

August 30, 2017

Shore Protection Act Permit Application
O.C.G.A. § 12-5-230

For:
115 E. Nineteenth Street
Sea Island, Georgia

Applicant:
Cottage 57, LLC
c/o The Bishop Law Firm

Prepared By:
Resource & Land Consultants, LLC



GA DNR

AUG 31 2017

Marsh & Shore Mgt. Program

**Shore Protection Act Application
Cottage 57, LLC
115 E. Nineteenth Street
Sea Island, Georgia**

1.0 Introduction:

Cottage 57, LLC proposes to undertake activities within the Shore Protection Act (SPA) jurisdiction at 115 E. Nineteenth Street, on Sea Island, Glynn County, Georgia (latitude 31.191873°, longitude - 81.336418°). The activities proposed within SPA jurisdiction, depicted on the proposed site plan titled *Cottage 57, Sea Island, Georgia*, dated March 20, 2017 (Attachment G) include the following:

- Landscaping
- Modification of existing beach access stairs

2.0 Existing Conditions:

The subject property is located on E. Nineteen Street on the Atlantic Ocean (Attachment F, Vicinity Map). The SPA jurisdiction line was verified by the Coastal Resources Division (CRD) staff via letter of October 26, 2016 and is depicted on the survey produced by Shupe Surveying Company, P.C. titled *Cottage 57, LLC Lots, 10, & A Portion Of 11, Block '48', Sea Island Subdivision No. 1 & Additional Property*, dated September 28, 2016, (Attachment H).

The subject lot total area is 44,431.2 ft², of which 5,975.52 ft² is under the jurisdiction of the SPA. An existing house is located on the lot, and the area within jurisdiction consists of lawn, landscaping and an existing wood beach access stair. An existing rock revetment is located seaward of the lot boundary.

3.0 Project Description

The applicant proposes to modify the existing beach access stairs by straightening the portion of the stairs over the rocks and widening them to a width of 6', resulting in 228.34 ft² of structure located over the rock revetment. The stairs are located on the existing revetment, which is owned by SIA PROPCO II, LLC (SIA). There is no high tide beach or dunes at this location. SIA has granted authorization to the applicant to include the modification and maintenance of the walkway via letter of August 18, 2017 (Attachment B). A 10' by 18' wood deck is proposed landward of the revetment within the existing lawn, and will attached to the walkway. A 9 ft² portion of a brick paver walkway is proposed to connect the existing beach access to the residence. The existing St. Augustine lawn would be reduced in size by increasing the amount of native landscaping to 2,131.37 ft² and would be replaced with a 3,253.53 ft² seashore Paspalum lawn. The amount of alteration within jurisdiction for each component of the project is summarized in Table 1.

As proposed, the only alterations proposed on the subject property are the hardscapes associated with the construction of the deck, pavers, and section of walkway landward of the revetment. These proposed activities would alter only 590.62 ft² of SPA jurisdictional area, and 5,384.9 ft² (+/- 90%) of the jurisdictional area would remain in its natural or improved state as native plantings and Paspalum lawn.

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Table 1: SPA Activity Summary Table

EXISTING FEATURES	AREA (FT²)	PROPOSED IMPROVEMENTS	AREA (FT²)
Stairs over revetment (SIA property)	63.31	Modify stairs (SIA property)	228.34
Total			228.34
Walkway landward of revetment	147.30	Add deck, modify walkway	581.62
		Add pavers	9.00
St. Augustine lawn	4,279.35	Seashore Paspalum lawn	3,253.53
Native landscape	1,548.84	Native landscape	2,131.37
Total (not including SIA property)			5,975.52

4.0 Landfill / Hazardous Waste

According to the Hazardous Site Index for Georgia, the subject property is not located over a landfill or hazardous waste site and is otherwise suitable for the proposed project.

5.0 Requirements and Restrictions Regarding Issuance of Permit

As discussed below, the proposed project meets the requirements under which a permit should be granted:

O.C.G.A. § 12-5-239(c) states:

(c) No permit shall be issued except in accordance with the following provisions:

(1) A permit for a structure or land alteration, including , but not limited to, private residences, motels, hotels, condominiums, and other commercial structures, in the dynamic dune field may be issued only when:

(A) The proposed project shall occupy the landward area of the subject parcel and, if feasible, the area landward of the sand dunes;

There are no dunes located on the subject property. An existing rock revetment separates the property from the wet-sand beach area along this portion of Sea Island. All activities are located within previously developed areas.

(B) At least a reasonable percentage, not less than one-third, of the subject parcel shall be retained in its naturally vegetated and topographical condition;

90% of the SPA jurisdictional area on the subject property will be maintained in an existing or improved vegetative and topographic condition.

(C) The proposed project is designed according to applicable hurricane resistant standards;

The project will comply with the most current applicable hurricane standards. A letter from Mr. Gregory Palmer, Georgia Registered Landscape Architect No. 8200, dated April 26, 2017 certifying the design is included in Attachment E.

(D) The activities associated with the construction of the proposed project are kept to a minimum, are temporary in nature, and, upon project completion, restore the natural topography and vegetation to at least its former condition, using the best available technology;
90% of the SPA jurisdictional area will be maintained in an existing vegetative and topographic condition. Any impacts associated with construction of the proposed project will be restored to at least their former condition.

(E) The proposed project will maintain the normal functions of the sand-sharing mechanisms in minimizing storm-wave damage and erosion, both to the unaltered section of the subject parcel and at other shoreline locations.

The majority of the proposed landscaping and hardscape activities are located within previously developed areas landward of an existing rock revetment. Only the modification of the existing beach access stairs is located in an area subject to storm-wave damage. The beach access stairs are located on the existing revetment, and no dunes or dry beach is present at this location. The proposed activities will not affect the normal functions of the sand-sharing system at the project area or other shoreline locations.

(2) No permits shall be issued for a structure on beaches, eroding sand dune areas, and submerged lands; provided, however, that a permit for a pier, boardwalk, or crosswalk in such an area may be issued, provided that:

(A) The activities associated with the construction of the proposed land alterations are kept to a minimum, are temporary in nature, and, upon project completion, the natural topography and vegetation shall be restored to at least their former condition, using the best available technology,

The proposed modification of the existing beach access stairs will occur on the existing revetment and will terminate in the wet sand beach at the seaward toe of the revetment. The activities associated with the modification of the existing beach access stairs will be temporary and the topography and vegetation will be restored to at least its former condition upon completion.

(B) The proposed project maintains the normal functions of the sand-sharing mechanisms in minimizing storm-wave damage and erosion, both to the unaltered section of the subject parcel and at other shoreline locations.

The majority of the proposed landscaping and hardscape activities are located within previously developed areas landward of an existing rock revetment. Only the modification of the existing beach access stairs is located in an area subject to storm-wave damage. The beach access stairs are located on the existing revetment, and no dunes or dry beach is present at this location. The proposed activities will not affect the normal functions of the sand-sharing system at the project area or other shoreline locations.

(3) A permit for shoreline engineering activity or for a land alteration on beaches, sand dunes, and submerged lands may be issued only when:

(A) The activities associated with the construction of the proposed project are to be temporary in nature, and the completed project will result in complete restoration of any beaches, dunes, or shoreline areas altered as a result of that activity;

No shoreline engineering activities or land alterations are proposed for this project on beaches, sand dunes, or submerged lands.

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(B) The proposed project will insofar as possible minimize effects to the sand sharing mechanisms from storm-wave damage and erosion both to the subject parcel and at other shoreline locations;

No shoreline engineering activities or land alterations are proposed for this project on beaches, sand dunes, or submerged lands.

(C) In the event that shoreline stabilization is necessary, either low-sloping porous rock structures or other techniques which maximize the dissipation of wave energy and minimize shoreline erosion shall be used. Permits may be granted for shoreline stabilization activities when the applicant has demonstrated that no reasonable or viable alternatives exist; provided, however, that beach restoration and renourishment techniques are preferable to the construction of shoreline stabilization activities;

No shoreline engineering activities or land alterations are proposed for this project on beaches, sand dunes, or submerged lands.

6.0 Public Interest Statement

O.C.G.A. § 12-5-239(i) states:

(i) In passing upon the application for a permit, the permit-issuing authority shall consider the public interest which for the purposes of this part shall be deemed to be the following considerations:

(1) Whether or not unreasonably harmful, increased alteration of the dynamic dune field or submerged lands, or function of the sand-sharing system will be created;

The majority of the proposed activities are located within previously developed areas landward of an existing rock revetment, where no dunes or sand-sharing system is present. Only the modification of an existing beach access stair will occur on submerged lands. However, the stairs are located on an existing revetment, and will not unreasonably alter the submerged lands or functions of the sand-sharing system.

(2) Whether or not the granting of a permit and the completion of the applicant's proposal will unreasonably interfere with the conservation of marine life, wildlife, or other resources;

The majority of the proposed project is located within an existing residential yard and will not unreasonably interfere with the conservation of marine life, wildlife, or other resources. The modification of the existing beach access stairs will terminate in the wet-sand beach. While sea turtles are known to nest on Sea Island, no suitable nesting habitat exists at the project site as there is no dry sand beach. All lighting associated with the project will be installed in accordance with DNR Wildlife Resources Division's sea turtle nesting guidelines as well as Glynn County lighting regulations.

(3) Whether or not the granting of a permit and the completion of the applicant's proposal will unreasonably interfere with reasonable access by and recreational use and enjoyment of public properties impacted by the project.

The project will not interfere with access to or use and enjoyment of public properties. The majority of the proposed project will be conducted on private property. The terminal end of the existing beach access stairs is also located on private property owned by SIA PROPCO II, LLC, which has granted authorization to conduct the proposed activities on their land.

7.0 Warranty Deed

The warranty deed conveying the subject property from Casa Genotta/Pham, LLC to Cottage 57, LLC, on December 30, 2015, filed and recorded on December 31, 2015 at the office of the Clerk of Superior Court of Glynn County, Georgia, is included as Attachment B. Also attached is a warranty deed from SIA PROPCO II, LLC conveying additional property to Cottage 57, LLC also filed and recorded on December 31, 2015 at the office of the Clerk of Superior Court of Glynn County, Georgia. Last, attached is a warranty deed conveying the oceanfront property from Sea Island Acquisition, LLC to SIA PROPCO II, LLC on March 13, 2014, filed and recorded on March 14, 2014 at the office of the Clerk of Superior Court of Glynn County, Georgia, showing ownership of the portion of the project upon which the beach access stairs are located.

8.0 Vicinity Map

A location map of the subject property is included as Attachment F.

9.0 Adjoining Property Owners

The adjoining property owners are depicted in Attachment C.

10.0 Zoning Certification

Zoning certification from Glynn County Planning & Development is included as Attachment D.

11.0 Hurricane Certification

The project will comply with the most current applicable hurricane standards. A letter from Mr. Gregory Palmer, Georgia Registered Landscape Architect No. 8200, dated April 26, 2017 certifying the design is included in Attachment E.

12.0 Permit Drawings

The proposed activities within jurisdiction are depicted on the drawings produced by The Vine titled *Cottage 57, Sea Island, Georgia*, dated April 20, 2017 (Attachment G)

13.0 Application Fee

A check for the application fee of \$100.00 has been submitted upon delivery of the application.

Dodson, Jordan

From: Daniel Bucey <dbucey@rlandc.com>
Sent: Thursday, January 25, 2018 8:34 AM
To: Dodson, Jordan
Cc: Noble, Josh; jbishop@bishopfirm.com; marty@bishopfirm.com
Subject: RE: SPA Application for Cottage 57, LLC
Attachments: Fully executed - Revocable License and Proceed Letter.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Miss Jordan;
Responses to your outstanding questions:

1. A designation of agent; Cottage 57, LLC designated The Bishop Law Firm, Mr. James Bishop as the agent for this application, as stated on the SPA application signed by Ms. Allison Sargent, Manager of Cottage 57, LLC . Resource & Land Consultants, LLC c/o Daniel Bucey is employed by the Bishop Law Firm to assist with the application. You can contact me directly and copy Mr. Bishop with all correspondence, or contact Mr. Bishop directly and copy me.
2. Please provide documentation showing that the condition of the letter from SIA PROPCO II, LLC, dated August 18, 2017, has been complied with. A signed copy of the agreement between the applicant and SIA PROPCO II, LLC is attached.
3. While onsite, January 2, 2018, it was discovered that there is existing irrigation just landward of the rock revetment. Are there any plans to retain/reestablish this irrigation? The applicant will retain the existing irrigation system.

Regarding the request to repair the stairs, the application before you included a request to modify the existing stairs. When the existing stairs were damaged by Hurricane Irma, the owner requested an LOP to repair the stairs. Given past CRD staff and SPC decisions to deny private access stairs contrary to SPA regulations, the applicant intends to secure an LOP to rebuild the stairs to at least their former condition should the SPC deny the request to modify them as proposed in the application.

Sincerely,
Daniel H. Bucey
Principal
Resource & Land Consultants, LLC
41 Park of Commerce Way Suite 303
Savannah, Georgia 31405
912-443-5896 (office)
912-443-5898 (fax)
912-659-0988 (cell)

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From: Dodson, Jordan [mailto:jordan.dodson@dnr.ga.gov]
Sent: Tuesday, January 23, 2018 11:59 AM

To: Daniel Bucey <dbucey@rlandc.com>
Cc: Noble, Josh <Josh.Noble@dnr.ga.gov>
Subject: SPA Application for Cottage 57, LLC

Re: Application for a Shore Protection Act for Cottage 57, LLC, Construction of a Deck and Paver Walkway, Modification to the Existing Beach Crossover, and Landscaping, 115 East Nineteenth Street, Sea Island, Atlantic Ocean, Glynn County

Dear Mr. Bucey:

The Department has reviewed the Shore Protection Act (SPA) application for the proposed construction of a deck and paver walkway, modification to the existing beach crossover, and landscaping for Cottage 57, LLC at 115 East Nineteenth Street. To date, our files contain the following items:

1. A signed application;
2. A description of the proposed project;
3. Adjoining property owners
4. A landfill/hazardous waste statement;
5. Public interests statements;
6. A hurricane standards statement;
7. Scaled drawings;
8. A current verified jurisdiction determination;
 - a. Attached is the re-verification letter, dated January 23, 2018. The original is in the mail.
9. A copy of the legal description of the property;
10. Application fee of \$100.00
11. Certificate or letter from the local zoning authority;
12. Plans signed by the local zoning authority

Staff has identified additional information that is needed before the application can be placed on Public Notice. Keep in mind that an application needs to be “substantially complete” before it can be presented to the Shore Protection Committee (SPC). The following items are required before the application can be placed on Public Notice:

1. A designation of agent;
2. Please provide documentation showing that the condition of the letter from SIA PROPCO II, LLC, dated August 18, 2017, has been complied with.
3. While onsite, January 2, 2018, it was discovered that there is existing irrigation just landward of the rock revetment. Are there any plans to retain/reestablish this irrigation?

Currently, the Department has received two requests for this property. The requests consist of the SPA application, received August 31, 2017, discussed above, as well, as a request for a Letter of Permission (LOP), received October 31, 2017, to repair the stairs after Hurricane Irma. The SPA application includes a proposed modification to the existing, now damaged, stairs. The modification includes straightening the portion of the stairs over the rocks and widening them to a width of 6ft. If a LOP were issued for the repair of the stairs, the authorization would only allow the stairs to be replace in the same footprint and size as before the storm. Please let the Department know if you would like to pursue the stair modification, included in the pending SPA application, or if you would like to replace the stairs as they were before the storm with a LOP.

Our permitting and legal staff will be reviewing your application simultaneously. Our legal staff may contact you to clarify ownership interests or to request additional information prior to the 30-day public notice period. During the public comment period, the committee will be reviewing the project and may request additional information. Public comments and questions about your project will be forwarded to you for response. Staff will assist you throughout the process.

I appreciate your assistance in working with staff to provide a substantially complete permit application to the Shore Protection Committee for their consideration. Please feel free to contact me at (912) 262-3109 with any questions or comments.

Sincerely,

Jordan Dodson

Coastal Permit Coordinator

Coastal Resources Division

(912) 262-3109 | M: (912) 266-0642

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GEORGIA DEPARTMENT OF NATURAL RESOURCES

File: SPA20170017



William M. McHugh
Vice President and General Counsel

August 18, 2017

Mr. and Mrs. Thomas Franco
Cottage 57
115 East Nineteenth Street
Sea Island, GA 31561

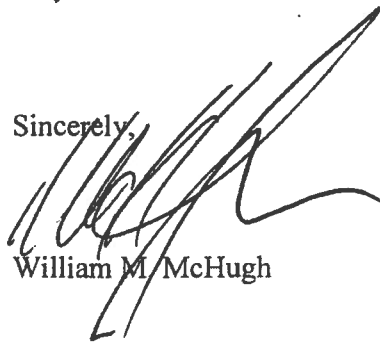
Dear Mr. and Mrs. Franco:

SIA PROPCO II, LLC is aware of the application filed by Cottage 57 LLC to conduct activities within SPA jurisdiction on SIA property, and hereby grants permission to said applicant to carry out the proposed activities in accordance with any authorization issued by the Shore Protection Committee. This permission is based upon the understanding that authorized activities will take place on our beachfront property east of your Cottage 57 consistent with the planned scope of work represented on the attached drawing, "Cottage 57 Sea Island, GA" prepared by The Vine and dated 04.20.17. However, we will require your execution of one or more documents recognizing our rights to revoke this license and outlining your obligations to maintain the improvements, as well as risk and indemnity obligations we typically require from revocable licensees. We will forward a form for your signature within a week to ten days.

Please coordinate any further approvals by others as may be needed.

Please call with any questions.

Sincerely,



William M. McHugh

WMM/kch
Enclosure

cc: Bill Edenfield

GA DNR

JAN 25 2018

Marsh & Shore Mgt. Program



ENCROACHMENT AND LICENSE AGREEMENT

Key Terms

First Party:	SIA Propco II, LLC, a Delaware limited liability company (the "First Party")
First Party Address:	c/o Sea Island Acquisition, LLC 351 Sea Island Road St. Simons Island, Georgia 31522 Attn: William McHugh, General Counsel Fax: Email: billmchugh@seaisland.com
Second Party:	Cottage 57 LLC, a Georgia corporation (the "Second Party") (First Party and Second Party, and First Party's successors-in-title are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties")
Second Party Address:	104 Willow Street Brooklyn, NY 11201 Fax: Email: atfny@yahoo.com
Second Party Owner & Property Name:	Thomas & Allison Franco Cottage 57 115 East Nineteenth Street Sea Island, GA 31561
First Party Property:	All of that portion of the property owned by First Party adjacent to property owned by Second Party shown on the map or survey attached hereto and incorporated herein by reference as Exhibit A, as the First Party Property (the "First Party Property")
Permitted Existing Improvements:	Exhibit A – Second Party Property Tax Map Exhibit B – Second Party Property Survey Exhibit C – Shore Protection Jurisdiction Permit Application Exhibit D – Existing improvements include modifications to the existing beach access stairs. (collectively, the "Permitted Existing Improvements")
Permitted New Improvements:	N/A (collectively, the "Permitted New Improvements")
Permitted Use:	To use the First Party Property as a portion of the yard for the personal residence constructed on the adjacent property owned by Second Party, for maintenance and repair of the Permitted Existing Improvements; To use the First Party Property for maintenance and repair of the permitted existing improvements. (collectively, the "Permitted Use")]
Effective Date	

GA DNR

JAN 25 2013

THIS ENCROACHMENT AND LICENSE AGREEMENT (the "**Agreement**") is made by and between the First Party referenced above and the Second Party referenced above, as of the Effective Date. The meanings of the capitalized key terms defined above are expressly incorporated into this Agreement.

RECITALS

- A. First Party owns the First Party Property.
- B. Second Party owns property adjacent to the First Party Property and wishes to maintain the Permitted Existing Improvements referenced above, if any, and/or to construct Permitted New Improvements referenced above, if any, on the First Party Property.
- C. First Party and Second Party wish to acknowledge that the Permitted Existing Improvements, if any, are, and that the Permitted New Improvements, if any, when constructed will be, permitted improvements owned by Second Party encroaching on the First Party Property, subject to the terms, conditions, and limitations of this Agreement.
- D. Second Party also wishes to use the First Party Property for the Permitted Use, and First Party wishes to permit Second Party to use the First Party Property for the Permitted Use, subject to the terms, conditions, and limitations of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Party and Second Party hereby agree as follows:

ARTICLE I. PERMITTED ENCROACHMENT

1.1 **Permitted Encroachment.** First Party and Second Party agree that the Permitted Existing Improvements, if any, are, and the Permitted New Improvements, if any, when constructed will be, permitted improvements owned by Second Party encroaching on the First Party Property, subject to the terms, conditions, and limitations of this Agreement. Second Party has no ownership interest in the First Party Property resulting from any Permitted Existing Improvements on the First Party Property and will have no interest in the First Party Property resulting from the construction of any Permitted New Improvements on the First Party Property.

1.2 **New Construction.** Subject to compliance with Applicable Law (defined in Section 3.2), any applicable Covenants (defined in Section 3.2), and the terms, conditions, and limitations of this Agreement, Second Party may construct the Permitted New Improvements, or reconstruct the Permitted Existing Improvements, provided that the plans and specifications for any construction, the location of the improvements, the proposed contractors, and the performance of any work, shall be subject to the prior approval of First Party, which approval may be granted, withheld, or conditioned in First Party's sole and unfettered discretion.

1.3 **Maintenance and Repair.** Second Party, at Second Party's sole cost and expense, shall maintain the Permitted Existing Improvements, if any, and when constructed the Permitted New Improvements, if any, in good, serviceable and aesthetically pleasing condition and in compliance with Applicable Law and any applicable Covenants, or to such higher standard as may be required by First Party from time to time.

1.4 **Limitations.** The permission granted in this Agreement for the Permitted Existing Improvements, if any, is for the Permitted Existing Improvements as constructed on the date of this Agreement. The permission granted in this Agreement for the Permitted New Improvements, if any, is for the Permitted New Improvements constructed in accordance with the plans and specifications approved by First Party. Second Party shall not materially modify, change, or alter any Permitted Existing Improvements, or any Permitted New Improvements following constructed in accordance with the approved plans and

specifications, without the prior written approval of First Party, which approval may be granted, withheld, or conditioned by First Party in its sole and unfettered discretion.

ARTICLE II. LICENSE

3.1 **License.** Subject to Applicable Law, any applicable Covenants, and the terms, conditions, and limitations of this Agreement, Second Party, and Second Party's agents, employees, contractors, guests, and invitees (collectively, the "Permitted Users") may use the First Party Property for the Permitted Use, and for no other purpose. First Party reserves the right to establish rules and regulations governing the use of the First Party Property from time to time, and the use of the First Party Property by the Permitted Users, including Second Party, shall be subject to the rules and regulations when and if established.

3.2 **Maintenance and Repair.** Upon written request by First Party, Second Party, at Second Party's sole cost and expense, shall maintain the First Party Property in good, serviceable and aesthetically pleasing condition and in compliance with Applicable Law and any applicable Covenants, or to such higher standard as may be required by First Party from time to time.

3.3 **Limitations.** The license granted in this Agreement is for the Permitted Use and for no other purpose. Without limiting the foregoing, Second Party may not use the First Party Property for any commercial or illegal purpose, may not permit or commit any waste or nuisance on the First Party Property, may not interfere with the activities on or use of the First Party Property by First Party, or First Party's agents, employees, contractors, guests and invitees, and may not perform any work (other than reasonable landscape maintenance), construct any improvements or modify, change, or alter the First Party Property, without the prior written approval of First Party, which approval First Party may grant, withhold, or condition in its sole and unfettered discretion.

ARTICLE III. GENERAL MATTERS

3.1 **Term.** This Agreement and the license granted to Second Party shall commence as of the Effective Date of this Agreement and shall automatically renew annually, unless otherwise terminated as provided for in Section 3.3.

3.2 **Applicable Law.** Second Party acknowledges that the use of the First Party Property is subject to federal, state, and local law ("Applicable Law"), including without limitation where applicable the Clean Water Act, the Georgia Erosion and Sedimentation Control Act, the Georgia Shore Protection Act, the Georgia Coastal Marshlands Protection Act, the Endangered Species Act, and local zoning and subdivision ordinances, and that the First Party Property may be subject to other covenants, conditions, restrictions, reservations, limitations, or encumbrances of record ("Covenants"), and that Second Party shall be responsible for complying with Applicable Law and any applicable Covenants in connection with the Permitted Existing Improvements, if any, and Permitted New Improvements, if any, and in its use of and activities on the First Party Property.

3.3 **Nature of License; Revocation.** This Agreement conveys to Second Party, in both Article I and Article II, a non-exclusive revocable license, subject to its terms, conditions, and limitations. Second Party, by acceptance and execution of this Agreement, acknowledges that the making, execution and delivery of this Agreement by First Party does not confer upon Second Party any right, title, interest, or estate in the First Party Property, nor confer upon Second Party a license coupled with an interest or easement in the First Party Property, regardless of whether or not Second Party makes any improvements or expends any funds in reliance on this Agreement, and Second Party is estopped from claiming any such right, title, interest, estate, license coupled with an interest or easement in the First Party Property. Second Party acknowledges that this Agreement confers upon Second Party, and only Second Party, a personal privilege, and regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by Second Party, the license and privileges hereby conferred shall be subject to absolute revocation by First Party, with or without cause, upon thirty (30) days prior written notice to Second Party by First Party. Second Party may also terminate the license and privileges hereby conferred with thirty (30) days prior written notice to First Party. Following revocation, this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except for those obligations which expressly survive the termination of this Agreement. Upon written request from First Party to Second Party following revocation,

Second Party agrees to remove the Permitted Existing Improvements, if any, or the Permitted New Improvements, if any, from the First Party Property, at Second Party's sole cost and expense, and return the First Party Property in a good, serviceable and aesthetically pleasing condition and in compliance with Applicable Law and any applicable Covenants, and this agreement shall survive the termination of the Agreement. Any improvements remaining on the First Party Property following revocation shall, at the option of First Party by written notice to Second Party, be deemed abandoned and shall belong to and be the absolute and sole property of First Party without notice, action taken, instrument, or conveyance executed or delivered, and without liability to make compensation therefor to Second Party, or to any other person whomsoever.

3.4 **Activities within the First Party Property; Coordination with Governmental Authorities.** Without limiting First Party's inherent rights as the owner of the First Party Property, First Party expressly reserves the right, but not the obligation, to carry out activities within the First Party Property, including without limitation activities: (a) if the First Party Property is adjacent to Sea Island Beach: (i) to alter, maintain, re-nourish, or protect the First Party Property or Sea Island Beach, including shoreline engineering activities or similar activities, (ii) to protect endangered or threatened species habitat, (iii) to address erosion, accretion, drifting sand, avulsion, or other natural phenomena that alter or affect the First Party Property or Sea Island Beach, or (iv) to trim or cut trees or modify landscaping within the First Party Property; (b) if the First Party Property is burdened by or constitutes a private easement or right of way: (i) to construct, alter, maintain, or relocate any roads, sidewalks, pavement, trails, utilities, cross-walks, gates, or other improvements within the First Party Property, (ii) to protect endangered or threatened species habitat, (iii) to trim or cut trees or modify landscaping within the First Party Property; or (iv) to remove traffic or visibility obstructions; and (c) to apply for or pursue any permit, license, or similar permission from any governmental agency having jurisdiction over the First Party Property for activities within the First Party Property, if required (and Second Party shall not have a right to do so, unless otherwise consented to in writing by First Party, which consent First Party may grant, withhold, or condition in its sole and unfettered discretion). Second Party shall not be a necessary party in any such application, and First Party may make such application without the consent, approval, or signature of Second Party. In addition, Second Party agrees that, upon request of First Party, it will join, support, and not oppose, any application made by First Party related to the rights set forth in this Section 3.4.

3.5 **Disclaimers.** First Party and Second Party agree that neither First Party nor its agents or representatives have made any guaranties, warranties, or representations of any kind or character, oral or written, past or present, express or implied, with respect to the First Party Property, including but not limited to warranties or representations as to matters of title, the size of or number of acres within the First Party Property, current or future zoning classification, Applicable Laws or Covenants, tax consequences, present or future physical or environmental conditions, availability of access, ingress or egress, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the First Party Property, including without limitation the suitability or fitness for a particular purpose of the First Party Property, the manner or quality of any improvements now or in the future constructed on the First Party Property, the location of the First Party Property or any portion thereof within any flood plain, evacuation zone, flood-prone area, or watershed. Second Party agrees that with respect to the First Party Property, Second Party has not relied either directly or indirectly, on any representation or warranty of First Party, except representations and warranties expressly stated in this Agreement, if any, and that First Party has issued, and Second Party has accepted, the license over the First Party Property, and the First Party Property, in its "as is, where is" condition. If the First Party Property is adjacent to Sea Island Beach, Second Party acknowledges that the First Party Property does now or may in the future constitute a dynamic dune field, and is subject erosion, accretion, drifting sand, avulsion, and other natural phenomena that may alter or adversely affect the First Party Property in the future. Similarly, if the First Party Property is adjacent to or constitutes marsh, Second Party acknowledges that the First Party Property does now or may in the future constitute a dynamic ecological zones, and is also subject erosion, accretion, drifting sand, avulsion, and other natural phenomena that may alter or adversely affect the First Party Property in the future.

3.6 **Assumption of Risk and Release of Liability.** Use of any portion of the First Party Property by Permitted Users, including Second Party, is at such person's own risk, and Second Party, for itself

and on behalf of the Permitted Users, fully assumes all risks, known and unknown, including without limitation risks of property damage and personal injury, including death, which arise from or relate to, or which may arise from or relate to, in any way, directly or indirectly, the exercise by Second Party or the Permitted Users of the license described in this Agreement, including without limitation the negligence of First Party or others. Second Party hereby releases, waives and forever discharges First Party, its affiliates, successors and assigns, and its or their members, managers, officers, directors, shareholders, employees, or agents (collectively, the "**Released Parties**") from any and all liability, loss, damage, expense, or injury, including death, that Second Party or the Permitted Users may suffer as a result of the exercise of the license described in this Agreement, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under any applicable law, and including without limitation the failure on the part of First Party to protect from or warn about unsafe conditions on the First Party Property.

3.7 **Indemnity.** Second Party shall and does hereby agree to indemnify, defend and hold harmless First Party, its successors-in-title, affiliated entities, and their members, managers, officers, shareholders, directors, and employees (each, an "**Indemnified Party**") from and against any and all liability, loss, damage, costs and expenses, including without limitation property damage, personal injury, or death, and reasonable attorney's fees and disbursements, and court costs, which arise out of or are in any manner connected with (i) the exercise by Second Party, or any other Permitted User of the license described in this Agreement, or the existence of the Permitted Existing Improvements or when constructed the Permitted New Improvements on the First Party Property (including without limitation for bodily injury or alleged bodily injury or death to persons, or property damage or alleged property damage, arising or alleged to have arisen on account of any act or omission of an Indemnified Party); (ii) any mechanic's or materialmen's lien or liens asserted, claimed or filed against the First Party Property by any contractor or subcontractor of the Second Party or any person acting on its behalf; (iii) for all loss and liability, including damage to the First Party Property, resulting from Second Party's construction work, and including any worker's compensation claims; (iv) for any breach of this Agreement by Second Party; and (v) for any fines or expenses, including attorney fees, incurred by First Party as a result of any violation of Applicable Law or Covenants by Second Party or any Permitted User. The indemnity obligations in this Section 3.7 shall survive the termination of this Agreement.

3.8 **Mechanic's Liens.** Second Party shall not allow any mechanics' or similar liens to be filed against the First Party Property arising from any work done by, at the direction of, or on behalf of Second Party on the First Party Property. If any mechanics' or similar liens are filed against the First Party Property by reason of labor performed by, or materials furnished for, at the direction of, or on behalf of Second Party, Second Party shall, within ten (10) days thereafter, at Second Party's sole cost and expense, cause such lien or liens to be satisfied and discharged of record.

3.9 **Insurance.** Second Party shall procure and maintain, at Second Party's sole cost and expense, and shall cause any contractor or subcontractor of Second Party to procure and maintain, the following minimum insurance coverages: a policy or policies of comprehensive general liability insurance with limits of coverage not less than \$1,000,000 for injuries, damages, or losses sustained by any one person in any one accident or event, and not less than \$2,000,000 for injuries, damages or losses incurred by two or more persons in any one accident or event; and worker's compensation insurance and employer's liability insurance as required by law. Second Party, and where appropriate Second Party's contractor or subcontractor, shall provide First Party with a certificate of insurance showing First Party as an additional insured upon issuance of the initial coverage and each renewal and/or replacement policy. Each policy shall provide for a mandatory thirty (30) days prior written notice of termination or cancellation to all insureds prior to the effectiveness of any termination or cancellation thereof.

3.10 **Ad Valorem Taxes.** If the tax assessment for the First Party Property is increased as a result of the existence of the Permitted Existing Improvements or the Permitted New Improvements, Second Party shall be responsible for paying the portion of First Party's ad valorem tax bill allocated to those improvements. First Party may pay the applicable tax bill and thereafter seek reimbursement from Second Party, and Second Party agrees to reimburse First Party within thirty (30) days of billing.

3.11 **No Charge.** Second Party acknowledges and agrees that First Party has not imposed, and this Agreement does not impose, any charge upon the Second Party for access to the First Party Property, and that First Party is entitled to the protections conferred to a property owner who permits another to use land for recreational purposes without charge under the Georgia Recreational Use Statute, O.C.G.A. Section 51-3-2, et seq., in connection with the access permitted under this Agreement.

3.12 **Payment of Expenses.** Second Party agrees to be responsible for and to pay for any survey, legal, consulting, recording, or other expenses incurred by First Party or Second Party resulting from the negotiation, execution, and recording of this Agreement.

3.13 **Default; Enforcement.**

(a) If either Party defaults under this Agreement, the non-defaulting Party may send notice to the alleged defaulting Party specifying the default and demanding that performance be completed within ten (10) days from the date of said notice (or where completion is not reasonably possible within ten (10) days due to the nature of the performance required, then demanding that performance be commenced within ten (10) days and pursued to completion with all due diligence).

(b) If the defaulting Party is Second Party and Second Party does not commence and complete performance as provided in Section 3.13(a) within the time required, First Party shall have the right (i) to cure such default, in which event Second Party shall be obligated to reimburse First Party for any sums expended in connection with such cure; and (ii) to pursue any remedy available under Georgia law, including specific performance.

(c) The notice and cure period provided in this Section 3.13 shall not apply in the event of any bona fide emergency which would reasonably be expected to result in imminent danger to life or property; provided, however, that any Party acting in any such emergency situation shall make a good faith effort to communicate the existence of such emergency to the other Party and in any event shall give notice of such action to the other party within twenty-four (24) hours after the commencement of any such action.

(d) This Agreement may be enforced by either First Party or Second Party by an action or proceeding at law or in equity. The remedies given in this Agreement are distinct and cumulative remedies, and the exercise of any of them shall not be deemed to preclude the right to exercise any or all of the others rights and remedies which may be available at law or in equity. Without limiting the foregoing, First Party, as an additional remedy, may limit, restrict, or suspend the use of the First Party Property by Second Party or any Permitted User during the pendency of any dispute under this Agreement.

(e) The prevailing Party in any action or proceeding under this Agreement at law or in equity shall be entitled to recover its reasonable attorneys' fees and disbursements and other costs incurred in connection with any such action or proceeding.

ARTICLE IV – MISCELLANEOUS

4.1 **Binding Effect; Successors.** The provisions of this Agreement are personal to First Party and Second Party and do not run with the land. Second Party may not assign its rights and obligations under this Agreement without the prior written approval of First Party, which approval First Party may grant, withhold, or condition, in First Party's sole and unfettered discretion.

4.2 **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Articles and Sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

4.3 **Exhibits; Counterparts; Sole Agreement.** Exhibit "A", attached hereto, is incorporated herein by reference. This Agreement, including Exhibit "A", constitutes the sole agreement between the Parties relating to the First Party Property. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Any current or prior understandings, statements, representations, undertakings, incentives or agreements, oral or written, express or implied, if not specifically expressed in this Agreement, are hereby disclaimed, void, and have no force or effect, and Second Party acknowledges and agrees that Second Party

has not relied on any such matters, and Second Party hereby waives any and all claims against First Party with respect to such matters.

4.4 **Recording and Filing.** First Party may record a counterpart of this Agreement in the office of the Clerk of Superior Court of Glynn County, Georgia, or in such other office as may at the time be provided by law as the proper place for recordation thereof.

4.5 **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or five (5) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, to the addresses set forth in the key terms table on Page 1 of this Agreement, or, for Second Party, at the address then on record for the Second Party Property in the Glynn County, Georgia, ad valorem tax records. The addresses set forth in the key terms table on Page 1 of this Agreement may be changed by either Party by designating the change of address to the other Party in writing, in accordance with this Section.

4.6 **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision. If any provision of this Agreement, or the application of such provision to any person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision to any person or circumstance, other than the person or circumstance to which it is held invalid, shall not be affected thereby. In the event of any conflict between any provision of any requirement of any governmental entity having jurisdiction over the First Party Property, or any portion thereof, and any provision of this Agreement, the more restrictive provision shall control.

4.7 **Governing Law.** This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.

4.8 **Amendment; Custom or Practice; No Waiver.** This Agreement may be amended with the written consent of Second Party and First Party, or First Party's successor-in-title to the First Party Property. No failure of either Party to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such Party to demand exact compliance with the terms hereof. No waiver of any right or obligation created or arising under this Agreement shall be binding upon either Party unless such waiver is in writing and signed by the party against whom enforcement thereof is sought.

4.9 **Time.** Time is of the essence of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, First Party has executed this Encroachment and License Agreement on the date set forth below.

SIA Propco II, LLC, a Delaware limited liability company

By: 

Name:

William M. McHugh

Title:

General Counsel

Date:

August 16, 2017

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Second Party has executed this Encroachment and License Agreement on the date set forth below.

FOR ENTITY:

Cottage 57 LLC

By: [Signature]

Name: James A. Poirier

Title: Attorney/Agent for Cottage 57 LLC

Date: July 19th, 2017

FOR INDIVIDUAL:

By: _____

Name: _____

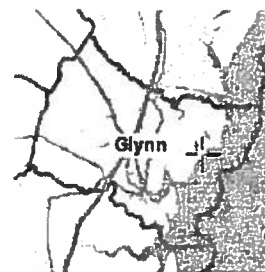
Date: _____

Exhibit A

Exhibit "A"



C57-Franco Residence			
Parcel: 05-00286 Acres: 1.03			
Name:	COTTAGE 57 LLC	Land Value	\$3,598,700.00
Site:	115 E NINETEENTH ST SEA ISLAND 31561	Building Value	\$1,493,300.00
Sale:	\$5,205,000 on 12-2015 Reason= Qual=	Misc Value	\$0.00
	COTTAGE 57 LLC	Total Value	\$5,090,000.00
Mail:	104 WILLOW ST		
	BROOKLYN, NY 11201		



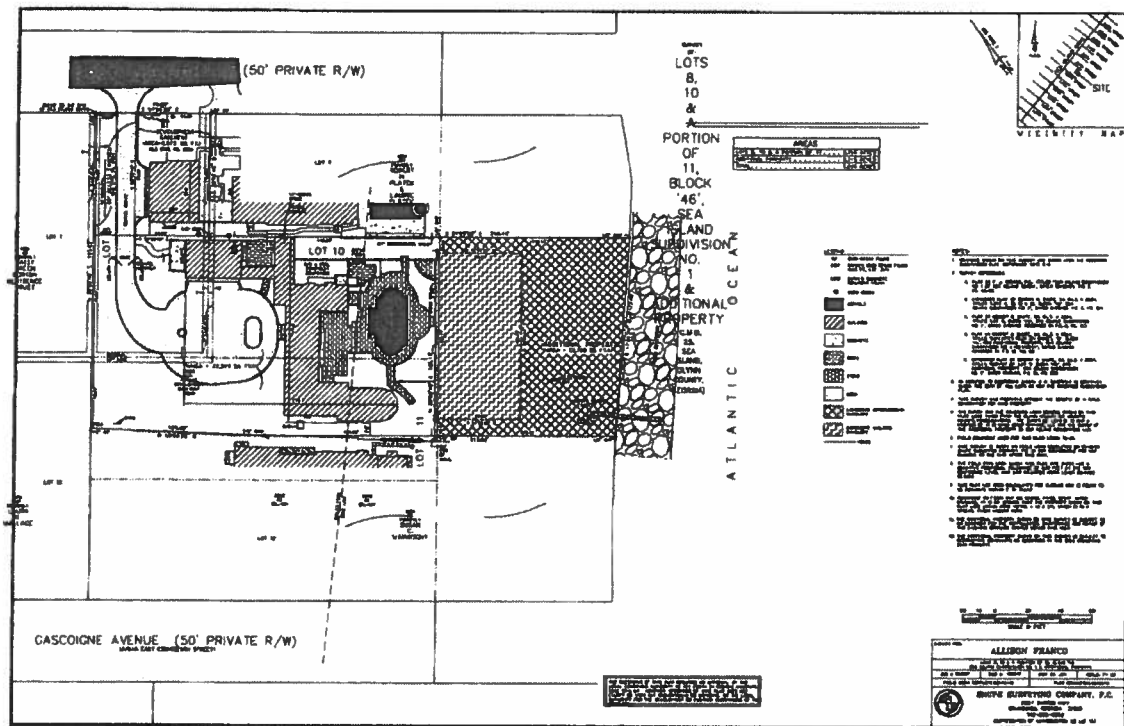
The Glynn County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GLYNN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 01/25/2013 13:31

JAN 25 2013

Marsh & Shore Mgt. Program

Exhibit D



GA DNR

JAN 25 2013

Marsh & Shore Mgt. Program

Exhibit "C"

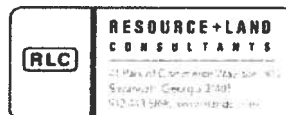
April 26, 2017

Shore Protection Act Permit Application
O.C.G.A. § 12-5-230

For:
115 E. Nineteenth Street
Sea Island, Georgia

Applicant:
Cottage 57, LLC
c/o The Bishop Law Firm

Prepared By:
Resource & Land Consultants, LLC



GA DNR

JAN 25 2018

Marsh & Shore Mgt. Program

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Attachments:

- A: SPA Application Form
- B: Warranty Deed
- C: Adjacent Landowners
- D: Zoning Certification
- E: Hurricane Certification
- F: Vicinity Map
- G. Proposed Site Plan
- H: DNR – CRD Shore Protection Act Jurisdiction Line Authorization Letter and SPA Survey

**Shore Protection Act Application
Cottage 57, LLC
115 E. Nineteenth Street
Sea Island, Georgia**

1.0 Introduction:

Cottage 57, LLC proposes to undertake activities within the Shore Protection Act (SPA) jurisdiction at 115 E. Nineteenth Street, on Sea Island, Glynn County, Georgia (latitude 31.191873°, longitude - 81.336418°). The activities proposed within SPA jurisdiction, depicted on the proposed site plan titled *Cottage 57, Sea Island, Georgia*, dated March 20, 2017 (Attachment G) include the following:

- Landscaping
- Modification of existing beach access stairs

2.0 Existing Conditions:

The subject property is located on E. Nineteen Street on the Atlantic Ocean (Attachment F, Vicinity Map). The SPA jurisdiction line was verified by the Coastal Resources Division (CRD) staff on August 30, 2016 and is depicted on the survey produced by Shupe Surveying Company, P.C. titled *Cottage 57, LLC Lots, 10, & A Portion Of 11, Block '48', Sea Island Subdivision No. 1 & Additional Property*, dated September 28, 2016, (Attachment H).

The subject lot total area is 44,431.2 ft², of which 5,975.52 ft² is under the jurisdiction of the SPA. An existing house is located on the lot, and the area within jurisdiction consists of lawn, landscaping and an existing wood beach access stair. An existing rock revetment is located seaward of the lot boundary.

3.0 Project Description

The applicant proposes to modify the existing beach access stairs by straightening the portion of the stairs over the rocks and widening them to a width of 6'. The stairs are located on the existing revetment and do not cross dunes. There is no high tide beach or dunes at this location. A 10' by 18' wood deck is proposed landward of the revetment, attached to the existing walkway. A portion of a brick paver walkway is proposed to connect the existing beach access to the residence. The existing St. Augustine lawn would be reduced in size by increasing the amount of native landscaping and would be replaced with seashore paspalum. The amount of alteration within jurisdiction for each component of the project is summarized in Table 1.

As proposed, only the hardscapes associated with the modification of the walkway, the deck, and the pavers would result in alteration of the area within jurisdiction. Approximately 5,384.9 ft² (90%) of the jurisdictional area would remain in its natural or improved state as native plantings and paspalum lawn.

Table 1: SPA Activity Summary Table

PROPOSED ACTIVITY	AREA (SQUARE FEET)
Modify Beach Access (hardscape)	581.62
Brick Pavers (hardscape)	9.00
Total	590.62

4.0 Landfill / Hazardous Waste

According to the Hazardous Site Index for Georgia, the subject property is not located over a landfill or hazardous waste site and is otherwise suitable for the proposed project.

5.0 Requirements and Restrictions Regarding Issuance of Permit

As discussed below, the proposed project meets the requirements under which a permit should be granted:

O.C.G.A. § 12-5-239(c) states:

(c) No permit shall be issued except in accordance with the following provisions:

(1) A permit for a structure or land alteration, including , but not limited to, private residences, motels, hotels, condominiums, and other commercial structures, in the dynamic dune field may be issued only when:

(A) The proposed project shall occupy the landward area of the subject parcel and, if feasible, the area landward of the sand dunes;

There are no dunes located on the subject property. An existing rock revetment separates the property from the wet-sand beach area along this portion of Sea Island. All activities are located within previously developed areas.

(B) At least a reasonable percentage, not less than one-third, of the subject parcel shall be retained in its naturally vegetated and topographical condition;

90% of the SPA jurisdictional area will be maintained in an existing or improved vegetative and topographic condition.

(C) The proposed project is designed according to applicable hurricane resistant standards;

The project will comply with the most current applicable hurricane standards. A letter from Mr. Gregory Palmer, Georgia Registered Landscape Architect No. 8200, dated April 26, 2017 certifying the design is included in Attachment E.

(D) The activities associated with the construction of the proposed project are kept to a minimum, are temporary in nature, and, upon project completion, restore the natural topography and vegetation to at least its former condition, using the best available technology;

90% of the SPA jurisdictional area will be maintained in an existing vegetative and topographic condition. Any impacts associated with construction of the proposed project will be restored to at least their former condition.

(E) The proposed project will maintain the normal functions of the sand-sharing mechanisms in minimizing storm-wave damage and erosion, both to the unaltered section of the subject parcel and at other shoreline locations.

The majority of the proposed landscaping and hardscape activities are located within previously developed areas landward of an existing rock revetment. Only the modification of the existing beach access stairs is located in an area subject to storm-wave damage. The beach access stairs are located on the existing revetment, and no dunes or dry beach is present at this location. The proposed activities will not affect the normal functions of the sand-sharing system at the project area or other shoreline locations.

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(2) No permits shall be issued for a structure on beaches, eroding sand dune areas, and submerged lands; provided, however, that a permit for a pier, boardwalk, or crosswalk in such an area may be issued, provided that:

(A) The activities associated with the construction of the proposed land alterations are kept to a minimum, are temporary in nature, and, upon project completion, the natural topography and vegetation shall be restored to at least their former condition, using the best available technology,

The proposed modification of the existing beach access stairs will occur on the existing revetment and will terminate in the wet sand beach at the seaward toe of the revetment. The activities associated with the modification of the existing beach access stairs will be temporary and the topography and vegetation will be restored to at least its former condition upon completion.

(B) The proposed project maintains the normal functions of the sand-sharing mechanisms in minimizing storm-wave damage and erosion, both to the unaltered section of the subject parcel and at other shoreline locations.

The majority of the proposed landscaping and hardscape activities are located within previously developed areas landward of an existing rock revetment. Only the modification of the existing beach access stairs is located in an area subject to storm-wave damage. The beach access stairs are located on the existing revetment, and no dunes or dry beach is present at this location. The proposed activities will not affect the normal functions of the sand-sharing system at the project area or other shoreline locations.

(3) A permit for shoreline engineering activity or for a land alteration on beaches, sand dunes, and submerged lands may be issued only when:

(A) The activities associated with the construction of the proposed project are to be temporary in nature, and the completed project will result in complete restoration of any beaches, dunes, or shoreline areas altered as a result of that activity;

No shoreline engineering activities or land alterations are proposed for this project on beaches, sand dunes, or submerged lands.

(B) The proposed project will insofar as possible minimize effects to the sand sharing mechanisms from storm-wave damage and erosion both to the subject parcel and at other shoreline locations;

No shoreline engineering activities or land alterations are proposed for this project on beaches, sand dunes, or submerged lands.

(C) In the event that shoreline stabilization is necessary, either low-sloping porous rock structures or other techniques which maximize the dissipation of wave energy and minimize shoreline erosion shall be used. Permits may be granted for shoreline stabilization activities when the applicant has demonstrated that no reasonable or viable alternatives exist; provided, however, that beach restoration and renourishment techniques are preferable to the construction of shoreline stabilization activities;

No shoreline engineering activities or land alterations are proposed for this project on beaches, sand dunes, or submerged lands.

6.0 Public Interest Statement

O.C.G.A. § 12-5-239(i) states:

- (i) *In passing upon the application for a permit, the permit-issuing authority shall consider the public interest which for the purposes of this part shall be deemed to be the following considerations:*
- (1) *Whether or not unreasonably harmful, increased alteration of the dynamic dune field or submerged lands, or function of the sand-sharing system will be created;*
The majority of the proposed activities are located within previously developed areas landward of an existing rock revetment, where no dunes or sand-sharing system is present. Only the modification of an existing beach access stair will occur on submerged lands. However, the stairs are located on an existing revetment, and will not unreasonably alter the submerged lands or functions of the sand-sharing system.
- (2) *Whether or not the granting of a permit and the completion of the applicant's proposal will unreasonably interfere with the conservation of marine life, wildlife, or other resources;*
The majority of the proposed project is located within an existing residential yard and will not unreasonably interfere with the conservation of marine life, wildlife, or other resources. The modification of the existing beach access stairs will terminate in the wet-sand beach. While sea turtles are known to nest on Sea Island, no suitable nesting habitat exists at the project site as there is no dry sand beach. All lighting associated with the project will be installed in accordance with DNR Wildlife Resources Division's sea turtle nesting guidelines as well as Glynn County lighting regulations.
- (3) *Whether or not the granting of a permit and the completion of the applicant's proposal will unreasonably interfere with reasonable access by and recreational use and enjoyment of public properties impacted by the project.*
The project will not interfere with access to or use and enjoyment of public properties. The majority of the proposed project will be conducted on private property. The terminal end of the existing beach access stairs is also located on private property owned by SIA PROPCO II, LLC, which has granted authorization to conduct the proposed activities on their land.

7.0 Warranty Deed

The warranty deed conveying the subject property from Casa Genotta/Pham, LLC to Cottage 57, LLC, on December 30, 2015, filed and recorded on December 31, 2015 at the office of the Clerk of Superior Court of Glynn County, Georgia, is included as Attachment B. Also attached is a warranty deed from SIA PROPCO II, LLC conveying additional property to Cottage 57, LLC also filed and recorded on December 31, 2015 at the office of the Clerk of Superior Court of Glynn County, Georgia. Last, attached is a warranty deed conveying the oceanfront property from Sea Island Acquisition, LLC to SIA PROPCO II, LLC on March 13, 2014, filed and recorded on March 14, 2014 at the office of the Clerk of Superior Court of Glynn County, Georgia, showing ownership of the portion of the project upon which the beach access stairs are located.

8.0 Vicinity Map

A location map of the subject property is included as Attachment F.

9.0 Adjoining Property Owners

The adjoining property owners are depicted in Attachment C.

10.0 Zoning Certification

Zoning certification from Glynn County Planning & Development has been applied for. A copy of the request is included as Attachment D.

11.0 Hurricane Certification

The project will comply with the most current applicable hurricane standards. A letter from Mr. Gregory Palmer, Georgia Registered Landscape Architect No. 8200, dated April 26, 2017 certifying the design is included in Attachment E.

12.0 Permit Drawings

The proposed activities within jurisdiction are depicted on the drawings produced by The Vine titled *Cottage 57, Sea Island, Georgia*, dated April 20, 2017 (Attachment G)

13.0 Application Fee

A check for the application fee of \$100.00 has been submitted upon delivery of the application.

Attachment A

SPA Application Form

GA DNR

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Marsh & Shore Mgt. Program

**Shore Protection Act Permit Application
O.C.G.A. 12-5-230**

Date: April 18, 2017

Mailing Address:

Cottage 57, LLC.
c/o James A. Bishop
104 Willow Street
Brooklyn, N.Y. 11201

Project Location:

115 East Nineteenth Street
Sea Island, Georgia 31561

Telephone: _____

Fax: _____

Name, address, and title of authorized agent for application coordination (if desired):

James A. Bishop
The Bishop Law Firm
777 Gloucester Street
Brunswick, Georgia 31520
jbishop@bishopfirm.com
marty@bishopfirm.com

Telephone: 912-264-2390
Fax: 912-264-5859

Name and addresses of adjoining property owners (attach additional sheets as needed):

Susan C. Wainright
SYNOVUS-FAM
P.O. Box 23024
Columbus, Georgia 31902-3024

Robert M. & Laurie Platek
3 Barron Place
Rye, N.Y. 10580

Describe the proposed activity (attach additional sheets as needed): Applicant proposes to conduct minor land alterations in jurisdiction including landscaping and maintenance of existing beach access stairs. A detailed description and additional information is included in the document titled *Cottage 57, LLC Shore Protection Act Permit Application*, dated April 2017

Statement: I have made inquiry to the appropriate authorities that the proposed project is not over a landfill or hazardous waste site and that the site is otherwise suitable for the proposed project.

Cottage 57, LLC

Signature of Applicant (not agent): By: Allison Sargent Date: 4/22/17
Allison Sargent, Manager

GA DNR

JAN 25 2018

C



Marsh & Shore Mgt. Program


**RESOLUTION AND CONSENT
OF MEMBERS AND MANAGER
OF
COTTAGE 57, LLC,
a Georgia limited liability company**

THE UNDERSIGNED, being the Members and Manager of **COTTAGE 57, LLC** (herein the "Company") does hereby consent to and adopt the following Resolutions:

RESOLVED, that the Members and Manager, on behalf of the Company, hereby appoint **JAMES A. BISHOP** as Authorized Agent, to act as Agent on behalf of Company with regard to the U.S. Army Corps of Engineers and/or the Georgia Department of Natural Resources in all permitting matters relating to Cottage 57, also known as 115 E. 19th Street, Sea Island, Glynn County, Georgia, to speak for, and attend meetings and/or hearings with respect thereto, and to execute and to deliver in the name of the Company and under its corporate seal or otherwise, any and all applications, certifications, authorizations, and any other instruments of any kind or nature whatsoever, and to take from time to time any other actions deemed necessary or desirable by such Authorized Agent, to effect the transactions contemplated; and

RESOLVED FURTHER, that all acts and doings of **JAMES A. BISHOP**, as Authorized Agent of the Company, which are in conformity with the purposes and intent of these resolutions and in furtherance of the execution, delivery and performance of these resolutions shall be, and the same hereby are, in all respects ratified, authorized, approved and confirmed in each, all and every respect and are binding obligations of the Company.

IN WITNESS WHEREOF, the undersigned Members and Manager of the Company have hereunto adopted this Resolution as of the 18 day of April, 2017.



Allison Sargent, Member and Manager



Tom Franco, Member

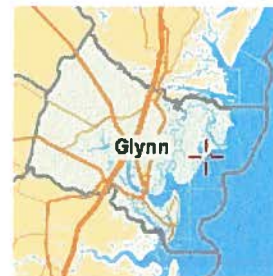
GA DNR
JAN 25 2018
Marsh & Shore Mgt. Program

Attachment C

Adjacent Landowners



Wainright			
Parcel: 05-00792 Acres: 0.75			
Name	WAINRIGHT SUSAN C	Land Value	\$2,835,400.00
Site	106 E EIGHTEENTH ST SEA ISLAND 31561	Building Value	\$1,652,700.00
Sale	174,700 on 05-2009 Reason=ADD'L LAND Qu	Misc Value	\$0.00
Mail	SYNOVUS - FAM COLUMBUS, GA 31902-3024	Total Value	\$4,488,100.00



The Glynn County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GLYNN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 04/18/17 : 15:50:44



Platek			
Parcel: 05-00791 Acres: 0.45			
Name	PLATEK ROBERT M	Land Value	\$1,943,900.00
Site	103 E NINETEENTH ST SEA ISLAND 31561	Building Value	\$2,371,900.00
Sale	\$0 on 12-2015 Reason=ESMT Qual=	Misc Value	\$0.00
Mail	3 BARRON PL RYE, NY 10580	Total Value:	\$4,315,800.00



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Date printed: 04/18/17 : 15:49:48

Attachment D

Zoning Certification



*A Golden Past.
A Shining Future.*

COMMUNITY DEVELOPMENT DEPARTMENT
1725 Reynolds Street, Suite 200, Brunswick, GA 31520
Phone: 912-554-7428/Fax: 1-888-252-3726

June 11, 2017

Mr. Karl Burgess
GA Department of Natural Resources, Coastal Resources Division
1 Conservation Way, Suite 300
Brunswick, GA 31520

Re: 115 E. Nineteenth Street, Sea Island, Georgia 31561, Parcel ID: 05-00286

Mr. Burgess,

This letter is to acknowledge that the proposed landscaping and the modification of the existing walkway and beach access stairs, as depicted in the attached drawing Titled "Cottage 57, Sea Island Georgia" and dated 4/20/17, is in compliance with the permitted uses allowed in the R-9 district according to the Zoning Ordinance of Glynn County.

Please feel free to contact me if you have any questions.

Sincerely,

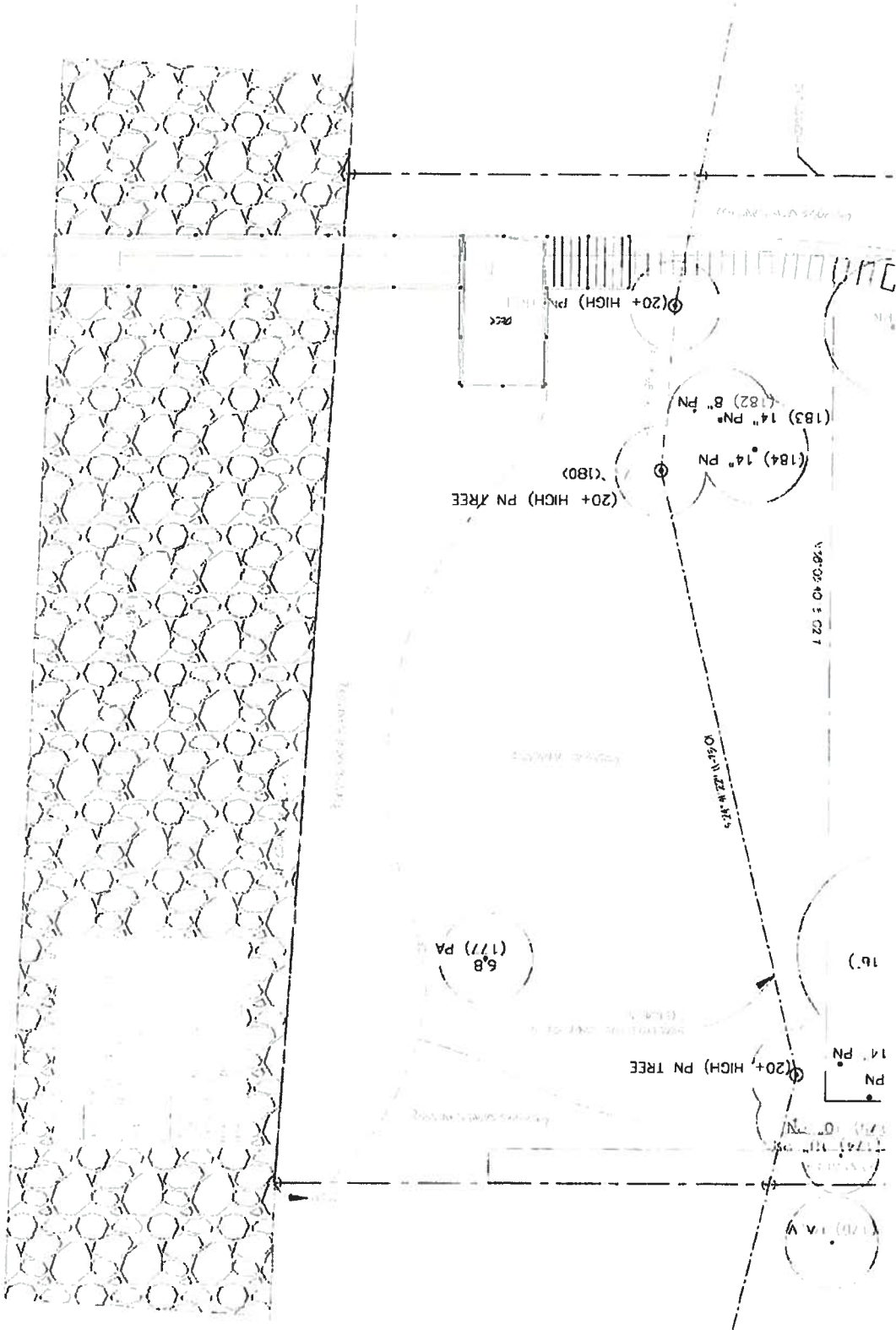
Cayce Dagenhart
Planner II
Glynn County Georgia

Attachments: Signed and dated site plan of proposed structure

CC. File ZCL3515

Daniel Bucey with Resource + Land Consultants 41 Park of Commerce Way, Ste. 303,
Savannah, Georgia 31405

Phone: 912-554-7400
Fax: 912-554-7596



Line Regular 6/11/17

Attachment E

Hurricane Certification



April 26, 2017

Daniel H. Bucey, Principal
Resource & Land Consultants, LLC
41 Park of Commerce Way, Suite 303
Savannah, Georgia 31405

Re: The Franco Residence
Cottage 57
115 E 19th Street
Sea Island, Georgia 31561
Project No. 3492.R0

Dear Mr. Bucey,

This letter is to confirm that the beach crossover as designated in the area will be constructed in accordance with the wind and seismic requirements of the International Residential Code IBC 2012 with Georgia Amendments and referenced standards contained within.

Let me know if you need additional information.

Sincerely,



Gregory L. Palmer
Principal



04-26-2017

3198 Cains Hill Place NW | Atlanta, GA 30305
404 365 7760 | harrisonsdesign.com

Atlanta Los Angeles New York - St. Simons - Santa Barbara - Shanghai - Washington, DC

Attachment H

DNR-CRD SPA JD Letter and SPA Survey



MARK WILLIAMS
COMMISSIONER

A.G. 'SPUD' WOODWARD
DIRECTOR

October 26, 2016

Gary Nevill
Shupe Surveying Company, P.C.
3837 Darien Highway
Brunswick, Georgia 31525

RE: Shore Protection Act Jurisdiction Determination Line for 115 East Nineteenth Street, Sea Island, Glynn County, Georgia

Dear Mr. Nevill:

Our office has received the survey plat dated September 28, 2016, performed by Shupe Surveying Company entitled "Lots 8, 10, & a Portion of 11 Block '46', Sea Island Subdivision No. 1 and Additional Property." This survey accurately depicts the Jurisdiction Line under the authority of the Shore Protection Act O.C.G. A. 12-5-230 et seq. as delineated by the Department on August 30, 2016.

The delineation of the parcel is subject to change due to environmental conditions and legislative enactments. This jurisdiction line is valid for one year from date of the delineation. It will normally expire on August 30, 2017 but may be voided should legal and/or environmental conditions change. Authorization by the Shore Protection Committee or the Department is required prior to any construction or alteration in the shore jurisdictional area.

I appreciate you providing us with this information for our records. Please contact me at (912) 262-3109 if I can be of further assistance.

Sincerely,

Sheldon Leiker
Coastal Permit Coordinator
GADNR-Coastal Resources Division

cc: JDS20160216



COASTAL RESOURCES DIVISION
ONE CONSERVATION WAY • BRUNSWICK, GA 31520 • 912.264.7218
COASTALGADNR.ORG

MARK WILLIAMS
COMMISSIONER

DOUG HAYMANS
DIRECTOR

January 23, 2018

Daniel H. Bucey
Resource and Land Consultants, LLC
41 Park of Commerce Way, Suite 303
Savannah, GA 31405

RE: Shore Protection Act (SPA) Jurisdictional Determination Re-Verification, 115 East Nineteenth Street, Sea Island, Glynn County, Georgia

Dear Mr. Bucey:

Our office has received the survey plat, dated September 28, 2016, prepared by Shupe Surveying Company, P.C. entitled "*Lots 8, 10, & a Portion of 11 Block '46', Sea Island Subdivision No. 1 and Additional Property (G.M.D. 25, Sea Island, Glynn County, Georgia)*" for Cottage 57, LLC. This survey accurately depicts the Jurisdiction Line under the authority of the Shore Protection Act O.C.G. A. 12-5-230 et seq. as delineated by the Department on January 2, 2018.

The delineation of the parcel is subject to change due to environmental conditions and legislative enactments. This jurisdiction line is valid for one year from date of the delineation. It will normally expire on January 2, 2019, but may be voided should legal and/or environmental conditions change. Authorization by the Shore Protection Committee or the Department is required prior to any construction or alteration in the shore jurisdictional area.

We appreciate you providing us with this information for our records. Please contact me at (912) 262-3109 if I can be of further assistance.

Sincerely,

Jordan Dodson
Coastal Permit Coordinator
Marsh & Shore Management Program

Enclosure: *Lots 8, 10, & a Portion of 11 Block '46', Sea Island Subdivision No. 1 and Additional Property (G.M.D. 25, Sea Island, Glynn County, Georgia)*

File: JDS20170173



**NOW OR FORMERLY
LAURA S. WALLACE**

LOT 13

LOT 12

**NOW OR FORMERLY
SUSAN C. WAINRIGHT**

(EL.=12) FELL LINE (EL.=13)

(EL.=13)

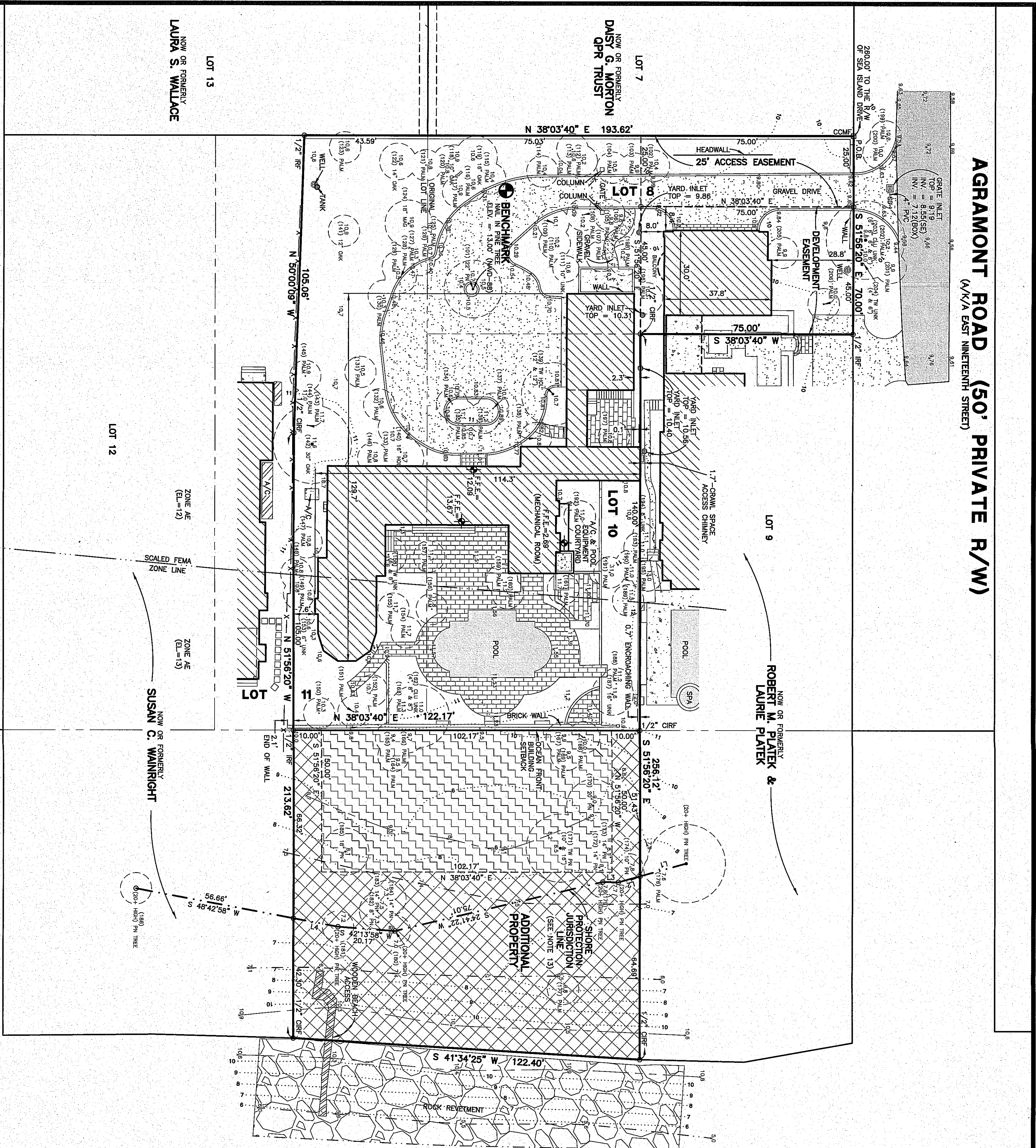
**NOW OR FORMERLY
DAISY G. MORTON
QPR TRUST**

LOT

**NOW OR FORMERLY
ROBERT M. PLATEK &
LAURIE PLATEK**

LOT 5

AGRAMONT ROAD (50' PRIVATE R/W)
(A/K/A EAST NINETEENTH STREET)



ATLANTIC OCEAN

TOPOGRAPHIC SURVEY OF:
**LOTS 8, 10 & A PORTION OF 11,
BLOCK '46',
SEA ISLAND SUBDIVISION NO. 1
& ADDITIONAL PROPERTY**
(G.M.D. 25, SEA ISLAND, GLYNN COUNTY, GEORGIA)

AREAS	
LOTS 8, 10 & A PORTION OF 11	0.705 ACRES
ADDITIONAL PROPERTY	0.315 ACRES
TOTAL	1.020 ACRES

LEGEND:	
	IRON REBAR FOUND
	CAPED IRON REBAR FOUND (SFC PO. LOT 317)
	CAPED CONCRETE MONUMENT FOUND
	FINISH FLOOR ELEVATION
	POINT OF BEGINNING
	YARD INLET
	GRAVE INLET
	WELL
	ELECTRICAL BOX
	SPOT ELEVATION
	ASPHALT
	BUILDING
	CONCRETE
	BRICK
	STONE
	ROCK
	LANDSCAPE IMPROVEMENTS
	HARGRAVE BUILDING ENVELOPE
	FENCE
	TOP OF BANK
	BOTTOM OF BANK
	STORM DRAIN LINE

INDICATES TREE (DOES NOT REPRESENT DAP LINE)

ELEVATION AT BASE

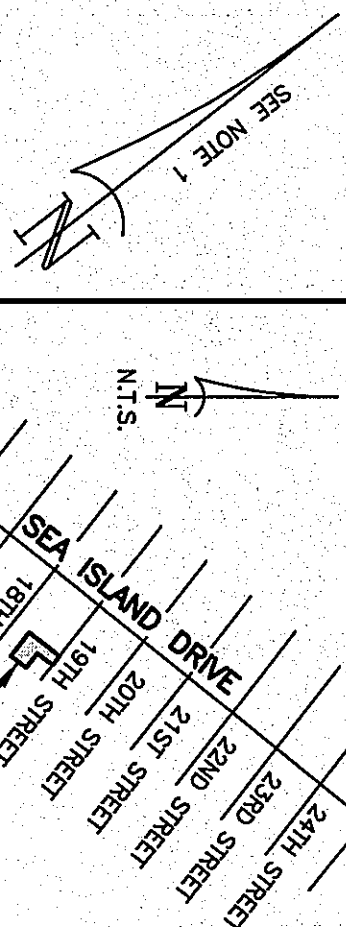
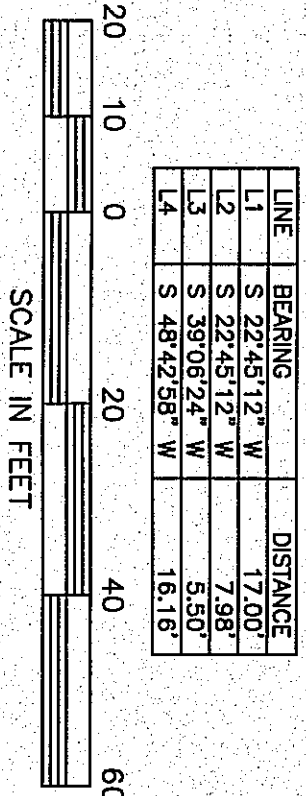
APPROXIMATE CENTER OF TREE

TREE NUMBER

TREE SIZE & SPECIES

6.3

(125) 12" DBH



- NOTES:**
1. BEARINGS SHOWN ON THIS SURVEY ARE BASED UPON THE RECORDED SUBDIVISION PLAT, REFERENCE NOTE 2-A.
2. SURVEY REFERENCES:

SURVEY FOR:

COTTAGE 57, LLC

LOTS 8, 10 & A PORTION OF 11, BLOCK '46'

SEA ISLAND SUBDIVISION NO. 1 & ADDITIONAL PROPERTY			
JOB # 003076	DWG # 003076	DWN BY: JCH	SCALE: 1" = 2'
FIELD WORK COMPLETED: 9/19/16		PLAT COMPLETED: 9/28/16	


SUPE SURVEYING COMPANY, P.C.
3837 DARIEN HWY.
BRUNSMICK, GEORGIA 31525
912-265-0562

CERTIFICATION OF AUTHORIZATION NO. LSF 317