



**CITY OF KINGSLAND, GEORGIA**  
**CITY COUNCIL**  
**AGENDA • APRIL 13, 2026**

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**Regular Meeting**

**City Council Chamber**

**6:00 PM**

107 South Lee Street - City Hall, Kingsland, GA 31548

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**I. PUBLIC HEARING - STARTS AT 6:00PM**

1. Public Hearing for the purpose of considering an alcohol license for Hardika Patel with Sheeraj26, Inc. dba Snappy Foods located at 1870 Harriett's Bluff Road. The purpose of the alcohol license is to sell packaged beer and wine.

Hardika Patel with Shreeaj26 Inc., dba Snappy Foods, has applied for an alcohol license for the sale of packaged beer and wine. The business is located at 1870 Harrietts Bluff Road.

**II. CALL TO ORDER AND WELCOME GUESTS**

**III. ROLL CALL**

Charles Grayson Day Jr., Mayor  
Paul Chamberlin, Councilman  
Farran Fullilove, Councilman  
Kristy Chance, Councilwoman  
Alex Blount, Mayor Pro Tem

**IV. INVOCATION AND PLEDGE TO THE FLAG**

**V. CONSENT DOCKET**

1. Approve the Council Minutes of the last regular Council Meeting
2. Approve the Agenda as Presented
3. Approve the Payments of Accounts Payable as Due and Funds Available

**VI. GRANTING AUDIENCE TO THE PUBLIC**

**VII. OLD BUSINESS**

1. Special Use Permit - 133 Lake Manor Drive - Parcel 107T 039

Sabrina Hannan, with Timeless Care Homes, LLC has applied for a Special Use Permit to be able to operate a Personal Care Home at her residence, located at 133 Lake Manor Drive.

Personal Care Homes are inspected and subject to the rules of the Department of Human Resources and are not regulated by The City of Kingsland. Zoning is PD/R-1.

The Planning Staff does not recommend approval.

If approved, the Planning Staff recommends adding the following condition:

- 1) At any time, there may be no parking in the street.

**Planning Commission and staff does not recommend approval.**

**VIII. PLANNING AND ZONING**

**1. Right of Way Acceptance - Lake Juniper Phases IV & V**

Charles Gilman, Jr., with Lake Manor West, LLC has submitted a Quit-Claim Deed requesting the City of Kingsland to accept a 60-foot right of way (ROW) including all infrastructure within the continuation of Verano Street and all of Whistler Drive and Sundance Street. An inspection of the infrastructure was completed by the Planning Dept. and Public Works on November 1, 2025, and all infrastructure was in good working order. Zoning is PD/R-1.

**Planning Commission Recommends Approval**

**2. Home Occupation - 138 Laurel Marsh Way-Parcel 120F 058**

Dustin Hanson has applied for a Home Occupation Permit for a land clearing business known as "Hanson Land Solutions, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1.

**Planning Commission Recommends Approval**

**3. Home Occupation - 207 Norwood Drive - Parcel 082N 008A**

Brenda Prestridge has applied for a Home Occupation Permit for a residential cleaning business known as "B's Cleaning". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

**Planning Commission Recommends Approval**

**4. Special Use Permit - 451 East Hilton Avenue - Parcel K16 01 015**

Jared Murphy, with Elite Land Development Group, Inc., is requesting a Special Use Permit to be able to continue the existing use of a laydown yard and outside equipment storage on parcel K16 01 015. Zoning is R-1

Planning Staff recommends approval with the following conditions:

- 1) Applicant must install opaque fencing and approved landscaping along the property that fronts East Hilton Avenue.
- 2) Hours of Operation will be from 7:00 am to 6:00 pm Monday–Saturday.

**Planning Commission Recommends Approval with the recommended conditions by a vote of 3-1.**

**5. Special Use Permit - 162 Verano Street - Parcel 107T02 059**

Evelynn Ralston is requesting approval of a Special Use Permit to be able to operate an in home children's daycare (maximum of 6 children) at her residence located at 162 Verano Street. Zoning is PD/R-1. Planning Staff recommends approval with the following conditions:

- 1) Hours of Operation will be Monday — Friday from 7:00 am to 6:00 pm.
- 2) No parking of vehicles in the street.

**Planning Commission Recommends Approval with the following conditions: 1. Hours of Operation will be Monday-Sunday 5:30am- 6:00pm at the request of the applicant. 2. No parking of vehicles in the street**

**6. Re-Plat - Laurel Preserve Phase 1A**

Ron Sawyer with Sawdawg, LLC has submitted an application for a Re-Plat of Laurel Preserve Phase 1A, consisting of 18 single family lots on approximately 4.5 acres. The purpose of the Re-Plat is to revise the amenity center tract and lots 53 and 54. This will remove the easement across tract 2 and add an easement along common lot lines of lots 53 and 54. Zoning is PD/R-1.

**Planning Commission Recommends Approval****IX. NEW BUSINESS**

1. Approval of: Public Hearing for the purpose of considering an alcohol license for Hardika Patel with Sheeraj26, Inc. dba Snappy Foods located at 1870 Harriett's Bluff Road. The purpose of the alcohol license is to sell packaged beer and wine.

Hardika Patel with Shreeaj26 Inc., dba Snappy Foods, has applied for an alcohol license for the sale of packaged beer and wine. The business is located at 1870 Harrietts Bluff Road.

2. Approval of: Resolution 2026-08 - Readoption of the Georgia Municipal Association Certified City of Ethics

3. Approval of: Amended bid award for Cured In Place Pipe (CIPP)

Amending the Cured In Place Pipe bid award for an additional \$1,792.00 to increase 60 LF of pipe to 66 LF. Total bid award is \$74,120.00.

**Staff recommends approval.**

4. Approval of: EPD Consent Order

Approval of EPD Consent Order

**Staff recommends approval**

5. Bid Award: Purchase of Infield Groomer for Parks Department

The City solicited bids for the purchase of an Infield Groomer for the Lions Park ball fields. Two bids were received, both submitted by Wesco Turf. The first proposal is for a 2024 Toro 6040 (demo model), and the second proposal is for a 2026 Toro 6040 (new model). Funding for this purchase will be provided through PSA SPLOST 8 funds designated for the Kingsland Lions Park in the amount of \$38,369.60, with the remaining \$1,260.16 to be funded from the City's General Fund Parks Department budget.

**Staff recommends awarding the purchase to Wesco Turf for the 2026 Toro 6040 (new model) for \$39,629.76 based on equipment condition and long-term reliability.**

6. Approval of: Disposal of Surplus Real Property.

Approval of sales agreement and authorization to transfer deed for parcels K08 01 003 and K08 01 003G

**Staff recommends approval.**

7. Approval of: Bid Award for Laurel Island (AA) Pump Station Upgrades and Sewer Force

## Main

**City Engineer recommends low bidder, Legacy Water Group, LLC at a total base bid amount of \$2,775,395.00**

8. Approval of: Lakes Boulevard East Change Order #1

**Change Order #1** for 1) Conversion of 4.57 acres of road shoulder ROW area from sod as originally bid to hydroseed grassing, and 2) Installation of a pedestal inlet at the northwest corner of the Wildcat and Lakes Blvd East intersection where the two RCP drainage culverts converge. The two changes, if approved, will reduce the total project cost by \$123,242.

**Staff recommends approval**

**X. MAYOR AND COUNCIL ANNOUNCEMENT**

**XI. ADJOURNED**



## Planning and Community Development

### Updated Staff Report

**Planning Commission Meeting Date:** March 2, 2026

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Special Use Permit- Parcel # 107T039

#### **Background:**

The parcel is zoned PD/R-1 and is located in the Lake Manor Subdivision. Personal Care Homes are not listed as a permitted use in KLADO. However, a Special Use Permit can be granted for the use to be allowed. Personal Care Homes may have up to 6 patients at one time and patients will have 24/7 medical care. The patients can have visitors anytime during the daytime operating hours, however, the patients are not allowed to leave the residence unsupervised. The applicant has stated she will have four employees and will have food and medical deliveries up to 3 times a week. The residence driveway is large enough to park up to 8 vehicles at one time.

This is the first time that a SUP has been requested for this type of use in the 7 years I have been the Planning Director.

#### **Summary:**

Sabrina Hannan, with Timeless Care homes, LLC has applied for a Special Use Permit to be able to operate a Personal Care Home at her residence, located at 133 Lake Manor Drive. Personal Care homes are inspected and subject to the rules of the Department of Human Resources and are not regulated by the City of Kingsland.

**Zoning:** PD/R-1

**Is Proposal Consistent with the Comprehensive Plan?** No

**Staff Recommendation:** Planning Staff recommends denial of the permit due to the following; *Based on the evidence in the record and the applicable Special Use Permit criteria, the requested use is not compatible with the character and infrastructure of the surrounding PD/ R-1 neighborhood. The subject property is located within a low-density*



The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

*residential area served by narrow streets, limited parking capacity, and a single point of ingress and egress, which together present constraints for traffic circulation, on-site parking, and emergency vehicle access. The proposed use, which involves continuous 24-hour operations, staff shifts, visitor activity, and service-related deliveries, would introduce an intensity of use that is not adequately supported by the existing site conditions and would adversely affect the health, safety, and welfare of the surrounding neighborhood. This determination is based solely on site-specific and land use considerations and is unrelated to the identity or characteristics of the individuals who may reside at the facility.*

**If approved, Planning Staff recommends to add the following condition:**

- 1) At any time, there may be no parking in the street.**

Scott L. Kimball  
Planning & Zoning Director



APPLICATION FOR SPECIAL USE PERMIT  
Kingsland, Georgia

March Agenda  
240180

This Application must be filed with the Planning & Zoning Administrator at least 26 days before the Planning Commission meeting at which it will be heard. The Kingsland Planning Commission will hold at least one public hearing and make a recommendation about your request within 45 days of the date you file a complete application. The City Council will then issue or deny the permit.

TO BE COMPLETED BY APPLICANT:

- Your Name: Sabrina N Hannan Phone: [REDACTED]  
Mailing Address: 133 Lake Manor Drive Kingsland GA 31548
- The Planning & Zoning Administrator informed me that a special use permit is required at the time I applied for (check one):  
 A Zoning Amendment (rezoning)  
 A home occupation  
 Other Special use permit
- Location of property:  
Street Address 133 Lake Manor Drive Kingsland GA 31548  
Parcel No. 107T039 Lot No. 039
- Present Zoning PD/R-1
- Owner of property, if not you: (Name, Address & Phone Number, please)  
SAME
- Proposed use of property: Personal Care Home as outlined in GA Rule 111-8-62-.03(bb)

TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR:

- Has the correct fee been paid?  
 Yes ( ) No Amount \$ 300.
- Date complete application filed: \_\_\_\_\_
- List of attachments:  
 Simple map with property owner's name  
 Site Plan  
 Other
- Public hearing:  
 Date applicant notified: 2/11/26  
 Date hearing advertised: 2/19/26  
 Date hearing held: 3/2/26
- Planning Commission recommended:  
 Approval ( ) Denial Date: \_\_\_\_\_  
 Conditions of approval or reasons for denial: \_\_\_\_\_
- City Council: ( ) Approved ( ) Denied  
 Conditions of approval or reasons for denial: \_\_\_\_\_
- Date applicant notified of final action: 3/10/26

NOTE: PLEASE ATTACH A SITE PLAN OR SURVEY PLAT AND SPECIAL PERMIT FEE OF \$300. THESE ITEMS MUST BE SUBMITTED WITH THE COMPLETED APPLICATION. If your property is in any multi-family, mobile home, commercial or industrial zoning district, you are required to submit a site plan at the time you file this application. YOUR PRESENCE OR THAT OF YOUR REPRESENTATIVE IS ENCOURAGED AT THE PLANNING COMMISSION PUBLIC HEARING.

Signed: [Signature] Date: 2/10/26

# Application for Special Use Permit

Timeless Care Homes LLC  
Owner/Operator: Sabrina Hannan, BSN, RN  
Address: 133 Lake Manor Drive  
Kingsland, Georgia 31548

## Table of Contents

- 1 Medical Credentials for Owner/Operator
- 2 House Plan and Use of Residence
- 3 Number of Clients and Employees
- 4 Anticipated Food and Medication Deliveries

## 1. Medical Credentials

This personal care home will be owned and operated by Sabrina Nicole Hannan, Registered Nurse, a licensed healthcare professional in the State of Georgia.

### License Information:

- 1 Name: Sabrina Nicole Hannan, RN
- 2 Georgia License Number: RN263314
- 3 License Type: Registered Professional Nurse – eNLC (Multistate)
- 4 Status: Active and Unencumbered
- 5 Original Issue Date: November 22, 2016
- 6 Expiration Date: January 31, 2027

Ms. Hannan holds a multistate nursing license through the Nurse Licensure Compact (NLC), authorizing practice in Georgia and numerous additional states. Her license is in good standing with no restrictions or disciplinary actions.

As an experienced registered nurse, Ms. Hannan is fully qualified to oversee the daily operations of a personal care home and ensure that residents receive safe, compassionate, and professional care.

## 2. Use of the Residence

The residence located at 133 Lake Manor Drive, Kingsland, Georgia 31548 is proposed to be used as a licensed Personal Care Home serving up to six (6) residents.

The home will operate in full compliance with all applicable Georgia laws and regulations governing personal care homes, including the Georgia Department of Community Health Rules and Regulations for Personal Care Homes (Rule 111-8-62).

### Operational Purpose

- 1 A safe and supportive residential environment
- 2 Assistance with activities of daily living
- 3 Medication supervision and management
- 4 Nutritious meals and social engagement
- 5 Personal care services delivered with dignity and respect

### All operations will adhere to state requirements regarding:

- 1 Resident rights
- 2 Staffing standards
- 3 Fire and life safety
- 4 Medication administration
- 5 Record keeping

6 Emergency preparedness

#### **Home Layout and Safety**

- 1 Bedrooms will be used for resident living accommodations
- 2 Common areas will be used for meals, activities, and social interaction
- 3 The kitchen will be used for meal preparation
- 4 The garage will be used for storage
- 5 A secured hallway closet will serve as the locked medication storage area in compliance with Rule 111-8-62-.20

#### **Fire Safety Compliance**

In accordance with Georgia Rule 120-3-3-.04 (State Minimum Fire Safety Standards), personal care homes serving six (6) or fewer residents are exempt from mandatory sprinkler installation. The home will fully comply with all other required fire safety and life safety standards applicable to small personal care homes.

### **3. Number of Clients and Employees**

#### **Number of Clients**

- 1 The home will serve up to six (6) residents at a time, in accordance with Rule 111-8-62-.21
- 2 Each bedroom will house one (1) to two (2) residents
- 3 Total occupancy will never exceed six residents

This size allows for personalized attention, quality supervision, and a true home-like environment.

#### **Staffing Plan**

- 1 Up to two (2) employees will be present at the home at any given time
- 2 Staffing levels will meet or exceed Georgia regulatory requirements

All employees will meet the qualifications established under Rule 111-8-62-.09 (Staffing and Personnel Requirements), including:

- 1 Satisfactory criminal background checks
- 2 Required orientation and annual training
- 3 Education in resident rights, emergency procedures, infection control, and personal care assistance
- 4 Ongoing supervision and competency evaluation

These measures will ensure that all residents receive safe, respectful, and competent care.

### **4. Food and Medication Deliveries**

#### **Food Services**

- 1 Nutritious meals will be prepared on-site
- 2 Dietary needs and physician-ordered restrictions will be strictly followed
- 3 Grocery and food deliveries are anticipated approximately 3 times per week

#### **Medication Management**

- 1 Medications will be securely stored in a locked area
- 2 Medication administration will follow Georgia regulations and physician orders
- 3 Pharmacy and medication deliveries are anticipated approximately 3 times per week

Consistent delivery schedules will support:

- 1 Proper nutrition
- 2 Continuity of care
- 3 Medication compliance
- 4 Regulatory compliance
- 5 Overall resident safety

## **Conclusion**

Timeless Care Homes LLC is committed to providing high-quality, compassionate care to elderly and disabled adults in a safe, residential setting. Approval of this Special Use Permit will allow a much-needed service to operate within the Kingsland community.

This home will be operated with full respect for residents, neighbors, and all applicable state and local regulations.

Thank you for your consideration of this application.



# QuickConfirm License Verification Report

Primary Source Boards of Nursing Report Summary for

## SABRINA NICOLE HANNAN [NCSBN ID: 23228134]

As of Wednesday February 04 2026 11:24:56 AM US Central Time

### Disclaimer of Representations and Warranties

Through a written agreement, participating individual state boards of nursing designate Nursys as a primary source equivalent database. NCSBN posts the information in Nursys when, and as, submitted by the individual state boards of nursing. NCSBN may not make any changes to the submitted information and disclaims any responsibility to update or verify such information as it is received from the individual state boards of nursing. Nursys displays the dates on which a board of nursing updated its information in Nursys.

This report is not sufficient when applying to another board of nursing for licensure. Use the "Nurse License Verification for Endorsement" service to request the required verification of licensure.

Contact the board of nursing for details about the Nurse Practice Act, which includes nurse scope of practice and privileges and information about advanced nursing practice roles (practice privileges, prescription authority, dispensing privileges & independent practice privileges).

**UNENCUMBERED** means that the nurse has a full and unrestricted license to practice by the state board of nursing.

This report does not contain SABRINA NICOLE HANNAN's licenses from: **FLORIDA (RN), NORTH CAROLINA (RN)**

For a full report please visit [www.nursys.com](http://www.nursys.com) and print the report of all licenses.

Name on License	Type	License State	License	Active	License Status	License Original Issue Date	License Expiration Date	Compact Status
HANNAN, SABRINA NICOLE	RN	GEORGIA	RN263314	YES	UNENCUMBERED	11/22/2016	01/31/2027	MULTISTATE

Where can the nurse practice as an RN and/or PN?	
<b>Authorized to Practice in</b>	ALABAMA (RN) ARIZONA (RN) ARKANSAS (RN) COLORADO (RN) CONNECTICUT (RN) DELAWARE (RN) FLORIDA (RN) GEORGIA (RN) GUAM (RN) IDAHO (RN) INDIANA (RN)
	ILLINOIS (RN) IOWA (RN) KANSAS (RN) KENTUCKY (RN) LOUISIANA (RN) MAINE (RN) MARYLAND (RN) MISSISSIPPI (RN) MISSOURI (RN) MONTANA (RN) NEBRASKA (RN) NEW HAMPSHIRE (RN) NEW JERSEY (RN) NEW MEXICO (RN) NORTH CAROLINA (RN) NORTH DAKOTA (RN) OHIO (RN) OKLAHOMA (RN)
	PENNSYLVANIA (RN) RHODE ISLAND (RN) SOUTH CAROLINA (RN) SOUTH DAKOTA (RN) TENNESSEE (RN) TEXAS (RN) UTAH (RN) VERMONT (RN) VIRGINIA (RN) WASHINGTON (RN) WEST VIRGINIA (RN) WISCONSIN (RN) WYOMING (RN)

IOWA (RN)  
KANSAS (RN)  
KENTUCKY (RN)

APRN authorization to practice details are not available.

**UNENCUMBERED** means that the nurse has a full and unrestricted license to practice by the state board of nursing.

## License type information

- **RN:** Registered Nurse
- **RN:** Registered Nurse
- **PN:** Practical Nurse (aka Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- **CNP:** Certified Nurse Practitioner
- **CNS:** Clinical Nurse Specialist
- **CNM:** Certified Nurse Midwife
- **CRNA:** Certified Registered Nurse Anesthetist

## License status information

- Unencumbered (full unrestricted license to practice)
- Cease & Desist
- Denial of License
- Expired
- Other license action
- Probation
- Reprimand
- Restriction
- Revoked
- Suspension
- Voluntary agreement to refrain from practice
- Voluntary Surrender

## Nurse Licensure Compact (NLC) information

- **Multistate licensure privilege:** Authority to practice as a licensed nurse in a remote state under the current license issued by the individual's home state provided both states are party to the Nurse Licensure Compact (NLC) and the privilege is not otherwise restricted.
- **Single state license:** A license issued by a state board of nursing that authorizes practice only in the state of issuance.
- **Privilege to Practice (PTP):** Multistate licensure privilege is the authority under the Nurse Licensure Compact (NLC) to practice nursing in any compact party state that is not the state of licensure. All party states have the authority in accordance with existing state due process law to take actions against the nurse's privilege such as: revocation, suspension, probation or any other action which affects a nurse's authorization to practice.



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# Professional Licensee Search

[← BACK TO SEARCH](#)

## Licensee Details

## Licensee Information

**FIRST NAME** Sabrina

**MIDDLE** Nicole

**LAST NAME**

Hannan

**ADDRESS**

Kingsland GA 31548

## Primary Source License Information

**LICENSE NUMBER**

RN263314

**PROFESSION** Nursing

**LICENSE TYPE**

Registered Professional Nurse - eNLC (MultiState)

**SUB TYPE**

-

**OBTAINED BY**

Exam-US

**STATUS** Active

**ISSUED** 09/08/2023

**EXPIRES** 01/31/2027

**LAST RENEWAL DATE** 12/16/2024

## Associated Licenses

**LICENSEE** Sabrina Nicole Hannan

**PROFESSION TYPE** Nursing

**LICENSE NUMBER**

RN263314

**LICENSE STATUS** Active

**TYPE** Prerequisite

**ASSOCIATION DATE** 08/29/2025

**DISASSOCIATION DATE**

-

**EXPIRY**

01/31/2027

## Public Board Orders

**NO BOARD ORDER DOCUMENTS**

**Document**

**NO DOCUMENTS**

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 404-9966 (tel:404-424-9966).

424-

# ADVANCED CARDIOVASCULAR LIFE SUPPORT

**ACLS  
Provider**



**Sabrina Nicole Hannan**

**has successfully completed the cognitive and skills evaluations  
in accordance with the curriculum of the American Heart Association  
Advanced Cardiovascular Life Support (ACLS) Program.**

**Issue Date**

1/1/2025

**Renew By**

01/2027

**Training Center Name**

STAT Life Medical Training, LLC

**Instructor Name**

Derek Nowell

**Training Center ID**

FL20284

**Instructor ID**

09110050471

**Training Center City, State**

Neptune Beach, FL

**eCard Code**

255406157339

**Training Center Phone  
Number**

(904) 237-2658

**QR Code**



**Training Site Name**

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to [www.heart.org/cpr/mycards](http://www.heart.org/cpr/mycards).

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# BASIC LIFE SUPPORT

**BLS  
Provider**



**Sabrina Nicole Hannan**

**has successfully completed the cognitive and skills evaluations  
in accordance with the curriculum of the American Heart Association  
Basic Life Support (CPR and AED) Program.**

**Issue Date**

1/1/2025

**Training Center Name**

STAT Life Medical Training, LLC

**Training Center ID**

FL20284

**Training Center City, State**

Neptune Beach, FL

**Training Center Phone  
Number**

(904) 237-2658

**Training Site Name**

**Renew By**

01/2027

**Instructor Name**

Derek Nowell

**Instructor ID**

09110050471

**eCard Code**

255416157340

**QR Code**



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to [www.heart.org/cpr/mycards](http://www.heart.org/cpr/mycards).  
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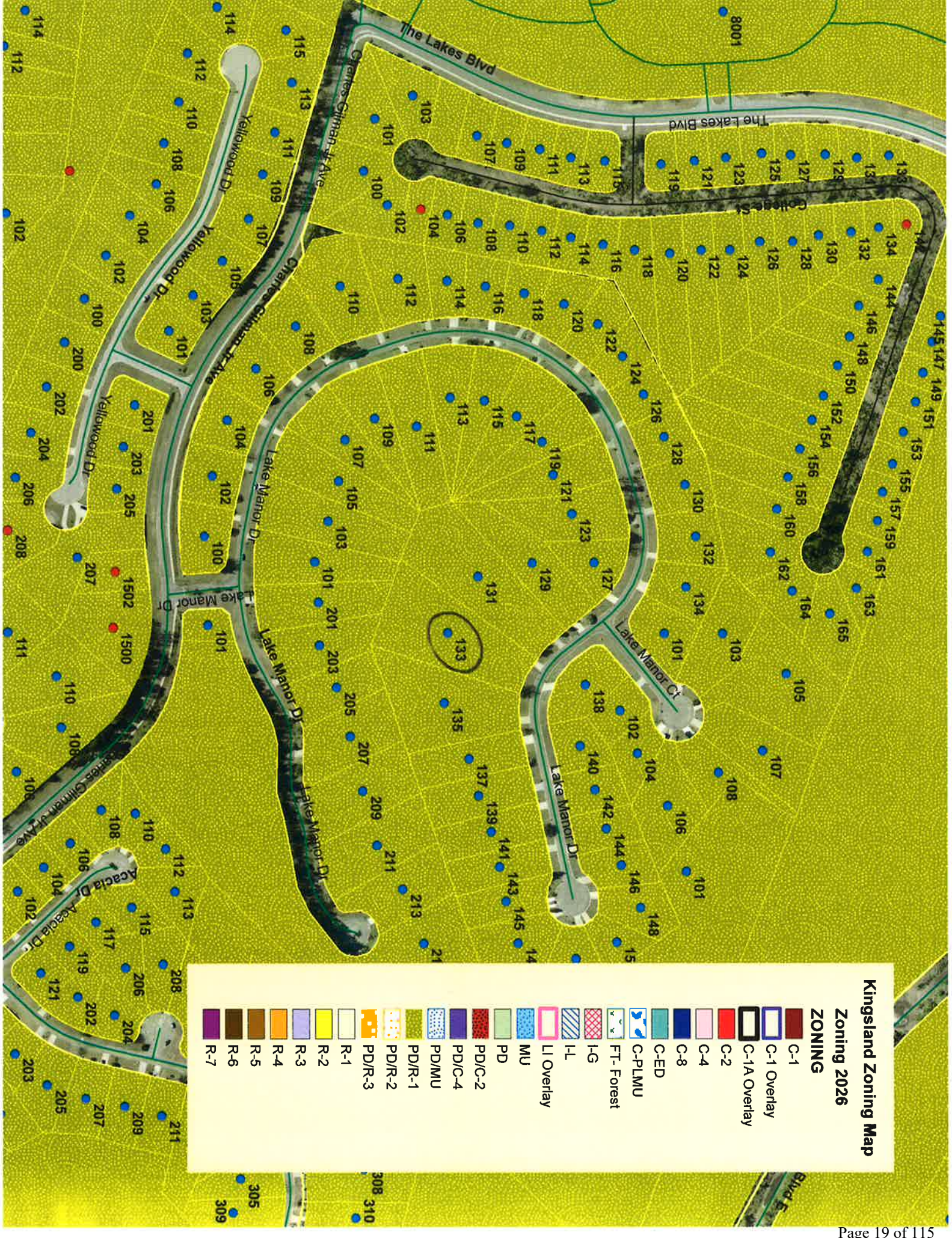
1st floor



2nd floor

**TOTAL: 2264 sq. ft**  
1st floor: 1363 sq. ft, 2nd floor: 901 sq. ft  
EXCLUDED AREAS: GARAGE: 420 sq. ft, OPEN TO BELOW: 387 sq. ft, LOW CEILING: 174 sq. ft,  
ATTIC: 66 sq. ft, WALLS: 199 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

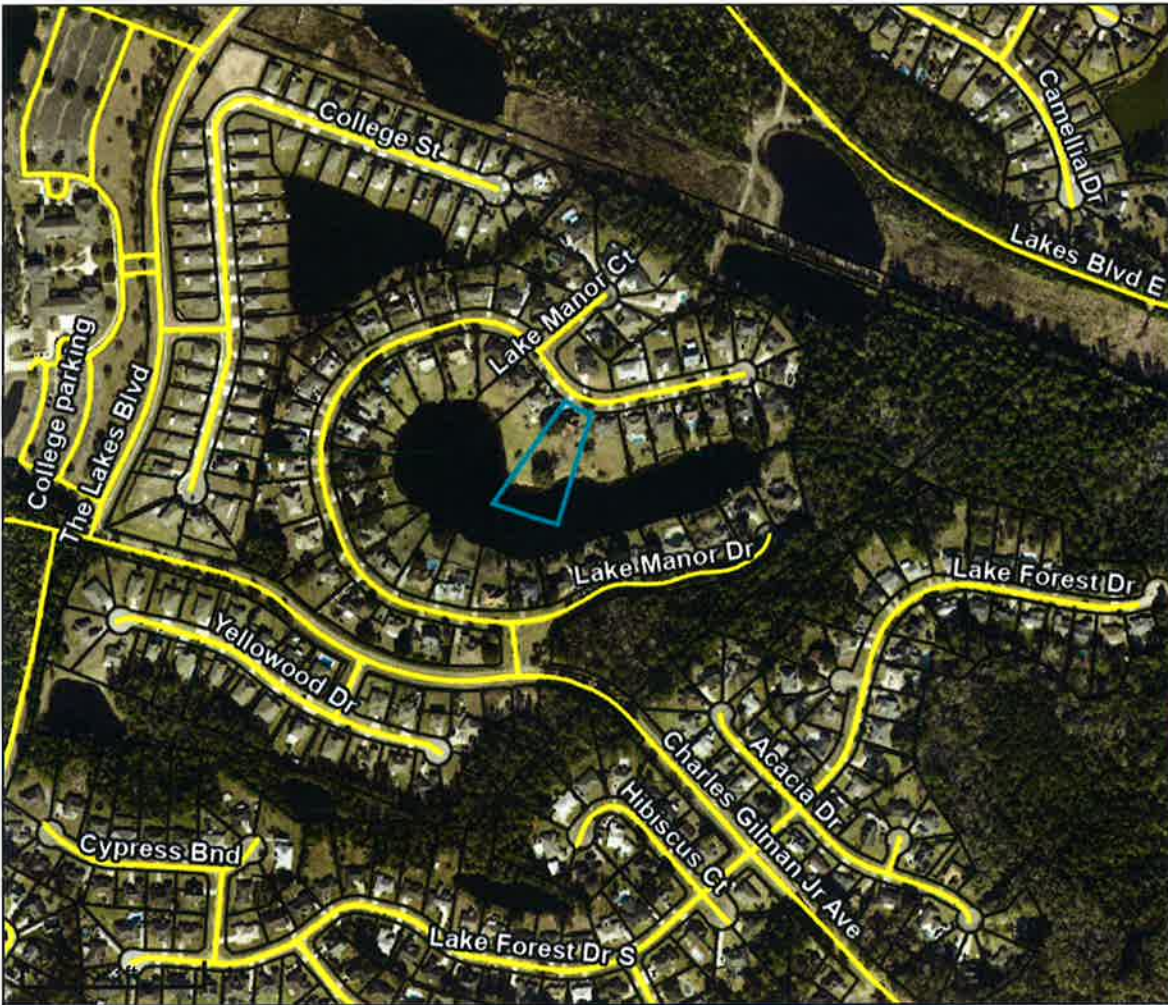


**Kingsland Zoning Map**

**Zoning 2026**

**ZONING**

- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-8
- C-ED
- C-PLMU
- FT-Forest
- I-G
- I-L
- LI Overlay
- MU
- PD
- PD/C-2
- PD/C-4
- PD/MU
- PD/R-1
- PD/R-2
- PD/R-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7



Overview



Legend

- Parcels
- Roads
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels

<b>Parcel ID</b>	107T 039	<b>Owner</b>	THOMAS SABRINA & SAMUEL JERMAINE HANNAN	<b>Last 2 Sales</b>			
<b>Class Code</b>	Residential			<b>Date</b>	<b>Net Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	KINGSLAND		133 LAKE MANOR DRIVE	8/5/2021	0	NM	U
	KINGSLAND		KINGSLAND, GA 31548	8/5/2021	\$329900	FM	Q
<b>Acres</b>	1.28	<b>Physical Address</b>	133 LAKE MANOR DR				
		<b>Assessed Value</b>	Value \$318759				

(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

Date created: 2/11/2026  
Last Data Uploaded: 2/10/2026 7:41:16 PM





The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

## **Planning and Community Development**

### **Staff Report**

**Planning Commission Meeting Date:** April 6, 2026

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Right of Way Acceptance- Lake Juniper Phase IV & V

#### **Summary:**

Charles Gilman Jr. with Lake Manor West, LLC has submitted a Quit- Claim Deed requesting the City of Kingsland to accept a 60' ROW including all infrastructure within the continuation of Verano St. and all of Whistler Drive and Sundance Street. An inspection of the infrastructure was completed by the Planning Dept. and Public Works on November 1, 2025 and all infrastructure was in good working order. The submitted Quit Claim Deed is attached to this report.

**Zoning:** PD/R-1

**Is Proposal Consistent with the Comprehensive Plan?** Yes

**Staff Recommendation:** Staff Recommends approval

Scott L. Kimball  
Planning & Zoning Director

Camden County  
State of Georgia

### RIGHT OF WAY DEED

This indenture, made this 5 day of February 2026, between LAKE MANOR WEST, LLC, a Georgia Limited Liability Company, as parties of the first part, hereinafter called the GRANTORS and THE CITY OF KINGSLAND, a political municipality organized under the laws of the State of Georgia, as party of the second part, hereinafter called the GRANTEE;

### WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00), in hand paid and benefits flowing, the GRANTORS do hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, the following property to wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF LAKE JUNIPER PHASE IV AND PHASE V, SUBDIVISION, CITY OF KINGSLAND, 1606<sup>th</sup> G.M.D., CAMDEN COUNTY, GEORGIA (SAID LAKE JUNIPER PHASE IV SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 2023, PAGE 22 AND SAID LAKE JUNIPER PHASE V ACCORDING TO PLAT RECORDED IN PLAT BOOK 2023, PAGE 88, BOTH IN THE PUBLIC RECORDS OF CAMDEN COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF VERANO (A 60 FOOT RIGHT OF WAY), LYING IN BOTH PHASE IV AND V, AND ALL OF WHISTLER DRIVE AND SUNDANCE STREET LYING IN PHASE V, CITY OF KINGSLAND GEORGIA.

THE LAND THUS DESCRIBED CONTAINS 3.07 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

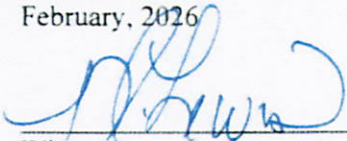
TOGETHER WITH ALL WATER AND SEWER SYSTEMS AND INFRASTRUCTURE LOCATED INSIDE SAID RIGHT-OF-WAY AND ALSO TOGETHER WITH ALL DRAINAGE AND UTILITY EASEMENTS REFERENCED ON SAID PLAT OF LAKE JUNIPER PHASE IV AND V SUBDIVISION.

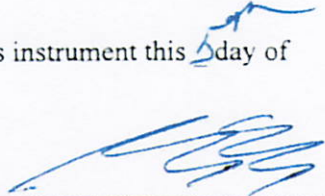
Said land is being conveyed to GRANTEE for the purpose of maintenance and use of the public roads described above.

To have and to hold the bargained premises unto the GRANTEE, its successors and assigns forever in fee simple.

Party of the first part will forever warrant and defend the title to the bargained premises unto party of the second part, its successors and assigns against all claims of all persons whomever.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 5 day of February, 2026

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
BY: Charles Gilman  
ITS: v. ca. president

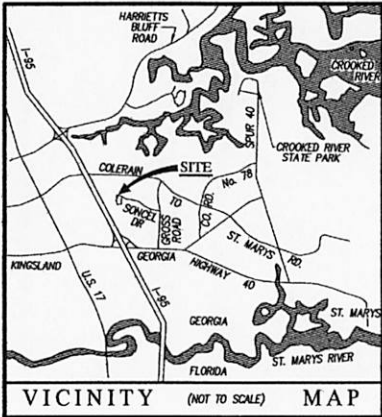
  
\_\_\_\_\_  
Notary Public



APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026. IN A LAWFUL ASSEMBLY BY MAJORITY VOTE OF THE KINGSLAND CITY COUNCIL.

\_\_\_\_\_  
BY:  
ITS:

\_\_\_\_\_  
BY:  
ITS:



**FILING INFORMATION**  
 5601942203 P2023000022  
 PARTICIPANT ID  
**BK:2023 PG:22-22**  
 FILED IN OFFICE  
 CLERK OF COURT  
 02/28/2023 11:52 AM  
 JOY LYNN TURNER, CLERK  
 SUPERIOR COURT  
 CAMDEN COUNTY, GA.

**PROPERTY OWNED BY:**  
 SONCEL, INC.  
 140 LAKES BOULEVARD  
 KINGSLAND, GEORGIA 31548  
 (912) 729-4994  
 (D.B. 1128, PG. 245)

NOW OR FORMERLY  
 LANDS OF  
 DEBORAH & FRED COMBS  
 (D. B. 2161, PG. 669)

MINOR SUBDIVISION PLAT OF  
**LAKE JUNIPER, PHASE IV,**  
 CITY OF KINGSLAND, 1606th G.M.D.,  
 CAMDEN COUNTY, GEORGIA



**OWNER'S CERTIFICATE:**  
 STATE OF GEORGIA, COUNTY OF CAMDEN  
 THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT SAID OWNER HAS CAUSED THE SUBDIVISION OF THE LAND SHOWN HEREON BY AN ACTUAL SURVEY, AND DOES HEREBY IRREVOCABLY DEDICATE TO THE USE OF THE PUBLIC ALL ROADS AND EASEMENTS FOR THE PURPOSES THAT THEY ARE LABELED.

BY: Charles Gilman III, OWNER/AGENT DATE: 2-23-23

**MINOR PLAT CERTIFICATION:**  
 THIS PLAT MEETS THE REQUIREMENTS FOR FILING WITH THE CLERK OF SUPERIOR COURT AS A MINOR SUBDIVISION AND HAS APPROVED THIS PLAT MAP OR PLAN FOR FILING OR HAS AFFIRMED THAT APPROVAL IS NOT REQUIRED.

BY: Scott L. Kimball DATE: 2/27/23  
 PLANNING & BUILDING DEPARTMENT

BY: Scott L. Kimball DATE: 2/27/23  
 PRINTED NAME

**CITY MANAGER'S CERTIFICATION:**  
 CITY OF KINGSLAND, COUNTY OF CAMDEN, STATE OF GEORGIA

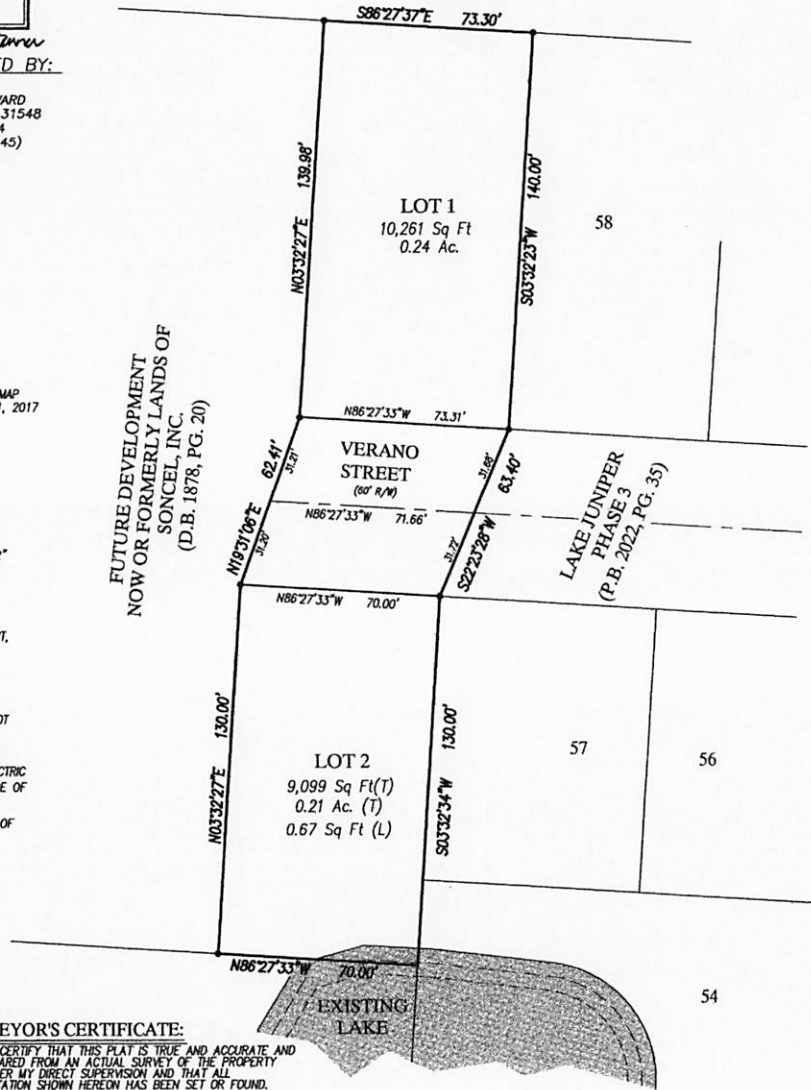
BY: [Signature] DATE: 2/28/23  
 CITY MANAGER

BY: [Signature]  
 PRINTED NAME

**NOTES:**

- BEARINGS SHOWN HEREON REFER TO THE BEARING OF N86°27'33"W FOR THE NORTHERLY RIGHT-OF-WAY LINE OF VERANO STREET ACCORDING TO PLAT RECORDED IN P.D. 2022, PAGE. No. 35, PUBLIC RECORDS OF CAMDEN COUNTY.
- SUBJECT PROPERTY IS SHOWN TO BE IN FLOOD HAZARD ZONE "X" (UNSHADED) AS PER F.L.R. MAP NO. 13039C0395G, COMMUNITY No. 10238, PANEL No. 0395, SUFFIX "G", DATED: DECEMBER 21, 2017 FOR: CAMDEN COUNTY, GEORGIA.
- BUILDING RESTRICTION LINES ARE AS FOLLOWS:  
 FRONT: 20 FEET (10' SIDE STREET)  
 SIDES: 5 FEET; SIDE FROM STREETS: 10 FEET;  
 REAR: 10 FEET (10' REAR STREET)
- PERMANENT REFERENCE MONUMENTS ESTABLISHED ARE MADE OF CONCRETE 4 INCHES SQUARE AND 24 INCHES LONG WITH A 1 INCH DIAMETER CAP STAMPED R.L.S. 2893 AND ARE SHOWN THUS: SET: □ FOUND: ■ FOUND 1/2" IRON PIPES ARE SHOWN THUS: ●
- LOT CORNERS, OUTER BOUNDARY CORNERS NOT FOUND AND INTERIOR P.C.'S & P.T.'S ARE 1/2" REBARS AND ARE TO BE SET UPON COMPLETION OF ROAD AND UTILITY CONSTRUCTION.
- SUBJECT PROPERTY CONTAINS 0.54 ACRES. (2 LOTS).
- SUBJECT PROPERTY IS CURRENTLY ZONED: PD WITH SINGLE FAMILY RESIDENTIAL USAGE.
- EACH LOT IS SUBJECT TO A 5.0 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE FRONT, SIDE AND REAR PROPERTY LINES, UNLESS SHOWN OTHERWISE, AND EXCEPTING THEREFROM ANY PORTION OF A LOT LINE LYING IN A JURISDICTIONAL WETLAND AREA SHOWN HEREON.
- SUBJECT PROPERTY TO BE SERVICED BY CITY WATER AND SEWER, LINES WITHIN SUBDIVISION INSTALLED BY DEVELOPER.
- THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
- THE OWNER OF THE LANDS PLATTED HEREON DOES HEREBY DEDICATE AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF THE ELECTRICAL DISTRIBUTION SYSTEM TO OKEFENOKO ELECTRIC MEMBERSHIP CORPORATION (O.R.E.M.C.) OVER ALL ROAD RIGHTS-OF-WAY AND 10 FEET OUTSIDE OF SAID RIGHTS-OF-WAY.
- THE AMENITY AND LAKE AREA WITHIN TRACT "A" OF PHASE V IS TO BE PART OF THE DESIGN OF THIS SUBDIVISION.

FUTURE DEVELOPMENT  
 NOW OR FORMERLY LANDS OF  
 SONCEL, INC.  
 (D.B. 1878, PG. 20)



**LEGEND**

● DENOTES FD. 1/2" IRON PIPE (UNLESS NOTED OTHERWISE)	P.B. = PLAT BOOK
■ DENOTES FD. CONC. MON.	P.D. = PLAT DRAINER
○ DENOTES SET 1/2" REBAR	P.C.C. = POINT OF COMPOUND CURVATURE
R/W = RIGHT-OF-WAY	ARC = ARC LENGTH
P.C. = POINT OF CURVATURE	ID = IDENTIFICATION
P.T. = POINT OF TANGENCY	FD. = FOUND
P.R.C. = POINT OF REVERSE CURVATURE	L.B. = LICENSED BUSINESS
RD = RADIIUS	CONC. = CONCRETE
△ DENOTES SET MAG. NAIL	MON. = MONUMENT
▲ DENOTES FD. MAG. NAIL/PK. NAIL	ID = IDENTIFICATION
B.R.L. = BUILDING RESTRICTION LINE	ORB = OFFICIAL RECORDS BOOK
D.B. = DEED BOOK	(T) = TOTAL
PG. = PAGE	(M) = WETLAND
(h) = CHORD	SQ. FT. = SQUARE FEET
	(r) = RADIAL

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTATION SHOWN HEREON HAS BEEN SET OR FOUND. I FURTHER CERTIFY, AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67 THAT THIS MAP OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE GOVERNING AUTHORITIES AND THAT SUCH GOVERNING AUTHORITIES HAVE WRITING THAT APPROVAL IS NOT REQUIRED.

BY: [Signature] DATE: 02-21-2023  
 ERNEST R. [Signature]  
 GEORGIA REGISTERED SURVEYOR 19893

PLAT DATE: 02-17-2023

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE GEORGIA SUPERIOR COURT OF CLERKS COOPERATIVE AUTHORITY AND AS SET FORTH IN THE GEORGIA PLAT ACT, O.C.G.A. 15-6-67.

SCALE: 1" = 30'

DWN. BY: GD CKD. BY: R.B.

**BENNETT SURVEYING, INC.**  
 Surveyors and Land Planners  
 102 MARSH HARBOUR PARKWAY, UNIT 103  
 KINGSLAND, GEORGIA 31548  
 (912) 258-8899  
 (912) 673-8940  
 LICENSED SURVEY FIRM No. 1267

F.B. 16148\_01, PG. 1  
 Z:\Public\BOS\CAD\1\Kingsland\Lakes development\LakeJuniper4.dwg



CLERK'S CERTIFICATE

I, Jo Seigler, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on April 13, 2026, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jo Seigler

**RESOLUTION ACCEPTING PROPERTY**

WHEREAS, there is recorded in Plat Book 2023, page 22 and Plat Book 2023, Page 88, Camden County, Georgia, records, a plat of survey that depicts a certain street for the use of those owning property within the Lake Juniper Subdivision, which street is within the city limits of the City of Kingsland.

WHEREAS, the aforesaid street has been completed and accepted by the City of Kingsland as required under ordinances of the City of Kingsland; and

WHEREAS, Lake Manor West, LLC, has tendered to the City of Kingsland a deed conveying the following property:

All of those streets are identified as Verano Street (60' Right of Way) lying in both Phase IV and V, and all of Whistler Drive and Sundance Street lying in Phase V, as more together with all improvements located thereon, including roads, infrastructure, and streetlights located thereon; which deed is acceptable to the City of Kingsland.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL

OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Lake Manor West, LLC

to the City of Kingsland, Georgia, conveying the aforesaid street within the Lake Juniper Subdivision, dated, April 13, 2026 is hereby accepted by the

City of Kingsland. Said Verano Street, Whistler Drive, and Sundance Street is being conveyed and dedicated to the City of Kingsland, and accepted by the City of Kingsland, for use as a public right-of-way.

THIS 13th day of April, 2026.

CITY OF KINGSLAND, GEORGIA

By: \_\_\_\_\_ (SEAL)

Its Mayor

Attest: \_\_\_\_\_ (SEAL)

Its City Clerk



The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

## **Planning and Community Development**

### **Staff Report**

**Planning Commission Meeting Date:** April 6, 2026

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Home Occupation- 138 Laurel Marsh Way. - Parcel # 120F 058

#### **Summary:**

Dustin Hanson has applied for a home occupation permit for a land clearing business known as "Hanson Land Solutions, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

**Zoning:** PD/R-1

**Is Proposal Consistent with the Comprehensive Plan?** Yes

**Staff Recommendation:** Staff Recommends Approval

Scott L. Kimball  
Planning & Zoning Director



April Agenda

240183

**CITY OF KINGSLAND**  
**APPLICATION FOR HOME OCCUPATION PERMIT**

*This application is based on the requirements of Section 110 of the KLADO and must be filed with the Planning and Zoning Director at least 4 weeks before the Planning Commission meeting at which it will be heard. Your presence or that of your representative is required at the Planning Commission regularly scheduled meeting.*

APPLICANT: Dustin Hanson PHONE: [REDACTED]

ADDRESS: 138 Laurel Marsh Way, Kingsland GA. 31548

FAX: \_\_\_\_\_ E-MAIL: [REDACTED]

Type of use you are requesting:

**Home Office:** (requires planning director & city manager approval. Permit is valid for as long as the Home Office is located at the address stated herein.)

**Home Occupation:** (requires planning commission recommendation & city council approval. Renewal maybe required if complaints are filed.)

**Residential Business:** (requires planning commission recommendation & city council approval. Renewal maybe required if complaints are filed.)

GROUP/BUSINESS YOU REPRESENT: Hanson Land Solutions, LLC

STREET ADDRESS WHERE THIS USE IS TO BE LOCATED: 138 Laurel Marsh Way, Kingsland GA.31548

TAX MAP & PARCEL NUMBER: 120F 058 ZONING: PD/R-1

OWNER OF SITE, IF NOT APPLICANT: Deidre Hanson

ADDRESS: 138 Laurel Marsh Way

CITY: Kingsland STATE: GA ZIP: 31548

**PLEASE COMPLETE AND ATTACH THE REQUIRED AFFIDAVIT FOR THE PARTICULAR TYPE HOME OCCUPATION YOU ARE APPLYING FOR. (THIS WILL BE FURNISHED BY THE PLANNING & ZONING DEPARTMENT.)**

**ATTACH REQUIRED HOME OCCUPATION PERMIT FEE TO THIS APPLICATION:**

HOME OFFICE \$50.00  
HOME OCCUPATION \$50.00  
RESIDENTIAL BUSINESS \$50.00

**I UNDERSTAND THAT I AND/OR THE GROUP I REPRESENT CARRY THE BURDEN OF PROVING THE NEED FOR THIS PERMIT. FURTHER, I/WE AM/ARE RESPONSIBLE FOR THE CONDITION OF THE SITE WHILE THE PERMIT IS IN EFFECT.**

SIGNED: Dustin N. Hanson DATE: 02/12/2026



**CITY OF KINGSLAND**  
**APPLICATION FOR HOME OCCUPATION PERMIT**

**TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR**

1. DATE COMPLETE APPLICATION FILED: 2/12/26

2. DATE APPLICANT NOTIFIED THAT COMPLETE APPLICATION HAD BEEN RECEIVED: 2/12/26

3. DATE PERMIT FEE PAID: 2/13/26 AMOUNT PAID: \$ 50.00

4. PLANNING COMMISSION REVIEW:

APPROVAL RECOMMENDED  DENIAL RECOMMENDED

DATE THIS APPLICATION WAS REVIEWED BY THE PLANNING COMMISSION: 4/6/26

CONDITIONS OF APPROVAL/REASONS FOR DENIAL: \_\_\_\_\_

5. CITY COUNCIL ACTION:

APPROVED  DENIED

DATE THIS APPLICATION WAS REVIEWED BY CITY COUNCIL: 4/13/26

CONDITIONS OF APPROVAL/REASONS FOR DENIAL: \_\_\_\_\_

6. DATE APPLICANT NOTIFIED OF FINAL ACTION: 4/14/26

THIS APPLICATION FOR HOME OCCUPATION HAS BEEN APPROVED AND A BUSINESS LICENSE (WHEN COMPLETED APPLICATION HAS BEEN RECEIVED BY THE CITY) MAY BE ISSUED SHOWING A Home occ. PERMIT HAS BEEN ISSUED.

[Signature]  
PLANNING DIRECTOR  
CITY OF KINGSLAND

[Signature] 2/12/26  
DATE

\_\_\_\_\_  
CITY MANAGER  
CITY OF KINGSLAND

\_\_\_\_\_  
DATE



**CITY OF KINGSLAND  
AFFIDAVIT FOR A HOME OCCUPATION**

APPLICANT: Dustin Hanson

ADDRESS: 138 Laurel Marsh Way

CITY: Kingsland STATE: GA ZIP: 31548

PHONE: ( [REDACTED] ) \_\_\_\_\_ E-MAIL: Same as above

PROPOSED BUSINESS: Hanson Land Solutions, LLC LOCATION: Same as address above

TAX PARCEL: 120 F 058 ZONING: PD/R-1

*A Home Occupation Business is a conditional use that can only be approved subject to the recommendation of the Planning Commission and approval by the City Council. The Planning Commission can recommend approval and the City Council can approve your application subject to it meeting the specific conditions listed below. Either, or both the Planning Commission and City Council may also add any reasonable conditions they deem necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.*

*HOME OCCUPATION: An occupation or profession conducted entirely within a dwelling and which is carried on by an occupant thereof and which is clearly incidental and secondary to the use of the dwelling for residential dwelling purposes. There is no access by the public. A Home Occupation is designed to be less restrictive than a Home Office but more than a Residential Business in regard to access by the public, size, visibility, number of employees and types of business.*

**HOME OCCUPATION SHALL MEET THE FOLLOWING CONDITIONS:**

- If the applicant is not the owner of the property, a letter from the property owner must be attached to the application giving permission for the applicant to conduct a home occupation in the premises.
- Home occupations shall not include the repair and/or maintenance of motor vehicles or boats, nor shall it allow manufacturing or any other use which will create noise, noxious odors, or any other hazard that may endanger the health, safety, or welfare of the neighborhood.
- Home occupations shall not allow customers or the public to come to the premises.
- The occupation or profession must be conducted entirely within the dwelling.
- The dwelling must be the bona fide residence of the principal practitioner at the time of the application and the home occupation shall be valid only as long as the original principal practitioner resides in the dwelling, is conducting the business and has a current business license.
- Home occupations shall be limited to no more than twenty-five percent (25%) of the total heated floor area of the residence, or five hundred (500) square feet, whichever is less. The size of the home occupation shall be specified at the time of the application. Please complete: 300A Business area sq. ft. 2144 Home heated floor area sq. ft.
- The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.
- No other employees other than family members residing on the premises shall be permitted.
- There shall be no exterior evidence of a business being conducted on the premises. No outside storage or display shall be allowed.
- No more than one home occupation or residential business is allowed in a residence at one time.
- One business vehicle used exclusively by the resident is permitted. The vehicle shall be no larger in size than a pick-up truck, panel truck, or van and is limited in size to a one-ton carrying capacity. The vehicle may have reasonable business identification (signs) on it when it is parked at the premises and will not have any equipment used in the business left on the vehicle in a manner that can be seen from the surrounding property.
- Any pickups from and deliveries to the site in regard to the business shall be restricted to vehicles having no more than two axles and shall be restricted to no more than two pickups or deliveries per day. Such pickups and/or deliveries, if any, are to be during daylight hours.

**I HEREBY CERTIFY THAT I HAVE READ THE ABOVE CONDITIONS AND AGREE TO COMPLY WITH EACH REQUIREMENT AS LONG AS THE BUSINESS IS CONDUCTED AT THIS LOCATION.**

Dustin N. Hanson  
SIGNATURE OF APPLICANT

02/12/2026  
DATE

# Kingsland Zoning Map

## Zoning 2026 ZONING

- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-8
- C-ED
- C-PLMU
- FT- Forest
- I-G
- I-L
- LI Overlay
- MU
- PD
- PD/C-2
- PD/C-4
- PD/MU
- PD/R-1
- PD/R-2
- PD/R-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7





Overview

Legend

- Parcels
- Roads
- USA Major Highways**
  - Limited Access
  - Highway
  - Major Road
  - Local Road
  - Minor Road
  - Other Road
  - Ramp
  - Ferry
  - Pedestrian Way
  - City Labels

Parcel ID	120F 058	Owner	JOINER DEIDRE	Last 2 Sales			
Class Code	Residential		138 LAUREL MARSH WAY	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	7/5/2022	\$381000	FM	Q
	KINGSLAND	Physical Address	138 LAUREL MARSH WAY	3/17/2021	0	QC	U
Acres	0.25	Assessed Value	Value \$445236				

(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

Date created: 2/12/2026

Last Data Uploaded: 2/11/2026 7:36:46 PM

Developed by SCHNEIDER GEOSPATIAL



The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

## Planning and Community Development

### Staff Report

**Planning Commission Meeting Date:** April 6, 2026

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Home Occupation- 207 Norwood Drive - Parcel # 082N 008A

#### Summary:

Brenda Prestridge has applied for a home occupation permit for a residential cleaning business known as “B’s Cleaning”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

**Zoning:** R-1

**Is Proposal Consistent with the Comprehensive Plan?** Yes

**Staff Recommendation:** Staff Recommends Approval

Scott L. Kimball  
Planning & Zoning Director



April 2026  
240187

**CITY OF KINGSLAND**  
**APPLICATION FOR HOME OCCUPATION PERMIT**

*This application is based on the requirements of Section 110 of the KLADO and must be filed with the Planning and Zoning Director at least 4 weeks before the Planning Commission meeting at which it will be heard. Your presence or that of your representative is required at the Planning Commission regularly scheduled meeting.*

APPLICANT: Brenda Leigh Prestridge PHONE: [REDACTED]

ADDRESS: 207 Norwood Drive Kingsland, GA 31548

FAX: \_\_\_\_\_ E-MAIL: [REDACTED]

Type of use you are requesting:

- Home Office:** (requires planning director & city manager approval. Permit is valid for as long as the Home Office is located at the address stated herein.)
- Home Occupation:** (requires planning commission recommendation & city council approval. Renewal maybe required if complaints are filed.)
- Residential Business:** (requires planning commission recommendation & city council approval. Renewal maybe required if complaints are filed.)

GROUP/BUSINESS YOU REPRESENT: B's Cleaning

STREET ADDRESS WHERE THIS USE IS TO BE LOCATED: 207 Norwood Drive Kingsland GA 31548

TAX MAP & PARCEL NUMBER: 082N 008A ZONING: R-1

OWNER OF SITE, IF NOT APPLICANT: \_\_\_\_\_

ADDRESS: NA

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

*PLEASE COMPLETE AND ATTACH THE REQUIRED AFFIDAVIT FOR THE PARTICULAR TYPE HOME OCCUPATION YOU ARE APPLYING FOR. (THIS WILL BE FURNISHED BY THE PLANNING & ZONING DEPARTMENT.)*

ATTACH REQUIRED HOME OCCUPATION PERMIT FEE TO THIS APPLICATION:

HOME OFFICE	\$50.00
HOME OCCUPATION	\$50.00
RESIDENTIAL BUSINESS	\$50.00

I UNDERSTAND THAT I AND/OR THE GROUP I REPRESENT CARRY THE BURDEN OF PROVING THE NEED FOR THIS PERMIT. FURTHER, I/WE AM/ARE RESPONSIBLE FOR THE CONDITION OF THE SITE WHILE THE PERMIT IS IN EFFECT.

SIGNED: Brenda Prestridge DATE: 3/6/20



**CITY OF KINGSLAND**  
**APPLICATION FOR HOME OCCUPATION PERMIT**  
**TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR**

1. DATE COMPLETE APPLICATION FILED: 3/6/26

2. DATE APPLICANT NOTIFIED THAT COMPLETE APPLICATION HAD BEEN RECEIVED: 3/6/26

3. DATE PERMIT FEE PAID: 3/6/26 AMOUNT PAID: \$ 50.

4. PLANNING COMMISSION REVIEW:  
 APPROVAL RECOMMENDED       DENIAL RECOMMENDED  
 DATE THIS APPLICATION WAS REVIEWED BY THE PLANNING COMMISSION: 4/6/26  
 CONDITIONS OF APPROVAL/REASONS FOR DENIAL: \_\_\_\_\_

5. CITY COUNCIL ACTION:  
 APPROVED     DENIED  
 DATE THIS APPLICATION WAS REVIEWED BY CITY COUNCIL: 4/13/26  
 CONDITIONS OF APPROVAL/REASONS FOR DENIAL: \_\_\_\_\_

6. DATE APPLICANT NOTIFIED OF FINAL ACTION: 4/14/26

THIS APPLICATION FOR HOME OCCUPATION HAS BEEN APPROVED AND A BUSINESS LICENSE (WHEN COMPLETED APPLICATION HAS BEEN RECEIVED BY THE CITY) MAY BE ISSUED SHOWING A Home occ. PERMIT HAS BEEN ISSUED.

[Signature]  
 PLANNING DIRECTOR  
 CITY OF KINGSLAND

3/6/26  
 DATE

\_\_\_\_\_  
 CITY MANAGER  
 CITY OF KINGSLAND

\_\_\_\_\_  
 DATE



**CITY OF KINGSLAND  
AFFIDAVIT FOR A HOME OCCUPATION**

APPLICANT: Brenda Prestridge  
ADDRESS: 207 Norwood Drive  
CITY: Kingsland STATE: GA ZIP: 31548  
PHONE: [REDACTED] FAX: ( ) W/A E-MAIL: [REDACTED]  
PROPOSED BUSINESS: Cleaning business LOCATION: Kingsland, GA  
TAX PARCEL: 082N 008A ZONING: R-1

*A Home Occupation Business is a conditional use that can only be approved subject to the recommendation of the Planning Commission and approval by the City Council. The Planning Commission can recommend approval and the City Council can approve your application subject to it meeting the specific conditions listed below. Either, or both the Planning Commission and City Council may also add any reasonable conditions they deem necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.*

**HOME OCCUPATION:** *An occupation or profession conducted entirely within a dwelling and which is carried on by an occupant thereof and which is clearly incidental and secondary to the use of the dwelling for residential dwelling purposes. There is no access by the public. A Home Occupation is designed to be less restrictive than a Home Office but more than a Residential Business in regard to access by the public, size, visibility, number of employees and types of business.*

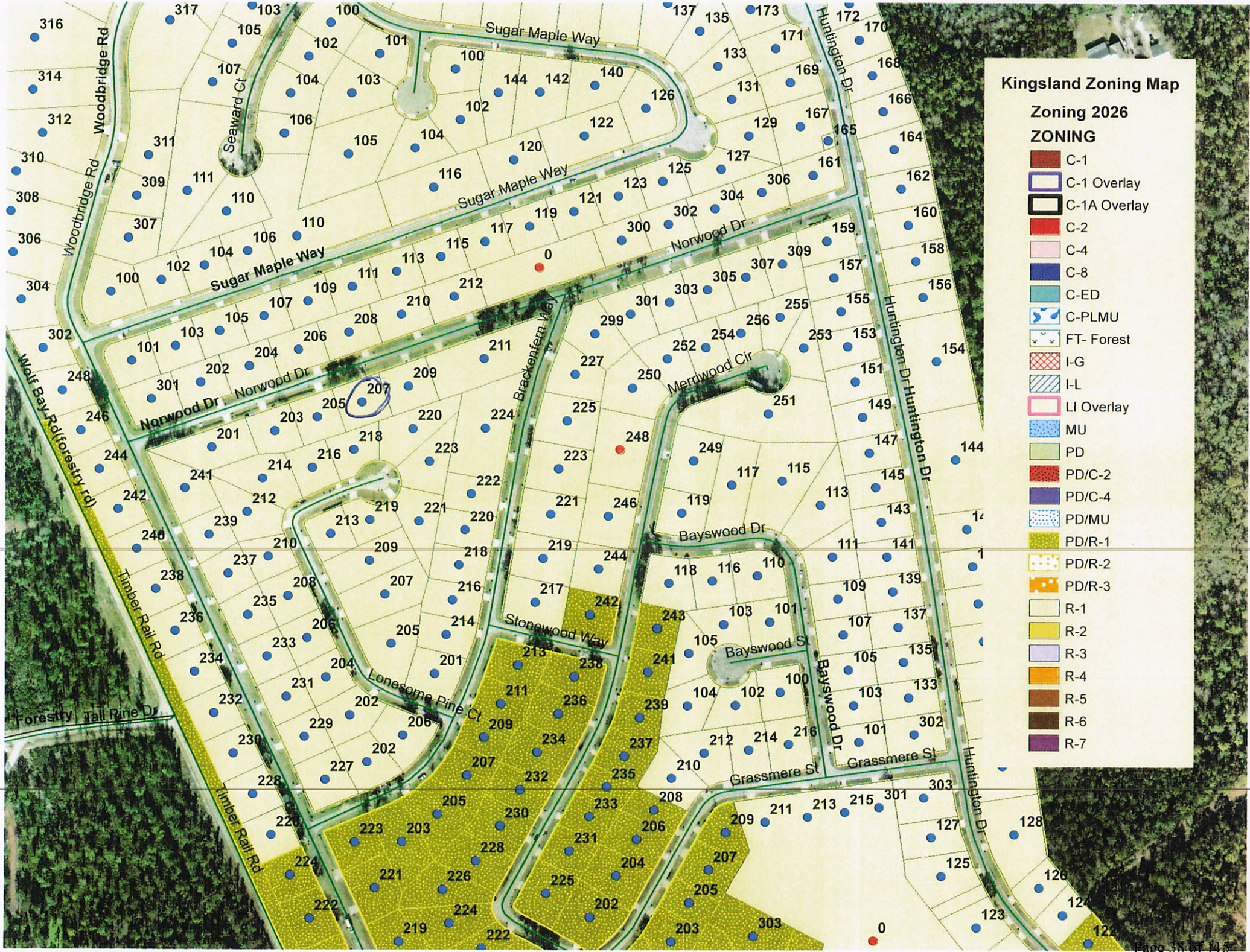
**HOME OCCUPATION SHALL MEET THE FOLLOWING CONDITIONS:**

- If the applicant is not the owner of the property, a letter from the property owner must be attached to the application giving permission for the applicant to conduct a home occupation in the premises.
- Home occupations shall not include the repair and/or maintenance of motor vehicles or boats, nor shall it allow manufacturing or any other use which will create noise, noxious odors, or any other hazard that may endanger the health, safety, or welfare of the neighborhood.
- Home occupations shall not allow customers or the public to come to the premises.
- The occupation or profession must be conducted entirely within the dwelling.
- The dwelling must be the bona fide residence of the principal practitioner at the time of the application and the home occupation shall be valid only as long as the original principal practitioner resides in the dwelling, is conducting the business and has a current business license.
- Home occupations shall be limited to no more than twenty-five percent (25%) of the total heated floor area of the residence, or five hundred (500) square feet, whichever is less. The size of the home occupation shall be specified at the time of the application. Please complete: 200 Business area sq. ft. 1536 Home heated floor area sq. ft.
- The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.
- No other employees other than family members residing on the premises shall be permitted.
- There shall be no exterior evidence of a business being conducted on the premises. No outside storage or display shall be allowed.
- No more than one home occupation or residential business is allowed in a residence at one time.
- One business vehicle used exclusively by the resident is permitted. The vehicle shall be no larger in size than a pick-up truck, panel truck, or van and is limited in size to a one-ton carrying capacity. The vehicle may have reasonable business identification (signs) on it when it is parked at the premises and will not have any equipment used in the business left on the vehicle in a manner that can be seen from the surrounding property.
- Any pickups from and deliveries to the site in regard to the business shall be restricted to vehicles having no more than two axles and shall be restricted to no more than two pickups or deliveries per day. Such pickups and/or deliveries, if any, are to be during daylight hours.

**I HEREBY CERTIFY THAT I HAVE READ THE ABOVE CONDITIONS AND AGREE TO COMPLY WITH EACH REQUIREMENT AS LONG AS THE BUSINESS IS CONDUCTED AT THIS LOCATION.**

Brenda Prestridge  
SIGNATURE OF APPLICANT

3.6.26  
DATE



**Kingsland Zoning Map**

**Zoning 2026**

**ZONING**

- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-8
- C-ED
- C-PLMU
- FT- Forest
- I-G
- I-L
- LI Overlay
- MU
- PD
- PD/C-2
- PD/C-4
- PD/MU
- PD/R-1
- PD/R-2
- PD/R-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7



Overview



Legend

- Parcels
- Roads
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels

Parcel ID	082N 008A	Owner	PRESTRIDGE STEVEN & BRENDA	Last 2 Sales			
Class Code	Residential		207 NORWOOD DRIVE	<b>Date</b>	<b>Net Price</b>	<b>Reason</b>	<b>Qual</b>
Taxing District	KINGSLAND		KINGSLAND, GA 31548	7/30/2019	\$160000	FM	Q
	KINGSLAND	Physical Address	207 NORWOOD DR	6/16/2006	\$152000	FM	Q
Acres	n/a	Assessed Value	Value \$247721				

(Note: Not to be used on legal documents)

THE PARCEL LINES SHOWN ON THIS SITE ARE NOT LEGAL BOUNDRIES AND MUST NOT BE USED FOR LEGAL DOCUMENTS. THE PARCEL LINEWORK ARE FOR LOCATING PARCELS FOR TAX PURPOSES ONLY. THEY ARE NOT SURVEYS DUE TO THE NATURE OF HOW THE ARE PRODUCED. LEGAL BOUNDRIES SHOULD BE TAKEN FROM LEGALLY DOCUMENTED PLATS AND DEEDS.

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The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

## Planning and Community Development

### Staff Report

**Planning Commission Meeting Date:** April 6, 2026

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Special Use Permit- 451 E. Hilton Ave. -Parcel # K1601 015

#### Background:

The parcel and is currently owned by Matt and Will Ellis, who have operated an equipment storage and laydown yard for over 40 years at this location. The applicant, Jared Murphy is wanting to buy the property and use it for the same existing use. The parcel is currently zoned R-1 (Single Family Residential) and is located in the C-1A Business Corridor District. A laydown yard and outside equipment storage is not an allowed use in this type zoning district, but can be granted as a special exception. Rezoning the parcel to C-2 (General Commercial) would not be a viable option due to the location of the parcel being in a residential setting. Planning staff does not believe the continued use would not cause any issues or be or detrimental to the area.

#### Summary:

Jared Murphy, with Elite Land Development Group, Inc. is requesting a SUP to be able to continue the existing use of a laydown yard and outside equipment storage on parcel K1601 015.

**Zoning:** R-1

**Is Proposal Consistent with the Comprehensive Plan?** No

**Staff Recommendation:** Planning Staff recommends Approval with the following conditions.

- 1) Applicant must install opaque fencing and approved landscaping along the property that fronts E. Hilton Ave.
- 2) Hours of Operation will be from 7:00 am to 6:00 pm Monday - Saturday

Scott L. Kimball  
Planning & Zoning Director

240186



### APPLICATION FOR SPECIAL USE PERMIT

Kingsland, Georgia

This Application must be filed with the Planning & Zoning Administrator at least 26 days before the Planning Commission meeting at which it will be heard. The Kingsland Planning Commission will hold at least one public hearing and make a recommendation about your request within 45 days of the date you file a complete application. The City Council will then issue or deny the permit.

#### TO BE COMPLETED BY APPLICANT:

- Your Name: Elite Land Development group inc Phone: [REDACTED]  
Mailing Address: 612 N Lee St Kingsland GA 31548
- The Planning & Zoning Administrator informed me that a special use permit is required at the time I applied for (check one):  
 A Zoning Amendment (rezoning)  
 A home occupation  
 Other \_\_\_\_\_
- Location of property:  
Street Address 451 east Hilton Ave kingsland GA 31548  
Parcel No. K16-01-015 Lot No. \_\_\_\_\_
- Present Zoning R1 incl-A district
- Owner of property, if not you: (Name, Address & Phone Number, please)  
Matt & will Ellis 912-269-1734  
451 E Hilton Ave kingsland GA 31560
- Proposed use of property: no change in use

#### TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR:

- Has the correct fee been paid?  
 Yes ( ) No Amount \$ 300.
- Date complete application filed: 3/4/26
- List of attachments:  
 Simple map with property owner's name  
 Site Plan  
 Other \_\_\_\_\_
- Public hearing:  
 Date applicant notified: 3/4/26  
 Date hearing advertised: 3/12/26  
 Date hearing held: 4/6/26
- Planning Commission recommended:  
 Approval ( ) Denial Date: 4/6/26  
Conditions of approval or reasons for denial: \_\_\_\_\_
- City Council: ( ) Approved ( ) Denied  
Conditions of approval or reasons for denial: \_\_\_\_\_
- Date applicant notified of final action: 4/14/26

**NOTE: PLEASE ATTACH A SITE PLAN OR SURVEY PLAT AND SPECIAL PERMIT FEE OF \$300. THESE ITEMS MUST BE SUBMITTED WITH THE COMPLETED APPLICATION.** If your property is in any multi-family, mobile home, commercial or industrial zoning district, you are required to submit a site plan at the time you file this application. **YOUR PRESENCE OR THAT OF YOUR REPRESENTATIVE IS ENCOURAGED AT THE PLANNING COMMISSION PUBLIC HEARING.**

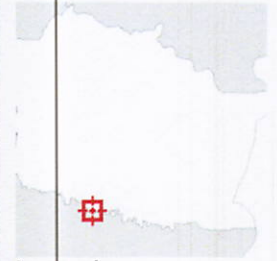
Signed: [Signature] Date: 3/3/26







Overview



Legend

- Parcels
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels**

<b>Parcel ID</b>	K16 01 015	<b>Owner</b>	ELLIS WILLIAM H JR & MATT P	<b>Last 2 Sales</b>			
<b>Class Code</b>	Commercial		1234 DRIZZLE BLUFF ROAD	<b>Date</b>	<b>Net Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	KINGSLAND		WOODBINE, GA 31569	1/18/2005	0	FY	U
	KINGSLAND	<b>Physical Address</b>	451 E HILTON AVE	12/1/1994	0	NM	U
<b>Acres</b>	3.36	<b>Assessed Value</b>	Value \$119207				

(Note: Not to be used on legal documents)

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GEOSPATIAL



The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

## Planning and Community Development

### Staff Report

**Planning Commission Meeting Date:** April 6, 2026

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Special Use Permit- 162 Verano St. -Parcel # 107T02 059

#### **Background:**

The parcel is currently zoned PD/R-1 and is located in the Lake Juniper Subdivision. An in home children's daycare with a maximum of 6 children under the age of 13 is an allowed use with a Special Use Permit in a R-1 Zoning District. A map of the inside of the home was submitted (attached to report) showing the areas in which the children will be supervised. The house is a 3br, 2 baths and is 1873 square feet in size. The applicant stated the hours of operation would be based on military family needs, but mostly from 7am to 6pm M-F.

#### **Summary:**

Evelyn Ralston, is requesting approval of a SUP to be able to operate an in home children's daycare (maximum 6 children) at her residence located at 162 Verano St.

**Zoning:** PD/R-1

**Is Proposal Consistent with the Comprehensive Plan?** Yes

**Staff Recommendation:** Planning Staff recommends Approval with the following condition.

- 1) Hours of Operation will be Monday- Friday from 7:00 am to 6:00 pm
- 2) No parking of vehicles in the street.

Scott L. Kimball  
Planning & Zoning Director

240185



# APPLICATION FOR SPECIAL USE PERMIT

Kingsland, Georgia

This Application must be filed with the Planning & Zoning Administrator at least 26 days before the Planning Commission meeting at which it will be heard. The Kingsland Planning Commission will hold at least one public hearing and make a recommendation about your request within 45 days of the date you file a complete application. The City Council will then issue or deny the permit.

### TO BE COMPLETED BY APPLICANT:

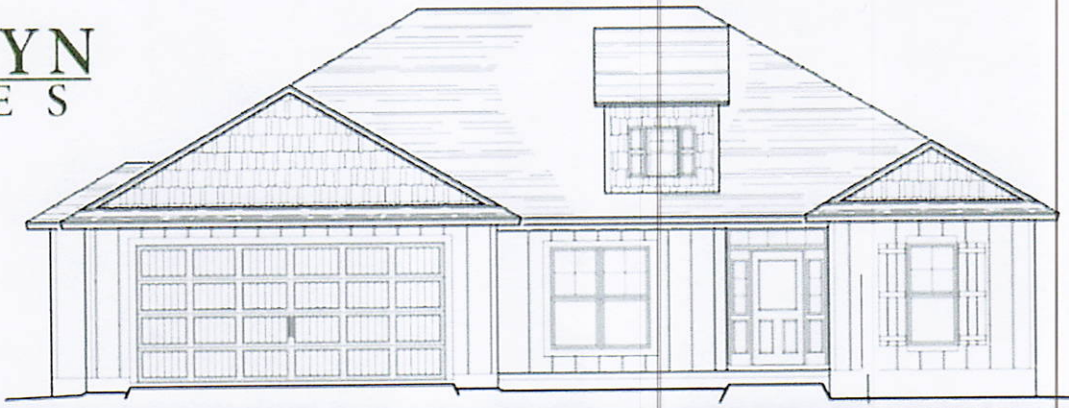
- Your Name: EVEYNN RAISTON Phone: [REDACTED]  
Mailing Address: 102 Verano St Kingsland Ga
- The Planning & Zoning Administrator informed me that a special use permit is required at the time I applied for (check one):  
 A Zoning Amendment (rezoning)  
 A home occupation  
 Other \_\_\_\_\_
- Location of property:  
Street Address 102 Verano St Kingsland Ga  
Parcel No. 107102 Lot No. 059
- Present Zoning 059 PD/B-1 Single-family home
- Owner of property, if not you: (Name, Address & Phone Number, please)  
N/A
- Proposed use of property: Family Child care learning home - licensed through GA, with no more than 6 children enrolled, with no home modifications and low-impact on neighbor hood

**NOTE: PLEASE ATTACH A SITE PLAN OR SURVEY PLAT AND SPECIAL PERMIT FEE OF \$300. THESE ITEMS MUST BE SUBMITTED WITH THE COMPLETED APPLICATION.** If your property is in any multi-family, mobile home, commercial or industrial zoning district, you are required to submit a site plan at the time you file this application. **YOUR PRESENCE OR THAT OF YOUR REPRESENTATIVE IS ENCOURAGED AT THE PLANNING COMMISSION PUBLIC HEARING.**

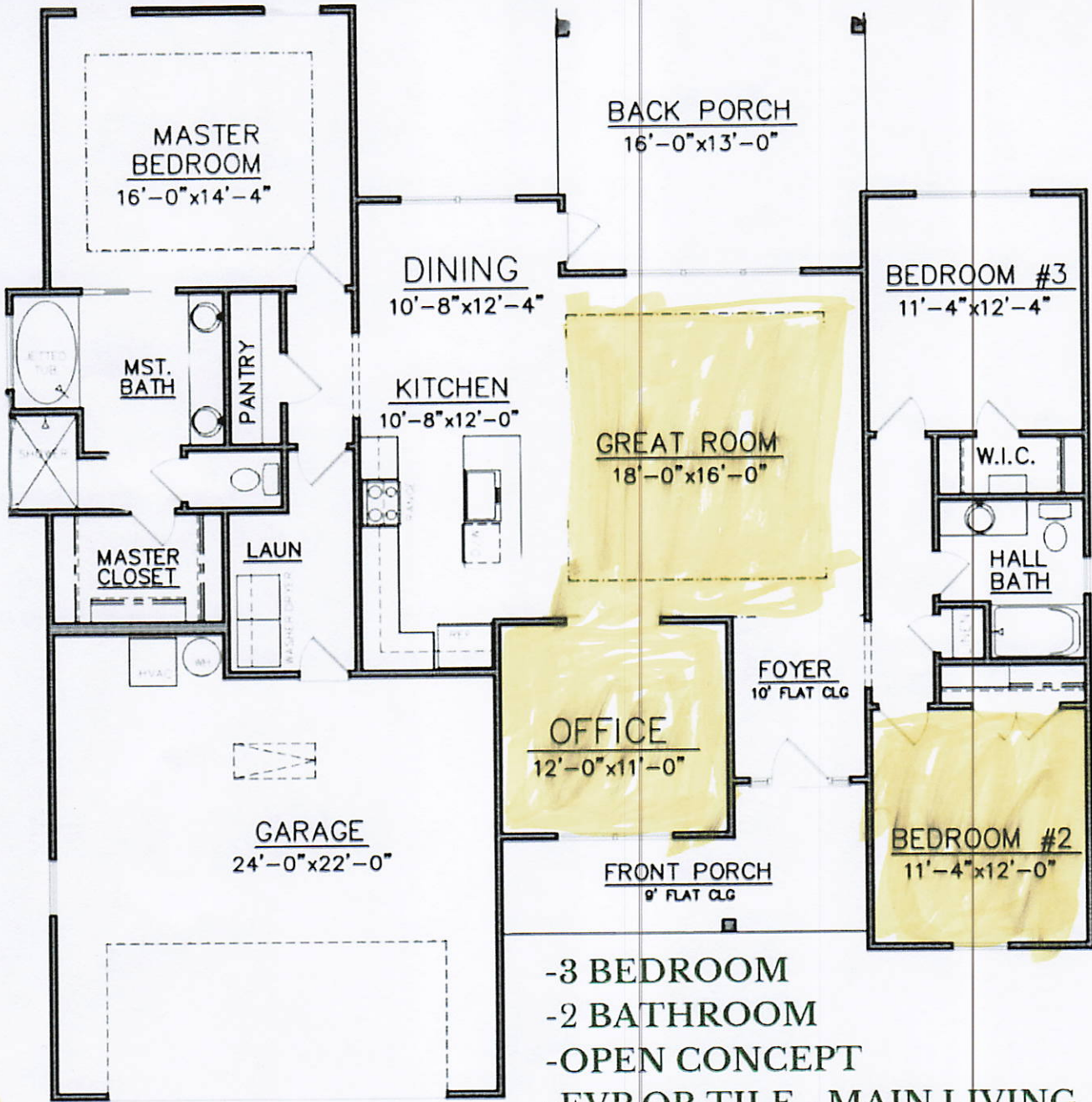
Signed: [Signature] Date: 03/02/2026

### TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR:

- Has the correct fee been paid?  
 Yes ( ) No Amount \$ 300
- Date complete application filed: 3/3/26
- List of attachments:  
 Simple map with property owner's name  
 Site Plan  
 Other \_\_\_\_\_
- Public hearing:  
 Date applicant notified: 3/3/26  
 Date hearing advertised: 3/12/26  
 Date hearing held: 4/6/26
- Planning Commission recommended:  
 Approval ( ) Denial Date: 4/6/26  
Conditions of approval or reasons for denial: \_\_\_\_\_
- City Council: ( ) Approved ( ) Denied  
Conditions of approval or reasons for denial: \_\_\_\_\_
- Date applicant notified of final action: 4/14/26



**1835 SOFT PLAN**



- 3 BEDROOM
- 2 BATHROOM
- OPEN CONCEPT
- EVP OR TILE - MAIN LIVING
- CARPET - BEDROOMS
- STUCCO, BOARD & BATTEN,  
OR HARDIE LAP SIDING

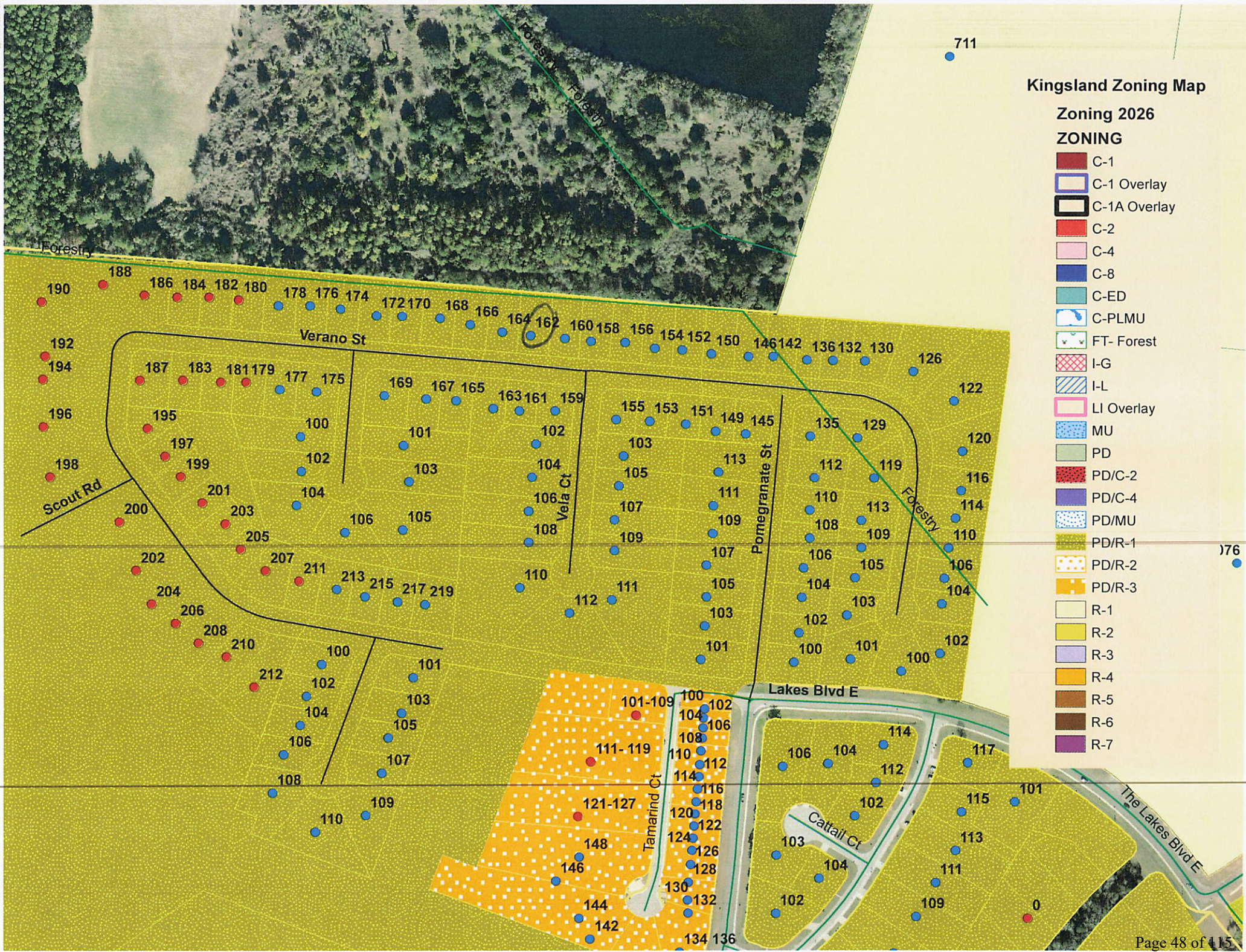
*Area where children will be kept.*

# Kingsland Zoning Map

## Zoning 2026

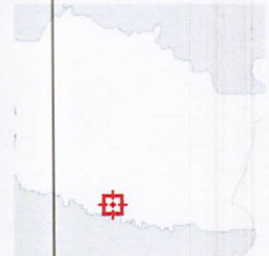
### ZONING

- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-8
- C-ED
- C-PLMU
- FT- Forest
- I-G
- I-L
- LI Overlay
- MU
- PD
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- PD/C-4
- PD/MU
- PD/R-1
- PD/R-2
- PD/R-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7





Overview



Legend

- Parcels
- Roads
- USA Major Highways**
  - Limited Access
  - Highway
  - Major Road
  - Local Road
  - Minor Road
  - Other Road
  - Ramp
  - Ferry
  - Pedestrian Way
- City Labels

Parcel ID	107T02 059	Owner	KORCH IAN ALEXANDER & EVELYNN GRACE RALSTON	Last 2 Sales			
Class Code	Residential		162 VERANO STREET	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	2/18/2025	\$365000	FM	Q
				7/18/2022	0	NM	U
Acres	0.22	Physical Address	162 VERANO ST				
		Assessed Value	Value \$370818				

(Note: Not to be used on legal documents)

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The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

## Planning and Community Development

### Staff Report

**Planning Commission Meeting Date:** April 6, 2026

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Re- Plat

**Summary:** Ron Sawyer with Sawdawg, LLC has submitted an application for a Re-Plat of Laurel Preserve Phase 1A. consisting of 18 single family lots on approx. 4.5 acres. The purpose of the re-plat is to revise the amenity center tract and lots 53& 54. This will remove the easement across tract 2 and add easement along common lot lines of lot 53 & 54.

**Zoning:** PD/R-1

**Is Proposal Consistent with the Comprehensive Plan?** N/A

**Staff Recommendation:** Staff Recommends Approval

Scott L. Kimball

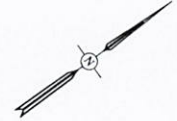
Planning & Zoning Director

RESERVED FOR RECORDING PURPOSES

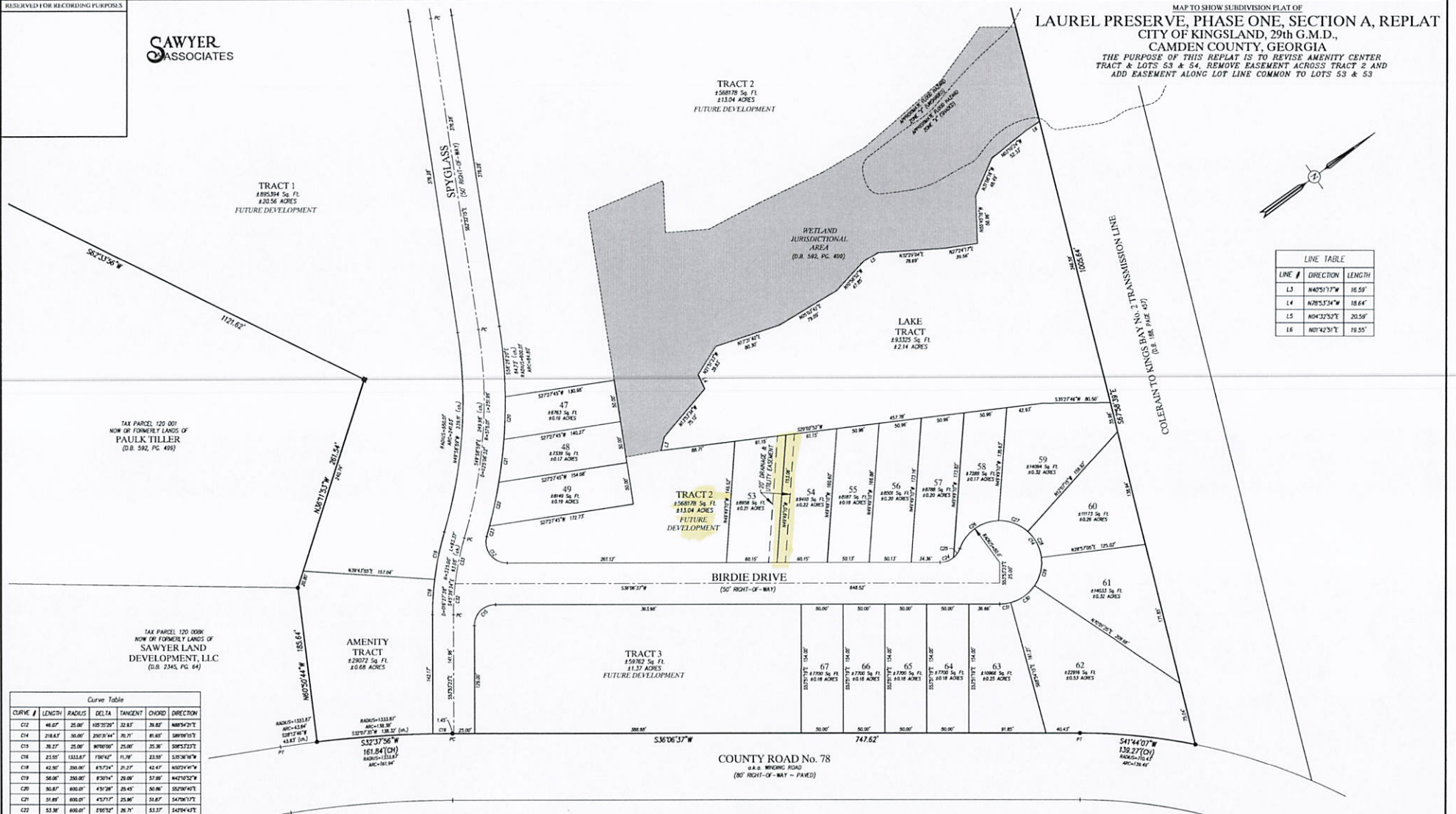
**SAWYER ASSOCIATES**

MAP TO SHOW SUBDIVISION PLAT OF  
**LAUREL PRESERVE, PHASE ONE, SECTION A, REPLAT**  
 CITY OF KINGSLAND, 29th G.M.D.,  
 CAMDEN COUNTY, GEORGIA

THE PURPOSE OF THIS REPLAT IS TO REVISE AMENITY CENTER TRACT & LOTS 53 & 54, REMOVE EASEMENT ACROSS TRACT 2 AND ADD EASEMENT ALONG LOT LINE COMMON TO LOTS 53 & 53



LINE #	DIRECTION	LENGTH
L3	N49°51'17"W	16.59'
L4	N29°53'34"W	18.64'
L5	N04°33'32"E	20.59'
L6	N01°42'31"E	19.55'



CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	DIRECTION
C12	46.07	25.00	103°32'29"	32.87	36.87	N85°42'17"E
C14	218.67	50.00	230°34'41"	30.71	81.85	S89°09'19"W
C15	38.27	25.00	80°00'00"	25.00	35.36	S08°57'22"E
C16	23.55	1833.67	1°07'42"	11.78	23.55	S13°36'36"W
C18	42.30	306.00	63°71'4"	21.27	42.47	N02°04'41"W
C19	58.00	350.00	83°01'4"	29.00	57.88	N42°02'52"W
C20	50.87	600.00	43°28'	25.43	50.86	S52°00'49"E
C21	31.89	600.00	43°11'	25.96	31.87	S47°00'17"E
C22	53.30	600.00	59°53'	26.79	53.37	S42°04'42"E
C23	12.90	600.00	1°19'37"	6.40	12.90	S10°55'07"E
C24	12.61	25.00	4°22'32"	6.97	12.25	N10°55'26"E
C25	12.16	25.00	3°09'41"	6.76	12.07	N19°29'36"W
C26	62.29	50.00	69°03'07"	34.47	56.90	N02°00'29"E
C27	38.00	50.00	47°32'33"	19.87	37.00	N08°26'30"E
C28	35.60	50.00	42°47'43"	18.58	34.85	S01°23'30"E
C29	35.56	50.00	42°46'30"	18.58	34.83	S04°06'32"E
C30	35.68	50.00	42°57'38"	18.64	34.87	S00°13'17"W
C31	12.48	50.00	1°26'36"	6.78	12.44	S18°23'17"W
C32	37.17	225.00	8°32'40"	18.56	37.07	S20°17'02"E
C33	36.29	225.00	8°54'38"	18.77	36.19	S42°23'17"E

Curve #	Length	Radius	Delta	Tangent	Chord	Direction
C12	46.07	25.00	103°32'29"	32.87	36.87	N85°42'17"E
C14	218.67	50.00	230°34'41"	30.71	81.85	S89°09'19"W
C15	38.27	25.00	80°00'00"	25.00	35.36	S08°57'22"E
C16	23.55	1833.67	1°07'42"	11.78	23.55	S13°36'36"W
C18	42.30	306.00	63°71'4"	21.27	42.47	N02°04'41"W
C19	58.00	350.00	83°01'4"	29.00	57.88	N42°02'52"W
C20	50.87	600.00	43°28'	25.43	50.86	S52°00'49"E
C21	31.89	600.00	43°11'	25.96	31.87	S47°00'17"E
C22	53.30	600.00	59°53'	26.79	53.37	S42°04'42"E
C23	12.90	600.00	1°19'37"	6.40	12.90	S10°55'07"E
C24	12.61	25.00	4°22'32"	6.97	12.25	N10°55'26"E
C25	12.16	25.00	3°09'41"	6.76	12.07	N19°29'36"W
C26	62.29	50.00	69°03'07"	34.47	56.90	N02°00'29"E
C27	38.00	50.00	47°32'33"	19.87	37.00	N08°26'30"E
C28	35.60	50.00	42°47'43"	18.58	34.85	S01°23'30"E
C29	35.56	50.00	42°46'30"	18.58	34.83	S04°06'32"E
C30	35.68	50.00	42°57'38"	18.64	34.87	S00°13'17"W
C31	12.48	50.00	1°26'36"	6.78	12.44	S18°23'17"W
C32	37.17	225.00	8°32'40"	18.56	37.07	S20°17'02"E
C33	36.29	225.00	8°54'38"	18.77	36.19	S42°23'17"E

SHEET 2 OF 2  
 SEE SHEET 1 FOR OVERALL

Scale bar: 1" = 30'

DWG. BY: W.C. QCD BY: W.C.

SURVEY DATE: 08-12-2023

**CLOSURE NOTE:**  
 THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 3000 FEET AND AN ANGULAR ERROR OF 36 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. (TRAD. SURVEY)

THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,571,442 FEET.

EQUIPMENT USED: ANGULAR: SOKKIA CX  
 LINEAR: SOKKIA CX

**LEGEND:**

- = SET 1/2" REBAR
- = SET 4"X4"X4" CONCRETE MONUMENT, 15" TALL
- = FOUND CONCRETE MONUMENT IDENTIFICATION AS NOTED
- = FOUND REBAR OF IRON PIPE IDENTIFICATION AS NOTED
- △ = FOUND PK NAIL & WASHER IDENTIFICATION AS NOTED

P.C. = PLAT CORNER  
 P.B. = PLAT BOOK  
 P.D. = PLAT DRAWER  
 D.B. = DEED BOOK  
 P.C. = PAGE  
 (Ch) = CHORD  
 PC = POINT OF CURVATURE  
 PT = POINT OF TANGENCY  
 PRC = POINT OF REVERSE CURVE  
 B.R.L. = BUILDING RESTRICTION LINE

P.O. BOX 5730  
 ST. MARYS, GEORGIA 31555  
 (912) 729-1507 PHONE  
 (912) 729-1509 FAX

PREPARED BY

**A K M SURVEYING, INC.**  
 SURVEYORS & LAND PLANNERS

GEORGIA LICENSED SURVEY FIRM No. 1067  
 EMAIL: AKM\_SURVEYING@GMAIL.COM

\\S:\SERVICES\Drawings\CAD & PDF FILES\2023\Amenity\Laurel Preserve\LAUREL PRESERVE PH 1A - REPLAT.dwg

RESERVED FOR RECORDING PURPOSES

**SAWYER ASSOCIATES**

PROPERTY OWNED BY:  
LAUREL ISLAND HOLDINGS, LLC  
100 MARSH HARBOR PARKWAY  
KINGSLAND, GA 31548  
(912) 576-9003  
(D.B. 1918, PG. 178)

SANDWICH, LLC  
100 MARSH HARBOR PARKWAY  
KINGSLAND, GA 31548  
(912) 576-9003  
(D.B. 958, PG. 717)

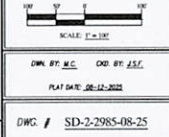
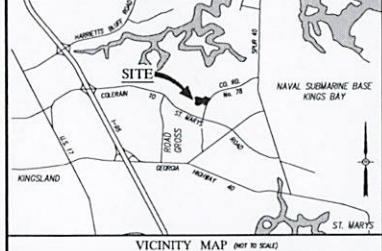
Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	DIRECTION
C1	308.55	350.00	167.30°	20.62	190.27	N49°30'30"W
C2	244.07	300.00	178.20°	12.48	228.17	N49°30'30"W
C3	157.42	300.00	182.30°	7.44	157.28	N79°42'30"W
C4	102.14	450.00	190.90°	5.14	102.00	N79°42'30"W
C5	83.54	553.44	197.07°	4.00	83.47	N79°42'30"W
C6	290.00	700.00	224.61°	147.18	288.02	S89°27'37"E
C7	310.80	750.00	224.61°	157.67	308.60	S89°27'37"E
C8	101.89	603.44	197.07°	51.12	101.87	S74°49'12"E
C9	84.25	600.00	190.90°	47.22	84.15	S74°49'12"E
C10	172.17	600.00	182.30°	26.48	171.58	S74°49'12"E
C11	253.84	600.00	147.42°	138.80	251.80	S30°21'30"E
C12	46.67	25.00	105°22'30"	23.33	30.87	N89°54'30"E
C13	30.17	25.00	70°14'30"	15.08	24.67	N49°30'30"W
C14	216.42	50.00	229°24'30"	70.71	81.87	S89°27'37"E
C15	30.27	25.00	105°22'30"	21.00	35.38	S20°52'30"E
C16	23.87	1333.67	178°42'	11.94	23.85	S70°30'30"W
C17	138.30	1333.67	178°42'	69.25	138.22	S70°30'30"W

LINE TABLE		
LINE #	DIRECTION	LENGTH
L7	N78°58'42"W	20.00'
L8	N11°19'18"E	20.00'
L9	N78°58'42"W	20.00'
L10	S11°19'18"W	20.00'

**NOTES:**

- 1.) BEARINGS SHOWN HEREIN REFER TO THE STATE PLANE COORDINATE SYSTEM FOR GEORGIA, EAST ZONE, NAD 1983 AND WERE ESTABLISHED BY GPS METHODOLOGY.
- 2.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER SUBJECT PROPERTY, NOT SHOWN HEREIN, WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
- 3.) THE WETLAND AREAS SHOWN HEREIN ARE BASED PLAT RECORDED IN PLAT BOOK 2024, PAGE 119-120, PUBLIC RECORDS OF SAID COUNTY. NO ATTEMPT HAS BEEN MADE BY THIS FIRM TO DETERMINE THE ACCURACIES OF SAID WETLANDS.
- 4.) THIS SURVEY HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A FORMAL TITLE REVIEW.
- 5.) SUBJECT PROPERTY IS CURRENTLY ZONED PD (R-1). BUILDING SETBACK REQUIREMENTS ARE AS FOLLOWS: MINIMUM FRONT YARD SETBACK: 25 FEET; MINIMUM SIDE YARD SETBACK: 5 FEET FROM SIDE LOT LINE; MINIMUM REAR YARD SETBACK: 15 FEET FROM REAR PROPERTY LINE.
- 6.) SUBJECT PROPERTY CONTAINS 245.70 ACRES AND CONTAINS 19 LOTS & 6 TRACTS.
- 7.) SUBJECT PROPERTY TO BE SERVED BY CITY OF KINGSLAND WATER AND SEWER. OWNER/DEVELOPER TO INSTALL LINES WITHIN SUBJECT PROPERTY.
- 8.) SUBJECT PROPERTY IS SHOWN TO BE IN FLOOD HAZARD ZONE "A" (UNSHADED) & "X" (SHADED) AS PER F.A.R. MAPS, FOR CAMDEN COUNTY, GEORGIA, DATED DECEMBER 21, 2017, MAP No. 130330243G, COMMUNITY No. 130027, PANEL No. 0415, SUFFIX C.
- 9.) THERE EXIST A 5' WIDE DRAINAGE & UTILITY EASEMENT RESERVED TO THE CITY OF KINGSLAND ALONG ALL UNRESTRICTED FRONT, SIDE AND REAR PROPERTY LINES, UNLESS SHOWN OTHERWISE, ACCORDING TO PLAT RECORDED IN P.B. 2024, PG. 119-120, PUBLIC RECORDS OF SAID COUNTY.

SHEET 1 OF 2  
SEE SHEET 2 FOR DETAILS



**CLOSURE NOTE:**  
THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 1000 FEET AND AN ANGULAR ERROR OF 24 SECONDS PER ANGLE AND WAS ACQUIRED USING THE COMPASS RULE. (DUAL SURVEY)

THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,021,442 FEET.

**EQUIPMENT USED:** ANGLER: SOKKIA CX LINEAR: SOKKIA CX

- LEGEND:**
- = SET 1/2" REBAR
  - = SET 4"X4"X24" CONCRETE MONUMENT, LSF 1067
  - = FOUND CONCRETE MONUMENT IDENTIFICATION AS NOTED
  - = FOUND REBAR OR BORN PIPE IDENTIFICATION AS NOTED
  - ▲ = FOUND PK NAIL & WASHER IDENTIFICATION AS NOTED
  - P.C. = PLAT CABINET
  - P.B. = PLAT BOOK
  - P.D. = PLAT DRAWER
  - D.B. = DEED BOOK
  - PL = PAGE
  - (CH) = CHORD
  - PC = POINT OF CURVATURE
  - PT = POINT OF TANGENCY
  - PRC = POINT OF REVERSE CURVE
  - B.R.L. = BUILDING RESTRICTION LINE

P.O. BOX 5730  
ST. MARYS, GEORGIA 31558  
(912) 729-1507 PHONE  
(912) 729-1509 FAX

GEORGIA LICENSED SURVEY FIRM No. 11067  
EMAIL: AKM\_SURVEYING@GMAIL.COM



PREPARED BY  
**AKM SURVEYING, INC.**  
SURVEYORS & LAND PLANNERS

**CERTIFICATION:** As required by subsection (c) of O.C.G.A. Section 15-6-42, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording in accordance with the laws and specifications of the City of Kingsland, Georgia, and does hereby irrevocably dedicate to the use of the public all roads and easements for the purposes they are labeled.

BY: JEFFREY S. FOSTER  
GA REGISTERED SURVEYOR No. 3143

DATE: 03/25/2026

T:\P\SEVER\Drawing\CAD & PDF FILES\2026\Cad\Land Plans\LAUREL PRESERVE PH 1A - REPLAT.dwg



The City of Kingsland, GA  
107 South Lee Street  
P.O. Box 250  
Kingsland, GA 31548  
Ph: 912-729-5613  
Fax: 912-729-7618

## Planning and Community Development

### Staff Report

**City Council Meeting Date:** April 13, 2026

**Agenda Item:** Alcohol License

**Summary:** Hardika PatelShreeraj26, Inc., has applied for an alcohol license for the Snappy Food convenient store at 1870 Harriett's Bluff Rd. The purpose of the alcohol license is for the sale of packaged beer/wine. Ms. Patel also has an alcohol license issued by the county for Snappy Food located at 5480 US Hwy. 17. No issues were found during the background and fingerprint checks.

**Zoning:** C-4 (General Commercial)

**Staff Recommendation:** Chief of Police and the Planning Department Staff recommends approval of the Alcohol License.

Scott L. Kimball

Planning & Zoning Director

April 13th 2026



License # ABL 26-1516

City of Kingsland

Post Office Box 250, Kingsland, Georgia 31548  
Phone: (912) 729-5613 Fax: (912) 729-7618

APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Application will not be accepted unless filled out completely.  
(An investigation fee of \$250.00 is due upon submittal.)

NOTE: For on-premise sales and consumption of alcoholic beverages, you MUST meet the following requirements:

- (1) Must be located within the proper zoning district;
- (2) Eating establishments;
- (3) Lounges located within hotels or motels where food is served and consumed: Must have a seating capacity of at least 50 people;
- (4) Private Clubs or association of individuals organized for fraternal or charitable purposes, must have a membership of at least 25 members.

The above requirements are more clearly defined in Sec. 3-3 of Ordinance 2003-25, as amended.

TYPE OF LICENSE APPLYING FOR: (Initial all that applies):

Malt Beverage (Beer) Retail  Wine Retail   
 Packaged in Car  Packaged in Car   
 Consumed on Premises: \_\_\_\_\_ Consumed on Premises: \_\_\_\_\_  
 Complimentary Beer Wine Consumed on Premises \_\_\_\_\_  
 Intoxicating Liquor (distilled Spirituous Liquors) By the Drink  
 Consumed on Premises \_\_\_\_\_

Type of Business (Check one):  Restaurant  Retail Store  Private Club  
 Hotel Lounge  Hotel In-Room Service  Bowling Alley  
 Golf Course Club House  Temporary-Daily

Seating Capacity: 0 Zoning District: C-4

Before the undersigned attesting officer, duly authorized by law to administer oaths, personally appeared the undersigned applicant for a license or permit for the sale of alcoholic beverages in the City of Kingsland, Georgia, and, being first duly sworn, on oath, states that the information given, statements made, and questions answered in this application are true and correct:

1. State the official name under which the business or establishment to be licensed will be conducted: Shreeraj 26 Inc DBA SNAPPY food / Hardika Patel  
 Address of Applicant: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Applicant's Date of Birth: \_\_\_\_\_ S.S.N.: \_\_\_\_\_ Race: Asian

Shreeraj 26 Inc DBA SNAPPY food  
 1870 Hornets bluff Rd  
 Woodbine, GA, 31569

2. State the business name under which the business or establishment to be licensed:

DBA SNAPPY Food (Shree raj 26 Inc)

Address: 1870 Harriets BLVD Rd, Woodbine, GA 31569

3. If applicant is a partnership of any kind, state the names, Social Security numbers, telephone Number and mailing addresses of all members of the partnerships:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Attach a copy of partnership Agreement or Articles of Partnership to this Application.

5. If Applicant is a corporation, state the following:

(a) Shareholders' names, Social Security numbers, telephone numbers, and addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Officers' names, Social Security numbers, telephone numbers, and addresses:

President: HARDIKA PATEL [REDACTED]

329 Oak Grove Island DR

Bensenville, GA, 31523 Phone [REDACTED]

Vice President: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Secretary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Treasurer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. If the applicant is a corporation, attach a copy of the Articles of Incorporation:

7. State the name(s), Social Security number(s), telephone number(s), and mailing address(es) of any Persons or entities, other than those named above, who have any financial interest of beneficial Ownership interest in the establishment or business to be licensed:

Shree raj 26 Inc DBA Snappy Food  
1870 Harriet bluff rd, Woodbine, GA.  
31569

8. State the name(s), Social Security number(s), and mailing address(es) and birth date(s) of each Manager the establishment or business licensed:

Harlin Pau, [REDACTED], 324 oak grove  
Island Dr, Brunswick, GA, 31523

9. State whether or not the above-named manager(s) has ever been convicted of a crime or has been The subject of an alcoholic beverage license suspension or revocation by the State of Georgia or Any other city or jurisdiction:

NO

10. If the response to the preceding was in the affirmative, state the date, nature, and name of said Revoking or suspending body or agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. State whether or not the applicant and/or any of the officials, entities, or persons named above  
Have ever been convicted of violating any ordinance, regulation, or law of any jurisdiction with  
Regard to the sale or distribution of alcoholic beverages:

None

12. If your response to the preceding was in the affirmative, give a detailed description of such  
Violation, including the name of the jurisdiction where the violation occurred:

13. State whether or not any individuals or entities identified above have been convicted of any crime  
and, if so, state a detailed description which includes the nature of the offense, date of conviction, and  
names of the jurisdiction:

14. If applicant or any of the individuals or entities named above holds an alcohol beverage license from  
any other jurisdiction or from the State of Georgia, state the name of each such jurisdiction and of the  
licensed location for any State license or attach a copy of each such license to this application.

Snappy Foods 3480 US 17 N Kingsland, GA, 31548

om foods 1100 GA Hwy 57 Townsend, GA, 31331

15. If the location for which the license is sought has been or is now licensed, state the name of the  
Business or establishment and the name of the license:

Former Business was licensed for 3 years but was  
terminated in 2025

16. IF MY APPLICATION IS APPROVED, I CERTIFY:

(Please Initial each of the following)

H.P. That I will abide by all the requirements of the City of Kingsland Code, law of the State of Georgia,  
and regulations of the State Department of Revenue.

H.P. That I will abide by the opening and closing hours and days on which sales are prohibited as set  
forth in the Kingsland Code.

H.P. That I will not attempt to transfer any license granted except under terms and conditions as set forth in the City of Kingsland Code.

H.P. That the business in which I propose to sell alcoholic beverages to be consumed on the premises is not within 600 feet of any church, school ground, college campus, any business entering primarily to teenage persons, or any city-owned or city operated recreational facility (except as approved by council).

H.P. That if license, as applied for, is granted, I will allow my business premises to be open to inspection at any time by City Officials authorized to conduct inspections of business premises.

H.P. That if I fail to comply with the City of Kingsland code, laws of the State of Georgia, or regulations of the Department of Revenue, I understand that my license may be suspended and that no license fee paid shall be refundable.

H.P. That if a license for Malt Beverage or Wine Packaged to Go is issued to me, I will sell only in the original, unbroken package and will not allow alcoholic beverages to be consumed on premises.

H.P. That the building in which alcoholic beverages are to be sold has been completed according to the Southern Standard Building Code and evidence of ownership or a copy of the lease to said premises is attached hereto.

H.P. That I have never been convicted of any felony involving moral turpitude.

H.P. That I or any proposed employee have not been convicted for the violation of any law involving alcoholic beverages, gambling, or tax law violations. If yes, please list the names, type of conviction, and job title below.

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**17. List three references who are not family/relatives or current or future employees:**

1. Chris Kurrasch

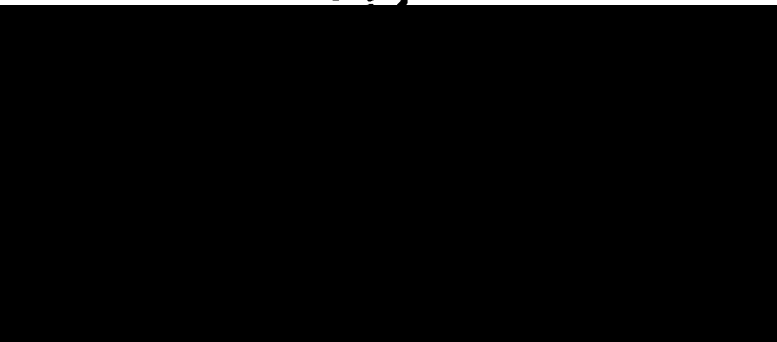
Name A

2. Gail Richardson

Name A

3. Cindy Donnel 102

Name A



**18. If at current address for less than three years, list previous address:**

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19. Have you ever been convicted of a felony? NO if so, please describe:

NO.

20. List any Alcoholic Beverage Licenses currently held, include address and state:

5480 US 17 N Kingsland, GA 31548 (Camden County)  
1100 GA Hwy 57, Thomas GA 31331 (McIntosh)

21. List any Alcoholic Beverage Licenses previously held, include address and state:

Same as above

22. Have you had any administrative sanctions brought against you by any state regulatory agency regarding alcohol sales? NO

NO.





Kingsland Police Department  
111 South Seaboard Street  
P.O. Box 250  
Kingsland, GA 31548  
Phone: 912-729-8254  
Fax: 912-729-8628 www.KingslandGeorgia.com

**Rick Evans, Chief of Police**

**Jason Seaward, Deputy Chief**

To: Scott Kimball.

March 6, 2026

A background investigation was conducted for the Alcohol Beverage License application submitted by Hardika Patel for DBA Snappy Food (Shreeraj26 Inc). 1870 Harriets Bluff Rd. Woodbine, GA 31569. The findings are:

A local criminal background check was conducted for Patel, and there was no criminal history located. There is no record of Wilcox having any negative contact with law enforcement, including the Kingsland Police Department or any other law enforcement in the region.

I spoke with the one person listed as references on the application.

On March 6, 2026, I attempted to contact Chris Kurrasch, [REDACTED] the number was disconnected. I had to contact the applicant, Hardika Patel, for another number. Patel provided the phone number [REDACTED] and stated that it was Kurrasch's cell number and that he was a vendor for her. I made contact with Kurrasch, who stated he has known Patel for 10 plus years, and she and her husband are some of the nicest people he has ever met, he sees no reason that they should not be allowed to obtain this license.

On March 6, 2026, I attempted to contact Gail Richardson, [REDACTED] I then learned that the number was an automated bank line. While on the phone with Patel, she stated that Richardson was her banker, whom she has known for several years, but she did not have a direct line number. I was able to contact Richardson at the automated number: she advised that she has known Patel and her husband for approximately 6 years and that the couple banks there with their personal accounts and several business accounts. When asked if there was any reason she shouldn't have an alcohol license, she stated no and that she knows several of her other businesses have alcohol licenses currently.

On March 6, 2026, I made contact with the third listed reference, Cindy Daniels, [REDACTED] At that time, I learned that Daniels works for planning and zoning. I explained that she was listed as a reference on the application, and she stated that she only knows Patel due to her currently having an alcohol license through the city for another business.

Based on the above information, I believe Harika Patel is qualified for this alcohol license.

Respectfully,

Captain Samantha Swartz  
Criminal Investigations Division  
Office of Professional Standards  
Kingsland Police Dept.  
912-729-8624

**E-VERIFY FORM  
CITY OF KINGSLAND AFFIDAVIT  
O.C.G.A. § 36-60-6(d) E-VERIFY PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE**

By executing this affidavit under oath as an applicant for a(n) Alcohol License  
[Occupational Tax Certificate, Alcohol License or other document required to operate a business] as references  
in O.C.G.A. § 36-60-6(d) from the City of Kingsland, Georgia, the undersigned applicant representing the  
private employer known as Shree, Ravi 26 Inc [printed name of private employer]  
verifies one of the following with respect to my application for the above mentioned document:

- 1) a) \_\_\_\_\_ On January 1<sup>st</sup> of the below signed year the individual, firm, or corporation employed more than ten (10) employees.  
b)  On January 1<sup>st</sup> of the below signed year the individual, firm, or corporation employed less than ten (10) employees. (Exempt from E-Verify Program)

If the employer selected 1(a) please fill out Section 2 below.

2) \_\_\_\_\_ The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
BUSINESS ACCOUNT NO.

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
SALES TAX ID NO. (Only if Applicable)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed in Brunswick (City). ga (State).

Hardine Pale  
Signature of Applicant

2-13-2024  
Date

Hardine Pale  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 13 DAY OF Feb, 2024

Kimberly Mallard  
NOTARY PUBLIC/SEAL

My Commission Expires: 5/19/2029



**CITY OF KINGSLAND, GEORGIA**  
**SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) FORM**  
**O.C.G.A. § 50-36-1 (E)(2) AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT**

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate, as referenced in O.C.G.A. § 50-36-1 from the City of Kingsland, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1)  I am a United States citizen.

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

2)  I am a legal permanent resident of the United States. \*\*

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

3)  I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. \*\*

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. § 50-36-1 (E)(1) WITH THIS AFFIDAVIT.

The secure and verifiable document provided with this affidavit can best be classified as:

Drivers License (please attach copy of document)

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.

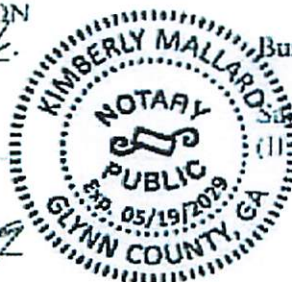
Executed in Brunswick (City), ga (State).

Harold Pace 2-13-2020  
Signature of Applicant Date

Harold Pace  
Printed Name of Applicant

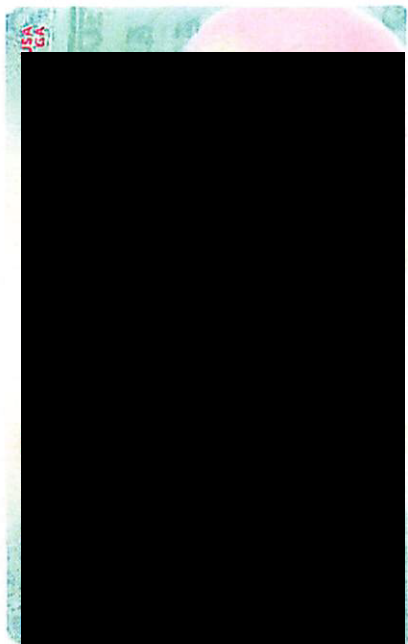
SUBSCRIBED AND SWORN BEFORE ME ON THIS 13 DAY OF Feb, 2020.

[Signature]  
NOTARY PUBLIC/SEAL



Business License Acct No. \_\_\_\_\_  
Sales Tax ID No. \_\_\_\_\_  
(If Applicable)

My Commission Expires: 5/19/2029





**RESOLUTION 2026-08**

**WHEREAS**, the Board of Directors of the Georgia Municipal Association (GMA) has established a Certified City of Ethics Program; and

**WHEREAS**, the City of Kingsland wishes to readopt the same five (f) ethics principles and pledges; and

**WHEREAS**, part of the recertification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board.

**NOW, THEREFORE, BE IT RESOLVED** by the governing authority of the City of Kingsland, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- Serve Others, Not Ourselves
- Use Resources with Efficiency and Economy
- Treat All People Fairly
- Use the Power of our Position For the Well Being of our Constituents
- Create an Environment of Honest, Openness, and Integrity

**RESOLVED**, this 13<sup>th</sup> day of April, 2026.

**BY:** \_\_\_\_\_  
Dr. C. Grayson Day, Jr., Mayor

\_\_\_\_\_  
Alex Blount, Mayor Pro-Tem

\_\_\_\_\_  
Paul Chamberlin, Councilmember

\_\_\_\_\_  
Farran Fullilove, Councilmember

\_\_\_\_\_  
Kristy Chance, Councilmember

**ATTEST:** \_\_\_\_\_  
Jo Seigler-Horne, City Clerk



**ORDINANCE # 2010-10**

**CITY OF KINGSLAND**

**STATE OF GEORGIA**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSLAND, GEORGIA TO PROVIDE A NEW CODE SECTION \_\_\_\_\_, ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Kingsland, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

**WHEREAS**, the duly elected governing authority of the City of Kingsland, Georgia is the Mayor and Council thereof; and

**WHEREAS**, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

**WHEREAS**, such measures are necessary to provide the public with confidence in the integrity of its government.

**NOW, THEREFORE**, it is the policy of the City that its officials, employees, appointees, and volunteers conducting official City business:

- Serve others and not themselves;
- Be independent, impartial and responsible;
- Use resources with efficiency and economy;
- Treat all people fairly;
- Use the power of their position for the well being of their constituents; and
- Create an environment of honesty, openness and integrity.

**NOW, THEREFORE BE IT, AND IT IS HEREBY ORDAINED:**

**Section 1.**

That the Code of Ordinances of the City of Kingsland, Georgia is hereby amended by adding sections to be numbered \_\_\_\_\_, Code of Ethics, which said sections, read as follows:

**“Sec. \_\_\_\_\_ PURPOSE**

The purpose of this code of ethics is to:

- (a) Encourage high ethical standards in official conduct by City officials;
- (b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the City;
- (c) Require disclosure by such officials of private financial or other interest in matters affecting the City ; and
- (d) Serve as a basis for disciplining those who refuse to abide by its terms.

**Sec. \_\_\_ SCOPE**

The provisions of this code of ethics shall be applicable to all elected or appointed City officials. Notwithstanding anything herein to the contrary, state law and the charter of the City shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the charter.

**Sec. \_\_\_ DEFINITIONS**

Solely for the purpose of this code of ethics:

- (a) *City official* or *official*, unless otherwise expressly defined does not include City employees but does mean the mayor, members of the City Council, municipal court judges (including substitute judges), City manager, City clerk, City attorney, and all other persons holding positions designated by the City charter, as amended. The term “City Official” also includes all individuals, including City employees, appointed by the mayor and/or City Council as appropriate to City authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or City Council.
- (b) *Decision* means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the City Council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.
- (c) *Employee* means any person who is a full-time or part-time employee of the City.
- (d) *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any City official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

- (e) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.
- (f) *Remote interest* means an interest of a person or entity, including a City Official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general City fees, City utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.
- (g) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:
  - (1) the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
  - (2) the funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
  - (3) the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the City Council; or
  - (4) the person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

**Sec. \_\_\_ PROHIBITIONS**

- (a) No City Official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the City.
- (b) No City Official, in any matter before the council or other City body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) No City Official shall act as an agent or attorney for another in any matter before the City Council or other City body.
- (d) No City Official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.

- (e) No City Official shall enter into any contract with, or have any interest in, either directly or indirectly, the City except as authorized by state law.
  - (i) This prohibition shall not be applicable to the professional activities of the City Attorney in his or her work as an independent contractor and legal advisor on behalf of the City .
  - (ii) This prohibition shall not be applicable to an otherwise valid employment contract between the City and a City Official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).
  - (iii) Any official who has a proprietary interest in an agency doing business with the City shall make that interest known in writing to the City Council and the City Clerk.
- (f) All public funds shall be used for the general welfare of the people and not for personal economic gain.
- (g) Public property shall be disposed of in accordance with state law.
- (h) No City official shall solicit or accept other employment to be performed, or compensation to be received, while still a City official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of City duties.
- (i) If a City Official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the City Council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
- (j) No City Official shall use City facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
- (k) No City Official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
- (l) A City Official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
- (m) A City Official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.

- (n) A City Official shall not order any goods and services for the City without prior official authorization for such an expenditure. No City Official shall attempt to neither obligate the City nor give the impression of obligating the City without proper prior authorization.
- (o) No City Official shall draw travel funds or per diem from the City for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the City therefore.
- (p) No City Official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Kingsland nor shall any City Official engage in ex parte communication with a municipal court judge of the City of Kingsland on any matter pending before the Municipal Court of the City of Kingsland.

**Sec. \_\_\_ CONFLICT OF INTEREST**

- (a) A City Official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.
- (b) A City Official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the City.
- (c) Where the interest of a City Official in the subject matter of a vote or decision is remote or incidental, the City Official may participate in the vote or decision and need not disclose the interest.

**Sec. \_\_\_ BOARD OF ETHICS**

- (a) The Board of Ethics of the City shall consist of three (3) residents of the City, one appointed by the mayor, one appointed by the City Council, and the third appointed by the mayor and approved by a majority of the City Council.
- (b) All members of the Board of Ethics shall be residents of the City for at least one (1) year immediately preceding the date of taking office and shall remain a resident while serving on the Board.
- (c) All members of the Board of Ethics shall serve a two-year term.
- (d) No person shall serve as a member of the Board of Ethics if the person has, or has had within the preceding one (1) year period, any interest in any contract or contracting opportunity with the City or has been employed by the City.
- (e) Members of the Board of Ethics with any permit or rezoning application pending before the City, or any pending or potential litigation against the City or any City Official charged in the complaint shall be disqualified from serving on the Board of Ethics for

that complaint. An alternate member of the Board of Ethics shall be selected in the same manner as the disqualified individual.

- (f) The members of the Board of Ethics shall serve without compensation. The City Council shall provide meeting space for the Board of Ethics and, subject to budgetary procedures and requirements of the City, such supplies and equipment as may be reasonably necessary for the Board to perform its duties and responsibilities.
- (g) No person shall serve on the Board of Ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
- (h) No person shall serve on the Board of Ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the Board of Ethics, or who is not qualified to be a registered voter in the City of Kingsland.
- (i) Upon appointment, members of the Board of Ethics shall sign an affidavit attesting to their qualification to serve as a member of the Board of Ethics.
- (j) Members of the Board of Ethics may be removed by majority vote of the City Council for cause including, but not limited to, failure to maintain any requirement for qualification to serve on the Board of Ethics.

**Sec. \_\_\_ RECEIPT OF COMPLAINTS**

- (a) All complaints against City Officials shall be filed with the Board of Ethics, who may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the City Council or the Board of Ethics. Upon receipt of a complaint in proper form, the chair of the Board of Ethics shall forward a copy of the complaint to the City Official or officials charged in the complaint within no more than seven (7) calendar days.
- (b) The Board of Ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the City Council has not prescribed such forms.
- (c) All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this ordinance.
- (d) To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a City Official, whether currently serving as a City Official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.

- (e) The City Clerk or Board of Ethics as appointed herein set forth shall cause the complaint to be served on the City Official charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a proper, verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. A hearing shall be held within sixty (60) calendar days after filing of the complaint. The Board of Ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses.
- (f) Upon receipt of a complaint in proper form, the Board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. The Board of Ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the City Official. For complaints that are not dismissed, the Board of Ethics is empowered to take evidence and to hold hearings to address the subject matter of the complaint and to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.
- (g) At any hearing held by the Board of Ethics, the City Official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven (7) calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The City Official subject to the inquiry shall have also had the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the Board of Ethics or the City Council to act upon any complaint.
- (h) Upon completion of its investigation of a complaint, the Board of Ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the City official.

**Sec. \_\_\_ DECISION**

The decision of the Board of Ethics shall be rendered in writing to the Mayor and Council within fourteen (14) calendar days after completion of the final hearing.

**Sec. \_\_\_ RIGHT TO APPEAL**

- (a) Any City Official or complainant adversely affected by the findings or recommendations of the Board of Ethics may obtain judicial review of such decision as provided in this Section.
- (b) An action for judicial review may be commenced by filing an application for appeal in the Municipal Court of the City of Kingsland within thirty (30) days after the decision of the Board of Ethics. The filing of such application shall act as supersedeas.

**Sec. \_\_\_ PENALTY**

Any person violating any provision of this Ordinance is subject to:

- (a) Public reprimand or censure by the City Council; or
- (b) Request for resignation by the City Council.

**Section 2.**

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

**Section 3.**

All ordinances and parts of ordinances in conflict herewith are expressly repealed. In the event of conflict between the provisions of this Ordinance and the Charter of the City of Kingsland, the provision of Section 13 of the Charter and provisions of the Charter prevails over any provision of this Ordinance.

**Section 4.**

The adoption date of this ordinance is 13<sup>th</sup> December 2010 and the effective date of this ordinance shall be 13<sup>th</sup> December 2010.

**ORDAINED** this 13<sup>th</sup> day of December 2010.

**CITY OF KINGSLAND, GEORGIA**

  
\_\_\_\_\_  
Kenneth E. Smith, Sr., Mayor

**ATTEST:**

*Linda O'Shaughnessy, City Clerk*  
Linda O'Shaughnessy, City Clerk

**APPROVED AS TO FORM:**

  
Thomas J. Lee, City Attorney.



**PROPOSAL: P44993**

**DATE:** March 25, 2026

**SUBMITTED TO:** City of Kingsland Georgia

**STREET:** 105 West William Avenue

**CITY, STATE & ZIP:** Kingsland, ga 31548

**ATTENTION:** Ron Knox

**PHONE:** (912) 729-5613

**EMAIL:** rknox@kingslandgeorgia.com

**JOB NAME:** KLGA-001 RFP#COK 25-25028

Per Specifications for RFP #COK25-028.

CIPP 18" Metal Culvert Repair 80 LF	(at \$12,412.00 LS)	1 LS	\$12,412.00
CIPP 60" Metal Culvert Repair 60 LF	(at \$59,916.00 LS)	1 LS	\$59,916.00
<b>66" Upsize 60 LF</b>	<b>(at \$1,792.00 LS)</b>	<b>1 LS</b>	<b>\$1,792.00</b>
<b>ESTIMATED TOTAL:</b>			<b>\$74,120.00</b>

Blank

<b>SUBMITTED BY</b>	<b>TITLE</b>	<b>DATE</b>
Nicks Egerton	Estimator	03/25/2026

**ACCEPTANCE OF PROPOSAL / SIGN & RETURN**

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**STATE OF GEORGIA  
DEPARTMENT OF NATURAL RESOURCES  
ENVIRONMENTAL PROTECTION DIVISION**

IN RE: City of Kingsland ) ORDER NO. EPD-WP-  
107 S. Lee Street )  
P.O. Box 250 )  
Kingsland, Georgia 31548 )  
Camden County )  
)  
)  
)  
Respondent. )

**CONSENT ORDER**

**Authority**

**WHEREAS**, the City of Kingsland (the “Respondent”) owns and operates a Water Pollution Control Plant (“Facility”) at 962 South Grove Boulevard in Kingsland, Georgia; and

**WHEREAS**, the Director (the “Director”) of the Environmental Protection Division of the Georgia Department of Natural Resources (“EPD”) administers and enforces the Georgia Water Quality Control Act of 1964 as amended, O.C.G.A. § 12-5-20 et seq. (the “Water Quality Act”); and

**WHEREAS**, EPD administers and enforces the Georgia Rules for Water Quality Control, GA. COMP. R. AND REGS. 391-3-6 (the “Water Quality Rules”), which were promulgated and are in effect pursuant to the Water Quality Act; and

**WHEREAS**, the Water Quality Act and the Water Quality Rules make it unlawful to discharge pollutants into the state waters except in compliance with a permit issued by the Director; and

**Civil Penalty**

**WHEREAS**, O.C.G.A. § 12-5-52 provides that any person violating any provision of the Water Quality Act or any permit condition or license or limitation issued or established pursuant to the Water Quality Act, Water Quality Rules, or negligently or willfully failing or refusing to comply with any final order of the Director shall be liable for a civil penalty not to exceed \$50,000.00 per day for each day during which such violation continues provided, however, that a separate and later incident creating a violation within a 12 month period shall be liable for a civil penalty not to exceed \$100,000.00 per day for each day during which such violation continues; and

**Background**

**WHEREAS**, NPDES Permit No. GA0037800 was issued to the Respondent effective December 20, 2024 (hereinafter “the Permit”) authorizing discharge from the Facility to the Saint Mary’s River; and

**WHEREAS**, the Permit requires Respondent to monitor wastewater effluent and ensure discharges are within the parameter limits; and

**WHEREAS**, the Discharge Monitoring Report (“DMR”) indicated exceedances of effluent enterococci for the months of January through December 2025, and January and February 2026 in violation of the Permit; and

**WHEREAS**, on March 5, 2025, April 17, 2025, and May 19, 2025, EPD issued the Respondent Letters of Non-Compliance (“LON”) for the Permit violations occurring from January to March 2025; and

**WHEREAS**, on June 12, 2025, June 30, 2025, August 21, 2025, November 17, 2025, January 21, 2026, and March 5, 2026, EPD issued the Respondent Notices of Violation (“NOV”) for the Enterococci Permit violations occurring from April to January 2026; and

**WHEREAS**, on June 23, 2025, EPD held an enforcement conference with the Respondent to discuss DMR violations and Permit requirements; and

**WHEREAS**, in a letter dated October 14, 2025, the Respondent requested approval for a pilot study using Peracetic Acid (PAA) for disinfection treatment; and

**WHEREAS**, on December 2, 2025, the Respondent received approval from EPD to conduct a peracetic acid (PAA) pilot study; and

**WHEREAS**, the Respondent states that a subsequent review of laboratory analytical procedures and quality control documentation indicates that certain reported enterococci exceedances may have resulted from erroneous laboratory analytical results rather than actual treatment performance deficiencies; and

**WHEREAS**, the Respondent states that upon identifying the potential for laboratory analytical inaccuracies and the possibility of incidental reeration basin and effluent station contamination, the Respondent promptly initiated corrective review measures to operate the Facility in accordance with the requirements of the Permit; and

**WHEREAS**, with EPD approval, the Respondent has voluntarily initiated a PAA pilot study and is evaluating long-term ultraviolet (UV) disinfection improvements as proactive measures to enhance treatment reliability and ensure compliance; and

**WHEREAS**, on March 6, 2026, the Respondent requested EPD approval to extend the currently authorized PAA pilot study for an additional two (2) months at the Facility in order to collect additional operational data and establish a more comprehensive dataset to support evaluation of disinfection performance; and

**WHEREAS**, the Respondent has incorporated the transition from NaOCl disinfection to ultraviolet (UV) disinfection into the City’s Five-Year Capital Improvement Plan and is expediting the evaluation, design, and implementation of UV disinfection improvements as part of its ongoing efforts to strengthen treatment performance and ensure sustained regulatory compliance; and

**WHEREAS**, the Respondent enters into this Consent Order for the purpose of resolving the allegations set forth herein in a timely and cooperative manner and without the expense of formal administrative proceedings, and the Respondent’s execution of this Order shall not constitute an admission of liability, wrongdoing, or violation of any statute, rule, or permit condition, except as may be expressly stated herein; and

### Alleged Violations

**WHEREAS**, the Respondent is alleged to have violated O.C.G.A. § 12-5-29(a) which requires conformance with the Water Quality Act, the Water Quality Rules, and the Permit; and

**WHEREAS**, the Respondent is alleged to have failed to meet Permit limits and ensure compliance with the Terms and Conditions of the Permit, in violation of Section 391-3-6-.06(4)(a) of the Water Quality Rules; and

**WHEREAS**, the Respondent is alleged to have violated Permit Part I.B.1 by failing to meet parameter effluent limitations for enterococci each month from January 2025 to February 2026; and

**WHEREAS**, the Respondent is alleged to have violated Permit Part II.A.1 by failing to operate and maintain the Facility in accordance with the Permit; and

**WHEREAS**, the Respondent states that the Discharge Monitoring Reports reflected reported exceedances of enterococci during the referenced period; however, the Respondent does not admit that such reported exceedances were the result of operational noncompliance and reserves its position that laboratory analytical error, sampling variability, and/or incidental external contamination unrelated to treatment performance may have contributed to the reported results; and

### Conditions

**WHEREAS**, the Director has determined that an amicable disposition of the alleged violations set forth herein is in the best interest of the citizens of the State of Georgia.

**NOW THEREFORE**, before the taking of any testimony and without adjudicating the merits of the parties' positions, the parties hereby resolve the allegations in this matter upon order of the Director and consent of Respondent as follows:

1. Respondent agrees to pay the Georgia Department of Natural Resources a sum of nine thousand dollars (\$9,000.00) in compromise and settlement of the identified violations arising from the allegations referenced above within thirty (30) days following the execution date of this Order. Payment in the form of check or money order payable to the Georgia Department of Natural Resources shall be submitted to the EPD's Coastal District Office.
2. Within thirty (30) days of the execution date of this Order, the Respondent shall submit to EPD for review and approval a Corrective Action Plan (hereinafter "CAP") prepared and signed by a professional engineer, who is licensed in the State of Georgia, addressing the violations cited in this Order. The CAP shall include, but not be limited to, the following:
  - a. A process analysis evaluation of the treatment system to identify necessary design and/or operational improvements to ensure proper treatment for enterococci and compliance with Permit effluent limitations. The analysis shall detail why PAA was chosen as the treatment for the pilot study and provide a feasibility analysis of other treatment options considered in the determination.
  - b. A detailed plan and description of the evaluations performed or to be performed for an alternative effective treatment option or combination of options should the PAA treatment not prove adequate to meet permit limitations.

- c. Plans, timelines, and benchmark dates to develop, construct and install all necessary design or operational improvements at the Facility, which shall detail how upgrades will be integrated into the existing system. This shall include flow diagrams and other process design information, and the proper notification and timely application submittal to EPD as applicable.
3. The Respondent shall perform the PAA pilot study with a 0.25 mg/L or less residual concentration and conduct an acute Whole Effluent Toxicity (WET) test while using the PAA in accordance with Permit Part I.C.9. Following the study, the Respondent shall submit a permit modification to include appropriate effluent limitations and monitoring requirements if the Respondent is interested in continuing the use of PAA.
4. The Respondent shall implement the requirements of the approved CAP upon receipt of EPD's approval, and within ten (10) days of CAP approval, provide written confirmation that the CAP is being implemented as approved.
5. The professional engineer shall submit progress reports detailing the work completed every ninety (90) days until all work required under this Order is completed and the Order is closed.
6. The Respondent shall submit to EPD a final progress report from the professional engineer outlining the Respondent's activities in implementing the CAP and the other Order Conditions. The final progress report shall be submitted thirty (30) days after completion of the Conditions.

#### **Deadlines**

Time is of the essence in this Consent Order. Compliance with any deadline that falls on a Saturday, Sunday or state-recognized holiday shall be by the next business day.

#### **Addresses**

All notices, correspondence, etc., from the Director and EPD to Respondent relating to this Consent Order shall be sent to:

The Honorable Dr. C. Grayson Day  
Mayor of Kingsland  
107 S. Lee Street  
P.O. Box 250  
gday@kingslandgeorgia.com

Respondent shall submit address changes to EPD in written notice sent by certified mail; such notice shall include this Order number.

All correspondence from Respondent to EPD relating to this Consent Order shall be sent to:

Mrs. Beth Stevenson, District Manager  
Environmental Protection Division  
1050 Canal Road  
Brunswick, GA. 31525  
Beth.stevenson@dnr.ga.gov

### **Public Notice**

This Consent Order may be subject to public notice and comment.

### **Required Submissions**

Upon the submission of any reports, plans, schedules or other information required by any Condition(s) of this Consent Order, EPD shall review the submission to determine its completeness. If EPD determines that the submission is complete, EPD shall notify Respondent in writing that the submission is approved.

If EPD determines that the submission is incomplete, it shall provide Respondent with written notice of the deficiencies. Respondent shall have fifteen (15) days from issuance of EPD's notice of deficiency to submit a corrected submission.

All submissions required by this Consent Order are, upon approval by EPD, incorporated by reference into, and made part of, this Consent Order. Any noncompliance with an approved submission shall be deemed noncompliance with this Consent Order.

Approval by EPD of any submission required by this Consent Order is not an agency determination that compliance with any state laws, regulations and/or permits, licenses, etc., will thereby be achieved, but is strictly limited to the completeness of the technical aspects of the submission with regards to the requirements of this Consent Order.

### **Force Majeure**

Failure of Respondent to complete the requirement(s) of any Condition(s), other than payment obligations, by the deadline(s) specified therein may be excused by EPD if 1) Respondent's failure was caused by a force majeure event, and 2) Respondent complies with all notification requirements in this section. Respondent shall have the burden of proving to EPD that it was rendered unable, in whole or part, by the force majeure event to meet the deadline(s).

The term "force majeure event" as used herein shall be limited to the following: an act of war (whether declared or not), including an invasion, act of foreign enemies, or terrorism; a strike, lockout, or other labor or industrial blockade or embargo which is not attributable to any unreasonable action or inaction on the part of Respondent; public riot; specific incidents of exceptional adverse weather conditions or natural disasters such as a hurricane, flood, or earthquake; a fire or explosion affecting the Respondent's operations; failure to secure timely and necessary federal, state, or local approvals or permits, provided approvals or permits have been timely and diligently sought; and any other occurrence caused by unforeseeable circumstances beyond the reasonable control of Respondent, as determined by EPD in its sole discretion.

Within two (2) business days of learning of any force majeure event that may reasonably be expected to cause a deadline to be missed, Respondent shall notify EPD verbally or in writing. Within seven (7) business days of learning of any force majeure event that may reasonably be expected to cause a deadline to be missed, Respondent shall submit written notice to EPD of the force majeure event, the possible effects and the anticipated length (if known) of any delay. EPD shall review the submission and negotiate with Respondent regarding the length of the proposed extension of deadlines, if any. The Respondent shall exercise due diligence and adopt all reasonable measures to avoid or minimize any delay.

### **Effect of Order**

Respondent consents and the Director executes this Consent Order solely for the purpose of addressing the alleged violations set forth herein. This Consent Order does not relieve Respondent of any obligations or requirements of any statute, rules, permit, or other matter administered by EPD except as specifically authorized herein, which authorization shall be strictly construed. This Consent Order is not a finding, determination, or adjudication of a violation of any state laws, rules, standards and/or requirements, nor does Respondent by consenting to this Consent Order make any admission with respect to any factual allegation contained in this Consent Order or to any liability to any third party.

Unless modified or terminated by a subsequent order, or otherwise specified in writing by the Director, this Order shall be deemed satisfied and terminated upon full, complete, and timely performance of each and every condition set forth herein.

### **Further Enforcement**

Failure by Respondent to comply with any provision of this Consent Order may result in further enforcement action. Issuance of this Consent Order does not waive the Director's right to use the violation(s) alleged herein, upon sufficient evidence, to show past violations in any subsequent enforcement proceeding.

### **Finality**

For the purpose of enforcement, this Consent Order constitutes a final order of the Director in accordance with applicable Georgia law. By agreement of the parties, this Consent Order shall be final and effective immediately upon execution by the Director, shall not be appealable, and Respondent does hereby waive all administrative proceedings and judicial hearings on the terms and conditions of this Consent Order.

**Electronic Signatures**

The parties agree that any electronic signatures on this Consent Order constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

It is so ORDERED and CONSENTED TO on the following date \_\_\_\_\_.

For the Georgia Environmental Protection Division:

By: \_\_\_\_\_  
Jeffrey W. Cown, Director

For Respondent:

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_



Bid Tabulation  
Purchase of Athletic Infield Groomer  
4/1/26

Vendors	Make/Model	Total Cost	ETA
Wesco Turf	2024 Toro 6040	\$ 35,609.70	14-21 Days
Wesco Turf	2026 Toro 6040	\$ 39,629.76	60-90 Days

# LAND PURCHASE AND SALE AGREEMENT

Offer Date: 03/03/2026



2026 Printing

## A. KEY TERMS AND CONDITIONS

**1. Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

**a. Property Identification:** Address: 0 N Lee Street Parcel K08 01 003  
City Kingsland, County Camden, Georgia, Zip Code 31548  
MLS Number: \_\_\_\_\_ Tax Parcel I.D. Number: K08 01 003

**b. Legal Description:** The legal description of the Property is [select one of the following below]:  
 (1) attached as an exhibit hereto;  
 (2) the same as described in Deed Book 535, Page 108, et. seq., of the land records of the above county; **OR**  
 (3) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/ GMD, Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision/Development, according to the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the land records of the above county.

**2. Acreage.** A Controlling Survey of the Property will be obtained by  Buyer **OR**  Seller and paid for by  Buyer **OR**  Seller.

**3. Purchase Price of Property to be Paid by Buyer:** \$ 10,750.00 **OR** \$ \_\_\_\_\_ per acre. If price is per acre, Seller's estimate of acreage is \_\_\_\_\_ acres.

**4. Seller's Monetary Contribution toward Buyer's Costs at Closing:** \$ 0.00

**5. Closing Date and Possession.**  
Closing Date shall be 04/30/2026 with possession of the Property transferred to Buyer  
 upon Closing **OR**  \_\_\_\_\_ days after Closing at \_\_\_\_\_ o'clock  AM **OR**  PM (attach F219 Temporary Occupancy Agreement).

**6. Closing Law Firm ("Closing Attorney").** Law Offices of Robert C Sweatt Phone Number: 9127293700

**7. Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Law Offices of Robert C Sweatt

**8. Earnest Money.** Earnest money will be paid to Holder in a method of payment acceptable to the Holder.  
 a. \$ \_\_\_\_\_ as of the Offer Date.  
 b. \$ 500.00 within 3 days from the Binding Agreement Date.  
 c. \_\_\_\_\_

**9. Inspection and Due Diligence.**  
**a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 10 days from the Binding Agreement Date.  
**b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:  
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus  
(2) shall pay directly to Seller additional option money of \$ \_\_\_\_\_ by  check  ACH or  wire transfer of immediately available funds either  as of the Offer Date; **OR**  within \_\_\_\_\_ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller  shall (subject to lender approval) or  shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller

**10.** Property is currently zoned \_\_\_\_\_ under the applicable zoning ordinances of Camden City/County

**11. Brokerage Relationships in this Transaction.**

<p><b>a. Buyer's Broker is</b> <u>Watson Realty Corp</u> <b>and is:</b></p> <p>(1) <input checked="" type="checkbox"/> representing Buyer as a client. (2) <input type="checkbox"/> working with Buyer as a customer. (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.</p>	<p><b>b. Seller's Broker is</b> _____ <b>and is:</b></p> <p>(1) <input type="checkbox"/> representing Seller as a client. (2) <input type="checkbox"/> working with Seller as a customer. (3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller. (4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.</p>
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**c. Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:  
Buyers Agent is related to Closing Attorney

**12. Time Limit of Offer.** The Offer set forth herein expires at 12 o'clock P.m. on the date 03/09/2026.

Buyer(s) Initials ST Seller(s) Initials CB

**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.****1. Purchase and Sale.**

- a. Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway, wall, fence, mailbox, or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; (4) any title objection(s) raised by Buyer prior to Closing, which Seller was able to satisfy as set forth in the Examination section below or which Buyer waives; and (5) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement and the Closing of the sale of the Property to Buyer shall not terminate any such leases.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written Notice to Seller. Notwithstanding anything to the contrary contained herein, Seller shall be deemed to have satisfied Buyer's title objections if Seller can deliver good and marketable title to the Property, which for all purposes herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

- 2. Acreage.** Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acreage to be sold to Buyer is at least 15% more or less than the estimate.

- 3. Purchase Price to be Paid by Buyer.** The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. If the purchase price is stated as a price per acre, the acreage shall be determined by a survey obtained in the accordance with the procedure below ("Controlling Survey"). The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-thousandth of an acre as determined by a survey prepared by a registered Georgia surveyor. In the event the Seller is in possession of a survey, to which Buyer agrees in writing shall constitute the Controlling Survey, then said survey be controlling as the exact amount of the acreage being purchased and sold herein. If no survey exists or the existing survey is not acceptable, then a new survey shall be prepared. If there are no objections to the new survey, then the new survey shall be the Controlling Survey to determine the acreage being purchased and sold herein. If there is a dispute by either party regarding the new survey, the dispute shall be resolved in accordance with the Survey Resolution Exhibit attached hereto.

Buyer warrants that Buyer will have sufficient cash at Closing that will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

**4. Closing Costs and Prorations.**

- a. Seller's Monetary Contribution toward Buyer's Costs at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any Compensation obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
- b. Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs necessary for Seller to convey good and marketable title to the Property and costs and fees of the Closing Attorney: (1) to obtain, prepare and record title curative documents, payoffs and estoppel letters; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
- c. Items Paid by Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
- d. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, the party who paid less than their pro rata share of taxes to the other party at Closing or collected more than their pro rata share of taxes from the other party at Closing, shall upon the issuance of the actual tax bill or any appeal being resolved, promptly pay the other party the amount necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

**5. Closing Date and Possession.**

**a. Right to Extend the Closing Date:** Buyer may unilaterally extend the Closing Date once for eight (8) days upon Notice to Seller if either Buyer's mortgage lender (including where the financing contingency has expired or there is no financing contingency) or the Closing Attorney are delayed and cannot fulfill their respective obligations by the date of the Closing, provided that the delay is not caused by Buyer (and with respect only to an extension resulting from the Closing Attorney being delayed and the Seller has not already unilaterally extended the Closing Date once for eight (8) days). Seller may unilaterally extend the Closing Date once for eight (8) days upon Notice to Buyer if Seller cannot either satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or bonding off the same or (b) do not prevent Seller from conveying good and marketable title as that term is defined herein) or the Closing Attorney is delayed and cannot fulfill its obligations by the date of the Closing, provided that the delay is not caused by the Seller (and with respect only to an extension resulting from the Closing Attorney being delayed, the Buyer has not already unilaterally extended the Closing Date once for eight (8) days).

**b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.

**6. Closing Law Firm.** Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer.

**7. Holder of Earnest Money.** The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The fact that Holder may represent one of the parties in this transaction as a client or is working with such party as a customer is acknowledged by all parties and shall not be a basis for Holder not performing any of its duties hereunder including, but not limited to, disbursing the earnest money based upon a reasonable interpretation of this Agreement. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) Banking Days after the Binding Agreement Date hereunder or (b) five (5) Banking Days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money, it must be drawn upon an account in a financial institution located in the United States. When the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check or ACH is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give Notice of the same to Buyer and Seller. Buyer shall have three (3) Banking Days from the date of receiving the Notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon Notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived. In the event Holder's bank charges any fees related to Buyer's check or ACH being dishonored, Buyer stopping payment, or Buyer's failure to deliver Earnest Money, Holder shall notify the Buyer and the Buyer shall immediately reimburse Holder the cost of the fees in addition to fulfilling their earnest money obligations.

**8. Earnest Money.**

**a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at Closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.

**b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the Closing of the Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that: 1) Holder first gives all parties at least ten (10) days Notice stating to whom and why the disbursement will be made; and 2) no interpretation shall be made by Holder dividing the earnest money between Buyer and Seller. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written Notice of the same to Holder within the above referenced Notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send Notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day Notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day Notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.

- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

#### 9. **Inspection and Due Diligence.**

- a. **Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at [www.dea.gov](http://www.dea.gov).**
- b. **Buyer's Responsibility to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime, schools, zoning and land use, and government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov).** Neither Seller nor Seller's Broker shall have any duty to disclose information about sex offenders in the neighborhood.
- c. **Buyer's Inspection Rights Continue through Closing:** Upon prior Notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.
- d. **Buyer's Inspection Indemnification Obligations:** **Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.**
- e. **Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon Notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
- f. **Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
- g. **Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- h. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.
- i. **Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").
  - (1) **Tax and Title:**
    - i. Most recent Property tax assessments and tax bills.
    - ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
    - iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
    - iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
    - v. A schedule of impact fees paid or owed on the Property, if any.
  - (2) **Environmental and Assessments:**
    - i. All soil reports covering the Property or any portion thereof.
    - ii. All cruise reports of existing timber on the Property.
    - iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.
  - (3) **Leases:**  
An executed copy of every lease of or affecting the Property or any portion thereof.
  - (4) **Miscellaneous:**
    - i. A schedule of management fees due in connection with any agreements pertaining to the Property.
    - ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property."

**10. Sellers Warranties and Representations.** Except to the extent provided in this Agreement, Seller warrants as follows:

- a. **Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.
- b. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
- c. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.
- d. **Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any Notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
- e. **Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.
- f. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- g. **Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- h. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- i. **Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).

**11. Brokerage Relationships and Compensation in this Transaction.**

- a. **Agency Disclosure:** No Broker in this transaction shall owe a fiduciary duty or any other duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
  - (1) **No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
  - (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
    - i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
      - (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
      - (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
      - (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
      - (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
    - ii. **Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one or more licensees of Broker are exclusively representing Buyer and one or more other licensees of Broker are exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent or agents shall exclusively represent the party to whom each has been assigned as a client.
- b. **Compensation of Broker(s):** Buyer and Seller shall be obligated to pay their respective Compensation obligations, if any, to Broker(s) in full at Closing and as a pre-condition to Closing (so long as the same is permitted by Buyer's mortgage lender). The Closing Attorney is hereby authorized and directed to: (i) show the Compensation of the respective Broker(s) on the settlement statement at Closing; and (ii) disburse such Compensation to Broker(s) upon the consummation of Closing pursuant to the agreement(s) of party paying and receiving such Compensation. The acceptance by the Broker(s) of partial Compensation at Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of Broker's Compensation).

c. **Disclaimer:** Buyer and Seller have not relied upon any: a) promises, statements or representations (collectively, "Representations") of Brokers other than what is included in this Agreement, in an amendment thereto or in a Pre-Showing Compensation Agreement. This shall include Representations made after this Agreement is entered into that have not been made as an amendment hereto and agreed to by all parties. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate or inspect the Property for termites, defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to advise Buyer or Seller on any matter relating to the Property which could have been revealed if Buyer: a) had obtained, with respect to the Property, a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, or test for radon, asbestos, mold, moisture, methamphetamine, and/or lead-based paint; b) had the Property inspected by a professional, construction expert, or structural, soils or environmental engineer; c) had this Agreement and transaction reviewed by an attorney, financial planner, mortgage consultant or tax consultant; and/or d) consulted appropriate governmental officials, maps, laws and regulations to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, and whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the matters handled by the professionals referenced above or in the above tests, inspections, evaluations and reviews. Buyer and Seller should seek independent expert advice regarding the above matters and any other matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, inspect or opine on whether the construction of or repairs to the Property were done properly and that such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.

12. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) Notice of acceptance of the Offer has been delivered to the party who made the Offer.

13. **Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.

## C. OTHER TERMS AND CONDITIONS

### 1. Notice.

- a. **Generally:** All Notices given hereunder shall be in writing, legible and signed by the party giving the Notice. In the event of a dispute regarding Notice, the burden shall be on the party giving Notice to prove delivery. The requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile. The person delivering or sending the written Notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A Notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written Notice by a party; (2) in the case of delivery by a Delivery Service, when the written Notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the Notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written Notice is electronically sent to an email address or facsimile number of a party set forth herein (or subsequently provided by the party following the Notice provisions herein) even if it is not opened by the recipient.
- c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker representing a party in a client relationship shall be the authorized agent of the party for the limited purpose of receiving Notice and such Notice to any of them shall for all purposes herein be deemed to be Notice to the party. Notice to an authorized agent shall only be effective if the written Notice is sent to an address, facsimile number or email address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the Notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker are authorized to receive Notices delivered by a Delivery Service. The Broker and the Broker's staff shall not be authorized to receive Notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent(s) of a client shall be the authorized agent(s) of the client for the purposes of receiving Notice.

### 2. Default.

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty. Unless Seller has otherwise waived Seller's right to terminate due to the Buyer's failure to pay earnest money, Seller may, after the termination of this Agreement, sue Buyer for any portion of the Earnest Money that was either not paid, returned for insufficient funds, or the payment of which was stopped.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either (i) seek the specific performance of this Agreement or (ii) terminate this Agreement upon Notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein, and Buyer may pursue any other remedy available at law.

- c. Rights of Broker:** The Brokers involved in this transaction shall be express third-party beneficiaries of this Agreement, shall have the right to enforce all provisions in this Agreement that benefit them or afford them rights and defenses and shall have all remedies at law or in equity in the event of a breach of this Agreement. In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to each Broker involved in the transaction an amount equal to the Compensation each Broker would have received had the transaction closed. If the same Broker is working with or representing the buyer and seller in the transaction, the Compensation the Broker shall be entitled to in the event of the default shall be the total Compensation the Broker would have received from all parties in the transaction had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of Compensation to be paid to any broker involved in this transaction are incorporated herein by reference. Additionally, upon the request of any party to the transaction, the Broker(s) shall disclose in writing the Compensation they will receive when the transaction closes so that the party knows the exact amount of liquidated damages they will be obligated to pay should the party default herein.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and Compensation claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 3. Risk of Damage to Property.** Seller warrants that at the time of Closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to Closing, Seller shall promptly give Notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above Notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at Closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.
- 4. Other Provisions.**
- a. Buyer's Representations Regarding Ability to Buy Property:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer. Buyer warrants and represents that Buyer is not prohibited from buying real property within 10 miles of a military base, installation or airport or agricultural land in Georgia pursuant to O.C.G.A. § 2-1-7.
- b. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property or a portion thereof becomes subject to a condemnation proceeding or if Seller has received notice of a pending condemnation proceeding; and (2) provide Buyer with all written communications regarding the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon Notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- c. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the Closing Attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- d. Delays Caused by Emergencies:** If at any point after the Binding Agreement date the Governor of Georgia declares a state of emergency for the county in which the Property is located, all unexpired time deadlines herein, including but not limited to the Closing Date, shall automatically extend for the number of days the emergency exists in that county, but not more than eight (8) days. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines. No deadline shall be extended if this Agreement becomes a binding agreement during a state of emergency.
- e. Digital Signatures:** For all purposes herein, a digital or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Buyer's mortgage lender or the other party.
- f. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- g. Entire Agreement and Modification:** Except for any Pre-Showing Compensation Agreement or other separate agreement for the payment of Broker's Compensation, that is not a part of or amended by this Agreement, this Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be solely relied upon by the Buyer and binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement (or the other documents referenced above) shall be relied upon or binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay the Compensation owed by the assignor.
- h. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.
- i. FIRPTA Affidavit:** Unless Seller is a "foreign person", as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the Closing Attorney at Closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a "foreign person". If Seller is a "foreign person", additional taxes may need to be withheld at Closing.

- j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- l. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to Notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept Notices on behalf of a party (but not send Notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- m. **No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.
- n. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If Notice of accurate Binding Agreement Date is delivered, the party receiving Notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes Notice of the Binding Agreement Date to the other party.
- o. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving Notice of Binding Agreement Date, the party objecting shall send Notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- p. **Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, construction materials, pets and personal property of the Seller not otherwise identified in this Agreement as remaining with the Property. Firewood shall not be considered debris. This section shall apply even in transactions where the Property is being sold as-is.
- q. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
  - (2) Exhibits shall control over the main body of the Agreement;
  - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement, including handwritten changes thereto;
  - (4) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the "Agreement to Seek Amendment to Purchase Price Prior to Termination" section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.
  - (5) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker's Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. If a Buyer's Broker Compensation Exhibit (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement or such Buyer's Broker Compensation Exhibit is signed by the Buyer's Broker and, in cases where the Seller's Broker is sharing a portion of its Compensation with the Buyer's Broker, the Seller's Broker.
  - (6) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party's intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
  - (7) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller.
- r. **STATUTE OF LIMITATIONS: ALL CLAIMS OF ANY NATURE WHATSOEVER AGAINST BROKER(S) AND/OR THEIR AFFILIATED LICENSEES, WHETHER ASSERTED IN LITIGATION OR ARBITRATION SOUNDING IN BREACH OF CONTRACT AND/OR TORT, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ANY CLAIM OR CAUSE OF ACTION ARISES. SUCH ACTIONS SHALL THEREAFTER BE TIME-BARRERD.**

- s. Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to pay Compensation; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; and (8) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.
- t. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- u. Time of Essence:** Time is of the essence of this Agreement.

## 5. Definitions.

- a. Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.
- d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
- f. Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the land records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.
- g. Compensation:** The term "Compensation" as used in this Agreement shall mean the compensation to be received by Broker, for performing real estate brokerage services in this transaction, regardless of whether it is a flat fee, percentage, bonus or some other method of compensation.
- h. Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
- i. Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- j. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- k. Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable"
- 6. Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.
- 7. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent emails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

**8. HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE:** There has been a significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To help prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent seller.

**9. LIMITATION OF LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**  
a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMPENSATION IS PAID TO BROKER, THAN THE SUM OF \$100; AND**  
b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

**10. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Back-up Agreement Contingency Exhibit (F604) " \_\_\_\_\_ "
- Buyer's Broker Compensation Exhibit (F259) " **A** \_\_\_\_\_ "
- Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " **B** \_\_\_\_\_ "
- Community Association Disclosure Exhibit (F322) " \_\_\_\_\_ "
- Legal Description Exhibit (F807 or other) " \_\_\_\_\_ "
- Seller's Property Disclosure Statement Exhibit (F302, F307) " \_\_\_\_\_ "
- Special Title Exceptions Pertaining to Property as Exhibit " \_\_\_\_\_ "
- Special Warranties and Representations of Seller as Exhibit " \_\_\_\_\_ "
- Survey of Property as Exhibit " \_\_\_\_\_ "
- Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " \_\_\_\_\_ "
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations are made a part of this Agreement.

1. **Seller to provide a copy of the survey to Buyer once completed, and Seller shall be responsible for the cost thereof if any.**

**Additional Special Stipulations (F246) are attached.**

**By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.**

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

**Buyer Acceptance and Contact Information**

*Sylvia Townsend*

**1 Buyer's Signature**

Sylvia Townsend 03/03/2026, 05:22:43 PM EST  
Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number:  Cell  Home  Work

sis1bay@yahoo.com  
Buyer's Email Address

**2 Buyer's Signature**

Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number:  Cell  Home  Work

Buyer's Email Address

Additional Signature Page (F267) is attached.

**Buyer's Broker/Affiliated Licensee Contact Information**

Watson Realty Corp  
Buyer Brokerage Firm

*Kaylee Carpino* 03/03/2026, 05:20:22 PM EST  
**Broker/Affiliated Licensee Signature** Date

Kaylee M Sweatt 436801  
Print or Type Name GA Real Estate License #

(912) 882-5658 (912) 882-1816  
Licensee's Phone Number Fax Number

kayleec@watsonrealtycorp.com  
Licensee's Email Address

CCAOR  
REALTOR® Membership

6250 GA-40 St. Marys GA 31558  
Broker's Address

(912) 882-5658 (912) 882-1816  
Broker's Phone Number Fax Number

WATS01 H-11161  
MLS Office Code Brokerage Firm License Number

**Seller Acceptance and Contact Information**

*CB Yadav*

**1 Seller's Signature**

Chandra B. Yadav 03/02/2026  
Print or Type Name Date

P.O. Box 250, Kingsland, GA 31548  
Seller's Address for Receiving Notice

912-729-5613  
Seller's Phone Number:  Cell  Home  Work

Seller's Email Address

**2 Seller's Signature**

Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number:  Cell  Home  Work

Seller's Email Address

Additional Signature Page (F267) is attached.

**Seller's Broker/Affiliated Licensee Contact Information**

Seller Brokerage Firm

**Broker/Affiliated Licensee Signature** Date

Print or Type Name GA Real Estate License #

Licensee's Phone Number Fax Number

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number Fax Number

MLS Office Code Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_ and has been filled in by \_\_\_\_\_.

# PURCHASE AND SALE AGREEMENT

Offer Date: 4/2/2026



2026 Printing

## A. KEY TERMS AND CONDITIONS

**1. Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

**a. Property Identification:** Address: 0 Martin Luther King Jr Blvd  
City Kingsland, County Camden, Georgia, Zip Code 31548  
MLS Number: 10675144 Tax Parcel I.D. Number: K08 01 003G

**b. Legal Description:** The legal description of the Property is [select one of the following below]:  
 (1) attached as an exhibit hereto;  
 (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)  
 (3) the same as described in Deed Book 535, Page 108, et. seq., of the land records of the above county; **OR**  
 (4) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/ GMD, Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision/Development, according to the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the land records of the above county.

**2. Purchase Price of Property to be Paid by Buyer.**  
\$10000

**3. Seller's Monetary Contribution toward Buyer's Costs at Closing:** \$ 0

**4. Closing Date and Possession.**  
Closing Date shall be 4/17/2026 with possession of the Property transferred to Buyer  
 upon Closing **OR**  \_\_\_\_\_ days after Closing at \_\_\_\_\_ o'clock  AM **OR**  PM (attach F219 Temporary Occupancy Agreement).

**5. Closing Law Firm ("Closing Attorney").** Phone Number:  
Law Office of Robert C Sweatt (912) 729-3700

**6. Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Law Office of Robert C Sweatt

**7. Earnest Money.** Earnest money will be paid to Holder in a method of payment acceptable to the Holder.  
 a. \$ \_\_\_\_\_ as of the Offer Date.  
 b. \$ 1,000 within 4 days from the Binding Agreement Date.  
 c. \_\_\_\_\_

**8. Inspection and Due Diligence.**  
**a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 7 days from the Binding Agreement Date.  
**b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:  
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus  
(2) shall pay directly to Seller additional option money of \$ \_\_\_\_\_ by  check  ACH or  wire transfer of immediately available funds either  as of the Offer Date; **OR**  within \_\_\_\_\_ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller  shall (subject to lender approval) or  shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller.

**9. Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein)  was (attach F316 Lead-Based Paint Exhibit) **OR**  was not built prior to 1978.

### 10. Brokerage Relationships in this Transaction.

**a. Buyer's Broker is** RE/MAX First Coast **and is:**  
(1)  representing Buyer as a client.  
(2)  working with Buyer as a customer.  
(3)  acting as a dual agent representing Buyer and Seller.  
(4)  acting as a designated agent where:  
\_\_\_\_\_ has been assigned to exclusively represent Buyer.

**b. Seller's Broker is** RE/MAX First Coast **and is:**  
(1)  representing Seller as a client.  
(2)  working with Seller as a customer.  
(3)  acting as a dual agent representing Buyer and Seller.  
(4)  acting as a designated agent where:  
\_\_\_\_\_ has been assigned to exclusively represent Seller.

**c. Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:  
\_\_\_\_\_

**11. Time Limit of Offer.** The Offer set forth herein expires at 12 o'clock P.m. on the date 4/8/2026.

Buyer(s) Initials CV Seller(s) Initials CV

**B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.****1. Purchase and Sale.**

- a. Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway, wall, fence, mailbox, or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; (4) any title objection(s) raised by Buyer prior to Closing, which Seller was able to satisfy as set forth in the Examination section below or which Buyer waives; and (5) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement and the Closing of the sale of the Property to Buyer shall not terminate any such leases.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written Notice to Seller. Notwithstanding anything to the contrary contained herein, Seller shall be deemed to have satisfied Buyer's title objections if Seller can deliver good and marketable title to the Property, which for all purposes herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

- 2. Purchase Price to be Paid by Buyer.** The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

**3. Closing Costs.**

- a. Seller's Monetary Contribution toward Buyer's Costs at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any compensation obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
- b. Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs necessary for Seller to convey good and marketable title to the Property and costs and fees of the Closing Attorney: (1) to obtain, prepare and record title curative documents, payoffs and estoppel letters; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
- c. Items Paid by Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
- d. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, the party who paid less than their pro rata share of taxes to the other party at Closing or collected more than their pro rata share of taxes from the other party at Closing, shall upon the issuance of the actual tax bill or any appeal being resolved, promptly pay the other party the amount necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

**4. Closing Date and Possession.**

- a. Right to Extend the Closing Date:** Buyer may unilaterally extend the Closing Date once for eight (8) days upon Notice to Seller if either Buyer's mortgage lender (including where the financing contingency has expired or there is no financing contingency) or the Closing Attorney are delayed and cannot fulfill their respective obligations by the date of the Closing, provided that the delay is not caused by Buyer (and with respect only to an extension resulting from the Closing Attorney being delayed and the Seller has not already unilaterally extended the Closing Date once for eight (8) days). Seller may unilaterally extend the Closing Date once for eight (8) days upon Notice to Buyer if Seller cannot either satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or bonding off the same or (b) do not prevent Seller from conveying good and marketable title as that term is defined herein) or the Closing Attorney is delayed and cannot fulfill its obligations by the date of the Closing, provided that the delay is not caused by the Seller (and with respect only to an extension resulting from the Closing Attorney being delayed, the Buyer has not already unilaterally extended the Closing Date once for eight (8) days).
- b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.
- c. Devices and Fixtures:** Except as set forth above, if a system, device, or fixture conveyed with the Property ("Device") cannot be operated without a specific controller, then not later than time of possession, Seller will provide Buyer with all controllers which are required for the operation of the Devices. Seller will also provide Buyer with all Device credentials, including but not limited to usernames and passwords, for all Devices including access and guest codes OR Seller may reset Devices to factory defaults and provide Buyer with default credentials for all Devices. Seller will terminate Seller's administrative access and any access granted to a third-party. The cost of transferring third-party support to these Devices and confirming that Seller's and/or third-parties' administrative access is terminated is the responsibility of the Buyer.

- 5. Closing Law Firm.** Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer.
- 6. Holder of Earnest Money.** The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The fact that Holder may represent one of the parties in this transaction as a client or is working with such party as a customer is acknowledged by all parties and shall not be a basis for Holder not performing any of its duties hereunder including, but not limited to, disbursing the earnest money based upon a reasonable interpretation of this Agreement. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) Banking Days after the Binding Agreement Date hereunder or (b) five (5) Banking Days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money, it must be drawn upon an account in a financial institution located in the United States. When the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check or ACH is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give Notice of the same to Buyer and Seller. Buyer shall have three (3) Banking Days from the date of receiving the Notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon Notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived. In the event Holder's bank charges any fees related to Buyer's check or ACH being dishonored, Buyer stopping payment, or Buyer's failure to deliver Earnest Money, Holder shall notify the Buyer and the Buyer shall immediately reimburse Holder the cost of the fees in addition to fulfilling their earnest money obligations.
- 7. Earnest Money.**
- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at Closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the Closing of the Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that: 1) Holder first gives all parties at least ten (10) days Notice stating to whom and why the disbursement will be made; and 2) no interpretation shall be made by Holder dividing the earnest money between Buyer and Seller. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written notice of the same to Holder within the above referenced notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send Notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day Notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day Notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.
- 8. Inspection and Due Diligence.**
- a. Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at [www.dea.gov](http://www.dea.gov).**

- b. Buyer's Responsibility to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime, schools, zoning and land use, and government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov).** Neither Seller nor Seller's Broker shall have any duty to disclose information about sex offenders in the neighborhood.
- c. Buyer's Inspection Rights Continue through Closing:** Upon prior Notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.
- d. Buyer's Inspection Indemnification Obligations:** Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.
- e. Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon Notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
- f. Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
- g. Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- h. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.
- 9. Lead-Based Paint and Paint Hazard Evaluation.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978. Buyer shall have the right to conduct a lead hazard evaluation within ten (10) days from the Binding Agreement Date (or other mutually agreed upon time period) and to terminate this Agreement without penalty upon Notice to Seller if lead-based paint and/or lead hazards are found (unless these rights are waived by Buyer in the Lead-Based Paint Exhibit (F316)). If the Lead-Based Paint Exhibit (F316) gives Buyer the right to terminate this Agreement if lead-based paint or lead hazards are found and such Notice of termination is not given within ten (10) days from Binding Agreement Date (or other mutually agreed upon time period), the right to terminate for lead-based paint and/or lead hazards shall be waived.
- 10. Brokerage Relationships and Compensation in this Transaction.**
- a. Agency Disclosure:** No Broker in this transaction shall owe a fiduciary duty or any other duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
- (1) No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
- (2) Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
- i. Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- ii. Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one or more licensees of Broker are exclusively representing Buyer and one or more other licensees of Broker are exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent or agents shall exclusively represent the party to whom each has been assigned as a client.

- b. Compensation of Broker(s):** Buyer and Seller shall be obligated to pay their respective Compensation obligations, if any, to Broker(s) in full at Closing and as a pre-condition to Closing (so long as the same is permitted by Buyer's mortgage lender). The Closing Attorney is hereby authorized and directed to: (i) show the Compensation of the respective Broker(s) on the settlement statement at Closing; and (ii) disburse such Compensation to Broker(s) upon the consummation of Closing pursuant to the agreement(s) of party paying and receiving such Compensation. The acceptance by the Broker(s) of partial Compensation at Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of Broker's Compensation).
- c. Disclaimer:** Buyer and Seller have not relied upon any: a) promises, statements or representations (collectively, "Representations") of Brokers other than what is included in this Agreement, in an amendment thereto or in a Pre-Showing Compensation Agreement. This shall include Representations made after this Agreement is entered into that have not been made as an amendment hereto and agreed to by all parties. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate or inspect the Property for termites, defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to advise Buyer or Seller on any matter relating to the Property which could have been revealed if Buyer: a) had obtained, with respect to the Property, a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, or test for radon, asbestos, mold, moisture, methamphetamine, and/or lead-based paint; b) had the Property inspected by a professional, construction expert, or structural, soils or environmental engineer; c) had this Agreement and transaction reviewed by an attorney, financial planner, mortgage consultant or tax consultant; and/or d) consulted appropriate governmental officials, maps, laws and regulations to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, and whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the matters handled by the professionals referenced above or in the above tests, inspections, evaluations and reviews. Buyer and Seller should seek independent expert advice regarding the above matters and any other matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, inspect or opine on whether the construction of or repairs to the Property were done properly and that such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.
- 11. Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) Notice of acceptance of the Offer has been delivered to the party who made the Offer.

## C. OTHER TERMS AND CONDITIONS

### 1. Notice.

- a. Generally:** All Notices given hereunder shall be in writing, legible and signed by the party giving the Notice. In the event of a dispute regarding Notice, the burden shall be on the party giving Notice to prove delivery. The requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile. The person delivering or sending the written Notice signed by a party may be someone other than that party.
- b. Delivery of Notice:** A Notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written Notice by a party; (2) in the case of delivery by a Delivery Service, when the written Notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the Notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written Notice is electronically sent to an email address or facsimile number of a party set forth herein (or subsequently provided by the party following the Notice provisions herein) even if it is not opened by the recipient.
- c. When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker representing a party in a client relationship shall be the authorized agent of the party for the limited purpose of receiving Notice and such Notice to any of them shall for all purposes herein be deemed to be Notice to the party. Notice to an authorized agent shall only be effective if the written Notice is sent to an address, facsimile number or email address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the Notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker are authorized to receive Notices delivered by a Delivery Service. The Broker and the Broker's staff shall not be authorized to receive Notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent(s) of a client shall be the authorized agent(s) of the client for the purposes of receiving Notice.

### 2. Default.

- a. Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty. Unless Seller has otherwise waived Seller's right to terminate due to the Buyer's failure to pay earnest money, Seller may, after the termination of this Agreement, sue Buyer for any portion of the Earnest Money that was either not paid, returned for insufficient funds, or the payment of which was stopped.
- b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either (i) seek the specific performance of this Agreement or (ii) terminate this Agreement upon Notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein, and Buyer may pursue any other remedy available at law.

- c. Rights of Broker:** The Brokers involved in this transaction shall be express third-party beneficiaries of this Agreement, shall have the right to enforce all provisions in this Agreement that benefit them or afford them rights and defenses and shall have all remedies at law or in equity in the event of a breach of this Agreement. In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to each Broker involved in the transaction an amount equal to the Compensation each Broker would have received had the transaction closed. If the same Broker is working with or representing the buyer and seller in the transaction, the Compensation the Broker shall be entitled to in the event of the default shall be the total Compensation the Broker would have received from all parties in the transaction had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of Compensation to be paid to any broker involved in this transaction are incorporated herein by reference. Additionally, upon the request of any party to the transaction, the Broker(s) shall disclose in writing the Compensation they will receive when the transaction closes so that the party knows the exact amount of liquidated damages they will be obligated to pay should the party default herein.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and Compensation claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 3. Risk of Damage to Property.** Seller warrants that at the time of Closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to Closing, Seller shall promptly give Notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above Notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of Closing shall be extended until the earlier of one year from the original date of Closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.
- 4. Other Provisions.**
- a. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property or a portion thereof becomes subject to a condemnation proceeding or if Seller has received notice of a pending condemnation proceeding; and (2) provide Buyer with all written communications regarding the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon Notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the Closing Attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. Delays Caused by Emergencies:** If at any point after the Binding Agreement date the Governor of Georgia declares a state of emergency for the county in which the Property is located, all unexpired time deadlines herein, including but not limited to the Closing Date, shall automatically extend for the number of days the emergency exists in that county, but not more than eight (8) days. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines. No deadline shall be extended if this Agreement becomes a binding agreement during a state of emergency.
- d. Digital Signatures:** For all purposes herein, a digital or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Buyer's mortgage lender or the other party.
- e. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- f. Entire Agreement, Modification and Assignment:** Except for any Pre-Showing Compensation Agreement or other separate agreement for the payment of Broker's Compensation, that is not a part of or amended by this Agreement, this Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be solely relied upon by the Buyer and binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement (or the other documents referenced above) shall be relied upon or binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay the Compensation owed by the assignor.
- g. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.
- h. FIRPTA Affidavit:** Unless Seller is a "foreign person", as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the Closing Attorney at Closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a "foreign person". If Seller is a "foreign person", additional taxes may need to be withheld at Closing.

- i. **GAR Forms:** The Georgia Association of REALTORS®, Inc. (“GAR”) issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- j. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to Notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept Notices on behalf of a party (but not send Notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- l. **No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.
- m. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If Notice of accurate Binding Agreement Date is delivered, the party receiving Notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes Notice of the Binding Agreement Date to the other party.
- n. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving Notice of Binding Agreement Date, the party objecting shall send Notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- o. **Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, construction materials, pets and personal property of the Seller not otherwise identified in this Agreement as remaining with the Property. Firewood shall not be considered debris. This section shall apply even in transactions where the Property is being sold as-is.
- p. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
  - (2) Exhibits shall control over the main body of the Agreement;
  - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement, including handwritten changes thereto;
  - (4) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the “Agreement to Seek Amendment to Purchase Price Prior to Termination” section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.
  - (5) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker’s Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. If a Buyer’s Broker Compensation Exhibit (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement or such Buyer’s Broker Compensation Exhibit is initialed by the Buyer’s Broker and, in cases where the Seller’s Broker is sharing a portion of its Compensation with the Buyer’s Broker, the Seller’s Broker.
  - (6) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party’s intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
  - (7) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

- q. **STATUTE OF LIMITATIONS: ALL CLAIMS OF ANY NATURE WHATSOEVER AGAINST BROKER(S) AND/OR THEIR AFFILIATED LICENSEES, WHETHER ASSERTED IN LITIGATION OR ARBITRATION AND SOUNDING IN BREACH OF CONTRACT AND/OR TORT, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ANY CLAIM OR CAUSE OF ACTION ARISES. SUCH ACTIONS SHALL THEREAFTER BE TIME-BARRED.**
- r. **Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to Compensation referenced herein; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; (8) obligations set forth in the Devices and Fixtures Section; (9) Seller's liability for not timely removing items from the Property that Seller agreed to remove; and (10) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.
- s. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- t. **Time of Essence:** Time is of the essence of this Agreement.
5. **Definitions.**
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
- f. **Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the land records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.
- g. **Compensation:** The term "Compensation" as used in this Agreement shall mean the compensation to be received by Broker, for performing real estate brokerage services in this transaction, regardless of whether it is a flat fee, percentage, bonus or some other method of compensation.
- h. **Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
- i. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- j. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- k. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".
6. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent emails attempting to get the buyer and/or Seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or Sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the Seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or Seller wiring instructions. The buyer and/or Seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and Sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and Sellers should be on special alert for: 1) emails directing the buyer and/or Seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

**7. HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE.** There has been a significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To help prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent Seller.

**8. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**  
 a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO COMPENSATION IS PAID TO BROKER, THAN THE SUM OF \$100; AND**  
 b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

**9. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Back-up Agreement Contingency Exhibit (F604) " \_\_\_\_\_ "
- Buyer's Broker Compensation Exhibit (F259) " \_\_\_\_\_ "
- Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "  B  "
- Community Association Disclosure Exhibit (F322) " \_\_\_\_\_ "
- Condominium Resale Purchase and Sale Exhibit (F204) " \_\_\_\_\_ "
- Conventional Loan Contingency Exhibit (F404) " \_\_\_\_\_ "
- FHA Loan Contingency Exhibit (F407) " \_\_\_\_\_ "
- Lead-Based Paint Exhibit (F316) " \_\_\_\_\_ "
- Lease Purchase and Sale Exhibit (F207) (to be used with F916) " \_\_\_\_\_ "
- Lease for Lease/Purchase Agreement (F916) (to be used with F207) " \_\_\_\_\_ "
- Legal Description Exhibit (F807 or other) " \_\_\_\_\_ "
- Loan Assumption Exhibit (F416) " \_\_\_\_\_ "
- No Financing Contingency Exhibit (F401) "  A  "
- Sale or Lease of Buyer's Property Contingency Exhibit (F601) " \_\_\_\_\_ "
- Seller's Property Disclosure Statement Exhibit (F301, F302, F304, F307 or F310) " \_\_\_\_\_ "
- Survey of Property as Exhibit " \_\_\_\_\_ "
- Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " \_\_\_\_\_ "
- USDA-RD Loan Contingency Exhibit (F413) " \_\_\_\_\_ "
- VA Loan Contingency Exhibit (F410) " \_\_\_\_\_ "
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations are made a part of this Agreement.

**Additional Special Stipulations (F246) are attached.**

**By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.**

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

**Buyer Acceptance and Contact Information**

**Seller Acceptance and Contact Information**

Authentisign  
*Charles Van Deraa*

Authentisign  
*Chandra Yadav*

**1 Buyer's Signature** \_\_\_\_\_ 04/03/2026  
Charles Vanderaa  
Print or Type Name \_\_\_\_\_ Date

**1 Seller's Signature** \_\_\_\_\_ 04/06/2026  
City Of Kingsland  
Print or Type Name \_\_\_\_\_ Date

Buyer's Address for Receiving Notice  
\_\_\_\_\_  
9124649306  
Buyer's Phone Number:  Cell  Home  Work  
cvanderaa@yahoo.com  
Buyer's Email Address

Seller's Address for Receiving Notice  
\_\_\_\_\_  
Seller's Phone Number:  Cell  Home  Work  
chandra.yadav@gmail.com  
Seller's Email Address

**2 Buyer's Signature**  
\_\_\_\_\_  
Print or Type Name \_\_\_\_\_ Date

**2 Seller's Signature**  
\_\_\_\_\_  
Print or Type Name \_\_\_\_\_ Date

Buyer's Address for Receiving Notice  
\_\_\_\_\_  
Buyer's Phone Number:  Cell  Home  Work  
\_\_\_\_\_  
Buyer's Email Address

Seller's Address for Receiving Notice  
\_\_\_\_\_  
Seller's Phone Number:  Cell  Home  Work  
\_\_\_\_\_  
Seller's Email Address

Additional Signature Page (F267) is attached.

Additional Signature Page (F267) is attached.

**Buyer's Broker/Affiliated Licensee Contact Information**

**Seller's Broker/Affiliated Licensee Contact Information**

RE/MAX First Coast

RE/MAX First Coast

Authentisign  
Buyer Brokerage Firm \_\_\_\_\_ 04/02/2026  
*Samuel Muldoon*  
Broker/Affiliated Licensee Signature \_\_\_\_\_ Date  
samuel Muldoon \_\_\_\_\_ 446789  
Print or Type Name \_\_\_\_\_ GA Real Estate License #  
912-409-7113 \_\_\_\_\_ 912-729-9039  
Licensee's Phone Number \_\_\_\_\_ Fax Number  
smuldoonrealtor@gmail.com  
Licensee's Email Address

Authentisign  
Seller Brokerage Firm \_\_\_\_\_ 04/03/2026  
*Samuel Muldoon*  
Broker/Affiliated Licensee Signature \_\_\_\_\_ Date  
samuel Muldoon \_\_\_\_\_ 446789  
Print or Type Name \_\_\_\_\_ GA Real Estate License #  
912-409-7113 \_\_\_\_\_ 912-729-9039  
Licensee's Phone Number \_\_\_\_\_ Fax Number  
smuldoonrealtor@gmail.com  
Licensee's Email Address

CCAOR

CCAOR

REALTOR® Membership  
202 S Lee St Kingsland GA 31548  
Broker's Address  
912-576-9339 \_\_\_\_\_ 912-729-9039  
Broker's Phone Number \_\_\_\_\_ Fax Number  
RMFG01 \_\_\_\_\_ 75986  
MLS Office Code \_\_\_\_\_ Brokerage Firm License Number

REALTOR® Membership  
202 S Lee St Kingsland GA 31548  
Broker's Address  
912-576-9339 \_\_\_\_\_ 912-729-9039  
Broker's Phone Number \_\_\_\_\_ Fax Number  
RMFG01 \_\_\_\_\_ 75986  
MLS Office Code \_\_\_\_\_ Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_ 04/06/2026  
and has been filled in by \_\_\_\_\_ Samuel Muldoon \_\_\_\_\_.



**C. Rights of Buyer If Property Does Not Appraise:** If Buyer has an appraisal contingency and any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within \_\_\_\_\_ days from the Binding Agreement Date that Seller reduce the purchase price of the Property to a price not less than the appraisal price by submitting an Amendment to Purchase Price (F713) ("ATPP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATPP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the purchase price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATPP shall run through the earlier of: (1) three (3) days from the date that the ATPP is delivered to Seller; or (2) the time of Closing (excluding any extensions of the Closing resulting from the unilateral extension of the Closing Date).

If Seller does not accept the ATPP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon Notice to Seller, provided that such Notice is given within three (3) days of the earlier of: (a) the date that Buyer receives Notice that Seller has not accepted the ATPP; or (b) the last date Seller could have accepted the ATPP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of Closing.

**D. Buyer Not Obligated to Seek Price Reduction:** Nothing herein shall require Buyer to seek any reduction in the purchase price of the Property. If Buyer does not seek a reduction in the purchase price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

**6. Special Approval if Property is a Condominium or Subject to a Master Insurance Policy.**

This Agreement  IS or  IS NOT contingent upon Buyer's lender obtaining underwriting approval of any fire and casualty insurance policy and/or development (hereinafter "Project Approval"). If at any time the lender determines that the inability to obtain Project Approval is preventing a mortgage loan from being made, then Buyer shall have the right to terminate this Agreement without penalty and receive a full refund of all Earnest Money, provided that Buyer provides Seller with a letter from such lender stating that the inability to obtain Project Approval is what is preventing a mortgage loan from being made to the Buyer. Such letter shall be provided to Seller not later than the date of Closing or within seven (7) days of the termination of the Agreement by Buyer, provided that the Notice of termination is given prior to Closing.

Buyer's Initials:  \_\_\_\_\_

Seller's Initials:  \_\_\_\_\_

**CLOSING ATTORNEY ACTING AS  
HOLDER OF EARNEST MONEY  
EXHIBIT “ B ”**



[Closing Attorney must still consent to serve as Holder using F511]

**2026 Printing**

This Exhibit is part of the Agreement with an Offer Date of 4/2/2026 for the purchase and sale of that certain property known as: 0 Martin Luther King Jr Blvd Kingsland, Georgia 31548 (“Agreement”).


1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety (“Entire Contract”); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
3. **Closing Attorney Must Agree to Become Holder Within Five (5) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within five (5) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as “Escrow Agreement”) without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney’s rights and duties as Holder and the timeframe for completing the same shall commence.
4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder. In the event the transaction does not close, Closing Attorney shall not have a right to deduct any of attorney’s costs or fees pertaining to the Closing from the earnest money or other trust funds being held by Closing Attorney, except as may be provided elsewhere herein. Buyer and Seller acknowledge and agree that the fact that the closing attorney may represent a real estate brokerage firm or firms involved in the transaction or regularly close real estate transactions involving a particular broker or agent of the broker shall not prevent the closing attorney from fully performing its duties hereunder, including, but not limited to disbursing earnest money based upon a reasonable interpretation of this Agreement.
5. **Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
6. **Failure of Closing Attorney to Become Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder or fails to timely become Holder, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder’s duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
7. **Alternate Holder.** The Buyer must immediately notify all parties if the Closing Attorney fails to become Holder. The Alternate Holder, who must be a broker in this transaction, shall be REMAX First Coast. In the event an Alternate Holder is not named, the Alternate Holder shall be the Buyer’s Broker.
8. **Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
9. **Notices To and From Holder.** The Notice procedures in the Agreement shall control with regard to all Notices to and from Holder. Holder’s contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney’s Contact Information.** The Closing Attorney named below shall be the Holder in this transaction. If an individual attorney who works for a law firm is named as the Closing Attorney herein, all parties agree that the law firm shall technically be the Closing Attorney.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Samuel Muldoon IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F510, Closing Attorney Acting as Holder of Earnest Money Exhibit, Page 1 of 2, 01/01/26

Closing Attorney: Law Office of Robert C Sweatt  
Address: 118 South Lee St  
Kingsland, GA 31548  
Phone Number: 912-729-3700  
Fax Number: \_\_\_\_\_  
Email: office@rcsweattlaw.com

Buyer's Initials:  CV

Seller's Initials:  CY



April 9, 2026

Mr. Lee Spell, City Manager  
City of Kingsland  
107 S Lee St  
Kingsland, GA 31548

SUBJECT: City of Kingsland, Georgia  
Laurel Island (AA) Pump Station Upgrades  
And New Sewer Force Main  
C&S Project No.: K5000.137

Dear Mr. Spell:

As you are aware, bids were received and opened for the above subject project on Thursday, April 9, 2026 at 1:30 PM. A total of five (5) responsive bids were received out of the companies listed on the plan-holders list. Legacy Water Group, LLC out of Covington, GA with a Base Bid of **\$2,775,395.00** was determined to be the low bidder. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Legacy Water Group, LLC	\$2,775,395.00	---
2. TB Landmark Construction	\$3,344,123.00	20.49%
3. Popco, Inc.	\$3,599,068.25	29.68%
4. Woodard Construction	\$3,613,475.00	30.20%
5. BRW Construction Group	\$3,765,800.00	35.69%

As required in the bid documents, the low bidder submitted a bid with a 10% bid bond from Travelers Casualty and Surety Company of America, which is listed in the U.S. Treasury Circular #570. The Travelers Casualty and Surety Company of America is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. The Travelers Casualty and Surety Company of America has a current A.M. Best rating of "A++" which meets the requirements of the contract documents.

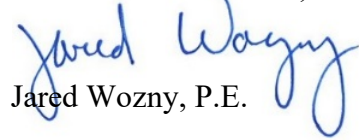
Based on our findings, the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project. **Carter & Sloope, Inc. therefore recommends the project be awarded to Legacy Water Group, LLC at a Total Base Bid amount of \$2,775,395.00**

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing one (1) copy of the Notice of Award for this project. Please execute the Notice of Award and return as soon as possible. We will prepare four (4) originals of the Agreement and forward them to you when the Contractor has executed the Agreement and delivered all the necessary Payment and Performance Bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.

A handwritten signature in blue ink that reads "Jared Wozny". The signature is written in a cursive style with a large, looping "y" at the end.

Jared Wozny, P.E.

Encl: Certified Bid Tabulation – 1 copy  
Notice of Award – 1 copy

BID TABULATION FOR ALL BIDS  
 RECEIVED AT CITY OF KINGSLAND, 107 S LEE STREET  
 ON THURSDAY, APRIL 9, 2026 AT 1:30 PM  
 PROJECT: LAUREL ISLAND (AA) PUMP STATION UPGRADES & NEW SEWER FORCE MAIN  
 C&S PROJ. NO.:K5000.137

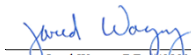
Legacy Water Group, LLC 10130 Bob Williams Parkway Covington, GA 30014	T B Landmark Construction, Inc. 11220 New Berlin Rd Jacksonville, FL 32226	Popco, Inc. P.O. Box 526 Sylvester, GA 31791	Woodard Construction 3109 Memorial Drive Waycross, GA 31503	BRW Construction Group 145 Besley Road Garden Coty, GA 31408
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Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>1.0 Sewer Force Main Installed by Open Cut</b>													
1001	10-inch DR11 HDPE Force Main	6,000	LF	\$ 72.00	\$ 432,000.00	\$ 90.00	\$ 540,000.00	\$ 154.00	\$ 924,000.00	\$ 110.00	\$ 660,000.00	\$ 150.00	\$ 900,000.00
1002	18-inch DR11 HDPE Force Main	1370	LF	\$ 140.00	\$ 191,800.00	\$ 174.00	\$ 238,380.00	\$ 217.00	\$ 297,290.00	\$ 175.00	\$ 239,750.00	\$ 200.00	\$ 274,000.00
<b>2.0 Force Main Installed by Jack and Bore</b>													
2001	10-inch C900 RJ-PVC Force Main installed in 24-inch Steel Casing	100	LF	\$ 1,885.00	\$ 188,500.00	\$ 2,090.00	\$ 209,000.00	\$ 856.00	\$ 85,600.00	\$ 700.00	\$ 70,000.00	\$ 1,200.00	\$ 120,000.00
<b>3.0 Force Main Installed by Horizontal Directional Drill</b>													
3001	10-inch DR11 HDPE Force Main	930	LF	\$ 145.00	\$ 134,850.00	\$ 139.00	\$ 129,270.00	\$ 106.00	\$ 98,580.00	\$ 200.00	\$ 186,000.00	\$ 300.00	\$ 279,000.00
3002	10-inch DR11 HDPE Force Main in 18-inch DRI3.5 HDPE Casing	300	LF	\$ 430.00	\$ 129,000.00	\$ 264.00	\$ 79,200.00	\$ 211.00	\$ 63,300.00	\$ 365.00	\$ 109,500.00	\$ 600.00	\$ 180,000.00
3003	18-inch DR11 HDPE Force Main	230	LF	\$ 440.00	\$ 101,200.00	\$ 234.00	\$ 53,820.00	\$ 293.00	\$ 67,390.00	\$ 300.00	\$ 69,000.00	\$ 350.00	\$ 80,500.00
<b>4.0 Force Main Connections</b>													
4001	Connect to Existing 10-inch Force Main with 10-inch RJ Sleeve	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,040.00	\$ 14,040.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
4002	Connect to Existing 18-inch Force Main with 18-inch RJ Sleeve	1	LS	\$ 12,330.00	\$ 12,330.00	\$ 12,000.00	\$ 12,000.00	\$ 21,060.00	\$ 21,060.00	\$ 9,500.00	\$ 9,500.00	\$ 20,000.00	\$ 20,000.00
<b>5.0 Valves Fittings and Appurtenances</b>													
5001	10-inch 45° Butt Fusion Elbow	10	EA	\$ 250.00	\$ 2,500.00	\$ 2,112.00	\$ 21,120.00	\$ 830.00	\$ 8,300.00	\$ 1,500.00	\$ 15,000.00	\$ 2,000.00	\$ 20,000.00
5002	10-inch 22.5° Butt Fusion Elbow	3	EA	\$ 260.00	\$ 780.00	\$ 2,163.00	\$ 6,489.00	\$ 1,005.00	\$ 3,015.00	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00
5003	10" HDPE x MJ Adapter	5	EA	\$ 1,230.00	\$ 6,150.00	\$ 2,181.00	\$ 10,905.00	\$ 687.00	\$ 3,435.00	\$ 750.00	\$ 3,750.00	\$ 2,500.00	\$ 12,500.00
5004	18-inch 45° Butt Fusion Elbow	6	EA	\$ 920.00	\$ 5,520.00	\$ 5,275.00	\$ 31,650.00	\$ 2,224.00	\$ 13,344.00	\$ 2,500.00	\$ 15,000.00	\$ 2,500.00	\$ 15,000.00
5005	18" HDPE x MJ Adapter	2	EA	\$ 5,815.00	\$ 11,630.00	\$ 6,000.00	\$ 12,000.00	\$ 2,575.00	\$ 5,150.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
5006	2-inch ARV in Manhole	10	EA	\$ 13,650.00	\$ 136,500.00	\$ 19,800.00	\$ 198,000.00	\$ 9,703.00	\$ 97,030.00	\$ 15,500.00	\$ 155,000.00	\$ 22,500.00	\$ 225,000.00
5007	10" RMJ Plug Valve w/ Valve Box	3	EA	\$ 7,615.00	\$ 22,845.00	\$ 7,848.00	\$ 23,544.00	\$ 18,445.00	\$ 55,335.00	\$ 5,000.00	\$ 15,000.00	\$ 3,500.00	\$ 10,500.00
<b>6.0 Abandonment of Existing Utility</b>													
6001	6" Force Main	1	LS	\$ 3,360.00	\$ 3,360.00	\$ 10,000.00	\$ 10,000.00	\$ 4,095.00	\$ 4,095.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00
<b>7.0 Sewer Pump Station</b>													
7001	and Wetwell	1	LS	\$ 54,500.00	\$ 54,500.00	\$ 54,000.00	\$ 54,000.00	\$ 40,950.00	\$ 40,950.00	\$ 85,000.00	\$ 85,000.00	\$ 99,000.00	\$ 99,000.00
7002	Laurel Island Pump Station - 810 GPM Duplex 30Hp Pumps, Valves, Fittings, Station Piping, Wetwell, Emergency Generator, Electrical Work, SCADA and all Appurtenances for an Operable Station	1	LS	\$ 975,000.00	\$ 975,000.00	\$ 1,319,000.00	\$ 1,319,000.00	\$ 1,494,110.00	\$ 1,494,110.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 915,000.00	\$ 915,000.00
<b>8.0 Removal and Replacement of Pavement and Material</b>													
8001	Asphalt Pavement	105	SY	\$ 210.00	\$ 22,050.00	\$ 245.00	\$ 25,725.00	\$ 111.15	\$ 11,670.75	\$ 175.00	\$ 18,375.00	\$ 150.00	\$ 15,750.00
8002	Concrete Sidewalk	165	SY	\$ 280.00	\$ 46,200.00	\$ 120.00	\$ 19,800.00	\$ 58.50	\$ 9,652.50	\$ 150.00	\$ 24,750.00	\$ 150.00	\$ 24,750.00
8003	Unsuitable Materials	250	CY	\$ 12.50	\$ 3,125.00	\$ 37.00	\$ 9,250.00	\$ 58.50	\$ 14,625.00	\$ 115.00	\$ 28,750.00	\$ 100.00	\$ 25,000.00
<b>9.0 Erosion and Sedimentation Control BMPs</b>													
9001	Construction Entrance/Exit (Co)	6	EA	\$ 1,950.00	\$ 11,700.00	\$ 5,200.00	\$ 31,200.00	\$ 2,925.00	\$ 17,550.00	\$ 4,000.00	\$ 24,000.00	\$ 5,000.00	\$ 30,000.00
9002	Silt Fence, Single Row (SD1-NS)	7700	LF	\$ 2.25	\$ 17,325.00	\$ 1.65	\$ 12,705.00	\$ 5.27	\$ 40,579.00	\$ 8.00	\$ 61,600.00	\$ 3.00	\$ 23,100.00
9003	Silt Fence, Double Row (SD1-S)	400	LF	\$ 4.35	\$ 1,740.00	\$ 14.25	\$ 5,700.00	\$ 7.61	\$ 3,044.00	\$ 23.00	\$ 9,200.00	\$ 4.00	\$ 1,600.00
9004	Grassing, Fertilization, and Mulching	9700	SY	\$ 0.45	\$ 4,365.00	\$ 1.90	\$ 18,430.00	\$ 2.34	\$ 22,698.00	\$ 4.00	\$ 38,800.00	\$ 3.00	\$ 29,100.00
<b>10.0 General Construction</b>													
10001	Clearing and Grubbing	1.5	AC	\$ 18,950.00	\$ 28,425.00	\$ 38,600.00	\$ 57,900.00	\$ 17,550.00	\$ 26,325.00	\$ 15,000.00	\$ 22,500.00	\$ 20,000.00	\$ 30,000.00
10002	Traffic Control	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 18,035.00	\$ 18,035.00	\$ 23,400.00	\$ 23,400.00	\$ 10,000.00	\$ 10,000.00	\$ 75,000.00	\$ 75,000.00
10003	Grading; excess excavation disposal; sign, monument, and culvert replacement; tree protection; mobilization; cleanup; insurance; bonds; and all other incidental work.	1	LS	\$ 135,000.00	\$ 135,000.00	\$ 112,000.00	\$ 112,000.00	\$ 58,500.00	\$ 58,500.00	\$ 150,000.00	\$ 150,000.00	\$ 235,000.00	\$ 235,000.00
<b>Supplemental Work Allowance (SWA)</b>													
0000	Supplemental Work Allowance (SWA)	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
<b>TOTAL BASE BID:</b>				<b>\$</b>	<b>2,775,395.00</b>	<b>\$</b>	<b>3,344,123.00</b>	<b>\$</b>	<b>3,599,068.25</b>	<b>\$</b>	<b>3,613,475.00</b>	<b>\$</b>	<b>3,765,800.00</b>

Alternate Bid Items:

Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
0001	Fiberglass Wetwell	1	LS	\$ -	\$ -	\$ 1,319,000.00	\$ 1,319,000.00	\$ -	\$ -	\$ 1,400,000.00	\$ 1,400,000.00	\$ 100,000.00	\$ 100,000.00

I hereby certify that this is a true and accurate Bid Tabulation of bids received THURSDAY, APRIL 9, 2026 at 1:30 PM

  
 Jared Wozny, P.E. #42829

**SECTION 00510  
NOTICE OF AWARD**

Date of Issuance: April 9, 2026  
Owner: City of Kingsland Engineer's Project No.: K5000.137  
Engineer: Carter & Sloope, Inc.  
Project: Laurel Island (AA) Pump Station Upgrades and New Sewer Force Main  
Bidder: Legacy Water Group, LLC  
Bidder's Address: 10130 Bob Williams Pkwy, Covington, GA 30014

You are notified that Owner has accepted your Bid dated **Thursday, April 9, 2026 at 1:30 PM** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Laurel Island (AA) Pump Station Upgrades and New Sewer Force Main**

The Contract Price of the awarded Contract is \$2,775,395.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Four (4)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **four (4)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver the Certificate of Insurance as specified in the General Conditions (Article 6.03) and amended by the Supplementary Conditions.
4. Section 00484 – Subcontractor Affidavit & Agreement for any subcontractors.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Kingsland  
By (signature): \_\_\_\_\_  
Name  
(printed): \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award  
is hereby acknowledged by.

Contractor: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

Copy: Engineer

**END OF SECTION**



**ROBERTS**  
CIVIL ENGINEERING

301 Sea Island Road Suite 10, St. Simons Island, GA 31522  
912-638-9681 Office

**Change Order No. 1**  
**J W Oliver Construction Inc.**

March 25, 2026

**Owner:** City of Kingsland  
107 S. Lee Street  
Kingsland, GA 31548

**Re:** **Lakes Blvd East Improvements**  
RCE Project # 24107

The J W Oliver Construction Company Inc. as the project contractor, in concert with the project engineer, has recommended the conversion of 4.57 acres of ground cover originally specified as sodded be converted to hydroseeded grass seed cover. This cover would encompass the road flanks along the improved roadbed. Any disturbed area bordering the residential neighborhoods located on the existing paved eastern portion of Lakes Blvd East as well as the areas separating the new sidewalk and the asphalt pavement along the entire length of the roadway would remain sodded.

It is also recommended by the contractor, the project engineer and the Kingsland Public Works Department that the RCP culvert junction at the western intersection of Lakes Blvd East with Wildcat Drive be enclosed with a pedestal inlet structure to minimize erosion at that junction should excessive stormwater events occur in the future.

Project costs would be affected as follows:

Project Cost as originally approved		\$ 1,578,523.49
Additions:	Permanent Grassing (4.57 ac @ \$7,500/ac)	\$ 34,286
	Pedestal Inlet and Additional 24" RCP	\$ 11,758
Reductions:	Sod (22,129 sy @ \$ 7.65 sy)	( \$ 169,286)
New Project Cost Amount including this change order		\$ 1,455,281.49

Any variable costs specified in the original contract are un-changed and the entire remainder of the contract remains in full force. This Addendum shall be effective once signed by both parties.

**City of Kingsland**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**J W Oliver Construction Inc. :**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

*JW Oliver*  
*JW Oliver*  
*President*