CITY OF PORT WENTWORTH

CITY COUNCIL

JANUARY 16, 2025

Council Meeting Room	Regular Session	7:00 PM

7224 GA HIGHWAY 21
PORT WENTWORTH, GA 31407

1. CALL MEETING TO ORDER

2. PRAYER AND PLEDGE OF ALLEGIANCE

3. ROLL CALL - CLERK OF COUNCIL

4. APPROVAL OF AGENDA

5. RECOGNITION OF SPECIAL GUESTS

A. Remembering 39th President of the United States: James "Jimmy" Carter-Proclamation

B. Recognizing Heroic Service- Proclamation

6. PUBLIC COMMENTS - REGISTERED SPEAKERS

7. ELECTIONS & APPOINTMENTS

8. ADOPTION OF MINUTES

A. Regular Council Meeting Minutes - December 19, 2024

9. COMMUNICATIONS & PETITIONS

A. Financial Audit Presentation

10. COMMITTEE REPORTS

11. CONSENT AGENDA

A. Well Permit Applications for resident at 1124 Meinhard Rd

B. Department of Community Affairs Grant Services

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. Zoning Map Amendment Application submitted by Steven Campisi as Agent for Coastal Club Port Wentworth, requesting to rezone 20.989 of 22.239 acres from C-2 to R-5, to allow for a multifamily residential development. PIN # 7-0037-02-019, located in the 3rd Council District, on

Newport Blvd.

- **Public Hearing**

B. Consideration for the approval of a General Site Plan "Novo Wentworth Multifamily". PIN# 7-0976-02-035, located on Saussy Road in the 1st Council District, zoned R-5.

C. Consideration for the approval of a General Site Plan "Express Oil Change & Tire Engineers" . PIN# 7-0906-04-086, located on Highway 21 in the 4th Council District, zoned PUD (Rice Hope, Commercial).

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

A. Future Bond Proceeds Resolution

B. City Retirement Plan Update-1st Reading

15. EXECUTIVE SESSION

A. Litigation
B. Personnel
C. Real Estate

16. ADJOURNMENT

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 01/16/25
Department: Public Works
Category: Ordinance
Prepared By: Reginald Bush
Department Head: Reginald Bush Jr.

AGENDA ITEM (ID)

DOC ID:

Well Permit Applications for resident at 1124 Meinhard Rd

Issue/Item: Well Permit Application for the following address

1124 Meinhard Rd.

Background: Currently the residents are using a shared private well for water to their property. The current shared well is located on the
1112 Meinhard Rd. property and has been sold.

Facts and Finding: This property does not have access to City utilities. The properties owners retained a well driller who will, upon City approval, install the new well on their property.

Funding:

Recommendation: Approve

City of Port Wentworth
7306 Highway 21 Suite 301 • Port Wentworth, Georgia 31407 • (912) 999-2084

RECEIVED
DEC 19 2024
By

BUILDING AND DEVELOPMENT PERMIT APPLICATION

TYPE OF PERMIT

☐ Single Family	☐ Fire Sprinkler	☐ Driveway Pipe	☐ Electrical
☐ Multi-Family	☐ Pool	☐ Air Curtain Destructor	☐ Plumbing
☐ Commercial	☐ Landfills, Mining, Ponds	☐ Addition	☐ Mechanical
☐ Fire Alarm	☐ Accessory Building	☐ Moving of House	☒ Other Well
☐ Demolition	☐ Dock	☐ Moving of Bldg/Structure	
☐ Manufactured Home – Year _____		Model _____	

Date: 12/18/24 Estimated Value*: $20,700 Permit No: 241140

**If in the opinion of the Building Inspector or City Administrator, the valuation of the building, alteration or structure appears to be underestimated on the application, the City will utilize the Marshall and Swift's Residential Cost Handbook and Marshall and Swift Valuation Service to determine the valuation. The valuation from Marshall and Swift will be the basis for permit issuance. Valuation from Marshall and Swift is determined by final cost to the buyer/owner of the structure.*

Address of Building/Structure: 1124 Meinhard Rd. Port Wentworth GA.

Lot #: 32 Subdivision: _____

PIN #: 7097G01032 Zoning: R Flood Zone: _____

Setbacks: F _____ R _____ S _____ Total Sq. Ft. of Lot: 30,356 (.69Acre)

Heated Sq. Ft: _____ Non-Heated Sq. Ft: _____

Total Sq. Ft. of Building / Addition: _____ No. of Stories: _____

Bedrooms: _____ Bathrooms: _____ Fireplaces: _____

☐ Sewer ☐ Septic** ☐ Sprinkler System ☐ Fire Alarm

☐ Public Water ☑ Private Well ☐ Automatic Fire Control System

USE:

☑ Single Family Residence	☐ Office	☐ Duplex	☐ Factory	☐ Screen Rm.
☐ Apartment	☐ Warehouse	☐ Private Garage	☐ Auto Storage	☐ Svc. Change
☐ Storage Building	☐ Repair Garage	☐ Church	☐ Service Station	☐ Pressure
☐ Accessory Building	☐ Hotel / Motel	☐ Other: _____		

TYPE OF CONSTRUCTION:

☑ Erect ☐ Repair ☐ Alter ☐ Make Addition To ☐ Demolish ☐ Move

Please provide Name, Address & Phone Number for the following: (Should be filled out completely before review)

OWNER: Williams Brothers Trucking Phone #: 912-963-0800

Address: P.O. Box 188 City, State, Zip: Hazlehurst GA. 31539

ARCHITECT: _____ Phone #: _____

Address: _____ City, State, Zip: _____

CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

ELECTRICAL CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

PLUMBING CONTRACTOR: Sheppard Well and Pump Phone #: 912-531-1742

Address: 290 Sheppard's Switch Rd. City, State, Zip: Sylvania, GA. 3046

MECHANICAL CONTRACTOR: _____ Phone #: _____

Address: _____ City, State, Zip: _____

A Site Plan and two (2) complete sets of plans must accompany this application. This form must be filled out completely before consideration of application. Construction in some areas may impact wetlands and require a 404 permit from the Corps of Engineers. Permit Holder agrees to hold the City of Port Wentworth harmless on any construction covered by this permit resulting in construction in wetlands. This permit becomes null and void if work or construction authorized is not commenced within a one (1) year period.

In consideration of the granting of the above requested permit, I do hereby agree that I will in all respects construct the work in accordance with the above statement and the Plans and Specifications herewith submitted, and filed with the City of Port Wentworth, and in compliance with all the state and local laws and ordinances.

Signature of Applicant

Clay Richardson

Print Name

170 Golfstream Rd.

Address

Savannah Ga. 31408

City, State & Zip Code

301-332-4965

Contact Number

Clay.Richardson@wbtus.com

Email Address

FEES:

Permit Fee:	$ _____
Admin Fee:	$ _____
Plan Check Fee:	$ _____
Tap Fee:	$ _____
Aid-to-Const:	$ _____
Other:	$ _____
Total:	$ _____
Date:	_____

PAID DEC 19 2024 PAID

APPROVED:

_____ Date: _____

Building Inspector

NOTES:

Chatham County, GA



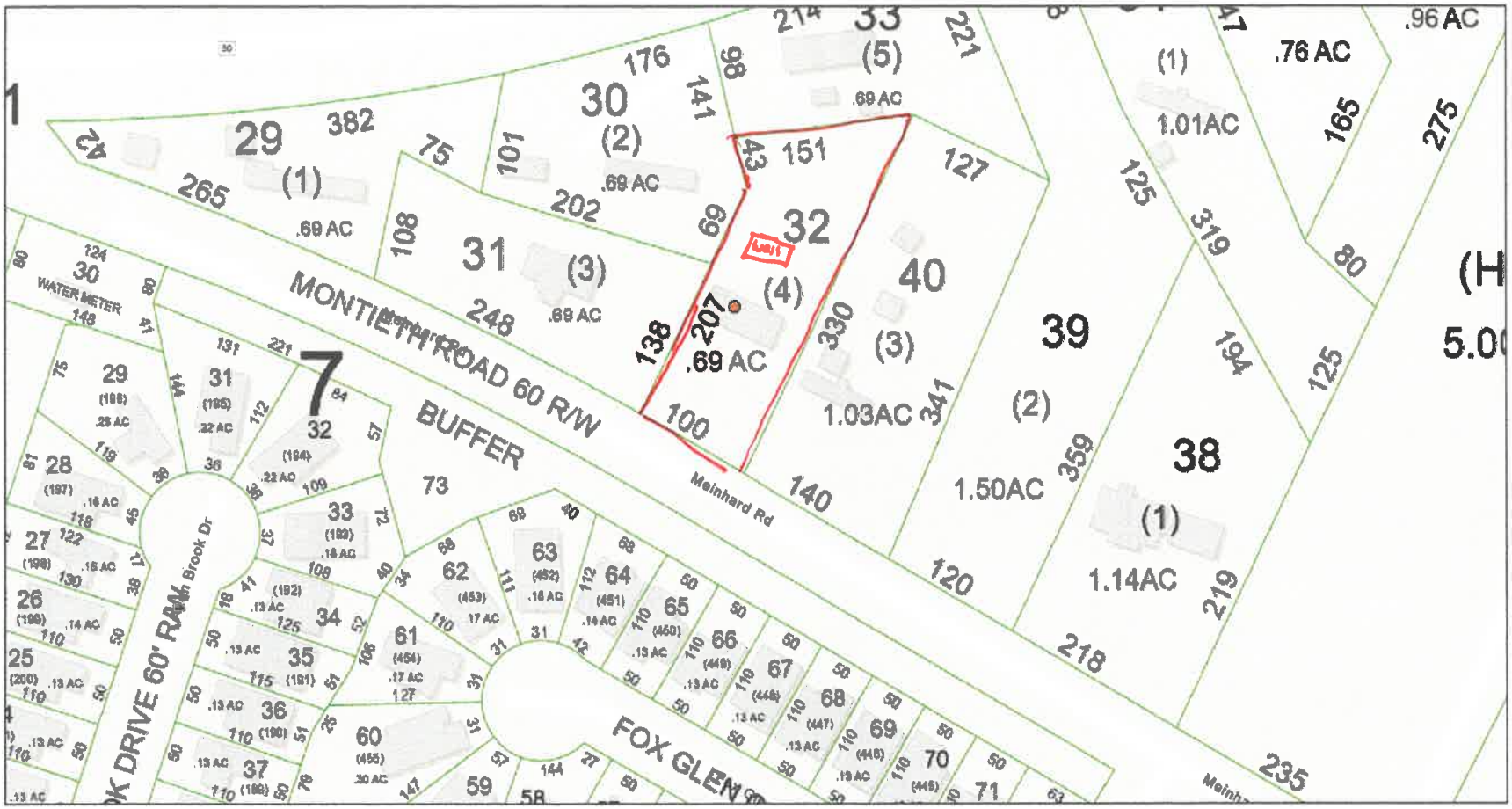


Legend
- Parcels
- Water

Parcel ID	70976 01032	**Alternate ID**	3017999	**Owner Address**	WILLIAMS BROTHERS TRUCKING INC
Sec/Twp/Rng	0--	**Class**	R3 - Residential Lots		P O BOX 188
Property Address	1124 MEINHARD RD PORT WENTWORTH	**Acreage**	0.69		HAZELHURST, GA 31539
District	(070) PORT WENTWORTH				
Brief Tax Description	PARCEL 4 MEINHARDT SUB PORT (Note: Not to be used on legal documents)				

Date created: 12/18/2024
Last Data Uploaded: 12/18/2024 11:25:24 AM

SAGIS Map Viewer



12/18/2024, 12:42:17 PM

Property Boundaries (Parcels)

1:1,128

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

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Well Location
70976 01032
70976 01040
Septic Tank
Existing

STATE OF GEORGIA

WATER WELL STANDARDS ADVISORY COUNCIL

WATER WELL CONTRACTOR

GA LICENSE NUMBER: 503

EFFECTIVE: July 1, 2023 EXPIRES: June 30, 2025

JOHNNY SHEPPARD
SHEPPARD WELL & PUMP SERVICE
290 SHEPPARD SWITCH RD
SYLVANIA, GA 30467

Chairman
Water Well Standards Advisory Council

Chief Administrative Officer
Georgia Environmental Protection Division

2024

Business License

SCREVEN COUNTY, GEORGIA

2024

ISSUED TO:

SHEPPARD WELL & PUMP SERVICES
290 SHEPPARD'S SWITCH RD.

Date Issued: 12/14/2023
Business License #: 1882
Expires: 12/31/2024

This License Subject to all Rules and Regulations of the Screven County Commissioners.

AUTHORIZED SIGNATURE

MUST BE PUBLICLY DISPLAYED

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 01/16/25
Department: Administration
Category: Agreement
Prepared By: Zahnay Smoak
Department Head:

AGENDA ITEM (ID)

DOC ID:

Department of Community Affairs Grant Services

Issue/Item: Grant Administrative Services procurement award to provide grant management to qualify for Community Development Block Grant (CDBG), Economic Business Assistance (REBA), Downtown Redevelopment and other State grant funds.

Background: The Department of Community Affairs (DCA) requires that local municipalities undertake a procurement via Request for Proposal for grant management before seeking funds. This requirement is due to the complexity and stringent requirements involved in managing the grant projects, allocating funds and adhering to all reporting guidelines.

Facts and Finding: The City undertook this procurement based on a requirement from the Department of Community Affairs (DCA) for qualifying for State funds. The RFP package (copy attached) was disseminated via the City website. In addition, the RFP was posted on the City website and listed on the Georgia Local Government Access website (glga.org) on October 12, 2024.

On December 13, 2024, the City received four (4) proposals by the deadline stated in the RFP and all proposals were reviewed in accordance with the terms outlined in the solicitation. All qualified respondents' proposals were reviewed, and Gilbert & Associates, Inc. was found to offer the highest value and the requisite experience in successfully pursuing and obtaining DCA funding.

Funding:

Recommendation:

GILBERT&ASSOCIATES, INC.

FUNDING PROCUREMENT GRANT ADMINISTRATION

December 2, 2024

Via Email to **Srobider@portwentworthga.gov**

Mr. Scott Robider
City of Port Wentworth

RE: Grant Writing and Administrative Services Proposal

Dear Mr. Robider:

We have received the City of Port Wentworth's Request for Proposals for Grant Writing and Administration Services. Please find a Qualifications and Statement Proposal from Gilbert+Associates, Inc. to include the following:

1) Personal Resume, Rhonda Gilbert, and
2) Qualifications Statement, Gilbert+Associates, Inc., and
3) Fee Schedule

Thank you for including G+A on your RFP vendor list. Please let us know if you have any questions during the proposal review. We look forward to hearing from you.

Sincerely,

Rhonda Gilbert

Rhonda Gilbert
Owner

625 Piping Rock Point 678-447-5425 gilbertassoc@outlook.com
Lawrenceville, GA 30043

Gilbert+Associates, Inc. is committed to providing all persons with equal access to its services, programs, activities, education and employment regardless of race, color, national origin, religion, sex, familial status, disability, or age.

EQUAL HOUSING OPPORTUNITY

RESUME

Rhonda S. Gilbert
BS, Georgia Southern University June 1995
MPA, Georgia Southern University, June 1997

July 2006 – Present

President, Gilbert+Associates, Inc. – Business specializes in Funding Procurement and Grant Administration Services associated with State and Federal Funding Programs available through an application process established by various Federal and State agencies. In addition, we also assist with the identification of appropriate funders to non-profit organizations and preparation of grant applications on their behalf.

Specific funding programs include Community Development Block Grant (CDBG), Community Housing Investment Program (CHIP), Employment Incentive Program (EIP), Redevelopment Fund (RF), OneGeorgia Equity, Economic Development Administration (EDA)

Clients:

Town of Dearing
Hancock County
Whitfield County
City of Greensboro
City of Cochran
City of Kingsland
City of Pembroke
City of Warner Robins
City of Thomson
Town of Siloam
City of Varnell
Town of Trion
Town of Girard
City of Riceboro
McDuffie County
Warren County
Murray County
City of Douglasville
City of Newnan
Baldwin County
Tallulah Falls
City of Dalton
Garden City
Jenkins County
City of Millen

Effingham County Industrial Development Authority (ECIDA)
Dalton-Whitfield Community Development Corporation (DWCDC)
Chattanooga Area Food Bank (CAFB)
Effingham County Industrial Development Authority (ECIDA)
Family Community Housing Association, Inc. (FCHA)
Garden City Housing Team Inc. (GCHT)
Development Authority of Burke Co
Greene County Habitat for Humanity
Habitat for Humanity Gwinnett-Walton
Housing Authority of Dalton
Jenkins County Development Authority (JCDA)
Coastal Empire Habitat for Humanity (CEHFH)
Jackson County Habitat for Humanity
NW Metro Atlanta Habitat for Humanity
Collins Hill Wrestling Booster Club, Inc. (Pro-Bono)

April 2001 – July 2006
Senior Planner and Grants Manager – Precision Planning, Inc. (PPI)
Prepared Community Development Block Grant (CDBG) Grant applications for municipal clients. Provided Grant Administration services as needed by municipal clients. Supervisor: Bill Crowder, Vice President

February 1997 – April 2001
Grants Consultant – Georgia Department of Community Affairs (DCA)
Program Manager, Local Development Fund. Developed grant application and guidelines. Assembled review panel members to score and rank grant applications for funding considerations. Prepared correspondence to locally elected officials.

GRANT WRITING AND ADMINISTRATION SERVICES QUALIFICATIONS STATEMENT

Name of Firm: Gilbert+Associates, Inc.

Address: 625 Piping Rock Point
Lawrenceville, GA 30043

Years in business in the present form: Eighteen Years, 5 Months
Incorporated July 7, 2006

Titles, names, and addresses of all officers:

Rhonda Gilbert, President
Rhonda Gilbert, Vice President
Rhonda Gilbert, Secretary

Section 3: Gilbert+Associates, Inc. is **not** claiming Section 3 Status.

Projects that demonstrate skills to be used in the preparation of Grant Applications and the Administration of DCA funded programs:

CDBG HOUSING

- Whitfield Co CDBG Housing Rehabilitation Program
  10b-y-155-1-5295 – Mike Babb, Chairman 706-275-7500
  Completed Rehabilitation of 5 Housing Units

- City of Cartersville CDBG Housing Rehabilitation Program
  11h-x-008-2-5389 Ms. Brielle Shinall, Bartow Co Grants Manager 706-387-5614
  Completed Rehabilitation of 5 Housing Units

- Town of Trion CDBG Housing Rehabilitation Program
  15b-x-027-2-5739 Mayor Larry Stansell larrystansell@windstream.net
  Completed Demolition and Reconstruction of 3 Housing Units

- City of Douglasville CDBG Housing Rehabilitation Program 15h-x-048-2-5796, Rehabilitation of 5 housing units, Project completed.

- City of Cochran CDBG Housing Rehabilitation Program 23h-x-012-2-6331 $872,013 Rehabilitation of 13 sub-standard housing units and Reconstruction of 2 dilapidated units. Project underway.

- Baldwin County CDBG Housing Rehabilitation Program - $300,000 Rehabilitation of 3 sub-standard housing units.

- City of Cochran CDBG Housing Rehabilitation Program Phase 2 – 24h $930,185 Rehabilitation of eight (8) sub-standard housing units and Reconstruction of four (4) dilapidated housing units.

CDBG MULTI-ACTIVITY (INFRASTRUCTURE AND HOUSING)

- City of Waynesboro CDBG Multi-Activity Housing and Infrastructure – Water, Streets, and Drainage & Housing Rehab & Reconstruction Program, 14b-x-017-2-5708, Ms. Valerie Kirkland, City Manager 706-554-8000 vkirkland@waynesboroga.com

  Completed Infrastructure and Rehab of 2 Housing Units and Demo and Recon of 2 Housing Units

- McDuffie County CDBG 19b-y-094-1-6077 - $1,000,000 Multi-Activity Housing and Infrastructure – Sewer Improvements and Housing Rehabilitation and Reconstruction, Project Underway, Chairman Charlie Newton, charlie.newton@thomson-mcduffie.net 706-214-1233

CDBG INFRASTRUCTURE

- McDuffie County CDBG 16p-y-094-1-5867 - $500,000 Award for Davis Circle Street and Drainage Improvements, Project Completed, Chairman Charlie Newton, 706-214-1233, charlie.newton@thomson-mcduffie.net

- Town of Girard CDBG 14p-x-017-2-5667 - $500,000 for Water Improvements (new well), Project Completed - Kim Reddick, Town Clerk, 478-569-4624 kreddick.townofgirard@gmail.com

CDBG-MITIGATION (CDBG-MIT)

- City of Kingsland CDBG-MIT project - $1,909,997 Award for Sewer System Improvements. Project awarded April 29, 2021. Mr. Justin Geedy, Kingsland CDBG-DR Program Manager, jgeedy@kingslandgeorgia.com, 912-729-9452 or Mr. Lee Spell, City Manager, lspell@kingslandgeorgia.com, 912-729-5613

CDBG-CV

- Whitfield County CDBG-CV 21cv-y-155-1-6245 - $2,353,872 Award for the Chattanooga Area Food Bank Expansion and Renovation Project. Grant Closed. Ms. Carol Roberts, 706-275-7545 cjroberts@whitfieldcountyga.com

- Camden County CDBG-CV 21cv-y-020-1-6251 - $1,000,000 Award to Construct a Health Department. Grant awarded February 1, 2022. Ms. Julie Haigler, 912-464-7587, jhaigler@co.camden.ga.us

CDBG-REDEVELOPMENT FUND

- City of Millen 20rd-x-082-2-6237 - $750,000 award for restoration of the historic Kingsland Building, Grant funded December 22, 2021. Ms. Mandy Underwood, Jenkins Co Executive Director, jcda@bellsouth.net

CHIP HOUSING

- City of Thomson CHIP 07m-x-094-2-2956 – $300,000 Housing Rehabilitation Program Chairman Charlie Newton 706-214-1233 Completed Rehabilitation of 7 Housing Units

- McDuffie County CHIP 07m-y-094-1-2970 – $300,000 Housing Rehabilitation Program Chairman Charlie Newton 706-214-1233 Completed Rehabilitation of 6 Housing Units

- City of Thomson CHIP 08mr-x-094-2-6012 – $400,000 Housing Rehabilitation Program Chairman Charlie Newton 706-214-1233 cnewton@thomson-mcduffie.net Completed Rehabilitation of 3 Housing Units

- McDuffie County CHIP 08m-y-094-1-6011 - $400,000 Housing Rehabilitation Program Chairman Charlie Newton 706-214-1233 cnewton@thomson-mcduffie.net Completed Rehabilitation of 7 Housing Units

- Whitfield County CHIP 07m-y-155-1-2954 – $300,000 Housing Reconstruction Project – Jennifer Shearin, Executive Director 706-876-1630 Completed Reconstruction of 7 Housing Units

- City of Dalton CHIP 08m-x-155-2-6002 – $300,000 Housing Rehabilitation Project – Cindy Jackson, Finance Director 706-876-1630 cjackson@cityofdalton-ga.gov Completed Rehabilitation of 6 Housing Units

- Dalton-Whitfield Community Development Corporation CHIP – $300,000 Housing Rehabilitation Program 2011-807 Jennifer Shearin, Executive Director 706-876-1630 Completed Rehabilitation of 6 Housing Units

- Family Community Housing Association, Inc. CHIP 2012-849 - $300,000 Housing Rehabilitation Program Julius Webb, Executive Director, 770-787-4436 fcha2002@aol.com Completed Rehabilitation of 6 Housing Units

- Family Community Housing Association, Inc. CHIP 2013-883 - $300,000 Housing Rehabilitation Program Julius Webb, Executive Director, 770-787-4436 fcha2002@aol.com Completed Rehabilitation of 4 Housing Units

- City of Dalton CHIP 2014-902 - $300,000 Housing Rehabilitation Program Ms. Cindy Jackson, Finance Director 706-275-7500 cjackson@cityofdalton-ga.gov Project complete

- Dalton Housing Authority CHIP 2014-902 - $300,000 Housing RehabilitationProgram Ms. Amber Verner, Executive Director 706-278-6622 Project complete Rehab of 2 Housing Units

- Whitfield County CHIP 2014-935 - $300,000 Housing Rehabilitation Program Mr. Mark Gibson, County Manager 706-275-7500 Project currently underway with 4 Housing Rehab Units

- City of Greensboro CHIP - $300,000 Housing Rehabilitation Program 2014-914, Ms. Cail Hammonds, Community Dev Director 706-453-7674 Completed Rehabilitation of 4 Housing Units, chammons@greensboroga.gov

- McDuffie County CHIP - $300,000 Housing Rehabilitation Program 2016-109, Mr. Charlie Newton, IV, Chairman 706-214-1233 cnewton@thomson-mcduffie.net Project Complete

- Garden City Housing Team, Inc. CHIP - $300,000 Housing Rehabilitation Program 2016-104, Ms. Sharon Bethune, Executive Director 912-228-1905 gardencityhousingteaminc@gmail.com Completed Rehabilitation of 3 units and reconstruction of 1 Housing Unit. Project Complete.

- City of Greensboro CHIP- $300,000 Housing Rehabilitation Program 2017-105, Ms. Cail Hammonds, Community Dev Director 706-453-7674 Project complete.

- Family Community Housing Association, Inc. CHIP $600,000 Housing Acquisition and Rehabilitation Program 2017-103 Julius Webb, Executive Director, 770-787-4436, Project Complete

- McDuffie County CHIP $300,000 Housing Rehabilitation – 2019-105, Charlie Newton, Commission Chairman, 706-214-1233 cnewton@thomson-mcduffie.net Project Complete

- Town of Trion CHIP $300,000 Housing Rehabilitation Program – 2019-121, Mr. Larry Stansell, Mayor, larrystansell@windstream.net Project Underway

- City of Greensboro CHIP Housing Rehabilitation Program – 2019-109 Ms. Cail Hammonds, Community Dev Director 706-453-7674 chammons@greensboroga.gov, Project Underway

- City of Cochran CHIP $300,000 Housing Rehabilitation Program 2019-108, Mr.Richard Newburn, City Administrator, rnewbern@cityofcochran.com, Project Complete.

- Coastal Empire Habitat for Humanity (CEHFH) – $600,000 CHIP New Housing Construction Program, Mr. Harold Tessendorf, Executive Director, executivedirector@habitatsavannah.org, Project Underway

- NW Metro Atlanta Habitat for Humanity $600,000 CHIP - New Housing Construction Project 2020-109 – plans are to construct 5 Habitat Homes – Ms. Jessica Gill, Executive Director, jgill@nwmetroatlantahabitat.org Project complete.

- FCHA CHIP Homeowner $300,000 Rehabilitation Project 2020-104 – $300,000 grant award to rehabilitate 7 sub-standard housing units - Project underway. Mr. Julius Webb, FCHA Executive Director, fcha2002@aol.com 404-246-3047

- Rabun County Habitat for Humanity CHIP 2021-114 - $600,000 to construct Habitat Family Homes funded April 2021, Ms. Barbara Anderson, Habitat Board Member, barbaraanderson@habitatrabun.com

- Family Community Housing Association – CHIP 2021-107 - $400,000 to rehabilitate owner-occupied substandard housing units, funded April 2021, FCHA Executive Director, fcha2002@aol.com 404-246-3047

- Jackson County Habitat for Humanity – CHIP 2021-110 - $600,000 to construct Habitat Family Homes funded April 2021, funded April 2021, Ms. Anne Auer, Executive Director, director@jacksoncountyhfh.org

- City of Newnan – CHIP 2021-111 - $400,000 to Rehabilitate Owner-Occupied Substandard Housing Units, funded April 2021, Ms. Tracy Dunnavant, Planning and Zoning Director, (770) 254-2354 ext. 4, tdunnavant@cityofnewnan.org

- Habitat for Humanity of Rockdale County – Conyers CHIP 2021-109 - $600,000 to construct new homes for Habitat Families – funded April 2021, Linda Ballard, DCA Grants Coordinator 470-725-2929 Linda.Ballard@dca.ga.gov

- City of Cochran CHIP $400,000 Housing Rehabilitation Program 2021-105, Mr. Richard Newburn, City Administrator, rnewbern@cityofcochran.com, Project Underway

- Garden City Housing Team (GCHT) – CHIP 2022 $400,000 – owner-occupied housing rehabilitation – funded April 2022, Ms. Gloria Hough, DCA Grants Coordinator, 470-303-150, gloria.hough@dca.ga.gov.

- Baldwin County CHIP 2022 - $400,000 to provide owner-occupied housing rehabilitation - funded April 2022. Mr. Carlos Tobar, County Manager, ctobar@baldwincountyga.com (478) 363-1976

- Greene County Habitat for Humanity CHIP 2022-105 $600,000 to construction new housing units for HFH family homebuyers – funded April 2022, Ms. Jan Broughton, Board Member, jbroughton@gchabitat.com (706) 453-1718

- Whitfield County CHIP 2022 $400,000 – owner-occupied housing rehabilitation – funded April 2022. Ms. Carol Roberts, cjroberts@whitfieldcountyga.com 706-275-7500

- Gwinnett-Walton County Habitat for Humanity CHIP 2022 - $600,000 to construction new housing units for HFH family homebuyers – funded April 2022. Mr. Brent Bohanan, Executive Director, bbohanan@habitatgwinnett.org (770) 931-8080.

- City of Eatonton CHIP 2023 $400,000 to rehab substandard owner-occupied housing units, funded April 2023, Gary Sanders, gsanders@eatontonga.us 478-288-3390.

- Milledgeville-Baldwin County Habitat for Humanity CHIP 2023-107 $600,000 to build CHIP homes for HFH family homebuyers. Mr. Carlos Tobar, ctobar@baldwincountyga.com 478-363-1976.

- Baldwin County CHIP 2024 - $500,000 to provide owner-occupied housing rehabilitation - funded April 2024. Mr. Carlos Tobar, County Manager, ctobar@baldwincountyga.com (478) 363-1976

- City of Cochran CHIP $500,000 Housing Rehabilitation Program funded April 2024, Mr.Richard Newburn, City Administrator, rnewbern@cityofcochran.com

- FCHA CHIP Homeowner $500,000 Rehabilitation Project funded April 2024 grant award to rehabilitate owner-occupied sub-standard housing units - Mr.Julius Webb, FCHA Executive Director, fcha2002@aol.com 404-246-3047

- City of Warner Robins CHIP 2024-118 - $1,500,000 to build ten (10) new construction homes. Ms. Kate Hogan, khogan@wrga.gov 478-283-0958

- Coastal Empire Habitat for Humanity (CEHFH) – CHIP 2024-103 $1,500,000 CHIP New Housing Construction Program, Mr. Zerik Samples, Executive Director, executivedirector@habitatsavannah.org, 912-353-8122

EMPLOYMENT INCENTIVE PROGRAM (EIP)

- City of Waynesboro EIP project 13q-x-017-2-5628, Economic Development project, Ms. Valerie Kirkland, City Manager 706-554-8000 vkirkland@waynesboroga.com Project Completed

- Jenkins County EIP project 16q-y-082-1-5979 Economic Development Project, Mandy Underwood, Jenkins County Development Authority Executive Director, 478-982-5595, jcda@bellsouth.net. Project complete.

- City of Waynesboro EIP project 20-EIP-001 – Economic Development Project to support Waynesboro Hart Dairy Creamery, Inc. Application funded July 2021 - $750,000 - Ms. Valerie Kirkland, City Manager 706-554-8000 vkirkland@waynesboroga.com

ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

- City of Waynesboro Public Works Program - $1,474,298 Grant 04-01-07633 funded May 2021 – Economic Development Project to support Waynesboro Hart Dairy Creamery, Inc. – Well and Water Treatment Plant – Ms. Valerie Kirkland, City Manager 706-554-8000 vkirkland@waynesboroga.com

- City of Millen Public Works Program - $3,000,000 Grant 04-01-07759 funded July 2022 – Economic Development Project to support water extension to Hwy 25 North – Ms. Mandy Underwood, Executive Director, Jenkins County Development Authority 478-982-5595, jcda@bellsouth.net. Project underway.

- Effingham County Industrial Development Authority (ECIDA) Public Works Program $2,500,000 Grant 04-79-07880 to support Sewon America, Inc. Infrastructure Improvements at Grande View Industrial Park. Ms. Jessica Hood 912-531-2188 jhood@effinghamindustry.com.

ONEGEORGIA AUTHORITY

- Jenkins County Development Authority – OneGeorgia Equity Project, Ms. Mandy Underwood, Executive Director478-982-5595 Funded November 2017, Project complete.

- Development Authority of Burke County – OneGeorgia Equity Project, Ms.Jessica Hood, Executive Director, 706-554-2923
  Funded in September 2018, the project is complete

- Effingham County Industrial Development Authority – OneGeorgia EDGE Project, 25ge-051-5-5210, $3,150,000, Ms. Jessica Hood, Vice President, 912-392-3050, jhood@effinghamindustry.com, funded August 2024

SCOPE OF ADMINISTRATIVE SERVICES

For CDBG and/or CHIP Housing Programs, G+A offers the following Grant Writing and Administrative services:

1. Attend the annual CHIP Application Webinar
2. Attend the annual CDBG Applicant's Workshop
3. Collect information and documentation in support of the CDBG and/or CHIP application
4. Complete the CDBG and/or CHIP Application Forms as identified in the Application Manual
5. Prepare and submit the on-line CDBG and/or CHIP application through the ecivis on-line grants management system to the Georgia Department of Community Affairs (DCA) by the application deadline
6. Grant Award Special and/or General Condition Compliance
7. Complete the Environmental Tier 1
8. Develop new and/or amend existing Policies and Procedure and Housing Standards for the project
9. Public outreach efforts via community meetings and/or official public hearings
10. Assistance with Applicant In-take and individual qualification
11. Coordination with Rehabilitation Inspector to obtain the required housing inspections, work write-ups and cost estimates for each project.
12. Coordination with Lead Inspection Firm to include testing and abatement clearance of all homes built prior to January 1, 1978
13. Environmental Tier 2 to include Historic Preservation Division (HPD) Section

106 consultation
14. CHIP Project Pre-Set Up Submittals to DCA
15. Contractor Solicitation efforts and contractor pre-qualification
16. Prepare bid documents, conduct bid opening, and hold pre-construction conference with homeowner, contractor and building inspector
17. CHIP Project Set Up Submittals to DCA
18. Oversee each project until completion.
19. Draft all correspondence as required to homeowners, potential homebuyers, DCA and other interested parties
20. Preparation of official Deferred Payment Loan documents and the Deed to SecureDebt
21. Represent client at monitoring and auditing visits
22. Keep officials advised of the status of the project schedule
23. Generally, ensure compliance with Federal and State regulations as listed in DCA's CDBG/CHIP Administration Manual
24. Project financial management to include preparation of project drawdowns
25. Completion of project reports and submittal to DCA
26. In general, coordinate parties and efforts involved in the project
27. Project close out

For CDBG and/or EIP Programs, G+A offers the following Grant Writing and Administrative services:

1. Attend the DCA Annual CDBG Applicant's Workshop
2. Collect information and documentation in support of the CDBG or EIP grant application
3. Complete the CDBG or EIP Application Forms as identified in the Application Manual
4. Prepare and submit the on-line application through the ecivis on-line grants management system to Georgia Department of Community Affairs (DCA) by the application deadline
5. Grant Award Special and/or General Condition Compliance
6. Environmental Tier 1
7. Conduct official public hearings as required by CDBG regulations and/or as deemed necessary by the client
8. Available to assist with income surveys
9. Coordination with Project Engineer or Architect
10. Davis Bacon Compliance to include Employee Interviews
11. Section 3 Compliance

12. Draft all correspondence as required to DCA and other interested parties
13. Represent client at DCA monitoring visits
14. Keep officials advised of the status of the project schedule
15. Generally, ensure compliance with Federal and State regulations as listed in DCA's CDBG or EIP Administration Manual
16. Project financial management to include preparation of project drawdowns and quarterly and Section 3 reports
17. In general, coordinate parties and efforts involved in the project
18. Project closeout

List key personnel likely to be involved on this project and explain their specific role in CHIP and/or CDBG work.

Rhonda Gilbert will serve as the grant writer and administrator, if funded, for the project. Ms. Gilbert has (23) twenty-three years of successfully obtaining and administering state and federal grant funding for community and economic development projects. Since 2001, Rhonda has been writing and administering publicfacility, economic development, housing rehabilitation, and reconstruction program grants funded through the DCA's federal CHIP and CDBG programs, as well as the EIP, Redevelopment, OneGeorgia Authority Economic Development Programs, and the US Department of Economic Development (EDA) Public Works Construction Program.

Fees for Services

Gilbert+Associates will propose a fee based on the type of grant application. A general fee schedule is attached.

GILBERT+ASSOCIATES, INC.

FUNDING PROCUREMENT GRANT ADMINISTRATION

GRANT WRITING and ADMINISTRATION SERVICES

FEE SCHEDULE

We provide the following grant writing, administration, and planning services. Since every client has unique needs, it is difficult to give a definitive price until we speak with you about the project's scope and requested services for a specific grant program.

Fees are approximate. We will discuss the fixed fee amount individually with clients. Agreed-upon fees will be stated in the Contract Agreement to be executed by both Parties to the contract.

GRANT WRITING SERVICES

2025 CHIP Housing Rehab or New Construction Grant Proposals ($5,500 - $7,500)

The 2025 CHIP application cycle is underway. G+A will accept clients who want to apply for a 2025 CHIP until December 16, 2024.

EIP, CDBG, Redevelopment Fund (RDF) (Single or Multi-Activity) Grant Proposals ($7,500 - $12,000)

The 2025 CDBG application cycle is underway. G+A will accept clients who want to apply for a 2025 CDBG until January 15, 2025.

The CDBG grants are highly competitive among non-entitlement Georgia communities. We will discuss the exact fee for Grant Writing Services as we identify the scope of work for your application (the need for assistance with income surveys, efforts to obtain extra points on the application for being “ready to proceed,” etc.)

OneGeorgia Workforce Housing, EDGE, and Equity Grant/Loan Proposals ($6,500 – $9,500)

The OneGa Authority accepts applications throughout the year. The application process starts with a brief Pre-Application ($200.00). The application fee amount will be provided after the Initial Project Assessment (IPA) consultation with OneGa staff.

Economic Development Administration (EDA) Grant Proposals ($9,500 - $13,500)

If your organization is planning to apply for an EDA grant, the first step is to have a phone consultation with the EDA Georgia Economic Development Representative.

GRANT ADMINISTRATION SERVICES

CHIP Administration Services

Grant Administration is no longer an eligible CHIP activity but a necessary service. Therefore, the CHIP Grantee will pay for Grant Administration Services. G+A charges Administrative Fees at 2% of the CHIP-awarded amount for Rehabilitation Activities and 3.5% of the CHIP-awarded amount for New Construction Activities.

In addition, G+A charges a $7,500 project delivery fee for each housing unit completed for owner-occupied rehabilitation and reconstruction. The project delivery fee for new housing development is 5% of the CHIP development costs per housing unit built.

(Project Delivery Fees are an eligible CHIP expense and will be in the CHIP budget).

EIP, CDBG, RDF

G+A will provide Grant Administration Services at 6% of the total project cost for single-project activities.

For multi-activity projects (infrastructure + housing), G+A will provide Grant Administration Services at 7% of the total project cost.

For CDBG Housing Grants, G+A charges a $3,200 project delivery fee for each housing unit completed and a $500 project delivery fee for each housing unit containing lead-based paint.

(Project Delivery Fees are eligible for CDBG expenses and will be in the CDBG budget).

Economic Development Administration (EDA) Grant Administration

If requested, Grant Management Services will be provided at 6 percent of the EDA award.

GENERAL GRANT CONSULTATION – Hourly Rate ($175 per hour)

Gilbert+Associates, Inc. is available by phone to discuss general information regarding grant programs. We do not charge for phone consultations; however, we do schedule phone inquiries by appointment, as each project is unique and requires that we prepare for these discussions. Please know there is no fee for initial general discussions regarding your potential projects and our services.

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 01/16/25
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

AGENDA ITEM (ID)

DOC ID:

Zoning Map Amendment Application submitted by Steven Campisi as Agent for Coastal Club Port Wentworth, requesting to rezone 20.989 of 22.239 acres from C-2 to R-5, to allow for a multifamily residential development. PIN # 7-0037-02-019, located in the 3rd Council District, on Newport Blvd.

- **Public Hearing**

Issue/Item: A Zoning Map Amendment Application has been submitted by Steven Campisi as Agent for Coastal Club Port Wentworth, requesting to rezone 20.989 of 22.239 acres from C-2 to R-5, to allow for a multifamily residential development. PIN # 7-0037-02-019, located in the 3rd Council District, on Newport Blvd.

Background:

- The applicant requests R-5 zoning to development a 192 unit apartment complex, with associated amenities.
- The community will be served by two access points on Newport Blvd
- Approximately 1.25 acres will remain zoned C-2 and be retained for for commercial use.

Facts and Finding:

- Adjacent properties to the north and east are within the C-2 (General Commercial) zoning district. Adjacent zoning to the south and southeast is C-2 and R-5 (Multi-Family Residential), to the west is R-4 (Mixed Residential) apartments and townhomes inside Newport subdivision.
- The Future Land Use Map identifies this parcel as commercial, bordered on two sides by residential.

Suggested Action:
The proposed rezoning meets applicable zoning criteria and is complimentary to surrounding and future land use.

At the January 6, 2024 meeting, the Planning Commission voted to recommend approval of this item.

Funding: N/A

Recommendation:

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Steven Campisi Phone # (407) 794-0434

Mailing Address: 101 S New York Ave, Unit 211 Winter Park, FL 32789

Property Owner: COASTAL CLUB PORT WENTWORTH, LLC Phone # (407) 794-0434

Use back if more than one owner

Owner Address: 101 S New York Ave, Unit 211 Winter Park, FL 32789

PIN #('s): 70037 02019 # of Acres 22.239

Zoning Classification: Present C-2 Requested Split*: R5 / remain C-2

Use of Property: Present Undeveloped Requested Multi-Family / Undeveloped
*See prop. subdivision plat

\- If the requested change is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made. **A portion of the site is to remain C-2, which matches adjacent zoning.**

YES If the requested change is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

This proposed zoning change will apply only to the south and western portions of the site (20.989 ac). The north eastern corner will remain the current zoning (1.250 ac.). A proposed subdivision plat is provided. The R-5 zoning change is different than the surrounding properties. However, the proposed use follows the uses of the surrounding properties and will provide a better transition from commercial to residential areas.

Attach the following documents:

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 300 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit three (3) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit three (3) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of $500.00 + $50.00 per acre + $75.00 Administrative Fee, payable to the City of Port Wentworth.

APPLICATION MUST BE FILED 20 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this
4 day of December, 2024.

Signature of Applicant

Notary Public

MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

Updated 8/25/2023

DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____ember 5th_____, 20_24_ to rezone real property described as follows:

[redacted]

The undersigned official of the City of Port Wentworth has property interest (Note 1) in said property as follows:

[redacted]

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

[redacted]

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

[redacted]

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership
Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more
Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust
Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

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I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
4 day of December, 2024.

Signature of Official

Notary Public

Updated 8/25/2023

NOTARY PUBLIC STATE OF FLORIDA
MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Steven Campisi

Address: 101 S New York Ave, Unit 211 Winter Park, FL 32789

Telephone Number: (407) 794-0434

Signature of Owner

Personally appeared before me

Steven Campisi

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public

12/4/2024

Date

NOTARY PUBLIC STATE OF FLORIDA
MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on ___ember 5th 20[redacted] rezone real property described as follows:

[redacted]

Within the two years preceding the above filing date, the applicant has made campaign contributions aggregating $250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

[redacted]

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
4 day of December, 2024.

Signature of Applicant

Notary Public

MICHELLE JARAE
MY COMMISSION # HH 322924
EXPIRES: October 17, 2026

Updated 8/25/2023

Type: WD
Kind: WARRANTY DEED
Recorded: 2/28/2020 4:15:00 PM
Fee Amt: $1,304.60 Page 1 of 6
Transfer Tax: $1,279.60
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID(s): 1983094574,
7067927936

BK 1861 PG 352 - 357

Prepared by:
Shannon S. Vukmir, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

Return to:
Weiner, Shearouse, Weitz,
Greenberg & Shawe, LLP
Attn: Stuart R. Halpern
14 E State Street
Savannah, GA 31401

When Recorded Return To:
Heather Townsend
First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 992277

STATE OF FLORIDA

COUNTY OF ORANGE

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("**Deed**"), made as of February 27, 2020, between **LAND HOLDING, LLC**, a Delaware limited liability company ("**Grantor**"), having an office c/o PNC Bank, National Association, 201 E. Pine Street, Suite 100, Locator: A1-P812-01-2, Orlando, FL 32801,

AND

[redacted] a Georgia limited liability company ("**Grantee**"), having an address at 1051 W. Morse Boulevard, Suite 240, Winter Park, Florida 32789 (the words "Grantor" and "Grantee" include their respective heirs, successors and assigns as applicable).

WITNESSETH that Grantor, for and in consideration of ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND and 00/100ths DOLLARS ($1,356,000.00) in hand paid at and before the execution and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, its heirs, successors and assigns, the following described real property (the "**Property**"), to-wit:

All that tract or parcel of land lying and being in Chatham County, Georgia, and being more particularly described on the attached ***Exhibit "A" Leal Description***.

TO HAVE AND TO HOLD the Property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, its heirs, successors and assigns, forever, in FEE SIMPLE.

UNDER AND SUBJECT TO those matters shown on **Exhibit "B"** attached hereto and made a part hereof.

IT IS ACKNOWLEDGED THAT THE PROPERTY HAS BEEN ACQUIRED BY GRANTOR THROUGH DEED IN LIEU OF FORECLOSURE AND THAT GRANTOR HAS NEVER OCCUPIED THE PROPERTY. GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES OR COVENANTS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, EXCEPT THOSE ASSOCIATED WITH TITLE.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

Signed and delivered as to all signatories in the presence of:

Kristina Sander

Unofficial Witness

Notary Public (Affix seal and commission expiration date)

LEXIE ANN ISAAC
MY COMMISSION # GG 065825
EXPIRES: April 14, 2021
Bonded Thru Notary Public Underwriters

GRANTOR:

LAND HOLDING, LLC, a Delaware limited liability company

By: John R. Gassie
John R. Gassie, Vice President

EXHIBIT "A"

Legal Description

[redacted]

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE EIGHTH G.M. DISTRICT, CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA, BEING [redacted], AS PER PLAT RECORDED FEBRUARY 27, 2020 IN [redacted], CHATHAM COUNTY RECORDS.

[redacted]:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY AS CONTAINED IN THAT CERTAIN MASTER [redacted] OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAVANNAH GATEWAY WEST, DATED MARCH 26, 2009, AND RECORDED IN [redacted], CHATHAM COUNTY RECORDS, TO WHICH INSTRUMENT THIS CONVEYANCE IS EXPRESSLY SUBJECT.

BEING [redacted] by Deed Under Power of Sale dated June 2, 2015 and recorded on July 21, 2015 with the Chatham, Georgia Clerk of Superior Court [redacted] Document No. 028959640006, granted and conveyed unto [redacted] Delaware limited liability company, Grantor herein.

EXHIBIT "B"

Permitted Encumbrances

1. Possible additional assessments for taxes, either prospective or retroactive, for new construction or for any major improvements, as well as for current year's taxes levied or to be levied and not yet certified. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.

2. Unrecorded easements, discrepancies, or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose, or which are not shown by the public records.

3. Rights or claims of any parties in possession.

4. Unfiled municipal claims.

5. Easements and rights granted for utilities.

6. Rights, public and private, in and to any portion of the Property that lies within the right of way of any public street or alley abutting the Property.

7. Zoning and building laws, ordinances, and regulations.

8. Rights of upper and lower riparian owners in and to the waters of any creek or stream that bounds or traverses the Land, free from increase, decrease or pollution.

9. [redacted] Mrs. S. B. Harrison, Executrix S. B. Harrison to The American Telephone and Telegraph Company of Georgia, dated August 7, 1929, filed for record August 12, 1929, and recorded in [redacted], Chatham County, Georgia records.

10. [redacted] Right-of-Way from Clayton P. Boardman, Jr., Barney D. Boardman and Ward S. Claussen to Savannah Electric and Power Company, a corporation, dated December 27, 1972, filed for record January 16, 1973, and recorded in Deed Bo[redacted], aforesaid records; with Plat recorded in [redacted], aforesaid records.

11. [redacted] from Eric W. Sulzberger, as Trustee of the Stephanie Page Boardman Trust d/w of Barney Boardman, a/k/a Barney Dunbar Boardman, deceased, The Summit Works, LLLP, Chattooga Partners, LLLP, Hollis B. Willig and Ann Carter Boardman as Trustee for Carter B. Brown under Trust Agreement dated September 29, 1986 t[redacted]c., a South Carolina corporation, dated November 21, 2002, filed for record March 5, 2003, and recorded in [redacted], aforesaid records.

12. [redacted] line along the boundary with Highway No. 21 as shown on that certain plat recorded [redacted], aforesaid records.

13. [redacted] of Restrictive Covenant by McKamey Investments, LLC, dated August 12, 2005, filed for record August 29, 2005, and recorded in [redacted]12, aforesaid records; as affected by that certain Consent to Restriction, dated July 26, 2005, filed for record August 29, 2005, and recorded in Deed Book [redacted] foresaid records.

14. [redacted] from Land Holding, LLC to Savannah Electric and Power Company, dated May 24, 2019, filed for record June 25, 2019, and recorded in [redacted] aforesaid records.

15. [redacted] of Use Restrictions by Savannah Interests, LLC, a Georgia limited liability company, dated August 19, 2012, filed for record September 12, 2012, and recorded i[redacted], aforesaid records; as amended by that certain [redacted] to Declaration of Use Restrictions, dated November 19, 2013, filed for record November 25, 2013, and recorded in Deed [redacted] aforesaid records.

16. Terms and provisions of that certain [redacted] of Easements Covenants, Conditions and Restrictions for Savannah Gateway West by Savannah Gateway West, LLC, a Florida limited liability company, formerly known as Savannah West, LLC, dated April 16, 2009, filed for record April 30, 2009, and recorded [redacted] aforesaid records.

17. [redacted] ts along the northeasterly and northwesterly lot lines an[redacted] to well site on the northeasterly corner as shown on that certain plat recorded in [redacted] P, F[redacted] esaid records.

18. [redacted] by and between Georgia Power Company and Savannah West, LLC, dated June 18, 2007, filed for record September 28, 2007, and recorded in [redacted] aforesaid records.

19. Matters disclosed on that certain ALTA/NSPS Land Title Survey prepared by Atlas Surveying, Inc., dated February 5, 2020 and bearing seal of Thomas W. Hurley, GA.P.L.S. No. LS002468 (the "Survey") as follows: ([redacted]s located along westerly and southerly portions of the Land.

Type: RWD
Kind: RIGHT OF WAY DEED
Recorded: 12/1/2021 3:36:00 PM
Fee Amt: $25.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 8863185331

BK 2628 PG 104 - 105

[ABOVE SPACE RESERVED FOR RECORDING INFORMATION]

After recording return to:
Stuart R. Halpern, Esq.
Weiner, Shearouse, Weitz,
Greenberg & Shawe, LLP
P.O. Box 10105
Savannah, GA 31412-0305

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RIGHT OF WAY DEED

THIS INDENTURE, made and executed this 10th day of November, 2021, between **Pointe Grand Savannah, LLC**, a Georgia limited liability company (f/k/a Coastal Club Port Wentworth, LLC), as party of the first part (hereinafter called "Grantor") and the **CITY OF PORT WENTWORTH**, a Georgia municipal corporation, as party of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One and 00/100 ($1.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, convey, release and forever quit claim unto Grantee, its heirs, successors and assigns, the following described property, to-wit;

Those certain road right-of-ways lying and being in the 8th G.M. District, City of Port Wentworth, Chatham County, Georgia, being designated as **"NEWPORT BOULEVARD"**, being a 60' Public Right of Way, consisting of **"PARCEL 1"** and **""PARCEL 2"**, collectively containing 3.817 acres, more or less, and being more particularly described and shown on that certain Major Subdivision Plat titled "NEWPORT BOULEVARD PARCEL 1 A PORTION OF PARCEL 2A, SAVANNAH GATEWAY EAST AND PARCEL 2 A PORTION OF TRACT 3, MEADOW LAKES SUBDIVISION, PHASE ONE, 8TH G.M.D., CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA," prepared by Shupe Surveying Company, P.C. bearing the seal and certification of C. Teeple Hill, Georgia Registered Land Surveyor No. 3081, dated August 9, 2021, and being recorded in Plat Book 53, Page 211 in the Office of the Clerk of the Superior Court of Chatham County, Georgia, said map being incorporated herein and made a part hereof by specific reference.

TITLE HAS NOT BEEN EXAMINED NOR CERTIFIED BY THE PREPARER OF THIS INSTRUMENT.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in anywise appertaining unto the Grantee, its successors and assigns, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
Commission Expires: 01/15/2024

[NOTARIAL SEAL]

Notary Public State of Florida
Kyla H Lee
My Commission GG 947474
Expires 01/15/2024

Pointe Grand Savannah, LLC, a Georgia limited liability company
(f/k/a Coastal Club Port Wentworth, LLC)

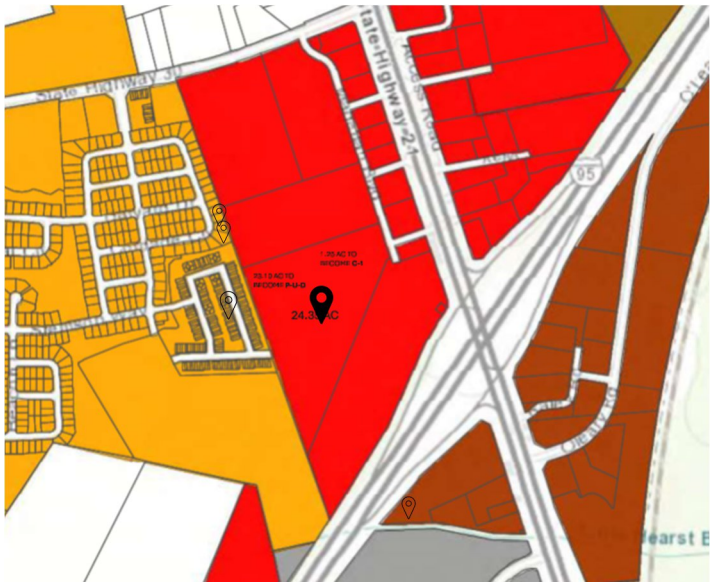
By: Hillpointe Workforce Housing Partnership I, LP, A Delaware limited partnership, Sole Member of Pointe Grand Simpsonville, LLC

By: Hillpointe Fund I GP, LLC, a Delaware limited liability company, General Partner of Hillpointe Workforce Housing Partnership I, LP

By: Hillpointe, LLC, a Delaware limited liability company, its sole member

By: _____
Steven J. Campisi, Manager of Hillpointe, LLC

Properties within 300 ft.



Key: (**IF MULTIPLE ADDRESS,** →M: Mailing Address, P: Property Address)

PROPERTY OWNERS WITHIN 300' OF PARCEL

- SHAYANAM, LLC
  M: 32 HOSPITALITY LN PORT WENTWORTH GA 31407
  P:
  70037 02017

- SOUTHERN WOOD COMPANY, LLC
  M: 118 PIPEMAKERS CIRCLE, SUITE 100 POOLER, GA 31322
  P: MAGELLAN BLVD PORT WENTWORTH, GA 31407
  70037 02015

- 1311 EUCLID LLC
  M: 1128 24TH ST SANTA MONICA, CA 90403
  P: 7111 HIGHWAY 21 PORT WENTWORTH, GA 31407
  70037 02014

- DOUBLE REVERSE, LLC
  M: 250 N. ORANGE AVENUE SUITE 1500 ORLANDO, FL 32801
  P: MAGELLAN BLVD PORT WENTWORTH, GA 31407
  70037 02013

- BRENDAN ELLIOT
  39 CORDAGE CIR PORT WENTWORTH, GA 31407
  70978A01020

- CARLOS N. SILVA
  41 CORDAGE CIR PORT WENTWORTH, GA 31407

70978A01021

- COVE AT NEWPORT TOWNHOME ASSOCIATION INC.
  M: 100 COMMERCE CT POOLER, GA 31322
  P: BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21072
  70978A21090

- OREI POINTE GRAND PROPERTY OWNER, LLC
  M: 1200 BRICKELL AVE, PH 2020 MIAMI, FL 33131
  P: 50 NEWPORT BLVD PORT WENTWORTH, GA 31407
  70976 02021

- HARDEE GROVE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER GA 31322
  P: 61 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21023

- MOODY FARMS, LLC
  M: 256 TOPI TRAIL HINESVILLE, GA 31313
  P: 49 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21017

- PINTILIE CALIN
  M: 606 LEMON DR ARLINGTON TX 76018
  P: 51 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21018

- 53 BEARING CIRCLE LLC
  M: P O BOX 15516 SAVANNAH GA 31416
  P: 53 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21019

- CRAMER JEFFREY WALLIS
  55 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21020

- DAO CUONG C
  M: 210 FISH HAWK LN SAVANNAH, GA 31410
  P: 57 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21021

- HARVEY HORACE & BRIAN T.
  59 A BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21086

- VOISINE HOME RENTALS, LLC
  M: 275 N TOPI TRL HINESVILLE, GA 31313
  P: 59 BEARING CIR PORT WENTWORTH, GA 31407

70978A21088

- CONYERS SHEILA WILCOX
  59 D BEARING CIR PORT WENTWORTH, GA 31407
  70978A21089

- BEARING 59 LLC
  M: 515 LEE BLVD SAVANNAH, GA 31405
  P: 59 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21087

- AVALON COVE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 63 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21024

- BRIGHTON BLUFF INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 65 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21025

- GARNETT RIDGE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 67 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21026

- DILLARD PARK INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 69 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21027

- EDEN LAKE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 71 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21028

- CAPITAL AVENUE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 73 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21029

- AVALON COVE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 75 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21030

- BRIGHTON BLUFF INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 77 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21031

- GARNETT RIDGE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 79 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21032

- DILLARD PARK INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 81 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21033

- EDEN LAKE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
- P: 83 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21034

- FISHER ISLE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 85 BEARING CIR PORT WENTWORTH, GA 31407
- P: 87 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21035
  70978A21036

- GORDON KAYLA
  89 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21037

- COOK TIFFANY R
  91 BEARING CIR PT WENTWORTH, GA 31407
  70978A21038

- CUMMINGS ALICIA
  93 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21039

- FLOWERS DETROIT
  SALIM ZUENA MOHAMED
  95 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21040

- SMART COURTNEY SHANAE
  97 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21041

- WALTZ PETER B
  99 BEARING CIR PT WENTWORTH, GA 31407
  70978A21042

- JOHNSON LASHONDA M
  101 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21043

- KENNEDY-GARCIA ELISA
  103 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21044

- CHRISTIE JOSEPH A
  215 FISH HAWK LN SAVANNAH, GA 31410
  70978A21045

- MATHIS LADONIA YVONNE
  107 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21046

- MURDOCK-BEY MONEFA E
  109 BEARING CIR PT WENTWORTH, GA 31407
  70978A21047

- CONLEY TERRANCE B
  M: 4125 PITTMAN RD ATLANTA, GA 30349
  P: 111 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21048

- HONNAMARANAHALLI LINGESHA
  BORANNA RAMYA HULIVANA
  M: 130 WINSLOW CIRCLE PORT WENTWORTH, GA 31407
  P: 113 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21049

- NEISLER JONATHON C.
  115 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21050

- BROWN KEITH
  117 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21111

- WILLIAMS DESTINY LAUTRELLE
  119 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21112

- EILAND JERRELL T.
  EILAND CAROLYN A.
  121 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21113

- MILES & WALKER-MILES JAMES E & CHER WALKER
  123 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21114

- BEARING PUTTER LLC
  M: 195 SPANTON CRES POOLER, GA 31322

P: 125 BEARING CIR PORT WENTWORTH, GA 31407
70978A21115

- JONES NATASCHA D
  127 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21116

- 40 TRANSOM RD LLC
  40 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21170

- LAWSON JENNIFER A
  42 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21171

- BROWN MICHAEL A
  44 TRANSOM RD PT WENTWORTH, GA 31407
  70978A21172

- PAGE MARY TONEITHA
  46 TRANSOM ROAD PORT WENTWORTH, GA 31407
  70978A21173

- WEBBER MORGHAN
  WEBBER ANTONIO*
  48 TRANSOM ROAD PORT WENTWORTH, GA 31407
  70978A21174

- HOUFAID OTHMANE
  50 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21175

- MANLEY WARREN
  M: 117 POLK LN FITZGERALD, GA 31750
  P: 52 TRANSOM RD PORT WENTWORTH
  70978A21176

- JONES RAQUISHA SHANTORIA
  54 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21177

- CLENDENEN MICHAEL D
  56 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21178

- SULLIVAN ASHLEY
  58 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21179

- JALIL JULIO & GLADYS*
  M: 7 HAMILTON GROVE DR POOLER, GA 31322

P: 60 TRANSOM RD PORT WENTWORTH
70978A21180

- RILEY-HOWLETT SANDRA E
  62 TRANSOM ROAD PORT WENTWORTH, GA 31407
  70978A21181

- SIMMONS TAMISHA L
  64 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21182

- NUNN CHARLES K II
  66 TRANSOM RD PORT WENTWORTH, GA 31407
  70978A21183

- CAPITAL AVENUE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 84 BEARING CIR PORT WENTWORTH
  70978A21060

- CAPITAL AVENUE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 82 BEARING CIR PORT WENTWORTH
  70978A21061

- CAPITAL AVENUE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 80 BEARING CIR PORT WENTWORTH
  70978A21062

- BRIGHTON BLUFF INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 78 BEARING CIR PORT WENTWORTH
  70978A21063
- AVALON COVE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 76 BEARING CIR PORT WENTWORTH
  70978A21064

- BRIGHTON BLUFF INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 74 BEARING CIR PORT WENTWORTH
  70978A21065

- BRIGHTON BLUFF INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 72 BEARING CIR PORT WENTWORTH
  70978A21066

- BRIGHTON BLUFF INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322

P: 70 BEARING CIR PORT WENTWORTH
70978A21067

- AVALON COVE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 68 BEARING CIR PORT WENTWORTH
  70978A21068

- DILLARD PARK INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 66 BEARING CIR PORT WENTWORTH
  70978A21069

- CAPITAL AVENUE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 64 BEARING CIR PORT WENTWORTH
  70978A21070

- CAPITAL AVENUE INVESTMENTS LLC
  M: 120 COMMERCE CT POOLER, GA 31322
  P: 62 BEARING CIR PORT WENTWORTH
  70978A21071

- MORGAN CHRISTOPHER D.
  58 BEARING CIRCLE, UNIT D PORT WENTWORTH, GA 31407
  70978A21109

- GIST JONATHAN
  58 BEARING CIRCLE, UNIT C PORT WENTWORTH, GA 31407
  70978A21109

- HUNT BRION R
  58 BEARING CIRCLE, UNIT B PORT WENTWORTH, GA 31407
  70978A21107

- RNJ INVESTMENTS LLC
  M: 7640 ABERCORN STREET SAVANNAH, GA 31406
  P: 58 BEARING CIRCLE, UNIT A PORT WENTWORTH, GA 31407
  70978A21106

- WILLIAMS, JR. MICHAEL A.
  M: 21 WYNDY COURT POOLER, GA 31322
  P: 56 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21074

- JOHN P MITCHELL
  DUFFEY TEBREA
  54 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21075

- DEMPSEY DYNESHA D
  52 BEARING CIRCLE PORT WENTWORTH, GA 31407
  70978A21076

- CONNER CHARLES H SR
  M: 130 JIM WATERS RD STATESBORO, GA 30458
  P: 50 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21077

- RANGEL, III ERNEST
  M: 123 FOUR OAKS CT RINCON, GA 31326
  P: 48 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21078

- HENKEL SASA
  M: 305 E 53RD STREET SAVANNAH, GA 31405
  P: 46 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21079

- REALTY INVESTORS US LLC
  M: 105 HILLSIDE DR RINCON, GA 31326
  P: 44 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21104

- TAGLIA MATTHEW TOWERY
  & WAARA HANNAH CAITLIN*
  M: 1404 TUGALOO DRIVE ATLANTA, GA 30319
  P: 44 BEARING CIR PORT WENTWORTH, GA 31407
  70978A21103

- SPENCER BEULAH
  M: 146 CROSSING CIR RINCON, GA 31326
  P: 44 BEARING CIRCLE, UNIT A PORT WENTWORTH, GA 31407
  70978A21102

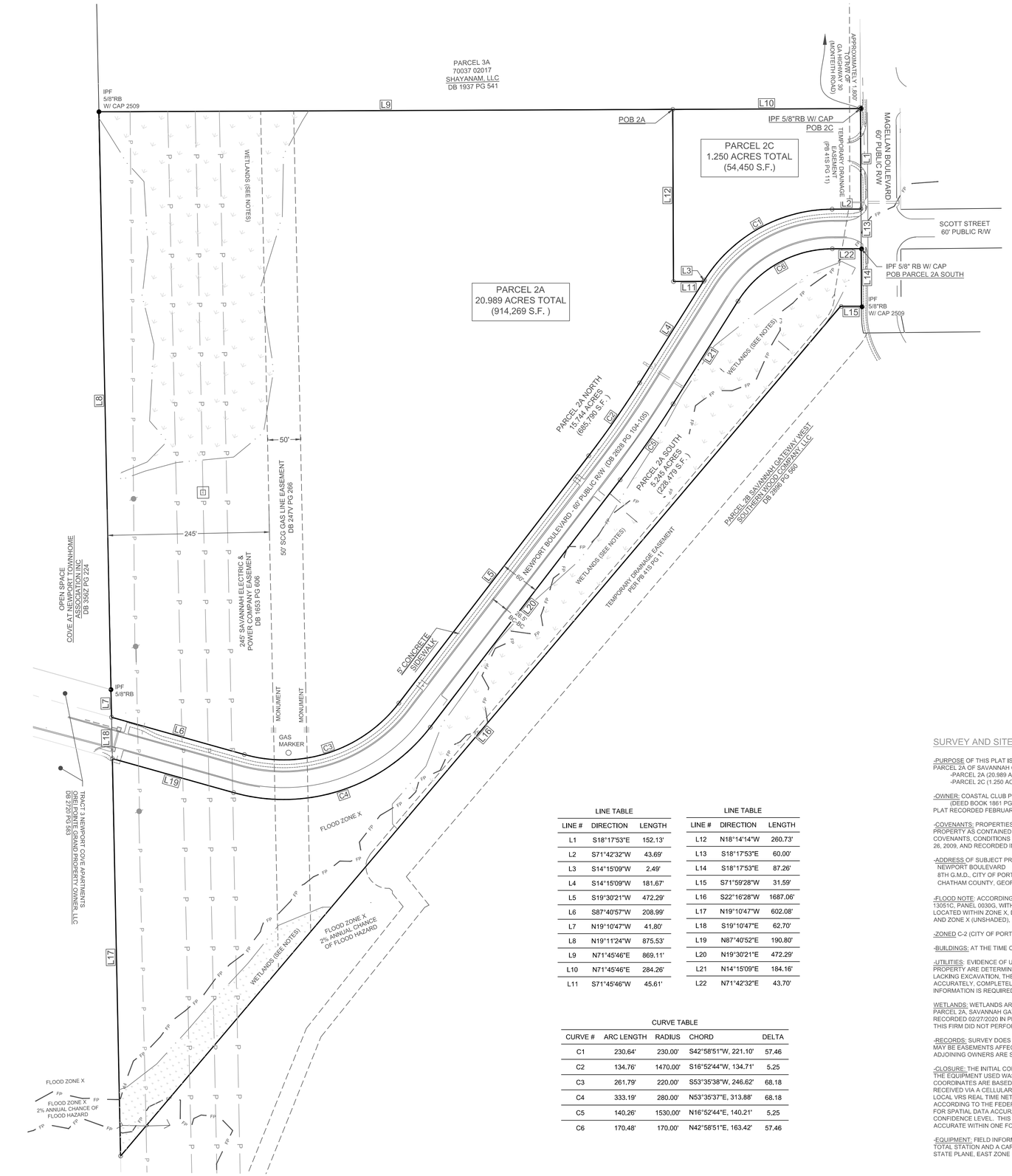
- RNJ INVESTMENTS LLC
  M: 7640 ABERCORN STREET SAVANNAH, GA 31406
  P: 44 BEARING CIRCLE, UNIT A PORT WENTWORTH, GA 31407
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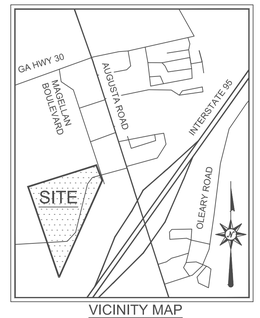
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APPROVAL FOR RECORDING:

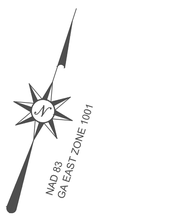
THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT FOR RECORDING:

CITY MANAGER OR DESIGNEE DATE





VICINITY MAP
NOT TO SCALE



SCALE: 1" = 80'

0 80 160 240

LEGEND AND ABBREVIATIONS

DB: DEED BOOK
PB: PLAT BOOK
POB: POINT OF BEGINNING
R/W: RIGHT-OF-WAY
● IPF: IRON PIN FOUND
○ IPS: IRON PIN SET
☒ R/W MON: RIGHT-OF-WAY MONUMENT

UTILITY POLE
OVERHEAD UTILITY ——— P ———
FEMA FLOOD LINE ——— FP ———

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S18°17'53"E	152.13'
L2	S71°42'32"W	43.69'
L3	S14°15'09"W	2.49'
L4	S14°15'09"W	181.67'
L5	S19°30'21"W	472.29'
L6	S87°40'57"W	208.99'
L7	N19°10'47"W	41.80'
L8	N19°11'24"W	875.53'
L9	N71°45'46"E	869.11'
L10	N71°45'46"E	284.26'
L11	S71°45'46"W	45.61'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	N18°14'14"W	260.73'
L13	S18°17'53"E	60.00'
L14	S18°17'53"E	87.26'
L15	S71°59'28"W	31.59'
L16	S22°16'28"W	1687.06'
L17	N19°10'47"W	602.08'
L18	S19°10'47"E	62.70'
L19	N87°40'52"E	190.80'
L20	N19°30'21"E	472.29'
L21	N14°15'09"E	184.16'
L22	N71°42'32"E	43.70'

CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD	DELTA
C1	230.64'	230.00'	S42°58'51"W, 221.10'	57.46
C2	134.76'	1470.00'	S16°52'44"W, 134.71'	5.25
C3	261.79'	220.00'	S53°35'38"W, 246.62'	68.18
C4	333.19'	280.00'	N53°35'37"E, 313.88'	68.18
C5	140.26'	1530.00'	N16°52'44"E, 140.21'	5.25
C6	170.48'	170.00'	N42°58'51"E, 163.42'	57.46

SURVEY AND SITE NOTES

-PURPOSE OF THIS PLAT IS TO SUBDIVIDE EXISTING PARCEL 70037 02019, BEING A PORTION OF PARCEL 2A OF SAVANNAH GATEWAY WEST, INTO 2 PARCELS:
-PARCEL 2A (20.989 ACRES)
-PARCEL 2C (1.250 ACRES)

-OWNER: COASTAL CLUB PORT WENTWORTH, LLC
(DEED BOOK 1861 PG 352-357, BEING PARCEL 2A OF SAVANNAH GATEWAY WEST, AS PER PLAT RECORDED FEBRUARY 27, 2020 IN PLAT BOOK 52, PAGE 363, CHATHAM COUNTY RECORDS)

-COVENANTS: PROPERTIES ARE SUBJECT TO EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY AS CONTAINED IN THAT CERTAIN MASTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAVANNAH GATEWAY WEST, DATED MARCH 26, 2009, AND RECORDED IN DEED BOOK 350-U, PAGE 687, CHATHAM COUNTY RECORDS.

-ADDRESS OF SUBJECT PROPERTY IS:
NEWPORT BOULEVARD
8TH G.M.D., CITY OF PORT WENTWORTH,
CHATHAM COUNTY, GEORGIA

-FLOOD NOTE: ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR PANEL NUMBER 13051C, PANEL 0030G, WITH AN EFFECTIVE DATE OF 08/16/2018, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X, DEFINED AS AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE X (UNSHADED), DEFINED AS AREAS OF MINIMAL FLOOD HAZARD.

-ZONED C-2 (CITY OF PORT WENTWORTH ZONING)

-BUILDINGS: AT THE TIME OF SURVEY, THERE WERE NO BUILDINGS ON SUBJECT PROPERTIES.

-UTILITIES: EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY ARE DETERMINED BY PLANS AND REPORTS AVAILABLE FROM MUNICIPAL SOURCES. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, LOCATION AND EXCAVATION MAY BE NECESSARY.

WETLANDS: WETLANDS ARE APPROXIMATE AND SCALED IN PER "A MINOR SUBDIVISION OF: PARCEL 2A, SAVANNAH GATEWAY WEST, A PORTION OF TAX PARCEL NO. 7-0037-02-004, RECORDED 02/27/2020 IN PLAT BOOK 52 PAGE 363, CHATHAM COUNTY, GEORGIA RECORDS. THIS FIRM DID NOT PERFORM A WETLAND SURVEY.

-RECORDS: SURVEY DOES NOT BENEFIT FROM A CURRENT TITLE COMMITMENT, AND THERE MAY BE EASEMENTS AFFECTING PROPERTY THAT ARE NOT SHOWN. NAMES AND RECORDS OF ADJOINING OWNERS ARE SHOWN PER CURRENT ONLINE GIS RECORDS.

-CLOSURE: THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE ESTABLISHED UTILIZING GPS. THE EQUIPMENT USED WAS A GPS RECEIVER WITH TRIMBLE DATA COLLECTION SOFTWARE. ALL COORDINATES ARE BASED ON NAD83(2011) AND GEOID12B. NETWORK RTK CORRECTIONS WERE RECEIVED VIA A CELLULAR MODEM. THE TYPE OF SURVEY WAS NETWORK RTK UTILIZING A LOCAL VRS REAL TIME NETWORK. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS 0.04 FEET HORIZONTAL AND 0.07 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 584,333 FEET BY MAP CHECK.

-EQUIPMENT: FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A GEOMAX CRX 2" TOTAL STATION AND A CARLSON R12 RECEIVER. HORIZONTAL DATUM IS GRID NORTH, GEORGIA STATE PLANE, EAST ZONE 1001.

CONSULTANT:

KSH ENGINEERING

Office:
8830 Macon Highway
Building 300
Athens, GA 30606

DEVELOPER:

HILLPOINTE

Corporate Office:
101 South New York Avenue, Unit 211
Winter Park, FL 32789
PH: (407) 752-9004

Operations Office:
8830 Macon Highway
Building 300
Athens, GA 30606
PH: (407) 752-9004

Information: www.hillpointe.com

24- HOUR CONTACT:
Marcus Wiedower
P: (706) 254-3251
Email: mwiedower@hillpointe.com

PROJECT:

POINTE GRAND
NEWPORT BOULEVARD

NEWPORT BLVD
PARCEL 7-0037- 02-019
THE CITY OF PORT WENTWORTH,
CHATHAM COUNTY, GEORGIA
8TH G.M.D.

MINOR SUBDIVISION PLAT FOR:

PARCEL 2A
SAVANNAH GATEWAY WEST
TAX PARCEL 7-0037-02-019

LAND SURVEYOR CERTIFICATE

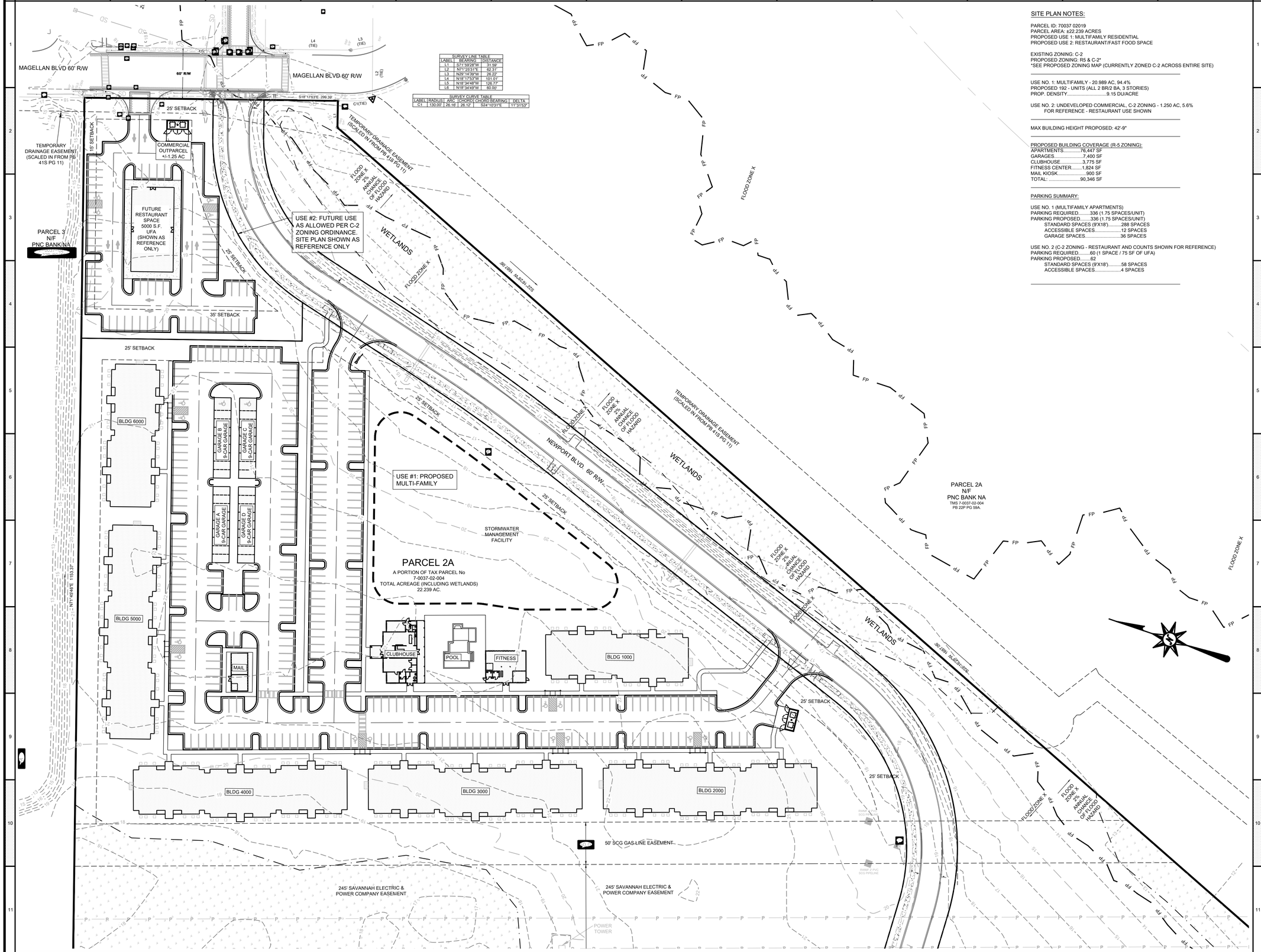
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED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

GEORGIA REGISTERED No. 3142 LAND SURVEYOR JOHN MARK DUNLAP

JOHN MARK DUNLAP, GEORGIA RLS #3142 — 12/05/2024 DATE

DRAWING DATE: 12/04/2024

SHEET 1 OF 1



SURVEY LINE TABLE		
LABEL	BEARING	DISTANCE
L1	S71°59'28"W	31.56'
L2	N71°25'31"E	62.31'
L3	N29°14'39"W	29.22'
L4	N18°17'53"W	101.01'
L5	N18°34'48"W	126.77'
L6	N18°34'49"W	60.00'

SURVEY CURVE TABLE					
LABEL	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	130.00'	26.16'	26.12'	S24°10'31"E	11°31'53"

SITE PLAN NOTES:

PARCEL ID: 70037 02019
PARCEL AREA: ±22.239 ACRES
PROPOSED USE 1: MULTIFAMILY RESIDENTIAL
PROPOSED USE 2: RESTAURANT/FAST FOOD SPACE

EXISTING ZONING: C-2
PROPOSED ZONING: R5 & C-2*
*SEE PROPOSED ZONING MAP (CURRENTLY ZONED C-2 ACROSS ENTIRE SITE)

USE NO. 1: MULTIFAMILY - 20.989 AC, 94.4%
PROPOSED 192 - UNITS (ALL 2 BR/2 BA, 3 STORIES)
PROP. DENSITY.....9.15 DU/ACRE

USE NO. 2: UNDEVELOPED COMMERCIAL, C-2 ZONING - 1.250 AC, 5.6%
FOR REFERENCE - RESTAURANT USE SHOWN

MAX BUILDING HEIGHT PROPOSED: 42'-9"

PROPOSED BUILDING COVERAGE (R-5 ZONING):
APARTMENTS.....76,447 SF
GARAGES.....7,400 SF
CLUBHOUSE.....3,775 SF
FITNESS CENTER.....1,824 SF
MAIL KIOSK.....900 SF
TOTAL:.....90,346 SF

PARKING SUMMARY:

USE NO. 1 (MULTIFAMILY APARTMENTS)
PARKING REQUIRED.....336 (1.75 SPACES/UNIT)
PARKING PROPOSED.....336 (1.75 SPACES/UNIT)
STANDARD SPACES (9'X18').....288 SPACES
ACCESSIBLE SPACES.....12 SPACES
GARAGE SPACES.....36 SPACES

USE NO. 2 (C-2 ZONING - RESTAURANT AND COUNTS SHOWN FOR REFERENCE)
PARKING REQUIRED.....60 (1 SPACE / 75 SF OF UFA)
PARKING PROPOSED.....62
STANDARD SPACES (9'X18').....58 SPACES
ACCESSIBLE SPACES.....4 SPACES

CONSULTANT:
KSH ENGINEERING

Office:
8830 Macon Highway
Building 300
Athens, GA 30606

DEVELOPER:
HILLPOINTE

Corporate Office:
101 South New York Avenue, Unit 211
Winter Park, FL 32789
PH: (407) 752-9004

Operations Office:
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Information: www.hillpointe.com

24- HOUR CONTACT:
Marcus Wiedower
P: (706) 254-3251
Email: mwiedower@hillpointe.com

PROJECT:

POINTE GRAND NEWPORT BLVD

NEWPORT BLVD
PARCEL 70037 02019
PORT WENTWORTH, GA

SHEET TITLE:

SITE PLAN OVERALL

DRAWING SCALES:
HORIZONTAL: 1" = 50'
0 50 100 150
VERTICAL: N/A

DRAWING DATE: 12/02/2024

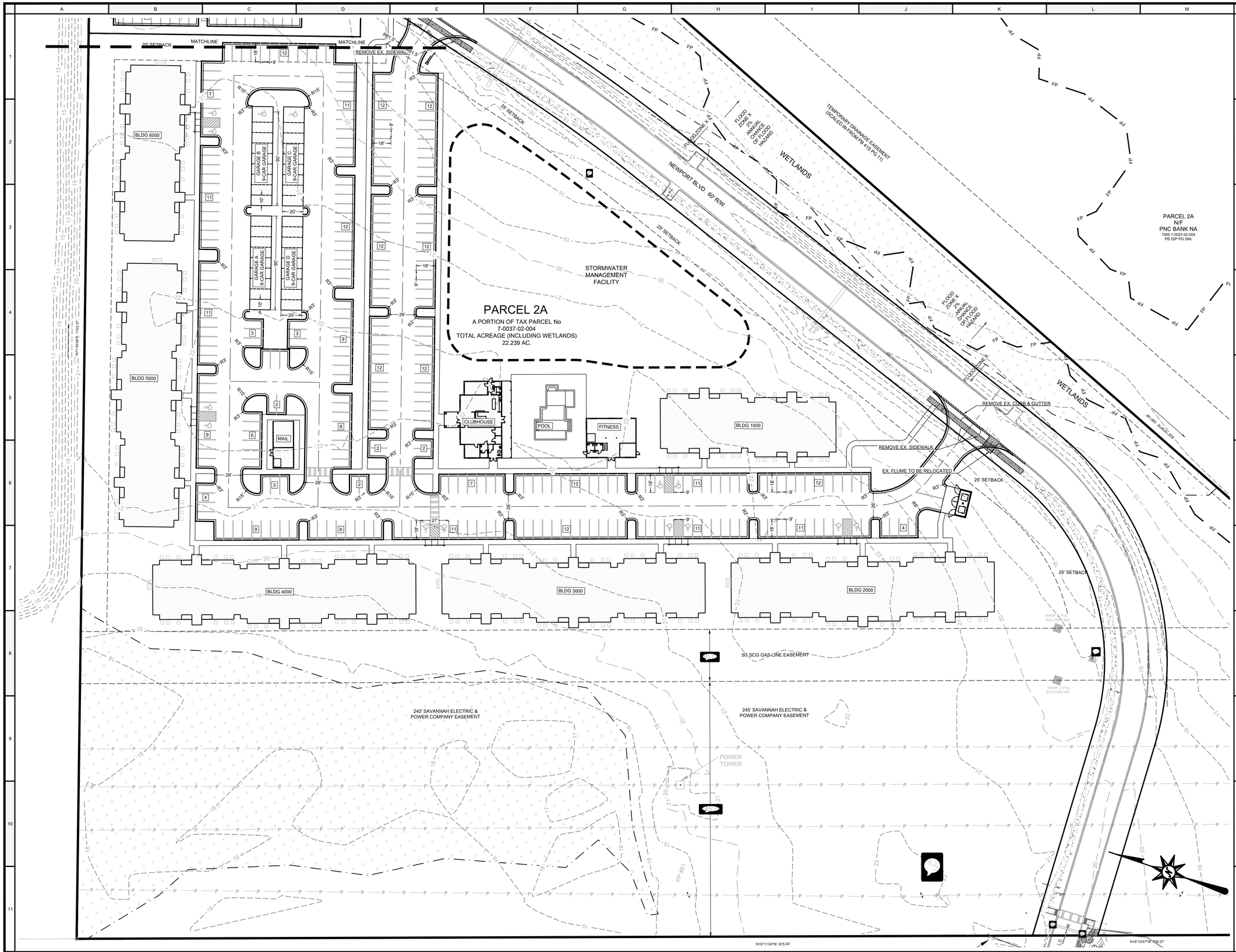
FOR REVIEW

SHEET REVISIONS

NO.	DESCRIPTION	DATE
1	#####	####
2	#####	####
3	#####	####
4	#####	####
5	#####	####
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10		

SHEET C-200

C:\Users\MarcusWiedower\Hillpointe Group\Land Development - Documents\Projects\Port Wentworth - Newport Blvd - 70037\02 Drawings & Drawing Files\Site Plan\Newport Site



CONSULTANT:
KSH ENGINEERING

Office:
8830 Macon Highway
Building 300
Athens, GA 30606

DEVELOPER:
HILLPOINTE

Corporate Office:
101 South New York Avenue, Unit 211
Winter Park, FL 32789
PH: (407) 752-9004

Operations Office:
8830 Macon Highway
Building 300
Athens, GA 30606
PH: (407) 752-9004

Information: www.hillpointe.com

24- HOUR CONTACT:
Marcus Wiedower
P: (706) 254-3251
Email: mwiedower@hillpointe.com

PROJECT:

POINTE GRAND NEWPORT BLVD

NEWPORT BLVD
PARCEL 70037 02019
PORT WENTWORTH, GA

SHEET TITLE:

SITE PLAN APARTMENTS

DRAWING SCALES:
HORIZONTAL: 1" = 40'
0 40 80 100
VERTICAL: N/A

DRAWING DATE: 12/02/2024

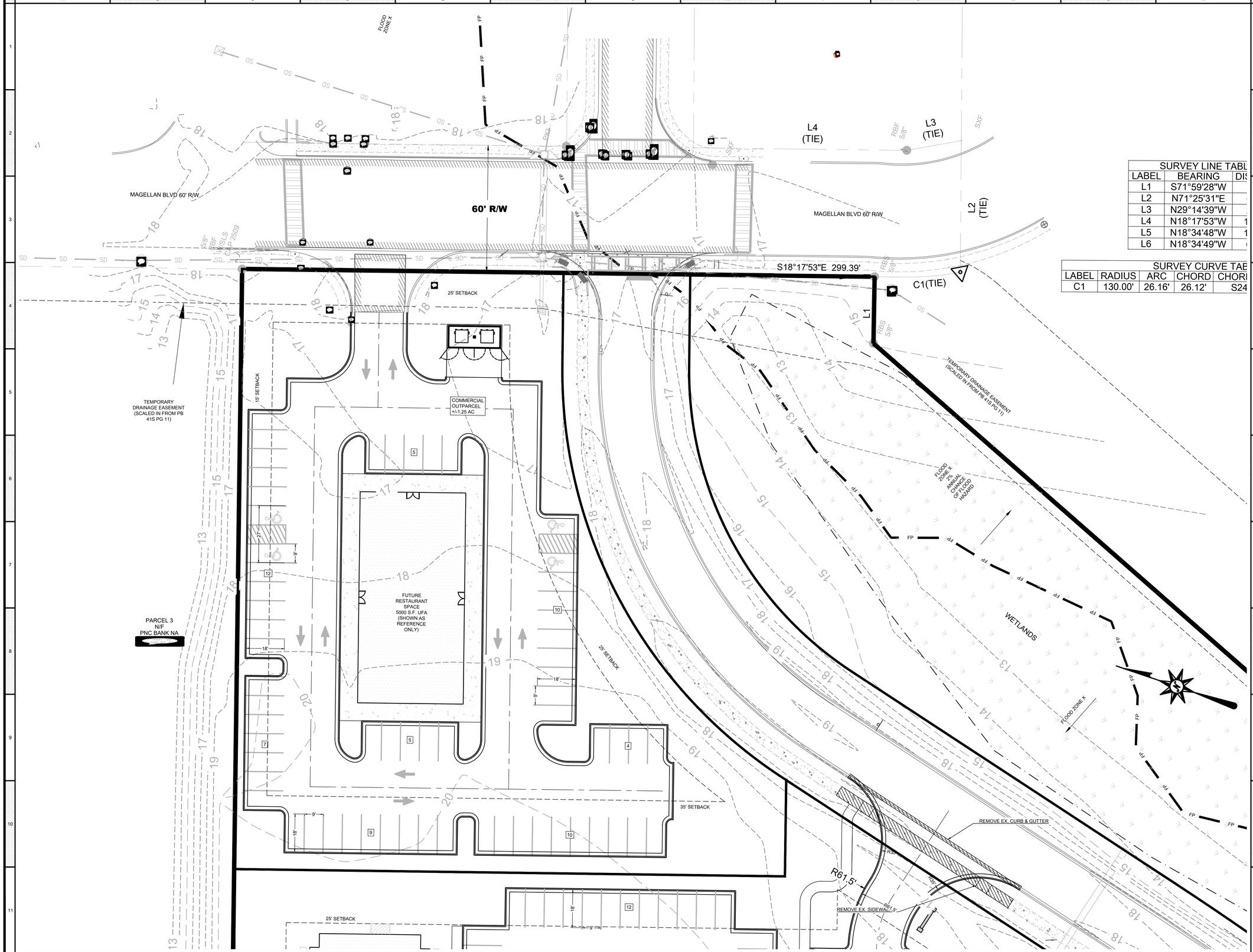
FOR REVIEW

SHEET REVISIONS

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SHEET C-201

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SURVEY LINE TABL		
LABEL	BEARING	DI
L1	S71°59'28"W	
L2	N71°25'31"E	
L3	N29°14'39"W	
L4	N18°17'53"W	1
L5	N18°34'48"W	1
L6	N18°34'49"W	

SURVEY CURVE TAE				
LABEL	RADIUS	ARC	CHORD	CHORI
C1	130.00'	26.16'	26.12'	S24

CONSULTANT:

KSH ENGINEERING

Office:

8830 Macon Highway
Building 300
Athens, GA 30606

DEVELOPER:

HILLPOINTE

Corporate Office:

101 South New York Avenue, Unit 211
Winter Park, FL 32789
PH: (407) 752-9004

Operations Office:

8830 Macon Highway
Building 300
Athens, GA 30606
PH: (407) 752-9004

Information: www.hillpointe.com

24- HOUR CONTACT:

Marcus Wiedower
P: (706) 254-3251
Email: mwiedower@hillpointe.com

PROJECT:

POINTE GRAND NEWPORT BLVD

NEWPORT BLVD
PARCEL 70037 02019
PORT WENTWORTH, GA

SHEET TITLE:

SITE PLAN COMMERCIAL OUTPARCEL

DRAWING SCALES:

HORIZONTAL: 1" = 20'

0 20 40 60

VERTICAL: N/A

DRAWING DATE: 12/02/2024

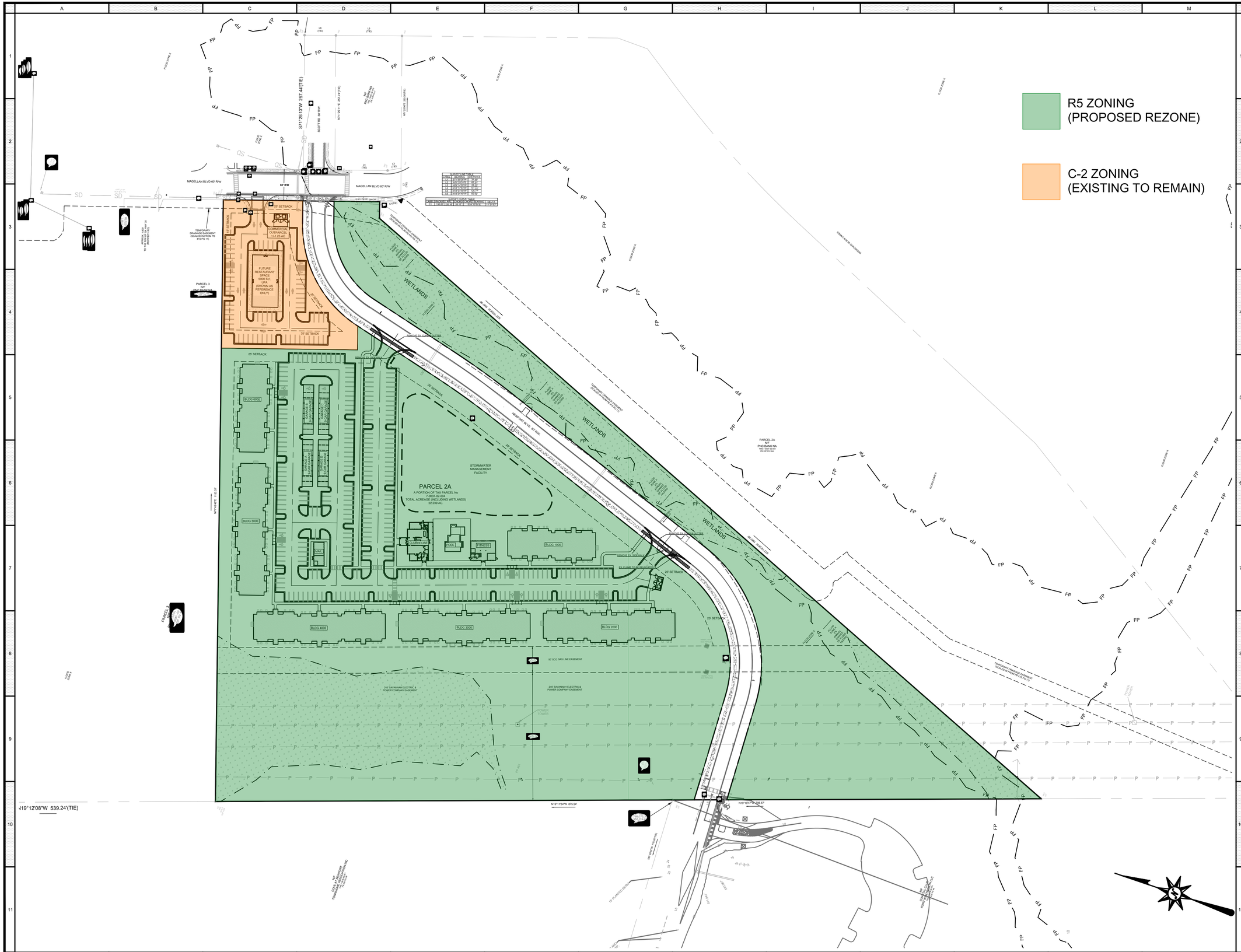
FOR REVIEW

SHEET REVISIONS

NO.	DESCRIPTION	DATE
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SHEET C-202

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R5 ZONING
(PROPOSED REZONE)
C-2 ZONING
(EXISTING TO REMAIN)
PARCEL 2A
A PORTION OF TAX PARCEL No
7-0037-02-004
TOTAL ACREAGE (INCLUDING WETLANDS)
22.239 AC
PARCEL 3
NOT
PNC BANK NA
MAGELLAN BLVD 60' R/W
NEWPORT BLVD 60' R/W
SCOTT RD 60' R/W
WETLANDS
STORMWATER MANAGEMENT FACILITY
CLUBHOUSE
POOL
FITNESS
MAIL
BLDG 1000
BLDG 2000
BLDG 3000
BLDG 4000
BLDG 5000
BLDG 6000
FUTURE RESTAURANT SPACE 5000 S.F. UFA (SHOWN AS REFERENCE ONLY)
COMMERCIAL OUTPARCEL +/-1.25 AC
25' SETBACK
50' SCG GAS LINE EASEMENT
240' SAVANNAH ELECTRIC & POWER COMPANY EASEMENT
POWER TOWER
REMOVE EX. CURB CUT
REMOVE EX. SIDEWALK
EX. FLUME OVER RELOCATED
TEMPORARY DRAINAGE EASEMENT TO BE ABANDONED UPON COMPLETION OF PHASE 1
TEMPORARY DRAINAGE EASEMENT TO BE ABANDONED UPON COMPLETION OF PHASE 1C
PROPOSED 8" PVC SANITARY SEWER MAIN
PROPOSED MANHOLE
EXISTING SANITARY SEWER MAIN
EXISTING MANHOLE
EXISTING FIRE HYDRANT
PROPOSED FIRE HYDRANT
PROPOSED WATER MAIN
PROPOSED GATE VALVE
PROPOSED FIRE LINE
PROPOSED DOUBLE DETECTOR CHECK VALVE
PROPOSED BACKFLOW PREVENTER
PROPOSED 1" DOMESTIC WATER SERVICE
PROPOSED 2" DOMESTIC WATER SERVICE
PROPOSED 4" DOMESTIC WATER SERVICE
PROPOSED 6" DOMESTIC WATER SERVICE
PROPOSED 8" DOMESTIC WATER SERVICE
PROPOSED 10" DOMESTIC WATER SERVICE
PROPOSED 12" DOMESTIC WATER SERVICE
PROPOSED 16" DOMESTIC WATER SERVICE
PROPOSED 20" DOMESTIC WATER SERVICE
PROPOSED 24" DOMESTIC WATER SERVICE
PROPOSED 30" DOMESTIC WATER SERVICE
PROPOSED 36" DOMESTIC WATER SERVICE
PROPOSED 42" DOMESTIC WATER SERVICE
PROPOSED 48" DOMESTIC WATER SERVICE
PROPOSED 54" DOMESTIC WATER SERVICE
PROPOSED 60" DOMESTIC WATER SERVICE
PROPOSED 72" DOMESTIC WATER SERVICE
PROPOSED 84" DOMESTIC WATER SERVICE
PROPOSED 96" DOMESTIC WATER SERVICE
PROPOSED 108" DOMESTIC WATER SERVICE
PROPOSED 120" DOMESTIC WATER SERVICE
PROPOSED 132" DOMESTIC WATER SERVICE
PROPOSED 144" DOMESTIC WATER SERVICE
PROPOSED

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 01/16/25
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

AGENDA ITEM (ID)

DOC ID:

Consideration for the approval of a General Site Plan "Novo Wentworth Multifamily". PIN# 7-0976-02-035, located on Saussy Road in the 1st Council District, zoned R-5.

Issue/Item: Kyle Brock, requests the approval of a General Site Plan "Novo Wentworth Multifamily". PIN# 7-0976-02-035, located on Saussy Road in the 1st Council District, zoned R-5.

Background: - The applicant proposes to develop a multi-family residential community on Hwy 21, off Saussy Road.
- The subject site is 21 acres within the R-5 zoning district, in which multi-family residential is a permitted use.
- Adjacent properties are zoned R-1, the site has frontage on GA Highway 21 to the east.
- Pursuant to The Code of the City of Port Wentworth Georgia, Zoning Ordinances, Section 13.20: "*After review and recommendation by the Planning Commission, the City Council shall act upon all concept plans...required in Table 13.20.*"

Facts and Finding: - A requisite community meetings was held for this project on December 9, 2024. Community input included concerns regarding drainage, wetlands impact, access to Saussy Road, and traffic impact. The applicant has supplied Staff with responses to these concerns which have been published for public consumption in the agenda packet.
- The proposed development will be comprised of 300 apartment units (1-3 bedrooms) and associated amenities.
- The site will have access on both Saussy Road and Highway 21, the applicant is currently working with GDOT.
- GDOT feedback, topography, and/or optimization of drainage may dictate a shift of the Highway 21 access point further south.
- This project will be served by City of Port Wentworth water/sewer.

Suggested Action:
The submitted General Site Plan conforms to the City of Port Wentworth Zoning Ordinances. Staff recommends approval with the following condition:
1. A City-approved subdivision plat, and proof easement entitlement, shall be submitted prior to the acceptance of an application for final site plan.

At the January 6, 2024 meeting, the Planning Commission voted to recommend approval with the added condition.

Funding:

Recommendation:

City of Port Wentworth
▪7224 Highway 21 ▪ Port Wentworth ▪ Georgia ▪ 31407 ▪ 912-999-2084

Site Plan Review Application

Site Plan Type (*Check One*): ☑ General / Concept ☐ Specific Development

Site Plan Address: SAUSSY ROAD, PORT WENTWORTH, GA 31407

PIN #(s): 70976 02035

Zoning: R-5 (MULTI-FAMILY RESIDENTIAL) Estimated Cost of Construction: $_____

Type of Construction: MULTI-FAMILY RESIDENTIAL

Project Name: NOVO WENTWORTH MULTIFAMILY

Applicant's Name: KYLE BROCK

Mailing Address: 999 PEACHTREE STREET NE, SUITE 900
ATLANTA, GA 30309

Phone #: 678.360.8945 Email: kbrock@sheltonmcnally.com

Owner's Name (If Different form Applicant): SPH 21, LLC

Mailing Address: 5 CONCOURSE PARKWAY, SUITE 200
ATLANTA, GA 30328

Phone #: 404.358.1178 Email: chayes@crossgateconsulting.com

I hereby acknowledge that the above information is true and correct.

Applicant's Signature — Date: 12/10/24

Owner's Signature (If Different form Applicant) — Date: 12/11/2024

Please see page 2 for required submittal checklist

City of Port Wentworth
▪7224 Highway 21 ▪ Port Wentworth ▪ Georgia ▪ 31407 ▪ 912-999-2084

Site Plan Review Application Submittal Checklist

Documentation below is required for a complete submittal.

- ☑ Signed and Completed Application
- ☑ 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☑ 3 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- N/A ☐ 2 copies of hydrology reports (if applicable)
- ☑ Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- ☑ 1 8 ½" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- ☑ PDF of entire submittal on a flash drive or download link ONLY (NO CD'S)
- N/A ☐ Other Engineering details or reports may be required once submittal has been received.
- N/A ☐ If property owner and applicant are not the same, Authorization of Property Owner form.
- ☑ Site plan review fee check ***(Please refer to the "Business User Fee Schedule" for the current year.)***
    - Concept / General - Site Plan Fee + Admin Fee = Total
    - Specific - Site Plan Fee + Admin Fee = Total

Additional Fee Statement: If engineer review cost to the City exceeds the site plan review fee that is paid at the time of initial application submittal, you may be required to pay additional review cost.

I have read and agree to the above additional fee statement

Applicant's Signature

12/10/24
Date

Property Owners Within 300 Feet

SPH 21, LLC
PIN: 70976 02036
Property Address: Saussy Road
Mailing Address: 6 Concourse Parkway,
Suite 200
Atlanta, Georgia 30328

Joseph N. Harris
PIN: 70976 02012A
Property Address: Saussy Road
Mailing Address: 1920 Arcadian Street
Savannah, Georgia 31405

Willis H. Floyd
PIN: 70976 02012
Property Address: 123 Saussy Road
Mailing Address: 123 Saussy Road
Savannah, Georgia 31407

Anthony Foster
Vanessa McBride
PIN: 70975 01010
Property Address: Saussy Road
Mailing Address: Post Office Box 7531
Savannah, Georgia 31418

Alexander Hicks III
PIN: 70976A01025
Property Address: 7423 Highway 21
Mailing Address: 7425 Highway 21
Port Wentworth, Georgia 31407

Bostick Jackson
PIN: 70976A01020
Property Address: Augusta Road
Mailing Address: 362 Saussy Road
Savannah, Georgia 31407

Richard Bryant
PIN: 70976A01021
Property Address: August Road
Mailing Address: 40 Cottingham Way,
Pooler, Georgia 31322

Edward Johnson
David Wilson
PIN: 70975 02011
Property Address: 7500 Highway 21
Mailing Address: 2119 Biscayne Drive
Savannah, Georgia 31406

Edward Johnson
PIN: 70975 02012
Property Address: Highway 21
Mailing Address: 2127 Mason Drive
Savannah, Georgia 31404

Fieldstone Group LLC
PINs: 70975 02015; 70975 02014; 70975
02013
Property Address: Highway 21
Mailing Address: 204 Wiley Bottom Road
Savannah, Georgia 31411

Port Wentworth Apartment Residences, LLLP
PIN: 70907 01003
Property Address: 7450 Highway 21
Mailing Address: 1545 Peachtree Street NE,
Suite 245
Atlanta, Georgia 30303

Alexander Hicks
PIN: 70976A01019
Property Address: 7425 Highway 21
Mailing Address: 7425 Highway 21
Port Wentworth, Georgia 31407

Glenn A. Steele
Anthony Steele
PIN: 70976A01006
Property Address: Berrien Avenue
Mailing Address: 207 Stephanie Avenue
Rincon, Georgia 31326

Viola Hicks, Et al.
PINs: 70976A01024
70976A 01023
Property Address: Augusta Road
Mailing Address: c/o Dwight Douglas Hicks
8613 Gateshead Road
Alexandria, Virginia 22309

Priscilla Harden
Angela Reed
PIN: 70976A01016
Property Address: 7413 Highway 21
Mailing Address: 7411 US Highway 21
Port Wentworth, Georgia 31407

Tonya Yevette Brown
Taneka Beasley
PIN: 70976A01009
Property Address: Berrien Ave
Mailing Address: 503 Belleview Circle N
Beaufort, South Carolina 29902

Edward Johnson
David Wilson
PIN: 70976A01022
Property Address: Augusta Road
Mailing Address: 2119 Biscayne Drive
Savannah, Georgia 31406

Georgia W. Benton
PIN: 70976 02013
Property Address: 135 Saussy Road
Mailing Address: 135 Saussy Road
Port Wentworth, Georgia 31407

December 11, 2024

City of Port Wentworth
Mrs. Katie Dunnigan
City Planner
7306 GA Highway 21, Suite 301
Port Wentworth, GA 31407

RE: ***Novo Wentworth Multifamily***
SR 21 @ Saussy Road, Port Wentworth, GA

Hello,

Pursuant to the City of Port Wentworth's zoning ordinance dated June 20, 2023, Section 13.40.B.1, below is a summary of neighborhood comments and concerns and the explanation of how these items will be addressed regarding the above stated project:

1. **Runoff from raising site at SE corner of development**
   All onsite stormwater runoff will be routed to the proposed onsite stormwater ponds. Any tie in slopes due to raising the proposed development will decrease the drainage area that is currently there today.

2. **Saussy Road – Not R/W – only easement**
   Noted. The surveyor has shown this as a 60' right-of-way. Based on conversations with Omar, we understand that Saussy Road is an easement with rights of a right-of-way but the City of Port Wentworth doesn't own it. Regardless, the modifications we're proposing on Saussy Road will benefit all residents along the roadway.

3. **Issues with canal on Saussy Road (Drainage coming from SR 21) – discussions with Steve Davis.**
   This appears to be an existing neighborhood concern that will not be increased due to the proposed development. All stormwater runoff from the development and access road up to Saussy Road will drain south and be treated by proposed stormwater management basins before being discharged into the adjacent floodplain area west of the site.

4. **Wetlands / USACOE**
   Our survey does not show any wetlands onsite. As such, no impacts to wetlands are anticipated and therefore a review by the USACOE is not required as part of this development.

5. **Traffic concerns @ SR 21 and Saussy Road**
   The Applicant has engaged Kimley-Horn to study, analyze, and make recommendations related to the proposed traffic along SR 21 due to the proposed development. As noted in the traffic impact analysis (TIA), a traffic signal is warranted at the intersection of SR 21 and Saussy Road. Since GDOT owns and maintains SR 21, they have the ultimate say in if a traffic signal can be installed as part of this project or at a later date.

6. **GDOT Review / thoughts from the state**
   GDOT has not started their review of the project, traffic impact analysis, or traffic signal warrant analysis. The Applicant must receive a driveway encroachment permit through GDOT prior to beginning construction of the proposed right turn deceleration lane and right-in, right-out driveway onto SR 21.

Very truly yours;
Kimley-Horn and Associates, Inc.



Brian Clouser, P.E.
Brian.clouser@kimley-horn.com
912-328-4448

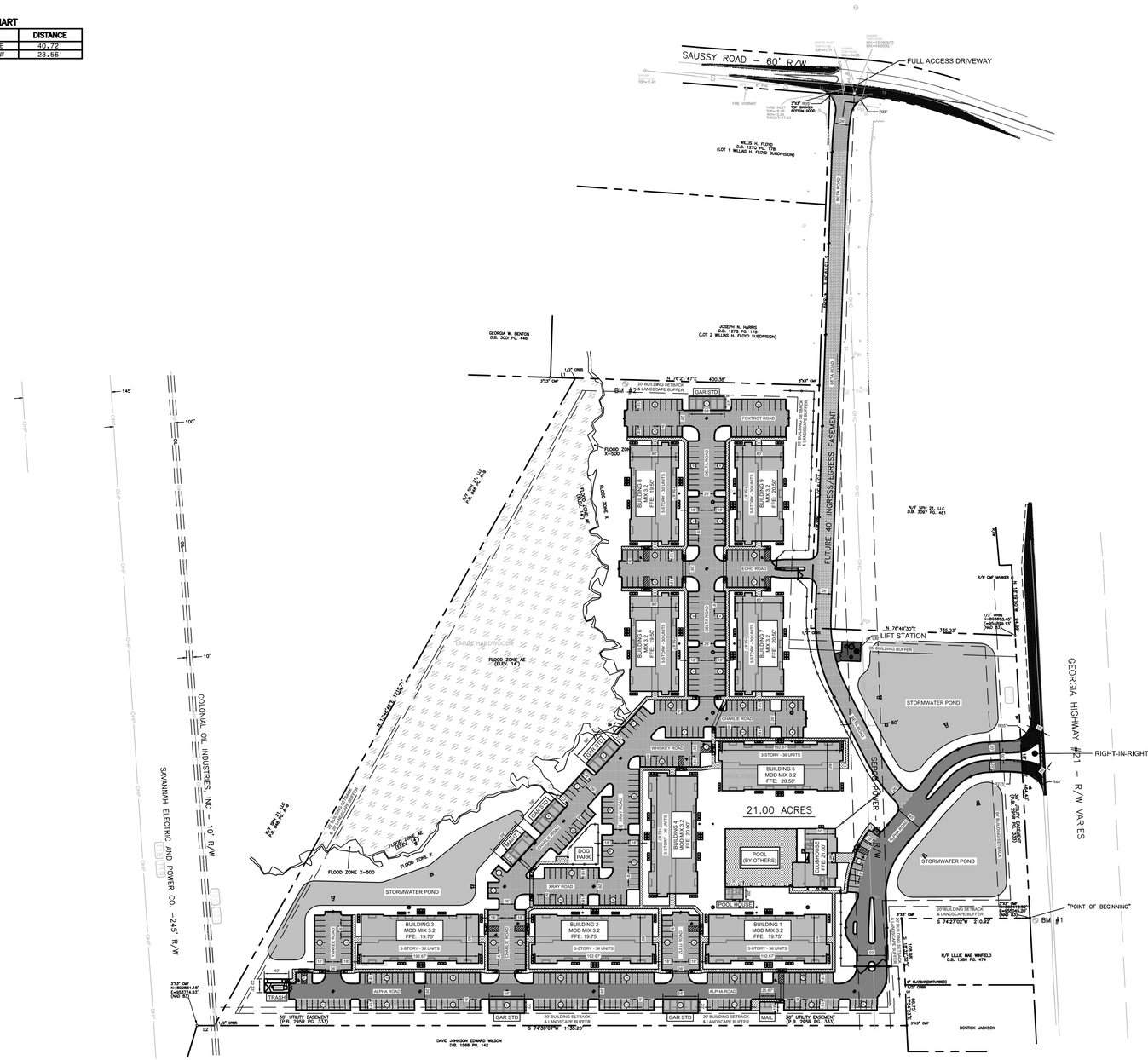
BENCHMARK CHART

BENCHMARK #1 — TOP OF CONCRETE MARKER
ELEV. = 19.12'

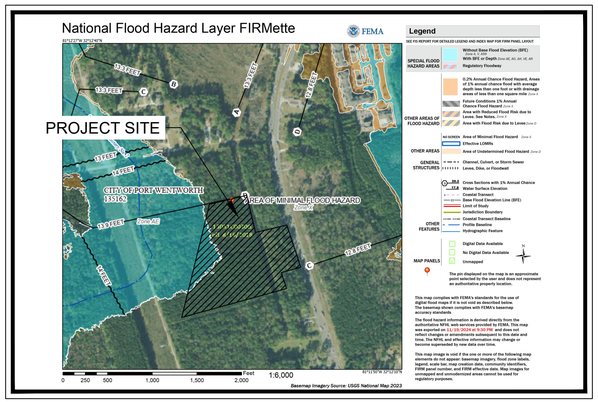
BENCHMARK #2 — RR SPIKE SET IN 48" PINE
1' ABOVE GRADE.
ELEV. = 19.40'

LINE CHART

COURSE	BEARING	DISTANCE
L1	N 76°21'47" E	40.72'
L2	S 74°39'07" W	28.56'


SAUSSY ROAD – 60' R/W
FULL ACCESS DRIVEWAY
WILLIS H. FLOYD D.B. 1270, PG. 178 (LOT 1 WILLIAS H. FLOYD SUBDIVISION)
JOSEPH N. HARRIS D.B. 1270, PG. 178 (LOT 2 WILLIAS H. FLOYD SUBDIVISION)
GEORGIA W. BENTON D.B. 300 PG. 446
FUTURE 40' INGRESS/EGRESS EASEMENT
N 76°21'47"E 400.38'
50' BUILDING SETBACK & LANDSCAPE BUFFER
BM #2
GAR STD
FOXTROT ROAD
FLOOD ZONE X-500
N/F SPH 21, LLC D.B. 3061 PG. 481
R/W CMF MARKER
N 74°45'35"E 330.23'
1/2" CRB
LIFT STATION
15' BUILDING BUFFER
STORMWATER POND
GEORGIA HIGHWAY #21 – R/W VARIES
RIGHT-IN-RIGHT-OUT DRIVEWAY
"POINT OF BEGINNING"
BM #1
S 74°37'02"W 210.02'
N/F LILLIE MAE WINFIELD D.B. 1389 PG. 474
BOSTICK JACKSON
S 74°39'07"W 1135.20'
DAVID JOHNSON EDWARD WILSON D.B. 1568 PG. 142
30' UTILITY EASEMENT (P.B. 250A PG. 333)
20' BUILDING SETBACK & LANDSCAPE BUFFER
MAIL
TRASH
ALPHA ROAD
CHARLIE ROAD
DELTA ROAD
ECHO ROAD
BRAVO ROAD
XRAY ROAD
YANKEE ROAD
ZULU ROAD
BUILDING 1 MOD MIX 3.2 FFE: 19.75' 3-STORY - 36 UNITS
BUILDING 2 MOD MIX 3.2 FFE: 19.75' 3-STORY - 36 UNITS
BUILDING 3 MOD MIX 3.2 FFE: 19.75' 3-STORY - 36 UNITS
BUILDING 4 MOD MIX 3.2 FFE: 20.50' 3-STORY - 36 UNITS
BUILDING 5 MOD MIX 3.2 FFE: 20.50' 3-STORY - 36 UNITS
BUILDING 6 MOD MIX 3.2 FFE: 20.50' 3-STORY - 36 UNITS
BUILDING 7 MOD MIX 3.2 FFE: 20.50' 3-STORY - 36 UNITS
21.00 ACRES
POOL (BY OTHERS)
CLUBHOUSE FFE: 21.00'
POOL HOUSE
DOG PARK
STORMWATER POND
STORMWATER POND
FLOOD ZONE AE (ELEV. 16')
FLOOD ZONE X-500
FLOOD ZONE X
CREEK
CREEK
CREEK

CONCEPT PLAN REVIEW DRAWINGS
FOR
NOVO WETWORTH MULTIFAMILY
SAUSSY ROAD, PORT WENTWORTH, GA



FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13051C0030G DATED 08/16/2018.

PARCEL NO.: 70976 02035
CURRENT ZONING: R-5 (MULTI-FAMILY RESIDENTIAL)
CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

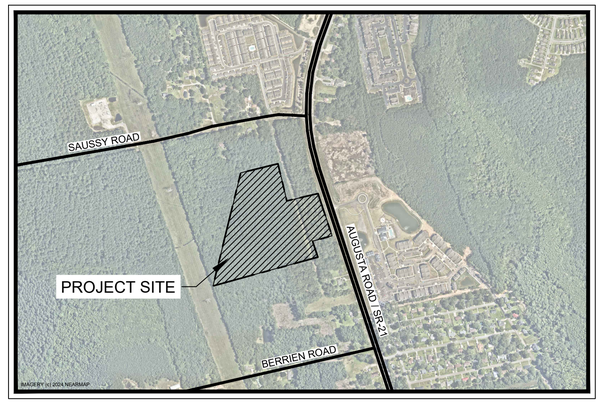
PROPERTY AREA = 21.00 ACRES
TOTAL DISTURBED AREA = ~17.8 ACRES
IMPERVIOUS AREA = 10.4 ACRES (49.5%)
PERVIOUS AREA = 10.60 ACRES (50.5%)

GDOT PERMIT #: XX-2018-XXX-XXX-XXXXXX

PROJECT NARRATIVE:

NOVO WENTWORTH MULTIFAMILY IS A PROPOSED MULTIFAMILY DEVELOPMENT. IT WILL CONTAIN 9 MULTIFAMILY BUILDINGS, AN AMENITY AREA, DOG PARK, PARKING GARAGES, ACCESS ROADWAY TO SAUSSY ROAD, AND OFFSITE ROADWAY IMPROVEMENTS.

THE PROJECT ALSO INCLUDES THE CONSTRUCTION OF SURFACE PARKING, STORMWATER CONVEYANCE AND DETENTION, AND ALL ASSOCIATED UTILITIES. THE DISTURBED AREA ON SITE IS 48.06 ACRES, AND THE TOTAL DISTURBED AREA IS X.XX INCLUDING PUBLIC ROW.



VICINITY MAP

NOTES:

1. ATTENTION IS DRAWN TO THE FACT THAT THE SCALE OF THESE DRAWINGS MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
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3. THE APPROVAL OF THESE PLANS AND THE ISSUANCE OF THIS LAND DISTURBANCE PERMIT DOES NOT IN ANY WAY SUGGEST THAT ALL OTHER REQUIREMENTS FOR THE LEGAL OR APPROPRIATE OPERATIONS FOR THIS ACTIVITY, WHICH MAY REQUIRE ADDITIONAL PERMITTING HAVE BEEN MET. THE ONUS IS ON THE OWNER/DEVELOPER/ BUILDER TO DISCOVER WHAT ADDITIONAL PERMITTING OR APPROVALS MAY BE NECESSARY TO OPERATE FROM THIS POINT IN AN APPROPRIATE AND LEGAL MANNER. PLAN APPROVAL OR PERMIT ISSUANCE DOES NOT ABSOLVE THE APPLICANT FROM COMPLYING WITH ALL APPLICABLE LAWS, STANDARDS, OR OTHER PERMITS WHICH MAY BE REQUIRED FOR THIS PROJECT.

PROJECT CONTACTS

OWNER:	SPH 21, LLC. 5 CONCOURSE PARKWAY, SUITE 200 ATLANTA, GA 30309 PHONE: 404.358.1178 CONTACT: CHRIS HAYES
APPLICANT:	SHELTON MCNALLY REAL ESTATE PARTNERS, LLC. 999 PEACHTREE STREET NE, SUITE 900 ATLANTA, GA 30309 PHONE: 770.380.7173 CONTACT: MIKE GRIFFIN
ARCHITECT:	GROUP 4 DESIGN, INC. 1939 HENDRICKS AVENUE JACKSONVILLE, FL 32207 PHONE: 904.855.5808 CONTACT: ALEX GREINER
CIVIL ENGINEER:	KIMLEY-HORN AND ASSOCIATES, INC. 25 BULL STREET, SUITE 400 SAVANNAH, GA 31401 PHONE: 912.328.4448 CONTACT: BRIAN CLOUSER, P.E.
SURVEYOR:	JAMES. M ANDERSON & ASSOCIATES, INC. 104 OAK STREET STATESBORO, GA 30458 PHONE: 912.764.2002 CONTACT: JAMES MATTHEW ANDERSON, R.L.S.
24-HR CONTACT:	CONTACT: CHARLES BONDS SHELTON MCNALLY REAL ESTATE PARTNERS, LLC. PHONE: 404.421.5063

CIVIL SHEET INDEX

REV. NO.	SHEET NO.	SHEET TITLE
	C0-00	COVER SHEET
	--	SURVEY (BY OTHERS)
	C2-00	SITE PLAN
	C3-00	GRADING & DRAINAGE PLAN
	C4-00	UTILITY PLAN
	L2-00	TREE REPLACEMENT PLAN

GSWCC
GEORGIA SOIL AND WATER CONSERVATION COMMISSION
BRIAN D. CLOUSER
Level II Certified Design Professional
CERTIFICATION NUMBER 0000073524
ISSUED: 03/13/2024 EXPIRES: 03/13/2027

GEORGIA811.
Utilities Protection Center, Inc.
Know what's below. Call before you dig.

PREPARED BY
Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
25 BULL STREET, SUITE 400
SAVANNAH, GEORGIA 31401
PHONE: (912) 358-4454
WWW.KIMLEY-HORN.COM

PREPARED FOR
SHELTON MCNALLY
REAL ESTATE PARTNERS
999 PEACHTREE STREET NE, SUITE 900
ATLANTA, GA 30309
PHONE: 770.380.7173

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NOVO WENTWORTH
AUGUSTA ROAD, PORT WENTWORTH, GA 31407
PARCEL ID: 70976 02035

GSWCC NO. (LEVEL II)	0000073524
DRAWN BY	AJP
DESIGNED BY	AJP
REVIEWED BY	BDC
DATE	12/06/2024
PROJECT NO.	013672004

TITLE
COVER SHEET

SHEET NUMBER
C0-00

Drawing name: K:\SAV_Civil\013672004_Novo PW Multifamily\CAD\Exhibits\City of Port Wentworth_Sketch Plan Submittal\C0-00 - CIVIL COVER SHEET .dwg C0-00 COVER SHEET Dec 12, 2024, 1:12pm by: alex.putz

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SURVEYOR'S CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE GOVERNING AUTHORITY AS EVIDENCED BY THE SIGNATURES SHOWN ON THIS PLAT.

O.C.G.A. Section 15-6-67 (c)(3)(A)(ii).

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor. This plat has been approved by all applicable local jurisdictions that require prior approval for recording this type of plat or one or more of the applicable jurisdictions involved does not require approval of this type of plat. For any applicable local jurisdiction that requires approval of this type of plat, the names of the individuals signing or approving this plat, the agency or office of that individual, and the date of approval are listed in the approval table shown hereon. For any applicable local jurisdiction that does not require approval of this type of plat, the name of such local jurisdiction and the number of the applicable ordinance or resolution providing that no such approval is required are listed in the approval table shown hereon. Such jurisdictional approval, or lack thereof, is specifically limited to those matters set forth in the applicable ordinances adopted by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED NO. 3280 LAND SURVEYOR JAMES MATTHEW ANDERSON

LAND SURVEYOR DATE:

SURVEYOR CERTIFICATION

TO SHELTON MCNALLY REAL ESTATE PARTNERS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND IT'S SUCCESSORS AND/OR ASSIGNS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2020, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 13, AND 14 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON

DATED THIS DAY OF:

JAMES MATTHEW ANDERSON – GA. R.L.S. 3280

SITE ★

VICINITY MAP – N.T.S.

NOTES:

1. FIELD E.O.C. – 1' IN 51,833'
2. PLAT E.O.C. – 1' IN 351,428'
3. ANGULAR ERROR – 07.85" PER POINT
4. ADJUSTMENT METHOD – COMPASS RULE
5. EQUIPMENT USED : 10" THEODOLITE
   TRIMBLE R8 GNSS RTK
   E.D.M. TDS
6. CERTIFICATE OF AUTHORIZATION # – LSF000094
7. CURRENT OWNER IS SPH 21, LLC
8. SUBJECT PROPERTY PLAT REFERENCE: P.B. 84B PG. A–B (EFFINGHAM COUNTY CLERK.)
9. COORDINATES SHOWN ARE STATE PLANE COORDINATES, NAD 83, AS PER SURVEY GRADE GPS OBSERVATIONS.
10. VERTICAL DATUM IS N.A.V.D. 1988
11. THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK FOR CONSTRUCTION OR REPAIRS AT THE TIME OF THIS SURVEY.
12. THERE HAS NOT BEEN PROPOSED CHANGES IN RIGHT–OF–WAY OBSERVED IN FIELD STAKED BY OTHERS.
13. NO VISIBLE ABOVE GROUND EVIDENCE OF CEMETERIES OBSERVED.

CITY OF PORT WENTWORTH APPROVAL

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

APPROVED BY THE CITY MANAGER, CITY OF PORT WENTWORTH, GEORGIA

CITY MANAGER OR DESIGNEE DATE:

FLOOD STATEMENT

A PORTION OF THE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS PER MAPS PREPARED FOR THE NATIONAL FLOOD INSURANCE PROGRAM. FIRM 13051C0030G, EFFECTIVE DATE: AUGUST 16, 2018.

TOPO STATEMENT

THE CONTOUR AND SPOT ELEVATIONS SHOWN ON THE 50' GRID WERE DERIVED FROM UAS DATA COLLECTION. LIDAR WAS USED TO COLLECT THE DATA USING "CONTROL POINTS" ESTABLISHED WITH GPS. THE CONTOUR AND SPOT ELEVATIONS HAVE BEEN GROUND CHECKED AND NO MORE THAN 10% OF THE AREA COVERED BY THIS SURVEY WAS FOUND TO HAVE AN ERROR OF MORE THAN ½ THE CONTOUR INTERVAL. THE UAS DATA WAS COLLECTED ON 10–16–24. THE FAA PILOT WAS HENRY CODALLO, USING A DJI METRIC 600 PRO DRONE EQUIPPED WITH A LIDAR USA SURVEYOR 32 SENSOR. 13 CONTROL POINTS WERE USED. THE LIDAR MAPPING WAS DONE BY THE REMOTE MAPPING GROUP. THERE WERE 11 POSITIONAL CHECKS WITH AN AVERAGE ERROR OF 0.22'.

WETLAND STATEMENT

A PORTION OF THIS PROPERTY MAY BE CONSIDERED AS WETLANDS UNDER JURISDICTION OF THE CORPS OF ENGINEERS. OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION. FIELD VERIFICATION IS RECOMMENDED.

ZONING STATEMENT

THIS PROPERTY IS ZONED R–A AS PER CHATHAM COUNTY TAX ACCESSOR.

A.L.T.A. COMMITMENT SCHEDULE B – PART II

AMERICAN TITLE INSURANCE COMPANY

COMMITMENT NUMBER: NCS–1234796–ATL
DATE: SEPTEMBER 17, 2024

EXCEPTIONS: AS TO BOTH PARCELS:

12. EASEMENT FROM JAMES STEWART TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF GEORGIA, DATED AUGUST 7, 1929, FILED FOR RECORD AUGUST 12, 1929, AND RECORDED IN DEED BOOK 25–U, PAGE 245, AFORESAID RECORDS. **DOES NOT AFFECT SUBJECT PROPERTY**
13. EASEMENT FROM GORDON SAUSSY TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF GEORGIA, DATED AUGUST 7, 1929, FILED FOR RECORD AUGUST 12, 1929, AND RECORDED IN DEED BOOK 25–U, PAGE 247, AFORESAID RECORDS. **DOES NOT AFFECT SUBJECT PROPERTY**
14. EASEMENT FROM GORDON SAUSSY TO CHATHAM COUNTY, A POLITICAL CORPORATION AND SUBDIVISION OF THE STATE OF GEORGIA, DATED NOVEMBER 21, 1933, FILED FOR RECORD NOVEMBER 23, 1933, AND RECORDED IN DEED BOOK 29–I, PAGE 211, AFORESAID RECORDS. **DOES NOT AFFECT SUBJECT PROPERTY.**
15. EASEMENT FROM GORDON SAUSSY AND MRS. GORDON SAUSSY TO SAVANNAH ELECTRIC AND POWER COMPANY, DATED JULY 25, 1936, AND RECORDED IN DEED BOOK 31–S, PAGE 219, AFORESAID RECORDS. **APPLIES TO SUBJECT PROPERTY AS SHOWN HEREON.**
16. EASEMENT FROM GORDON SAUSSY TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF GEORGIA, DATED APRIL 15, 1940, FILED FOR RECORD APRIL 17, 1941, AND RECORDED IN DEED BOOK 36–C, PAGE 427, AFORESAID RECORDS. **IS NOT PLOTTABLE. DESCRIPTION TOO VAGUE TO DETERMINE IF AFFECTS SUBJECT PROPERTY.**
17. EASEMENT FOR RIGHT OF WAY FROM SAVANNAH BANK & TRUST COMPANY, SAMUEL LAMARTINE VARNEDOE AND WILLIAM HUNTER SAUSSY TO SAVANNAH ELECTRIC AND POWER COMPANY, A CORPORATION, DATED SEPTEMBER 6, 1972, FILED FOR RECORD APRIL 12, 1973, AND RECORDED IN DEED BOOK 102–C, PAGE 153, AFORESAID RECORDS. **DOES NOT AFFECT SUBJECT PROPERTY.**
18. EASEMENT FROM SAVANNAH BANK & TRUST COMPANY AND SAMUEL LAMARTINE VARNEDOE AND WILLIAM HUNTER SAUSSY TO SAVANNAH ELECTRIC AND POWER COMPANY, A CORPORATION, DATED SEPTEMBER 6, 1972, FILED FOR RECORD APRIL 12, 1973, AND RECORDED IN DEED BOOK 102–C, PAGE 155, AFORESAID RECORDS. **DOES AFFECT SUBJECT PROPERTY AS SHOWN HEREON.**
19. EASEMENTS ACQUIRED PURSUANT TO JUDGMENT OF COURT ENTERED IN DOCKET NO. 8854, SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA STYLED SAVANNAH ELECTRIC AND POWER COMPANY VS A STRIP OF LAND CONTAINING APPROXIMATELY 18.47 ACRES, MORE OR LESS, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND LOCATED IN THE 8TH G. M. DISTRICT OF CHATHAM COUNTY, GEORGIA, AS DESCRIBED IN DEED BOOK 64L, 237 OF THE RECORDS OF CHATHAM COUNTY, GEORGIA AND SAVANNAH BANK AND TRUST CO., SAMUEL LAMARTINE VARNEDOE AND WILLIAM HUNTER SAUSSY, AS TRUSTEES UNDER THE WILL OF GORDON SAUSSY, DECEASED; AND SAMUEL RAMARTINE VARNEDOE, SR., SAMUEL LAMARTINE VARNEDOE, JR., GORDON SAUSSY VARNEDOE, LILA COMER VARNEDOE MEADOWS, AND JOHN KIRK TRAIN VARNEDOE, DATED APRIL 19, 1973, FILED FOR RECORD MAY 14, 1973, AND RECORDED IN DEED BOOK 102–G, PAGE 239, AFORESAID RECORDS. (SEE PLAT RECORDED IN PLAT BOOK W, PAGE 216, AFORESAID RECORDS) **DOES AFFECT SUBJECT PROPERTY AS SHOWN HEREON.**
20. RIGHT–OF–WAY EASEMENT FROM SAMUEL LAMARTINE VARNEDOE, SAMUEL LAMARTINE VARNEDOE, JR., GORDON SAUSSY VARNEDOE, LILLA COMER VARNEDOE MEADOWS, AND JOHN KIRK VARNEDOE TO COLONIAL OIL INDUSTRIES, INC., A GEORGIA CORPORATION, DATED DECEMBER 24, 1974, FILED FOR RECORD MARCH 27, 1975 AND RECORDED IN DEED BOOK 104–Y, PAGE 692, AFORESAID RECORDS. (SEE PLAT RECORDED IN PLAT BOOK Y, PAGE 186, AFORESAID RECORDS) **DOES AFFECT SUBJECT PROPERTY AS SHOWN HEREON.**
21. LICENSE AGREEMENT BY AND BETWEEN SAVANNAH BANK & TRUST COMPANY OF SAVANNAH, SAMUEL LAMARTINE VARNEDOE AND WILLIAM HUNTER SAUSSY, AS TRUSTEES UNDER THE WILL OF GORDON SAUSSY, AND COLONIAL OIL INDUSTRIES, INC., A GEORGIA CORPORATION, DATED DECEMBER 24, 1974, FILED FOR RECORD MARCH 27, 1975, AND RECORDED IN DEED BOOK 104–Y, PAGE 697, AFORESAID RECORDS. (SEE PLAT RECORDED IN PLAT BOOK Y, PAGE 186, AFORESAID RECORDS) **DOES AFFECT SUBJECT PROPERTY AS SHOWN HEREON.**
22. EASEMENT AGREEMENT BY SAM L. VARNEDOE, JR., COMER VARNEDOE MEADOWS, AND ELYN ZIMMERMAN AND WENTWORTH LAND INVESTORS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED OCTOBER 7, 2005, FILED FOR RECORD OCTOBER 7, 2005, AND RECORDED IN DEED BOOK 295–R, PAGE 328, AFORESAID RECORDS. **DOES AFFECT SUBJECT PROPERTY AS SHOWN HEREON.**
23. CAROLINA GAS TRANSMISSION CORPORATION NATURAL GAS TRANSMISSION EASEMENT FROM SAMUEL L. VARNEDOE, JR., COMER VARNEDOE MEADOWS AND ELYN ZIMMERMAN TO CAROLINA GAS TRANSMISSION CORPORATION, A SOUTH CAROLINA CORPORATION, DATED JUNE 13, 2007, FILED FOR RECORD AUGUST 15, 2007, AND RECORDED IN DEED BOOK 330–J, PAGE 488, AFORESAID RECORDS. (SEE PLAT RECORDED IN PLAT BOOK 37–P, PAGE 87, AFORESAID RECORDS) **DOES NOT AFFECT SUBJECT PROPERTY.**
24. EASEMENT FROM SAM L. VARNEDOE, JR. AND COMER VARNEDOE MEADOWS TO GEORGIA POWER COMPANY AND SOUTHERN TELECOM, INC., A DELAWARE CORPORATION, DATED JULY 10, 2018, FILED FOR RECORD AUGUST 1, 2018, AND RECORDED IN DEED BOOK 1413, PAGE 8, AFORESAID RECORDS. **IS NOT PLOTTABLE DESCRIPTION, TOO VAGUE TO DETERMINE IF AFFECTS SUBJECT PROPERTY.**
25. MATTERS AS WOULD BE DISCLOSED BY A CURRENT AND ACCURATE SURVEY AND INSPECTION OF THE LAND.

SURVEYED LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN OR BEING IN THE 8TH. G.M.D., CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A 3" X 3" CONCRETE MARKER FOUND ON THE WESTERN RIGHT OF WAY OF GEORGIA HIGHWAY #21, FORMERLY KNOWN AS AUGUSTA ROAD. SAID 3" X 3" CONCRETE MARKER IS ALSO THE NORTHEASTERN PROPERTY CORNER OF PROPERTY BELONGING TO N/F LILLIE MAE WINDFIELD AS PER DEED BOOK 138H PAGE 474 IN THE CHATHAM COUNTY SUPERIOR CLERK OF COURT'S OFFICE. SAID 3" X 3" CONCRETE MARKER FOUND ALSO HAVING A GEORGIA STATE PLANE COORDINATE IN THE EAST ZONE OF NORTH=803412.59' AND EAST=955045.20' NAD 1983. THENCE SOUTH 74 DEGREES 27 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 210.92 FEET ALONG THE PROPERTY LINE OF N/F LILLIE MAE WINDFIELD TO A 3" X 3" CONCRETE MARKER FOUND; THENCE SOUTH 18 DEGREES 32 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 108.98 FEET ALONG THE PROPERTY LINE OF N/F LILLIE MAE WINDFIELD TO A 2" FLAT BAR FOUND; THENCE SOUTH 17 DEGREES 54 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 66.75 FEET ALONG THE PROPERTY LINE OF BOSTICK JACKSON TO A 3" X 3" CONCRETE MARKER FOUND; THENCE SOUTH 17 DEGREES 35 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 1135.20 FEET ALONG THE PROPERTY LINE OF DAVID WILSON TO A 1/2" CAPPED REBAR SET; THENCE NORTH 13 DEGREES 46 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 1215.71 FEET ALONG THE PROPERTY LINE OF N/F SPH 21, LLC TO A 1/2" CAPPED REBAR SET; THENCE NORTH 76 DEGREES 21 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 400.38 FEET ALONG THE PROPERTY LINE OF JOSEPH N. HARRIS TO A 3" X 3" CONCRETE MARKER FOUND; THENCE SOUTH 13 DEGREES 19 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 398.40 FEET ALONG THE PROPERTY LINE OF N/F SPH 21, LLC TO A 1/2" CAPPED REBAR SET; THENCE NORTH 76 DEGREES 40 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 335.23 FEET ALONG THE PROPERTY LINE OF N/F SPH 21, LLC TO A 1/2" CAPPED REBAR SET; THENCE SOUTH 18 DEGREES 19 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 464.43 FEET ALONG THE WESTERN RIGHT OF WAY OF GEORGIA HIGHWAY #21 TO A 3" X 3" CONCRETE MARKER FOUND AND THE POINT OF BEGINNING; TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. SAID PROPERTY CONTAINS 21.00 ACRES MORE OR LESS.

BENCHMARK CHART

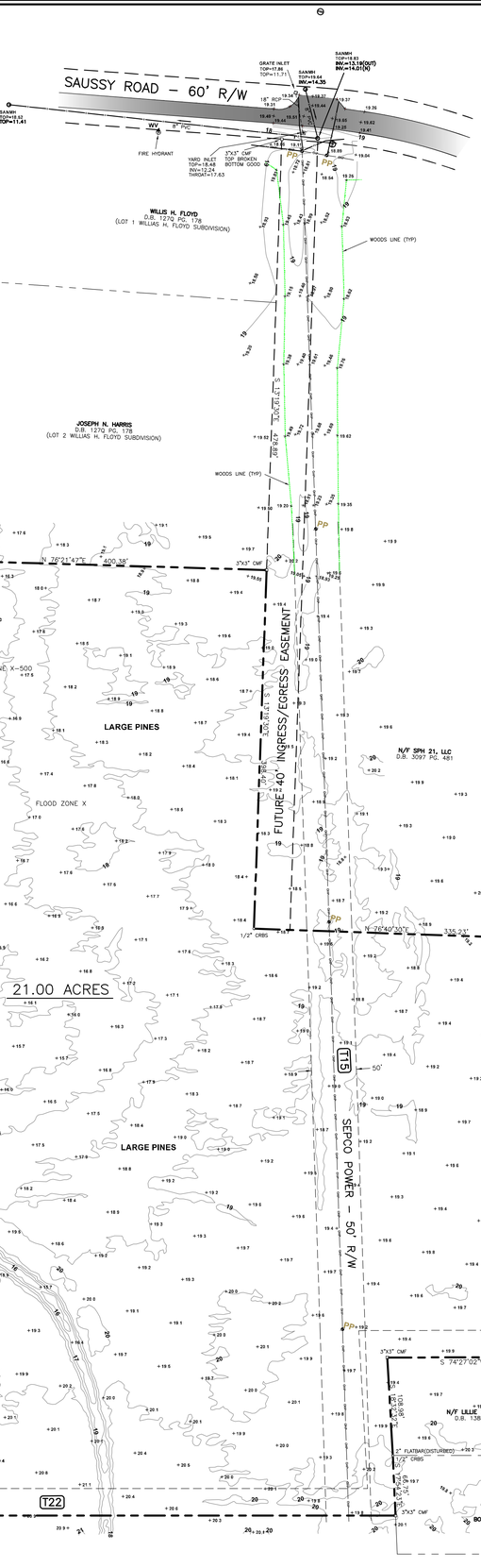
BENCHMARK #1	TOP OF CONCRETE MARKER ELEV. = 19.12'
BENCHMARK #2	RR SPIKE SET IN 48" PINE 1' ABOVE GRADE. ELEV. = 19.40'

LINE CHART

COURSE	BEARING	DISTANCE
L1	N 76°21' 47" E	40.72
L2	S 74°39' 07" W	28.56

LEGEND

LIGHT
FIRE HYDRANT
MANHOLE
GAS — G —
WATER — W —
SANITARY SEWER — S —
STORM SEWER — SD — SD — SD —
GRATE INLET
SHRUB/FLOWER WOODS LINE
OVERHEAD POWER — OHP —
UNDERGROUND POWER — UGP —
OVERHEAD COMMUNICATION — OHC —
UNDERGROUND COMMUNICATION — UGC —
VALVE
EXISTING CONTOUR
SPOT GRADE +50.4
SIGN
POWER POLE & GUY
OVERHEAD TELEPHONE — OHT —
UNDERGROUND TELEPHONE — UGT —
GAS METER
WATER METER
TELEPHONE/COMMUNICATIONS PEDESTAL/STUB OUT
ELECTRIC METER
TRANSFORMER
BUILDING HEIGHT ELEVATION 0'/3'
POWER JUNCTION BOX
COMMUNICATION JUNCTION BOX
CONCRETE MONUMENT FOUND CMF
CAPPED REBAR FOUND CRBF
IRON PIPE FOUND IPF
PK NAIL FOUND PKNF
REBAR FOUND RBF
TITLE COMMITMENT NUMBER (T12)
WETLAND



ALTA/NSPS LAND TITLE SURVEY FOR
SHELTON MCNALLY REAL ESTATE PARTNERS, LLC, A GEORGIA LIMITED LIABILITY COMPANY

BASED UPON COMMITMENT #NCS–1234796–ATL
EFFECTIVE DATE: SEPTEMBER 17, 2024
LOCATION: 8TH. G.M.D. CHATHAM CO., GA.

ADDRESS: 21 ACRES GA. HWY. 21 CITY OF PORT WENTWORTH

PREPARED FOR SHELTON MCNALLY REAL ESTATE PARTNERS, LLC, A GEORGIA LIMITED LIABILITY COMPANY
BY JAMES M. ANDERSON & ASSOCIATES, INC.
JAMES MATTHEW ANDERSON – GA. R.L.S. 3280
P.O. BOX 894 104 OAK STREET, STATESBORO, GEORGIA 30459

N.T.S.

PLAT DATE:
FIELD SURVEY:
REVISIONS:

DRAWN BY: H.N.
24113.CRD & JN24113ALTA.DWG

JAMES M. ANDERSON & ASSOCIATES, INC.
REGISTERED LAND SURVEYORS
P.O. BOX 894 104 OAK STREET
STATESBORO, GA. 30459
PHONE: (912) 764–2002

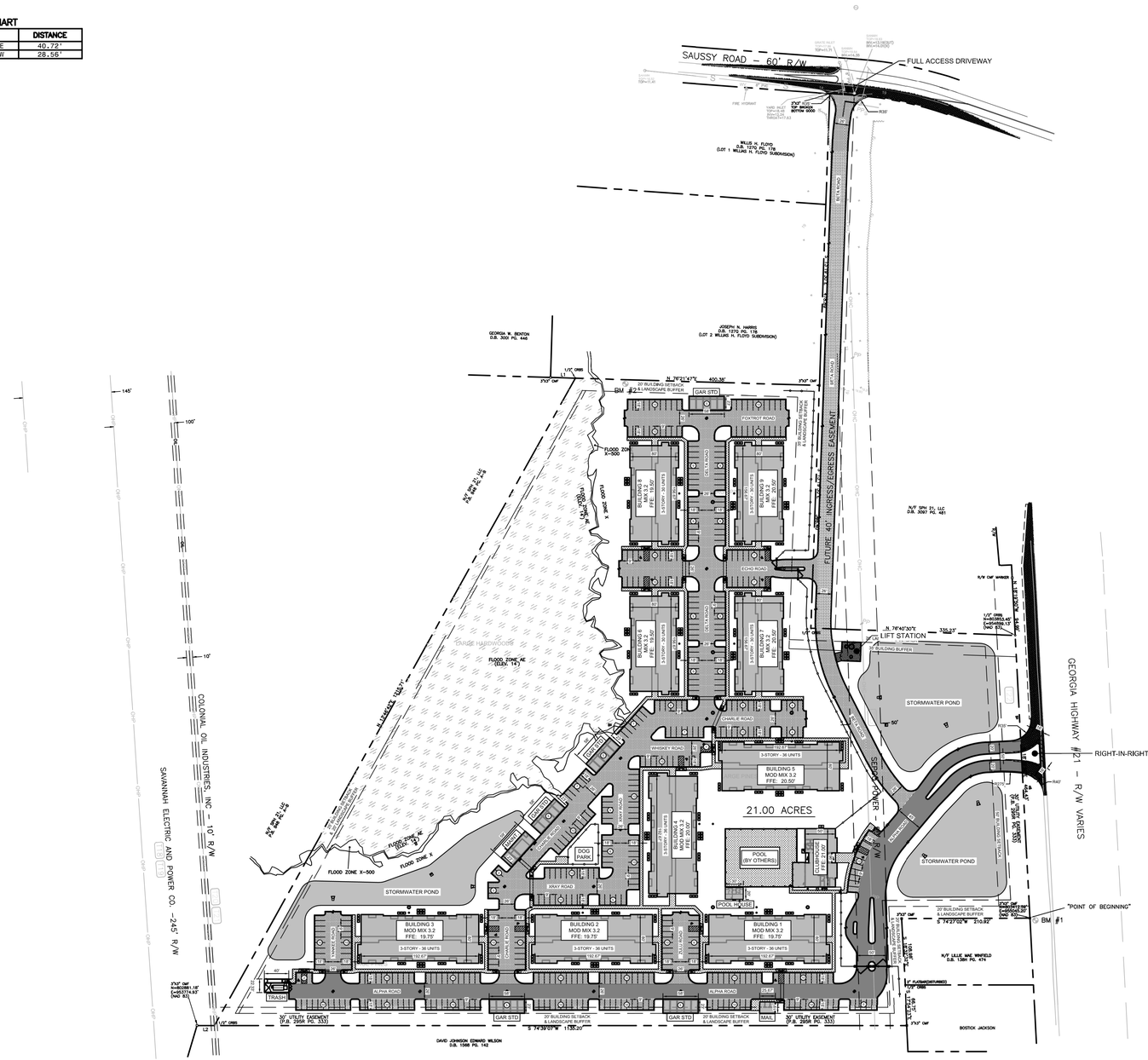
BENCHMARK CHART

BENCHMARK #1 — TOP OF CONCRETE MARKER
ELEV. = 19.12'

BENCHMARK #2 — RR SPIKE SET IN 48" PINE
1' ABOVE GRADE.
ELEV. = 19.40'

LINE CHART

COURSE	BEARING	DISTANCE
L1	N 76°21'47" E	40.72'
L2	S 74°39'07" W	28.56'



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	R-5 (MULTI-FAMILY RESIDENTIAL)
SITE AREA:	21.00 ACRES
IMPERVIOUS AREA:	10.4 ACRES (49.5%)
PERVIOUS AREA:	10.60 ACRES (50.5%)
TOTAL DISTURBED AREA:	~17.8 ACRES
BUILDING SETBACK:	
FRONT	50 / 35 FT
SIDE:	20 FT
BACK:	25 FT
LANDSCAPE SETBACK:	
FRONT:	50 / 35 FT
SIDE:	20 FT
BACK:	20 FT

PROPOSED LAND USES & DENSITIES:

MULTIFAMILY RESIDENTIAL	300 UNITS
DENSITY:	14.3 UNITS / AC

PARKING SUMMARY:

REQUIRED PARKING:	**510 SPACES** (TOTAL)
1 BEDROOM	1.50 SPACES PER UNIT
2 BEDROOM	1.75 SPACES PER UNIT
3+ BEDROOM	2.00 SPACES PER UNIT
PROPOSED PARKING:	**510 SPACES** (TOTAL)
STANDARD SURFACE SPACES:	459 SPACES
CLUBHOUSE SPACES:	10 SPACES
GARAGE SPACES	30 SPACES
ADA SPACES:	11 SPACES

SITE NOTES:

1. THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY GROUP 4 DESIGN, INC., DATED 07/09/2024 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
2. EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY FILE PROVIDED BY JAMES. M ANDERSON & ASSOCIATES, INC., DATED 09/17/2024.
3. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
5. ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
6. REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

SITE PLAN LEGEND:

- PROPERTY LINE
- BUILDING SETBACK LINE
- STANDARD DUTY CONCRETE SIDEWALK
- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- RIGHT-OF-WAY FULL DEPTH ASPHALT
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- MILL AND OVERLAY ASPHALT PAVEMENT
- CRUSHER RUN GRAVEL
- (10) PARKING COUNT

GEORGIA811. Utilities Protection Center, Inc. Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

PREPARED BY
Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
25 BULL STREET, SUITE 400
SAVANNAH, GEORGIA 31401
PHONE: 912.234.4954
WWW.KIMLEY-HORN.COM

PREPARED FOR
SHELTON MCNALLY
REAL ESTATE PARTNERS
999 PEACHTREE STREET NE, SUITE 900
ATLANTA, GA 30309
PHONE: 770.380.7173

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NOVO WENTWORTH
AUGUSTA ROAD, PORT WENTWORTH, GA 31407
PARCEL ID: 7 0976 02035

GSWCC NO. (LEVEL II)	0000073524
DRAWN BY	AJP
DESIGNED BY	AJP
REVIEWED BY	BDC
DATE	00/00/0000
PROJECT NO.	013672004

TITLE
OVERALL SITE PLAN

SHEET NUMBER
C2-00

Drawing name: K:\SAV_Civil\013672004_Novo PW Multifamily\CAD\Exhibits\City of Port Wentworth_Sketch Plan Submittal\C2-00 - SITE PLAN.dwg Dec 03, 2024 8:18am by alex.putz

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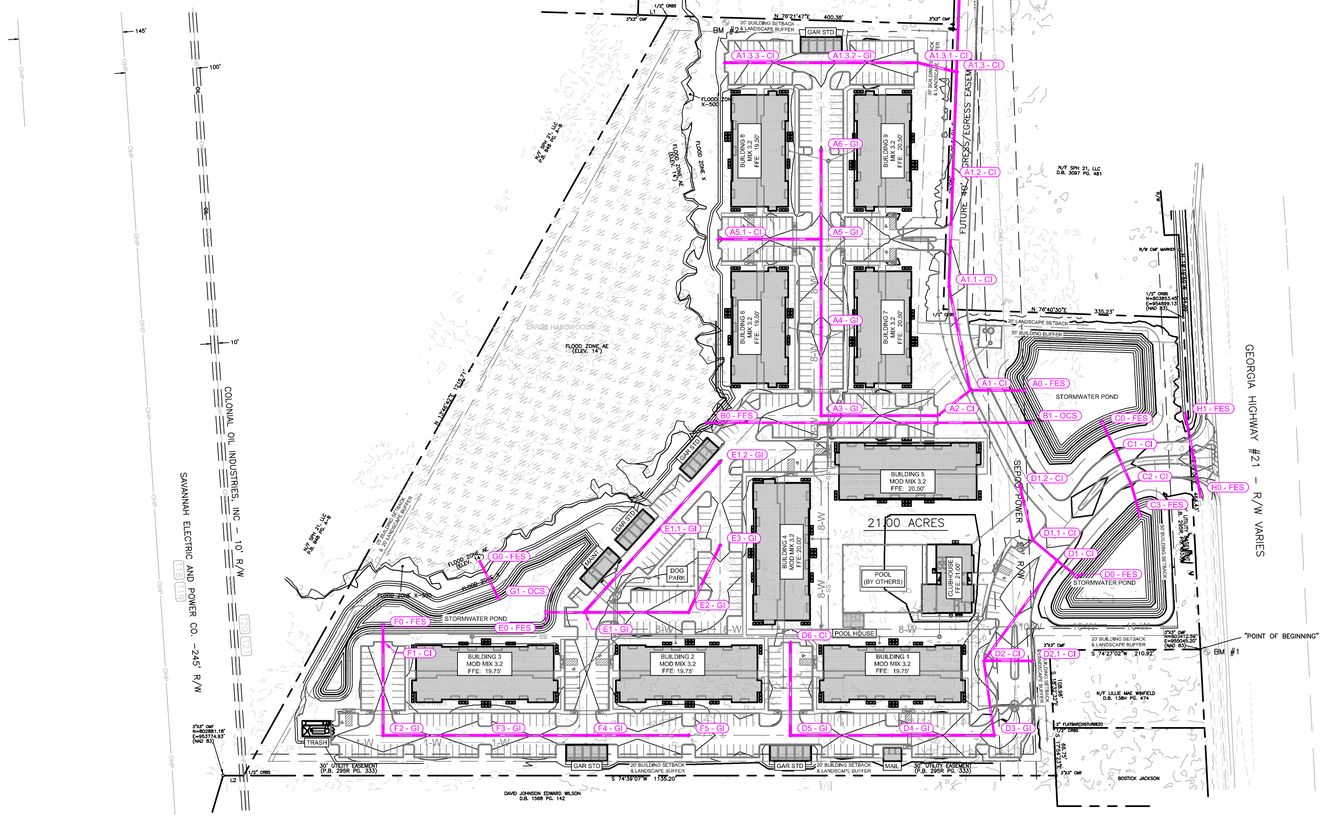
BENCHMARK CHART

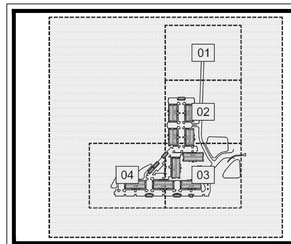
BENCHMARK #1 — TOP OF CONCRETE MARKER
ELEV. = 19.12'

BENCHMARK #2 — RR SPIKE SET IN 48" PINE
1' ABOVE GRADE.
ELEV. = 19.40'

LINE CHART

COURSE	BEARING	DISTANCE
L1	N 76°21'47" E	40.72'
L2	S 74°39'07" W	28.56'





KEY MAP
NOT TO SCALE

GRADING & DRAINAGE NOTES:

1. SITE AREA: 21.00 ACRES
   DISTURBED AREA: X.XX ACRES
2. CRITICAL SPOT GRADES ARE TO PAVEMENT GRADE UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL CONSTRUCT ALL SIDEWALKS AND CROSSWALKS WITH A 2.0% MAXIMUM CROSS SLOPE AND A 5.0% MAXIMUM RUNNING SLOPE, UNLESS NOTED AS A RAMP. GRADES WITHIN ADA HANDICAP PARKING AREAS NOT TO EXCEED A 2% MAXIMUM SLOPE IN ANY DIRECTION.
4. ALL ROOF DRAIN PIPING SHALL BE PVC UNLESS OTHERWISE NOTED.
5. ALL ROOF DRAIN CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
6. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
7. THIS PROJECT DOES/DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AS DEFINED BY THE F.E.M.A. "FLOOD HAZARD BOUNDARY MAP" COMMUNITY PANEL NUMBER 0000X0000X, DATED 00/00/0000.
8. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
9. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER AND STORM DRAINAGE SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
10. NO GRADED SLOPE SHALL EXCEED 2H:1V
11. ALL WALLS GREATER THAN 30" IN HEIGHT SHALL BE DESIGNED AND PERMITTED BY AN ENGINEER LICENSED IN THE STATE OF GEORGIA.
12. ALL WALLS GREATER THAN 30" IN HEIGHT SHALL HAVE FALL PROTECTION THROUGH FENCING OR HANDRAIL AT A MINIMUM OF 42" TALL. REFERENCE LANDSCAPE PLANS FOR DETAILS.

GRADING LEGEND:

950	EXISTING MAJOR CONTOUR
948	EXISTING MINOR CONTOUR
945	PROPOSED MAJOR CONTOUR
944	PROPOSED MINOR CONTOUR

STORM DRAINAGE LEGEND:

JB	JUNCTION BOX (GDOT 1011A)
CI	HOODED GRATE CURB INLET (GDOT 1019A, TYPE E)
GI	GRATE INLET (GDOT 10191A, TYPE A)
OCS	OUTLET CONTROL STRUCTURE (CAST-IN-PLACE)
	PROPOSED ROOF DRAIN PIPE
	PROPOSED STORM PIPE

GEORGIA811. Utilities Protection Center, Inc. Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

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SAVANNAH, GEORGIA 31401
PHONE: 912.234.4954
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PREPARED FOR
SHELTON MCNALLY
REAL ESTATE PARTNERS
999 PEACHTREE STREET NE, SUITE 900
ATLANTA, GA 30309
PHONE: 770.380.7173

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NOVO WENTWORTH
AUGUSTA ROAD, PORT WENTWORTH, GA 31407
PARCEL ID: 70976 02005

GSWCC NO. (LEVEL II)	0000073524
DRAWN BY	AJP
DESIGNED BY	AJP
REVIEWED BY	BDC
DATE	00/00/0000
PROJECT NO.	013672004

TITLE
OVERALL GRADING & DRAINAGE PLAN

SHEET NUMBER
C3-00

Drawing name: K:\SAV_Civil\013672004_Novo PW Multi\Family\CAD\Exhibits\City of Port Wentworth_Sketch Plan Submittal\C3-00 - GRADING & DRAINAGE PLAN.dwg C3-00 OVERALL GRADING & DRAINAGE PLAN Dec 02, 2024 5:08pm by alex.putz

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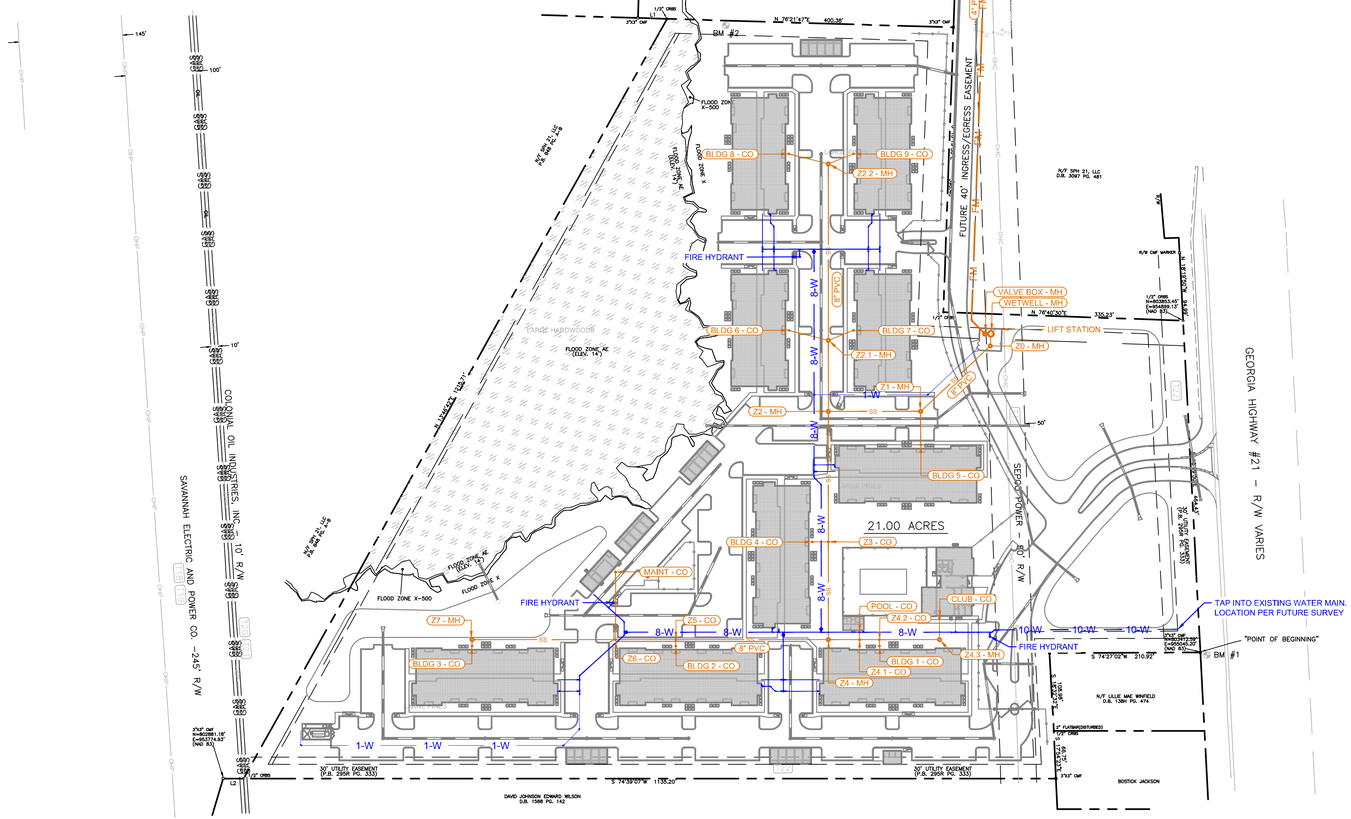
BENCHMARK CHART

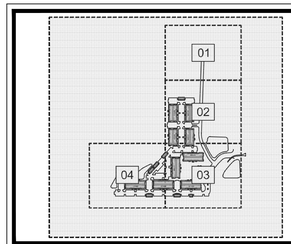
BENCHMARK #1 — TOP OF CONCRETE MARKER
ELEV. = 19.12'

BENCHMARK #2 — RR SPIKE SET IN 48" PINE
1' ABOVE GRADE.
ELEV. = 19.40'

LINE CHART

COURSE	BEARING	DISTANCE
L1	N 76°21'47" E	40.72'
L2	S 74°39'07" W	28.56'





KEY MAP
NOT TO SCALE

UTILITY NOTES:

1. ALL SANITARY SEWER CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
2. CONTRACTOR SHALL COORDINATE UTILITY CONNECTION AND REROUTING LOCATIONS WITH APPLICABLE AGENCIES.
3. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORT WENTWORTH SANITARY SEWER AND WATER STANDARDS AND SPECIFICATIONS.
4. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
5. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
6. ALL UTILITY CONNECTIONS END AT 5' OUTSIDE OF THE BUILDING FOOTPRINT. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING PLANS FOR BUILDING LAYOUT AND INTERNAL UTILITY SERVICE.
7. ALL ONSITE UTILITIES SHALL BE LOCATED UNDERGROUND.
8. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.

UTILITY LEGEND:

- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE DEPARTMENT CONNECTION (FDC)
- FIRE HYDRANT
- POST INDICATOR VALVE (PIV)
- WATER MAIN TAPPING SLEEVE
- WATER CONNECTIONS AND BENDS

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NORTH

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0 50 100 200

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No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NOVO WENTWORTH
AUGUSTA ROAD, PORT WENTWORTH, GA 31407
PARCEL ID: 7 09876 02035

GSWCC NO. (LEVEL II)	0000073524
DRAWN BY	AJP
DESIGNED BY	AJP
REVIEWED BY	BDC
DATE	00/00/0000
PROJECT NO.	013672004

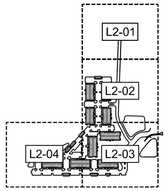
TITLE
OVERALL UTILITY PLAN

SHEET NUMBER
C4-00

Drawing name: K:\SAV_Civil\013672004_Novo PW Mat\Family\CAD\Exhibits\City of Port Wentworth_Sketch Plan Submittal\C4-00 - UTILITY PLAN.dwg C4-00 UTILITY PLAN Dec 03, 2024 8:35am by: alex.pultz

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KEY MAP
NOT TO SCALE

LANDSCAPE REQUIREMENTS

PLANT SPECIFICATION REQUIREMENTS

LARGE CANOPY TREES:	MIN. 3" CALIPER X MIN. 16' HT.
MEDIUM CANOPY TREES:	MIN. 2" CALIPER X MIN. 10' HT.
SMALL CANOPY TREES:	MIN. 1.5" CALIPER X MIN. 6' HT.
SHRUBS:	MIN. 24" HT. CONTAINERS

STREETYARD GREENWAY (GA-21)

REQUIRED TREES: TBD
PROPOSED TREES: TBD

REQUIREMENT SATISFACTION TO BE DETERMINED POST SURVEY.

BUFFER LANDSCAPING

REQUIRED TREES: TBD
PROPOSED TREES: TBD

BUFFER ZONE TYPE A IS REQUIRED FOR R-5 ZONES ABUTTING R-1.
REQUIREMENT SATISFACTION TO BE DETERMINED POST SURVEY.

PARKING LOT LANDSCAPING

(1) MEDIUM CANOPY TREE PER ISLAND

REQUIRED TREES: 50 TREES
PROPOSED TREES: 37 TREES

REQUIREMENT NOT MET.

SITE PLAN LEGEND:

- PROPERTY LINE
- BUILDING SETBACK LINE
- LANDSCAPE BUFFER LINE
- LANDSCAPE BUFFER

LANDSCAPE NOTES

SEE SHEET L2-10 FOR FULL LANDSCAPE SCHEDULE. PLANT LEGEND IS FOR REFERENCE ONLY.

SEE SHEET L2-10 FOR LANDSCAPE DETAILS AND NOTES.

TREE PRESERVATION AND MITIGATION TO BE VERIFIED WITH TREE SURVEY.

STREET YARD GREENWAY LANDSCAPE AND BUFFER LANDSCAPE PENDING SURVEY VERIFICATION.

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No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NOVO WENTWORTH
AUGUSTA ROAD, PORT WENTWORTH, GA 31407
PARCEL I.D. 7097E 02035

GSWCC NO. (LEVEL II)	0000073524
DRAWN BY	MR
DESIGNED BY	MR
REVIEWED BY	LB
DATE	12/06/2024
PROJECT NO.	013672004

TITLE
TREE REPLACEMENT PLAN

SHEET NUMBER
L2-00

Drawing name: K:\SAV_Civil\013672004_Novo PW MultiFamily\CAD\Plansheets\L1-00 - TREE PROTECTION AND REPLACEMENT PLAN_Dec 09, 2024 8:06am by: alex.putz
L2-00 TREE REPLACEMENT PLAN.dwg

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UNIT MATRIX										
UNIT TYPE	QTY	AIR COND SF	BALCONY SF	ENTRY SF	STORAGE SF	GARAGE SF	TOTAL SF	% TOTAL UNITS	%BED AND QTY	ANSI A 2%
AS1	0	664	0	-	0	0	664	0%	1B = 60%	1
A1	18	756	60	-	0	0	816	60%	18	
A2	0	816	0	-	0	0	816	0%		
B1	0	1,164	60	-	0	0	1,224	0%	2B = 30%	1
B1c	9	1,176	60	-	0	0	1,236	30%	9	
C1	3	1,248	60	-	0	0	1,308	10%	3B = 10%	1
AVERAGE		931								
TOTALS	30	27,936	1,800		0	0	29,736	100%	100%	3

BUILDING UNIT MATRIX													
	QTY	UNIT/BLDG	AS1	A1	A2	B1	B1c	C1	UTILITY 1ST FLOOR	RENTABLE STORAGE	MECH ROOMS	BLDG AC RSF	PROJECT AC RSF
MIX 3.1	1	30	0	18	0	0	9	3	2	4	2	27,936	27,936

UNIT BUILDING AREA ANALYSIS								
	QTY	1ST LEVEL GROSS SF	2nd LEVEL GROSS SF	3rd LEVEL GROSS SF	4th LEVEL GROSS SF	BLDG TOTAL SF	PROJECT GROSS SF	AC % OF GSF
MIX 3.1	1	11,202	11,095	10,583	-	32,880	32,880	85%



REAR



LEFT



FRONT



RIGHT

MIX 3.1 - 30 UNITS

SHELTON MCNALLY | NOVO WENTWORTH | 12.09.24

SCALE: 3/32" = 1'-0"

N

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architecture | interiors | planning
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UNIT MATRIX										
UNIT TYPE	QTY	AIR COND SF	BALCONY SF	ENTRY SF	STORAGE SF	GARAGE SF	TOTAL SF	% TOTAL UNITS	%BED AND QTY	ANSI A 2%
AS1	0	664	0	-	0	0	664	0%	1B = 33%	1
A1	12	756	60	-	0	0	816	33%	12	
A2	0	816	0	-	0	0	816	0%		
B1	12	1,164	60	-	0	0	1,224	33%	2B = 50%	1
B1c	6	1,176	60	-	0	0	1,236	17%	18	
C1	6	1,248	60	-	0	0	1,308	17%	3B = 17%	1
AVERAGE		1,044								
TOTALS	36	37,584	2,160		0	0	39,744	100%	100%	3

BUILDING UNIT MATRIX													
	QTY	UNIT/BLDG	AS1	A1	A2	B1	B1c	C1	UTILITY 1ST FLOOR	RENTABLE STORAGE	MECH ROOMS	BLDG AC RSF	PROJECT AC RSF
MIX 3.9	1	36	0	12	0	12	6	6	2	4	2	30,096	30,096

UNIT BUILDING AREA ANALYSIS								
	QTY	1ST LEVEL GROSS SF	2nd LEVEL GROSS SF	3rd LEVEL GROSS SF	4th LEVEL GROSS SF	BLDG TOTAL SF	PROJECT GROSS SF	AC % OF GSF
MIX 3.9	1	14,831	14,724	14,212	-	43,767	43,767	69%



REAR



LEFT



FRONT



RIGHT

MIX 3.9 - 36 UNITS

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SCALE: 3/32" = 1'-0"

N

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96'-0"



REAR

72'-8"



LEFT

96'-0"



FRONT

72'-8"



RIGHT

CLUBHOUSE - 4,580 NET SQ FT, 5,662 GROSS SQ FT

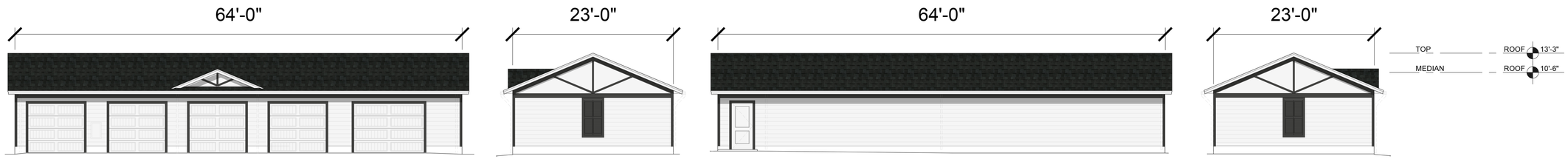
SHELTON MCNALLY | NOVO WENTWORTH | 12.09.24

SCALE: 1/8" = 1'-0"

N

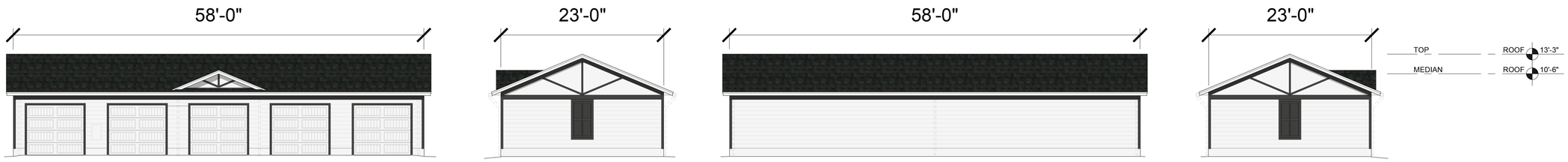
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FRONT RIGHT REAR LEFT

ANSI GARAGE



FRONT RIGHT REAR LEFT

STANDARD GARAGE

STD GARAGE - 1,334 NET/GROSS SQ FT; ANSI GARAGE - 1,472 NET/GROSS SQ FT

SHELTON MCNALLY | NOVO WENTWORTH | 12.09.24

SCALE: 1/8" = 1'-0"

N

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City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 01/16/25
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

AGENDA ITEM (ID)

DOC ID:

Consideration for the approval of a General Site Plan "Express Oil Change & Tire Engineers" . PIN# 7-0906-04-086, located on Highway 21 in the 4th Council District, zoned PUD (Rice Hope, Commercial).

Issue/Item: Express Oil Change & Tire Engineers as Agent for Publix Supermarkets, Inc., requests the approval of a General Site Plan "Express Oil Change & . PIN# 7-0906-04-086, located on Highway 21 in the 4th Council District, zoned PUD (Rice Hope, Commercial).

Background: - The applicant proposes to develop an oil change facility on a Publix owned outparcel of Rice Hope.
- The subject property is identified as a commercial parcel of the Rice Hope PUD and is equivalent to C-2 zoning, in which minor automotive repair is a permitted use.
- Other adjacent properties are zoned PUD (Rice Hope, Commercial). The site has frontage on both Highway 21 and a private road owned by Publix.
- Pursuant to The Code of the City of Port Wentworth Georgia, Zoning Ordinances, Section 13.20: *"After review and recommendation by the Planning Commission, the City Council shall act upon all concept plans...required in Table 13.20."*

Suggested Action:
The submitted General Site Plan conforms to the City of Port Wentworth Zoning Ordinances.

During the January 6, 2024 meeting the Planning Commissions voted to recommend approval of this site plan.

Facts and Finding: - A requisite community meetings was held for this project on November 26, 2024. No community input was received.
- The site will have a primary access point on the private road owned by Publix, no direct access is proposed on Highway 21.
- This project will be served by City of Port Wentworth water/sewer.

Funding: N/A

Recommendation:

City of Port Wentworth
▪7224 Highway 21 ▪ Port Wentworth ▪ Georgia ▪ 31407 ▪ 912-999-2084

Site Plan Review Application

Site Plan Type (*Check One*): ☑ General / Concept ☐ Specific Development

Site Plan Address: Lot 2, Plat Book 51, Page 185, 8th Military District, Chatham County, Port Wentworth, GA

PIN #(s): 70906 04088

Zoning: C-2, PUD Estimated Cost of Construction: $_2,200,000.00

Type of Construction: Minor Automotive Repair & Service

Project Name: Express Oil Change Port Wentworth

Applicant's Name: Express Oil Change & Tire Engineers (John Davis)

Mailing Address: 1880 South Park Drive, Birmingham, Alabama 35750

Phone #: (205) 600-6924 Email: jdaivs@expressoil.com

Owner's Name (If Different form Applicant): Publix Super Markets, Inc.

Mailing Address: P.O. Box 407 Lakeland, FL 33802

Phone #: (863) 619-4285 Email: jamie.hall@publix.com

I do authorize the aforesaid applicant to perform all necessary tasks incident to the aforesaid authorization with the same validity as I could effect if personally present; PROVIDED, however, that said applicant shall not be permitted to impose any conditions or encumbrances (or zoning changes) on the aforesaid Site Development or any adjacent property without my express written consent (it being understood that this instrument grants a limited power to the foregoing entity solely with respect to the intended development of the Real Property and subject to limitations). Furthermore, this instrument and the limited power granted herein is revocable at will by me at any time.

I hereby acknowledge that the above information is true and correct.

Applicant's Signature 9/3/24 Date

William W Rayburn, IV 9/18/24 Date

Owner's Signature (If Different form Applicant)
William W. Rayburn, IV Vice President of Real Estate Assets for
Publix Super Markets, Inc.

Please see page 2 for required submittal checklist

City of Port Wentworth
▪7224 Highway 21 ▪ Port Wentworth ▪ Georgia ▪ 31407 ▪ 912-999-2084

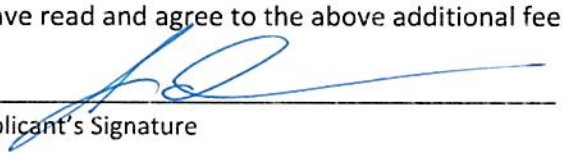
Site Plan Review Application Submittal Checklist

Documentation below is required for a complete submittal.

- ☑ Signed and Completed Application
- ☑ 3 Full size sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☑ 3 half size (11" X 17") sets of site plan civil drawings or concept plan (depending on type of site plan)
- ☑ 2 copies of hydrology reports (if applicable)
- ☑ Names, mailing address, and PIN number of all property owners within 250 feet of all property lines
- ☑ 1 8 ½" X 11" of site plan civil drawings or concept plan (depending on type of site plan)
- ☑ PDF of entire submittal on a flash drive or download link ONLY (NO CD'S)
- ☑ Other Engineering details or reports may be required once submittal has been received.
- ☑ If property owner and applicant are not the same, Authorization of Property Owner form.
- ☑ Site plan review fee check
    - Concept / General - $300.00 Site Plan Fee + $75.00 Admin Fee = Total $375.00
    - Specific - $1000.00 Site Plan Fee + $75.00 Admin Fee = Total $1075.00

Additional Fee Statement: If engineer review cost to the City exceeds the site plan review fee that is paid at the time of initial application submittal, you may be required to pay additional review cost.

I have read and agree to the above additional fee statement



Applicant's Signature

9/3/24 Date

Updated 8/25/2023

AUTHORIZATION OF PROPERTY OWNER

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a site plan applicationreview of this property.

Name of Applicant: Express Oil Change & Tire Engineers (John Davis)

Address: 1880 South Park Drive, Birmingham, Alabama 35750

Telephone Number: (205) 600-6924

I do authorize the aforesaid applicant to perform all necessary tasks incident to the aforesaid authorization with the same validity as I could effect if personally present; PROVIDED, however, that said applicant shall not be permitted to impose any conditions or encumbrances (or zoning changes) on the aforesaid Site Development or any adjacent property without my express written consent (it being understood that this instrument grants a limited power to the foregoing entity solely with respect to the intended development of the Real Property and subject to limitations). Furthermore, this instrument and the limited power granted herein is revocable at will by me at any time.

William W Rayburn, IV

Signature of Owner

William W. Rayburn, IV Vice President of Real Estate Assets for Publix Super Markets, Inc.

Personally appeared before me

William W Rayburn, IV

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public Vicki Brekke

NOTARY PUBLIC STATE OF FLORIDA

VICKI BREKKE
Commission # HH 072020
Expires December 26, 2024
Bonded Thru Budget Notary Services

September 18, 2024

Date

GROUND LEASE AGREEMENT

BY AND BETWEEN

PUBLIX SUPER MARKETS, INC., AS LANDLORD

AND

EXPRESS OIL CHANGE, LLC, AS TENANT

DATE: October 12, 2023

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LIST OF EXHIBITS

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Exhibit B - Shopping Center Site Plan

Exhibit C - Omitted

Exhibit D - Tenant's Conceptual Plan and Elevation

Exhibit E - Tenant's Signage

Exhibit F - Agreement Setting Lease Terms

Exhibit G - Landlord Contact Information Form and W-9 Request For Taxpayer Identification Number and Certification Form

Exhibit H - Existing Exclusive Uses of the Shopping Center

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is made and entered into this 12th day of October, 2023 (the "Effective Date"), by and between **PUBLIX SUPER MARKETS, INC.**, a Florida corporation ("Landlord") and **EXPRESS OIL CHANGE, LLC,** a Delaware limited liability company authorized to do business in the State of Georgia ("Tenant").

1. Premises. Landlord, in consideration of the rents, terms, covenants, and agreements hereinafter set forth on the part of Tenant to be paid, kept, and performed, grants, demises, and lets to Tenant, and Tenant hereby takes and hires from Landlord, on the terms, covenants, provisions, and agreements hereinafter provided, all that certain tract or parcel of land containing approximately 1.09 acres lying and being in Port Wentworth, Chatham County, Georgia, and described in **Exhibit A** attached hereto and made a part hereof, together with any and all improvements presently on such tract or parcel of land and the building and improvements hereafter erected thereon by Tenant (collectively, the "Premises"), which Premises is an outparcel adjacent to a shopping center commonly known as The Market at Rice Hope (the "Shopping Center") and more commonly known as Outparcel #2, owned by Landlord as depicted on the Site Plan attached hereto as **Exhibit B**.

2. Term.

A. The initial term ("Initial Term") of this Lease shall be for a period of ten (10) years beginning on the "Commencement Date" which date shall be defined as the date which is the first to occur of:

(i) two hundred ten (210) days after the earlier to occur of (x) the expiration of the Permitting Period, as hereinafter defined, or (y) Tenant's receipt of all of the Permits (as hereinafter defined), provided Tenant applies for the Permits within sixty (60) days after expiration of the Inspection Period and diligently pursues receipt of the Permits

or

(ii) the date on which Tenant opens for business,

and ending at midnight on that certain last day of the month which is ten (10) years from the Commencement Date, except as may be earlier terminated or extended as provided for herein.

B. Provided Tenant is not in default of this Lease beyond any applicable cure period, this Lease shall automatically extend for four (4) successive periods of five (5) years each (individually or collectively, as the case may be, the "Renewal Term") unless Tenant delivers written notice to Landlord no less than six (6) months prior to the expiration of the then current Term of this Lease, whether it be the Initial Term or a Renewal Term, of its election not to extend this Lease. Each Renewal Term shall be on the same terms, covenants, conditions, provisions, and agreements as in this Lease, except as otherwise specified in this Lease. The Lease shall only be extended with respect to any Renewal Term which commences upon the expiration of the current Initial Term or applicable Renewal Term. Without any further instrument, lease or agreement, the Term of this Lease shall be so extended. "Term" shall mean the Initial Term and any Renewal Term.

C. Tenant's rights under this Lease are subordinate, and subject, to: (i) all present and future ground or underlying leases affecting all or any part of the Shopping Center; and (ii) any easement, license, mortgage, deed of trust or other security instrument now or hereafter affecting the Shopping Center. Tenant's subordination provided in this Paragraph is self-operative and no further instrument of subordination is required. Landlord represents that Landlord is the fee owner of the Premises.

3. Short Form or Memorandum of Lease. The parties hereto covenant and agree that at the request of either party, Landlord and Tenant will promptly execute and deliver to the requesting party a short form or memorandum of Lease duly acknowledged and in recordable form setting forth, among other things, the names and addresses of the parties,

a reference to this Lease and its date, the description of the Premises, the Commencement Date, Tenant's rights to obtain financing, a statement of or reference to all of Tenant's options to extend or renew the Initial Term, the right of Tenant to build, alter, repair, improve, change or demolish buildings, structures, and improvements, an express prohibition of construction liens on Landlord's fee interest in the Premises, and such other information as either party may request and such other facts as may be required by the laws of the State of Georgia to give appropriate notice pursuant to the recording acts. The short form or memorandum of Lease may be recorded by either Landlord or Tenant. The party requesting the memorandum of lease shall pay the costs and expenses of recording said short form or memorandum of Lease. Furthermore, upon termination of this Lease, if such short form or memorandum of Lease has been recorded, both parties shall execute and record a document evidencing such termination. This Paragraph 3 shall survive the expiration or earlier termination of this Lease.

4. Basic or Fixed Rent.

A. Tenant covenants and agrees to pay to Landlord at the address set forth in Paragraph 35 of this Lease, or at such other place or places as Landlord shall from time to time designate in writing, for and throughout each lease year of this Lease, Rent (the term "Rent" shall mean the aggregate of all net annual basic rental (hereinafter sometimes referred to as the "minimum", "basic", or "fixed" rent) and additional rent, if any, due from Tenant to Landlord pursuant to this Lease), in addition to and above all other sums and all other rents and payments to be made and paid by Tenant to Landlord as set forth in this Lease. All of such Rent, sums, and payments shall be made and paid by Tenant at the time and in the manner required by this Lease in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public or private, at the time of payment, or by good check drawn on a depository in the state wherein the Premises are located.

B. Tenant shall pay basic rent in advance, without setoff or demand except as set forth in this Lease, in equal monthly installments on the first day of each and every calendar month during the Term. The first rental payment date hereunder shall be the first (1st) day of the first full calendar month following the Commencement Date, and shall include, in addition to one (1) full month's rent, payable in advance, a prorated amount applicable to the period from the Commencement Date to such first rental payment date, if applicable. Tenant shall also pay any use or sales tax on the basic rental and any other sums payable under this Lease imposed by the State of Georgia and any federal or local government. This Lease is made at and for basic rent for the Term hereof as follows:

Period (Lease Year):	Annual Basic Rent:	Monthly Installments of Basic Rent:
1 through 5	$60,000.00	$5,000.00
6 through 10	$66,000.00	$5,500.00
Renewal Terms:		
11 through 15	$72,600.00	$6,050.00
16 through 20	$79,860.00	$6,655.00
21 through 25	$87,846.00	$7,320.50
26 through 30	$96,630.60	$8,052.55

C. The term "lease year" as used herein shall mean each twelve (12) month period commencing on the Commencement Date; provided, however, if the Commencement Date is other than the first day of a month, the term "lease year" shall mean each twelve (12) month period commencing on the first day of the calendar month immediately following the Commencement Date, and the first lease year in such an event shall include the period from the Commencement Date to the first day of the next following calendar month.

D. Landlord shall apply the receipt of payments from Tenant in the following order: First, toward the payment of any rent to be applied to the payment of the rental installment or installments first accrued; second, toward the payment of Landlord's reimbursable expenses; and finally to all other sums due under this Lease.

E. At the request of either party, the parties agree to execute an "Agreement Setting Lease Terms," in the form substantially attached hereto as **Exhibit F** and by this reference made a part hereof, but the failure of either party to execute same shall not affect the Commencement Date or the Basic Rent calculated pursuant to this Article 4.

F. Upon the execution of this Lease, Landlord shall complete and return to Tenant the Landlord Contact Information Form and the W-9 Request for Taxpayer Identification Number and Certification Form attached hereto as **Exhibit G**.

5. Use and Occupancy; Tenant's Right to Vacate/Recapture; Exclusive.

A. Use and Occupancy. Tenant covenants and agrees to use and occupy the Premises for the operation of an automotive center for oil changes, tire replacement and automotive repair and such other activities as are incidental or related thereto ("Auto Center"), so long as revenues from such other activities shall not exceed five percent (5%) of Tenant's gross revenues ("Permitted Use"), subject to the limitations of any recorded instrument encumbering the Premises and/or any exclusive uses presently in place or to be put in place in the future in the Shopping Center; and Tenant further covenants that it may never be a competitor of Publix Super Markets, Inc. or any affiliate thereof, or operate as any of the existing exclusive uses as outlined in **Exhibit H** ("Existing Exclusive Uses"). Provided, however, Tenant shall not change the Permitted Use from an Auto Center without the prior written consent of Landlord, which consent is at Landlord's sole discretion. Notwithstanding the forgoing, Tenant shall not be permitted to have any outdoor storage or display of (i) disassembled vehicles or (ii) automobile parts other than stacks of tires in front of the bays; provided that such stacks of tires may not be stored in front of the bays overnight, and the stacks of tires may only consist of new tires that are properly organized and professionally displayed. Tenant agrees that the Premises will be maintained in a premier condition at all times and any supplies utilized on the Premises shall be properly stored, handled, and disposed per the appropriate environmental laws and industry practice, including, but not limited to, all fluids, oils, parts, and tires. Furthermore, Tenant covenants and agrees to comply with all covenants and restrictions and other matters of record affecting the Premises and Shopping Center. Further, Tenant, at its sole cost and expense, agrees to comply with all reasonable, non-discriminatory rules and regulations promulgated by Landlord from time to time relating generally to the use, occupancy and operation of the Shopping Center, including but not limited to the Common Area by all tenants, occupants, invitees, licensees, and/or customers thereof; provided, however, in no event shall such rules or regulations prohibit the use of the Premises as an Auto Center. Notwithstanding the foregoing, all rules and regulations shall be equally applicable to all tenants of the Shopping Center. The Lease provisions shall control and supersede any contradictory or inconsistent provisions contained in the rules and regulations or in any exhibits to this Lease. Landlord shall provide at least fifteen (15) days advance notice of any modifications or additions to the rules and regulations, provided however, in the event of an immediate need of such modifications, no notice is required. Such modifications or additions shall not require payment of additional rent or the incurring of any other costs and expenses. Tenant shall operate under the name of "Express Oil Change" provided, however, that Tenant shall have the right to modify or alter the name under which it operates so long as the name is consistent with the majority of Tenant's other locations within the state in which the Premises is located, is not offensive in nature, and is not a name associated with any competitors of Publix Super Markets, Inc., or its affiliates. The exclusive uses of other tenants in the Shopping Center as of the Effective Date and the prohibited uses for the Premises are set forth in **Exhibit H**.

B. Tenant's Right to Vacate/Recapture. Notwithstanding any provision in this Lease to the contrary, it is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business in the Premises, continuously or otherwise, subject to this Lease; provided, however, if Tenant discontinues retail operations in the Premises (excluding, however any good faith discontinuance occasioned by a force majeure event as herein described but only for such time following cessation of such force majeure as is reasonably required to recommence Tenant's operations in the Premises, and casualty and condemnation, but only for such time following such event as is reasonably required to recommence Tenant's operations in the Premises), and such discontinuance of retail operations continues for one hundred eighty (180) consecutive days, Landlord may, at any time thereafter during the Term, elect to

terminate this Lease and regain possession of the Premises by written notice to Tenant (the "Termination Notice"), in which event this Lease shall terminate as to all obligations accruing thirty (30) days after the date of receipt of the Termination Notice. Tenant shall give Landlord advance notice of any intended discontinuance of business from the Premises as soon as would be reasonable for Tenant to do so, considering Tenant's need to keep such decision confidential. However, unless Landlord terminates this Lease and takes possession as provided above, Tenant shall continue to be obligated to pay Rent until the end of the Initial Term or any duly exercised Renewal Term. For the purposes of this Paragraph, "force majeure" shall mean any strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, adverse weather conditions, war or other reasons of a like nature not the fault of the party that delays or hinders or prevents the performance of any act under the terms of this Lease.

C. Exclusive. During the Term, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center for the purpose of conducting within the Shopping Center as its principal business an Auto Center. Notwithstanding anything contained herein to the contrary, Tenant's exclusive use shall not apply to (i) a tenant operating a national or regional auto part store (by way of example, but not all inclusive, O'Reilly Auto Parts, AutoZone, etc.) provided no automobile service is performed at the Shopping Center and there are no service bays or doors, or (ii) any retailer offering automobile parts (but not tires) on an ancillary basis, which for purposes of this Lease shall mean the sale of automobile parts does not exceed ten percent (10%) of such tenant's gross sales. Landlord reserves the right to lease (or consent to the use of) any space in the Shopping Center without imposing any restriction on the use of such space to any tenant whose principal business at the time the lease is made (or consent is given) is that of department store, junior department store, variety store, grocery store, drug store, or to any tenant in each case occupying more than 20,000 square feet of gross leasable area, it being understood that Landlord shall not be obligated to restrict the use of any of such space in any manner whatsoever. Specifically, this exclusive shall not apply to any portion of, or use within, the premises within the Shopping Center now or hereafter occupied by Publix Super Markets, Inc. or its affiliates. This right to exclusive use shall apply only as long as Tenant is not in default of this Lease beyond the expiration of all applicable notice and cure periods and is actively operating the Premises for the Permitted Use (excluding, however any good faith discontinuance occasioned by a force majeure event as herein described but only for such time following cessation of such force majeure as is reasonably required to recommence Tenant's operations in the Premises). Landlord's sole obligation hereunder shall be to refrain from leasing, or consenting to the use of, other space in the Shopping Center in violation of this Paragraph; and Landlord shall not be required to investigate, supervise or otherwise determine whether other tenants in the Shopping Center are in compliance with the foregoing. In the event Landlord violates Tenant's exclusive use provided herein, Tenant shall notify Landlord in writing and Landlord shall promptly use its commercially reasonable efforts to cure such violation within ninety (90) days after receipt of such notice from Tenant (the "Violation Cure Period"). In the event Landlord is unable to cure such violation within the Violation Cure Period, Landlord shall not be in default under this Lease but for each specific violation Tenant shall have the right to, in lieu of basic rent then due, pay each month fifty percent (50%) of the basic rent (the "Violation Period Rent"), plus Tenant's pro rata share of additional rent for up to twenty-four (24) months commencing on the first day of the month following expiration of the Violation Cure Period. If there has not been a cure of the exclusive use violation within said twenty-four (24) month period ("Rent Reduction Period"), Tenant may, at its option, terminate this Lease by giving Landlord written notice of such termination upon thirty (30) days written notice given at any time after the first twelve (12) months of the Rent Reduction Period and ending no later than thirty (30) days after the end of the Rent Reduction Period. Notwithstanding the forgoing, if Landlord cures the exclusive use violation prior to issuance of notice to terminate by Tenant, then Tenant shall have no right to terminate hereunder and Tenant shall immediately pay the basic rent then due (i.e., Tenant shall no longer be entitled to pay Violation Period Rent). If no notice to terminate is sent by Tenant within thirty (30) days after the end of the Rent Reduction Period, then Tenant shall be deemed to have waived such violation and Tenant shall thereafter pay the basic rent then due (i.e., Tenant shall no longer be entitled to pay Violation Period Rent). Should Tenant elect to terminate this Lease and this Lease actually terminates, Tenant's obligation to pay any further amount owed under the Lease after Tenant's termination of the Lease shall terminate on the effective date of such termination.

6. Assignment and Subletting.

A. Except as otherwise set forth herein, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, sell, assign, sublease or otherwise transfer the Premises or Tenant's interest in this Lease, in whole or in part, or grant or permit any lien or encumbrance on or security

interest in Tenant's interest in this Lease. Except as set forth below, any written consent given by Landlord shall not relieve Tenant, or any subtenant, assignee or transferee, from the obligation to obtain Landlord's consent prior to any future sale, assignment or transfer. Landlord's acceptance of rent from a subtenant, assignee or transferee of Tenant shall not constitute consent to such sublease, assignment or transfer by Landlord. Any assignee, subtenant or transferee approved by Landlord shall expressly assume this Lease by an agreement in recordable form, an original executed counterpart of which shall be delivered to Landlord prior to any assignment of this Lease. Any sale, assignment, transfer, sublease or encumbrance in violation of this Paragraph 6 shall be voidable at Landlord's option. For purposes of this Lease, any sale or transfer of Tenant's capital stock, redemption or issuance of additional stock of any class shall not be deemed an assignment. Without limiting any of the foregoing provisions of this Paragraph, if pursuant to the U.S. Bankruptcy Code, as the same may be amended from time to time, Tenant is permitted to assign or otherwise transfer its rights and obligations under this Lease in disregard of the restrictions contained in this Paragraph, the assignee agrees to provide adequate assurance to Landlord (a) of the continued use of the Premises solely in accordance with the Permitted Use thereof, (b) of the continuous operation of the business in the Premises in strict accordance with the requirements of Paragraph 5 hereof, and (c) of such other matters as Landlord may reasonably require at the time of such assumption or assignment.

B. Notwithstanding anything to the contrary in Paragraph 6(A) above, the Tenant may, without the Landlord's consent, assign or otherwise transfer this Lease or sublet all of the Premises to (a) any corporation or other business entity which controls, is controlled by, or under common control with, Tenant (a "related corporation"), or (b) a corporation or other business entity into which or with which Tenant, its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation the liabilities of the corporations or other business entities participating in such merger or consolidation are assumed by the corporation or other business entity surviving such merger or consolidation, or (c) a corporation or other business entity acquiring substantially all of Tenant's assets, or (d) an entity that acquires five (5) or more of Tenant's retail stores, provided that, the original Tenant named herein shall remain liable for all obligations under this Lease and shall not be released therefrom as a result of such assignment or transfer except as set forth in the following sentence. Notwithstanding anything contained in this Paragraph 6 to the contrary, if the successor tenant in connection with any assignment has a proven tangible net worth of at least Twenty-Five Million Dollars ($25,000,000.00) at the time of the assignment, as evidenced by certified financial statements acceptable to Landlord, then the Tenant shall be released from its obligations hereunder.

C. Any such permitted assignee shall expressly assume this Lease by an agreement in recordable form, an original counterpart of which shall be delivered to Landlord within ten (10) days of the assignment of this Lease. Unless agreed by Landlord in writing to the contrary, or otherwise expressly set forth in this Lease, Landlord's consent to any assignment of this Lease shall not operate to release Tenant or any Tenant-assignor from its obligations hereunder, with respect to which said Tenant or Tenant-assignor shall remain personally liable.

D. In each instance, Tenant shall pay Landlord a fee of TWELVE HUNDRED AND NO/100 DOLLARS ($1,200.00) to cover Landlord's administrative costs and legal expenses incurred by Landlord for review of documents relating to any proposed sale, assignment, transfer, or sublease by Tenant of the Premises or its interest in this Lease. In addition to the administrative review fee, Tenant agrees to pay Landlord's reasonable legal fees for any documents that Landlord is required to prepare, or that Landlord deems necessary, relating to any such proposed sale, assignment, transfer, or sublease. Tenant hereby acknowledges and agrees that the acceptance of such fees by Landlord shall not constitute consent to the proposed sale, assignment, transfer, or sublease.

E. Except for a sublease pursuant to Paragraph 6(B) above, if Tenant shall sublet the Premises for an amount in excess of the basic rent stipulated herein, such excess rent shall be deemed to be additional rent due and owing Landlord and be payable in accordance with the terms and conditions of this Lease.

7. Taxes and Assessments.

A. From the Commencement Date of this Lease in addition to the payment of Rent, Tenant covenants to pay, satisfy and discharge as the same may become due and payable, all governmental charges; assessments; real estate taxes; ad valorem taxes of any sort; all charges for sidewalks, streets, sewage or sewer improvements; or other charges of

any kind of character imposed upon the Premises, but this provision shall not be construed to impose upon Tenant any obligation to pay (a) any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax; (b) any income or excess profit taxes arising out of or related to ownership and operation of income-producing real estate, including any of the rents payable hereunder; or (c) any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it. Tenant shall deliver to Landlord, immediately when requested, evidence of payment of the obligations in this Paragraph.

B. Any provisions of this Lease to the contrary notwithstanding, Tenant may, if in good faith it believes that any tax, assessment or improvement lien payable by it shall be invalid, excessive, or unenforceable, in whole or in part, protect against and contest the validity, amount of and enforceability of any such tax, assessment or lien. In case Tenant shall contest any such taxes, assessments or liens, it shall comply with all requirements of law as to the conditions precedent to making any contest, and Tenant covenants to protect Landlord against foreclosure of any lien resulting from imposition of any tax or assessment which Tenant may contest or foreclosure of any mortgage which Landlord may have caused to be placed upon the Premises by giving to Landlord an appropriate bond conditioned to pay such liens or claims, executed in an adequate penal sum by a responsible surety company licensed to do business in the State in which the Premises is located and acceptable to Landlord and Landlord's mortgagee, in addition, Tenant shall comply with any requirements imposed by any mortgagee in connection with contesting any such tax, assessment or lien. If the contested lien should ever attach to the Premises, Tenant may continue to contest said lien provided it causes the lien to be paid in full or otherwise removed as a lien against the Premises.

C. If Tenant fails to pay any of the taxes and assessments pursuant to this Paragraph, Landlord shall have the right (but not the obligation) to pay same after ten (10) days' prior written notice to Tenant. If Landlord is justified in making such payments, then unless Tenant shall pay such amount as additional rent (together with interest at the rate provided in Paragraph 22) within ten (10) days of Tenant's receipt of a demand therefor from Landlord, then Tenant shall be deemed to be in default under this Lease.

D. Notwithstanding anything herein to the contrary, and if a separate tax billing designation does not already exist and the Premises constitutes a single, separate tax lot, Tenant acknowledges and agrees that it shall file, at Tenant's own cost and expense, for a separate real estate tax billing designation and assessment for the Premises ("Separate Tax ID") within ninety (90) days of the Commencement Date. Tenant shall, at its own cost and expense, diligently pursue the award of such Separate Tax ID. If and when such Separate Tax ID is awarded to Tenant, Tenant shall immediately notify Landlord in writing of the award and the Separate Tax ID number. If no such Separate Tax ID is awarded or if any other such tax is levied against the Premises for which Tenant is not or cannot be billed separately, Tenant will pay Landlord Tenant's pro-rata share of said tax using the following formula:

> The total tax bill, as paid by Landlord (including discounts, if any), shall be multiplied by a fraction the numerator of which shall be the square footage of land area in the Premises and the denominator of which shall be the square footage of land area covered by the tax bill. The result will be Tenant's pro-rata share. Tenant's pro-rata share shall be paid to Landlord within thirty (30) days of receipt of notice from Landlord of the amount due.

8. Liability Insurance.

A. Tenant covenants and agrees, at its sole cost and expense, throughout the duration of this Lease, to obtain, keep, and maintain in full force and effect for the mutual benefit of Landlord, Tenant, the holders of mortgages obtained by Tenant and Tenant's written designees or subtenants designated in writing by Tenant, commercial general liability insurance against claims for damage to persons (including bodily injury and death) or property (including loss of use) arising out of the use and occupancy of the Premises or any part or parts thereof in limits of not less than Three Million and No/100ths Dollars ($3,000,000.00) combined single limit coverage and property damage in all instances in an amount not less than Five Hundred Thousand and No/100ths Dollars ($500,000.00). A duplicate original, certificate, or binder of such insurance shall be delivered to Landlord prior to Tenant using or occupying the Premises, and in any event prior to the Commencement Date, and thereafter, upon request by Landlord, a renewal certificate of such policy shall be furnished

to Landlord within fifteen (15) days following delivery of notice from Landlord. Each such policy of insurance shall name Landlord as an additional insured and shall contain an agreement by the insurer, if obtainable, that such policy shall not be cancelled without ten (10) days prior written notice to Landlord.

B. All insurance provided for in this Paragraph may be in the form of so-called blanket policies which may be furnished by Tenant, or the parent corporation of Tenant or any related entity, Tenant's written designees or sublessees designated in writing by Tenant or by any of the holders of the mortgage referred to in Paragraphs 13 or 14 hereof. The liability coverage set forth in this Paragraph shall be issued by companies of recognized responsibility approved by Landlord and authorized and licensed to do business in the State in which the Premises is located. The insurance companies must have a Best's Secure Rating of A or better and a financial class of VIII or better in the most current edition of *Best's Insurance Reports*. All such policies shall be for periods of not less than one (1) year.

C. Tenant's failure to effectuate any and all such insurance and renewal policies of insurance required as aforesaid, and to pay the premiums and renewal premiums on all such policies of insurance as they become due and payable, and to deliver all such certificates of insurance and renewals thereof or duplicate originals to Landlord within the time hereinabove limited, shall constitute a default by Tenant under the terms of this Lease. If Tenant fails to cause the aforesaid insurance policies to be written and pay the premiums for the same and deliver all such certificates of insurance or duplicate originals thereof to Landlord within the time provided for in this Lease, Landlord shall nevertheless have the right, without being obligated to do so, to effect such insurance and pay the premiums therefor, and all such premiums paid by Landlord shall be repaid to Landlord on demand as additional rent, and Tenant's failure to repay the same as aforesaid shall constitute a default under this Lease; provided, however, Landlord shall give Tenant ten (10) days prior written notice of its intent to pay said insurance premium.

D. If Tenant shall fail to procure insurance and deliver the certificates thereof to Landlord as required under this Paragraph 8, Tenant shall not be allowed to take possession of the Premises until such insurance has been procured and the certificates have been delivered to Landlord; however, any refusal by Landlord to deliver possession of the Premises pursuant to this Paragraph 8 shall not affect the Commencement Date and Rent shall accrue as of such date.

E. If, by reason of Tenant's use or occupation of the Premises or the keeping or maintenance of the improvements or personalty, the insurance rate to Landlord for the Premises or the Shopping Center shall increase, then Tenant shall be responsible for paying the increased cost, and such payment shall be considered additional rent and be due and payable upon demand by Landlord. Tenant shall not use, or permit the use of, the Premises in any manner that would violate any requirement of any policy of insurance held by Landlord; provided, however, that as of the Effective Date, the Permitted Use does not affect Landlord's insurance costs, but any increase in the insurance costs thereafter due solely from Tenant's use of the Premises for the Permitted Use shall be the responsibility of Tenant as provided herein.

F. Nothing contained in this Paragraph 8 shall affect or limit Tenant's obligations under Paragraph 9 hereof.

9. Indemnity.

A. Subject to the provisions of this Lease, Tenant covenants and agrees that from and after the Effective Date of this Lease, Landlord shall not be liable or responsible for damages for any personal injury or injuries, deaths, damages, or losses to any person or property that may be suffered or sustained by Tenant or subtenants or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees, departments, and concessionaires or by any other person or persons in, on or about the Premises or any part thereof, arising from Tenant's failure to keep or cause to be kept the Premises in good condition and repair, or arising from the use or occupancy of the Premises by Tenant or subtenants or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees, departments, and concessionaires.

B. Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant covenants and agrees to indemnify, defend, and save Landlord harmless from and against any and all liability, costs and expenses for damages, losses, injuries, or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Landlord as to any of the matters, provisions and conditions set forth in this Paragraph 9, except as to

those matters which Landlord has obligations or any liability under this Lease. The provisions of this Paragraph 9 shall survive the expiration or termination of this Lease.

C. Except to the extent caused by Tenant's gross negligence or willful misconduct, Landlord covenants and agrees to indemnify, defend, and save Tenant harmless from and against any and all liability, costs and expenses for damages, losses, injuries, or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Tenant with respect to the Common Area.

10. Common Area Maintenance.

A. Notwithstanding anything herein to the contrary, Tenant shall pay to Landlord a fixed contribution for costs associated with maintenance and repair of the common areas of the Shopping Center ("Tenant's CAM Contribution"). Tenant's CAM Contribution for the first five (5) lease years shall be TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) per annum, payable in equal monthly installments of ONE HUNDRED SIXTY-SIX AND 67/100 DOLLARS ($166.67), which Tenant shall pay to Landlord together with each of Tenant's monthly basic rent payments. Commencing with the beginning of the sixth lease year, and upon the commencement of every fifth lease year thereafter, Tenant's CAM Contribution shall increase by ten percent (10%) over Tenant's CAM Contribution for the immediately preceding five lease years, calculated as follows: Tenant's annual CAM Contribution for the previous five lease years x 1.10 = Tenant's annual CAM Contribution for the next five lease years.

11. Construction and Maintenance of Buildings and Improvements.

A. All buildings, structures, or improvements on the Premises, or any part or parts thereof, shall be new or completely reconditioned and constructed without cost or expense to Landlord, in accordance with the requirements of all laws, ordinances, codes, orders, rules, and regulations of all governmental authorities having jurisdiction over the Premises. Such improvements shall at all time preserve the appearance of the Premises as separate from the Shopping Center through use of curb cuts, and other such structural items, as indicated on the Site Plan. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord install or permit to be installed any improvements, obstructions, structures, trees or landscaping within the Premises, unless required by any applicable codes, laws, ordinances, rules, orders, or regulations of any governmental authority or other applicable agency.

B. Tenant, at its own cost and expense, shall apply for and prosecute with reasonable diligence, all necessary permits and licenses required for the construction of all building and improvements Tenant deems necessary or desirable for the conduct of Tenant's business therein, including automobile lifts, tire storage racks, video surveillance equipment, information technology systems and equipment, and Tenant's signage (the "Tenant's Work"). Landlord hereby conceptually approves Tenant's Conceptual Plan and Elevation for Tenant's Work attached hereto as **Exhibit D**, subject to final approval as provided in subsection 11(G) below. Landlord, at no out-of-pocket expense to Landlord, shall reasonably cooperate with Tenant in securing building and other permits and authorizations necessary from time to time for the performance of any construction, alteration or other work permitted to be done by Tenant under this Lease, but such cooperation by Landlord shall not be construed as consent to the filing of a mechanic's lien or a notice of intention to file a mechanic's lien or any claim relating thereto.

C. Except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors, Tenant shall install, operate, and maintain in good order and repair, in accordance with all applicable laws, regulations, and requirements of any governmental authorities, agencies, and departments having jurisdiction thereof, all buildings, structures, and improvements on, in or under the Premises, including, but not limited to, all elevators, escalators, plumbing, electrical, heating, air conditioning and ventilation equipment and systems, and all other equipment, all without cost or expense to Landlord. In addition, Tenant shall keep and maintain the Premises and all improvements thereon in a clean and safe condition free of excessive debris and rubbish. By way of example and not by way of limitation, Tenant's maintenance obligations shall include, but not be limited to, maintaining both the exterior of any improvements on the Premises and any parking, sidewalk and landscaped areas of the Premises, as well as any stormwater facilities or drainage facilities within the Premises. Furthermore, Tenant agrees all trash shall be stored in appropriate containers to be furnished by Tenant and Tenant shall cause all trash and rubbish to be disposed of properly at

its sole cost and expense. Should Tenant fail to comply with any of its obligations set forth in this Paragraph, then Landlord may, at its option, undertake such compliance on behalf of Tenant after thirty (30) days prior written notice to Tenant and any sums expended by Landlord in undertaking such compliance shall be reimbursed by Tenant within thirty (30) days of demand therefor, and any sums not so reimbursed shall be deemed to be additional rent under this Lease. Tenant may annually make non-structural, cosmetic interior alterations for which the total cost per 12-month period does not exceed $50,000, in the aggregate, without Landlord's approval.

D. Notwithstanding anything contained herein to the contrary, to the extent any utility line, drainage line or other conduit serving the greater part of the Shopping Center or neighboring parcels runs through the Premises, Landlord reserves the right, at its election, to enter the Premises at any time after forty-eight (48) hours prior notice (except in the case of an emergency, in Landlord's sole opinion, in which case no notice shall be required) for purposes of altering, modifying, repairing, maintaining and replacing such utility line, drainage line or other conduit, and, except as otherwise required pursuant to recorded instrument or this Lease, Tenant is hereby prohibited from altering, modifying or replacing any such line or other conduit serving the greater part of the Shopping Center or neighboring parcels that runs through the Premises without Landlord's prior written consent, which consent may be withheld at Landlord's sole discretion. Furthermore, Tenant shall not construct any improvements upon any such line or other conduit serving the greater part of the Shopping Center or neighboring parcels without the prior written approval of Landlord, which may be granted or withheld in Landlord's sole discretion. Additionally, without limiting any existing rights of Landlord pursuant to recorded instrument or this Lease, Tenant acknowledges and agrees that Landlord reserves the right, at any time and from time to time, to enter into the Premises to lay any additional utility line, drainage line or other conduit serving the greater part of the Shopping Center or neighboring parcels, so long as such work is conducted in a good and workmanlike manner and commercially reasonable effort is exercised to minimize interference with Tenant's Permitted Use. Upon completion, Landlord shall promptly repair any damage and restore the Premises to the condition existing prior to Landlord's entry. If Landlord enters the Premises for the purpose of performing work permitted under this Paragraph, Landlord agrees to indemnify Tenant from any and all damages or injuries solely arising out of the construction activities of Landlord, its agents, employees or any person authorized by Landlord, but specifically excluding any and all damages or injuries arising out of, or in connection with, the acts or omissions of Tenant, its agents, employees or persons authorized by Tenant.

E. Except as provided in Subparagraph D above, Tenant may in accordance with this Lease erect, on the Premises or on any portion thereof selected by Tenant, any buildings or portion thereof, improvements, structures, and appurtenances thereto, and in connection therewith, Tenant is authorized to demolish all existing buildings, structures, and improvements located on the Premises, and to remove, raze, and/or destroy such trees, plants, shrubs, and topsoil as Tenant may deem reasonably necessary.

F. All persons doing work for or furnishing labor or materials to the Premises on the order of or on behalf of Tenant shall look solely to Tenant's interest in the Premises. The interest of Landlord shall not be subject to liens for improvements made by Tenant. If any construction, mechanic's, or other liens, or order for the payment of money, shall be filed against the Premises, or any building or improvements thereon, by reason of change and alteration or addition made or alleged to have been made, by or for, Tenant, or the cost or expense thereof, or any contract relating thereto, Tenant shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Tenant, and shall also defend on behalf of Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens, or orders, and Tenant will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless Landlord from any claim, attorney fees or damage therefrom. If any mechanic's or other lien, or order for payment of money, shall be filed against the Premises, or on any building or improvements thereon, for any of the reasons provided for in this Paragraph, and shall not be removed by Tenant within thirty (30) days after notice given by Landlord (or earlier should an action to foreclose be commenced), Landlord shall have the right to remove same by payment or otherwise, and all sums expended by Landlord for such removal, including reasonable attorneys' fees and costs, shall be paid by Tenant to Landlord upon demand, and shall be deemed to be additional rent due under this Lease. Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work or work claim of any contractor, mechanic, materialman, or supplier of labor or materials supplied, which might be or become a lien or encumbrance, or a charge upon the Premises or the Shopping Center, and Tenant shall not suffer any other matter or thing whereby the estate, right, or interest, of Landlord in the Premises or in the Shopping Center might be encumbered or impaired. Tenant's contractors shall be required to

waive all lien rights against Landlord's interest in the Premises and/or the Shopping Center. Other than in connection with Tenant's Work, at any time Tenant either desires to or is required to make repairs or alterations in accordance with this Lease in excess of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), Landlord may require Tenant, at Tenant's sole cost and expense, to obtain and provide to Landlord a lien and completion bond (or such other security or guaranty proposed by Tenant and reasonably acceptable to Landlord) in an amount equal to the contracted amount of such improvements to insure Landlord against liability, including, but not limited to liability for mechanics' and materialmen's liens and to insure completion of the work.

G. Tenant shall be responsible for the payment of all impact, utility and hook-up fees in connection with its construction of improvements and its use and occupancy of the Premises. In addition, Tenant shall pay all costs to tie into the existing stormwater drainage systems, and Landlord shall have no obligation with respect to same. Further, Landlord shall have no responsibility whatsoever insofar as construction of improvements on the Premises is concerned, except as expressly set forth in this Lease. If Landlord has paid any impact fees which relate to the Premises, Tenant shall reimburse Landlord for same on demand provided, however, that Tenant shall not be obligated to pay any impact fees which would exceed the gross amount of impact fees due in connection with the construction of the improvements which Tenant will construct on the Premises.

H. Prior to the commencement of any construction or alteration of any improvements on the Premises, Tenant shall submit complete plans and specifications, including exterior elevations and site plans, of such initial or altered improvements to Landlord for Landlord's review. No such construction shall commence until Landlord has approved the plans and specifications, which approval shall be in Landlord's sole discretion. Within sixty (60) days after the end of the Inspection Period, Tenant shall submit to Landlord for Landlord's review Tenant's proposed plans and specifications for the initial improvements, including Tenant's proposed site plan. If Landlord fails to approve or disapprove the plans and specifications within forty-five (45) days after receipt of the same from Tenant, Landlord shall be deemed to have approved the same. Notwithstanding the foregoing, for any resubmission of any revised plans and specifications prepared pursuant to this provision, Landlord shall approve or disapprove the plans and specifications within thirty (30) days after receipt of the same from Tenant. If Landlord shall disapprove Tenant's proposed plans and specifications, then Tenant shall make the revisions required by Landlord and resubmit same to Landlord for its review; provided, however, if Tenant is unable to make Landlord's requested revisions because the requested revisions are inconsistent with a typical store of Tenant in the state in which the Premises is located, Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord. All costs of Tenant's improvements shall be Tenant's sole responsibility. Landlord's approvals or disapprovals described in this Lease are in no way intended or deemed to be a waiver, approval or substitution for the permits and other governmental approvals Tenant is required to seek and receive hereunder, and the approval by Landlord of Tenant's plans and specifications shall neither constitute nor be construed as a certification by Landlord, its employees or agents, that Tenant's plans and specifications meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or other applicable agency.

I. Tenant acknowledges that the Premises shall at all times contain sufficient parking spaces so that the Premises alone, and without counting any parking spaces in the rest of the Shopping Center, shall meet all applicable governmental parking requirements.

J. LANDLORD HAS NO OBLIGATION TO PERFORM ANY WORK WITHIN THE PREMISES OR THE SHOPPING CENTER AND TENANT AGREES TO ACCEPT THE PREMISES AND THE SHOPPING CENTER IN THEIR "AS IS" CONDITION AND TENANT SHALL BE OBLIGATED TO PERFORM SUCH WORK AS IS NECESSARY TO RENDER THE PREMISES USEFUL FOR THE PERMITTED USE.

12. Compliance With Laws.

A. Tenant covenants and agrees that during the Term of this Lease and any renewals or extensions thereof, Tenant shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal Governments or any of their departments, bureaus, boards, commissions and officials thereof with respect to the Premises, the buildings and improvements thereon or hereafter erected thereon by

Tenant, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against Landlord or Tenant or both, except to the extent that Landlord has any obligations under this Lease.

B. Tenant shall have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings which shall be conducted diligently and in good faith in the name of Landlord or Tenant or both and without cost or expense to Landlord, the validity or applicability of any law, ordinance, order, rule, or regulation of the nature hereinabove referred to in this Paragraph 12, and Tenant shall have the right to delay observance thereof and compliance therewith until such contest is finally determined and is no longer subject to appeal, provided that observance and compliance therewith pending the prosecution of such proceeding may be legally delayed without subjecting Landlord to any liability, fines, or other expenses.

13. Mortgages at Tenant's Request. Landlord covenants, warrants, and agrees, whenever and as often as Tenant may request, during the existence of this Lease, and any renewals or extensions thereof, that (i) Tenant may mortgage its interest subject to and in accordance with the provisions of Paragraph 14 below and (ii) Landlord shall within thirty (30) days of any request execute such agreements as are acceptable to Landlord in form and content and reasonably necessary to facilitate Tenant's obtaining of said financing, including without limitation the giving of such notice and curative rights by Landlord in favor of Tenant's lender, provided, however, that Landlord shall be under no obligation to provide Tenant's lender with any greater cure periods than given to Tenant under this Lease nor shall Landlord be obligated to execute any instrument that would subordinate Landlord's fee or leasehold interest in the Premises to the holder of any such leasehold mortgage.

14. Leasehold Financing. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the absolute right, at any time and from time to time, to mortgage the leasehold interest herein demised on such terms and conditions, as Tenant shall determine, and to enter into any and all extensions, modifications, amendments, replacements, and refinancings of any such leasehold mortgage as Tenant may desire. If Tenant, shall mortgage said leasehold interest, then, as long as any such leasehold mortgage shall remain unsatisfied of record, the following provisions shall apply, notwithstanding anything to the contrary contained in this Lease, and any pertinent provisions of this Lease shall be deemed to be amended and modified to the extent necessary so as to provide as follows:

A. If the holder of any mortgage on the said leasehold interest shall register with Landlord his or its name and address in writing, Landlord, on serving on Tenant any notice of default or any other notice pursuant to the provisions of, or with respect to, this Lease, shall at the same time serve a duplicate counterpart of such notice on the holder of the then existing mortgage on this leasehold interest by either Certified Mail, Return Receipt requested or nationally recognized courier service, addressed to said holder at the address registered with Landlord.

B. Such holder of the leasehold mortgage, if Tenant shall be in default hereunder, shall have the right, within the period and otherwise as herein provided, to remedy or cause to be remedied such default, and Landlord shall accept such performance by or at the instigation of such leasehold mortgage holder as if the same had been performed by Tenant. No default by Tenant in performing work required to be performed, acts to be done, or conditions to be remedied, shall be deemed to exist, if steps, in good faith, shall have been promptly commenced by Tenant or by said leasehold mortgage holder to rectify the same and prosecuted to completion with diligence and continuity.

C. Anything herein contained to the contrary notwithstanding, during such time as the leasehold mortgage remains unsatisfied of record, if an event or events shall occur which shall entitle Landlord to terminate this Lease, and if before the expiration of twenty (20) days after the date of service of notice of termination under this Lease such holder of the leasehold mortgage shall have paid to Landlord all rent and additional rent and other payments herein provided for then in default, and shall have complied or shall have commenced and thereafter diligently pursued completion of the work of complying with all the other requirements of this Lease, if any, then in default, then Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect, provided, however, that nothing herein contained shall in any way affect, diminish, or impair Landlord's right to terminate this Lease (if such default is not cured or commenced to be cured within said twenty (20) day period or in the process of being cured) or to enforce any other remedy in the event of the nonpayment of any such rent and additional rent thereafter payable by Tenant

or in case of any other subsequent default in the performance of any of the obligations of Tenant hereunder, in accordance with this Lease, subject, however, to all of the provisions of this Paragraph 14.

D. No holder of any leasehold mortgage shall be personally liable under this Lease unless and until such leasehold mortgage holder shall become the owner of the leasehold estate, and then only for as long as it remains such owner subject to the provisions of this Lease.

E. Whenever and wherever in this Lease the term "leasehold mortgage" has been used the same shall include the then holder of the leasehold mortgage thereof.

15. Casualty Insurance.

A. Tenant covenants that it will keep or cause to be kept the buildings and improvements on the Premises insured in a responsible and reputable insurance company or companies licensed to do business in the state in which the Premises are located against loss or damage by fire and such other hazards as are currently embraced in the standard extended coverage endorsement in the jurisdiction where the Premises are located, and in an amount equal to full replacement value of the buildings and improvements on the Premises.

B. All insurance policies carried or caused to be carried by Tenant shall be issued in the name of Tenant, Landlord, and the holders of the mortgages referred to in Paragraphs 13 and 14, as their respective interests may appear. Tenant shall have the right to make all adjustments of loss, and execute all proofs of loss in its name and/or in Landlord's name. The proceeds of such insurance in case of loss(es) shall, except as otherwise set forth herein, be payable to Tenant and used by Tenant for the purpose of restoring, rebuilding and/or repairing the damaged building and improvements (unless Tenant elects to terminate this Lease as provided in Paragraph 16 below).

C. If the insurance proceeds received are insufficient to restore, repair, or rebuild said buildings and improvements, Tenant covenants and agrees that it will pay the balance of the amount necessary to restore such buildings or improvements to restore to their former state or erect other buildings and improvements, provided the value thereof is at least equal to the value of the buildings and improvements immediately prior to such damage or destruction. Any excess of insurance proceeds over the cost of repairing or rebuilding shall belong to Tenant.

D. Any insurance policy or policies of Tenant shall designate, if Tenant elects, a co-insurance clause for any holders of mortgages which Tenant obtains. Tenant may maintain for its own account any insurance not required by this Lease or insurance required by this Lease with greater coverage in scope and amounts, and the proceeds thereof shall belong to Tenant.

E. Tenant or said holders of mortgages, in its discretion, may carry such insurance under a blanket fire and other hazards and causes insurance policy or policies issued to Tenant or said holders of mortgages covering the Premises and other premises or property. However, a certificate or true copy thereof evidencing said insurance shall be delivered to Landlord on Landlord's written request.

16. Damage or Destruction.

A. Should the whole or any part or parts of the buildings or improvements then on the Premises be partially or wholly damaged or destroyed by fire or other insured casualty after the Commencement Date, such destruction or damage shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, except as otherwise provided in this Lease. Tenant, at its own cost and expense, agrees to restore, rebuild or repair said buildings and improvements to a condition at least equal in value to the value immediately prior to a loss caused by fire or other insured casualty; provided, however, Tenant's plans to restore, rebuild, or repair shall be subject to Landlord's prior approval as stated in Paragraph 11, above. The foregoing notwithstanding, if any damage or destruction occurs to the Premises during the last year of the Initial Term or the last year of any Renewal Term and the cost to repair the damage exceeds One Hundred Thousand Dollars ($100,000.00), either Landlord or Tenant may terminate the Lease upon giving the other party thirty (30) days written notice; provided, however, that if Landlord notifies Tenant that it wishes to terminate the Lease,

then Tenant may, if it has not already done so, exercise its right to extend the Term of this Lease under Paragraph 2(B) whereupon Landlord's election to terminate shall be null and void.

B. If Tenant elects to terminate this Lease in accordance with the foregoing option, Tenant shall be under no duty to restore, rebuild or repair said buildings or improvements, but shall within thirty (30) days of terminating this Lease, raze any remaining buildings and improvements and remove all debris from the Premises. Should Tenant fail to fulfill its obligations to raze any remaining buildings and improvements and remove all debris from the Premises after having elected to terminate this Lease if permitted by this Paragraph, then Landlord shall notify Tenant in writing requesting Tenant to fulfill such obligation. If Tenant fails to fully complete such obligation within thirty (30) days from the date of Landlord's notice (or promptly commence within said thirty (30) day period and diligently pursue to completion such obligation if such obligation is not reasonably capable of being completed within said thirty (30) day period), then Landlord may, at its option, upon providing thirty (30) days advance written notice to Tenant, undertake to raze any remaining buildings and remove all debris from the Premises, and any expenses incurred by Landlord in undertaking such obligation of Tenant shall be reimbursed by Tenant within thirty (30) days after demand therefor, and any sums not so reimbursed shall be deemed additional rent under this Lease, unless within such thirty (30) day period after Landlord's notice electing to undertake such obligation of Tenant, Tenant undertakes to fulfill its obligation to raze any remaining buildings and remove all debris from the Premises as set forth in this Paragraph and diligently proceeds to complete such obligation.

17. Net Lease. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the Term of this Lease, the net annual rent, free of any charges, assessments impositions or deductions of any kind and without any abatement, deduction or set-off, other than as herein otherwise expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as herein otherwise expressly set forth.

18. Landlord's Right to Show Premises. Tenant shall permit Landlord or its authorized agents or representatives to show the Premises or any part thereof at reasonable times during business hours following twenty-four (24) hours advance notice to persons wishing to purchase the same (except that no notice shall be required in the event of an emergency; provided that such showing shall not unreasonably interfere with the business of Tenant or any of its subtenants, if any, then being conducted on the Premises. Tenant shall be responsible for notifying its subtenants, if any.

19. Default by Tenant; Landlord's Remedies Upon Default.

A. Each of the following shall be deemed a default and a breach of this Lease:

(i) A failure to pay the fixed rent reserved herein, or any other amount due Landlord hereunder, or any part thereof, for a period of five (5) business days after Tenant's receipt of written notice that said amount is past due;

(ii) A failure in the performance of any other covenant or condition of this Lease on the part of Tenant to be performed, which failure shall continue for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord; provided, however, if Landlord has provided notice to Tenant under this Paragraph 19(A)(ii) three times during any twelve (12) month period for the same or similar failure to perform, Landlord may declare Tenant in default for any subsequent violation or failure to comply with or perform any such term or condition immediately upon notice (with no further opportunity to cure).

(iii) The filing of a petition by or against Tenant for adjudication as a debtor within the meaning of Chapter 7 or Chapter 13 or other provisions of Title 11 of the United States Code (the "Bankruptcy Code"), as now or hereafter amended or supplemented, or for reorganization or arrangement within the meaning of Chapter 11 of the Bankruptcy Code, or the filing of any petition by or against Tenant under any future bankruptcy act for the same or similar relief;

(iv) The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of Tenant, whether instituted by or against Tenant or for the appointment of a receiver or trustee of the property of Tenant;

(v) The taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution, rehabilitation, reorganization or liquidation of Tenant; the levying by any governmental officer upon Tenant's leasehold estate or if Tenant's leasehold estate is attempted to be sold under any execution or process of law; or

(vi) The making by Tenant of any assignment for the benefit of creditors.

B. For the purpose of Paragraph 19(A)(ii) above, no failure on the part of Tenant in the performance of work required to be performed or acts to be done or conditions to be modified shall be deemed to exist if steps shall have, in good faith, been commenced promptly by Tenant to rectify the same within the thirty-day period described above, and shall be prosecuted to completion with diligence and continuity. For the purpose of Paragraph 19(A)(iii)-(vi) above, if any such occurrence is involuntary on the part of Tenant, the event in question shall not be deemed a default within the meaning of this Lease if it is dismissed or vacated by Tenant within forty-five (45) days thereof.

C. In the event of any such default by Tenant beyond expiration of all applicable notice and cure periods, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(i) Landlord may, pursuant to written notice thereof to Tenant, immediately terminate this Lease (provided, however, with respect to a Tenant default pursuant to Paragraph 19(A)(i) above, Landlord's right to terminate by written notice shall only be applicable if Tenant fails to comply with Paragraph 19(A)(i) two (2) or more times in any twenty-four (24) month period) and, peaceably or pursuant to summary dispossession proceedings or other appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account without being liable for any damages therefor, and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all Rent due or in existence at the time of such termination, including, without limitation, (a) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (b) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (c) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, reasonable attorneys' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

(ii) Landlord may, pursuant to any prior notice required by law, and without terminating this Lease, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to relet the same or any part or parts thereof and relet or attempt to relet the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Term), at such rents and upon such other terms and conditions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to relet the Premises, Landlord shall at its sole discretion determine the terms and conditions of any new lease or sublease and whether or not a particular proposed new tenant or sublessee is acceptable to Landlord. Upon any such reletting, all rents received by Landlord from such reletting shall be applied, (a) first, to the payment of all costs and expenses of recovering possession of the Premises, (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees, reasonable attorneys' fees and the cost of any alterations and repairs reasonably required for such reletting; (c) third, to the payment of any

indebtedness, other than Rent, due hereunder from Tenant to Landlord, (d) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rents as the same may become due and payable hereunder. If the rents received from such reletting during any period shall be less than that required to be paid during that period by Tenant hereunder, Tenant shall promptly pay any such deficiency to Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent shall otherwise become due under this Lease, or, at the option of Landlord, at the end of the Term. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease.

(iii) Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder either: (a) as they become due under this Lease, taking into account that Tenant's right and option to pay the Rent hereunder on a monthly basis in any particular lease year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Lease, or (b) at Landlord's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then-remaining unexpired balance of the Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord hereunder, including, without limitation, damages for breach or default of Tenant's obligations hereunder in existence at the time of such acceleration, in which event Tenant shall pay to Landlord an amount equal to the then net present value (at an interest rate of 6%) of the amount by which such accelerated rent and charges exceed the fair market rent for the Premises for the balance of the term. Landlord may then proceed to recover and collect all such unpaid Rent and other sums so sued for from Tenant by distress, levy, execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Landlord under this Paragraph 19(C)(iii), Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

D. In addition to the remedies specified and enumerated above, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve Landlord's right or the interest of Landlord in the Premises and in this Lease, even before the expiration of any notice periods provided for in this Lease, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of Landlord in this Lease and in the Premises.

E. The rights and remedies provided and available to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other. The terms of this Paragraph 19 shall survive the expiration or termination of this Lease.

F. If Landlord violates any term or condition to be observed by Landlord, or fails in the performance of any other covenant or condition of this Lease on the part of Landlord to be performed, for a period of sixty (60) days after notice thereof from Tenant specifically describing such violation or failure, or when more than sixty (60) days shall be required because of the nature of the violation or failure, if Landlord fails to proceed diligently to cure such violation or failure after notice thereof from Tenant, then said violation or failure shall constitute a default by Landlord under this Lease and Tenant, at its option, may, to the extent permitted by the laws of the jurisdiction in which the Premises is located bring an action against Landlord, at law or in equity, arising out of such default and otherwise pursue all of its rights and remedies at law and in equity.

G. The liability of Landlord to Tenant (or any person or entity claiming by, through, or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises or the Common Area of the Shopping Center shall be limited to Tenant's actual direct damages and shall specifically exclude all consequential, special, and punitive damages. If Tenant is awarded a money judgment against Landlord as a result of Landlord's default: (a) Tenant's sole and exclusive remedy for satisfaction of such judgment shall be limited to execution against the Premises and the Shopping Center; and (b) no other real, personal or mixed property of Landlord, wherever located, shall be subject to levy on any judgment obtained against Landlord; and (c) Landlord's default shall not constitute consent by Landlord for Tenant to perform or observe, at Landlord's expense, such terms, covenants or conditions on Landlord's part to be performed or observed under this Lease. Notwithstanding anything in this Lease to the contrary, no member, general or limited partner of the Landlord, or any member, general or limited partner of any member/partner of Landlord, or any shareholder of any corporate partner of any partner of the Landlord, or any other holder of any equity interest in Landlord, or in any entity comprising the Landlord or its partners, shall be personally liable with respect to any of the terms, covenants, conditions and provisions of this Lease, or the performance of Landlord's obligations under this Lease. Additionally, Tenant hereby waives any statutory lien given Tenant under applicable law.

20. Alterations. Subject to the provisions of Paragraph 11 of this Lease, Tenant shall have the right, at all times during the continuance of this Lease and at its own cost and expense, to make such changes, improvements, alterations and additions to the Premises, erect such building and/or improvements thereon, thereunder or thereafter as Tenant may desire and demolish any building, improvement, and/or structures that are now situated thereon or that may hereafter be erected. Notwithstanding the foregoing provision to the contrary, after the completion of Tenant's Work, Tenant covenants and agrees not to make any alteration, addition, substitution, replacement, modification or change to any buildings or improvements on the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, which would: (i) increase the size of any building constructed on the Premises; (ii) result in a substantial change to the architectural style of the exterior of any buildings constructed on the Premises; (iii) materially alter the parking and/or ingress and egress patterns to and from the Premises; or (iv) materially alter the lighting intensity level of the portions of the Premises used for parking. Tenant shall submit to Landlord for its approval plans and specifications for any changes, improvements, alterations or additions to the Premises, which pursuant to the terms of this Paragraph require Landlord's consent, and Landlord agrees to notify Tenant within forty-five (45) days of its receipt of such plans and specifications whether or not it approves of such changes, improvements, alterations or additions. Should Landlord fail to respond to Tenant within forty-five (45) days of its receipt of the plans and specifications referred to in the immediately preceding sentence, said plans and specifications shall be deemed approved. Landlord agrees to reasonably cooperate with Tenant, without expense to Landlord, in securing such permits as may be necessary to accomplish any of the work under the provisions of this Lease relating to construction, alterations, and/or building to be constructed. Tenant agrees to replace, restore, and rebuild any building and improvements demolished by Tenant, or, at Tenant's option, to construct new building and improvements whose value shall be at least equal to the building and improvements prior to such demolition.

21. Condemnation.

A. If the entire Premises shall be taken by the exercise of the right of eminent domain for any public or quasi-public improvement or use, this Lease and the Term hereby granted shall then expire, on the date when title to the Premises shall vest in the appropriate authority or on the date when any possession is required to be surrendered, whichever is later.

B. If (i) so substantial a portion of the Premises or any building or improvements shall be so taken as to make same unusable in Tenant's reasonable opinion for the Permitted Use; or (ii) there is a permanent deprivation of access to certain streets or highways, then Tenant shall have the right to terminate this Lease on thirty (30) days written notice to Landlord to be given after the date when title to the portion so taken shall vest in the appropriate authority or, at Tenant's option, on the date physical possession is required to be surrendered.

C. Upon such entire or partial taking, Landlord shall be entitled to the entire award for the value of the land as though Tenant had acquired no rights pursuant to this Lease, provided Tenant shall be entitled to make a separate claim against the condemning authority for any business losses which may be reasonable, which for purposes of this Lease shall be deemed to include Tenant's unamortized cost of constructing the improvements located on the Premises and any moving and relocation expenses. Rent shall be apportioned and adjusted and advance rent shall be apportioned to the date title vests in the condemnor, or the date possession is required to be surrendered, whichever is later.

D. If Tenant does not terminate this Lease as provided in this Paragraph, then this Lease shall not terminate, but the rental for the land constituting the Premises shall be reduced in proportion to the amount of land taken (in some instances, to the amount of building taken) and Tenant shall make such repairs or construction at its own cost and expense and any awards shall be paid to Tenant for such purpose.

22. Interest on Past Due Obligations. Tenant acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if Tenant fails to make any payment of any sum or amount to be paid by Tenant hereunder within ten (10) days of the date such payment is due and payable, then Tenant shall pay to Landlord an administrative late charge of five percent (5%) of the amount of such payment on the first occurrence, and ten percent (10%) of the amount of such payment for any occurrence thereafter. In addition, all such past due payment shall bear interest at twelve percent (12%) per annum (or the maximum interest rate then allowable under the laws of the State in which the Premises is located, if such percentage is then disallowed under the laws of the State in which the Premises is located) from the due date until paid, unless otherwise specifically provided herein. The parties agree that such administrative late charge and late payment interest represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge and late payment interest by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

23. Effect of Unavoidable Delays. The provisions of this Paragraph shall apply in the event of any: (i) strike, lockout, or labor dispute affecting the Premises or any portion thereof; (ii) inability to obtain labor or materials or reasonable substitutes therefor; or (iii) acts of God, governmental restrictions, regulations, or controls; enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty, or other conditions beyond the control of Tenant. If Tenant shall, as the result of any such event, fail punctually to perform any Lease obligation other than Tenant's obligations to pay fixed rent or other monetary payments under this Lease, then such obligation shall be punctually performed as soon as practicable after such event shall abate. If Tenant, as a result of any such event, shall be unable to exercise any right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event, provided that within thirty (30) days after the happening of any event for which Tenant shall be entitled to an extension hereunder, Tenant shall send to Landlord written notice describing such event.

24. Estoppel Certificates.

A. Landlord shall, at no out-of-pocket expense, at any time and from time to time, within thirty (30) days after request by Tenant, certify by written instrument which Landlord shall duly execute and acknowledge in recordable form and deliver to Tenant, or any mortgagees selected by Tenant, or any assignee of any mortgagee or purchaser, or any proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Tenant: (i) that this Lease

is unmodified and in full force and effect, (or, if there has been a modification, that the same is in full force and effect as modified and stating the modification); (ii) the dates, if any, to which the basic rent and additional rent, impositions, and other charges hereunder have been paid in advance; (iii) whether Tenant is in default in the performance of any covenant, condition or agreement on Tenant's part to be performed and the nature of Tenant's default, if any; and (iv) such other pertinent information as Tenant or the holder of a mortgage described in Paragraph 13 or 14 hereof may request.

B. Tenant shall, without charge at any time and from time to time, within twenty (20) days after request by Landlord, certify by written instrument, duly executed and acknowledged in recordable form and deliver same to Landlord: (i) that this Lease is unmodified and in full force and effect, (or if there has been a modification that the modification is in full force and effect and stating the modification); (ii) the dates to which the basic rent, additional rent, taxes, insurance, and other charges hereunder have been paid; (iii) whether Landlord is in default in the performance of any covenants, terms, and conditions on Landlord's part to be performed and the nature of Landlord's default, if any; and (iv) such other information as Landlord may request.

25. Conditions. This Lease and the rights and obligations of Landlord and Tenant hereunder are expressly contingent upon the satisfaction of the following conditions each of which may be referred to as a "Condition":

A. Inspection Condition

(i) *Inspections*. Tenant may, at its option, conduct site inspections and obtain borings, hydrologic, soils and other pre-development studies, analyses and/or tests undertaken by Tenant's agents, employees, and/or contractors (collectively, the "Inspections"), all at Tenant's sole cost and expense. Such Inspections may include Phase I and/or Phase II environmental surveys of the Premises (collectively, the "Environmental Tests"). Tenant shall comply with all applicable laws, ordinances, rules, regulations and orders in connection with the Inspections. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, claims, demands, losses, damages, actions or causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs) imposed upon or incurred by or asserted against Landlord by reason of, or directly related to, the Inspections and activities of Tenant and its agents, employees, and/or contractors on the Premises during the Inspection Period. The foregoing indemnity obligation shall survive the expiration or termination of this Lease.

(ii) *Inspection Period.* Tenant shall have sixty (60) days after the Effective Date of this Lease (the "Inspection Period") in which to satisfy itself as to its Inspections. If Tenant is not satisfied with the results of its Inspections in any way and for any reason, Tenant may terminate this Lease by providing written notice to Landlord prior to the expiration of the Inspection Period, and upon such termination, both parties shall be relieved from any obligations and/or liabilities hereunder and all payments made hereunder by Tenant in advance shall be refunded to Tenant. Tenant may obtain one (1) extension of the Inspection Period for thirty (30) days by providing notice to Landlord prior to the expiration of the Inspection Period and depositing with Landlord ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) (the "Inspection Extension Fee"). The Inspection Extension Fee shall be immediately non-refundable, but shall be applied to the Base Rent commencing on the Commencement Date until fully recouped if the Lease is not terminated. Should Tenant fail to terminate this Lease prior to the expiration of the Inspection Period, as extended if applicable, then the Inspections shall be deemed satisfactory to Tenant. If Tenant terminates this Lease as provided for in this Paragraph, then Tenant shall promptly restore the Premises to the condition as it existed on the Effective Date, normal wear and tear excepted, both parties shall be relieved from any obligations and/or liabilities hereunder, and payments made hereunder by Tenant in advance shall be refunded to Tenant (except as to any Inspection Extension Fee and/or any Permitting Extension Fee). In the event Tenant terminates this Lease, Tenant shall furnish to Landlord copies of its

Environmental Tests and/or other information and reports obtained by Tenant in connection with its Inspections.

B. Title and Survey Condition. Tenant may, at its option, obtain a current certified survey of the Premises (the "Survey") made and prepared by a reputable and competent licensed surveyor. In addition, Tenant shall have the right to order a title commitment (the "Title Commitment") covering the Premises, which Title Commitment shall list all title exceptions affecting the Premises. Within the Inspection Period, Tenant may give Landlord written notice that title to the Premises is not acceptable, which notice shall include a detailed explanation of what Landlord needs to address to render title acceptable to Tenant; provided, however, such notice shall be accompanied by a copy of the Title Commitment together with legible copies of all supporting documents. Such written notice, Title Commitment and supporting documents are hereinafter collectively referred to as the "Title Objection Materials." If these conditions are not met and all or some of the Title Objection Materials are not delivered within the Inspection Period, then Tenant shall be deemed to have waived its objections based on this Paragraph, and title to the Premises shall be deemed acceptable. If Tenant timely delivers the Title Objection Materials to Landlord, then Landlord shall have a period of time not to exceed sixty (60) days ("Title Cure Period") from its receipt of the Title Objection Materials to remove the title defects and encumbrances, at Landlord's sole option and expense. Landlord shall provide written notice to Tenant of its decision not to remove a defect or encumbrance and/or evidence of its cure within the Title Cure Period. If Landlord has cured all defects or encumbrances noted by Tenant within the Title Cure Period, title to the Premises shall be deemed acceptable; provided, however, if Landlord has decided not to cure, within ten (10) days of its notice of such decision, Tenant shall in writing either accept the Premises "as is" or terminate this Lease and both parties shall be relieved from any obligations and/or liabilities hereunder, and all deposits and payments made hereunder by Tenant in advance (except as to any Inspection Extension Fee and/or any Permitting Extension Fee) shall be refunded to Tenant. If Tenant fails to respond within the required 10-day time period, Tenant shall be deemed to have accepted title to the Premises in its "as is" condition.

C. Permits Condition. This Lease and the rights and obligations of Landlord and Tenant hereunder are expressly contingent upon Tenant's ability to obtain all permits, licenses, variances and approvals (including approval of Tenant's site plan) pertaining to the building, occupancy, signs, zoning (including any rezoning), and any other governmental permits or approvals (collectively, the "Permits") that are necessary to allow Tenant to construct improvements and operate the Permitted Use upon the Premises (the "Permits Condition"). Tenant shall have a period of ninety (90) days after the expiration of the Inspection Period within which to satisfy the Permits Condition (the "Permitting Period"). Tenant may obtain two (2) extensions of the Permitting Period of thirty (30) days each (each a "Permitting Period Extension"), which extension periods shall automatically occur unless Tenant elects to terminate prior to the end of the Permitting Period. In consideration for a Permitting Period Extension, Tenant shall deposit with Landlord TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00) on or before the date that a Permitting Period Extension commences (the "Permitting Extension Fee"). Each Permitting Extension Fee shall immediately be non-refundable but shall be applied to the Base Rent commencing on the Commencement Date until fully recouped if the Lease is not terminated. Tenant shall use commercially reasonable due diligence to obtain the Permits during the Permitting Period. Landlord shall execute any applications or other documents reasonably requested by Tenant in order to obtain any Permits, at no out-of-pocket expense, or the acceptance of additional liability or obligation by, Landlord. If Tenant is unable to satisfy the Permits Condition prior to the expiration of the Permitting Period, as extended if applicable, or a Permit is denied, then by providing written notice to Landlord on or before the expiration of the Permitting Period, Tenant may terminate this Lease and both parties shall be relieved from any obligations and/or liabilities hereunder, and payments made hereunder by Tenant in advance shall be refunded to Tenant (except as to any Inspection Extension Fee and/or any Permitting Extension Fee). Should Tenant fail to terminate this Lease as provided herein for a failure to obtain the Permits, then the Permits Condition shall be deemed satisfied. Notwithstanding the foregoing to the contrary, this Lease cannot be terminated pursuant to this Paragraph if the governmental body's failure to grant Permits is based on an aesthetic standard ("Aesthetic Standard"), unless such Aesthetic Standard is dissimilar to or inconsistent with Tenant's stores operated by Tenant in the state which the Premises is located. For example, this Lease may not be terminated based on the governmental body (or bodies) at issue requiring a particular façade or architecture style, regardless of whether such façade or architecture style is typical for Tenant's business or unacceptable to Tenant or Tenant's franchisor; provided, however any modifications to Tenant's trade color or trade dress (e.g., Express Oil Change logos) shall be a basis for Tenant to terminate this Lease pursuant to this Paragraph.

26. Initialed Exhibits. Any and all exhibits, schedules, and plans annexed to this Lease have been initialed by the parties hereto for the purposes of identification.

27. Lease of the Premises "As Is". Except as otherwise specifically set forth in this Lease, the lease of the Premises hereunder is made on an "as is" basis with all faults and without representations or warranties of any kind or nature, express, implied, or otherwise, including but not limited to, any representation or warranty concerning the physical condition of the Premises or any part thereof. Tenant shall complete all inspections or examinations relating to the Premises prior to the end of the Inspection Period and will lease the same in the condition found to exist, without warranty or representation on the part of Landlord, as aforesaid.

28. Right to Use Easements. Landlord grants Tenant the right to utilize and enjoy those certain ingress and egress, storm water drainage, and utility easements granted in favor of the Premises (if any) which are of record and expressly run to the benefit of the Premises.

29. Compliance with Environmental Laws.

A. For the purposes of this Lease, the term "Hazardous Substances" shall mean any and all toxic, dangerous, or hazardous substances, chemicals, materials, waste or pollutants of any kind or nature (including, without limitation, asbestos, lead-based paint, radon, oil, gasoline, and petroleum based substances), which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, or ordinance currently in existence or hereafter enacted or rendered. For the purposes of this Lease, the term "Environmental Laws" shall mean any and all federal, state or local law, decision, statute, rule, or ordinance currently in existence or hereafter enacted or rendered pertaining to Hazardous Substances or the protection of human health and/or the environment.

B. Tenant agrees that it shall not use or store in violation of any Environmental Laws, and shall not discharge, dump, or spill, or store, any Hazardous Substances on or about the Premises or the adjacent shopping center during the Term. If any Hazardous Substances are discharged, dumped, spilled, or otherwise released in any manner by Tenant, its agents or employees on or about the Premises or the adjacent shopping center, Tenant shall commence all necessary remediation work within fifteen (15) days of it obtaining knowledge of such issue. If Tenant fails to commence the remediation efforts as set forth herein, Landlord may elect to commence such remediation efforts. All costs of removal incurred by, all liability imposed upon, or damages suffered by, Landlord, shall be borne by Tenant, which costs, liability, and damages Tenant shall pay Landlord within twenty (20) days of receipt of a properly documented invoice from Landlord. If Tenant fails to reimburse Landlord for such costs, liability, and damages as set forth above, Landlord shall have the right, at its election, to immediately take any appropriate legal action and to immediately terminate this Lease pursuant to the default provisions herein without waiving Landlord's rights to damages for Tenant's failure to perform such work. The provisions of this Paragraph to the contrary notwithstanding, Landlord shall not be obligated to perform such environmental remediation and shall not be liable to Tenant for not performing such work. The rights granted to Landlord herein shall be in furtherance, and not in limitation of any other rights Landlord may have pursuant to this Lease, at law, or in equity. Tenant agrees to indemnify, defend, and hold Landlord harmless from any loss or claim for damages occasioned as a result of Tenant's violation of the terms of this Paragraph.

C. Landlord shall have the right at any time to conduct environmental studies, tests, and inspections at the Premises to verify Tenant's compliance with this Paragraph. If Landlord believes Tenant may not be in compliance with Environmental Laws, Landlord may require Tenant to promptly correct or rectify, at Tenant's expense, any failure to comply with Environmental Laws. Landlord shall use reasonable efforts to give Tenant four (4) days prior written notice of the performance of such environmental studies, tests, and inspections, except that in the event of an emergency, no advance notice shall be required, provided that Tenant shall be responsible for notifying its subtenants, if any. Whenever entering the Premises to conduct such environmental studies, tests, and inspections, Landlord, its agents, employees and/or contractors shall make reasonable efforts to identify themselves to Tenant's representatives upon entering the Premises and shall not, in any way, materially interrupt or interfere with Tenant's use of the Premises.

D. Landlord shall protect, indemnify and hold harmless Tenant and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost,

expense or liability (including reasonable attorneys' fees) directly or indirectly related to: (i) a violation of Environmental Laws by Landlord or Landlord's agents, contractors or employees use, manufacture, storage, release or disposal of a Hazardous Substance on the Premises or in the Shopping Center; (ii) any Hazardous Substances predating the Effective Date of this Lease, and (iii) a breach by Landlord of any representation, warranty, covenant or agreement contained in this Paragraph. This indemnity shall survive the termination of this Lease. In the event of any governmental or court order concerning Hazardous Substances on the Premises due to a condition not caused by Tenant or Tenant's agent, contractors or employees, Tenant may supply documentation indicating a material adverse impact to Tenant's operation of its business on the Premises. Only in the event that such material adverse impact is solely related to the governmental or court order concerning Hazardous Materials, the following terms shall apply: Landlord shall have sixty (60) days to resolve the material adverse impact; if the material adverse impact is not resolved and it continues to preclude Tenant from reasonable operation of its business on the Premises, Tenant may cease operating and the Rent and all other charges shall be abated until (i) the applicable governmental or court order is resolved or (ii) one (1) year from such sixty (60) day period, whichever occurs first. If such governmental or court order has not been resolved upon the expiration of these timeframes, Tenant shall have the right to terminate this lease following thirty (30) days written notice to Landlord. If Tenant does not terminate, Rent shall resume to the then current amount as agreed upon in the Lease

Landlord's and Tenant's obligations and liabilities under this Paragraph shall survive the expiration or termination of this Lease.

30. Signs. Landlord hereby approves Tenant's initial prototypical signage attached hereto as **Exhibit E**. Thereafter, for any other signage, Tenant may – without cost or expense to Landlord, and subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, of the style, design, aesthetics, size and location – place or permit to be placed signs in, on or about the Premises and any buildings now or hereafter thereon, excluding the roof of any such buildings, and to remove them or permit them to be removed, provided the same is done in full compliance with all requirements of laws pertaining thereto. Prior to erecting any such pylon or monument sign, Tenant shall submit a proposed scaled color drawing of such sign to Landlord for its approval. If Landlord fails to approve such sign drawing within thirty (30) days after receipt of same, such sign drawing shall be deemed approved. Landlord hereby agrees to execute any applications and consents that are required by governmental authorities, provided that no such applications or consents shall impose any liability on Landlord by virtue of the erection or maintenance of any of said signs. Tenant covenants and agrees to indemnify, defend, and save Landlord harmless from any damages or injuries that may be sustained by anyone by reason thereof. In no event shall Landlord be obligated to alter, reduce or modify any of its signage in order to permit Tenant to erect any signage on the Premises. Notwithstanding anything in the foregoing, Tenant's signage shall at no time diminish or detrimentally affect Landlord's current or future signage.

31. Ownership of Improvements. Except as stated in Paragraph 40, below, Tenant shall own and have the right to take the depreciation deductions under the tax laws for any buildings and improvements heretofore or hereafter erected on the Premises.

32. Waiver of Subrogation. Landlord and Tenant hereby mutually waive all rights and claims against each other and against the holders of the mortgages described in Paragraphs 13 and 14 hereof for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. Landlord and Tenant hereby agree that their respective insurance policies are now, or shall be prior to the Commencement Date, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

33. Holdover. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Term or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent payable under this Lease by such tenant at sufferance shall be one hundred twenty-five percent (125%) of the rate or rates in effect immediately prior to the expiration of the Term or earlier termination of this Lease and ninety (90) days after Lease expiration shall increase to one hundred fifty percent (150%) of the rate or rates in effect immediately prior to the expiration of the Term or earlier termination of this Lease. Additionally if Tenant holds over for more than thirty (30 days) from the expiration or termination date, then Tenant shall be liable to Landlord for all of Landlord's actual and consequential damages resulting directly or indirectly from Tenant's failure to

surrender the Premises to Landlord in accordance with the terms of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

34. Partial Invalidity. If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. Notices. Any notice required or permitted to be given under this Lease must be given only by one of the following: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) reputable overnight courier service which provides written evidence of delivery, or (c) personal delivery; and addressed as follows:

If for payment of Rent:	Publix Super Markets, Inc. P.O. Box 32010 Lakeland, Florida 33802-2010
If Notice to Landlord:	Publix Super Markets, Inc. P.O. Box 407 Lakeland, Florida 33802-0407 Attention: Vice President of Real Estate Assets
If Notice to Landlord by Overnight Courier	Publix Super Markets, Inc. 3300 Publix Corporate Parkway Lakeland, Florida 33811 Attn: Vice President Real Estate Assets
To Tenant:	Express Oil Change, L.L.C. 1880 Southpark Drive Birmingham, Alabama 35244 Attention: R. Kent Feazell
	Express Oil Change, L.L.C. 358 Saw Mill River Road Millwood, New York 10546 Attention: Real Estate/Lease Administration
with a copy to:	Bullard Law Group, PLLC 201 Old Country Road, Suite 120 Melville, New York 11747 Attn: Edward J. Bullard Jr., Esq. Email: ebullard@bullardpllc.com

Any party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Paragraph, but notice of change of address is effective only upon receipt.

36. Binding on Successors and Assigns. Except as otherwise provided in this Lease, all covenants, agreements, provisions, and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns. No modification or termination of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

37. Broker. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation,

negotiation or consummation of the business and real estate transaction reflected in this Lease, other than Crossman and Company ("Landlord's Broker"), to which a commission will be paid by Landlord, pursuant to a separate agreement and Savannah Commercial Real Estate ("Tenant's Broker"), with which Landlord's Broker will share its commission pursuant to a separate agreement. Each party hereby agrees to indemnify, defend, and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder other than their respective Brokers resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

38. No Merger. Notwithstanding any provision of this Lease to the contrary, if at any time or times during the Term of this Lease or any renewals or extensions thereof, Landlord and Tenant shall be the same person, party, or entity, Landlord's and Tenant's interests shall remain separate and distinct, and shall not be merged into one estate, so as to cancel, terminate, or extinguish this Lease by law or otherwise.

39. Captions. The captions of the Paragraphs of this instrument are solely for convenience and shall not be deemed a part of this instrument for the purpose of construing the meaning thereof, or for any other purpose.

40. Surrender. Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises and all buildings and improvements thereon, in good condition and repair, or at the option of Landlord, and at Tenant's sole cost and expense, Tenant shall remove all or a portion of the buildings and improvements from the Premises and return the Premises free and clear of all debris. In any case, Tenant shall have the right as part of such surrender to de-identify the Premises and to remove all modular components, equipment and proprietary features it deems reasonably appropriate. Tenant's obligations and liabilities under this Paragraph shall survive the expiration or termination of this Lease.

41. Quiet Enjoyment. Landlord agrees, covenants, and warrants that as long as Tenant faithfully performs the agreements, terms, covenants, and conditions of this Lease within the grace periods and extended periods for any unavoidable delays, Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the Term and extensions thereof hereby granted without molestation or disturbance by or from Landlord and free of any and all encumbrances created or suffered by Landlord.

42. No Waiver. No waiver of any covenant or condition contained in this Lease, or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

43. Interpretation; Venue. This Lease shall be construed in accordance with the law of the State of Georgia. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The neuter gender includes the masculine and the feminine. All references to "days" contained herein are references to calendar days, unless otherwise specified and are based on the seven (7) day week including holidays. If specific performance is due on a day which is a legal holiday or weekend, performance shall be postponed to the next business day. Landlord and Tenant agree that any legal proceedings with respect to the enforcement or interpretation of this Lease or with respect to the Premises shall be brought in the circuit court of the county in which the Premises are located, and Landlord and Tenant hereby submit to the jurisdiction of such court.

44. Cost of Litigation. In the event of any litigation between the parties hereto for the enforcement or interpretation of any provisions herein, the prevailing party shall be entitled to recover from the other party its costs of such litigation including reasonable attorney's fees and costs, whether at the trial level or on appeal.

45. Radon Gas. (Intentionally omitted)

46. Deposit. As security for the performance of all of the terms and conditions of this Lease to be performed by Tenant prior to the Commencement Date, Tenant has deposited with Landlord a good faith deposit in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00), the receipt of which is hereby acknowledged by Landlord.

The deposit shall be non-refundable to Tenant upon the expiration of the Permitting Period but, so long as Tenant is not then in default of this Lease, shall be applied to the Base Rent commencing on the first day of the second lease year of this Lease until fully recouped.

47. Release of Landlord on Sale. If Landlord transfers the Premises by sale or exchange, such sale or exchange shall be expressly made subject to this Lease. Upon such transfer, the transferring Landlord shall be released by Tenant from all its responsibilities as Landlord which accrue after the date of such transfer. Upon request by the successor Landlord, Tenant shall attorn to the successor Landlord if the successor agrees in writing that Tenant's rights under this Lease shall be recognized and not disturbed so long as Tenant is not in default.

48. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Premises described above and this Lease may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.

[SIGNATURES APPEAR ON THE FOLLOWING TWO PAGES]

LANDLORD:

PUBLIX SUPER MARKETS, INC.
a Florida corporation

By: _____
William W. Rayburn, IV
Vice President of Real Estate Assets

Witness #1:
Witness Signature: _____
Witness Name (Print): Lacei O'Riley

Witness #2:
Witness Signature: _____
Witness Name (Print): Makenzie Tritton

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1st day of October, 2023, by William W. Rayburn, IV, Vice President of Real Estate Assets of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced a _____ as identification.

(NOTARY SEAL)

VICKI BREKKE
Commission # HH 072020
Expires December 26, 2024
Bonded Thru Budget Notary Services

_____
Printed/typed name: Vicki Brekke
Notary Public-State of Florida
My commission expires: _____
Commission number: _____

[TENANT'S SIGNATURE APPEARS ON THE NEXT PAGE]

TENANT:

EXPRESS OIL CHANGE, LLC
a Delaware limited liability company

By: _____
R. Kent Feazell
As Executive Vice President

Witness #1:
Witness Signature: Wendy M. Martin
Witness Name (Print): Wendy M Martin

Witness #2:
Witness Signature: Tammy L. Strong
Witness Name (Print): Tammy L Strong

STATE OF Alabama
COUNTY OF Shelby

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 29th day of September, 2023, by R. KENT FEAZELL, as Executive Vice President of EXPRESS OIL CHANGE, LLC, a Delaware limited liability company, on behalf of the limited liability company. Such person ☑ is personally known to me or ☐ produced _____ as identification *(check appropriate box)*.

(NOTARY SEAL)

BRENNA CLECKLEY
MY COMMISSION EXPIRES
MAY 3, 2025
NOTARY PUBLIC
STATE OF ALABAMA

Notary Signature: Brenna Cleckley
Printed/typed name: Brenna Cleckley
Notary Public-State of: Alabama
My commission expires: May 3, 2025
Commission number: _____

Exhibit A

Legal Description

If no legal description is attached hereto, the parties agree that the land intended to be leased hereby shall be that area of land roughly depicted as **"Outparcel #2"** on the Shopping Center Site Plan attached to the Lease as **Exhibit B**. The parties further agree that they shall come to agreement on a metes and bounds legal description for the Premises prior to expiration of the Inspection Period. Prior to the expiration of the Permitting Period, the parties shall incorporate such legal description herein via written amendment to the Lease.

WWR

Exhibit B

Shopping Center Site Plan

(Note that this site plan is not to scale, and is for general location and identification purposes only. Parcel boundaries pertaining to subject property shall be determined by reference to legal description, which shall supersede any visual depiction provided below.)

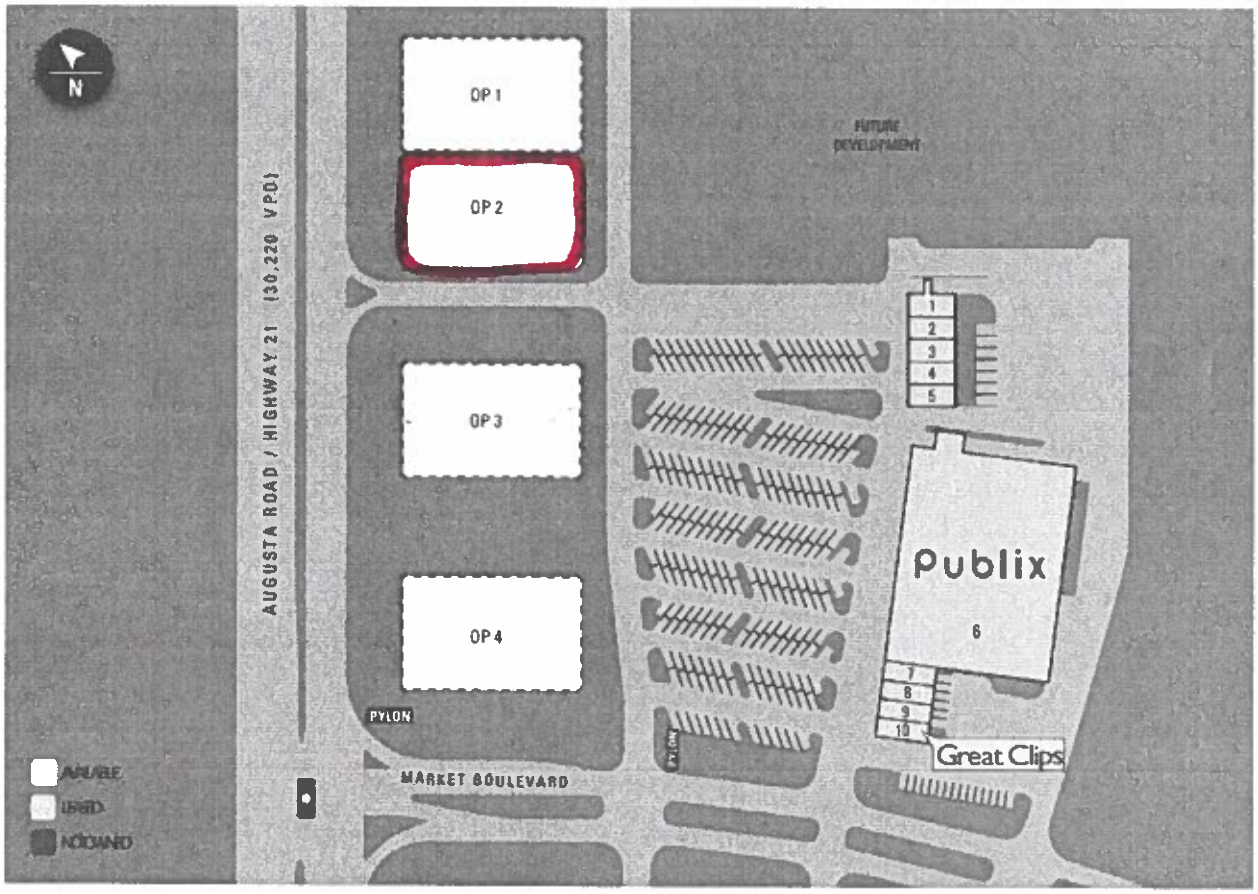
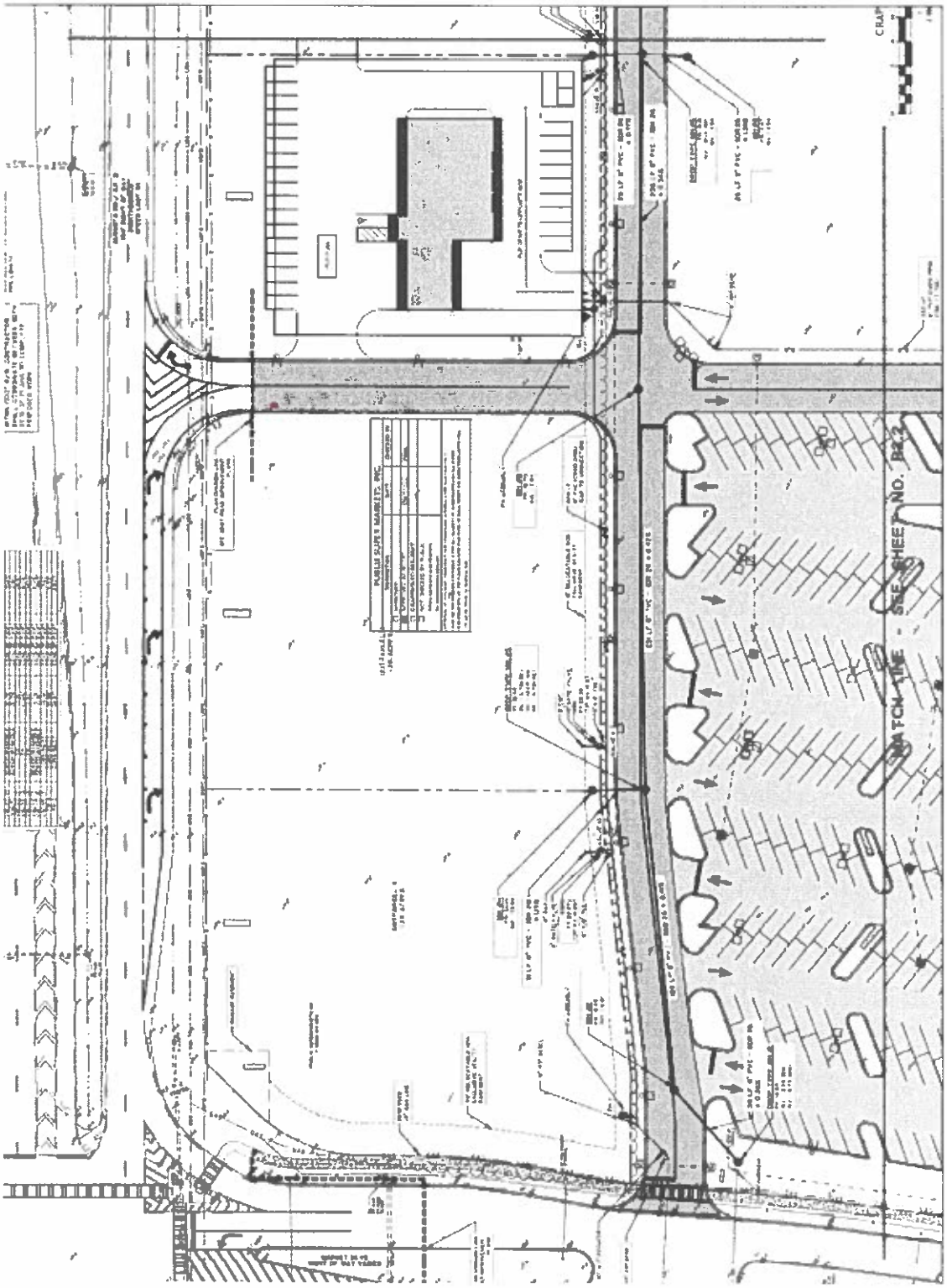


Exhibit C

Omitted

Exhibit D

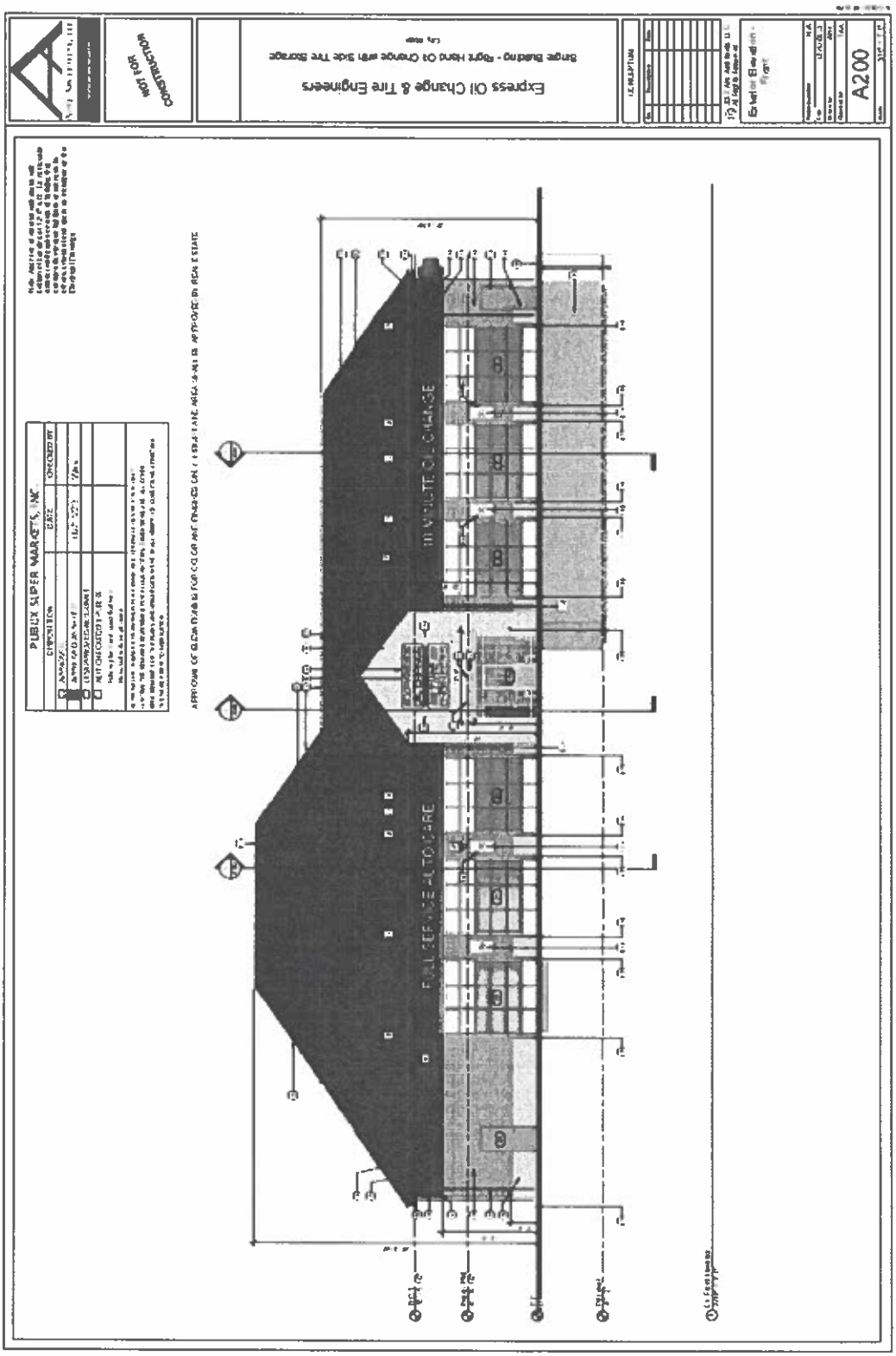
Tenant's Conceptual Plan and Elevation



WWR

Exhibit D

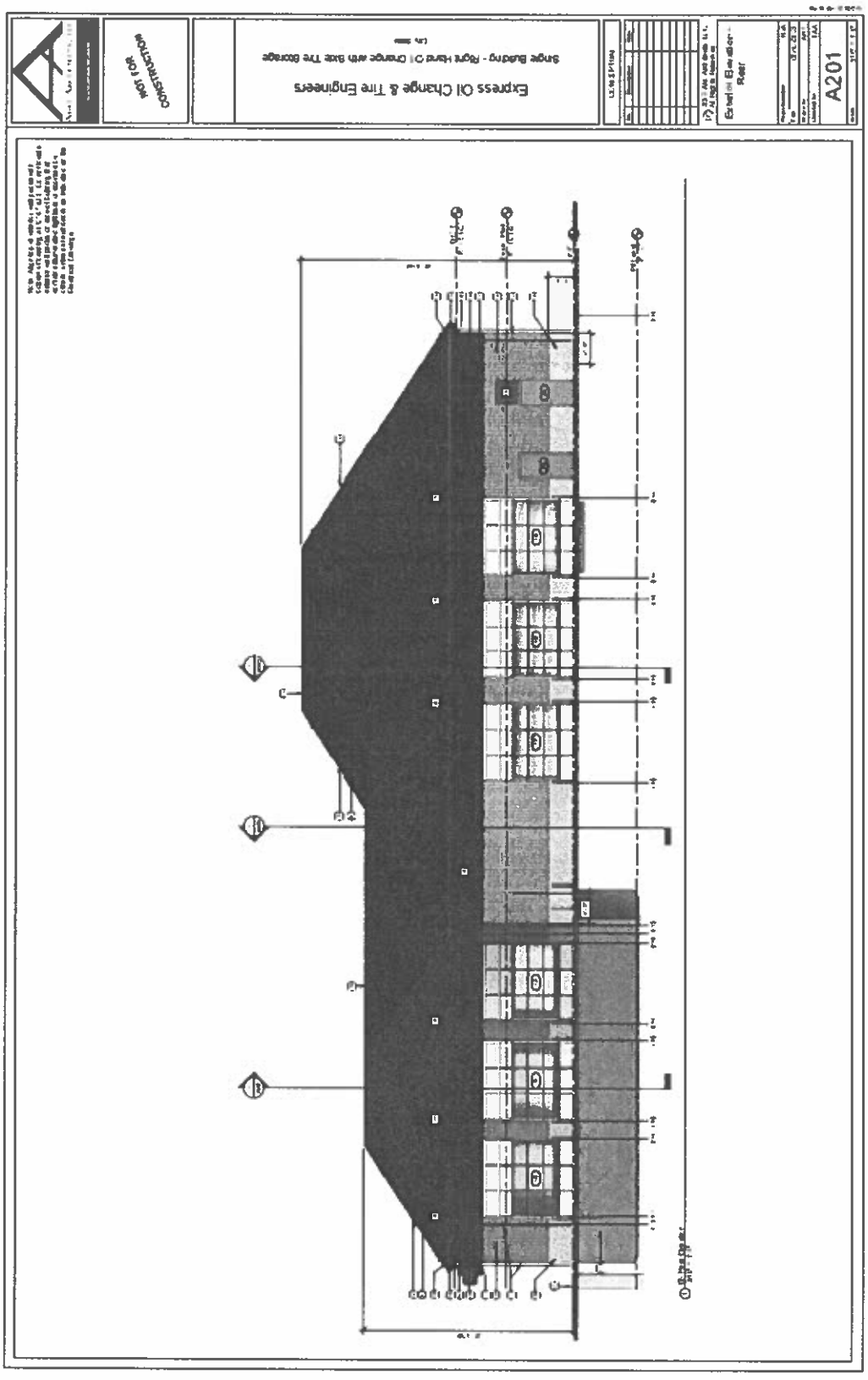
Tenant's Conceptual Plan and Elevation



WWR

Exhibit D

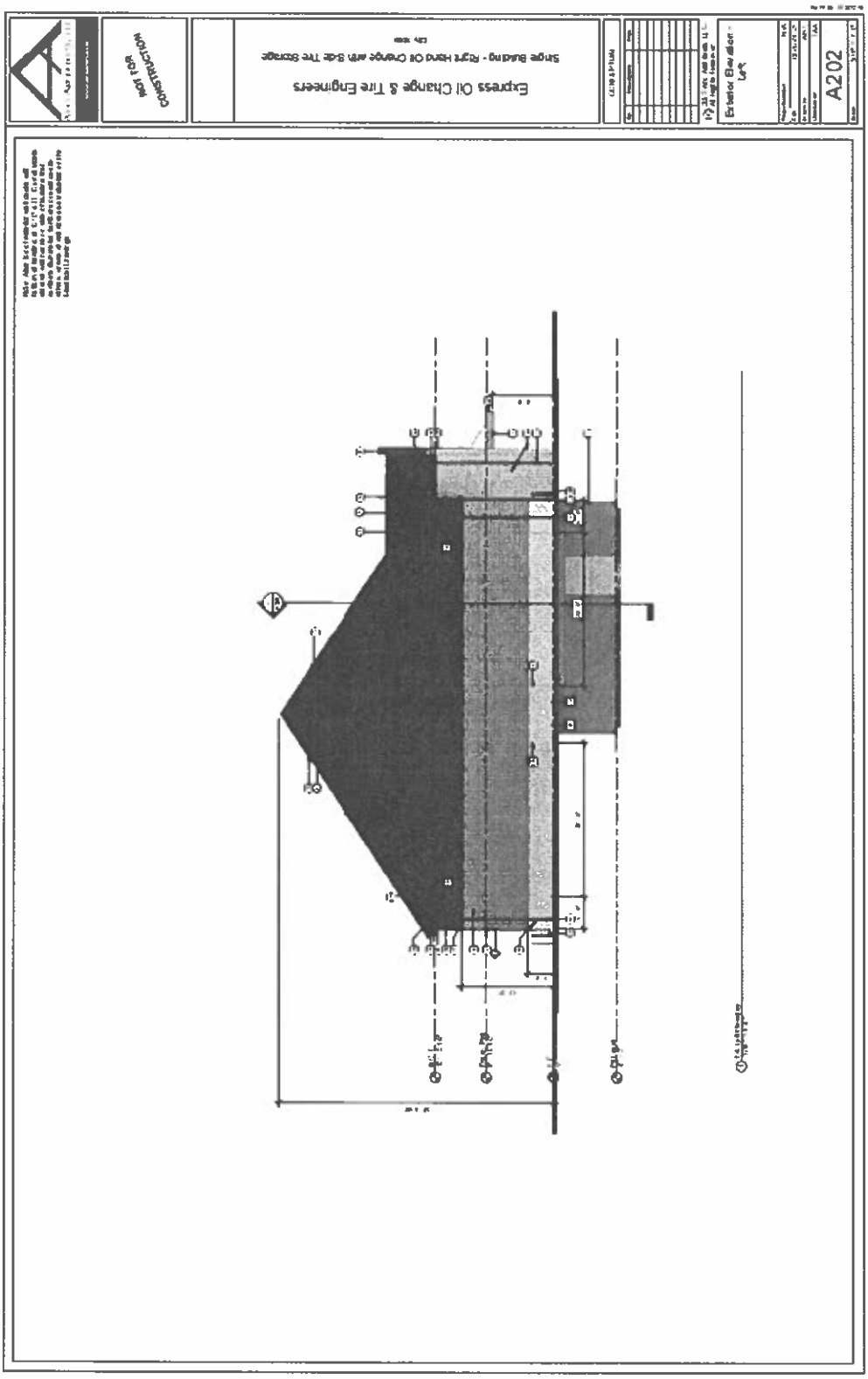
Tenant's Conceptual Plan and Elevation



WWR

Exhibit D

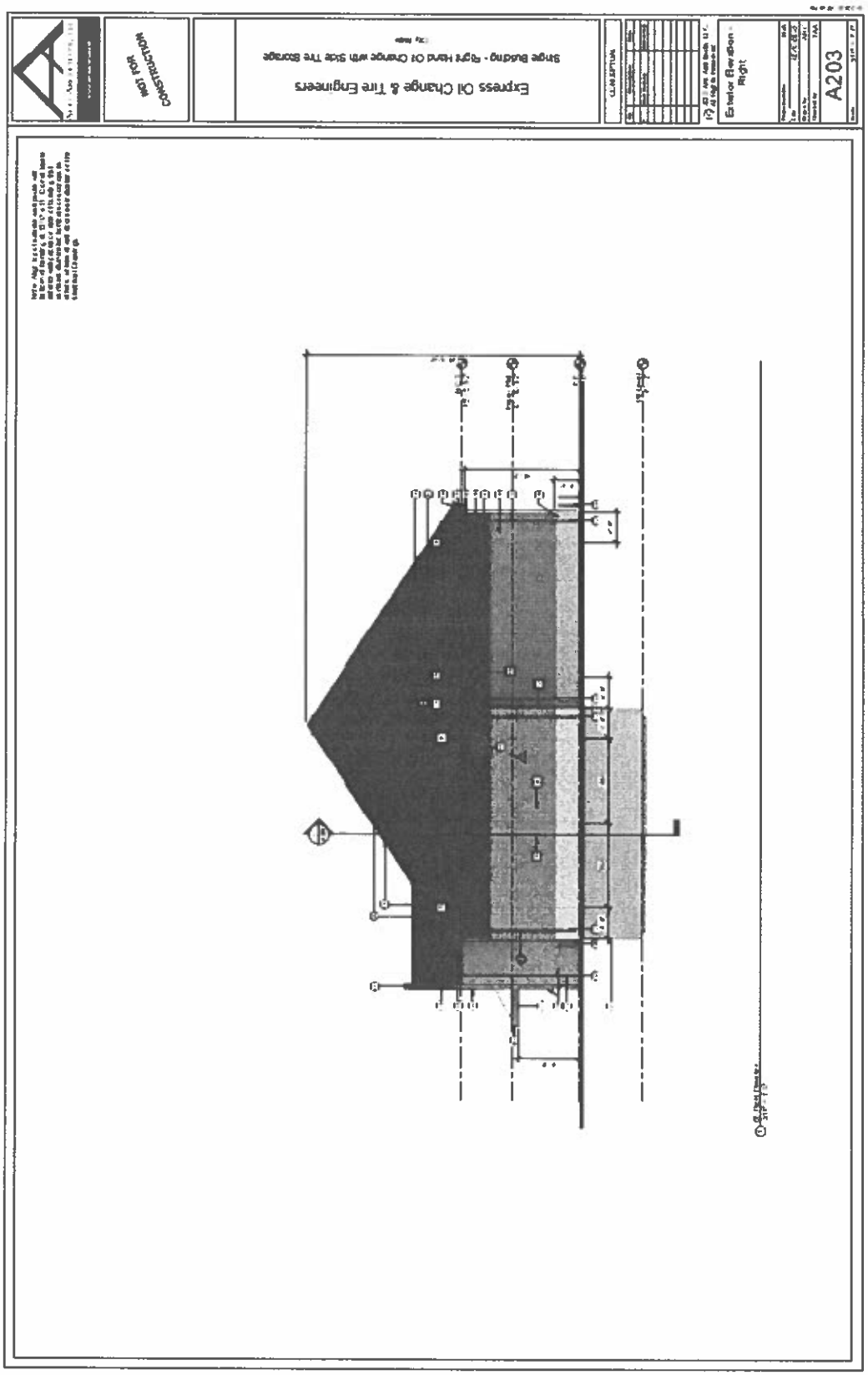
Tenant's Conceptual Plan and Elevation



WWR

Exhibit D

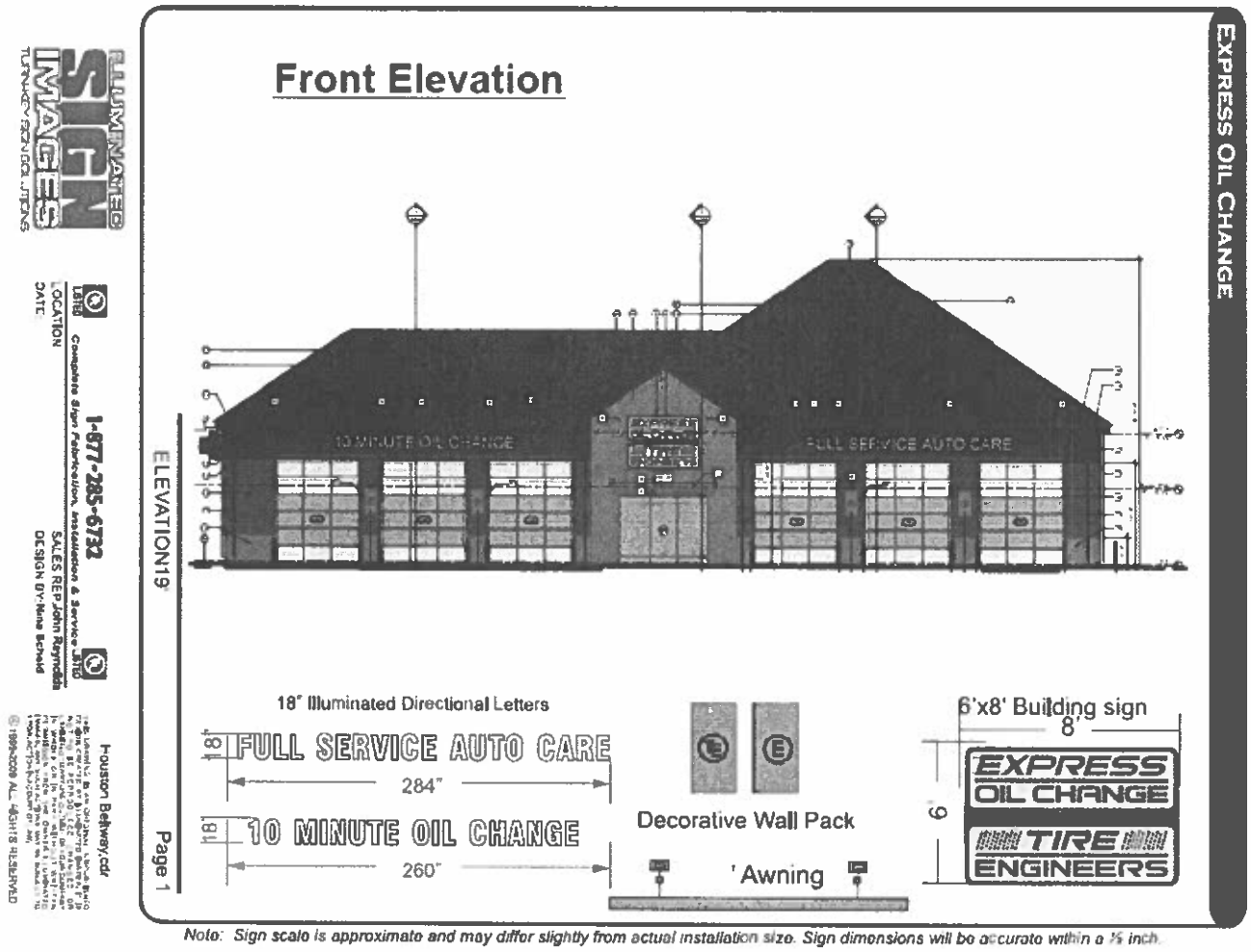
Tenant's Conceptual Plan and Elevation



WWR

Exhibit E

Tenant's Signage

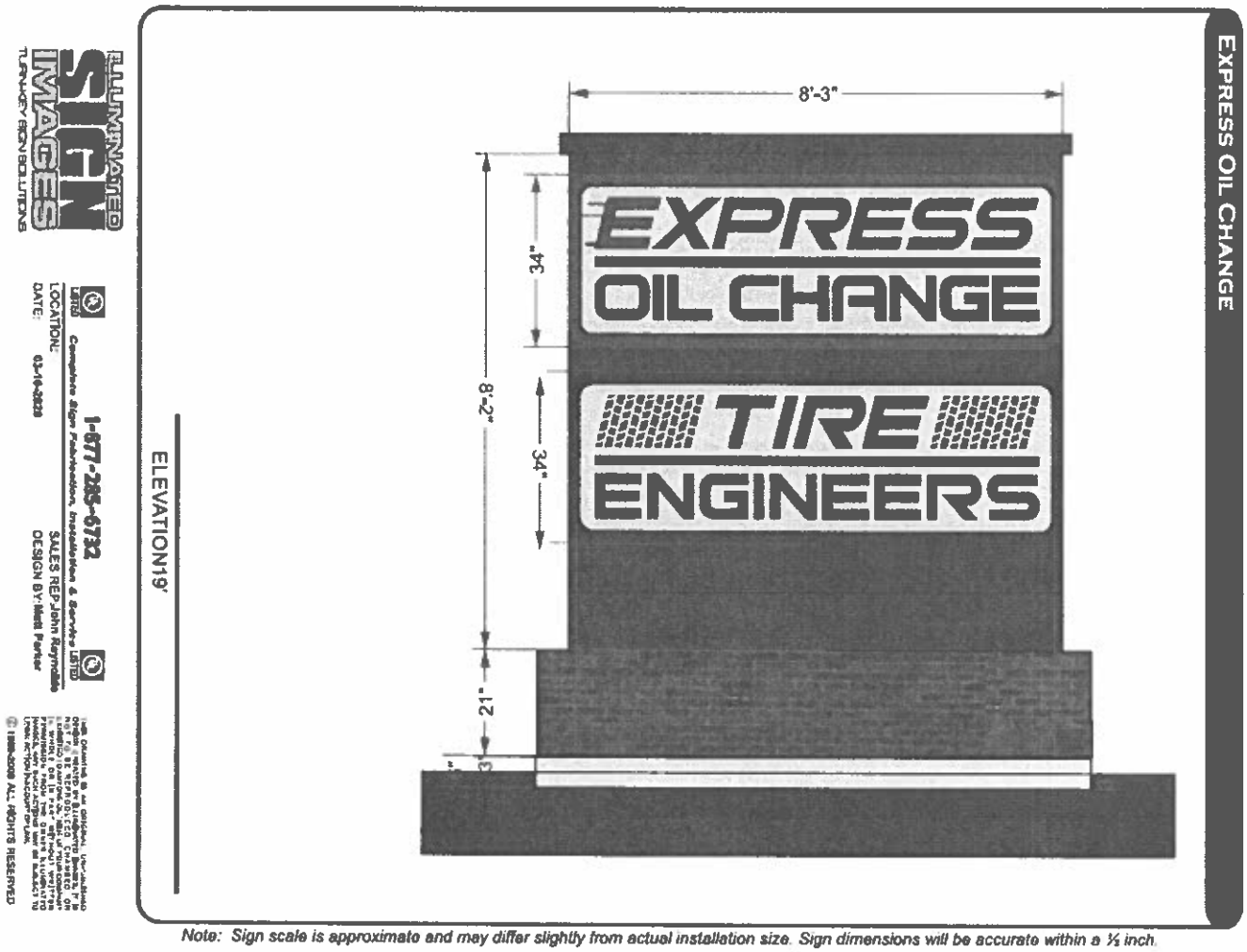


Note: Sign scale is approximate and may differ slightly from actual installation size. Sign dimensions will be accurate within a ½ inch.

WWR

Exhibit E

Tenant's Signage



Note: Sign scale is approximate and may differ slightly from actual installation size. Sign dimensions will be accurate within a ½ inch.

WWR

Exhibit F

Agreement Setting Lease Terms

Supplement to Ground Lease Agreement dated _____ ___, 20___ between PUBLIX SUPER MARKETS, INC., a Florida corporation, and its successors and assigns (hereinafter referred to as "Landlord") and EXPRESS OIL CHANGE, LLC, a Delaware limited liability company (hereinafter referred to as "Tenant"), in the Premises commonly known as "**Outparcel #2**" in the shopping center commonly known as The Market at Rice Hope, in Port Wentworth, Chatham County, Georgia. Pursuant to the provisions of Sections 2 and 4 of the Lease, the parties hereby confirm the following:

1. The Commencement Date of the Lease Term is _____.

2. The Rent Commencement Date of the Lease is _____.

3. The Initial Term of the Lease ends on _____.

4. The Fixed Rent payable during the Term is:

Period (Lease Year):	Annual Basic Rent:	Monthly Installments of Basic Rent:
1 through 5	$60,000.00	$5,000.00
6 through 10	$66,000.00	$5,500.00
Renewal Terms:		
11 through 15	$72,600.00	$6,050.00
16 through 20	$79,860.00	$6,655.00
21 through 25	$87,846.00	$7,320.50
26 through 30	$96,630.60	$8,052.55

LANDLORD:

PUBLIX SUPER MARKETS, INC.
a Florida corporation

By: _____
Name: William W. Rayburn, IV
Its: Vice President of Real Estate Assets

TENANT:

EXPRESS OIL CHANGE, LLC
a Delaware limited liability company

By: _____
Name: R. Kent Feazell
Its: Executive Vice President

WWR

Exhibit G

Landlord Contact Information Form and W-9 Request For Taxpayer Identification Number and Certification Form

Landlord Contact Information Form
Mavis Tire Supply, LLC
358 Saw Mill River Road, Millwood, NY 10546

It is necessary for us to have contact information on file for when we need to contact you regarding the premises. Please fill out the information below.

** Please include a W-9*

Store #: _____

Store Address: _____

Parcel #/Account #/Block & Lot: _____

Taxes Paid To: *(check one)* ☐ Landlord Reimbursement ☐ Municipality/ Taxing Authority ☐ Included in Monthly CAM

**Provide copy of R/E tax bill and change mailing address where necessary to:*
Mavis Tire Supply, LLC, Attention: Lease Administration, 358 Saw Mill River Road, Millwood, NY 10546

Primary Contact/Property Manager Information

Property Manager Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

In Case of Emergency Notification at the Property

Emergency Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

Billing Contact & Address for Rent Payments

Billing Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

WWR

Exhibit G

Landlord Contact Information Form and W-9 Request For Taxpayer Identification Number and Certification Form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PUBLIX SUPER MARKETS INC

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 32018

Requester's name and address (optional)

6 City, state, and ZIP code
Lakeland FL 33802

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number: 5 8 - 0 3 2 4 4 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/09/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X — Form **W-9** (Rev. 10-2018)

WWR

Exhibit H

Existing Exclusive Uses of the Shopping Center

Publix Super Market
Exclusive right within the Shopping Center Tract and Outparcels to, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.): (i) engage in the retail sale of groceries and other products typically offered for sale in a grocery supermarket; (ii) operate a grocery supermarket, bakery, delicatessen, and/or fish market; (iii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist, even though such pharmacist may not be required to be present for delivery of such products; and (iv) engage in retail sales of items of food for "off-premises" consumption.

Benchmark Physical Therapy:
Subject to the terms and conditions set forth in this paragraph, Landlord will not lease or consent to the use of space by any tenant or occupant in the Shopping Center for the purpose of conducting within the Shopping Center any outpatient rehabilitation service.

Delight Nails & Spa:
Subject to the terms and conditions set forth in this paragraph, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center for the purpose of conducting within the Shopping Center as its principal business a nail salon.

GNC:
Subject to the terms and conditions set forth in this Paragraph, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center for the purpose of conducting within the Shopping Center as its principal business the sale of health foods, vitamins, mineral and herbal supplements, or sports nutrition supplements.

Great Clips:
Subject to the terms and conditions set forth in this paragraph, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center for the purpose of conducting within the Shopping Center as its principal business a haircutting salon, which shall include a barber shop and beauty or cosmetology school.

Hanami Japanese Cuisine:
Subject to the terms and conditions set forth in this paragraph, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center for the purpose of conducting within the Shopping Center as its principal business the operation of a restaurant serving primarily Asian-styled cuisine.

Marco's Pizza:
Subject to the terms and conditions set forth in this paragraph, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center for the purpose of conducting within the Shopping Center as its principal business the operation of a pizza restaurant, for dine-in, take out and delivery service.

WWR

T-Mobile:
Subject to the terms and conditions set forth in this paragraph, Landlord will not lease or consent to the use of space by any tenant in the Shopping Center which derives ten percent (10%) or more of its gross sales from the sale of cellular phones, accessories and service contracts.

Property Owners Within 250 Feet of All Property Lines

FOR: LOT 2 THE MARKET AT RICE HOPE BK51 PG185, PIN 70906 04086

Name	Mailing Address	PIN number
PUBLIX SUPER MARKETS INC ATTN: TREASURY DEPT	7936 US HWY 21	70906 04025
PUBLIX SUPER MARKETS INC ATTN: TREASURY DEPT	0 US HWY 21	70906 04085
PUBLIX SUPER MARKETS INC ATTN: TREASURY DEPT	0 US HWY 21	70906 04087
JOHNSONS STRIP LLC	7962 HIGHWAY 21	70906 04055
JOHNSON ARTHUR A	7960 HIGHWAY 21	70906 04056
T & T EXLEY PROPERTIES LLC ET AL	AUGUSTA RD	70906 01036
LABARBERA JOHN F	HIGHWAY 21	70906 01003
GROCE HILDA	7951 HIGHWAY 21	70906 01002

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE
TIRE ENGINEERS

PROPOSED

AUTO SERVICE CENTER

LOCATION OF SITE:
THE MARKET AT RICE HOPE
LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

REFERENCES AND CONTACTS

REFERENCES

♦BOUNDARY & TOPOGRAPHIC SURVEY:
CLARK LAND SURVEYING, INC.
177 S. TIFFANY DR.
PUEBLO WEST, CO 81007
DATED: 01/08/24 (REV. 0)
PROJECT #: 23230
ELEVATIONS: NAVD 1988

♦GEOTECHNICAL INVESTIGATION REPORT:
TERRACON CONSULTANTS, INC.
2201 ROWLAND AVENUE
SAVANNAH, GA 31404
DATED: 11/15/23

♦ARCHITECTURAL PLAN:
AHO ARCHITECTS, LLC.
1855 DATA DRIVE, SUITE 150
HOOVER, AL 35244
DATED: 02/12/24

GOVERNING AGENCIES

♦DEVELOPMENT SERVICES DEPARTMENT
7306 GA HWY 21, SUITE 301
PORT WENTWORTH, GA 31407
PHONE: (912) 999-2084

♦FIRE DEPARTMENT
317 CANTYRE STREET
PORT WENTWORTH, GA 31407
PHONE: (912) 966-7425

ROW JURISDICTION

♦TRAFFIC, STORMWATER, WATER & SEWER
DEPARTMENT OF PUBLIC WORKS (DPW)
1 JIMMY FORD ROAD
PORT WENTWORTH, GA 31407
PHONE: (912) 964-4379
EMERGENCY AFTER HOURS: (912) 656-9449

THE ABOVE REFERENCED DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THESE PLANS, HOWEVER, BOHLER DOES NOT CERTIFY THE ACCURACY OF THE WORK REFERENCED OR DERIVED FROM THESE DOCUMENTS, BY OTHERS.


SITE
GA Highway 21
Rice Hope Plantation Rd
Rice Creek Rd
Mill Creek Rd
Mulberry Ave
Jimmy Deloach Pkwy
Cool Attic Rd
Bluff Rd
Bluff Trail
Tidewater Cir
Hampton Rd
Mill Creek Dr
Phillips Rd
Mill Creek Ln
Mill Creek Trail
Mill Creek Trail Rd
Mill Creek Trail Ct
Mill Creek Trail Dr
Mill Creek Trail Pl
Mill Creek Trail Way
Mill Creek Trail Cir
Mill Creek Trail Ln

GENERAL NOTES

(Rev. 1/2023)

1. THESE PLANS ARE SOLELY BASED ON INFORMATION THE OWNER AND OTHERS PROVIDED TO BOHLER ENGINEERING GA, LLC (HEREIN "BOHLER") PRIOR TO THE DATE ON WHICH THE PROFESSIONAL OF RECORD AND BOHLER PREPARED THESE PLANS. THE CONTRACTOR MUST FIELD VERIFY ALL EXISTING CONDITIONS AND IMMEDIATELY NOTIFY BOHLER , IN WRITING, IF ANY ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THESE PLANS, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.
2. THE CONTRACTOR MUST CONDUCT DEMOLITION/REMOVALS REPORTS CONTAINED HEREIN. THE CONTRACTOR MUST ENSURE THAT ALL SUBCONTRACTORS FULLY AND COMPLETELY CONFORM TO AND COMPLY WITH THESE REQUIREMENTS. THESE NOTES, AND THE REQUIREMENTS ARTICULATED IN THE NOTES CONTAINED IN ALL THE OTHER DRAWINGS THAT COMPRISE THE PLAN SET OF DRAWINGS. ADDITIONAL NOTES AND SPECIFIC PLAN NOTES MAY BE FOUND ON THE INDIVIDUAL PLANS. THESE GENERAL NOTES APPLY TO THIS ENTIRE DOCUMENT PACKAGE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL CONSTRUCTION CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE, PRIOR TO THE INITIATION AND COMMENCEMENT OF CONSTRUCTION.
3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST CONFIRM WITH THE PROFESSIONAL OF RECORD AND BOHLER THAT THE LATEST EDITION OF THE DOCUMENTS AND/OR REPORTS REFERENCED WITHIN THE PLAN REFERENCES ARE BEING USED FOR CONSTRUCTION. THIS IS THE CONTRACTOR'S SOLE AND COMPLETE RESPONSIBILITY.
4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION IS TO BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE CONDITIONS OF APPROVAL TO ALL PERMITS AND APPROVALS. THE CONTRACTOR MUST ENSURE THAT ALL REQUIRED INSPECTIONS ARE SCHEDULED AND CONFIRMED THAT ALL NECESSARY AND REQUIRED PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR MUST HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.
5. THE CONTRACTOR MUST ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS/REPORTS AND CONDITIONS OF APPROVAL AND ALL APPLICABLE REQUIREMENTS, RULES, REGULATIONS, STATUTORY REQUIREMENTS, CODES, LAWS AND STANDARDS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT, AND ALL APPROVED SHOP DRAWING CONDITIONS OF THE CONSTRUCTION CONTRACT WITH THE OWNER/DEVELOPER INCLUDING ALL EXHIBITS, ATTACHMENTS AND ADDENDA TO SAME.
6. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFULLY REVIEWING THE MOST CURRENT ARCHITECTURAL, CIVIL AND STRUCTURAL CONSTRUCTION DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLANS,WHERE APPLICABLE). THE CONTRACTOR MUST IMMEDIATELY NOTIFY OWNER, ARCHITECT AND PROFESSIONAL OF RECORD AND BOHLER, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES WHICH EXIST BETWEEN THESE PLANS AND ANY OTHER PLANS THAT COMPRISE THE CONSTRUCTION DOCUMENTS.
7. CONTRACTOR MUST REFER TO AND ENSURE COMPLIANCE WITH THE APPROVED ARCHITECTURAL/BUILDING PLANS OF RECORD FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRYWAY POINTS, ELEVATIONS, BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY LOCATIONS.
8. THE CONTRACTOR MUST FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS SHOWN ON THESE PLANS, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR MUST IMMEDIATELY NOTIFY PROFESSIONAL OF RECORD AND BOHLER, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES, OR AMBIGUITIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR WORK WHICH HAS TO BE RE-DONE OR REPAIRED DUE TO DIMENSIONS, MEASUREMENTS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO BOTH (A) THE CONTRACTOR GIVING PROFESSIONAL OF RECORD AND BOHLER WRITTEN NOTIFICATION OF SAME AND (B) PROFESSIONAL OF RECORD AND BOHLER, THEREAFTER, PROVIDING THE CONTRACTOR WITH WRITTEN AUTHORIZATION TO PROCEED WITH SUCH ADDITIONAL WORK.
9. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS AND MEASUREMENTS INCLUDED ON DESIGN DOCUMENTS HEREIN AND MUST NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING INACCURACIES. ALL DIMENSIONS AND MEASUREMENTS ARE TO BE CHECKED AND CONFIRMED BY THE GENERAL CONTRACTOR PRIOR TO PREPARATION OF SHOP DRAWINGS, FABRICATION/ORDERING OF PARTS AND MATERIALS AND CONSTRUCTION OF SITE WORK. SITE PLAN DRAWINGS ARE NOT INTENDED AS SURVEY DOCUMENTS. DIMENSIONS SUPERSEDE GRAPHICAL REPRESENTATIONS. THE CONTRACTOR MUST MAKE CONTRACTOR'S OWN MEASUREMENTS FOR LAYOUT OF IMPROVEMENTS.
10. THE OWNER AND CONTRACTOR MUST BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
11. WHEN INCLUDED AS ONE OF THE REFERENCED DOCUMENTS, THE GEOTECHNICAL REPORT, SPECIFICATIONS AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, DISCREPANCY OR AMBIGUITY, THE MORE STRINGENT REQUIREMENTS AND/OR RECOMMENDATIONS CONTAINED IN: (A) THE PLANS; AND (B) THE GEOTECHNICAL REPORT AND RECOMMENDATIONS, MUST APPLY. THE CONTRACTOR MUST TAKE PRECEDENCE OVER THE PLANS AND SPECIFICATIONS IN THE EVENT THE CONTRACTOR NOTIFIES THE PROFESSIONAL OF RECORD AND BOHLER, IN WRITING, OF ANY SUCH CONFLICT, DISCREPANCY OR AMBIGUITY BETWEEN THE GEOTECHNICAL REPORT AND PLANS AND SPECIFICATIONS, PRIOR TO PROCEEDING WITH ANY FURTHER WORK. IF A GEOTECHNICAL REPORT WAS NOT CREATED, THEN THE CONTRACTOR MUST FOLLOW AND COMPLY WITH ALL OF THE REQUIREMENTS OF ANY AND ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE SPECIFICATIONS WHICH HAVE JURISDICTION OVER THIS PROJECT.
12. PROFESSIONAL OF RECORD AND BOHLER ARE NEITHER LIABLE NOR RESPONSIBLE FOR ANY SUBSURFACE CONDITIONS AND FURTHER, HAS NO LIABILITY FOR ANY HAZARDOUS MATERIALS, HAZARDOUS SUBSTANCES, OR POLLUTANTS ON, ABOUT OR UNDER THE PROPERTY.
13. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WHEN AND WHERE NECESSARY OR REQUIRED, ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT, NEARBY AND CONTIGUOUS STRUCTURES AND PROPERTIES. ALL OF THIS WORK IS TO BE PERFORMED AT CONTRACTOR'S SOLE COST AND EXPENSE.
14. THE CONTRACTOR MUST EXERCISE EXTREME CAUTION WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN EITHER FOR AN INTERIM PERIOD OR AS PART OF THE FINAL CONDITION. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, UTILITIES, BUILDINGS, AND INFRASTRUCTURE WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA FOR THIRD PARTIES, PEDESTRIANS AND ANYONE INVOLVED WITH THE PROJECT.
15. DEBRIS MUST NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION AND CONSTRUCTION WASTES, UNSUITABLE EXCAVATED MATERIAL, EXCESS SOIL AND DEBRIS (SOLID WASTE) MUST BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ANY AND ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES WHICH HAVE JURISDICTION OVER THIS PROJECT OR OVER THE CONTRACTOR.
16. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAINTAIN RECORDS TO DEMONSTRATE PROPER AND FULLY COMPLIANT DISPOSAL ACTIVITIES, TO BE PROMPTLY PROVIDED TO THE OWNER UPON REQUEST.
17. THE CONTRACTOR MUST REPAIR, AT CONTRACTOR'S SOLE COST, ALL DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. AND MUST BEAR ALL COSTS ASSOCIATED WITH SAME TO INCLUDE, BUT NOT BE LIMITED TO, REDESIGN, RE-SURVEY, RE-PERMITTING AND CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION AND MUST RESTORE SUCH DAMAGED AREAS. THE REPAIR OF ANY SUCH DAMAGE OR EXISTING CONSTRUCTION OR PROPERTY MUST RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THAT CONDITION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WHICH RESULTED IN SUCH DAMAGE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL REGULATIONS, STATUTORY REQUIREMENTS AND STATUTES. THE CONTRACTOR MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE CONTRACTOR MUST, PROMPTLY, DOCUMENT ALL EXISTING DAMAGE AND NOTIFY, IN WRITING, THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.
18. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY OR FOR SITE SUPERVISION, OR ANYTHING RELATED TO SAME. THE PROFESSIONAL OF RECORD AND BOHLER HAVE NOT BEEN RETAINED TO PERFORM OR TO BE RESPONSIBLE FOR JOB SITE SAFETY. SAME BEING WHOLLY OUTSIDE OF PROFESSIONAL OF RECORD'S AND BOHLER SERVICES AS RELATED TO THE PROJECT. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES OR ANY JOB SITE CONDITIONS, AT ANY TIME.
19. THE CONTRACTOR MUST IMMEDIATELY IDENTIFY IN WRITING, TO THE PROFESSIONAL OF RECORD AND BOHLER , ANY DISCREPANCIES THAT MAY OR COULD AFFECT THE PUBLIC SAFETY, HEALTH OR GENERAL WELFARE, OR PROJECT COST IF THE CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT PROPER WRITTEN NOTIFICATION AS DESCRIBED ABOVE, IT WILL BE AT THE CONTRACTOR'S OWN RISK AND, FURTHER, THE CONTRACTOR MUST INDEMNIFY, DEFEND AND HOLD HARMLESS THE PROFESSIONAL OF RECORD AND BOHLER FOR ANY AND ALL DAMAGES, COSTS, INJURIES, ATTORNEY'S FEES AND THE LIKE RELATED TO SAME AND/OR ANY WAY RELATED TO SAME AMONG ANY AND ALL PARTIES INCLUDING, BUT NOT LIMITED TO, ANY THIRD PARTY AND FIRST PARTY CLAIMS
20. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGES RESULTING FROM THE CONTRACTOR'S FAILURE TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS, AND CURRENT CODES, RULES, STATUTES AND THE LIKE. IF THE CONTRACTOR AND/OR OWNER FAIL TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH APPROVED PLANS, RULES, STATUTES, CODES AND THE LIKE, THE CONTRACTOR MUST INDEMNIFY, DEFEND AND HOLD HARMLESS, SEPARATELY AND SEVERALLY, THE PROFESSIONAL OF RECORD AND BOHLER FROM AND FROM ALL INJURIES, CLAIMS AND DAMAGES THAT PROFESSIONAL OF RECORD SUFFERS AND BOHLER SUFFERS AND ANY AND ALL COSTS THAT PROFESSIONAL OF RECORD AND BOHLER INCUR AS RELATED TO SAME.
21. ALL CONTRACTORS MUST CARRY AT LEAST THE MINIMUM AMOUNT OF THE SPECIFIED AND COMMERCIALLY REASONABLE STATUTORY WORKERS COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND COMMERCIAL GENERAL LIABILITY INSURANCE (COMMERCIAL GENERAL LIABILITY INCLUDING ALSO ALL UMBRELLA COVERAGES. ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME BOHLER , AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES AS ADDITIONAL INSURED PARTIES. THE PROFESSIONAL OF RECORD AND BOHLER MUST PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE (DEFEND, IF APPLICABLE) AND HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED AND AGREED TO BY THE CONTRACTOR HEREIN. ALL CONTRACTORS MUST PROVIDE BOHLER WITH CERTIFICATIONS OF INSURANCE AND CERTIFICATES OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE COVERAGES PRIOR TO COMMENCING ANY WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION AND FOR TWO YEARS AFTER THE COMPLETION OF CONSTRUCTION AND AFTER ALL PERMITS ARE ISSUED, WHICHEVER DATE IS LATER. IN ADDITION, ALL CONTRACTORS AGREE THAT THEY WILL, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS BOHLER AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS, ACTIONS, PENALTIES, EXPENSES, PUNITIVE DAMAGES, TORT DAMAGES, STATUTORY CLAIMS, STATUTORY CAUSES OF ACTION, LOSSES, CAUSES OF ACTION, LIABILITIES OR COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTOR(S), ALL CLAIMS BY THIRD PARTIES AND ALL CLAIMS RELATED TO THE CONTRACTOR NOTIFY PROFESSIONAL OF RECORD, IN WRITING, AT LEAST THIRTY (30) DAYS PRIOR TO ANY TERMINATION, SUSPENSION OR CHANGE OF ITS INSURANCE HEREUNDER.
22. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES OR PROCEDURES, GENERALLY OR FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES FOR COMPLETION OF THE WORK DESCRIBED IN AND SHOWN ON THESE PLANS, AND FOR ANY CONFLICTS IN SCOPE AND REVISIONS THAT RESULT FROM SAME. THE CONTRACTOR IS FULLY AND SOLELY RESPONSIBLE FOR DETERMINING THE MEANS AND METHODS OF CONSTRUCTION AND FOR ANY CONFLICTS IN SCOPE AND REVISIONS THAT RESULT FROM SAME.
23. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER, NOR THE PRESENCE OF BOHLER AND/OR ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE (HEREIN "BOHLER PARTIES"), RELIEVES OR WILL RELIEVE THE CONTRACTOR OF AND FROM CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, MANAGING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLIANCE WITH ALL HEALTH AND SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES WITH JURISDICTION OVER THE PROJECT AND/OR PROPERTY. BOHLER PARTIES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER (OR ANY RESPONSIBILITY FOR) ANY CONSTRUCTION, THE CONTRACTOR OR ITS EMPLOYEES RELATING TO THEIR WORK AND ANY AND ALL HEALTH AND SAFETY PROGRAMS OR PROCEDURES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THE CONTRACTOR MUST INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS BOHLER PARTIES FOR AND FREE ANY LIABILITY TO BOHLER PARTIES RESULTING FROM THE CONTRACTOR'S WORK, SERVICES AND/OR VIOLATIONS OF THIS NOTE. THESE NOTES OR ANY NOTES IN THE PLAN SET AND, FURTHER, THE CONTRACTOR MUST NAME BOHLER AS AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE AS DESCRIBED ABOVE.
24. WHEN IT IS CLEARLY AND SPECIFICALLY WITHIN BOHLER'S SCOPE OF SERVICES CONTRACT WITH THE OWNER/DEVELOPER, BOHLER WILL REVIEW OR TAKE OTHER APPROPRIATE ACTION ON MATERIALS AND DOCUMENTS SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF EVALUATING CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND METHODS AND/OR TECHNIQUES OR PROCEDURES, COORDINATION WITH OTHER TRADES AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND BOHLER HAS NO RESPONSIBILITY OR LIABILITY FOR SAME. BOHLER WILL PERFORM ITS SHOP DRAWING REVIEW WITH REASONABLE PROMPTNESS, AS CONDITIONS PERMIT. ANY DOCUMENT, DOCUMENTING BOHLER'S REVIEW OF A SPECIFIC ITEM OR LIMITED SCOPE, MUST NOT INDICATE THAT BOHLER HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER IS NOT RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR MUST, IN WRITING, PROMPTLY AND IMMEDIATELY BRING ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS TO BOHLER'S ATTENTION. BOHLER IS NOT REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
25. IF THE CONTRACTOR DEVIATES FROM THESE PLANS AND/OR SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE PROFESSIONAL OF RECORD AND BOHLER FOR ALL DEVIATIONS WITHIN PROFESSIONAL OF RECORD'S SCOPE, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK PERFORMED WHICH DEVIATES FROM THE PLANS, AS WELL AS ANY AND ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AS WELL AS COMPENSATORY AND PUNITIVE DAMAGES RESULTING THEREFROM AND, FURTHER, MUST DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE PROFESSIONAL OF RECORD AND BOHLER PARTIES TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, FOR AND FROM ALL FEES, ATTORNEYS' FEES, DAMAGES, COSTS, JUDGMENTS, CLAIMS, INJURIES, PENALTIES AND THE LIKE RELATED TO SAME.
26. THE CONTRACTOR IS RESPONSIBLE FOR A MAINTAINING AND PROTECTING THE TRAFFIC CONTROL PLAN AND ELEMENTS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS, FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE RIGHT OF WAY OR ON SITE. THE COST FOR THIS ITEM MUST BE INCLUDED IN THE CONTRACTOR'S PRICE AND IS THE CONTRACTOR'S SOLE RESPONSIBILITY.
27. OWNER MUST MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS IN STRICT ACCORDANCE WITH THE APPROVED PLAN(S) AND DESIGN, AND, FURTHER, THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SITE AND/OR DESIGN FEATURES. IF OWNER FAILS TO MAINTAIN AND/OR PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, OWNER IS SOLELY RESPONSIBLE FOR ANY AND HOLD THE PROFESSIONAL OF RECORD AND BOHLER PARTIES, HARMLESS FOR ALL INJURIES, DAMAGES AND COSTS THAT PROFESSIONAL OF RECORD AND BOHLER INCUR AS A RESULT OF SAID FAILURE OR FAILURE TO PRESERVE.
28. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES AND MATERIALS COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS, LAWS, ORDINANCES, AND CODES, AND ALL APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, (29 U.S.C. 651 ET SEQ.) AS AMENDED, AND ANY MODIFICATIONS, AMENDMENTS OR REVISIONS TO SAME.
29. THE CONTRACTOR MUST STRICTLY COMPLY WITH THE LATEST AND CURRENT OSHA STANDARDS AND REGULATIONS, AND/OR ANY OTHER AGENCY WITH JURISDICTION OVER EXCAVATION AND TRENCHING PROCEDURES. PROFESSIONAL OF RECORD AND BOHLER HAS NO RESPONSIBILITY FOR OR AS RELATED TO EXCAVATION AND TRENCHING PROCEDURES AND WORK.
30. THE CONTRACTOR AND THE OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND IN ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDED INSTALLATION CRITERIA AND SPECIFICATIONS. IF THE CONTRACTOR AND/OR OWNER FAIL TO DO SO, THEY AGREE TO JOINTLY, INDEPENDENTLY, SEPARATELY, COLLECTIVELY, AND SEVERALLY INDEMNIFY, DEFEND, PROTECT AND HOLD PROFESSIONAL OF RECORD AND BOHLER PARTIES HARMLESS FOR ALL INJURIES AND DAMAGES THAT PROFESSIONAL OF RECORD SUFFERS AND COSTS THAT PROFESSIONAL OF RECORD INCURS AS A RESULT OF SAID FAILURE.
31. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN AN NPDES NOI AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN COMPLIANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS OR LOCAL GOVERNING AGENCY FOR SITES WHERE ONE (1) ACRE OR MORE IS DISTURBED BY CONSTRUCTION ACTIVITIES (UNLESS THE LOCAL JURISDICTION REQUIRES A DIFFERENT THRESHOLD). THE CONTRACTOR MUST ENSURE THAT ALL ACTIVITIES, INCLUDING THOSE OF ALL SUBCONTRACTORS, ARE IN COMPLIANCE WITH THE SWPPP, INCLUDING BUT NOT LIMITED TO LOGGING ACTIVITIES (MINIMUM ONCE PER WEEK AND AFTER RAINFALL EVENTS) AND CORRECTIVE MEASURES, AS APPROPRIATE AND FURTHER, THE CONTRACTOR IS SOLELY AND COMPLETELY RESPONSIBLE FOR FAILING TO DO SO.
32. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED DOCUMENTS PREPARED BY THE PROFESSIONAL OF RECORD AND BOHLER, THE USE OF THE WORDS 'CERTIFY' OR 'CERTIFICATION' CONSTITUTE(S) AN EXPRESSION ONLY OF PROFESSIONAL OPINION REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE PROFESSIONAL OF RECORD'S AND BOHLER KNOWLEDGE OR BELIEF AND IN ACCORDANCE WITH COMMON AND ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY NATURE OR TYPE, EITHER EXPRESSED OR IMPLIED, UNDER ANY CIRCUMSTANCES.

DEMOLITION NOTES

(Rev. 1/2023)

1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN, AND THE CONTRACTOR MUST REFER TO THEM AND FULLY COMPLY WITH THESE NOTES, IN THEIR ENTIRETY. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL OF THE GENERAL NOTES AND ALL OF THE PLANS' SPECIFIC NOTES.
2. THE CONTRACTOR MUST CONDUCT DEMOLITION/REMOVALS IN ACTIVITIES IN SUCH A MANNER AS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND ALL OTHER ADJACENT FACILITIES. THE CONTRACTOR MUST OBTAIN ALL APPLICABLE PERMITS FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY(IES) PRIOR TO THE COMMENCEMENT OF ANY ROAD OPENING OR DEMOLITION ACTIVITIES IN OR ADJACENT TO THE RIGHT-OF-WAY.
3. WHEN DEMOLITION-RELATED ACTIVITIES IMPACT ROADWAYS AND/OR ROADWAY RIGHT-OF-WAY, THE CONTRACTOR MUST PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE CURRENT FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), AND THE FEDERAL, STATE, AND LOCAL REGULATIONS.
4. THE DEMOLITION (AND/OR REMOVALS) PLAN IS INTENDED TO PROVIDE GENERAL INFORMATION AND TO IDENTIFY ONLY CONDITIONS REGARDING ITEMS TO BE DEMOLISHED, REMOVED, AND/OR TO REMAIN.
   A. THE CONTRACTOR MUST ALSO REVIEW ALL CONSTRUCTION DOCUMENTS AND INCLUDE WITHIN THE DEMOLITION ACTIVITIES ALL INCIDENTAL WORK NECESSARY FOR THE CONSTRUCTION OF THE NEW SITE IMPROVEMENTS.
   B. THIS PLAN IS NOT INTENDED TO BE RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. THE CONTRACTOR MUST COMPACT ALL EXCAVATED OR FILLED AREAS IN STRICT ACCORDANCE WITH THE GEOTECHNICAL REPORT'S GUIDANCE. MOISTURE CONTENT AT TIME OF PLACEMENT MUST BE SUBMITTED TO AND APPROVED BY THE GEOTECHNICAL ENGINEER PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER IN THE STATE WHERE THE WORK IS PERFORMED. THIS REPORT MUST VERIFY THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND ROADWAY AREAS TO BE PAVED HAVE BEEN "METHODICALLY" PROOF ROLLED AND COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES WHICH ARE IN EFFECT AND WHICH ARE APPLICABLE TO THE PROJECT. SUBBASE MATERIAL FOR ROADWAYS, CURB, OR ASPHALT MUST BE FREE OF DEBRIS AND ORGANICS. UNSUITABLE MATERIALS SHOULD SUBBASE BE DEEMED UNSUITABLE BY OWNER/DEVELOPER, OR OWNER/DEVELOPER'S REPRESENTATIVE, SUBBASE MUST BE REMOVED AND REPAIRS AT THE CONTRACTOR'S EXPENSE WITH APPROVED FILL MATERIAL COMPACTED AS THE GEOTECHNICAL REPORT DIRECTS. EARTHWORK ACTIVITIES INCLUDING, BUT NOT LIMITED TO, EXCAVATION, BACKFILL, AND COMPACTING MUST COMPLY WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. EARTHWORK ACTIVITIES MUST ALSO BE IN COMPLIANCE WITH THE SPECIFICATIONS FOR ROADWAY CONSTRUCTION (LATEST EDITION) AND ANY AMENDMENTS OR REVISIONS THERETO.
   C. IN THE EVENT OF A DISCREPANCY(IES) AND/OR A CONFLICT(S) BETWEEN PLANS, OR BETWEEN PLANS AND OTHER PLANS, THE GRADING PLAN TAKES PRECEDENCE AND CONTROLS. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROFESSIONAL OF RECORD AND BOHLER, IN WRITING, OF ANY DISCREPANCY(IES) AND/OR CONFLICT(S).
   D. THE CONTRACTOR SITE AS NECESSIBLE TO IMPORT FILL OR EXPORT EXCESS MATERIAL AS NECESSARY TO CONFORM TO THE PROPOSED GRADING, AND TO BACKFILL EXCAVATIONS FOR THE INSTALLATION OF UNDERGROUND IMPROVEMENTS.
5. THE CONTRACTOR MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACK

Site coordinated by:

Clark

177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.8533
www.clarkls.com

LEGAL DESCRIPTION:

All that tract or parcel of land lying and being in the 8th Georgia Militia District of Chatham County, Georgia and being more particularly described as Lot 2, 1.10 acres, as shown on plat of survey of The Market At Rice Hope, A Portion of Tract A–2 Rice Hope Plantation, prepared for Publix Super Markets, Inc. by Thomas & Hutton Engineering, dated June 6, 2017, filed for record October 26, 2017, recorded in Plat Book 51, Page 185–186, Chatham County, Georgia, Records.

NOTES:

1. Any underground utilities shown have been depicted from field survey information, as–built drawings and/or utility markings, as provided by the client. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are designated as accurately as possible from the information available. Public utility locate request was made under Ticket No. 231213–004674 dated December 13, 2023. This site was designated by standard RF and GPR methods.

2. Basis of bearings is the north line of Lot 2 of The Market at Rice Hope, being monumented at the northwest corner by a 3/4" open top pipe tagged "LSF 145", and at the northeast corner of said lot by a 3/4" open top pipe as shown hereon, and measured to bear S70°26'28"E, a distance of 250.06 feet.

3. FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMette published January 3, 2024, referencing Flood Insurance Rate Map, Map Number 13051C0030G effective date August 16, 2018, indicates this survey area is located in Zone X (Area of minimal flood hazard).

4. This survey does not constitute a title search to determine ownership or easements of record. For all information regarding easements, rights of way and title of record, the surveyor relied upon a Commitment for Title Insurance, prepared by Chicago Title Insurance Company, File No. CT18–23–0853, with an effective date of November 22, 2023. The lender has been notified of any documents depicted on this survey that were not referenced within the Commitment for Title Insurance.

5. The linear units used in this drawing are U.S. Survey Feet.

6. BENCHMARK: NRT on ground, as shown. Elevation: 19.56' (NAVD 88).

7. The improvements shown hereon are as of the date of field work, December 28, 2023.

8. Survey is relative to Georgia State Plane Coordinate System, East Zone (1001).

9. This site is zoned "PUD" (Planned Unit Development).
   CURRENT ZONING INFORMATION:
   ZONING: "PUD"
   Parking Provided: N/A regular spaces, N/A handicap spaces.
   No zoning information was provided by the client at the time of survey.
   For additional zoning information please contact the City of Port Wentworth Planning Commission at 912–999–2084.

10. This property contains a calculated area of 47,794 square feet (1.097 acres) more or less.

11. The record perimeter of the boundary does result in a mathematical closure.

12. There are improvements along portions of the boundary as shown hereon. Ownership and/or maintenance responsibilities of said improvements was not determined by this survey.

13. Access is obtained indirectly from Augusta Road – State Route 21 by the use of the Private Drive, as shown in The Market at Rice Hope recorded on October 26, 2017, as Plat Book 51, Page 185, of the Official Records of Chatham County, Georgia. The right of way lines of said street and the boundary lines of subject property are coterminous and contain no gaps, gores or overlaps.

14. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.

15. This ALTA/NSPS Land Title Survey was prepared for the exclusive use of persons/parties listed in certification. Said statement does not extend to any unnamed person/parties without an express statement by the surveyor naming said person/parties.

16. The subject property is a vacant land – Not Posted Address: 0 US HWY 21, Port Wentworth, Chatham, GA 31407.

17. There is no observable evidence of earth moving work, building construction or building additions within recent months.

18. There are no changes in street right of way lines either completed or proposed, per documents provided by title company.

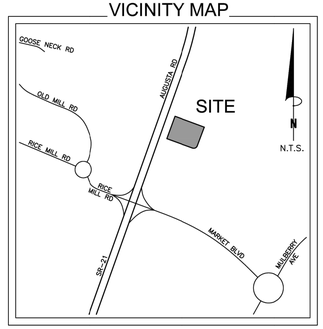
19. There is no observable evidence of recent street or sidewalk construction or repairs.

20. Apparent Encroachment Statement: No apparent encroachments at the time of survey.

SURVEY NOTES

C-201

VICINITY MAP



SCHEDULE B2 EXCEPTIONS:

Item No.

3. All matters on plat recorded in Plat Book 51, Page 185–186, Chatham County, Georgia Records.
   –IS LOCATED ON THE SUBJECT PARCEL, BLANKET IN NATURE.

4. All matters on plat recorded in Plat Book 29–P, Pages 24A thru 24L, aforesaid Records.
   –IS LOCATED ON THE SUBJECT PARCEL, BLANKET IN NATURE.

5. Ten (10) foot wide easement reserved along Highway 21 for buffer and landscaping and a Thirty (30) foot wide sign easement, as set out in that certain Limited Warranty Deed between Wentworth Land Investors, LLC and Nomad Investments, LLC and Cutwater, Inc., dated July 14, 2005, filed July 26, 2005 at 12:03 p.m., recorded in Deed Book 291–O, Page 345, aforesaid Records.
   –IS LOCATED ON THE SUBJECT PARCEL, AS SHOWN HEREON.

6. Declaration of Easements, Restrictions and Covenants by and between Nomad Investments, LLC and CutWater, Inc. and Rice Hope Partners, LLC, dated as of September 7, 2007, filed September 13, 2007 at 10:18 a.m., recorded in Deed Book 331–R, Page 672, aforesaid Records; as amended by First Amendment to Declaration of Easements, Restrictions and Covenants, dated as of August 29, 2008 and recorded September 9, 2008 at 9:44 a.m., recorded in Deed Book 344–P, Page 524, aforesaid Records.
   –IS LOCATED ON THE SUBJECT PARCEL, BLANKET IN NATURE.

7. Declaration of Restrictive Covenants by Rice Hope Partners, LLC, a Georgia limited liability company, dated as of August 29, 2008, filed for record September 9, 2008 at 9:43 a.m., recorded in Deed Book 344P, Page 502, aforesaid Records.
   –IS LOCATED ON THE SUBJECT PARCEL, BLANKET IN NATURE.

8. Declaration of Covenants, Conditions and Restrictions for Rice Hope, dated July 12, 2004, filed July 14, 2004 at 2:33 p.m., recorded in Deed Book 272–W, Page 434, aforesaid Records; as supplemented by Supplemental Declaration of Covenants, Conditions and Restrictions for Rice Hope, dated July 12, 2004, filed July 14, 2004 at 2:52 p.m., recorded in Deed Book 272–W, Page 507, aforesaid Records; as amended by Second Supplemental Declaration of Covenants, Conditions and Restrictions for Rice Hope, filed July 26, 2005 at 12:01 p.m., recorded in Deed Book 291–O, Page 335, aforesaid Records; as further amended by Third Supplemental Declaration of Covenants, Conditions and Restrictions for Rice Hope (Commercial Property), dated as of September 7, 2007, filed September 13, 2007 at 10:17 a.m., recorded in Deed Book 331–R, Page 659, aforesaid Records; as assigned by Assignment of Declarant's Rights, dated July 31, 2013, filed August 6, 2013 at 3:43 p.m., recorded in Deed Book 389–X, Page 834, aforesaid Records.
   –IS LOCATED ON THE SUBJECT PARCEL, BLANKET IN NATURE.

9. Declaration of Covenants and Restrictions by Wentworth Land Investors, LLC and BLS Development, Inc., dated October 7, 2004, filed October 11, 2004, recorded in Deed Book 277–I, Page 138, aforesaid Records; and also the "Preserved Wetlands and Preserved Upland Buffer Plat" recorded in Plat Book 29–P, Pages 24A thru 24L, aforesaid Records; as assigned by Assignment of Declarant's Rights Under Wetlands Covenants and Assignment of Wetlands Permit, dated July 31, 2013, filed August 6, 2013 at 3:44 p.m., recorded in Deed Book 389–X, Page 837, aforesaid Records.
   –IS LOCATED ON THE SUBJECT PARCEL, BLANKET IN NATURE.

10. Underground Easement from Publix Super Markets, Inc. to Georgia Power Company, dated August 31, 2015, filed for record September 28, 2015 at 12:44 p.m., recorded in Deed Book 637, Page 423, aforesaid Records.
    –IS NOT LOCATED ON THE SUBJECT PARCEL, AS SHOWN HEREON.

Items not listed above are determined non–survey related items and are not plotted hereon.

SURVEYOR'S CERTIFICATION:

To: Publix Super Markets, Inc., a Florida corporation; Publix Super Markets, Inc., a Florida corporation; and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6a, 6b, 7a, 7b1, 7c, 8, 9, 11a, 11b, 13, 16, 17, 19 and 20a of Table A thereof. The field work was completed on December 28, 2023.

Date of Plat or Map: January 8, 2024.

The undersigned further states that the plat was surveyed and drawn to the normal standard of practice of surveyors in the State of Georgia under his direct responsibility and supervision and accurately shows the described tract of land thereof. This certification is neither a warranty nor guarantee, either expressed or implied.

GEORGIA REGISTERED 2013 LAND SURVEYOR MICHAEL O. COOPER

Michael O. Cooper
Georgia Registered Land Surveyor No. 2913
Email: ALTA@clarkls.com

ASA ENGINEERING & SURVEYING, LLC.
103A S. PATTERSON ST. – VALDOSTA, GA. 31601
PH.: (229) 244–0596 – info@asaeng.com – LSF 000380

Revisions			
No.	Description	By	Date

SITE NAME:
Port Wentworth, GA

ALTA/NSPS LAND TITLE SURVEY

LOT 2,
PLAT BOOK 51, PAGE 185,
8TH GEORGIA MILITIA DISTRICT, CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA.

Project No. 232230
Drawn By: FSN
Checked By: MOC
Date: 1/8/2024
Sheet 1 of 2

N

GRAPHIC SCALE

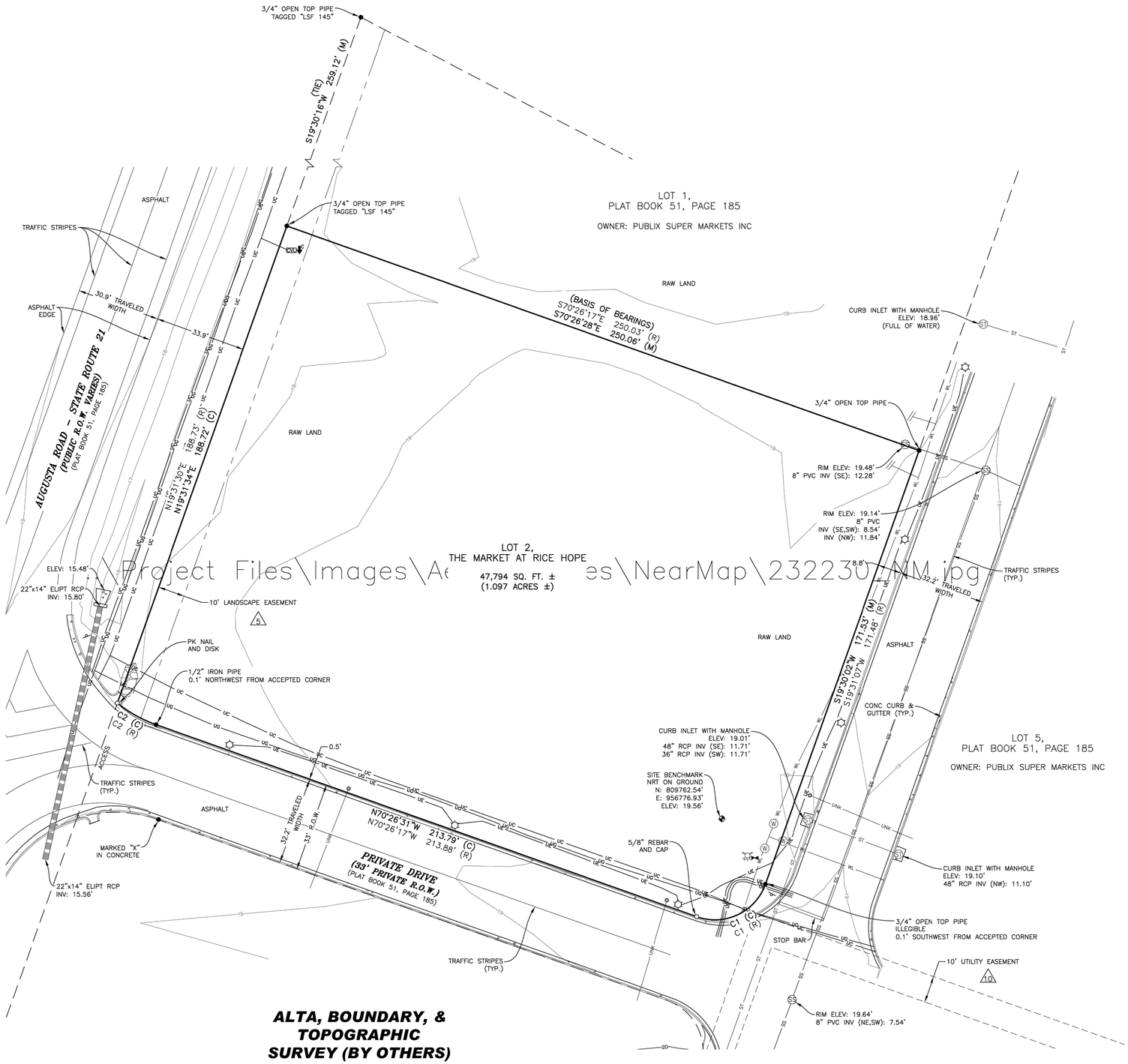
20 0 10 20

(IN FEET)
1 inch = 20 ft.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1 (C)	20.00'	31.61'	S64°38'16"W	28.42'	90°34'00"
C1 (R)	20.00'	31.43'	S64°32'25"W	28.29'	90°02'36"
C2 (C)	48.50'	16.53'	N60°42'27"W	16.45'	19°31'41"
C2 (R)	48.50'	16.47'	N60°42'35"W	16.39'	19°27'24"

LEGEND

- SITE BENCHMARK
- SET CONTROL POINT
- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (IRON PIN)
- (C) CALCULATED BEARING AND/OR DISTANCE.
- (M) MEASURED BEARING AND/OR DISTANCE.
- (R) RECORD BEARING AND/OR DISTANCE.
- SANITARY MANHOLE
- STORM MANHOLE
- 4" PVC STUB
- FIRE HYDRANT
- WATER VALVE
- WATER MANHOLE
- LIGHT POLE
- COMMUNICATION VAULT
- COMMUNICATION MARKER
- UNKNOWN TERMINUS
- LS LANDSCAPED AREA
- SIGN
- ST STORM LINE (UNDERGROUND)
- CULVERT
- SS SANITARY LINE (UNDERGROUND)
- WL WATER LINE (UNDERGROUND)
- UG GAS LINE (UNDERGROUND)
- UE ELECTRIC LINE (UNDERGROUND)
- UC COMMUNICATION LINE (UNDERGROUND)
- UNK UNKNOWN LINE (UNDERGROUND)
- CONCRETE AREA
- RIP-RAP AREA
- X EXCEPTION NUMBER



Project Files\Images\Aerial Images\NearMap\232230_NM.jpg

Site coordinated by:
Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.8533
www.clarkis.com

ALTA, BOUNDARY, & TOPOGRAPHIC SURVEY (BY OTHERS)

C-202

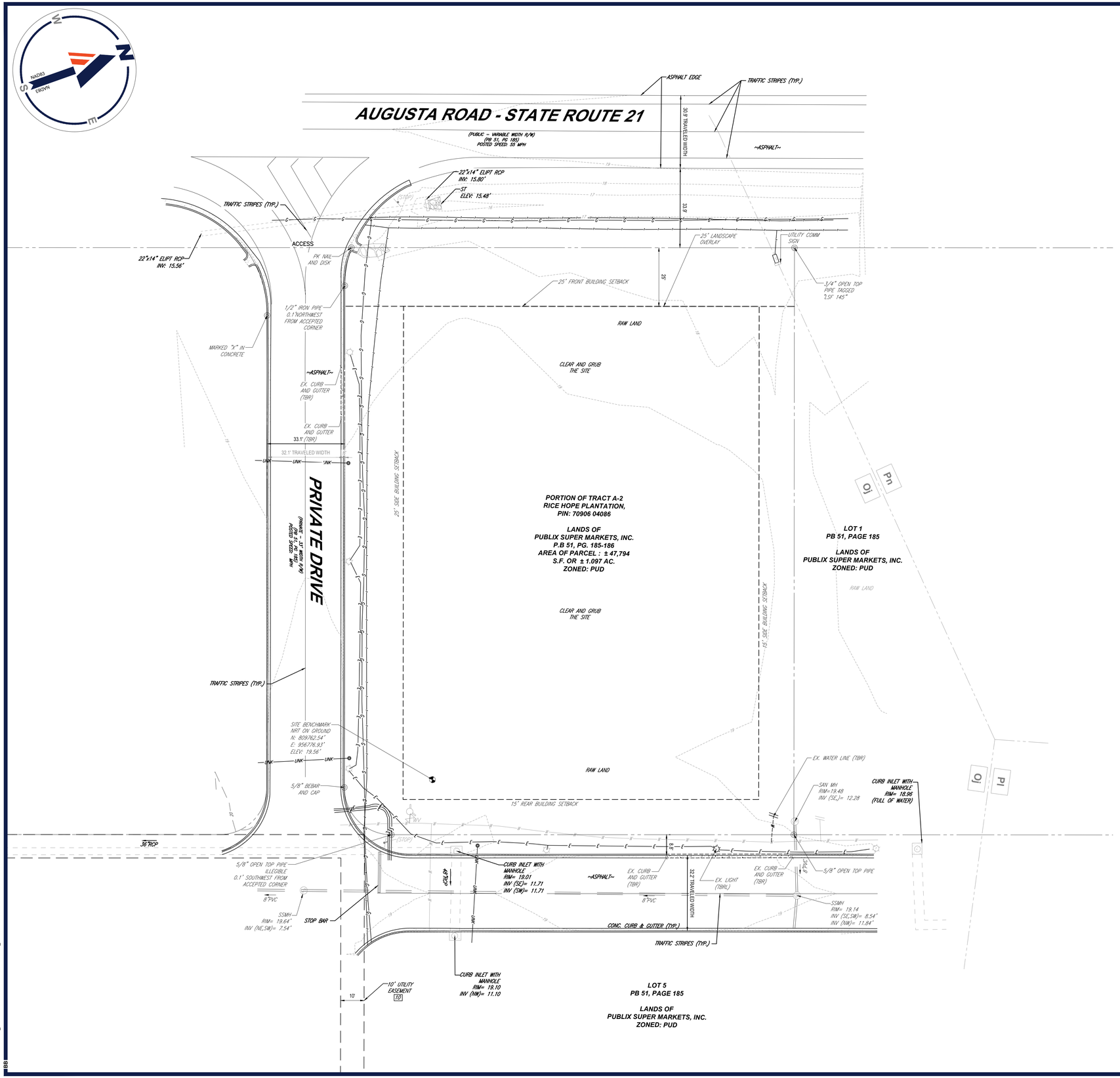
ASA ENGINEERING & SURVEYING, LLC.
103A S. PATTERSON ST. - VALDOSTA, GA 31601
PH.: (229) 244-0596 - info@asaseng.com - LSF 000380

Revisions			
No.	Description	By	Date

SITE NAME:
Port Wentworth, GA

ALTA/NSPS LAND TITLE SURVEY
LOT 2,
PLAT BOOK 51, PAGE 185,
8TH GEORGIA MILITIA DISTRICT, CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA.

Project No. 232230
Drawn By: FSN
Checked By: MOC
Date: 1/8/2024
Sheet 2 of 2



DEMOLITION ABBREVIATIONS	
ABBREVIATION	DESCRIPTION
(TBA)	TO BE ABANDONED
(TBR)	TO BE REMOVED
(TBV)	TO BE VACATED
(RELO)	TO BE RELOCATED

THIS PLAN TO BE UTILIZED FOR DEMOLITION PURPOSES ONLY

20 10 5 0 20
SCALE: 1" = 20'

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\C3D2024\TEMP\ACPUBLISH_107212\P-CIVL-EXDM-GAA230181.00-----LAYOUT: C-203 EXDM
BB

BOHLER TM

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	07/23/2024	OWNER COMMENTS	JB/BM / CC
2	08/20/2024	OWNER COMMENTS	JB/CC / CC/BB
3	12/06/2024	CITY COMMENTS	JB/CA / BB

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PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-EXDM-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE AT THE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED No. PE043191 PROFESSIONAL 12/06/2024 ENGINEER BRETT A. BUCKLAND

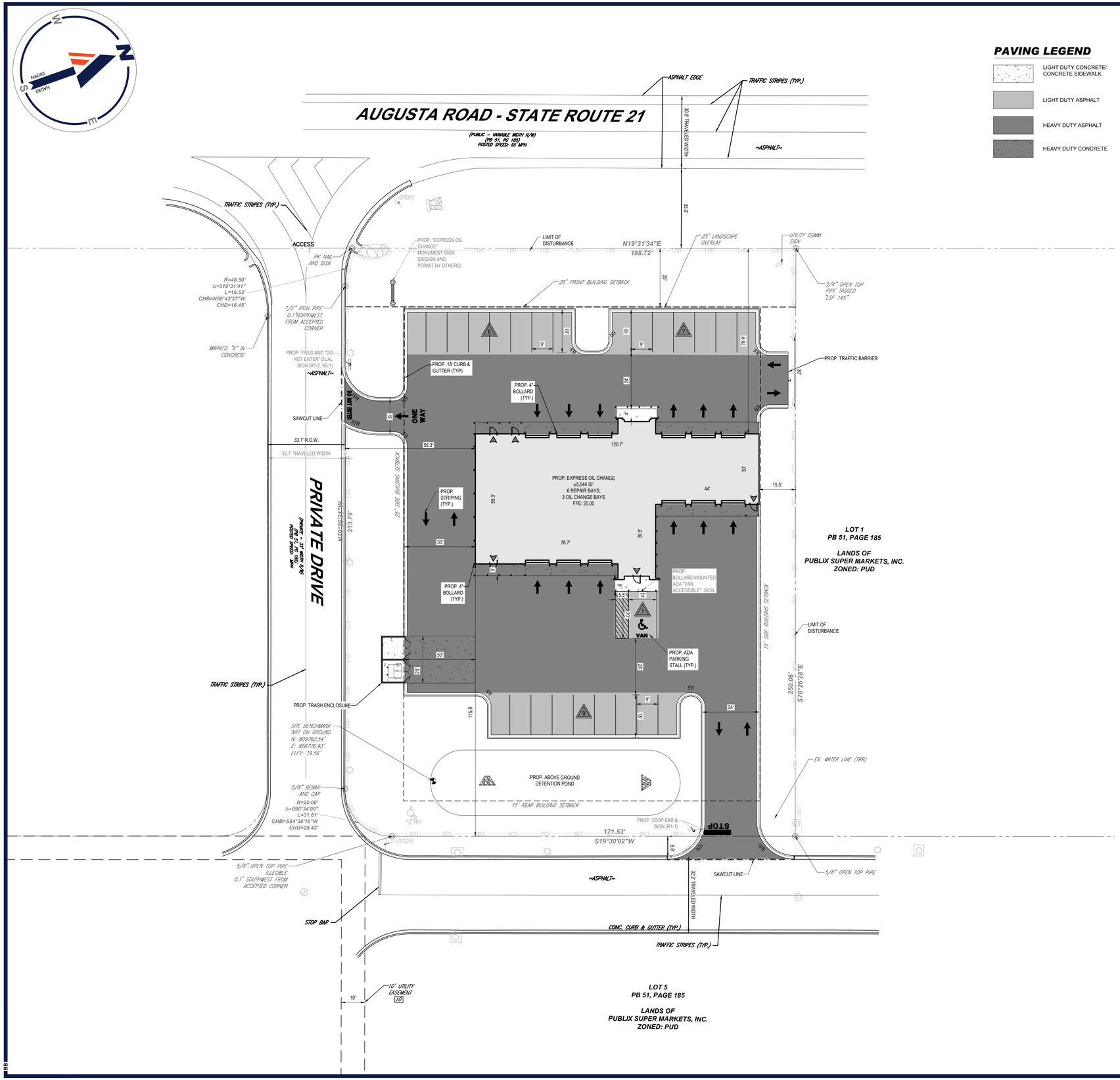
SHEET TITLE:

EXISTING CONDITIONS/ DEMOLITION PLAN

SHEET NUMBER:

C-203

REVISION 3 - 12/06/2024



PAVING LEGEND

- LIGHT DUTY CONCRETE/ CONCRETE SIDEWALK
- LIGHT DUTY ASPHALT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE

STANDARD DRAWING LEGEND

FOR ENTIRE PLAN SET
(NOT TO SCALE)

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
	ONSITE PROPERTY LINE / R.O.W. LINE	
	NEIGHBORING PROPERTY LINE / INTERIOR PARCEL LINE	
	EASEMENT LINE	
	SETBACK LINE	
	CONCRETE CURB & GUTTER	CURB AND GUTTER; SPILL CURB / TRANSITION CURB; DEPRESSED CURB AND GUTTER
	UTILITY POLE WITH LIGHT	
	POLE LIGHT	
	TRAFFIC LIGHT	
	TYPICAL LIGHT	
	ACORN LIGHT	
	TYPICAL SIGN	
	PARKING COUNTS	

BULK REQUIREMENTS:		REQUIRED	PROVIDED
A. MIN. LOT SIZE		1 ACRE	1.097 ACRES (±47,794 SF)
B. ZONING MIN. BUILDING SETBACK			
	FRONT SETBACK	25'	25'
	SIDE STREET SETBACK	25'	25'
	SIDE SETBACK ABUTTING COMMERCIAL	15'	15'
	REAR SETBACK ABUTTING COMMERCIAL	15'	15'
D. PARKING REQUIREMENTS			
	1 SPACE FOR EACH 400 SQUARE FEET OF LEASABLE AREA, PLUS 1 SPACE FOR EACH EMPLOYEE ON THE MAXIMUM WORK SHIFT.	MIN: 21 SPACES	25 SPACES
E. MIN. PARKING SPACE DIMENSIONS		9' x 18'	9' x 18'
G. MIN. DRIVE AISLE		24'	24'-30'

GENERAL SITE NOTES

1. OWNER:
   PUBLIX SUPER MARKETS, INC
   P.O. BOX 32018
   LAKELAND, FL, 33802
2. EQUITABLE DEVELOPER/APPLICANT:
   EXPRESS OIL CHANGE & TIRE ENGINEERS
   ADDRESS: 1880 SOUTH PARK DRIVE, BIRMINGHAM, AL 35750
   CONTACT: JUSTIN DUCK
   PHONE: (205) 600-6924
   EMAIL: JUSTIN.DUCK@EXPRESSOIL.COM
3. ALL SIDEWALKS, STRIPING AND SIGNAGE TO BE ADA AND CODE COMPLIANT.
4. ZONING DATA:
   PARCEL NUMBER: 70906 04086
   PARCEL AREA: ±1.097
   EXISTING ZONING: PUD
   PROPOSED USE: AUTO SERVICE CENTER (EXPRESS OIL)
5. THIS PLAN IS BASED ON THE FOLLOWING SURVEY INFORMATION:
   "ALTA/NSPS LAND TITLE SURVEY FOR EXPRESS OIL CHANGE, LLC."
   SURVEY COORDINATED BY "CLARK LAND SURVEYING,INC."
   177 S. TIFFANY DRIVE, PUEBLO WEST CO, 81007
   SURVEY DONE BY " ASA ENGINEERING & SURVEYING, LLC."
   103A S.PATTERSON ST. - VALDOSTA, GA 31601.
   DATED: 01/08/2024
   SURVEY JOB #: 232230
   TERRACON
   GEOTECH ENGINEERING REPORT
   2201 ROWLAND AVENUE
   SAVANNAH, GA31404
   DATED: 11/15/2023
   JOB #: ES235265
6. THE IMPROVEMENTS FOR THIS PROJECT INCLUDE THE CONSTRUCTION OF AN EXPRESS OIL CHANGE AND TIRE, ASSOCIATED PARKING FACILITIES, AND UNDERGROUND UTILITIES.
7. CONTRACTOR TO INSTALL SOD ON ALL DISTURBED UNPAVED AREAS. SOD TO MATCH SURROUNDING AREA.
8. GC TO PROVIDE IRRIGATION AS A DESIGN-BUILD SCOPE.
9. SITE IS SERVED BY THE CITY OF PORT WENTWORTH PUBLIC WORKS DEPARTMENT.

THIS PLAN TO BE UTILIZED FOR SITE LAYOUT PURPOSES ONLY

20 10 5 0 20
SCALE: 1" = 20'

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
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SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES
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PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-SITE-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE / TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED
Brett Buckland
No. PE043191
PROFESSIONAL
12/06/2024
ENGINEER
BRETT A. BUCKLAND

SHEET TITLE:

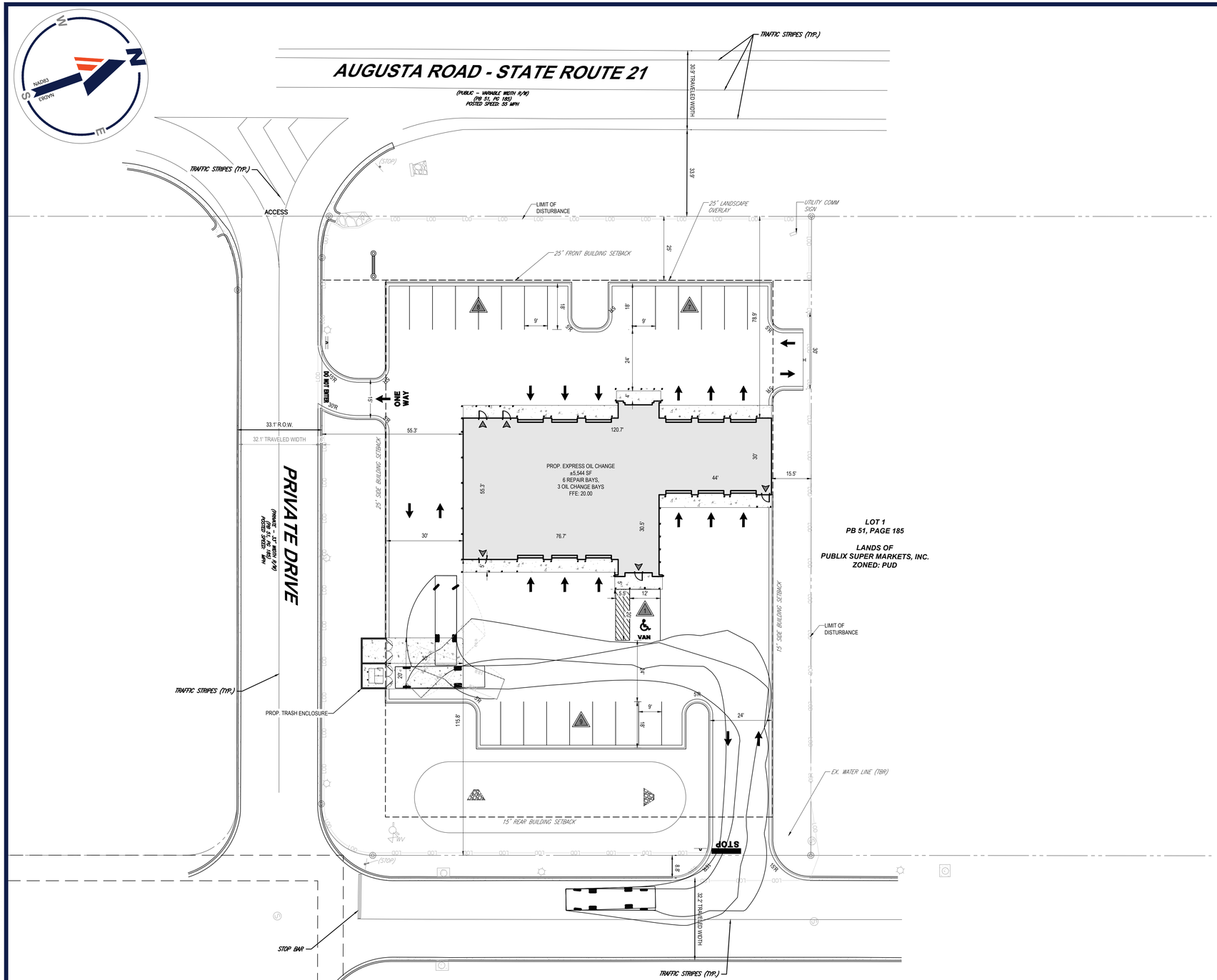
SITE & PAVING PLAN

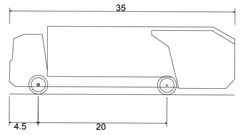
SHEET NUMBER:

C-301

REVISION 3 - 12/06/2024

Dec 06, 2024
H:\2023\GAA230181.00\ENGINEERING\CAD\DRAWINGS\PRESENTATION PLANS\P-CIVL-SITE-GAA230181.00-----LAYOUT: C-301 SITE
BB





Rear-Load Garbage Truck	
Overall Length	35.000ft
Overall Width	8.375ft
Overall Body Height	10.546ft
Min Body Ground Clearance	1.000ft
Track Width	8.375ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	29.300ft

20 10 5 0 20

SCALE: 1" = 20'

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
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SUSTAINABLE DESIGN
PERMITTING SERVICES
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REVISIONS

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3	12/06/2024	CITY COMMENTS	JB/CA / BB

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PROJECT No.:	GAA230181.00
DRAWN BY:	JB
CHECKED BY:	BB
DATE:	08/20/2024
CAD I.D.:	P-CIVL-SITE-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE / TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND
Brett Buckland
12/06/2024

SHEET TITLE:

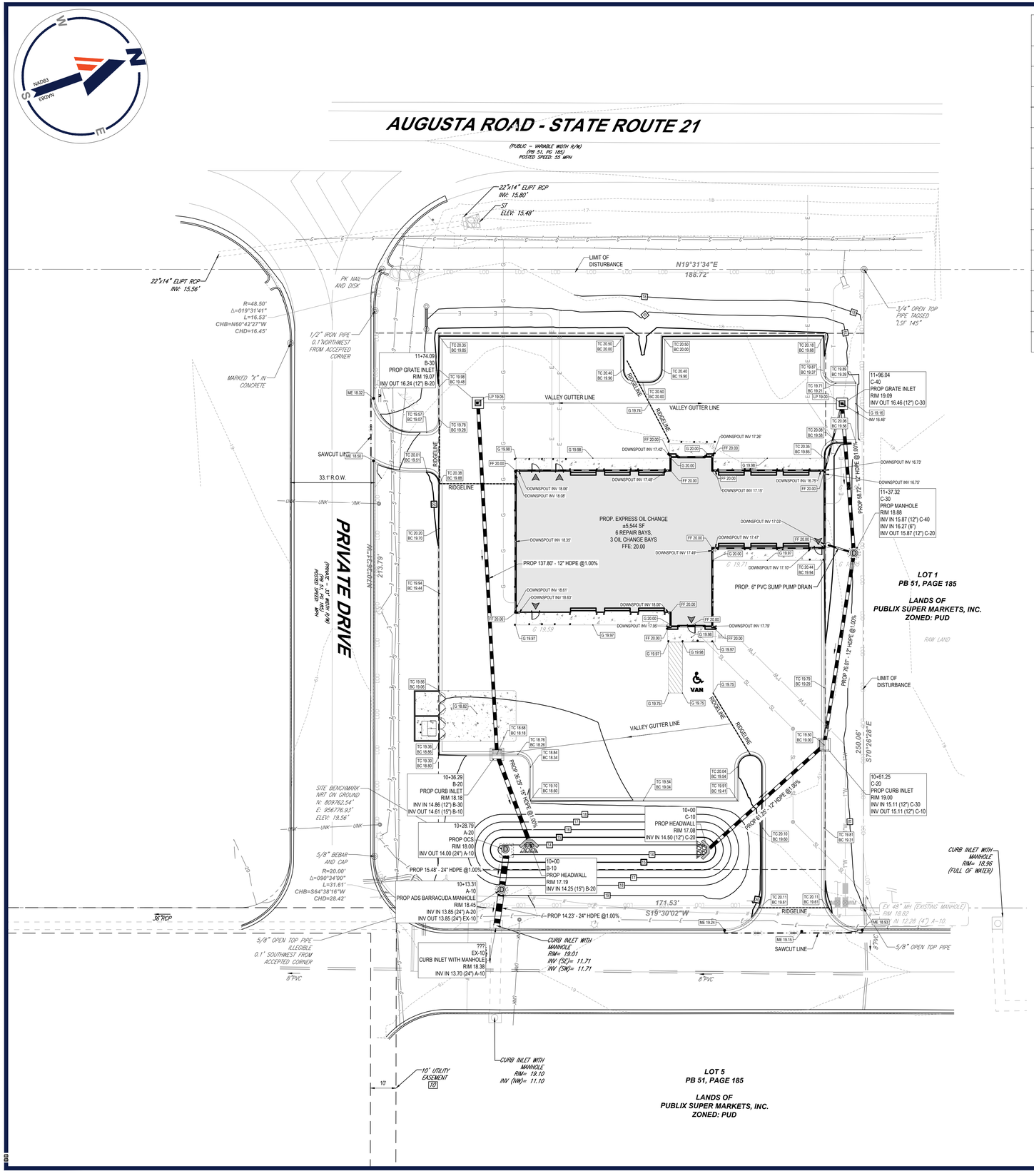
TRUCK TURN PLAN

SHEET NUMBER:

C-302

REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROD\BA\DATA_BOHLER\C3D2024\TEMP\ACPUBLISH_157212\P-CIVL-SITE-GAA230181.00----LAYOUT: C-302 TRUCK TURN PLAN
BB



GRADING LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
120 / 125	CONTOUR LINE	120 / 125
TC 516.4 OR 516.4	SPOT ELEVATIONS	TC 516.00 / TC 516.00 BC 515.55
SAN #	SANITARY LABEL	SAN #
STM #	STORM LABEL	STM #
	STORM SEWER	
D	STORM MANHOLE	D
	TYPICAL END SECTION	
	HEADWALL OR ENDWALL	
	YARD INLET	
	CURB INLET	
	MONITORING WELL	
	BORING	
	BENCHMARK	
	TEST PIT	

ALL UNDERGROUND UTILITIES REQUIRE AS-BUILT SURVEY. GC RESPONSIBLE TO COORDINATE WITH LOCAL AHJ ON AS-BUILT REQUIREMENTS.

GENERAL GRADING NOTES

1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN, AND THE CONTRACTOR MUST REFER TO THEM AND FULLY COMPLY WITH THESE NOTES, IN THEIR ENTIRETY. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL OF THE GENERAL NOTES AND ALL OF THE PLANS' SPECIFIC NOTES.
2. SITE GRADING MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AS REFERENCED IN THIS PLAN SET. IF NO GEOTECHNICAL REPORT HAS BEEN REFERENCED, THE CONTRACTOR MUST HAVE A GEOTECHNICAL ENGINEER PROVIDE WRITTEN SPECIFICATIONS AND RECOMMENDATIONS PRIOR TO THE CONTRACTOR COMMENCING THE GRADING WORK. THE CONTRACTOR MUST FOLLOW THE REQUIREMENTS OF ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS, WHICH HAVE JURISDICTION OVER THIS PROJECT.
3. THE CONTRACTOR IS REQUIRED TO SECURE ALL NECESSARY AND/OR REQUIRED PERMITS AND APPROVALS FOR ALL OFF-SITE MATERIAL SOURCES AND DISPOSAL FACILITIES. THE CONTRACTOR MUST SUPPLY A COPY OF APPROVALS TO THE ENGINEER OF RECORD AND THE OWNER PRIOR TO THE CONTRACTOR COMMENCING ANY WORK.
4. THE CONTRACTOR IS FULLY RESPONSIBLE FOR VERIFYING EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION. SHOULD DISCREPANCIES BETWEEN THE PLANS AND INFORMATION OBTAINED THROUGH FIELD VERIFICATIONS BE IDENTIFIED OR EXIST, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER OF RECORD, IN WRITING.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. THE CONTRACTOR MUST COMPACT ALL EXCAVATED OR FILLED AREAS IN STRICT ACCORDANCE WITH THE GEOTECHNICAL REPORT'S GUIDANCE. MOISTURE CONTENT AT TIME OF PLACEMENT MUST BE SUBMITTED IN A COMPACTION REPORT PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER, REGISTERED WITH THE STATE WHERE THE WORK IS PERFORMED. THIS REPORT MUST VERIFY THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES WHICH ARE IN EFFECT AND WHICH ARE APPLICABLE TO THE PROJECT. SUBBASE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT MUST BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE BY OWNER/DEVELOPER, OR OWNER/DEVELOPER'S REPRESENTATIVE, SUBBASE MUST BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL, COMPACTED AS THE GEOTECHNICAL REPORT DIRECTS. EARTHWORK ACTIVITIES INCLUDING, BUT NOT LIMITED TO, EXCAVATION, BACKFILL, AND COMPACTING MUST COMPLY WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. EARTHWORK ACTIVITIES MUST COMPLY WITH THE STANDARD STATE DOT SPECIFICATIONS FOR ROADWAY CONSTRUCTION (LATEST EDITION) AND ANY AMENDMENTS OR REVISIONS THERETO.
6. THE TOPS OF EXISTING MANHOLES, INLET STRUCTURES, AND SANITARY CLEANOUT TOPS MUST BE ADJUSTED, AS NECESSARY, TO MATCH PROPOSED FINISHED GRADES WITH NO TRIPPING OR SAFETY HAZARD IN ACCORDANCE WITH ALL APPLICABLE STANDARDS, REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES.
7. IN THE EVENT OF A DISCREPANCY(IES) AND/OR A CONFLICT(S) BETWEEN PLANS, OR RELATIVE TO OTHER PLANS, THE GRADING PLAN TAKES PRECEDENCE AND CONTROLS. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER OF RECORD, IN WRITING, OF ANY DISCREPANCY(IES) AND/OR CONFLICT(S).
8. THE CONTRACTOR IS RESPONSIBLE TO IMPORT FILL OR EXPORT EXCESS MATERIAL AS NECESSARY TO CONFORM TO THE PROPOSED GRADING, AND TO BACKFILL EXCAVATIONS FOR THE INSTALLATION OF UNDERGROUND IMPROVEMENTS.

STORM STRUCTURE SCHEDULE

STRUCTURE #	CATEGORY	GRT/RIM	INV IN	INV OUT
A-10	ADS BARRACUDA MANHOLE	18.45	INV IN = 13.85' (24")	INV OUT = 13.85 (24")
A-20	OCS	18.00		INV OUT = 14.00 (24")
B-10	HEADWALL	17.19	INV IN = 14.25' (15")	
B-20	CURB INLET	18.18	INV IN = 14.86' (12")	INV OUT = 14.61 (15")
B-30	GRATE INLET	19.07		INV OUT = 16.24 (12")
C-10	HEADWALL	17.08	INV IN = 14.50' (12")	
C-20	CURB INLET	19.00	INV IN = 15.11' (12")	INV OUT = 15.11 (12")
C-30	MANHOLE	18.88	INV IN = 15.87' (12") INV IN = 16.27' (6")	INV OUT = 15.87 (12")
C-40	GRATE INLET	19.09		INV OUT = 16.46 (12")
EX-10	CURB INLET WITH MANHOLE	18.38	INV IN = 13.70' (24")	

STORM SEWER PIPE SCHEDULE

FROM	FROM INV	TO	TO INV	PIPE LENGTH	SLOPE (%)	DIAMETER (IN.)	MATERIAL
	16.37'	C-30	16.27'	11'	1.00%	6"	HDPE
A-10	13.85'	EX-10	13.70'	14'	1.00%	24"	HDPE
A-20	14.00'	A-10	13.85'	15'	1.00%	24"	HDPE
B-20	14.61'	B-10	14.25'	36'	1.00%	15"	HDPE
B-30	16.24'	B-20	14.86'	138'	1.00%	12"	HDPE
C-20	15.11'	C-10	14.50'	61'	1.00%	12"	HDPE
C-30	15.87'	C-20	15.11'	76'	1.00%	12"	HDPE
C-40	16.46'	C-30	15.87'	59'	1.00%	12"	HDPE

THIS PLAN TO BE UTILIZED FOR SITE GRADING PURPOSES ONLY

20 10 5 0 20
SCALE: 1" = 20'

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BB

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PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-GDUL-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE / TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND
12/06/2024

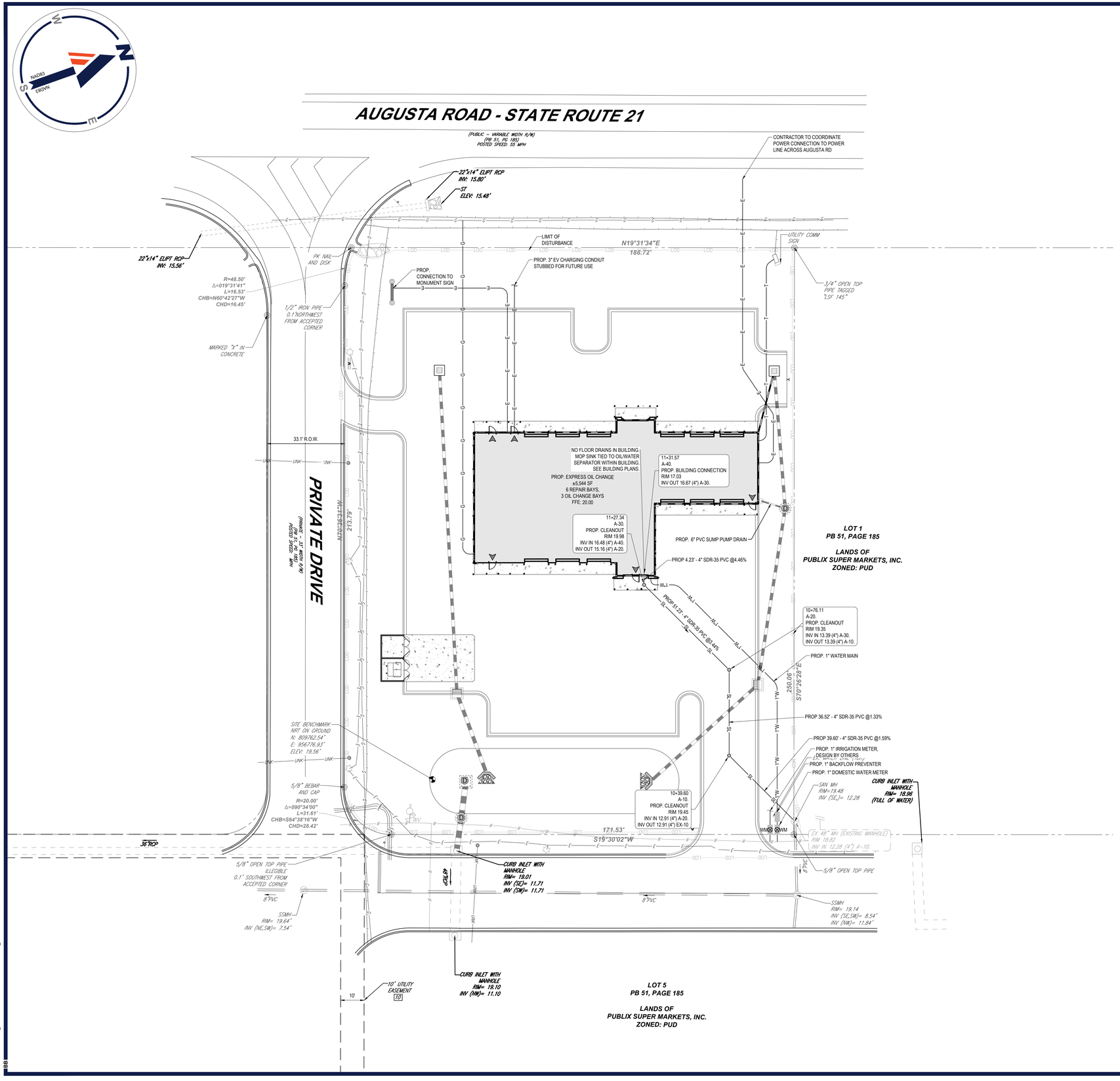
SHEET TITLE:

GRADING AND DRAINAGE PLAN

SHEET NUMBER:

C-401

REVISION 3 - 12/06/2024



UTILITY LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
LIMIT OF DISTURBANCE		LOD
SAN #	SANITARY LABEL	SAN #
SL	SANITARY SEWER LATERAL	SL
W	UNDERGROUND WATER LINE	W
E	UNDERGROUND ELECTRIC LINE	E
G	UNDERGROUND GAS LINE	G
OH	OVERHEAD WIRE	OH
T	UNDERGROUND TELEPHONE LINE	T
C	UNDERGROUND CABLE LINE	C
S	SANITARY SEWER MAIN	S
	HYDRANT	
S	SANITARY MANHOLE	S
D	STORM MANHOLE	D

UTILITY NOTES:

1. PRIOR TO WORK COMMENCEMENT, CONTRACTOR IS TO CONTACT LOCAL "GEORGIA 811" SERVICES FOR LOCATION OF ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK WHICH INCLUDES, BUT NOT LIMITED TO, RELOCATION OF UTILITIES ALONG ROADWAY AND OFFSITE IMPROVEMENTS IN ORDER TO DELIVER THE PROJECT.
2. ALL UTILITY WORK SHALL BE IN ACCORDANCE WITH GOVERNING LOCAL STANDARDS, LATEST EDITION.
3. BUILDING CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL ELECTRICAL SERVICES TO THE BUILDING, WHICH INCLUDE, BUT NOT LIMITED TO, TRANSFORMER, TRANSFORMER PADS, METERS, ETC.
4. CONTRACTOR SHALL COMPARE ALL CIVIL AND BUILDING PLAN SETS PRIOR TO CONSTRUCTION. THE ENGINEER AN ARCHITECT SHALL BE NOTIFIED OF ANY UTILITY DISCREPANCIES.

SANITARY STRUCTURE SCHEDULE

STRUCTURE #	CATEGORY	RIM	INV IN	INV OUT
A-10.	PROP. CLEANOUT	19.45	INV IN = 12.91' (4")	INV OUT = 12.91 (4")
A-20.	PROP. CLEANOUT	19.35	INV IN = 13.39' (4")	INV OUT = 13.39 (4")
A-30.	PROP. CLEANOUT	19.98	INV IN = 16.48' (4")	INV OUT = 15.16 (4")
A-40.	PROP. BUILDING CONNECTION	17.03		INV OUT = 16.67 (4")
EX-10	EXISTING MANHOLE	18.82	INV IN = 12.28' (4")	

SANITARY PIPE SCHEDULE

FROM	FROM INV	TO	TO INV	PIPE LENGTH	SLOPE (%)	DIAMETER (IN.)	MATERIAL
A-10.	12.91'	EX-10	12.28'	40'	1.59%	4"	SDR-35
A-20.	13.39'	A-10.	12.91'	37'	1.33%	4"	SDR-35
A-30.	15.16'	A-20.	13.39'	51'	3.44%	4"	SDR-35
A-40.	16.67'	A-30.	16.48'	4'	4.46%	4"	SDR-35

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20 10 5 0 20

SCALE: 1" = 20'

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DRAWN BY:	JB
CHECKED BY:	BB
DATE:	08/20/2024
CAD I.D.:	P-CIVL-GDUL-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE / TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND
12/06/2024

SHEET TITLE:

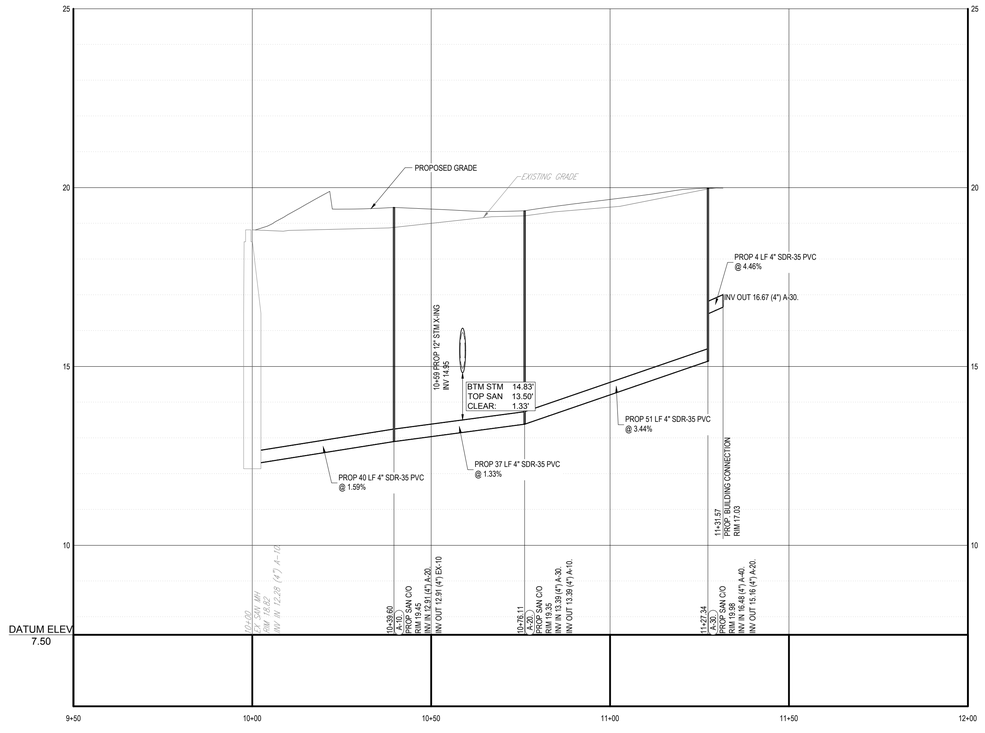
UTILITY PLAN

SHEET NUMBER:

C-501

REVISION 3 - 12/06/2024

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BB



PROPOSED SANITARY SEWER PROFILE (EX-10 TO A-40)

SCALE: 1"= 20 ' HORIZONTAL
1"= 2 ' VERTICAL

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PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE BY THE ENGINEERS

AUTO SERVICE FACILITY

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PORT WENTWORTH, GA

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GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND 12/06/2024

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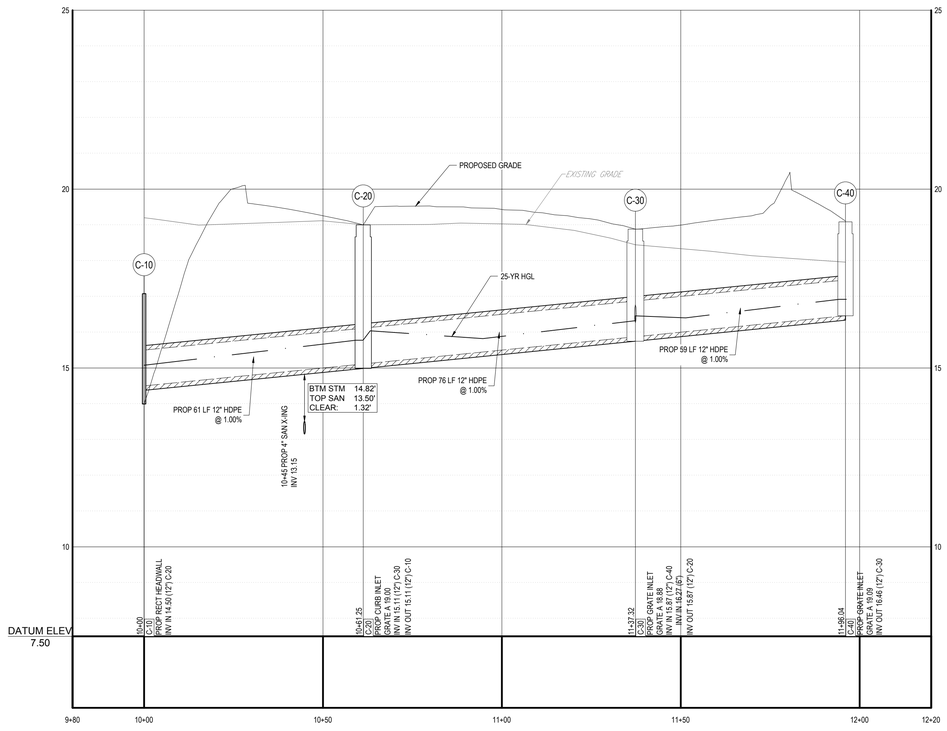
SANITARY PROFILES

SHEET NUMBER:

C-601

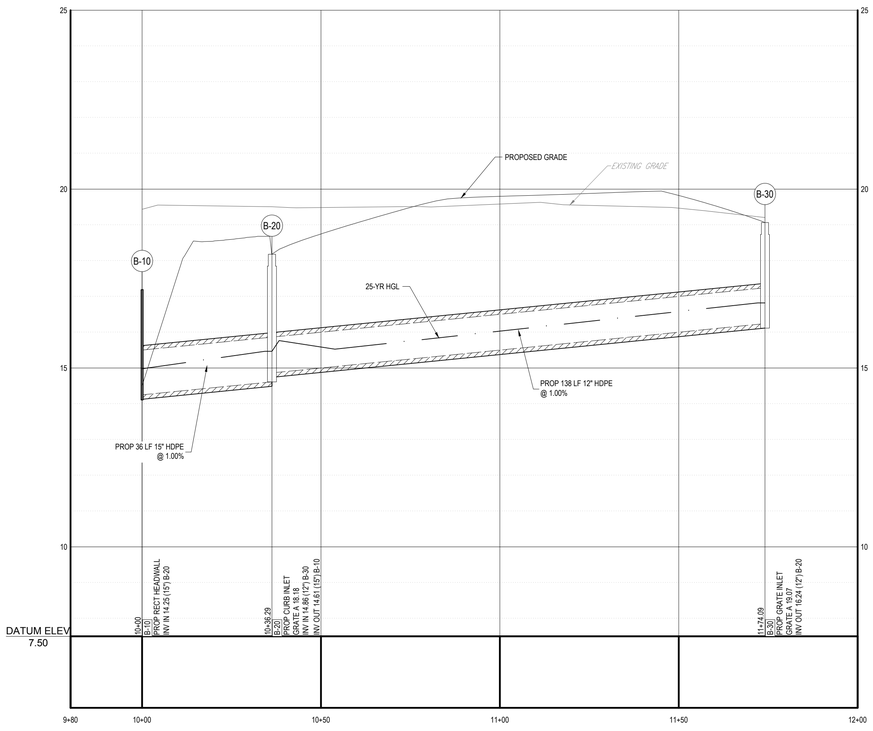
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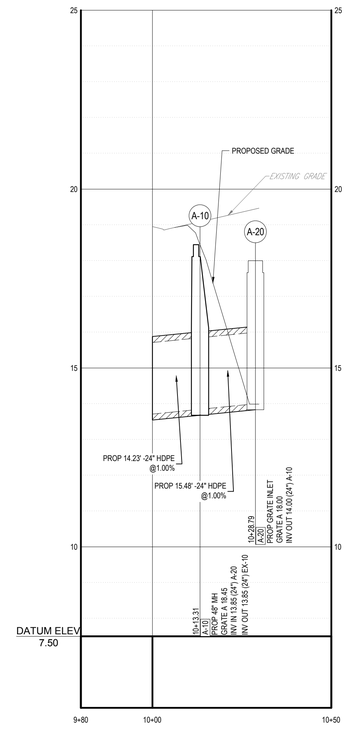
PROPOSED STM PROFILE (C-10 TO C-40)

SCALE: 1"= 20 ' HORIZONTAL
1"= 2 ' VERTICAL



PROPOSED STM PROFILE (B-10 TO B-30)

SCALE: 1"= 20 ' HORIZONTAL
1"= 2 ' VERTICAL



PROPOSED STM PROFILE (EX-10 TO A-20)

SCALE: 1"= 20 ' HORIZONTAL
1"= 2 ' VERTICAL

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EXPRESS OIL CHANGE & TIRE ENGINEERS

AUTO SERVICE FACILITY

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CHATHAM COUNTY
PORT WENTWORTH, GA

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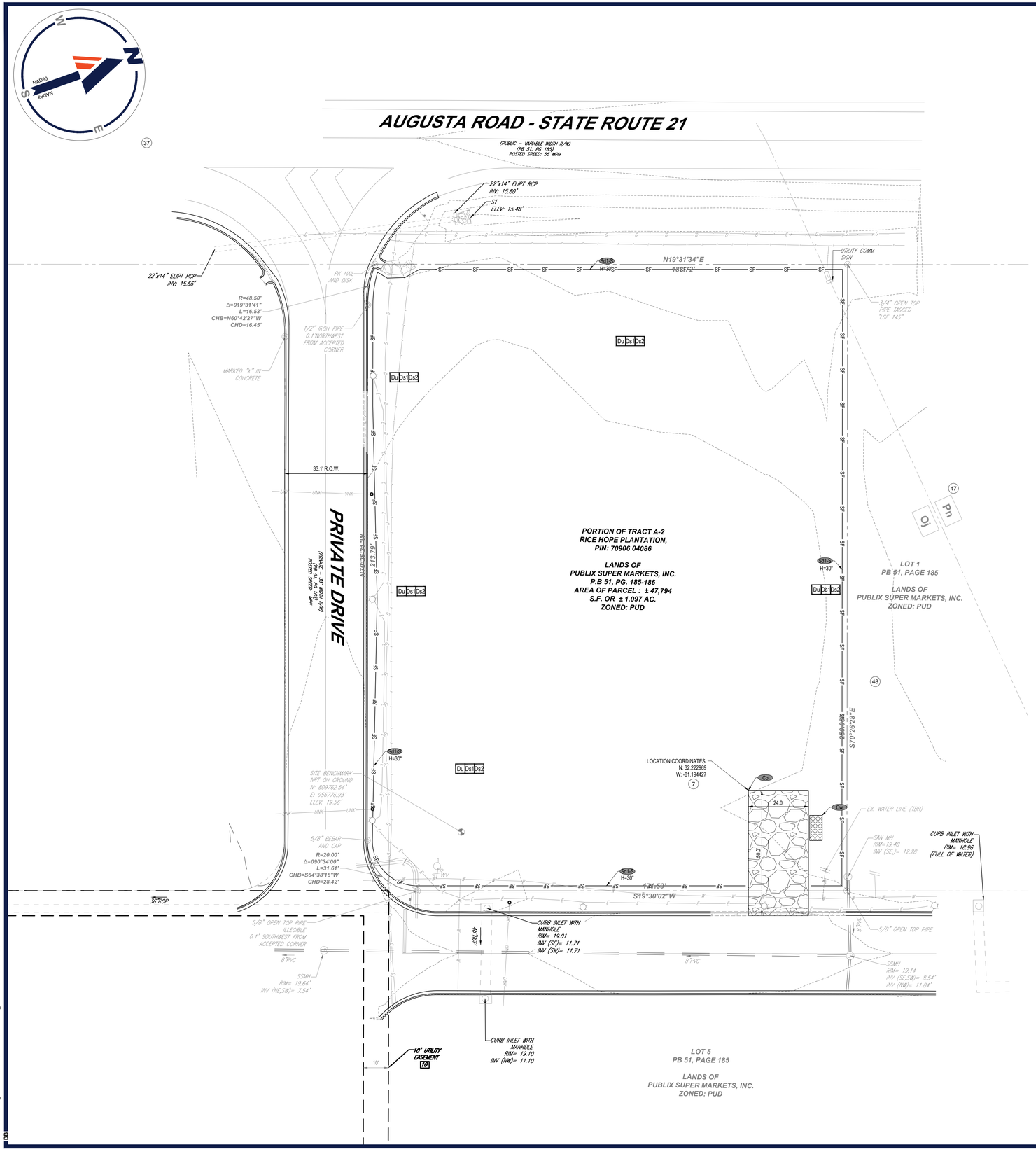
STORM PROFILES

SHEET NUMBER:

C-602

REVISION 3 - 12/06/2024

Dec 06, 2024
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BS



NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS. (15)

AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL. (17)

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING (21)

EROSION & SEDIMENT CONTROLS, ROCK CONSTRUCTION ENTRANCE, AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, LAND-DISTURBING ACTIVITIES. (19)

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE OR AS DIRECTED BY THE EROSION CONTROL INSPECTOR. (20)

WASHOUT OF CONCRETE DRUMS AT THE CONSTRUCTION SITE IS PROHIBITED.

NO STATE WATERS OR WETLANDS ARE LOCATED WITHIN 200 FEET OF THE PROJECT SITE

PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE TWO FOLLOWING METHODS TO PREVENT STORM WATER DISCHARGES ON THE SITE:
A. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER TEMPORARY ROOF.
B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT (18)

EROSION CONTROL NOTES:

1. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR EXIT FROM THE SITE
2. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO PUBLIC RIGHT OF WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS DEMANDS, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIAL SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC - ROADWAY OR INTO STORM DRAIN MUST BE REMOVED.
3. PROVIDE GPS COORDINATES AT CONSTRUCTION EXIT AS REQUIRED ON THE NOTICE INTENT UNDER THE NPDES APPLICATION.
4. PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEAN. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE SHALL OCCUR WITHIN THE APPROVED LIMITS.
5. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERIMETER EROSION CONTROL DEVICES AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
6. OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
8. THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. ALL SEDIMENT CONTROL WILL BE MAINTAINED UNTIL ALL UP STREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS/DRIVEWAY HAVE BEEN PAVED.
9. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
10. ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONTROL EROSION.

PHASE 1 (36)

1. INSTALL THE SWPPP INFORMATION SIGN AND POST REQUIRED DOCUMENTS NEAR THE PLANNED CONSTRUCTION EXIT, AND WITHIN EASY ACCESS TO THE GENERAL PUBLIC WITHOUT ENTERING THE SITE.
2. STAKE/FLAG THE LOD (WHERE STAKING IS NOT POSSIBLE/PRACTICAL, THE LOD MUST BE CONSPICUOUSLY, AND PROMINENTLY, MARKED TO DENOTE THE BOUNDARY). LOD MUST REMAIN CONSPICUOUSLY MARKED THROUGHOUT THE ENTIRE CONSTRUCTION PROJECT.
3. INSTALL PERIMETER SEDIMENT CONTROL BMP'S IN THE VICINITY OF, AND DOWN GRADIENT FROM, THE LOCATION OF THE PLANNED CONSTRUCTION EXIT, CONSTRUCTION OFFICE TRAILER, AND TEMPORARY PARKING AND STORAGE AREAS. CLEAR ONLY THE MINIMUM AREA ABSOLUTELY NECESSARY TO INSTALL THESE PERIMETER CONTROL BMP'S.
4. INSTALL STABILIZED CONSTRUCTION EXIT, AND SET THE PROJECT OFFICE TRAILER.
5. INSTALL REMAINING PERIMETER SEDIMENT CONTROL BMP'S, AS SHOWN ON THE SITE MAPS. CLEAR ONLY THE MINIMUM AREA NECESSARY TO INSTALL PERIMETER CONTROL BMP'S.
6. PREPARE TEMPORARY PARKING AND STORAGE AREA.
7. INSTALL TEMPORARY SEDIMENTATION TRAPS/EXCAVATION TRAPS. TRAPS MUST BE FULLY FUNCTIONAL BEFORE MASS CLEARING, GRADING OR EARTH MOVING OPERATIONS BEGIN.
8. BEGIN DEMOLISHING THE SITE.

EROSION & SEDIMENT CONTROL LEGEND (50)

LOD — LOD	LIMITS OF DISTURBANCE
	CONCRETE WASHOUT
Du	DUST CONTROL (USING: PHASING OF THE PROJECT, MULCH, SPRINKLING WATER, SPRAY-ON-ADHESIVE, CALCIUM CHLORIDE, BARRIERS, ETC.)
Ds1	DISTURBED AREA STABILIZATION - MULCHING
Ds2	DISTURBED AREA STABILIZATION - TEMPORARY SEEDING
SF — Sd1-S	TYPE S SEDIMENT BARRIER (SENSITIVE AREAS)
CO	STABILIZED CONSTRUCTION EXIT

DISTURBED AREA SUMMARY

DESCRIPTION	AREA (ACRES)
TOTAL PARCEL AREA	1.10±
ON-SITE DISTURBED AREA	1.09±
OFF-SITE DISTURBED AREA	0.01±
TOTAL DISTURBED AREA (ALL PHASES)	1.10±

MAPPED SOIL TYPES

SOIL TYPE	DESCRIPTION	SOIL GROUP
Oj	OCILLA COMPLEX	B/D
Pn	POOLER FINE SANDY LOAM	C/D

TAKEN FROM: USDA, NRCS WEB SOIL SURVEY FOR CHATHAM COUNTY, GEORGIA

PHASE 1 EROSION BMP STORAGE CALCULATIONS (6)

BMP	QUANTITY	TOTAL STORAGE (CY)
SILT FENCE (SENSITIVE) (0.29 CY/LF)	831 LF	241 CY
TOTAL SITE SEDIMENT STORAGE PROVIDED (134 CY PER AC REQUIRED)	147 CY REQUIRED	241 CY PROVIDED

PROPERTY OWNER

EXPRESS OIL CHANGE, LLC.
1800 SOUTHPARK DR.
BIRMINGHAM, AL 35244
CONTACT: JUSTIN DUCK
PHONE: (205) 600-6924
EMAIL: JUSTIN.DUCK@EXPRESSOIL.COM

24 HOUR CONTACT (4)

JUSTIN DUCK - (205) 600-6924

DESIGN PROFESSIONAL'S CERTIFICATION: (2) (12)

(1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT " MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED. THE PLAN PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALL. THE DESIGNATED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENT CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100001.

(2) "I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION."

(3) "I CERTIFY UNDER THE PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED, BASED UPON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

BRETT BUCKLAND, P.E.
GSWCC LEVEL II DESIGN PROFESSIONAL

ISSUED: 05/08/2018
EXPIRES: 05/08/2027

0000083972
CERTIFICATION #

THIS PLAN TO BE UTILIZED FOR SOIL EROSION AND SEDIMENT CONTROL PURPOSES ONLY

20 10 5 0 20 (37)
SCALE: 1" = 20'

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES
THE DESIGN, IDEAS AND CONCEPTS OF THESE PLANS, SPECIFICATIONS AND REPORTS ARE PROPRIETARY AND SHALL NOT BE DISCLOSED OR USED FOR ANY PURPOSE, WITHOUT THE WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED, SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES. © BOHLER

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1	07/23/2024	OWNER COMMENTS	JB/BM / CC
2	08/20/2024	OWNER COMMENTS	JB/CC / CC/BB
3	12/06/2024	CITY COMMENTS	JB/CA / BB

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PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-ERO1-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE / TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

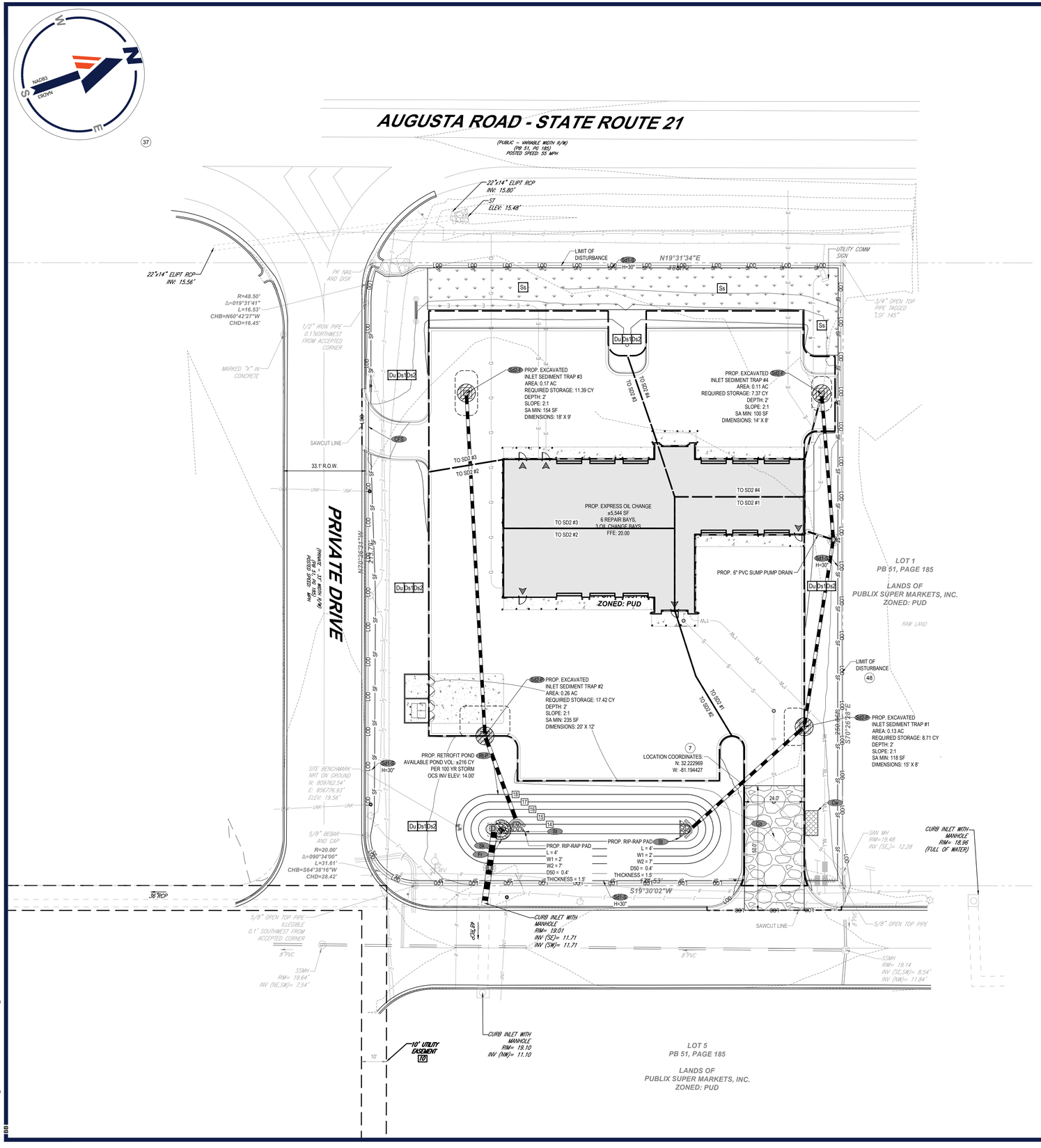
GEORGIA REGISTERED No. PE043191 PROFESSIONAL 12/06/2024 ENGINEER BRETT A. BUCKLAND

SHEET TITLE:
EROSION AND SEDIMENT CONTROL PLAN PHASE 1

SHEET NUMBER:
C-801

REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\CI2024\TEMP\ACPUBLISH_15721\SP-CIVL-ERO1-GAA230181.00-----3-LAYOUT: C-801 ERO1
BB



GENERAL NOTES:

1. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR EXIT FROM THE SITE
2. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO PUBLIC RIGHT OF WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS DEMANDS, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIAL SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC - ROADWAY OR INTO STORM DRAIN MUST BE REMOVED.
3. PROVIDE GPS COORDINATES AT CONSTRUCTION EXIT AS REQUIRED ON THE NOTICE INTENT UNDER THE NPDES APPLICATION.
4. PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEAN. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE SHALL OCCUR WITHIN THE APPROVED LIMITS.
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6. OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
8. THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. ALL SEDIMENT CONTROL WILL BE MAINTAINED UNTIL ALL UP STREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS/DRIVEWAY HAVE BEEN PAVED.
9. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
10. ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONTROL EROSION.

NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS. (15)

AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL. (17)

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING (21)

EROSION & SEDIMENT CONTROLS, ROCK CONSTRUCTION ENTRANCE, AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

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EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE OR AS DIRECTED BY THE EROSION CONTROL INSPECTOR. (20)

WASHOUT OF CONCRETE DRUMS AT THE CONSTRUCTION SITE IS PROHIBITED.

NO STATE WATERS OR WETLANDS ARE LOCATED WITHIN 200 FEET OF THE PROJECT SITE

PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE TWO FOLLOWING METHODS TO PREVENT STORM WATER DISCHARGES ON THE SITE:
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B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT (18)

DESIGN PROFESSIONAL'S CERTIFICATION: (2) (12)

(1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT " MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED. THE PLAN PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALL. THE DESIGNATED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENT CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100001.

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GSWCC LEVEL II DESIGN PROFESSIONAL

ISSUED: 05/08/2018
EXPIRES: 05/08/2027

0000083972
CERTIFICATION #

EROSION & SEDIMENT CONTROL LEGEND (50)

LOD — LOD		LIMITS OF DISTURBANCE
	RtP	RETRO-FITTED DETENTION POND
		CONCRETE WASHOUT
	Du	DUST CONTROL (USING: PHASING OF THE PROJECT, MULCH, SPRINKLING WATER, SPRAY-ON-ADHESIVE, CALCIUM CHLORIDE, BARRIERS, ETC.)
	Ds1	DISTURBED AREA STABILIZATION - MULCHING
	Ds2	DISTURBED AREA STABILIZATION - TEMPORARY SEEDING
	Ss	SLOPE STABILIZATION
SF	Sd1-S	TYPE S SEDIMENT BARRIER (SENSITIVE AREAS)
	CO	STABILIZED CONSTRUCTION EXIT
	Sd2	EXCAVATED SEDIMENT TRAP
	St	STORM DRAIN OUTLET PROTECTION
	Fr	FILTER RING
	CFS	COMPOST FILTER SOCK

DISTURBED AREA SUMMARY

DESCRIPTION	AREA (ACRES)
TOTAL PARCEL AREA	1.10±
ON-SITE DISTURBED AREA	1.09±
OFF-SITE DISTURBED AREA	0.01±
TOTAL DISTURBED AREA (ALL PHASES)	1.10±

MAPPED SOIL TYPES

SOIL TYPE	DESCRIPTION	SOIL GROUP
Oj	OCILLA COMPLEX	B/D
Pn	POOLER FINE SANDY LOAM	C/D

TAKEN FROM: USDA, NRCS WEB SOIL SURVEY FOR CHATHAM COUNTY, GEORGIA

PHASE 2 EROSION BMP STORAGE CALCULATIONS (6)

BMP	QUANTITY	TOTAL STORAGE (CY)
SILT FENCE (SENSITIVE) (0.29 CY/LF)	831 LF	241 CY
EXCAVATED INLET SEDIMENT TRAPS	4	216 CY
TOTAL SITE SEDIMENT STORAGE PROVIDED (134 CY PER AC REQUIRED)	147 CY REQUIRED	457 CY PROVIDED

PROPERTY OWNER

EXPRESS OIL CHANGE, LLC.
1800 SOUTHPARK DR.
BIRMINGHAM, AL 35244
CONTACT: JUSTIN DUCK
PHONE: (205) 600-6924
EMAIL: JUSTIN.DUCK@EXPRESSOIL.COM

24 HOUR CONTACT (4)

JUSTIN DUCK - (205) 600-6924

PHASE 2 (36)

1. BEGIN GRADING THE SITE
2. INSTALL UNDERGROUND UTILITIES, STORM SEWER PIPES.
3. BEGIN INSTALLATION OF PHASE 2 EXCAVATED INLET SEDIMENT TRAPS AS INLETS ARE INSTALLED.
4. MUCK TEMPORARY SEDIMENT TRAPS/EXCAVATION TRAPS AND BRING FINAL GRADE AS CONSTRUCTION PROGRESSES
5. TEMPORARILY STABILIZE, THROUGHOUT CONSTRUCTION IMMEDIATELY FOLLOWING THE COMPLETION OF THE MOST RECENT LAND DISTURBING/GRADING ACTIVITY, ANY DISTURBED AREAS, INCLUDING MATERIAL STOCKPILES THAT ARE SCHEDULED OR LIKELY TO REMAIN INACTIVE FOR 14 DAYS OR MORE.
6. IMMEDIATELY PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
7. FINISH INSTALLATION OF ABOVE GROUND DETENTION SYSTEM
8. PREPARE SITE FOR PAVING
9. BEGIN INSTALLATION OF CURB/GUTTER, AND BUILDING FOUNDATION

THIS PLAN TO BE UTILIZED FOR SOIL EROSION AND SEDIMENT CONTROL PURPOSES ONLY

20 10 5 0 20 (37)
SCALE: 1" = 20'

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
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PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-ERO2-GAA230181.00

PROJECT:
PROP. SITE PLAN DOCUMENTS
FOR
EXPRESS OIL CHANGE / TIRE ENGINEERS

AUTO SERVICE FACILITY
LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
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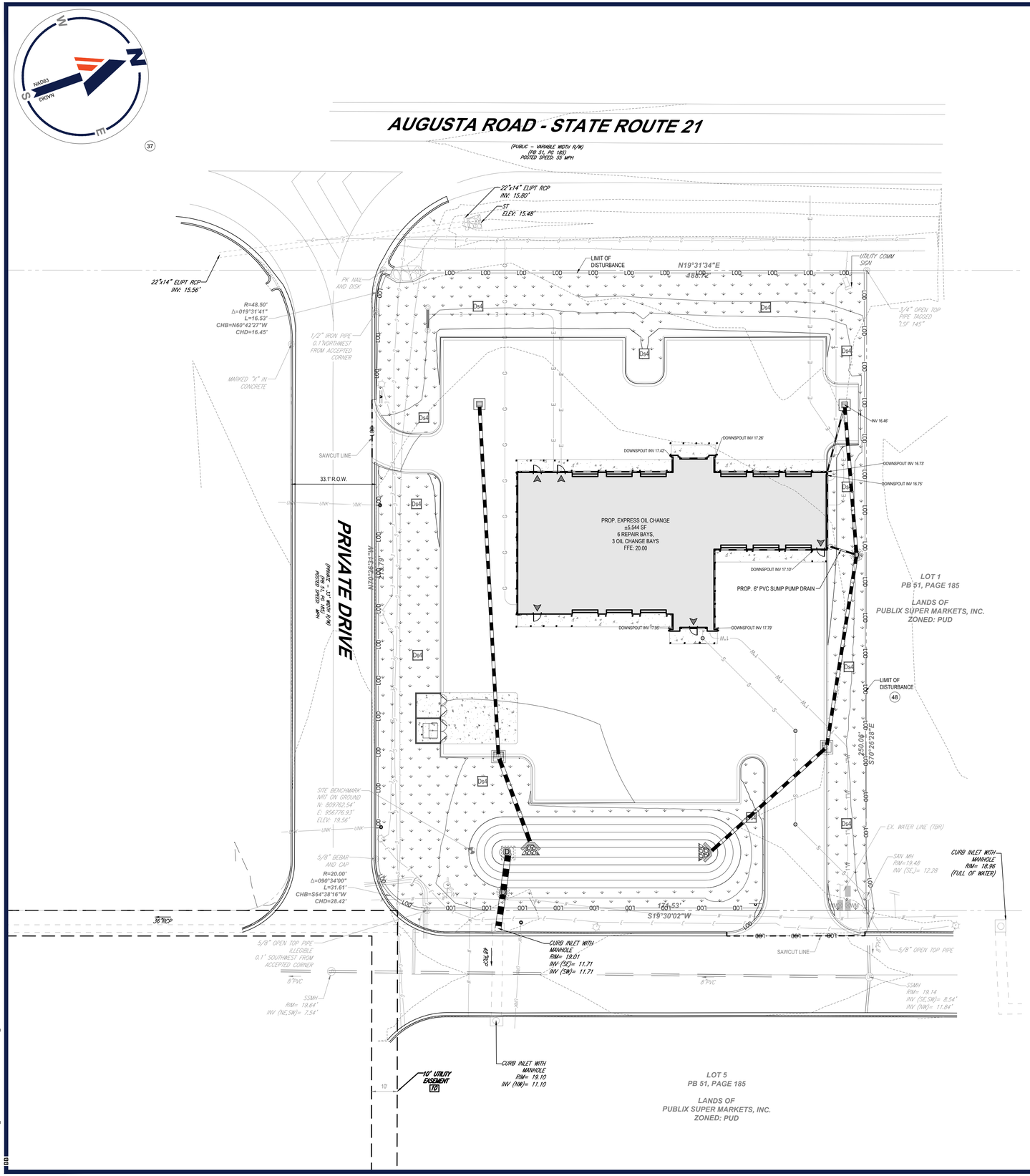
GEORGIA REGISTERED No. PE043191 PROFESSIONAL 12/06/2024 ENGINEER BRETT A. BUCKLAND

SHEET TITLE:
EROSION AND SEDIMENT CONTROL PLAN PHASE 2

SHEET NUMBER:
C-802

REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\CI2020241\TEMP\ACPUBLISH_15721\SP-CIVL-ERO2-GAA230181.00-----1A\LYOUT C-802 ERO2
BB



GENERAL NOTES:

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EROSION & SEDIMENT CONTROL LEGEND (50)

LOD — LIMITS OF DISTURBANCE

D≤4 — DISTURBED AREA STABILIZATION - PERMANENT SODDING (SEE LANDSCAPE PLAN FOR PLANTING TYPES AND QUANTITIES)

PROPERTY OWNER

EXPRESS OIL CHANGE, LLC.
1800 SOUTHPARK DR.
BIRMINGHAM, AL 35244
CONTACT: JUSTIN DUCK
PHONE: (205) 600-6924
EMAIL: JUSTIN.DUCK@EXPRESSOIL.COM

24 HOUR CONTACT

JUSTIN DUCK - (205) 600-6924

PHASE 3 (36)

1. MUCK EXCAVATED INLET SEDIMENT TRAPS BRING AREAS TO FINAL GRADE.
2. REMOVED ALL TEMPORARY PIPES, PLUG/REPAIR ALL AFFECTED INLETS TO PROVIDE PERMANENT PIPE CONNECTIONS. ENSURE ALL PERMANENT PIPES ARE FULLY OPERATIONAL.
3. FINISH CURB/GUTTER AND PAVING OF SITE.
4. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
5. COMPLETE CONSTRUCTION OF BUILDING.
6. REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S)
7. STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF TEMPORARY BMP'S.
8. CONTINUE DAILY INSPECTIONS AND REPORTS UNTIL THE SITE IS FULLY STABILIZED AND THE GENERAL CONSTRUCTION PERMIT GAR100001 IS TERMINATED.

NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS. (15)

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NO STATE WATERS OR WETLANDS ARE LOCATED WITHIN 200 FEET OF THE PROJECT SITE

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DATE:	08/20/2024
CAD I.D.:	P-CIVL-ERO3-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE / TIRE ENGINEER

AUTO SERVICE FACILITY
LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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SHEET TITLE:

EROSION AND SEDIMENT CONTROL PLAN PHASE 3

SHEET NUMBER:

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GENERAL CONSERVATION NOTES AND SPECIFICATIONS

(SOURCE: GEORGIA SOIL AND WATER CONSERVATION COMMISSION

I. GENERAL INFORMATION

A. THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE AVAILABLE AT THE SITE.
B. NO SEDIMENT OR SEDIMENT LADEN WATER MUST BE ALLOWED TO LEAVE THE SITE WITHOUT FIRST BEING PROPERLY FILTERED.
C. ANY SEDIMENT THAT IS TRACKED ONTO THE ROAD MUST BE CLEANED OFF BEFORE THE END OF THE DAY.
D. DISTURBED AREAS ON WHICH EARTHMOVING ACTIVITIES HAVE CEASED AND WHICH WILL REMAIN EXPOSED SHALL BE STABILIZED IMMEDIATELY, EITHER TEMPORARILY OR PERMANENTLY, INCLUDING THE RESTORATION OF DRIVEWAYS, STOCKPILES, OFF-SITE UNDERGROUND UTILITY LINES AND GRADED PERIMETER AREAS. DURING NON-GERMINATION PERIODS, MULCH MUST BE APPLIED AT RECOMMENDED RATES. CRUSHED STONE ON PAVEMENT SUBGRADE IS CONSIDERED ADEQUATE PROTECTION.
E. AREAS THAT FAIL TO GERMINATE MUST BE RE-SEEDED OR MULCHED.
F. WHERE DISTURBED AREAS ARE DIFFICULT TO STABILIZE, NETTING SHOULD BE USED TO HOLD SEED AND MULCH IN PLACE; THIS IS ESPECIALLY IMPORTANT AROUND WATERCOURSES, IN SWALES AND AREAS OF CONCENTRATED FLOWS, STEEP SLOPES.
G. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROL AFTER EACH RUNOFF EVENT, AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, RE-GRADING, RE-SEEDING, RE-MULCHING, AND RE-NETTING, MUST BE PERFORMED IMMEDIATELY.
H. IF AT ANY TIME PRIOR TO SITE STABILIZATION ANY E&SP PROBLEMS OCCUR WHICH REQUIRE ADDITIONAL CONTROLS, IMMEDIATE ACTION MUST BE TAKEN TO CORRECT THE PROBLEMS.
I. THE CONTRACTOR MUST DEVELOP AND COORDINATE WITH OWNER AND HAVE APPROVED BY THE GSWCC, A SEPARATE EROSION AND SEDIMENT POLLUTION CONTROL PLAN FOR EACH SPOIL, BORROW OR OTHER WORK AREA NOT DETAILED ON THE PERMITTED PLANS, WHETHER LOCATED WITHIN OR OUTSIDE OF THE LIMITS OF CONSTRUCTION.
J. CONTRACTOR SHALL NOTIFY THE GSWCC OF DISPOSAL METHOD AND LOCATION OF MATERIALS (IF ANY) TO BE REMOVED FROM SITE.
K. STANDARD FOR DISPOSAL OF MATERIALS:
L. ALL MATERIALS TO BE RECYCLED OR DISPOSED OF MUST DO SO IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL REGULATIONS. STOCKPILES TO BE HAULED OFF SITE MUST HAVE AN APPROVED EROSION AND SEDIMENT CONTROL PLAN AT THE DESTINATION LOCATION.

II. STANDARD FOR LAND GRADING

A. DEFINITION: RESHAPING THE GROUND SURFACE BY GRADING TO PLAN GRADES, WHICH ARE DETERMINED BY TOPOGRAPHIC SURVEY AND LAYOUT.
1. PROVISIONS SHALL BE MADE TO SAFELY CONDUCT SURFACE WATER TO STORM DRAINS OR SUITABLE WATER COURSES AND TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FULL SLOPES.
2. ADJOINING PROPERTY SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS.

B. INSTALLATION REQUIREMENTS
1. TIMBER, LOGS, BRUSH, RUBBISH, ROCKS, STUMPS AND VEGETABLE MATTER WHICH WILL INTERFERE WITH THE GRADING OPERATION OR AFFECT THE PLANNED STABILITY OR FILL AREAS SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH STANDARD FOR DISPOSAL OF MATERIALS.
2. FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, TIMBER, LOGS, VEGETATIVE MATTER AND STUMPS IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
3. ALL FILLS SHALL BE COMPACTED SUFFICIENTLY FOR THEIR INTENDED PURPOSE AND AS REQUIRED TO REDUCE SLIPPING, EROSION OR EXCESS SATURATION.
4. ALL DISTURBED AREAS SHALL BE LEFT WITH A NEAT AND FINISHED APPEARANCE AND SHALL BE PROTECTED FROM EROSION.
5. (SEE I. D.)

III. STANDARD FOR UTILITY TRENCH EXCAVATION

A. LIMIT ADVANCE CLEARING AND GRUBBING OPERATIONS TO A DISTANCE EQUAL TO TWO TIMES THE LENGTH OF PIPE INSTALLATION THAT CAN BE COMPLETED IN ONE DAY.
B. LIMIT DAILY TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT, PLUG INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY. DAILY BACKFILLING OF THE TRENCH MAY BE DELAYED FOR A MAX. OF SIX DAYS FOR CERTAIN CASES REQUIRING TESTING OF THE INSTALLED PIPE.
C. WATER WHICH ACCUMULATES IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY PUMPING TO A FACILITY FOR REMOVAL OF SEDIMENT (SEDIMENT FILTER BAG, SEE DETAIL) BEFORE PIPE PLACEMENT AND/OR BACKFILLING BEGINS.
D. ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS AND APPROPRIATE TEMPORARY EROSION AND SEDIMENT POLLUTION CONTROL MEASURES / FACILITIES WILL BE INSTALLED. SEEDING AND MULCHING OF ALL DISTURBED AREAS WILL BE DONE IMMEDIATELY.
E. WORK CREWS AND EQUIPMENT FOR TRENCHING, PLACEMENT OF PIPE, PLUG CONSTRUCTION AND BACKFILLING WILL BE SELF CONTAINED AND SEPARATE FROM CLEARING AND GRUBBING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
F. ALL SOIL EXCAVATED FROM THE TRENCH WILL BE PLACED ON THE UPHILL SIDE OF THE TRENCH.

IV. STANDARD FOR TEMPORARY STABILIZATION

A. STANDARD FOR TEMPORARY STABILIZATION WITH MULCH
1. MULCHING IS MOST APPLICABLE TO THOSE AREAS SUBJECT TO PERIODIC DISTURBANCE AND REWORKING. IN ADDITION, STABILIZATION WITH MULCH SHALL BE USED DURING NON-GERMINATION PERIODS.
2. PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO THE SLOPE.
3. GRADE AS NEED AND FEASIBLE. SEE STANDARD FOR LAND GRADING.
4. PROTECTIVE MATERIALS TO BE USED:
a. UNROTTED SMALL-GRAIN STRAW OR HAY AT 3.0 TONS PER ACRE SPREAD UNIFORMLY AT 135 POUNDS PER 1000 SQUARE FEET AND ANCHORED WITH LIQUID MULCH BINDER OR; WOOD-FIBER OR PAPER-FIBER MULCH AT A RATE OF 1500 POUNDS PER ACRE MAY BE APPLIED BY A
b. HYDROSEEDER OR HYDROMULCHER. USE IS LIMITED TO FLATTER SLOPES AND DURING OPTIMUM SEEDING PERIODS IN SPRING AND FALL. LIQUID MULCH BINDERS: APPLY IMMEDIATELY AFTER PLACEMENT OF HAY OR STRAW MULCH TO MINIMIZE LOSS BY WIND OR WATER. IF EMULSIFIED ASPHALT - (SS-1, CSS-1, CMS-2, MS-2, RS-1, RS-2, CRS-1 AND CRS-2), APPLY 0.04 GAL./SQ. YD. OR 194 GAL./ACRE ON FLAT SLOPES LESS THAN 8' HIGH. ON SLOPES 8' OR MORE HIGH USE 0.075 GAL./SQ. YD. OR 363 GAL./ACRE.

B. STANDARD FOR TEMPORARY STABILIZATION WITH SEED
1. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE YEAR MUST BE SEEDED AND MULCHED IMMEDIATELY WITH A TEMPORARY COVER.
2. SEEDBED PREPARATION
a. PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO SLOPE.
b. APPLY GROUND LIMESTONE AT A RATE OF 1 TON/AC.
c. APPLY 10-10-10 FERTILIZER A RATE OF 150 LB/AC.
d. WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF FOUR (4) INCHES.

C. SEEDING
LATE WINTER/EARLY SPRING (PIEDMONT JAN.1 - MAY 1; COASTAL PLAIN DEC. 1 - APRIL 15)
1. SEED MIXTURE TEMPORARY:
• RYE(GRAIN) SHALL BE APPLIED AT A RATE OF 120 LB/ACRE
• ANNUAL LESPEDEZA (KOBE) SHALL BE APPLIED AT A RATE OF 50 LB/ACRE
2. APPLY SEED UNIFORMLY. NORMAL SEEDING DEPTH IS FROM 1/4" TO 1/2". HYDROSEEDINGS (INCLUDING FERTILIZER AND SEED IN A SLURRY FORM), MAY BE LEFT ON THE SOIL SURFACE. SOIL CONSERVATION DISTRICT CAN REQUIRE SPECIFIC TECHNIQUES FOR HYDROSEEDING AND/OR HYDROMULCHING IN AREAS WITH DROUGHTY CONDITIONS. FOR MULCHING REQUIREMENTS, SEE STANDARD FOR STABILIZATION WITH MULCH.
3. FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.

SUMMER (PIEDMONT MAY 1 - AUG. 15; COASTAL PLAIN APRIL 15 - AUG. 15)
1. SEED MIXTURE TEMPORARY: GERMAN MILLET SHALL BE APPLIED AT A RATE OF 40 LB/ACRE
2. APPLY SEED UNIFORMLY. NORMAL SEEDING DEPTH IS FROM 1/4" TO 1/2". HYDROSEEDINGS (INCLUDING FERTILIZER AND SEED IN A SLURRY FORM), MAY BE LEFT ON THE SOIL SURFACE. SOIL CONSERVATION DISTRICT CAN REQUIRE SPECIFIC TECHNIQUES FOR HYDROSEEDING AND/OR HYDROMULCHING IN AREAS WITH DROUGHTY CONDITIONS. FOR MULCHING REQUIREMENTS, SEE STANDARD FOR STABILIZATION WITH MULCH.
3. FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER

FALL (PIEDMONT MAY 1 - AUG. 15; COASTAL PLAIN APRIL 15 - AUG. 15)
1. SEED MIXTURE TEMPORARY: RYE (GRAIN) SHALL BE APPLIED AT A RATE OF 120 LB/ACRE
2. APPLY SEED UNIFORMLY. NORMAL SEEDING DEPTH IS FROM 1/4" TO 1/2". HYDROSEEDINGS (INCLUDING FERTILIZER AND SEED IN A SLURRY FORM), MAY BE LEFT ON THE SOIL SURFACE. SOIL CONSERVATION DISTRICT CAN REQUIRE SPECIFIC TECHNIQUES FOR HYDROSEEDING AND/OR HYDROMULCHING IN AREAS WITH DROUGHTY CONDITIONS. FOR MULCHING REQUIREMENTS, SEE STANDARD FOR STABILIZATION WITH MULCH.
3. FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 10-10-10 FERTILIZER

V. STANDARD FOR PERMANENT STABILIZATION

A. SPECIFICATION FOR SEEDING & SOIL TREATMENT FOR PERMANENT VEGETATIVE COVER
1. SITE PREPARATION
a. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE.
b. SUBSOIL SHOULD BE TESTED FOR LIME REQUIREMENT AND LIMESTONE, IF NEEDED, SHOULD BE APPLIED TO BRING SOIL PH TO 6.5 AND INCORPORATED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES.
c. IMMEDIATELY PRIOR TO TOPSOIL DISTRIBUTION, THE SURFACE SHOULD BE SCARIFIED TO PROVIDE A GOOD BOND WITH THE TOPSOIL.
2. APPLYING TOPSOIL
a. TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING SOIL STRUCTURE.
b. ALL DISTURBED TOPSOIL ON-SITE IS TO BE REDISTRIBUTED ON-SITE IN AREAS NOT COVERED BY IMPERVIOUS SURFACES. NO REMOVAL OF TOPSOIL IS ALLOWED UNLESS APPROVED BY THE TOWNSHIP. A UNIFORM APPLICATION TO A DEPTH OF 5 INCHES (UNSETTLED) IS RECOMMENDED. SOILS WITH A PH OF 4.0 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM DEPTH OF 12 INCHES OF SOIL HAVING A PH OF 5.0 OR MORE.
3. SEEDBED PREPARATION
a. PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO SLOPE.
b. APPLY 10-20-10 OR EQUIVALENT RATED FERTILIZER AT A RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1000 SQUARE FEET.
c. APPLY 300 POUNDS 38-0-0 PER ACRE OR EQUIVALENT OF SLOW RELEASE NITROGEN.
d. APPLY PULVERIZED DOLOMITIC LIMESTONE AT A RATE OF 1/3 TONS PER ACRES OR 15 POUNDS PER 1000 SQUARE FEET.
e. WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM FINE SEEDBED IS PREPARED.
f. REMOVE FROM THE SURFACE ALL STONES TWO INCHES OR LARGER IN ANY DIMENSION, REMOVE ALL OTHER DEBRIS, SUCH AS WIRE, CABLE, TREE ROOTS, PIECES OF CONCRETE, CLODS, LUMPS OR OTHER UNSUITABLE MATERIAL.
g. INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RE-TILLED AND FIRMED AS ABOVE.
4. SEEDING
a. SEED MIXTURE PERMANENT: SAHARA BERMUDA GRASS AT A RATE OF 275 LB/ACRE IN ADDITION TO TEMPORARY SEEDING (SEE ABOVE). SEEDING DATES 3/1 TO 5/15 8/15 TO 10/1.
b. SEED MIX SHALL HAVE A PURE LIVE SEED (PLS) RATING OF 60% OR GREATER
c. APPLY SEED UNIFORMLY. NORMAL SEEDING DEPTH IS FROM 1/4" TO 1/2". HYDROSEEDINGS (INCLUDING FERTILIZER AND SEED IN A SCURRY FORM), WHICH ARE MULCHED, MAY BE LEFT ON THE SOIL SURFACE. SOIL CONSERVATION DISTRICT CAN REQUIRE SPECIFIC TECHNIQUES FOR HYDROSEEDING AND/OR HYDROMULCHING IN AREAS WITH DROUGHTY CONDITIONS. FOR MULCHING REQUIREMENTS SEE STANDARD FOR STABILIZATION WITH MULCH: PROTECTIVE MATERIALS TO BE USED.
d. UNROTTED SMALL-GRAIN STRAW OR HAY AT 3.0 TONS PER ACRE SPREAD UNIFORMLY AT 135 POUNDS PER 1000 SQUARE FEET AND ANCHORED WITH LIQUID MULCH BINDER OR; WOOD-FIBER OR PAPER-FIBER MULCH AT A RATE OF 1500 POUNDS PER ACRE MAY BE APPLIED BY A
5. IRRIGATION - (WHERE FEASIBLE) IF SOIL MOISTURE IS DEFICIENT AND MULCH IS NOT USED, SUPPLY NEW SEEDINGS WITH ADEQUATE WATER, A MINIMUM OF 1/4" TWICE A DAY UNTIL VEGETATION IS WELL ESTABLISHED, ESPECIALLY WHEN SEEDING IS PERFORMED IN ABNORMALLY DRY OR HOT WEATHER OR ON DROUGHTY SITES.

B. STANDARD FOR PERMANENT STABILIZATION WITH SOD
1. MATERIALS AND MATERIALS
a. CULTIVATED SOD IS PREFERRED OVER NATIVE OR PASTURE SOD. SPECIFY "CERTIFIED SOD," OR OTHER HIGH QUALITY CULTIVATED SOD.
b. SOD SHOULD BE FREE OF WEEDS AND UNDESIRABLE COARSE WEEDY GRASSES.
c. SOD SHOULD BE OF UNIFORM THICKNESS, APPROXIMATELY 5/8 INCH, PLUS OR MINUS 1/4 INCH, AT TIME OF CUTTING. (EXCLUDES TOP GROWTH).
d. SOD SHOULD BE VIGOROUS AND DENSE AND BE ABLE TO RETAIN ITS OWN SHAPE AND WEIGHT WHEN SUSPENDED VERTICALLY WITH A FIRM GRASP FROM THE UPPER 10% OF THE STRIP. BROKEN PADS OR TORN AND UNEVEN ENDS WILL NOT BE ACCEPTABLE.
e. FOR DROUGHTY SITES A SOD OF KENTUCKY 31 TALL FESCUE AND BLUEGRASS IS PREFERRED OVER A STRAIGHT BLUEGRASS SOD.
f. ONLY MOIST, FRESH UNHEATED SOD SHOULD BE USED. SOD SHOULD BE HARVESTED, DELIVERED AND INSTALLED WITHIN A PERIOD OF 36 HOURS.
2. SITE PREPARATION SEE SPECIFICATION FOR SEEDING & SOIL TREATMENT FOR PERMANENT VEGETATIVE COVER.
3. APPLYING TOPSOIL. SEE SPECIFICATION FOR SEEDING & SOIL TREATMENT FOR PERMANENT VEGETATIVE COVER.
4. SEEDBED PREPARATION. SEE SPECIFICATION FOR SEEDING & SOIL TREATMENT FOR PERMANENT VEGETATIVE COVER.
5. SOD PLACEMENT
a. SOD STRIPS SHOULD BE LAID ON THE CONTOUR, NEVER UP AND DOWN THE SLOPE, STARTING AT THE BOTTOM OF THE SLOPE AND WORKING UP. ON STEEP SLOPES, THE USE OF LADDERS WILL FACILITATE THE WORK AND PREVENT DAMAGE TO THE SOD. DURING PERIODS OF HIGH TEMPERATURE, LIGHTLY IRRIGATE THE SOIL IMMEDIATELY PRIOR TO LAYING THE SOD.
b. PLACE SOD STRIPS WITH SNUG EVEN JOINTS THAT ARE STAGGERED. OPEN SPACES INVITE EROSION.
c. ROLL OR TAMP SOD IMMEDIATELY FOLLOWING PLACEMENT TO INSURE SOLID CONTACT OF ROOT MAT AND SOIL SURFACE. DO NOT OVERLAP SOD. ALL JOINTS SHOULD BE BUTTED TIGHTLY IN ORDER TO PREVENT VOIDS, WHICH WOULD CAUSE DRYING OF THE ROOTS.
d. ON SLOPES GREATER THAN 3 TO 1, SECURE SOD TO SURFACE SOIL WITH WOOD PEGS, WIRE STAPLES, OR SPLIT BAMBOO STAKES (8 TO 10 INCHES LONG BY 3/4 INCH WIDE).
e. SURFACE WATER CANNOT ALWAYS BE DIVERTED FROM FLOWING OVER THE FACE OF THE SLOPE, BUT A CAPPING STRIP OF HEAVY JUTE OR PLASTIC NETTING, PROPERLY SECURED, ALONG THE CROWN OF THE SLOPE AND EDGES WILL PROVIDE EXTRA PROTECTION AGAINST LIFTING AND UNDERCUTTING OF SOD. THE SAME TECHNIQUE CAN BE USED TO ANCHOR SOD IN WATER-CARRYING CHANNELS AND OTHER CRITICAL AREAS. WIRE STAPLES MUST BE USED TO ANCHOR NETTING IN CHANNEL WORK.
f. IMMEDIATELY FOLLOWING INSTALLATION, SOD SHOULD BE WATERED UNTIL MOISTURE PENETRATES THE SOIL LAYER BENEATH SOD TO A DEPTH OF 4 INCHES. MAINTAIN OPTIMUM MOISTURE FOR AT LEAST TWO WEEKS.
6. TOP DRESSING - IF SLOW RELEASE NITROGEN (300 POUNDS 38-0-0 PER ACRE OR EQUIVALENT) IS USED IN ADDITION SUGGESTED FERTILIZER, THEN A FOLLOW-UP TOP DRESSING IS NOT MANDATORY.
a. SPRING INSTALLATION OF SOD WILL REQUIRE AN APPLICATION OF FERTILIZER SUCH AS 10-20-10 EQUIVALENT AT 400 POUNDS PER ACRE OR 10 POUNDS PER 1,000 SQUARE FEET BETWEEN SEPTEMBER 1 AND OCTOBER 15.
b. FALL INSTALLATION OF SOD WILL REQUIRE THE ABOVE BETWEEN MARCH 15 AND MAY 1.

HAZARDOUS MATERIAL MANAGEMENT & SPILL REPORTING (25)

ANY HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIAL THAT IS BROUGHT ONTO THE CONSTRUCTION SITE SHALL BE HANDLED PROPERLY TO REDUCE THE POTENTIAL FOR STORMWATER POLLUTION. ALL MATERIALS USED ON THIS CONSTRUCTION SITE SHALL BE PROPERLY STORED, HANDLED, INSPECTED AND DISPOSED OF FOLLOWING ALL APPLICABLE LABEL DIRECTIONS. FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE STORED AND HANDLED ACCORDING TO APPLICABLE REGULATIONS, AND, AT A MINIMUM, ACCORDING TO 29 CFR 1926.152. ONLY APPROVED CONTAINERS AND PORTABLE TANKS SHALL BE USED FOR STORAGE AND HANDLING OF FLAMMABLE AND COMBUSTIBLE LIQUIDS.

MATERIAL SAFETY DATA SHEETS (MSDS) INFORMATION SHALL BE KEPT ON SITE FOR ANY AND ALL APPLICABLE MATERIALS. HOWEVER, MSDS MAY ALSO BE ACCESSED VIA TELEPHONE OR OTHER ELECTRONIC MEANS OR APPARATUS.

IN THE EVENT OF AN ACCIDENTAL SPILL, IMMEDIATE ACTION SHALL BE TAKEN BY THE GC TO CONTAIN AND REMOVE THE SPILLED MATERIAL. THE SPILL SHALL BE REPORTED TO THE APPROPRIATE AGENCIES IN THE REQUIRED TIME FRAMES. AS REQUIRED UNDER THE PROVISIONS OF THE CLEAN WATER ACT, ANY SPILL OR DISCHARGE ENTERING WATERS OF THE UNITED STATES SHALL BE PROPERLY REPORTED.

ALL HAZARDOUS MATERIALS, INCLUDING CONTAMINATED SOIL AND LIQUID CONCRETE WASTE, SHALL BE DISPOSED OF BY THE CONTRACTOR IN THE MANNER SPECIFIED BY FEDERAL, STATE AND LOCAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS.

THE GC SHALL PREPARE A WRITTEN RECORD OF ANY SPILL AND ASSOCIATED CLEAN-UP ACTIVITIES OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF 1 GALLON OR REPORTABLE QUANTITIES, WHICHEVER IS LESS, ON THE DAY OF THE SPILL. THE GC SHALL PROVIDE NOTICE TO OWNER IMMEDIATELY UPON IDENTIFICATION OF ANY SPILL.

ANY SPILLS OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF REPORTABLE QUANTITIES AS DEFINED BY EPA OR THE STATE OR LOCAL AGENCY REGULATIONS, SHALL BE IMMEDIATELY REPORTED TO THE EPA NATIONAL RESPONSE CENTER (1-800-424-8802) AND THE CITY OF PORT WENTWORTH.

THE STATE REPORTABLE QUANTITY FOR PETROLEUM PRODUCTS IS:
IF THE PETROLEUM DISCHARGED, RELEASED OR SPILLED:
- IS 25 GALLONS OR MORE, OR
- CAUSES A SHEEN ON NEARBY SURFACE WATER, OR
- IS 100 FEET OR LESS FROM SURFACE WATER BODY,

THEN THE PERSON OWNING OR HAVING CONTROL OVER THE OIL MUST IMMEDIATELY TAKE MEASURE TO COLLECT AND REMOVE THE DISCHARGE, AND REPORT THE DISCHARGE TO GSWCC WITHIN 24 HOURS OF DISCHARGE, AND BEGIN TO RESTORE AREA AFFECTED BY DISCHARGE.

IF THE PETROLEUM RELEASED OR SPILLED:
- IS LESS THAN 25 GALLONS OR MORE;
- DOES NOT CAUSES A SHEEN ON NEARBY SURFACE WATER; AND
- IS MORE THAN 100 FEET OR LESS FROM SURFACE WATER BODY;

THEN THE PERSON WHO OWNS OR HAS CONTROL OVER THE OIL MUST IMMEDIATELY TAKE MEASURE TO COLLECT AND REMOVE THE DISCHARGE. IF IT CANNOT BE CLEANED UP WITHIN 24 HOURS OF THE DISCHARGE OR CAUSE A SHEEN ON NEARBY SURFACE WATER, THE PERSON MUST IMMEDIATELY NOTIFY GSWCC.

IF THE PETROLEUM RELEASED OR SPILLED IN ANY CIRCUMSTANCES DOES NOT MEET ONE OF THE ABOVE REQUIREMENTS, OR IS NOT PERMITTED BY GS 143-215.1, OR IT IS NOT PURSUANT TO A RULE ADOPTED BY THE ENVIRONMENTAL MANAGEMENT COMMISSION OR, A REGULATION OF USEPA, IT MUST BE REPORTED TO GSWCC IMMEDIATELY.
THE REPORTABLE QUANTITY FOR HAZARDOUS MATERIALS CAN BE FOUND IN SECTION 304 OF THE EPCRA

TO MINIMIZE THE POTENTIAL FOR A SPILL OF PETROLEUM PRODUCT OR HAZARDOUS MATERIALS TO COME IN CONTACT WITH STORMWATER, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:

1. ALL MATERIALS WITH HAZARDOUS PROPERTIES, SUCH AS PESTICIDES, PETROLEUM PRODUCTS, FERTILIZERS, SOAPS, DETERGENTS, CONSTRUCTION CHEMICALS, ACIDS, BASES, PAINTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CONCRETE, CURING COMPOUNDS AND ADDITIVES, ETC., SHALL BE STORED IN A SECURE LOCATION, UNDER COVER AND IN APPROPRIATE, TIGHTLY SEALED CONTAINERS WHEN NOT IN USE.
2. THE MINIMUM PRACTICAL QUANTITY OF ALL SUCH MATERIALS SHALL BE KEPT ON THE JOB SITE AND SCHEDULED FOR DELIVERY AS CLOSE TO TIME OF USE AS PRACTICAL.
3. A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.,) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE AND SHOWN ON SITE MAPS.
a. THE SPILL CONTROL AND CONTAINMENT KIT SUPPLIES SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.
b. CONTENTS SHALL BE INSPECTED DAILY DURING THE DAILY STORMWATER INSPECTION.
4. ALL PRODUCTS SHALL BE STORED IN AND USED FROM THE ORIGINAL CONTAINER WITH THE ORIGINAL PRODUCT LABEL. CONTAINERS MUST BE STORED IN A MANNER TO PROTECT THEM FROM THE ELEMENTS AND INCIDENTAL DAMAGE.
5. ALL PRODUCTS SHALL BE USED IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL.
6. THE DISPOSAL OF EXCESS OR USED PRODUCTS SHALL BE IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND REGULATIONS.

POLLUTANT REDUCTION PRACTICES - PRODUCT SPECIFIC PRACTICES

PETROLEUM BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ONSITE VEHICLES AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATERS, NATURAL DRAINS, AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.

PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCT WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS, AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

CONCRETE TRUCK WASHING - NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONSITE.

FERTILIZER/HERBICIDES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.

BUILDING MATERIALS - NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ONSITE. ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.

GSWCC EROSION AND SEDIMENT CONTROL NOTES (9)

1. THE PRIMARY PERMITTEE OF THIS PROJECT IS EXPRESS OIL CHANGE, LLC., 1880 SOUTH PARK DR. BIRMINGHAM, AL 35244
CONTACT: JUSTIN DUCK, PHONE: (205) 600-6924, EMAIL: JUSTIN.DUCK@EXPRESSOIL.COM (5)
2. THE TOTAL ACREAGE OF THE PROPERTY IS ± 1.10 ACRES AND THE TOTAL DISTURBED AREA IS ±1.10 ACRES
3. THE PROPERTY IS LOCATED AT GPS LOCATION 32.222969°, -81.194819°, GA-21, PORT WENTWORTH, GA 31407.
4. THE RECEIVING WATERS OF THIS PROJECT IS THE EXISTING STORMWATER CONVEYANCE SYSTEMS TO THE EAST OF THE SITE. THE ULTIMATE RECEIVING WATER IS A DETENTION BASIN APPROX. 500 FT TO THE NORTHEAST OF THE PROJECT SITE. (11)
5. THE IMPROVEMENTS FOR THIS PROJECT INCLUDE THE CONSTRUCTION OF AN EXPRESS OIL CHANGE BUILDING, ASSOCIATED PARKING FACILITIES, AND UNDERGROUND UTILITIES. AN UNDERGROUND STORM WATER DETENTION SYSTEM WILL BE CONSTRUCTED TO MITIGATE THE PROPOSED DEVELOPMENT IMPACT TO EXISTING CONDITIONS.
12. WASHOUT OF THE DRUM OF A CONCRETE TRUCK AT THE CONSTRUCTION SITE IS PROHIBITED. CONCRETE WASHDOWN OF TOOLS, CONCRETE MIXER CHUTES, HOPPERS AND THE REAR OF VEHICLES WILL ONLY BE ALLOWED IN A DESIGNATED AREA PROVIDED FOR THIS PURPOSE, AS SHOWN ON THE DRAWINGS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE FOLLOWED:
a. CONTAIN ALL WASH WATER ON SOIL, IN A BOWL SHAPED AREA CREATED IN DESIGNATED WASH AREA TO PREVENT THE WASH WATER FROM FLOWING FROM THE WASHOUT AREA.
b. USE THE MINIMUM AMOUNT OF WATER TO WASH DOWN THE TOOLS, CONCRETE MIXER CHUTES, HOPPERS AND THE REAR OF VEHICLES;
c. REMOVE ANY CONCRETE SEDIMENT FROM THE AREA SURROUNDING THE WASHOUT AREA BEFORE IT HARDENS; AND
d. REMOVE ALL CONCRETE RESIDUE FROM THE DESIGNATED AREA ONCE IT HAS HARDENED. (24)
7. ON-SITE BURIAL PITS ARE NOT ALLOWED AT ANY LOCATION.
8. ANY GRADING BEYOND THE LIMITS OF CONSTRUCTION SHOWN ON THIS PLAN IS SUBJECT TO A FINE.
9. GRADING 1 ACRE OR MORE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION AND SUBJECT TO A FINE.
10. GROUND STABILIZATION MUST OCCUR WITHIN 7 DAYS ON PERIMETER AREAS AND SLOPES GREATER THAN 3:1, AND GROUND STABILIZATION MUST OCCUR WITHIN 14 DAYS ON OTHER AREAS.
11. BASIN OUTLET STRUCTURES WITH DRAINAGE AREAS EQUAL OR GREATER THAN ONE ACRES MUST WITHDRAW WATER FROM THE SURFACE.
12. ADDITIONAL MEASURES TO CONTROL E

SAMPLING REQUIREMENTS (31) (33)

THIS PERMIT REQUIRES THE MONITORING OF NEPHELOMETRIC TURBIDITY IN RECEIVING WATER(S) OR OUTFALLS IN ACCORDANCE WITH THIS PERMIT. THIS PARAGRAPH SHALL NOT APPLY TO ANY LAND DISTURBANCE ASSOCIATED WITH THE CONSTRUCTION OF SINGLE-FAMILY RESIDENCES WHICH ARE NOT APART OF A COMMON DEVELOPMENT OR SUBDIVISION OR UNLESS FIVE (5) ACRES OR MORE WILL BE DISTURBED. THE FOLLOWING PROCEDURES CONSTITUTE EPD'S GUIDELINES FOR SAMPLING TURBIDITY.

A. SAMPLING REQUIREMENTS SHALL INCLUDE:

1. A USGS TOPOGRAPHIC MAP, A TOPOGRAPHIC MAP OR A DRAWING (REFERRED TO AS A TOPOGRAPHIC MAP) THAT IS A SCALE EQUAL TO OR MORE DETAILED THAN A 1:24,000 MAP SHOWING THE LOCATION OF THE SITE OR THE STAND ALONE CONSTRUCTION; (1) THE LOCATION OF ALL PERENNIAL LAND INTERMITTENT STREAMS AND OTHER WATER BODIES AS SHOWN ON A USGS TOPOGRAPHIC MAP, AND ALL OTHER PERENNIAL AND INTERMITTENT STREAMS AND OTHER WATER BODIES LOCATED DURING MANDATORY FIELD VERIFICATION, INTO WHICH THE STORM AFTER IS DISCHARGED AND (2) THE RECEIVING WATER AND OR OUTFALL SAMPLING LOCATIONS. WHEN THE PERMITTEE HAS CHOSEN TO USE A USGS TOPOGRAPHIC MAP AND THE RECEIVING WATER(S) IS NOT SHOWN ON THE USGS TOPOGRAPHIC MAP, THE LOCATION OF THE RECEIVING WATER(S) MUST BE HAND-DRAWN ON THE USGS TOPOGRAPHIC MAP FROM WHERE THE STORM WATER(S) ENTERS THE RECEIVING WATER(S) TO THE POINT WHERE THE RECEIVING WATER(S) COMBINES WITH THE FIRST BLUE LINE STREAM SHOWN ON THE USGS TOPOGRAPHIC MAP.
2. A WRITTEN NARRATIVE OF SITE SPECIFIC ANALYTICAL METHODS USED TO COLLECT, HANDLE AND ANALYZE THE SAMPLES INCLUDING THE QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES. THIS NARRATIVE MUST INCLUDE PRECISE SAMPLING METHODOLOGY FOR EACH SAMPLING LOCATION.
3. WHEN THE PERMITTEE HAS DETERMINED THAT SOME OR ALL OUTFALLS WILL BE SAMPLED, A RATIONALE MUST BE INCLUDED ON THE PLAN FOR THE NTU LIMIT(Sx0 SELECTED FROM APPENDIX B. THIS RATIONALE MUST INCLUDE THE SIZE OF THE CONSTRUCTION SITE, THE CALCULATION OF THE SIZE OF THE SURFACE WATER DRAINAGE AREA AND THE TYPE OF RECEIVING WATERS.
4. ANY ADDITIONAL INFORMATION EPD DETERMINES NECESSARY TO BE PART OF THE PLAN, EPD WILL PROVIDE WRITTEN NOTICE TO THE PERMITTEE OF THE INFORMATION NECESSARY AND THE TIME LINE FOR SUBMITTAL.

B. SAMPLING TYPE

ALL SAMPLING SHALL BE COLLECTED BY GRAB SAMPLES AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PARK 136; THE GUIDANCE DOCUMENT TITLED "NPDES STORM WATER SAMPLING GUIDANCE DOCUMENT, EPA 833-B-92-001" AND GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD.

1. SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES.
2. SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER.
3. LARGE MOUTH, WELL, CLEANED AND RINSED GLASS OR PLASTIC JARS SHOULD BE USED FOR COLLECTION SAMPLES. THE JARS SHOULD BE CLEANED THOROUGHLY TO AVOID CONTAMINATION.
4. MANUAL, AUTOMATIC OR RISING STAGE SAMPLING MAY BE UTILIZED. SAMPLES REQUIRED BY THIS PERMIT SHOULD BE ANALYZED IMMEDIATELY, BUT IN NO CASE LATER THAN 48 HOURS AFTER COLLECTION. HOWEVER, SAMPLES FROM AUTOMATIC SAMPLES MUST BE COLLECTED NO LATER THAN THE NEXT BUSINESS DAY AFTER THEIR ACCUMULATION. UNLESS FLOW THROUGH AUTOMATED ANALYSIS IS UTILIZED, IF AUTOMATIC SAMPLING IS UTILIZED AND THE AUTOMATIC SAMPLER IS NOT ACTIVE DURING THE QUALIFYING EVENT, THE PERMITTEE MUST UTILIZED MANUAL SAMPLING OR RISING STAGE SAMPLING DURING THE NEXT QUALIFYING EVENT. DILUTION OF SAMPLES IN NOT REQUIRED. SAMPLES MAY BE ANALYZED DIRECTLY WITH A PROPERLY CALIBRATED TURBIDIMETER. SAMPLES ARE NOT REQUIRED TO BE COOLED.
5. SAMPLING AND ANALYSIS OF THE RECEIVING WATERS OR OUTFALLS BEYOND THE MINIMUM FREQUENCY STATED IN THE PERMIT MUST BE REPORTED TO EPD AS SPECIFIED IN PART IV.E.

C. SAMPLING POINTS

1. FOR CONSTRUCTION ACTIVITIES THE PRIMARY PERMITTEE MUST SAMPLE ALL RECEIVING WATERS OR ALL OUTFALLS OR A COMBINATION OF RECEIVING WATERS AND OUTFALLS. SAMPLES TAKEN FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY AND REPRESENTATIVE OF THE WATER QUALITY OF THE RECEIVING WATERS AND/OR THE STORM WATER OUTFALLS USING THE FOLLOWING MINIMUM GUIDELINES.
   a. THE UPSTREAM SAMPLE FOR EACH RECEIVING WATERS MUST BE TAKEN IMMEDIATELY UPSTREAM OF THE CONFLUENCE OF THE FIRST STORM WATER DISCHARGE FROM THE PERMITTED ACTIVITY BUT DOWNSTREAM OF ANY OTHER STORM WATER DISCHARGES NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL UPSTREAM SAMPLES FROM ACROSS THE RECEIVING WATERS MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE FOR THE TURBIDITY OF THESE SAMPLES USED FOR THE UPSTREAM TURBIDITY VALUE.
   b. THE DOWNSTREAM SAMPLE FOR EACH RECEIVING WATERS MUST BE TAKEN DOWNSTREAM OF THE CONFLUENCE OF THE LAST STORM WATER DISCHARGE FROM THE PERMITTED ACTIVITY BUT UPSTREAM OF ANY OTHER STORM WATER DISCHARGE NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL DOWNSTREAM SAMPLES FROM ACROSS THE RECEIVING WATERS MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE DOWNSTREAM TURBIDITY VALUE.
   c. IDEALLY THE SAMPLES SHOULD BE TAKEN FROM THE HORIZONTAL AND VERTICAL CENTER OF THE RECEIVING WATERS OR THE STORM WATER OUTFALL CHANNELS.
   d. CARE SHOULD BE TAKEN TO AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATERS OR THE OUTFALL STORM WATER CHANNEL.
   e. THE SAMPLING CONTAINER SHOULD BE HELD SO THAT THE OPENING FACES UPSTREAM.
   f. THE SAMPLES SHOULD BE KEPT FROM FLOATING DEBRIS.
   g. PERMITTEES DO NOT HAVE TO SAMPLE SHEET FLOW THAT FLOWS ONTO UNDISTURBED NATURAL AREAS OR AREAS STABILIZED BY THE PROJECT. FOR THE PURPOSES OF THIS SECTION, STABILIZED SHALL MEAN, FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES AND AREAS LOCATED OUTSIDE THE WASTE DISPOSAL LIMITS OF A LANDFILL CELL THAT HAS BEEN CERTIFIED BY EPD FOR WASTE DISPOSAL, 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR LANDSCAPED ACCORDING TO THE PLAN (UNIFORMLY COVERED WITH LANDSCAPING MATERIALS IN PLANNED LANDSCAPED AREAS), OR EQUIVALENT PERMANENT STABILIZATION MEASURES AS DEFINED IN THE MANUAL (EXCLUDING A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET CROP PERENNIALS APPROPRIATE FOR THE REGION).
   h. ALL SAMPLING PURSUANT TO THIS PERMIT MUST BE DONE IN SUCH A WAY (INCLUDING GENERALLY ACCEPTED SAMPLING METHODS, LOCATIONS, TIMING, AND FREQUENCY) AS TO ACCURATELY REFLECT WHETHER STORMWATER RUNOFF FROM THE CONSTRUCTION SITE IS IN COMPLIANCE WITH THE STANDARD SET FORTH IN PART III.D.4 OR III.D.5., WHICHEVER IS APPLICABLE.

D. SAMPLING FREQUENCY

(1.) THE PRIMARY PERMITTEE MUST SAMPLE IN ACCORDANCE WITH THE PLAN AT LEAST ONCE FOR EACH RAINFALL EVENT DESCRIBED BELOW. FOR A QUALIFYING EVENT, THE PERMITTEE SHALL SAMPLE AT THE BEGINNING OF ANY STORMWATER DISCHARGE TO A MONITORED RECEIVING WATER AND/OR FROM A MONITORED OUTFALL LOCATION WITHIN IN FORTY-FIVE (45) MINUTES OR AS SOON AS POSSIBLE.

(2.) HOWEVER, WHERE MANUAL AND AUTOMATIC SAMPLING ARE IMPOSSIBLE (AS DEFINED IN THIS PERMIT), OR ARE BEYOND THE PERMITTEE'S CONTROL, THE PERMITTEE SHALL TAKE SAMPLES AS SOON AS POSSIBLE, BUT IN NO CASE MORE THAN TWELVE (12) HOURS AFTER THE BEGINNING OF THE STORMWATER DISCHARGE.

(3). SAMPLING BY THE PERMITTEE SHALL OCCUR FOR THE FOLLOWING QUALIFYING EVENTS:

(A). FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORMWATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT AFTER ALL CLEARING AND GRUBBING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO COMPLETION OF MASS GRADING OPERATIONS, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION;

(B). IN ADDITION TO (A) ABOVE, FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORMWATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT EITHER 90 DAYS AFTER THE FIRST SAMPLING EVENT OR AFTER ALL MASS GRADING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO SUBMITTAL OF A NOT, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION, WHICHEVER COMES FIRST;

(C). AT THE TIME OF SAMPLING PERFORMED PURSUANT TO (A) AND (B) ABOVE, IF BMP'S IN ANY AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL ARE NOT PROPERLY DESIGNED, INSTALLED AND MAINTAINED, CORRECTIVE ACTION SHALL BE DEFINED AND IMPLEMENTED WITHIN TWO (2) BUSINESS DAYS, AND TURBIDITY SAMPLES SHALL BE TAKEN FROM DISCHARGES FROM THAT AREA OF THE SITE FOR EACH SUBSEQUENT RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH DURING NORMAL BUSINESS HOURS* UNTIL THE SELECTED TURBIDITY STANDARD IS ATTAINED, OR UNTIL POST-STORM EVENT INSPECTIONS DETERMINE THAT BMP'S ARE PROPERLY DESIGNED, INSTALLED AND MAINTAINED;

(D). WHERE SAMPLING PURSUANT TO (A), (B) OR (C) ABOVE IS REQUIRED BUT NOT POSSIBLE (OR NOT REQUIRED BECAUSE THERE WAS NO DISCHARGE), THE PERMITTEE, IN ACCORDANCE WITH PART IV.D.4.A (6), MUST INCLUDE A WRITTEN JUSTIFICATION IN THE INSPECTION REPORT OF WHY SAMPLING WAS NOT PERFORMED. PROVIDING THIS JUSTIFICATION DOES NOT RELIEVE THE PERMITTEE OF ANY SUBSEQUENT SAMPLING OBLIGATIONS UNDER (A), (B) OR (C) ABOVE; AND *NOTE THAT THE PERMITTEE MAY CHOOSE TO MEET THE REQUIREMENTS OF (A) AND (B) ABOVE BY COLLECTING TURBIDITY SAMPLES FROM ANY RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR SAMPLING AT ANY TIME OF THE DAY OR WEEK.

(E). EXISTING CONSTRUCTION ACTIVITIES, I.E., THOSE THAT ARE OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT, THAT HAVE MET THE SAMPLING REQUIRED BY (A) ABOVE SHALL SAMPLE IN ACCORDANCE WITH (B). THOSE EXISTING CONSTRUCTION ACTIVITIES THAT HAVE MET THE SAMPLING REQUIRED BY (B) ABOVE SHALL NOT BE REQUIRED TO CONDUCT ADDITIONAL SAMPLING OTHER THAN AS REQUIRED BY (C) ABOVE.

*NOTE THAT THE PERMITTEE MAY CHOOSE TO MEET THE REQUIREMENTS OF (A) AND (B) ABOVE COLLECTING TURBIDITY SAMPLES FROM ANY RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR SAMPLING AT ANY TIME OF THE DAY OR WEEK.

NON-STORMWATER DISCHARGES

EXCEPT FOR FLOWS FROM FIRE FIGHTING ACTIVITIES, SOURCES OF NONSTORMWATER LISTED IN PART III.A.2. OF THIS PERMIT THAT ARE COMBINED WITH STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY MUST BE IDENTIFIED IN THE PLAN. THE PLAN SHALL IDENTIFY AND ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE.

REPORTING (31)

1. THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT THE SAMPLING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PART II.C. BY THE FIFTEENTH DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD. REPORTING PERIODS ARE MONTHS DURING WHICH SAMPLES ARE TAKEN IN ACCORDANCE WITH THIS PERMIT. SAMPLING RESULTS SHALL BE IN A CLEARLY LEGIBLE FORMAT. UPON WRITTEN NOTIFICATION, EPD MAY REQUIRE THE APPLICABLE PERMITTEE TO SUBMIT THE SAMPLING RESULTS ON A MORE FREQUENT BASIS. SAMPLING AND ANALYSIS OF ANY STORMWATER DISCHARGE(S) OR THE RECEIVING WATER(S) BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED IN A SIMILAR MANNER TO THE EPD. THE SAMPLING REPORTS MUST BE SIGNED IN ACCORDANCE WITH PART V.G.2. SAMPLING REPORTS MUST BE SUBMITTED TO EPD USING THE ELECTRONIC SUBMITTAL SERVICE PROVIDED BY EPD. SAMPLING REPORTS MUST BE SUBMITTED TO EPD UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

2. ALL SAMPLING REPORTS SHALL INCLUDE THE FOLLOWING INFORMATION:

   a. THE RAINFALL AMOUNT, DATE, EXACT PLACE AND TIME OF SAMPLING OR MEASUREMENTS;
   b. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE SAMPLING AND MEASUREMENTS;
   c. THE DATE(S) ANALYSES WERE PERFORMED;
   d. THE TIME(S) ANALYSES WERE INITIATED;
   e. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE ANALYSES;
   f. REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS USED;
   g. THE RESULTS OF SUCH ANALYSES, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS;
   h. RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS "EXCEEDS 1000 NTU," AND
   i. CERTIFICATION STATEMENT THAT SAMPLING WAS CONDUCTED AS PER THE PLAN.

3. ALL WRITTEN CORRESPONDENCE REQUIRED BY THIS PERMIT SHALL BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL (OR SIMILAR SERVICE) TO THE APPROPRIATE DISTRICT OFFICE OF THE EPD ACCORDING TO THE SCHEDULE IN APPENDIX A OF THIS PERMIT. THE PERMITTEE SHALL RETAIN A COPY OF THE PROOF OF SUBMITTAL AT THE CONSTRUCTION SITE OR THE PROOF OF SUBMITTAL SHALL BE READILY AVAILABLE AT A DESIGNATED LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

RETENTION OF RECORDS (32)

1. THE PRIMARY PERMITTEE SHALL RETAIN THE FOLLOWING RECORDS AT THE CONSTRUCTION SITE OR THE RECORDS SHALL BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI:

   a. A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD;
   b. A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT;
   c. THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PART IV.A.5. OF THE GENERAL PERMIT;
   d. A COPY OF ALL SAMPLING INFORMATION, RESULTS, AND REPORTS REQUIRED BY THE GENERAL PERMIT;
   e. A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH PART IV.D.4.A. OF THE GENERAL PERMIT;
   f. A COPY OF ALL VIOLATION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PART OF THE GENERAL PERMIT; AND
   g. DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV.D.4.A.(2). OF THE GENERAL PERMIT.

2. COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, INSPECTION REPORTS, SAMPLING REPORTS (INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION) OR OTHER REPORTS REQUESTED BY THE EPD, EROSION, SEDIMENTATION AND POLLUTION CONTROL PLANS. RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND ALL OTHER RECORDS REQUIRED BY THIS PERMIT SHALL BE RETAINED BY THE PERMITTEE WHO EITHER PRODUCED OR USED IT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE NOT IS SUBMITTED IN ACCORDANCE WITH PART VI. OF THIS PERMIT. THESE RECORDS MUST BE MAINTAINED AT THE PERMITTEE'S PRIMARY PLACE OF BUSINESS OR AT A DESIGNATED ALTERNATIVE LOCATION ONCE THE CONSTRUCTION ACTIVITY HAS CEASED AT THE PERMITTED SITE. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE EPD AT ANY TIME UPON WRITTEN NOTIFICATION TO THE PERMITTEE.

DESIGN PROFESSIONAL'S CERTIFICATION: (2) (12)

(1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT " MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED. THE PLAN PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALL. THE DESIGNATED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENT CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100001.

(2) "I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION."

(3) "I CERTIFY UNDER THE PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED UPON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Brett Buckland

BRETT BUCKLAND, P.E.
GSWCC LEVEL II DESIGN PROFESSIONAL

ISSUED: 05/08/2018
EXPIRES: 05/08/2027

0000083972
CERTIFICATION #

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
INDUSTRIAL DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	07/23/2024	OWNER COMMENTS	JB/BM
			CC
2	08/20/2024	OWNER COMMENTS	JB/CC
			CC/BB
3	12/06/2024	CITY COMMENTS	JB/CA
			BB

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ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	GAA230181.00
DRAWN BY:	JB
CHECKED BY:	BB
DATE:	08/20/2024
CAD I.D.:	P-CIVL-EROD-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS CHARGE TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED Brett Buckland No. PE043191 PROFESSIONAL 12/06/2024 ENGINEER BRETT A. BUCKLAND

SHEET TITLE:
EROSION & SEDIMENT CONTROL NOTES

SHEET NUMBER:
C-805

(8) REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROJ\BAM\ATA_BOHLER\C3D2024\TEMP\ACPUBLISH_157212\P-CIVL_EROD-GAA230181.00-----LAYOUT: C-805 EROSION & SEDIMENT CONTROL NOTES
BB

ESPC CHECKLIST

(1)

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST	
STAND ALONE CONSTRUCTION PROJECTS	
SWCD: REGION III	
Project Name: EXPRESS OIL CHANGE PORT WENTWORTH	Address: TO BE CREATED
City/County: PORT WENTWORTH, CHATHAM COUNTY	Date on Plans: 07/23/2024
Name & email of person filling out checklist: CHEN CAI, CHENCAI@BOHLERENG.COM	

PLAN PAGE #	Included Y/N		TO BE SHOWN ON ES&PC PLAN	LOCATION MARKER (#)
C-806	Y	1	"The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. (The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed)"	(1)
C-801 - C-806	Y	2	Level II certification number issued by the Commission, signature and seal of the certified design professional.(Signature, seal and level II number must be on each sheet pertaining to ES&PC plan or the Plan will not be reviewed)	(2)
N/A	N/A	3	Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the GAEPD District Office. If GAEPD approves the request to disturb 50 acres or more at any one time, the Plan must include at least 4 of the BMP's listed in Appendix 1 of this checklist and the GAEPD approval letter. "(A copy of the written approval by GAEPD must be attached to the plan for the Plan to be reviewed.)	
C-801 - C-803	Y	4	The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls.	(4)
C-804	Y	5	Provide the name, address, email address, and phone number of primary permittee.	(5)
C-801 - C-803	Y	6	Note total and disturbed acreages of the project or phase under construction.	(6)
C-801 - C-802	Y	7	Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degrees.	(7)
TITLE-BLOCK	Y	8	Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.	(8)
C-804	Y	9	Description of the nature of construction activity and existing site conditions.	(9)
C-101	Y	10	Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.	(10)
C-804	Y	11	Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.	(11)
C-801 - C-806	Y	12	Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 19 of the permit.	(12)
C-801 - C-806	Y	13	Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMP's and sampling to meet permit requirements as stated on Part IV page 19 of the permit. "	(13)
C-804	Y	14	Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMP's within 7 days after installation."in accordance with Part IV.A.5 page 25 of the permit. "	(14)
C-801 - C-804	Y	15	Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."	(15)
N/A	N/A	16	Provide a description of any buffer encroachments and indicate whether a buffer variance is required.	
C-801 - C-803	Y	17	Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMP's with a hydraulic component must be certified by the design professional." "	(17)
C-801 - C-804	Y	18	Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit." "	(18)
C-801 - C-804	Y	19	Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."	(19)
C-801 - C-804	Y	20	Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."	(20)
C-801 - C-804	Y	21	Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."	(21)
N/A	N/A	22	Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of a Biota Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix 1 listing all the BMP's that will be used for those areas of the site which discharge to the Impaired Stream Segment. "	
N/A	N/A	23	If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. "	
C-804	Y	24	BMP's for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. "	(24)
C-804	Y	25	Provide BMP's for the remediation of all petroleum spills and leaks.	(25)
HYDRO REPORT	Y	26	Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. "	
C-807	Y	27	Description of practices to provide cover for building materials and building products on site. "	(27)
C-807	Y	28	Description of the practices that will be used to reduce the pollutants in storm water discharges. "	(28)
C-806	Y	29	Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMP's, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).	(29)
C-805	Y	30	Provide complete requirements of Inspections and record keeping by the primary permittee. "	(30)
C-805	Y	31	Provide complete requirements of Sampling Frequency and Reporting of sampling results. "	(31)
C-805	Y	32	Provide complete details for Retention of Records as per Part IV.F. of the permit. "	(32)
C-805	Y	33	Description of analytical methods to be used to collect and analyze the samples from each location. "	(33)
C-806	Y	34	Appendix B rationale for NTU values at all outfall sampling points where applicable. "	(34)
HYDRO REPORT	Y	35	Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged. "	(35)
C-801 - C-803	Y	36	A description of appropriate controls and measures that will be implemented at the construction site including (1) initial sediment storage requirements and perimeter control BMP's, (2) intermediate grading and drainage BMP's, and (3) final BMP's. For construction sites where there will be no mass grading and the initial perimeter control BMP's, intermediate grading and drainage BMP's, and final BMP's are the same, the Plan may combine all of the BMP's into a single phase. "	(36)
C-801 - C-803	Y	37	Graphic scale and North arrow.	(37)
N/A	N/A	38	Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:	

Map Scale	Ground Slope	Contour Intervals, ft.
1 inch = 100ft or larger scale	Flat 0 - 2%	0.5 or 1
	Rolling 2 - 8%	1 or 2
	Steep 8% +	2,5 or 10

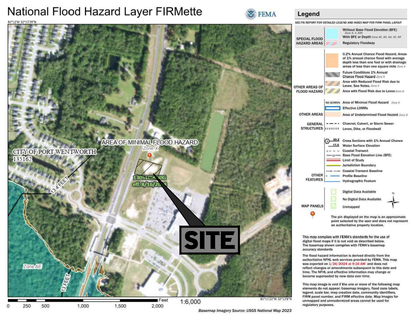
N/A	N/A	39	Use of alternative BMP's whose performance has been documented to be equivalent to or superior to conventional BMP's as certified by a Design Professional (unless disapproved by GAEPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.georgia.gov.	
N/A	N/A	40	Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. "	
N/A	N/A	41	Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to state waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.	
N/A	N/A	42	Delineation of on-site wetlands and all state waters located on and within 200 feet of the project site.	
HYDRO REPORT	Y	43	Delineation and acreage of contributing drainage basins on the project site.	(43)
HYDRO REPORT	Y	44	Provide hydrology study and maps of drainage basins for both the pre- and post-developed conditions. "	(44)
HYDRO REPORT	Y	45	An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.	(45)
HYDRO REPORT	Y	46	Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.	(46)
C-801	Y	47	Soil series for the project site and their delineation.	(47)
C-801 - C-803	Y	48	The limits of disturbance for each phase of construction.	(48)
C-811	Y	49	Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual included for structural BMP's and all calculations used by the storage design professional to obtain the required sediment when using equivalent controls. When discharging from sediment basins and impoundments, permittee's are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible,a written justification explaining this decision must be included in the Plan.	(49)
C-801 - C-803	Y	50	Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.	(50)
N/A	N/A	51	Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.	
L-101	Y	52	Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of the year that seeding will take place and for the appropriate geographic region of Georgia.	(52)
		*	If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.	

Effective January 1, 2024

FEMA FIRM MAPS 13051C0030G

N.T.S.

(10)



U.S.G.S TOPOGRAPHIC MAP

N.T.S.

(10)



FLOOD CERTIFICATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENTS AGENCY'S FLOOD INSURANCE RATE MAPS (FIRM) 13051C0030G, WITH EFFECTIVE DATE OF AUGUST 16TH, 2018, THE PROJECT SITE LIES WITHIN ZONE X, WHICH IS OUTSIDE ANY ESTABLISHED FLOOD HAZARD AREA.

CONSTRUCTION SCHEDULE

(29)

CONSTRUCTION SCHEDULE

	MONTH 1	2	3	4	5	6	7	8
PHASE I								
INSTALL THE SWPPP INFORMATION SIGN AND POST REQUIRED DOCUMENTS NEAR THE PLANNED CONSTRUCTION EXIT, AND WITHIN EASY ACCESS TO THE GENERAL PUBLIC WITHOUT ENTERING THE SITE.	■							
STAKE/FLAG THE LOD (WHERE STAKING IS NOT POSSIBLE/PRACTICAL, THE LOD MUST BE CONSPICUOUSLY, AND PROMINENTLY, MARKED TO DENOTE THE BOUNDARY). LOD MUST REMAIN CONSPICUOUSLY MARKED THROUGHOUT THE ENTIRE CONSTRUCTION PROJECT.	■							
INSTALL PERIMETER SEDIMENT CONTROL BMPS IN THE VICINITY OF, AND DOWN GRADIENT FROM, THE LOCATION OF THE PLANNED CONSTRUCTION EXIT, CONSTRUCTION OFFICE TRAILER, AND TEMPORARY PARKING AND STORAGE AREAS. CLEAR ONLY THE MINIMUM AREA ABSOLUTELY NECESSARY TO INSTALL THESE PERIMETER CONTROL BMPS.	■							
INSTALL STABILIZED CONSTRUCTION EXIT, AND SET THE PROJECT OFFICE TRAILER.	■							
INSTALL REMAINING PERIMETER SEDIMENT CONTROL BMPS, AS SHOWN ON THE SITE MAPS. CLEAR ONLY THE MINIMUM AREA NECESSARY TO INSTALL PERIMETER CONTROL BMPS	■							
PREPARE TEMPORARY PARKING AND STORAGE AREA	■							
PHASE II								
BEGIN GRADING THE SITE		■						
INSTALL UNDERGROUND UTILITIES, STORM SEWER PIPES		■	■					
BEGIN INSTALLATION OF INLET PROTECTION MEASURES AS INLETS ARE INSTALLED.			■					
TEMPORARILY STABILIZE, THROUGHOUT CONSTRUCTION IMMEDIATELY FOLLOWING THE COMPLETION OF THE MOST RECENT LAND DISTURBING/GRADING ACTIVITY, ANY DISTURBED AREAS, INCLUDING MATERIAL STOCKPILES THAT ARE SCHEDULED OR LIKELY TO REMAIN INACTIVE FOR 14 DAYS OR MORE.		■	■	■	■	■	■	■
IMMEDIATELY PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.		■	■	■	■	■	■	■
PREPARE SITE FOR PAVING					■	■		
BEGIN INSTALLATION OF CURB/GUTTER, AND BUILDING FOUNDATION					■	■		
PHASE III								
PROVIDE PERMANENT PIPE CONNECTIONS. ENSURE ALL PERMANENT PIPES ARE FULLY OPERATIONAL.				■	■			
FINISH CURB/GUTTER AND PAVING OF SITE.					■	■		
COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.						■	■	
COMPLETE CONSTRUCTION OF BUILDING.						■	■	■
REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPS).							■	
STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF TEMPORARY BMPS							■	
CONTINUE DAILY INSPECTIONS AND REPORTS UNTIL THE SITE IS FULLY STABILIZED AND THE GENERAL CONSTRUCTION PERMIT GAR1001 IS TERMINATED								■

***START OF CONSTRUCTION DATE IS SUBJECT TO CHANGE**

APPENDIX B
NEPHELOMETRIC TURBIDITY UNIT (NTU) TABLE

(34)

WATERS SUPPORTING WARM WATER FISHERIES

Site Size (Acres)	Surface Water Drainage Area (Square Miles) 0-4.99	5-9.99	10-24.99	25-49.99	50-99.99
1.00-10	75	150	200	400	750
10.01-25	50	100	100	200	300
25.01-50	50	50	100	100	200
50.01-100	50	50	50	100	100
100.01+	50	50	50	50	50

NOTES:

1. ALL OUTFALL SAMPLING POINTS SHALL CONFORM TO AN NTU VALUE OF 75 PER THE ABOVE TABLE, AS FOUND AT A SITE BETWEEN 1.00 AND 10 ACRES IN SIZE WITH A DRAINAGE AREA OF LESS THAN 5 SQUARE MILES.
2. SOURCE: STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION, GENERAL PERMIT NO. GAR100001

DESIGN PROFESSIONAL 7-DAY VISIT CERTIFICATION

DATE OF INSPECTION: _____

I CERTIFY THE SITE WAS IN COMPLIANCE WITH THE ES&PC PLAN ON THE DATE OF INSPECTION

_____ _____

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION #

INSPECTION REVEALED THE FOLLOWING DISCREPANCIES FROM THE ES&PC PLAN: *

_____

_____

_____

THESE DEFICIENCIES MUST BE ADDRESSED IMMEDIATELY AND A RE-INSPECTION SCHEDULED. WORK SHALL NOT PROCEED ON THE SITE UNTIL DESIGN PROFESSIONAL CERTIFICATION IS OBTAINED

DESIGN PROFESSIONAL'S CERTIFICATION:

(2) (12)

(1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT " MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED. THE PLAN PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALL. THE DESIGNATED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENT CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100001.

(2) "I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION."

(3) "I CERTIFY UNDER THE PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED UPON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

BRETT BUCKLAND, P.E. ISSUED: 05/08/2018
EXPIRES: 05/08/2027

GSWCC LEVEL II DESIGN PROFESSIONAL 0000083972
CERTIFICATION #

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
LAND DEVELOPMENT DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE DRAWING COLLECTION AND CONTENT OF THESE PLANS ARE THE PROPRIETARY AND COPYRIGHTED PROPERTY OF BOHLER AND ARE NOT TO BE USED FOR ANY PURPOSE, EXCEPT THOSE EXPRESSLY AUTHORIZED IN WRITING BY BOHLER. ANY UNAUTHORIZED USE, DISCLOSURE OR REPRODUCTION IS PROHIBITED AND SHALL BE SUBJECT TO LEGAL ACTION. ONLY APPROVED AND SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	07/23/2024	OWNER COMMENTS	JB/BM
			CC
2	08/20/2024	OWNER COMMENTS	JB/CC
			CC/BB
3	12/06/2024	CITY COMMENTS	JB/CA
			BB

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ALWAYS CALL 811
It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-EROD-GAA230181-00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE
TRC ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED No. PE043191 PROFESSIONAL 12/06/2024 ENGINEER BRETT A. BUCKLAND

SHEET TITLE:
EROSION & SEDIMENT CONTROL NOTES

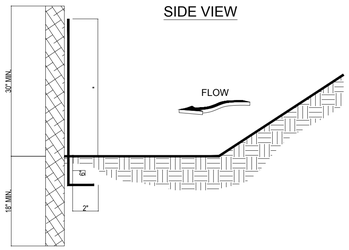
SHEET NUMBER:
C-806

(8) REVISION 3 - 12/06/2024

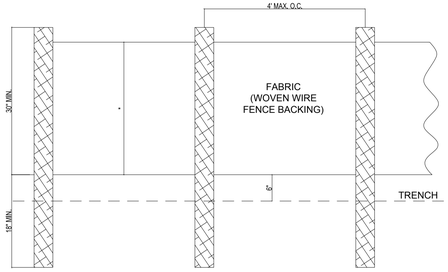
Dec 06, 2024
C:\PROD\&\MDATA_BOHLER\C3D2024\TEMP\ACPUBLISH_157212\P-CIVL_EROD-GAA230181.00-----LAYOUT: C-806 EROSION & SEDIMENT CONTROL NOTES
BB

SILT FENCE - TYPE SENSITIVE (Sd1-S)

SIDE VIEW



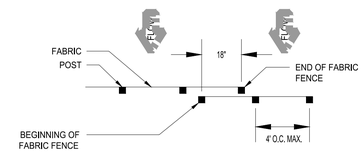
FRONT VIEW



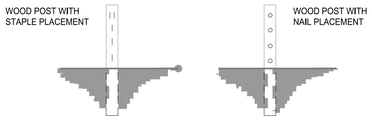
NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

FASTENERS FOR SILT FENCES

OVERLAP AT FABRIC ENDS



TOP VIEW - NOT TO SCALE



FRONT VIEWS - NOT TO SCALE

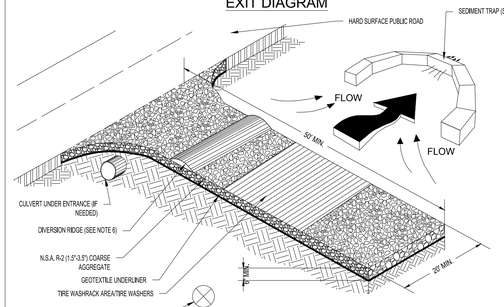
NOTES:
1. THE FABRIC AND WIRE SHOULD BE SECURELY FASTENED TO POSTS AND FABRIC ENDS MUST BE OVERLAPPED A MINIMUM OF 18" OR WRAPPED TOGETHER AROUND A POST TO PROVIDE A CONTINUOUS FABRIC BARRIER AROUND THE INLET.

Table 6-27.2 Post Size			
Type	"Min Length"	"Type of Post"	Size of Post
NS	4'	Soft wood Oak Steel	"3"dia or 2x4 1.5" x1.5" 1.15lb./ft. min"
S	4'	"Steel Oak"	"1.15-1.25 lb./ ft. min 2"x2""

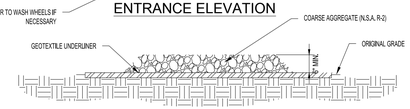
Table 6-27.3 Fasteners for Wood Posts				
	Gauge	Crown	Legs	"Staples / Post"
"Wire Staples"	17 min.	"3/4" wide"	"1/2" long"	5 min.
	Gauge	Length	"Button Heads"	Nail/ Post
Nails	14 min.	1"	3/4"	4 min.
Note: Filter Fabric may also be attached to the post by wire, cords, and pockets.				

CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM



ENTRANCE ELEVATION



NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%..
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

CO

NOTES:
1. SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY ANY MEANS NECESSARY TO ENSURE THAT THOSE DO NOT DISCHARGE FROM THE SITE. IN THIS REGARD, POTENTIALLY POLLUTING SUBSTANCES SHALL BE STORED AND HANDLED IN A MANNER CONSISTENT WITH THE RISK OF IMPACT THOSE REPRESENT, AND ACCORDING WITH THE REGULATIONS.
2. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, ARE ALLOWED TO BE DISCHARGED FROM THE SITE WITH STORMWATER. ALL SOLID WASTE, INCLUDING DISPOSABLE MATERIALS INCIDENTAL TO THE CONSTRUCTION ACTIVITIES, MUST BE COLLECTED AND PLACED IN CONTAINERS. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE. THE CONTAINERS SHALL BE HAULED AWAY FROM THE SITE AND EMPTIED WHEN THOSE BECOME 95% FULL, OR AS NECESSARY, BY A CERTIFIED TRASH DISPOSAL SERVICE. LIDS OR COVERS FOR THE CONTAINERS SHALL BE PROVIDED FOR USE DURING RAIN EVENTS TO PREVENT WASTE CONTACT WITH STORMWATER. WASTES THAT CANNOT BE STORED IN A CONTAINER MUST BE STORED UNDER COVER OR INDOORS. THE LOCATION OF SOLID WASTE RECEPTACLES SHALL BE SHOWN ON THE SITE MAPS.

SOLID WASTE DISPOSAL (28)

NOTES:
1. CONTRACTOR SHALL PROVIDE DESIGNATED LOCATION FOR SORTING AND SEPARATING HAZARDOUS WASTES.
2. HAZARDOUS WASTE STORAGE MUST BE PROTECTED FROM WEATHER ELEMENTS AND HAVE RESTRICTED ACCESS.
3. HAZARDOUS WASTE STORAGE MUST COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
4. HAZARDOUS WASTE STORAGE MUST COMPLY WITH CONTRACT DOCUMENTS.

HAZARDOUS WASTE DISPOSAL

NOTES:
1. ALL PERSONNEL INVOLVED WITH CONSTRUCTION ACTIVITIES MUST COMPLY WITH STATE AND LOCAL SANITARY OR SEPTIC SYSTEM REGULATIONS. PORTABLE TOILETS MUST BE LOCATED AT LEAST 30 FEET FROM INLETS, CHANNELS, SWALES, OR PERMITTED LIMITS OF DISTURBANCE, AND MUST BE LOCATED AT LEAST 50 FEET FROM WATERS OF THE STATE, OR WATERS OF THE U.S. PORTABLE TOILETS MUST BE SECURELY ANCHORED AND/OR TIED DOWN. SECONDARY CONTAINMENT SHALL BE PROVIDED AND FULL CAPACITY SHALL BE RESTORED IMMEDIATELY UPON DISCOVERY OF ITS DIMINISHMENT. THE LOCATION OF SANITARY FACILITIES SHALL BE SHOWN ON THE SITE MAPS.
2. REFERENCE THE MEMPHIS AND SHELBY COUNTY BMP MANUAL ACTIVITIES AND METHODS SECTION AM-09

SANITARY FACILITIES

NOTES:
1. PROVIDE WASH STATION IN A LOCATION PROTECTED FROM WEATHER ELEMENTS.
2. COLLECT ALL USED WASH WATER AND DISPOSE OF IT PROPERLY.
3. PROVIDE ADEQUATE SUPPLY OF WATER AND ANY OTHER SUPPLIES TO ENSURE PROPER OPERATION OF WASH STATION WHEN NEEDED.

PAINT AND STUCCO WASHOUT

NOTES:
1. ALL ON-SITE TOPSOIL MUST BE PRESERVED FOR REUSE ON THE SITE DURING REVEGETATION, UNLESS IT IS INFEASIBLE OR UNREASONABLE TO DO SO. (NOTE: TOPSOIL STOCKPILING ON-SITE MAY BE INFEASIBLE IF SPACE IS NOT AVAILABLE ON-SITE FOR TOPSOIL STOCKPILING OR IF LITTLE TO NO VEGETATION IS TO REMAIN UNDER POST-CONSTRUCTION CONDITIONS. STOCKPILING OF TOPSOIL AT AN OFF-SITE LOCATION OR TRANSFER OF TOPSOIL TO OTHER LOCATIONS MAY ALSO BE ACCEPTABLE BUT MUST BE AUTHORIZED BY THE CEC).
2. ALL SOIL STOCKPILES MUST BE STABILIZED TO PREVENT EROSION AND FUGITIVE DUST. THE SURFACE OF THE STOCKPILE MUST BE PROPERLY PROTECTED TO ELIMINATE THE RISK OF EROSION. SEE TEMPORARY SEEDING OR STABILIZATION DETAIL. SUITABLE ALTERNATIVE MEANS OF STABILIZATION CAN BE USED, SUCH AS PROPERLY ANCHORED PLASTIC TARPS.
3. PERIMETER SEDIMENT CONTROLS ALSO MUST BE INSTALLED AT STOCKPILE LOCATIONS TO PREVENT CONTACT WITH STORMWATER, INCLUDING RUN-ON.
4. STOCKPILES MUST BE LOCATED OUTSIDE OF ANY VEGETATED BUFFER AREAS AND SHOULD BE LOCATED AS FAR AS PRACTICABLE FROM STORMWATER CONVEYANCES AND IMPOUNDMENTS AND WATER BODIES.

STOCKPILES (SP)

NOTES:
1. THE GC SHALL IDENTIFY MASONS' AREA WITH LEGIBLE SIGNAGE ON THE SITE. TO THE EXTENT PRACTICAL, ALL MASONRY TOOLS, MATERIAL, INCLUDING SAND AND SACKED CEMENT AND/OR MORTAR MATERIALS, MIX, AND EQUIPMENT SHALL BE LOCATED WITHIN THE AREA IDENTIFIED. MATERIALS VULNERABLE TO WEATHER ELEMENTS SHALL BE STORED IN CONTAINERS AT THE END OF EACH WORK DAY; SUCH MATERIALS SHALL REMAIN STORED IN CONTAINERS WHEN NOT IN USE.
2. RUNOFF CONTROL, SUCH AS DIVERSION BERMS, SILT FENCE, SILT DIKE, OR OTHER MEANS OF CONTAINMENT SHALL BE PROVIDED TO PREVENT THE MIGRATION OF STORMWATER POLLUTANTS FROM THE MASONS' AREA. COVERED RECEPTACLES FOR DEBRIS AND TRASH DISPOSAL SHALL ALSO BE PROVIDED.
3. THE MASONS' AREA SHALL MEET OSHA AND OTHER REGULATORY REQUIREMENTS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE), FIRE EXTINGUISHERS, ETC. GC SHALL PROVIDE SCREENING OR OTHER TECHNOLOGIES FOR MASONS' AREA TO PREVENT AIRBORNE TRANSPORT OF CEMENT DUST AND OTHER PARTICULATES DUE TO HIGH SPEED WIND OR OTHER CONDITIONS. THE LOCATION OF THE MASONS' AREA SHALL BE SHOWN ON THE SITE MAPS.

MASONS' AREA (MA)

NOTES:
1. THE GC SHALL DESIGNATE AREAS ON THE SITE MAPS FOR EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR. THE GC AND SUBCONTRACTORS SHALL UTILIZE SUCH DESIGNATED AREAS. CLEANING, MAINTENANCE, AND REPAIR AREAS SHALL BE PROTECTED BY A TEMPORARY PERIMETER BERM, SHALL NOT OCCUR WITHIN 150 FEET OF ANY WATERWAY, WATER BODY OR WETLAND, AND SHALL OCCUR IN AREAS LOCATED AS FAR AS PRACTICAL FROM STORM SEWER INLETS. DRIP PANS SHALL BE USED FOR VEHICLE MAINTENANCE ACTIVITIES AND RESULTANT WASTES SHALL BE DISPOSED OF IN ACCORDANCE WITH THE HAZARDOUS MATERIAL MANAGEMENT AND SPILL REPORTING PLAN NOTES INCLUDED ON THIS PLAN SHEET.
2. USE OF DETERGENTS FOR LARGE SCALE WASHING IS PROHIBITED (FOR EXAMPLE, WASHING VEHICLES, BUILDINGS, PAVEMENT SURFACES, ETC.). ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

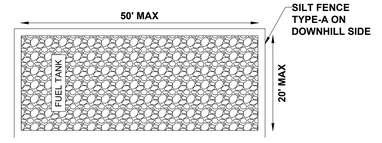
EQUIPMENT AND VEHICLE CLEANING AND MAINTENANCE AREAS

NOTES:
1. MATERIAL STORAGE AREAS SHOULD BE LOCATED, WHEN POSSIBLE, TO MINIMIZE EXPOSURE TO WEATHER. INSPECTIONS SHALL EVALUATE DISTURBED AREAS AND AREAS USED FOR STORING MATERIALS THAT ARE EXPOSED TO RAINFALL FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM OR DISCHARGING FROM THE SITE. IF NECESSARY, THE MATERIALS MUST BE COVERED OR ORIGINAL COVERS MUST BE REPAIRED OR SUPPLEMENTED. ALSO, PROTECTIVE BERMS MUST BE CONSTRUCTED, IF NEEDED, TO CONTAIN RUNOFF FROM MATERIAL STORAGE AREAS. GC SHALL ADHERE TO ALL STATE AND LOCAL REGULATIONS PERTAINING TO MATERIAL STORAGE AREAS.
2. CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN WATERPROOF CONTAINERS. EXCEPT DURING APPLICATION, THE CONTAINERS AND THE CONTENTS MUST BE KEPT IN TRUCKS OR INSIDE OF STORAGE FACILITIES. RUNOFF CONTAINING SUCH MATERIAL MUST BE COLLECTED, REMOVED FROM THE SITE, TREATED, AND DISPOSED OF AT AN APPROVED SOLID WASTE AND CHEMICAL DISPOSAL FACILITY.

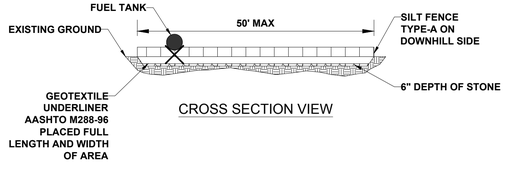
MATERIAL LAYDOWN AND STORAGE AREA (27)

FUEL STORAGE AND WASTE DISPOSAL AREA

Da



PLAN VIEW



CROSS SECTION VIEW

NOTES:
1. DRAWING N.T.S.
2. AREA DESIGNATED ONLY FOR FUEL STORAGE AND WASHING OF THE CONCRETE CHUTE ONLY. WASHING OF CONCRETE DRUM IS PROHIBITED.

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REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	07/23/2024	OWNER COMMENTS	JB/BM / CC
2	08/20/2024	OWNER COMMENTS	JB/CC / CC/BB
3	12/06/2024	CITY COMMENTS	JB/CA / BB

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DRAWN BY:	JB
CHECKED BY:	BB
DATE:	08/20/2024
CAD I.D.:	P-CIVL-ERODD-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE & TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND 12/06/2024

SHEET TITLE:

EROSION & SEDIMENT CONTROL DETAILS

SHEET NUMBER:

C-807

(8) REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\CI\20241\TEMP\ACPUBLISH_15721\SP-CIVL-ERODD-GAA230181.00-----3.LAYOUT: C-807 EROSION & SEDIMENT CONTROL DETAILS
BS

DUST CONTROL ON DISTURBED AREAS

Du



DEFINITION

CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADS, AND DEMOLITION SITES.

PURPOSE

- TO PREVENT SURFACE AND AIR MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES.
- TO REDUCE THE PRESENCE OF AIRBORNE SUBSTANCES THAT MAY BE HARMFUL OR INJURIOUS TO HUMAN HEALTH, WELFARE, OR SAFETY, OR TO ANIMALS OR PLANT LIFE.

CONDITIONS

THIS PRACTICE IS APPLICABLE TO AREAS SUBJECT TO SURFACE AND AIR MOVEMENT OF DUST WHERE ON AND OFF-SITE DAMAGE MAY OCCUR WITHOUT TREATMENT.

METHOD AND MATERIALS

A. TEMPORARY METHODS

MULCHES. SEE STANDARD DS1 - DISTURBED AREA STABILIZATION (WITH MULCHING ONLY). SYNTHETIC RESINS MAY BE USED INSTEAD OF ASPHALT TO BIND MULCH MATERIAL. REFER TO SPECIFICATION TAC - TACKIFIERS. RESINS SHOULD BE USED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

VEGETATIVE COVER. SEE SPECIFICATION DS2 - DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING).

SPRAY-ON ADHESIVES. THESE ARE USED ON MINERAL SOILS (NOT EFFECTIVE ON MUCK SOILS). KEEP TRAFFIC OFF THESE AREAS. REFER TO SPECIFICATION TAC - TACKIFIERS.

TILLAGE. THIS PRACTICE IS DESIGNED TO ROUGHEN AND BRING CLODS TO THE SURFACE. IT IS AN EMERGENCY MEASURE THAT SHOULD BE USED BEFORE WIND EROSION STARTS. BEGIN PLOWING ON WINDWARD SIDE OF SITE. CHISEL-TYPE PLOWS SPACED ABOUT 12 INCHES APART, SPRING-TOOTHED HARROWS, AND SIMILAR PLOWS ARE EXAMPLES OF EQUIPMENT THAT MAY PRODUCE THE DESIRED EFFECT.

IRRIGATION. THIS IS GENERALLY DONE AS AN EMERGENCY TREATMENT. SITE IS SPRINKLED WITH WATER UNTIL THE SURFACE IS WET. REPEAT AS NEEDED.

BARRIERS. SOLID BOARD FENCES, SNOW-FENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY AND SIMILAR MATERIAL CAN BE USED TO CONTROL AIR CURRENTS AND SOIL BLOWING. BARRIERS PLACED AT RIGHT ANGLES TO PREVAILING CURRENTS AT INTERVALS OF ABOUT 15 TIMES THEIR HEIGHT ARE EFFECTIVE IN CONTROLLING WIND EROSION.

CALCIUM CHLORIDE. APPLY AT RATE THAT WILL KEEP SURFACE MOIST. MAY NEED RE-TREATMENT.

B. PERMANENT METHODS

PERMANENT VEGETATION. SEE SPECIFICATION **DS3 -DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)**. EXISTING TREES AND LARGE SHRUBS MAY AFFORD VALUABLE PROTECTION IF LEFT IN PLACE.

TOPSOILING. THIS ENTAILS COVERING THE SURFACE WITH LESS EROSIVE SOIL MATERIAL. SEE SPECIFICATION **TP - TOPSOILING**.

STONE. COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL. SEE SPECIFICATION **CR-CONSTRUCTION ROAD STABILIZATION**.

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DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

Ds1



DEFINITION

APPLYING PLANT RESIDUES OR OTHER SUITABLE MATERIALS, PRODUCED ON THE SITE IF POSSIBLE, TO THE SOIL SURFACE.

PURPOSE

- TO REDUCE RUNOFF AND EROSION
- TO CONSERVE MOISTURE
- TO PREVENT SURFACE COMPACTION OR CRUSTING
- TO CONTROL UNDESIRABLE VEGETATION
- TO MODIFY SOIL TEMPERATURE
- TO INCREASE BIOLOGICAL ACTIVITY IN THE SOIL

REQUIREMENT FOR REGULATORY COMPLIANCE

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS, BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, DEPENDING ON THE MATERIAL USED, ANCHORED AND HAVE A CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE.
MAINTENANCE SHALL BE REQUIRED TO MAINTAIN APPROPRIATE DEPTH AND 90% COVER. TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS.
IF ANY AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHNIQUES SHALL BE EMPLOYED. REFER TO **DS2 -DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING), DS3 - DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING), AND DS4 - DISTURBED AREA STABILIZATION (WITH SODDING)**.

SPECIFICATIONS
MULCHING WITHOUT SEEDING
THIS STANDARD APPLIES TO GRADED OR CLEARED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDANT COVER, BUT CAN BE STABILIZED WITH A MULCH COVER.

SITE PREPARATION

1. GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.
2. INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES AND SEDIMENT BARRIERS.
3. LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

MULCHING MATERIALS
SELECT ONE OF THE FOLLOWING MATERIALS AND APPLY AT THE DEPTH INDICATED:

1. DRY STRAW OR HAY SHALL BE APPLIED AT A DEPTH OF 2 TO 4 INCHES PROVIDING COMPLETE SOIL COVERAGE. ONE ADVANTAGE OF THIS MATERIAL IS EASY APPLICATION.
2. WOOD WASTE (CHIPS, SAWDUST OR BARK) SHALL BE APPLIED AT A DEPTH OF 2 TO 3 INCHES. ORGANIC MATERIAL FROM THE CLEARING STAGE OF DEVELOPMENT SHOULD REMAIN ON SITE, BE CHIPPED, AND APPLIED AS MULCH. THIS METHOD OF MULCHING CAN GREATLY REDUCE EROSION CONTROL COSTS.
3. POLYETHYLENE FILM SHALL BE SECURED OVER BANKS OR STOCKPILED SOIL MATERIAL FOR TEMPORARY PROTECTION. THIS MATERIAL CAN BE SALVAGED AND RE-USED.

APPLYING MULCH

WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.

1. DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
2. IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, 20-30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY THE DECOMPOSITION OF THE ORGANIC MULCHES.
3. APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH

1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK." DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION.

   STRAW OR HAY MULCH SPREAD WITH SPECIAL BLOWER-TYPE EQUIPMENT MAY BE ANCHORED. TACKIFERS, BINDERS AND HYDRAULIC MULCH WITH TACKIFIER SPECIFICALLY DESIGNED FOR TACKING STRAW CAN BE SUBSTITUTED FOR EMULSIFIED ASPHALT. PLEASE REFER TO SPECIFICATION **TAC - TACKIFERS**. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS.
3. POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

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DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

Ds2



DEFINITION

THE ESTABLISHMENT OF TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS FOR SEASONAL PROTECTION ON DISTURBED OR DENUDED AREAS.

PURPOSE

- TO REDUCE RUNOFF AND SEDIMENT DAMAGE OF
- DOWN STREAM RESOURCES
- TO PROTECT THE SOIL SURFACE FROM EROSION
- TO IMPROVE WILDLIFE HABITAT
- TO IMPROVE AESTHETICS
- TO IMPROVE TILTH, INFILTRATION AND AERATION AS WELL AS ORGANIC MATTER FOR PERMANENT PLANTINGS

REQUIREMENT FOR REGULATORY COMPLIANCE

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. TEMPORARY GRASSING, INSTEAD OF MULCH, CAN BE APPLIED TO ROUGH GRADED AREAS THAT WILL BE EXPOSED FOR LESS THAN SIX MONTHS. IF AN AREA IS EXPECTED TO BE UNDISTURBED FOR LONGER THAN SIX MONTHS, PERMANENT PERENNIAL VEGETATION SHALL BE USED. IF OPTIMUM PLANTING CONDITIONS FOR TEMPORARY GRASSING IS LACKING, MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, ANCHORED, AND HAVE A CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE. REFER TO SPECIFICATION **DS1-DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING).**

CONDITIONS
TEMPORARY VEGETATIVE MEASURES SHOULD BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL AND EFFECTIVE STABILIZATION. MOST TYPES OF TEMPORARY VEGETATION ARE IDEAL TO USE AS COMPANION CROPS UNTIL THE PERMANENT VEGETATION IS ESTABLISHED. NOTE: SOME SPECIES OF TEMPORARY VEGETATION ARE NOT APPROPRIATE FOR COMPANION CROP PLANTINGS BECAUSE OF THEIR POTENTIAL TO OUT-COMPETE THE DESIRED SPECIES (E.G. ANNUAL RYEGRASS). CONTACT NRCS OR THE LOCAL SWCD FOR MORE INFORMATION.

SPECIFICATIONS
GRADING AND SHAPING
EXCESSIVE WATER RUN-OFF SHALL BE REDUCED BY PROPERLY DESIGNED AND INSTALLED EROSION CONTROL PRACTICES SUCH AS CLOSED DRAINS, DITCHES, DIKES, DIVERSIONS, SEDIMENT BARRIERS AND OTHERS. NO SHAPING OR GRADING IS REQUIRED IF SLOPES CAN BE STABILIZED BY HAND-SEEDED VEGETATION OR IF HYDRAULIC SEEDING EQUIPMENT IS TO BE USED.

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SEEDBED PREPARATION
WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED. WHEN USING CONVENTIONAL OR HAND-SEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL.

WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH CUT SLOPES, THE SOIL SHALL BE PITTED, TRENCHED OR OTHERWISE SCARIFIED TO PROVIDE A PLACE FOR SEED TO LODGE AND GERMINATE.

LIME AND FERTILIZER
AGRICULTURAL LIME IS REQUIRED UNLESS SOIL TESTS INDICATE OTHERWISE. APPLY AGRICULTURAL LIME AT A RATE DETERMINED BY SOIL TEST FOR PH. QUICK ACTING LIME SHOULD BE INCORPORATED TO MODIFY PH DURING THE GERMINATION PERIOD. BIO STIMULANTS SHOULD ALSO BE CONSIDERED WHEN THERE IS LESS THAN 3% ORGANIC MATTER IN THE SOIL. GRADED AREAS REQUIRE LIME APPLICATION. SOILS MUST BE TESTED TO DETERMINE REQUIRED AMOUNTS OF FERTILIZER AND AMENDMENTS. FERTILIZER SHOULD BE APPLIED BEFORE LAND PREPARATION AND INCORPORATED WITH A DISK RIPPER, OR CHISEL ON SLOPES TOO STEEP FOR, OR INACCESSIBLE TO EQUIPMENT. FERTILIZER SHALL BE HYDRAULICALLY APPLIED, PREFERABLY IN THE FIRST PASS WITH SEED AND SOME HYDRAULIC MULCH, THEN TOPPED WITH THE REMAINING REQUIRED APPLICATION RATE.

SEEDING
SELECT A GRASS OR GRASS-LEGUME MIXTURE SUITABLE TO THE AREA AND SEASON OF THE YEAR. SEED SHALL BE APPLIED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTI-PACKER-SEEDER, OR HYDRAULIC SEEDER (SLURRY INCLUDING SEED AND FERTILIZER). DRILL OR CULTIPACKER SEEDERS SHOULD NORMALLY PLACE SEED ONE-QUARTER TO ONE-HALF INCH DEEP. APPROPRIATE DEPTH OF PLANTING IS TEN TIMES THE SEED DIAMETER. SOIL SHOULD BE "RAKED" LIGHTLY TO COVER SEED WITH SOIL IF SEEDED BY HAND. SEE TABLE 6-4.1

MULCHING
TEMPORARY VEGETATION CAN, IN MOST CASES, BE ESTABLISHED WITHOUT THE USE OF MULCH, PROVIDED THERE IS LITTLE TO NO EROSION POTENTIAL. HOWEVER, THE USE OF MULCH CAN OFTEN ACCELERATE AND ENHANCE GERMINATION AND VEGETATION ESTABLISHMENT. MULCH WITHOUT SEEDING SHOULD BE CONSIDERED FOR SHORT TERM PROTECTION. REFER TO **DS1 - DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)**.

IRRIGATION
DURING TIMES OF DROUGHT, WATER SHALL BE APPLIED AT A RATE NOT CAUSING RUNOFF AND EROSION. THE SOIL SHALL BE THOROUGHLY WETTED TO A DEPTH THAT WILL INSURE GERMINATION OF THE SEED. SUBSEQUENT APPLICATIONS SHOULD BE MADE WHEN NEEDED.

PLANT, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS 1/

Species	Broadcast: Rates 2/ Per Acre	Broadcast: Rates 2/ PLS 3/ Per 1000 sq ft	Resource Area 4/	Planting Dates by Resource Area (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.) J F M A M J J A S O N D	Remarks
BARLEY (Hordeum vulgare)			P		
alone	3 bu. (144 lbs.)	3.3 lb.			14,000 seed per pound. Winterhardy. Use on productive soils.
in mixtures	1 bu. (24 lbs.)	0.6 lb.			
LESPEDEZA, ANNUAL (Lespedeza striata)			P		
alone	40 lbs.	0.9 lb.			293,000 seed per pound. May reseed for several years. Use moderate P,L.
in mixtures	10 lbs.	0.2 lb.			
CONGRAVES' MEDITRO (Elegiastis cyhalo)			P		
alone	4 lbs.	0.1 lb.			1,500,000 seed per pound. May last for several years. Mix with Serina kapa blue.
in mixtures	2lbs.	0.05 lb.			
MILLET, BROWNTOP (Panicum fasciculatum)			P		
alone	40 lbs.	C 0.9 lb.			137,000 seed per pound. Quick dense cover. Will provide fair mulch competition in mixtures if seeded at high rates.
in mixtures	10 lbs.	0.3 lb.			

PLANT, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS 1/

Species	Broadcast: Rates 2/ Per Acre	Broadcast: Rates 2/ PLS 3/ Per 1000 sq ft	Resource Area 4/	Planting Dates by Resource Area (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.) J F M A M J J A S O N D	Remarks
MILLET, PEARL (Pennisetum glaucum)			P		69,000 seed per pound. Quick dense cover. May reach 5 feet in height. Not recommended for mixtures.
alone	50 lbs.	1.1 lb.			
OATS (Avena sativa)			P		13,000 seed per pound. Use on productive soils. Not as winterhardys rye or barley.
alone	4 bu. (128 lbs.)	2.9 lb.			
in mixtures	1 bu. (32 lbs.)	0.7lb.			
RYE (Secale cereale)			P		18,000 seed per pound. Quick cover. Drought tolerant and winterhardy.
alone	2 bu. (168 lbs.)	3.5 lb.			
in mixture	1/2 bu. (28 lbs.)	0.6 lb.			
RYEGRASS, ANNUAL (Lolium temulentum)			P		227,000 seed per pound. Dense cover. Very competitive and is not to be used in.
alone	40 lbs.	0.9 lb.			
SUDANGRASS (Sorghum Sudanese)			P		55,000 seed per pound. Good on droughty sites. Not recommended for mixtures.
alone	50 lbs.	1.4lb			

PLANT, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS

Species	Broadcast: Rates 2/ Per Acre	Broadcast: Rates 2/ PLS 3/ Per 1000 sq ft	Resource Area 4/	Planting Dates by Resource Area (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.) J F M A M J J A S O N D	Remarks
WHEAT (Triticum Aestivum)			P		15,000 seed per pound. .
alone	3 bu. (180 lbs.)	4.1 lb.			
in mixtures	1/2 bu. (30 lbs.)	0.7 lb.			

1/ Temporary cover crops are very competitive and will crown out perennials if seeded too heavily.
2/ Reduce seeding rates by 50% in no-till drill.
3/ PLS is an abbreviation for Pure Live Seed.
4/ Prepared by the Southern Piedmont NRCS.

DISTURBED AREA STABILIZATION (WITH SODDING)

Ds4



DEFINITION:
A PERMANENT VEGETATIVE COVER USING SODS ON HIGHLY ERODIBLE OR CRITICALLY ERODED LANDS.

PURPOSE:
ESTABLISH IMMEDIATE GROUND COVER.
REDUCE RUNOFF AND EROSION.
IMPROVE AESTHETICS AND LAND VALUE.
REDUCE DUST AND SEDIMENTS.
STABILIZE WATERWAYS, CRITICAL AREAS.
FILTER SEDIMENTS, NUTRIENTS AND BUGS.
REDUCE DOWNSTREAM COMPLAINTS.
REDUCE LIKELIHOOD OF LEGAL ACTION.
REDUCE LIKELIHOOD OF WORK STOPPAGE DUE TO LEGAL ACTION.
INCREASE "GOOD NEIGHBOR" BENEFITS.

CONDITIONS:
THIS APPLICATION IS APPROPRIATE FOR AREAS THAT REQUIRE IMMEDIATE VEGETATIVE COVERS, DROP INLETS, GRASS SWALES, AND WATERWAYS WITH INTERMITTENT FLOW.

PLANNING CONSIDERATIONS:
SODDING CAN INITIALLY BE MORE COSTLY THAN SEEDING, BUT THE ADVANTAGES JUSTIFY THE INCREASED INITIAL COSTS:

1. IMMEDIATE EROSION CONTROL, GREEN SURFACE, AND QUICK USE.
2. REDUCED FAILURE AS COMPARED TO SEED AS WELL AS THE LACK OF WEEDS.
3. CAN BE ESTABLISHED NEARLY YEAR-ROUND.

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SODDING IS PREFERABLE TO SEED IN WATERWAYS AND SWALES BECAUSE OF THE IMMEDIATE PROTECTION OF THE CHANNEL AFTER APPLICATION. SODDING MUST BE STAKED IN CONCENTRATED FLOW AREAS (SEE FIGURE 6-6.1).

CONSIDER USING SOD FRAMED AROUND DROP INLETS TO REDUCE SEDIMENTS AND MAINTAINING THE GRADE

CONSTRUCTION SPECIFICATIONS
SOIL PREPARATION:
BRING SOIL SURFACE TO FINAL GRADE. CLEAR SURFACE OF TRASH, WOODY DEBRIS, STONES AND CLODS LARGER THAN 1". APPLY SOD TO SOIL SURFACES ONLY AND NOT FROZEN SURFACES, OR GRAVEL TYPE SOILS.

TOPSOIL PROPERLY APPLIED WILL HELP GUARANTEE A stand.DON'T USE TOPSOIL RECENTLY TREATED WITH HERBICIDES OR SOIL STERILANTS.

MIX FERTILIZER INTO SOIL SURFACE. FERTILIZE BASED ON SOIL TESTS OR TABLE 6-6.1.

TABLE 6-6.1 FERTILIZER REQUIREMENTS FOR SOIL SURFACE APPLICATION

FERTILIZER TYPE	FERTILIZER RATE (LBS/ACRE)	FERTILIZER RATE (LBS/SQ FT)	SEASON
10-10-10	1000	.025	FALL

AGRICULTURAL LIME SHOULD BE APPLIED BASED ON SOIL TESTS OR AT A RATE OF 1 TO 2 TONS PER ACRE.

INSTALLATION:
LAY SOD WITH TIGHT JOINTS AND IN STRAIGHT LINES. DON'T OVERLAP JOINTS. STAGGER JOINTS AND DO NOT STRETCH SOD (SEE FIGURE 6-6.2)

ON SLOPES STEEPER THAN 3:1, SOD SHOULD BE ANCHORED WITH PINS OR OTHER APPROVED METHODS. INSTALLED SOD SHOULD BE ROLLED OR TAMPED TO PROVIDE GOOD CONTACT BETWEEN SOD AND SOIL.

IRRIGATE SOD AND SOIL TO A DEPTH OF 4" IMMEDIATELY AFTER INSTALLATION.

SOD SHOULD NOT BE CUT OR SPREAD IN EXTREMELY WET OR DRY WEATHER. IRRIGATION SHOULD BE USED TO SUPPLEMENT RAINFALL FOR A MINIMUM OF 2-3 WEEKS.

MATERIALS:

SOD SELECTED SHOULD BE CERTIFIED. SOD GROWN IN THE GENERAL AREA OF THE PROJECT IS DESIRABLE.

1. SOD SHOULD BE MACHINE CUT AND CONTAIN 3/4" (+ OR -1/4") OF SOIL, NOT INCLUDING SHOOTS OR THATCH.
2. SOD SHOULD BE CUT TO THE DESIRED SIZE WITHIN (+ OR -5%. TORN OR UNEVEN PADS SHOULD BE REJECTED.
3. SOD SHOULD BE CUT AND INSTALLED WITHIN 36 HOURS OF DIGGING.
4. AVOID PLANTING WHEN SUBJECT TO FROST HEAVE OR HOT WEATHER, IF IRRIGATION IS NOT AVAILABLE.
5. THE SOD TYPE SHOULD BE SHOWN ON THE PLANS OR INSTALLED ACCORDING TO TABLE 6-6.2. SEE FIGURE 6-4.1 FOR YOUR RESOURCE AREA.

MAINTENANCE:

RE-SOD AREAS WHERE AN ADEQUATE STAND OF SOD IS NOT OBTAINED. NEW SOD SHOULD BE MOWED SPARINGLY. GRASS HEIGHT SHOULD NOT BE CUT LESS THAN 2"-3" OR AS SPECIFIED (SEE FIGURE 6-6.2).

APPLY ONE TON OF AGRICULTURAL LIME AS INDICATED BY SOIL TEST OR EVERY 4-6 YEARS. FERTILIZE GRASSES IN ACCORDANCE WITH SOIL TESTS OR TABLE 6-6.3.

TABLE 6-6.2 SOD PLANTING REQUIREMENTS

GRASS	VARIETIES	RESOURCE AREA	GROWING SEASON
BERMUDAGRASS	COMMON TIFWAY TIFGREEN TIFLAWN	M-L,P,C P,C P,C P,C	WARM WEATHER
BAHIAGRASS	PENSACOLA	P,C	WARM WEATHER
BERMUDAGRASS	—	P,C	WARM WEATHER
BERMUDAGRASS	COMMON BITTERBLUE RALEIGH	C	WARM WEATHER
BERMUDAGRASS	EMERALD MYER	P,C	WARM WEATHER
BERMUDAGRASS	KENTUCKY	M-L,P	COOL WEATHER

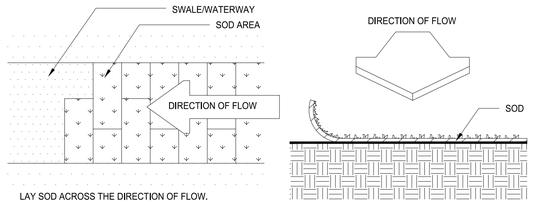
TABLE 6-6.3 FERTILIZER REQUIREMENTS FOR SOD

TYPES OF SPECIES	PLANTING YEAR	FERTILIZER (N-P-K)	RATE (LBS/ACRE)	NITROGEN TOP DRESSING RATE (LBS/ACRE)
COOL SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 1000 400	50-100 - 30
WARM SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 800 400	50-100 50-100 30

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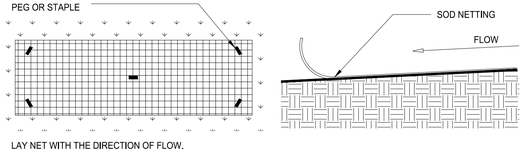
SODDED WATERWAYS

SOD DIRECTIONS



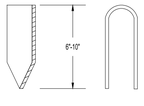
LAY SOD ACROSS THE DIRECTION OF FLOW.

NETTING DIRECTIONS



LAY NET WITH THE DIRECTION OF FLOW.

PEG DETAIL

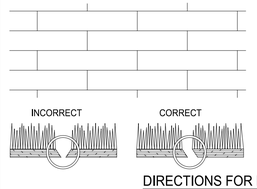


IN CRITICAL AREAS, SECURE SOD WITH NETTING USING STAPLES.

USE PEGS OR STAPLES TO FASTEN SOD FIRMLY -- AT THE ENDS OF STRIPS AND IN THE CENTER, OR EVERY 3-4 FEET IF THE STRIPS ARE LONG, WHEN READY TO MOW, DRIVE PEGS OR STAPLES FLUSH WITH THE GROUND.

SOD MAINTENANCE AND INSTALLATION

SOD LAYOUT AND PREPARATION



LAY SOD IN A STAGGERED PATTERN. BUTT THE STRIPS TIGHTLY AGAINST EACH OTHER. DO NOT LEAVE SPACES AND DO NOT OVERLAP. A SHARPENED MASON'S TROWEL IS A HANDY TOOL FOR TUCKING DOWN THE ENDS AND TRIMMING PIECES.

BUTTING: ANGLED ENDS CAUSED BY THE AUTOMATIC SOD CUTTER MUST BE MATCHED CORRECTLY.

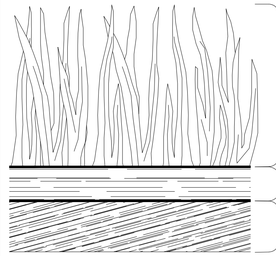
DIRECTIONS FOR INITIAL MAINTENANCE

Step 1. ROLL SOD IMMEDIATELY TO ACHIEVE FIRM CONTACT WITH THE SOIL

Step 2. WATER TO A DEPTH OF 4" AS NEEDED. WATER WELL AS SOON AS THE SOD IS LAID.

Step 3. MOW WHEN THE SOD IS ESTABLISHED -- IN 2-3 WEEKS. SET THE MOWER HIGH (2"-3").

APPEARANCE OF GOOD SOD



SHOOTS OR GRASS BLADES : GRASS SHOULD BE GREEN AND HEALTHY, MOWED AT A 2"-3" CUTTING HEIGHT.

THATCH: GRASS CLIPPINGS AND DEAD LEAVES (UP TO 1/2" THICK).

ROOT ZONE : SOIL AND ROOTS. SHOULD BE 1/2"-3/4" THICK WITH DENSE ROOT MAT FOR STRENGTH.

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DRAWN BY:	JB
CHECKED BY:	BB
DATE:	08/20/2024
CAD I.D.:	P-CIVL-EROD-GAA230181.00

PROJECT:
PROP. SITE PLAN DOCUMENTS
FOR
EXPRESS OIL CHANGE & TIRE ENGINEERS
AUTO SERVICE FACILITY
LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND
12/06/2024

SHEET TITLE:
EROSION & SEDIMENT CONTROL DETAILS

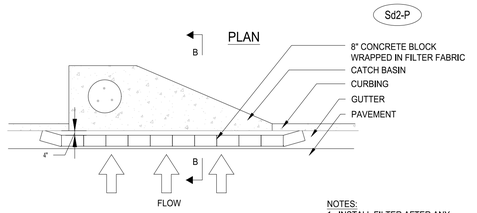
SHEET NUMBER:
C-808

8 REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\CI\20240412\TEMP\ACPUBLISH_15712\P-CIVL-EROD-GAA230181.00-----1A1LAYOUT C-808 EROSION & SEDIMENT CONTROL DETAILS

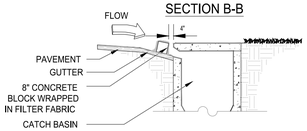
CURB INLET FILTER "PIGS IN BLANKET"

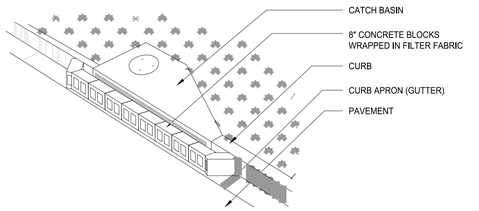
Sd2-P



NOTES:
1. INSTALL FILTER AFTER ANY ASPHALT PAVEMENT INSTALLATION.
2. WRAP 8" CONCRETE BLOCKS IN FILTER FABRIC AND SPAN ACROSS CATCH BASIN INLET.
3. FACE OPENINGS IN BLOCKS OUTWARD.
4. LEAVE A GAP OF APPROXIMATELY 4 INCHES BETWEEN THE CURB AND THE FILTERS TO ALLOW FOR OVERFLOW TO PREVENT HAZARDOUS PONDING.
5. INSTALL OUTLET PROTECTION BELOW STORM DRAIN OUTLETS.

SECTION B-B

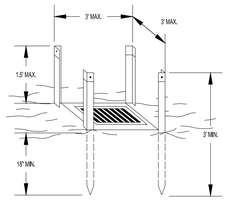




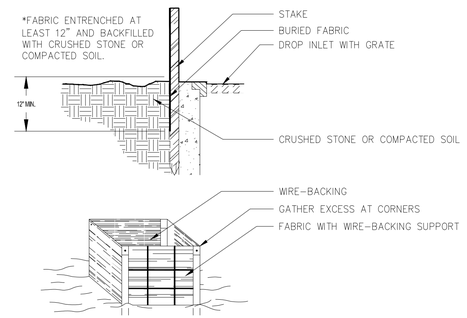
FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

Sd2-F

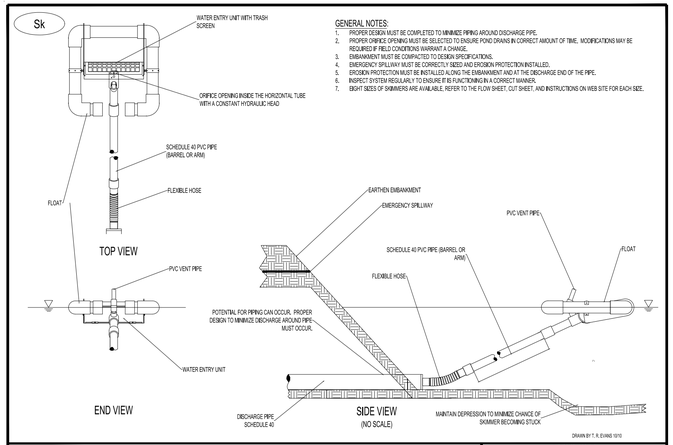
STEEL FRAME AND SILT FENCE INSTALLATION



NOTES:
1. DESIGN IS FOR SLOPES NO GREATER THAN 5% (NOT DESIGNED FOR CONCENTRATED FLOWS).
2. THE STEEL POSTS SUPPORTING THE SILT FENCE MATERIAL SHOULD BE SPACED EVENLY AROUND THE PERIMETER OF THE INLET (MAXIMUM OF 3' APART).
3. THE STEEL POSTS SHOULD BE SECURELY DRIVEN AT LEAST 18" DEEP.
4. THE FABRIC SHOULD BE ENTRENCHED AT LEAST 12" AND THEN BACKFILLED WITH CRUSHED STONE OR COMPACTED SOIL.



Sk



GENERAL NOTES:
1. PROPER DESIGN MUST BE COMPLETED TO MINIMIZE PIPING AROUND DISCHARGE PIPE.
2. PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE.
3. EMBANKMENT MUST BE COMPACTED TO DESIGN SPECIFICATIONS.
4. EMERGENCY SPILLWAY MUST BE CORRECTLY SIZED AND EROSION PROTECTION INSTALLED.
5. EROSION PROTECTION MUST BE INSTALLED ALONG THE EMBANKMENT AND AT THE DISCHARGE END OF THE PIPE.
6. INSPECT SYSTEM REGULARLY TO ENSURE IT IS FUNCTIONING IN A CORRECT MANNER.
7. EIGHT SIZES OF SKIMMERS ARE AVAILABLE. REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEB SITE FOR EACH SIZE.

FAIRCLOTH SKIMMER DISCHARGE SYSTEM WITH EMBANKMENT

J. W. FAIRCLOTH & SON, INC.
WWW.FAIRCLOTHSKIMMER.COM
TELEPHONE: (919) 733-1241
FAX: (919) 733-1286
EMAIL: WARREN@FAIRCLOTHSKIMMER.COM

EXCAVATED INLET SEDIMENT TRAP #1

TO BE SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN

If the **EXCAVATED INLET SEDIMENT TRAP** is used, show the following information:

1. **Drainage area** = 0.13 ac
2. Required sediment storage = 67 cy/ac * drainage area
   Required sediment storage = 67 cy/ac * 0.13 ac
   Required sediment storage = 8.71 cy = 235 cf
3. Assume excavation **depth** (minimum of 1.5 ft.) = 2 ft
4. Assume **slope of sides** (shall not be steeper than 2:1) = 2 :1
5. Determine required surface area
   SA_{min} = Required sediment storage / excavation depth
   SA_{min} = 235 cf / 2 ft
   SA_{min} = 118 sf
6. Assume shape of excavation and determine dimensions.
   (A rectangular shape with 2:1 length to width ratio is recommended.)
   Shape: rectangular
   Dimensions: l = 15 ft w = 8 ft diameter (*if applicable*) = N/A ft

Provide a detail showing the depth, length and width, or diameter (*if applicable*), and side slopes of the excavation.

EXCAVATED INLET SEDIMENT TRAP #2

TO BE SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN

If the **EXCAVATED INLET SEDIMENT TRAP** is used, show the following information:

1. **Drainage area** = 0.26 ac
2. Required sediment storage = 67 cy/ac * drainage area
   Required sediment storage = 67 cy/ac * 0.26 ac
   Required sediment storage = 17.42 cy = 470 cf
3. Assume excavation **depth** (minimum of 1.5 ft.) = 2 ft
4. Assume **slope of sides** (shall not be steeper than 2:1) = 2 :1
5. Determine required surface area
   SA_{min} = Required sediment storage / excavation depth
   SA_{min} = 470 cf / 2 ft
   SA_{min} = 235 sf
6. Assume shape of excavation and determine dimensions.
   (A rectangular shape with 2:1 length to width ratio is recommended.)
   Shape: rectangular
   Dimensions: l = 20 ft w = 12 ft diameter (*if applicable*) = N/A ft

Provide a detail showing the depth, length and width, or diameter (*if applicable*), and side slopes of the excavation.

EXCAVATED INLET SEDIMENT TRAP #3

TO BE SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN

If the **EXCAVATED INLET SEDIMENT TRAP** is used, show the following information:

1. **Drainage area** = 0.17 ac
2. Required sediment storage = 67 cy/ac * drainage area
   Required sediment storage = 67 cy/ac * 0.17 ac
   Required sediment storage = 11.39 cy = 308 cf
3. Assume excavation **depth** (minimum of 1.5 ft.) = 2 ft
4. Assume **slope of sides** (shall not be steeper than 2:1) = 2 :1
5. Determine required surface area
   SA_{min} = Required sediment storage / excavation depth
   SA_{min} = 308 cf / 2 ft
   SA_{min} = 154 sf
6. Assume shape of excavation and determine dimensions.
   (A rectangular shape with 2:1 length to width ratio is recommended.)
   Shape: rectangular
   Dimensions: l = 18 ft w = 9 ft diameter (*if applicable*) = N/A ft

Provide a detail showing the depth, length and width, or diameter (*if applicable*), and side slopes of the excavation.

EXCAVATED INLET SEDIMENT TRAP #4

TO BE SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN

If the **EXCAVATED INLET SEDIMENT TRAP** is used, show the following information:

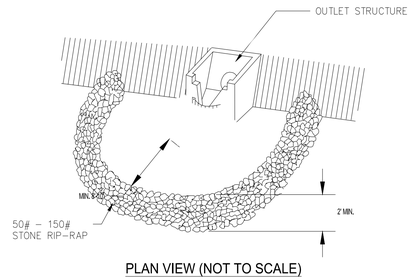
1. **Drainage area** = 0.11 ac
2. Required sediment storage = 67 cy/ac * drainage area
   Required sediment storage = 67 cy/ac * 0.11 ac
   Required sediment storage = 7.37 cy = 200 cf
3. Assume excavation **depth** (minimum of 1.5 ft.) = 2 ft
4. Assume **slope of sides** (shall not be steeper than 2:1) = 2 :1
5. Determine required surface area
   SA_{min} = Required sediment storage / excavation depth
   SA_{min} = 200 cf / 2 ft
   SA_{min} = 100 sf
6. Assume shape of excavation and determine dimensions.
   (A rectangular shape with 2:1 length to width ratio is recommended.)
   Shape: rectangular
   Dimensions: l = 14 ft w = 8 ft diameter (*if applicable*) = N/A ft

Provide a detail showing the depth, length and width, or diameter (*if applicable*), and side slopes of the excavation.

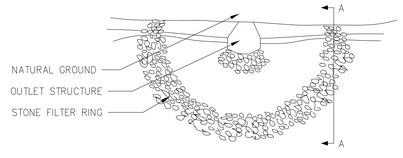
Fr

STONE FILTER RING

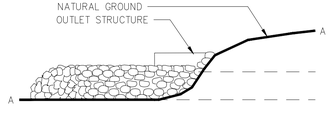
PERSPECTIVE VIEW



PLAN VIEW (NOT TO SCALE)



CROSS SECTION (NOT TO SCALE)



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FOR

EXPRESS OIL CHANGE & TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND
12/06/2024

SHEET TITLE:

EROSION & SEDIMENT CONTROL DETAILS

SHEET NUMBER:

C-809

8 REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\CI\20240\TEMP\ACPUBLISH_15721\P-CIVL-EROD-GAA230181.00-----LAYOUT: C-809 EROSION & SEDIMENT CONTROL DETAILS
BB

Retrofitting Rt



DEFINITION

A device or structure placed in front of a permanent stormwater detention pond outlet or roadway drainage structure to serve as a temporary sediment filter.

PURPOSE

Allows permanent stormwater detention basin structures to function as temporary sediment retention basins for land-disturbing projects, and allow roadway drainage to be used for temporary sediment storage.

CONDITIONS

This standard applies under the following conditions:

1. **Shall not be used in basins on live streams** or in basins with a total contributing drainage area of 100 acres or more.
2. Shall only be used in basins large enough to store 67 cubic yards of sediment per acre of disturbed area in the project.
3. Shall be considered a temporary structure and will be removed as soon as project is permanently stabilized. All accumulated sediment shall be removed, and the pond or basin shall be brought to final grade (if possible), prior to the removal of the retrofit.

DESIGN CRITERIA

1. The height of the retrofit should be approximately one-half the height of the structure.
2. **A retrofitted dention pond must be capable of storing the required volume of sediment in addition to the required stormwater volume.** The required sediment storage volume shall be achieved by either excavating the basin or raising the outlet structure's invert to achieve 67 cubic yards per acre of sediment storage. Remove sediment when one-third of the sediment storage capacity, not total pond capacity, is lost to sediment accumulation. This volume shall be marked on the riser or by setting a marked post near the riser.
3. For effective trapping efficiency, the sediment delivery inlets should be at the upper end of the basin.
4. For effective trapping efficiency, the length-width ratio of the basin shall be at least 2:1. If the length-width ratio is not at least 2:1, the flow length shall be increased with the use of baffles installed within the basin.

CONSTRUCTION SPECIFICATIONS

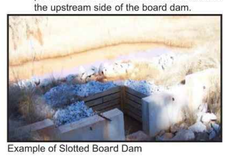
The following types of structures are acceptable under the designated conditions:

Perforated Half-Round Pipe with Stone Filter Rt -P
(See Figure 6-26.1)

a. Should be used only in detention ponds with less than 30 acre total drainage area.
b. Never to be used on exposed pipe end or winged headwall.
c. Diameter of half-round pipe should be 1.5 times the diameter of the principal pipe outlet or wider than the greatest width of the concrete weir.
d. Perforations and stone sizes are shown in Figure 6-26.1.
e. Shall be affixed by specified means (bolts, etc) to concrete outlet structure.

Slotted Board Dam with Stone or Filter Fabric Rt -B
(See Figure 6-26.3)

a. Can be used in detention ponds with drainage areas up to 100 acres, and on roadway-drainage structures with drainage areas less than 30 acres.
b. Can be used with open end pipe outlets, winged headwalls, or concrete weir outlets.
c. Should be installed with minimum size 4x4 inch posts.
d. Boards should have 0.5-1.0 inch space between them.
e. Minimum size 3-4 inch stone filter or approved filter fabric shall be installed around the upstream side of the board dam.



Example of Slotted Board Dam

Silt Control Gate Rt -Sg
(See figure 6-26.3, 6-26.4, 6-26.5)

The silt control gate may be used for temporary sediment storage on linear construction projects including roadway construction or maintenance, and utility line installation. The following specifications shall apply:

a. Shall only be used on roadway drainage structures with the following inlets: winged headwalls, tapered headwalls, straight headwalls, open end pipes, or flared end sections.
b. Drainage area to the silt control gate shall not exceed 50 acres, and the disturbed area of the basin shall not exceed 5 acres.
c. Post shall be 4"x4" treated lumber, and face boards shall be 2"x6" treated lumber with no spacing allowed between the boards.
d. An approved silt fence fabric shall be securely fastened to the front of the structure using staples or nails.
e. Sediment shall be removed and properly disposed of when it reaches one-third the height of the silt gate. Filter fabric shall be replaced when damaged or deteriorated.
f. Silt control gates should not be used as perimeter control alone, but instead be part of a treatment train that allows the drainage structure to discharge through another barrier before leaving the project.

All disturbed areas shall be vegetated immediately after construction with permanent vegetation. Refer to **Ds3** and **Ds4 - Disturbed Area Stabilization (With Permanent Vegetation)** and **Disturbed Area Stabilization (With Sodding)** and **Ss- Slope Stablization.**

MAINTENANCE

Retrofit structures shall be kept clear of trash and debris. This will require continuous monitoring and maintenance, which includes sediment removal when one-third of the sediment storage capacity has been lost. *Structures are temporary and shall be removed when disturbed areas have been permanently stabilized.*

RETRO-FITTED POND CALCULATION

TO BE SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN

Storage Calculations

1. Required stormwater storage = 151 cy
   (as determined by local ordinance)
2. Required sediment storage = 0 cy
   (67 cy/ac * N/A ac disturbed area)
3. Total required storage = (1) + (2) = (3) cy
4. Available storage = (4) cy
5. Is the available storage (4) greater than the total required storage (3)?
   ✓ yes _____ no
6. If "no", the sediment storage capacity of the pond must be increased. Choose the method to be used:
   N/A Raise the invert of the outlet structure _____ inches
   N/A Undercut the pond _____ feet
   N/A Other _____
7. Clean-out elevation = N/A ft
   (Elevation corresponding to 22 cy/ac * N/A ac disturbed area)
8. Is the length-width ratio 2:1 or greater?
   ✓ yes _____ no
9. If "no", the length of flow must be increased. Choose the method to be used:
   N/A Baffles (Type of baffle: _____)
   N/A Other _____

Note the CMP diameter and height if a half-round CMP retrofit is to be used.
Diameter = N/A inches Height = N/A feet

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\C3D2024\TEMP\ACPUBLISH_15721\SP-CIVIL-EROD-GAA230181.00-----LAYOUT: C-810 EROSION & SEDIMENT CONTROL DETAILS
BB

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FOR

EXPRESS OIL CHANGE & TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

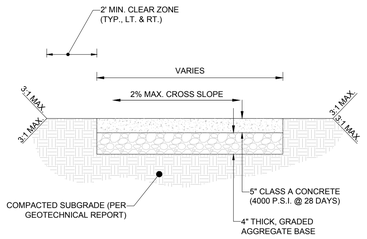
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GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE043191 12/06/2024 BRETT A. BUCKLAND

SHEET TITLE:
EROSION & SEDIMENT CONTROL DETAILS

SHEET NUMBER:
C-810

8 REVISION 3 - 12/06/2024

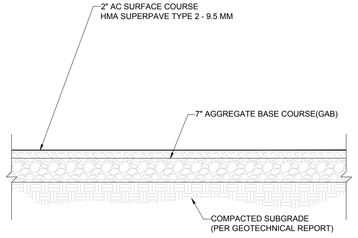


NOTE:

1. EXPANSION JOINTS 1/2" WIDE PREMOLDED BIT. MATERIAL SHALL BE INSTALLED AT 30' INTERVALS, CRACK CONTROL JOINTS TO BE SPACED AT INTERVALS EQUAL TO SIDEWALK WIDTH.

CONCRETE SIDEWALK DETAIL

NOT TO SCALE

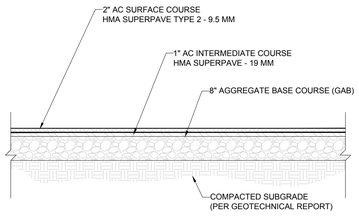


NOTE:

1. SECTION SHOWN IS BASED ON AN ANTICIPATED CBR OF 8 PER GEOTECHNICAL REPORT PREPARED BY TERRACON , ENTITLED GEOTECHNICAL ENGINEERING REPORT DATED 05/24/2024 (PROJECT # ES235265). FINAL DESIGN TO BE PROVIDED ONCE FINAL CBR'S ARE AVAILABLE ON COMPACTED SUB-BASE.

LIGHT DUTY ASPHALT PAVEMENT SECTION

NOT TO SCALE

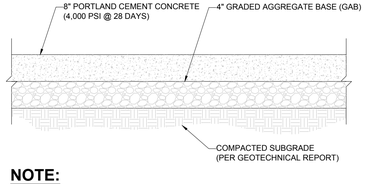


NOTE:

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HEAVY DUTY ASPHALT PAVEMENT SECTION

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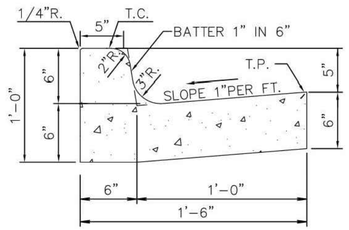


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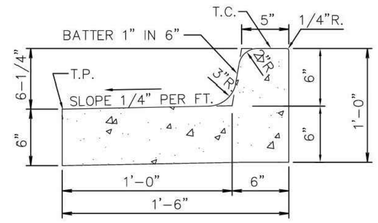
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HEAVY DUTY CONCRETE SECTION

NOT TO SCALE



NORMAL GUTTER



PITCHED GUTTER

NOTE: COMPACT SUBGRADE TO 98% (ASTM D698-00ael)

18" CURB & GUTTER

City of Port Wentworth

TECHNICAL DETAILS

P-3

PREPARED BY SAUSSY ENGINEERING, LLC.

SCALE: N.T.S.
DATED: FEBRUARY 2007

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AUTO SERVICE FACILITY

**LOT 2, PLAT BOOK 51, PAGE 185
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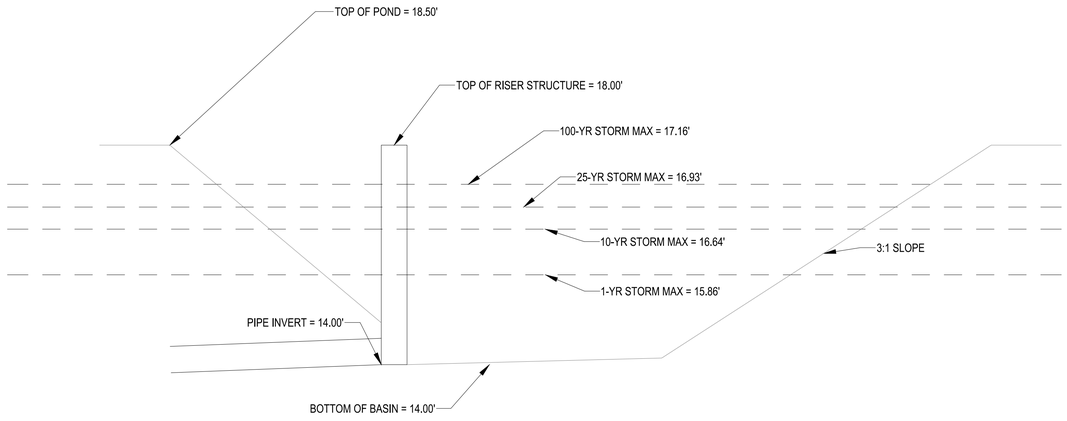
CONSTRUCTION DETAILS

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C-901

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BB



DRY DETENTION POND CROSS SECTION

NTS (2:1 VERTICAL EXAGGERATION)

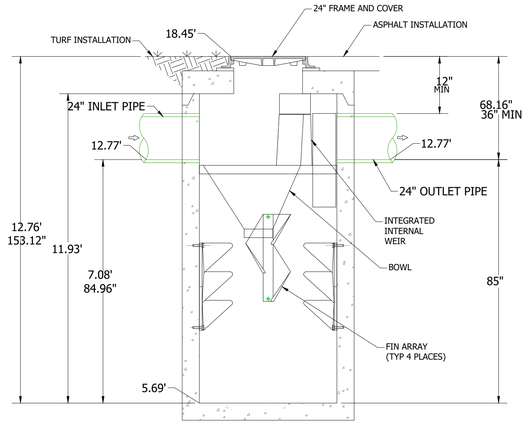
PRODUCT SPECIFICATIONS

- THE STORMWATER TREATMENT UNIT SHALL BE AN INLINE UNIT CAPABLE OF CONVEYING 100% OF THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.
- THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 80% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON FULL-SCALE THIRD PARTY TESTING USING OK-110 MEDIA GRADATION OR EQUIVALENT AND 300 mg/L INFLUENT CONCENTRATION. SAID FULL SCALE TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL MASS COLLECTED BY THE STORMWATER TREATMENT UNIT.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS USING A MEDIA MIX WITH d/50=75 MICRON AND 200 MG/L INFLUENT CONCENTRATION.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS PER CURRENT NJDEP/NJCAT HDS PROTOCOL.

INCLUDES WEIR SCREEN. INCLUDES OUTLET SCREEN.

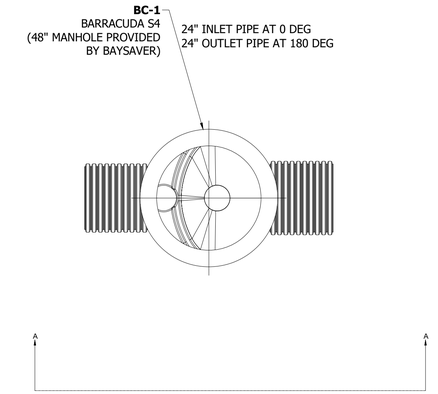
BARRACUDA S4	
UNIT ID	S4
PEAK FLOW RATE CFS	N/A
TREATMENT FLOW RATE CFS	0.83

*TREATMENT FLOW RATE PER OK-110



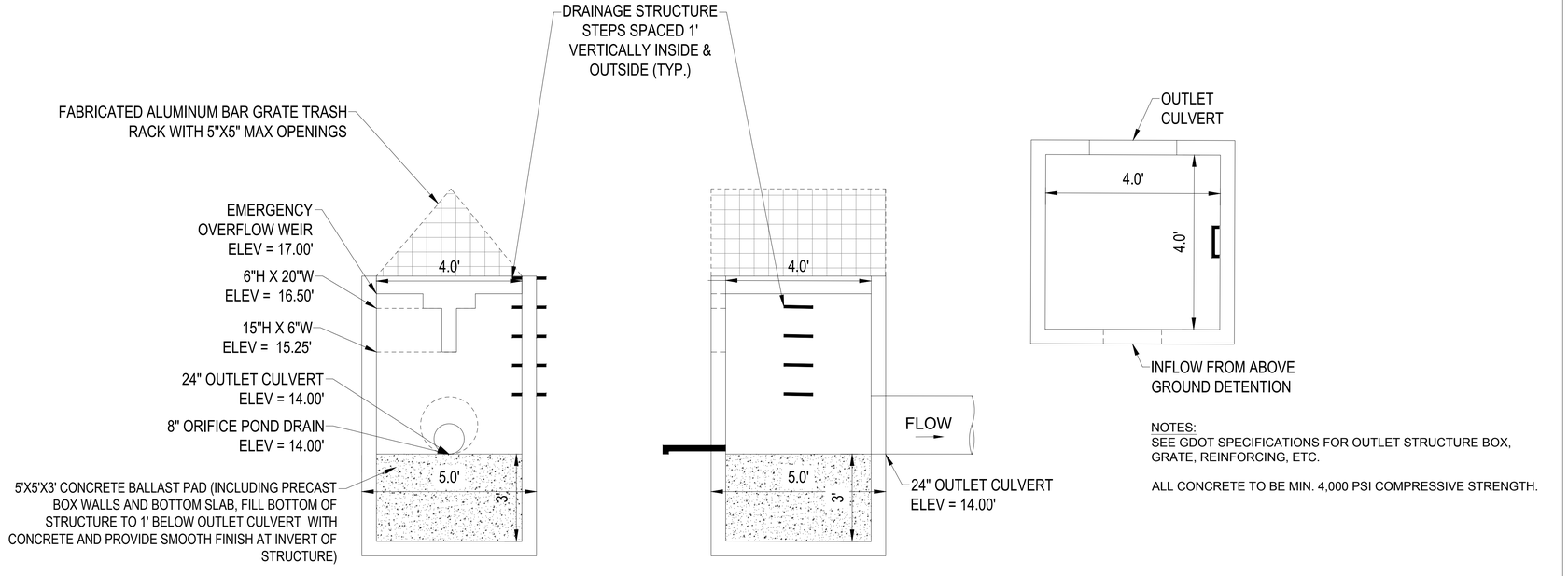
SECTION VIEW A-A

SCALE: N.T.S.



SITE SPECIFIC PLAN VIEW

SCALE 1:27



OUTLET CONTROL STRUCTURE DETAIL (STRUCTURE A-10)

NTS

NOTES:
SEE GDOT SPECIFICATIONS FOR OUTLET STRUCTURE BOX, GRATE, REINFORCING, ETC.

ALL CONCRETE TO BE MIN. 4,000 PSI COMPRESSIVE STRENGTH.

EOC PORT WENTWORTH
PORT WENTWORTH, GA
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PROJECT #:
SCALE: AS NOTED
SHEET: 1 OF 1

1030 Oser Hollow Drive
Mount Airy, MD 21771
1-800-237-7291
4640 TRUEMAN BLVD
HILLIARD, OH 43026

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FOR

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AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
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CHATHAM COUNTY
PORT WENTWORTH, GA

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GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
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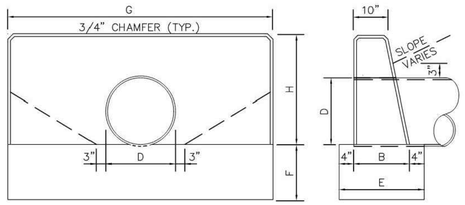
DRAINAGE DETAILS

SHEET NUMBER:

C-902

REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\C3D2024\TEMP\ACPUBLISH_10712\P-CIVL-CNDS-GAA230181.00-----LAYOUT(C-902 DETL
BB



FRONT ELEVATION END ELEVATION

NOTE: WHEN DITCH PAVING IS SPECIFIED RECESS SURFACE OF FOOTING TO ACCOMMODATE THICKNESS OF DITCH PAVING.

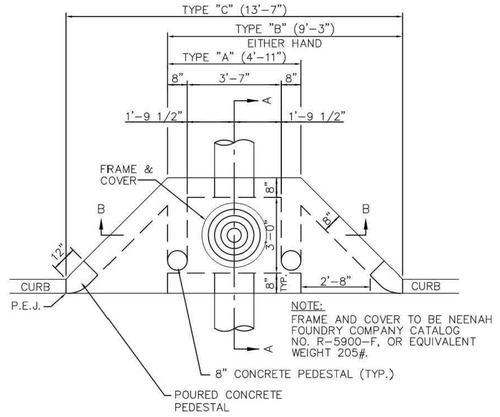
DIMENSIONS							QUANTITIES ONE HEADWALL				CONC. IN WALL & FTG. FOR E.A. ADD'L. PIPELINE
OPENING		WALL			FOOTING		CLASS "B" CONCRETE				
							CUBIC FEET		TOTAL		
D	AREA SQ. FT.	G	H	B	E	F	WALL	FOOT	CU. FT.	CU.YD.	
12"	0.8	4'-0"	2'-0"	1'-2"	1'-10"	1'-0"	7.2	7.3	14.5	0.54	0.25
15"	1.2	5'-0"	2'-3"	1'-2"	1'-10"	1'-2"	9.9	10.7	20.6	0.76	0.32
18"	1.8	6'-0"	2'-6"	1'-3"	1'-11"	1'-3"	13.6	14.4	28.0	1.04	0.33
24"	3.1	8'-0"	3'-0"	1'-4"	2'-0"	1'-4"	22.3	21.3	43.6	1.62	0.52
30"	4.9	10'-0"	3'-6"	1'-6"	2'-2"	1'-6"	34.7	32.5	67.2	2.49	0.73
36"	7.1	12'-0"	4'-0"	1'-8"	2'-4"	1'-8"	50.5	46.7	97.2	3.60	0.97
42"	9.6	14'-0"	4'-6"	1'-10"	2'-6"	2'-0"	70.3	70.0	140.3	5.20	1.33
48"	12.6	16'-0"	5'-0"	2'-1"	2'-9"	2'-0"	96.9	88.0	184.9	6.85	1.64
54"	16.0	18'-0"	5'-6"	2'-4"	3'-0"	2'-0"	129.4	108.0	237.4	8.79	1.96
60"	19.6	20'-0"	6'-0"	2'-6"	3'-2"	2'-0"	164.6	126.7	291.3	10.79	2.23

* FOR EACH ADDITIONAL PIPELINE, 12"-30", ADD 1'-6" + I.D., 30" AND ABOVE ADD 2'-0" + I.D.

CONCRETE ENDWALLS STRAIGHT TYPE

City of Port Wentworth
TECHNICAL DETAILS
SD-9

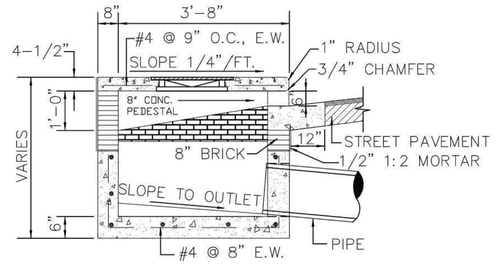
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PLAN OF CURB INLET

City of Port Wentworth
TECHNICAL DETAILS
SD-1

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DATED: FEBRUARY 2007



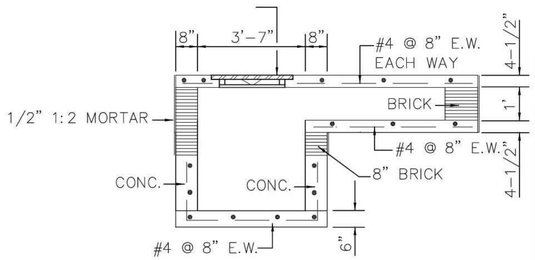
NOTES:
1. CHAMFER ALL EXPOSED CONCRETE EDGES 3/4"
2. PIPE TIEING TO CURB INLET MUST BE SEALED INSIDE AND OUTSIDE OF STRUCTURE WITH BRICK AND MORTAR

CURB INLET SECTION A – A

City of Port Wentworth
TECHNICAL DETAILS
SD-3

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DATED: FEBRUARY 2007

NOTE:
C.I. MANHOLE FRAME AND COVER EQUIVALENT TO NEENAH R-5900-F. FRAME AND COVER TO BE MACHINE FITTED PRIOR TO LEAVING SHOP. WEIGHT – 205 LBS.

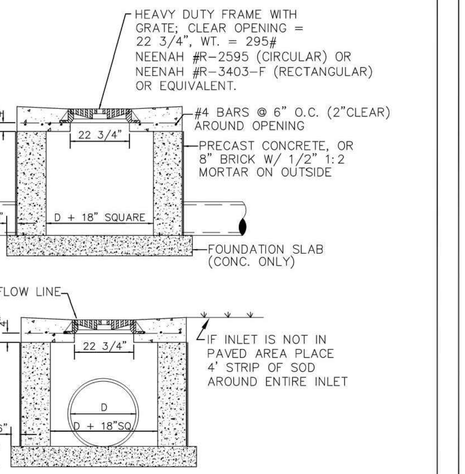


NOTES:
1. MATCH TOP OF PIPE ELEVATIONS WHEN DIFFERENT SIZE PIPES ARE CONSTRUCTED IN CURB INLET.
2. TYPE "B" INLET SHOWN

CURB INLET SECTION B – B

City of Port Wentworth
TECHNICAL DETAILS
SD-4

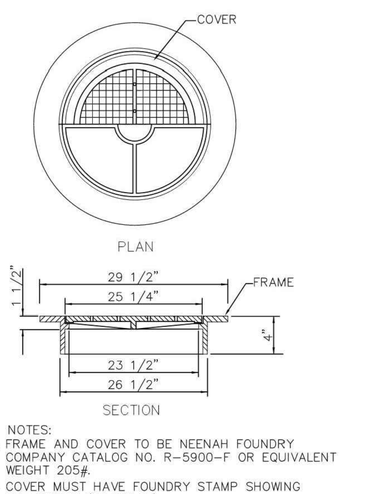
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GRATE INLET

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SD-8

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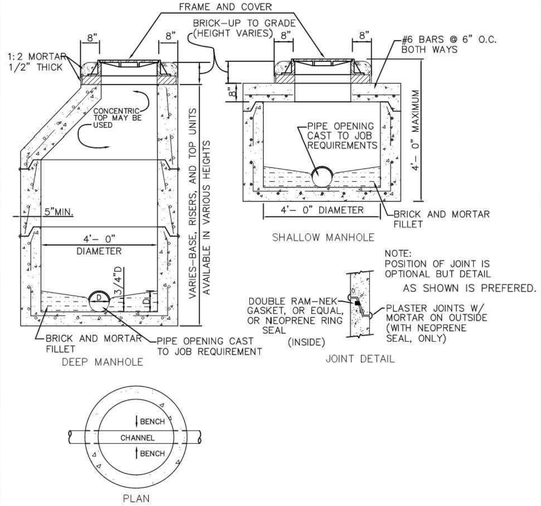


NOTES:
1. FRAME AND COVER TO BE NEENAH FOUNDRY COMPANY CATALOG NO. R-5900-F OR EQUIVALENT WEIGHT 205#.
2. COVER MUST HAVE FOUNDRY STAMP SHOWING THE UTILITY (DRAINAGE).

INLET FRAME & COVER

City of Port Wentworth
TECHNICAL DETAILS
SD-5

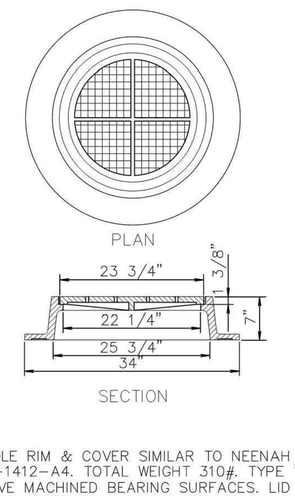
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PRECAST STORM MANHOLE

City of Port Wentworth
TECHNICAL DETAILS
SD-12

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NOTE:
MANHOLE RIM & COVER SIMILAR TO NEENAH FOUNDRY CO. R-1412-A4. TOTAL WEIGHT 310#. TYPE "C" LID TO HAVE MACHINED BEARING SURFACES. LID TO BE LETTERED "STORM",

STORM MANHOLE RING & COVER

City of Port Wentworth
TECHNICAL DETAILS
SD-14

PREPARED BY SAUSSY ENGINEERING, LLC.
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1	07/23/2024	OWNER COMMENTS	JB/BM
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PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-CNDS-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE & TIRE ENGINEERED

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

BOHLER
GA LSF No. 001403
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

GEORGIA REGISTERED No. PE043191 PROFESSIONAL 12/06/2024 ENGINEER BRETT A. BUCKLAND

SHEET TITLE:

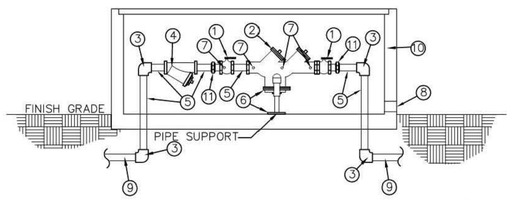
DRAINAGE DETAILS

SHEET NUMBER:

C-903

REVISION 3 - 12/06/2024

Dec 06, 2024
C:\PROGRAMDATA_BOHLER\C3D2024\TEMP\ACPUBLISH_15712\P-CIVL-CNDS-GAA230181.00----LAYOUT C-903 DETL
BB



MATERIALS		
ITEM	QUAN	DESCRIPTION
1	2	FULL PORT BALL VALVE
2	1	REDUCED PRESSURE ZONE DEVICE
3	4	BRASS ELLS THREADED OR FLANGED
4	1	STRAINER W/ RPZ DEVICE (OPTIONAL) SEE NOTE 3
5	6	BRASS OR COPPER ONLY. NIPPLES CUT TO LENGTH
6		PIPE STAND MIN.12"
7	4	BRASS PLUGS INSERTED IN TEST COCKS
8		2" X 2" DRAIN
9		POLYETHYLENE OR COPPER
10		PREFABRICATED ENCLOSURE BY HOT BOX OR EQUAL
11	2	UNION SEE NOTE 3

NOTES:

1. FOR FINAL APPROVAL, ASSEMBLY MUST BE CENTERED IN ENCLOSURE UNDER NO CONDITION WILL ANY CONNECTION BE ALLOWED BETWEEN THE SERVICE METER AND A BACKFLOW PREVENTER. BACKFLOW PREVENTER SHALL ALWAYS BE INSTALLED IMMEDIATELY DOWNSTREAM OF METER.
2. UNDER NO CIRCUMSTANCE SHALL TEST PORTS BE MODIFIED OR UTILIZED FOR ANY USE OTHER THAN BACKFLOW DEVICE TESTING.
3. ITEMS 4 AND 11 (THE STRAINER AND THE UNIONS) MAY BE INSTALLED ON THE VERTICAL RISERS TO REDUCE THE OVERALL LAYING LENGTH.

TYPICAL OUTSIDE INSTALLATION
REDUCED PRESSURE
TYPE BACKFLOW PREVENTION DEVICE
(3/4", 1", 1 1/2", 2", & 2 1/2" SIZES)

BACKFLOW PREVENTION DEVICE

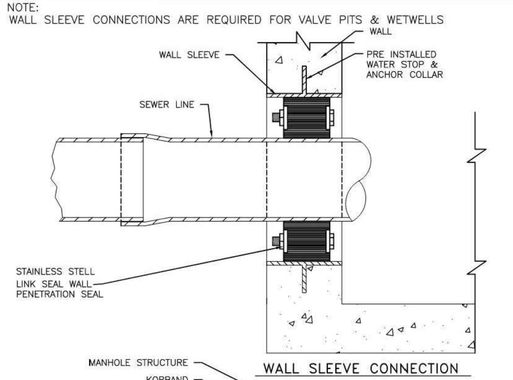
City of Port Wentworth
TECHNICAL DETAILS

W–25

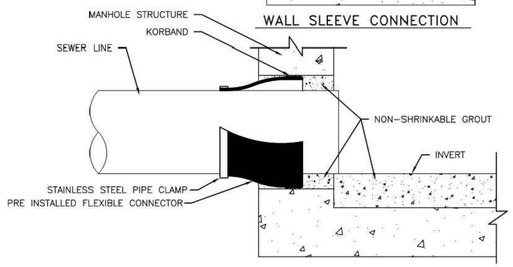
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SCALE: N.T.S.
DATED: FEBRUARY 2007

NOTE:
WALL SLEEVE CONNECTIONS ARE REQUIRED FOR VALVE PITS & WETWELLS



WALL SLEEVE CONNECTION



"BOOT" CONNECTION

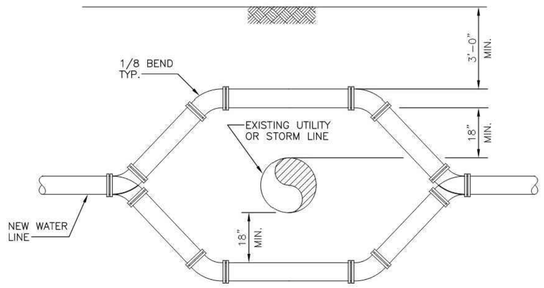
PRECAST STRUCTURE PIPE CONNECTION

City of Port Wentworth
TECHNICAL DETAILS

S–6

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DATED: FEBRUARY 2007



NOTES:

1. WATER LINE SHALL BE INSTALLED ABOVE SANITARY OR STORM LINE IF POSSIBLE.
2. STRAIGHT RUN OF WATER LINE DIRECTLY ABOVE OR BELOW EXISTING UTILITY LINE MUST BE 10' MINIMUM WITH NO JOINT.
3. IF WATER LINE IS INSTALLED BELOW SANITARY LINE WATER LINE SHALL BE DUCTILE IRON PIPE.
4. JOINTS SHALL BE RESTRAINED IN ACCORDANCE WITH CITY OF PORT WENTWORTH STANDARD DETAILS.

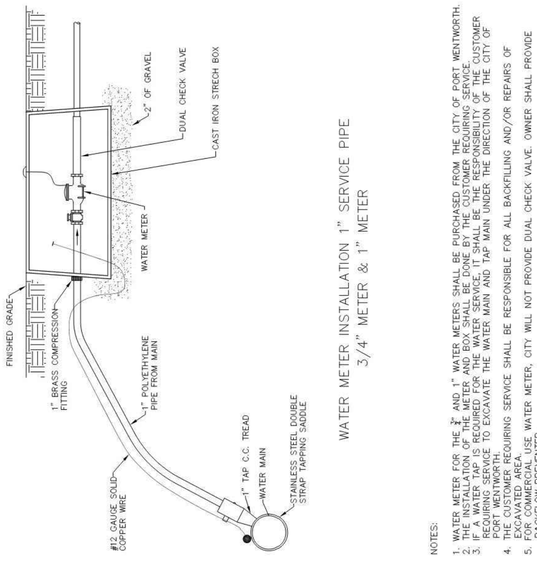
STANDARD UTILITY CROSSING

City of Port Wentworth
TECHNICAL DETAILS

W–6

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WATER METER INSTALLATION 1" SERVICE PIPE
3/4" METER & 1" METER

NOTES:

1. WATER METER FOR THE 3/4" AND 1" WATER METERS SHALL BE PURCHASED FROM THE CITY OF PORT WENTWORTH.
2. ALL WATER METER BOXES SHALL BE PROVIDED BY THE CONTRACTOR. ENSURE THAT THE CUSTOMER
3. IF A WATER TAP IS REQUIRED FOR THE WATER SERVICE, IT SHALL BE THE RESPONSIBILITY OF THE CUSTOMER REQUIRING SERVICE TO EXCAVATE THE WATER MAIN AND TAP MAIN UNDER THE DIRECTION OF THE CITY OF PORT WENTWORTH.
4. THE CUSTOMER REQUIRING SERVICE SHALL BE RESPONSIBLE FOR ALL BACKFILLING AND/OR REPAIRS OF EXCAVATED AREA.
5. FOR COMMERCIAL USE WATER METER, CITY WILL NOT PROVIDE DUAL CHECK VALVE. OWNER SHALL PROVIDE BACKFLOW PREVENTER.

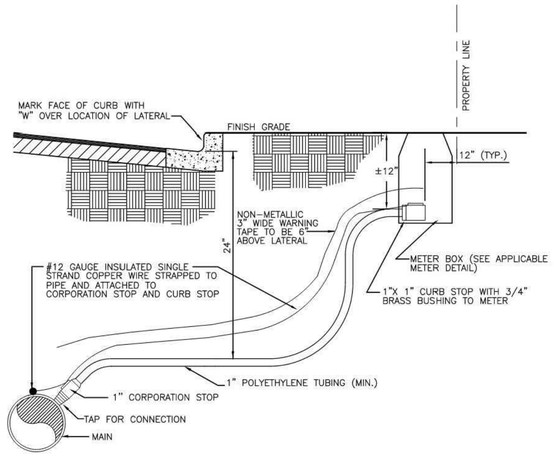
WATER METER

City of Port Wentworth
TECHNICAL DETAILS

W–17
ADDENDUM 01

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NOTE:
ALL FITTINGS IN LATERAL SHALL BE COMPRESSION TYPE.

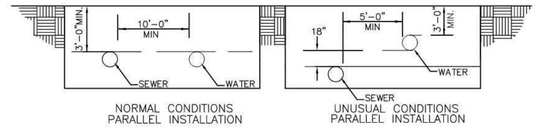
WATER SERVICE LATERAL

City of Port Wentworth
TECHNICAL DETAILS

W–1

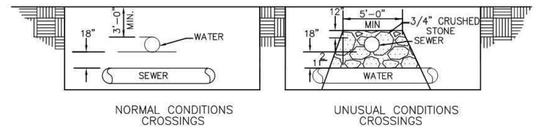
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DATED: FEBRUARY 2007



NORMAL CONDITIONS
PARALLEL INSTALLATION

UNUSUAL CONDITIONS
PARALLEL INSTALLATION



NORMAL CONDITIONS
CROSSINGS

UNUSUAL CONDITIONS
CROSSINGS

NOTES:

THE SEPARATION OF WATER MAINS AND SEWERS SHALL COMPLY WITH THE GEORGIA ENVIROMENTAL PROTECTION DIVISION MINIMUM STANDARDS FOR PUBLIC WATER SYSTEMS, WHICH ARE GENERALLY AS FOLLOWS:

A. PARALLEL INSTALLATION:

1. NORMAL CONDITIONS: THE INSIDE EDGE OF A WATER LINE SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM THE INSIDE EDGE OF ANY SANITARY SEWER, STORM SEWER OR SEWER MANHOLE.
2. UNUSUAL CONDITIONS: WHEN LOCAL CONDITIONS PREVENT A HORIZONTAL SEPARATION OF 10 FEET, AND WHEN APPROVED BY THE ENGINEER, THE INSIDE EDGE OF A WATER MAIN MAY BE LAID A MINIMUM OF 5 FEET FROM THE INSIDE EDGE OF A SEWER PROVIDED THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES HIGHER THAN THE TOP OF THE SEWER (SEE DETAIL), AND THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF.

B. CROSSINGS:

1. NORMAL CONDITIONS: WHENEVER POSSIBLE, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18 INCHES HIGHER THAN THE TOP OF THE SEWER.
2. UNUSUAL CONDITIONS: IF A WATER MAIN MUST CROSS UNDER A SEWER, THE TOP OF THE WATER MAIN SHALL BE AT LEAST 18 INCHES LOWER THAN THE BOTTOM OF THE SEWER, THE WATER MAIN PIPE SHALL BE CENTERED AT THE CROSSING SO THAT THE JOINTS ARE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE SEWER, AND ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT EXCESSIVE DEFLECTION OF THE SEWER AT THE CROSSING. ADEQUATE STRUCTURAL SUPPORT SHALL INCLUDE BACKFILLING THE ENTIRE UTILITY CROSSING AREA WITH 3/4" CRUSHED STONE AS SHOWN IN THE DETAIL.

MINIMUM WATER & SEWER PIPE SEPARATION

City of Port Wentworth
TECHNICAL DETAILS

U–3

PREPARED BY SAUSSY ENGINEERING, LLC.

SCALE: N.T.S.
DATED: FEBRUARY 2007

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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CHECKED BY:	BB
DATE:	08/20/2024
CAD I.D.:	P-CIVL-CNDS-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE
TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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GEORGIA REGISTERED No. PE043191 PROFESSIONAL ENGINEER BRETT A. BUCKLAND
12/06/2024

SHEET TITLE:

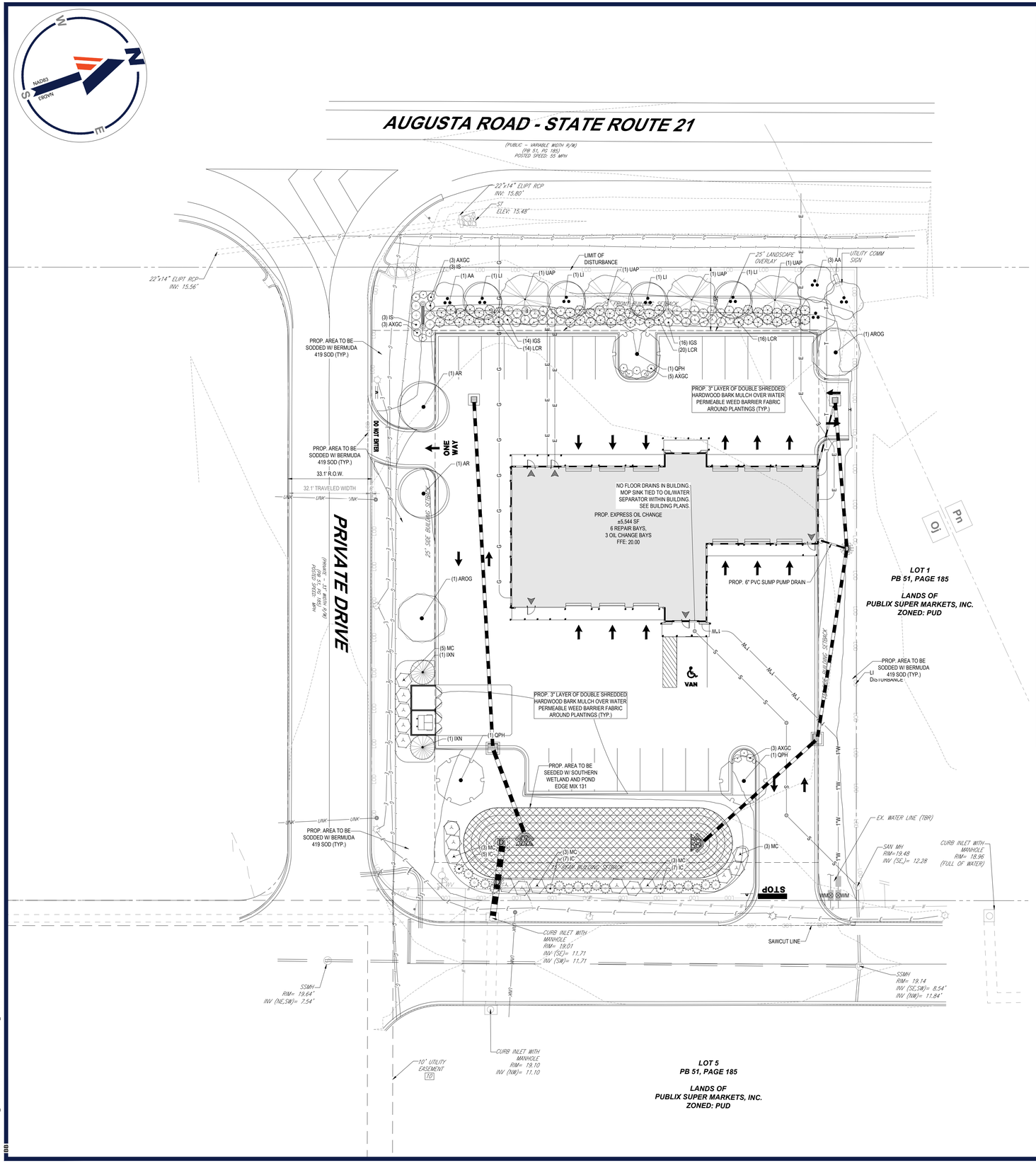
UTILITY DETAILS

SHEET NUMBER:

C-904

REVISION 3 - 12/06/2024

Dec 06, 2024
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COMPLIANCE CHART

	REQUIREMENT	CALCULATIONS	COMPLIANCE
SEC. 10.30 GENERAL LANDSCAPE REGULATIONS	1. NATIVE AND REGIONALLY APPROPRIATE PLANT SPECIES ARE REQUIRED. INVASIVE SPECIES, AS IDENTIFIED BY THE UNITED STATES FOREST SERVICE, THE UNIVERSITY OF GEORGIA, OR INCLUDED AS PROHIBITED WITHIN ARTICLE 26 ARE PROHIBITED FROM BEING PLANTED IN PORT WENTWORTH. FURTHER, THE REPLACEMENT OF INVASIVE SPECIES WITH DESIRABLE HARDWOOD SPECIES IS ENCOURAGED. 2. ALL PLANT AND TREE MATERIAL SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK STANDARDS PUBLISHED BY AND AVAILABLE FROM THE AMERICAN ASSOCIATION OF NURSERYMEN. 3. LANDSCAPE MATERIALS MUST BE FREE FROM INJURY, PESTS, DISEASE, NUTRITIONAL DISORDERS, OR ROOT DEFECTS, AND MUST BE OF GOOD VIGOR TO ASSURE A REASONABLE EXPECTATION OF SURVIVABILITY. 4. NO MORE THAN 25 PERCENT OF A SINGLE TREE SPECIES SHALL BE USED TO MEET ANY REQUIREMENT OF THIS ARTICLE. THE MINIMUM STANDARDS SPECIFIED IN TABLE 10.30 SHALL APPLY TO ALL PLANTINGS REQUIRED BY THIS ARTICLE AT THE TIME OF PLANTING, EXCEPT AS OTHERWISE SPECIFIED. (LARGE CANOPY TREES - 3" CAL., 16' HGT MINIMUM. SHRUBS - 24" HGT. MINIMUM).	PLANTINGS CHOSEN THAT ARE CONSIDERED NATIVE AND REGIONALLY APPROPRIATE. ALL PLANTINGS CHOSEN SURVIVE IN CURRENT PLANT HARDINESS ZONING. NO MORE THAN 25% OF A SINGLE TREE SPECIES HAS BEEN SPECIFIED. 4 (MAXIMUM NUMBER OF ONE TREE SPECIES SPECIFIED) / 21 (TOTAL TREES TO BE PLANTED) = 0.19 OR 19%. MINIMUM PLANT SIZING HAS BEEN ACKNOWLEDGED AND IDENTIFIED IN THE PLANT SCHEDULE. CANOPY TREES TO BE 3" CAL., WITH A MINIMUM HEIGHT OF 16'. SHRUBS TO BE A MINIMUM OF 24" IN HEIGHT AT THE TIME OF INSTALLATION.	COMPLIES
	INSTALLATION STANDARDS: 1. . INSTALLATION OF TREES AND LANDSCAPE MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARDS ESTABLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI). 2. . ROOT BARRIERS SHALL BE INSTALLED WITHIN TREE LAWNS LESS THAN SEVEN (7) FEET BETWEEN THE BACK OF THE CURB AND THE SIDEWALK TO PREVENT ROOT PENETRATION AND DESTRUCTION OF INFRASTRUCTURE. 3. LARGE AND MEDIUM TREES SHALL NOT BE PLANTED BENEATH OR DIRECTLY ADJACENT TO OVERHEAD POWER LINES AND SHALL BE A MINIMUM OF 10 FEET FROM ANY BUILDING OR UNDERGROUND UTILITY UNLESS A ROOT BARRIER IS USED. 4. SMALL TREES AND PALMS SHALL BE A MINIMUM OF FIVE (5) FEET FROM ANY BUILDING OR UNDERGROUND UTILITY 5. ALL TREES AND LANDSCAPED AREAS SHALL BE PROVIDED WITH A MEANS OF WATER DELIVERY IN QUANTITIES SUFFICIENT TO ESTABLISH AND MAINTAIN THE VIABILITY OF THE PLANTS, EXCEPT FOR AREAS OF ESTABLISHED TREES AND OTHER VEGETATION THAT ARE RETAINED; PROVIDED, SITE GRADING OR DEVELOPMENT ACTIVITIES WILL NOT RESULT IN DAMAGE TO THOSE AREAS.	STREET TREES TO BE PROVIDED AT 50' O.C. ALONG THE STREET FRONTAGE. 130 LINEAR FEET OF FRONTAGE / 50 = 2.6 OR 3 TREES REQUIRED. 3 TREES PROVIDED.	COMPLIES
	STREET TREES SHALL BE A MINIMUM OF THREE (3) INCHES IN DIAMETER MEASURED THIRTY-SIX (36) INCHES ABOVE GROUND. THESE TREES SHALL BE A MINIMUM OF TWELVE (12) FEET IN HEIGHT, SHALL HAVE A MINIMUM MATURE HEIGHT OF FORTY (40) FEET, AND SHALL BE LIMBED UP TO A MINIMUM HEIGHT OF EIGHT (8) FEET	TREES USED FOR THE STREET TREE REQUIRED SHALL BE 3" CAL. UPON INSTALL, AS MEASURED 36" ABOVE GROUND. THESE TREES SHALL BE A MINIMUM OF 12' IN HEIGHT, AND HAVE A MATURE HEIGHT OF 40' OR GREATER.	COMPLIES
	STREET TREES SHALL HAVE A MINIMUM PLANTING AREA OF THIRTY-TWO (32) SQUARE FEET. ALL PLANTINGS, PLANTING REPLACEMENT AND PLANTING REMOVAL SHALL BE APPROVED BY THE UNION CITY DEPARTMENT OF COMMUNITY DEVELOPMENT. THE AREA BETWEEN REQUIRED PLANTINGS SHALL EITHER BE PLANTED WITH EVERGREEN GROUND COVER SUCH AS MONDO GRASS OR LIRIOPE SPICATA OR SHALL BE PAVED AS APPROVED BY THE UNION CITY DEPARTMENT OF COMMUNITY DEVELOPMENT.	STREET TREES SHALL HAVE A MINIMUM OF THIRTY-TWO (32) SQ. FT. OF PLANTING AREA.	COMPLIES
SEC. 10.50 - STREET YARD GREENWAY LANDSCAPING	B. NON-RESIDENTIAL USES. NON-RESIDENTIAL (COMMERCIAL, INDUSTRIAL, OFFICE, CIVIC, INSTITUTIONAL, ETC.) USES SHALL PROVIDE A GREENWAY ADJACENT TO THE PUBLIC STREET RIGHT-OF-WAY. IN ALL CASES, THE REQUIREMENTS OF SECTION 10.90 SHALL BE MET; PROVIDED, THAT EXISTING PROTECTED TREES SHALL BE COUNTED TOWARD THE PLANTING REQUIREMENTS FOR STREET YARD GREENWAYS. THIS REQUIREMENT DOES NOT APPLY TO THE C-1 ZONING DISTRICT. 1. FOR NON-RESIDENTIAL DEVELOPMENT FRONTING ON ARTERIAL STREETS, THE FOLLOWING STANDARDS SHALL APPLY: A. A MINIMUM TWENTY-FIVE-FOOT-DEEP LANDSCAPED GREENWAY SHALL BE ESTABLISHED PARALLEL TO THE ENTIRE FRONTAGE ALONG THE ROAD RIGHT-OF-WAY. IF AN EASEMENT PARALLELS THE FRONTAGE AND PRECLUDES PLANTING THE REQUIRED TREES, THE GREENWAY SHALL BE IN ADDITION TO THE EASEMENT OR INCREASED TO THE EXTENT THAT THE PLANTING REQUIREMENTS CAN BE MET. (EXAMPLE: IF A FIFTEEN-FOOT POWER EASEMENT IS DIRECTLY ADJACENT TO THE RIGHT-OF-WAY AND DOES NOT PERMIT TREES WITHIN IT, THE TWENTY-FIVE-FOOT GREENWAY WOULD COMMENCE FROM THE INTERIOR EDGE OF THE EASEMENT FOR A TOTAL OF FORTY (40) FEET). B. THE GREENWAY SHALL INCLUDE: I. ONE (1) LARGE CANOPY TREE (LIVE OAK PREFERRED) PER FIFTY (50) FEET OF LINEAR FRONTAGE, SPACED NO MORE THAN FIFTY (50) FEET ON-CENTER (O.C.) FOR THE ENTIRE LOT FRONTAGE. FOR AREAS WHERE OVERHEAD UTILITIES EXIST THAT PRECLUDE PLANTING LARGE TREES, TWO (2) MEDIUM CANOPY TREES SHALL BE PROVIDED FOR EVERY ONE (1) LARGE TREE REQUIRED. II. FOUR (4) SMALL CANOPY TREES (CRAPE MYRTLE PREFERRED) OR PALMS FOR EVERY ONE HUNDRED (100) LINEAR FEET OF LOT FRONTAGE. III. A DOUBLE ROW STAGGERED EVERGREEN SHRUB HEDGE OR OTHERWISE APPROVED CONTINUOUS GROUPING OF EVERGREEN SHRUBS PLANTED ALONG THE LOT FRONTAGE PLANTED AT A MINIMUM OF TWO AND ONE-HALF (2 ½) FEET O.C. AND A SPECIES CAPABLE OF BEING MAINTAINED AT A THREE (3) FOOT HEIGHT WITHIN TWO (2) YEARS OF PLANTING. IV. VEHICULAR ENTRANCES SHALL BE DEFINED USING A MIXTURE OF TREES, SHRUBS, AND GROUNDCOVERS THAT WILL CREATE A SENSE OF ARRIVAL. CLUSTERS OF FLOWERING AND OTHER ORNAMENTAL PLANT SPECIES SUCH AS KNOCKOUT ROSES, ORNAMENTAL GRASSES, AND ANNUALS, ARE STRONGLY ENCOURAGED. A MINIMUM OF TWO HUNDRED (200) SQUARE FEET SHALL BE PLANTED ON EACH SIDE OF THE ENTRANCE DRIVE.	188.77 LINEAR FEET OF FRONTAGE / 50 (1 TREE PER 50 FT.) = 3.76 OR 4 CANOPY TREES REQUIRED. 4 CANOPY TREES PROVIDED. 188.77 / 100 = 1.8877 X 4 TREES PER 100 LINEAR FEET = 7.55 OR 8 UNDERSTORY TREES REQUIRED. 8 UNDERSTORY TREES PROVIDED. A DOUBLE ROW OF SHRUBS WITH CAPABILITY OF REACHING OR EXCEEDING 3 FT. IN HEIGHT HAS BEEN INSTALLED ALONG FRONTAGE TO BOTH MEET COMPLIANCE, AS WELL AS SCREEN THE SITE FROM VEHICULAR HEADLIGHTS AND TRAFFIC.	COMPLIES

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	
CANOPY TREES							
	AR	2	ACER RUBRUM 'AUTUMN FLAME'	AUTUMN FLAME RED MAPLE	3" CAL.	B&B	
	AROG	2	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	3" CAL.	B&B	
	QPH	3	QUERCUS PHELLOS 'QPSTA'	HIGHTOWER WILLOW OAK	3" CAL.	B&B	
	UAP	4	ULMUS AMERICANA 'PRINCETON'	AMERICAN ELM	3" CAL.	B&B	
EVERGREEN TREES							
	IXN	2	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	8' HT.	B&B	
UNDERSTORY TREES							
	AA	4	AMELANCHIER ARBOREA	DOWNY SERVICEBERRY	8-10'	B&B	
	LI	4	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	8-10'	B&B	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING
SHRUBS							
	AXGC	14	ABELIA X GRANDIFLORA 'CONTI'	CONFETTI VARIEGATED ABELIA	5 GAL.	CONTAINER	36" o.c.
	IC	19	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY	2' HT.	CONTAINER	48" o.c.
	IGS	30	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY HOLLY	5 GAL.	CONTAINER	42" o.c.
	IS	6	ILEX CRENATA 'SOFT TOUCH'	SOFT TOUCH JAPANESE HOLLY	2' HT.	CONTAINER	42" o.c.
	LCR	50	LOROPETALUM CHINENSE RUBRUM 'RUBY'	RUBY FRINGE FLOWER	5 GAL.	CONTAINER	48" o.c.
	MC	17	MYRICA CERIFERA	WAX MYRTLE	5-6'	B&B	72" o.c.

GENERAL NOTES:

1. THIS PLAN IS TO BE UTILIZED FOR LANDSCAPE PURPOSES ONLY.

2. ALL DISTURBED UNPAVED AREAS, EXCLUDING PLANTING BEDS, ARE TO BE SODDED AS LAWN IN ACCORDANCE WITH LANDSCAPE SPECIFICATION #2.C., UNLESS OTHERWISE STATED ON THIS PLAN.

3. SHRUBS PLANTED ALONG HEAD-IN PARKING STALLS SHALL BE INSTALLED TO ALLOW A CLEARANCE OF TWO FEET FROM FACE OF CURB TO ALLOW FOR BUMPER OVERHANG.

4. THE CONTRACTOR SHALL PROVIDE AN IRRIGATION SYSTEM MEETING THE SPECIFICATIONS OF THE CHOSEN PRODUCT'S MANUFACTURER. THE IRRIGATION DESIGN SHALL ACCOMMODATE LAWN AND BED AREAS EACH UNDER SEPARATE ZONES TO MAXIMIZE WATER EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ANY PERMITS REQUIRED FOR THE INSTALLATION OF AN IRRIGATION SYSTEM.

5. PLANT MATERIAL SUBSTITUTIONS MUST BE FORMALLY SUBMITTED TO BOHLER ENGINEERING AND THE MUNICIPAL ENGINEER AND LANDSCAPE CONSULTANTS FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ANY PLANT MATERIAL THAT ARE TO BE INSTALLED WITHIN STORMWATER BMP FEATURES MUST BE NATIVE SPECIES.

6. NO VEGETATION OR STRUCTURES EXCEEDING 30" IN HEIGHT SHALL BE LOCATED WITHIN THE SIGHT TRIANGLE EASEMENT. THIS IS FOR THE PURPOSE OF REMOVING ANY OBJECT OR VEGETATION THAT RESTRICTS THE CLEAR SIGHT.

7. ALL PLANTS WILL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK.

8. SOD TO MATCH SURROUNDING AREA.

9. A 2-YEAR LANDSCAPE MAINTENANCE BOND WILL BE REQUIRED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY. BOND VALUE WILL BE 25% OF THE PROJECT'S INSTALLED LANDSCAPING COSTS.

10. ALL TREES ARE TO BE PLANTED AWAY FROM UTILITIES. NO TREE SHALL BE PLANTED WITHIN 10' OF ANY UTILITY.

11. SEE SHEET L-102 FOR SEED MIX SPECIFICATIONS.

THIS PLAN TO BE UTILIZED FOR LANDSCAPE PURPOSES ONLY

20 10 5 0 20
SCALE: 1" = 20'

BOHLER
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LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
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PERMITTING SERVICES
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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	07/23/2024	OWNER COMMENTS	JB/BM
			CC
2	08/20/2024	OWNER COMMENTS	JB/CC
			CC/BB
3	12/06/2024	CITY COMMENTS	JB/CA
			BB

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PROJECT No.: GAA230181.00
DRAWN BY: JB
CHECKED BY: BB
DATE: 08/20/2024
CAD I.D.: P-CIVL-LSCP-GAA230181.00

PROJECT:

PROP. SITE PLAN DOCUMENTS

FOR

EXPRESS OIL CHANGE
TIRE ENGINEERS

AUTO SERVICE FACILITY

LOT 2, PLAT BOOK 51, PAGE 185
8TH MILITARY DISTRICT
CHATHAM COUNTY
PORT WENTWORTH, GA

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GEORGIA REGISTERED LANDSCAPE ARCHITECT
No. LA001791
PROFESSIONAL
BRADELL RADELIFF
11/11/24

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L-101

REVISION 3 - 12/06/2024

Dec 06, 2024
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BB

LANDSCAPE SPECIFICATIONS

1. SCOPE OF WORK:
THE LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO PERFORM ALL CLEARING, FINISHED GRADING, SOIL PREPARATION, PERMANENT SEEDING OR SODDING, PLANTING AND MULCHING INCLUDING ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF THIS PROJECT, UNLESS OTHERWISE CONTRACTED BY THE GENERAL CONTRACTOR.

2. MATERIALS
A. GENERAL - ALL HARDSCAPE MATERIALS SHALL MEET OR EXCEED SPECIFICATIONS AS OUTLINED IN THE STATE DEPARTMENT OF TRANSPORTATIONS SPECIFICATIONS.

B. TOPSOIL - NATURAL, FRIABLE, LOAMY SILT SOIL HAVING AN ORGANIC CONTENT NOT LESS THAN 5%, A PH RANGE BETWEEN 4.5-7.0. IT SHALL BE FREE OF DEBRIS, ROCKS LARGER THAN ONE INCH (1"), WOOD, ROOTS, VEGETABLE MATTER AND CLAY CLODS.

C. LAWN - ALL DISTURBED AREAS ARE TO BE TREATED WITH A MINIMUM SIX INCH (6") THICK LAYER OF TOPSOIL, OR AS DIRECTED BY THE LOCAL ORDINANCE OR CLIENT, AND SEEDED OR SODDED IN ACCORDANCE WITH THE PERMANENT STABILIZATION METHODS INDICATED WITHIN THE SOIL EROSION AND SEDIMENT CONTROL NOTES.
1.1. LAWN SEED MIXTURE SHALL BE FRESH, CLEAN NEW CROP SEED.
1.2. SOD SHALL BE STRONGLY ROOTED, WEED AND DISEASE/PEST FREE WITH A UNIFORM THICKNESS.
1.3. SOD INSTALLED ON SLOPES GREATER THAN 4:1 SHALL BE PEGGED TO HOLD SOD IN PLACE.

D. MULCH - THE MULCH AROUND THE PERIMETER OF THE BUILDING SHALL BE A 3" LAYER OF DOUBLE SHREDDED BLACK CEDAR MULCH ONLY. ALL OTHER AREAS SHALL BE MULCHED WITH A 3" LAYER OF DOUBLE SHREDDED DARK BROWN HARDWOOD BARK MULCH, UNLESS OTHERWISE STATED ON THE LANDSCAPE PLAN.

E. FERTILIZER
1.1. FERTILIZER SHALL BE DELIVERED TO THE SITE MIXED AS SPECIFIED IN THE ORIGINAL UNOPENED STANDARD BAGS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. FERTILIZER SHALL BE STORED IN A WEATHERPROOF PLACE SO THAT IT CAN BE KEPT DRY PRIOR TO USE.
1.2. FOR THE PURPOSE OF BIDDING, ASSUME THAT FERTILIZER SHALL BE 10% NITROGEN, 6% PHOSPHORUS AND 4% POTASSIUM BY WEIGHT. A FERTILIZER SHOULD NOT BE SELECTED WITHOUT A SOIL TEST PERFORMED BY A CERTIFIED SOIL LABORATORY.

F. PLANT MATERIAL
1.1. ALL PLANTS SHALL IN ALL CASES CONFORM TO THE REQUIREMENTS OF THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1), LATEST EDITION, AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
1.2. IN ALL CASES, BOTANICAL NAMES SHALL TAKE PRECEDENCE OVER COMMON NAMES FOR ANY AND ALL PLANT MATERIAL.
1.3. PLANTS SHALL BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE. TAGS ARE TO REMAIN ON AT LEAST ONE PLANT OF EACH SPECIES FOR VERIFICATION PURPOSES DURING THE FINAL INSPECTION.
1.4. TREES WITH ABRASION OF THE BARK, SUN SCALDS, DISFIGURATION OR FRESH CUTS OF LIMBS OVER 1¼", WHICH HAVE NOT BEEN COMPLETELY CALLUSED, SHALL BE REJECTED.PLANTS SHALL NOT BE BOUND WITH WIRE OR ROPE AT ANY TIME SO AS TO DAMAGE THE BARK OR BREAK BRANCHES.
1.5. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH; WELL DEVELOPED BRANCHES, DENSELY FOLIATED, VIGOROUS ROOT SYSTEMS AND BE FREE OF DISEASE, INSECTS, PESTS, EGGS OR LARVAE.
1.6. CALIPER MEASUREMENTS OF NURSERY GROWN TREES SHALL BE TAKEN AT A POINT ON THE TRUNK SIX INCHES (6") ABOVE THE NATURAL GRADE FOR TREES UP TO AND INCLUDING A FOUR INCH (4") CALIPER SIZE. IF THE CALIPER AT SIX INCHES (6") ABOVE THE GROUND EXCEEDS FOUR INCHES (4") IN CALIPER, THE CALIPER SHOULD BE MEASURED AT A POINT 12" ABOVE THE NATURAL GRADE.
1.7. SHRUBS SHALL BE MEASURED TO THE AVERAGE HEIGHT OR SPREAD OF THE SHRUB, AND NOT TO THE LONGEST BRANCH.
1.8. TREES AND SHRUBS SHALL BE HANDLED WITH CARE BY THE ROOT BALL.

3. GENERAL WORK PROCEDURES
A. CONTRACTOR TO UTILIZE WORKMANLIKE INDUSTRY STANDARDS IN PERFORMING ALL LANDSCAPE CONSTRUCTION. THE SITE IS TO BE LEFT IN A CLEAN STATE AT THE END OF EACH WORKDAY. ALL DEBRIS, MATERIALS AND TOOLS SHALL BE PROPERLY STORED, STOCKPILED OR DISPOSED OF.

B. WASTE MATERIALS AND DEBRIS SHALL BE COMPLETELY DISPOSED OF AT THE CONTRACTOR'S EXPENSE. DEBRIS SHALL NOT BE BURIED, INCLUDING ORGANIC MATERIALS, BUT SHALL BE REMOVED COMPLETELY FROM THE SITE.

4. SITE PREPARATIONS
A. BEFORE AND DURING PRELIMINARY GRADING AND FINISHED GRADING, ALL WEEDS AND GRASSES SHALL BE DUG OUT BY THE ROOTS AND DISPOSED OF IN ACCORDANCE WITH GENERAL WORK PROCEDURES OUTLINED HEREIN.

B. ALL EXISTING TREES TO REMAIN SHALL BE PRUNED TO REMOVE ANY DAMAGED BRANCHES. THE ENTIRE LIMB OF ANY DAMAGED BRANCH SHALL BE CUT OFF AT THE TRUNK. CONTRACTOR SHALL ENSURE THAT CUTS ARE SMOOTH AND STRAIGHT. ANY EXPOSED ROOTS SHALL BE CUT BACK WITH CLEAN, SHARP TOOLS AND TOPSOIL SHALL BE PLACED AROUND THE REMAINDER OF THE ROOTS. EXISTING TREES SHALL BE MONITORED ON A REGULAR BASIS FOR ADDITIONAL ROOT OR BRANCH DAMAGE AS A RESULT OF CONSTRUCTION. ROOTS SHALL NOT BE LEFT EXPOSED FOR MORE THAN ONE (1) DAY. CONTRACTOR SHALL WATER EXISTING TREES AS NEEDED TO PREVENT SHOCK OR DECLINE.

C. CONTRACTOR SHALL ARRANGE TO HAVE A UTILITY STAKE-OUT TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY LANDSCAPE MATERIAL. UTILITY COMPANIES SHALL BE CONTACTED THREE (3) DAYS PRIOR TO THE BEGINNING OF WORK.

5. TREE PROTECTION
A. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES TO REMAIN. A TREE PROTECTION ZONE SHALL BE ESTABLISHED AT THE DRIP LINE OR 15 FEET FROM THE TRUNK OR AT THE LIMIT OF CONSTRUCTION DISTURBANCE, WHICHEVER IS GREATER. LOCAL STANDARDS THAT MAY REQUIRE A MORE STRICT TREE PROTECTION ZONE SHALL BE HONORED.

B. A FORTY-EIGHT INCH (48") HIGH WOODEN SNOW FENCE OR ORANGE COLORED HIGH-DENSITY 'VISI-FENCE', OR APPROVED EQUAL, MOUNTED ON STEEL POSTS SHALL BE PLACED ALONG THE BOUNDARY OF THE TREE PROTECTION ZONE. POSTS SHALL BE LOCATED AT A MAXIMUM OF EIGHT FEET (8') ON CENTER OR AS INDICATED WITHIN THE TREE PROTECTION DETAIL.

C. WHEN THE TREE PROTECTION FENCING HAS BEEN INSTALLED, IT SHALL BE INSPECTED BY THE APPROVING AGENCY PRIOR TO DEMOLITION, GRADING, TREE CLEARING OR ANY OTHER CONSTRUCTION. THE FENCING ALONG THE TREE PROTECTION ZONE SHALL BE REGULARLY INSPECTED BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.

D. AT NO TIME SHALL MACHINERY, DEBRIS, FALLEN TREES OR OTHER MATERIALS BE PLACED, STOCKPILED OR LEFT STANDING IN THE TREE PROTECTION ZONE.

6. SOIL MODIFICATIONS
A. CONTRACTOR SHALL ATTAIN A SOIL TEST FOR ALL AREAS OF THE SITE PRIOR TO CONDUCTING ANY PLANTING. SOIL TESTS SHALL BE PERFORMED BY A CERTIFIED SOIL LABORATORY.

B. LANDSCAPE CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF PLANT MATERIAL. SOIL MODIFICATIONS, AS SPECIFIED HEREIN, MAY NEED TO BE CONDUCTED BY THE LANDSCAPE CONTRACTOR DEPENDING ON SITE CONDITIONS.

C. THE FOLLOWING AMENDMENTS AND QUANTITIES ARE APPROXIMATE AND ARE FOR BIDDING PURPOSES ONLY. COMPOSITION OF AMENDMENTS SHOULD BE REVISED DEPENDING ON THE OUTCOME OF A TOPSOIL ANALYSIS PERFORMED BY A CERTIFIED SOIL LABORATORY.
1.1. TO INCREASE A SANDY SOIL'S ABILITY TO RETAIN WATER AND NUTRIENTS, THOROUGHLY TILL ORGANIC MATTER INTO THE TOP 6-12". USE COMPOSTED BARK, COMPOSTED LEAF MULCH OR PEAT MOSS. ALL PRODUCTS SHOULD BE COMPOSTED TO A DARK COLOR AND BE FREE OF PIECES WITH IDENTIFIABLE LEAF OR WOOD STRUCTURE. AVOID MATERIAL WITH A PH HIGHER THAN 7.5.
1.2. TO INCREASE DRAINAGE, MODIFY HEAVY CLAY OR SILT (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) AND/OR AGRICULTURAL GYPSUM. COARSE SAND MAY BE USED IF ENOUGH IS ADDED TO BRING THE SAND CONTENT TO MORE THAN 60% OF THE TOTAL MIX. SUBSURFACE DRAINAGE LINES MAY NEED TO BE ADDED TO INCREASE DRAINAGE.
1.3. MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.

7. FINISHED GRADING
A. UNLESS OTHERWISE CONTRACTED, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE-GRADING WITHIN THE DISTURBANCE AREA OF THE SITE.

B. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SUBGRADE FOR INSTALLATION OF TOPSOIL HAS BEEN ESTABLISHED. THE SUBGRADE OF THE SITE MUST MEET THE FINISHED GRADE LESS THE REQUIRED TOPSOIL THICKNESS (1"±).

C. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THIS SET OF CONSTRUCTION PLANS, UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER OR LANDSCAPE ARCHITECT.

D. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER IN AND AROUND THE PLANTING BEDS. STANDING WATER SHALL NOT BE PERMITTED IN PLANTING BEDS.

8. TOPSOILING
A. CONTRACTOR SHALL PROVIDE A SIX INCH (6") THICK MINIMUM LAYER OF TOPSOIL, OR AS DIRECTED BY THE LOCAL ORDINANCE OR CLIENT, IN ALL PLANTING AREAS. TOPSOIL SHOULD BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS.

B. ON-SITE TOPSOIL MAY BE USED TO SUPPLEMENT THE TOTAL AMOUNT REQUIRED. TOPSOIL FROM THE SITE MAY BE REJECTED IF IT HAS NOT BEEN PROPERLY REMOVED, STORED AND PROTECTED PRIOR TO CONSTRUCTION.

C. CONTRACTOR SHALL FURNISH TO THE APPROVING AGENCY AN ANALYSIS OF BOTH IMPORTED AND ON-SITE TOPSOIL TO BE UTILIZED IN ALL PLANTING AREAS. THE PH AND NUTRIENT LEVELS MAY NEED TO BE ADJUSTED THROUGH SOIL MODIFICATIONS AS NEEDED TO ACHIEVE THE REQUIRED LEVELS AS SPECIFIED IN THE MATERIALS SECTION ABOVE.

D. ALL PLANTING AND LAWN AREAS ARE TO BE CULTIVATED TO A DEPTH OF SIX INCHES (6"). ALL DEBRIS EXPOSED FROM EXCAVATION AND CULTIVATION SHALL BE DISPOSED OF IN ACCORDANCE WITH GENERAL WORK PROCEDURES SECTION ABOVE. THE FOLLOWING SHALL BE TILLED INTO THE TOP FOUR INCHES (4") IN TWO DIRECTIONS (QUANTITIES BASED ON A 1,000 SQUARE FOOT AREA):
1.1. 20 POUNDS 'GROW POWER' OR APPROVED EQUAL
1.2. 20 POUNDS NITRO-FORM (COURSE) 38-0-0 BLUE CHIP

E. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN CONDITIONS.

9. PLANTING
A. INSOFAR THAT IT IS FEASIBLE, PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THAT THIS IS NOT POSSIBLE, LANDSCAPE CONTRACTOR SHALL PROTECT UNINSTALLED PLANT MATERIAL. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE DAY PERIOD AFTER DELIVERY. PLANTS THAT WILL NOT BE PLANTED FOR A PERIOD OF TIME GREATER THAN THREE DAYS SHALL BE HEALED IN WITH TOPSOIL OR MULCH TO HELP PRESERVE ROOT MOISTURE.

B. PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICE. PLANTS SHALL NOT BE INSTALLED IN TOPSOIL THAT IS IN A MUDDY OR FROZEN CONDITION.

C. ANY INJURED ROOTS OR BRANCHES SHALL BE PRUNED TO MAKE CLEAN-CUT ENDS PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY INJURED OR DISEASED BRANCHING SHALL BE REMOVED.

D. ALL PLANTING CONTAINERS AND NON-BIODEGRADABLE MATERIALS SHALL BE REMOVED FROM ROOT BALLS DURING PLANTING. NATURAL FIBER BURLAP MUST BE CUT FROM AROUND THE TRUNK OF THE TREE AND FOLDED DOWN AGAINST THE ROOT BALL PRIOR TO BACKFILLING.

E. POSITION TREES AND SHRUBS AT THEIR INTENDED LOCATIONS AS PER THE PLANS AND SECURE THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO EXCAVATING PITS, MAKING NECESSARY ADJUSTMENTS AS DIRECTED.

F. PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY, THE PROPOSED LANDSCAPE, AS SHOWN ON THE APPROVED LANDSCAPE PLAN, MUST BE INSTALLED, INSPECTED AND APPROVED BY THE APPROVING AGENCY. THE APPROVING AGENCY SHALL TAKE INTO ACCOUNT SEASONAL CONSIDERATIONS IN THIS REGARD AS FOLLOWS. THE PLANTING OF TREES, SHRUBS, VINES OR GROUND COVER SHALL OCCUR ONLY DURING THE FOLLOWING PLANTING SEASONS:
1.1. PLANTS: MARCH 15 TO DECEMBER 15
1.2. LAWN: MARCH 15 TO JUNE 15 OR SEPT. 1 TO DECEMBER 1

G. PLANTINGS REQUIRED FOR A CERTIFICATE OF OCCUPANCY SHALL BE PROVIDED DURING THE NEXT APPROPRIATE SEASON AT THE MUNICIPALITY'S DISCRETION. CONTRACTOR SHOULD CONTACT APPROVING AGENCY FOR POTENTIAL SUBSTITUTIONS.

H. FURTHERMORE, THE FOLLOWING TREE VARIETIES ARE UNUSUALLY SUSCEPTIBLE TO WINTER DAMAGE. WITH TRANSPLANT SHOCK AND THE SEASONAL LACK OF NITROGEN AVAILABILITY, THE RISK OF PLANT DEATH IS GREATLY INCREASED. IT IS NOT RECOMMENDED THAT THESE SPECIES BE PLANTED DURING THE FALL PLANTING SEASON.

ACER RUBRUM	PLATANUS X ACERIFOLIA
BETULA VARIETIES	POPULOUS VARIETIES
CARPINUS VARIETIES	PRUNUS VARIETIES
CRATAEGUS VARIETIES	PYRUS VARIETIES
KOELREUTERIA	QUERCUS VARIETIES
LIQUIDAMBER STYRACIFLUA	TILIA TOMENTOSA
LIRIODENDRON TULIPIFERA	ZELKOVA VARIETIES

I. PLANTING PITS SHALL BE DUG WITH LEVEL BOTTOMS, WITH THE WIDTH TWICE THE DIAMETER OF ROOT BALL. THE ROOT BALL SHALL REST ON UNDISTURBED GRADE. EACH PLANT PIT SHALL BE BACKFILLED IN LAYERS WITH THE FOLLOWING PREPARED SOIL MIXED THOROUGHLY:
- 1 PART PEAT MOSS
- 1 PART COMPOSTED COW MANURE BY VOLUME
- 3 PARTS TOPSOIL BY VOLUME
- 21 GRAMS 'AGRIFORM' PLANTING TABLETS (OR APPROVED EQUAL) AS FOLLOWS:
  - A) 2 TABLETS PER 1 GALLON PLANT
  - B) 3 TABLETS PER 5 GALLON PLANT
  - C) 4 TABLETS PER 15 GALLON PLANT
  - D) LARGER PLANTS: 2 TABLETS PER ½" CALIPER OF TRUNK

J. FILL PREPARED SOIL AROUND BALL OF PLANT HALF-WAY AND INSERT PLANT TABLETS. COMPLETE BACKFILL AND WATER THOROUGHLY.

K. ALL PLANTS SHALL BE PLANTED SO THAT THE TOP OF THE ROOT BALL, THE POINT AT WHICH THE ROOT FLARE BEGINS, IS SET AT GROUND LEVEL AND IN THE CENTER OF THE PIT. NO SOIL IS TO BE PLACED DIRECTLY ON TOP OF THE ROOT BALL.

L. ALL PROPOSED TREES DIRECTLY ADJACENT TO WALKWAYS OR DRIVEWAYS SHALL BE PRUNED AND MAINTAINED TO A MINIMUM BRANCHING HEIGHT OF 7' FROM GRADE.

M. GROUND COVER AREAS SHALL RECEIVE A ½" LAYER OF HUMUS RAKED INTO THE TOP 1" OF PREPARED SOIL PRIOR TO PLANTING. ALL GROUND COVER AREAS SHALL BE WEEDED AND TREATED WITH A PRE-EMERGENT CHEMICAL AS PER MANUFACTURER'S RECOMMENDATION.

N. NO PLANT, EXCEPT GROUND COVERS, GRASSES OR VINES, SHALL BE PLANTED LESS THAN TWO FEET (2') FROM EXISTING STRUCTURES AND SIDEWALKS.

O. ALL PLANTING AREAS AND PLANTING PITS SHALL BE MULCHED AS SPECIFIED HEREIN TO FILL THE ENTIRE BED AREA OR SAUCER. NO MULCH IS TO TOUCH THE TRUNK OF THE TREE OR SHRUB.

P. ALL PLANTING AREAS SHALL BE WATERED IMMEDIATELY UPON INSTALLATION IN ACCORDANCE WITH THE WATERING SPECIFICATIONS AS LISTED HEREIN.

10. TRANSPLANTING (WHEN REQUIRED)
A. ALL TRANSPLANTS SHALL BE DUG WITH INTACT ROOT BALLS CAPABLE OF SUSTAINING THE PLANT.

B. IF PLANTS ARE TO BE STOCKPILED BEFORE REPLANTING, THEY SHALL BE HEALED IN WITH MULCH OR SOIL, ADEQUATELY WATERED AND PROTECTED FROM EXTREME HEAT, SUN AND WIND.

C. PLANTS SHALL NOT BE DUG FOR TRANSPLANTING BETWEEN APRIL 10 AND JUNE 30.

D. UPON REPLANTING, BACKFILL SOIL SHALL BE AMENDED WITH FERTILIZER AND ROOT GROWTH HORMONE.

E. TRANSPLANTS SHALL BE GUARANTEED FOR THE LENGTH OF THE GUARANTEE PERIOD SPECIFIED HEREIN.

F. IF TRANSPLANTS DIE, SHRUBS AND TREES LESS THAN SIX INCHES (6") DBH SHALL BE REPLACED IN KIND. TREES GREATER THAN SIX INCHES (6") DBH MAY BE REQUIRED TO BE REPLACED IN ACCORDANCE WITH THE MUNICIPALITY'S TREE REPLACEMENT GUIDELINES.

11. WATERING
A. NEW PLANTINGS OR LAWN AREAS SHALL BE ADEQUATELY IRRIGATED BEGINNING IMMEDIATELY AFTER PLANTING. WATER SHALL BE APPLIED TO EACH TREE AND SHRUB IN SUCH MANNER AS NOT TO DISTURB BACKFILL AND TO THE EXTENT THAT ALL MATERIALS IN THE PLANTING HOLE ARE THOROUGHLY SATURATED. WATERING SHALL CONTINUE AT LEAST UNTIL PLANTS ARE ESTABLISHED.

B. SITE OWNER SHALL PROVIDE WATER IF AVAILABLE ON SITE AT TIME OF PLANTING. IF WATER IS NOT AVAILABLE ON SITE, CONTRACTOR SHALL SUPPLY ALL NECESSARY WATER. THE USE OF WATERING BAGS IS RECOMMENDED FOR ALL NEWLY PLANTED TREES.

C. IF AN IRRIGATION SYSTEM HAS BEEN INSTALLED ON THE SITE, IT SHALL BE USED TO WATER PROPOSED PLANT MATERIAL, BUT ANY FAILURE OF THE SYSTEM DOES NOT ELIMINATE THE CONTRACTOR'S RESPONSIBILITY OF MAINTAINING THE DESIRED MOISTURE LEVEL FOR VIGOROUS, HEALTHY GROWTH.

12. GUARANTEE
A. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTS FOR A PERIOD OF ONE (1) YEAR FROM APPROVAL OF LANDSCAPE INSTALLATION BY THE APPROVING AGENCY. CONTRACTOR SHALL SUPPLY THE OWNER WITH A MAINTENANCE BOND FOR TEN PERCENT (10%) OF THE VALUE OF THE LANDSCAPE INSTALLATION WHICH WILL BE RELEASED AT THE CONCLUSION OF THE GUARANTEE PERIOD AND WHEN A FINAL INSPECTION HAS BEEN COMPLETED AND APPROVED BY THE OWNER OR AUTHORIZED REPRESENTATIVE.

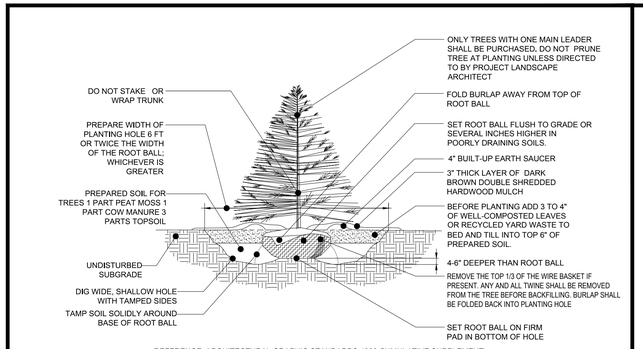
B. ANY DEAD OR DYING PLANT MATERIAL SHALL BE REPLACED FOR THE LENGTH OF THE GUARANTEE PERIOD. REPLACEMENT OF PLANT MATERIAL SHALL BE CONDUCTED AT THE FIRST SUCCEEDING PLANTING SEASON. ANY DEBRIS SHALL BE DISPOSED OF OFF-SITE, WITHOUT EXCEPTION.

C. TREES AND SHRUBS SHALL BE MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION AND THROUGHOUT THE 90 DAY MAINTENANCE PERIOD AS SPECIFIED HEREIN. CULTIVATION, WEEDING, WATERING AND THE PREVENTATIVE TREATMENTS SHALL BE PERFORMED AS NECESSARY TO KEEP PLANT MATERIAL IN GOOD CONDITION AND FREE OF INSECTS AND DISEASE.

D. LAWNS SHALL BE MAINTAINED THROUGH WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING AND OTHER OPERATIONS SUCH AS ROLLING, REGRADING AND REPLANTING AS REQUIRED TO ESTABLISH A SMOOTH, ACCEPTABLE LAWN, FREE OF ERODED OR BARE AREAS.

13. CLEANUP
A. UPON THE COMPLETION OF ALL LANDSCAPE INSTALLATION AND BEFORE THE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL UNUSED MATERIALS, EQUIPMENT AND DEBRIS FROM THE SITE. ALL PAVED AREAS ARE TO BE CLEANED.

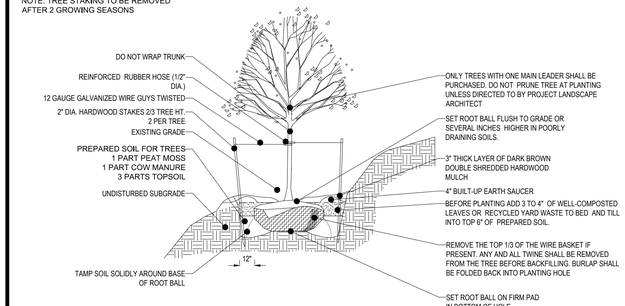
B. THE SITE SHALL BE CLEANED AND LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER OR AUTHORIZED REPRESENTATIVE.



REFERENCE: ARCHITECTURAL GRAPHIC STANDARDS 1998 CUMULATIVE SUPPLEMENT.

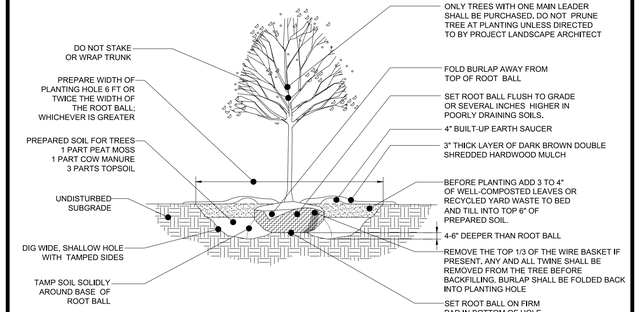
EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



TREE PLANTING ON SLOPE DETAIL

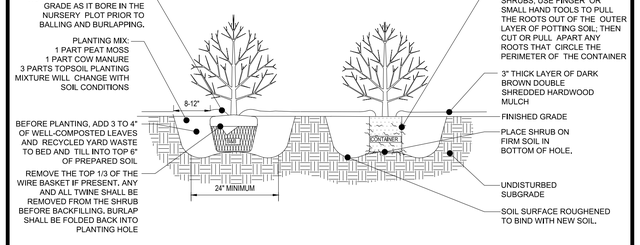
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REFERENCE: ARCHITECTURAL GRAPHIC STANDARDS 1998 CUMULATIVE SUPPLEMENT.

DECIDUOUS TREE PLANTING DETAIL

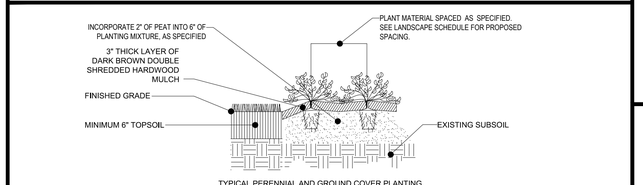
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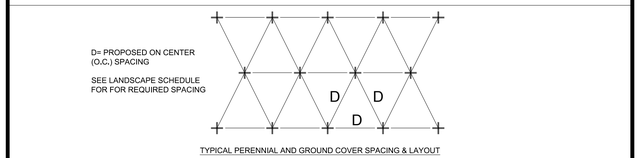
REFERENCE: ARCHITECTURAL GRAPHIC STANDARDS 1998 CUMULATIVE SUPPLEMENT

DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE



TYPICAL PERENNIAL AND GROUND COVER PLANTING



TYPICAL PERENNIAL AND GROUND COVER SPACING & LAYOUT

PERENNIAL/GROUND COVER PLANTING DETAIL

NOT TO SCALE

MIX 131 - SOUTHERN WETLAND AND POND EDGE MIX

MIX 131 (WETLAND AND POND EDGE MIX) IS DESIGNED FOR THE ENVIRONMENTAL CONDITIONS OF THE SOUTHERN TIER STATES AND FOR SITES WITH WET SOILS. FLOWERING PERIOD AND FLOWER COLORS ARE COORDINATED FOR FULL SEASON VARIETY. THE AMOUNT OF SEED OF EACH SPECIES IN THE MIX HAS BEEN CALCULATED USING THE NUMBER OF SEEDS PER POUND OF EACH SPECIES FACTORED BY ESTABLISHMENT PARAMETERS. MIX 131 CONTAINS THE FOLLOWING 11 NATIVE GRASS AND SEDGE SPECIES AND 13 NATIVE WILDFLOWER SPECIES AS SHOWN BELOW. RECOMMENDED RATE 3.9-5.6 PLS POUNDS/ACRE.

COMMON NAME	BOTANICAL NAME	PLS. QTY.
Virginia Wild Rye	Elymus virginicus	4.375
Broomsedge	Andropogon virginicus	0.625
Fowl Manna Grass	Glyceria striata	0.313
Rice Cut Grass	Leersia oryzoides	0.313
Upland Bentgrass	Agrostis perennans	0.250
Red Top Panicum	Panicum rigidulum	0.625
Nodding Sedge	Carex crinita	0.375
Fox Sedge	Carex vulpinoidea	1.750
Frank's Sedge	Carex frankii

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 01/16/25
Department: Administration
Category: Agreement
Prepared By: Zahnay Smoak
Department Head:

AGENDA ITEM (ID)

DOC ID:

Future Bond Proceeds Resolution

Issue/Item:
Future Bond Proceeds

Background:

As the City explores innovative and financially prudent options to pay for and finance projects throughout the City, tax and other regulations require the City to pass a Resolution stating the City's intent to explore funding projects in the future. Passing this Resolution will allow the City to capture expenses in the past, as well as moving forward. This is a formality of law and tax regulations as the City explores bond financing options.

As further background, the bond market is a means and mechanism which traditionally provides lower interest rates than the commercial or other financial markets. Currently, the City has loans for projects such as City Hall and the new Fire Station. Exploring the availability and feasibility of bonds to supplement or replace these current financial obligations, as well as other projects in the future, is part of the City being financially and fiscally responsible with taxpayer money.

Facts and Finding:
N/A

Funding:
N/A

Recommendation:

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 01/16/25
Department: Administration
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head:

AGENDA ITEM (ID)

DOC ID:

City Retirement Plan Update-1st Reading

Issue/Item: Update to the City's GMA Retirement Plan.

Background: The City participates in the GMA 401(a) Defined Contribution Plan. City staff engaged with GMA to ensure the current plan is up-to-date and compliant, as well as aligning it with all City employee contracts and contributions. GMA worked with the City to update the plan to bring it into compliance.

Facts and Finding: The GMA plan is run and administered by GMA, and they produce standard forms and documents. Such documents include the Resolution, the Adoption Agreement, and the Master Plan Document. Approving the Resolution and updated Agreement will bring the City's plan into compliance with contracts and contributions.

Funding:

Recommendation:

GEORGIA MUNICIPAL ASSOCIATION

RISK MANAGEMENT AND EMPLOYEE BENEFITS SERVICES

BOARD OF TRUSTEES

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Marcia Hampton
City Manager, Douglasville

Vice-Chair
Shelly Berryhill
Commissioner, Hawkinsville

Secretary-Treasurer
Larry H. Hanson
CEO and Executive Director

Trustees:

Betty Cason
Mayor, Carrollton

Jason Holt
Mayor, Fitzgerald

Meg Kelsey
Asst. City Manager, Newnan

Jessica O'Connor
City Manager, Griffin

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Councilmember, Camilla

John Reid
Mayor, Eatonton

Sammy Rich
City Manager, Rome

Julie Smith
Mayor, Tifton

JoAnne Taylor
Mayor, Dahlonega

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City Attorney, Centerville

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

August 1, 2024

MEMORANDUM VIA E-MAIL
(alanier@portwentworthga.gov)

TO: Ms. Ashley Lanier
Human Resources Director

FROM: Ms. Gwin Hall
Senior Associate General Counsel

SUBJECT: **Action Required: Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan Restatement**

The City of Port Wentworth previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Basic Plan Document, Adoption Agreement, and General Addendum. The Plan is considered a "qualified plan" under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to include recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved document templates. To this end, we have completed the attached Adoption Agreement and General Addendum, which include the benefit and eligibility provisions that you currently have in place, for the city's approval.

If the draft documents are acceptable, please have the designated representatives sign and date where indicated (Adoption Agreement, p. 38, and General Addendum, p. 1). Next, please scan and email the documents to Gina Gresham at rgresham@gacities.com no later than **October 1, 2024**. We will then countersign the documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

The draft documents will take effect on the date of their approval by the city. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

Please note the General Addendum contains certain provisions (Section 16) which do not fit squarely within the standard GMEBS General Addendum format. Thus, it will be necessary to file the city's Plan with the IRS for a separate opinion letter. Following the city's approval of the enclosed restated Plan documents, we will work with GMEBS's tax counsel to prepare the IRS filing documents for the city's signature.

We have also attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If you have any questions about the contents of this letter or require further information, please contact Gina Gresham.

Encl.

C: Mr. Scott Robichaux, City Attorney, City of Port Wentworth (w/ encl.)
Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)
Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)
Mr. Kevin Jeselnik, Assistant General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Port Wentworth

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Port Wentworth, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Port Wentworth, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Port Wentworth, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Port Wentworth, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **City Administrator**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

Position:
Position:
Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Human Resources Director**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

  ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).

  ☐ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____ _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal

Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

(1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

(2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

(3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **December 1, 2022 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **July 1, 1968 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means **(check one):**

☐ Calendar Year
☐ Employer Fiscal Year commencing _____.
☒ Other **(must specify month and day commencing)**: **July 1**.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan **(check one)**:

☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☒ **ALL REGULAR EMPLOYEES EXCEPT for the following employees (must specify; specific positions are permissible; specific individuals may not be named): Any Employee who participates in the City's 401(a) defined contribution plan. In no event shall any Employee be entitled to participate in both this Plan and the City's defined contribution plan.**

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Each elected or appointed member of the Governing Authority who holds an office on November 1, 1983, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after November 1, 1983, that said member occupies any elective office of the Governing Authority. Notwithstanding the foregoing, effective January 1, 2015, elected or appointed members of the Governing Authority who initially hold an office of the Employer on or after such date shall be qualified to participate in the Plan as of the date they take office. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.).**

(2) Municipal Legal Officers (check one):

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: **The chief legal officer or any associate legal officer of the City, and any municipal officer elected or appointed to preside over the court of the City, provided said officer is not an active participant in the retirement plan of any other GMEBS member as a Municipal Legal Officer.**

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Each Municipal Legal Officer who holds such office on November 1, 1983, shall be qualified to participate in the Plan on such date. Each other Municipal Legal Officer who holds an office subsequent to such date shall be qualified to apply for participation in the Plan on the first date after November 1, 1983, that said individual occupies the office of Municipal Legal Officer.**

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum hour requirement for Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **32 hours/week** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees employed prior to January 1, 2003, provided they do not become reemployed after such date.**

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☒ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least **5** months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
- ☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional **(check one)**:

☐ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).

☒ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: **Participation in this Plan will be optional for Employees initially hired into one of the following positions after February 1, 2006: City Administrator, Assistant City Administrator, Principal Planner, and Economic Development Coordinator. Such Employees must irrevocably elect to participate in either this Plan or the City's defined contribution plan (DC Plan) within 120 days of their initial hire date on forms designated by the City for such purpose. If such an Employee fails to submit a completed election form within 120 days of the Employee's hire date, the Employee will be deemed to have irrevocably elected to participate in the DC Plan and not this Plan. This 120-day time limit shall apply notwithstanding any other time limit referred to above.**

Participation is also optional of Municipal Legal Officers. To participate in this Plan, a Municipal Legal Officer must affirmatively and irrevocably elect whether to participate in this Plan on forms provided for such purpose within 120 days of their initial hire date. If a Municipal Legal Officer fails to submit a completed election form within 120 days of taking office or commencing employment, said Municipal Legal Officer will be deemed to have irrevocably elected not to participate in this Plan and will not be eligible to participate in any other retirement plan. This 120-day time limit shall apply notwithstanding any other time limit referred to above.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan. With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2)**

and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority or Municipal Legal Officer, unless the Participant was serving as an elected or appointed member of the Governing Authority, Municipal Legal Officer, or Eligible Regular Employee on November 1, 1983.**

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).

☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. <u>Prior Governmental Service</u>

<u>Note</u>: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be

completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ___ _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

☐ Unused sick leave
☐ Unused vacation leave
☐ Unused personal leave
☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

☐ The Participant must be 100% vested in a normal retirement benefit.
☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are **(check one or more as applicable)**:

☒ Attainment of age **55 (insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify

below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☒ Attainment of age **55** **(insert number)**

☒ Completion of **25** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document,

subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☒ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) ☐ **Rule of _____ (insert number)**. The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) ☐ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) ☐ **Other Alternative Normal Retirement Benefit**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☐ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

☐ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
☒ No minimum.
☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

☐ All Eligible Regular Employees.

☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

☐ (a) **Flat Percentage Formula**. _____**% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
_____.

☐ (b) **Alternative Flat Percentage Formula**. _____**% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☒ (c) **Split Final Average Earnings Formula**. **1.0**% **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus **1.75**% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☒ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (d) **Alternative Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☒ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☒ All Participants who are Regular Employees.
☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed $_____ **(specify amount)**. This definition shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

☒ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**100,00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

☐ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☒ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

☒ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Alternative Early Retirement Reduction Table

Number of Years Before Age 65 (check as applicable)	Percentage of Normal Retirement Benefit* (complete as applicable)
☒ 0	1.000
☒ 1	0.975
☒ 2	0.950
☒ 3	0.925
☒ 4	0.900
☒ 5	0.875
☒ 6	0.850
☒ 7	0.825
☒ 8	0.800
☒ 9	0.775
☒ 10	0.750
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.

☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☐ No minimum is established.

☒ No less than **(check one):** ☒ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☒ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

_____

_____

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. <u>Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)</u>

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

(a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

☐ (1) No cost-of-living adjustment.

☒ (2) Variable Annual cost-of-living adjustment not to exceed **5**% **(insert percentage)**.

☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

☐ All Participants (and their Beneficiaries).

☒ Participants (and their Beneficiaries) who terminate employment on or after **August 1, 1981 (insert date)**.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule **(check one):**

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **5** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Vesting Schedule for excepted class **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☒ No vesting schedule (immediate vesting).

☐ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

(1) ☐ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

☐ The Participant must be vested in a normal retirement benefit.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) ☒ **Actuarial Reserve Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

☒ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

☐ Total Credited Service accrued prior to the date of the Participant's death.

☒ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☒ one-half (½) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☒ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

(1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq*. (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Basic Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

> On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or

- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Port Wentworth, Georgia this _____ day of _____, 20_____.

Attest: CITY OF PORT WENTWORTH, GEORGIA

_____ _____

City Clerk Mayor

(SEAL)

Approved:

_____

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

GENERAL ADDENDUM TO THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the City of Port Wentworth, as follows (complete one or more sections, as applicable):

***** Items (1) through (15) of Pre-approved Addendum – Not Applicable *****

(16) <u>Other</u> (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) <u>Joint and Survivor Benefit</u>. Participants who terminate on or after April 1, 1985, who elect a joint and survivor benefit under the Plan, and who designate their Spouse as their Post-Retirement Beneficiary shall receive an unreduced retirement benefit. However, the Spouse's survivor benefit may be reduced depending upon the age difference between the Participant and the Spouse, in accordance with and subject to the amendment to the Plan which became effective April 1, 1985, the terms of which are incorporated herein by reference.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Port Wentworth, Georgia this _____ day of _____, 20____.

Attest: **CITY OF PORT WENTWORTH**

_____ _____

City Clerk **Mayor**

(SEAL)

Approved:

_____

City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

BASIC DEFINED BENEFIT RETIREMENT PLAN DOCUMENT

AMENDED AND RESTATED

Third Six-Year Cycle, 2020 Cumulative List

Administered by:
Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

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BASIC PLAN DOCUMENT

ARTICLE I.

PURPOSE OF PLAN

The Georgia Municipal Employees Retirement System Plan ("Plan") is hereby amended and restated for the Third Six-Year Cycle, in compliance with the 2020 Cumulative List, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System. The Plan is a governmental qualified defined benefit plan under Internal Revenue Code Sections 401(a) and 414(d) and is intended to be adopted by Employers in Georgia.

The Plan is intended to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); as well as the additional guidance included in the 2020 Cumulative List under Internal Revenue Service ("IRS") Notice 2020-14 to the extent applicable to the Plan. Except as otherwise specifically provided herein, the Plan establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. Except as otherwise specifically provided herein, the rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date that their employment terminated.

Any Municipal Corporation accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate Ordinance of the Governing Authority adopting the Plan. Any other Employer accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate resolution or ordinance (as applicable) of the Governing Authority adopting the Plan. With the

consent of the Board, such organization shall become an Adopting Employer hereunder, as of the specified date, and shall be subject to the terms and provisions of the Plan as then in effect and thereafter amended.

The Plan document consists of this Basic Plan Document, the Adoption Agreement, and any Addendum of each Employer and any amendments to the Basic Plan Document, the Adoption Agreement, and any Addendum. The Plan, generally effective as of the date set forth in the Adoption Agreement for each Employer, except as otherwise specifically provided herein, is established for the purpose of providing retirement and other benefits to Participants.

This Plan is intended to be a pre-approved plan, to be used with a completed Adoption Agreement.

ARTICLE II.

DEFINITIONS

This Article covers all generally applicable definitions used in this Plan, except for definitions related to service, which are in Article III. Except as otherwise provided in the Employer's Adoption Agreement or any Addendum, the definition of terms contained in this Article II and Article III shall govern the meaning of such terms used in the Adoption Agreement. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows, unless a different meaning is plainly required by the content:

Section 2.01. **"Accrued Benefit"** shall mean, as of any date, the Normal Retirement benefit payable to a Participant at the Participant's Normal Retirement Date computed in accordance with the provisions of Article VI and the Adoption Agreement, based upon the Participant's Total Credited Service and Final Average Earnings (if applicable) as of the date that the Participant's Accrued Benefit is being determined.

Section 2.02. **"Actuarial Equivalent"** shall mean a benefit of approximately equal value when computed on the basis of the actuarial assumptions contained in Article XII.

Section 2.03. **"Actuary"** shall mean an individual, or firm, appointed or approved by the Board of Trustees to perform actuarial calculations necessary in the funding of the Plan.

Section 2.04. **"Addendum"** means any Addendum to an Adoption Agreement submitted to the IRS for review under the pre-approved program and entered into by an Adopting Employer.

Section 2.05. **"Adjustment Date"** means January 1 or such other date in a calendar year on which a Cost of Living Adjustment is applied to a Retired Participant's or Post-Retirement Beneficiary's benefit pursuant to an Adopting Employer's Adoption Agreement or any Addendum thereto.

Section 2.06. **"Administrator"** shall mean the Georgia Municipal Employees Benefit System or its designee.

Section 2.07. **"Adopting Employer"** shall mean an Employer who adopts this Plan through the adoption of the Adoption Agreement.

Section 2.08. **"Adoption Agreement"** shall mean the Adoption Agreement adopted by an Adopting Employer, which Adoption Agreement contains certain terms of the Plan, and

whenever applicable shall include any Addendum amending provisions of the Adoption Agreement.

Section 2.09. **"Applicable Form"** shall mean the appropriate form as designated and furnished by the Administrator to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

Section 2.10. **"Board of Trustees"** or **"Board"** shall mean the Board of Trustees of the Georgia Municipal Employees Benefit System.

Section 2.11. **"Bona Fide Separation from Service"** shall mean, with respect to a Participant who Terminates employment on or after September 26, 2014, the Participant Terminated Employment with the Participant's Adopting Employer without an agreement for re-employment and did not return to service with the Adopting Employer as an Eligible Employee, Ineligible Employee, or independent contractor or in any other capacity, except as described below, for at least six (6) calendar months after the date of said Termination of Employment, provided that the Employer shall be required to provide any information to GMEBS necessary to verify an Employee's Bona Fide Separation from Service. A Bona Fide Separation from Service shall alternatively mean that an Eligible Employee Terminated Employment with the Adopting Employer and returned to service with the Adopting Employer as an elected or appointed member of the Governing Authority, even if such Employee did not incur a six (6) month break in service prior to becoming an elected or appointed member of the Governing Authority.

Section 2.12. **"Child"** or **"Children"** shall mean any natural or adopted child of the Participant or Terminated Vested Participant, as applicable, who is younger than age twenty-two

(22) as of the date of the Participant's or Terminated Vested Participant's death. The term "adopted child" shall include any child who is legally adopted by the Participant and any child who is a member of the Participant's household if placed with the Participant by an authorized placement agency for legal adoption by the Participant. The term "child" does not include a foster child.

Section 2.13. **"Code"** shall mean the Internal Revenue Code of 1986, as applicable to governmental plans, as amended from time to time, and the Internal Revenue Code of 1954, as applicable to governmental plans.

Section 2.14. **"Code Section 415(d) Cost of Living Adjustment"** shall mean the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for any applicable year.

Section 2.15. **"Contract"** shall mean the entire contents of the Ordinance or Resolution adopting this Plan, the Employer's Adoption Agreement and any Addendum thereto, the Basic Plan Document, the GMEBS Trust Agreement, and any amendments made hereafter.

Section 2.16. **"Contributions"** shall mean payments made by Employers (and Employees, if applicable) to GMEBS to provide the benefits specified in the Plan.

Section 2.17. **"Cost of Living Base Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is 14 months prior to the month of the Adjustment Date used to determine the Current Cost-of-Living Index Figure. However, if a Participant or Beneficiary has been drawing benefits for less than twelve (12) months, the Cost-of-Living Base

Figure shall mean the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two (2) months prior to the month when benefit payments commenced.

Section 2.18. **"Covered Compensation AIME."** shall mean the portion of the Average Indexed Monthly Earnings (A.I.M.E.), annualized, as defined by the December 1977 amendments to the federal Old-Age, Survivors, and Disability Insurance (O.A.S.D.I.), not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

Section 2.19. **"Covered Compensation Dynamic Break Point"** shall mean, for any calendar year, the average of the maximum amount of earnings for which taxes are payable under the Social Security Act during the period of calendar years: (1) beginning with the later of 1959 or the calendar year thirty-five (35) years before the year for which Social Security Covered Compensation is being computed, and (2) ending with the calendar year preceding the year for which Social Security Compensation is being computed. The amount of Covered Compensation for a Participant shall be determined as of the date of the Participant's most recent Termination or the Participant's date of death, whichever is applicable.

Section 2.20. **"Covered Compensation Table Break Point"** shall mean the amount listed in the table below, opposite the year of birth of the Participant:

Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount
1903 or earlier	$4,944	1916	$6,432	1929	$6,900
1904	5,160	1917	6,480	1930	6,984

1905	5,352	1918	6,528	1931	7,080
1906	5,520	1919	6,576	1932	7,176
1907	5,652	1920	6,612	1933	7,260
1908	5,784	1921	6,660	1934	7,332
1909	5,892	1922	6,696	1935	7,416
1910	6,000	1923	6,720	1936	7,500
1911	6,084	1924	6,756	1937	7,572
1912	6,168	1925	6,792	1938	7,656
1913	6,240	1926	6,816	1939	7,728
1914	6,312	1927	6,840	1940	7,764
1915	6,372	1928	6,864	1941 or later	7,800

Section 2.21. **"Current Average Cost-of-Living Index Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) that was most recently issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two months prior to the month of the Adjustment Date.

Section 2.22. **"Default Beneficiary"** shall mean, with respect to a Participant who dies prior to July 1, 2015, the person(s) or entity to whom a pre-retirement death benefit is payable in the absence of a beneficiary designation by the Participant or in the event there is no designated Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable, determined in accordance with and subject to Section 8.06.

Section 2.23. **"Disability"** shall mean, with respect to those Adopting Employers who elect in the Adoption Agreement to provide disability retirement benefits and unless otherwise provided in an Addendum to the Adoption Agreement, the following:

(a) A physical or mental disability of a Participant who because of such disability becomes entitled to receive disability insurance benefits under the Federal Social Security Act, as amended, provided that the following conditions are satisfied:

(1) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer, as evidenced by a Social Security Administration (SSA) disability award submitted with the Participant's disability retirement application, reflecting a disability onset date on or before the Participant's Termination date; provided, however, that in the event a Participant has filed more than one disability application with the SSA and the SSA disability award reflects a disability onset date after the Participant's Termination date, and where due to SSA administrative res judicata rules the disability onset date reflected in the SSA disability award immediately follows the date that a prior SSA disability award was denied, then the Administrator may consider other documents submitted with the Participant's application for a SSA disability award to determine the disability onset date if the Participant provides such documents to the Administrator and the Administrator deems such documents sufficient to establish that the disability onset date is on or before the Participant's Termination date;

(2) In no event will the disability onset date be earlier than the latest disability onset date alleged by the Participant in the Participant's SSA disability application(s); and

(3) The Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs; or

(b) A Participant who is not disabled in accordance with the definition under subsection (a) above solely because the Participant lacks the quarters of Social Security coverage required under the Federal Social Security Act, as amended, shall qualify for Disability if the Pension Committee determines that the Participant is permanently disabled on the basis of

a certificate signed by at least two (2) physicians, (one physician selected and paid by the disabled Participant and one selected and paid by the Employer) stating that:

(1) The Participant is permanently disabled as defined in Internal Revenue Code Section 72(m); and

(2) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer; and

(3) Such disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.

(c) Neither the Adopting Employer nor the Administrator is required to independently investigate or confirm the cause(es) of a Participant's disability.

Section 2.24. "Disability Retirement Date" shall mean, with respect to those Adopting Employers who elect to provide Disability retirement benefits in the Adoption Agreement and with respect to Participants who Terminate Employment due to Disability, the first day of the first calendar month coinciding with or next following: (a) the date on which a Participant becomes entitled to receive a monthly disability insurance benefit under the Federal Social Security Act, as amended; (b) the date on which the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b); or (c) the date determined in accordance with the provisions of an Employer's General Addendum, as applicable. However, in no event will the Disability Retirement Date be earlier than the first day of the calendar month coinciding with or next following the date of the Participant's Termination of Employment as a result of Disability.

Section 2.25. **"Early Retirement Date"** shall mean the first day of the month coinciding with or next following the day a Participant qualifies for Early Retirement as specified in the Adoption Agreement, as of which the Participant actually Retires.

Section 2.26. **"Earnings"** shall mean, unless otherwise specified by the Employer in an Addendum to the Adoption Agreement, the total gross earnings paid to a Participant by the Employer, as reflected in the Employer's payroll records and shall include salary, wages, bonuses, overtime, and compensation for unused sick, vacation, paid-time-off, personal, or any other paid leave. Earnings shall not be reduced for compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), or contributions picked-up under Code Section 414(h) during the Plan Year. Unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall not include perquisites or allowances for a car or house rent, or compensation for severance pay.

For any Plan Year beginning after December 31, 2001, the annual earnings of a Participant for any year taken into account under the Plan shall not exceed Two Hundred Thousand Dollars ($200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). Notwithstanding the provisions of this paragraph, in determining benefit accruals in Plan Years beginning after December 31, 2001, the limit hereunder for determination periods beginning before January 1, 2002, shall be Two Hundred Thousand Dollars ($200,000).

Annual earnings means Earnings during the Plan Year or such other consecutive twelve (12) month period over which Earnings are otherwise determined under the Plan (the determination period). The Cost of Living Adjustment for a calendar year applies to annual earnings for the determination period that begins with or within such a calendar year. If a short

Plan Year occurs, the annual earnings limit is an amount equal to the otherwise applicable annual earnings limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is twelve (12).

Section 2.27. **"Effective Date"** shall mean the original effective date of the Adopting Employer's GMEBS-administered defined benefit plan as specified in the Adoption Agreement.

Section 2.28. **"Eligible Employee"** shall mean any Employee who is designated as an Eligible Employee in the Adoption Agreement and who satisfies any eligibility conditions applicable to the class of Eligible Employees to which the Employee belongs.

Section 2.29. **"Eligible Regular Employee"** shall mean any Regular Employee who satisfies the minimum hour and other eligibility conditions applicable to Regular Employees in the Employer's Adoption Agreement.

Section 2.30. **"Employee"** shall mean any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

Section 2.31. **"Employer"** shall mean an Employer as defined in O.C.G.A. § 47-5-2(9) (a copy of which is included in the Appendix hereto). No employer which is not

permitted to participate in a qualified governmental pension plan as defined in Code Section 401(a) and 414(d) shall be permitted to participate in this Plan.

Section 2.32. **"Enrollment Date"** shall mean the date that an Eligible Employee first becomes a Participant under this Plan.

Section 2.33. **"FMLA"** shall mean the Family and Medical Leave Act of 1993, as amended from time to time.

Section 2.34. **"Firefighter"** shall mean an Eligible Regular Employee of the Adopting Employer who is either certified as a firefighter pursuant to O.C.G.A. § 25-4-2(4) (a copy of which is included in the Appendix hereto) or who would otherwise be required to be certified as a firefighter but who is exempt pursuant to O.C.G.A. § 25-4-12 (a copy of which is included in the Appendix hereto).

Section 2.35. **"Final Average Earnings"** shall mean, unless otherwise elected in an Addendum to the Adoption Agreement, the arithmetic monthly average of the Earnings paid to a Participant by the Adopting Employer for a specified number of consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by twelve (12). In computing Final Average Earnings, Earnings shall include, if applicable and authorized by the Adopting Employer in an Addendum to the Adoption Agreement, severance payments made prior to, on or after the Participant's Termination Date. The number of months to be used in determining Final Average Earnings shall be designated by the Adopting Employer in the Adoption Agreement or an Addendum thereto. The Administrator shall prescribe a formula for the determination of Final Average Earnings. Calculation of Final Average Earnings shall be subject to the following:

(a) If a Participant terminates employment or is on an unpaid leave of absence and later returns to employment with the Employer, the period(s) prior to and following such absence from employment shall be considered consecutive.

(b) If a Participant has not completed the number of consecutive months of Credited Service necessary to compute Final Average Earnings under this Section as of the date of such Participant's most recent Termination preceding Retirement, then Final Average Earnings shall be determined by dividing total Earnings for the Participant's entire period of Credited Service by such Participant's total number of months of Credited Service and multiplying the quotient by twelve (12). In computing the number of months of Credited Service for this purpose, incomplete months of Credited Service shall be converted to fractional equivalents of months and included in the computation.

Section 2.36. **"Governing Authority"** shall mean the entity named in the Adoption Agreement which is authorized to act for the Adopting Employer.

Section 2.37. **"In-Service Distribution"** shall mean commencement of benefits to a Participant who has satisfied the requirements for Retirement prior to the Participant's Termination of Employment or continuation of benefits to a Retired Participant who returns to service without first completing a Bona Fide Separation from Service.

Section 2.38. **"Ineligible Employee"** shall mean an Employee of the Adopting Employer who is not an Eligible Employee.

Section 2.39. **"Interest"** shall mean a pro rata share of any and all interest, dividends, and capital gains or losses earned on the invested or reinvested funds of the GMEBS Investment Fund.

Section 2.40. **"Investment Fund"** or **"GMEBS Retirement Trust Fund"** shall mean the total amounts of all Contributions plus Interest, invested or uninvested, held by the Board of Trustees in the GMEBS Retirement Trust Fund for all GMEBS Employers and their Employees where applicable.

Section 2.41. **"Late Retirement Date"** shall mean the first day of the month coinciding with or next following the day the Participant qualifies for Late Retirement, as specified in Section 6.03, as of which the Participant actually retires. The Plan shall not provide for a maximum retirement age.

Section 2.42. **"Military Service"** shall mean, unless otherwise specified in the Adoption Agreement, service performed while on active duty in the Armed Forces of the United States if the Participant was granted an honorable discharge. Except as otherwise required by federal or state law, Military Service shall not include service which is credited toward retirement under any other local, state, or federal retirement or pension plan.

Section 2.43. **"Monthly Retirement Benefit"** shall mean the monthly benefit as provided in Article VI or any optional benefit payable in lieu thereof as provided in Article VII.

Section 2.44. **"Municipal Legal Officer"** shall mean, with respect to those Employers who elect to include municipal legal officers as Eligible Employees, only those municipal legal officers specifically designated in the Adoption Agreement for inclusion as Eligible Employees, provided that such officer otherwise meets the Basic Plan Document's definition of Employee.

Section 2.45. **"Normal Retirement Date"** or **"Alternative Normal Retirement Date"** shall mean the first day of the month coinciding with or next following the date the Participant qualifies for Normal Retirement as specified in the Employer's Adoption Agreement.

An Employer may also establish alternative Normal Retirement qualifications in the Adoption Agreement. In such case, the Participant's Alternative Normal Retirement Date shall mean the first day of the month coinciding with or next following the date the Participant meets the alternative Normal Retirement qualifications.

Section 2.46. **"Participant"** or **"Participating Employee"** shall mean any Eligible Employee who is or may become eligible to receive a benefit of any type from the Plan and who has commenced participation in the Plan under Article IV.

Section 2.47. **"Pension Committee"** shall mean the committee named in the Adoption Agreement to represent the Adopting Employer in the administration of the Plan.

Section 2.48. **"Plan"** shall mean the provisions of this Basic Plan Document, along with the Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), setting forth the Employees to be covered, the benefits to be provided, and the conditions of retirement, and all amendments thereto which may hereafter be made.

Section 2.49. **"Plan Representative"** shall mean the Plan Representative designated in the Employer's Adoption Agreement. The Plan Representative must have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

Section 2.50. **"Plan Year"** shall mean a twelve (12) consecutive month period specified as such in the Adoption Agreement.

Section 2.51. **"Police Officer"** shall mean an Eligible Regular Employee employed by the Adopting Employer's Police Department who is either certified or registered as a peace officer pursuant to O.C.G.A. § 35-8-2(8) (a copy of which is included in the Appendix hereto).

Section 2.52. **"Post-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a post-retirement survivor benefit in accordance with and subject to the provisions of Article VII and Section 8.12.

Section 2.53. **"Primary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on an Applicable Form, to receive a pre-retirement death benefit, in accordance with and subject to the provisions of Article VIII.

Section 2.54. **"Provider"** means the Georgia Municipal Association, Inc. who is the pre-approved plan provider sponsoring the Plan on behalf of GMEBS.

Section 2.55. **"Regular Employee"** shall mean any Employee, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, who is regularly employed in the services of the Adopting Employer.

Section 2.56. **"Resolution"** shall mean a resolution duly adopted by an Employer.

Section 2.57. **"Retired Participant"** shall mean any Participant who has Terminated Employment with the Employer and who is receiving a benefit provided under the Plan.

Section 2.58. **"Retirement"** or **"Retires"** shall mean withdrawal from Service with a retirement allowance granted under the provisions of the Plan.

Section 2.59. **"Retirement System," "System," or "GMEBS"** shall mean the Georgia Municipal Employees Benefit System created by O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.60. **"Secondary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a pre-retirement death benefit in the event the Primary Pre-Retirement Beneficiary does not survive the Participant, in accordance with and subject to the provisions of Article VIII.

Section 2.61. **"Section"** shall mean, when not preceded by the word Code or ERISA, a section of the Basic Plan Document.

Section 2.62. **"Spouse"** shall mean, notwithstanding any other provision in an Adopting Employer's Adoption Agreement or Addendum to the contrary, (i) effective on or after September 16, 2013, to the extent required by federal law, and (ii) effective on or after September 26, 2014, for all purposes, a person who, as of the date of the Participant's, Retired Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of any state or foreign jurisdiction, whether opposite-sex or same-sex and regardless of whether or not the spouse resides in the state or foreign jurisdiction in which such marriage occurred.

Section 2.63. **"Terminated Vested Participant"** shall mean any Participant who has Terminated Employment with the Adopting Employer and who has a Vested Benefit under any provision of the Adopting Employer's Plan but is not yet a Retired Participant.

Section 2.64. **"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"** shall mean a severance of employment with the Employer, including Retirement, resignation or discharge, lapse of recall rights after layoff, death, or vacation of office by a Regular Employee, an elected or appointed member of the Governing Authority or a Municipal Legal Officer. Provided, however, that Termination shall not include: (i) absence from active employment which is not treated by the Adopting Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Adopting Employer. Unless

otherwise required by law or unless the terms of the leave otherwise specify, if an Employee on an authorized leave of absence fails to return to active employment upon expiration of the leave of absence, the Employee will be considered terminated as of the date immediately preceding the approved leave period.

Section 2.65. **"Trust Fund"** mean the total amounts, invested or uninvested, held at any time by the Board in trust for the Employer under the GMEBS Trust Agreement, a separate document for the establishment and administration of the Trust Fund.

Section 2.66. **"Vested," "Vesting," "Vested Right," or "Vested Benefit"** shall mean the rights of a Terminated Vested Participant as specified in Article IX.

ARTICLE III.

SERVICE

Section 3.01. **"Current Credited Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer from the Participant's Enrollment Date to the Participant's Termination, which are credited as Current Credited Service for purposes of meeting the Plan's requirements for vesting, retirement and death benefit eligibility, and/or for purposes of computing the amount of benefits payable under the Plan, determined in accordance with and subject to any limitations established in the Basic Plan Document and the Employer's Adoption Agreement or Addendum. Current Credited Service shall include unused paid time off which the Employer elects to treat as Current Credited Service for a Terminated Vested Participant for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement; provided, however, that leave conversions will be permitted only if (i) the leave is for unused accrued paid time off for vacation and/or sick leave or for comparable paid-time-off under an established leave policy without regard to whether the leave is due to illness or incapacity, (ii) the leave policy qualifies as a bona fide sick

and/or vacation leave plan for purposes of Code Section 409A and Treasury Regulation § 1.409A-1(a)(5), (iii) the Plan provides for service credit for an Employee's unused paid time off, provided that the eligibility requirements for participation in the Plan do not permit an Employee to become a Participant only in the Plan Year in which the Employee terminates employment, (iv) the conversion is automatic, the employee has no right to request a cash payment for the leave, and no such payment is made, (v) the unused paid time off is converted to service credit under a formula specified in the Adoption Agreement and which satisfies the definitely determinable standard of Treasury Regulation § 1.401-1(b)(1)(i), (vi) the Adopting Employer's Plan otherwise provides for service credit unrelated to the conversion of any Employee's unused paid time off, and (vii) the Participant's annual benefit, as adjusted by the leave conversion, does not exceed the limit under Code Section 415(b).

Section 3.02. "USERRA Military Service Credit."

(a) USERRA Military Service Credit. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Code Section 414(u) provides that: (i) individuals reemployed under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") must be treated as not having incurred a break in Service because of qualified military service, (ii) periods of qualified military service must be counted for vesting and benefit accrual purposes, except that periods of qualified military service must not be counted for benefit accrual purposes where the individual would have been required to make Employee Contributions under the Adopting Employer's Plan if the individual had remained continuously employed by the Adopting Employer during said period of qualified military service and the individual fails to make-up said Employee Contributions as provided herein,

(iii) make-up of Employee Contributions up to the maximum the individual would have been required to make if continuously employed must be allowed, in one lump sum payment or in installments, during the period beginning on reemployment and lasting for the lesser of three (3) times the period of qualified military service or five (5) years, (iv) any Employer Contributions contingent on make-up Employee Contributions must be made by the Employer, if and to the extent the individual contributes make-up Employee Contributions as provided herein, (v) earnings are not required to be credited unless and until the Employee contributes make-up contributions, (vi) make-up Contributions are based on compensation the individual would have received during the period of qualified military service (if not reasonably certain, compensation for the 12 month period (or, if shorter, the period of employment) immediately preceding qualified military service can be used), and (vii) make-up Contributions are subject to the limitations of Code Sections 402(g), 415, and 404(a) for the year to which the contribution relates, not the year in which the contribution is made.

(b) Ordered Military Leave under Georgia Law. To the extent not provided under subsection (a), the Plan will grant Credited Service for a period of "ordered" military service in accordance with and subject to the requirements of O.C.G.A. § 38-2-279(f) (a copy of which is included in the Appendix hereto) to a Participant who was an Eligible Employee when such ordered military service commenced, if and to the extent that the Participant (or in case of the Participant's death during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate) makes up any required Employee Contributions as provided herein. To obtain Credited Service for the period of ordered military service, the Participant must make-up the required Employee Contributions in one lump sum payment or in installments during a period that begins upon commencement of

such ordered military service and ends no later than five (5) years after the period of military service ends. If the Participant dies during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate must make up the required Employee Contributions no later than one (1) year following proof of the Participant's death. The amount of Employee Contributions required to be made to receive Credited Service for a period of military service shall be determined in the same manner as provided under USERRA and HEART and subsection (a) above.

(c) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Code Section 401(a)(37), survivors of the Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

(d) Beginning January 1, 2009, to the extent required by Code Sections 3401(h) and 414(u)(2), an individual receiving differential wage payments (while the individual is performing qualified military service (as defined in chapter 43 of title 38, United States Code)) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(e) Effective with respect to deaths occurring on or after January 1, 2009, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United

States Code), to the extent permitted by Code Section 414(u)(8), for benefit accrual and vesting purposes, the Participant will be treated as having returned to employment on the day before the death and as having terminated on the date of death. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 3.03. **"Credited Past Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer prior to the Participant's Enrollment Date which are treated as Credited Past Service under the Employer's Adoption Agreement for purposes of meeting the Plan's requirements for participation, vesting, retirement and death benefit eligibility, and/or or for purposes of computing the amount of benefits payable under the Plan, subject to any limitations established in the Basic Plan Document, Adoption Agreement or Addendum.

Section 3.04. **"Prior Governmental Service"** shall mean government service preceding the Eligible Employee's employment or reemployment date with the Adopting Employer, usually for an entity other than the Adopting Employer, which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement

Section 3.05. **"Prior Military Service"** shall mean Military Service not covered by Section 3.02 which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement.

Section 3.06. **"Service"** shall mean regular service rendered as an Eligible Employee of the Adopting Employer. Service may include absence from active employment with the Adopting Employer under conditions which are not treated by the Employer as a Termination of Employment, subject to Article IV concerning leaves of absence and any other conditions or

limitations specified in the Basic Plan Document, Adoption Agreement or Addendum. For those Employers who elect in the Adoption Agreement to include elected or appointed members of the Governing Authority or Municipal Legal Officers as Eligible Employees, Service also means any tenure of office held by an elected or appointed member of the Governing Authority or a Municipal Legal Officer, provided that such tenure of office does not include any calendar period during which any elected or appointed member of the Governing Authority or Municipal Legal Officer is also in the regular service of the Employer as an Eligible Employee in another capacity. No Participant may receive credit for more than one (1) year of Service in any twelve (12) month period.

Section 3.07. **"Total Credited Service"** shall mean the sum of the Participant's Current Credited Service, Credited Past Service, Prior Military Service, and Prior Governmental Service, as specified in this Article and covered per the Employer's Adoption Agreement, subject to any limitations imposed under the Basic Plan Document or the Employer's Adoption Agreement or Addendum. The term Total Credited Service includes any Service required to be included in Total Credited Service by USERRA, or any other applicable federal or state law. Full months of Total Credited Service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation. The Employer may specify in the Adoption Agreement a maximum number of years that may be included as Total Credited Service. If an Employer elects in its Adoption Agreement to require Employee Contributions, Total Credited Service shall not include any period of time for which the Employee is required but fails to make such Employee Contributions to the Plan. If a Participant has received a cash single sum payment of the present value of the Participant's Plan benefit pursuant to Section 7.05 of the Basic Plan Document upon or following termination with an Adopting Employer and

subsequently returns to Service with such Adopting Employer, the Participant's prior Credited Service with the Adopting Employer for which the cash single sum payment was paid shall be counted for purposes of meeting the Plan's requirements for participation, vesting, and retirement and death benefit eligibility but shall not be counted as Credited Service for purposes of benefit computation.

An Employee excluded from participation because of age shall receive credit for all Service as required by law.

ARTICLE IV.

ELIGIBILITY, QUALIFICATION AND PARTICIPATION

Section 4.01. Classes of Eligible Employees. The Employer shall designate in the Adoption Agreement the class(es) of Employees which are eligible to participate in the Plan. Provided, however, that if a person does not meet the definition of "Employee" contained in Article II, such person may not be included in any Eligible Employee class.

Section 4.02. Qualifications for Participation.

(a) Minimum Service Requirement. With respect to each class of Eligible Regular Employees, the Employer may specify in the Adoption Agreement a minimum number of work hours per week and/or a minimum number of work months per year which are required to be scheduled in order to establish and maintain the Employee's status as an Eligible Regular Employee. It shall be the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied. In determining whether said requirements are satisfied, the following rules shall apply:

(1) If an Employee is otherwise includable in an Eligible Regular Employee class but does not meet the minimum service requirements established by the Employer for said class pursuant to subsection (a) above, the Employee shall not be considered an

Eligible Employee, unless and until such requirements are satisfied. If an Eligible Regular Employee who has not yet become a Participant no longer meets said minimum service requirement but remains an Employee of the Employer, such Employee shall no longer be considered an Eligible Regular Employee, unless and until the Employee again satisfies the minimum requirement.

(2) No period of employment during which an Employee fails to satisfy the Employer's minimum service requirement and no leave of absence granted to such Employee shall be counted in determining whether any waiting period for participation established by the Employer pursuant to subsection (b) below has been satisfied. However, provided the Employee remains continuously employed by the Employer, such periods shall not be considered a break in Service under subsection (c)(1) below for purposes of satisfying said waiting period.

(b) Waiting Period. Effective January 1, 2015 with respect to Eligible Regular Employees in service with the Adopting Employer on or after said date, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, effective January 1, 2015, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan. Notwithstanding subsection 20.01(f) of the Basic Plan Document, in the event that an Adopting Employer has specified in an Addendum to the Adoption Agreement in effect immediately prior to January 1, 2015 that any class or classes of Eligible Employees shall be subject to a waiting period before participating in the Plan, such provision shall no longer be effective on or after January 1, 2015.

(c) Prior to January 1, 2015, unless otherwise specified by the Adopting Employer in an Addendum to the Adoption Agreement, Eligible Regular Employees were required to complete one (1) year of continuous, uninterrupted service with the Adopting Employer in order to commence participation in the Plan. In determining whether an applicable waiting period was satisfied, the following rules shall apply:

(1) Breaks in Service. If an Eligible Regular Employee has a break in service prior to satisfying the waiting period for participation and later becomes reemployed by the Adopting Employer, such Employee shall be required to again satisfy the waiting period in order to be eligible to participate in the Plan. Service rendered prior to said break in service shall not be taken into account in determining whether the waiting period has been satisfied.

(2) Employed on Effective Date; Waiting Period Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan and has completed a period of continuous, uninterrupted service as an Eligible Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be considered to have satisfied the waiting period and shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the Effective Date of the Plan.

(3) Employed on Effective Date; Waiting Period Not Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan but has not completed a period of continuous, uninterrupted service as an Eligible Regular Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be eligible to commence

participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(4) Employed After the Effective Date. If an Eligible Regular Employee is initially employed by the Adopting Employer after the Effective Date of the Plan, said Employee shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(5) Treatment of Leaves of Absence. For purposes of determining whether the waiting period for participation has been satisfied, service shall include any period of absence from employment which is required to be taken into account for such purpose under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to an Eligible Regular Employee by the Adopting Employer shall be counted as Credited Service for purposes of determining whether the waiting period for participation has been satisfied. However, unless otherwise required by law or unless the terms of the leave otherwise specify, if an Eligible Regular Employee on an authorized leave of absence fails to return to active employment or office upon expiration of the leave of absence, the Eligible Regular Employee shall be considered to have incurred a break in service for purposes of meeting the waiting period for participation as of the date preceding the approved leave period.

(6) Treatment of Service as an Ineligible Employee. If an Employee of the Adopting Employer who is not an Eligible Employee becomes an Eligible Regular Employee while remaining continuously employed by the Adopting Employer, said Eligible Employee shall become eligible to commence participation on the first day of the month immediately following or coinciding with the date the Employee meets the eligibility requirements for participation under this Article. For purposes of satisfying any waiting period imposed by the Adopting Employer, and unless otherwise specified in the Adoption Agreement, the Eligible Regular Employee's prior period of employment as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee provided that during said prior period of service as an Ineligible Employee, the Employee satisfied any minimum service requirement established by the Employer pursuant to Section 4.02(a). Unless otherwise specified in the Adoption Agreement, if an Eligible Regular Employee becomes an Ineligible Employee prior to satisfying the waiting period for participation in the Plan, said Employee's service as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee for purposes of satisfying said waiting period, provided that the Ineligible Employee satisfies the applicable minimum service requirements established for Eligible Employees pursuant to Section 4.02(a). However, in no event will an Ineligible Employee be permitted to become a Participant in the Plan unless and until said Employee has satisfied the waiting period and has again become an Eligible Employee. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees under paragraph (5) above.

(7) Prior Participation in Another GMEBS Plan. An Eligible Regular Employee who is hired after the Effective Date of the Plan shall be eligible to become a Participant on the first day of the month immediately following or coinciding with the date on which the Employee is employed by the Adopting Employer, regardless of any waiting period requirement established by the Employer, provided that: (i) said Employee's immediate prior employment was with another Adopting Employer in the GMEBS; (ii) said Employee was a Participant in the previous Adopting Employer's GMEBS retirement plan; and (iii) said Employee satisfies any minimum service requirement established by the Adopting Employer pursuant to Section 4.02(a) for the Employee's class.

Section 4.03. Establishing Participation in the Plan.

(a) Mandatory vs. Optional Participation. Participation in the Plan shall be considered mandatory for all classes of Eligible Employees unless, with respect to a particular class, the Employer specifies in the Adoption Agreement that participation is optional for members of said class.

(b) Mandatory Participation. If participation is mandatory for a class of Eligible Employees, then, except as otherwise provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan as of the date they are employed, provided that they satisfy the Adopting Employer's eligibility requirements for participation. With respect to Eligible Employees initially employed or reemployed prior to January 1, 2015, if participation is mandatory for a class of Eligible Employees, then except as provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan on the first day of the month immediately following or coinciding with the date they satisfy the applicable waiting

period and any other eligibility requirements for participation; provided, however, that any Eligible Employee who was employed prior to January 1, 2015, was subject to a waiting period before participating in the Plan, and had not satisfied such waiting period prior to January 1, 2015 shall commence participation in the Plan effective January 1, 2015. Eligible Employees shall provide to the Pension Committee on an Applicable Form such participation enrollment information as shall be required by the Pension Committee, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. Notwithstanding an Eligible Employee's failure to complete the Applicable Form, the Eligible Employee shall become a Participant as specified in the Adoption Agreement.

(c) Optional Participation. The Employer may specify in the Adoption Agreement that participation is optional for certain classes of Eligible Employees, including but not limited to Employees in the following categories: elected or appointed members of the Governing Authority, Municipal Legal Officers, City Manager, and Department Heads. If participation is optional for an Eligible Employee, then the Eligible Employee may elect to become a Participant at the Eligible Employee's option by filing with the Pension Committee, on an Applicable Form, such information as shall be required to enroll in the Plan, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. The election to participate must be made within 120 days after the later of: the date the Eligible Employee commences employment with the Adopting Employer, the date the Eligible Employee is elected or appointed to office, or the date participation in the Plan is first permitted for members of a class to which the Eligible Employee belongs. The election to participate shall be irrevocable, and the failure to make an election within the 120-day time limit specified above shall be deemed an irrevocable election not to participate in the Plan. If Employee contributions are required under the

Adopting Employer's Plan, then Eligible Employees who apply for participation within the 120 day period may be required to make retroactive contributions in order to receive credit under the Plan for creditable Service prior the date they apply to participate in the Plan.

(d) Participation in the Plan shall not give any Eligible Employee the right to be retained in the employ of the Adopting Employer nor, upon dismissal, to have any right or interest in the Trust Fund other than as herein provided.

(e) Notwithstanding anything in this Section 4.03 to the contrary, if within 120 days following the date on which an Employee is first employed or first takes office with an Adopting Employer, the Employee enters into a written agreement or employment contract with the Adopting Employer pursuant to which the Employee agrees that the Employee will not participate in the Plan, the Employee shall be ineligible to participate in the Plan regardless of whether the Employee otherwise satisfies the eligibility requirements for participation in the Plan. The Employer shall notify the Administrator if and when an Employee has entered into such an agreement with the Employer and provide such information to the Administrator as necessary to confirm the existence of said agreement. A subsequent change in the terms of said agreement will not make the Employee eligible to participate in the Plan unless the Adopting Employer amends its Adoption Agreement to specifically require participation by said Employee.

Section 4.04. Change in Employment Status.

(a) Transfer to Ineligible Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee, said Employee shall cease to accrue benefits under the Plan for any purpose and the Employee's interest under the Plan, if any, shall be only such as existed immediately before the Employee became an Ineligible Employee, unless and until the

Employee again becomes a Participant. In no event will the Employee's service or earnings as an Ineligible Employee be taken into account for purposes of meeting the Plan's minimum service requirements for vesting, retirement eligibility, death benefit eligibility, or for purposes of computing the amount of any benefit payable under the Plan. However, said period of service as an Ineligible Employee shall not be considered a break in Service under Section 4.06, provided the Ineligible Employee remains continuously employed by the Adopting Employer. If the Ineligible Employee does not again become a Participant prior to Retirement or Termination of Employment, the Employee's Vested Benefit, if any, shall be paid as provided in Article IX.

(b) Transfer Back to Eligible Status. If an Ineligible Employee described in subsection (a) above remains continuously employed by the Adopting Employer and has another change in employment status such that the Employee again becomes a Participant, the Employee shall thereafter be entitled to accrue benefits in accordance with the terms of the Plan as in effect as of the date of the subsequent change in employment status. In no event, however, shall such a Participant receive a greater benefit under the Plan than that which the Participant would have received had the Participant not had a change in employment status.

Section 4.05. Participant Leaves of Absence.

(a) USERRA, FMLA Leave – Notwithstanding any provision of this Plan to the contrary, if any period of absence is required to be counted under USERRA, the FMLA or any other applicable federal or state law as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, or for purposes of meeting the Plan's minimum service requirements for vesting, retirement or death benefit eligibility, then said period of absence shall be counted as such in accordance with and subject to the requirements of such law.

(b) Other Leaves of Absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to a Participant by the Adopting Employer will be counted as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and benefit eligibility. However, if the Participant does not return to active employment upon expiration of the authorized leave period, then subsection (c) shall apply.

(c) Failure to Return to Service. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment with the Employer upon expiration of a leave of absence, the Participant's interest under the Plan, if any, including the Participant's Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and any minimum service requirements for retirement or death benefit eligibility, will be limited to that accrued as of the date preceding the approved leave period.

(d) Unused Leave. The Adopting Employer may elect in the Adoption Agreement to credit certain unused leave at termination or retirement for which the Participant is not paid as Credited Service, subject to the terms and limits specified in the Basic Plan Document, Adoption Agreement or Addendum.

Section 4.06. Non-Vested Participant Breaks in Service.

Except as otherwise provided in the Adoption Agreement, this Section shall apply only to Participants who are Eligible Regular Employees. If a non-vested Participant experiences a break in service, the Participant's Current Credited Service shall not include any Service rendered

prior to the break in service, unless the Participant returns to employment with the Adopting Employer and performs the lesser of: service equal to the break in service, or service equal to one (1) year. The following limitations shall apply in administering the break in service rule:

(a) Absence of Less Than One (1) Year. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer within one (1) year after said termination, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(b) Interim Employment with Another GMEBS Employer. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer after having spent the interim period in the continuous employment of another Employer in the GMEBS, the Participant shall not be deemed to have incurred a break in Service. The time the Participant was absent may be taken into account for purposes of determining whether the Participant has met the minimum service requirements for vesting and retirement eligibility under the Adopting Employer's Plan, as provided by and subject to the provisions of Section 9.05 concerning portability. However, in no event shall the time the Participant was absent from the Adopting Employer be taken into account for the purpose of computing the amount of any benefit payable under the Adopting Employer's Plan.

(c) Treatment of Leaves of Absence. No leave of absence or other period of absence from employment shall be considered a break in Service if it is not permitted to be treated as such under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, any other authorized leave of absence granted to a Participant shall not be deemed a break in Service, provided the Participant

was regularly employed by the Employer immediately prior to the Participant's leave of absence and the Participant is reemployed by the Employer upon expiration of the leave of absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment upon expiration of the approved leave period, the Participant will be considered to have incurred a break in Service under this Section as of the date immediately preceding the approved leave period.

(d) Transfer to Ineligible Employee Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee pursuant to Section 4.04, the period of time spent as an Ineligible Employee shall not be considered a break in Service under this Section, provided the Participant remains employed by the Adopting Employer. Unless otherwise specified by the Adopting Employer, leaves of absence granted to an Ineligible Employee will not be considered a break in Service under this Section, provided the Ineligible Employee returns to active employment with the Employer upon expiration of the approved leave period and the requirements of subsection (c) are otherwise satisfied with respect to such leave of absence.

(e) Graduated Vesting. If the Adopting Employer has established a graduated vesting schedule in the Adoption Agreement, and a Participant who is partially vested Terminates Employment with the Adopting Employer and subsequently returns to employment with the Adopting Employer, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(f) Repeated Breaks in Service. If a non-vested Participant has a break in Service, returns to employment with the Adopting Employer, and experiences one or more additional

breaks in Service prior to satisfying the one (1) year Service requirement necessary to work off the initial break, then the Participant's Current Credited Service shall not include any Service rendered prior to the most recent break in Service, unless upon the Participant's return to employment with the Employer following the most recent break in Service the Participant performs Service for a period of at least one (1) year.

ARTICLE V.

RETIREMENT ELIGIBILITY

(a) The Retirement prerequisites of a Participant under this Plan are contingent upon the type of Retirement offered by the Employer in the Adoption Agreement and selected by the Participant: that is, Normal Retirement, Alternative Normal Retirement, Early Retirement, Late Retirement, or Disability Retirement, as applicable. The provision of an Alternative Normal Retirement benefit or the designation of an Alternative Normal Retirement Date in the Adoption Agreement shall not be construed to establish an Alternative Normal Retirement Age or Alternative Normal Retirement Date for purposes of the definition of Accrued Benefit under Section 2.01, for purposes of computing death benefits under Article VIII, or for purposes of applying the actuarial equivalent conversion provisions of Article XII. The minimum age and service requirements and other prerequisites associated with each type of Retirement for each class of Eligible Employees shall be as specified in the pertinent sections of the Adoption Agreement. Except as otherwise provided in the Basic Plan Document, Adoption Agreement or Addendum with respect to In-Service Distributions for those who remain in service after they qualify for Normal Retirement or Alternative Normal Retirement, receipt of Retirement benefits shall also be contingent upon Termination of Employment.

(b) Provided a Participant is otherwise eligible to receive a Retirement benefit under the Plan, Retirement is contingent upon the satisfactory completion of the Applicable Form provided for such purpose and the acceptance of the Applicable Form by the Pension Committee.

(c) Retirement applications shall be prepared and submitted at such time as to reach the office of GMEBS no earlier than ninety (90) days and no later than thirty (30) days prior to a Participant's effective Retirement Date. A Participant's effective Retirement date shall be the first day of the month coinciding with or following the date the Participant has satisfied all of the prerequisites for Retirement as specified in this Article V, and actually Retires.

ARTICLE VI.

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the Participant's lifetime. Normal Retirement benefits (not including Alternative Normal Retirement benefits or the In-Service Distribution of Normal or Alternative Normal Retirement benefits) shall be paid retroactively to the first day of the month following the month in which the Participant's Termination occurs (or, if the Participant's Termination occurs on the first of the month, the first day of the month in which the Participant's Termination occurs) or if later, the first day of the month in which the Participant's Normal Retirement Date occurs. The amount of the Monthly Retirement Benefit shall be determined based upon the applicable benefit formula specified in the Adoption Agreement and in effect at the Participant's Termination. If the Participant elects a form of benefit payment other than the standard form, the

amount of the Monthly Retirement Benefit will be adjusted in accordance with and subject to the terms of the option elected (see Section 7.01).

(b) No interest shall be paid on the retroactive payment of Normal Retirement benefits.

Section 6.02. Early Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Early Retirement Date and before the Participant's Normal Retirement Date or Alternative Normal Retirement Date, may receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant. The amount of such Monthly Retirement Benefit shall be computed in the same manner as for a Normal Retirement benefit, but reduced on an Actuarially Equivalent basis in accordance with the actuarial table contained in Section 12.01. An Adopting Employer may adopt in the Adoption Agreement an alternative early retirement actuarial reduction table for one or more classes of Eligible Employees, provided the adoption of such table satisfies the requirements of Code Section 401(a)(25).

(b) Provided the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who is otherwise eligible for an Early Retirement benefit may apply for and receive an Early Retirement benefit (i) while a Disability Retirement benefit determination is pending, or (ii) while waiting for an approved Disability Retirement benefit to commence. Upon a determination that the Participant is entitled to receive a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit (if greater), retroactive to the Disability Retirement Date, provided that the requirements of Section

6.04(b) relating to making application for retroactive payments of Disability Retirement benefits are met. If said requirements are not met but the Participant otherwise qualifies for a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit as of the first day of the month coinciding with or following the date that the Participant submits documentation sufficient to confirm the Participant's eligibility for a Disability Retirement benefit, as described in Section 6.04(c). However, no change in the form of benefit payment or designation of the Post-Retirement Beneficiary may be made, and no Post-Retirement Beneficiary may be named if one had not been previously named.

(c) Early Retirement benefits shall be paid retroactively to a date (first day of the month) designated on the Participant's retirement application, provided that such date may be no earlier than the later of: 1) four (4) full calendar months prior to the date of the Pension Committee Secretary's execution of the Participant's retirement application; or 2) the Participant's Early Retirement Date. No interest shall be paid on the retroactive payment of Early Retirement benefits.

Section 6.03. Late Retirement Benefit.

(a) A Participant may Retire from the active Service of the Adopting Employer on the first day of any month after the Participant's Normal Retirement Date, in which case the Participant shall receive a Late Retirement benefit. For purposes of this provision and except as otherwise provided in an Employer's Adoption Agreement or Addendum, a Participant will be treated as having Retired from the active service of the Adopting Employer if the Participant submits a GMEBS retirement application no later than thirty-one (31) days after the Participant's Termination of Employment and said application is approved by GMEBS. The Late Retirement benefit shall be calculated in the same manner as the Normal Retirement benefit. However, the

Employer may elect in the Adoption Agreement or Addendum thereto to provide for an increased Late Retirement benefit, in which case the Late Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit, but increased as provided in the Adoption Agreement or Addendum, as applicable.

Section 6.04. Disability Benefit.

(a) Where the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who becomes Disabled and Terminates Employment due to Disability and is otherwise entitled to receive a Disability Retirement benefit, shall receive such benefit in accordance with and subject to the requirements of this Section.

(b) Requirements for Payment as of Disability Retirement Date - Disability Retirement benefit payments shall be payable during a Participant's Disability as of the first day of the month coinciding with or next following, and may be paid retroactively to, the Participant's Disability Retirement Date, provided the following requirements are satisfied:

(1) Application for Disability Award Must Be Filed Within 1 Year After Termination — No later than one (1) year after the Participant's Termination of Employment due to Disability, the Participant must file an application for a federal Social Security Administration (SSA) disability award or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee; and

(2) GMEBS Retirement Application Form and Disability Award Must Be Submitted Within 1 Year of Termination, or if Later, Within 6 Months After Date of Disability Award; Proof of Application for Disability Award Before Expiration of 1 Year Following Termination Due to Disability —The Participant must submit the following to the Pension Committee Secretary within one (1) year after the Participant's Termination

of Employment due to Disability or within six (6) months after the date of such award or determination, whichever is later:

(i) the Participant's GMEBS Retirement Application Form;

(ii) the SSA Disability Award (or, if applicable under Section 2.23, the Pension Committee determination of Disability) reflecting a disability onset date on or before the Participant's Termination date; and

(iii) documentation the Administrator deems sufficient to establish that the Participant filed an application for a federal SSA disability award (or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee) before the expiration of one (1) year following Termination of employment due to Disability. Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(3) Special Rule in Case of Disability Award on Subsequent SSA Disability Application - In the event that a Participant's application for a SSA disability award is denied, the Participant must make any subsequent application for a SSA disability award within six (6) months following such denial becoming final, must allege in the subsequent SSA application a disability onset date that is on or before the Participant's Termination date, and where the Participant is subsequently granted a SSA disability award, the Participant must submit the following to the Pension Committee Secretary

within six (6) months after the date of such favorable award, or if later, one (1) year after the Participant's Termination of Employment:

(i) a GMEBS retirement application form;

(ii) the Participant's SSA disability award reflecting a disability onset date on or before the Participant's Termination date or reflecting a disability onset date that immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) but the Participant's actual Disability onset date was on or before the Participant's Termination date as provided under Section 2.23; and

(iii) documentation the Administrator deems sufficient to establish that within six (6) months after the SSA's denial of the Participant's initial application for a disability award, the Participant filed a subsequent application for a SSA disability award in accordance with this subsection 6.04(b)(3). Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(c) Prospective Payment Following Retirement Application — If the Participant who has Terminated Employment due to Disability is otherwise eligible to receive a Disability Retirement benefit and except as otherwise permitted under subsection 6.04(b) above with respect to payment of Disability Retirement benefits retroactive to the Participant's Disability Retirement Date, Disability Retirement benefits shall be payable as of the first day of the month

following or coinciding with the date of acceptance of the Participant's completed GMEBS retirement application form by the Pension Committee, provided such application includes: (1) a Social Security Administration (SSA) disability award reflecting a disability onset date on or before the Participant's Termination date; or (2) if applicable under Section 2.23, a Pension Committee determination of Disability reflecting a Disability onset date on or before the Participant's Termination date; or (3) where the Participant has received a SSA disability award in response to a subsequent SSA disability application as provided under Section 2.23, documentation which the Administrator deems sufficient to establish that the disability onset date reflected in the SSA disability award immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) and that the Participant's actual Disability onset date was on or before the Participant's Termination date. In no event shall Disability Retirement benefits be payable before the Participant's Disability Retirement Date.

(d) Amount of Disability Retirement Benefit - The amount of the monthly Disability Retirement benefit shall be determined as provided in the Adoption Agreement. The Adopting Employer may elect in the Adoption Agreement to specify another method for calculation of the benefit, and require an offset against the monthly Disability Retirement benefit for other types of payments received by the Participant. The Participant shall receive the monthly Disability Retirement benefit provided in this Section, or any other Monthly Retirement Benefit granted under the Plan for which the Participant is eligible if such benefit is greater than the aforesaid monthly Disability Retirement benefit. However, under no circumstances shall any Retired Participant be entitled at one time to more than one type of Retirement benefit granted under the Plan.

(e) No interest shall be paid on the retroactive payment of Disability benefits.

(f) Where an Employer has executed or executes a General Addendum to the Employer's Adoption Agreement which contains provisions on payment of Disability Retirement benefits that conflict with the procedures or time limitations established in this Section 6.04, said provisions of the General Addendum shall govern to the extent they conflict with this Section 6.04.

Section 6.05. Cost of Living Adjustment.

(a) An Employer may elect in the Adoption Agreement to provide for a variable annual cost-of-living adjustment in the amount of Monthly Retirement Benefits payable under the Plan to Participants or their Beneficiaries. In such event, the amount of benefits payable under the Plan shall be adjusted as provided in this Section, except as otherwise provided in the Employer's Adoption Agreement.

(b) The Current Average Cost-of-Living Index Figure as defined in Section 2.21 shall be ascertained as of the Adopting Employer's Adjustment Date in each year.

(c) Each Monthly Retirement Benefit then being received by Participants who terminate after the date specified in the Adoption Agreement and their Beneficiaries shall thereupon be adjusted as follows:

(1) Each Monthly Retirement Benefit shall be increased by the percentage that the Current Average Cost-of-Living Index Figure increased over each recipient's Cost-of-Living Base Figure, as defined in Section 2.17. If the Current Average Cost-of-Living Index Figure is less than the Cost-of-Living Base Figure, no reduction in the Monthly Retirement Benefit, shall be effected. Increased benefits are payable on the Adjustment Date.

(2) Notwithstanding the foregoing provisions, no increase in the amount of a Monthly Retirement Benefit due to changes in the Current Average Cost-of-Living Index Figure effective at any annual Adjustment Date shall be in excess of a certain percentage of the amount of the Monthly Retirement Benefit payable immediately prior to each Participant's or Beneficiary's applicable adjustment date. Said percentage limit shall be designated by the Employer in the Adoption Agreement.

(d) An Adopting Employer may implement one-time or ad-hoc cost-of-living adjustments by adopting an Addendum to the Adoption Agreement to effect said increase.

(e) In lieu of the variable cost-of-living adjustment referred to in subsections (a)-(c) above, the Employer may elect in the Adoption Agreement to provide for a fixed annual cost-of-living adjustment, subject to any limitations imposed by the Internal Revenue Code or regulations issued thereunder.

Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service.

(a) General Rules.

(1) Unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, a Participant shall be required to Terminate Employment with an Adopting Employer prior to commencing Early, Normal or Alternative Normal Retirement benefits under such Employer's GMEBS Plan. Likewise, unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, if a Retired Participant returns to service as an Eligible Employee with an Adopting Employer from whose Trust Fund the Retired Participant is receiving a Monthly

Retirement Benefit, said Monthly Retirement Benefit shall be suspended as of the date of said return to service.

(2) Re-Computation of Benefit in Case of Suspension. In any case where the payment of a Participant's Retirement benefit shall have been suspended, the Retirement benefit payable on the Participant's re-retirement (whether before or after the Participant's Normal Retirement Date) shall be the benefit computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of the Participant's subsequent re-retirement, but reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the Participant's previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's Re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's return to service with the Adopting Employer. A Retired Participant who is reemployed as an Eligible Employee shall not be authorized to change the form of benefit payment on the Participant's subsequent re-retirement, or to change the Post-Retirement Beneficiary, or to name a Post-Retirement Beneficiary if one had not been previously named. For the purposes of this Section, any such Participant's Credited Service subsequent to reemployment by the Employer as an Eligible Employee shall commence as of the date of the Participant's reemployment as an Eligible Employee.

(3) Minimum Age Parameters for In-Service Distribution. In order to commence or continue receiving Normal or Alternative Normal Retirement benefits without a Bona Fide Separation from Service, if permitted under the Employer's Plan, a Participant shall be required to satisfy the following minimum age and other requirements:

(A) For a Participant who is not a "public safety employee" at the time the Participant applies for Normal or Alternative Normal Retirement benefits (and a Participant who is a public safety employee at the time the Participant applies for Normal or Alternative Normal Retirement benefits unless subparagraph 6.06(a)(3)(B) below applies), the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution.

(B) For a Participant who is a "public safety employee" in the service of the Employer at the time the Participant applies for Normal or Alternative Normal Retirement benefits, the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution; provided, however, that if the Adopting Employer's Plan provides for a Normal Retirement Age or Alternative Normal Retirement Age which applies only to public safety employees and which is at least age fifty (50) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement), the Participant may receive an In-Service Distribution as long as the Participant is at least such age. For purposes of this subparagraph (B),

"public safety employees" are employees of the Adopting Employer who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Adopting Employer.

(C) Notwithstanding any provision to the contrary, effective for Employees hired during Plan Years beginning on or after the later of: January 1, 2017; or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the Plan will comply with the final Normal Retirement age regulations applicable to governmental plans established in Treas. Reg. 1.401(a) – 1, as amended.

(b) Exception to General Rule; In-Service Distribution for Eligible Employees; Continuation of Retirement Benefits Following Return to Service as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Absent Termination or Bona Fide Separation from Service Upon Qualifying for Normal Retirement. Notwithstanding the general rules described in subsection 6.06(a)(1), an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit In-Service Distribution to Participants (or certain classes of Participants) who have satisfied the eligibility requirements for Normal Retirement or Alternative Normal Retirement, as applicable, under the Adopting Employer's Plan while remaining Eligible Employees under the Plan, in accordance with and subject to the requirements of this paragraph. An Employer may elect in the Adoption Agreement or any Addendum thereto to permit Participants or certain classes of Participants who have (i) satisfied the qualifications for Normal Retirement or

Alternative Normal Retirement, as applicable, (ii) satisfied the minimum age parameters set forth in subparagraph 6.06(a)(3), and (iii) applied for such Retirement benefits on the Applicable Form to apply for and begin receiving their Retirement benefit as an In-Service Distribution while in service as an Eligible Employee even though they have not yet Terminated Employment with the Employer or to continue receiving Normal or Alternative Normal Retirement benefits following a return to Service as an Eligible Employee without first incurring a Bona Fide Separation from Service.

(2) Exception to General Rule; Continuing to Draw Early, Normal or Alternative Normal Retirement Benefits After Returning to Service as Eligible Employee Following a Bona Fide Separation from Service. Notwithstanding the requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any addendum thereto to permit Retired Participants or certain classes of Retired Participants who return to service as Eligible Employees following a Bona Fide Separation from Service to continue receiving Early, Normal or Alternative Normal Retirement benefits following such return to service, regardless of the Participant's age, in accordance with and subject to the following requirements:

(A) Reemployment as Eligible Employee after Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants to continue receiving Retirement benefits if they return to service with the Adopting Employer as an Eligible Employee on or after their Normal Retirement Date or

Alternative Normal Retirement Date, as applicable, and after a Bona Fide Separation from Service. If the Employer has made such an election in the Adoption Agreement or Addendum, then Retired Participants who are designated in the Adoption Agreement or Addendum as eligible to continue receiving Retirement benefits following their return to service as an Eligible Employee may continue to receive their Monthly Retirement Benefit if they return to service with the Adopting Employer as an Eligible Employee after a Bona Fide Separation from Service and on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable.

(B) Reemployment as Eligible Employee Before Normal Retirement Date.

(i) Suspension of Early Retirement Benefits until Normal Retirement Date; Recommencement of Benefits upon Attainment of Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to provide that, with respect to Retired Participants or certain classes of Retired Participants, if such a Retired Participant returns to Service as an Eligible Employee before the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), and after a Bona Fide Separation from Service, and remains employed until the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), the Participant may apply for and receive a Monthly Retirement Benefit on or after the Normal Retirement

Date (or Alternative Normal Retirement Date, as applicable), notwithstanding continued service with the Employer, provided that the Participant satisfies the minimum age parameters for an In-Service Distribution pursuant to Section 6.06(a)(3). Said Monthly Retirement Benefit shall be computed in accordance with this Article, based upon the Participant's Total Credited Service and Final Average Earnings, if applicable, through the date the Participant recommences receipt of a Monthly Retirement Benefit pursuant to this subsection. However, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, said Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefit payments received, determined as of the date the Participant recommences receipt of a Monthly Retirement Benefit, and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting Monthly Retirement Benefit be less than the Participant's benefit payable immediately prior to said suspension.

(ii) Exception to General Rule; Continuation of Early Retirement Benefits Upon Return to Service as Eligible Employee Following Bona Fide Separation from Service. Notwithstanding the

requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants who are receiving an Early Retirement benefit to continue receiving said benefit if they return to Service with the Employer after a Bona Fide Separation from Service as an Eligible Employee at any time on or after their Early Retirement Date but before their Normal Retirement Date (or Alternative Normal Retirement Date, as applicable). If the Employer has made such an election, and if a Retired Participant belongs to a class for which such continuation of benefit payments is permitted, then upon the Retired Participant's return to service with the Employer as an Eligible Employee after the Early Retirement Date and after a Bona Fide Separation from Service (or at least a six-month separation from Service, as applicable), the Retired Participant may continue to receive a Monthly Retirement Benefit during the period of reemployment.

(3) A Participant who receives an In-Service Distribution of Retirement benefits while serving as an Eligible Employee or who receives Retirement Benefits following a return to service as an Eligible Employee shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent termination of employment, or to name a Post-Retirement Beneficiary if one had not been previously named.

(4) With respect to Participants described in Section 6.06(b)(1) and (2) above, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon said Participants' subsequent termination of employment or vacation of office, as applicable, their Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of their aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such termination of employment or vacation of office, but it shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(c) Exception to General Rule; In-Service Distribution for Individuals Who Are Not Eligible Employees; Continuation of Retirement Benefits Following Return to Service in a Capacity Other Than as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Prior to Termination. Notwithstanding the general rule in Section 6.06(a)(1) and except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, regardless of whether an Employer elects to permit active Participants to receive In-Service Distributions while serving as Eligible Employees under the Plan pursuant to paragraph 6.06(b)(1) above, an individual who is in service with the Adopting Employer, who previously accrued a benefit as an Eligible Employee under the Plan but who is not currently an Eligible Employee under the Plan,

may commence receipt of Retirement benefits while still in service with the Adopting Employer provided that such individual (i) has satisfied the Adopting Employer's qualifications for Early Retirement, Normal Retirement or Alternative Normal Retirement; (ii) has satisfied the minimum age and other applicable requirements established in subparagraph 6.06(a)(3) above; and (iii) applies for such Retirement benefit on the Applicable Form.

(2) Continued Receipt of Retirement Benefits Upon Return to Service in a Capacity Other Than as an Eligible Employee. Except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, an Adopting Employer may engage any Retired Participant receiving benefits hereunder in a capacity other than as an Eligible Employee and such engagement shall not terminate or suspend such benefits. Effective with respect to Retired Participants who return to service in a capacity other than as an Eligible Employee, in order to continue receiving benefits after returning to service, the Retired Participant (i) must have had a Bona Fide Separation from Service prior to returning to service in a capacity other than as an Eligible Employee under the Plan; or (ii) must satisfy the minimum age parameters established in subparagraph 6.06(a)(3) above.

(3) An individual who receives Retirement benefits while in the service of the Adopting Employer pursuant to paragraphs 6.06(c)(1) and (2) above shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent Termination of Employment, or to name a Post-Retirement Beneficiary if one had not been previously named. An individual who commences or continues receiving benefits while in the service of the Adopting

Employer in a capacity other than as an Eligible Employee pursuant to paragraph 6.06(c)(1) or 6.06(c)(2) shall not accrue benefits or service credit for any purpose under the Plan during the individual's period of continued service with the Adopting Employer during which the individual is not an Eligible Employee.

(4) In the event that an individual described in paragraph 6.06(c)(1) or (2) subsequently becomes an Eligible Employee under the Plan, the provisions applicable to In-Service Distribution to Eligible Employees or to Retired Participants who return to Service with the Adopting Employer as an Eligible Employee, as applicable, under subsection 6.06(b) above and the Adopting Employer's Adoption Agreement or Addendum shall apply with respect to such individual. Except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon such a Participant's subsequent Termination of Employment or vacation of office, as applicable, the Participant's Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such Termination of Employment or vacation of office. However, this Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(d) Death in Service After Retirement. If a Retired Participant who returns to service with an Adopting Employer as an Eligible Employee or an active Participant commences Retirement benefits while remaining in service as an Eligible Employee and dies during the period of continuous employment or during the period of reemployment, as applicable, and before re-retirement, then the Participant's Post-Retirement Beneficiary, if any, shall be entitled to receive the monthly post-retirement survivor benefit payable, if any, taking into account any additional Credited Service accrued prior to the date of the Participant's death in-service. Such post-retirement survivor benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said Participant's death. In no event shall the resulting post-retirement survivor benefit (after any actuarial reduction provided for in the preceding sentence) be less than the benefit that would have been payable to such Post-Retirement Beneficiary had the Participant not been employed as an Eligible Employee on or after the Participant's Retirement Date. This provision shall not be interpreted to permit payment to a Pre-Retirement Beneficiary in the event of a Retired Participant's death during reemployment.

(e) Suspension of Disability Benefits.

(1) Any Disability Retirement Benefit payable under the Plan to any Participant shall be suspended as of the first day of the month coinciding with or following the date the Participant's Disability ceases. A Participant's Disability shall be considered to have ceased upon the earliest of the following dates: (1) with respect to Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the date as of which the Social Security Administration determines that the Participant is no longer disabled; or (2) with

respect to Participants whose entitlement to a Disability benefit is based upon a determination by the Pension Committee, the date as of which the Pension Committee determines that the Participant is no longer disabled as defined under Code Section 72(m), based upon an examination by a physician chosen by the Pension Committee. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Participant shall be required to notify the Pension Committee Secretary within sixty (60) days after the Participant receives notice that the Social Security Administration has determined that the Participant is no longer disabled. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Pension Committee shall have the right to require the Participant to prove at any time, as a condition for continued receipt of Disability benefits under the Plan, continued eligibility for receipt of disability insurance benefits under the Federal Social Security Act, as amended. With respect to Participants whose entitlement to a Disability benefit is based upon a determination of Disability by the Pension Committee, the Pension Committee shall have the right to require, as a condition for continued receipt of Disability benefits, that the Participant be examined at any time by a physician chosen by the Pension Committee. In the event that any Participant fails or refuses to submit to a physical examination or to obtain and provide other information requested by the Pension Committee to confirm continuation of a Disability, then the Participant's Disability benefits shall be suspended as of the first day of the month following expiration of the ninety (90) day period following the Pension Committee's request for such examination or information, unless the Pension Committee

determines in its discretion that the failure to comply within ninety (90) days was due to circumstances beyond the Participant's control, in which case the ninety (90) day time limit may be extended by the Pension Committee and suspension may be deferred as determined by the Pension Committee.

(2) Notwithstanding any provision of this subsection 6.06(e) to the contrary, and except as otherwise provided in an Employer's Adoption Agreement or Addendum thereto, in the event that a Participant, who shall have retired or been retired for Disability, returns to service as an Eligible Regular Employee or becomes an Eligible Regular Employee of said Employer, the Participant's Disability Retirement benefit shall be suspended as of the date of such return to or commencement of service as an Eligible Regular Employee.

(3) Nothing in paragraph 6.06(e)(2) shall be construed to require the suspension of a Participant's Disability Retirement benefit upon the Participant's return to service as an elected or appointed member of the Governing Authority after the commencement of such benefit unless and until the Participant is determined to no longer have a Disability, or unless suspension of a Participant's Disability Retirement benefits is otherwise required under subparagraph 6.06(e)(1).

(f) Suspension of Disability Benefit; Right to Other Benefits.

(1) In any case where the payment of a Participant's Disability Retirement benefit is suspended, regardless of whether the Participant returns to service with the Employer, the period of absence from employment due to such Disability shall not be counted as Credited Service. Any Participant who shall have Retired or been Retired for Disability and who has been or shall be subsequently declared ineligible for a Disability

Retirement benefit because of the cessation of said Disability, or as otherwise provided pursuant to subsection 6.06(e) above, shall have a right to any benefit afforded under any other provision of this Plan to which the Participant or the Participant's beneficiary might otherwise be entitled. In such case, any Disability Retirement payments made prior to the required suspension date shall be retained by the Retiree and disregarded in computing any other benefit payable under the Plan.

(2) Notwithstanding the foregoing, nothing herein shall be construed to allow a Retired Participant who shall have Retired or been Retired due to Disability, who returns to service with the Employer, and who subsequently re-retires to elect a different benefit payment form or name a new post-retirement beneficiary upon re-retirement.

(3) Unless otherwise provided in an Employer's Adoption Agreement or in an Addendum thereto, in the event that a Retired Participant who is receiving a Disability Retirement benefit returns to service as an elected or appointed member of the Governing Authority, and the Participant's Disability Retirement benefit is not suspended, any Disability Retirement payments made prior to the Participant's return to service or during such period(s) of service as an elected or appointed member of the Governing Authority following such return shall be retained by the Participant and disregarded in computing any other benefit payable under the Plan upon the Participant's subsequent vacation of office.

ARTICLE VII.

OPTIONAL FORMS OF RETIREMENT INCOME

Section 7.01. Standard Benefit Payment Form; Other Payment Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, a Participant may elect, or may revoke a previous election and make a new election, at any time prior to the

Participant's effective Retirement Date, to have Retirement benefits payable under the standard benefit payment option or under one of the other benefit payment options set forth in Section 7.03. The standard benefit payment option is a monthly retirement benefit payable to the Participant during the Participant's lifetime only. At the death of the Participant all payments will cease and no further benefits will be payable to the estate of the Participant or other persons, except as otherwise provided in Subsection 8.12(b). The standard benefit payment form is referred to in the Basic Plan Document as Option A. The benefit shall be paid in accordance with and subject to the terms of the benefit payment option elected. Election of any option shall be made by the Participant in writing on the Applicable Form, and shall be subject to approval by GMEBS.

Section 7.02. Designation of Post-Retirement Beneficiary. With respect to retirement applications received by GMEBS on or after July 1, 2011, if the Participant elects Option B (Joint and Survivor Option with Pop-Up) or Option C (Period Certain and Life Option.) in Section 7.03, the Participant shall designate a Post-Retirement Beneficiary to receive a survivor benefit in accordance with and subject to the terms of such Option. Designation of a Post-Retirement Beneficiary may be revoked or changed by the Participant by submitting a new completed Retirement Application at any time prior to the Participant's effective Retirement date. Only the last such designation of a Post-Retirement Beneficiary shall have effect, and any new designation of a Post-Retirement Beneficiary shall invalidate, supersede, and revoke any prior designation.

Section 7.03. Description of Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, the amount of any optional benefit set forth below shall be the Actuarial Equivalent of the amount of the standard benefit that would otherwise be

payable to the Participant under Section 7.01 (monthly retirement benefit payable to the Participant during the Participant's lifetime only, referred to as "OPTION A").

(a) OPTION B: Joint and Survivor Option with Pop-Up. A retirement benefit computed and paid in the same manner as Option A above, but with a decrease in the retirement benefit to account for the survivor benefit and the pop-up benefit provided under this Option B. If the Participant elects Option B, then the Participant will receive a decreased retirement benefit which shall be payable during the lifetime of the Participant. If the Participant's designated Post-Retirement Beneficiary should survive the Participant (except as provided in subsections (1) and (2) below with respect to the Post-Retirement Beneficiary's death before the Participant or the divorce of the Participant and Post-Retirement Beneficiary) the benefit shall continue to be paid to the Post-Retirement Beneficiary after the Participant's death during the lifetime of the Post-Retirement Beneficiary in the same amount (100%) or in such smaller amount (75%, 50%, or 25%), as the Participant has designated on the retirement application. This option shall be known as Option B. The Participant's retirement benefit under Option B shall be calculated in accordance with Section 12.02(a) or Section 12.02(b), whichever is applicable.

(1) Death of Post-Retirement Beneficiary Before Participant — In the event that the Participant's Post-Retirement Beneficiary dies before the Participant and after Retirement benefit payments have commenced, and provided the Participant furnishes GMEBS with proper proof of the Beneficiary's death within one (1) year after such death, the requirement for a reduction in the Participant's monthly retirement benefit on account of the Participant's election of Option B shall no longer apply (resulting in an increase, or "pop-up", in the Participant's monthly retirement benefit), effective as of the first day of the month following the Post-Retirement Beneficiary's death. Effective with respect to

monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit shall be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI, had the Participant elected Option A. However, if the Participant fails to furnish the Plan with proper proof of the Post-Retirement Beneficiary's death within the one (1) year period referred to above, then said change in monthly retirement benefit shall not become effective until the first day of the month following the date such proof is submitted to GMEBS. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons.

(2) Divorce of Participant and Post-Retirement Beneficiary—If the Participant designates the Participant's Spouse as Post-Retirement Beneficiary and provides GMEBS with proof that GMEBS in its sole discretion deems sufficient to establish that the Post-Retirement Beneficiary is the Participant's Spouse as of the Participant's effective retirement date, and if the Participant and the Post-Retirement Beneficiary become divorced after retirement benefit payments have commenced, then the Participant is permitted but not required to request a "pop-up" in the Participant's monthly retirement benefit, in accordance with and subject to the requirements of this subsection (2). A Participant who requests a pop-up pursuant to this subsection (2) will be bound by the provisions of this subsection and any other terms and conditions for receipt of said pop-up as set forth in an Applicable Form provided by GMEBS for such purpose. Such Participant shall furnish proof to GMEBS which GMEBS in its sole discretion deems sufficient to confirm the Participant's divorce from the Post-Retirement Beneficiary and

the Participant's eligibility for the pop-up benefit provided herein, which may include but may not be limited to a court-certified copy of a valid divorce decree. In the event that the conditions of this subsection (2) are satisfied, the requirement for a reduction in the Participant's monthly retirement benefit on account of the election of Option B will no longer apply; provided, however, that GMEBS may deny the Participant's application for the pop-up in the event that GMEBS, in its sole discretion, determines that such denial is prudent or necessary based on the terms of the applicable divorce decree. Any change in the monthly retirement benefit resulting from the pop-up, if approved by GMEBS, will be effective as of the first day of the month following GMEBS' receipt of said Applicable Form completed by the Participant, and after GMEBS' receipt of said proof evidencing divorce. Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit will be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI had the Participant elected Option A. On and after said date, the Participant's Post-Retirement Beneficiary will not be eligible to receive any survivor benefits following the Participant's death, notwithstanding any prior designation made by the Participant or the later remarriage of the Participant and the Post-Retirement Beneficiary. All payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons. This provision shall not be construed to permit a Participant to change the form of benefit payment, to change the Post-Retirement Beneficiary after the Participant's effective Retirement date, or to name a new Post-Retirement Beneficiary following the Participant's divorce from the Post-Retirement Beneficiary. Nor shall this provision be construed to require or permit payment of all or

a portion of a Participant's retirement benefit to a former spouse pursuant to a domestic relations order.

(b) OPTION C: Period Certain and Life Option. A decreased benefit payable monthly to the Participant during the Participant's lifetime and, in the event of the Participant's death within a period of specified years, either five (5), ten (10), fifteen (15), or twenty (20) years after benefit commencement, the same monthly amount shall be payable for the balance of such period to the Post-Retirement Beneficiary designated by the Participant. If the Post-Retirement Beneficiary survives the Participant but dies before the end of such period, any unpaid monthly amounts that would have otherwise been payable to the Post-Retirement Beneficiary for the remainder of said period following the Post-Retirement Beneficiary's death shall be paid to the Post-Retirement Beneficiary's estate. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons except as provided in Article VIII. This option shall be known as Option C. The Retirement benefit under Option C shall be calculated in accordance with Section 12.03.

Section 7.04. Cancellation of Election. The election by a Participant of any option in this Article VII shall be null and void if either the Participant or the Participant's designated Post-Retirement Beneficiary dies before the Participant's effective Retirement date.

Section 7.05. Rule for Small Benefits.

(a) Effective January 1, 2002, the present value of a Plan benefit shall be distributed in a cash single sum payment to the Participant, Terminated Vested Participant, or Pre-Retirement Beneficiary, as applicable, if the present value of said Plan benefit payable to the

recipient does not exceed Five Thousand Dollars ($5,000) on the date of distribution. The present value of said Plan benefit shall be determined in accordance with Article XII.

(b) Effective for distributions commencing on or after March 28, 2005, if a distribution to be made under subsection (a) is greater than One Thousand Dollars ($1,000), is an eligible rollover distribution, and the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(c) Notwithstanding the provisions of subsections (a) and (b), effective on and after July 1, 2007, no distribution will be made under this Section unless and until the recipient of the distribution makes an election to either have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or to receive the distribution directly in cash.

Section 7.06. Distributions.

(a) Distributions payable as of any date shall be made on or as soon as administratively feasible after that date.

(b) In a contributory plan, interest shall be paid on any refund of employee contributions only as specified in the Adoption Agreement.

Section 7.07. Compliance with Internal Revenue Section 401(a)(9). All distributions shall be made in compliance with Article X.

Section 7.08. Compliance with Internal Revenue Section 415. All benefit options must comply with the limitations of Code Section 415, pursuant to Article XI and as applicable to governmental plans.

ARTICLE VIII.

DEATH BENEFITS

Section 8.01. Death in Service Prior to Retirement. In the event a Participant's employment or term of office is Terminated by reason of death prior to Retirement, there shall be paid to the Pre-Retirement Beneficiary the in-service death benefit elected by the Employer in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided under this Article.

Section 8.02. Actuarial Reserve In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum service and other eligibility requirements a Participant must satisfy in order to be entitled to receive such benefit. Provided a Participant satisfies such requirements, then in the event the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.07(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit. In calculating the Normal Retirement benefit under the provisions of this Section, the following assumptions shall be used:

(a) The Participant's age at the time of death is equal to the Normal Retirement Age as specified by the Employer in the Adoption Agreement, or the Participant's attained age if said attained age is greater than the Normal Retirement Age; and

(b) The Participant's Total Credited Service shall include the amount of Total Credited Service accrued prior to the date of the Participant's death. The Employer may elect in the Adoption Agreement to include additional imputed Credited Service in the calculation, but in

no event shall the amount of Total Credited Service used in the calculation exceed the sum of actual service performed plus ten (10) calendar years. The death benefit under this Section shall be calculated using the factors contained in Section 12.04.

(c) With respect to those Adopting Employers who have elected in their Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit, an Eligible Regular Employee must have at least one (1) year of Credited Service with the Adopting Employer to be eligible for the Actuarial Reserve In-Service Death Benefit; provided, however, that this one (1) year minimum shall not apply with respect to an Eligible Regular Employee whose immediate prior employment was with another GMEBS Adopting Employer and who had at least one (1) year of Credited Service with such prior GMEBS Adopting Employer. The one (1) year minimum and the exceptions thereto described in this subsection 8.02(c) shall not supersede eligibility conditions specified in an Adopting Employer's Adoption Agreement or Addendum thereto which specify a requirement of more or less than one (1) year of Credited Service with the Adopting Employer and/or other minimum age or service requirements that are inconsistent with this Section 8.02 to be eligible for the Actuarial Reserve In-Service Death Benefit. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum thereto, elected or appointed members of the Governing Authority shall not be subject to a minimum Service requirement to be eligible for the Actuarial Reserve In-Service Death Benefit.

Section 8.03. Auto A In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Auto A in-service death benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Participant must satisfy in order to be entitled to such benefit. Provided a Participant satisfies such requirements, then in the event that

the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.06(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit, as follows:

(a) Monthly Death Benefit Payable to Spouse. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is the Participant's Spouse, then the lifetime monthly death benefit payable to said Spouse shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death. Alternatively, the Spouse may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as defined in the Employer's Adoption Agreement. A Spouse shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is not the Spouse of the Participant, then the lifetime monthly death benefit payable to said Beneficiary shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death.

(b) Computation of Monthly Death Benefits. Benefits under this Section shall be computed as of the date of the Participant's death, based upon the applicable benefit formula in effect on said date, as follows:

(1) Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-

Retirement Beneficiary before the Participant would have attained Early Retirement Age, then the monthly death benefit payable to said beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Participant, assuming the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until Normal Retirement Age as defined in the Adoption Agreement; and (iii) elected to retire upon attaining Normal Retirement Age with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(2) Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement and a Spouse who is eligible to receive the in-service death benefit hereunder defers payment until a date which is on or after the date the Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse Beneficiary's selected benefit commencement date; and, (iii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(3) Participant Death After Early Retirement Age; Payment Upon Death. If the Participant dies after attaining Early Retirement Age as defined in the Employer's

Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary on the first day of the month coinciding with or immediately following the date of the Participant's death, then the monthly death benefit payable to said Pre-Retirement Beneficiary shall be the monthly benefit that would have otherwise been payable to the Participant, assuming the Participant: (i) retired on the date of death, and (ii) elected the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(4) Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if a Spouse who is eligible to receive the Auto A in-service death benefit hereunder defers payment in accordance with this Section, then the monthly benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse beneficiary's selected commencement date, and (ii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

Section 8.04. Designation of Beneficiary. Unless otherwise provided in the Adoption Agreement or an Addendum thereto, a Participant may designate, on an Applicable Form provided for that purpose, one person as Primary Pre-Retirement Beneficiary. If the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement and if as of the date of the Participant's death the Participant has

satisfied the minimum service and other eligibility requirements to be entitled to an in-service pre-retirement death benefit, said Primary Pre-Retirement Beneficiary shall receive the monthly pre-retirement death benefit elected by the Employer in the Adoption Agreement, provided the Primary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days in accordance with O.C.G.A. § 47-1-15 (a copy of which is included in the Appendix hereto). The Participant may additionally designate, on an Applicable Form provided for that purpose, one person as Secondary Pre-Retirement Beneficiary. The monthly death benefit otherwise payable to the Primary Pre-Retirement Beneficiary hereunder shall be payable to the Participant's designated Secondary Pre-Retirement Beneficiary in the event that: (1) the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement; (2) the Primary Pre-Retirement Beneficiary does not survive the Participant by at least thirty-two (32) days; and (3) the Secondary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days.

Section 8.05. Change of Beneficiary. Designation of a Primary or Secondary Pre-Retirement Beneficiary may be changed by the Participant in writing on an Applicable Form provided for that purpose at any time prior to Retirement. Only the last such designation prior to Retirement shall have effect and any new designation of a Primary or Secondary Pre-Retirement Beneficiary invalidates, supersedes, and revokes any prior designation.

Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or

Secondary Pre-Retirement Beneficiary to whom the Auto A in-service pre-retirement death benefit is payable under this Article, then the Auto A in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection. In such case, the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the Auto A in-service death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had Terminated Employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of said benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the death benefit is payable, then the Actuarial Reserve in-service pre-retirement death benefit shall be paid to the Participant's

surviving Spouse in accordance with this Section, in which case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit is payable, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of benefits under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.08. Terminated Vested Death Benefits. If the Employer elects in the Adoption Agreement to provide a death benefit for Terminated Vested Participants or for certain classes of Terminated Vested Participants, then in the event such a Terminated Vested Participant dies before the effective Retirement Date, there shall be paid to the Pre-Retirement Beneficiary the terminated vested death benefit specified in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided in this Article. Notwithstanding any provision to the contrary, effective October 1, 2016, an Adopting Employer that had not previously elected in its Adoption Agreement or Addendum thereto to provide a Terminated Vested death benefit to one or more classes of Participants shall be deemed to have elected by default to provide the Terminated Vested Auto A Death Benefit to such class or classes of Participants who terminate employment on or after such date.

Section 8.09. Terminated Vested Auto A Death Benefit. The Employer may elect in the Adoption Agreement to provide the Auto A Death Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to said Participant's effective Retirement date, the Participant's Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this Section. If the Terminated Vested Participant's Pre-Retirement Beneficiary is the Terminated Vested Participant's Spouse, then the lifetime monthly death benefit payable to the Spouse Beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Alternatively, the Spouse Beneficiary may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as determined under the Employer's Adoption Agreement. A Spouse designated as beneficiary shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary is not the Spouse of the Terminated Vested Participant, then the lifetime monthly death benefit payable to the beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Benefits under this Section shall be computed as follows:

(a) Terminated Vested Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary before the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant survived until Normal Retirement Age; and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(b) Terminated Vested Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement and a Spouse designated as beneficiary defers payment until a date which is on or after the date the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected benefit commencement date; and, (ii) the Terminated Vested Participant elected on such date to retire with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(c) Terminated Vested Participant Death After Early Retirement Age; Payment Upon Death. If the Terminated Vested Participant dies after attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death, then the monthly death benefit payable to the beneficiary shall be the monthly benefit that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant retired on the date of death, and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(d) Terminated Vested Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Terminated Vested Participant dies after attaining Early Retirement Age, and if a Spouse designated as beneficiary defers payment in accordance with this Section, then the monthly benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected commencement date, and (ii) the Terminated Vested Participant elected to retire on such date with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(e) Auto A Terminated Vested Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-

Retirement Beneficiary to whom the terminated vested Auto A death benefit is payable under this Article, then said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section 8.09(e), the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the terminated vested Auto A death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefit under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(f) Calculation of Benefits. Benefits under this Section shall be calculated taking into account only the Participant's Total Credited Service and Final Average Earnings (where applicable) as of the date of the Participant's Termination of Employment with Adopting Employer, and the applicable benefit formula in effect on the date of said Termination.

Section 8.10. Accrued Retirement Benefit.

An Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate the minimum service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated

Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Vested Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom said pre-retirement death benefit is payable, said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom the benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefits under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary. The Primary and Secondary Pre-Retirement Beneficiary designated by the Participant to receive in-service death benefits under Section 8.04 shall automatically be considered the Participant's Primary and Secondary Pre-Retirement Beneficiary for purposes of payment of terminated vested pre-retirement death benefits, if any, under the Employer's Plan. If the Participant changes said beneficiary designation in accordance with Section 8.05, the Participant's designation under this Section shall be considered changed as well to reflect the new designation. In the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a terminated vested pre-retirement death benefit is payable upon the Participant's death, then the terminated vested pre-retirement death benefit otherwise payable, if any, shall be paid to the Participant's surviving Spouse in accordance with and subject to the applicable provisions of this Article, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom a death benefit is payable, the death benefit shall be payable to the Participant's estate in accordance with and subject to the applicable provisions of this Article.

Section 8.12. Participant Death After Retirement Benefit Commencement. With respect to retirement applications received by GMEBS on or after July 1, 2011, upon the death of a Retired Participant subsequent to Retirement, there shall be payable to the Participant's designated Post-Retirement Beneficiary, a benefit to be determined as follows:

(a) If the Participant has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, or if the Participant has

elected a form of payment that does permit such designation (Option B or C) and the Participant's designated Post-Retirement Beneficiary does not survive the Participant, no further payment of any kind whatsoever shall be made at the death of the Participant, except as provided in subsection (b) below.

(b) Except as otherwise provided in an Addendum to the Adopting Employer's Adoption Agreement, in the event that a Retired Participant who has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, dies after Retirement benefit payments have commenced but before the Retired Participant has received at least thirty-six (36) monthly Retirement benefit payments, a one-time lump sum death benefit shall become payable which shall be equal to the amount of the Participant's initial Retirement benefit (determined as of the date such monthly Retirement benefit commenced) multiplied by thirty-six (36); provided, however, that the total amount of such lump-sum death benefit shall be reduced by the aggregate amount of Retirement benefits paid to such Retired Participant. The one-time lump sum death benefit shall be payable to the Retired Participant's surviving Spouse. In such case, the Participant's surviving Spouse shall be considered the designated beneficiary under the Plan for purposes of this subsection (b). In the event that: (1) such Retired Participant does not have a Spouse at the time of the Retired Participant's death; or (2) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not survive the Retired Participant by at least thirty-two (32) days; or (3) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not within six (6) months following the Retired Participant's death provide the Administrator with documentation which the Administrator deems sufficient to verify that she said individual was the Retired Participant's Spouse at the time

of the Retired Participant's death, the lump-sum death benefit described in this subsection 8.12(b) shall be paid to the estate of the Retired Participant. The lump sum death benefit described in this subsection 8.12(b) shall not be considered part of the standard benefit payment form (Option A) for purposes of determining actuarial equivalence. The lump sum death benefit paid pursuant to this subsection 8.12(b) shall be included in determining the sum of all benefits paid to the Participant for purposes of determining the amount of any refund of Employee Contributions payable under Section 13.06. For purposes of this subsection, the term "surviving" shall mean surviving the Retired Participant by at least thirty-two (32) days.

(c) If the Participant has elected a form of payment that permits designation of a Post-Retirement Beneficiary (Option B or C) as provided in Article VII, and the Participant's designated Post-Retirement Beneficiary survives him, benefits shall be payable to the Post-Retirement Beneficiary as provided by the option elected, commencing the month following the Participant's last benefit payment month.

ARTICLE IX.

TERMINATION BEFORE RETIREMENT; VESTING

Section 9.01. Vesting Requirement for Deferred Retirement Benefit. An Employer may establish different vesting requirements for different classes of Eligible Employees in the Adoption Agreement. A Participant whose employment is terminated for any reason other than death or Retirement shall be entitled to a Vested right in the Accrued Benefit only if the Participant meets the Qualifications for a deferred Vested Retirement benefit specified in the Adoption Agreement. Payment of such Vested Retirement Benefit shall commence on the first day of the month in which the effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant, unless the Participant elects an optional form of benefit payment under Article VII. The amount of such Monthly Retirement

Benefit shall be computed in the manner prescribed for Normal or Early Retirement in Article VI, as applicable, but based upon the Participant's Final Average Earnings (if applicable) and Total Credited Service up to the Participant's date of Termination of Employment with the Adopting Employer. Unless otherwise provided in the Adoption Agreement or in an Addendum thereto, in the event that an Eligible Regular Employee terminates employment with an Adopting Employer and returns to service with such Adopting Employer as an elected or appointed member of the Governing Authority, the portion of the monthly benefit attributable to Credited Service as an Eligible Regular Employee shall be computed based upon Credited Service as an Eligible Regular Employee and the benefit formula in effect as of the latest termination of employment as an Eligible Regular Employee. Likewise, in the event that an elected or appointed member of the Governing Authority vacates such office and returns to service with the Adopting Employer as an Eligible Regular Employee, the portion of the monthly benefit attributable to Credited Service as an elected or appointed member of the Governing Authority shall be computed based upon Credited Service as an elected or appointed member of the Governing Authority and the benefit formula in effect as of such individual's latest vacation of such office. Notwithstanding any other provision of the Plan to the contrary, if a Participant has satisfied the requirements for Normal Retirement as of the Participant's date of Termination, the Participant shall be one hundred percent (100%) Vested in the Normal Retirement benefit.

Section 9.02. Termination of Tenure of Office Before Retirement. Unless otherwise specified by the Employer in the Adoption Agreement, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer, and who vacates office for any reason other than death or Retirement shall be entitled to a Vested right in the portion of said Participant's Accrued Benefit attributable to the Participant's Credited Service as

an elected or appointed member of the Governing Authority only if said Participant meets the qualifications for a deferred Vested benefit applicable to elected or appointed members of the Governing Authority and Municipal Legal Officers as specified in the Adoption Agreement. Unless otherwise specified in the Employer's Adoption Agreement or Addendum thereto, if a Participant has Credited Service both as an elected or appointed member of the Governing Authority or a Municipal Legal Officer and as an Eligible Regular Employee of the Adopting Employer, the Participant's combined Total Credited Service shall be taken into account in determining whether the Participant has satisfied the minimum service requirements for vesting under the Plan and the minimum service requirements for benefit eligibility under the Plan that are applicable to Eligible Regular Employees, Municipal Legal Officers, and/or elected or appointed members of the Governing Authority, as applicable.

Section 9.03. Immediate Vesting in Disability Retirement Benefit. If the Employer elects in the Adoption Agreement to provide Disability benefits, and unless otherwise specified in the Adoption Agreement, a Participant who is Disabled and otherwise meets the Plan's eligibility requirements for payment of a Disability Retirement Benefit shall be considered 100% Vested in such benefit.

Section 9.04. Involuntary Termination Without Cause. Notwithstanding any more restrictive vesting requirement imposed by the Employer in the Adoption Agreement, a Participant whose employment is terminated involuntarily and without cause shall be entitled to a one hundred percent (100%) Vested Benefit if said Participant has completed five (5) years of Total Credited Service. For the purpose of this condition, "cause" for dismissal shall mean negligence or inefficiency in performing the duties of the position held, unfitness to perform

assigned duties, insubordination, or misconduct reflecting discredit on the Adopting Employer or upon the Governing Authority.

Section 9.05. Portability between Adopting Employers.

(a) This Section applies to a Participant, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, whose employment is terminated either voluntarily or involuntarily after participation in the Plan, provided that with respect to a Participant who terminates employment on or after January 1, 2015, such Participant has at least one (1) year of Credited Service with the Employer. This one (1) year minimum shall not apply with respect to a Participant,

(1) whose immediate prior employment was with another GMEBS Employer, and under whose Plan in effect prior to January 1, 2015, the Participant was subject to a waiting period and the Participant had satisfied such waiting period prior to the Participant's Termination of Employment with such prior GMEBS Employer, or

(2) (A) who is not described in paragraph 9.05(a)(1) above, and whose Employer's Plan contained an Addendum provision which was in effect prior to January 1, 2015, which provided for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfied such time limitation prior to Termination. With respect to an Employee described in this paragraph 9.05(a)(2), this Section shall become applicable to such Employee once the Employee has satisfied such waiting period.

(b) Subject to any limitations or conditions contained in the Employer's Adoption Agreement, in determining whether a Participant has satisfied the minimum service requirements for Vesting and the minimum service requirements for Retirement and, for Participants who

terminate on or after September 26, 2014, pre-retirement death benefit eligibility, under the Adoption Agreement of any GMEBS Adopting Employer, the Participant's Total Credited Service with all other of the Participant's past and future Adopting Employers shall be taken into account. In no event, however, shall service with one GMEBS Employer be used to calculate the benefit amount due the Participant from another GMEBS Employer. Prior to January 1, 2015, except as otherwise provided in Section 4.02(c)(7) concerning immediate participation for Participants who transfer from one GMEBS Adopting Employer to another, service with one GMEBS Adopting Employer may not be used to establish participation in another Adopting Employer's plan.

Section 9.06. Forfeiture of Benefits for Certain Crimes.

(a) Survivor benefits or refunds otherwise payable to a person upon the death of a Participant, Terminated Vested Participant, Retired Participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant, Terminated Vested Participant, Retired Participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-24 (a copy of which is included in the Appendix hereto). The terms of said code section are incorporated herein by reference, including any future amendments thereto.

(b) If the Adopting Employer receives information that a beneficiary has been convicted of any crime referenced in this Section which could potentially result in reduction or forfeiture of benefits, the Adopting Employer shall notify the Administrator when it receives notice of such conviction.

Section 9.07. Forfeitures.

(a) If the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, beneficiary or surviving Spouse to whom a payment (e.g., a payment of Retirement, Disability or Death benefits) is due and provide such information to the Administrator within a period of six (6) months from the later of: 1) the date on which the Administrator became aware that such payment became due and payable, or 2) the date on which the Administrator became unable to continue processing payments to the Participant, beneficiary or surviving Spouse due to changes in such individual's bank account, address, or other necessary information, the Administrator shall direct that the payment and all remaining payments, if any, otherwise due to the Participant, beneficiary or surviving Spouse be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture. Likewise, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, surviving Spouse or estate, as applicable, to whom a return of Employee Contributions due pursuant to Section 13.03 or Section 13.06 of this Basic Plan Document or pursuant to the Adopting Employer's Adoption Agreement or an Addendum thereto and provide such information to the Administrator within a period of six (6) months from such Participant's Termination of Employment (for non-vested Participants and for vested Participants whose Employee Contributions are required to be refunded following termination provided a refund to vested Participants does not result in forfeiture of Credited Service under the Plan), a vested Participant's request for a return of contributions, or, in a case of failure to exhaust, the date of a Participant's death, the Administrator shall direct that the return of Employee Contributions otherwise due to the Participant, surviving Spouse or estate, as applicable, be cancelled on the

records of the Plan and the amount thereof be treated as a forfeiture and placed in the Employer's GMEBS Trust Fund.

(b) In the event that a payment (e.g., a return of Employee Contributions, or a payment of Retirement, Disability or Death benefits) is due to the estate of a Participant or beneficiary but the Administrator is unable to process such payment due to the absence of said estate or lack of information needed to process payment to said estate, or, following the expiration of six (6) months after the date on which the payment is issued the payment remains outstanding, the Administrator shall so notify the Adopting Employer. The Adopting Employer shall attempt to locate documents establishing such estate, a correct address or bank account or other necessary information to process such payment. If the Adopting Employer is unable to ascertain such documentation or information within six (6) months after receiving notice from the Administrator of the outstanding payment, the Administrator shall direct that the payment be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture.

(c) Notwithstanding the foregoing provisions of this Section, if a Participant, beneficiary or surviving Spouse whose whereabouts or payment information is unknown and whose benefits are forfeited pursuant to this Section subsequently claims such benefits on the Applicable Form, such forfeited benefit shall be reinstated and shall be paid retroactively, without interest, to the date of the first cancelled payment. Likewise, if the executor of an estate to which a payment was forfeited pursuant to paragraph (b) above subsequently claims such benefits on the Applicable Form, the forfeited benefit shall be reinstated and shall be paid, without interest, to the estate.

(d) Forfeitures arising from the inability to determine the whereabouts of or payment information for a Participant, beneficiary or surviving Spouse, or arising from Termination of

Employment, withdrawal or any other reason may not be applied to increase the benefits any individual would otherwise receive under the Plan. Forfeitures will remain Trust assets, and as such, may be used to reduce an Adopting Employer's contribution.

(e) Notwithstanding any provision to the contrary, in the event that a return of Employee Contributions otherwise due to a Participant, to a surviving Spouse, to the estate of a Participant or of a Pre-Retirement or Post-Retirement Beneficiary, or to another individual or estate, as applicable, is cancelled on the records of the Plan and the amount thereof is treated as a forfeiture pursuant to this Section 9.07, including subsection (c), interest on such Employee Contributions shall cease to accrue as of the date on which the Administrator directs that the return of Employee Contributions be cancelled.

(f) An Adopting Employer shall take the following actions to locate any Participant, beneficiary or surviving Spouse to whom benefits are owed, consistent with IRS Revenue Procedure 2021-30 (or subsequent updated guidance):

(1) Search Plan and related Plan, Adopting Employer, and publicly-available records or directories for alternative contact information.

(2) A mailing via U. S. Postal Service certified mail to the last known mailing address, and contact through appropriate means for any address or contact information (including email addresses and telephone numbers) available to the Adopting Employer.

(3) Use of at least one of the following search methods: (i) a commercial locator service, (ii) a credit reporting agency, or (iii) internet search tools for locating individuals.

ARTICLE X.

DISTRIBUTION AND ROLLOVER RULES

Section 10.01. Distribution Rules Imposed by Federal Law. Notwithstanding any provision of this Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and the Treasury regulations promulgated thereunder, including the incidental benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules:

(a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Regulations under Code Section 401(a)(9) that were issued on April 17, 2002, and June 15, 2004, notwithstanding any provision of the Plan to the contrary. GMEBS is coordinating the compliance with the Final Regulations to comply with the good faith reasonable standard of Pension Protection Act of 2006 Section 823.

(b) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one-half (70½), or (ii) the calendar year in which the Participant Retires.

(c) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or

by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (c), other than (c)(1), will apply as if the surviving spouse were the Participant.

If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this subsection (c)), the date distributions are considered to begin is the date distributions actually commence.

(d) The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (c)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(e) Any additional benefits accruing to the Participant in a calendar year after the first distribution year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the applicable table set forth in the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain

annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(g) Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under applicable simple life table set forth in the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the applicable single life table as set forth in the Treasury Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the applicable joint life table set forth in the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(h) A Participant or beneficiary eligible for benefits from an Adopting Employer's Plan must complete and return the Applicable Form provided for such purpose in order to commence distribution of benefits. Any excise tax under Code Section 4974 that results from a failure to timely apply for distribution of benefits under the Plan shall be the responsibility of the Participant or beneficiary, as applicable.

Section 10.02. Rollover of Distributions. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) any other distributions which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Code Section 402(g) or 415. Effective January 1, 2002, an Eligible Rollover Distribution also includes a distribution to a surviving spouse. Effective January 1, 2002, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to a (1) traditional individual retirement account or annuity described in IRC 408(a) or (b) (a “traditional IRA”) or a Roth individual retirement account or annuity described in IRC 408(A) (a “Roth IRA”), or (2) to a qualified defined contribution defined benefit or annuity plan described in IRC 401(a) or 403(a) or to an annuity contract described in IRC 403(b), if such plan or contract provides for

separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is any one of the following that accepts the Distributee's Eligible Rollover Distribution: (i) a traditional IRA; (ii) a Roth IRA; (iii) an annuity plan described in Code Section 403(a); or (iv) a qualified defined benefit or defined contribution plan described in Code Section 401(a). Effective for distributions made after December 31, 2001, an Eligible Retirement Plan will also include an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) that agrees to separately account for amounts transferred into that plan; or an annuity plan described in Code Section 403(b); effective for distributions made after December 31, 2007, an Eligible Retirement Plan will also include a Roth IRA described in Code Section 408A; and effective for distributions made after December 18, 2015, an Eligible Retirement Plan will also include a SIMPLE IRA as described in Code Section 408(p), provided that the rollover contribution is made after the two-year period beginning on the date the Distributee first participated in any qualified salary reduction arrangement maintained by the Distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6). The portion of an Eligible Rollover Distribution that is not includible in gross income may be transferred only to an individual retirement account or individual retirement annuity described in Code Sections 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a), a qualified plan described in Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred, including separately

accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A "Distributee" includes an employee or former employee. A Distributee also includes the employee's or former employee's surviving spouse. A Distributee also includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may only make a direct rollover of the distribution to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars ($200) during a year, such payment may not be directly rolled over.

Section 10.03. Acceptance of Eligible Rollover Distributions. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, for the purpose of purchasing Credited Service or repaying withdrawn Employee Contributions (including any Contributions made to purchase prior service credit, as applicable) as permitted under the Plan and the Employer's Adoption Agreement (i) a Participant may contribute to the Plan as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity under Code Sections 408(a) or (b), a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b), that is includible in

taxable income; or (ii) a Participant may make a direct rollover to the Plan of a qualified rollover amount from a qualified plan under Code Section 401(a) consisting of after-tax employee contributions that is not includible in taxable income provided that such amount will be separately accounted for under the Plan; provided, further, that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. Such rollovers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

Section 10.04. Acceptance of Trustee-to-Trustee Transfers. A Participant may make a direct trustee-to-trustee transfer from another Code Section 401(a) qualified retirement plan, a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b) for the purchase of permissive service credit, as defined in Code Section 415(n)(3)(A) and as permitted under the Plan and the Employer's Adoption Agreement, or for a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3), as permitted under the Plan and the Employer's Adoption Agreement. Such transfers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

ARTICLE XI.

LIMITATIONS ON BENEFITS

Section 11.01. Effective Date. The Plan shall be administered so as to comply with this Article for limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 11.02. Limitation on Annual Benefit.

(a) In no event shall the aggregate annual benefit for a calendar year (the "limitation year") provided under this Plan and all other defined benefit plans (without regard to whether the

plan has terminated) of the Employer for any Participant exceed an amount equal to One Hundred Sixty Thousand Dollars ($160,000) as adjusted pursuant to Code Section 415(d)(1)(A).

(b) Adjustment for Benefits Commencing Before Age 62.

(1) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the retirement income benefit commencement date (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation for the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of

participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Article.

(3) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the determination as to whether the One Hundred Sixty Thousand Dollars ($160,000) limitation has been satisfied shall be made by reducing the One Hundred Sixty Thousand Dollars ($160,000) limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a One Hundred Sixty Thousand Dollars ($160,000) annual benefit beginning at age sixty-two (62). The age reduced dollar limit shall be the lesser of the equivalent amount computed using the actuarial table in Section 12.01 of the Plan for actuarial equivalence for early retirement benefits, and the amount computed using five percent (5%) interest and the applicable mortality table (to the extent that the mortality decrement is used prior to age sixty-two (62)).

(c) Adjustment for Benefits Commencing After Age 65.

(1) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation at the Participant's retirement income benefit commencement date

is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that retirement income benefit commencement date as specified in Section 11.02(e)(2)(B) of the Plan (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar ($160,000) limitation at the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age

sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(3) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the One Hundred Sixty Thousand Dollar ($160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar ($160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the actuarial increase factors specified in Section 12.05 of the Plan; or (ii) a five percent (5%) interest rate assumption and the applicable mortality table as specified in Section 11.02(e)(2)(B) of the Plan.

(d) Notwithstanding the other requirements of this section, in adjusting the dollar limitation for the Participant's retirement income benefit commencement date under subsection (b) or (c), as applicable, no adjustment shall be made to the One Hundred Sixty Thousand Dollar ($160,000) limitation to reflect the probability of a Participant's death between the retirement income benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the retirement income benefit commencement date, as applicable, if benefits are not forfeited

upon the death of the Participant prior to the retirement income benefit commencement. To the extent benefits are forfeited upon death before the retirement income benefit commencement date, such an adjustment shall be made. Furthermore, notwithstanding the requirements of this section, the adjustments provided for in subsections (b) and (c) shall not apply (i) in the event the Participant's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, or (ii) in the case of pre-retirement disability benefits or pre-retirement death benefits.

(e) Adjustment for Form Not Subject to Code Section 417(e)(3). For distributions made in any form other than a straight life annuity or a qualified joint and survivor annuity to which Code Section 417(e)(3) does not apply [generally, a monthly benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarial equivalent of such benefit.

(1) For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity for purposes of applying the limitations under Code Section 415(b) to benefits is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial equivalence for the particular form of benefit payable, and

(B) the equivalent annual benefit computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal

Revenue Service guidance (the mortality table specified in Revenue Ruling 98-1 prior to 2003 or Revenue Ruling 2001-62 on or after January 1, 2003).

(2) For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same retirement income benefit commencement date as the Participant's form of benefit; and

(B) the annual amount of the straight life annuity commencing at the same retirement income benefit commencement date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 2001-62 on or after January 1, 2003) and, for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Internal Revenue Service Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)).

(f) Adjustment for Form Subject to Code Section 417(e)(3). As required by final Treasury Regulations, for distributions made in any form to which Code Section 417(e)(3) applies [generally, a lump sum benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced limitation applicable at the retirement income benefit

commencement date which is the "least of" when adjusted in accordance with the following assumptions):

(1) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using a five and five-tenths percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)); or

(3) the annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under Internal Revenue Service guidance (the 30-year Treasury rate prior to January 1, 2008, using the rate in effect for the month prior to retirement; on and after January 1, 2008, using the rate in effect for the first day of the plan year with a one-year

stabilization period; and on and after January 1, 2015, using the rate in effect for the September prior to the plan year of distribution with a one-year stabilization period) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by one and five-one-hundredths (1.05). However, effective for benefits commencing during limitation years beginning after December 31, 2008, this paragraph (3) does not apply to a Plan maintained by an eligible employer as defined under Code Section 408(p)(2)(C)(i) (generally, an Employer that had no more than one hundred (100) employees who received at least Five Thousand Dollars ($5,000) of compensation from the Employer during the preceding year).

(g) Limitations on benefits under this Article shall not apply where the total annual benefits payable to a Participant under this Plan and all other qualified defined benefit plans (whether or not terminated) of the Employer do not exceed Ten Thousand Dollars ($10,000) in the aggregate. This minimum limitation is not applicable for a Participant whose Employer maintains or has maintained a defined contribution plan in which such Participant participated.

(h) The Ten Thousand Dollars ($10,000) minimum limitation, if provided, must be reduced where a Participant has less than ten (10) years of service with the Employer at the time the Participant begins to receive retirement benefits under the Plan, and the maximum dollar

limitation must be reduced where a Participant has less than ten (10) years of participation when retirement benefits under the Plan commence. These adjustments are made by multiplying the applicable limitations by the appropriate fraction:

(A) For the Ten Thousand Dollars ($10,000) minimum limitation – Years of service with the employer as of and including, the current limitation year divided by ten (10); or

(B) For the maximum dollar limitation – Years of participation with the employer as of and including, the current limitation year divided by ten (10).

(i) For purposes of applying the limits under Code Section 415(b) (Limit), the following will apply:

(1) prior to any limitation year beginning on or after July 1, 2007, adjustments under Section 6.05, will be taken into consideration when determining a Participant's applicable Limit;

(2) for any limitation year beginning on or after July 1, 2007:

(A) a Participant's applicable Limit will be applied to the Participant's annual benefit in the Participant's first limitation year without regard to any automatic cost of living adjustments under Section 6.05;

(B) to the extent the Participant's benefit equals or exceeds the Limit, the Participant will no longer be eligible for cost of living adjustments under Section 6.05 until such time as the benefit plus the accumulated adjustments under Section 6.05 are less than the Limit;

(C) thereafter, in any subsequent limitation year, a Participant's annual benefit, including any automatic cost of living increases under Section 6.05, shall

be tested under the then applicable benefit Limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(D) in no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the Limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity, then the preceding provisions are applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

Section 11.03. Limitation on Annual Additions.

(a) Effective beginning on and after January 1, 2002, to the extent required under Code Section 415(c), in no event shall the "annual addition" for a Participant for any calendar year (the "limitation year"), exceed the lesser of:

(1) Forty Thousand Dollars ($40,000)), as adjusted for increases in the cost of living under Code Section 415(d); or

(2) One hundred percent (100%)) of the "compensation" of such Participant received from an Adopting Employer during the limitation year.

(b) For purposes of this Section, "compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on

the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, for limitation years beginning after December 31, 1997, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Adopting Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, but shall exclude Employee contributions picked up under Code Section 414(h)(2). For limitations years beginning after December 31, 2000, compensation shall also include any amount deferred by the Adopting Employer at the election of the Employee which is not includable in the gross income of the Employee by reason of Code Section 132(f)(4). For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Participant's Termination of Employment, or (ii) the last day of the limitation year that includes the Participant's Termination of Employment, will be included as compensation for purposes of this Section: payments that, absent a Termination of Employment, would have been paid to the Participant while the Participant continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payments not described in the preceding sentence are not considered compensation if paid after severance from employment, even if they are paid within two and one-half (2½) months following severance from employment, except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the

Employer rather than entering qualified military service. An Employee who is in qualified military service (within the meaning of Code Section 414(u)(1)) shall be treated as receiving compensation from the Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service). For limitation years beginning on or after July 1, 2007, a Participant's compensation for purposes of this Section shall not exceed the annual limit under Code Section 401(a)(17).

(c) For purposes of this Section, "annual addition" means the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other plan maintained by an Employer: (i) employer contributions; (ii) employee contributions; (iii) forfeitures; and (iv) allocations under a simplified employee pension plan. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by an Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in

Code Section 419(e), maintained by an Employer are treated as annual additions to a defined contribution plan.

(d) If the annual addition for a Participant under the Plan would be greater than the annual addition for such Participant as limited by subsection (a), then the excess shall be corrected as permitted under the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2008-50).

Section 11.04. Code Section 415(e) Limits. For limitation years beginning on and after January 1, 2000, any benefit limitations applied pursuant to Code Section 415(e) shall no longer apply for employees or former employees who are Participants with an accrued benefit under the Plan on or after January 1, 2000.

Section 11.05. Limitations on Service Credit Purchases.

(a) Notwithstanding any other provision of law to the contrary, if an Adopting Employer adopts an Addendum to the Adoption Agreement that provides for service credit purchases, the Administrator may modify a request by a Participant to make an Employee Contribution if the amount of the Contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Administrator may establish a periodic payment plan for the Participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to paragraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Administrator may either reduce the Employee Contribution to an amount within the limits of that section or refuse the Participant's Contribution.

(b) Effective for any permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Participant makes one (1) or more contributions to purchase permissive service credit under an Adopting Employer's Plan, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such Contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such Contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying paragraph (1), the Plan will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this paragraph (3), and for purposes of applying paragraph (2), the Plan will not fail to meet the percentage limitation under Code Section 415(c)(1)(B) solely by reason of this subsection (b).

(4) For purposes of this subsection (b) the term "permissive service credit" means service credit—

(A) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan,

(B) which such Participant has not received under the Plan, and

(C) which such Participant may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may include service credit for periods for which there is no

performance of service, and, notwithstanding subparagraph (B), may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan.

(5) The Plan will fail to meet the requirements of this subsection (b) if—

(A) more than five (5) years of nonqualified service credit are taken into account for purposes of this paragraph (5), or

(B) any nonqualified service credit is taken into account under this subsection (b) before the Participant has at least five (5) years of participation under the Plan.

(6) For purposes of paragraph (5), effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—

(A) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Code Section 415(k)(3)),

(B) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in subparagraph (A)) of an education organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary

education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(C) service as an employee of an association of employees who are described in subparagraph (A), or

(D) military service (other than qualified military service under Code Section 414(u)) recognized by such governmental plan.

In the case of service described in subparagraph (A), (B), or (C), such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same service under more than one Plan.

(7) In the case of a trustee-to-trustee transfer after December 31, 2001, to which Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer)—

(A) the limitations of paragraph (6) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(B) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(8) For an eligible Participant, the limitation of Code Section 415(c)(1) shall not be applied to reduce the amount of permissive service credit which may be purchased to an amount less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997. For purposes of this paragraph (8), an eligible Participant is an individual who first became a Participant in the Plan before January 1, 1998.

Section 11.06. Interpretation of this Article.

(a) The annual additions and annual benefit of a Participant shall be adjusted pursuant to this Article so as to produce the maximum annual benefit and maximum annual additions permissible for such Participant.

(b) For purposes of this Section and subject to Code Section 415(f), all defined benefit plans of an Adopting Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of an Adopting Employer are to be treated as a single defined contribution plan. However, Adopting Employers shall be considered as separate Employers in accordance with State law. The ability of an Adopting Employer to amend the Adoption Agreement to the extent necessary to satisfy Code Section 415 is provided by and subject to Section 18.01.

ARTICLE XII.

ACTUARIAL EQUIVALENT CONVERSION TABLES

Section 12.01. Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

Number of Years Before Normal Retirement*	Percentage of Normal Retirement Benefit
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500
11	.467

12	.433
13	.400
14	.367
15	.333

*Interpolate for whole months.

Section 12.02. Option B Tables.

(a) Participant Same Age Or Older –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is the same age as or older than the Participant's Beneficiary:

Participant Age - Beneficiary Age	Contingent Annuity Factor			
	100%	75%	50%	25%
0	0.848	0.881	0.918	0.957
1	0.841	0.876	0.913	0.955
2	0.834	0.870	0.909	0.952
3	0.827	0.864	0.905	0.950
4	0.820	0.859	0.901	0.948
5	0.814	0.853	0.897	0.946
6	0.807	0.848	0.893	0.944
7	0.801	0.843	0.890	0.942
8	0.795	0.838	0.886	0.940
9	0.790	0.833	0.882	0.938
10	0.784	0.829	0.879	0.936
11	0.779	0.824	0.876	0.934
12	0.774	0.820	0.872	0.932
13	0.769	0.816	0.869	0.930
14	0.764	0.812	0.866	0.928
15	0.760	0.808	0.864	0.927
16	0.756	0.805	0.861	0.925
17	0.752	0.801	0.858	0.924
18	0.748	0.798	0.856	0.922
19	0.744	0.795	0.854	0.921
20	0.741	0.792	0.851	0.920
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent Annuity Percentage	Extrapolation Factor
100%	.004
75%	.003
50%	.002
25%	.001

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is the same age or older than the Participant's Beneficiary:

Participant Age – Beneficiary Age	Contingent Annuity Factor			
	100%	75%	50%	25%
0	.833	.870	.909	.952
1	.826	.864	.905	.950
2	.819	.857	.900	.947
3	.811	.851	.896	.945
4	.804	.845	.891	.943
5	.797	.839	.887	.940
6	.790	.833	.882	.938
7	.783	.828	.878	.935
8	.776	.822	.874	.933
9	.769	.816	.870	.930
10	.763	.811	.866	.928
11	.757	.806	.861	.926
12	.751	.800	.858	.923
13	.745	.795	.854	.921
14	.739	.791	.850	.919
15	.733	.786	.846	.917
16	.728	.781	.843	.915
17	.723	.777	.839	.913
18	.718	.772	.836	.911
19	.713	.768	.833	.909
20	.708	.764	.830	.907
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent

Annuity Percentage	Extrapolation Factor
100%	.005
75%	.004
50%	.003
25%	.002

(b) Participant Younger –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

Beneficiary Age - Participant Age	Contingent Annuity Factor			
	100%	75%	50%	25%
1	0.855	0.887	0.922	0.959
2	0.863	0.893	0.926	0.962
3	0.870	0.899	0.930	0.964
4	0.877	0.905	0.935	0.966
5	0.885	0.911	0.939	0.968
6	0.892	0.917	0.943	0.971
7	0.899	0.922	0.947	0.973
8	0.906	0.928	0.951	0.975
9	0.913	0.933	0.955	0.977
10	0.920	0.939	0.958	0.979
11	0.926	0.944	0.962	0.980
12	0.932	0.948	0.965	0.982
13	0.938	0.953	0.968	0.984
14	0.944	0.957	0.971	0.985
15	0.949	0.961	0.974	0.987
16	0.954	0.965	0.977	0.988
17	0.959	0.969	0.979	0.989
18	0.963	0.972	0.981	0.990
19	0.967	0.975	0.983	0.992
20	0.971	0.978	0.985	0.992
21 or more	0.974	0.980	0.987	0.993

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

Beneficiary Age – Participant Age	Contingent Annuity Factor			
	100%	75%	50%	25%
1	.841	.876	.914	.955
2	.848	.882	.918	.957
3	.856	.888	.922	.960
4	.863	.894	.926	.962
5	.870	.899	.931	.964
6	.877	.905	.935	.966
7	.885	.911	.939	.968
8	.892	.916	.943	.970
9	.898	.922	.947	.973
10	.905	.927	.950	.974
11	.912	.932	.954	.976
12	.918	.937	.957	.978
13	.924	.942	.960	.980
14	.930	.946	.964	.981
15	.935	.951	.967	.983
16	.941	.955	.969	.984
17	.945	.959	.972	.986
18	.950	.962	.974	.987
19	.955	.966	.977	.988
20	.959	.969	.979	.989
21 or more	.960	.970	.980	.990

Section 12.03. Option C Table.

(a) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021:

Period	Factor
5 Years	.985
10 Years	.947
15 Years	.898
20 Years	.846

(b) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

Period	Factor
5 Years	.973
10 Years	.911
15 Years	.842
20 Years	.780

Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve Death Benefit.

(a) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after April 1, 2021:

Age	Factor	Age	Factor
21	12.7738	43	12.2346
22	12.7581	44	12.1725
23	12.7424	45	12.1045
24	12.7268	46	12.0302
25	12.7112	47	11.9493
26	12.6959	48	11.8616
27	12.6805	49	11.7667
28	12.6653	50	11.6643
29	12.6500	51	11.5536
30	12.6344	52	11.4383
31	12.6184	53	11.3184
32	12.6017	54	11.1942
33	12.5838	55	11.0658
34	12.5644	56	10.9331
35	12.5427	57	10.7963
36	12.5187	58	10.6551
37	12.4917	59	10.5088
38	12.4613	60	10.3561
39	12.4263	61	10.1959
40	12.3865	62	10.0267
41	12.3414	63	9.8470
42	12.2908	64	9.6560
		65	9.4536

(b) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after January 1, 2013 and prior to April 1, 2021:

Age	Factor	Age	Factor
21	12.5773	43	11.4236
22	12.5567	44	11.3274
23	12.5337	45	11.2264
24	12.5082	46	11.1207
25	12.4804	47	11.0102
26	12.4501	48	10.8952
27	12.4170	49	10.7755
28	12.3809	50	10.6509
29	12.3416	51	10.5213
30	12.2994	52	10.3869
31	12.2541	53	10.2479
32	12.2056	54	10.1041
33	12.1535	55	9.9552
34	12.0976	56	9.8010
35	12.0383	57	9.6415
36	11.9754	58	9.4769
37	11.9088	59	9.3076
38	11.8384	60	9.1331
39	11.7640	61	8.9537
40	11.6855	62	8.7698
41	11.6026	63	8.5818
42	11.5154	64	8.3903
		65	8.1958

Section 12.05. Late Retirement Actuarial Increase Factors.

(a) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after April 1, 2021:

Current Age*	Factor
65	1.0000
66	1.1133
67	1.2425
68	1.3904
69	1.5603
70	1.7566

71	1.9843
72	2.2498
73	2.5613
74	2.9285
75	3.3646

*Assumes Normal Retirement at Age 65

(b) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

Current Age*	Factor
65	1.0000
66	1.1317
67	1.2850
68	1.4645
69	1.6755
70	1.9246
71	2.2204
72	2.5734
73	2.9967
74	3.5073
75	4.1274

*Assumes Normal Retirement at Age 65

Figure factor using years and months. Divide difference between next highest age factor and age factor lower, by twelve (12), then multiply by number of months. Add this onto age for years factor to arrive at correct factor. (Round off to 4 decimals). Note: If normal retirement age differs from sixty-five (65), factors must be supplied by Actuary.

Section 12.06. Offset Calculations; Other Annuity Forms. Actuarial equivalence factors and conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis. Actual Participant and Beneficiary ages are used for purposes of Section 6.06. Conversion factors for other annuity forms assume the Participant is retiring at age sixty-five (65).

Effective on or after April 1, 2021, the actuarial equivalence factors for Participants for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for

males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%). Likewise, effective on or after April 1, 2021, the actuarial equivalence factors for Beneficiaries for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%).

Effective January 1, 2018 through March 31, 2021, the actuarial equivalence factors for purposes of Section 6.06 shall be computed using the male RP 2000 Mortality Table set forward two (2) years for Participants and the female RP 2000 Mortality Table set forward one (1) year for Beneficiaries and with interest of seven and one-half percent (7.5%).

Effective January 1, 2018 through March 31, 2021, the conversion factors for other annuity forms are based on the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%).

Section 12.07. Lump Sum Payments. Effective January 1, 2001, a single sum distribution of benefits payable under Section 7.05, or upon plan termination, or if required for compliance with Code Section 401(a)(9), shall be computed on the basis of the actual age of the Participant and/or Beneficiary at the time of distribution and under the following actuarial assumptions:

(a) Interest: The applicable interest rate established by the Internal Revenue Service under Code Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006, as in effect for the month of September preceding the calendar year during which the distribution is paid.

(b) Mortality: The applicable mortality table established by the Internal Revenue Service pursuant to IRC Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006.

(c) Age at Which Payments Begin: The greater of the Normal Retirement Date or the age at the time of distribution to the Participant and/or Beneficiary.

ARTICLE XIII.

CONTRIBUTIONS

Section 13.01. Adopting Employer Contributions. The Adopting Employer shall make the necessary Contributions to fund the Plan. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in the Plan, and the number of Participants and their respective ages, Earnings, and lengths of Creditable Service and such other factors as the Board of Trustees shall deem appropriate to

assure proper funding of the Plan. Contributions by the Adopting Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries. Employer Contributions received by GMEBS by the last day of any month shall accrue Interest from the first day of the following month.

Section 13.02. Employee Contributions. Participants or certain classes of Participants may be required to make Contributions to the Plan as specified in the Adoption Agreement. Unless otherwise specified by the Adopting Employer, Employee Contributions shall accrue interest at the same rate and in the same manner as Employer Contributions. When elected by the Adopting Employer to be picked up, the Adopting Employer shall pick up and pay contributions in accordance with Code Section 414(h)(2) as follows:

(1) The contributions, although designated as Employee contributions, shall be paid by that Adopting Employer in lieu of contributions by the Employee as elected by the Adopting Employer in the Adoption Agreement, which shall be effective on a prospective basis and constitute written formal action to implement the pick-up, and

(2) The Employee must not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Section 13.03. Withdrawal of Employee Contributions.

(a) Unless otherwise specified in the Adoption Agreement, if a non-vested Participant's employment is terminated for any reason other than death, the Participant shall request a withdrawal of the Participant's Employee Contributions plus interest, if any.

(b) Unless otherwise specified in the Adoption Agreement, if a vested Participant's employment is terminated for any reason other than death or Retirement, the Participant may request a withdrawal of the Participant's Employee Contributions (including any Contributions made to purchase prior service credit) plus interest, unless the Participant chooses to claim the Participant's vested benefit, in which case the Participant's Employee Contributions shall not be withdrawn.

(c) Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of the opportunity to withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and the Participant shall have sixty (60) days after receipt of such notice to submit a request for withdrawal on an Applicable Form provided for that purpose. Failure to make such a request within this sixty (60) day period shall result in the forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. Unless otherwise specified in the Adoption Agreement or any Addendum thereto, upon withdrawal of Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) pursuant to this Section, the Participant shall forfeit for the Participant, the Participant's heirs and assigns all the Participant's rights, title, and interest in the Plan, except as provided in subsection (d) below. Employee Contributions shall be returned to the Participant within ninety (90) days of the receipt of the Participant's request. A Participant may not withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) as long as the Participant remains in the employment of the Adopting Employer and the

Participant may not borrow against Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) at any time. A partial withdrawal of Employee Contributions is not permitted. Unless otherwise provided in the Adoption Agreement or any Addendum thereto, if a Participant who has made both mandatory Employee Contributions and Contributions to purchase prior service credit withdraws any of such Contributions, all mandatory Employee Contributions and Contributions to purchase prior service credit shall be withdrawn.

(d) Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) in accordance with this Section, and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date and prior to Termination of Employment with the Adopting Employer all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds,

after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto.

(e) For purposes of this Section, the amount of "interest" shall be determined as of the date that the withdrawal under this Section is made, and the amount of interest shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

Section 13.04. Cessation of Contributions Without Penalty. The Employer may provide in the Adoption Agreement that Participants who have met certain retirement benefit eligibility requirements shall no longer be required to make contributions to the Plan. Effective on or after October 1, 2016, Participants who are receiving an In-Service Distribution or who are otherwise receiving Retirement benefits while employed with the Adopting Employer shall not be required to make contributions to the Plan.

Section 13.05. Continued Contributions During Leave of Absence. Subject to the applicable limits of Code Section 415, if the terms of an authorized leave of absence permit the Participant to continue accumulating Credited Service during said leave of absence, the Participant shall be required to continue making Employee Contributions in the same amount and at the same rate as immediately prior to the commencement of the leave of absence.

Section 13.06. Return of Contributions Upon Failure to Exhaust.

(a) Death of a Retired Participant. If a Retired Participant elects the Option A form of benefit payment, and if upon the death of the Participant the sum of all benefits paid to the Participant does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference, less any amounts paid to the Retired Participant's surviving Spouse or to the Retired Participant's estate

pursuant to Section 8.12, shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary predeceases the Participant, and 3) upon the death of the Retired Participant, the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary survives the Retired Participant and dies after such Beneficiary has begun receiving survivor benefit payments, and 3) the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee contributions plus interest posted thereon, said lump sum payment shall be paid to the Post-Retirement Beneficiary's designated beneficiary as defined in this subsection (a) or, if there is no such designated beneficiary, to the Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Retired Participant or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(b) In-Service Death of Participant Before Satisfying Pre-Retirement Death Benefit Eligibility Requirements; Death of Terminated Vested Participant Where No Terminated Vested Death Benefit Is Payable. If a Participant dies in the Service of an Adopting Employer before satisfying the eligibility requirements for an in-service death benefit, the Participant's Employee

Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. If a Terminated Vested Participant dies before Retirement and the Plan does not provide for Terminated Vested death benefits to be payable upon the death of such Participant, the Participant's Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Participant and the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(c) Death of a Participant or Terminated Vested Participant After Satisfying Pre-Retirement Death Benefit Eligibility Requirements. The following provision shall apply in the event that a Participant or Terminated Vested Participant who has satisfied the eligibility requirements for a pre-retirement death benefit dies before Retirement, and payments are made to a Pre-Retirement Beneficiary under the Plan. In the event the sum of all pre-retirement benefits paid to a Pre-Retirement Beneficiary(ies) by virtue of the death of a Participant or Terminated Participant, as applicable, does not equal or exceed the amount of the Participant's or Terminated Participant's Employee Contributions plus interest posted thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's designated beneficiary as defined in this subsection (c), or if there is no such designated beneficiary, to the estate of the Pre-Retirement Beneficiary (or the designated beneficiary or estate of the last Pre-Retirement Beneficiary receiving payment, as applicable with respect to Plans that permit payment to multiple Pre-Retirement Beneficiaries). For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Pre-

Retirement Beneficiary and the term "surviving" shall mean surviving the Pre-Retirement Beneficiary by at least thirty-two (32) days.

(d) For purposes of this Section, the amount of "interest posted" shall be determined as of the date that the lump sum payment payable under this Section is distributed, and the amount of interest posted shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

ARTICLE XIV.

PENSION COMMITTEE

Section 14.01. Creation and Composition. There shall be a Pension Committee for each Adopting Employer. Unless otherwise specified in the Adoption Agreement, the Pension Committee shall be composed of the following:

For Municipal Corporations:

(a) City Clerk and City Manager.

(b) Two (2) Employee representatives appointed by the Governing Authority.

(c) Three (3) appointed members of the Governing Authority.

For Other Adopting Employers:

(a) Executive Director.

(b) Two (2) Employee representatives appointed by the Governing Authority.

(c) Four (4) appointed members of the Governing Authority.

Section 14.02. Responsibilities. The Pension Committee shall have the following responsibilities:

(a) In its dealings with GMEBS or its duly appointed representatives, the Pension Committee shall:

(1) Assure that accurate and complete information is furnished to GMEBS with respect to eligibility for participation, Total Credited Service, Earnings, and Final Average Earnings of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are designated as Eligible Employees in the Adoption Agreement.

(2) Assure the collection and remittance to GMEBS of all required Contributions (including Employee Contributions, if applicable).

(3) Collect, and furnish to GMEBS, in accordance with its rules and regulations, all reports, forms, and other records required or necessary to administer the Plan, including but not limited to completed applications for participation (if applicable), employee elections to participate (if participation is optional for a particular class), employee census reports reflecting information necessary to complete the annual plan valuation, completed pre-retirement beneficiary designation forms, completed leave of absence reports, and completed retirement applications (including disability retirement applications, if the Adopting Employer has elected in its Adoption Agreement to provide disability retirement benefits).

(4) Provide reasonable prior notice to GMEBS of any amendments that the Adopting Employer intends to make to the Adoption Agreement.

(5) Notify GMEBS of the termination of Participating Employees, and, if they are permitted in the Adoption Agreement to participate in the Plan, the vacation of office by elected or appointed members of the Governing Authority and Municipal Legal Officers. Said notification should indicate whether the Employee has been involuntarily

terminated without cause (see Section 9.04 concerning 5-year vesting for Employees involuntarily terminated without cause).

(6) Notify GMEBS when the Adopting Employer learns that an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary has been convicted of a public employment-related crime or other crime which could result in a reduction or forfeiture of benefits (see Section 9.06).

(7) If the Adopting Employer has elected in the Adoption Agreement to provide disability retirement benefits, notify GMEBS of determinations made by the Pension Committee with respect to disability (see Section 2.23(b)) or continuation of disability (see Section 6.06(e)).

(8) Notify GMEBS when the Adopting Employer learns of the death of an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant, or Beneficiary.

(b) In dealing with those persons participating or eligible to participate in the Plan, the Pension Committee shall:

(1) Be responsible for the enrollment of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement.

(2) Handle distribution of all reports, forms, or other plan-related materials to Participants, including but not limited to plan summary booklets and annual participant statements.

(3) Handle disputes between the Adopting Employer and Participants in all matters regarding the Plan and notify GMEBS of same.

(4) Handle and distribute as necessary any notices of eligibility, benefits, available options, and any other notices required by this Plan, Contract, or rules and regulations of GMEBS.

(5) Address Employee inquiries concerning eligibility for participation in the Plan, enrollment, eligibility for retirement, disability, and/or death benefits, benefit payment options, and other terms, conditions, and features of the Plan.

(c) The Pension Committee is not authorized to interpret the Basic Plan Document, or matters of State and federal law as they relate to interpretation of the Basic Plan Document. These matters are reserved for the sole discretion of the Board.

Section 14.03. Secretary. The Adopting Employer shall designate in the Adoption Agreement a Pension Committee Secretary who shall have full authority to represent the Pension Committee in all communications with GMEBS and the Adopting Employer's Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers.

Section 14.04. Legal Assistance. The City Attorney or other attorney appointed by the Governing Authority shall furnish legal advice to the Pension Committee with respect to the Plan and the Committee's assigned responsibilities hereunder.

Section 14.05. Plan Representative. The Adopting Employer shall designate in the Adoption Agreement an individual to serve as Plan Representative. The Plan Representative shall have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

ARTICLE XV.

BOARD OF TRUSTEES

Section 15.01. Definitions. As used in this Article, "Act" refers to the Act of the General Assembly creating the Board of Trustees of the Georgia Municipal Employees Benefit System (O.C.G.A. § 47-5-1 et seq., a copy of which is included in the Appendix hereto), as amended.

Section 15.02. Powers. The powers of the Board of Trustees as fixed by the Act are hereby incorporated as part of the Plan. The Adopting Employer agrees that, in the administration of the Plan, it will comply with all rules and regulations adopted by the Board of Trustees under its authority as granted by the Act.

Section 15.03. Composition and Election. The composition of the Board of Trustees and the election of its members shall be as provided by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.04. Officers. The election of officers by the Board of Trustees shall be conducted as may be prescribed by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.05. Notice of Elections. The Board of Trustees shall provide through its bylaws for the giving of notice of elections, notice of any vacancy on the Board, the method or manner in which votes may be cast, and any other matter necessary or incident to the election of members of the Board. The Board may also provide for a proxy vote, and may determine how, when, and in what manner voting by proxy may be had in accordance with the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.06. Voting. Each Adopting Employer shall be entitled to vote in any election or other matter placed before the membership as provided in the bylaws of the Board of Trustees.

Section 15.07. Voting Representative for the Adopting Employer. Unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, for the purpose of casting the Adopting Employer's vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving, each trustee shall be considered the official representative for the Employer for which the trustee serves as an elected or appointed member of the Governing Authority or Employee. For each other Adopting Employer, unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, the chief executive or chief administrative officer shall be the Adopting Employer's official representative for the purpose of casting its vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving.

Section 15.08. Qualified Public Accountant. The Administrator may engage on behalf of all Participants an independent qualified public accountant to conduct such an examination of any financial statements of the Plan, and of other books and records of the Plan, as the qualified public accountant may deem necessary to enable said accountant to form an opinion as to whether the financial statements and schedules required to be included in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles as applicable to a governmental plan, applied on a basis consistent with that of the preceding Plan Year and who shall perform such other services for the Plan as the Administrator may require.

Section 15.09. Fiduciary Insurance. The Board of Trustees may purchase fiduciary liability insurance for any of its fiduciaries, or for itself, to cover liability or losses occurring by reason of the act or omission of a fiduciary.

ARTICLE XVI.

GMEBS TRUST AGREEMENT

Section 16.01. General Provisions. The GMEBS Trust Agreement is the separate document for the establishment and administration of the Trust Fund. All contributions under the Plan shall be transferred to the Trust Fund to be held, managed, invested, and distributed as part of the Trust Fund by the Board in accordance with the provisions of the Plan and separate GMEBS Trust Agreement. At no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries shall any part of the corpus or income be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination. In resolving any conflict between provisions of the Plan and provisions of the Trust, the provisions of the Plan shall control.

Section 16.02. Group Trust Participation.

(a) If the investment is otherwise a permitted investment under Chapters 5 and 20 of Title 47 of the O.C.G.A., the Board may, unless otherwise restricted by law, transfer all or any portion of the assets of the Trust to a collective or common group trust, as permitted under Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, and in such case the group trust agreement shall be deemed adopted as

part of the GMEBS Defined Benefit Retirement Plan Trust Agreement without further action by the Board.

(b) The separate account maintained by the group trust for an Adopting Employer's Plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and beneficiaries of the Adopting Employer's Plan, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for an Adopting Employer's Plan shall be the fair market value of the portion of the group trust held for the Adopting Employer's Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE XVII.

CLAIMS AND LITIGATION

Section 17.01. Disputes. In the event of disagreement between a Participant and the Adopting Employer with respect to any rights, claims, or responsibilities under the Plan which cannot be resolved by the Pension Committee as provided under Article XV, the Participant may make an appeal regarding such rights, claims, or responsibilities to the Governing Authority. In the event that any such rights, claims, or responsibilities result in a suit or other legal action by a Participant or Beneficiary, such action shall be defended in the same manner as other suits against the Adopting Employer. Any legal action on behalf of the Adopting Employer with regard to the Plan shall be first authorized by the Governing Authority and shall be conducted in the manner prescribed by the Governing Authority. GMEBS shall have no responsibility to defend or pursue legal action arising under the Plan.

Section 17.02. Disputes involving Federal or State Law Compliance. In the event there is a dispute involving federal or state law compliance, between a Participant or Beneficiary and the Governing Authority or the Trustees, or between an Adopting Employer and the Trustees, GMEBS is a necessary party to any such dispute, or suit, settlement, or release arising therefrom.

Section 17.03. Failure to Act. GMEBS shall not be responsible for the failure of the Adopting Employers to perform any of their obligations under the Plan, including the duty to remit payments to GMEBS, to provide necessary records concerning Participants and their Earnings to GMEBS, or to perform any other functions required of the Adopting Employers by applicable law, the Basic Plan Document, the Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), the separate GMEBS Trust Agreement, or by the rules and regulations of GMEBS. To the extent permitted under state and federal law, each Adopting Employer shall indemnify and hold GMEBS harmless for any failure to pay, delay in payment or other errors in processing benefits pursuant to this Plan due to the Adopting Employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS for the purpose of administering the Plan.

ARTICLE XVIII.

AMENDMENT AND TERMINATION

Section 18.01. Amendment of the Plan by an Adopting Employer. The Governing Authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of its elections in the Adoption Agreement; provided, however, that no such amendment shall:

(a) Reduce the previously Accrued Benefit of any Participant or Beneficiary; or,

(b) Authorize or permit any part of the Trust Fund held by the Board to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or,

(c) Operate to deprive any Participant or Beneficiary of any rights or benefits irrevocably Vested in said Participant or Beneficiary under the Plan prior to such amendment, except that the Governing Authority may make any and all changes or modifications to the Adoption Agreement necessary to qualify the Plan or to keep the Plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto.

Notwithstanding the foregoing, the Adopting Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

~~(d)~~ No amendment to an Adoption Agreement shall become effective until approved by the Administrator. In order to be approved by the Administrator, any amendment must comply with all applicable state and federal laws and the Basic Plan Document. If the Administrator does not approve an amendment, the Administrator shall continue to administer the Plan as if such amendment had not been made.

In no event may an Adopting Employer amend the Basic Plan Document or the GMEBS Trust Agreement separate document.

Section 18.02. Amendment of Plan by GMEBS.

(a) It is the intent of the Board that the Basic Plan Document, Adoption Agreement form and Addendum form (collectively referred to for purposes of this Section 18.02 as "Plan") shall be and remain qualified for tax purposes under the Code. The Administrator shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMEBS Investment Fund.

(b) GMEBS will maintain a record of the Participating Employers, and GMEBS will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents

when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Board or the Provider, as directed by the Board, hereby reserves the right to amend the Plan without the consent of the Adopting Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Board approving such amendment shall be delivered to the Administrator and the Adopting Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Adopting Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) The Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. In any event, any amendment prepared by the Provider and approved by the Board will be provided by the Administrator to Adopting Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective on or after January 1, 2016, for any Adopting Employer as of either:

(1) the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Adopting Employer shall execute a resolution to adopt any amendments that are approved by the Board after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Board approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

Section 18.03. Termination by Adopting Employer.

(a) The Adopting Employer expects the Plan to be continued indefinitely but, of necessity, reserves the right to terminate its Plan and Contributions thereunder at any time by action of the Governing Authority, subject to the Administrator's approval. Such termination shall be accomplished by the adoption of an ordinance or resolution (as applicable) by the Governing Authority terminating the Plan. Such ordinance or resolution (as applicable) shall conform to the rules and regulations of the Board governing Plan termination to the extent they are consistent with this provision.

(b) Upon full or partial termination or a complete discontinuance of Employer contributions, all affected Eligible Employees shall be deemed to be Participants, and the Accrued Benefits of such Participants shall be Vested to the extent funded required by federal law. The Pension Committee shall notify Participants, Terminated Vested Participants, Retired Participants, and Beneficiaries of the full termination of the Plan, and shall provide a copy of such notice and the names and addresses of the persons notified to the Administrator.

(c) Upon termination, the Adopting Employer shall provide to the Administrator current Participant information necessary to calculate Accrued Benefits. Upon receipt of such information, the Administrator shall prepare a list of all the Adopting Employer's Participants, Retired Participants, Terminated Vested Participants, and Beneficiaries, showing for each the present value of each individual's Accrued Benefit, as determined by the GMEBS Actuary as of the date of termination.

(d) The Administrator, in accordance with the Board's current rules and regulations, and with generally accepted accounting practices, shall determine the value of the Adopting Employer's Trust Fund as of the termination date. All mandatory Employee Contributions, if any, plus interest, and all Contributions made to purchase service credit, if any, plus any applicable interest, shall be paid from the Trust Fund to the Participants, to the extent of available Trust Fund assets. The Administrator shall then deduct from the Trust Fund a termination fee established by GMEBS for services provided in terminating the Plan. The Administrator, pursuant to the Board's rules and regulations, shall then allocate the remaining assets for distribution of the present value of Accrued Benefits in lump sums to the classes listed below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining Plan assets would be insufficient to provide the present value of Accrued Benefits for the class in question, the remaining assets shall be applied on a pro rata basis within that class, and all subsequent classes shall receive no benefit. The pro rata allocation referred to above will be determined based upon the comparative value of each class member's Accrued Benefit (present value expressed in a lump sum) when measured against the lump sum present value of Accrued Benefits for the class as a whole.

CLASS A – Retired Participants or Beneficiaries who are receiving payments as of the termination date.

CLASS B – Participants delaying Retirement beyond the Normal Retirement Date.

CLASS C – Participants eligible for Early Retirement.

CLASS D – Other Participants, terminated or active, who have met the requirements for vesting as of the termination date.

CLASS E – All other Participants on a pro rata basis. Payment of benefits to Retired Participants, Beneficiaries, and Participants by the Administrator as a result of a Plan termination shall be limited solely to the assets available in the Trust Fund.

(e) Any reversion of excess assets is only permitted if the excess assets resulted from an erroneous actuarial computation, following the use of acceptable actuarial procedures using reasonable assumptions as to interest and mortality pursuant to Treasury Regulation § 1.401-2(b)(1). In its termination ordinance, the Governing Authority shall instruct the Administrator as to the distribution of excess assets, if any, remaining after the satisfaction of Accrued Benefits for the classes enumerated herein. In the absence of such instructions, any excess assets shall be distributed to the Adopting Employer.

(f) Upon distribution of the assets as specified above, the Adoption Agreement, Basic Plan Document, and the separate GMEBS Trust Agreement shall be regarded as terminated as to that Adopting Employer and no Participant or Beneficiary shall have any further rights or claim herein.

Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract.

(a) The Adopting Employer may amend the Adoption Agreement by ordinance or resolution (as applicable) so as to provide for the transfer of assets to a successor trustee and to terminate the existing Contract between the Adopting Employer and the Board. Any such ordinance or resolution shall comply with Section 18.01 and with the requirements of the rules and regulations of the Board regarding amendment and transfer of Plan assets, to the extent they are consistent with this Section.

(b) In addition to other requirements, such ordinance or resolution shall:

(1) Designate a new trustee or trustees to replace the Board;

(2) Establish a month-end termination date, which shall be used for purposes of valuing the Adopting Employer's Trust Fund assets and which shall be fixed by the Administrator, taking into account the time reasonably required to liquidate GMEBS Retirement Trust Fund assets (if necessary) for purposes of the termination and transfer, the impact of the termination on the financial integrity of the Retirement System, and the time reasonably required for GMEBS and the terminating Employer to complete necessary administrative tasks associated with the termination. The termination date will be no earlier than forty-five (45) days after the Adopting Employer provides written notice to the Administrator of its intent to terminate;

(3) Provide that after the established termination date, GMEBS shall have no further responsibility or obligation to administer the terminating Employer's retirement plan, except as otherwise agreed and provided for by GMEBS and the terminating Employer in the ordinance or resolution;

(4) Provide that the value of assets of the Adopting Employer's Trust Fund as of the established termination date shall be determined based upon the value of the Adopting Employer's Trust Fund as reflected in the unaudited financial statements for the GMEBS Retirement Trust Fund as of the established termination date, subject to verification and reconciliation against the most recent GMEBS Retirement Trust Fund audit coinciding with or following the termination date.

(5) Provide for the transfer of assets held in the Adopting Employer's Trust Fund to the successor trustee as follows:

(A) that no transfer shall take place until a successor Code Section 401(a) retirement plan and trust document have been adopted by the Adopting Employer and furnished to GMEBS, together with a current IRS determination letter or an opinion letter from an attorney confirming that the successor retirement plan is tax qualified under Code Section 401(a);

(B) that as soon as reasonably practicable after the established termination date, the Administrator will make an initial transfer to the successor trustee of an amount to be determined by the Administrator in its sole discretion, but in no event more than eighty-five percent (85%) of the value of the Adopting Employer's Trust Fund, as reflected in the then most recently completed unaudited monthly financial statement for the GMEBS Retirement Trust Fund; and that prior to the completion of the initial transfer, the Administrator shall deduct from the Adopting Employer's Trust Fund a termination fee established by GMEBS for services provided in effecting the termination of the Adopting

Employer's participation in GMEBS and the transfer of assets to the successor trustee;

(C) that as soon as reasonably practicable after completion of the GMEBS Retirement Fund unaudited financial statement for the month including the established termination date, the Administrator will make a second transfer to the successor trustee in an amount equal to the remainder of the Adopting Employer's Trust Fund assets, if any; and that in any event distribution of assets to the successor trustee shall be completed within the time limits specified in the separate GMEBS Trust Agreement;

(D) that after the established termination date, any funds remaining in the Adopting Employer's Trust Fund shall not share in the gains or losses of the GMEBS Retirement Trust Fund, notwithstanding any provision of the GMEBS Basic Plan Document or separate GMEBS Trust Agreement to the contrary; and that any investment gains or losses that would otherwise be credited to or debited from the Adopting Employer's Trust Fund after the established termination date shall not be taken into account. Rather, after the established termination date through completion of the transfer of assets, any amount remaining in the Adopting Employer's Trust Fund shall earn interest at the same rate as the GMEBS active cash management account which shall be credited monthly until the transfer of assets is completed; and,

(E) that if the audit of the GMEBS Retirement Trust Fund for the year including the established termination date reflects that the value of the Adopting Employer's Trust Fund on the termination date was understated or overstated in

the unaudited financial statement relied upon, then GMEBS or the Adopting Employer shall remit to the other the amount of any overpayment or underpayment, unless said amount is less than One Thousand Dollars ($1,000). Such remittance shall be made in a lump sum with interest. Said interest shall be calculated at the same rate as the GMEBS active cash management account and credited monthly as of the last day of each month following the established termination date up until the date of the remittance.

(6) Provide that the assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Participants and Beneficiaries.

(7) State that the existing retirement rights of Employees, Participants, and Beneficiaries shall not be impaired.

(8) Provide that upon completion of the transfer of assets, the GMEBS Board of Trustees shall have no further fiduciary responsibility for investment of the Adopting Employer's Trust Fund assets or payment of liabilities, and the Adopting Employer's Contract and participation under the separate GMEBS Trust Agreement and Trust Fund shall be considered terminated.

(9) Provide that, to the extent permitted by federal, state or local law, the Adopting Employer agrees to indemnify the Board of Trustees and the Administrator from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of the final transfer of assets.

(10) Provide that the surviving plan must provide each Participant on whose behalf Plan assets are transferred a benefit equal to or greater than the benefit the Participant had accrued, if any, immediately before transfer of assets.

Section 18.05. Involuntary Termination.

(a) The Board may involuntarily terminate the Plan as to an Adopting Employer in the event of any of the following occurrences:

(1) Failure of the Employer to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner;

(2) Failure of the Adopting Employer to provide to GMEBS or respond to requests from GMEBS for information necessary for GMEBS to administer the Plan;

(3) Failure of the Adopting Employer to adequately fund the Plan in accordance with the GMEBS funding policy, or to adopt or abide by a funding action plan approved by the Board;

(4) Receipt of written notice from an Adopting Employer's Governing Authority of its intent to discontinue further Contributions;

(5) Insistence by the Employer on enforcing an amendment to the Adoption Agreement which the Board has disapproved; or

(6) Failure of the Adopting Employer to maintain qualification status under Code Sections 401(a) and 414(d).

(b) The rights, benefits, and entitlements under the Plan of any Participant, including those of the Participant's Beneficiary, any other provision of the Plan notwithstanding, before or after Retirement, death, or other termination of employment shall, upon the failure of the Adopting Employer to pay and to continue to pay its required Contributions, be limited as specified in this Article.

(c) In the event of an involuntary termination, the GMEBS Board may in its sole discretion adopt a resolution providing for: (i) designation of the members of the Employer's Governing Authority as successor trustees for the Plan; (ii) designation of a person or entity other than the Employer's Governing Authority as successor trustee for the Plan; or (iii) outright termination of the Plan and distribution of assets to Participants and Beneficiaries. The specific terms and conditions associated with involuntary termination shall be as provided in the Board resolution. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability arising from the exercise of its discretion as provided herein.

(d) The Administrator shall notify the Governing Authority, Participants, and Beneficiaries in writing of an involuntary termination and the reasons therefor. Said notice shall also fix a termination date. Upon the request of the Administrator, the Employer shall within a reasonable period provide the Administrator with the last known addresses of Participants and Beneficiaries for this purpose. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability for non-compliance with this paragraph arising from the failure of the Employer to provide such information to the Administrator.

(e) The Administrator shall determine the value of the Adopting Employer's Trust Fund as of the termination date in accordance with the procedures described in Section 18.05(b)(4) of this Article. The Board shall deduct from the Trust Fund a termination fee established by GMEBS for services provided in effecting termination of the Adopting Employer's participation in GMEBS.

(f) Successor Trustee.

(1) Governing Authority as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates the members of the Employer's

Governing Authority as successor trustees, the Adopting Employer shall be obligated to furnish GMEBS with a successor retirement plan and related documents as provided in Section 18.04(b)(5)(A). Distribution of assets to the Governing Authority or to a designee specified by the Governing Authority in writing, as successor trustee, shall then occur in accordance with the transfer procedures described in Section 18.04(b)(5). Payment of benefits to Retired Participants and Beneficiaries shall become the responsibility of the Governing Authority, as successor trustees, as of the termination date, except as otherwise provided in the Board's termination resolution.

(2) Other Entity as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates a successor trustee other than the members of the Employer's Governing Authority, distribution of assets to the successor trustee shall occur in accordance with the transfer procedures described in Section 18.04(b)(5) upon the Board's receipt of retirement plan and related documents as described in Section 18.04(b)(5)(A), and any other information reasonably requested by the Board. Payment of benefits to the Retired Participants and Beneficiaries shall become the responsibility of the successor trustee as of the termination date, except as otherwise provided in the Board's termination resolution.

(3) Termination without Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution terminates the Employer's Plan outright, the assets of the Employer's Trust Fund will not be transferred to a successor trustee, but will be distributed to Participants and Beneficiaries in accordance with and subject to the termination provisions of Section 18.03(b)-(f), except as otherwise provided in this subsection. The Employer shall provide current Participant information necessary to

calculate Accrued Benefits as required under Section 18.03(c), within a reasonable period after the Administrator's request for such information. Any excess assets remaining after satisfaction of Accrued Benefits and payment of the termination fee shall be distributed to the Employer.

(g) Freezing of Benefit Accruals. In the event of an Employer's failure to pay required Contributions, the GMEBS Board may by resolution freeze benefit accruals under the Employer's Plan, as an alternative to involuntary termination. If the Board adopts such a resolution, the Employer's Plan must continue to be maintained as a qualified plan and the Employer will be responsible for funding benefits as determined under the frozen Plan's provisions. The Board's resolution to freeze benefit accruals shall specify the extent to which Service and Earnings after the freeze date will or will not be counted for purposes of computing the amount of benefits payable under the Plan, and for purposes of meeting the minimum service requirements for vesting and benefit eligibility under the Plan. The resolution shall also specify the conditions for recommencing benefit accruals under the Plan. The resolution may also provide that, in the event of an Employer's continued failure to pay required Contributions, the Employer's Plan will be terminated outright as of a date certain or upon the Board's adoption of a resolution providing for outright termination, consistent with the provisions of subsection (f)(3).

(h) The Board in its discretion may require an Employer to obtain appropriate IRS approval of the qualified status of the terminating Plan or a successor plan.

(i) In the event that an Adopting Employer fails to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or the separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner,

the Board may in its sole discretion pursue any other legal or equitable means that it deems appropriate, including the filing of a writ of mandamus, to facilitate such compliance.

Section 18.06. Termination of the Basic Plan Document by the Board. The Board reserves the right to completely terminate the Basic Plan Document and the separate GMEBS Trust Agreement. In such an event, the provisions of Section 18.03 shall be applied to each Adopting Employer.

ARTICLE XIX.

NON-ALIENATION OF BENEFITS

(a) None of the benefits, payments, proceeds, or distributions payable under the Plan shall be subject to the claim of any creditor of any Participant or to the claim of any creditor of any Beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such Participant or Beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any Participant or Beneficiary; and neither shall any such Participant or Beneficiary have any right to alienate, commute, anticipate, transfer, encumber, pledge, or assign any of the benefits, payments, proceeds, or distributions under this Plan.

(b) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment to the Adopting Employer or GMEBS on behalf of a Retired Participant for the limited purpose of paying for a contribution or premium for a post retirement benefit offered by the Adopting Employer or GMEBS, if the Retired Participant elects to have such deduction and direct payment made. An election by the Retired Participant for such deduction and direct payment may be revoked at any time.

(c) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment on behalf of a Retired Participant as provided under Section 845(a)(4)(D) of the Pension Protection Act of 2006 in its current form or as amended, and as interpreted by the Internal Revenue Service, for the limited purpose of paying premiums for coverage for an eligible retired public safety officer, the Participant's spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract as defined in Section 7702B(b) of Title 26 of the United States Code, if the Retired Participant elects to have such deduction and direct payment made. An election by a Retired Participant for such deduction and direct payment may be revoked at any time.

ARTICLE XX.

MISCELLANEOUS

Section 20.01. Construction.

(a) Words used in this Plan in the singular or plural shall be construed as being in the plural or singular where appropriate.

(b) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code, and, when not inconsistent with the Code, the laws of the State of Georgia and the bylaws of the Board.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental retirement plan under the provisions of Code Sections 401 and 414(d) and the Trust as exempt from tax under Code Sections 501 and 115, and (ii) causes the Plan to comply with all applicable requirements of the Code and federal law shall prevail over any different interpretation.

(d) In resolving any conflict between the Plan and any policy or contract issued under the Plan, the provisions of the Plan shall prevail.

(e) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(f) The terms of this Basic Plan Document shall control except as otherwise provided in an Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), as accepted by or on behalf of the GMEBS Board, in which case the terms of the Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement) shall control.

(g) Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(1) as conferring upon any Participant, beneficiary, or any other person a right or claim against the GMEBS Investment Fund, the Trust Fund, the Trustees, the Adopting Employer, or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(2) as a contract or Agreement between the Adopting Employer and any Participant or other person;

(3) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Adopting Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(4) as giving any Participant the right to be retained in the service of the Adopting Employer or to interfere with the right of the Adopting Employer to discharge any Participant or other person at any time.

Section 20.02. Non-Diversion.

(a) The assets of the Plan shall never inure to the benefit of an Adopting Employer and shall be held for the exclusive purposes of providing benefits to Participants in the Plan and their beneficiaries and defraying reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, except in the case of a contribution which is made by an Adopting Employer under a mistake of fact as determined solely by the Administrator. Such contribution shall be returned to the Adopting Employer, upon demand, and shall be reduced for any loss incurred but unadjusted for any gains earned during the time the mistaken contribution was part of the Trust Fund.

(b) Trust assets shall be managed in compliance with Code Section 503(b).

Section 20.03. Legally Incompetent; Power of Attorney. Any Participant, Retired Participant, Terminated Vested Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of such person's estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under

the Plan. No person may act as an attorney-in-fact for an Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney-in-fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

Section 20.04. Benefits Supported Only by Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction. In no event shall the Adopting Employer, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the separate GMEBS Trust Agreement.

Section 20.05. Non-Discrimination. The Adopting Employer, through the Pension Committee, shall administer the Plan in a uniform and consistent manner with respect to all Participants.

Section 20.06. Limitation of Liability; Legal Actions.

(a) It is expressly understood and agreed by each Employee who becomes a Participant hereunder that, except for willful neglect or fraud, neither the Adopting Employer, the Plan Representative, nor the Board of Trustees shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection with the Plan or its operation, and each such Participant hereby releases the Adopting Employer,

all its employees and agents, the Plan Representative, and the Board of Trustees from any and all liability or obligation.

(b) The Adopting Employer and the Plan Representative shall be the only necessary parties to any action or proceeding involving any rights under the Plan or the proper administration thereof, and no Participant, Beneficiary, or other persons having or claiming to have an interest in the Plan shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Plan.

Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. Any person or a group of persons may serve in more than one (1) fiduciary capacity with respect to the Plan.

Section 20.07. Claims. Any payment to a Participant or Beneficiary, or to their legal representatives, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan Representative or the Adopting Employer, either of which may require such Participant, Beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Representative or the Adopting Employer.

Section 20.08. Errors in Benefits.

(a) Effective upon issuance of an Internal Revenue Service favorable opinion letter which covers this provision, notwithstanding any provision in this Section 20.08 to the contrary, any action upon an underpayment or overpayment shall be brought within six (6) years after the

same becomes due and payable. Likewise, GMEBS shall not be required to correct any underpayment or overpayment more than six (6) years after said underpayment or overpayment occurred.

(b) Underpayments. Any underpayments from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative errors shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. Underpayments shall be made up from the Adopting Employer's Trust Fund. Effective with respect to underpayments corrected on or after January 1, 2017, in the event a Retired Participant, Pre-Retirement Beneficiary or Post-Retirement Beneficiary to whom a corrective payment is due dies before such payment is made, said corrective payment shall be paid to such Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's designated beneficiary, as defined in this subsection (b) or, if there is no such designated beneficiary, to the deceased Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of such Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(c) Overpayments. In the event of an overpayment from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative error, the following provisions shall apply:

(1) Corrective Amendment Option. In the event of an overpayment that is due to misapplication of the terms of the Plan, the Adopting Employer may be provided the opportunity to amend its Adoption Agreement (a "Corrective Amendment") in order to provide for such overpayment to be permissible under the terms of the plan, but only if the Corrective Amendment is consistent with the circumstances resulting in the overpayment and with the Basic Plan Document, as determined by the Administrator. The Corrective Amendment may be effective either retroactively only, or both retroactively and prospectively.

(2) Determination of Reasonableness of Collection from Retired Participants or Beneficiaries. In the event that the Adopting Employer does not adopt a Corrective Amendment, or that the circumstances resulting in the overpayment or the Basic Plan Document would not permit such an amendment, the Administrator and the Adopting Employer will consult in making a determination of whether collection of the overpayment (in full or in part) from a Retired Participant or Beneficiary is reasonable under the particular facts and circumstances involved. In their determination, the Administrator and the Adopting Employer shall consider (1) the hardship of collection on the Retired Participant or Beneficiary; (2) any legal impediments to collection; and (3) the potential risk of litigation if collection is pursued, in consultation with the affected Adopting Employer's counsel.

(3) Failure to Reach Agreement on Reasonableness of Collection. If the Administrator and the Adopting Employer cannot reach agreement within six (6) months as to whether collection of an overpayment from a Retired Participant or Beneficiary is

reasonable, the Board shall make this determination, considering the factors outlined above in paragraph (2).

(4) Collection Process. If a determination under this subsection is made that collection from the Retired Participant or Beneficiary is reasonable, the overpayment shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. In collecting amounts of the overpayment (in full or in part), the Administrator shall have the discretion to use any of the following options: (i) single sum payments; (ii) installment payments; (iii) actuarial reduction of future Retirement payments; or (iv) deductions from Retirement payments. Retirement payment deductions shall not exceed fifty percent (50%) of the amount of payment from which the deduction is made.

(5) Corrective Payment by Adopting Employer. If full collection of an overpayment is not achieved, either because of a determination that full collection from the Retired Participant or Beneficiary is not reasonable, or because efforts at collection do not result in a full collection of the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any uncollected overpayment, including interest as calculated under paragraph (4) ("corrective contribution"). Any corrective contribution by a Participating Employer must be made at the same time that the next regular employer contribution is due under the Plan. In the event employer contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(6) Alternative Correction Approach. If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

(d) Overpayments Due to Delay in Notification of Death of Participant or Beneficiary.

(1) In the event that GMEBS makes a payment to a Retired Participant or to a beneficiary following the death of such Participant or beneficiary, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover said overpayment for a period of 60 days after receiving notice from the Adopting Employer of the Participant's or beneficiary's death. If after 60 days from the date on which GMEBS receives notice of the Participant's or beneficiary's death, GMEBS is unable to recover the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any such uncollected overpayment, including interest as calculated under paragraph (c)(4) above ("corrective contribution"). Any corrective contribution by an Adopting Employer must be made at the same time that the next regular Employer Contribution is due under the Plan. In the event Employer Contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(2) If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS Board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

Section 20.09. Notice. Any notice given under the Plan shall be sufficient if given to: (1) the Board if addressed to the Administrator at its office; (2) the Adopting Employer if addressed to the address of the Governing Authority indicated in the Adoption Agreement; or (3) a Participant or Beneficiary, when addressed to the Participant at the Participant's address as it appears in the records of the Administrator or the Adopting Employer.

Section 20.10. Right of Recovery. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, whether or not it was made due to the error of the Administrator, from the person to whom it was made, or from any other appropriate party. If any such incorrect payment is made directly to a Participant, the provisions of Section 20.08 apply.

Section 20.11. Evidence of Action. All ordinances, resolutions, forms, orders, requests, documents and instructions provided to the Administrator by an Adopting Employer or by any duly authorized representative (e.g., Plan Representative or Pension Committee Secretary), shall

be in writing and the Administrator shall be fully protected in acting in accordance with such ordinances, resolutions, forms, orders, requests, documents and instructions.

Section 20.12. Reliance. The Administrator or Board shall not incur any liability in acting upon any notice, request, signed letter, telegram, form, or other paper or document believed by the Administrator or Board to be genuine or to be executed or sent by an authorized person.

Section 20.13. Information to Administrator. As a condition precedent to GMEBS's administration of the Plan, the Adopting Employer shall provide current information to the Administrator including but not limited to the name, date of birth, date of employment, Enrollment Date, annual Earnings, leaves of absences, Vesting eligibility, Credited Service and Termination date for each Eligible Employee who is or who is expected to become a Participant under the Plan, together with any other information which the Administrator deems necessary. The information provided by the Adopting Employer to the Administrator shall be conclusive as to all persons.

Section 20.14. Participant Data to Administrator. Each Participant and each Beneficiary of a deceased Participant, as applicable, must provide the Administrator any evidence, data or other information as requested by the Administrator for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant furnishes promptly full, true and complete evidence, data and information when requested by the Administrator. The Administrator shall advise each Participant of the effect of the failure to comply with its request.

Section 20.15. Treatment of Vacated Court Orders. Notwithstanding any provision to the contrary, a period of employment that was compelled by court order which was

subsequently vacated, reversed, or otherwise set aside shall not count as Credited Service under the Plan, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. Likewise, Earnings paid to a Participant during any such period shall not be used to compute the Participant's Final Average Earnings, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. In the event such a Participant Retires before the order compelling the Participant's reinstatement is vacated, reversed, or otherwise set aside, the Participant's Credited Service and Final Average Earnings shall be revised following such reversal, vacation or otherwise setting aside of the Participant's reinstatement, and the Participant's Retirement benefits shall be recalculated and adjusted accordingly, effective the first day of the month following such action. Any overpayments to the Participant resulting from including Credited Service and Earnings from any such period or partial period of employment during which the Participant did not satisfy the eligibility requirements for participation under the Plan shall be corrected in accordance with Section 20.08 of the Basic Plan Document.

Section 20.16. Entire Plan. The Plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Plan. No statement by the Trustees, Adopting Employer, or Administrator shall be used in any claim unless in writing, signed by the party against whom the claim is being made.

The terms of the foregoing Basic Defined Benefit Plan Document are hereby adopted and agreed to pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System.

APPENDIX

REFERENCED SECTIONS OF O.C.G.A.

Copies of sections of the Official Code of Georgia Annotated ("O.C.G.A.") referenced herein, as in effect on the date of adoption of this amended and restated Basic Plan Document, are attached hereto and made a part hereof. The Georgia legislature may amend the provisions of the attached O.C.G.A. sections from time to time. Any such amendments by the Georgia legislature are afforded no reliance by the currently issued IRS opinion letter.

RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

APPROVAL OF AMENDMENT 1 TO THE THIRD CYCLE
RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN
(APPROVED BY THE IRS AUGUST 31, 2023)

WHEREAS, the Board of Trustees ("Board") of the Georgia Municipal Employees Benefit System ("GMEBS") previously adopted the GMEBS Defined Benefit Retirement Plan ("Plan"), which received a favorable advisory letter from the Internal Revenue Service ("IRS") on March 30, 2018, and was most recently amended by the Board on December 2, 2022, through the Board's approval of Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan;

WHEREAS, the Board periodically updates and restates the Plan with the IRS to ensure the qualified status of the Plan under Section 401(a) of the Internal Revenue Code;

WHEREAS, GMEBS most recently submitted the Plan to the IRS for restatement purposes on June 29, 2022;

WHEREAS, on August 31, 2023, the IRS issued a favorable opinion letter for the Plan;

WHEREAS, under the IRS's practices and procedures relating to plan restatements, certain amendments the Board had previously made to the Plan to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions, were not included in the Plan documents submitted to the IRS for restatement purposes;

WHEREAS, the Board has reserved the right to amend the Plan on behalf of Adopting Employers to retain the qualified status of the Plan in Section 18.02 of the Basic Plan Document; and

WHEREAS, the Trustees now wish to amend the newly restated Plan ("Third Cycle Restated GMEBS Defined Benefit Retirement Plan") to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions.

NOW, THEREFORE BE IT RESOLVED, this Amendment 1 is hereby adopted to amend the Basic Plan Document effective as set forth herein:

1. Section 10.01(b), concerning distribution rules imposed by federal law, are amended to update the age for a Participant's required beginning date, as follows:

(a) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the applicable age or (ii) the calendar year in which the Participant Retires. For purposes of this Section, "applicable age" (as defined under Code Section 401(a)(9)(C)(v)) means:

(1) Age seventy and one-half (70 ½) (for a Participant who was born on or before June 30, 1949);
(2) Age seventy-two (72) (for a Participant who was born on or after July 1, 1949, but before 1951); or
(3) Age seventy-three (73) or the otherwise applicable age under Section 401(a)(9)(C)(v) of the Internal Revenue Code (for a Participant who was born in 1951 or later).

2. Section 10.01(c)(1), concerning distribution rules imposed by federal law, are amended to update the Participant's age for the purpose of distributions to his or her surviving spouse when said surviving spouse is the sole Designated Beneficiary, as follows:

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age, if later.

RESOLVED FURTHER by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolutions on behalf of the Board, including but not limited to making non-substantive modifications to Plan documents as necessary, and that all prior actions taken in effectuating the Restated Plan documents and cooperation with IRS requests and directives are hereby ratified and confirmed in all respects.

RESOLVED FURTHER that the amendments herein shall take effect October 1, 2023.

The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 22 day of September, 2023.

Attest:

Georgia Municipal Employees Benefit System

Larry Hanson, Secretary-Treasurer

Rebecca L. Tydings, Chair

Adopted by the Board of Trustees at the meeting held on September 22, 2023.

SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN

I. GENERAL OVERVIEW

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- **Change from "Master Plan Document" to "Basic Plan Document"** – The IRS changed its terminology for pre-approved plan documents from "Master Plan document" to Basic Plan Document."

- **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.

- **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain "safe harbor" age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS "safe harbor" age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS's opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS's safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don't meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** "In-service distribution" means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A "bona fide

separation from service" is a separation from service of at least six months with no expectation of returning to service.

- **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant's benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.

- **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual's last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.

- **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.

- **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers' voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer's chief executive, a GMEBS trustee will be considered his or her employer's designated voting representative. For all other employers, the chief executive or administrative officer will be the employer's voting representative.

- **Use of Trust Fund Assets –** The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.

- **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer's plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.

- **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers' Adoption Agreements.

- **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022's SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.