record as proven in Solemn Form; and, that the nominated Executor(s) named above has/have leave to qualify as Personal Representative(s) by taking the required oath, after which Letters Testamentary shall issue. The Clerk shall serve the Personal Representative(s) with copies of this Order and the Letters upon qualification.

IT IS FURTHER ORDERED that the Personal Representative(s) shall disburse all property according to the terms of the Decedent's Will and shall maintain all records of income and disbursements until discharged by Order of this Court.

IT IS FURTHER ORDERED that: *[Initial all that apply]*

- ☐ (a) An inventory shall be filed.  
☐ (b) Annual returns shall be filed.  
☐ (c) Letters of testamentary conservatorship shall issue to \_\_\_\_\_  
☐ (d) Letters of testamentary guardianship shall issue to \_\_\_\_\_

SO ORDERED this 31<sup>st</sup> day of August, 2022

  
Associate Judge or Chief Clerk of the Probate Court

**IN THE PROBATE COURT OF CHATHAM COUNTY  
STATE OF GEORGIA**

**IN RE: ESTATE OF**

**BETTE S. LUFBURROW,**

**DECEASED**

)  
)  
)  
)

**ESTATE NO. P22-00892-PB**

**LETTERS TESTAMENTARY**  
*(Relieved of Filing Returns)*

At a regular term of Probate Court, the Last Will and Testament dated **FEBRUARY 1, 2008**, of the above named Decedent, who was domiciled in this County at the time of his or her death or was domiciled in another state but owned property in this County at the time of his or her death, was legally proven in Solemn Form to be the Decedent's Will and was admitted to record by order, and it was further ordered that **STEPHEN R. LUFBURROW**, named as Executor(s) in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor(s).

THEREFORE, the Executor(s), **STEPHEN R. LUFBURROW**, having taken the oath of office and complied with all necessary prerequisites of the law, is/are legally authorized to discharge all the duties and exercise all powers of Executor(s) under the Will of said Decedent, according to the Decedent's Will and the law.

Given under my hand and official seal, the 31<sup>st</sup> day of August, 2022

  
WENDY W. WILLIAMSON  
Associate Judge of the Probate Court

*NOTE: The following must be signed if the  
Judge does not sign the original of  
this document:*

Issued by:

\_\_\_\_\_  
Chief Clerk of the Probate Court





**OPERATING AGREEMENT**  
**of**  
**SLDH LLC**

**ARTICLE I**  
**DEFINITIONS**

Unless otherwise expressly provided herein, the following terms used in this Operating Agreement shall have the following meanings:

1.01 "Articles of Organization" shall refer to the Articles of Organization of SLDH LLC, as filed with the Secretary of State of the State of Georgia, as the same may be amended from time to time.

1.02 "Capital Account" means a capital account maintained in accordance with the rules contained in Treas. Reg. § 1.704-1(b)(2)(iv), as amended from time to time.

1.03 "Capital Contribution" means any contribution (as defined in O.C.G.A. § 14-11-101(4)) to the capital of the Company in cash or property by a Member whenever made.

1.04 "Code" refers to the Internal Revenue Code of 1986, as amended and recodified from time to time.

1.05 "Company" means SLDH LLC.

1.06 "Distributable Cash" means all cash, revenues, and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all cash expenditures incurred incident to the normal operation of the Company's business; (ii) all principal and interest payments on indebtedness of the Company; and (iii) such reserves (if any) as the Managers reasonably in good faith and in a fiduciary capacity deem necessary to the proper operation of the Company's business.

1.07 "Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

1.08 "Georgia Act" refers to the Georgia Limited Liability Company Act, codified as O.C.G.A. §§ 14-11-100 et seq.

1.09 "Initial Capital Contribution" means the initial contribution made by a Member to the capital of the Company.

1.10 "Manager" means one or more Managers designated pursuant to this Operating Agreement and serving at the time in question. The Managers shall have the sole right to exercise powers conferred in Section 5.01(a) hereof, and the right if also a Member, to participate, along with other Members, in the exercise of powers conferred under Section 5.01(d) hereof.

1.11 "Member" means each Person who executes, as a Member, a counterpart of this Operating Agreement either initially or hereafter.

1.12 "Membership Interest" means a Member's entire interest in the Company and in the profits and losses, capital and assets of the Company, encompassing the limited right to participate in the management of the business and affairs of the Company by voting on, consenting to, or otherwise participating only in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Georgia Act.

1.13 "O.C.G.A." refers to the Official Code of Georgia Annotated, as amended to the time in question.

1.14 "Operating Agreement" means this Operating Agreement, as originally executed and as amended from time to time.

1.15 "Person" means any natural person or legal entity.

1.16 "Transferring Member" means a Member who sells, assigns, pledges, hypothecates, or otherwise transfers (whether for consideration or gratuitously) all or any portion of his, her or its Membership Interest.

1.17 "Treasury Regulations" or "Regulations" refers to the Federal Income Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

## ARTICLE II FORMATION OF COMPANY

2.01 Formation. As of April 4, 2007, David H. Dickey formed the Company as a Georgia limited liability company by executing and delivering Articles of Organization to the Secretary of State of Georgia in accordance with the provisions of the Georgia Act.

2.02 Principal Place of Business. The initial principal place of business of the Company within the State of Georgia is 7025 Hodgson Memorial Drive, Suite H, Savannah, Georgia 31406. The Company may locate place(s) of business at any other place or places as the Managers may, from time to time, deem advisable.

2.03 Registered Office and Registered Agent. The Company's initial registered office shall be 7025 Hodgson Memorial Drive, Suite H, Savannah, 31406, and its initial registered agent at such address is Stephen R. Lufburrow. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of Georgia pursuant to the Georgia Act and applicable rules promulgated thereunder.

2.04 Term. Unless earlier dissolved in accordance with the provisions of this Operating Agreement or the Georgia Act, the term of the Company shall commence on May 31st 2007, and shall continue thereafter until December 31, 2057, unless earlier dissolved in accordance with this Operating Agreement or the Georgia Act.

### ARTICLE III BUSINESS OF COMPANY

3.01 Permitted Businesses. The business of the Company shall be:

(a) To engage in one or more of the activities of renting, buying, investing in, selling, owning, developing, constructing, renovating, leasing and improving land and improved real estate properties, including, but not limited to, medical office buildings, residences, office buildings, commercial buildings, strip shopping centers, trailer parks, trailers, and investing in partnership interests, limited liability company interests, and likewise, which in turn perform any such activities.

(b) To engage in any and all other activities not prohibited by law to limited liability companies formed for profit and to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Georgia Act.

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

### ARTICLE IV INITIAL MEMBERS

The name, address and initial Membership Interests of the initial Members are:

<u>Name</u>	<u>Address</u>	<u>Units</u>	<u>Interest</u>
Stephen R. Lufburrow	118 Seven Mile View Savannah, GA 31411	13,971	50%
Deborah L. Howell	103 Loyer Lane Savannah, GA 31411	13,971	50%

ARTICLE V  
MANAGEMENT

5.01 General.

(a) Subject to this Operating Agreement or any other lawful agreement between the Members, the full and entire management of the affairs and business of the Company shall be vested in the Managers, who shall have and may exercise all powers that may be exercised or performed by the Company, except for those powers and decisions specified in 5.01(d), which may only be exercised or made with the approval of the holders of all Units owned by Members with each Member having one vote for each Unit held. The Managers shall act by unanimous vote. If the Managers can not agree, the Managers shall submit the matter to an independent tie-breaker to be selected as follows: Each Manager shall select an independent third party, and said independent third parties shall then together select one independent individual who shall serve as the tie-breaker to make the decide the matter at issue. Any such decision by the tie-breaker shall be final and binding.

(b) The initial Managers shall be Stephen R. Lufburrow and Deborah L. Howell. Each Manager shall serve until he or she resigns, is no longer a Member, or is removed by a vote of Members representing 70% or more of the outstanding Membership Units. 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.

(c) Any additional Manager(s) shall be elected by a vote of Members representing 70% of the outstanding Membership Units.

(d) The following decisions concerning the business of the Company shall only be made by the affirmative vote of Members representing all of the outstanding Membership Units.

(1) All capital expenditures by the Company in excess of \$50,000;

(2) A decision by the Company to enter into any real estate lease with a term, including options, of more than twenty-four (24) months, or any personal property lease with a total cost of more than \$50,000;

(3) A decision by the Company to borrow any funds in excess of \$50,000 or any borrowing for non-operating expenses; or

(4) The addition of any new Members to the Company.

(e) Members agree that the Company will endeavor to secure any additional funds needed in excess of Initial Capital Contributions through borrowing by the Company from third parties. However, Members agree to personally guarantee said obligations, if necessary.

5.02 Liability for Certain Acts. Each Manager shall act in a manner he or she believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or the Members for any action taken in managing the business or affairs of the limited liability company if such person performs the duty of office in compliance with the standard contained in this Section. No Manager has guaranteed nor shall have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or by any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a benefit in violation or breach of the provisions of this Operating Agreement. Each Manager shall be entitled to rely on information, opinions, reports, or statements, including but not limited to financial statements or other financial data prepared or presented in accordance with the provisions of O.C.G.A. § 14-11-305.

5.03 Indemnification of Managers. To the fullest extent permitted under O.C.G.A. § 14-11-306, the Company shall indemnify each Manager and make advances for expenses to him or her with respect to such matters.

## ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS

6.01 Limitation on Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Georgia Act, and other applicable law.

6.02 No Liability for Company Obligations. No Member shall have any liability for any debts or losses of the Company beyond his, her or its Capital Contribution, except as may otherwise be provided by law or this Agreement.

6.03 List of Members. Upon written request any Member shall be provided with a list showing the names, addresses, and Membership Interest of all Members (including number and percentages of Unit ownership) and the other information required by O.C.G.A. § 14-11-313.

6.04 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses, or distributions. This Section shall not apply to any loan (as distinguished from Capital Contribution) that a Member shall have made to the Company.

6.05 Withdrawal by a Member. No Member shall have the right to withdraw from the Company except with the written consent of all Members; however, even if allowed, a withdrawing Member shall have no right to receive a return of any contribution to the Company or any other amount until the Company is terminated and its affairs are wound up as provided hereinbelow. After a Member withdraws, but prior to the return of any contribution, said Member shall not be entitled to any distribution by the Company.

6.06 Indemnification by Member. Each Member agrees to indemnify and hold harmless each other Member for any damages, costs, expenses and charges caused as a result of a Member's breach of any promise made in this Agreement. Furthermore, in the event a Member is required to endorse or guarantee any Company loan or any other obligation or undertaking of the Company, then in such event, the Members agree to indemnify and hold harmless each other Member for any expenditure which a Member may make in excess of his, her or its ownership percentage, which is the ratio of his, her or its Capital Account compared to the Capital Accounts of all Members. Said Capital Accounts shall be at all times maintained in the same percentage as the various Members' respective ownership of Units. Members hereto agree that the liability of the Members on behalf of the Company shall be limited to each Member's ownership percentage as defined hereinabove.

## ARTICLE VII MEETINGS OF MEMBERS

7.01 Annual Meeting. The annual meeting of the Members shall be held at the principal office of the Company the last Friday of March each year commencing with 2008 or such other date and place as may be specified in the notice or waiver of notice.

7.02 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by Members holding more than 50% of all Units.

7.03 Notice and Place of Meetings. A Member shall be given not less than two (2) days' written notice, served personally or by mail addressed to the last-known office or place of abode of the addressee, specifying the place, day, and hour of a meeting (as well as the purposes of a special meeting), unless notice is waived before or after the meeting or by attendance in person or by proxy.

7.04 Quorum. At least a majority of all Membership Units, represented in person or by proxy, shall constitute a quorum at any meeting of Members. Nothing contained in this section shall change the unanimous vote of Members required under Section 5.01(d) hereof, nor abrogate the right of the Managers to make all other decisions of the Company pursuant to Section 5.01(a) hereof.

7.05 Voting. Unless otherwise specifically indicated, each Member represented in person or by proxy shall be entitled to one (1) vote per Unit of the Member's Membership Interest. Voting shall be by a voice vote or by show of hands, at the option of the person presiding at the meeting,

unless a vote by written ballot is requested by any Member or required by law or by this Operating Agreement.

7.06 Action Without Meeting. Nothing herein contained shall be construed to negate or limit the right of the Members to take action without a meeting, provided such action is evidenced by a writing describing the action taken and signed by all the Members pursuant to O.C.G.A. § 14-11-309(1).

## ARTICLE VIII DISTRIBUTIONS TO MEMBERS

9.01 Distributions. The Managers shall distribute the Distributable Cash to the Members in accordance with their respective Membership Interests each year in convenient installments as determined by the Managers. Any additional distributions to the Members shall be made in the sole discretion of the Managers. If any said additional distributions are made, said distributions shall be on a pro rata basis in accordance with the ratio that each Member's Capital Account bears to the Capital Accounts of all Members, which shall be maintained in proportion to the respective number of Units owned by each Member.

9.02 Limitation Upon Distributions. No distribution prohibited by O.C.G.A. § 14-11-407 shall be made to any Member.

9.03 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on a Capital Contribution or to return of a Capital Contribution, except as otherwise specifically provided herein.

9.04 No Return of Member's Capital Until Termination. As provided in O.C.G.A. § 14-11-405, as amended, effective July 1, 1999, no Member with respect to which an event of dissociation shall occur (as described in O.C.G.A. § 14-11-601.1) shall be entitled to receive any payment or any return of his, her or its capital by reason of any such event; instead, said Member shall become an assignee of such limited liability company interest, unless the act of dissociation shall be with respect to the last remaining Member.

9.05 Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

## ARTICLE IX ALLOCATIONS

All income, gains, losses and deductions shall be allocated to each Member's Capital Account in accordance with the rules contained in Treas. Reg. § 1.704-1(b) 2, as amended from time to time. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), or (6), said Member's Capital Account shall



be allocated items of Company income and gain in an amount and manner sufficient to eliminate the deficit balance in his, her or its Capital Account created by such adjustments, allocations, or distributions as quickly as possible and in a manner which complies with Treas. Reg. § 1.704-1(b)(2)(ii)(d)(3) as a qualified income offset.

## ARTICLE X TRANSFERABILITY

Except as otherwise specifically provided in this Article or in a separate agreement executed by all Members, no Member shall have the right to:

(a) sell, assign, transfer, exchange, or otherwise transfer for consideration (collectively, "sell"), or

(b) give, or otherwise transfer for no consideration (whether or not by operation of law)(collectively, "assign")

all or any Units or any part of his, her or its Membership Interest.

If all the remaining Members do not approve by unanimous written consent the proposed sale or assignment of a Transferring Member's Membership Interest to a transferee or assignee that is not a Member immediately prior to the sale or transfer, then the proposed transferee or assignee shall not be a Member and shall have no right to receive any distributions, to vote as a Member on any issue on which Members may vote, to participate in the management of the business and affairs of the Company (to the extent permitted) or to become a Member. No transfer of a Member's Interest shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and to each non-transferring Member, and all of said persons shall have approved the same in writing.

## ARTICLE XI ADDITIONAL MEMBERS

From the date of the formation of the Company, any person or entity approved by the Managers and acceptable to the Members by their unanimous vote may become a Member of this Company either by (1) the Company's issuance of Membership Interests for such consideration as the Members by their unanimous votes shall determine or (2) as a transferee of a Member's Membership Interest or any portion thereof, subject to the foregoing Article X and all other terms and conditions of this Operating Agreement. In no event shall a new Member be entitled to any retro-active allocation of losses, income, or expense deductions incurred by the Company. The Managers shall have the option, at the time a Member is admitted, to close the Company books (as though the Company's tax year had ended) or to make pro rata allocations of loss, income, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was

admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

## ARTICLE XII DISSOLUTION AND TERMINATION

12.01 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

(a) when the period fixed for the duration of the Company shall expire pursuant to Section 2.04 hereof;

(b) by the unanimous written agreement of all Members; or

(c) upon the death, withdrawal, removal, bankruptcy or insolvency of the last Member. If a sole Member dies, the personal representative of the deceased Member's estate may elect to continue the Company and may select a successor Manager to continue the Company with the deceased Member's estate as the sole Member of the Company and thereafter the Member(s) being the heir(s), legatee(s) or other successor(s) of the deceased.

12.02 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by O.C.G.A. § 14-11-605. Upon dissolution, the Managers shall file a statement of commencement of winding up pursuant to O.C.G.A. § 14-11-606 and shall publish the notice permitted by O.C.G.A. § 14-11-608.

12.03 Winding Up, Liquidation, and Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Members in accordance with Article IX hereof,

(3) Discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company,

(4) Distribute the remaining assets in the following order:

(I) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of this Operating Agreement to reflect such deemed sale.

(ii) The positive balance (if any) of each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(b) Upon completion of the winding up, liquidation, and distribution of the assets, the Company shall be deemed terminated.

(c) The Managers shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

### ARTICLE XIII MISCELLANEOUS PROVISIONS

13.01 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

13.02 Application of Georgia Law. This Operating Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia, and specifically the Georgia Act.

13.03 No Action for Partition. No Member shall have any right to maintain any action for partition with respect to property of the Company, or to dissolve the Company, except with the requisite vote under Section 12.01.

13.04 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with this Operating Agreement and any laws, rules, or regulations.

13.05 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.06 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

13.07 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.08 Heirs, Successors, and Assigns. Each of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, all Members who execute a counterpart hereof, and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors, and assigns.

13.09 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or of any Member, and this Agreement shall be so construed.

13.10 Federal Income Tax Elections. All elections required or permitted to be made by the Company under the Code shall be made by the Tax Matters Member. For all purposes permitted or required by the Code, the Members constitute and appoint Stephen R. Lufburrow, as Tax Matters Member or, when he shall no longer be a Member, then such other Member as shall be designated by the Managers.

13.11 Amendments. Any amendment to this Agreement of Membership shall be made in writing and signed by all Members.

13.12 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Members. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company bank accounts shall be made only upon check signed by one or more Managers or by such other persons as the Managers may designate from time to time on the signature cards.

13.13 Arbitration. Any dispute, controversy, or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Savannah, State of Georgia, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of his own experts, evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration in bad faith or as a dilatory tactic.

13.14 Determination of Matters Not Provided for in This Agreement. The Managers shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.


IN WITNESS WHEREOF, the undersigned initial Members and Managers have hereunto set their hands and seals, intending to be legally bound, on this the 31 day of May, 2007.

Initial Member & Manager

 [L.S.]  
Stephen R. Lufburrow

Sworn to and subscribed before me  
this 31 day of May, 2007.

  
Witness

  
Notary Public

Chatham County, Georgia

My commission expires: April 23, 2010

SANDRA W. HUTTON  
Notary Public, Chatham County, GA  
My Commission Expires April 23, 2010

Initial Member & Manager

Deborah L. Howell [L.S.]  
Deborah L. Howell

Sworn to and subscribed before me  
this 31st day of May, 2007.

Phyllis J. GA  
Witness

Sandra W. Hutton  
Notary Public

Chatham County, Georgia

My commission expires: April 23, 2010



SANDRA W. HUTTON  
Notary Public, Chatham County, GA  
My Commission Expires April 23, 2010

**CONSENT IN LIEU OF ORGANIZATIONAL MEETING  
OF THE MEMBERS OF  
SLDH LLC**

WHEREAS, as the date hereof, the undersigned constitute the members of SLDH LLC (the "Company"), a Georgia limited liability company, and said members unanimously consent to the following actions effective this 31 day of May, 2007.

RESOLVED, that the Articles of Organization be, and they hereby are, approved, ratified and adopted by the Members;

RESOLVED, that the specimen form of certificate which has been presented at this meeting be, and the same hereby is, approved and adopted as the certificate to represent the ownership of an interest in the Company;

RESOLVED, that Stephen R. Lufburrow and Deborah L. Howell shall serve as Operating Managers of the Company;

RESOLVED, that Stephen R. Lufburrow shall serve as secretary for the Company and Deborah L. Howell shall serve as Treasurer for the Company;

RESOLVED, that the Operating Agreement of the Company be, and hereby is, approved, ratified and adopted by the Members;

RESOLVED, that the following subscriptions to purchase limited liability company units of the Company at the value of One Dollar (\$1.00) per unit be, and hereby are, accepted, and that certificates be issued in the Members' names in exchange for their contributions of the assets shown on Exhibit A to the Company:

<u>Member</u>	<u>Units</u>
Stephen R. Lufburrow	13,971
Deborah L. Howell	13,971
<b>TOTAL</b>	<b>27,942</b>

RESOLVED, that the investment letters signed by each member subscriber for the units be, and hereby are, accepted, and the Secretary shall attach the investment letters to the permanent records of the Company for the subscribers.

  
\_\_\_\_\_(L.S.)  
STEPHEN R. LUFBURROW  
Manager and Member



Deborah L. Howell (L.S.)

DEBORAH L. HOWELL  
Manager and Member

ATTEST: Stephen D. Lefkowitz  
Secretary

(SEAL)

