

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

County	<u>Chatham</u>	Landmarks	<u>slab from pre-existing restaurant</u>
Municipality	<u>Chatham County</u>	Waterway	<u>Herb River</u>

Facility Type _____ Private _____ Public X Commercial _____ Other
 Dock Space _____ Leased _____ Sold _____ Rented _____ Other

<u>No</u>	Will dredging be required for the access channel?
<u>No</u>	Will dredging be required for boat basin?
<u>No</u>	Is filling proposed in tidal wetlands?
<u>No</u>	Is filling proposed in open water?
<u>No</u>	Will dredge disposal sites be required?
<u>N/A</u>	Have future dredge disposal sites been identified?
<u>N/A</u>	Have future dredge spoil sites been set aside with deeds or easements?
<u>Yes</u>	Is shoreline stabilization proposed? If so, what type? <u>Bulkhead/Rip-Rap</u>
<u>No</u>	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”?
- Yes 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?
- Yes 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.

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.

Laroche Avenue Properties, LLC Attn: Mr. Robert Turner
2305 Rowland Avenue, Unit 105
Savannah, Georgia 31404
bturner@americanparkservices.com
912.660.2027

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

Lat. 31.999938° Long. -81.063542°

Chatham		
County	Military District	In City or Town
Savannah		
Near City or Town	Subdivision	Lot No.
2.1 acres		Georgia
Lot Size	Approximate Elevation of Lot	State
Herb River		
Name of Waterway	Name of Nearest Creek, River, Sound, Bay or Hammock	

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

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

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

- A. Purpose of excavation or fill reconstruction of a restaurant destroyed by fire
1. Access channel : length _____ depth _____ width _____
2. Boat basin : length _____ depth _____ width _____
3. Fill area : length _____ depth _____ width _____
4. Other: length _____ depth _____ width _____
- B. 1.If bulkhead, give dimensions See attached description
- 2.Type of bulkhead construction (material) See attached description
- Backfill required: Yes _____ No X Cubic yards _____
- Where obtained _____
- C. Excavated material :
- 1.Cubic yards N/A
- 2.Type of material _____

15.Type of construction equipment to be used Mechanized marine 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

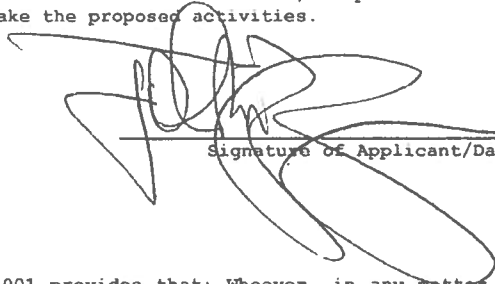
16. WATER QUALITY CERTIFICATION: In some cases, Federal law requires that a Water Quality Certification from the State of Georgia be obtained prior to issuance of a Federal license or permit. Applicability of this requirement to any specific project is determined by the permitting Federal agency. The 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

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.


3/15/2025

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.

STATE OF GEORGIA

REQUEST FOR A REVOCABLE LICENSE FOR THE USE OF TIDAL WATERBOTTOMS

APPLICANT NAME(S): Laroche Avenue Properties, LLC Attn: Mr. Robert Turner

MAILING ADDRESS: 2305 Rowland Avenue, Unit 105 Savannah GA 31404
(Street) (City) (State) (Zip)

PROJECT ADDRESS/LOCATION: 7010 Laroche Avenue

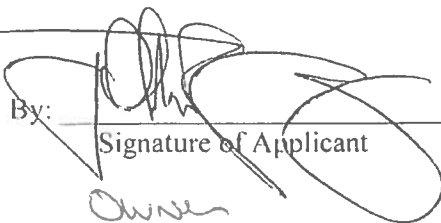
COUNTY: Chatham WATERWAY: Herb River

LOT, BLOCK & SUBDIVISION NAME FROM DEED: _____

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.

By: 
Signature of Applicant
Owner
Title, if applicable

Sincerely,

Date: 3/15/2025

By: _____
Signature of Applicant

Date: _____

Title, if applicable

Attachments

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CHATHAM COUNTY

DEPARTMENT OF BUILDING SAFETY AND REGULATORY SERVICES

P.O. Box 8161

Savannah, GA 31412-8161

912-201-4300 | Fax 912-201-4301

<http://buildingsafety.chathamcounty.org>

13- August 2025

Resource and Land Consultants
Attn. Alton Brown
41 Park of Commerce Way, Suite 101
Savannah, GA. 31405

RE: Zoning Confirmation Letter
7010 LaRoche Avenue PIN 10298 02014

Mr. Brown

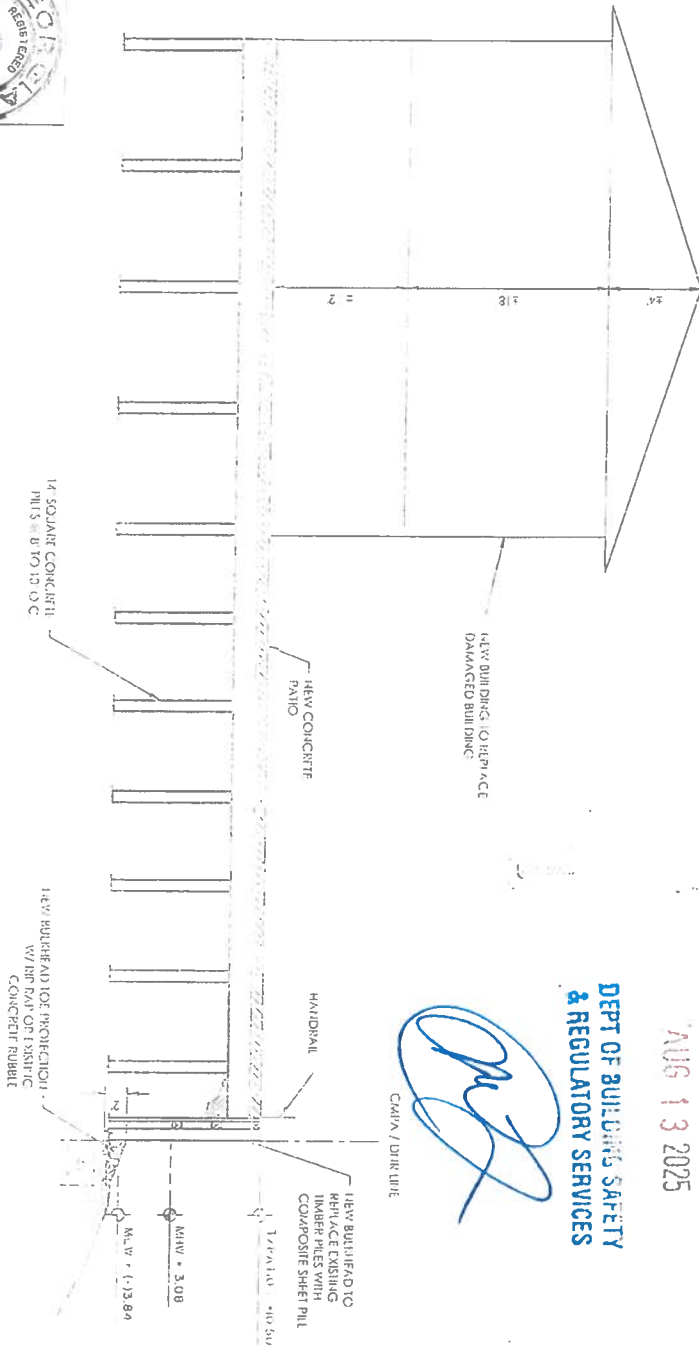
This letter is to serve as confirmation that the current zoning of the property at 7010 LaRoche Avenue is TB/EO (Tourist Business / Environmental Overlay). Zoning entitlement includes all uses as outlined in Sec 4-5.2 of the Chatham County Zoning Ordinance. The proposed use 'Restaurant' is permitted under these zoning regulations and does not violate the zoning ordinance. The development of the property as shown in the attached exhibits, is required to meet the development standards of Chatham County, which can only be determined through the official plan review process. Acknowledgement of the attached documents by staff does not indicate approval of any aspect of the proposed development.

Questions may be directed to this office at 912 201 4315.

Sincerely,

Marcus Lotson
Assistant Director, Office of Zoning Administration
Chatham County Building Safety and Regulatory Services

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

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Aug 13 2025

DEPT OF BUILDINGS SAFETY
& REGULATORY SERVICES

CM/PA / DHR/LE/LE

CMAA / DRILLING

PEAK'S SALIWATER GRILL.

SHEET NAME:

SECTION A-A

CLIENT:

LAROCHE AVENUE PROPERTIES, LLC

LOCATION: SAVANNAH, GA
DATE: 03/10/75 JCI

DATE: 03/10/75 JCH

1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 26

1999

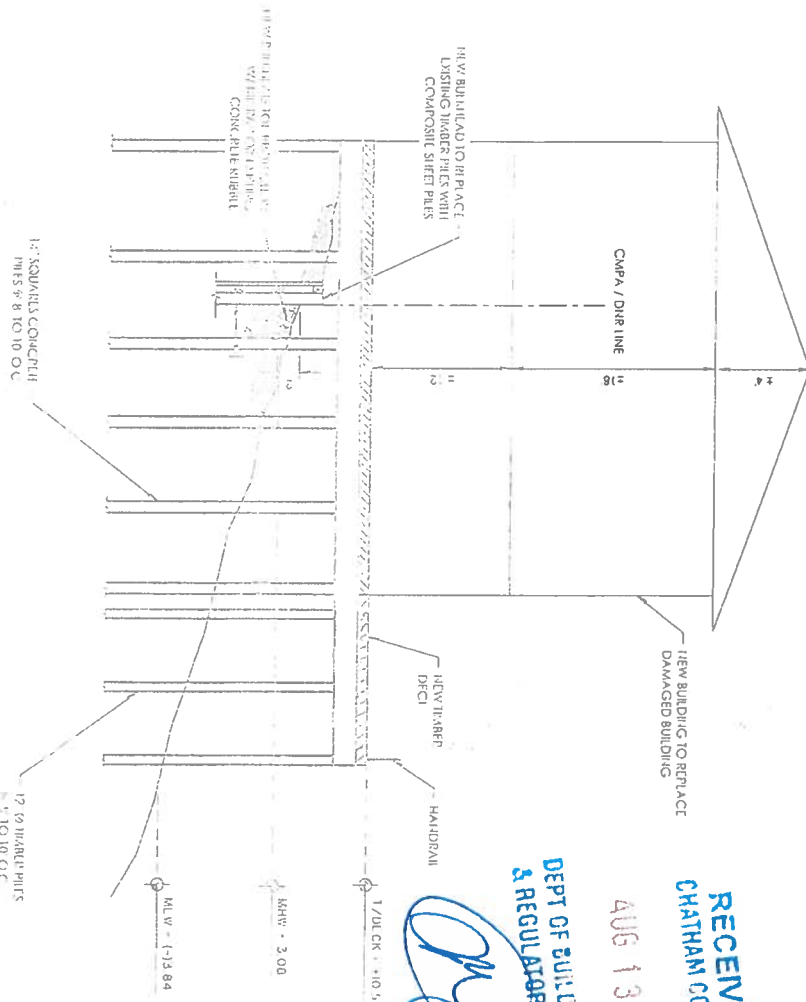
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&
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Savannah, GA 31405 • 912.234.5300

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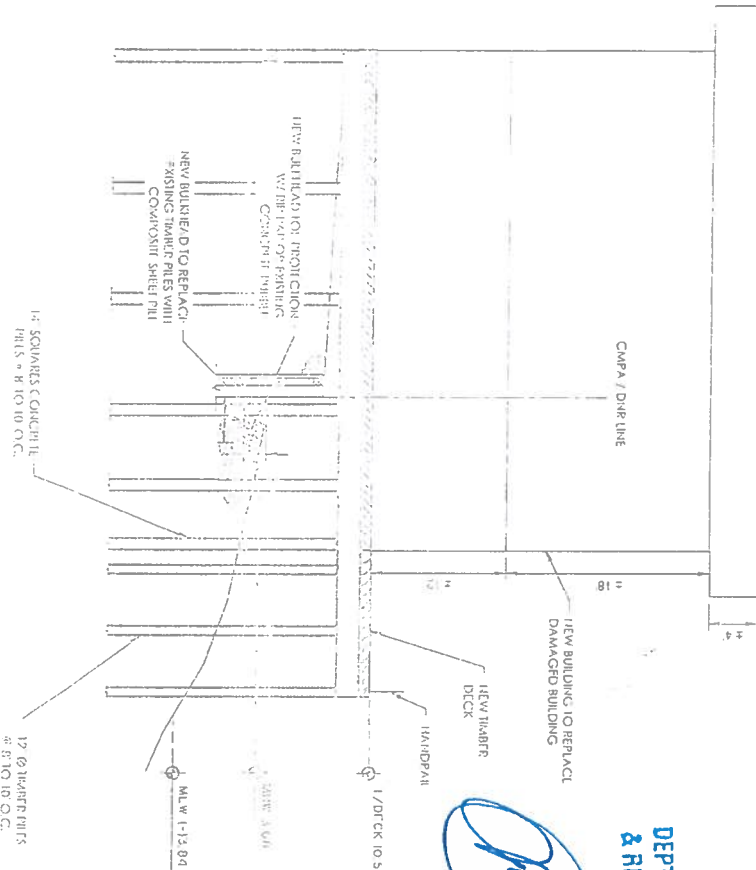
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DEPT OF BUILDING SAFETY
& REGULATORY SERVICES

PEARL'S SALT WATER GRILL
SHEET NAME:
SECTION B-B

CLIENT:
LARGOCH AVENUE PROPERTIES, LLC.
LOCATION: SAVANNAH, GA
DATE: 03/10/25
DRAWN BY: JG
CHECKED BY: JG
SCALE: 1/8\"/>

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



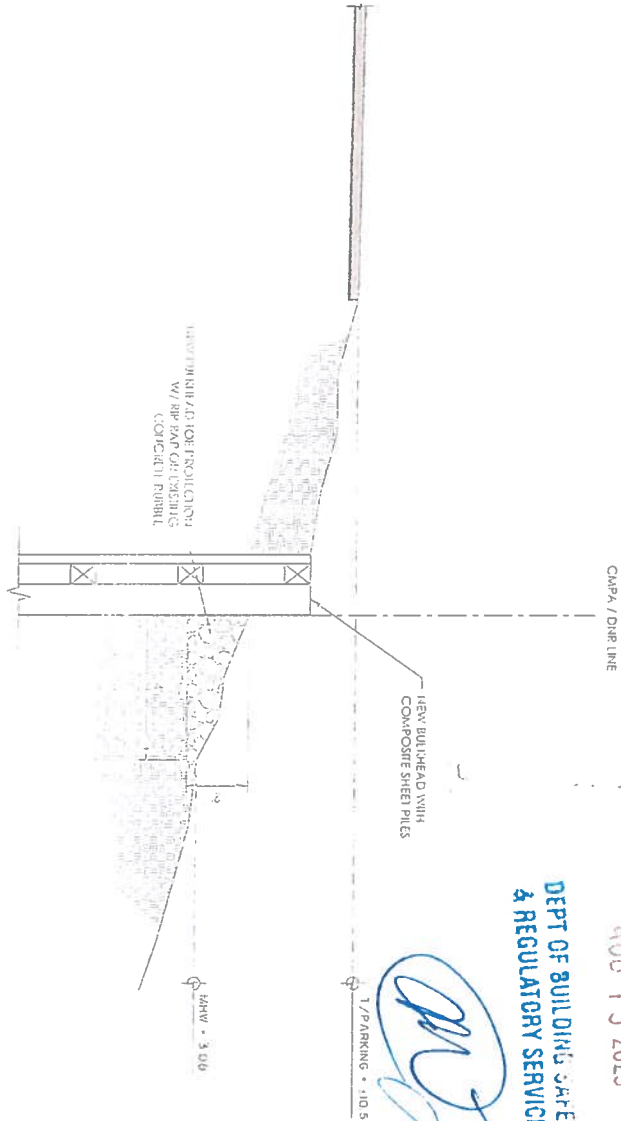
AUG 13 2025

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& REGULATORY SERVICES

LOCATION: SAVANNAH, GA
DATE: 03/10/75
ANALYST: BY KATH
SHEET: 12
CASE NO.: 7110 JWC

HUTTON

50 Port of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasonduff.com



[Handwritten Signature]

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PIER'S SALTY WATER GRILL
SHEET NAME
SECTION D-D
CLIENT
LAROQUE AVENUE PROPERTIES, LLC
LOCATION: SAVANNAH, GA
DATE: 02/10/24
DRAWN BY: JON LIBARTE
SCALE: 1/8" = 1'-0"
SHEET: 13
OF 14
THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomashutton.com

IMPACTS SUMMARY			
DESCRIPTION	BUILDING (SF)	PAVEMENT /SIDEWALK (SF)	DECK (SF)
WATERWARD OF DNR LINE	4,702	—	1,153
IMPACTS WITHIN 50 UPLAND COMPONENT BUFFER	6,977	20,023	—



PROJECT AREA B
TOTAL AREA: 33,904 SF
UPLAND: 33,904 SF
COASTAL MARSHLAND: 0 SF
BULKHEAD: 340 SF

PROJECT AREA A
TOTAL AREA: 59,825 SF
UPLAND: 28,046 SF
COASTAL MARSHLAND: 30,765 SF
PILE SUPPORTED STRUCTURE: 5,856 SF
BULKHEAD: 615 SF

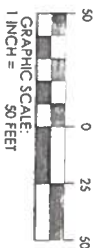
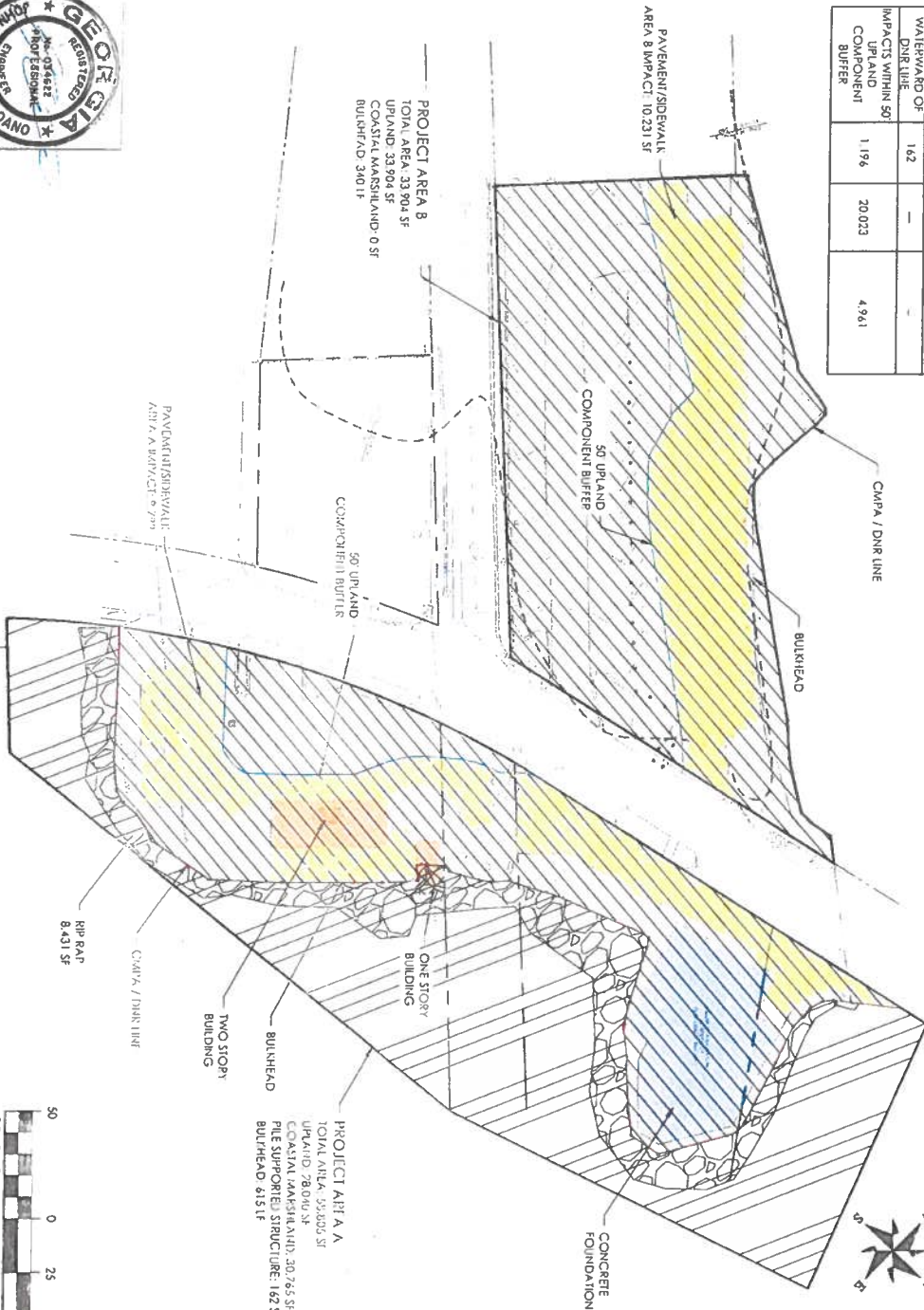
- LEGEND**
- UPLAND
 - COASTAL MARSHLAND
 - PILE SUPPORTED
 - RIP RAP
 - PAVEMENT/SIDEWALK
 - BUILDING
 - DECK

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DEPT OF BUILDING SAFETY
& REGULATORY SERVICES
AUG 13 2025

PEARL'S SALTWATER GRILL
SHEET NAME
EXISTING CONDITIONS (PRE-FIRE)
CLIENT:
LAROUCHE AVENUE PROPERTIES, LLC
LOCATION: SAVANNAH, GA
DATE: 03/10/25 JOB NUMBER: J-32323.0000
DRAWN BY: MRE
PROJECT: 1 - 50
PROJECT: 1 - 50

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomashutton.com

IMPACTS SUMMARY			
DESCRIPTION	BUILDING (SF)	PAVEMENT /SIDEWALK (SF)	CONCRETE FOUNDATION (SF)
WATERWARD OF DNR LINE	162	—	—
IMPACTS WITHIN 50' UPLAND COMPONENT BUFFER	1,196	20,023	4,961



LEGEND	
	UPLAND
	COASTAL MARSHLAND
	PILE SUPPORTED
	RIP RAP
	PAVEMENT/SIDEWALK
	BUILDING
	CONCRETE FOUNDATION

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DEPT. OF BUILDING SAFETY & REGULATORY SERVICES
 AUG 13 2025

PEARL'S SALTWATER GRILL
 SHEET NAME
 EXISTING CONDITIONS (POST FIRE)
 CLIENT
 LAROCHE AVENUE PROPERTIES, LLC.
 LOCATION: SAVANNAH, GA
 DATE: 02/10/25 JOB NUMBER: J-303533.0000
 DRAWN BY: NAME
 CHECKED BY: NAME
 SCALE: 1" = 50'

THOMAS & HUTTON
 50 Park of Commerce Way
 Savannah, GA 31405 • 912.234.5300
 www.thomashutton.com

Clock#: 1276908
FILED FOR RECORD
9/20/2010 02:43pm
PAID: 14.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

BOOK
PAGE
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RETURN TO:
Jennifer A. Campbell
Thomerson & Macchiaverna P.C.
P.O. Box 8472
Savannah, Georgia 31412

STATE OF GEORGIA)
COUNTY OF CHATHAM)

QUIT-CLAIM DEED

THIS INDENTURE, made this 31st day of August, 2010, between **PIRS REALTY, LLC** n/k/a **LAROCHE AVENUE PROPERTIES, LLC**, as party of the First Part, and **LAROCHE AVENUE PROPERTIES, LLC**, as Party of the Second Part;

WITNESSETH: That the said Party of the first Part, for and in consideration of the sum of Ten and no/100 Dollars, in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said Party of the Second Part, its heirs and assigns, **ALL** of its interest, in and to the following described property, to wit:

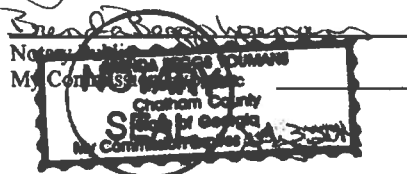
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said described premises to the said Party of the Second Part, so that neither the said Party of the First Part nor its heirs, nor any other person or persons claiming under it shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

Unofficial Witness



PIRS REALTY, LLC n/k/a LAROCHE AVENUE PROPERTIES, LLC

By: John Robert Turner
Its Member

EXHIBIT "A"

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069

All that certain lot, tract, or parcel of land situate, lying and being in the 5th G.M. District of Chatham County, Georgia and designated upon a map or plan of a subdivision of a portion of the Southeast part of Lot No. 24, Norwood Manor Subdivision, prepared by Sewell & Associates, Inc., dated June, 1967, recorded in the Clerk's Office of Chatham Superior Court, in Subdivision Map Book "D", Folio 43, as Lot No. 2, which map is incorporated herein by reference and made a part hereof for a more complete description of the property herein conveyed. Said Lot No. 2 has a frontage of 173.52 feet on the West side of Lansing Avenue (formerly Rogers Avenue) and bounded as follows: Generally Northerly by lands now or formerly of Robert W. Taylor, generally easterly by Lansing Avenue (formerly Rogers Avenue), generally Southerly by Lot No. 1 of resubdivision of portion of Lot 24, Norwood Manor Subdivision, and generally Westerly by a fresh water lake; and including all improvements on said property.

AND ALSO, All those certain portions of lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, in the 5th G.M. District, being portions of the Southeast portion of Lot 24, Norwood Manor Subdivision, described as follows:

Parcel One: Beginning at a concrete monument located at a point where the Northern right-of-way line of Rogers Avenue is intersected by the Western right-of-way line of LaRoche Avenue; running thence along the Northern right-of-way line of Rogers Avenue, now Lansing Avenue, South 44° 23' West a distance of 60.25 feet to a stake; running thence North 41° 37' West a distance of 106.91 feet to a stake; running thence along a prolongation of the last mentioned line North 41° 37' West a distance of 6 feet to the bank of a lake; running thence in a northeasterly direction along the bank of said lake to a point where the bank of said lake intersects the Western right-of-way line of LaRoche Avenue, South 11° 54' East a distance of 10 feet to a concrete monument; running thence along said Western right-of-way line along a curve to the left (which curve has a chord of 149.97 feet with a bearing South 11° 54' East) a distance of 150 feet to the concrete monument which marks the point of beginning. Said parcel is generally bounded on the North by a lake and a small filled area, on the East by LaRoche Avenue, on the South by Rogers Avenue, now Lansing Avenue and on the West by the remaining portion of said Lot 24.

Parcel Two: Beginning at a concrete monument located at a point where the Northern right-of-way line of Rogers Avenue, now Lansing Avenue, as extended, intersects the Eastern right-of-way of LaRoche Avenue; running thence along the Eastern right-of-way line of LaRoche Avenue along a curve to the right (which curve has a chord of 142.92 feet with a bearing North 11° 20' West) a distance of 143.0 feet to a concrete monument; running thence North 56° 00' East a distance of 68.12 feet to a concrete monument; running thence along the prolongation of the last mentioned line North 56° 00' East a distance of 85 feet to a point where said line intersects the low water line of Herb River; running thence in a Southerly direction along the low water line of Herb River to a point where said low water line is intersected by the Northern right-of-way line of Rogers Avenue, now Lansing Avenue, as extended; running thence South 44° 23' West along said Northern right-of-way line of Rogers Avenue, now Lansing Avenue, as extended, a distance of 105 feet to a concrete monument on the edge of a filled area;

running thence 44° 23' West a distance of 57.42 feet to the concrete monument which marks the point of beginning. Said parcel is generally bounded on the North by marsh and a portion of said filled area; on the East by the low water line of Herb River; on the South by marsh and a small filled area and on the West by LaRoche Avenue, and including all improvements located on said parcels of land.

For a more complete description of said parcels one and two above described, specific reference is made to plat of said parcels dated September 14, 1962, prepared by Thomas and Hutton Engineering Company, recorded in the Office of the Clerk of Superior Court, Chatham County, Georgia, in Plat Record Book "N", Folio 254.

This being the same property conveyed to PIRS Realty, LLC by virtue of that Quit Claim Deed recorded in Book 218-U, Page 180 in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

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AFTER RECORDING RETURN TO:

BankSouth
Lindsay Brooks
6340 Lake Oconee Parkway
Suite 101
Greensboro, GA 30642

Return to: McCorkle & Johnson, LLP
319 Tattnall St., Savannah, GA 31401



Doc ID: 031211470009 Type: SD
Recorded: 08/10/2018 at 09:23:40 AM
Fee Amt: \$3,926.00 Page 1 of 9
Intangible Tax: \$3,900.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

BK **1420** PG **409-417**

(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE DEED TO SECURE DEBT
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
SECURITY DEED**

This COMMERCIAL REAL ESTATE SECURITY DEED ("Security Instrument") is made on August 8, 2018 by the grantor(s) LAROCHE AVENUE PROPERTIES, LLC, a Georgia Limited Liability Company, whose address is 2305 Rowland Ave., Savannah, Georgia 31404 ("Grantor"). This Security Instrument is given to BankSouth whose address is 18 West Bryan Street, Savannah, Georgia 31401 ("Lender"), which is organized and existing under the laws of the United States of America. Grantor owes Lender the principal sum of One Million Three Hundred Thousand and 00/100 Dollars (U.S. \$1,300,000.00), which is evidenced by the promissory note dated August 8, 2018. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of One Million Three Hundred Thousand and 00/100 Dollars (U.S. \$1,300,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Chatham, State of Georgia:

Address: 7010 LaRoche Ave., Savannah, Georgia 31406

Legal Description: All those tracts or parcels of land, with all improvements thereon, situate, lying and being in the 5th GMD, Chatham County, Georgia, being more fully described and evidenced by Exhibit A attached hereto and made a part hereof.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other

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indebtedness of any and every kind now or hereafter owing from LAROCHE AVENUE PROPERTIES, LLC to BankSouth, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on August 7, 2028.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CROSS COLLATERALIZATION. It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may

do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

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GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. If Lender chooses to invoke the power of sale, Lender will provide notice of sale pursuant to applicable law. Lender or its designee may purchase the Property at any sale. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the

powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Georgia including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established

between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

SECURITY DEED. This conveyance is to be construed under the existing laws of the state of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

LARKCREEK AVENUE PROPERTIES, LLC

8/8/2018

By: JOHN ROBERT TURNER
Its Sole Member

Date

ATTESTATION

IN WITNESS WHEREOF, Grantor has executed this Security Instrument.

Signed, sealed and delivered in the presence of:

NOTARY PUBLIC:

8/8/2018

Date

Witness:

8/8/2018

Date



THIS INSTRUMENT PREPARED BY:

BankSouth
18 West Bryan Street
Savannah, GA 31401-0000

GEORGIA

GRANTOR: LaRoche Avenue Properties, LLC

LENDER: BankSouth

DATE OF SECURITY DEED: August 8, 2018

WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

Signed, sealed and delivered in the presence of:

Brenda W. Bowers
Unofficial Witness

Beri Shiffrin
Notary Public
AFFIX NOTARY SEAL

LaRoche Avenue Properties, LLC

[Signature]
By: John Robert Turner, its Sole Member [SEAL]

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" by LaRoche Avenue Properties, LLC (hereinafter referred to as "Borrower"), I reviewed with and explained to the Borrower - the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower of Borrower's rights. After said review with and explanation to Borrower, Borrower executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower, it is my opinion that Borrower knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above.

Beri Shiffrin
Notary Public

[Signature]
Closing Attorney

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.
LaRoche Avenue Properties, LLC

[Signature]
By: John Robert Turner, its Sole Member - Grantor

Exhibit A

TRACT ONE

All that certain lot, tract, or parcel of land situate, lying and being in the 5th G.M. District of Chatham County, Georgia and designated upon a map or plan of a subdivision of a portion of the Southeast part of Lot No. 24, Norwood Manor Subdivision, prepared by Sewell & Associates, Inc., dated June, 1967, recorded in the Clerk's Office of Chatham Superior Court, in Subdivision Map Book "D", Folio 43, as Lot No. 2, which map is incorporated herein by reference and made a part hereof for a more complete description of the property herein conveyed. Said Lot No. 2 has a frontage of 173.52 feet on the West side of Lansing Avenue (formerly Rogers Avenue) and bounded as follows: Generally Northerly by lands now or formerly of Robert W. Taylor, generally Southerly by Lot No. 1 of resubdivision of portion of Lot 24, Norwood Manor Subdivision, and generally Westerly by a fresh water lake; and including all improvements on said real property.

AND ALSO, All those certain portions of lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, in the 5th G.M. District, being portion of the Southeast portion of Lot 24, Norwood Manor Subdivision, described as follows:

Parcel One: Beginning at a concrete monument located at a point where the Northern right-of-way line of Rogers Avenue is intersected by the Western right-of-way line of LaRoche Avenue; running thence along the Northern right-of-way line of Rogers Avenue, now Lansing Avenue, South 44°23' West a distance of 60.25 feet to a stake; running thence North 41°37' West a distance of 108.91 feet to a stake running thence along a prolongation of the last mentioned line North 41°37' West a distance of 6 feet to the bank of a lake; running thence in a northeasterly direction along the bank of said lake to a point where the bank of said lake intersects the Western right-of-way line of LaRoche Avenue, South 11°54' East a distance of 10 feet to a concrete monument; running thence along said Western right-of-way line along a curve to the left (which curve has a chord of 149.97 feet with a bearing South 11°54' East) a distance of 150 feet to the concrete monument which marks the point of beginning. Said parcel is generally bounded on the North by a lake and a small filled area, on the East by LaRoche Avenue, on the South by Rogers Avenue, now Lansing Avenue and on the West by the remaining portion of said Lot 24.

Parcel Two: Beginning at a concrete monument located at a point where the Northern right-of-way line of Rogers Avenue, now Lansing Avenue, as extended, intersects the Eastern right-of-way of LaRoche Avenue; running thence along the Eastern right-of-way line of LaRoche Avenue along a curve to the right (which curve has a chord of 142.92 feet with a bearing North 11°20' West) a distance of 143.0 feet to a concrete monument; running thence North 56°00' East a distance of 68.12 feet to a concrete monument; running thence along the prolongation of the last mentioned line North 56°00' East a distance of 85 feet to a point where said line intersects the low water line of Herb River; running thence in a Southerly direction along the low water line of Herb River; running thence in a Southerly direction along the low water line of Herb River to a point where said low water line is intersected by the Northern right-of-way line of Rogers Avenue, now Lansing Avenue, as extended; running thence South 44°23' West along said Northern right-of-way line of Rogers Avenue, now Lansing Avenue, as extended, a distance of 105 feet to a concrete monument on the edge of a filled area; running thence 44°23' West a distance of 57.42 feet to the concrete monument which marks the point of beginning. Said parcel is generally bounded on the North by marsh and a portion of said filled area; on the East by the low water line of Herb River; on the South by marsh and a small filled area and on the West by LaRoche Avenue, and including all improvements located on said parcels of land.

For a more complete description of said parcels one and two above described, specific reference is made to plat of said parcels dated September 14, 1962, prepared by Thomas and Hutton Engineering company, recorded in the Office of the Clerk of Superior Court, Chatham County, Georgia, in Plat Record Book "N", Folio 254.

LESS AND EXCEPT:

That parcel conveyed to Chatham County by Right-of-Way Deed dated March 3, 1992, recorded in the Office of the Clerk of the Superior Court in Deed Book 153-C, Page 288, Chatham County, Georgia records.

[continued]

TRACT TWO

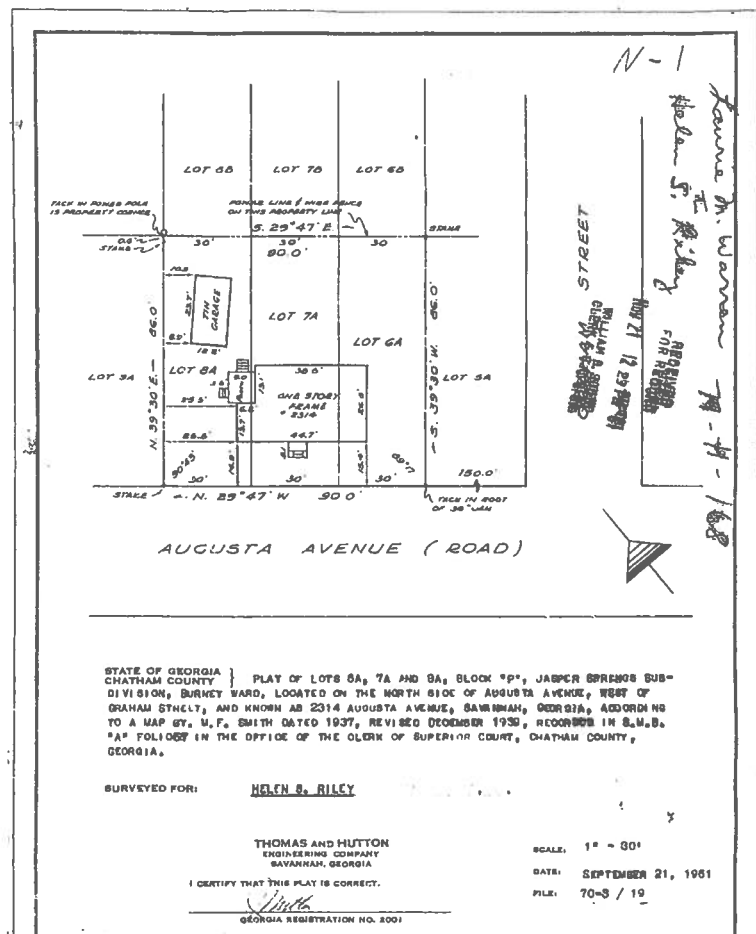
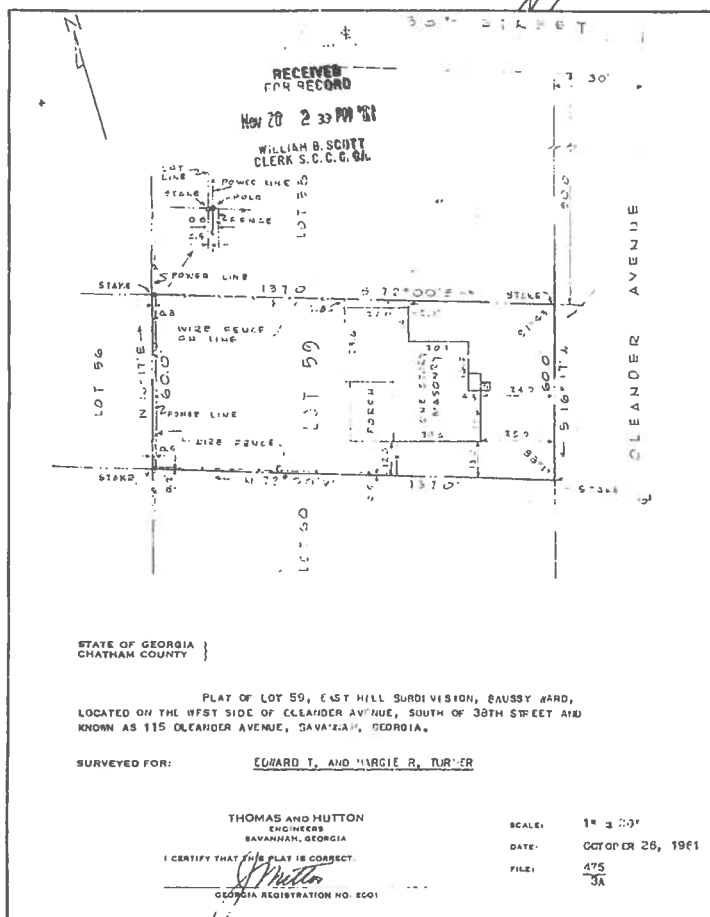
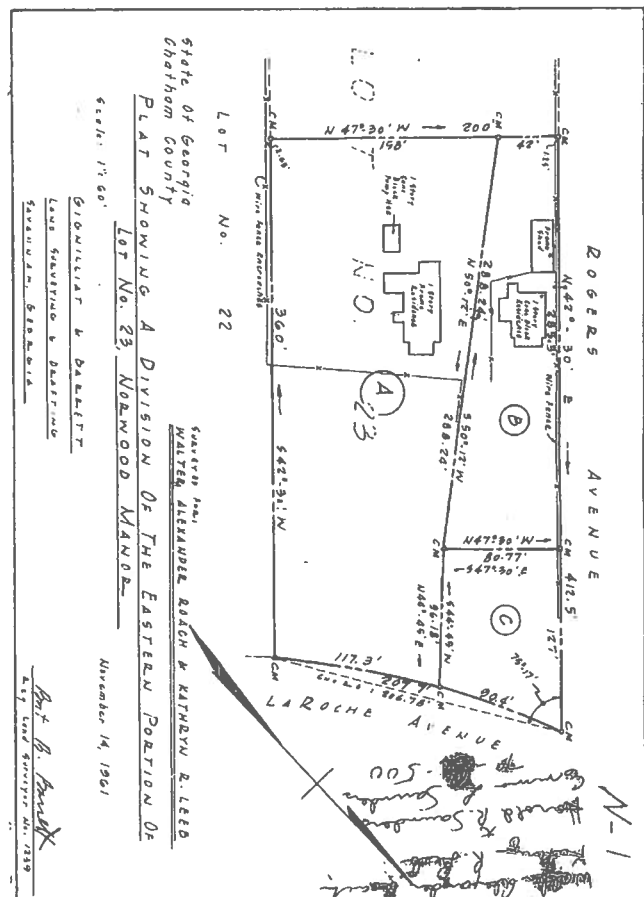
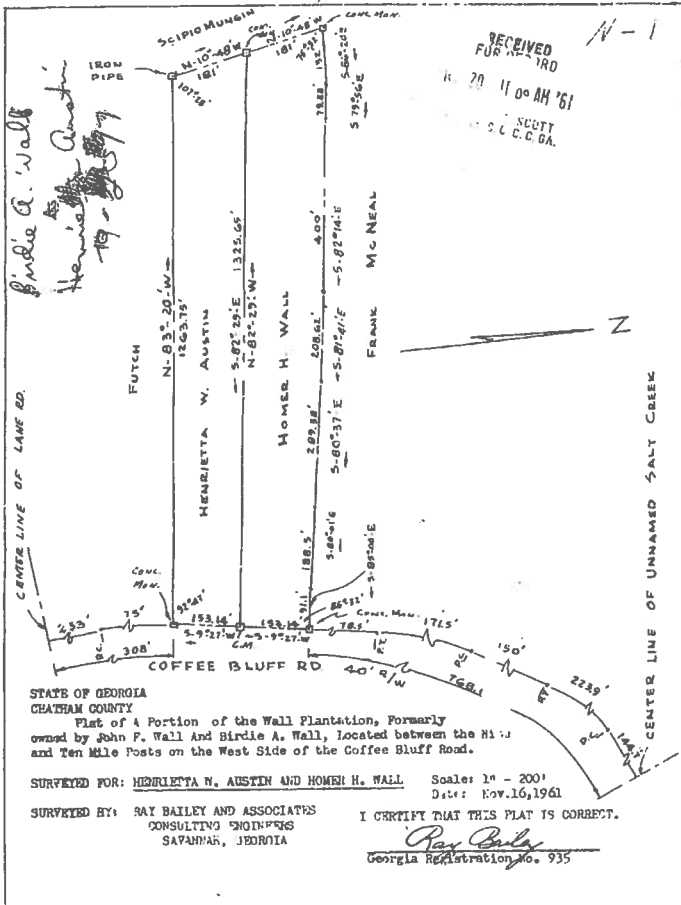
All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and being known as Parcel "C" of (23), Norwood Manor Subdivision, as shown upon a map or plan entitled "Plat Showing a Division of the Eastern Portion of Lot 23, Norwood Manor" dated November 14, 1961, prepared by Gignilliat and Barrett, Registered Land Surveyors, of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book "N", Page 1, said property being bounded as follows: on the North by Lansing Avenue; on the South by a portion of Lot Number Twenty-Two (22), Norwood Manor Subdivision; and on the West of Lot "B" of said subdivision. Express reference is hereby made to the aforesaid map for better determining the metes, bounds and dimensions of the property herein conveyed.

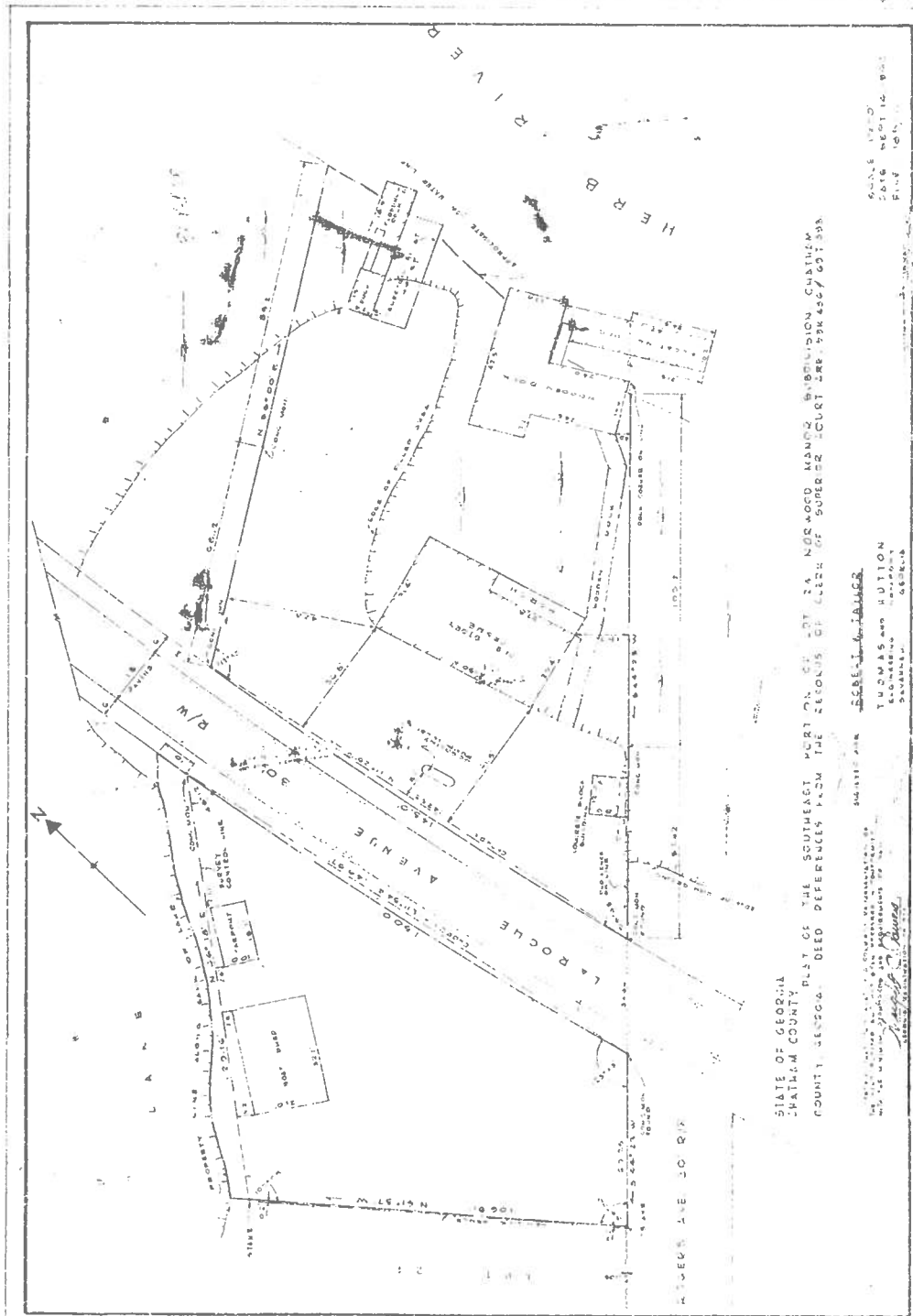
LESS AND EXCEPT, the parcel conveyed to Chatham County by Right-of-Way Deed dated January 6, 1992, recorded in the Office of the Clerk of the Superior Court in Deed Book 152-H, Page 406, Chatham County, Georgia records.

TRACT THREE

All of the land in that certain tract known as Norwood Manor, a plat of which is recorded in Map Book 1, Page 115 of the records of Chatham County, Georgia, which lies East of LaRoche Avenue as shown on said map to the low water mark of the Herb River which would lie within Rogers Avenue as shown on said map if the said Rogers Avenue were extended East of LaRoche Avenue, the said tract of land hereby conveyed having the same width as Rogers Avenue, to wit: Fifty (50) feet, and extending as aforesaid Eastwardly from LaRoche Avenue in the line of said Rogers Avenue, said land being Chatham County, Georgia.

ALSO, TOGETHER WITH any rights Party of the First Part may have to access the Herb River through the land hereby conveyed.





STATE OF GEORGIA
 MILLEDGEVILLE
 DEED RECORDS
 DEED NO. 12345
 DATE 12/12/1964

THOMAS HUTTON
 DEED RECORDS
 DEED NO. 12345
 DATE 12/12/1964