



AGENDA
PLANNING COMMISSION
June 12, 2023 at 6:30 PM

Call to Order

Consideration of Minutes

1. PC MINUTES MAY 15, 2023

Disclosures and Recusals

Old Business

New Business

2. SPECIAL REVIEW: Build Boardwalk Crossover – 708 Butler Ave. – 40005 20006 – Zone R-2 – Christopher Koncul

Adjournment

Standing Items

Adjournment

PLANNING COMMISSION

Julie A. Livingston
 Robert J. Matkowski
 Elaine McGruder
 S. Michelle Nooney
 Whitley Reynolds
 Marie Rodriguez
 Anthony Turpin



CITY MANAGER
 Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR
 George Shaw

CITY ATTORNEY
 Edward M. Hughes

Planning Commission Meeting
MINUTES
May 15, 2023

Chair Whitley Reynolds called the May 15, 2023, Tybee Island Planning Commission meeting to order. Commissioners present were **Marie Rodriguez, Elaine McGruder, Julie Livingston, Robert Matkowski** and **Michelle Nooney**.

Planning Commission Oath administered by Mayor Pro Tem Barry Brown for new member Anthony Turpin who is taking over Martha Williams term. (2-year term ends January 31, 2024):

Mayor Pro Tem Barry Brown asked the newly appointed member to stand and raise their right hand and repeat the oath. Then congratulated **Anthony Turpin**.

Consideration of Minutes:

Chair Whitley Reynolds asked for consideration of the April 17, 2023, meeting minutes. **Elaine McGruder** made a motion to approve. **Marie Rodriguez** seconded. The vote was unanimous, except for **Anthony Turpin** who was not present in April.

Disclosures/Recusals:

Chair Whitley Reynolds asked if there were any Disclosures or Recusals. There were none.

Old Business:

Chair Whitley Reynolds asked if there was any old business. There was none.

New Business:

Variance: requesting to build pool in front yard – 21 Teresa Lane -40022 01372 - Zone R-2 -Clayton D. Johnson.

George Shaw stated the applicant would like to put a pool on the lot next to his home that he purchased and combined the two lots. Because of the sloping of the dunes that lot sits landward of his house. Our requirement is that pools must be in the rear or side yard of the house. Staff recommends denial. **Robert Matkowski** made a motion to deny. **Marie Rodriguez** seconded. The vote to deny was unanimous.

Special review: requesting school use for TIMA -711 Butler Ave -40005 19002 - Zone R-2 – Friends of TIMA.

George Shaw stated the Friends of TIMA have purchased 711 Butler Ave and are wishing to lease it to the school for additional office space for teachers. **Lara Solomon** who is the president of the Friends of TIMA approached the Planning Commission and stated it is not our

intent to turn it back into a short-term rental. **Elaine McGruder** made a motion to approve. **Julie Livingston** seconded. The vote to approve was unanimous.

Text amendment: An amendment to the calamity clause of the STR ordinance (2022-04) for time period and procedure.

George Shaw stated this is an amendment to the Z-2 STR ordinance that was passed earlier this year. There is a calamity clause already and what this does is reduce the 90-day requirement to 60 days in a twelve-month period. It also gives a procedure for asking for the calamity which is basically a variance procedure. **David Roberts**, who lives at 603 Sixth Street, approached the Planning Commission, and asked that the Planning Commission consider defining calamity a little tighter and have some sort of authoritative statement on what constitutes a calamity. It shouldn't make it easier to have a short-term rental. It should be tied into a governmental issue clause that would apply to neighbors as well as the individual.

George Shaw stated this would be on a case-by-case basis. And they will have to go in front of the Planning Commission and City Council. **Robert Matkowski** stated City Council and this body have taken action to be able to have this change basically within six months. There is no basis for this to be able to be changed at this point and time. **Elaine McGruder** stated she thinks the intent is to prepare for the future, not just deal with something happening at this moment. **Elaine McGruder** made a motion to approve. **Michelle Nooney** seconded. Those voting in favor were **Marie Rodriguez, Michelle Nooney** and **Elaine McGruder**. Voting against were **Julie Livingston, Robert Matkowski** and **Anthony Turpin**. The vote was a tie. **Chair Whitley** voted in favor. Motion to approve was 4-3.

Adjournment: 7:00pm

Lisa L. Schaaf



STAFF REPORT

PLANNING COMMISSION MEETING: June 12, 2023

CITY COUNCIL MEETING: July 13, 2023

LOCATION: 708 Butler Ave.

PIN: 40005 20006

APPLICANT: CFK Properties, LLC

OWNER: CFK Properties, LLC

EXISTING USE: Single family home

PROPOSED USE: Crossover for subdivision

ZONING: R-2
review

USE PERMITTED BY RIGHT: After special

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

APPLICATION: Special review *Section 3-100 Beach, dune, or vegetation disturbance/crossover maintenance and construction.*

PROPOSAL: The applicant is requesting to construct a new crossover from the lot to the beach.

ANALYSIS: This parcel is to become a ten lot subdivision. The crossover will offer direct access to the beach.

The Comprehensive Plan describes the Beachfront Neighborhood in which it lies as follows:

The beachfront neighborhood to the east of Butler Ave. is exclusively R-2 zoning, with single family and multifamily, and duplex housing types. The area is characterized by wide streets with on street parking and old growth trees supplemented by side alleys. Public and private beach access are available.

<i>Comprehensive Plan – Community Character Area Beachfront Neighborhood</i>		<i>Meets Strategy Y/N or N/A</i>
<i>Recommended Development Strategies</i>		
1.	Historic structures should be preserved whenever possible	N/A
2.	Enhance the pedestrian environment where feasible	Y
3.	Preserve old growth trees	N/A
4.	Preserve and maintain public beach access and enhance when necessary	Y
5.	Do not allow the intrusion of commercial uses	N/A
6.	Preserve the low density character of the area	N/A
7.	Encourage preservation of the large historic beach to Butler Ave. lots	N/A
8.		

STAFF FINDING

This crossover was previously approved but the State DNR permission expired. Staff recommends approval.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Special Review application (5 pages)
- B. Description (1 page)
- C. Construction drawings (1 page)
- D. SAGIS map (1 page)

PLANNING COMMISSION

Julie A. Livingston
 Robert J. Matkowski
 Elaine McGruder
 S. Michelle Nooney
 Whitley Reynolds
 Marie Rodriguez
 Anthony Turpin



CITY MANAGER
 Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR
 George Shaw

CITY ATTORNEY
 Edward M. Hughes

Planning Commission Meeting
MINUTES
May 15, 2023

Chair Whitley Reynolds called the May 15, 2023, Tybee Island Planning Commission meeting to order. Commissioners present were **Marie Rodriguez, Elaine McGruder, Julie Livingston, Robert Matkowski** and **Michelle Nooney**.

Planning Commission Oath administered by Mayor Pro Tem Barry Brown for new member Anthony Turpin who is taking over Martha Williams term. (2-year term ends January 31, 2024):

Mayor Pro Tem Barry Brown asked the newly appointed member to stand and raise their right hand and repeat the oath. Then congratulated **Anthony Turpin**.

Consideration of Minutes:

Chair Whitley Reynolds asked for consideration of the April 17, 2023, meeting minutes. **Elaine McGruder** made a motion to approve. **Marie Rodriguez** seconded. The vote was unanimous, except for **Anthony Turpin** who was not present in April.

Disclosures/Recusals:

Chair Whitley Reynolds asked if there were any Disclosures or Recusals. There were none.

Old Business:

Chair Whitley Reynolds asked if there was any old business. There was none.

New Business:

Variance: requesting to build pool in front yard – 21 Teresa Lane -40022 01372 - Zone R-2 -Clayton D. Johnson.

George Shaw stated the applicant would like to put a pool on the lot next to his home that he purchased and combined the two lots. Because of the sloping of the dunes that lot sits landward of his house. Our requirement is that pools must be in the rear or side yard of the house. Staff recommends denial. **Robert Matkowski** made a motion to deny. **Marie Rodriguez** seconded. The vote to deny was unanimous.

Special review: requesting school use for TIMA -711 Butler Ave -40005 19002 - Zone R-2 – Friends of TIMA.

George Shaw stated the Friends of TIMA have purchased 711 Butler Ave and are wishing to lease it to the school for additional office space for teachers. **Lara Solomon** who is the president of the Friends of TIMA approached the Planning Commission and stated it is not our

intent to turn it back into a short-term rental. **Elaine McGruder** made a motion to approve. **Julie Livingston** seconded. The vote to approve was unanimous.

Text amendment: An amendment to the calamity clause of the STR ordinance (2022-04) for time period and procedure.

George Shaw stated this is an amendment to the Z-2 STR ordinance that was passed earlier this year. There is a calamity clause already and what this does is reduce the 90-day requirement to 60 days in a twelve-month period. It also gives a procedure for asking for the calamity which is basically a variance procedure. **David Roberts**, who lives at 603 Sixth Street, approached the Planning Commission, and asked that the Planning Commission consider defining calamity a little tighter and have some sort of authoritative statement on what constitutes a calamity. It shouldn't make it easier to have a short-term rental. It should be tied into a governmental issue clause that would apply to neighbors as well as the individual.

George Shaw stated this would be on a case-by-case basis. And they will have to go in front of the Planning Commission and City Council. **Robert Matkowski** stated City Council and this body have taken action to be able to have this change basically within six months. There is no basis for this to be able to be changed at this point and time. **Elaine McGruder** stated she thinks the intent is to prepare for the future, not just deal with something happening at this moment. **Elaine McGruder** made a motion to approve. **Michelle Nooney** seconded. Those voting in favor were **Marie Rodriguez, Michelle Nooney** and **Elaine McGruder**. Voting against were **Julie Livingston, Robert Matkowski** and **Anthony Turpin**. The vote was a tie. **Chair Whitley** voted in favor. Motion to approve was 4-3.

Adjournment: 7:00pm

Lisa L. Schaaf

"Recording Fee"



CITY OF TYBEE ISLAND
SPECIAL REVIEW APPLICATION

Fee \$500

Applicant's Name CFK Properties, LLC

Address and location of subject property 708 Butler Avenue

PIN 40005 20006 Applicant's Telephone Number 912-695-8925

Applicant's Mailing Address P.O. Box 13921, Savannah, Georgia, 31416

Brief description of the land development activity and use of the land thereafter to take place on the property:

Add private crossover for ten (10) properties as previously approved.

Property Owner's Name CFK Properties, LLC Telephone Number 912-695-8925

Property Owner's Address 15 Lake Street, Suite 230, Savannah, GA, 31411

Is Applicant the Property Owner? Yes No

If Applicant is the Property Owner, Proof of Ownership is attached: Yes emailed deeds to George & Lisa on 5/24/23

If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto. Yes

Current Zoning of Property R-2 Current Use Family / STUR

Names and addresses of all adjacent property owners are attached: Yes Lisa has form before

If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
- b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
- c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

[Signature] Signature of Applicant 5/25/2023 Date

NOTE: Other specific data is required for each type of Special Review.

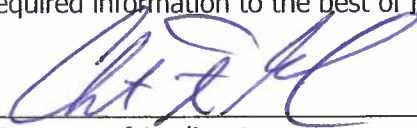
Fee Amount \$ 500.00 Check Number 5036 Date 5/24/23

City Official [Signature]

NOTE: This application must be accompanied by following information:

- A detailed description of the proposed activities, hours of operation, or number of units.
- 8 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.
- Disclosure of Campaign Contributions form

The Applicant certifies that he/she has read the requirements for Site Plan Approval and has provided the required information to the best of his/her ability in a truthful and honest manner.



Signature of Applicant

5/25/2023

Date



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES _____ NO ✓ _____

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature Christopher F Koncal

Printed Name Christopher F Koncal

Date 5/25/2023

Type: TRSD
Kind: TRUSTEE'S DEED
Recorded: 5/4/2022 8:01:00 AM
Fee Amt: \$658.50 Page 1 of 4
Transfer Tax: \$633.50
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 6758095320,
7067927936

BK 2792 PG 346 - 349

RECORD AND RETURN TO:
Klein Law Group, LLC
15 Lake Street, Suite 210
Savannah, GA 31411

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

TRUSTEES DEED

THIS INDENTURE, made this 3rd day of May, 2022, between **William B. McNeal, II and Edgar L.T. Gay, Co-Trustees of the Frank McNeal, Sr. GST dated 12/18/89**, as Party of the First Part, and **CFK Properties, LLC**, as Party of the Second Part.

W I T N E S S E T H:

WHEREAS, the Frank McNeal, Sr. GST was created on December 18, 1989 (the "Trust"); and

WHEREAS, Frank H. McNeal, Jr., William B. McNeal, II and Edgar L.T. Gay, were named as the Trustees of the Trust; and

WHEREAS, Frank H. McNeal, Jr., William B. McNeal II and Edgar L.T. Gay as Co-Trustees took title to that certain property located at 708 Butler Avenue, Tybee Island, Georgia by that certain Quit Claim Deed dated March 4, 2015 recorded on March 5, 2015 in Deed Book 476, Page 334 in the Office of the Clerk of Superior Court of Chatham County, GA.

WHEREAS, Frank H. McNeal, Jr. died on April 25, 2022; and

WHEREAS, the Trust states that William B. McNeal, II and Edgar L.T. Gay may continue to act as Trustees;

NOW THEREFORE, William B. McNeal, II, and Edgar L.T. Gay are the current Trustees of the Trust.

That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which are hereby acknowledged, and before the sealing and delivery of these presents, the Party of the First Part has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Party of the Second Part, its representatives and assigns, all of its partial undivided interest in the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia and described as follows:

708 Butler Avenue, Tybee Island, Georgia.

See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its representatives and assigns forever, IN FEE SIMPLE.

And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written.

Signed, sealed and delivered
in the presence of:

Bruce Schonfeld
Unofficial Witness

[Handwritten Signature]

Notary Public

William B. McNeal II (L.S.)
William B. McNeal, II, Co-Trustee of the Frank
McNeal, Sr. GST dated 12/18/89



Signed, sealed and delivered
in the presence of:

Brianne Schonfeld
Unofficial Witness

[Signature]

Notary Public

[Signature] (L.S.)
Edgar L. T. Gay, Co-Trustee of the Frank
McNeal, Sr. GST dated 12/18/89



EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

Type: WD
Kind: WARRANTY DEED
Recorded: 5/4/2022 8:01:00 AM
Fee Amt: \$1,925.00 Page 1 of 5
Transfer Tax: \$1,900.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 6758095320,
7067927936

BK 2792 PG 350 - 354

RECORD AND RETURN TO:
Klein Law Group, LLC
15 Lake Street, Suite 210
Savannah, GA 31411
File No. 2022.030

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

LIMITED WARRANTY DEED

THIS INDENTURE, made this 3rd day of May, 2022, between **McNeal Investments, LLC**, as Party of the First Part, and **CFK Properties, LLC**, as Party of the Second Part.

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and before the sealing and delivery of these presents, has granted, bargained, sold and conveyed and by those present does grant, bargain, sell and convey all of its undivided interest unto the said Party of the Second Part, its successors, representatives and assigns, the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia described as follows:

708 Butler Avenue, Tybee Island, Georgia 31328.

See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, representatives and assigns forever, IN FEE SIMPLE.

And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons owning, holding or claiming by, through or under said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written

Signed, sealed and delivered in the presence of:

McNeal Investments, LLC

Branny Schonefeld
Unofficial Witness

By: William B. McNeal, II
William B. McNeal, II, Member

Chick

Notary Public

[Company Seal]



EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

MCNEAL INVESTMENTS, LLC
UNANIMOUS WRITTEN CONSENT ACTION OF THE MEMBERS

The undersigned, being all of the Members of MCNEAL INVESTMENTS, LLC a Georgia limited liability company (the "Company"), by affixing their signatures hereto, do hereby consent to and take the following action and adopt unanimously the following resolutions as if the same had been done at a meeting of the members of the Company validly called and held:

WHEREAS, the Company has entered into a Purchase and Sale Agreement with CFK PROPERTIES, LLC for the following property: 708 Butler Avenue, Tybee Island, GA 31328.

WHEREAS, the Company has determined that the sale of the Property for \$3,800,000 is reasonably expected to benefit, directly or indirectly, the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Company execute and deliver any and all documents (the "Sale") necessary to conclude the sale of the Property.

RESOLVED FURTHER, that William B. McNeal, II, William B. McNeal, III, Jane McNeal and Christy McNeal are the Members for the Company be and William B. McNeal, II, is hereby authorized, empowered and directed to execute and deliver on such terms as he deems appropriate whatever documents and take whatever steps as they deem necessary in the name of the Company to evidence and consummate the sale of the Property.

RESOLVED FURTHER, that the execution and delivery of the Sale Documents is reasonably expected to benefit, directly or indirectly, this Company.

RESOLVED FURTHER, that this authorization shall continue in full force and effect until revoked by resolution of the Members of the Company.

RESOLVED FURTHER, that a copy of this Consent Action be placed in the minutes of the proceedings of the Company; and

This Consent Action may be executed in two or more copies, each to be an original, all of which together shall constitute one and the same instrument.

Done as of this 29 day of April, 2022

William B. McNeal II

William B. McNeal, II

[Company Seal]

William B. McNeal, III

[Company Seal]

Jane R. Saunders

Jane R. Saunders

[Company Seal]

Christy McNeal

Christy McNeal

[Company Seal]

Type: WD
Kind: WARRANTY DEED
Recorded: 5/4/2022 8:01:00 AM
Fee Amt: \$975.00 Page 1 of 5
Transfer Tax: \$950.00
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 6758095320,
7067927936

BK 2792 PG 355 - 359

RECORD AND RETURN TO:
Klein Law Group, LLC
15 Lake Street, Suite 210
Savannah, GA 31411
File No. 2022.030

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

LIMITED WARRANTY DEED

THIS INDENTURE, made this 3rd day of May, 2022, between **KM Metter Farms II, LLC**, as Party of the First Part, and **CFK Properties, LLC**, as Party of the Second Part.

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and before the sealing and delivery of these presents, has granted, bargained, sold and conveyed and by those present does grant, bargain, sell and convey all of its partial undivided interest unto the said Party of the Second Part, its successors, representatives and assigns, the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia described as follows:

708 Butler Avenue, Tybee Island, Georgia 31328.

See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, representatives and assigns forever, IN FEE SIMPLE.

And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons owning, holding or claiming by, through or under said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written

Signed, sealed and delivered
in the presence of:

KM Metter Farms II, LLC .

Bryan Schofield
Unofficial Witness

By: [Signature]
Charles Taylor, its Authorized Person

[Signature]
Notary Public

[Company Seal]

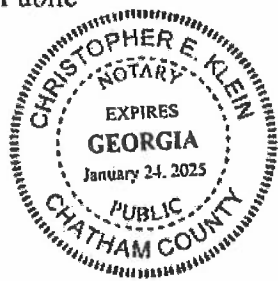


EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

KM METTER FARMS II, LLC
UNANIMOUS WRITTEN CONSENT ACTION OF THE MEMBERS

The undersigned, being all of the Members of KM METTER FARMS II, LLC a Georgia limited liability company (the “Company”), by affixing their signatures hereto, do hereby consent to and take the following action and adopt unanimously the following resolutions as if the same had been done at a meeting of the members of the Company validly called and held:

WHEREAS, the Company has entered into a Purchase and Sale Agreement with CFK PROPERTIES, LLC for the following property: 708 Butler Avenue, Tybee Island, GA 31328.

WHEREAS, the Company has determined that the sale of the Property for \$3,800,000 is reasonably expected to benefit, directly or indirectly, the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Company execute and deliver any and all documents (the “Sale”) necessary to conclude the sale of the Property.

RESOLVED FURTHER, that Kathryn McNeal White, is the Member of the Company be and Charles Taylor is hereby authorized, empowered and directed to execute and deliver on such terms as he deems appropriate whatever documents and take whatever steps as he deems necessary in the name of the Company to evidence and consummate the sale of the Property.

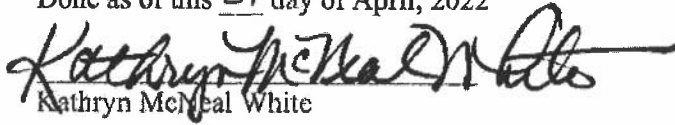
RESOLVED FURTHER, that the execution and delivery of the Sale Documents is reasonably expected to benefit, directly or indirectly, this Company.

RESOLVED FURTHER, that this authorization shall continue in full force and effect until revoked by resolution of the Members of the Company.

RESOLVED FURTHER, that a copy of this Consent Action shall be filed with the minutes of the proceedings of the Company; and

This Consent Action may be executed in two or more counterparts, each of which shall be an original, all of which together shall constitute one and the same Consent Action.

Done as of this 29th day of April, 2022



Kathryn McNeal White

[Company Seal]

Type: WD
Kind: WARRANTY DEED
Recorded: 5/4/2022 8:01:00 AM
Fee Amt: \$341.60 Page 1 of 5
Transfer Tax: \$316.60
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 6758095320,
7067927936

BK 2792 PG 360 - 364

RECORD AND RETURN TO:
Klein Law Group, LLC
15 Lake Street, Suite 210
Savannah, GA 31411
File No. 2022.030

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

LIMITED WARRANTY DEED

THIS INDENTURE, made this 3rd day of May, 2022, between **KM Metter Farms, LLC**, as Party of the First Part, and **CFK Properties, LLC**, as Party of the Second Part.

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and before the sealing and delivery of these presents, has granted, bargained, sold and conveyed and by those present does grant, bargain, sell and convey all of its partial undivided interest unto the said Party of the Second Part, its successors, representatives and assigns, the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia described as follows:

708 Butler Avenue, Tybee Island, Georgia 31328.

See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, representatives and assigns forever, IN FEE SIMPLE.

And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons owning, holding or claiming by, through or under said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written

Signed, sealed and delivered in the presence of:

KM Metter Farms, LLC

Brianna Schonfeld
Unofficial Witness

By: [Signature]
Charles Taylor, its Authorized Person

[Signature]
Notary Public

[Company Seal]



EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

KM METTER FARMS, LLC

UNANIMOUS WRITTEN CONSENT ACTION OF THE MEMBERS

The undersigned, being all of the Members of KM METTER FARMS, LLC a Georgia limited liability company (the “Company”), by affixing their signatures hereto, do hereby consent to and take the following action and adopt unanimously the following resolutions as if the same had been done at a meeting of the members of the Company validly called and held:

WHEREAS, the Company has entered into a Purchase and Sale Agreement with CFK PROPERTIES, LLC for the following property: 708 Butler Avenue, Tybee Island, GA 31328.

WHEREAS, the Company has determined that the sale of the Property for \$3,800,000 is reasonably expected to benefit, directly or indirectly, the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Company execute and deliver any and all documents (the “Sale”) necessary to conclude the sale of the Property.

RESOLVED FURTHER, that Kathryn McNeal White, is the Member(s) of the Company be and Charles Taylor is hereby authorized, empowered and directed to execute and deliver on such terms as he deems appropriate whatever documents and take whatever steps as he deems necessary in the name of the Company to evidence and consummate the sale of the Property.

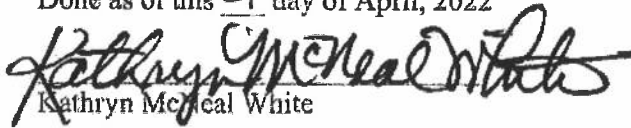
RESOLVED FURTHER, that the execution and delivery of the Sale Documents is reasonably expected to benefit, directly or indirectly, this Company.

RESOLVED FURTHER, that this authorization shall continue in full force and effect until revoked by resolution of the Members of the Company.

RESOLVED FURTHER, that a copy of this Consent Action shall be filed with the minutes of the proceedings of the Company; and

This Consent Action may be executed in two or more counterparts, each of which shall be an original, all of which together shall constitute one and the same Consent Action.

Done as of this 29th day of April, 2022


Kathryn McNeal White

[Company Seal]

Operating Agreement of CFK PROPERTIES, LLC

This Operating Agreement (*Agreement*) of CFK Properties, LLC, a Georgia limited liability company (*Company*), is made by the Member to provide for the governance and operations of the Company. This Agreement is effective on September 21, 2020 and will apply to any Additional Member admitted in accordance with its terms.

Article One Organizational Matters

Section 1.01 Company Formation

The Company became a limited liability company under the laws of the State of Georgia, and specifically under the Georgia Limited Liability Company Act, upon filing the Articles of Organization as required by the Georgia Limited Liability Company Act.

Section 1.02 Company's Name

The Company's name is CFK Properties, LLC. The Manager may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 1.03 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Section 1.04 Company's Principal Office and Location of Records

The mailing address of the principal office of the Company is P.O. Box 13921, Savannah, GA 31416 and the address where the Company maintains its records is 15 Lake Street, Suite 210, Savannah, Georgia 31411.

Section 1.05 Registered Agent and Registered Office

The Company's initial Registered Agent is Company Compliance, Inc., and the Company's initial registered office is located at 15 Lake Street, Suite 210, Savannah, Georgia 31411.

Section 1.06 Company's Term

The Company's duration is perpetual. The Company began on the date the Articles of Organization were filed with the Georgia Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

Section 1.07 Taxation as a Disregarded Entity

As long as the Company has only one Member, the Company will be classified as a disregarded entity for income tax purposes unless the Member has elected to classify the Company as an association taxable as a corporation. All of the Company's income, losses, and other tax items will be treated as those of the Member.

Section 1.08 Member's Capital Contributions

The Member has made a Capital Contribution to the Company in exchange for an interest in the Company. The Member is the sole Member of the Company and owns all of the Membership Interest in the Company. The Member may make voluntary Capital Contributions to the Company.

Section 1.09 Admitting New Members

Subject to the requirements of Article Six, Additional Members may be admitted when the Company issues new Membership Interests or the Member transfers its Membership Interest. Upon compliance with Article Six, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Membership Interest.

The Manager may adopt and revise rules, conventions, and procedures as the Manager determines appropriate regarding the admission of Additional Members to reflect the Membership Interests at the end of the calendar year in accordance with the Member's intentions.

Section 1.10 Transferability of Membership Interest

The transferability of the Member's Membership Interest is restricted by Article Six.

Section 1.11 Mandatory Additional Capital Contributions Prohibited

The Manager has no authority to require additional Capital Contributions.

Article Two Distributions

Section 2.01 Distributions to Member

Subject to Section 2.02, the Manager may determine the amounts and timing of distributions to the Member.

Section 2.02 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

Article Three Company Management

Section 3.01 Management by Manager

The Company is managed by the Manager appointed under Section 3.02. The Manager shall manage and administer the Company's property and perform all other duties prescribed for a Manager by the Act. The Manager may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Manager has the exclusive authority to manage the operations and affairs of the Company, subject in all cases to the requirements of Applicable Law.

Section 3.02 Appointing or Removing Managers

Any person (including the Member) may be appointed as Manager. The Manager may be appointed or removed by the Member. Additional Managers may be appointed at any time by the Member

Section 3.03 Manager's Fiduciary Duties

Each Manager owes to the Company the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

(a) Duty of Loyalty

A Manager's duty of loyalty includes the duties:

to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Manager in the conduct or winding up of the Company's activities, from a use of the Company's property by the Manager, or from the appropriation of a Company business opportunity;

to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company; and

to refrain from competing with the Company in the conduct of the Company's activities before the Company's dissolution.

(b) Duty of Care

Subject to Section 8.01, a Manager's duty of care in the conduct and winding up of the Company's activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the Manager reasonably believes to be in the best interests of the Company.

A Manager shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Manager does not violate a duty or obligation under this Agreement merely because the Manager's conduct furthers the Manager's own interest.

If this Agreement expressly relieves a Manager of a responsibility that the Manager would otherwise have and imposes the responsibility on one or more other Member, those Member are treated as the Manager under this Section with respect to that responsibility.

Section 3.04 Conflict-of-Interest Transactions

After receiving full disclosure of all material facts, the Member may authorize or ratify a specific act or transaction that otherwise would violate the duty of loyalty set forth in Section 3.03(a). In such cases, the Member (excluding the Manager participating in the transaction) determines whether the transaction or arrangement is in the Company's best interest and for its own benefit and whether the transaction is fair and reasonable to the Company.

Section 3.05 No Personal Liability for Capital Contributions

The Manager is not personally liable for the return of any portion of the Member's Capital Contribution. Any return of capital will only be made from available assets of the Company.

Section 3.06 Manager's Agency Authority

The Manager has the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business. The Manager does not have the authority to bind the Company with respect to any matter outside the ordinary course of the Company's business. Except with the vote of the Member, no Manager may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

Article Four

Member Rights and Obligations

Section 4.01 Limited Liability of Member

Except as required by Applicable Law, a Member's status as a Member does not personally obligate the Member for any debt, obligation, or liability of the Company whether arising in contract, tort, or otherwise.

Section 4.02 No Right to Participate in Management

Except as expressly provided in this Agreement, the Member may not participate in the management and operation of the Company's business and investment activities or bind the Company to any obligation or liability whatsoever.

Section 4.03 Member's Agency Authority

The Member does not have the right or authority to bind the Company in contracts and other dealings with Third Parties. The Member may not make any representation concerning the Company that is likely to have a material impact on the Company's business or reputation.

Section 4.04 Restrictions on Withdrawal or Dissociation Rights

A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

Section 4.05 Company Continues after the Member's Death

A Member's death will not cause the Company to dissolve.

Section 4.06 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

Section 4.07 Member Expulsion

The Company may not expel a Member under any circumstances.

Article Five

Books, Records, and Bank Accounts

Section 5.01 Books and Records

The Manager shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Manager determines.

Section 5.02 Accounting and Taxable Year

The Manager shall keep books of account consistent with any method authorized or required by the Code and as determined by the Manager. The Manager shall close and balance the books at the end of each Taxable Year. The Member may choose any period authorized or required by the Code for the Company's Taxable Year.

Section 5.03 Reports

Within a reasonable time after each Taxable Year ends, the Manager shall provide the information required to prepare and file individual tax returns to the Member. The Manager shall prepare these financial statements at the Company's expense.

Section 5.04 Manager Inspection Rights

Upon reasonable notice from a Manager, the Company shall—and shall cause its Manager, officers, and employees to—provide reasonable access to a Manager to Company Information during normal business hours. *Company Information* is the information accessible to the Manager by exercising the inspection right to examine and copy the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Manager.

Section 5.05 Member's Inspection Rights

Upon reasonable notice from a Member, the Company shall—and shall cause its Manager, officers, and employees to—provide reasonable access to each Member to Company Information during normal business hours.

Article Six Transfer of Membership Interests

Section 6.01 Transferability of Membership Interests

The Member may voluntarily transfer its Membership Interest.

The transferee of a voluntary transfer of Membership Interest permitted by this Section will be admitted as an Additional Member only in compliance with Section 6.04.

Section 6.02 Transferee Treated as an Assignee until Admitted as an Additional Member

The transferee of a Membership Interest will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 6.01 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 6.03.

Section 6.03 Assignee's Rights, Limitations, and Obligations

The transferee of any involuntary transfer of a Member's Membership Interest will be treated as an Assignee. An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Membership Interest. Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

Section 6.04 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The prospective Additional Member must sign all agreements and instruments requested by the Manager. Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

Article Seven Dissolution and Liquidation

Section 7.01 Dissolution Events

The Company may only be dissolved by the Member, subject to any special vote required by the Operating Agreement or by a court. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 7.02 Liquidation

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Member.

Section 7.03 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Member will be satisfied only to the extent that the Company has adequate assets.

Article Eight Exculpation and Indemnification

Section 8.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

Section 8.02 Indemnification of Protected Persons

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or the Member in connection with the Company's business.

Section 8.03 Unprotected Acts

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act.

Section 8.04 Other Rights

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

Article Nine General Matters

Section 9.01 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

Section 9.02 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Member and to its respective successors, personal representatives, heirs, and assigns.

Section 9.03 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and the Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

Section 9.04 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

Section 9.05 Governing Law

This Agreement is governed, construed, and administered according to the laws of Georgia, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Georgia.

Section 9.06 Attorneys' Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

Section 9.07 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

Section 9.08 Notices

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

if given to the Company, to the Company's principal place of business; or
 if given to any Member, to the Member's address as reflected in the Company's books or
 at any other address the Member may later designate in writing.

Section 9.09 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Section 9.10 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by the Member.

Section 9.11 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Manager certifies to be a true copy to the same effect as if it were an original.

Section 9.12 Determination of Fair Market Value

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Manager based on factors the Manager, in its reasonable business judgment, considers relevant.

With respect to any other transfer of a Member's Membership Interest to the Company under this Agreement, the Fair Market Value will be the amount agreed upon by the Company and the transferring Member. If the Company and the transferring Member are unable to agree about the Fair Market Value, they shall attempt to agree upon an appraiser and, if an appraiser is agreed upon in writing, the value as determined by that appraiser will be final and binding. If the Company and the transferring Member are unable to agree about the Fair Market Value or an appraiser within 30 days from the date of the notice or other triggering event for the sale, the Manager shall choose a Qualified Appraiser and the value as determined by a Qualified Appraisal by that Qualified Appraiser will be final and binding, with the fees and costs of such Qualified Appraiser to be paid by or deducted from the amount payable to the transferring Member.

Article Ten Definitions and Interpretation

Section 10.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Georgia Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires a Membership Interest and is admitted as a Member.

(c) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(d) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

consents or approvals; and

orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(e) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Georgia Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(f) Assignee

Assignee means the recipient of a Membership Interest by assignment.

(g) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by the Member. *Additional Capital Contribution* means the total cash and other consideration contributed to the Company by the Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Membership Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(h) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Member's intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(i) Fair Market Value

Fair Market Value is defined in Section 9.12.

(j) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(k) Manager

Manager means any individual or legal entity designated in this Agreement as a Manager. A Manager conducts the business of the Company and is authorized to exercise the powers and duties of Manager detailed in this Agreement.

(l) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

(m) Membership Interest

Membership Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Membership Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Membership Interest is personal property and no Member will acquire any interest in any of the assets of the Company.

(n) Protected Person

Protected Person means:

- the Member;
- the Member's officer, director, shareholder, partner, member, employees or agents;
- and
- each of the Company's Manager, employees, and agents.

(o) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(p) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(q) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Manager. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(r) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company's best interests;
- with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful; or
- constitutes fraud or willful misconduct.

Section 10.02 Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Include, Includes, and Including

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(d) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

(e) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

[signatures are on the following page]

Signed:

MEMBER:



Christopher Koncul

MANAGER:



Christopher Koncul



Christopher Koncul <chris.koncul@konculconstruction.com>

On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)

Lynn Pruette <lpruette@bouhan.com>

Mon, Nov 29, 2021 at 2:33 PM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Don't be concerned – he's perfectly OK with what you are planning. Simply a record keeping thing for him – he misplaced the copy he had the other day.

Thanks again!

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)

Christopher Koncul <chris.koncul@konculconstruction.com>

Mon, Nov 29, 2021 at 1:38 PM

To: Lynn Pruetto <lpruetto@bouhan.com>

Hi Lynn!

I just forwarded you my initial email to Sonny. I hope to have Sonny's support on the boardwalk. Please let me know if you any questions, etc.

Thank you, Chris

Sincerely,

Christopher F. Koncul, Owner



15 Lake Street, Suite 230
Savannah, GA 31411
O: 912-349-2158 C: 912-695-8925
Chris.Koncul@konculconstruction.com
www.KonculConstruction.com

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)

Lynn Pruette <lpruette@bouhan.com>

Mon, Nov 29, 2021 at 11:44 AM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Chris,

Could you please forward the email you sent to Sonny about the Tybee property? He has misplaced his copy and would like it for his records. Please send directly to me.

Thanks much!

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)

Lynn Pruette <lpruette@bouhan.com>

Thu, Nov 18, 2021 at 2:02 PM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Should you ever need Sonny quickly, feel free to email me. His email is not monitored daily – he does not use computers. Always happy to get a message to him.

Have a nice holiday!

Lynn Pruette

Paralegal



One West Park | Savannah, GA 31401
P.O. Box 2139 | Savannah, GA 31402-2139
PH: 912.232.7000

DD: 912-644-6752

FX: 912.233.0811

lpruette@bouhan.com

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)

Lynn Pruette <lpruette@bouhan.com>

Thu, Nov 18, 2021 at 1:57 PM

To: "chris.koncul@konculconstruction.com" <chris.koncul@konculconstruction.com>

Thanks Chris.

Thanks for favoring me with a copy of your plans for Tybee. I do not see anything that will be objectionable to us. I'll get back to you after Thanksgiving.

Sonny

Lynn Pruette

Paralegal

**BOUHAN
FALLIGANT**
ATTORNEYS & COUNSELORS AT LAW

One West Park | Savannah, GA 31401
P.O. Box 2139 | Savannah, GA 31402-2139
PH: 912.232.7000

DD: 912-644-5752

FX: 912.233.0811

lpruette@bouhan.com



Christopher Koncul <chris.koncul@konculconstruction.com>

708 Butler Avenue Project

Christopher Koncul <chris.koncul@konculconstruction.com>
To: fwseiler@bouhan.com

Wed, Nov 17, 2021 at 5:38 PM

Dear Mr. Seiler,

I wanted to send a quick introduction email to you. I have the property and home at 708 Butler Avenue under contract and have plans to develop a very nice community preserving the oak trees at the front entrance, preserving the old home, gated entry, private boardwalk for the ten (10) properties, etc. I wanted to update you that I attended the planning and zoning meeting Monday, 11/15 and they approved the proposed boardwalk running through the middle of the property of 708 Butler. Next meeting will be Thursday, 12/9 at 6:30pm with the Tybee City Council if you wish to attend. I will also keep you in the loop on my proposed subdivision, etc. as I progress with engineering, surveys, etc.

If you do not object and are in favor of the attached proposed boardwalk, would you mind emailing me a simple note that you are in favor? I would like to submit it to the council. I have reached out to the Edwards, and they are in favor of the project as a whole and the boardwalk. The Levy's are also in favor of the boardwalk. I have also reached out to Mrs. Sheehan (5 8th street) and Nathan Purvis (3 8th street) and they are in favor of 708 having its own boardwalk without the neighboring beachgoers spilling over to 8th street to use the public boardwalk.

Thank you for your time and I can make myself available if you would ever like to discuss my project or would like any updates.

Sincerely,

Christopher F. Koncul, Owner



15 Lake Street, Suite 230
Savannah, GA 31411
O: 912-349-2158 C: 912-695-8925
Chris.Koncul@konculconstruction.com
www.KonculConstruction.com

CNCPT-CK-708 - BASE-Model (2).pdf
293K



Christopher Koncul <chris.koncul@konculconstruction.com>

708 Butler Avenue, Tybee Island, Georgia - 9 New Single Family Homes & Private Boardwalk

Carolyn Sheehan <casheehan50@yahoo.com>

To: "chris.koncul@konculconstruction.com" <chris.koncul@konculconstruction.com>

Fri, Nov 19, 2021 at 12:02 PM

Dear Chris,

With regard to the above referenced property, and as a bordering neighbor, I am writing to say that I am in favor of the private boardwalk that is proposed for the usage of this new development.

I am, and have been, a long time resident of #5 8th Street, Tybee. The traffic, parking, visitors & noise on the beachside of 8th Street, is constant, especially during the months of March through October. It would help greatly to not have the added foot traffic and/or vehicles from this new development.

Thank you very much.

Carolyn S. Sheehan
5 8th Street
P. O. Box 2629
Tybee Island, GA 31328
(912) 786-4789
(912) 547-9256



Christopher Koncul <chris.koncul@konculconstruction.com>

proposed 708 Butler crossover

Joan Levy <joansonjones@yahoo.com>

Tue, Nov 16, 2021 at 5:45 PM

Reply-To: Joan Levy <joansonjones@yahoo.com>

To: "chrisKoncul@Konculconstruction.com" <chrisKoncul@konculconstruction.com>

Cc: "B.H. Levy" <bhlevy@bouhan.com>

Dear Mr. Koncul,

I am Joan Levy Levy, sister of B.H. Levy, and I divide my time between Jones Street in Savannah and 4 Eighth Street, Tybee, next door to B.H. and Margie. B.H. has shared your general plans for 708 Butler with me and I also approve the Boardwalk Crossover that passed Tybee's Planning and Zoning Committee last night. I am in favor of your project and hope the Dune Crossover is approved at the next Tybee City Council meeting in December. An exciting project!

All the best,

Joan Levy

Savannah, GA 31401 (912) 234-3863



Christopher Koncul <chris.koncul@konculconstruction.com>

708 Butler Avenue

Nathan Purvis <nathanepurvis@gmail.com>

Tue, Nov 16, 2021 at 2:36 PM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Chris,

I am the owner of #3 8th st Tybee Island, Ga and I'm in favor of your proposed boardwalk. I feel that it would help reduce traffic in front of my house.

Thanks,

Nathan Purvis

Mill Point Properties LLC

404-819-2520

[Quoted text hidden]

--

Nathan Purvis

Re/Max Preferred

Associate Broker

426 W. Highland Ave.

Monroe, Ga 30655

www.purvisrealtyga.com

Office 678-635-7020

Mobile 404-819-2520

Fax 770-406-2339



Christopher Koncul <chris.koncul@konculconstruction.com>

Tybee Island

joe edwards <aje3md@gmail.com>
To: Chris.koncul@konculconstruction.com

Mon, Dec 6, 2021 at 6:00 PM

Mr. Koncul,

I grew up on Tybee Island next to you and your grandparents since 1980. I know your reputation as an excellent builder and a local who has your neighbors and your property in everyone's best interests. I approve of your plans and think that a boardwalk would best serve your development.

Best regards
Joe Edwards III



Christopher Koncul <chris.koncul@konculconstruction.com>

Application for Dune Crossover/708 Butler Avenue

B.H. LEVY <BHLEVY@bouhan.com>
To: Christopher Koncul <chris.koncul@konculconstruction.com>

Wed, Nov 17, 2021 at 12:06 PM

Good afternoon, Mr. Koncul.

I support your application to Tybee Island City Council to construct a dune crossover as depicted on the attached drawing CNCPT-CK-708 BASE Model(1).pdf. However, I reserve my rights to assert future objections to other portions of your plans to develop the property depicted on the attached drawing, including but not limited to such aspects as housing density, storm water drainage, setbacks, building heights, sight lines, etc.


B.H.

B.H. Levy, Jr.

2 Eighth Street

Tybee Island, GA 31328

912 658 2447

 **CNCPT-CK-708 - BASE-Model (1).pdf**
293K

MAYOR
Shirley Sessions

CITY COUNCIL
Barry Brown, Mayor Pro Tem
Jay Burke
Nancy DeVetter
Michael "Spec" Hosti
Monty Parks
Brian West



CITY MANAGER
Shawn Gillen

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND


Petitioner: Christopher Koncul

Description: requesting to build a boardwalk for new subdivision

Property Address: 708 Butler Ave.

Zoning Action Requested: Special Review

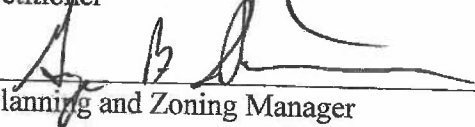
Following any required Public Hearing, the Mayor and Council of the City of Tybee Island decided on the 9 day of December 2021, to approve the application for Special Review, to-wit:



Petitioner

2-4-2022

Date



Planning and Zoning Manager

1-27-2022

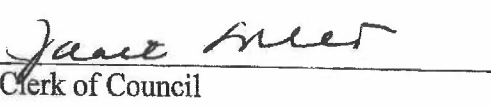
Date



Mayor

01-31-2022

Date



Clerk of Council

1-31-2022

Date

MAYOR
Shirley Sessions

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Jay Burke
Nancy DeVetter
Monty Parks
Michael "Spec Hosti



CITY MANAGER
Shawn Gillen

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

December 20, 2021

GA Dept. of Natural Resources, Coastal Resources Division
One Conservation Way, Suite 300
Brunswick, GA 31520

Re: Koncul Property
708 Butler Ave.
Tybee Island, GA 31328

To Whom It May Concern:

Mr. Koncul has property located at 708 Butler Ave. (PIN # 40005 20006) on Tybee Island is located in the R-2 zoning district. The construction of a dune crossover is allowed in this district with special review and City Council approval. City Council granted that approval at their meeting on December 9, 2021.

Sincerely,

George Shaw
Community Development Director
gshaw@cityoftybee.org
912-472-5031