

# **DEVELOPMENT, PERFORMANCE AND MAINTENANCE SURETY AGREEMENT**

## **GEORGIA, WALTON COUNTY**

THIS DEVELOPMENT, PERFORMANCE AND MAINTENANCE SURETY AGREEMENT (“Agreement”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF LOGANVILLE, GEORGIA**, a Municipal Corporation chartered under the laws of the State of Georgia (hereinafter “City”), **AMH DEVELOPMENT, LLC** (hereinafter the “Property Owner”), and **AMERICAN HOMES 4 RENT, LP** (hereinafter the “Developer”).

### **PREAMBLE:**

**WHEREAS**, Property Owner is the owner of that certain real property (together with all improvements now or hereafter located thereon) located in Land Lot 182, of the 4th District, 2nd Section of the City of Loganville, Walton County, Georgia, and being generally known as the Rocky Creek Development, Map/Parcel No.: LG160005 (the “Property”) (a detailed legal description of the same is attached hereto and incorporated herein by reference as Exhibit “A”); and

**WHEREAS**, Developer desires to develop the Property by constructing not more than 131 detached single-family residential units, inclusive of all roads and public utilities on the Property in accordance with City code and other requirements; and

**WHEREAS**, Developer has previously installed approximately 10,739 linear feet of sanitary sewer pipeline for the purpose of servicing the Property with wastewater treatment (the approximate 10,739 linear feet of sanitary sewer pipeline installed by Developer hereinafter referred to as the “Force Main”); and,

**WHEREAS**, Developer has also installed a new pump station to operate the Force Main (the “New Pump Station”); and,

**WHEREAS**, the City, the Property Owner, and the Developer agree upon the following terms to govern the development of the Property; and

**WHEREAS**, the Property Owner and the Developer desire that the City approve the Developer's Final Plat For: Rocky Creek Subdivision dated November 3, 2025, the same being attached hereto as Exhibit "B" (the "Final Plat") prior to the completion of certain remaining conditions; and

**WHEREAS**, the City agrees to allow the Final Plat for the Property to proceed alongside and concurrent with this Agreement to the City Council for approval while the Developer continues to prepare the As-Built Plans for the Property for submission; and

**WHEREAS**, the City desires to approve said Final Plat upon the full execution of this Agreement; and

**WHEREAS**, the Developer agrees to proceed with the development of the Amenity Center contained in Phase 2 of the Property alongside the development of Phase 1 of the Property in accordance with City code and this Agreement; and

**WHEREAS**, the Developer agrees to proceed with the replacement of the damaged half of the fiberglass hood of the enclosure in the New Pump Station; and

**WHEREAS**, the Property Owner, the Developer, and the City agree to proceed with acceptance of the New Pump Station and Force Main according to the following terms; and

**WHEREAS**, the City, the Property Owner, and the Developer are willing to execute this Agreement to verify, achieve and define said purposes; and

**WHEREAS**, this Agreement will become effective upon the execution by all parties and shall be complied with in accordance with its terms.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements hereinafter stated and for the sum of one dollar in hand paid, and for other good and valuable consideration received by the undersigned, the receipt and adequacy being hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **1.**

#### **Development Requirements**

**A) Requirements Generally.**

(1) Developer shall complete any and all specific conditions of this Agreement, as well as comply with all applicable rules, regulations and conditions of the City Ordinances, Development Regulations, Utility Department Specifications, and the City of Loganville Roadway Design and Construction Specifications for the City (collectively, the “Development Standards”), except as where specifically excepted herein, in the development of the Property. In addition to said ordinances and Development Standards for the City, the conditions contained in this Agreement shall apply. If there is a conflict between the Ordinances, the applicable Development Standards for the City and this Agreement, the terms of this Agreement shall control.

(2) Developer acknowledges and agrees that the Maintenance Bond stated in this Agreement is in addition to the standard performance and maintenance bonds required by the City for the Property related to other infrastructure requirements, including but not limited to sidewalks, streets, asphalt topping, sewer lines, water lines, and all other standard infrastructure requirements, and is **not** a supplantation thereof.

**B) Specific Conditions.** The following conditions shall also apply:

**(1) Amenity Center Conditions:**

(a) Developer agrees to build the Amenity Center as shown on the Final Plat in accordance with the zoning conditions originally passed by the City Council. Developer shall be permitted to begin construction on any homes located on the Property for which it has properly pulled building permits for regardless of the status of completion of the Amenity Center.

(b) City agrees to approve up to a total of 30 Certificates of Occupancy for single family homes on the Property before the construction of the Amenity Center is complete. Remaining Certificates of Occupancy for single family homes on the Property will only be issued after completion of the Amenity Center, and issuance of the Certificate of Occupancy for said Amenity Center.

(c) City acknowledges that it is obligated to provide review of all submissions related to the Property within 30 calendar days (exclusive of City and Federal holidays) and will use its best efforts to expedite review of all submissions by Developer relating to the Property.

(d) Following the approval of the Final Plat by the City Council, the City will use its best efforts to expedite review of 15 building permits for lots in Phase 1 of the Property, with a goal of reviewing 15 building permits and issuing approvals or comments thereupon within 15 business days following the City Council's approval of the Final Plat.

(2) **New Pump Station Conditions:**

As the acceptance of the New Pump Station and Force Main that will serve the Property will require coordination between the City and the Developer, each party agrees to the following terms for that acceptance:

(a) Developer has, or otherwise shall, enter into a contract with a Liquidity Provider rated in the highest short-term rating category by Standard & Poor's Corporation, Moody's Investors Service, or A. M. Best & Company to provide a prepaid, fixed interest surety maintenance bond or irrevocable letter of credit payable to the City, in the amount of One Million and 00/100 Dollars (\$1,000,000), in order to cover costs of repairing any identified deficiencies with respect to New Pump Station and Force Main. Notwithstanding anything set forth herein to the contrary, said maintenance bond shall be



limited solely to ensuring deficiencies with respect to the New Pump Station and Force Main are timely addressed by Developer and shall not otherwise be applicable by the City to any general or routine maintenance of the New Pump Station or Force Main or any other related or unrelated utility systems, lines, equipment and/or other apparatus owned or operated by the City or any third party. Said maintenance bond shall have a term of not less than twenty-four (24) months from the date of acceptance of the Final Plat.

(b) During the twenty-four (24) months after the of acceptance of the Final Plat, Developer shall ensure that any deficiencies identified with respect to New Pump Station and Force Main, if any, are timely addressed to comply with the Development Standards and the terms of this Agreement. If said aforementioned deficiencies, if any, are not timely addressed during that time, then following written notice from the City to the Developer, and a ten (10) day notice and cure period, the City may assume responsibility for addressing such deficiencies with the New Pump Station and Force Main utilizing vendors of its choosing and charge all reasonable amounts incurred against the maintenance bond amount identified hereinabove.

(c) Within 72 business hours of the City's acceptance of the New Pump Station and Force Main, barring any unavoidable delays caused by unworkable weather conditions, the Developer will install the inverts required for the New Pump Station; and

(d) Following installation of the inverts for the New Pump Station, the Developer will produce As-Built Plans for the New Pump Station and the Force Main which properly depict the completed inverts and submit said As-Built Plans to the City.

## **2.**

### **Date of Effectiveness of this Agreement**

This Agreement shall be effective between the parties, their successors and assigns, immediately upon the execution of this Agreement by all parties.

3.

**Previous Written and Oral Statements**

All previous written or transcribed plans, documents, letters, electronic correspondence, notes, minutes and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreement between the parties. The parties agree that time shall be of the essence of this Agreement. This Agreement may be executed in counterparts and each such counterpart, and all counterparts together, shall constitute the original Agreement.

4.

**Amendment and Modification of Agreement**

This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City, the Property Owner, and the Developer.

5.

**Binding Effect**

This Agreement shall be binding upon the undersigned and their agents, heirs, administrators, executors, successors and assigns. The promises and covenants contained within this Agreement shall run with the land. The parties expressly stipulate that there are no third party beneficiaries to this Agreement.

6.

**Captions and Definitions**

Captions, the description headings of the separate articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

"Developer" includes the above-named party responsible for performing the specific conditions of this Agreement, as well as complying with all applicable rules, regulations and conditions of the current Development Standards for the City, except as where specifically excepted herein, in the

development of the Property. "Developer" also includes any assignee or successor in interest of Developer under this Agreement.

All terms used in this Agreement which are not otherwise defined herein shall be defined in the manner prescribed by the Development Standards, as applicable.

7.

**Severability**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

8.

**Applicable Law**

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

9.

**Enforcement**

In the event that Developer, its successors, or its assignees fail to comply with all the aforementioned terms of this Agreement, the Development Standards of the City, the City shall be authorized to refuse certificates of occupancy, construction permits, development permits, and to

terminate construction and development on all parcels located on the Property bordering on the Improvements.

This agreement may be enforced by the Superior Court of the Walton County or any other court having jurisdiction over the same.

**10.**

**Rights Cumulative**

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**11.**

**Indemnification**

Developer for itself and all entities performing work under the terms of this Agreement at Developer's request, hereby specifically promises and warrants to fully indemnify and hold harmless the City, its agents, assigns and/or representatives against any and all claims, causes of action, actions, liens, demands, rights to causes of action, damages and claims of damages sustained, or claimed to have been sustained, on account of any known and unknown personal injuries, deaths and/or property damage occurring during the performance of the work involved in Section 1(A) and Section 1(B) and arising out of or in any way related to the performance of such work, whether or not said claims, causes of action, actions, liens, demands, rights to causes of action or damages may have resulted in whole or in part from the negligent acts or omissions of the Property Owner, and the Developer, their agents, assignees and/or their representatives.

If, prior to the completion of all of the obligations of Developer contained within Section 1(A) and Section 1(B) of this Agreement, a claim is asserted or an action is brought against the City, its agents,

assigns and/or representatives arising out of the obligations of Developer as outlined within each particular Section, Developer will indemnify, save and hold harmless and make good any damage award that may be entered against the City, its agents, assigns and/or representatives including any and all costs of defense, attorneys' fees and all expenses.

The provisions of this section are contractual and are not merely recitals.

## **12.**

### **Insurance**

From the date of execution of this Agreement up and until the completion of all obligations of Developer contained within Section 1(A) and Section 1(B) of this Agreement, Developer shall carry public liability insurance naming the City as an additional insured in a minimum amount of One Million Dollars (\$1,000,000.00) in respect to the aggregate claims arising out of a single occurrence and One Million Dollars (\$1,000,000.00) in property damage. A copy of the policy or a certificate of insurance shall be delivered to the City contemporaneously with the execution of this Agreement and Developer shall supply the City with a renewal policy or certificate prior to the expiration of each renewal or succeeding policy or certificate as requested by the City. Such insurance policy shall provide that the insurer shall not cancel such policy unless such insurer shall deliver to the City notice of such cancellation no later than thirty (30) days prior to the date of such cancellation.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and affixed their seals  
the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**AMH DEVELOPMENT, LLC**

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_.  
[Seal]

Signed, sealed and delivered  
in the presence of:

**AMERICAN HOMES 4 RENT, LP**

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_.  
[Seal]

Signed, sealed and delivered  
in the presence of:

**CITY OF LOGANVILLE, GEORGIA**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Skip Baliles, Mayor  
(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_.  
[Seal]

Attest: \_\_\_\_\_  
Danny Roberts, City Manager  
(CITY SEAL)

# EXHIBIT "A"

**BK:5551 PG:234-242**

Filed and Recorded

Oct-25-2024 03:54 PM

DOC# 2024 - 011310

Real Estate Transfer Tax

Paid: \$ 2887.50

1472024004180

KAREN P. DAVID

CLERK OF SUPERIOR COURT

WALTON COUNTY, GA

Participant ID: 5391045298

After Recording, Return to:

AMH Development, LLC

23975 Park Sorrento, Suite 300

Calabasas, CA 91302

Attn: Legal Department

Tax Parcel Id. Nos.: A portion of LG 160005

Prepared by:

David Levine

Harvest LLP

10940 Wilshire Blvd.

Suite 1600

Los Angeles, CA 90024

## LIMITED WARRANTY DEED

THIS INDENTURE is made as of the 25<sup>th</sup> day of October, 2024, by and between **VPAMH CLAUDE BREWER LB LLC**, a Delaware limited liability company, as party of the first part, hereinafter referred to as "**Grantor**," and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, with an address of 23975 Park Sorrento, Suite 300, Calabasas, California, 91302, as party of the second part, hereinafter referred to as "**Grantee**"; the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural.

## WITNESSETH:

**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 182, 4th District, Walton County, Georgia records, as more particularly described on **Exhibit "A"** attached hereto and incorporated by this reference (the "**Property**"). This conveyance is made subject to the "**Permitted Exceptions**" shown on **Exhibit "B"** attached hereto and incorporated by this reference.

**TO HAVE AND TO HOLD** the Property, together with all improvements thereon and therein, any and all of 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 Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.



IN WITNESS WHEREOF, Grantor has caused this limited warranty deed to be signed and sealed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Cathy B  
Unofficial Witness

Brian Lurie  
Notary Public

My Commission Expires: 1/31/2027

[AFFIX NOTARIAL SEAL]



**GRANTOR:**

**VPAMH CLAUDE BREWER LB LLC,**  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

By: Värde Partners, Inc.  
Its: Manager

By: AG  
Name: Anders Gode  
Title: Managing Director

[SEAL]

**EXHIBIT "A"****Legal Description of Property****TRACT 1**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the northwesterly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Proposed Faulkner Court (60' R/W); thence along the northerly said right-of-way of Proposed Bronte Drive (60' R/W) North 88°02'58" West a distance of 118.51 feet to a point; thence North 88°02'58" West a distance of 115.85 feet to a point; thence with a curve turning to the right with an arc length of 159.88 feet with a radius of 170.00 feet with a chord bearing of North 61°06'25" West with a chord length of 154.05 feet to a point; thence with a compound curve turning to the right with an arc length of 13.31 feet with a radius of 170.00 feet with a chord bearing of North 31°55'16" West with a chord length of 13.31 feet to a point; thence North 29°40'39" West a distance of 86.70 feet to a point; thence North 29°40'39" West a distance of 93.76 feet to a point; thence with a curve turning to the right with an arc length of 6.31 feet with a radius of 25.00 feet with a chord bearing of North 22°27'03" West with a chord length of 6.29 feet to a point; thence with a compound curve turning to the right with an arc length of 25.50 feet with a radius of 25.00 feet with a chord bearing of North 13°59'49" East with a chord length of 24.41 feet to a point; thence with a reverse curve turning to the left with an arc length of 120.39 feet with a radius of 60.00 feet with a chord bearing of North 14°15'48" West with a chord length of 101.19 feet to a point; thence leaving said right-of-way North 18°15'20" East a distance of 13.32 feet to a point; thence North 60°11'21" East a distance of 123.86 feet to a point; thence South 29°48'39" East a distance of 24.00 feet to a point; thence North 60°11'21" East a distance of 178.58 feet to a point on the westerly right-of-way of Proposed Faulkner Court (60' R/W); thence along said right-of-way South 29°48'39" East a distance of 100.00 feet to a point; thence South 29°48'39" East a distance of 100.00 feet to a point; thence South 29°48'39" East a distance of 100.00 feet to a point; thence South 29°48'39" East a distance of 100.00 feet to a point; thence South 29°48'39" East a distance of 18.94 feet to a point; thence with a curve turning to the right with an arc length of 94.24 feet with a radius of 170.00 feet with a chord bearing of South 13°55'48" East with a chord length of 93.04 feet to a point; thence South 01°57'02" West a distance of 47.16 feet to a point; thence with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of South 46°57'02" West with a chord length of 28.28 feet to the **Point of Beginning**.

Said tract contains 3.877 acres or 168,890 square feet.

**TRACT 2**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at the northwesterly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Proposed Faulkner Court (60' R/W); thence along the westerly right-of-way of Proposed Faulkner Court (60' R/W) thence with a curve turning to the left with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of North 46°57'02" East with a chord length of 28.28 feet; to a point; thence North 01°57'02" East a distance of 47.16 feet to a point; thence with a curve turning to the left with an arc length of 94.24 feet with a radius of 170.00 feet with a chord bearing of North 13°55'48" West with a chord length of 93.04 feet to a point; thence North 29°48'39" West a distance of 18.94 feet to a point; thence North 29°48'39" West a distance of 100.00 feet to a point; thence North 29°48'39" West a distance of 100.00 feet to a point; thence North 29°48'39" West a distance of 100.00 feet to a point; thence North 29°48'39" West a distance of 100.00 feet to a point; thence North 29°48'39" West a distance of 75.39 feet to a point; thence with a curve turning to the right with an arc length of 27.45 feet with a radius of 330.00 feet with a chord bearing of North 27°25'41" West with a chord length of 27.44 feet to a point and the **Point of Beginning**.

**Thence** leaving said right-of-way thence South 61°55'46" West a distance of 160.17 feet to a point; thence North 25°20'33" West a distance of 44.89 feet to a point; thence North 16°15'09" West a distance of 58.49 feet to a point; thence North 11°42'37" West a distance of 19.47 feet to a point; thence North 19°59'44" West a distance of 111.01 feet to a point; thence North 19°59'44" West a distance of 66.46 feet to a point; thence North 37°21'57" West a distance of 49.27 feet to a point; thence North 66°44'54" West a distance of 47.23 feet to a point; thence North 66°44'54" West a distance of 39.60 feet to a point; thence North 66°44'54" West a distance of 45.58 feet to a point; thence North 66°44'54" West a distance of 103.28 feet to a point; thence North 82°56'33" West a distance of 69.66 feet to a point; thence North 87°24'16" West a distance of 32.53 feet to a point; thence North 09°22'09" East a distance of 160.58 feet to a point on the southerly right-of-way of Proposed Faulkner Court (60' R/W); thence along said right-of-way with a curve turning to the left with an arc length of 58.34 feet with a radius of 60.00 feet with a chord bearing of North 62°11'11" East with a chord length of 56.07 feet to a point; thence with a reverse curve turning to the right with an arc length of 28.12 feet with a radius of 25.00 feet with a chord bearing of North 66°33'10" East with a chord length of 26.66 feet to a point; thence South 81°13'29" East a distance of 32.74 feet to a point; thence South 81°13'29" East a distance of 100.00 feet to a point; thence South 81°13'29" East a distance of 9.84 feet to a point; thence with a curve turning to the right with an arc length of 95.31 feet with a radius of 370.00 feet with a chord bearing of South 73°50'43" East with a chord length of 95.05 feet to a point; thence with a compound curve turning to the right with an arc length of 105.71 feet with a radius of 370.00 feet with a chord bearing of South 58°16'51" East with a chord length of 105.36 feet to a point; thence with a compound curve turning to the right with an arc length of 105.71 feet with a radius of 370.00 feet with a chord bearing of South 41°54'38" East with a chord length of 105.36 feet to a point; thence with a compound curve turning to the right with an arc length of 107.97 feet with a radius of 370.00 feet with a chord bearing of South 25°21'56" East with a chord length of 107.59 feet to a point; thence with a compound curve turning to the right with an arc length of 78.75 feet with a radius of 370.00 feet with a chord bearing of South 10°54'31" East with a chord length of 78.60 feet to a point; thence South 04°48'41" East a distance of 28.04 feet to a point; thence South 04°48'41" East a distance of 48.45 feet to a point; thence with a curve turning to the left with an arc length of 39.62 feet with a radius of 330.00 feet with a chord bearing of South 08°15'04" East with a chord length of 39.60 feet to a point; thence with a compound curve turning to the left with an arc length of 76.92 feet

with a radius of 330.00 feet with a chord bearing of South 18°22'04" East with a chord length of 76.74 feet to the **Point of Beginning**.

Said tract contains 3.600 acres or 156,835 square feet.

TOGETHER WITH easement rights as contained in that Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded at Deed Book 5030, pages 12-23, Walton County, Georgia Records, and subject to the terms and conditions thereof.

**EXHIBIT "B"**

**Permitted Exceptions**

1. Real property taxes and assessments (general, special or other) and for subsequent assessments for prior years due to changes in the use or ownership, or both;
2. All matters of record set forth on Exhibit B-1 attached hereto;
3. Any lien or encumbrance relating to non-delinquent general or special assessments levied against the Property by any federal, state or local governmental or quasi-governmental entity or agency from and after the date hereof and not arising as a result of any act of Grantor; and
4. Those matters caused by or consented to in writing by Grantee or any of its affiliates.

**EXHIBIT "B-1"****Specific Exceptions**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
2. Easement from Mrs. H. B. (Elizabeth) Ray to the City of Loganville, Georgia, dated August 28, 1981, filed September 4, 1981, and recorded in Deed Book 171, Page 475, records of the Superior Court of Walton County, Georgia.
3. Declaration of Covenants, Conditions and Restrictions for Southfork by Bluecheck Investments, a Georgia corporation, dated March 16, 2005, filed March 16, 2005, and recorded in Deed Book 2164, Page 362, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork from Bluecheck Investments, LLC, a Georgia limited liability corporation to Miramar Properties, Inc., a Georgia corporation, dated August 19, 2005, filed September 8, 2005, and recorded in Deed Book 2290, Page 499, aforesaid records; as further amended by The Second Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated September 22, 2005, filed November 29, 2005, and recorded in Deed Book 2349, Page 378, aforesaid records; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated December 26, 2005, filed December 29, 2005, and recorded in Deed Book 2373, Page 205, aforesaid records; as assigned by Assignment of Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation in favor of CRM Central Properties, LLC, a Georgia limited liability company, dated as of January 28, 2010, filed January 29, 2010, and recorded in Deed Book 3125, Page 164, aforesaid records; as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated February 2, 2010, filed February 2, 2010, and recorded in Deed Book 3126, Page 83, aforesaid records; as transferred by Quitclaim Transfer of Declarant Rights from CRM Central Properties, LLC, a Georgia limited liability company to Cygnus GA, LLC, a Georgia limited liability company, dated as of November 1, 2012, filed November 14, 2012, and recorded in Deed Book 3453, Page 493, aforesaid records; as may be further amended and/or supplemented.
4. Restrictions regarding "Open Space" as contained in Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated May 10, 2005, filed May 11, 2005, and recorded in Deed Book 2201, Page 346, aforesaid records; as corrected by Corrective Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated March 28, 2006, filed March 29, 2006, and recorded in Deed Book 2432, Page 286, aforesaid records.

5. Grant of Easement in favor of Comcast Cable Communications Management, LLC, for the purposes as contained therein, including the terms, conditions and provisions as set forth in said instrument, as recorded September 7, 2023 in Deed Book 5365, Page 100, aforesaid records.
6. Terms, Conditions and Provisions as set forth in the Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded December 6, 2021 in Deed Book 5030, Page 12, Walton County, Georgia Records.

**BK:5470 PG:16-25**  
Filed and Recorded  
May-01-2024 11:20 AM  
DOC# 2024 - 004651  
Real Estate Transfer Tax  
Paid: \$ 2887.50  
1472024001762  
KAREN P. DAVID  
CLERK OF SUPERIOR COURT  
WALTON COUNTY, GA  
Participant ID: 5391045298

After Recording, Return to:  
AMH Development, LLC  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302  
Attn: Legal Department  
Tax Parcel Id. Nos.: A portion of LG 160005

Prepared by:  
David Levine  
Harvest LLP  
10940 Wilshire Blvd.  
Suite 1600  
Los Angeles, CA 90024

### **LIMITED WARRANTY DEED**

**THIS INDENTURE** is made as of the 30<sup>th</sup> day of April, 2024, by and between **VPAMH CLAUDE BREWER LB LLC**, a Delaware limited liability company, as party of the first part, hereinafter referred to as “**Grantor**,” and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, with an address of 23975 Park Sorrento, Suite 300, Calabasas, California, 91302, as party of the second part, hereinafter referred to as “**Grantee**”; the words “Grantor” and “Grantee” to include the neuter, masculine and feminine genders, the singular and the plural.

### **W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 182, 4th District, 2nd Section, Walton County, Georgia records, as more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (the “**Property**”). This conveyance is made subject to the “**Permitted Exceptions**” shown on **Exhibit “B”** attached hereto and incorporated by this reference.

**TO HAVE AND TO HOLD** the Property, together with all improvements thereon and therein, any and all of 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 Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.



**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this limited warranty deed to be signed and sealed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Vicki Stokerson  
Unofficial Witness

Brian Lee  
Notary Public

My Commission Expires: 1/31/2027

[AFFIX NOTARIAL SEAL]



**GRANTOR:**

**VPAMH CLAUDE BREWER LB LLC,**  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

By: Värde Partners, Inc.  
Its: Manager

By: [Signature]  
Name: James E. Dunbar  
Title: Principal

[SEAL]

**EXHIBIT "A"****Legal Description of Property****TRACT 1**

All that tract or parcel of land lying and being in Land Lot 182, 4th District, 2nd Section, Walton County, Georgia, and being more particularly described as follows:

Commencing at a 1/2" rebar found on the apparent intersection of the northwesterly right-of-way of Claude Brewer Road (R/W Varies) and Land Lot Line common to Land Lots 158 & 182; thence along the right-of-way of Claude Brewer Road (R/W Varies) South 58°38'16" West a distance of 160.13 feet to a point; thence South 58°38'16" West a distance of 52.80 feet to a concrete monument found; thence South 26°45'19" East a distance of 5.45 feet to a concrete monument found; thence South 61°55'01" West a distance of 6.93 feet to a point on the intersection of the northwesterly right-of-way of Claude Brewer Road (R/W Varies) and the proposed southwesterly right-of-way of Woolf Way (60' R/W); thence along the proposed southwesterly right-of-way of Woolf Way (60' R/W) North 29°48'39" West a distance of 22.45 feet to a point and the Point of Beginning.

Thence leaving the proposed right-of-way of Woolf Way (60' R/W); South 60°11'21" West a distance of 100.00 feet to a point; thence South 60°11'21" West a distance of 100.00 feet to a point; thence South 60°11'21" West a distance of 100.00 feet to a point; thence South 60°11'21" West a distance of 100.00 feet to a point; thence South 60°11'21" West a distance of 107.92 feet to a point on the easterly right-way of Bronte Drive (60' R/W); thence along the proposed easterly right-of-way of Bronte Drive (60' R/W) North 30°51'34" West a distance of 28.08 feet to a point; thence with a curve turning to the right with an arc length of 26.75 feet with a radius of 70.00 feet with a chord bearing of North 19°54'46" West with a chord length of 26.59 feet to a point; thence North 08°57'58" West a distance of 127.79 feet to a point on the intersection of the proposed easterly right-of-way of Bronte Drive (60' R/W) and the proposed southeasterly right-of-way of Orwell Lane (60' R/W); thence along the proposed right-of-way of Orwell Lane (60' R/W) with a curve turning to the right with an arc length of 30.88 feet with a radius of 20.00 feet with a chord bearing of North 35°16'11" East with a chord length of 27.90 feet to a point; thence with a reverse curve turning to the left with an arc length of 34.00 feet with a radius of 150.00 feet with a chord bearing of North 73°00'42" East with a chord length of 33.93 feet to a point; thence with a compound curve

turning to the left with an arc length of 16.57 feet with a radius of 150.00 feet with a chord bearing of North 63°21'12" East with a chord length of 16.56 feet to a point; thence North 60°11'21" East a distance of 83.47 feet to a point; thence North 60°11'21" East a distance of 100.00 feet to a point; thence North 60°11'21" East a distance of 100.00 feet to a point; thence North 60°11'21" East a distance of 100.00 feet to a point; thence North 60°11'21" East a distance of 80.00 feet to a point; thence with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of South 74°48'39" East with a chord length of 28.28 feet to a point on the intersection of the proposed southeasterly right-of-way of Orwell Lane (60' R/W) and the proposed southwesterly right-of-way of Woolf Way (60' R/W); thence along the proposed southwesterly right-of-way of Woolf Way (60' R/W) South 29°48'39" East a distance of 157.00 feet to the Point of Beginning.

Said tract contains 2.398 acres or 104,452 square feet.

## TRACT 2

All that tract or parcel of land lying and being in Land Lot 182, 4th District, 2nd Section, Walton County, Georgia, and being more particularly described as follows:

Commencing at a 1/2" rebar found on the intersection of the northeasterly right-of-way of Milton Bryan Drive (70' R/W) and the northwesterly right-of-way of Claude Brewer Road (R/W Varies); thence leaving said right-of-way North 08°58'45" West a distance of 78.74 feet to a point and the Point of Beginning.

Thence North 08°58'45" West a distance of 161.50 feet to a point; thence North 08°58'45" West a distance of 100.00 feet to a point; thence North 08°58'45" West a distance of 100.00 feet to a point; thence North 81°02'02" East a distance of 160.15 feet to a point on the proposed westerly right-of-way of Bronte Drive (60' R/W); thence along proposed right-of-way of Bronte Drive (60' R/W) South 08°57'58" East a distance of 100.00 feet to a point; thence South 08°57'58" East a distance of 100.00 feet to a point; thence South 08°57'58" East a distance of 29.09 feet to a point; thence with a curve turning to the left with an arc length of 49.67 feet with a radius of 130.00 feet with a chord bearing of South 19°54'46" East with a chord length of 49.37 feet to a point; thence South 30°51'34" East a distance of 14.70 feet to a point; thence leaving said right-of-way South 59°08'26" West a distance of 188.52 feet to the Point of Beginning.

Said tract contains 1.219 acres or 53,089 square feet.

## TRACT 3

All that tract or parcel of land lying and being in Land Lot 182, 4th District, 2nd Section, Walton County, Georgia, and being more particularly described as follows:

Commencing at a 1/2" rebar found on the apparent intersection of the northwesterly right-of-way of Claude Brewer Road (R/W Varies) and Land Lot Line common to Land Lots 158 & 182; thence along the right-of-way of Claude Brewer Road (R/W Varies) South 58°38'16" West a distance of 160.13 feet to a point; thence South 58°38'16" West a distance of 52.80 feet to a concrete monument found; thence South 26°45'19" East a distance of 5.45 feet to a concrete monument found; thence South 61°55'01" West a distance of 6.93 feet to a point on the intersection of the northwesterly right-of-way of Claude Brewer Road (R/W Varies) and the proposed southwesterly right-of-way of Woolf Way (60' R/W); thence along the proposed southwesterly right-of-way of Woolf Way (60' R/W) North 29°48'39" West a distance of 22.45 feet to a point; North 29°48'39" West a distance of 157.00 feet to a point on the intersection of the proposed southwesterly right-of-way of Woolf Way (60' R/W) and the proposed southeasterly right-of-way of Orwell Lane (60' R/W); thence continuing along the proposed southwesterly right-of-way of Woolf Way (60' R/W); North 29°48'39" West a distance of 100.00 feet to a point on the intersection of the proposed southwesterly right-of-way of Woolf Way (60' R/W) and the proposed northwesterly right-of-way of Orwell Lane (60' R/W) and the Point of Beginning.

Thence along the proposed northwesterly right-of-way of Orwell Lane (60' R/W) with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of South 15°11'21" West with a chord length of 28.28 feet to a point; thence South 60°11'21" West a distance of 80.00 feet to a point; thence South 60°11'21" West a distance of 100.00 feet to a point; thence South 60°11'21" West a distance of 100.00 feet to a point; thence South 60°11'21" West a distance of 100.00 feet to a point; thence South 60°11'21" West a distance of 83.47 feet to a point; thence with a curve turning to the right with an arc length of 26.91 feet with a radius of 90.00 feet with a chord bearing of South 68°45'17" West with a chord length of 26.81 feet to a point; thence with a compound curve turning to the right with an arc length of 32.71 feet with a radius of 20.00 feet with a chord bearing of North 55°49'22" West with a chord length of 29.19 feet to a point on the intersection of the proposed northeasterly right-of-way of Bronte Drive (60' R/W) and the proposed northwesterly right-of-way of Orwell Lane (60' R/W); thence along the proposed northeasterly right-of-way of Bronte Drive (60' R/W)

North 08°57'58" West a distance of 138.87 feet to a point; thence leaving the proposed northeasterly right-of-way of Bronte Drive (60' R/W) North 60°11'21" East a distance of 73.36 feet to a point; thence North 29°48'39" West a distance of 166.58 feet to a point on the proposed southeasterly right-of-way of Dickens Trail (60' R/W); thence along the proposed southeasterly right-of-way of Dickens Trail (60' R/W) with a curve turning to the right with an arc length of 10.16 feet with a radius of 20.00 feet with a chord bearing of North 63°11'27" East with a chord length of 10.05 feet to a point; thence with a reverse curve turning to the left with an arc length of 39.82 feet with a radius of 130.00 feet with a chord bearing of North 68°57'53" East with a chord length of 39.67 feet to a point; thence North 60°11'21" East a distance of 50.76 feet to a point; thence North 60°11'21" East a distance of 100.00 feet to a point; thence North 60°11'21" East a distance of 100.00 feet to a point; thence North 60°11'21" East a distance of 80.00 feet to a point; thence with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of South 74°48'39" East with a chord length of 28.28 feet to a point on the intersection of the proposed southeasterly right-of-way of Dickens Trail (60' R/W) and the proposed southwesterly right-of-way of Woolf Way (60' R/W); thence along the proposed northeasterly right-of-way of Woolf Way (60' R/W) thence South 29°48'39" East a distance of 140.00 feet to a point; thence South 29°48'39" East a distance of 140.00 feet to the Point of Beginning. Said tract contains 3.312 acres or 144,287 square feet.

**EXHIBIT "B"**

**Permitted Exceptions**

1. Real property taxes and assessments (general, special or other) and for subsequent assessments for prior years due to changes in the use or ownership, or both;
2. All matters of record set forth on Exhibit B-1 attached hereto;
3. Any lien or encumbrance relating to non-delinquent general or special assessments levied against the Property by any federal, state or local governmental or quasi-governmental entity or agency from and after the date hereof and not arising as a result of any act of Grantor; and
4. Those matters caused by or consented to in writing by Grantee or any of its affiliates.

**EXHIBIT "B-1"****Specific Exceptions**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
2. Easement from Mrs. H. B. (Elizabeth) Ray to the City of Loganville, Georgia, dated August 28, 1981, filed September 4, 1981, and recorded in Deed Book 171, Page 475, records of the Superior Court of Walton County, Georgia.
3. Declaration of Covenants, Conditions and Restrictions for Southfork by Bluecheck Investments, a Georgia corporation, dated March 16, 2005, filed March 16, 2005, and recorded in Deed Book 2164, Page 362, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork from Bluecheck Investments, LLC, a Georgia limited liability corporation to Miramar Properties, Inc., a Georgia corporation, dated August 19, 2005, filed September 8, 2005, and recorded in Deed Book 2290, Page 499, aforesaid records; as further amended by The Second Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated September 22, 2005, filed November 29, 2005, and recorded in Deed Book 2349, Page 378, aforesaid records; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated December 26, 2005, filed December 29, 2005, and recorded in Deed Book 2373, Page 205, aforesaid records; as assigned by Assignment of Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation in favor of CRM Central Properties, LLC, a Georgia limited liability company, dated as of January 28, 2010, filed January 29, 2010, and recorded in Deed Book 3125, Page 164, aforesaid records; as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated February 2, 2010, filed February 2, 2010, and recorded in Deed Book 3126, Page 83, aforesaid records; as transferred by Quitclaim Transfer of Declarant Rights from CRM Central Properties, LLC, a Georgia limited liability company to Cygnus GA, LLC, a Georgia limited liability company, dated as of November 1, 2012, filed November 14, 2012, and recorded in Deed Book 3453, Page 493, aforesaid records; as may be further amended and/or supplemented.
4. Restrictions regarding "Open Space" as contained in Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated May 10, 2005, filed May 11, 2005, and recorded in Deed Book 2201, Page 346, aforesaid records; as corrected by Corrective Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated March 28, 2006, filed March 29, 2006, and recorded in Deed Book 2432, Page 286, aforesaid records.



5. Grant of Easement in favor of Comcast Cable Communications Management, LLC, for the purposes as contained therein, including the terms, conditions and provisions as set forth in said instrument, as recorded September 7, 2023 in Deed Book 5365, Page 100, aforesaid records.

*Karen P. David*

KAREN P. DAVID

CLERK OF SUPERIOR COURT

Walton COUNTY

Real Estate Transfer Tax

Paid : \$ 3048.00

PT-61 147-2025-001294

After Recording, Return to:

AMH Development, LLC  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302  
Attn: Legal Department  
Tax Parcel Id. Nos.: A portion of LG 160005

Prepared by:

David Levine  
Harvest LLP  
10940 Wilshire Blvd.  
Suite 1600  
Los Angeles, CA 90024

**LIMITED WARRANTY DEED**

**THIS INDENTURE** is made as of the 24th day of April, 2025, by and between **VPAMH CLAUDE BREWER LB LLC**, a Delaware limited liability company, as party of the first part, hereinafter referred to as “**Grantor**,” and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, with an address of 23975 Park Sorrento, Suite 300, Calabasas, California, 91302, as party of the second part, hereinafter referred to as “**Grantee**”; the words “Grantor” and “Grantee” to include the neuter, masculine and feminine genders, the singular and the plural.

**W I T N E S S E T H:**

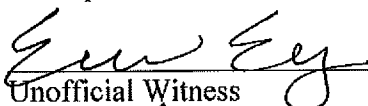
**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 182, 4th District, Walton County, Georgia records, as more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (the “**Property**”). This conveyance is made subject to the “**Permitted Exceptions**” shown on **Exhibit “B”** attached hereto and incorporated by this reference.

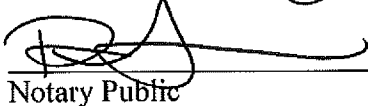
**TO HAVE AND TO HOLD** the Property, together with all improvements thereon and therein, any and all of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to, the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

**IN WITNESS WHEREOF**, Grantor has caused this limited warranty deed to be signed and sealed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My Commission Expires: 5/16/2027

[AFFIX NOTARIAL SEAL]


REMINGTON SLICKER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01SL0007716  
Qualified in New York County  
My Commission Expires 5/16/2027

**GRANTOR:**

**VPAMH CLAUDE BREWER LB LLC,**  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

By: Värde Partners, Inc.  
Its: Manager

By:   
Name: Chase Heichel  
Title: Director

[SEAL]

**EXHIBIT "A"****Legal Description of Property*****TRACT 1***

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at the northerly right-of-way intersection of Proposed Tolstoy Trail (60' R/W) and Proposed Homer Lane (60' R/W); thence along the easterly right-of-way of Proposed Tolstoy Trail (60' R/W) North 29°48'39" West a distance of 147.51 feet to a point; thence with a curve turning to the left with an arc length of 37.89 feet with a radius of 150.00 feet with a chord bearing of North 37°02'53" West with a chord length of 37.79 feet to a 1/2" rebar set; thence with a curve turning to the left with an arc length of 72.25 feet with a radius of 150.00 feet with a chord bearing of North 58°05'04" West with a chord length of 71.56 feet to a 1/2" rebar set and the **Point of Beginning**.

**Thence** with a curve turning to the left with an arc length of 88.98 feet with a radius of 150.00 feet with a chord bearing of North 88°52'41" West with a chord length of 87.68 feet; to a point; thence South 74°07'40" West a distance of 16.15 feet to a 1/2" rebar set; thence leaving said right-of-way North 15°52'20" West a distance of 160.00 feet to a 1/2" rebar set; thence North 74°07'40" East a distance of 100.00 feet to a 1/2" rebar set; thence South 15°52'20" East a distance of 185.63 feet to the **Point of Beginning**.

Said tract contains 0.383 acres or 16,690 square feet.

***TRACT 2***

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the northerly right-of-way intersection of Proposed Tolstoy Trail (60' R/W) and Proposed Homer Lane (60' R/W); thence along the easterly said right-of-way of Proposed Tolstoy Trail (60' R/W) North 29°48'39" West a distance of 147.51 feet to a point; thence with a curve turning to the left with an arc length of 37.89 feet with a radius of 150.00 feet with a chord bearing of North 37°02'53" West with a chord length of 37.79 feet to a 1/2" rebar set; thence leaving said right-of-way North 60°11'21" East a distance of 164.76 feet to a 1/2" rebar set; thence South 29°48'39" East a distance of 205.00 feet to a 1/2" rebar set on the northerly right-of-way of Homer Lane (60' R/W); thence along said right-of-way South 60°11'21" West a distance of 140.00 feet to a point; thence with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of North 74°48'39" West with a chord length of 28.28 feet to the **Point of Beginning**.

Said tract contains 0.752 acres or 32,773 square feet.

**TRACT 3**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the westerly right-of-way intersection of Proposed Tolstoy Trail (60' R/W) and Proposed Bronte Drive (60' R/ W); thence along the northerly right-of-way of Proposed Bronte Drive (60' R/W) North 88°02'58" West a distance of 96.53 feet to a 1/2" rebar set; thence leaving said right-of-way North 29°48'39" West a distance of 883.77 feet to a 1/2" rebar set; thence North 60°11'21" East a distance of 160.00 feet to a 1/2" rebar set on the westerly right-of-way of Proposed Tolstoy Trail (60' R/W); thence along the westerly right-of-way of Proposed Tolstoy Trail (60' R/W) South 29°48'39" East a distance of 807.87 feet to a point; thence with a curve turning to the right with an arc length of 130.23 feet with a radius of 170.00 feet with a chord bearing of South 07°51'53" East with a chord length of 127.07 feet to a point; thence South 14°04'53" West a distance of 7.93 feet to a point; thence with a curve turning to the right with an arc length of 27.18 feet with a radius of 20.00 feet with a chord bearing of South 53°00'58" West with a chord length of 25.14 feet to the **Point of Beginning**.

Said tract contains 3.335 acres or 145,285 square feet.

**TRACT 4**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at the southerly right-of-way intersection of Proposed Tolstoy Trail (60' R/W) and Proposed Homer Lane (60' R/W); thence along the easterly said right-of-way of Proposed Tolstoy Trail (60' R/W) South 29°48'39" East a distance of 30.00 feet to a 1/2" rebar set and the Point of Beginning.

Thence leaving said right-of-way North 60°11'21" East a distance of 160.00 feet to a 1/2" rebar set; thence South 29°48'39" East a distance of 700.00 feet to a 1/2" rebar set; thence South 60°11'21" West a distance of 204.99 feet to a 1/2" rebar set on the easterly right-of-way of Proposed Tolstoy Trail (60' R/W); thence along the easterly right-of-way of Proposed Tolstoy Trail (60' R/W) with a curve turning to the left with an arc length of 146.32 feet with a radius of 230.00 feet with a chord bearing of North 11°35'10" West with a chord length of 143.86 feet to a point; thence North 29°48'39" West a distance of 563.35 feet to the **Point of Beginning**.

Said tract contains 2.616 acres or 113,960 square feet.

TOGETHER WITH easement rights as contained in that Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated

December 3, 2021, and recorded at Deed Book 5030, pages 12-23, Walton County, Georgia Records, and subject to the terms and conditions thereof.

**EXHIBIT "B"****Permitted Exceptions**

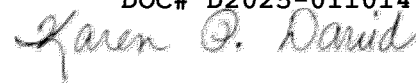
1. Real property taxes and assessments (general, special or other) and for subsequent assessments for prior years due to changes in the use or ownership, or both;
2. All matters of record set forth on Exhibit B-1 attached hereto;
3. Any lien or encumbrance relating to non-delinquent general or special assessments levied against the Property by any federal, state or local governmental or quasi-governmental entity or agency from and after the date hereof and not arising as a result of any act of Grantor; and
4. Those matters caused by or consented to in writing by Grantee or any of its affiliates.



**EXHIBIT "B-1"****Specific Exceptions**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
2. Easement from Mrs. H. B. (Elizabeth) Ray to the City of Loganville, Georgia, dated August 28, 1981, filed September 4, 1981, and recorded in Deed Book 171, Page 475, records of the Superior Court of Walton County, Georgia.
3. Declaration of Covenants, Conditions and Restrictions for Southfork by Bluecheck Investments, a Georgia corporation, dated March 16, 2005, filed March 16, 2005, and recorded in Deed Book 2164, Page 362, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork from Bluecheck Investments, LLC, a Georgia limited liability corporation to Miramar Properties, Inc., a Georgia corporation, dated August 19, 2005, filed September 8, 2005, and recorded in Deed Book 2290, Page 499, aforesaid records; as further amended by The Second Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated September 22, 2005, filed November 29, 2005, and recorded in Deed Book 2349, Page 378, aforesaid records; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated December 26, 2005, filed December 29, 2005, and recorded in Deed Book 2373, Page 205, aforesaid records; as assigned by Assignment of Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation in favor of CRM Central Properties, LLC, a Georgia limited liability company, dated as of January 28, 2010, filed January 29, 2010, and recorded in Deed Book 3125, Page 164, aforesaid records; as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated February 2, 2010, filed February 2, 2010, and recorded in Deed Book 3126, Page 83, aforesaid records; as transferred by Quitclaim Transfer of Declarant Rights from CRM Central Properties, LLC, a Georgia limited liability company to Cygnus GA, LLC, a Georgia limited liability company, dated as of November 1, 2012, filed November 14, 2012, and recorded in Deed Book 3453, Page 493, aforesaid records; as may be further amended and/or supplemented.
4. Restrictions regarding "Open Space" as contained in Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated May 10, 2005, filed May 11, 2005, and recorded in Deed Book 2201, Page 346, aforesaid records; as corrected by Corrective Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated March 28, 2006, filed March 29, 2006, and recorded in Deed Book 2432, Page 286, aforesaid records.

5. Grant of Easement in favor of Comcast Cable Communications Management, LLC, for the purposes as contained therein, including the terms, conditions and provisions as set forth in said instrument, as recorded September 7, 2023 in Deed Book 5365, Page 100, aforesaid records.
6. Terms, Conditions and Provisions as set forth in the Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded December 6, 2021 in Deed Book 5030, Page 12, Walton County, Georgia Records.



KAREN P. DAVID

CLERK OF SUPERIOR COURT

Walton COUNTY

Real Estate Transfer Tax

Paid : \$ 3048.00

PT-61 147-2025-003635

After Recording, Return to:  
AMH Development, LLC  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302  
Attn: Legal Department  
Tax Parcel Id. Nos.: LG 160005

Prepared by:  
David Levine  
Harvest LLP  
10940 Wilshire Blvd.  
Suite 1600  
Los Angeles, CA 90024

### **LIMITED WARRANTY DEED**

**THIS INDENTURE** is made as of the 22<sup>nd</sup> day of October, 2025, by and between **VPAMH CLAUDE BREWER LB LLC**, a Delaware limited liability company, as party of the first part, hereinafter referred to as “**Grantor**,” and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, with an address of 23975 Park Sorrento, Suite 300, Calabasas, California, 91302, as party of the second part, hereinafter referred to as “**Grantee**”; the words “Grantor” and “Grantee” to include the neuter, masculine and feminine genders, the singular and the plural.

### **W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 182, 4th District, Walton County, Georgia records, as more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (the “**Property**”). This conveyance is made subject to the “**Permitted Exceptions**” shown on **Exhibit “B”** attached hereto and incorporated by this reference.

**TO HAVE AND TO HOLD** the Property, together with all improvements thereon and therein, any and all of 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 Grantee and the heirs, legal representatives, successors and assigns of Grantee forever **IN FEE SIMPLE**.

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

[Signatures on next page]

**IN WITNESS WHEREOF**, Grantor has caused this limited warranty deed to be signed and sealed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Kelly Cabel  
Unofficial Witness

Serena Waernes  
Notary Public

My Commission Expires: 01/31/2026

[AFFIX NOTARIAL SEAL]



**GRANTOR:**

**VPAMH CLAUDE BREWER LB LLC**,  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

By: Värde Partners, Inc.  
Its: Manager

By: John Batterman  
Name: John Batterman  
Title: Director

[SEAL]

**TRACT 1**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Beginning** at the southwesterly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Claude Brewer Road (R/W Varies); thence along the northerly right-of-way of Claude Brewer Road (R/W Varies) with a curve turning to the left with an arc length of 62.00 feet with a radius of 1750.46 feet with a chord bearing of South 54°55'54" West with a chord length of 61.99 feet to a point; thence with a compound curve turning to the left with an arc length of 163.18 feet with a radius of 438.46 feet with a chord bearing of South 43°14'50" West with a chord length of 162.24 feet to a 1/2" rebar found on the easterly right-of-way intersection Claude Brewer Road (R/W Varies) and Milton Bryan Drive (70' R/W); thence leaving said right-of-way North 08°58'45" West a distance of 78.74 feet to a point; thence North 59°08'26" East a distance of 188.52 feet to a point on the westerly right-of-way of Proposed Bronte Drive (60' R/W); thence along said right-of-way South 30°51'34" East a distance of 24.09 feet to the **Point of Beginning**.

Said tract contains 0.176 acres or 7,662 square feet.

**TRACT 2**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Beginning** at the northerly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Claude Brewer Road (R/W Varies); thence along the easterly right-of-way of Proposed Bronte Drive (60' R/W) North 30°51'34" West a distance of 8.40 feet to a point; thence leaving said right-of-way North 60°11'21" East a distance of 607.92 feet to a point on the westerly right-of-way of Proposed Woolf Way (60' R/W); thence along said right-of-way South 29°48'39" East a distance of 22.45 feet to a point on the westerly right-of-way intersection of Proposed Woolf Way (60' R/W) and Claude Brewer Road (R/W Varies); thence along said right-of-way of and Claude Brewer Road (R/W Varies) South 61°55'01" West a distance of 486.93 feet to a point; thence with a curve turning to the left with an arc length of 121.08 feet with a radius of 1750.46 feet with a chord bearing of South 59°53'36" West with a chord length of 121.06 feet to the **Point of Beginning**.

Said tract contains 0.189 acres or 8,251 square feet.

**TRACT 3**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Beginning** at the northeasterly right-of-way intersection of Proposed Woolf Way (60' R/W) and Claude Brewer Road (R/W Varies); thence along the easterly right-of-way of Proposed Woolf Way (60' R/W) North 29°48'39" West a distance of 228.92 feet to a point; thence leaving said right-of-way North 60°11'21" East a distance of 160.01 feet to a point on the approximate Land Lot Line common to Land Lots 158 and 182; thence along approximate Land Lot Line South 29°49'39" East a distance of 224.58 feet to a 1/2" rebar found on the northerly right-of-way of Claude Brewer Road (R/W Varies); thence leaving approximate Land Lot Line and along said right-of-way of Claude Brewer Road South 58°38'16" West a distance of 160.13 feet to the **Point of Beginning**.

Said tract contains 0.833 acres or 36,289 square feet.

**TRACT 4**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Beginning** at the easterly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Proposed Dickens Trail (60' R/W); thence along the southerly right-of-way of Proposed Dickens Trail with a curve turning to the right with an arc length of 19.57 feet with a radius of 20.00 feet with a chord bearing of North 19°03'45" East with a chord length of 18.80 feet to a point; thence leaving said right-of-way South 29°48'33" East a distance of 166.46 feet to a point; thence South 60°11'21" West a distance of 72.83 feet to a point on the easterly right-of-way of Proposed Bronte Drive (60' R/W); thence along said right-of-way North 08°57'58" West a distance of 164.89 feet to the **Point of Beginning**.

Said tract contains 0.157 acres or 6,820 square feet

**TRACT 5**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Commencing** at the northeasterly right-of-way intersection of Proposed Woolf Way (60' R/W) and Claude Brewer Road (R/W Varies); thence along the easterly right-of-way of Proposed Woolf Way (60' R/W) North 29°48'39" West a distance of 228.92 feet to a point and **Point of Beginning**.

**Thence** continuing along the easterly right-of-way of Proposed Woolf Way (60' R/W) North 29°48'39" West a distance of 600.31 feet to a point; thence leaving said right-of-way North 60°11'21" East a distance of 159.83 feet to a point on the approximate Land Lot Line common to Land Lots 158 and 182; thence along approximate Land Lot Line South 29°49'39" East a

distance of 600.31 feet to a point; thence leaving the approximate Land Lot Line South 60°11'21" West a distance of 160.01 feet to the **Point of Beginning**.

Said tract contains 2.204 acres or 96,001 square feet.

#### **TRACT 6**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at the easterly right-of-way intersection of Proposed Faulkner Court (60' R/W) and Proposed Bronte Drive (60' R/W); thence along the northerly right-of-way of Proposed Bronte Drive (60' R/W) South 88°02'58" East a distance of 79.16 feet to a point and the **Point of Beginning**.

**Thence** leaving said right-of-way North 60°11'21" East a distance of 145.49 feet to a point; thence South 29°48'39" East a distance of 90.07 feet to a point on the northerly right-of-way of Proposed Bronte Drive (60' R/W); thence along said right-of-way North 88°02'58" West a distance of 171.11 feet to the **Point of Beginning**.

Said tract contains 0.150 acres or 6,552 square feet.

#### **TRACT 7**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the southeasterly right-of-way intersection of Proposed Tolstoy Trail (60' R/W) and Proposed Homer Lane (60' R/W); thence along the southerly right-of-way of Proposed Homer Lane (60' R/W) with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of North 15°11'21" East with a chord length of 28.28 feet to a point; thence North 60°11'21" East a distance of 140.00 feet to a point; thence leaving said right-of-way South 29°48'39" East a distance of 50.00 feet to a point; thence South 60°11'21" West a distance of 160.00 feet to a point on the easterly right-of-way of Tolstoy Trail (60' R/W); thence along said right-of-way North 29°48'39" West a distance of 30.00 feet to the **Point of Beginning**.

Said tract contains 0.182 acres or 7,914 square feet.

#### **TRACT 8**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the southwesterly right-of-way intersection of Proposed Homer Lane (60' R/W) and Proposed Woolf Way (60' R/W); thence along the westerly right-of-way of Proposed Woolf Way (60' R/W) South 29°48'39" East a distance of 85.00 feet to a point; thence leaving said right-of-way South 60°11'21" West a distance of 160.00 feet to a point; thence North 29°48'39"

West a distance of 105.00 feet to a point on the southerly right-of-way of Proposed Homer Lane (60' R/W) thence along said right-of-way North 60°11'21" East a distance of 140.00 feet to a point; thence with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of South 74°48'39" East with a chord length of 28.28 feet to a the **Point of Beginning**.

Said tract contains 0.384 acres or 16,714 square feet.

## TRACT 9

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at the southerly right-of-way intersection of Proposed Homer Lane (60' R/W) and Proposed Woolf Way (60' R/W); thence North 52°43'04" East a distance of 60.51 feet to a point on the easterly right-of-way of Proposed Woolf Way (60' R/W) and the **Point of Beginning**.

**Thence** leaving said right-of-way North 60°11'21" East a distance of 159.60 feet to a point on approximate Land Lot Line Common to Land Lots 158 and 182; thence along approximate Land Lot Line South 29°49'39" East a distance of 100.25 feet to a point; thence leaving approximate Land Lot Line South 60°11'21" West a distance of 159.63 feet to a point on the easterly right-of-way of Proposed Woolf Way (60' R/W); thence along said right-of-way North 29°48'39" West a distance of 100.24 feet the **Point of Beginning**.

Said tract contains 0.367 acres or 16,000 square feet.

## TRACT 10

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at the southerly right-of-way intersection of Proposed Homer Lane (60' R/W) and Proposed Woolf Way (60' R/W); thence North 52°43'04" East a distance of 60.51 feet to a point on the easterly right-of-way of Proposed Woolf Way (60' R/W) and the **Point of Beginning**.

**Thence** along the easterly right-of-way of Proposed Woolf Way (60' R/W) North 29°48'39" West a distance of 983.86 feet to a point; thence leaving said right-of-way North 60°11'21" East a distance of 170.75 feet to a point on approximate Land Lot Line common to Land Lots 158 and 182; thence along approximate Land Lot Line South 29°57'17" East a distance of 187.20 feet to a 1/2" rebar found with cap "HMB"; thence South 28°21'40" East a distance of 463.28 feet to a t-post found; thence South 29°49'39" East a distance of 333.54 feet to a point; thence leaving approximate Land Lot Line South 60°11'21" West a distance of 159.60 feet to the **Point of Beginning**.

Said tract contains 3.715 acres or 161,807 square feet.



**TRACT 11**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Beginning** at the northerly right-of-way intersection of Proposed Woolf Way (60' R/W) and Proposed Homer Lane (60' R/W); thence along the northerly right-of-way of Proposed Homer Lane (60' R/W) with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of South 15°11'21" West with a chord length of 28.28 feet to a point; thence South 60°11'21" West a distance of 140.00 feet to a point; thence leaving said right-of-way North 29°48'39" West a distance of 505.00 feet to a point; thence North 60°11'21" East a distance of 160.00 feet to a point on the westerly right-of-way of Proposed Woolf Way (60' R/W); thence along said right-of-way South 29°48'39" East a distance of 485.00 feet to the **Point of Beginning**.

Said tract contains 1.853 acres or 80,714 square feet.

**TRACT 12**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Commencing** at a 1/2" rebar found with a cap "LSF 1033" being the Land Lot corner of Land Lots common to Land Lots 157, 158, 182, and 183; thence along approximate Land Lot Line common to Land Lots 182 and 183 South 60°00'12" West a distance of 785.05 feet to a point and the **Point of Beginning**.

**Thence** South 19°29'51" West a distance of 78.30 feet to a point; thence South 01°03'57" East a distance of 78.80 feet to a point; thence South 21°50'08" East a distance of 79.83 feet to a point; thence South 36°31'59" East a distance of 32.57 feet to a point; thence South 50°57'52" East a distance of 29.41 feet to a point; thence South 32°09'28" East a distance of 151.75 feet to a point; thence North 23°40'45" East a distance of 9.29 feet to a point; thence North 67°14'21" East a distance of 155.73 feet to a point; thence North 81°37'05" East a distance of 298.01 feet to a point; thence North 61°12'03" East a distance of 202.78 feet to a point on the westerly right-of-way of Proposed Woolf Way (60' R/W); thence along the westerly right-of-way of Proposed Woolf Way with a curve turning to the right with an arc length of 8.34 feet with a radius of 25.00 feet with a chord bearing of South 39°21'46" East with a chord length of 8.30 feet to a point; thence South 29°48'39" East a distance of 483.42 feet to a point; thence leaving said right-of-way South 60°11'21" West a distance of 160.00 feet to a point; thence South 29°48'39" East a distance of 300.00 feet to a point; thence South 60°11'21" West a distance of 164.76 feet to a point on the northerly right-of-way of Proposed Tolstoy Trail (60' R/W); thence along the northerly right of Proposed Tolstoy Trail with a curve turning to the left with an arc length of 72.25 feet with a radius of 150.00 feet with a chord bearing of North 58°05'04" West with a chord length of 71.56 feet to a point; thence leaving said right-of-way North 15°52'20" West a distance of 185.63 feet to a point; thence South 74°07'40" West a distance of 100.00 feet to a point; thence South 15°52'20" East a distance of 160.00 feet to a point on the northerly right-of-way of Proposed Tolstoy Trail (60' R/W); thence along said right-of-way South 74°07'40" West a distance of 145.57 feet to a point; thence with a curve turning to the right with an arc

length of 29.19 feet with a radius of 20.00 feet with a chord bearing of North 64°03'43" West with a chord length of 26.67 feet to a point on the northerly right-of-way intersection of Proposed Tolstoy Trail (60' R/W) and Proposed Faulkner Court (60' R/W); thence along the easterly right-of-way of Proposed Faulkner Court (60' R/W) with a reverse curve turning to the left with an arc length of 44.32 feet with a radius of 430.00 feet with a chord bearing of North 25°12'16" West with a chord length of 44.30 feet to a point; thence leaving said right-of-way North 61°50'34" East a distance of 156.21 feet to a point; thence North 28°09'26" West a distance of 66.80 feet to a point; thence with a curve turning to the left with an arc length of 479.52 feet with a radius of 590.00 feet with a chord bearing of North 57°56'30" West with a chord length of 466.43 feet to a point; thence North 81°13'15" West a distance of 184.08 feet to a point; thence North 79°12'48" West a distance of 73.95 feet to a point; thence South 80°17'44" West a distance of 61.18 feet to a point; thence South 66°57'20" West a distance of 70.80 feet to a point; thence South 42°01'06" West a distance of 79.58 feet to a point; thence South 19°11'39" West a distance of 92.52 feet to a point; thence South 03°41'34" East a distance of 99.27 feet to a point; thence South 30°09'30" East a distance of 90.13 feet to a point; thence South 49°58'07" East a distance of 61.16 feet to a point; thence South 65°14'34" East a distance of 55.79 feet to a point; thence South 77°50'44" East a distance of 40.78 feet to a point; thence South 87°24'16" East a distance of 32.53 feet to a point; thence South 82°56'33" East a distance of 69.66 feet to a point; thence South 66°44'54" East a distance of 235.69 feet to a point; thence South 37°21'57" East a distance of 49.27 feet to a point; thence South 19°59'44" East a distance of 177.47 feet to a point; thence South 11°42'37" East a distance of 19.47 feet to a point; thence South 16°15'09" East a distance of 58.49 feet to a point; thence South 25°20'33" East a distance of 75.63 feet to a point; thence North 60°46'03" East a distance of 161.36 feet to a point on the westerly right-of-way of Proposed Faulkner Court (60' R/W); thence along said right-of-way South 29°48'39" East a distance of 75.39 feet to a point; thence leaving said right-of-way South 60°11'21" West a distance of 178.58 feet to a point; thence North 29°48'39" West a distance of 24.00 feet to a point; thence South 60°11'21" West a distance of 123.86 feet to a point; thence South 18°15'20" West a distance of 13.32 feet to a point on the northerly right-of-way of Proposed Bronte Drive (60' R/W); thence along said right-of-way with a curve turning to the left with an arc length of 42.63 feet with a radius of 60.00 feet with a chord bearing of South 87°53'57" West with a chord length of 41.74 feet to a point; thence leaving said right-of-way North 29°40'39" West a distance of 120.12 feet to a point; thence South 60°19'21" West a distance of 228.05 feet to a point; thence North 29°40'19" West a distance of 1385.43 feet to a point; thence North 60°00'12" East a distance of 777.87 feet to the **Point of Beginning**.

Said tract contains 24.193 acres or 1,053,850 square feet.

### **TRACT 13**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at a 1/2" rebar found with a cap "LSF 1033" being the Land Lot corner of Land Lots common to Land Lots 157, 158, 182, and 183; thence along approximate Land Lot Line common to Land Lots 158 and 182 South 29°57'17" East a distance of 462.89 feet to a point; thence South 60°11'21" West a distance of 185.85 feet to a point on the easterly right-of-way of

*Proposed Woolf Way (60' R/W); thence along said right-of-way with a curve turning to the left with an arc length of 276.02 feet with a radius of 60.00 feet with a chord bearing of South 18°23'50" West with a chord length of 89.47 feet to a point; thence with a reverse curve turning to the right with an arc length of 28.13 feet with a radius of 25.00 feet with a chord bearing of South 81°09'19" East with a chord length of 26.67 feet to a point; thence leaving said right-of-way South 61°12'03" West a distance of 202.78 feet to a point; thence South 81°37'05" West a distance of 298.01 feet to a point; thence South 67°14'21" West a distance of 155.73 feet to a point; thence South 23°40'45" West a distance of 9.29 feet to a point; thence North 32°09'28" West a distance of 151.75 feet to a point; thence North 50°57'52" West a distance of 29.41 feet to a point; thence North 36°31'59" West a distance of 32.57 feet to a point; thence North 21°50'08" West a distance of 79.83 feet to a point; thence North 01°03'57" West a distance of 78.80 feet to a point; thence North 19°29'51" East a distance of 78.30 feet to a point; thence North 60°00'12" East a distance of 785.05 feet to the **Point of Beginning**.*

*Said tract contains 9.304 acres or 405,293 square feet.*

#### **TRACT 14**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Commencing** *at a 1/2" rebar found with a cap "LSF 1033" being the Land Lot corner of Land Lots common to Land Lots 157, 158, 182, and 183; thence along approximate Land Lot Line common to Land Lots 158 and 182 South 29°57'17" East a distance of 462.89 feet to a point and the **Point of Beginning**.*

**Thence** *South 29°57'17" East a distance of 161.16 feet to a point; thence leaving approximate Land Lot Line South 60°11'21" West a distance of 170.75 feet to a on the easterly right-of-way of Proposed Woolf Way (60' R/W); thence along said right-of-way North 29°48'39" West a distance of 161.16 feet to a point; thence leaving said right-of-way North 60°11'21" East a distance of 170.35 feet to the **Point of Beginning**.*

*Said tract contains 0.631 acres or 27,487 square feet.*

#### **TRACT 15**

*All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:*

**Commencing** *at a point on the southerly right-of-way intersection of Proposed Tolstoy Trail (60' R/W) and Faulkner Court (60' R/W); thence South 04°47'40" West a distance of 228.93 feet to a point on the Faulkner Court (60' R/W) and the **Point of Beginning**.*

**Thence** *along the westerly right-of-way of Faulkner Court (60' R/W) the with a curve turning to the left with an arc length of 27.45 feet with a radius of 330.00 feet with a chord bearing of South 27°25'41" East with a chord length of 27.44 feet to a point; thence leaving said right-of-way South 60°46'03" West a distance of 161.36 feet to a point; thence North 25°20'33" West a*

*distance of 30.74 feet to a point; thence North 61°55'46" East a distance of 160.17 feet to the **Point of Beginning**.*

*Said tract contains 0.107 acres or 4,667 square feet.*

**EXHIBIT "B"****Permitted Exceptions**

1. Real property taxes and assessments (general, special or other) and for subsequent assessments for prior years due to changes in the use or ownership, or both;
2. All matters of record set forth on Exhibit B-1 attached hereto;
3. Any lien or encumbrance relating to non-delinquent general or special assessments levied against the Property by any federal, state or local governmental or quasi-governmental entity or agency from and after the date hereof and not arising as a result of any act of Grantor; and
4. Those matters caused by or consented to in writing by Grantee or any of its affiliates.

**EXHIBIT "B-1"****Specific Exceptions**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
2. Easement from Mrs. H. B. (Elizabeth) Ray to the City of Loganville, Georgia, dated August 28, 1981, filed September 4, 1981, and recorded in Deed Book 171, Page 475, records of the Superior Court of Walton County, Georgia.
3. Declaration of Covenants, Conditions and Restrictions for Southfork by Bluecheck Investments, a Georgia corporation, dated March 16, 2005, filed March 16, 2005, and recorded in Deed Book 2164, Page 362, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork from Bluecheck Investments, LLC, a Georgia limited liability corporation to Miramar Properties, Inc., a Georgia corporation, dated August 19, 2005, filed September 8, 2005, and recorded in Deed Book 2290, Page 499, aforesaid records; as further amended by The Second Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated September 22, 2005, filed November 29, 2005, and recorded in Deed Book 2349, Page 378, aforesaid records; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated December 26, 2005, filed December 29, 2005, and recorded in Deed Book 2373, Page 205, aforesaid records; as assigned by Assignment of Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation in favor of CRM Central Properties, LLC, a Georgia limited liability company, dated as of January 28, 2010, filed January 29, 2010, and recorded in Deed Book 3125, Page 164, aforesaid records; as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated February 2, 2010, filed February 2, 2010, and recorded in Deed Book 3126, Page 83, aforesaid records; as transferred by Quitclaim Transfer of Declarant Rights from CRM Central Properties, LLC, a Georgia limited liability company to Cygnus GA, LLC, a Georgia limited liability company, dated as of November 1, 2012, filed November 14, 2012, and recorded in Deed Book 3453, Page 493, aforesaid records; as may be further amended and/or supplemented.
4. Restrictions regarding "Open Space" as contained in Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated May 10, 2005, filed May 11, 2005, and recorded in Deed Book 2201, Page 346, aforesaid records; as corrected by Corrective Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated March 28, 2006, filed March 29, 2006, and recorded in Deed Book 2432, Page 286, aforesaid records.

5. Grant of Easement from VPAMH Claude Brewer LB LLC, a Delaware limited liability company to Comcast Cable Communications Management, LLC, dated June 1, 2023, filed September 7, 2023 and recorded in Deed Book 5365, Page 100, aforesaid records.
6. Terms, Conditions and Provisions as set forth in the Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded December 6, 2021 in Deed Book 5030, Page 12, Walton County, Georgia Records.
7. Declaration of Covenants and Restrictions for Rocky Creek Walton County, Georgia dated May 23, 2025 and as recorded May 23, 2025 in Deed Book 5590, Pages 614-661, Walton County, Georgia Records.

**BK:5510 PG:263-269**  
Filed and Recorded  
Jul-26-2024 02:02 PM  
DOC# 2024 - 007963  
Real Estate Transfer Tax  
Paid: \$ 2887.50  
1472024002930  
KAREN P. DAVID  
CLERK OF SUPERIOR COURT  
WALTON COUNTY, GA  
Participant ID: 5391045298

After Recording, Return to:  
AMH Development, LLC  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302  
Attn: Legal Department  
Tax Parcel Id. Nos.: A portion of LG 160005

Prepared by:  
David Levine  
Harvest LLP  
10940 Wilshire Blvd.  
Suite 1600  
Los Angeles, CA 90024

### **LIMITED WARRANTY DEED**

**THIS INDENTURE** is made as of the 25<sup>th</sup> day of July, 2024, by and between **VPAMH CLAUDE BREWER LB LLC**, a Delaware limited liability company, as party of the first part, hereinafter referred to as “**Grantor**,” and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, with an address of 23975 Park Sorrento, Suite 300, Calabasas, California, 91302, as party of the second part, hereinafter referred to as “**Grantee**”; the words “Grantor” and “Grantee” to include the neuter, masculine and feminine genders, the singular and the plural.

### **W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 182, 4th District, 2nd Section, Walton County, Georgia records, as more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (the “**Property**”). This conveyance is made subject to the “**Permitted Exceptions**” shown on **Exhibit “B”** attached hereto and incorporated by this reference.

**TO HAVE AND TO HOLD** the Property, together with all improvements thereon and therein, any and all of 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 Grantee and the heirs, legal representatives, successors and assigns of Grantee forever **IN FEE SIMPLE**.

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.



IN WITNESS WHEREOF, Grantor has caused this limited warranty deed to be signed and sealed by its duly authorized officer as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Curtis B.  
Unofficial Witness

Shelly Marie Kramar  
Notary Public

My Commission Expires: Jan 31, 2028

[AFFIX NOTARIAL SEAL]



**GRANTOR:**

**VPAMH CLAUDE BREWER LB LLC,**  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

By: Värde Partners, Inc.  
Its: Manager

By: Anders Gode  
Name: Anders Gode  
Title: Managing Director

[SEAL]

**EXHIBIT "A"****Legal Description of Property**

All that tract or parcel of land lying and being in Land Lot 182, 4th District, 2nd Section, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at a 1/2" rebar found at the northeasterly right-of-way intersection of Claude Brewer Road (R/W Varies) and Milton Bryan Drive (70' R/W); thence North 08°58'45" West a distance of 440.24 feet to a point and the Point of Beginning.

**Thence** North 08°58'45" West a distance of 100.00 feet to a point; thence North 08°58'45" West a distance of 100.00 feet to a point; thence North 08°58'45" West a distance of 100.00 feet to a point; thence North 08°58'45" West a distance of 88.61 feet to a 5/8" rebar found; thence North 88°03'20" West a distance of 1.93 feet to a point; thence North 88°03'20" West a distance of 100.00 feet to a point; thence North 88°03'20" West a distance of 100.00 feet to a point; thence North 88°03'20" West a distance of 100.00 feet to a point; thence North 88°03'20" West a distance of 100.00 feet to a point; thence North 88°03'20" West a distance of 100.00 feet to a point; thence North 88°03'20" West a distance of 100.00 feet to a point; thence North 88°03'20" West a distance of 123.00 feet to a point; thence North 88°03'20" West a distance of 155.69 feet to an axle found; thence North 29°40'19" West a distance of 25.77 feet to a point; thence North 29°40'19" West a distance of 170.78 feet to a point; thence North 29°40'19" West a distance of 107.59 feet to a point; thence North 29°40'19" West a distance of 100.00 feet to a point; thence North 29°40'19" West a distance of 146.98 feet to a point; thence North 29°40'19" West a distance of 107.80 feet to a point; thence North 60°19'21" East a distance of 228.05 feet to a point; thence South 29°40'39" East a distance of 120.12 feet to a point on the proposed northwesterly right-of-way of Bronte Drive (60' R/W); thence along said proposed right-of-way with a curve turning to the left with an arc length of 82.91 feet with a radius of 60.00 feet with a chord bearing of South 27°57'18" West with a chord length of 76.47 feet to a point; thence with a compound curve turning to the left with an arc length of 18.90 feet with a radius of 60.00 feet with a chord bearing of South 20°39'19" East with a chord length of 18.82 feet to a point; thence South 29°40'39" East a distance of 75.14 feet to a point; thence South 29°40'39" East a distance of 100.00 feet to a point; thence South 29°40'39" East a distance of 86.56 feet to a point; thence with a curve turning to the left with an arc length of 12.37 feet with a radius of 230.00 feet with a chord bearing of South 31°13'06" East with a chord length of 12.37 feet to a point; thence with a compound curve turning to the left with an arc length of 92.62 feet with a radius of 230.00 feet with a chord bearing of South 44°17'45" East with a chord length of 92.00 feet to a point; thence with a compound curve turning to the left with an arc length of 92.62 feet with a radius of 230.00 feet with a chord bearing of South 67°22'11" East with a chord length of 92.00 feet to a point; thence with a compound curve turning to the left with an arc length of 36.70 feet with a radius of 230.00 feet with a chord bearing of South 83°28'41" East with a chord length of 36.66 feet to a point; thence South 88°02'58" East a distance of 60.23 feet to a point; thence South 88°02'58" East a distance of 100.00 feet to a point; thence South 88°02'58" East a distance of 100.00 feet to a point; thence South 88°02'58" East a distance of 100.00 feet to a point; thence South 88°02'58" East a distance of 100.00 feet to a point; thence South 88°02'58" East a distance of 100.00 feet to a point; thence South 88°02'58" East a distance of 26.94 feet to a point; thence with a curve turning to the right with an arc length of 179.43 feet with a radius of 130.00 feet with

a chord bearing of South 48°30'28" East with a chord length of 165.53 feet to a point; thence South 08°57'58" East a distance of 13.31 feet to a point; thence South 08°57'58" East a distance of 100.00 feet to a point; thence South 08°57'58" East a distance of 100.00 feet to a point; thence South 08°57'58" East a distance of 100.00 feet to a point; thence leaving said proposed right-of-way South 81°02'02" West a distance of 160.15 feet to the **Point of Beginning**.

Said tract contains 7.459 acres or 324,933 square feet.

TOGETHER WITH easement rights as contained in that Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded at Deed Book 5030, pages 12-23, Walton County, Georgia Records, and subject to the terms and conditions thereof.

**EXHIBIT "B"**

**Permitted Exceptions**

1. Real property taxes and assessments (general, special or other) and for subsequent assessments for prior years due to changes in the use or ownership, or both;
2. All matters of record set forth on Exhibit B-1 attached hereto;
3. Any lien or encumbrance relating to non-delinquent general or special assessments levied against the Property by any federal, state or local governmental or quasi-governmental entity or agency from and after the date hereof and not arising as a result of any act of Grantor; and
4. Those matters caused by or consented to in writing by Grantee or any of its affiliates.

**EXHIBIT "B-1"****Specific Exceptions**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
2. Easement from Mrs. H. B. (Elizabeth) Ray to the City of Loganville, Georgia, dated August 28, 1981, filed September 4, 1981, and recorded in Deed Book 171, Page 475, records of the Superior Court of Walton County, Georgia.
3. Declaration of Covenants, Conditions and Restrictions for Southfork by Bluecheck Investments, a Georgia corporation, dated March 16, 2005, filed March 16, 2005, and recorded in Deed Book 2164, Page 362, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork from Bluecheck Investments, LLC, a Georgia limited liability corporation to Miramar Properties, Inc., a Georgia corporation, dated August 19, 2005, filed September 8, 2005, and recorded in Deed Book 2290, Page 499, aforesaid records; as further amended by The Second Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated September 22, 2005, filed November 29, 2005, and recorded in Deed Book 2349, Page 378, aforesaid records; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated December 26, 2005, filed December 29, 2005, and recorded in Deed Book 2373, Page 205, aforesaid records; as assigned by Assignment of Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation in favor of CRM Central Properties, LLC, a Georgia limited liability company, dated as of January 28, 2010, filed January 29, 2010, and recorded in Deed Book 3125, Page 164, aforesaid records; as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated February 2, 2010, filed February 2, 2010, and recorded in Deed Book 3126, Page 83, aforesaid records; as transferred by Quitclaim Transfer of Declarant Rights from CRM Central Properties, LLC, a Georgia limited liability company to Cygnus GA, LLC, a Georgia limited liability company, dated as of November 1, 2012, filed November 14, 2012, and recorded in Deed Book 3453, Page 493, aforesaid records; as may be further amended and/or supplemented.
4. Restrictions regarding "Open Space" as contained in Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated May 10, 2005, filed May 11, 2005, and recorded in Deed Book 2201, Page 346, aforesaid records; as corrected by Corrective Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated March 28, 2006, filed March 29, 2006, and recorded in Deed Book 2432, Page 286, aforesaid records.

5. Grant of Easement in favor of Comcast Cable Communications Management, LLC, for the purposes as contained therein, including the terms, conditions and provisions as set forth in said instrument, as recorded September 7, 2023 in Deed Book 5365, Page 100, aforesaid records.

*Karen P. David*

KAREN P. DAVID

CLERK OF SUPERIOR COURT

Walton COUNTY

Real Estate Transfer Tax

Paid : \$ 3048.00

PT-61 147-2025-002525

After Recording, Return to:  
AMH Development, LLC  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302  
Attn: Legal Department  
Tax Parcel Id. Nos.: A portion of LG 160005

Prepared by:  
David Levine  
Harvest LLP  
10940 Wilshire Blvd.  
Suite 1600  
Los Angeles, CA 90024

### **LIMITED WARRANTY DEED**

**THIS INDENTURE** is made as of the 24th day of July, 2025, by and between **VPAMH CLAUDE BREWER LB LLC**, a Delaware limited liability company, as party of the first part, hereinafter referred to as “**Grantor**,” and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, with an address of 23975 Park Sorrento, Suite 300, Calabasas, California, 91302, as party of the second part, hereinafter referred to as “**Grantee**”; the words “Grantor” and “Grantee” to include the neuter, masculine and feminine genders, the singular and the plural.

### **W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 182, 4th District, Walton County, Georgia records, as more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (the “**Property**”). This conveyance is made subject to the “**Permitted Exceptions**” shown on **Exhibit “B”** attached hereto and incorporated by this reference.

**TO HAVE AND TO HOLD** the Property, together with all improvements thereon and therein, any and all of 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 Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

[Signatures on next page]

**IN WITNESS WHEREOF**, Grantor has caused this limited warranty deed to be signed and sealed by its duly authorized officer as of the day and year first above written.

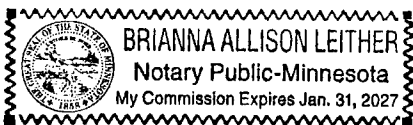
Signed, sealed and delivered  
in the presence of:

Kelly Cull  
Unofficial Witness

Boni Livi  
Notary Public

My Commission Expires: 1/31/2027

[AFFIX NOTARIAL SEAL]



**GRANTOR:**

**VPAMH CLAUDE BREWER LB LLC**,  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

By: Värde Partners, Inc.  
Its: Manager

By: John Batterman  
Name: John Batterman  
Title: Director

[SEAL]



**EXHIBIT "A"****Legal Description of Property****TRACT 1**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the northerly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Proposed Dickens Trail (60' R/W); thence along the easterly right-of-way of Proposed Bronte Drive (60' R/W) North 08°57'58" West a distance of 10.26 feet to a point; thence with a curve turning to the left with an arc length of 176.35 feet with a radius of 190.00 feet with a chord bearing of North 35°33'19" West with a chord length of 170.08 feet to a point on the easterly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Proposed Tolstoy Trail (60' R/W); thence along the easterly right-of-way of Proposed Tolstoy Trail (60' R/W) with a reverse curve turning to the right with an arc length of 26.61 feet with a radius of 20.00 feet with a chord bearing of North 24°01'53" West with a chord length of 24.69 feet to a point; thence North 14°04'53" East a distance of 8.02 feet to a point; thence with a curve turning to the left with an arc length of 29.88 feet with a radius of 230.00 feet with a chord bearing of North 10°21'36" East with a chord length of 29.86 feet to a 1/2" rebar found; thence leaving said right-of-way North 60°11'21" East a distance of 204.99 feet to a 1/2" rebar found; thence North 29°48'39" West a distance of 645.00 feet to a 1/2" rebar found; thence North 60°11'21" East a distance of 160.00 feet to a 1/2" rebar found on the southwesterly right-of-way of Proposed Woolf Way (60' R/W); thence along the southwesterly right-of-way of Proposed Woolf Way (60' R/W) South 29°48'39" East a distance of 885.00 feet to a point on the northerly right-of-way intersection of Proposed Woolf Way (60' R/W) and Proposed Dickens Trail (60' R/W); thence along the northerly right-of-way of Proposed Dickens Trail (60' R/W) with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of South 15°11'21" West with a chord length of 28.28 feet to a point; thence South 60°11'21" West a distance of 330.76 feet to a point; thence with a curve turning to the right with an arc length of 13.34 feet with a radius of 70.00 feet with a chord bearing of South 65°38'56" West with a chord length of 13.32 feet to a point; thence with a compound curve turning to the right with an arc length of 34.88 feet with a radius of 20.00 feet with a chord bearing of North 58°55'44" West with a chord length of 30.63 feet to the **Point of Beginning**.

Said tract contains 4.600 acres or 200,373 square feet.

**TRACT 2**

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Commencing** at the northerly right-of-way intersection of Proposed Woolf Way (60' R/W) and Proposed Dickens Trail (60' R/W); thence leaving said right-of-way North 11°01'47" West a distance of 186.36 feet to a 1/2" rebar found on the easterly right-of-way of Proposed Woolf Way (60' R/W) and the **Point of Beginning**.

**Thence** along the northeasterly right-of-way of Proposed Woolf Way (60' R/W) North 29°48'39" West a distance of 701.18 feet to a 1/2" rebar found; thence leaving said right-of-way North 60°11'21" East a distance of 159.63 feet to a 1/2" rebar found; thence South 29°49'39" East a distance of 701.18 feet to a 1/2" rebar found; thence South 60°11'21" West a distance of 159.83 feet to the **Point of Beginning**.

Said tract contains 2.571 acres or 112,000 square feet.

TOGETHER WITH easement rights as contained in that Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded at Deed Book 5030, pages 12-23, Walton County, Georgia Records, and subject to the terms and conditions thereof.

**EXHIBIT "B"****Permitted Exceptions**

1. Real property taxes and assessments (general, special or other) and for subsequent assessments for prior years due to changes in the use or ownership, or both;
2. All matters of record set forth on Exhibit B-1 attached hereto;
3. Any lien or encumbrance relating to non-delinquent general or special assessments levied against the Property by any federal, state or local governmental or quasi-governmental entity or agency from and after the date hereof and not arising as a result of any act of Grantor; and
4. Those matters caused by or consented to in writing by Grantee or any of its affiliates.

**EXHIBIT "B-1"****Specific Exceptions**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
2. Easement from Mrs. H. B. (Elizabeth) Ray to the City of Loganville, Georgia, dated August 28, 1981, filed September 4, 1981, and recorded in Deed Book 171, Page 475, records of the Superior Court of Walton County, Georgia.
3. Declaration of Covenants, Conditions and Restrictions for Southfork by Bluecheck Investments, a Georgia corporation, dated March 16, 2005, filed March 16, 2005, and recorded in Deed Book 2164, Page 362, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork from Bluecheck Investments, LLC, a Georgia limited liability corporation to Miramar Properties, Inc., a Georgia corporation, dated August 19, 2005, filed September 8, 2005, and recorded in Deed Book 2290, Page 499, aforesaid records; as further amended by The Second Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated September 22, 2005, filed November 29, 2005, and recorded in Deed Book 2349, Page 378, aforesaid records; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated December 26, 2005, filed December 29, 2005, and recorded in Deed Book 2373, Page 205, aforesaid records; as assigned by Assignment of Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation in favor of CRM Central Properties, LLC, a Georgia limited liability company, dated as of January 28, 2010, filed January 29, 2010, and recorded in Deed Book 3125, Page 164, aforesaid records; as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated February 2, 2010, filed February 2, 2010, and recorded in Deed Book 3126, Page 83, aforesaid records; as transferred by Quitclaim Transfer of Declarant Rights from CRM Central Properties, LLC, a Georgia limited liability company to Cygnus GA, LLC, a Georgia limited liability company, dated as of November 1, 2012, filed November 14, 2012, and recorded in Deed Book 3453, Page 493, aforesaid records; as may be further amended and/or supplemented.
4. Restrictions regarding "Open Space" as contained in Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated May 10, 2005, filed May 11, 2005, and recorded in Deed Book 2201, Page 346, aforesaid records; as corrected by Corrective Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated March 28, 2006, filed March 29, 2006, and recorded in Deed Book 2432, Page 286, aforesaid records.

5. Grant of Easement from VPAMH Claude Brewer LB LLC, a Delaware limited liability company to Comcast Cable Communications Management, LLC, dated June 1, 2023, filed September 7, 2023 and recorded in Deed Book 5365, Page 100, aforesaid records.
6. Terms, Conditions and Provisions as set forth in the Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded December 6, 2021 in Deed Book 5030, Page 12, Walton County, Georgia Records.
7. Declaration of Covenants and Restrictions for Rocky Creek Walton County, Georgia dated May 23, 2025 and as recorded May 23, 2025 in Deed Book 5590, Pages 614-661, Walton County, Georgia Records.

*Karen P. David*

KAREN P. DAVID

CLERK OF SUPERIOR COURT

Walton COUNTY

Real Estate Transfer Tax

Paid : \$ 2887.50

PT-61 147-2025-000183

After Recording, Return to:

AMH Development, LLC  
23975 Park Sorrento, Suite 300  
Calabasas, CA 91302  
Attn: Legal Department  
Tax Parcel Id. Nos.: A portion of LG 160005

Prepared by:

David Levine  
Harvest LLP  
10940 Wilshire Blvd.  
Suite 1600  
Los Angeles, CA 90024

**LIMITED WARRANTY DEED**

**THIS INDENTURE** is made as of the 23rd day of January, 2025, by and between **VPAMH CLAUDE BREWER LB LLC**, a Delaware limited liability company, as party of the first part, hereinafter referred to as “**Grantor**,” and **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, with an address of 23975 Park Sorrento, Suite 300, Calabasas, California, 91302, as party of the second part, hereinafter referred to as “**Grantee**”; the words “Grantor” and “Grantee” to include the neuter, masculine and feminine genders, the singular and the plural.

**W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 182, 4th District, Walton County, Georgia records, as more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (the “**Property**”). This conveyance is made subject to the “**Permitted Exceptions**” shown on **Exhibit “B”** attached hereto and incorporated by this reference.


**TO HAVE AND TO HOLD** the Property, together with all improvements thereon and therein, any and all of 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 Grantee and the heirs, legal representatives, successors and assigns of Grantee forever **IN FEE SIMPLE**.

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

**IN WITNESS WHEREOF**, Grantor has caused this limited warranty deed to be signed and sealed by its duly authorized officer as of the day and year first above written.

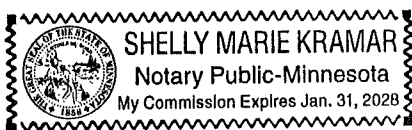
Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My Commission Expires: Jan. 31, 2028

[AFFIX NOTARIAL SEAL]




**GRANTOR:**

**VPAMH CLAUDE BREWER LB LLC,**  
a Delaware limited liability company

By: VP Diamond NoteCo LLC  
Its: Sole Member

By: Värde Partners, Inc.  
Its: Manager

By:   
Name: Jon Miller  
Title: Managing Director

[SEAL]



## Exhibit "A"

### TRACT 1

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the easterly right-of-way intersection of Proposed Bronte Drive (60' R/W) and Proposed Faulkner Court (60' R/W); thence along the easterly said right-of-way of Proposed Faulkner Court (60' R/W) with a curve turning to the right with an arc length of 31.42 feet with a radius of 20.00 feet with a chord bearing of North 43°02'58" West with a chord length of 28.28 feet to a point; thence North 01°57'02" East a distance of 47.16 feet to a point; thence with a curve turning to the left with an arc length of 127.50 feet with a radius of 230.00 feet with a chord bearing of North 13°55'48" West with a chord length of 125.87 feet to a point; thence North 29°48'39" West a distance of 494.32 feet to a point; thence with a curve turning to the right with an arc length of 117.81 feet with a radius of 270.00 feet with a chord bearing of North 17°18'40" West with a chord length of 116.87 feet to a point; thence North 04°48'41" West a distance of 76.49 feet to a point; thence with a curve turning to the left with an arc length of 35.13 feet with a radius of 430.00 feet with a chord bearing of North 07°09'08" West with a chord length of 35.12 feet to a point at the southerly right-of-way intersection of Proposed Faulkner Court (60' R/W) & Proposed Tolstoy Trail (60' R/W); thence along the southerly right-of-way of Proposed Tolstoy Trail (60' R/W) with a reverse curve turning to the right with an arc length of 29.19 feet with a radius of 20.00 feet with a chord bearing of North 32°19'03" East with a chord length of 26.67 feet to a point; thence North 74°07'40" East a distance of 67.25 feet to a point; thence leaving said right-of-way South 29°48'39" East a distance of 936.80 feet to a point; thence South 60°11'21" West a distance of 145.49 feet to a point on the northerly right-of-way of Proposed Bronte Drive (60' R/W); thence along the northerly right-of-way of Proposed Bronte Drive (60' R/W) North 88°02'58" West a distance of 79.16 feet to the **Point of Beginning**.

Said tract contains 3.461 acres or 150,772 square feet.

### TRACT 2

All that tract or parcel of land lying and being in the City of Loganville, Land Lot 182, 4th District, Walton County, Georgia, and being more particularly described as follows:

**Beginning** at the northerly right-of-way intersection of Proposed Faulkner Court (60' R/W) and Proposed Tolstoy Trail (60' R/W); thence along the easterly said right-of-way of Proposed Faulkner Court (60' R/W) with a curve turning to the right with an arc length of 44.32 feet with a radius of 430.00 feet with a chord bearing of North 25°12'16" West with a chord length of 44.30 feet to the **Point of Beginning**.

**Thence** continuing along the right-of-way of Proposed Faulkner Court (60' R/W) thence with a curve turning to the left with an arc length of 398.27 feet with a radius of 430.00 feet with a chord bearing of North 54°41'27" West with a chord length of 384.18 feet to a point; thence North 81°13'29" West a distance of 176.29 feet to a point; thence with a curve turning to the

right with an arc length of 13.25 feet with a radius of 25.00 feet with a chord bearing of North 66°02'16" West with a chord length of 13.10 feet to a point; thence with a reverse curve turning to the left with an arc length of 229.45 feet with a radius of 60.00 feet with a chord bearing of South 19°35'46" West with a chord length of 113.08 feet to a point; thence leaving said right-of-way South 09°22'09" West a distance of 160.58 feet to a point; thence North 77°50'44" West a distance of 40.78 feet to a point; thence North 65°14'34" West a distance of 55.79 feet to a point; thence North 49°58'07" West a distance of 61.16 feet to a point; thence North 30°09'30" West a distance of 90.13 feet to a point; thence North 03°41'34" West a distance of 99.27 feet to a point; thence North 19°11'39" East a distance of 92.52 feet to a point; thence North 42°01'06" East a distance of 79.58 feet to a point; thence North 66°57'20" East a distance of 70.80 feet to a point; thence North 80°17'44" East a distance of 61.18 feet to a point; thence South 79°12'48" East a distance of 74.31 feet to a point; thence South 81°13'29" East a distance of 183.71 feet to a point; thence with a curve turning to the right with an arc length of 479.52 feet with a radius of 590.00 feet with a chord bearing of South 57°56'30" East with a chord length of 466.43 feet to a point; thence South 28°09'26" East a distance of 66.80 feet to a point; thence South 61°50'34" West a distance of 156.21 feet to the **Point of Beginning**.

Said tract contains 4.112 acres or 179,119 square feet.

TOGETHER WITH easement rights as contained in that Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded at Deed Book 5030, pages 12-23, Walton County, Georgia Records, and subject to the terms and conditions thereof.

**EXHIBIT "B"****Permitted Exceptions**

1. Real property taxes and assessments (general, special or other) and for subsequent assessments for prior years due to changes in the use or ownership, or both;
2. All matters of record set forth on Exhibit B-1 attached hereto;
3. Any lien or encumbrance relating to non-delinquent general or special assessments levied against the Property by any federal, state or local governmental or quasi-governmental entity or agency from and after the date hereof and not arising as a result of any act of Grantor; and
4. Those matters caused by or consented to in writing by Grantee or any of its affiliates.

**EXHIBIT "B-1"****Specific Exceptions**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto.
2. Easement from Mrs. H. B. (Elizabeth) Ray to the City of Loganville, Georgia, dated August 28, 1981, filed September 4, 1981, and recorded in Deed Book 171, Page 475, records of the Superior Court of Walton County, Georgia.
3. Declaration of Covenants, Conditions and Restrictions for Southfork by Bluecheck Investments, a Georgia corporation, dated March 16, 2005, filed March 16, 2005, and recorded in Deed Book 2164, Page 362, aforesaid records; as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork from Bluecheck Investments, LLC, a Georgia limited liability corporation to Miramar Properties, Inc., a Georgia corporation, dated August 19, 2005, filed September 8, 2005, and recorded in Deed Book 2290, Page 499, aforesaid records; as further amended by The Second Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated September 22, 2005, filed November 29, 2005, and recorded in Deed Book 2349, Page 378, aforesaid records; as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated December 26, 2005, filed December 29, 2005, and recorded in Deed Book 2373, Page 205, aforesaid records; as assigned by Assignment of Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation in favor of CRM Central Properties, LLC, a Georgia limited liability company, dated as of January 28, 2010, filed January 29, 2010, and recorded in Deed Book 3125, Page 164, aforesaid records; as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Southfork by Miramar Properties, Inc., a Georgia corporation, dated February 2, 2010, filed February 2, 2010, and recorded in Deed Book 3126, Page 83, aforesaid records; as transferred by Quitclaim Transfer of Declarant Rights from CRM Central Properties, LLC, a Georgia limited liability company to Cygnus GA, LLC, a Georgia limited liability company, dated as of November 1, 2012, filed November 14, 2012, and recorded in Deed Book 3453, Page 493, aforesaid records; as may be further amended and/or supplemented.
4. Restrictions regarding "Open Space" as contained in Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated May 10, 2005, filed May 11, 2005, and recorded in Deed Book 2201, Page 346, aforesaid records; as corrected by Corrective Warranty Deed from Bluecheck Investments, LLC to Southfork Homeowners Association, Inc., dated March 28, 2006, filed March 29, 2006, and recorded in Deed Book 2432, Page 286, aforesaid records.

5. Grant of Easement in favor of Comcast Cable Communications Management, LLC, for the purposes as contained therein, including the terms, conditions and provisions as set forth in said instrument, as recorded September 7, 2023 in Deed Book 5365, Page 100, aforesaid records.
6. Terms, Conditions and Provisions as set forth in the Utility Easement Agreement between Southfork Homeowners Association, Inc., City of Loganville, and Loganville Brewer LLC, dated December 3, 2021, and recorded December 6, 2021 in Deed Book 5030, Page 12, Walton County, Georgia Records.



THIS PLAT IS SUBJECT TO COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED MAY 23, 2025, WHICH HEREBY BECOME PART OF THIS PLAT, AND WHICH WERE RECORDED IN DEED BOOK 5590, PAGES 614-661 WITH THE CLERK OF SUPERIOR COURT IN WALTON COUNTY, GEORGIA AND SIGNED BY THE OWNER.

THIS BLOCK RESERVED FOR  
THE CLERK OF THE SUPERIOR COURT

CITY NOTES:

1. TOTAL NUMBER OF LOTS = 119
2. EXISTING ZONING: R-22 CSO (OPEN SPACE SUBDIVISION OVERLAY)
3. TOTAL AREA = 101.769 ACRES
4. MINIMUM LOT AREA - 16,000 SQUARE FEET
5. MINIMUM LOT WIDTH - 100 FEET
6. MAXIMUM BUILDING HEIGHT - 35 FEET
7. BUILDING SETBACKS:  
FRONT: 20 FEET  
SIDE: INTERIOR LINE: 10 FEET, STREET CORNER: 20 FEET  
REAR: INTERIOR LOT: 20 FEET, PERIMETER LOT OR RIGHT-OF-WAY: 40 FEET
8. REQUIRED OPEN SPACE - 25%  
OVERALL PROVIDED OPEN SPACE - 27%
9. OVERALL DENSITY - 1.44 UNITS PER ACRE
10. ALL STORM SEWER AND SANITARY EASEMENTS ARE CENTERED ON THE PIPE.
11. PERMANENT STRUCTURES AND TREES ARE NOT ALLOWED IN SANITARY EASEMENTS ACCORDING TO CURRENT CITY OF LOGANVILLE POLICY.
12. STRUCTURES ARE NOT ALLOWED IN DRAINAGE EASEMENTS.
13. THIS PLAT IS SUBJECT TO COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED MAY 23, 2025, WHICH HEREBY BECOME PART OF THIS PLAT, AND WHICH WERE RECORDED IN DEED BOOK 5590, PAGE 614-661 WITH THE CLERK OF SUPERIOR COURT IN WALTON COUNTY, GEORGIA AND SIGNED BY THE OWNER.
14. AREAS INDICATED AS OPEN SPACE ON THIS PLAT ARE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND ARE SUBJECT TO THE COVENANTS SET FORTH IN SEPARATE HOMEOWNER'S ASSOCIATION DOCUMENT(S) RECORDED AS ABOVE.
15. ALL STREETS SHOWN HEREON ARE PUBLIC.
16. UTILITY PROVIDERS:  
WATER - CITY OF LOGANVILLE  
SEWER - CITY OF LOGANVILLE  
STORM - CITY OF LOGANVILLE  
GAS - LAWRENCEVILLE GAS  
ELECTRIC - WALTON EMC
17. STREAM BUFFER EASEMENTS ARE TO REMAIN IN A NATURAL AND UNDISTURBED CONDITION.
18. WATER METERS AND SEWER CLEANOUTS ARE NOT ALLOWED IN DRIVEWAYS.
19. CLEANOUTS ARE TO BE MAINTAINED AT GRADE AND ARE THE PROPERTY OWNER'S RESPONSIBILITY TO ENSURE ACCESSIBILITY AT ALL TIMES.
20. THE CITY OF LOGANVILLE ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED SUBDIVISION PLAT. THE CITY OF LOGANVILLE DOES NOT ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE OR REPAIR OF PIPES IN DRAINAGE EASEMENTS BEYOND THE CITY PUBLIC STREET RIGHT-OF-WAY.
21. A SIGNED AND RECORDED MAINTENANCE AGREEMENT MUST BE DOCUMENTED AND GIVEN TO THE CITY OF LOGANVILLE PLANNING AND DEVELOPMENT OFFICE BEFORE APPROVAL OF FINAL PLAT.
22. DISTURBED ACREAGE PER PROJECT DEVELOPMENTS PLANS IS 71.21 +/- ACRES.
23. DRAINAGE EASEMENTS TO INCLUDE SETBACKS PER CITY OF LOGANVILLE ORDINANCES AND DEVELOPMENT REGULATIONS.
24. TRACT 1 TO HAVE NO ACCESS TO SANITARY SEWER.
25. AN ACCEPTED DEVELOPMENT AGREEMENT MUST BE IN PLACE FOR FINAL PLAT APPROVAL AND FOR PHASE2.

LEGEND OF SYMBOLS & ABBREVIATIONS

- BC - BACK OF CURB  
BFP - BACK FLOW PREVENTER  
BL - BUILDING LINE  
BH - BUILDING HEIGHT  
BOL - BOLLARD  
BWF - BARBED WIRE FENCE  
C - CABLE TELEVISION LINE  
C&G - CURB AND GUTTER  
CBX - CABLE TV BOX  
CCN - CONCRETE NAIL  
CI - CURB INLET  
CL - CENTERLINE  
CLF - CHAIN LINK FENCE  
CMF - CONCRETE MONUMENT FOUND  
CMP - CORRUGATED METAL PIPE  
CO - CLEAN OUT  
CONC - CONCRETE  
CP - CALCULATED POINT  
CIP - CRIMP TOP PIPE FOUND  
DB - DEED BOOK  
DE - DRAINAGE EASEMENT  
DI - DROP INLET  
DP - DUMPSTER PAD  
DWCB - DOUBLE WING CATCH BASIN  
DYL - DOUBLE YELLOW LINE  
EA - EDGE OF ASPHALT  
EP - EDGE OF PAVING  
FDC - FIRE DEPARTMENT CONNECTION  
FES - FLARED END SECTION  
FH - FIRE HYDRANT  
FL - FLOW LINE  
FRM - FLOOD INSURANCE RATE MAP  
G - GAS LINE  
GI - GRATE INLET  
GM - GAS METER  
GMD - GEORGIA MULTIA DISTRICT  
GTMH - GREASE TRAP MANHOLE  
GP - GUY POLE  
GPTP - GUY POLE & TELEPHONE POLE  
GV - GAS VALVE  
GW - GUY WIRE

GV - GAS VALVE  
GW - GUY WIRE  
HC - HANDICAP  
HDPE - HIGH DENSITY POLYETHYLENE  
HW - HEADWALL  
HWF - HOOD WIRE FENCE  
IV - IRRIGATION VALVE  
INV - INVERT  
IPE - IRON PIN FOUND  
IPS - IRON PIN SET (1/2"RB W/ LOW PLASTIC CAP)  
JB - JUNCTION BOX  
LAT - SEWER LATERAL  
LI - LAND LOT  
LL - LAND LOT LINE  
LLL - LAND LOT LINE  
LP - LIGHT POLE  
M - MEASURED  
MC - MAGNETIC NAIL  
MC - MOTORCYCLE PARKING  
MH - MANHOLE  
MON - MONUMENT  
MON - MONITORING WELL  
NF - NOW OR FORMERLY  
NLS - NAIL SET  
NTS - NOT TO SCALE  
OCS - OUTLET CONTROL STRUCTURE  
O.S.D. - OUTSIDE DIMENSION  
OT - OPEN TOP PIPE  
PB - PLAT BOOK  
PBY - POWER BOX  
PG - PAGE  
PIV - POST INDICATOR VALVE  
PKWS - PK WALK SET  
PL - PROPERTY LINE  
PM - POWER METER  
POS - POINT OF BEGINNING  
POC - POINT OF COMMENCEMENT  
POE - POINT OF ENTRY  
PP - POWER LINE  
JP - POWER POLE

PSC - PARKING SPACE COUNT  
PSO - POWER STUB OUT  
PT - POWER & TELEPHONE LINE  
PTLP - POWER, TELEPHONE & LIGHT POLE  
PTP - POWER & TELEPHONE POLE  
PVC - POLYVINYL CHLORIDE PIPE  
R - RECORD  
RB - REINFORCING BAR  
RCP - REINFORCED CONCRETE PIPE  
RM - RECORD DEED MEASURE  
RW - RIGHT OF WAY  
SD - STORM DRAIN  
SF - SQUARE FEET  
SP - SERVICE POLE  
SRF - SOLID ROD FOUND  
SSE - SANITARY SEWER EASEMENT  
SS - SANITARY SEWER  
SWCB - SINGLE WING CATCH BASIN  
SYL - SINGLE YELLOW LINE  
T - TELEPHONE LINE  
TBM - TEMPORARY BENCH MARK  
TEX - TELEPHONE REDESTRAL BOX  
TC - TOP OF CURB  
TMH - TELEPHONE MANHOLE  
TP - TELEPHONE POLE  
TPCB - TRUE POINT OF BEGINNING  
TPM - TAX PARCEL NUMBER  
TSB - TRAFFIC SIGNAL BOX  
TSP - TRAFFIC SIGNAL POLE  
UP - UNDERGROUND POWER  
UT - UNDERGROUND TELEPHONE  
VP - VENT PIPE  
W - WATER LINE  
WE - WATER EASEMENT  
WV - WATER VALVE  
WL - WHITE LINE  
WM - WATER METER  
WVT - WATER VAULT
- APPROXIMATE  
100-YR FLOOD PLAIN

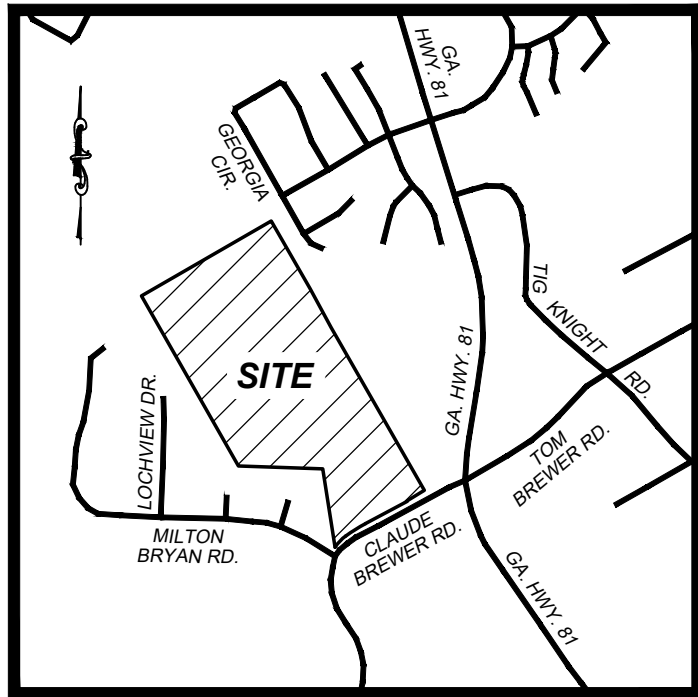
OPEN SPACE  
(UNDISTURBED)

OPEN SPACE  
(DISTURBED)
- TOPOGRAPHIC CONTOUR ———700———  
TOPOGRAPHIC CONTOUR - - -702- - -

FINAL SUBDIVISION PLAT  
FOR  
**ROCKY CREEK**  
PHASE 1  
LOCATED WITHIN  
LAND LOT 182, 4TH DISTRICT, SECTION 2  
CITY OF LOGANVILLE  
WALTON COUNTY, GEORGIA  
TAX PARCEL: LG160005

PUBLIC NOTICE:

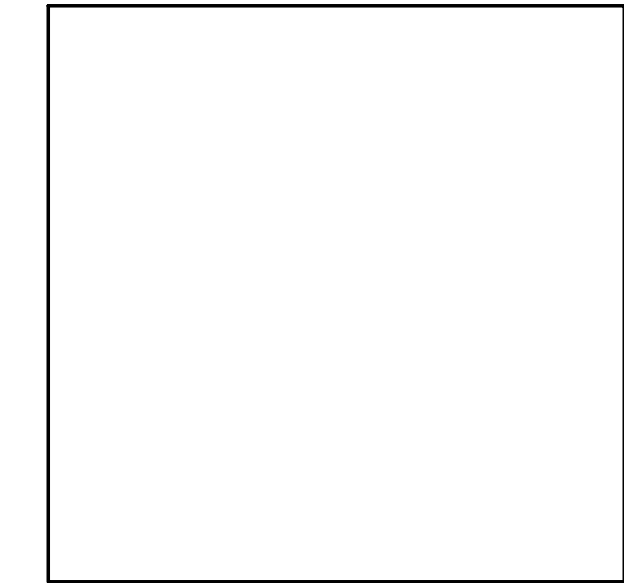
- A. The City of Loganville assumes no responsibility for overflow or erosion of natural or artificial drains beyond the extent of the street right-of-way, or for the extension of culverts beyond the point shown on the approved and recorded subdivision plat.
- B. Stream Buffer Easements are to remain in a natural and undisturbed condition.
- C. Structures are not allowed in drainage easements.











THIS BLOCK RESERVED FOR  
THE CLERK OF THE SUPERIOR COURT

### CURVE TABLE

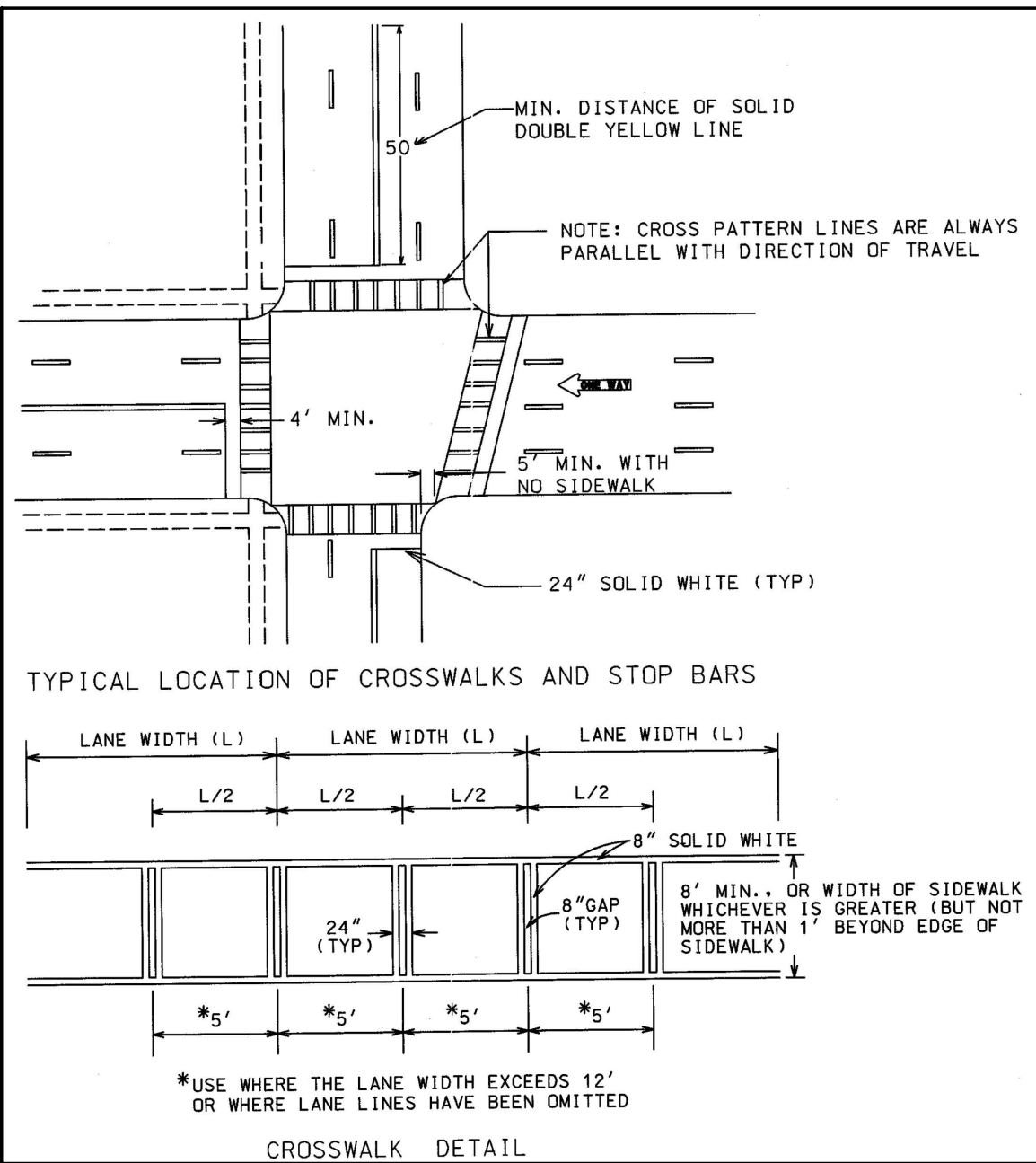
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	70.00'	26.75'	N19°54'46"W	26.59'
C2	20.00'	30.88'	N35°16'11"E	27.90'
C3	150.00'	34.00'	N73°00'42"E	33.93'
C4	150.00'	16.57'	N63°21'12"E	16.56'
C5	20.00'	31.42'	S74°48'39"E	28.28'
C6	1750.46'	121.08'	S59°53'36"W	121.06'
C7	90.00'	26.91'	S68°45'17"W	26.81'
C8	20.00'	32.21'	N55°49'22"W	29.19'
C9	20.00'	19.57'	N19°03'45"E	18.80'
C10	20.00'	10.70'	N62°24'56"E	10.57'
C11	130.00'	39.82'	N68°57'53"E	39.67'
C12	20.00'	31.42'	S74°48'39"E	28.28'
C13	20.00'	31.42'	S15°11'21"W	28.28'
C14	1750.46'	62.00'	S54°55'54"W	61.99'
C15	438.46'	163.18'	S43°14'50"W	162.24'
C16	130.00'	49.67'	S19°54'46"E	49.37'
C17	130.00'	179.43'	S48°30'28"E	165.53'
C18	230.00'	36.70'	S83°25'25"E	36.66'
C19	230.00'	92.62'	S25°22'11"E	92.30'
C20	230.00'	92.62'	S44°17'45"E	92.00'
C21	230.00'	12.37'	S31°13'06"E	12.37'
C22	60.00'	18.90'	S20°39'19"E	18.82'
C23	60.00'	82.91'	S27°57'18"W	76.47'
C24	60.00'	42.63'	S87°53'57"W	41.74'
C25	25.00'	25.50'	N13°59'49"E	24.41'
C26	60.00'	120.39'	N14°15'48"W	101.19'
C27	170.00'	13.31'	N31°55'16"W	13.31'
C28	170.00'	159.88'	N61°06'25"W	154.05'
C29	170.00'	94.24'	S13°55'48"E	93.04'
C30	20.00'	31.42'	S46°57'02"W	28.28'
C31	25.00'	8.34'	S39°21'46"E	8.30'
C32	330.00'	95.38'	S21°31'50"E	95.05'
C33	330.00'	48.60'	S09°01'51"E	48.56'
C34	370.00'	78.75'	S10°54'31"E	78.60'
C35	370.00'	107.57'	S25°21'56"E	107.59'
C36	370.00'	105.71'	S41°54'38"E	105.36'
C37	370.00'	105.71'	S58°16'51"E	105.36'
C38	370.00'	95.31'	S73°50'43"E	95.05'
C39	60.00'	58.34'	N62°11'11"E	56.07'
C40	25.00'	28.12'	N66°33'01"E	26.66'
C41	60.00'	75.00'	S54°08'51"E	70.21'
C42	60.00'	75.00'	S17°28'20"W	70.21'
C43	25.00'	5.37'	N57°00'22"W	5.36'
C44	60.00'	79.45'	N88°47'03"W	73.77'
C45	25.00'	7.88'	N72°11'36"W	7.85'
C46	430.00'	15.28'	N80°12'30"W	15.25'
C47	590.00'	20.93'	S80°12'30"E	20.93'
C48	430.00'	95.75'	N72°48'46"W	95.56'
C49	590.00'	131.38'	S72°48'46"E	131.11'
C50	430.00'	95.75'	N60°03'14"W	95.56'
C51	590.00'	131.38'	S60°03'14"E	131.11'
C52	430.00'	95.75'	N47°17'43"W	95.56'
C53	590.00'	131.38'	S47°17'43"E	131.11'
C54	430.00'	95.75'	N34°32'11"W	95.56'
C55	590.00'	64.44'	S37°47'13"E	64.40'
C56	20.00'	29.19'	N64°03'43"W	26.67'
C57	430.00'	44.32'	N25°12'16"W	44.30'
C58	150.00'	88.98'	N88°52'41"W	87.68'
C59	270.00'	41.49'	N09°12'49"W	41.45'
C60	430.00'	35.13'	N07°09'08"W	35.12'
C61	20.00'	29.19'	N32°19'03"E	26.67'
C62	90.00'	119.48'	S67°50'30"E	110.90'
C63	170.00'	130.23'	S07°51'53"E	127.07'
C64	20.00'	27.18'	S53°00'58"W	25.14'
C65	20.00'	31.42'	N43°02'58"W	28.28'
C66	230.00'	97.04'	N10°08'11"W	96.32'
C67	230.00'	30.46'	N26°01'01"W	30.44'
C68	76.270.00'	76.32'	N21°42'47"W	76.06'
C69	20.00'	31.42'	N15°11'21"E	28.28'
C71	20.00'	31.42'	S15°11'21"W	28.28'
C72	70.00'	13.34'	S65°38'56"W	13.32'
C73	20.00'	34.88'	N58°55'44"W	30.63'
C74	190.00'	124.69'	N27°46'00"W	122.46'
C75	190.00'	51.86'	N54°21'21"W	51.50'
C76	20.00'	26.61'	N24°01'53"W	24.69'
C77	230.00'	29.88'	N10°21'36"E	29.86'
C78	230.00'	109.51'	N07°00'08"W	108.48'
C79	230.00'	36.80'	N25°13'37"W	36.76'
C80	172.560.00'	71.580'	S58°05'04"E	71.546'
C81	150.00'	37.89'	S37°02'53"E	37.79'
C82	20.00'	31.42'	S74°48'39"E	28.28'
C83	1750.46'	60.05'	S56°55'45"W	60.04'
C84	25.00'	6.31'	N22°27'03"W	6.29'

### CENTERLINE CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
A	120.00'	45.85'	N19°54'46"W	45.57'	21°53'36"	23.21'
B	160.00'	220.84'	N48°30'28"W	203.72'	79°05'00"	132.09'
C	200.00'	203.76'	N58°51'49"W	195.06'	58°22'18"	111.71'
D	120.00'	43.66'	N70°36'41"E	43.42'	20°50'41"	22.07'
E	120.00'	43.66'	N70°36'41"E	43.42'	20°50'41"	22.07'
F	200.00'	153.21'	N07°51'53"W	149.49'	43°53'32"	80.59'
G	120.00'	159.30'	N67°50'30"W	147.86'	76°03'41"	93.86'
H	200.00'	110.87'	N13°55'48"W	109.45'	31°45'41"	56.90'
I	300.00'	130.90'	N17°18'40"W	129.86'	24°59'58"	66.51'
J	400.00'	533.47'	N43°01'05"W	494.80'	76°24'48"	314.84'

### CALL TABLE

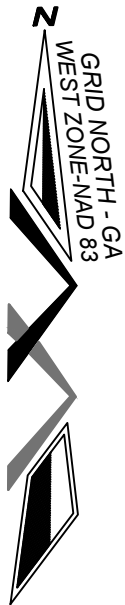
LINE	BEARING	DISTANCE
L1	N30°51'34"W	8.40'
L2	N30°51'34"W	28.08'
L3	S29°48'39"E	22.45'
L4	S30°51'34"E	24.09'
L5	S08°57'58"E	29.09'
L6	S30°51'34"E	14.70'
L7	N68°03'20"W	1.93'
L8	S88°02'58"E	26.91'
L9	S08°57'58"E	13.31'
L10	N29°40'19"W	25.77'
L11	N18°15'20"E	13.32'
L12	S29°48'39"E	18.94'
L13	N11°42'37"W	6.13'
L14	N11°42'37"W	13.34'
L15	S04°48'41"E	28.04'
L16	S81°13'29"E	9.84'
L17	S81°13'29"E	32.74'
L18	N87°24'16"W	32.53'
L19	N77°50'44"W	40.78'
L20	S74°07'40"W	16.15'
L21	S29°48'39"E	33.00'
L22	S29°48'39"E	7.87'
L23	S14°04'53"W	7.93'
L24	N01°57'02"E	36.22'
L25	N01°57'02"E	10.94'
L26	N29°48'39"W	24.69'
L27	N29°48'39"W	30.00'
L28	N08°57'58"W	10.26'
L29	N14°04'53"E	8.02'
L30	S60°11'48"W	80.00'
L31	S58°38'16"W	52.80'
L32	S26°45'19"E	5.45'
L33	S61°55'01"W	6.93'



## SHEET INDEX

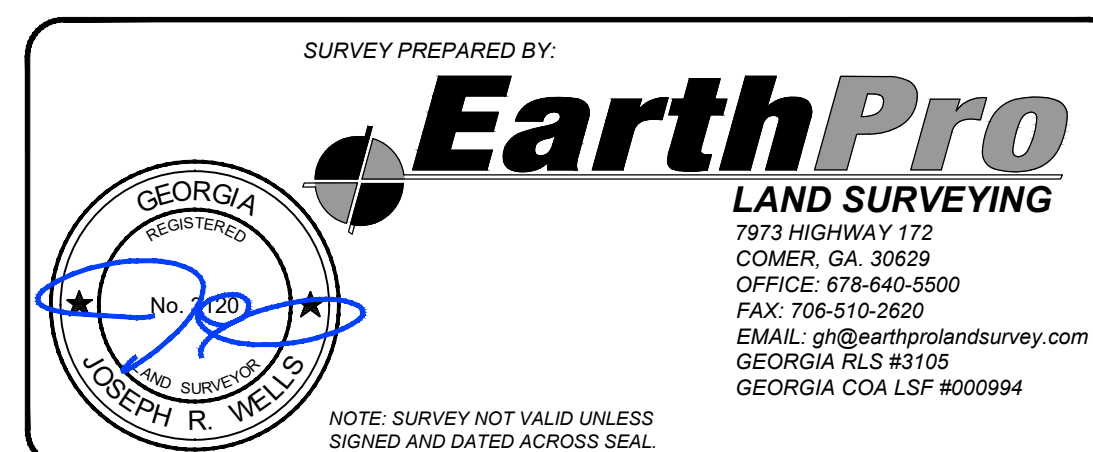
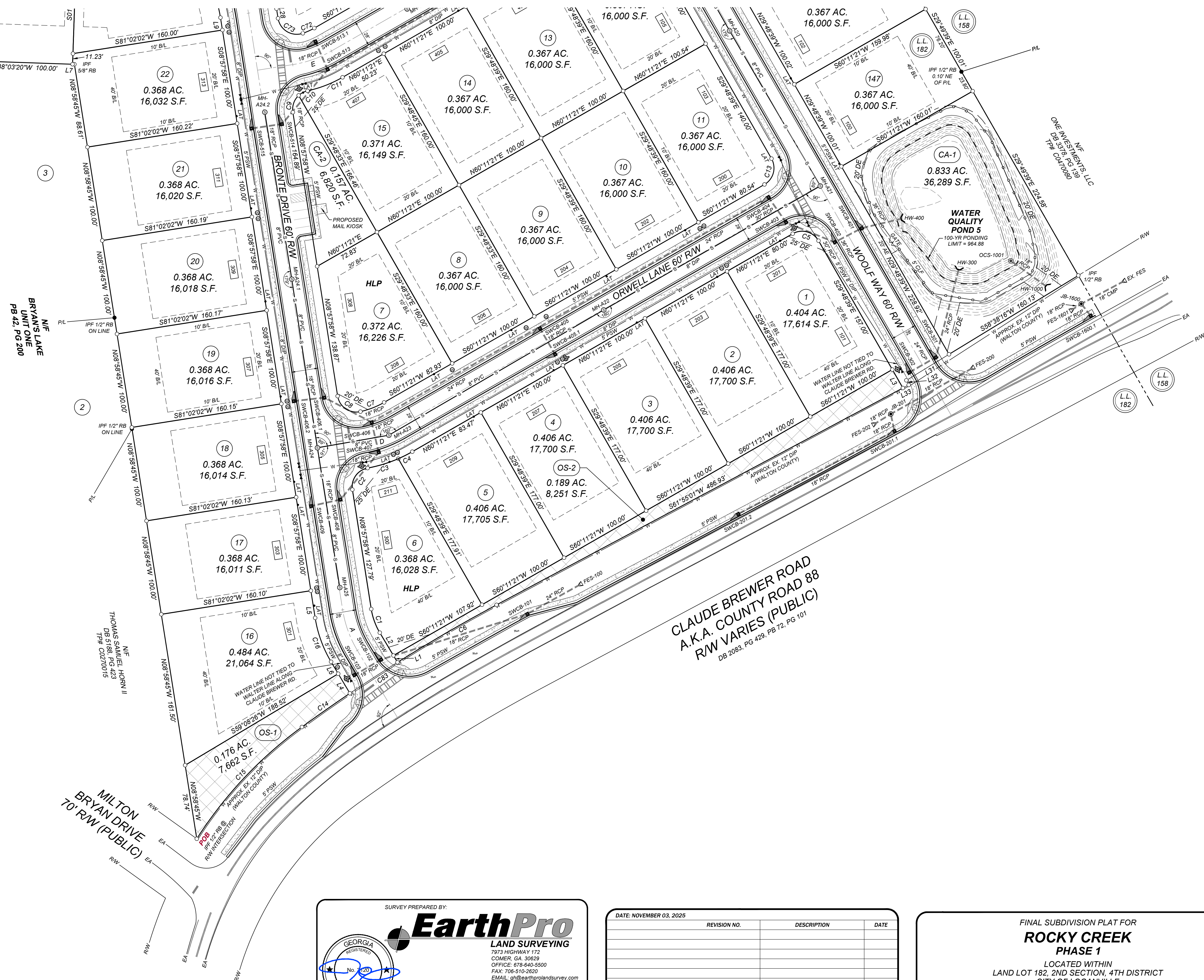
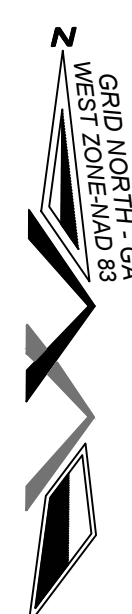
FINAL SUBDIVISION PLAT FOR  
**ROCKY CREEK**  
PHASE 1  
LOCATED WITHIN  
LAND LOT 182, 2ND SECTION, 4TH DISTRICT  
CITY OF LOGANVILLE  
WALTON COUNTY, GEORGIA  
TAX PARCEL: LG160005

SHEETS 12-18  
FORCE MAIN TIE IN





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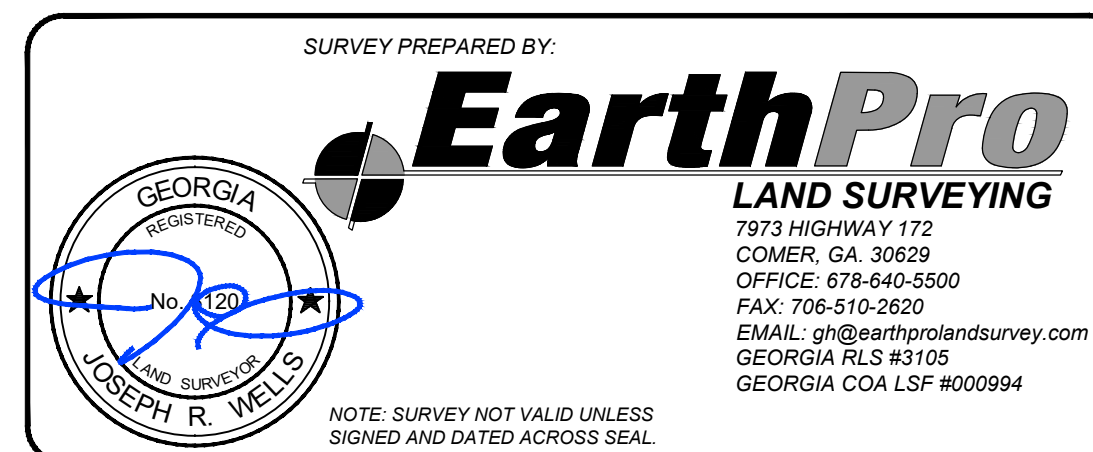


DATE: NOVEMBER 03, 2025			
REVISION NO.		DESCRIPTION	DATE
SURVEYED: CS		DRAWN: JRW	
CHECKED: GSH		APPROVED: JRW	
PROJECT # _21271 EP1			

**FINAL SUBDIVISION PLAT FOR**  
**ROCKY CREEK**  
**PHASE 1**  
**LOCATED WITHIN**  
**LAND LOT 182, 2ND SECTION, 4TH DISTRICT**  
**CITY OF LOGANVILLE**  
**WALTON COUNTY, GEORGIA**  
**TAX PARCEL: LG1600005**



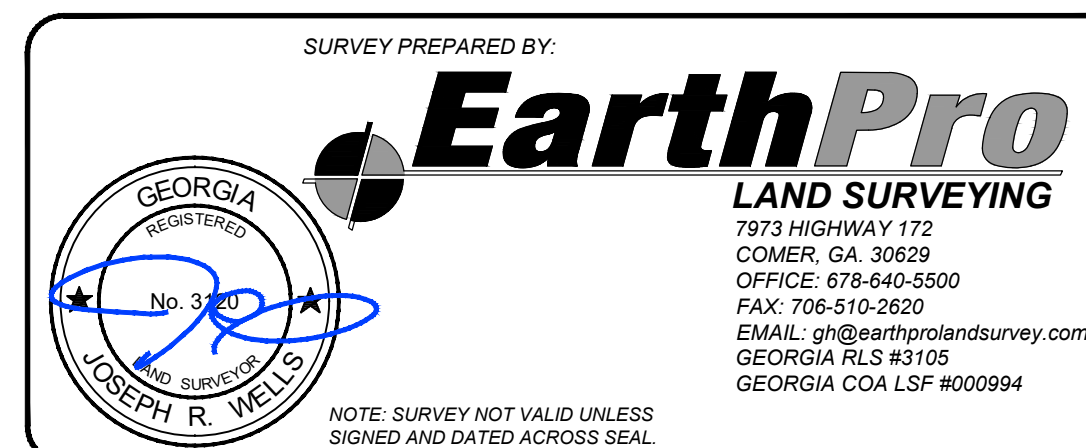
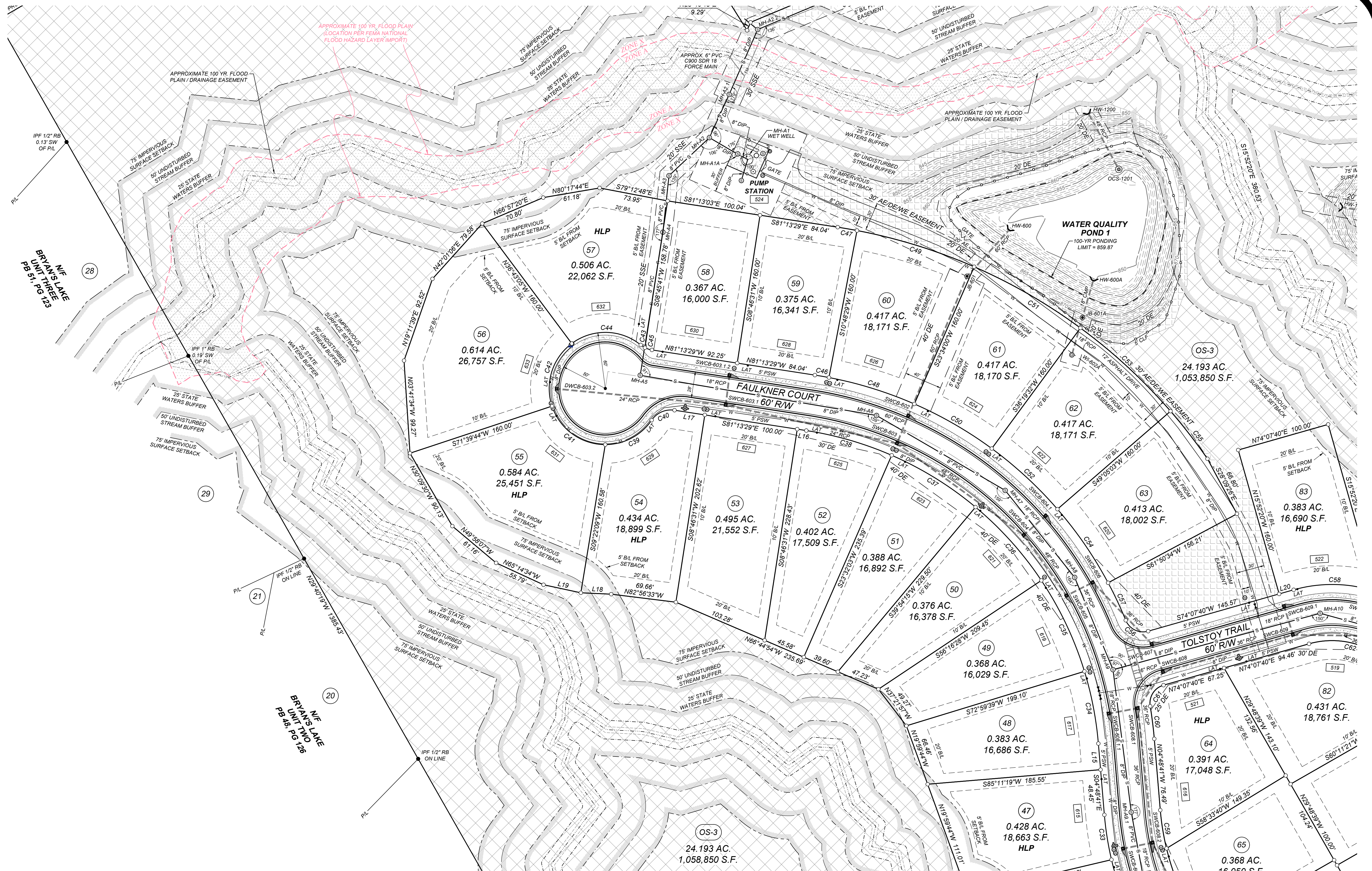
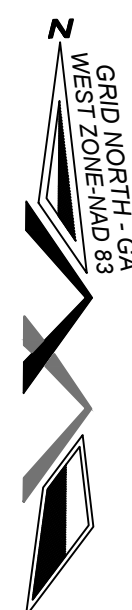
GRID NORTH - GA  
WEST ZONE - NAD 83



<b>DATE: NOVEMBER 03, 2025</b>			
<b>REVISION NO.</b>	<b>DESCRIPTION</b>	<b>DRAWN BY</b>	<b>CHECKED BY</b>
SURVEYED: CS	DRAWN: JRW		
CHECKED: GSH	APPROVED: JRW		
PROJECT # 21271.FP1			

**FINAL SUBDIVISION PLAT FOR**  
**ROCKY CREEK**  
**PHASE 1**  
LOCATED WITHIN  
LAND LOT 182, 2ND SECTION, 4TH DISTRICT  
CITY OF LOGANVILLE  
WALTON COUNTY, GEORGIA  
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[illegible]

**FINAL SUBDIVISION PLAT FOR**  
**ROCKY CREEK**  
**PHASE 1**  
LOCATED WITHIN  
LAND LOT 182, 2ND SECTION, 4TH DISTRICT  
CITY OF LOGANVILLE  
WALTON COUNTY, GEORGIA  
TAX PARCEL: LG1600005







NIF  
ALICE S. STILL AS TRUSTEE OF THE ITEM FIVE  
TRUST UNDER THE LAST WILL AND TESTAMENT  
OF WILLIAM D. STILL a/k/a WILLIAM DAVID STILL  
DB 3530, PG 361  
TP# C0250013  
N60°00'12"E 785.08'

$$\begin{array}{l} A=276.02' \\ R=60.00' \\ \hline N18^{\circ}23'50"E \\ C=89.47' \end{array}$$

APPROX. 6" PVC  
C900 SDR 18  
FORCE MAIN

EXISTING 30' UTILITY EASEMENT

FM MH-A2.6.2

OPENSOURCE

N/F  
SOUTHFORK SUBDIVISION  
UNIT ONE  
PG 96, PG 78

APPROX. 6  
C900 SDI  
FORCE M

APPROX. LOCATION  
10' FORCE MAIN  
EASEMENT

— WATER

2  
GRID NORTH - GA  
WEST ZONE-NAD 83

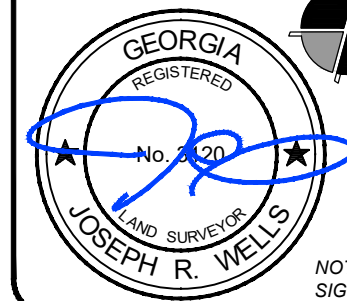
0 50' 100' 150'

GRAPHIC SCALE: 1" = 50'


**FINAL SUBDIVISION PLAT FOR**  
**ROCKY CREEK**  
**PHASE 1**  
LOCATED WITHIN  
LAND LOT 182, 2ND SECTION, 4TH DISTRICT  
CITY OF LOGANVILLE  
WALTON COUNTY, GEORGIA  
TAX PARCEL: LG160005

SHEET 8 OF 25

**SURVEY PREPARED BY:**



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SIGNED AND DATED ACROSS SEA




**EarthPro**  
LAND SURVEYING

7973 HIGHWAY 172  
COMER, GA. 30629  
OFFICE: 678-640-5500  
FX: 706-510-2620  
EMAIL: [gh@earthprolandsurvey.com](mailto:gh@earthprolandsurvey.com)  
GEORGIA RLS #3105  
GEORGIA COA LSF #000994

DATE: NOVEMBER 03, 2025

REVISION NO.	DESCRIPTION	DATE
SURVEYED: CS	DRAWN: JRW	
CHECKED: GSH	APPROVED: JRW	
PROJECT # 21271.FP1		



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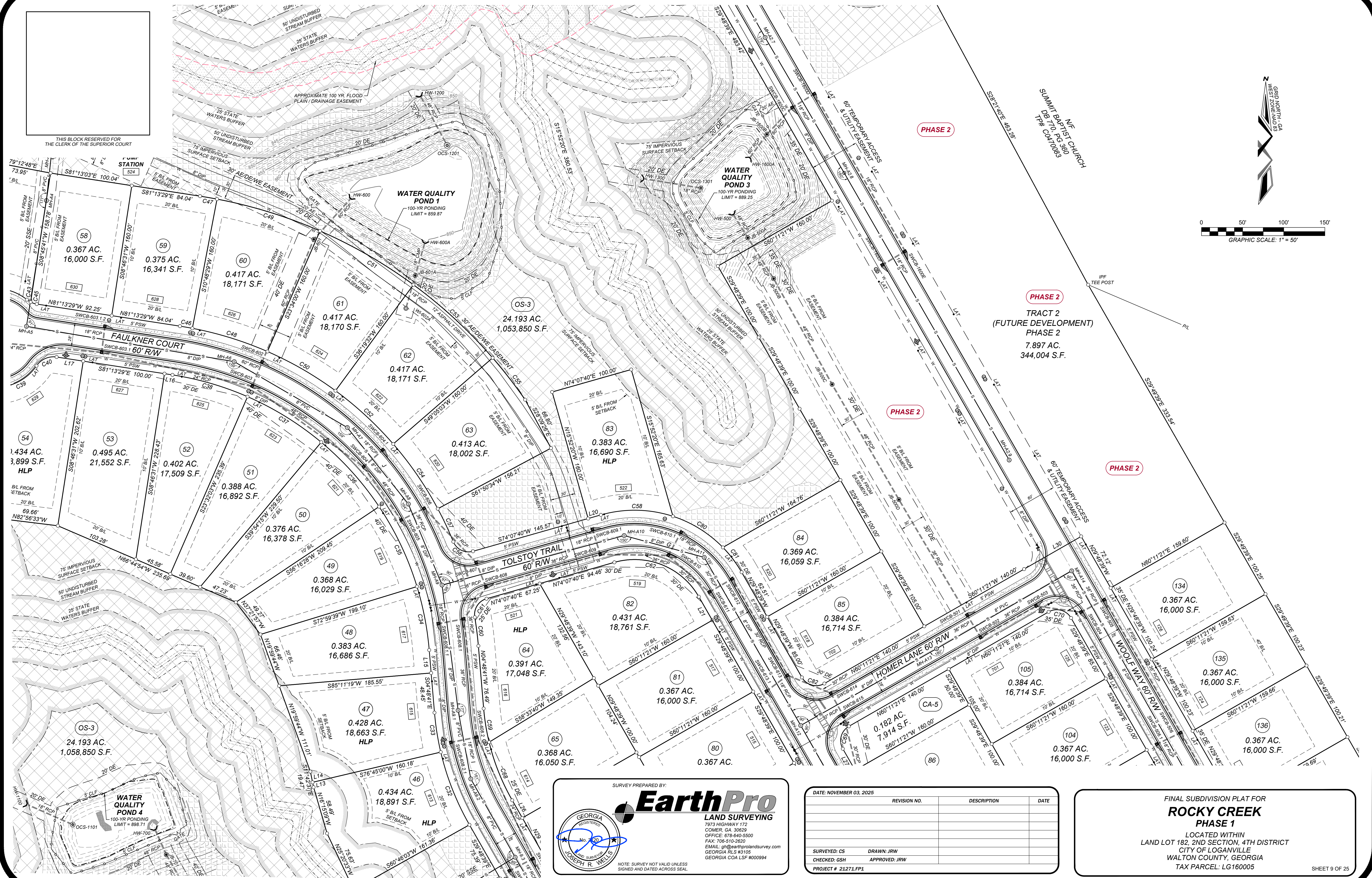
SURVEY PREPARED BY:

# EarthPro

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7973 HIGHWAY 172  
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GEORGIA RLS #31/05  
GEORGIA COAL #SF 000994









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7913 HIGHWAY 172  
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OFFICE: 678-640-5500  
FAX: 706-510-2620  
EMAIL: gsh@earthprolandsurvey.com  
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GEORGIA COA LSF #000994

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DATE: NOVEMBER 03, 2025				
		REVISION NO.	DESCRIPTION	DATE







SHEET 12 OF 25



N/F  
ALICE S. STILL AS TRUSTEE OF THE ITEM FIVE  
TRUST UNDER THE LAST WILL AND TESTAMENT  
OF WILLIAM D. STILL a/k/a WILLIAM DAVID STILL  
DB 3530, PG 361  
TP# C0250013

**PHASE 2**

**PHASE 2**

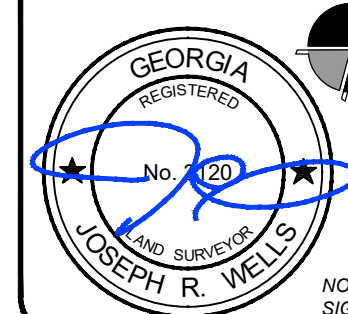
1. HORIZONTAL DATUM SHOWN HEREON IS ORIENTED TO GRID NORTH GEORGIA WEST ZONE, NAD 83 DATUM. VERTICAL DATUM IS MEAN SEA LEVEL BASED ON NAVD 88.

2. THE LOCATION(S) OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON THE ABOVE GROUND UTILITIES INFORMATION SUPPLIED TO THE SURVEYOR FROM GROUNDHAWK FOR UNDERGROUND UTILITY LOCATION, GREYDEN ENGINEERING, AND AMH. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE UNDERGROUND LOCATIONS SHOWN HEREON.

3. THE FORCE MAIN IS APPROXIMATELY 10,557 L.F. OF 6" PVC.



**SURVEY PREPARED BY:**



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GEORGIA RLS #3105  
GEORGIA CDA LSF #000994

DATE: NOVEMBER 03, 2025

REVISION NO.	DESCRIPTION	DATE
SURVEYED: CS	DRAWN: JRW	
CHECKED: GSH	APPROVED: JRW	
PROJECT # 21271.FM		

FORCE MAIN AS-BUILT FOR  
**ROCKY CREEK**

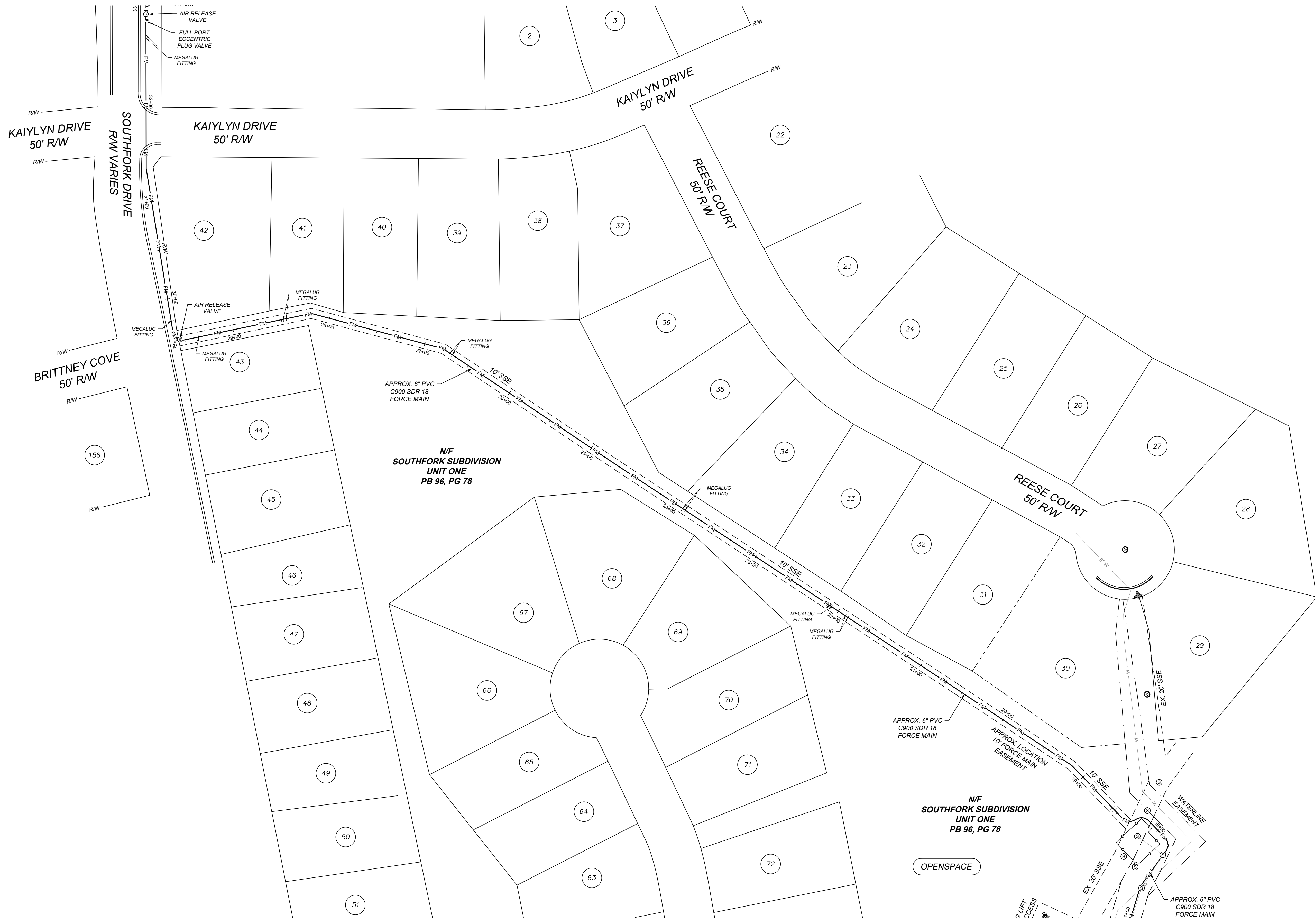
LOCATED WITHIN  
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CITY OF LOGANVILLE  
WALTON COUNTY, GEORGIA  
TAX PARCEL: LG160005

SHEET 13 OF 25

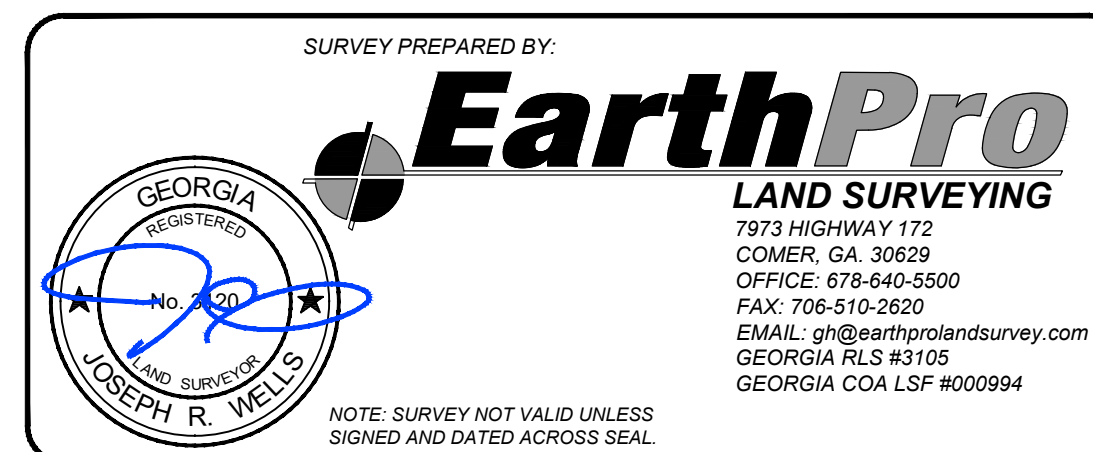




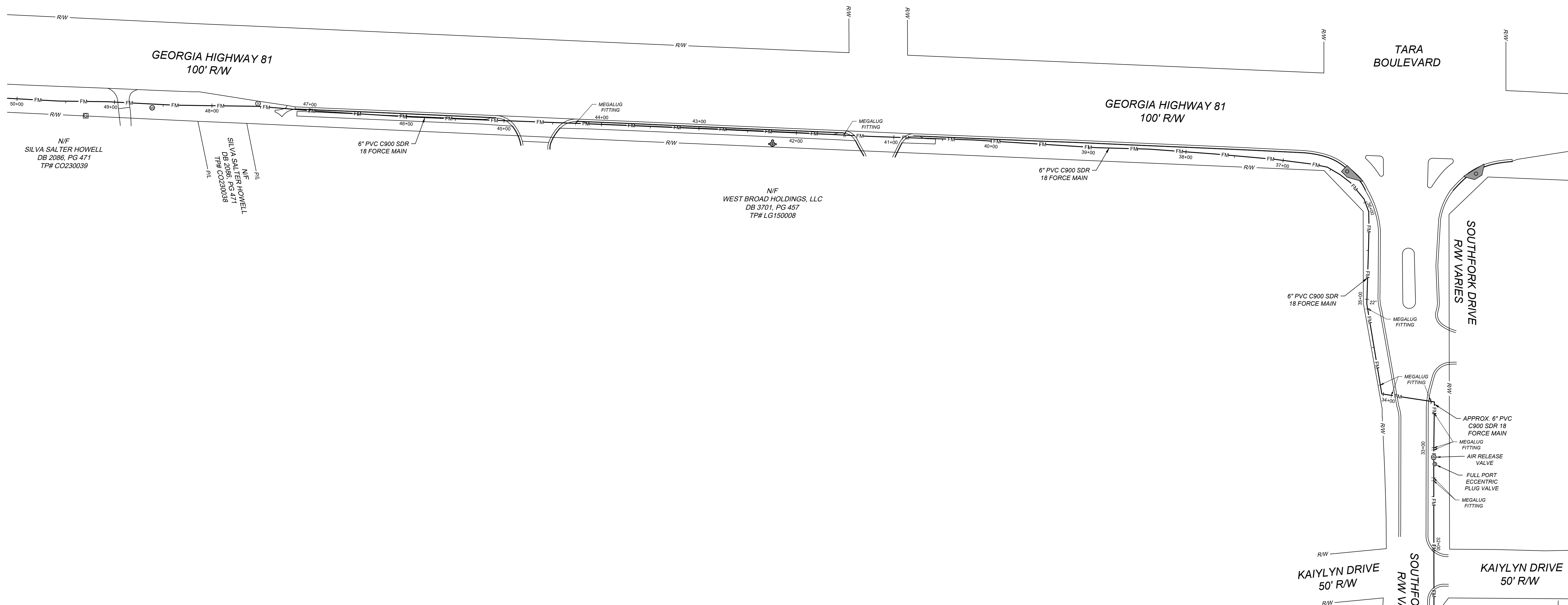




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**FORCE MAIN AS-BUILT FOR  
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CITY OF LOGANVILLE  
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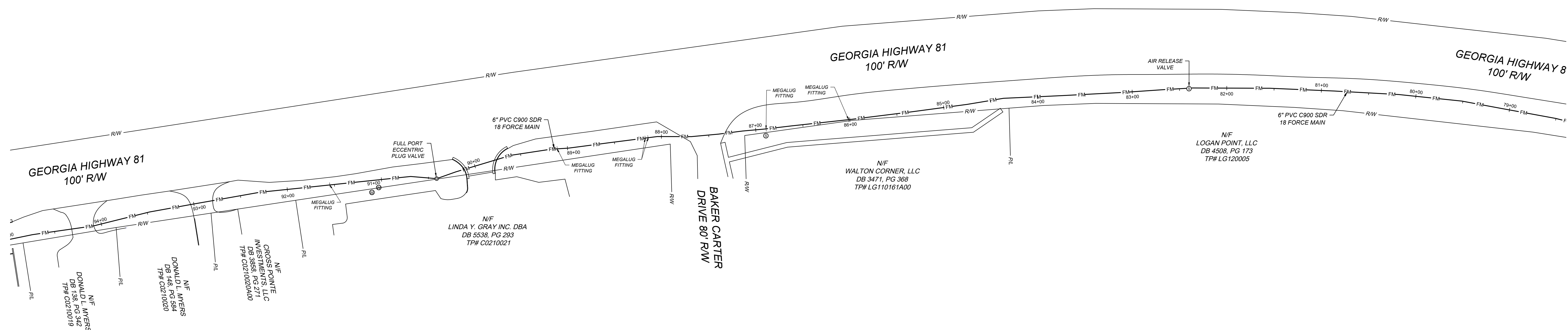
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<i>REVISION NO.</i>	<i>DESCRIPTION</i>	<i>DATE</i>
SURVEYED: CS	DRAWN: JRW	
CHECKED: GSH	APPROVED: JRW	
PROJECT # 21271.FM		

FORCE MAIN AS-BUILT FOR  
**ROCKY CREEK**  
LOCATED WITHIN  
LAND LOTS 151, 155, 156, 157, 158, & 162, 2ND SECTION, 4TH DISTRICT  
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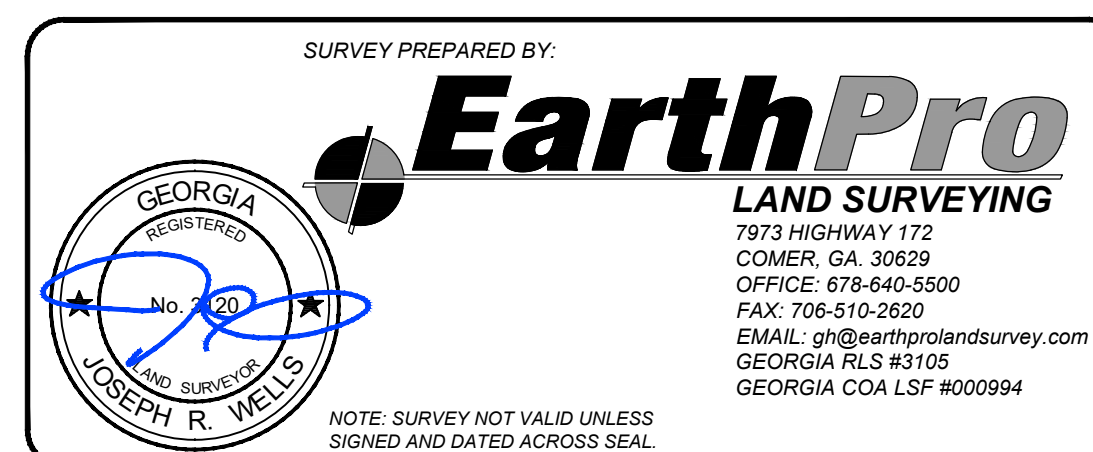








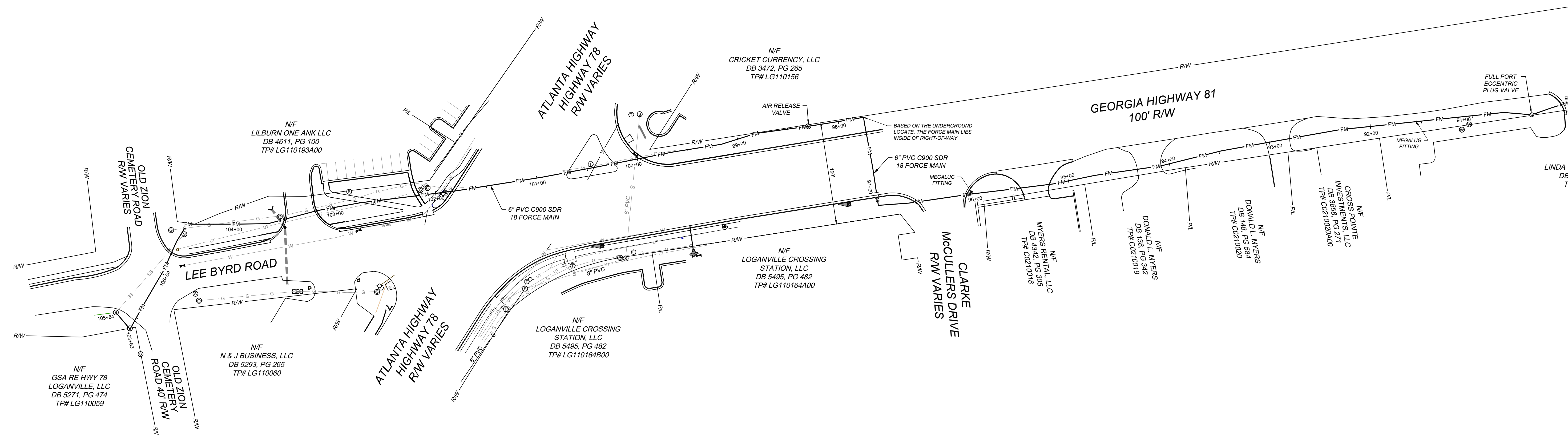
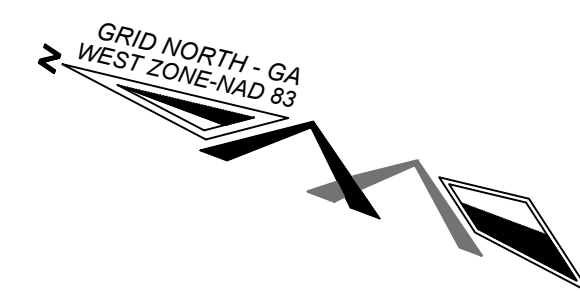
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<i><b>DATE:</b></i> NOVEMBER 03, 2025			
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<i><b>SURVEYED:</b></i> CS		<i><b>DRAWN:</b></i> JRW	
<i><b>CHECKED:</b></i> GSH		<i><b>APPROVED:</b></i> JRW	
<i><b>PROJECT #</b></i> 21271.FM			

*FORCE MAIN AS-BUILT FOR*  
**ROCKY CREEK**  
*LOCATED WITHIN*  
*LAND LOTS 151, 155, 156, 157, 158, & 182, 2ND SECTION, 4TH DISTRICT*  
*CITY OF LOGANVILLE*  
*WALTON COUNTY, GEORGIA*  
*TAX PARCEL: LG160005*





SURVEY NOTES:

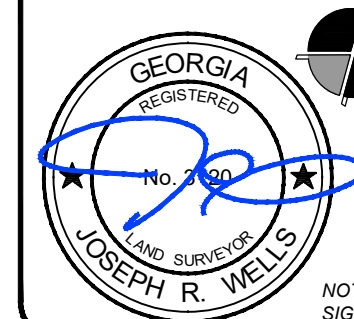
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SURVEYED: CS	DRAWN: JRW		
CHECKED: GSH	APPROVED: JRW		
PROJECT # 21271-FM			

FORCE MAIN AS-BUILT FOR  
**ROCKY CREEK**

LOCATED WITHIN  
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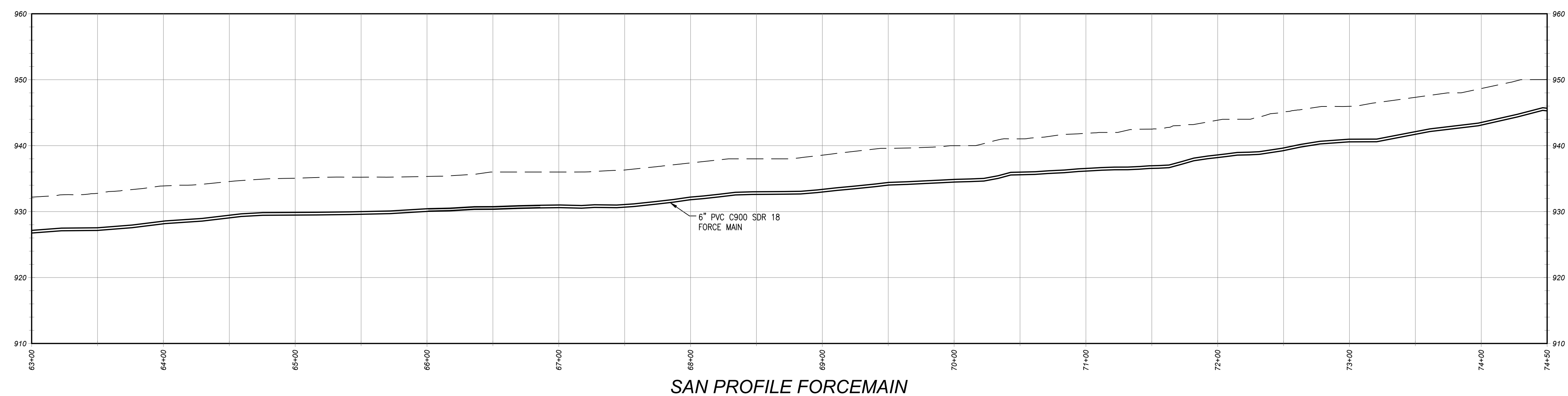
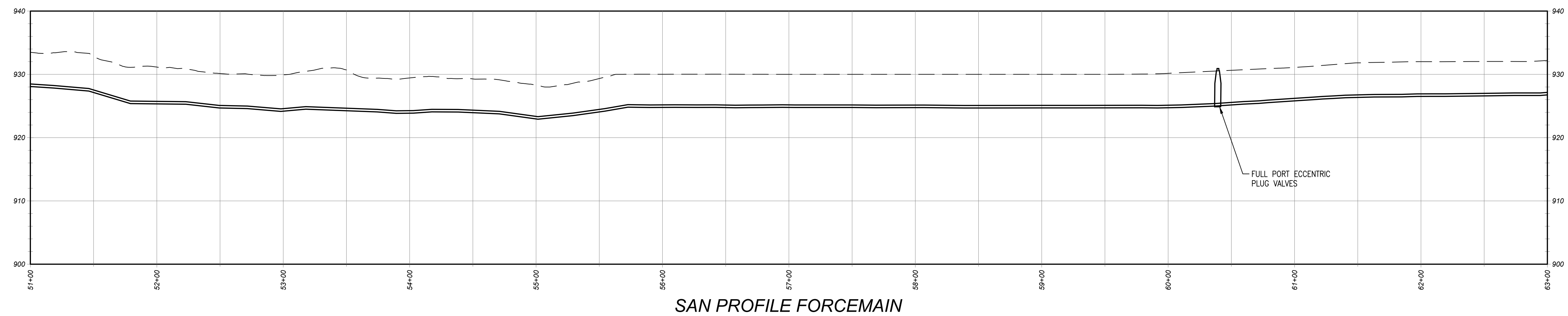
SHEET 20 OF 25







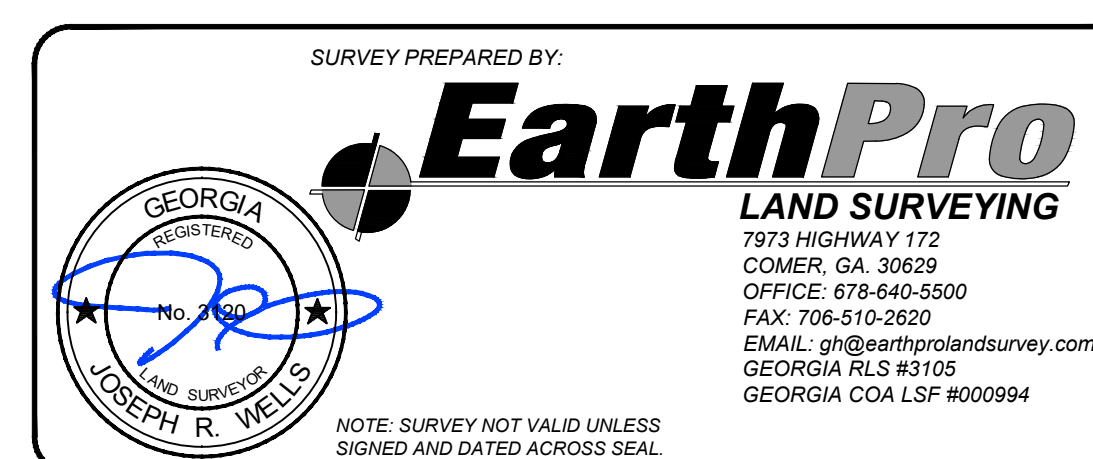




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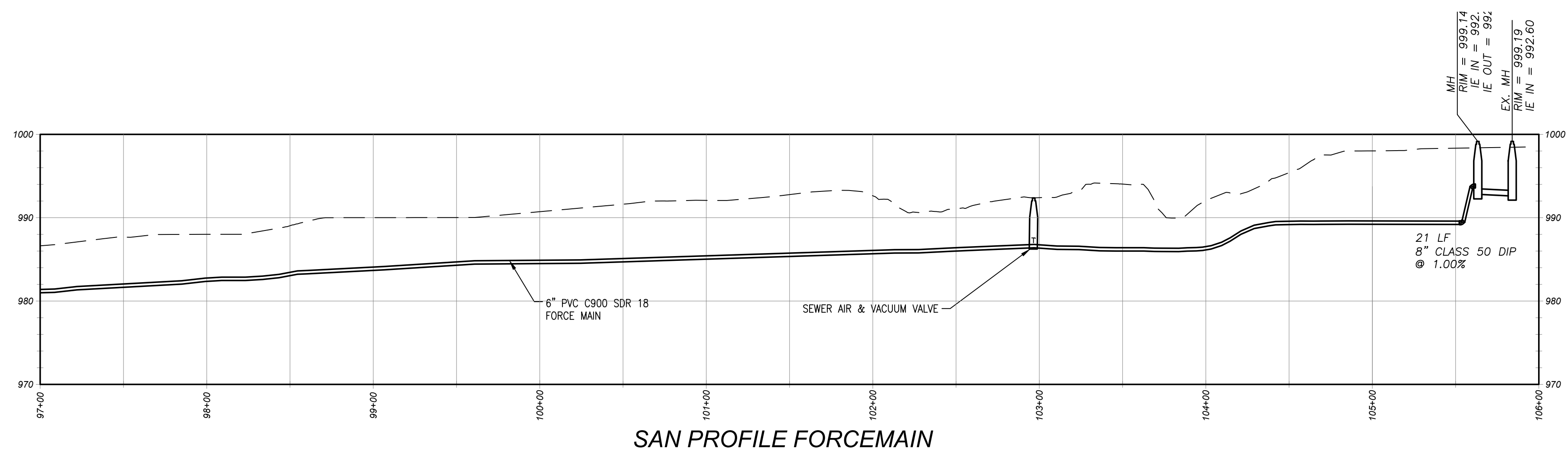
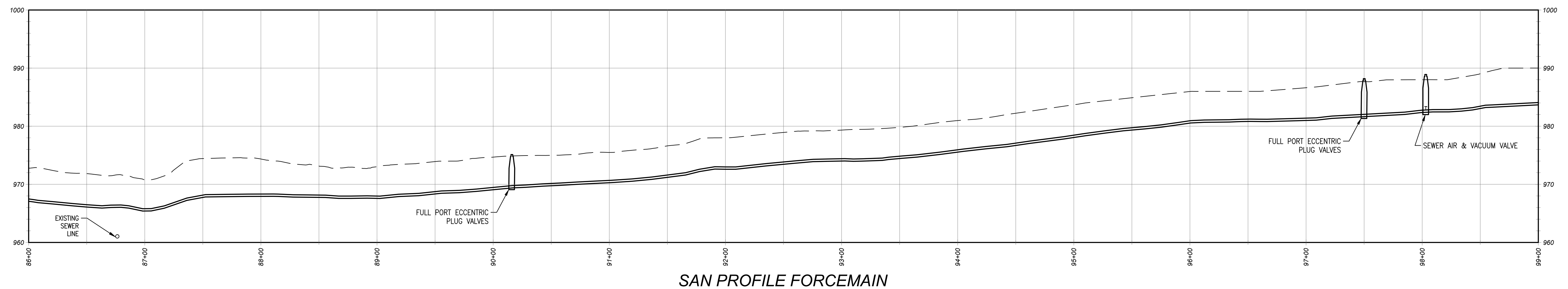
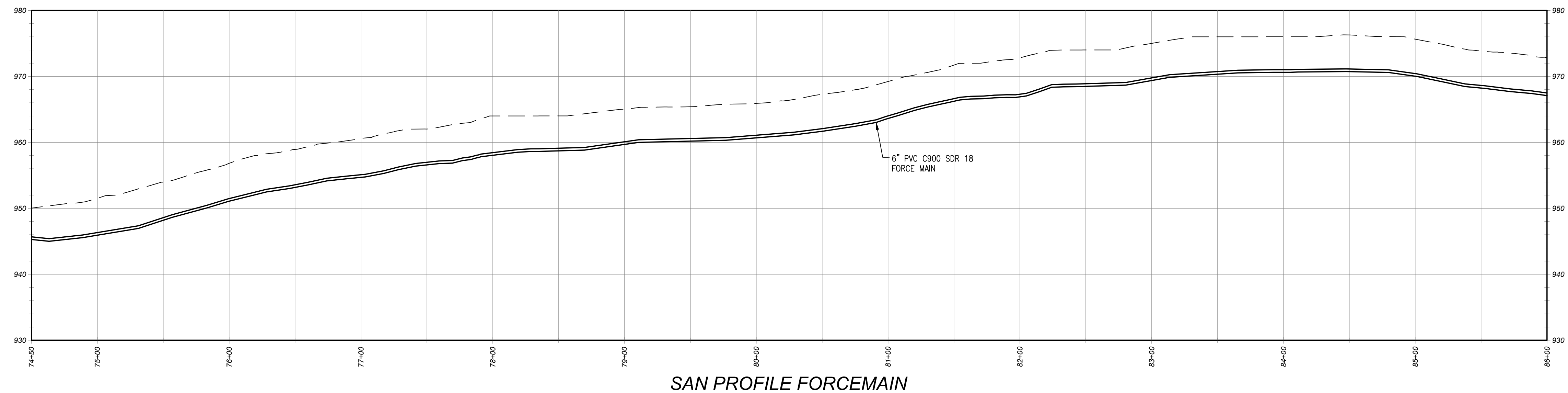
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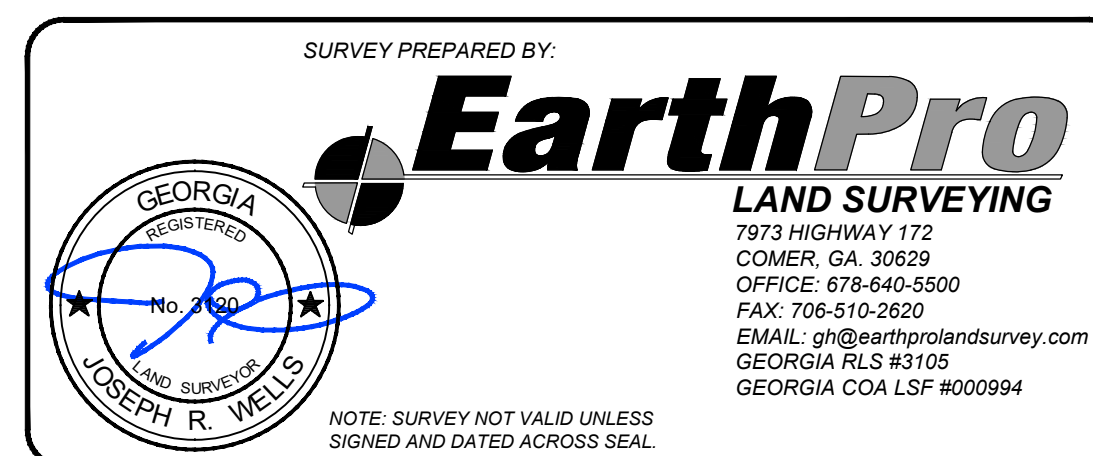


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**FORCE MAIN AS-BUILT FOR  
ROCKY CREEK**  
LOCATED WITHIN  
LAND LOTS 151, 155, 156, 157, 158, & 182, 2ND SECTION, 4TH DISTRICT  
CITY OF LOGANVILLE  
WALTON COUNTY, GEORGIA  
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SURVEY NOTES:



<i>DATE: NOVEMBER 03, 2025</i>		
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