



RESOURCE+LAND
CONSULTANTS

APPENDIX A:
GADNR Permit Application Forms

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.

James H. Alexander
12 Horsepen Point Drive
Tybee Island GA 31328
770-595-8384
jimalexander23@gmail.com

Leo K. & Margaret Sheehan
Post Office Box 893
Tybee Island GA 31328
912-236-4423
leo@sheehancontracting.com

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

Lat. 32.001651° Long. -80.853894°

<u>Chatham</u>	<u>Tybee Island</u>	
County	Military District	In City or Town
Near City or Town	Horsepen Point Subdivision	Lots 5 & 6 Lot No.
Lot Size	Approximate Elevation of Lot	Georgia State
<u>Horsepen Creek</u>		
Name of Waterway	Name of Nearest Creek, River, Sound, Bay or Hammock	

weir(s), and typical cross sections of the dikes.

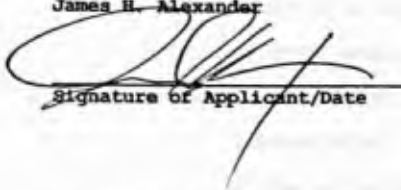
B. Please provide the following statements:

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

17. 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.

James H. Alexander

Leo K. & Margaret Sheehan


Signature of Applicant/Date


Signature of Applicant/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:

See Attached.

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

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

A. Purpose of excavation or fill Construction of a shared dock and bridge access

1. Access channel : length _____ depth _____ width _____

2. Boat basin : length _____ depth _____ width _____

3. Fill area : see attached length _____ depth _____ width _____

4. Other: Excavation Area: length _____ depth _____ width _____

B. 1.If bulkhead, give dimensions N/A

2.Type of bulkhead construction (material) N/A

Backfill required: Yes _____ No _____ Cubic yards _____

Where obtained _____

C. Excavated material :

1.Cubic yards N/A

2.Type of material N/A

15.Type of construction equipment to be used Mechanized dock construction equipment

A. Does the area to be excavated include any wetland? Yes _____ No X

B. Does the disposal area contain any wetland? Yes _____ No X Project does not include construction of dredge disposal site.

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) N/A

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

A. Please submit the following:

1. A plan showing the location and size of any facility, existing or proposed, for handling any sanitary or industrial waste waters generally on your property.

2. A plan of the existing or proposed project and your adjacent property for which permits are being requested.

3. A plan showing the location of all points where petro-chemical products (gasoline, oils, cleaners) used and stored. Any 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.

4. A contingency plan delineating action to be taken by you in the event of spillage of petro-chemical products or other materials from your operation.

5. Plan and profile drawings showing limits of areas to be dredged, areas to be used for placement of spoil, locations of any dikes to be constructed showing locations of any

STATE OF GEORGIA

REQUEST FOR A REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANT NAME(S): James H. Alexander

MAILING ADDRESS: 12 Horsepen Point Drive Tybee Island GA 31328
(Street) (City) (State) (Zip)

PROJECT ADDRESS/LOCATION: 12 Horsepen Point Drive

COUNTY: Chatham WATERWAY: Horsepen Creek

LOT, BLOCK & SUBDIVISION NAME FROM DEED: Lot 6 Horsepen Point

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

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

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

Sincerely,

By: 
Signature of Applicant

Date: 11/21/24

Title, if applicable

By: _____
Signature of Applicant

Date: _____

Title, if applicable

Attachments

STATE OF GEORGIA

REQUEST FOR A REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANT NAME(S): Leo K. Sheehan and Margaret B. Sheehan

MAILING ADDRESS: PO Box 893 Tybee Island GA 31328-0893
(Street) (City) (State) (Zip)

PROJECT ADDRESS/LOCATION: 10 Horsepen Point Drive

COUNTY: Chatham WATERWAY: Horsepen Creek

LOT, BLOCK & SUBDIVISION NAME FROM DEED: Lot 5 Horsepen Point

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

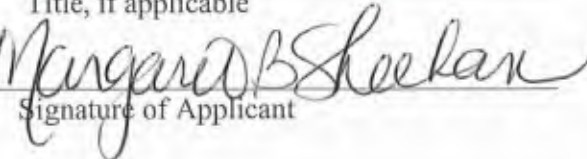
I am requesting that I be granted a revocable license from the State of Georgia to encroach on the beds of tidewaters, which are state owned property. Attached hereto and made a part of this request is a copy of the plans and description of the project that will be the subject of such a license. I certify 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.

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Sincerely,

By: 
Signature of Applicant

Date: 11/21/24

By: 
Signature of Applicant

Date: 11/21/24

Title, if applicable

Attachments

INSTRUCTIONS FOR COMPLETING A GEORGIA COASTAL MARSHLANDS PROTECTION PERMIT APPLICATION

Applicants proposing to impact areas below the ordinary high water mark need to complete these application forms. Each and every blank must be filled in completely. For questions that are not applicable to your project, write N/A in the blank. Only those applicants proposing to impact areas below the ordinary high water mark in Effingham, Long, Wayne, Brantley, Chatham, Glynn, Camden, McIntosh, Bryan, Liberty, or Charlton Counties need to complete the Revocable License request. This form requests permission to use publicly owned submerged lands. The Army Corps of Engineers can help you determine if you will need a water quality certification for your project. Contact the Ecological Services Section of the Coastal Resources Division, Georgia Department of Natural Resources at (912) 264-7218 for assistance with state requirements.

➤ Forms:

- Joint Application for an ACOE Permit and GA CMPA Permit
 - Revocable License Request
 - Coastal Marina, Community or Commercial Dock Checklist
 - Request for JD line (UGA has requested verification of the marshline)
-

➤ Project Summary:

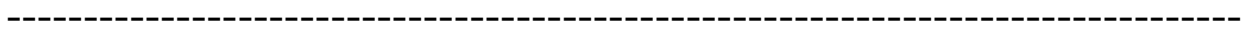
- Narrative with project details and dimensions, construction method(s), materials, and access points/locations. Narrative should identify all areas that are planned to be used in connection with the project.
 - Distance of the project into the waterway from MLW.
 - Distance of the project from the navigable channel.
 - Depths of the waterway at MLW.
 - Total width of the waterway from MLW to MLW.
 - Distance to the next structure to either side of the proposed project.
-

➤ Project Drawings:

X Plan or drawing showing the applicant's proposal and the manner or method by which such proposal shall be accomplished. Such plan shall identify all coastal marshlands, as verified by CRD staff, within the extended property lines of the project area.

*All drawings should be:

- a. Submitted on a registered survey (signed, stamped and dated) or on the recorded plat of the property.
- b. Submitted on 8 1/2 " by 11" paper or 11" by 17" (if needed to see details clearly), leave a 1" margin on the long side of each page for binding purposes.
- c. Drawn to scale. Include a bar scale or other graphic scale and a North arrow.



➤ Site Plans:

X Vicinity map that shows the location of the project, latitude and longitude, name of waterway, distance to nearest town or interstate highway and a North arrow.

Marshland Component of Project

X DNR Marsh Jurisdiction Line (this line must be surveyed in by a registered surveyor), high and low waterlines and the method used to establish the waterlines. DNR staff must verify the Marsh Jurisdiction Line within the project area. Marsh jurisdiction line is validated for one year.

N/A Existing features such as structures, boardwalks, etc. within jurisdiction.

X Proposed features such as structures, boardwalks, etc. within jurisdiction.

X Dimensions of the proposed structure/project that is the marshland component of the project. Marshland component is defined as the part of the project in an estuarine area or any structure on or over an estuarine area. The dimensions must consist of the distance the project will extend into the waterway, distance from the navigable channel, and the total width and depths of the waterway from MLW to MLW. Label existing structures in the navigable waters near the proposed activity.

X Total square footage of proposed project footprint within jurisdiction and total square footage over vegetated marshlands.

X Section/Elevation view showing a cross-section view of the project using the same water elevations as the Site Plan.

X Depth of water at the water-ward face of the proposed project, the dimensions and names of structures supported on floats or piles, the distance between pilings, the number of pilings, and types of materials used.

- * Include additional CONSTRUCTION DRAWINGS as needed to clearly show the proposed project and how the project will be completed. For SHORELINE ENGINEERING ACTIVITIES (bulkheads, revetments, etc.) show typical construction methods with respect to mean, sea level for tiebacks, footings/foundations, type of material, slope of face, etc. For Boardwalks (walkways, decks, etc.) and BRIDGES show typical arrangement of posts/beams/decking, height above the marsh vegetation, and height above any waters at both MLW and MHW.

Upland Component of the Project

- X Delineation of the upland component of the project- Upland component is defined as, all those service areas, amenities, and recreational areas located inland of the CMPA jurisdiction line that serve or augment the functioning of the marshlands component of the project. Include any facilities adjacent to or in proximity to the marshlands component of the project that will serve exclusively or primarily the users of the marshlands component of the project.
- N/A Existing features such as structures, roadways, parking areas, dry-stack storage, fueling facilities, etc.
- N/A Proposed features such as structures, roadways, parking areas, dry-stack storage, fueling facilities, etc.

Marshlands Buffers for Upland Component

- N/A Delineation of 50-foot marshlands buffer applicable to the upland component of the project as measured horizontally inland from the coastal marshlands-upland interface (verified JD line).
- N/A Documentation of existing condition of delineated buffer.
- N/A Description of buffer design, installation, and maintenance plans. Applicant should refer to the current edition of the Georgia Stormwater Management Manual for technical specifications and standards specific to buffers.
- N/A Description and identification on site plan of any temporary structures proposed within the delineated buffer that are necessary for the construction of the marshlands component of the project.
- N/A Description and identification on site plan of any permanent structures proposed within the delineated buffer that are necessary for the function of the marshlands component of the project.
- X Description and identification on site plan of any permanent structures proposed within the delineated buffer that are required to provide permanent access to the marshlands component of the project.
- N/A Description and identification on site plan of any vegetated plantings or grading of vegetation within the delineated buffer. Applicant is referred to the Georgia Stormwater Management Manual and the “Riparian Buffers in Your Backyard”. Note: Planting and grading within the buffer must be designed and installed to enhance stormwater treatment.
- X Description and identification on site plan of pedestrian access for passive recreation to be located within the delineated buffer.

Description including dimensions and identification on the site plan of any existing impervious surfaces or structures pre-existing within the delineated buffer.

Stormwater Management Plan of the Upland Component

Description of Stormwater Plan for upland component of the project. Note: No discharge of untreated stormwater is allowed from developed or disturbed areas, whether surface or piped, to coastal marshlands from the upland component of the project, unless waiver is granted by Committee

If waiver is being requested, detailed description of the site or project characteristics that prohibit treatment, why there is no practicable alternative, and documentation demonstrating how the stormwater runoff will have minimal adverse impact.

Impervious Surface Calculations of the Upland Component

Description and delineation of the pervious surfaces and impervious surfaces proposed for the upland component of the project. Note: Pervious surfaces shall be used to the maximum extent practicable, and total impervious area shall be minimized with the goal of achieving no more than 15% effective impervious cover where practicable taking in account existing structures that are part of the project and that available land area that is part of the upland component of the project.

Detailed documentation of the calculation of Effective Impervious Cover rate.

➤ **Deed or other legal instrument:**

A copy of the deed, or other legal conveyance, putting title to or an interest in the real property, into the name of the applicant, together with any plat(s) referenced in the deed or conveyance that show the boundaries of the real property conveyed.

Any later deed or conveyance whereby any full or partial interest, such as, an inter-spousal transfer, trust agreement, lease agreement, partnership, corporation, limited liability company or executor or decedent's estate took an ownership interest in the real property.

If the applicant is not the owner of the property, then provide a copy of the owner's deed or other legal conveyance AND the written permission from the owner to carry out the project on his/her land. The owner must acknowledge that it is aware of the application and that it is familiar with the applications plans for the property and that the owner gives permission to the applicant to carry out the project on his/her land as outlined in the application.

Specific plat(s) referenced in the vesting deed showing the upland boundary of the project area in relation to the natural resource coastal marshlands and tidal waterbottoms.

Identification of any marshlands within project area designated as Natural Heritage Preserve.

N/A If the property was subdivided after the applicant acquired the property, then the new subdivision plat, in addition to the plat referenced in the vesting deed.

N/A Corporate owners must submit their Articles of Organization or other legal documentation to show signatory's capacity to bind the corporation to the permit and/or waterbottoms lease.

N/A Homeowners Association By-laws and Restrictive Covenants pertaining to the project area (upland and marsh component).

N/A Conservation Easements or other easements pertaining to the project area (upland and marsh component).

N/A Deed restrictions if applicable.

➤ **Adjoining Land Owners:**

X List of all adjoining landowners together with such owners' addresses.

N/A If the names or addresses of adjoining land owners cannot be determined, a sworn affidavit that a diligent search, including a search of the records of the county tax assessor's office, has been made but that the applicant was not able to ascertain the names or addresses of adjoining landowners.

➤ **Zoning Letter & Signed Drawings from Local Gov:**

X Letter from the local zoning authority stating that this proposal is in compliance with any zoning laws. This letter must be specific to the project and cannot be conditional in any way.

X Copy of the most current version of plans, signed and dated by the local zoning authority. If the project is redesigned, the zoning authority must sign the latest plans to ensure there is no confusion about which "version" of the project is approved.

➤ **Non-refundable Application Fee:**

X Check or money order made payable to the GEORGIA DEPARTMENT OF NATURAL RESOURCES is required. Include the amount listed below for the type of project you are proposing. Renewal fees will be equal to application fees. This list does not include all possible projects and should be used only as a guide.

\$100 Routine: Simple modification, research, simple pier, bridge (no fill), deck, etc.

- \$250 Moderate: Community dock, boat ramp, bridge (minor fill), culverts/gates, pier, etc.
- \$500 Complex: Marina, marina modification, roadway, mosquito ditching, dredging, wastewater treatment, commercial dock, etc.
-

➤ **Alternative Analysis:**

- Brief description of alternative sites the applicant considered and why they are not feasible. Include a discussion of why the permit should be granted. Describe water dependent nature of project.
-

➤ **Landfill or Hazardous Waste Statement:**

- Statement from the applicant that he has made inquiry to the appropriate authorities that the proposed project is not over landfill or hazardous waste site and that the site is otherwise suitable for the proposed project. Contact your local government engineer to find out if your site is over a hazardous waste site or landfill. If your county engineer is unable to answer your question, contact the State Hazardous Sites Response Program at (888) 373-5947, or check the Internet at: www.dnr.state.ga.us/dnr/environ then select Georgia Environment followed by Hazardous Sites. Provide a statement that you have inquired about location of your site with respect to hazardous waste or landfills.
-

➤ **Water Quality Certification:**

- Copy of the water quality certification issued by EPD, if required for the proposed project. The USCAE determines whether a proposed project requires water quality certification under their 401 regulations.

(Note: If required, certification MUST be issued prior to CMPC consideration of the project.)

➤ **Erosion and Sedimentation Statement:**

- Statement certifying that the project will be conducted in compliance with applicable erosion and sediment control responsibilities. Please refer to the section above regarding marshland buffers, stormwater management, and impervious surface calculations.
-

➤ **Public Interest Statement:**

X Documentation how the project is not contrary to the public interest, specific to the following public interest considerations:

- a. Whether or not unreasonably harmful obstruction to or alteration of the natural flow of navigational water within the affected area will arise as a result of the proposal.
- b. Whether or not unreasonably harmful or increased erosion, shoaling of channels, or stagnant areas of water will be created.
- c. Whether or not the granting of a permit and the completion of the applicant's proposal will unreasonably interfere with the conservation of fish, shrimp, oysters, crabs, clams, or other marine life, wildlife, or other resources, including but not limited to water and oxygen supply.

WHERE TO MAIL COMPLETED APPLICATION PACKAGES

An application package cannot be considered until all of the items listed above are submitted. After the Department has reviewed your application materials, additional information may be required for the Coastal Marshlands Protection Committee to fully evaluate your permit request. Additionally, the 30-day public notice cannot be published until the application package is substantially complete.

Please submit ONE (1) original copy to the GA DNR-CRD, Habitat Management Program, ONE (1) original copy to US Army Corp of Engineers, Savannah District and one original copy to GA DNR-EPD, Water Protection Branch (three copies total). See addresses below.

Karl H. Burgess Habitat Management Program Manager Coastal Resources Division Georgia Department of Natural Resources One Conservation Way, Suite 300 Brunswick, GA 31520	Telephone: (912) 264-7218 Fax: (912) 262-3143
Carol Bernstein Section Chief US Army Corps of Engineers Savannah District, Regulatory Branch P.O. Box 889 Savannah, GA 31402-0889	Telephone: (800) 448-2402 Fax: (912) 652-5995
Keith Parsons Water Quality Certification EPD Water Protection Branch Georgia Department of Natural Resources 4220 International Parkway, Suite 101 Atlanta, GA 30354	Telephone: (404) 675-1631 Fax: (404) 675-6245

Coastal Marina, Community or Commercial Dock Checklist

(fill in the blanks as indicated or answer yes or no)

LOCATION:

County Chatham
Municipality Tybee

Landmarks _____
Waterway Horsepen Creek

FACILITY:

Facility Type Private Public Commercial Other
Dock Space Sold Rented Other

Size of Upland Area (sq. ft.) _____ Size of Submerged Area (sq. ft.) _____

WATERWAY INFORMATION:

open water river creek basin

Tidal Range (ft MLW) +/-6 feet Water Depth (ft. MLW) +/- 4 feet

Channel Width (ft. MLW) +/-145 feet Depth of Dredging (ft. MLW) N/A

Distance facility will extend into the waterway beyond MLW +/- 8 feet

EXISTING OR PLANNED SERVICES IN JURISDICTION:

<input type="checkbox"/> boat ramp	<input checked="" type="checkbox"/> hoist	<input type="checkbox"/> mobile lift	<input type="checkbox"/> vessel TV hookup
<input type="checkbox"/> railway	<input type="checkbox"/> fuel	<input type="checkbox"/> propeller repair	<input type="checkbox"/> electrical repair
<input type="checkbox"/> pump-out vessels	<input type="checkbox"/> hull repair	<input type="checkbox"/> engine repair	<input type="checkbox"/> vessel electric hookup
<input type="checkbox"/> boat building	<input type="checkbox"/> ship's store	<input type="checkbox"/> dockmaster's office	<input type="checkbox"/> fire protection
<input type="checkbox"/> restrooms	<input type="checkbox"/> showers	<input type="checkbox"/> restaurant	<input type="checkbox"/> laundromat
<input type="checkbox"/> hotel	<input type="checkbox"/> # of vehicle parking spaces		<input type="checkbox"/> # of trailer parking spaces

DREDGING/FILLING/ShORELINE STABILIZATION:

No Will dredging be required for the access channel?
 No Will dredging be required for boat basin?
 No Is filling proposed in tidal wetlands?
 No Is filling proposed in open water?
 No Will dredge disposal sites be required?
 No Have future dredge disposal sites been identified?
 N/A Have future dredge spoil sites been set aside with deeds or easements?
 No Is shoreline stabilization proposed? If so, what type? _____
 No Is the project in or near a US Army Corps of Engineers maintained channel or basin with an authorization depth of 12 feet or greater? (if so, contact the Corps of Engineers)

HABITAT/WILDLIFE/CULTURAL RESOURCES: (contact GADNR Wildlife Resources Division, US Fish & Wildlife Service, GADNR Coastal Resources Division- Marine Fisheries, National Marine Fisheries Service OR GADNR Historic Resources)

No Is this site located near a wildlife refuge, wilderness area, special management area, or other area specifically located for the protection of fish and wildlife?
If yes, what is the distance? _____

Yes *Is this habitat identified as “essential fish habitat”?

No Are rare, threatened, endangered or otherwise designated unique or outstanding aquatic or terrestrial species or their habitats known to be present at or near the project site?

No Do oyster or clam beds occur in or near the project site or access channels?
If yes, what is the distance? _____ If yes, what is the acreage? _____

No *Is project site near active crabbing areas?

No *Is the project site in designated bait zones?

No Is the project site in or near an area of historic, archeological, or scenic value?
If yes, explain _____

* GA DNR Coastal Resources Division’s Marine Fisheries staff can direct the applicant to appropriate source materials.



RESOURCE+LAND
CONSULTANTS

APPENDIX D: Hazardous Site Index

List of Sites on HSI by County

HSI ID	Site Name	Site County
10060	Southwire - Copper Division	Carroll
10061	Southwire - Wire & Cable Division	Carroll
10360	Douglas & Lomason Company	Carroll
10413	Muse Scrap Metals	Carroll
10604	Trent Tube Division	Carroll
10648	Carroll County / Carrollton SR 166 LF	Carroll
10780	Dixie/Candlewick Hurst Yarn Mill (Former)	Catoosa
10218	Union Camp Corp - DBA Thomas Treating	Charlton
10003	CSX Transportation - Savannah (Tremont Road)	Chatham
10018	Atlantic Wood Industries	Chatham
10045	Colonial Terminals, Plant #1	Chatham
10091	Travis Field/Savannah International Airport	Chatham
10095	Central of GA RR/Bernuth-Lembcke Site	Chatham
10098	Colonial Terminals, Plant #2	Chatham
10114	Union Camp Corp - Former Amoco Property	Chatham
10128	Atlanta Gas Light Company - Savannah MGP Site	Chatham
10162	Ashland Chemical Company	Chatham
10179	Deptford Tract Landfill	Chatham
10208	139 Brampton Road	Chatham
10241	Union Camp Corp - Allen Blvd Landfill	Chatham
10351	ARAMARK Uniform Services	Chatham
10371	Southern States Phosphate & Fertilizer Co.	Chatham
10372	Truman Parkway, Phase II	Chatham
10395	Hunter Army Airfield, Fire Training Area	Chatham
10406	McKenzie Tank Lines, Inc.	Chatham
10415	Savannah Electric - Plant Kraft	Chatham
10440	Blue Ribbon Dry Cleaners	Chatham
10464	Vopak Terminal Savannah	Chatham
10497	Savannah Dry Cleaners	Chatham
10521	Hunter Army Airfield - MCA Barracks	Chatham
10553	Georgia Air National Guard/Savannah/Site 8	Chatham
10579	Abercorn & Largo Development	Chatham
10590	Central of Georgia Railroad Company - Battlefield Park	Chatham
10591	Southern Motors of Savannah, Inc.	Chatham
10611	CSXT Depriest Signal Shop	Chatham
10641	Tronox (fka Kerr McGee Pigments, Inc.)	Chatham
10649	Chatham County Landfill	Chatham
10696	Hercules, Inc.	Chatham
10698	Norfolk Southern - Natrochem, Inc., Site	Chatham
10788	Southside Cleaners	Chatham
10789	Dry Clean, USA	Chatham
10849	Toto Distribution (Former)	Chatham
10867	Coastal Concrete, Inc.	Chatham
10903	Hunter Army Airfield/TCE Plume	Chatham
10905	CSXT Property on Feeley Avenue	Chatham
10919	2217 West Bay Street	Chatham
10454	Chattooga County - Penn Bridge Rd Ph 1 (SL)	Chattooga
10650	Cherokee County - Blalock Road Landfill	Cherokee
10014	Westinghouse Electric Corp	Clarke
10052	Georgia Power - Athens Foundry Street Property	Clarke



RESOURCE+LAND
CONSULTANTS

APPENDIX E:
Property Ownership Documentation

Type: WD
Kind: WARRANTY DEED
Recorded: 1/16/2020 7:08:00 PM
Fee Amt: \$125.00 Page 1 of 2
Transfer Tax: \$100.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 1826 PG 133 - 134

After recording, please return to:
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412
(9700-27 QLM/HNW)

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Limited Warranty Deed

THIS INDENTURE, made on January ~~16th~~, 2020 between **Audrey Platt f/k/a Audrey D. Rhangos, Henry M. Dunn, Jr., and J. Laurence Dunn** (hereinafter called "Grantors"), and **James H. Alexander, Peter Huffstetler and Leo Sheehan** (hereinafter together called "Grantees"). Whenever used hereinafter, the terms "Grantors" and "Grantees" shall mean and include their respective legal representatives, transferees, successors, assigns, and heirs.

NOW, THEREFORE, the Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell and convey unto Grantee the following described property (hereinafter, the "Land"), to-wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF CHATHAM, AND BEING KNOWN AND SHOWN AS UPLAND "A", UPLAND "B", UPLAND "C", UPLAND "D", UPLAND "E" and UPLAND "F" UPON A CERTAIN MAP OR PLAT RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN PLAT BOOK ~~52~~ FOLIO'S ~~263-265~~ SPECIFIC REFERENCE IS HEREBY MADE TO ABOVE MAP OR PLAT FOR BETTER DETERMINING THE METES, BOUNDS AND DIMENSIONS TOGETHER WITH ALL OF GRANTORS' INTERESTS, IF ANY, IN THE ADJOINING MARSHES, INCLUDING BUT NOT LIMITED TO ALL OF GRANTORS' RIPARIAN RIGHTS AND INTERESTS IN THE ADJOINING MARSH AND ALL RIGHTS FOR ACCESS THROUGH AND OVER THE MARSH TO HORSE PEN CREEK FOR THE PURPOSES OF CONSTRUCTING A WALKWAY OR WALKWAYS ACROSS THE MARSH AND A DOCK AND DOCK HOUSE ON HORSE PEN CREEK.

This being a portion of the property conveyed to Grantors by virtue of Indenture dated May 12, 1966, recorded in Deed Book 90-G, Page 335, in the records of the Clerk of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, TO any easements, rights of way, reservations, declarations, covenants running with the land, ordinances, and other encumbrances, restrictions or matters of any nature whatsoever existing of record or in current law and applicable to these lands.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantees forever in fee simple. And the said Grantor will warrant and forever defend the right and title to the Land unto the Grantees against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this document under seal on and as of the date first above written as follows:

Signed, sealed and delivered
in the presence of:

Rebecca L. Thompson
Witness

Audrey Platt f/k/a Audrey D. Rhangos (L.S.)
Audrey Platt f/k/a Audrey D. Rhangos

Kristin A. Goodwin
Notary

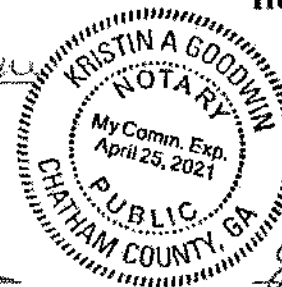


Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Henry M. Dunn, Jr. (L.S.)
Henry M. Dunn, Jr.

Kristin A. Goodwin
Notary



Signed, sealed and delivered
in the presence of:

Rebecca L. Thompson
Witness

J. Laurence Dunn (L.S.)
J. Laurence Dunn

Kristin A. Goodwin
Notary



Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:01:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 564 - 565

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 2020, by and between Linda C. Alexander (hereinafter called "Grantor") and James H. Alexander (hereinafter called "Grantee") (the words "Grantor" and "Grantee" shall include their respective successors and assigns.)

WITNESSETH that Grantor, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being known as Lot Six (6), Horsepen Point Subdivision, and being a portion of Horespen Hammock on Tybee Island, City of Tybee Island, Georgia, 5th G.M. District. Said subdivision recorded in Subdivision Map Book S, Page 54, and recorded in the Office of the Clerk of the Superior Court of Chatham County Georgia.

Subject, however, to certain restrictive covenants and easements of record.

AND

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 2 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said

Parcel 1 being labelled on said Plat containing 1.079 acres of Upland and 12.693 acres of Coastal Marshlands for a total area of 13.772 acres and to be combined with PIN 40012 03003. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Dana F. Bruce
Unofficial Witness

Linda C. Alexander by James H. Alexander, as AS AGENT
Agent under Power of Attorney dated August 14, 2020

Cindy B. Edwards
Notary Public
CINDY B. EDWARDS
NOTARY
EXPIRES
FEB. 13, 2021
WILKINSON COUNTY
GEORGIA

Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:11:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 603 - 604

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 2020, by and between Leo Sheehan and Peter Huffstetler (hereinafter called "Grantors") and James H. Alexander (hereinafter called "Grantee") (the words "Grantors" and "Grantee" shall include their respective successors and assigns.)

WITNESSETH that Grantors, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantors have or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 2 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said Parcel 1 being labelled on said Plat containing 1.079 acres of Upland and 12.693 acres of Coastal Marshlands for a total area of 13.772 acres and to be combined with PIN 40012 03003. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

Subject, however, to certain restrictive covenants and easements of record.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:14:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 640 - 641

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 21st day of October, 2020, by and between James H. Alexander, Leo Sheehan and Peter Huffstetler (hereinafter called "Grantors") and Carl William Huffstetler, Jr. and Caroline J. Huffstetler, as joint tenants with the right of survivorship, and not as tenants in common (hereinafter called "Grantees") (the words "Grantors" and "Grantees" shall include their respective successors and assigns.)

WITNESSETH that Grantors, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantees all the right, title, interest, claim, or demand which the Grantors have or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 3 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said Parcel 1 being labelled on said Plat containing 0.943 acres of Upland and 7.738 acres of Coastal Marshlands for a total area of 8.681 acres and to be combined with PIN 40013 01010. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

Subject, however, to certain restrictive covenants and easements of record.

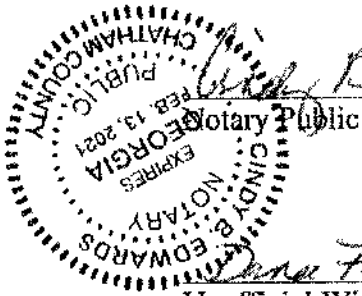
TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantees so that neither the Grantors nor their successors or assigns nor any other person or persons claiming under Grantors shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF the said Grantors hav signed and sealed this Deed the day and year above written.

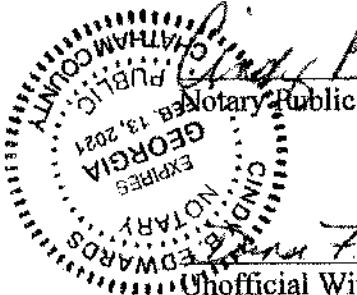
Dana F. Brew
Unofficial Witness

James H. Alexander
James H. Alexander



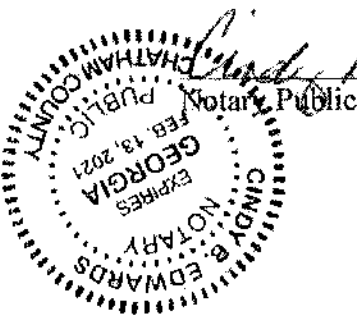
Dana F. Brew
Unofficial Witness

Leo Sheehan
Leo Sheehan



Dana F. Brew
Unofficial Witness

Carl William Huffstetler, Jr. a/k/a Peter Huffstetler
Carl William Huffstetler, Jr. a/k/a Peter Huffstetler



Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:06:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 588 - 589

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 2020, by and between James H. Alexander, Peter Huffstetler and Leo Sheehan (hereinafter called "Grantors") and Leo K. Sheehan and Margaret B. Sheehan, as joint tenants with the right of survivorship, and not as tenants in common (hereinafter called "Grantees") (the words "Grantors" and "Grantees" shall include their respective successors and assigns.)

WITNESSETH that Grantors, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantees all the right, title, interest, claim, or demand which the Grantors have or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 1 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said Parcel 1 being labelled on said Plat containing 0.081 acres of Upland and 22.768 acres of Coastal Marshlands for a total area of 22.849 acres and to be combined with PIN 40012 03002. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

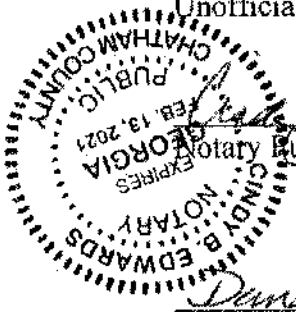
Subject, however, to certain restrictive covenants and easements of record.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantees so that neither the Grantors nor their successors or assigns nor any other person or persons claiming under Grantors shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

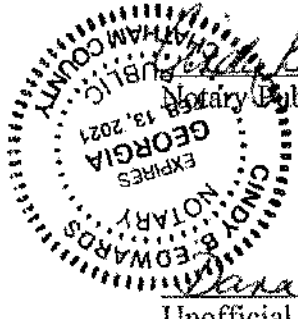
IN WITNESS WHEREOF the said Grantors hav signed and sealed this Deed the day and year above written.

Dana F. Braw Unofficial Witness James H. Alexander



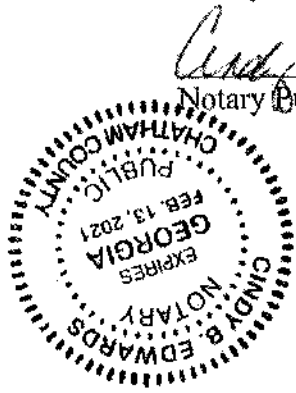
Cindy B. Edwards Notary Public
Dana F. Braw Unofficial Witness

Peter Huffstetler



Cindy B. Edwards Notary Public
Dana F. Braw Unofficial Witness

Leo Sheehan

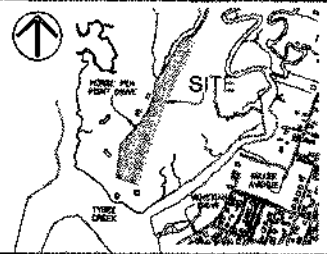
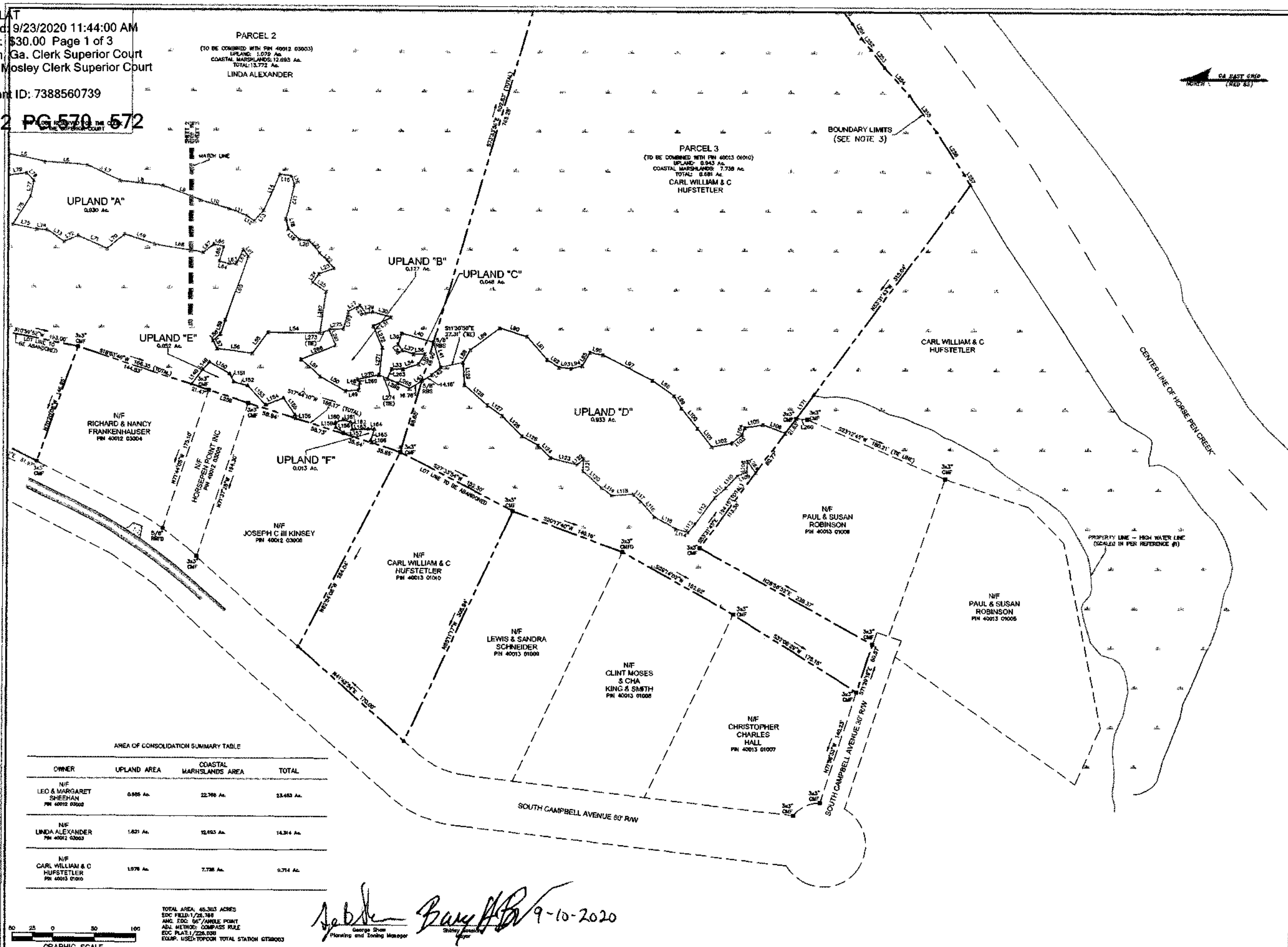


Cindy B. Edwards Notary Public

Type: PLAT
 Recorded: 9/23/2020 11:44:00 AM
 Fee Amt: \$30.00 Page 1 of 3
 Chatham Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 52 PG 570 572



VICINITY MAP NOT TO SCALE

- LEGEND
- ▲ CALC POINT - CORNER NOT SET / OCRM
 - CMF ■ CONC. MONUMENT FOUND
 - CMFD ■ CONC. MONUMENT FOUND DISTURBED
 - IPF ● IRON PIPE FOUND
 - IRPF ● IRON REBAR FOUND
 - IRPFD ● IRON REBAR FOUND DISTURBED
 - IRRS ○ IRON REBAR SET
 - MARSHGRASS
 - WETLAND FLAG
 - ▨ EDGE OF PAVEMENT
 - ▨ CONCRETE

- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE AE ELEVATION 10'. FIRM PANEL 0213-0 COMMUNITY 135164.
 2. HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 3. HORSE PEN CREEK WAS SCALED IN PER GIS.

- REFERENCES
1. PG:2-5 PG:82
 2. PG:5 PG:53
 3. PG:5 PG:54
 4. DB:181R PG:415
 5. DB:186F PG:636
 6. DB:178D PG:581
 7. DB:194T PG:454
 8. DB:287Z PG:151
 9. DB:233M PG:831
 10. DB:368R PG:228
 11. DB:306M PG:295
 12. DB:816 PG:571
 13. DB:871 PG:512
 14. DB:1223 PG:450
 15. DB:1348 PG:281
 16. DB:1409 PG:167

PREPARED FOR:
 DAN J. SHEEHAN COMPANY, INC.
 A LOT CONSOLIDATION PLAT OF
 PARCELS 1, 2 & 3
 HORSE PEN POINT
 A PORTION OF
 PIN No. 40012 03001
 SHEET 3 OF 3
 5TH GRD.
 THREE ISLAND
 CHATHAM COUNTY, GEORGIA

FIELD BOOK: DM
 FIELD NOTES: WS
 DRAWING BY: JSS
 DATE: 09-22-2020
 SCALE: 1"=400'
 PROJECT No. 877-1004
 FILE 877-1004 8/20/20

ATLAS SURVEYING, INC.
 40 BROWN'S COVE ROAD, SUITE #5
 RIDGELAND, SC 29928
 PHONE: (843) 945-9277
 WEBSITE: WWW.ATLASSURVEYING.COM



AS REQUIRED BY SUBSECTION (6) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS OR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR APPROPRIATIONS SHOULD BE OBTAINED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO EXTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

WILLIAM H. GRAY, JR.
 S.A.P.L.S. No. 15003235

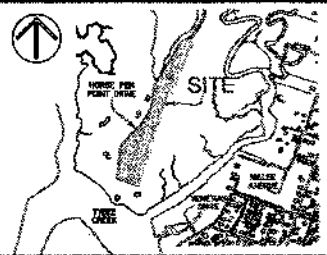
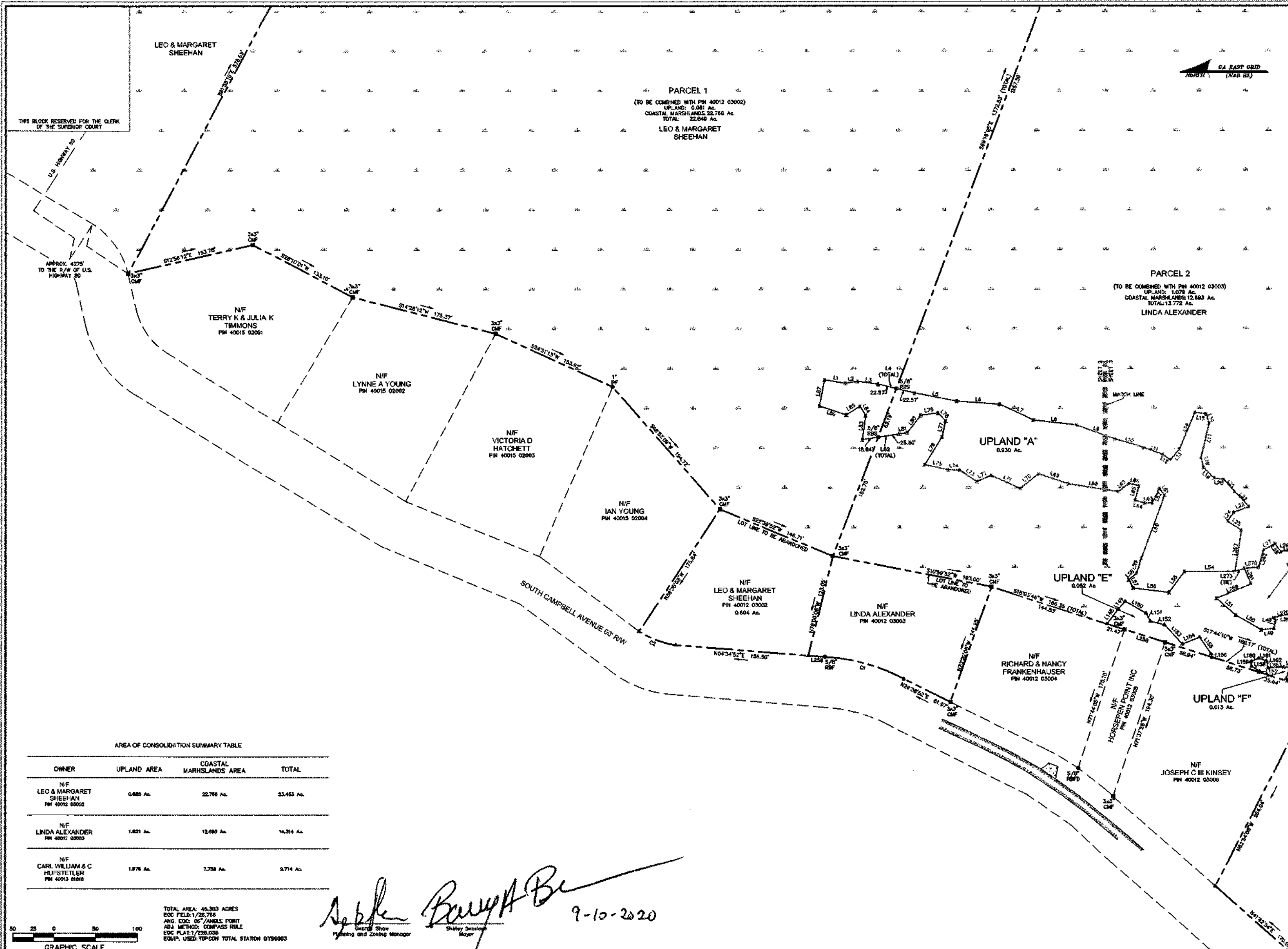
AREA OF CONSOLIDATION SUMMARY TABLE

OWNER	UPLAND AREA	COASTAL MARSHLANDS AREA	TOTAL
N/F LEO & MARGARET SHEEHAN PIN 40012 03002	0.885 Ac.	22.798 Ac.	23.683 Ac.
N/F LINDA ALEXANDER PIN 40012 03003	1.621 Ac.	12.653 Ac.	14.274 Ac.
N/F CARL WILLIAM & C HUFSTETLER PIN 40013 01010	1.978 Ac.	7.738 Ac.	9.714 Ac.

TOTAL AREA: 45.303 ACRES
 EDC FIELD: 1/28.788
 ANG. EDC: 95° ANGLE POINT
 ADJ. METHOD: COMPASS RULE
 EDC PLAT: 1/228.038
 EQUIP.: USED-TOPCON TOTAL STATION STS8003

John B. Gray
 Planning and Zoning Manager
 9-10-2020





VICINITY MAP NOT TO SCALE

- LEGEND**
- ▲ CALC POINT - CORNER NOT SET / CORN
 - CONC. MONUMENT FOUND
 - CONC. MONUMENT FOUND DISTURBED
 - IRON PIPE FOUND
 - IRON REBAR FOUND
 - IRON REBAR FOUND DISTURBED
 - IRON REBAR SET
 - ▲ MARSHORASS
 - WETLAND FLAG
 - ▨ EDGE OF PAVEMENT
 - ▨ CONCRETE

- NOTES**
1. THIS PARCEL APPEARS TO BE IN FLOOD ZONE AS ELEVATION 101, FROM PANEL 0213-0 COMMUNITY 130164.
 2. HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 3. HORSE PEN CREEK WAS SCALED IN PER GIS.

- REFERENCES**
- | | |
|-------------|--------|
| 1. PB-2-5 | PG-02 |
| 2. PB-5 | PG-54 |
| 3. DE-1618 | PG-415 |
| 4. DE-1687 | PG-656 |
| 5. DE-1750 | PG-501 |
| 7. DE-1947 | PG-454 |
| 8. DE-2072 | PG-193 |
| 9. DE-2534 | PG-531 |
| 10. DE-3891 | PG-229 |
| 11. DE-3984 | PG-266 |
| 12. DE-610 | PG-571 |
| 13. DE-617 | PG-312 |
| 14. DE-1223 | PG-450 |
| 15. DE-1348 | PG-251 |
| 16. DE-1459 | PG-167 |

PREPARED FOR:
DAN J. SHEEHAN COMPANY, INC.
 A LOT CONSOLIDATION PLAT OF
 PARCELS 1, 2 & 3
HORSE PEN POINT
 A PORTION OF
 PIN No. 40012 03001
 SHEET 2 OF 3
 CITY AND
 TIDEE ISLAND
 CHATHAM COUNTY, GEORGIA

ATLAS SURVEYING, INC.
 45 BROWN'S CREEK ROAD, SUITE 45
 RIDGELAND, SC 29083
 PHONE: (843) 645-9277
 WEBSITE: WWW.ATLASURVEYING.COM



AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. SECTION 15-2-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-2-67.

WILLIAM N. GRAY, JR.
 C.P.L.S. No. 18003235

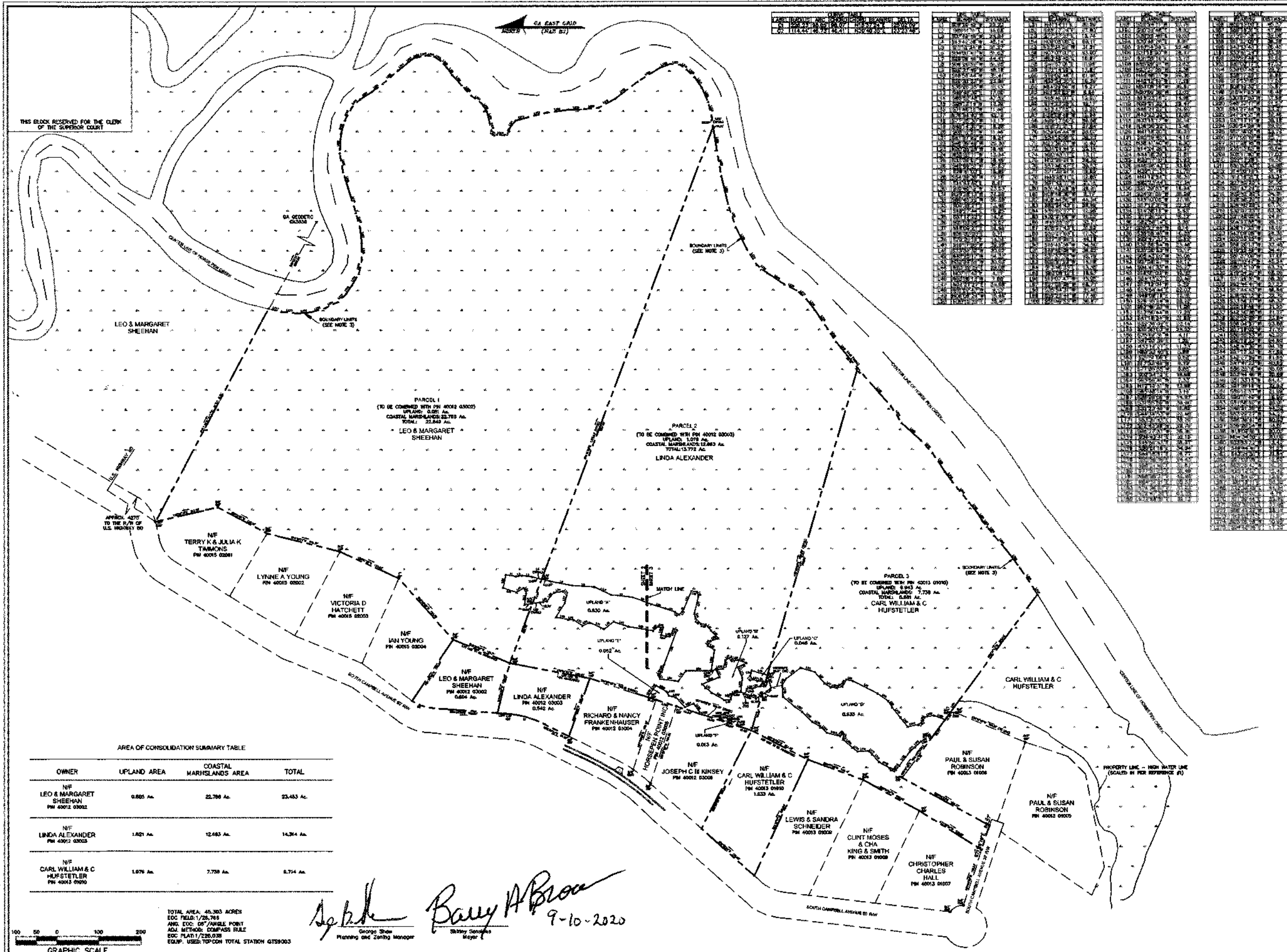
AREA OF CONSOLIDATION SUMMARY TABLE

OWNER	UPLAND AREA	COASTAL MARSHLANDS AREA	TOTAL
N/F LEO & MARGARET SHEEHAN PIN 40012 03002	0.685 Ac.	22.766 Ac.	23.451 Ac.
N/F LINDA ALEXANDER PIN 40012 03003	1.821 Ac.	12.683 Ac.	14.504 Ac.
N/F CARL WILLIAM & C HUFSTETLER PIN 40013 03018	1.876 Ac.	7.728 Ac.	9.604 Ac.

TOTAL AREA: 46,303 ACRES
 EOC FIELD: 1/26,766
 AND EOC: 067 ANGLE POINT
 ADA METHOD: COMPASS RULE
 EDC PLAT: 1/238,036
 EQUIP. USED: TOPCON TOTAL STATION GTS6003

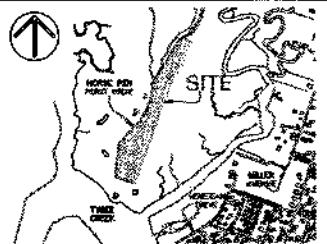


William N. Gray, Jr.
 Surveyor
 9-10-2020



1	114.22	12.74	12.74	12.74
2	114.22	12.74	12.74	12.74
3	114.22	12.74	12.74	12.74

1	114.22	12.74	12.74	12.74
2	114.22	12.74	12.74	12.74
3	114.22	12.74	12.74	12.74
4	114.22	12.74	12.74	12.74
5	114.22	12.74	12.74	12.74
6	114.22	12.74	12.74	12.74
7	114.22	12.74	12.74	12.74
8	114.22	12.74	12.74	12.74
9	114.22	12.74	12.74	12.74
10	114.22	12.74	12.74	12.74
11	114.22	12.74	12.74	12.74
12	114.22	12.74	12.74	12.74
13	114.22	12.74	12.74	12.74
14	114.22	12.74	12.74	12.74
15	114.22	12.74	12.74	12.74
16	114.22	12.74	12.74	12.74



VICINITY MAP NOT TO SCALE

- LEGEND**
- ▲ CALC POINT - CORNER NOT SET / ODM
 - CMF ■ CONG. MONUMENT FOUND
 - CMFD ■ CONG. MONUMENT FOUND DISTURBED
 - IPF ● IRON PIPE FOUND
 - RPF ● IRON REBAR FOUND
 - RPFDD ● IRON REBAR FOUND DISTURBED
 - RIS ○ IRON REBAR SET
 - MARSHGRASS
 - WETLAND FLAG
 - ▨ EDGE OF PAVEMENT
 - ▩ CONCRETE

- NOTES**
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE AT ELEVATION 10'. FROM PANEL C213-D COMMUNITY 135164.
 2. HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 3. HORSE PEN CREEK WAS SCALED IN PER GIS.

- REFERENCES**
- | | |
|-------------|--------|
| 1. PD-2-5 | PG-82 |
| 2. PD-5 | PG-83 |
| 3. PD-5 | PG-84 |
| 4. DR-161R | PG-415 |
| 5. DC-160F | PG-606 |
| 6. DR-1702 | PG-501 |
| 7. DR-104T | PG-454 |
| 8. DR-2872 | PG-193 |
| 9. DR-223M | PG-631 |
| 10. DR-389 | PG-220 |
| 11. DR-396M | PG-268 |
| 12. DR-518 | PG-571 |
| 13. DR-817 | PG-312 |
| 14. DR-1223 | PG-450 |
| 15. DR-1348 | PG-281 |
| 16. DR-1459 | PG-167 |

PREPARED FOR:
DAN J. SHEEHAN COMPANY, INC.
 A LOT CONSOLIDATION PLAT OF
 PARCELS 1, 2 & 3
HORSE PEN POINT
 A PORTION OF
 PIN No. 40012 03001
 SHEET 1 OF 3
 STW O&D
 TIBBE ISLAND
 CHATHAM COUNTY, GEORGIA

ATLAS SURVEYING, INC.
 40 BROWN'S COVE ROAD, SUITE #5
 REDLAND, SC 29436
 PHONE: (843) 646-8277
 WEBSITE: WWW.ATLASSURVEYING.COM



AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. SECTION 15-2-67, THIS PLAT HAS BEEN PREPARED BY A LICENSED SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT AGENCIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-2-67.

WILLIAM H. GRAY, JR.
 O.A.P.L.S. No. 15003235

AREA OF CONSOLIDATION SUMMARY TABLE

OWNER	UPLAND AREA	COASTAL MARSHLANDS AREA	TOTAL
N/F LEO & MARGARET SHEEHAN PIN 40012 03002	0.865 Ac.	22.786 Ac.	23.651 Ac.
N/F LINDA ALEXANDER PIN 40012 03003	1.821 Ac.	12.643 Ac.	14.464 Ac.
N/F CARL WILLIAM & C HUFSTETLER PIN 40013 0970	1.676 Ac.	7.728 Ac.	9.404 Ac.

TOTAL AREA: 45,303 ACRES
 EDC FIELD: 1/25,765
 APP. EDC OF TABLE POINT
 ADJ. METHOD: COMPASS RULE
 EDC PLAT: 1/25,038
 EQUIP. USED: TOPCON TOTAL STATION GTS9003

George Sheehan
 Planning and Control Manager

Barry A. Brown
 Surveying Manager
 9-10-2020



Type: PLAT
 Recorded: 1/8/2020 11:45:00 AM
 Fee Amt: \$30.00 Page 1 of 3
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court
 Participant ID: 7388560739
 BK 52 PG 263 - 265

CA EAST GRID
 NORTH (NAD 83)

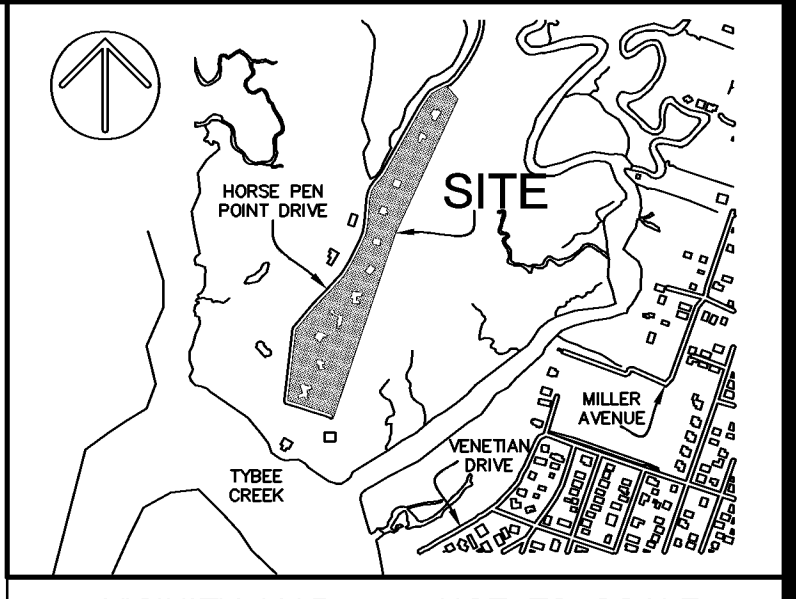
LABEL	BEARING	CHORD	CHORD BEARING	DELTA
C1	114.44	46.73	N20°40'35"E	23°23'48"
C2	226.23	98.85	N15°37'24"E	25°02'09"

LABEL	BEARING	DISTANCE
L1	S09°20'42"W	25.23
L2	S09°11'11"E	14.88
L3	S07°45'49"W	24.64
L4	S11°42'36"W	45.14
L5	S11°23'34"W	51.27
L6	S04°02'42"W	51.83
L7	S23°06'48"E	44.42
L8	S08°20'52"W	51.95
L9	S20°37'49"W	48.18
L10	S18°58'44"W	35.41
L11	S20°33'23"W	23.68
L12	S33°25'53"W	11.13
L13	S49°49'50"E	17.00
L14	S66°55'43"E	47.52
L15	S09°31'14"W	13.99
L16	S71°46'18"W	11.40
L17	N76°54'40"W	42.15
L18	S73°33'30"W	12.17
L19	S45°14'50"W	18.28
L20	S08°17'51"W	11.46
L21	S4°57'52"W	19.24
L22	S46°39'49"W	25.50
L23	N20°28'28"W	19.46
L24	N55°02'11"W	13.04
L25	S13°29'03"W	19.44
L26	S42°08'51"W	35.83
L27	S29°41'03"E	15.69
L28	S54°39'36"W	12.16
L29	S14°44'42"E	8.41
L30	S18°46'12"W	23.53
L31	N25°28'13"W	24.25
L32	S66°45'22"W	56.28
L33	S00°35'27"E	13.49
L34	S18°27'44"E	19.25
L35	S57°12'23"E	14.16
L36	N01°03'08"E	13.07
L37	N18°00'27"E	14.45
L38	N56°00'09"E	8.71
L39	S72°28'19"E	44.14
L40	S16°11'00"W	38.28
L41	S73°39'32"W	30.92
L42	N42°25'17"W	14.32
L43	N32°20'53"W	30.33
L44	N23°59'32"E	29.08
L45	N07°11'42"E	4.17
L46	N63°06'13"W	7.88
L47	N04°22'22"E	24.99
L48	N81°07'47"W	9.13
L49	N06°05'24"W	15.46
L50	N30°15'22"E	35.41

LABEL	BEARING	DISTANCE
L51	N41°14'11"E	30.59
L52	S45°27'24"E	27.60
L53	S77°37'37"E	12.74
L54	N00°09'06"E	60.11
L55	N53°34'59"W	31.21
L56	N07°07'02"E	43.00
L57	N63°46'45"E	10.87
L58	S41°57'01"E	11.99
L59	S72°14'18"E	17.87
L60	S70°02'46"E	81.46
L61	N22°43'07"E	10.39
L62	N64°29'56"W	19.27
L63	N01°52'03"W	8.84
L64	N16°46'07"E	12.03
L65	S74°23'29"E	18.17
L66	N13°47'55"E	12.28
L67	N39°09'48"W	15.94
L68	N09°17'50"E	99.59
L69	N18°31'21"E	37.84
L70	N39°04'44"W	28.07
L71	N24°10'59"E	38.23
L72	N35°36'37"W	18.40
L73	N34°01'44"E	25.14
L74	N00°43'17"E	13.11
L75	N12°09'01"E	29.30
L76	S57°46'47"E	39.53
L77	S77°35'51"E	19.65
L78	N45°28'11"E	12.93
L79	N07°42'11"W	21.14
L80	N51°43'26"W	26.01
L81	N09°48'30"W	9.77
L82	N08°44'56"W	44.34
L83	S82°04'43"E	28.96
L84	N59°02'27"E	12.96
L85	N32°01'00"W	19.52
L86	N18°28'19"E	33.71
L87	S78°57'43"E	31.92
L88	S59°27'03"E	17.32
L89	S37°19'09"E	44.18
L90	S16°49'59"W	34.50
L91	S49°40'06"W	36.62
L92	S31°37'32"W	16.79
L93	S05°51'23"W	14.98
L94	S13°46'33"E	13.35
L95	S60°08'12"E	18.67
L96	S10°07'47"W	15.95
L97	N21°02'08"W	66.77
L98	S35°54'44"E	22.03
L99	S59°23'44"W	17.40
L100	S50°49'53"W	30.87

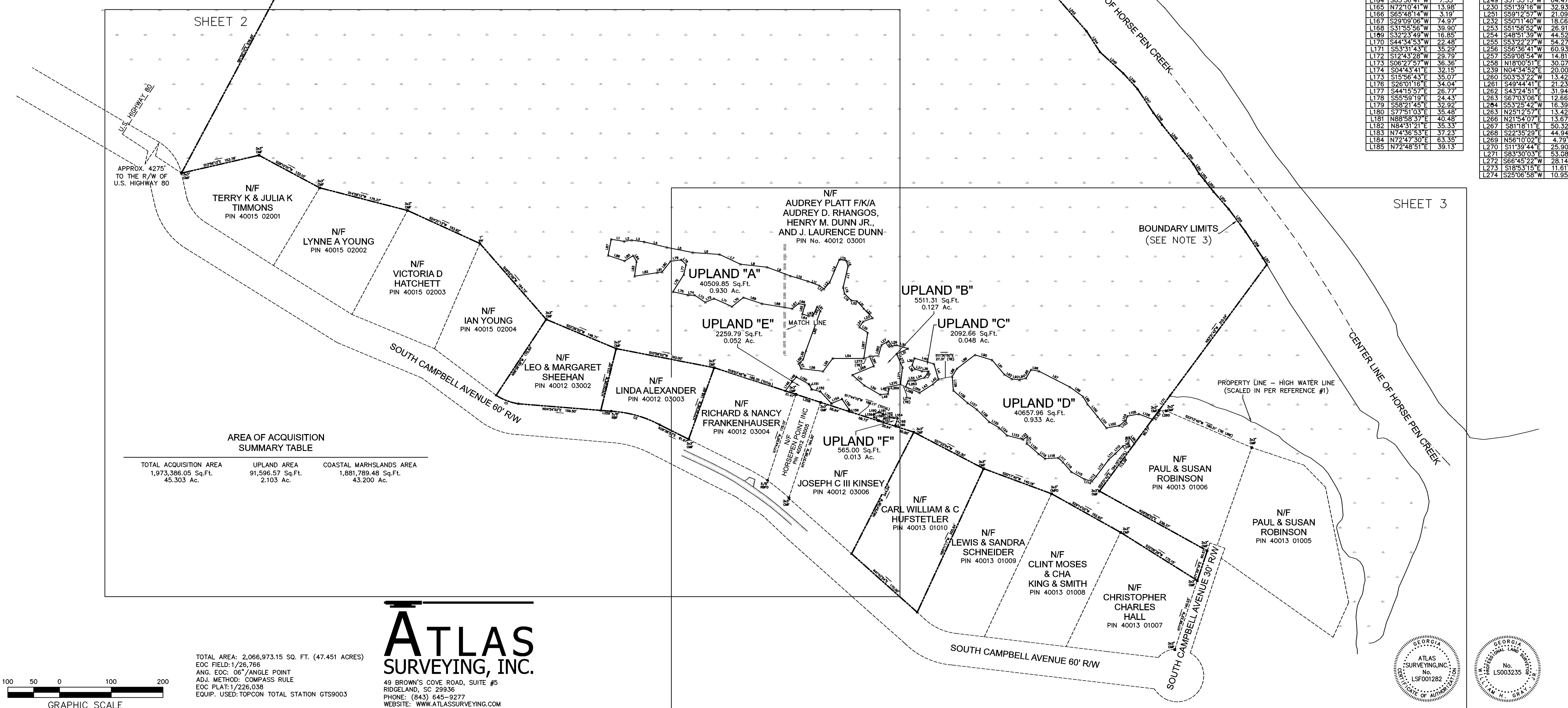
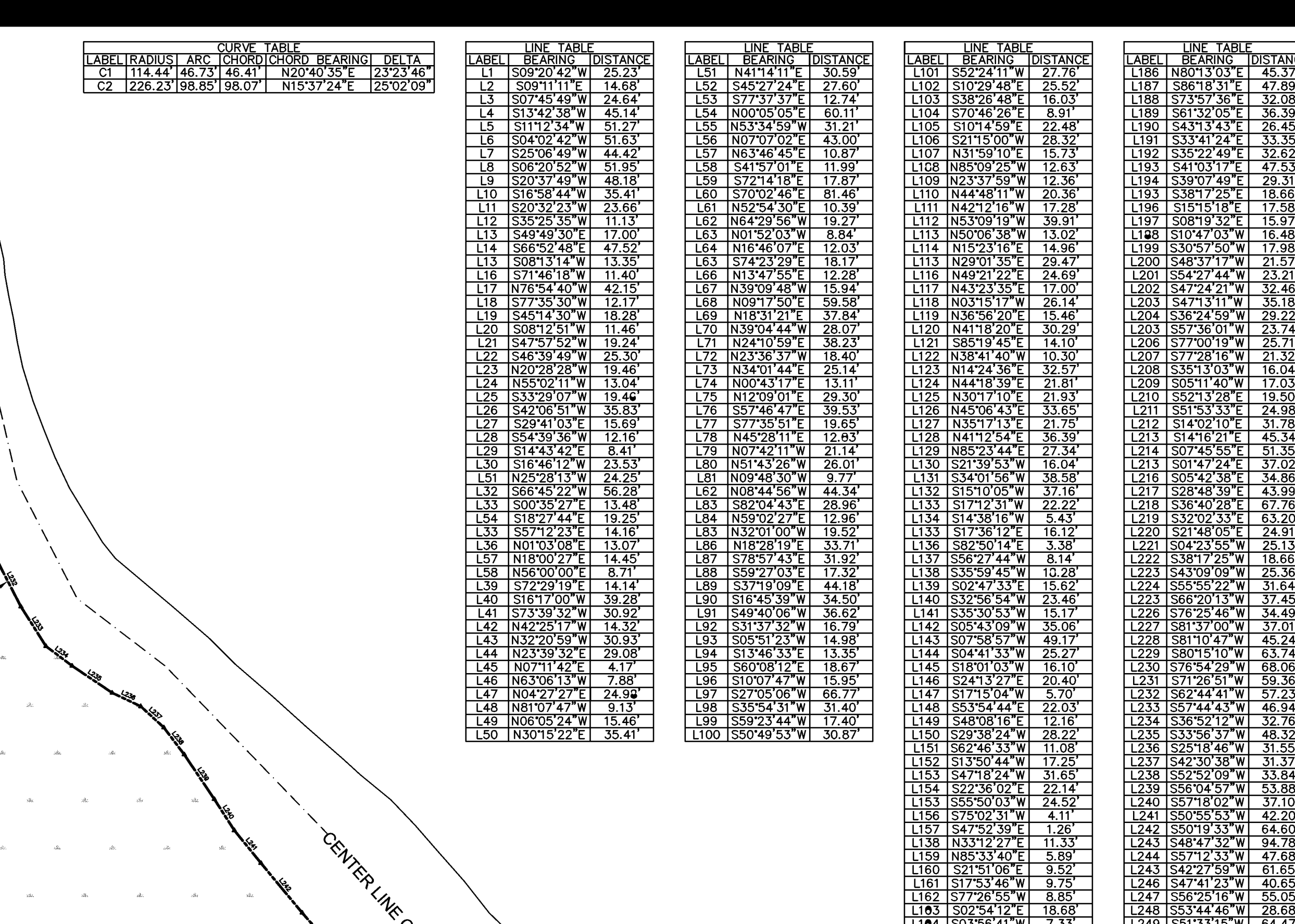
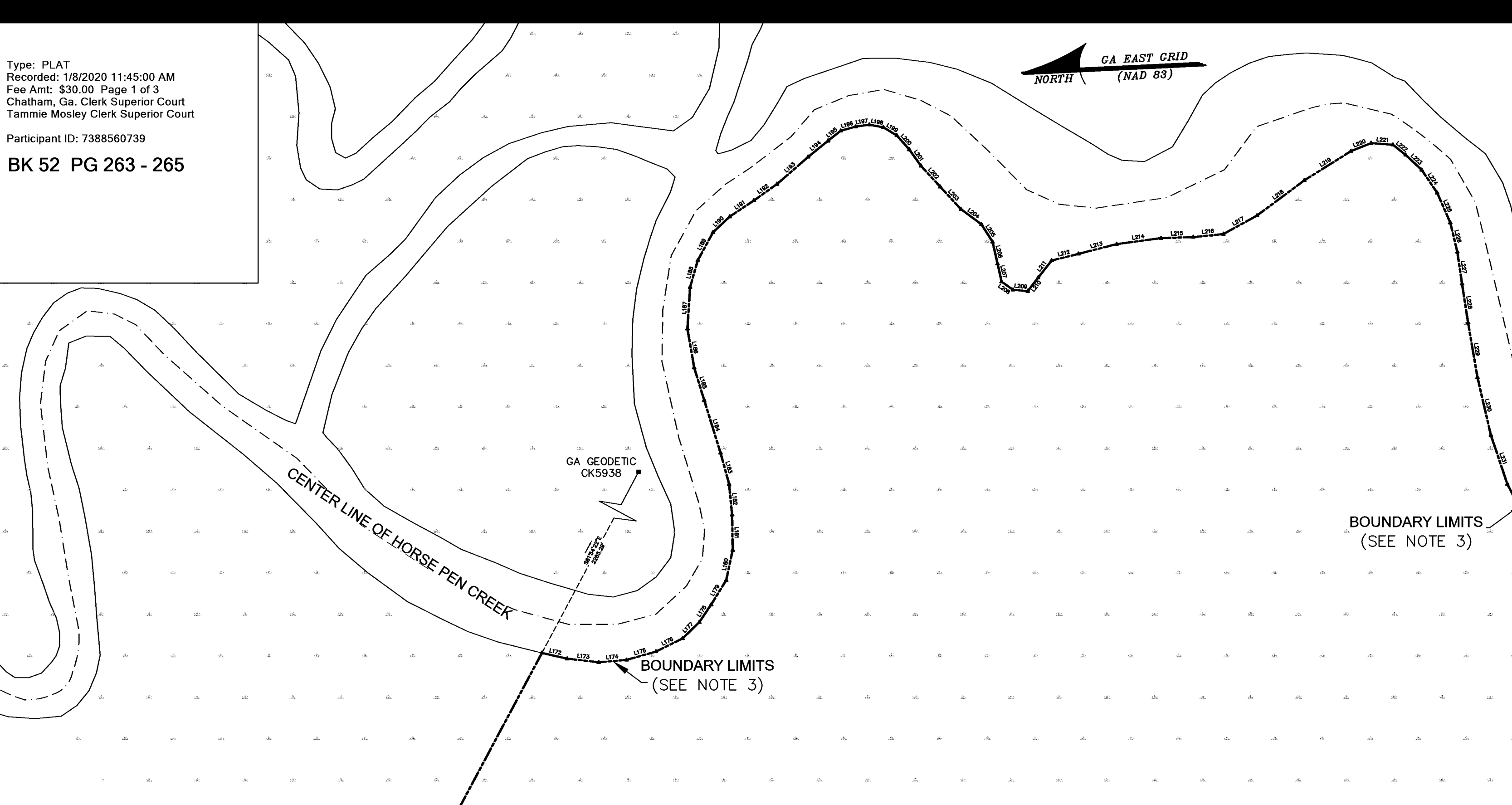
LABEL	BEARING	DISTANCE
L101	S52°24'11"W	27.76
L102	S10°29'48"E	25.52
L103	S38°26'48"E	16.03
L104	N35°22'49"E	15.73
L105	S10°14'53"E	22.48
L106	S21°15'00"W	28.32
L107	N35°19'10"E	15.73
L108	N85°09'25"W	15.83
L109	N23°37'59"W	12.36
L110	N44°48'11"W	20.36
L111	N42°12'18"W	17.28
L112	N53°09'19"W	39.21
L113	N50°06'38"W	13.02
L114	N15°23'16"E	14.96
L115	N29°13'22"E	28.47
L116	N49°21'22"E	24.69
L117	N43°23'32"E	17.00
L118	N03°11'17"W	28.14
L119	N36°56'20"E	15.46
L120	N41°18'20"W	30.29
L121	S85°10'45"E	14.10
L122	N38°14'06"W	10.90
L123	N14°24'36"E	32.57
L124	N44°18'39"E	21.81
L125	N30°17'10"E	21.93
L126	N45°06'43"E	33.65
L127	N35°17'13"E	21.75
L128	N41°12'54"E	36.39
L129	N57°45'55"E	51.35
L130	S21°59'53"W	16.04
L131	N34°01'56"W	38.58
L132	S15°10'05"W	37.16
L133	S17°12'31"W	22.24
L134	S14°38'16"W	5.43
L135	S17°36'12"E	16.12
L136	S23°18'51"W	3.39
L137	S56°27'24"W	8.14
L138	S35°59'45"W	10.28
L139	S02°47'53"E	15.62
L140	S26°20'13"W	37.45
L141	S35°30'53"W	15.17
L142	S05°43'09"W	35.06
L143	S07°58'59"W	49.17
L144	S04°41'33"W	25.27
L145	S18°01'03"W	16.10
L146	S24°13'27"E	20.40
L147	S12°11'04"W	5.70
L148	S35°54'44"E	22.03
L149	S48°08'16"E	12.16
L150	S25°58'41"W	7.33
L151	S67°48'53"W	11.08
L152	S13°50'44"W	11.25
L153	S47°18'24"W	31.65
L154	S72°48'02"E	22.14
L155	S55°50'03"W	24.52
L156	S75°02'31"W	4.11
L157	S47°52'59"E	1.26
L158	N38°13'22"E	11.43
L159	N85°33'40"E	5.89
L160	S21°10'06"E	9.52
L161	S17°53'46"W	9.79
L162	S77°28'55"W	8.85
L163	S02°54'12"E	18.68
L164	S03°56'41"W	7.33
L165	N72°10'41"W	13.98
L166	S65°48'14"W	3.19
L167	S29°09'06"W	74.97
L168	S31°55'56"W	39.90
L169	S32°23'49"W	16.85
L170	S44°34'53"W	22.48
L171	S53°31'43"E	35.29
L172	S72°43'28"W	29.79
L173	S06°27'57"W	36.36
L174	S04°43'41"E	32.15
L175	S15°56'43"E	35.07
L176	S48°11'16"E	14.04
L177	S44°15'57"E	26.77
L178	S65°59'19"E	24.43
L179	S89°17'44"E	32.92
L180	S77°51'03"E	35.48
L181	N88°58'37"E	40.48
L182	N84°31'21"E	35.33
L183	N74°36'33"E	37.22
L184	N72°47'30"E	63.35
L185	N72°48'51"E	39.13

LABEL	BEARING	DISTANCE
L186	N80°13'03"E	45.37
L187	S86°18'31"E	47.89
L188	S73°57'36"E	32.08
L189	S61°50'15"E	36.39
L190	S43°13'43"E	26.45
L191	S33°41'24"E	33.35
L192	S35°22'49"E	32.62
L193	S41°03'17"E	47.53
L194	S39°07'49"E	29.31
L195	S38°17'25"E	18.66
L196	S15°15'18"E	17.68
L197	S08°19'32"E	15.97
L198	S10°47'03"W	16.48
L199	S36°57'50"W	17.98
L200	S48°37'17"W	31.57
L201	S42°27'44"W	23.21
L202	S47°24'21"W	32.46
L203	S47°13'11"W	35.18
L204	S36°24'59"W	28.22
L205	S57°36'01"W	23.74
L206	S77°00'19"W	25.71
L207	S77°28'16"W	21.32
L208	S35°13'03"W	16.04
L209	S05°11'40"W	17.03
L210	S53°32'28"E	26.97
L211	S51°53'53"E	24.98
L212	S14°02'10"E	31.78
L213	S14°16'21"E	45.34
L214	S07°45'55"E	51.35
L215	S01°47'24"E	37.02
L216	S05°42'38"E	34.88
L217	S28°48'59"E	43.92
L218	S36°40'28"E	61.76
L219	S32°02'33"E	63.20
L220	S27°48'05"E	24.91
L221	S04°23'55"W	25.13
L222	S38°17'25"W	18.66
L223	S43°09'09"W	25.36
L224	S55°55'25"E	31.66
L225	S58°10'47"E	45.24
L226	S76°26'46"W	34.49
L227	S81°37'00"W	37.01
L228	S81°10'47"E	45.24
L229	S80°15'10"W	63.74
L230	S76°54'29"W	68.06
L231	S71°26'51"W	59.38
L232	S67°36'57"E	48.32
L233	S57°44'43"W	46.94
L234	S36°52'12"W	32.76
L235	S33°58'57"W	48.32
L236	S25°18'46"W	11.56
L237	S42°30'38"W	31.37
L238	S52°52'09"W	33.84
L239	S66°04'57"W	33.88
L240	S57°18'02"W	37.10
L241	S50°55'53"W	42.20
L242	S50°19'33"W	64.60
L243	S48°47'39"W	94.78
L244	S57°12'33"W	47.68
L245	S42°27'59"W	61.65
L246	S47°41'23"W	40.65
L247	S56°25'16"W	55.05
L248	S53°44'46"W	28.68
L249	S51°33'15"W	64.47
L250	S51°39'16"W	32.93
L251	S59°12'57"W	21.09
L252	S50°11'40"W	18.66
L253	S51°58'52"E	26.91
L254	S48°51'59"W	44.52
L255	S53°22'27"W	54.27
L256	S56°36'41"W	60.93
L257	S50°08'54"W	14.81
L258	N18°00'51"E	30.27
L259	N04°34'52"E	20.00
L260	S03°53'22"W	13.47
L261	S49°44'41"E	21.24
L262	S43°24'51"E	31.94
L263	S67°03'06"E	12.66
L264	S53°25'42"W	18.39
L265	N25°12'57"E	13.42
L266	N21°54'07"E	13.67
L267	S81°18'11"E	50.32
L268	S22°38'29"E	44.84
L269	N56°10'02"E	4.79
L270	S11°39'44"E	26.90
L271	S53°30'03"E	53.68
L272	S66°45'22"W	28.14
L273	S18°53'15"E	11.61
L274	S25°06'58"W	10.95



LEGEND

- ▲ CALC POINT - CORNER NOT SET / OCRM
- CMF - CONC. MONUMENT FOUND
- CMFD - CONC. MONUMENT FOUND DISTURBED
- IPF - IRON PIPE FOUND
- RBF - IRON REBAR FOUND
- RBFd - IRON REBAR FOUND DISTURBED
- MARSHGRASS
- WETLAND FLAG
- EDGE OF PAVEMENT
- CONCRETE



AREA OF ACQUISITION SUMMARY TABLE

TOTAL ACQUISITION AREA	UPLAND AREA	COASTAL MARSHLANDS AREA
1,973,366.05 Sq.Ft. 45.303 Ac.	91,596.57 Sq.Ft. 2.103 Ac.	1,881,769.48 Sq.Ft. 43.200 Ac.

SHEET 3

- NOTES
- THIS PARCEL APPEARS TO LIE IN FLOOD ZONE AE ELEVATION 10', FIRM PANEL 0213-G COMMUNITY 135164.
 - HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 - HORSE PEN CREEK WAS SCALED IN PER GIS.

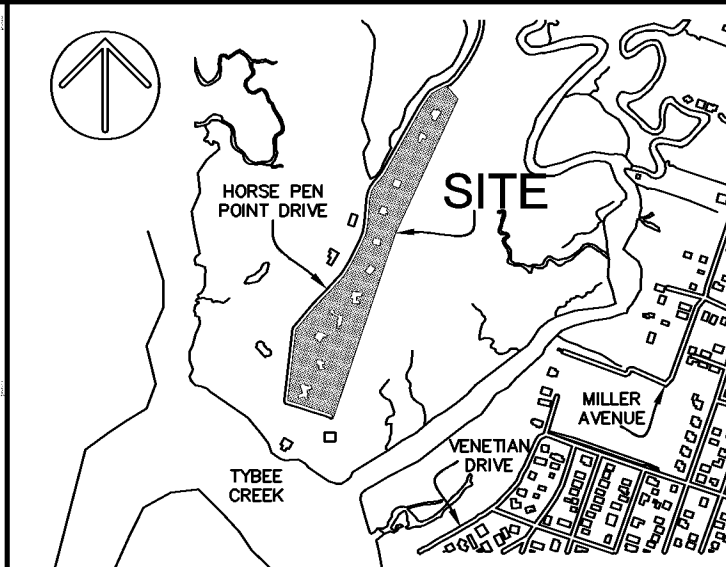
- REFERENCES
- 1. PB: 2-S PG: 82
 - 2. PB: S PG: 53
 - 3. PB: S PG: 54
 - 4. DB: 161R PG: 415
 - 5. DB: 166F PG: 656
 - 6. DB: 176Q PG: 591
 - 7. DB: 194I PG: 454
 - 8. DB: 267Z PG: 193
 - 9. DB: 283M PG: 631
 - 10. DB: 359I PG: 229
 - 11. DB: 396M PG: 266
 - 12. DB: 516 PG: 571
 - 13. DB: 817 PG: 312
 - 14. DB: 1223 PG: 650
 - 15. DB: 1348 PG: 261
 - 16. DB: 1459 PG: 167

PREPARED FOR:
 DAN J. SHEEHAN COMPANY INC.

A SUBDIVISION PLAT OF
 UPLANDS "A", "B", "C", "D", "E", "F"
 & A PORTION OF COASTAL MARSHLANDS
 HORSE PEN POINT

A PORTION OF
 PIN No. 40012 03001
 SHEET 1 OF 3
 5TH GMD.
 TYBEE ISLAND
 CHATHAM COUNTY, GEORGIA.

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, STAMPS, OR STATEMENTS HEREBY INCORPORATED BY REFERENCE OR AFFIRMATIONS SHOWN BEING CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL



VICINITY MAP NOT TO SCALE

- LEGEND**
- ▲ CALC POINT - CORNER NOT SET / OCRM
 - CMF CONC. MONUMENT FOUND
 - CMFD CONC. MONUMENT FOUND DISTURBED
 - IPF IRON PIPE FOUND
 - RBF IRON REBAR FOUND
 - Rbfd IRON REBAR FOUND DISTURBED
 - MARSHGRASS
 - WETLAND FLAG
 - ▨ EDGE OF PAVEMENT
 - ▨ CONCRETE

- NOTES**
- THIS PARCEL APPEARS TO LIE IN FLOOD ZONE AE ELEVATION 10', FIRM PANEL 0213-G COMMUNITY 135164.
 - HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 - HORSE PEN CREEK WAS SCALED IN PER GIS.
 - LINE AND CURVE TABLES ARE ON SHEET 1.

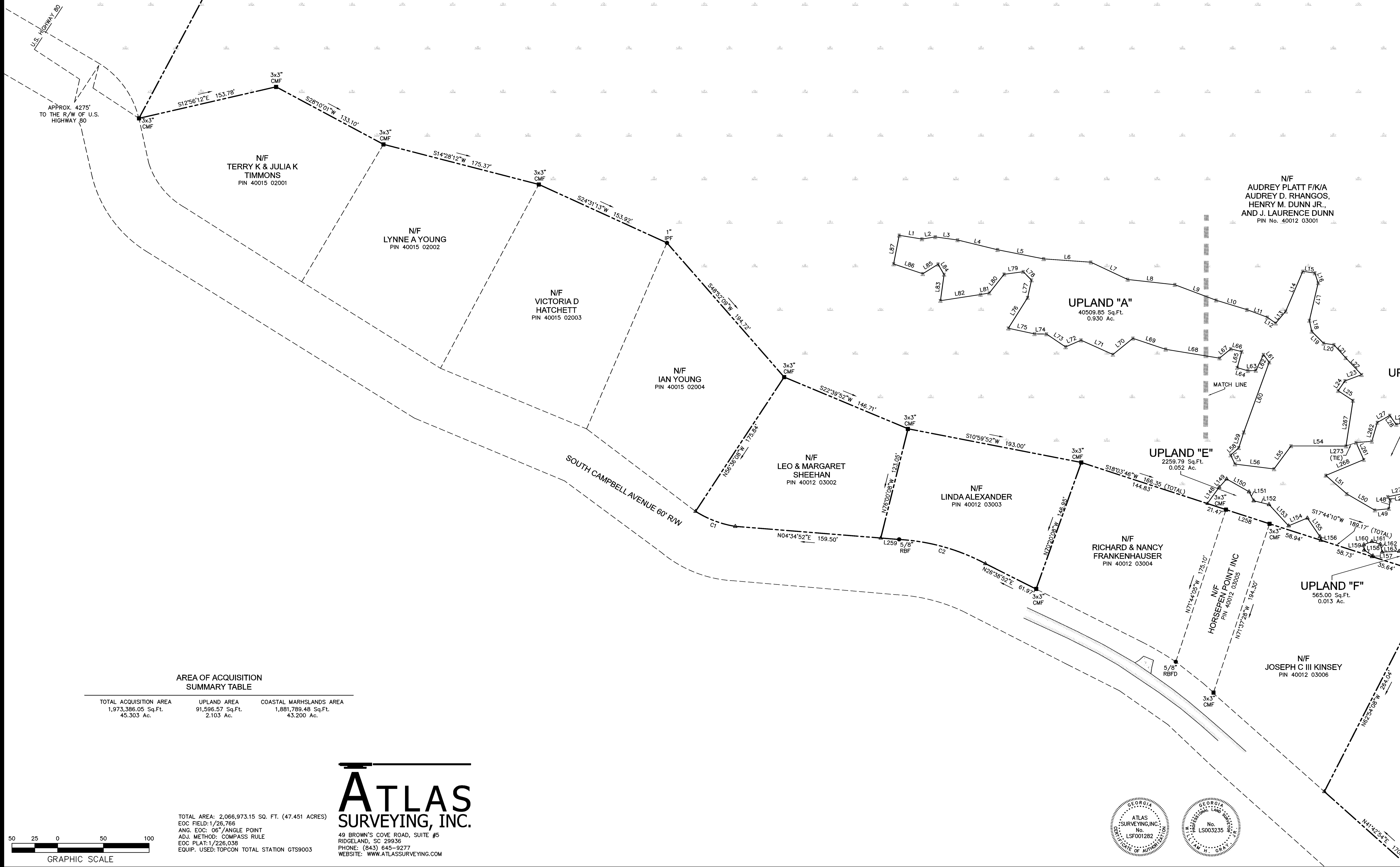
- REFERENCES**
- | | |
|--------------|---------|
| 1. PB: 2-S | PG: 82 |
| 2. PB: S | PG: 53 |
| 3. PB: S | PG: 54 |
| 4. DB: 161R | PG: 415 |
| 5. DB: 166F | PG: 656 |
| 6. DB: 176Q | PG: 591 |
| 7. DB: 194T | PG: 454 |
| 8. DB: 267Z | PG: 183 |
| 9. DB: 283M | PG: 631 |
| 10. DB: 369I | PG: 229 |
| 11. DB: 366M | PG: 266 |
| 12. DB: 516 | PG: 571 |
| 13. DB: 817 | PG: 312 |
| 14. DB: 1223 | PG: 450 |
| 15. DB: 1548 | PG: 261 |
| 16. DB: 1459 | PG: 167 |

PREPARED FOR:
DAN J. SHEEHAN COMPANY INC.
 A SUBDIVISION PLAT OF
 UPLANDS "A", "B", "C", "D", "E", "F"
 & A PORTION OF COASTAL MARSHLANDS
 HORSE PEN POINT
 A PORTION OF
 PIN No. 40012 03001
 SHEET 2 OF 3
 5TH GMD.
 TYBEE ISLAND,
 CHATHAM COUNTY, GEORGIA.

FIELD WORK: DM
 FIELD CHECK: WHG
 DRAWN BY: TCU
 DATE: 11-18-2019
 SCALE: 1"=100'
 PROJECT No.: BFT-19214
 FILE: BFT-19214 SUB1.DWG

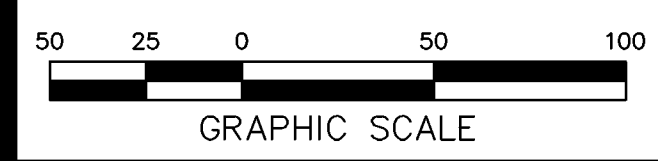
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, STAMPS, OR STATEMENTS HEREOF. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

William H. Gray, Jr.
 WILLIAM H. GRAY, JR.
 G.A.P.L.S. No. L5003235



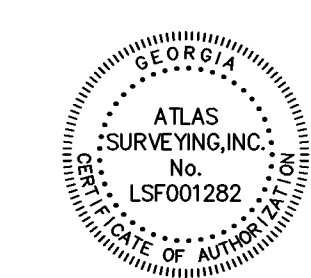
AREA OF ACQUISITION SUMMARY TABLE

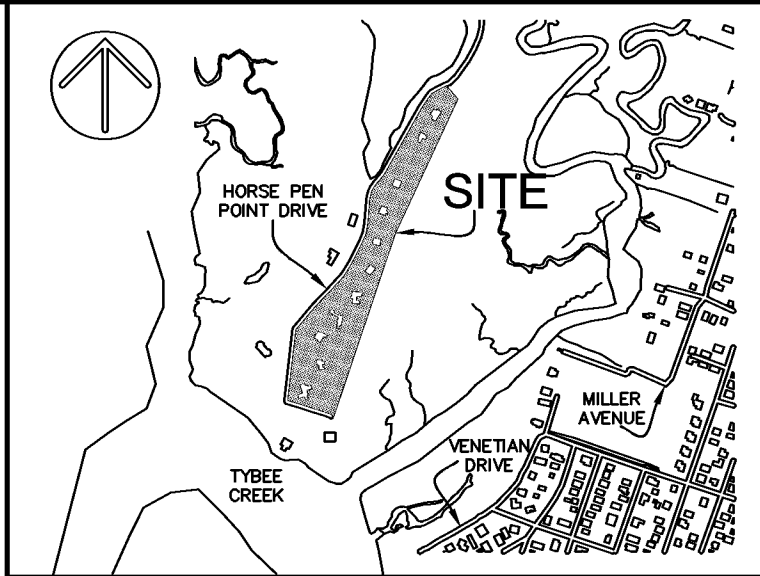
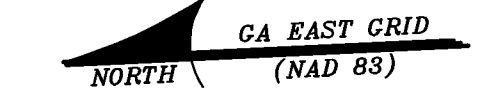
TOTAL ACQUISITION AREA	UPLAND AREA	COASTAL MARSHLANDS AREA
1,973,386.05 Sq.Ft. 45.303 Ac.	91,596.57 Sq.Ft. 2.103 Ac.	1,881,789.48 Sq.Ft. 43.200 Ac.



TOTAL AREA: 2,066,973.15 SQ. FT. (47.451 ACRES)
 EOC FIELD: 1/26.766
 ANG. EOC: 06" ANGLE POINT
 ADJ. METHOD: COMPASS RULE
 EOC PLAT: 1/226.030
 EQUIP. USED: TOPCON TOTAL STATION GTS9003

ATLAS SURVEYING, INC.
 49 BROWN'S COVE ROAD, SUITE #5
 RIDGELAND, SC 29936
 PHONE: (843) 645-9277
 WEBSITE: WWW.ATLASSURVEYING.COM





VICINITY MAP NOT TO SCALE

- LEGEND
- ▲ CALC POINT - CORNER NOT SET / OCRM
 - CONC. MONUMENT FOUND
 - CONC. MONUMENT FOUND DISTURBED
 - IRON PIPE FOUND
 - IRON REBAR FOUND
 - IRON REBAR FOUND DISTURBED
 - ▨ MARSHGRASS
 - ▨ WETLAND FLAG
 - ▨ EDGE OF PAVEMENT
 - ▨ CONCRETE

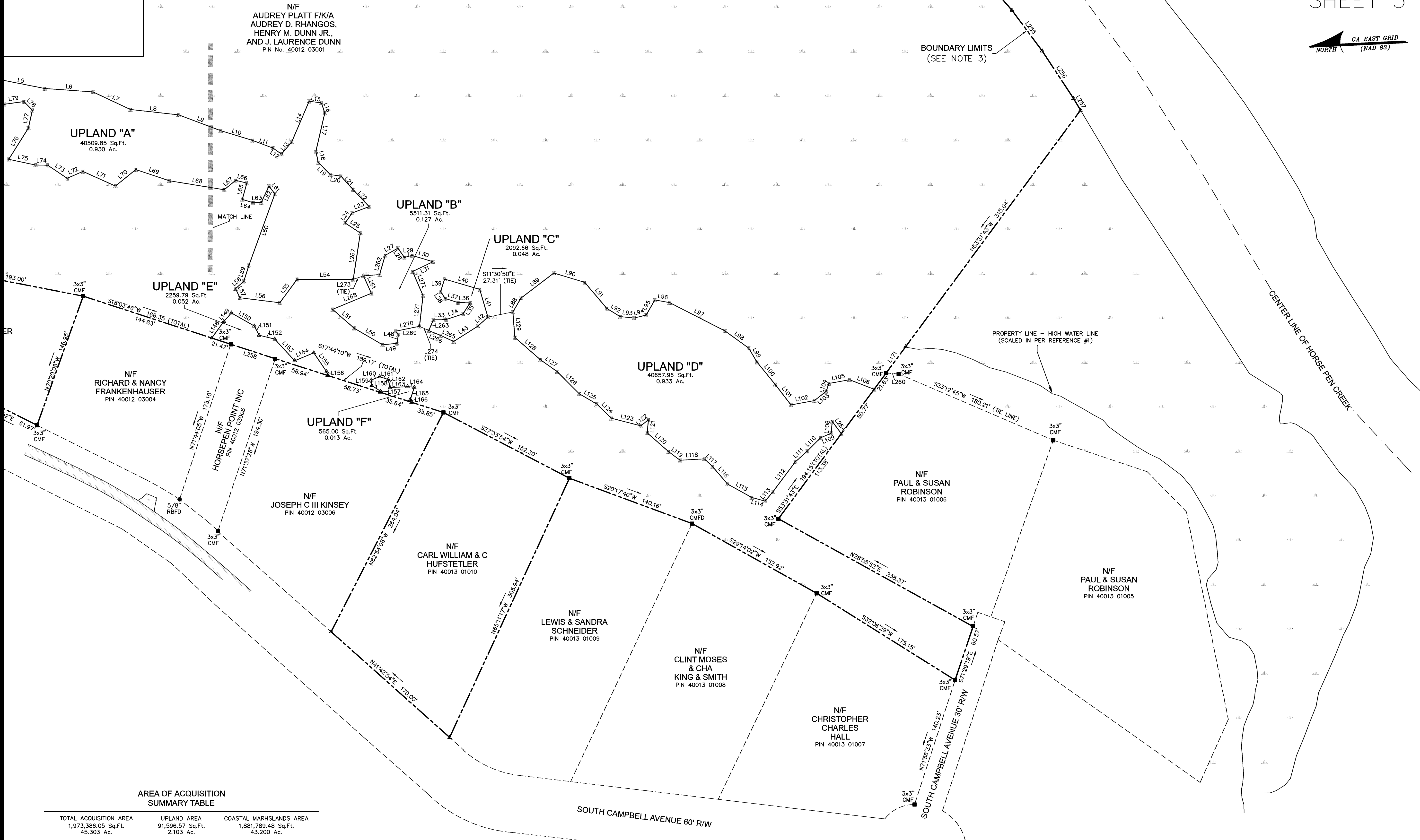
- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE AE ELEVATION 10', FIRM PANEL 0213-G COMMUNITY 135164.
 2. HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 3. HORSE PEN CREEK WAS SCALED IN PER GIS.
 4. LINE AND CURVE TABLES ARE ON SHEET 1.
- REFERENCES
- | | |
|--------------|---------|
| 1. PB: 2-S | PG: 82 |
| 2. PB: S | PG: 53 |
| 3. PB: S | PG: 54 |
| 4. DB: 161R | PG: 415 |
| 5. DB: 166F | PG: 656 |
| 6. DB: 176Q | PG: 591 |
| 7. DB: 194T | PG: 454 |
| 8. DB: 267Z | PG: 193 |
| 9. DB: 283M | PG: 631 |
| 10. DB: 369I | PG: 229 |
| 11. DB: 396M | PG: 266 |
| 12. DB: 516 | PG: 571 |
| 13. DB: 817 | PG: 312 |
| 14. DB: 1223 | PG: 450 |
| 15. DB: 1548 | PG: 261 |
| 16. DB: 1459 | PG: 167 |

PREPARED FOR:
DAN J. SHEEHAN COMPANY INC.
 A SUBDIVISION PLAT OF
 UPLANDS "A", "B", "C", "D", "E", "F"
 & A PORTION OF COASTAL MARSHLANDS
HORSE PEN POINT
 A PORTION OF
 PIN No. 40012 03001
 SHEET 3 OF 3
 5TH GMD.
 TYBEE ISLAND
 CHATHAM COUNTY, GEORGIA.

FIELD WORK: DM
 FIELD CHECK: WHG
 DRAWN BY: TDJ
 DATE: 11-18-2019
 SCALE: 1"=100'
 PROJECT No.: BFT-19214
 FILE: BFT-19214 SUB1.DWG

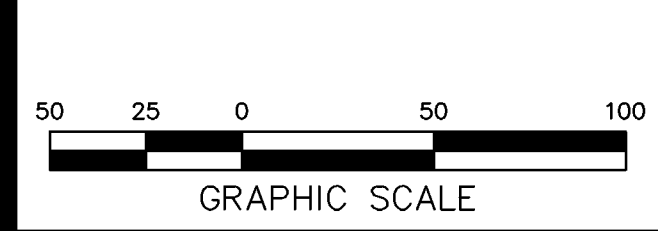
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William H. Gray, Jr.
 WILLIAM H. GRAY, JR.
 G.A.P.L.S. No. LS003235



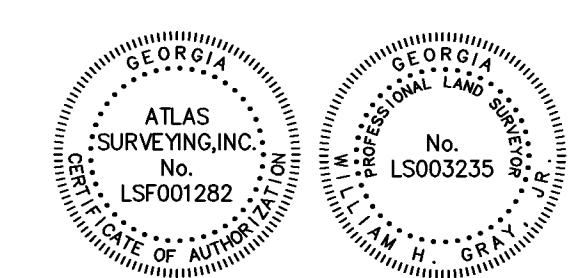
AREA OF ACQUISITION SUMMARY TABLE

TOTAL ACQUISITION AREA	UPLAND AREA	COASTAL MARSHLANDS AREA
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 EOC PLAT: 1/226.030
 EQUIP. USED: TOPCON TOTAL STATION GTS9003

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 PHONE: (843) 645-9277
 WEBSITE: WWW.ATLASSURVEYING.COM



Alton Brown Jr.

From: Dana F. Braun <dbraun@epa-law.com> on behalf of Dana F. Braun
Sent: Tuesday, October 27, 2020 4:02 PM
To: Noble, Josh; James Alexander
Cc: Leo Sheehan; Pete Huffstetler; Alton Brown
Subject: RE: Subject: PGP0083, Shared-Family Dock Application
Attachments: Plat Book CC Page 206 Horsepen Point.pdf; Sale Contract signed.pdf; LW Deed Hammocks bk 1826 p 133.pdf; Survey recorded Bk 52 pg 263.pdf; Recorded Quitclaim to Sheehan.pdf; Recorded Quitclaim to Huffstetlers.pdf; Recorded QC Linda to Jim Alexander.pdf; Recorded Quitclaim to Alexander.pdf

Josh,

I am the attorney that has represented Jim Alexander, Pete Huffstetler and Leo Sheehan in the acquisition of the marsh and upland areas behind their residences in the Horsepen Point subdivision.

I am not sure as what information you have regarding my clients acquisition of the marsh and uplands adjoining their properties, so I apologize in advance if this email provides information you may already have.

The Horsepen Point subdivision was developed by three siblings in the late 1970's early 1980's. The three siblings were H. Mitchell Dunn, Lawrence Dunn and Audrey D. Rhangos. The Horsepen Point property, including the marshes and hammocks surrounding it had been owned by the Dunn family for several generations. In any event the Dunn siblings created Horsepen Point, Inc. in 1979 to develop the residential subdivision. The siblings conveyed to Horsepen Point, Inc. the property that is the 33.23 acres shown on the attached plat recorded in Plat Book CC page 206 of the Chatham County real estate records. The 33.23 acres were developed into residential subdivision with 19 lots for single family homes. Title to the marsh and surrounding uplands (hammocks) remained in the name of the three siblings as their interest in the marsh and hammocks was not conveyed to Horsepen Point, Inc.

As you know my clients separately purchased three of the lots in the Horsepen Point development and each of my clients reside full time in Horsepen Point. After several years of discussion and letters of intent with the three siblings the attached sale and purchase agreement for the purchase by my clients and sale by the siblings of the marsh and hammocks or uplands behind my clients' houses was signed in October 2018. Exhibit A to that sales contract outlines in red the property to be purchased by my clients.

On January 16th of this year the closing took place whereby the marshes and uplands were conveyed to my three clients by the three siblings. Attached are the limited warranty deed for the uplands/hammocks and the surrounding marshes. This deed is recorded in Book 1826, page 133 of the Chatham County records. The deed references the survey which is recorded in Plat Book 52, pages 263-265, which is also attached.

In September of this year the Tybee Island City Council approved the amendment of the subdivision plat so that the uplands and marshes acquired by my clients would be brought into the subdivision and be adjoined to the lots/properties owned by my clients. Attached is the revised subdivision plat approved by City Council and recorded in Plat Book 52 Pages 570-572. As can be seen from this revised subdivision plat, the uplands and marshes were subdivided into three parcels and labelled Parcel 1, Parcel 2 and Parcel 3. Parcel 1 is shown as being combined with the property owned by Leo & Margaret Sheehan, Parcel 2 to be combined with Linda Alexander's property (Jim Alexander's spouse) and Parcel 3 to be combined with the property owned by Carl William Huffstetler and Caroline Huffstetler.

In order to accomplish Parcel 1 to be owned by Mr. & Mrs. Sheehan, Jim Alexander and Carl Huffstetler (aka Pete Huffstetler) signed the attached quitclaim deed whereby they quitclaimed to the Sheehans the interest they acquired in that portion of uplands and marsh from the three siblings. That quitclaim deed is attached and was recorded in Book 2113 Page 588. Likewise Leo Sheehan and Jim Alexander signed a similar quitclaim deed to Mr. & Mrs. Huffstetler for Parcel 3 and that deed is attached and was recorded in Book 2113 Page 640. Also, a quitclaim deed was filed conveying Linda Alexander's interest in the residence property to Jim Alexander (attached and recorded in Book 2113 page 564) and following that Mr. Huffstetler and Mr. Sheehan quitclaim their interest in uplands and marsh in Parcel 2 to Mr. Alexander. That quitclaim deed is also attached and is recorded in Book 2113 page 603.

So, as of this date as a result of the above described conveyances Leo & Margaret Sheehan's residential property consists of the original lot on which their house is built plus the upland and marshland know as Parcel 1; Jim Alexander's residential property consists of the original lot on which his house is located plus Parcel 2; and Carl and Caroline Huffstetler's residential property consists of his original lot plus parcel 3. The Sheehan's property abuts and adjoins Mr. Alexander's property along the southern edge of the Sheehan's property (northern edge of Alexander property) from Horsepen Point Drive all the way to Horsepen Creek and the Huffstetlers' residential property abuts and adjoins Mr. Alexander's residential property along the entirety of the southern edge of Parcel 2 and the northern edge of Parcel 3.

I hope that this provides to you the information you need. If there are any questions, please let me know.

Thank you for your attention to this matter.

Dana Braun



Dana F. Braun

Ellis, Painter, Ratterree & Adams LLP

2 East Bryan Street, 10th Floor • Post Office Box 9946 (31412)

Savannah, Georgia 31401

Phone: (912) 233-9700 • Fax: (912) 233-2281 • Direct: (912) 231-2732

dbraun@epra-law.com • Website: www.epra-law.com

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From: Noble, Josh <Josh.Noble@dnr.ga.gov>

Sent: Wednesday, October 21, 2020 6:10 PM

To: James Alexander <jimalexander23@gmail.com>

Cc: Dana F. Braun <dbraun@epra-law.com>; Leo Sheehan <leo@sheehancontracting.com>; Pete Huffstetler <huffstetler77@hotmail.com>; Alton Brown <abrown@rlandc.com>

Subject: Re: Subject: PGP0083, Shared-Family Dock Application

Mr. Alexander,

We look forward to receiving copies of the deeds and would appreciate more legible copies of the plats.

Sincerely,
Josh

Type: WD
Kind: WARRANTY DEED
Recorded: 1/16/2020 7:08:00 PM
Fee Amt: \$125.00 Page 1 of 2
Transfer Tax: \$100.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 1826 PG 133 - 134

After recording, please return to:
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412
(9700-27 QLM/HNW)

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Limited Warranty Deed

THIS INDENTURE, made on January ~~16th~~, 2020 between **Audrey Platt f/k/a Audrey D. Rhangos, Henry M. Dunn, Jr., and J. Laurence Dunn** (hereinafter called "**Grantors**"), and **James H. Alexander, Peter Huffstetler and Leo Sheehan** (hereinafter together called "**Grantees**"). Whenever used hereinafter, the terms "**Grantors**" and "**Grantees**" shall mean and include their respective legal representatives, transferees, successors, assigns, and heirs.

NOW, THEREFORE, the Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell and convey unto Grantee the following described property (hereinafter, the "**Land**"), to-wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF CHATHAM, AND BEING KNOWN AND SHOWN AS UPLAND "A", UPLAND "B", UPLAND "C", UPLAND "D", UPLAND "E" and , UPLAND "F" UPON A CERTAIN MAP OR PLAT RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN PLAT BOOK ~~52~~, FOLIO'S ~~263-265~~ SPECIFIC REFERENCE IS HEREBY MADE TO ABOVE MAP OR PLAT FOR BETTER DETERMINING THE METES, BOUNDS AND DIMENSIONS TOGETHER WITH ALL OF GRANTORS' INTERESTS, IF ANY, IN THE ADJOINING MARSHES, INCLUDING BUT NOT LIMITED TO ALL OF GRANTORS' RIPARIAN RIGHTS AND INTERESTS IN THE ADJOINING MARSH AND ALL RIGHTS FOR ACCESS THROUGH AND OVER THE MARSH TO HORSE PEN CREEK FOR THE PURPOSES OF CONSTRUCTING A WALKWAY OR WALKWAYS ACROSS THE MARSH AND A DOCK AND DOCK HOUSE ON HORSE PEN CREEK.

This being a portion of the property conveyed to Grantors by virtue of Indenture dated May 12, 1966, recorded in Deed Book 90-G, Page 335, in the records of the Clerk of the Superior Court of Chatham County, Georgia.

SUBJECT, HOWEVER, TO any easements, rights of way, reservations, declarations, covenants running with the land, ordinances, and other encumbrances, restrictions or matters of any nature whatsoever existing of record or in current law and applicable to these lands.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantees forever in fee simple. And the said Grantor will warrant and forever defend the right and title to the Land unto the Grantees against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this document under seal on and as of the date first above written as follows:

Signed, sealed and delivered
in the presence of:

Rebecca L. Thompson
Witness

Audrey Platt f/k/a Audrey D. Rhangos (L.S.)
Audrey Platt f/k/a Audrey D. Rhangos

Kristin A. Goodwin
Notary

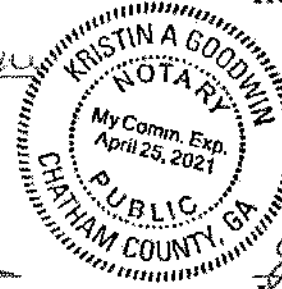


Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Henry M. Dunn, Jr. (L.S.)
Henry M. Dunn, Jr.

Kristin A. Goodwin
Notary



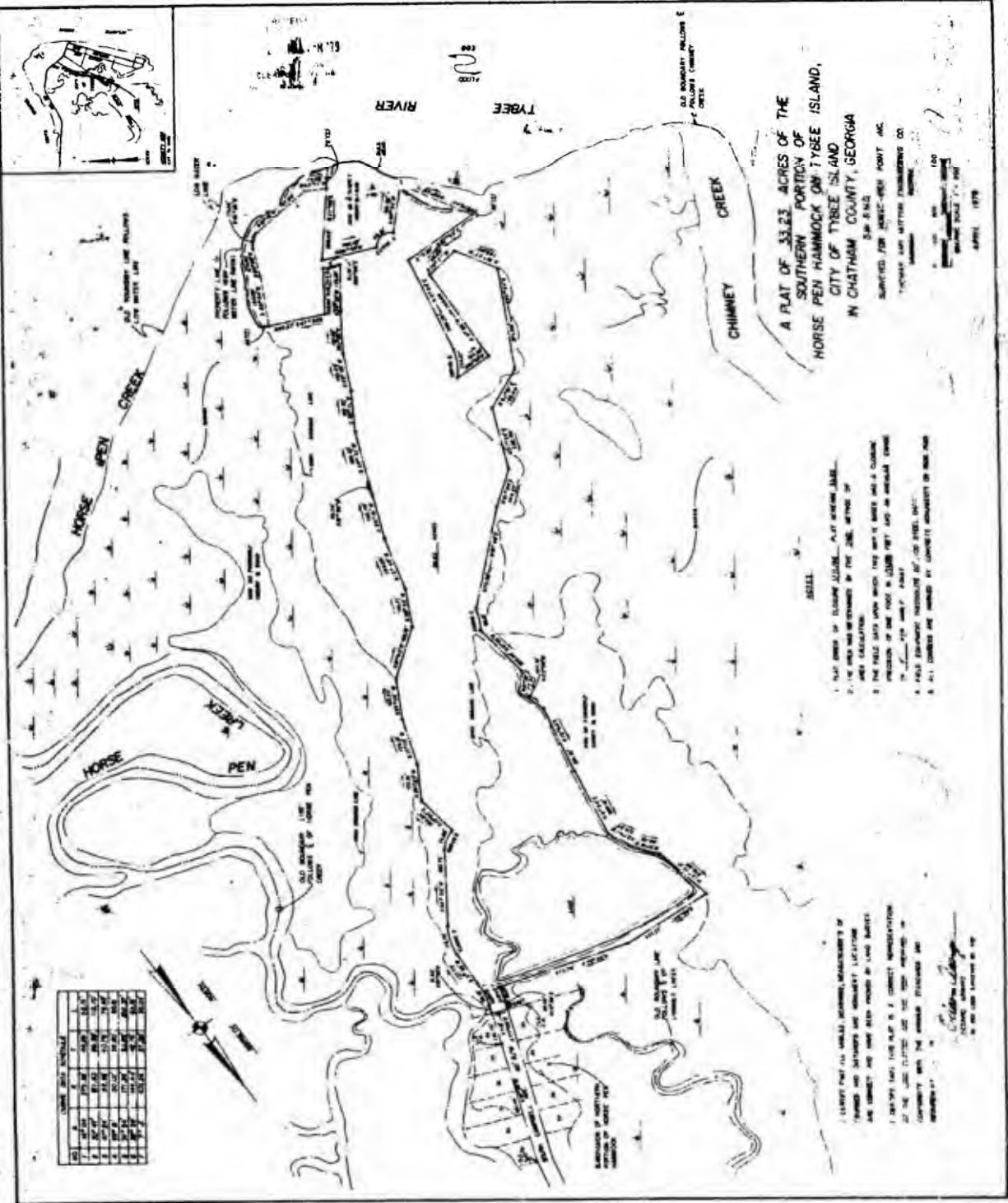
Signed, sealed and delivered
in the presence of:

Rebecca L. Thompson
Witness

J. Laurence Dunn (L.S.)
J. Laurence Dunn

Kristin A. Goodwin
Notary





CC-206

400

A PLAT OF 33.23 ACRES OF THE
SOUTHERN PORTION OF
HORSE PEN HAMMOCK ON TYBEE ISLAND,
CITY OF TYBEE ISLAND
IN CHATHAM COUNTY, GEORGIA

APRIL 1979

- SYMBOLS
- 1 ALL RIGHTS IN COMMON, UNDIVIDEDLY
 - 2 ADJACENT LANDS
 - 3 ADJACENT WATER
 - 4 ALL RIGHTS RESERVED BY THE STATE OF GEORGIA

- 1 ALL RIGHTS IN COMMON, UNDIVIDEDLY
- 2 ADJACENT LANDS
- 3 ADJACENT WATER
- 4 ALL RIGHTS RESERVED BY THE STATE OF GEORGIA

NO.	OWNER	ADDRESS	ACRES	REMARKS
1	J. M. HARRIS	1000 W. BAYVIEW	1.50	
2	W. H. HARRIS	1000 W. BAYVIEW	1.50	
3	J. M. HARRIS	1000 W. BAYVIEW	1.50	
4	W. H. HARRIS	1000 W. BAYVIEW	1.50	
5	J. M. HARRIS	1000 W. BAYVIEW	1.50	
6	W. H. HARRIS	1000 W. BAYVIEW	1.50	
7	J. M. HARRIS	1000 W. BAYVIEW	1.50	
8	W. H. HARRIS	1000 W. BAYVIEW	1.50	
9	J. M. HARRIS	1000 W. BAYVIEW	1.50	
10	W. H. HARRIS	1000 W. BAYVIEW	1.50	

Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:01:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 564 - 565

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 2020, by and between Linda C. Alexander (hereinafter called "Grantor") and James H. Alexander (hereinafter called "Grantee") (the words "Grantor" and "Grantee" shall include their respective successors and assigns.)

WITNESSETH that Grantor, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being known as Lot Six (6), Horsepen Point Subdivision, and being a portion of Horespen Hammock on Tybee Island, City of Tybee Island, Georgia, 5th G.M. District. Said subdivision recorded in Subdivision Map Book S, Page 54, and recorded in the Office of the Clerk of the Superior Court of Chatham County Georgia.

Subject, however, to certain restrictive covenants and easements of record.

AND

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 2 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said

Parcel 1 being labelled on said Plat containing 1.079 acres of Upland and 12.693 acres of Coastal Marshlands for a total area of 13.772 acres and to be combined with PIN 40012 03003. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Dana F. Bruce
Unofficial Witness

Linda C. Alexander by James H. Alexander, as AS AGENT
Agent under Power of Attorney dated August 14, 2020

Cindy B. Edwards
Notary Public
CINDY B. EDWARDS
NOTARY
EXPIRES
FEB. 13, 2021
WILKINSON COUNTY
GEORGIA

Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:11:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 603 - 604

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 2020, by and between Leo Sheehan and Peter Huffstetler (hereinafter called "Grantors") and James H. Alexander (hereinafter called "Grantee") (the words "Grantors" and "Grantee" shall include their respective successors and assigns.)

WITNESSETH that Grantors, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantors have or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 2 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said Parcel 1 being labelled on said Plat containing 1.079 acres of Upland and 12.693 acres of Coastal Marshlands for a total area of 13.772 acres and to be combined with PIN 40012 03003. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

Subject, however, to certain restrictive covenants and easements of record.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:14:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 640 - 641

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 2020, by and between James H. Alexander, Leo Sheehan and Peter Huffstetler (hereinafter called "Grantors") and Carl William Huffstetler, Jr. and Caroline J. Huffstetler, as joint tenants with the right of survivorship, and not as tenants in common (hereinafter called "Grantees") (the words "Grantors" and "Grantees" shall include their respective successors and assigns.)

WITNESSETH that Grantors, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantees all the right, title, interest, claim, or demand which the Grantors have or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 3 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said Parcel 1 being labelled on said Plat containing 0.943 acres of Upland and 7.738 acres of Coastal Marshlands for a total area of 8.681 acres and to be combined with PIN 40013 01010. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

Subject, however, to certain restrictive covenants and easements of record.

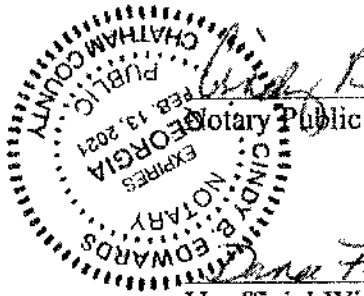
TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantees so that neither the Grantors nor their successors or assigns nor any other person or persons claiming under Grantors shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF the said Grantors hav signed and sealed this Deed the day and year above written.

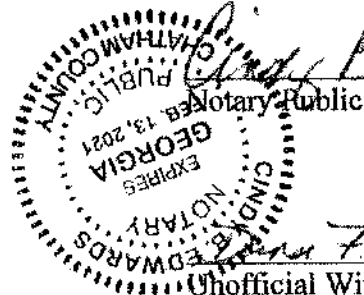
Dana F. Brew
Unofficial Witness

[Signature]
James H. Alexander



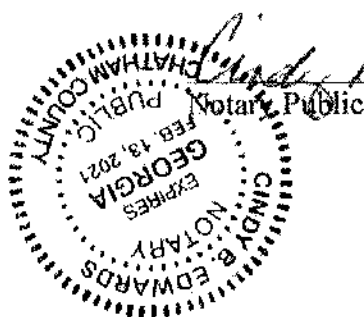
Dana F. Brew
Unofficial Witness

[Signature]
Leo Sheehan



Dana F. Brew
Unofficial Witness

[Signature]
Carl William Huffstetler, Jr. a/k/a Peter Huffstetler



[Signature]
Notary Public

Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 10/26/2020 3:06:00 PM
Fee Amt: \$25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 7388560739

BK 2113 PG 588 - 589

Record and Return to :
Dana F. Braun
Ellis, Painter, Ratterree & Adams LLP
P.O. Box 9946
Savannah, Georgia 31412

STATE OF GEORGIA
COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE, made this 26th day of October, 2020, by and between James H. Alexander, Peter Huffstetler and Leo Sheehan (hereinafter called "Grantors") and Leo K. Sheehan and Margaret B. Sheehan, as joint tenants with the right of survivorship, and not as tenants in common (hereinafter called "Grantees") (the words "Grantors" and "Grantees" shall include their respective successors and assigns.)

WITNESSETH that Grantors, for and in consideration for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantees all the right, title, interest, claim, or demand which the Grantors have or may have in and to the following described Property, to wit:

All that certain, tract or parcel of land situate, lying and being in, Chatham County, Georgia, being described as Parcel 1 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52 Pages 570 -572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said Parcel 1 being labelled on said Plat containing 0.081 acres of Upland and 22.768 acres of Coastal Marshlands for a total area of 22.849 acres and to be combined with PIN 40012 03002. The metes and bounds of Parcel 1 as shown on said Plat are hereby incorporated by reference.

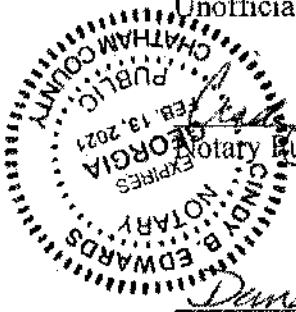
Subject, however, to certain restrictive covenants and easements of record.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said Property unto the said Grantees so that neither the Grantors nor their successors or assigns nor any other person or persons claiming under Grantors shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

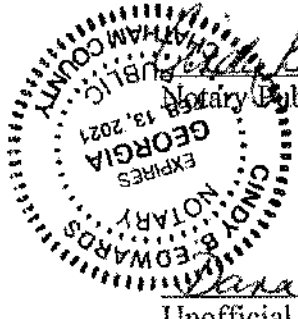
IN WITNESS WHEREOF the said Grantors hav signed and sealed this Deed the day and year above written.

Dana F. Braw Unofficial Witness James H. Alexander



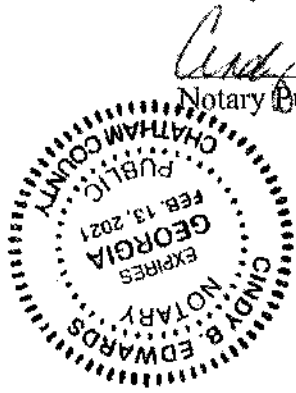
Cindy B. Edwards Notary Public
Dana F. Braw Unofficial Witness

Peter Huffstetler



Cindy B. Edwards Notary Public
Dana F. Braw Unofficial Witness

Leo Sheehan



Cindy B. Edwards Notary Public

**AGREEMENT FOR THE SALE
AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE (the "Agreement") is entered into and made effective as of the 5 day of ~~October~~ ^{July}, 2018, by and by Audrey Platt (a/k/a Audrey D. Rhangos), Henry M. Dunn, Jr. and J. Laurence Dunn ("Sellers") and James H. Alexander, Peter Huffstetler and Leo Sheehan ("Purchasers").

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE

1.1 Upon the terms and conditions hereinafter set forth, Sellers agree to sell and Purchasers agree to purchase all that tract or parcel of land described as follows: the hammock and other real property adjacent to the southeastern portion of the Horsepen Point Subdivision, City of Tybee Island, Georgia, 5th G.M. District (the "Property"). All of Sellers' rights of access to the Property from South Campbell Avenue; all of Sellers' easement rights appertaining to the Property; and all of Sellers' riparian rights and interest in the adjoining marsh. The Property is shown as the area outlined in red on Exhibit "A" hereto and shall include all rights for access through and over the marsh to Horse Pen Creek for the purposes of constructing a walkway across the marsh and a dock and dock house on Horse Pen Creek. This Agreement and description of the Property shall be amended as per Paragraph 4.2 below.

2. EARNEST MONEY

2.1 In addition to the consideration recited above, Purchasers shall pay to Ellis, Painter, Ratterree & Adams, LLP, P.C, as Escrow Agent, an earnest money deposit of \$2,500.00 (the "Earnest Money"), the receipt whereof is to be acknowledged by the signature of the Escrow Agent below, which Earnest Money shall not accrue interest and shall be applied as part of the purchase price at the closing of the sale. If this sale is not closed because of Sellers' failure, inability, or refusal to perform any of Sellers' covenants herein, the Earnest Money shall be refunded to Purchasers. IF Purchasers fail or refuse to perform any of Purchasers' covenants herein, the Earnest Money shall be paid to Sellers as liquidated damages pursuant to paragraph hereof. If any dispute should arise between Purchasers and Sellers as to the final disposition of the Earnest Money, or any part thereof, Escrow Agent may notify each party that he is unable to resolve such dispute and that he is interpleading the Earnest Money into a court of competent jurisdiction. Escrow Agent shall be reimbursed for and may deduct from any funds interpleaded his costs and expenses, including reasonable attorneys' fees. The prevailing party in the interpleader action shall be entitled to collection from the other party the costs and expenses reimbursed to Escrow Agent. No party shall seek damages from Escrow Agent (nor shall Escrow Agent be liable for the same) for any matter arising out of or related to the performance of Escrow Agent's duties under this Earnest Money paragraph.

3. **PURCHASE PRICE**

3.1 The purchase price for the Property to be paid by Purchasers to Sellers at the closing and consummation of the purchase and sale of the Property as contemplated herein ("Closing" and the date of such Closing, the "Closing Date") shall be **ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)** ("Purchase Price").

3.2 The Purchase Price shall be paid at Closing by the delivery to Sellers of a promissory note (the "Promissory Note") to Purchasers in the amount of \$127,500 due and payable eight months following closing contingent upon those matters set forth in Paragraph 4____ below.

4. **PRE-CLOSING OBLIGATIONS**

4.1 Within thirty (30) days of the full execution of this Agreement Sellers shall provide to Purchasers all documents necessary to establish Sellers' clean and unencumbered title to the Property, including but not limited to deeds, affidavits of title, correspondence and opinions from the State of Georgia regarding ownership of the Property and any other documents necessary to establish Sellers' "good and marketable fee simple title" to the Property. "Good and marketable fee simple title" shall be such title as is acceptable to a reasonable purchaser using the Georgia Bar Association "Title Standards," as currently published, as the criteria to marketability of the title required hereby, and is insurable by a title insurance company acceptable to Purchaser at standard rates and without exception other than the Permitted Exceptions as defined in Section 7.1 hereof. Purchasers shall have sixty (60) days from the full execution of this Agreement to examine the documents provided and make any objection or request for additional documentation to Sellers.

4.2 Upon receipt from Seller of the documentation establishing Sellers' good and marketable fee simple title to the Property and Purchasers receiving assurance that title to the Property is insurable, Purchasers will initiate a general survey of the Property and cause a recordable plat or survey (the "Survey") of the Property to be prepared by a registered surveyor or engineer and said plat or survey shall be attached to and incorporated into this Agreement by an amendment to this Agreement to accurately describe the Property. Said plat or survey shall be recorded prior or upon Closing. Horsepen Properties, LLC shall be designated on the Survey as one of the parties for whom the Survey was prepared and a copy of the Survey shall be provided to the Sellers upon receipt by Purchasers.

5. **CLOSING**

5.1 The Closing shall be held on or before thirty (30) days of the completion of the general survey and/or plat referenced in Paragraph 4.2 above. The exact time and place of Closing and the Closing Date shall be selected by Purchasers by notice to Sellers not less than seven (7) days prior to the Closing Date. If no such selection is timely made, the Closing shall be held at 10:00 a.m. on the last possible business date for closing under this Agreement at the

offices of Ellis, Painter, Ratterree & Adams, LLP, 2 East Bryan Street, Savannah, Georgia 31401, or at such other place as Purchasers and Sellers may agree upon in writing.

5.2 Purchaser shall pay all closing costs incident to the transaction contemplated herein; provided, however, that Seller shall pay Seller's attorney's fees.

5.3 At the Closing, all ad valorem property taxes and assessments of any kind on the Property for the year of the Closing shall be prorated between Purchaser and Seller as of midnight of the day prior to Closing.

5.4 At Closing, the Promissory Note shall be executed by Purchasers and the debt under the Promissory Note shall be secured by the Property and the execution by Purchasers of a deed to secure debt.

5.5 Purchasers are homeowners in the Horsepen Point Subdivision and their sole purpose in seeking to acquire the Property is for the construction of a dock and access to Horse Pen Creek and Sellers recognize that Purchasers have no interest in acquiring the Property but for the construction of a dock and access to Horse Pen Creek. Sellers Purchasers' likelihood of success on a dock permit application is much greater if the Property is titled in Purchasers' names and that is the purpose of the entire purchase price being paid at Closing in the form of a promissory note and for the Property being the sole recourse for payment of the debt in the event that the application for a dock permit is not approved. In that event Purchasers shall quitclaim the Property to Sellers and Sellers shall cancel the Promissory Note. Seller also acknowledges Purchasers claim that said application is facilitated along a faster approval schedule by this course.

6. CONVEYANCE OF TITLE

6.1 At the Closing, Sellers shall convey to Purchasers good and marketable fee simple title to the Property by Limited Warranty Deed. "Good and marketable fee simple title" shall be such title as is acceptable to a reasonable purchaser using the Georgia Bar Association "Title Standards," as currently published, as the criteria to marketability of the title required hereby, and is insurable by a title insurance company acceptable to Purchaser at standard rates and without exception other than the Permitted Exceptions as defined in Section 7 hereof.

6.2 At the Closing Seller shall execute and deliver such other documents as Purchaser may reasonably require to effect or complete the transaction contemplated by this Agreement and to obtain an owner's policy of title insurance. Seller agrees to provide Purchaser within **five (5) days** from the date of this Agreement legible copies of any and all surveys, plans, engineering reports, title reports, title insurance policies, environmental assessments and other similar documents which Seller may have concerning the Property.

7. TITLE EXAMINATION

7.1 In addition to the documents provided as per Section 4.1 Sellers shall provide Purchasers with copies of all known title exceptions for the Property (the "Preliminary Title Exceptions") and any existing title policies within **thirty (30) days** after acceptance of this Agreement. Purchasers shall have **sixty (60) days** the full execution of this Agreement (the "Title Search Period") in which to review the Preliminary Title Exceptions and search title to the Property and in which to furnish Sellers with a written statement of any title objections disclosed by such search or by the Survey (if the Survey is then available) affecting Sellers' ability to convey "good and marketable fee simple title," as defined above. Any of the Preliminary Title Exceptions not objected to by Purchasers by the expiration of the Title Search Period shall thereafter be designated as the "Permitted Title Exceptions," except to the extent said a title objection is disclosed by the Survey. In the event a title objection is disclosed by the Survey, Purchasers shall notify Sellers of such objection within seven (7) days of receipt of the Survey. Thereafter, Purchasers may re-examine title to the Property and may have the Survey updated at any time and from time to time up to and through the Closing Date and may give Sellers written notice of any title objections disclosed thereby other than the Permitted Title Exceptions. Sellers shall have until the Closing Date to satisfy all title objections, and if Sellers fail to so satisfy such objections, then, at the option of Purchaser, evidenced by written notice to Sellers, Purchasers may elect (i) to terminate this Agreement and receive the return of all Earnest Money, or (ii) to close, in which event Purchasers shall receive the deed required herein from Seller without reduction of the Purchase Price, except that liens affecting the Property which are dischargeable by the payment of money shall be paid by Sellers at Closing.

8. POST CLOSING OBLIGATIONS

8.1 Upon Closing Purchasers shall initiate a specific survey of the Property. The purpose of the "specific" survey is to determine the metes and bound for the purposes of the subdivision of the Property into three separate lots, i.e. one lot for each Purchaser, and to be used in an application to the City of Tybee Island for approval of a lot recombination and/or subdivision as required by the City of Tybee Island. Said specific survey shall be completed as promptly as is reasonable.

8.2 Within twenty (20) days of the completion of the specific survey or as soon thereafter as is reasonably practicable, Purchasers will submit to the City of Tybee an application for approval of a lot recombination and/or subdivision as required by the City of Tybee Island.

8.3 Upon approval of the lot recombination and/or subdivision by the City of Tybee Island, Purchasers shall promptly prepare and submit an application for a dock permit to the Georgia Department of Natural Resources and/or United States Army Corps of Engineers.

8.4 Sellers shall extend the due date of the Promissory Note by one hundred twenty (120) days upon request of Purchasers due to delays in the application processes to the City of Tybee, the Georgia Department of Natural Resources, the Corps of Engineers or any other governmental agency approval that may be needed for the construction of a dock and access to the Property. It is not the intent of the 120 day time extension limit to deny the completion of a good faith application process. Should unanticipated delays on the part of the regulatory

agencies involved require additional time, the Sellers shall reasonably cooperate with Purchasers to further extend the due date of the Promissory Note. Such an additional extension mandates that Sellers be included in correspondence from the Purchasers to said agencies dealing with timely response periods. The sole remedy for nonpayment upon demand, whether said demand results from Purchasers having not timely pursued the application process results from payment having not been made on the due date or extended due date shall be foreclosure on the Property or execution of a deed in lieu of foreclosure by Purchasers. Sellers shall not foreclose on the Property prior to requesting a deed in lieu of foreclosure and if Purchasers do not deliver a deed in lieu of foreclosure, Purchasers shall be liable to Sellers for all costs of foreclosure, including attorney's fees.

Purchasers are in the process of retaining the necessary engineers/surveyors for the purposes of conducting and preparing the Survey, the specific survey, the petition to the City of Tybee Island for lot recombination and/or subdivision approval and the application(s) for a dock permit. Purchasers shall instruct and direct said engineers/surveyors to proceed with its work as rapidly as possible and will keep Sellers fully informed as to the actions being taken.

9. NOTICES

9.1 All notices, demands, and deliveries of surveys and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, to the addresses set out below or at such other address as specified by written notice and delivered in accordance herewith:

SELLERS:

William Rhangos
64 McDowell Circle
NORDEEVILLE, SC 29927

with a copy to:

PURCHASERS:

James H. Alexander
12 HORSESHOE POINT
TYBEE IS. GA 31328

Peter Huffstetler
18 HORSESHOE POINT
TYBEE IS. GA 31328

And

Leo Sheehan

10 HORSE POINT
TYBEE IS GA 31328

with a copy to: Dana F. Braun
P.O. Box 9946
Savannah, GA 31412

ESCROW AGENT: Ellis, Painter, Ratterree & Adams, LLP
2 East Bryan Street
Savannah, Georgia 31401
Attn: Dana F. Braun

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, shall be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery. By giving at least five (5) days prior written notice thereof to all other parties hereto, a party hereto may from time to time and at any time change its mailing address hereunder.

10. **CASUALTY, CONDEMNATION AND HAZARDOUS WASTE**

10.1 **Risk of Loss.** Until the Closing, all risk of loss of, or damage to, or destruction of, the Property (whether by flood, tornado, or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Sellers.

10.2 **Casualty and Condemnation.** If prior to the Closing any portion of the Property is (i) damaged or destroyed by flood or other casualty, or (ii) subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, Purchaser shall have the right, by giving Sellers notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, and the parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and all amounts paid by Purchasers as Earnest Money shall be returned to Purchasers; or (ii) close the sale contemplated herein. If Purchasers elect not to terminate, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property damaged, or destroyed by casualty, or taken by eminent domain, condemnation, or under threat of being so taken, shall be effected without reduction in the Purchase Price, and Sellers shall, at the Closing, assign, transfer and set over unto Purchasers all

of Sellers' right, title and interest in and to any awards paid or payable for such taking.

10.3 Hazardous Waste. If prior to the Closing Sellers shall receive notice or learn of any contemplated or threatened action or investigation regarding any of the matters set forth in Sections 11.2(d), (e) or (f) hereof or in the event that either Sellers or Purchasers shall become aware of any past or present matters which may cause any of the representations or warranties set forth in Sections 11.2(d), (e) or (f) hereof to be or become false, inaccurate or misleading (whether or not Sellers had knowledge thereof), Purchasers shall have the right, by giving the Sellers notice within ten (10) days after receipt of notice from Sellers detailing such contemplated or threatened action or investigation or such past or present matter (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and all amounts paid by Purchasers as Earnest Money shall be returned to Purchaser; or (ii) close the sale contemplated herein. If Purchasers elect not to terminate, this Agreement shall remain in full force and effect.

10.4 Notice of Condemnation, Casualty or Hazardous Waste. Sellers shall notify Purchasers in writing immediately upon Seller's receiving notice or learning of (a) the occurrence or existence of any damage, destruction, condemnation, or threat of condemnation affecting the Property, (b) any contemplated or threatened action or investigation concerning matters set forth in Section 11.2(d), (e) or (f) hereof; or (c) any past or present matters which may cause any of the representations or warranties set forth in Section 11.2(d), (e) or (f) hereof to be or become false, inaccurate or misleading (whether or not Seller had knowledge thereof), and, at the same time, shall provide Purchaser with such information with respect thereof as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) in Section 10.2 and Section 10.3 above. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have at least ten (10) days after it receives such information from Seller within which to elect between such alternatives (with the Closing Date to be postponed, if necessary, to give Purchaser the benefit of the full ten (10) day period).

11. SELLERS' AGREEMENTS

11.1 From and after the date of this Agreement to the date and time of Closing, Seller shall not, without the prior written consent of Purchaser, convey any portion of the Property or any rights therein, nor enter into any conveyance, lease, security document, easement or other agreement or amendment to agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option thereto, and any such conveyance or other agreement entered into in violation of this shall be null and void and of no force or effect.

11.2 Sellers warrant, represent and agree that:

(a) Sellers are the owner of good and marketable fee simple title to the

Property as of the date of this Agreement, subject only to the Preliminary Title Exceptions.

(b) Those persons executing this Agreement on behalf of Sellers are authorized to do so, and those persons also have the requisite power and authority to approve the consummation of the transaction contemplated by this Agreement.

(c) Sellers have received no notice of, nor are Sellers aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any of the Property being taken by condemnation or conveyed in lieu thereof.

(d) To the best of Sellers' knowledge, (a) no areas exist on the Property where hazardous substances or waste have been generated, disposed of, released or found, and Seller has no knowledge and has received no notice of the existence of any such areas for the generation, storage or disposal of any hazardous substances or waste on the Property. For purposes of this Agreement, the term "hazardous substances or waste" shall mean petroleum, including crude oil or any fraction thereof, flammable explosives, radioactive materials, asbestos, any material containing polychlorinated biphenyls, and any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. § 1802, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, and in the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 *et seq.*, or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or waste (the "Environmental Laws"); (b) neither Seller nor any person has violated any of the applicable Environmental Laws relating to or affecting the Property; (c) the Property is presently in compliance with all Environmental Laws, and there are no facts or circumstances presently existing upon or under the Property, or relating to the representations and warranties, which violate any of the applicable Environmental Laws, and there is not now pending or threatened any action, suit, investigation or proceeding against Seller or the Property (or against any other party relating to the Property); and (d) there are no licenses, permits and/or other governmental or regulatory approvals necessary for the Property in its present use to comply with Environmental Laws.

(e) To the best of Sellers' knowledge, no municipality or any governmental or 'quasi-governmental authority is investigating or has determined that there are any violations of pollution, environmental or other statutes, ordinances or regulations affecting the Property, and the Sellers have no knowledge and has received no notice of any such violations.

(f) To the best of Sellers' knowledge, the Property has not been previously used as a landfill or as a dump for garbage or refuse (other than as visible on the Property).

(g) No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes), whether or not they have become liens; and Sellers shall notify Purchaser upon learning of any such assessments.

Seller shall affirm these warranties, representations and agreements at (and as of the date of) Closing, and they shall survive the Closing hereof.

12. **PURCHASERS' AGREEMENTS**

12.1 Purchasers shall use their best efforts in good faith to obtain the necessary regulatory approvals for Purchasers' proposed project on the Property from the agencies with jurisdiction.

13. **DEFAULT**

13.1 **Purchasers' Default.** In the event of default by Purchasers in the terms of this Agreement and Purchasers failure to Close, as Seller's sole and exclusive remedy, the Earnest Money shall be paid to Sellers as full liquidated damages for such failure to close. It is hereby agreed that Sellers' damages in the event of a default by Purchaser hereunder are uncertain and impossible to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. § 13-6-7, the parties acknowledging the difficulty of ascertaining Sellers' damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities under this Agreement, except for the provisions which are made to survive the termination of this Agreement.

17.2 **Sellers' Default.** In the event the transaction contemplated hereby is not closed because of Sellers' default, then the Earnest Money shall be refunded promptly to Purchaser and Purchaser shall have all rights and remedies available at law or in equity for Seller's breach, including, but not limited to, the right to seek specific performance of this Agreement.

14. **POSSESSION**

14.1 Seller shall deliver actual possession of the Property to Purchasers at Closing.

15. **MISCELLANEOUS**

15.1 This Agreement shall be construed and interpreted under the laws of the State of Georgia.

15.2 No failure of Purchasers or Seller to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any condition or right of termination or rescission granted by this Agreement to either Purchasers or Sellers may be waived in writing by the party for whose benefit such condition or right was granted.

15.3 Time is of the essence in complying with the terms, conditions and agreements of

this Agreement.

15.4 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between parties and not expressly stated herein, shall be of any force or effect.

15.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

15.6 Any amendment to this Agreement shall not be binding upon Purchasers and Sellers unless such amendment is in writing duly executed by both Purchasers and Sellers. Escrow Agent need not be a party to amendments to this Agreement, provided such amendments do not materially affect or impair their rights or duties hereunder.

15.7 For purposes of computing time periods as stated and provided herein, the effective date of this Agreement shall be the date evidenced in the preamble hereinabove; provided, however, that if the execution date of either Sellers and/or Purchasers as evidenced on the signature page(s) of this Agreement is a later date or if no date is evidenced in the preamble, then the later execution date so entered by Sellers or Purchasers, respectively, shall be the effective date of this Agreement.

16. **ESCROW AGENT**

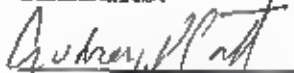
16.1 Escrow Agent has executed this Agreement for the purpose of acknowledging receipt of the Earnest Money and agreeing to hold and disburse the Earnest Money pursuant to the terms of the Agreement.


16.2 In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust, and it shall accordingly not incur any such liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel, (ii) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement, or (iii) to the failure of the financial institution with which the Earnest Money is deposited. The Escrow Agent is hereby specifically authorized to refuse to act except upon the written consent of Seller and Purchaser. Seller and Purchaser hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof. In the event of a dispute between Seller and Purchaser sufficient in the discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this

Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as the Escrow Agent shall determine to have jurisdiction thereof. Seller and Purchaser shall bear all costs and expenses of any such legal proceedings.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

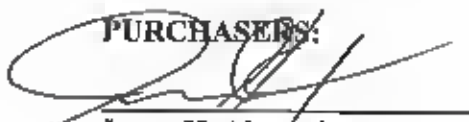
SELLERS:


Audrey Platt
Date:



Henry M. Dunn, Jr.
Date:


J. Laurence Dunn
Date:

PURCHASERS:


James H. Alexander
Date: 11/5/18


Peter Huffstetler
Date: 11/5/18


Leo Sheehan
Date: 11/6/18

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

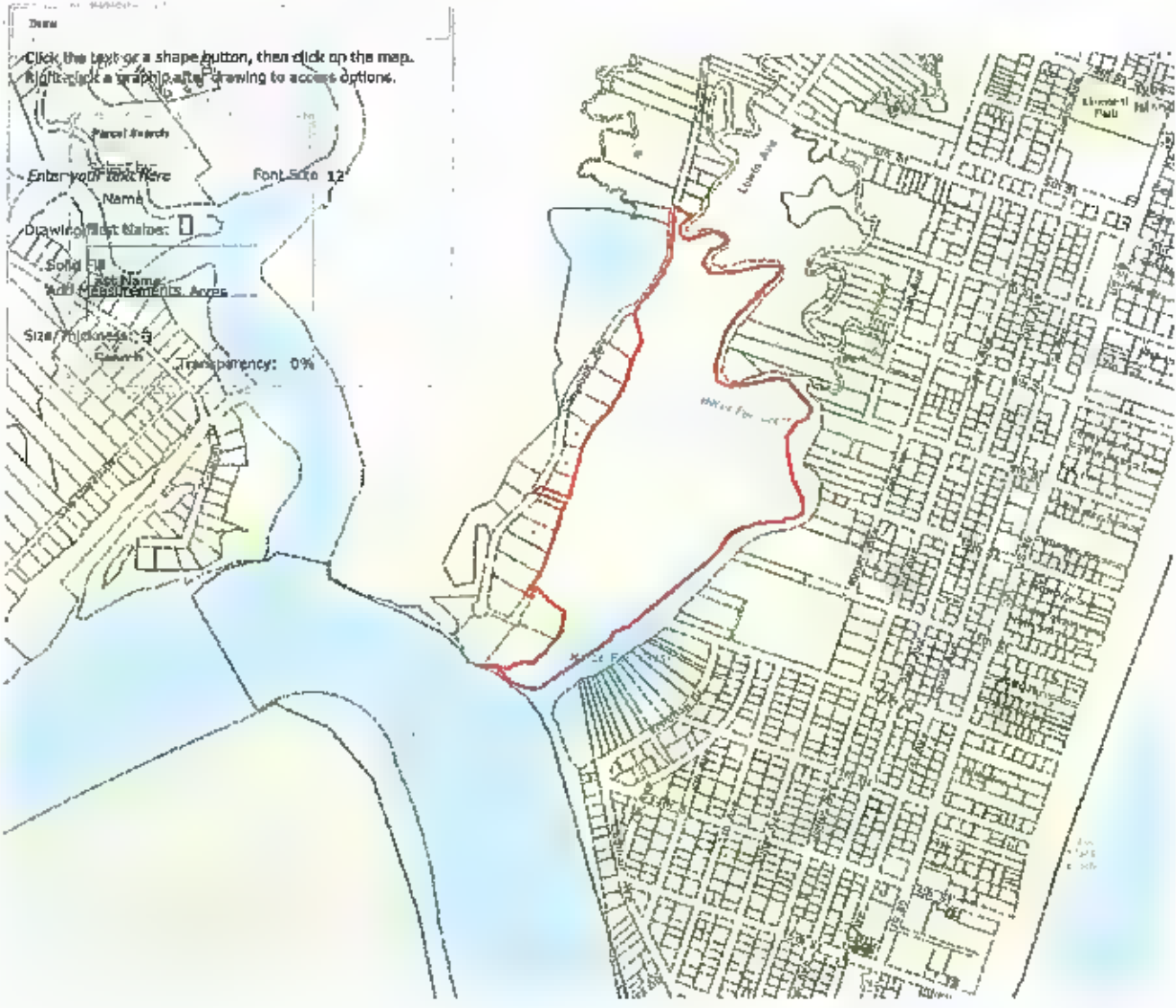
The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Earnest Money provided for therein, and agrees to hold and make payment of such Earnest Money in accordance with the provisions of the above and foregoing Agreement, this 7th day of October, 2018.

November
ESCROW AGENT:

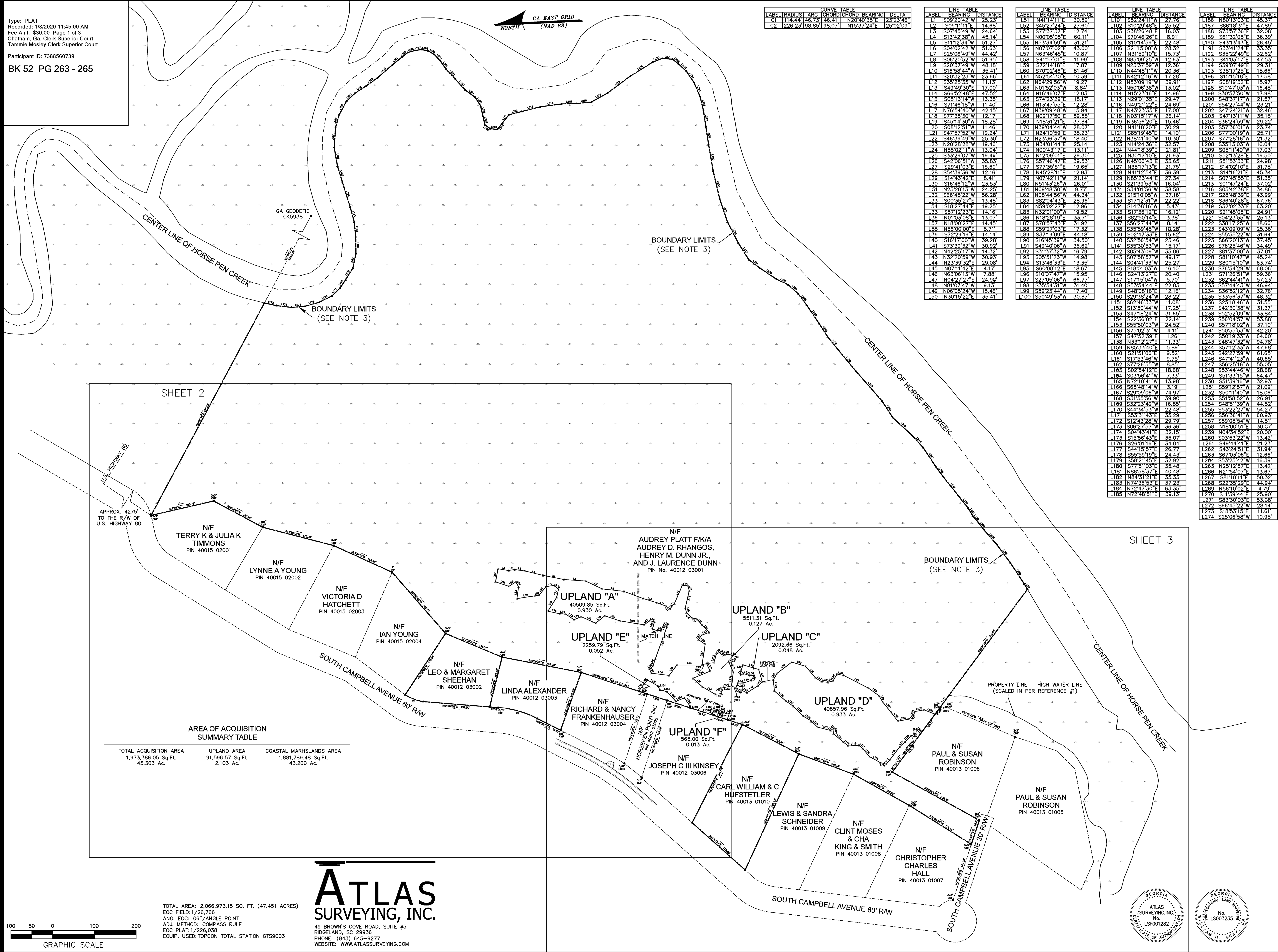
Ellis, Painter, Ratterree & Adams, LLP

By: 
Dana F. Braun

Exhibit "A"



Type: PLAT
 Recorded: 1/8/2020 11:45:00 AM
 Fee Amt: \$30.00 Page 1 of 3
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court
 Participant ID: 7388560739
 BK 52 PG 263 - 265



CURVE TABLE

BEARING	ARC	CHORD	CHORD BEARING	DELTA
C1	114.44	46.73	46.41	N20°40'35"E 23'23.46"
C2	226.23	98.85	98.07	N15°37'24"E 25'02.09"

LINE TABLE

LABEL	BEARING	DISTANCE
L1	S09°20'42"W	25.23
L2	S08°11'11"E	14.68
L3	S07°45'49"W	24.64
L4	S11°42'38"W	45.14
L5	S11°23'44"W	51.27
L6	S04°02'42"W	51.63
L7	S23°08'46"E	44.42
L8	S06°20'52"W	51.95
L9	S20°37'49"W	48.18
L10	S16°58'44"W	35.41
L11	S20°32'23"W	23.68
L12	S33°25'59"W	11.13
L13	S49°49'50"E	17.00
L14	S66°55'43"E	47.52
L15	S08°13'14"W	13.99
L16	S71°46'18"W	11.40
L17	N76°54'40"W	42.15
L18	S72°33'30"W	12.17
L19	S45°14'30"W	18.28
L20	S08°17'51"W	11.46
L21	S4°57'52"W	19.24
L22	S46°39'49"W	25.30
L23	N20°28'28"W	19.46
L24	N55°02'11"W	13.04
L25	S13°29'07"W	19.44
L26	S42°08'47"W	35.83
L27	S29°41'03"E	15.69
L28	S54°39'56"W	12.16
L29	S14°43'42"E	8.41
L30	S18°46'12"W	23.53
L31	N25°28'13"W	24.25
L32	S66°45'22"W	56.28
L33	S00°39'27"W	13.49
L34	S18°27'44"E	19.25
L35	S57°12'23"E	14.16
L36	N01°03'08"E	13.07
L37	N18°00'27"E	14.45
L38	N56°00'00"E	8.71
L39	S72°29'19"E	44.14
L40	S16°11'00"W	31.02
L41	S73°39'32"W	30.92
L42	N42°25'17"W	14.32
L43	N32°20'53"W	30.33
L44	N23°59'32"E	29.08
L45	N07°11'42"E	4.17
L46	N63°06'13"W	7.88
L47	N04°22'22"E	24.98
L48	N81°07'47"W	9.13
L49	N06°05'24"W	15.46
L50	N30°15'22"E	35.41

LINE TABLE

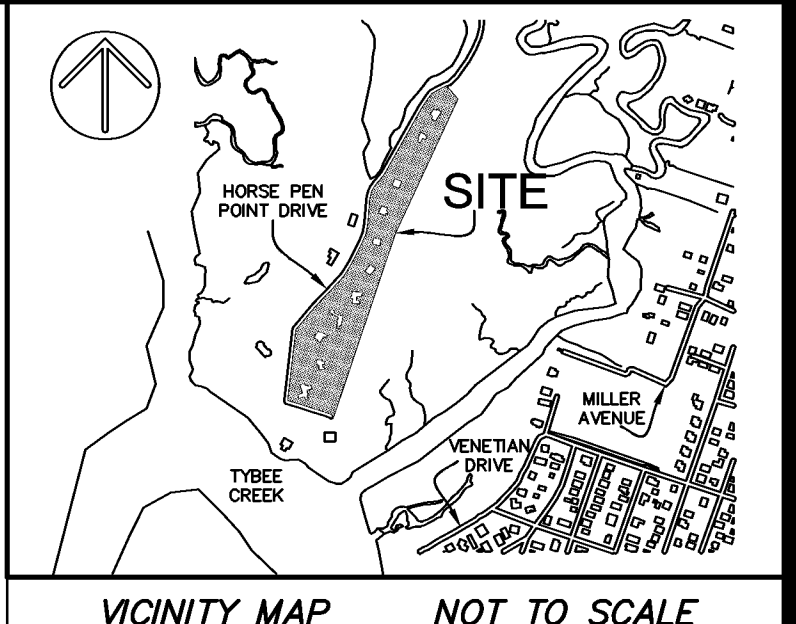
LABEL	BEARING	DISTANCE
L51	N41°14'11"E	30.59
L52	S45°27'24"E	27.60
L53	S77°37'37"E	12.74
L54	N00°05'00"E	60.00
L55	N53°34'59"W	31.21
L56	N07°07'02"E	43.00
L57	N63°46'45"E	10.87
L58	S41°57'01"E	11.99
L59	S72°14'18"E	17.87
L60	S70°02'46"E	81.46
L61	N22°43'07"E	10.39
L62	N64°29'56"W	19.27
L63	N01°52'03"W	8.84
L64	N16°46'07"E	12.03
L65	S74°23'92"E	18.17
L66	N13°47'55"E	12.28
L67	N39°09'48"W	15.94
L68	N09°17'50"E	99.99
L69	N18°31'21"E	37.84
L70	N39°04'44"W	28.07
L71	N24°10'59"E	38.23
L72	N33°56'37"W	18.40
L73	N34°01'44"E	25.14
L74	N00°43'17"E	13.11
L75	N12°09'01"E	29.30
L76	S57°46'47"E	39.53
L77	S77°35'51"E	19.65
L78	N45°28'11"E	12.93
L79	N07°42'11"W	21.14
L80	N51°43'26"W	26.01
L81	N09°48'30"W	9.77
L82	N06°44'56"W	44.34
L83	S82°04'43"E	28.96
L84	N59°02'27"E	12.96
L85	N32°01'00"W	19.52
L86	N16°78'19"E	33.71
L87	S78°57'43"E	31.92
L88	S59°27'03"E	17.32
L89	S37°19'09"E	44.18
L90	S16°49'39"W	34.50
L91	S49°40'06"W	36.62
L92	S31°37'32"W	16.79
L93	S05°51'23"W	14.98
L94	S13°46'33"E	13.35
L95	S60°08'12"E	18.67
L96	S10°07'47"W	15.95
L97	N27°03'08"W	66.77
L98	S35°54'44"E	22.03
L99	S59°23'44"W	17.40
L100	S50°49'53"W	30.87

LINE TABLE

LABEL	BEARING	DISTANCE
L101	S52°24'11"W	27.76
L102	S10°29'48"E	25.52
L103	S38°26'48"E	16.03
L104	S53°22'49"E	15.73
L105	S10°14'53"E	22.48
L106	S21°15'00"W	28.32
L107	N33°19'10"E	15.73
L108	N85°09'22"W	15.53
L109	N23°37'59"W	12.36
L110	N44°48'11"W	20.36
L111	N42°12'19"E	17.28
L112	N53°09'19"W	39.27
L113	N50°06'38"W	13.02
L114	N15°23'16"E	14.96
L115	N29°13'59"E	28.47
L116	N49°21'22"E	24.69
L117	N43°23'35"E	17.00
L118	N03°15'17"W	26.14
L119	N36°56'20"E	15.46
L120	N41°18'20"W	30.29
L121	S85°10'45"E	14.10
L122	N38°14'40"W	10.30
L123	N14°24'36"E	32.57
L124	N44°18'39"E	21.81
L125	N30°17'10"E	21.93
L126	N45°06'43"E	33.85
L127	N35°17'13"E	21.75
L128	N41°12'54"E	36.39
L129	N85°34'44"E	51.36
L130	S21°59'53"W	16.04
L131	S34°01'56"W	38.58
L132	S15°10'05"W	43.99
L133	S17°10'31"W	22.24
L134	S14°38'16"W	5.43
L135	S17°36'12"E	16.12
L136	S25°50'18"W	3.38
L137	S56°27'44"W	8.14
L138	S35°59'45"W	15.17
L139	S02°47'33"E	15.62
L140	S26°20'13"W	37.45
L141	S35°30'53"W	15.17
L142	S05°43'09"W	35.06
L143	S07°58'59"W	49.17
L144	S04°41'33"W	25.27
L145	S18°01'03"W	16.10
L146	S24°13'27"E	20.40
L147	S74°18'24"W	31.65
L148	S53°54'44"E	5.70
L149	S48°08'16"E	12.16
L150	S25°58'41"W	28.62
L151	S62°46'53"W	11.08
L152	S13°50'44"W	11.25
L153	S47°18'24"W	31.65
L154	S22°48'02"E	22.14
L155	S55°50'03"W	24.52
L156	S75°02'31"W	4.11
L157	S47°52'59"E	1.26
L158	N36°13'22"E	11.43
L159	N85°33'40"E	5.89
L160	S21°10'06"E	9.52
L161	S17°53'46"W	9.29
L162	S77°26'55"W	8.85
L163	S02°54'12"E	18.68
L164	S03°56'41"W	7.33
L165	N72°10'41"W	13.98
L166	S65°48'14"W	3.19
L167	S29°09'06"W	74.97
L168	S31°55'59"W	39.90
L169	S32°23'49"W	16.85
L170	S44°34'53"W	22.48
L171	S53°31'43"E	35.29
L172	S74°39'38"W	29.79
L173	S06°27'57"W	36.36
L174	S04°43'41"E	32.15
L175	S15°56'43"E	35.07
L176	S48°18'16"E	34.04
L177	S44°15'57"E	26.77
L178	S85°59'19"E	24.43
L179	S89°17'44"E	32.92
L180	S77°51'03"E	35.48
L181	N88°58'37"E	40.48
L182	N84°31'21"E	35.33
L183	N74°56'33"E	37.22
L184	N72°47'30"E	63.35
L185	N72°48'51"E	39.13

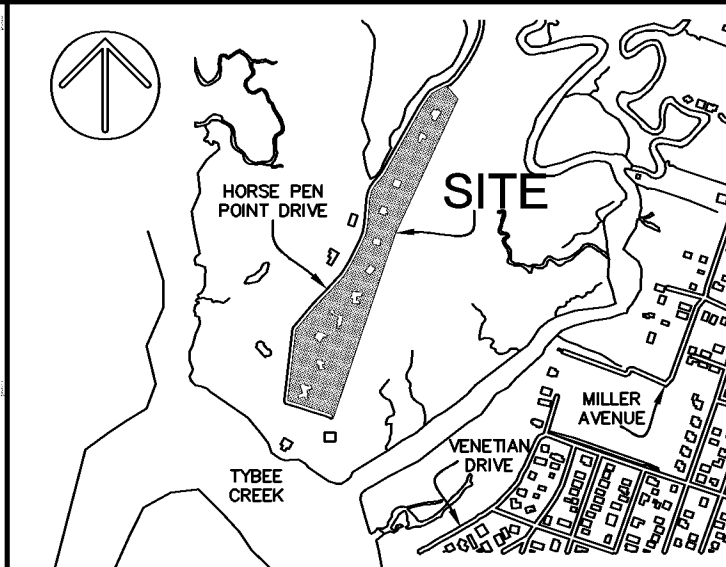
LINE TABLE

LABEL	BEARING	DISTANCE
L186	N80°13'03"E	45.37
L187	S86°18'31"E	47.89
L188	S73°57'36"E	32.08
L189	S61°05'45"E	36.39
L190	S43°13'43"E	26.45
L191	S33°41'24"E	33.35
L192	S35°22'49"E	32.62
L193	S41°03'17"E	47.53
L194	S30°07'49"E	29.31
L195	S38°17'25"E	18.66
L196	S15°15'18"E	17.58
L197	S08°19'32"E	15.97
L198	S10°47'03"W	16.48
L199	S36°57'50"W	17.98
L200	S48°37'17"W	31.27
L201	S42°27'44"W	23.21
L202	S47°24'21"W	32.46
L203	S47°13'11"W	35.18
L204	S36°24'59"W	29.22
L205	S57°36'01"W	23.74
L206	S77°00'19"W	25.71
L207	S77°28'16"W	21.32
L208	S35°13'03"W	16.04
L209	S05°11'40"W	17.03
L210	S33°12'28"E	17.98
L211	S21°53'53"E	24.98
L212	S14°02'10"E	31.78
L213	S14°16'21"E	45.34
L214	S07°45'55"E	51.36
L215	S01°47'24"E	37.02
L216	S05°42'38"E	34.88
L217	S28°48'39"E	43.99
L218	S36°40'28"E	61.76
L219	S32°02'33"E	63.20
L220	S21°48'05"E	24.91
L221	S04°23'55"W	25.13
L222	S38°17'25"W	18.66
L223	S43°09'09"W	25.36
L224	S55°55'55"W	31.66
L225	S35°58'57"W	46.32
L226	S76°26'46"W	34.49
L227	S81°37'00"W	37.01
L228	S81°01'47"W	45.24
L229	S80°15'10"W	63.74
L230	S76°54'29"W	68.06
L231	S71°26'51"W	59.36
L232	S58°17'44"W	57.23
L233	S57°44'43"W	46.94
L234	S36°52'12"W	32.76
L235	S33°58'57"W	46.32
L236	S25°18'46"W	11.56
L237	S42°30'38"W	31.37
L238	S52°52'09"W	33.84
L239	S66°04'57"W	31.88
L240	S57°18'02"W	37.10
L241	S05°55'53"W	42.20
L242	S50°19'33"W	64.60
L243	S48°47'39"W	94.28
L244	S57°12'33"W	47.68
L245	S42°27'59"W	61.65
L246	S47°41'23"W	40.65
L247	S56°25'16"W	55.05
L248	S53°44'46"W	28.68
L249	S51°33'15"W	64.47
L250	S51°39'16"W	32.93
L251	S59°12'57"W	21.09
L252	S50°11'40"W	18.66
L253	S51°58'52"W	26.91
L254	S48°51'39"W	44.52
L255	S53°22'27"W	54.27
L256	S56°36'41"W	60.93
L257	S50°08'54"W	14.81
L258	N18°00'51"E	30.27
L259	N04°34'52"E	20.00
L260	S03°53'22"W	13.47
L261	S49°44'41"E	21.23
L262	S43°24'51"E	31.94
L263	S67°03'06"E	12.66
L264	S35°25'42"W	16.39
L265	N25°12'57"E	13.42
L266	N21°54'07"E	13.67
L267	S81°18'11"E	50.32
L268	S53°30'03"E	53.08
L269	N56°10'02"E	4.79
L270	S11°39'44"E	26.90
L271	S83°30'03"E	53.08
L272	S66°45'22"W	28.14
L273	S18°53'15"E	11.61
L274	S25°06'58"W	10.95



LEGEND

- ▲ CALC POINT - CORNER NOT SET / OCRM
- CMF ■ CONC. MONUMENT FOUND
- CMFD ■ CONC. MONUMENT FOUND DISTURBED
- IPF ● IR



VICINITY MAP NOT TO SCALE

- LEGEND
- ▲ CALC POINT - CORNER NOT SET / OCRM
 - CMF CONC. MONUMENT FOUND
 - CMFD CONC. MONUMENT FOUND DISTURBED
 - IPF IRON PIPE FOUND
 - RBF IRON REBAR FOUND
 - Rbfd IRON REBAR FOUND DISTURBED
 - MARSHGRASS
 - WETLAND FLAG
 - ▨ EDGE OF PAVEMENT
 - ▨ CONCRETE

- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE AE ELEVATION 10', FIRM PANEL 0213-G COMMUNITY 135164.
 2. HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 3. HORSE PEN CREEK WAS SCALED IN PER GIS.
 4. LINE AND CURVE TABLES ARE ON SHEET 1.

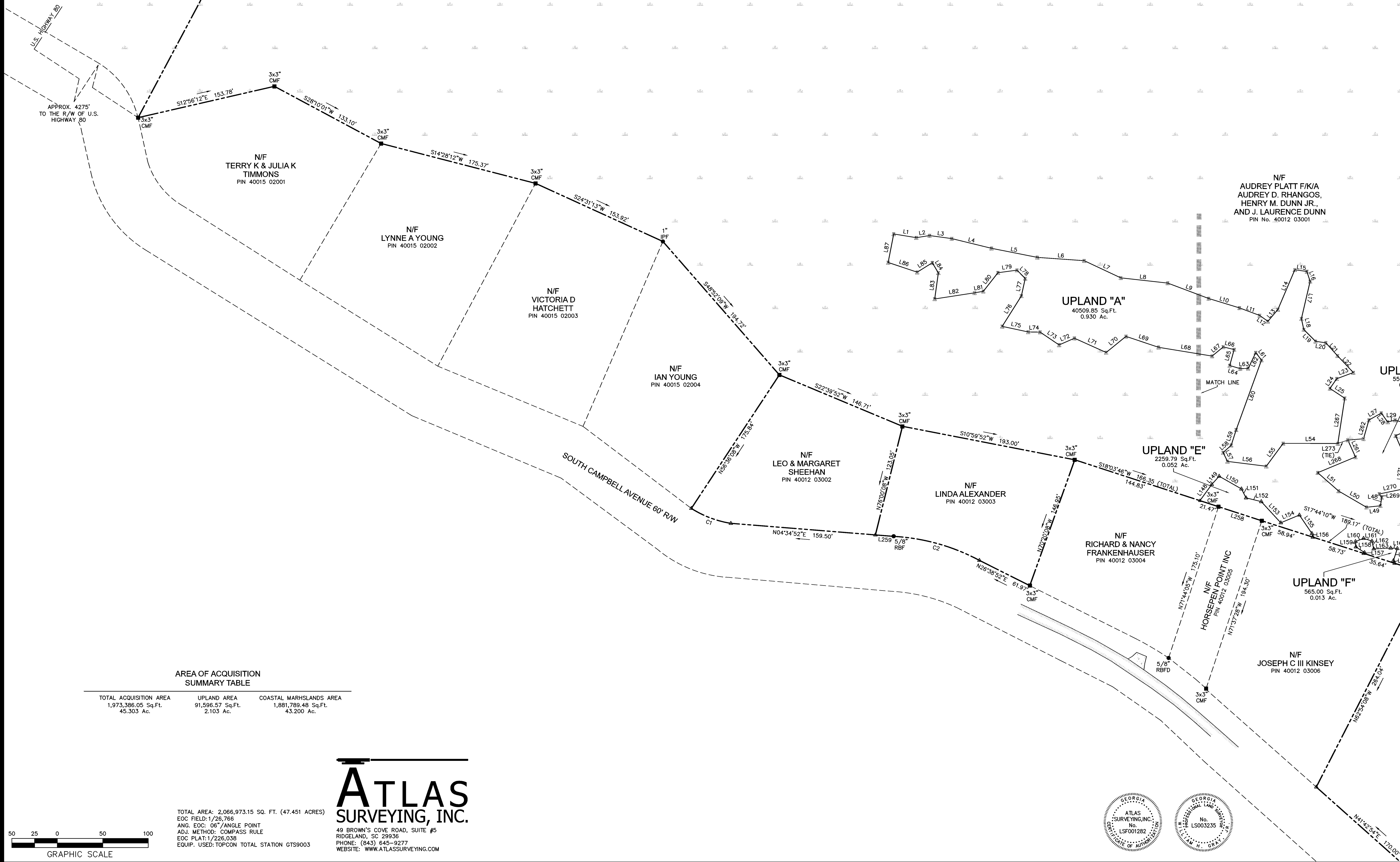
- REFERENCES
- | | |
|--------------|---------|
| 1. PB: 2-S | PG: 82 |
| 2. PB: S | PG: 53 |
| 3. PB: S | PG: 54 |
| 4. DB: 161R | PG: 415 |
| 5. DB: 166F | PG: 656 |
| 6. DB: 176Q | PG: 591 |
| 7. DB: 194T | PG: 454 |
| 8. DB: 267Z | PG: 183 |
| 9. DB: 283M | PG: 631 |
| 10. DB: 369I | PG: 229 |
| 11. DB: 366M | PG: 266 |
| 12. DB: 516 | PG: 571 |
| 13. DB: 817 | PG: 312 |
| 14. DB: 1223 | PG: 450 |
| 15. DB: 1548 | PG: 261 |
| 16. DB: 1459 | PG: 167 |

PREPARED FOR:
DAN J. SHEEHAN COMPANY INC.
A SUBDIVISION PLAT OF
UPLANDS "A", "B", "C", "D", "E", "F"
& A PORTION OF COASTAL MARSHLANDS
HORSE PEN POINT
A PORTION OF
PIN No. 40012 03001
SHEET 2 OF 3
5TH GMD.
TYBEE ISLAND,
CHATHAM COUNTY, GEORGIA.

FIELD WORK: DM
FIELD CHECK: WHG
DRAWN BY: TDU
DATE: 11-18-2019
SCALE: 1"=100'
PROJECT No.: BFT-19214
FILE: BFT-19214 SUB1.DWG

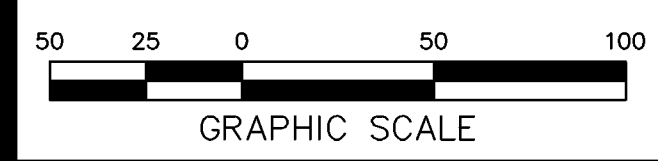
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, STAMPS, OR STATEMENTS HERETO. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

William H. Gray, Jr.
WILLIAM H. GRAY, JR.
G.A.P.L.S. No. L5003235



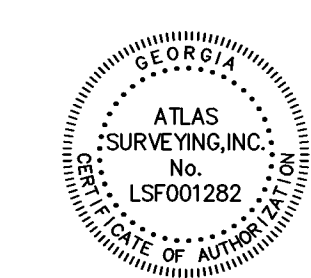
AREA OF ACQUISITION SUMMARY TABLE

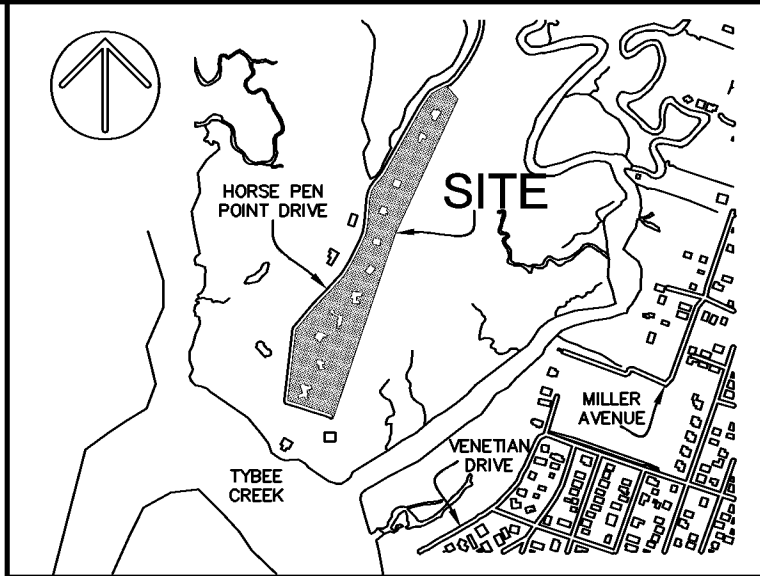
TOTAL ACQUISITION AREA	UPLAND AREA	COASTAL MARSHLANDS AREA
1,973,386.05 Sq.Ft. 45.303 Ac.	91,596.57 Sq.Ft. 2.103 Ac.	1,881,789.48 Sq.Ft. 43.200 Ac.



TOTAL AREA: 2,066,973.15 SQ. FT. (47.451 ACRES)
EOC FIELD: 1/26.766
ANG. EOC: 06" ANGLE POINT
ADJ. METHOD: COMPASS RULE
EOC PLAT: 1/226.030
EQUIP. USED: TOPCON TOTAL STATION GTS9003

ATLAS SURVEYING, INC.
49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM





VICINITY MAP NOT TO SCALE

- LEGEND
- ▲ CALC POINT - CORNER NOT SET / OCRM
 - CONC. MONUMENT FOUND
 - CONC. MONUMENT FOUND DISTURBED
 - IRON PIPE FOUND
 - IRON REBAR FOUND
 - IRON REBAR FOUND DISTURBED
 - ▨ MARSHGRASS
 - ▨ WETLAND FLAG
 - ▨ EDGE OF PAVEMENT
 - ▨ CONCRETE

- NOTES
1. THIS PARCEL APPEARS TO LIE IN FLOOD ZONE AE ELEVATION 10', FIRM PANEL 0213-G COMMUNITY 135164.
 2. HORIZONTAL DATUM IS GEORGIA EAST GRID (NAD 83).
 3. HORSE PEN CREEK WAS SCALED IN PER GIS.
 4. LINE AND CURVE TABLES ARE ON SHEET 1.
- REFERENCES
- | | |
|--------------|---------|
| 1. PB: 2-S | PG: 82 |
| 2. PB: S | PG: 53 |
| 3. PB: S | PG: 54 |
| 4. DB: 161R | PG: 415 |
| 5. DB: 166F | PG: 656 |
| 6. DB: 176Q | PG: 591 |
| 7. DB: 194T | PG: 454 |
| 8. DB: 267Z | PG: 193 |
| 9. DB: 283M | PG: 631 |
| 10. DB: 369I | PG: 229 |
| 11. DB: 396M | PG: 266 |
| 12. DB: 516 | PG: 571 |
| 13. DB: 817 | PG: 312 |
| 14. DB: 1223 | PG: 450 |
| 15. DB: 1548 | PG: 261 |
| 16. DB: 1459 | PG: 167 |

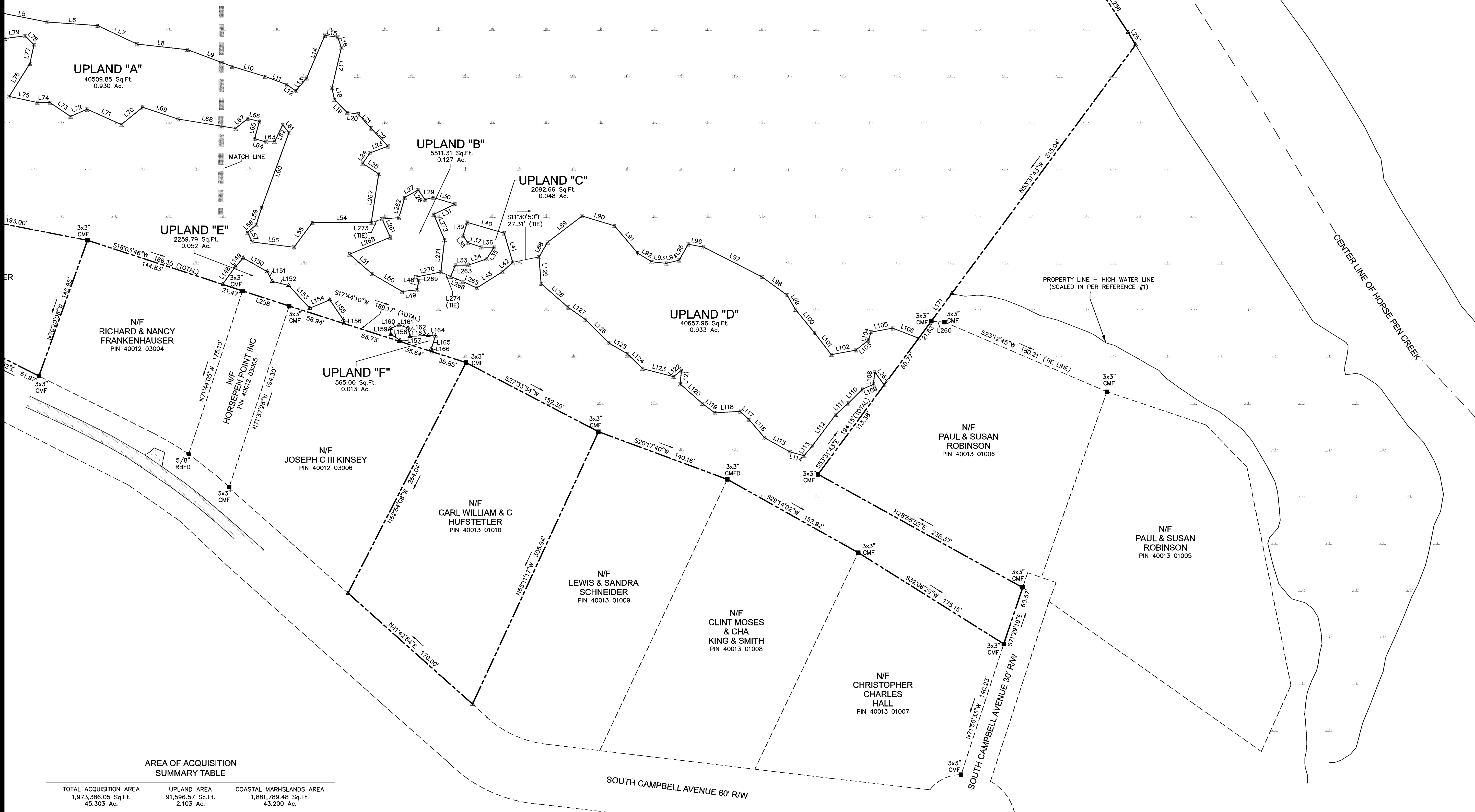
PREPARED FOR:
DAN J. SHEEHAN COMPANY INC.
 A SUBDIVISION PLAT OF
 UPLANDS "A", "B", "C", "D", "E", "F"
 & A PORTION OF COASTAL MARSHLANDS
HORSE PEN POINT
 A PORTION OF
 PIN No. 40012 03001
 SHEET 3 OF 3
 5TH GMD.
 TYBEE ISLAND
 CHATHAM COUNTY, GEORGIA.

FIELD WORK: DM
 FIELD CHECK: WHG
 DRAWN BY: TDJ
 DATE: 11-19-2019
 SCALE: 1"=100'
 PROJECT No.: BFT-19214
 FILE: BFT-19214 SUB1.DWG

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, STAMPS, OR STATEMENTS HEREOF. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

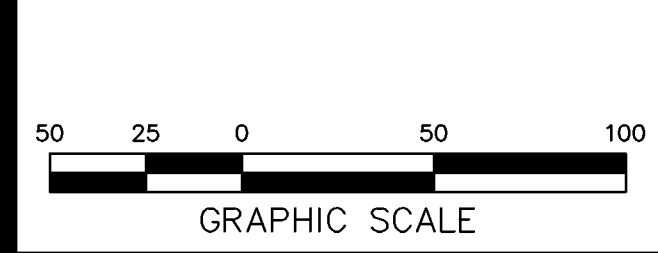
William H. Gray, Jr.
 WILLIAM H. GRAY, JR.
 G.A.P.L.S. No. LS003235

N/F
 AUDREY PLATT F/K/A
 AUDREY D. RHANGOS,
 HENRY M. DUNN JR.,
 AND J. LAURENCE DUNN
 PIN No. 40012 03001



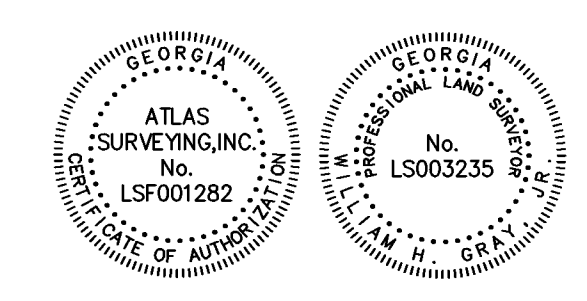
AREA OF ACQUISITION SUMMARY TABLE

TOTAL ACQUISITION AREA	UPLAND AREA	COASTAL MARSHLANDS AREA
1,973,386.05 Sq.Ft. 45.303 Ac.	91,596.57 Sq.Ft. 2.103 Ac.	1,881,789.48 Sq.Ft. 43.200 Ac.



TOTAL AREA: 2,066,973.15 SQ. FT. (47.451 ACRES)
 EOC FIELD: 1/26.766
 ANG. EOC: 06°/ANGLE POINT
 ADJ. METHOD: COMPASS RULE
 EOC PLAT: 1/226.030
 EQUIP. USED: TOPCON TOTAL STATION GTS9003

ATLAS SURVEYING, INC.
 49 BROWN'S COVE ROAD, SUITE #5
 RIDGELAND, SC 29936
 PHONE: (843) 645-9277
 WEBSITE: WWW.ATLASSURVEYING.COM



Type: WD
Kind: WARRANTY DEED
Recorded: 9/24/2021 8:32:00 AM
Fee Amt: \$1,075.00 Page 1 of 3
Transfer Tax: \$1,050.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 4878462932,
7067927936

BK 2543 PG 731 - 733

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

**BOUHAN
FALLIGANT**

ATTORNEYS & COUNSELORS AT LAW

One West Park Avenue

Savannah, GA 31401

ATTN: Harris G. Martin

(912) 232-7000

File Number: 202107-179

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of this 22nd day of September, 2021, by and between **Carl William Huffstetler, Jr. and Caroline J. Huffstetler** (hereinafter referred to as the "Grantor"), and **Christopher D. Hutto**, as Joint Tenants with Right of Survivorship and not as Tenants in Common (hereinafter referred to collectively as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

W I T N E S S E T H, T H A T:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all those tracts or parcels of land lying and being located in Chatham County, Georgia, and being known as **Lot 9 and Parcel 3, Horse Pen Point, Tybee Island** and more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

THIS CONVEYANCE and the warranties contained herein are expressly made subject to easements, covenants, restrictions and right of ways of record, and real property ad valorem taxes for the current year, not yet due and payable.

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

**BOUHAN
FALLIGANT**

ATTORNEYS & COUNSELORS AT LAW

One West Park Avenue
Savannah, GA 31401
ATTN: Harris G. Martin
(912) 232-7000
File Number: 202107-179

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of this 22nd day of September, 2021, by and between **Carl William Huffstetler, Jr. and Caroline J. Huffstetler** (hereinafter referred to as the "Grantor"), and **Christopher D. Hutto**, as Joint Tenants with Right of Survivorship and not as Tenants in Common (hereinafter referred to collectively as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

W I T N E S S E T H, T H A T:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all those tracts or parcels of land lying and being located in Chatham County, Georgia, and being known as **Lot 9 and Parcel 3, Horse Pen Point, Tybee Island** and more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

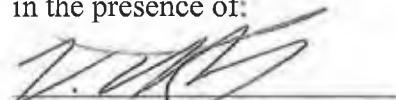
THIS CONVEYANCE and the warranties contained herein are expressly made subject to easements, covenants, restrictions and right of ways of record, and real property ad valorem taxes for the current year, not yet due and payable.

TO HAVE AND TO HOLD the said described Property to the said Grantee, so that neither the said Grantor nor any person or persons claiming under the said Grantor, shall at any time, by any means or ways, have, claim or demand any right or title to the said described Property or appurtenances, or any rights thereof.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public


My Commission Expires:

[NOTARY SEAL]



GRANTOR:


Carl William Huffstetler, Jr. (SEAL)



Caroline J. Huffstetler (SEAL)

EXHIBIT A

All that certain lot, tract or parcel of land situate, lying and being in the City of Tybee Island, County of Chatham, State of Georgia and being known and designated as Lot 9, Horsepen Point Subdivision as shown on a map or plan of said subdivision recorded in the Clerk's Office of the Superior Court of Chatham County, Georgia in Subdivision Map Book 2-S, page 82. Said map or plan is hereby incorporated into this description by reference and made a part hereof to better determine the metes, bounds, courses and distances of the property herein conveyed.

The property herein described and conveyed is the same as described by that Warranty Deed from Thomas R. Ellis to Carl William Huffstetler, Jr. and Caroline J. Huffstetler, dated April 22, 2011, and recorded in Deed Book 369-I, page 229, Chatham County, Georgia, records.

AND

All that certain, tract or parcel of land situate, lying and being in Chatham County, Georgia, being described as Parcel 3 on that certain Plat prepared by William H. Gray, Jr., Georgia Professional Licensed Surveyor, License No. LS003235, dated September 2, 2020 and recorded in Plat Book 52, page 570-572, in the Office of the Clerk of the Superior Court of Chatham County Georgia. Said Parcel 3 being labelled on said Plat containing 0.943 acres of Upland and 7.738 acres of Coastal Marchlands for a total area of 8.681 acres. The metes and bounds of Parcel 3 as shown on said Plat are hereby incorporated by reference.

The property herein described and conveyed is the same as described by that Quitclaim Deed from James H. Alexander, Leo Sheehan and Peter Huffstetler to Carl William Huffstetler, Jr. and Caroline J. Huffstetler, dated October 26, 2020, and recorded in Deed Book 2113, page 640, Chatham County, Georgia, records.

The foregoing Lot 9 and Parcel 3 collectively form one parcel with PIN 4-0013-01-010.



RESOURCE+LAND
CONSULTANTS

APPENDIX F:
City of Tybee Zoning Correspondence

MAYOR
Brian West

CITY COUNCIL
Monty Parks (Mayor Pro Tem)
Bill Garbett
Spec Hosti
Tony Ploughe
Nick Sears
Kathryn Williams



CITY MANAGER
Bret Bell

ASSISTANT CITY MANAGER
Michelle Owen

CLERK OF COUNCIL

CITY ATTORNEY
Edward W. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

November 25, 2024

Alton Brown
41 Park of Commerce Way, Suite 101
Savannah, GA 31405

Re: 10 Horsepen Point and 12 Horsepen Point (Sheehan & Alexander)
CMPA DNR Dock Application

Dear Mr. Brown:

The above-referenced improvements identified on the construction plans presented and most recently on the Revised Dock Layout dated November 25, 2024, do not appear to represent a violation of Tybee Island's Land Development Code. Please note a building permit from the City of Tybee Island is required prior to commencing construction on this proposed project.

If I may answer any questions, please do not hesitate to contact me.

Thank you,

Patricia Sinel, AICP, CFM, CNU-A
Community Development Director
patricia.sinel@cityoftybee.gov
912-472-5031

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
(866) 786-4573 – FAX (866) 786-5737
www.cityoftybee.org

