

Staff Report

Subject: Final Plat Approval (Second District)
Author: Samantha Easton
Department: Development Services
Meeting Date: May 21, 2024
Item Description: **Aaron Egger**, requests approval of the final plat and infrastructure agreement for **Creekside Phase 2B. {Map #436 Parcel# 46}**

Summary Recommendation

Staff has reviewed the plat and inspected the roads and drainage infrastructure identified in the warranty deed, and recommends Alternative 1.

Executive Summary/Background

- Village Park Homes has built roads and drainage infrastructure for Phase 2B of Creekside in order to sell the 17 lots in this PD subdivision.
- Water & Sewer service will be provided by Effingham County.
- The County Engineer has inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county, and he recommends approval.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. All documents are in order, besides some changes needed on Final Plat and Road Name Changes on the Deed.
- GIS and E-911 has approved the proposed Road Names.
- The County Attorney has reviewed and approved the warranty deed and recommends approval.
- The County Engineer has reviewed the bond recommendation and is recommending approval.
- Development Services has received a Maintenance Bond for \$283,397.64

Alternatives

1. **Approve** the final plat and infrastructure agreement for Laurel Grove Phase 1, and accept the roads and drainage infrastructure identified in the warranty deed.
2. **Take no action**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments:

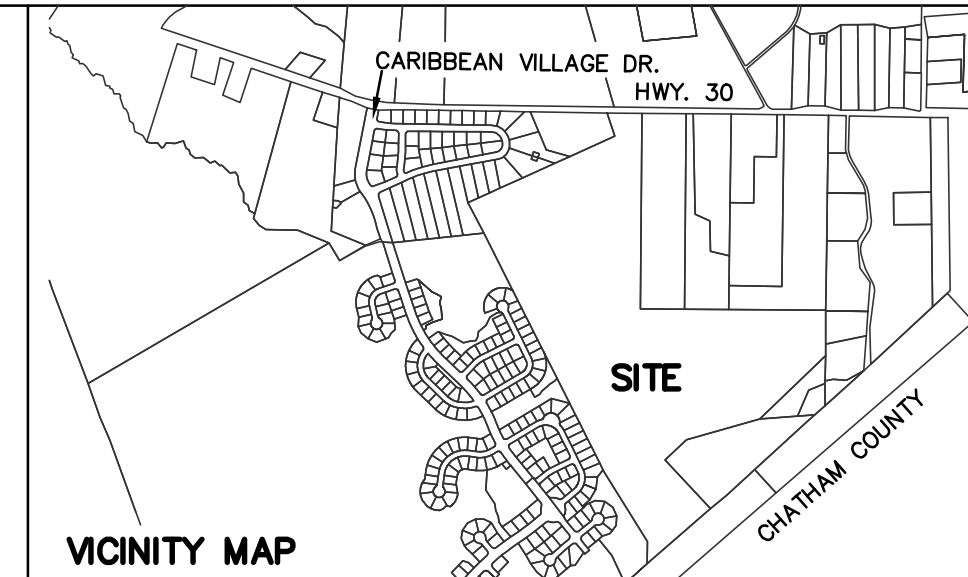
1. Final Plat for Creekside Phase 2B
2. Final Plat Submittal Form & Checklist
3. Deed
4. Maintenance Bond Recommendation

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

NOTES:
 1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13103C0360E, EFFECTIVE DATE MARCH 16, 2015, PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN THE 100-YEAR FLOOD PLAN.
 2. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR NOT DISCOVERED BY THE TITLE EXAMINATION.
 3. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL ISSUES.
 4. THE COORDINATES AND BEARING, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE NAD83.
 5. PARENT PROPERTY IDENTIFICATION NUMBER: 04360046 & 0460046A00
 6. PROPERTY CORNERS ARE MARKED WITH 5/8" IRON PIN UNLESS OTHERWISE NOTED.
 7. THE WETLAND AND BUFFER AREAS SHOWN HEREON ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES AND ANY DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER AUTHORIZATION AND PERMIT IS SUBJECT TO PENALTY BY LAW.
 8. ALL ROAD RIGHTS OF WAYS WILL BE DEDICATED TO THE COUNTY.

LEGEND

- CONC. MON. SET
- EXISTING 5/8" IRON
- ▨ WETLAND
- FEMA FLOOD ZONE LINE



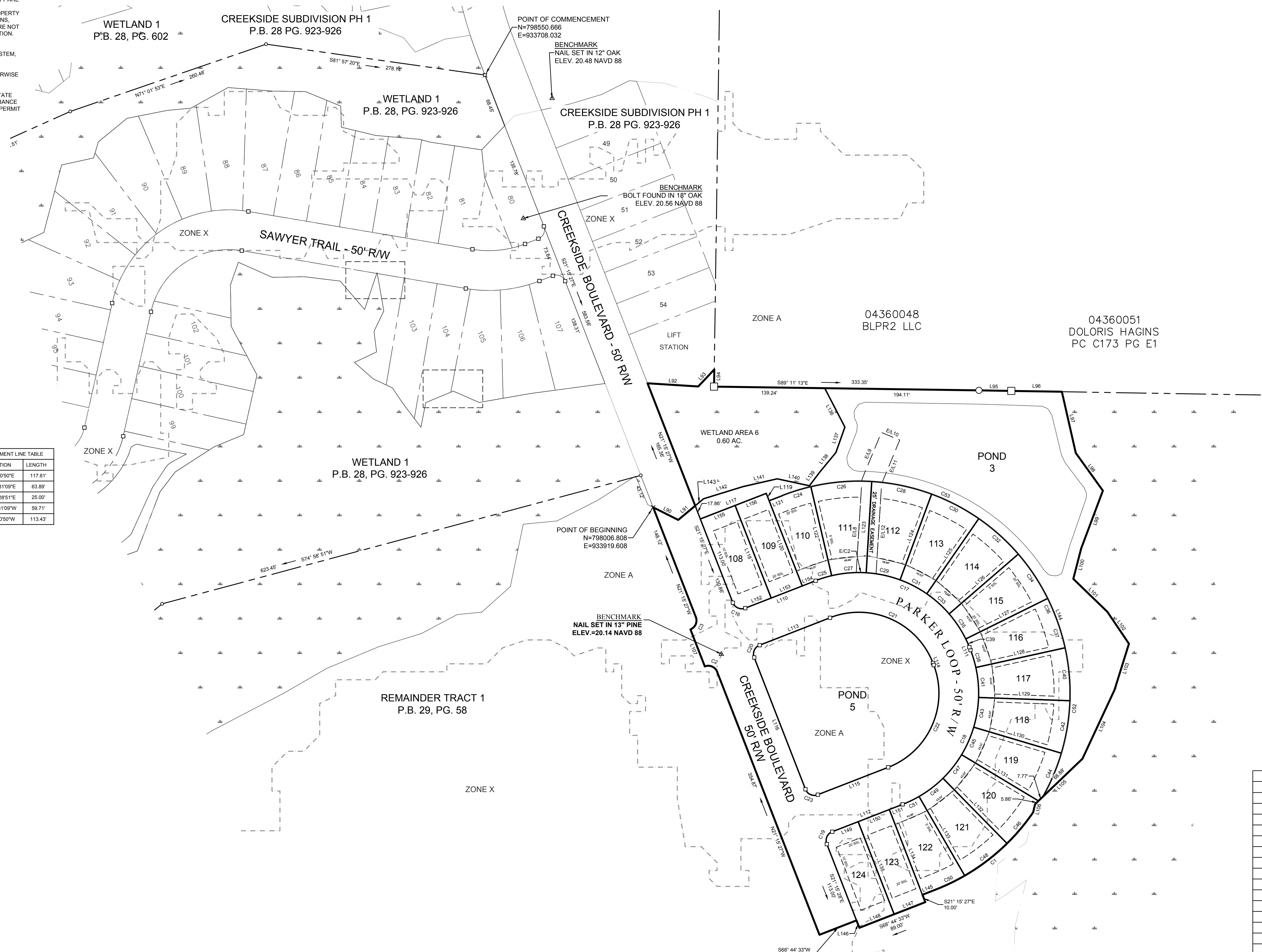
GRID NORTH - GA, EAST ZONE - NAD 83

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L90	S83°21'56"E	35.20
L91	N50°12'16"E	27.84
L92	S86°20'49"E	63.95
L93	N43°11'58"E	29.43
L94	S0°49'54"W	21.57
L95	S89°00'45"E	40.61
L96	N89°03'29"W	63.70
L97	S12°47'50"E	79.00
L98	S38°40'12"E	58.43
L99	S20°35'13"W	77.65
L100	S14°28'21"W	39.50
L101	S45°56'10"E	59.64
L102	S34°05'31"E	48.44
L103	S17°24'25"W	60.95
L104	S24°57'23"W	96.47
L105	S46°14'27"W	82.51
L106	S13°04'09"W	10.47
L107	N21°15'27"W	50.00
L110	N88°44'33"E	95.00
L111	S21°15'27"E	1.87
L112	S68°44'33"W	95.00
L113	N88°44'33"E	95.00
L114	S21°15'27"E	1.87
L115	S68°44'33"W	95.00
L116	N21°15'27"E	177.87
L117	N88°44'33"E	89.00
L118	S21°15'28"E	125.00
L119	N21°15'27"E	10.00
L120	S21°15'27"E	115.00
L121	N88°44'33"E	18.00
L122	S13°10'09"E	115.00
L123	S3°30'50"W	115.00
L124	S20°11'49"W	115.00
L125	S34°41'22"W	115.00
L126	S49°10'58"W	115.00
L127	S63°40'28"W	115.00
L128	S77°32'10"W	115.00
L129	N87°58'17"W	115.00
L130	N73°28'44"W	115.00
L131	N58°59'11"W	112.85
L132	N44°29'39"W	115.00
L133	N30°00'06"W	115.00
L134	N21°15'27"W	115.00
L135	N21°15'28"W	125.00
L136	S27°21'57"E	55.18
L137	S19°22'33"W	33.90
L138	S39°34'07"W	31.72
L139	S37°09'37"W	21.70
L140	N77°52'40"W	41.50
L141	S77°05'07"W	44.16
L142	S72°51'03"W	51.94
L143	S50°12'16"W	13.69
L144	S21°15'27"E	1.87
L145	S68°44'33"W	18.00
L146	N21°15'28"W	10.00
L147	N88°44'33"E	42.00
L148	N88°44'33"E	47.00
L149	S68°44'33"W	35.00
L150	S68°44'33"W	42.00
L151	S68°44'33"W	18.00
L152	N88°44'33"E	35.00
L153	N88°44'33"E	42.00
L154	N88°44'33"E	18.00
L155	S68°44'33"W	47.00
L156	S68°44'33"W	42.00

DRAINAGE EASEMENT LINE TABLE

LINE NO.	DIRECTION	LENGTH
EAL8	N3°30'50"E	117.61
EAL9	N22°31'09"E	63.89
EAL10	S67°28'51"E	25.00
EAL11	S22°31'09"W	59.71
EAL12	S3°30'50"W	113.43



CURVE TABLE

CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD
C1	34°21'03"	158.88	285.00	81.91	S51°34'01"W	156.51
C2	90°00'00"	18.85	12.00	12.00	N66°15'27"W	16.97
C3	90°00'11"	18.85	12.00	12.00	N23°44'36"E	16.97
C16	90°00'00"	18.85	12.00	12.00	S66°15'27"E	16.97
C17	90°00'00"	235.62	150.00	150.00	S66°15'27"E	212.13
C18	90°00'00"	235.62	150.00	150.00	S23°44'33"W	212.13
C19	90°00'00"	18.85	12.00	12.00	S23°44'33"W	16.97
C20	90°00'00"	18.85	12.00	12.00	N23°44'33"E	16.97
C21	90°00'00"	157.08	100.00	100.00	S66°15'27"E	141.42
C22	90°00'00"	157.08	100.00	100.00	S23°44'33"W	141.42
C23	90°00'00"	18.85	12.00	12.00	N66°15'27"W	16.97
C24	8°05'18"	37.41	265.00	18.74	S72°47'12"W	37.38
C25	8°05'18"	21.17	150.00	10.81	N72°47'12"E	21.16
C26	16°40'59"	77.16	265.00	38.86	S85°10'20"W	76.99
C27	16°40'59"	43.68	150.00	21.99	N85°10'20"E	43.52
C28	16°40'59"	77.16	265.00	38.86	N78°08'40"W	76.99
C29	16°40'59"	43.68	150.00	21.99	N78°08'40"E	43.52
C30	14°29'33"	67.03	265.00	33.69	N62°33'24"W	66.85
C31	14°29'33"	37.94	150.00	19.07	S62°33'24"E	37.84
C32	14°29'33"	67.03	265.00	33.69	N48°03'51"W	66.85
C33	14°29'33"	37.94	150.00	19.07	S48°03'51"E	37.84
C34	14°29'33"	67.03	265.00	33.69	N33°34'16"W	66.85
C35	14°29'33"	37.94	150.00	19.07	S33°34'16"E	37.84
C36	5°16'13"	24.38	265.00	12.20	N23°41'25"W	24.37
C37	8°59'45"	41.61	265.00	20.85	N16°57'43"W	41.56
C38	8°47'33"	23.02	150.00	11.53	S16°51'36"E	23.00
C39	5°04'05"	13.27	150.00	6.64	S23°47'29"E	13.26
C40	14°29'33"	67.03	265.00	33.69	N5°13'04"W	66.85
C41	14°29'33"	37.94	150.00	19.07	S5°13'04"E	37.84
C42	14°29'33"	67.03	265.00	33.69	N9°16'29"W	66.85
C43	14°29'33"	37.94	150.00	19.07	S9°16'29"E	37.84
C44	12°52'19"	59.53	265.00	29.89	N22°07'25"E	59.41
C45	14°29'33"	37.94	150.00	19.07	S23°46'02"E	37.84
C46	11°06'52"	51.41	265.00	25.78	N39°56'56"E	51.32
C47	14°29'33"	37.94	150.00	19.07	S38°15'35"E	37.84
C48	14°29'33"	67.03	265.00	33.69	N52°45'06"E	66.85
C49	14°29'33"	37.94	150.00	19.07	S52°45'06"E	37.84
C50	8°44'39"	40.44	265.00	20.26	N64°22'14"E	40.40
C51	8°44'39"	22.89	150.00	11.47	S64°22'14"W	22.87
C52	50°39'02"	234.28	265.00	125.41	S4°04'04"W	228.71
C53	90°00'00"	416.26	265.00	265.00	S66°15'27"E	374.77

DRAINAGE EASEMENT CURVE TABLE

CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD
EAL2	4°46'49"	12.51	150.00	6.26	N88°52'34"W	12.51

Parcel Table

LOT	ACRES	SQ. FT.
108	0.13	8844.12
109	0.12	8250.64
110	0.12	8438.76
111	0.16	9948.20
112	0.16	9948.20
113	0.14	9035.91
114	0.14	9035.91
115	0.14	9035.91
116	0.14	9988.33
117	0.14	9035.91
118	0.14	9035.91
119	0.14	9035.91
120	0.14	9035.91
121	0.14	9035.91
122	0.13	8711.93
123	0.12	8250.64
124	0.13	8844.10
PHASE 2B	8.89	291345.58
PHASE 2B ROAD ROW	1.38	93183.90
POND 3	1.54	89908.57
POND 5	0.86	57434.11
WETLAND 6	0.60	28351.63

IT IS HEREBY CERTIFIED THAT A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA BY VILLAGE PARK HOMES IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES SHOWN HEREON ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

WITNESS _____ VILLAGE PARK HOMES
 CORPORATE NAME

WITNESS _____ OWNER

THE SUBDIVISION PLAT KNOWN AS CREEKSIDE PHASE 2 HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA

DATE _____

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

WITNESS _____ CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

P. NATHAN BROWN, RLS

MAJOR SUBDIVISION PLAT
 CREEKSIDE PHASE 2B
 LANDS OF CREEKSIDE INVESTMENTS LLC, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA
 FOR: VILLAGE PARK HOMES

PLAT DATE: FEBRUARY 28, 2024
 FIELD DATE: FEBRUARY 2021

REVISED:

JOB NO.

SCALE: 1" = 60'

ERROR OF CLOSURE: FIELD - 1'85.548
 ERROR OF CLOSURE: PLAT - 1'542.779
 ANGULAR ERROR: 1" PER POINT

EQUIPMENT USED: TOTAL STATION

0 60 120

HUSSEY GAY BELL
 — Established 1958 —
 329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 3185
 P. NATHAN BROWN

9132045680
PARTICIPANT ID

Return to:
Effingham Board of Commissioners
601 North Laurel Street
Springfield, Georgia 31329

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2024, between **DREAM FINDERS HOMES, LLC**, a Florida limited liability company, as Party of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party of the Second Part, hereinafter referred to as Grantee (the words "Grantor and "Grantee" to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by this presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property within Creekside Subdivision, Phase 2B, to wit:

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being shown and designated as the street and right of way known and depicted as "Parker Loop" on that certain Final Plat of Phase 2B Creekside Subdivision, located in 9th G.M. District, Effingham County, Georgia, prepared by P. Nathan Brown, GA PLS No. 3185, Hussey, Gay, Bell & Deyoung Inc., dated _____, 2024, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book _____, Page _____, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the above – described street and right of way for public access.

TOGETHER WITH the water and sanitary sewer systems, and drainage improvements located within said properties, rights-of-way and public easements, all located within Creekside Subdivision Phase 2B, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding all sewer laterals, detention ponds, common areas, sidewalks and any portion of the water system from the water meter to the any residence.

TOGETHER WITH a perpetual, non-exclusive appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Creekside Subdivision, Phase 2B, as

shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

DREAM FINDERS HOMES, LLC,
a Florida limited liability company

By: _____

Name: Talon M. Wagenknecht

Its: Director of Land Development

Signed, sealed and delivered
in the presence of:

Witness - Michael Harrington

Notary Public - Alison Rice

ALISON P CROWE

Notary Public - State of South Carolina

My Commission Expires

March 14, 2034

ACCEPTED AND AGREED TO THIS _____ DAY _____, 2024.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA,

By: _____

Wesley Corbitt
Chairman At Large

Attest: _____

Stephanie Johnson
Effingham County Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

January 25, 2024

Ms. Chelsie Fernald
Senior Planner
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, GA 31329

RE: CREEKSIDE PHASE 2

Construction of the referenced project is nearing completion, and we are preparing for the close-out and platting process. The purpose of this letter is to request approval of the proposed warranty bond amount so that the bond documents can be drafted.

Attached is the contractor's Bid Schedule for Creekside Phase 2. The total cost of improvements for Creekside Phase 2 is \$2,833,976.42. Based on the 10% warranty bonding rate required by Effingham County, the 12-month warranty bond amount would be \$283,397.64.

Please let me know if the warranty bond amount is approved. Thank you for your assistance with this project and let me know if you have any questions or if any additional information is needed for approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Stuart Barney", with a long horizontal line extending to the right.

R. Stuart Barney

V.P. of Land Development
Dream Finders Homes

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER

Village Park Homes, LLC
 4454 Bluffton Park Crescent
 Suite 101
 Bluffton, SC 29910
 Contact: Tim Franks

PROJECT: Creekside Phase II
 Creekside Blvd
 Effingham County, Ga 31312

APPLICATION NO: CP-17

APP. DATE: 10/27/23

PERIOD TO: 10/31/23

CONTRACT FOR: Site Development & Utilities

FROM CONTRACTOR

Eagle Excavation Atlantic LLC
 8102 Old Highway 21 Suite 102
 Port Wentworth, GA 31407

PROJECT NOS:

CONTRACT DATE: 01/31/22

Distribution to:

- OWNER
- ENGINEER
- SUBCONTRACTOR
- OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM \$ 2,359,847.42
2. Net change by Change Orders \$ 474,128.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,833,975.42
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,597,394.75

5. RETAINAGE:
 - a. 10 % of Completed Work \$ 259,739.48
(Column D + E on G703)
 - b. % of Stored Material \$ 0
(Column F on G703)

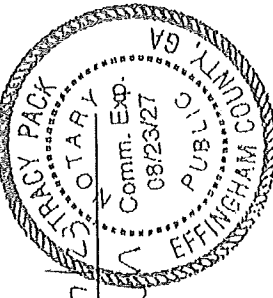
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 259,739.48
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,337,655.27

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Pay Application) \$ 2,238,352.99
8. CURRENT PAYMENT DUE (Line 6 less Line 7) 99,302.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 496,320.15

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	471,088.00	(\$18,200.00)
Total approved this Month	\$	21,240.00	\$0.00
TOTALS		\$492,328.00	(\$18,200.00)
NET CHANGES by Change Order		\$474,128.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR: EAGLE EXCAVATION ATLANTIC LLC



By: Lauren Lavinder Date: 10/27/23
 Lauren Lavinder Accounting Manager
 State of: Georgia County of: Effingham
 Subscribed and sworn to before me: October 27, 2023
 Notary Public: THACU pack
 My Commission expires: 08/23/27

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Engineer:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner, under this Contract.

11-6-2023
 APPROVED: R. STUART BAINES

APPLICATION AND CERTIFICATION FOR PAYMENT											
TO: Creekside Phase II											
FROM: EAGLE EXCAVATION ATLANTIC LLC											
CP-17											
APPLICATION NO: 10/27/23											
PERIOD TO: 10/31/23											
CONTRACTORS PROJECT NO:											
I											
TOTAL COMPLETED AND STORED TO DATE											
A	B	C	D	E	F	G	H	I	J		
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	THIS PERIOD	% (I+F)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)	This Period Net Dbr
General Conditions											
1	Staking and Control for Our Scope of Work	1	Ls.	\$ 29,741.25	\$ 29,741.25	\$ 26,870.38	\$ 2,870.87	100.00%	\$ -	\$ 2,974.13	\$ 2,583.78
1	As-built	1	Ls.	\$ 31,647.00	\$ 31,647.00	\$ -	\$ -	0.00%	\$ 31,647.00	\$ -	\$ -
1	Temp Water and Meter Fee	1	Ls.	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ -	100.00%	\$ -	\$ 110.00	\$ -
1	Mobilization	1	Ls.	\$ 12,000.00	\$ 12,000.00	\$ 10,800.00	\$ -	90.00%	\$ 1,200.00	\$ 1,080.00	\$ -
1	Pond Dewatering	1	Ls.	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	100.00%	\$ -	\$ 800.00	\$ -
	Subtotal			\$ 82,488.25	\$ 82,488.25	\$ 46,770.38	\$ 2,870.87	60.18%	\$ 32,847.00	\$ 4,964.13	\$ 2,583.78
Erosion Control											
2	Construction Exit	2	Ea.	\$ 3,500.00	\$ 7,000.00	\$ -	\$ -	100.00%	\$ -	\$ 700.00	\$ -
20	SD2-F	20	Ea.	\$ 200.00	\$ 4,000.00	\$ 4,000.00	\$ -	100.00%	\$ -	\$ 400.00	\$ -
20	SD2-P	20	Ea.	\$ 200.00	\$ 4,000.00	\$ 4,000.00	\$ -	100.00%	\$ -	\$ 400.00	\$ -
17,550	SD1-S	17,550	Lf.	\$ 3.25	\$ 57,037.50	\$ 57,037.50	\$ -	100.00%	\$ -	\$ 5,703.75	\$ -
NPDIES Temp. Grassing Compliance and Dust Control											
16.0	Concrete Washout(No Maintenance)	2	Ea.	\$ 900.00	\$ 1,800.00	\$ 14,400.00	\$ -	100.00%	\$ -	\$ 1,440.00	\$ -
1	Sk-Skimmer	1	Ea.	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ -	100.00%	\$ -	\$ 300.00	\$ -
140	Rip Rap- Spillway	140	Tn	\$ 90.00	\$ 12,600.00	\$ 12,600.00	\$ -	100.00%	\$ -	\$ 1,260.00	\$ -
175	Rip Rap at Pipe Ends	175	Tn	\$ 90.00	\$ 15,750.00	\$ 4,500.00	\$ 5,850.00	100.00%	\$ -	\$ 1,035.00	\$ 5,265.00
	Subtotal			\$ 116,387.50	\$ 116,387.50	\$ 103,537.50	\$ 12,850.00	100.00%	\$ -	\$ 11,638.75	\$ 11,665.00
Clearing & Demolition											
16	Cleaning and Burn	16	Ac	\$ 6,930.00	\$ 110,880.00	\$ 110,880.00	\$ -	100.00%	\$ -	\$ 11,088.00	\$ -
	Subtotal			\$ 110,880.00	\$ 110,880.00	\$ 110,880.00	\$ -	100.00%	\$ -	\$ 11,088.00	\$ -
Grading											
16,000	Topsoil to Non Structural Borrow from Onsite Pits	16,000	Cy	\$ 3.75	\$ 60,000.00	\$ -	\$ -	100.00%	\$ -	\$ 6,000.00	\$ -
20,000	Cut To Fill Onsite	20,000	Cy	\$ 4.55	\$ 91,000.00	\$ 90,500.00	\$ -	99.45%	\$ 500.00	\$ 9,050.00	\$ -
14,000	Grade for Curb	14,000	Cy	\$ 3.75	\$ 52,500.00	\$ 52,500.00	\$ -	100.00%	\$ -	\$ 5,250.00	\$ -
6,540	Grade for Stone Base	6,540	Lf	\$ 1.80	\$ 11,772.00	\$ 11,772.00	\$ -	100.00%	\$ -	\$ 1,177.20	\$ 3,564.00
8,780	Grade Site ROW & Common Area	8,780	Sy	\$ 1.50	\$ 13,170.00	\$ 13,170.00	\$ -	100.00%	\$ -	\$ 1,317.00	\$ 5,103.00
31,446	Grade Pads & Lots	31,446	Sy	\$ 0.75	\$ 23,584.17	\$ 7,500.00	\$ 7,500.00	83.60%	\$ 8,584.17	\$ 1,500.00	\$ 6,750.00
36,500	Sanitary Sewer System	36,500	Sy	\$ 1.00	\$ 36,500.00	\$ 25,550.00	\$ 5,000.00	83.70%	\$ 5,950.00	\$ 3,055.00	\$ 4,500.00
	Subtotal			\$ 288,526.17	\$ 288,526.17	\$ 221,330.00	\$ 27,349.20	94.79%	\$ 15,034.17	\$ 27,349.20	\$ 19,917.00
Sanitary Sewer System											
2	Connect 8" Sewer Stub	2	Ea	\$ 4,745.00	\$ 9,490.00	\$ 9,490.00	\$ -	100.00%	\$ -	\$ 949.00	\$ -
500	8" PVC SDR26(0-6 Vt)	500	Lf	\$ 30.00	\$ 15,000.00	\$ 15,000.00	\$ -	100.00%	\$ -	\$ 1,500.00	\$ -
740	8" PVC SDR26(6-8 Vt)	740	Lf	\$ 31.00	\$ 22,940.00	\$ 22,940.00	\$ -	100.00%	\$ -	\$ 2,294.00	\$ -
275	8" PVC SDR26(8-10 Vt)	275	Lf	\$ 33.00	\$ 9,075.00	\$ 9,075.00	\$ -	100.00%	\$ -	\$ 907.50	\$ -
620	8" PVC SDR26(10-12 Vt)	620	Lf	\$ 35.00	\$ 21,700.00	\$ 21,700.00	\$ -	100.00%	\$ -	\$ 2,170.00	\$ -
1,050	8" PVC SDR26(12-14 Vt)	1,050	Lf	\$ 37.00	\$ 38,850.00	\$ 38,850.00	\$ -	100.00%	\$ -	\$ 3,885.00	\$ -
89	Service Connections & Fittings	89	Ea	\$ 414.00	\$ 36,846.00	\$ 36,846.00	\$ -	100.00%	\$ -	\$ 3,684.60	\$ -
2,300	4" PVC Service Lateral	2,300	Lf	\$ 17.50	\$ 40,250.00	\$ 40,250.00	\$ -	100.00%	\$ -	\$ 4,025.00	\$ -
89	Service Cleanouts	89	Ea	\$ 364.00	\$ 32,396.00	\$ 32,396.00	\$ -	100.00%	\$ -	\$ 3,239.60	\$ -
5	Sanitary Manhole(0-6 Vt)	5	Ea	\$ 2,565.00	\$ 12,825.00	\$ 12,825.00	\$ -	100.00%	\$ -	\$ 1,282.50	\$ -
3	Sanitary Manhole(6-8 Vt)	3	Ea	\$ 2,795.00	\$ 8,385.00	\$ 8,385.00	\$ -	100.00%	\$ -	\$ 838.50	\$ -
3	Sanitary Manhole(8-10 Vt)	3	Ea	\$ 2,973.00	\$ 8,919.00	\$ 8,919.00	\$ -	100.00%	\$ -	\$ 891.90	\$ -
4	Sanitary Manhole(10-12 Vt)	4	Ea	\$ 3,381.00	\$ 13,524.00	\$ 13,524.00	\$ -	100.00%	\$ -	\$ 1,352.40	\$ -
3	Sanitary Manhole(12-14 Vt)	3	Ea	\$ 4,016.00	\$ 12,048.00	\$ 12,048.00	\$ -	100.00%	\$ -	\$ 1,204.80	\$ -
1	Sanitary Manhole(12-14 Vt) Drop	1	Ea	\$ 5,074.00	\$ 5,074.00	\$ 5,074.00	\$ -	100.00%	\$ -	\$ 507.40	\$ -
1	Sanitary Manhole(14-16 Vt) Drop	1	Ea	\$ 5,328.00	\$ 5,328.00	\$ 5,328.00	\$ -	100.00%	\$ -	\$ 532.80	\$ -
20	Top & Inverts	20	Ea	\$ 446.00	\$ 8,920.00	\$ 8,920.00	\$ -	100.00%	\$ -	\$ 892.00	\$ -
1,115	Stone Bedding	1,115	Tn	\$ 51.00	\$ 56,865.00	\$ 56,865.00	\$ -	100.00%	\$ -	\$ 5,686.50	\$ -
5,485	Testing	5,485	Lf	\$ 2.50	\$ 13,712.50	\$ -	\$ 5,000.00	36.46%	\$ 8,712.50	\$ 500.00	\$ 4,500.00

APPLICATION AND CERTIFICATION FOR PAYMENT		APPLICATION NO:		CP-17					
TO: Creekside Phase II		APPLICATION DATE:		10/27/23					
		PERIOD TO:		10/31/23					
FROM: EAGLE EXCAVATION ATLANTIC LLC		CONTRACTOR'S PROJECT NO:		I					
A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE	% (I+J)
Subtotal \$ 372,147.50 \$ 5,000.00 \$ 363,435.00 97.66% \$ 8,712.50 \$ 36,343.50 \$ 4,500.00									
Storm Drainage System									
940	18" RCP	Lf.		\$ 40.00	\$ 37,600.00	\$ -	\$ 37,600.00	\$ -	100.00%
970	24" RCP	Lf.		\$ 54.00	\$ 52,380.00	\$ -	\$ 52,380.00	\$ -	100.00%
350	30" RCP	Lf.		\$ 75.00	\$ 26,250.00	\$ -	\$ 26,250.00	\$ -	100.00%
210	36" RCP	Lf.		\$ 95.00	\$ 19,950.00	\$ -	\$ 19,950.00	\$ -	100.00%
430	48" RCP	Lf.		\$ 147.00	\$ 63,210.00	\$ -	\$ 63,210.00	\$ -	100.00%
34	24" HDPE	Lf.		\$ 64.00	\$ 2,176.00	\$ -	\$ 2,176.00	\$ -	100.00%
1	18" FES	Ea		\$ 1,072.00	\$ 1,072.00	\$ -	\$ 1,072.00	\$ -	100.00%
1	24" FES	Ea		\$ 1,204.00	\$ 1,204.00	\$ -	\$ 1,204.00	\$ -	100.00%
1	30" FES	Ea		\$ 1,431.00	\$ 1,431.00	\$ -	\$ 1,431.00	\$ -	100.00%
1	48" FES	Ea		\$ 4,015.00	\$ 4,015.00	\$ -	\$ 4,015.00	\$ -	100.00%
2,000	6" Subgrade Drain/W #57(100 LF Per Curb Inlet)	Lf.		\$ 26.00	\$ 52,000.00	\$ -	\$ 52,000.00	\$ -	100.00%
20	Curb Inlets	Ea		\$ 3,470.00	\$ 69,400.00	\$ -	\$ 69,400.00	\$ -	100.00%
9	Storm Manholes	Ea		\$ 3,575.00	\$ 32,175.00	\$ -	\$ 32,175.00	\$ -	100.00%
1	Outlet Control Structures	Ea		\$ 3,462.00	\$ 3,462.00	\$ -	\$ 3,462.00	\$ -	100.00%
270	8"x3" Box Culvert	Lf		\$ 615.00	\$ 166,050.00	\$ -	\$ 166,050.00	\$ -	100.00%
4	End Walls for Culverts(Cast in Place)	Ea		\$ 26,354.00	\$ 105,416.00	\$ -	\$ 105,416.00	\$ -	100.00%
66	Retaining Wall(Cast in Place)	Lf		\$ 200.00	\$ 13,200.00	\$ -	\$ 13,200.00	\$ -	100.00%
30	Top & Inverts	Ea		\$ 446.00	\$ 13,380.00	\$ -	\$ 13,380.00	\$ -	100.00%
2,934	Testing	Lf.		\$ 2.50	\$ 7,335.00	\$ -	\$ 7,335.00	\$ -	100.00%
Subtotal \$ 671,706.00 \$ 3,750.00 \$ 602,921.00 89.76% \$ 60,292.10 \$ 3,375.00 \$ 3,375.00									
Water System									
2	Connect To Existing 12" Main	Ea		\$ 6,500.00	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	100.00%
760	6" PVC C900 Water	Lf.		\$ 30.00	\$ 22,800.00	\$ -	\$ 22,800.00	\$ -	100.00%
1,780	8" PVC C900 Water	Lf.		\$ 40.00	\$ 71,200.00	\$ -	\$ 71,200.00	\$ -	100.00%
320	12" PVC C900 Water	Lf.		\$ 72.00	\$ 23,040.00	\$ -	\$ 23,040.00	\$ -	100.00%
80	8" DIP Water	Lf.		\$ 53.00	\$ 4,240.00	\$ -	\$ 4,240.00	\$ -	100.00%
20	12" DIP Water	Lf.		\$ 73.00	\$ 1,460.00	\$ -	\$ 1,460.00	\$ -	100.00%
3,800	1" CTS Tubing(Domestic Services)	Lf.		\$ 13.50	\$ 51,300.00	\$ -	\$ 51,300.00	\$ -	100.00%
2	6" Offset at Storm Crossing	Ea		\$ 2,532.00	\$ 5,064.00	\$ -	\$ 5,064.00	\$ -	100.00%
4	8" Offset at Storm Crossing	Ea		\$ 3,639.00	\$ 14,556.00	\$ -	\$ 14,556.00	\$ -	100.00%
1	12" Offset at Storm Crossing	Ea		\$ 3,475.00	\$ 3,475.00	\$ -	\$ 3,475.00	\$ -	100.00%
1	Fittings	Ls.		\$ 20,343.00	\$ 20,343.00	\$ -	\$ 20,343.00	\$ -	100.00%
1	Pipe Restraints	Ls.		\$ 10,647.00	\$ 10,647.00	\$ -	\$ 10,647.00	\$ -	100.00%
7	Fire Hydrant	Ea		\$ 5,089.00	\$ 35,623.00	\$ -	\$ 35,623.00	\$ -	100.00%
2	6" Gate Valve in Box	Ea		\$ 1,728.00	\$ 3,456.00	\$ -	\$ 3,456.00	\$ -	100.00%
3	8" Gate Valve in Box	Ea		\$ 2,207.00	\$ 6,621.00	\$ -	\$ 6,621.00	\$ -	100.00%
2	12" Gate Valve in Box	Ea		\$ 3,488.00	\$ 6,976.00	\$ -	\$ 6,976.00	\$ -	100.00%
88	1" Water Service Connections	Ea		\$ 596.00	\$ 52,448.00	\$ -	\$ 52,448.00	\$ -	100.00%
3	Blowoff	Ea		\$ 1,742.00	\$ 5,226.00	\$ -	\$ 5,226.00	\$ -	100.00%
7	Adjust Tops	Ea		\$ 250.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	100.00%
6,760	Testing	Ls.		\$ 2.25	\$ 15,210.00	\$ -	\$ 15,210.00	\$ -	100.00%
Subtotal \$ 368,435.00 \$ 7,425.00 \$ 360,650.00 97.89% \$ 7,785.00 \$ 36,065.00 \$ 6,682.50									
Base/Paving/Concrete									
8,780	7.5" GABC(SD Paving Area)	Sy		\$ 19.25	\$ 169,015.00	\$ 32,340.00	\$ 169,015.00	\$ -	100.00%
8,780	Prime Coat	Sy		\$ 1.25	\$ 10,975.00	\$ -	\$ 10,975.00	\$ -	0.00%
8,780	1.5" Asphalt Surface(SD Paving Area)	Sy		\$ 9.50	\$ 83,410.00	\$ -	\$ 83,410.00	\$ -	0.00%
6,540	18" Roll Curb & Gutter	Lf		\$ 11.75	\$ 76,845.00	\$ 52,875.00	\$ 23,970.00	\$ 76,845.00	100.00%
8	ADA Ramps	Ea		\$ 1,129.00	\$ 9,032.00	\$ -	\$ 9,032.00	\$ -	0.00%
Subtotal \$ 349,277.00 \$ 56,310.00 \$ 245,860.00 70.39% \$ 103,417.00 \$ 24,586.00 \$ 50,679.00									

APPLICATION AND CERTIFICATION FOR PAYMENT									
TO: Creekside Phase II		APPLICATION NO: CP-17		APPLICATION DATE: 10/27/23		PERIOD TO: 10/31/23			
FROM: EAGLE EXCAVATION ATLANTIC LLC		CONTRACTOR'S PROJECT NO: I		TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH (C-G)		RETAINAGE (IF VARIABLE RATE)	
A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	QUANTITY VALUE	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	COMPLETED THIS PERIOD	% (I+J)	This Period Net Due
	Change Orders								
	CO#1 Import Fill Roadway	7,800.00	CY	18.80	146,640.00	146,640.00		100.00%	\$ 14,664.00
	CO#1 Credit to Borrow from Onsite Pits Roadway	(4,000.00)	CY	4.55	(18,200.00)	(18,200.00)		100.00%	\$ (1,820.00)
	CO#1 Cut to fill Onsite	4,000.00	CY	3.75	15,000.00	15,000.00		100.00%	\$ 1,500.00
	CO#2 Additional Fill Import	5,000.00	CY	18.80	94,000.00	94,000.00		100.00%	\$ 9,400.00
	CO#3 Import Structural Fill	5,000.00	CY	18.80	94,000.00	94,000.00		100.00%	\$ 9,400.00
	CO#4 Additional Import Fill	6,460.00	CY	18.80	121,448.00	121,448.00		100.00%	\$ 12,144.80
	CO#5 Conduit				21,240.00	21,240.00		100.00%	\$ 2,124.00
	Subtotal				\$ 474,128.00	\$ 474,128.00		100.00%	\$ 47,412.80
					\$ 2,833,376.42	\$ 2,487,058.88		91.65%	\$ 259,739.48
					Total This Period \$ 110,335.87	\$ 2,597,394.75		91.65%	\$ 236,580.67
								Retainage held 10% \$ 11,033.59	
								Net Amount due Sub \$ 99,302.28	

88CRKSD2 CREEKSIDE PHASE 2 MANDRAKE
8EAGLEEXC
1025 SITE CONTRACT

CONTRACTOR'S WAIVER AND RELEASE OF LIEN – CONDITIONAL

(To Accompany Each Application For Progress Payment)

CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, upon receipt of payment in the amount of \$ \$99,302.28, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through October 31, 2023, ("Waiver Date") to [insert the Name of the Owner] Village Park Homes LLC ("Owner") to the following property:

Creekside Ph II Guyton, GA 31322 ("Property")

[insert the description of the Property]

Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above referenced payment for all labor, services or material provided through the Waiver Date.

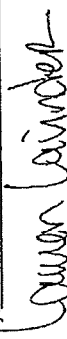
Lienor, upon receipt of the above-referenced payment, waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Lienor ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Lienor's Work at the Property through the Waiver Date. This waiver and release does not cover any retention or labor, services, or materials furnished after the Waiver Date.

Lienor acknowledges and agrees that this Progress Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Progress Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns upon Lienor's receipt of the above referenced payment.

Dated: October 27th, 2023

Lienor: Eagle Excavation Atlantic, LLC

By:


Lauren Lavinder, Accounting Manager

8102 Old Hwy 21, Suite 102
Fort Wentworth, GA 31407