



CITY OF KINGSLAND, GEORGIA
CITY COUNCIL
AGENDA • MAY 11, 2026

Regular Meeting

City Council Chamber
135 North Gross Road, Kingsland, GA 31548

6:00 PM

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

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

III. INVOCATION AND PLEDGE TO THE FLAG

IV. 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

V. PRESENTATION

1. City of Kingsland FY 2024-2025 Financial Audit
Presented by Kellan Shuford of Mauldin & Jenkins, LLC

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Home Occupation - 228 Parkview Lane - Parcel 058A 531
Lindsay Glaser has applied for a Home Occupation Permit for a retail consulting business known as "The Clever Duck Consulting Group, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.
2. Home Occupation - 107 Brighton Court - Parcel 107J 015
Anna McKinney has applied for a Home Occupation Permit for a janitorial business known as "Southern Coast Property Management". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1.
3. Home Occupation - 213 Old Pond Drive - Parcel 107A 196
Susan Teston has applied for a Home Occupation Permit for an assembly business known as

- "Kits for Daisy". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1.
4. Home Occupation - 104 Larsen Court - Parcel 107Z 142
Chelsea Paige Roberts has applied for a Home Occupation Permit for a freelance illustration business known as "Fabled Illustration". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is PD/R-1.
 5. Home Occupation - 308 North Orange Edwards Boulevard - Parcel K15 04 001B
Bernardine Johnson has applied for a Home Occupation Permit for an Italian Ice business known as "JU C Water Ice & More, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-4.
 6. Final Plat - The Preserve at Camden Woods Phase 2D
Ron Sawyer, with LIH Holding, LLC has submitted a Final Plat for The Preserve at Camden Woods Phase 2D, formerly The Villas at Camden Woods, consisting of 16 single family lots on approximately 4.10 acres. The City Council approved the preliminary plat for all of the Villas at Camden Woods Phase 2 on July 8, 2024. Zoning is PD/MU (Planned Development/Mixed Use).

IX. NEW BUSINESS

1. Approval of: Data Center Ordinance Rescission and Moratorium Ordinance
Consideration of Rescission of Data Center Ordinance No. 2026-03 and Adoption of a Temporary Moratorium for Public Review and Recommendations
Staff recommends approval
2. Bid Award: Purchase and Installation of Playground Equipment
The City requested proposals for playground equipment for Little Catfish Creek Park. The project is funded through the PSA SPLOST 8 remaining funds allocated to Little Catfish Creek Park.
Staff recommends Safe Play Solutions for a total of \$48,976.
3. Approval of: Google Workspace Email Agreement
The City's Google Workspace for email accounts (135) is up for renewal. The renewal is a 3 year agreement to secure pricing.
Staff recommends the lowest quote, GovConnection, Inc, for a total of \$17,941.50 with a 3 year agreement.
4. Approval of: Boone Street TAP Grant Addendum #3
Consider approval of Addendum #3 to the Professional Services Agreement for TAP Grant Bid Assistance and Construction Administration and Monitoring Services, providing for additional professional services necessary to support continued implementation and compliance of the Transportation Alternatives Program (TAP) project.
Staff recommends approval
5. Approval of: Inspection Services Proposal for Fire Station #3

Consider approval of a proposal for independent construction materials testing and inspection services associated with the renovation of Kingsland Fire Station #3. These services are necessary to provide third-party verification that materials and construction activities comply with applicable design specifications, building codes, and quality control standards throughout the course of construction.

Staff recommends approval.

6. Approval of: Software Agreement for Live Scan

The Police Department requested quotes for Live Scan software. Live Scan software manages electronic fingerprinting systems that capture, process, and transmit high-quality digital fingerprints without ink, reducing processing time and errors. This item is in the police department's current year budget.

Staff recommends the lowest quote, HID Global, for a total of \$6,638.81. This includes onsite implementation and a 12-month maintenance agreement.

7. Approval of: 5-Year Glance CSW Data Plan Renewal for School Zones

The police department requests approval for a 5-year renewal agreement with Temple, Inc for Glance CSW, covering two school zones. This is the cloud-based management system for school zone flashing beacons. The renewal ensures continued remote scheduling, monitoring, and maintenance alerts for enhanced student safety across city school zones.

Staff recommends 5 year renewal at a total cost of \$2,476.00

8. Approval of: IGA for GIS Services

Consideration and approval of an Intergovernmental Services Agreement between Camden County and the City of Kingsland for the provision of Geographic Information System (GIS) services. The agreement establishes a cooperative framework for shared GIS support, including training, data management, mapping and application development while maintaining City employment of the GIS Technician. It outlines roles, cost structure, data ownership, and operational coordination, and is intended to enhance efficiency and service delivery through intergovernmental collaboration.

Staff recommends approval.

9. Amendment #2 to College of Coastal Georgia Facility Use Agreement

An amendment to add daily use of room 145 and offices 140 and 141 for the Police Academy scheduled for April 27, 2026 - August 14, 2026, increasing the cost by \$2000.00 for a total of \$6,000.00.

Staff recommends approval

10. Approval of: Disposal of Surplus Real Property

Consideration of approval of a sales agreement and authorization to transfer deeds for parcels K08 01 003I and K08 01 003H to the Kingsland Development Authority (KDA) for marketing and disposition. Approval of this item will authorize the City to convey the referenced parcels to the KDA and undertake all actions necessary to complete the transfer of ownership in accordance with the terms and conditions of the agreement.

Staff recommends approval.

11. Approval of: Resolution #2026-11: FY 2025-26 Mid-Year Budget Revisions

Staff recommends approval.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



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: May 4, 2026

City Council Meeting Date: May 11, 2026

Agenda Item: Home Occupation- 228 Park View Lane - Parcel # 058A 531

Summary:

Lindsay Glaser has applied for a home occupation permit for a retail consulting business known as “The Clever Duck Consulting Group, LLC”. 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

H000-26-0003



paid may 2026

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: Lindsay Glaser PHONE: [REDACTED]

ADDRESS: 228 Park View Ln Kingsland GA 31548

FAX: [REDACTED] 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: The Clever Duck Consulting Group, LLC

STREET ADDRESS WHERE THIS USE IS TO BE LOCATED: 228 Park View Ln

TAX MAP & PARCEL NUMBER: 058A531 ZONING: R-1

OWNER OF SITE, IF NOT APPLICANT: [REDACTED]

ADDRESS: 228 Park View Ln

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: Lindsay Glaser DATE: 3/17/20



CITY OF KINGSLAND
APPLICATION FOR HOME OCCUPATION PERMIT

TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

1. DATE COMPLETE APPLICATION FILED: 3/17/26
2. DATE APPLICANT NOTIFIED THAT COMPLETE APPLICATION HAD BEEN RECEIVED: 3/17/26
3. DATE PERMIT FEE PAID: 3/18/26 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.

Scott Korbak
PLANNING DIRECTOR
CITY OF KINGSLAND

3/17/26
DATE

CITY MANAGER
CITY OF KINGSLAND

DATE



CITY OF KINGSLAND
AFFIDAVIT FOR A HOME OCCUPATION

APPLICANT: Lindbay Glaser

ADDRESS: 228 Park View Ln

CITY: Kingstand STATE: GA ZIP: 31548

PHONE: () [REDACTED] FAX: () [REDACTED] E-MAIL: [REDACTED]

PROPOSED BUSINESS: The Cleyer Duck Consulting LOCATION: 228 Park View Ln

TAX PARCEL: 058A531 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: 500 Business area sq. ft. 2470 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.

Lindbay Glaser
SIGNATURE OF APPLICANT

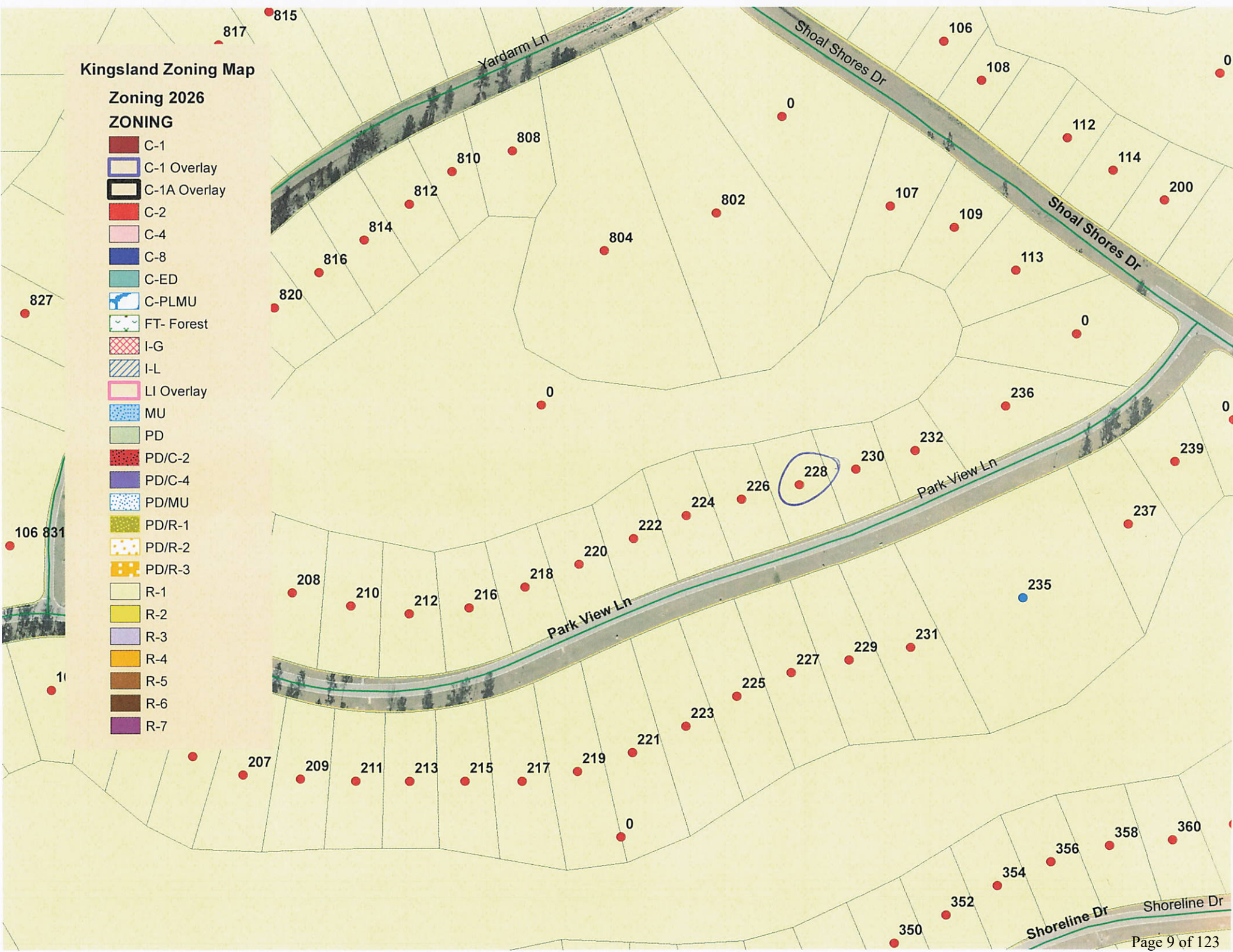
3/16/26
DATE

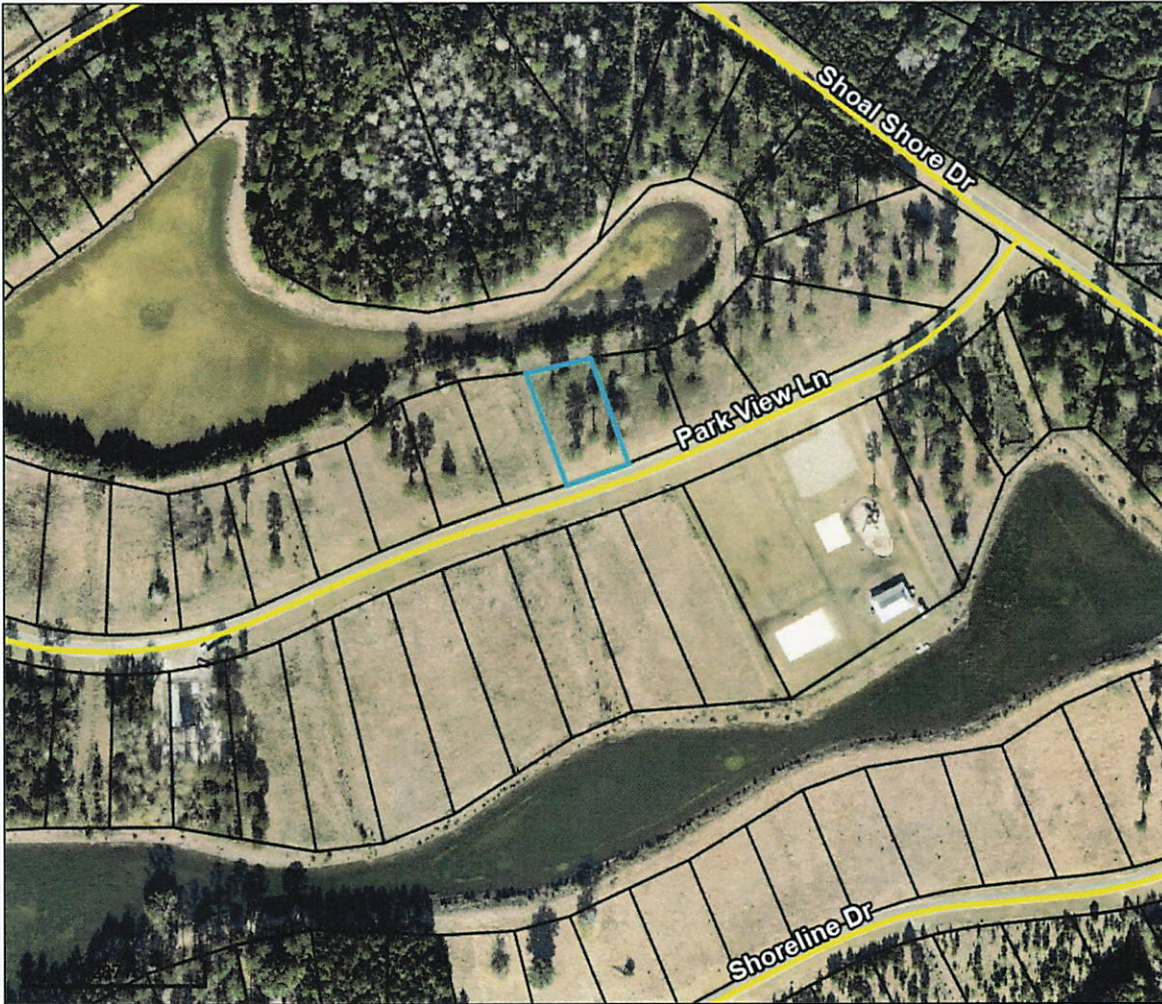
Kingsland Zoning Map

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	058A 531	Owner	CENTURY COMMUNITIES OF FLORIDA LLC	Last 2 Sales			
Class Code	Residential			Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		4601 TOUCHTON ROAD	7/29/2024	\$48000	ML	U
	KINGSLAND		BUILDING 300, SUITE 3100	3/18/2015	0	NM	U
Acres	0.4		JACKSONVILLE, FL 32246				
		Physical Address	228 PARK VIEW LN				
		Assessed Value	Value \$48000				

(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: 3/17/2026

Last Data Uploaded: 3/16/2026 7:36:24 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: May 4, 2026

City Council Meeting Date: May 11, 2026

Agenda Item: Home Occupation- 107 Brighton Ct. - Parcel # 107J 015

Summary:

Anna McKinney has applied for a home occupation permit for a janitorial business known as "Southern Coast Property Management". 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



May Agency

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: Anna McKinney PHONE: [REDACTED]

ADDRESS: 107 Brighton Court 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: Southern Coast Property Management

STREET ADDRESS WHERE THIS USE IS TO BE LOCATED: 107 Brighton Court Kingsland, GA 31548

TAX MAP & PARCEL NUMBER: 107J 015 ZONING: PD/R-1

OWNER OF SITE, IF NOT APPLICANT: same

ADDRESS: _____

CITY: NA 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: Anna McKinney DATE: 4/2/2026



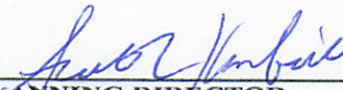
CITY OF KINGSLAND
APPLICATION FOR HOME OCCUPATION PERMIT
TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

1. DATE COMPLETE APPLICATION FILED: 4/6/26
2. DATE APPLICANT NOTIFIED THAT COMPLETE APPLICATION HAD BEEN RECEIVED: 4/26/26
3. DATE PERMIT FEE PAID: 4/6/26 AMOUNT PAID: \$ 50.00
4. PLANNING COMMISSION REVIEW:
() APPROVAL RECOMMENDED () DENIAL RECOMMENDED
DATE THIS APPLICATION WAS REVIEWED BY THE PLANNING COMMISSION: 5/4/26
CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

5. CITY COUNCIL ACTION:
() APPROVED () DENIED
DATE THIS APPLICATION WAS REVIEWED BY CITY COUNCIL: 5/11/26
CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

6. DATE APPLICANT NOTIFIED OF FINAL ACTION: 5/12/26

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.


PLANNING DIRECTOR
CITY OF KINGSLAND

4/6/26
DATE

CITY MANAGER
CITY OF KINGSLAND

DATE



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

APPLICANT: Anna McKinney
 ADDRESS: 107 Brighton Court Kingsland
 CITY: Kingsland STATE: GA ZIP: 31543
 PHONE: () [REDACTED] () [REDACTED] E-MAIL: _____
 PROPOSED BUSINESS: Janitorial LOCATION: Home
 TAX PARCEL: 107 J 015 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.*

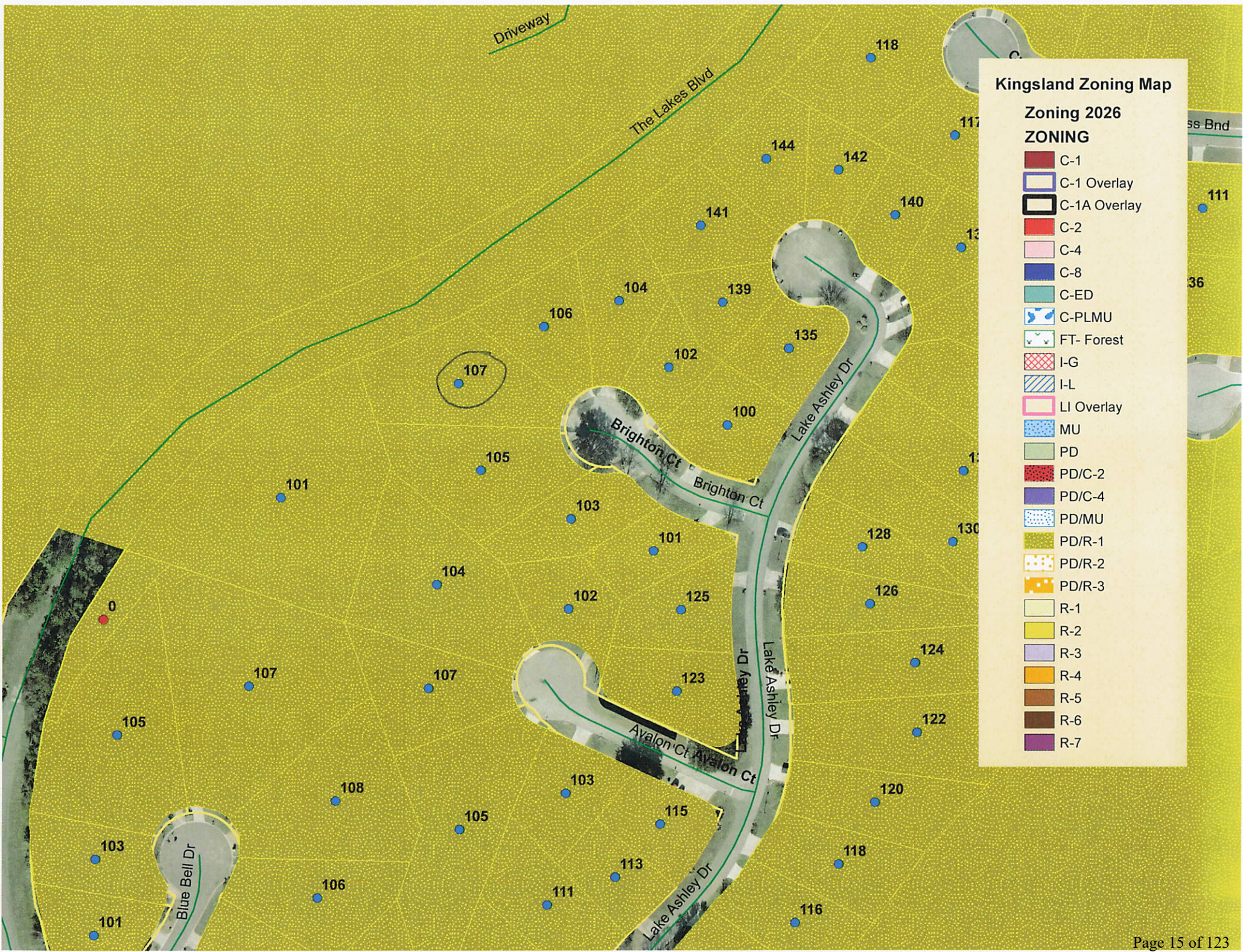
HOME OCCUPATION SHALL MEET THE FOLLOWING CONDITIONS:

- 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: 150 Business area sq. ft. 1500 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.

Anna McKinney
 SIGNATURE OF APPLICANT

040226
 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



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: May 4, 2026

City Council Meeting Date: May 11, 2026

Agenda Item: Home Occupation- 213 Old Pond Drive. - Parcel # 107A 196

Summary:

Susan Teston has applied for a home occupation permit for an assembly business known as “Kits for Daisy”. 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



May Agenda

240193

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: Susan Teston PHONE: [REDACTED]

ADDRESS: 213 Old Pond Drive West

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.)

(X) **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: assembly / "Kits for Daisy"

STREET ADDRESS WHERE THIS USE IS TO BE LOCATED: 213 Old Pond Dr West

TAX MAP & PARCEL NUMBER: 107A 196 ZONING: PD/R-1

OWNER OF SITE, IF NOT APPLICANT: _____

ADDRESS: _____

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: Susan Teston DATE: 4.6.2026



CITY OF KINGSLAND
APPLICATION FOR HOME OCCUPATION PERMIT

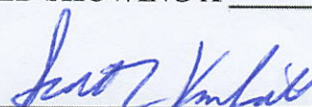
TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

1. DATE COMPLETE APPLICATION FILED: 4/7/26
2. DATE APPLICANT NOTIFIED THAT COMPLETE APPLICATION HAD BEEN RECEIVED: 4/8/26
3. DATE PERMIT FEE PAID: 4/8/26 AMOUNT PAID: \$ 50.00
4. PLANNING COMMISSION REVIEW:
() APPROVAL RECOMMENDED () DENIAL RECOMMENDED
DATE THIS APPLICATION WAS REVIEWED BY THE PLANNING COMMISSION: 5/4/26
CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

5. CITY COUNCIL ACTION:
() APPROVED () DENIED
DATE THIS APPLICATION WAS REVIEWED BY CITY COUNCIL: 5/11/26
CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

6. DATE APPLICANT NOTIFIED OF FINAL ACTION: 5/12/26

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.


PLANNING DIRECTOR
CITY OF KINGSLAND

4/8/26
DATE

CITY MANAGER
CITY OF KINGSLAND

DATE



CITY OF KINGSLAND
AFFIDAVIT FOR A HOME OCCUPATION

APPLICANT: Susan Teston

ADDRESS: 213 Old Pond Dr. W.

CITY: Kingsland

STATE: GA

ZIP: 31548

PHONE: [REDACTED] FAX: () [REDACTED]

E-MAIL: [REDACTED]

PROPOSED BUSINESS: assembly - Kits for Daisy LOCATION: 213 Old Pond Dr. West

TAX PARCEL: 107 A 196

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: 150 Business area sq. ft. 1500 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.

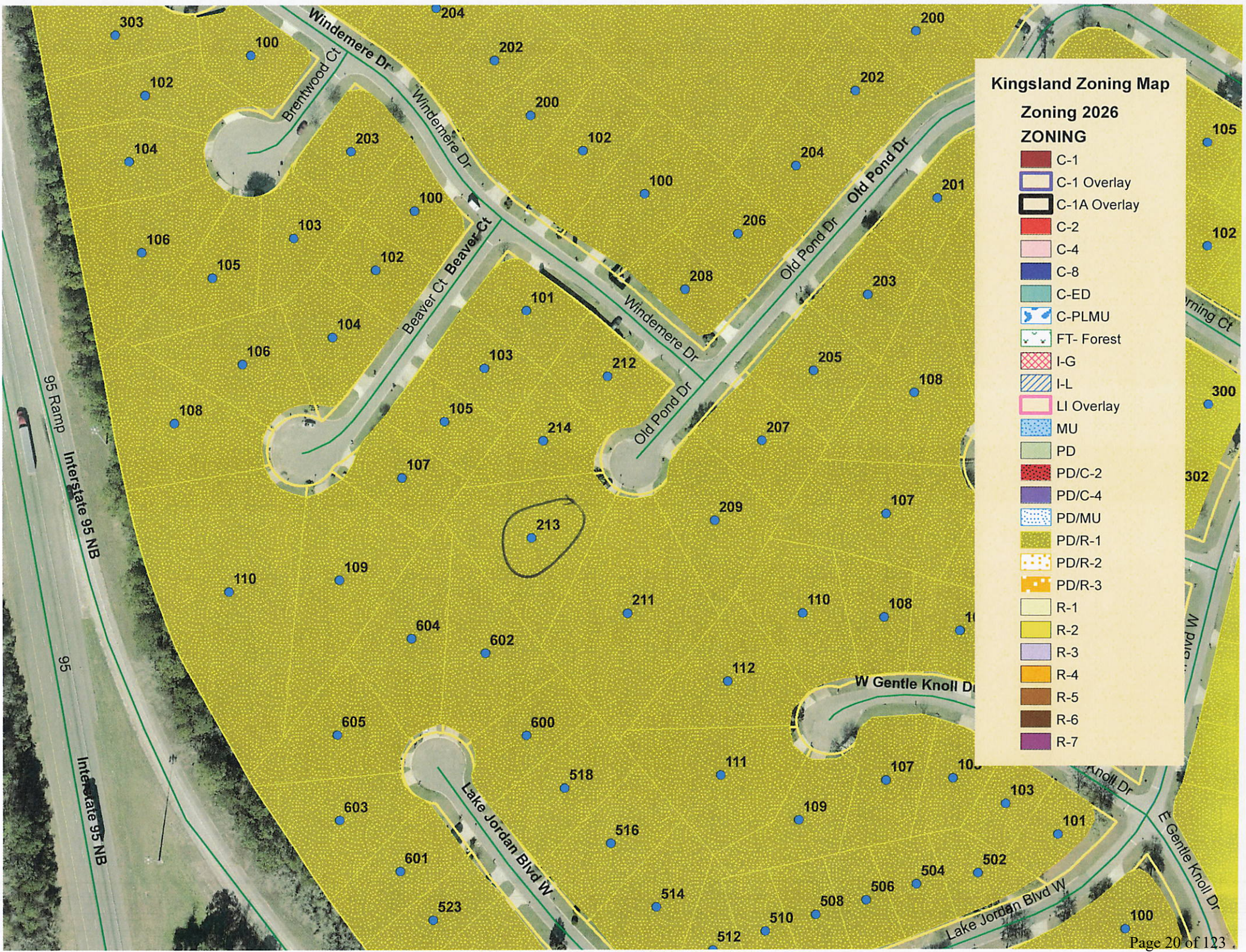
I HEREBY CERTIFY THAT I HAVE READ THE ABOVE CONDITIONS AND AGREE TO COMPLY WITH EACH REQUIREMENT AS LONG AS THE BUSINESS IS CONDUCTED AT THIS LOCATION.

Susan Teston

SIGNATURE OF APPLICANT

4.6.2026

DATE



Kingsland Zoning Map

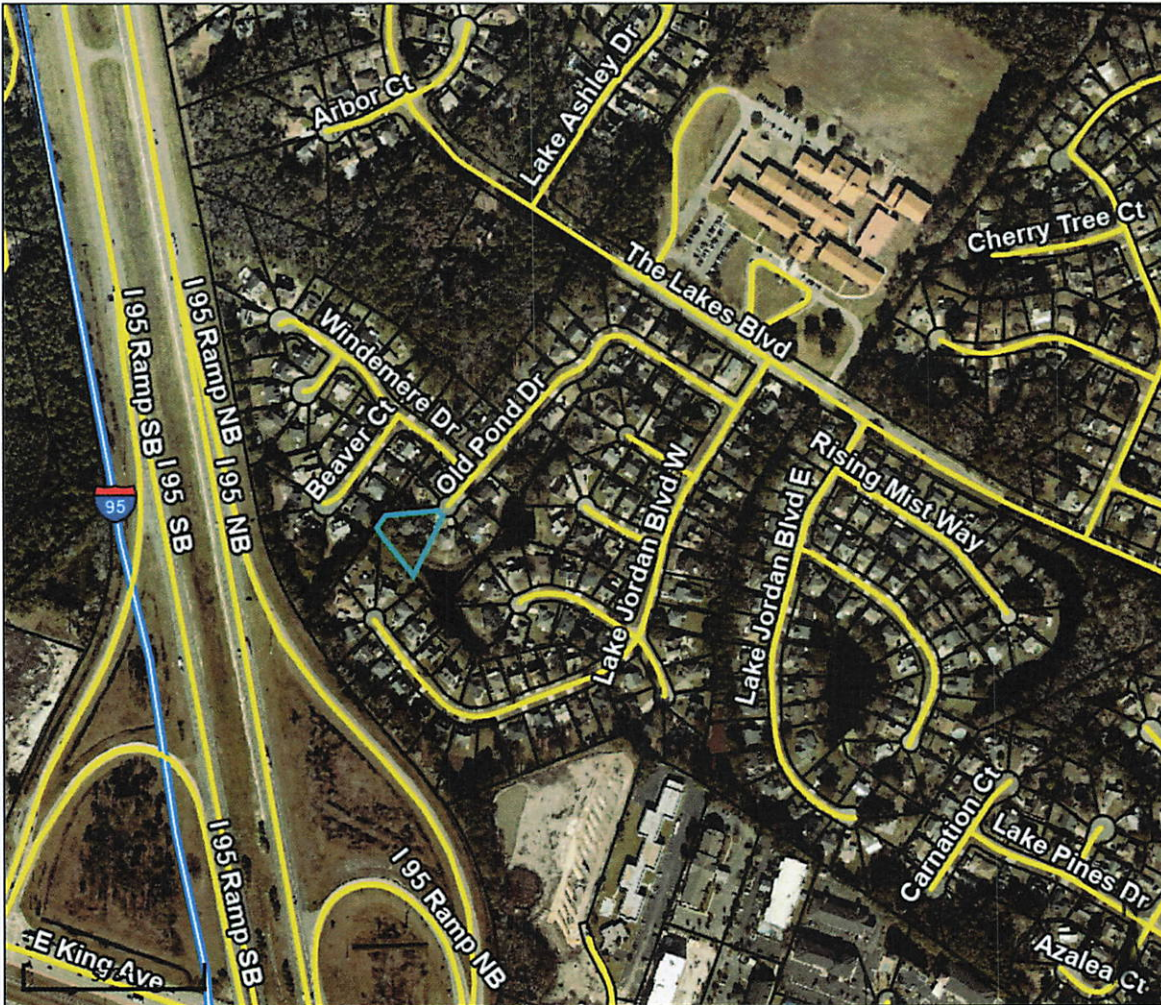
Zoning 2026

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



Camden County, GA



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	107A 196	Owner	TESTON SUSAN B	Last 2 Sales			
Class Code	Residential		213 OLD POND DRIVE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	7/2/2003	\$102500	FM	Q
	KINGSLAND	Physical Address	213 OLD POND DR	6/29/2000	\$93350	RS	U
Acres	0.54	Assessed Value	Value \$240521				

(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: May 4, 2026

City Council Meeting Date: May 11, 2026

Agenda Item: Home Occupation- 104 Larsen Ct. - Parcel # 107Z 142

Summary:

Chelsea Paige Roberts has applied for a home occupation permit for a freelance illustration business known as “Fabled Illustration”. 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

140c 26-0004

Paid in
forward



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: Chelsea Paige Roberts PHONE: [REDACTED]

ADDRESS: 104 Larsen Ct

FAX: [REDACTED] 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.)
- (X) **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: Fabled Illustration

STREET ADDRESS WHERE THIS USE IS TO BE LOCATED: 104 Larsen Ct

TAX MAP & PARCEL NUMBER: 107Z 142 ZONING: PD/R-1

OWNER OF SITE, IF NOT APPLICANT: [REDACTED]

ADDRESS: 104 Larsen Ct

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: CPR DATE: 3/23/26



CITY OF KINGSLAND
APPLICATION FOR HOME OCCUPATION PERMIT

TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

1. DATE COMPLETE APPLICATION FILED: 3/24/26
2. DATE APPLICANT NOTIFIED THAT COMPLETE APPLICATION HAD BEEN RECEIVED: 3/24/26
3. DATE PERMIT FEE PAID: 3/24/26 AMOUNT PAID: \$ 50.00
4. PLANNING COMMISSION REVIEW:

() APPROVAL RECOMMENDED () DENIAL RECOMMENDED

DATE THIS APPLICATION WAS REVIEWED BY THE PLANNING COMMISSION: 5/4/26

CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

5. CITY COUNCIL ACTION:

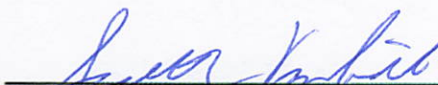
() APPROVED () DENIED

DATE THIS APPLICATION WAS REVIEWED BY CITY COUNCIL: 5/11/26

CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

6. DATE APPLICANT NOTIFIED OF FINAL ACTION: _____

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.


PLANNING DIRECTOR
CITY OF KINGSLAND

3/24/26
DATE

CITY MANAGER
CITY OF KINGSLAND

DATE



CITY OF KINGSLAND
AFFIDAVIT FOR A HOME OCCUPATION

APPLICANT: Chelsea Paige Roberts

ADDRESS: 104 Larsen Ct

CITY: Kingsland STATE: Georgia ZIP: 31548

PHONE: () [REDACTED] FAX: () [REDACTED] E-MAIL: [REDACTED]

PROPOSED BUSINESS: Freelance Illustrations LOCATION: Kingsland Georgia

TAX PARCEL: 107Z 142 ZONING: PD/R-1

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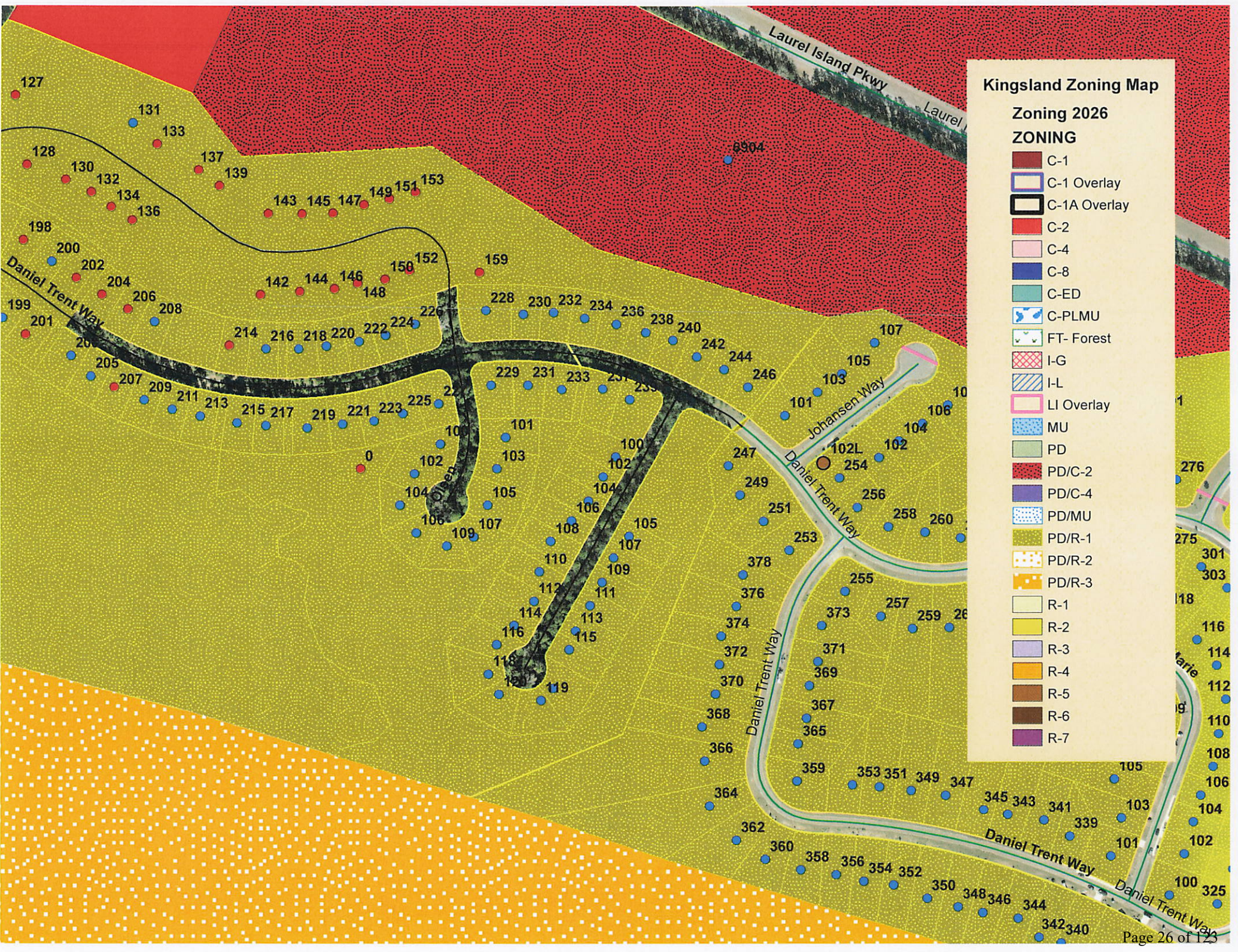
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- Home occupations shall not include the repair and/or maintenance of motor vehicles or boats, nor shall it allow manufacturing or any other use which will create noise, noxious odors, or any other hazard that may endanger the health, safety, or welfare 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:** 1,846 Business area sq. ft. 400 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.


 SIGNATURE OF APPLICANT

3/21/2026
 DATE

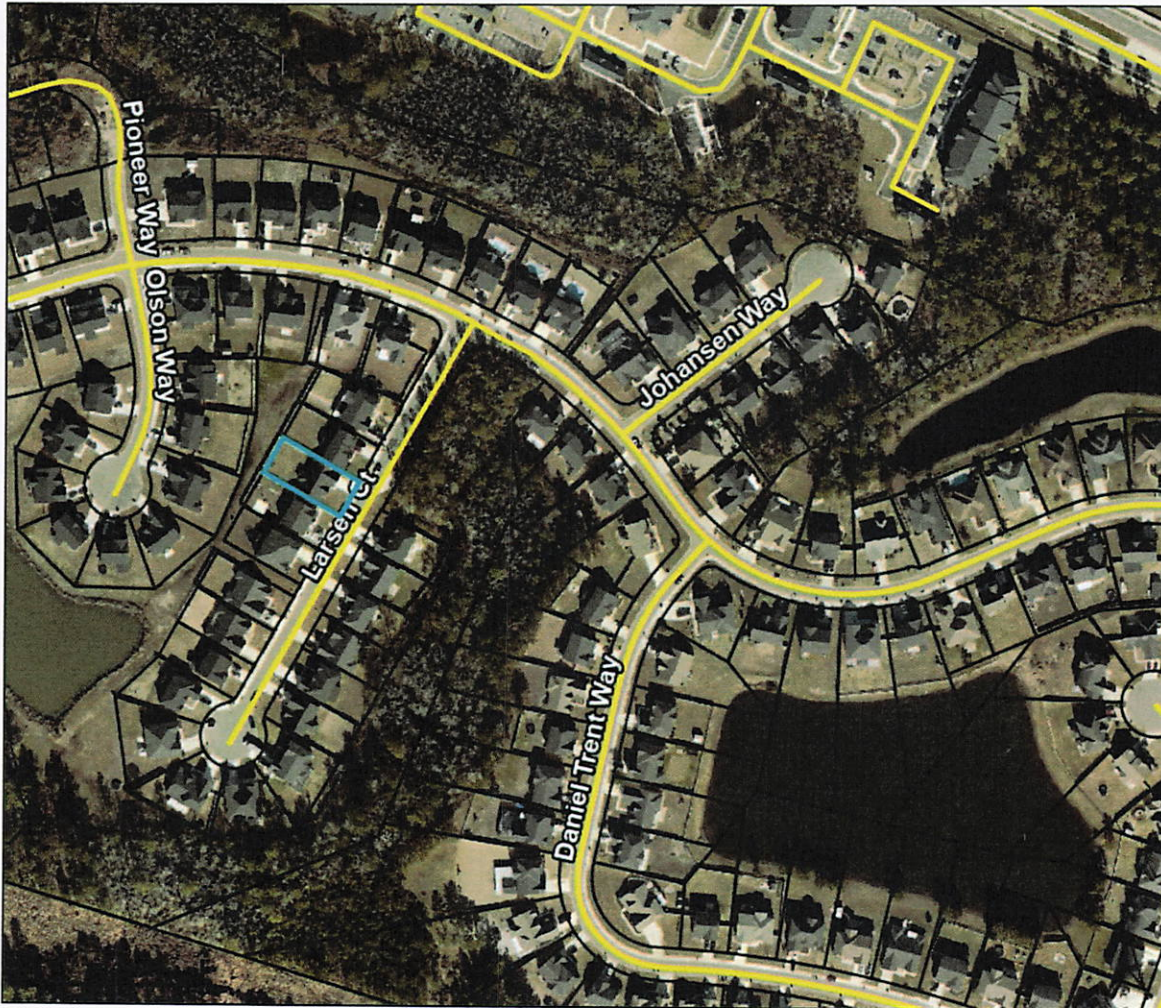


Kingsland Zoning Map

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	107Z 142	Owner	ROBERTS ZACHARI ADRIAN & CHELSEA	Last 2 Sales			
Class Code	Residential		PAIGE	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		104 LARSEN COURT				
	KINGSLAND		KINGSLAND, GA 31548	9/15/2020	\$247600	FM	Q
Acres	0.18	Physical Address	104 LARSEN CT	6/4/2020	\$450000	NM	U
		Assessed Value	Value \$370287				

(Note: Not to be used on legal documents)

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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: May 4, 2026

City Council Meeting Date: May 11, 2026

Agenda Item: Home Occupation- 308 N. Orange Edwards Blvd. - Parcel # K1504 001B

Summary:

Bernardine Johnson has applied for a home occupation permit for an Italian Ice business known as "JU C Water Ice & More, LLC". The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: R-4

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball
Planning & Zoning Director



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

APPLICANT: BERNARDINE JOHNSON
 ADDRESS: 308 N. ORANGE EDWARDS BLVD
 CITY: Kingsland STATE: GA ZIP: 31570
 PHONE: [REDACTED] FAX: () E-MAIL: [REDACTED]

PROPOSED BUSINESS: Italian Ice products LOCATION: Home Address
 TAX PARCEL: K15-04-001B ZONING: R-4

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. 1848 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.

SIGNATURE OF APPLICANT

DATE



CITY OF KINGSLAND
APPLICATION FOR HOME OCCUPATION PERMIT

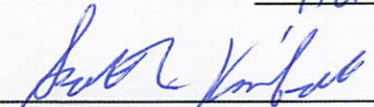
TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

1. DATE COMPLETE APPLICATION FILED: 4/8/26
2. DATE APPLICANT NOTIFIED THAT COMPLETE APPLICATION HAD BEEN RECEIVED: 4/8/26
3. DATE PERMIT FEE PAID: 4/8/26 AMOUNT PAID: \$ 50.00
4. PLANNING COMMISSION REVIEW:
() APPROVAL RECOMMENDED () DENIAL RECOMMENDED
DATE THIS APPLICATION WAS REVIEWED BY THE PLANNING COMMISSION: 5/4/26
CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

5. CITY COUNCIL ACTION:
() APPROVED () DENIED
DATE THIS APPLICATION WAS REVIEWED BY CITY COUNCIL: 5/11/26
CONDITIONS OF APPROVAL/REASONS FOR DENIAL: _____

6. DATE APPLICANT NOTIFIED OF FINAL ACTION: 5/12/26

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.


PLANNING DIRECTOR
CITY OF KINGSLAND

4/8/26
DATE

CITY MANAGER
CITY OF KINGSLAND

DATE



may Asada
240194

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: Bernardine Johnson PHONE: [REDACTED]
ADDRESS: 308 N. Orange Edwards Blvd 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: Ju C Water Ice and More LLC
STREET ADDRESS WHERE THIS USE IS TO BE LOCATED: 308 N. Orange Edwards Blvd
TAX MAP & PARCEL NUMBER: K1504001B ZONING: R-4
OWNER OF SITE, IF NOT APPLICANT: _____
ADDRESS: N/A
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.

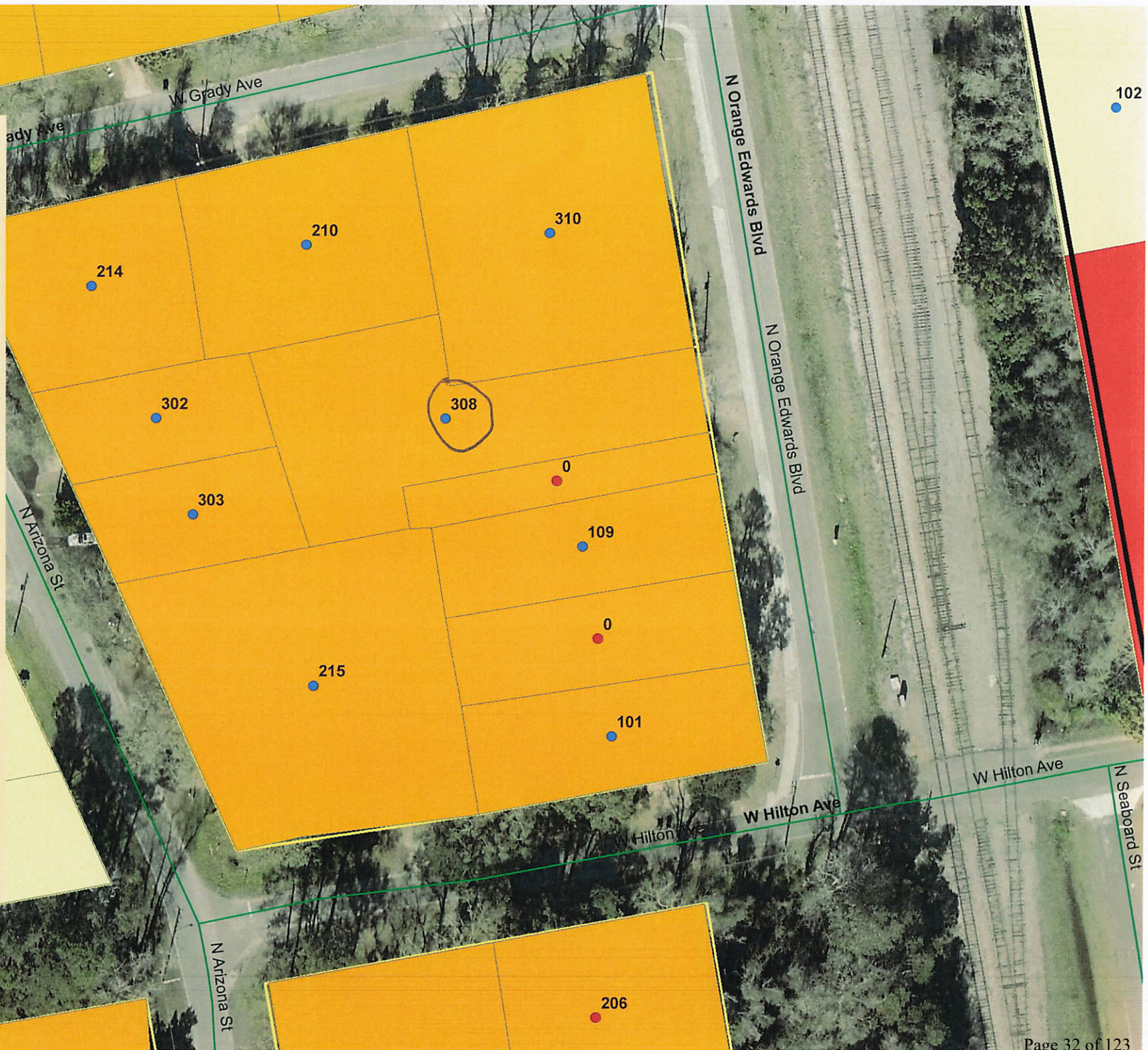
SIGNED: [Signature] DATE: 6 Apr. 2026

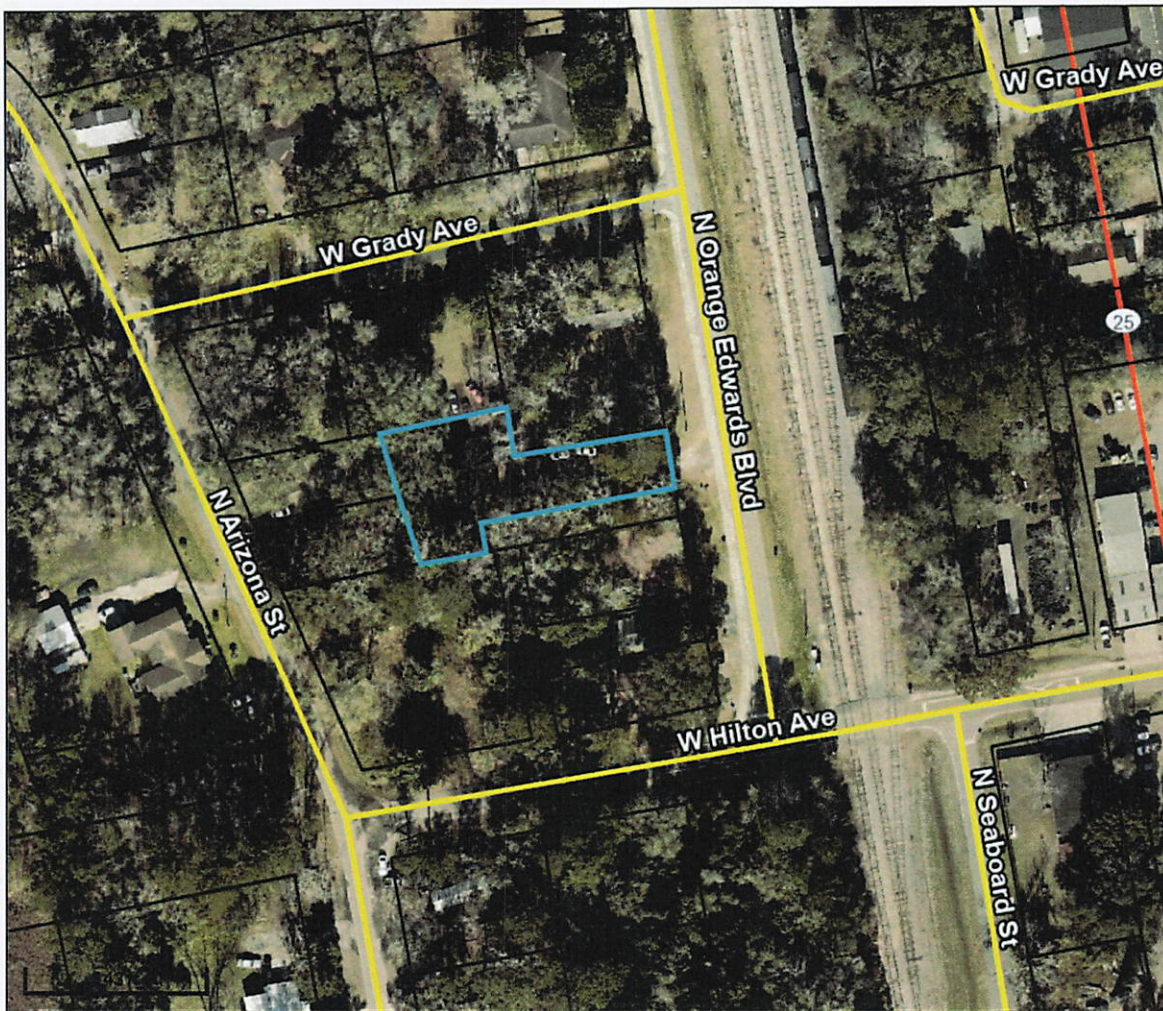
Kingsland Zoning Map

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	K15 04 001B	Owner	JOHNSON ERIC & BERNARDINE R	Last 2 Sales			
Class Code	Residential		308 ORANGE EDWARDS BLVD NORTH	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548				
	KINGSLAND	Physical Address	308 N ORANGE EDWARDS BLVD	3/1/1996	0	NM	U
Acres	0.35	Assessed Value	Value \$26250	n/a	0	n/a	n/a

(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
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Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: May 4, 2026

City Council Meeting Date: May 11, 2026

Agenda Item: Final Plat

Summary: Ron Sawyer, with LIH Holding, LLC has submitted a Final Plat for The Preserve at Camden Woods Phase 2D, formerly The Villas at Camden Woods, consisting of 16 single family lots on approx. 4.10 acres. The City Council approved the preliminary plat for all of the Villas at Camden Woods Phase 2 on July 8, 2024

Zoning: PD/MU (Planned Development Mixed Use)

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball

Planning & Zoning Director

APPLICATION FOR FINAL SUBDIVISION PLAT—KINGSLAND, GA

May 2026 240196



APPLICANT: Read **Part A** completely, then answer each item in **Part B**. Please print or type. Do not write in **Part C**. The Planning Department will help you, if necessary. Failure to supply complete information will result in plat disapproval. You must file this application and all required materials with the Planning Department at least 26 days before the Planning Commission meeting at which it will be considered.

Part A—General Information

You are encouraged to read articles XII through XIV of the Kingsland Zoning and Land Development Ordinance. These articles describe the standards each subdivision must meet and explain the procedures the City will follow to review your proposed plat. The sketch below shows these steps for a typical plat. See Section 122 for filing fees and Section 129 for exceptions.

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

- No work may begin on the proposed subdivision (with the exception of clearing underbrush for surveying or engineering purposes) until the preliminary plat has been approved and any required permits obtained.
- No lots shall be sold until the final plat has been approved.
- The final plat shall be approved only after all applicable requirements of the subdivision regulations and other regulations have been met.

Part B — Applicant Only

- Your Name:** AKM SURVEYING - JEFF FOSTER **Phone:** 912.674.7024
Address: 921 CHARLIE SMITH SR HWY ST MARYS GA 31558
- Owner, if not same:**
Name: LIH HOLDINGS, LLC - SAWYER
Address: 100 MARSH HARBOUR PARKWAY KINGSLAND GA 31548
- What is your interest if you are not the owner?**
AGENT FOR OWNER
- Name of proposed subdivision:** THE PRESERVE AT CAMDEN WOODS, PHASE 2D, FORMERLY KNOWN AS THE VILLA AT CAMDEN WOODS
- Location of subdivision: Neighborhood:** CAMDEN WOODS AREA - THE VILLAS
Street: COLLIN NICHOLAS WAY
Parcel Number: 107 035 **Lot Number:** _____
- Present zoning:** PD-MIXED USE
- Number of proposed lots:** 16 LOTS & 3 TRACTS
- Area of proposed subdivision:** 4.10 ACRES
- Please attach the following items to this application.** This application will NOT be considered complete and cannot be processed until you have done so.
 - Final Plat (Original and 9 copies)
 - Vicinity Map
 - Proof of ownership
- Signed:** [Signature] **Date:** 4/11/24

Part C - Planning Official Only

- Date application was filed: 4/10/26
 - Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? () Yes (☒) No
 - Checked by: Scott & James
 - Are Final Plat and application complete? (☒) Yes () No
 - Correct fee paid? (☒) Yes () No () Not applicable
 - Date final plat reviewed by Planning Commission: 5/4/26
() Approved () Disapproved
- Conditions of approval or reasons for disapproval: _____

RESERVED FOR RECORDING PURPOSES

SAWYER ASSOCIATES

PROPERTY OWNED BY:
 JIM WILSON, LLC
 100 MARKET STREET, SUITE 100
 KINGSLAND, GEORGIA 31548
 (912) 882-7723
 (A.E. 2343, PG. 202)

OWNER'S CERTIFICATE:

STATE OF GEORGIA, COUNTY OF CHICO

THE OWNER OF THE LAND SHOWN ON THIS PLAN AND WHSE NAME IS
 SUBSCRIBED HEREIN, IN PERSON OR THROUGH A duly authorized agent,
 CERTIFIES THAT SHE OWNED AND CAUSED THE SUBDIVISION OF THE LAND
 SHOWN HEREON BY AN AGENT, SURVEYOR, AND AGENT, AND AGENT, AND AGENT,
 ACCORDING TO THE USE OF THE PUBLIC ALL AGENTS AND AGENTS FOR THE
 PURPOSES THEY ARE EMPLOYED.

BY: JOHN SAPIER (AGENT) DATE: _____

CERTIFICATION OF APPROVAL BY THE COUNCIL:
 I HEREBY CERTIFY THAT THE COUNCIL, OR AGENT, HAS COMPLETED THE
 CONSTRUCTION AND INSTALLATION OF THE CURVES, DRAINAGE, UTILITIES AND
 OTHER IMPROVEMENTS IN ACCORDANCE WITH THE LAWS AND ORDINANCES
 OF THE CITY OF KINGSLAND, GEORGIA, OR HAS POSTED A PERFORMANCE BOND
 IN FULL PAYMENT.

BY: JOHN DATE: _____

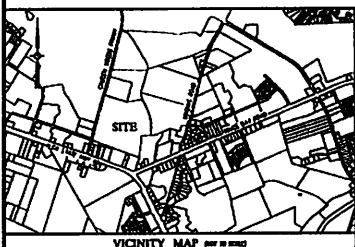
APPROVAL CERTIFICATE:
 THE FOLLOWING GOVERNMENTAL BODY HAS APPROVED THIS PLAN, MAP, OR
 PLAN FOR FILING OR HAS AFFIRMED THAT APPROVAL IS NOT REQUIRED.

BY: JOHN DATE: _____

FILED NAME: JOHN

CERTIFICATION OF FINAL APPROVAL BY THIS COMMISSION:
 I CERTIFY THAT ALL REQUIREMENTS FOR FINAL APPROVAL OF THIS PLAN HAVE BEEN
 FULFILLED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF KINGSLAND, GEORGIA,
 AND THE REQUIREMENTS OF THE GEORGIA PLANNING COMMISSION.

BY: CHAIRMAN OF PLANNING COMMISSION DATE: _____



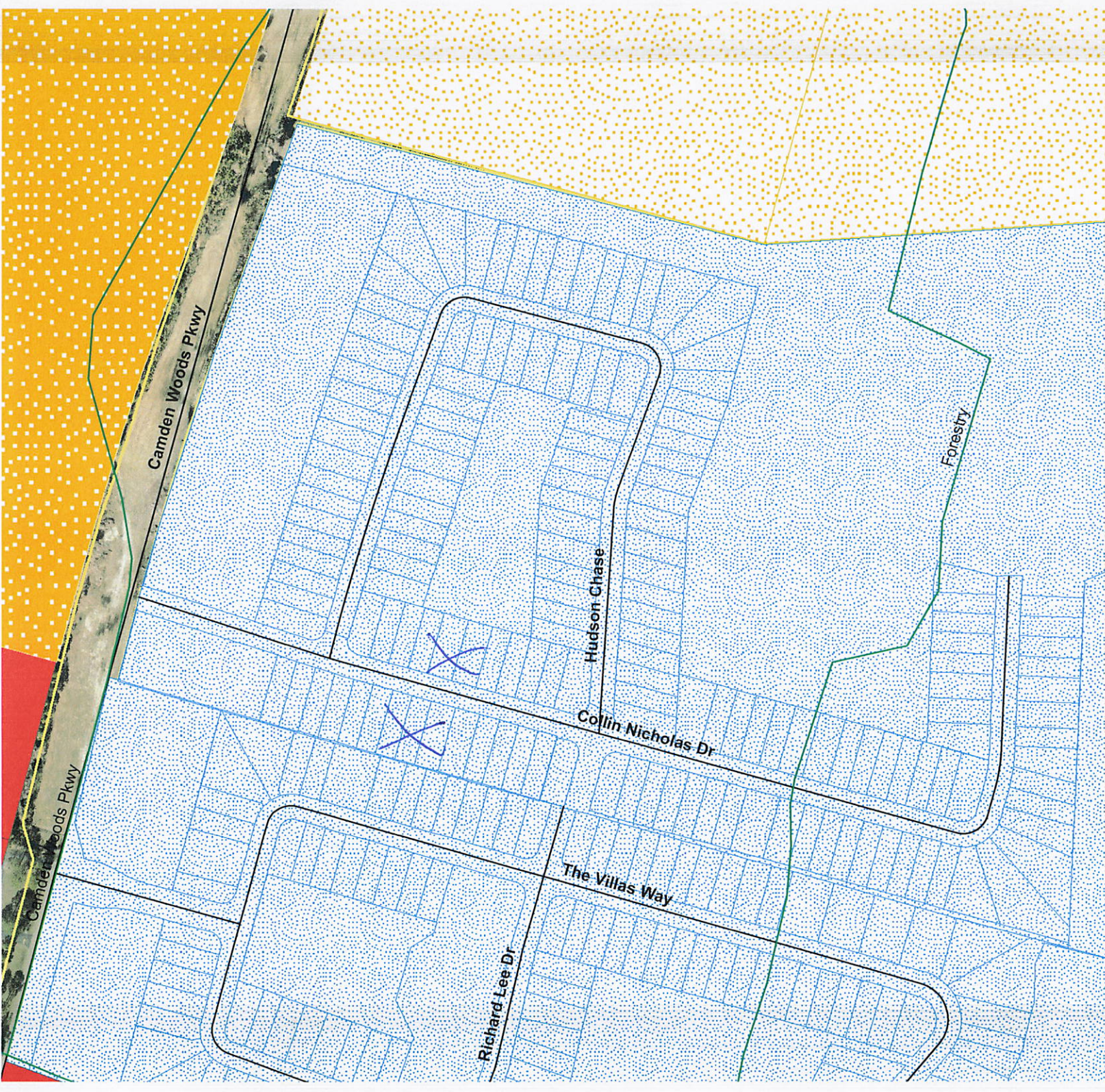
NOTES:

- 1) REVISIONS SHOWN HEREON REFER TO THE RECORD OF SURVEY 24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-12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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



RESOLUTION NO. 2026-___

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, RESCINDING ORDINANCE NO. 2026-03 RELATING TO DATA CENTER DEVELOPMENT; DIRECTING STAFF TO TEMPORARILY SUSPEND ACCEPTANCE OF DATA CENTER DEVELOPMENT APPLICATIONS FOR A PERIOD OF NINETY (90) DAYS; PROVIDING FOR A PERIOD OF PUBLIC REVIEW AND INPUT; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING RESOLUTIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Kingsland, Georgia (“City”), is a municipal corporation duly organized and existing under the laws of the State of Georgia and vested with authority to adopt ordinances and resolutions for the protection of the public health, safety, and welfare pursuant to Article IX, Section II, Paragraph I of the Constitution of the State of Georgia and Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the Mayor and Council of the City of Kingsland previously adopted Ordinance No. 2026-03 (the “Data Center Ordinance”) to establish operational standards applicable to data center development within the City; and

WHEREAS, the Mayor and Council find that Ordinance No. 2026-03 addresses matters of substantial public interest, including but not limited to land use compatibility, utility demand, environmental stewardship, infrastructure capacity, and community character; and

WHEREAS, the Mayor and Council further find that additional public engagement and stakeholder input regarding the provisions, impacts, and implementation of Ordinance No. 2026-03 will assist the City in ensuring that the ordinance reflects the informed interests of the public and the long-term policy objectives of the City; and

WHEREAS, the Mayor and Council desire to rescind Ordinance No. 2026-03 in order to allow for additional public review, comment, and consideration of potential amendments and future legislative action; and

WHEREAS, the Mayor and Council further find it necessary and appropriate to temporarily prohibit the acceptance and processing of applications directly related to data center development during the suspension period in order to preserve the status quo pending further public review and legislative consideration; and

WHEREAS, the Mayor and Council find that rescission of Ordinance No. 2026-03 and the temporary suspension of data center development applications for the purposes stated herein are in the best interests of the public health, safety, and welfare and constitute a lawful exercise of the City’s legislative and police powers under Georgia law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Kingsland, Georgia, and it is hereby resolved by authority of the same, as follows:

SECTION 1. RESCISSION OF ORDINANCE NO. 2026-03.

Ordinance No. 2026-03, known as the Kingsland Data Center Ordinance, is hereby rescinded and repealed in its entirety effective immediately upon adoption of this Resolution.

Upon the effective date of this Resolution, Ordinance No. 2026-03 shall have no further force or effect and shall not be applied, enforced, or relied upon for permitting, administrative review, or development purposes unless and until subsequently readopted or replaced by future action of the Mayor and Council.

SECTION 2. NINETY (90) DAY TEMPORARY SUSPENSION OF DATA CENTER DEVELOPMENT APPLICATIONS.

During the ninety (90) day temporary application suspension period established by this Resolution, City staff are hereby directed not to accept, process, review, schedule, or otherwise administratively act upon any site plan, development application, permit application, special use request, variance request, infrastructure request, or other land use or development submittal that is directly and solely associated with, intended for, or related to the development or operation of a data center as contemplated under Ordinance No. 2026-03.

This ninety (90) day temporary application suspension period shall apply only to applications and submittals directly related to data center development and shall not apply to general rezoning requests, text amendments, or other legislative land use applications not expressly submitted for the purpose of data center development.

SECTION 3. PURPOSE OF RESCISSION AND TEMPORARY APPLICATION SUSPENSION.

The purpose of rescinding Ordinance No. 2026-03 and establishing the temporary application suspension period is to allow the City adequate time to:

1. Conduct additional public outreach and receive public comment regarding Ordinance No. 2026-03;
2. Solicit input from residents, property owners, utilities, environmental stakeholders, and other interested parties;
3. Evaluate whether revisions or amendments to Ordinance No. 2026-03 are necessary or appropriate; and
4. Consider any recommended amendments through the City's regular legislative and zoning procedures in accordance with applicable Georgia law.

SECTION 4. PUBLIC INPUT PROCESS.

During the ninety (90) day temporary application suspension period, City staff are directed to coordinate and facilitate an appropriate public input process, which may include public workshops, stakeholder meetings, advertised public hearings, and solicitation of written comments, for the purpose of gathering input and recommendations concerning Ordinance No. 2026-03.

City staff shall compile public comments and recommendations received during the suspension period and present the same to the Mayor and Council for review and consideration prior to consideration of any new or amended data center development regulations.

SECTION 5. NO VESTED RIGHTS CREATED.

Nothing in this Resolution shall be construed to create any vested right, development entitlement, permit approval, or expectation of approval under the rescinded Ordinance No. 2026-03 or during the temporary application suspension period.

SECTION 6. SEVERABILITY.

Should any section, subsection, sentence, clause, phrase, or provision of this Resolution be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Resolution, which shall remain in full force and effect.

SECTION 7. REPEAL OF CONFLICTING RESOLUTIONS.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

SO RESOLVED AND ADOPTED this ____ day of _____, 2026.

CITY OF KINGSLAND, GEORGIA

Dr. C. Grayson Day, Jr.
Mayor

ATTEST:

Jean O. Seigler-Horne
City Clerk

(Seal)



Bid Tabulation
Purchase and Installation of Playground Equipment
4/29/2026

Vendors	Total Cost	ETA
Safe Play Solutions	\$47,871.00	8 Weeks
	\$48,976.00	
Kor Kat Playgrounds	\$50,000.00	40 Weeks
Bliss Products	\$50,000.00	12 Weeks
Burke Play South	\$54,847.00	6-8 Weeks

Safe Play Solutions, LLC

328 N. Brooke Dr
Canton, GA 30115 US
(678) 350-8403
adam@safeplaysolutions.com
www.safeplaysolutions.com

Estimate

ADDRESS

City of Kingsland

ESTIMATE 131935
DATE 04/26/2026
EXPIRATION DATE 05/26/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Eagle System	5-12 system MSRP \$26,500	1	22,249.00	22,249.00
1 bay swing	1 bay swing system with cantilever arm MSRP \$2500	1	2,190.00	2,190.00
Adaptive Swing seat 2-12	ADA High capacity seat (no harness) Equal parts fun and inclusive, the Child Adaptive Swing Seat offers all the benefits of a typical swing seat with an added emphasis on safety and stability. From its extended headrest to its safety harness, the Child Adaptive Swing Seat offers kids of all ability levels the chance to whoosh through the air with the help of a friend to push. The Child Adaptive Seat comes complete with chains and connective hardware to ensure that it will be ready for fun on day one. Kids with disabilities, as well as mobility-challenge kids in general, often have a hard time finding play equipment that they can use to its fullest potential. We're proud to offer the Child Adaptive Swing Seat so that playgrounds and parks can become places that such children can express themselves through play.	1	899.00	899.00
12" tall x 4' long ParKurb Borders and stakes	12" tall 4' long borders	66	38.00	2,508.00
1/2 ramp	Let the Half Length Wheelchair Ramp for Border 8 or 12 inches high easily guide wheelchairs up onto the playground. A border cap lines the borders up to the sides of the ramp (two filler ends included), creating an even look. All stakes needed for installation are included! The Half Length Wheelchair Ramp comes standard in black.	2	600.00	1,200.00
Shipping	Shipping to location	1	2,930.00	2,930.00
Installation	Meet the truck, offload, inventory, parts check, assembly, footers, concrete work, finishing, with borders. Labor comes with 1 year workmanship warranty	1	17,000.00	17,000.00

SUBTOTAL	48,976.00
TAX	0.00
TOTAL	\$48,976.00

Accepted By

Accepted Date











Bid Tabulation
 Google Workspace Emails - 135 Accounts
 4/29/26

Vendors	Price per Email per month	Yearly Cost	Total Cost (3 Year Agreement)
GovConnection, Inc	\$ 3.69	\$ 5,980.50	\$ 17,941.50
CDWG	\$ 6.28	\$ 10,177.65	\$ 30,532.95
Promevo	\$ 9.50	\$ 15,390.00	\$ 46,170.00
Dell		No longer provides Google workspace.	
Currently 135 users.			

Staff recommends low quote, GovConnection.

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jeff Odle
Phone:
Fax:
Email: jeff.odle@connection.com

25879887.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 4/28/2026
Valid Through: 5/1/2026
Account #: S08781

Customer Contact: Kevin Foddrell
Email: kfoddrell@kingslandgeorgia.com

Phone: (912) 729-5613
Fax: (912) 729-5997

QUOTE PROVIDED TO:	SHIP TO:
AB#: 22833870 City of Kingsland Kevin Foddrell PO Box 250 Kingsland, GA 31548 US (912) 729-5613	AB#: 22388119 City of Kingsland Kevin Foddrell 105 W William Ave Kingsland, GA 31548 US (912) 729-5613

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: <https://www.govconnection.com/content/about/legal/terms-and-conditions-sale>, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				YEAR ONE OF 3			\$ -
2	135	42005279	GAPPS-STARTER-1USER-1MO	Govt. Google Workspace Starter: User Increase / Upgrade Add-On -1 Month	Google G Suite	\$ 44.30	\$ 5,980.50
3				YEAR 2 OF 3			\$ -
4	135	42005279	GAPPS-STARTER-1USER-1MO	Govt. Google Workspace Starter: User Increase / Upgrade Add-On -1 Month	Google G Suite	\$ 44.30	\$ 5,980.50
5				YEAR 3 OF 3			\$ -
6	135	42005279	GAPPS-STARTER-1USER-1MO	Govt. Google Workspace Starter: User Increase / Upgrade Add-On -1 Month	Google G Suite	\$ 44.30	\$ 5,980.50
Subtotal							\$ 17,941.50
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							Exempt!
Total							\$ 17,941.50

QUOTE TERMS AND CONDITIONS

Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as Connection), that expressly governs this transaction, all orders are governed by Connection's Terms and Conditions of Sale available at: <https://www.govconnection.com/content/about/legal/terms-and-conditions-sale> (the Agreement), which are incorporated by reference as if fully set forth in this Quote.

Some products and services sold by Connection come with end user license agreements (EULAs) from the original manufacturer or service provider (OEM), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: <https://www.govconnection.com/content/about/legal/oem-cloud-software-mandatory-end-customer-notice>. Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.

Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.

By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.

Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection's reasonable control. Orders are not binding until shipment or delivery.

CITY OF KINGSLAND, GEORGIA
BOONE STREET PEDESTRIAN AND BICYCLE IMPROVEMENT PROJECT
TAP GRANT

ADDENDUM #3

ADDENDUM # 3 _____

DATE: April 30, 2026 _____

ADDENDUM TO CONTRACT NO. 28200.0000 _____

DATE: May 1, 2020 _____

PROJECT: BOONE STREET PEDESTRIAN AND BICYCLE IMPROVEMENT PROJECT
TAP GRANT, GDOT PI#0015396

The **CITY OF KINGSLAND** (Client) and **THOMAS & HUTTON ENGINEERING CO.** (Consultant) on the 30th day of April 2026, amend their contract dated May 1st, 2020, for work, materials, or services described below.

SCOPE OF WORK:

The project corridor encompasses Boone Street from Teresa Court to Haddock Road, May Creek Drive from Boone Street to Keith Dixon Way and Keith Dixon Way from May Creek Drive to Coastal Pines Technical College. The goal of the project is to improve mobility and safety for non-motorized transportation users by way of multi-use paths, standard sidewalks, pedestrian refuge islands at crossing of I-95 NB Ramp intersection and the Crown Point Intersection with Boone Street. The project will also establish a connection to sidewalks and multiuse paths that exist along Gross Road with an ultimate connection to the East Coast Greenway transportation system. The project is being funded with the Transportation Alternative Program (TAP) grant funds and the GDOT PI number is 0015396. The project shall follow applicable Georgia Department of Transportation guidelines for this type of project as well as the Plan Development Process associated with the TAP program. All work will be coordinated through the GDOT TAP grant administrator.

1. SCOPE OF SERVICES

A. Construction Service Phases

Consultant will provide the following services for the Construction Phase:

1. Bid Assistance Phase

Consultant shall assist the client during the Bid Phase. The services shall be provided on a Time & Expense basis. Typical services provided during this phase include preparation of contract documents, assembling bid packages, attending and/or conducting a pre-bid meeting, responding to contractor questions, preparing addenda (up to two), prepare a bid abstract, and preparation of the Consultant's recommendation letter for award of bid. PDF copies of the bid package will be provided. One full-size and one half-size set of documents will be provided to the City. It is assumed the project will have one bid package and will bid only once. If

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the project needs to be rebid for any reason, the rebid would be additional services and an additional addendum would be needed.

2. Construction Administration/Observation Phase

This phase of work includes both construction management and observation services for the project. The Project Manager will be responsible for direct oversight and management of the project. The Field Representative will be responsible for the day-to-day operation and administration of the project. The City Manager or his designee will provide supervision on the project and will make final decisions when necessary. The Project Manager will report directly to the City Manager or his designee. The Field Representative will carry out/coordinate the observation of construction along with sampling and testing services as provided by contractor on the project.

a. Construction Management Services

The Consultant shall provide engineering and administration staff to manage the project to include, but not limited to, the tasks listed below.

- i. Preconstruction conference
 - Schedule and attend pre-construction conference.
 - Provide meeting minutes to attendees.
- ii. Contractor submittal review
 - Submittal reviews
 - Submittal coordination and tracking
- iii. Project meetings
 - Attend progress meetings as needed. For budgeting purposes assumed one meeting per month for 15 months plus 5 additional meetings for the life of the project.
 - Retain project related correspondence, meeting minutes, etc.
- iv. Contractor review of pay requests and recommendation
 - Maintain documentation of Contractor pay requests and supporting documents.
 - Pay request verification and recommendations.
- v. Project schedule & inspection report reviews
 - Review contractor's project schedule, progress reports, and updates.
- vi. Change order request review
 - Provide independent analysis and estimate for change orders.

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- Coordinate and review Contractor Change Order request (assumes 2 requests for budgeting purposes).
- vii. Project Updates
 - Provide project updates to the Client on a monthly or as needed basis.
 - Provide project photos & documentation (if required).
- viii. Utility & Right-of-way coordination
 - Utility relocation coordination & monitoring
 - Clearing and demolition activities
- ix. RFI coordination & responses
 - Coordinate and respond to requests for information
 - Track RFI responses and maintain project records
 - Work with parties to avoid, minimize or resolve construction delays, disputes and claims
 - Utilize engineering judgment to resolve minor disputes and provide reports to Client documenting any decisions affecting quantities and payment
 - Monitor unresolved issues and follow-up with parties as needed to ensure prompt resolution of RFIs
- x. Project Closeout
 - Final walk thru to generate punch list
 - Monitor completion of punch list work
 - Final materials certification preparation and submittal
 - Obtain final Contractor quantity concurrence
 - Prepare and submit final estimate package
 - Review Contractor redline markups

b. **Construction Observation Services**

Consultant shall provide a Field Representative an average of **20 hours per week** for observation services only (inclusive of travel time) to perform the majority of the on-site construction observation duties. In addition, the Field Representative will have additional time dedicated for pre-post construction activities, both management and observation, and dedicated to construction management for assisting with meetings, pay request, inspection reports, and utility coordination. Consultant shall be responsible for verifying and documenting that the quantities of testing (QC and QA) are being met and maintain master project QC and QA records. Consultant shall interact and coordinate with the Contractor's QC personnel on an as needed basis. The Project Inspector will be responsible for observation and review of testing procedures for roadway and culvert construction in the areas of concrete, foundations, soils and earthwork, asphalt roadway, erosion control, traffic control, and

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others. The Client acknowledges this is not a resident field observation project scope and therefore also recognizes the field representative will not be present during completion of all work tasks for the project. The following tasks have been developed to address the project goals and objectives:

- i. Observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and notify the Contractor to correct such observed discrepancies.
- ii. Facilitate weekly construction meetings, prepare minutes from meeting, and provide copies to distribution list.
- iii. Be familiar with the Contractor's proposed schedule of operations for the project and review schedule updates provided with monthly pay requests.
- iv. Coordinate with the contractor and testing lab to perform the services required to complete testing for the project.
- v. Notify the Project Manager immediately of any unanticipated project conditions.
- vi. Perform field operations in accordance with the GDOT regulations and accepted safety practices.
- vii. Provide services in reasonable conformity with GDOT guidelines for construction services.
- viii. Review sample materials, concrete, and asphalt, to be incorporated in the work, and reject Contractor's work and materials not meeting GDOT Specifications
- ix. Make certain that test report records or certificates of compliance have been received, prior to the incorporation of materials in the work, for materials tested off the project site.
- x. Keep daily diaries, logs, and records information for the project consistent with typical industry practices as are needed for a record of the Contractor's progress including observation diaries.
- xi. Measure and compute quantities of all materials incorporated in the work and items of work completed and maintain an item record account. This information will be utilized to evaluate progress payments on the contract.

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- xii. Prepare and submit, such periodic, intermediate, and final reports and records as may be required to document construction progress for the project, which may include:
- Weekly progress reports.
 - Weekly statement of working days.
 - Notice of change in construction status.
 - Report of field observation of material.
 - Test reports.
 - Contractor pay estimates.
 - Final certification of materials.
 - Explanation of quantity variation.
 - Statement of contract time.
 - Intermediate and final estimates.
 - Contractor evaluation form.
- xiii. Review Contractor submittals of records and reports as applicable to the project.
- xiv. Provide a PDF copy of all diaries, logs, notebooks, accounts, records, reports, and other documents prepared as a part of the project inspection.
- xv. Review one copy of the "as-built" or "record" plans completed by the Contractor to the City as defined in the in the project specifications. Consultant's services do not include any record survey or field verification of project improvements. All record survey, field verification, and record drawings to be provided by the Contractor.
- xvi. Testing and Sampling will be completed on the project based on GDOT guidelines and specifications. Testing will be completed by the Contractor by a geotechnical consultant who has a GDOT certified laboratory. Testing and Sampling will be coordinated with the Contractor through the Project Inspector. Testing and Sampling will be for earthwork, concrete, graded aggregate base course, and asphalt paving. Asphalt pavement monitoring and testing will be in the field as well as at the plant.
- xvii. NPDES inspections will be completed by the Contractor on a bi-weekly basis and after significant rainfall events. Documentation will be provided to the project field representative each week.

c. **Engineering Support**

The Consultant may be requested to provide additional office engineering support in various areas including, but not limited to, answering RFIs, plan revisions, shop drawing review, meetings, etc.

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d. **Jobsite Safety**

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants.

e. **Betterment**

If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

B. **Exclusions**

Items **not** included in the scope of services are as follows:

- Accessibility construction compliance verification
- Archaeological/Cultural resources survey and report
- Flood studies or FEMA studies
- Geotechnical investigation or report
- GDOT permitting
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than those related to the scope of work covered by this contract
- Act as an expert witness for legal activities
- Water, sewer, Telephones, cable television, gas, and power distribution systems
- Geotechnical testing services for construction

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- Permanent Monumentation for project Right-of-way

These items can be coordinated or provided, if requested by the Client in writing.

2. FEE SUMMARY

Total Compensation for Services as follows:

Phase	Fee Structure	Expense Budget
Bid Assistance:	Time & Expense – Budget	\$ 16,300.00
Construction Management/Engineering:	Time & Expense – Budget	\$ 223,800.00
Construction Observation:	Time & Expense – Budget	\$ 298,800.00
Reimbursables:	Time & Expense – Budget	\$ 41,100.00
	TOTAL Amendment #3	\$ 580,000.00

These phases are “Time & Expense” based on the rates shown in Exhibit A. These are budget numbers only and the work will be billed based on need.

3. PERIOD OF SERVICES

Upon receipt of an executed Addendum from Client, each phase/task will commence as described in said Addendum and follow the Current TAP office design schedule. days and complete work described in this proposal within an agreed upon schedule.

Construction Phase services will commence after receipt of notice to proceed from the Owner, Consultant will commence work with the award of the construction contract and terminate upon written recommendations for final acceptance of project. Construction Phase service fees are based on a 15-month construction observation period and the Consultant’s field representative, project manager, designer, and other personnel performing site observations and construction administration services as described herein. Should construction extend beyond that time or if additional on-site visit or construction engineering services are requested by Client, Engineer shall furnish additional services on a time and expense basis, following written authorization from Client.

The work will be billed monthly based on the work completed during that last month.

APPROVED:

THOMAS & HUTTON ENGINEERING CO.

By: _____

Title: Lisa B. Muzekari, PE
Vice President – Infrastructure

Date: 04/30/2026

APPROVED:

CITY OF KINGSLAND

By: _____

Title: Lee Spells
City Manager

Date: _____

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2500 Tremont Road • Savannah, Georgia 31405

912.234.0696 • www.whitakerlab.net

May 4, 2026

Lee H. Spell
City Manager
City of Kingsland
Post Office Box 250
Kingsland, Georgia 31548
(912) 729-5613
lsPELL@kingslandgeorgia.com

Subject: NPDES Inspection Services Estimated Cost Proposal
Fire Station #3
Kingsland, Georgia

Whitaker Laboratory, Inc. (Whitaker) thanks you for the opportunity to submit this proposal to perform construction materials testing and inspection services for the above referenced project. The estimate is based on an assumed average number of trips, hours and inspections. After your review, if it is felt additional or fewer trips or testing is needed, please contact us and we can discuss adjusting the estimated budget.

NPDES:

In accordance with your recent request, below is our firm's estimate to perform NPDES stormwater monitoring services for the above-referenced project.

1. Perform weekly and periodic rain inspections by Georgia EPD qualified personnel to check on erosion control measures and/or Best Management Practices (BMP's).
2. Collect qualifying rain event samples.
3. Perform analytical testing of water samples collected during qualify rain events.
4. Performing all applicable reporting and record keeping for the inspections we conduct.

Prior to the start of any (NPDES) monitoring project, an initial inspection of all Best Management Practices (BMP's) must be performed before soil disturbance or clearing and grading begins. At such time, an initial turbidity sample must be collected from any and all "outfall" or "discharge" point(s). If there is no sign of a discharge at the sampling point(s) at the time of the initial inspection, then, upon the first rain even, Whitaker Laboratory, Inc. must be notified by the on-site contractor or superintendent in order that an initial turbidity sample, or samples, may be collected in order to set a baseline for the construction project.

Our unit costs to perform the services outlined above are as follows:

- *Perform sampling, weekly & periodic inspections by GA EPD qualified personnel (trip) ±\$475.00
- NTU analyses on qualifying water samples (each)..... \$20.00

(Please note that daily monitoring activities required in the permit will need to be performed by the contractors "qualified" (blue card) representative. Also, we will need to be notified when the jobsite experiences over ½" of rain so that the necessary follow-up inspections can be performed. **We can also perform the required monthly inspections at an additional fee, if desired.**) Also, any electronic reporting required per the 2018 NPDES General Permit via the GEOS system will need to be submitted by the RO (Responsible Official).

Additional services, trips and hours outside the above scope will result in additional charges in excess of the estimated budget. Please note that onsite / virtual meetings and budget analysis will be billed at \$150.00 / hour. Also, all estimated times listed above are our standard rates. Any technician time outside our standard working hours (e.g. early morning and weekend work) will be billed at our overtime rates.

Testing and/or inspections will not be performed unless they are specifically requested by an authorized contractor, subcontractor or owner representative. We will be relying on on-site personnel to notify us when testing is required. Overall, the actual extent in which testing is requested will determine the overall testing bill. Therefore, the individuals responsible for scheduling our services should be familiar with our proposal in an effort to limit eliminate / minimize overages.

Please sign below to accept the pricing terms and conditions of this proposal. Once signed please email back in order for work to proceed.

Responsible Party Financially Obligated

Responsible Party Name & Address

Responsible Party email Address & Phone #

Responsible Party Signature

Date *Invoice Terms: Existing accounts in good standing – (Net 30 days from Invoice Date)*
New accounts or past due accounts - (Due in full prior to Whitaker's release of report)

**In the event of non-payment in accordance with the above terms, client agrees to pay for any and all collection and/or attorney fees necessary to receive full payment for the work / report / investigation performed.*

***Please understand that / emails, phone conferences, team meetings, zoom calls and/or correspondence over and above the initial discovery and due diligence discussion periods may be subject to additional fees and/or charges which will be invoiced at a rate of \$150.00 / hour.*

**** In the event this proposal is not signed, but, is instead incorporated into a separate services agreement authorizing the acceptance of services, the terms and conditions of our proposal will apply as if our proposal is actually signed.*

Note: All Time Is Portal to Portal (man hours required to travel to and from the site to Whitaker's Savannah, GA office will be billed).

We thank you for this opportunity and we look forward to working with you on this project. If you have any questions concerning this cost proposal, please telephone us at (912) 234-0696 or via email.

Respectfully submitted,
WHITAKER LABORATORY, INC.

A handwritten signature in black ink that reads "J. M. Whitaker". The signature is written in a cursive, flowing style.

Joseph M. Whitaker, PE
President

A handwritten signature in black ink that reads "Clayton D. Kicklighter". The signature is written in a cursive, flowing style.

Clayton D. Kicklighter
Quality Assurance



2500 Tremont Road • Savannah, Georgia 31405

912.234.0696 • www.whitakerlab.net

May 4, 2026

Lee H. Spell
City Manager
City of Kingsland
Post Office Box 250
Kingsland, Georgia 31548
(912) 729-5613
lspell@kingslandgeorgia.com

Subject: Construction Materials Testing and Special Inspection Services Estimated Cost Proposal
Renovations of Fire Station #3
Kingsland, Georgia

Whitaker Laboratory, Inc. (Whitaker) thanks you for the opportunity to submit this proposal to perform construction materials testing and inspection services for the above referenced project. The estimate is based on an assumed average number of trips, hours and inspections. After your review, if it is felt additional or fewer trips or testing is needed, please contact us and we can discuss adjusting the estimated budget.

Required Inspections and Testing:

- 1705.1.1 Special Cases
- 1705.3 Concrete Construction
- 1705.4 Masonry
- 1705.5 Wood
- 1705.6 Soils
- 1705.11.1 Structural Wood for Wind Resistance
- 1705.11.3 Wind resisting Components

Please note, it is the **contractor's responsibility** to schedule any and all inspections listed on the schedule of special inspections. All inspections listed on the schedule of special inspections will need to be performed before a Final Letter of Special Inspections is submitted and a Certificate of Occupancy is provided by the Governing Body. If necessary, any inspections checked "Y" that are not applicable to the project will need to be addressed prior to construction to avoid confusion. This is typically handled with a revised schedule of special inspections.

1705.1.1 Special Cases:

Post Installed Anchor Inspection: (Estimated ± 1 trip)

• Inspector time, (± 4) hours @ \$95.00 / hour.....	\$380.00
• Trip fee	\$180.00
• Equipment fee	\$45.00
• Engineer review and reporting, minimum \$150.00 fee.....	\$150.00
• <i>Estimated per trip total</i>	$\pm$ \$755.00
• Total estimated budget for task	$\pm$\$755.00

1705.3 Concrete Construction:

Concrete Pours for Foundations: (Estimated ±2 trips)

- Technician time, (±5) hours @ \$55.00 / hour\$275.00
- Cylinders, estimated (±4) per trip @ \$25.00 / each\$100.00
- Trip fee\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$125.00 fee / report\$125.00
- *Estimated per trip total*..... ±\$725.00
- **Total estimated budget for task**..... **±\$1,450.00**

Concrete Pours for SOG: (Estimated ±2 trips)

- Technician time, (±6) hours @ \$55.00 / hour\$330.00
- Cylinders, estimated (±8) per trip @ \$25.00 / each\$200.00
- Trip fee\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$125.00 fee / report\$250.00
- *Estimated per trip total*..... ±\$1,005.00
- **Total estimated budget for task**..... **±\$2,010.00**

Reinforcement Inspections: (Estimated ±4 trips)

- Inspector time, (±4) hours @ \$95.00 / hour\$380.00
- Trip fee\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$150.00 fee.....\$150.00
- *Estimated per trip total*..... ±\$755.00
- **Total estimated budget for task**..... **±\$3,020.00**

1705.4 Masonry Construction:

Grout Pours for Foundations: (Estimated ±5 trips)

- Technician time, (±4) hours @ \$55.00 / hour\$220.00
- Specimens, estimated (±3) per trip @ \$25.00 / each\$75.00
- Trip fee\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$125.00 fee / report\$125.00
- *Estimated per trip total*..... ±\$645.00
- **Total estimated budget for task**..... **±\$3,225.00**

Reinforcement Inspections: (Estimated ±5 reports)

- In an effort to reduce cost we are assuming that we can perform these inspections on the same trip as the grout pour.
- Engineer review and reporting, minimum \$150.00 fee.....\$150.00
- **Total estimated budget for task..... ±\$750.00**

1705.5 Wood (if required):

In-Plant Inspection: (Estimated ±1 trip)

- Inspector time, (±6) hours @ \$95.00 / hour.....\$570.00
- Trip fee (Local Area).....\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$150.00 fee.....\$150.00
- *Estimated per trip total*..... ±\$945.00
- **Total estimated budget for task..... ±\$945.00**

1705.6 Soils Testing and Inspection:

Foundation Inspections: (Estimated ±2 trips)

- Technician time, (±4) hours @ \$55.00 / hour\$220.00
- Trip fee\$180.00
- Equipment fee\$50.00
- Engineer review and reporting, minimum \$150.00 fee / report\$150.00
- *Estimated per trip total*..... ±\$600.00
- **Total estimated budget for task..... ±\$1,200.00**

Soil Density Testing for Building Pad: (Estimated ±2 trips)

- Technician time, (±4) hours @ \$55.00 / hour\$220.00
- Compaction Testing, (±3) tests @ \$25.00 / each\$75.00
- Trip fee\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$150.00 fee / report\$150.00
- *Estimated per trip total*..... ±\$670.00
- **Total estimated budget for task..... ±\$1,340.00**

1705.11.1 Structural Wood for Wind Resistance:

Visual Inspection: (Estimated ± 1 trip)

- Inspector time, (± 5) hours @ \$95.00 / hour\$475.00
- Trip fee\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$150.00 fee.....\$150.00
- *Estimated per trip total*..... $\pm$ \$850.00
- **Total estimated budget for task**..... **$\pm$ \$850.00**

1705.11.3 Wind Resistance Inspections:

Visual Inspections for Roof and Exterior Wall: (Estimated ± 2 trips)

- Inspector time, (± 5) hours @ \$95.00 / hour\$475.00
- Trip fee\$180.00
- Equipment fee\$45.00
- Engineer review and reporting, minimum \$150.00 fee.....\$150.00
- *Estimated per trip total*..... $\pm$ \$850.00
- **Total estimated budget for task**..... **$\pm$ \$1,700.00**

Final Letter of Special Inspections:

- **Total estimated budget for task**..... **$\pm$ \$250.00**

Laboratory Testing:

- Lab Technician time, (± 3) hours @ \$75.00 / hour\$225.00
- Soil Proctor, (1) @ \$150.00 / each\$150.00
- Soils Gradation, (1) @ \$100.00\$100.00
- Engineer review and reporting, minimum \$150.00 fee / report\$150.00
- **Total estimated budget for task**..... **$\pm$ \$625.00**

Based upon the above provided scope of services, technician hours, number of trips and number of tests, Whitaker Laboratory recommends budgeting **$\pm$ \$18,120.00** for Materials Testing Services. Additional services, trips and hours outside the above scope will result in additional charges in excess of the estimated budget. Please note that onsite / virtual meetings and budget analysis will be billed at \$150.00 / hour. Also, all estimated times listed above are our standard rates. Any technician time outside our standard working hours (e.g. early morning and weekend work) will be billed at our overtime rates.

Since a specific construction schedule with a specified total number of inspections and times has not been provided, Whitaker Laboratory has used an assumed construction schedule to help arrive at the above estimated budget. Without knowing the actual extent to which testing will be requested, (i.e. construction schedule and number of trips) an absolute testing total cannot be provided. The number of failing tests and the time-of-day testing is performed are also unknown factors which contribute to fluctuations in total price. As such, actual billing will be performed in accordance with our standard unit pricing (attached).

Additionally, please note the client / contactor / construction manager is responsible for familiarizing themselves with this proposal and specifically tracking the number of trips and times during the scheduling of testing and inspection services. If the owner / contractor / construction manager fails to monitor the scheduling of testing and inspection services and an overage occurs, the client is still responsible for timely payment of each monthly invoice.

Testing and/or inspections will not be performed unless they are specifically requested by an authorized contractor, subcontractor or owner representative. We will be relying on on-site personnel to notify us when testing is required. Overall, the actual extent in which testing is requested will determine the overall testing bill. Therefore, the individuals responsible for scheduling our services should be familiar with our proposal in an effort to limit eliminate / minimize overages. Please note, the client or contractor will be responsible for providing suitable storage / curing for all concrete test specimens in the field so as to satisfy the requirements of ASTM-C-31. If desired, upon notification, Whitaker can provide curing devices for an additional fee.

Please sign below to accept the pricing terms and conditions of this proposal. Once signed please email back in order for work to proceed.

Responsible Party Financially Obligated

Responsible Party Name & Address

Responsible Party email Address & Phone #

Responsible Party Signature

<i>Date</i>	<i>Invoice Terms:</i>	<i>Existing accounts in good standing – (Net 30 days from Invoice Date)</i>
		<i>New accounts or past due accounts - (Due in full prior to Whitaker's release of report)</i>

**In the event of non-payment in accordance with the above terms, client agrees to pay for any and all collection and/or attorney fees necessary to receive full payment for the work / report / investigation performed.*

***Please understand that / emails, phone conferences, team meetings, zoom calls and/or correspondence over and above the initial discovery and due diligence discussion periods may be subject to additional fees and/or charges which will be invoiced at a rate of \$150.00 / hour.*

**** In the event this proposal is not signed, but, is instead incorporated into a separate services agreement authorizing the acceptance of services, the terms and conditions of our proposal will apply as if our proposal is actually signed.*

Note: All Time Is Portal to Portal (man hours required to travel to and from the site to Whitaker's Savannah, GA office will be billed).

We thank you for this opportunity and we look forward to working with you on this project. If you have any questions concerning this cost proposal, please telephone us at (912) 234-0696 or via email.

Respectfully submitted,
WHITAKER LABORATORY, INC.

A handwritten signature in black ink that reads "J M. Whitaker". The letters are cursive and fluid.

Joseph M. Whitaker, PE
President

A handwritten signature in black ink that reads "Clayton D. Kicklighter". The signature is cursive and includes a long horizontal flourish at the end.

Clayton D. Kicklighter
Quality Assurance

GENERAL BASIC SERVICES B
 (Additional Fees Will Apply for Certain Items) *
 *See the important notes at the end of our rate sheet

A. SOIL TESTING

• Furnish technician to perform field tests	per hour (<i>straight time</i>)	\$55.00
	per hour (<i>overtime *</i>)	\$80.00
• Moisture Density Tests (Proctor)		
ASTM-D-698	each	\$100.00
ASTM-D-1557	each	\$150.00
• Soil Density Tests for Sand Cone or Nuclear Method (<i>Minimum 3 tests per trip, i.e. \$75.00 minimum charge</i>)	each	\$25.00
• Soil Gradation Test	each	\$100.00
• Atterberg Limits Test	each	\$100.00
• One-Point Compaction Trial	each	\$35.00
• Dynamic Cone Penetrometer Tests (DCP)	per trip	\$50.00
• Equipment Fee (minimum)	each	\$45.00

B. CONCRETE TESTING

• Cure and test concrete cylinders / grout / mortar made by Whitaker Laboratory personnel (<i>applies to spares also</i>)	each	\$25.00
• Cure and test concrete beams made Whitaker Laboratory personnel (<i>applies to spares also</i>)	each	\$60.00
• Cure and test concrete cylinders made by contractor's personnel	each	\$25.00
• Cure and test concrete beams made by contractor's personnel	each	\$50.00
• Compressive Strength of Block Prisms	each	\$50.00

WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2025)
Page 2 of 6

CONCRETE TESTING CONT...

• Furnish technician to sample concrete, perform field tests and mold cylinders or beams	per hour (<i>straight time</i>)	\$55.00
	per hour (<i>overtime *</i>)	\$80.00
• Perform Aggregate Gradations	each	\$150.00
• Mortar Aggregate Ratio Testing – Equipment Fee.....	each	\$ 75.00
• Floor Flatness Testing (Equipment Charge).....	per day	\$300.00
• Certified Floor Flatness Testing Technician.....	per hour	\$95.00
• Furnish Technician to monitor / set relative humidity / moisture kits	per hour (<i>straight time</i>)	\$55.00
	per hour (<i>overtime</i>)	\$80.00
• Equipment Fee (minimum).....	each	\$45.00

C. BASE AND PAVEMENT TESTING

• Furnish single field technician to monitor asphalt and base (<i>i.e. temperature readings / control strip</i>).....	per hour (<i>straight time</i>)	\$55.00
	per hour (<i>overtime</i>)	\$80.00
• Furnish certified laboratory technician prepare and/or Perform asphalt related tests	per hour	\$75.00
• Perform Proctor Tests on crusher run or stabilized aggregate type base material.....	each	\$175.00
• Perform Density Tests on base material by sand cone or nuclear method (<i>minimum 3 tests per trip</i>)	each	\$25.00
• Perform Density Tests on asphalt cores.....	each	\$50.00
• Extraction and Gradation Tests with Marshall Stability.....	per sample	\$175.00
• Extraction (<i>asphalt content</i>) only	each	\$125.00

WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2025)
Page 3 of 6

BASE AND PAVEMENT TESTING CONT...

- Furnish single technician and equipment
to core paving sections per hour (*straight time*) \$55.00
per hour (*overtime **) \$80.00
- Coring machine.....per day per job \$300.00
- Cores/Bit Wear (\$10.00/inch)..... each \$25.00 minimum
- Perform Aggregate Gradations each \$150.00

D. PILE MONITORING

- Furnish labor, calibrated jack and miscellaneous
small tools to perform load testper test \$2500 to \$4000
- Furnish technician to perform
pile monitoring servicesper hour (*straight time*) \$75.00
per hour (*overtime **) \$100.00

E. MISCELLANEOUS / CLERICAL

- Furnish technician to check torque of bolted connections
and / or perform a visual inspection of welded connections
ICC Structural Steel / Welding Technician..... per hour \$95.00
AISC Technician per hour \$105.00
- Miscellaneous sample and travel time to
obtain samples, etc.per hour (*straight time*) \$55.00
per hour (*overtime **) \$80.00
- Trip Charges (*charges will be divided
among contractors when applicable*)per trip Per Location
Chatham and Bryan Countyper trip \$100.00
HAAFper trip \$120.00
FT. STEWARTper trip \$160.00
- Equipment fee (*minimum fee*)..... per trip \$45.00
- Accreditation surcharge (*this will apply to projects
where the specifications require the testing lab to meet
AASHTO, CCRL, COE or ASTM certifications*)per day \$25.00

WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2025)
Page 4 of 6

MISCELLANEOUS / CLERICAL CONT...

• **Compression (Cylinder) Report fee (<i>minimum fee</i>).....per report	\$125.00
• **All Other Report fees (<i>minimum fee</i>).....per report	\$150.00
• Bolt Inspection Equipment (<i>Torque Wrench</i>).....per trip	\$150.00
• Bolt Inspection Equipment (<i>Skidmore</i>)per trip	\$250.00
• Faxed reports (<i>only when applicable</i>)..... per event	\$10.00
• Nuclear gauge (when applicable)per day	\$50.00
• CCIP Payroll Report Fee per month	\$50.00
• Clients Requiring Reports be sent with Invoices.....per month (light volume)	\$50.00
• Clients Requiring Reports be sent with Invoices..... per month (heavy volume)	\$100.00

****Note: Report fees may vary depending on the time spent preparing and distributing report**

F. VIBRATION AND/OR CRACK GAUGE MONITORING

• Furnish vibration monitorper month	Varies
• Furnish trained technician to set-up, read, maintain / service equipment Including setup and recovery of equipmentper hour	\$125.00
• Engineer to prepare report, review data and/or visit site per hour	\$200.00
• Crack Gauge (minimum 3) each	\$75.00

WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2025)
Page 5 of 6

G. HOURLY FEES

• Professional Engineer	per hour	\$200.00
• Project Manager	per hour	\$150.00
• Quality Control Supervisor.....	per hour	\$75.00
• Senior Field Technician (<i>straight time</i>)	per hour	\$55.00
(overtime).....	per hour	\$80.00
• Special Inspector (<i>straight time</i>).....	per hour	\$95.00
(overtime).....	per hour	\$135.00

H. SUPPORT STAFF

• Secretary	per hour	\$25.00
• Senior Laboratory Technician	per hour	\$75.00
• Draftsman	per hour	\$75.00
• Copies of report(s)	per cost (secretarial time & 0.11/sheet for materials)	

I. SETTLEMENT PLATE MONITORING

• Survey Crew.....	per hour	\$150.00
• (1) Technician	per hour	\$ 75.00
• Settlement Plate Assembly.....	each	\$425.00
• Report Fee.....	each	\$125.00

J. NPDES MONITORING

• Perform sampling, weekly & periodic inspections by GA EPD qualified personnel.....	per hour	\$ 75.00
• Perform chemical (NTU) analyses on qualifying water samples.....	per sample	\$ 20.00
Report Fee.....	per report	\$100.00
• Compile and issue monthly report.....	per month	\$150.00

WHITAKER LABORATORY, INC.
Schedule of Testing Fees and Services (as of 1/1/2025)
Page 6 of 6

*** NOTES ON STRAIGHT TIME AND OVER TIME:**

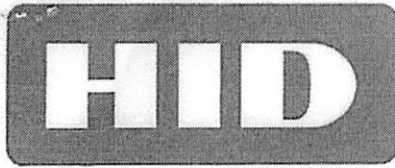
- Straight time (7:00 a.m. - 3.00 p.m., Monday through Friday)
- Overtime* (all other times)

* Only applies to weekends / holidays & concrete / asphalt services

NOTE 1: A minimum of (1) hour onsite time will be billed on all projects.

NOTE 2: All time is portal to portal (travel to and from the site) will be billed.





Owned By: Donald Sutton

Cell: (647) 746-7559

Phone:

Email: don.sutton@hidglobal.com

Quote Number: SQ-2026-QTO-270250

Revision No.: 1

Approval Date: 02/06/2026

Expiration Date: 05/07/2026

Quote Description:

Currency: USD

Customer Bill To: Kingsland Police Department

Customer Ship To: Kingsland Police Department

Contact Name: Andrea Kloetzke

Contact Name: Andrea Kloetzke

Address: PO Box 1658
111 South Seaboard
Kingsland
Georgia
31548
United States

Address: PO Box 1658
111 South Seaboard
Kingsland
Georgia
31548
United States

#	Item	Description	Qty	Sale Price Each	Extended Sale Price
1	850026	SOFTWARE, LIVE SCAN MANAGEMENT SYSTEM (LSMS) - IAM MSRP Price List	1	\$1,701.00	\$1,701.00
2	850391-006	SOFTWARE, LSMS CONFIGURATION, GEORGIA - GEI - IAM MSRP Price List	1	\$0.00	\$0.00
3	850181-006	SOFTWARE, SUBMISSION, GEORGIA - IAM MSRP Price List	1	\$567.00	\$567.00
4	950083	CMT ADVANTAGE MAINT,YR 1, STANDARD CMT SW, LSMS - 12 months - IAM MSRP Price List	1	\$360.61	\$360.61
5	950084	CMT ADVANTAGE MAINT,YR 1,STANDARD CMT SW, LSMS SUBMISSION SOFTWARE - 12 months - IAM MSRP Price List	1	\$120.20	\$120.20
6	BIO-IMP-OS-CONUS- FDAY	IMPLEMENTATION, ON- SITE IN CONTINENTAL US, FIRST DAY - IAM MSRP Price List	1	\$3,890.00	\$3,890.00

\$6,638.81


4/27/26

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street

Decatur, AL 35602

Phone: 800/633-3221

Fax: 256/353-4578

Kingsland, GA

1954 - 2026

Serving the South's
Traffic Needs
for Over 72 Years

DATE:

16-Apr-26

TERMS:

NET 30 DAYS

DELIVERY:

6 to 8 Weeks, ARO

SALESPERSON:

Franklin Olive

QUOTE #: Kingsland.041626

Page 1 Of 1

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
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GLANCE DATA PLAN RENEWAL

2	5 Year Glance CSW Renewal for School Zones Valid 9/1/26 - 8/31/31 Device IDs: 19875 and 19876	\$1,238.00	\$2,476.00
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Total: \$2,476.00

NOTES:

- 1) Temple, Inc. reserves the right to charge 4% on all credit card purchases
- 2) Cost includes shipping for this quantity.
- 3) Please send all orders to orders@temple-inc.com.

Quote Valid for 30 Days

Tyler Berry

Kingsland.041626. 5 Year Glance Renewal- School Zone

STATE OF GEORGIA
COUNTY OF CAMDEN
INTERGOVERNMENTAL SERVICES AGREEMENT FOR
GIS SERVICES

This Intergovernmental Services Agreement for GIS Services is entered into this ____ day of _____, 2026, by and between the **CAMDEN COUNTY BOARD OF COMMISSIONERS**, a political subdivision of the State of Georgia, hereinafter called "County" and the, **CITY OF KINGSLAND, GEORGIA**, a municipal corporation of the State of Georgia, hereinafter, called "Kingsland".

WITNESSETH:

WHEREAS, Kingsland operates a Planning and Zoning Department with a GIS Technician who is tasked with field work, data editing and map mapping duties, and

WHEREAS, the County is currently operating its own GIS Department under the umbrella of Planning and Development, providing similar services and operating in a comparable manner, and

WHEREAS, the Kingsland desires to contract with Camden, to provide occasional assistance through its respective GIS Program, and

WHEREAS, Kingsland, as a government, is authorized by O.C.G.A. §36-34-2(5) to enter into intergovernmental services agreements; and

WHEREAS, the Camden County Board of Commissioners is authorized to make and execute contracts with municipalities in the same county where the City of Kingsland is located;

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the parties hereto agree:

- A. The County will provide to Kingsland, on an as-needed basis, GIS assistance to include, but not necessarily be limited to, the following, as directed by the County Administrator and/or City Manager or their designated personnel:
 - 1. Provide any required GIS training.
 - 2. Create and assign addresses.
 - 3. Assist in the updating and data collection of field data.
 - 4. Assist in the creation of maps for various reasons and purposes.
 - 5. Assist in the building and development of web-applications for public use.
 - 6. Mentor and manage GIS Technician(s).

7. Perform other related duties as assigned.
- B. The GIS Technician employed by the City of Kingsland shall remain an employee of the City and shall continue to be compensated through the City's payroll. Said Technician shall be assigned to perform duties at the Camden County GIS Department facility. Daily supervision and direction of work shall be provided by the County GIS Manager or his designee only during regular County business hours (Monday – Friday 8:00 a.m. – 5:00 p.m.). There shall not be any weekend or after-hours work. Formal performance evaluations shall be conducted in coordination between the County GIS Manager and the City's designated department head, and shall be subject to the applicable personnel policies of the respective governing authority.
- C. Each Party shall maintain, at its sole expense, liability insurance or self-insurance coverage, including workers' compensation insurance as required by applicable law, in amounts sufficient to cover the obligations assumed under this Agreement. Evidence of such coverage shall be made available to the other Party upon reasonable request. Nothing in this Agreement shall be construed as a waiver of any immunity or defense available under Georgia law.
- D. The City of Kingsland shall be responsible for maintaining, at its sole expense, all required ESRI and related software licensing and equipment necessary for the performance of GIS services contemplated under this Agreement. The City shall provide the County with authorized access to City-owned GIS data through such licensing, subject to applicable licensing restrictions and data security protocols.
- E. The City of Kingsland and Camden County shall, through their respective Information Technology Departments, cooperate to establish and maintain secure network connections necessary to access and exchange GIS data stored at their respective facilities, as may be required for the effective implementation of this Agreement.
- F. The City of Kingsland shall compensate Camden County for GIS deliverables on a per-project or per-service basis, in accordance with terms mutually agreed upon by the parties in writing prior to the commencement of such work, and subject to the hourly rates set forth in Exhibit B attached hereto and incorporated herein by reference.
- G. It is further understood that there will be times when the County will be unable to provide the said assistance services due to vacation and sick days, current or pressing projects, or an unforeseen circumstance. If such an event occurs, the County and Kingsland will make every effort to provide appropriate staffing assistance.

- H. It is further understood that in the event of any emergency, as declared by County or Kingsland, any GIS Technician employed by the City of Kingsland, shall report and follow all protocols as determined by the City of Kingsland and report to their appropriate City Supervisor, including, but not limited to the Kingsland Planning Director.
- I. Each party shall be responsible for its own acts and omissions and the acts and omissions of its officers, employees, and agents. To the fullest extent permitted by Georgia law, each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligent or willful misconduct of the indemnifying party, its officers, employees, or agents in the performance of this Agreement. Nothing in this Agreement shall be construed to require either party to indemnify the other party against liability for damages arising out of bodily injury or property damage caused by or resulting from the negligence of the other party.
- J. All GIS data, records, maps, and other work products developed, collected, or prepared under this Agreement shall remain the property of Kingsland and/or the County, as applicable, based on the originating source of the data. Shared data and deliverables produced jointly shall be considered jointly owned. Each party shall have full rights to use, reproduce, or distribute such data for governmental purposes, subject to any applicable confidentiality or data security requirements. Neither party shall transfer or sell GIS data to third parties without the written consent of the originating party.
- K. The County currently obtains aerial and other photography of property within the complete limits of the County, including of the various municipalities for GIS use. Kingsland shall reimburse the County for one-half of the cost of obtaining said aerial and other photography of property within the jurisdictional limits of the City. Said data shall remain the joint property of both County and Kingsland.
- L. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of any dispute arising under this Agreement, the parties agree to first attempt resolution through good faith negotiations between the City Manager of Kingsland and the County Administrator. If the dispute cannot be resolved by negotiation, the parties agree to submit the matter to non-binding mediation prior to initiating litigation. Venue for any litigation arising under this Agreement shall lie exclusively in the Superior Court of Camden County, Georgia.
- M. Nothing in this Agreement shall be construed as granting the County the exclusive right to provide GIS services to the City of Kingsland. The City reserves the right to

contract with other providers or perform GIS functions internally as it deems necessary.

- N. This agreement shall terminate on December 31, 2026 and is renewable annually thereafter unless first terminated by either party. This agreement may be terminated by either party upon the following terms and conditions:
1. Notice must be provided in writing, and
 2. Notice must include a termination date of no less than thirty- (30) days from the date of notification.
- O. Time is of the essence in the performance of the obligations imposed in this agreement. This instrument contains the entire agreement between the parties and no modifications, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and duly approved and executed by the parties hereto.

APPROVED by the Camden County Board of Commissioners on the ____ day of _____, 2026.

**CAMDEN COUNTY
BOARD OF COMMISSIONERS**

BY: _____
Chairman

ATTEST: _____
County Clerk

APPROVED by the Mayor and Council of the City of Kingsland on the ____ day of _____, 2026.

CITY OF KINGSLAND, GEORGIA

BY: _____
Dr. C. Grayson Day, Jr.
Mayor

ATTEST: _____
Jean O. Seigler-Horne
City Clerk

**Attachment A – GIS Services Transition Plan
Between Camden County, Georgia and the City of Kingsland, Georgia**

Phase 1: Transition Planning (Weeks 1–4)

- Execute finalized intergovernmental agreement
- Confirm employee employment status and supervision structure
- Inventory GIS datasets, hardware, licenses, and software
- Establish secure WAN/remote access for City staff
- Conduct joint workflow and reporting alignment sessions
- Develop data backup and migration contingency plan

Phase 2: Staff Integration and Data Migration (Weeks 5–8)

- Relocate City GIS employee to County GIS office
- Transfer hardware and software assets
- Perform staged migration of City GIS data to County systems
- Validate data integrity and system functionality
- Assign City GIS project workload

Phase 3: Operational Alignment (Weeks 9–12)

- Initiate full coordinated GIS service delivery
- Validate web mapping and public access platforms
- Implement monthly performance reporting
- Confirm supervision, prioritization, and communication protocols

Ongoing Maintenance & Oversight

- Continuous dataset maintenance and updates
- Quarterly performance reporting
- Biannual Oversight Committee meetings
- Annual cost allocation and budget review
- Periodic review of service levels and technology needs

Exhibit B

County Staff Hourly Rates (Effective _____)

<u>Name/Position</u>	<u>Salary/Benefits Hourly Rate</u>
Michael Mazih/GIS Manager	\$90,767/\$43.64
Trena Pinette/GIS Technician	\$44,366/\$21.33
Keaton West/GIS Technician	\$42,224/\$20.30

AMENDMENT #2 TO LICENSE AGREEMENT / FACILITY USE AGREEMENT

This Amendment to License Agreement / Facility Use Agreement (this “Amendment”) is entered into by and between City of Kingsland (the “Permit Holder”) and the Board of Regents of the University System of Georgia, by and on behalf of the College of Coastal Georgia. (the “Owner”).

This Amendment amends that certain USG Facility Use Agreement / License Agreement entered into on the 30th day of April, 2026 (the “Agreement”). Capitalized terms not defined in this Amendment shall have the meanings set forth in the Agreement.

1. Amendment

The Agreement is amended as follows:

Permit holder wished to add daily use of room 145 and office 140 and 141 and Owner has agreed to same.

2. Payment

In consideration of the additional room use, Permit Holder shall pay a fixed fee of \$ 2,000.00. All fees shall be invoiced and paid in accordance the Payment Terms of the Agreement.

3. No Other Changes

Except as expressly modified by this Amendment, all terms, conditions, representations, warranties, and required provisions of the Agreement remain unchanged and in full force and effect.

4. Order of Precedence

In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control only with respect to the specific subject matter addressed herein.

5. Entire Amendment

This Amendment constitutes the entire agreement of the Parties with respect to the subject matter addressed herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

PERMIT HOLDER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER:

Board of Regents of the University System
of Georgia

By and on behalf of the College of Coastal
Georgia

Signature: _____

Michelle B. Ham

Vice President for Business Affairs

Date: _____



Date: April 30, 2026 FR-2026-262-UPDATED
Invoice No.: **Upon Receipt**
Due Date:

LAND PURCHASE AND SALE AGREEMENT

Offer Date: 04/24/2026



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 US Highway 17

City Kingsland, County Camden, Georgia, Zip Code 31548

MLS Number: 10697692 Tax Parcel I.D. Number: K08 01 003H

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: \$15,000 **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 05/29/2026 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").

Yackel & Swick

Phone Number: ERA Kings Bay Realty

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.) ERA Kings Bay Realty

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. \$ 200.00 within 7 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 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 \$N/A 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 R-1 under the applicable zoning ordinances of Kingsland/Camden City/County

11. Brokerage Relationships in this Transaction.

a. Buyer's Broker is ERA Kings Bay Realty **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:
None aware of

12. Time Limit of Offer. The Offer set forth herein expires at 5 o'clock p.m. on the date 04/29/2026.

Buyer(s) Initials Seller(s) Initials

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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. **Acresage.** 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.**
- 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.** 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-BARRLED.**

- 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) " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " _____ "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☐ Legal Description Exhibit (F807 or other) " _____ "
- ☒ Seller's Property Disclosure Statement Exhibit (F302, F307) " C "
- ☐ Special Title Exceptions Pertaining to Property as Exhibit " _____ "
- ☐ Special Warranties and Representations of Seller as Exhibit " _____ "
- ☒ Survey of Property as Exhibit " B "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☒ Other No Financing Contingency (F401) Exhibit "A"
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

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

None

☐ 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

Evan Parden dotloop verified
04/27/26 2:20 PM EDT
V3VO-L2PF-9W2L-WDSH

1 Buyer's Signature

Evan Parden

Print or Type Name Date

Buyer's Address for Receiving Notice

~~XXXXXXXXXX~~

Buyer's Phone Number: ☒ Cell ☐ Home ☐ Work

~~XXXXXXXXXXXXXXXXXXXX~~

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

ERA Kings Bay Realty

Buyer Brokerage Firm

Lonnie Shaw dotloop verified
04/27/26 2:22 PM EDT
DS0F-PZIL-UDT8-WPLS

Broker/Affiliated Licensee Signature Date

Lonnie Shaw 391664

Print or Type Name GA Real Estate License #

~~XXXXXXXXXX~~

Licensee's Phone Number Fax Number

~~XXXXXXXXXXXXXXXXXXXX~~

Licensee's Email Address

CCAOR/GIAR

REALTOR® Membership

1612 Boone Street, Kingsland, Georgia 31548

Broker's Address

~~XXXXXXXXXXXXXXXXXXXX~~

Broker's Phone Number Fax Number

KBAY01 78370

MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

Chandra Yadav

1 Seller's Signature

04/27/26

Print or Type Name Date

Seller's Address for Receiving Notice

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

RE/MAX First Coast

Seller Brokerage Firm

Samuel Muldoon 04/27/26

Broker/Affiliated Licensee Signature Date

Samuel Patrick Muldoon 446789

Print or Type Name GA Real Estate License #

~~XXXXXXXXXX~~

Licensee's Phone Number Fax Number

~~XXXXXXXXXXXXXXXXXXXX~~

Licensee's Email Address

CCAOR

REALTOR® Membership

202 S Lee St., Kingsland, GA 31548

Broker's Address

~~XXXXXXXXXXXXXXXXXXXX~~

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 4/27/2026 and has been filled in by Samuel Muldoon.

NO FINANCING CONTINGENCY EXHIBIT " A "



2026 Printing

This Exhibit is part of the Agreement with an Offer Date of 04/24/2026 for the purchase and sale of that certain Property known as: 0 US Highway 17, Kingsland, Georgia 31548.

1. Method of Purchase

- A. ☒ **All Cash Purchase ("All Cash"):** Buyer has sufficient liquid assets to purchase the Property in this transaction for All Cash. The Buyer has no right to unilaterally extend the Closing Date for eight (8) days for reason of mortgage lender delay. Notwithstanding the above, Buyer shall have the right to extend the Closing Date for eight (8) days if the Closing Attorney is not ready except if the basis for the Closing Attorney not being ready is due to or related to the mortgage lender delay.

OR

- B. ☐ **Financed Purchase with No Financing Contingency:** Buyer intends to obtain mortgage financing to pay for all or a portion of the purchase price of the Property; provided, however, this Agreement shall not be subject to a financing contingency. Even though Buyer is obtaining a mortgage loan, the Buyer has no right to unilaterally extend the Closing Date for eight (8) days for reason of mortgage delay. Notwithstanding the above, Buyer shall have the right to extend the Closing Date for eight (8) days if the Closing Attorney is not ready except if the basis for the Closing Attorney not being ready is due to or related to the mortgage lender delay.

2. **Verification of Funds.** Within 7 days from the Binding Agreement Date, Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail the source of all Buyer's funds necessary to purchase the Property ("Required Information"). The Required Information shall consist of one or more of the following:

- A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds in US Dollars of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;
- B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds in US Dollars on deposit with the institution. Such account statement must be for the regular time period that such statements are issued immediately preceding the Binding Agreement Date.
- C. If Option 1(B) is selected above, a loan commitment letter from a mortgage lender.

3. **Authorization and Security.** Buyer does hereby authorize Seller and Seller's Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Seller's Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.

4. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the Notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon Notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

5. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement ☐ shall or ☒ shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:

- A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(24)) with respect to the Property.

- B. **Selection of Appraiser:** The appraiser shall be selected by [Select one. The sections not selected shall not be a part of this Agreement.]: ☐ Buyer, ☐ Seller, OR ☐ Other (N/A); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.

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 N/A 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: _____


04/24/26
6:06 PM EDT
dotloop verified

Seller's Initials: _____



FOR: CITY OF KINGSLAND

[illegible]

THE LAND THIS DISCISED CONTAINS 1.08 ACRES, MORE OR LESS.

[illegible]

FOOTNOTES

[illegible]

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COUNTRY OF ORIGIN: UNITED STATES OF AMERICA



**PRIVETT &
ASSOCIATES, INC.**
SURVEYORS & LAND PLANNERS

LICENSED SURVEY
FIRM NO. 166, GA.
1 SHADOWLAKE DRIVE
LAWSON, GA. 30046

ST. MARTIN'S GEORGIA J1508 JACKSONVILLE, FLORIDA, J2271
(912) 882-3738 (904) 743-7658
SHEET 1 OF 1 DWG. NO. B-2-2205-1-13

SUPERVISORS CERTIFICATE:

I HEREBY CERTIFY THAT THE ABOVE LAND WAS SURVIVED UNDER MY DIRECT SUPERVISION AND THAT THE CORNERS ARE LOCATED UPON SAME AS SHOWN AND THAT THERE ARE NO ENCROACHMENTS UPON

1-10-13

PAUL D. HART, A
GEORGIA INDEPENDENT JOURNALIST AND FREE
FLORIDA WILDLIFE ORNITHOLOGIST, 1946-2004

NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N81°45'00"W FOR THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 17.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF ANY TITLE WORK. THERE MAY BE ADDITIONAL RESTRICTIONS LYING OVER SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
- 3) SEE CURRENT ZONING REGULATIONS FOR BUILDING RESTRICTION REQUIREMENTS.

CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 77,000 FEET AND WAS BALANCED USING THE COMPASS RULE.
THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100 FEET.
EQUIPMENT USED FOR FIELD MEASUREMENTS:
LEICA: TAYLOR CTS-225H
ANALOG: TAYLOR CTS-225H

FIELD BOOK 324 PAGES 9 - 12

SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " C "



2026 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of 04/24/2026 for Property known as or located at: 0 US HWY 17 K08 01 003H, Kingsland Georgia 31548. This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT.

In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements on the Property;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers (hereinafter, collectively "Knowledge");
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions (including providing to Buyer any additional documentation in Seller's possession), unless the "yes" answer is self-evident;
- (4) if prior to Closing there are any material changes in the answers to any of the questions, Seller shall promptly revise the Statement and provide it to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied or recently occupied the Property, Seller's Knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that it is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual Knowledge and belief of all Sellers of the Property. In other words, if a Seller answers "no" to a question, it means Seller either affirmatively knows that the answer to the question is "no" or has no Knowledge whether such condition exists on the Property. As such, Seller's answers should not be taken as a warranty or guaranty of the actual condition of the Property, nor a substitute for Buyer doing its own due diligence.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) Is the Property vacant?	X	
If yes, how long has it been since the Property has been occupied? _____		
(b) Is the Property or any portion thereof leased?		X
EXPLANATION:		

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?		X
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.		X
EXPLANATION:		

3. THE PROPERTY:	YES	NO
(a) How many acres are in Property? <u>0.41</u>		
(b) What is the current zoning of Property? <u>R-1</u>		
(c) Will conveyance of Property exclude any mineral, oil, and timber rights?		X
(d) Are there any governmental allotments committed?		X
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?		X

EXPLANATION:

4. SOIL, TREES, SHRUBS AND BOUNDARIES:	YES	NO
(a) Is there any fill dirt on Property?		X
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		X
(c) Is there now or has there ever been any visible soil settlement or movement?		X
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?		X
(e) Are there any drainage or flooding problems on Property?		X
(f) Are there any diseased or dead trees?		X
(g) Are there any shared improvements which benefit or burden the Property, including, but not limited to a shared dock, septic system, well, driveway, alleyway, or private road?		X
(h) Are there presently any encroachments, unrecorded easements, unrecorded agreements regarding shared improvements, or boundary line disputes with a neighboring property owner?		X

EXPLANATION:

5. TOXIC SUBSTANCES:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Property ever been tested for radon or any other environmental contaminates?		X

EXPLANATION:

6. OTHER MATTERS:	YES	NO
(a) Have there been any inspections in the past year?		X
If yes, by whom and of what type? _____		
(b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?		X
(c) Have you received notices by governmental or quasi-governmental agency affecting Property?		X
(d) Are there any existing or threatened legal actions affecting Property?		X
(e) Is there any system or item on Property which is leased or which has a fee associated with its use?		X
(f) Are there any private or undedicated roadways for which owner may have financial responsibility?		X
(g) If Property is served by well water, is the well on Property?		X
(h) Has the Property been enrolled in a Conservation Use Program?		X
If yes, when was the Property enrolled? _____		
(i) Are there any other latent or hidden defects that have not otherwise been disclosed?		X

EXPLANATION:

7. AGRICULTURAL DISCLOSURE:

(a) Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?

YES

NO

X

(b) Is the Property receiving preferential tax treatment as an agricultural property?

X

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

8. UTILITIES:

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property.

[The utilities listed below that are not checked do not serve Property.]

☒ Electricity

☒ Public Sewer

☒ Natural Gas

☒ Public Water

☒ Telephone

☐ Private/Well Water

☒ Cable Television

☐ Shared Well Water

☒ Garbage Collection

☐ Other _____

☐ Additional pages are attached.

SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: Chandra Yadav
Kingsland Development Authority

Date: 04/27/2026

Seller: _____

Date: _____

☐ Additional Signature Page (F267) is attached.

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: Evan Parden
dotloop verified
04/27/26 2:20 PM EDT
TDSR-AWOG-LSIW-4J5E

Date: _____

Buyer: _____

Date: _____

☐ Additional Signature Page (F267) is attached.

LAND PURCHASE AND SALE AGREEMENT

Offer Date: 4/16/2026



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: Tax Parcel I.D. Number: K08 01 003I

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: \$ 2000 **OR** \$ per acre.
If price is per acre, Seller's estimate of acreage is .1 acres.

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

5. Closing Date and Possession.
Closing Date shall be 5/5/2026 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"). Yackel & Swick Law Office Phone Number: 9128827881

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.) Yackel & Swick Law Office

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. \$ 1,000 within 4 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 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

10. Property is currently zoned R-1 under the applicable zoning ordinances of Kingsland, Camden City/County

11. 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:
N/A

12. Time Limit of Offer. The Offer set forth herein expires at 5 o'clock p.m. on the date 4/20/2026.

Buyer(s) Initials EB Seller(s) Initials CY

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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F213, Land Purchase and Sale Agreement, Page 1 of 11, 02/01/26

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. **Acresage.** Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acresage 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 acresage 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 acresage 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 acresage 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.**
- 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.** 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-BARRLED.**

- 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) " _____ "
- ☒ 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) " C "
- ☐ Special Title Exceptions Pertaining to Property as Exhibit " _____ "
- ☐ Special Warranties and Representations of Seller as Exhibit " _____ "
- ☒ Survey of Property as Exhibit " D "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☒ Other No Financing Contingency Exhibit "A"
- ☐ 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

EVERETT BURCH

1 Buyer's Signature 04/16/2026
Everett Burch
 Print or Type Name Date

Buyer's Address for Receiving Notice

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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

RE/MAX First Coast

Buyer Brokerage Firm 04/16/2026
Samuel Muldoon

Broker/Affiliated Licensee Signature Date

Samuel Muldoon **446789**

Print or Type Name GA Real Estate License #

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Licensee's Phone Number Fax Number

smuldoonrealtor@gmail.com

Licensee's Email Address

CCAOR

REALTOR® Membership

202 S Lee St Kingsland GA 31548

Broker's Address

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Broker's Phone Number Fax Number

RMFG01

75986

MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

Chandra Yadav

1 Seller's Signature 04/17/2026
City Of Kingsland
 Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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

RE/MAX First Coast

Seller Brokerage Firm 04/16/2026
Samuel Muldoon

Broker/Affiliated Licensee Signature Date

Samuel Muldoon **446789**

Print or Type Name GA Real Estate License #

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Licensee's Phone Number Fax Number

smuldoonrealtor@gmail.com

Licensee's Email Address

CCAOR

REALTOR® Membership

202 S Lee St Kingsland GA 31548

Broker's Address

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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 4/17/2026 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:

 EB

Seller's Initials:

 CY

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 4/16/2026 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.

Closing Attorney: Yackel & Swick
Address: 202 Arnow Dr, St Marys, GA 31558
Phone Number: (912) 882-7881
Fax Number: _____
Email: XXXXXXXXXXXXXXXXXXXX
preclosingblairstrain.com

Buyer's Initials:  EB

Seller's Initials:  CY

SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " C "



2026 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of 4/16/2026 for Property known as or located at: 0 Martin Luther King Jr Blvd, Kingsland Georgia 31548. This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT.

In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements on the Property;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers (hereinafter, collectively "Knowledge");
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions (including providing to Buyer any additional documentation in Seller's possession), unless the "yes" answer is self-evident;
- (4) if prior to Closing there are any material changes in the answers to any of the questions, Seller shall promptly revise the Statement and provide it to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied or recently occupied the Property, Seller's Knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that it is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual Knowledge and belief of all Sellers of the Property. In other words, if a Seller answers "no" to a question, it means Seller either affirmatively knows that the answer to the question is "no" or has no Knowledge whether such condition exists on the Property. As such, Seller's answers should not be taken as a warranty or guaranty of the actual condition of the Property, nor a substitute for Buyer doing its own due diligence.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) Is the Property vacant?	x	
If yes, how long has it been since the Property has been occupied? _____		
(b) Is the Property or any portion thereof leased?		x
EXPLANATION:		

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?		x
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.		x
EXPLANATION:		

3. THE PROPERTY:	YES	NO
(a) How many acres are in Property? <u>0.1</u>		
(b) What is the current zoning of Property? <u>R-1</u>		
(c) Will conveyance of Property exclude any mineral, oil, and timber rights?		X
(d) Are there any governmental allotments committed?		X
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?		X
EXPLANATION:		

4. SOIL, TREES, SHRUBS AND BOUNDARIES:	YES	NO
(a) Is there any fill dirt on Property?		X
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		X
(c) Is there now or has there ever been any visible soil settlement or movement?		X
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?		X
(e) Are there any drainage or flooding problems on Property?		X
(f) Are there any diseased or dead trees?		X
(g) Are there any shared improvements which benefit or burden the Property, including, but not limited to a shared dock, septic system, well, driveway, alleyway, or private road?		X
(h) Are there presently any encroachments, unrecorded easements, unrecorded agreements regarding shared improvements, or boundary line disputes with a neighboring property owner?		X
EXPLANATION:		

5. TOXIC SUBSTANCES:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Property ever been tested for radon or any other environmental contaminates?		X
EXPLANATION:		

6. OTHER MATTERS:	YES	NO
(a) Have there been any inspections in the past year?		X
If yes, by whom and of what type? _____		
(b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?		X
(c) Have you received notices by governmental or quasi-governmental agency affecting Property?		X
(d) Are there any existing or threatened legal actions affecting Property?		X
(e) Is there any system or item on Property which is leased or which has a fee associated with its use?		X
(f) Are there any private or undedicated roadways for which owner may have financial responsibility?		X
(g) If Property is served by well water, is the well on Property?		X
(h) Has the Property been enrolled in a Conservation Use Program?		X
If yes, when was the Property enrolled? _____		
(i) Are there any other latent or hidden defects that have not otherwise been disclosed?		X
EXPLANATION:		

7. AGRICULTURAL DISCLOSURE:**YES****NO**

(a) Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?

X

(b) Is the Property receiving preferential tax treatment as an agricultural property?

X

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

8. UTILITIES:

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property.

[The utilities listed below that are not checked do not serve Property.]

☒ Electricity☒ Public Sewer☐ Natural Gas☒ Public Water☒ Telephone☐ Private/Well Water☒ Cable Television☐ Shared Well Water☒ Garbage Collection☐ Other _____☐ Additional pages are attached.**SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:**

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: _____

Chandra Yadav
City Of Kingsland

Date: 04/17/2026

Seller: _____

Date: _____

☐ Additional Signature Page (F267) is attached.**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: _____

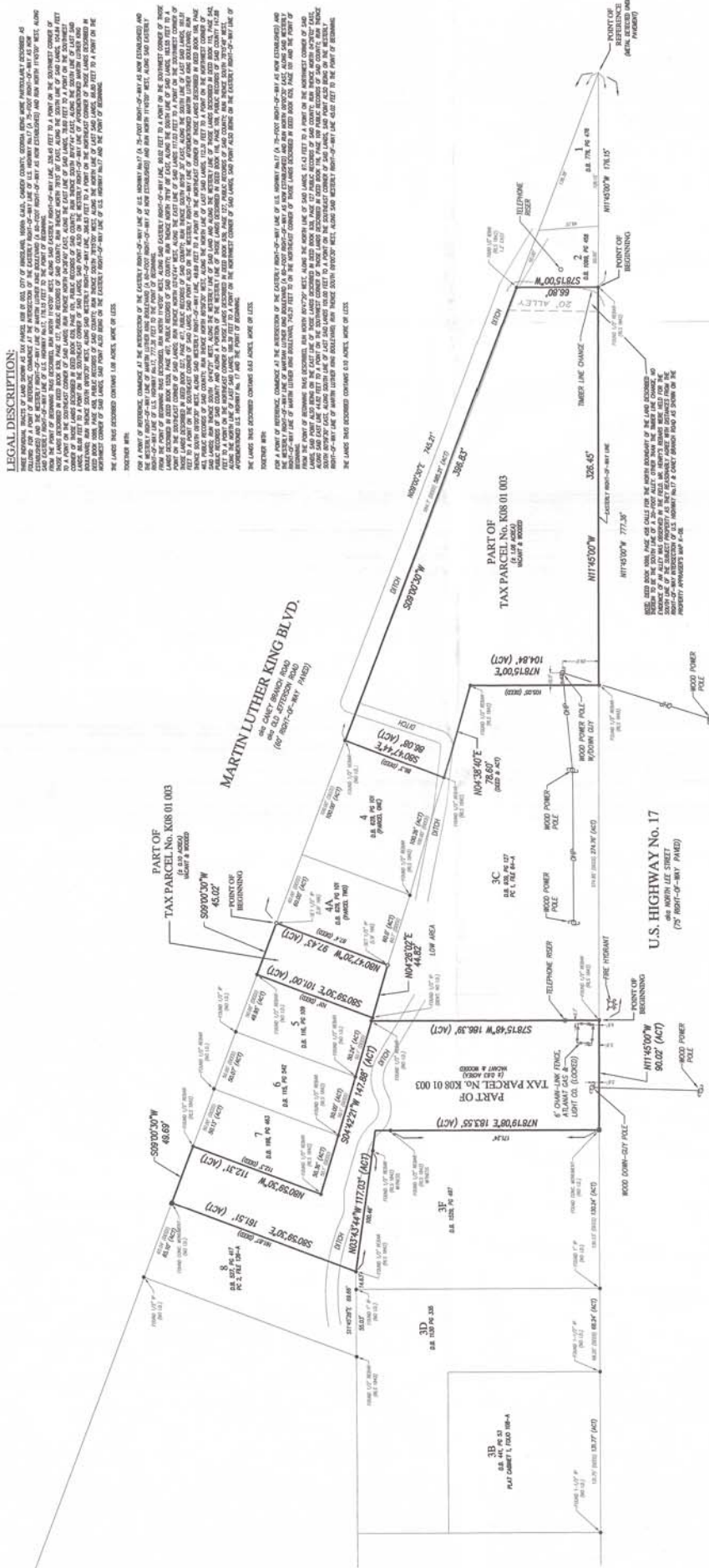
EVERETT BURCH
Everett Burch

Date: 04/16/2026

Buyer: _____

Date: _____

☐ Additional Signature Page (F267) is attached.



NOTES:

1) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N115°00'00"W FOR THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 11.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF ANY TITLE WORK. THERE MAY BE ADDITIONAL INTERESTED PARTIES OR UNRECORDED EASEMENTS OR OTHER SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.

3) SEE CURRENT ZONING REGULATIONS FOR BUILDING RESTRICTION REQUIREMENTS.

CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PRECISION OF THE FOOT IN 37,000 FEET AND WAS BALANCED USING THE COMPASS RULE.
THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 50,000 FEET.
EQUIPMENT USED FOR FIELD MEASUREMENTS:
LINEAR: TOPCON 475-235H
ANGULAR: TOPCON 475-235H

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THE ABOVE LAND WAS SURVEYED UNDER MY
DIRECT SUPERVISION AND THAT THE CORNERS ARE LOCATED UPON
SAME AS SHOWN AND THAT THESE ARE NO ENCROACHMENTS UPON
SAID LAND, EXCEPT AS SHOWN HEREON.

BY:  DATE: 1-10-13

NOTIFICATION: THIS IS TO CERTIFY TO THE CLERK OF SUPERIOR COURT OF CAGHAN COUNTY, GEORGIA, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PROCEEDINGS RELATIVE TO THE ACT CREATED BY GEORGIA CODE SECTION 15-4-67 DO AMENDED (No. 1244-SENATE BILL NO. 725), HAVE BEEN MET AND APPROVAL OF THIS PLAT BY THE APPROPRIATE LOCAL GOVERNING AUTHORITY IS NOT NECESSARY FOR RECORDING PURPOSES.

FIELD BOOK, 224 PAGES, 9 - 12

Page 118 of 123

**A RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND
Resolution # 2026-11**

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Current Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed	Notes
That it is necessary to amend the budget in the General Fund (100), Water/Swer Fund (505), & Solid Waste Fund (540) for an increase in expenditures for retirement contributions.						Budgeted increase did not cover full increase of 17.6% . An additional 6.87% is needed.
That the above transaction can be fulfilled by changing the following budget accounts:						
Insurance Premium Tax	100-00-0000-316200	\$1,825,000	\$30,234		\$1,855,234	
Retirement Contributions	100-45-1500-512400	\$16,744		\$1,298	\$18,042	
Retirement Contributions	100-46-1535-512400	\$6,013		\$296	\$6,309	
Retirement Contributions	100-48-1510-512400	\$15,999		\$720	\$16,719	
Retirement Contributions	100-49-2100-512400	\$7,517		\$1,126	\$8,643	
Retirement Contributions	100-50-3210-512400	\$152,199		\$11,492	\$163,691	
Retirement Contributions	100-55-3510-512400	\$85,279		\$3,911	\$89,190	
Retirement Contributions	100-60-4100-512400	\$65,289		\$8,918	\$74,207	
Retirement Contributions	100-65-7200-512400	\$9,895		\$461	\$10,356	
Retirement Contributions	100-65-7400-512400	\$13,921		\$644	\$14,565	
Retirement Contributions	100-70-4600-512400	\$12,596		\$1,369	\$13,965	
Contingency	505-00-0000-000000	\$838,270		(\$1,586)	\$836,684	
Retirement Contributions	505-45-1500-512400	\$2,477		\$121	\$2,598	
Retirement Contributions	505-45-4450-512400	\$6,094		\$281	\$6,375	
Retirement Contributions	505-46-1535-512400	\$4,009		\$197	\$4,206	
Retirement Contributions	505-48-1510-512400	\$10,666		\$481	\$11,147	
Retirement Contributions	505-70-4600-512400	\$4,199		\$456	\$4,655	
Retirement Contributions	505-90-4410-512400	\$83,949		\$51	\$84,000	
Solid Waste Fees	540-00-0000-344111	\$1,626,000	\$4,616		\$1,630,616	
Retirement Contributions	540-85-4510-512400	\$28,500		\$4,616	\$33,116	
			\$34,850	\$34,850		

That it is necessary to amend the budget in the General Fund (100), Water/Swer Fund (505), & Solid Waste Fund (540) for an increase in expenditures for Workers Compensation claims.

That the above transaction can be fulfilled by changing the following budget accounts:

Insurance Premium Tax	100-00-0000-316200	\$1,855,234	\$91,800		\$1,947,034	
Workers Comp	100-55-3510-512100	\$26,915		\$65,000	\$91,915	

Budgeted increase did not cover prior year claims that are still active.

**A RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND**

Resolution # 2026-11

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Current Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed	Notes
Workers Comp	100-60-4100-512100	\$80,565		\$20,000	\$100,565	
Workers Comp	100-70-4600-512100	\$2,200		\$6,800	\$9,000	
Contingency	505-00-0000-000000	\$836,684		(\$48,000)	\$788,684	
Workers Comp	505-70-4600-512100	\$600		\$3,000	\$3,600	
Workers Comp	505-90-4410-512100	\$36,100		\$45,000	\$81,100	
Automobile Parts	540-85-4510-531101	\$125,000		(\$20,000)	\$105,000	
Workers Comp	540-85-4510-512100	\$60,000		\$20,000	\$80,000	
			\$91,800	\$91,800		

That it is necessary to amend the budget in the General Fund (100) for an increase in expenditures of the Fire department.

That the above transaction can be fulfilled by changing the following budget accounts:

Includes payscale adjustment +\$1.07 for all hourly certified fire fighters, effective 5/20/26 and additional funds for Fire Station 3 remodel.

OREMC Franchise Fees	100-00-0000-311712	\$550,000	\$480,800		\$1,030,800	
Heavy Equipment	100-55-3510-542550	\$1,725,000		(\$232,058)	\$1,492,942	
Computers-new software	100-55-3510-542400	\$28,608		\$3,000	\$31,608	
T/O to CPF	100-55-3510-611350	\$0		\$515,000	\$515,000	trf to CPF; FS3 remodel
Salaries	100-55-3510-511100	\$1,530,403		\$49,058	\$1,579,461	Payscale adjustment +\$1.07 hourly certified Fire Fighters
Overtime	100-55-3510-511300	\$175,000		\$125,000	\$300,000	Additional overtime based on actual and payscale adjustment
First Responder PTS	100-55-3510-512106	\$0		\$3,000	\$3,000	
Firefighter Cancer	100-55-3510-512111	\$0		\$3,000	\$3,000	
Repairs & Maintenance-Equip	100-55-3510-522200	\$90,000		\$10,000	\$100,000	
Computers	100-55-3510-531113	\$5,000		\$3,400	\$8,400	
Bottled Gas	100-55-3510-531240	\$0		\$1,400	\$1,400	
			\$480,800	\$480,800		

That it is necessary to amend the budget in the Capital Projects Fund (350) for an increase in Fire Station 3 Remodel Project.

T/I from GF	350-00-0000-391110	\$0	\$515,000		\$515,000	
Buildings - FS #3	350-00-3510-541300	\$1,996,081		\$515,000	\$2,511,081	
			\$515,000	\$515,000		

**A RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND**

Resolution # 2026-11

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Current Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed	Notes
That it is necessary to amend the budget for succession planning in the Administration, Public Works, and Water/Sewer Operations departments.						For succession planning, reestablish and fill the Assistant City Manager position, and fill key support roles including Assistant Public Works/Water & Sewer Director, Public Works/Water & Sewer Dispatcher, and WWTP Superintendent.
That the above transaction can be fulfilled by changing the following budget accounts:						
Salaries-Public Works	100-60-4100-511100	\$1,297,461		\$21,250	\$1,318,711	
Contingency	100-00-0000-000000	\$841,193		(\$21,250)	\$819,943	
Salaries-Water/Sewer	505-90-4410-511100	\$1,449,321		\$21,937	\$1,471,258	
Contingency	505-00-0000-000000	\$788,684		(\$21,937)	\$766,747	
			\$0	\$0		
That it is necessary to amend the budget in the Multiple Grant Fund (250) to account for grant revenue and expenditures.						Governor's Office of Highway Safety grant award for occupant safety supplies.
That the above transaction can be fulfilled by changing the following budget accounts:						
GOHS grant revenues	250-00-0000-331121	\$0	\$28,455		\$28,455	
GOHS grant expenditures	250-00-0000-522110	\$0		\$28,455	\$28,455	
			\$28,455	\$28,455		
That it is necessary to amend the budget in the SPLOST 9 Fund (323) to account for revenue and expenditures.						Fleet Services Facility relocation, phase I.
That the above transaction can be fulfilled by changing the following budget accounts:						
SPLOST IX Revenues	323-00-0000-337101	\$1,850,000	\$150,000		\$2,000,000	
Buildings	323-43-4600-541300	\$0		\$150,000	\$150,000	
			\$150,000	\$150,000		
That it is necessary to amend the budget in the General Fund (100) to account for revenue and expenditures in the Administration Department.						Receive vehicle transfer from CVB to GF Administration in exchange for Adminstrative Contract Services FY 2025/26 annual revenue (\$11,689).
That the above transaction can be fulfilled by changing the following budget accounts:						
Admin Svc Contract	100-00-0000-389275	\$11,689	(\$11,689)		\$0	
Contingency	100-00-0000-000000	\$819,943		(\$23,378)	\$796,565	
Vehicles	100-45-1500-542200	\$0		\$11,689	\$11,689	
			(\$11,689)	(\$11,689)		
That it is necessary to amend the budget in the Convention & Visitors Bureau Fund (275) to account for revenue and expenditures.						Adjust line items and add capital outlay purchase for a vehicle. Transfer existing vehicle to GF Administration in exchange for Administrative

**A RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND**

Resolution # 2026-11

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Current Budget	Revenue Increases (Decreases)	Expense Increases (Decreases)	Proposed	Notes
That the above transaction can be fulfilled by changing the following budget accounts:						Existing vehicle to be Administration in exchange for Administrative Contract Services FY 2025/26 annual payment (\$11,689).
Merchandise Sales	275-00-0000-347900	\$8,000	\$3,500		\$11,500	
Cash Carry Forward	275-00-0000-391300	\$1,069,371	\$40,690		\$1,110,061	
Retirement Contributions	275-75-7540-512400	\$14,494		\$611	\$15,105	
Retirement Contributions	275-76-7545-512400	\$7,411		\$773	\$8,184	
Postage	275-76-7545-523220	\$5,000		\$7,000	\$12,000	
Insurance	275-76-7545-523100	\$9,100		(\$100)	\$9,000	
Small Equipment	275-76-7545-531600	\$1,500		\$2,000	\$3,500	
Vehicle	275-76-7545-542200	\$0		\$75,000	\$75,000	
Purchased/contracted Svcs	275-77-7547-521000	\$1,500		(\$1,500)	\$0	
Advertising Print Media	275-77-7547-523310	\$2,500		(\$2,500)	\$0	
Digital Marketing	275-77-7547-523350	\$3,000		\$4,000	\$7,000	
Contingency	275-75-7540-579000	\$749,572		(\$41,094)	\$708,478	
			\$44,190	\$44,190		

THEREFORE, BE IT RESOLVED, that the City of Kingsland does hereby ordain, resolve, and enact the foregoing budget amendments for the City of Kingsland, Georgia.

Adopted this 11th day of May 2026.

CITY OF KINGSLAND, GEORGIA

Dr. C. Grayson Day, Jr., Mayor

Attest: _____
Jean Seigler, City Clerk
