

Staff Report

Subject: Final Plat Approval (Second District)
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: February 6, 2024
Item Description: Stuart Barney, requests approval of the final plat and infrastructure agreement for Creekside Phase 2A. Map #436 Parcel# 46 & 46A

Summary Recommendation

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

Executive Summary/Background

- Dream Finders Homes contractors have built roads and drainage infrastructure for Phase 2A of Creekside in order to sell the 155 lots in this PD subdivision.
- Effingham County will provide water & Sewer service.
- EOM inspected all roads, right-of-ways, and drainage infrastructure that is being dedicated to the county and has requested a 2nd Inspection to verify the installation of the Signage and Striping.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. GIS Staff has requested some changes be made to the Final Plat.
- Our County Engineer has reviewed the Warranty Bond Recommendation, which is correct.
- Staff has received a digital copy of the Letter of Credit for the Performance Bond for the construction of the Fence between this phase of Creekside and the existing Park West Phase 2.
- Development Services has not received the Bond as of 1/26/24.
- The County Attorney has reviewed and approved the warranty deed and infrastructure agreement with changes.
- Staff has been in communication with the applicant to receive the corrected Plat.

Alternatives

1. **Approve** the final plat and infrastructure agreement for Creekside Phase 2A, and accept the roads and drainage infrastructure identified in the warranty deed with the following conditions:
 - a. The applicant submits a corrected Final Plat.

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 2A
2. Warrant Deed
3. Bond

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Table with columns: LINE NO., DIRECTION, LENGTH. Contains line tables for the left side of the subdivision.

Table with columns: LINE NO., DIRECTION, LENGTH. Contains line tables for the middle-left side of the subdivision.

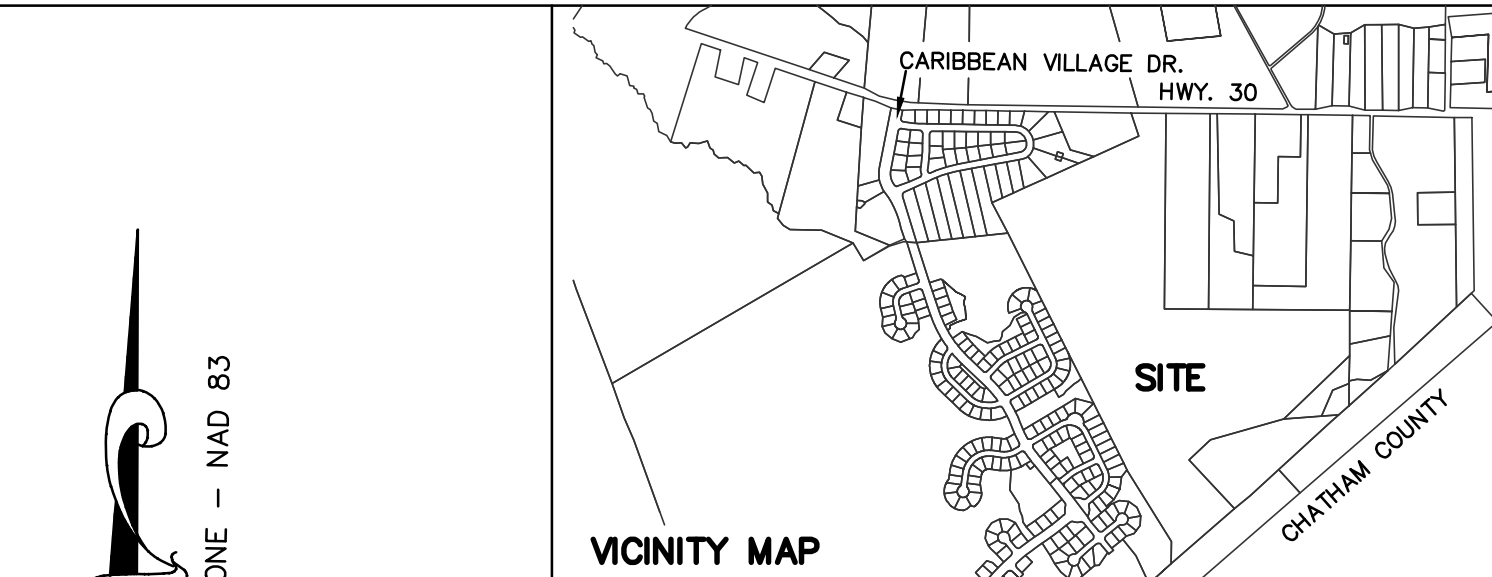
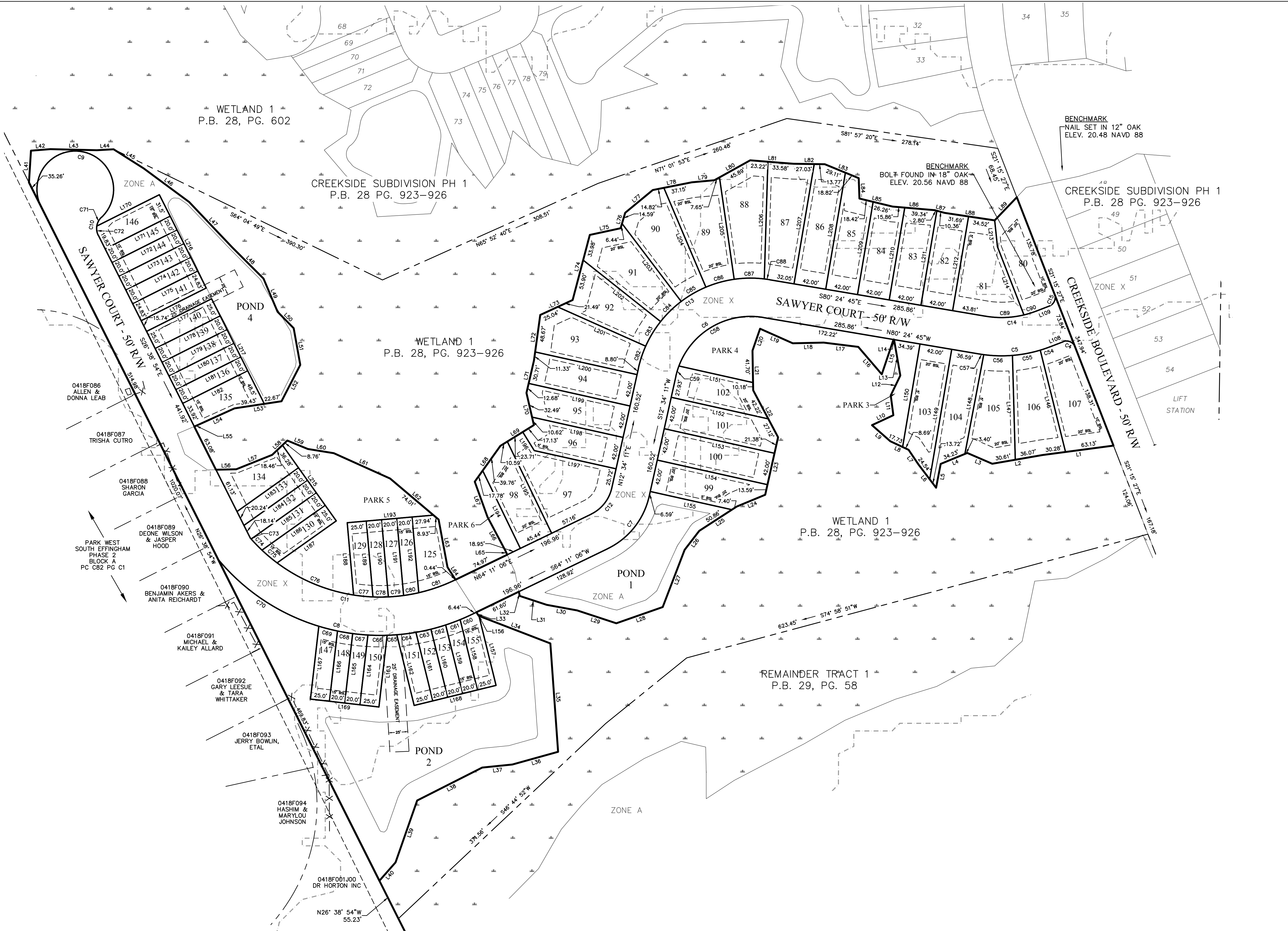
Table with columns: LINE NO., DIRECTION, LENGTH. Contains line tables for the middle-right side of the subdivision.

Table with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Contains curve data for the left side.

Table with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Contains curve data for the middle.

Table with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Contains curve data for the right side.

Table with columns: CURVE NO., DELTA, ARC, RADIUS, TANGENT, CHORD DIR., CHORD. Contains curve data for the bottom-right section.



NOTES: 1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 1310300360E, EFFECTIVE DATE MARCH 16, 2015, PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN THE 100-YEAR FLOOD PLAIN...

Parcel Table with columns: LOT, ACRES, SQ. FT. for lots 80 through 99.

Parcel Table with columns: LOT, ACRES, SQ. FT. for lots 1 through 6.

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...

WITNESS: VILLAGE PARK HOMES CORPORATE NAME

WITNESS: OWNER

THE SUBDIVISION PLAN 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...

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 PLAN HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS CHANGES TO THE PUBLIC RECORDS...

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

PLAT DATE: JULY 11, 2023 FIELD DATE: FEBRUARY 2021

ERROR OF CLOSURE: FIELD - 1/85,548 ERROR OF CLOSURE: PLAT - 1/542,778

REVISIONS: JOB NO. SCALE: 1" = 60'

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

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 **VILLAGE PARK HOMES, LLC**, a South Carolina 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 herby 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 2A, 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 “Sawyer Court” on that certain Final Plat of Phase 2A 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 2A, 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, **side walks**, 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 2A, 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.

VILLAGE PARK HOMES, LLC,
a South Carolina limited liability company

By: _____

Name: _____

Its: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

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,



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

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)

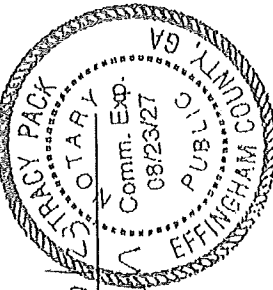
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 259,739.48
6. TOTAL EARNED LESS RETAINAGE \$ 2,337,655.27
(Line 4 Less Line 5 Total)

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: Debra C. 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		APPLICATION NO. CP-17		APPLICATION DATE: 10/27/23		PERIOD TO: 10/31/23		RETAINAGE (IF VARIABLE RATE)		This Period Net Dbr	
TO: Creekside Phase II		EAGLE EXCAVATION ATLANTIC LLC		CONTRACTORS PROJECT NO. I		TOTAL COMPLETED AND STORED TO DATE		BALANCE TO FINISH (C-G)			
A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	% (I+J)			
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	\$ 1,200.00	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	\$ 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)	16.0	Acres	\$ 900.00	\$ 14,400.00	\$ 14,400.00	\$ -	100.00%	\$ -	\$ 1,440.00	\$ -
2	Sk-Skimmer	2	Ea.	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ -	100.00%	\$ -	\$ 300.00	\$ -
1	Rip Rap- Spillway	1	Ea.	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	100.00%	\$ -	\$ 400.00	\$ -
140	Rip Rap at Pipe Ends	140	Tn	\$ 90.00	\$ 12,600.00	\$ 12,600.00	\$ -	100.00%	\$ -	\$ 1,260.00	\$ -
175		175	Tn	\$ 90.00	\$ 15,750.00	\$ 15,750.00	\$ -	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	\$ 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	\$ 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	\$ 23,584.17	\$ 8,584.17	83.60%	\$ 8,584.17	\$ 1,500.00	\$ 6,750.00
36,500		36,500	Sy	\$ 1.00	\$ 36,500.00	\$ 35,500.00	\$ 1,000.00	83.70%	\$ 5,950.00	\$ 3,055.00	\$ 4,500.00
	Subtotal			\$ 288,526.17	\$ 288,526.17	\$ 251,362.60	\$ 22,130.00	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 V)	500	Lf	\$ 30.00	\$ 15,000.00	\$ 15,000.00	\$ -	100.00%	\$ -	\$ 1,500.00	\$ -
740	8" PVC SDR26(6-8 V)	740	Lf	\$ 31.00	\$ 22,940.00	\$ 22,940.00	\$ -	100.00%	\$ -	\$ 2,294.00	\$ -
275	8" PVC SDR26(8-10 V)	275	Lf	\$ 33.00	\$ 9,075.00	\$ 9,075.00	\$ -	100.00%	\$ -	\$ 907.50	\$ -
620	8" PVC SDR26(10-12 V)	620	Lf	\$ 35.00	\$ 21,700.00	\$ 21,700.00	\$ -	100.00%	\$ -	\$ 2,170.00	\$ -
1,050	8" PVC SDR26(12-14 V)	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 V)	5	Ea	\$ 2,565.00	\$ 12,825.00	\$ 12,825.00	\$ -	100.00%	\$ -	\$ 1,282.50	\$ -
3	Sanitary Manhole(6-8 V)	3	Ea	\$ 2,795.00	\$ 8,385.00	\$ 8,385.00	\$ -	100.00%	\$ -	\$ 838.50	\$ -
3	Sanitary Manhole(8-10 V)	3	Ea	\$ 2,973.00	\$ 8,919.00	\$ 8,919.00	\$ -	100.00%	\$ -	\$ 891.90	\$ -
4	Sanitary Manhole(10-12 V)	4	Ea	\$ 3,381.00	\$ 13,524.00	\$ 13,524.00	\$ -	100.00%	\$ -	\$ 1,352.40	\$ -
3	Sanitary Manhole(12-14 V)	3	Ea	\$ 4,016.00	\$ 12,048.00	\$ 12,048.00	\$ -	100.00%	\$ -	\$ 1,204.80	\$ -
1	Sanitary Manhole(12-14 V) Drop	1	Ea	\$ 5,074.00	\$ 5,074.00	\$ 5,074.00	\$ -	100.00%	\$ -	\$ 507.40	\$ -
1	Sanitary Manhole(14-16 V) 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:						
A	B	C	D	E	F	G	H	
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT OF MEASURE	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	TOTAL COMPLETED AND STORED TO DATE	
		VALUE				(D+E)		
							% (I+F)	
							BALANCE TO FINISH (C-G)	
							RETAINAGE (IF VARIABLE RATE)	
							This Period Net Due	
Storm Drainage System								
940	18" RCP	Lf.		\$ 40.00	\$ 37,600.00	\$ -	\$ 37,600.00	\$ 3,760.00
970	24" RCP	Lf.		\$ 54.00	\$ 52,380.00	\$ -	\$ 52,380.00	\$ 5,238.00
350	30" RCP	Lf.		\$ 75.00	\$ 26,250.00	\$ -	\$ 26,250.00	\$ 2,625.00
210	36" RCP	Lf.		\$ 95.00	\$ 19,950.00	\$ -	\$ 19,950.00	\$ 1,995.00
430	48" RCP	Lf.		\$ 147.00	\$ 63,210.00	\$ -	\$ 63,210.00	\$ 6,321.00
34	24" HDPE	Lf.		\$ 64.00	\$ 2,176.00	\$ -	\$ 2,176.00	\$ 217.60
1	18" FES	Ea		\$ 1,072.00	\$ 1,072.00	\$ -	\$ 1,072.00	\$ 107.20
1	24" FES	Ea		\$ 1,204.00	\$ 1,204.00	\$ -	\$ 1,204.00	\$ 120.40
1	30" FES	Ea		\$ 1,431.00	\$ 1,431.00	\$ -	\$ 1,431.00	\$ 143.10
1	48" FES	Ea		\$ 4,015.00	\$ 4,015.00	\$ -	\$ 4,015.00	\$ 401.50
2,000	6" Subgrade Drain/W #57(100 LF Per Curb Inlet)	Lf.		\$ 26.00	\$ 52,000.00	\$ -	\$ 52,000.00	\$ -
20	Curb Inlets	Ea		\$ 3,470.00	\$ 69,400.00	\$ -	\$ 69,400.00	\$ 6,940.00
9	Storm Manholes	Ea		\$ 3,575.00	\$ 32,175.00	\$ -	\$ 32,175.00	\$ 3,217.50
1	Outlet Control Structures	Ea		\$ 3,462.00	\$ 3,462.00	\$ -	\$ 3,462.00	\$ 346.20
270	8"x3" Box Culvert	Lf.		\$ 615.00	\$ 166,050.00	\$ -	\$ 166,050.00	\$ 16,605.00
4	End Walls for Culverts(Cast in Place)	Ea		\$ 26,354.00	\$ 105,416.00	\$ -	\$ 105,416.00	\$ 10,541.60
66	Retaining Wall(Cast in Place)	Lf.		\$ 200.00	\$ 13,200.00	\$ -	\$ 13,200.00	\$ -
30	Top & Inverts	Ea		\$ 446.00	\$ 13,380.00	\$ -	\$ 13,380.00	\$ 1,338.00
2,934	Testing	Lf.		\$ 2.50	\$ 7,335.00	\$ -	\$ 7,335.00	\$ -
Subtotal				\$ 671,706.00	\$ 671,706.00	\$ 599,171.00	\$ 602,921.00	\$ 60,292.10
Water System								
2	Connect To Existing 12" Main	Ea		\$ 6,500.00	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 1,300.00
760	6" PVC C900 Water	Lf.		\$ 30.00	\$ 22,800.00	\$ -	\$ 22,800.00	\$ 2,280.00
1,780	8" PVC C900 Water	Lf.		\$ 40.00	\$ 71,200.00	\$ -	\$ 71,200.00	\$ 7,120.00
320	12" PVC C900 Water	Lf.		\$ 72.00	\$ 23,040.00	\$ -	\$ 23,040.00	\$ 2,304.00
80	8" DIP Water	Lf.		\$ 53.00	\$ 4,240.00	\$ -	\$ 4,240.00	\$ 424.00
20	12" DIP Water	Lf.		\$ 73.00	\$ 1,460.00	\$ -	\$ 1,460.00	\$ 146.00
3,800	1" CTS Tubing(Domestic Services)	Lf.		\$ 13.50	\$ 51,300.00	\$ -	\$ 51,300.00	\$ 5,130.00
2	6" Offset at Storm Crossing	Ea		\$ 2,532.00	\$ 5,064.00	\$ -	\$ 5,064.00	\$ 506.40
4	8" Offset at Storm Crossing	Ea		\$ 3,639.00	\$ 14,556.00	\$ -	\$ 14,556.00	\$ 1,455.60
1	12" Offset at Storm Crossing	Ea		\$ 3,475.00	\$ 3,475.00	\$ -	\$ 3,475.00	\$ 347.50
1	Fittings	Ls.		\$ 20,343.00	\$ 20,343.00	\$ -	\$ 20,343.00	\$ 2,034.30
7	Pipe Restraints	Ea		\$ 10,647.00	\$ 10,647.00	\$ -	\$ 10,647.00	\$ 1,064.70
2	Fire Hydrant	Ea		\$ 5,089.00	\$ 35,623.00	\$ -	\$ 35,623.00	\$ 3,562.30
3	6" Gate Valve in Box	Ea		\$ 1,728.00	\$ 3,456.00	\$ -	\$ 3,456.00	\$ 345.60
2	8" Gate Valve in Box	Ea		\$ 2,207.00	\$ 6,621.00	\$ -	\$ 6,621.00	\$ 662.10
2	12" Gate Valve in Box	Ea		\$ 3,488.00	\$ 6,976.00	\$ -	\$ 6,976.00	\$ 697.60
88	1" Water Service Connections	Ea		\$ 596.00	\$ 52,448.00	\$ -	\$ 52,448.00	\$ 5,244.80
3	Blowoff	Ea		\$ 1,742.00	\$ 5,226.00	\$ -	\$ 5,226.00	\$ 522.60
7	Adjust Tops	Ea		\$ 250.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ 175.00
6,760	Testing	Ls.		\$ 2.25	\$ 15,210.00	\$ -	\$ 15,210.00	\$ 1,521.00
Subtotal				\$ 368,435.00	\$ 368,435.00	\$ 353,225.00	\$ 360,650.00	\$ 6,682.50
Base/Paving/Concrete								
8,780	7.5" GABC(SD Paving Area)	Sy		\$ 19.25	\$ 169,015.00	\$ 136,675.00	\$ 169,015.00	\$ 16,901.50
8,780	Prime Coat	Sy		\$ 1.25	\$ 10,975.00	\$ -	\$ 10,975.00	\$ -
8,780	1.5" Asphalt Surface(SD Paving Area)	Sy		\$ 9.50	\$ 83,410.00	\$ -	\$ 83,410.00	\$ 8,341.00
6,540	18" Roll Curb & Gutter	Lf		\$ 11.75	\$ 76,845.00	\$ 52,875.00	\$ 76,845.00	\$ 7,684.50
8	ADA Ramps	Ea		\$ 1,129.00	\$ 9,032.00	\$ -	\$ 9,032.00	\$ -
Subtotal				\$ 349,277.00	\$ 349,277.00	\$ 189,550.00	\$ 245,860.00	\$ 24,586.00
Overall Subtotal				\$ 1,389,418.00	\$ 1,389,418.00	\$ 1,141,946.00	\$ 1,210,431.00	\$ 127,487.00
Grand Total				\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -

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
					\$ 2,333,376.42	\$ 2,487,058.88		91.65%	\$ 259,739.48
					Total This Period \$ 110,335.87	\$ 2,597,394.75		100.00%	\$ 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