

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

Date: May 13, 2020

Mailing Address:
Kenneth W. Lowe
P.O. Box 30416
Sea Island, GA 31561

Project Location:
106 East 18th Street
Sea Island, GA 31561

Telephone: 513-708-7195

Fax: _____

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

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

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

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

SIA PROPCO II, LLC
c/o William M. McHugh, General Counsel
P.O. Box 30351
Sea Island, GA 31561

Cottage 57, LLC
104 Willow Street
Brooklyn, NY 11201

Describe the proposed activity (attach additional sheets as needed): Install underground stormwater detention system, construction of retaining wall and steps, and landscaping.

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

Signature of Applicant (not agent):  Date: 5/13/2020

Deed Book 3808 Page 145, Filed and Recorded 10/24/2017 at 01:52:25 PM
CFN #632017011871 Real Estate Transfer Tax \$9100.00 Ronald M. Adams
Clerk of Superior Court Glynn County, GA

After Recording Return to:

The Bishop Law Firm
777 Gloucester Street, Suite 401
Brunswick, Georgia 31520
BLF File # 2017-250

STATE OF GEORGIA
COUNTY OF GLYNN

Parcel No. 05-00792

LIMITED WARRANTY DEED

A CONVEYANCE, made effective as of the 23rd day of October, 2017 from
Susan C. Wainwright, as the First Party, to Kenneth W. Lowe, as Trustee of The Kenneth W.
Lowe Revocable Trust, as the Second Party.

WITNESSETH:

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

TRACT 1:

All that certain lot, tract or parcel of land lying, situate and being in G.M.D. 25, Sea
Island, Glynn County, Georgia, and shown as Parcel B on a survey plat titled Minor
ReSubdivision Plat of: Lots 8, 10, 11 & 12, Block 46, Sea Island Subdivision No. 1 by
Robert N. Shupe, G.A.R.L.S. No. 2224, dated June 8, 2005 and recorded in the Clerk
of Superior Court Office, Glynn County, Georgia in Cabinet 2, Plat 104 and being
more particularly described as follows:

Beginning at a Point located on the Northern right-of-way of Gascoigne Avenue
(A/K/A 18th Street); Said Point being 260.00 feet Easterly from the intersection of the
Eastern right-of-way of Sea Island Drive and the Northern right-of-way of Gascoigne
Avenue; Proceed thence North 38 Degrees 03 Minutes 40 Seconds East for a distance
of 106.38 feet to a 1/2" iron pin; Thence South 50 Degrees 00 Minutes 09 Seconds East
for a distance of 105.06 feet to a 1/2" iron pin; Thence South 51 Degrees 56 Minutes
20 Seconds East for a distance of 105.00 feet to a 1/2" iron pin; Thence South 38

Degrees 03 Minutes 40 Seconds West for a distance of 102.83 feet to a concrete monument on the Northern right-of-way of Gascoigne Avenue North 51 Degrees 56 Minutes 20 Seconds West for a distance of 210.00 feet to the point or place of beginning. Said lot or tract or parcel of land contains 21,780 square feet.

TRACT 2:

All that certain lot, tract or parcel of land situate, lying and being in G.M.D. 25, Sea Island, Glynn County, Georgia and shown as additional property on a survey plat by Robert N. Shupe, GA.R.L.S. No. 2224, titled "Parcel 'B' Block 46, and Additional Property, Sea Island Subdivision No. 1 (Revised), dated March 18, 2009, which plat is recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Book 31, Page No. 101 and being more particularly described as follows:

Commencing at a point located on the Northeastern right-of-way of Gascoigne Avenue (A.K.A. East Eighteenth Street) and being the Northwestern property corner for Parcel 'B'; said Point is 260.00 feet Southeasterly from the intersection of the Southeastern right-of-way of Sea Island Drive and the Northeastern right-of-way of Gascoigne Avenue (A/K/A East Eighteenth Street); proceed thence along the said right-of-way of Gascoigne and the Western property line of Parcel 'B' South 51 Degrees 56 Minutes 20 Seconds East for a distance of 210.00 feet to a Concrete Monument found and the Point or Place of Beginning; thence along the Southern property line of Parcel 'B' North 38 Degrees 03 Minutes 40 Seconds East for a distance of 103.83 feet to a 1/2" iron pin found and the Southeastern property corner of Parcel 'B'; thence along lands now or formerly owned by Sea Island Company South 51 Degrees 56 Minutes 20 Seconds East for a distance of 108.62 feet to a 1/2" capped iron pin set (SSC PC, LSF 317); thence along the lands now or formerly owned by Sea Island Company South 39 Degrees 34 Minutes 58 Seconds West for a distance of 49.36 feet to a 1/2" capped iron pin set (SSC PC, LSF 317); thence along the lands now or formerly owned by Sea Island Company South 37 Degrees 35 Minutes 01 Seconds West for a distance of 53.49 feet to a 1/2" capped iron pin set (SSC PC, LSF 317); thence along lands now or formerly owned by Sea Island Company North 51 Degrees 56 Minutes 20 Seconds West for a distance of 107.75 feet to a Concrete Monument found and the Point or Place of Beginning. Said lot, tract or parcel of land contains 11,079 Square Feet.

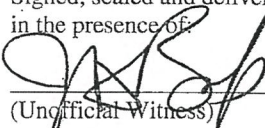
TO HAVE AND TO HOLD the real property above described and hereby conveyed, together with the improvements thereon, if any, and all and singular the rights, members and appurtenances thereunto belonging or in any manner appertaining, unto the Second Party, his successors and assigns, forever in fee simple.

AND THE FIRST PARTY HEREBY WARRANTS and will forever defend unto the Second Party, his successors and assigns, the right and title hereby conveyed in and to the real

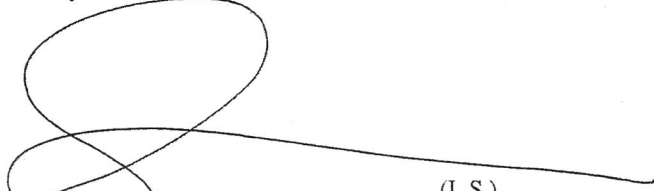
property above described as against the lawful claims and demands against the claims of any persons owning, holding or claiming by, through or under First Party.

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


Signed, sealed and delivered
in the presence of:



(Unofficial Witness)

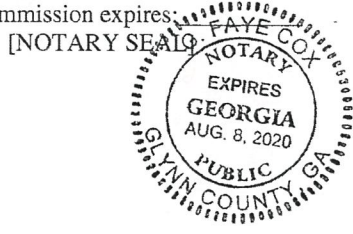


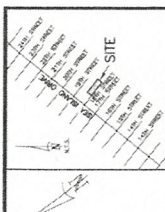
Susan C. Wainwright (L.S.)



Notary Public

My commission expires:





VICINITY MAP

**PARCEL 'B', BLOCK 46
AND ADDITIONAL PROPERTY,
SEA ISLAND SUBDIVISION NO. 1 (REVISED)**

TOTAL AREA = 32,859 SQ. FT.

PLANNING AND DESIGN GROUP, INC.

DATE: 12/15/2010

SCALE: 1" = 20'

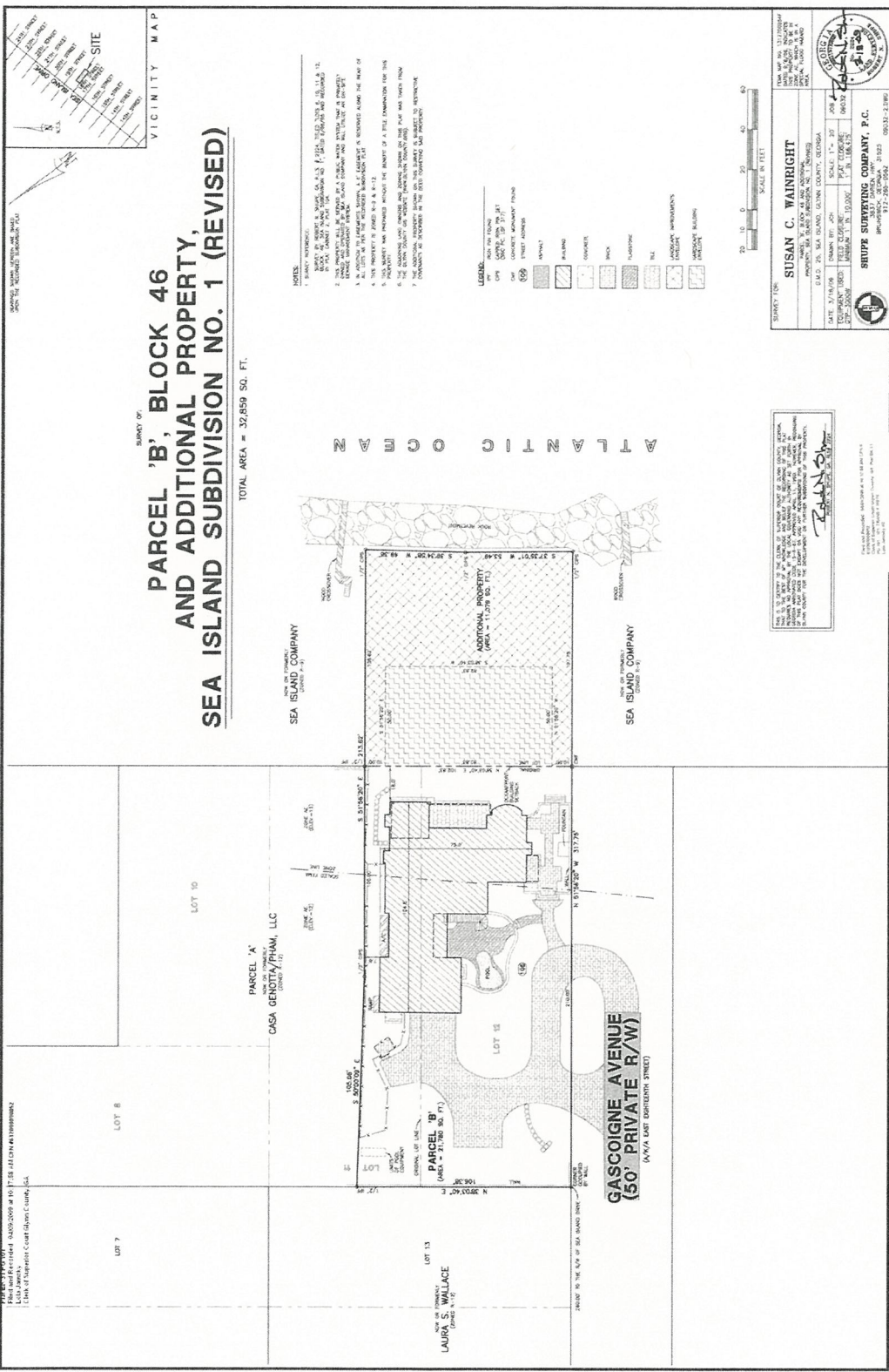
PROJECT NO. 101010101

SEA ISLAND SUBDIVISION NO. 1

PLANNING AND DESIGN GROUP, INC.

DATE: 12/15/2010

SCALE: 1" = 20'



- NOTES:**
1. EXISTING UTILITIES SHOWN AS DASHED LINES.
 2. THIS PROPERTY IS SUBJECT TO A DEED OF TRUST TO SECURE THE PAYMENT OF A MORTGAGE LOAN IN THE AMOUNT OF \$1,000,000.00, DATED 08/15/2008, IN FAVOR OF THE BANK OF AMERICA, N.A., AS LENDER, AND LAURA S. WALLACE, AS BORROWER.
 3. THIS PROPERTY IS SUBJECT TO A DEED OF TRUST TO SECURE THE PAYMENT OF A MORTGAGE LOAN IN THE AMOUNT OF \$1,000,000.00, DATED 08/15/2008, IN FAVOR OF THE BANK OF AMERICA, N.A., AS LENDER, AND LAURA S. WALLACE, AS BORROWER.
 4. THE PROPERTY IS ZONED R-1-A-12.
 5. THE PROPERTY IS SUBJECT TO A DEED OF TRUST TO SECURE THE PAYMENT OF A MORTGAGE LOAN IN THE AMOUNT OF \$1,000,000.00, DATED 08/15/2008, IN FAVOR OF THE BANK OF AMERICA, N.A., AS LENDER, AND LAURA S. WALLACE, AS BORROWER.
 6. THE PROPERTY IS SUBJECT TO A DEED OF TRUST TO SECURE THE PAYMENT OF A MORTGAGE LOAN IN THE AMOUNT OF \$1,000,000.00, DATED 08/15/2008, IN FAVOR OF THE BANK OF AMERICA, N.A., AS LENDER, AND LAURA S. WALLACE, AS BORROWER.
 7. THE PROPERTY IS SUBJECT TO A DEED OF TRUST TO SECURE THE PAYMENT OF A MORTGAGE LOAN IN THE AMOUNT OF \$1,000,000.00, DATED 08/15/2008, IN FAVOR OF THE BANK OF AMERICA, N.A., AS LENDER, AND LAURA S. WALLACE, AS BORROWER.

- LEGEND:**
- EXISTING UTILITIES
 - EXISTING CONCRETE DRIVEWAY
 - EXISTING CONCRETE WALKWAY
 - EXISTING STREET ADDRESS
 - EXISTING
 - PROPOSED
 - CONCRETE
 - BRICK
 - ASPHALT
 - PAVEMENT
 - EXISTING IMPROVEMENTS
 - EXISTING
 - PROPOSED



SUSAN C. WAINRIGHT
 PROJECT NO. 101010101
 DATE: 12/15/2010
 DRAWN BY: JCH
 CHECKED BY: JCH
 SCALE: 1" = 20'
 SHEET NO. 1 OF 1
 PROJECT: SEA ISLAND SUBDIVISION NO. 1
 SHEPPE SURVEYING COMPANY, P.C.
 10000 W. STATE STREET, SUITE 100
 JACKSONVILLE, FLORIDA 32212
 904-250-2000

Book 31 Page 101

bk31-pg101



VICINITY MAP

FILED
 DEPARTMENT OF REVENUE
 10-11-2011 10:01 AM
 State of Georgia
 (Seal)

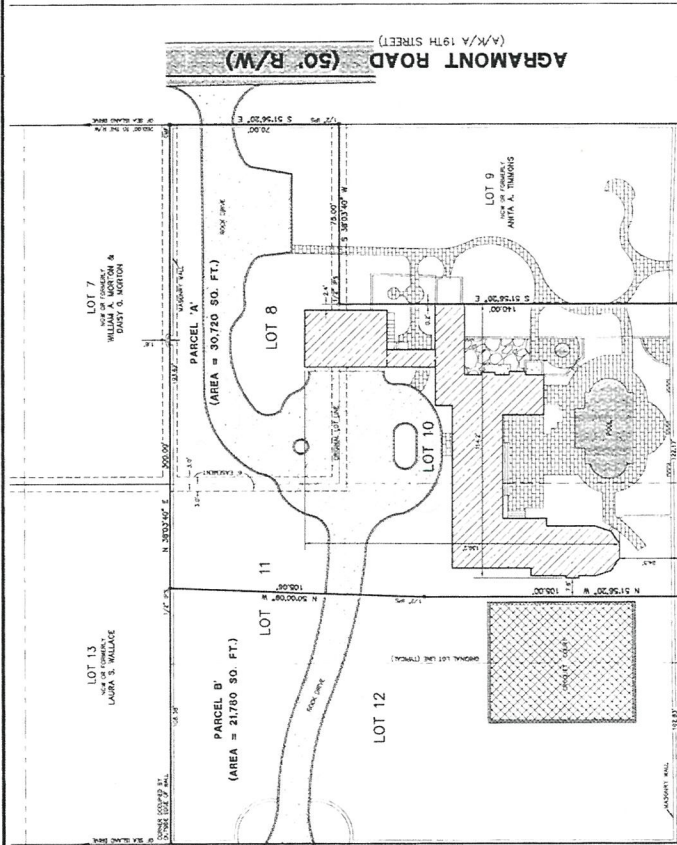
MINOR RESUBDIVISION PLAT OF:
**LOTS 8, 10, 11 & 12,
 BLOCK 46,
 SEA ISLAND SUBDIVISION NO. 1**
 TOTAL AREA = 1.205 ACRES

- NOTES:
1. SEE PLAT FOR ALL DIMENSIONS.
 2. THIS PROPERTY IS ZONED R-12.
 3. SEE PLAT FOR ALL DIMENSIONS.
 4. THIS PROPERTY IS ZONED R-12.
 5. SEE PLAT FOR ALL DIMENSIONS.

LEGEND:
 --- 50' R/W
 --- 50' R/W
 --- 50' R/W



SURVEY FOR
DR. ZOE JONES
 LOTS 8, 10, 11 & 12, BLOCK 46, SEA ISLAND SUBDIVISION NO. 1
 QUAD 28, SEA ISLAND, GANN COUNTY, GEORGIA
 DATE 8/20/09 DRAWN BY JPH JOB # 09-0007
 SCALE 1" = 20'
 SHEET NO. 1 OF 1
 SHEET TOTAL 1 OF 1
 SHEET TOTAL 1 OF 1
SHIPP SURVEYING COMPANY, P.C.
 3001 N. 10TH STREET, SUITE 200
 ATLANTA, GA 30309
 (404) 525-8888
 (404) 525-8888



PROPERTY OF
SEA ISLAND COMPANY



ATLANTIC OCEAN

Cabinet 2 Plot 104

AMENDMENT TO THE TRUST AGREEMENT OF KENNETH W. LOWE
DATED FEBRUARY 15, 2012

WHEREAS, on February 15, 2012, KENNETH W. LOWE as Grantor, executed a Trust Agreement with KENNETH W. LOWE as Trustee;

WHEREAS, the Trust Agreement provides that the Grantor may at any time modify or revoke it by written notice delivered to the Trustee; and

WHEREAS, on August 8, 2013, the Grantor amended the Trust Agreement in part;

WHEREAS, on March 10, 2019, the Grantor amended the Trust Agreement in its entirety;

WHEREAS, on May 29, 2019, the Grantor amended the Trust Agreement in its entirety;

WHEREAS, Grantor now desires to amend the Trust Agreement of February 15, 2012, as amended; and

NOW, THEREFORE, the Revocable Trust Agreement of February 15, 2012, as amended, is hereby modified in part, to read as follows:

A. Grantor hereby amends paragraph 1 of Article VI to read as follows:

1. **Vesting of Trust.** It is Grantor's intention that this trust be administered in accordance with the provisions of O.C.G.A. 44-4-201. The Trustee has the unlimited power to sell any or all trust assets at any time. Upon the expiration of the period set forth in O.C.G.A. 44-4-201, then all trusts shall terminate and the assets thereof shall be distributed outright to those beneficiaries (and in the same proportions) as are then receiving, or are then eligible to receive, the income therefrom.

B. Grantor hereby amends paragraph 5 of Article X to read as follows:

5. **Applicable Law.** The trust hereby created shall be governed by the laws of the State of Georgia.

C. In all other respects, the Grantor hereby ratifies the provisions of the KENNETH W. LOWE Revocable Trust dated February 15, 2012, as amended.

[The remainder of this page is intentionally left blank]

[Signature Page to Follow.]

Amendment to the Kenneth W. Lowe Revocable Trust

The Grantor and the Trustee have executed this Amendment of Trust Agreement as of this 14th day of December, 2019.

IN THE PRESENCE OF:

[Signature]

[Signature]
KENNETH W. LOWE
Grantor and Trustee

Taron E. Herriw
As to the Grantor and Trustee

STATE OF Georgia)
) SS:
COUNTY OF Glynn)

We, KENNETH W. LOWE, James A. Bishop and Taron Herriw, the Grantor and the witnesses respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor in the presence of witnesses, signed the instrument as an Amendment to his Trust Agreement, that the Grantor signed (or directed another to sign), and that each of the witnesses, in the presence of the Grantor and in the presence of each other, signed the amendment to the Trust Agreement as a witness.

[Signature]
KENNETH W. LOWE

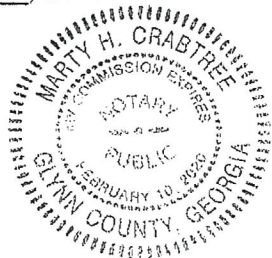
WITNESSES:

[Signature]
Taron E. Herriw

Subscribed and sworn to before me, by KENNETH W. LOWE, the Grantor, and by James A. Bishop and Taron Herriw, the witnesses, all who are personally known to me, on this 14th day of December, 2019.

[Signature]
Notary Public

KTBH: 4837-6812-4332, v. 1



ARTICLE IX

POWERS OF TRUSTEE

The Trustee shall have all the powers and authorities which are now or may hereafter be conferred by law upon Trustees, and, in addition, the Trustee shall, subject to the limitations of Article X, paragraph 7 hereof, in the administration of the trust, have full power and authority in the Trustee's Discretion:

1. **General.** To hold and control all of the property in the trust, to collect all income thereof and to pay all taxes, expenses, and liabilities incurred in connection with the administration and management of the trust.

2. **Stocks, Bonds, Real or Personal Property.** To purchase, sell, and exchange, such stocks (including by way of example only the stock of any corporate Trustee hereunder, the Trustee's parent or affiliate [hereinafter referred to as "Trustee's stock"]), bonds or other investments or property, real, or personal including participation in any Common Trust Fund established and maintained by the Trustee for the collective investment of fiduciary funds, all without reference to the laws of any state, court order, or the rules of any court governing the investments of trustees; except, however, that any investment in Trustee's stock shall be made only upon the direction of Grantor during Grantor's lifetime, or after Grantor's death or during any period when Grantor may be unable to act for any reason, upon the direction of Grantor's spouse, or if neither Grantor nor Grantor's spouse is able to act for any reason, then by the direction of a majority of the adult beneficiaries then entitled to receive or who in the Trustee's Discretion may then receive income hereunder. Any sale or other disposition of any property may be for cash or upon such terms of credit or otherwise as the Trustee may deem advisable.

3. **Retention of Trust Assets.** To hold any of the property received by the Trustee hereunder, in the same form of investments as that in which it was received, without liability for loss or depreciation resulting from such retention, although it may not be of the character of investments permitted by law to trustees and although it represents a large percentage of the total value of the trust.

4. **Borrowing and Pledge of Trust Assets.** To borrow from any person, firm or corporation, or from the banking department of any corporate trustee serving hereunder, upon such terms and conditions as the Trustee deems advisable for carrying out the purposes hereunder; to give notes therefor, with or without power of attorney to confess judgment; and to secure the payment of such loans by a pledge or mortgage of any or all of the property in the trust; to make loans as an investment upon such terms and conditions as the Trustee deems appropriate, with or without security; subject, however, to the other terms of this agreement even if the term of the loan extends beyond the term of this trust.

5. **Title of Trust Assets.** To hold or transfer any of the securities or other property in the trust in the name of the Trustee in or to bearer form or in the name of a nominee without disclosing any fiduciary relationship, but such registration shall neither increase nor decrease the liability of the Trustee.

6. **Real Property.** To purchase real estate and to convey, with or without warranty, lease perpetually, or for a term of years, irrespective of the period of the trust, with or without privilege of purchase, transfer or exchange any property held in the trust estate at any time at such prices and upon such terms and conditions and in such manner as the Trustee deems advisable.

7. **Cash.** To accumulate and retain cash in Fund B and Fund C and keep the same uninvested for such length of time as the Trustee may deem advisable and to invest in and retain non-income producing securities or property and wasting assets in Fund B and Fund C.

8. **Estate Matters.** To purchase, upon the request of the executor or administrator of Grantor's estate, securities or other property, real or personal, from the executor or administrator of Grantor's estate. The Trustee shall not be responsible or liable for any loss resulting to the trust estate by reason of such purchase.

9. **Principal and Income.** To determine in cases of doubt whether money or property coming into the Trustee's possession shall be treated as principal or income, to charge or apportion expenses, losses and taxes as the Trustee deems proper. If amounts received by the Trustee are characterized by the Internal Revenue Code of 1986 as income, then the Trustee may characterize all such amounts as income despite any provisions of state law relating to the characterization of principal and income. If securities are taken or purchased for the trust at a premium or at a price greater than their par value, the Trustee shall not be required to amortize such premiums or to set aside any part of the income as a sinking fund to retire or absorb such premiums and if securities are taken or purchased for the trust at a discount, or at a price less than their par value, the Trustee shall not be required to treat or accrue as income any part of such discount.

10. **Stock and Bond Rights.** To exercise all rights with respect to any stocks, bonds or other securities or property, real or personal, held hereunder, and all persons, firms and corporations are authorized to deal with the Trustee in connection with said property as if the Trustee were the sole owner thereof. Provided, however, that shares of Trustee's stock shall be voted by the corporate Trustee or proxies given to others only if and as directed in writing by the Grantor, during Grantor's lifetime or after Grantor's death or during any period when Grantor may be unable to act for any reason, upon the written direction of Grantor's spouse, or if Grantor's spouse should be unable to act for any reason, then by the written direction of a majority of the adult beneficiaries then entitled to or who may receive income hereunder.

11. **Separate Shares Permissible.** To invest and keep invested all or any part of the property of the separate shares held in Fund B and Fund C hereunder in one

fund, allocating to each such share an undivided interest in the fund in proportion to such share's contribution thereto.

12. **Outside Advisors.** To employ or consult with agents, advisors and legal counsel, other than the regular employees of any corporate Trustee in connection with the Trustee's duties hereunder, and to determine and pay such persons, firms or corporations the reasonable value of their services.

13. **Compromise.** To compromise and adjust any and all claims in favor of or against the trust and in case of any litigation involving the trust, to arbitrate, settle or adjust any matters in controversy.

14. **Execution of Contracts and Voting.** To make, execute and deliver all contracts, deeds, assignments, proxies, powers and other instruments, and to do in general any and all things for the preservation and management of the trust.

15. **Life Insurance.** To pay from Fund B and Fund C premiums on all insurance policies owned by Grantor on the date of Grantor's death on the life of anyone other than Grantor, and to purchase and carry in Fund B and Fund C new policies of insurance on the life of anyone in whose life the beneficiaries of Fund B and Fund C would have an insurable interest.

16. **Distributions.** To distribute income or principal of the trust in cash or in kind, including non-pro rata distributions in kind.

17. **Business Interests.** To participate in the conduct of any business in which the trust holds stock, delegate to others Discretionary power to take any actions with respect to its management and affairs, including becoming a party to a voting trust agreement and an agreement of which the Trustee is the voting trustee or one of them, and invest additional capital in, subscribe to additional stock or securities of, or lend money or credit with or without security to such business. The Trustee may rely upon the reports of accountants as to the operation and financial condition of any such business, corporation or otherwise, without conducting its own investigation.

18. **Options, Warrants, Puts and Calls.** To buy, sell and deal in options as writer of call options against securities, stocks, convertible preferred stock, convertible bonds and warrants whether or not they are owned by the trust, i.e., covered or uncovered options, to repurchase written call options in a closing transaction, to deliver the securities for cash if the option is exercised, to buy, sell and deal in "put" options for securities, stock, convertible preferred stock, convertible bonds and warrants, whether or not they are owned by the trust, i.e. covered or uncovered options, to resell "put" options in a closing transaction and to receive the securities for cash if the option is exercised.

19. **Margin.** To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee.

20. **Disclaimers.** To disclaim, on behalf of the Trust as a disclaimant under the Uniform Disclaimer of Transfers by Will, Intestacy or Appointment Act, applicable state law, Internal Revenue Code Section 2518, or any law of similar import. In deciding whether to exercise the right to disclaim, the Trustee shall consider the estimated income, estate, and inheritance tax (federal, state and local) payable by reason of the exercise or non-exercise of the disclaimer upon any beneficiary of this Trust or other member of Grantor's family and any other factors that the Trustee considers relevant. The Trustee shall have no liability to any beneficiary of Grantor's estate or of this Trust or to any member of Grantor's family for any decision made with respect to any disclaimer.

21. **Investments with Affiliates of Trustee.** The Trustee is hereby authorized to invest assets of the Trust with subsidiaries and/or affiliates of the Trustee for investment management and/or brokerage services to the Trust and to pay fees to such subsidiaries or affiliates, including commissions for the execution of any transaction and payments for the investment advisory services. Such payments from any Trust administered hereunder shall constitute an expense of administration without any reduction of or credit against the fee otherwise due to the Trustee hereunder. Any Trustee recommendation will include a general description of any compensation or fees that the subsidiary or affiliate will receive with respect to such transaction or services. The Trustee shall also be permitted to invest in any funds managed by any subsidiary or affiliate of the Trustee. The management fees for any account of the Trust paid to the subsidiary or affiliate of the Trustee will be disclosed as well as whether there is any sales load or purchase charge with respect to the investment in such funds.