Prior to making a public comment, please fill out the form available on the table in the hallway to help ensure that your information is correctly entered into the minutes. Once you have spoken, please place your form in the public input box.

TENTATIVE AGENDA

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

SPECIAL CALLED SESSION

TUESDAY, JANUARY 6, 2026; **6:00 P.M.**

CITY HALL

A. Roll call

B. Purpose of meeting: Item of business as listed below.

C. Public input. If you wish to address the Mayor and Commission on any item listed below on this agenda, please go to the podium and state your name and address. RULES OF THE COMMISSION STATE THAT MEMBERS OF THE PUBLIC MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

D. New Business – Consider under suspension of Rules

1. Lay Park Landmark Desigation Resolution

E. Consider any other item in proper order

F. Adjourn

A qualified interpreter for the hearing impaired is available upon request at least 10 days in advance of this meeting. Please call (706) 613-3031 (TDD {706} 613-3115) to request an interpreter or for more information.

A RESOLUTION OF THE MAYOR AND COMMISION OF THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA TO PURSUE HISTORIC LANDMARK DESIGNATION OF THOMAS N. LAY PARK

WHEREAS, Thomas N. Lay Park originally opened in June 1975 as the Central Athens Community Center. Funded by the Model Cities Program and built to meet the recreational and educational needs of the community, the center quickly became a hub for connection, learning, and growth. Under the longtime leadership of Willie Hull, the facility grew to offer impactful programs such as summer camp, arts and crafts, youth sports, holiday events, and the beloved Family and Friends Day. In 1990, the facility was renamed in honor of Thomas N. Lay, a visionary leader who championed youth development and community recreation;

WHEREAS, there is cause to believe that the area now known as Thomas N. Lay Park served as an area of recreation and community for the residents of Athens, sometimes at the exclusion of other residents, for decades prior to its official dedication in 1975;

WHEREAS, in this period of transition for the area surrounding Thomas N. Lay Park and downtown Athens more generally, it is incumbent that the history of the Thomas N. Lay Park and the surrounding area is discovered and recorded in order to acknowledge and preserve its significance in the history of Athens, and to integrate this history into future development;

WHEREAS, Commissioner Ovita Thornton has initiated an initial inquiry into this history of Thomas N. Lay Park and has requested that the Mayor and Commission of the Unified Government of Athens-Clarke County, Georgia join her to expand this effort;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Commission of the Unified Government of Athens-Clarke County, Georgia:

Section 1. The Mayor and Commission direct that Unified Government Staff ("Staff") initiate an application for the consideration of Thomas N. Lay Park for Local Historic Designation under the Athens-Clarke County Historic Preservation Ordinance Section 8-5.

Section 2. The Mayor and Commission does hereby request that an allocation of up to $10,000.00 be allocated to discovering and documenting the history of Thomas N. Lay Park for the purpose of the preparation of the designation report to accompany the application for designation and for general purposes. Such allocation shall be directed to the Manager's Office and shall be used in its discretion to document the history of Thomas N. Lay Park and to prepare the landmark designation application to the Historic Preservation Commission.

Section 3. In the event that scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

Section 4. This resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

Section 5. That the Manager or his lawful designees are hereby authorized to perform all acts necessary to implement this resolution.

SO RESOLVED by the Mayor and Commission of Athens-Clarke County, Georgia, on the _____ day of _____, 202_.

By: _____
Kelly Girtz, Mayor

Attest: _____
(SEAL) Christine Howard, Clerk of Commission

Prior to making a public comment, please fill out the form available on the table in the hallway to help ensure that your information is correctly entered into the minutes. Once you have spoken, please place your form in the public input box.

REVISED 01-05-2026

TENTATIVE AGENDA

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

TUESDAY, JANUARY 6, 2026, **6:00 P.M.**

CITY HALL

If business has not concluded by 8:15 p.m., there will be a 15-minute break.

A. Roll call

B. Approve Minutes of voting meetings: Tuesday, December 2 and Tuesday, December 16, 2025; and non-voting meetings of Tuesday December 9 and Tuesday, December 16, 2025

C. Written communications

D. Public input. If you wish to address the Mayor and Commission on any item listed below on the consent agenda, please go to the podium and state your name and address. RULES OF THE COMMISSION STATE THAT MEMBERS OF THE PUBLIC MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

E. Consent agenda. Items under this section have been discussed at prior public meetings and will be presented for consideration as a single item. Only one vote will be taken.

1. ADOPT: Ordinance Amendment to the Collective Bargaining Agreement and Implementation of Fire Classification and Compensation Study

2. ADOPT: Resolution for Annual Metropolitan Transportation Planning Grant for FY 2027 (July 1, 2026 - June 30, 2027)

3. ADOPT: Resolution for Application and Acceptance of the Annual Transit Planning Assistance Grant for FY 2027 (July 1, 2026 - June 30, 2027)

4. APPROVE: Freeman Drive Sewer Force Main Replacement

5. APPROVE: Transit Service Comprehensive Planning

F. Public hearing and deliberation on recommendations from the Athens-Clarke County Planning Commission. The proposed recommendations will be disposed of by the receipt of public input, the close of public input, and the consideration by the Commission. PLEASE REFER TO ATTACHMENT A FOR TIME LIMITS FOR PRESENTATIONS.

6. Request of Ed Lane / SPG Planners + Engineers, Owner: Athens-Clarke County Unified Government, for a Rezone from P to C-D (Park to Commercial Downtown) and Future Land Use from Government to Downtown on 1.53 acres known as 293 Hoyt Street. Type I District 2

Planning Commission recommendation:
Future Land Use – Approval
Rezone - Approval

G. Public input. If you wish to address the Mayor and Commission on any other item (07 - 13) listed below on this agenda, please go to the podium and state your name and address. Comments on items not listed on this agenda will be received upon the completion of all other business. RULES OF THE COMMISSION STATE MEMBERS OF THE PUBLIC MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

H. Old business

7. Development Agreement for the Redevelopment of Public and Private Properties Around 295 E. Dougherty Street (November 4, 2025)

8. Request of Ed Lane / SPG Planners & Engineers, Owner: Homewood Village, LLC., for a Master Planned Development from C-G to C-G (PD), on 15.95 acres known as 2415 Jefferson Road. Type II District 5 (December 2, 2025)

9. SPLOST 2020 Project 28, Mental Health Recovery Facility Project – Waiver of Water & Wastewater Connection Fees for Mental Health Recovery Facility Located at 240 Mitchell Bridge Road - (December 2, 2025) **REVISED – Ordinance added 01-05-2026**

10. Naming of East Broad Street Bridge Over North Oconee River as Weaver D's Bridge – Automatic for the People

11. Right-of-Way Use Ad Hoc Committee Report: Recommendation for Proposed Ordinance Language Updates REVISED – 12/15/2025

12. FY26 Investigative Audit of ACCGov Organizational Structure

13. TSPLOST 2026 Final Projects List

I. New business – Consider under suspension of Rules

J. Public input. If you wish to address the Mayor and Commission on any item other than those listed on this agenda, please go to the podium and state your name and address. RULES OF THE COMMISSION STATE THAT MEMBERS OF THE PUBLIC MAY SPEAK **ONCE** DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

K. Receive report from Mayor

14. Adopt A Highway Proclamations

L. Receive report from Manager

15. November 2025 Purchasing Contracts

M. Receive report from Auditor

N. Receive report from Attorney

O. Receive input from Commissioners

P. Adjourn

A qualified interpreter for the hearing impaired is available upon request at least 10 days in advance of this meeting. Please call (706) 613-3031 (TDD {706} 613-3115) to request an interpreter or for more information.

Wireless access will be available for general use shortly before, during, and shortly after each Mayor and Commission meeting. Connect to ACC_Guest.

Free parking deck vouchers for citizens attending the monthly Regular Voting Meetings, Work Sessions, and Agenda Setting Meetings of the Mayor and Commission held at City Hall are available on the 2nd floor of City Hall.

ATTACHMENT A

PROCEDURE FOR CITIZEN INPUT ON ZONING RELATED PUBLIC HEARINGS.

All persons supporting and opposing a proposed rezoning may take either one of two different opportunities to address the Mayor and Commission at the final public hearing on the proposed rezoning, as follows:

1.a. Proponents shall first present their ten (10) minute argument in support of the proposed rezoning, and opponents shall then present their ten (10) minute argument in opposition to the proposed rezoning.

b. Neither side will be required to use all of its ten (10) minute argument period.

c. Either side may allocate its ten (10) minute argument period among any number of speakers, provided that the presentation by all speakers for each side shall not exceed ten (10) minutes per side.

d. All persons wishing to speak longer than three (3) minutes during one side's ten (10) minute argument period must register their intent to do so with the Clerk of Commission not later than the time that the meeting of the Mayor and Commission at which the final public hearing on the proposed rezoning is to be conducted is first called to order.

e. In the event that all persons wishing to speak longer than three (3) minutes as a part of one side's ten (10) minute argument are not able to agree how that side's ten (10) minute argument period shall be allocated, they shall inform the Mayor of their disagreement before either side begins its 10-minute argument, in which event the Mayor shall decide and announce the manner in which that side's ten (10) minute argument period shall be allocated. Any Commissioner dissatisfied with the Mayor's allocation of that side's ten (10) minute argument shall have the right to appeal the Mayor's allocation decision to the Commission before either side begins its ten (10) minute argument.

2. After the supporters and opponents of the proposed rezoning have concluded their ten (10) minute arguments, any person who has not yet spoken either for or against the proposed rezoning shall be allowed to address the Mayor and Commission concerning the proposed rezoning for no longer than three (3) minutes per person.

Attachment #3 - Budget Ordinance for Use of FY26 Contingency Funding

AN ORDINANCE TO AMEND THE FY2026 OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE FUNDING TO IMPLEMENT THE CLASSIFICATION AND COMPENSATION STUDY FOR THE FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The Commission of Athens-Clarke County, Georgia desires to amend the General Fund to provide funding to implement the classification and compensation study for the Fire Department. Said Operating budget is hereby amended as follows:

General Fund:

EXPENDITURES:

Decrease:	
Other General Administration	
Contingency	$343,749
Increase:	
Fire Department	
Personal Services	$343,749

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Amendment to the Collective Bargaining Agreement and Implementation of Fire Classification and Compensation Study

DATE: October 20, 2025

EXECUTIVE SUMMARY: This agenda item seeks approval from Mayor and Commission to amend the Fire Department Collective Bargaining Agreement and implement the results of the Pay Study completed by AutoSolve Inc. $343,749 of operating contingency is needed to implement this action for the six months remaining in FY26.

BUDGET INFORMATION:

REVENUES: $ 0

EXPENSES:
- ANNUAL: $ 343,749 (6-month implementation for FY26)
  $ 687,498 (full fiscal year implementation in FY27)
- CAPITAL:
- OTHER:

FUNDING SOURCE: FY26 = Operating Contingency
FY27 = Additional Funding Must Be Budgeted

COMMISSION ACTION REQUESTED ON: January 6, 2026

PURPOSE:

To request that Mayor and Commission:

a. Approve an amendment to the Collective Bargaining Agreement between the Unified Government of Athens-Clarke County and the Professional Firefighters of Athens-Clarke County (**Attachment #1**);
b. Accept the Classification and Compensation Study for the Fire Department completed by AutoSolve, Inc. (**Attachment #2**);
c. Authorize the Manager and relevant staff to implement Hire Year Parity, as recommended in the Fire Pay Study, effective the first pay period in January 2026;
d. Adopt a budget ordinance (**Attachment #3**) to provide funding for the implementation of the findings and recommendations of the Pay Study completed by AutoSolve, Inc.; and,
e. Authorize the Mayor and relevant staff to sign related documents.

HISTORY:

1. In October 2021, the DA/Solicitor General Investigator positions (8 employees) received pay increases based on a market study.

2. On December 6, 2022, the Mayor and Commission (M&C) adopted a resolution in support of Athens-Clarke County employee labor unions.

3. On December 6, 2022, there was special called session of the M&C to vote on an ordinance agreeing for the Unified Government of Athens-Clarke County, Georgia (ACCGov) to be covered by the Firefighter's Mediation Act (O.C.G.A. Sec. 25-5-1, et seq.) so as to provide firefighters with the right to bargain collectively with ACCGov and to be represented by a labor organization in such collective bargaining as to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment. This item was held until January 2023.

4. In May 2022, positions in the Office of Probation (17 employees) received pay increases based on a market study.

5. In April 2023, positions in the Sheriff's Office (109 employees) received pay increases based on a market study.

6. On April 4, 2023, the M&C voted to hold consideration of the ordinance agreeing for ACCGov to be covered by the Firefighter's Mediation Act until June 6, 2023, and directed staff to add the topic to the May 9, 2023, Work Session.

7. On May 9, 2023, the representatives from the International Association of Fire Fighters (IAFF), the Professional Firefighters of Athens-Clarke County, Local 2795, and the Manager shared presentations regarding the Firefighter's Mediation Act and the request to collectively bargain at a Work Session of the M&C.

8. On June 6, 2023, an ordinance to amend the code of Athens-Clarke County Georgia, Part II (Special and Related Laws), Title 3 (Public Safety), Chapter 3-7 (Fire), to create a new Section 3-7-11 Entitled "Firefighter's Mediation Act" was adopted.

9. On December 21, 2023, the Professional Firefighters of Athens-Clarke County, Local 2795 (Local 2795) was officially voted to be the Collective Bargaining Agent for the firefighters of Athens-Clarke County Fire & Emergency Services.

10. Between March 18 and March 21, 2024, representatives from ACCGov and Local 2795 negotiated the draft of a Collective Bargaining Agreement (CBA) between the two organizations.

11. On April 7, 2024, the final draft of the CBA between ACCGov and Local 2795 was published and shared to related parties.

12. Between April 9 and April 10, 2024, Local 2795, presented the draft of the CBA to the firefighters of Athens-Clarke County Fire & Emergency Services for review. The draft CBA was ratified by the bargaining members of the Union (all firefighters at the rank of captain and below) on April 10, 2024.

13. On June 5, 2024, M&C adopted the CBA by consent.

14. On July 1, 2024, the CBA took effect and covers the period from July 1, 2024 – June 30, 2025.

15. On July 1, 2024, the M&C approved funds for the Fire Classification and Compensation Study.

16. On August 1, 2024, Human Resources made a request for Formal Sealed Solicitation provided to Athens-Clarke County Purchasing.

17. On October 21, 2024, Human Resources received bids from ACCGov Purchasing.

18. On November 7, 2024, Human Resources provided Purchasing with bid recommendation for AutoSolve, Inc.

19. On February 12, 2025, the RFP contract was signed by the mayor.

20. On March 10, 2025, ACCGov and Local 2795, began a Classification and Compensation Study with AutoSolve, Inc.

21. On March 17, 2025, Human Resources had the first meeting with AutoSolve to begin the pay study.

22. On April 14-15, 2025, representatives from ACCGov and Local 2795 negotiated a draft of a CBA to provide updates for 2025 between the two organizations.

23. On April 17, 2025, the final draft of the CBA between ACCGov and the Local 2795 was published and shared to related parties.

24. From April 24-25, 2025, Local 2795, presented the draft of the Collective Bargaining Agreement to the firefighters of Athens-Clarke County Fire & Emergency Services for review. The draft CBA was ratified on April 25, 2025.

25. On June 3, 2025, the Mayor and Commission adopted an update to the Collective Bargaining Agreement which provided for re-opener negotiations exclusively for Article 13 – Wages/Promotions, and other articles impacted by the Fire Classification and Compensation Study on or about September 15, 2025, or a mutually agreeable earlier date. Article II, Section 2.1(a) will also be included in the re-opener discussions.

26. On June 3, 2025, the M&C adopted a Commission Defined Option for the FY26 Operating and Capital Budget which provided funding for to create pay equity between the Clarke County Sheriff's Office, Probation, Department of Corrections, and Police Department.

27. In June 2025, AutoSolve Inc. provided Human Resources and the Fire Department with a Final Report on the Classification and Compensation Study.

28. In July 2025, the Probation Office (17 employees), Sheriff's Office (109 employees), and Department of Corrections (40 employees) received equity pay adjustments.

29. On September 3-4, 2025, Re-opener negotiations were held between ACCGov and IAFF Local 2795 to discuss Article II, Section 2.1 Recognition and Article 13. Wages/Promotions.

30. On November 12, 2025, information on the Fire Class and Compensation Study and proposed amendments to the Collective Bargaining Agreement was presented at a Mayor and Commission Work Session.

FACTS & ISSUES:

1. In 1971, Georgia passed Title 25, known as the Firefighters Mediation Act, under Governor Jimmy Carter. This law establishes a fair, structured process for firefighters to negotiate with their employers regarding wages, hours, and working conditions. The Professional Firefighters of Athens Clarke County was rechartered in 2007 and received official recognition with passing of the county ordinance in 2023. Over 50 years after the State code was adopted ACC became the third Government in Georgia to fully adopt title 25. ACC was the second government to sign a collective bargaining agreement.

2. As of 2025, Georgia has 461 fire departments registered with the National Fire Department Registry, encompassing a mix of career, mostly career, and volunteer staffing models. Of these, 23 are affiliated with the International Association of Fire Fighters (IAFF). Three (3) Cities have adopted Title 25.

3. In Athens-Clarke County, Local 2795 represents all firefighters in the bargaining unit, with 117 out of 153 of them being dues-paying members.

4. The first CBA was adopted on June 5, 2024. That draft established a Labor/Management Committee, that meets monthly to facilitate improved labor management and problem solving.

5. The first CBA defined seniority of employees as it relates to vacations, transfers, promotions, and other related topics. It established a 14-day work cycle versus the previous 28-day cycle as it relates to the calculations of overtime for firefighters that work a 24 / 48 shift. The estimated cost was $360,000 / Fire and $220,000 / all other public safety personnel.

6. The first CBA required ACCGov to conduct an Independent Class and Compensation Study for the Fire Department in FY25. The fire CBA also include a reopener clause identifying that after the completion of the class and compensation study, the union may ask to reopen CBA negotiations for the purpose of negotiating an amendment.

7. The Article II of the September 2025 re-opener update to the Collective Bargaining Agreement, it is stated: The Employer hereby recognizes the Union as the sole and exclusive representative for collective bargaining for all uniformed employees below the rank of Fire Division Chief.

8. In Autosolve's Final Report, they are recommending the following implementation option: **Hire Year Parity.** This implementation option aims to align an employee's salary within their recommended new pay grade range based on their overall tenure with the organization. The total number of employees impacted is **174.**

9. The proposed Fire Step Pay Plan has nine grades and twenty steps with a step progression of 1.79% which indicates the pay increase between each step.

10. The total implementation cost for Hire Year Parity is **$687,498.92.** The table below provides the five-year cost forecast for the Hire Year Implementation Option. The total salary amount row is the estimated total dollar amount for Fire Department employees' annual salaries. The Cost Difference Line is the additional amount needed to meet the assumed increase per employee each year.

	Implementation	Year 1	Year 2
Total Salary Amount	$12,287,948.92	$12,568,086.14	$12,792,637.62
Cost Difference	$687,498.92	$280,137.22	$224,551.49

	Year 3	Year 4	Year 5
Total Salary Amount	$13,021,201.12	$13,253,848.32	$13,490,652.18
Cost Difference	$228,563,50	$232,647.20	$236,803.86

11. The forecast utilizes the current employees employed within the Fire Department and assumes each employee will receive one step increase annually (1.79% increase). Year one estimate cost difference is higher than year two estimate cost difference assuming that all current Firefighter Recruits will move to the Firefighter classification after one year of service which would result in a 19% increase.

12. The retirement annual cost for the implementation year is ~$130,000 and will gradually increase to about $300,000 in five years. Note, this is a 1%-2% increase over the current $14.1M FY 2025 ARC.

	Implementation Year	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Additional Annual Required Contribution (ARC)	**$ 0.13M**	**$0.16M**	**$0.17M**	**$0.22M**	**$0.24M**	**$0.30M**

13. Employees not at the maximum rate of the pay range will advance one step in the pay plan on the first full pay period following the employee's anniversary date.

14. This recommendation supports the following goal and strategy from the FY26 – FY28 Strategic Plan:
    - Organizational Improvement Goal, Strategy A: Develop strategies to recruit, reward, and retain high performing employees, both internally and externally, including individuals coming out of the justice system.

OPTIONS:

1. Mayor and Commission:
    a. Approve an amendment to the Collective Bargaining Agreement between the Unified Government of Athens-Clarke County and the Professional Firefighters of Athens-Clarke County (**Attachment #1**);
    b. Accept the Classification and Compensation Study for the Fire Department completed by AutoSolve, Inc. (**Attachment #2**);
    c. Authorize the Manager and relevant staff to implement Hire Year Parity, as recommended in the Fire Pay Study, effective the first pay period in January 2026;
    d. Adopt a budget ordinance (**Attachment #3**) to provide funding for the implementation of the findings and recommendations of the Pay Study completed by AutoSolve, Inc.; and,
    e. Authorize the Mayor and relevant staff to sign related documents.

2. Mayor and Commission do not approve the implementation of the Fire Pay Study results.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: 1 a, b, c, d & e

Human Resources recommends that all future pay studies for public safety departments be conducted simultaneously to support a unified public safety pay structure, separate from the pay structure for all other ACCGov employees.

Human Resources also recommends aligning all future collective bargaining items with the annual budget cycle for review by the Mayor and Commission.

DEPARTMENT: Human Resources
Prepared by: Vicki Casella

Vicki Casella 10/20/2025

Vicki Casella — Date
Human Resources Director

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: 1 a, b, c, d & e



December 10, 2025

Bob Cowell, Manager — Date

ATTACHMENTS:
Attachment #1 – IAFF CBA amendment
Attachment #2 – AutoSolve Final Report
Attachment #3 – Budget Ordinance for Use of FY26 Contingency Funding

Article II. Union Recognition

Section 2.1 Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive representative for collective bargaining for all uniformed employees below the rank of Fire Division Chief. Beginning November 15, 2025, the Employer will recognize the Union as the sole and exclusive representative for collective bargaining for all uniformed employees below the rank of Fire Division Chief.

Article 13. Wages / Promotions

Section 13.1 Wages

Effective January 1, 2026, the compensation schedule S3.1B & C from page 39 of the AutoSolve, Inc. Class and Compensation Study will serve as the initial Appendix A – Pay Step Plan, attached hereto for all bargaining unit members is hereby-established contingent upon funding by the Unified Government of Athens-Clarke County.

(a) Salary Range Adjustments:

B~~a~~rgaining unit employees shall receive percentage wage increases approved by the Athens-Clarke Mayor and County Commission afforded to all public safety employees. At the time of such increases, Appendix A will be adjusted accordingly.

(b) Annual Step Plan Increases

Upon approval by the Mayor and Commission of ACC, effective the first full pay period after January 1, 2026, the County will adjust the pay of all bargaining unit members into the appropriate step as denoted in the Class and Compensation Study recommendation by Hire Year Parity in accordance with the table in Appendix A.

Upon approval by the Mayor and Commission of ACC, beginning January 1, 2026 and in accordance with Appendix A, bargaining unit members not at the maximum rate of the pay range shall advance one step in the pay plan on the first full pay period following the member's anniversary date.

Section 13.2 Certification and Assignment Pay

(a) The Union reserves the right to make a proposal to negotiate Certification and Assignment pay at the upcoming negotiation session, if desired.

(b) Section 13.3 Promotions

(a) Promotions will be conducted in accordance with the ACCFES Administrative Policies and Procedures Manual Section 1.11 dated April 1, 2024.

(b) Upon promotion to the next higher rank, bargaining unit members will be slotted into the equivalent year slot of their new promoted rank.

Section 13.4 Working Out-Of-Classification

The Employer shall strive to ensure that employees are assigned work that is commensurate with their titles.

For the Professional Fire Fighters of Athens-Clarke County, IAFF Local 2795	**For the Unified Government of Athens-Clarke County, Georgia:**
By:_____	By: _____
Emily Thompson Alger, President	Kelly Girtz, Mayor
By:_____	Date: _____
Jeremy Williams Vice President	
Date:_____	Attest: _____
	Clerk of Commission (or Deputy)

AutoSolve, Inc.



Summary Report

Classification and Compensation Study for:
Athens-Clarke County Unified Government, GA
Fire Department Collective Bargaining Group

June 2025

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Study Introduction

From April 2025, through June 2025, AutoSolve, Inc. conducted a comprehensive classification and compensation study for Athens-Clarke County Fire Department The study focused on 174 employees and 9 classifications / job titles. The goal of this study was to create and improve compensation system that would aid the AccGov in the following ways.

- Attract and retain qualified employees.
- Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together.
- Provide salaries commensurate with assigned duties.
- Provide justifiable pay differential between individual classes.
- Maintain a competitive position with other comparable government entities within the same geographic areas.

Study Methodology

To achieve the study's goals AutoSolve utilized both quantitative and qualitative tools to assess the AccGov's current internal and external equity to provide the most appropriate recommendations.

Communication, Interaction, and the Kickoff Call

As illustrated in the **Study Methodology Diagram,** AutoSolve started off the study with a project kickoff call. The kickoff call allows AccGov management to learn more about the project, ask questions, and allows AutoSolve to request the appropriate data that we will need to complete the project effectively. AutoSolve emphasizes open communication throughout the project by holding weekly touchpoint meetings to discuss the project and review the workplan, providing weekly updates on the progress of the project, scheduling as need meetings with department heads, incorporating the AccGov's Project Team feedback throughout the project, and working alongside the AccGov's project team during all phases of the project.

Current Pay Plan/Philosophy Evacuation

AutoSolve assessed the current pay plan structure at the beginning of the study. This analysis provides the starting point for any recommendations AutoSolve proposes.

Compensation Evaluation External Competition

AutoSolve performed an external market survey reaching out to a selected group of organizations that were deemed by both AutoSolve consultants and the AccGov's project team to be direct competitors with the AccGov. AutoSolve reached out to the selected peers to collect classification pay range data and benefit data. The results from the market survey were utilized in the development of the recommended compensations system.

Classification Grading

AutoSolve consultants provided a "rank' to each of the classifications that were a part of the study. The rank is based off the classification's duties, responsibilities, and impact within the AccGov. The ranks assist in AutoSolve's assigning new classification grades.

Employee Compensation Management System with Implementation Options

The concluding recommendations and proposed compensation system were provided based on the synthesis findings of the overall study and the AccGov's compensation philosophy. The recommendations were accompanied with multiple different ways to implement the proposed compensation system along with the estimated cost for each. AutoSolve also provided the AccGov project leadership team with an *Employee Compensation Management System*. The system is an excel spreadsheet that is designed aid the AccGov in implementing and maintaining the proposed compensations system derived from this study.

Study Methodology Diagram

Project Initiation
Kick Off



Current Pay Plan / Philosophy Evaluation



Compensation Evaluation External Competition



External Salary Survey



Updated Job Descriptions



Classification Grading



Employee Compensation Management System with Implementation Options



Final Report, System Training, & On-Going Support



Market Peers

Peer Name	Cost of Living Index	COLI Factor
Athens-Clarke, GA	96.90	
City of Woodstock, GA	99.50	0.974
Cobb County, GA	104.80	0.925
DeKalb County, GA	103.10	0.940
Macon-Bibb County, GA	94.90	1.021
Barrow County, GA	93.30	1.039
City of Alpharetta, GA	112.50	0.861
City of Atlanta, GA	112.50	0.861
City of Gainesville, GA	96.50	1.004
City of Johns Creek, GA	112.50	0.861
City of Roswell, GA	112.50	0.861
City of Sandy Springs, GA	112.50	0.861
City of South Fulton, GA	112.50	0.861
Clayton County, GA	90.30	1.073
Forsyth County, GA	104.80	0.925
Gwinnett County, GA	98.50	0.984
Hall County, GA	96.50	1.004
Rome-Floyd County, GA	92.30	1.050
Walton County, GA	94.40	1.026

Study Summary - Proposed Compensation System

Study Summary is the aggregate of the analysis and findings discovered in this study. The combined findings were utilized to create the following recommendations.

Study Summary Findings

Client Specified Issues, Needs, and Compensation Philosophy

The AccGov's project team expressed their desire for the AccGov's compensation philosophy to consist of taking into consideration the employee's tenure with the organization and provide market average compensation relative to their operating market.

Review of the Current Pay Plan System:
The first step in the study was reviewing the internal equity of the organization. The AutoSolve team performed a deep dive into the current compensation structure utilized by the AccGov. This detailed analysis provided the foundation for AutoSolve's recommendations. Listed below are the summary findings from Section One.

- The AccGov Fire Department utilizes a Public Safety step plan that has inconsistent increases between each of its grades and inconsistent step progression between and within each grade.
- The pay plan illustrates best practices regarding tenure and quartile correlation.
- 0 employees are below their grade minimum.
- 0 employees are above their grade maximum.
- 9 employees fall -5% or more below their expected hire year salary.
- 17 employees have a salary between 95% and 100% of their supervisor's salary.

Compensation Evaluation – Market Survey:
The Market Survey is a comprehensive examination of the AccGov's compensation and benefit structure. The organization's external equity was evaluated by comparing AccGov's salary ranges and benefits to selected peer organizations. Listed below are the summary findings gathered from Section Three.

- AccGov is **2.88%** below the market minimum.
- AccGov is **11.87%** below the market midpoint.
- AccGov is **18.34%** below the market maximum.

Study Recommendations

Based on the combined findings found from each section of this study and the compensation philosophy for AccGov Fire Department, AutoSolve recommends the following to addresses and resolves recruitment, retention, and compression issues:

- Recommended Implementation date of January 1st, 2026.
- Assigned the Corporal Classification to its own grade.
- Brought the proposed grade minimums to the market average.
- Brought all the grades' range spreads from 30.00% to 40.00%.
- Increased the number of steps from 7 to 20, allowing for more instances of pay increases which will assist in combating compression.
- Proposed the Implementation Option: **Hire Year Parity** This implementation option aims to align an employee's salary within their recommended new paygrade range based on their overall tenure with the organization. This is calculated on a 30-year career basis. For example, if an employee has 15 years of experience with the organization, that employee will be placed at the midpoint of their new paygrade range. This implementation option was chosen to correct the pay "leap frogging' that has been occurring in the organization and to reward employees for their years of service with the organization.

Recommended Proposed Pay Plans

The following chart found in **FIGURE S3.1** is the recommended proposed pay plan for AccGov's Fire employees. The proposed pay plan was created to be at the market average relative to the AccGov's market peers. (The AccGov's market peers utilized for this study are found in **FIGURE S2.1** on page 6).

The proposed pay plans characteristics are as follows:

Fire Step Pay Plan

- **Number of Pay Grades:** 9
- **Number of Steps:** 20
- **Average Range Spread:** 40.00%
- **Smallest Minimum:** $44,000.00
- **Largest Maximum:** $142,754.33
- **Number of Departments:** 1
- **Employees Assigned:** 174

Figure S3.1A
Proposed Fire Step Pay Plan

Grade	Proposed Min	Proposed Midpoint	Proposed Maximum	Range Spread	Min Grade Progression	Step Progression
F1	$44,000.00			-		-
F2	$52,360.00	$62,832.00	$73,304.00	40.00%	19.00%	1.79%
F3	$56,548.80	$67,858.56	$79,168.32	40.00%	8.00%	1.79%
F4	$61,072.70	$73,287.24	$85,501.79	40.00%	8.00%	1.79%
F5	$67,179.97	$80,615.97	$94,051.96	40.00%	10.00%	1.79%
F6	$73,897.97	$88,677.57	$103,457.16	40.00%	10.00%	1.79%
F7	$81,287.77	$97,545.32	$113,802.88	40.00%	10.00%	1.79%
F8	$91,042.30	$109,250.76	$127,459.22	40.00%	12.00%	1.79%
F9	$101,967.38	$122,360.85	$142,754.33	40.00%	12.00%	1.79%

Figure S3.1B
Proposed Fire Step Pay Plan

Grade	1	2	3	4	5	6	7	8	9
F1	$44,000.00								
F2	$52,360.00	$53,295.51	$54,247.73	$55,216.96	$56,203.51	$57,207.69	$58,229.80	$59,270.18	$60,329.15
F3	$56,548.80	$57,559.15	$58,587.54	$59,634.32	$60,699.79	$61,784.30	$62,888.19	$64,011.80	$65,155.49
F4	$61,072.70	$62,163.88	$63,274.55	$64,405.06	$65,555.77	$66,727.05	$67,919.24	$69,132.74	$70,367.92
F5	$67,179.97	$68,380.27	$69,602.00	$70,845.57	$72,111.35	$73,399.75	$74,711.17	$76,046.02	$77,404.72
F6	$73,897.97	$75,218.29	$76,562.20	$77,930.12	$79,322.49	$80,739.72	$82,182.29	$83,650.62	$85,145.19
F7	$81,287.77	$82,740.12	$84,218.42	$85,723.14	$87,254.73	$88,813.70	$90,400.51	$92,015.68	$93,659.71
F8	$91,042.30	$92,668.94	$94,324.63	$96,009.91	$97,725.30	$99,471.34	$101,248.58	$103,057.56	$104,898.87
F9	$101,967.38	$103,789.21	$105,643.59	$107,531.10	$109,452.34	$111,407.90	$113,398.40	$115,424.47	$117,486.74

Figure S3.1C
Proposed Fire Step Pay Plan

Grade	10	11	12	13	14	15	16	17	18	19	20
F1											
F2	$61,407.04	$62,504.19	$63,620.94	$64,757.64	$65,914.65	$67,092.34	$68,291.06	$69,511.21	$70,753.15	$72,017.28	$73,304.00
F3	$66,319.61	$67,504.53	$68,710.61	$69,938.25	$71,187.83	$72,459.73	$73,754.35	$75,072.10	$76,413.40	$77,778.66	$79,168.32
F4	$71,625.17	$72,904.89	$74,207.46	$75,533.31	$76,882.85	$78,256.50	$79,654.70	$81,077.87	$82,526.47	$84,000.96	$85,501.79
F5	$78,787.69	$80,195.38	$81,628.21	$83,086.65	$84,571.14	$86,082.15	$87,620.17	$89,185.66	$90,779.12	$92,401.05	$94,051.96
F6	$86,666.46	$88,214.91	$89,791.03	$91,395.31	$93,028.25	$94,690.37	$96,382.18	$98,104.22	$99,857.03	$101,641.16	$103,457.16
F7	$95,333.11	$97,036.40	$98,770.13	$100,534.84	$102,331.08	$104,159.41	$106,020.40	$107,914.65	$109,842.74	$111,805.27	$113,802.88
F8	$106,773.08	$108,680.77	$110,622.55	$112,599.02	$114,610.81	$116,658.53	$118,742.85	$120,864.40	$123,023.86	$125,221.91	$127,459.22
F9	$119,585.85	$121,722.47	$123,897.26	$126,110.90	$128,364.10	$130,657.56	$132,991.99	$135,368.13	$137,786.73	$140,248.54	$142,754.33

Recommended Pay Grade Assignments

Utilizing both the external market survey and AutoSolve's proprietary ranking analysis conducted on each classification. AutoSolve is proposing the following pay grade assignment for each classification. AutoSolve's proposed pay grade assignments ensures each classification is compensated competitively and fairly, externally within AccGov's operating market, and internally taking into consideration each classifications required duties, responsibilities, and experience relative to the other classification utilized by the AccGov.

FIGURE S3.2 illustrate the proposed recommended pay grade for each classification within the proposed Fire Step Plan.

Figure S3.2
General Pay Plan Grade Assignments

Classification	Proposed Grade
Firefighter Recruit	F1
Firefighter	F2
Fire Corporal	F3
Fire Sergeant	F4
Fire Lieutenant	F5
Fire Captain	F6
Battalion Chief	F7
Division Chief	F8
Deputy Fire Chief	F9

Proposed Salary Ranges Compared to Peer Market Salary Ranges

Below AutoSolve provides comparison charts between the nine classifications proposed salary ranges and the peer market average salary ranges. Each chart is broken into three sections, Min, Mid, and Max. Each section will have two bars one representing the proposed plan's Min, Mid, and Max and the other bar represents the peer market average Min, Mid, and Max

All classification's proposed minimums will be at or right above the market minimum. All classification's midpoints and maximums will be slightly below the market midpoints and maximums. This is consistent with AccGov's compensation philosophy of brining the classification minimums to market and keeping the raising the range spread from approximately 30.00% to 40.00%.

Figure S3.3A
Proposed Vs. Market



Figure S3.3B
Proposed Vs. Market

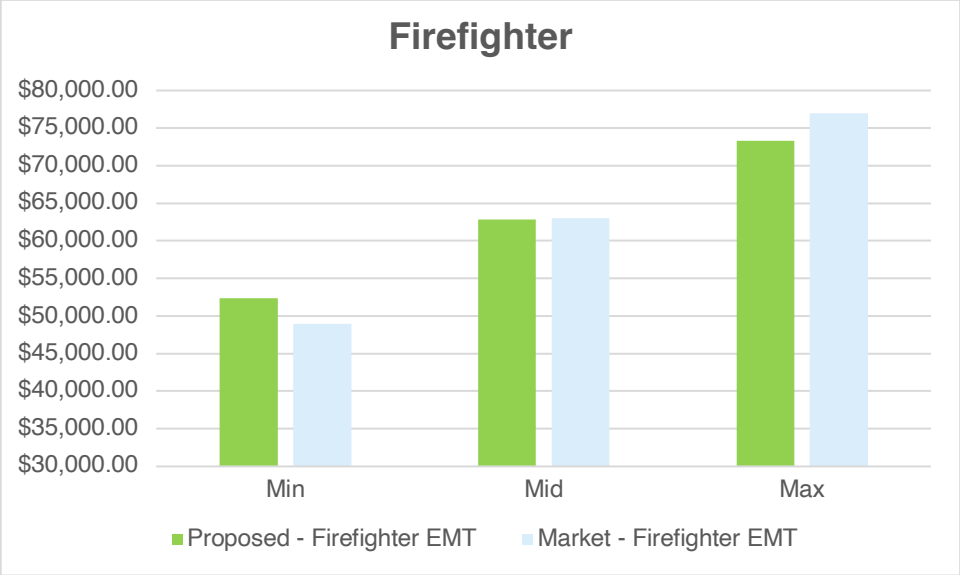


Figure S3.3C
Proposed Vs. Market

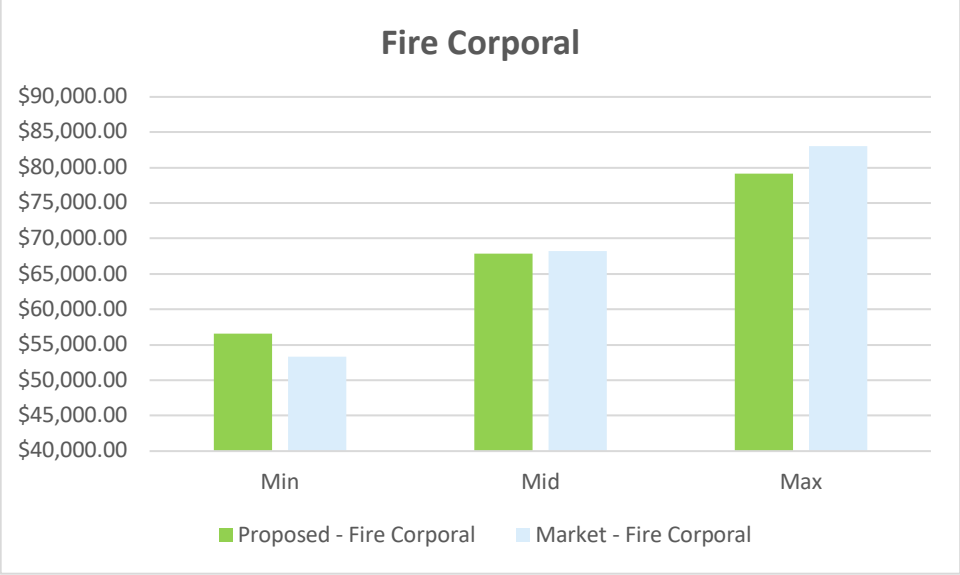


Figure S3.3D
Proposed Vs. Market

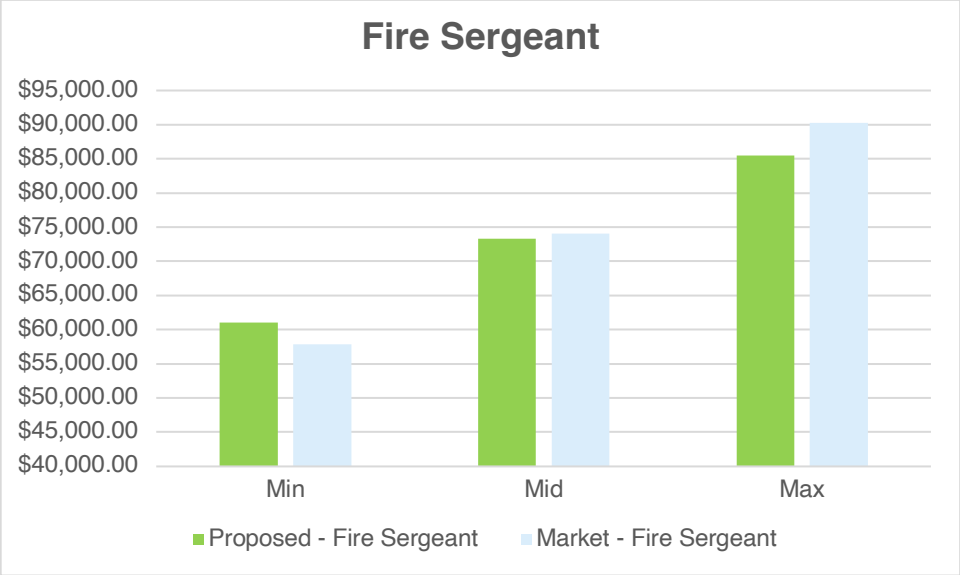


Figure S3.3E
Proposed Vs. Market

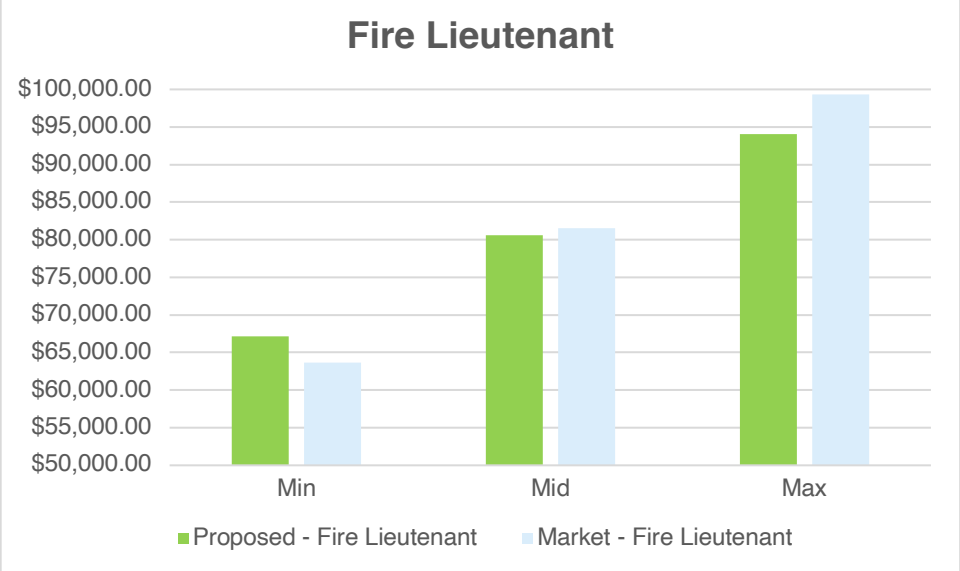


Figure S3.3F
Proposed Vs. Market

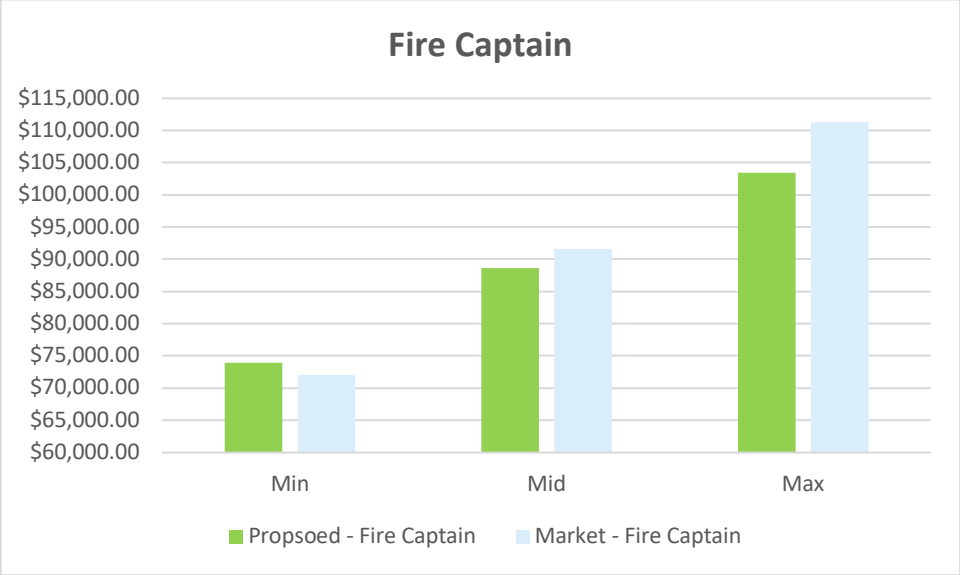


Figure S3.3G
Proposed Vs. Market

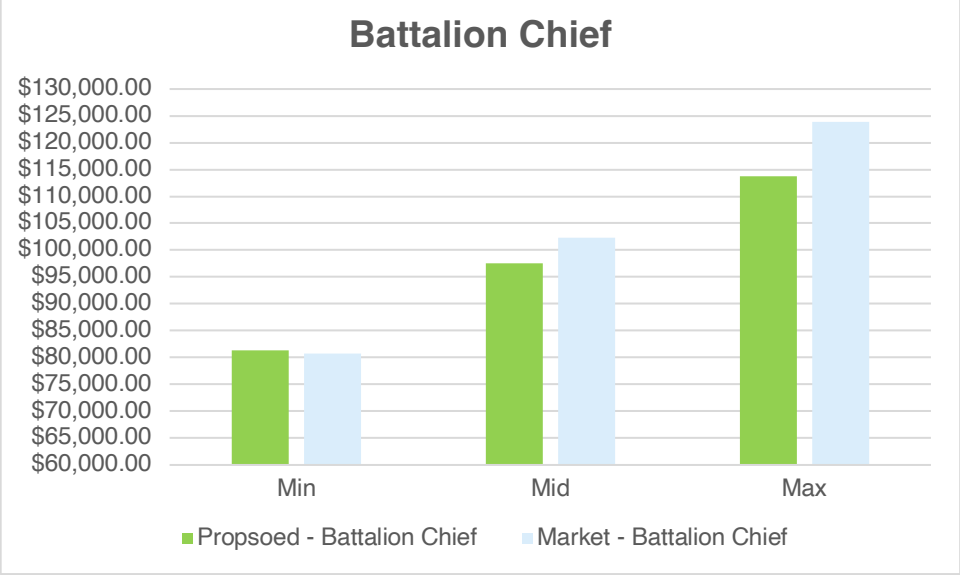


Figure S3.3H
Proposed Vs. Market

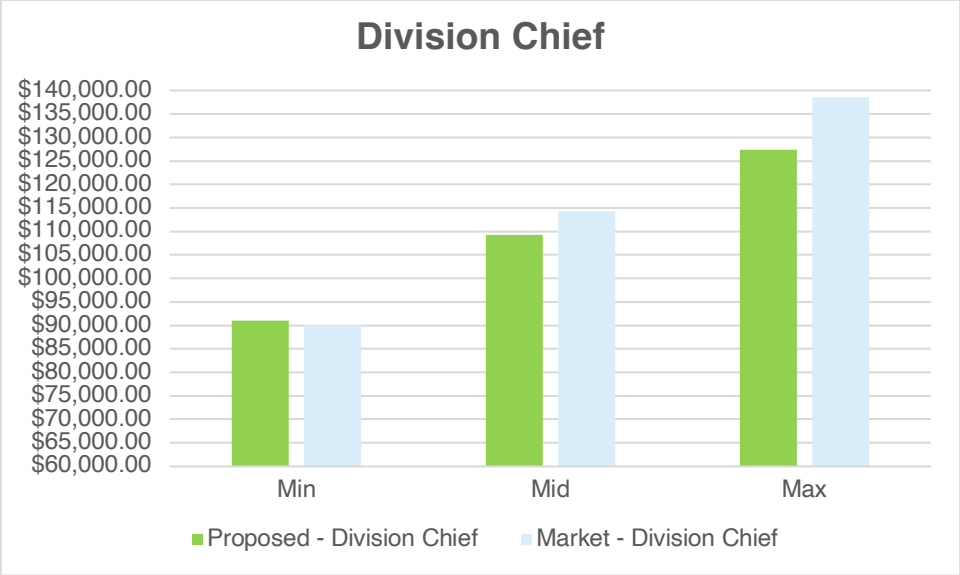
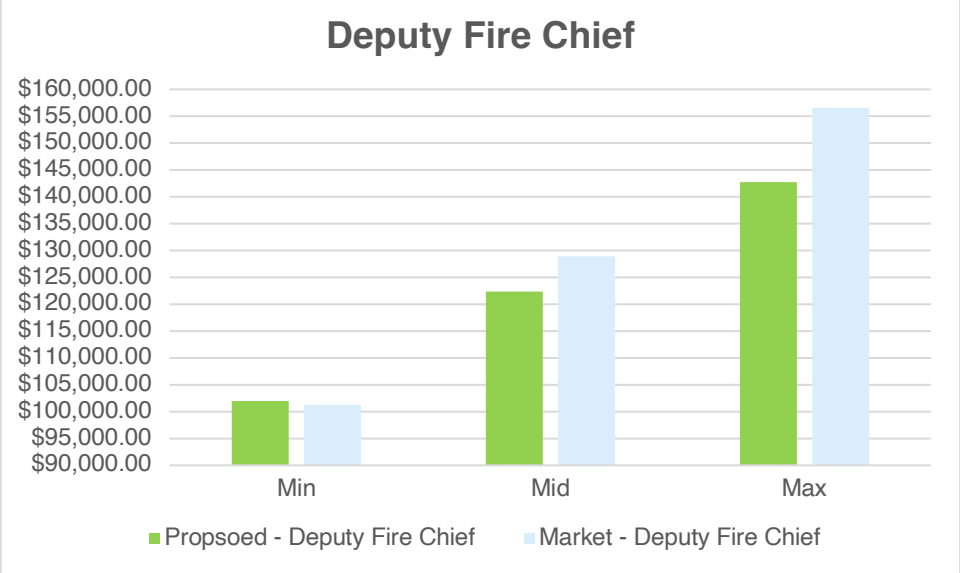


Figure S3.3I
Proposed Vs. Market



Recommended Implementation Option

AutoSolve is recommending the implementation option: **Hire Year Parity**. This implementation option aims to align an employee's salary within their recommended new paygrade range based on their overall tenure with the organization. This is calculated on a 30-year career basis. For example, if an employee has 15 years of experience with the organization, that employee will be placed at the midpoint of their new paygrade range. This implementation option was chosen to correct the pay "leap frogging' that has been occurring in the organization. This recommendation rewards employees for their tenure with AccGov Fire Department. Experience outside the AccGov Fire Department was not applicable.

The total recommended implementation cost for Hire Year Parity is $687,498.92. The implementation will affect all 174 employees. **FIGURE S3.4** illustrates a cost breakdown of the recommended implementation option.

Figure S3.4
Hire Year Parity
Implementation Cost

Implementation Options	Cost	Number Of Employees Affected	Average Change Per Employee	Average Percent Increase
Hire Year Parity	$687,498.92	174	$3,951.14	5.17%

This implementation costs can be split out over two implementation periods, if the AccGov is unable to allocate enough resources at one time to complete the implementation at one time. The estimated implementation option cost would then be $343,749.46 in period one and $343,749.46 in period two. **FIGURE S3.5** illustrates the two-period implementation.

Figure S3.5
Two Period Implementation

Implementation Period	
Period 1	$343,749.46
Period 2	$343,749.46

Compensation Management System and Periodic Maintenance

The proposed twenty step pay plan system is designed to allow one step increase for every employee each year, with the option to increase more than one step for high achieving employees. When promoting an employee into their next classification and grade, leadership will determine if the employee maintains their step with each promotion or if they will fall back a step with each promotion.

Accompanying our recommendations, is an Employee Management System that will assist the AccGov in the implementation and maintenance of the new compensation system. This management system will provide per employee implementation cost estimates. It will also aid in implementing and estimating cost for future pay plan increases.

The proposed system will need periodic maintenance over the next two to three years. Without maintenance, the competitiveness of the system will decrease, and the same retention/recruitment pitfalls will increase once again. AutoSolve strongly recommends the AccGov to perform a complete compensation and classification study at least every three years.

Conclusion

This concludes the Comprehensive Compensation and Classification study for the AccGov Fire Department performed by AutoSolve, Inc. AutoSolve proposed a new compensation system that addresses and resolves the retention, recruitment, and compression issues found within the AccGov's current compensation system. The proposed compensation system was created to be competitive relative to the AccGov's operating market, which will allow the AccGov to recruit and retain the best talent possible.

ATTACHMENT #1

AUTHORIZING RESOLUTION

Resolution authorizing the execution of contracts between the Department of Transportation, United States of America, the Georgia Department of Transportation, and the Unified Government of Athens-Clarke County for the FY 2027 (July 1, 2026 - June 30, 2027) Planning (PL) Contract, if awarded.

WHEREAS, the Federal Government requires that Urbanized Areas such as Athens have a formal planning process as it relates to the planning of transportation projects; and

WHEREAS, the Federal Government will not authorize the expenditure of funds for said transportation projects unless they come out of this formal transportation planning process; and

WHEREAS, the formal transportation planning process is organized around what is commonly known as the Madison Athens-Clarke Oconee Regional Transportation Study (MACORTS);

WHEREAS, the staff of the Unified Government of Athens-Clarke County Planning Department provides support for MACORTS planning efforts;

WHEREAS, the Federal Government will provide up to an estimated amount of $290,000 of the funding for the transportation planning (PL) contract expenses incurred by the Unified Government of Athens-Clarke County subject to a 20% local match of the funded amount (estimated to be a maximum of $58,000), if awarded;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Commission of the Unified Government of Athens-Clarke County:

That the Mayor and appropriate staff are authorized to apply for a grant, accept such grant if awarded, and execute an associated contracts with the Georgia Department of Transportation (GDOT) for the FY 2027 Transportation Planning (PL) Contract Funds, if awarded.

Adopted the _____ day of

_____, 20___

_____
Clerk of Commission

Approved the _____ day of

_____, 20___

_____
Mayor

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Annual Metropolitan Transportation Planning Grant for FY 2027 (July 1, 2026 - June 30, 2027)

DATE: November 18, 2025

EXECUTIVE SUMMARY:

This is an annual renewal of transportation grant funding to support the participation of Athens-Clarke County in the Metropolitan Planning Organization (MPO) known as MACORTS (Madison Athens-Clarke Oconee Regional Transportation Study).

BUDGET INFORMATION:

REVENUES:	$232,000	Estimated Maximum Federal Share (80%) for FY 2027
	$ 58,000	Estimated Maximum Local Share (20%) for FY 2027
	$290,000	**Estimated Maximum Revenue for FY 2027**

EXPENSES:

ANNUAL: $290,000
CAPITAL:
OTHER:

FUNDING SOURCE:

ACCGov General Fund – FY 2027 Planning Department Budget	$37,700
Oconee County Government	$10,150
Madison County Government	$10,150

COMMISSION ACTION REQUESTED ON: January 6, 2026

PURPOSE:

To request that the Mayor and Commission:

a. Adopt a resolution (**Attachment #1**) authorizing the application for and acceptance of the Federal Planning (PL) contract amount associated with the annual Metropolitan Transportation Planning Grant for FY 2027 (July 1, 2026 - June 30, 2027); and,

b. Authorize the Mayor and appropriate staff to execute the resulting contract between the Unified Government of Athens-Clarke County (ACCGov) and the Georgia Department of Transportation (GDOT).

HISTORY:

1. In 1969, the local Metropolitan Planning Organization (MPO) was created, which only included the City of Athens and Clarke County. Over time, the US Census Bureau has served as a basis to identify "urbanized areas" that are required to be included within a MPO's boundary. These boundaries can cross county lines, and county governing authorities can elect whether to participate in the MPO or not.

2. For over 50 years, the City of Athens and Clarke County, and now the Unified Government of Athens-Clarke County (ACCGov), has annually entered into an agreement with the Georgia Department of Transportation (GDOT) to receive federal funding to perform transportation planning within the MPO.

3. In 1991, following the results of the 1990 Census, the Mayor and Commission approved a Memorandum of Understanding (MOU) that:
    a. Established the new boundary for the MPO adding a portion of Oconee County;
    b. Added Oconee County as a participating member of the MPO (to then be known as the Athens-Clarke Oconee Regional Transportation Study), or "ACORTS"; and
    c. Included language that ACCGov would pay the local match 10% of the MPO. The federal government paid 80% of the cost and the State of Georgia provided the remaining 10% of the cost.

4. In 2003, following the results of the 2000 Census, the Mayor and Commission approved a MOU that:
    a. Established the new boundary for the MPO adding a portion of Madison County;
    b. Added Madison County as a participating member of the MPO (now known as the Madison Athens-Clarke Oconee Regional Transportation Study, or "MACORTS"); and
    c. Included language that ACCGov would continue to pay for the local match (10%).

5. In 2009, the MPO was informed that the State match of 10% would no longer be available beginning in the FY 2011 cycle, and the local match would become 20%.

6. In 2010, as the MPO's decision-making body designated by the State, the MACORTS Policy Committee, approved a FY 2011 Unified Planning Work Program (UPWP), which included a local match split with ACCGov paying 13%, and Oconee and Madison counties paying 3.5% each. MACORTS' three active member counties agreed that ACCGov would continue to provide the 10% local match as it did prior to FY 2011. The remaining 10% required local match, to replace the 10% match previously provided by the State, was split between all three member counties.

7. On May 4, 2010, the Mayor and Commission approved the Metropolitan Transportation Planning (PL) Grant for FY 2011, which included reference to the Policy Committee-approved split of the local match.

8. On June 13, 2013, following the results of the 2010 Census, ACCGov entered into an MOU that:
    a. Established the new boundary for the MPO that included small portions of Jackson and Oglethorpe Counties; and
    b. Formalized the desired position of Jackson and Oglethorpe Counties as non-participating members of MACORTS.
    c. The inclusion of these small areas in Jackson and Oglethorpe Counties does not affect MACORTS' membership, funding level, or the local match requirements already established between Athens-Clarke County, Oconee County, and Madison County.

9. In 2015, GDOT informed the MPOs in Georgia that beginning in FY 2017, the annual PL contract would no longer include the unspent funds from the previous year. Instead, all of the unspent funds from all of the MPOs in Georgia would be collected and awarded on an annual competitive basis to 'unfunded' projects proposed in the Unified Planning Work Programs statewide.

10. In FY 2017, MACORTS was awarded funding to update the Metropolitan Transportation Plan to 2045 from the discretionary balance of unspent MPO funds. The 2045 Metropolitan Transportation Plan was adopted on October 9, 2019.

11. In FY 2022, MACORTS was awarded funding to update the Metropolitan Transportation Plan to 2050 from the discretionary balance of unspent MPO funds by the October 9, 2024 deadline.

12. In FY 2025, MACORTS used the above referenced awarded funds to complete and adopt the 2050 Metropolitan Transportation Plan in September, 2024.

FACTS & ISSUES:

1. ACCGov receives federal funds for the Planning Department to perform transportation planning activities for the MACORTS area, as outlined in the MACORTS Unified Planning Work Program (UPWP). This includes funding to offset the salary cost of the transportation planners (80%) and a portion of the Department Director position (15%). The UPWP serves as the 'application' which renews the Metropolitan Planning Organization (MPO) status of MACORTS. Receipt of the authorizing resolution (**Attachment #1**) by GDOT effectively renews the PL Grant for the upcoming fiscal year. The ACCGov Planning Department provides primary staff support for these metropolitan transportation planning efforts.

2. Since FY 2011, GDOT has not provided a state match for the federal transportation planning funds. This grant requires a 20% local match.

3. The estimated FY 2027 local match funding amounts shown in this agenda report are based on an agreement (History #6) whereby each of the three active member counties of MACORTS will provide a portion of the required local match. ACCGov will provide 65% of the required local match (13% of total grant amount) and Oconee and Madison Counties will each provide 17.5% of the required local match (3.5% each of total grant amount). This applies to both the PL contract and any unfunded project contracts, if awarded.

4. It is estimated that the FY 2027 federal award amount for the PL Grant will be approximately $290,000.

5. It is anticipated that ACCGov will provide an amount not to exceed $37,700 in local funding (13% of the total grant amount) to partially fund MACORTS' transportation planning costs during FY 2027. An additional $20,300 in local match is to be provided by the other MACORTS member counties (Oconee and Madison).

6. The Transportation Planning (PL) Grant local match amount is approved each year as part of the ACCGov budgeting process. ACCGov's estimated FY 2027 PL Grant local match amount ($37,700) will be included in the Planning Department's proposed FY 2027 budget as an ongoing grant program. Therefore, a future budget amendment to the FY 2027 budget is not anticipated.

7. In the last five years, MACORTS' total budget expenditures have varied from approximately $162,000 to $186,000. Since the grant is administered through a reimbursement program, only funds expended over the life of the grant must be matched.

8. This recommendation is consistent with the Mayor and Commission FY26-28 Strategic Plan: Goals and Strategies:
    - Safely Move Around Athens Goal, Strategy A: *Expand multi-modal Transit access to reduce auto dependency and provide greater mobility for Athens residents.*
    - Safely Move Around Athens Goal, Strategy B: *Enhance safety for all modes of transportation.*
    - Built and Natural Infrastructure Goal, Strategy A: *Adequately plan infrastructure to support our community in the future.*
    - Built and Natural Infrastructure Goal, Strategy B: *Follow through on the commitment to 100% Clean and Renewable Energy resolution.*

OPTIONS:

1. The Mayor and Commission:
    a. Adopt a resolution (**Attachment #1**) authorizing the application for and acceptance of the Federal Planning (PL) contract amount associated with the annual Metropolitan Transportation Planning Grant for FY 2027 (July 1, 2026 - June 30, 2027); and,

b. Authorize the Mayor and appropriate staff to execute the resulting contract between the Unified Government of Athens-Clarke County (ACCGov) and the Georgia Department of Transportation (GDOT).

2. The Mayor and Commission decline to authorize actions necessary to apply for and accept the subject grant.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT:
Prepared by: Robert Walker



Bruce Lonnee, Director — Date: November 18, 2025

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Bob Cowell, Manager — Date: December 10, 2025

ATTACHMENTS:
Attachment 1 - Authorizing Resolution for FY27 Metropolitan Transportation Planning Grant and Contract

ATTACHMENT 1

AUTHORIZING RESOLUTION

Resolution authorized the execution of contracts between the Department of Transportation, United States of America, the Georgia Department of Transportation, and the Unified Government of Athens-Clarke County, for a grant under the title 49 U.S.C., Section 5303, for FY 2027 (July 1, 2026 - June 30, 2027)

WHEREAS, the Secretary of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for mass transportation projects;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local project costs; and

WHEREAS, it is required by the U.S. Department of Transportation and the Georgia Department in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that minority Business Enterprise, Disadvantaged Business Enterprise and Women Business Enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, the Federal government and the State of Georgia will provide at least $98,919 of the funding for the Transit Planning (Section 5303) contract expenses incurred by the Unified Government subject to a maximum local match of $24,730.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Commission of the Unified Government of Athens-Clarke County:

That the Mayor is authorized to execute and file an application on behalf of the Unified Government of Athens-Clarke County with the Georgia Department of Transportation to aid in the financing of a technical study grant pursuant to Section 5303 of the Federal Transit Act to implement specific items of the FY 2027 Madison Athens-Clarke Oconee Regional Transportation Study (MACORTS) Unified Planning Work Program.

That the Mayor is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation and Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964;

That the Planning Director of Athens-Clarke County is authorized to furnish such additional information as the U.S. Department of Transportation and the Georgia Department of Transportation may require in connection with the application or the project;

That the Mayor is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise,) and WBE (Women Business Enterprise) policies and procedures in connection with the projects procurement needs.

That the Mayor and appropriate staff is authorized to apply for a grant, accept such grant, if awarded, and execute these grant agreements on behalf of the Unified Government of Athens-Clarke County with the Georgia Department of Transportation to aid in the financing of a technical study grant to implement specific items of the MACORTS Unified Planning Work Program.

That the Unified Government of Athens-Clarke government while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 8100.1D, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.

That the Unified Government of Athens-Clarke government has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

CERTIFICATE

The undersigned duly qualified Clerk of the Unified Government of Athens-Clarke County certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Unified Government of Athens-Clarke County Mayor & Commission held on January 6, 2026.

Adopted the _____ day of

_____, 20__

_____
Clerk of Commission

Approved the _____ day of

_____, 20__

_____
Mayor

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Application and Acceptance of the Annual Transit Planning Assistance Grant for FY 2027 (July 1, 2026 - June 30, 2027)

DATE: November 18, 2025

EXECUTIVE SUMMARY:
This is an annual renewal of transit planning grant funding to support Athens-Clarke County Transit system activity.

BUDGET INFORMATION:

REVENUES:	$ 98,919	Estimated Maximum Federal Share (80%)
	$ 24,730	Estimated Maximum Local Share (20%)
	$ 123,649	**TOTAL**

EXPENSES:
ANNUAL: $123,649 Maximum Total Grant Amount
CAPITAL:
OTHER:

FUNDING SOURCE: General Fund FY 2027 Planning Department Budget

COMMISSION ACTION REQUESTED ON: January 6, 2026

PURPOSE:
To request that the Mayor and Commission:

a) Adopt a Resolution (**Attachment #1**) authorizing the submission of an application for and the acceptance of the annual Transit Planning Assistance Grant (Title 49 USC Section 5303) for FY 2027 (July 1, 2026 - June 30, 2027) if awarded, in the estimated maximum amount of $123,649 in federal funding; and

b) Authorize the Mayor and appropriate staff to execute the resulting contract between the Unified Government of Athens-Clarke County (ACCGov) and the Georgia Department of Transportation (GDOT).

HISTORY:
1. In August 1973, as part of the Federal Aid Highway Act of 1973, Congress authorized the Title 49 USC Section 5303 program to provide financial assistance to Metropolitan Planning Organizations (MPOs) for transit planning studies and activities in urban areas. This continues to be the primary source of federal assistance to help urban areas plan, develop, and improve comprehensive public transportation systems.

2. On October 6, 2024, the Mayor and Commission approved the FY 2026 Section 5303 Transit Planning Assistance Grant in the amount of $115,000 (Federal: $92,000; State: $11,500; Local: $11,500). This amount was included in the Planning Department's FY 2026 operating budget.

FACTS & ISSUES:

1. ACCGov receives federal and state funds (when available) to perform transit planning activities with the Athens-Clarke County Transit Department (ACCTD). This includes funding the salary offset of the Transit Planning staff, whose duties include, but are not limited to, grant reporting and administration, federal and state system performance reporting for the ACCTD, preparing the transit section of the Transportation Improvement Program, and other transit planning activities. The Madison Athens-Clarke Oconee Regional Transportation Study (MACORTS) staff administers the Section 5303 Transit Planning Assistance Grant.

2. Exact funding amount for the Section 5303 Transit Planning Assistance Grant is not typically known until after GDOT has reviewed the applications statewide; therefore, the total maximum amount of the federal grant shown in the "Budget" section of this agenda report has been estimated. It is anticipated that the actual grant amount will be slightly less than the amount shown.

3. It is uncertain at this time whether the customary State match of 10% will be available for FY2026. Therefore, this agenda item does not include any matching state funds. If no state matching funds are available, the maximum local match will be 20% of the FY 2026 MACORTS Transit Planning cost or approximately $19,783 as outlined above in the "Budget" section.

4. The Section 5303 Transit Planning Assistance Grant is included annually in the budgeting process as an ongoing grant program. The total funding anticipated for transit planning studies and activities in FY 2027 is estimated not to exceed **$123,649.** ACCGov's 20% share of transit planning costs during FY 2027 is estimated not to exceed **$24,730.** This funding will be proposed in the Planning Department's requested FY 2027 Operating Budget.

5. The grant funding will pay for transit planning-related expenses as identified in the MACORTS Unified Planning Work Program (UPWP), which was adopted by the MACORTS Policy Committee in Spring 2025.

6. This recommendation is consistent with the Mayor and Commission FY26-28 Strategic Plan: Goals and Strategies:
    - Safely Move Around Athens Goal, Strategy A: *Expand multi-modal Transit access to reduce auto dependency and provide greater mobility for Athens residents.*
    - Safely Move Around Athens Goal, Strategy B: *Enhance safety for all modes of transportation.*
    - Built and Natural Infrastructure Goal, Strategy A: *Adequately plan infrastructure to support our community in the future.*
    - Built and Natural Infrastructure Goal, Strategy B: *Follow through on the commitment to 100% Clean and Renewable Energy resolution.*

OPTIONS:

1. Mayor and Commission:

   a. Adopt a Resolution (**Attachment #1**) authorizing the submission of an application for and the acceptance of the annual Transit Planning Assistance Grant (Title 49 USC Section 5303) for FY 2027 (July 1, 2026 - June 30, 2027), if awarded, in the estimated maximum amount of $98,919 in federal funding; and

   b. Authorize the Mayor and appropriate staff to execute the resulting contract between the Unified Government of Athens-Clarke County (ACCGov) and the Georgia Department of Transportation (GDOT).

2. Mayor and Commission decline to authorize actions necessary to apply for and accept the subject grant.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Planning Department
Prepared by: Robert Walker



Bruce Lonnee, Director — November 18, 2025 Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Bob Cowell, Manager — December 10, 2025 Date:

ATTACHMENTS:

Attachment 1 - Authorizing Resolution for Application and Acceptance of the Annual Transit Planning Assistance Grant for FY 2027 (July 1, 2026 - June 30, 2027)

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Freeman Drive Sewer Force Main Replacement

DATE: November 19, 2025

EXECUTIVE SUMMARY:

This agenda report requests Mayor and Commission award a contract for replacing the failed existing sewer force main in Freeman Drive that was constructed for the People of Hope development. The existing force main has failed and is unserviceable. This project proposes to replace the line with a new force main.

BUDGET INFORMATION:

CAPITAL REVENUE: $48,724,374 Evaluate & Rehab Sewer Lines

CAPITAL EXPENSES: $19,086,412 Replace & Upgrade Designated Projects
$28,906,814 Expenditures & Encumbrances
$731,148 Freeman Drive sewer force main replacement

FUNDING SOURCE: Water & Sewer Enterprise Fund

COMMISSION ACTION REQUESTED ON: January 6, 2026

PURPOSE:

To request the Mayor and Commission:

a. Authorize an appropriation of $731,148 for the Freeman Drive Sewer Force Main Replacement project;

b. Award a unit price construction contract to RDJE, Inc., Inc. for $603,980;

c. Award a project management/resident inspection contract to Hazen and Sawyer PC for the provision of professional services during construction in the amount of $60,700;

d. Authorize the Manager (or the Manager's designee) to approve additive project change orders that do not collectively exceed the overall appropriation of $731,148, or any deductive change orders; and

e. Authorize the Mayor and appropriate staff to sign all documents related to the contracts.

HISTORY:

1. On July 1, 1978, the City of Athens adopted a Sewer Use Ordinance regulating connections to the public sanitary sewer system.

2. On October 3, 1995, the Mayor and Commission (M&C) enacted new provisions to the Sewer Use Ordinance, which requires any and all connections to the public sanitary sewer system by means of any force main from a pumped facility or apparatus be approved by the M&C. Single-family residences and duplexes containing two-family units were exempt.

3. On June 1, 2004, the M&C approved the Financial Element, the final element of the Public Utilities Department's 2004 Service Delivery Plan (SDP). The SDP included Project No. 7-102 "Sandy Creek/Freeman Drive Interceptors" to install gravity sewer in the Sandy Creek drainage basin and serve Freeman Drive.

4. On October 5, 2004, M&C authorized the People of Hope, Inc. (POH) development at 225 Freeman Drive to connect to the ACC Public Sanitary Sewer System by means of a pump station and force main. This approval was based on the pump station being "an interim facility until such time that a gravity sewer main (Service Delivery Plan Project No. 7-102, entitled "Sandy Creek/Freeman Drive Interceptors") is installed in the basin serving this property".

5. On April 6, 2010, M&C approved the 2010 SDP, which removed the Sandy Creek Interceptor Sewer Project at the direction of M&C.

6. On April 30, 2010, construction began on the approximately 2,000-foot-long Freeman Drive sewer force main for POH. Construction of the force main was completed later that year, while the pump station and site development still remain incomplete.

7. On May 4, 2021, M&C approved the Hope 139 House planned development at 225 Freeman Drive. The Public Utilities Department (PUD) noted at that time that the force main was completed, but the developer would need to construct the pump station and site gravity sewer at their own expense.

8. On April 26, 2024, Hope 139 House began construction at 225 Freeman Drive. This work included finishing construction of the pump station.

9. On August 25, 2025, PUD pressure tested the existing force main in anticipation of the pump station coming online. The force main repeatedly broke during the pressure testing, and it was determined that the main would need to be replaced before the pump station can discharge through it.

10. On December 5, 2025, unit price bids were received from PUD's on-call contractors, RDJE Inc. and Site Engineering Inc., to replace the force main in Freeman Drive.

FACTS & ISSUES:

1. The Hope 139 House development at 225 Freeman Drive is located in the Sandy Creek drainage basin. PUD does not currently serve this basin with gravity sewer.

2. Extending gravity sewer to 225 Freeman Drive would require significant engineering design effort and capital investment. Because PUD had planned to make these investments in order to serve this area of the Sandy Creek drainage basin, sewer service to the POH development was evaluated based on the nearest PUD sewer manhole, which is located in Sunny Hills Drive.

3. Due to the topography of the property, the elevation of 225 Freeman Drive sits below the invert elevation of the tie-in manhole at Sunny Hills Drive; therefore, replacing the existing force main with a gravity outfall is not possible. The force main is needed to serve this development.

4. The existing force main is unserviceable. The line has broken in multiple locations throughout the force main. Full replacement of the line is needed in order to serve the development at 225 Freeman Drive.

5. The replacement force main follows a similar alignment to the existing line (**Attachment #1**). The force main is located entirely withing ACC right-of-way. No additional easements are anticipated for this project. Construction plans are available for review in the PUD Administration Office located at 124 E Hancock Avenue.

6. The Hope 139 House project is currently under construction. Time is of the essence to replace this line. Due to the urgent nature of this replacement project, PUD intends to use its on-call contractors to construct the replacement force main. To maintain competitiveness, both on-call contractors were asked to bid on this project. A tabulation of bids follows:

RDJE, Inc.	$603,980
Site Engineering, inc.	$678,625

7. RDJE, Inc. is the apparent low bidder.

8. The project budget is $731,148. This includes a 10% contingency amount of $66,468.

9. Anticipated Project Schedule:

M&C Approval of Contract Award:	January 2026
Project Start:	January 2026
Project Completion:	April 2026

10. This recommendation supports the following Mayor & Commission Strategic Goal & Strategy:

a. Built and Natural Infrastructure Goal 6, Strategy B: *Ensure equitable access to infrastructure to enhance safety and identity*

OPTIONS:

1. Mayor and Commission:

   a. Authorize an appropriation of $731,148 for the Freeman Drive Sewer Force Main Replacement project;

   b. Award a unit price construction contract to RDJE, Inc., Inc. for $603,980;

   c. Award a project management/resident inspection contract to Hazen and Sawyer PC for the provision of professional services during construction in the amount of $60,700;

   d. Authorize the Manager (or the Manager's designee) to approve additive project change orders that do not collectively exceed the overall appropriation of $731,148, or any deductive change orders; and

   e. Authorize the Mayor and appropriate staff to sign all documents related to the contracts.

2. Mayor and Commission deny the request.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option 1 a, b, c, d and e

DEPARTMENT: Public Utilities Department
Prepared by: Hollis Terry IV

Hollis Terry IV

November 19, 2025
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, c, d, & e

December 10, 2025

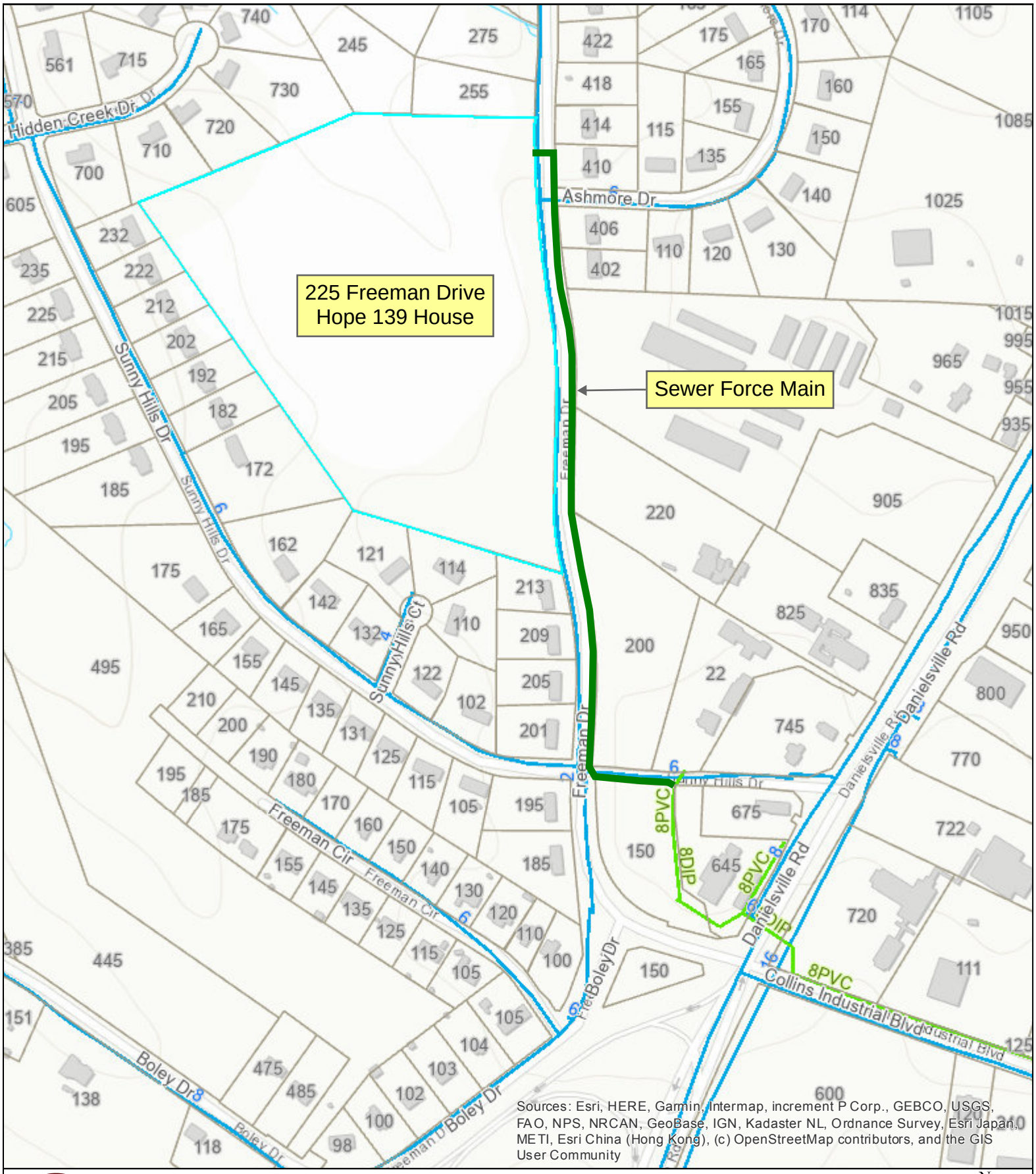
Bob Cowell, Manager Date:

ATTACHMENTS:

Attachment #1 - Map

Freeman Drive Force Main Replacement

Attachment #1



Athens-Clarke County Public Utilities

Freeman Drive Force Main Replacement

All line sizes and locations are approximations and should be field verified for design purposes.

Printed : 11/19/2025

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Transit Service Comprehensive Planning

DATE: October 28, 2025

EXECUTIVE SUMMARY:

This agenda seeks approval to utilize TSPLOST 2023 Project 19 funds to engage with the on-call transportation planning firm RS&H to produce a Transit Comprehensive Plan. The study will include fare collection, transit service, and route optimization, as well as facility utilization, as indicated in the FY 2025 Transit Department Periodic Audit findings.

BUDGET INFORMATION:

REVENUES:	$ 924,293	2023 TSPLOST – Project # 19 ACCGov Transit Operations
EXPENSES:		
ANNUAL:		
CAPITAL:		
OTHER:	$ 540,293	FY 2026 Transit Comprehensive Plan
	$ 300,000	Facilities Master Plan and Design
	$ 84,000	Project Contingency (10%)
	$ 924,293	**Project Total**
FUNDING SOURCE:	$924,293	2023 TSPLOST – Project # 19 ACCGov Transit Operations

COMMISSION ACTION REQUESTED ON: January 6, 2026

PURPOSE:

To request Mayor and Commission:

a. Approve to allocate up to $924,293 in TSPLOST 2023 Project #19 funds to engage consultants and engineers in the services needed to support comprehensive planning for the Transit Department;
b. Authorize an award of $540,293 to on-call vendor RS&H to conduct the routing and fiscal analyses, as outlined in the task work order (**Attachment #1**);
c. Authorize the Manager to approve up to $84,000 in additive change orders as needed to support the comprehensive planning efforts; and,
d. Authorize the Mayor and relevant staff to execute all related contracts and documents.

HISTORY:

1. In March of 2020, the Mayor and Commission (M&C) issued an emergency authorization in response to the COVID-19 pandemic, which mandated the Unified Government of Athens-Clarke County (ACCGov) Transit Department operate zero-fare. The decision was reaffirmed at the January 6, 2021, Mayor and Commission Regular Session meeting.

2. On February 11, 2021, ACCGov Transit published the "On-Call Transportation and Transit Planning Consultant" RFP to provide transportation planning consultation for the ACCGov Transit Department.

3. On September 7, 2021, the M&C approved the award of RFP# 01031 for "On-Call Transportation and Transit Planning Consultant" to RS&H.

4. On June 15, 2021, the M&C approved Transit to permanently offer zero-fare transit services, which included the complementary ADA Lift Paratransit system.

5. On October 4, 2022, the M&C approved the purchase of 91 acres located at 200 and 280 Olympic Way for future use as an operational hub to support Transit, Water and Sewer, and Meter Management.

6. On November 8, 2022, ACC residents approved the 2023 Transportation Special Local Option Sales Tax (TSPLOST) referendum, which included Project 19: ACCGov Public Transit operations. TSPLOST Project 19 provides the Transit Department with $27,905,000 over a five-year period, approximately $5.6 Million annually.

7. On May 7, 2024, the M&C approved a comprehensive space study for ACCGov facilities.

8. On June 4, 2024, the M&C approved the FY25 Athens-Clarke County/University of Georgia Transportation Agreement, which identified how the ACCGov and UGA Transit operations would coordinate activities for FY25 and FY26.

9. On May 6, 2025, the M&C accepted the 2025-2029 Transit Development Plan (TDP), which is a short-range planning document designed to address community transportation needs. The 2025-2029 TDP top recommendations were:

10. On August 5, 2025, the M&C accepted the Transit Department FY25 Periodic Audit by the Operational Analysis Office.

FACTS & ISSUES:

1. The Transit Development Plan (History #9) has a number of key strategies that are needed to enhance and expand transit service in the community. These include:
   a. Improve fixed-route service frequency;
   b. Eliminate duplicative services between ACCGov Transit and UGA Campus Transit; and
   c. Expand areas served by public transportation through the implementation of micro-transit options.

2. The Periodic Audit of the Transit Department generated six findings. These include:
   a. Publicly available information is unclear and in need of attention;
   b. Employee compensation does not align with job requirements;

c. Specific administration inefficiencies, and a lack of accurate data and information, impact service delivery;
d. The size, location, condition and security of current facilities have not been prioritized, particularly to meet future needs;
e. Transit Department does not have sufficient clarity regarding its role within ACCGov and the community, or its financial future, to pursue focused strategies and achieve long-term goals; and
f. Optimize service delivery with existing partners.

3. To address some of the strategies and findings listed above, the Transit Department needs to engage in the completion of:
    a. An analysis of how to optimize transit routes, service types, and integration with UGA Transit;
    b. A fare analysis to determine the financial and operational impacts of reinstating transit fares;
    c. A financial sustainability analysis that provides a 5–10-year plan for the projected sources and uses of fiscal resources;
    d. A fleet lifecycle plan that identifies the types of vehicles to be used, the year their replacement is due, and their projected cost; and
    e. A transit facilities master plan that identifies and completes schematic design for future improvements on the Olympic Way property.

    If approved, the Transit Comprehensive plan will accomplish the above objectives outlined above.

4. ACCGov Transit does not have a financial plan approved by Athens-Clarke County M&C to sustain the Transit Department. For FY26, 41% ($3,584,444) of program funds come from federal sources and 59% ($5,156,000) come from TSPLOST 2023. If the availability of either of these funding sources changes significantly, the M&C will have to reduce services, implement fares, restore financial support from the University of Georgia, and/or restore General Fund support. The scope of work from RS&H includes a financial sustainability analysis that provides a 5–10-year plan for the projected sources and uses of fiscal resources.

5. Similarly, ACCGov Transit has not performed a fare analysis to determine the feasibility of restoring fare collection or the rate to charge for fixed-route and paratransit services. The FY25 ACCGov/UGA Transportation Agreement stipulates that ACCGov transit is to operate fare-free through the end of FY26 but does not include commitments beyond that. The scope of work from RS&H incudes a fare analysis that will analyze the financial and operational impacts of reinstating transit fares.

6. ACCGov Transit completed the 2025-2029 Transit Development Plan, which highlighted the need for a comprehensive review of existing fixed routes and the restructuring of fixed routes to improve the efficiency of the passenger travel. Furthermore, the FY25 ACCGov/UGA Transportation Agreement requires both ACCGov and UGA Campus Transit to review fixed-

routes of both transit networks to identify duplicative service. The scope of work from RS&H includes an analysis of how to optimize transit routes, service types, and integration with UGA Transit.

7. Periodic Audit Finding 4 notes the ACCGov Transit Department must review the utilization of facilities to evaluate the size, location, condition and security of current facilities have not been prioritized, particularly to meet future needs and growth of the ACCGov Transit network. The space needs for Transit employees are being assessed as a part of the ongoing ACCGov Space Allocation Study. The more specific needs for Transit Department operations as it relates to items like maintenance space, fuel infrastructure, and vehicle storage are best addressed as a part of the plan to jointly develop the Olympic Way properties for use by the Transit and Public Utilities Departments. This agenda report recommends the use of up to $300,000 in TSPLOST 2023 funds to begin this work using a design firm to be jointly selected by the Transit and Public Utilities Departments.

8. Periodic Audit Finding 4 notes the ACCGov Transit Department must prepare a cost/benefit analysis regarding hybrid and fully electric vehicles to present to the M&C so that they can take action to proceed with the most cost-effective and sustainable fleet for future needs. The Transit and Sustainability Departments are already collaborating on this analysis and anticipate that a summary report on vehicle replacement will be available by the end of this fiscal year.

9. As these items are completed, they will be returned to the M&C for determination as to if and how they should be integrated into ACCGov Transit operations. The estimated timeframe for each item is as follows:
    a. Route Analysis – FY27
    b. Fare Analysis – FY27
    c. Fiscal Sustainability Plan – FY27
    d. Fleet Lifecyle Plan – FY26
    e. Transit Facilities Master Plan – FY28

10. Approval of this item supports the following FY26-28 ACCGov Strategic Plan Goal and Strategy:
    a. Goal 5, Strategy A: *Expand multi-modal Transit access to reduce auto dependency and provide greater mobility for Athens residents.*

OPTIONS:

1. Mayor and Commission:
    a. Approve an allocation of up to $924,293 in TSPLOST 2023 Project #19 funds to engage consultants and engineers in the services needed to support comprehensive planning for the Transit Department;
    b. Authorize an award of $540,293 to on-call vendor RS&H to conduct the routing and fiscal analyses, as outlines in the task work order (**Attachment #1**);

c. Authorize the Manager to approve up to $84,000 in additive change orders as needed to support the comprehensive planning efforts; and,
d. Approve the Mayor and relevant staff to execute all related contracts and documents.

2. Mayor and Commission do not approve activities and expenses for a Transit Comprehensive Plan.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option 1 a, b, c, & d

DEPARTMENT: Transit
Prepared by: Victor Pope



Victor Pope, Transit Director — October 28, 2025 Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, c, & d



Bob Cowell, Manager — December 10, 2025 Date

ATTACHMENTS:
Attachment #1 – Task Work Order from RS&H for Comprehensive Planning Services

RS&H Project No. 1021-4254-009
Short Title: ACCT Fare Policy

WORK ORDER

Work Order No. 009
Date: _____

RS&H, INC., a Florida corporation (the "CONSULTANT") agrees to perform and complete the following work (hereinafter "Work") for the **Athens-Clarke County Unified Government**, a body politic and corporate and political subdivision of the State of Georgia through the Athens-Clarke County Transit Department with its principal place of business located at Athens-Clarke County City Hall, 301 College Avenue, Athens, Georgia 30601 (the "CLIENT"), in accordance with the terms and conditions of the Agreement for Professional Services dated January 25, 2022, all of which terms and conditions are incorporated herein by reference:

Project Location: Athens-Clarke County, Georgia

Project Description/Scope of Services: Regional Efficiency Analysis and Network Redesign

The Athens-Clarke County Transit (ACCT) bus network has remained largely consistent in its structural design and service patterns over several decades, despite significant demographic, economic, and land use changes within the region. ACCT has recently implemented fare free service, and UGA Transit has expanded their role as a regional provider offering fare free service to the general public. Given these changing service characteristics, local, state, and federal funding streams previously dedicated only to ACCT have become important topics of discussion and negotiation. The Unified Government of Athens-Clarke County and University of Georgia entered into a memorandum of understanding that commits to a collaborative review of transit service with the goal of optimizing the use of resources across both systems. Given this opportunity to find efficiencies among the two providers, there is also an opportunity to review and reconsider the entire ACCT network, transit supportive infrastructure, and fare revenue policies to determine how to align the service ACCT is providing to the current needs and values of the region.

The following scope of work will provide an opportunity for ACCT to work closely with riders, the community, the Athens-Clarke County Commission, UGA, and others to design a network collaboratively and thoughtfully to balance the needs and desires of the region with the resources that ACCT has.

Task 1: Project Management

Within 10-days following the Notice to Proceed, the CONSULTANT will schedule and facilitate a project kick-off meeting with the CLIENT to discuss the project milestones, approach, and deadlines. The CONSULTANT will prepare a Project Management Plan (PMP) incorporating information gathered during the project kick-off meeting. The PMP will include critical information about procedures, administration, communication, schedule, and graphics standards. The CONSULTANT will perform project oversight and management activities including invoicing, status report development, and general administrative activities. As part of managing the project, bi-weekly coordination calls will be held with the CONSULTANT and the CLIENT designees. Three (3) in-person coordination meetings with the CLIENT and staff from partner agencies will be held at key review milestones.

Activities and Deliverables

- Draft and final Project Management Plan
- Kick-off meeting agendas, notes, action items

- Bi-Weekly status meetings and agendas, notes, action items
- Three (3) coordination meetings and agendas, notes, action items
- Documentation for meetings including agenda and summary
- Quarterly invoices with supporting status reports

Task 2: Public and Stakeholder Engagement

Public Engagement Plan (PEP)

The first step in Task 2 will be the development of a Public Engagement Plan which will provide a detailed guide for the overall effort of outreach to all groups named under this task. The CONSULTANT will develop the PEP within the framework of the Athens-Clarke County Unified Government and Athens-Clarke County Transit protocols. The PEP will detail techniques that will be utilized to meet the overall goals of the public participation process and how outcomes will be measured. The PEP will also be consistent and compliant with the ACCUG Title VI Plan and will be compliant with all federal and state regulations at the time of the issuance of the NTP.

Project Brand

In parallel with the development of the PEP plan the CONSULTANT will develop project-specific messaging and visual branding that follows CLIENT design standards. The CONSULTANT will prepare draft and final templates for Microsoft PowerPoint, Microsoft Word, InDesign, and GIS Basemaps. The approved branding and messaging will be applied consistently throughout the project for any collateral specified in the public engagement plan such as e-mail, social media, press releases, and transit advertisements.

Project Website

The CONSULTANT will work with the CLIENT to develop a project webpage where community members, the media, and stakeholders can share ideas, provide feedback and stay up to date on the project. The CONSULTANT will provide a webpage outline, design, and content consistent with the approved project brand standards, at intervals identified in the PEP. The webpage content will follow 508 regulations and civil rights accommodations for accessibility.

Stakeholder Advisory Committee

A Stakeholder Advisory Committee (SAC) will provide a forum for key community leaders to be active in guiding the Network Redesign. This committee will consist of recognized leaders in existing organizations or communities, representing a wide diversity of positions and interests. During development of the Public Engagement Plan, the CONSULTANT will work with the CLIENT to develop a diverse Stakeholders Advisory Committee contact list including, but not limited to, representatives from major employers, colleges and universities, social service organizations, transportation/transit users, protected and traditionally under-served populations, and other key groups throughout Athens-Clarke County. Over the course of the project, the CONSULTANT will schedule and host three (3) in-person half-day Stakeholder Advisory Committee workshops.

The CONSULTANT will also develop a list of Key Stakeholders that will be engaged individually or in small groups. Three (3) Key Stakeholder meetings will be held at intervals defined in the PEP.

Public Engagement

Phase 1 of public engagement will occur between the development of initial conceptual alternatives and an initial draft of the plan. This phase of public engagement will focus on gathering input on needs, priorities and preferences using the previously developed Concepts Report as a starting point. Phase 2 of public engagement will occur between publication of draft and final plan and will focus on presenting to the public, stakeholders, and decision-makers how public input shaped the Draft Plan and gathering feedback on the recommendations.

The CONSULTANT will host four (4) in-person community engagement sessions including two (2) in Phase 1 and two (2) in Phase 2 of the public engagement process. The CONSULTANT will also host six (6) pop-up style engagement sessions with three (3) in Phase 1 and three (3) in Phase 2. The PEP will detail the specific public engagement strategies and supporting collateral that will be used for these sessions such as project fact sheets, participant sign-in sheets, maps and exhibits, etc. The CONSULTANT will develop two (2) surveys that will be administered both online and on paper and will prepare two (2) rounds of content for the public website and social media to promote the surveys and engagement opportunities.

Project Briefings

The CONSULTANT will lead up to two (2) presentations / project briefings with ACCgov Commission at important milestones in the project timeline.

Activities and Deliverables

- Draft and final Public Engagement Plan (PEP)
- Draft and final project branding templates
- Public webpage content
- SAC membership list
- SAC workshop invitations, meeting materials, and documentation
- Key Stakeholder meetings agendas, meeting materials, and documentation- three (3)
- Social media post schedule and content - two (2) rounds
- Public surveys - two (2)
- In-person community engagement session materials and documentation - four (4)
- Pop-up community engagement session materials and documentation – six (6)
- Briefings to the ACCgov Commission - two (2)
- Public and stakeholder engagement results technical memo

Task 3: Existing Conditions

Data Collection and Review

The CONSULTANT will work collaboratively with the CLIENT to identify relevant existing plans and conduct a review and summary of the pertinent portions of each to understand the context for the Network Redesign plan and identify gaps or deficiencies. The CONSULTANT will prepare a data needs log and coordinate with the CLIENT to gather the necessary data from within the transit agency and vendors.

In addition to traditional data sources, the CONSULTANT will analyze trip data from cell phones and other location devices provided through the Replica platform to evaluate travel patterns, transit propensity and markets for transit within the study area.

The CONSULTANT will conduct a field review of the service area during project initiation. During that field observation and subsequent desktop review, the CONSULTANT will prepare a qualitative inventory of various aspects of the service area such as major traffic generators, route-specific characteristics, street network characteristics, major barriers and challenges, and other critical features affecting ACCT service.

Evaluation of Existing System

The CONSULTANT will utilize the data collected to map and evaluate the existing ACCT system. This assessment will include individual route profiles developed in a data viewer system, analysis of route productivity, on-time performance, frequency, span of service, and other characteristics. This analysis will also assess system-wide performance measures including ridership and productivity, cost, and other factors. These factors will be compared to four (4) peer systems using factors like the level of investment in service per capita, costs per revenue hour, productivity, and ridership per capita. The assessment will also include route level ridership and productivity within the context of land use and other factors that may influence the ability of a route to achieve its goals.

Mobility Hub Assessment

The Existing Conditions Analysis will include the evaluation of existing, programmed, and planned Mobility Hubs within the study area. The CONSULTANT will analyze these hubs through the context of traffic and trip generators, existing and planned network characteristics, and other information gathered during field review and existing system evaluation. The CONSULTANT will also analyze aspects of the existing, programmed, and planned mobility hubs such as capacity for existing and planned services, economic and community impacts, equity and accessibility, performance metrics, and future readiness.

Markets and Needs Analysis

The CONSULTANT will conduct a robust market analysis to assess the existing transit market and potential future market scenarios. The CONSULTANT will inventory and map data sources including transit surveys from past plans, demographic and behavioral data from the US Census American Community Survey, and Replica travel pattern data. Mapping will also include potential for transit ridership using available data for walkability of the street network / connectivity, safety (based on the high-injury network), sidewalk access, and other active transportation factors. The spatial elements of this analysis will be displayed in a web map viewer that will be accessible to the CLIENT throughout the study.

The CONSULTANT will assess future transit potential by reviewing planned and projected growth and identifying latent demand via the key factors promoting ridership (density, walkability, linearity, and proximity) as well as population demographics and employment patterns, such as industry and wage levels. The CONSULTANT will quantify, to the extent possible, each of these factors based on existing and forecasted demographic data, existing transportation systems data, and planning studies. These factors will be used to assess demand and need in the short- and long-term and for different markets, like regional trips into and out of the study area, and smaller area trips, such as into and within the UGA campus.

As part of the assessment the CONSULTANT will also review the existing network performance and the latent demand for transit in various markets. The assessment will include identification of potential for

implementation of different service types, including on-demand or deviated fixed route services among others.

Choices Report

The CONSULTANT will synthesize the Task 3 materials into a Choices Report.

Activities and Deliverables

- Data needs log
- Data viewer of demographic and transit system information
- Field review inventory data
- Peer review- four (4) systems
- Mobility hubs assessment
- Draft Choices Report
    - Market and Needs Analysis

Task 4: Conceptual Alternatives

Network Concepts Development

Building off the work of the Choices Report and input from the Stakeholder Advisory Committee, the CONSULTANT will develop options for review through a Concepts process that helps frame key choices clearly for elected officials, stakeholders, and the community. Two (2) budget-neutral contrasting concepts will be developed during this stage. These concepts will be used as exhibits during Phase 1 of engagement.

The CONSULTANT will draft the Network Design in collaboration with the CLIENT through intensive Network Design Retreats. The retreats will be attended by CLIENT planning staff familiar with administration, operations, and scheduling, land use and planning staff at local partner agencies, and staff representatives of UGA Transit, at a minimum. Two (2) in-person Network Design Retreats will be hosted by the CONSULTANT to develop the network design concepts, one (1) virtual retreat to review the Draft Plan, and one (1) virtual retreat to review the Final Plan. Following the Network Design Retreats, draft design assumptions will be refined iteratively through virtual meetings with the CLIENT.

Mobility Hub Concepts

Mobility Hubs will play a crucial role in the development of network concepts. As such, particular attention will be given to these hubs during this phase of the project. The CONSULTANT will conduct a cost-benefit analysis on the existing location of the Multimodal Transit Center (MMTC) that will incorporate the concepts that are advanced as part of the Network Concepts Development. This will include a planning level cost estimate of relocating the central hub and a preliminary analysis of up to three (3) alternative sites. The analysis will also review the mobility hub sites identified in the 2022 ACCT Decentralized Transfer Facilities study to ensure they remain relevant when compared to the Network Concepts.

Concepts Report

The Concepts will be documented by the CONSULTANT in a detailed report called the Concepts Report. The Concepts Report will include detailed mapping of each element of the plan, route-level cost estimation, and an analysis of population and jobs coverage and changes to coverage.

The access and freedom analysis, proximity analysis, maps of the concepts and other materials will be compiled into an additional chapter to be added to the Choices Report. The full and final Choices Report and related materials will form the basis for public and stakeholder engagement Phase 1 detailed in Task 2.

Activities and Deliverables

- In-person Network Design Retreat meeting materials and documentation – two (2)
- Virtual Network Design Retreat meeting materials and documentation – two (2)
- Network concept maps and charts
- Mobility Hubs cost-benefit analysis summary
- Up to three (3) Preliminary Alternative Site Analyses
- Draft and final Concepts Report

Task 5: Plan Documentation

Draft and Final Network Plan

Based on input from the public, stakeholders, and Commissioners in Phase 2, the CONSULTANT will lead the CLIENT through a virtual design workshop to revise and update the two recommended networks. Based on these updates, the CONSULTANT will develop final performance measures of the outcomes of each network including clearly defined Transit Service Classifications for fixed-route, deviated fixed-route, on-demand, express or commuter services, or other services.

Implementation Plan

The Final Plan will include key implementation recommendations with critical path steps to guide the implementation of a major network redesign. The CONSULTANT will prepare a list of capital needs based on best practices and cost parameters available from recent capital projects. Planning level cost estimates will also be prepared for various implementation needs, such as bus stop changes, schedule / Ride Guide brochure changes, driver training needs, customer service training, potential temporary staffing needs, etc. These costs will inform the 5–10-year plan described in the financial sustainability task.

Mobility Hub Recommendations Report

Following a cost-benefit analysis and development of preliminary site concepts in Task 4, the CONSULTANT will develop a recommendations report detailing the benefits and any anticipated advantages or disadvantages to relocation of the MMTC.

Draft and Final Report

After assessing markets and needs, defining the key trade-offs, evaluating mobility hub locations, and getting input from the public and stakeholders on priorities, the CONSULTANT will work with the CLIENT and key partners to develop recommendations. These recommendations will be developed in two phases: a Draft Plan for Phase 2 of Public and Stakeholder Engagement and a Final Plan.

The draft plan report will include a comprehensive service plan package that integrates the types of services, operational parameters, capital needs, network design and equity and access analyses. These materials will be used as collateral for Phase 2 of public and stakeholder engagement.

Following Phase 2 engagement, the CONSULTANT will compile all work from above items and tasks into a Final Plan Report and an Executive Summary. The Plan and Executive Summary will follow approved study branding standards and will integrate all materials developed in the study. All final deliverables will be in digital format.

Activities and Deliverables

- Draft and Final Plan Report
- Draft and Final Mobility Hubs Recommendations summary
- Draft and Final Complete Service Parameters for all recommendations
- Draft and final maps and charts of networks and recommended services
- Implementation Plan Recommendations

Task 6: Financial Sustainability Analysis

The objective of this task is to assist in the analysis, identification, and implementation of potential sources of revenue including, but not limited to local, state, and federal grants, local partnerships or intergovernmental agreements, and fare policy changes.

Goals and Evaluation Criteria

By defining goals, agencies can provide a framework for making more deliberate decisions about the way they define a fare policy. Through surveys, meetings, and workshops conducted as part of the Stakeholder and Public engagement task, the CONSULTANT will collect feedback on the financial goals of each group while also satisfying FTA Title VI requirements for any potential fare policy changes. Together with the vision, goals and objectives of key planning documents in the Athens area, these will be used to develop the goals that will guide the creation of an Athens-Clarke County Transit Financial Plan.

These goals will inform the creation of evaluation criteria that will be applied to the scenarios created under Task 5 to select a preferred course of action that will then inform the final recommendations of the plan. The CONSULTANT will prepare an Evaluation Criteria Matrix that will demonstrate the intersection of the goals and evaluation criteria.

Network Redesign Financial Implementation Plan

In addition to the Implementation Plan developed as part of the Network Redesign, the CONSULTANT will work with the CLIENT to develop a 5–10-year Financial Plan that will match the capital and operational needs with anticipated funding to establish thresholds needed to implement future improvements. The CONSULTANT will work with the CLIENT to identify revenue streams and funding strategies that best support the stated goals and objectives for ACCT.

By understanding how each fund source operates along with the conditions necessary to obtain funding commitments, the CONSULTANT will provide a funding plan that can function as a long-term blueprint as well as a short-term budget.

Development of Financial Scenarios

The CONSULTANT will work with the CLIENT to collect and review ACCT financial data in order to understand the existing financial status of the agency. A base year financial snapshot will be prepared and will consider the impact that free fares, grants, and other budget decisions have had on the agency. The CONSULTANT will also prepare future projections based on existing financial procedures at 5-, 10- and 20-year planning horizons in order to form the baseline scenario. The baseline scenario represents a financial forecast for the agency without intervention such as policy change or changes to other funding sources.

The CONSULTANT will then conduct a fare analysis for Athens-Clarke County Transit to determine the costs of implementing fares for the system, and the effect on change in demand for transit that implementation of fares may have. This will help to establish basic costs and benefits for establishment of fares. This analysis will include work done as part of the Network Redesign Financial Implementation Plan, particularly Federal and State grant processes and other strategies identified as necessary to generate funding for the transit department. The CONSULTANT will prepare up to three (3) future scenario funding projections for the department. Like the baseline scenarios, the future scenario projections will be expressed in 5-, 10-, and 20- year timeframes.

Financial and Fare Policy Recommendations and Documentation

Building on the data assessments and analyses, peer system evaluation, review of industry trends, and the input from stakeholders and staff, the CONSULTANT will prepare policy recommendations. These recommendations will include detailed justification write-ups for policy, organizational structure, technology and software, etc. The recommendations will address the most efficient way to implement recommended changes including financial elements, customer outreach, and organizational coordination considerations.

Following the completion of the plan, an annotated bibliography/summary of the plan and all project files will be transmitted electronically to the CLIENT.

Activities and Deliverables:

- Draft and final Financial Plan Goals summary
- Financial Policy Evaluation Criteria Matrix
- Existing conditions financial analysis
- Operating and capital 5-, 10-, and 20- year baseline scenario
- Table of fare price elasticity
- Operating and capital 5-, 10-, and 20-year future scenarios – three (3)
- Draft and final recommendations PowerPoint
- Draft and final Financial and Fare Policy report
- Executive briefing documentation
- File database and summary of files

Estimated Hours: 3,605

Estimated Cost: $ 540,293.00

Estimated Schedule: 24 Months from Notice to Proceed

CLIENT	**RS&H**
Athens-Clarke County Unified Government	RS&H, INC.
By:_____	By:_____
Print Name: _____	Print Name:_____
Title:_____	Title:_____

ACCT Task Work Order: Regional Efficiency Analysis and Network Redesign

DRAFT Cost Estimate

Tasks	Estimated Hours Required	JWA Hourly Rates					RS&H Hourly Rates					Wendel Loaded Rates					RS&H / JWA Combined Hourly Total	Combined Overhead	Combined Profit	Wendel Total	Total Estimated Cost
		Project Manager	Senior Planner	Project Planner	Planner / Engineer	Admin. / Graphics	Project Manager	Senior Planner	Project Planner	Planner / Engineer	Admin. / Graphics	Principal	Sr. Project Manager	Project Architect	Cost Estimator	Architectural Designer					
		$ 87.29	$ 60.21	$ 54.36	$ 40.31	$ 35.10	$ 83.93	$ 49.87	$ 47.79	$ 38.37	$ 35.00	$295.00	$210.00	$175.25	$148.51	$129.81					
Task 1: Project Management	365	66	0	16	42	26	80	50	20	5	20	12	16	0	0	12	$ 20,292	$ 34,366	$ 3,437	$ 8,458	$ 66,553
Task 2: Public and Stakeholder Engagement	806	108	8	16	116	264	60	100	20	80	30	0	0	4	0	0	$ 39,819	$ 66,910	$ 6,691	$ 701	$ 114,121
Task 3: Existing Conditions	505	36	12	20	90	206	16	45	20	60	0	0	0	0	0	0	$ 22,656	$ 37,929	$ 3,793	$ -	$ 64,378
Task 4: Conceptual Alternatives	1012	54	32	24	126	218	40	60	25	75	0	0	8	200	30	120	$ 31,098	$ 52,145	$ 5,215	$ 56,763	$ 145,220
Task 5: Plan Documentation	737	62	36	28	144	357	8	26	16	40	20	0	0	0	0	0	$ 32,404	$ 53,865	$ 5,386	$ -	$ 91,656
																	$ -	$ -	$ -	$ -	$ -
Task 6: Financial Sustainability Analysis	180	0	0	0	0	0	60	100	20	0	0	0	0	0	0	0	$ 10,979	$ 18,993	$ 1,899	$ -	$ 31,871
																	$ -	$ -	$ -	$ -	$ -
Hours Subtotal	3605	326	88	104	518	1071	264	381	121	260	70	12	24	204	30	132					
Cost Subtotal		$ 28,456.54	$ 5,298.48	$ 5,653.44	$ 20,880.58	$ 37,592.10	$ 22,157.52	$ 19,000.47	$ 5,782.59	$ 9,976.20	$ 2,450.00	$ 3,540.00	$ 5,040.00	$ 35,751.00	$ 4,455.30	$ 17,134.92					$ 513,798
Direct Expenses (Travel, Copies, etc.																					$ 26,495
																			TOTAL COST		$ 540,293

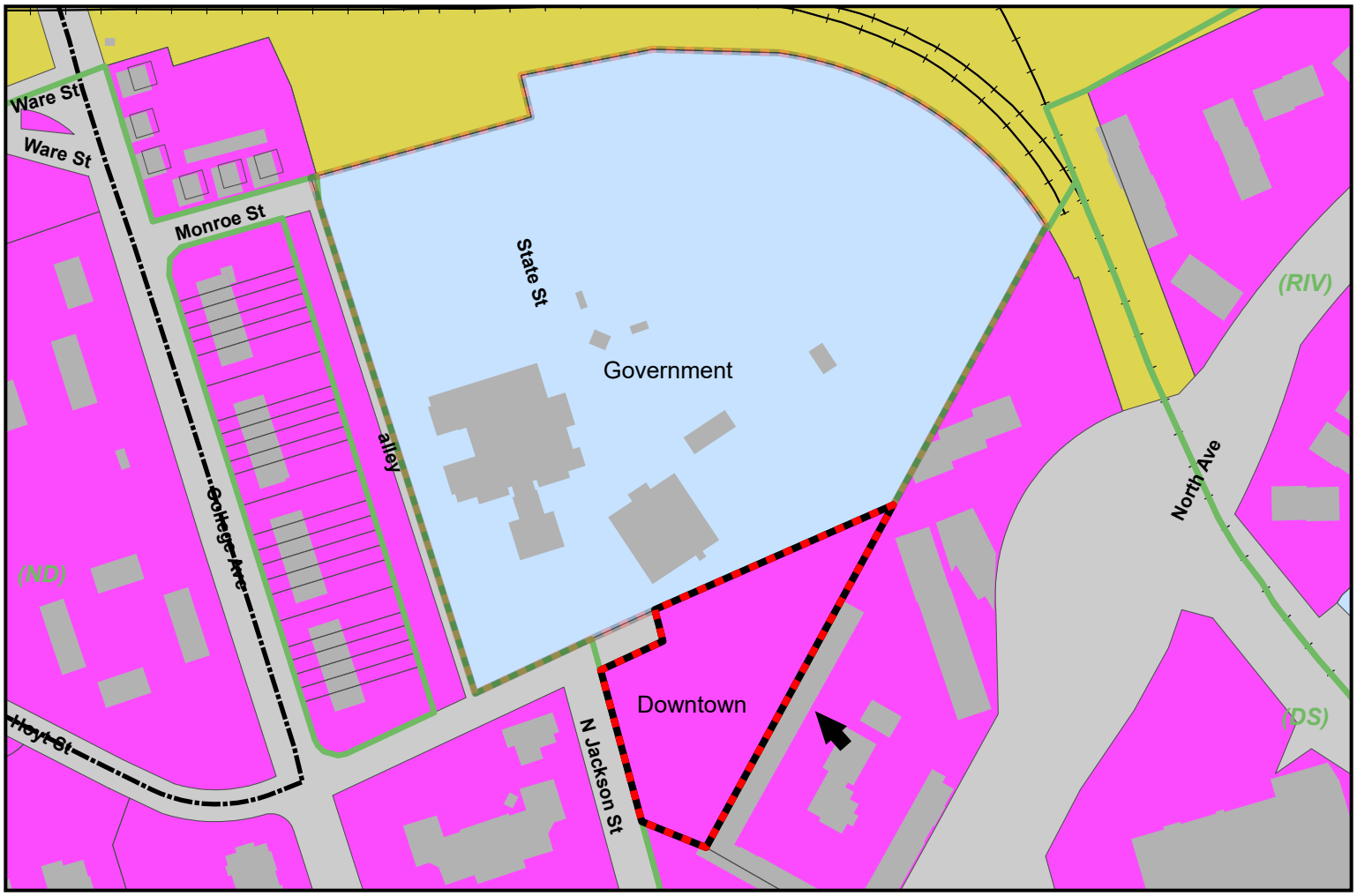
AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **AMENDING THE FUTURE LAND USE MAP OF ATHENS-CLARKE COUNTY BY CHANGING THE DESIGNATION OF A PORTION OF ONE PARCEL OF LAND COMPRISING APPROXIMATELY 12.87 ACRES IN TOTAL, 1.53 ACRES OF WHICH IS AFFECTED BY THE FUTURE LAND USE AMENDMENT APPROVED HEREIN, LOCATED AT 293 HOYT STREET FROM "GOVERNMENT" TO "DOWNTOWN;"** AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The Official Land Use Map referred to in the Zoning Ordinance of Athens-Clarke County, Georgia, as specifically identified in Section 9-3-3(A)(2) thereof, is hereby amended by changing the future land use designation of approximately 1.53 acres of a parcel of land comprising approximately 12.87 acres in total located at 293 Hoyt Street (Tax Parcel Number 163D3 D001) from "Government" to "Downtown," as more fully shown on Exhibit A, attached hereto and incorporated herein by reference.

The date of this amendment to the Official Land Use Map of Athens-Clarke County as shown by Exhibit A shall be duly noted in the minutes of the Commission meeting. The Official Land Use Map and Exhibit A hereto are available for public inspection in said Clerk's Office, 301 College Avenue, Athens, Georgia.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.



Legend

- County Boundary
- City Boundary
- Parcel Boundary
- Building Footprint
- School
- A-CC Owned Parks and Open Space
- Other Parks and Open Space
- Transportation,Communication and Utilities
- Airport Hazard Zone
- Railroad
- Rails to Trails
- Proposed Road Widening
- Proposed New Road
- Intersection Realignment

Descriptions

- General Business
- Downtown
- Main Street Business
- Employment Center
- Government
- Mixed- Density Residential
- Traditional Neighborhood
- Single Family Residential
- Rural

EXHIBIT A	ZONE-2025-11-2301 REZONE **293 Hoyt Street** *Ed Lane / SPG Planners + Engineers* *Athens-Clarke County Unified Government*	N
MAP 626		
FROM: **Government**	TO: **Downtown**	200 100 0 200 Feet
TAX PARCEL # *163D3 D001*	PLANNING COMMISSION MEETING DATE *December 11, 2025*	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE *January 6, 2026*

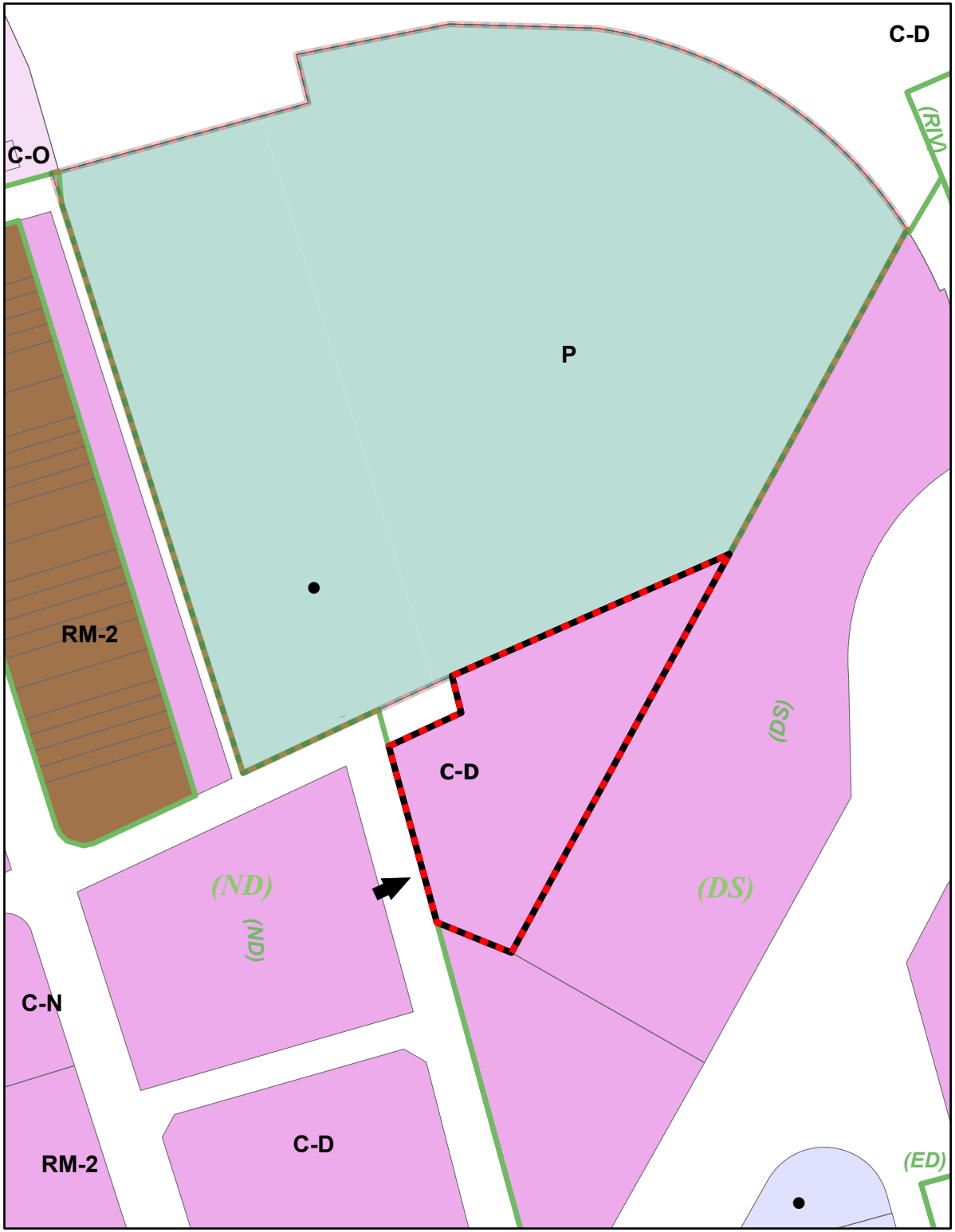
AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO REZONING A PORTION OF ONE PARCEL OF LAND COMPRISING APPROXIMATELY 12.87 ACRES IN TOTAL, 1.53 ACRES OF WHICH IS AFFECTED BY THE REZONE APPROVED HEREIN, LOCATED AT 293 HOYT STREET FROM P (PARK) TO C-D (COMMERCIAL-DOWNTOWN); AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The map constituting the component part of the Zoning Ordinance of Athens-Clarke County, Georgia, by virtue of and in compliance with Sections 9-3-3 and 9-3-6 thereof, is hereby amended by changing the zoning of one parcel of land comprising approximately 12.87 acres in total, 1.53 acres of which is affected by the rezone approved herein, and located at 293 Hoyt Street, Athens, Georgia, from P (Park) to C-D (Commercial-Downtown) as shown on Attachment A hereto.

The affected parcel of land is more fully described in that certain document entitled "Exhibit For: The Graduate, 295 E Dougherty Street, Athens, Georgia 30601, Athens-Clarke County, G.M.D. 220," labeled in the lower right-hand corner as "Sheet 1 of 1," prepared by John F. Brewer, III, registered land surveyor, dated September 27, 2025, and being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. The affected parcel, a portion of which is being rezoned, is also known as Tax Parcel No. 163D3 D001 on the Athens-Clarke County tax maps being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A shall be noted on said Official Zoning Map in the office of the Clerk of Commission, 301 College Avenue, Athens, Georgia, and duly noted in the minutes of the Commission meeting.

SECTION 2. All ordinances or parts of ordinances in conflict with are hereby repealed.



The Official Zoning Map
of Athens-Clarke County

Legend

- P, Parks
- IN, Institutional
- C-G, Commercial-General
- C-D, Commercial-Downtown
- C-N, Commercial-Neighborhood
- C-O, Commercial-Office
- C-R, Commercial-Rural
- E-I, Employment-Industrial
- E-O, Employment-Office
- G, Government
- I, Industrial
- AR, Agricultural Residential (1 unit per 10 acre density)
- RM-1, Mixed Density Residential (16 multi-family units per acre)
- RM-2, Mixed Density Residential (24 multi-family units per acre)
- RM-3, Mixed Density Residential (50 multi-family units per acre)
- RS-5, Single-Family Residential (5,000 sq. ft. min. lot area)
- RS-8, Single-Family Residential (8,000 sq. ft. min. lot area)
- RS-15, Single-Family Residential (15,000 sq. ft. min. lot area)
- RS-25, Single-Family Residential (25,000 sq. ft. min. lot area)
- RS-40, Single-Family Residential (40,000 sq. ft. min. lot area)
- Winterville Boundary
- Bogart Boundary
- ACC Boundary

- Downtown Design Areas
  - *(DHD)*, Downtown Historic District
  - *(WD)*, West Downtown
  - *(ED)*, East Downtown
  - *(DS)*, Dougherty Street
  - *(RIV)*, River
  - *(WE)*, West End
- Airport Overlay
  - AZ1, Precision Approach Zone
  - AZ2, Larger Than Utility Runway Nonprecision Approach Zone
  - AZ3, Utility Runway Nonprecision Approach Zone
  - TZ, Transitional Zone
  - RPZ, Runway Protection Zone
  - PSZ, Primary Surface Zone
- 78/316 Special District Overlay
- Planned Development
- Zoning with Conditions
- Historic District
- RM-LTD, Mixed Density Residential Limited Overlay
- Conditional Use
- GSRC, Gaines School Road Corridor Special District Overlay
- MAC, Milledge Avenue Corridor Special District Overlay
- WBS, West Broad Street Special District Overlay
- Railroads
- Special Use
- Historic Landmark

Parcel boundaries of the site are determined by legal description. The parcels shown on this map are to be used only as a guide.

100 50 0 100 200 300 Feet

ATTACHMENT A	ZONE-2025-11-2301 Rezone 293 Hoyt Street Ed Lane / SPG Planners + Engineers Athens-Clarke County Unified Government	
626		
FROM: P	TO: C-D	
TAX PARCEL # 163D3 D001	PLANNING COMMISSION MEETING DATE December 11, 2025	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE January 6, 2026

ATHENS-CLARKE COUNTY PLANNING COMMISSION
RECOMMENDATION

DATE: December 11, 2025	**FILE NO:** ZONE-2025-11-2301

LOCATION: 293 Hoyt Street
APPLICANT: Ed Lane / SPG Planners & Engineers
OWNER: Athens-Clarke County Unified Government
REQUEST: From *Government* to *Downtown*
COMMISSION DISTRICT: Two

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Chair: Kristen Morales Present				Carey McLaughlin Present	X		
Vice-Chair: Sarah Gehring Absent				Taylor Pass Present	X		
Jen Fleece Present	X			Alexander Sams Present	X		
Sara Beresford Present	X			Monique Sanders Present	X		
Matthew Hall Present	X			Michael Lord Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	7	0	

For: Ed Lane, David Ellison, Andy Savoy
Against: Helen Kuykendoll, Valerie Aldridge, Hunter Tyson

Discussion: (Staff note: The rezone and future land use change were discussed at the same time with separate recommending votes) The applicants addressed questions from the public regarding easements for the art walk and financial details of the proposed land swap. Ms. Fleece asked about whether the easements would be in place should the proposed development not go forward for any reason, to which the applicant said they would remain in place regardless. Ms. Beresford stated she did not see an issue with the proposed change, especially given that easements would provide security for the playground and art walk. Commissioners voted to recommend approval of the future land use change.

Motion: Ms. Beresford motioned to recommend approval of Future Land Use Change, Ms. Fleece seconded the motion, which passed unanimously.

ATHENS-CLARKE COUNTY PLANNING COMMISSION
RECOMMENDATION

DATE: December 11, 2025	**FILE NO:** ZONE-2025-11-2301

LOCATION: 293 Hoyt Street
APPLICANT: Ed Lane / SPG Planners & Engineers
OWNER: Athens-Clarke County Unified Government
REQUEST: From P to C-D (Park to Commercial-Downtown)
COMMISSION DISTRICT: Two

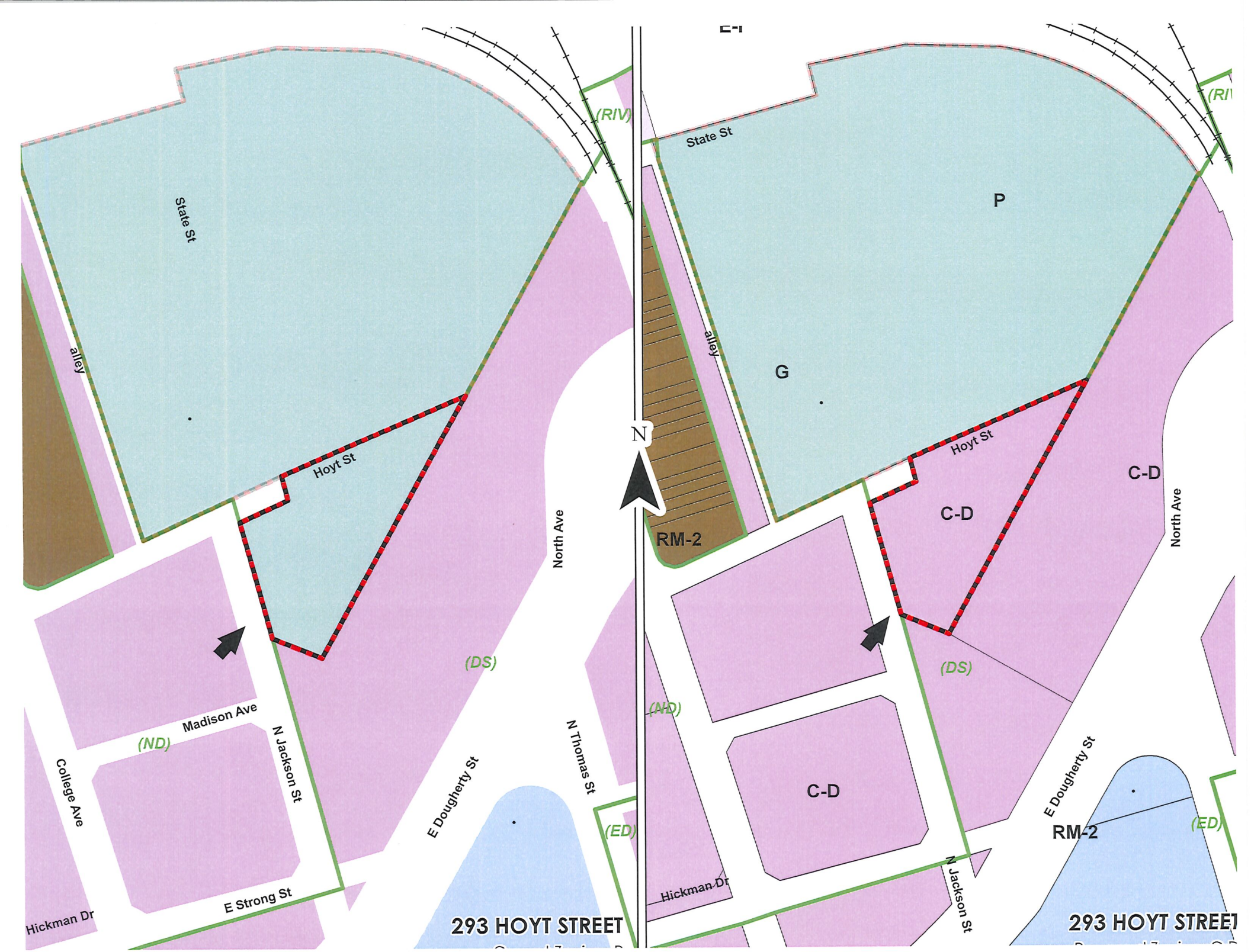
PLANNING COMMISSION MOTION AND RECOMMENDATION:

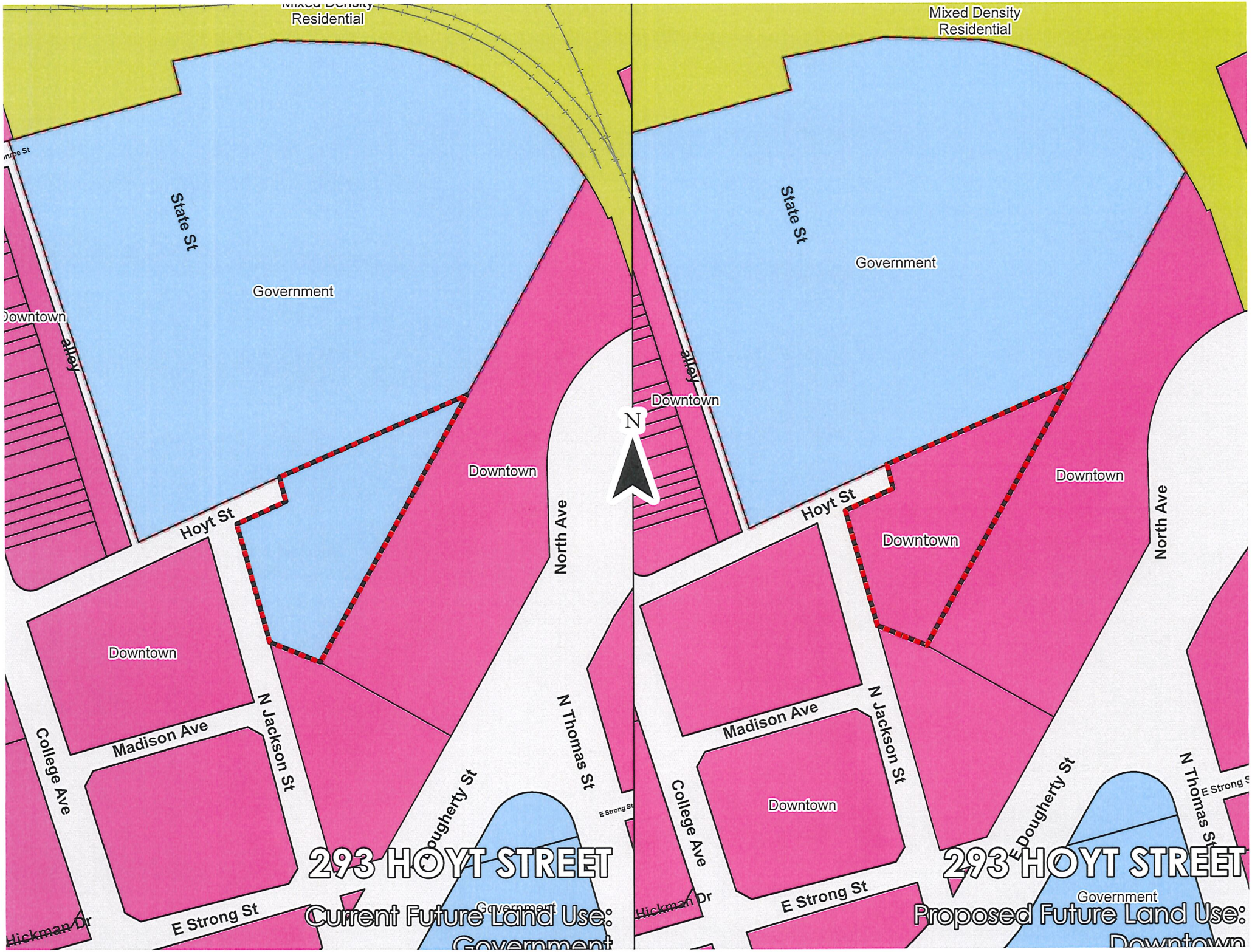
NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Chair: Kristen Morales Present				Carey McLaughlin Present	X		
Vice-Chair: Sarah Gehring Absent				Taylor Pass Present	X		
Jen Fleece Present	X			Alexander Sams Present	X		
Sara Beresford Present	X			Monique Sanders Present	X		
Matthew Hall Present	X			Michael Lord Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	7	0	

For: Ed Lane, David Ellison, Andy Savoy
Against: Helen Kuykendoll, Valerie Aldridge, Hunter Tyson

Discussion: (Staff note: The rezone and future land use change were discussed at the same time with separate recommending votes) The applicants addressed questions from the public regarding easements for the art walk and financial details of the proposed land swap. Ms. Fleece asked about whether the easements would be in place should the proposed development not go forward for any reason, to which the applicant said they would remain in place regardless. Ms. Beresford stated she did not see an issue with the proposed change, especially given that easements would provide security for the playground and art walk. Commissioners voted to recommend approval of the rezone, with inclusion in the Dougherty Street Design Area.

Motion: Ms. Beresford made a motion to approve zoning change and include the parcel in the Dougherty Street Design area. Ms. Fleece seconded the motion, which passed unanimously.


State St
alley
Hoyt St
(RIV)
North Ave
(DS)
Madison Ave
(ND)
College Ave
N Jackson St
E Strong St
Hickman Dr
E Dougherty St
N Thomas St
(ED)
293 HOYT STREET
N
P
G
RM-2
C-D
C-D
C-D
(DS)
(ND)
Hickman Dr
N Jackson St
E Dougherty St
RM-2
(ED)
293 HOYT STREET


Mixed Density Residential
State St
Government
Downtown
alley
Hoyt St
North Ave
Madison Ave
N Jackson St
College Ave
N Thomas St
E Dougherty St
E Strong St
Hickman Dr
293 HOYT STREET
Current Future Land Use:
Government
Mixed Density Residential
State St
Government
Downtown
alley
Hoyt St
North Ave
Madison Ave
N Jackson St
College Ave
N Thomas St
E Dougherty St
E Strong St
Hickman Dr
293 HOYT STREET
Proposed Future Land Use:
Downtown

STAFF REPORT
Rezone
293 Hoyt Street
ZONE-2025-11-2301
December 11, 2025

APPLICANT: .....Ed Lane / SPG Planners + Engineers
OWNER: .....Athens-Clarke County Unified Government
ZONING REQUEST: .....From P to C-D
TYPE OF REQUEST: .....Type I
LOCATION: .....293 Hoyt Street (1.53 ac. of 12.87 ac. parcel)
TAX MAP NUMBERS: 163D3 D001
COUNTY COMMISSION DISTRICT: .....District 2
PROJECT SIZE: .....1.53 Acres
PRESENT USE: .....Park and surface parking
PROPOSED USE: .....Mixed-use (residential and commercial)
PUBLIC NOTICE POSTED: .....November 26, 2025
STAFF RECOMMENDATION REZONE: .....***APPROVAL***
STAFF RECOMMENDATION FLU: .....***APPROVAL***
STAFF RECOMMENDATION DESIGN AREA: .....***DOUGHERTY STREET***
PLANNING COMM. RECOMMENDATION RZ: .....***APPROVAL***
PLANNING COMM. RECOMMENDATION FLU: ..***APPROVAL***
PLANNING COMM. RECOMMENDATION DDA: .***DOUGHERTY STREET***
MAYOR & COMMISSION AGENDA SETTING: ...December 16, 2025 (tentative)
MAYOR & COMMISSION VOTING SESSION: .....January 6, 2026 (tentative)

I. Summary Recommendation

This proposal is to rezone 1.53 acres of a 12.87-acre property from Park (P) to Commercial-Downtown (C-D). The request also seeks to change the Future Land Use from Government to Downtown. The proposal does not include a request for a Downtown Design Area designation; however, when a property is rezoned to Commercial-Downtown, it is required to assign a Design Area. As the surrounding block is all currently in the Dougherty Street Downtown Design Area, this Design Area is most appropriate.

The portion of the parcel requesting the rezone is immediately south of the east end of Hoyt Street across from the Lay Park Recreation Facility and the Lyndon House Arts Center. The subject area is developed with surface parking for the Lay Park facilities along with a playground and a small amount of open space. Hoyt street, North Jackson Street and North Avenue bound a triangular block that currently is the site for the Abacus Hotel, The Foundry Music Venue and Event Space, a surface parking lot and the Lay Park amenities. Development plans have not been submitted as a part of this rezone request; however, the intention is to remove everything except the historic foundry structures and construct a mixed-use housing development. There have also been discussions to convey the rear portion of the hotel property back to Athens-Clarke County for a parking structure, however, that action requires a separate rezone request. While Staff sees the validity in this request, it should be

noted that maintaining the current level of service to Lay Park and a public playground facility should be a priority to any potential project that would occur should the rezone request be approved.

Downtown has grown to accommodate higher density residential developments over the last two decades. It is the central hub of Athens-Clarke County, supports a variety of businesses, provides jobs, has multiple transportation options and abuts The University of Georgia. Additionally, downtown is reaching some limits with its boundaries: UGA to the south, the entertainment district and river to the east, historic neighborhoods to the west and infrastructure constraints to the north. Using remaining spaces efficiently is necessary to continue positive growth for the community.

Staff finds that the requested C-D zoning is consistent with the type of development pattern that has already occurred throughout Downtown Athens. The rezone is compatible with the Comprehensive Plan and the rezone is also compatible with the surrounding Future Land Use in that block. Therefore, **Staff recommends approval of the requests**.

Planning Commission Recommendation: Pending

II. Purpose of Applicant Request

A. Proposal

The proposal is to rezone 1.53 acres of a 12.87-acre property from Park (P) to Commercial-Downtown (C-D). The request also is seeking to change the Future Land Use from Government to Downtown. This portion of the existing parcel is across Hoyt Street (private portion) from the remainder of Lay Park and The Lyndon House.

B. Existing Conditions

The portion of the property seeking a rezone has 56 surface parking spaces, a playground and around 20,000 sq ft of open space. It is accessed by the public and private portions of Hoyt Street. Additionally, it is bound by Jackson Street, the rear façade of the Abacus Hotel and the surface parking lot at 550 N Jackson Street. It also abuts Lay Park Community Center, The Lyndon House Arts Center and Fire House #1. The remainder of the block has the Downtown Design Area designation of Dougherty Street. The site has moderate topography that slopes from northwestern corner toward the eastern side of the property.

III. Policy Analysis

A. Compatibility with Comprehensive Plan

The 2023 Comprehensive Plan calls for the following policies that **are** supported in this project: (use as applicable)

- Encourage development of Downtown as a vibrant, diverse center where everyone feels welcome to live, visit, and do business.
- Infill and redevelopment should be prioritized over greenfield expansion.

Overall, the proposal is compatible with the Comprehensive Plan. This proposal can bring more opportunity to Downtown and enable housing that is closer to jobs, education and daily needs. Redevelopment of this site will also build off the growth of Downtown and have the opportunity to utilize community amenities and contribute to updated infrastructure.

B. Compatibility with the Future Land Use Map

The applicant has requested a change to the Future Land Use Map from *Government* to *Downtown*. The existing and requested Future Land Use categories are described as follows:

Existing Future Land Use

Government
These areas are in use or proposed for use by federal, state, or local government agencies, including the University of Georgia and Clarke County Board of Education. Many of these locations are intended to serve the community, and should encourage walkability, landscaping and neighborhood-oriented transportation alternatives.

Proposed Future Land Use

Downtown
Retail, office and entertainment uses are encouraged, as is high-density multifamily housing. Auto-oriented uses, such as vehicle repair and maintenance, drive-through restaurants, and vehicle sales, are not included in this designation. As parking is handled on a district level, off-street parking for individual commercial development is not intended. Parking structures with commercial uses on the street-level frontage are encouraged rather than surface parking lots. This area should have strict design requirements to protect historic integrity and to ensure that new buildings develop in a form and architectural style compatible with existing downtown character.

The change to the Future Land Use Map is required any time a Park or Government-zoned property is sold to a private entity. Commercial-Downtown zoning is in line with all surrounding parcels apart from the remaining Lay Park and Lyndon House property which remain zoned Park. The proposal is compatible with the Future Land Use description for this area.

C. Compatibility with the Zoning Map

The applicant has requested a rezone from Park to Commercial-Downtown. The following information has been provided to compare the difference in development intensity between the existing P zoning and the requested C-D zone. Broadly, a comparison of scale, use, and design is offered here to help decision makers evaluate the changes that would be allowed if the request is approved. In terms of building scale, the following chart illustrates the differences in size and scale of buildings that could be constructed:

*		CURRENT	REQUESTED
	Standard	**P Zoning**	**C-D Zoning**
	Minimum Lot Size	N/A	none
	Density	N/A	200 units per acre
	Max Lot Coverage	N/A	100%
	Max Building Height	N/A	100 feet
	Setbacks (front/rear/side)	N/A	none
	Conserved Canopy	N/A*	0%
	Total Canopy	N/A*	0%
	Parking	use dependent	use dependent

** Existing and conserved canopy and related standards of the Community Tree Management Ordinance for Athens-Clarke County parks shall be determined by the Mayor and Commission in conjunction with the approval of all park master plans.*

The Athens-Clarke County Zoning Ordinance includes a list of defined uses and designates where they can or cannot be established. For this request, the difference between the current P zoning and

proposed C-D zoning is going from one of the least intensive park/recreational use designations as compared to the most intensive urban center designation. Parks often complement urban centers and the majority of the existing Lay Park and Lyndon House are to remain.

D. Consistency with Other Adopted ACCGov Plans, Studies, or Programs

The ACC Greenway Network Plan has multiple projects proposed around this site. This location sits in Tax Allocation District (TAD) #4 – East Downtown. Athens In Motion has designated East Dougherty Street as a Tier 1 Pedestrian Project.

IV. Technical Assessment

A. Environment

The Arborist has reviewed the tree management plan and recommended approval with the following comment:

- *Project will be required to meet all requirements of the community tree management ordinance at time of development during plan review.*

B. Grading and Drainage

The Transportation & Public Works Department has reviewed the proposal and has recommended approval without comment.

C. Water and Sewer Availability

The Public Utilities Department has reviewed the proposal and recommended approval with the following comments:

- *ACC water is available*
- *ACC sanitary sewer is available*
- *ACC water capacity is available*
- *ACC sanitary sewer capacity is NOT presently available*
- *Any proposed development must make necessary improvements to the sanitary sewer system that are sufficient to provide sewer capacity for the proposed development.*

D. Transportation

The Transportation & Public Works Department has reviewed the proposal and recommended approval without comment.

E. Fire Protection

The Fire Marshal has reviewed the proposal, recommended approval and offered the following comment:

- *The project will be required to meet all of the adopted fire codes at the time of the plan review.*

F. Compliance with the Zoning Ordinance and Development Standards

A binding plan is not required or proposed with this request. If approved the proposal will be reviewed for code compliance at the time of permitting review. The applicant has not made any waiver requests, so they will be expected to comply with all of the applicable standards. Signage and lighting are not reviewed at this stage, but the applicant is expected to adhere to those standards as well.

End of Staff Report.

Reviewed — Zoning Criteria Considered by Staff

The following factors have been considered as set forth in Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322, 232 S.E.2d 830 (1977).

☒ The proposed zoning action conforms to the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.

☒ The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.

☒ The proposal will not adversely affect the balance of land uses in Athens-Clarke County.

☒ The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures.

☒ The existing land use pattern surrounding the property in issue.

☒ The possible creation of an isolated district unrelated to adjacent and nearby districts.

☒ The aesthetic effect of existing and future use of the property as it relates to the surrounding area.

☒ Whether the proposed zoning action will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

☒ Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if zoned as requested will not alone constitute a significant detriment.

☒ Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.

☒ Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.

☒ The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.

☒ The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.

Type I Rezoning Report
07 November 2025

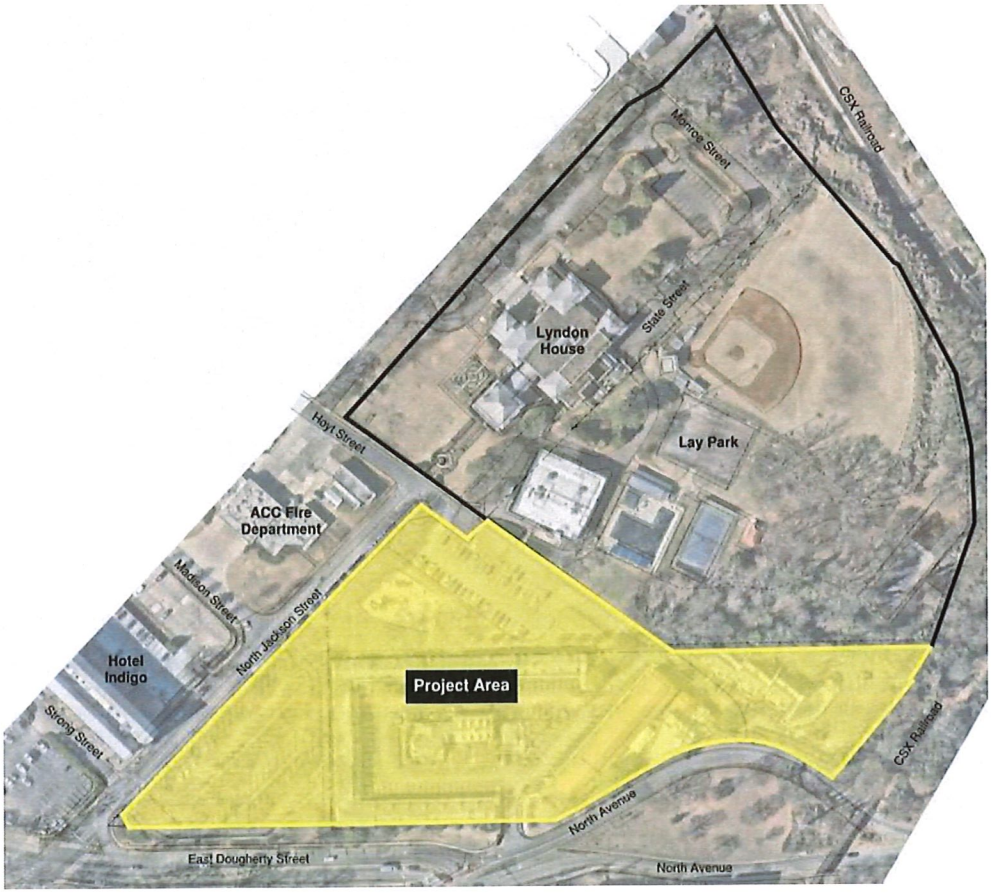
Non-Binding

Dougherty + North Jackson + Hoyt Redevelopment

Athens, Georgia

Introduction

Core Spaces, a private developer, has been collaborating with the Mayor & Commission and City Department representatives over the past few years on a redevelopment plan for the Dougherty + North Jackson + Hoyt Street block that will be mutually beneficial. The private developer's plan proposes providing the city with a much-needed public parking garage, essential downtown sewer infrastructure improvements, and preservation of the iconic Foundry. Currently the proposed redevelopment area is public surface parking, a public playground, and Hotel Abacus.



The proposed redevelopment plan involves a land swap between Core Spaces and Athens-Clarke County. Core Spaces will purchase +/- 2.75 AC from Athens-Clarke County and Core Spaces will sell +/- 0.90 AC of land to Athens-Clarke County. The proposed public parking garage will be located on the publicly acquired +/- 0.90 AC of land.



The Rezone Request

On June 17, 2025, the Unified Government and the Downtown Athens Development Authority ("the Authority") entered into an Intergovernmental Agreement that authorized the Authority to negotiate a Development Agreement with Core Spaces and authorized the Authority to initiate this rezone. The Mayor & Commission have requested that the Athens Downtown Development Authority serve as the agent to submit a rezoning application for the Athens-Clarke County owned parcel to advance the agreed-upon development framework.

The purpose of the rezone request is to get the appropriate zoning in place for the land swap. Currently a majority of the Athens-Clarke County land to be purchased by Core Spaces is zoned appropriately, Commercial Downtown (C-D). A portion of parcel 163D3 D001, the portion south of Hoyt Street is zoned Government (G). The simple rezone request is to rezone +/- 1.53 AC of parcel 163D3 D001 to Commercial Downtown (C-D). The property to be used as a Parking Deck will be rezoned from C-D to G at a later date and is not included in this application.

In addition to a change in zoning, we are also requesting a change in the future land use map. Current land use for the subject portion of parcel 163D3 D001 is Government. The request is to change the future land use to Downtown.

To reiterate, the proposed rezoning actions apply only to the playground and parking lot portion of Parcel 163D3 D001; the Lyndon House and Lay Park facilities north of Hoyt Street are unaffected.



The Proposed Redevelopment

The proposed development by Core Spaces will comply with all Commercial Downtown (C-D) zoning requirements and is envisioned as a mixed-use building that seamlessly integrates engaging street-level commercial activity with residential uses above. A couple of key components of the proposed redevelopment.

1. As part of the Development Agreement, Developer is required to submit traffic impact study for entire development that specifically analyses pedestrian and bus connections (including school buses for Lay Park) and adjacent impacted intersections and implement all recommended improvements before issuance of a Certificate of Occupancy.
2. Developer is required to construct Sewer Improvements pursuant to a Memorandum of Understanding with the Unified Government which will be at no cost to the public. (Estimated cost of $2,600,000). Sewer capacity created by these improvements will be reserved for the Development and provide sewer capacity for the downtown area.
3. Developer will be combining this parcel to create a new development that, per the Development Agreement, will participate in inclusionary zoning ordinance and the estimated payment in lieu of the Unified Government is projected to be approximately $7,878,00.
4. Developer will be swapping this parcel for another parcel (the Parking Deck Parcel) and will be building a Parking Deck for the DDA pursuant to terms of Development Agreement.
5. Developer will be installing a public playground on its property in the approximate location of the current playground. Developer also will be paying the Unified Government for a replacement playground intended for Lay Park.
6. Developer will be granting a historic façade easement on the Foundry structure
7. Developer will be granting an artistic mural easement along Jackson Street
8. The Developer will be relocating the Hoyt House to a location approved by the Unified Government.

Zoning Criteria

1. **Explain how the proposed zoning action is compatible with the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.**

   The proposed zoning action requires a modification to the Future Land Use Map (FLU); however, this adjustment is necessary only to ensure that the subdivided and recombined portions of the parcels continue to conform to the FLU. In other words, the proposed change does not entail any substantial FLU alteration but instead shifts approximately 1.75 acres from

Government FLU to Downtown.

The proposed zoning action is compatible with the physical development of the subject area.

Moreover, the proposed zoning action is not only compatible but also helps to effectuate and realize the Commission-approved Downtown Master Plan, specifically with respect to infill development at the corner of Dougherty and Jackson Streets, as well as the Jackson Street Greenway and Art Walk.

2. **The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.**

   The application is for a Type I Rezone and involves rezoning of Government owned land. The proposed zoning changes meet the intent of the Comprehensive Plan and conform to the required ordinances.

3. **The proposal will not adversely affect the balance of land uses in Athens-Clarke County.**

   Because of the "land swap" nature of the proposed zoning action, the net balance of land use change results in 0.85 acres increase in the C-D zone, located in the Downtown area adjacent to other C-D parcels and arranged coherently with them. The proposed action is not expected to adversely affect the overall balance of land uses.

4. **Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.**

   Public services exist to service the proposal including:
   - Downtown streets able to carry dense urban traffic
   - Watermains, fire flow, water pressure
   - Emergency vehicle access and fire apparatus access
   - Sanitary sewer service does exist at the subject site, however, downstream sewer capacity constraints are currently present in the sewer basin at which the parcels are situated. The Sewer Improvements Developer is required to construct pursuant to its agreement with the Unified Government are expected to resolve these constraints.
   - Should the redevelopment of the parcels occur, the proposed public parking deck would improve the availability of public parking in the downtown area.

5. **The existing land use pattern surrounding the property in issue.**

Yes, the proposed zoning changes are coherent with the surrounding patterns.

6. **The possible creation of an isolated district unrelated to adjacent and nearby districts.**

   No.

7. **The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.**

   No. In particular the Commercial Downtown Core has very low likelihood of over-taxing the school system due to the high-density, mid-rise living residential units. The possible inclusion of a new public parking deck would provide a much-needed increase in downtown parking and help alleviate the current strain on public facilities.

8. **The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures.**

   No. As proposed in the Downtown Athens Master Plan as potential infill redevelopment, and as analyzed in the Urban3 *Economic of Community Design*, surface lots and 1–2-story structures in the downtown core do not reflect the highest and best use. The proposed zoning changes serve to facilitate redevelopment of the parcels.

9. **The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.**

   Assuming the zoning action catalyzes redevelopment of the parcels, the subject land would be improved by bringing into compliance with current stormwater management regulations, representing a significant enhancement over the existing conditions. Additionally, all future permits would conform to current standards for drainage, soil erosion and sedimentation, flooding, air quality and water quantity.

10. **Whether the proposed zoning action will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.**

    No. The surrounding adjacent parcels are zoned G- Government and therefore do not have a traditional market value or tax rate. The proposed zoning action will allow a combination with the adjoining Hotel Abacus Parcel which would allow the highest and best use of the land and provide a significant increase in value for property located within the East Downtown Tax Allocation District (TAD 4).

11. **Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if zoned as requested will not alone constitute a significant detriment.**

    The awkward shape of the parcel has prevented development efforts and limited its use to a surface parking lot. By rezoning the property, it can be combined with the adjoining Hotel Abacus parcel for a new mixed-use development that allows the Developer to construct a new parking deck for the Downtown Development Authority. The development agreement framework provides mutual benefits, enabling substantial capital investment while addressing community needs such as limited sewer capacity, public parking, and the redevelopment of City-owned surface parking lots.

12. **The aesthetic effect of existing and future use of the property as it relates to the surrounding area.**

    The existing improvements on the parcel, currently known as Hotel Abacus were originally constructed in 1974. The two-story hotel / motel buildings do not have historic significance and are aging. The Foundry is a building of historic significance and will be preserved with a historic façade easement. Redevelopment of the parcel would constitute an improvement in the aesthetic effect of the existing and surrounding area.

13. **Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.**

    Yes. As outlined in the introduction, the rezone request is submitted at the behest of the Mayor & Commission, serving in the best interests of their constituents and as advised by City Staff and the City Manager's Office. This context gives supporting grounds for the approval of the zoning proposal.

SPACE RESERVED FOR CLERK OF SUPERIOR COURT

GENERAL NOTES

1. OWNER OF RECORD FOR THE SUBJECT PROPERTY IS: ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
2. TITLE REFERENCES REGARDING ADJOINERS ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT(S) OR RIGHT(S) OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.
4. NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.
5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.
6. SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED.
7. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.
8. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).

REFERENCES

ALTA/NSPS LAND TITLE SURVEY FOR GRADUATE ATHENS, BY GRS GROUP, AND DATED 06/12/2024.
PB 17 PG 140
DB 1410 PG 195
PB G PG 44D
PB 33 PG 344
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL 21, BY BEN MCLEROY & ASSOCIATES, DATED 06/05/1970.
SURVEY BY GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PROPOSED DOUGHERTY STREET EXTENSION CLARKE COUNTY, PROJECT NUMBER U-014-1(4) & LOOP, DATED 05/15/1968.
SURVEY FOR ATHENS AVENUE REDEVELOPMENT PROJECT GA R-51, BY BEN MCLEROY & ASSOCIATES, DATED OCTOBER 1966.
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL NOS. 21AND 23, BY BEN MCLEROY & ASSOCIATES, DATED 03/03/1971.

SURVEY LEGEND

- B.S.L. - BUILDING SETBACK LINE
- CMP - CORRUGATED METAL PIPE
- CMF - CONCRETE MONUMENT FOUND
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DIP - DUCTILE IRON PIPE
- FDC - FIRE DEPARTMENT CONNECTION
- FES - FLARED END SECTION (STORM)
- FFE - FINISHED FLOOR ELEVATION
- GI - GRATE INLET
- HDPE - HIGH DENSITY POLYETHYLENE
- IE - INVERT ELEVATION
- IPF - IRON PIN FOUND
- IPS - IRON PIN SET (CAPPED 1/2" REBAR)
- N/F - NOW OR FORMERLY
- OCS - OUTLET CONTROL STRUCTURE
- OTP - OPEN TOP PIPE
- PB - PLAT BOOK
- PTP - POWER TELEPHONE POLE
- POC - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- RCP - REINFORCED CONCRETE PIPE
- SSE - SANITARY SEWER EASEMENT
- TPOB - TRUE POINT OF BEGINNING
- TYP - TYPICAL
- PROPERTY CORNER FOUND
- PROPERTY CORNER
- CMF-CONCRETE MONUMENT FOUND
- ELEVATION BENCHMARK
- DELTA (SURVEY CONTROL)
- AIR CONDITIONING UNIT
- CB - CATCHBASIN
- CO - CLEANOUT
- FO - FIBER OPTIC (MARKER)
- FH - FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS MARKER
- GUY WIRE/ANCHOR
- HW - HEADWALL
- JB - JUNCTION BOX
- LP - LIGHTPOLE
- MH - MANHOLE
- SSMH-SANITARY SEWER MANHOLE
- TPED - TELEPHONE PEDESTAL
- WI - WEIR INLET
- WM - WATER METER
- WV - WATER VALVE
- UTILITY POLE
- TRANSMISSION UTILITY POLE
- POWER TRANSFORMER
- FENCE LINE
- OVERHEAD UTILITY
- OVERHEAD POWER
- UNDERGROUND POWER
- OVERHEAD TELEPHONE
- UNDERGROUND TELEPHONE
- TRAFFIC UTILITY
- FIBER-OPTIC
- NATURAL GAS
- FLOODPLAIN
- SANITARY SEWER
- SEWER FORCEMAIN
- SANITARY SEWER SERVICE
- WATERLINE

0 25 50 100
SCALE 1" = 50'

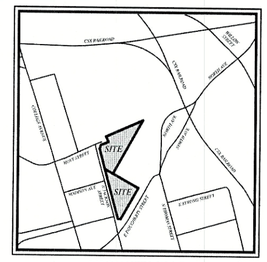
Curve Table

Curve #	Length	Radius	CHORD	CH. LENGTH
C1	28.44'	2025.00'	N66°34'57"E	28.44'

Line Table

Line #	Direction	Length
L1	N84°23'23"W	23.05'
L2	N19°52'11"E	33.36'
L3	N23°49'11"W	48.50'
L4	N61°08'11"W	78.46'

Non-Binding



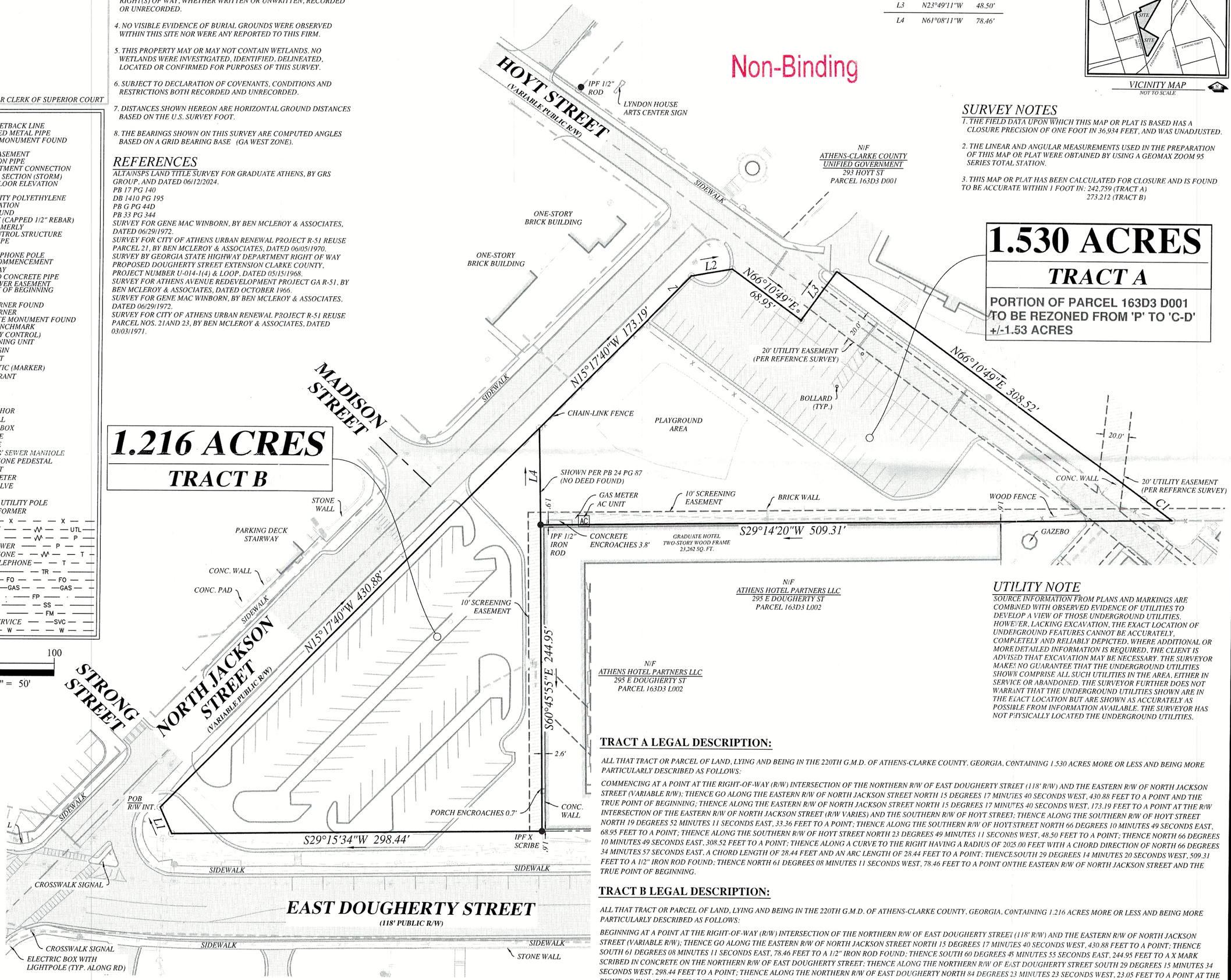
VICINITY MAP
NOT TO SCALE

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,934 FEET, AND WAS UNADJUSTED.
2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A GEOMAX ZOOM 95 SERIES TOTAL STATION.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN: 242,759 (TRACT A) 273,212 (TRACT B)

1.530 ACRES
TRACT A
PORTION OF PARCEL 163D3 D001
TO BE REZONED FROM 'P' TO 'C-D'
+/-1.53 ACRES

1.216 ACRES
TRACT B



UTILITY NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. 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 BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

TRACT A LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.530 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 173.19 FEET TO A POINT AT THE R/W INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (R/W VARIES) AND THE SOUTHERN R/W OF HOYT STREET; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 19 DEGREES 52 MINUTES 11 SECONDS EAST, 33.36 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 68.95 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 23 DEGREES 49 MINUTES 11 SECONDS WEST, 48.50 FEET TO A POINT; THENCE NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 308.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF NORTH 66 DEGREES 34 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 28.44 FEET AND AN ARC LENGTH OF 28.44 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 509.31 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 61 DEGREES 08 MINUTES 11 SECONDS WEST, 78.46 FEET TO A POINT ONTHE EASTERN R/W OF NORTH JACKSON STREET AND THE TRUE POINT OF BEGINNING.

TRACT B LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.216 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT; THENCE SOUTH 61 DEGREES 08 MINUTES 11 SECONDS EAST, 78.46 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 60 DEGREES 45 MINUTES 55 SECONDS EAST, 244.95 FEET TO A X MARK SCRIBED IN CONCRETE ON THE NORTHERN R/W OF EAST DOUGHERTY STREET; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY STREET SOUTH 29 DEGREES 15 MINUTES 34 SECONDS WEST, 298.44 FEET TO A POINT; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY NORTH 84 DEGREES 23 MINUTES 23 SECONDS WEST, 23.05 FEET TO A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W) AND THE POINT OF BEGINNING.

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
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ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

GA WEST, ZONE
1002 NAD 83

EXHIBIT FOR:
THE GRADUATE
295 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
ATHENS-CLARKE COUNTY
G.M.D. 220

DATE: 9/27/2025

REVISIONS:

23-00369

DRAFTED BY: CL

REVIEWED BY: JB

GEORGIA REGISTERED NO. 2905 LAND SURVEYOR
JOHN F. BREWER, III

SHEET 1 OF 1

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Development Agreement for the Redevelopment of Public and Private Properties Around 295 E. Dougherty Street

DATE: ~~October 15, 2025~~ December 11, 2025

EXECUTIVE SUMMARY: This agenda report requests Mayor and Commission consideration of a Development Agreement, which establishes terms for a public-private redevelopment project that includes land exchanges, infrastructure upgrades, and construction of a 425-space public parking deck at Hoyt Street and North Avenue. The developer will fund major sewer improvements and provide over $15 million in project-related payments, including contributions toward affordable housing and park amenities.

BUDGET INFORMATION:

REVENUES:			
	ONE-TIME:	$ 2,500,000	Sewer Project Cost Assumed by Private Developer
		$ 3,900,000	Estimated Payment-in-Lieu for Inclusionary Zoning (*Census tracts 1509 and 1406 per CDO*)
		$ 3,900,000	Estimated Inclusionary Zoning Payment-in-Lieu (*other purposes*)
		$ 4,700,000	Developer's Contribution for the Property Swap
		$ 275,000	Developer's Contribution for the Playground
		$ 15,275,000	**Total One-Time Project Payments**
	ANNUAL:	$ 820,000	Estimated Change in East Downtown TAD Increment
		$ 550,000	Estimated Increase in Annual Parking Revenues
		$ 1,370,000	**Estimated Change to Annual Revenues**
EXPENSES:			
	CAPITAL:	$ 701,683	Reduced Utility Connection Fee Revenues
		$ 1,000,000	Estimated Need for Off-Site Improvements at Lay Park
		$ 1,701,683	**Estimated One-Time Costs**
	OPERATING:	$ 767,192	Debt Service – New Parking Deck
		$ 325,000	Estimated Annual Deck Operating Costs
		$ 1,092,192	**Estimated Annual Impact to Operating Costs***
			** Not accounting for the retiring Washington Street Deck Debt Service*

FUNDING SOURCE: Sewer Upgrade by Private Developer
Land Values and In-Lieu Fees by Private Developer
Utility Connection Fees by the Water and Sewer Enterprise Fund
Parking Deck Financing and Operations by the General Fund and ADDA

COMMISSION ACTION REQUESTED ON: ~~November 4, 2025~~ January 6, 2026

PURPOSE:

To request that the Mayor and Commission:

a. Approve a Development Agreement between CS Acquisitions Vehicle, LLC and the Athens Downtown Development Authority that defines the terms for a public-private-project for the redevelopment of land around 295 E. Dougherty Street (**Attachment #1**);

b. Approve an Intergovernmental Agreement with the Athens Downtown Development Authority (**Attachment #2**) and second amendment to the Downtown Parking Management Agreement **(Attachment #3**) for the financing and operations of a future parking deck at Hoyt Street and North Avenue;

~~c. Adopt a resolution of the Mayor and Commission of Athens-Clarke County recommending rezoning of all or a portion of parcels located at 550 North Jackson Street, 293 Hoyt Street, and 295 E. Dougherty Street (**Attachment #4**);~~

d. Authorize staff to negotiate and/or execute all related easements, including the granting of a tieback easement to integrate the new Hoyt Street Parking Deck with Lay Park (**Attachment #5**);

e. Authorize appropriate staff to take all actions necessary and incidental for any road abandonments associated with the redevelopment of 295 E, Dougherty Street, including, but not necessarily limited to, serving and advertising notices of any proposed road abandonments; and,

f. Authorize the Mayor and appropriate staff to execute the agreements and exhibits referred to herein in substantially the same form as attached this agenda item, provided, however, that the Attorney and the Manager shall be authorized to approve minor variations thereto which do not substantially alter the terms.

HISTORY:

1. In 1977, the State of Georgia adopted legislation creating the Athens Downtown Development Authority (ADDA).

2. On July 17, 2012, the ADDA approved a proposal to contract Dr. Jack Crowley and a team of University of Georgia College of Environmental Design graduate students to create a Master Plan for Downtown Athens.

3. On April 15, 2014, the ADDA voted to recommend the Mayor and Commission (M&C) adopt the Athens Downtown Master Plan 2030.

4. In 2018, the Public Utilities Department completed a sanitary sewer capacity study of the collection system. Several notable areas with limited remaining capacity were found, including the Upper North Oconee Interceptor and North Oconee West Trunk.

5. On March 14, 2019, a partnership of Athens Housing Authority (AHA), Columbia Residential, and Jonathan Rose Company learned their collective bid for the purchase for Bethel Midtown Village was accepted.

6. On June 4, 2019, the M&C adopted revisions to the water and wastewater connection fee provisions of Code allowing M&C-approved exemptions for public benefit such as affordable housing and economic impact. On June 4, 2024, the M&C subsequently revised this ordinance to exempt a maximum of 30% water and wastewater connection fees.

7. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum, which included $3,438,750 for the Jackson Street Art Walk Project.

8. On January 7, 2020, the M&C approved an intergovernmental agreement (IGA) with the AHA for master planning services for the North Downtown Athens Development Project in the amount of $450,500. This planning would fundamentally address the redevelopment of the former Bethel Midtown Property and would also create a vision for adjacent properties.

9. On January 28, 2020, a steering committee for the North Downtown Athens Redevelopment was formed, comprised of a cross-section of community partners representing the North Downtown area, specific technical expertise, and diverse community interests.

10. On February 1, 2020, the AHA approved a contract with James Harwick & Partners Architecture to develop the North Downtown Athens Master Plan.

11. On June 30, 2020, the M&C adopted a resolution to accepting the Athens Downtown Master Plan 2030 with amendments related to implementation of the Bethel Village Redevelopment Project.

12. On September 1, 2020, the M&C approved an IGA with the ADDA for the sale, financing, and development of certain city-owned properties. Conceptually this project was envisioned to yield 130 residential units and 560 space of structured parking. This IGA was executed on November 13, 2020.

13. On February 9, 2021, at the regularly scheduled M&C Work Session, representatives from Athens-Clarke County (ACCGov), AHA, and Columbia Residential presented the North Downtown Master Plan.

14. On March 2, 2021, the M&C approved an action to accept the North Downtown Master Plan.

15. On April 5, 2022, the M&C adopted the voluntary Inclusionary Zoning Ordinance – Rentals.

16. In 2023 and 2024, the public sewer system began to encounter capacity issues in and around the downtown area. It was determined these issues were predominately driven by the size and condition of the pipes used to convey wastewater from downtown to the treatment plant.

17. On June 14, 2024, a private property hosting "The Graduate" located at 295 E. Dougherty Street (Clarke County Parcel #163D3 L002) was acquired by Athens Hotel Partners LLC.

18. On October 1, 2024, the M&C approved the design of the North Oconee River Sanitary Sewer Interceptor Improvements – Phase I at College Avenue.

19. On November 6, 2024, the M&C approved the design of the North Oconee River Sanitary Sewer Interceptor Improvements – Phase II at North Avenue.

20. On March 12, 2025, the ADDA voted to request a modification of the 2020 IGA for the sale, financing, and development of certain city-owned properties

21. On May 9, 2025, the ADDA sent a letter formally requesting the modify the 2020 IGA for the sale, financing, and development of certain city-owned properties (**Attachment #6**).

22. On June 3, 2025, the M&C approved a memorandum of understanding (MOU) with CS Acquisitions Vehicle, LLC (aka "Core" or "Developer") outlining the terms for the developer to fund and implement sewer infrastructure upgrades for North Oconee River Sanitary Sewer Interceptor Improvements – Phase I at College Avenue (**Attachment #7**).

23. On June 10, 2025, at a Special Called Meeting, the M&C approved a commission-defined option for an amendment to the IGA with the ADDA for the redevelopment of public properties along Jackson Street (**Attachment #8**).

24. Between June and October of 2025, staff, legal counsel, and design consultants from ACCGov, the ADDA, and CS Acquisitions, LLC, negotiated the terms and exhibits of a development agreement that are consistent with the terms of the amended IGA and sewer MOU.

25. On July 10, 2025, the sewer improvement MOU with CS Acquisitions Vehicle, LLC was executed (**Attachment #7**).

26. On October 15, 2025, representatives from CS Acquisitions Vehicle, LLC, the ADDA, and ACCGov finalized the terms and exhibits of a development agreement (**Attachment #1**), IGA (**Attachment #2**), and Second Amendment to the Parking Management Agreement (**Attachment #3**) that are consistent with the terms of the amended IGA and sewer MOU.

27. On October 29, 2025, ACCGov staff joined the Core project team in a drop-in meeting at the Foundry.

28. On November 4, 2025, the M&C approved a Commission Defined Option to:
    a. Hold the action on the proposed development agreement for an indefinite period until a work session could be held on the topic and the M&C have approved the rezoning of the ACC Conveyed Property as required in the development agreement;

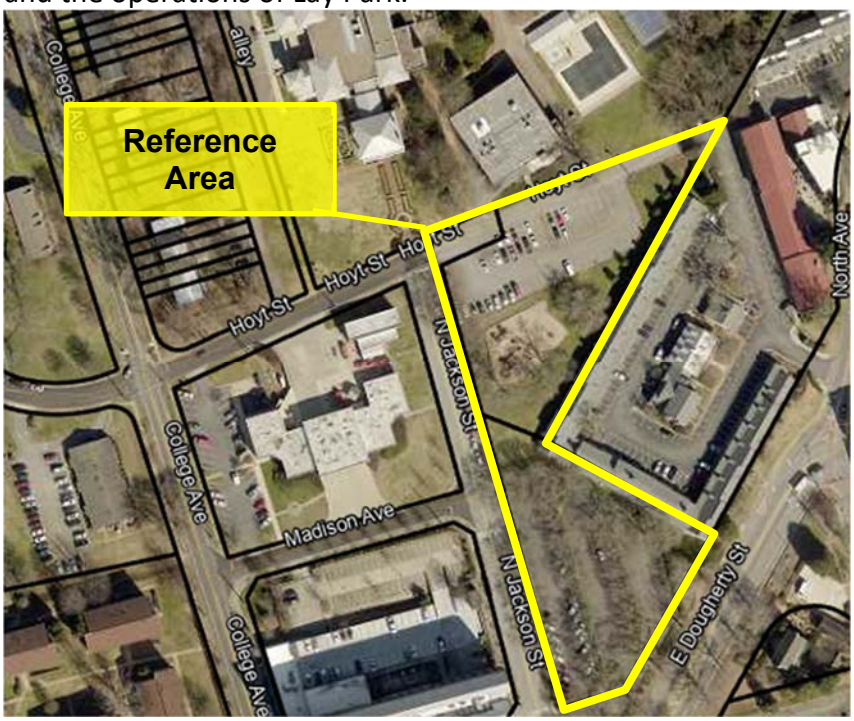
b. Adopt a resolution of the Mayor and Commission of Athens-Clarke County recommending rezoning of all or a portion of parcels located at 550 North Jackson Street, 293 Hoyt Street, and 295 E. Dougherty Street (**Attachment #4**); and,
c. Amend the Commission Defined Option approved on June 10, 2025, to designate at least one-half of the payment in-lieu of inclusionary zoning funds to provide affordable housing options for low- and moderate-income residents of Census Tract 302 and remove the prior approved designation to Census Tracts 1509 and 1406.

29. On December 9, 2025, representatives from Core and the Manager's Office provided a joint M&C work session presentation (**Attachment #14**) covering the project benefits and impacts and terms of the development agreement.

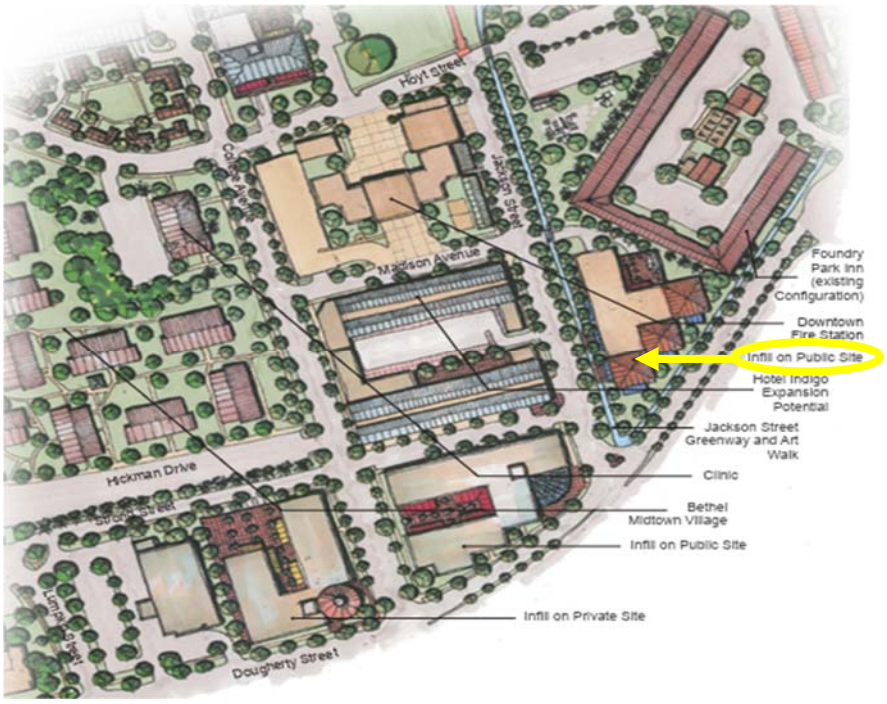
30. On December 11, 2025, the Planning Commission reviewed a request to rezone the property at 293 Hoyt Street from G (Government) to C-D (Commercial Downtown).

FACTS & ISSUES:

1. At unification, ACCGov combined the assets of the former City of Athens and Clarke County. This included surface parking lots and associated public amenities east of North Jackson Street. These properties have predominately been used to support public downtown parking and the operations of Lay Park.



2. The Athens Downtown Master Plan 2030 identified a portion of these properties as having the potential for infill development.



3. The North Downtown Master Plan further envisions this area as having potential for a higher level of infill development, which could include a combination of retail, structured parking, and/or housing.



4. The ADDA enabling legislation vests the authority with several different purposes and powers. Amongst these are the power to acquire, own, hold, lease, sell, and convey real estate, the power to employ professional services and to contract for the construction, remodeling, and altering of buildings, and the power to borrow money.

5. These different powers enable ADDA to participate in public-private-partnerships in ways that ACCGov might otherwise be restricted. It is for this reason that the M&C entered into IGAs with the ADDA for the sale, financing, and development of certain city-owned properties. Fundamentally, the IGA (**Attachment #8**) and MOU for sewer improvements (**Attachment #7**) established the goals that were to be addressed in the Development Agreement.

6. The Lay Park Playground: The IGA states "*Core shall relocate or replace the playground on the ACC Property to a location approved by the Unified Government at Core's expense.*" In the development agreement, Core will be creating a smaller replacement playground on their property near the intersection of Jackson Street and Hoyt Street (**Attachment #9**). The development agreement includes a public access easement and provisions that Core is responsible for the maintenance and liabilities associated with the playground amenity.

   Additionally, Leisure Services staff solicited pricing that establishes the replacement cost of existing playground equipment and furnishings at approximately $275,000. In the development agreement, Core has further agreed to contribute $275,000 to ACCGov, so Leisure Services may reconstruct the playground in a location and at specifications determined by Leisure Services. This flexibility will permit Leisure Services to develop a play space that is better integrated into Lay Park, while also including upgraded features to enhance safety and ADA accessibility. A future upgraded playground in Lay Park will cost at least twice the provided $275,000. The M&C will have future options to supplement playground construction using SPLOST, General Fund Capital, and/or East Downtown TAD funds. It will take 18-36 months to develop a replacement playground for Lay Park either on site or as a part of the redevelopment.

7. Lay Park Impacts: Any redevelopment of the Lay Park parking lot is likely to result in negative impacts to Lay Park. Despite the efforts by ACCGov and the Developer to implement mitigating measures, it is anticipated this project may result in the following negative outcomes for Lay Park:

   - Temporary Loss of Parking: During construction, the 54 space (including 3 ADA spaces) Lay Park parking lot will be lost. A small area at the intersection of North Jackson Street and Hoyt Street has been set aside by the developer for approximately 16 gravel spaces to be used for Lay Park staff and visitor parking until the new public parking deck is completed. Even with this space, this change will negatively impact ADA-users, park visitors, and ACCGov staff.
   - Impacts to Elections: Because Lay Park will see significantly reduced parking until the public parking deck is completed, it may be necessary to temporarily designate an

alternate polling location to the Lay Park Community Center. If the M&C approve the Development Agreement, this issue will be presented to the Board of Elections, so they can consider if alternate arrangements need to be made.

- Changes to Park Access: Even after the public parking deck is constructed, it will result in a significant change in how people access Lay Park from the Hoyt Street area. The Development Agreement requires a pedestrian bridge be created between the public parking deck and Lay Park to provide a grade-level access from the deck to the park (near the tennis and pétanque courts). This development will also create street-level connection points from North Avenue and from Doughtery Street (along The Foundry Building) that will provide enhanced connectivity from the south and east. Despite these improvements, it is still anticipated that park users who use the new parking deck will have a longer and somewhat less intuitive route into Lay Park.
- Park Dropoff: Currently, school buses, program participants, and summer camp participants use the Lay Park parking lot for interior circulation that provides for direct, quick, and accessible drop-off at the park. The various driveways and easements have been designed to contemplate how school buses can access the site for drop off. Very significant changes to program and summer camp drop-off are anticipated, because the surface parking lot is going away, and the deck is being used to provide alternative access. These changes may require additional summer camp staffing, supplemental security, and/or site modifications within Lay Park to ensure children can be provided with a timely, safe, and fully supervised drop off for summer camp.
- Loss of Trees: The installation of a retaining wall, pedestrian bridge, and walkway from the parking deck will result in significant loss of existing trees between the tennis courts and pétanque courts. This activity will happen under the direction of the Community Forestry Coordinator, as required in the Community Tree Management Ordinance. ACCGov will make plans to restore tree canopy after construction. It is contemplated that ACCGov will need to fund this reforestation activity.
- Change in Viewshed: The views from the pool, tennis courts, community center, and Lyndon House Arts Center, as they look to the south (towards downtown), will be significantly changed because of this project. A new five+ story building will be present just south of Hoyt Street. This will be an abrupt change for park patrons. There may be other operational impacts to maintenance as the perpetual shadow may impact existing trees, facility systems, solar options, and exterior façade upkeep.
- Unfunded Actions: Because they are outside of the scope of this project, it is anticipated that ACCGov will need to make additional investments in Lay Park to relocate the park's playground, connect a walkway to the new pedestrian bridge, add in security lighting and other security system modifications, restore the trees and landscape, and possibly change circulation and parking availability within the park. As plans for the project advance, Leisure Services will identify what supplemental actions need to happen in Lay Park to adjust to these changes. The M&C will have future options to make these supplements using SPLOST, General Fund Capital, and/or East Downtown TAD funds.

8. Inclusionary Zoning: The IGA states "*Core is responsible for the Project's compliance with Athens-Clarke County's inclusionary zoning ordinance and Core may satisfy its obligations*

under said ordinance with the payment in-lieu option, to the extent permissible by applicable law.". The Commission Defined Option for the IGA further required that "*at least one-half of the payment in-lieu paid by Core to the Unified Government shall be utilized in Census Track Nos. 13059150900 and 13059140600, on the eastern side of Athens-Clarke County, Georgia, to provide affordable housing options for low- and moderate-income residents of said census tracts.*" The development agreement requires the project to submit to the inclusionary zoning ordinance and further describes ACCGov's intent to utilize at least one-half of the funding within census tracts 1305910900 and 13059140600.

The project is anticipated to generate approximately $7.8M in payment in-lieu fees if it builds to the intended density allowed under the inclusionary zoning ordinance. This payment must be made prior to the project receiving a certificate of occupancy. At least ½ ($3.9M) of these funds will be reserved for use within the census tracts in the Commission Defined Option. The remaining funds will be designated in accordance with a Commission Defined Option to the FY25 budget ordinance stipulated that "*Future Funds from Voluntary Inclusionary Zoning shall flow into the Gap Financing Fund for LIHTC Projects*."

Currently, census tracts 1509 and 1406 are not well suited for affordable housing developments as most of their land area is designated in the Future Land Use Map as either "Rural" or "Government", with the majority of any "Single Family Residential" designations representing existing developments (**Attachment #10**). Ultimately, the M&C identified the inclusion of census tracts 1509 and 1406 were an error, and that their intent was to include census tract 302 (**Attachment #**11). This error was corrected with a Commission Defined Option approved by the M&C on November 4, 2025. ~~In order to effectively deploy these funds, the M&C will have to rely on the following outcomes:~~

~~a. Utilize the limited opportunities to subsidize future developments within the City of Winterville in Census Tract 1406;~~
~~b. Utilize the limited opportunities to subsidize the future developments in the few currently undeveloped "Single Family Residential" future land use designated in Census Tract 1509;~~
~~c. Utilize the limited opportunities to subsidize the future developments/redevelopment of "Mixed Density Residential" future land use designated in Census Tract 1509;~~
~~d. Deeply subsidize very low-density development within the "greenbelt" properties currently within the "Rural" future land use designation in either census tract;~~
~~e. Take action to rezone "greenbelt" properties currently within the "Rural" future land use designation in either census tract; and/or,~~
~~f. Revise the Commission Defined Option to support affordable housing projects elsewhere in the county.~~

~~Based on conversations with the M&C in a recent unrelated voting meeting, it appears the intent of the CDO was to dedicate at least one half of the payment in lieu funds to "East Athens" rather than eastern Clarke County. To accomplish that, the funds would need to be focused on Census Tract 302 (**Attachment #11**). The Manager's Office has provided and recommends Option 2 below as a mechanism to accomplish this. Alternatively, if it is the~~

~~desire of the M&C to proceed with the project and continue with the dedications for eastern Clarke County, they should motion for approval of Option 1 as described below.~~

9. Downtown Parking Implications: This project will significantly modify parking within the northern portion of downtown. In total, approximately 143 surface lot spaces will be removed from "Lot 3" and the Lay Park parking lot, while 8 new on street spaces will be created along North Jackson Street and approximately 425 spaces will be created in a new deck near the intersections of Hoyt Street and North Avenue. The IGA states "*Core shall subdivide a portion of the Core Property at or near the northeast corner of the Core Property as shown on Exhibit B (the "Proposed Building Parcel"). Core shall improve the Proposed Building Parcel with a Parking Deck (the "Parking Deck") that will be available for public use, including no less than 350 total spaces, a designated number of which shall be ADA compliant and surface grade-level. Core shall convey the Proposed Building Parcel and the Parking Deck to the Authority, which will own and manage the Parking Deck under a parking management agreement with the Unified Government that will be further described in the Development Agreement*." The IGA further states that "*The Authority shall reimburse Core for the proportionate expense of the number of spaces within the Parking Deck (again, to be used as a Public Parking Deck) exceeding two hundred (200) spaces.*"

   Article IV in the development agreement details the requirements for the public parking deck. Approximately 425 spaces are planned at a total cost of $17.6M. Core will provide 200 spaces at no charge, which is projected to represent approximately $8.3M of the deck's cost. The remainder of the cost will be financed by Core. If ACCGov backs ADDA's financing as described in Facts and Issues #11, Core agrees to limit ADDA's maximum exposure to $8.1M, which will effectively increase Core's subsidy to $9.5M if the deck is completed at its currently budgeted price.

   Because Core is utilizing the provisions of the inclusionary zoning ordinance, their development is expected to have up to 25% more density, while also reducing the onsite parking by approximately 20%. This will result in a growing demand for monthly parking in downtown. The ADDA has indicated they are confident in selling 370+ monthly parking spaces at higher than current rates within a year of the completion of the public parking deck.

10. Deck Design, Construction, and Conveyance: Article IV of the development agreement further describes how the parking deck is designed, constructed, and will be conveyed. Key points to this include:
    a. At closing, the developer will make a payment of $4.7M to the ADDA, which represents the appraised difference in values between the land being conveyed by the ADDA vs the land being conveyed by the developer. This payment will be held in escrow for use on the deck;
    b. The developer will be using Northworks Architects and Planners, LLC as the architect for the project;
    c. The deck will include waivers from local ACCGov code; most notably, ground floor commercial spaces will not be constructed in the deck;

d. The deck will have entrances/exits on both North Avenue and Hoyt Street;
e. The deck will have a bridge creating a pedestrian connection into Lay Park;
f. The developer will be using Juneau Construction Company Treehouse, LLC as the general contractor for the project;
g. The total budget for the deck is $17,620,272. The developer bears the risk for any cost overruns;
h. The developer will provide performance and payment bonds totaling 120% of the project budget;
i. The deck is anticipated to be completed in summer of 2027;
j. Once completed, the developer will transfer and assign any, warranties, and operating manuals for the Parking Deck Project to the Authority and provide all lien waivers for the Parking Deck Project to evidence payment in full; and,
k. The developer and related parties will carry appropriate insurance during construction;

11. Waivers to Requirements for Parking Deck: The IGA states in Section 4.4*, "The Unified Government intends to approve the Parking Deck Plans subject to minor deviations that may be requested by Unified Government staff for compliance with building, fire and life safety codes provided, however, that based upon the proposed 'G' or 'Government' zoning designation for the Parking Deck Parcel, the Unified Government"* agrees the Parking Deck would not be subject to certain requirements that may be otherwise required through Zoning Code.

    Under the IGA, ACCGov would agrees to the following regarding the Parking Deck Parcel:

    a. The Parking Deck Parcel shall not be subject to a requirement for ground floor commercial space;

    b. Parking in excess of 50% on the ground floor will be permissible;

    c. The Parking Deck Plans may contain deviations from other design regulations and ordinances that would otherwise apply to the Parking Deck but for its "G" zoning designation; and

    d. The use and design of the Parking Deck Parcel shall be established by the IGA

12. Parking Deck Financing:
    The IGA states "*The Authority shall reimburse Core for the proportionate expense of the number of spaces within the Parking Deck (again, to be used as a Public Parking Deck) exceeding two hundred (200) spaces (the "Reimbursement"). The Reimbursement shall reflect the proportionate value of the Proposed Building Parcel to the cost of constructing the Parking Deck, which will include all hard costs, soft costs, permitting costs, and financing costs associated with constructing the Parking Deck. The specific mechanics of the Reimbursement will be described in the Development Agreement, and include the following: (i) payment by the Authority of the Reimbursement over no less than five (5) years following conveyance of the Proposed Building to the Authority, (ii) the Authority's obligation to use all net revenues of the Proposed Building to pay the Reimbursement, and (iii) the annual financial contribution*

of the Unified Government for the Parking Deck, which shall be available only to the extent that the net revenues received by the Authority from its ownership of the Parking Deck are insufficient to pay the Reimbursement."

Staff, in partnership with the ADDA, analyzed numerous approaches to finance the deck utilizing only net revenues from the deck. This was ultimately identified as a non-preferred approach as it would have ADDA servicing debt on the deck for up to 50 years and very significant levels of ACCGov supplemental funding were needed to shorten this mechanism. During this review, the Finance Department identified that ACCGov is retiring the existing debt on the Washington Street Parking Deck in June of 2026 with a final payment of $546,800. If ACCGov takes no actions on a new deck, under the current parking management agreement, this will yield an FY27 benefit of $328,080 to the General Fund and $218,720 to the ADDA.

ACCGov, in partnership with ADDA proposes to use the same approach to financing the Hoyt Street Parking Deck as was used for the Washington Street Parking Deck. Under this approach, ADDA will secure the funding for the initial debt, with payments that are backed by ACCGov. The debt payments, increased revenues, and increased operating expenses are then folded into the overall accounting for the downtown parking system, which is used to account for the 60/40 revenue share from the parking management agreement.

In exchange for ACCGov's commitment to backstop the project and a more simplified approach to funding, the Core has offered to finance the deck for 15 years at a 5% interest rate. Core has further agreed to cap the loan balance to $8,100,000, regardless of how high the final cost of the deck happens to be. Alternatively, if the deck comes in unexpectedly under a cost of $15.3M, the loan balance will be 53% (225/425) of the project costs, which will lower the total loan balance. Lastly, the loan has no prepayment penalty, so ADDA has the right to refinance the deck or pay it off early if it determines the there is a financial benefit of doing so.

Under this approach, ACCGov will pay ADDA monthly payments of up to $63,932.67 which ADDA will use for debt service. These will be combined with the monthly payments already made to ADDA for the management of the downtown parking system. The additional deck operating costs (up to $325,000) and revenues (up to $550,000) will be incorporated with these payments in the accounting for the downtown parking system. Below is an analysis of how the downtown parking system accounting will be impacted by the retiring debt service for the Washington Street Deck, the new debt service for the Hoyt Street Deck, and the increased revenues and expenses for the deck. Because this action is aligned with the retiring the debt service on the Washington Street Parking Deck, this approach is forecasted to yield no reduction the General Fund for upcoming budget. Under the terms of the parking management agreement, ADDA effectively funds 40% of the debt service on the deck.

Downtown Parking System Financial Analysis for Hoyt Street Deck

	FY26 Budget	FY28 Projection (Post Deck Implementation)
Parking Fees	$ 5,223,981	$ 5,774,000
Parking Fines	$ 500,000	$ 500,000
Downtown Parking System	($ 1,723,607)	($ 2,049,000)
Space Rental	($ 23,180)	($ 23,180)
Postage	($ 3,300)	($ 3,700)
Capital Allocations	($ 60,000)	($ 60,000)
Washington Street Deck Debt Service	($ 546,800)	$ 0
Hoyt Street Deck Debt Service	$ 0	($ 767,192)
Net System Revenues	**$ 3,367,095**	**$ 3,370,928**
ADDA Share (40%)	*$ 1,346,838*	*$ 1,348,371*
ACCGov Share (60%)	*$ 2,020,257*	*$ 2,022,557*

13. Resulting Changes to the Parking Management Agreement: To implement this financing, ACCGov and the ADDA will need to execute an IGA (**Attachment #2**) and Second Amendment to the Parking Management Agreement (**Attachment #3**). Notably, this deck will need to operate differently than the other downtown parking decks to support Lay Park and generate the revenues needed to achieve the financial projections listed above. Because of the deck's location on the permitter of downtown in a location that is known to have a parking deficit, it is anticipated that most monthly parking will be for the long-term storage of vehicles owned by tenants in adjacent developments. After benchmarking adjacent parking, ADDA proposes that monthly rates in this deck may be as much as $125 per space in 2027, which is significantly higher than the $85 per month that is currently charged in other public downtown parking decks. It is for these reasons that the Second Amendment to the Parking Management Agreement states "*The rate structure, time limits, and fines will be collaboratively developed by representatives of ADDA and ACCGov and will be submitted for approval by the Mayor and the Commission of ACCGov prior to submission of the annual budget described in the Agreement. The rates applicable to the Hoyt Street Parking Deck may be materially higher than the rates applicable to the Downtown Athens Parking System. At the time of this amendment, the following unique rate provisions are contemplated for the Hoyt Street Deck:*

a. *There shall be no charge for the use of spaces dedicated for ACCGov staff.*

b. *The deck will not charge hourly rates when Lay Park or the Lyndon House are being used as a polling location on election day.*

c. *The hourly rates will be structured so that ACCGov will define unique fee-free windows or discounts for park users (i.e. 3 hours free parking, parking validation, or similar)."*

ADDA has shared they are confident in the deck's ability to sell out monthly parking at the higher market rates. As described in the Second Amendment, ultimately the rates will be recommended by the ADDA and set by the M&C.

14. Zoning Process: The IGA states that "*The Unified Government will negotiate in good faith actions to be taken by it regarding surveying, subdividing, and conveying the ACC Property that are compatible with the Future Land Use Map and zoning classifications of the surrounding areas, all of which shall be embodied in the Development Agreement.*" It also notes that Core's obligations on the development agreement will be conditioned on "*the Unified Government or the Authority initiating an action to rezone the ACC Property from its current zoning classification to another zoning classification no later than thirty (30) days of the Unified Government's approval of the Development Agreement."*

    Currently, the privately owned parcel at 295 E. Dougherty Street (parcel 163D3 L002) and ACCGov-owned Lot 3 at 550 North Jackson Street (parcel 163D3 N001) have zoning designations of C-D (Commercial Downtown) and future land use designations of "Downtown". The ACCGov-owned Lay Park Parking Lot located at 293 Hoyt Street (portions of parcel 163D3 D001) has a zoning designation of G (Government) and a future land use designation of "Government". To accomplish this project, the properties being conveyed by ACCGov must be zoned C-D, with a future land use map designation of "Downtown"; while the portion of the private development that will be used to develop a public parking deck will need to be zoned G, with a future land use map designation of "Government".

    This development agreement does not bind the M&C to rezone the properties with its approval, but rather, it requires the M&C to initiate an action to rezone the ACC Conveyed Property from its Government (G) zoning classification to another classification. Similarly, the development agreement requires the M&C to initiate an action to rezone the Parking Deck Parcel to another zoning classification in a period no later than thirty (30) days after the Closing Date. The development agreement further identifies that ACCGov is designating ADDA to act as its agent in the rezoning process. While the agreement does not bind the M&C to rezone the properties, both the IGA and the development agreement note that rezoning is a condition to close, which means that this project will not advance any further if the rezoning actions are not completed at a future date.

    In a Commission Defined Option approved on November 4, 2025, the M&C ~~are being asked to~~ adopted a zoning resolution (**Attachment #4**)~~ with this agenda report~~. This resolution confirms ADDA will act the applicant for rezoning. This resolution confirms ADDA will act the applicant for rezoning. Additionally, this resolution is considered a "recommendation of the Mayor and Commission" as used in the Zoning Procedures Ordinance (9-4), which eliminates the mandatory 90-day staff review period as required in 9-4-3 (C)(2) or the mandatory 30-day staff review period as required in 9-4-4 (C)(2). This action does not change the requirements of the Georgia Zoning Procedures Law or any other locally mandated zoning requirements. If these rezoning actions continue their planned course, the rezoning of the ACCGov properties will return for M&C consideration at the January voting meeting, and the rezoning for the

future public parking deck will return for M&C consideration at the February or March voting meeting.

15. Hoyt Street Easement: In its current form, the eastern-most portion of Hoyt Street is not a public right-of-way, but rather is a series of private drives serving Lay Park and the former Graduate Hotel.



Image depicting current relation of Hoyt Street with Lay Park and The Graduate Hotel site.

The IGA contemplates that ACCGov will transfer the portions of public drive aligned with Hoyt Street to the development. Ultimately, the development will create an alignment of Hoyt Street that runs from its current termination at North Jackson Street, east to North Avenue. This alignment will improve access to and across the northern portion of the central business district. At ACCGov's request, within 60 days of receiving a certificate of occupancy, the developer will grant ACCGov an approximately 50' wide right-of-way easement from North Jackson Street to North Avenue (**Attachment #12**). This easement will restore a downtown transportation grid that improves access the Core development, future public parking deck, and Lay Park.

Additionally, the developer will grant ACCGov a three-year option to purchase for $1 the entirety of this easement as fee-simple right-of-way, so long as ACCGov memorializes the developer's right to density that was vested through its prior ownership of this land. As the project is completed, staff will convene to review the benefits and drawbacks to exercising this purchase option. If there is substantial public benefit in converting the easement to formal right-of-way, staff will advance a recommendation forward for M&C consideration.

16. Jackson Street Art Walk: The SPLOST 2020 program includes a $3.4M designation for the Jackson Street Art Walk. The original tiering schedule for this program had funding coming available in FY30 and FY31. In summer of 2024, the M&C adopted a revised tiering schedule for the program that shifted program funds earlier to reflect faster than projected revenue collections. Under this revised tiering schedule, $600k is available as of FY26, with the remaining $2.75M becoming available in FY27. Work on this project has not yet begun.

    The project statement for the Jackson Street Artwalk project reads "*This project will provide funding for capital improvements for street and pedestrian improvements to establish pedestrian-oriented promenade(s) showcasing permanent and temporary artworks, to create a new cultural destination for public art, and to establish a new downtown community space for events and gatherings. For example, Jackson Street between Dougherty Street and Hoyt Street would be one street that could potentially be used for this type of art walk project; but the project would not be limited to that area. Depending upon costs and funding availability, the project would include, but not be limited to, improvements such as narrowing of existing roadways, incorporating permeable paving and bioretention stormwater systems, widened walkways, attractive paving, accessible cross-walks, curbless street sections, additional trees, seating, street furniture and amenities, playground equipment, and art pads. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities*." As originally contemplated, this project may make significant changes to the Jackson Street public right-of-way adjacent to this project.

    The IGA states "*Core shall grant the Unified Government one or more artistic mural easements totaling a minimum of One Thousand (1,000) square feet of the frontage on Jackson Street to be more specifically identified in the final Development Agreement and Development Plan*." The development agreement defines an artistic mural easement totaling a minimum of 1,000 square feet that Core is granting to ACCGov. The selection of art for this easement will be selected by ACCGov and subject to "reasonable approval of the Developer". This easement can be used to support public art associated with the Jackson Street Art Walk.

17. Other Public Use Easements: The IGA state "*Core will construct ADA-compliant pedestrian connections from the Parking Deck to the intersection of North Avenue and Dougherty Street as shown on the final Development Plan.*" In addition to the playground and Hoyt Street easements described in this agenda report, the development agreement includes an additional pedestrian easement and public plaza easements (**Attachment #12**). The pedestrian easement provides a public connection from the proposed public parking deck to the Dougherty Street/Thomas Street/North Avenue intersection. This easement will facilitate connectivity from the new public parking deck to the broader downtown area. The public plaza easements are incorporated with the playground easement and provide for public use of the pedestrian plazas along North Jackson Street. The plaza easements do not require the placement of public art (as addressed in the public art easement) but may provide future space where the Jackson Street Art Walk can negotiate space for public art installations. If

this occurs, it will be a separate action from this development agreement, as it is outside the requirements of the IGA and Development Agreement.

18. Hoyt House Relocation: The IGA states "*Core shall relocate the Hoyt House at a location approved by the Unified Government at Core's expense*." The Development Agreement stipulates that "*The Developer shall obtain a Historic Building Assessment and Relocation Plan for the Hoyt House and deconstruct the Hoyt House, preserve the salvageable structural components, and relocate and reconstruct the Hoyt House to 780 W. Hancock Avenue, 794 W. Hanock Avenue, or another location approved by the Unified Government pursuant to said plan. The Developer shall be responsible for all permitting and site plans necessary for the deconstruction, relocation and reconstruction of the Hoyt House. The costs of preparing all plans, permitting, deconstruction, relocation and reconstruction shall be at Developer's sole expense.*"

    Historic Athens has notified the Manager's Office that the developer has contacted them to facilitate a donation of the Hoyt House to their organization. While the development agreement identifies available ACCGov-owned properties at 780 or 794 W. Hancock Avenue, it does not require ACCGov to provide these properties as a part of the development agreement. This item will require further action after the development agreement is executed. The M&C will have the option to:

    - Enter into a long-term lease of ACCGov-owned property with Historic Athens, or an alternative host, for the relocation of the Hoyt House;
    - Authorize the developer to relocate the Hoyt House to a non-ACCGov-owned property as identified by Historic Athens, or an alternative host;
    - Relocate the Hoyt House to an ACCGov property for an undefined public use at a currently undefined public cost; or,
    - Act to remove this requirement from the developer.

19. Sewer Improvements: The IGA states "*Core's obligations under the Development Agreement will be conditioned on the Unified Government and Core entering into a Memorandum of Understanding that obligates Core to design and construct, at Core's expense but pursuant to Unified Government standards, the College Avenue Sewer Improvements in exchange for a 30% exemption on wastewater and water system connection fees, reservation of sewer capacity for the Development Plan, and other good and valuable consideration.*" ACCGov and the developer have previously executed a Memorandum of Understanding (MOU) for sewer improvements on College Avenue at the North Oconee River (**Attachment #7**). This MOU defines the offsite sewer improvements the Developer must make in order to have capacity for their project, and further conditions the issuance of a Certificate of Occupancy on the Developer completing these upgrades.

    Since the execution of the MOU, representatives from the project have met onsite with ACCGov staff to review the proposed upgrades. As outlined in the MOU, it is structured so

the Developer will implement the sewer upgrades required for the project using a design approved ACCGov, implemented by contractors that meet ACCGov-requirements.

To increase capacity, the sewer crossing at the College Avenue Bridge will be changed from approximately one degree of slope to approximately three degrees of slope. This will lower the sewer span by approximately seven feet on the east bank of the North Oconee River, which may change how flood waters impact with the bridge and sewer pipe. The Developer is required to have a 3rd party engineer certify the approach used to improve the anchoring system to ensure any new loads are safety transferred to the College Avenue Bridge. In this conceptual phase, the Public Utilities Department has identified there may be a departmental preference to enhance the anchoring of this sewer span by creating two supplemental structural piers located on either side of the river that are used to distribute lateral loads.

Because this approach requires further analysis and would significantly increase the time associated with securing federal approvals for the new piers, these upgrades are not being required by ACCGov. Instead, the developer will construct the engineer-endorsed sewer upgrades that create capacity for the broader downtown area in the least amount of time. After installation, the Public Utilities Department will engage on-call engineers to determine if supplemental stabilizing piers are desired. If these piers are deemed to be a desired enhancement, they will be installed as a separate action from the initial upgrades and will be paid for from the Water and Sewer Enterprise Fund. Even if this approach is eventually implemented, ACCGov will save more than $1.5 million in costs it would have otherwise invested in these sewer upgrades if the MOU did not exist.

20. Foundry Façade Easement: The IGA states "*Core shall grant a historic façade easement on the Foundry structure to a governmental body, charitable corporation, charitable association, or charitable trust approved by the Authority*." Section 3.6 of the Development Agreement requires the developer to grant a historic façade easement to a governmental body, charitable corporation, charitable association, or charitable trust approved by the ADDA prior to the issuance of a Certificate of Occupancy for the Core project.

21. ADDA Master Lease: Section 3.8 of the Development Agreement defines a two-year option for the ADDA to lease five thousand (5,000) square feet of retail space from the Developer pursuant to a master lease using preferential terms. This is not a requirement of the IGA. The master lease option is structured so the ADDA may sublease the space to a business or community partner as part of its broader mission to support the vitality of downtown. During the negotiations of this Development Agreement, the ADDA did ~~has~~ not identify~~ied~~ a need for this lease and ~~has~~ indicated there is moderate potential that this option expires with no action from the ADDA. However, at the December 9, 2025, work session, ADDA co-director David Lynn provided a response to a M&C question indicating that ADDA was likely to utilize this space in support of the Jackson Street Art Walk.

22. Property Tax Implication: The assessed value of the development is projected to increase from approximately $24M to at least $175M. If this change is realized under current millage rates, the approximate tax allocations from this project will be:

$ 33,000	ACCGov General Fund (TAD basis of $6M)
$ 820,000	East Downton TAD
$ 1,316,000	Clarke County School District
$ 70,000	Downtown Tax District
$ 2,239,000	**Combined Annual Property Taxes**

23. Abandonment of Former Roads: The title search for these properties does not reveal a clear history of roadway abandonment for inactive and redeveloped portions of Strong Street, Madison Avenue, Thomas Street, and Hoyt Street. It is possible that these roads were abandoned prior to the implementation of the current state law requirements or were never abandoned at all. Presently, these are not functioning roads, as the areas they used to occupy are located under buildings, landscape, and parking lots (**Attachment #13**).

    Section 2.4.1 of the Development Agreement requires "*Before the Closing Date, the Unified Government shall make its best reasonable efforts to obtain and/or execute all releases, quitclaim deeds, instruments or documents necessary to release, convey, cure, or abandon all such Title Defects and shall obtain all third-party approvals necessary to convey the ACC Conveyed Property with good and marketable and insurable fee simple title and not subject to Title Defects; and the Developer agrees to hold the Unified Government harmless if the Unified Government is unable to accomplish this condition."* To accomplish this, the M&C are being asked to Authorize appropriate staff to take all actions necessary and incidental for any road abandonments associated with the redevelopment of 295 E, Dougherty Street, including, but not necessarily limited to, serving and advertising notices of any proposed road abandonments.

    The process of quitclaim, as outlined in O.C.G.A Section 32-7-2, et. seq., and/or Section 7-502 of the Charter of Athens-Clarke County must be followed to abandon public roadways. Specifically, these sections of the State Code require ACCGov to:

    - Notify the public, through publication of a legal notice for 2 consecutive Fridays, of a Public Hearing to be held at a regularly scheduled meeting of the Mayor & Commission (M&C) to receive comments regarding the potential abandonment of the roadway;
    - Accept public comment at the M&C stated meeting regarding the proposed roadway abandonment; and
    - Take action to abandon the roadway. Certification of such affirmative action is to be in resolution form and recorded in the official minutes of the meeting.
    - Any deviation from the standard operating procedure of ACCGov for abandoned roadways and Rights of Way is substantiated in O.C.G.A. Section 7-502 regarding the transfer of property between government entities, Athens Downtown Development Authority being such an entity.

24. The 2023 Comprehensive Plan Update includes the following recommended strategies and policies that apply to the project:
    - *Policy: "Encourage the development of Downtown as a vibrant and diverse center for living, visiting, and doing business.*
    - *Strategy: Increase the amount of and provide access to affordable housing.*
    - *Strategy: Repair and replace infrastructure commensurate with physical depreciation.*

25. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:
    - Quality, Stable, Affordable Housing for All Goal, Strategy C: *Preserve and increase the supply of affordable rental housing.*
    - Built and Natural Infrastructure Goal, Strategy C: *Provide adequate funding for maintenance of existing and newly constructed infrastructure.*

OPTIONS:

1. Mayor and Commission:
    a. Approve a Development Agreement between CS Acquisitions Vehicle, LLC and the Athens Downtown Development Authority that defines the terms for a public-private-project for the redevelopment of land around 295 E. Dougherty Street (**Attachment #1**);
    b. Approve an Intergovernmental Agreement with the Athens Downtown Development Authority (**Attachment #2**) and second amendment to the Downtown Parking Management Agreement **(Attachment #3**) for the financing and operations of a future parking deck at Hoyt Street and North Avenue;
    ~~c. Adopt a resolution of the Mayor and Commission of Athens-Clarke County recommending rezoning of all or a portion of parcels located at 550 North Jackson Street, 293 Hoyt Street, and 295 E. Dougherty Street (**Attachment #4**);~~
    d. Authorize staff to negotiate and/or execute all related easements, including the granting of a tieback easement to integrate the new Hoyt Street Parking Deck with Lay Park (**Attachment #5**);
    e. Authorize appropriate staff to take all actions necessary and incidental for any road abandonments associated with the redevelopment of 295 E, Dougherty Street, including, but not necessarily limited to, serving and advertising notices of any proposed road abandonments; and,
    f. Authorize the Mayor and appropriate staff to execute the agreements and exhibits referred to herein in substantially the same form as attached this agenda item, provided, however, that the Attorney and the Manager shall be authorized to approve minor variations thereto which do not substantially alter the terms.

~~2. Mayor and Commission:~~
    ~~a. Approve a Development Agreement between CS Acquisitions Vehicle, LLC and the Athens Downtown Development Authority that defines the terms for a public-private-project for the redevelopment of land around 295 E. Dougherty Street (**Attachment #1**);~~
    ~~b. Approve an Intergovernmental Agreement with the Athens Downtown Development Authority (**Attachment #2**) and second amendment to the Downtown Parking~~

~~Management Agreement **(Attachment #3**) for the financing and operations of a future parking deck at Hoyt Street and North Avenue;~~

~~c. Adopt a resolution of the Mayor and Commission of Athens-Clarke County recommending rezoning of all or a portion of parcels located at 550 North Jackson Street, 293 Hoyt Street, and 295 E. Dougherty Street (**Attachment #4**);~~

~~d. Authorize staff to negotiate and/or execute all related easements, including the granting of a tieback easement to integrate the new Hoyt Street Parking Deck with Lay Park (**Attachment #5**);~~

~~e. Amend the Commission Defined Option approved on June 10, 2025, to designate at least one-half of the payment in lieu of inclusionary zoning funds to provide affordable housing options for low- and moderate-income residents of Census Tract 302 and remove the prior approved designation to Census Tracts 1509 and 1406;~~

~~f. Authorize appropriate staff to take all actions necessary and incidental for any road abandonments associated with the redevelopment of 295 E, Dougherty Street, including, but not necessarily limited to, serving and advertising notices of any proposed road abandonments; and,~~

~~g. Authorize the Mayor and appropriate staff to execute the agreements and exhibits referred to herein in substantially the same form as attached this agenda item, provided, however, that the Attorney and the Manager shall be authorized to approve minor variations thereto which do not substantially alter the terms.~~

3. Mayor and Commission do not approve a Development Agreement and the associated supporting documents.

DEPARTMENT RECOMMENDED ACTION: ~~Option #2 a, b, c, d, e, f, & g~~ Option #1 a, b, d, e,

DEPARTMENT: Manager's Office
Prepared by: Andrew Saunders



Andrew Saunders, Interim Assistant Manager

~~10/15/25~~
12/11/2025
Date

ADMINISTRATIVE COMMENTS: ~~The only variation between Option 1 and Option 2 is the addition of item in Option 2 to amend the previously approved CDO to designate at least one-half of the payment in lieu of inclusionary zoning funds to provide affordable housing options for low- and moderate-income residents of Census Tract 302 rather than the original CDO designation to Census Tracts 1509 and 1406. This is further described in Facts & Issues 8.~~ Option 2 is no longer recommended as the M&C addressed the census tract error in a Commission Defined Option on November 4, 2025.

ADMINISTRATIVE RECOMMENDATION: ~~Option #2 a, b, c, d, e, f, & g~~ Option #1 a, b, d, e, &



Bob Cowell, Manager

10/15/25
Date

ATTACHMENTS:

Attachment #1 – Development Agreement for 295 E. Dougherty Street
Attachment #2 – IGA with the ADDA for the Funding and Operations of a Future Parking Deck at Hoyt Street and North Avenue
Attachment #3 – Second Amendment to the Parking Management Agreement
~~Attachment #4 – Rezoning Resolution for Current and Future Public Properties~~
Attachment #5 – Tieback Easement Integrating the Hoyt Street Parking Deck with Lay Park
Attachment #6 - ADDA Letter Requesting IGA Modification
Attachment #7 – MOU for Phase I North Oconee River Sanitary Sewer Interceptor Improvements
Attachment #8 – Amended IGA with the ADDA for the Redevelopment of Public Properties Along Jackson Street
Attachment #9 – Core On-Site Playground Concept
Attachment #10 – Future Land Use Map Designations for Tracts 1406 and 1509
Attachment #11 – Future Land Use Map Designations for Tract 302
Attachment #12 – Proposed Public Use Easements
Attachment #13 – Survey Depicting Former Roadways Requiring Abandonment

Attachment #14 – Work Session Presentation

Attachment #1 - Development Agreement for 295 E. Dougherty Street

Development Agreement

This Development Agreement is made this ___ day of _____, 2025 (the **Effective Date**") by and among CS Acquisition Vehicle, LLC (the "**Developer**"), The Unified Government of Athens-Clarke County (the "**Unified Government**"), and the Downtown Athens Development Authority (the "**Authority**").

WHEREAS, the Unified Government is a political subdivision of the State of Georgia, and the Authority is a public body corporate and politic created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, et seq. (the "**Act**");

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia authorizes the Authority to promote and further the public purposes of developing trade, commerce, industry, and employment opportunity within Athens-Clarke County, Georgia;

WHEREAS, the Unified Government has the right to acquire, construct, lease, own, regulate, operate, open or extend parking areas, parking buildings together with facilities or buildings used for any combination thereof and the right to contract with other political subdivisions for the joint use of any such facilities pursuant to O.C.G.A. § 36-34-3;

WHEREAS, the Authority has the power to make and execute contracts, agreements and other instruments necessary or convenient to exercise the powers of the Authority including contracts of construction for projects, contracts with respect to the use of projects; and to acquire by purchase, lease or otherwise to hold, lease and dispose of personal property of every kind or character or any interest, in furtherance of the public purpose of the Authority pursuant to O.C.G.A. § 36-42-8;

WHEREAS, the Unified Government has the power to acquire by gift or by purchase to construct, reconstruct, to improve, to better and to extend any water system or sewage system or both pursuant to O.C.G.A. § 36-34-5(a);

WHEREAS, the Unified Government owns and controls the 1.530-acre tract of land identified and described as Tract A and the 1.216-acre tract of land identified and described as Tract B on that plat of survey attached hereto as Exhibit 2.1 (together the "**ACC Conveyed Property**");

WHEREAS, the Developer is a private developer that desires to develop the ACC Conveyed Property in a manner consistent with the Athens Downtown Master Plan 2030 and would enhance Athens-Clarke County's downtown district; develop trade, commerce, industry, and employment opportunities within Athens-Clarke County and revitalize the ACC Conveyed Property; would increase levels of affordable housing; provide private investment in public infrastructure; increase connectivity and pedestrian access in the downtown district; provide open and plaza spaces for the public; increase available parking for the Authority; increase existing commercial retail spaces; preserve the existing Foundry Building; preserve the historic Hoyt

House by relocating it onto property approved by the Unified Government; and would further promote public purposes and develop trade, commerce, industry and employment opportunities in Athens- Clarke County;

WHEREAS, the Developer controls the 0.902-acre tract of land identified and described as Tract C on that plat of survey attached hereto as Exhibit 2.2 (the "**Parking Deck Parcel**");

WHEREAS, Developer desires to use the 1.530-acre tract of land identified and described as Tract A, the 1.216-acre tract of land identified and described as Tract B, and the 2.899-acre tract of land identified and described as Tract C on that plat of survey attached hereto as Exhibit 2.1 which, when combined, will be a 5.645-acre tract known as "**Core Property"** for a mixed-use multi-family and retail development;

WHEREAS, the Developer will design, construct, schedule, finance, complete, own, lease and operate the Core Project, as hereinafter defined;

WHEREAS, the Developer shall convey the Parking Deck Parcel to the Authority and will design, construct, schedule, finance, and complete the Parking Deck Project (defined below), which will be owned and operated by the Authority subject to the terms of this Agreement;

WHEREAS, the Developer will pay for the expense of constructing Two Hundred Twenty-Five (225) parking spaces out of total of Four Hundred Twenty-Five (425) parking spaces within the Parking Deck Project as part of the value exchanged with the swap of the ACC Conveyed Property and the Parking Deck Parcel;

WHEREAS, the combined project will have impacts on the parking availability, playground, circulation, and viewshed of Thomas Lay Park, which the Developer seeks to mitigate, where possible;

WHEREAS, the Unified Government and the Authority shall enter a (1) management agreement detailing the operations of the Parking Deck Project; (2) an agreement prescribing or establishing the use and design of the Parking Deck Parcel; and (3) an agreement for financial support to the Authority, as further described in the Intergovernmental Agreement attached hereto as Exhibit "A" (the "**IGA**");

WHEREAS, the Unified Government and the Developer entered into a Memorandum of Understanding on July 1, 2025 (the "**Sewer MOU**"), for the improvements to the Unified Government's sewer system but the Sewer MOU is conditioned on, among others, the execution of this Agreement and the Developer's acquisition of the ACC Conveyed Property;

WHEREAS, the Unified Government and the Authority entered into an Intergovernmental Agreement on June 17, 2025 authorizing the Authority to negotiate this Agreement subject to the terms and conditions contained therein; and

WHEREAS, the Unified Government and the Authority find that entering into this Agreement promotes public purposes and promotes the development of trade, commerce, industry and employment in Athens-Clarke County and that Athens-Clarke County will receive substantial benefits from this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and detailed in the aforementioned recitals, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the Unified Government, the Authority, and the Developer agree as follows:

ARTICLE I
BACKGROUND.

The recitals beginning with "WHEREAS" above—including all documents referenced in such recitals—provide important and necessary context and are integral to this Agreement; therefore, such recitals are hereby incorporated herein by reference. All documents referenced in the recitals should be read in conjunction with this Agreement to ascertain the full understanding between the parties hereto.

ARTICLE II

LAND TRANSACTION; ZONING; ESCROW

2.1 Combination of ACC Conveyed Property. The Unified Government has reviewed and approved the Subdivision Plat of the ACC Conveyed Property attached hereto as Exhibit 2.1 ("**ACC Subdivision Plat**"), and the Unified Government shall subdivide 1.530-acre tract of land identified and described as Tract A as shown on the ACC Subdivision Plat within thirty (30) days of the Effective Date, subject to the removal of any deed restrictions that would prohibit the transfer of the ACC Conveyed Property.

2.2 Subdivision of Parking Deck Parcel. The Unified Government, the Authority, and the Developer have reviewed and hereby approve the **"Parking Deck Subdivision Plat**" attached hereto as Exhibit 2.2 and incorporated herein by this reference. The Developer shall subdivide and the Unified Government will accept the subdivision of the Parking Deck Parcel within ninety (90) days of the Effective Date.

2.3 Recombination of Core Property. The Unified Government, the Authority, and the Developer hereby approve the combination of the 1.530-acre tract of land identified and described as Tract A, the 1.216-acre tract of land identified and described as Tract B, and the 2.899-acre tract of land identified and described as Tract C all as shown on the ACC Subdivision Plat which, when combined, at Closing will be known as the Core Property for a

mixed-use multi-family and retail development. The Developer shall record a recombination plat at Closing.

2.4 Transfer of ACC Conveyed Property to Authority. The Unified Government shall bargain, sell, remise, release and convey good, marketable and insurable title to the ACC Conveyed Property to the Authority by Limited Warranty Deed in the form attached hereto as Exhibit 2.4. The Authority shall hold title to the ACC Conveyed Property subject to and conditioned upon the terms of this Agreement. The Authority accepts the ACC Conveyed Property "as-is, where-is" and "with all faults," without representations, warranties, or covenants, express or implied, of any kind or nature except as expressly set forth in this Agreement. The Unified Government finds that the transfer of the ACC Conveyed Property pursuant to this Agreement is in the public interest and the Unified Government shall cause notice of this exchange in the official organ of the Unified Government of Athens-Clarke County once a week for four weeks preceding Closing in compliance with O.C.G.A. § 36-7-6 and O.C.G.A. § 36-9-3(3)(D) and Section 7-502 of the Unified Government's Charter.

2.4.1 Title Defects and Third-Party Approvals. The ACC Conveyed Property is currently subject to the following "**Title Defects**": (a) that Deed Restriction dated April 18, 1975 recorded in Deed Book 388, Page 970 of the Athens-Clarke County Clerk of Superior Court Property Records; (b) that parcel of land vested in the Clarke County School District identified as Parcel 19-C as shown on that plat titled "City of Athens-Urban Renewal Authority Project R-51- Parcel 10 & 10A", prepared by Ben McLeroy, Registered Land Surveyor No. 1184, dated May 7, 1971, revised September 6, 1977, revised February 20, 1978; and (c) those rights of way and easement rights owned by the Unified Government which the Unified Government finds serve no substantial public purpose or that their removal from the county road system is otherwise in the best interest, are not needed for public purposes, have no readily ascertainable monetary value, and are depicted and described on Exhibit 2.4.1 attached hereto. Before the Closing Date, the Unified Government shall make its best reasonable efforts to obtain and/or execute all releases, quitclaim deeds, instruments or documents necessary to release, convey, cure, or abandon all such Title Defects and shall obtain all third-party approvals necessary to convey the ACC Conveyed Property with good and marketable and insurable fee simple title and not subject to Title Defects; and the Developer agrees to hold the Unified Government harmless if the Unified Government is unable to accomplish this condition.

2.5 Transfer of ACC Conveyed Property to Developer. The Authority shall bargain, sell, remise, release and convey good, marketable and insurable title to the ACC Conveyed Property to the Developer by Limited Warranty Deed in the form attached hereto as Exhibit 2.5 and the

Developer shall hold title to the ACC Conveyed Property subject to and conditioned upon the terms of this Agreement. Provided that all Title Defects have been cured, the Developer accepts the ACC Conveyed Property "as-is, where-is" and "with all faults," without representations warranties, or covenants, express or implied, of any kind or nature except as expressly set forth in this Agreement.

2.6 Transfer of the Public Parking Deck Parcel to Authority. The Developer shall bargain, sell, remise, release and convey good, marketable and insurable title to the Parking Deck Parcel, free and clear of any and all monetary liens encumbering the Parking Deck Parcel, to the Authority by Limited Warranty Deed in the form attached hereto as Exhibit 2.6 and the Authority shall hold title to the Parking Deck Parcel subject to and conditioned upon the terms of this Agreement. The Authority accepts the Parking Deck Parcel "as-is, where-is" and "with all faults," without representations warranties, or covenants, express or implied, of any kind or nature except as expressly set forth in this Agreement; provided, however, that Developer shall cure any and all matters of title that would be a monetary encumbrance or lien with priority over the Authority's title to the Parking Deck Parcel..

2.7 Rezoning ACC Conveyed Property. The Unified Government shall initiate an action to rezone the ACC Conveyed Property from its Government (G) zoning classification to another zoning classification by recommending and requesting that the Athens-Clarke County Planning Commission review and consider an application to rezone the ACC Conveyed Property at the next regularly scheduled meeting of the Athens-Clarke County Planning Commission immediately succeeding the Effective Date, subject to the requirements of Title 9 of the Code of Athens-Clarke County, Georgia, and the Zoning Procedures Law, O.C.G.A. §§ 36-66-1, et seq. The Authority or the Unified Government's Manager or his designee may operate as the applicant for such zoning action. The Unified Government's obligation to initiate a rezone for the ACC Conveyed Property will be discharged if the Authority initiates and completes a rezone of the ACC Conveyed Property from Government (G) zoning classification to Commercial-Downtown (C-D) zoning classification before the Effective Date.

2.8 Rezoning of the Public Parking Deck Parcel. No later than thirty (30) days after the Closing Date, the Unified Government shall initiate an action to rezone the Parking Deck Parcel to another zoning classification by recommending and requesting that the Athens-Clarke County Planning Commission review and consider an application to rezone the Parking Deck Parcel, subject to the requirements of Title 9 of the Code of Athens-Clarke County, Georgia, and the Zoning Procedures Law, O.C.G.A. §§ 36-66-1, et seq. The Authority or the Unified Government's Manager or his designee may operate as the applicant for such zoning action. The use and design of the Parking Deck Parcel shall be prescribed or established by the IGA.

2.9 Closing. The conveyances required by this Agreement shall occur at "**Closing**." The Closing shall occur on the ninety-first (91st) day after the Effective Date (the "**Closing Date**"). Unless

otherwise agreed by the Parties, the Closing shall take place at Fortson, Bentley, and Griffin, P.A., 2500 Daniell's Bridge Road, Building 200, Suite 3A, Athens, GA 30606 or a title company selected by the Developer.

2.10 Escrow Payment. At Closing, the Developer shall pay the amount of $4,700,000.00 ("**Parking Deck Escrow Payment**") to the Authority and the Authority shall hold the Parking Deck Escrow Payment pursuant to that Disbursement Agreement attached hereto as Exhibit 2.10. The Parking Deck Escrow Payment is equal to the appraised fair market value of the ACC Conveyed Property minus the appraised fair market value of the Parking Deck Parcel as determined by those appraisals attached hereto as Exhibit 2.10(a) and Exhibit 2.10(b), which are approved by all parties. The Unified Government and the Authority hereby approve the value of the exchange of properties under this Agreement.

2.11 Conditions to Close. The Developer's obligations under this Agreement are conditioned on the fulfillment of the following conditions prior to or at the Closing Date:

(a) Enforceability opinions from counsel from the Unified Government on the IGA and from note counsel from the Authority on the Note described in Section 4.14 of this Agreement;

(b) The execution and delivery of the Note for the repayment of the Parking Deck Reimbursement, as described in Section 4.14 of this Agreement;

(c) The Unified Government has published notice as required by Section 2.4 of this Agreement;

(d) Developer acquires title to the Parking Deck Parcel and the Core Property;

(e) The completion of the subdivision of the ACC Conveyed Property and Parking Deck Parcel and Combination of the Core Property as required by Sections 2.1, 2.2, and 2.3 have been completed;

(f) All Title Defects have been cured;

(g) The ACC Conveyed Parcel has been rezoned to a Commercial-Downtown (C-D) zoning designation; and

(h) The Unified Government and the Authority deliver such documents, instruments, or items required by Developer and/or Developer's title insurer to permit the issuance of an owner's policy of title insurance in favor of

Developer insuring the ACC Conveyed Property subject only to such exceptions to title as may be acceptable to Developer in its sole discretion.

In the event these conditions to Close are not satisfied, the Developer shall have the right to waive any outstanding conditions, or to grant extensions to the Closing Date by providing written notice to the Unified Government and the Authority to a date no later than the expiration of the Sewer MOU. The Developer reserves the right to extend the Closing Date multiple times before the expiration of the Sewer MOU so long as the conditions to Close are unsatisfied and the Authority and the Unified Government acknowledge and agree that the conditions to Close may only be waived by express written notice from the Developer.

2.12 **Hoyt Street.** No later than sixty (60) days after a Certificate of Occupancy is issued for the Core Project, Core shall grant the Unified Government an approximately 50 foot (+/-) a right of way easement in substantially the same form as Exhibit 2.12 attached hereto, provided that the Unified Government's Manager or his designee may administratively approve minor deviations to said easement. For a period of three (3) years after the issuance of the Certificate of Occupancy for the Core Project, the Unified Government shall have an option to purchase the right of way of said easement area from the Developer upon payment of One Dollar ($1.00). Notwithstanding the grant of this easement or the Unified Government's acquisition of the right of way, the approved density of the Core Project shall not be impacted and the Core Project shall be deemed legal nonconforming and said nonconformity may not be terminated by the Unified Government unless or until the Core Project is voluntarily abandoned by the Developer or its successor in interest.

ARTICLE III

CORE PROJECT

3.1 Development of the Core Project. The Developer will design, construct, schedule, finance, complete, own, lease, and operate the Core Project on the Core Property as described in this Agreement. The anticipated completion date of the Core Project will be August 1, 2028.

3.2 Plans for Mixed-Use Multi-Family Project. The Developer shall apply for all permits for its project (the "**Core Project**") in substantially the same form as those plans, elevations, and renderings depicted in Exhibit 3.2 attached hereto provided that minor deviations may be approved administratively by the Unified Government's Manager or his designee during permitting and plans review (the "**Core Plans**"). Upon the Developer's posting of all bonds required by this Agreement and the Sewer MOU, the Developer may apply for all permits required for the Core Project and the Unified Government shall begin reviewing applications for a land disturbance permit even if the zoning action to rezone the ACC Conveyed Property

has not yet been completed and the Combination Plat has not yet been recorded, provided that no Certificates of Occupancy will issue for the Core Project until the Delivery Date, as hereinafter defined, and Developer's completion of the Sewer Improvements as hereinafter defined. and the final plats and associated easements are recorded. Notwithstanding the foregoing, Certificates for Occupancy may issue for the Core Project if the Unified Government has not selected the art for the Mural (defined below) within eighteen (18) months of the Effective Date, provided that the Developer shall promptly grant the Artistic Mural Easement upon the selection of the art to be contained on the Mural.

3.3 Inclusionary Zoning. The Developer shall submit the Core Project to the Unified Government's inclusionary zoning ordinance and the Developer may satisfy its obligations under said ordinance with the payment in-lieu option, to the extent permissible by applicable law. The Developer shall be entitled to all benefits and incentives of the inclusionary zoning ordinance in effect as of the Effective Date. The Developer agrees to cooperate with the Unified Government's efforts to utilize one-half (1/2) of the payment in lieu paid by the Developer to be utilized in Census Tracts Nos. 13059150900 and 13059140600, on the eastern side of Athens-Clarke County, Georgia, to provide affordable housing options for low- and moderate-income residents of said census tracts.

3.4 Pedestrian Connections. The Core Project shall include ADA-compliant pedestrian connections from the Parking Deck at-grade to the Lay Park Community Center Building and to the intersection of North Avenue and Dougherty Street as shown on the Core Plans. Before a Certificate of Occupancy is issued for the Core Project, the Developer shall grant to the Authority an easement for pedestrian ingress and egress in substantially the same form as Exhibit 3.4 attached hereto. The Unified Government's Manager or his designee may administratively approve minor deviations to said pedestrian connections and easement during permitting and plans review.

3.5 Public Plazas and Playground. The Developer will contribute the assessed playground equipment replacement cost of $275,000 to the Unified Government at the time building permits are issued for the Core Project. The Unified Government will use this funding to create a new playground within Lay Park. The Core Project shall include ADA-compliant public plazas along Jackson Street and a playground as shown on the Core Plans. Before a Certificate of Occupancy is issued for the Core Project, the Developer shall grant to the Unified Government an easement for the use and enjoyment of said public plazas and playground in substantially the same form as Exhibit 3.5 attached hereto. The Unified Government's Manager or his designee may administratively approve minor deviations to said plazas and easement during permitting and plans review.

3.6 Historic Façade Easement. Before a Certificate of Occupancy is issued for the Core Project, Developer shall grant an Historic Façade Easement on the Foundry Structure to a governmental

body, charitable corporation, charitable association, or charitable trust approved by the Authority. in substantially the same form as Exhibit 3.6 attached hereto. The Unified Government's Manager or his designee may administratively approve minor deviations to said Historic Façade Easement during permitting and plans review.

3.7 Artistic Mural Easement. Before a Certificate of Occupancy is issued for the Core Project, the Developer shall grant the Unified Government an artistic installation easement for a mural totaling a minimum of One Thousand (1,000) square feet of wall frontage of the Development facing Jackson Street as more particularly described on Exhibit 3.7 attached hereto (the "**Artistic Mural Easement**"). The content of the "**Mural**" (as defined in the Artistic Mural Easement) will be subject to the reasonable approval of the Developer. The Developer and Unified Government may mutually approve deviations from this requirement in writing to allow for an alternative artistic installation if acceptable to both Parties. The Unified Government's Manager or his designee may administratively approve minor deviations to said Artistic Mural Easement during permitting and plans review. In the event the Unified Government has not selected the art for the Mural within eighteen (18) months of the Effective Date, the Core Project may be issued a Certificate of Occupancy provided that the Developer shall promptly grant the Artistic Mural Easement upon the selection of the art to be contained on the Mural.

3.8 Authority Master Lease. The Authority shall have the option to lease five thousand (5,000) square feet of retail space from the Developer pursuant to a master lease containing the following material terms

i. Rent at Fifteen Dollars per square foot per year, triple-net ($15.00/sf NNN), paid in monthly installments.
ii. Ten year lease term with two (2) five-year extensions
iii. Annual Rent escalations of 2.5%
iv. A tenant improvement allowance of $40.00/sf
v. The Authority may sublease portions of the retail space with Developer's reasonable approval with a sublease approved by the Developer.
vi. Rent shall be due only for those portions of the retail space that have been subleased, starting one hundred twenty (120) days after the date of such Sublease, and only if such rent is actually paid by sublessees.
vii. Developer may direct the Authority to evict its sublessees for nonpayment of rent or any other action of sublessee that would constitute a default under the Master Lease if the Authority's sublessees fail to cure their default after a period of ninety (90) days.

The Authority may exercise this option by providing written notice to the Developer and this option shall expire if not exercised within two (2) years after issuance of the Certificate of Occupancy for the Core Project.

3.9 Core Logistics Plan. The Authority hereby acknowledges the logistics plan for the Core Project (the "**Core Project Logistics Plan**") attached hereto as Exhibit 3.9. The Parties agree to cooperate in all respects to obtain all road closure permits, temporary easements, crane swing licenses, and other items necessary to permit such logistics plan to the greatest possible extent. This logistics plan is subject to review and approval by the Unified Government during the plans review process, which may necessitate changes to ensure the safety, security, and access to The Core Project or adjacent sites.

ARTICLE IV

PARKING DECK PROJECT

4.1 Engagement of Developer. The Unified Government and the Authority find there are unique circumstances in that there is only one source for the construction of a parking deck on the Parking Deck Parcel because: (a) the Developer presently controls the Parking Deck Parcel and is the sole source of acquiring title to the Parking Deck Parcel; (b) the Developer is the only person or entity that can convey title to the Parking Deck Parcel to the Authority; (c) the Developer is the only person or entity that can design, construct, and finance the Parking Deck Project in accordance with the Parking Deck Plans, the Parking Deck Budget, the Approved Project Schedule, and the Parking Deck Reimbursement; (d) the Developer is the sole source of the Sewer Improvements and (e) the Parking Deck Parcel is uniquely located to provide parking for public facilities in the vicinity such as the Classic Center, Lay Park, the Lyndon House, and for residents, employees, customers, and guests of Downtown Athens. The Unified Government and the Authority find that the Developer's uniqueness in being able to convey the Parking Deck Parcel and design, construct, and finance Parking Deck Project in accordance with the Parking Deck Plans, the Parking Deck Budget, the Approved Project Schedule, and the Parking Deck Reimbursement are substantially related for the design, construction, and financing of the Parking Deck Project; and no other person or entity can perform the Unified Government and the Authority's desired objectives in constructing the Parking Deck Project on the Parking Parcel other than the Developer. The Authority hereby engages Developer to procure the services related to the design, initial development, and construction of a parking deck on the Parking Deck Parcel containing Four Hundred Twenty-Five (425) parking spaces; provided, however, the Authority and the Unified Government may reduce the total number of parking spaces to provide additional ADA accessible spaces and the grade-level connection from the Parking Deck to the park (the "**Parking Deck Project**"). The Developer shall procure, coordinate, administer, supervise, and cause the implementation of all aspects of planning, preparation, design, engineering (including hydrological, traffic, civil, environmental, landscape, soils, and structural), architectural work, and all construction and non-construction activities for the diligent, professional, planning and construction of the Parking Deck Project in accordance with the Parking Deck Plans, the Parking Deck Budget, and the Approved Project Schedule. The Developer shall use commercial reasonable efforts to

perform such other aspects and things as may be required in accordance with this Agreement for the full and complete supervision and coordination of the planning, design, development, and construction of the Parking Deck Project at its sole cost expense.

4.2 Architect. Developer has hired Northworks Architects & Planners, LLC (the "**Architect**") to provide Architectural Services for the Parking Deck Project and the Authority acknowledges and consents to the selection of the Architect to provide Architectural Services and to the preapproved form of contract for Architectural Services attached hereto as Exhibit 4.2, subject to modifications subsequently required by the Unified Government or the Authority to the pre-approved form of contract for the Architectural Services before execution. The Developer may change the Architect only if approved by the Authority and the Unified Government and in such event the approved Development Budget shall be amended to recognize any cost savings related to such change.

4.3 Contractor. Developer has hired Juneau Treehouse, LLC (the "**Contractor**") to provide general contracting and design-build services for the Parking Deck Project and the Authority acknowledges and consents to the selection of the Contractor and to the preapproved form of "**Construction Contract**" attached hereto as Exhibit 4.3, subject to modifications subsequently required by the Unified Government or the Authority to the pre-approved form of contract for the Architectural Services before execution. The Developer may hold such Construction Contract through an affiliate under common control with Developer. The Developer may change the Contractor only if approved by the Authority and the Unified Government and in such event the approved Parking Deck Budget shall be amended to recognize any cost savings related to such change.

4.4 Parking Deck Plans. The Authority hereby approves the Plans for the Parking Deck Project attached hereto as Exhibit 4.4 (the "**Parking Deck Plan**s"). The Unified Government intends to approve the Parking Deck Plans subject to minor deviations that may be requested by Unified Government staff for compliance with building, fire and life safety codes provided, however, that based upon the proposed "G" or "Government" zoning designation for the Parking Deck Parcel, the Unified Government expressly as follows: (a) the Parking Deck Parcel shall not be subject to a requirement for ground floor commercial space; (b) parking in excess of 50 percent on the ground floor will be permissible; (c) the Parking Deck Plans may contain deviations from other design regulations and ordinances that would otherwise apply to the Parking Deck Parcel but for its "G" zoning designation; and (d) the use and design of the Parking Deck Parcel shall be established by the IGA. The Parking Deck Plans shall be the property of the Authority (regardless of whether this Agreement is terminated for any reason prior to the completion of all Parking Deck Project Work hereunder). Subject to payment of all sums due to the Architect, the Architect will irrevocably transfer, convey and assign all rights, title and interest, including, without limitation, all common law, statutory, intellectual property

and other reserved rights, including copyrights with respect to all such drawings, specifications and other documents so prepared. Upon completion of the Parking Deck Project or upon the earlier request of Authority and upon payment of all sums due to the Architect by the Developer, Developer will cause to be delivered to the Authority and the Unified Government originals and reproducible copies, together with a computer set of all documents and CAD disks reasonably compatible with Authority's software, prepared by, under or through the Architect.

4.5 Parking Deck Budget. The Authority hereby approves the Parking Deck Budget attached hereto as Exhibit 4.5 (the "**Parking Deck Budget**"). With the exception of Developer's right to receive condemnation proceeds from a partial taking as described in Section 7.5 of this Agreement, the Developer shall be responsible for any cost in the design or construction, or both of the Parking Deck Project that exceeds the Parking Deck Budget. The Developer shall have no right to seek reimbursement from the Authority or the Unified Government for such cost overruns.

4.6 Parking Deck Schedule. The Authority hereby approves the Development Schedule for the Parking Deck attached hereto as Exhibit 4.6 ("**Approved Project Schedule**"). The Approved Project Schedule shall automatically be adjusted to start on the day that permits for the Public Parking Deck Project are issued. The Approved Project Schedule shall be subject to extension for Force Majeure Delay (as that term is defined in the Construction Contract), unknown underground conditions that are not reasonably foreseeable by the parties. The Approved Project Schedule may also be changed from time to time upon prior written approval by Authority (with copy to the Unified Government) of a change requested by Developer. Within **ten (10) days** after the receipt of any request by Developer for any such change, the Authority shall notify Developer of its approval or disapproval of such proposed change, and the reasons and nature of any disapproval which shall not be unreasonably withheld. If the Authority does not disapprove the proposed change within ten (10) days, the proposed change shall be deemed approved by the Authority; alternatively, the Unified Government may respond on the Authority's behalf within said ten (10) day period. Notwithstanding anything herein to the contrary, Developer shall complete design and construction of the Parking Deck Project Four Hundred Seventy Seven (477) days after issuance of full building permits, and any adjustment to the GMP in the Construction Contract due to unknown underground conditions shall be reduced to a change order pursuant to the Construction Contract, which shall be subject to the prior written approval of the Authority and the Unified Government.

4.7 Permits. Except where prohibited by law, Developer or the Contractor shall be the applicant for any and all required permits. Developer or the Contractor shall coordinate and manage all professional and technical services required in connection with the preparation and filing of applications for and obtaining all required permits. Developer or the Contractor shall be

responsible for diligently preparing and filing all applications for, and pursuing and obtaining the permits. The Authority shall cooperate with and assist Developer and the Contractor in securing the permits. The Authority shall act or join as applicant for any of the permits when required. Developer shall use all reasonable efforts to obtain any permits required to commence construction of the Parking Deck Project at a time consistent with the Approved Project Schedule. If, despite such efforts, any permits for the Project required to be obtained before commencement of construction have not been obtained or could not have been obtained at a time consistent with the Approved Project Schedule then Developer shall diligently proceed to exercise reasonable efforts to obtain any such permits as promptly as possible, and the Approved Project Schedule shall be adjusted to reflect all additional time of no more than 60 days which will be required for the performance of any of the duties or obligations of Developer under this Agreement as a result of the delay in obtaining the permits, as the case may be.

4.8 Logistics Plan. The Unified Government and the Authority hereby approve the Logistics Plan attached hereto as Exhibit 4.8 (the "**Logistics Plan**"). The Parties further agree to cooperate in all respects to obtain all road closure permits, temporary easements, crane swing licenses, and other items necessary to implement the Logistics Plan to the greatest possible extent. This logistics plan is subject to review and approval by the Unified Government during the plans review process, which may necessitate changes to ensure the safety, security, and access to The Parking Deck Project or adjacent sites.

4.9 Performance Bond. The Developer shall post, or shall cause the Contractor to post, a performance bond equal to One Hundred Twenty Percent (120%) of the Approved Project Budget as security for Developer's obligation to construct the Parking Deck Project in accordance with the Parking Deck Plans. Upon posting the bond, the Unified Government shall issue all approved permits required for the Core Project provided that no Certificates of Occupancy shall issue until the Sewer Improvements are completed. The Performance Bond shall be issued on the AIA 312 - 2010 bond forms by a surety licensed to do business in Georgia with an A.M. Best rating of not less than A- (Excellent) or equivalent. Provided that the Authority and Unified Government execute a multiple obligee rider in substantially the same form as Exhibit 4.9, the Performance Bond shall name the Authority and the Unified Government as obligees of the bond.

4.10 Payment Bond. The Developer shall post, or shall cause the Contractor to post, a payment bond equal to One Hundred Twenty Percent (120%) of the Approved Project Budget as security for Developer's obligation to pay all contractors, laborers, materialmen, or others for labor or materials rendered completing the Parking Deck Project in accordance with the Parking Deck Plans. Upon posting the bond, the Unified Government shall issue all permits required for the Core Project provided that no Certificates of Occupancy shall issue until the Sewer

Improvements are completed. The Payment Bond shall be issued on the AIA 312 - 2010 bond forms by a surety licensed to do business in Georgia with an A.M. Best rating of not less than A- (Excellent) or equivalent. Provided that the Authority and Unified Government execute a multiple obligee rider in substantially the same form as Exhibit 4.9, the Payment Bond shall name the Authority and the Unified Government as obligees of the bond.

4.11 Progress and Delivery. The Parking Deck Project shall be constructed by the Contractor pursuant to the Parking Deck Plans under the oversight of Developer as monitored and reviewed by the Architect, in accordance with the terms and provisions of this Agreement. Developer agrees to do all things and perform all acts to enforce all provisions of the Construction Contract and any other agreements that are in the best interest of the public and the Parking Deck Project to ensure that all Work is accomplished in a workmanlike manner and all materials are in accordance with those specified within the Parking Deck Plans. The Developer shall provide monthly progress reports to the Authority and the Unified Government during construction of the Parking Deck Project, and shall provide the Authority and the Unified Government at least sixty (60) days written notice of the Delivery Date ("**Delivery Date**" means Final Completion of the Parking Deck Project as that term is defined in the Construction Contract for the Parking Deck Project). On or before the Delivery Date, Developer shall obtain a Certificate of Occupancy from the Unified Government provided that Developer may extend the Delivery Date if corrective action is required by the Unified Government prior to the issuance of the Certificate of Occupancy. Developer shall control access to the Parking Deck Parcel and shall provide all required insurance coverage on the Parking Deck Parcel before the Delivery Date. The Developer shall provide safe ingress and egress to the Parking Deck Parcel as of the Delivery Date. After the Delivery Date, the Authority and/or the Unified Government shall control access to the Parking Deck Parcel and shall provide all required insurance coverage on the Parking Deck Parcel.

4.12 Release Date. Within one hundred twenty (120) days of the Delivery Date (the "**Release Date**"), Developer shall transfer and assign any warranties and operating manuals for the Parking Deck Project to the Authority and provide all lien waivers for the Parking Deck Project to evidence payment in full. The Authority consents to preapproved form of this assignment attached hereto as Exhibit 4.12.a and lien waivers attached hereto as Exhibit 4.12.b. On the Release Date, all Bonds posted by the Developer shall be released to the Developer, and the Authority consents to the preapproved form of this release attached hereto as Exhibit 4.12.c.

4.13 Insurance.

4.13.1 Developer's Insurance Obligations Before Delivery Date. Until the Delivery Date, the Developer shall (a) obtain and maintain in full force and effect a valid

policy or policies of commercial general liability insurance in the amount of at least Two Million Dollars ($2,000,000) per occurrence for bodily injury, death and for property damage arising out of the Parking Deck Parcel with the Authority and the Unified Government named as an additional insured; and (b) obtain a Builder's Risk Policy to be made payable to the Developer with the policy amount should be equal to 100% of the Contract Sum as defined in the Construction Contract, written on a Builder's Risk "All Risk," or its equivalent. The Authority and the Unified Government shall be named as Additional Insureds under all policies required to be obtained by the Developer pursuant to this Agreement.

4.13.2 Authority's Insurance Obligations After Delivery Date. After the Delivery Date and until the Authority Parking Deck Reimbursement is paid in full, the Authority and/or Unified Government shall obtain and maintain in full force and effect with regard to the Parking Deck Parcel: (a) a valid policy or policies of commercial general liability insurance in the amount of at least Two Million Dollar ($2,000,000) per occurrence for bodily injury, death and for property damage arising out of the Parking Deck Parcel with the Developer named as an additional insured; and (b) valid policy or policies of insurance which insures 100% of the full replacement costs of the Parking Deck Project, and which shall, at a minimum, include vandalism, malicious mischief and normal extended coverage risks. Coverage must be written on a replacement costs basis without deductions for depreciation. The policy shall insure against loss or damage to the Parking Deck Project by fire and other such casualties as ae included in all risk replacement cost commercial property insurance coverage and shall provide for deductibles of not more than $50,000, or such other coverages and limits as the parties reasonably approve.

4.13.3 Additional Insurance Requirements. All required insurance policies shall provide that coverage provided to any additional insured party shall not be invalidated or subject to cancellation by reason of any act of negligence of the named insurance party nor any breach or violation by the named insured of any warranties, declarations or covenants contained in such policies. Each party shall give the other party prompt prior written notice of any cancellation or expiration or reduction or material change in coverage thereof under the policies or policies. The parties shall furnish each other with certificates that required insurance is full force and effect

4.13.4 Waiver. The Developer and the Authority each waive any rights of action for negligence against the other party's officers, directors, partners, employees, agents, representatives, successors and assigns which may arise during the Term

for damage to the Parking Deck Project or the property therein, resulting from any fire or other casualty covered by the parties' insurance requirements to the extent such insurance is now, or at the time of such damage, carried by the parties. All property insurance policies affecting all or any portion of the Parking Deck Parcel shall contain a waiver of subrogation by the insurer confirming the foregoing waiver by the Authority and the Developer, as applicable, shall not invalidate such property insurance policy.

4.14 Authority's Reimbursement of Parking Deck Construction. Upon the Release Date, Developer shall provide the Authority with the "**Reconciled Project Costs**" which shall be equal to the sum of all costs related to the Parking Deck Project less any payments for liquidated damages actually received by the Developer pursuant to the Construction Contract. The Authority shall pay to the Developer the "**Parking Deck Reimbursement**" which shall have a beginning balance equal to the lesser of (a) $8,100,000 (b) the Approved Project Budget multiplied by 53% (225/425), or (c) the Reconciled Project Costs multiplied by 53% (225/425). The Parking Deck Reimbursement shall be payable to the Developer in monthly installments beginning on last day of the month starting on January 31 the year after the certificate of occupancy for the Core Project is issued and continuing over 180 months at a rate of 5% compounding monthly over a 15-year term, and the Authority shall execute a Promissory Note in substantially the same form as Exhibit 4.14.a (the "**Note**") provided that there shall be no prepayment penalty. The Authority's obligations on the Note shall be backed by an agreement with the Unified Government as it pertains to the management and revenues for downtown parking and the "**Contract Payments**" (as defined in the Note and Note Resolution) as further described in the "**Note Resolution"** attached hereto as Exhibit 4.14.b. Beginning on January 15th the year after the certificate of occupancy for the Core Project is issued and continuing for a total of 180 months, the Unified Government shall provide financial support to the Authority by paying a sum each month not to exceed $63,932.67, as stipulated in the Note Resolution. In order to help ensure that downtown parking revenues are maximized and able to cover the Parking Deck Reimbursement Payments, the Developer shall have the right (subject to approval by the Authority), but not the obligation, to provide security services for the Public Parking Deck as part of its larger security contract for the Core Project.

4.15 Developer's Right to Draw on the Escrowed Funds. Provided there is no default by Developer under the Development Agreement beyond any applicable notice and cure periods, Developer may submit to Authority and Escrow Agent, not more frequently than once a month, a written request to draw on the Parking Deck Escrow Payment (a "**Draw Application**") for the portion of the Developer's Work completed. Each Draw Application shall be based on an agreed upon schedule of values, which allocates the cost of the Developer's Work among the various portions of the Developer's Work, and it shall be used as a basis for reviewing the

Draw Application*;* provided that said schedule of values shall limit Developer's reimbursement during the site work phase of construction to no more than 50% of the cost of the site work.

4.16 Tieback Anchor Easement Agreement. Before the issuance of a Certificate of Occupancy for the Parking Deck Project, the Unified Government shall grant the Authority a Tieback Anchor Easement in substantially the same form as Exhibit 4.16 attached hereto. The Unified Government's Manager or his designee may administratively approve minor deviations to said Tieback Anchor Easement during permitting and plans review.

ARTICLE V
OFFSITE WORK

5.1 **Traffic Improvements**. The Developer shall submit a traffic impact study to the Unified Government for review and approval that analyzes the traffic impacts from the Development; traffic flow details sufficient for pedestrian and bus connections within and through the Development and adjacent impacted intersections, including how school buses will access Lay Park using circulating roads, driveways, or other alternatives. The Developer shall construct all recommended improvements from such traffic impact study before the issuance of any Certificates of Occupancy for the Core Project.

5.2 **Hoyt House Relocation.** The Developer shall obtain a Historic Building Assessment and Relocation Plan for the Hoyt House and deconstruct the Hoyt House, preserve the salvageable structural components, and relocate and reconstruct the Hoyt House to 780 W. Hancock Avenue, 794 W. Hanock Avenue, or another location approved by the Unified Government pursuant to said plan. The Developer shall be responsible for all permitting and site plans necessary for the deconstruction, relocation and reconstruction of the Hoyt House. The costs of preparing all plans, permitting, deconstruction, relocation and reconstruction shall be at Developer's sole expense.

ARTICLE VI

DEFAULT; EXPIRATION AND TERMINATION

6.1 **Default by Developer.** Developer shall be in default under this Agreement if Developer fails to perform any of its material duties or obligations under this Agreement, including completion of the design and construction of the Parking Deck Project no later than Four Hundred Seventy Seven (477) days after issuance of full building permits, and any adjustment to the GMP in the Construction Contract, and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from the Authority with respect thereto; provided, however, that, if such failure to perform shall necessitate

longer to cure than such thirty (30) day period, then Developer shall not be in default so long as Developer commences efforts to cure such default within such thirty (30) day period and diligently cures or remedies such default.

6.2 **Remedies of Authority.** Upon the occurrence of a default by Developer under this Agreement, Authority may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

(a) Authority may terminate this Agreement by giving Developer written notice of such termination, in which event this Agreement shall be terminated at the time designated by Authority in its notice of termination to Developer;

(b) Draw down the Parking Deck Escrow Payment;

(c) Assert a claim against any Performance Bond or Payment Bond posted by the Developer; and

(d) Recover all costs, expenses, and damages including attorneys' fees incurred as a result of the Developer's' default.

6.3 **Default by Authority.** The Authority shall be in default under this Agreement if the Authority fails to perform any of its material duties or obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from Developer with respect thereto with a copy to the Unified Government; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then the Authority shall not be in default so long as the Authority commences efforts to cure such default within such thirty (30) day period and diligently cures or remedies such default.

6.4 **Remedies of Developer.** Upon the occurrence of a default by the Authority under this Agreement, Developer may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

(a) Developer may terminate this Agreement by giving Authority written notice of such termination, in which event this Agreement shall be terminated at the time designated by Developer in its notice of termination to Authority;

(b) Commence an action against the Authority to recover any sums of money due under this Agreement; and

(c) Obtain specific performance of this Agreement. The parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. Accordingly, it is agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce

specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

6.5 **Terminating Events; Termination.** This Agreement shall be terminated upon the happening of any of the following events pursuant to the provisions described below:

(a) Either Authority or Developer defaults under this Agreement and, after the passage of any applicable default cure period, the non-defaulting party elects to terminate this Agreement by giving the other party not less than ten (10) days' notice thereof;

(b) The giving of written notice from Authority to Developer in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of Developer; (ii) Developer shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Developer in any involuntary proceeding against Developer under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or

(c) Developer exercises its right to terminate the Agreement pursuant to Section 7.3.

Upon the occurrence of any of the terminating events in this Section 6.5, then: the Authority shall pay to Developer the cost of all services, materials and supplies, if any, which have been incurred by Developer as a result of its obligations arising under this Agreement, including the reasonable costs incurred by Developer to terminate any contracts which may have been entered into by Developer in accordance with the terms of this Agreement, but which may not have been charged to or paid by Developer and reimbursed under this Agreement at the time of expiration or termination.

6.6 **Developer's Obligations.** Upon the expiration of this Agreement, or earlier termination of this Agreement and the Authority's payment of any sums owed to Developer pursuant to Section 6.5, Developer shall promptly:

(a) Subject to Developer's obtaining any consent of any third party required, and upon request by Authority, deliver to Authority or such other person as the Authority shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to this Agreement pertaining to this Agreement and the Project.

(b) Subject to Developer's obtaining any consent of any third party required to assign all existing contracts relating to the Project to the Authority or such other person or entity as the Authority shall designate.

(c) Furnish all such information, take all such other action, and cooperate with Authority as Authority shall reasonably require in order to effectuate an orderly and systematic termination of the Developer's duties, obligations and activities hereunder.

(d) Unless the termination of this Agreement arises out of a default by Developer under this Agreement, then upon any termination of this Agreement, Developer may terminate the Architect Agreement, the Contractor Agreement, and any other agreements related to the Parking Deck Project.

6.7 **Term.** Unless earlier terminated pursuant to the terms of the Agreement, this Agreement shall continue in full force and effect from the Effective Date until three (3) years after the issuance of the Certificate of Occupancy is issued for the Core Project (such period of time referred to herein as the "**Term**"). Notwithstanding the foregoing, the following shall survive the expiration of the Term:

(a) All easements granted pursuant to this Agreement;

(b) The Note and Resolution;

(c) The IGA; and

(d) Any approved density and entitlements for the Core Project until such time that the Core Project is voluntarily abandoned.

ARTICLE SEVEN

FIRE OR OTHER CASUALTY; CONDEMNATION

7.1 **Obligation to Reconstruct.** If any portion of the Parking Deck shall be destroyed or damaged by fire or other casualty before the Delivery Date, the Developer shall effect the necessary repair, rebuilding or restoration, at its own expense, regardless of the sufficiency or availability of insurance proceeds therefor, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss) to undertake and complete the restoration of the Parking Deck to a good safe, and sightly conditions, but at a minimum to a condition substantially the same as it existed prior to the date of such casualty so that the Parking Deck may be operational. If any portion of the Parking Deck shall be destroyed or damaged by fire or other casualty after the Delivery Date and such destruction, damage, fire or casualty was not caused by Developer's negligence when constructing the Core Project, the Authority shall effect the necessary repair, rebuilding or restoration, at its own expense, regardless of the sufficiency or availability of insurance proceeds therefor, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss) to undertake and complete the restoration of

the Parking Deck to a good safe, and sightly conditions, but at a minimum to a condition substantially the same as it existed prior to the date of such casualty so that the Parking Deck may be operational.

7.2 **Use of Insurance Proceeds**. All insurance proceeds paid to the Developer pursuant to Section 4.13.1(b) or to the Authority pursuant to Section 4.13.2(b) of this Agreement shall be used, to the extent necessary, to repair, rebuild, and restore the Paring Deck.

7.3 **Condemnation Before Closing.** If, before the Closing Date, title to any portion of the ACC Conveyed Property, Core Parcel or Parking Deck Parcel should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation or the right of eminent domain or by a voluntary transfer under written threat of such taking, the Developer shall have the right to terminate this Agreement upon written notice to the Authority.

7.4 **Total Condemnation of Parking Deck Parcel Before Delivery Date.** If, after the Closing Date but before the Delivery Date, title to the entire Parking Deck Parcel should be vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation or the right of eminent domain or by a voluntary transfer under written threat of such taking or in the event that title to a portion of the Parking Deck Parcel should be so taken or transferred rendering the Parking Deck commercially unfeasible, the Developer shall be released from its obligations under Article IV of this Agreement, all bonds posted by the Developer for the Parking Deck Project shall be released, and the Parking Deck Escrow Payment shall be released to the Authority.

7.5 **Partial Condemnation of Parking Deck Parcel Before Delivery Date.** If, after the Closing Date but before the Delivery Date, there is a partial taking of the Parking Deck parcel by condemnation or by the right of eminent domain or by voluntary transfer under written threat of such taking such that a Parking Deck remains commercial feasible, the Developer shall, at its own expense, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance of the purpose of receiving the condemnation proceeds) to undertake and complete the Parking Deck in accordance with the Parking Deck Plans. The Developer shall be entitled to receive all sums awarded, allowed or received in connection with such partial taking to the extent necessary to cover any increased costs or delays in constructing the Parking Deck and the Authority hereby assigns its right to receive such an award, allowance or sums received to the Developer. In the event of partial taking of the Parking Deck Parcel, the Developer shall be entitled to receive Certificates of Occupancy for the Core Project before the Delivery Date.

ARTICLE EIGHT

MISCELLANEOUS

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

8.2 **Governing Law**. The Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of laws.

8.3 **Severability.** The parties acknowledge and agree that this Agreement calls for separate promises each with separately apportioned consideration with no agreed interdependence, and each party is relying upon this representation in making this Agreement. If any one or more of the provisions or parts of a provision contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such determination of invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision, but this Agreement shall be reformed and construed as if such invalid, illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction. In addition to the foregoing, in the event any provision is declared invalid, illegal or unenforceable, the Developer's failure to comply with such invalid, illegal or unenforceable provision will not be considered a default of this Agreement.

8.4 **Construction.** The parties hereto have each been represented by counsel during the negotiation and execution of this Agreement, and therefore waive application of any law, regulation, holding or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

8.5 **Further Cooperation.** Each party hereto shall execute and deliver such additional documents and take such other and further action as may be necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transaction[s] contemplated by this Agreement.

8.6 **Notices.** Every notice, demand, consent or other communication authorized or required by this Agreement will be in writing and shall be deemed to be given when delivered by overnight courier service, signature required as follows:

<u>If to Developer</u>

CS Acquisition Vehicle, LLC
c/o Legal Department
1643 N Milwaukee Ave
5th Floor
Chicago, IL 60647
With an additional copy to:

Fortson, Bentley, and Griffin, P.A.
Attn: David F. Ellison
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, GA 30606

If to the Unified Government:

Athens-Clarke County Manager's Office
Attn: Manager
City Hall
301 College Avenue, Suite 303
Athens, Georgia 30601 (physical)
P.O. Box 1868
Athens, Georgia 30603 (mail)

With an additional copy via U.S. mail to:

Athens-Clarke County Attorney's Office
Attn: County Attorney
P.O. Box 427
Athens, Georgia 3060

If to the Authority:

Athens Downtown Development Authority
250 West Broad Street
Athens, GA 30601

With an additional copy via U.S. mail to:

Gregory C. Sowell
1 Press Place, Suite 200
Athens, GA 30601

or at such other address as either party may from time to time designate in writing.

8.7 **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior agreements and

understandings with the exception of the Sewer MOU, both oral and written, between the parties with respect to the subject matter of the Agreement.

8.8 **Headings.** The use of the headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various Sections and shall, in no event, be considered otherwise in construing or interpreting any provision in this Agreement.

8.9 **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

8.10 **Non-Waiver.** Failure by any party to complain of any action, non-action or default of the other party shall not constitute a waiver of the aggrieved party's rights hereunder. Waiver by any party of any right arising from any default of any other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

8.11 **Assignment**. Developer may assign this Agreement to a related entity of Developer or a third party with common beneficial or equity ownership with Developer (including trusts or other entities established for the benefit of one or more members of the Developer's ownership) or as required by Developer's lender to obtain construction financing. Developer shall memorialize this assignment by providing written notice to the Authority. Otherwise, with the prior express written permission of the Authority, which shall not be unreasonably withheld, the Developer may assign, transfer, or delegate any or all of its rights or obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

8.12 **Developer Use of Related Entities**. The Authority hereby acknowledges, agrees and approves that (i) any of the obligations of the Developer under this Agreement may be performed by Developer, a related entity of Developer or a third party with common beneficial or equity ownership with Developer (including trusts or other entities established for the benefit of one or more members of the Developer's ownership) and (ii) Developer, a related entity of Developer or a third party with common beneficial or equity ownership with Developer (including trusts or other entities established for the benefit of one or more members of the Developer's ownership) may receive revenues to which Developer is entitled under this Agreement; provided, however, that Developer shall remain liable to the Authority for the failure of any such assignee to perform any duty, comply with any obligation or contractual requirement under this Agreement, or pay any liability that is assigned to a related entity of Developer or third party as described above.

8.13 **Reimbursement of Fees and Expenses**. The Developer shall reimburse the Unified Government and the Authority all fees and expenses incurred by the Unified Government and the Authority in connection with the IGA and this Agreement before any Certificates of Occupancy for the Core Project may issue.

8.14 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original for all purposes, but all of which, when taken together, shall constitute one and the same instrument. Executed counterpart signature pages of this Agreement may be delivered by facsimile, email in portable document format (.pdf), or other electronic transmission intended to preserve the original graphic appearance of a document, and any such signature page shall be deemed an original.

[Signature Page Follows]

CS Acquisition Vehicle, LLC

By: _____
Chad Matesi, Chief Development Officer

Attest: _____

The Unified Government of Athens-Clarke County, Georgia

By: _____
Mayor Kelly Girtz

Attest: _____
Clerk of Commission (or Deputy Clerk)

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By:_____
Chairperson

Attest: _____
Secretary

Exhibit A

Intergovernmental Agreement between Unified Government of Athens-Clarke County and The Downtown Athens Development Authority

INTERGOVERNMENTAL AGREEMENT

Between

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

and

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

Dated _____, 2025

RELATING TO

FINANCING AND OPERATIONS FOR THE HOYT STREET PARKING DECK PROJECT

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, dated for reference and by agreement as of _____, 2025 (this "**Contract**"), made and entered into by and between the DOWNTOWN ATHENS DEVELOPMENT AUTHORITY (the "**Authority**") and THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a political subdivision existing under the laws of the State of Georgia (the "**Unified Government**").

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic duly created pursuant to the provisions of Georgia Laws 1977, *et seq*., as amended (the "**Act**"), which defines its powers and purposes; and

WHEREAS, the Unified Government has the right to acquire, construct, lease, own, regulate, operate, open or extend parking areas, parking buildings together with facilities or buildings used for any combination thereof and the right to contract with other political subdivisions for the joint use of any such facilities pursuant to O.C.G.A. § 36-34-3; and

WHEREAS, the Authority has the power to make and execute contracts, agreements and other instruments necessary or convenient to exercise the powers of the Authority including contracts of construction for projects, contracts with respect to the use of projects; and to acquire by purchase, lease or otherwise to hold, lease and dispose of personal property of every kind or character or any interest, in furtherance of the public purpose of the Authority pursuant to O.C.G.A. § 36-42-8; and

WHEREAS, the Authority, the Unified Government and CS Acquisition Vehicle, LLC (the "**Developer**") have entered into that certain Development Agreement, dated as of _____, 2025 (the "**Development Agreement**") and attached hereto as EXHIBIT A, pursuant to which the Developer agreed, among other things, to construct a parking deck on a portion of land currently owned by the Developer, and the Authority, in consideration therefor, agreed to pay the Developer amounts sufficient to pay a portion of the costs related to the construction of the parking deck, and the Unified Government agreed to pay the Authority certain financial support payments; and

WHEREAS, the Authority has found and determined, and does hereby find and determine, that it is in the best interests of the Authority and the citizens of Athens-Clarke County, Georgia for the Authority to engage the Developer to procure the services related to the design, initial development and construction of a parking deck containing four hundred twenty-five (425) parking spaces (the "**Parking Deck Project**") to be located on that certain tract of land marked "Tract C," (the "**Land**") more particularly described and depicted in the Subdivision Plat attached hereto as EXHIBIT B; and

WHEREAS, the Developer shall procure, coordinate, administer, supervise, and cause the implementation of all aspects of planning, preparation, design, engineering (including hydrological, traffic, civil, environmental, landscape, soils, and structural), architectural work, and

all construction and non-construction activities for the construction of the Parking Deck Project; and

WHEREAS, the Unified Government and the Authority desire to prescribe and establish by contract the use and design of the Parking Deck Project and the Land by contract as authorized by Section 9-9-1 of the Athens-Clarke County Code of Ordinances;

WHEREAS, the Unified Government and the Authority desire to enter into a Second Amendment to the Parking Management Agreement dated July 1, 2024 (the "**Parking Management Agreement Amendment**"), in the form attached hereto as EXHIBIT C, pursuant to which the Authority will operate and manage the Parking Deck Project in accordance with the terms and conditions set forth therein; and

WHEREAS, in order to pay for the Parking Deck Project, the Authority will begin paying the Developer the "**Parking Deck Reimbursement**," which shall have a beginning balance equal to the lesser of (a) $8,100,000 (b) the **"Approved Project Budget"** multiplied by 53% (225/425), or (c) the **"Reconciled Project Costs"** multiplied by 53% (225/425), in monthly installments beginning on last day of the month starting on January 31 the year after the certificate of occupancy for the **"Core Project"** is issued and continuing over 180 months at a rate of 5% compounding monthly over a 15-year term, such obligation to be evidenced by a promissory note executed by the Authority (the "**Note**") (each as defined in the Development Agreement); and

WHEREAS, the Parking Deck Reimbursement will be payable by the Authority to the Developer in monthly installments beginning on the last day of the month starting on January 31 the year after the certificate of occupancy for the Core Project is issued and continuing over one hundred eighty (180) months at a rate of 5% compounding monthly, such obligation to be evidenced by a promissory note executed by the Authority (the "**Note**"); and

WHEREAS, the Authority's obligations on the Note will be backed by an agreement with the Unified Government as it pertains to the management and revenues for downtown parking secured by the Contract Payments (hereinafter defined); and

WHEREAS, in accordance with the applicable provisions of the Act, the Authority, in furtherance of the public purpose for which it was created, proposes to enter into this intergovernmental agreement with the Unified Government (*i.e.,* this Contract or the "**Contract**") relating to the Parking Deck Project; and

WHEREAS, under the terms of this Contract, the Authority will receive financial support from the Unified Government in the amount of $63,932.67 each month for a period of fifteen (15) years after beginning on the fifteenth (15th) day of the month starting on January 15th the year after the certificate of occupancy is issued for the Core Project in the in the form of contract payments to the Authority (the "**Contract Payments**"); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or

equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Unified Government acted on _____, 2025 to approve and authorize the execution and delivery by the Unified Government of this Contract, including minor revisions approved by the Mayor and Unified Government's Attorney necessary to finalize this Contract; and

WHEREAS, the Authority will hold title to the Land and the Parking Deck Project until the Note is paid in full and the Authority shall promptly convey the Land and the Parking Deck Project to the Unified Government after the Note has been paid in full; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Authority and the Unified Government hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the Parking Deck Net Revenues and the Contract Payments from the Unified Government pursuant to this Contract:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. Terms that are capitalized, but not defined, herein may be defined in more detail in the Development Agreement and the Parking Management Agreement, which definitions are hereby approved. To the extent that the definition herein of any words or phrases contradicts those contained in the Development Agreement and the Parking Management Agreement Amendment, the meanings given such words or phrases in the Development Agreement and the Parking Management Agreement Amendment shall prevail.

Section 1.02 Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terns therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

Section 1.03 Recitals Incorporated Herein. The recitals set forth above are incorporated in this Contract by this reference.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract, the Development Agreement, the Parking Management Agreement, and the Note;

(b) The Authority and the Unified Government have hereby agreed that the Authority will pay for the Parking Deck Project from Contract Payments paid by the financial support provided by Unified Government, subject to the annual and cumulative maximum limits applicable to the Contract Payments, and that this expense will be included with the costs of operating the downtown parking system prior to calculating the net revenue share identified in the Parking Management Agreement Amendment;

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under this Contract, the Development Agreement, the Parking Management Agreement Amendment, the Note, or any other documents contemplated to be executed by the Authority in connection with the completion of the Parking Deck Project; and

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Authority is a party or by which the Authority is bound.

Section 2.02 Representations, Warranties, and Agreements of the Unified Government. The Unified Government represents, warrants, and agrees as follows:

(a) The Unified Government is a political subdivision of the State of Georgia, having the power to enter into and execute, deliver and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, the Development Agreement, and the Parking Management Agreement Amendment, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract;

(b) There is no litigation or proceeding pending, or to the knowledge of the Unified Government threatened, against or affecting the Unified Government, nor to the best of the knowledge of the Unified Government is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of this Contract, the

Development Agreement, the Parking Management Agreement Amendment, or any other documents contemplated to be executed in connection with the completion of the Parking Deck Project; and

(c) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Unified Government enforceable in accordance with its terms, and performance by the Unified Government of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Unified Government is a party or by which the Unified Government is bound.

ARTICLE III
CARRYING OUT THE PROJECT; APPLICATION OF PROCEEDS; INVESTMENT OF MONEY

Section 3.01 Financing of Project Costs. The Authority will use funds from the Contract Payments from the Unified Government, to pay all costs associated with the Parking Deck Project.

Section 3.02 Application of Proceeds. The Authority will account for the proceeds from operating the Parking Deck Project in its annual operations of the downtown parking system, in accordance with the terms of this Contract and the Parking Management Agreement Amendment.

Section 3.03 Plans and Specifications. The Parking Deck Plans, as defined in the Development Agreement, are approved provided that the Unified Government's staff may recommend minor deviations for compliance with local codes provided, however, that based upon the proposed "G" or "Government" zoning designation for the Parking Deck Parcel, the Unified Government expressly finds: (a) the Parking Deck Project and the Land shall not be subject to a requirement for ground floor commercial space; (b) parking in excess of 50 percent on the ground floor will be permissible; and (c) the Parking Deck Plans may contain deviations from other design regulations and ordinances that would otherwise apply to the Parking Deck Parcel but for its "G" zoning designation. Any Plans and Specifications for the Parking Deck Project shall be determined by the Developer and may be amended with the Authority and the Unified Government's approval. The Authority shall maintain copies of such Plans and Specifications in its offices. The Developer will provide the Authority and the Unified Government with a copy of such Plans and Specifications and of any such amendment to the Plans and Specifications in accordance with the terms of the Development Agreement.

Section 3.04 Completion of the Parking Deck Project. The Developer will be responsible for completing the Parking Deck Project as described in the Development Agreement. The Authority will be responsible for overseeing its completion in accordance with the terms of this Contract and the Development Agreement.

Section 3.05 Amendment to the Parking Management Agreement. The Unified Government and the Authority will execute the Parking Management Agreement Amendment, to be dated no later than with the opening of the Parking Deck Project (as evidenced by a certificate of occupancy), and thereafter the Parking Management Agreement will govern the Authority's

operations and management of the Parking Deck Project in accordance with the terms and conditions set forth therein.

ARTICLE IV
CONTRACT PAYMENTS BY THE UNIFIED GOVERNMENT

Section 4.01 Contract Payments by the Unified Government. Pursuant to this Contract, the Unified Government agrees to provide the Contract Payments to the Authority in an amount not to exceed $63,932.67 beginning on January 15th the year after the certificate of occupancy for the Core Project is issued and continuing over the next 180 months, for deposit into a separate account subject to a lien held by the Developer.

Section 4.02 Manner and Timing of Contract Payments. The Contract Payments to be made pursuant to Section 4.01 hereof shall be made in lawful money of the United States of America in immediately available funds on the first business day of the month. .

Reserved.

Section 4.04 Unified Government's Obligations Unconditional.

The obligations of the Unified Government to make payments required by this Contract on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise.

Section 4.05 Unified Government's Remedies. If the Authority shall fail to perform any of its agreements in this Contract, the Unified Government may institute such action against the Authority as the Unified Government may deem necessary to compel such performance so long as such action shall not affect, impair or diminish the obligation of the Unified Government to make the payments provided for herein, which obligation shall be absolute, unconditional and irrevocable. The Unified Government may, at its own cost and expense, and in its own name, prosecute or defend any action or proceedings against third parties or take any other action which the Unified Government deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the Unified Government.

Section 4.06. **Conveyance of Parking Deck.** Following the final payment on the Note, the Authority shall promptly convey the Land and assign all right, title and interest in the Parking Deck Project to the Unified Government.

ARTICLE V
PERSONAL IMMUNITY

Section 5.01 Immunity of Members of Authority.

No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Contract, the Note, the Development Agreement, or the Parking Management Agreement for any claim based hereon or thereon against any member, director,

officer or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute or rule of law. This Contract, the Note, the Development Agreement, or the Parking Management Agreement are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, director, officer or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into by and between the Authority and the Unified Government and all personal liability of any character against every such member, director, officer and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, directors, officers and employees of the Authority under the provisions contained in this Section 5.01 shall survive the termination of this Contract.

ARTICLE VI
DEFAULT; REMEDIES

Section 6.01 Events of Default Defined. The following shall be "events of default" under this Contract and the term "event of default" shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the Unified Government to pay when due any amount required to be paid under this Contract; or

(b) The Unified Government shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the Unified Government and such default shall continue for a period of 30 days; provided, however, that if, by reason of force majeure, the Unified Government is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than monetary obligations to the Authority or the obligations relating to the payments to be made under any provision of this Contract), the Unified Government shall not be deemed in default during the continuance of such inability to perform. The term "force majeure" shall mean, without limitation, acts of God; pandemic or endemic; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the Unified Government.

Section 6.02 Remedies on Default.

(a) If an event of default referred to in Section 6.01(a) hereof occurs and is continuing after reasonable notice is provided, then the Authority may take whatever action at law or in equity may appear necessary or desirable to collect said amounts payable by the Unified Government under Section 4.01(a) hereof.

(b) If an event of default referred to in Section 6.01(b) hereof occurs and is continuing after reasonable notice is provided, then the Authority may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation,

agreement, or covenant then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted.

(c) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 6.03 Attorneys' Fees and Expenses. In the event the Unified Government should default under any of the provisions of this Contract, the Unified Government, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver of Breach. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.05 Unified Government Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Contract or under the Note or the Development Agreement, the Authority hereby vests the Unified Government with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 6.06 Failure to Enforce Agreement Not a Waiver. The failure of the Authority to enforce any agreement, condition, covenant or term by reason of any default or breach by the Unified Government shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

ARTICLE VII
TERM; MISCELLANEOUS

Section 7.01 Term of this Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as Note has been paid in full, or provision for such payment has been made in accordance with the Note; provided, however, that in no event shall the term of this Contract extend beyond fifty (50) years from its effective date.

Section 7.02 Notices. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority or the Unified Government, as applicable, if sent by electronic mail with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) or recognized national overnight delivery service and addressed as follows:

If to the Authority: Downtown Athens Development Authority
250 West Broad Street
Athens, Georgia 30601
Attention: Chairman

With a copy to:	James Bates Brannan Groover LLP 1 Press Place, Suite 200 Athens, Georgia 30601 Attention: Gregory C. Sowell
If to the Unified Government:	Unified Government of Athens-Clarke County 301 College Avenue, Suite 303 Athens, Georgia 30601 Attention: Manager
With a copy to:	Athens-Clarke County Attorney's Office P.O. Box 427 Athens, Georgia 30603 Attention: County Attorney

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 7.03 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Authority and the Unified Government, and their respective successors and assigns.

Section 7.04 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.05 Delegation of Duties by Authority. It is agreed that under the terms of this Contract the Authority has delegated certain responsibilities to the Unified Government. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the Unified Government.

Section 7.06 Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.07 Captions. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 7.08 Law Governing Construction of Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the Unified Government have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By:_____
Chairman

Attest: _____
Secretary

[Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

By: _____
Mayor

Attest: _____
Clerk of Commission

[Seal]

EXHIBIT A

DEVELOPMENT AGREEMENT

EXHIBIT B

SUBDIVISION PLAT

EXHIBIT C

SECOND AMENDMENT TO THE PARKING MANAGEMENT AGREEMENT

SECOND AMENDMENT TO ADDA Parking Management Agreement

This Second Amendment (the "**Second Amendment**") is dated effective _____, 2027 (the "**Effective Date**"), and is entered into between the Downtown Athens Development Authority, a/k/a Athens Downtown Development Authority ("**ADDA**"), and the Unified Government of Athens-Clarke County, Georgia, a body corporate and politic and a political subdivision of the State of Georgia, ("**ACCGov**") with each ADDA and ACCGov a "**Party**" and collectively the "**Parties**."

RECITALS

WHEREAS, on or about April 20, 2023, ACCGov and ADDA entered into the ADDA Parking Management Agreement (the "**Original Agreement**"), which the Parties amendment by an Amendment to ADDA Parking Management Agreement dated July 1, 2024 (the "**First Amendment**," and together with the Original Agreement, the "**Agreement**"); and

WHEREAS**,** the Authority through a partnership with the Unified Government, will finance a new parking deck to be constructed and located on or about Hoyt Street in Athens-Clarke County, Georgia (the "**Hoyt Street Parking Deck**"), as further described in EXHIBIT A; and

WHEREAS**,** the Hoyt Street Parking Deck is to be managed by the Authority for the duration of the financing;

WHEREAS, the ownership of the Hoyt Street Parking Deck will transfer to the Unified Government at the time the outstanding debt for the deck is paid off; and,

WHEREAS**,** the Authority and the Unified Government wish to enter into this Second Agreement that will ensure competent operation and management of the Hoyt Street Parking Deck, and provide an acceptable financial return on the parking operations.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other valuable considerations, the Authority and the Unified Government agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein.

2. PARKING MANAGEMENT: The Authority is authorized by the Unified Government to manage the Hoyt Street Parking Deck under the terms and provisions specified in the Agreement, unless otherwise specified herein.

3. TERM: The term of the Agreement shall be in full force and effect from the Effective Date until such time as the Promissory Note dated _____, 2025 executed by the Authority related to repayment of the costs to construct the Hoyt Street Parking Deck has been paid in full.

4. EXPENSES THAT ARE THE RESPONSIBILITY OF ADDA: The categories of expense that are to be the responsibility of ADDA described in Section 5 (a) through (f) of the Agreement shall apply to the Hoyt Street Parking Deck. In addition to those expenses, ADDA shall

also be responsible for payment of the cost of a Comprehensive General Liability Policy for the Hoyt Street Parking Deck.

5. EXPENSES THAT ARE THE RESPONSIBILITY OF ACCGOV. With the exception of the liability insurance, as noted in Section 4 of this Second Amendment, the expenses that are to be the responsibility of ACCGov as described in Section 6 (b) through (d) of the Agreement shall apply to the Hoyt Street Parking Deck. In addition to those expenses, ACCGov shall be responsible for making "Contract Payments" (the "**Contract Payments**") as defined in that certain Intergovernmental Contract (the "**IGA**") between ACCGov and ADDA related to the Hoyt Street Parking Deck dated _____, 2025. ACCGov may, at its own discretion, choose to begin making whole or partial Contract Payments upon the end of debt service for the Washington Street Parking Deck if it deems doing so is in the best financial interest of the community. If ACCGov makes Contract Payments prior to their scheduled commencement dates described in the IGA, ADDA shall set them aside in an account exclusively dedicated to debt service for the Hoyt Street Deck. In no case shall ACCGov make more total contract payments to ADDA than as described in the IGA nor shall the contract payments begin after the beginning of debt service as outlined in the Promissory Note.

6. DEFINITION OF GROSS REVENUE. "Gross Revenue" means all revenues collected by ADDA from the Downtown Athens Parking System, including the Washington Street Parking Deck, College Avenue Parking Deck, and the Hoyt Street Parking Deck.

7. DISTRIBUTION OF NET REVENUE. Section 7(a) of the Agreement is deleted in its entirety and replaced with the following:

a. The annual NET REVENUE is calculated as follows:

GROSS REVENUE, *less*

i. The DEP Allocation approved in the ACCGov's annual capital budget;
ii. Expenses that are the responsibility of ADDA as outlined in Section 5 of the Agreement, as amended by section 4 above;
iii. Debt Service for the Washington Street Parking Deck;
iv. Contract Payments for the Hoyt Street Parking Deck; and
v. Facility life cycle and capital maintenance funding for the Washington Street Parking Deck, the College Avenue Parking Deck, and the Hoyt Street Parking Deck

equals NET REVENUE.

Section 7(b) of the Original Agreement, as amended by the First Amendment, is hereby re-confirmed.

8. ALLOCATION OF SPACES: ADDA shall reserve a minimum 52 spaces grouped within the Hoyt Street Parking Deck for visitors and staff of Lay Park. These spaces will be located near the pedestrian bridge into Lay Park and/or close to the elevator providing access to the pedestrian bridge. ACCGov, at its own expense, shall provide unique striping and or signage for the Hoyt Street Parking Deck.

The allocation of spaces described in this section may be mutually amended by the parties during the annual financial review process described in the Agreement.

9. RATES: In addition to the obligation of ADDA and ACCGov to develop a comprehensive rate structure for the Downtown Athens Parking System, ADDA and ACCGov shall also develop a comprehensive rate structure for the Hoyt Street Parking Deck. The rate structure, time limits, and fines will be collaboratively developed by representatives of ADDA and ACCGov and will be submitted for approval by the Mayor and the Commission of ACCGov prior to submission of the annual budget described in the Agreement. The rates applicable to the Hoyt Street Parking Deck may be materially higher than the rates applicable to the Downtown Athens Parking System. At the time of this amendment, the following unique rate provisions are contemplated for the Hoyt Street Deck:

a. There shall be no charge for the use of spaces dedicated for ACCGov staff.

b. The deck will not charge hourly rates when Lay Park or the Lyndon House are being used as a polling location on election day.

c. The hourly rates will be structured so that ACCGov will define unique fee-free windows or discounts for park users (i.e. 3 hours free parking, parking validation, or similar).

10. TERMINATION: The Agreement may be terminated for convenience by ACCGov upon ninety (90) days written notice to ADDA, but only after the Note (as defined in the IGA) has been paid in full.

11. AMENDMENT. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall prevail and control.

12. ENTIRE AGREEMENT. The provisions of the IGA and the Agreement, as amended by this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the Parties with respect to the subject matter hereof.

13. COUNTERPARTS. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

14. DUE AUTHORIZATION. Each Party represents that the representative signing this Amendment on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this PARKING MANAGEMENT AGREEMENT the day and year first written above.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By:_____
Chairman

Attest: _____
Secretary

[Seal]

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

By: _____
Mayor

Attest: _____
Clerk of Commission

[Seal]

EXHIBIT A

Hoyt Street Parking Deck Plans

[To be added]

Exhibit 2.1

ACC Subdivision Plat

SPACE RESERVED FOR CLERK OF SUPERIOR COURT

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,934 FEET, AND WAS UNADJUSTED.

2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A GEOMAX ZOOM 95 SERIES TOTAL STATION.

3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN: 242,759 (TRACT A)
273,212 (TRACT B)
2,078,863 (TRACT C)

Curve Table

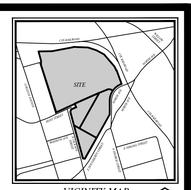
Curve #	Length	Radius	CHORD	CH. LENGTH
C1	28.44'	2025.00'	N66°34'57"E	28.44'
C2	59.32'	2025.00'	N67°49'27"E	59.32'
C3	13.47'	75.00'	N73°48'37"E	13.46'
C4	35.03'	75.00'	S75°00'17"E	34.71'
C5	134.15'	222.64'	S17°31'29"W	132.13'

Line Table

Line #	Direction	Length
L1	N84°23'23"W	23.05'
L2	N19°52'11"E	33.36'
L3	N23°49'11"W	48.50'
L4	N61°08'11"W	78.46'
L5	N68°39'48"E	41.47'
L6	S60°45'40"E	13.72'
L7	N29°14'20"E	9.24'
L8	S61°37'33"E	14.69'
L9	S02°42'47"W	31.73'

REFERENCES

ALTA/NSPS LAND TITLE SURVEY FOR GRADUATE ATHENS, BY GRS GROUP, AND DATED 06/12/2024.
PB 17 PG 140
DB 1410 PG 195
PB G PG 44D
PB 33 PG 344
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL 21, BY BEN MCLEROY & ASSOCIATES, DATED 06/05/1970.
SURVEY BY GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PROPOSED DOUGHERTY STREET EXTENSION CLARKE COUNTY, PROJECT NUMBER U-014-1(4) & LOOP, DATED 05/15/1968.
SURVEY FOR ATHENS AVENUE REDEVELOPMENT PROJECT GA R-51, BY BEN MCLEROY & ASSOCIATES, DATED OCTOBER 1966.
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL NOS. 21AND 23, BY BEN MCLEROY & ASSOCIATES, DATED 03/03/1971.



UTILITY NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. 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 BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



SURVEY LEGEND
B.S.L. - BUILDING SETBACK LINE
CMP - CORRUGATED METAL PIPE
CMF - CONCRETE MONUMENT FOUND
DB - DEED BOOK
DE - DRAINAGE EASEMENT
DIP - DUCTILE IRON PIPE
FDC - FIRE DEPARTMENT CONNECTION
FES - FLARED END SECTION (STORM)
FFE - FINISHED FLOOR ELEVATION
GI - GRATE INLET
HDPE - HIGH DENSITY POLYETHYLENE
IE - INVERT ELEVATION
IPF - IRON PIN FOUND
IPS - IRON PIN SET (CAPPED 1/2" REBAR)
N/F - NOW OR FORMERLY
OCS - OUTLET CONTROL STRUCTURE
OTP - OPEN TOP PIPE
PB - PLAT BOOK
PTP - POWER TELEPHONE POLE
POC - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SSE - SANITARY SEWER EASEMENT
TPOB - TRUE POINT OF BEGINNING
TYP - TYPICAL
PROPERTY CORNER FOUND
PROPERTY CORNER
CMF-CONCRETE MONUMENT FOUND
ELEVATION BENCHMARK
DELTA (SURVEY CONTROL)
AIR CONDITIONING UNIT
CB - CATCHBASIN
CO - CLEANOUT
FO - FIBER OPTIC (MARKER)
FH - FIRE HYDRANT
GAS VALVE
GAS METER
GAS MARKER
GUY WIRE/ANCHOR
HW - HEADWALL
JB - JUNCTION BOX
LP - LIGHTPOLE
MH - MANHOLE
SSMH-SANITARY SEWER MANHOLE
TPED - TELEPHONE PEDESTAL
WI - WEIR INLET
WM - WATER METER
WV - WATER VALVE
UTILITY POLE
TRANSMISSION UTILITY POLE
POWER TRANSFORMER
FENCE LINE
OVERHEAD UTILITY
OVERHEAD POWER
UNDERGROUND POWER
OVERHEAD TELEPHONE
UNDERGROUND TELEPHONE
TRAFFIC UTILITY
FIBER-OPTIC
NATURAL GAS
FLOODPLAIN
SANITARY SEWER
SEWER FORCEMAIN
SANITARY SEWER SERVICE
WATERLINE

TRACT A LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.530 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 173.19 FEET TO A POINT AT THE R/W INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (R/W VARIES) AND THE SOUTHERN R/W OF HOYT STREET; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 19 DEGREES 52 MINUTES 11 SECONDS EAST, 33.36 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 68.95 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 23 DEGREES 49 MINUTES 11 SECONDS WEST, 48.50 FEET TO A POINT; THENCE NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 308.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF NORTH 66 DEGREES 34 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 28.44 FEET AND AN ARC LENGTH OF 28.44 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 509.31 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 61 DEGREES 08 MINUTES 11 SECONDS WEST, 78.46 FEET TO A POINT ON THE EASTERN R/W OF NORTH JACKSON STREET AND THE TRUE POINT OF BEGINNING.

TRACT B LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.216 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT; THENCE SOUTH 61 DEGREES 08 MINUTES 11 SECONDS EAST, 78.46 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 60 DEGREES 45 MINUTES 55 SECONDS EAST, 244.95 FEET TO A X MARK SCRIBED IN CONCRETE ON THE NORTHERN R/W OF EAST DOUGHERTY STREET; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY STREET SOUTH 29 DEGREES 15 MINUTES 34 SECONDS WEST, 298.44 FEET TO A POINT; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY NORTH 84 DEGREES 23 MINUTES 23 SECONDS WEST, 23.05 FEET TO A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W) AND THE POINT OF BEGINNING.

TRACT C LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 2.899 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO ALONG THE NORTHERN R/W OF EAST DOUGHERTY STREET SOUTH 29 DEGREES 14 MINUTES 27 SECONDS WEST, 332.68 FEET TO A X SCRIBED IN CONCRETE; THENCE NORTH 60 DEGREES 45 MINUTES 55 SECONDS WEST, 244.95 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 509.31 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF NORTH 67 DEGREES 49 MINUTES 27 SECONDS EAST, A CHORD LENGTH OF 59.32 FEET AND AN ARC LENGTH OF 59.32 FEET TO A POINT; THENCE NORTH 68 DEGREES 39 MINUTES 48 SECONDS EAST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF NORTH 73 DEGREES 48 MINUTES 37 SECONDS EAST, A CHORD LENGTH OF 13.46 FEET AND AN ARC LENGTH OF 13.47 FEET TO A POINT; THENCE SOUTH 60 DEGREES 45 MINUTES 40 SECONDS EAST, 13.72 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 9.24 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 75 DEGREES 00 MINUTES 17 SECONDS EAST, A CHORD LENGTH OF 34.71 FEET AND AN ARC LENGTH OF 35.03 FEET TO A POINT; THENCE SOUTH 61 DEGREES 37 MINUTES 33 SECONDS EAST, 14.69 FEET TO A POINT ON THE WESTERN R/W OF NORTH AVENUE; THENCE ALONG THE WESTERN R/W OF NORTH AVENUE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 17 DEGREES 31 MINUTES 29 SECONDS WEST, A CHORD LENGTH OF 132.13 FEET AND AN ARC LENGTH OF 134.15 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 00 DEGREES 15 MINUTES 31 SECONDS WEST, 142.70 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 02 DEGREES 42 MINUTES 47 SECONDS WEST, 31.73 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W) AND THE POINT OF BEGINNING.

GENERAL NOTES

1. OWNER OF RECORD FOR THE SUBJECT PROPERTY IS: ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT

2. TITLE REFERENCES REGARDING ADJOINERS ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.

3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT(S) OR RIGHT(S) OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.

4. NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.

5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.

6. SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED.

7. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.

8. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
355 Oneta Street, Ste. D100
Athens, GA 30601
P: (706) 310-0400
INFO@WAENGINEERING.COM
WWW.WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW

GA WEST. ZONE
1002 NAD 83

0 25 50 100
SCALE 1" = 50'

EASEMENT EXHIBIT FOR:
THE GRADUATE
295 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
ATHENS-CLARKE COUNTY
G.M.D. 220

DATE: 10/8/2025
REVISIONS

#230369
DRAFTED BY: CL
REVIEWED BY: AC

GEORGIA REGISTERED NO. 2905 LAND SURVEYOR JOHN F. BREWER

SHEET 1 OF 1

Exhibit 2.2

Parking Deck Subdivision Plat

SPACE RESERVED FOR CLERK OF SUPERIOR COURT

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,934 FEET, AND WAS UNADJUSTED.
2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A GEOMAX ZOOM 95 SERIES TOTAL STATION.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN: 134,094

Curve Table

Curve #	Length	Radius	Chord	CH. Length
C1	59.50'	300.00'	S25°39'21"E	59.41'
C2	130.57'	222.64'	S51°35'14"W	128.70'
C3	35.03'	75.00'	N75°00'17"W	34.71'
C4	13.47'	75.00'	S73°48'37"W	13.46'
C5	59.32'	2025.00'	S67°49'27"W	59.32'

Line Table

Line #	Direction	Length
L1	N64°24'13"E	4.89'
L2	S68°09'41"W	9.40'
L3	N61°37'33"W	14.69'
L4	S29°14'20"W	9.24'
L5	N60°45'40"W	13.72'
L6	S68°39'48"W	41.47'

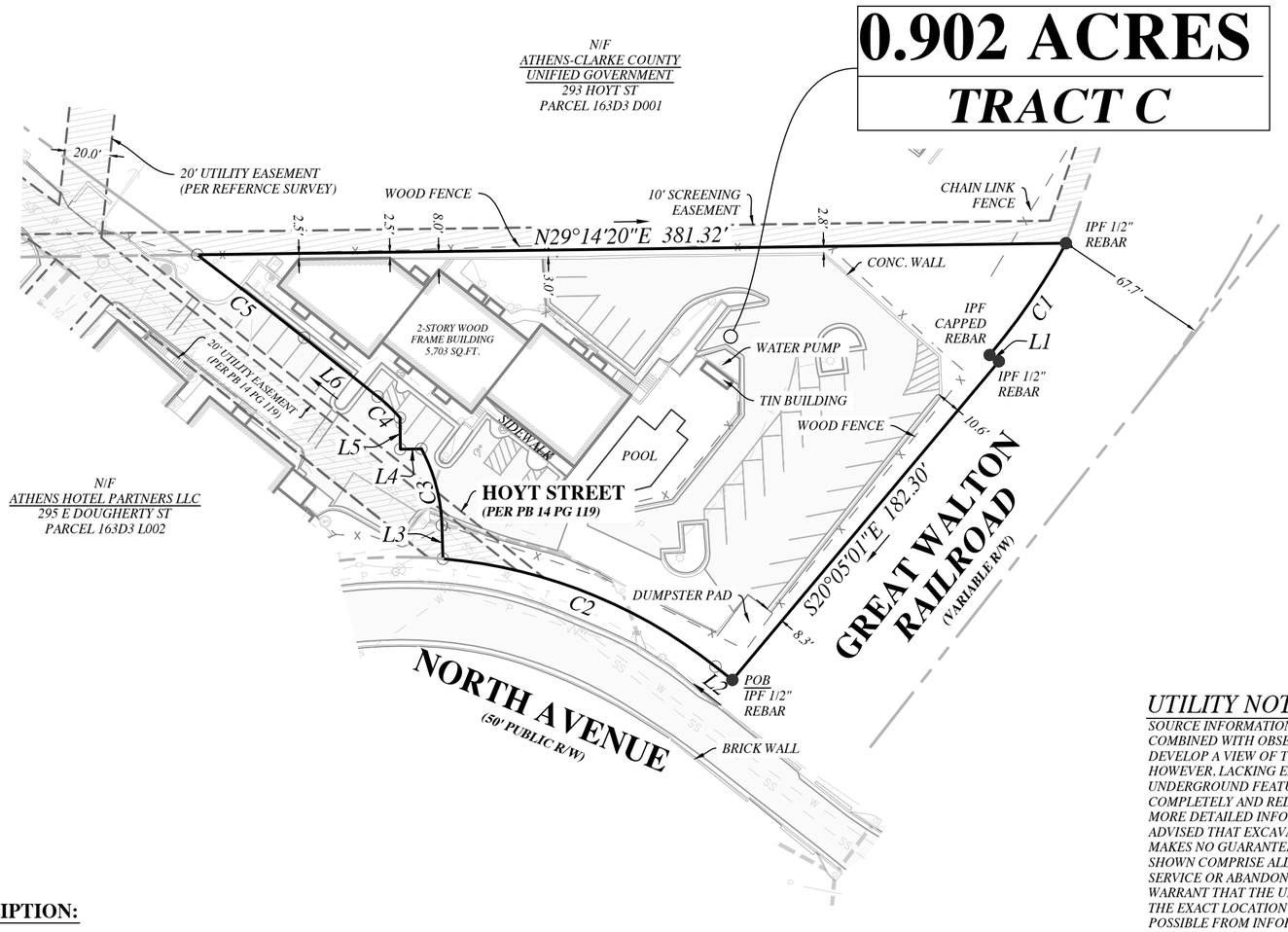


VICINITY MAP
NOT TO SCALE

REFERENCES

ALTA/NSPS LAND TITLE SURVEY FOR GRADUATE ATHENS, BY GRS GROUP, AND DATED 06/12/2024.
PB 17 PG 140
DB 1410 PG 195
PB G PG 44D
PB 33 PG 344
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL 21, BY BEN MCLEROY & ASSOCIATES, DATED 06/05/1970.
SURVEY BY GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PROPOSED DOUGHERTY STREET EXTENSION CLARKE COUNTY, PROJECT NUMBER U-014-1(4) & LOOP, DATED 05/15/1968.
SURVEY FOR ATHENS AVENUE REDEVELOPMENT PROJECT GA R-51, BY BEN MCLEROY & ASSOCIATES, DATED OCTOBER 1966.
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL NOS. 21AND 23, BY BEN MCLEROY & ASSOCIATES, DATED 03/03/1971.

0 25 50 100
SCALE 1" = 50'



SURVEY LEGEND

B.S.L. - BUILDING SETBACK LINE
CMP - CORRUGATED METAL PIPE
CMF - CONCRETE MONUMENT FOUND
DB - DEED BOOK
DE - DRAINAGE EASEMENT
DIP - DUCTILE IRON PIPE
FDC - FIRE DEPARTMENT CONNECTION
FES - FLARED END SECTION (STORM)
FFE - FINISHED FLOOR ELEVATION
GI - GRATE INLET
HDPE - HIGH DENSITY POLYETHYLENE
IE - INVERT ELEVATION
IPF - IRON PIN FOUND
IPS - IRON PIN SET (CAPPED 1/2" REBAR)
N/F - NOW OR FORMERLY
OCS - OUTLET CONTROL STRUCTURE
OTP - OPEN TOP PIPE
PB - PLAT BOOK
PTP - POWER TELEPHONE POLE
POC - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SSE - SANITARY SEWER EASEMENT
TPOB - TRUE POINT OF BEGINNING
TYP - TYPICAL
PROPERTY CORNER FOUND
PROPERTY CORNER
CMF-CONCRETE MONUMENT FOUND
ELEVATION BENCHMARK
DELTA (SURVEY CONTROL)
AC AIR CONDITIONING UNIT
CB - CATCHBASIN
CO CO - CLEANOUT
FO - FIBER OPTIC (MARKER)
FH - FIRE HYDRANT
GAS VALVE
GAS GAS METER
GAS MARKER
GUY WIRE/ANCHOR
HW - HEADWALL
JB - JUNCTION BOX
LP - LIGHTPOLE
MH - MANHOLE
SS SSMH-SANITARY SEWER MANHOLE
TPED - TELEPHONE PEDESTAL
WI WI - WEIR INLET
WM WM - WATER METER
WV WV - WATER VALVE
UTILITY POLE
TRANSMISSION UTILITY POLE
POWER TRANSFORMER
FENCE LINE — — X — — — X — —
OVERHEAD UTILITY — — — UTL —
OVERHEAD POWER — — P —
UNDERGROUND POWER — — P — —
OVERHEAD TELEPHONE — — T —
UNDERGROUND TELEPHONE — — T — —
TRAFFIC UTILITY — — TR — —
FIBER-OPTIC — — FO — — FO — —
NATURAL GAS — —GAS — — —GAS — —
FLOODPLAIN — · — FP — · —
SANITARY SEWER — — SS — —
SEWER FORCEMAIN — — FM — —
SANITARY SEWER SERVICE — —SVC — —
WATERLINE — — W — — W — —

TRACT C LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 0.902 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO ALONG THE WESTERN R/W OF NORTH AVENUE SOUTH 68 DEGREES 09 MINUTES 41 SECONDS WEST, 9.40 FEET TO A POINT; THENCE ALONG SAID R/W ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 51 DEGREES 35 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 128.70 FEET AND AN ARC LENGTH OF 130.57 FEET TO A POINT; THENCE NORTH 61 DEGREES 37 MINUTES 33 SECONDS WEST, 14.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF NORTH 75 DEGREES 00 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 34.71 FEET AND AN ARC LENGTH OF 35.03 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 9.24 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 40 SECONDS WEST, 13.72 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 73 DEGREES 48 MINUTES 37 SECONDS WEST, A CHORD LENGTH OF 13.46 FEET AND AN ARC LENGTH OF 13.47 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 48 SECONDS WEST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF SOUTH 67 DEGREES 49 MINUTES 27 SECONDS WEST, A CHORD LENGTH OF 59.32 FEET AND AN ARC LENGTH OF 59.32 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 381.32 FEET TO A 1/2" REBAR FOUND ON THE WESTERN R/W OF GREAT WALTON RAILROAD; THENCE ALONG THE WESTERN R/W OF GREAT WALTON RAILROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET WITH A CHORD DIRECTION OF SOUTH 25 DEGREES 39 MINUTES 21 SECONDS EAST, A CHORD LENGTH OF 59.41 FEET AND AN ARC LENGTH OF 59.50 FEET TO A CAPPED REBAR FOUND; THENCE ALONG SAID R/W NORTH 64 DEGREES 24 MINUTES 13 SECONDS EAST, 4.89 FEET TO A 1/2" REBAR FOUND; THENCE ALONG SAID R/W SOUTH 20 DEGREES 05 MINUTES 01 SECONDS EAST, 182.30 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W) AND THE POINT OF BEGINNING.

UTILITY NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. 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 BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

GENERAL NOTES

1. OWNER OF RECORD FOR THE SUBJECT PROPERTY IS: ATHENS HOTEL PARTNERS LLC
2. TITLE REFERENCES REGARDING ADJOINERS ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT(S) OR RIGHT(S) OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.
4. NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.
5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.
6. SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED.
7. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.
8. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).

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ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

GA WEST, ZONE
1002 NAD 83

EXHIBIT FOR:
THE GRADUATE
295 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
ATHENS-CLARKE COUNTY
G.M.D. 220

23-00369

DATE: 9/27/2025

REVISIONS:

DRAFTED BY: CL

REVIEWED BY: JB

GEORGIA REGISTERED NO. 2905 LAND SURVEYOR JOHN F. BREWER, III

SHEET 1 OF 1

Exhibit 2.4

Limited Warranty Deed for ACC Conveyed Property from Unified Government to Downtown Development Authority

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

LIMITED WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 2025, by and between **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**, a body politic and corporate, and a political subdivision of the State of Georgia (hereinafter called "Grantor"), and **DOWNTOWN ATHENS DEVELOPMENT AUTHORITY,** a body politic and corporate created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, et seq. (hereinafter called "Grantee") (the words "Grantor" and "Grantee" shall include their respective heirs, executors, administrators, successors and assigns where the context requires or permits).

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto Grantee, the following described real property located in Athens-Clarke County, Georgia, together with any improvements located thereon:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

The Property is conveyed subject to the matters set forth on Exhibit "B" attached hereto (the "Permitted Exceptions").

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

AND THE SAID, Grantor shall warrant and defend the right and title to said Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, but none other, and subject to the Permitted Exceptions.

(*Signature page to follow*)

IN WITNESS WHEREOF, Grantor has caused this Deed to be duly executed, under seal, the date first above written.

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission Expires:

_____

[NOTARIAL SEAL]

GRANTOR:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

By: _____ (Seal)
Mayor Kelly Girtz

Attest:

CLERK OF COMMISSION

By: _____ (Seal)
Name: _____
Title: _____

EXHIBIT "A"

TRACT A LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.530 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 173.19 FEET TO A POINT AT THE R/W INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (R/W VARIES) AND THE SOUTHERN R/W OF HOYT STREET; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 19 DEGREES 52 MINUTES 11 SECONDS EAST, 33.36 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 68.95 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 23 DEGREES 49 MINUTES 11 SECONDS WEST, 48.50 FEET TO A POINT; THENCE NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 308.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF NORTH 66 DEGREES 34 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 28.44 FEET AND AN ARC LENGTH OF 28.44 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 509.31 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 61 DEGREES 08 MINUTES 11 SECONDS WEST, 78.46 FEET TO A POINT ON THE EASTERN R/W OF NORTH JACKSON STREET AND THE TRUE POINT OF BEGINNING.

TRACT B LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.216 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT; THENCE SOUTH 61 DEGREES 08 MINUTES 11 SECONDS EAST, 78.46 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 60 DEGREES 45 MINUTES 55 SECONDS EAST, 244.95 FEET TO A X MARK SCRIBED IN CONCRETE ON THE NORTHERN R/W OF EAST DOUGHERTY STREET; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY STREET SOUTH 29 DEGREES 15 MINUTES 34 SECONDS WEST, 298.44 FEET TO A POINT; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY NORTH 84 DEGREES 23 MINUTES 23 SECONDS WEST, 23.05 FEET TO A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W) AND THE POINT OF BEGINNING.

EXHIBIT "B"

Permitted Exceptions

Exhibit 2.4.1

Title Defects

SPACE RESERVED FOR CLERK OF SUPERIOR COURT

SURVEY LEGEND
B.S.L. - BUILDING SETBACK LINE
CMP - CORRUGATED METAL PIPE
CMF - CONCRETE MONUMENT FOUND
DB - DEED BOOK
DE - DRAINAGE EASEMENT
DIP - DUCTILE IRON PIPE
FDC - FIRE DEPARTMENT CONNECTION
FES - FLARED END SECTION (STORM)
FFE - FINISHED FLOOR ELEVATION
GI - GRATE INLET
HDPE - HIGH DENSITY POLYETHYLENE
IE - INVERT ELEVATION
IPF - IRON PIN FOUND
IPS - IRON PIN SET (CAPPED 1/2" REBAR)
N/F - NOW OR FORMERLY
OCS - OUTLET CONTROL STRUCTURE
OTP - OPEN TOP PIPE
P.O.B. - POINT OF BEGINNING
PTF - POWER TELEPHONE POLE
POC - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SSE - SANITARY SEWER EASEMENT
TPOB - TRUE POINT OF BEGINNING
TYP - (TYPICAL)
PROPERTY CORNER FOUND
PROPERTY CORNER
CMF-CONCRETE MONUMENT FOUND
ELEVATION BENCHMARK
DELTA (SURVEY CONTROL)
AIR CONDITIONING UNIT
CB - CATCHBASIN
CO - CLEANOUT
FO - FIBER OPTIC (MARKER)
FH - FIRE HYDRANT
GAS VALVE
GAS METER
GAS MARKER
GUY WIRE/ANCHOR
HW - HEADWALL
JB - JUNCTION BOX
LP - LIGHTPOLE
MH - MANHOLE
SSMH-SANITARY SEWER MANHOLE
TPED - TELEPHONE PEDESTAL
WI - WEIR INLET
WM - WATER METER
WV - WATER VALVE
UTILITY POLE
TRANSMISSION UTILITY POLE
POWER TRANSFORMER
FENCE LINE — X — — X —
OVERHEAD UTILITY — OHU —
OVERHEAD POWER — OHP —
UNDERGROUND POWER — P —
OVERHEAD TELEPHONE — OHT —
UNDERGROUND TELEPHONE — T —
TRAFFIC UTILITY — TR —
FIBER-OPTIC — FO —
NATURAL GAS — GAS —
FLOOD PLAIN — FP —
SANITARY SEWER — SS —
SEWER FORCEMAIN — FM —
SANITARY SEWER SERVICE — SVC —
WATERLINE — W —

REFERENCES

ALTA/NSPS LAND TITLE SURVEY FOR GRADUATE ATHENS, BY GRS GROUP, AND DATED 06/12/2024.

PB 17 PG 140

DB 1410 PG 195

PB G PG 44D

PB 33 PG 344

SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.

SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL 21, BY BEN MCLEROY & ASSOCIATES, DATED 06/05/1970.

SURVEY BY GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PROPOSED DOUGHERTY STREET EXTENSION CLARKE COUNTY, PROJECT NUMBER U-014-1(4) & LOOP, DATED 05/15/1968.

SURVEY FOR ATHENS AVENUE REDEVELOPMENT PROJECT GA R-51, BY BEN MCLEROY & ASSOCIATES, DATED OCTOBER 1966.

SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.

SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL NOS. 21AND 23, BY BEN MCLEROY & ASSOCIATES, DATED 03/03/1971.

UTILITY NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. 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 BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEY NOTES

1. *THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,934 FEET, AND WAS UNADJUSTED.*
2. *THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A GEOMAX ZOOM 95 SERIES TOTAL STATION.*
3. *THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 561,052 FEET FOR TRACT 1, 1 FOOT IN 462,343 FEET FOR TRACT 2, 1 FOOT IN 354,671 FEET FOR TRACT 3, 1 FOOT IN 225,860 FEET FOR TRACT 4, AND 1 FOOT IN 38,600 FEET FOR TRACT 5.*

TRACT 1: 4.485 ACRES
TRACT 2: 8.665 ACRES
TRACT 3: 3.800 ACRES
TRACT 4: 1.190 ACRES
TRACT 5: 0.016 ACRES
TOTAL: 18.156 ACRES

4.485 ACRES
TRACT 1
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 163D3 D001
293 HOYT STREET
ZONING "P"

8.665 ACRES
TRACT 2
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 163D3 D001
293 HOYT STREET
ZONING "P"

1.190 ACRES
TRACT 4
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 163D3 N001
550 NORTH JACKSON STREET
ZONING "C-D"

0.016 ACRES
TRACT 5
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 171B1 B001
230 E STRONG STREET
ZONING "C-D"

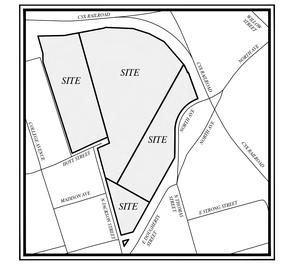
3.800 ACRES
TRACT 3
ATHENS HOTEL PARTNERS LLC.
PARCEL 163D3 L002
295 E DOUGHERTY STREET
ZONING "C-D"

Curve Table

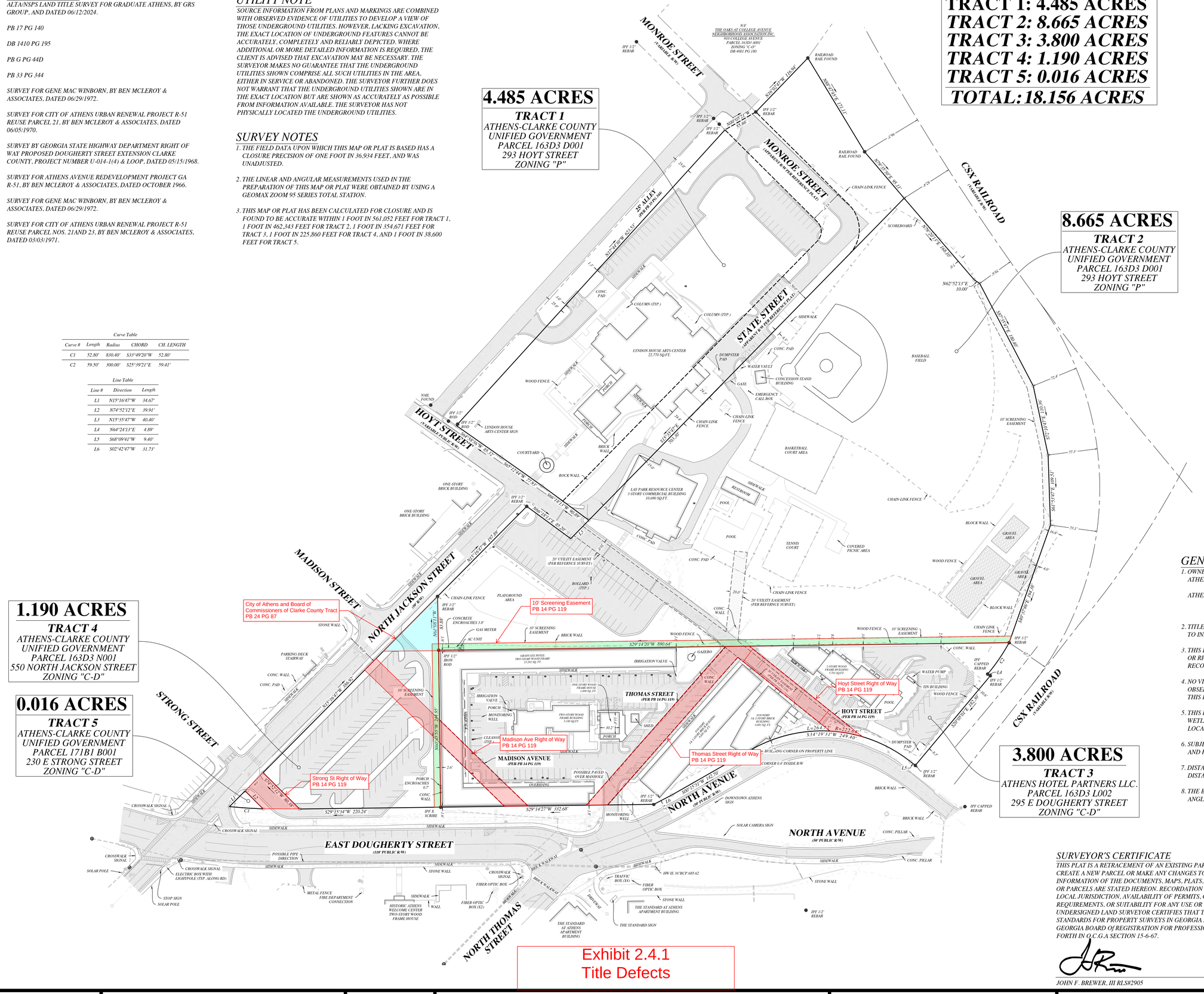
Curve #	Length	Radius	CHORD	CH. LENGTH
C1	52.80'	830.40'	S33°49'20"W	52.80'
C2	59.50'	300.00'	S25°39'21"E	59.41'

Line Table

Line #	Direction	Length
L1	N15°16'47"W	34.67'
L2	N74°52'12"E	59.91'
L3	N15°35'47"W	40.40'
L4	N64°24'13"E	4.89'
L5	S68°09'41"W	9.40'
L6	S02°42'47"W	31.73'



VICINITY MAP
NOT TO SCALE



GENERAL NOTES

1. *OWNER OF RECORD FOR THE SUBJECT PROPERTY IS:*
   ATHENS HOTEL PARTNERS LLC.,
   -PARCEL 163D3 L002
   ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
   - PARCEL 163D3 L001
   - PARCEL 171B1 B001
2. *TITLE REFERENCES REGARDING ADJOINERS ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.*
3. *THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT(S) OR RIGHT(S) OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.*
4. *NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.*
5. *THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.*
6. *SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED.*
7. *DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.*
8. *THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).*

SURVEYOR'S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

JOHN F. BREWER, III RLS#2905 — *04/28/2025* DATE

Exhibit 2.4.1
Title Defects

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
355 Oneta Street, Ste. D100
Athens, GA 30601
P: (706) 310-0400
www.waengineering.com | info@waengineering.com

JOB NUMBER: 23-0369

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

GA WEST ZONE
1002 NAD 83

0 25 50 100
SCALE 1" = 50'

RETRACEMENT SURVEY FOR:

THE GRADUATE

295 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
ATHENS-CLARKE COUNTY
G.M.D. 220

DATE: 04/28/2025

REVISIONS:

DRAFTED BY: AE

REVIEWED BY: AC

SHEET 1 OF 1

GEORGIA REGISTERED NO. 2905 LAND SURVEYOR JOHN F. BREWER III

Surveyor contact information:
John F. Brewer, (706) 310-0400
JBrewer@waengineering.com

X:\Projects\2023\23069\The Graduate\W&A Survey\SU\23069-East Dougherty.dwg 4-29-25 09:49:35 AM acobb

TITLE DEFECTS - UNDERLYING DOCUMENTS

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY GA.
Jun 4 4 27 PM '75
RECORDED
BOOK 388 PAGE 970
DATE June 5 1975
KING EPPS CLERK

GEORGIA, :

CLARKE COUNTY. :

THIS INSTRUMENT, made this 18th day of April, 1975, by THE MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation existing under the Laws of the State of Georgia;

W I T N E S S E T H:

That THE MAYOR AND COUNCIL OF THE CITY OF ATHENS is the fee owner of the following described real property in the County of Clarke, State of Georgia, to-wit:

LYNDON HOUSE COMMUNITY CENTER - Multi-Purpose Recreational Facility:

Parcel A: Beginning at a point on the southwest corner of the intersection of Hoyt Street and Thomas Street, and running thence north 11 degrees 51 minutes east 71.7 feet; thence north 28 degrees 09 minutes east 95.6 feet; thence north 11 degrees 52 minutes west 90.5 feet; thence north 3 degrees 04 minutes west 106.3 feet; thence north 46 degrees 02 minutes west 165.2 feet; thence north 0 degrees 02 minutes east 174.3 feet; thence north 86 degrees 56 minutes west 180.4 feet; thence south 63 degrees 32 minutes west 10 feet; thence south 80 degrees 00 minutes west 168.1 feet; thence south 14 degrees 56 minutes east 743.7 feet; thence south 66 degrees 58 minutes west 85.2 feet; thence south 14 degrees 37 minutes east 197.8 feet; thence south 60 degrees 08 minutes east 83.8 feet; thence north 29 degrees 52 minutes east 422.4 feet to the beginning point.

Parcel B: Beginning at a point on the southwest corner of the intersection of Hoyt Street and Thomas Street, and running thence north 29 degrees 52 minutes east 467.9 feet; running thence north 39 degrees 41 minutes west 194 feet; thence running thence north 39 degrees 41 minutes west 109.3 feet; thence running north 61 degrees 14 minutes west 110.7 feet; thence running north 71 degrees 31 minutes west 174.3 feet; thence running south 0 degrees 2 minutes west 165.2 feet; thence running south 46 degrees 2 minutes east 106.3 feet; thence running south 11 3 degrees 4 minutes east 90.5 feet; thence running south 22 degrees degrees 52 minutes east 95.6 feet; thence running south 11 degrees 51 9 minutes west 71.7 feet to the beginning point.

EAST ATHENS COMMUNITY CENTER - Multi-Purpose Recreational Facility:

All that tract or parcel of land lying and being in the City of Athens, Clarke County, Georgia, on the northeasterly side of McKinley Drive, and being a part of the East Athens School Lot, and particularly described as follows:

Beginning at a point on the northeasterly side of McKinley Drive opposite the intersection of Baker Street with McKinley Drive, and running thence north 43 degrees 21 minutes east 505 feet; running thence south 46 degrees 39 minutes east 330 feet; running thence north 41 degrees 22 minutes east 224.9 feet; thence running north 46 degrees 42 minutes west 606 feet; thence running south 43 degrees 18 minutes west 700 feet; thence running south 25 degrees 34 minutes west 20 feet; thence running south 27 degrees east 30.3 feet; thence running south 46 degrees 39 minutes east along the northeasterly side of McKinley Drive 248.5 feet to the beginning point.

RIVERSIDE PARK - A Recreational Park and Playground:

Being a tract of land located in the City of Athens as conveyed to said City by John S. Linton, et. al., to City of Athens, dated May 18, 1892, recorded in Deed Book MM, at Page 418; Chief of Police Deed of Cran Oliver to Mayor and Council of City of Athens, dated August 6, 1895, recorded in Deed Book PP, at Page 226; City Marshall Deed of A. E. Arnold, City Marshall, to Mayor and Council of City of Athens, dated July 20, 1900, recorded in Deed Book VV, at Page 224; Deupree Hunnicutt to The Mayor and Council of the City of Athens, dated June 1, 1925, recorded in Deed Book 42, at Page 559; Mrs. Lucy G. Yancey, by Heirs at Law, to The Mayor and Council of the City of Athens, dated April 30, 1925, recorded in Deed Book 42, at Page 560; all as recorded in the Clerk's Office, Superior Court of Clarke County, Georgia, reference to which is hereby made.

Provided there was conveyed out of the above-described properties an easement from The Mayor and Council of the City of Athens to the Georgia Power Company, dated November 14, 1949, recorded in Deed Book 116, Page 565; Deed from the Mayor and Council of the City of Athens to The State Highway Department, dated October 24, 1958, recorded in Deed Book 175, at Page 154; Deed from The Mayor and Council of the City of Athens to The State Highway Department, dated December 22, 1958, recorded in Deed Book 177, at Page 151; an easement of The Mayor and Council of the City of Athens to Georgia Power Company, dated June 15, 1971, recorded in Deed Book 358, at Page 522; all as recorded in the Clerk's Office, Superior Court of Clarke County, Georgia, reference to which is hereby made.

ROCKSPRING PARK - A Recreational Park, Swimming Pool, and Bathhouse:

That tract or parcel of land situated, lying and being in the City of Athens, Clarke County, Georgia, on the south side of Henderson Extension and being known and designated as Blocks D and E and I and H of the Benning property and the portions of Second Street and Benning Street appurtenant thereto and the northern one-half of that portion of Country Club Place appurtenant thereto, all as is shown on a plat recorded in the Office of the Clerk of the Superior Court of Clarke County, Georgia, in Deed Book 15, page 652. The property herein described is the same property conveyed to Shackelford and Lamkin by a deed from Echols which has been recorded in said Clerk's Office in Deed Book 40, Page 502.

DUDLEY PARK - A Recreational Park with Accessory Building:

All that tract or parcel of land, containing eight and 6/10 (8.6) acres, more or less, situate, lying and being in the City of Athens, Clarke County, Georgia, being bounded on the West by the Oconee River, on the South by Trail Creek and on the North and East by the right of way of the Georgia Railroad.

A plat thereof appears of record in Deed Book 122, page 390, Clerk's Office, Superior Court of Clarke County, Georgia, reference to which is made, and the same is incorporated herein by such reference.

REESE STREET PARK - A Recreational Park with Playground:

That tract or parcel of land, with the improvements thereon, situate, lying and being in the City of Athens, Clarke County, Georgia, particularly described as follows:

Beginning at the corner formed by the intersection of the southerly side of Reese Street with the easterly side of Pope Street, and running thence easterly along the southerly side of Reese Street 226 feet to a point; thence in a southeasterly direction 148 feet to a point which is 287 feet easterly from Pope Street; thence in a westerly direction 287 feet to the easterly side of Pope Street; thence northerly along the easterly side of Pope Street 135 feet to the beginning point; and being the tract of land designated as parcel No. 2 in a deed from The American Missionary Association to the Board of Education of the City of Athens, dated March, 1937, recorded in Deed Book 70, page 462, Clarke County Records.

which said lands and parcels comprise LYNDON HOUSE COMMUNITY CENTER, a Multi-Purpose Recreational Facility; EAST ATHENS COMMUNITY CENTER, a Multi-Purpose Recreational Facility; RIVERSIDE PARK, a Recreational Park and Playground; ROCKSPRING PARK, a Recreational Park, Swimming Pool, and Bathhouse; DUDLEY PARK, a Recreational Park with Accessory Building; and REESE STREET PARK, a Recreational Park with Playground, in the City of Athens, County of Clarke, State of Georgia, and THE MAYOR AND COUNCIL OF THE CITY OF ATHENS hereby makes the following declaration of restrictions regarding the sale, lease, mortgaging, or the creation of any other indebtedness or other transfer of the aforesaid lands and parcels, in consideration of and pursuant to the terms of a certain grant of Federal financial assistance made under Title VII of the Housing Act of 1961, Public Law 91-609, 84 Stat. 1781, 42 U.S.C. 1500, by the Department of Housing and Urban Development to said MAYOR AND COUNCIL OF THE CITY OF ATHENS for the purpose either or/and acquisition and development of said properties for said purposes, hereby specifying that the said declaration of restrictions shall constitute a covenant to run with all of the above described parcels of land and shall be binding upon THE MAYOR AND COUNCIL OF THE CITY OF ATHENS and all who may claim under it, to-wit:

The sale, lease, mortgaging, or creation of any other indebtedness or other transfer of LYNDON HOUSE COMMUNITY CENTER, EAST ATHENS COMMUNITY CENTER, RIVERSIDE PARK, ROCKSPRING

PARK, DUDLEY PARK, and REESE STREET PARK properties, or any interest therein, is and shall be subject to the prior approval of the Secretary of Housing and Urban Development, his designee or any successor thereto.

Said restrictive covenant shall be perpetual and shall apply to and be forever binding upon THE MAYOR AND COUNCIL OF THE CITY OF ATHENS, its successors and assigns, unless sooner released by the Secretary of Housing and Urban Development, his designee or any successor thereto.

IN WITNESS WHEREOF, the City has caused this instrument to be duly executed in its behalf and its seal to be hereunto affixed and attested, all on this 18 day of APRIL, 1975.

THE MAYOR AND COUNCIL OF THE CITY OF ATHENS (SEAL)

By: Julian L Bishop
Mayor

Attest: Johnny C Fowler
City Clerk

Witnessed by:

Geraldine Seagraves

Pauline D. Fickin

Notary Public, Clarke County, Georgia
My Commission Expires Nov. 22, 1978

STATE OF GEORGIA, :
COUNTY OF CLARKE :

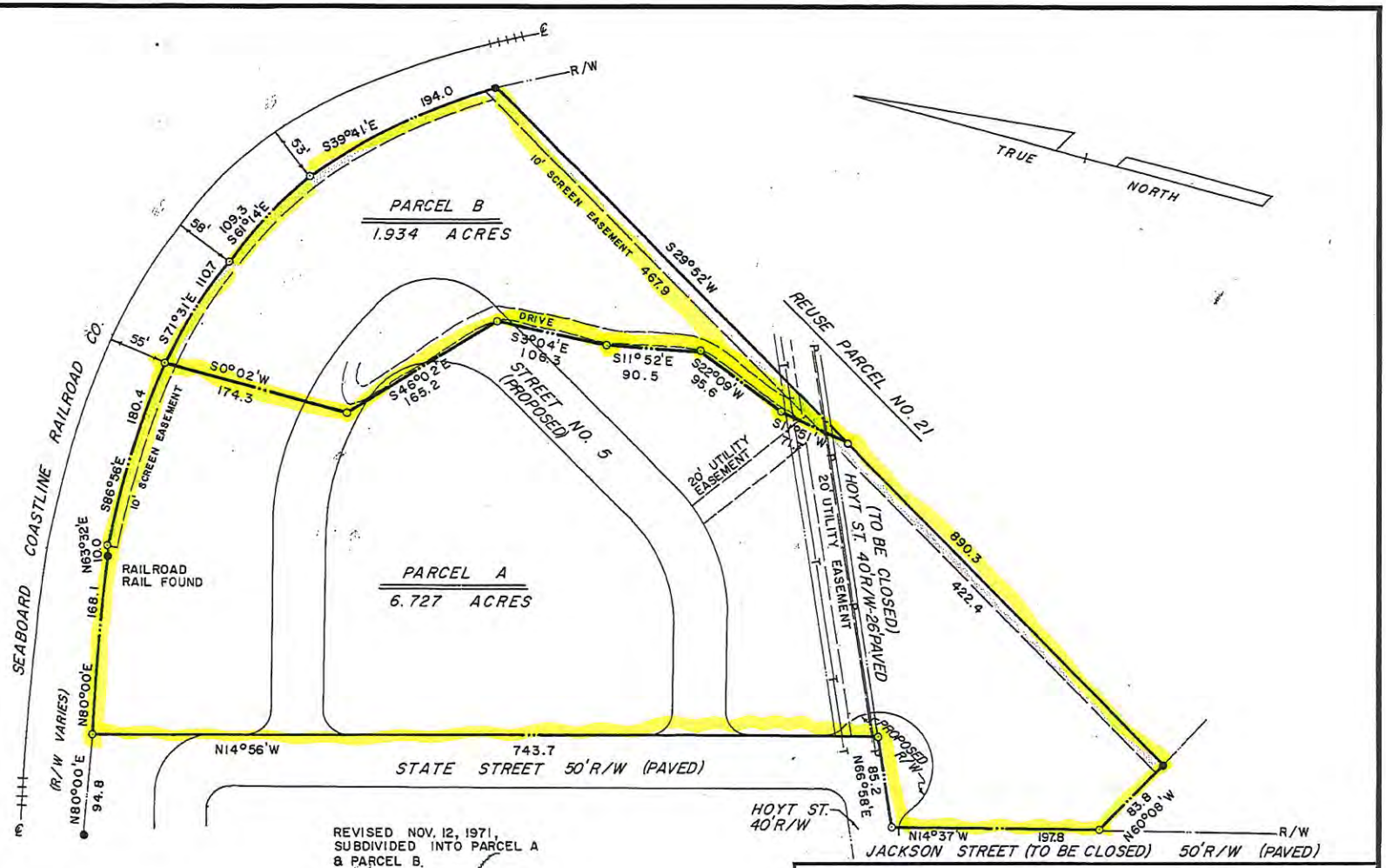
Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared JULIUS F. BISHOP, Mayor, and JOHNNY FOWLER, Clerk of The Mayor and Council of the City of Athens, with whom I am personally acquainted and who, upon their several oaths, acknowledged themselves to be the Mayor and City Clerk, respectively, of The Mayor and Council of the City of Athens, and that they, as such Mayor and Clerk of The Mayor and Council of the City of Athens, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The Mayor and Council of the City of Athens, by the said Julius F. Bishop, as Mayor, and by the said Johnny Fowler, as City Clerk, attesting the same.

Witness my hand and Notarial Seal at my office in said Clarke County, this 18th day of April, 1975.

Pauline D. Tiller
NOTARY PUBLIC

Notary Public, Clarke County, Georgia
My Commission Expires Nov. 22, 1975

My Commission Expires: _____



REVISED NOV. 12, 1971, SUBDIVIDED INTO PARCEL A & PARCEL B.

Ben McLeroy

REVISED MARCH 9, 1971, TO SHOW ADDITIONAL INFORMATION ON HOYT STREET.

Ben McLeroy

REF.: (1) DEED BOOK 1, PAGE 363..
(2) OUR PLAT OF REUSE PARCEL NO. 21, DATED JUNE 5, 1970.
(3) OUR SURVEY FOR ATHENS BOILER AND MACHINE WORKS, DATED DEC. 23, 1964.

GEORGIA REGISTERED No. 1184 Expires 1-1-72 LAND SURVEYOR BEN McLEROY

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Ben McLeroy

Member Ga. Assn. Reg. Land Surveyors

●___Denotes Iron Pin Found

○___Denotes Iron Pin Set

FIELD BOOK 218, PAGE 37 CLOSURE: 1/5,000.

SURVEY FOR
CITY OF ATHENS URBAN RENEWAL
PROJECT R-51
REUSE PARCELS NOS. 22 AND 23
ATHENS

COUNTY: CLARKE	GMD: 216	STATE: GEORGIA
DATE: MARCH 3, 1971	SCALE: 1" = 100'	DWN. BY: K.H.

SURVEYED BY: BEN McLEROY AND ASSOCIATES
ENGINEERS & SURVEYORS ATHENS, GA.

Unrecorded Plat

U 137 A

351-664
RTV

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY GA.
MAR 13 2 47 PM '71 BOOK 351 PAGE 664

RECORDED
BOOK 357 PAGE 664
DATE 3/13/1971
KING CRAWFORD CLERK

STATE OF GEORGIA)
: W A R R A N T
COUNTY OF CLARKE)

THIS INDENTURE, Made and entered into this 8 day of February, 1971, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized and existing under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

W I T N E S S E T H :

That the Party of the First Part, for and in consideration of the property herein described being used by the City of Athens for the purpose of creating a park and place of recreation in said City, does hereby grant, bargain, and convey to the Party of the Second Part, its successors and assigns, the following described property, to-wit:

All that tract or parcel of land, lying and being in the City of Athens, Clarke County, Georgia, containing 2.435 acres net, and being more particularly described as follows:

Beginning at a point at the center of the intersection of existing Jackson Street and existing Strong Street and running thence along the center line of Jackson Street north 14 degrees 44 minutes west 222.1 feet to an iron pin; running thence north 26 degrees 44 minutes east 149.5 feet to an iron pin; running thence south 60 degrees 8 minutes east 225 feet to an iron pin situated on the westerly side of proposed Dougherty Street; running thence along the right of way of said proposed Dougherty Street south 29 degrees 52 minutes west 248.1 feet to an iron pin; running thence in a southwesterly direction to an iron pin, which said iron pin is situated south 39 degrees 37 minutes west 257 feet chord distance from the last mentioned iron pin; running thence south 49 degrees 22 minutes west 31 feet to an iron pin; running thence in a southwesterly direction to an iron pin on the east side of College Avenue, said iron pin being situated south 55 degrees 27 minutes west 161.3 feet chord distance from the last mentioned iron pin; running thence along the easterly side of College Avenue north 17 degrees 12 minutes west 220.2 feet to an iron pin situated in the center of Strong Street; running thence north 75 degrees 28 minutes west 312.5 feet to the beginning point and iron pin.

FORTSON, BENTLY & GRIFFIN
ATTORNEYS AT LAW
401 SOU. MUTUAL BLDG.
P. O. BOX 1744
Athens, Ga. 30601

2.435 ac,
Parcel 20
@ Plat
(13-126)

The above described property is identified as "Reuse Parcel No. 20" according to a plat by Ben McLeroy and Associates, dated December 16, 1970, entitled "Survey for City of Athens Urban Renewal Project R-51", reference being made to said plat for a more detailed description of the property herein conveyed.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964, and approved October 6, 1964, said Plan being recorded in Deed Book 275, page 238, in the Office of the Clerk, Superior Court of Clarke County, Georgia.

Expired
9/1/1984

The City of Athens in taking under this instrument and in accepting this deed, agrees that said property shall be set apart, designated, treated and maintained by the governing authorities of said City as a public park and place of recreation until the year 1984, at which time there will be no further requirement that this property has to be used for park and recreational purposes.

The Party of the Second Part further covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to time.

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 GOO MUTUAL BLDG.
P. O. BOX 1744
Athens, Ga. 30601

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Mayor and Council of the City of Athens, Urban Renewal Department, has caused these presents to be signed by the Mayor and its Clerk of Council and affixed its seal hereto the day and year first above mentioned.

MAYOR AND COUNCIL OF THE CITY OF ATHENS, Urban Renewal Department

Julian F. Bishop
Mayor

A. J. Smith
Clerk

Signed, sealed and delivered
in the presence of:

Peggy T. Hamblin

Pauline D. Tiller
Notary Public, Georgia at Large.

My commission expires

Notary Public, Clarke County, Georgia
My Commission Expires May 26, 1971

For recording of Plat, see Plat Book 13, Page 126

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 SOU. MUTUAL BLDG.
P. O. BOX 1744
Athens, Ga. 30601

380-929
RTV

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY GA.
Dec 10 9 20 AM '73
RECORDED
BOOK 320 PAGE 229
DATE 12-10-73
KING CRAWFORD CLERK

STATE OF GEORGIA

COUNTY OF CLARKE

THIS INDENTURE, made and entered into this 19 day of Sept, 1973, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

WITNESSETH: That the Party of the First Part for and in consideration of the sum of TEN THOUSAND FIVE HUNDRED THIRTY AND 62/100 ($10,530.62) DOLLARS and other valuable consideration to it in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situate in the City of Athens, lying and being in the County of Clarke in the State of Georgia, and being more particularly described as follows:

1.934 ac, Tract B

See unrecorded plat @ Plat Packet

All that tract or parcel of land lying and being in Athens, Clarke County, Georgia situated on the southerly side of the Seaboard Coastline Railroad Co. containing 1.934 acres and being more particularly shown on that certain plat by Ben McLeroy & Associates, dated March 3, 1971, as revised November 12, 1971, entitled "Survey for City of Athens Urban Renewal Project R-51 Reuse Parcels Nos. 22 and 23". The property herein described being identified on said plat as "Parcel B 1.934 acres" reference being made to said plat for a more detailed descirption of the property herein described.

This property is conveyed subject to a ten ft. screen easement as shown on the aforesaid plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

PORTION, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 DOM MUTUAL BLDG
P. O. BOX 1049
Athens, Ga. 30601

BOOK 380 PAGE 929

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964, and approved October 6, 1964, said plan being recorded in Deed Book 275, page 238, in the Office of the Clark, Superior Court, Clarke County, Georgia.

Expired 9/1/1984

The Party of the Second Part covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to the time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, has caused these presents to be signed by the MAYOR AND CLERK OF COUNCIL and affixed its seal hereto the day and year first above written.

MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT

Julian E. Bishop
Mayor

Lilburn C. Faulkner
Clerk

Signed, sealed and delivered in the presence of:

Wayne C. Hall

Pauline S. Hall
Notary Public, Clarke Co., Ga.

BOOK 380 PAGE 320

STATE OF GEORGIA

COUNTY OF CLARKE

THIS INDENTURE, Made and entered into this 24 day of May, 1972, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of THIRTY - SIX THOUSAND SIX HUNDRED TWENTY-NINE AND NO/100 ($36,629.00) DOLLARS and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situated in the City of Athens, lying and being in the County of Clarke in the State of Georgia, and being more particularly described as follows:

All that tract or parcel of land lying and being in the City of Athens, Clarke County, Georgia, on the East side of State Street, containing 6.727 acres and being identified as Parcel A on that certain plat by Ben McLeroy & Associates dated March 3, 1971 as revised November 12, 1971, entitled "City of Athens Urban Renewal, Project R-51, Reuse Parcels Nos. 22 and 23" and said plat being attached hereto and made a part of the deed for a more detailed description of the property herein described.

6.727 ac, Parcel A

See unrecorded plat @ Plat Packet

This property is conveyed subject to that certain utility easement and screen easement as shown on the aforesaid plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal

Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964 and approved October 6, 1964, said plan being recorded in Deed Book 275, page 238 in the Office of the Clerk, Superior Court, Clarke County, Georgia.

Expired 9/1/1984

The Party of the Second Part covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use of occupancy of the land conveyed herein, said covenant to have no limitation as to the time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, THE MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, has caused these presents to be signed by the MAYOR AND CLERK OF COUNCIL and affixed its seal hereto the day and year first above written.

MAYOR AND COUNCIL OF THE CITY OF ATHENS,
URBAN RENEWAL DEPARTMENT

Edwin L. Bishop
MAYOR

A D Smith
CLERK

Signed, sealed and delivered
in the presence of:

Joseph Davis

Pauline S. Tribble

Notary Public, Georgia at Large.

Notary Public, Clarke County, Georgia
My commission expires [illegible]

BOOK 371 PAGE 39

373-86
RTV

STATE OF GEORGIA

COUNTY OF CLARKE

373 Oct. 11, 86

THIS INDENTURE, Made and entered into this 22nd day of February, 1972, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of NINETY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-THREE AND 11/100 ($97,583.11) DOLLARS and other valuable considerations to it in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situate in the City of Athens, lying and being in the County of Clarke in the State of Georgia, and being more particularly described as follows:

All that tract or parcel of land lying and being in the City of Athens, Clarke County, Georgia, containing 2.435 acres and being situate on the Northwesterly side of Proposed Dougherty Street Relocation and being identified as Reuse Parcel No. 20 according to the plat by Ben McLeroy & Associates dated December 16, 1970 entitled "Survey for City of Athens Urban Renewal, Project R-51 Reuse Parcel No. 20", said plat being attached hereto and made a part of the description by reference thereto.

2.435 ac, Parcel 20 @ Plat (13-126)

This property is conveyed subject to that certain utility easement and screen easement as shown on the aforesaid plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

BOOK 373 PAGE 86

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
[illegible] MUTUAL BLDG.
P. O. BOX 1744
Athens, Ga. 30601

Expired
9/1/1984

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964 and approved October 6, 1964, said plan being recorded in Deed Book 275, page 238, in the Office of the Clerk, Superior Court, Clarke County, Georgia.

The Party of the Second Part convenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to the time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, has caused these presents to be signed by the MAYOR AND CLERK OF COUNCIL and affixed its seal hereto the day and year first above written.

MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT

Julian H. Bishop
MAYOR

C D Smith
CLERK

Signed, sealed and delivered in the presence of:

Peggy L. Hinton

Notary Public, Georgia at Large.

BOOK 373 PAGE 86

FILED [illegible]

355-409
RTV

1.985 ac, follow these calls along with Plat(13-152)

This 1.985 ac conveys a portion of the metes and bounds of subject according to the most current tax assessor map. Said portion was never conveyed by Clarke County School District of record and therefore remains vested in said entity. Please inquire.

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY, GA.
JUN 11 4 42 PM '71
RECORDED
BOOK 355 PAGE 409
DATE JUN 11 1971
CLERK SUPERIOR COURT CLERK

STATE OF GEORGIA)
(W A R R A N T Y D E E D
COUNTY OF CLARKE)

THIS INDENTURE, Made and entered into this 17 day of May, 1971, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized and existing under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and CLARKE COUNTY SCHOOL DISTRICT of Clarke County, Georgia, hereinafter referred to as Party of the Second Part,

W I T N E S S E T H :

That the Party of the First Part, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATIONS, to it in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situate in the City of Athens lying and being in the County of Clarke in the State of Georgia, more particularly described as follows:

Beginning at an iron pin on the east side of College Avenue, said iron pin being 137.5 feet southeast of the intersection of College Avenue and Hoyt Street, and running thence along said College Avenue south 17 degrees 07 minutes east 195 feet to an iron pin; running thence north 73 degrees 29 minutes east 319.1 feet to an iron pin; running thence north 26 degrees 44 minutes east 149.5 feet to an iron pin; running thence north 60 degrees 08 minutes west 103.8 feet to an iron pin; running thence north 14 degrees 37 minutes west 197.8 feet to an iron pin on the south side of Hoyt Street; running thence along said Hoyt Street south 65 degrees 44 minutes west 50.7 feet to an iron pin; running thence south 14 degrees 37 minutes east 150 feet to an iron pin; running thence south 65 degrees 44 minutes west 120 feet to an iron pin; running thence south 69 degrees 16 minutes west 185.6 feet to the beginning point and iron pin.

The above described property contains 1.985 acres and is more particularly shown on a plat by Ben

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 BOU MUTUAL BLDG.
P O BOX 1744
Athens, Ga. 3061

BOOK 355 PAGE 409

McLeroy and Associates dated May 7, 1971, entitled "Survey for City of Athens - Urban Renewal Authority", the property herein described being identified on said plat as "Parcel 19", reference being made to said plat for a more detailed description of the property herein conveyed.

This property is conveyed subject to the proposed right of way of Hoyt Street as shown on said plat and is also conveyed subject to a 20-foot utility easement as shown on said plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns in fee simple.

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal AReа, Project No. Ga. R-51 dated August, 1964 and approved October 6, 1964, said Plan being recorded in Deed Book 275, page 238 in the Office of the Clerk, Superior Court, Clarke County, Georgia.

The Party of the Second Part further covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

Expired 9/1/1984

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 SOU. MUTUAL BLDG.
P. O. BOX 1344
Athens, Ga. 30601

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Mayor and Council of the City of Athens has caused these presents to be signed by the Mayor and its Clerk of Council and affixed its seal hereto the day and year first above mentioned.

MAYOR AND COUNCIL OF THE
CITY OF ATHENS

William F. Barlow
Mayor

A. D. Snow Jr.
Clerk

Signed, sealed and delivered
in the presence of:

Peggy L. Hamlin

Broadus Bentley
Notary Public, Georgia at Large.

My commission expires: 3/13/75

(SEAL)

NOTARY PUBLIC CLARKE COUNTY, GA.

For recording of Plat, see Plat Book 12, Page 157

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 GOU MUTUAL BLDG.
P. O. BOX 1746
Athens, Ga. 30601

BLOCK	PARCEL	AREA TO BE ACQUIRED	REMARKS	AREA REMAINING	ORIGINAL PROPERTY OWNER	EASEMENT AREA CONSTRUCTION	EASEMENT AREA DRIVEWAY
21	5	492		21,608	PETE PETROPOL	267 Sq.Ft.	
23	1	221		8,679	PRESBYTERIAN CHURCH	116	
24	2				BERTRAM S. BOLEY		
20	2	5,895		8,305	MRS. LAURA CARITHERS	620	
20	4	50		5,400	EUGENE ALEWINE et al.	132	
20	5	498		2,402	MRS. MARJORIE MATTHEWS	1,127	
20	6	3,544		56	NO. GA. PROD. CREDIT CORP.	56	
20	7	2,432		1,168	R. W. WELCH	508	
20	8	6,880		520	DORIS E. MOSEMAN		500 Sq.Ft.
20	9	3,482		18	T. H. PORTERFIELD	18	
20	10	2,317		5,383	MRS. MATTIE LEE HUFF	412	
19	1	2,350		2,650	WALTER SAMS		
19	3	812	New Parcel "W"	5,488	DONALD G. JOEL	390	150
19	4	9,568	New Parcel "W"	3,332	DONALD G. JOEL	258	1210
19	6	6,008	New Parcel "W"	42	DONALD G. JOEL	42	
19	7	3,238	New Parcel "W"	3,912	DONALD G. JOEL	627	600
19	8	10	New Parcel "W"	6,040	DONALD G. JOEL		638
19	12	4,050		10,700	ARKANSAS FUEL CO.		
19	13	3,772		4,578	MRS. AUBIE ROBERTSON		
14	1	12,500			M. R. HUFF		
14	2	5,054		46	JESSIE MAE & SARAH B. TOLBERT	46	
14	3	2,678		3,722	MRS. ALLIE MAE SWINDLE	1,469	
14	4	12		7,088	PAUL WAYNE ROBERTSON	596	
~~14~~	~~5~~		New Parcel "T"		A. B. GRIFFITH		
14	6	1,660		8,840	ANDREW CHALEVES	544	
14	7	6,684	New Parcel "T"	2,116	A. B. GRIFFITH	1,175	
14	8	8,700	New Parcel "U"	600	S. T. ALEWINE	575	
14	9	3,215	New Parcel "U"	1,785	S. T. ALEWINE	1,064	
14	10	5,204		896	MRS. H. G. BEARD	796	
8	12	1,892		27,608	BENSON'S BAKERY	1,746	

CURVE DATA
P.I. Sta 17+83.77
Δ = 25°20'Lt.
D = 7°00'
T = 183.96'
Lc = 361.90'

CURVE DATA
P.I. Sta 21+33.23
Δ = 19°29'Lt.
D = 7°00'
T = 140.52'
Lc = 278.33'

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
3	GA.	U-014-1 (4) & Loop		2	4

REVISION

DATE	REMARKS
May 15, 1968	Added Easement Area Taken & Militia District
May 15, 1968	Added names of Original Property Owners
May 15, 1968	Added Parcel "B"

Sta. 15+00
Begin U-014-1(4) & Loop
Phase I

PRESBYTERIAN CHURCH TRUSTEES

Parcel "B" to be acquired as separate transaction

T = 0.005 Ac.
RR = 0.199 Ac.±
Constr. Easement Area = 116 Sq. Ft.
Sta. 17+43.2 on Survey ℄ =
Sta. 0+00.0 on College Avenue

FOREST HEIGHTS DEVELOPMENT CO.

Parcel "A" to be acquired as separate transaction.

T = 0.002 Ac
RR = 0.227 Ac.±
Constr. Easement Area = 237 Sq. Ft.

Sta 25+60 ℕ Survey ℄ =
Sta 26+75.54 Thomas St. Const. ℄

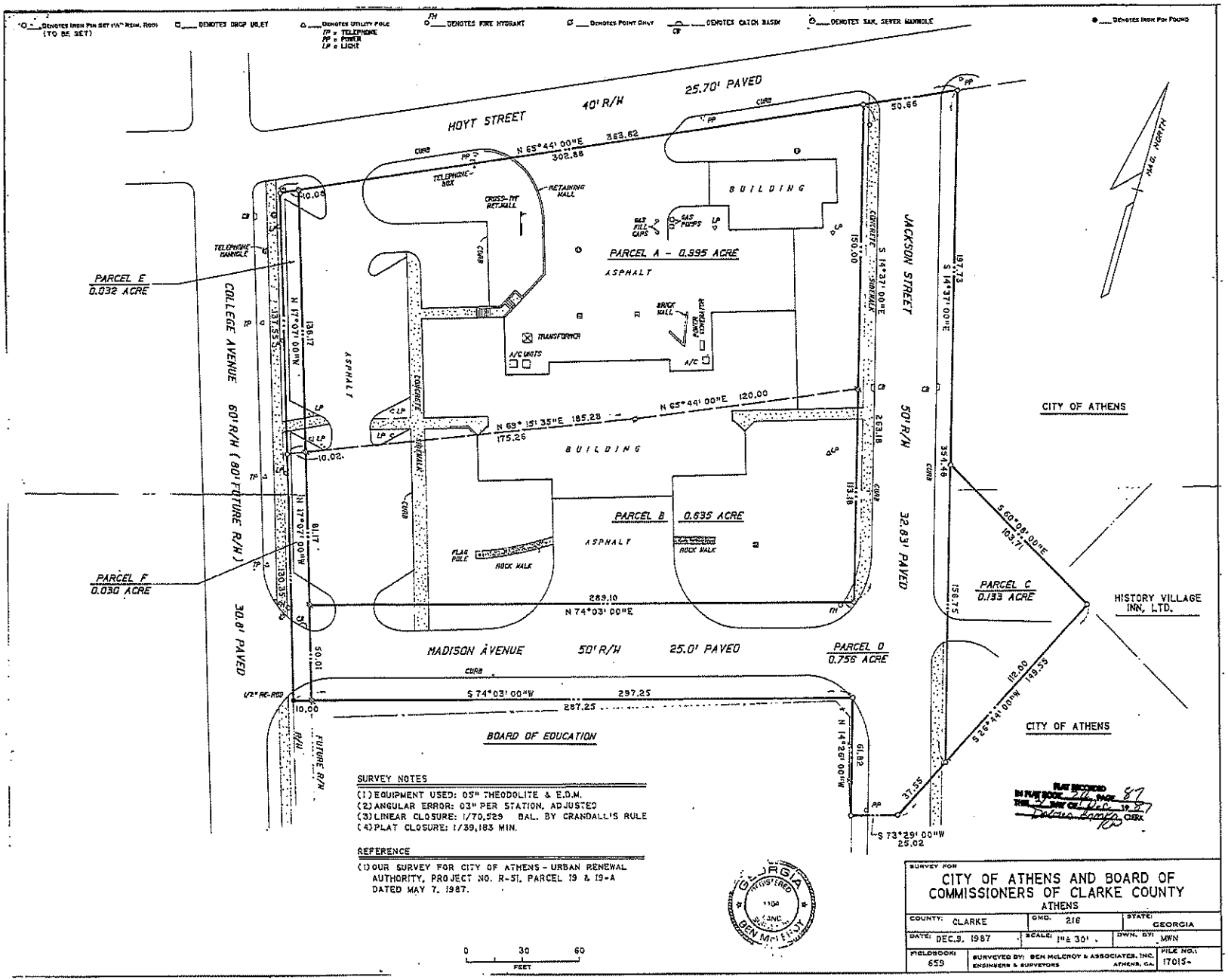
Sta 27+39.4 ℕ Survey ℄ =
Sta 27+61.6 on Spur Survey ℄

CURVE DATA
P.I. Sta. 25+00.0 (Const. ℄)
Δ = 45°00'Lt.
D = 16°00'
T = 148.80'
Lc = 281.25'

STATE HIGHWAY DEPT OF GEORGIA
RIGHT OF WAY MAP
PROJECT: U-014-1(4) & Loop
CLARKE COUNTY
DATE: APRIL 10, 1968

Plat(24-87)

87



SURVEY NOTES

(1) EQUIPMENT USED: 05" THEODOLITE & E.D.M.
(2) ANGULAR ERROR: 03" PER STATION, ADJUSTED
(3) LINEAR CLOSURE: 1/70,529 BAL. BY CRANDALL'S RULE
(4) PLAT CLOSURE: 1/39,183 MIN.

REFERENCE

(1) OUR SURVEY FOR CITY OF ATHENS - URBAN RENEWAL AUTHORITY, PROJECT NO. R-51, PARCEL 19 & 19-A DATED MAY 7, 1987.

GEORGIA REGISTERED 1100 LAND SURVEYOR BEN MCELROY

0 30 60
FEET

SURVEY FOR
CITY OF ATHENS AND BOARD OF COMMISSIONERS OF CLARKE COUNTY
ATHENS

COUNTY: CLARKE	GMD. 216	STATE: GEORGIA
DATE: DEC. 9, 1987	SCALE: 1" = 30'	DWN. BY: MWN
FIELDBOOK: 659	SURVEYED BY: BEN McELROY & ASSOCIATES, INC. ENGINEERS & SURVEYORS ATHENS, GA.	FILE NO.: 17015-

SCHEDULE B-II ITEMS

(c) — (c) Easement from Athens History Village, Ltd. to Georgia Power Company, dated May 10, 1974, filed for record July 31, 1974 at 9:58 a.m., recorded in Deed Book 384, Page 884, Records of Clarke County, Georgia.
NOT SHOWN, IT IS A BLANKET EASEMENT

(d) — (d) Easement for Right-of-Way from Athens History Village to Georgia Power Company, a corporation, dated August 15, 1974, filed for record October 26, 1974 at 9:30 a.m., recorded in Deed Book 385, Page 777, aforesaid Records.
THE LOCATION OF THIS ITEM CANNOT BE DETERMINED FROM THE INFORMATION PROVIDED IN THE RECORD DOCUMENT. (POLE NO. 38 UNKNOWN AT THE TIME OF SURVEY)

(e) — (e) Cable Service Bulk Billing Agreement by and between Robin Media Group, Inc., d/b/a Charter Communications and Foundry Partners, LLC, dated as of July 19, 2001, filed for record November 26, 2001 at 10:32 a.m., recorded in Deed Book 2113, Page 154, aforesaid Records.
NOT SHOWN, IT IS A BLANKET EASEMENT

(f) — (f) [INTENTIONALLY OMITTED]

(g) — (g) [INTENTIONALLY OMITTED]

(h) — (h) [INTENTIONALLY OMITTED]

SITE PICTURE



VICINITY MAP

NOT TO SCALE



LAND AREA

165,491 SQUARE FEET±

3.799 ACRES±

PARKING SPACES

REGULAR= 143 HANDICAP= 10

TOTAL= 153

ZONING DATA

THE SURVEYED PROPERTY IS ZONED "C-D" - COMMERCIAL DOWNTOWN DISTRICT, ATHENS-CLARKE COUNTY, GEORGIA.

MINIMUM FRONT YARD SETBACK: NONE
MINIMUM SIDE YARD SETBACK: NONE
MINIMUM REAR YARD SETBACK: NOT SPECIFIED
MAXIMUM STREET SETBACK, DOUGHERTY STREET: 30 FEET, 50% WALL PERCENTAGE
MINIMUM PARKING SETBACK, DOUGHERTY STREET: 10 FEET

HEIGHT RESTRICTIONS: 100 FEET

MAXIMUM LOT COVERAGE: 100%

PARKING FORMULA: 1 SPACE PER GUESTROOM; 1X122=122

PARKING REQUIRED: 122 TOTAL PARKING SPACES

THE ZONING INFORMATION SHOWN ABOVE WAS OBTAINED FROM PARTNER ENGINEERING & SCIENCE, INC. ZONING REPORT DATED JUNE 05, 2024, PROJECT NO. 24-450467.2, PURSUANT TO ITEM 6a & 6b OF TABLE A.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X UNSHADED OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 130040, MAP NUMBER 13059C0025F & 13059C0026F WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 15, 2022 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. AS SHOWN ON THE FEMA WEBSITE (HTTP://MSC.FEMA.GOV) BY FIRMETTE CREATED ON APRIL 25, 2024. WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. AND A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SIGNIFICANT OBSERVATIONS

A — MULTIPLE STREETS RIGHT OF WAYS LIE WITHIN SURVEY PROPERTY PER P.B. 14, PG. 119 WITH NO VACATING INFORMATION.

B — MULTIPLE CONCRETE PADS LIES OVER THE SOUTHWEST AND SOUTHEAST CORNER OF THE PROPERTY

C — FENCE LIE OVER THE SOUTHWEST PROPERTY PROPERTY LINE

LEGEND

- LIGHT POLE
- POWER POLE (WITH ARMS)
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC VAULT
- TRANSFORMER
- AIR CONDITIONER UNIT
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE BOX
- MITERED END SECTION
- STORM DRAIN MANHOLE
- STORM DRAIN INLET
- STORM PIPE
- SET OR FOUND 5/8" IRON ROD & CAP NVS L.S. 7388 UNLESS OTHERWISE NOTED
- SIGNAL LIGHT
- TRAFFIC SIGNAL BOX
- SIGNAL LIGHT POLE
- VAULT
- SIGN (AS NOTED)
- TOWER
- MONITORING WELL
- FLAG POLE
- WATER VALVE
- FIRE HYDRANT
- SIAMESE FIRE HYDRANT
- WATER MANHOLE
- BACKFLOW PREVENTER
- WATER METER
- WELL HEAD
- POINT OF ACCESS
- SANITARY MANHOLE
- CLEAN OUT
- GREASE TRAP
- GAS MANHOLE
- GAS VALVE
- GAS METER
- HANDICAPPED PARKING
- ELECTRIC VEHICLE PARKING
- BENCHMARK
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- (P) PLAT
- PG PAGE
- O.R. OFFICIAL RECORDS
- P.B. PLAT BOOK
- G.D.O.T. GEORGIA DEPARTMENT OF TRANSPORTATION

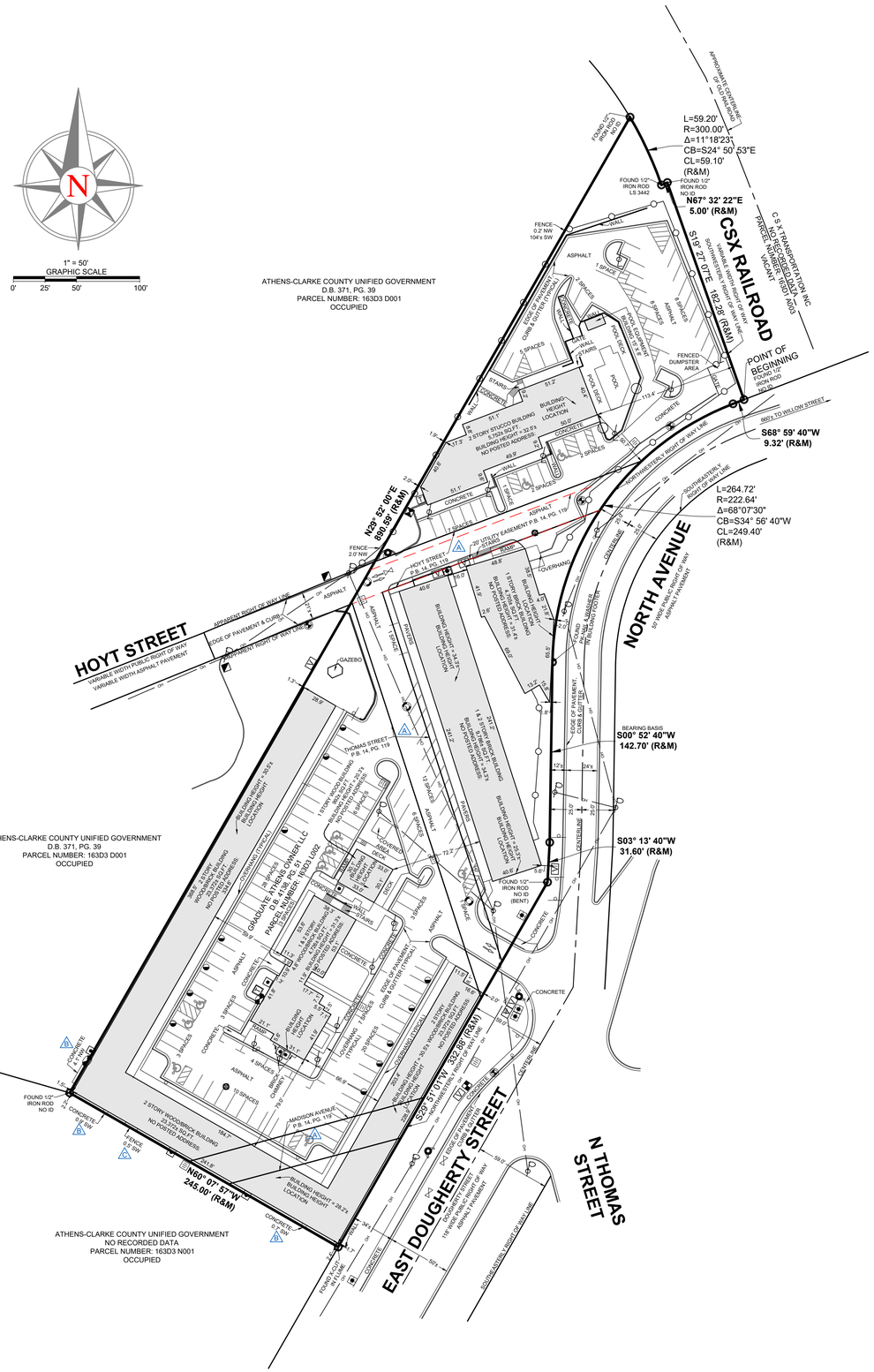

N
1" = 50'
GRAPHIC SCALE
0' 25' 50' 100'
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
D.B. 371, PG. 39
PARCEL NUMBER: 163D3 D001
OCCUPIED
HOYT STREET
VARIABLE WIDTH PUBLIC RIGHT OF WAY
VARIABLE WIDTH ASPHALT PAVEMENT
EDGE OF PAVEMENT & CURB
EDGE OF PAVEMENT RIGHT OF WAY LINE
NORTH AVENUE
50' PUBLIC RIGHT OF WAY
ASPHALT PAVEMENT
EAST DOUGHERTY STREET
N THOMAS STREET
THOMAS STREET - P.B. 14, PG. 119
MADISON AVENUE - P.B. 14, PG. 119
FOUND 1/2" IRON ROD NO ID
FOUND 1/2" IRON ROD LS 3442
N67° 32' 22"E
5.00' (R&M)
L=59.20'
R=300.00'
Δ=11°18'23"
CB=S24° 50' 53"E
CL=59.10'
(R&M)
S19° 27' 07"E 182.78' (R&M)
POINT OF BEGINNING
FOUND 1/2" IRON ROD NO ID
S68° 59' 40"W
9.32' (R&M)
BEG TO WILLOW STREET
N29° 52' 00"E
890.58' (R&M)
L=264.72'
R=222.64'
Δ=68°07'30"
CB=S34° 56' 40"W
CL=249.40'
(R&M)
BEARING BASIS
S00° 52' 40"W
142.70' (R&M)
S03° 13' 40"W
31.60' (R&M)
S04° 51' 01"W 332.66' (R&M)
N60° 07' 57"W
245.00' (R&M)
CSX RAILROAD
C.S. TRANSPORTATION INC. NO RECORDED DATA PARCEL IS VACANT, VOLUME 1000, FOLIO 4003
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
D.B. 371, PG. 39
PARCEL NUMBER: 163D3 D001
OCCUPIED
GRADUATE ATHENS OWNER LLC
D.B. 41985, PG. 51
PARCEL NUMBER: 163D1 L002
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
NO RECORDED DATA
PARCEL NUMBER: 163D3 N001
OCCUPIED
2 STORY STUCCO BUILDING
6,750 SQ.FT.
BUILDING HEIGHT = 32.5'±
NO POSTED ADDRESS
2 STORY WOODS/BRICK BUILDING
22,272 SQ.FT.
NO POSTED ADDRESS
BUILDING HEIGHT = 28'±
1 STORY BRICK/STUCCO BUILDING
1,500 SQ.FT.
NO POSTED ADDRESS
BUILDING HEIGHT = 14'±
1 STORY WOOD/BRICK BUILDING
2,000 SQ.FT.
NO POSTED ADDRESS
BUILDING HEIGHT = 20'±
2 STORY BRICK BUILDING
NO POSTED ADDRESS
BUILDING HEIGHT = 24'±
1 STORY BRICK/STUCCO BUILDING
1,500 SQ.FT.
NO POSTED ADDRESS
BUILDING HEIGHT = 14'±
2 STORY WOOD/BRICK BUILDING
22,272 SQ.FT.
NO POSTED ADDRESS
BUILDING HEIGHT = 28'±
2 STORY WOODS/BRICK BUILDING
NO POSTED ADDRESS
BUILDING HEIGHT = 28'±
1 STORY WOOD/BRICK BUILDING
1,500 SQ.FT.
NO POSTED ADDRESS
BUILDING HEIGHT = 14

Exhibit 2.5

Limited Warranty Deed for ACC Conveyed Property from Downtown Development Authority to Developer

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

LIMITED WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 2025, by and between **CS ACQUISITION VEHICLE, LLC,** a Delaware limited liability company (hereinafter called "Grantor"), and **DOWNTOWN ATHENS DEVELOPMENT AUTHORITY,** a body politic and corporate created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, et seq. (hereinafter called "Grantee") (the words "Grantor" and "Grantee" shall include their respective heirs, executors, administrators, successors and assigns where the context requires or permits).

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto Grantee, the following described real property located in Athens-Clarke County, Georgia, together with any improvements located thereon:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

The Property is conveyed subject to the matters set forth on Exhibit "B" attached hereto (the "Permitted Exceptions").

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

AND THE SAID, Grantor shall warrant and defend the right and title to said Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, but none other, and subject to the Permitted Exceptions.

(*Signature page to follow*)

IN WITNESS WHEREOF, Grantor has caused this Deed to be duly executed, under seal, the date first above written.

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission Expires:

_____

[NOTARIAL SEAL]

GRANTOR:

CS ACQUISITION VEHICLE, LLC, a Delaware limited liability company

By: _____ (Seal)
Name: _____
Title: _____

EXHIBIT “A”

TRACT C LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 0.902 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO ALONG THE WESTERN R/W OF NORTH AVENUE SOUTH 68 DEGREES 09 MINUTES 41 SECONDS WEST, 9.40 FEET TO A POINT; THENCE ALONG SAID R/W ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 51 DEGREES 35 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 128.70 FEET AND AN ARC LENGTH OF 130.57 FEET TO A POINT; THENCE NORTH 61 DEGREES 37 MINUTES 33 SECONDS WEST, 14.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF NORTH 75 DEGREES 00 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 34.71 FEET AND AN ARC LENGTH OF 35.03 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 9.24 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 40 SECONDS WEST, 13.72 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 73 DEGREES 48 MINUTES 37 SECONDS WEST, A CHORD LENGTH OF 13.46 FEET AND AN ARC LENGTH OF 13.47 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 48 SECONDS WEST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF SOUTH 67 DEGREES 49 MINUTES 27 SECONDS WEST, A CHORD LENGTH OF 59.32 FEET AND AN ARC LENGTH OF 59.32 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 381.32 FEET TO A 1/2" REBAR FOUND ON THE WESTERN R/W OF GREAT WALTON RAILROAD; THENCE ALONG THE WESTERN R/W OF GREAT WALTON RAILROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET WITH A CHORD DIRECTION OF SOUTH 25 DEGREES 39 MINUTES 21 SECONDS EAST, A CHORD LENGTH OF 59.41 FEET AND AN ARC LENGTH OF 59.50 FEET TO A CAPPED REBAR FOUND; THENCE ALONG SAID R/W NORTH 64 DEGREES 24 MINUTES 13 SECONDS EAST, 4.89 FEET TO A 1/2" REBAR FOUND; THENCE ALONG SAID R/W SOUTH 20 DEGREES 05 MINUTES 01 SECONDS EAST, 182.30 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W) AND THE POINT OF BEGINNING

EXHIBIT "B"

Permitted Exceptions

Exhibit 2.6

Limited Warranty Deed for Parking Deck Parcel from Developer to Downtown Development Authority

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

LIMITED WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 2025, by and between **DOWNTOWN ATHENS DEVELOPMENT AUTHORITY,** a body politic and corporate created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, et seq. (hereinafter called "Grantor"), and **CS ACQUISITION VEHICLE, LLC,** a Delaware limited liability company (hereinafter called "Grantee") (the words "Grantor" and "Grantee" shall include their respective heirs, executors, administrators, successors and assigns where the context requires or permits).

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto Grantee, the following described real property located in Athens-Clarke County, Georgia, together with any improvements located thereon:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

The Property is conveyed subject to the matters set forth on Exhibit "B" attached hereto (the "Permitted Exceptions").

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

AND THE SAID, Grantor shall warrant and defend the right and title to said Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, but none other, and subject to the Permitted Exceptions.

(*Signature page to follow*)

IN WITNESS WHEREOF, Grantor has caused this Deed to be duly executed, under seal, the date first above written.

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission Expires:

_____

[NOTARIAL SEAL]

GRANTOR:

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By: _____ (Seal)
Name: _____
Title: Chairman

Attest:

By: _____ (Seal)
Name: _____
Title: Secretary

EXHIBIT "A"

TRACT A LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.530 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 173.19 FEET TO A POINT AT THE R/W INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (R/W VARIES) AND THE SOUTHERN R/W OF HOYT STREET; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 19 DEGREES 52 MINUTES 11 SECONDS EAST, 33.36 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 68.95 FEET TO A POINT; THENCE ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 23 DEGREES 49 MINUTES 11 SECONDS WEST, 48.50 FEET TO A POINT; THENCE NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 308.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF NORTH 66 DEGREES 34 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 28.44 FEET AND AN ARC LENGTH OF 28.44 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 509.31 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 61 DEGREES 08 MINUTES 11 SECONDS WEST, 78.46 FEET TO A POINT ON THE EASTERN R/W OF NORTH JACKSON STREET AND THE TRUE POINT OF BEGINNING.

TRACT B LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 1.216 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W); THENCE GO ALONG THE EASTERN R/W OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 430.88 FEET TO A POINT; THENCE SOUTH 61 DEGREES 08 MINUTES 11 SECONDS EAST, 78.46 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 60 DEGREES 45 MINUTES 55 SECONDS EAST, 244.95 FEET TO A X MARK SCRIBED IN CONCRETE ON THE NORTHERN R/W OF EAST DOUGHERTY STREET; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY STREET SOUTH 29 DEGREES 15 MINUTES 34 SECONDS WEST, 298.44 FEET TO A POINT; THENCE ALONG THE NORTHERN R/W OF EAST DOUGHERTY NORTH 84 DEGREES 23 MINUTES 23 SECONDS WEST, 23.05 FEET TO A POINT AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE NORTHERN R/W OF EAST DOUGHERTY STREET (118' R/W) AND THE EASTERN R/W OF NORTH JACKSON STREET (VARIABLE R/W) AND THE POINT OF BEGINNING.

EXHIBIT “B”

Permitted Exceptions

Exhibit 2.10

Disbursement Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Agreement**") is made as of the ___ day of _____, 2025 by and among _____ ("**Developer**"), and _____ ("**Authority**") and _____, as escrow agent (the "**Escrow Agent**")

W I T N E S S E T H:

WHEREAS, Authority and Developer entered into that Development Agreement dated _____ (the "**Development Agreement**") in connection with the development and construction of a parking deck (the "**Developer's Work**") on that certain real property owned by Authority located in Athens-Clarke County, Georgia legally described on Exhibit A attached hereto and incorporated by reference (the "**Property**");

WHEREAS, to provide security in connection with Developer's obligations under the Development Agreement, the parties have agreed that Developer shall deposit the Parking Deck Escrow Payment (as hereinafter defined) with the Escrow Agent simultaneously with its execution of this Agreement;

WHEREAS, Authority and Developer have requested Escrow Agent to hold the Parking Deck Escrow Payment in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Escrow Agent. Authority and Developer hereby appoint Escrow Agent to serve as the "Escrow Agent" hereunder and Escrow Agent hereby accepts such appointment and agrees to perform all duties which are expressly set forth in this Agreement.

2. Escrow. Developer hereby deposits the sum of $_____ with Escrow Agent as the **"Parking Deck Escrow Payment"**. The Parking Deck Escrow Payment and any interest earned thereon (the "**Escrowed Funds**") shall be held in escrow pursuant to the terms and conditions hereunder, and Escrow Agent by signing below hereby acknowledges its receipt of the Parking Deck Escrow Payment. The Escrowed Funds shall be invested in an interest bearing deposit account, recognizing preservation of capital and timely liquidity as the primary investment objectives. All costs associated with opening, managing and closing the Parking Deck Escrow Payment shall be assumed and paid for by Developer. Neither Developer, nor any successor or assign of Developer, shall have any right to receive any or all of the Escrowed Funds except as specifically provided in this Agreement or as otherwise agreed to by the parties in writing.

3. Authority's Right to Draw on the Escrowed Funds. Notwithstanding anything contained herein to the contrary, Authority may, in its sole, but good faith discretion, draw down the Escrowed Funds, from time to time and at any time, upon submission to Escrow Agent of a Request Package. For the purposes hereof, a "**Request Package**" shall mean (i) a statement by Authority as to the amount of the Escrowed Funds that Authority is requesting and (ii) an affidavit signed by an officer of Authority, stating any one of the following to be true but only to the extent true:

A. "Because of an uncured default by Developer beyond applicable notice and cure periods, Authority has exercised its rights under the Development Agreement to take over the performance of all or a specific designated component of Developer's Work, and the Escrowed Funds (or portion thereof as Authority is requesting be paid) represents the costs, expenses and fees actually incurred by Authority in performing Developer's Work (or portion thereof);" or

B. "Developer has filed, or had filed against it, a bankruptcy petition;" or

C. "A receiver or trustee has taken possession or control of a substantial portion of Developer's assets".

4. Developer's Right to Draw on the Escrowed Funds. Provided there is no default by Developer under the Development Agreement beyond any applicable notice and cure periods, Developer may submit to Authority and Escrow Agent, not more frequently than once a month, a written request to draw on the Escrowed Funds (a "**Draw Application**") for the portion of the Developer's Work completed. Each Draw Application shall be based on an agreed upon schedule of values, which allocates the cost of the Developer's Work among the various portions of the Developer's Work, and it shall be used as a basis for reviewing the Draw Application; provided that said schedule of values shall limit Developer's reimbursement during the site work phase of construction to no more than 50% of the cost of the site work.

Authority shall reasonably and in good faith either approve or disapprove the Draw Application, and shall notify Developer of its decision with respect thereto within five (5) business days following its receipt of the Draw Application, including a complete set of the Payment Documentation (as defined below). If Authority approves the Draw Application and the corresponding Payment Documentation, Authority shall promptly sign it and forward the Draw Application to Developer and Escrow Agent. Under no circumstances shall the delivery of such Draw Application be deemed a novation of the Escrowed Funds. If Authority disapproves the Draw Application and/or any part of the Payment Documentation, Authority's notice to Developer shall provide a reasonably detailed explanation of the good faith reason or reasons for the disapproval.

Authority may withhold approval only with respect to such portions of Developer's Work and/or amount that Authority in good faith disapproves and for which such reasonably detailed explanation is provided and Authority shall be deemed to have approved any or all other portions of the Draw Application. In the event a portion of the Draw Application is in good faith disapproved, Developer may revise and resubmit the Draw Application to remove the amount that Authority in good faith disputes, and reflect only the portion of the Draw Application which was not disapproved, in which event Authority shall within five (5) business days approve the same.

As to any portion of a Draw Application that Authority in good faith disapproves, the parties will make a good faith effort to resolve such dispute within five (5) business days. If Developer, in response to such disapproval, performs work to address any portion of Developer's Work which Authority disapproved, Developer may resubmit the Draw Application and Authority shall respond in accordance with the timelines and procedure herein.

If Authority has neither approved nor disapproved a Draw Application within five (5) business days after receipt thereof, Authority shall be deemed to have approved the Draw Application.

The Draw Application shall include the following documentation (collectively, the "**Payment Documentation**"):

(i) A signed certification of Developer that the work, labor and materials for which payment is requested have been completed pursuant to the Approved Plans and applicable law and has been, together with a list of names and addresses of contractors used in the work, labor and/or materials for which payment is requested; and

(ii) Copies of sworn statements or conditional lien waivers signed by each contractors performing all or a portion of such work or providing all or a portion of the labor or materials in connection with such work, stating (A) that such contractor waives any lien or right to lien with respect to work, labor and/or materials for which payment has been received by such contractor; and (B) the amount that such contractor will have received following payment for work, labor and/or materials included in the present Draw Application.

Following Authority's approval of the Draw Application and satisfaction of foregoing conditions, Escrow Agent shall disburse the requested amount from the Escrowed Funds to Developer.

5. Release of Escrowed Funds.

(a) Except as otherwise provided in Section 3 of this Agreement or upon a deemed approval in accordance with Section 4 of this Agreement, all disbursements from the Escrowed Funds shall require a mutual instruction (which may be in counterparts) from both

Authority and Developer.

(b) Escrow Agent shall disburse the Escrowed Funds in accordance with the terms and conditions of this Agreement or in any manner as jointly directed in writing by Authority and the Developer. However, in the event of any disagreement between the Authority and the Developer resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the Escrowed Funds, the Escrow Agent shall refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue; and in so refusing, the Escrow Agent shall not be liable for any loss or damage for its failure to release the Escrowed Funds. The Escrow Agent shall not be or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands; and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Authority and the Developer, (b) receipt by Escrow Agent of an arbitration award ordering the disbursement or release of all the Escrowed Funds or (c) receipt by Escrow Agent of a non-appealable order from a court of competent jurisdiction ordering disbursement or release of all the Escrowed Funds. Escrow Agent may in the event of any such disagreement, in its sole discretion, do one or both of the following:

(i) Resign by giving thirty (30) days written notice thereof to the parties hereto. Upon the notice of resignation of the Escrow Agent, the parties shall furnish to the Escrow Agent joint written instructions for the release of the Escrowed Funds. In the event that the Developer and Authority do not deliver joint written instructions to Escrow Agent within such thirty (30) day period, Escrow Agent shall comply with Section 7(b)(ii) below.

(ii) Institute an appropriate proceeding in a court of competent jurisdiction and pay into the court the Escrowed Funds. In such event, the fees and expenses of such proceeding will be a part of the expense of administrating the Escrowed Funds; and the fees and expenses will be a charge against the Escrowed Funds paid into the court. Upon the institution of the proceeding, the Escrow Agent shall take whatever action it deems necessary and proper to transfer the control of the Escrowed Funds to the court. In doing so, the Escrow Agent shall not be responsible for any loss of interest.

6. Indemnification. Except for acts or omissions of Escrow Agent which are found by a court of law to be in the nature of gross negligence or willful misconduct, Developer and Authority hereby agree to indemnify and hold harmless Escrow Agent from and against any and all losses, claims, damages, liabilities, costs or expenses, including, without limitation, reasonable attorneys' fees and all trial and/or appellate court costs, which arise out of or are connected with this Agreement, the appointment of Escrow Agent hereunder, or any action or omission of Escrow Agent in the performance of its responsibilities hereunder, including, without limitation, any litigation arising out

of or involving the subject matter of this Agreement. Escrow Agent shall be indemnified fully by Developer and Authority, jointly and severally, for all its expenses, costs, and reasonable, actual attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute hereunder; or which interpleader action may be filed against the Escrow Agent.

7. Arbitration. Notwithstanding the other provisions of this Agreement, Authority and Developer agree that, any controversy or dispute arising out of or relating to this Agreement, including, without limitation, any controversy or dispute regarding the breach, termination or validity thereof, not resolved within five (5) days after notice by Authority or Developer to the other of such controversy or dispute, shall be arbitrated by a sole arbitrator in Athens, Georgia in accordance with the American Arbitration Association Construction Industry Rules and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator utilized hereunder shall be experienced in development and construction matters similar to the Developer's Work. The arbitrator shall have no direct or indirect social, political or business relationship of any sort with any of the parties, their respective legal counsel, or any other person or entity materially involved in the development of the Property or the shopping center adjacent to the Property. All documents and information relevant to the claim or dispute in the possession of any party shall be made available to the other party not later than sixty (60) days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The hearing may not exceed two (2) days. The award shall be rendered within one hundred twenty (120) days following the demand. The parties have included these time limits to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause permit reasonable extensions that shall not affect the validity of the award. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive, exemplary, treble, or other enhanced damages. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise. In the case of contradiction between the provisions of this Section 8 and the American Arbitration Association Construction Industry Rules, the provisions of this Section 8 shall prevail. The limitations on remedies described above may be deemed ineffective to the extent necessary to preserve the enforceability of the agreement to arbitrate. If any provision of this agreement to arbitrate is held invalid or unenforceable, it shall be so held to the minimum extent required by law, and all other provisions shall remain valid and enforceable. Any award rendered by the arbitrator shall be enforceable (without limitation) in any federal or state court of competent jurisdiction located in the state and county where the Property is located. By execution of this Agreement, each party consents to the exclusive jurisdiction of such courts and waives any right to challenge the jurisdiction of such courts or venue in such courts. To the extent permitted by applicable law, Authority and Developer also waive any right to trial by jury in connection with enforcement of such arbitration award.

8. Termination. This Agreement may only be terminated by written mutual consent signed by all parties or upon the earliest to occur of (a) disbursement or release of all the Escrowed Funds by Escrow Agent in accordance with this Agreement, (b) receipt by Escrow Agent of an

arbitration award ordering the disbursement or release of all the Escrowed Funds, or (c) receipt by Escrow Agent of a non-appealable order from a court of competent jurisdiction ordering disbursement or release of all the Escrowed Funds.

9. Miscellaneous.

(a) **Notices**. All notices, demands, consents, approvals and other communications (each, a **"Notice"**) that are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be (a) hand-delivered, (b) sent by U.S. registered or certified mail, postage prepaid, return receipt requested, (c) sent by reputable overnight courier service, or (d) transmitted by email (with a copy to follow by overnight courier service), addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by Notice to the other. Notices shall be deemed given when delivered, if delivered by hand or by overnight courier; at the time and on the date of machine transmittal, if given by email; or three days after mailing, if sent by U.S. mail. Rejection or other refusal by the addressee to accept a Notice or the inability to deliver the Notice because of a changed address of which no Notice was given previously shall be deemed to be receipt by the addressee of the Notice sent. Notice addresses for the parties are as follows:

If to Developer

With an additional copy to:

If to the Authority:

Athens Downtown Development Authority
250 West Broad Street
Athens, GA 30601

With an additional copy via U.S. mail to:

Gregory C. Sowell
1 Press Place, Suite 200
Athens, GA 30601

To Escrow Agent: _____
_____
_____

Notice may be given by counsel for a party such counsel represents, and such Notice shall be deemed to have been given by Developer or Authority, as the case may be, for all purposes under this Agreement.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if the signatures thereto were in the same instrument. This Agreement shall be effective and binding on all parties when all parties have executed and delivered a counterpart of this Agreement.

(c) Entire Agreement. This Agreement and the Development Agreement contain the entire agreement among the parties hereto and thereto with respect to the Escrowed Funds and supersede any and all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to Escrowed Funds. No waiver of any provision hereof by any party shall be deemed a continuing waiver of any matter by such party.

(d) Benefit and Assignment. The rights and obligations of each party under this Agreement may not be assigned without the prior written consent of all other parties, such consent to not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(e) Rights Cumulative. The rights, powers and remedies given to each party by this Agreement shall be in addition to all rights, powers and remedies given to such party by virtue of any statute or rule of law and all such rights, powers and remedies are cumulative and not alternative, and may be exercised and enforced successively or concurrently. Any forbearance or failure or delay by a party in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and every right, power and remedy of a party hereunder shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by such party.

(f) Attorneys' Fees. In the event that any party to this Agreement brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the substantially prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

(g) Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not

be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

(h) Captions. The captions of this Agreement are inserted solely for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.

(i) Construction. The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments hereto, and the same shall be construed neither for nor against any, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

(j) Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Any change, modification, amendment or rescission which is made without the written consent of the parties hereto shall be null and void and of no effect. No consent or approval of any party other than parties hereto shall be required in order to modify or amend any provisions of this Agreement.

(k) Recitals. The recitals set forth at the beginning of this Agreement are true and correct, and are incorporated herein by this reference.

(l) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia without regard to principles of conflict of laws.

(m) Further Assurances. The parties to this Agreement agree to execute and deliver any additional information, documents or agreements contemplated hereby and/or necessary or appropriate to effect and perform the actions contemplated hereby.

(n) Pronouns. All personal pronouns in this Agreement, whether used in the masculine, feminine or neuter gender shall include all other genders, and the singular shall include the plural and the plural shall include the singular.

(o) Time of Essence. The parties agree that time is of the essence with respect to each provision of this Agreement.

(p) Definitions. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Development Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement under seal on the date first hereinabove set forth.

AUTHORITY:

_____

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

DEVELOPER:

_____

By: _____
Name: _____
Title: _____

ESCROW AGENT:

_____

By: _____
Name: _____
Title: _____

EXHIBIT A

Property

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 0.902 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

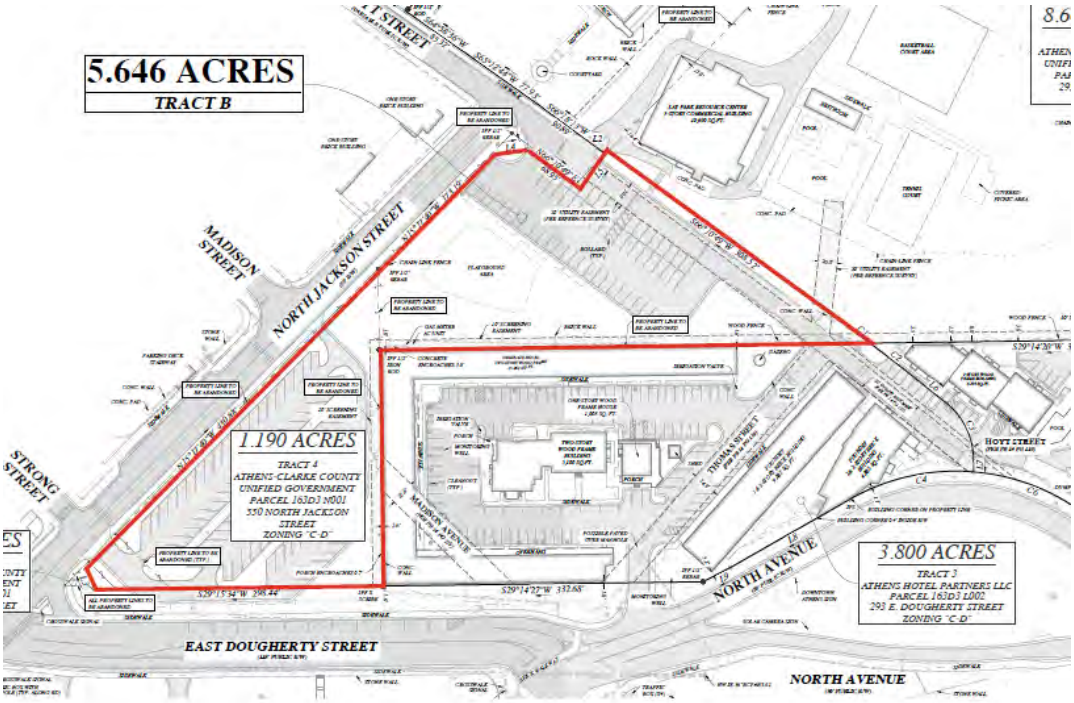
BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO ALONG THE WESTERN R/W OF NORTH AVENUE SOUTH 68 DEGREES 09 MINUTES 41 SECONDS WEST, 9.40 FEET TO A POINT; THENCE ALONG SAID R/W ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 51 DEGREES 35 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 128.70 FEET AND AN ARC LENGTH OF 130.57 FEET TO A POINT; THENCE NORTH 61 DEGREES 37 MINUTES 33 SECONDS WEST, 14.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF NORTH 75 DEGREES 00 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 34.71 FEET AND AN ARC LENGTH OF 35.03 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 9.24 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 40 SECONDS WEST, 13.72 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 73 DEGREES 48 MINUTES 37 SECONDS WEST, A CHORD LENGTH OF 13.46 FEET AND AN ARC LENGTH OF 13.47 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 48 SECONDS WEST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF SOUTH 67 DEGREES 49 MINUTES 27 SECONDS WEST, A CHORD LENGTH OF 59.32 FEET AND AN ARC LENGTH OF 59.32 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 381.32 FEET TO A 1/2" REBAR FOUND ON THE WESTERN R/W OF GREAT WALTON RAILROAD; THENCE ALONG THE WESTERN R/W OF GREAT WALTON RAILROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET WITH A CHORD DIRECTION OF SOUTH 25 DEGREES 39 MINUTES 21 SECONDS EAST, A CHORD LENGTH OF 59.41 FEET AND AN ARC LENGTH OF 59.50 FEET TO A CAPPED REBAR FOUND; THENCE ALONG SAID R/W NORTH 64 DEGREES 24 MINUTES 13 SECONDS EAST, 4.89 FEET TO A 1/2" REBAR FOUND; THENCE ALONG SAID R/W SOUTH 20 DEGREES 05 MINUTES 01 SECONDS EAST, 182.30 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W) AND THE POINT OF BEGINNING

Exhibit 2.10(a)

ACC Conveyed Property Appraisal

AN APPRAISAL OF

±2.825 Acres - Graduate Hotel Redevelopment



N. Jackson St, E. Dougherty St and Hoyt St
Athens-Clarke County, Georgia 30601

As of
August 20, 2025

Prepared For
Athens Downtown Development Authority

Prepared by
J. William Parker, MAI
&
Chris Dell

Appraisal File #4958

Parker Property & Appraisals, Inc.

A COMMERCIAL REAL ESTATE VALUATION AND CONSULTING FIRM
ATHENS, GEORGIA

August 29, 2025

Athens Downtown Development Authority
250 W. Broad Street, Unit 108
Athens, GA 30601

RE: A ±2.825-acre commercial tract located along N Jackson St, E Dougherty St and Hoyt St in downtown Athens, GA
File #4958

To whom it may concern:

In compliance with your request, we have personally inspected and appraised the above-mentioned property. The purpose of this appraisal is to provide an opinion of the current market value of the fee simple interest in the subject property. The intended use of this current market value opinion is for internal purposes related to potential sale or transfer of the property. The intended user is Athens Downtown Development Authority.

This report has been prepared in accordance with the requirements of the Appraisal Institute's Code of Professional Ethics & Standards of Professional Appraisal Practice which include the Uniform Standards of Appraisal Practice (USPAP) of the Appraisal Foundation in accordance with the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA). This restricted appraisal is prepared in a narrative report format. This format meets or exceeds our understanding of the minimum appraisal standards and requirements of the client.

The subject property is a ±2.825-acre commercial land assemblage located along N Jackson St, E Dougherty St and Hoyt St in downtown Athens-Clarke County, GA. The tract is split-zoned Commercial-Downtown (C-D) and Government (G) and is currently improved with surface parking. The most productive use of the property is immediate commercial, multifamily or mixed-use development. This appraisal and final opinion of value is based upon careful inspection, analysis, and research of the subject property and various factors influencing the value. An investigation and thorough analysis of the subject property and the comparable market data presented herein indicates the current market value of the fee simple interest in this property, as of August 20, 2025, is:

$6,500,000
SIX MILLION FIVE HUNDRED THOUSAND DOLLARS

This current market value opinion is subject to the Assumptions and Limiting Conditions set forth in the attached appraisal report including any hypothetical conditions and extraordinary assumptions. Acceptance, and/or use, of the attached appraisal report constitutes acceptance of these conditions. In particular, we note the following:

- Hypothetical Conditions: None.
- Extraordinary Assumptions:
    - Athens-Clarke County has recently stated that sewer capacity is limited in the portion of downtown in which the subject is located. Last Fall, the county's mayor and commission approved two sanitary sewer interceptor improvements that are expected to increase sewer capacity soon, but the exact timing of completion is uncertain. This analysis assumes sewer capacity is immediately available for redevelopment of the site to the maximum possible density.
    - A portion of the subject property is currently zoned Government (G) by Athens-Clarke County. If the property is sold to a private entity the property must be rezoned to a district that is compatible with the future land use map designation

and/or character of the surrounding area. The future land use designations for the subject include Downtown and Government. Adjoining or nearby zoning classifications include Commercial Downtown (C-D) and Government (G). The property has been marketed for years by the Athens Downtown Development Authority as a possible multifamily development tract, and the county recently rezoned a Government tract to Commercial-Downtown at 290 S Lumpkin St, which is on the downtown district's southern fringe. For this analysis, it is assumed that unified zoning of the subject tract to C-D could be achieved at a reasonable cost with minimal rezoning risk.

A reasonable exposure period for this property at this current market value opinion is assumed to have occurred during the 12-month period preceding the effective date of appraisal. A professional marketing effort of the property after the appraisal date may require a marketing period of at least 12 months.

The appraisers are not responsible for the unauthorized use of the attached report, but your attention is called to the restrictions regarding its use. It is not to be reproduced in part or as a whole without written consent, nor is it to be disseminated to any other party without express written permission. It is prepared for internal purposes related to potential sale or transfer of the property. If the appraisers are required to testify in defense of this current market value opinion, additional fees will be required. It is not intended for any other use than the intended use outlined above. Please review the attached Limiting Conditions and Basic Assumptions, which may limit or qualify this current market value opinion.

Our employment is not conditional upon producing a specific value or a value within a given range. Future employment prospects are not dependent upon producing a specified value. Payment of the appraisal fee is not based upon whether a loan application is approved or disapproved, or if a transaction involving this property occurs. We have no current or prospective interest in the subject property, or the parties involved. No services were performed by the appraisers regarding the subject within the three-year period immediately preceding agreement to perform this assignment, as appraisers or in any capacity. We certify, as the appraisers, that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, the client's representatives, the borrower, or any other party to the transaction.

Please contact the undersigned if you have any questions regarding this appraisal or if you require further assistance in this or any other commercial real estate valuation matters.

Respectfully submitted,



J. William Parker, MAI
Certified General Real Property Appraiser GA #259569



Chris Dell
Certified General Real Property Appraiser GA #400832

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SUMMARY OF FACTS & CONCLUSIONS

GENERAL INFORMATION

Address:	550 N Jackson St, Athens, GA 30601
Property Type:	Commercial-Downtown Land
Current Owner:	Athens-Clarke County Unified Government
Tax ID:	163D3 N001, Portion of 163D3 D001

SITE INFORMATION

Total Land Area:	±2.825 acre (per recombination plat)
Location:	The subject property is located on the east side of N Jackson St, north side of E Dougherty St and south side of Hoyt St in Athens-Clarke County, Georgia
Zoning/Compliance:	Commercial Downtown (C-D) by Athens-Clarke County; Existing use is legally permitted
Site Improvements:	146 asphalt-paved surface parking spaces, curb and gutter, development driveway, playground equipment, landscaping

REPORT INFORMATION

Purpose of Appraisal:	To provide a current market value opinion as of the effective date
Property Rights Appraised:	Fee Simple
Type of Report:	Appraisal Report

VALUATION INFORMATION

Inspection Date:	August 20, 2025
Effective Date of Value:	August 20, 2025
Date of Report:	August 29, 2025
Adequate Exposure Period Assumed:	12 months

Current Fee Simple Market Value: **$6,500,000**

PROFESSIONAL QUALIFICATIONS

J. William Parker, MAI

Georgia Certified General Real Property Appraiser (No. 259569)
AL Certified General Real Property Appraiser (No. G01397)
Temporary Permits issued in FL, NC, SC, TN, MS, AL, AR, CO, AZ,
PA, MD, CA, LA, TX, CO, CT, PA, NY, OK, AR, IN, OR

Experience

January 2017 - Present	President/Principal, Healthcare Property Appraisers of America, Inc. Healthcare Focused Real Estate Appraisal Firm, Athens, GA
June 2008 - Present	President/Principal, Parker Property & Appraisals, Inc. Commercial Real Estate Valuation Firm, Athens, GA
June 2004 – June 2008	Fee Commercial Appraiser The David Ball Company, Inc., Gainesville, GA
March 2003 – May 2004	Fee Residential Appraiser Warner Brothers Realty, Inc., Athens, GA

April 2002 – March 2003 Right-of-Way Appraiser
Mississippi Department of Transportation, Jackson, MS

Experience includes appraisals and consultations of the following property types located in GA, FL, NC, SC, TN, MS, AL, AR, CO, AZ, PA, MD, CA, LA, TX, CO, CT, PA, NY, OK, AR, IN, OR
Healthcare Properties - Skilled Nursing, ALF/MC, Independent Living, Drug/Alcohol Facilities, Inpatient Rehab Hospitals
Fast Food Restaurant Specialization with over 90 restaurants appraised
Eminent Domain projects including fee simple and easement valuation of road right of way and overhead powerline corridors
Timberland Investment Tracts with over ±40,000 acres appraised
Single and Multi-Tenant Retail Properties (Shopping Centers, Net Lease, Automotive)
Industrial and Manufacturing Properties including warehouse and storage buildings
Office Buildings including medical/office and office condominium units
Commercial and Residential Subdivisions
Student Housing, Student Cottage and Duplex Investment Properties
Multi-Family Apartment Projects
Agricultural/Farm Properties
Resort Area Development Tracts
Conservation Easement Properties/State of Georgia Conservation Tax Credit Projects

EDUCATION

Mississippi State University BBA in Real Estate and Mortgage Finance, May 2000
College of Business and Industry, Mississippi State University, Starkville, MS

The Appraisal Institute Courses & Seminars Successfully Completed

Course 110-Appraisal Principles	Course 510- Advanced Income Capitalization
Course 120-Appraisal Procedures	Course 520- Highest and Best Use Analysis
Course 310-Basic Capitalization	Course 530- Advanced Sales Comparison and Cost Approach
Course 320-General Applications	Course 540- Report Writing and Valuation Analysis
Course 410-USPAP Parts A & B	AI Comprehensive Exam – All 4 Modules Passed
Course 420-Business Practice & Ethics	Completion of two AI peer reviews
Discount Rates & Ratios- Seminar	Completion of Demonstration Report Requirements
The Appraiser as an Expert Witness	Appraising Historic Preservation Easements (Certificate Granted)
Fundamentals of Separating Real	Appraising Conservation Easements (Certificate Granted)

Property, Personal Property and
Intangible Business Assets (Certificate
Granted)

PROFESSIONAL AFFILIATIONS

MAI Designated Member of the Appraisal Institute
GA Certified General Real Property Appraiser (#259569)
Temporary Practice permits approved in AL, SC, NC, MS, TN, TX, CA, PA, LA, MD, OH, FL, AZ, CO, AL, VA, MD, CT, OK, AR, IN, OR

MAJOR APPRAISALS & VALUATION CONSULTING PROJECTS OF NOTE

Existing and Proposed Assisted Living/Memory Care Facilities-Nationally	SENIOR LIVING/HEALTHCARE
Alcohol/Drug Treatment Centers and Campuses – Nationally	DRUG TREATMENT CENTERS
Skilled Nursing Facilities-SC, MD, TN, SC, FL, AL, PA-Nationally	SKILLED NURSING HOMES
Fast Food Restaurants in GA, FL, AL, MS, NC, SC, TN-Southeastern US	FAST FOOD RESTAURANTS
Existing and Proposed Student Oriented Multi-Family Projects-Southeastern US	STUDENT HOUSING
Existing and Proposed Multi-Family Apartments/Townhomes-Southeastern US	MULTI-FAMILY RESIDENTIAL
IRS Section 2032A Special Use Valuation, Addison Farm, Elbert County	SPECIAL USE VALUATION
FDIC Owned Bank Property Assignments	BANK BRANCH PORTFOLIO
Litigation Support and Court Room Testimony	LITIGATION SUPPORT
Valuation of fee simple and easement acquisitions in Eminent Domain Cases	EMINENT DOMAIN
Bottleworks Development-Athens, GA	M/U DEVELOPMENT
Critical Access Hospital/Acute Care Hospitals	HOSPITALS
C&S Bank Tower, 9-story office building, Downtown Athens, GA	CBD OFFICE TOWER
Orkin Tract valuation for potential County Acquisition, Oconee County, GA	VACANT DEVELOPMENT TR.
Conservation Easement Valuations (First GA State Tax Credits Approved)	CONSERVATION EASEMENTS
BB&T Bank and Mortgage Office, Gainesville, GA	BANK OFFICE FACILITIES
±45,000 acres Timberland in Oconee, Oglethorpe, Taliaferro, Warren, Wilkes Counties	TIMBER TRACT PORTFOLIOS
Outdoor Advertising Signs, Glynn, Greene County, GA	BILLBOARD VALUATION
Township 110 Development Tract, Reynolds Plantation Area, Greene County, GA	MIXED USE DEV. ANALYSIS
West Broad Street/King Avenue, Medical Office Space	MEDICAL OFFICE PORTFOLIOS
Landmark Acute Care Hospital (Cost Analysis), Athens, GA	ACUTE CARE HOSPITAL
Inverse Condemnation	LITIGATION SUPPORT

APPRAISAL LICENSE

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

JAMES W PARKER III

259569

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
Vice Chairperson

JEFF A. LAWSON
WILLIAM A. MURRAY
KEITH STONE

1312626626270432

PARKER, JAMES W
650 OGLETHORPE AVENUE
UNIT 1
ATHENS, GA 30606

JAMES W PARKER III

259569
Status ACTIVE

END OF RENEWAL
05/31/2026

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1312626626270432

JAMES W PARKER III

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Real Estate Commissioner

1312626626270432

ERRORS & OMISSIONS POLICY

Aspen

Aspen American Insurance Company
Insurer (Referred to below as the "Company")
499 Washington Boulevard, 8th Floor
Jersey City, NJ 07310

LIA Administrators & Insurance Services

Company's Program Administrator:
LIA Administrators & Insurance Services
1600 Anacapa Street
Santa Barbara, CA 93108
800-334-0652

APPRAISAL, VALUATION AND PROPERTY SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

Date Issued: 6/11/2025 Policy Number: AAI001685-11 Previous Policy Number: AAI001685-10

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 162177
Named Insured:
PARKER PROPERTY AND APPRAISALS, INC
Janet William Parker, III MAI
650 Oglethorpe Avenue, Unit 1
Athens, GA 30606

2. **Policy Period:** From: 07/21/2025 To: 07/21/2026
12:01 A.M. Standard Time at the address stated in 1 above.

3. **Deductible:** $1000 Each Claim

4. **Retroactive Date:** 07/21/2008

5. **Inception Date:** 07/21/2015

6. **Limits of Liability:** A. $1,000,000 Each Claim
B. $2,000,000 Aggregate

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**

Real Estate Appraisal and Valuation:	Yes	X	No		
Residential Property:	Yes	X	No		
Commercial Property:	Yes	X	No		
Bodily Injury and Property Damage Caused During Appraisal Inspection ($100,000 Sub-Limit):	Yes	X	No		(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes		No	X	
Machinery and Equipment Valuation:	Yes		No	X	
Personal Property Appraisal:	Yes		No	X	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes		No	X	(If "yes", added by endorsement)

8. Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa Street, Santa Barbara, CA 93102-1319

9. **Annual Premium:** $2,074.00

10. **Forms attached at issue:** LIA002 (04/19) LIA GA (02/25) LIA012 (06/22) LIA018 (05/19) LIA020 (02/22) LIA131 (05/19) LIA164 (05/19) LIA165 (05/19) LIA169 (12/21) LIA173 (01/24) LIA175 (01/25)

This Declarations page, together with the completed and signed Policy Application including all attachments and thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

06/11/2025
Date

By _____
Authorized Representative

PROFESSIONAL QUALIFICATIONS

Chris Dell

Certified General Real Property Appraiser (No. 400832)

Experience

September 2019 - Present	Parker Property & Appraisals, Inc. Commercial Real Estate Valuation Firm, Athens, GA
May 2017 - Present	Licensed Real Estate Salesperson (No. 376519) eXp Realty, Keller Williams Greater Athens, Cozart Realty, Athens, GA

EDUCATION

Southern Methodist University **Dallas, TX**	BBA in Business Management, BA in Journalism (May 2011)
Dallas Theological Seminary **Dallas, TX**	Master's in Theology (May 2015)

Appraiser Qualification Courses Successfully Completed

Basic Appraisal Principles
Basic Appraisal Procedures
15 Hour National USPAP
Residential Report Writing and Case Study
Supervisory Appraiser/Trainee Appraiser Course
Real Estate Statistics, Finance, and Valuation Modeling
General Appraiser Site Valuation and the Cost Approach
General Appraiser Income Approach, Part 1
General Appraiser Income Approach, Part 2
General Appraiser Sales Comparison Approach
General Appraiser Market Analysis & Highest and Best Use
General Appraiser Report Writing and Case Studies
Commercial Appraisal Review
Expert Witness for Commercial Real Estate Appraisers
Business Practices and Ethics
Practical Application of Fundamental Analysis
Advanced Income Capitalization
Quantitative Analysis

APPRAISAL LICENSE

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

CHRISTOPHER DAVID DELL

400832

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

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D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
Vice Chairperson

JEFF A. LAWSON
WILLIAM A. MURRAY
KEITH STONE

1602536224610432

DELL, CHRISTOPHER DAVID
1581 BROOKSTONE CROSSING
STATHAM, GA 30666

CHRISTOPHER DAVID DELL

400832
Status ACTIVE

END OF RENEWAL
05/31/2026

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1602536224610432

CHRISTOPHER DAVID DELL

400832
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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1602536224610432

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report. I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice* (USPAP).
8. Our analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of this report.
11. Mr. Chris Dell provided significant real property appraisal assistance to the person signing this certification.
12. This appraisal assignment is not based on a requested minimum valuation, a specific valuation, approval of a loan, or the consummation of a sale or transfer involving the subject property.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
14. I have no current or prospective interest in the subject property, or the parties involved; and no services were performed by the appraiser regarding the subject within the three-year period immediately preceding agreement to perform this assignment, as an appraiser or in any capacity.



J. William Parker, MAI
Certified General Real Property Appraiser GA #259569

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report. I have no personal interest with respect to the parties involved. No services were performed by the appraiser within the 3-year period immediately preceding acceptance of this assignment, as an appraiser or in any capacity.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice* (USPAP).

8. Our analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board.

9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

10. I have made a personal inspection of the property that is the subject of this report.

11. Mr. J. William Parker, MAI inspected the property, participated in the research and valuation analysis, created and edited the report format, and provided significant professional assistance by reviewing this report for USPAP compliance and reasonableness.

12. This appraisal assignment is not based on a requested minimum valuation, a specific valuation, approval of a loan, or the consummation of a sale or transfer involving the subject property.

13. I have no current or prospective interest in the subject property, or the parties involved; and no services were performed by the appraiser regarding the subject within the three-year period immediately preceding agreement to perform this assignment, as an appraiser or in any capacity.



Chris Dell
Certified General Real Property Appraiser GA #400832

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following general limiting conditions and basic assumptions:

1. No part of this published document may be reproduced, duplicated or copied in any form, including electronic forwarding or copying, xerography, microfilm or other methods, or incorporated into any information retrieval system, without the express written permission of the signing appraiser or Parker Property & Appraisals, Inc. except as expressly permitted by The Appraisal Institute or in conformance with USPAP.

2. **Acceptance and/or use of this appraisal report by the client or any third party constitutes acceptance of these limiting conditions**.

3. The use of this report is subject to the requirements of The Appraisal Institute relating to review by its duly authorized representatives.

4. The contents of this Appraisal Report are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, or the person who has engaged **Parker Property & Appraisals, Inc.** to complete this appraisal, permission must be obtained from the original addressee for reproduction or additional copies. **Additional fees** will be charged for any copies, further consultation, reappraisal, or review of the property.

5. Disclosure of the contents of this Appraisal Report is governed by the by-laws and Regulations of The Appraisal Institute. Neither all, nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without prior written consent and approval.

6. The appraisers are not obligated to give testimony of any kind nor appear in any court as a result of having completed this appraisal, unless arrangements were made prior to the initiation of the appraisal assignment.

7. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed estimates of value.

8. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for this property type has been considered, as has a favorable mortgage position, if any.

9. The conclusions expressed herein assume competent and professional management and/or marketing of the subject property.

10. No research for validity of title was performed, nor is any responsibility assumed for corrections, which a survey of the property may reveal.

11. The information contained herein is not guaranteed, but it was gathered from reliable sources and believed to be accurate. However, no responsibility for accuracy of such items furnished to the appraisers can be assumed by the appraisers.

12. No responsibility is assumed for matters legal in character.

13. Any sketch or drawing in the report may show approximate dimensions and is accurate only for purposes of approximation. The appraisers have made no survey of the property.

14. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility or has been ascertained from visual evidence. No warranty is made regarding the exact location, capabilities, or current working order of public utility systems.

15. The property history has been provided by conversations with various individuals involved with the chain of title, and if available, various documents such as contracts, deeds, leases, and closing statements. A title search was not performed, nor is the title history warranted. As presented herein, title history is assumed to be completely accurate. Anyone contemplating an interest in the subject property should rely solely upon a title search and opinion prepared by a qualified attorney-at-law.

16. It is assumed that the subject is not situated in a special flood hazard area, which would significantly limit its development. The existence of wetlands was not observed by the appraisers and the appraisers are not qualified to detect wetlands. Unless otherwise indicated, the value estimate is predicated on the assumption that there are no wetlands on the property.

17. A formal geological study was not conducted, and the appraisers are not qualified to detect such conditions. Unless otherwise noted in the Site Description, the subject soils and subsurface conditions are assumed to be typical for the area and suitable for development.

18. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover such conditions. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed. The appraisers have no knowledge of the existence of such materials on or in the property and are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde, asbestos insulation, radon gas or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any condition or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

19. This appraisal report conveys an opinion of value as defined herein. This value is based upon research and analysis of currently active market participants regarding market trends, forecasted market demand, expenses, absorption periods, inflation rates and discount rates as of the effective appraisal date. Also, economic trends such as population growth and future competition have been researched and analyzed. The concluded market value reflects the current expectations and perceptions of market participants along with available factual data. The appraisers cannot be held responsible for unforeseeable events that alter market conditions subsequent to the effective date of this appraisal.

20. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey nor an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance

survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since no direct evidence relating to this issue was provided by the client or property owner, possible noncompliance with the requirements of the ADA was not considered in estimating the value of the property.

21. The survey and/or site plan provided is assumed to be a reasonable facsimile of the subject and this analysis assumes no modifications have been made. If any modifications have been made, the value conclusion may be affected and this appraisal may require modification.

22. Unless otherwise noted, all maps are oriented with the top of the page toward the north.

23. This **Appraisal Report** is intended to comply with the reporting requirements set forth under USPAP Standards Rule 2-2. As such, it presents a summary discussion of the data, reasoning, or the analyses used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraisal file. The depth of discussion contained in this report is specific to the client's needs and the intended use stated. The appraisers are not responsible for the unauthorized use of this report.

24. **Extraordinary Assumptions**
    An extraordinary assumption is something that is assumed to be true, but it is not certain. If it is subsequently found to be untrue, the value conclusion may be impacted. Extraordinary assumptions are those assumptions that are specific to the particular assignment (e.g., that a possibly contaminated site is not adversely impacted by contamination), as opposed to general assumptions, which could be applicable to any assignment (e.g., that the title is marketable.)
    - Athens-Clarke County has recently stated that sewer capacity is limited in the portion of downtown in which the subject is located. Last Fall, the county's mayor and commission approved two sanitary sewer interceptor improvements that are expected to increase sewer capacity soon, but the exact timing of completion is uncertain. This analysis assumes sewer capacity is immediately available for redevelopment of the site to the maximum possible density.
    - A portion of the subject property is currently zoned Government (G) by Athens-Clarke County. If the property is sold to a private entity the property must be rezoned to a district that is compatible with the future land use map designation and/or character of the surrounding area. The future land use designations for the subject include Downtown and Government. Adjoining or nearby zoning classifications include Commercial Downtown (C-D) and Government (G). The property has been marketed for years by the Athens Downtown Development Authority as a possible multifamily development tract, and the county recently rezoned a Government tract to Commercial-Downtown at 290 S Lumpkin St, which is on the downtown district's southern fringe. For this analysis, it is assumed that unified zoning of the subject tract to C-D could be achieved at a reasonable cost with minimal rezoning risk.

25. **Hypothetical Conditions & Assumptions**
    Hypothetical conditions are known to be false, but are presumed to be true for the purpose of reasonable analysis. For example, if a property were appraised as of today as though the improvements were complete, but the property currently consists of a vacant site, the valuation of the improved property would be subject to the hypothetical condition that the improvements are complete.
    - None.

THE APPRAISAL REPORT

Property Identification

The subject property is a ±2.825-acre commercial land assemblage located along N Jackson St, E Dougherty St and Hoyt St in downtown Athens-Clarke County, GA. The subject is identified in a recombination plat in the *Site Description* section and Addenda.

Purpose of the Appraisal

The purpose of the appraisal is to provide a **current market value** opinion of the fee simple interest as of the effective date.

Client/Intended Use/Intended User of the Appraisal

The intended use of this appraisal is for internal purposes related to potential sale or transfer of the property. The client and intended user of this appraisal is Athens Downtown Development Authority.

Dates of Inspection and Effective Date of Valuation

The effective date of this appraisal is **August 20, 2025**, the most recent inspection date.

Standard of Value

At the direction of the client, the **current market value** of the subject property is appraised.

Interest(s) Appraised

This report includes the appraisal of the fee simple interest in the subject property. Any restrictions or encumbrances to this interest will be specifically discussed in the report. Definitions of this interest and other commonly used terms in the appraisal industry are included below for your review.

Competency Provision

In the preparation of this appraisal report, the appraisers have not knowingly departed from the appraisal standards established by the *Appraisal Institute*, and by the *Uniform Standards of Professional Appraisal Practice*. The appraisers have obtained the necessary knowledge and have prior experience appraising the interest (as defined) in properties similar to the subject. The competency provision of the Uniform Standards of the Appraisal Practice is satisfied.

Property History

The subject property is currently owned by Athens-Clarke County Unified Government, which has owned the property for many years. The southern ±1.19-acre portion of the subject tract is improved with an 87-space surface lot that is leased to parking permit holders on a monthly basis. The northern portion of the tract is improved with a playground area, development driveway and 59-space surface lot that is used by Lay Park Community Center.

In November 2020, the county and Athens Downtown Development Authority entered into an intergovernmental agreement allowing ADDA to solicit offers from private developers to build a

120-unit senior housing development with a 500-space parking deck. However, in a letter written to the county's mayor and commissioners in June, ADDA's chairman reported the site's unusual shape made it difficult to market. In June 2024, Athens Hotel Partners LLC purchased the adjoining Graduate Hotel site and quickly approached ADDA about assembling the subject with the adjoining tract to create a more functional redevelopment site. The adjoining owner plans to demolish the hotel and build a midrise student apartment development.

In June 2025, Athens-Clarke County's commissioners approved an intergovernmental agreement between ACC government and ADDA, authorizing final preparations for a proposed public-private partnership between the county and the developer, Core Spaces. As part of that agreement, the county proposes to swap the subject lot with a nearby ±0.9-acre lot owned by the developer. In addition, the developer will provide $7.9 million toward the county's affordable housing initiatives and will pay an additional $2.5 million to upgrade a nearby sewer main. The commission was split on the proposal with the mayor casting the tiebreaking vote.

This property history was provided through discussions with Mr. Jon Williams and through public record searches but should not be considered a title opinion. No other transactions, listings, contracts, etc. are known to have occurred in the past three years.

SCOPE OF WORK

The 2024-2025 edition of USPAP states that an acceptable Scope of Work must include the research and analyses necessary to develop credible assignment results. Assignment results are considered credible if they meet or exceed the expectations of parties that are regularly intended users for similar assignments (i.e., lenders, attorneys, accountants, etc.) and are consistent with what an appraiser's peers' actions would be in performing the same or similar assignment. The Scope of Work rule also requires that the appraiser adheres to the following three guidelines:

1. Identify the problem to be solved
2. Determine and perform the scope of work necessary to develop credible results.
3. Disclose the scope of work in the report

Identification of the subject property and the problem to be solved are clearly outlined in the *Summary of Facts and Conclusions* and *The Appraisal Report* sections and are discussed in more detail throughout the report. The subject property is a ±2.825-acre commercial land assemblage located along N Jackson St, E Dougherty St and Hoyt St in downtown Athens-Clarke County, GA. The most accepted approach to value land is the sales comparison approach.

The initial step is to research the subject market to determine the general economic characteristics of the area and to understand the current supply and demand relating to the subject's property type. The subject's market area is then researched for information relating to comparable land sales. This information is gathered from public records, local real estate owners/investors, brokers and property managers, and other appraisal professionals. Information gathered from these sources is verified for accuracy and included in the addenda or the appraisal file.

Mr. Parker and Mr. Dell inspected the subject site and took photographs on August 20, 2025. Detailed information relating to the subject is also collected and analyzed. This information may include tax information, tax maps, flood and topographical maps, public utility information, zoning information, building plans and surveys or site plans (if available). This information is included in the site and improvement description sections of the report and in the addenda. Specific information relating to the subject property provides the appraiser with the basis for determining the type and extent of research and analyses necessary to provide credible results.

Appraisal Methodology

The three approaches to value are the sales comparison approach, income approach and cost approach. The methodology may vary depending on the property type and availability of market data. The sales comparison approach is the most accepted approach to valuing land and was developed because there is adequate comparable land sale data from the downtown Athens market to develop a value opinion. This approach reflects market behavior for this property type. The cost approach was not developed because the subject does not contain building improvements. The subject is improved with leased parking, but an income statement was not provided, and we did not develop an income approach because of the difficulty identifying a market cap rate from comparable parking lot sales. The most productive use of the land is vertical redevelopment, and parking receipts probably do not indicate sufficient value to continue the current use.

Report Format

The verbal or written communication of a value conclusion for a real property appraisal assignment must not be misleading according to the *Uniform Standards of Professional Appraisal Practice* (USPAP) adopted by the Appraisal Foundation and the Supplemental Standards of Professional Appraisal Practice adopted by the Appraisal Institute. The reporting of the assumptions, conditions, factual data, analysis, and value conclusion(s) must be prepared as an **Appraisal** Report or a **Restricted** Report.

The essential difference between these two options is in the content and level of information provided. Both reporting options provide a reliable and well-supported indication of value. The appropriate reporting option is dependent on the intended use and the intended users. From 2024-2025 USPAP "The Appraisal Report must summarize the appraiser's analysis and the rationale for the conclusions. The Restricted Report format might not include sufficient information for the client to understand either the appraiser's analyses or rationale for the appraiser's conclusions."

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses. *Note: The appraisal report format may vary from assignment to assignment based on the individual needs of the client.* All data gathered for the appraisal assignment is retained in the appraisal file. The appraisers are not responsible for the unauthorized use of this report, and the report may not be distributed to anyone other than the identified client without the written permission of the appraisers.

APPRAISAL DEFINITIONS

The following definitions are commonly used in the appraisal industry and were taken from *The Appraisal of Real Estate 15th Edition*. Some definitions will include a simplified discussion of the term.

Appraisal:

An appraisal, as defined by *The Appraisal of Real Estate 15th Edition,* is defined as an analysis, opinion, or conclusion relating to the nature, quality, value or utility of specified interests in identified real estate. The practice of appraisal covers a variety of assignments including valuation, consulting, and review. A more basic definition of appraisal is the act or process of providing an opinion or estimate of value.

Market Value:

Market Value is defined as "the most probable price in cash, terms equivalent to cash, or in precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and each acting in what he considers his own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
5. the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*)

Prospective Market Value:

Prospective Market Value is the forecast of market value expected at a specified future date. A prospective value estimate is most frequently sought in connection with real estate projects that are existing, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long term occupancy at the time of appraisal.

Fee Simple Estate:

The absolute ownership of real estate unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. These powers respectively allow the government to levy taxes on property owners, take (condemn) private property for public use with just-compensation, impose use restrictions on real property through zoning, and act as a receiver of title to real property from owners who die intestate (without heirs or an estate).

Leased Fee Estate:

The ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate:

The interest held by a tenant (lessee) through a lease conveying the rights of use and occupancy for a stated term under certain conditions. Leasehold Improvements are improvements or additions to the leased property that have been made by the tenant.

Clarification of Different Estates:

Conceptually, market value of the leased fee estate is the worth of the property to the landlord (the lessor) as encumbered by terms set forth in a lease or leases. A leasehold estate is the tenant's (the lessee's) interest in a property.

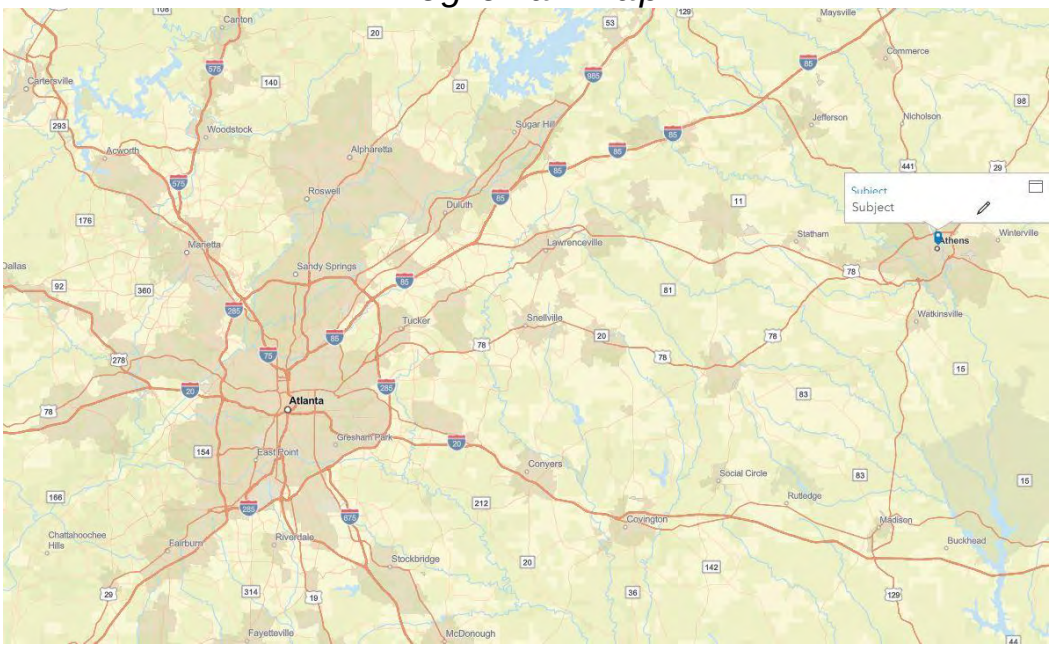
The above definition for fee simple estate is the classic legal meaning. A lease is an encumbrance. If a property is unencumbered, this could be interpreted to mean the property is not encumbered by lease. If there are no leases for a multi-tenant facility, then the building has no income. Under this interpretation, the value of the fee simple (V_{FS}) would be less than the value of the leased fee (V_{LF}). Accordingly, the $V_{FS} < V_{LF}$ because costs must be incurred to find tenants and negotiate leases.

Another interpretation for fee simple estate is a value-oriented definition used by many real estate appraisers. For valuation purposes, market value of the fee simple estate is the worth of the property assuming it is already leased at market rent to a level of stabilized occupancy. Under this interpretation, the $V_{FS} > V_{LF}$ because costs to find tenants and negotiate leases were already paid.

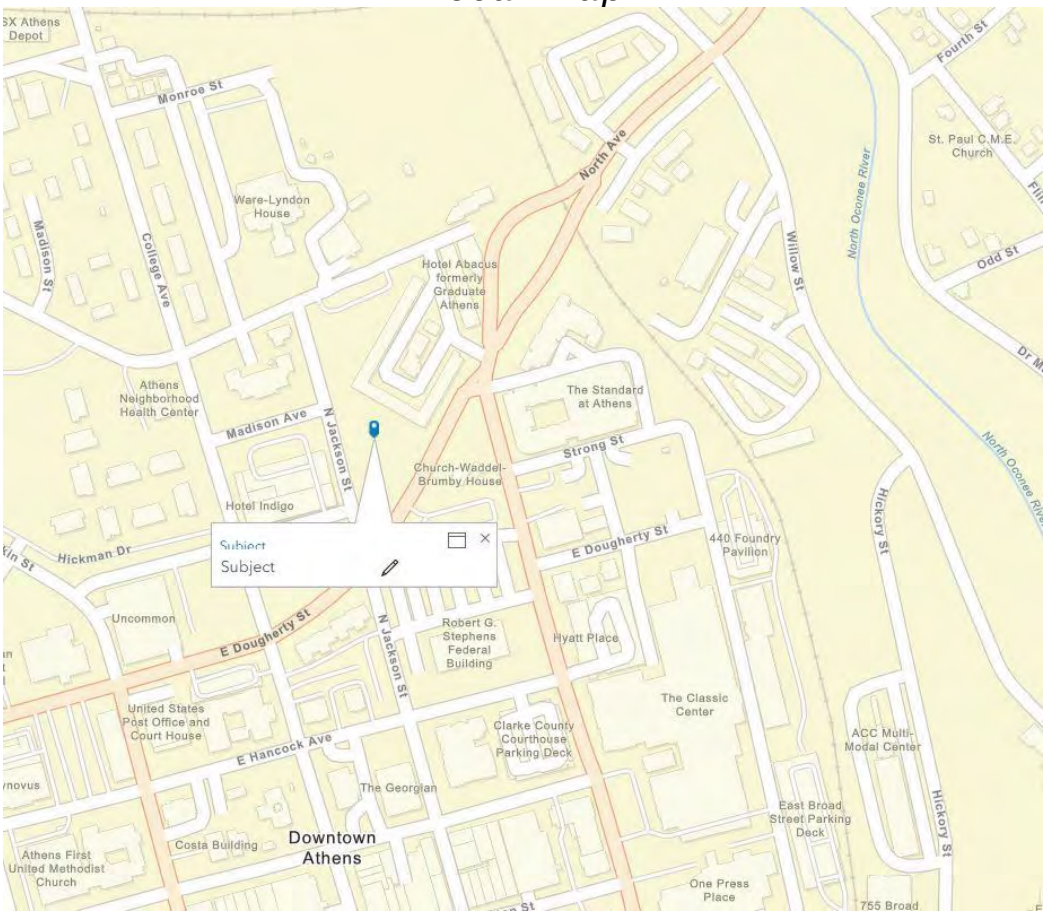
An extremely important concept in the valuation of leases is the relationship between market rent or income (I_{FS}) and contract rent, the rent stated in a lease (I_{LF}). If the contract rent is below market rent ($I_{LF} < I_{FS}$), the tenant enjoys an advantageous position called a positive leasehold interest. Then, the value of the leased fee is usually less than the value of the fee simple ($V_{LF} < V_{FS}$). If contract rent exceeds market rent ($I_{LF} > I_{FS}$), then the landlord has an advantage while the tenant has an unfavorable position called a negative leasehold interest. Then, the value of the leased fee is usually greater than the value of the fee simple ($V_{LF} > V_{FS}$).

*For valuation purposes in this report, three estates are defined in this paragraph. Market value of the **fee simple estate** is defined as the worth of the subject's real property to a most probable buyer assuming the property is already leased to a level of stabilized occupancy at normal market terms including market rent. Market value of the **leased fee estate** is defined as the worth of real property to its current owner as encumbered by terms specified in one or more leases. Lastly, a **leasehold estate** is defined as one tenant's interest in real property as specified by a lease.*

Regional Map



Local Map



NEIGHBORHOOD AND AREA DESCRIPTION

Subject Market Area

The subject is generally located in the Athens MSA, which includes Athens-Clarke, Oconee, Madison and Oglethorpe counties.

Primary Market Area

The subject is in Athens' downtown district, which is characterized by Commercial-Downtown zoning. Most properties outside of the historic downtown core have been purchased for near-term or future vertical mixed-use development.

Market Area Land Uses

The subject is in the northeast corner of Athens' downtown district. The adjoining site to the east has been operated as a hotel for many years and is proposed for redevelopment with a vertical midrise building with street-level commercial space and student apartment units above it. Nearby uses include a mixture of governmental, hospitality, multifamily and commercial. Lay Park Community Center and Lyndon House Arts Center adjoin the subject to the north. Athens-Clarke County's Emergency Management Office and Fire Department and Hotel Indigo are on the west side of N Jackson St, between E Dougherty St and Hoyt St. The Standard midrise student housing development is located across North Ave to the southeast, and Hyatt Place Athens Downtown Hotel is further south along N Thomas St. A mixture of governmental and commercial uses are prevalent within Athens' historic downtown core. The redevelopment of the former Bethel Village and College/Hoyt Apartments is underway along College Ave between the CSX line and Dougherty St, just west of the subject. Once completed, the project will contain between 715 and 875 units, which will contain a mixture of market-rate and subsidized units, according to the development's master plan. Single-family and medium-density residential uses (12 to 50 bedrooms per acre) are prevalent north of the subject between North Ave, Martin Luther King Jr. Blvd and Athens Loop 10.

Development Density

High Density

Market Area Life Cycle

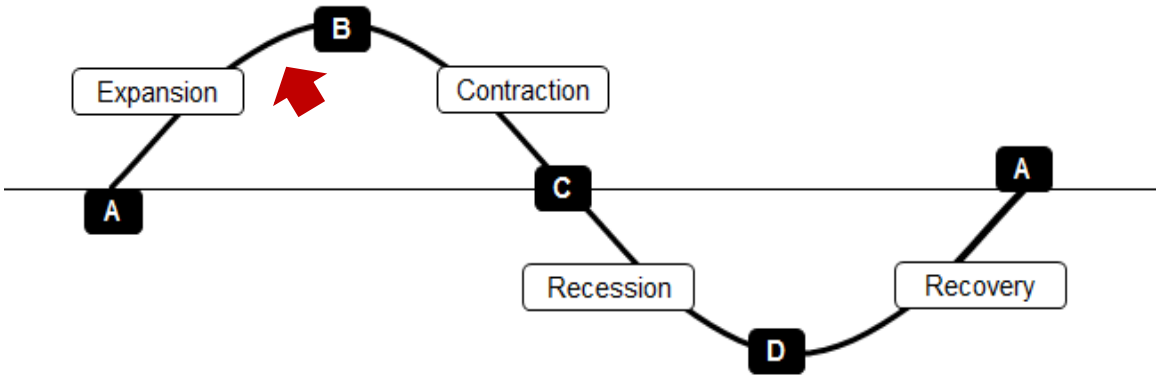
Expansion

Neighborhood Stage

Growth

REAL ESTATE CYCLES

Real estate generally has four market cycles. "Understanding where the market is and forecasting the extent of duration of the cycle are important in projecting the pattern of future income," according to Advanced Concepts & Case Studies, Appraisal Institute, copyright 2010. These cycles are depicted below.



The red arrow depicts the appraiser(s) opinion of the subject's position in the market cycle.

Segment	Name	Characteristics
AB	Expansion	Growing demand, rental rates climbing above replacement cost, decreasing vacancy, concessions not prevalent, high profit potential stimulating much new construction
BC	Contraction	Stable to weakening demand, stable to weakening vacancy, small concessions beginning to occur, rents stable to mildly weakening, profit potential shrinking so new construction slowing
CD	Recession	Stagnant to declining demand, vacancy growing, rental rates falling, significant concessions prevalent, new construction virtually halted
DA	Recovery	Demand strengthening, vacancy shrinking, rental rates starting to climb, concessions shrinking, new construction beginning to occur
Time until the **next** major point		1 to 2 years

SITE DESCRIPTION

The subject site is a ±2.825-acre downtown commercial development tract located on the west side of N Jackson St, north side of E Dougherty St and south side of Hoyt St. The subject consists of two separate tax parcels. The first is a ±1.19-acre lot at the northeast corner of N Jackson St and E Dougherty St, which is currently improved with an 87-space surface parking lot. The second is a ±1.635-acre parcel at the southeast corner of N Jackson St and Hoyt St, which is improved with a 59-space surface parking lot, shared development drive, grassed area and playground structure. The ±1.19-acre parcel is zoned Commercial-Downtown (C-D), and the ±1.64-acre tract, which is currently part of a larger ±11.585-acre parent parcel, is zoned Government (G). The existing site improvements are in average condition. The existing development driveway extending along the tract's northern boundary will permanently remain since it provides access to adjoining properties. A utility easement extends within the driveway area.

The subject's two tracts join to form an unusual shape, which will likely influence the development utility of the site. Commercial Downtown zoning permits zero-lot-line construction with a maximum floor area ratio of 5.0 and a maximum density of 200 bedrooms per acre. As discussed in *Assumptions and Limiting Conditions,* we assume the Government-zoned parcel could be rezoned Commercial-Downtown with minimal associated risk. The subject is in the Dougherty Street downtown character area, which will impact design guidelines for proposed future development but should not have a substantial impact on the subject's highest and best use.

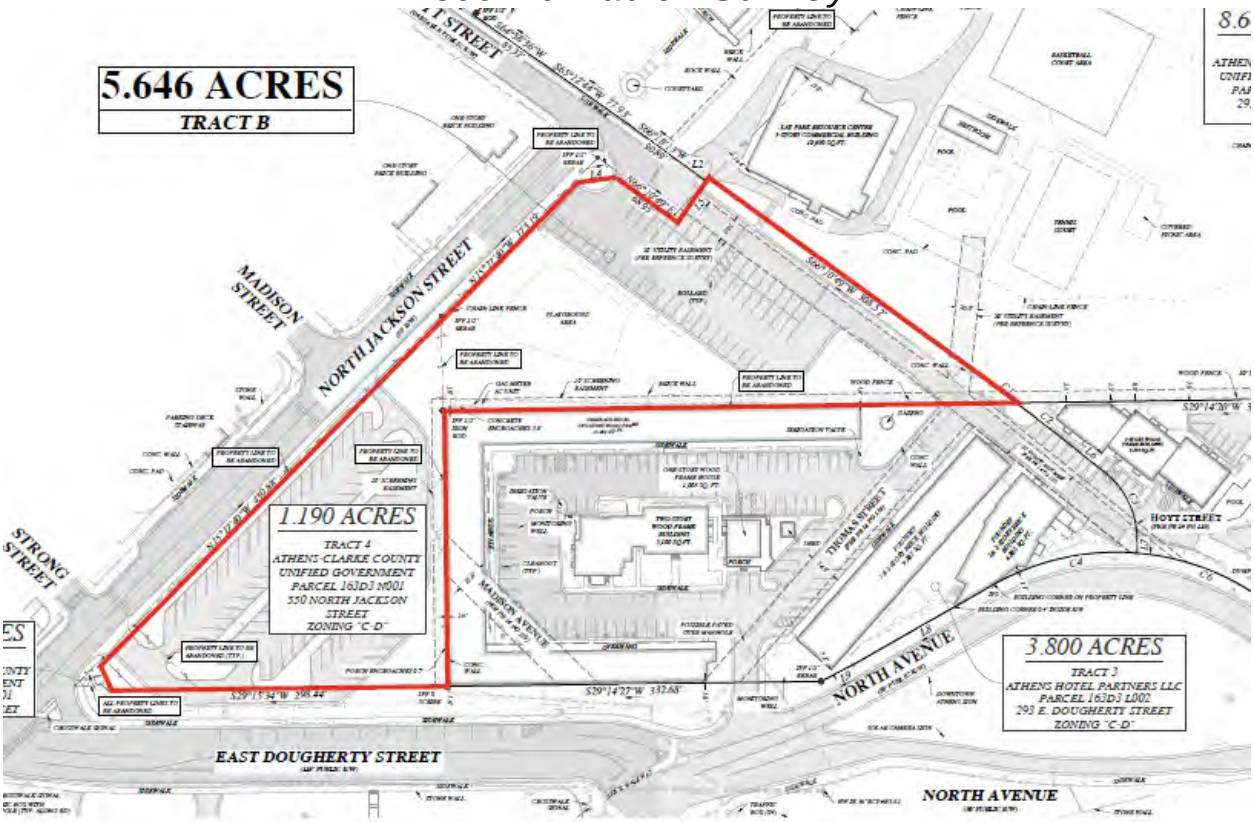
Most land outside of the historic downtown core has been purchased for immediate vertical development/redevelopment, yielding an addition of nearly 1,700 beds in the downtown district since 2023. At least four other developments are proposed, including redevelopment of an adjoining tract at 295 E Dougherty St. Overall, the subject has average utility for vertical mixed-use development, limited somewhat by its irregular shape.

Athens-Clarke County levies taxes on the subject property. The subject tract consists of two separate parcels, both of which are tax-exempt since they are government owned. One of the parcels is part of a larger, ±11.5-acre parent parcel that is improved with a community center and recreational fields. When the subject tracts are combined and conveyed to a private entity, the new parcel will be taxed according to its fair market value. The current tax rate for properties in Athens-Clarke County's downtown district is $32.05 per $1,000 of the 40% assessed value.

Tax Map Aerial Image



Recombination Survey



SUBJECT PHOTOS













HIGHEST AND BEST USE

Highest and best use is defined as the reasonably probable and **legal** use of vacant land or an improved property, which is **physically possible**, appropriately supported, **financially feasible**, and that results in the highest value (**maximally productive**) to the land. In everyday appraisal practice, this definition requires the appraiser to use practical appraisal principles along with local knowledge and good judgment to determine an opinion of a property's highest and best use. In theory, the highest and best use of a vacant site determines what size and type improvement should be constructed on the site to maximize the site's potential. The subject is improved with surface parking lots. Therefore, the subject's highest and best use "as vacant" and "as proposed" will be considered.

Highest and Best Use "As Vacant"

Legally Permissible: A wide variety of commercial and high-density residential uses are allowed within the Commercial Downtown zoning district with a maximum density of 200 bedrooms per acre and a maximum floor area ratio of 5.0. There are no off-street parking requirements in this zoning district. Residential uses are not permitted on the first floor without a variance, which the county has typically been reluctant to grant. A portion of the subject site is zoned Government (G) and must be rezoned upon conveyance to a private entity.

Physically Possible: The subject has an irregular shape that will pose development challenges. This was noted by ADDA Chairman Jason Leonard in a recent letter published to the county's mayor and commissioners. ADDA has been marketing the site to senior housing developers since 2020 but has been unable to identify a suitor due to the site's challenging shape. We interviewed Jon Williams, CEO of Williams & Associates Engineering, who said there is likely insufficient site area to build adequately sized structured parking and maximize the site's allowable density of 200 bedrooms per acre. We were not provided with engineered site plans that specify the amount of building improvements the site will support but assume it will be 50% to 75% of the maximum allowable density of 200 bedrooms per acre, based on our conversation with Mr. Williams and review of concept plans shown in Athens' Downtown Master Planning Study, published in 2020.

Financially Feasible: Given the downtown location of the site and current construction costs, vertical development of the site with a mixed-use development to the maximum possible density should be financially feasible, as evidenced by extensive midrise development in the downtown district in the last 10 years. Alternatively, the site could be held speculatively for future assemblage with adjoining parcels to create a more functional development tract.

Maximally Productive: The maximally productive use of the subject site as vacant is to develop the site to the maximum allowable density with a midrise student apartment development. The most likely buyer is a developer, and the timing of the use is now.

Highest and Best Use "As Improved"

Legally Permissible: The existing use of the subject as parking and recreation area is legally permitted. An existing driveway along the subject's northern boundary line provides ingress/egress to adjoining properties and must remain if the site is redeveloped.

Physically Possible: Continued use of the subject as surface parking lots and a recreation area is physically possible. Immediate vertical development is physically possible.

Financially Feasible: Continued parking use or vertical development of the subject site should be financially feasible. The client did not provide income statements for the subject's parking area. Our concluded fair market value of $6,500,000 likely exceeds the subject's value in use as a parking lot, indicating redevelopment with a student housing midrise building is a more productive use.

Maximally Productive: The maximally productive use of the subject site as improved is to immediately develop the site with a student housing midrise development to the maximum allowable density. The most likely buyer is a developer, and the timing of the use is now.

LAND VALUE ANALYSIS

The sales comparison approach develops an indication of market value by comparing the subject property to similar properties recently sold or which are listed for sale, or are under contract (i.e., recently drawn up purchase offers accompanied by a cash or equivalent deposit). A major premise of the sales comparison approach is that the market value of the property is directly related to the sale prices of comparable, competitive properties. The principle of substitution is applied in this approach and holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time. This principle implies that the reliability of the sales comparison approach is diminished if substitute properties are not available in the market. This approach is most useful when a number of similar properties have recently sold or are currently for sale in the subject market.

The sales that are compared to the subject site with respect to various transactional and physical characteristics including date of sale, financing, conditions of sale, location, site size, access, exposure, topography, utilities, zoning and overall site utility, which are analyzed on the basis of sale price per acre. Once adjusted, the sales indicate a range of unit values applicable for the subject. These unit values represent the range that a typical purchaser would most likely pay for the property and reflect market value. As will be discussed below, the appraisers also considered price per allowable bedroom as a unit of comparison.

Comparable Sales

The subject is a ±0.9-acre commercial tract located in the northeast corner of Athens' downtown district. Downtown Athens contains ±300 acres, virtually all of which is improved. The downtown land market has been active in recent years. As the last remaining vacant lots were absorbed, developers turned their focus to underimproved sites where demolition could be achieved at a reasonable cost and redevelopment could maximize available density. The table below summarizes all the known sales in Athens' downtown district since 2018. Sales 6, 8 and 9 were separately owned parcels that were purchased and assembled by a student housing developer.

No.	Location	Sale Date	Sale Price	Size (Acres)	Price/Acre
1	570 N Thomas St	5/8/2018	$1,000,000	0.42	$2,380,952
2	230 Finley St, Athens	8/21/2020	$5,600,000	1.905	$2,939,633
3	Pottery St, E Broad St & Wilkerson St, Athens	10/28/2020	$1,400,000	0.789	$1,774,398
4	115 E Broad St, Athens	2/3/2021	$1,400,000	0.176	$7,954,545
5	155 Mitchell St, Athens	7/21/2021	$3,500,000	1.7	$2,058,824
6	166 N Finley St, Athens*	12/10/2021	$15,000,000	2.27	$6,607,930
7	142 & 150 Oconee St, Athens	12/31/2021	$2,895,000	0.866	$3,342,956
8	139-157 N Newton St, Athens*	1/31/2022	$2,400,000	0.462	$5,194,805
9	558 W Broad St, Athens*	1/31/2022	$4,000,000	0.98	$4,081,633
10	125 Pulaski St, Athens	12/12/2023	$1,150,000	0.27	$4,259,259
11	295 E Dougherty St, Athens	6/14/2024	$25,000,000	3.7992	$6,580,333
	** Sales completed to form an assemblage*			**AVG**	**$4,288,661**

The sales indicate a range of subject value from $1,774,398 to $7,954,545 per acre with a mean of $4,288,661 per acre. The median sale price, which eliminates the skewing effect of outliers, is

$4,081,633 per acre. Considering the subject's atypical shape, which will likely limit the density that could be supported on the site, its current market value is best indicated below the average.

From the larger sample of downtown area sales in the table above, we selected the sales that are most similar to the subject in location and functional utility. These sales, which are summarized below, are analyzed and adjusted against the subject.

Comparable Land Sales

No.	Location	Sale Date	Sale Price	Size (Acres)	Price/Acre
1	570 N Thomas St	5/8/2018	$1,000,000	0.42	$2,380,952
2	155 Mitchell St, Athens	2/3/2021	$3,500,000	1.7	$2,058,824
3	Pottery St, E Broad St & Wilkerson St, Athens	10/28/2020	$1,400,000	0.789	$1,774,398
4	295 E Dougherty St, Athens	6/14/2024	$25,000,000	3.7992	$6,580,333
				AVG	**$3,198,627**

The comparable land sales shown above represent the most comparable land sales in the downtown Athens market. The land sales indicate a wide range of value from $1,774,398 to $6,580,333 per acre with a mean of $3,198,627 per acre. The sales are generally located along the eastern edge of Athens' downtown district and do not require adjustment for location. Sale 4, which indicates the high end of the range, is the subject's ±3.8-acre parent tract, which sold in June 2024 for $25,000,000, or $6,580,333 per acre. The median sale price of the comparable sales is $2,268,047 per acre. These sales are discussed in detail on the following pages, followed by analysis and adjustment of the comparable sales.

Comparable Sale Profiles

Land Sale No. 1



Property Identification

Record ID	2215
Property Type	Commercial Land, Commercial/Downtown Land
Property Name	±0.42 Acres N Thomas Street
Address	570 N Thomas Street, Athens, Clarke County, Georgia 30601
Location	Located on the S/s of E Strong Street and the E/s of N Thomas Street
Tax ID	163D3 J003

Sale Data

Grantor	First American Bank & Trust Co
Grantee	City Block Communities, LLC
Sale Date	May 08, 2018
Deed Book/Page	4707/83
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Other sources: Deed/Assessor/Seller's Rep., Confirmed by William Parker, MAI

Sale Price	$1,000,000
Cash Equivalent	$1,000,000

Land Data

Zoning	C-D, Commercial Downtown
Topography	Level
Utilities	Adequate
Shape	Rectangular
Landscaping	N/A
Flood Info	Out

Land Size Information

Gross Land Size	0.420 Acres or 18,295 SF
Allowable Units	84
Front Footage	91 ft N Thomas Street; 197 ft E Strong Street;

Indicators

Sale Price/Gross Acre	$2,380,952
Sale Price/Gross SF	$54.66
Sale Price/Allowable Unit	$11,905

Remarks

May 2018 sale of a ±0.42 acre C-D zoned lot at the corner of Thomas Street and E. Strong Street in downtown Athens-Clarke County, Georgia. Site was purchased for development of a small mixed use development with retail and student housing. As of March 2021 the developer reportedly is seeking approval for a mixed use project with 84 bedrooms (likely all 2BR/2BA) with commercial space on the main level.

Land Sale No. 2



Property Identification

Record ID	2701
Property Type	Land, Commercial/Downtown Land
Property Name	±1.7 Acres Mitchell Street
Address	155 Mitchell Street, Athens, Clarke County, Georgia 30601
Location	E/s Mitchell Street and N William Street
Tax ID	171B4 E013

Sale Data

Grantor	Mitchell Street Properties, LLC
Grantee	Core Athens Mitchell, LLC
Sale Date	July 21, 2021
Deed Book/Page	5223/523
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Other sources: Assessor, Personal Inspection and Appraisal, Confirmed by William Parker, MAI
Sale Price	$3,500,000

Land Data

Zoning	C-D
Utilities	All Available
Shape	Roughly Rectangular

Land Size Information

Gross Land Size	1.700 Acres or 74,052 SF
Front Footage	305 ft Mitchell Street;

Indicators

Sale Price/Gross Acre	$2,058,824
Sale Price/Gross SF	$47.26

Remarks

This is a ±1.7 acre commercial downtown lot, located in downtown Athens, Clarke County, Georgia. At the time of sale, the lot was zoned Commercial Downtown PD and was approved for a development with 126 units and 256 bedrooms. After closing, the buyer requested amendments to the planned development in order to allow for 167 units and 381 bedrooms, which was ultimately granted. The site had a moderate to steep sloping topography that drained to a creek along one boundary. The seller had previously secured a variance that would allow for encroachment into a 75' stream buffer as part of development. The site was known to contain a good deal of fill dirt and construction debris that were brought into the site in the early 1990s and used to build up a portion of the site. These soils would not be suitable for vertical development and would have to be removed and remediated.

Land Sale No. 3



Property Identification

Record ID	3250
Property Type	Commercial Land, Commercial Lots
Property Name	±0.789 Acre - Landmark Assemblage
Address	180 Pottery St, 910 E Broad St, 940 E Broad St, 122 Wilkerson St, 140 Wilkerson St, Athens, Clarke County, Georgia 30601
Location	S/s E Broad St, E of Pottery St, W of Wilkerson St

Sale Data

Grantor	Peggy T Williams, Trustee
Grantee	The Mark at Athens II, LLC
Sale Date	October 28, 2020
Deed Book/Page	5069/132
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash
Verification	Other sources: Deed, Assessor, Confirmed by Database Administrator

Sale Price	$1,400,000
Cash Equivalent	$1,400,000

Land Data

Zoning	C-D
Topography	Generally Level
Utilities	All Available

Land Size Information

Gross Land Size	0.789 Acres or 34,369 SF

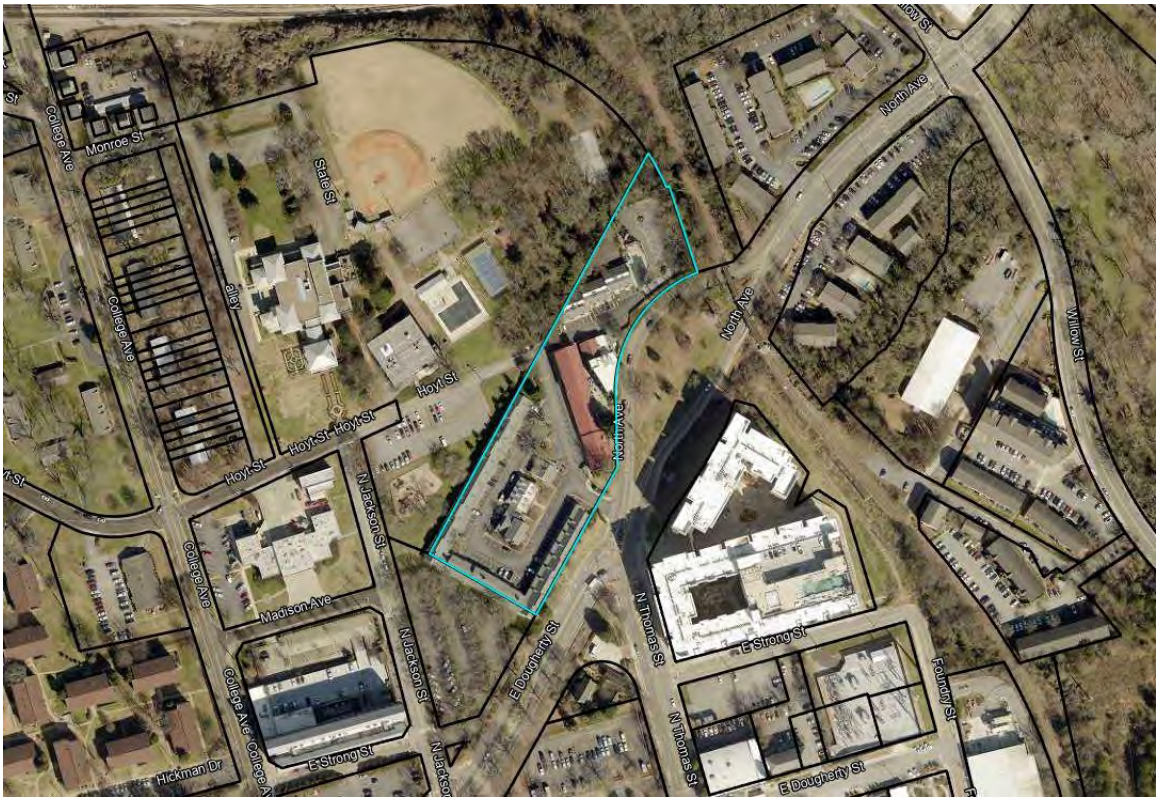
Indicators

Sale Price/Gross Acre	$1,774,398
Sale Price/Gross SF	$40.73

Remarks

This is the October 2020 sale of five small commercial lots located within the Pottery St neighborhood on the east side of downtown Athens. The lots were purchased by Landmark Properties and completed an assemblage needed for development of a parking deck associated with The Mark, Phase 2, which is a mid-rise student housing development located nearby. The lots totaled ±0.789 acre, and the purchase price equates to $1,774,398 per acre, or $40.76 per SF.

Land Sale No. 4



Property Identification

Record ID	4712
Property Type	Commercial Land, Commercial/Downtown Land
Property Name	Graduate Hotel Redevelopment Site
Address	295 E Dougherty St, Athens, Clarke County, Georgia
Location	N/s E Dougherty St, E of N Jackson St
Tax ID	163D3 L002

Sale Data

Grantor	Graduate Athens Owner LLC
Grantee	Athens Hotel Partners LLC
Sale Date	June 14, 2024
Deed Book/Page	5607/169
Property Rights	Fee Simple
Marketing Time	Off Market
Conditions of Sale	Arm's Length
Financing	Conventional - $19,250,000 to The Ardent Companies
Verification	Other sources: Deed, assessor, news reports, Confirmed by Database Administrator
Sale Price	$25,000,000
Cash Equivalent	$25,000,000

Land Data

Zoning	C-D, Commercial Downtown

Topography	Mostly level
Utilities	All available
Shape	Irregular
Flood Info	Out of floodplain

Land Size Information

Gross Land Size	3.799 Acres or 165,493 SF

Indicators

Sale Price/Gross Acre	$6,580,333
Sale Price/Gross SF	$151.06

Remarks

This is the June 2024 sale of a 3.8-acre commercial redevelopment tract at 295 E Dougherty St in downtown Athens-Clarke County, GA. The site was improved with an operating hotel and event venue, but the buyer acquired the tract for future redevelopment with a vertical mixed-use project. The buyer did not immediately redevelop the site. Eleven months later, the buyer and Athens-Clarke County agreed to a land swap, which would create a more functional site for redevelopment. The county agreed to transfer 2.8 acres to the developer, who agreed to exchange a 0.9-acre portion of the hotel site, construct a 350-space public parking deck, pay $2.5 million to expedite improvements to the city's sewer infrastructure, and pay an additional $7.9 million toward the county's affordable housing fund. The recombined redevelopment parcel will be 5.7 acres. The developer reportedly will preserve a portion of the event venue, known as The Foundry. Demolition costs for the hotel were not disclosed.

Land Sales Summary and Adjustment Grid					
	Subject	**Comparable 1**	**Comparable 2**	**Comparable 3**	**Comparable 4**
Sale Date		5/8/2018	7/21/2021	10/28/2020	6/14/2024
Address	N Jackson St & E Dougherty St	570 N Thomas Street	155 Mitchell Street	Pottery St, E Broad St and Wilkerson St	295 E Dougherty St
City	Athens	Athens	Athens	Athens	Athens
County	Clarke	Clarke	Clarke	Clarke	Clarke
Sale Price:		$1,000,000	$3,500,000	$1,400,000	$25,000,000
Size in Acres	2.83	0.42	1.70	0.79	3.80
Size in SF	123,057	18,295	74,052	34,369	165,484
Indicated Price Per Acre		**$2,380,952**	**$2,058,824**	**$1,774,398**	**$6,580,679**
Summary of Adjustments					
Property Rights Conveyed		Fee Simple 0.00%	Fee Simple 0.00%	Fee Simple 0.00%	Fee Simple 0.00%
Financial Considerations		Conventional 0.00%	Conventional 0.00%	Cash 0.00%	Conventional 0.00%
Conditions of Sale		Arm's Length 0.00%	Arm's Length 0.00%	Arm's Length - Assemblage 10.00%	Arm's Length 0.00%
Expenditures After Sale		None 0.00%	None 0.00%	None 0.00%	None 0.00%
Market Conditions (Months)		74	36	45	1
5% Annually Thru July 2024		30.83%	15.00%	18.75%	0.42%
Subtotal Price/Acre		**$3,115,079**	**$2,367,647**	**$2,317,807**	**$6,608,099**
Other Adjustments					
Location:	Very Good	Similar 0.00%	Similar 0.00%	Similar 0.00%	Similar 0.00%
Specific Location/Access:	Average	Similar 0.00%	Similar 0.00%	Similar 0.00%	Similar 0.00%
Topography:	Level	Level 0.00%	Sloping 0.00%	Generally Level 0.00%	Mostly level 0.00%
Size/Shape:	2.83 Ac, Irregular	Rectangular, Smaller 0.00%	Rectangular -35.00%	Irregular/ Non-Contiguous 0.00%	Mostly Rectangular/Larger -45.00%
Zoning:	C-D	C-D 0.00%	C-D 10.00%	C-D 0.00%	C-D 0.00%
Utilities:	All available	All available 0.00%	All available 0.00%	All available 0.00%	All available 0.00%
Functional Utility	Average	Similar 0.00%	Similar 0.00%	Similar 0.00%	Similar 0.00%
Net Adjustments:		0.00%	-25.00%	0.00%	-45.00%
Absolute Adjustments:		0.00%	45.00%	0.00%	45.00%
Adjusted Price/ Acre:		**$3,115,079**	**$1,775,735**	**$2,317,807**	**$3,634,454**
AVG Price/Acre	**$3,198,713**				
AVG Adj. Price/Acre	**$2,710,769**				

Analysis and Adjustment of Comparable Sales

The **price per acre** of each comparable is adjusted upward if the sale is considered inferior to the subject site with respect to a particular item of comparison. Conversely, each comparable is adjusted downward if considered superior to the subject site. The upward and downward adjustments are then totaled and the net adjustment is applied to the sale price per square foot for each comparable

land sale, indicating a current market value per square foot for the subject site. The adjustments in this analysis are primarily subjective based on available knowledge of the properties and the subject market as well as discussions with numerous brokers and developers in the area. In addition to typical adjustments relating to location and size, additional consideration is given to market conditions.

Conditions of Sale: Sale 3 completed an assemblage. Five years earlier, the buyer had purchased the middle piece of the assemblage, which significantly limited the market for the remaining pieces. It is adjusted upward to account for the limited market of other potential buyers, which likely influenced the price downward.

Market Conditions (Time): The most productive use of the subject is immediate development with a vertical student housing development, and developers are likely to underwrite acquisition of the property based on its income-producing potential. According to CoStar, an industry-recognized data source, student housing market rent per bedroom increased at a 6.8% compounding rate between 2020 and 2024, spurred by shortage of available units. Rent growth slowed substantially in 2025 to 1% as new deliveries increased competition among operators. At the same time, the cost of capital remains high. A reconciled 5% annual upward adjust is applied to the sales up to August 2024.

Size/Shape: As discussed previously, the subject is irregularly shaped, which will likely limit the density that could be supported on the site. Most student housing developers analyze land based on its supportable bedrooms per acre, and reductions in density will impact value. As noted in *Highest and Best Use,* the site will likely support only 50% to 75% of the legally allowable density, although an engineered site plan has not yet been drawn to verify the precise impact of the site's shape on its development utility. In addition to interviews with Athens' Downtown Development Authority and Jon Williams, CEO of Williams & Associates Engineering, we also considered recent examples of downtown sites, which could not be developed to their fully allowable density due to physical or economic restrictions.

The first example is 359 W Hancock Ave on the west side of Athens' downtown district. This ±0.28-acre site was very small and contained a limited amount of frontage, which forced the developer to use a scaled-back design. The table below summarizes the maximum floor area ratio, building size and bedroom density the site could legally support, and the building that was constructed.

369 W Hancock Ave		
Site Area (Ac.)	0.28	0.28
Site Area (SF)	12,197	12,197
	Max Allowed	**Constructed**
Floor Area Ratio	5.0	1.2
Building Size (SF)	60,984	14,030
Density Reduction		76.99%
Bedrooms	56	19
Density Reduction		66.07%

The site could legally support nearly 61,000 SF of building improvements with 56 bedrooms. Instead, the developer built a ±14,030 SF building with only 19 bedrooms. The scaled-back design of the project was attributable to challenges with its size/shape.

We also considered the paired sales of two nearby downtown lots, which sold within roughly a year of each other. The sales are summarized in the table below, and a detailed description of the sales is included in the addenda.

Location	Sale Date	Sale Price	Size (Ac)	Price/Acre
230 Finley St, Athens	8/21/2020	$5,600,000	1.905	$2,939,633
229 Meigs St, Athens	9/1/2021	$1,050,000	1.198	$876,461

The sale at 230 Finley St was used as a comparable sale in the analysis above, and the unadjusted price is shown here (prior to expenditures after sale). It was purchased for immediate student housing development. The property at 229 Meigs St is improved with a surface parking lot for the Bottleworks commercial development, which is critical to the Bottleworks operations. (Bottleworks contains a mixture of restaurants, retail and office space.) A buyer purchased a portfolio of Bottleworks commercial properties, including the parking lot parcel and allocated $1,050,000 ($876,461 per acre) to the excess lot. At the time, the buyer planned to develop the excess parcel with student housing. However, the buyer expected to only construct 150 beds on the site, because he needed to also build 90 extra spaces in a parking deck to provide parking for the Bottleworks commercial space. The paired sales indicate a roughly 70% diminution in value caused by the density reduction. The seller had previously received a higher offer of $2,000,000 for the property. Assuming the higher offer price, the density reduction indicates a 43% diminution in value.

Considering information gathered from knowledgeable sources about the subject property, and considering the examples discussed above, we have applied a 35% downward adjustment to Sales 2 and 4, which were more functional midrise development sites.

Zoning/Entitlements The subject is split-zoned Commercial Downtown (C-D) and Government (G), and we assume the site could be uniformly rezoned to C-D with minimal associated risk. Sale 2 requires upward adjustment for zoning. It was approved for a lower density than the purchaser/developer was targeting, and the seller would not sell the property subject to a rezoning contingency. The buyer purchased the property and amended the zoning conditions after closing.

An upward adjustment is applied to account for the risk undertaken by the buyer in closing prior to securing all entitlements.

Fee Simple Land Value Indication

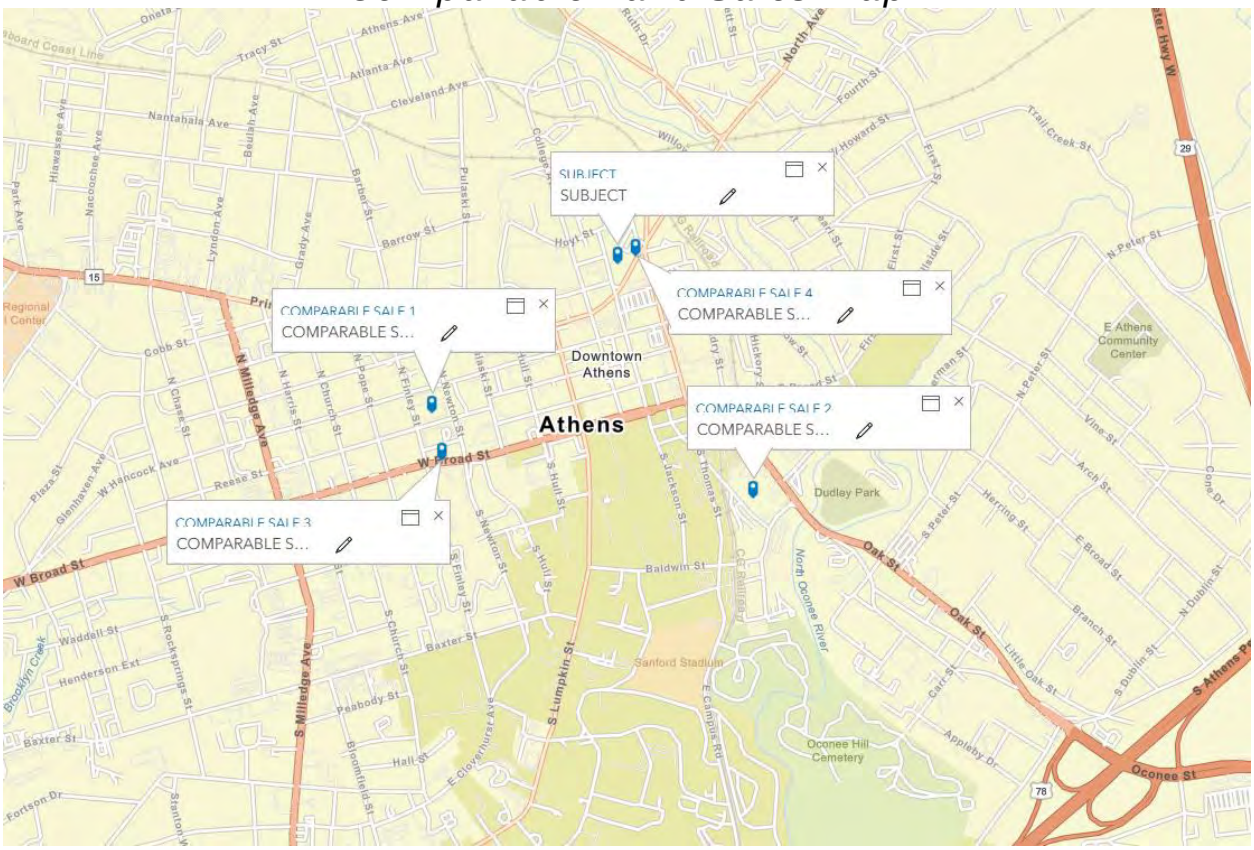
The previously discussed sales represent the most recent and comparable sales available. After adjustments for physical and locational characteristics, the comparable sales indicate a range of value for the subject site from $1,775,735 to $3,634,454 per acre with a mean of $2,710,769 per acre. Sale 4, which adjoins the subject, is an outlier on the high end of the range. The subject has been quietly marketed as a senior housing development tract for many years with no suitors. Although senior housing development is likely not the most productive use of the tract, many other downtown tracts have sold in the last five years while the subject has remained unimproved. Considering the subject's atypical shape, which limits its potential density, its current market value should fall below the mean and is calculated as follows:

$2,300,000	per acre	x	2.825	acres	=	$6,497,500

ROUNDED: $6,500,000

As discussed previously, most student housing developers analyze land acquisitions using price per bedroom as the unit of comparison. We reviewed four recent sales of downtown land, which were immediately improved with midrise student apartments. These sales indicate a range of values from $13,672 to $42,424 per bedroom with a mean of $25,025 per bedroom. Assuming the subject could be developed with 100 bedrooms per acre (282 beds total), our concluded market value equates to $23,099 per bedroom. Assuming 150 bedrooms per acre (423 beds total), our concluded market value equates to $15,339 per bedroom.

Comparable Land Sales Map



Marketability and Reasonable Exposure Time

Overall marketability of this property is considered average. The subject property has a good location along N Jackson St in Athens-Clarke County, Georgia, but has an irregular shape that limits its development utility. Downtown land is scarce and is in high demand, and sites such as the subject frequently trade off market. If this property is marketed for sale, a period of 12 months is anticipated.

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a current estimate based on an analysis of past events assuming a competitive and open market. A reasonable exposure time for the subject property to have been actively marketed for sale by a professional brokerage company is assumed to have been **12** months.

ADDENDA

Engagement Letter

PARKER PROPERTY & APPRAISALS, INC.
A Commercial Real Estate Valuation and Consulting Firm
650 Oglethorpe Avenue, Unit 1 • Athens, Georgia 30606 • 706-248-1433 • wparker@parkerproperty.org

August 4, 2025

Athens **Downtown Development Authority**
250 W. Broad Street, Unit 108
Athens, GA 30601

ENGAGEMENT AGREEMENT: ±2.825-acre CD zoned site located along N. Jackson Street and E. Dougherty Street in downtown Athens, GA

To whom it may concern:

This letter, when properly signed, will constitute an engagement agreement ("Agreement" hereinafter) between Parker Property & Appraisals, Inc. ("PPA" hereinafter) and the Athens Downtown Development Authority ("Client" hereinafter), upon the terms and conditions set forth below.

1. ***Scope and Purpose:*** You have requested that PPA make a determination of the fair market value of a ±2.825-acre site located along N. Jackson Street and E. Dougherty Street in Athens, GA. PPA understands that the appraisal report and services provided will be used by the Client for internal purposes related to potential sale or transfer of the property. This report will be prepared for the use of the client only.

2. ***Report Type:*** Restricted Report

3. ***Required Information:*** The Client agrees that all information required by PPA regarding the Property will be provided to PPA within a reasonable period of time and shall be accurate and complete in all material respects. The conclusions rendered in the Report shall represent only the opinions of PPA based upon the information furnished by the Client and other sources and said conclusions shall be considered as merely advisory in nature. *NOTE: A list of required information may be attached to this agreement and additional items may be required during the report process.*

4. ***Fee and Delivery:*** PPA agrees to provide an appraisal report for a fee of $2,000. The Fee and the other terms of this Agreement are valid only if the executed Agreement is received by PPA within thirty days. The appraisal report will be delivered within 15 business days of inspection of the property.

PARKER PROPERTY & APPRAISALS, INC.
A Commercial Real Estate Valuation and Consulting Firm
650 OGLETHORPE AVENUE, UNIT 1 • ATHENS, GEORGIA 30606 • 706-248-1433 • WPARKER@PARKERPROPERTY.ORG

5. ***Additional Services:*** After the appraisal report is delivered, if PPA is required to provide additional appraisal research or testify regarding this appraisal, additional fees will be required based on PPA's current hourly rates ($300 per hour).

We trust that the foregoing terms and provisions are agreeable to you. If the agreement is satisfactory, please sign and return one of the attached copies to PPA at the address below. A scanned copy of this signed agreement will also be acceptable when emailed to wparker@parkerproperty.org

Sincerely,

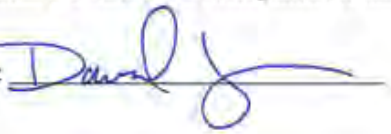


J. William Parker, MAI
Parker Property & Appraisals, Inc.
650 Oglethorpe Avenue, Unit 1
Athens, GA 30606
parkerpropertyandappraisals@gmail.com

The foregoing has been read, understood and approved, and the undersigned does hereby agree to retain PPA upon the terms and provisions contained herein on behalf of the Client.

Dated: August 4, 2025

Athens Downtown Development Authority

By: 

Tax Record

Athens-Clarke County, GA

Summary

Parcel Number	163D3 N001
Location Address	550 N JACKSON ST
Legal Description	SUBD BLK: N; (Note: Not to be used on legal documents)
Class	E1-Exempt (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	C-D(DS)
Tax District	TAD 4 - East Downtown - DDA (District TD)
Millage Rate	N/A
Acres	0.72
Neighborhood	4000C-DOWNTOWN (4000C)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
325 E WASHINGTON ST
ATHENS, GA 30601

Land

Type	Description	Calculation Method	Acres
Exempt	Com-SF-088	Square Feet	0.72

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Y-ASPH PAVING AV 49999	1990	1x30000 / 0	0	$45,000

Valuation

		2025	2024	2023	2022	2021
	Previous Value	$2,026,054	$1,845,958	$1,845,958	$1,579,729	$1,454,445
	Land Value	$1,981,054	$1,981,054	$1,800,958	$1,800,958	$1,534,729
+	Improvement Value	$0	$0	$0	$0	$0
+	Accessory Value	$45,000	$45,000	$45,000	$45,000	$45,000
=	**Current Value**	**$2,026,054**	**$2,026,054**	**$1,845,958**	**$1,845,958**	**$1,579,729**

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Sales, Photos, Sketches.

The Tax Assessor makes every effort to provide the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation.
User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/5/2025, 7:10:22 PM

Developed by SCHNEIDER GEOSPATIAL

Athens-Clarke County, GA

Summary

Parcel Number	163D3 D001
Location Address	293 HOYT ST
Legal Description	N/A
Class	E1-Exempt (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	P
Tax District	TAD 4 - East Downtown - DDA (District TD)
Millage Rate	N/A
Acres	12.87
Neighborhood	4000C-DOWNTOWN (4000C)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map

Owner

ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
325 E WASHINGTON ST
ATHENS, GA 30601

Land

Type	Description	Calculation Method	Acres
Exempt	Com-SF-054	Square Feet	12.87

Residential Improvement Information

Style	Exempt Improvement
Heated Square Feet	0
Interior Walls	
Exterior Walls	
Foundation	
Attic Square Feet	0
Basement Square Feet	0
Year Built	1973
Roof Type	0
Flooring Type	0
Heating Type	0
Number Of Rooms	0
Number Of Bedrooms	0
Number Of Full Bathrooms	0
Number Of Half Bathrooms	0
Value	$2,658,125
Condition	Average
House Address	293 HOYT ST

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
1/1/1997	371 39		$0	Family/corporate/unusable	UNIFIED GOVERNMENT OF ATHENS-CLARKE	UNIFIED GOVERNMENT OF ATHENS-CLARKE

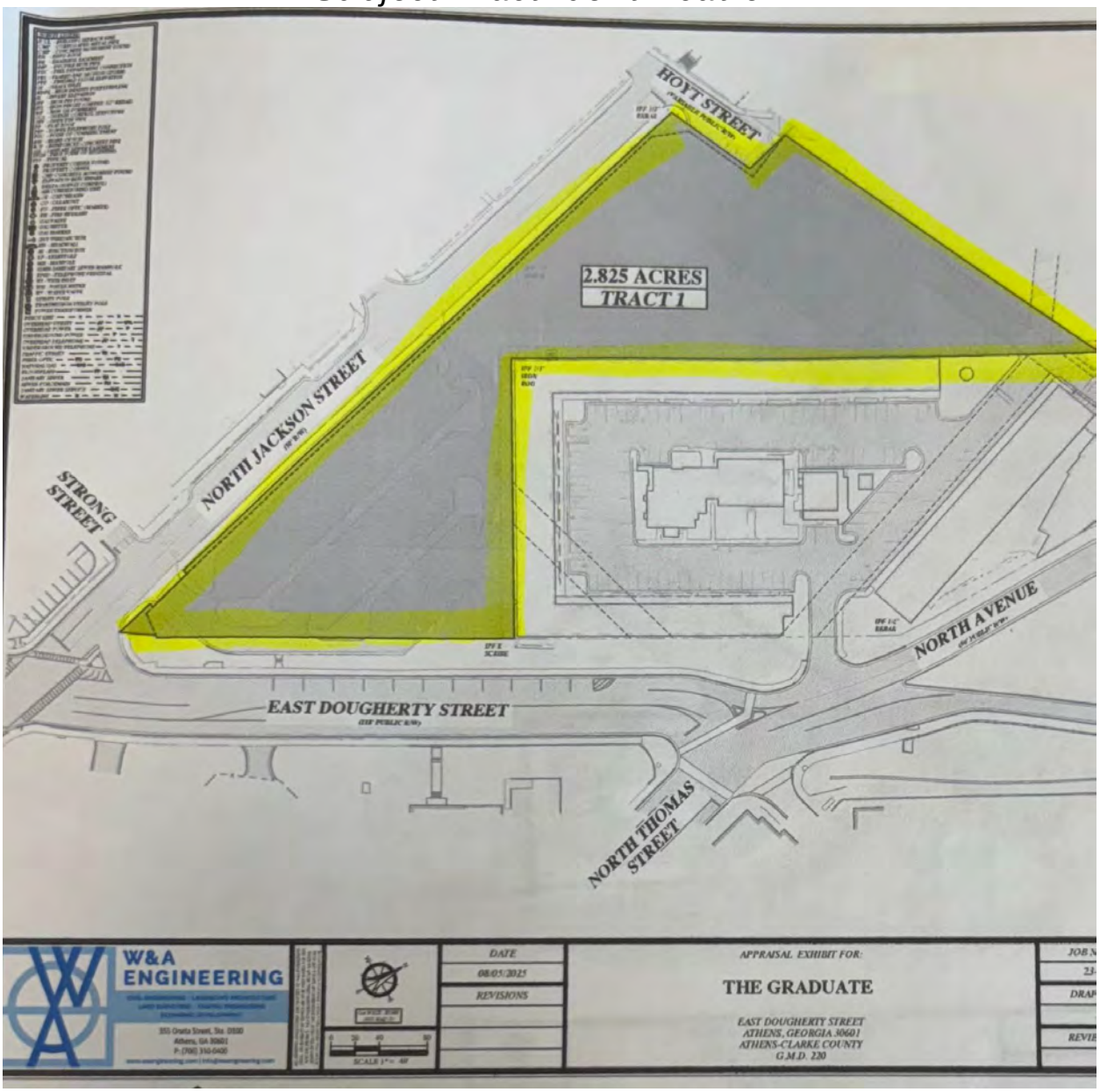
Valuation

	2025	2024	2023	2022	2021
Previous Value	$16,225,056	$14,991,699	$14,991,699	$13,870,465	$13,870,465
Land Value	$13,566,931	$13,566,931	$12,333,574	$12,333,574	$11,212,340
+ Improvement Value	$2,658,125	$2,658,125	$2,658,125	$2,658,125	$2,658,125
+ Accessory Value	$0	$0	$0	$0	$0
= Current Value	$16,225,056	$16,225,056	$14,991,699	$14,991,699	$13,870,465

No data available for the following modules: Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Photos, Sketches.

The Tax Assessor 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.
User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/5/2025, 7:10:22 PM
Developed by SCHNEIDER GEOSPATIAL

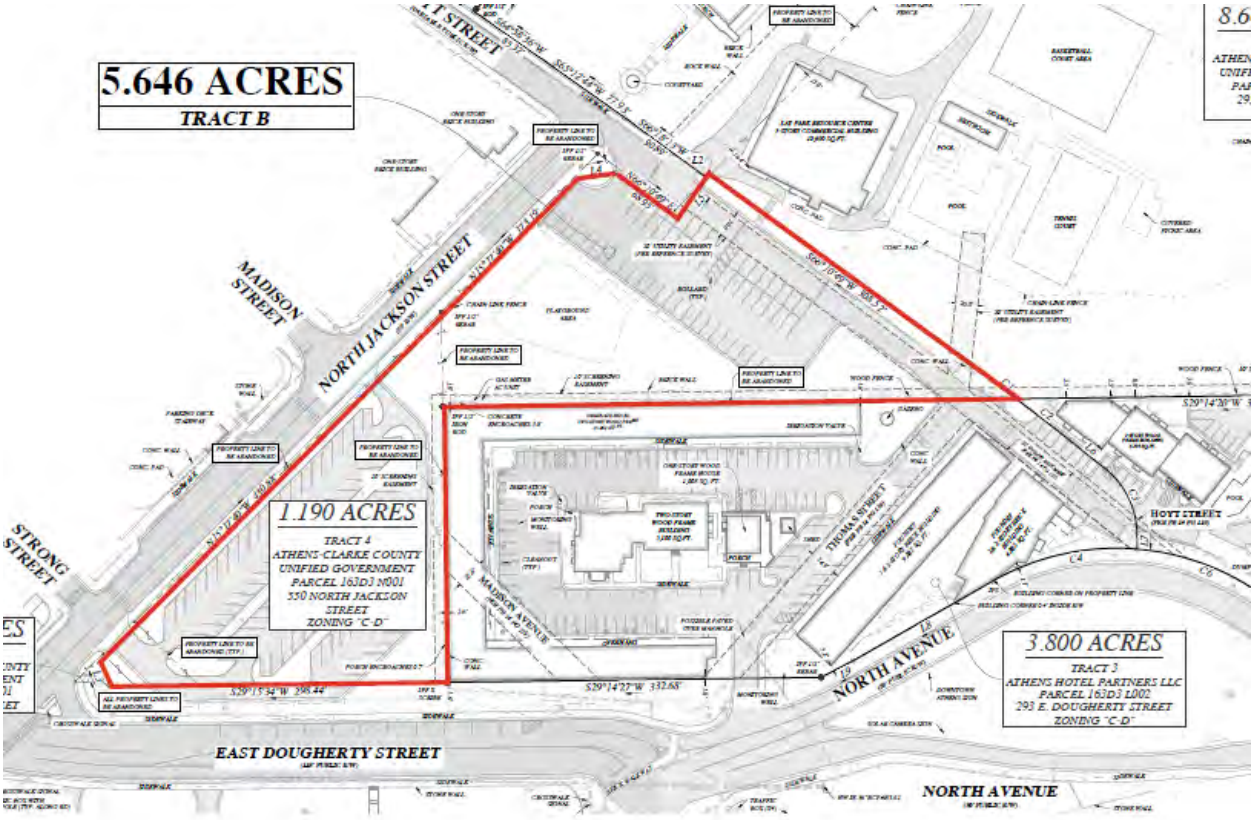
Subject Tract Identification



Tax Map Aerial Image



Recombination Survey



Flood Map

CoreLogic | RiskMeter

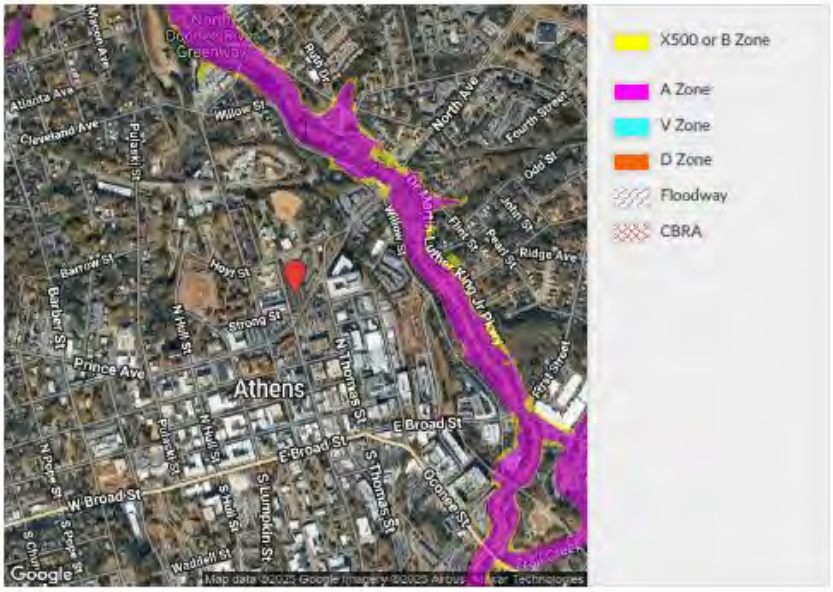
LATITUDE: 33.962545, LONGITUDE: -83.375416

LOCATION ACCURACY: User-defined location

Flood Zone Determination Report

Flood Zone Determination: OUT

PANEL DATE	September 15, 2022	MAP NUMBER	13059C0025F



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Demographics

esri
THE SCIENCE OF WHERE

Custom Executive Summary (Esri 2025)

550 N Jackson St, Athens, Georgia, 30601
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 33.96261
Longitude: -83.37543

	1 mile	3 miles	5 miles
Population			
2010 Population	15,219	54,195	102,866
2020 Population	17,762	61,837	114,129
2025 Population	18,703	63,289	116,604
2030 Population	19,110	64,136	117,807
2010-2020 Annual Rate	1.56%	1.33%	1.04%
2020-2024 Annual Rate	0.99%	0.44%	0.41%
2024-2029 Annual Rate	0.43%	0.27%	0.21%
2020 Male Population	46.6%	46.7%	47.1%
2020 Female Population	53.4%	53.3%	52.9%
2020 Median Age	23.1	24.6	27.2
2025 Male Population	47.1%	47.2%	47.7%
2025 Female Population	52.9%	52.8%	52.3%
2025 Median Age	23.1	24.7	27.8

In the identified area, the current year population is 18,703. In 2020, the Census count in the area was 17,762. The rate of change since 2020 was 0.99% annually. The five-year projection for the population in the area is 19,110 representing a change of 0.43% annually from 2025 to 2030. Currently, the population is 47.1% male and 52.9% female.

Median Age

The median age in this area is 23.1, compared to U.S. median age of 39.3.

Households			
2025 Wealth Index	28	48	57
2010 Households	4,956	20,389	39,635
2020 Households	6,388	23,936	45,279
2025 Households	6,686	24,678	47,094
2030 Households	7,408	25,546	48,453
2010-2020 Annual Rate	2.57%	1.62%	1.34%
2020-2024 Annual Rate	0.87%	0.58%	0.75%
2024-2029 Annual Rate	2.07%	0.69%	0.57%
2025 Average Household Size	2.05	2.14	2.24

The household count in this area has changed from 6,388 in 2020 to 6,686 in the current year, a change of 0.87% annually. The five-year projection of households is 7,408, a change of 2.07% annually from the current year total. Average household size is currently 2.05, compared to 2.09 in the year 2020. The number of families in the current year is 1,782 in the specified area.

Source: U.S. Census, Esri

esri
THE SCIENCE OF WHERE

Custom Executive Summary (Esri 2025)

550 N Jackson St, Athens, Georgia, 30601
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 33.96261
Longitude: -83.37543

	1 mile	3 miles	5 miles
Mortgage Income			
2025 Percent of Income for Mortgage	84.4%	49.2%	35.4%
Median Household Income			
2025 Median Household Income	$26,341	$43,880	$54,467
2030 Median Household Income	$30,438	$51,336	$61,084
2024-2029 Annual Rate	2.93%	3.19%	2.32%
Average Household Income			
2025 Average Household Income	$53,789	$72,034	$79,799
2030 Average Household Income	$59,134	$79,747	$89,182
2024-2029 Annual Rate	1.91%	2.06%	2.25%
Per Capita Income			
2025 Per Capita Income	$19,139	$28,335	$32,412
2030 Per Capita Income	$21,447	$32,012	$36,870
2024-2029 Annual Rate	2.30%	2.47%	2.61%
GINI Index			
2025 Gini Index	60.3	54.4	50.6
Households by Income			

Current median household income is $26,341 in the area, compared to $79,068 for all U.S. households. Median household income is projected to be $30,438 in five years, compared to $91,442 all U.S. households.

Current average household income is $53,789 in this area, compared to $113,185 for all U.S. households. Average household income is projected to be $59,134 in five years, compared to $130,581 for all U.S. households.

Current per capita income is $19,139 in the area, compared to the U.S. per capita income of $43,829. The per capita income is projected to be $21,447 in five years, compared to $51,203 for all U.S. households.

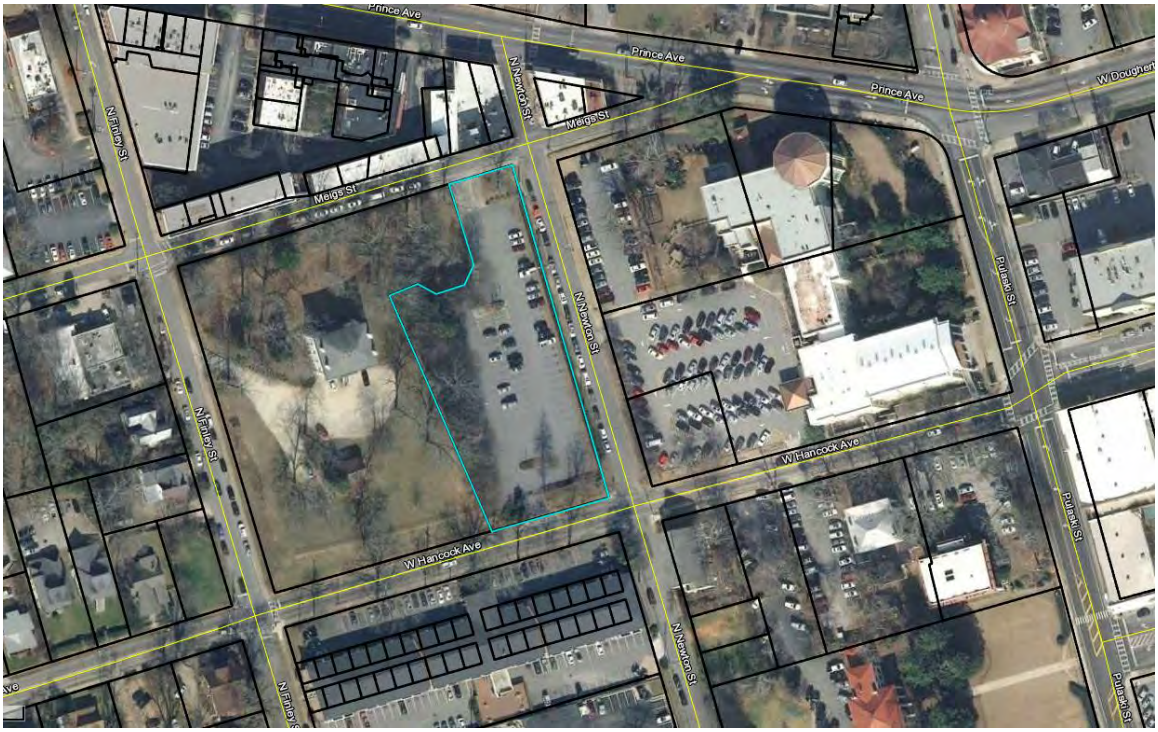
Housing			
2025 Housing Affordability Index	28	48	66
2010 Total Housing Units	5,776	23,380	44,818
2010 Owner Occupied Housing Units	854	5,946	15,435
2010 Renter Occupied Housing Units	4,103	14,443	24,200
2010 Vacant Housing Units	820	2,991	5,183
2020 Total Housing Units	7,255	26,178	48,960
2020 Owner Occupied Housing Units	911	6,276	16,162
2020 Renter Occupied Housing Units	5,477	17,660	29,117
2020 Vacant Housing Units	841	2,271	3,664
2025 Total Housing Units	7,912	27,230	50,933
2025 Owner Occupied Housing Units	1,017	6,849	17,604
2025 Renter Occupied Housing Units	5,669	17,829	29,490
2025 Vacant Housing Units	1,226	2,552	3,839
2030 Total Housing Units	8,682	28,293	52,498
2030 Owner Occupied Housing Units	1,104	7,258	18,683
2030 Renter Occupied Housing Units	6,304	18,288	29,770
2030 Vacant Housing Units	1,274	2,747	4,045
Socioeconomic Status Index			
2025 Socioeconomic Status Index	42.7	42.9	45.5

Currently, 12.9% of the 7,912 housing units in the area are owner occupied; 71.7%, renter occupied; and 15.5% are vacant. Currently, in the U.S., 57.9% of the housing units in the area are owner occupied; 32.1% are renter occupied; and 10.0% are vacant. In 2020, there were 7,255 housing units in the area and 11.6% vacant housing units. The annual rate of change in housing units since 2020 is 1.66%. Median home value in the area is $355,111, compared to a median home value of $355,577 for the U.S. In five years, median value is projected to change by 3.62% annually to $424,242.

Source: U.S. Census, Esri

Paired Sales Profiles

Land Sale No. 1



Property Identification

Record ID	3493
Property Type	Commercial Land, Commercial/Downtown Land
Property Name	Bottleworks Excess Land - 1.2 Acres
Address	229 Meigs St, Athens, Clarke County, Georgia
Location	S/s Meigs St, W/s N Newton St, N/S W Hancock Ave
Tax ID	171A1 O002

Sale Data

Grantor	Parkside BW Investors LLC
Grantee	Bottleworks Parking LLC
Sale Date	September 01, 2021
Deed Book/Page	5256/261
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Bryan Austin (Buyer); Other sources: Deed, Assessor, Inspection, Confirmed by Database Administrator
Sale Price	$1,050,000
Cash Equivalent	$1,050,000

Land Data

Zoning	C-D, Commercial Downtown
Topography	Level
Utilities	All Available
Shape	Irregular

Land Size Information

Gross Land Size	1.198 Acres or 52,185 SF
Front Footage	74 ft Meigs St; 386 ft N Newton St; 135 ft W Hancock Ave;

Indicators

Sale Price/Gross Acre	$876,461
Sale Price/Gross SF	$20.12

Remarks

This is the September 2021 sale of a 1.198-acre parcel of Commercial-Downtown land located adjacent to the Bottleworks development in Athens-Clarke County, GA. The parcel was improved with a parking lot serving the Bottleworks, and the buyer acquired the parcel in the same transaction with a handful of commercial units in the Bottleworks. A sale price of $1,050,000 was allocated to the excess land purchase. The parking lot improvements constructed on the site are critical to the operation of the Bottleworks, a mixed-use development with retail, office and residential units. As such, the buyer purchased the excess lot with the anticipation of not being able to maximize the lot's allowable development density. At the time of the sale, the buyer was anticipating that the site could reasonably support 150 beds and a structured parking deck suitably sized for the multifamily tenants and an additional 90 spaces for the Bottleworks. Roughly nine months prior to the sale, the previous owners received on offer on the excess land parcel from a student housing developer, who offered to pay $2,000,000 along with a guarantee to construct 90 bonus parking spaces for Bottleworks patrons and tenants. The previous owners declined the offer and decided instead to sell the excess land parcel together with their other holdings in the development. The buyer did not secure entitlements for development of the site prior to closing on the purchase.

Land Sale No. 2



Property Identification

Record ID	3104
Property Type	Multi-family, student housing
Property Name	Student Housing Mid-Rise Development Site, Former Day's Inn
Address	230 Finley St, Athens, Clarke County, Georgia 30601
Location	N/s of Reese St, E/s of Finley St, W/s of Newton St
Tax ID	171A1 R002

Sale Data

Grantor	Excel Industries LLC
Grantee	WFI UGA LLC
Sale Date	August 21, 2020
Deed Book/Page	5036/196
Recorded Plat	36/130
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash
Verification	Mike Swope (Broker); October 05, 2020; Other sources: Assessor, Deed, Exterior Inspection, Confirmed by Database Administrator
Sale Price	$5,600,000

Cash Equivalent	$5,600,000
Upward Adjustment	$1,600,000 Demo, Asbestos Abatement, Operating Agreement Buyout
Adjusted Price	$7,200,000

Land Data

Zoning	C-D, Commercial Downtown
Topography	Gently Sloping
Utilities	All Available
Shape	Rectangular
Flood Info	Low Flood Zone

Land Size Information

Gross Land Size	1.905 Acres or 82,982 SF
Front Footage	216 ft N Finley St; 388 ft Reese St; 216 ft N Newton St;

Indicators

Sale Price/Gross Acre	$2,939,633 Actual or $3,779,528 Adjusted
Sale Price/Gross SF	$67.48 Actual or $86.77 Adjusted

Remarks

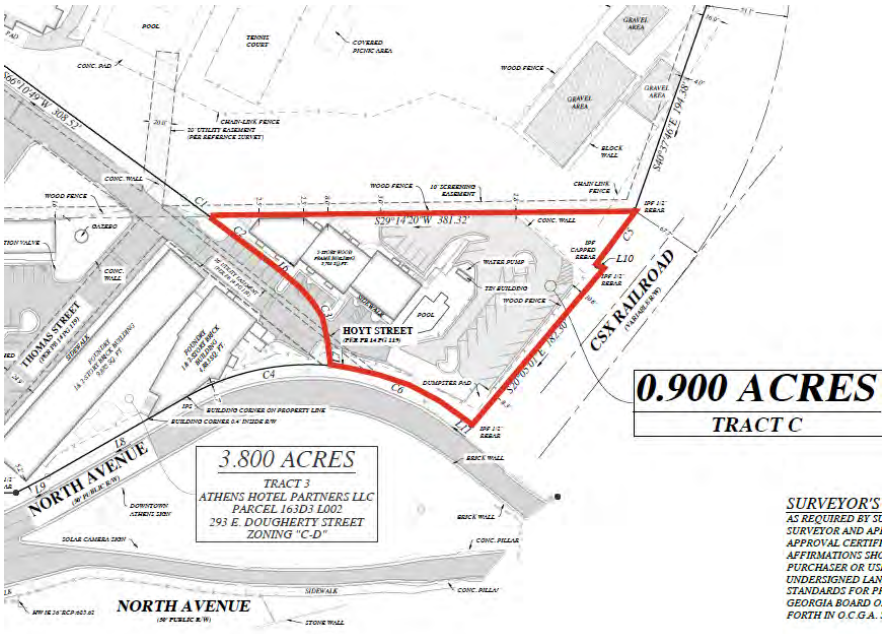
This is the August 2020 sale of a student housing mid-rise development site in Athens, GA, located on the western fringe of downtown Athens and short driving distance to the University of Georgia campus. The site was improved with a Days Inn motel, which was demolished after the sale. The buyer received an estimate for asbestos abatement at demolition at $1,200,000, which has been added to the purchase price. The buyer also paid $400,000 outside of closing to buy the seller out of a Day's Inn operating agreement. The total adjustments therefore total $1,600,000, indicating an overall purchase price of $7,200,000, or $19,890 per BR. The buyer intends to redevelop the site with a 362-bedroom student housing mid-rise development, with unit mixes ranging from 2BRs to 5BRs. The city granted the developers a variance for a reduction of parking requirements but also required main-level commercial space. A restaurant and office are proposed for the commercial space.

Exhibit 2.10(b)

Parking Deck Parcel Appraisal

AN APPRAISAL OF

Tract C - Graduate Hotel Redevelopment (±0.9 Acre)



293 E. Dougherty St
Athens-Clarke County, Georgia 30601

As of
August 20, 2025

Prepared For
CS Acquisition Vehicle, LLC

Prepared by
J. William Parker, MAI
&
Chris Dell

Appraisal File #4957

Parker Property & Appraisals, Inc.

A COMMERCIAL REAL ESTATE VALUATION AND CONSULTING FIRM
ATHENS, GEORGIA

August 29, 2025

CS Acquisition Vehicle, LLC
C/O Andrew Savoy, Vice President
1643 N. Milwaukee Ave, Fifth Floor
Chicago, IL
asavoy@corespaces.com

RE: A ±0.9-acre improved commercial lot located along North Ave, east of N Jackson St in downtown Athens, GA
File #4957

To whom it may concern:

In compliance with your request, we have personally inspected and appraised the above-mentioned property. The purpose of this appraisal is to provide an opinion of the current market value of the fee simple interest in the subject property. The intended use of this current market value opinion is for internal purposes related to potential sale or transfer of the property. The intended user of this appraisal report is CS Acquisition Vehicle, LLC.

This report has been prepared in accordance with the requirements of the Appraisal Institute's Code of Professional Ethics & Standards of Professional Appraisal Practice which include the Uniform Standards of Appraisal Practice (USPAP) of the Appraisal Foundation in accordance with the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA). This restricted appraisal is prepared in a narrative report format. This format meets or exceeds our understanding of the minimum appraisal standards and requirements of the client.

The subject property is a ±0.9-acre improved commercial lot located along North Ave, east of N Jackson St in downtown Athens-Clarke County, GA. The tract is part of a larger ±3.8-acre parent parcel and improved with ±11,406 SF of building improvements associated with its current use as a hotel, but the most productive use of the subject as a stand-alone parcel is immediate vertical mixed-use redevelopment. This appraisal and final opinion of value is based upon careful inspection, analysis, and research of the subject property and various factors influencing the value. An investigation and thorough analysis of the subject property and the comparable market data presented herein indicates the current market value of the fee simple interest in this property, based on conditions prevalent on August 20, 2025, is:

$1,800,000
ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS

This current market value opinion is subject to the Assumptions and Limiting Conditions set forth in the attached appraisal report including any hypothetical conditions and extraordinary assumptions. Acceptance, and/or use, of the attached appraisal report constitutes acceptance of these conditions. In particular, we note the following:

- Hypothetical Conditions:
  - The subject is improved with a ±11,406 SF building that is part of an existing hotel operation. At the direction of the client, the subject's underlying land is valued as if vacant and this represents a hypothetical condition in the appraisal.
- Extraordinary Assumptions:
  - Athens-Clarke County has recently stated that sewer capacity is limited in the portion of downtown in which the subject is located. Last Fall, the county's mayor and commission approved two sanitary sewer interceptor improvements that are

expected to increase sewer capacity soon, but the exact timing of completion is uncertain. This analysis assumes sewer capacity is immediately available for redevelopment of the site to the maximum possible density.

- The subject contains frontage along North Ave, but a curb cut is not currently constructed along this frontage. Instead, the subject's existing improvements are accessed via a development drive on the ±3.8-acre parent site and another shared driveway on an adjoining county-owned parcel to the west. A published concept plan for future development shows a curb cut constructed along North Ave. A curb cut would meaningfully improve the subject's access and development utility as a stand-alone parcel. This analysis assumes the subject owner could reasonably receive a curb cut from North Ave to access a commercial or mixed-use development.

A reasonable exposure period for this property at this current market value opinion is assumed to have occurred during the six-month period preceding the effective date of appraisal. A professional marketing effort of the property after the appraisal date may require a marketing period of at least six months.

The appraisers are not responsible for the unauthorized use of the attached report, but your attention is called to the restrictions regarding its use. It is not to be reproduced in part or as a whole without written consent, nor is it to be disseminated to any other party without express written permission. It is prepared for your sole use for internal purposes related to potential sale or transfer of the property. If the appraisers are required to testify in defense of this current market value opinion, additional fees will be required. It is not intended for any other use than the intended use outlined above. Please review the attached Limiting Conditions and Basic Assumptions, which may limit or qualify this current market value opinion.

Our employment is not conditional upon producing a specific value or a value within a given range. Future employment prospects are not dependent upon producing a specified value. Payment of the appraisal fee is not based upon whether a loan application is approved or disapproved, or if a transaction involving this property occurs. We have no current or prospective interest in the subject property, or the parties involved. No services were performed by the appraisers regarding the subject within the three-year period immediately preceding agreement to perform this assignment, as appraisers or in any capacity. We certify, as the appraisers, that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, the client's representatives, the borrower, or any other party to the transaction.

Please contact the undersigned if you have any questions regarding this appraisal or if you require further assistance in this or any other commercial real estate valuation matters.

Respectfully submitted,



J. William Parker, MAI
Certified General Real Property Appraiser GA #259569



Chris Dell
Certified General Real Property Appraiser GA #400832

TABLE OF CONTENTS

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SUMMARY OF FACTS & CONCLUSIONS

GENERAL INFORMATION

Address:	293 E. Dougherty St, Athens, GA 30601 *This is the USPS address of the parent parcel. The subject's physical address may change following subdivision.*
Property Type:	Commercial-Downtown Land
Current Owner:	Athens Hotel Partners LLC
Tax ID:	Part of #163D3 L002

SITE INFORMATION

Total Land Area:	±0.9 acre (per recombination plat)
Location:	The subject property is located on the north side of North Avenue, east of N Jackson St in Athens-Clarke County, Georgia
Zoning/Compliance:	Commercial Downtown (C-D) by Athens-Clarke County; Existing use is legally permitted
Building Improvements:	Assumed Vacant. *See Hypothetic Conditions* The subject site is improved with a ±11,406 SF two-story wood frame building constructed in 1974 (offices, spa and hotel guest rooms) but is valued as if vacant.
Site Improvements:	38-space asphalt-paved parking lot, in-ground pool and pool deck

REPORT INFORMATION

Purpose of Appraisal:	To provide a current market value opinion as of the effective date
Property Rights Appraised:	Fee Simple
Type of Report:	Appraisal Report

VALUATION INFORMATION

Inspection Date:	August 20, 2025
Effective Date of Value:	August 20, 2025
Date of Report:	August 29, 2025
Adequate Exposure Period Assumed:	6 months

Current Fee Simple Market Value: **$1,800,000**

PROFESSIONAL QUALIFICATIONS

J. William Parker, MAI

Georgia Certified General Real Property Appraiser (No. 259569)
AL Certified General Real Property Appraiser (No. G01397)
Temporary Permits issued in FL, NC, SC, TN, MS, AL, AR, CO, AZ,
PA, MD, CA, LA, TX, CO, CT, PA, NY, OK, AR, IN, OR

Experience

January 2017 - Present	President/Principal, Healthcare Property Appraisers of America, Inc. Healthcare Focused Real Estate Appraisal Firm, Athens, GA
June 2008 - Present	President/Principal, Parker Property & Appraisals, Inc. Commercial Real Estate Valuation Firm, Athens, GA
June 2004 – June 2008	Fee Commercial Appraiser The David Ball Company, Inc., Gainesville, GA
March 2003 – May 2004	Fee Residential Appraiser Warner Brothers Realty, Inc., Athens, GA

April 2002 – March 2003 Right-of-Way Appraiser
Mississippi Department of Transportation, Jackson, MS

Experience includes appraisals and consultations of the following property types located in GA, FL, NC, SC, TN, MS, AL, AR, CO, AZ, PA, MD, CA, LA, TX, CO, CT, PA, NY, OK, AR, IN, OR
Healthcare Properties - Skilled Nursing, ALF/MC, Independent Living, Drug/Alcohol Facilities, Inpatient Rehab Hospitals
Fast Food Restaurant Specialization with over 90 restaurants appraised
Eminent Domain projects including fee simple and easement valuation of road right of way and overhead powerline corridors
Timberland Investment Tracts with over ±40,000 acres appraised
Single and Multi-Tenant Retail Properties (Shopping Centers, Net Lease, Automotive)
Industrial and Manufacturing Properties including warehouse and storage buildings
Office Buildings including medical/office and office condominium units
Commercial and Residential Subdivisions
Student Housing, Student Cottage and Duplex Investment Properties
Multi-Family Apartment Projects
Agricultural/Farm Properties
Resort Area Development Tracts
Conservation Easement Properties/State of Georgia Conservation Tax Credit Projects

EDUCATION

Mississippi State University BBA in Real Estate and Mortgage Finance, May 2000
College of Business and Industry, Mississippi State University, Starkville, MS

The Appraisal Institute Courses & Seminars Successfully Completed

Course 110-Appraisal Principles
Course 120-Appraisal Procedures
Course 310-Basic Capitalization
Course 320-General Applications
Course 410-USPAP Parts A & B
Course 420-Business Practice & Ethics
Discount Rates & Ratios- Seminar
The Appraiser as an Expert Witness
Course 510- Advanced Income Capitalization
Course 520- Highest and Best Use Analysis
Course 530- Advanced Sales Comparison and Cost Approach
Course 540- Report Writing and Valuation Analysis
AI Comprehensive Exam – All 4 Modules Passed
Completion of two AI peer reviews
Completion of Demonstration Report Requirements
Appraising Historic Preservation Easements (Certificate Granted)
Appraising Conservation Easements (Certificate Granted)

Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets (Certificate Granted)

PROFESSIONAL AFFILIATIONS

MAI Designated Member of the Appraisal Institute
GA Certified General Real Property Appraiser (#259569)
Temporary Practice permits approved in AL, SC, NC, MS, TN, TX, CA, PA, LA, MD, OH, FL, AZ, CO, AL, VA, MD, CT, OK, AR, IN, OR

MAJOR APPRAISALS & VALUATION CONSULTING PROJECTS OF NOTE

Existing and Proposed Assisted Living/Memory Care Facilities-Nationally	SENIOR LIVING/HEALTHCARE
Alcohol/Drug Treatment Centers and Campuses – Nationally	DRUG TREATMENT CENTERS
Skilled Nursing Facilities-SC, MD, TN, SC, FL, AL, PA-Nationally	SKILLED NURSING HOMES
Fast Food Restaurants in GA, FL, AL, MS, NC, SC, TN-Southeastern US	FAST FOOD RESTAURANTS
Existing and Proposed Student Oriented Multi-Family Projects-Southeastern US	STUDENT HOUSING
Existing and Proposed Multi-Family Apartments/Townhomes-Southeastern US	MULTI-FAMILY RESIDENTIAL
IRS Section 2032A Special Use Valuation, Addison Farm, Elbert County	SPECIAL USE VALUATION
FDIC Owned Bank Property Assignments	BANK BRANCH PORTFOLIO
Litigation Support and Court Room Testimony	LITIGATION SUPPORT
Valuation of fee simple and easement acquisitions in Eminent Domain Cases	EMINENT DOMAIN
Bottleworks Development-Athens, GA	M/U DEVELOPMENT
Critical Access Hospital/Acute Care Hospitals	HOSPITALS
C&S Bank Tower, 9-story office building, Downtown Athens, GA	CBD OFFICE TOWER
Orkin Tract valuation for potential County Acquisition, Oconee County, GA	VACANT DEVELOPMENT TR.
Conservation Easement Valuations (First GA State Tax Credits Approved)	CONSERVATION EASEMENTS
BB&T Bank and Mortgage Office, Gainesville, GA	BANK OFFICE FACILITIES
±45,000 acres Timberland in Oconee, Oglethorpe, Taliaferro, Warren, Wilkes Counties	TIMBER TRACT PORTFOLIOS
Outdoor Advertising Signs, Glynn, Greene County, GA	BILLBOARD VALUATION
Township 110 Development Tract, Reynolds Plantation Area, Greene County, GA	MIXED USE DEV. ANALYSIS
West Broad Street/King Avenue, Medical Office Space	MEDICAL OFFICE PORTFOLIOS
Landmark Acute Care Hospital (Cost Analysis), Athens, GA	ACUTE CARE HOSPITAL
Inverse Condemnation	LITIGATION SUPPORT

APPRAISAL LICENSE

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

JAMES W PARKER III

259569

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
Vice Chairperson

JEFF A. LAWSON
WILLIAM A. MURRAY
KEITH STONE

1312626626270432

PARKER, JAMES W
650 OGLETHORPE AVENUE
UNIT 1
ATHENS, GA 30606

JAMES W PARKER III

259569
Status ACTIVE

END OF RENEWAL
05/31/2026

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1312626626270432

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ERRORS & OMISSIONS POLICY

Aspen

Aspen American Insurance Company
Insurer (Referred to below as the "Company")
499 Washington Boulevard, 8th Floor
Jersey City, NJ 07310

LIA Administrators & Insurance Services

Company's Program Administrator:
LIA Administrators & Insurance Services
1600 Anacapa Street
Santa Barbara, CA 93108
800-334-0652

APPRAISAL, VALUATION AND PROPERTY SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS

Date Issued: 6/11/2025 Policy Number: AAI001685-11 Previous Policy Number: AAI001685-10

THIS IS A **CLAIMS** MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 162177
Named Insured:
PARKER PROPERTY AND APPRAISALS, INC
Janet William Parker, III MAI
650 Oglethorpe Avenue, Unit 1
Athens, GA 30606

2. **Policy Period:** From: 07/21/2025 To: 07/21/2026
12:01 A.M. Standard Time at the address stated in 1 above.

3. **Deductible:** $1000 Each Claim

4. **Retroactive Date:** 07/21/2008

5. **Inception Date:** 07/21/2015

6. **Limits of Liability:** A. $1,000,000 Each Claim
B. $2,000,000 Aggregate

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**

Real Estate Appraisal and Valuation:	Yes	X	No		
Residential Property:	Yes	X	No		
Commercial Property:	Yes	X	No		
Bodily Injury and Property Damage Caused During Appraisal Inspection ($100,000 Sub-Limit):	Yes	X	No		(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes		No	X	
Machinery and Equipment Valuation:	Yes		No	X	
Personal Property Appraisal:	Yes		No	X	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes		No	X	(If "yes", added by endorsement)

8. Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa Street, Santa Barbara, CA 93102-1319

9. **Annual Premium:** $2,074.00

10. **Forms attached at issue:** LIA002 (04/19) LIA GA (02/25) LIA012 (06/22) LIA018 (05/19) LIA020 (02/22) LIA131 (05/19) LIA164 (05/19) LIA165 (05/19) LIA169 (12/21) LIA173 (01/24) LIA175 (01/25)

This Declarations page, together with the completed and signed Policy Application including all attachments and thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

06/11/2025
Date

By _____
Authorized Representative

LIA001 (05/22)

PROFESSIONAL QUALIFICATIONS

Chris Dell

Certified General Real Property Appraiser (No. 400832)

Experience

September 2019 - Present	Parker Property & Appraisals, Inc. Commercial Real Estate Valuation Firm, Athens, GA
May 2017 - Present	Licensed Real Estate Salesperson (No. 376519) eXp Realty, Keller Williams Greater Athens, Cozart Realty, Athens, GA

EDUCATION

Southern Methodist University **Dallas, TX**	BBA in Business Management, BA in Journalism (May 2011)
Dallas Theological Seminary **Dallas, TX**	Master's in Theology (May 2015)

Appraiser Qualification Courses Successfully Completed

Basic Appraisal Principles
Basic Appraisal Procedures
15 Hour National USPAP
Residential Report Writing and Case Study
Supervisory Appraiser/Trainee Appraiser Course
Real Estate Statistics, Finance, and Valuation Modeling
General Appraiser Site Valuation and the Cost Approach
General Appraiser Income Approach, Part 1
General Appraiser Income Approach, Part 2
General Appraiser Sales Comparison Approach
General Appraiser Market Analysis & Highest and Best Use
General Appraiser Report Writing and Case Studies
Commercial Appraisal Review
Expert Witness for Commercial Real Estate Appraisers
Business Practices and Ethics
Practical Application of Fundamental Analysis
Advanced Income Capitalization
Quantitative Analysis

APPRAISAL LICENSE

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

CHRISTOPHER DAVID DELL

400832

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEANMARIE HOLMES
Vice Chairperson

JEFF A. LAWSON
WILLIAM A. MURRAY
KEITH STONE

1602536224610432

DELL, CHRISTOPHER DAVID
1581 BROOKSTONE CROSSING
STATHAM, GA 30666

CHRISTOPHER DAVID DELL

400832
Status ACTIVE

END OF RENEWAL
05/31/2026

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Atlanta, GA 30303-1605

LYNN DEMPSEY
Real Estate Commissioner

1602536224610432

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report. I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice* (USPAP).
8. Our analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of this report.
11. Mr. Chris Dell provided significant real property appraisal assistance to the person signing this certification.
12. This appraisal assignment is not based on a requested minimum valuation, a specific valuation, approval of a loan, or the consummation of a sale or transfer involving the subject property.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
14. I have no current or prospective interest in the subject property, or the parties involved; and no services were performed by the appraiser regarding the subject within the three-year period immediately preceding agreement to perform this assignment, as an appraiser or in any capacity.



J. William Parker, MAI
Certified General Real Property Appraiser GA #259569

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report. I have no personal interest with respect to the parties involved. No services were performed by the appraiser within the 3-year period immediately preceding acceptance of this assignment, as an appraiser or in any capacity.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice* (USPAP).
8. Our analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of this report.
11. Mr. J. William Parker, MAI inspected the property, participated in the research and valuation analysis, created and edited the report format, and provided significant professional assistance by reviewing this report for USPAP compliance and reasonableness.
12. This appraisal assignment is not based on a requested minimum valuation, a specific valuation, approval of a loan, or the consummation of a sale or transfer involving the subject property.
13. I have no current or prospective interest in the subject property, or the parties involved; and no services were performed by the appraiser regarding the subject within the three-year period immediately preceding agreement to perform this assignment, as an appraiser or in any capacity.



Chris Dell
Certified General Real Property Appraiser GA #400832

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following general limiting conditions and basic assumptions:

1. No part of this published document may be reproduced, duplicated or copied in any form, including electronic forwarding or copying, xerography, microfilm or other methods, or incorporated into any information retrieval system, without the express written permission of the signing appraiser or Parker Property & Appraisals, Inc. except as expressly permitted by The Appraisal Institute or in conformance with USPAP.

2. **Acceptance and/or use of this appraisal report by the client or any third party constitutes acceptance of these limiting conditions**.

3. The use of this report is subject to the requirements of The Appraisal Institute relating to review by its duly authorized representatives.

4. The contents of this Appraisal Report are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, or the person who has engaged **Parker Property & Appraisals, Inc.** to complete this appraisal, permission must be obtained from the original addressee for reproduction or additional copies. **Additional fees** will be charged for any copies, further consultation, reappraisal, or review of the property.

5. Disclosure of the contents of this Appraisal Report is governed by the by-laws and Regulations of The Appraisal Institute. Neither all, nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without prior written consent and approval.

6. The appraisers are not obligated to give testimony of any kind nor appear in any court as a result of having completed this appraisal, unless arrangements were made prior to the initiation of the appraisal assignment.

7. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed estimates of value.

8. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for this property type has been considered, as has a favorable mortgage position, if any.

9. The conclusions expressed herein assume competent and professional management and/or marketing of the subject property.

10. No research for validity of title was performed, nor is any responsibility assumed for corrections, which a survey of the property may reveal.

11. The information contained herein is not guaranteed, but it was gathered from reliable sources and believed to be accurate. However, no responsibility for accuracy of such items furnished to the appraisers can be assumed by the appraisers.

12. No responsibility is assumed for matters legal in character.

13. Any sketch or drawing in the report may show approximate dimensions and is accurate only for purposes of approximation. The appraisers have made no survey of the property.

14. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility or has been ascertained from visual evidence. No warranty is made regarding the exact location, capabilities, or current working order of public utility systems.

15. The property history has been provided by conversations with various individuals involved with the chain of title, and if available, various documents such as contracts, deeds, leases, and closing statements. A title search was not performed, nor is the title history warranted. As presented herein, title history is assumed to be completely accurate. Anyone contemplating an interest in the subject property should rely solely upon a title search and opinion prepared by a qualified attorney-at-law.

16. It is assumed that the subject is not situated in a special flood hazard area, which would significantly limit its development. The existence of wetlands was not observed by the appraisers and the appraisers are not qualified to detect wetlands. Unless otherwise indicated, the value estimate is predicated on the assumption that there are no wetlands on the property.

17. A formal geological study was not conducted, and the appraisers are not qualified to detect such conditions. Unless otherwise noted in the Site Description, the subject soils and subsurface conditions are assumed to be typical for the area and suitable for development.

18. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover such conditions. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed. The appraisers have no knowledge of the existence of such materials on or in the property and are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde, asbestos insulation, radon gas or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any condition or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

19. This appraisal report conveys an opinion of value as defined herein. This value is based upon research and analysis of currently active market participants regarding market trends, forecasted market demand, expenses, absorption periods, inflation rates and discount rates as of the effective appraisal date. Also, economic trends such as population growth and future competition have been researched and analyzed. The concluded market value reflects the current expectations and perceptions of market participants along with available factual data. The appraisers cannot be held responsible for unforeseeable events that alter market conditions subsequent to the effective date of this appraisal.

20. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey nor an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since no direct evidence relating to this

issue was provided by the client or property owner, possible noncompliance with the requirements of the ADA was not considered in estimating the value of the property.

21. The survey and/or site plan provided is assumed to be a reasonable facsimile of the subject and this analysis assumes no modifications have been made. If any modifications have been made, the value conclusion may be affected and this appraisal may require modification.

22. Unless otherwise noted, all maps are oriented with the top of the page toward the north.

23. This **Appraisal Report** is intended to comply with the reporting requirements set forth under USPAP Standards Rule 2-2. As such, it presents a summary discussion of the data, reasoning, or the analyses used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraisal file. The depth of discussion contained in this report is specific to the client's needs and the intended use stated. The appraisers are not responsible for the unauthorized use of this report.

24. **Extraordinary Assumptions**
    An extraordinary assumption is something that is assumed to be true, but it is not certain. If it is subsequently found to be untrue, the value conclusion may be impacted. Extraordinary assumptions are those assumptions that are specific to the particular assignment (e.g., that a possibly contaminated site is not adversely impacted by contamination), as opposed to general assumptions, which could be applicable to any assignment (e.g., that the title is marketable.)
    - Athens-Clarke County has recently stated that sewer capacity is limited in the portion of downtown in which the subject is located. Last Fall, the county's mayor and commission approved two sanitary sewer interceptor improvements that are expected to increase sewer capacity soon, but the exact timing of completion is uncertain. This analysis assumes sewer capacity is immediately available for redevelopment of the site to the maximum possible density.
    - The subject contains frontage along North Ave, but a curb cut is not currently constructed along this frontage. Instead, the subject's existing improvements are accessed via a development drive on the ±3.8-acre parent site and another shared driveway on an adjoining county-owned parcel to the west. A published concept plan for future development shows a curb cut constructed along North Ave. A curb cut would meaningfully improve the subject's access and development utility as a stand-alone parcel. This analysis assumes the subject owner could reasonably receive a curb cut from North Ave to access a commercial or mixed-use development.

25. **Hypothetical Conditions & Assumptions**
    Hypothetical conditions are known to be false but are presumed to be true for the purpose of reasonable analysis. For example, if a property were appraised as of today as though the improvements were complete, but the property currently consists of a vacant site, the valuation of the improved property would be subject to the hypothetical condition that the improvements are complete.
    - The subject is improved with a ±11,406 SF building that is part of an existing hotel operation. At the direction of the client, the subject's underlying land is valued as if vacant and this represents a hypothetical condition in the appraisal.

THE APPRAISAL REPORT

Property Identification

The subject property is a ±0.9-acre improved commercial lot located along North Ave, east of N Jackson St in downtown Athens-Clarke County, GA. The subject is identified as Tract C in a recombination plat provided by the client, which is shown in the *Site Description* section of the report and in the Addenda.

Purpose of the Appraisal

The purpose of the appraisal is to provide a **current market value** opinion of the fee simple interest in the subject property as of the effective date.

Client/Intended Use/Intended User of the Appraisal

The intended use of this appraisal is for internal purposes related to potential sale or transfer of the property. The client and intended user of this appraisal is CS Acquisition Vehicle, LLC.

Dates of Inspection and Effective Date of Valuation

The effective date of this appraisal is **August 20, 2025**, the most recent inspection date.

Standard of Value

At the direction of the client, the **current market value** of the subject property is appraised.

Interest(s) Appraised

This report includes the appraisal of the fee simple interest in the subject property. Any restrictions or encumbrances to this interest will be specifically discussed in the report. Definitions of this interest and other commonly used terms in the appraisal industry are included below for your review.

Competency Provision

In the preparation of this appraisal report, the appraisers have not knowingly departed from the appraisal standards established by the *Appraisal Institute*, and by the *Uniform Standards of Professional Appraisal Practice*. The appraisers have obtained the necessary knowledge and have prior experience appraising the interest (as defined) in properties similar to the subject. The competency provision of the Uniform Standards of the Appraisal Practice is satisfied.

Property History

The subject property is currently owned by Athens Hotel Partners LLC, which acquired the improved ±3.8-acre parent parcel for $25,000,000 in June 2024, as shown in Clarke County public records Deed Book 5607, Page 169. The property was an operating hotel known as Graduate Athens and has been rebranded to Hotel Abacus. Hotel operations continue, but the buyer purchased the property for near-term redevelopment with a mid-rise student housing development. The most recent transaction was arm's-length and representative of the parties' understanding of fair market value at that time. Based on a review of comparable downtown area sales, the most recent sale price of the parent tract appears to be representative of fair market value, although the

sale price per acre of the parent tract is not precisely indicative of the subject's fair market value per acre due to differences in physical characteristics, such as tract size, road frontage, shape, etc.

In June 2025, Athens-Clarke County's commissioners approved an intergovernmental agreement between ACC government and Athens Downtown Development Authority, authorizing final preparations for a proposed public-private partnership between the county and the developer. As part of that agreement, the developer proposes to swap the subject lot with a nearby ±2.8-acre lot owned by the county, which will create a more functional development site. In addition, the developer will provide $7.9 million toward the county's affordable housing initiatives and will pay an additional $2.5 million to upgrade a nearby sewer main. The commission split on the proposal with the mayor casting the tiebreaking vote in favor of approval.

This property history was provided through discussions with Mr. Jon Williams and through public record searches but should not be considered a title opinion. No other transactions, listings, contracts, etc. are known to have occurred in the past three years.

SCOPE OF WORK

The 2024-2025 edition of USPAP states that an acceptable Scope of Work must include the research and analyses necessary to develop credible assignment results. Assignment results are considered credible if they meet or exceed the expectations of parties that are regularly intended users for similar assignments (i.e., lenders, attorneys, accountants, etc.) and are consistent with what an appraiser's peers' actions would be in performing the same or similar assignment. The Scope of Work rule also requires that the appraiser adheres to the following three guidelines:

1. Identify the problem to be solved
2. Determine and perform the scope of work necessary to develop credible results.
3. Disclose the scope of work in the report

Identification of the subject property and the problem to be solved are clearly outlined in the *Summary of Facts and Conclusions* and *The Appraisal Report* sections and are discussed in more detail throughout the report. The subject property is a ±0.9-acre improved commercial lot located along North Ave, east of N Jackson St in downtown Athens-Clarke County, GA. The property's underlying land is being valued as if vacant. The maximally productive use of the subject is immediate redevelopment, and the most accepted approach to value land is the sales comparison approach.

The initial step is to research the subject market to determine the general economic characteristics of the area and to understand the current supply and demand relating to the subject's property type. The subject's market area is then researched for information relating to comparable land sales. This information is gathered from public records, local real estate owners/investors, brokers and property managers, and other appraisal professionals. Information gathered from these sources is verified for accuracy and included in the addenda or the appraisal file.

Mr. Parker and Mr. Dell inspected the subject property and took photographs on August 20, 2025. We were not given access to the building interior. Detailed information relating to the subject is also collected and analyzed. This information may include tax information, tax maps, flood and topographical maps, public utility information, zoning information, building plans and surveys or site plans (if available). This information is included in the site and improvement description sections of the report and in the addenda. Specific information relating to the subject property provides the appraiser with the basis for determining the type and extent of research and analyses necessary to provide credible results.

Appraisal Methodology

The three approaches to value are the sales comparison approach, income approach and cost approach. The methodology may vary depending on the property type and availability of market data. The sales comparison approach is the most common approach to valuing land and was developed because there is adequate comparable land sale data from the downtown Athens market to develop a value indication using this approach. The cost approach was not developed because of the difficulty estimating depreciation in the existing improvements, which are used in association with a hotel operation on the larger parent site. The most productive use of the subject is immediate redevelopment, and the cost approach is not a useful method for valuing land. The income approach was not developed because

the subject is a redevelopment tract and is not expected to generate marketable income until it is redeveloped.

Report Format

The verbal or written communication of a value conclusion for a real property appraisal assignment must not be misleading according to the *Uniform Standards of Professional Appraisal Practice* (USPAP) adopted by the Appraisal Foundation and the Supplemental Standards of Professional Appraisal Practice adopted by the Appraisal Institute. The reporting of the assumptions, conditions, factual data, analysis, and value conclusion(s) must be prepared as an **Appraisal** Report or a **Restricted** Report.

The essential difference between these two options is in the content and level of information provided. Both reporting options provide a reliable and well-supported indication of value. The appropriate reporting option is dependent on the intended use and the intended users. From 2024-2025 USPAP "The Appraisal Report must summarize the appraiser's analysis and the rationale for the conclusions. The Restricted Report format might not include sufficient information for the client to understand either the appraiser's analyses or rationale for the appraiser's conclusions."

This is a Restricted Appraisal as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses. *Note: The appraisal report format may vary from assignment to assignment based on the individual needs of the client.* All data gathered for the appraisal assignment is retained in the appraisal file. The appraisers are not responsible for the unauthorized use of this report and the report may not be distributed to anyone other than the identified client without the written permission of the appraisers.

APPRAISAL DEFINITIONS

The following definitions are commonly used in the appraisal industry and were taken from *The Appraisal of Real Estate 15th Edition*. Some definitions will include a simplified discussion of the term.

Appraisal:

An appraisal, as defined by *The Appraisal of Real Estate 15th Edition,* is defined as an analysis, opinion, or conclusion relating to the nature, quality, value or utility of specified interests in identified real estate. The practice of appraisal covers a variety of assignments including valuation, consulting, and review. A more basic definition of appraisal is the act or process of providing an opinion or estimate of value.

Market Value:

Market Value is defined as "the most probable price in cash, terms equivalent to cash, or in precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and each acting in what he considers his own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
5. the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*)

Prospective Market Value:

Prospective Market Value is the forecast of market value expected at a specified future date. A prospective value estimate is most frequently sought in connection with real estate projects that are existing, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long term occupancy at the time of appraisal.

Fee Simple Estate:

The absolute ownership of real estate unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. These powers respectively allow the government to levy taxes on property owners, take (condemn) private property for public use with just-compensation, impose use restrictions on real property through zoning, and act as a receiver of title to real property from owners who die intestate (without heirs or an estate).

Leased Fee Estate:

The ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate:

The interest held by a tenant (lessee) through a lease conveying the rights of use and occupancy for a stated term under certain conditions. Leasehold Improvements are improvements or additions to the leased property that have been made by the tenant.

Clarification of Different Estates:

Conceptually, market value of the leased fee estate is the worth of the property to the landlord (the lessor) as encumbered by terms set forth in a lease or leases. A leasehold estate is the tenant's (the lessee's) interest in a property.

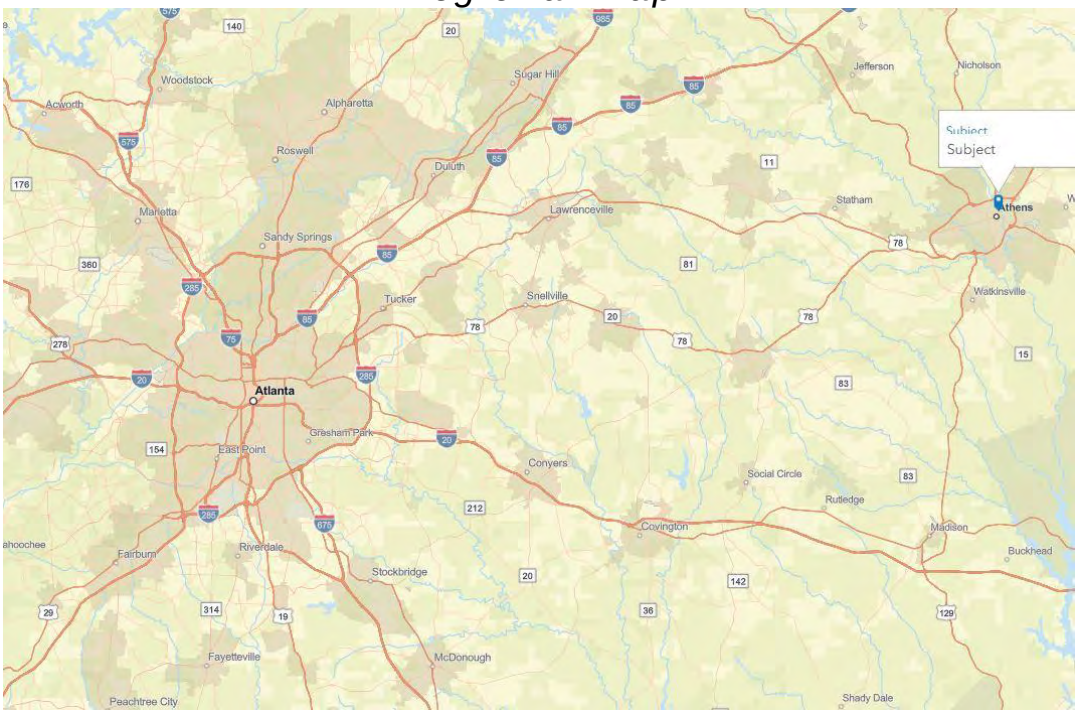
The above definition for fee simple estate is the classic legal meaning. A lease is an encumbrance. If a property is unencumbered, this could be interpreted to mean the property is not encumbered by lease. If there are no leases for a multi-tenant facility, then the building has no income. Under this interpretation, the value of the fee simple (V_{FS}) would be less than the value of the leased fee (V_{LF}). Accordingly, the $V_{FS} < V_{LF}$ because costs must be incurred to find tenants and negotiate leases.

Another interpretation for fee simple estate is a value-oriented definition used by many real estate appraisers. For valuation purposes, market value of the fee simple estate is the worth of the property assuming it is already leased at market rent to a level of stabilized occupancy. Under this interpretation, the $V_{FS} > V_{LF}$ because costs to find tenants and negotiate leases were already paid.

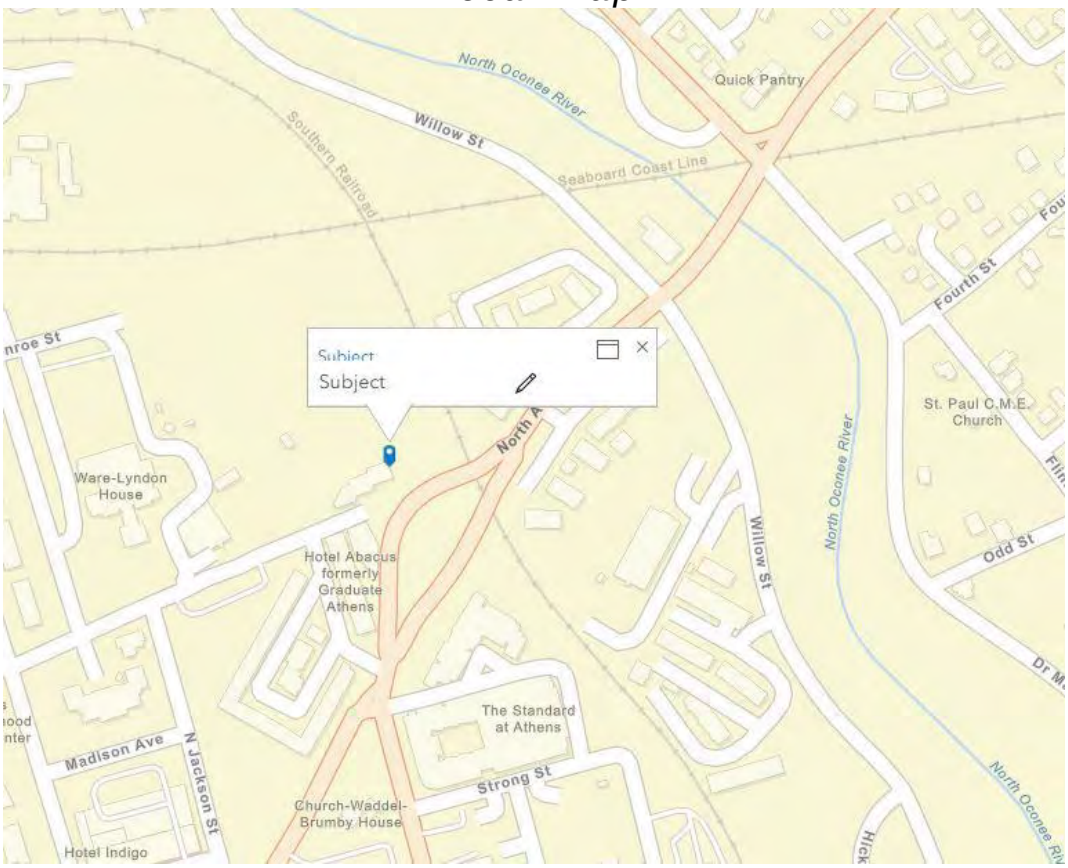
An extremely important concept in the valuation of leases is the relationship between market rent or income (I_{FS}) and contract rent, the rent stated in a lease (I_{LF}). If the contract rent is below market rent ($I_{LF} < I_{FS}$), the tenant enjoys an advantageous position called a positive leasehold interest. Then, the value of the leased fee is usually less than the value of the fee simple ($V_{LF} < V_{FS}$). If contract rent exceeds market rent ($I_{LF} > I_{FS}$), then the landlord has an advantage while the tenant has an unfavorable position called a negative leasehold interest. Then, the value of the leased fee is usually greater than the value of the fee simple ($V_{LF} > V_{FS}$).

*For valuation purposes in this report, three estates are defined in this paragraph. Market value of the **fee simple estate** is defined as the worth of the subject's real property to a most probable buyer assuming the property is already leased to a level of stabilized occupancy at normal market terms including market rent. Market value of the **leased fee estate** is defined as the worth of real property to its current owner as encumbered by terms specified in one or more leases. Lastly, a **leasehold estate** is defined as one tenant's interest in real property as specified by a lease.*

Regional Map



Local Map



NEIGHBORHOOD AND AREA DESCRIPTION

Subject Market Area The subject is generally located in the Athens MSA, which includes Athens-Clarke, Oconee, Madison and Oglethorpe counties.

Primary Market Area The subject is in Athens' downtown district, which is characterized by Commercial-Downtown zoning. Most properties outside of the historic downtown core have been purchased for near-term or future vertical mixed-use development.

Market Area Land Uses The subject is in the northeast corner of Athens' downtown district. Its parent site has been operated as a hotel for many years, but the remainder tract is proposed for redevelopment with a vertical midrise building with street-level commercial space and student apartment units above it. Nearby uses include a mixture of governmental, hospitality, multifamily and commercial. Lay Park Community Center and Lyndon House Arts Center adjoin the subject to the west. Athens-Clarke County's Emergency Management Office and Fire Department and Hotel Indigo are on the west side of N Jackson St, between E Dougherty St and Hoyt St. The Standard midrise student housing development is located across North Ave to the southeast, and Hyatt Place Athens Downtown Hotel is further south along N Thomas St. A mixture of governmental and commercial uses are prevalent within Athens' historic downtown core. The redevelopment of the former Bethel Village and College/Hoyt Apartments is underway along College Ave between the CSX line and Dougherty St, just west of the subject. Once completed, the project will contain between 715 and 875 units, which will contain a mixture of market-rate and subsidized units, according to the development's master plan. Single-family and medium-density residential uses (12 to 50 bedrooms per acre) are prevalent north of the subject between North Ave, Martin Luther King Jr. Blvd and Athens Loop 10.

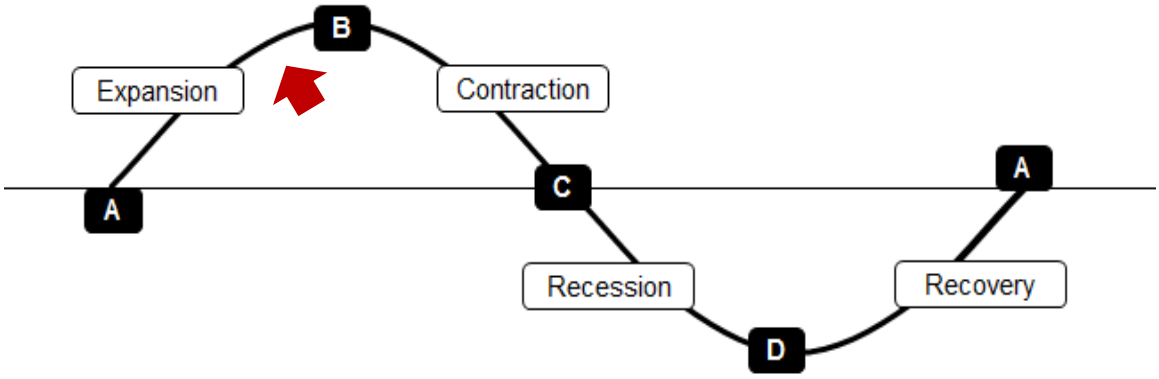
Development Density High Density

Market Area Life Cycle Expansion

Neighborhood Stage Growth

REAL ESTATE CYCLES

Real estate generally has four market cycles. "Understanding where the market is and forecasting the extent of duration of the cycle are important in projecting the pattern of future income," according to Advanced Concepts & Case Studies, Appraisal Institute, copyright 2010. These cycles are depicted below.



The red arrow depicts the appraiser(s) opinion of the subject's position in the market cycle.

Segment	Name	Characteristics
AB	Expansion	Growing demand, rental rates climbing above replacement cost, decreasing vacancy, concessions not prevalent, high profit potential stimulating much new construction
BC	Contraction	Stable to weakening demand, stable to weakening vacancy, small concessions beginning to occur, rents stable to mildly weakening, profit potential shrinking so new construction slowing
CD	Recession	Stagnant to declining demand, vacancy growing, rental rates falling, significant concessions prevalent, new construction virtually halted
DA	Recovery	Demand strengthening, vacancy shrinking, rental rates starting to climb, concessions shrinking, new construction beginning to occur
Time until the **next** major point		1 to 2 years

SITE DESCRIPTION

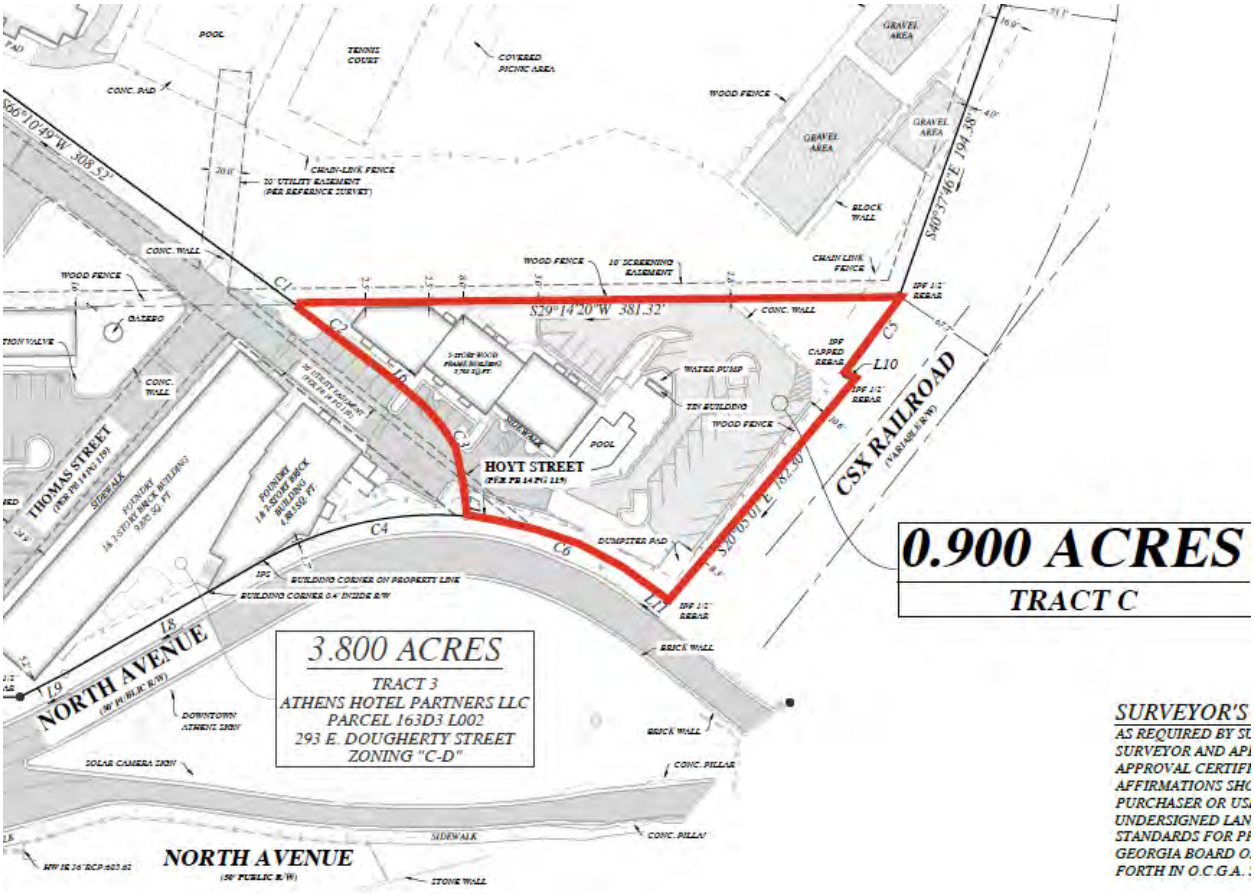
The subject site is a ±0.9-acre downtown commercial development tract located on the northwest side of North Ave, east of N Jackson St. The subject is currently part of a ±3.8-acre parent tract and is improved with an ±11,406 SF two-story building associated with the current use (offices, spa, guest units), as well as 38 asphalt-paved parking spaces and an in-ground pool and pool deck. We were unable to access the building's interior to determine its condition and for the purpose of this analysis the site is valued as if vacant.

The subject is currently accessed via development driveway on the parent parcel and the adjoining Lay Park parcel, but we assume direct access from North Ave could also be achieved. The tract has a triangular shape and has downward sloping topography from north to south. All utilities are available to the site. Commercial Downtown zoning permits zero-lot-line construction with a maximum floor area ratio of 5.0 and a maximum density of 200 bedrooms per acre. However, the site's smaller size and irregular shape will likely limit its achievable density. The subject is in the Dougherty Street downtown character area, which will impact design guidelines for proposed future development but should not have a substantial impact on the subject's highest and best use. Most land outside of the historic downtown core has been purchased for immediate vertical development/redevelopment, yielding an addition of nearly 1,700 beds in the downtown district since 2023. At least four other developments are proposed, including redevelopment of the subject's parent tract. Overall, the subject has average utility for vertical mixed-use development, limited primarily by its small size and triangular shape.

Tax Map Aerial Image



Recombination Plat



SUBJECT PHOTOS













REAL ESTATE TAXES

Athens-Clarke County levies taxes on the subject property. The tax assessor's current estimate of fair market value for the subject's parent site is reproduced in the table below. Following subdivision of the tract, a new parcel will be created for the subject. The current tax rate for properties in Athens-Clarke County's downtown district is $32.05 per $1,000 of the 40% assessed value. Taxes are due October 20, 2025.

Tax ID# 163D3 L002

Athens-Clarke County	
Land Value	$7,265,024
Improvements Value	$17,068,042
100% Assessment	$24,333,066
Assessment Rate	40.00%
Assessed Value	$9,733,226
2025 Millage Rate	0.03205
Sub-total Taxes	$311,950

HIGHEST AND BEST USE

Highest and best use is defined as the reasonably probable and **legal** use of vacant land or an improved property, which is **physically possible**, appropriately supported, **financially feasible**, and that results in the highest value (**maximally productive**) to the land. In everyday appraisal practice, this definition requires the appraiser to use practical appraisal principles along with local knowledge and good judgment to determine an opinion of a property's highest and best use. In theory, the highest and best use of a vacant site determines what size and type improvement should be constructed on the site to maximize the site's potential. The subject is an improved property but is being valued as if vacant. Therefore, the subject's highest and best use "as vacant" will be considered.

Highest and Best Use "As Vacant"

Legally Permissible: A wide variety of commercial and high-density residential uses are allowed within the Commercial Downtown zoning district with a maximum density of 200 bedrooms per acre and a maximum floor area ratio of 5.0. There are no off-street parking requirements in this zoning district. Residential uses are not permitted on the first floor without a variance, which the county has typically been reluctant to grant.

Physically Possible: The subject is a ±0.9-acre irregularly shaped parcel in the northeast corner of Athens' downtown area. It adjoins a community center and a hotel, of which the latter is proposed for redevelopment with a midrise student apartment development. All utilities are available, and we assume access could reasonably be achieved from North Ave. The site's smaller size and triangular shape will likely limit its utility for vertical development because of limited area to build structured parking within a dense multifamily development. We were not provided with engineered site plans that specify the amount of building improvements the site will support but assume it will be 50% to 75% of the maximum allowable 200 beds per acre.

Financially Feasible: Given the downtown location of the site and current construction costs, immediate development of the site with a multifamily or mixed-use development should be financially feasible, as evidenced by extensive midrise development in the downtown district in the last 10 years, including the proposed redevelopment of the adjacent site.

Maximally Productive: The maximally productive use of the subject site as vacant is to develop it to the highest achievable density with a vertical mixed-use development. The most likely buyer is a developer, and the timing of the use is now.

LAND VALUE ANALYSIS

The sales comparison approach develops an indication of market value by comparing the subject property to similar properties recently sold or which are listed for sale, or are under contract (i.e., recently drawn up purchase offers accompanied by a cash or equivalent deposit). A major premise of the sales comparison approach is that the market value of the property is directly related to the sale prices of comparable, competitive properties. The principle of substitution is applied in this approach and holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time. This principle implies that the reliability of the sales comparison approach is diminished if substitute properties are not available in the market. This approach is most useful when a number of similar properties have recently sold or are currently for sale in the subject market.

The sales that are compared to the subject site with respect to various transactional and physical characteristics including date of sale, financing, conditions of sale, location, site size, access, exposure, topography, utilities, zoning and overall site utility, which are analyzed on the basis of sale price per acre. Once adjusted, the sales indicate a range of unit values applicable for the subject. These unit values represent the range that a typical purchaser would most likely pay for the property and reflect market value. As will be discussed below, the appraisers also considered price per allowable bedroom as a unit of comparison.

Comparable Sales

The subject is a ±0.9-acre commercial tract located in the northeast corner of Athens' downtown district. Downtown Athens contains ±300 acres, virtually all of which is improved. The downtown land market has been active in recent years. As the last remaining vacant lots were absorbed, developers turned their focus to underimproved sites where demolition could be achieved at a reasonable cost and redevelopment could maximize available density. The table below summarizes all the known sales in Athens' downtown district since 2018. Sales 6, 8 and 9 were separately owned parcels that were purchased and assembled by a student housing developer.

No.	Location	Sale Date	Sale Price	Size (Acres)	Price/Acre
1	570 N Thomas St	5/8/2018	$1,000,000	0.42	$2,380,952
2	230 Finley St, Athens	8/21/2020	$5,600,000	1.905	$2,939,633
3	Pottery St, E Broad St & Wilkerson St, Athens	10/28/2020	$1,400,000	0.789	$1,774,398
4	115 E Broad St, Athens	2/3/2021	$1,400,000	0.176	$7,954,545
5	155 Mitchell St, Athens	7/21/2021	$3,500,000	1.7	$2,058,824
6	166 N Finley St, Athens*	12/10/2021	$15,000,000	2.27	$6,607,930
7	142 & 150 Oconee St, Athens	12/31/2021	$2,895,000	0.866	$3,342,956
8	139-157 N Newton St, Athens*	1/31/2022	$2,400,000	0.462	$5,194,805
9	558 W Broad St, Athens*	1/31/2022	$4,000,000	0.98	$4,081,633
10	125 Pulaski St, Athens	12/12/2023	$1,150,000	0.27	$4,259,259
11	295 E Dougherty St, Athens	6/14/2024	$25,000,000	3.7992	$6,580,333
	** Sales completed to form an assemblage*			**AVG**	**$4,288,661**
				MED	**$4,081,633**

The sales indicate a range of subject value from $1,774,398 to $7,954,545 per acre with a mean of $4,288,661 per acre. The median sale price, which eliminates the skewing effect of outliers, is

$4,081,633 per acre. Considering the subject's size and shape, its current market value per acre should fall below the mean.

From the larger sample of downtown area sales in the table above, we selected the sales that are most similar to the subject in location and functional utility. These sales, which are summarized below, are analyzed and adjusted against the subject.

Comparable Land Sales

No.	Location	Sale Date	Sale Price	Size (Acres)	Price/Acre
1	570 N Thomas St	5/8/2018	$1,000,000	0.42	$2,380,952
2	155 Mitchell St, Athens	2/3/2021	$3,500,000	1.7	$2,058,824
3	Pottery St, E Broad St & Wilkerson St, Athens	10/28/2020	$1,400,000	0.789	$1,774,398
4	295 E Dougherty St, Athens	6/14/2024	$25,000,000	3.7992	$6,580,333
				AVG	**$3,198,627**

The comparable land sales shown above represent the most comparable land sales in the downtown Athens market. The land sales indicate a wide range of value from $1,774,398 to $6,580,333 per acre with a mean of $3,198,627 per acre. The sales are generally located along the eastern edge of Athens' downtown district and do not require adjustment for location. Sale 4, which indicates the high end of the range, is the subject's ±3.8-acre parent tract, which sold in June 2024 for $25,000,000, or $6,580,333 per acre. These sales are discussed in detail on the following pages, followed by analysis and adjustment of the comparable sales.

Comparable Sale Profiles

Land Sale No. 1



Property Identification

Record ID	2215
Property Type	Commercial Land, Commercial/Downtown Land
Property Name	±0.42 Acres N Thomas Street
Address	570 N Thomas Street, Athens, Clarke County, Georgia 30601
Location	Located on the S/s of E Strong Street and the E/s of N Thomas Street
Tax ID	163D3 J003

Sale Data

Grantor	First American Bank & Trust Co
Grantee	City Block Communities, LLC
Sale Date	May 08, 2018
Deed Book/Page	4707/83
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Other sources: Deed/Assessor/Seller's Rep., Confirmed by William Parker, MAI

Sale Price	$1,000,000
Cash Equivalent	$1,000,000

Land Data

Zoning	C-D, Commercial Downtown
Topography	Level
Utilities	Adequate
Shape	Rectangular
Landscaping	N/A
Flood Info	Out

Land Size Information

Gross Land Size	0.420 Acres or 18,295 SF
Allowable Units	84
Front Footage	91 ft N Thomas Street; 197 ft E Strong Street;

Indicators

Sale Price/Gross Acre	$2,380,952
Sale Price/Gross SF	$54.66
Sale Price/Allowable Unit	$11,905

Remarks

May 2018 sale of a ±0.42 acre C-D zoned lot at the corner of Thomas Street and E. Strong Street in downtown Athens-Clarke County, Georgia. Site was purchased for development of a small mixed use development with retail and student housing. As of March 2021 the developer reportedly is seeking approval for a mixed use project with 84 bedrooms (likely all 2BR/2BA) with commercial space on the main level.

Land Sale No. 2



Property Identification

Record ID	2701
Property Type	Land, Commercial/Downtown Land
Property Name	±1.7 Acres Mitchell Street
Address	155 Mitchell Street, Athens, Clarke County, Georgia 30601
Location	E/s Mitchell Street and N William Street
Tax ID	171B4 E013

Sale Data

Grantor	Mitchell Street Properties, LLC
Grantee	Core Athens Mitchell, LLC
Sale Date	July 21, 2021
Deed Book/Page	5223/523
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Other sources: Assessor, Personal Inspection and Appraisal, Confirmed by William Parker, MAI
Sale Price	$3,500,000

Land Data

Zoning	C-D
Utilities	All Available
Shape	Roughly Rectangular

Land Size Information

Gross Land Size	1.700 Acres or 74,052 SF
Front Footage	305 ft Mitchell Street;

Indicators

Sale Price/Gross Acre	$2,058,824
Sale Price/Gross SF	$47.26

Remarks

This is a ±1.7 acre commercial downtown lot, located in downtown Athens, Clarke County, Georgia. At the time of sale, the lot was zoned Commercial Downtown PD and was approved for a development with 126 units and 256 bedrooms. After closing, the buyer requested amendments to the planned development in order to allow for 167 units and 381 bedrooms, which was ultimately granted. The site had a moderate to steep sloping topography that drained to a creek along one boundary. The seller had previously secured a variance that would allow for encroachment into a 75' stream buffer as part of development. The site was known to contain a good deal of fill dirt and construction debris that were brought into the site in the early 1990s and used to build up a portion of the site. These soils would not be suitable for vertical development and would have to be removed and remediated.

Land Sale No. 3



Property Identification

Record ID	3250
Property Type	Commercial Land, Commercial Lots
Property Name	±0.789 Acre - Landmark Assemblage
Address	180 Pottery St, 910 E Broad St, 940 E Broad St, 122 Wilkerson St, 140 Wilkerson St, Athens, Clarke County, Georgia 30601
Location	S/s E Broad St, E of Pottery St, W of Wilkerson St

Sale Data

Grantor	Peggy T Williams, Trustee
Grantee	The Mark at Athens II, LLC
Sale Date	October 28, 2020
Deed Book/Page	5069/132
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash
Verification	Other sources: Deed, Assessor, Confirmed by Database Administrator

Sale Price	$1,400,000
Cash Equivalent	$1,400,000

Land Data

Zoning	C-D
Topography	Generally Level
Utilities	All Available

Land Size Information

Gross Land Size	0.789 Acres or 34,369 SF

Indicators

Sale Price/Gross Acre	$1,774,398
Sale Price/Gross SF	$40.73

Remarks

This is the October 2020 sale of five small commercial lots located within the Pottery St neighborhood on the east side of downtown Athens. The lots were purchased by Landmark Properties and completed an assemblage needed for development of a parking deck associated with The Mark, Phase 2, which is a mid-rise student housing development located nearby. The lots totaled ±0.789 acre, and the purchase price equates to $1,774,398 per acre, or $40.76 per SF.

Land Sale No. 4



Property Identification

Record ID	4712
Property Type	Commercial Land, Commercial/Downtown Land
Property Name	Graduate Hotel Redevelopment Site
Address	295 E Dougherty St, Athens, Clarke County, Georgia
Location	N/s E Dougherty St, E of N Jackson St
Tax ID	163D3 L002

Sale Data

Grantor	Graduate Athens Owner LLC
Grantee	Athens Hotel Partners LLC
Sale Date	June 14, 2024
Deed Book/Page	5607/169
Property Rights	Fee Simple
Marketing Time	Off Market
Conditions of Sale	Arm's Length
Financing	Conventional - $19,250,000 to The Ardent Companies
Verification	Other sources: Deed, assessor, news reports, Confirmed by Database Administrator
Sale Price	$25,000,000
Cash Equivalent	$25,000,000

Land Data

Zoning	C-D, Commercial Downtown

Topography	Mostly level
Utilities	All available
Shape	Irregular
Flood Info	Out of floodplain

Land Size Information

Gross Land Size	3.799 Acres or 165,493 SF

Indicators

Sale Price/Gross Acre	$6,580,333
Sale Price/Gross SF	$151.06

Remarks

This is the June 2024 sale of a 3.8-acre commercial redevelopment tract at 295 E Dougherty St in downtown Athens-Clarke County, GA. The site was improved with an operating hotel and event venue, but the buyer acquired the tract for future redevelopment with a vertical mixed-use project. The buyer did not immediately redevelop the site. Eleven months later, the buyer and Athens-Clarke County agreed to a land swap, which would create a more functional site for redevelopment. The county agreed to transfer 2.8 acres to the developer, who agreed to exchange a 0.9-acre portion of the hotel site, construct a 350-space public parking deck, pay $2.5 million to expedite improvements to the city's sewer infrastructure, and pay an additional $7.9 million toward the county's affordable housing fund. The recombined redevelopment parcel will be 5.7 acres. The developer reportedly will preserve a portion of the event venue, known as The Foundry. Demolition costs for the hotel were not disclosed.

Land Sales Summary and Adjustment Grid					
	Subject	**Comparable 1**	**Comparable 2**	**Comparable 3**	**Comparable 4**
Sale Date		5/8/2018	7/21/2021	10/28/2020	6/14/2024
Address	The Graduate Redevelopment, Tract C	570 N Thomas Street	155 Mitchell Street	Pottery St, E Broad St and Wilkerson St	295 E Dougherty St
City	Athens	Athens	Athens	Athens	Athens
County	Clarke	Clarke	Clarke	Clarke	Clarke
Sale Price:		$1,000,000	$3,500,000	$1,400,000	$25,000,000
Size in Acres	0.90	0.42	1.70	0.79	3.80
Size in SF	39,204	18,295	74,052	34,369	165,484
Indicated Price Per Acre		**$2,380,952**	**$2,058,824**	**$1,774,398**	**$6,580,679**
Indicated Price Per SF		$54.66	$47.26	$40.73	$151.07
Summary of Adjustments					
Property Rights Conveyed		Fee Simple 0.00%	Fee Simple 0.00%	Fee Simple 0.00%	Fee Simple 0.00%
Financial Considerations		Conventional 0.00%	Conventional 0.00%	Cash 0.00%	Conventional 0.00%
Conditions of Sale		Arm's Length 0.00%	Arm's Length 0.00%	Arm's Length - Assemblage 10.00%	Arm's Length 0.00%
Expenditures After Sale		None 0.00%	None 0.00%	None 0.00%	None 0.00%
Market Conditions (Months)		74	36	45	1
5% Annually Thru July 2024		30.83%	15.00%	18.75%	0.42%
Subtotal Price/Acre		**$3,115,079**	**$2,367,647**	**$2,317,807**	**$6,608,099**
Other Adjustments					
Location:	Very Good	Similar 0.00%	Similar 0.00%	Similar 0.00%	Similar 0.00%
Specific Location/Access:	Average	Similar 0.00%	Similar 0.00%	Similar 0.00%	Similar 0.00%
Topography:	Level	Level 0.00%	Sloping 0.00%	Generally Level 0.00%	Mostly level 0.00%
Size/Shape:	0.9 Ac, Irregular	0.42 Ac, Rectangular 0.00%	1. 7 Ac, Rectangular -35.00%	0.79 Ac, Non-Contiguous 0.00%	3.8 Ac, Mostly Rectangular -45.00%
Zoning:	C-D	C-D 0.00%	C-D 10.00%	C-D 0.00%	C-D 0.00%
Utilities:	All available	All available 0.00%	All available 0.00%	All available 0.00%	All available 0.00%
Functional Utility	Average	Similar 0.00%	Similar 0.00%	Similar 0.00%	Similar 0.00%
Net Adjustments:		0.00%	-25.00%	0.00%	-45.00%
Absolute Adjustments:		0.00%	45.00%	0.00%	45.00%
Adjusted Price/ Acre:		**$3,115,079**	**$1,775,735**	**$2,317,807**	**$3,634,454**
Adjusted Price/SF:		**$71.51**	**$40.77**	**$53.21**	**$83.44**

AVG Price/Acre **$3,198,713**
AVG Adj. Price/Acre **$2,710,769**

Analysis and Adjustment of Comparable Sales

The **price per acre** of each comparable is adjusted upward if the sale is considered inferior to the subject site with respect to a particular item of comparison. Conversely, each comparable is adjusted

downward if considered superior to the subject site. The upward and downward adjustments are then totaled and the net adjustment is applied to the sale price per square foot for each comparable land sale, indicating a current market value per square foot for the subject site. The adjustments in this analysis are primarily subjective based on available knowledge of the properties and the subject market as well as discussions with numerous brokers and developers in the area. In addition to typical adjustments relating to location and size, additional consideration is given to market conditions.

Conditions of Sale: Sale 3 contained two non-contiguous tracts that completed an assemblage. Several years earlier, the buyer had secured the middle tract in the assemblage, which limited the utility of the two non-contiguous tracts that were purchased later.

Market Conditions (Time): The most productive use of the subject is immediate development with a vertical student housing development, and developers are likely to underwrite acquisition of the property based on its income-producing potential. According to CoStar, an industry-recognized data source, student housing market rent per bedroom increased at a 6.8% compounding rate between 2020 and 2024, spurred by shortage of available units. Rent growth slowed substantially in 2025 to 1% as new deliveries increased competition among operators. At the same time, the cost of capital remains high. A reconciled 5% annual upward adjust is applied to the sales up to August 2024.

Size/Shape: As discussed previously, the subject is small and irregularly shaped, which will likely limit the density that could be supported on the site. Most student housing developers analyze land based on its supportable bedrooms per acre, and reductions in density will impact value. As noted in *Highest and Best Use,* the site will likely support only 50% to 75% of the legally allowable density, although an engineered site plan has not yet been drawn to verify the precise impact of the site's shape on its development utility. In addition to interviews with Athens' Downtown Development Authority and Jon Williams, CEO of Williams & Associates Engineering, we also considered recent examples of downtown sites, which could not be developed to their fully allowable density due to physical or economic restrictions.

The first example is 359 W Hancock Ave on the west side of Athens' downtown district. This ±0.28-acre site was very small and contained a limited amount of frontage, which forced the developer to use a scaled-back design. The table below summarizes the maximum floor area ratio, building size and bedroom density the site could legally support, and the building that was constructed.

369 W Hancock Ave		
Site Area (Ac.)	0.28	0.28
Site Area (SF)	12,197	12,197
	Max Allowed	**Constructed**
Floor Area Ratio	5.0	1.2
Building Size (SF)	60,984	14,030
Density Reduction		76.99%
Bedrooms	56	19
Density Reduction		66.07%

The site could legally support nearly 61,000 SF of building improvements with 56 bedrooms. Instead, the developer built a ±14,030 SF building with only 19 bedrooms. The scaled-back design of the project was attributable to challenges with its size/shape.

We also considered the paired sales of two nearby downtown lots, which sold within roughly a year of each other. The sales are summarized in the table below, and a detailed description of the sales is included in the addenda.

Location	Sale Date	Sale Price	Size (Ac)	Price/Acre
230 Finley St, Athens	8/21/2020	$5,600,000	1.905	$2,939,633
229 Meigs St, Athens	9/1/2021	$1,050,000	1.198	$876,461

The sale at 230 Finley St was used as a comparable sale in the analysis above, and the unadjusted price is shown here (prior to expenditures after sale). It was purchased for immediate student housing development. The property at 229 Meigs St is improved with a surface parking lot for the Bottleworks commercial development, which is critical to the Bottleworks operations. (Bottleworks contains a mixture of restaurants, retail and office space.) A buyer purchased a portfolio of Bottleworks commercial properties, including the parking lot parcel and allocated $1,050,000 ($876,461 per acre) to the excess lot. At the time, the buyer planned to develop the excess parcel with student housing. However, the buyer expected to only construct 150 beds on the site, because he needed to also build 90 extra spaces in a parking deck to provide parking for the Bottleworks commercial space. The paired sales indicate a roughly 70% diminution in value caused by the density reduction. The seller had previously received a higher offer of $2,000,000 for the property. Assuming the higher offer price, the density reduction indicates a 43% diminution in value.

Considering information gathered from knowledgeable sources about the subject property, and considering the examples discussed above, we have applied 35% to 45% downward adjustments to Sales 2 and 4, which were larger and were mostly functional for high-density midrise development.

Zoning/Entitlements The subject is split-zoned Commercial Downtown (C-D) and Government (G), and we assume the site could be uniformly rezoned to C-D with minimal associated risk. Sale 2 requires upward adjustment for zoning. It was approved for a lower density than the purchaser/developer was targeting, and the seller would not sell the property subject to a rezoning contingency. The buyer purchased the property and amended the zoning conditions after closing. An upward adjustment is applied to account for the risk undertaken by the buyer in closing prior to securing all entitlements.

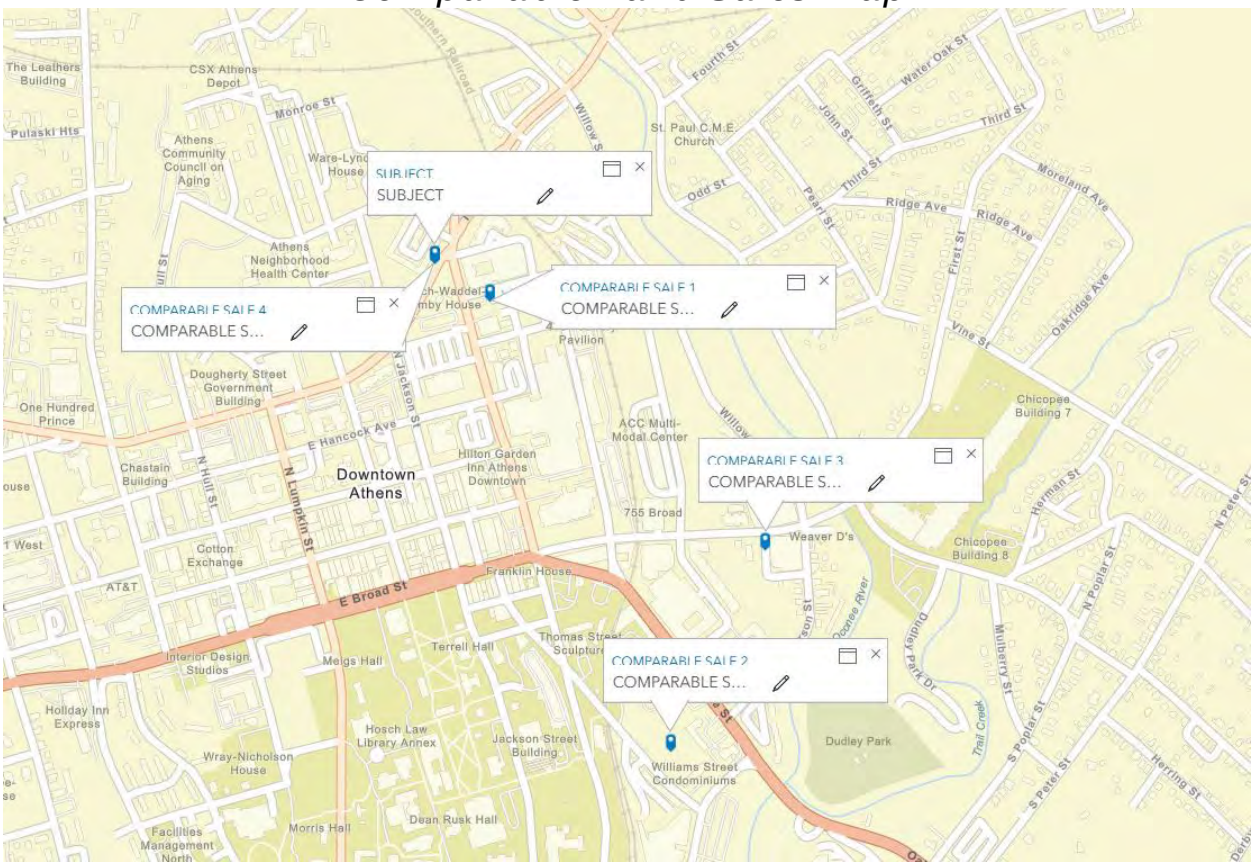
Fee Simple Land Value Indication

The previously discussed sales represent the most recent and comparable sales available. After adjustments for physical and locational characteristics, the comparable sales indicate a range of value for the subject site from $1,775,735 to $3,634,454 per acre with a mean of $2,710,769 per acre. Sale 4, which is the subject's parent tract, is an outlier on the high end of the range. The remaining sales indicate a lower range of value from $1,775,735 to $3,115,079 per acre. Considering the subject's atypical shape and smaller size, which limit its potential density, its current market value "as vacant" should fall below the mean and is calculated as follows:

$2,000,000	per acre	x	0.90	acres	=	$1,800,000

As discussed previously, most student housing developers analyze land acquisitions using price per bedroom as the unit of comparison. The subject could likely support between 100 and 150 beds per acre. We reviewed four recent sales of downtown land, which were immediately improved with midrise student apartments. These sales indicate a range of values from $13,672 to $42,424 per bedroom with a mean of $25,025 per bedroom. Assuming the subject could be developed with 100 bedrooms per acre (90 beds total), our concluded market value equates to $19,333 per bedroom. Assuming 150 bedrooms per acre (135 beds total), our concluded market value equates to $12,889 per bedroom.

Comparable Land Sales Map



Marketability and Reasonable Exposure Time

Overall marketability of this property is considered average. The subject property has a good location along E Dougherty St in Athens-Clarke County, Georgia, but has constrained development utility because of its smaller size and atypical shape. If this property is marketed for sale, a period of 12 months is anticipated.

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a current estimate based on an analysis of past events assuming a competitive and open market. A reasonable exposure time for the subject property to have been actively marketed for sale by a professional brokerage company is assumed to have been **12** months.

ADDENDA

Engagement Letter

PARKER PROPERTY & APPRAISALS, INC.
A Commercial Real Estate Valuation and Consulting Firm
650 Oglethorpe Avenue, Unit 1 • Athens, Georgia 30606 • 706-248-1433 • wparker@parkerproperty.org

August 4, 2025

CS Acquisition Vehicle, LLC
C/O Andrew Savoy, Vice President
1643 N. Milwaukee Ave, Fifth Floor
Chicago, IL
asavoy@corespaces.com

ENGAGEMENT AGREEMENT: ±0.90 -acre CD zoned site located along Hoyt Street in downtown Athens, GA

To whom it may concern:

This letter, when properly signed, will constitute an engagement agreement ("Agreement" hereinafter) between Parker Property & Appraisals, Inc. ("PPA" hereinafter) and the CS Acquisition Vehicle, LLC ("Client" hereinafter), upon the terms and conditions set forth below.

1. ***Scope and Purpose:*** You have requested that PPA make a determination of the fair market value of a ±0.90-acre site located along Hoyt Street in Athens, GA. PPA understands that the appraisal report and services provided will be used by the Client for internal purposes related to potential sale or transfer of the property. This report will be prepared for the use of the client and named intended users only.

2. ***Report Type:*** Restricted Report

3. ***Required Information:*** The Client agrees that all information required by PPA regarding the Property will be provided to PPA within a reasonable period of time and shall be accurate and complete in all material respects. The conclusions rendered in the Report shall represent only the opinions of PPA based upon the information furnished by the Client and other sources and said conclusions shall be considered as merely advisory in nature. *NOTE: A list of required information may be attached to this agreement and additional items may be required during the report process.*

4. ***Fee and Delivery:*** PPA agrees to provide an appraisal report for a fee of $2,000. The Fee and the other terms of this Agreement are valid only if the executed Agreement is received by PPA within thirty days. The appraisal report will be delivered within 15 business days of inspection of the property.

PARKER PROPERTY & APPRAISALS, INC.
A Commercial Real Estate Valuation and Consulting Firm
650 OGLETHORPE AVENUE, UNIT 1 • ATHENS, GEORGIA 30606 • 706-248-1433 • WPARKER@PARKERPROPERTY.ORG

5. ***Additional Services:*** After the appraisal report is delivered, if PPA is required to provide additional appraisal research or testify regarding this appraisal, additional fees will be required based on PPA's current hourly rates ($300 per hour).

We trust that the foregoing terms and provisions are agreeable to you. If the agreement is satisfactory, please sign and return one of the attached copies to PPA at the address below. A scanned copy of this signed agreement will also be acceptable when emailed to wparker@parkerproperty.org

Sincerely,

J. William Parker, MAI
Parker Property & Appraisals, Inc.
650 Oglethorpe Avenue, Unit 1
Athens, GA 30606
parkerpropertyandappraisals@gmail.com

The foregoing has been read, understood and approved, and the undersigned does hereby agree to retain PPA upon the terms and provisions contained herein on behalf of the Client.

Dated: August 4, 2025

CS Acquisition Vehicle, LLC-Andrew Savoy

By: DocuSigned by: Andrew Savoy

Tax Card (Parent Tract)

Athens-Clarke County, GA

Summary

Parcel Number	163D3 1002
Location Address	295 E DOUGHERTY ST
Legal Description	DEEDED ACS: 3.798 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	C-D
Tax District	TAD 4 - East Downtown - DDA (District TD)
Millage Rate	N/A
Acres	3.8
Neighborhood	4000C-DOWNTOWN (4000C)
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map



Owner

ATHENS HOTEL PARTNERS LLC
625 KENTUCKY ST
SCOTTDALE, GA 30079

Land

Type	Description	Calculation Method	Acres
Commercial	Com-SF-077	Square Foot	3.8

Commercial Improvement Information

Description	MOTEL
Actual Year Built	1974
Effective Year Built	2010
Square Feet	13224
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	MOTEL
Actual Year Built	1974
Effective Year Built	2010
Square Feet	9636
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	MOTEL
Actual Year Built	1974
Effective Year Built	2010
Square Feet	21102
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	

Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Description	OFFICE-GENERAL
Actual Year Built	1974
Effective Year Built	2003
Square Feet	11300
Wall Height	10
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
GAZEBO	2006	1x120 / 0	0	$0
CONCRETE	2004	37x40 / 0	0	$0
Y-POOL GUNITE POOL 9999999	2004	28x34 / 0	0	$0
POOL HOUSE 1-400	2004	5x14 / 0	0	$0
Y-ASPH PAVING AV 9999	1974	1x0 / 56600	1	$0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/14/2024	5607 169		$25,000,000	Fair Market - Improved	GRADUATE ATHENS OWNER LLC	ATHENS HOTEL PARTNERS LLC
8/28/2013	4138 51		$5,020,301	Fair Market - Improved	FOUNDRY PARK INN, LLC	GRADUATE ATHENS OWNER LLC
3/31/2010	3719 330		$0	Family/corporate/unusable	FIVE PACES INVESTMENTS, LLC	FOUNDRY PARK INN, LLC
12/18/2009	3691 235		$0	Family/corporate/unusable	FOUNDRY PARTNERS LLC	FIVE PACES INVESTMENTS, LLC
10/7/2001	2190 470		$0	Quit-Claim	MCCHESNEY GEORGE L	FOUNDRY PARTNERS LLC
6/7/2000	1918 491	14 119	$2,650,000	Characteristics Changed After Sale	GHAFFAR MOHAMMED SIRAJ	MCCHESNEY GEORGE L
7/15/1997	1058 62		$300,000	Family/corporate/unusable	SATAR HAJI ABDUL	GHAFFAR MOHAMMED SIRAJ
10/19/1990	1667 283		$0	Family/corporate/unusable	AMIR MANAGEMENT INC	SATAR HAJI ABDUL
3/19/1990	1058 62		$925,000	Family/corporate/unusable	FIRST MARYLAND HVI INC	AMIR MANAGEMENT INC

Valuation

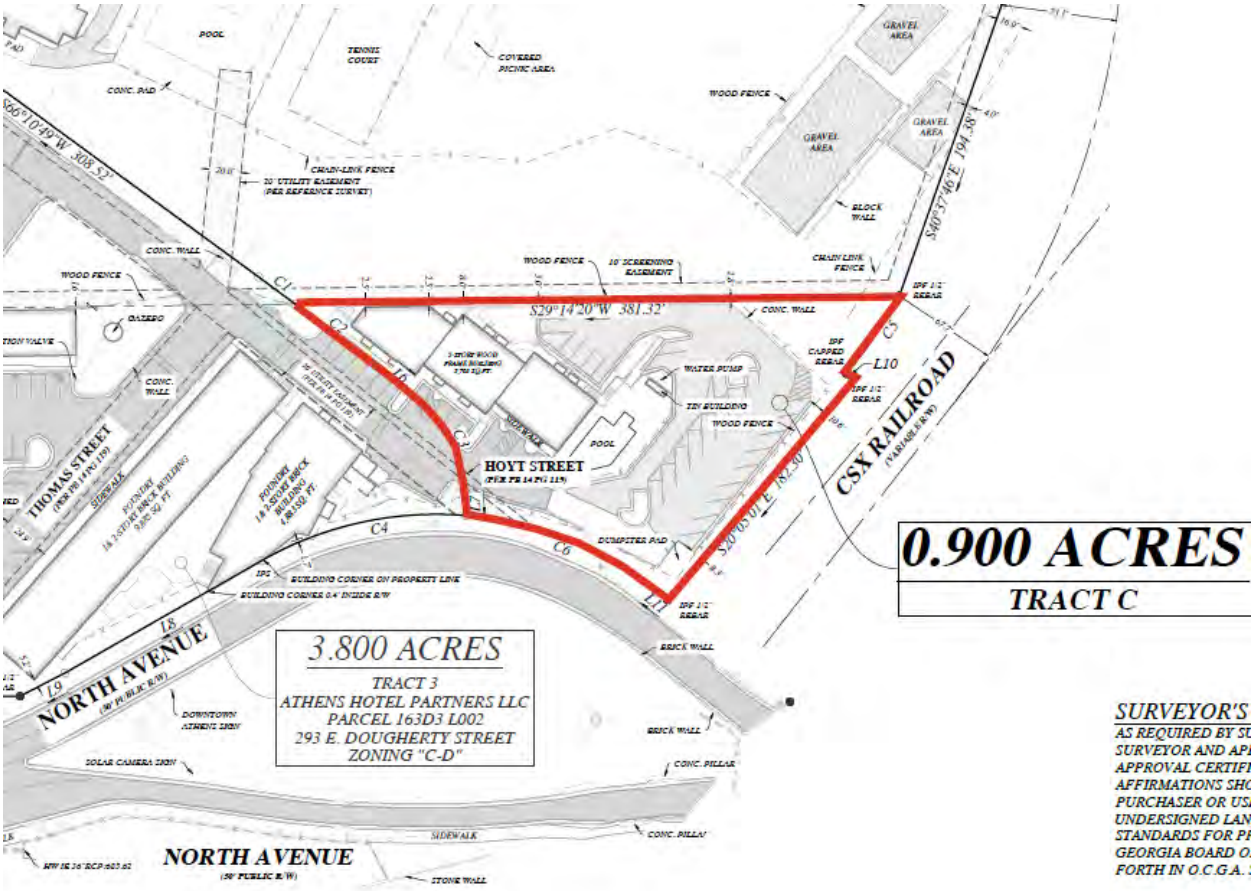
	2025	2024	2023	2022	2021
Previous Value	$6,679,470	$6,679,470	$6,679,470	$6,057,735	$6,729,887
Land Value	$7,265,024	$4,732,928	$4,732,928	$4,732,928	$5,975,561
+ Improvement Value	$17,068,042	$1,901,418	$1,901,418	$1,901,418	$82,174
+ Accessory Value	$0	$45,124	$45,124	$45,124	$0
= **Current Value**	**$24,333,066**	**$6,679,470**	**$6,679,470**	**$6,679,470**	**$6,057,735**

Photos

Tax Map Aerial Image



Recombination Survey



Deed/Legal Description (Parent Tract)

Deed Doc: WD
Recorded 06/18/2024 08:33AM
Georgia Transfer Tax Paid :
$25,000.00
Elisa Zarate, Clerk Superior
Court
Athens-Clarke County, Ga.
Bk 05607 Pg 0169-0173
Penalty: $0.00
Interest: $0.00
Participants: 6405611605

After recording return to:
Calloway Title and Escrow, LLC
2100 Riveredge Parkway, Suite 1025
Atlanta, GA 30328
2-42901

Upon recording return to:
Morris Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road NE
Atlanta, Georgia 30322
File No. 40428.16873

Tax Parcel Identification Number: 163D3 L002

STATE OF GEORGIA

COUNTY OF CLARKE

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("Deed") is made as of the 14th day of June, 2024, between GRADUATE ATHENS OWNER LLC, a Delaware limited liability company ("Grantor"), whose address is 429 Chestnut St., Nashville, Tennessee 37203, and ATHENS HOTEL PARTNERS, LLC, a Georgia limited liability company ("Grantee") whose address is 625 Kentucky Street, Scottdale, Georgia 30079 (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 Ten and No/100 ($10.00) Dollars in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt, adequacy 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 the following property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Clarke County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein; TOGETHER with any and all easements, rights-of-way, appurtenances, or rights appertaining or in anywise belonging thereto including, without limitation, any portion of the Property lying within the right-of-way of any publicly dedicated street, roadway or alleyway; and TOGETHER with any and all improvements, structures or fixtures located therein or thereon (the "Property").

125838466

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 subject only to those matters set forth in Exhibit "B" attached hereto and by this reference incorporated herein, forever in FEE SIMPLE.

AND Grantor will only warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered under seal as of the date first written above.

[signatures on following page]

Signed, sealed and delivered
in the presence of:

K Biddle
Unofficial Witness

Notary Public

My commission expires: May 3, 2027

[NOTARIAL SEAL]

STEPHANIE DENSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

GRANTOR:

GRADUATE ATHENS OWNER LLC,
a Delaware limited liability company

By: _____ (SEAL)
Name: Benjamin Weprin
Title: President

Flood Map

CoreLogic | **RiskMeter**

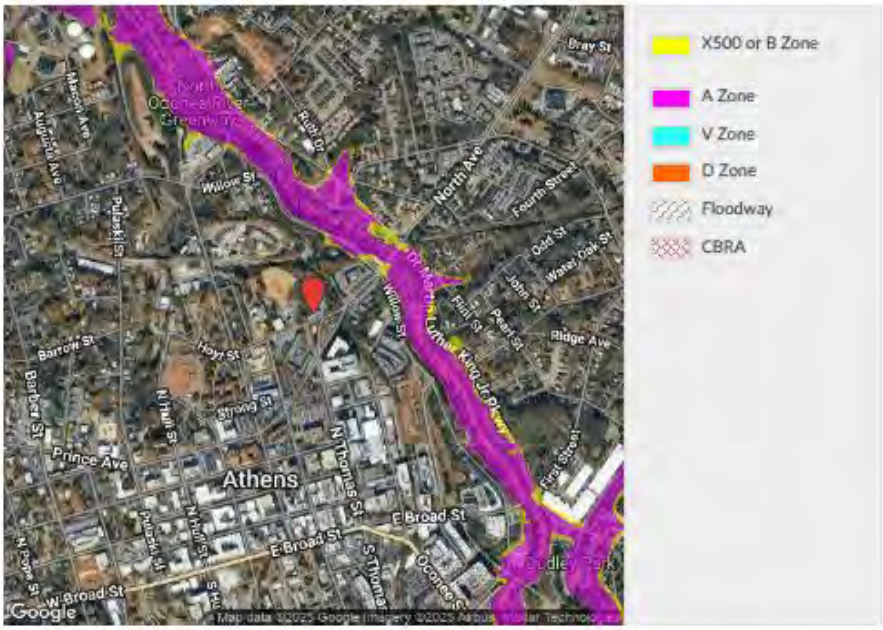
LATITUDE: 33.964444, LONGITUDE: -83.374522

LOCATION ACCURACY: *User-defined location*

Flood Zone Determination Report

Flood Zone Determination: OUT

PANEL DATE	September 15, 2022	MAP NUMBER	13059C0026E



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Demographics

esri
THE SCIENCE OF WHERE

Custom Executive Summary (Esri 2025)

295 E Dougherty St, Athens, Georgia, 30601
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 33.96356
Longitude: -83.37487

	1 mile	3 miles	5 miles
Population			
2010 Population	13,625	53,609	102,490
2020 Population	16,248	61,200	113,622
2025 Population	17,049	62,695	116,055
2030 Population	17,471	63,553	117,260
2010-2020 Annual Rate	1.78%	1.33%	1.04%
2020-2024 Annual Rate	0.92%	0.46%	0.40%
2024-2029 Annual Rate	0.49%	0.27%	0.21%
2020 Male Population	46.9%	46.7%	47.1%
2020 Female Population	53.1%	53.3%	52.9%
2020 Median Age	23.3	24.6	27.2
2025 Male Population	47.4%	47.2%	47.7%
2025 Female Population	52.6%	52.8%	52.3%
2025 Median Age	23.3	24.7	27.8

In the identified area, the current year population is 17,049. In 2020, the Census count in the area was 16,248. The rate of change since 2020 was 0.92% annually. The five-year projection for the population in the area is 17,471 representing a change of 0.49% annually from 2025 to 2030. Currently, the population is 47.4% male and 52.6% female.

Median Age

The median age in this area is 23.3, compared to U.S. median age of 39.3.

Households			
2025 Wealth Index	28	48	57
2010 Households	4,797	20,107	39,421
2020 Households	6,202	23,625	44,994
2025 Households	6,498	24,371	46,795
2030 Households	7,223	25,239	48,153
2010-2020 Annual Rate	2.60%	1.63%	1.33%
2020-2024 Annual Rate	0.89%	0.59%	0.75%
2024-2029 Annual Rate	2.14%	0.70%	0.57%
2025 Average Household Size	2.04	2.14	2.24

The household count in this area has changed from 6,202 in 2020 to 6,498 in the current year, a change of 0.89% annually. The five-year projection of households is 7,223, a change of 2.14% annually from the current year total. Average household size is currently 2.04, compared to 2.07 in the year 2020. The number of families in the current year is 1,745 in the specified area.

esri
THE SCIENCE OF WHERE

Custom Executive Summary (Esri 2025)

295 E Dougherty St, Athens, Georgia, 30601
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 33.96356
Longitude: -83.37487

	1 mile	3 miles	5 miles
Mortgage Income			
2025 Percent of Income for Mortgage	85.8%	49.2%	35.4%
Median Household Income			
2025 Median Household Income	$25,510	$43,832	$54,414
2030 Median Household Income	$30,055	$51,288	$61,036
2024-2029 Annual Rate	3.33%	3.19%	2.32%
Average Household Income			
2025 Average Household Income	$52,618	$71,990	$79,631
2030 Average Household Income	$58,067	$79,715	$88,945
2024-2029 Annual Rate	1.99%	2.06%	2.24%
Per Capita Income			
2025 Per Capita Income	$19,645	$28,296	$32,313
2030 Per Capita Income	$22,076	$31,977	$36,741
2024-2029 Annual Rate	2.36%	2.48%	2.60%
GINI Index			
2025 Gini Index	60.4	54.4	50.5
Households by Income			

Current median household income is $25,510 in the area, compared to $79,068 for all U.S. households. Median household income is projected to be $30,055 in five years, compared to $91,442 all U.S. households.

Current average household income is $52,618 in this area, compared to $113,185 for all U.S. households. Average household income is projected to be $58,067 in five years, compared to $130,581 for all U.S. households.

Current per capita income is $19,645 in the area, compared to the U.S. per capita income of $43,829. The per capita income is projected to be $22,076 in five years, compared to $51,203 for all U.S. households.

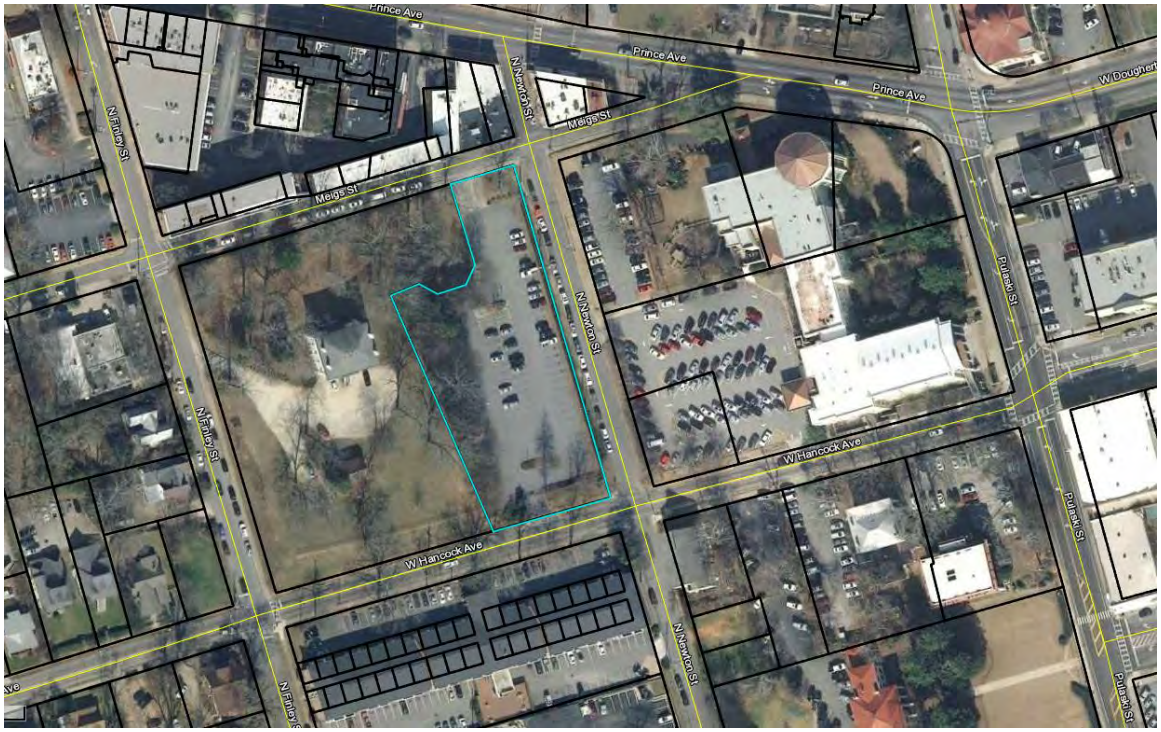
Housing			
2025 Housing Affordability Index	27	47	66
2010 Total Housing Units	5,595	23,086	44,594
2010 Owner Occupied Housing Units	834	5,873	15,301
2010 Renter Occupied Housing Units	3,964	14,234	24,120
2010 Vacant Housing Units	798	2,979	5,173
2020 Total Housing Units	7,054	25,867	48,640
2020 Owner Occupied Housing Units	882	6,213	16,030
2020 Renter Occupied Housing Units	5,320	17,412	28,964
2020 Vacant Housing Units	822	2,255	3,633
2025 Total Housing Units	7,711	26,923	50,602
2025 Owner Occupied Housing Units	985	6,782	17,450
2025 Renter Occupied Housing Units	5,513	17,589	29,345
2025 Vacant Housing Units	1,213	2,552	3,807
2030 Total Housing Units	8,480	27,982	52,167
2030 Owner Occupied Housing Units	1,071	7,187	18,518
2030 Renter Occupied Housing Units	6,152	18,051	29,635
2030 Vacant Housing Units	1,257	2,743	4,014
Socioeconomic Status Index			
2025 Socioeconomic Status Index	42.6	42.8	45.4

Currently, 12.8% of the 7,711 housing units in the area are owner occupied; 71.5%, renter occupied; and 15.7% are vacant. Currently, in the U.S., 57.9% of the housing units in the area are owner occupied; 32.1% are renter occupied; and 10.0% are vacant. In 2020, there were 7,054 housing units in the area and 11.7% vacant housing units. The annual rate of change in housing units since 2020 is 1.71%. Median home value in the area is $349,773, compared to a median home value of $355,577 for the U.S. In five years, median value is projected to change by 3.30% annually to $411,508.

Source: U.S. Census, Esri

Paired Sales Profiles

Land Sale No. 1



Property Identification

Record ID	3493
Property Type	Commercial Land, Commercial/Downtown Land
Property Name	Bottleworks Excess Land - 1.2 Acres
Address	229 Meigs St, Athens, Clarke County, Georgia
Location	S/s Meigs St, W/s N Newton St, N/S W Hancock Ave
Tax ID	171A1 O002

Sale Data

Grantor	Parkside BW Investors LLC
Grantee	Bottleworks Parking LLC
Sale Date	September 01, 2021
Deed Book/Page	5256/261
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Bryan Austin (Buyer); Other sources: Deed, Assessor, Inspection, Confirmed by Database Administrator
Sale Price	$1,050,000
Cash Equivalent	$1,050,000

Land Data

Zoning	C-D, Commercial Downtown
Topography	Level
Utilities	All Available
Shape	Irregular

Land Size Information

Gross Land Size	1.198 Acres or 52,185 SF
Front Footage	74 ft Meigs St; 386 ft N Newton St; 135 ft W Hancock Ave;

Indicators

Sale Price/Gross Acre	$876,461
Sale Price/Gross SF	$20.12

Remarks

This is the September 2021 sale of a 1.198-acre parcel of Commercial-Dowtown land located adjacent to the Bottleworks development in Athens-Clarke County, GA. The parcel was improved with a parking lot serving the Bottleworks, and the buyer acquired the parcel in the same transaction with a handful of commercial units in the Bottleworks. A sale price of $1,050,000 was allocated to the excess land purchase. The parking lot improvements constructed on the site are critical to the operation of the Bottleworks, a mixed-use development with retail, office and residential units. As such, the buyer purchased the excess lot with the anticipation of not being able to maximize the lot's allowable development density. At the time of the sale, the buyer was anticipating that the site could reasonably support 150 beds and a structured parking deck suitably sized for the multifamily tenants and an additional 90 spaces for the Bottleworks. Roughly nine months prior to the sale, the previous owners received on offer on the excess land parcel from a student housing developer, who offered to pay $2,000,000 along with a guarantee to construct 90 bonus parking spaces for Bottleworks patrons and tenants. The previous owners declined the offer and decided instead to sell the excess land parcel together with their other holdings in the development. The buyer did not secure entitlements for development of the site prior to closing on the purchase.

Land Sale No. 2



Property Identification

Record ID	3104
Property Type	Multi-family, student housing
Property Name	Student Housing Mid-Rise Development Site, Former Day's Inn
Address	230 Finley St, Athens, Clarke County, Georgia 30601
Location	N/s of Reese St, E/s of Finley St, W/s of Newton St
Tax ID	171A1 R002

Sale Data

Grantor	Excel Industries LLC
Grantee	WFI UGA LLC
Sale Date	August 21, 2020
Deed Book/Page	5036/196
Recorded Plat	36/130
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash
Verification	Mike Swope (Broker); October 05, 2020; Other sources: Assessor, Deed, Exterior Inspection, Confirmed by Database Administrator
Sale Price	$5,600,000

Cash Equivalent	$5,600,000
Upward Adjustment	$1,600,000 Demo, Asbestos Abatement, Operating Agreement Buyout
Adjusted Price	$7,200,000

Land Data

Zoning	C-D, Commercial Downtown
Topography	Gently Sloping
Utilities	All Available
Shape	Rectangular
Flood Info	Low Flood Zone

Land Size Information

Gross Land Size	1.905 Acres or 82,982 SF
Front Footage	216 ft N Finley St; 388 ft Reese St; 216 ft N Newton St;

Indicators

Sale Price/Gross Acre	$2,939,633 Actual or $3,779,528 Adjusted
Sale Price/Gross SF	$67.48 Actual or $86.77 Adjusted

Remarks

This is the August 2020 sale of a student housing mid-rise development site in Athens, GA, located on the western fringe of downtown Athens and short driving distance to the University of Georgia campus. The site was improved with a Days Inn motel, which was demolished after the sale. The buyer received an estimate for asbestos abatement at demolition at $1,200,000, which has been added to the purchase price. The buyer also paid $400,000 outside of closing to buy the seller out of a Day's Inn operating agreement. The total adjustments therefore total $1,600,000, indicating an overall purchase price of $7,200,000, or $19,890 per BR. The buyer intends to redevelop the site with a 362-bedroom student housing mid-rise development, with unit mixes ranging from 2BRs to 5BRs. The city granted the developers a variance for a reduction of parking requirements but also required main-level commercial space. A restaurant and office are proposed for the commercial space.

Exhibit 2.12

Hoyt Street Easement

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

HOYT STREET ACCESS EASEMENT AGREEMENT

THIS HOYT STREET ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2025 (the "Effective Date"), by and between _____, a _____ having its principal office at 1643 N. Milwaukee Avenue, Chicago, IL 60647 ("CORE") and the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and a political subdivision of the State of Georgia, having its principal office at P.O. Box 1868, Athens, Georgia 30603 (the "UNIFIED GOVERNMENT") (CORE and the UNIFIED GOVERNMENT may each be referred to in this Agreement as a "Party" or collectively as the "Parties.")

RECITALS

A. CORE is the owner of certain real property being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "CORE Property");

B. CORE desires to grant certain easements to UNIFIED GOVERNMENT with respect to vehicular and pedestrian ingress and egress.

OPERATIVE TERMS

NOW, THEREFORE, for and in consideration of the premises, the creation of the easements herein set forth benefitting each of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement to the same extent as if hereinafter fully set forth.

2. Grant. CORE does hereby convey, grant and warrant to the UNIFIED GOVERNMENT, its successors and assigns, subject to the conditions contained herein, a perpetual non-exclusive easement (the "Easement") for the purpose of vehicular and pedestrian ingress and egress over and across that portion of property known as "Hoyt Street" as described on **Exhibit B** attached hereto and incorporated herein (the "Easement Area"). The Easement shall provide unobstructed access to and from North Avenue over and across the CORE Property to and from the existing end of Hoyt Street. UNIFIED GOVERNMENT shall be responsible for maintaining, repairing and if necessary, replacing the Easement Area and shall keep the Easement Area in good and sightly condition.

3. Covenants Running With the Land. The easements provided for herein shall run with the CORE Property and shall be binding upon CORE and its successors and assigns.

4. Remedies. The Parties agree that the prevailing Party in an action for the breach of this Agreement shall be entitled to (a) specific performance of the terms of this Agreement, and each of them; (b) reasonable attorneys' fees; and (c) any other remedies available at law or in equity; provided, however that neither Party shall be responsible for speculative or punitive damages, or any other damages other than actual damages. The rights under this Agreement are cumulative. The failure to exercise on any occasion any right shall not operate to forfeit the right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

5. Amendments. Except as otherwise provided in this Agreement with respect to rights to relocate and modify the easements in accordance with the terms of this Agreement, no amendment to this Agreement shall be binding upon any party to this Agreement unless such amendment is in writing and executed by all of the parties hereto or their successors-in-title with the same formality as this Agreement is executed.

6. No Assignment by Grantee. UNIFIED GOVERNMENT shall not have the right to assign any of its rights under this Agreement without the prior written consent of CORE, which may be withheld in CORE's sole and absolute discretion.

7. Miscellaneous. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. Time is of the essence of this Agreement and the terms and provisions hereof. Whenever appropriate the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

8. Notices. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be hand-delivered in person or sent by FedEx or similar national overnight delivery service, to the addresses set forth below:

If to CORE:

1643 N. Milwaukee Avenue
Chicago, IL 60647
Attention:
Email:

With a copy to:

Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, GA 30601
Attention: Trevor T. Jones; David F. Ellison
Email: ttj@fbglaw.com; dfe@fbglaw.com

If to UNIFIED GOVERNMENT:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
P.O. Box 1868
Athens, Georgia 30603
Attention:
Email:

With a copy to:

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given for all purposes hereunder (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery; or (c) on the date of transmission, if sent by electronic transfer device and if the communicating party shall, on the same day of the electronic transfer, mail a duplicate copy of such transmission by overnight express delivery. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Any notice sent by the law firm representing a party hereto shall be deemed to be a notice sent by the party represented by said law firm.

9. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Termination of Liability. In the event that CORE shall convey, transfer, assign or otherwise dispose of all of its interest in the CORE Property, CORE shall thereupon be released and discharged from any and all obligations and liabilities with respect to the CORE Property for the breach of any covenant set forth in this Agreement arising from and after the date of the closing of such conveyance and such liabilities and obligations shall thereafter be binding upon such CORE's successor-in-title to the CORE Property; provided however, CORE shall remain liable

for the breach of any covenant set forth in this Agreement that arose prior to the date of the closing of such conveyance.

11. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any party liable for the debts or obligations of any other party.

12. No Waiver. No waiver of full performance by any Party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

14. Non-Conforming Use of the Core Property. Notwithstanding the grant of this easement or the Unified Government's acquisition of the Easement Area, the approved density of the use and/or structures on the Core Property shall not be impacted and the use and structures on the Core Property shall be deemed legal nonconforming and said nonconformity may not be terminated by the Unified Government unless or until the use and/or structures on the Core Property are voluntarily abandoned by Core or its successor in interest.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

CORE:

_____,
a Georgia limited liability company

By: _____
Name:
Title:

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

UNIFIED GOVERNMENT:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY GEORGIA, a body politic and corporate and a political subdivision of the State of Georgia

By: _____
Name:
Title:

EXHIBIT A

CORE PROPERTY

All that tract or parcel of land, together with improvements thereon, lying and being in G.M.D. 220, Athens-Clarke County, Georgia, containing 5.645 acres of land, more or less, and being more particularly described as:

Beginning at a point at the right-of-way (r/w) intersection of the Northern R/W of East Dougherty Street (118" R/W) and the Eastern R/W of North Jackson Street (variable R/W), said point being the TRUE POINT OF BEGINNING.

Thence, following along the Eastern R/W of North Jackson Street North 15 degrees 17 minutes 40 seconds West a distance of 282.53 feet to a point; thence North 15 degrees 17 minutes 40 seconds West a distance of 148.35 feet to a 1/2" rebar found; thence North 15 degrees 17 minutes 40 seconds West a distance of 173.19 feet to a point at the right-of-way intersection of the Eastern R/W of North Jackson Street (variable R/W) and the Southern R/W of Hoyt Street (variable R/W); thence North 19 degrees 52 minutes 11 seconds East a distance of 33.36 feet to a point on the southern right-of-way of Hoyt Street (variable R/W); thence following along said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 68.95 feet to a point: thence leaving said right-of-way and proceeding North 23 degrees 49 minutes 11 seconds West a distance of 48.50 feet to a point on the northern right-of-way of Hoyt Street (variable R/W); thence following said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 308.52 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 66 degrees 34 minutes 57 seconds East and a chord distance of 28.44 feet, and an arc length of 28.44 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 67 degrees 49 minutes 27 seconds East and a chord distance of 59.32 feet, and an arc length of 59.32 feet to a point; thence North 68 degrees 39 minutes 48 seconds East a distance of 41.47 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of North 73 degrees 48 minutes 37 seconds East and a chord distance of 13.46 feet, and an arc length of 13.47 feet to a point; thence South 60 degrees 45 minutes 40 seconds East a distance of 13.72 feet to a point; thence North 29 degrees 14 minutes 20 seconds East a distance of 9.24 feet to a point: thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of South 75 degrees 00 minutes 17 seconds East and a chord distance of 34.71 feet, and an arc length of 35.03 feet to a point; thence South 61 degrees 37 minutes 33 seconds East a distance of 14.69 feet to a point on the Northern right-of-way of North Avenue (50' R/W); thence following said right-of-way along an arc of a curve to the right, said curve having a radius of 222.64 feet, having a chord bearing of South 17 degrees 31 minutes 14 seconds West and a chord distance of 132.16 feet, and an arc length of 134.19 feet to a 1/2" rebar set; thence South 00 degrees 15 minutes 31 seconds West a distance of 142.70 to a point; thence South 02 degrees 42 minutes 47 seconds West a distance of 31.73 feet to a 1/2" rebar found at the right-of-way intersection of the Northern right-of-way of North Avenue (50' R/W) and the Northern right-of-way of East Dougherty Street (118' R/W); thence following the Northern right-of-way of East Dougherty Street (118' R/W) South 29 degrees 14 minutes 27 seconds West a distance of 332.68 feet to and iron pin found with "X" scribe; thence South 29 degrees 15 minutes 34 seconds West a distance of 298.44 feet to a point, thence leaving said right-

of-way North 84 degrees 23 minutes 23 seconds West a distance of 23.05 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

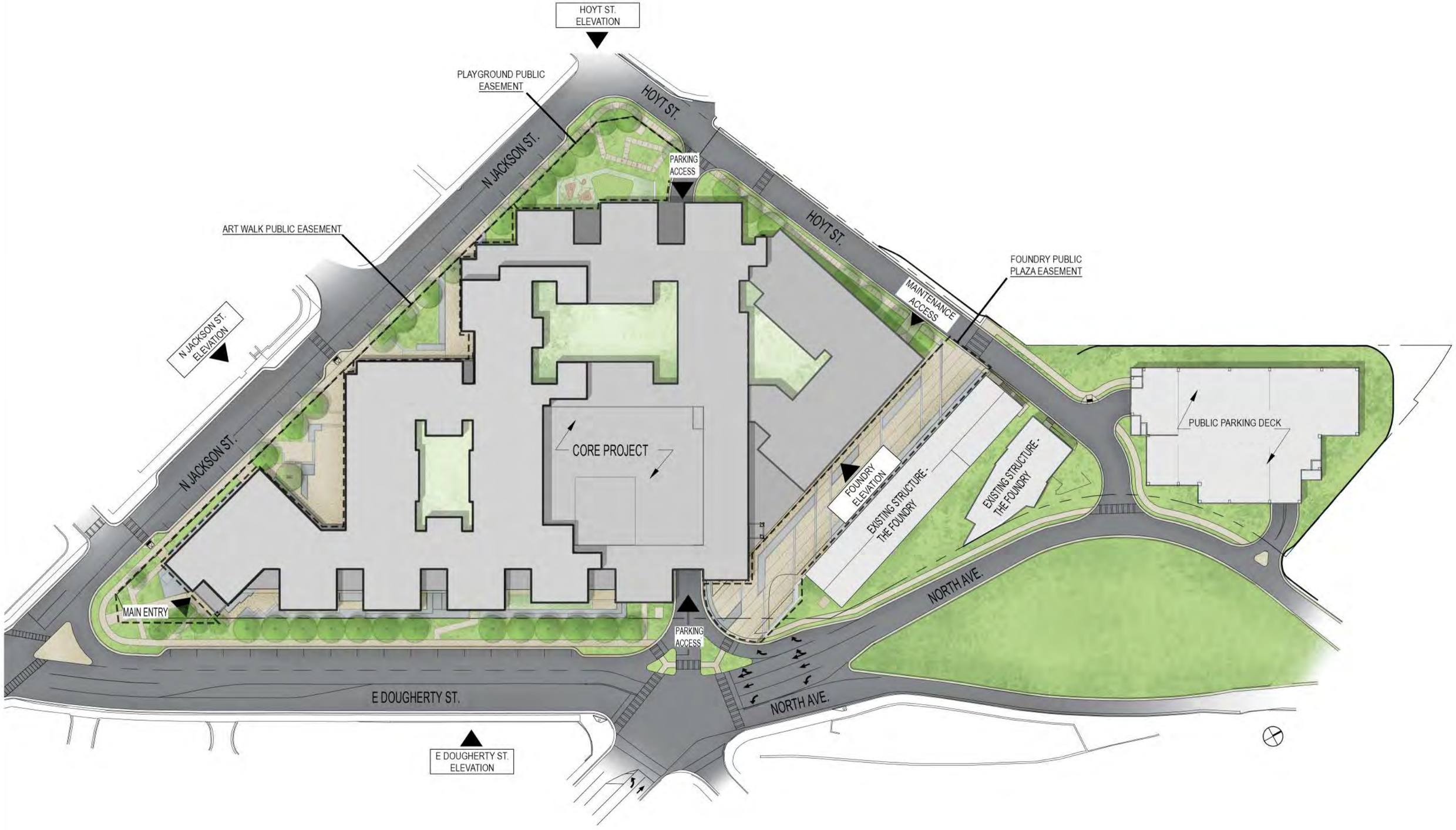
All that tract or parcel of land lying and being in the GMD 216, City of Athens, Clarke County, Georgia containing 0.521acres more or less and being more particularly described as follows:

Beginning at a point on the northwesterly right-of-way intersection of North Avenue and Great Walton Railroad; thence South 53°44’04” West a distance of 130.04 feet to a point on the westerly right-of-way of North Avenue; thence along said right-of-way in a southwesterly direction, with a curve turning to the left, a radius of 222.64 feet, a chord bearing of South 35°49'31" West, a chord distance of 8.07, and an arc length of 8.07 to a point; which is the POINT OF BEGINNING.

Thence along said right-of-way in a southwesterly direction, with a curve turning to the left, a radius of 222.64 feet, a chord bearing of South 27°06'22" West, a chord distance of 59.51, and an arc length of 59.69 to a point; thence leaving said right-of-way North 20°26'55" West a distance of 29.54 feet to a point; thence in a westerly direction with a curve turning to the left, a radius of 35.50 feet, a chord bearing of South 88°28'00" West, a chord distance of 24.05, and an arc length of 24.54 to a point; thence South 68°39'48" West a distance of 41.47 feet to a point; thence in a southwesterly direction with a curve turning to the left, a radius of 1985.50 feet, a chord bearing of South 67°36'16" West, a chord distance of 73.40, and an arc length of 73.40 to a point; thence South 18°29'15" East a distance of 9.03 feet to a point; thence in a southwesterly direction with a curve turning to the left, a radius of 1976.50 feet, a chord bearing of South 66°21'05" West, a chord distance of 11.81, and an arc length of 11.81 to a point; thence South 66°10'49" West a distance of 308.52 feet to a point; thence North 23°49'11" West a distance of 48.50 feet to a point; thence North 66°10'49" East a distance of 308.52 feet to a point; thence in a northeasterly direction with a curve turning to the right, a radius of 2025.00 feet, a chord bearing of North 67°25'19" East, a chord distance of 87.75, and an arc length of 87.76 to a point; thence North 68°39'48" East a distance of 41.47 feet to a point; thence in a easterly direction with a curve turning to the right, a radius of 75.00 feet, a chord bearing of North 73°48'37" East, a chord distance of 13.46, and an arc length of 13.47 to a point; thence South 60°45'40" East a distance of 13.72 feet to a point; thence North 29°14'20" East a distance of 9.24 feet to a point; thence in a easterly direction with a curve turning to the right, a radius of 75.00 feet, a chord bearing of South 75°00'17" East, a chord distance of 34.71, and an arc length of 35.03 to a point; thence South 61°37'33" East a distance of 6.64 feet to a point; thence South 61°37'33" East a distance of 8.05 feet to a point; which is the POINT OF BEGINNING.

Exhibit 3.2

Core Plans


HOYT ST. ELEVATION
PLAYGROUND PUBLIC EASEMENT
HOYT ST.
N JACKSON ST.
PARKING ACCESS
HOYT ST.
ART WALK PUBLIC EASEMENT
FOUNDRY PUBLIC PLAZA EASEMENT
MAINTENANCE ACCESS
N JACKSON ST. ELEVATION
PUBLIC PARKING DECK
CORE PROJECT
FOUNDRY ELEVATION
EXISTING STRUCTURE- THE FOUNDRY
EXISTING STRUCTURE- THE FOUNDRY
N JACKSON ST.
NORTH AVE.
MAIN ENTRY
PARKING ACCESS
E DOUGHERTY ST.
NORTH AVE.
E DOUGHERTY ST. ELEVATION

SITE PLAN



1 ELEVATION - NW - HOYT & JACKSON ST.
SCALE 1" = 40'-0"



2 ELEVATION - SE - DOUGHERTY ST.
SCALE 1" = 40'-0"



1 ELEVATION - W - JACKSON ST.

SCALE 1" = 40'-0"



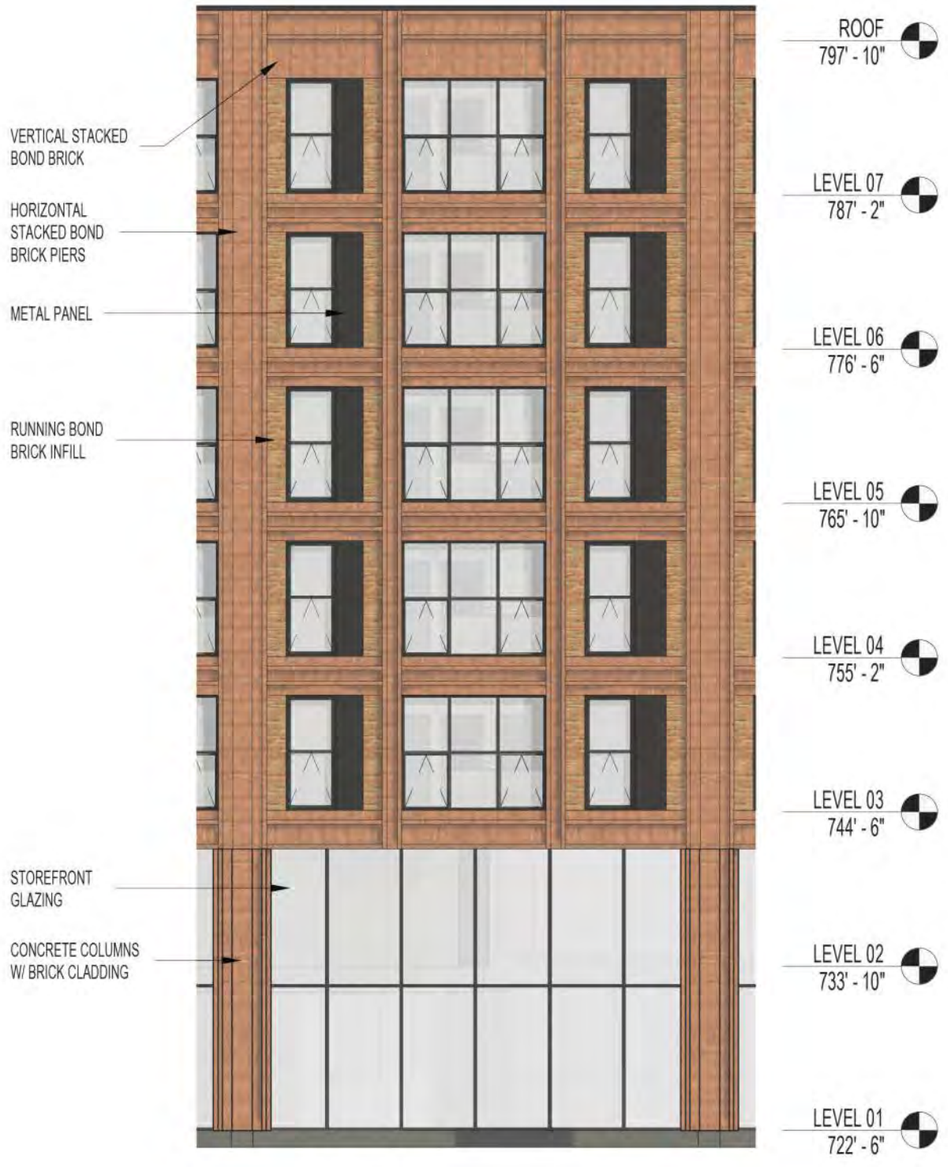
2 ELEVATION - E - FACING FOUNDRY

SCALE 1" = 40'-0"

ELEVATIONS



1 ENLARGED ELEVATION - TYPICAL FIBER CEMENT PANEL DETAILING
SCALE 1" = 10'-0"



2 ENLARGED ELEVATION - TYPICAL BRICK DETAILING
SCALE 1" = 10'-0"



DOUGHERTY FACADE



LOBBY AT JACKSON & DOUGHERTY - DAY



JACKSON STREET



ENTRY @ JACKSON & DOUGHERTY



JACKSON & DOUGHERTY AMENITY SPACE



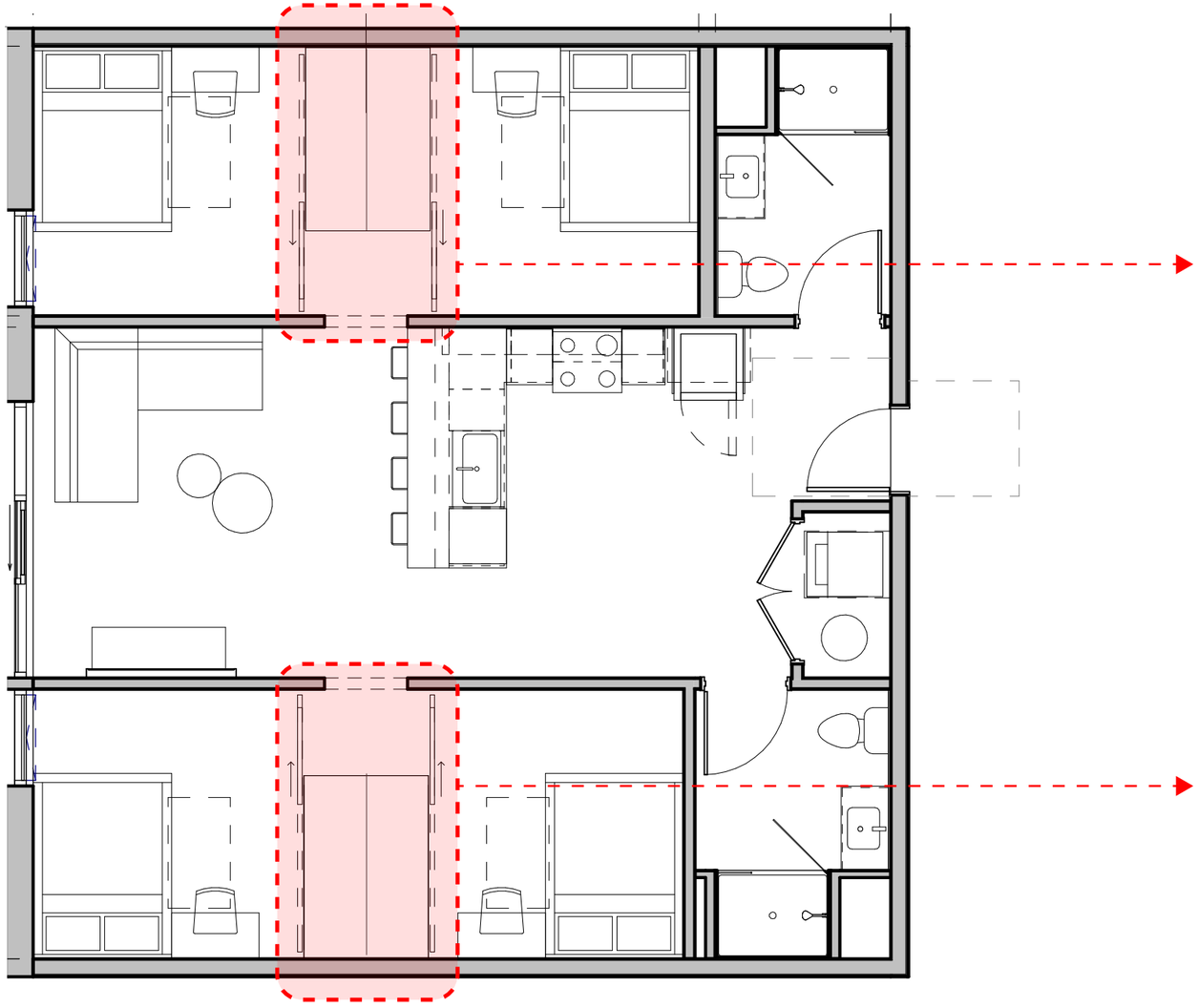
FOUNDRY PLAZA - DAY



FOUNDRY PLAZA - LOOKING SOUTH



HOYT STREET - PLAYGROUND



No soffiting may touch furniture

Clearances around furniture must meet fire inspector requirements



Furniture may be achored or braced to floor/walls as required to prevent tipping.

Exhibit 3.4

Pedestrian Connections Easement

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2025 (the "Effective Date"), by and between _____, a _____ having its principal office at 1643 N. Milwaukee Avenue, Chicago, IL 60647 ("CORE") and the **DOWNTOWN ATHENS DEVELOPMENT AUTHORITY,** a body politic and corporate created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, (the "AUTHORITY") (CORE and the AUTHORITY may each be referred to in this Agreement as a "Party" or collectively as the "Parties.")

RECITALS

A. CORE is the owner of certain improved real property located at 295 E Dougherty Street, Athens-Clarke County, Georgia 30606, being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "CORE Property");

B. The Authority is the owner of certain improved real property located at _____, Athens-Clarke County, Georgia 30606, being more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Authority Property");

C. The CORE Property and the Authority Property are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels"); and

D. The Parties desire to grant and obtain certain easements from one another with respect to pedestrian ingress and egress to a Parking Deck constructed on the Authority Property.

OPERATIVE TERMS

NOW, THEREFORE, for and in consideration of the premises, the creation of the easements herein set forth benefitting each of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement to the same extent as if hereinafter fully set forth.

2. Grant. CORE does hereby convey, grant and warrant to the Authority, its successors and assigns, subject to the conditions contained herein, a perpetual non-exclusive easement (the "Pedestrian Plaza Easement") for the sole purpose of pedestrian and cycling ingress and egress over, across and through those certain portions of the CORE Property being described and depicted on **Exhibit C** attached hereto and incorporated herein by this reference and more particularly described on **Exhibit D** (" Easement Area").

3. Term. The term of this Agreement shall be perpetual in duration unless otherwise specifically provided herein. The restrictions, covenants, and conditions set forth in this Agreement shall be binding upon and enforceable against the Parties for a period of twenty (20) years from the date this Agreement is filed in the real property records of the Clerk of the Superior Court of Athens-Clarke County, Georgia, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each unless this Agreement is terminated by a written instrument recorded in the real property records. The Authority shall have the right to terminate this Agreement upon thirty (30) days written notice to Core. The Agreement shall terminate if the Authority Property is no longer used for purposes of a Parking Deck. Upon termination of this Agreement for any reason, the Parties agree to record such termination in the real property records of the Clerk of the Superior Court of Athens-Clarke County, Georgia.

4. Maintenance and Security. CORE shall be responsible for maintaining, repairing and if necessary, replacing the improvements located upon Easement Area during the term of this Agreement and shall keep the Easement Area in good and sightly condition throughout the term of this Agreement. CORE shall have the right, but not the obligation, to provide security services to the Easement Area during the term of this Agreement and shall have the right, but not the

obligation, to keep the Easement Area safe and secure and for the prevention of nuisances. Any littering, camping, sleeping, placement of obstructions, distributions of hand bills, amplified sound, panhandling, solicitations of any kind, demonstrations, strikes, marches, and rallies are prohibited within the Easement Area, and CORE shall have the absolute right to exclude or remove any person or property from the Easement Area to maintain the safety and security of the Easement Area, to the prevention of nuisances or for any other reason CORE deems reasonably necessary. CORE shall have the right to publish reasonable rules and regulations for the maintenance and security of the Easement Area which shall become effective upon written notice to the Authority.

5. Right to Relocate. Notwithstanding any provision in this Agreement to the contrary, CORE shall have the right to develop, alter, improve, and otherwise utilize the CORE Property in any manner that does not materially and adversely affect the easement rights of the Authority hereunder, including without limitation relocating the Easement Area.

6. Indemnity. To the fullest extent permitted by law, the Authority shall indemnify, save and hold harmless CORE, its officers, members, managers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorneys' fees, arising from the acts or omissions of the Authority, its officers, agents, employees, guests an invitees arising out of or relating to the use of the Easement Area by the Authority, its officers, agents, employees, guests or invitees.

7. Covenants Running With the Land. The easements provided for herein shall run with the CORE Property and shall be binding upon CORE and its successors and assigns.

8. No Dedication to the Public Use; Avoidance of Prescription. CORE retains a fee simple interest in the CORE Property and has not dedicated the Easement Area or any rights under this Agreement for public use, and nothing contained in this Agreement shall be construed as a dedication for public use. The Authority has not accepted the Easement Area for public use, and there shall be no implied dedication for public use for the Easement Area or any other rights under this Agreement. Before the Authority accepts a dedication of the Easement Area for public use or takes the position that CORE's actions have amounted to a dedication for public use, the Authority shall provide at least ninety (90) days written notice to CORE that the Authority intends to accept a dedication of the Easement Area for the public use, and CORE shall have the absolute right to terminate this Agreement and any rights the Authority may possess under this Agreement. Core shall be entitled to interrupt or disturb the pedestrian access, ingress, and egress over and across the Easement Area from time to time for a period not to exceed one (1) day in each calendar year for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements. It is the intention of the Parties that no easements, rights or interests in real property be created by this Agreement except for the express easements and other provisions set forth in this Agreement.

10. Amendments. Except as otherwise provided in this Agreement with respect to rights to relocate and modify the easements in accordance with the terms of this Agreement, no amendment to this Agreement shall be binding upon any party to this Agreement unless such amendment is in writing and executed by all of the parties hereto or their successors-in-title with the same formality as this Agreement is executed.

11. No Assignment by Grantee. The Authority shall not have the right to assign any of its rights under this Agreement without the prior written consent of CORE, which may be withheld in CORE's sole and absolute discretion.

12. Miscellaneous. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. Time is of the essence of this Agreement and the terms and provisions hereof. Whenever appropriate the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

13. Notices. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be hand-delivered in person or sent by FedEx or similar national overnight delivery service, to the addresses set forth below:

If to CORE:

_____

1643 N. Milwaukee Avenue
Chicago, IL 60647
Attention:
Email:

With a copy to:

Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, GA 30601
Attention: Trevor T. Jones; David F. Ellison
Email: ttj@fbglaw.com; dfe@fbglaw.com

If to the Authority

Athens Downtown Development Authority
250 West Broad Street
Athens, GA 30601

With an additional copy via U.S. mail to:

Gregory C. Sowell
1 Press Place, Suite 200
Athens, GA 30601

With a copy to:

Athens-Clarke County Manager's Office
Attn: Manager
City Hall
301 College Avenue, Suite 303
Athens, Georgia 30601 (physical)
P.O. Box 1868
Athens, Georgia 30603 (mail)

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given for all purposes hereunder (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery; or (c) on the date of transmission, if sent by electronic transfer device and if the communicating party shall, on the same day of the electronic transfer, mail a duplicate copy of such transmission by overnight express delivery. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Any notice sent by the law firm representing a party hereto shall be deemed to be a notice sent by the party represented by said law firm.

14. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Termination of Liability. In the event that CORE shall convey, transfer, assign or otherwise dispose of all of its interest in the CORE Property, CORE shall thereupon be released and discharged from any and all obligations and liabilities with respect to the CORE Property for the breach of any covenant set forth in this Agreement arising from and after the date of the closing of such conveyance and such liabilities and obligations shall thereafter be binding upon such CORE's successor-in-title to the CORE Property; provided however, CORE shall remain liable for the breach of any covenant set forth in this Agreement that arose prior to the date of the closing of such conveyance.

16. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any party liable for the debts or obligations of any other party.

17. No Waiver. No waiver of full performance by any Party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

[*Signatures begin on next page*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

CORE:

_____,

By: _____
Name:
Title:

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

AUTHORITY:

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY, a body politic and corporate

By: _____
Name:
Title:

EXHIBIT A

CORE PROPERTY

All that tract or parcel of land, together with improvements thereon, lying and being in G.M.D. 220, Athens-Clarke County, Georgia, containing 5.645 acres of land, more or less, and being more particularly described as:

Beginning at a point at the right-of-way (r/w) intersection of the Northern R/W of East Dougherty Street (118" R/W) and the Eastern R/W of North Jackson Street (variable R/W), said point being the TRUE POINT OF BEGINNING.

Thence, following along the Eastern R/W of North Jackson Street North 15 degrees 17 minutes 40 seconds West a distance of 282.53 feet to a point; thence North 15 degrees 17 minutes 40 seconds West a distance of 148.35 feet to a 1/2" rebar found; thence North 15 degrees 17 minutes 40 seconds West a distance of 173.19 feet to a point at the right-of-way intersection of the Eastern R/W of North Jackson Street (variable R/W) and the Southern R/W of Hoyt Street (variable R/W); thence North 19 degrees 52 minutes 11 seconds East a distance of 33.36 feet to a point on the southern right-of-way of Hoyt Street (variable R/W); thence following along said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 68.95 feet to a point: thence leaving said right-of-way and proceeding North 23 degrees 49 minutes 11 seconds West a distance of 48.50 feet to a point on the northern right-of-way of Hoyt Street (variable R/W); thence following said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 308.52 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 66 degrees 34 minutes 57 seconds East and a chord distance of 28.44 feet, and an arc length of 28.44 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 67 degrees 49 minutes 27 seconds East and a chord distance of 59.32 feet, and an arc length of 59.32 feet to a point; thence North 68 degrees 39 minutes 48 seconds East a distance of 41.47 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of North 73 degrees 48 minutes 37 seconds East and a chord distance of 13.46 feet, and an arc length of 13.47 feet to a point; thence South 60 degrees 45 minutes 40 seconds East a distance of 13.72 feet to a point; thence North 29 degrees 14 minutes 20 seconds East a distance of 9.24 feet to a point: thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of South 75 degrees 00 minutes 17 seconds East and a chord distance of 34.71 feet, and an arc length of 35.03 feet to a point; thence South 61 degrees 37 minutes 33 seconds East a distance of 14.69 feet to a point on the Northern right-of-way of North Avenue (50' R/W); thence following said right-of-way along an arc of a curve to the right, said curve having a radius of 222.64 feet, having a chord bearing of South 17 degrees 31 minutes 14 seconds West and a chord distance of 132.16 feet, and an arc length of 134.19 feet to a 1/2" rebar set; thence South 00 degrees 15 minutes 31 seconds West a distance of 142.70 to a point; thence South 02 degrees 42 minutes 47 seconds West a

distance of 31.73 feet to a 1/2" rebar found at the right-of-way intersection of the Northern right-of-way of North Avenue (50’ R/W) and the Northern right-of-way of East Dougherty Street (118’ R/W); thence following the Northern right-of-way of East Dougherty Street (118’ R/W) South 29 degrees 14 minutes 27 seconds West a distance of 332.68 feet to and iron pin found with “X” scribe; thence South 29 degrees 15 minutes 34 seconds West a distance of 298.44 feet to a point, thence leaving said right-of-way North 84 degrees 23 minutes 23 seconds West a distance of 23.05 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

AUTHORITY PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 0.902 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO ALONG THE WESTERN R/W OF NORTH AVENUE SOUTH 68 DEGREES 09 MINUTES 41 SECONDS WEST, 9.40 FEET TO A POINT; THENCE ALONG SAID R/W ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 51 DEGREES 35 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 128.70 FEET AND AN ARC LENGTH OF 130.57 FEET TO A POINT; THENCE NORTH 61 DEGREES 37 MINUTES 33 SECONDS WEST, 14.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF NORTH 75 DEGREES 00 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 34.71 FEET AND AN ARC LENGTH OF 35.03 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 9.24 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 40 SECONDS WEST, 13.72 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 73 DEGREES 48 MINUTES 37 SECONDS WEST, A CHORD LENGTH OF 13.46 FEET AND AN ARC LENGTH OF 13.47 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 48 SECONDS WEST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF SOUTH 67 DEGREES 49 MINUTES 27 SECONDS WEST, A CHORD LENGTH OF 59.32 FEET AND AN ARC LENGTH OF 59.32 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 381.32 FEET TO A 1/2" REBAR FOUND ON THE WESTERN R/W OF GREAT WALTON RAILROAD; THENCE ALONG THE WESTERN R/W OF GREAT WALTON RAILROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET WITH A CHORD DIRECTION OF SOUTH 25 DEGREES 39 MINUTES 21 SECONDS EAST, A CHORD LENGTH OF 59.41 FEET AND AN ARC LENGTH OF 59.50 FEET TO A CAPPED REBAR FOUND; THENCE ALONG SAID R/W NORTH 64 DEGREES 24 MINUTES 13 SECONDS EAST, 4.89 FEET TO A 1/2" REBAR FOUND; THENCE ALONG SAID R/W SOUTH 20 DEGREES 05 MINUTES 01 SECONDS EAST, 182.30 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W) AND THE POINT OF BEGINNING

EXHIBIT C

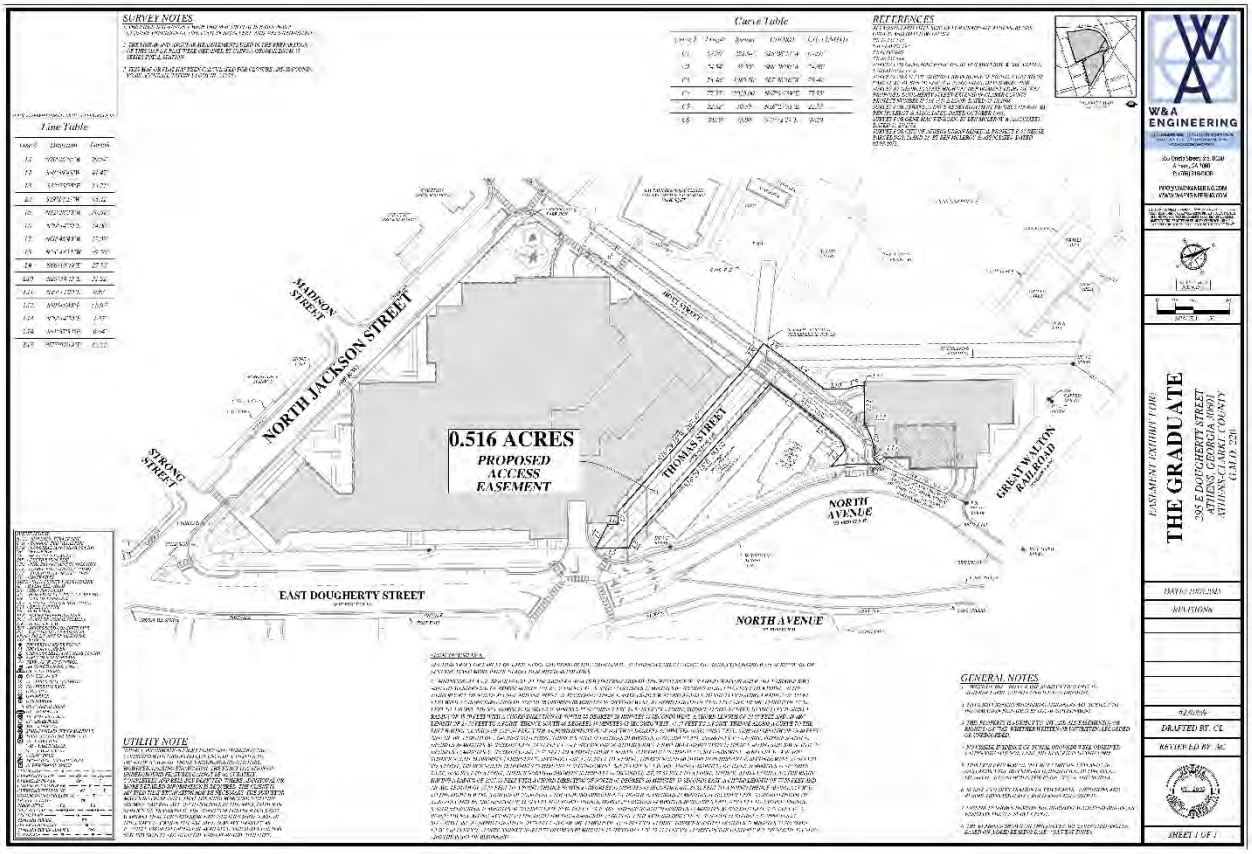

0.516 ACRES
PROPOSED
ACCESS
EASEMENT
NORTH JACKSON STREET
MADISON STREET
STRONG STREET
THOMAS STREET
GREAT WALTON RAILROAD
NORTH AVENUE
EAST DOUGHERTY STREET
NORTH AVENUE
SURVEY NOTES
REFERENCES
GENERAL NOTES
UTILITY NOTE
W&A ENGINEERING
EASEMENT EXHIBIT FOR
THE GRADUATE
395 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
CLARKE COUNTY
GEORGIA
DRAFTED BY: CL
REVIEWED BY: MC
SHEET 1 OF 1

EXHIBIT D

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 0.516 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO SOUTH 53 DEGREES 44 MINUTES 04 SECONDS WEST, 130.04 FEET TO A POINT ON THE WESTERLY R/W OF NORTH AVENUE AND THE POINT OF BEGINNING; THENCE ALONG SAID R/W ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 28 DEGREES 08 MINUTES 39 SECONDS WEST, A CHORD LENGTH OF 67.50 FEET AND AN ARC LENGTH OF 67.76 FEET TO A POINT; THENCE NORTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 29.54 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.50 FEET WITH A CHORD DIRECTION OF SOUTH 88 DEGREES 28 MINUTES 00 SECONDS WEST, A CHORD LENGTH OF 24.05 FEET AND AN ARC LENGTH OF 24.54 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 48 SECONDS WEST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1985.50 FEET WITH A CHORD DIRECTION OF SOUTH 67 DEGREES 36 MINUTES 16 SECONDS WEST, A CHORD LENGTH OF 73.40 FEET AND AN ARC LENGTH OF 73.40 FEET TO A POINT; THENCE SOUTH 18 DEGREES 29 MINUTES 15 SECONDS EAST, 283.88 FEET TO A POINT; THENCE SOUTH 32 DEGREES 28 MINUTES 20 SECONDS EAST, 14.71 FEET TO A POINT ON THE NORTHERLY R/W OF EAST DOUGHERTY STREET; THENCE ALONG SAID R/W SOUTH 29 DEGREES 14 MINUTES 27 SECONDS WEST, 45.42 FEET TO A POINT; THENCE NORTH 32 DEGREES 28 MINUTES 20 SECONDS WEST, 36.62 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 14.00 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 40 SECONDS WEST, 17.02 FEET TO A POINT; THENCE NORTH 18 DEGREES 29 MINUTES 15 SECONDS WEST, 267.47 FEET TO A POINT; THENCE NORTH 23 DEGREES 49 MINUTES 11 SECONDS WEST, 39.50 FEET TO A POINT; THENCE NORTH 66 DEGREES 10 MINUTES 49 SECONDS EAST, 27.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF NORTH 67 DEGREES 16 MINUTES 39 SECONDS EAST, A CHORD LENGTH OF 77.55 FEET AND AN ARC LENGTH OF 77.55 FEET TO A POINT; THENCE NORTH 29 DEGREES 39 MINUTES 43 SECONDS EAST, 31.82 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.50 FEET WITH A CHORD DIRECTION OF NORTH 16 DEGREES 27 MINUTES 51 SECONDS EAST, A CHORD LENGTH OF 22.33 FEET AND AN ARC LENGTH OF 22.52 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 0.93 FEET TO A POINT; THENCE SOUTH 60 DEGREES 45 MINUTES 40 SECONDS EAST, 55.67 FEET TO A POINT;

THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 1.37 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 77 DEGREES 12 MINUTES 24 SECONDS EAST, A CHORD LENGTH OF 40.29 FEET AND AN ARC LENGTH OF 40.79 FEET TO A POINT; THENCE SOUTH 61 DEGREES 37 MINUTES 33 SECONDS EAST, 6.64 FEET TO A POINT; THENCE NORTH 77 DEGREES 02 MINUTES 19 SECONDS EAST, 12.11 FEET TO A POINT ON THE WESTERLY R/W OF NORTH AVENUE AND THE POINT OF BEGINNING.

Exhibit 3.5

Public Playground and Plazas Easement

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

PEDESTRIAN PLAZA AND PARK EASEMENT AGREEMENT

THIS PEDESTRIAN PLAZA AND PARK EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2025 (the "Effective Date"), by and between _____, a _____ having its principal office at 1643 N. Milwaukee Avenue, Chicago, IL 60647 ("CORE") and the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and a political subdivision of the State of Georgia, having its principal office at P.O. Box 1868, Athens, Georgia 30603 (the "UNIFIED GOVERNMENT") (CORE and the UNIFIED GOVERNMENT may each be referred to in this Agreement as a "Party" or collectively as the "Parties.")

RECITALS

A. CORE is the owner of certain improved real property located at 295 East Dougherty Street, Athens-Clarke County, Georgia 30606, being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "CORE Property");

B. The Parties desire to grant and obtain certain easements from one another with respect to pedestrian plazas and a playground on the CORE Property.

OPERATIVE TERMS

NOW, THEREFORE, for and in consideration of the premises, the creation of the easements herein set forth benefitting each of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement to the same extent as if hereinafter fully set forth.

2. Grant of Easements. CORE hereby conveys, grants and warrants to the Unified Government, its successors and assigns, subject to the conditions contained herein, a perpetual nonexclusive easement for the construction, use, maintenance and operation of a playground or recreational area, together with related or incidental uses (the "Playground Easement") over those certain portions of the CORE Property being described and depicted as the "Playground" on **Exhibit B** attached hereto and incorporated herein by this reference (the "Playground Easement Area") and more particularly described on **Exhibit C** attached hereto. CORE further hereby conveys, grants and warrants to the Unified Government, its successors and assigns, subject to the conditions contained herein, a perpetual non-exclusive pedestrian plaza easement for purposes of amusement, pleasure and recreation ("the Pedestrian Plaza Easement") over those certain portions of the CORE Property being described and depicted as "Retail Plazas" and "Pocket Park" on **Exhibit D** attached hereto and incorporated herein by this reference, and more particularly described on **Exhibit E** attached hereto ("the Pedestrian Plaza Easement Area", together with the Playground Easement area, collectively "Easement Areas").

3. Term. The term of this Agreement shall be perpetual in duration unless otherwise specifically provided herein. The restrictions, covenants, and conditions set forth in this Agreement shall be binding upon and enforceable against the Parties for a period of twenty (20) years from the date this Agreement is filed in the real property records of the Clerk of the Superior Court of Athens-Clarke County, Georgia, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each unless this Agreement is terminated by a written instrument recorded in the real property records. The Unified Government shall have the right to terminate this Agreement upon thirty (30) days written notice to CORE. Upon termination of this Agreement for any reason, the Parties agree to record such termination in the real property records of the Clerk of the Superior Court of Athens-Clarke County, Georgia.

4. Maintenance and Security. CORE shall be responsible for maintaining, repairing and if necessary, replacing the improvements located upon Easement Areas during the term of this Agreement and shall keep the Easement Areas in good and sightly condition throughout the term of this Agreement. CORE shall have the right, but not the obligation, to provide security services to the Easement Areas during the term of this Agreement and shall have the right, but not the obligation, to keep the Easement Areas safe and secure and for the prevention of nuisances. Any littering, camping, sleeping, placement of obstructions, distributions of hand bills, amplified sound, panhandling, solicitations of any kind, demonstrations, strikes, marches, and rallies are prohibited within the Easement Area, and CORE shall have the absolute right to exclude or remove any person or property from the Easement Areas to maintain the safety and security of the Easement Areas, to the prevention of nuisances or for any other reason CORE deems reasonably

necessary. CORE shall have the right to publish reasonable rules and regulations for the maintenance and security of the Easement Areas which shall become effective upon written notice to the Unified Government.

5. Easement in Gross. The Agreement is intended to confer easements in gross to the Unified Government. The easements provided for herein shall run with the CORE Property and shall be binding upon CORE and its successors and assigns. The Unified Government shall not have the right to assign any of its rights under this Agreement without the prior written consent of CORE, which may be withheld in CORE's sole and absolute discretion.

6. No Dedication to the Public Use; Avoidance of Prescription. CORE retains a fee simple interest in the CORE Property and has not dedicated the Easement Areas or any rights under this Agreement for public use, and nothing contained in this Agreement shall be construed as a dedication for public use. The Unified Government has not accepted the Easement Areas for public use, and there shall be no implied dedication for public use for the Easement Areas or any other rights under this Agreement. Before the Unified Government accepts a dedication of the Easement Areas for public use or takes the position that CORE's actions have amounted to a dedication for public use, the Unified Government shall provide at least ninety (90) days written notice to CORE that the Unified Government intends to accept a dedication of the Easement Areas for the public use, and CORE shall have the absolute right to terminate this Agreement and any rights the Unified Government may possess under this Agreement. Core shall be entitled to interrupt or disturb the pedestrian access, ingress, and egress over and across the Easement Areas from time to time for a period not to exceed one (1) day in each calendar year for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements. It is the intention of the Parties that no easements, rights or interests in real property be created by this Agreement except for the express easements and other provisions set forth in this Agreement.

8. Amendments. Except as otherwise provided in this Agreement with respect to rights to relocate and modify the easements in accordance with the terms of this Agreement, no amendment to this Agreement shall be binding upon any party to this Agreement unless such amendment is in writing and executed by all of the parties hereto or their successors-in-title with the same formality as this Agreement is executed.

9. Miscellaneous. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. Time is of the essence of this Agreement and the

terms and provisions hereof. Whenever appropriate the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

10. Notices. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be hand-delivered in person or sent by FedEx or similar national overnight delivery service, to the addresses set forth below:

If to CORE:

_____

1643 N. Milwaukee Avenue
Chicago, IL 60647
Attention:
Email:

With a copy to:

Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, GA 30601
Attention: Trevor T. Jones; David F. Ellison
Email: ttj@fbglaw.com; dfe@fbglaw.com

If to the Unified Government:

Athens-Clarke County Manager's Office
Attn: Manager
City Hall
301 College Avenue, Suite 303
Athens, Georgia 30601 (physical)
P.O. Box 1868
Athens, Georgia 30603 (mail)

With an additional copy via U.S. mail to:

Athens-Clarke County Attorney's Office
Attn: County Attorney
P.O. Box 427
Athens, Georgia 30603

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given for all purposes hereunder (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery; or (c) on the date of transmission, if sent by electronic transfer device and if the communicating party shall, on the same day of the electronic transfer, mail a duplicate copy of such transmission by overnight express delivery. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Any notice sent by the law firm representing a party hereto shall be deemed to be a notice sent by the party represented by said law firm.

11. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Termination of Liability. In the event that CORE shall convey, transfer, assign or otherwise dispose of all of its interest in the CORE Property, CORE shall thereupon be released and discharged from any and all obligations and liabilities with respect to the CORE Property for the breach of any covenant set forth in this Agreement arising from and after the date of the closing of such conveyance and such liabilities and obligations shall thereafter be binding upon such CORE's successor-in-title to the CORE Property; provided however, CORE shall remain liable for the breach of any covenant set forth in this Agreement that arose prior to the date of the closing of such conveyance.

13. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any party liable for the debts or obligations of any other party.

14. No Waiver. No waiver of full performance by any Party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

[*Signatures begin on next page*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

CORE:

_____,
a _____ limited liability company

By: _____
Name:
Title:

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

UNIFIED GOVERNMENT:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and a political subdivision of the State of Georgia

By: _____
Name:
Title:

EXHIBIT A

CORE PROPERTY

All that tract or parcel of land, together with improvements thereon, lying and being in G.M.D. 220, Athens-Clarke County, Georgia, containing 5.645 acres of land, more or less, and being more particularly described as:

Beginning at a point at the right-of-way (r/w) intersection of the Northern R/W of East Dougherty Street (118" R/W) and the Eastern R/W of North Jackson Street (variable R/W), said point being the TRUE POINT OF BEGINNING.

Thence, following along the Eastern R/W of North Jackson Street North 15 degrees 17 minutes 40 seconds West a distance of 282.53 feet to a point; thence North 15 degrees 17 minutes 40 seconds West a distance of 148.35 feet to a 1/2" rebar found; thence North 15 degrees 17 minutes 40 seconds West a distance of 173.19 feet to a point at the right-of-way intersection of the Eastern R/W of North Jackson Street (variable R/W) and the Southern R/W of Hoyt Street (variable R/W); thence North 19 degrees 52 minutes 11 seconds East a distance of 33.36 feet to a point on the southern right-of-way of Hoyt Street (variable R/W); thence following along said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 68.95 feet to a point: thence leaving said right-of-way and proceeding North 23 degrees 49 minutes 11 seconds West a distance of 48.50 feet to a point on the northern right-of-way of Hoyt Street (variable R/W); thence following said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 308.52 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 66 degrees 34 minutes 57 seconds East and a chord distance of 28.44 feet, and an arc length of 28.44 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 67 degrees 49 minutes 27 seconds East and a chord distance of 59.32 feet, and an arc length of 59.32 feet to a point; thence North 68 degrees 39 minutes 48 seconds East a distance of 41.47 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of North 73 degrees 48 minutes 37 seconds East and a chord distance of 13.46 feet, and an arc length of 13.47 feet to a point; thence South 60 degrees 45 minutes 40 seconds East a distance of 13.72 feet to a point; thence North 29 degrees 14 minutes 20 seconds East a distance of 9.24 feet to a point: thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of South 75 degrees 00 minutes 17 seconds East and a chord distance of 34.71 feet, and an arc length of 35.03 feet to a point; thence South 61 degrees 37 minutes 33 seconds East a distance of 14.69 feet to a point on the Northern right-of-way of North Avenue (50' R/W); thence following said right-of-way along an arc of a curve to the right, said curve having a radius of 222.64 feet, having a chord bearing of South 17 degrees 31 minutes 14 seconds West and a chord distance of 132.16 feet, and an arc length of 134.19 feet to a 1/2" rebar set; thence South 00 degrees 15 minutes 31 seconds West a distance of 142.70 to a point; thence South 02 degrees 42 minutes 47 seconds West a

distance of 31.73 feet to a 1/2" rebar found at the right-of-way intersection of the Northern right-of-way of North Avenue (50’ R/W) and the Northern right-of-way of East Dougherty Street (118’ R/W); thence following the Northern right-of-way of East Dougherty Street (118’ R/W) South 29 degrees 14 minutes 27 seconds West a distance of 332.68 feet to and iron pin found with “X” scribe; thence South 29 degrees 15 minutes 34 seconds West a distance of 298.44 feet to a point, thence leaving said right-of-way North 84 degrees 23 minutes 23 seconds West a distance of 23.05 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

PLAYGROUND EASEMENT AREA

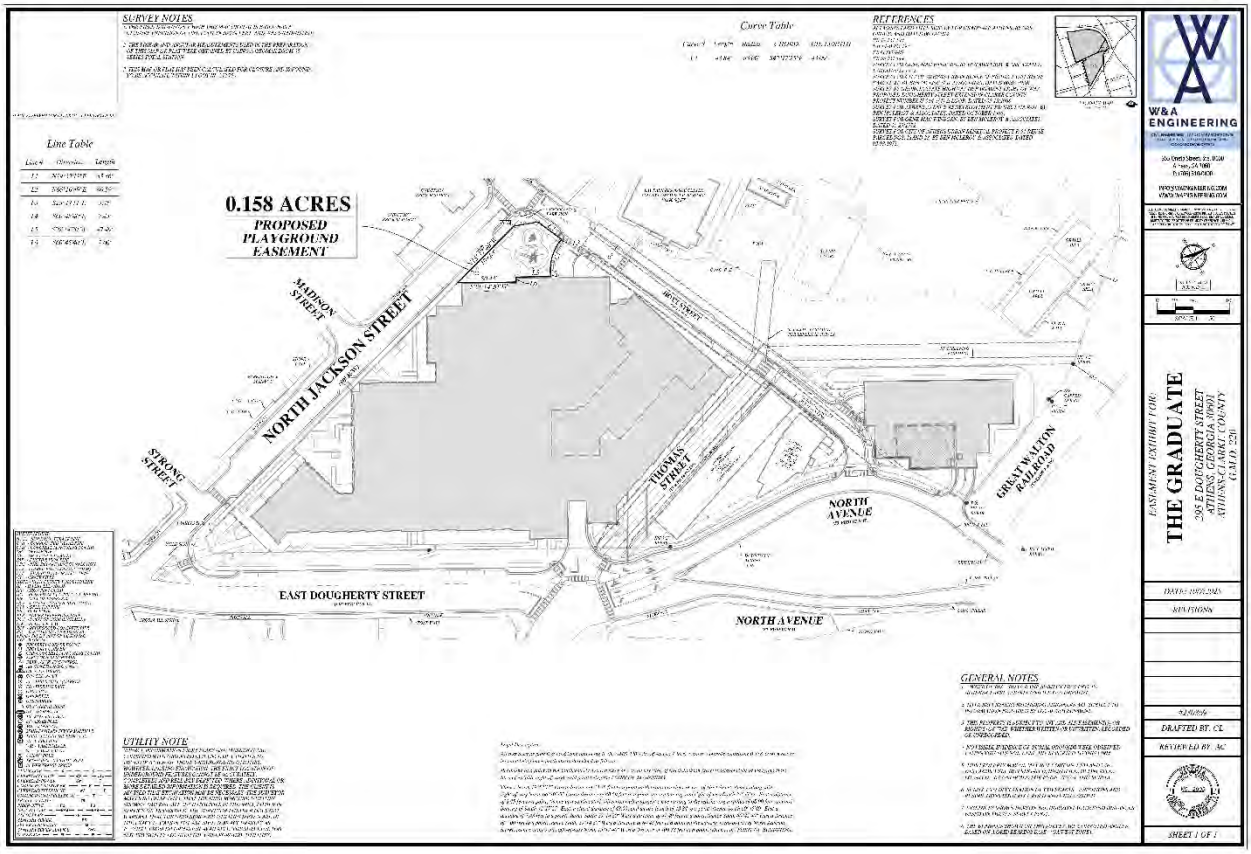


EXHIBIT C

PLAYGROUND EASEMENT AREA LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the GMD 220, City of Athens, Clarke County, Georgia containing 0.158 acres more or less and being more particularly described as follows:

Beginning at a point on the southeasterly mitered right-of-way intersection of North Jackson Street (variable right-of-way) and Hoyt Street (variable right-of-way); said point being the POINT OF BEGINNING.

Thence North 19°52'11" East a distance of 33.36 feet to a point on the southern right-of-way of Hoyt Street; thence along said right-of-way North 66°10'49" East a distance of 40.59 feet to a point; thence leaving said right-of-way South 23°49'11" East a distance of 3.45 feet to a point; thence in a southeasterly direction with a tangent curve turning to the left, having a radius of 68.00 feet, a chord bearing of South 42°17'25" East, a chord distance of 43.09, and an arc length of 43.84 to a point; thence South 60°45'40" East a distance of 7.43 feet to a point; thence South 29°14'20" West a distance of 47.49 feet to a point; thence South 60°45'40" East a distance of 7.00 feet to a point; thence South 29°14'20" West a distance of 80.43 feet to a point on the easterly right-of-way of North Jackson Street; thence along said right-of-way North 15°17'40" West a distance of 109.83 feet to a point; which is the POINT OF BEGINNING.

EXHIBIT D

Pedestrian Plaza Easement

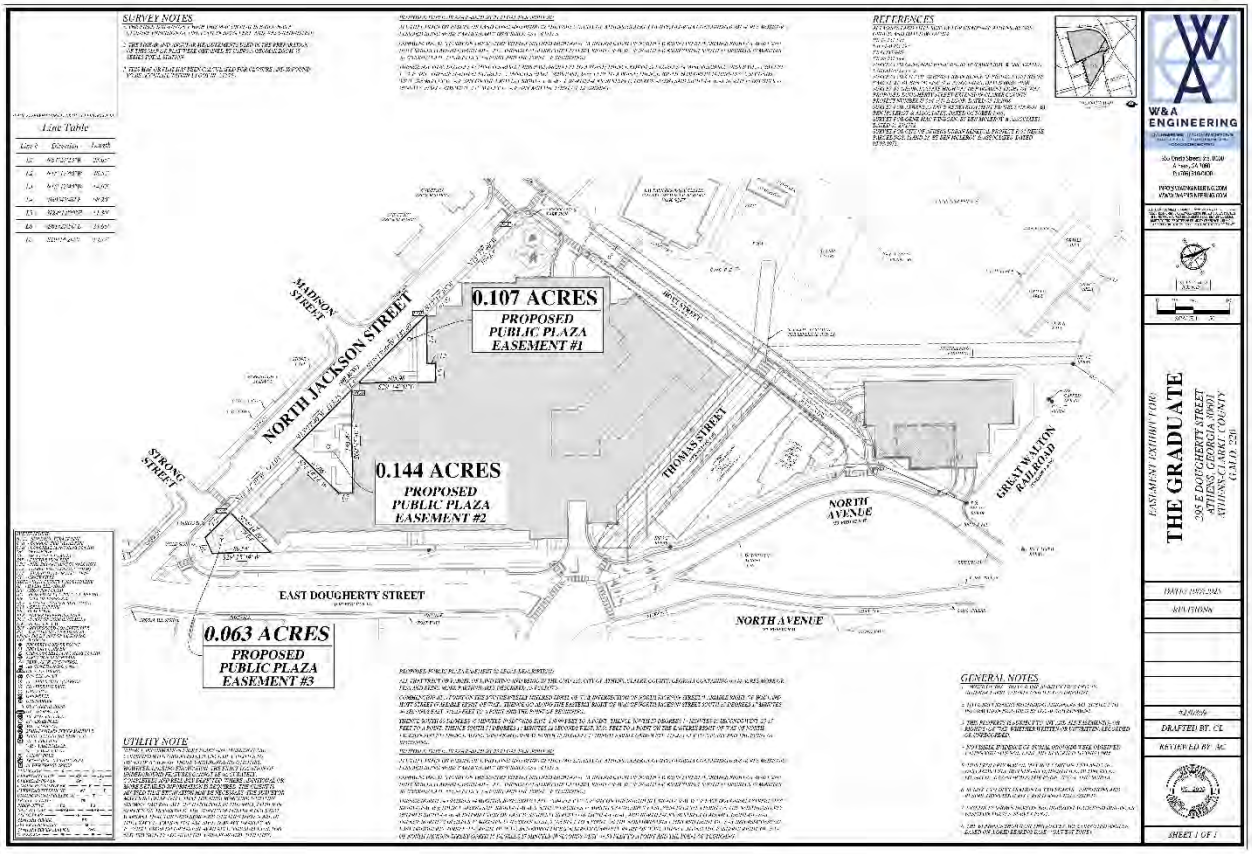


EXHIBIT E

Pedestrian Plaza Easement Legal Description

EASEMENT #1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE GMD 220, CITY OF ATHENS, CLARKE COUNTY, GEORGIA CONTAINING 0.107 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY MITERED RIGHT-OF-WAY INTERSECTION OF NORTH JACKSON STREET (VARIABLE RIGHT-OF-WAY) AND HOYT STREET (VARIABLE RIGHT-OF-WAY); THENCE GO ALONG THE EASTERLY RIGHT-OF-WAY OF NORTH JACKSON STREET SOUTH 15 DEGREES 17 MINUTES 40 SECONDS EAST, 171.16 FEET TO A POINT AND THE POINT OF BEGINNING;

THENCE SOUTH 60 DEGREES 45 MINUTES 40 SECONDS EAST, 68.20 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 11.30 FEET TO A POINT; THENCE SOUTH 61 DEGREES 27 MINUTES 50 SECONDS EAST, 24.66 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 105.98 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH JACKSON STREET; THENCE ALONG SAID RIGHT-OF-WAY NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 132.40 FEET TO A POINT AND THE POINT OF BEGINNING.

EASEMENT #2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE GMD 220, CITY OF ATHENS, CLARKE COUNTY, GEORGIA CONTAINING 0.144 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY MITERED RIGHT-OF-WAY INTERSECTION OF NORTH JACKSON STREET (VARIABLE RIGHT-OF-WAY) AND HOYT STREET (VARIABLE RIGHT-OF-WAY); THENCE GO ALONG THE EASTERLY RIGHT-OF-WAY OF NORTH JACKSON STREET SOUTH 15 DEGREES 17 MINUTES 40 SECONDS EAST, 318.25 FEET TO A POINT AND THE POINT OF BEGINNING;

THENCE SOUTH 60 DEGREES 45 MINUTES 40 SECONDS EAST, 140.99 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 19.17 FEET TO A POINT; THENCE SOUTH 74 DEGREES 14 MINUTES 12 SECONDS WEST, 87.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH JACKSON STREET; THENCE ALONG SAID RIGHT-OF-WAY NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 113.25 FEET TO A POINT AND THE POINT OF BEGINNING.

EASEMENT #3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE GMD 220, CITY OF ATHENS, CLARKE COUNTY, GEORGIA CONTAINING 0.063 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY MITERED RIGHT-OF-WAY INTERSECTION OF NORTH JACKSON STREET (VARIABLE RIGHT-OF-WAY) AND HOYT STREET (VARIABLE RIGHT-OF-WAY); THENCE GO ALONG THE EASTERLY RIGHT-OF-WAY OF NORTH JACKSON STREET SOUTH 15 DEGREES 17 MINUTES 40 SECONDS EAST, 555.54 FEET TO A POINT AND THE POINT OF BEGINNING;

THENCE NORTH 74 DEGREES 14 MINUTES 20 SECONDS EAST, 78.04 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST DOUGHERTY STREET (118' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY SOUTH 29 DEGREES 15 MINUTES 34 SECONDS WEST, 80.54 FEET TO A POINT ON THE NORTHEASTERLY MITERED RIGHT-OF-WAY INTERSECTION OF EAST DOUGHERTY STREET (118' RIGHT-OF-WAY) AND NORTH JACKSON STREET (VARIABLE RIGHT-OF-WAY); THENCE NORTH 84 DEGREES 23 MINUTES 23 SECONDS WEST, 23.05 FEET TO A POINT ON THE NORTHWESTERLY MITERED RIGHT-OF-WAY INTERSECTION OF EAST DOUGHERTY STREET (118' RIGHT-OF-WAY) AND NORTH JACKSON STREET (VARIABLE RIGHT-OF-WAY); THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF NORTH JACKSON STREET NORTH 15 DEGREES 17 MINUTES 40 SECONDS WEST, 48.53 FEET TO A POINT AND THE POINT OF BEGINNING.

Exhibit 3.6

Historic Façade Easement

After recording, return to:

Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Bldg. 200, Ste. 3A
Athens, GA 30606
Attn: David F. Ellison

DEED OF HISTORIC PRESERVATION CONSERVATION EASEMENT

THIS DEED OF HISTORIC PRESERVATION CONSERVATION EASEMENT (this "Agreement") is entered into this ____ day of _____, 2025, by and between **CS ACQUISITION VEHICLE, LLC**, a Delaware limited liability company, having a notice address of _____ ("Grantor") and **THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**, a body politic and corporate and a political subdivision of the State of Georgia, having a notice address of _____ ("Grantee").

WITNESSETH:

WHEREAS, Grantee is a governmental body empowered to hold an interest in real property under the laws of the State of Georgia and is a qualified holder pursuant to the provisions of the Georgia Uniform Conservation Easement Act (O.C.G.A. Sections 44-10-1 through 44-10-8, herein, the "Act");

WHEREAS, Grantor is owner in fee simple of the improved real property described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the Property contains certain historic improvements known as the foundry structure shown and depicted on Exhibit "B" attached hereto and incorporated herein (the "Foundry");

WHEREAS, Grantor and Grantee recognize the historical, architectural and cultural values and significance of the Foundry, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Foundry;

WHEREAS, both Grantor and Grantee desire that the entire structure of the Foundry and particularly its exterior facades located on the Property is protected and maintained in conformance with the provisions hereof;

WHEREAS, the specific conservation values of the Foundry are documented in a set of reports, drawings, and photographs ("Baseline Documentation") attached hereto as Exhibit "C" and incorporated herein by reference, and the parties agree such Baseline Documentation provides an accurate representation of the exterior facades as of the effective date of this grant;

WHEREAS, the grant of a preservation and conservation easement on the exterior facades will assist in preserving and maintaining the exterior facades and its historical, architectural and cultural features for the benefit of the people of the County of Athens-Clarke, the State of Georgia, and the United States of America;

WHEREAS, Grantor further intends, as the owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Foundry in perpetuity, and further desires that this gift to Grantee qualifies as a "qualified conservation contribution" as defined in Section 170(h) of the Code;

WHERAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and generations to come; and

WHEREAS, Grantor and Grantee specifically agree that this Agreement shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor", when used herein, shall include such persons whether or not such persons have signed this instrument or then have an interest in the Property. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Property by reason of a bona fide transfer for value. Any right, title, or interest herein granted to Grantee shall also be deemed granted to each successor or assign of Grantee and each such following successor or assign thereof, and the word "Grantee" shall include all successors or assigns.

NOW, THEREFORE, in furtherance of this common desire and in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor voluntarily grants to Grantee a perpetual, irrevocable conservation easement over, across, through and upon the exterior facades, as such a conservation easement is defined in the Act, all in accordance with such further terms and conditions set forth herein (the "Easement").

Grantor and Grantee hereby further agree as follows:

1. Purpose. It is the purpose of this Agreement to assure that the Foundry will be retained forever predominantly in its historic condition and to prevent any use of the Foundry that will significantly impair or interfere with the conservation values of the Foundry.

2. Rights of the Grantee. To accomplish the purpose of this Agreement, the following rights are conveyed to Grantee by this Agreement:

a. To preserve and protect the conservation values of the Foundry;

b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Agreement; provided that such entry shall be upon reasonable prior written notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

c. To prevent any activity on or use of the Foundry that is inconsistent with the purpose of this Agreement and to require the restoration of such areas or features of the Foundry that may be damaged by ay inconsistent activity or use, pursuant to the terms of this Agreement.

3. Prohibited Uses. Any activity on or use of the Foundry inconsistent with the purpose of this Agreement is prohibited. Without limiting the generality of the foregoing, the following

activities and uses are expressly prohibited without the prior written consent of Grantee, in the form of a Notice to Proceed (as defined herein), which consent may be withheld by Grantee in its sole discretion:

a. Any alteration, construction, remodeling, demolition, or reconstruction of existing improvements on any façade of the Foundry which would change the present appearance of any façade of the Foundry, increase the height, or alter the roof; or

b. The exterior extension of the existing structure or the erection of any new or additional structures attached to the facades of the Foundry; provided, however, that the cleaning, reconstruction, repair, repainting, or refinishing of presently existing elements of the facades, damage to which has resulted from destruction or deterioration, shall be permitted without the consent of Grantee, so long as it is performed in a manner which will leave unchanged the appearance of the facades as they exist at this date.

4. Standards for Rehabilitation and Review. In performing and completing any restoration or rehabilitation of or to the Foundry, exercising any authority created by this Agreement to inspect the Foundry; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Foundry following casualty damage, Grantor and Grantee shall adhere to and apply the Secretary of the Interior's Standards for Rehabilitation, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior, and, at Grantee's option, state or local standards reasonably considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant district (collectively, the "Standards"). Grantor agrees to abide by the Standards as in effect from time to time in performing all renovations to or rehabilitation of the Foundry and all ordinary repair and maintenance work. In the event the Standards are abandoned or materially altered or otherwise become, in the sole judgment of Grantee, inappropriate for the purposes set forth above, then Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Notice of Intention to Undertake Certain Permitted Actions; Requirements for Response by Grantee. Grantee shall be given prior written notice by Grantor of any proposed alterations to the exterior facades and have sufficient opportunity to respond to details of the proposal (measured drawings, sketches, renderings, etc.). The purpose of requiring notice to Grantee prior to undertaking certain permitted activities is to afford Grantee an adequate opportunity to provide comment on the proposal, accept or decline the proposal in whole or in part, and monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of this Agreement. Whenever notice is required, Grantor shall notify Grantee in writing at least thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and other material aspects of the proposal in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Standards and the purpose of this Agreement. The Grantee shall notify the Grantor of its decision to consent to requests for these activities (issuing a "Notice to Proceed") or its disapproval within thirty (30) days, and failure to respond within thirty (30) days shall be deemed approval by Grantee. Any disapproval must state the reasons for denial according to the Standards.

6. Maintenance of Foundry. Grantor agrees at all times to maintain the facades herein described and the exterior appearance of such in a good and sound state of repair. Grantor further agrees to adequately monitor the structural integrity of the Foundry and will take immediate action to ensure

that all foundations, exterior walls, structural components, roofing components, and all other parts of the building are kept in a sound state of repair so that the conservation values of the Foundry are protected for the benefit of future generations.

7. Agreement Shall Run With the Land; Conditions on Conveyance. The conservation easement conveyed hereby shall run with the land and be binding on the Grantor, its successors, and assigns in perpetuity from the date of execution of this agreement. The Grantor agrees to insert an appropriate reference to this Agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the exterior facades, or any part thereof.

8. Enforcement. Grantee shall have the right to prevent and cause violations of the terms of this Agreement to be corrected. If the Grantee, upon inspection of the exterior facades, finds a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical, or architectural importance of the exterior facades, the Grantee shall give the Grantor sixty (60) days' written notice of the violation and opportunity to cure the violation before taking any formal action, including, but not limited to, any legal action. If a court of competent jurisdiction determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently.

9. Violations. Grantor will, at Grantor's expense, cure any breach or violation of the terms of this Agreement after receiving notice or knowledge thereof and diligently pursues the cure to completion. Upon any breach of the terms of this Agreement by Grantor, Grantee shall, in addition to the rights conferred on Grantee by the paragraph above, have the following rights which shall be cumulative and shall be in addition to any other rights and remedies available to Grantee, at law or in equity:

a. to require restoration of the exterior facades to their condition at the time of the granting of this Agreement or to the enhanced condition of the exterior facades as a result of the requirements for repair, restoration or maintenance contained in this Agreement;

b. to enjoin any further breach or enforce any covenant hereof by action in an appropriate court of competent jurisdiction; and/or

c. to recover damages for any breach of the conditions hereof or for the purpose of accomplishing the restoration of the exterior facades thereon by Grantee; and/or,

Rights under this Agreement apply equally in the event of either actual or threatened violations of the terms of this Agreement. Remedies of law for any violation of the terms of this Agreement may be inadequate, and, in such event, injunctive relief, both prohibitive and mandatory, shall be appropriate in addition to such other relief to which the enforcing party may be entitled, including specific performance of the terms of this Agreement.

10. Acts Beyond Control. Nothing contained in the Agreement shall be construed to entitle Grantee to bring any action for any injury to or change in the exterior facades resulting from extraordinary causes, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken under emergency conditions to prevent, abate, or mitigate significant injury to the exterior facades resulting from such causes.

a. In the event that the exterior facades or any parts of same shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within thirty (30) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the exterior facades and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within sixty (60) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee; this report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the rehabilitation of the exterior facades and/or reconstruction of damaged or destroyed portions of the exterior facades; and (iii) a report of such restoration/reconstruction work necessary to return the exterior facades to the condition existing at the effective date of this instrument.

b. If, after reviewing the report provided by Grantor and assessing the availability of insurance proceeds after satisfaction of any Mortgagee's claims, Grantor and Grantee agree that the purpose of the Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the exterior facades in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

c. If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any Mortgagee's claims, Grantor and Grantee agree that restoration/reconstruction of the exterior facades is impractical or impossible, or agree that the purpose of the Agreement would not be served by such restoration/reconstruction, Grantor may, but only with the prior written consent of Grantee, alter, demolish, remove, or raze one or more of the exterior facades, and/or construct new improvements on the exterior facades. Grantor and Grantee may agree to extinguish the Easement in whole or in part in accordance with the laws of the State of Georgia.

d. If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any Mortgagee's claims, Grantor and Grantee are unable to agree that the purpose of the Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the State of Georgia's arbitration statute then in effect or in accordance with the following arbitration process: Within thirty (30) days of the receipt of a request by either party, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with state arbitration statute/other appropriate body of rules then in effect. The sole matter to be considered and determined pursuant to the arbitration shall be whether restoration/reconstruction of the exterior facades is impractical or impossible or whether the purpose of the Agreement would not be served by restoration/reconstruction following casualty loss. The matter shall be settled in accordance with state arbitration statutes/any other appropriate body of rules then in effect, and a judgment on the arbitration award may be entered in any court having competent jurisdiction over this dispute. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum and for all its costs and expenses related to such arbitration,

including, without limitation, the fees and expenses of the arbitrators and attorneys' fees, which shall be determined by the arbitrator(s) and any court of competent jurisdiction that may be called upon to enforce or review the award.

11. Mortgage Holders. Grantor and Grantee agree that the rights of holders of mortgages, deeds of trust, security deeds and similar encumbrances of the Property recorded after recordation of this Agreement (collectively, "Mortgagees") are subject and subordinate at all times to the rights of Grantee to enforce this Agreement. The following provisions apply to all Mortgagees hereafter creating a mortgage, deed of trust, security deed or similar encumbrance (collectively, "Mortgage") on the Property:

a. If a Mortgage grants to a Mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of power of eminent domain as to all or any part of the Property or the right to receive insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property, the Mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the Mortgage is satisfied and discharged, notwithstanding that the Mortgage is subordinate in priority to the Agreement.

b. If a Mortgagee receives an assignment of the leases, rents, and profits of the Property as security or additional security for a loan, then the Mortgagee shall have a claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until said Mortgagee's debt is paid off, notwithstanding that the Mortgage is subordinate to the Agreement

c. Until a Mortgagee or purchaser at foreclosure obtains ownership of the Property following foreclosure of its Mortgage or deed in lieu of foreclosure, the Mortgagee or purchaser shall have no obligation, debt, or liability under the Agreement.

d. Before exercising any right or remedy due to breach of the Agreement except the right to enjoin a violation hereof, Grantee may give all Mortgagees of record written notice describing the default and the Mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default.

e. Nothing contained in the above paragraphs or in the Agreement shall be construed to give any Mortgagee the right to extinguish this Agreement by taking title to the Property by foreclosure or otherwise.

12. Amendments. The parties may, by mutual written agreement, jointly amend this Agreement provided that no amendment shall be made that will adversely affect the qualification of this Agreement or the status of Grantee under any applicable laws, including those of the State of Georgia. Any such amendment shall be consistent with the protection of the conservation and preservation values of the exterior facades and the purpose of this Agreement; shall not affect its duration; shall not permit additional residential and/or commercial development on the Property other than the residential and/or commercial development permitted by this Agreement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Agreement. Any such amendment shall be recorded in the land records of Athens-Clarke County, Georgia. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment. Any such amendment shall not be effective unless it is executed in the same

manner and with the same formalities as this Agreement, refers expressly to this Agreement, and is filed with the Clerk of Superior Court of Athens-Clarke County, Georgia.

13. Severability. Should any part of this Agreement be held to be unlawful or unenforceable by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid.

14. Insurance. Grantor shall keep the Foundry insured for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and shall also maintain comprehensive general liability insurance against claims for personal injury, death and property damage of a type and in such amounts as would, in the opinion of Grantee, normally be carried on a Property such as the exterior facades protected by a similar easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee fully executed copies of such insurance policies evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. Grantee shall have the right to provide insurance at Grantor's cost and expense, should Grantor fail to obtain same. In the event Grantee obtains such insurance, the cost of such insurance shall be a lien on the Property until repaid by Grantor.

15. Taxes. Grantor shall pay any and all taxes assessed against the Property.

16. Transfer of Agreement. In the event Grantee ceases to exist, no longer qualifies as a "qualified organization" under the provisions of the Georgia Uniform Conservation Easement Act (O.C.G.A. Sections 44-10-1 through 44-10-8) or a comparable provision in any subsequent revision of the Code, or determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce said rights, or is otherwise prevented from enforcing its rights under this instrument, Grantee shall as soon as practical convey all its rights under this instrument and deliver a copy of this instrument to another organization designated by the Grantee to ensure that the Agreement is enforced. Further, this Agreement is transferable by Grantee, but Grantee may assign its rights and obligations under this Agreement only to any organization that is a qualified organization pursuant to the provisions of the Georgia Uniform Conservation Easement Act (O.C.G.A. Sections 44-10-1 through 44-10-8. As a condition of such transfer, Grantee shall require that the preservation values that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment.

17. General Provisions.

a. *Notices*. Any notices required to be given by the terms of this Agreement shall be delivered either by hand or by overnight delivery to the addresses set forth in the introductory paragraph of this Agreement. The parties may provide alternative notice addresses as may be necessary.

b. *Duration*. This Agreement is granted in perpetuity commencing on the date when this instrument is filed for record with the Clerk of Superior Court of Athens-Clarke County, Georgia.

c. *Controlling Law*. The interpretation and performance of this Agreement shall be governed by the laws of the State of Georgia. Activities prohibited by local ordinances are not permitted by this document.

d. *Construction*. Any general rule of construction to the contrary notwithstanding, this Agreement shall be construed liberally to effect the purpose of this Agreement and the policy and purposes of the Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

e. *Severability*. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstance other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

f. *Entire Agreement*. This instrument sets forth the entire agreement of the parties with respect to the Easement herein conveyed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Agreement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless in writing and recorded in the office of the Clerk of Superior Court of Athens-Clarke County, Georgia.

g. *Joint Obligation*. The obligations imposed by this Agreement upon Grantor shall be joint and several.

h. *Successors*. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the property for ten years.

i. *Termination of Rights and Obligations*. A party's rights and obligations under this Agreement terminate upon transfer of the party's interest in the Agreement or property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

j. *Heading*. The paragraph and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of the Agreement.

k. *Counterparts*. The parties may execute this instrument in two or more counterparts, which shall in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any of the parties. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the foregoing Agreement has been executed under seal as of the date and year first above written.

GRANTOR:

CS ACQUISITION VEHICLE, LLC,
a Delaware limited liability company

Signed, sealed, and delivered
in the presence of:

_____
Unofficial Witness

By: _____
Name, Title

_____
Notary Public

My commission expires:

[AFFIX NOTARY SEAL]

GRANTEE:

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and political subdivision of the State of Georgia

Signed, sealed, and delivered
in the presence of:

_____
Unofficial Witness

By: _____
Name, Title

_____
Notary Public

Attest:_____
Name, Title

My commission expires:

[AFFIX NOTARY SEAL]

[EXHIBITS TO FOLLOW]

Exhibit "A"

Property Description

All that tract or parcel of land, together with improvements thereon, lying and being in G.M.D. 220, Athens-Clarke County, Georgia, containing 5.645 acres of land, more or less, and being more particularly described as:

Beginning at a point at the right-of-way (r/w) intersection of the Northern R/W of East Dougherty Street (118" R/W) and the Eastern R/W of North Jackson Street (variable R/W), said point being the TRUE POINT OF BEGINNING.

Thence, following along the Eastern R/W of North Jackson Street North 15 degrees 17 minutes 40 seconds West a distance of 282.53 feet to a point; thence North 15 degrees 17 minutes 40 seconds West a distance of 148.35 feet to a 1/2" rebar found; thence North 15 degrees 17 minutes 40 seconds West a distance of 173.19 feet to a point at the right-of-way intersection of the Eastern R/W of North Jackson Street (variable R/W) and the Southern R/W of Hoyt Street (variable R/W); thence North 19 degrees 52 minutes 11 seconds East a distance of 33.36 feet to a point on the southern right-of-way of Hoyt Street (variable R/W); thence following along said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 68.95 feet to a point: thence leaving said right-of-way and proceeding North 23 degrees 49 minutes 11 seconds West a distance of 48.50 feet to a point on the northern right-of-way of Hoyt Street (variable R/W); thence following said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 308.52 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 66 degrees 34 minutes 57 seconds East and a chord distance of 28.44 feet, and an arc length of 28.44 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 67 degrees 49 minutes 27 seconds East and a chord distance of 59.32 feet, and an arc length of 59.32 feet to a point; thence North 68 degrees 39 minutes 48 seconds East a distance of 41.47 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of North 73 degrees 48 minutes 37 seconds East and a chord distance of 13.46 feet, and an arc length of 13.47 feet to a point; thence South 60 degrees 45 minutes 40 seconds East a distance of 13.72 feet to a point; thence North 29 degrees 14 minutes 20 seconds East a distance of 9.24 feet to a point: thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of South 75 degrees 00 minutes 17 seconds East and a chord distance of 34.71 feet, and an arc length of 35.03 feet to a point; thence South 61 degrees 37 minutes 33 seconds East a distance of 14.69 feet to a point on the Northern right-of-way of North Avenue (50' R/W); thence following said right-of-way along an arc of a curve to the right, said curve having a radius of 222.64 feet, having a chord bearing of South 17 degrees 31 minutes 14 seconds West and a chord distance of 132.16 feet, and an arc length of 134.19 feet to a 1/2" rebar set; thence South 00 degrees 15 minutes 31 seconds West a distance of 142.70 to a point; thence South 02 degrees 42 minutes 47 seconds West a distance of 31.73 feet to a 1/2" rebar found at the right-of-way intersection of the Northern right-of-way of North Avenue (50' R/W) and the Northern right-of-way of East Dougherty Street (118' R/W); thence following the Northern right-of-way of East Dougherty Street (118' R/W) South 29 degrees 14

minutes 27 seconds West a distance of 332.68 feet to and iron pin found with “X” scribe; thence South 29 degrees 15 minutes 34 seconds West a distance of 298.44 feet to a point, thence leaving said right-of-way North 84 degrees 23 minutes 23 seconds West a distance of 23.05 feet to the TRUE POINT OF BEGINNING.

Exhibit “B”

Boundary Description

Exhibit “C”

Baseline Documentation

[SEE ATTACHED]

Exhibit 3.7

Artistic Mural Easement

----------Space Above This Line for Recorder's Use----------

Please cross-reference to:

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

MURAL EASEMENT AGREEMENT

This Mural Easement Agreement (this "Agreement") is made this ___ day of _____, 2025 (the "Effective Date"), by and between _____, a _____ limited liability company having its principal office at 1643 N. Milwaukee Avenue, Chicago, IL 60647 ("Grantor"), and the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and a political subdivision of the State of Georgia, having its principal office at P.O. Box 1868, Athens, Georgia 30603 ("Grantee"). (Grantor and Grantee may each be referred to in this Agreement individually as a "Party" or collectively as the "Parties.")

RECITALS

A. Grantee desires to provide for the placement of art in and on public and private locations throughout Athens-Clarke County, Georgia.

B. Grantor is the owner of certain real property located at 265 East Dougherty Street in Athens-Clarke County, Georgia, according to the present system of numbering properties therein, being more particularly described in the attached **Exhibit A**, which is incorporated in this Agreement by this reference, together with improvements thereon as the same may exist from time to time (the "Property").

C. Grantor intends to erect improvements on the Property in accordance with plans attached hereto as **Exhibit B** ("the Development")

D. Grantor is willing to make available to Grantee One Thousand (1,000) square feet of wall frontage of the Development facing Jackson Street for the placement of public art, such public art being more particularly described and depicted, and its location depicted in the

attached **Exhibit C**, which is incorporated in this Agreement by this reference (the "Mural").

OPERATIVE TERMS

IN CONSIDERATION OF, and incorporating, the foregoing recitals and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant. Grantor does now convey, grant and warrant to Grantee, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Mural on the Property in the location set forth in this Agreement. The Mural shall at all times depict the artwork set forth on Exhibit C attached hereto, unless Grantor shall consent in writing for Grantee to change the Mural, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Term; Termination. The term of this Agreement shall be perpetual in duration unless otherwise specifically provided herein. Grantee may terminate this Agreement upon thirty (30) days' written notice to Grantor. Grantee agrees and warrants that upon such termination, Grantee shall remove the Mural and the Property shall be restored to its prior condition, normal wear and tear excepted within ninety (90) days of the termination of this Agreement, unless Grantor notifies Grantee within sixty (60) days of receipt of Grantee's notice to terminate that Grantor desires to retain the Mural at which point Grantee will be excused from any obligation to repair, maintain or remove the Mural. If Grantee shall fail to perform Grantee's obligations under this Agreement, Grantor may terminate this Agreement after providing Grantee with written notice and a thirty (30) day opportunity to cure such failure. If Grantee fails to cure by performing its obligations under this Agreement within such thirty (30) day period, and Grantor elects to exercise its right of termination, Grantee agrees and warrants that the Mural shall be removed from the Property and the Property restored to its prior condition, normal wear and tear excepted. Such removal shall occur within ninety (90) days of the termination of the easement, unless this period is extended in writing by Grantor. In the event Grantee shall fail to remove the Mural within the timeframes set forth herein, Grantor may remove the Mural and Grantee shall reimburse Grantor for the cost thereof within ten (10) days of demand. Grantor may terminate this Agreement if the Property is redeveloped, repurposed, reconstructed, altered, or used in any manner other than in substantially the same form and manner as the Development, provided that Grantor may not exercise this right to terminate until after the thirtieth (30th) anniversary from the Effective Date, and Grantor shall be solely responsible for the costs of removal of the Mural. The Agreement shall also terminate if the Development is destroyed or damaged by fire or other casualty and the Grantor does not undertake to complete the restoration of the Development to substantially the same condition as it existed prior to the date of such casualty within one (1) year of the loss. Upon termination of this Agreement for any reason, the Parties agree to record such termination in the real property records of the Clerk of the Superior Court of Athens-Clarke County, Georgia. Grantee's obligations under this Section 2 shall survive the termination of this Agreement.

3. Maintenance. Grantee shall be responsible for maintaining, repairing and if

necessary replacing the Mural during the term of this Agreement. Grantee shall keep the Mural in good and sightly condition throughout the term of this Agreement. Grantee shall provide at least thirty (30) days advance written notice to Grantor for any repairs or maintenance and any repairs or maintenance shall be completed within thirty (30) days of the commencement of said repairs or maintenance. Grantee shall make no modifications to the Mural except as expressly set forth in this Agreement. In the event Grantee shall fail to perform its obligations hereunder and such failure shall continue for a period of thirty (30) days after receipt of written notice from Grantor, Grantor shall have the right to terminate this Agreement with written notice to Grantee.

4. Grantor's Representations. Grantor shall not interfere with the appearance or artistic impression of the Mural by placing obstructions on or in front of the Mural, by erecting structures adjacent to, above or below the Mural or by undertaking other measures that would detract from enjoyment of the Mural. Notwithstanding the foregoing, if repair, maintenance or replacement of any portion of the Property upon which the Mural is located or within any other area that would impact the Mural, Grantor shall have the right to make such repair, maintenance or replacement with thirty (30) days written notice to Grantee, except in the event of emergency, in which event no notice shall be required. In such event, following the completion of such work, Grantee shall promptly repair or replace any damaged portion of the Mural and Grantor shall reimburse Grantee for the reasonable cost thereof within thirty (30) days of receipt of an invoice therefor.

5. Ownership. Grantee retains all ownership rights to the Mural as an artistic work, including marketing, copyright and exhibition rights. Grantor shall be entitled to include the Mural in photographs, films or videotapes of the Property. Grantor retains a fee simple interest in the Property and has not dedicated the Mural or any rights under this Agreement for public use, and nothing contained in this Agreement shall be construed as a dedication for public use. Grantee has not accepted the Mural for public use, and there shall be no implied dedication for public use for the Mural or any other rights under this Agreement. Before Grantee accepts a dedication of the Mural for public use or takes the position that Grantor's actions have amounted to a dedication for public use, the Grantee shall provide at least ninety (90) days written notice to Grantor that Grantee intends to accept a dedication of the Mural for the public use, and Grantor shall have the absolute right to terminate this Agreement and any rights Grantee may possess under this Agreement.

6. Binding Effect. Subject to the conditions set forth in this Agreement, the easement granted in this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the Property.

7. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, save and hold harmless Grantor, its officers, members, managers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorneys' fees, arising from the acts or omissions of Grantee, its officers, agents, employees, guests and business invitees caused or incurred by Grantee, its officers, agents, employees, guests or business invitees, and not caused by or arising out of the tortious conduct of Grantor or its officer, agents, employees, guests or business invitees.

8. Notice. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) upon three (3) calendar days after the date on which such notice is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the following address:

If to Grantor:

_____
1643 N. Milwaukee Avenue
Chicago, IL 60647
Attention:
Email:

With a copy to:

Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, GA 30601
Attention: Trevor T. Jones; David F. Ellison
Email: ttj@fbglaw.com; dfe@fbglaw.com

If to Grantee:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
P.O. Box 1868
Athens, Georgia 30603
Attention:
Email:

With a copy to:

Notice may also be given by regular mail, personal delivery, courier delivery, email or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Agreement.

9. Amendment. The Parties reserve the right to modify this Agreement, from time-to-time, by mutual agreement. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.

10. Recording. Grantee shall record this Agreement in executed, recordable format in the real estate records of the Clerk of the Superior Court of Athens-Clarke County, Georgia, at Grantee's sole expense.

11. Severability. Should any term, provision, condition or other portion of this Agreement or the application of such term, provision, or condition be held to be inoperative, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by such holding and shall continue in full force and effect.

12. No Waiver. No waiver of full performance by any Party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Mural Easement Agreement as of the Effective Date.

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

GRANTOR:

_____,

By: _____
Name:
Title:

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

GRANTEE:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and a political subdivision of the State of Georgia

By: _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land, together with improvements thereon, lying and being in G.M.D. 220, Athens-Clarke County, Georgia, containing 5.645 acres of land, more or less, and being more particularly described as:

Beginning at a point at the right-of-way (r/w) intersection of the Northern R/W of East Dougherty Street (118" R/W) and the Eastern R/W of North Jackson Street (variable R/W), said point being the TRUE POINT OF BEGINNING.

Thence, following along the Eastern R/W of North Jackson Street North 15 degrees 17 minutes 40 seconds West a distance of 282.53 feet to a point; thence North 15 degrees 17 minutes 40 seconds West a distance of 148.35 feet to a 1/2" rebar found; thence North 15 degrees 17 minutes 40 seconds West a distance of 173.19 feet to a point at the right-of-way intersection of the Eastern R/W of North Jackson Street (variable R/W) and the Southern R/W of Hoyt Street (variable R/W); thence North 19 degrees 52 minutes 11 seconds East a distance of 33.36 feet to a point on the southern right-of-way of Hoyt Street (variable R/W); thence following along said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 68.95 feet to a point: thence leaving said right-of-way and proceeding North 23 degrees 49 minutes 11 seconds West a distance of 48.50 feet to a point on the northern right-of-way of Hoyt Street (variable R/W); thence following said right-of-way North 66 degrees 10 minutes 49 seconds East a distance of 308.52 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 66 degrees 34 minutes 57 seconds East and a chord distance of 28.44 feet, and an arc length of 28.44 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 2025.00 feet, having a chord bearing of North 67 degrees 49 minutes 27 seconds East and a chord distance of 59.32 feet, and an arc length of 59.32 feet to a point; thence North 68 degrees 39 minutes 48 seconds East a distance of 41.47 feet to a point; thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of North 73 degrees 48 minutes 37 seconds East and a chord distance of 13.46 feet, and an arc length of 13.47 feet to a point; thence South 60 degrees 45 minutes 40 seconds East a distance of 13.72 feet to a point; thence North 29 degrees 14 minutes 20 seconds East a distance of 9.24 feet to a point: thence following an arc of a curve to the right, said curve having a radius of 75.00 feet, having a chord bearing of South 75 degrees 00 minutes 17 seconds East and a chord distance of 34.71 feet, and an arc length of 35.03 feet to a point; thence South 61 degrees 37 minutes 33 seconds East a distance of 14.69 feet to a point on the Northern right-of-way of North Avenue (50' R/W); thence following said right-of-way along an arc of a curve to the right, said curve having a radius of 222.64 feet, having a chord bearing of South 17 degrees 31 minutes 14 seconds West and a chord distance of 132.16 feet, and an arc

length of 134.19 feet to a 1/2" rebar set; thence South 00 degrees 15 minutes 31 seconds West a distance of 142.70 to a point; thence South 02 degrees 42 minutes 47 seconds West a distance of 31.73 feet to a 1/2" rebar found at the right-of-way intersection of the Northern right-of-way of North Avenue (50’ R/W) and the Northern right-of-way of East Dougherty Street (118’ R/W); thence following the Northern right-of-way of East Dougherty Street (118’ R/W) South 29 degrees 14 minutes 27 seconds West a distance of 332.68 feet to and iron pin found with “X” scribe; thence South 29 degrees 15 minutes 34 seconds West a distance of 298.44 feet to a point, thence leaving said right-of-way North 84 degrees 23 minutes 23 seconds West a distance of 23.05 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

DEVELOPMENT

EXHIBIT C

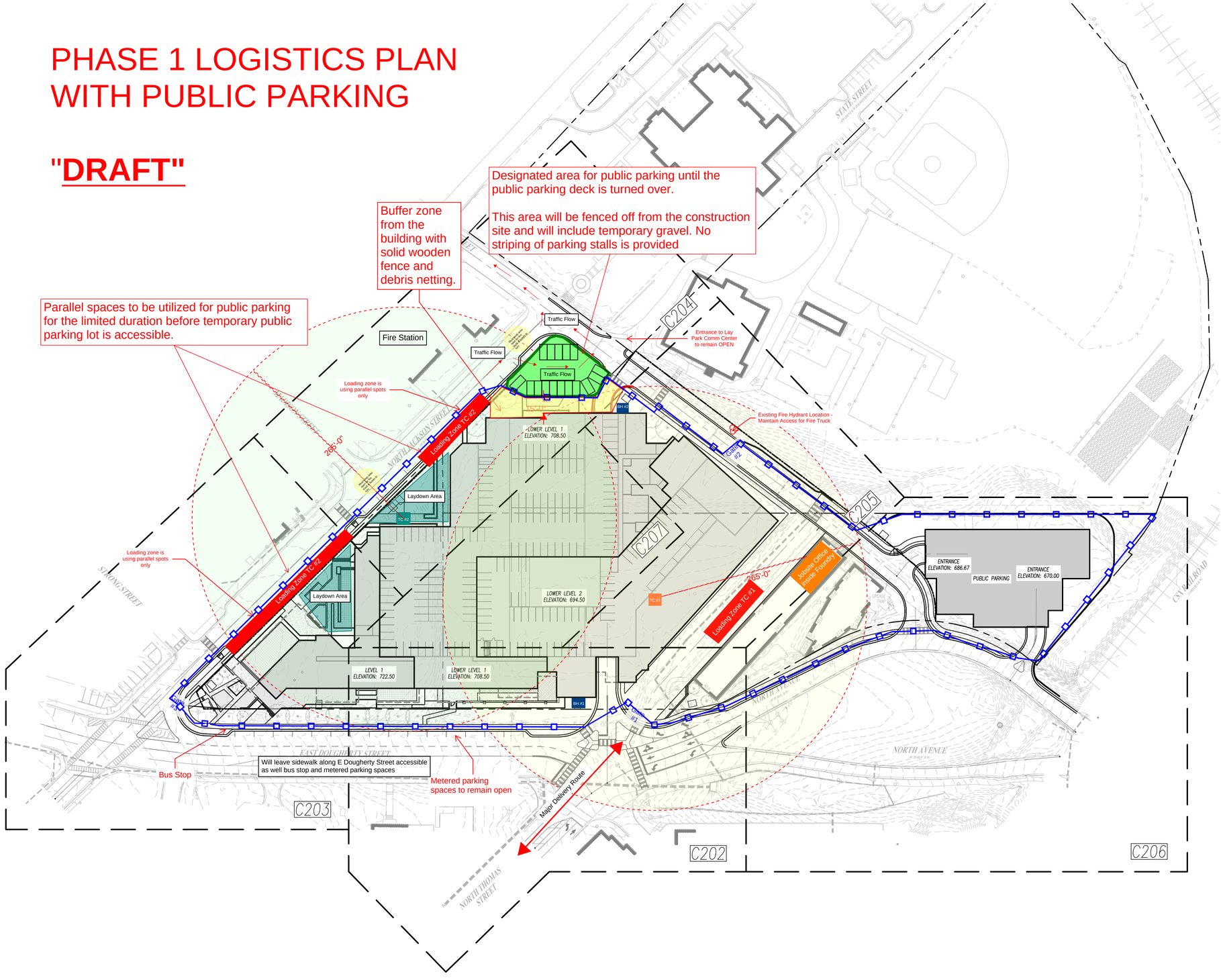
MURAL

Exhibit 3.9

Core Project Logistics Plan

PHASE 1 LOGISTICS PLAN WITH PUBLIC PARKING

"DRAFT"



SCALE 1" = 60'

30 60 120

W&A ENGINEERING

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

355 Oneta Street, Suite D100
Athens, GA 30601
P: (706) 310-0400 • F: (706) 310-4011
waengineering.com

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

HUB II ATHENS

ATHENS-CLARKE COUNTY, GEORGIA

295 E DOUGHERTY ST - +/- 4.52 ACRES

CORE SPACES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: XX/XX/XX

ISSUANCE DATE: 07/18/2025

07/18/2025

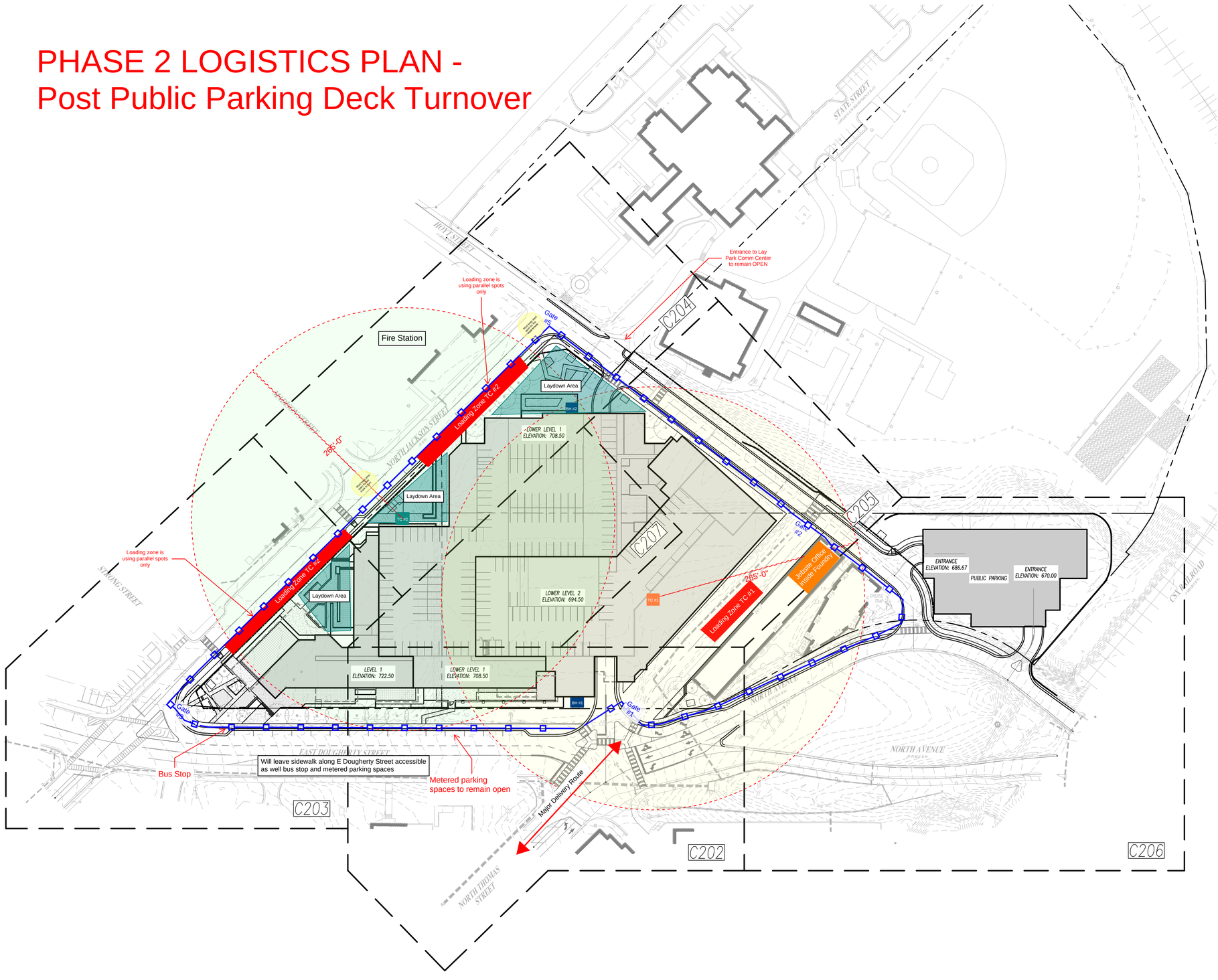
W&A PROJECT #: 230369

SITE PLAN

C201

X:\Projects\2023\230369\the gradiate\Design construction\SITE-230369.dwg 7-18-25 02:36:46 PM dmmrce

PHASE 2 LOGISTICS PLAN -
Post Public Parking Deck Turnover



W&A ENGINEERING

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

355 Oneta Street, Suite D100
Athens, GA 30601
P: (706) 310-0400 • F: (706) 310-4011
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DATE	COMMENT

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ISSUANCE DATE: 07/18/2025

07/18/2025

W&A PROJECT #: 230369

SITE PLAN

C201

SCALE 1" = 60'

X:\Projects\2023\230369-the graduate\Design\construction\SITE-230369.dwg 7-18-25 02:06:46 PM dmimez

Exhibit 4.2

Form of Contract for Architectural Services

DRAFT

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «___» day of «_____» in the year «20___»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Core _____ LLC»
«c/o Core Spaces»
«1643 N. Milwaukee Ave., 5th Fl.»
«Chicago, IL 60647»
«Attn: Marc Lifshin»
«Phone: (773) 969-5740»

and the Architect:
(Name, legal status, address and other information)

« »«Northworks Architects and Planners, LLC»« »
«1512 North Throop Street»
«Chicago, Illinois 60642»
«Attention: Chirag Patel, Principal, RA»
«Phone: (312) 440-9850»

for the following Project:
(Name, location and detailed description)

« »«The Hub Athens II – Public Precast Parking Garage»
«295 E. Dougherty Street»
«Athens, Georgia 30601»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the "Initial Information" set forth in this Section 1.1. and in Architect's Proposal dated _____ (the "Proposal"), attached as Exhibit "A" hereto and made a part hereof.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Architectural and engineering services and drawings include the following "Basic Services":

I. **Entitlements/Zoning/Neighborhood Meetings -** See Architect's Proposal at Exhibit "A" for additional detail.

Prepare exhibits and attend meetings if required for zoning/planning/neighborhood approval including, but not limited to:

a. Community/Neighborhood Meetings
b. Meeting with Department of Planning and Engineering/City staff
c. Presentation to Zoning/Planning Commission if required under the normal permit process
d. Material boards
e. Photo-realistic exterior renderings
f. Shadow study

II. **Concept / Schematic Design -** See Architect's Proposal at Exhibit "A" for additional detail.

Prepare the following drawings and documentation for presentation to client and city zoning / planning department: site plans, landscape plans, coordinate civil engineering plans, building plans of all levels of the buildings at 1/8" = 1'-0" scale, upper level amenity spaces, building elevations at 1/8"=1'-0" scale, "street" elevations of all buildings,

student residential rooms at 1/4"=1'-0" scale, building sections at 1/8"=1'-0", photo-realistic renderings of the buildings' exterior, preliminary structural framing plans, coordinate MEP/FP systems descriptions, area analysis, and outline specifications.

- Architect will include time to coordinate rendering with third party renderer.
- Architect will work with Owner to obtain General Contractor Cost estimates.
- Architect will work with Owner to obtain entitlement approval from City.
- Architect will provide presentation materials for use by Owner to market the Project to prospective retailers and investors.
- Drawings and supporting documentation and materials will describe the design of the Project, with the scale and relationships of the general materials, proportions, details and functional elements of the buildings.

III. **Design Development -** See Architect's Proposal at Exhibit "A" for additional detail.

Definite progression of the design integrating site, civil, landscape, utilities, Architectural, MEP/FP and Structural Systems and prepare the following new drawings: site plans of the Property, landscape plans of the Property, coordinate civil engineering plans of the Property, floor plans of all levels of the buildings, reflected ceiling plans of typical student residential floors, enlarged student residential floor plans, enlarged plan of the public areas and back of house areas of the residential building, detail plans of amenity level, rendered building sections, exterior elevations of the buildings, exterior sections of the proposed building enclosures, enlarged drawings and sections through the buildings, sketches of key spaces throughout the buildings, and preliminary elevator drawings. Include offsite temporary leasing center and permanent leasing center per the leasing center work letter(s) attached hereto as Exhibit “E" and include retail space(s) per Owner retail work letter(s) attached hereto as Exhibit "F".

- Architect also to coordinate and integrate Owner provided tele/data security/access control/ CCTV
- Coordination of all design team consultants
- Selection of materials, colors and finishes
- Prepare outline specifications
- Architect will coordinate preliminary plans: structural, mechanical, electrical, plumbing and fire protection

IV. **Construction Documentation -** See Architect's Proposal at Exhibit "A" for additional detail.

Architect to prepare construction drawings to include: site plans, landscape plans and details, floor plans of all levels of the buildings, student residential unit plans, reflected ceiling plans of all the typical floors and all unique unit ceiling types, enlarged plans of the public areas of the building, building sections, building core plan and details, building entry lobby plans and details, exterior enclosure sections and details and construction details.

- Material and room finish selections
- Architect will prepare plans and details: structural, mechanical, electrical, plumbing, fire protection and security
- Architect will coordinate civil engineering plans and details
- Coordination of all design team consultants including, but not limited to, the General Contractor’s design-build consultants and subcontractors
- Drawings are prepared for bidding, permit and construction
- Architect will incorporate all Owner-approved VE items into Drawings and Specifications in order to meet Owner's budget
- Architect will prepare elevator details
- Architect to prepare and coordinate specifications for all construction disciplines
- Architect will meet with Owner, General Contractor and General Contractor’s design-build consultants and subcontractors as necessary to review the Contract Documents and coordinate the Project's documentation including updating and re-issuing portions of the issued-for-construction drawings as needed

V. **Bidding –** See Architect's Proposal at Exhibit "A" for additional detail.

Architect will assist Owner in bidding process by providing "front-end" documents, including general conditions, supplemental conditions, division one, insurance/bonding requirements, bid packages/alternates, bid forms, instruction to bidder, answering pre-bid RFI's and issuing pre-bid addenda. It is understood that Owner will have a construction representative and construction management team involved early on during this process.

VI. **Permit -** See Architect's Proposal at Exhibit "A" for additional detail.

Assist with permit acquisition for building permit(s) including meetings with authorities if required. Architect will also submit separate building permit application documents for an off-site temporary leasing office.

VII. **Construction Administration -** See Architect's Proposal at Exhibit "A" for additional detail.
The following services are included:

1. Site visitation as follows:
   a. Monthly or as needed as determined by Owner, up to Substantial Completion or as needed for completion of the Project
   b. Weekly phone coordination meetings/attendance at all construction meetings
2. Payment Review / Certification
3. All Submittals and Shop Drawings Review and approval
4. Certificate of Substantial Completion
5. Sketch Issuance RFI responses including, as necessary, as-designed record drawings
6. Final Punch List (every common/amenity space, all units, corridors, Back-of-the-House, retail/commercial spaces and all exteriors/envelope) and payment7. Amenity and Residential
8. Architect's Supplemental Instructions
9. Change Order review and analysis.
10. Architectural drawings documentation of residential unit ceiling and soffits, reflecting MEP/FP coordination adjustments during Construction Administration
11. Evaluation of Claims between Owner and General Contractor»

VIII. **Civil Engineering**
Coordinate preliminary civil engineering plans and prepare civil engineering plans and details. Including photo-metrics based on Owner's geotechnical reports.

IX. **Structural Engineering**
Coordinate preliminary structural plans and prepare structural plans and details.

X. **MEP/FP Engineering**
- Including coordination of security, low voltage and IT Design
- FP is limited to main pump room (including sizing of the pump) and incoming water service design, layout Design-Build by Subcontractor
- Owner anticipated to have major subcontractors engaged for design, engineering for bidding, permit submittal, and construction set issuance; Architect to coordinate drawings and provide updated reflected ceiling plans as needed
- Subconsultants to incorporate all Owner-approved VE items into Drawings and Specifications in order to meet Owner's budget

XI. **Accessibility/ADA Compliance**
- See the Accessibility/ADA Scope at Exhibit "D" for additional detail
- Include full review of DD and CD plans
- Include two (2) jobsite walk-throughs or as needed
- Include Letter of Compliance – stamped by Consultant

XII. **Window/Exterior Wall Consultant**

XIII. **Elevator Consultant**

XIV. **Pool Consultant**
- Including preliminary layout review and comment if required

XV. **Landscape Consultant**

XVI. **Utility Consultant [by Owner's Consultant]**
Including coordination and execution of all wet and dry utility improvements. Architect to coordinate the utility consultant's engineering plans into the Project.

XVII. **Interior Design [by Owner's Consultant]**

Layout and code compliance of building and its apartments is Architect's responsibility. Architect to coordinate interior designer's interior design into Project and work with Owner on value engineering.»

XVIII. **Marketing Plans [by Architect/Architect's Consultant]**

Subject to Section 3.4.4 below, Architect/Architect's Consultant to prepare marketing plans and materials consistent with the examples shown in Exhibit "G" attached hereto.

XIX. **Lighting Consultant**

XX. **Energy Modeling Consultant**

XXI. **Acoustic Consultant**

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Architect is collaborating with Core Spaces to provide architectural and engineering professional design services, including, but not limited to, design and consulting work necessary to plan and construct a new state-of-the-art __ story student residence mixed-use development containing approximately ___ beds located ___ block(s) from the University of _____ campus at _____. The new building will house a creative mix of studio, one, two, three, and four-bedroom student apartments with approximately ___ beds and ___ units on a typical residential floor level. Courtyards will be included on the second level to improve certain units and to provide outdoor amenity spaces. The spectacular amenity areas will be located on the _____ floor. The roof terrace of the building will house a state-of-the art pool and hot tub. A marvelous lobby will be developed on the ground floor along with a leasing office. The Building will include approximately _____ square feet of retail space. _____ (_____) parking spaces will be located on the ___ floor.

The proposed development is comprised of the following components:

Site Area:	_____ SF
Total Gross Building Area:	_____ GSF
Total Net Residential Area:	_____ NSF
Total Net Retail Area:	_____ NSF
Residential Units:	_____ units
Residential Beds:	_____ beds
Residential Bedrooms:	_____ bedrooms
Parking:	_____ parking spaces

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«The Architect and Owner are mutually working towards a design for the Project that allows its hard costs budget to not exceed _____ Dollars ($_____).»

§ 1.1.4 The Owner's anticipated design and construction milestone dates - see the Project Schedule, dated _____, 20__ attached as Exhibit "B" hereto and made a part hereof:

.1 Design phase milestone dates, if any:

«Design and Engineering _____, 20__ to _____, 20__»

.2 Construction commencement date:

«_____, 20__ to _____, 20__»

.3 Substantial Completion date or dates:

«_____, 20___»

.4 Other milestone dates:

«Entitlements – _____, 20__ to _____, 20__»
«Building Permits – _____, 20__ to _____, 20__»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive bidding among sub-contractors»

§ 1.1.6 The Owner's anticipated "Sustainable Objective" for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit (or such other addendum to this Agreement as Owner and Architect may agree upon), into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Core_____ LLC»
«c/o Core Spaces»
«1643 N. Milwaukee Ave., 5th Fl.»
«Chicago, IL 60647»
«Attn: »
«Phone: (773) 969-_____»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«Owner's Construction Manager:»

« »
«»
« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Phase I:

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.3 Phase II:

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.4 Survey:

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.5 Soils:

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.6 Other, if any:
(List any other consultants and contractors retained by the Owner.)

«Owner's general contractor ("General Contractor") [TBD]»

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« »
«»
« »
«Attn: _____»
«Phone: _____»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer [(Design/Build-Option to be retained by General Contractor)]:

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« »
« »

.2 Mechanical, Plumbing, Electrical and Fire Protection Engineer [(Design/Build-Option to be retained by General Contractor)]:

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.3 Accessibility/ADA Consultant:

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.4 Civil Engineer:

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.5 Landscape Architect:

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.6 LEED Consultant:

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.7 Fenestration Consultant:

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.8 Interior Designer:

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.9 Pool (concept design only):

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.10 Utilities:

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.11 Life Safety/Fire Code:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

«»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit (or such other addendum to this Agreement as Owner and Architect may agree upon), to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form (or such other addendum to this Agreement as Owner and Architect may agree upon), shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth and reasonably inferable from the provisions of this Agreement and the attached Proposal. Notwithstanding anything to the contrary contained in the Proposal, Subject to Section 3.1 below, only the description of the scope of Services and compensation in the Proposal shall be made a part of this Agreement; any other terms and conditions contained in the Proposal are expressly excluded from this Agreement unless otherwise stated herein. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services and provide technical and professional design and consulting work as stated herein necessary to provide a completed and functioning Project, including fully-operational (i.e., designed for its intended use) and functioning (i.e., working order) components necessary to provide a complete set of fully-permitted code compliant construction documents consistent with the professional skill and care exercised by architects with substantial experience in the design of projects of similar size, scope and complexity as the Project and practicing in the same or similar locality under the same or similar circumstances and work profile (the

"Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative approved by Owner authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain or exceed the Insurance Requirements for Architects and Consultants ("Insurance Requirements") attached as Exhibit "C" hereto and made a part hereof. Insurance maintained by Architect per the terms of this Agreement may be through a combination of primary and excess insurance through carriers authorized to do business in the state of _____, and, unless otherwise expressly set forth herein, the Commercial General Liability Policy and Umbrella Policy shall be kept in force for the duration of this Agreement and throughout the duration of the statute of repose in the State in which the Project is located. If any of the insurance coverages required under this Agreement are required to remain in force after final payment, additional certificates evidencing continuation of such coverage shall be submitted to the Owner annually until the obligation has been met. The following is a summary of the types and limits of insurance coverage required under this Agreement; provided, however, if there is any inconsistency or conflict between the insurance requirements set forth in Article 2 of the Agreement and the insurance requirements set forth in Exhibit "C," the Architect shall maintain or exceed the insurance requirements set forth in Exhibit "C".

§ 2.5.1 Commercial General Liability with policy limits of not less than «One Million Dollars» ($«1,000,000») for each occurrence and «Two Million Dollars» ($«2,000,000») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars» ($«1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect shall carry Umbrella Liability coverage in the amounts set forth on Exhibit "C" and may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «One Million Dollars» ($«1,000,000») each accident, «One Million Dollars» ($«1,000,000») each employee, and «One Million Dollars» ($«1,000,000») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Five Million Dollars» ($«5,000,000») per claim and «Five Million Dollars» ($«5,000,000») in the aggregate: See Insurance Requirements, attached at Exhibit "C" hereto for further details and requirements.

§ 2.5.7 Additional Insured Obligations. Subject to Section 2.5.10 below, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability Policies to include the Owner and all parties listed on Exhibit "C" as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's and other additional insureds' insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The names of all Architect's and its consultants' proposed insurers shall be submitted to Owner for Owner's written approval prior to commencement of the Services. Prior to commencement of the services, the Architect shall provide certificates of insurance and copies of policies, if requested, acceptable to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 Failure of the Architect or its consultants to maintain insurance required by this Agreement shall entitle the Owner to terminate Architect or direct Architect to terminate such party for cause or, at Owner's sole option, purchase such insurance and charge the cost to the Architect or deduct costs from payments otherwise due the Architect.

§ 2.5.10 The Architect and the Architect's consultants shall cause the Owner, Owner's Construction Manager, and General Contractor, such parties listed as additional insureds in Section 2.1.2 of Exhibit "C" and their respective affiliates, parent and subsidiary entities, and their respective partners, managers, members, employees, officers, directors, trustees, shareholders, representatives, agents named or identified in this Agreement, successors and assigns (the "Additional Insureds"), to be named as additional insureds on the Commercial General Liability, Automobile Liability, Umbrella Liability and Pollution Liability (if applicable) Policies required pursuant to this Agreement. The Additional Insured endorsement shall provide the following:

.1 That the coverage afforded the Additional Insureds will be primary insurance for the Additional Insureds with respect to claims arising out of operations by or on behalf of the Architect to the extent coverage is available under such policies;

.2 That if Additional Insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis; and

.3 That the amount of the insurance company's liability under the insurance policy will not be reduced by the existence of such other insurance.

§ 2.5.11 The Architect and its consultants shall obtain broad form contractual liability coverage, encompassing the Architect's and its consultants' contractual obligations.

§ 2.5.12 The Architect waives all rights against Owner, for damages caused by fire or other perils to the extent covered by insurance applicable to the Work. The Architect, by appropriate agreements with its consultants shall require similar waivers be given, each in favor of the Owner. The Architect's and its consultants' policies shall be endorsed to include such waivers of subrogation.

§ 2.5.13 The Architect will advise Owner if any of the consultants are unable to procure the coverage or limits of coverage set forth in this Agreement. In such case, the Owner shall, in its sole discretion, determine whether and to what extent such requirements shall be modified.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's "Basic Services" consist of those described in this Article 3, Section 1.1.1 above and in the Architect's Proposal attached as Exhibit "A" hereto and include usual and customary architectural, structural, mechanical, electrical, plumbing, and fire protection engineering, civil engineering, landscape, accessibility/ADA-consulting, pool and spa consulting, utility consulting, life safety/fire code consulting, interior design, LEED, and fenestration, window/exterior wall consulting and services and coordination within disciplines. In the event of any conflict between or among the provisions of this Article 3, Section 1.1.1 above and the provisions of the Proposal, the provisions of Section 1.1.1 shall control over the provisions of this Article 3 and the Proposal and the provisions of this Article 3 shall control over the provisions of the Proposal and, notwithstanding the foregoing to the contrary, the provisions requiring the greater level of performance from Architect shall control.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Owner’s consultants and contractors, including, but not limited to the General Contractor and the General Contractor’s design-build consultants and subcontractors, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Owner's consultants and contractors, including, but not limited to, the General Contractor and the General Contractor's design-build consultants and subcontractors. The Architect shall be entitled to reasonably rely on the services and information furnished by the Owner and the Owner's consultants and contractors. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 The Architect and the Owner have agreed on the schedule for the performance of the Architect's services (the "Schedule of Services") as set forth on Exhibit "B" attached hereto and made a part hereof. The Schedule of Services initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The Schedule of Services shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the Schedule of Services shall not, except for reasonable cause, be exceeded by the Architect. With the Owner's approval, the Architect shall adjust the Schedule of Services, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made or given without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Notwithstanding the fact that this Agreement is executed as of the date first set forth above, the parties recognize that a portion of the work and services described in this Article 3, Section 1.1.1 above and/or Exhibit "A" may have been performed prior to such date, and, except as otherwise specifically stated herein, all such work and services shall be governed by the terms and conditions of this Agreement and shall be deemed to be a part of Architect's Basic Services hereunder. Architect shall not be entitled to any compensation for such prior work and services except as provided in Article 11 of this Agreement. Without limiting the foregoing, all of Architect's rights, liabilities and obligations hereunder shall apply to all work and services as described in this Article 3, Section 1.1.1, above and/or Exhibit "A", notwithstanding the fact that a portion of such work or services may have been performed prior to the date hereof, pursuant to prior negotiations, representations, agreements, understandings or otherwise.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Owner’s consultants and contractors, including, but not limited to, the General Contractor and the General Contractor's design-build consultants and subcontractors and shall review laws, codes, and regulations, each in terms of the other, applicable to the Architect's services, to ascertain the requirements of the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's written approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design Documents shall include preliminary design for structural, civil and landscape consultants to ensure interface and coordination of systems throughout all phases of design so as to create a fully coordinated and cross-referenced set of Schematic Design Documents.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 Upon request by Owner, the Architect shall submit to the Owner an estimate of the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and, at Owner’s request, to the General Contractor and the General Contractor’s Design-Build consultants and subcontractors, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials, equipment, and systems and establish, in general, their quality levels.

§ 3.3.2 Upon the request of Owner, the Architect shall update the estimate of the Cost of the Work based on Owner’s budget, as may be revised, prepared in accordance with conceptual estimating techniques acceptable to Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's written approval consisting of (i) the issued-for-bid set, (ii) the issued-for-permit set, and (iii) the issued-for-construction set. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials, equipment, and systems and other requirements for the construction of the Work and shall consist of conformed documents for construction, modified to include any addenda issued during bidding and negotiation and accepted alternates and value engineering. The Owner and Architect acknowledge that, during further development of the issued-for-permit set, in order to perform the Work, the Owner’s consultants and contractors, including, but not limited to, the General Contractor and General Contractor's design-build consultants and subcontractors will provide additional information, including Requests for Information, Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4 and Architect shall update the

Construction Documents to incorporate the input and feedback of such design-build consultants and subcontractors. The Construction Documents package shall include design documents for all of Architect's Consultants and Owner's Consultants (including, but not limited to, General Contractor's design-build consultants and subcontractors) to ensure interface and coordination of systems throughout all phases of design so as to create a fully coordinated and cross-referenced set of Construction Documents in accordance with the Standard of Care.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The issued-for-permit set of Construction Documents shall be complete in sufficient detail to allow Architect to submit Construction Documents to applicable governmental authorities for the applicable permit(s) including, but not limited to, the building permit.

§ 3.4.3 During the development of the issued-for-bid set of Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and General Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements, material and color selections and sample forms.

§ 3.4.4 In accordance with the Marketing Plans Directive and Example attached as Exhibit "G" hereto and made a part hereof, Architect shall prepare enlarged unit marketing plans following Owner's final approval of the Construction Documents.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's written approval.

§ 3.4.6 The Architect shall adjust and revise the Construction Documents as necessary to incorporate all value engineering options approved by Owner and all updates required pursuant to input and feedback from Owner’s consultants and contractors, including, but not limited to, the General Contractor and the General Contractor’s design-build consultants and subcontractors.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing and reviewing a list of prospective contractors and subcontractors. Following Owner’s approval of the issued-for-bid set of Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 "Bidding Documents" shall consist of bidding requirements and proposed Contract Documents (as defined in the A201™–2017, General Conditions of the Contract for Construction).

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 "Proposal Documents" shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract for Construction between the Owner and the General Contractor consisting of a modified AIA Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price* and a modified AIA Document A201™–2017, General Conditions of the Contract for Construction, plus addenda and exhibits thereto.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the General Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and the Architect's Consultants' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the General Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction but no less than once per month during the Construction Phase, or as otherwise required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the General Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to Owner rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to Owner requiring inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the General Contractor, subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 If requested by the Owner, the Architect shall interpret and advise the Owner on matters concerning performance under, and requirements of, the Contract Documents and the Owner shall decide such matters. The Architect's response to such requests shall be made in writing within any time limits agreed upon in the Schedule or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and General Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. Notwithstanding anything to the contrary contained in this Agreement, the Owner shall make all decisions on matters relating to aesthetic effect and such decisions shall be final.

§ 3.6.2.5 Unless the Owner and General Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the General Contractor and upon Owner's written approval shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the General Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the General Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the General Contractor's right to payment, or (4) ascertained how or for what purpose the General Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals and Requests for Information

§ 3.6.4.1 The Architect shall review the General Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Notwithstanding the foregoing to the contrary, Architect's review, approval or such other action upon General Contractor's submittals shall be delivered (a) within two (2) weeks for standard submittals; (b) within one (1) week for expedited submittals; and (c) within three (3) days for rush submittals. At the time of making a submittal, General Contractor shall indicate whether the submittal is standard, expedited or rush and any submittal submitted as either expedited or rush shall include the reason(s) therefor, which shall be reasonable as determined by Architect.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as quantities, and installation or performance of equipment or systems, which are the General Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures provided, however, upon Owner's request, Architect will evaluate General Contractor's proposed alternative means, methods, techniques, sequences or procedures if they differ from the

requirements of the Contract Documents but such evaluation shall be limited solely to conformance with the design intent of the Project. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the General Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the General Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the General Contractor shall submit a written request ("Request for Information" (RFI)) to the Architect and the Owner. The Architect shall review and respond to requests for information about the Contract Documents and the Architect shall furnish such information or interpretation in the form of an Architect's Supplemental Instruction or other written form or drawing. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. Architect's Supplemental Instruction or other response to General Contractor's RFI shall be delivered (a) within two (2) weeks for standard RFI's; (b) within one (1) week for expedited RFI's; and (c) within three (3) days for rush RFI's. At the time of submitting a Request for Information, General Contractor shall indicate whether the RFI is standard, expedited or rush and any RFI submitted as either expedited or rush shall include the reason(s) therefor, which shall be reasonable as determined by Architect.

§ 3.6.4.5 The Architect shall maintain a record of submittals and RFI's and copies of submittals and RFI's supplied by the General Contractor in accordance with the requirements of the Contract Documents and copies of Architect's responses to such submittals and RFI's.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 At the direction of Owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall, if requested by the Owner, review proposed change orders and change order requests and prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;

.2 with Owner's approval, issue Certificates of Substantial Completion;

.3 conduct inspections to determine completion of all Punch List items, including, every common/amenity space, all units, corridors, Back-of-the-House and exteriors;

.4 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the General Contractor; and

.5 with Owner's approval, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the General Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be "Substantially Complete" (as defined in the Contract for Construction), the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the General Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work and, with Owner's approval, shall issue a Certificate of Substantial Completion on Form AIA Document G704-2017.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the General Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the General Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct an on-site meeting with the Owner to review the facility operations and performance of the Project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction (commonly identified as "issued-for-construction" documents) are the Construction Documents modified to include any addenda issued during the bidding or negotiation process and accepted alternates/value engineering	Included in Basic Services

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.15 As-designed record drawings are the record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work	Included in Basic Services
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	Included in Basic Services
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Included in Basic Services
§ 4.1.1.21 Telecommunications/data design	Owner, Architect to coordinate drawings
§ 4.1.1.22 Security evaluation and planning	Owner, Architect to coordinate drawings
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Included in Basic Services
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	Included in Basic Services
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	Accessibility/ADA Consultant, Pool and Spa Consultant and Fenestration/Window/Exterior Wall, Utility, Life Safey/Fire Code Consultant included in Basic Services
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«See the Architect's Proposal attached as Exhibit "A" hereto. For the post-occupancy evaluation identified as Architect's responsibility under Section 4.1.1.17 above, Architect shall perform a walk-thru inspection of the Project with Owner and/or Owner's Representative, on or about thirty (30) days prior to the date that is one (1) year after the date upon which Substantial Completion occurs and prepare and submit a report to Owner within one (1) week thereafter documenting any deficiencies identified.»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit (or such

other addendum to this Agreement as Owner and Architect may agree upon), attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide services other than Basic Services ("Additional Services") after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Notwithstanding the foregoing to the contrary, the Architect shall not proceed with any Additional Service unless and until the Architect has submitted to the Owner a detailed written estimate of the costs or time associated with any claim for Additional Services (an "Additional Services Request"), and has received written approval from the Owner to proceed. Architect shall provide Owner with an Additional Services Request within fourteen (14) days after the occurrence of an event or circumstance (including, without limitation, any direction or request by Owner for Additional Services) that Architect believes may give rise to a claim for more time or money. Architect's failure to submit an Additional Services Request within the timeframe required herein or to obtain Owner's written approval prior to proceeding with Additional Services shall result in a full and complete waiver of Architect's right to more time and/or money associated with such Additional Service(s).

§ 4.2.1 INTENTIONALLY OMITTED.

§ 4.2.2 INTENTIONALLY OMITTED.

§ 4.2.3 INTENTIONALLY OMITTED.

§ 4.2.4 INTENTIONALLY OMITTED.

§ 4.2.5 INTENTIONALLY OMITTED.

§ 4.2.6 If a dispute arises regarding Additional Services, including, as to the price of Additional Services or as to whether any service constitutes an Additional Service or a Basic Service, Architect will nevertheless promptly proceed with performance as directed by Owner in writing, without delay or interruption. Neither Owner's request, Architect's performance nor the acceptance of such disputed services by Owner will constitute or be deemed to be a waiver of either party's right to seek a determination of the appropriate compensation for Additional Services or classification of the service as a Basic Service or Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

§ 5.4 If and as requested by the Architect and upon Architect's demonstration that they are reasonably required for completion of the services hereunder, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Architect shall promptly review information provided by the

Owner, and shall notify the Owner promptly if any errors, omissions or inconsistencies are found in the information provided.

§ 5.5 If and as requested by the Architect and upon Architect's demonstration that they are reasonably required for completion of the services hereunder, the Owner shall furnish services of geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Architect shall promptly review information provided by the Owner, and shall notify the Owner promptly if any errors, omissions or inconsistencies are found in the information provided.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit (or such other addendum to this Agreement as Owner and Architect may agree upon), attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own Consultants with those services provided by the Architect, provided, however, Architect must coordinate the documents of the Owner's own Consultants and design-build subcontractors. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's Consultants and design-build subcontractors.

§ 5.9 If and as requested by the Architect, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 Architect shall promptly review information provided by the Owner under this Article 5 and shall notify the Owner promptly in writing if any errors, omissions or inconsistencies are found in the information provided.

§ 5.11 The Owner shall endeavor to provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Project. The Owner shall endeavor to promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 Before executing the Construction Contract, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Construction Contract with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and General Contractor, including the General Conditions of the Construction Contract.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the General Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 INTENTIONALLY OMITTED.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and General Contractor’s design professionals and shall include General Contractor's general conditions, costs, overhead and profit. The Cost of the Work does not include, typical soft costs including, but not limited to, the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 Upon Owner's request, evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Owner's Representative and/or General Contractor shall be reviewed by Architect, in the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the General Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 INTENTIONALLY OMITTED.

§ 6.4 INTENTIONALLY OMITTED.

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, upon Owner's request the Architect shall make appropriate recommendations to the Owner to adjust the Project's program, scope, quality, or budget for the Cost of the Work. Such recommendations and drawing revisions, if necessary, will not be considered Supplemental Services or Additional Services, but rather part of the Basic Services required under this Agreement.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Sections 6.6.1 or 6.6.4, the Architect, without additional compensation, shall (i) modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work as adjusted under Section 6.6.1, or (ii) modify the Construction Documents in accordance with Owner's changes to Owner's program, scope or quality to reduce the Cost of the Work under Section 6.6.4. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 INTENTIONALLY OMITTED.

§ 7.2 The Architect's and the Architect's consultants' Drawings and Specifications, prepared pursuant to this Agreement (collectively, the "Instruments of Service") are and shall remain the property of the Owner and the Owner owns all common law, statutory and other reserved rights, including any applicable copyrights. The Architect shall require provisions to be included in its agreements with its consultants that establish the Owner's ownership of the Instruments of Service prepared for the Project. The Architect may retain copies of the Instrument of Service and is granted a full license to reuse their contents for the Project only.

§ 7.3 On the express condition that Architect does not materially breach this Agreement, the Owner agrees to hold harmless and indemnify the Architect against all damages, claims, lawsuits, and losses arising out of the use by Owner of the Instruments of Service on any project other than the Project insofar as the Architect is not performing services in conjunction therewith; notwithstanding anything to the contrary in this Section 7.3, nothing herein shall be deemed to release Architect from liability for any portion of the Instruments of Service prepared by Architect for the Project. Upon termination of this Agreement by either party, the Architect shall promptly deliver to the Owner copies of all Instruments of Service prepared by the Architect or the Architect's consultants for the Project within seven (7) days after notice of termination.

§ 7.3.1 INTENTIONALLY OMITTED.

§ 7.4 INTENTIONALLY OMITTED.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.1.4 Notwithstanding anything in this Agreement to the contrary, in no event shall Owner be liable to Architect, its agents, consultants or employees for damages or losses in excess of the actual amount payable by Owner to Architect for the service actually provided by Architect pursuant to this Agreement.

§ 8.1.5 The Architect shall not bring claims or lawsuits against any principals, employees, representatives, officers, directors, stockholders, partners or affiliates of the Owner. The Architect further agrees that the sole and exclusive remedy of the Architect for payment and/or performance of the Agreement shall be against the assets of the Owner.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[«X»] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

TO THE EXTENT PERMITTED BY APPLICABLE LAW ARCHITECT AND OWNER EACH WAIVES THE RIGHT TO A JURY TRIAL FOR RESOLUTION OF ANY DISPUTE ARISING UNDER THIS AGREEMENT AND ALL SUCH MATTERS SHALL BE SUBJECT TO LITIGATION IN A COURT OF COMPETENT JURISDICTION BEFORE A JUDGE.

§ 8.3 Arbitration
§ 8.3.1 INTENTIONALLY OMITTED.

§ 8.3.1.1 INTENTIONALLY OMITTED.

§ 8.3.2 INTENTIONALLY OMITTED.

§ 8.3.3 INTENTIONALLY OMITTED.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 INTENTIONALLY OMITTED.

§ 8.3.4.2 INTENTIONALLY OMITTED.

§ 8.3.4.3 INTENTIONALLY OMITTED.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make any undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) days' written notice to the Owner before suspending services. If the Architect fails to receive payment of an undisputed amount within fourteen (14) days after the Owner's receipt of such notice, the Architect shall give a second written notice to the Owner and, if no payment is received within seven (7) days after Owner's receipt of such second notice, the Architect may terminate this Agreement and recover from the Owner payment for services rendered prior to such termination, together with Reimbursable Expenses then due, as Architect's sole and exclusive remedy, and Owner shall have no liability to Architect for any other compensation or damages of any kind, including, without limitation, anticipated profit, prospective losses or consequential damages. In the event of a suspension of services in accordance with this Section 9.1, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension.

§ 9.2 If the Owner suspends the Project without fault on the part of the Architect, the Architect shall be compensated for approved services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 120 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen (14) days' written notice to Owner.

§ 9.4 The Owner may terminate this Agreement upon not less than seven (7) days' written notice should the Architect fail substantially to perform the services in accordance with the terms of this Agreement. In the event this Agreement is terminated due to the fault of the Architect, the Architect shall be compensated for Services performed in accordance with this Agreement prior to termination, together with Reimbursable Expenses incurred prior to termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, the Owner shall compensate the Architect for previously approved services performed prior to termination, together with approved and authorized Reimbursable Expenses incurred and owing Architect.

§ 9.7 In connection with termination by Owner under this Article 9, Owner shall have no liability to Architect for any other compensation or damages of any kind, including, without limitation, anticipated profit, prospective losses or consequential damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located notwithstanding that Jurisdictions choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in Construction Contract.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Architect may not assign this Agreement without the written consent of the Owner, in Owner's sole discretion. The Owner may not assign Owner's interest in this Agreement, in whole or in part, without written consent of the Architect, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that the Owner shall have the absolute right to assign the Owner's interest, without Architect's consent, to (i) any Affiliate of Owner, (ii) to a purchaser of the Project and (iii) to the Owner's construction lender or the construction lender's assignee as collateral for the purpose of securing a construction loan. For purposes of this Agreement, "Affiliate" shall mean any person or entity, including any corporation, limited liability company, partnership, joint venture, division or other legal entity, directly or indirectly, in whole or in part, or through one or more intermediaries, owning, controlling, controlled by, or under the common control with, the Owner and its officers, officials, directors, trustees, partners, managers, members, employees, agents and representatives. [Notwithstanding the foregoing to the contrary, at the time of this Agreement, the party identified as the "Owner" above may not own the Property, however, an affiliate of such "Owner" may be under contract to acquire, or may otherwise be in the process of acquiring, the Property. In such event, the applicable affiliate may create a new entity to acquire the Property or otherwise take title to the Property in a different manner. In such event, upon the acquisition of the Property, this Agreement shall automatically be assigned to, and assumed by, such Affiliate without further action by any party. Immediately following such assignment, the party that acquires the Property shall be obligated to perform all obligations of "Owner" hereunder and the Party originally identified as the Owner hereunder shall be released from any and all obligations hereunder.]

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, purchaser or successor-in-interest, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least seven (7) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect; provided, however, the Owner shall be the third-party beneficiary of the Architect's agreements with each of its Consultants. Each agreement between Architect and Architect's Consultants, unless mutually agreed otherwise by the Owner and Architect, shall expressly include the following provision: "Consultant agrees that the Owner is an intended third-party beneficiary of this Agreement. Notwithstanding the Owner's status as an intended third-party beneficiary of this Agreement, the Owner has no duties to the Consultant under this Agreement and the Consultant has no cause of action or other claim against the Owner arising out of this Agreement or the Architect's failure to perform hereunder."

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 With the Owner's prior written approval, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. In such event, the Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's Confidential Information (as defined in Section 10.11 below), nor shall the Architect disclose any Confidential Information related to the Project's progress, location, status, scope, details, renderings, photography, or timelines through social media, marketing, promotional materials, websites, press releases, or any similar public or private channels without obtaining the Owner's prior written consent. The Owner shall, when commercially practical, endeavor to provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 The Architect agrees not to disclose to third parties any information provided to the Architect by the Owner (or the Owner's agents, consultants or independent contractors), or obtained by the Architect in performance of the services, which has not been previously disclosed to the Architect by outside third parties, which is not in the public domain, or which is necessary for the obtaining of approvals from governmental authorities having jurisdiction over the Project, without Owner's prior written permission. The Architect and its consultants shall use their best efforts to safeguard from unauthorized disclosure to third parties any such information given them.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Until two (2) years from the date of this Agreement, Architect agrees not to furnish architectural services to, or in connection with, privately developed student housing projects in competing student housing markets, without the prior written consent of Owner. Notwithstanding the foregoing to the contrary, any project contracted by the Architect directly with a college or university is not subject to these conditions.

§ 10.11 For all purposes under this Agreement, Owner’s "Confidential Information" shall be deemed to include (i) any and all drawings, specifications and information furnished by or on behalf of Owner, including, without limitation, analyses, computations, studies and interpretations prepared by Owner, General Contractor, Architect or Owner's, Architect's or Architect 's consultants or subcontractors or Owner’s lender(s) that contain, reflect or are based upon the Work and/or the Project, (ii) the Contract Documents, (iii) evidence of Owner’s financial arrangements for the Project and Owner’s financial condition, and (iv) any information pertaining to the status of the Project, including but not limited to, scheduling issues, timing of Substantial Completion, excusable and non-excusable delays and the Cost of the Work. Architect shall not disclose Confidential Information, nor permit any employee of Architect or any consultant or subcontractor of Architect of any tier to disclose Confidential Information to any person, except Architect may disclose Confidential Information, after not less than seven (7) days' prior written notice to Owner under the following circumstances only: (1) with Owner’s prior written consent, (2) if the Confidential Information was in the public domain prior to the date of the Agreement, (3) the Confidential Information becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Architect, any employee of Architect or any consultant or subcontractor of Architect of any tier, or (4) as may be required by any applicable law. The Architect may disclose Confidential Information to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. In the event of a violation of this Section, Owner may enforce any rights or actions against Architect in law or in equity.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. **Entitlement Phase**:
   - a. Pre-Entitlement / Feasibility (Arch): INCLUDED
   - b. Entitlement Fees:
     -Architectural: INCLUDED

	-Civil (including review of Phase 2)	INCLUDED
	-Landscape:	INCLUDED
	-Structural:	INCLUDED
	-MEP/FP Engineering	INCLUDED
	-Reimbursable:	INCLUDED
	-Photo-realistic Renderings	INCLUDED
c.	Site Plan Review:	INCLUDED

2. **Schematic Design thru Construction Administration Phase**:

a.	Architecture /Schematic thru Construction (Arch):	INCLUDED
b.	Construction Administration:	INCLUDED
c.	Structural Engineering:	INCLUDED*
d.	Civil Engineering (includes photo-metrics):	INCLUDED
e.	Landscape Architecture:	INCLUDED
f.	LEED Consulting (Architecture-Silver Rated)	INCLUDED
g.	Reimbursable:	INCLUDED
h.	MEP/FP Engineering	INCLUDED*
i.	Accessibility/ADA Consultant:	INCLUDED
j.	Window/Exterior Wall Consultant:	INCLUDED
k.	Utility Consultant	INCLUDED
l.	Life Safety/Fire Code Consultant:	INCLUDED
m.	Interior Design/Schematic thru Construction	INCLUDED

*Anticipated that Structural engineering and MEP/FP engineering contracts to be assigned to General Contractor following execution of the Construction Contract.

.1 Subject to Section 11.5 below, Stipulated Sum
(Insert amount)

«A. Base Fee *without* structural engineering and MEP/FP engineering – _____Dollars ($_____)»

«B. Base Fee *with* structural engineering and MEP/FP engineering – _____ Dollars ($_____)»

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Supplemental Services provided by the Architect and all consultants shall be compensated according to either (i) the hourly billing rates schedule set forth in Section 11.7 below; or (ii) a negotiated amount. The rates set forth on the hourly billing rate schedule set forth in Section 11.7 below shall be maintained throughout the entire term of the Project.»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Additional Services provided by the Architect and all consultants shall be compensated according to either (i) the hourly billing rates schedule set forth in Section 11.7 below; or (ii) a negotiated amount. The rates set forth on the hourly billing rate schedule set forth in Section 11.7 below shall be maintained throughout the entire term of the Project.»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

« »

§ 11.5 The proportion of compensation for each phase of services shall be as follows:

Design Phase	Proposed Base Fee *without* Structural/MEPFP Engineers	Proposed Base Fee *with* Structural/MEPFP Engineers
Schematic Design/Entitlement Phase (20% of Fee)	«$	$
Design Development Phase (20% of Fee)	$	$
Construction Documents Phase (38% of Fee)	«$»	$
Bidding & Negotiation Phase (2% of Fee)	«$»	$
Construction Administration Phase (20% of Fee)	«$»	$
Total Proposed Architectural, Civil, Landscape, Structural and MEP/FP Engineering, ADA/Accessibility, LEED, Interior Design, Fenestration , Utility, Life Safety/Fire Code and Pool Consultants (concept design only) Design Fee:	$	$
*Credit for MEPFP Engineer to be Retained by General Contractor and Coordinated by Architect ([$_____ to remain in Base Fee for Schematic MEP Support):	($)	$
*Credit for Structural Engineer to be Retained by General Contractor and Coordinated by Architect:	($)	

Note: Notwithstanding the foregoing to the contrary, during the Schematic Design/Entitlement Phase of the Work, Architect shall invoice Owner for a maximum sum of $_____ until such time as the Project is fully entitled, at which time, Architect shall invoice Owner for 50% of the actual invoices through the balance of Schematic Design and Design Development until Owner secures financing, at which time, Owner shall pay Architect the balance of such invoices.

§ 11.6 The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below and shall be maintained throughout the entire term of the Project.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate ($0.00)
President	$ ____ per hour
Principal	$ ____ per hour
Senior Architect	$ ____ per hour
Architect	$ ____ per hour
Draftsperson	$ ____ per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are stipulated in the Agreement as included in the Stipulated Sum Base Fee. Reimbursable Expenses include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Local transportation and authorized out-of-town travel;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 Any Reimbursable Expenses not listed in Section 11.8.1 above, including, but not limited to, airfare shall be reimbursed separately and not as part of the Stipulated Sum Base Fee, provided, however, such Reimbursable Expenses for airfare only, shall be billed at a rate of 1.1 times the direct cost. All reimbursable expenses not otherwise included in the Stipulated Sum Base Fee shall be capped at Thirty Thousand Dollars ($30,000).

§ 11.8.3 For all other expenses not listed in Section 11.8.1 or 11.8.2, Reimbursable Expenses the compensation shall be the direct cost of the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 INTENTIONALLY OMITTED.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 INTENTIONALLY OMITTED.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » ($ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days of Owner's receipt of the Architect's invoice if approved by Owner. Amounts unpaid «ninety» («90») days after the date of Owner's approval shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«Prime Rate published in the Wall Street Journal » « »

§ 11.10.2.2 The Owner reserves the right to reject all or any portion of an invoice based upon completion and quality of the services, or any portion thereof, when the Owner deems, in good faith, that the relevant services, or portion thereof, is not satisfactorily complete; provided, however, Owner shall promptly notify Architect in writing of the reasons that Owner is rejecting all or a part of such invoice and when Architect remedies such breach, the Owner

shall promptly pay the amounts invoiced for such services. If the Owner disputes and withholds any amount invoiced by the Architect, the Architect shall continue to work on the Project and shall not have the right to terminate performance under this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 As a condition to Owner's obligation to make payment to Architect, the Architect's monthly invoice shall be accompanied by (i) conditional lien waivers and releases from Architect and all Architect's Consultants for whom payments are being made for the current invoice, and (ii) unconditional lien waivers from Architect and all Architect's Consultants for whom payments have been made for the months prior thereto, and both types shall be in a form reasonably required by Owner and Owner's lender or as required by applicable law. In the event that Owner has paid all outstanding amounts, and any of the Architect's Consultants files or records a lien against the Project due to the Architect's failure to timely pay such Consultant, the Architect shall, within twenty (20) days after receipt of written demand therefore, provide a bond sufficient to (and shall cause) cause such lien to be removed from the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« § 12.1 INDEMNIFICATION

§ 12.1.1 To the fullest extent permitted by law, the Architect will protect, indemnify, defend (except with respect to claims arising out of the Architect's professional negligence which are separately covered under the Architect's Professional Liability Insurance in which case, Architect's duty to defend the Indemnified Party is a duty to reimburse the Indemnified Parties that portion of their respective defense costs that is in proportion to the final determined percentage of Architect's liability) and hold the Owner, its affiliates, parent and subsidiary entities, the Additional Insureds identified on Exhibit "C" and their respective partners, managers, members, employees, officers, directors, trustees, shareholders, successors and assigns (the "Indemnified Parties") harmless from any and all claims and actions for injuries or death to persons, damage to property, or personal and advertising injury and for all liabilities, claims, damages, actions, costs, suits or matters in connection therewith, including reasonable attorney's fees (collectively, "Claims"), if caused, in whole or in part by, arising out of or as a result of the negligent performance of the Services, Architect's breach or this Agreement or any intentional or negligent act or omission of Architect, Architect's Consultants or either of their partners, members, managers, officers, directors, representatives, employees or anyone for whose acts or omissions Architect may be liable in connection with the performance of the Services under this Agreement, whether based upon or claimed to be based upon statutory, contractual, tort or other liability hereunder; provided that no Indemnified Party shall be indemnified or held harmless from Claims to the extent such claims are caused by the Indemnified Party's negligence, or willful misconduct or to require any indemnification that would make the provisions of this Section void or unenforceable. In the event any provision contained in this Section or elsewhere in this Agreement shall be deemed void or unenforceable, it shall not thereby invalidate or be construed to invalidate any other provision contained in this Section or elsewhere in the Agreement, all of which shall remain in full force and effect. The obligations of the Architect pursuant to this Section are not to be construed to negate or reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Section. The obligations of the Architect pursuant to this Section shall survive the termination, completion or expiration of this Agreement.»

§ 12.1.2 To the extent that the Instruments of Service of the Architect or its Consultants infringe upon patent rights or copyright, the Architect shall pay royalties and license fees and shall indemnify for suits or claims for infringement of such rights, and shall indemnify and hold harmless the Owner from loss on account thereof, including defending the Owner with counsel selected by Owner. If and when it is determined that such losses arise from the use of a particular process or product of a particular manufacturer required in writing by Owner, the Architect's obligation to indemnify the Owner shall cease. However, if the Architect or its Consultants had reason to believe the use of a required design, process or product was an infringement of a patent or copyright, the Architect shall be responsible for such loss unless such information was promptly give to the Owner.

§ 12.1.3 In claims against any person or entity indemnified under this Section 12.1 by an employee of the Architect, a consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Section 12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or a consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 INTENTIONALLY OMITTED.
« »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« X »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«Exhibit "A" – Architect's Proposal, dated _____
Exhibit "B" – Schedule of Services, dated _____
Exhibit "C" – Insurance Requirements »
Exhibit "D" – Accessibility/ADA Scope»
Exhibit "E" – Leasing Center Work Letter(s)»
Exhibit "F" – Retail Work Letter(s)
Exhibit "G" – Marketing Plans Directive with Example»

This Agreement entered into as of the day and year first written above.

CORE _____ LLC

OWNER *(Signature)*	ARCHITECT *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name, title, and license number, if required)*

[SEE ATTACHED EXHIBITS]

Exhibit 4.3

Form of Construction Contract

DRAFT

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «» day of «» in the year «2025»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«CS Acquisition Vehicle, LLC»
«c/o Core Spaces»
«1643 N. Milwaukee Ave., 5th Fl.»
«Chicago, Illinois 60647»
«Attention: Marc Lifshin»
«Phone: (773) 969-5740»

and the Contractor:
(Name, legal status, address and other information)

«» Juneau Treehouse, LLC
«»
«»
«Attention: »
«Phone: »

for the following Project:
(Name, location and detailed description)

«The Hub Athens II – Public Precast Parking Garage»
«295 E. Dougherty Street»
«Athens, Georgia 30601»
«»

The Architect:
(Name, legal status, address and other information)

«Northworks Architects and Planners, LLC»« »
«1512 North Throop Street»
«Chicago, Illinois 60642»
«Attention: Chirag Patel, Principal, RA»
«Phone: (312) 440-9850»

The Project Manager:
(Name, legal status, address and other information)

«»«»
« »
«»
«Attention: »
«Phone: »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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DRAFT

ARTICLE 1 THE WORK OF THIS CONTRACT

§1.1 The Contractor shall execute the Work described in the Contract Documents and reasonably inferable therefrom in Contractor's capacity as a general contractor and not a licensed design professional, except with respect to Design-Build Work, as necessary to complete the Work, except as specifically indicated in the Contract Documents to be the responsibility of others.

§1.2 The Contractor shall assist the Owner, the Architect and engineers by consulting with, and providing suggestions to, the Owner and the Architect and Design-Build Subcontractors with respect to the production of final Drawings, Specifications and overall Project design, as necessary to satisfy the Owner's programmatic objectives and to facilitate the completion of construction within the Guaranteed Maximum Price Schedule of Values, attached to this Agreement as Exhibit "E" and Project Schedule, attached to this Agreement as Exhibit "C". The Contractor certifies that it has reviewed the Contract Documents and provided the Owner and the Architect and Design-Build

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Subcontractors with suggestions regarding constructability, value engineering, availability of materials and labor, and other similar issues where the Owner would benefit from evaluation provided by an experienced and skilled design-build construction contractor prior to finalization of the Drawings and Specifications. The Contractor represents to the Owner that it has (a) visited the Project Site, (b) taken such other steps as may be necessary to ascertain the nature and location of the Work and the general and local conditions that affect the Work or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the Project Site, the obstacles which may be encountered and all other conditions having a bearing on the performance of the Work, the superintendence of the Work, the time of completion and all other relevant matters, and (e) satisfied itself that it can complete the Work including, but not limited to, the Design-Build Work, under such conditions for no more than the Guaranteed Maximum Price and by the Substantial Completion Date.

§1.3 To the extent that the Contract Documents are anticipated to require further development by the Architect and/or Design-Build Subcontractors in order to meet code minimum requirements for the Contract Documents, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents, Owner's design intent and the requirements and results identified in and/or reasonably inferable therefrom, and subject to the Contractor's Clarifications and Assumptions listed in Exhibit "G". By executing this Agreement, the Contractor represents and warrants that the Contract Documents, including but not limited to the design documents and all materials and information furnished to the Contractor as of the date of this Agreement, and to the extent further developed by Contractor in a design-build capacity with respect to the Design-Build Work, have described the scope, requirements and design intent of the Work in detail sufficient to enable the Contractor to establish firmly the Guaranteed Maximum Price, including but not limited to, the Contractor's Fee and to complete the Work within the Contract Time. The Contractor shall not be permitted to claim any increase in the Guaranteed Maximum Price or Contract Time in connection with the further development and completion at final Contract Documents, except for further development of the Drawings and Specifications that are considered Scope Changes and/or errors or omissions of Architect, but only to the extent such errors or omissions are not part of the Design-Build Work. A "Scope Change" is hereby deemed to mean Work that a contractor of similar skill, in its capacity as a general contractor and not a licensed design professional (except to the extent Contractor provides Design-Build Work as defined in the Contract Documents) and in accordance with the applicable Standard of Care, could not reasonably infer as being reasonably necessary for the proper and timely completion of the Work, after reviewing the Contract Documents and that is (i) materially inconsistent with the requirements of the Drawings and/or Specifications and (ii) that is a change in the quantity, quality, programmatic requirements, or other substantial deviation of systems, materials, finishes or equipment, from the requirements of the Drawings and/or Specifications.

§1.4 The Contractor understands the Work under the Contract Documents also includes all construction necessary to result in a completed and functioning Project, including, without limitation, fully operational and functional components as required by the Contract Documents.

§1.5 The term "Design-Build Work" means those portions of the Work for which Contractor shall be responsible in a professional service capacity for procuring or furnishing the design and construction of the Design-Build Work consistent with the Contract Documents, as may be modified during the course of the Project, including, without limitation, advising the Owner, Architect and Design-Build Subcontractors regarding constructability, value engineering, availability of materials and labor, code requirements and other similar issues where the Owner would benefit from evaluation provided by an experienced and skilled design-build construction contractor prior to finalization of the Drawings and Specifications necessary to construct the **[structural, mechanical, electrical, plumbing and fire protection components, fire alarm/sprinkler systems]**, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill Contractor's obligations to complete the Design Build Work. The Contractor shall complete all of the Work, including, without limitation, the Design Build Work, as further clarified in Contractor's Clarifications and Assumptions attached as Exhibit "G" to this Agreement, for the Contract Sum, which shall not exceed the Guaranteed Maximum Price, subject to adjustments in accordance with the Contract Documents. The Contract Documents describe the required character, scope, relationships, forms, size and appearance of the Design Build Work, including, but not limited to materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts. The Contractor shall carefully study and compare the Contract Documents, shall be entitled to rely upon the accuracy and completeness of any surveys and reports prepared or provided by Owner, shall observe any visible conditions at the Site affecting the Design-Build Work, and shall report promptly to the Owner and Architect any errors, inconsistencies or omissions or lack of coordination discovered in the Contract Documents ; provided, however, any errors, inconsistencies, omissions, or lack of Contractor's coordination in the Contract Documents

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(including, without limitation, the Drawings and Specifications) related to the Design-Build Work shall not form the basis for an increase in the Guaranteed Maximum Price or the Contract Time.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work ("Commencement Date") shall:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«**[TBD]**»

§ 2.2 The "Contract Time" shall be measured from the Commencement Date, provided, however, if there is any inconsistency among the Contract Documents, including, but not limited to, the Project Schedule attached as Exhibit "C" hereto and the Completion Date, the terms and provisions of Section 2.3.1 of this Agreement shall prevail.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time, which shall only be by Change Order signed by Owner, as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work (the "Substantial Completion Date").

[« X »] By the following date: «5:00 p.m. Central Standard Time on **[TBD]** (the "Substantial Completion Date"). The Completion Date shall not be extended for delays in the Critical Path of the Project Schedule caused by Contractor, any Subcontractor or anyone for whose acts either is responsible.»

§ 2.3.2 Subject to adjustments of the Contract Time, which shall only be by Change Order signed by Owner, as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion of the entire Work by the Substantial Completion Date as provided in Section 2.3.1, subject to time extensions pursuant to written Change Orders in accordance with the Contract Documents, the Owner shall be entitled to recover from Contractor, liquidated damages, subject to Section 3.5 below, provided, however, such liquidated damages shall be capped at Contractor's Fee, as may be adjusted under the terms of the Contract Documents.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section 3.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[«X»] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with

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Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 INTENTIONALLY OMITTED.

§ 3.3 INTENTIONALLY OMITTED.

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit "A", Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

«The "Contractor's Fee" shall be an amount equal to **[TBD]** and 00/100 Dollars ($**[TBD]**.00). Contractor's Fee shall be increased or decreased, as applicable, for changes in the Work in the amount of five percent (5.0%) of the Cost of the Work in connection with such change.»

The Contractor's Fee shall not be reduced on account of Change Orders that reduce the Guaranteed Maximum Price. Contractor shall also be entitled to an increase in the Contract Sum and Guaranteed Maximum Price for additional actual, reasonable and documented costs of general conditions and general requirements (management wages, office rentals, etc.) incurred by Contractor for changes in the Work or excusable delays (subject to Section 8.3.1) caused by Owner/Architect that extend the Contract Time beyond the Substantial Completion Date. In addition, subject to submission to Owner of documented costs increases (i.e. invoices), in connection with Change Orders for changes in the Work, including, but not limited to, Change Orders in connection with allowances, Contractor shall be allowed to include the incremental percentage cost for the following items, 1) Contractor's Insurance [TBD] percent ([TBD%]), 2) taxes pursuant to Section 7.6.2 of this Agreement, and 3) Subcontractor Default Insurance (SDI) – [TBD] percent ([TBD]%).

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed «**[TBD]** and No/100 Dollars » ($**[TBD]**.00») (the "GMP"), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
See Contractor's Assumptions and Clarifications attached to this Agreement as Exhibit "G".		

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

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(Identify each allowance.)

Item	Price
See the Guaranteed Maximum Price Schedule of Values attached to this Agreement as Exhibit "E".	

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

«See Contractor's Assumptions and Clarifications attached to this Agreement as Exhibit "G". »

§ 3.4.3.6 After bidding and awarding the subcontracts, the initial Schedule of Values will be revised to include the actual awarded subcontract amounts and the revised Schedule of Values shall be referred to herein as the "Revised Schedule of Values," which shall be attached to this Agreement as Exhibit "E" in lieu of the initial Schedule of Values. The amount (if any) by which (i) the aggregate line item amounts for line items set forth in the initial Schedule of Values exceeds (ii) the actual aggregate line item amounts for the awarded subcontracts for such trades set forth in the Revised Schedule of Values, shall hereinafter be referred to as the "Buy-Out Savings." One Hundred Percent (100%) of the Buy-Out Savings shall be allocated to the Construction Contingency. Within ten (10) days after Contractor has bought-out 90% the subcontracts, Owner and Contractor shall execute a change order (1) replacing the initial Schedule of Values with the Revised Schedule of Values and (2) allocating the Buy-Out Savings to the Construction Contingency.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

«NOTWITHSTANDING ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS TO THE CONTRARY, IF SUBSTANTIAL COMPLETION OF THE ENTIRE WORK HAS NOT OCCURRED BY THE SUBSTANTIAL COMPLETION DATE AS DEFINED IN SECTION 2.3.1 ABOVE, AS SUCH DATE MAY BE EXTENDED DUE TO AN EXCUSABLE DELAY PURSUANT TO AND IN ACCORDANCE WITH ARTICLE 14 BELOW, THEN THE CONTRACTOR SHALL BE LIABLE TO THE OWNER FOR THE FOLLOWING PER-DIEM AMOUNTS: THE AGGREGATE OF ONE THOUSAND SIX HUNDRED DOLLARS ($1,600) PER DAY FOR EACH DAY FROM AND INCLUDING THE FIRST (1ST) DAY AFTER THE SUBSTANTIAL COMPLETION DATE TO THE DATE OF SUBSTANTIAL COMPLETION OF THE ENTIRE WORK THE "LIQUIDATED DAMAGES AMOUNT").

THE OWNER AND THE CONTRACTOR ACKNOWLEDGE AND AGREE THAT THE OWNER WILL SUFFER SUBSTANTIAL DAMAGES AS A RESULT OF DELAYS IN COMPLETION OF CONSTRUCTION. IN THE EVENT OF A DELAY IN THE COMPLETION OF CONSTRUCTION, THE OWNER AND THE CONTRACTOR AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE ECONOMIC AND OTHER DAMAGES THAT OWNER MAY SUFFER. THEREFORE, THE OWNER AND THE CONTRACTOR AGREE THAT A REASONABLE ESTIMATE OF THE DAMAGES THE OWNER MAY SUFFER SOLELY AS A RESULT OF SUCH DELAY IS AND SHALL BE AN AMOUNT EQUAL TO THE LIQUIDATED DAMAGES AMOUNT, AND THE CONTRACTOR SHALL BE LIABLE TO THE OWNER FOR THE LIQUIDATED DAMAGES AMOUNT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NOTHING IN THE FOREGOING SHALL LIMIT OWNER'S RIGHT FOR REIMBURSEMENT OF ADDITIONAL DIRECT COSTS (E.G., WITHOUT LIMITATION, COSTS OF THE WORK, ARCHITECTURAL DESIGN FEES, COMMISSIONING AGENT FEES, PROJECT MANAGEMENT COSTS) WHICH THE OWNER INCURS TO COMPLETE THE WORK IN THE EVENT THAT THE OWNER ASSUMES CONTROL OF THE WORK PURSUANT TO THE TERMS OF THE CONTRACT DOCUMENTS DUE TO THE CONTRACTOR'S UNEXCUSED DELAYS.»

§ 3.6 Construction Contingency. The "Construction Contingency" shall be **[TBD]** and 00/100 Dollars ($**[TBD]**.00). The Construction Contingency may be used to pay only reimbursable Costs of the Work, excluding the General Conditions and General Requirements, provided, however, Contractor shall be entitled to use the Construction Contingency for costs incurred to add personnel for acceleration of the Work, which shall be limited to the direct labor cost for such additional personnel. Contractor shall not be entitled to any additional overhead, profit or other markup on any Construction Contingency expenditure as the parties acknowledge that Contractor's Fee covers such overhead, profit or other markup. Permissible uses of the Construction Contingency include, but are not limited to,

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funding shortfalls between line items in the Guaranteed Maximum Price Schedule of Values and the actual construction costs for that portion of the Work, further development and coordination of the Contract Documents, Subcontractor defaults, corrective work and errors in estimates and purchasing, and overtime and other acceleration costs for non-excusable delays; provided, however, payment of funds out of the Construction Contingency is conditioned upon Contractor first diligently attempting to obtain performance from defaulting Subcontractor(s) before using the Construction Contingency. Notwithstanding the foregoing, the Construction Contingency shall not be used for increased costs in connection with Architect's errors or omissions or other issues for which Contractor is entitled to a Change Order. For Construction Contingency payments that may be covered by insurance (including, but not limited to, SDI) or bonds, Contractor must seek payment from such insurance policies or bonds for payment to reimburse the Construction Contingency and also, to the extent the Construction Contingency payment resulted from a Subcontractor default or other performance deficiency, Contractor must seek recovery from the responsible Subcontractor(s), SDI and/or bonding company for the purpose of replenishing the Construction Contingency. The Construction Contingency shall be used by Contractor only (i) upon prior written notice to Owner, which notice shall include a description and amount of the Cost of Work to be covered by the Construction Contingency, the entities being paid, the reasons for the disbursement of Construction Contingency, and the efforts to be made to replenish the Construction Contingency from insurance, if applicable (including, but not limited to, SDI), bonds, Subcontractor(s) or otherwise and (ii) following written approval of Owner. Owner's approval of use of the Construction Contingency shall not be unreasonably withheld. Contractor shall maintain a written log on the use of the Construction Contingency. Any insurance (including, but not limited to, SDI) or bond proceeds received as a result of a Subcontractor default shall be deposited into the Construction Contingency. Any balance remaining in the Construction Contingency following Final Completion of the Project shall go to Owner.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon monthly Applications for Payment, including all supporting documentation required under this Agreement, submitted to the Owner and Architect by the Contractor and Certificates for Payment issued by the Architect and subject to Owner's lender(s)' reasonable approval, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. The Application for Payment shall be on the AIA G702-2017 and G703-2017 Forms.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment, together with all supporting documentation required under this Agreement, is received by the Owner and Architect not later than the «5th» day of a month, the Owner shall make payment to the Contractor not later than the «15th» day of the «following» month. If a compliant Application for Payment from the Contractor is received by the Owner and Architect after the date fixed above, payment will be submitted in the Owner's next draw request.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

«Retainage of ten percent (10%) including retainage on all subcontracts, Contractor's Fee and that portion of the Work that Contractor self performs, if any, until the progress of the Work has reached fifty percent (50%) complete and thereafter Owner will withhold retainage of five percent (5%) on all Subcontracts, Contractor's Fee and self-performed work. Notwithstanding the foregoing to the contrary, there shall be no retainage on (i) payments for materials delivered and securely stored onsite or at an approved off-site location, (ii) General Conditions and General Requirements Costs or (iii) bonds (if required) and other insurance required under the Contract Documents.

§ 4.1.5 Payments due and unpaid under the Contract for more than thirty (30) days after the due date as provided in the Contract Documents, shall bear interest from the date payment is due at the Prime Rate published by the Wall Street Journal (WSJ Prime Rate) as of the due date of any such payment.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum ("Final Payment"), shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond Final Payment;

.2 the Contractor has submitted a final Application for Payment and all of the items required for Final Payment set forth in Section 15.7.2 have been completed and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's Final Payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 21.6 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

TO THE EXTENT PERMITTED BY APPLICABLE LAW CONTRACTOR AND OWNER EACH WAIVES THE RIGHT TO A JURY TRIAL FOR RESOLUTION OF ANY DISPUTE ARISING UNDER THIS AGREEMENT AND ALL SUCH MATTERS SHALL BE SUBJECT TO LITIGATION IN A COURT OF COMPETENT JURISDICTION BEFORE A JUDGE.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement, which is this modified AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(insert the date of the building information modeling exhibit incorporated into this Agreement.)

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« See Exhibit "B" »

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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« See Exhibit "B" »

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Design Build Addendum		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[«X»] Exhibit "A", Determination of the Cost of the Work.

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

«Exhibit "B" – Approved Plans, consisting of the Drawings and Specifications
Exhibit "C" – Project Schedule
Exhibit "D" – General Conditions and General Requirements List
Exhibit "E" – Guaranteed Maximum Price Schedule of Values
Exhibit "F" – Contractor Project Team/Staffing Plan
Exhibit "G" – Contractor's Clarifications and Assumptions
Exhibit "H" – Change Order Form
Exhibit "I" – Insurance Requirements
Exhibit "J" – Geotech and Environmental Reports
Exhibit "K" – Miscellaneous GMP Documents
Exhibit "L" – Sample Escrow Agreement

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Construction Change Directive. The intent of the Contract Documents is to include all items

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necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be that which is required only to the extent consistent with the Contract Documents and reasonably inferable therefrom in Contractor's capacity as a General Contractor and not a licensed design professional (except with respect to the Design-Build Work in which Contractor shall be responsible in a professional service capacity), as being necessary to produce the indicated and intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes or ordinances, the following order of precedence shall control:

(1) Modifications (including Change Orders) issued after execution of the Contract;
(2) This Agreement;
(3) Exhibit "G", Contractor's Clarifications and Assumptions;
(4) The remaining Exhibits;
(5) The Drawings; and
(6) The Specifications

Notwithstanding the foregoing to the contrary, to the extent the above order of precedence does not resolve such inconsistencies, Contractor shall (i) provide the better quality or greater quantities of Work or (ii) comply with the more stringent requirement, provided, however, if Owner and Contactor cannot agree on resolving any such inconsistencies, either party may submit a Claim in accordance with Article 15.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction (the "Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and other services required by and reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Notwithstanding the foregoing, and excepting only the Design-Build Work, Contractor does not warrant or guarantee the sufficiency of the Architect's design, or accuracy of information or other services provided by a party for which Contractor is not responsible.

§ 7.4 Instruments of Service

The term "Instruments of Service" as used in the Contract refers to representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials, including, but not limited to, the Specifications and Drawings attached to this Agreement as, Exhibit "B". The Instruments of Service are the property of the Owner and the Owner owns all common law, statutory and other reserved rights, including any applicable copyrights.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution of the Instruments of Service to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's ownership rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific prior written consent of the Owner.

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§ 7.6 Digital Data Use and Transmission
The parties may agree upon written protocols governing the transmission and use of and reliance on Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by certified mail return receipt requested, or by nationally recognized overnight courier, or by electronic transmission to the party's designated representative.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests; provided, however, nothing contained herein shall create any fiduciary liability on the part of the Contractor in favor of Owner or any party claiming under Owner. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 Information and Services Required of the Owner
§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until Owner provides such evidence. If commencement of the work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Notwithstanding the information provided by Owner, all construction survey and layout requirements and existing condition verification shall be the responsibility of the Contractor.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect, such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for correcting such deficiencies, including, but not limited to, Owner's additional costs for staff, such as overtime pay, travel, and/or hiring additional development managers and assistant development managers to supervise and coordinate the Corrective Work and the reasonable compensation for Architect's additional services made necessary by such default, neglect or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to Owner upon demanded therefore. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and (excepting only the Design-Build Work) are not for the purpose of discovering errors, omissions, inconsistencies or lack of coordination in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, omissions, inconsistencies, or lack of coordination in the Contract Document discovered by or made known to the Contractor as a request for information in such form as the Architect may require. Except with respect to the Design-Build Work, it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered or made known to the Contractor as a request for information in such form as the Architect my require.

§ 9.1.4 The Contractor shall perform and complete its construction obligations under this Contract through the exercise of care, diligence and skill expected of a contractor (i) experienced and skilled in the construction of buildings of the quality, complexity, size, nature, site and location comparable to the Project and (ii) familiar with (a) the site upon which the Project is to be constructed and (b) local conditions under which the Work is to be performed (such care, diligence, and skill is the "Standard of Care").

§ 9.1.5 The Contractor shall perform and complete its design professional services in accordance with the Design Standard of Care. "Design Standard of Care, " means, for Design-Build Work, (i) the exercise of professional care, skill, diligence, adequacy and workability ordinarily exercised by members of the trade-specific design profession experienced in the design of projects of similar size, complexity and nature as this Project and assuming the responsibility for the technical and professional aspects of the Design-Build Work performed under the Contract

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Documents and (ii) the construction of the same in accordance with the Standard of Care. The Standard of Care and the Design Standard of Care are each a "Care Standard".

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.4 Warranty

§ 9.4.1 Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require. Work materials or equipment not conforming to these requirements, including substitution not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Modifications, extensions, attachments to, completion of, or repair to the systems by others, including, without limiting the generality of the foregoing, electrical, HVAC, plumbing, security and sprinkler systems, shall not void the Contractor's warranty so long as the same are done in accordance with the original design and installation standards, including any manufacturer standards. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 9.4.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. For any warranties required by the Contract Documents not issued in the name of Owner, the Contractor agrees to assign to the Owner at the time of Substantial Completion of the Work, all such warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such warranties. Contractor shall have the benefit of any warranties applicable to corrections of Work required of Contractor; provided, however, that notwithstanding the foregoing, Contractor shall have primary responsibility for performance of all warranties under the Contract Documents. The Contractor shall retain the right to enforce directly any such manufacturer warranties during the one-year correction period following the date of Substantial Completion.

§ 9.4.3 INTENTIONALLY OMITTED.

§ 9.4.4 INTENTIONALLY OMITTED.

§ 9.4.5 If Contractor uses any portion of the Work or Owner's other property prior to the date of Substantial Completion of the entire Work, such items shall be restored to their condition existing immediately prior to such use, or as otherwise specified in the Contract Documents. Contractor's warranty and agreement to correct defective Work shall specifically include Contractor's obligations under this Section 9.4.5.

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§ 9.5 Taxes

Sales, use, or similar taxes imposed by a governmental authority, that are related to the Work and for which the Contractor is liable, shall be included within the Guaranteed Maximum Price. Notwithstanding anything to the contrary contained in the Contract Documents, in the event that following execution of this Agreement any new taxes (including, without limitation, tariffs on imported goods, equipment or materials), are legally enacted and imposed on labor, equipment and/or materials, the Guaranteed Maximum Price shall be adjusted pursuant to a written Change Order in the event unavoidable cost increases are incurred for the affected scopes of work, provided, however, any such increase in the Guaranteed Maximum Price shall be subject to Contractor providing evidence, reasonably acceptable to Owner, showing a direct impact on the cost of labor, equipment and/or materials from any such new taxes (including, without limitation, tariffs on imported goods and materials). For avoidance of doubt, any materials cost escalations indirectly related to tariffs in effect as of the commencement of the Work shall be borne by Contractor and/or Contractor's applicable subcontractor/supplier and not subject to an increase in the GMP.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit. Contractor and its subcontractor shall secure trade permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.6.3 The Contractor shall procure and obtain all bonds required of the Owner and/or Contractor by the City of Athens, Georgia or any other governmental or quasi-governmental entity with jurisdiction over the Project.

§ 9.7 Allowances

All Allowances are set forth in the Guaranteed Maximum Price Schedule of Values, attached hereto as Exhibit "E". The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Once an allowance item is bought out, such amount shall be fixed and shall not be exceeded with respect to such allowance item, including, without limitation, for any (a) funding shortfalls between line items in the Guaranteed Maximum Price Schedule of Values and the actual construction costs for that portion of the Work; (b) Subcontractor defaults; (c) corrective work; (d) scope gaps/errors in estimates; or (e) overtime and other acceleration costs, except for excusable delays subject to Section 14.5.1.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor has provided a Contractor's construction schedule for the Work (the "Project Schedule"), attached as Exhibit "C" to this Agreement. The Project Schedule shall contain detail appropriate for the Project including (1) the Commencement Date, interim schedule milestone dates, and the Substantial Completion Date; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Project Manager and Architect. If the Contractor falls behind the critical path of the Project Schedule to such an extent that the Owner in good faith determines that the Contractor will be unable to achieve Substantial Completion by the Substantial Completion Date (as such date may be extended by the Change Order) due to non-excusable delays, the Contractor shall, within two (2) working days following Owner's demand therefor, provide to the Owner a written detailed explanation of the measures the Contractor will take in order to recover from the delay so that the progress of the Work complies with the Project Schedule. If, in the Owner's good faith business judgment, the Contractor's intended recovery measures will not cause the Contractor to recover from the delay (provided such delay is a non-excusable delay) so as to achieve Substantial Completion on schedule, the Owner may direct the Contractor to accelerate the progress of the Work, at the Contractor's sole cost (which acceleration costs shall not cause an adjustment to the Guaranteed Maximum Price). Such methods of acceleration may, at the Owner's

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election, include, without limitation, employing such additional forces and paying such additional overtime wages as may be required in order to assure that the progress of the Work is in compliance with the Project Schedule and assure timely Substantial Completion of the Work.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the submittal schedule and in such sequence as to allow the Owner and Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 Except with respect to the Design-Build Work, the Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner, Owner's lender(s), Architect and representatives of the Unified Government of Athens–Clark County ("County") and the Downtown Athens Development Authority ("Development Authority") with access to the Work in preparation and progress wherever located. The Owner, Owner's lender(s), Architect, Country and Development Authority may visit the site to keep informed about the progress and quality of the Work completed. However, neither the Owner nor the Architect shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Visits by the Owner or Architect shall not be construed to create an obligation on the part of the Owner or Architect to make on-site inspections to check the quantity or quality of the Work. Neither the Owner nor the Architect shall have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Project Manager, Country, Development Authority, the Additional Insureds identified in Exhibit "I", and Owner's lender(s) for the Project and each of their respective affiliated entities, and their respective officers, directors, shareholders, members, managers, partners, successors-in-interest, agents and employees of any of them (Owner and such other persons and entities being referred to collectively hereinafter as, the "Owner Indemnities") from and against any and all liabilities, claims, liens, causes of action, damages, losses, and expenses including, but not limited to, attorneys' fees and costs or demands of whatever nature, character, type or description (collectively, a "Loss"), which may hereafter exist or be asserted against one or more of the Owner Indemnities arising out of or resulting from performance of the Work, but only to the proportional amount of fault attributable to (i) the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (individually, a "Contractor Party" and collectively, the "Contractor Parties") (ii) Contractor's breach of any provision of the Contract Documents, or (iii) negligent or willful violation of any law that is applicable to the Work or a portion of the Work, including but not limited to, the Design-Build Work, for which Contractor is responsible, by Contractor or any of the Contractor Parties, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder by either the negligent acts or omissions or willful misconduct of any of the Owner Indemnities seeking indemnification hereunder. Notwithstanding the foregoing, and with the exception of the Design-Build Work, Contractor's defense and indemnification obligations shall not extend to liabilities, claims, liens, causes of action, damages, losses or expenses resulting from Contractor's failure to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Except for any Subcontractor or lower tier payment claims, the foregoing indemnity shall not require payment as a condition precedent and shall survive the termination of this Contract and remain binding on Contractor until such time as action against the Owner Indemnities, or any of them, on account of all such Losses, shall be barred by any applicable statute of limitations. To the extent any portion of this indemnity provision is determined to be unenforceable or in violation of applicable law, the remaining, enforceable portions of the provision shall survive. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 9.15.

In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 9.15.2 The Contractor shall indemnify and hold harmless all of the Owner Indemnities from and against any costs and expenses (including reasonable attorney's fees) incurred by any of the Owner Indemnities in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract. Notwithstanding the foregoing to the contrary, nothing herein shall be construed to require Contractor to indemnify any of the Owner Indemnities for claims, damages, losses or expenses to the extent caused by said Owner Indemnities' negligent acts or omissions or willful misconduct.

§ 9.15.3 The Contractor's indemnity obligations under this Section 9.15 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including without limitation, reasonable attorneys' fees) and third party punitive damages (if any) to the extent caused by (i) negligent or willful violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or Government requirement that is applicable to the Work or a portion of the Work, including but not limited to, the Design-Build Work, for which Contractor is responsible, by the Contractor, Subcontractor or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques or sequences of execution or performance of the Work, subject to Section 9.2, and

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(iii) failure to secure and pay for permits, fees, approvals, licenses, municipality-required bonds and inspections as required to be obtained by Contractor under the Contract Documents, or any negligent or willful material violation of any permit or other approval of a public authority applicable to the Work. Notwithstanding the foregoing, and with the exception of the Design-Build Work, Contractor's defense and indemnification obligations shall not extend to liabilities, claims, liens, causes of action, damages, losses or expenses resulting from Contractor's failure to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.

§ 9.15.4 If any Subcontractor, Sub-subcontractor, or supplier, or any laborer or materialman of the Contractor or any other person directly or indirectly acting for, through, or under it or any of them files or maintains a mechanic's lien or claim against the Project or the Owner's property or funds (other than on account of Owner's failure to make payments to Contractor as required by the Contract Documents with respect to sums that are not the subject of a good faith payment dispute), the Contractor agrees to cause such liens and claims to be satisfied, removed, or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of Contractor's receipt of notice from Owner or otherwise of such lien, which costs shall not be considered part of the Cost of the Work; upon Contractor's failure to do so, Owner shall have the right, in addition to all other rights and remedies provided under the Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Owner reasonably chooses and to reduce the Contract Sum by any such amounts. The Contractor agrees to indemnify, protect and save harmless Owner from and against any and all loss, damage, liability, costs and expenses, including legal fees and disbursements, which Owner may sustain or incur in connection therewith.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent Project Schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents unless the Architect expressly directs or authorizes a deviation from the requirements of the Contract Documents in writing. Except as aforesaid, the Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect, will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

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§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results or any interpretations or decisions rendered in good faith.

§ 10.9 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to provide labor, materials, equipment or temporary services at the Project or to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contractor Documents as if singular in number and means a Subcontractor or an authorized representative of a Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of Separate Contractors.

§ 11.1.1 Contractor shall be responsible for supervising, managing, coordinating and scheduling the Subcontractors' work in an expeditious and organized manner within the time limits of the Project Schedule. Contractor shall coordinate Subcontractors' work with the work of any and all Separate Contractors; however, Owner shall remain liable for the negligent acts or omissions and delays of any and all Separate Contractors.

§ 11.2 Unless otherwise stated in the Contract Documents, not less than five (5) days prior to execution of the applicable subcontract, the Contractor shall notify the Owner and Architect of the name and contact information of each Subcontractor and supplier, including those who are to furnish materials or equipment fabricated to a special design. At the same time, Contractor shall provide in writing a list of those portions of the Work that Contractor proposes to perform with its own forces and the amount Contractor shall receive as a Cost of the Work for performing such Work.. Promptly, but in any event no later than five (5) days after receipt of the information, the Owner or Architect shall notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within the five (5) day-time period shall constitute notice of no reasonable objection.

§ 11.2.1 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection.

§ 11.2.2 The Contractor shall furnish to the Owner at the time of award of each Subcontract, a Certificate of Insurance evidencing satisfactory coverage of the Subcontractor including evidence of coverage of all Additional Insureds.

§ 11.3 All subcontracts and sub-subcontracts shall be in writing and in form and substance substantially similar to the Contractor's standard form subcontract, which shall be subject to Owner's reasonable approval and unless approved in advance and in writing by Owner, shall specifically contain: (i) indemnity provisions substantially the same as Section 9.15 of the above, (ii) insurance provisions substantially the same as those set forth in Exhibit "I" to the Agreement, including, without limitation, for Subcontractors of any tier, naming the Owner and the "Additional Insureds" defined in Section III.b. of Exhibit "I" as additional insureds, (iii) dispute resolution provisions substantially the same as contained in the Contract Documents, (iv) a provision stating that Contractor shall assign its interest in the subcontract to Owner, which assignment shall become effective upon (a) Contractor's default under the Contract Documents or upon good-faith termination of the Agreement, and (b) the Subcontractor's receipt of notification from Owner that Owner has chosen to have the assignment become effective, (v) a provision stating that the Owner is an intended third party beneficiary of the subcontract; (vi) warranty provisions substantially similar to Sections 9.4 herein; (vii) a reference that the Contract Documents are a part of the subcontract; (viii) Design-Build provisions, if applicable; (ix) Project Schedule; (x) a provision stating that Subcontractor's bid and subcontract amount shall be a stipulated sum; and (xi) a provision stating that subcontracts are subject to further development of the Contract Documents, as described in Section 1.3 of the Agreement. Contractor shall not modify its standard form subcontract for any Subcontractor without Owner's prior written approval. Upon Owner's request, Contractor will

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deliver to Owner a current list with the name, address, phone number and contact person for each Subcontractor and a copy of the subcontract agreement.

§ 11.4 Contingent Assignment of Subcontracts

§ 11.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after a good-faith termination of the Contract pursuant to Article 20 and only for those subcontract agreements that the Owner agrees to assume by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under such subcontract

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Guaranteed Maximum Price and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. Notwithstanding anything to the contrary contained in the Contract Documents, there shall be no adjustment in the Contractor's costs for General Conditions and General Requirements for changes in the Work that do not increase the Contract Time. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Guaranteed Maximum Price and Contract Time arising from a Construction Change Directive, the Contractor or Owner will prepare a Change Order. In any case, Contractor shall provide Owner with itemized back-up documentation satisfactory to Owner, of all costs associated with a Change Order or Construction Change Directive.

§ 13.2.1 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«Any increase in the Cost of the Work, including, without limitation, the Design-Build Work, for any Subcontractor including, but not limited to, any Design-Build Subcontractor, shall not exceed the actual Cost of such change in the

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Work, plus fifteen percent (15%) for overhead and profit. [Further, such Cost of the Work shall be broken down by labor rates, materials costs or approved unit prices and Subcontractor overhead and profit.]»

§ 13.3 Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and no not involve adjustment in the Guaranteed Maximum Price, the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Guaranteed Maximum Price, Contract Sum or Contract Time, the Contractor shall promptly notify the Architect and Owner and shall not proceed to implement the change in the Work until a Construction Change Directive is issued by the Architect. The Contractor shall promptly carry out written orders for minor changes in the Work that Contractor believes do not affect the Guaranteed Maximum Price, Contract Sum or Contract Time.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist and that could not have been reasonably discovered by Contractor in performing its investigation of the Project site in accordance with Section 9.1 above and its review of the Contract Documents or in performance of pre-construction services, the Contractor shall promptly provide written notice to the Owner and Architect before such conditions are disturbed and in no event later than five (5) days after first observance of such condition. The Guaranteed Maximum Price and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor only if such concealed or unknown physical condition differs materially from those indicated in and reasonably inferable from the Contract Documents, were unknown to the Contractor and could not have been reasonably discovered by Contractor.

§ 13.5 Agreement on any Change Order shall constitute a final settlement and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Guaranteed Maximum Price and the Contract Time. In the event a Change Order increases the Guaranteed Maximum Price, Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents. Contractor shall have no right to base a Claim on the cumulative effect of Change Orders. All Change Orders shall be on the change order form attached hereto as Exhibit "H".

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5.1 If the Contractor is delayed at any time in the commencement or progress of the critical path of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work by Owner or Architect in accordance with this Agreement (items (1) and (2) may be referred to "Owner-caused delays"); or (3) by floods, tornadoes, lightning strikes, earthquakes or other Acts of God, labor disputes or lock out directly affecting the supply of labor and materials to the Project, wars, extended civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, epidemics, pandemics, explosions, loss or significant shortage of water or utility service to the property through no fault of the Contractor or its Subcontractors, fire, extraordinary, unforeseen and unavoidable delays in material deliveries, adverse weather conditions and their resulting impact documented in accordance with Section 14.5.3, other causes beyond the Contractor's control that are similar in nature and effect to the foregoing and that would be normally considered force majeure-type events, or an unforeseeable act or neglect of a governmental entity or authority having jurisdiction over the Project; (item (3) hereinafter referred to as "force majeure delays"), then, to the extent such delay is demonstrated by Contractor's computerized scheduling system(s) maintained with current, complete and good faith scheduling (not in any way manipulated to mask impacts) and Weekly Status Reports to affect the Critical Path, upon Owner's receipt of Notice from Contractor of such delay and as mutually agreed upon by the

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parties (i) the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the actual direct costs incurred by Contractor (including, but not limited to, increased General Conditions and General Requirements Costs) to accelerate the Work and regain the delay in the Critical Path, or (ii) the Contract Time shall be equitably adjusted and the Guaranteed Maximum Price shall be increased to compensate Contractor for those documented increased General Conditions and General Requirements Costs demonstrated to be directly and necessarily attributable to the Critical Path delay; provided, however, if the parties cannot agree on the extension of the Contract Time and/or adjustment of the Guaranteed Maximum Price, either party may submit a Claim in accordance with Article 21. Owner-caused delays and force majeure delays are sometimes referred to in the Contract Documents as, "excusable delays."

§ 14.5.2 The Contractor further acknowledges and agrees that adjustments in the Contract Time and/or Guaranteed Maximum Price will not be permitted for a delay caused by any act or neglect of Contractor, any of its Subcontractor(s), or any other person or entity employed directly or indirectly by Contractor or any of its Subcontractors or for any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. In addition, Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time (i) unless Contractor notifies Owner within five (5) days (electronic notice within such 5-day period and actual Notice of Claim per Section 7.9.2 within ten (10) business days) after the first observance of a delay; (ii) unless Contractor has made all reasonable efforts to avoid and/or mitigate such delay; (iii) that arises by reason of events or conditions for which Contractor is responsible or for which it is liable under the Contract Documents; or (iv) if any delay impacts the critical path of the Project Schedule by less than four (4) consecutive workday hours. Notwithstanding he foregoing to the contrary, Contractor shall make reasonable efforts to promptly notify Owner of events that Contractor reasonably anticipates may cause a delay and Owner and Contractor shall work in good faith to formulate a mitigation response to such event.

§ 14.5.3 The Contractor shall be responsible for incorporating into the Project Schedule time sufficient to address, without a delay in the Completion Date or the Portion of Work Substantial Completion Dates, Weather Days (defined herein) consisting of [TBD] work-days (i.e. Monday through Friday) resulting from all reasonably anticipatable weather conditions for the period during which the Work is to be performed. Such Weather Days shall be shown on the Schedule as its own "activity" occurring at the completion of the Project. Subject to Section 8.3, if weather related delays to the Critical Path actually experienced during the course of the performance of the Work are less than that assumed by the Contractor, the economic benefit shall be solely Contractor's. The term "Weather Day" is defined as any regular scheduled work-day (i.e., not a weekend or federal holiday unless said day is a scheduled work-day or make-up day) during which the Contractor is unable to make any significant progress in completion of the Work due to excessive precipitation, cold weather, high winds or mud which results in a delay to the Project's Critical Path. The Contractor shall submit documentation identifying and substantiating any Weather Days with the Application for Payment. In the event the Weather Days exceed the number of days in the Project Schedule (i.e. [TBD] work-days) and exceeds the number of days per month specified below and only if the excess number of Weather Days actually and demonstrably adversely impacted the Critical Path of the Project Schedule then the Contractor shall be entitled to an equitable adjustment in the Contract Time and/or Contract Sum and Guaranteed Maximum Price as a result of the delay. By way of example, if Contractor experiences [TBD] Weather Days during the course of the Project, then commencing in the month in which Contractor experiences the [TBD] (Xth) Weather Day, any subsequent Weather Day in that same month, will be counted against the number of days specified below for that month and should the Weather Days in that same month exceed the number of days specified below for that month, Contractor may request an equitable adjustment in the Contract Time and/or Contract Sum and Guaranteed Maximum Price. For any month following the month in which Contractor experiences the [TBD] (Xth) Weather Day, Contractor may request an equitable adjustment in the Contract Time and/or Contract Sum and Guaranteed Maximum Price if the number of Weather Days in such subsequent month exceeds the number of days specified below for that month.

January – [TBD] days	May – [TBD] days	September – [TBD] days
February – [TBD] days	June – [TBD] days	October – [TBD] days
March – [TBD] days	July – [TBD] days	November – [TBD] days
April – [TBD] days	August – [TBD] days	December – [TBD] days

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ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Each Application for Payment shall be based on the Guaranteed Maximum Price Schedule of Values attached hereto as Exhibit "E", as may be amended from time to time. The Guaranteed Maximum Price Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Owner and shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the Guaranteed Maximum Price Schedule of Values.

§ 15.2 The Guaranteed Maximum Price stated in this Agreement and, including authorized adjustments, is the total amount payable by Owner to the Contractor for performance of the Work under the Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten (10) days before the date established for each progress payment unless otherwise required by the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the Guaranteed Maximum Price Schedule of Values for completed portions of the Work. The application shall be notarized, if required; and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions and releases and waivers of lien from the Contractor, Subcontractors and suppliers in the form required by law for the State in which the Project is located or reasonably acceptable to Owner if applicable law in the State where the Project is located does not require a specific form, and shall reflect retainage if provided for in the Contract Documents. Notwithstanding the foregoing to the contrary, each Application for Payment shall include such instruments, evidence and materials as Owner, Owner's lender(s) or the title insurer shall reasonably require, including, without limitation, the items described in Section 15.3.2. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by Contractor's own forces or by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment, the Contractor shall submit conditional lien waivers (and unconditional waivers and releases of liens for all prior payments) for the Contractor and all Subcontractors and anyone having lien rights, stop notice rights or rights against a bond for the Project, all of which shall be on the applicable waiver forms required by Law, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee. Notwithstanding anything to the contrary contained in the Contract Documents, Owner shall have the absolute right, at any time, to contact any Subcontractors and Sub-subcontractors to determine whether the Subcontractors and Sub-subcontractors have been paid and whether the Contractor is complying with its payment obligations under this Agreement.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the Site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment; provided, however, any portion of the Work incorporated in the Project prior to payment for same will not be removed from the Project in the event of Owner's failure to make payment for such portion of the Work but shall remain subject to Contractor's and any applicable Subcontractors' respective lien rights until payment is made. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor or Contractor, Subcontractors, suppliers or other persons or entities that provided labor, materials or equipment related to the Work.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the

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Contractor, or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 15.4.3, or (3) without certification of the entire Application for Payment and notify the Contractor and Owner of the Architect's reasons for withholding certification in whole as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations made in Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Owner cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which Architect is able to make such representations to Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;
.2 third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover acceleration costs and/or actual and/or liquidated damages for the anticipated delay;
.7 repeated failure to carry out the Work in accordance with the Contract Documents; or
.8 any failure to comply with the requirements of the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.4.5 If the Architect withholds certification for payment under Section 15.4.3.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Contractor and the Contractor shall reflect such payment on its next Application for Payment.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. All payments to the Contractor shall be made through a construction escrow established by the title company selected by Owner and Owner's lender and in accordance with the terms and conditions of a construction

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escrow agreement, which shall be substantially the same as the sample escrow agreement attached hereto as Exhibit "L".

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay, or see to the payment of money to, a Subcontractor or supplier except, as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 "Substantial Completion" and "Substantially Complete" or any derivative of that term, is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, as evidenced by the Certificate of Substantial Completion issued by Architect, which shall reflect the date of issuance of a CO, such that the Owner may occupy and utilize the Work for its intended use and is subject only to the Punchlist, and a Certificate of Occupancy ("CO") is issued by County. Notwithstanding the foregoing to the contrary, if a CO is not issued due to portions of the Work not being approved by applicable governmental inspectors (i) for reasons outside the scope or control of Contactor, provided the reasons for non-issuance do not prevent the Owner from occupying and utilizing the Work or designated portion thereof for its intended purpose, or (ii) due to failure of Owner to grant easements to the County or enter in the lease with the Authority as required under the Development Agreement between Owner, County and Authority, then the non-issuance of the CO shall not prevent Architect from deeming the Project Substantially Complete for purposes of Section 3.5.

§ 15.6.2 Contractor shall notify Owner and Architect in writing when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete, and following inspection of the Work by Owner and Architect, Architect shall within five (5) days, prepare and submit to Owner and Contractor for their written acceptance a comprehensive list of items that are minor in nature and do not limit or interfere with Owner's use and full occupancy of the Project for its intended purpose and which shall be completed or corrected prior to Final Payment (the "Punchlist"). Failure to include an item on the Punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor's written acceptance of the Punchlist shall constitute its unconditional promise to complete the Punchlist items within thirty (30) days thereafter.

§ 15.6.3 When the Work or designated portion thereof is Substantially Complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the Punchlist. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Failure of the Contractor to timely complete the Punchlist items will constitute sufficient cause for the Owner to cause the Punchlist items to be completed by others. Further, the cost of such Work will be charged to the Contractor plus a sum equal to fifteen percent (15%) of the cost of such work (which additional sum shall be paid to Owner by Contractor for Owner's administration and supervision of the Punchlist work).

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof, provided, however, Owner may withhold an amount equal to one hundred fifty percent (150%) of the cost to complete the Punchlist items. Such payment shall be further adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Punchlist items have been completed and the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds that the Punchlist is complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to Final Payment have been fulfilled.

§ 15.7.2 Neither Final Payment nor any remaining retention shall become due until the Contractor has delivered to the Owner (i) a complete waiver and release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien, (ii) all warranties and guaranties required under or pursuant to the Contract Documents and all operating and maintenance instructions and service manuals, (iii) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (iv) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (v) consent of surety, if any, to final payment, and (vi) as-built plans for the Design-Build Work certified by the Contractor and all applicable Subcontractors to be complete and accurate, to the best of their knowledge to be prepared at Contractor's cost and expense. If a lien claim, security interest or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, Claim, security interest or encumbrance, including all costs and reasonable attorneys' fees.

§ 15.7.3 INTENTIONALLY OMITTED

§ 15.7.4 Acceptance of Final Payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Owner assumes no responsibility or liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Contractor shall take precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall promptly remedy damage and loss to property, whether on the Project Site or adjacent to the Site, caused in whole or in part by the Contractor or a Subcontractor.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substances not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect in writing of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors and employees of any of them ("Contractor Indemnities") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury as described in Section 16.2.1, and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.4 The Owner shall not be responsible for materials and substances brought to the Site by the Contractor, Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Contractor shall not permit any Hazardous Materials to be brought onto or stored at or used in the construction of the Work, except for commonly used construction materials, provided, however, that all such material shall be handled in full compliance with all applicable current or future governmental laws, rules and regulations and all notices required to be given with respect to such products shall be given by Contractor. Contractor shall not, nor allow any other person to, release or dispose of Hazardous Materials at the Site. Contractor shall indemnify, defend and hold Owner and the Indemnified Parties harmless from all costs, claims, damages, penalties and assessments (including attorneys' fees) arising from or in any way connected with any Hazardous Materials brought on the Site by Contractor or by its Subcontractors and whether or not caused accidentally, negligently or intentionally.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Insurance Requirements attached to this Agreement as Exhibit "I" and made a part hereof. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies reasonably acceptable to Owner and lawfully authorized to issue insurance in the jurisdiction where the Project is located. Owner and all such other entities named in Exhibit "I" shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. To the extent of any conflict between this Article 17 and Exhibit "I", the conflicting term or condition set forth in Exhibit "I" shall control

§ 17.1.2 INTENTIONALLY OMITTED.

§ 17.1.3 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, to be provided by Contractor, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor or Owner and if Owner procures replacement coverage, the cost of the insurance shall be charged to the account of Contractor by an appropriate Change Order reducing the Contactor's Fee by the amount of the cost of such replacement coverage. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.2 Owner's Insurance

§ 17.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 17.2.2 Property Insurance

§ 17.2.2.1 INTENTIONALLY OMITTED.

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§ 17.2.2.2 INTENTIONALLY OMITTED.

§ 17.2.2.3 INTENTIONALLY OMITTED.

§ 17.2.2.4 INTENTIONALLY OMITTED.

§ 17.2.2.5 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-subcontractors in the Work. In the event the Owner or Contractor fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and sub-subcontractors and shall be liable for all losses to the extent the loss to the Owner, Contractor, Subcontractors, and/or Sub-subcontractors would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 17.2.2.6 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: the Owner waives all rights against the Contractor, Subcontractors, and sub-subcontractors and shall be liable for all losses to the extent any loss to the Owner, Contractor, Subcontractors, and/or Sub-subcontractors would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other, and any of their Subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Contract Documents, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the Site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the property insurance required by the Contract Documents shall be adjusted and settled by the Owner and made payable to the Owner, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Contractor its just share of insurance proceeds received by Owner, and by appropriate agreements the Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.2.9 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds and coordinate with Contractor regarding the settlement and allocation, provided, however, Owner shall have sole authority to settle any claims with Owner's insurer(s). Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the

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appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner or Architect for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable as a permissible Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period (or such longer period of time if required by applicable law in the State in which the Project is located) for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18. Notwithstanding the foregoing to the contrary, for any Work found to be not in accordance with the requirements of the Contract Documents that is attributable to workmanship issues (i.e. excluding products, materials and equipment warranties, which shall remain subject to the terms of such products, materials and equipment warranties) that Contractor has attempted to correct within one year after the date of Substantial Completion of the Work, should that same component of Work fail within 1-year of such correction due to workmanship issues, Contractor shall make a second attempt to correct such component at its sole cost and expense after receipt of notice from the Owner to do so, provided such notice is delivered to Contractor within the 1-year period of the initial attempt to correct such component.

§ 18.6 The obligations under this Article 18 shall cover any repairs and replacement of any part of the Work or other property caused by the defective Work.

§ 18.7 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work.

§ 18.8 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 18.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to

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be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

No assignment of this Agreement will be made by Contractor without the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion. In addition to constituting a default under this Agreement, any assignment or attempted assignment made in violation of this Section will be null and void and the assignee will acquire no rights thereunder. If Owner does consent in writing to an assignment of this Agreement, the assignee will be bound to the terms of this Agreement. If any assignment is made in breach of this Agreement, Contractor will be liable to Owner for all damages resulting therefrom. Notwithstanding anything to the contrary contained herein, Owner may assign this Agreement to Owner's Lender without the consent of Contractor. In connection with the sale or financing of the Project, Contractor shall execute and deliver, and (if appropriate) acknowledge, any and all documents and instruments reasonably required by Owner or any purchaser or lender and under terms reasonably agreeable to Contractor, including but not limited to, reasonable modifications to this Agreement, consents, estoppel certificates, and subordinating any rights, interests and claims under this Agreement, at law or otherwise, to the liens, benefits, rights and privileges of any lender. Contractor subordinates all of its lien rights that it may have or acquire under this Agreement or otherwise as to the Work or the Project to the lien and security interest securing payment of sums now or hereafter borrowed by Owner from Owner's lender. Contractor shall execute such additional documents under terms reasonably agreeable to Contractor as may be requested from time to time by the Owner or any lender to evidence the provisions hereof. Notwithstanding the foregoing to the contrary, at the time of this Agreement, the party identified as the "Owner" above may not own the Property, however, an affiliate of such "Owner" may be under contract to acquire, or may otherwise be in the process of acquiring, the Property. In such event, the applicable affiliate may create a new entity to acquire the Property or otherwise take title to the Property in a different manner. In such event, upon the acquisition of the Property, this Agreement shall automatically be assigned to, and assumed by, such Affiliate without further action by any party; provided, however, Owner will provide written notice to Contractor of such assignment. Immediately following such assignment, the party that acquires the Property shall be obligated to perform all obligations of "Owner" hereunder and the Party originally identified as the Owner hereunder shall be released from any and all obligations hereunder.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of public authorities, shall be made at an appropriate time and paid for by the Owner. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

«See Introductory Provisions»
« »

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

«See Introductory Provisions»
« »

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 Continuation of Work
In the event of any dispute between the Owner and the Contractor, the Contractor shall proceed, with the performance of its obligations hereunder in accordance with the Project Schedule with reservation of all rights and remedies it may have at law or in equity.

§ 19.8 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 19.9 If any party brings an action in connection with the performance, breach or interpretation of the Contract Documents or in the event of the arbitration of any claim, dispute or other matter arising out of or relating to the Contract Documents, the prevailing party in such action or arbitration proceeding shall be entitled to recover from the non-prevailing party its reasonable costs and expenses of such litigation or arbitration proceeding, including attorneys' fees, court costs, costs of investigation and other costs reasonably related to such litigation or arbitration proceeding.

§ 19.10 No consent or waiver, express or implied, by either party to this Agreement relating to any breach or default by the other in the performance of any obligation hereunder will be deemed or construed to be a consent to or waiver of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default irrespective of how long such failure continues will not constitute a waiver of the rights of such party.

§ 19.11 Each party agrees that none of the officers, directors, employees, partners, members, managers or shareholders of either party assume any personal liability for any of the obligations under the Contract Documents entered into on behalf of such party, and the obligations hereunder are not binding upon, nor shall resort be had to the private property of any of the foregoing.

§ 19.12 For all purposes under this Agreement, Owner's "Confidential Information" shall be deemed to include (i) any and all drawings, specifications and information furnished by or on behalf of Owner, including, without limitation, analyses, computations, studies and interpretations prepared by Owner, Contractor, Architect or Owner's, Architect's or Contractor's consultants or subcontractors or Owner's lender(s) that contain, reflect or are based upon the Work and/or the Project, (ii) the Contract Documents, (iii) evidence of Owner's financial arrangements for the Project and Owner's financial condition, and (iv) any information pertaining to the status of the Project, including but not limited to, scheduling issues, timing of Substantial Completion, excusable and non-excusable delays and the Cost of the Work. Contractor shall not disclose Confidential Information, nor permit any employee of Contractor or any consultant or subcontractor of Contractor of any tier to disclose Confidential Information to any person, except Contractor may disclose Confidential Information, after not less than seven (7) days' prior written notice to Owner under the following circumstances only: (1) with Owner's prior written consent, (2) if the Confidential Information was in the public domain prior to the date of the Agreement, (3) the Confidential Information becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, any employee of Contractor or any consultant or subcontractor of Contractor of any tier, or (4) as may be required by any applicable law. The Contractor may disclose Confidential Information to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. In the event of a violation of this Section, Owner may enforce any rights or actions against Contractor in law or in equity.

§ 19.13 In lieu of subcontractor-provided performance and payment bonds, Contractor may enroll qualified Subcontractors into its Subcontractor Default Insurance Program ("SDI"). Whether or not a Subcontractor qualifies for SDI shall be within the sole discretion of Contractor; provided, however, any Subcontractor that does not qualify for SDI shall be covered under a surety approved by Owner and Owner's lender. Premiums for SDI shall be charged to and paid by the Owner at the mutually agreed upon lump sum amount of «**[TBD]**» and 00/100 Dollars ($«**[TBD]**.00»), which represents the rate of [TBD%] of the Cost of the Work. The SDI premium shall be paid along

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with Contractor's other costs for insurance (including CCIP) and bonds with the first progress payment made to Contractor after the establishment of the Guaranteed Maximum Price. Owner may require Subcontractors that do not qualify for SDI to furnish performance and payment bonds at no increase to the Guaranteed Maximum Price.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

§ 20.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days with respect to Subsections 20.1.1.3, and 20.1.1.4 and 90 consecutive days with respect to Subsections 20.1.1.1 and 20.1.1.2, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 15.4.3, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 8.1.1.

§ 20.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 20.1.1 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 180 days in any 365-day period, whichever is less.

§ 20.1.3 If one of the reasons described in Section 20.1.1.1 or 20.1.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit earned through the date of termination and reasonable direct costs for Site demobilization incurred by reason of such termination. If one of the reasons described in Section 20.1.1.3 or 20.1.1.4 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit earned through the date of termination and reasonable direct costs for Site demobilization incurred by reason of such termination.

§ 20.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 20.1.3.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

.1 more than one (1) time refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time and manner set forth in, and otherwise in accordance with, the Contract Documents and such failure continues for three (3) or more days after notice from Owner;

.2 fails to make payment to Subcontractors for or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 more than one (1) time violates any laws, statutes, ordinances, codes, rules, regulations or lawful orders of a public authority and such breach continues for three (3) or more days after notice from Owner;

.4 materially breaches of a provision of the Contract Documents;

.5 breaches in any material respect any warranty made by the Contractor under or pursuant to the Contract Documents; or

.6 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than five (5) days for reasons other than an excusable delay under Section 14.5.1.

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§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety

.1 Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor

.2 Accept assignment of subcontracts pursuant to Section 11.4.1; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Guaranteed Maximum Price exceeds costs of completing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract, in whole or in part, for the Owner's convenience and without cause. Thereupon, as the Contractor's sole remedy hereunder, the Owner shall pay the Contractor for the portion of the Work performed in accordance with the Contract Documents, and reasonable direct costs for site demobilization. In no event shall Contractor have a claim for damages (including consequential damages), lost profits, or otherwise on account of the termination of the Contract pursuant to this Section 20.3.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived in Section 21.6 and 15.7.4, shall, after initial decision by the Architect or thirty (30) days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice in writing to the other party in accordance with Section 7.9.2 above and to Architect. Claims made by either party under this Section 21.2.1 shall be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the party initiating the Claim first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party. In such event, no decision by the Architect is required.

§ 21.3 INTENTIONALLY OMITTED.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the

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mediation. The request may be made concurrently with the filing of binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 21.6 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 except to the extent covered and paid for by insurance and/or within the scope of Contractor's indemnity obligations (but strictly limited to claims made by third parties), damages incurred by the Owner for rental expenses for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 except to the extent covered and paid for by insurance, and/or within the scope of Owner's indemnity obligations (but strictly limited to claims made by third parties), damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.6 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

CS ACQUISITION VEHICLE, LLC

By: Core Campus Developer, LLC

Its: Development Manager

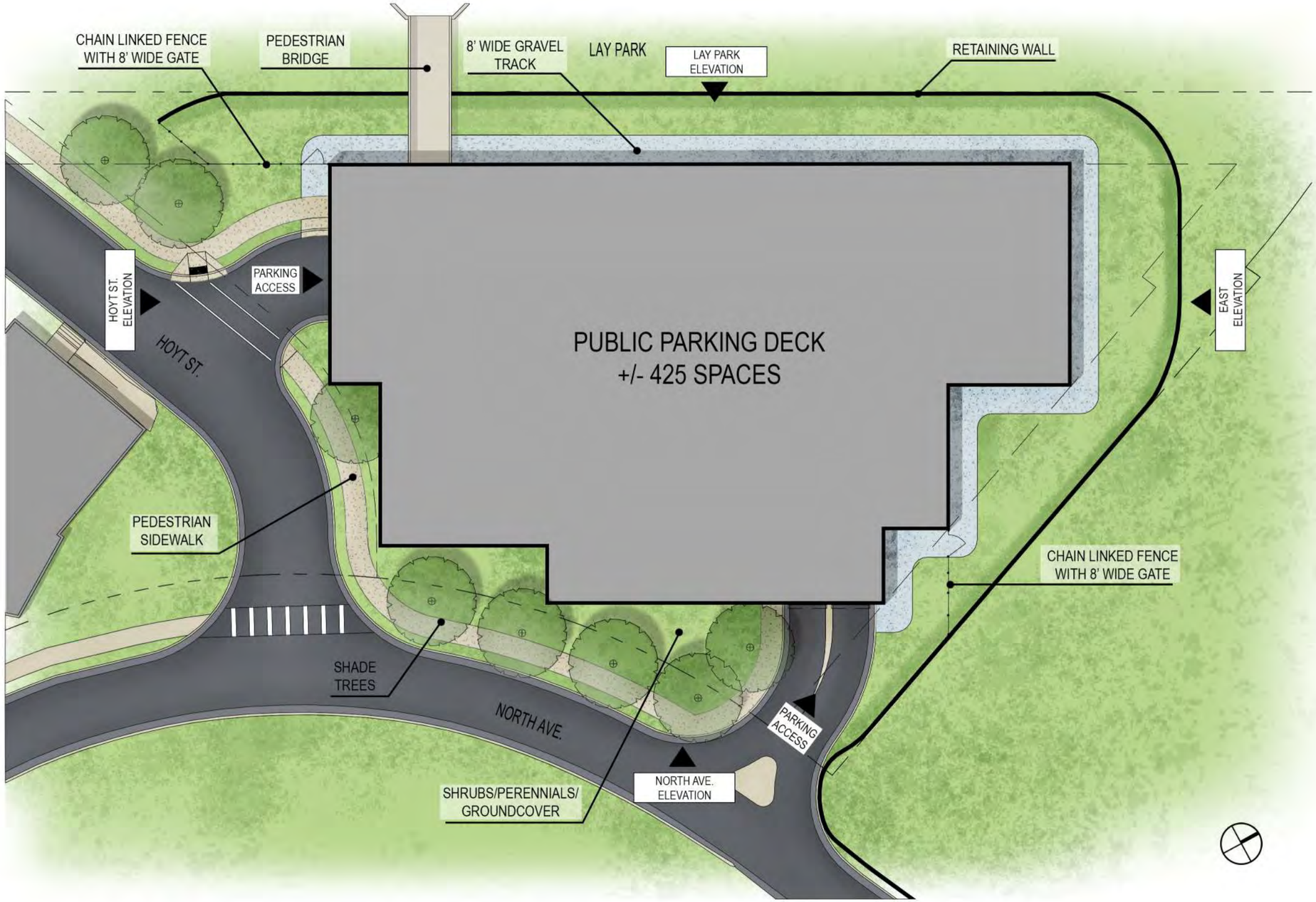
OWNER *(Signature)*	CONTRACTOR *(Signature)*
«» «»	«» «»
(Printed name and title)	*(Printed name and title)*

DRAFT

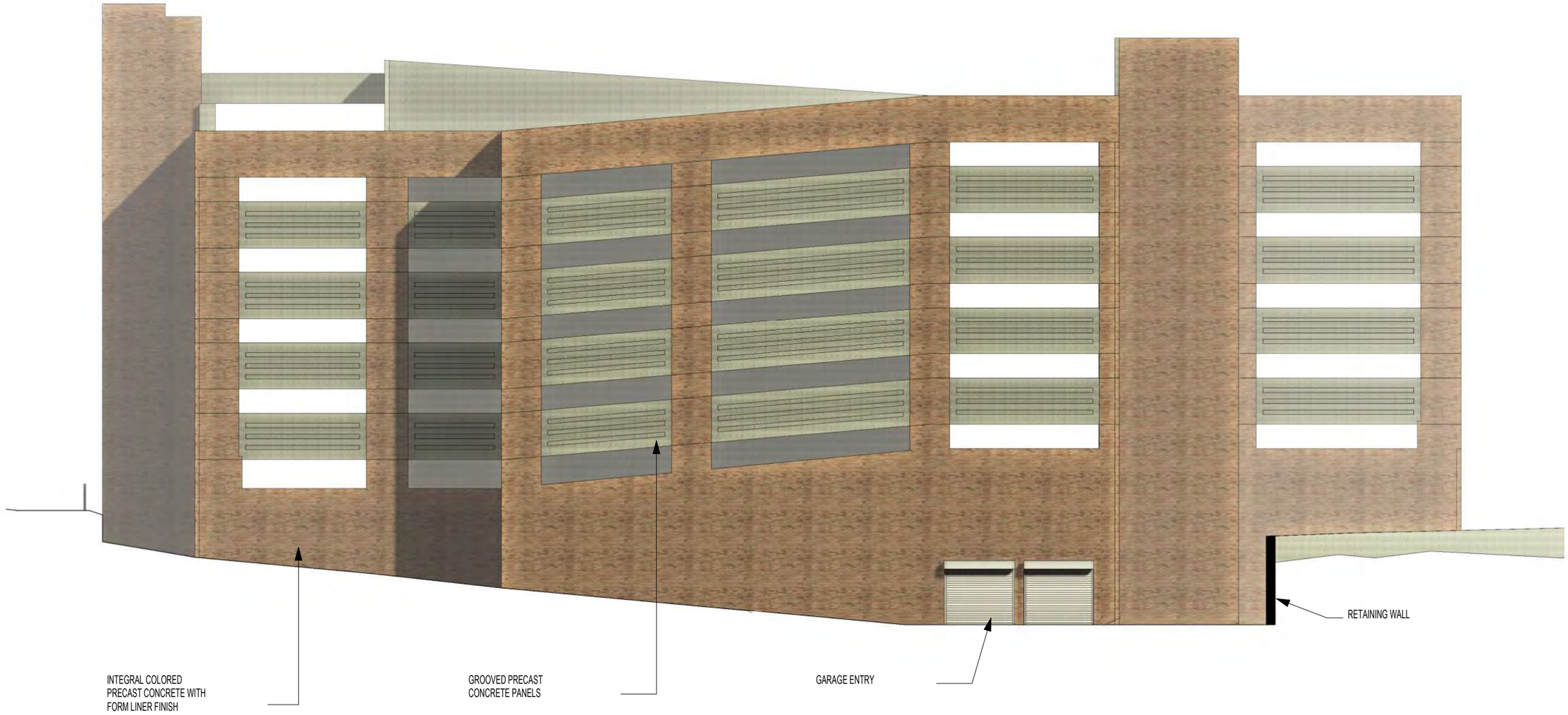
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User Notes: (1514627412)

Exhibit 4.4

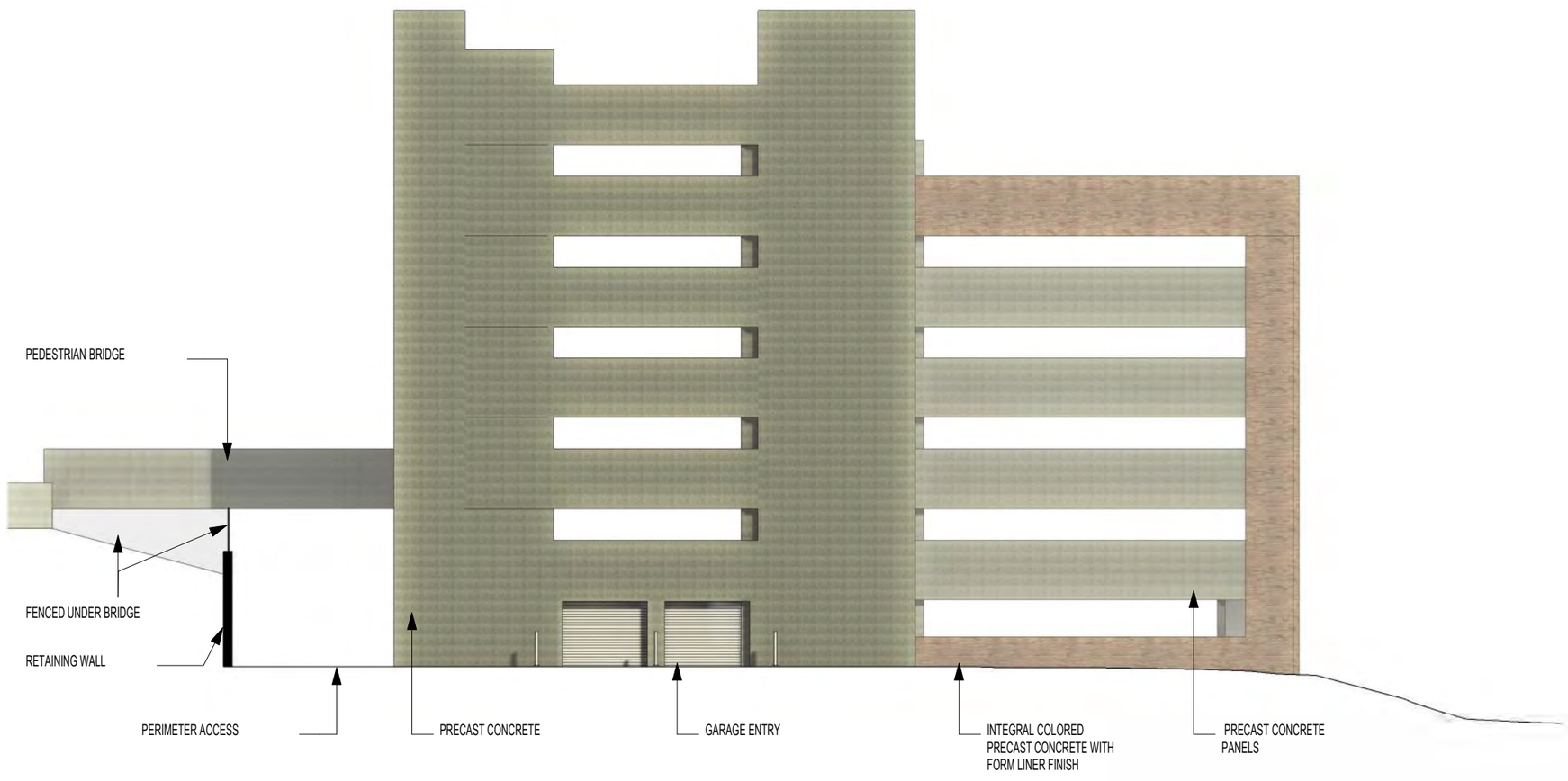
Parking Deck Plans



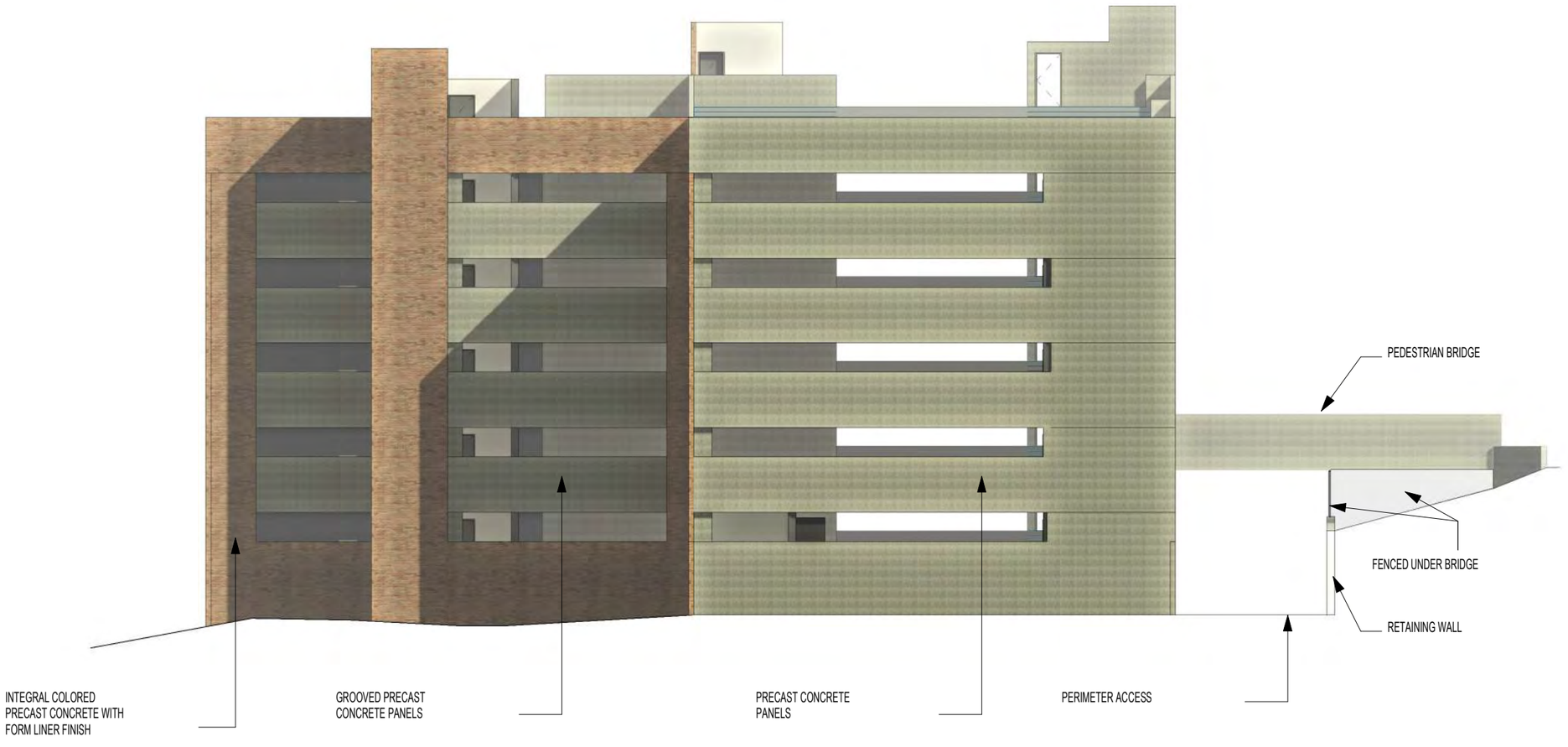
PARKING GARAGE - SITE PLAN



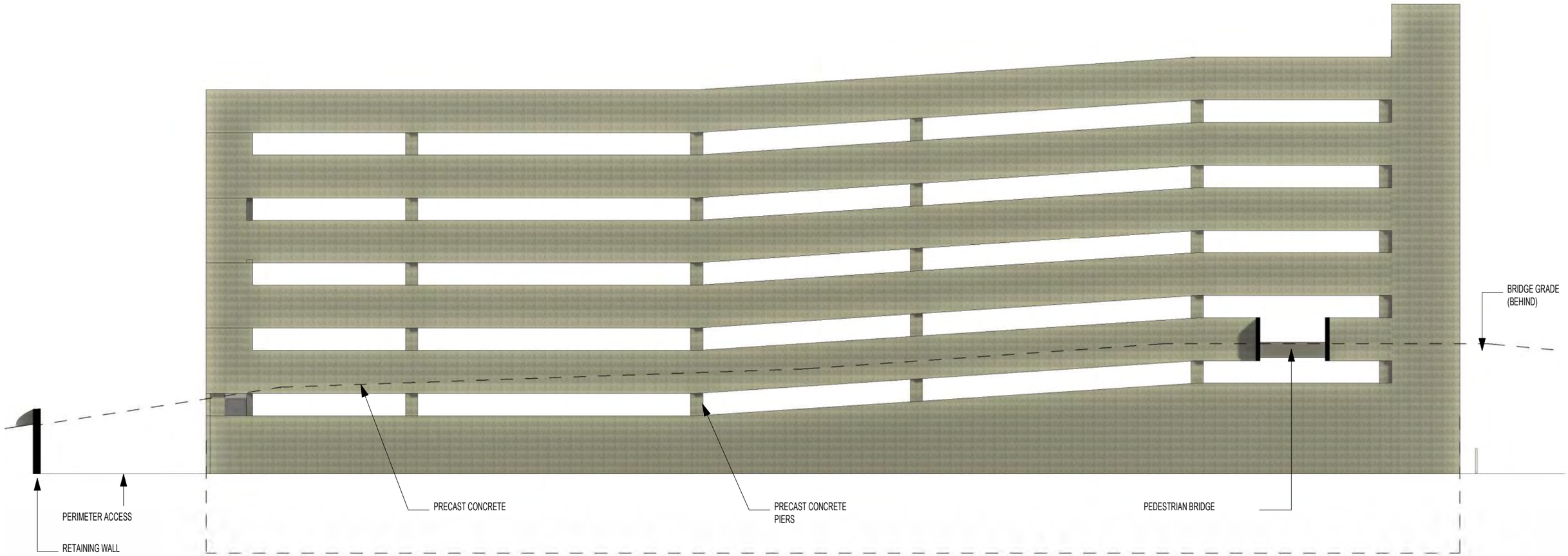
PARKING GARAGE ELEVATION - SOUTH



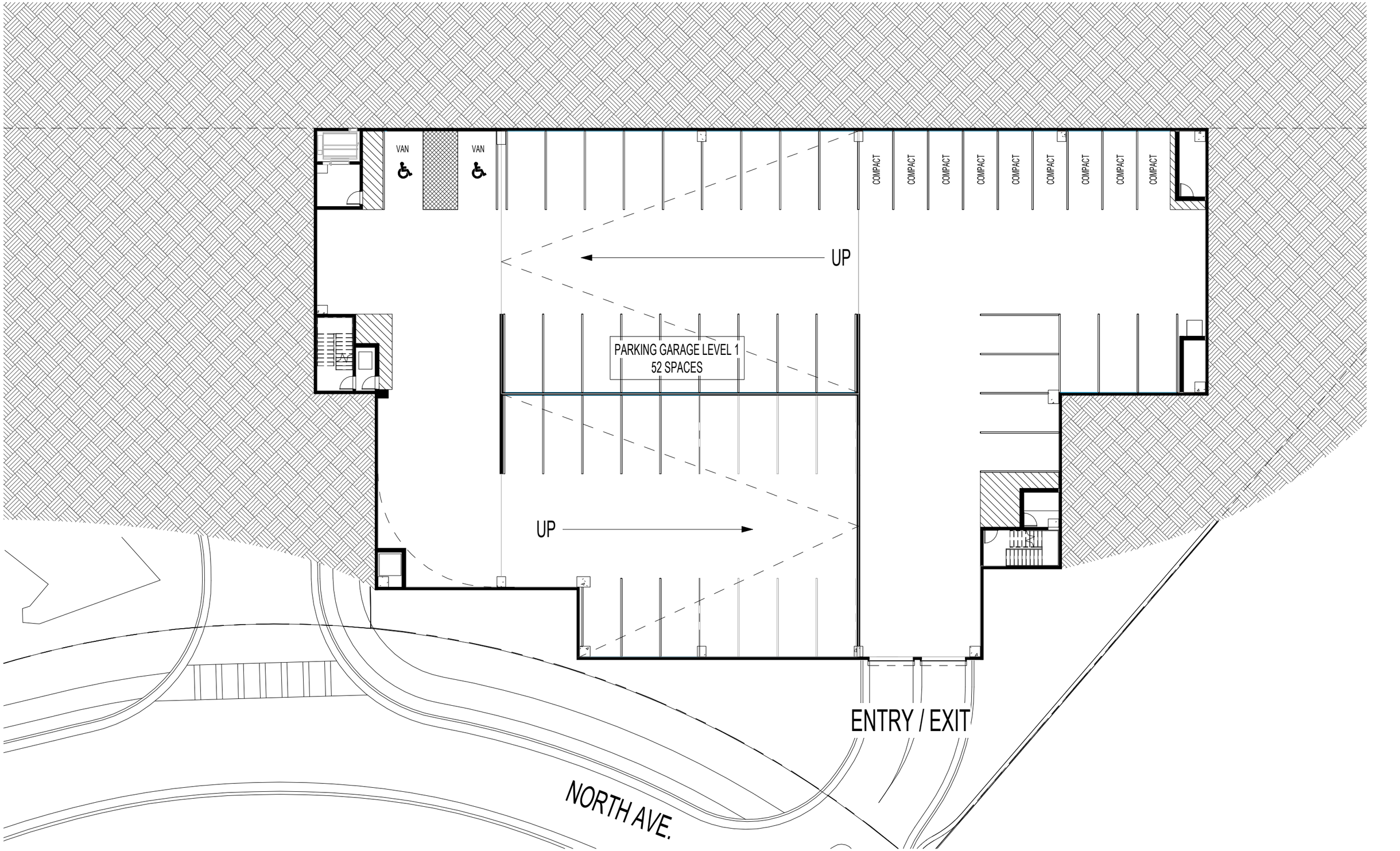
PARKING GARAGE ELEVATION - WEST



PARKING GARAGE ELEVATION - EAST



PARKING GARAGE ELEVATION - NORTH



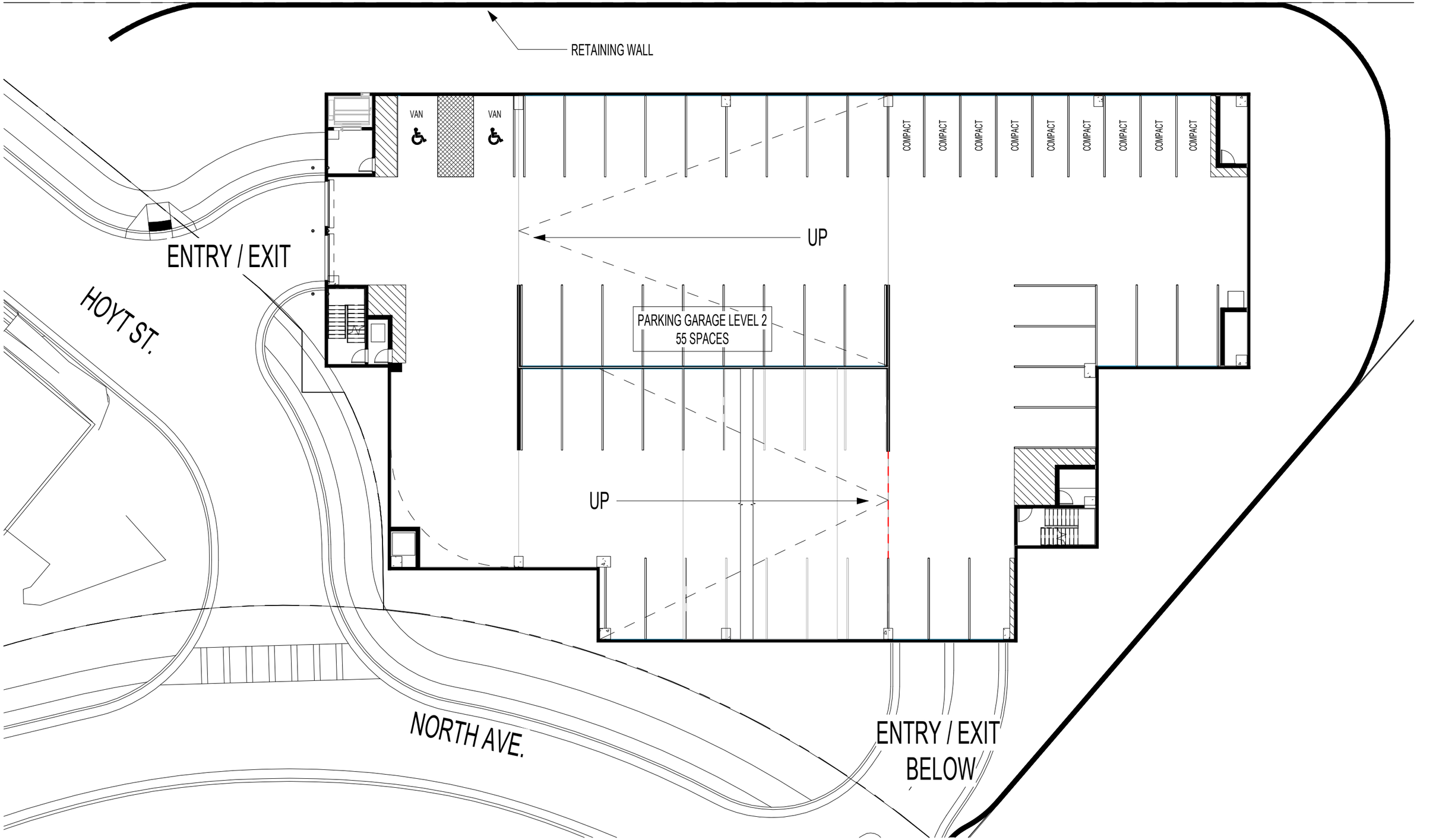
HUB ATHENS - PUBLIC PARKING GARAGE

LEVEL1 PLAN

NORTHWORKS

SCALE 1" = 20'-0"

10/14/2025



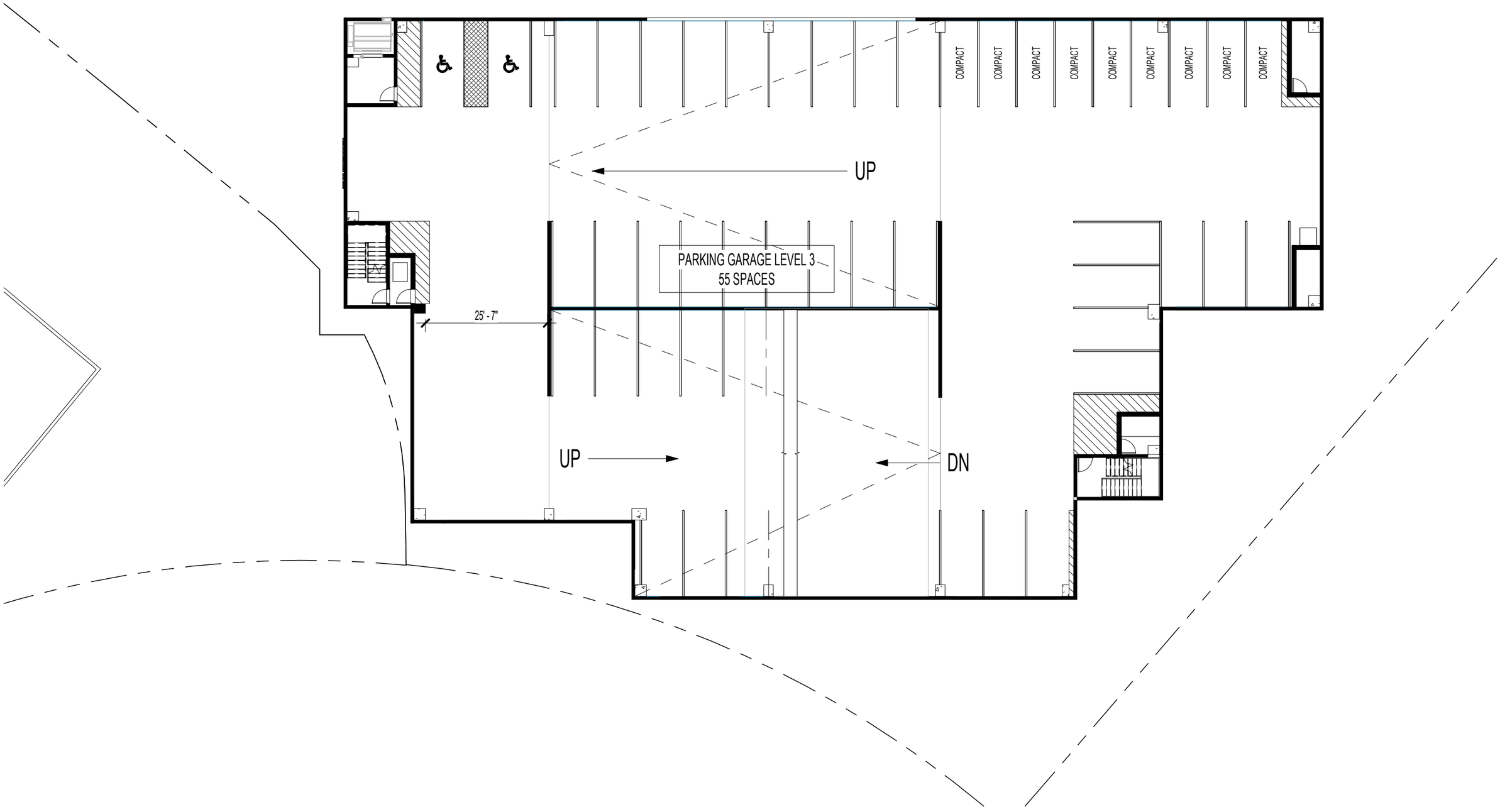
HUB ATHENS - PUBLIC PARKING GARAGE

LEVEL 2 PLAN

NORTHWORKS

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08/28/25



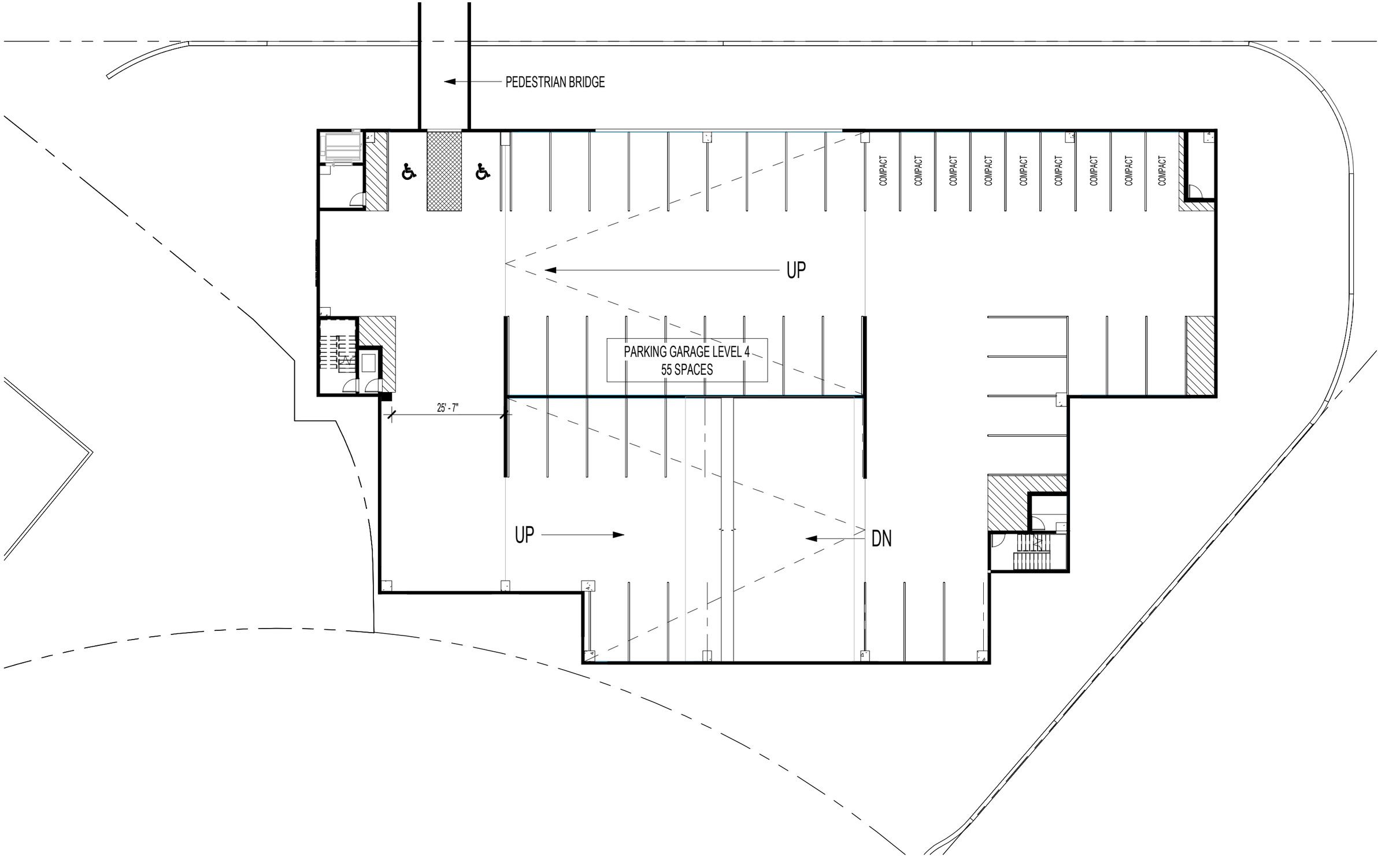
HUB ATHENS - PUBLIC PARKING GARAGE

LEVEL 3

NORTHWORKS

SCALE 1" = 20'-0"

10/14/2025



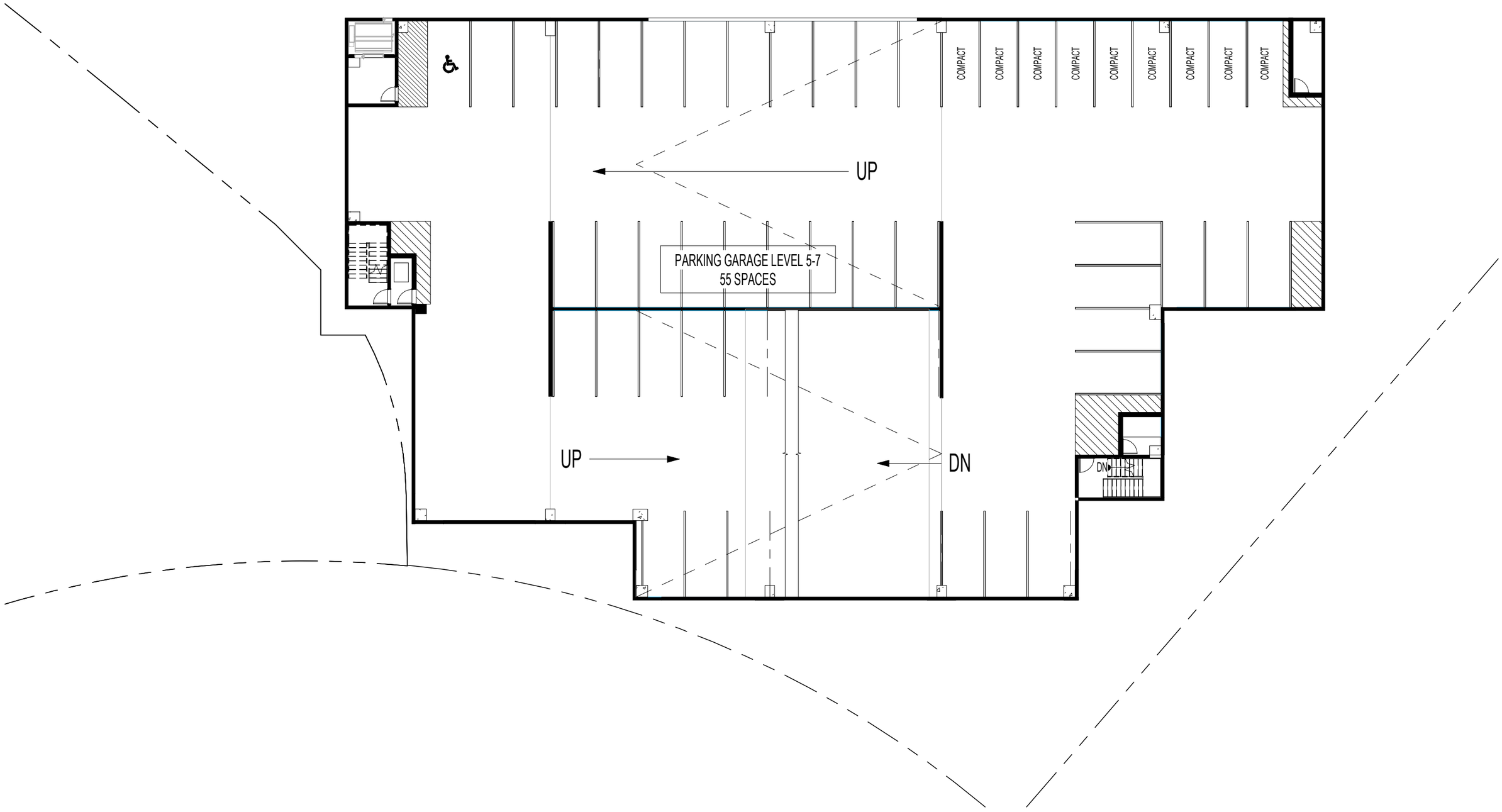
HUB ATHENS - PUBLIC PARKING GARAGE

LEVEL 4

NORTHWORKS

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10/14/2025



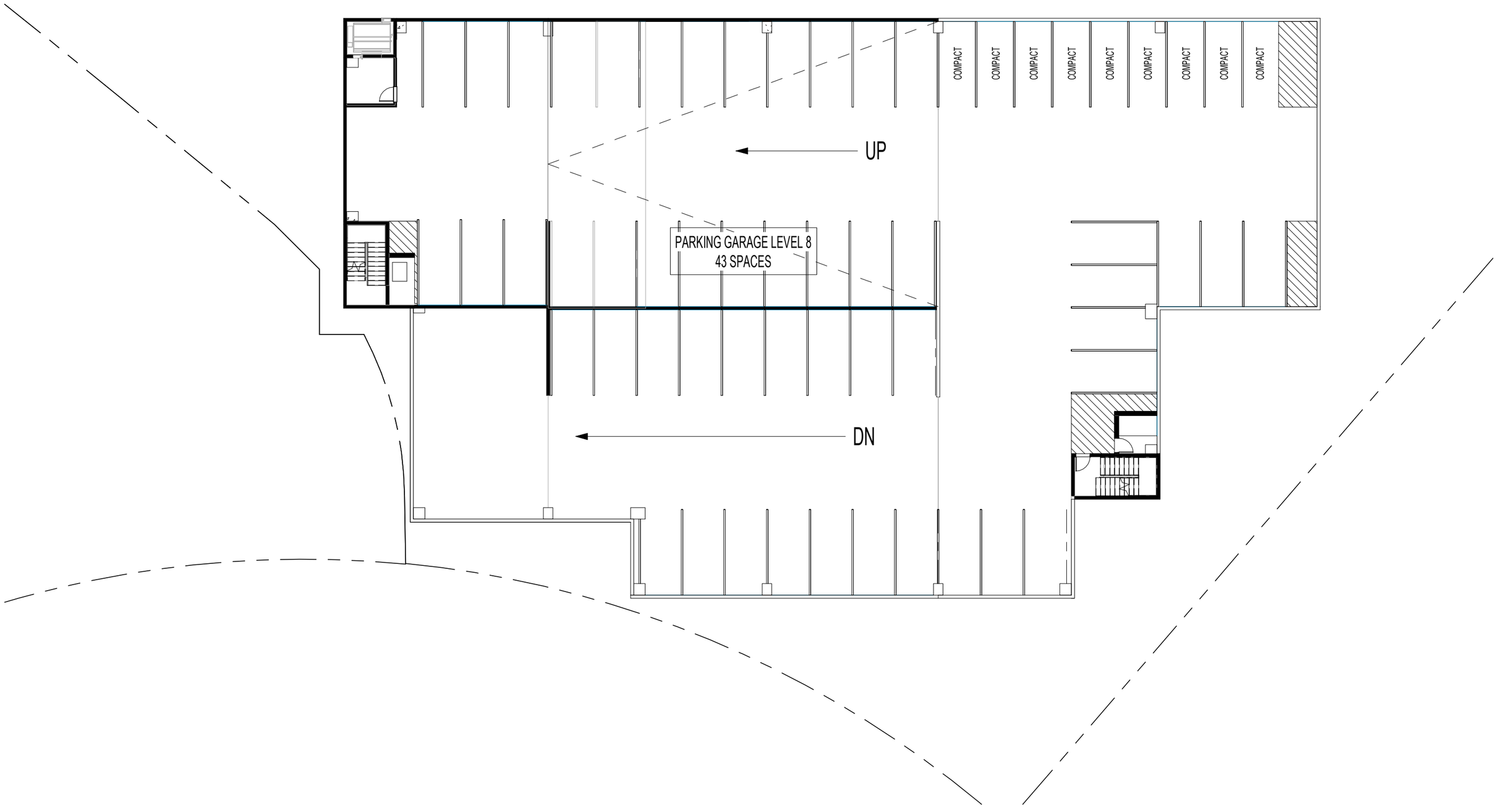
HUB ATHENS - PUBLIC PARKING GARAGE

LEVEL 5-7 PLAN

NORTHWORKS

SCALE 1" = 20'-0"

10/14/2025



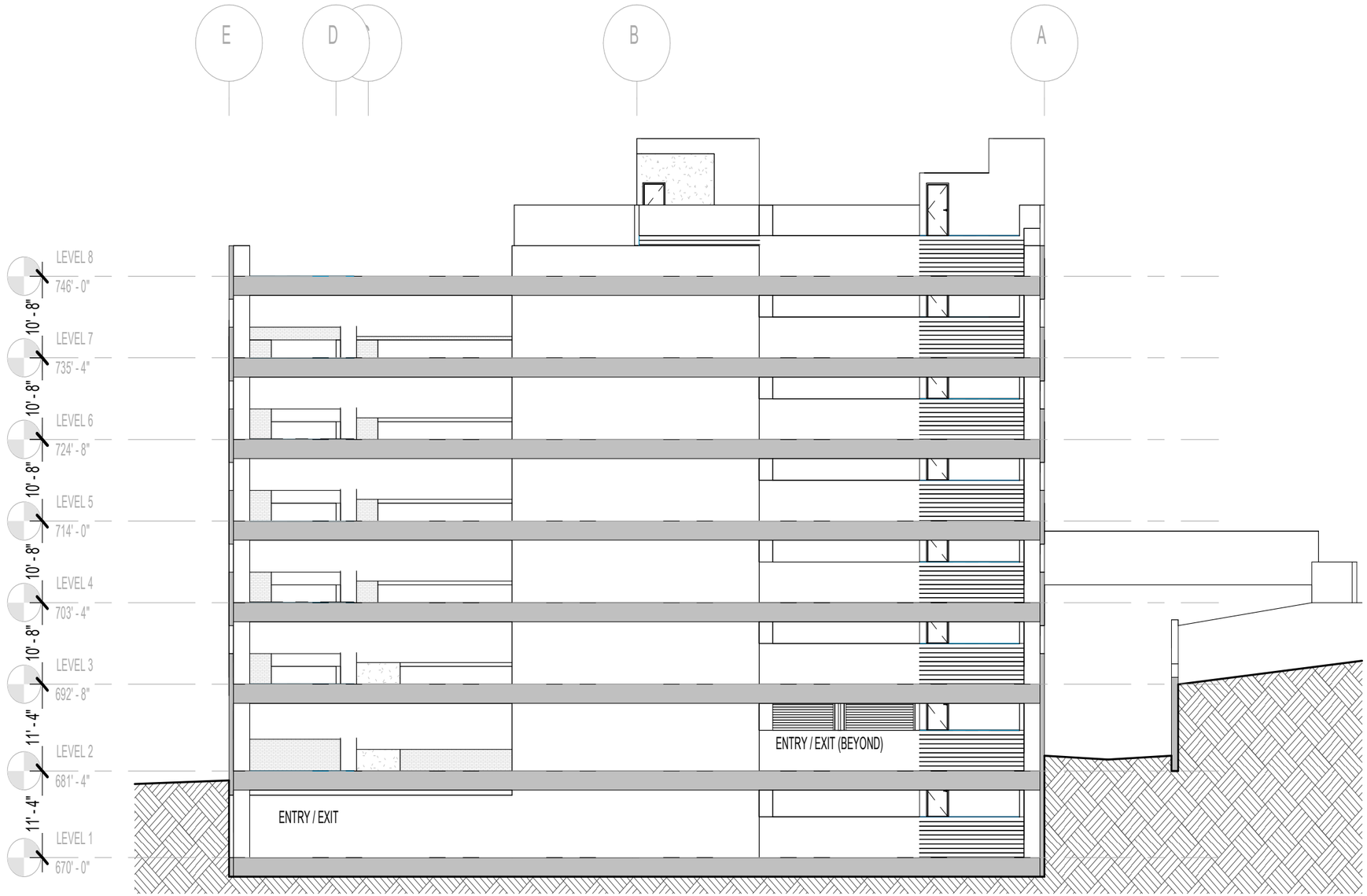
HUB ATHENS - PUBLIC PARKING GARAGE

LEVEL 8 PLAN

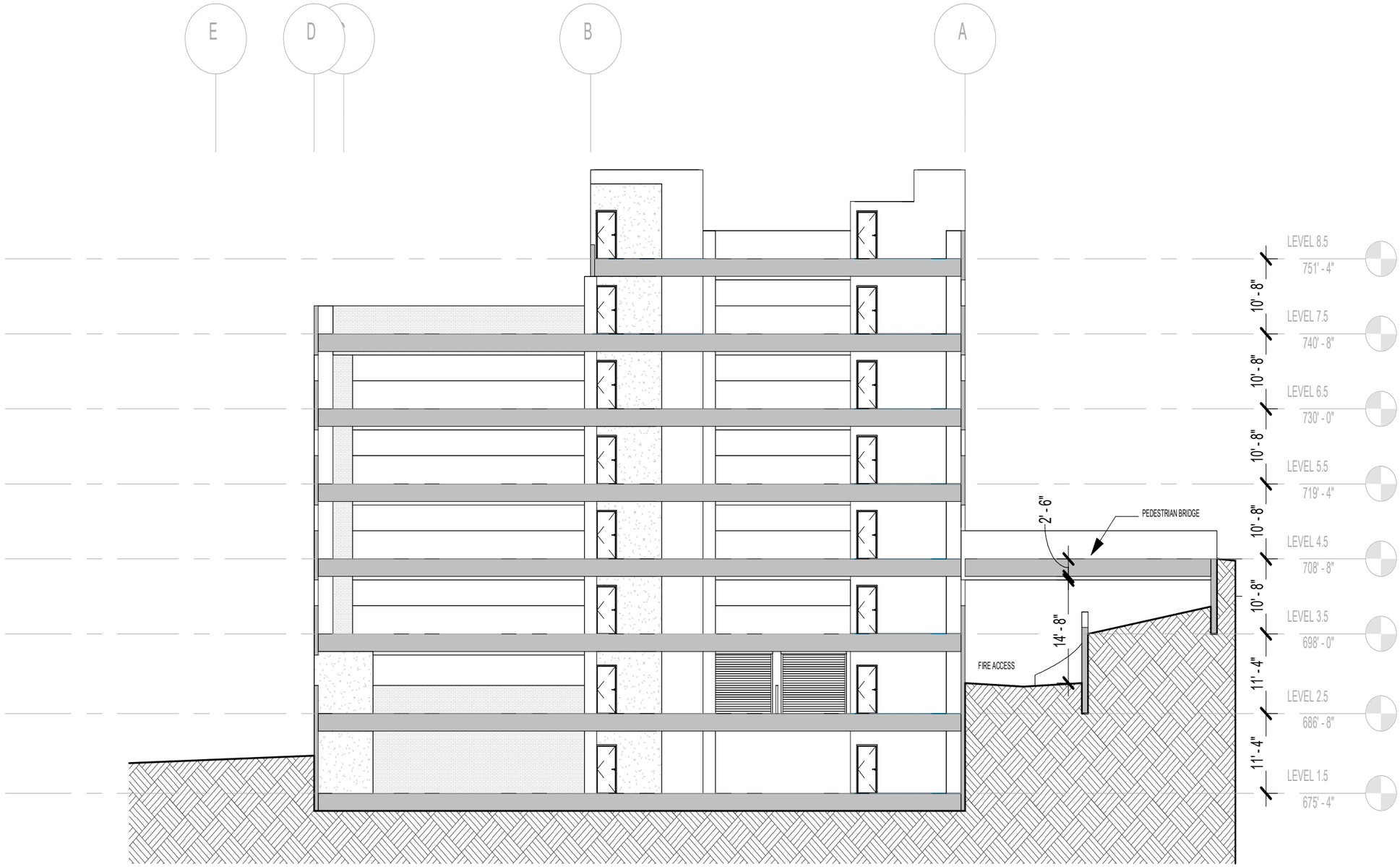
NORTHWORKS

SCALE 1" = 20'-0"

10/14/2025



PARKING GARAGE PLAN - SECTION 3.00 (1)



PARKING GARAGE PLAN - SECTION 3.01 (1)



PUBLIC PARKING GARAGE RENDERING

Exhibit 4.5

Parking Deck Budget

PARKING DECK BUDGET

SOFT COSTS			
Architectural Design	$	284,018	
Civil Engineering	$	152,000	
Landscape	$	43,550	
Elevator Consultant	$	10,000	
Parking Consultant	$	35,000	
TOTAL SOFT COSTS	**$**	**524,568**	$1,226/stall
HARD COSTS			
Site Work, Shoring, and Foundations	$	3,388,949	
Vertical Construction	$	9,177,836	
General Conditions & Requirements	$	1,577,047	
Insurance (SDI & CCIP)	$	450,405	
Structural / MEP Engineering (Design/Build)	$	104,218	
Contingency	$	1,583,168	
General Contracting Fee	$	814,081	5.00%
TOTAL HARD COSTS	**$**	**17,095,704**	$39,943/stall
TOTAL PARKING DECK BUDGET	**$**	**17,620,272**	**$41,169/stall**

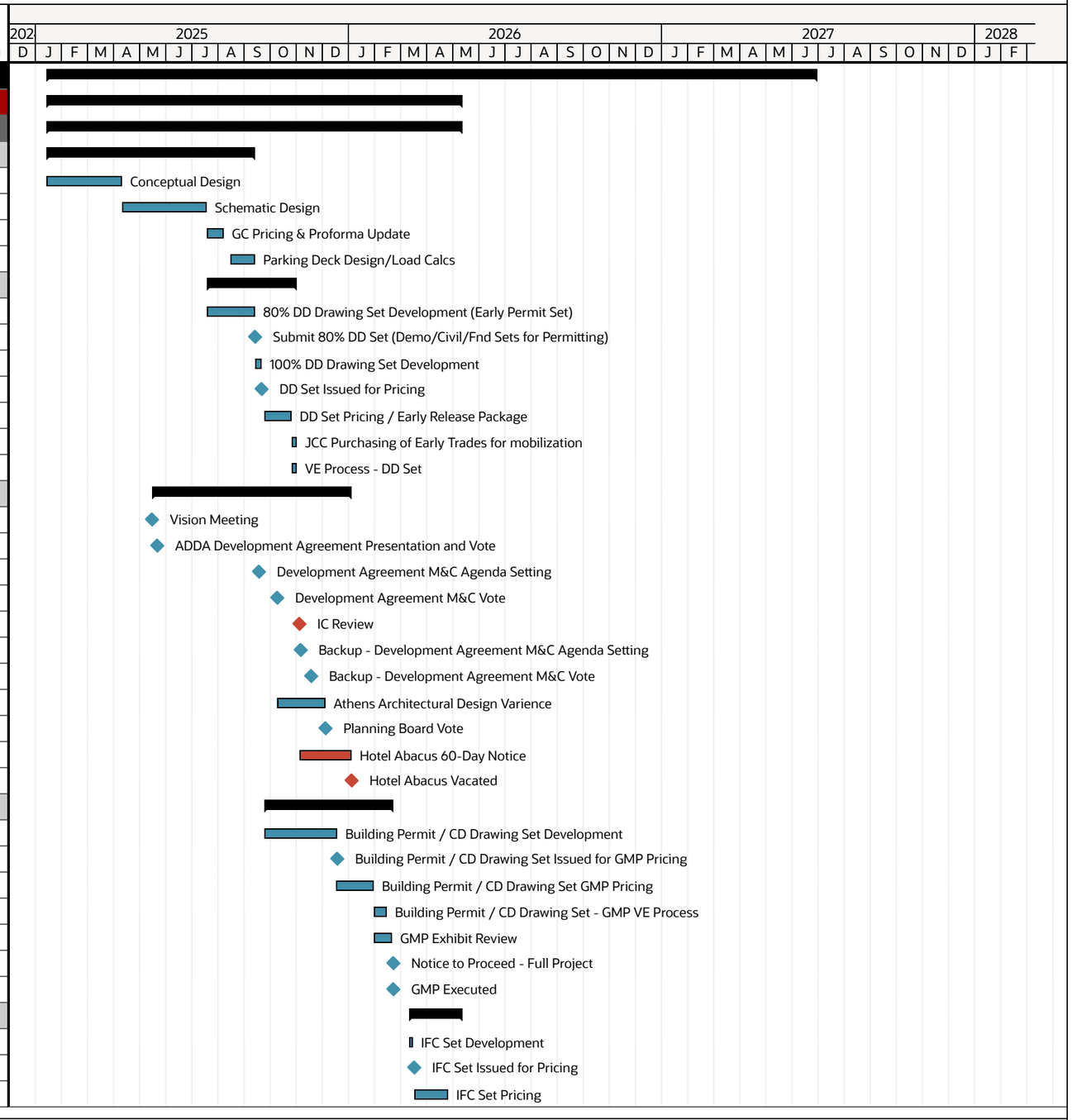
Exhibit 4.6

Approved Project Schedule

Project Schedule

HUB Athens II

	Name	Planned Duration	Start	Finish
1	HUB Athens II - Public Parking Deck	753d	01/13/25	06/29/27
2	PRECONSTRUCTION	407d	01/13/25	05/11/26
3	Design & Budget Confirmation	407d	01/13/25	05/11/26
4	Schematic Design	205d	01/13/25	09/11/25
5	Conceptual Design	62d	01/13/25	04/08/25
6	Schematic Design	70d	04/09/25	07/16/25
7	GC Pricing & Proforma Update	15d	07/17/25	08/06/25
8	Parking Deck Design/Load Calcs	20d	08/14/25	09/11/25
9	Design Development / Early Permit Set (Demo/Site/Deep foundation ...	75d	07/17/25	10/30/25
10	80% DD Drawing Set Development (Early Permit Set)	40d	07/17/25	09/11/25
11	Submit 80% DD Set (Demo/Civil/Fnd Sets for Permitting)	0d		09/11/25
12	100% DD Drawing Set Development	6d	09/12/25	09/19/25
13	DD Set Issued for Pricing	0d	09/19/25	
14	DD Set Pricing / Early Release Package	25d	09/22/25	10/24/25
15	JCC Purchasing of Early Trades for mobilization	5d	10/24/25	10/30/25
16	VE Process - DD Set	5d	10/24/25	10/30/25
17	Critical Development Meetings	161d	05/14/25	01/02/26
18	Vision Meeting	0d	05/14/25	
19	ADDA Development Agreement Presentation and Vote	0d	05/20/25	
20	Development Agreement M&C Agenda Setting	0d	09/16/25	
21	Development Agreement M&C Vote	0d	10/07/25	
22	IC Review	0d	11/03/25	
23	Backup - Development Agreement M&C Agenda Setting	0d	11/04/25	
24	Backup - Development Agreement M&C Vote	0d	11/17/25	
25	Athens Architectural Design Varience	40d	10/07/25	12/03/25
26	Planning Board Vote	0d		12/03/25
27	Hotel Abacus 60-Day Notice	40d	11/03/25	01/02/26
28	Hotel Abacus Vacated	0d		01/02/26
29	Issue for Building Permit / Construction Documents	104d	09/22/25	02/19/26
30	Building Permit / CD Drawing Set Development	60d	09/22/25	12/16/25
31	Building Permit / CD Drawing Set Issued for GMP Pricing	0d	12/17/25	
32	Building Permit / CD Drawing Set GMP Pricing	30d	12/16/25	01/29/26
33	Building Permit / CD Drawing Set - GMP VE Process	10d	01/30/26	02/12/26
34	GMP Exhibit Review	14d	01/30/26	02/18/26
35	Notice to Proceed - Full Project	0d	02/19/26	
36	GMP Executed	0d	02/19/26	
37	Issued for Construction Set - 100% IFC	45d	03/09/26	05/11/26
38	IFC Set Development	5d	03/09/26	03/13/26
39	IFC Set Issued for Pricing	0d	03/16/26	
40	IFC Set Pricing	30d	03/16/26	04/24/26

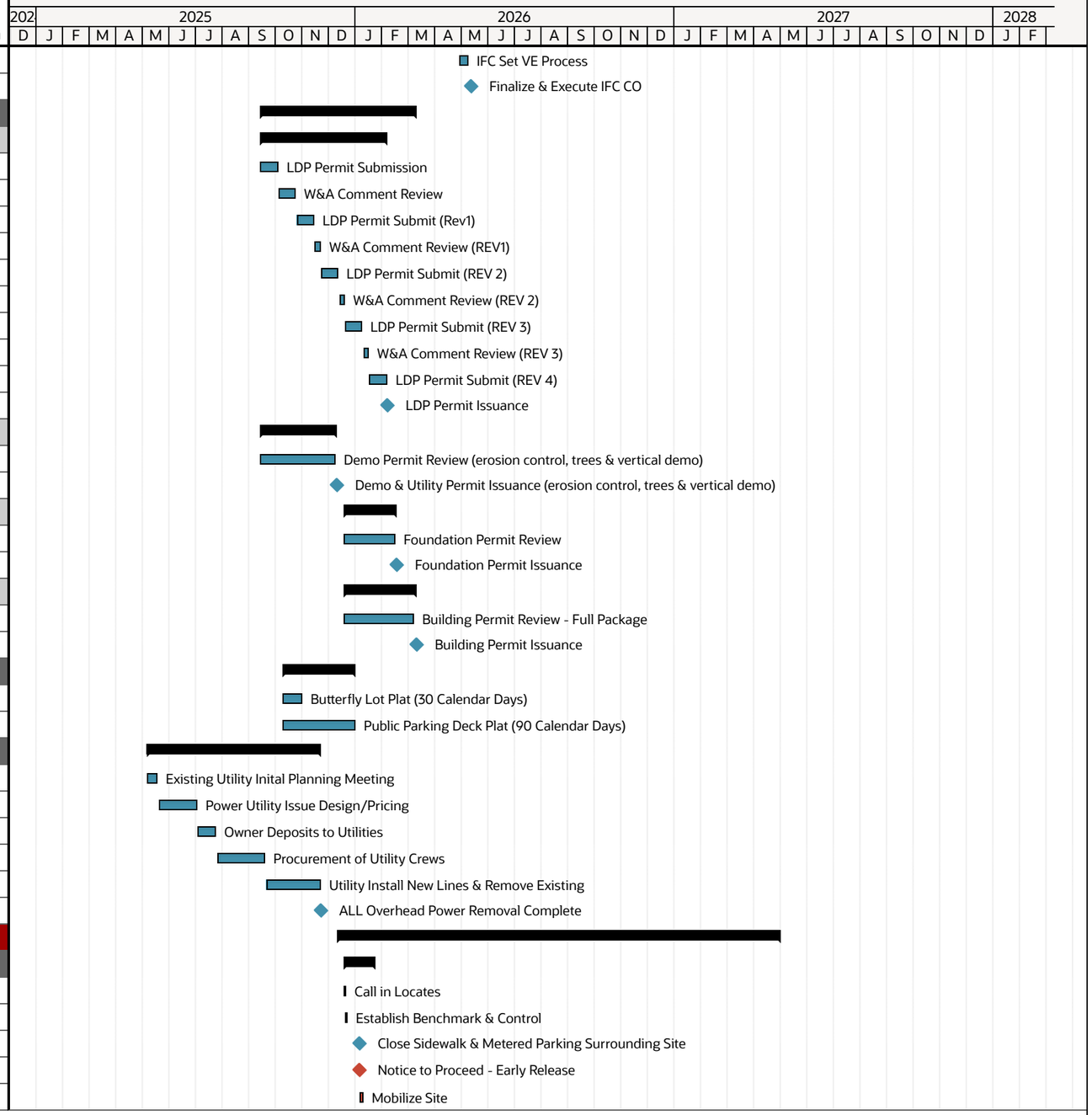


Current
Progress
Critical
Milestones
Summary

Project Schedule

HUB Athens II

	Name	Planned Duration	Start	Finish
41	IFC Set VE Process	10d	04/27/26	05/08/26
42	Finalize & Execute IFC CO	0d	05/11/26	
43	Permitting	122d	09/12/25	03/09/26
44	LDP Permit	101d	09/12/25	02/06/26
45	LDP Permit Submission	15d	09/12/25	10/02/25
46	W&A Comment Review	15d	10/03/25	10/23/25
47	LDP Permit Submit (Rev1)	15d	10/24/25	11/13/25
48	W&A Comment Review (REV1)	5d	11/14/25	11/20/25
49	LDP Permit Submit (REV 2)	13d	11/21/25	12/11/25
50	W&A Comment Review (REV 2)	5d	12/12/25	12/18/25
51	LDP Permit Submit (REV 3)	12d	12/19/25	01/08/26
52	W&A Comment Review (REV 3)	5d	01/09/26	01/15/26
53	LDP Permit Submit (REV 4)	15d	01/16/26	02/05/26
54	LDP Permit Issuance	0d	02/06/26	
55	Demo Permit	61d	09/12/25	12/09/25
56	Demo Permit Review (erosion control, trees & vertical demo)	60d	09/12/25	12/08/25
57	Demo & Utility Permit Issuance (erosion control, trees & vertical demo)	0d	12/09/25	
58	Foundation Permit	40d	12/17/25	02/16/26
59	Foundation Permit Review	40d	12/17/25	02/13/26
60	Foundation Permit Issuance	0d	02/16/26	
61	Building Permit	55d	12/17/25	03/09/26
62	Building Permit Review - Full Package	55d	12/17/25	03/06/26
63	Building Permit Issuance	0d	03/09/26	
64	Zoning	59d	10/07/25	12/31/25
65	Butterfly Lot Plat (30 Calendar Days)	19d	10/07/25	10/31/25
66	Public Parking Deck Plat (90 Calendar Days)	58d	10/07/25	12/31/25
67	Overhead Power Relocation	141d	05/05/25	11/21/25
68	Existing Utility Inital Planning Meeting	10d	05/05/25	05/16/25
69	Power Utility Issue Design/Pricing	30d	05/19/25	07/01/25
70	Owner Deposits to Utilities	15d	07/02/25	07/23/25
71	Procurement of Utility Crews	40d	07/24/25	09/18/25
72	Utility Install New Lines & Remove Existing	45d	09/19/25	11/20/25
73	ALL Overhead Power Removal Complete	0d	11/21/25	
74	CONSTRUCTION ACTIVITIES	425d	12/09/25	04/29/27
75	Mobilization	25d	12/17/25	01/23/26
76	Call in Locates	1d	12/17/25	12/17/25
77	Establish Benchmark & Control	1d	12/18/25	12/18/25
78	Close Sidewalk & Metered Parking Surrounding Site	0d	01/05/26	
79	Notice to Proceed - Early Release	0d	01/05/26	
80	Mobilize Site	5d	01/05/26	01/09/26

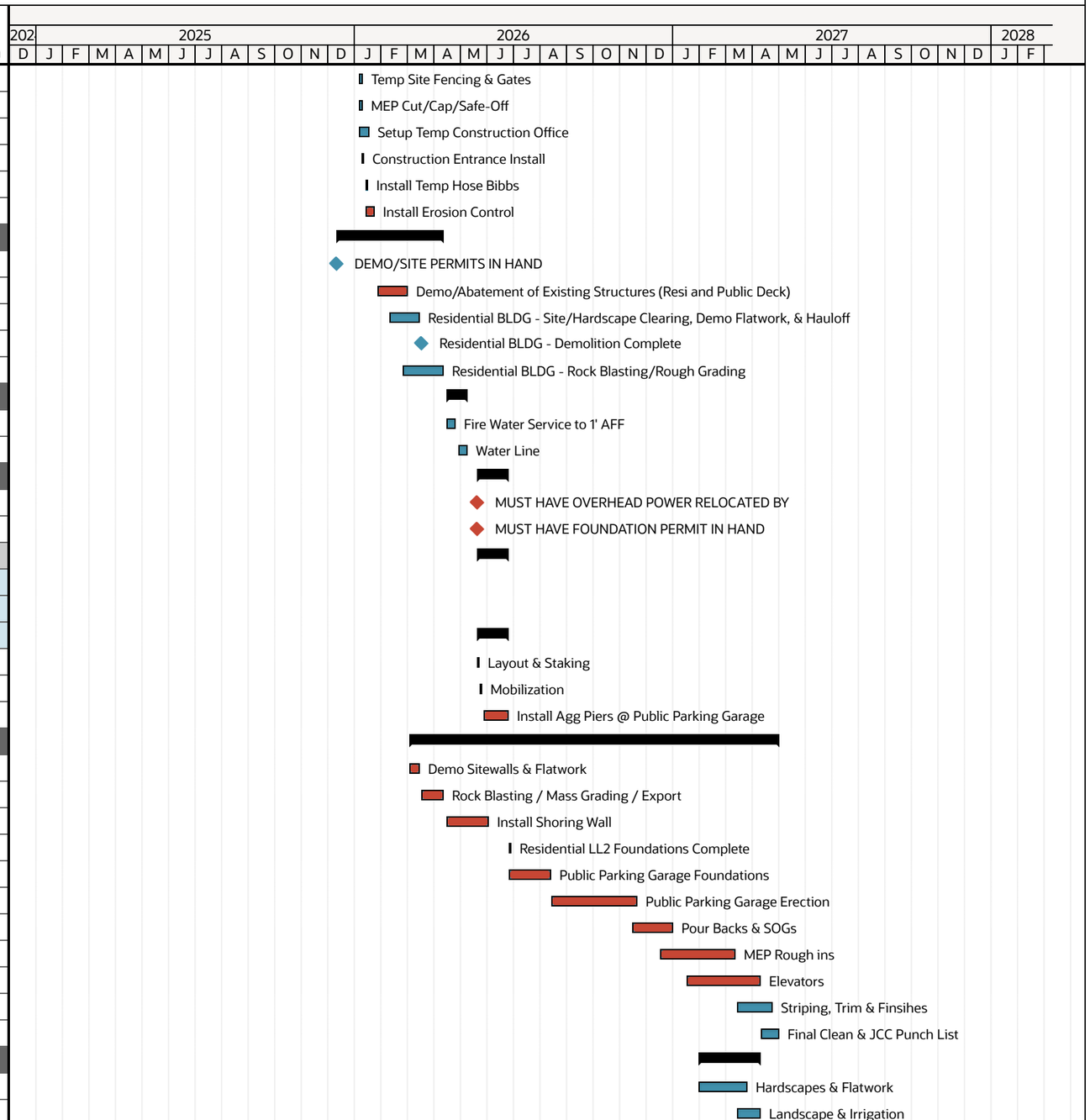


Current
Progress
Critical
Milestones
Summary

Project Schedule

HUB Athens II

	Name	Planned Duration	Start	Finish
81	Temp Site Fencing & Gates	5d	01/05/26	01/09/26
82	MEP Cut/Cap/Safe-Off	5d	01/05/26	01/09/26
83	Setup Temp Construction Office	10d	01/05/26	01/16/26
84	Construction Entrance Install	3d	01/07/26	01/09/26
85	Install Temp Hose Bibbs	3d	01/12/26	01/14/26
86	Install Erosion Control	10d	01/12/26	01/23/26
87	Demolition & Site	86d	12/09/25	04/10/26
88	DEMO/SITE PERMITS IN HAND	0d	12/09/25	
89	Demo/Abatement of Existing Structures (Resi and Public Deck)	25d	01/26/26	02/27/26
90	Residential BLDG - Site/Hardscape Clearing, Demo Flatwork, & Hauloff	25d	02/09/26	03/13/26
91	Residential BLDG - Demolition Complete	0d	03/16/26	
92	Residential BLDG - Rock Blasting/Rough Grading	35d	02/23/26	04/10/26
93	Utilities - TBD	20d	04/13/26	05/08/26
94	Fire Water Service to 1' AFF	10d	04/13/26	04/24/26
95	Water Line	10d	04/27/26	05/08/26
96	Deep Foundations	30d	05/19/26	06/23/26
97	MUST HAVE OVERHEAD POWER RELOCATED BY	0d	05/19/26	
98	MUST HAVE FOUNDATION PERMIT IN HAND	0d	05/19/26	
99	Rigid Inclusion Install	30d	05/19/26	06/23/26
100	LL2 Residential Parking Garage (RI)			
101	LL2 Residential Building (RI)			
102	Public Parking Garage	25d	05/19/26	06/23/26
103	Layout & Staking	3d	05/19/26	05/21/26
104	Mobilization	2d	05/21/26	05/22/26
105	Install Agg Piers @ Public Parking Garage	20d	05/26/26	06/23/26
106	Public Parking Garage	357d	03/02/26	04/29/27
107	Demo Sitewalls & Flatwork	10d	03/02/26	03/13/26
108	Rock Blasting / Mass Grading / Export	20d	03/16/26	04/10/26
109	Install Shoring Wall	35d	04/13/26	06/01/26
110	Residential LL2 Foundations Complete	0d	06/24/26	06/24/26
111	Public Parking Garage Foundations	35d	06/24/26	08/12/26
112	Public Parking Garage Erection	70d	08/13/26	11/19/26
113	Pour Backs & SOGs	30d	11/13/26	12/30/26
114	MEP Rough ins	60d	12/15/26	03/11/27
115	Elevators	60d	01/15/27	04/08/27
116	Striping, Trim & Finsihes	30d	03/12/27	04/22/27
117	Final Clean & JCC Punch List	15d	04/09/27	04/29/27
118	Hardscape/Landscape	50d	01/29/27	04/08/27
119	Hardscapes & Flatwork	40d	01/29/27	03/25/27
120	Landscape & Irrigation	20d	03/12/27	04/08/27

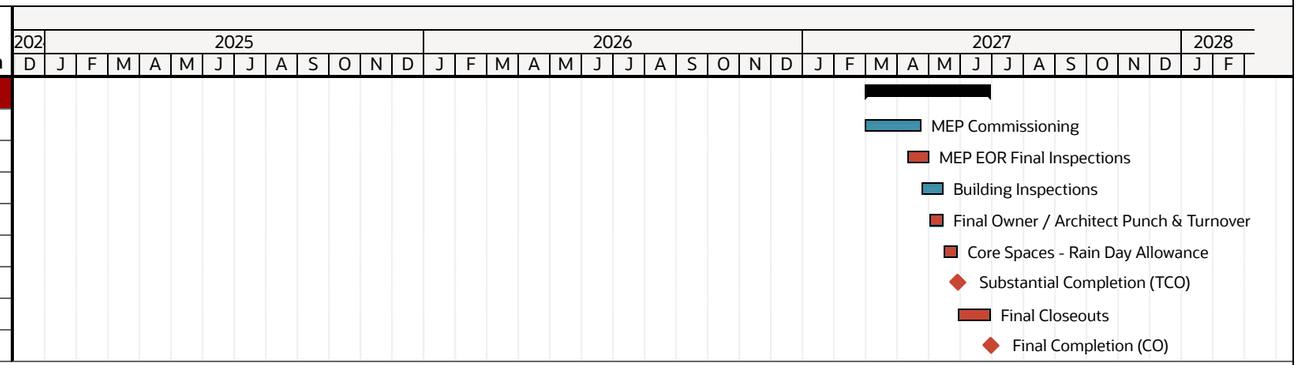


Current
Progress
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Project Schedule

HUB Athens II

	Name	Planned Duration	Start	Finish
121	Closeout	85d	02/26/27	06/29/27
122	MEP Commissioning	40d	02/26/27	04/22/27
123	MEP EOR Final Inspections	15d	04/09/27	04/29/27
124	Building Inspections	15d	04/23/27	05/13/27
125	Final Owner / Architect Punch & Turnover	10d	04/30/27	05/13/27
126	Core Spaces - Rain Day Allowance	10d	05/14/27	05/27/27
127	Substantial Completion (TCO)	0d		05/27/27
128	Final Closeouts	20d	05/28/27	06/28/27
129	Final Completion (CO)	0d	06/29/27	



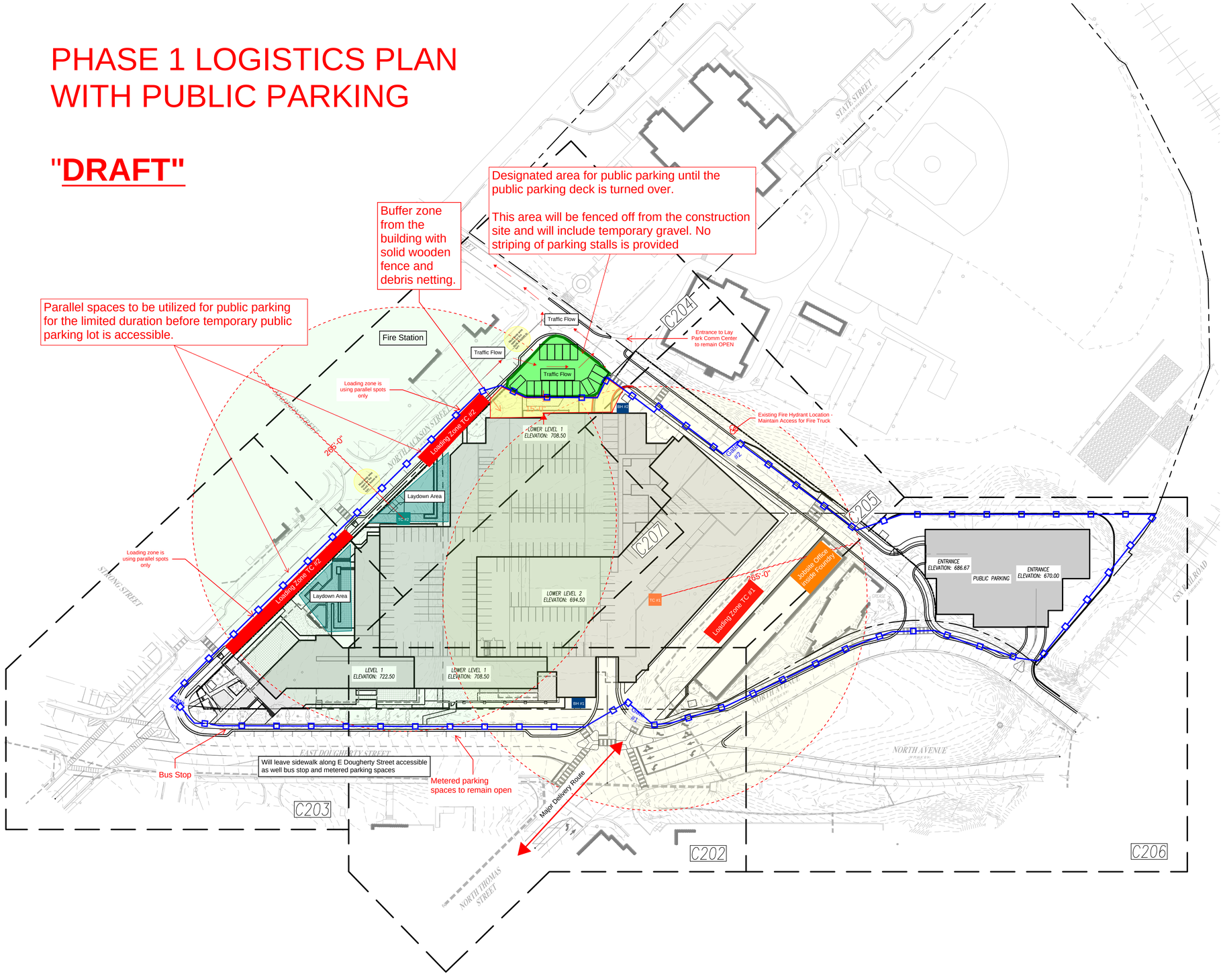
Current
Progress
Critical
Milestones
Summary

Exhibit 4.8

Logistics Plans

PHASE 1 LOGISTICS PLAN WITH PUBLIC PARKING

"DRAFT"



SCALE 1" = 60'

30 60 120

W&A ENGINEERING

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

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HUB II ATHENS

ATHENS-CLARKE COUNTY, GEORGIA

295 E DOUGHERTY ST - +/- 4.52 ACRES

CORE SPACES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: XX/XX/XX

ISSUANCE DATE: 07/18/2025

07/18/2025

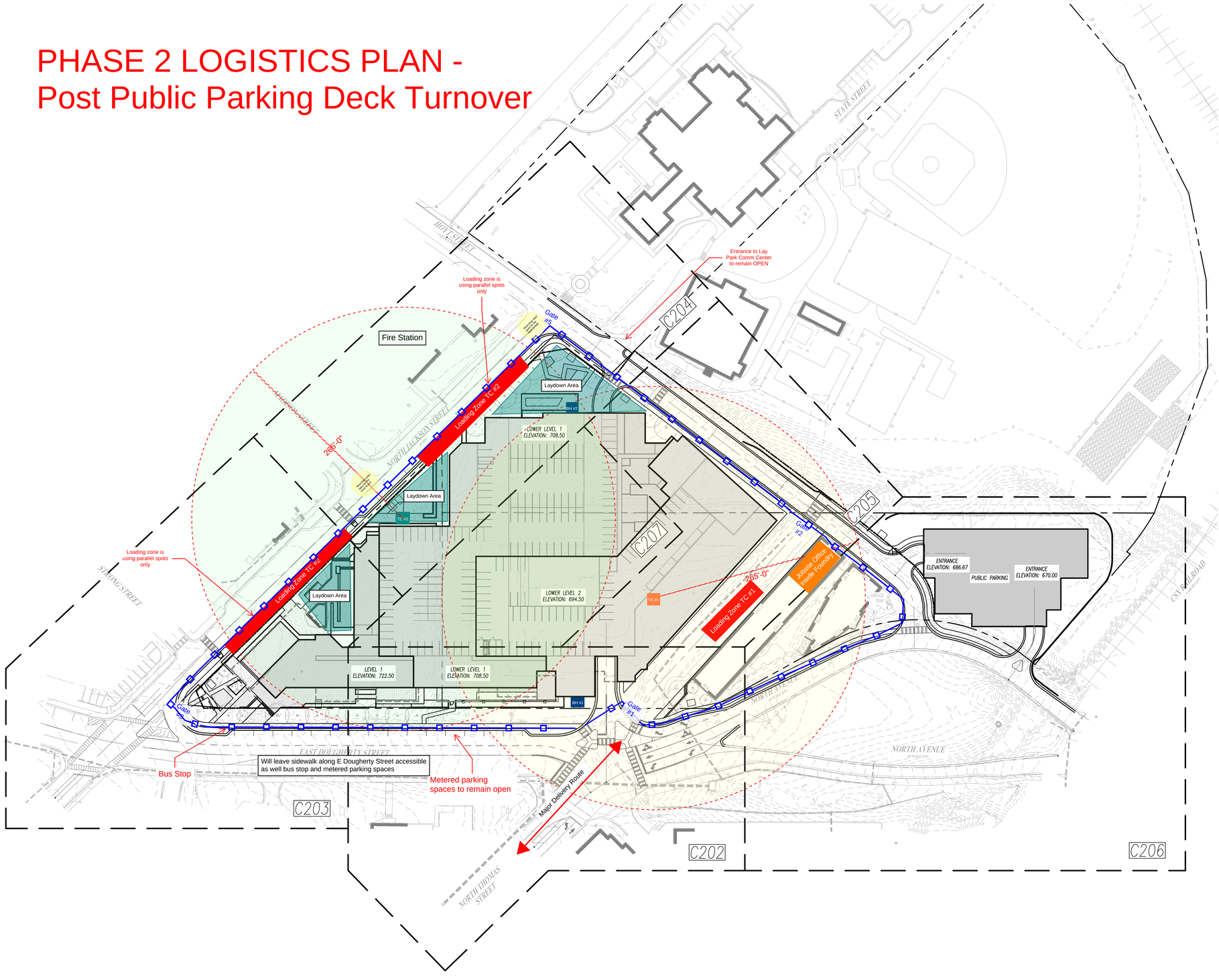
W&A PROJECT #: 230369

SITE PLAN

C201

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PHASE 2 LOGISTICS PLAN -
Post Public Parking Deck Turnover



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REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: XX/XX/XX

ISSUANCE DATE: 07/18/2025

07/18/2025

W&A PROJECT #: 230369

SITE PLAN

C201

SCALE 1" = 60'

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Exhibit 4.9

Multiple Obligee Rider

MULTIPLE OBLIGEE RIDER

This Rider is to be attached to and forms a part of Bond No. issued by (hereinafter referred to as "Surety"), as Surety, on the day of 20 (hereinafter referred to as "Bond")

WHEREAS, on or about the day of , 20 , (hereinafter called the "Principal"), entered into a written agreement with (hereinafter called the "Primary Obligee") for the purpose of (hereinafter called the "contract"); and

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bond in connection with the Contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to execute and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that AND shall be added to said bond as a named obligee (hereinafter referred to as "Additional Obligee(s)", subject to the conditions set forth below:

1. The Surety shall not be liable under the bond to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Bond' the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the bond may be made by joint check payable to one or more of the obligees.
3. The Surety may, at its option, make payments under said Bond by check issued jointly to all of the obligees.

Except as herein modified, the Bond shall be and remains in full force and effect.

Signed and sealed this day of , 20 .

By:_____ (Principal)

By:_____ (Primary Obligee)

By:_____ (Additional Obligee)

By:_____ (Additional Obligee)

By:_____ (Surety Name)

_____, Attorney-in-Fact

Exhibit 4.12.a

Form of

Assignment of Contracts, Permits, Warranties, Guarantees and Operating Manuals

ASSIGNMENT OF CONTRACTS, PERMITS, WARRANTIES, GUARANTEES, AND OPERATING MANUALS

THIS ASSIGNMENT OF PERMITS, CONTRACTS, WARRANTIES, GUARANTEES, AND OPERATING MANUALS made as of this _____ day of _____, 20___, by _____ (Assignor") to and or the benefit of the **Downtown Athens Development Authority**, ("Assignee");

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Assignor has completed construction, delivered and released a Parking Deck to the Assignee on real property located in Athens-Clarke County, more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property").

NOW, THEREFORE, for and in consideration of the sum of Ten ($10.00) Dollars in hand paid by Assignee to Assignor, and other good and valuable considerations, the receipt and sufficiency of which are herewith acknowledged, Assignor hereby assigns, transfers, conveys and sets over unto Assignee the following:

(1) All right, title, interest, powers, options and privileges of Assignor, if any, in, under and to any and all transferable electrical, zoning, building, occupancy, fire, safety and health permits, approvals and certificates, and all other approvals, permits or certificates issued by any city, county, state, federal or other governmental agency, department, commission, board, bureau or instrumentality relating to the use, construction, maintenance or operation of the Property; and

(2) All right, title, interest, powers, options and privileges, if any, in, under and to any and all warranties, guarantees, or operating manuals relating to any improvements, equipment, signs, mechanical systems and building systems located at the Property; and

This Agreement shall be binding upon Assignor and shall inure to the benefit of Assignee, its successors, assigns and successors in title to the Property. This Agreement is made without any warranty or representation by, or recourse against the Assignor of any kind whatsoever.

IN WITNESS WHEREOF, the undersigned Assignor has hereunto set her hand and affixed her seal the day and year first above written.

ASSIGNOR:

By: _____
Name:
Title:

ASSIGNEE:

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By: _____

Chairperson

Attest: _____

Secretary

Exhibit 4.14.a

Promissory Note

This Note has not been registered under the Securities Act of 1933. Its transferability is restricted as described herein.

$_____ Note Delivery Date: _____, 2025

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY, a public body corporate and politic created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, as amended (the "**Authority**"), for value received, promises to pay in installments to CS Acquisition Vehicle, LLC (the "**Developer**") the amounts advanced under this note in accordance with the provisions of the Resolution (hereinafter referred to) and as shown on the Schedule of Advances attached hereto, such amounts advanced in the aggregate shall not exceed Eight Million One Hundred Thousand Dollars ($8,100,000), and to pay interest on the unpaid balance of such principal sum of this Note beginning on the last day of the month starting on January 31 the year after the certificate of occupancy for the **"Core Project"** is issued (as that term is defined in the Development Agreement) (the "**Initial Interest Payment Date"**) at the rate of 5.00% per annum, compounded monthly. Principal and interest shall be payable in equal monthly installments over a period of 180 months (the "**Monthly Installments**"), with the first Monthly Installment due on the Initial Interest Payment Date, and continuing on the last day of each month thereafter until the principal and all accrued interest have been paid in full. Notwithstanding the foregoing, the Authority may, at its option, prepay this Note in whole at any time without premium, penalty, or additional charge, provided that all accrued interest through the date of prepayment is paid in full. Terms used but not defined herein shall have the meanings ascribed to such terms in the Development Agreement, as defined below.

This Note has been executed and delivered by the Authority to the Developer pursuant to a resolution of the Authority adopted on _____, 2025 (the "**Resolution**") and a certain Development Agreement dated as of _____ 1, 2025 (the "**Development Agreement**"), between the Authority, the Developer, and The Unified Government of Athens-Clarke County, a political subdivision of the State of Georgia (the "**Unified Government**"). Pursuant to the Development Agreement, the Authority engaged the Developer to procure services related to the design, initial development, and construction of a parking deck to be located on the Parking Deck Parcel and to contain not less than Four Hundred Twenty-Five (425) parking spaces (the "**Parking Deck**").

Payments of the Monthly Installments due under this Note shall be backed by an agreement with the Unified Government as it pertains to the management of and revenues for downtown parking and secured by the Contract Payments (as defined below).

The Unified Government shall, pursuant to that certain Intergovernmental Agreement between the Unified Government and the Authority dated as of _____ 1, 2025 (the "**Intergovernmental Agreement**"), pay to the Authority, for deposit into a separate account subject to a lien in favor of the Developer, Sixty Three Thousand Nine Hundred Thirty Two and 67/100 dollars ($63,932.67) beginning on January 15th the year after the certificate of occupancy for the Core Project is issued and continuing for a total of 180 months (the "**Contract Payments**").

This Note may not be transferred to any person other than to a "Qualified Institutional Buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended); or an

"Institutional Accredited Investor" (as described in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended).

This Note may be registered as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this note. Upon such registration of transfer, a new note will be issued to the transferee in exchange therefor. No service charge shall be made for any registration of transfer hereinbefore referred to, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

This Note shall not constitute a debt or a pledge of the faith and credit or taxing power of the Unified Government or the Authority, but shall be payable solely from revenues for downtown parking, Contract Payments, and other sources expressly pledged for such payment hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority has caused this Note to be executed in its name and its corporate seal to be hereunto affixed and attested by its duly authorized officer, all as of the date first above written.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By: _____
Chairperson

Attest: _____
Secretary

[SEAL]

SCHEDULE OF ADVANCES

Certificate of Advance Date	Amount of Advance	Signature

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned authorizing Resolution of Board of Directors of the Downtown Athens Development Authority adopted on _____, 2025, and is hereby authenticated.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By:_____
Chairman

Date of Authentication: _____, 2025

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

_____

_____

_____

_____

_____

the within Note of the Downtown Athens Development Authority and does hereby constitute and appoint _____ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of:_____

_____
Purchaser

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

EXHIBIT B

CERTIFICATE OF ADVANCE

An advance of [$_____] of the principal amount of Downtown Athens Development Authority Promissory Note, 2025 (the "Note") has been made this ____ day of _____, 20___. [Attached are the invoices supporting such advance]. The undersigned hereby certifies that the advance has been entered on the Schedule of Advances attached to the Note.

_____
By:_____
Title:_____

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to Downtown Athens Development Authority Promissory Note, 2025 in the aggregate principal amount of up to [$_____], which resolution was duly adopted at a meeting of the **Board of Directors of the Downtown Athens Development Authority** (the "Governing Body") which was duly called and assembled on _____, 2025, which was open to the public, and at which a quorum was present and acting throughout and that the original of said Resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said Resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body, this ___ day of _____, 2025.

(SEAL)

_____
Secretary

Exhibit 4.14.b

Note Resolution

RESOLUTION AUTHORIZING, AMONG OTHER THINGS,
THE ISSUANCE AND SALE OF A PROMISSORY NOTE
IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $8,100,000

WHEREAS, the Downtown Athens Development Authority, a public body corporate and politic created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, as amended (the "Authority") has been duly created and is validly existing under the laws of the State of Georgia; and

WHEREAS, pursuant to the Development Agreement, dated as of _____ 1, 2025 (the "Development Agreement"), among the Authority, CS Acquisitions Vehicle, LLC (the "Developer"), and The Unified Government of Athens-Clarke County, a political subdivision of the State of Georgia (the "Unified Government"), the Authority has engaged the Developer to procure services related to the design, initial development, and construction of a parking deck to be located on the Parking Deck Parcel and to contain not less than Four Hundred Twenty-Five (425) parking spaces (the "Parking Deck"); and

WHEREAS, the Authority proposes to issue a promissory note in the principal face amount of up to Eight Million One Hundred Thousand Dollars ($8,100,000) (the "Note") to the Developer in consideration for the services provided by the Developer pursuant to the Development Agreement, which shall be secured and payable from the Contract Payments (as defined below); and

WHEREAS, pursuant to an Intergovernmental Agreement, dated as of _____, 2025 (the "Intergovernmental Contract"), the Unified Government shall provide financial support to the Authority by paying to the Authority, for deposit into a separate account subject to a lien in favor of the Developer, Sixty Three Thousand Nine Hundred Thirty Two and 67/100 dollars ($63,932.67) beginning on January 15th the year after the certificate of occupancy for the Core Project is issued and continuing over the next 180 months (the "Contract Payments");

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority (the "Governing Body") and it is hereby resolved by authority of the same, as follows:

Section 1. Authorization of Note. The Note is hereby authorized to be issued in the principal face amount of up to Eight Million One Hundred Thousand Dollars ($8,100,000). The Note shall be designated "Downtown Athens Development Authority Promissory Note, 2025." The Note shall be dated as of the date of delivery thereof to the Developer; shall be payable as to principal and interest by check or wire transfer to the registered owner thereof; shall be payable as to principal and interest in lawful money of the United States of America; shall be numbered R-1; shall bear interest as provided in the Note; and shall mature and interest shall be payable as provided in the Note. The Note shall be issued in the form of a fully registered note. The Note shall be executed by the manual or facsimile signature of the Chairman and by the manual or facsimile signature of the Secretary, and the corporate seal of the

Authority shall be impressed or imprinted thereon. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be the valid Note of the Authority and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Authority when the Note shall be actually delivered.

The Developer will agree to purchase the Note by making advances to the Authority up to but not exceeding Eight Million One Hundred Thousand Dollars ($8,100,000) in accordance with the terms hereof. The Developer is hereby authorized to make notation of all advances made pursuant to this Section 1 and Section 3 hereof with respect to the Note on the Schedule of Advances attached to the Note. Although the principal face amount of the Note is as set forth above, the principal amount outstanding under the Note shall be the total of all such advances.

Section 2. Approval of Form of Note. The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery of the Note shall be conclusive evidence of such approval.

Section 3. Advance of Note Proceeds. The Developer is authorized and directed to make advances under the Note upon sending the Authority a Certificate of Advance as attached hereto as Exhibit B. Each such advance shall be deemed to constitute the issuance of the Authority's debt obligation, which debt shall be evidenced by the Note (the principal amount of which shall be deemed to be increased to the total of all such advances, less any principal repayments). By its acceptance of the Note, the Developer agrees to enter on the Schedule of Advances attached to the Note the information indicated with respect to such advance. By each Certificate, the Authority shall be deemed to have reaffirmed, as of the date thereof, all of the representations, warranties and covenants contained in this Resolution. No advance shall be made under this Resolution unless on the date at the advance all representations, warranties and covenants contained in this Resolution are true and correct.

Section 4. Designation of Paying Agent. [_____] is hereby designated as Paying Agent, Note Registrar and Authenticating Agent with respect to the Note.

Section 5. Revenues Used to Repay Note. The principal and interest on the Note shall be payable from and secured by the Contract Payments.

The Note shall be backed by an agreement with the Unified Government as it pertains to the management of and revenues for downtown parking and secured by a first lien on the Contract Payments, and by the first lien granted in favor of the Developer on amounts held in the separate account described in the Intergovernmental Contract.

Section 6. Authentication of Note. Only such Note as shall have endorsed thereon a certificate of authentication substantially in the form herein set forth duly executed by the Note Registrar shall be deemed to be validly issued hereunder. No Note shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been

executed by the Note Registrar, and such executed certificate of the Note Registrar upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered hereunder. Said certificate of authentication on any Note shall be deemed to have been executed by the Note Registrar, but it shall not be necessary that the same authorized signatory sign the certificate of authentication on the Note.

Section 7. Transfer. The Note Registrar shall cause to be kept books for the registration of transfer of the Note. The Note may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of any Note at the principal corporate office of the Note Registrar, the Authority shall execute, and the Note Registrar shall authenticate and deliver in the name of the transferee or transferees, a new Note, numbered consecutively in order of issuance according to the records of the Note Registrar.

Such transfers of registration of the Note shall be without charge to the owner of such Note, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Note requesting such transfer as a condition precedent to the exercise of such privilege.

Section 8. Registered Owners. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 9. Mutilated or Destroyed Note. In case the Note shall become mutilated or be destroyed or lost, the Authority, may cause to be executed, authenticated and delivered a new Note of like date and tenor in exchange or substitution for such Note upon, in the case of a mutilated Note, surrender of such Note, or in the case of destroyed or lost Note, the owner filing with the Authority, the Paying Agent and the Note Registrar evidence satisfactory to them that such Note was destroyed or lost and providing indemnity satisfactory to them. If any such Note shall have matured, instead of issuing a new Note, the Authority may pay the same.

Section 10. Prepayment. The Authority may, at its option, prepay this Note in whole at any time without premium, penalty, or additional charge, provided that all accrued interest through the date of prepayment is paid in full

Section 11. General Authority. From and after the date of adoption of this Resolution, any member of the Board of Directors of the Authority and the officers of the Authority are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Note. All actions of the Governing Body, officers or agents of the Authority taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

Section 12. Sale of Note. The sale of the Note to the Developer for up to Eight Million One Hundred Thousand Dollars ($8,100,000) is hereby approved.

Section 13. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption, and any and all Resolutions or parts of Resolutions in conflict with this Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

Adopted and approved by the Governing Body of the Authority on _____, 2025.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

(SEAL)

By:_____
Chairman

Attest:

_____
Secretary

EXHIBIT A

FORM OF NOTE

This Note has not been registered under the Securities Act of 1933. Its transferability is restricted as described herein.

$_____ Note Delivery Date: _____, 2025

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY, a public body corporate and politic created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, as amended (the "**Authority**"), for value received, promises to pay in installments to CS Acquisition Vehicle, LLC (the "**Developer**") the amounts advanced under this note in accordance with the provisions of the Resolution (hereinafter referred to) and as shown on the Schedule of Advances attached hereto, such amounts advanced in the aggregate shall not exceed Eight Million One Hundred Thousand Dollars ($8,100,000), and to pay interest on the unpaid balance of such principal sum of this Note beginning on the last day of the month starting on January 31 the year after the certificate of occupancy for the **"Core Project"** is issued (as that term is defined in the Development Agreement) (the "**Initial Interest Payment Date"**) at the rate of 5.00% per annum, compounded monthly. Principal and interest shall be payable in equal monthly installments over a period of 180 months (the "**Monthly Installments**"), with the first Monthly Installment due on the Initial Interest Payment Date, and continuing on the last day of each month thereafter until the principal and all accrued interest have been paid in full. Notwithstanding the foregoing, the Authority may, at its option, prepay this Note in whole at any time without premium, penalty, or additional charge, provided that all accrued interest through the date of prepayment is paid in full. Terms used but not defined herein shall have the meanings ascribed to such terms in the Development Agreement, as defined below.

This Note has been executed and delivered by the Authority to the Developer pursuant to a resolution of the Authority adopted on _____, 2025 (the "**Resolution**") and a certain Development Agreement dated as of _____ 1, 2025 (the "**Development Agreement**"), between the Authority, the Developer, and The Unified Government of Athens-Clarke County, a political subdivision of the State of Georgia (the "**Unified Government**"). Pursuant to the Development Agreement, the Authority engaged the Developer to procure services related to the design, initial development, and construction of a parking deck to be located on the Parking Deck Parcel and to contain not less than Four Hundred Twenty-Five (425) parking spaces (the "**Parking Deck**").

Payments of the Monthly Installments due under this Note shall be backed by an agreement with the Unified Government as it pertains to the management of and revenues for downtown parking and secured by the Contract Payments (as defined below).

The Unified Government shall, pursuant to that certain Intergovernmental Agreement between the Unified Government and the Authority dated as of _____ 1, 2025 (the "**Intergovernmental Agreement**"), pay to the Authority, for deposit into a separate account subject to a lien in favor of the Developer, Sixty Three Thousand Nine Hundred Thirty Two and 67/100 dollars ($63,932.67) beginning on January 15th the year after the certificate of occupancy for the Core Project is issued and continuing for a total of 180 months (the "**Contract Payments**").

This Note may not be transferred to any person other than to a "Qualified Institutional Buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended); or an "Institutional Accredited Investor" (as described in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended).

This Note may be registered as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this note. Upon such registration of transfer, a new note will be issued to the transferee in exchange therefor. No service charge shall be made for any registration of transfer hereinbefore referred to, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

This Note shall not constitute a debt or a pledge of the faith and credit or taxing power of the Unified Government or the Authority, but shall be payable solely from revenues for downtown parking, Contract Payments, and other sources expressly pledged for such payment hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority has caused this Note to be executed in its name and its corporate seal to be hereunto affixed and attested by its duly authorized officer, all as of the date first above written.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By: _____
Chairperson

Attest: _____
Secretary

[SEAL]

SCHEDULE OF ADVANCES

Certificate of Advance Date	Amount of Advance	Signature

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned authorizing Resolution of Board of Directors of the Downtown Athens Development Authority adopted on _____, 2025, and is hereby authenticated.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By:_____
Chairman

Date of Authentication: _____, 2025

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

_____

_____

_____

_____

_____

the within Note of the Downtown Athens Development Authority and does hereby constitute and appoint _____ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of:_____

_____
Purchaser

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

EXHIBIT B

CERTIFICATE OF ADVANCE

An advance of [$_____] of the principal amount of Downtown Athens Development Authority Promissory Note, 2025 (the "Note") has been made this ____ day of _____, 20___. [Attached are the invoices supporting such advance]. The undersigned hereby certifies that the advance has been entered on the Schedule of Advances attached to the Note.

_____
By:_____
Title:_____

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to Downtown Athens Development Authority Promissory Note, 2025 in the aggregate principal amount of up to $8,100,000, which resolution was duly adopted at a meeting of the **Board of Directors of the Downtown Athens Development Authority** (the "Governing Body") which was duly called and assembled on _____, 2025, which was open to the public, and at which a quorum was present and acting throughout and that the original of said Resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said Resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body, this ___ day of _____, 2025.

(SEAL)

_____
Secretary

Exhibit 4.16

Underground Tieback Easement Agreement

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

TIEBACK ANCHOR EASEMENT AGREEMENT

THIS TIEBACK ANCHOR EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2025 (the "Effective Date"), by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and a political subdivision of the State of Georgia, having its principal office at P.O. Box 1868, Athens, Georgia 30603 ("ACC") and the ATHENS-CLARKE COUNTY DOWNTOWN DEVELOPMENT AUTHORITY, a _____ having its principal office at _____ ("DDA") and (ACC and DDA may each be referred to in this Agreement as a "Party" or collectively as the "Parties.")

RECITALS

A. ACC is the owner of certain improved real property located in Athens-Clarke County, Georgia, being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "ACC Property").

B. DDA is the owner of certain improved real property located in Athens-Clarke County, Georgia, being more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Public Parking Deck Parcel"). (The ACC Property and the DDA Property are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels").

C. DDA intends to construct a parking deck on the Public Parking Deck Parcel ("Parking Deck"). In order to secure the Parking Deck, DDA must construct and maintain certain subterranean support anchors and tiebacks (collectively, "Tiebacks") along a portion of the ACC

Property for the purpose of providing lateral and subjacent support essential for the use and operation of the Parking Deck.

D. ACC desires to grant DDA an easement for Tiebacks to permit the construction of the Parking Deck which easement area is located on, above, and below the portion of the ACC Property depicted on **Exhibit C** attached hereto an incorporated herein (the "Easement Area").

OPERATIVE TERMS

NOW, THEREFORE, for and in consideration of the premises, the creation of the easements herein set forth benefiting each of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement to the same extent as if hereinafter fully set forth.

2. Grant. ACC does hereby convey, grant and warrant to the DDA, its successors and assigns, subject to the conditions contained herein, a perpetual non-exclusive easement (the "Parking Deck Tieback Easement") solely for the purpose of maintaining, repairing, or replacing the Tiebacks to support the Parking Deck; provided that in the event of replacing any Tiebacks, such locations of the Tiebacks shall not unreasonably interfere with ACC's use of the ACC Property. DDA, at its sole cost and expense, shall promptly repair any damage to the ACC Property caused by the maintenance, repair, or replacement of the Tiebacks. DDA shall maintain, repair, and replace the Tiebacks in a good and workmanlike manner and in compliance with all applicable permits, building codes, zoning requirements, and other applicable laws, ordinances, rules, and regulations.

3. Termination. The Parties may terminate this Agreement by mutual agreement. Upon termination of this Agreement for any reason, the Parties agree to record such termination in the real property records of the Clerk of the Superior Court of Athens-Clarke County, Georgia.

4. Maintenance. DDA shall be responsible for maintaining, repairing and if necessary, replacing the improvements located upon the Easement Area during the term of this Agreement and shall keep the Easement Area in good and sightly condition throughout the term of this Agreement. Notwithstanding any provision in this Agreement to the contrary, ACC shall have the right to develop, alter, improve, and otherwise utilize the ACC Property in any manner that does not materially and adversely affect the easement rights of the DDA hereunder.

5. Indemnity. To the fullest extent permitted by law, each Party shall indemnify, save and hold harmless the other Party, its officers, members, managers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorneys' fees, arising from the acts or omissions of either Party, its officers, agents, employees, guests and invitees arising out of or relating to the use of the Easement Area by such Party, its officers, agents, employees, guests or invitees.

6. Covenants Running With the Land. The easements provided for herein shall run with the ACC Property and shall be binding upon ACC and its successors and assigns.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements. It is the intention of the Parties that no easements, rights or interests in real property be created by this Agreement except for the express easements and other provisions set forth in this Agreement.

8. Amendments. Except as otherwise provided in this Agreement with respect to rights to relocate and modify the easements in accordance with the terms of this Agreement, no amendment to this Agreement shall be binding upon any party to this Agreement unless such amendment is in writing and executed by all of the parties hereto or their successors-in-title with the same formality as this Agreement is executed.

9. No Assignment by Grantee. The DDA shall not have the right to assign any of its rights under this Agreement without the prior written consent of ACC, which shall not be unreasonably withheld, conditioned or delayed.

10. No Third Party Rights. No provision of this Agreement shall be construed to create any rights or benefits in any person other than the DDA. ACC may take such actions from time to time which, in its opinion, may be legally necessary and sufficient to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any person other than the DDA. This Agreement is intended to convey only the easements as herein specifically provided, and for no other purpose. This Agreement is not, and shall not be construed, interpreted or enforced as, a dedication of all or any portion of any of the ACC Property, to the private use of any party other than the DDA.

11. Miscellaneous. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. Time is of the essence of this Agreement and the terms and provisions hereof. Whenever appropriate the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

12. Notices. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be hand-delivered in person or sent by FedEx or similar national overnight delivery service, to the addresses set forth below:

If to ACC:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
P.O. Box 1868
Athens, Georgia 30603
Attention:
Email:

With a copy to:

If to DDA:

Athens Downtown Development Authority
250 West Broad Street
Athens, GA 30601

With an additional copy via U.S. mail to:

Gregory C. Sowell
1 Press Place, Suite 200
Athens, GA 30601

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given for all purposes hereunder (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery; or (c) on the date of transmission, if sent by electronic transfer device and if the communicating party shall, on the same day of the electronic transfer, mail a duplicate copy of such transmission by overnight express delivery. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Any notice sent by the law firm representing a party hereto shall be deemed to be a notice sent by the party represented by said law firm.

13. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Termination of Liability. In the event that ACC shall convey, transfer, assign or otherwise dispose of all of its interest in the ACC Property, ACC shall thereupon be released and discharged from any and all obligations and liabilities with respect to the ACC Property for the breach of any covenant set forth in this Agreement arising from and after the date of the closing of such conveyance, and such liabilities and obligations shall thereafter be binding upon such ACC's successor-in-title to the ACC Property; provided however, ACC shall remain liable for the breach of any covenant set forth in this Agreement that arose prior to the date of the closing of such conveyance.

15. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any party liable for the debts or obligations of any other party.

16. No Waiver. No waiver of full performance by any Party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

[*Signature page follows*.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

GRANTOR:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY GEORGIA, a body politic and corporate and a political subdivision of the State of Georgia

By: _____
Name:
Title:

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

GRANTEE:

ATHENS-CLARKE COUNTY DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Name:
Title:

EXHIBIT A

ACC PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 13.150 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (50' R/W) AND THE SOUTHERN R/W OF HOYT STREET (VARIABLE R/W); THENCE GO ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 66 DEGREES 18 MINUTES 13 SECONDS EAST, 85.20 FEET TO A POINT; THENCE ALONG SAID R/W NORTH 15 DEGREES 35 MINUTES 47 SECONDS WEST, 40.40 FEET TO A POINT ON THE NORTHERN R/W OF HOYT STREET; THENCE ALONG SAID R/W SOUTH 66 DEGREES 18 MINUTES 13 SECONDS WEST, 90.89 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 65 DEGREES 12 MINUTES 44 SECONDS WEST, 77.93 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 64 DEGREES 58 MINUTES 36 SECONDS WEST, 85.32 FEET TO A POINT; THENCE ALONG THE EASTERN SIDE OF A 25' ALLEY NORTH 17 DEGREES 44 MINUTES 30 SECONDS WEST, 623.53 FEET TO A POINT AT THE INTERSECTION OF THE EASTERN 25' ALLEY AND THE SOUTHERN R/W OF MONROE STREET (VARIABLE R/W); THENCE ALONG SAID R/W NORTH 00 DEGREES 05 MINUTES 21 SECONDS WEST, 55.66 FEET TO A 1/2" REBAR FOUND ON THE NORTHERN R/W OF MONROE STREET; THENCE LEAVING SAID R/W NORTH 16 DEGREES 02 MINUTES 47 SECONDS WEST, 116.94 FEET TO A RAILROAD SPIKE FOUND ON THE SOUTHERN R/W OF CSX RAILROAD (VARIABLE R/W); THENCE ALONG SAID R/W NORTH 88 DEGREES 47 MINUTES 45 SECONDS EAST, 171.11 FEET TO A RAILROAD SPIKE FOUND; THENCE ALONG SAID R/W NORTH 79 DEGREES 35 MINUTES 30 SECONDS EAST, 95.11 FEET TO A POINT; THENCE ALONG SAID R/W NORTH 79 DEGREES 20 MINUTES 13 SECONDS EAST, 168.10 FEET TO A POINT; THENCE ALONG SAID R/W NORTH 62 DEGREES 52 MINUTES 13 SECONDS EAST, 10.00 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST, 180.40 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 72 DEGREES 10 MINUTES 47 SECONDS EAST, 110.36 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 61 DEGREES 53 MINUTES 47 SECONDS EAST, 109.51 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 40 DEGREES 37 MINUTES 46 SECONDS EAST, 194.38 FEET TO A 1/2" REBAR FOUND; THENCE LEAVING SAID R/W SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 890.64 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 61 DEGREES 08 MINUTES 11 SECONDS WEST, 83.88 FEET TO A 1/2" REBAR FOUND ON THE EASTERN R/W OF NORTH JACKSON STREET (50' R/W); THENCE ALONG SAID R/W NORTH 15 DEGREES 16 MINUTES 47 SECONDS WEST, 197.89 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (50' R/W) AND THE SOUTHERN R/W OF HOYT STREET (VARIABLE R/W) AND THE POINT OF BEGINNING.

EXHIBIT B

Public Parking Deck Parcel

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 0.902 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO ALONG THE WESTERN R/W OF NORTH AVENUE SOUTH 68 DEGREES 09 MINUTES 41 SECONDS WEST, 9.40 FEET TO A POINT; THENCE ALONG SAID R/W ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 51 DEGREES 35 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 128.70 FEET AND AN ARC LENGTH OF 130.57 FEET TO A POINT; THENCE NORTH 61 DEGREES 37 MINUTES 33 SECONDS WEST, 14.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF NORTH 75 DEGREES 00 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 34.71 FEET AND AN ARC LENGTH OF 35.03 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 9.24 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 40 SECONDS WEST, 13.72 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 73 DEGREES 48 MINUTES 37 SECONDS WEST, A CHORD LENGTH OF 13.46 FEET AND AN ARC LENGTH OF 13.47 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 48 SECONDS WEST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF SOUTH 67 DEGREES 49 MINUTES 27 SECONDS WEST, A CHORD LENGTH OF 59.32 FEET AND AN ARC LENGTH OF 59.32 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 381.32 FEET TO A 1/2" REBAR FOUND ON THE WESTERN R/W OF GREAT WALTON RAILROAD; THENCE ALONG THE WESTERN R/W OF GREAT WALTON RAILROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET WITH A CHORD DIRECTION OF SOUTH 25 DEGREES 39 MINUTES 21 SECONDS EAST, A CHORD LENGTH OF 59.41 FEET AND AN ARC LENGTH OF 59.50 FEET TO A CAPPED REBAR FOUND; THENCE ALONG SAID R/W NORTH 64 DEGREES 24 MINUTES 13 SECONDS EAST, 4.89 FEET TO A 1/2" REBAR FOUND; THENCE ALONG SAID R/W SOUTH 20 DEGREES 05 MINUTES 01 SECONDS EAST, 182.30 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W) AND THE POINT OF BEGINNING

EXHIBIT C

PARKING DECK TIEBACK EASEMENT

[LEGAL DESCRIPTION AND SITE PLAN TO BE INSERTED FOLLOWING CONSTRUCTION]

Attachment #2 – IGA with the ADDA for the Funding and Operations of a Future Parking Deck at Hoyt Street and North Avenue

INTERGOVERNMENTAL AGREEMENT

Between

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

and

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

Dated _____, 2025

RELATING TO

FINANCING AND OPERATIONS FOR THE HOYT STREET PARKING DECK PROJECT

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, dated for reference and by agreement as of _____, 2025 (this "**Contract**"), made and entered into by and between the DOWNTOWN ATHENS DEVELOPMENT AUTHORITY (the "**Authority**") and THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a political subdivision existing under the laws of the State of Georgia (the "**Unified Government**").

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic duly created pursuant to the provisions of Georgia Laws 1977, *et seq*., as amended (the "**Act**"), which defines its powers and purposes; and

WHEREAS, the Unified Government has the right to acquire, construct, lease, own, regulate, operate, open or extend parking areas, parking buildings together with facilities or buildings used for any combination thereof and the right to contract with other political subdivisions for the joint use of any such facilities pursuant to O.C.G.A. § 36-34-3; and

WHEREAS, the Authority has the power to make and execute contracts, agreements and other instruments necessary or convenient to exercise the powers of the Authority including contracts of construction for projects, contracts with respect to the use of projects; and to acquire by purchase, lease or otherwise to hold, lease and dispose of personal property of every kind or character or any interest, in furtherance of the public purpose of the Authority pursuant to O.C.G.A. § 36-42-8; and

WHEREAS, the Authority, the Unified Government and CS Acquisition Vehicle, LLC (the "**Developer**") have entered into that certain Development Agreement, dated as of _____, 2025 (the "**Development Agreement**") and attached hereto as EXHIBIT A, pursuant to which the Developer agreed, among other things, to construct a parking deck on a portion of land currently owned by the Developer, and the Authority, in consideration therefor, agreed to pay the Developer amounts sufficient to pay a portion of the costs related to the construction of the parking deck, and the Unified Government agreed to pay the Authority certain financial support payments; and

WHEREAS, the Authority has found and determined, and does hereby find and determine, that it is in the best interests of the Authority and the citizens of Athens-Clarke County, Georgia for the Authority to engage the Developer to procure the services related to the design, initial development and construction of a parking deck containing four hundred twenty-five (425) parking spaces (the "**Parking Deck Project**") to be located on that certain tract of land marked "Tract C," (the "**Land**") more particularly described and depicted in the Subdivision Plat attached hereto as EXHIBIT B; and

WHEREAS, the Developer shall procure, coordinate, administer, supervise, and cause the implementation of all aspects of planning, preparation, design, engineering (including hydrological, traffic, civil, environmental, landscape, soils, and structural), architectural work, and

all construction and non-construction activities for the construction of the Parking Deck Project; and

WHEREAS, the Unified Government and the Authority desire to prescribe and establish by contract the use and design of the Parking Deck Project and the Land by contract as authorized by Section 9-9-1 of the Athens-Clarke County Code of Ordinances;

WHEREAS, the Unified Government and the Authority desire to enter into a Second Amendment to the Parking Management Agreement dated July 1, 2024 (the "**Parking Management Agreement Amendment**"), in the form attached hereto as EXHIBIT C, pursuant to which the Authority will operate and manage the Parking Deck Project in accordance with the terms and conditions set forth therein; and

WHEREAS, in order to pay for the Parking Deck Project, the Authority will begin paying the Developer the "**Parking Deck Reimbursement**," which shall have a beginning balance equal to the lesser of (a) $8,100,000 (b) the **"Approved Project Budget"** multiplied by 53% (225/425), or (c) the **"Reconciled Project Costs"** multiplied by 53% (225/425), in monthly installments beginning on last day of the month starting on January 31 the year after the certificate of occupancy for the **"Core Project"** is issued and continuing over 180 months at a rate of 5% compounding monthly over a 15-year term, such obligation to be evidenced by a promissory note executed by the Authority (the "**Note**") (each as defined in the Development Agreement); and

WHEREAS, the Parking Deck Reimbursement will be payable by the Authority to the Developer in monthly installments beginning on the last day of the month starting on January 31 the year after the certificate of occupancy for the Core Project is issued and continuing over one hundred eighty (180) months at a rate of 5% compounding monthly, such obligation to be evidenced by a promissory note executed by the Authority (the "**Note**"); and

WHEREAS, the Authority's obligations on the Note will be backed by an agreement with the Unified Government as it pertains to the management and revenues for downtown parking secured by the Contract Payments (hereinafter defined); and

WHEREAS, in accordance with the applicable provisions of the Act, the Authority, in furtherance of the public purpose for which it was created, proposes to enter into this intergovernmental agreement with the Unified Government (*i.e.,* this Contract or the "**Contract**") relating to the Parking Deck Project; and

WHEREAS, under the terms of this Contract, the Authority will receive financial support from the Unified Government in the amount of $63,932.67 each month for a period of fifteen (15) years after beginning on the fifteenth (15th) day of the month starting on January 15th the year after the certificate of occupancy is issued for the Core Project in the in the form of contract payments to the Authority (the "**Contract Payments**"); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or

equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Unified Government acted on _____, 2025 to approve and authorize the execution and delivery by the Unified Government of this Contract, including minor revisions approved by the Mayor and Unified Government's Attorney necessary to finalize this Contract; and

WHEREAS, the Authority will hold title to the Land and the Parking Deck Project until the Note is paid in full and the Authority shall promptly convey the Land and the Parking Deck Project to the Unified Government after the Note has been paid in full; and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Authority and the Unified Government hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the Parking Deck Net Revenues and the Contract Payments from the Unified Government pursuant to this Contract:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. Terms that are capitalized, but not defined, herein may be defined in more detail in the Development Agreement and the Parking Management Agreement, which definitions are hereby approved. To the extent that the definition herein of any words or phrases contradicts those contained in the Development Agreement and the Parking Management Agreement Amendment, the meanings given such words or phrases in the Development Agreement and the Parking Management Agreement Amendment shall prevail.

Section 1.02 Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terns therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

Section 1.03 Recitals Incorporated Herein. The recitals set forth above are incorporated in this Contract by this reference.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract, the Development Agreement, the Parking Management Agreement, and the Note;

(b) The Authority and the Unified Government have hereby agreed that the Authority will pay for the Parking Deck Project from Contract Payments paid by the financial support provided by Unified Government, subject to the annual and cumulative maximum limits applicable to the Contract Payments, and that this expense will be included with the costs of operating the downtown parking system prior to calculating the net revenue share identified in the Parking Management Agreement Amendment;

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under this Contract, the Development Agreement, the Parking Management Agreement Amendment, the Note, or any other documents contemplated to be executed by the Authority in connection with the completion of the Parking Deck Project; and

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Authority is a party or by which the Authority is bound.

Section 2.02 Representations, Warranties, and Agreements of the Unified Government. The Unified Government represents, warrants, and agrees as follows:

(a) The Unified Government is a political subdivision of the State of Georgia, having the power to enter into and execute, deliver and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, the Development Agreement, and the Parking Management Agreement Amendment, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract;

(b) There is no litigation or proceeding pending, or to the knowledge of the Unified Government threatened, against or affecting the Unified Government, nor to the best of the knowledge of the Unified Government is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of this Contract, the

Development Agreement, the Parking Management Agreement Amendment, or any other documents contemplated to be executed in connection with the completion of the Parking Deck Project; and

(c) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Unified Government enforceable in accordance with its terms, and performance by the Unified Government of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Unified Government is a party or by which the Unified Government is bound.

ARTICLE III
CARRYING OUT THE PROJECT; APPLICATION OF PROCEEDS; INVESTMENT OF MONEY

Section 3.01 Financing of Project Costs. The Authority will use funds from the Contract Payments from the Unified Government, to pay all costs associated with the Parking Deck Project.

Section 3.02 Application of Proceeds. The Authority will account for the proceeds from operating the Parking Deck Project in its annual operations of the downtown parking system, in accordance with the terms of this Contract and the Parking Management Agreement Amendment.

Section 3.03 Plans and Specifications. The Parking Deck Plans, as defined in the Development Agreement, are approved provided that the Unified Government's staff may recommend minor deviations for compliance with local codes provided, however, that based upon the proposed "G" or "Government" zoning designation for the Parking Deck Parcel, the Unified Government expressly finds: (a) the Parking Deck Project and the Land shall not be subject to a requirement for ground floor commercial space; (b) parking in excess of 50 percent on the ground floor will be permissible; and (c) the Parking Deck Plans may contain deviations from other design regulations and ordinances that would otherwise apply to the Parking Deck Parcel but for its "G" zoning designation. Any Plans and Specifications for the Parking Deck Project shall be determined by the Developer and may be amended with the Authority and the Unified Government's approval. The Authority shall maintain copies of such Plans and Specifications in its offices. The Developer will provide the Authority and the Unified Government with a copy of such Plans and Specifications and of any such amendment to the Plans and Specifications in accordance with the terms of the Development Agreement.

Section 3.04 Completion of the Parking Deck Project. The Developer will be responsible for completing the Parking Deck Project as described in the Development Agreement. The Authority will be responsible for overseeing its completion in accordance with the terms of this Contract and the Development Agreement.

Section 3.05 Amendment to the Parking Management Agreement. The Unified Government and the Authority will execute the Parking Management Agreement Amendment, to be dated no later than with the opening of the Parking Deck Project (as evidenced by a certificate of occupancy), and thereafter the Parking Management Agreement will govern the Authority's

operations and management of the Parking Deck Project in accordance with the terms and conditions set forth therein.

ARTICLE IV
CONTRACT PAYMENTS BY THE UNIFIED GOVERNMENT

Section 4.01 Contract Payments by the Unified Government. Pursuant to this Contract, the Unified Government agrees to provide the Contract Payments to the Authority in an amount not to exceed $63,932.67 beginning on January 15th the year after the certificate of occupancy for the Core Project is issued and continuing over the next 180 months, for deposit into a separate account subject to a lien held by the Developer.

Section 4.02 Manner and Timing of Contract Payments. The Contract Payments to be made pursuant to Section 4.01 hereof shall be made in lawful money of the United States of America in immediately available funds on the first business day of the month. .

Reserved.

Section 4.04 Unified Government's Obligations Unconditional.

The obligations of the Unified Government to make payments required by this Contract on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise.

Section 4.05 Unified Government's Remedies. If the Authority shall fail to perform any of its agreements in this Contract, the Unified Government may institute such action against the Authority as the Unified Government may deem necessary to compel such performance so long as such action shall not affect, impair or diminish the obligation of the Unified Government to make the payments provided for herein, which obligation shall be absolute, unconditional and irrevocable. The Unified Government may, at its own cost and expense, and in its own name, prosecute or defend any action or proceedings against third parties or take any other action which the Unified Government deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the Unified Government.

Section 4.06. **Conveyance of Parking Deck.** Following the final payment on the Note, the Authority shall promptly convey the Land and assign all right, title and interest in the Parking Deck Project to the Unified Government.

ARTICLE V
PERSONAL IMMUNITY

Section 5.01 Immunity of Members of Authority.

No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Contract, the Note, the Development Agreement, or the Parking Management Agreement for any claim based hereon or thereon against any member, director,

officer or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute or rule of law. This Contract, the Note, the Development Agreement, or the Parking Management Agreement are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, director, officer or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into by and between the Authority and the Unified Government and all personal liability of any character against every such member, director, officer and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, directors, officers and employees of the Authority under the provisions contained in this Section 5.01 shall survive the termination of this Contract.

ARTICLE VI
DEFAULT; REMEDIES

Section 6.01 Events of Default Defined. The following shall be "events of default" under this Contract and the term "event of default" shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the Unified Government to pay when due any amount required to be paid under this Contract; or

(b) The Unified Government shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the Unified Government and such default shall continue for a period of 30 days; provided, however, that if, by reason of force majeure, the Unified Government is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than monetary obligations to the Authority or the obligations relating to the payments to be made under any provision of this Contract), the Unified Government shall not be deemed in default during the continuance of such inability to perform. The term "force majeure" shall mean, without limitation, acts of God; pandemic or endemic; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the Unified Government.

Section 6.02 Remedies on Default.

(a) If an event of default referred to in Section 6.01(a) hereof occurs and is continuing after reasonable notice is provided, then the Authority may take whatever action at law or in equity may appear necessary or desirable to collect said amounts payable by the Unified Government under Section 4.01(a) hereof.

(b) If an event of default referred to in Section 6.01(b) hereof occurs and is continuing after reasonable notice is provided, then the Authority may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation,

agreement, or covenant then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted.

(c) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 6.03 Attorneys' Fees and Expenses. In the event the Unified Government should default under any of the provisions of this Contract, the Unified Government, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver of Breach. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.05 Unified Government Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Contract or under the Note or the Development Agreement, the Authority hereby vests the Unified Government with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 6.06 Failure to Enforce Agreement Not a Waiver. The failure of the Authority to enforce any agreement, condition, covenant or term by reason of any default or breach by the Unified Government shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

ARTICLE VII
TERM; MISCELLANEOUS

Section 7.01 Term of this Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as Note has been paid in full, or provision for such payment has been made in accordance with the Note; provided, however, that in no event shall the term of this Contract extend beyond fifty (50) years from its effective date.

Section 7.02 Notices. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority or the Unified Government, as applicable, if sent by electronic mail with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) or recognized national overnight delivery service and addressed as follows:

If to the Authority: Downtown Athens Development Authority
250 West Broad Street
Athens, Georgia 30601
Attention: Chairman

With a copy to:	James Bates Brannan Groover LLP 1 Press Place, Suite 200 Athens, Georgia 30601 Attention: Gregory C. Sowell
If to the Unified Government:	Unified Government of Athens-Clarke County 301 College Avenue, Suite 303 Athens, Georgia 30601 Attention: Manager
With a copy to:	Athens-Clarke County Attorney's Office P.O. Box 427 Athens, Georgia 30603 Attention: County Attorney

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 7.03 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Authority and the Unified Government, and their respective successors and assigns.

Section 7.04 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.05 Delegation of Duties by Authority. It is agreed that under the terms of this Contract the Authority has delegated certain responsibilities to the Unified Government. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the Unified Government.

Section 7.06 Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.07 Captions. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 7.08 Law Governing Construction of Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the Unified Government have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By:_____
Chairman

Attest: _____
Secretary

[Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

By: _____
Mayor

Attest: _____
Clerk of Commission

[Seal]

EXHIBIT A

DEVELOPMENT AGREEMENT

EXHIBIT B

SUBDIVISION PLAT

EXHIBIT C

SECOND AMENDMENT TO THE PARKING MANAGEMENT AGREEMENT

Attachment #3 – Second Amendment to the Parking Management Agreement

SECOND AMENDMENT TO ADDA Parking Management Agreement

This Second Amendment (the "**Second Amendment**") is dated effective _____, 2027 (the "**Effective Date**"), and is entered into between the Downtown Athens Development Authority, a/k/a Athens Downtown Development Authority ("**ADDA**"), and the Unified Government of Athens-Clarke County, Georgia, a body corporate and politic and a political subdivision of the State of Georgia, ("**ACCGov**") with each ADDA and ACCGov a "**Party**" and collectively the "**Parties**."

RECITALS

WHEREAS, on or about April 20, 2023, ACCGov and ADDA entered into the ADDA Parking Management Agreement (the "**Original Agreement**"), which the Parties amendment by an Amendment to ADDA Parking Management Agreement dated July 1, 2024 (the "**First Amendment**," and together with the Original Agreement, the "**Agreement**"); and

WHEREAS**,** the Authority through a partnership with the Unified Government, will finance a new parking deck to be constructed and located on or about Hoyt Street in Athens-Clarke County, Georgia (the "**Hoyt Street Parking Deck**"), as further described in EXHIBIT A; and

WHEREAS**,** the Hoyt Street Parking Deck is to be managed by the Authority for the duration of the financing;

WHEREAS, the ownership of the Hoyt Street Parking Deck will transfer to the Unified Government at the time the outstanding debt for the deck is paid off; and,

WHEREAS**,** the Authority and the Unified Government wish to enter into this Second Agreement that will ensure competent operation and management of the Hoyt Street Parking Deck, and provide an acceptable financial return on the parking operations.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other valuable considerations, the Authority and the Unified Government agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein.

2. PARKING MANAGEMENT: The Authority is authorized by the Unified Government to manage the Hoyt Street Parking Deck under the terms and provisions specified in the Agreement, unless otherwise specified herein.

3. TERM: The term of the Agreement shall be in full force and effect from the Effective Date until such time as the Promissory Note dated _____, 2025 executed by the Authority related to repayment of the costs to construct the Hoyt Street Parking Deck has been paid in full.

4. EXPENSES THAT ARE THE RESPONSIBILITY OF ADDA: The categories of expense that are to be the responsibility of ADDA described in Section 5 (a) through (f) of the Agreement shall apply to the Hoyt Street Parking Deck. In addition to those expenses, ADDA shall

also be responsible for payment of the cost of a Comprehensive General Liability Policy for the Hoyt Street Parking Deck.

5. EXPENSES THAT ARE THE RESPONSIBILITY OF ACCGOV. With the exception of the liability insurance, as noted in Section 4 of this Second Amendment, the expenses that are to be the responsibility of ACCGov as described in Section 6 (b) through (d) of the Agreement shall apply to the Hoyt Street Parking Deck. In addition to those expenses, ACCGov shall be responsible for making "Contract Payments" (the "**Contract Payments**") as defined in that certain Intergovernmental Contract (the "**IGA**") between ACCGov and ADDA related to the Hoyt Street Parking Deck dated _____, 2025. ACCGov may, at its own discretion, choose to begin making whole or partial Contract Payments upon the end of debt service for the Washington Street Parking Deck if it deems doing so is in the best financial interest of the community. If ACCGov makes Contract Payments prior to their scheduled commencement dates described in the IGA, ADDA shall set them aside in an account exclusively dedicated to debt service for the Hoyt Street Deck. In no case shall ACCGov make more total contract payments to ADDA than as described in the IGA nor shall the contract payments begin after the beginning of debt service as outlined in the Promissory Note.

6. DEFINITION OF GROSS REVENUE. "Gross Revenue" means all revenues collected by ADDA from the Downtown Athens Parking System, including the Washington Street Parking Deck, College Avenue Parking Deck, and the Hoyt Street Parking Deck.

7. DISTRIBUTION OF NET REVENUE. Section 7(a) of the Agreement is deleted in its entirety and replaced with the following:

a. The annual NET REVENUE is calculated as follows:

GROSS REVENUE, *less*

i. The DEP Allocation approved in the ACCGov's annual capital budget;
ii. Expenses that are the responsibility of ADDA as outlined in Section 5 of the Agreement, as amended by section 4 above;
iii. Debt Service for the Washington Street Parking Deck;
iv. Contract Payments for the Hoyt Street Parking Deck; and
v. Facility life cycle and capital maintenance funding for the Washington Street Parking Deck, the College Avenue Parking Deck, and the Hoyt Street Parking Deck

equals NET REVENUE.

Section 7(b) of the Original Agreement, as amended by the First Amendment, is hereby re-confirmed.

8. ALLOCATION OF SPACES: ADDA shall reserve a minimum 52 spaces grouped within the Hoyt Street Parking Deck for visitors and staff of Lay Park. These spaces will be located near the pedestrian bridge into Lay Park and/or close to the elevator providing access to the pedestrian bridge. ACCGov, at its own expense, shall provide unique striping and or signage for the Hoyt Street Parking Deck.

The allocation of spaces described in this section may be mutually amended by the parties during the annual financial review process described in the Agreement.

9. RATES: In addition to the obligation of ADDA and ACCGov to develop a comprehensive rate structure for the Downtown Athens Parking System, ADDA and ACCGov shall also develop a comprehensive rate structure for the Hoyt Street Parking Deck. The rate structure, time limits, and fines will be collaboratively developed by representatives of ADDA and ACCGov and will be submitted for approval by the Mayor and the Commission of ACCGov prior to submission of the annual budget described in the Agreement. The rates applicable to the Hoyt Street Parking Deck may be materially higher than the rates applicable to the Downtown Athens Parking System. At the time of this amendment, the following unique rate provisions are contemplated for the Hoyt Street Deck:

a. There shall be no charge for the use of spaces dedicated for ACCGov staff.

b. The deck will not charge hourly rates when Lay Park or the Lyndon House are being used as a polling location on election day.

c. The hourly rates will be structured so that ACCGov will define unique fee-free windows or discounts for park users (i.e. 3 hours free parking, parking validation, or similar).

10. TERMINATION: The Agreement may be terminated for convenience by ACCGov upon ninety (90) days written notice to ADDA, but only after the Note (as defined in the IGA) has been paid in full.

11. AMENDMENT. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall prevail and control.

12. ENTIRE AGREEMENT. The provisions of the IGA and the Agreement, as amended by this Second Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the Parties with respect to the subject matter hereof.

13. COUNTERPARTS. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

14. DUE AUTHORIZATION. Each Party represents that the representative signing this Amendment on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this PARKING MANAGEMENT AGREEMENT the day and year first written above.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By:_____
Chairman

Attest: _____
Secretary

[Seal]

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

By: _____
Mayor

Attest: _____
Clerk of Commission

[Seal]

EXHIBIT A

Hoyt Street Parking Deck Plans

[To be added]

Attachment #5 – Tieback Easement Integrating the Hoyt Street Parking Deck with Lay Park

----------Space Above This Line for Recorder's Use----------

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: Trevor T. Jones

TIEBACK ANCHOR EASEMENT AGREEMENT

THIS TIEBACK ANCHOR EASEMENT AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2025 (the "Effective Date"), by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate and a political subdivision of the State of Georgia, having its principal office at P.O. Box 1868, Athens, Georgia 30603 ("ACC") and the ATHENS-CLARKE COUNTY DOWNTOWN DEVELOPMENT AUTHORITY, a _____ having its principal office at _____ ("DDA") and (ACC and DDA may each be referred to in this Agreement as a "Party" or collectively as the "Parties.")

RECITALS

A. ACC is the owner of certain improved real property located in Athens-Clarke County, Georgia, being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "ACC Property").

B. DDA is the owner of certain improved real property located in Athens-Clarke County, Georgia, being more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Public Parking Deck Parcel"). (The ACC Property and the DDA Property are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels").

C. DDA intends to construct a parking deck on the Public Parking Deck Parcel ("Parking Deck"). In order to secure the Parking Deck, DDA must construct and maintain certain subterranean support anchors and tiebacks (collectively, "Tiebacks") along a portion of the ACC

Property for the purpose of providing lateral and subjacent support essential for the use and operation of the Parking Deck.

D. ACC desires to grant DDA an easement for Tiebacks to permit the construction of the Parking Deck which easement area is located on, above, and below the portion of the ACC Property depicted on **Exhibit C** attached hereto an incorporated herein (the "Easement Area").

OPERATIVE TERMS

NOW, THEREFORE, for and in consideration of the premises, the creation of the easements herein set forth benefiting each of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement to the same extent as if hereinafter fully set forth.

2. Grant. ACC does hereby convey, grant and warrant to the DDA, its successors and assigns, subject to the conditions contained herein, a perpetual non-exclusive easement (the "Parking Deck Tieback Easement") solely for the purpose of maintaining, repairing, or replacing the Tiebacks to support the Parking Deck; provided that in the event of replacing any Tiebacks, such locations of the Tiebacks shall not unreasonably interfere with ACC's use of the ACC Property. DDA, at its sole cost and expense, shall promptly repair any damage to the ACC Property caused by the maintenance, repair, or replacement of the Tiebacks. DDA shall maintain, repair, and replace the Tiebacks in a good and workmanlike manner and in compliance with all applicable permits, building codes, zoning requirements, and other applicable laws, ordinances, rules, and regulations.

3. Termination. The Parties may terminate this Agreement by mutual agreement. Upon termination of this Agreement for any reason, the Parties agree to record such termination in the real property records of the Clerk of the Superior Court of Athens-Clarke County, Georgia.

4. Maintenance. DDA shall be responsible for maintaining, repairing and if necessary, replacing the improvements located upon the Easement Area during the term of this Agreement and shall keep the Easement Area in good and sightly condition throughout the term of this Agreement. Notwithstanding any provision in this Agreement to the contrary, ACC shall have the right to develop, alter, improve, and otherwise utilize the ACC Property in any manner that does not materially and adversely affect the easement rights of the DDA hereunder.

5. Indemnity. To the fullest extent permitted by law, each Party shall indemnify, save and hold harmless the other Party, its officers, members, managers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorneys' fees, arising from the acts or omissions of either Party, its officers, agents, employees, guests and invitees arising out of or relating to the use of the Easement Area by such Party, its officers, agents, employees, guests or invitees.

6. Covenants Running With the Land. The easements provided for herein shall run with the ACC Property and shall be binding upon ACC and its successors and assigns.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements. It is the intention of the Parties that no easements, rights or interests in real property be created by this Agreement except for the express easements and other provisions set forth in this Agreement.

8. Amendments. Except as otherwise provided in this Agreement with respect to rights to relocate and modify the easements in accordance with the terms of this Agreement, no amendment to this Agreement shall be binding upon any party to this Agreement unless such amendment is in writing and executed by all of the parties hereto or their successors-in-title with the same formality as this Agreement is executed.

9. No Assignment by Grantee. The DDA shall not have the right to assign any of its rights under this Agreement without the prior written consent of ACC, which shall not be unreasonably withheld, conditioned or delayed.

10. No Third Party Rights. No provision of this Agreement shall be construed to create any rights or benefits in any person other than the DDA. ACC may take such actions from time to time which, in its opinion, may be legally necessary and sufficient to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any person other than the DDA. This Agreement is intended to convey only the easements as herein specifically provided, and for no other purpose. This Agreement is not, and shall not be construed, interpreted or enforced as, a dedication of all or any portion of any of the ACC Property, to the private use of any party other than the DDA.

11. Miscellaneous. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. Time is of the essence of this Agreement and the terms and provisions hereof. Whenever appropriate the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

12. Notices. Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be hand-delivered in person or sent by FedEx or similar national overnight delivery service, to the addresses set forth below:

If to ACC:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
P.O. Box 1868
Athens, Georgia 30603
Attention:
Email:

With a copy to:

If to DDA:

Athens Downtown Development Authority
250 West Broad Street
Athens, GA 30601

With an additional copy via U.S. mail to:

Gregory C. Sowell
1 Press Place, Suite 200
Athens, GA 30601

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given for all purposes hereunder (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery; or (c) on the date of transmission, if sent by electronic transfer device and if the communicating party shall, on the same day of the electronic transfer, mail a duplicate copy of such transmission by overnight express delivery. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Any notice sent by the law firm representing a party hereto shall be deemed to be a notice sent by the party represented by said law firm.

13. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Termination of Liability. In the event that ACC shall convey, transfer, assign or otherwise dispose of all of its interest in the ACC Property, ACC shall thereupon be released and discharged from any and all obligations and liabilities with respect to the ACC Property for the breach of any covenant set forth in this Agreement arising from and after the date of the closing of such conveyance, and such liabilities and obligations shall thereafter be binding upon such ACC's successor-in-title to the ACC Property; provided however, ACC shall remain liable for the breach of any covenant set forth in this Agreement that arose prior to the date of the closing of such conveyance.

15. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any party liable for the debts or obligations of any other party.

16. No Waiver. No waiver of full performance by any Party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

[*Signature page follows*.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

GRANTOR:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY GEORGIA, a body politic and corporate and a political subdivision of the State of Georgia

By: _____
Name:
Title:

Signed, sealed, and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

GRANTEE:

ATHENS-CLARKE COUNTY DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Name:
Title:

EXHIBIT A

ACC PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 13.150 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (50' R/W) AND THE SOUTHERN R/W OF HOYT STREET (VARIABLE R/W); THENCE GO ALONG THE SOUTHERN R/W OF HOYT STREET NORTH 66 DEGREES 18 MINUTES 13 SECONDS EAST, 85.20 FEET TO A POINT; THENCE ALONG SAID R/W NORTH 15 DEGREES 35 MINUTES 47 SECONDS WEST, 40.40 FEET TO A POINT ON THE NORTHERN R/W OF HOYT STREET; THENCE ALONG SAID R/W SOUTH 66 DEGREES 18 MINUTES 13 SECONDS WEST, 90.89 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 65 DEGREES 12 MINUTES 44 SECONDS WEST, 77.93 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 64 DEGREES 58 MINUTES 36 SECONDS WEST, 85.32 FEET TO A POINT; THENCE ALONG THE EASTERN SIDE OF A 25' ALLEY NORTH 17 DEGREES 44 MINUTES 30 SECONDS WEST, 623.53 FEET TO A POINT AT THE INTERSECTION OF THE EASTERN 25' ALLEY AND THE SOUTHERN R/W OF MONROE STREET (VARIABLE R/W); THENCE ALONG SAID R/W NORTH 00 DEGREES 05 MINUTES 21 SECONDS WEST, 55.66 FEET TO A 1/2" REBAR FOUND ON THE NORTHERN R/W OF MONROE STREET; THENCE LEAVING SAID R/W NORTH 16 DEGREES 02 MINUTES 47 SECONDS WEST, 116.94 FEET TO A RAILROAD SPIKE FOUND ON THE SOUTHERN R/W OF CSX RAILROAD (VARIABLE R/W); THENCE ALONG SAID R/W NORTH 88 DEGREES 47 MINUTES 45 SECONDS EAST, 171.11 FEET TO A RAILROAD SPIKE FOUND; THENCE ALONG SAID R/W NORTH 79 DEGREES 35 MINUTES 30 SECONDS EAST, 95.11 FEET TO A POINT; THENCE ALONG SAID R/W NORTH 79 DEGREES 20 MINUTES 13 SECONDS EAST, 168.10 FEET TO A POINT; THENCE ALONG SAID R/W NORTH 62 DEGREES 52 MINUTES 13 SECONDS EAST, 10.00 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST, 180.40 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 72 DEGREES 10 MINUTES 47 SECONDS EAST, 110.36 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 61 DEGREES 53 MINUTES 47 SECONDS EAST, 109.51 FEET TO A POINT; THENCE ALONG SAID R/W SOUTH 40 DEGREES 37 MINUTES 46 SECONDS EAST, 194.38 FEET TO A 1/2" REBAR FOUND; THENCE LEAVING SAID R/W SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 890.64 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 61 DEGREES 08 MINUTES 11 SECONDS WEST, 83.88 FEET TO A 1/2" REBAR FOUND ON THE EASTERN R/W OF NORTH JACKSON STREET (50' R/W); THENCE ALONG SAID R/W NORTH 15 DEGREES 16 MINUTES 47 SECONDS WEST, 197.89 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE EASTERN R/W OF NORTH JACKSON STREET (50' R/W) AND THE SOUTHERN R/W OF HOYT STREET (VARIABLE R/W) AND THE POINT OF BEGINNING.

EXHIBIT B

Public Parking Deck Parcel

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 220TH G.M.D. OF ATHENS-CLARKE COUNTY, GEORGIA, CONTAINING 0.902 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W); THENCE GO ALONG THE WESTERN R/W OF NORTH AVENUE SOUTH 68 DEGREES 09 MINUTES 41 SECONDS WEST, 9.40 FEET TO A POINT; THENCE ALONG SAID R/W ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222.64 FEET WITH A CHORD DIRECTION OF SOUTH 51 DEGREES 35 MINUTES 14 SECONDS WEST, A CHORD LENGTH OF 128.70 FEET AND AN ARC LENGTH OF 130.57 FEET TO A POINT; THENCE NORTH 61 DEGREES 37 MINUTES 33 SECONDS WEST, 14.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF NORTH 75 DEGREES 00 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 34.71 FEET AND AN ARC LENGTH OF 35.03 FEET TO A POINT; THENCE SOUTH 29 DEGREES 14 MINUTES 20 SECONDS WEST, 9.24 FEET TO A POINT; THENCE NORTH 60 DEGREES 45 MINUTES 40 SECONDS WEST, 13.72 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CHORD DIRECTION OF SOUTH 73 DEGREES 48 MINUTES 37 SECONDS WEST, A CHORD LENGTH OF 13.46 FEET AND AN ARC LENGTH OF 13.47 FEET TO A POINT; THENCE SOUTH 68 DEGREES 39 MINUTES 48 SECONDS WEST, 41.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2025.00 FEET WITH A CHORD DIRECTION OF SOUTH 67 DEGREES 49 MINUTES 27 SECONDS WEST, A CHORD LENGTH OF 59.32 FEET AND AN ARC LENGTH OF 59.32 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 20 SECONDS EAST, 381.32 FEET TO A 1/2" REBAR FOUND ON THE WESTERN R/W OF GREAT WALTON RAILROAD; THENCE ALONG THE WESTERN R/W OF GREAT WALTON RAILROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET WITH A CHORD DIRECTION OF SOUTH 25 DEGREES 39 MINUTES 21 SECONDS EAST, A CHORD LENGTH OF 59.41 FEET AND AN ARC LENGTH OF 59.50 FEET TO A CAPPED REBAR FOUND; THENCE ALONG SAID R/W NORTH 64 DEGREES 24 MINUTES 13 SECONDS EAST, 4.89 FEET TO A 1/2" REBAR FOUND; THENCE ALONG SAID R/W SOUTH 20 DEGREES 05 MINUTES 01 SECONDS EAST, 182.30 FEET TO A 1/2" REBAR FOUND AT THE RIGHT-OF-WAY (R/W) INTERSECTION OF THE WESTERN R/W OF GREAT WALTON RAILROAD (VARIABLE R/W) AND THE WESTERN R/W OF NORTH AVENUE (50' R/W) AND THE POINT OF BEGINNING

EXHIBIT C

PARKING DECK TIEBACK EASEMENT

[LEGAL DESCRIPTION AND SITE PLAN TO BE INSERTED FOLLOWING CONSTRUCTION]

Attachment #6 - ADDA Letter Requesting IGA Modification

Athens Downtown Development Authority
250 W. Broad St, Suite 108
Athens, GA 30601
(706) 353-1421

Board of Directors

Jason Leonard
Chairman

Kelly Girtz,
Mayor
Athens-Clarke County

Mike Hamby,
Commissioner
Athens-Clarke County

David Bradley
Athens Area Chamber
of Commerce

Jeff Bishop
First American
Bank and Trust

Drew Dekle
Dekle Construction

Andrew Ratcliffe
Tweed Recording

Linda Ford
Co-Director

David Lynn
Co-Director

Dear Mayor Girtz, ACC Commissioners, Interim Manager Griffin

On March 12, 2025, the Board of Directors of the Athens Downtown Development Authority (ADDA) voted to request a modification of an Intergovernmental Agreement (IGA) with the Athens-Clarke County Unified Government (ACCUG) that was originally signed on November 13, 2020. The IGA is in regard to a development proposal on ACCUG owned property at the northeast intersection of Jackson and Dougherty Streets.

As you may recall, the "original IGA" was an agreement to build a public-private partnered development for senior housing and public parking. The original development proposal was to create approximately 120 units of senior housing and a parking facility of approximately 500 spaces.

The ACCUG-owned property is a triangular shaped property that makes the development of this site challenging, the addition of the adjacent property, formerly owned by the Graduate Hotel chain, would "square off" the two parcels easing multiple challenges to both properties.

The ADDA explored the possibility of purchasing the adjacent property once it was known that the Graduate Hotel was seeking to exit the Athens market. The purchase price, however, far exceeded the ADDA's ability to purchase. Subsequently, the property was sold to a private firm with plans to develop the site as a student-oriented development.

The request to modify the IGA is based upon changes in property ownership, new market conditions and the ability to produce greater public benefit to the community. The new proposal is a significant upgrade from the "original IGA" as it produces far greater public benefit, including off-site sewer upgrades, historic preservation, contributions to the affordable housing fund, as well as a structured parking facility dedicated solely to public parking. Moreover, the need to create affordable senior housing downtown is mitigated by the development of "The View at NoDA" in North Downtown Athens.

Based on these new conditions, the ADDA Board of Directors request the modification of the original IGA which will produce a far greater development that the original proposal.

Sincerely,

Jason Leonard, Chairman
Board of Directors
Athens Downtown Development Authority

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CS ACQUISITION VEHICLE, LLC AND THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, FOR SEWER IMPROVEMENTS

This Memorandum of Understanding ("MOU") is entered into as of the Effective Date described below by and between CS Acquisition Vehicle, LLC (the "Developer"), a Delaware limited liability company, and the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate, and a political subdivision of the State of Georgia ("Unified Government").

WHEREAS, the Unified Government owns certain real property known as 550 North Jackson Street (Tax Parcel No. 163D3 N001 on the Official Tax Map of Athens-Clarke County) and 293 Hoyt Street (Tax Parcel No. 163D3 D001 on the Official Tax Map of Athens-Clarke County), a survey of which is attached hereto as Exhibit "A-1" (the "ACC Property"); and

WHEREAS, Developer controls the real property known as 295 East Dougherty Street (Tax Parcel No. 163D3 L002 on the Official Tax Map of Athens-Clarke County), a survey of which is attached hereto as Exhibit "A-2," and desires to use said property and a portion of the ACC Property for a mixed-use multi-family and retail development (the "Development"); and

WHEREAS, the ACC Property is currently underutilized as surface parking and playground area; and

WHEREAS, the Development would increase levels of affordable housing; provide private investment in public infrastructure; increase connectivity and pedestrian access in the downtown district; provide open and plaza spaces for the public; increase available parking for management by the Authority; increase existing commercial retail spaces; preserve the existing Foundry building; preserve the historic Hoyt House by relocating it onto a site acceptable to the Unified Government; and would further promote public purposes and develop trade, commerce, industry and employment opportunities in Athens-Clarke County; and

WHEREAS, the ACC Property is presently intended to be subject to an Intergovernmental Agreement between the Unified Government and the Downtown Athens Development Authority (the "Authority") that authorizes the Authority to enter into a Development Agreement with Developer, said Intergovernmental Agreement and Development incorporated herein by reference upon complete execution of both documents; and

WHEREAS, the Unified Government currently seeks to increase sewer capacity in the area of the Development, and Developer is capable of constructing system improvements to the Unified Government's sewer system that will provide increased sewer capacity to the community; and

WHEREAS, Developer's proposed plans and specifications for improvements to the Unified Government's sewer system are more particularly described in the documents attached hereto as Exhibit "B" (the "Sewer Improvements"); and

WHEREAS, Sections 5-7-76(c) and 5-3-79(c) of the Code of Athens-Clarke County, Georgia, as amended on or about June 5, 2024, authorizes the Unified Government to exempt a

"maximum of 30% of particular development projects" from water and sewer connection fees, if such projects meet particular criteria; and

WHEREAS, Developer represents to the Unified Government that the Development will create substantial economic development and employment growth to the benefit of the Athens-Clarke County Community and provide additional affordable housing resources of substantial benefit to the Athens-Clarke County Community, thus qualifying Developer for an exemption from water and sewer fees in accordance with Sections 5-7-76(c) and 5-3-79(c) of the Code of Athens-Clarke County, Georgia; and

WHEREAS, the Unified Government and Developer enter into this MOU to clarify and memorialize the parties' understanding as to Developer's proposed sewer system improvements and a 30% exemption from water and sewer connection fees; and

WHEREAS, Developer has requested, in further consideration for its construction of the Sewer Improvements and the expenditures related thereto, that the Unified Government reserve sewer capacity in favor of Developer; and

WHEREAS, the Unified Government and Developer enter into this MOU to clarify and memorialize the parties' understanding as to the Developer's request to reserve sewer capacity for the Development; and

WHEREAS, based upon the representations of Developer in this MOU and in other documents, including the Development Agreement, the Unified Government finds that it will receive substantial public benefits by entering into this MOU, including, but not necessarily limited to, increased parking for the downtown area, affordable housing, and increased sewer capacity; and

WHEREAS, based upon the representations of Developer, the Unified Government finds that the transactions described in this MOU will further the public safety, health, and welfare by increasing sewer capacity and furthering economic development, employment growth, and affordable housing options in the downtown area.

NOW, THEREFORE, in consideration of the mutual benefits described hereinabove and the mutual promises set forth below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Developer and the Unified Government hereby enter into this Memorandum of Understanding as follows:

1. **Background**. The recitals beginning with "WHEREAS" above—including all documents referenced in such recitals—provide important and necessary context and are integral to this MOU; therefore, such recitals are hereby incorporated herein by reference. All documents referenced in the recitals should be read in conjunction with this MOU to ascertain the full understanding between the parties hereto.

2. **Sewer Improvements**. Developer and the Unified Government shall have the following roles and responsibilities related to the Sewer Improvements:

(a) Developer shall make the Sewer Improvements at its sole cost and expense. Developer shall be responsible for the design, permitting, and construction of the Sewer Improvements. The Unified Government shall be responsible for inspections during the construction period. The design will be in accordance with all Unified Government sewer design guidelines as published on the date of execution of this agreement. The Unified Government will review and consider for approval the final design of the Sewer Improvements in accordance with the same, in an expeditious manner, that complies with the timeline of the current Unified Government plans review process. Provided that the final plans for the Sewer Improvements reflect that the existing 12" currently supported by the College Avenue Bridge will be adjusted from a slope of approximately 1% to a slope of approximately 3% and any new support needed to accommodate this adjustment are reviewed and stamped by a licensed professional engineer, this methodology to increase the flow of the pipe across the river shall be approved by the Unified Government without any requirements or condition by the Unified Government to provide a FEMA flood study or no rise certification for a change in the slope of the existing pipe. Notwithstanding anything herein to the contrary, the parties recognize and agree that the Developer intends to apply for appropriate permitting from the Unified Government in accordance with the Unified Government's usual processes and procedures that would apply to the Sewer Improvements and the Developer will obtain appropriate permitting from the Unified Government and post the bond described in Section 3 below prior to commencing work on the Sewer Improvements.

(b) To the extent that it legally may, the Unified Government hereby grants permission for the Developer (including Developer's employees, agents, and independent contractors) to access and enter into the rights-of-way, easements, and real property of the Unified Government for the purposes of making the Sewer Improvements described herein. Developer shall work in good faith with the Unified Government to minimize, to the fullest extent possible, interruptions to regular government operations if Developer enters any of the Unified Government's property for purposes of making the Sewer Improvements.

(c) It is the intent of both parties that upon the final inspection and approval of the Sewer Improvements, the Unified Government will accept such Sewer Improvements into the Unified Government's sewer system, and they will thus become part of a public sewer system.

3. **Performance Bond**. Developer shall post a performance bond equal to 150% (one-hundred fifty percent) of the estimated costs of the Sewer Improvements. Posting of this bond shall be a prerequisite for the issuance of any land disturbance permits, site development permits, building permits, and all other permits or approvals from the Unified Government required for the Development; provided, however, that no certificates of occupancy shall issue until the Sewer Improvements are completed by Developer and accepted by the Unified Government.

4. **Sewer Capacity for the Development**. As part of the consideration for the Sewer Improvements described herein, the Unified Government promises to reserve a certain amount of sewer capacity for the Development. The amount reserved shall be 120,000 gallons per day, often abbreviated as "GPD." This reservation of sewer capacity shall inure to the benefit of Developer and shall remain in place until the happening of one of the following two events: (a) the termination or expiration of this MOU, as described elsewhere herein; or (b) the issuance of a final certificate

of occupancy for the Development, upon which the Development shall have the benefit of utilizing the sewer capacity described herein.

5. **Water & Wastewater Fee Exemption**. Presuming that Developer constructs the Sewer Improvements as set forth in this MOU and upon final inspection and approval of the same by the Unified Government, the Unified Government will waive 30% (thirty percent) of the then-applicable water and sewer connection fees upon a proper and complete application from Developer to the Athens-Clarke County Public Utilities Department to connect the Development to the Unified Government's water and sewer systems in accordance with Sections 5-7-76(c) and 5-3-79(c) of the Code of Athens-Clarke County, Georgia, as amended on or about June 5, 2024.

6. **Conditions**. The parties' respective rights and obligations under this MOU are expressly contingent upon the following: (a) Developer's acquisition of the ACC Property, as described in the Development Agreement, and the real property located at 295 East Dougherty Street; (b) execution of a binding Intergovernmental Agreement by and between the Unified Government and the Authority that authorizes the Authority to enter into a Development Agreement with the Developer; and (c) execution of a binding Development Agreement by and between the Authority and Developer as authorized in the Intergovernmental Agreement.

7. **Term**. If a binding Development Agreement by and between the Developer and the Authority is not executed within eighteen (18) months from the effective date of the Intergovernmental Agreement described in the recitals of this MOU, then either party may terminate this MOU upon official written notice to the other party. Unless otherwise modified or terminated and if Developer has not commenced construction on the Development and diligently pursues its completion, this MOU shall automatically expire upon three (3) years from the effective date of the Intergovernmental Agreement described in the recitals of this MOU without the requirement of any formal action by either party.

8. **Assignment**. With the prior express written permission of the Unified Government, which shall not be unreasonably withheld, the Developer may assign, transfer, or delegate any or all of its rights or obligations under this MOU. This MOU shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

9. **Time**. Time is of the essence of this MOU.

10. **Governing Law; Venue**. The MOU shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of laws. In the event of a dispute concerning this MOU or its subject matter, the proper venue for such dispute shall be the Superior Court of Athens-Clarke County, Georgia, or if federal jurisdiction is applicable, the United States District Court for the Middle District of Georgia, Athens Division. Each party consents to the venue and jurisdiction of these courts and their respective appellate courts.

11. **Severability**. If any one or more of the provisions or parts of a provision contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect by a final decision of a tribunal with proper jurisdiction, such determination of invalidity, illegality, or

unenforceability shall not affect any other provision or part of a provision, but this MOU shall be reformed and construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

12. **Construction**. The parties hereto have each been represented by counsel during the negotiation and execution of this MOU, and therefore waive application of any law, regulation, holding, or rule of construction providing that ambiguities in this MOU will be construed against the party drafting such MOU.

13. **Further Cooperation**. Each party hereto shall execute and deliver such additional documents and take such other and further action as may be necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transaction(s) contemplated by this MOU.

14. **Official Written Notice**. Every notice, demand, consent, or other communication described in this MOU as "official written notice" must be in writing and delivered either by hand-delivery or "statutory overnight delivery" as defined under Georgia law. If delivered via hand-delivery, such official written notice shall be deemed to be delivered upon actual physical delivery. If delivered via statutory overnight delivery, such official written notice shall be deemed to be delivered upon the date shown on the receipt from the United States Postal Service or commercial delivery firm. Notice shall be delivered to the parties as follows:

If to Developer:

CS Acquisition Vehicle, LLC
c/o Legal Department
1643 N Milwaukee Ave
5th Floor
Chicago, IL 60647

With an additional copy to:

Fortson, Bentley, and Griffin, P.A.
Attn: David F. Ellison
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, GA 30606

If to the Unified Government:

Athens-Clarke County Manager's Office
Attn: Manager
City Hall
301 College Avenue, Suite 303

Athens, Georgia 30601 (physical)
P.O. Box 1868
Athens, Georgia 30603 (mail)

With an additional copy via U.S. mail to:

Athens-Clarke County Attorney's Office
Attn: County Attorney
P.O. Box 427
Athens, Georgia 30603

or at such other address as either party may from time to time designate via official written notice to the other.

15. **Entire Understanding; Modifications**. This MOU, including in any exhibits attached hereto or any documents adopted by reference herein, expresses the entire understanding between the parties with respect to the subject matter of the MOU and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the MOU. The parties may modify or amend this MOU through a written instrument signed with the same level of formality as this MOU.

16. **Headings**. The use of the headings, captions, and numbers in this MOU is solely for the convenience of the parties and should not be used for the purposes of construing or interpreting any provision of this MOU.

17. **Signatures; Counterparts**. Developer shall ensure that this MOU is signed and attested by persons authorized to do so. To become binding upon the Unified Government, this MOU must be signed and attested in the manner expressed in the Unified Government's Charter. This MOU may be executed in any number of counterparts as further described herein, all of which taken together constitute one and the same instrument. The acceptable means of executing this MOU in counterparts shall be by signing the documents with actual, wet-ink signatures, scanning the signed MOU into a legible PDF (Portable Document Format) document, and exchanging such PDFs via electronic mail.

18. **Effective Date**. This MOU shall become effective once it is properly signed and attested by authorized representatives of both parties, and if applicable, all counterparts are exchanged.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective authorized representatives as of the dates shown below.

For CS Acquisition Vehicle, LLC ("Developer"):

By: _____
Chad Matesi, Chief Development Officer

Date: 7/1/2025

Attest: _____
Andrew Sanz

Title: Vice President, Cube Spaces

For the Unified Government of Athens-Clarke County, Georgia ("Unified Government"):

By: _____
Mayor Kelly Girtz

Date: 7/10/2025

Attest: Shemekia Armstrong
Clerk of Commission (or Deputy Clerk)

Exhibit A-1

ACC Property – Tracts 1, 2, and 4

[ATTACHED]

REFERENCES

ALTA/NSPS LAND TITLE SURVEY FOR GRADUATE ATHENS, BY GRS GROUP, AND DATED 09/12/2014.

PB 11 PG 140

PB 1410 PG 196

PB 03 PG 440

PB 33 PG 244

SURVEY FOR GENE MAC WINBURN, BY BEN MCLEROY & ASSOCIATES, DATED 09/29/1972

SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL 21, BY BEN MCLEROY & ASSOCIATES, DATED 06/04/1970

SURVEY BY GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PROPOSED DOUGHERTY STREET EXTENSION CLARKE COUNTY, PROJECT NUMBER 0404-164-3 LOOP, DATED 04/15/1966.

SURVEY FOR ATHENS AVENUE REDEVELOPMENT PROJECT GA R-51, BY BEN MCLEROY & ASSOCIATES, DATED OCTOBER 1966.

SURVEY FOR GENE MAC WINBURN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972

SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL NOS. 21AND 23, BY BEN MCLEROY & ASSOCIATES, DATED 04/03/1971

UTILITY NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES, HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. 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 BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 30,934 FEET, AND WAS UNADJUSTED.
2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A TRIMBLE S6DR 5" SERIES TOTAL STATION.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 56,092 FEET FOR TRACT 1, 1 FOOT IN 40,343 FEET FOR TRACT 2, 1 FOOT IN 354,671 FEET FOR TRACT 3, 1 FOOT IN 125,860 FEET FOR TRACT 4, AND 1 FOOT IN 35,600 FEET FOR TRACT 5

TRACT 1: 4.485 ACRES
TRACT 2: 8.665 ACRES
TRACT 3: 3.800 ACRES
TRACT 4: 1.190 ACRES
TRACT 5: 0.016 ACRES
TOTAL: 18.156 ACRES



VICINITY MAP
NOT TO SCALE

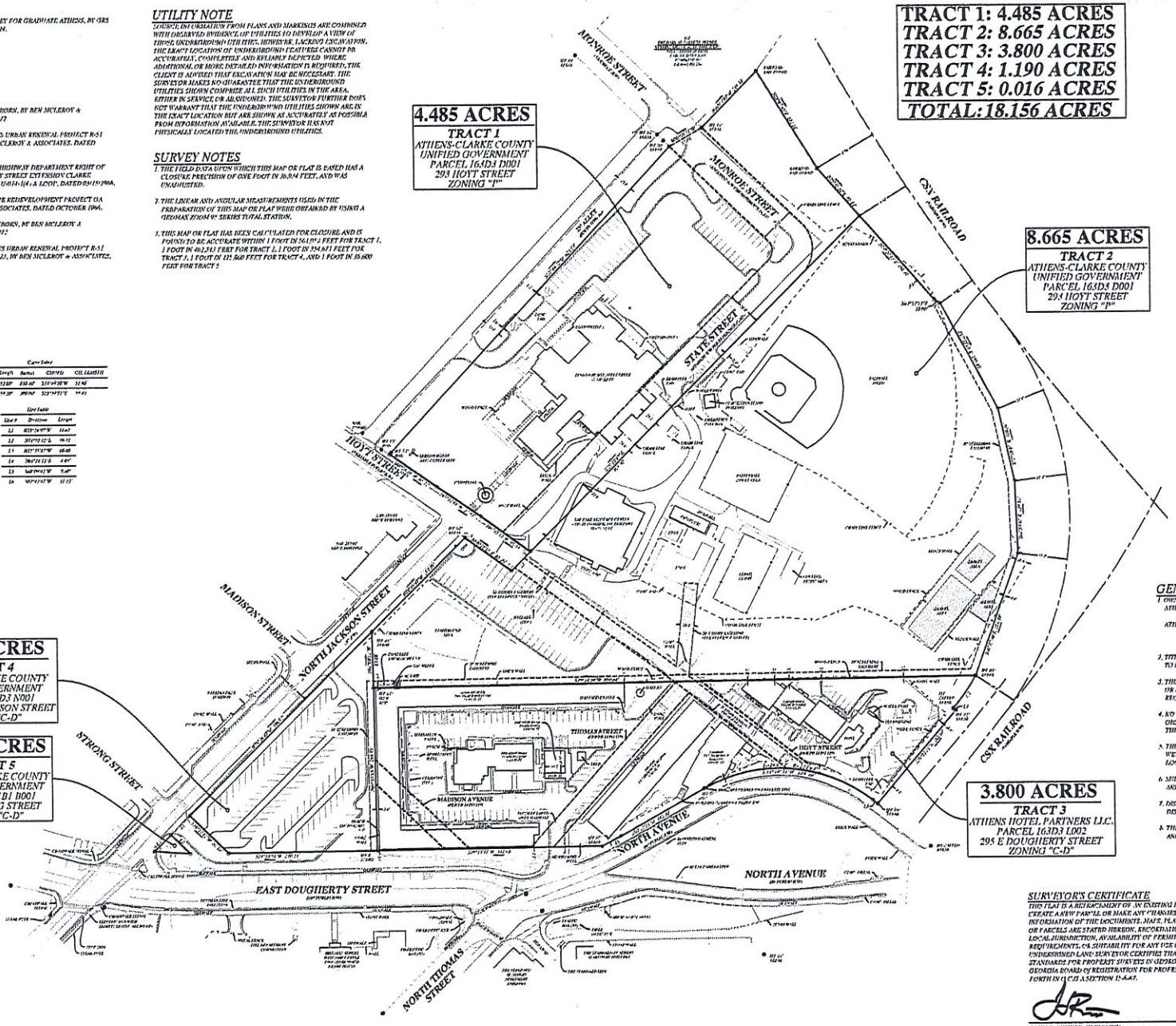
4.485 ACRES
TRACT 1
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 164D3 D001
293 HOYT STREET
ZONING "I"

8.665 ACRES
TRACT 2
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 164D5 D001
294 HOYT STREET
ZONING "I"

1.190 ACRES
TRACT 4
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 163D3 N001
550 NORTH JACKSON STREET
ZONING "C-D"

0.016 ACRES
TRACT 5
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
PARCEL 171B1 B001
230 E STRONG STREET
ZONING "C-D"

3.800 ACRES
TRACT 3
ATHENS HOTEL PARTNERS LLC.
PARCEL 163D3 L002
295 E DOUGHERTY STREET
ZONING "C-D"



GENERAL NOTES

1. OWNER OF RECORD FOR THE SUBJECT PROPERTY IS:
ATHENS HOTEL PARTNERS LLC.,
- PARCEL 163D3 L002
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
- PARCEL 163D3 L001
- PARCEL 171B1 B001
2. TITLE REFERENCES REGARDING APPURTENANCES ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.
4. NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.
5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.
6. SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED
7. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.
8. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).

SURVEYOR'S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

JOHN P. BREWER III, RLS #3703 — 04/28/2025
DATE

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
355 Oneta Street, Ste. D100
Athens, GA 30601
P: (706) 310-0400

JOB NUMBER
23-0369

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

SCALE: 1" = 30'

RETRACEMENT SURVEY FOR:
THE GRADUATE
295 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
ATHENS-CLARKE COUNTY
G.M.D. 220

DATE	DRAFTED BY:
04/28/2025	AE
REVISIONS	REVIEWED BY:
	AC
	SHEET 1 OF 1

Exhibit A-2
Core Property – Survey

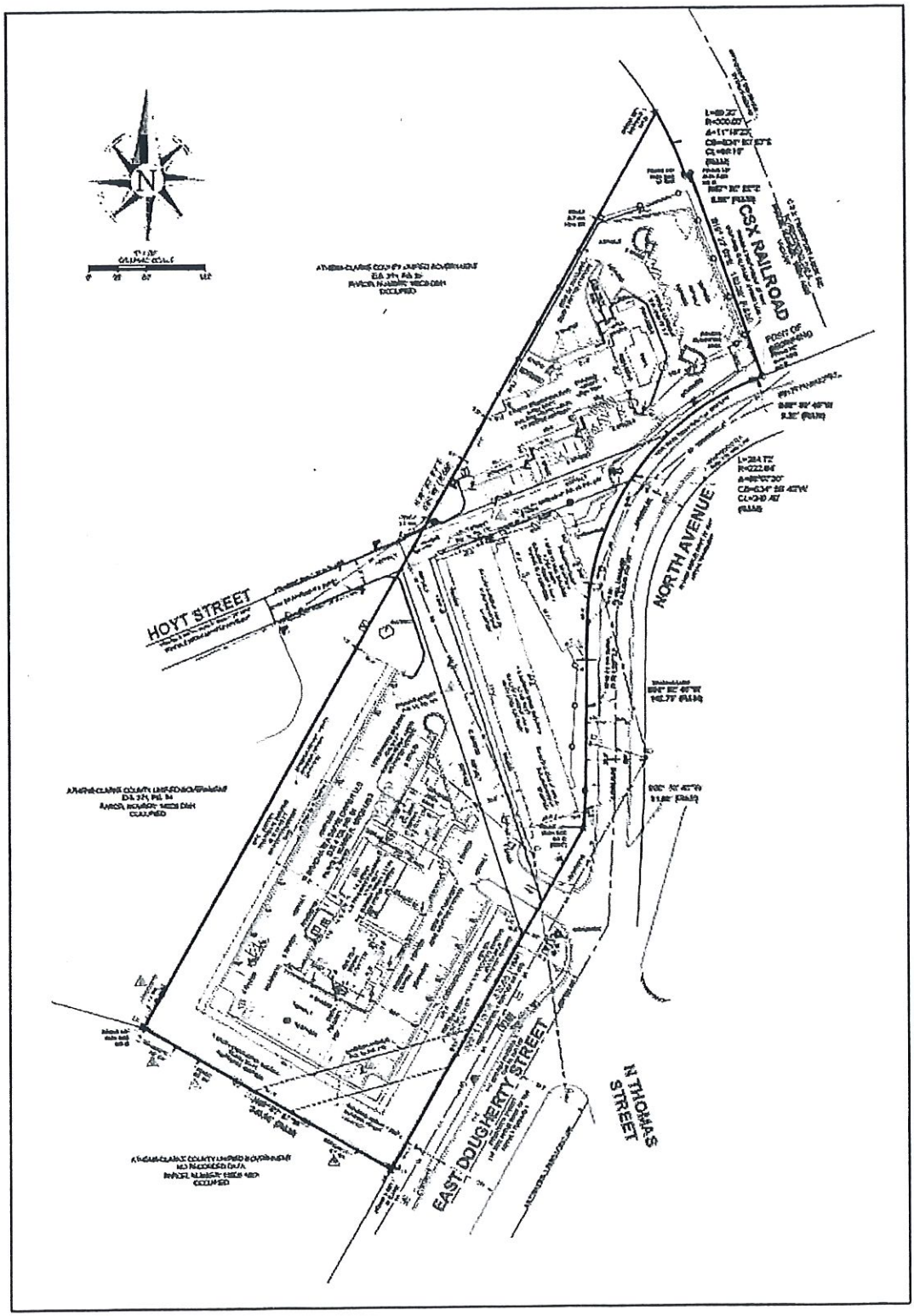
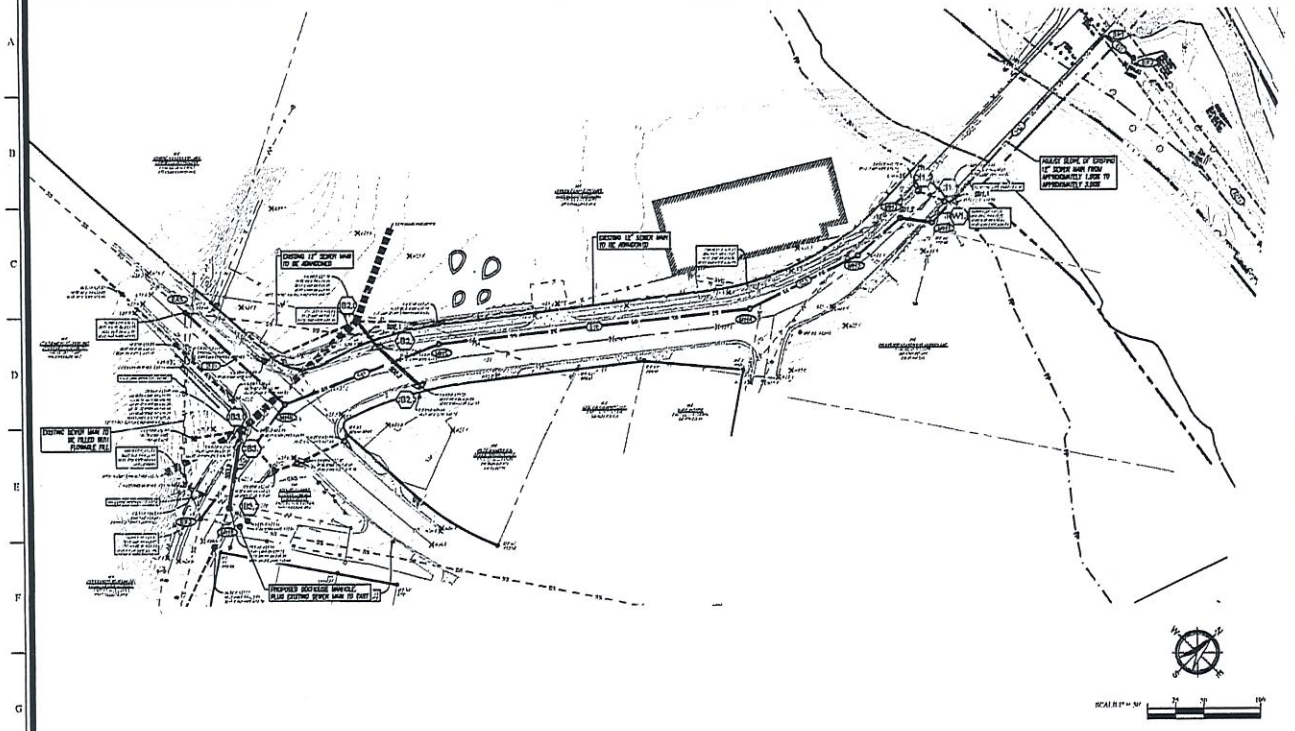
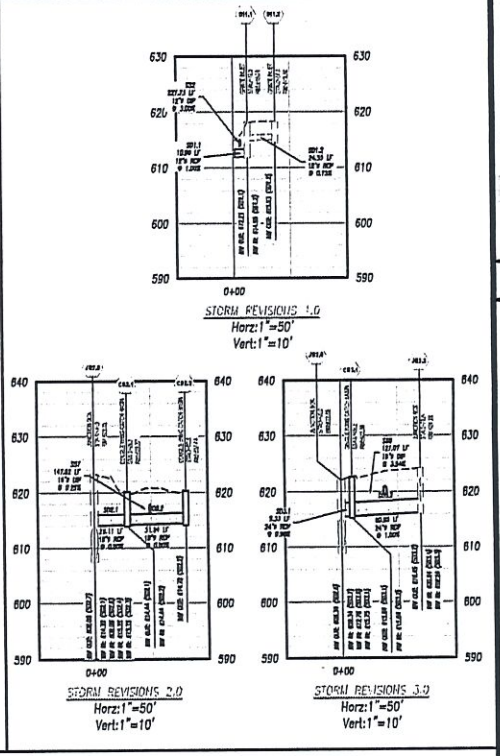


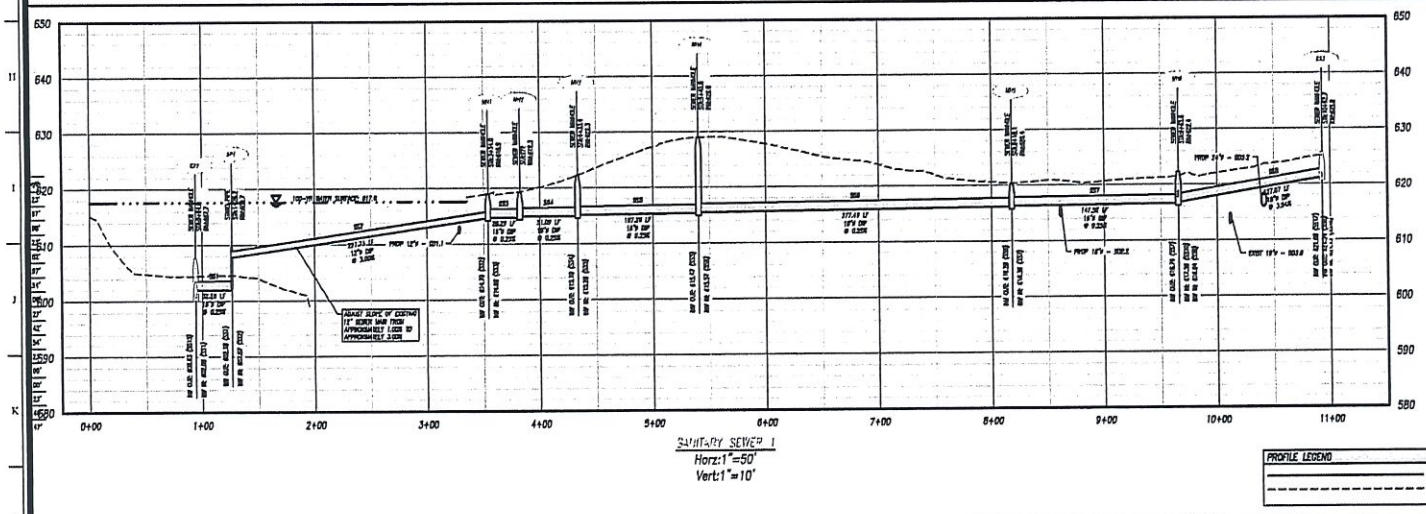
Exhibit B

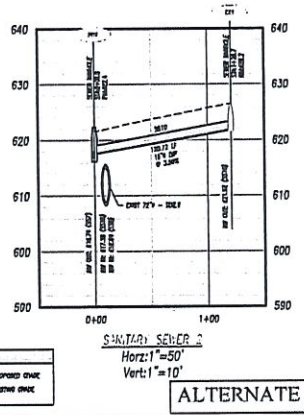
Sewer Improvements

[ATTACHED]









ALTERNATE 2.0

W&A ENGINEERING
355 Oneta Street, Suite D100
Athens, GA 30601
P: (706) 310-0400
wanengineering.com

THE GRADUATE
OFF-SITE SANITARY SEWER IMPROVEMENTS
ATHENS-CLARKE COUNTY, GEORGIA
COLLEGE AVENUE

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

INITIAL SUB. DATE: —

ISSUANCE DATE: 05/07/25

W&A PROJECT #: 230369

SANITARY SEWER PLAN AND PROFILE

SS2.0

Attachment #8 – Amended IGA with the ADDA for the Redevelopment of Public Properties Along Jackson Street

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "**Agreement**"), dated as of _____, 2025, is made and entered into by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA (the "**Unified Government**"), and the DOWNTOWN ATHENS DEVELOPMENT AUTHORITY (the "**Authority**").

RECITALS

WHEREAS, the Unified Government is a political subdivision of the State of Georgia, and the Authority is a public body corporate and politic created pursuant to the provisions of Georgia Laws 1977, p. 3533 Act 463, et seq. (the "**Act**");

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes the Unified Government and the Authority to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with activities these entities are authorized to undertake;

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia authorizes the Authority to promote and further the public purposes of developing trade, commerce, industry, and employment opportunity within Athens-Clarke County, Georgia;

WHEREAS, the Act authorizes the Authority to contract, to acquire, own, hold, lease, sell, and convey real and personal property, tangible and intangible, to borrow money, pledge and convey property as security therefor and to do all things necessary to the accomplishment of its purposes; and to accept gifts or grants;

WHEREAS, the Unified Government owns and controls the real property and improvements located thereon at 550 North Jackson Street and 293 Hoyt Street, Athens, Georgia, being tax map parcel 163D3N001, and tax map parcel 163D3D001 (the "**ACC Property**"), respectively, and more particularly described on that plat of survey attached hereto as Exhibit "A-1" as Tracts 1, 2, and 4;

WHEREAS, the Unified Government and the Authority entered into an Intergovernmental Agreement for the Sale, Financing and Development of Certain City Owned Properties dated November 13, 2020 (the "**Original IGA**") that sought to develop the ACC Property pursuant to a concept that would develop 560 parking spaces and 130 residential units for local artist, artisan and craftsperson spaces and senior housing (the "**Original Concept**");

WHEREAS, the Original IGA authorized the Authority to enter into Preliminary Development Agreements with developers to redevelop the ACC Property in a manner consistent with the Original Concept;

WHEREAS, the ACC Property remains underutilized as parking and playground space despite the Authority's diligent efforts to manage the revitalization and redevelopment of the ACC Property in a manner consistent with the Original Concept;

WHEREAS, CS Acquisitions Vehicle, LLC ("**Core**"), is a private developer that has

proposed a new concept for the ACC Property that would develop the ACC Property in a manner consistent with the Athens Downtown Master Plan 2030; and would enhance Athens-Clarke County's downtown district; develop trade, commerce, industry, and employment opportunities within Athens-Clarke County; and would be consistent with the Original IGA's intent of revitalizing the ACC Property;

WHEREAS, Core's proposed concept would increase levels of affordable housing; provide private investment in public infrastructure; increase connectivity and pedestrian access in the downtown district; provide open and plaza spaces for the public; increase available parking for the Authority; increase existing commercial retail spaces; preserve the existing Foundry building; preserve the historic Hoyt House by relocating it onto public property; and would further promote public purposes and develop trade, commerce, industry and employment opportunities in Athens-Clarke County and further described on Exhibit "B" attached hereto (the "**Core Concept**" or the "**Project**");

WHEREAS, Core controls the real property known as 295 E. Dougherty Street, Athens, Georgia (Tax Map Parcel 163D3 L002), a survey of which is attached as Exhibit "A-2" (the "**Core Property**");

WHEREAS, Core has proposed to fund improvements for wastewater sewer infrastructure in downtown Athens-Clarke County for the benefit of the Unified Government; construct parking improvements for the benefit of the Authority; and convey, swap, or both, portions of the ACC Property and the Core Property in order to implement the Core Concept (the "**Development Plan**");

WHEREAS, the Unified Government desires to terminate the Original IGA and authorize the Authority in coordination with the Unified Government to negotiate in good faith a Development Agreement, with potentially multiple sub-agreements, with Core to implement the Core Concept and the Development Plan; and

WHEREAS, the Unified Government and the Authority intend that all conveyances of property to any private entity as described in this Agreement and any subsequent agreements related hereto shall provide to the Unified Government or the Authority, or both, substantial benefits that are greater or equal to the value of the property being conveyed; and

WHEREAS, the Development Agreement, together with any and all sub-agreements, and the associated Development Plan shall be approved by the Unified Government prior to its commencement (the "**Development Agreement**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and detailed in the aforementioned recitals, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the Unified Government and the Authority agree as follows:

1. The recitals set forth above provide important and necessary background and are incorporated into this Agreement by reference.

2. The Unified Government shall retain all title and interest in the ACC Property until

such time that a final Development Agreement is approved by the Unified Government. The Unified Government will negotiate in good faith actions to be taken by it regarding surveying, subdividing, and conveying the ACC Property that are compatible with the Future Land Use Map and zoning classifications of the surrounding areas, all of which shall be embodied in the Development Agreement.

3. The Authority is hereby authorized to enter into a Development Agreement with Core that implements the Core Concept and the Development Plan on the ACC Property and the Core Property, provided that the Development Agreement shall be subject to the Unified Government's approval. The Development Agreement shall, in addition to incorporating the general concepts described in the immediately preceding sentence, implement the following terms:

a. Projected dates for the achievement of major milestones in the development process, including, but not limited to, (i) preliminary and final design plans, (ii) permitting, entitlements, and zoning, and other actions required under applicable law or regulation for the entitlement, construction, and development of the Project, (iii) the commencement and completion of construction for various stages of the project with details specific to the Parking Deck and the overall project, and (iv) Project budget and financing for the Parking Deck.

b. Core's construction delivery methodology for the Parking Deck to include specification of architects, engineers, and construction professionals.

c. The ACC Property, as subdivided in the Development Plan, will be conveyed to the Authority, subject to compliance with Section 7-502(b)(2) of the Charter of the Unified Government, in exchange for the Proposed Building Parcel described below, and as more fully described in the Development Agreement. The Authority shall subsequently convey the ACC Property to Core, which shall use the ACC Property as further described in the Development Agreement. Until such exchanges occur, the ACC Property will be secured in a manner satisfactory to the Unified Government and the Authority, as will be fully described in the Development Agreement, and will include a (i) reverter remedy in favor of the Unified Government or (ii) some other security or remedy satisfactory to the Unified Government that will apply in the event that the Proposed Building Parcel and the Parking Deck are not delivered as contemplated under the Development Agreement.

d. Core shall subdivide a portion of the Core Property at or near the northeast corner of the Core Property as shown on Exhibit B (the "**Proposed Building Parcel**"). Core shall improve the Proposed Building Parcel with a Parking Deck (the "**Parking Deck**") that will be available for public use, including no less than 350 total spaces, a designated number of which shall be ADA compliant and surface grade-level. Core shall convey the Proposed Building Parcel and the Parking Deck to the Authority, which will own and manage the Parking Deck under a parking management agreement with the Unified Government that will be further described in the Development Agreement. The final legal description of the Proposed Building Parcel, the specific mechanics of the conveyances, and dimensions, of the ACC Property and the Proposed Building Parcel, and the final specifications of the Parking Deck shall be included in the final Development Agreement and Development Plan.

e. The Authority shall reimburse Core for the proportionate expense of the number of spaces within the Parking Deck (again, to be used as a Public Parking Deck) exceeding two hundred (200) spaces (the "**Reimbursement**"). The Reimbursement shall reflect the proportionate value of the Proposed Building Parcel to the cost of constructing the Parking Deck, which will include all hard costs, soft costs, permitting costs, and financing costs associated with constructing the Parking Deck. The specific mechanics of the Reimbursement will be described in the Development Agreement, and include the following: (i) payment by the Authority of the Reimbursement over no less than five (5) years following conveyance of the Proposed Building to the Authority, (ii) the Authority's obligation to use all net revenues of the Proposed Building to pay the Reimbursement, and (iii) the annual financial contribution of the Unified Government for the Parking Deck, which shall be available only to the extent that the net revenues received by the Authority from its ownership of the Parking Deck are insufficient to pay the Reimbursement.

f. Core is responsible for the Project's compliance with Athens-Clarke County's inclusionary zoning ordinance and Core may satisfy its obligations under said ordinance with the payment in-lieu option, to the extent permissible by applicable law. The Development Agreement shall include a provision, or, in conjunction with the execution of the Development Agreement, the Unified Government may adopt an ordinance or resolution to require, that at least one-half of the payment in-lieu paid by Core to the Unified Government shall be utilized in Census Track Nos. 13059150900 and 13059140600, on the eastern side of Athens-Clarke County, Georgia, to provide affordable housing options for low- and moderate-income residents of said census tracts.

g. Core will construct ADA-compliant pedestrian connections from the Parking Deck to the intersection of North Avenue and Dougherty Street as shown on the final Development Plan.

h. Core shall relocate the Hoyt House at a location approved by the Unified Government at Core's expense.

i. Core shall relocate or replace the playground on the ACC Property to a location approved by the Unified Government at Core's expense.

j. Core shall grant a historic façade easement on the Foundry structure to a governmental body, charitable corporation, charitable association, or charitable trust approved by the Authority.

k. Core shall grant the Unified Government one or more artistic mural easements totaling a minimum of One Thousand (1,000) square feet of the frontage on Jackson Street to be more specifically identified in the final Development Agreement and Development Plan.

l. Core's obligations under the Development Agreement will be conditioned (1) on the Unified Government and Core entering into a Memorandum of Understanding that obligates Core to design and construct, at Core's expense but pursuant to Unified Government standards, the College Avenue Sewer Improvements in exchange for a 30% exemption on wastewater and water system connection fees, reservation of sewer capacity for the Development

Plan, and other good and valuable consideration; and (2) the Unified Government or the Authority initiating an action to rezone the ACC Property from its current zoning classification to another zoning classification no later than thirty (30) days of the Unified Government's approval of the Development Agreement, provided that this condition may be satisfied by the Unified Government or the Authority initiating a rezone of the ACC Property from its current zoning classification to another zoning classification before the execution of the Development Agreement. To the extent that the Unified Government is the owner of the ACC Property at the time of an application to rezone, the Unified Government hereby expressly authorizes the Authority to apply for a rezone of the ACC Property in accordance with this Agreement and to present the rezone request to the Planning Commission and the Mayor & Commission.

m. Core will pay all fees and expenses of the Authority and the Unified Government that each incurs in connection with this Agreement and the Development Agreement, and in connection with developing the Core Concept and the Development Plan.

n. Specification and agreement upon traffic flow details sufficient for pedestrian and bus connections within and through the Project, the specific details of which shall be included in the Development Agreement, such as how school buses will access Lay Park using circulating roads, driveways, or other alternatives.

o. Identification of potential rights-of-way issues, specifically including on Hoyt and Dougherty Streets, and curing of such issues, such as through quit claim deed or similar conveyance instrument.

p. All of the Tax Allocation District incremental revenues received for the parcels associated with the Project shall be utilized for that portion of Tax Allocation District No. 4 – East Downtown Tax Allocation District ("**TAD No. 4**") that is on the eastern side of the North Oconee River for the entire duration of TAD No. 4. This provision shall be subject to amendment of the Redevelopment Plan for TAD No. 4 and any other documents associated with TAD No. 4 as is necessary and appropriate.

4. The Unified Government and the Authority agree to consider the use of such tools as are available to them to assist in funding public infrastructure or public improvements necessary for the development of the ACC Property and the Core Property pursuant to the Core Concept and Development Plan, as they may determine, in order to enhance the downtown district of Athens-Clarke County, and promote public purposes, develop trade, commerce, industry and employment opportunities in Athens-Clarke County.

5. The Original IGA is hereby terminated.

6. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. If any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such determination of invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision, but this Agreement shall be reformed and construed as if such invalid, illegal or unenforceable provision or part of a provision had never been contained

herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

8. The execution of the Development Agreement and associated Memorandum of Understanding referenced above will supersede and replace this Agreement. If the Development Agreement is not executed two (2) years from the date of this Agreement, the Authority or the Unified Government may terminate this Agreement upon written notice to the other party. Unless otherwise modified or terminated, this Agreement shall automatically terminate three (3) years from the date first above written.

9. This Agreement shall be governed by, and construed according to, the laws of the State of Georgia without regard to conflict of law principles.

10. The Authority will be allowed to grant Core access to the ACC Property before the execution of the Development Agreement in order to allow Core to inspect, investigate, and conduct due diligence on the ACC Property. Core shall be required to repair any damage and restore the ACC Property in substantially the same condition and abide by any other term and condition reasonably required by the Authority before conducting any inspection.

[Signature Page Follows]

IN WITNESS WHEREOF, the Unified Government and the Authority have caused this Intergovernmental Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

DOWNTOWN ATHENS DEVELOPMENT AUTHORITY

By: _____
Chairperson

Attest: _____
Secretary

[SEAL]

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

By: _____
Mayor

Attest: Shemekia Armstrong
Deputy Clerk of Commission

[SEAL]

Exhibit A-1

ACC Property – Tracts 1, 2, and 4

[ATTACHED]

Exhibit A-2

Core Property – Survey

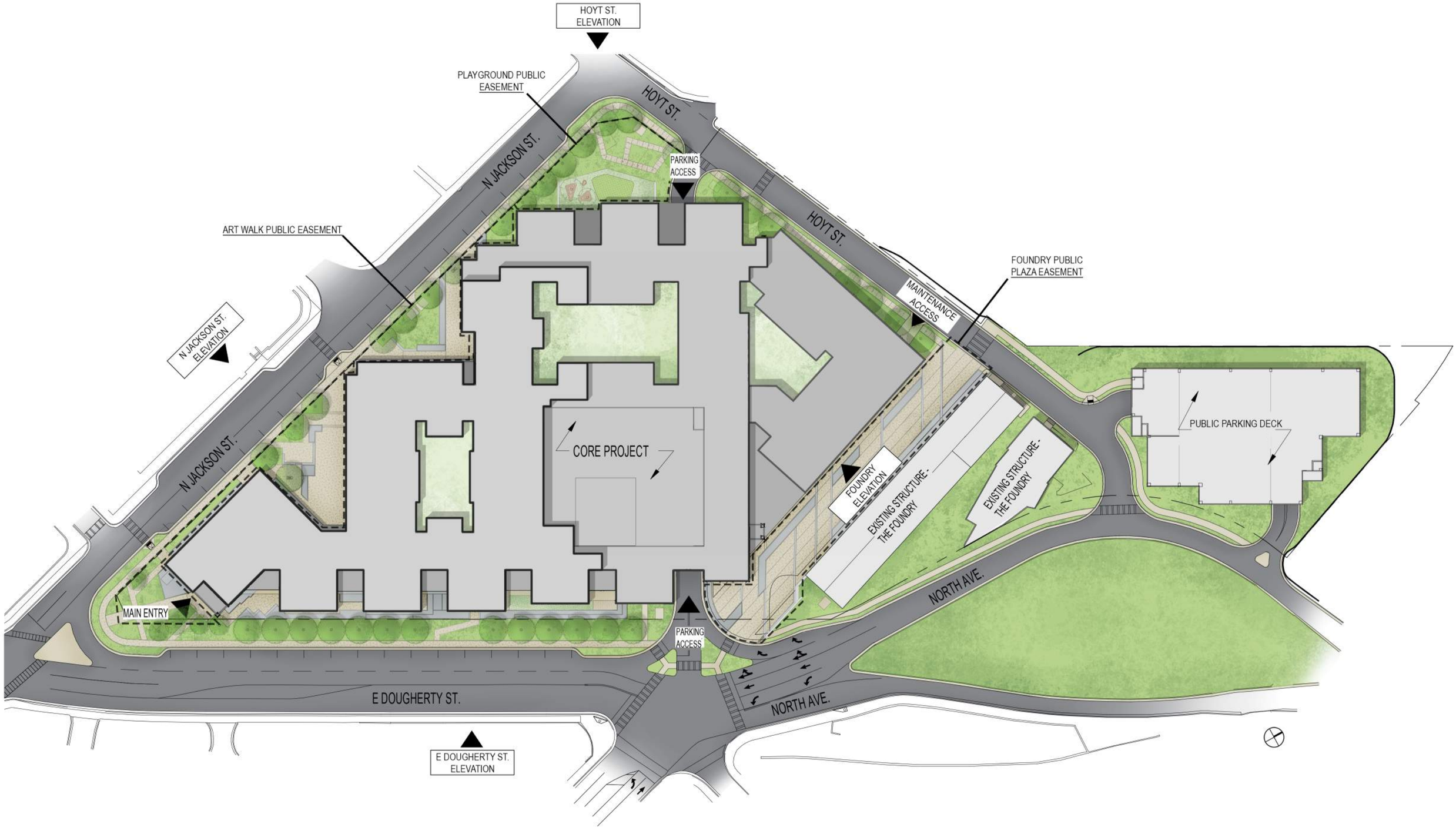
[ATTACHED]

Exhibit B

Core Concept

[ATTACHED]

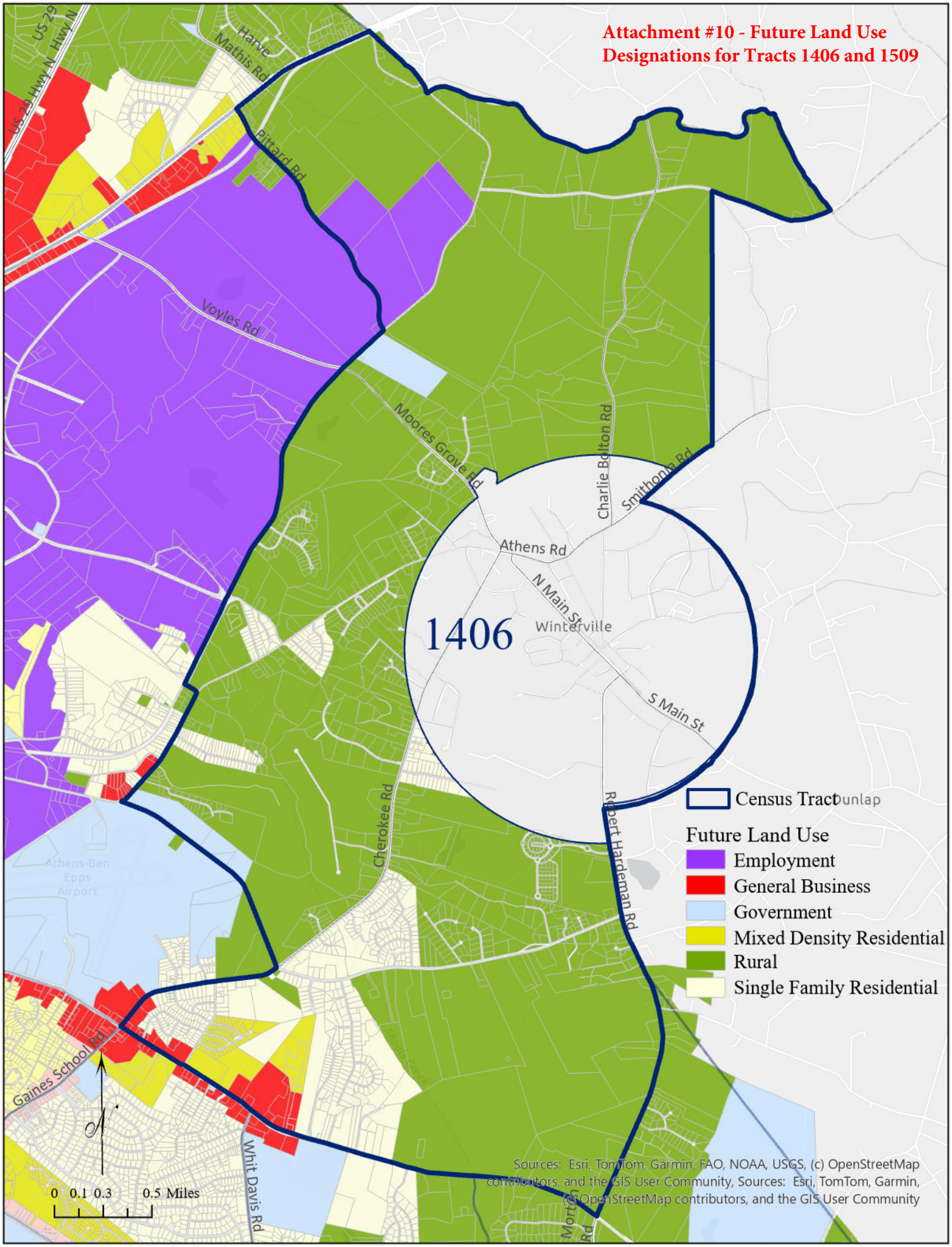
Attachment #9 - Core On-Site Playground Concept

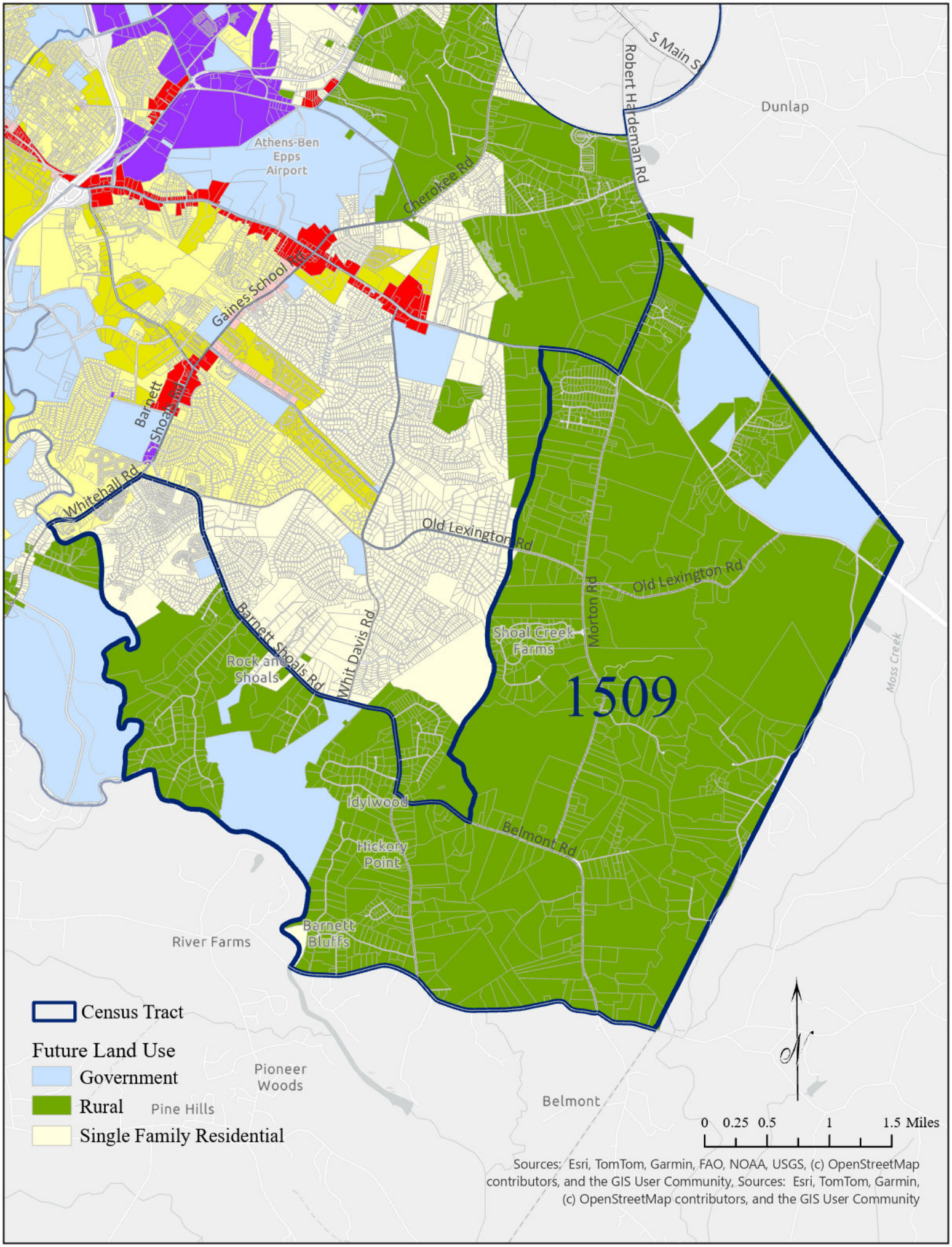


SITE PLAN

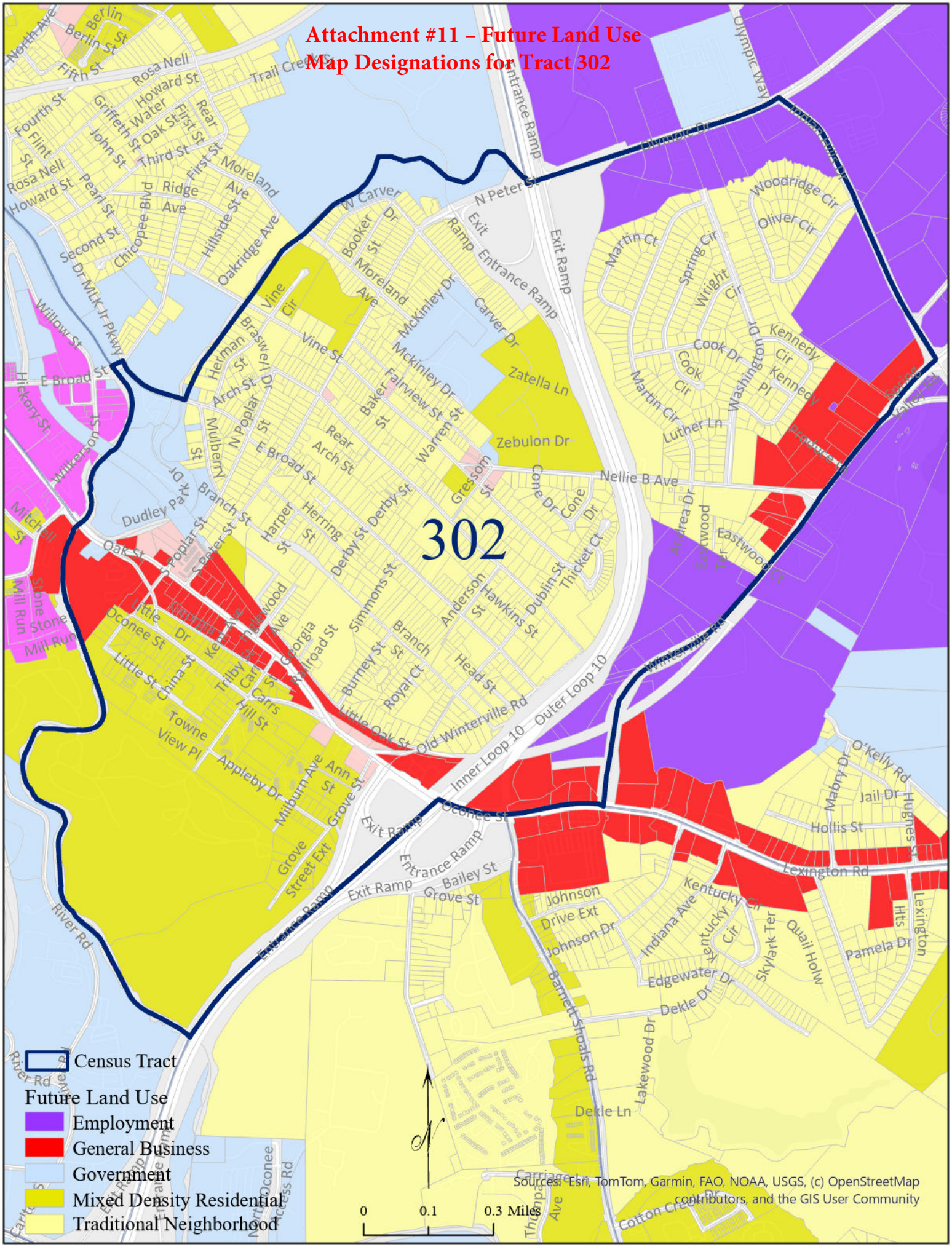


HOYT STREET - PLAYGROUND


Attachment #10 - Future Land Use Designations for Tracts 1406 and 1509
US 29 Hwy N
Harve Mathis Rd
Pittard Rd
Voyles Rd
Moores Grove Rd
Charlie Bolton Rd
Smithonia Rd
Athens Rd
N Main St
Winterville
1406
S Main St
Cherokee Rd
Robert Hardeman Rd
Dunlap
Athens-Ben Epps Airport
Gaines School Rd
Whit Davis Rd
Census Tract
Future Land Use
Employment
General Business
Government
Mixed Density Residential
Rural
Single Family Residential
0 0.1 0.3 0.5 Miles
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community


1509
Census Tract
Future Land Use
Government
Rural
Single Family Residential
0 0.25 0.5 1 1.5 Miles
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, (c) OpenStreetMap contributors, and the GIS User Community
Dunlap
Athens-Ben Epps Airport
Cherokee Rd
Robert Hardeman Rd
S Main St
Gaines School Rd
Barnett Shoals Rd
Whitehall Rd
Old Lexington Rd
Morton Rd
Whit Davis Rd
Rock and Shoals
Shoal Creek Farms
Idylwood
Hickory Point
Barnett Bluffs
Belmont Rd
River Farms
Pioneer Woods
Pine Hills
Belmont
Moss Creek

Attachment #11 – Future Land Use Map Designations for Tract 302



SPACE RESERVED FOR CLERK OF SUPERIOR COURT

OWNER'S ACKNOWLEDGEMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, HAVING ESTABLISHED THE MINIMUM BUILDING RESTRICTION LINES, DEDICATE ALL RIGHT-OF-WAY, WATER, AND SEWER EASEMENTS, DRAINAGE EASEMENTS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED, AND AGREE TO PROVIDE EITHER DIRECTLY OR INDIRECTLY FOR THE MAINTENANCE OF ALL COMMON AREAS AND OUTLETS. I (WE) FURTHER ACKNOWLEDGE THAT POSSESSION OF THE RIGHTS-OF-WAY REMAINS SOLELY WITH THE SUBDIVIDER UNTIL SUCH TIME AS ALL BONDS ARE RELEASED BY ATHENS-CLARKE COUNTY.

OWNER DATE

PUBLIC WORKS

I THEREBY CERTIFY THAT ALL REQUIRED IMPROVEMENTS NECESSARY TO PROVIDE ALL STREETS AND OTHER REQUIRED PUBLIC IMPROVEMENTS IN ACCORDANCE WITH PLANS SUBMITTED TO ATHENS-CLARKE COUNTY BY THE SUBDIVIDER'S PROFESSIONAL REPRESENTATIVES HAVE BEEN SATISFACTORILY COMPLETED OR HAVE BEEN ADEQUATELY GUARANTEED IN AN AMOUNT SUFFICIENT TO SECURE SATISFACTORILY INSTALLATION. ALL DRAINAGE AND ACCESS EASEMENTS SHOWN ARE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNER PER ACC POLICY.

PUBLIC WORKS DIRECTOR DATE

PUBLIC UTILITIES

I THEREBY CERTIFY THAT ALL REQUIRED IMPROVEMENTS NECESSARY TO PROVIDE WATER AND/OR SANITARY SEWER SERVICE FROM THE ATHENS-CLARKE COUNTY WATER DISTRIBUTION AND/OR SANITARY SEWER COLLECTION SYSTEM(S), AS NOTED, HAVE BEEN SATISFACTORILY INSTALLED AND HAVE BEEN ACCEPTED BY ATHENS-CLARKE COUNTY FOR OWNERSHIP, OPERATION, AND MAINTENANCE, OR IMPROVEMENT GUARANTEES, IN AN AMOUNT SUFFICIENT TO SECURE THE SATISFACTORY INSTALLATION AND DEDICATION OF NECESSARY IMPROVEMENTS, HAVE BEEN PROVIDED.

PUBLIC UTILITIES DIRECTOR DATE

PLANNING DIRECTOR

THE PLAT HAS BEEN APPROVED IN ACCORDANCE WITH THE ATHENS-CLARKE COUNTY SUBDIVISION REGULATIONS.

PLANNING DIRECTOR DATE

Attachment #12 – Proposed Public Use Easements

THE PURPOSE OF THIS SURVEY IS TO RECOMBINE TRACTS 1 & 2 INTO TRACT "A" WHILE GIVING A PORTION OF TRACT 2 TO TRACT "B". A PORTION OF TRACT 3 WILL BECOME TRACT "C", WHILE THE OTHER PORTION WILL BE COMBINED WITH TRACT 4, A PORTION OF TRACT 5, & A PORTION OF TRACT 2 TO BE COME TRACT "B". TRACT 5 WILL BE ABANDONED.



VICINITY MAP
NOT TO SCALE

REFERENCES

ALTA/NSPS LAND TITLE SURVEY FOR GRADUATE ATHENS, BY GRS GROUP, AND DATED 06/12/2024.
PB 17 PG 140
DB 1410 PG 195
PB G PG 44D
PB 33 PG 344
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL 21, BY BEN MCLEROY & ASSOCIATES, DATED 06/05/1970.
SURVEY BY GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PROPOSED DOUGHERTY STREET EXTENSION CLARKE COUNTY, PROJECT NUMBER U-014-1(4) & LOOP, DATED 05/15/1968.
SURVEY FOR ATHENS AVENUE REDEVELOPMENT PROJECT GA R-51, BY BEN MCLEROY & ASSOCIATES, DATED OCTOBER 1966.
SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.
SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL NOS. 21AND 23, BY BEN MCLEROY & ASSOCIATES, DATED 03/03/1971.

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,934 FEET, AND WAS UNADJUSTED.

2. THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A GEOMAX ZOOM 95 SERIES TOTAL STATION.

3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN: 342,179 (TRACT A); 253,924 (TRACT B); 106,030 (TRACT C)

GENERAL NOTES

1. OWNER OF RECORD FOR THE SUBJECT PROPERTY IS:
ATHENS HOTEL PARTNERS LLC.,
-PARCEL 163D3 L002
ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
- PARCEL 163D3 N001
- PARCEL 163D3 D001
- PARCEL 171B1 B001

2. TITLE REFERENCES REGARDING ADJOINERS ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.

3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT(S) OR RIGHT(S) OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.

4. NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.

5. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.

6. SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED.

7. DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.

8. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).

UTILITY NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. 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 BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

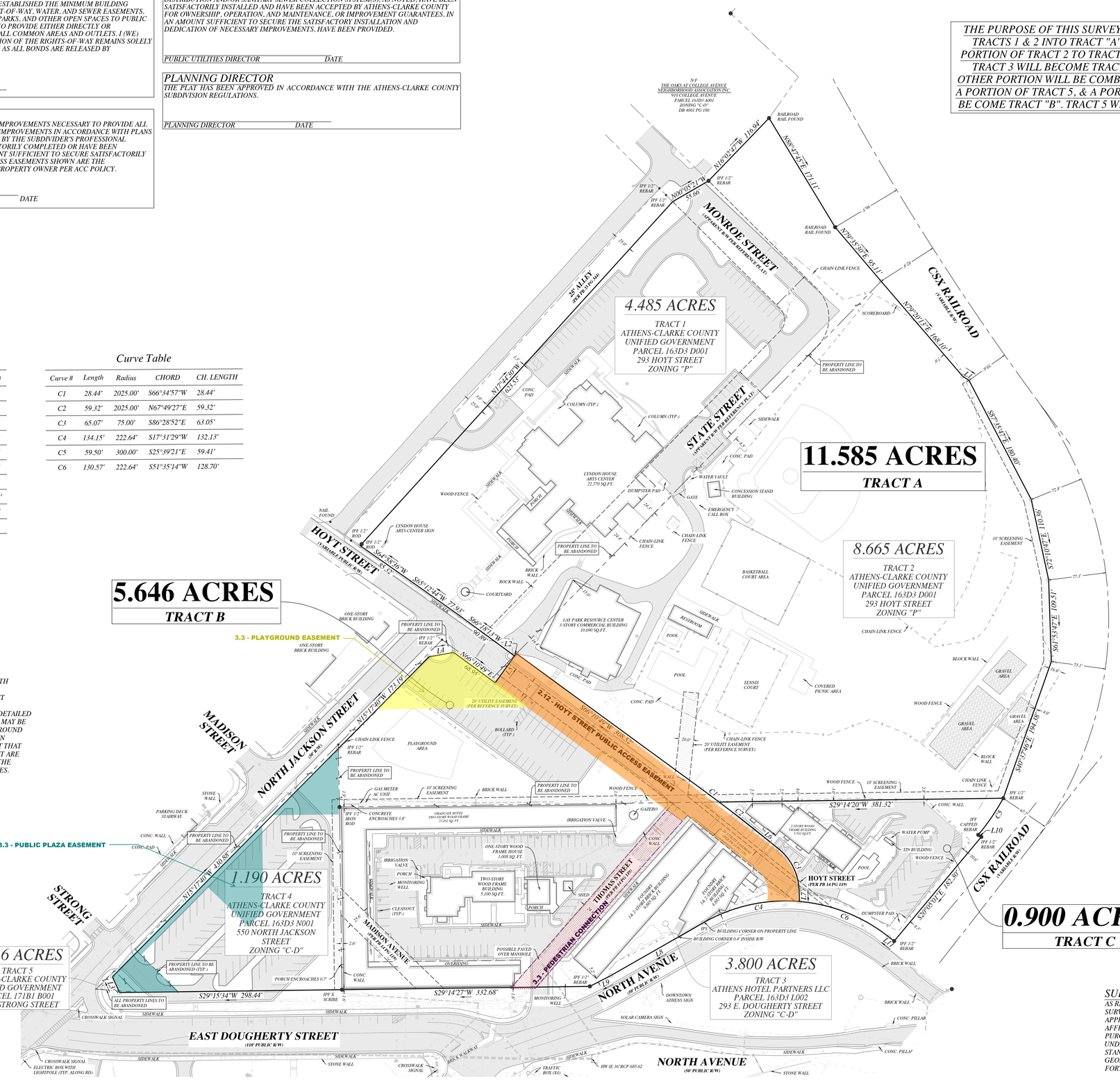
Line Table

Line #	Direction	Length
L1	N62°52'13"E	10.00'
L2	S15°35'47"E	4.13'
L3	N84°23'23"W	23.05'
L4	N19°52'11"E	33.36'
L5	N23°49'11"W	48.50'
L6	N68°39'48"E	41.47'
L7	S61°37'33"E	14.69'
L8	S00°15'31"W	142.70'
L9	S02°42'47"W	31.73'
L10	N64°24'13"E	4.89'
L11	S68°09'41"W	9.40'

Curve Table

Curve #	Length	Radius	CHORD	CH. LENGTH
C1	28.44'	2025.00'	S66°34'57"W	28.44'
C2	59.32'	2025.00'	N67°49'27"E	59.32'
C3	65.07'	75.00'	S86°28'52"E	63.05'
C4	134.15'	222.64'	S17°31'29"W	132.13'
C5	59.50'	300.00'	S25°39'21"E	59.41'
C6	130.57'	222.64'	S51°35'14"W	128.70'

SURVEY LEGEND
B.S.L. - BUILDING SETBACK LINE
CMP - CORRUGATED METAL PIPE
CMF - CONCRETE MONUMENT FOUND
DB - DEED BOOK
DE - DRAINAGE EASEMENT
DIP - DUCTILE IRON PIPE
FDC - FIRE DEPARTMENT CONNECTION
FES - FINISHED FLOOR SECTION (STORM)
FFE - FINISHED FLOOR ELEVATION
GI - GRATE INLET
HDPE - HIGH DENSITY POLYETHYLENE
IE - INVERT ELEVATION
IPF - IRON PIN FOUND
IPS - IRON PIN SET (CAPPED 1/2" REBAR)
N/F - NOW OR FORMERLY
OCS - OUTLET CONTROL STRUCTURE
PB - PLAT BOOK
PE - PLAT BOOK
PPP - POWER TELEPHONE POLE
POC - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SSE - SANITARY SEWER EASEMENT
TPOB - TRUE POINT OF BEGINNING
TYP. - TYPICAL
PROPERTY CORNER FOUND
PROPERTY CORNER
CMF-CONCRETE MONUMENT FOUND
ELEVATION BENCHMARK
DELTA (SURVEY CONTROL)
AIR CONDITIONING UNIT
CB - CATCHBASIN
CO - CLEANOUT
FO - FIBER OPTIC (MARKER)
FH - FIRE HYDRANT
GAS VALVE
GAS METER
GAS MARKER
GUY WIRE/ANCHOR
HW - HEADWALL
JB - JUNCTION BOX
LP - LIGHTPOLE
MH - MANHOLE
SSMH-SANITARY SEWER MANHOLE
TPED - TELEPHONE PEDESTAL
WI - WEIR INLET
WM - WATER METER
WV - WATER VALVE
UTILITY POLE
TRANSMISSION UTILITY POLE
POWER TRANSFORMER
FENCE LINE — x — x —
OVERHEAD UTILITY — uv — uv —
OVERHEAD POWER — p — p —
UNDERGROUND POWER — up — up —
OVERHEAD TELEPHONE — t — t —
UNDERGROUND TELEPHONE — T — T —
TRAFFIC UTILITY — TR — TR —
FIBER-OPTIC — FO — FO —
NATURAL GAS — GAS — GAS —
FLOODPLAIN — FP —
SANITARY SEWER — SS — SS —
SEWER FORCEMAIN — FM — FM —
SANITARY SEWER SERVICE — SVC —
WATERLINE — W — W —



SURVEYOR'S 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 O.C.G.A. SECTION 15-6-67.

JOHN F. BREWER, III RLS#2905 DATE

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
355 Oneta Street, Ste. D100
Athens, GA 30601
P: (706) 310-0400
www.waengineering.com | info@waengineering.com

JOB NUMBER
23-0369

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

GA WEST, ZONE 1002 NAD 83

0 25 50 100
SCALE 1" = 50'

ADMINISTRATIVE RECOMBINATION SURVEY FOR:

THE GRADUATE

295 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
ATHENS-CLARKE COUNTY
G.M.D. 220

DATE
07/21/2025

REVISIONS

DRAFTED BY:
AE

REVIEWED BY:
AC

SHEET 1 OF 1

GEORGIA REGISTERED NO. 2905 LAND SURVEYOR JOHN F. BREWER III

Surveyor contact information:
John F. Brewer, (706) 310-0400
JBrewer@waengineering.com

Attachment #13 – Survey Depicting Former Roadways Requiring Abandonment

SPACE RESERVED FOR CLERK OF SUPERIOR COURT

SURVEY LEGEND
B.S.L. - BUILDING SETBACK LINE
CMP - CORRUGATED METAL PIPE
CMF - CONCRETE MONUMENT FOUND
DB - DEED BOOK
DE - DRAINAGE EASEMENT
DIP - DUCTILE IRON PIPE
FDC - FIRE DEPARTMENT CONNECTION
FES - FLARED END SECTION (STORM)
FFE - FINISHED FLOOR ELEVATION
GI - GRATE INLET
HDPE - HIGH DENSITY POLYETHYLENE
IE - INVERT ELEVATION
IPF - IRON PIN FOUND
IPS - IRON PIN SET (CAPPED 1/2" REBAR)
N/F - NOW OR FORMERLY
OCS - OUTLET CONTROL STRUCTURE
OTP - OPEN TOP PIPE
PB - PLAT BOOK
PTP - POWER TELEPHONE POLE
POC - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
SSE - SANITARY SEWER EASEMENT
TPOB - TRUE POINT OF BEGINNING
TYP - (TYPICAL)
PROPERTY CORNER FOUND
PROPERTY CORNER
CMF-CONCRETE MONUMENT FOUND
ELEVATION BENCHMARK
DELTA (SURVEY CONTROL)
AIR CONDITIONING UNIT
CB - CATCHBASIN
CO - CLEANOUT
FO - FIBER OPTIC (MARKER)
FH - FIRE HYDRANT
GAS VALVE
GAS METER
GAS MARKER
GUY WIRE/ANCHOR
HW - HEADWALL
JB - JUNCTION BOX
LP - LIGHTPOLE
MH - MANHOLE
SSMH-SANITARY SEWER MANHOLE
TPED - TELEPHONE PEDESTAL
WI - WEIR INLET
WM - WATER METER
WV - WATER VALVE
UTILITY POLE
TRANSMISSION UTILITY POLE
POWER TRANSFORMER
FENCE LINE — X — — X —
OVERHEAD UTILITY — OU — — OU —
OVERHEAD POWER — OP — — P —
UNDERGROUND POWER — UP — — P —
OVERHEAD TELEPHONE — OT — — T —
UNDERGROUND TELEPHONE — UT — — T —
TRAFFIC UTILITY — TR —
FIBER-OPTIC — FO — — FO —
NATURAL GAS — GAS — — GAS —
FLOODPLAIN — FP —
SANITARY SEWER — SS —
SEWER FORCEMAIN — FM —
SANITARY SEWER SERVICE — SVC —
WATERLINE — W — — W —

REFERENCES

ALTA/NSPS LAND TITLE SURVEY FOR GRADUATE ATHENS, BY GRS GROUP, AND DATED 06/12/2024.

PB 17 PG 140

DB 1410 PG 195

PB G PG 44D

PB 33 PG 344

SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.

SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL 21, BY BEN MCLEROY & ASSOCIATES, DATED 06/05/1970.

SURVEY BY GEORGIA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PROPOSED DOUGHERTY STREET EXTENSION CLARKE COUNTY, PROJECT NUMBER U-014-1(4) & LOOP, DATED 05/15/1968.

SURVEY FOR ATHENS AVENUE REDEVELOPMENT PROJECT GA R-51, BY BEN MCLEROY & ASSOCIATES, DATED OCTOBER 1966.

SURVEY FOR GENE MAC WINBORN, BY BEN MCLEROY & ASSOCIATES, DATED 06/29/1972.

SURVEY FOR CITY OF ATHENS URBAN RENEWAL PROJECT R-51 REUSE PARCEL NOS. 21AND 23, BY BEN MCLEROY & ASSOCIATES, DATED 03/03/1971.

UTILITY NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS ARE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. 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 BUT ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEY NOTES

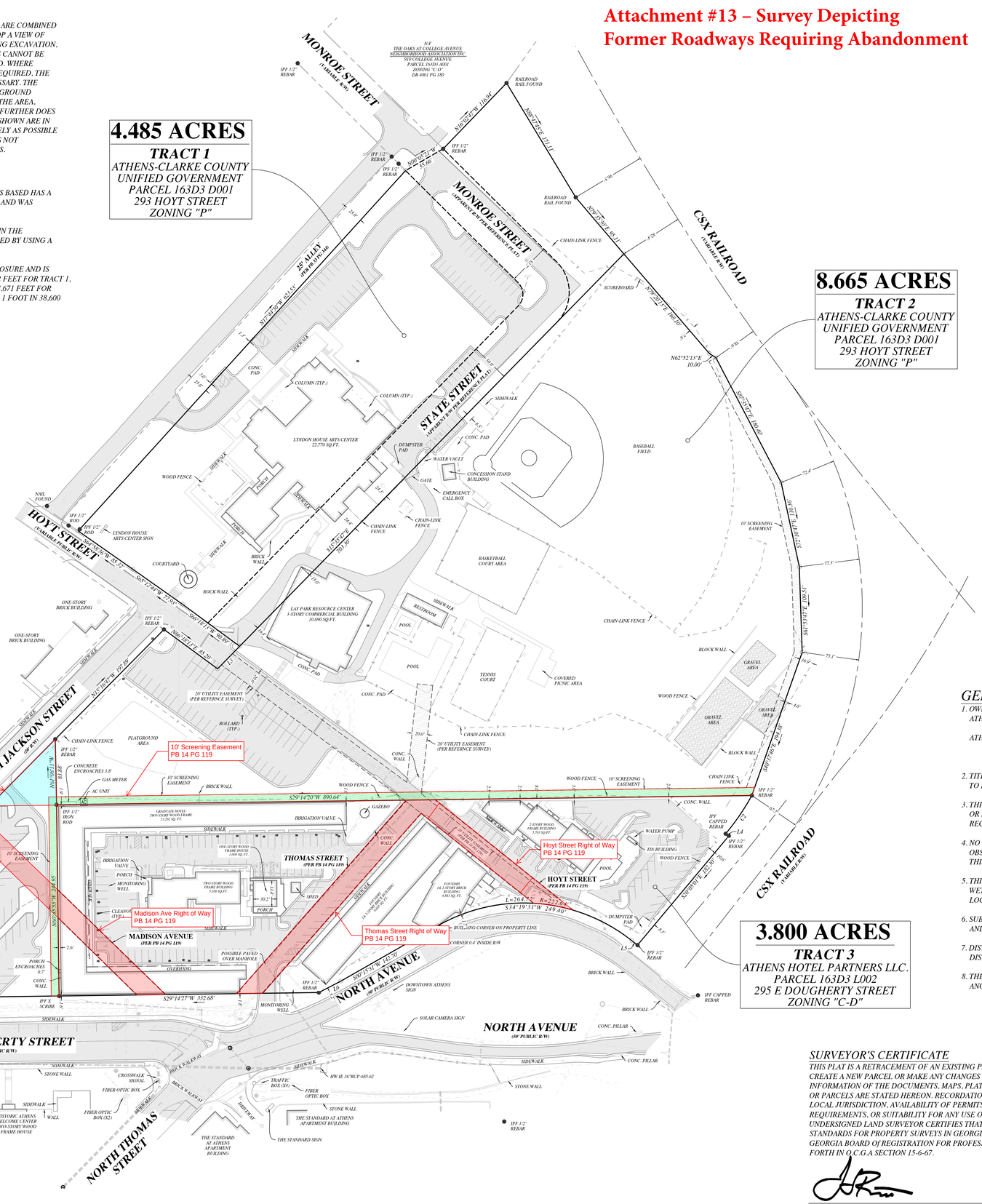
1. *THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,934 FEET, AND WAS UNADJUSTED.*
2. *THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS MAP OR PLAT WERE OBTAINED BY USING A GEOMAX ZOOM 95 SERIES TOTAL STATION.*
3. *THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 561,052 FEET FOR TRACT 1, 1 FOOT IN 462,343 FEET FOR TRACT 2, 1 FOOT IN 354,671 FEET FOR TRACT 3, 1 FOOT IN 225,860 FEET FOR TRACT 4, AND 1 FOOT IN 38,600 FEET FOR TRACT 5.*

Curve Table

Curve #	Length	Radius	CHORD	CH. LENGTH
C1	52.80'	830.40'	S33°49'20"W	52.80'
C2	59.50'	300.00'	S25°39'21"E	59.41'

Line Table

Line #	Direction	Length
L1	N15°16'47"W	34.67'
L2	N74°52'12"E	59.91'
L3	N15°35'47"W	40.40'
L4	N64°24'13"E	4.89'
L5	S68°09'41"W	9.40'
L6	S02°42'47"W	31.73'



GENERAL NOTES

1. *OWNER OF RECORD FOR THE SUBJECT PROPERTY IS:*
   ATHENS HOTEL PARTNERS LLC.,
   -PARCEL 163D3 L002
   ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
   - PARCEL 163D3 L001
   - PARCEL 171B1 B001
2. *TITLE REFERENCES REGARDING ADJOINERS ARE SUBJECT TO INFORMATION PROVIDED BY LOCAL GOVERNMENT.*
3. *THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT(S) OR RIGHT(S) OF WAY, WHETHER WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.*
4. *NO VISIBLE EVIDENCE OF BURIAL GROUNDS WERE OBSERVED WITHIN THIS SITE NOR WERE ANY REPORTED TO THIS FIRM.*
5. *THIS PROPERTY MAY OR MAY NOT CONTAIN WETLANDS. NO WETLANDS WERE INVESTIGATED, IDENTIFIED, DELINEATED, LOCATED OR CONFIRMED FOR PURPOSES OF THIS SURVEY.*
6. *SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BOTH RECORDED AND UNRECORDED.*
7. *DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES BASED ON THE U.S. SURVEY FOOT.*
8. *THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE).*

SURVEYOR'S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

JOHN F. BREWER, III RLS#2905 — *04/28/2025* DATE

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
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JOB NUMBER
23-0369

GA WEST ZONE NAD 83

SCALE 1" = 50'

RETRACEMENT SURVEY FOR:

THE GRADUATE

295 E DOUGHERTY STREET
ATHENS, GEORGIA 30601
ATHENS-CLARKE COUNTY
G.M.D. 220

DATE	DRAFTED BY:
04/28/2025	AE
REVISIONS	REVIEWED BY:
	AC
	SHEET 1 OF 1

GEORGIA REGISTERED NO. 2905 PROFESSIONAL LAND SURVEYOR JOHN F. BREWER III

Surveyor contact information:
John F. Brewer, (706) 310-0400
JBrewer@waengineering.com

X:\Projects\2023\23069\The Graduate\W&A Survey\SU\23069-East Dougherty.dwg 4-29-25 09:49:35 AM acobb

TITLE DEFECTS - UNDERLYING DOCUMENTS

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY GA.
Jun 4 4 27 PM '75
RECORDED
BOOK 388 PAGE 970
DATE June 5 1975
KING CRAWFORD CLERK

GEORGIA, :

CLARKE COUNTY. :

THIS INSTRUMENT, made this 18th day of April, 1975, by THE MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation existing under the Laws of the State of Georgia;

W I T N E S S E T H:

That THE MAYOR AND COUNCIL OF THE CITY OF ATHENS is the fee owner of the following described real property in the County of Clarke, State of Georgia, to-wit:

LYNDON HOUSE COMMUNITY CENTER - Multi-Purpose Recreational Facility:

Parcel A: Beginning at a point on the southwest corner of the intersection of Hoyt Street and Thomas Street, and running thence north 11 degrees 51 minutes east 71.7 feet; thence north 28 degrees 09 minutes east 95.6 feet; thence north 11 degrees 52 minutes west 90.5 feet; thence north 3 degrees 04 minutes west 106.3 feet; thence north 46 degrees 02 minutes west 165.2 feet; thence north 0 degrees 02 minutes east 174.3 feet; thence north 86 degrees 56 minutes west 180.4 feet; thence south 63 degrees 32 minutes west 10 feet; thence south 80 degrees 00 minutes west 168.1 feet; thence south 14 degrees 56 minutes east 743.7 feet; thence south 66 degrees 58 minutes west 85.2 feet; thence south 14 degrees 37 minutes east 197.8 feet; thence south 60 degrees 08 minutes east 83.8 feet; thence north 29 degrees 52 minutes east 422.4 feet to the beginning point.

Parcel B: Beginning at a point on the southwest corner of the intersection of Hoyt Street and Thomas Street, and running thence north 29 degrees 52 minutes east 467.9 feet; running thence north 39 degrees 41 minutes west 194 feet; thence running thence north 39 degrees 41 minutes west 109.3 feet; thence running north 61 degrees 14 minutes west 110.7 feet; thence running north 71 degrees 31 minutes west 174.3 feet; thence running south 0 degrees 2 minutes west 165.2 feet; thence running south south 46 degrees 2 minutes east 106.3 feet; thence running south 11 3 degrees 4 minutes east 90.5 feet; thence running south 22 degrees degrees 52 minutes east 95.6 feet; thence running south 11 degrees 51 9 minutes west 71.7 feet to the beginning point.

EAST ATHENS COMMUNITY CENTER - Multi-Purpose Recreational Facility:

All that tract or parcel of land lying and being in the City of Athens, Clarke County, Georgia, on the northeasterly side of McKinley Drive, and being a part of the East Athens School Lot, and particularly described as follows:

Beginning at a point on the northeasterly side of McKinley Drive opposite the intersection of Baker Street with McKinley Drive, and running thence north 43 degrees 21 minutes east 505 feet; running thence south 46 degrees 39 minutes east 330 feet; running thence north 41 degrees 22 minutes east 224.9 feet; thence running north 46 degrees 42 minutes west 606 feet; thence running south 43 degrees 18 minutes west 700 feet; thence running south 25 degrees 34 minutes west 20 feet; thence running south 27 degrees east 30.3 feet; thence running south 46 degrees 39 minutes east along the northeasterly side of McKinley Drive 248.5 feet to the beginning point.

RIVERSIDE PARK - A Recreational Park and Playground:

Being a tract of land located in the City of Athens as conveyed to said City by John S. Linton, et. al., to City of Athens, dated May 18, 1892, recorded in Deed Book MM, at Page 418; Chief of Police Deed of Cran Oliver to Mayor and Council of City of Athens, dated August 6, 1895, recorded in Deed Book PP, at Page 226; City Marshall Deed of A. E. Arnold, City Marshall, to Mayor and Council of City of Athens, dated July 20, 1900, recorded in Deed Book VV, at Page 224; Deupree Hunnicutt to The Mayor and Council of the City of Athens, dated June 1, 1925, recorded in Deed Book 42, at Page 559; Mrs. Lucy G. Yancey, by Heirs at Law, to The Mayor and Council of the City of Athens, dated April 30, 1925, recorded in Deed Book 42, at Page 560; all as recorded in the Clerk's Office, Superior Court of Clarke County, Georgia, reference to which is hereby made.

Provided there was conveyed out of the above-described properties an easement from The Mayor and Council of the City of Athens to the Georgia Power Company, dated November 14, 1949, recorded in Deed Book 116, Page 565; Deed from the Mayor and Council of the City of Athens to The State Highway Department, dated October 24, 1958, recorded in Deed Book 175, at Page 154; Deed from The Mayor and Council of the City of Athens to The State Highway Department, dated December 22, 1958, recorded in Deed Book 177, at Page 151; an easement of The Mayor and Council of the City of Athens to Georgia Power Company, dated June 15, 1971, recorded in Deed Book 358, at Page 522; all as recorded in the Clerk's Office, Superior Court of Clarke County, Georgia, reference to which is hereby made.

ROCKSPRING PARK - A Recreational Park, Swimming Pool, and Bathhouse:

That tract or parcel of land situated, lying and being in the City of Athens, Clarke County, Georgia, on the south side of Henderson Extension and being known and designated as Blocks D and E and I and H of the Benning property and the portions of Second Street and Benning Street appurtenant thereto and the northern one-half of that portion of Country Club Place appurtenant thereto, all as is shown on a plat recorded in the Office of the Clerk of the Superior Court of Clarke County, Georgia, in Deed Book 15, page 652. The property herein described is the same property conveyed to Shackelford and Lamkin by a deed from Echols which has been recorded in said Clerk's Office in Deed Book 40, Page 502.

DUDLEY PARK - A Recreational Park with Accessory Building:

All that tract or parcel of land, containing eight and 6/10 (8.6) acres, more or less, situate, lying and being in the City of Athens, Clarke County, Georgia, being bounded on the West by the Oconee River, on the South by Trail Creek and on the North and East by the right of way of the Georgia Railroad.

A plat thereof appears of record in Deed Book 122, page 390, Clerk's Office, Superior Court of Clarke County, Georgia, reference to which is made, and the same is incorporated herein by such reference.

REESE STREET PARK - A Recreational Park with Playground:

That tract or parcel of land, with the improvements thereon, situate, lying and being in the City of Athens, Clarke County, Georgia, particularly described as follows:

Beginning at the corner formed by the intersection of the southerly side of Reese Street with the easterly side of Pope Street, and running thence easterly along the southerly side of Reese Street 226 feet to a point; thence in a southeasterly direction 148 feet to a point which is 287 feet easterly from Pope Street; thence in a westerly direction 287 feet to the easterly side of Pope Street; thence northerly along the easterly side of Pope Street 135 feet to the beginning point; and being the tract of land designated as parcel No. 2 in a deed from The American Missionary Association to the Board of Education of the City of Athens, dated March, 1937, recorded in Deed Book 70, page 462, Clarke County Records.

which said lands and parcels comprise LYNDON HOUSE COMMUNITY CENTER, a Multi-Purpose Recreational Facility; EAST ATHENS COMMUNITY CENTER, a Multi-Purpose Recreational Facility; RIVERSIDE PARK, a Recreational Park and Playground; ROCKSPRING PARK, a Recreational Park, Swimming Pool, and Bathhouse; DUDLEY PARK, a Recreational Park with Accessory Building; and REESE STREET PARK, a Recreational Park with Playground, in the City of Athens, County of Clarke, State of Georgia, and THE MAYOR AND COUNCIL OF THE CITY OF ATHENS hereby makes the following declaration of restrictions regarding the sale, lease, mortgaging, or the creation of any other indebtedness or other transfer of the aforesaid lands and parcels, in consideration of and pursuant to the terms of a certain grant of Federal financial assistance made under Title VII of the Housing Act of 1961, Public Law 91-609, 84 Stat. 1781, 42 U.S.C. 1500, by the Department of Housing and Urban Development to said MAYOR AND COUNCIL OF THE CITY OF ATHENS for the purpose either or/and acquisition and development of said properties for said purposes, hereby specifying that the said declaration of restrictions shall constitute a covenant to run with all of the above described parcels of land and shall be binding upon THE MAYOR AND COUNCIL OF THE CITY OF ATHENS and all who may claim under it, to-wit:

The sale, lease, mortgaging, or creation of any other indebtedness or other transfer of LYNDON HOUSE COMMUNITY CENTER, EAST ATHENS COMMUNITY CENTER, RIVERSIDE PARK, ROCKSPRING

PARK, DUDLEY P
any interest t
approval of th
his designee o

Said
and shall appl
AND COUNCIL OF
assigns, unles
and Urban Deve

IN
instrument to
be hereunto a
of APRI

Witnessed by
Geraldi
Paulin L
Notary Public, Clarke
My Commission Expire

PARK, DUDLEY PARK, and REESE STREET PARK properties, or any interest therein, is and shall be subject to the prior approval of the Secretary of Housing and Urban Development, his designee or any successor thereto.

Said restrictive covenant shall be perpetual and shall apply to and be forever binding upon THE MAYOR AND COUNCIL OF THE CITY OF ATHENS, its successors and assigns, unless sooner released by the Secretary of Housing and Urban Development, his designee or any successor thereto.

IN WITNESS WHEREOF, the City has caused this instrument to be duly executed in its behalf and its seal to be hereunto affixed and attested, all on this 18 day of APRIL, 1975.

THE MAYOR AND COUNCIL OF THE CITY OF ATHENS (SEAL)

By: Julian L Bishop
Mayor

Attest: Johnny C Butler
City Clerk

Witnessed by:

Geraldine Seagraves

Pauline D. Fickin

Notary Public, Clarke County, Georgia
My Commission Expires Nov. 22, 1976

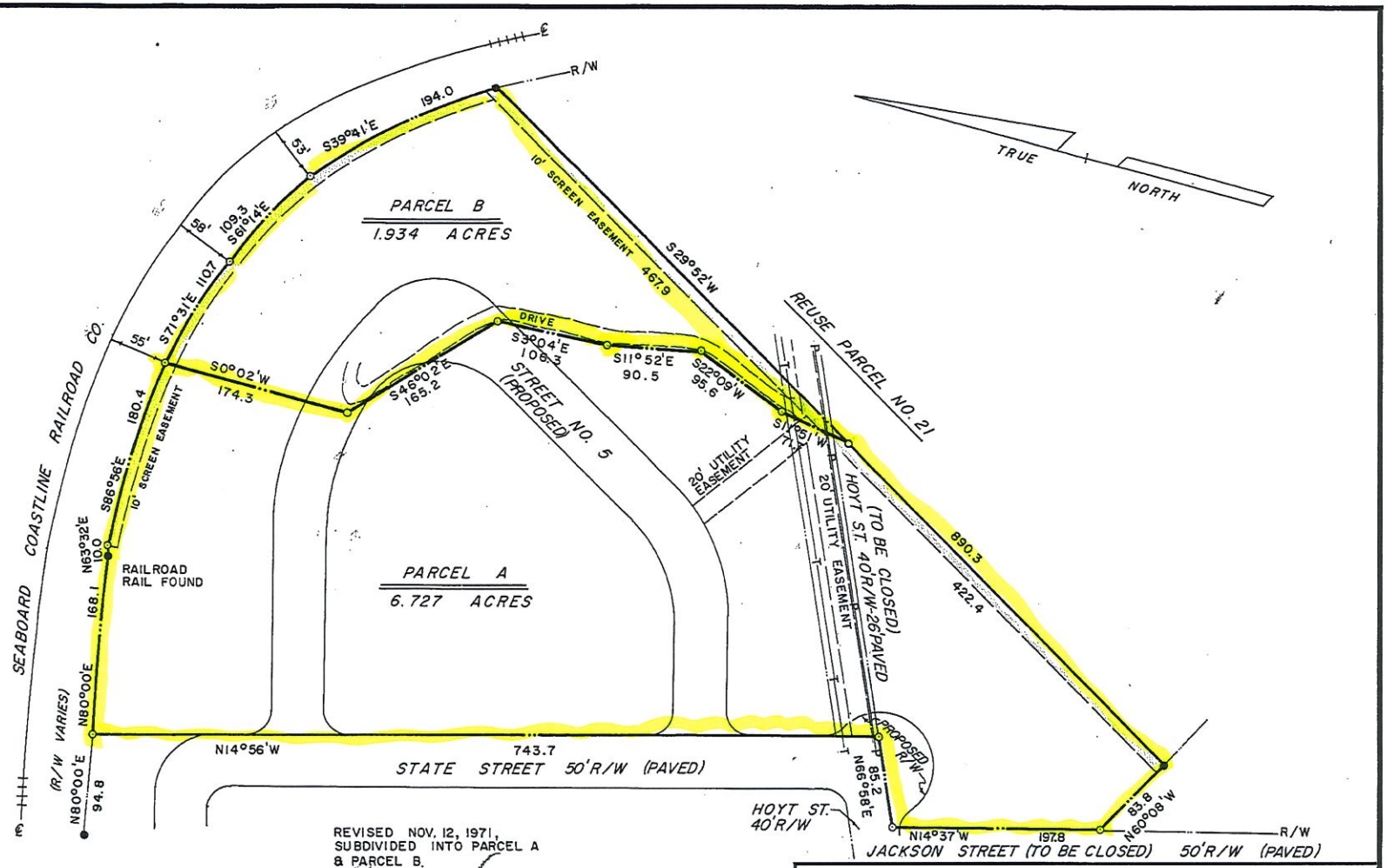
STATE OF GEORGIA, :
:
COUNTY OF CLARKE :

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared JULIUS F. BISHOP, Mayor, and JOHNNY FOWLER, Clerk of The Mayor and Council of the City of Athens, with whom I am personally acquainted and who, upon their several oaths, acknowledged themselves to be the Mayor and City Clerk, respectively, of The Mayor and Council of the City of Athens, and that they, as such Mayor and Clerk of The Mayor and Council of the City of Athens, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The Mayor and Council of the City of Athens, by the said Julius F. Bishop, as Mayor, and by the said Johnny Fowler, as City Clerk, attesting the same.

Witness my hand and Notarial Seal at my office in said Clarke County, this 18th day of April, 1975.

Pauline D. Fidler
NOTARY PUBLIC

My Commission Expires: Notary Public, Clarke County, Georgia
My Commission Expires Nov. 22, 1975



REVISED NOV. 12, 1971, SUBDIVIDED INTO PARCEL A & PARCEL B.

Ben McLeroy

REVISED MARCH 9, 1971, TO SHOW ADDITIONAL INFORMATION ON HOYT STREET.

Ben McLeroy

REF.: (1) DEED BOOK 1, PAGE 363..
(2) OUR PLAT OF REUSE PARCEL NO. 21, DATED JUNE 5, 1970.
(3) OUR SURVEY FOR ATHENS BOILER AND MACHINE WORKS, DATED DEC. 23, 1964.

GEORGIA REGISTERED No. 1184 Expires 1-1-72 LAND SURVEYOR BEN McLEROY

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Ben McLeroy

Member Ga. Assn. Reg. Land Surveyors

●___Denotes Iron Pin Found

○___Denotes Iron Pin Set

FIELD BOOK 218, PAGE 37 CLOSURE: 1/5,000.

SURVEY FOR
CITY OF ATHENS URBAN RENEWAL
PROJECT R-51
REUSE PARCELS NOS. 22 AND 23
ATHENS

COUNTY: CLARKE	GMD: 216	STATE: GEORGIA
DATE: MARCH 3, 1971	SCALE: 1" = 100'	DWN. BY: K.H.

SURVEYED BY: BEN McLEROY AND ASSOCIATES
ENGINEERS & SURVEYORS ATHENS, GA.

Unrecorded Plat

U 137 A

351-664
RTV

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY GA.
MAR 13 2 47 PM '71 BOOK 351 PAGE 664

RECORDED
BOOK 357 PAGE 664
DATE April 29 1971
KING CRAWFORD CLERK

STATE OF GEORGIA)
: W A R R A N T
COUNTY OF CLARKE)

THIS INDENTURE, Made and entered into this 8 day of February, 1971, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized and existing under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

W I T N E S S E T H :

That the Party of the First Part, for and in consideration of the property herein described being used by the City of Athens for the purpose of creating a park and place of recreation in said City, does hereby grant, bargain, and convey to the Party of the Second Part, its successors and assigns, the following described property, to-wit:

All that tract or parcel of land, lying and being in the City of Athens, Clarke County, Georgia, containing 2.435 acres net, and being more particularly described as follows:

Beginning at a point at the center of the intersection of existing Jackson Street and existing Strong Street and running thence along the center line of Jackson Street north 14 degrees 44 minutes west 222.1 feet to an iron pin; running thence north 26 degrees 44 minutes east 149.5 feet to an iron pin; running thence south 60 degrees 8 minutes east 225 feet to an iron pin situated on the westerly side of proposed Dougherty Street; running thence along the right of way of said proposed Dougherty Street south 29 degrees 52 minutes west 248.1 feet to an iron pin; running thence in a southwesterly direction to an iron pin, which said iron pin is situated south 39 degrees 37 minutes west 257 feet chord distance from the last mentioned iron pin; running thence south 49 degrees 22 minutes west 31 feet to an iron pin; running thence in a southwesterly direction to an iron pin on the east side of College Avenue, said iron pin being situated south 55 degrees 27 minutes west 161.3 feet chord distance from the last mentioned iron pin; running thence along the easterly side of College Avenue north 17 degrees 12 minutes west 220.2 feet to an iron pin situated in the center of Strong Street; running thence north 75 degrees 28 minutes west 312.5 feet to the beginning point and iron pin.

FORTSON, BENTLY & GRIFFIN
ATTORNEYS AT LAW
401 AGU MUTUAL BLDG.
P. O. BOX 1744
Athens, Ga. 30601

2.435 ac,
Parcel 20
@ Plat
(13-126)

The above described property is identified as "Reuse Parcel No, 20" according to a plat by Ben McLeroy and Associates, dated December 16, 1970, entitled "Survey for City of Athens Urban Renewal Project R-51", reference being made to said plat for a more detailed description of the property herein conveyed.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964, and approved October 6, 1964, said Plan being recorded in Deed Book 275, page 238, in the Office of the Clerk, Superior Court of Clarke County, Georgia.

Expired
9/1/1984

The City of Athens in taking under this instrument and in accepting this deed, agrees that said property shall be set apart, designated, treated and maintained by the governing authorities of said City as a public park and place of recreation until the year 1984, at which time there will be no further requirement that this property has to be used for park and recreational purposes.

The Party of the Second Part further covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to time.

FORTSON,
BENTLEY &
GRIFFIN
ATTORNEYS AT LAW
401 GOO MUTUAL BLDG.
P. O. BOX 1744
Athens, Ga. 30601

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Mayor and Council of the City of Athens, Urban Renewal Department, has caused thes presents to be signed by the Mayor and its Clerk of Council and affixed its seal hereto the day and year first above mentioned.

MAYOR AND COUNCIL OF THE CITY OF ATHENS, Urban Renewal Department

Julian F. Bishop
Mayor

A. D. Smith
Clerk

Signed, sealed and delivered
in the presence of:

Peggy L. Hamblin

Pauline D. Tiller
Notary Public, Georgia at Large.

My commission expires

Notary Public, Clarke County, Georgia
My Commission Expires May 20, 1971

For recording of Plat, see Plat Book 13, Page 126

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 SOU. MUTUAL BLDG.
P. O. BOX 1744
Athens, Ga. 30601

380-929
RTV

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY GA.
Dec 10 9 20 AM '73
RECORDED
BOOK 320 PAGE 228
DATE 12-10-73
KING CRAWFORD CLERK

STATE OF GEORGIA

COUNTY OF CLARKE

THIS INDENTURE, made and entered into this 19 day of Sept, 1973, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

WITNESSETH: That the Party of the First Part for and in consideration of the sum of TEN THOUSAND FIVE HUNDRED THIRTY AND 62/100 ($10,530.62) DOLLARS and other valuable consideration to it in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situate in the City of Athens, lying and being in the County of Clarke in the State of Georgia, and being more particularly described as follows:

1.934 ac, Tract B

See unrecorded plat @ Plat Packet

All that tract or parcel of land lying and being in Athens, Clarke County, Georgia situated on the southerly side of the Seaboard Coastline Railroad Co. containing 1.934 acres and being more particularly shown on that certain plat by Ben McLeroy & Associates, dated March 3, 1971, as revised November 12, 1971, entitled "Survey for City of Athens Urban Renewal Project R-51 Reuse Parcels Nos. 22 and 23". The property herein described being identified on said plat as "Parcel B 1.934 acres" reference being made to said plat for a more detailed descirption of the property herein described.

This property is conveyed subject to a ten ft. screen easement as shown on the aforesaid plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

PORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 DOU MUTUAL BLDG
P. O. BOX 1049
Athens, Ga. 30601

BOOK 380 PAGE 929

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964, and approved October 6, 1964, said plan being recorded in Deed Book 275, page 238, in the Office of the Clark, Superior Court, Clarke County, Georgia.

Expired 9/1/1984

The Party of the Second Part covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to the time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, has caused these presents to be signed by the MAYOR AND CLERK OF COUNCIL and affixed its seal hereto the day and year first above written.

MAYOR AND COUNCIL OF THE CITY OF ATHENS,
URBAN RENEWAL DEPARTMENT

Julian L. Bishop
Mayor

Lamar C. Faulkner
Clerk

Signed, sealed and delivered in the presence of:

Wayne C. Hull

Pauline S. Hull
Notary Public, Clarke Co., Ga.

BOOK 380 PAGE 320

STATE OF GEORGIA

COUNTY OF CLARKE

THIS INDENTURE, Made and entered into this 24th day of May, 1972, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

WITNESSETH: That the Party of the First Part, for and in consideration of the sum of THIRTY - SIX THOUSAND SIX HUNDRED TWENTY-NINE AND NO/100 ($36,629.00) DOLLARS and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situated in the City of Athens, lying and being in the County of Clarke in the State of Georgia, and being more particularly described as follows:

All that tract or parcel of land lying and being in the City of Athens, Clarke County, Georgia, on the East side of State Street, containing 6.727 acres and being identified as Parcel A on that certain plat by Ben McLeroy & Associates dated March 3, 1971 as revised November 12, 1971, entitled "City of Athens Urban Renewal, Project R-51, Reuse Parcels Nos. 22 and 23" and said plat being attached hereto and made a part of the deed for a more detailed description of the property herein described.

6.727 ac, Parcel A

See unrecorded plat @ Plat Packet

This property is conveyed subject to that certain utility easement and screen easement as shown on the aforesaid plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal

Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964 and approved October 6, 1964, said plan being recorded in Deed Book 275, page 238 in the Office of the Clerk, Superior Court, Clarke County, Georgia.

Expired 9/1/1984

The Party of the Second Part covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use of occupancy of the land conveyed herein, said covenant to have no limitation as to the time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, THE MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, has caused these presents to be signed by the MAYOR AND CLERK OF COUNCIL and affixed its seal hereto the day and year first above written.

MAYOR AND COUNCIL OF THE CITY OF ATHENS,
URBAN RENEWAL DEPARTMENT

Edwin L. Bishop
MAYOR

A D Smith
CLERK

Signed, sealed and delivered
in the presence of:

Joseph Davis

Pauline S. Tribble
Notary Public, Georgia at Large.

Notary Public, Clarke County, Georgia
My commission expires [illegible]

BOOK 371 PAGE 39

373-86
RTV

STATE OF GEORGIA

COUNTY OF CLARKE

373
Oct. 11, 86.
1972

THIS INDENTURE, Made and entered into this 22nd day of February, 1972, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the Second Part,

WITNESSETH; That the Party of the First Part, for and in consideration of the sum of NINETY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-THREE AND 11/100 ($97,583.11) DOLLARS and other valuable considerations to it in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situate in the City of Athens, lying and being in the County of Clarke in the State of Georgia, and being more particularly described as follows:

All that tract or parcel of land lying and being in the City of Athens, Clarke County, Georgia, containing 2.435 acres and being situate on the Northwesterly side of Proposed Dougherty Street Relocation and being identified as Reuse Parcel No. 20 according to the plat by Ben McLeroy & Associates dated December 16, 1970 entitled "Survey for City of Athens Urban Renewal, Project R-51 Reuse Parcel No. 20", said plat being attached hereto and made a part of the description by reference thereto.

2.435 ac, Parcel 20 @ Plat (13-126)

This property is conveyed subject to that certain utility easement and screen easement as shown on the aforesaid plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in fee simple.

BOOK 373 PAGE 86

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
ATHENS MUTUAL BLDG.
P. O. BOX 1744
ATHENS, GA. 30601

Expired
9/1/1984

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal Area, Project No. Ga. R-51 dated August, 1964 and approved October 6, 1964, said plan being recorded in Deed Book 275, page 238, in the Office of the Clerk, Superior Court, Clarke County, Georgia.

The Party of the Second Part convenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to the time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT, has caused these presents to be signed by the MAYOR AND CLERK OF COUNCIL and affixed its seal hereto the day and year first above written.

MAYOR AND COUNCIL OF THE CITY OF ATHENS, URBAN RENEWAL DEPARTMENT

Julian H. Bishop
MAYOR

C D Smith
CLERK

Signed, sealed and delivered in the presence of:

Peggy L. Hinton

Notary Public, Georgia at Large.

BOOK 373 PAGE 86

TORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
ATLANTA, GEORGIA
30303

355-409
RTV

1.985 ac, follow these calls along with Plat(13-152)

This 1.985 ac conveys a portion of the metes and bounds of subject according to the most current tax assessor map. Said portion was never conveyed by Clarke County School District of record and therefore remains vested in said entity. Please inquire.

FILED IN OFFICE
CLERK SUPERIOR COURT
CLARKE COUNTY, GA.

JUN 11 4 52 PM '71

RECORDED
BOOK 355 PAGE 409
DATE June 11, 1971
CLARKE COUNTY CLERK

STATE OF GEORGIA)
(W A R R A N T Y D E E D
COUNTY OF CLARKE)

THIS INDENTURE, Made and entered into this 19 day of May, 1971, by and between the MAYOR AND COUNCIL OF THE CITY OF ATHENS, a municipal corporation organized and existing under and by virtue of the laws of the State of Georgia, hereinafter referred to as Party of the First Part, and CLARKE COUNTY SCHOOL DISTRICT of Clarke County, Georgia, hereinafter referred to as Party of the Second Part,

W I T N E S S E T H :

That the Party of the First Part, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATIONS, to it in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, that certain tract of land situate in the City of Athens lying and being in the County of Clarke in the State of Georgia, more particularly described as follows:

Beginning at an iron pin on the east side of College Avenue, said iron pin being 137.5 feet southeast of the intersection of College Avenue and Hoyt Street, and running thence along said College Avenue south 17 degrees 07 minutes east 195 feet to an iron pin; running thence north 73 degrees 29 minutes east 319.1 feet to an iron pin; running thence north 26 degrees 44 minutes east 149.5 feet to an iron pin; running thence north 60 degrees 08 minutes west 103.8 feet to an iron pin; running thence north 14 degrees 37 minutes west 197.8 feet to an iron pin on the south side of Hoyt Street; running thence along said Hoyt Street south 65 degrees 44 minutes west 50.7 feet to an iron pin; running thence south 14 degrees 37 minutes east 150 feet to an iron pin; running thence south 65 degrees 44 minutes west 120 feet to an iron pin; running thence south 69 degrees 16 minutes west 185.6 feet to the beginning point and iron pin.

The above described property contains 1.985 acres and is more particularly shown on a plat by Ben

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 SOU MUTUAL BLDG.
P O BOX 1744
Athens, Ga. 30601

BOOK 355 PAGE 409

McLeroy and Associates dated May 7, 1971, entitled "Survey for City of Athens - Urban Renewal Authority", the property herein described being identified on said plat as "Parcel 19", reference being made to said plat for a more detailed description of the property herein conveyed.

This property is conveyed subject to the proposed right of way of Hoyt Street as shown on said plat and is also conveyed subject to a 20-foot utility easement as shown on said plat.

TO HAVE AND TO HOLD the said land, with all and singular the rights, members and appurtenances to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns in fee simple.

This conveyance is made subject to the covenants running with the land set forth and particularized in the Urban Renewal Plan for the College Avenue Urban Renewal AReа, Project No. Ga. R-51 dated August, 1964 and approved October 6, 1964, said Plan being recorded in Deed Book 275, page 238 in the Office of the Clerk, Superior Court, Clarke County, Georgia.

The Party of the Second Part further covenants for itself, its successors and assigns, that the land conveyed herein shall be devoted to the uses specified in the said Urban Renewal Plan, as the same may be amended from time to time upon agreement of the parties hereto, until September 1, 1984.

The Party of the Second Part further covenants for itself, its successors and assigns, not to discriminate on the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the land conveyed herein, said covenant to have no limitation as to time.

It is intended and agreed that the covenants herein shall be covenants running with the land and shall be binding for the benefit of the community and be enforceable by the Party of the First Part.

Expired 9/1/1984

FORTSON, BENTLEY & GRIFFIN
ATTORNEYS AT LAW
401 SOU. MUTUAL BLDG.
P. O. BOX 1344
Athens, Ga. 30601

The Party of the First Part, for itself and assigns, will warrant and forever defend the right and title to the land herein unto the Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Mayor and Council of the City of Athens has caused these presents to be signed by the Mayor and its Clerk of Council and affixed its seal hereto the day and year first above mentioned.

MAYOR AND COUNCIL OF THE
CITY OF ATHENS

Mayor

Clerk

Signed, sealed and delivered
in the presence of:

Notary Public, Georgia at Large.

My commission expires: 3 13 75

(SEAL)

For recording of Plat, see Plat Book 12, Page 157

FORTSON,
BENTLEY &
GRIFFIN
ATTORNEYS AT LAW
401 GOU MUTUAL BLDG.
P. O. BOX 1746
Athens, Ga. 30601

BLOCK	PARCEL	AREA TO BE ACQUIRED	REMARKS	AREA REMAINING	ORIGINAL PROPERTY OWNER	EASEMENT AREA CONSTRUCTION	EASEMENT AREA DRIVEWAY
21	5	492		21,608	PETE PETROPOL	267 Sq.Ft.	
23	1	221		8,679	PRESBYTERIAN CHURCH	116	
24	2				BERTRAM S. BOLEY		
20	2	5,895		8,305	MRS. LAURA CARITHERS	620	
20	4	50		5,400	EUGENE ALEWINE et al.	132	
20	5	498		2,402	MRS. MARJORIE MATTHEWS	1,127	
20	6	3,544		56	NO. GA. PROD. CREDIT CORP.	56	
20	7	2,432		1,168	R. W. WELCH	508	
20	8	6,880		520	DORIS E. MOSEMAN		500 Sq.Ft.
20	9	3,482		18	T. H. PORTERFIELD	18	
20	10	2,317		5,383	MRS. MATTIE LEE HUFF	412	
19	1	2,350		2,650	WALTER SAMS		
19	3	812	New Parcel "W"	5,488	DONALD G. JOEL	390	150
19	4	9,568	New Parcel "W"	3,332	DONALD G. JOEL	258	1210
19	6	6,008	New Parcel "W"	42	DONALD G. JOEL	42	
19	7	3,238	New Parcel "W"	3,912	DONALD G. JOEL	627	600
19	8	10	New Parcel "W"	6,040	DONALD G. JOEL		638
19	12	4,050		10,700	ARKANSAS FUEL CO.		
19	13	3,772		4,578	MRS. AUBIE ROBERTSON		
14	1	12,500			M. R. HUFF		
14	2	5,054		46	JESSIE MAE & SARAH B. TOLBERT	46	
14	3	2,678		3,722	MRS. ALLIE MAE SWINDLE	1,469	
14	4	12		7,088	PAUL WAYNE ROBERTSON	596	
~~14~~	~~5~~		New Parcel "T"		A. B. GRIFFITH		
14	6	1,660		8,840	ANDREW CHALEVES	544	
14	7	6,684	New Parcel "T"	2,116	A. B. GRIFFITH	1,175	
14	8	8,700	New Parcel "U"	600	S. T. ALEWINE	575	
14	9	3,215	New Parcel "U"	1,785	S. T. ALEWINE	1,064	
14	10	5,204		896	MRS. H. G. BEARD	796	
8	12	1,892		27,608	BENSON'S BAKERY	1,746	

CURVE DATA
P.I. Sta 17+83.77
Δ = 25°20'Lt.
D = 7°00'
T = 183.96'
Lc = 361.90'

CURVE DATA
P.I. Sta 21+33.23
Δ = 19°29'Lt.
D = 7°00'
T = 140.52'
Lc = 278.33'

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
3	GA.	U-014-1 (4) & Loop		2	4

REVISION

DATE	REMARKS
May 15, 1968	Added Easement Area Taken & Militia District
May 15, 1968	Added names of Original Property Owners
May 15, 1968	Added Parcel "B"

Sta. 15+00
Begin U-014-1(4) & Loop
Phase I

PRESBYTERIAN CHURCH TRUSTEES

Parcel "B" to be acquired as separate transaction

T = 0.005 Ac.
RR = 0.199 Ac.±
Constr. Easement Area = 116 Sq. Ft.
Sta. 17+43.2 on Survey ℄ =
Sta. 0+00.0 on College Avenue

FOREST HEIGHTS DEVELOPMENT CO.

Parcel "A" to be acquired as separate transaction.

T = 0.002 Ac
RR = 0.227 Ac.±
Constr. Easement Area = 237 Sq. Ft.

Sta 25+60 ℕ Survey ℄ =
Sta 26+75.54 Thomas St. Const. ℄

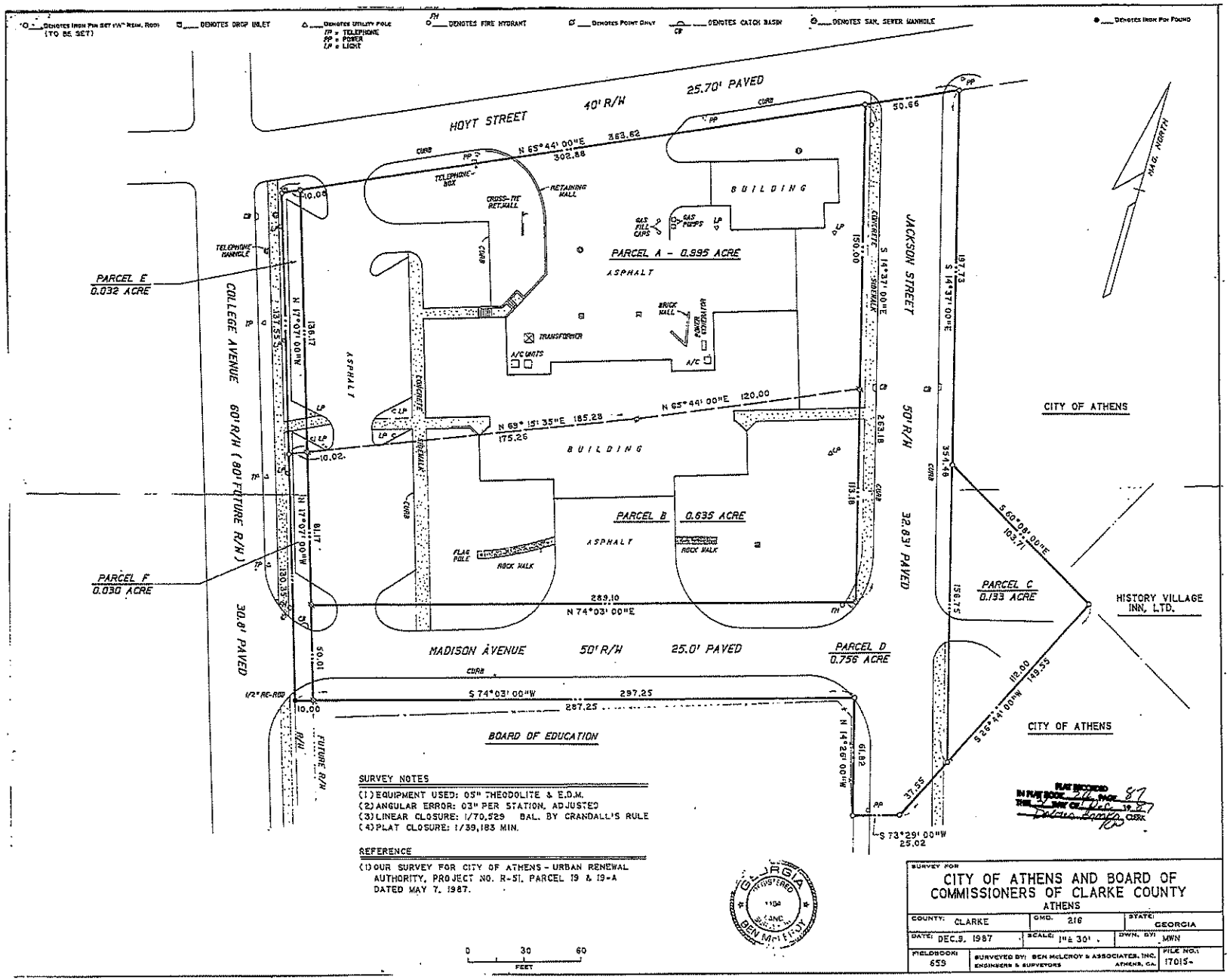
Sta 27+39.4 ℕ Survey ℄ =
Sta 27+61.6 on Spur Survey ℄

CURVE DATA
P.I. Sta. 25+00.0 (Const. ℄)
Δ = 45°00'Lt.
D = 16°00'
T = 148.80'
Lc = 281.25'

STATE HIGHWAY DEPT OF GEORGIA
RIGHT OF WAY MAP
PROJECT: U-014-1(4) & Loop
CLARKE COUNTY
DATE: APRIL 10, 1968

Plat(24-87)

87



SURVEY NOTES

(1) EQUIPMENT USED: 05" THEODOLITE & E.D.M.
(2) ANGULAR ERROR: 03" PER STATION, ADJUSTED
(3) LINEAR CLOSURE: 1/70,529 BAL. BY CRANDALL'S RULE
(4) PLAT CLOSURE: 1/39,183 MIN.

REFERENCE

(1) OUR SURVEY FOR CITY OF ATHENS - URBAN RENEWAL AUTHORITY, PROJECT NO. R-51, PARCEL 19 & 19-A DATED MAY 7, 1987.

0 30 60
FEET

PLAT RECORDED IN PLAT BOOK 24 PAGE 87
THIS 9 DAY OF Dec 1987
Barbara Sanders CLERK

SURVEY FOR
CITY OF ATHENS AND BOARD OF COMMISSIONERS OF CLARKE COUNTY
ATHENS

COUNTY: CLARKE	GMD. 216	STATE: GEORGIA	
DATE: DEC. 9, 1987	SCALE: 1" = 30'	DWN. BY: MWN	
FIELDBOOK: 659	SURVEYED BY: BEN McCLEROY & ASSOCIATES, INC. ENGINEERS & SURVEYORS ATHENS, GA.	FILE NO.: 17015-	

SCHEDULE B-II ITEMS

(c) — (c) Easement from Athens History Village, Ltd. to Georgia Power Company, dated May 10, 1974, filed for record July 31, 1974 at 9:58 a.m., recorded in Deed Book 384, Page 884, Records of Clarke County, Georgia.
NOT SHOWN, IT IS A BLANKET EASEMENT

(d) — (d) Easement for Right-of-Way from Athens History Village to Georgia Power Company, a corporation, dated August 15, 1974, filed for record October 26, 1974 at 9:30 a.m., recorded in Deed Book 385, Page 777, aforesaid Records.
THE LOCATION OF THIS ITEM CANNOT BE DETERMINED FROM THE INFORMATION PROVIDED IN THE RECORD DOCUMENT. (POLE NO. 38 UNKNOWN AT THE TIME OF SURVEY)

(e) — (e) Cable Service Bulk Billing Agreement by and between Robin Media Group, Inc., d/b/a Charter Communications and Foundry Partners, LLC, dated as of July 19, 2001, filed for record November 26, 2001 at 10:32 a.m., recorded in Deed Book 2113, Page 154, aforesaid Records.
NOT SHOWN, IT IS A BLANKET EASEMENT

(f) — (f) [INTENTIONALLY OMITTED]

(g) — (g) [INTENTIONALLY OMITTED]

(h) — (h) [INTENTIONALLY OMITTED]

SITE PICTURE



VICINITY MAP

NOT TO SCALE



LAND AREA

165,491 SQUARE FEET±

3.799 ACRES±

PARKING SPACES

REGULAR= 143 HANDICAP= 10

TOTAL= 153

ZONING DATA

THE SURVEYED PROPERTY IS ZONED "C-D" - COMMERCIAL DOWNTOWN DISTRICT, ATHENS-CLARKE COUNTY, GEORGIA.

MINIMUM FRONT YARD SETBACK: NONE
MINIMUM SIDE YARD SETBACK: NONE
MINIMUM REAR YARD SETBACK: NOT SPECIFIED
MAXIMUM STREET SETBACK, DOUGHERTY STREET: 30 FEET, 50% WALL PERCENTAGE
MINIMUM PARKING SETBACK, DOUGHERTY STREET: 10 FEET

HEIGHT RESTRICTIONS: 100 FEET

MAXIMUM LOT COVERAGE: 100%

PARKING FORMULA: 1 SPACE PER GUESTROOM; 1X122=122

PARKING REQUIRED: 122 TOTAL PARKING SPACES

THE ZONING INFORMATION SHOWN ABOVE WAS OBTAINED FROM PARTNER ENGINEERING & SCIENCE, INC. ZONING REPORT DATED JUNE 05, 2024, PROJECT NO. 24-450467.2, PURSUANT TO ITEM 6a & 6b OF TABLE A.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X UNSHADED OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 130040, MAP NUMBER 13059C0025F & 13059C0026F WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 15, 2022 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. AS SHOWN ON THE FEMA WEBSITE (HTTP://MSC.FEMA.GOV) BY FIRMETTE CREATED ON APRIL 25, 2024. WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. AND A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SIGNIFICANT OBSERVATIONS

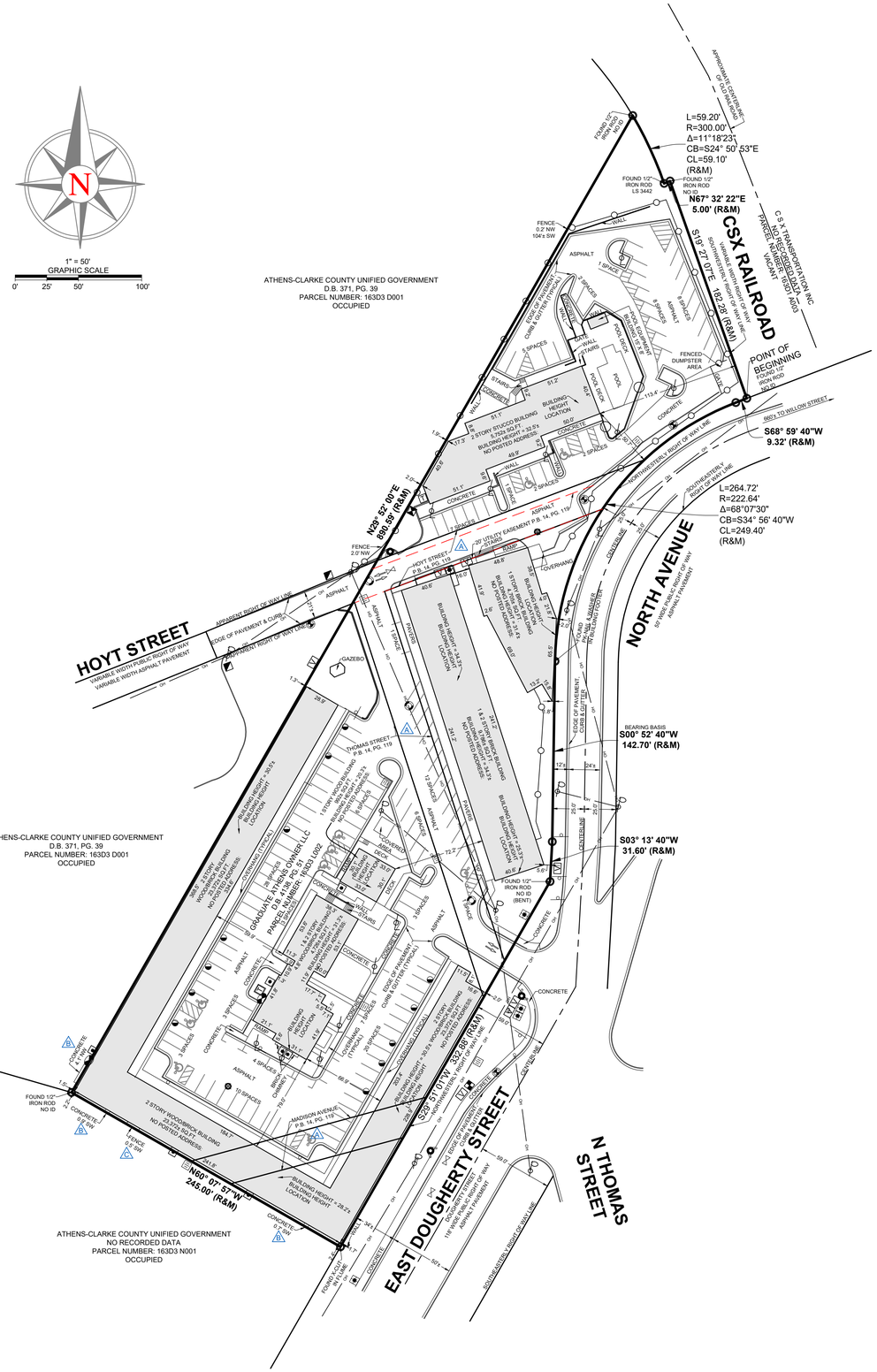
A — MULTIPLE STREETS RIGHT OF WAYS LIE WITHIN SURVEY PROPERTY PER P.B. 14, PG. 119 WITH NO VACATING INFORMATION.

B — MULTIPLE CONCRETE PADS LIES OVER THE SOUTHWEST AND SOUTHEAST CORNER OF THE PROPERTY

C — FENCE LIE OVER THE SOUTHWEST PROPERTY PROPERTY LINE

LEGEND

- LIGHT POLE
- POWER POLE (WITH ARMS)
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC VAULT
- TRANSFORMER
- AIR CONDITIONER UNIT
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE BOX
- MITERED END SECTION
- STORM DRAIN MANHOLE
- STORM DRAIN INLET
- STORM PIPE
- SET OR FOUND 5/8" IRON ROD & CAP NVS L.B. 7388 UNLESS OTHERWISE NOTED
- SIGNAL LIGHT
- TRAFFIC SIGNAL BOX
- SIGNAL LIGHT POLE
- VAULT
- SIGN (AS NOTED)
- TOWER
- MONITORING WELL
- FLAG POLE
- WATER VALVE
- FIRE HYDRANT
- SIAMESE FIRE HYDRANT
- WATER MANHOLE
- BACKFLOW PREVENTER
- WATER METER
- WELL HEAD
- POINT OF ACCESS
- SANITARY MANHOLE
- CLEAN OUT
- GREASE TRAP
- GAS MANHOLE
- GAS VALVE
- GAS METER
- HANDICAPPED PARKING
- ELECTRIC VEHICLE PARKING
- BENCHMARK
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- (P) PLAT
- PG PAGE
- O.R. OFFICIAL RECORDS
- P.B. PLAT BOOK
- G.D.O.T. GEORGIA DEPARTMENT OF TRANSPORTATION



RECORD DESCRIPTION

All that tract or parcel of land lying and being in the GMD 216, City of Athens, Clarke County, Georgia containing 3.7992 acres (185,403 sq. ft.) more or less and being more particularly described as follows:

Beginning at a 1/2" rebar found at the intersection of the northwesterly right of way of North Avenue (50 foot right of way) and the southwesterly right of way of the CSX Railroad (right of way varies), and proceeding thence along said northwesterly right of way of North Avenue, South 68 degrees 59 minutes 40 seconds West a distance of 9.32 feet to point; thence continuing along said right of way, along an arc of a curve to the left a radius of 222.64 feet an arc distance of 264.72 feet (said arc being subtended by a chord with a bearing of South 34 degrees 56 minutes 40 seconds West and a chord distance of 249.40 feet) to a point; thence continuing along said right of way South 00 degrees 52 minutes 40 seconds West a distance of 142.70 feet to a point; thence continuing along said right of way South 03 degrees 13 minutes 40 seconds West a distance of 31.60 feet to a 1/2" rebar found at the intersection of the aforementioned right of way and the northwesterly right of way line of Dougherty Street (118 foot right of way), and proceeding thence running along said right of way
of Dougherty Street, South 29 degrees 51 minutes 01 second West a distance of 332.88 feet to a 1/2" rebar found, and proceeding thence running and leaving said right of way of Dougherty Street, North 60 degrees 07 minutes 57 seconds West a distance of 245.00 feet to a 1/2" inch rebar found; thence North 29 degrees 52 minutes 00 seconds East a distance of 890.59 feet to a 1/2"inch rebar found located on the aforementioned southwesterly right of way of CSX Railroad (right of way varies); thence running along said CSX Railroad right of way along an arc of a curve to the right of a radius of 300.00 feet an arc distance of 59.20 feet (said arc being subtended by a chord with a bearing of South 24 degrees 50 minutes 53 seconds East a chord distance of 59.10 feet) to a point; thence continuing along said right of way North 67 degrees 32 minutes 22 seconds East a distance of 5.00 feet to a 1/2" rebar found; thence continuing along said right of way South 19 degrees 27 minutes 07 seconds East a distance of 182.28 feet to a 1/2" rebar found, said rebar being the POINT OF BEGINNING.

The above tract of land being more particularly shown on and described according to a Boundary Survey of Foundry Park Inn & Spa prepared for Foundry Partners, LLC, Bank of North Georgia and Chicago Title Insurance Company, dated February 10, 2004, last revised February 27, 2004, prepared by Robbins Land Surveying, Inc. under the seal and certification of Kenneth S. Robbins, Georgia Registered Land Surveyor No. 2778, said tract containing 3.7992 acres +/- according to said survey, which said survey is by this reference incorporated herein and made part hereof.

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 2-42901(M) (R2). WITH AN EFFECTIVE DATE OF JUNE 03, 2024 AT 5:00 P.M.

GENERAL SURVEY NOTES

1. SURVEY PREPARED BY: THE SURVEY WAS PREPARED BY BOCK AND CLARK CORPORATION FIRM REGISTRATION NUMBER LSF001204, A WHOLLY OWNED SUBSIDIARY OF NV5, 12467 TELECOM DRIVE, TAMPA, FL 33637.
2. PHONE (800) 787-8397 OR EMAIL MIKE.VUKODER@NV5.COM.
3. NO POSTED ADDRESS LOCATED ON THE SURVEYED PROPERTY OR CONTAINED IN THE RECORD DOCUMENTS PROVIDED.
4. AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, BUILDING ADDITIONS.
5. AT THE TIME OF SURVEY, THE SURVEYOR WAS UNAWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.
6. THE SURVEYED PROPERTY HAS DIRECT ACCESS TO EAST DOUGHERTY STREET, A 118 FOOT WIDE DEDICATED PUBLIC RIGHT-OF-WAY, TO NORTH AVENUE, A 50 FOOT WIDE DEDICATED PUBLIC RIGHT-OF-WAY AND TO HOYT STREET, A VARIABLE WIDTH DEDICATED PUBLIC RIGHT-OF-WAY, AS SHOWN HEREON.
7. OWNERSHIP OF FENCES, IF ANY, WAS NOT DETERMINED UNDER THE SCOPE OF THIS SURVEY.
9. THERE ARE NO GAPS, GORES, OVERLAPS OR HIATUS INHERENT TO THE SURVEYED PROPERTY BASED ON THE FIELD SURVEY PERFORMED AND THE TITLE COMMITMENTS PROVIDED. THE SURVEYED PROPERTY IS CONTIGUOUS WITH THE ADJOINING RIGHT OF WAYS WITH NO GAPS, GORES, OVERLAPS OR HIATUS.
10. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH AVENUE, CLARKE COUNTY, GEORGIA TO BEAR S 00° 52' 40" W, AS SHOWN HEREON.
11. THIS SURVEY IS NOT INTENDED FOR CONSTRUCTION OR CONSTRUCTION DESIGN PURPOSES.
12. THIS SURVEY CONFORMS TO THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.AUTHORITY O.C.G.A
13. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 304,295 FEET.
14. TRIMBLE R-12, VRN NETWORK EQUIPMENT WAS USED IN WEST ZONE AND 83/99 DATUM TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THE MAP OR PLAT.
15. CALCULATED SQUARE FOOTAGE OF THE BUILDING DOES NOT ACCOUNT FOR THE THICKNESS OF WALLS AND INTERIOR FRAMING AND IS NOT TO BE USED FOR THE INTERIOR SQUARE FOOTAGE CALCULATION.
16. THE TERM "CERTIFICATION" AS USED IN RULE 180-6-.09 AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED
17. SURVEYOR NOT LIABLE FOR UTILITIES OBSTRUCTED OR COVERED FROM VIEW.
18. THIS SURVEY IS BASED UPON THE TITLE COMMITMENT REFERENCED HEREON. THE SURVEYOR IS NOT RESPONSIBLE FOR DOCUMENTS OF RECORD NOT INCLUDED IN THE COMMITMENT PROVIDED.
19. ENTRY INTO SANITARY AND STORM STRUCTURES REQUIRES A CONFINED SPACE PERMIT WHICH IS NOT INCLUDED IN THE SCOPE OF WORK.
20. AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A BURIAL GROUND OR CEMETERY.
21. BUILDING HEIGHT IS THE ARCHITECTURAL HEIGHT TAKEN AT THE LOCATION SPECIFIED HEREON.
22. ONLY VISIBLE ABOVE GROUND EVIDENCE OF IMPROVEMENTS AND UTILITIES WERE LOCATED BY SURVEYOR. UNDERGROUND UTILITIES SHOWN HEREON PER RECORD INFORMATION.
23. SURVEY PREPARED BY BLEW & ASSOCIATES, P.A., DATED NO DATE LISTED, PROJECT NUMBER 23-65498.1 WAS USED IN THE PREPARATION OF THIS SURVEY.
24. THE RECORD DESCRIPTION FORMS A MATHEMATICALLY CLOSED FIGURE.
25. AT THE TIME OF THE SURVEYOR'S FIELD WORK AT THE SUBJECT PROPERTY THE SURVEYOR OBSERVED NO SUBSTANTIAL AREAS OF REFUSE.

GRS PROJECT NO. / JOB NO. 24-685I15.1 5202402282
SCALE: 1" = 50'
DRAWN BY: SS
APPROVED BY: BS

DATE	REVISION HISTORY
05/16/2024	FIRST DRAFT
05/24/2024	COMMENTS
06/06/2024	COMMENTS / CERT
06/12/2024	COMMENTS / REV TITLE / SIGN / SEAL

ALTA/NSPS LAND TITLE SURVEY

GRADUATE ATHENS

295 EAST DOUGHERTY STREET

CLARKE COUNTY ATHENS, GEORGIA, 30601

To: Mallory & Evans Development, LLC; Athens Hotel Partners, LLC, a Georgia limited liability company; AFF V East Dougherty, LP, a Delaware limited partnership, together with its successors and/or assigns; TRED, LLC; First American Title Insurance Company; and GRS Group, an NV5 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, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17 and 19 of Table A thereof. The fieldwork was completed on MAY 14, 2024.

GEORGIA REGISTERED ROBERT L. STUBBS JR. LAND SURVEYOR

ROBERT L. STUBBS, JR.
REGISTRATION NO. LS003221
IN THE STATE OF GEORGIA
DATE OF FIELD SURVEY: MAY 14, 2024
DATE OF LAST REVISION: JUNE 12, 2024
SURVEY PREPARED BY: THE SURVEY WAS PREPARED BY BOCK AND CLARK CORPORATION FIRM REGISTRATION NUMBER LSF001204, A WHOLLY OWNED SUBSIDIARY OF NV5, 12467 TELECOM DRIVE, TAMPA, FL 33637. PHONE (800) 787-8397 OR EMAIL MIKE.VUKODER@NV5.COM.

DATED 2024 - USE OF THIS DOCUMENT'S FORMAT IS PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT & PERMISSION BY GRS GROUP AN N|V|5 COMPANY

SURVEY COORDINATED BY:

GRS GROUP AN N|V|5 COMPANY
300 SPECTRUM CENTER DRIVE, SUITE 145, IRVINE, CALIFORNIA 92618 | FIELDSURVEYORS@GRS-GLOBAL.COM | PHONE: 330-776-1167

Attachment #14 - Work Session Presentation



295 E Dougherty
Mayor & Commission Public Workshop
12/9/2025 12:00PM

CORE SPACES

TABLE OF CONTENTS

SECTION 1 – CONTEXT (5 MIN)

WHO IS CORE?
CORE HISTORY WITH SITE
PRIOR PROPOSALS FOR BUTTERFLY LOT
SEWER CAPACITY
PROJECT CONCEPTION / IGA

SECTION 2 – PROPOSED DEVELOPMENT AGREEMENT (10 MIN)

STRUCTURE OF AGREEMENT
LAND SWAP
CORE PROJECT
PUBLIC PARKING DECK
SUMMARY OF PUBLIC BENEFITS

SECTION 3 – FREQUENTLY ASKED QUESTIONS (5 MIN)

SECTION 4 – ADDITIONAL COMMUNITY INPUT (5 MIN)

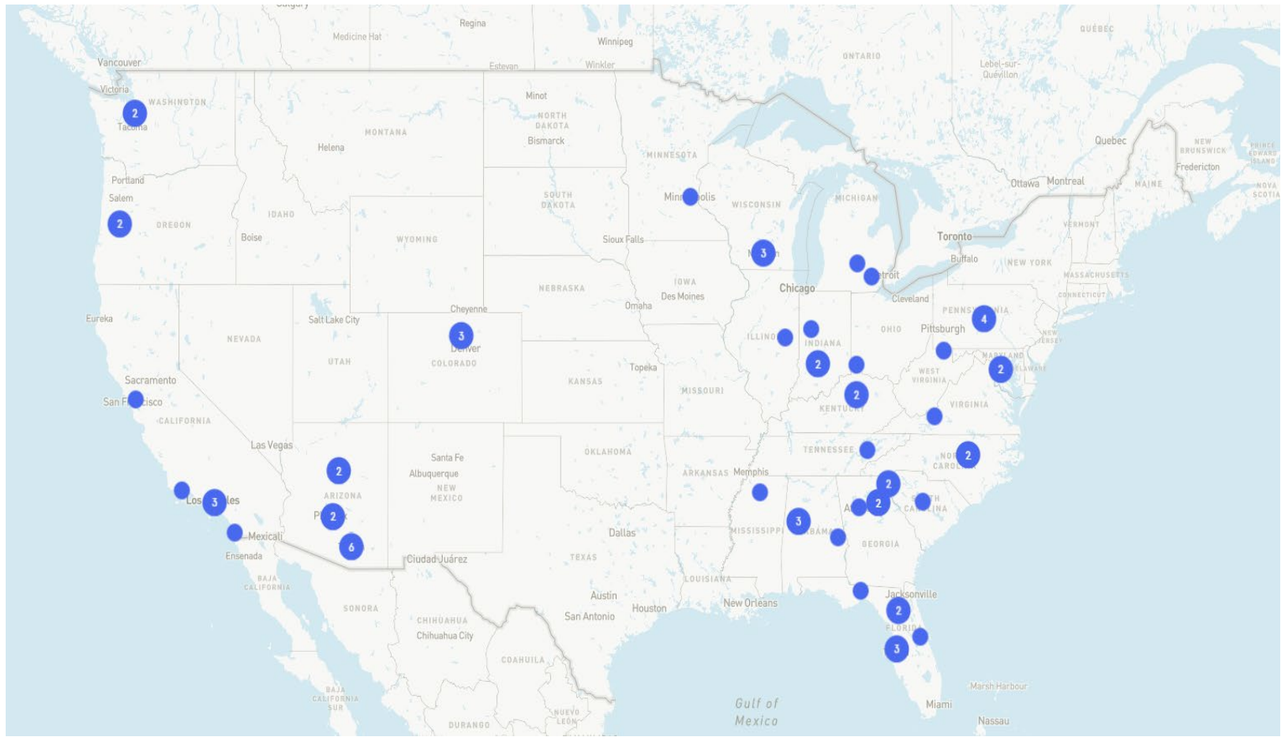
SECTION 5 – QUESTIONS & DISCUSSION

CONTEXT

WHO IS CORE?

Core Spaces is a national developer and owner of housing in university-anchored markets.

Core owns over 50,000 beds across the country in over 90 projects **– including the Hub at 155 Mitchell, Newberry Apartments, and Rive**. Core is a **long-term owner** and manages its own properties.

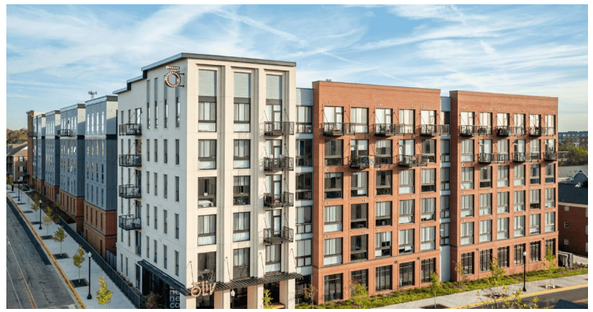




HUB ATHENS | 2025 | 163 UNITS



HUB KNOXVILLE | 2025 | 500 UNITS



OLIV AUBURN | 2021 | 337 UNITS



HUB TUSCALOOSA | 2018 | 178 UNITS



HUB ATLANTA | 2023 | 305 UNITS



HUB BLOOMINGTON | 2025 | 170 UNITS

CONTEXT

CORE'S HISTORY WITH THE SITE

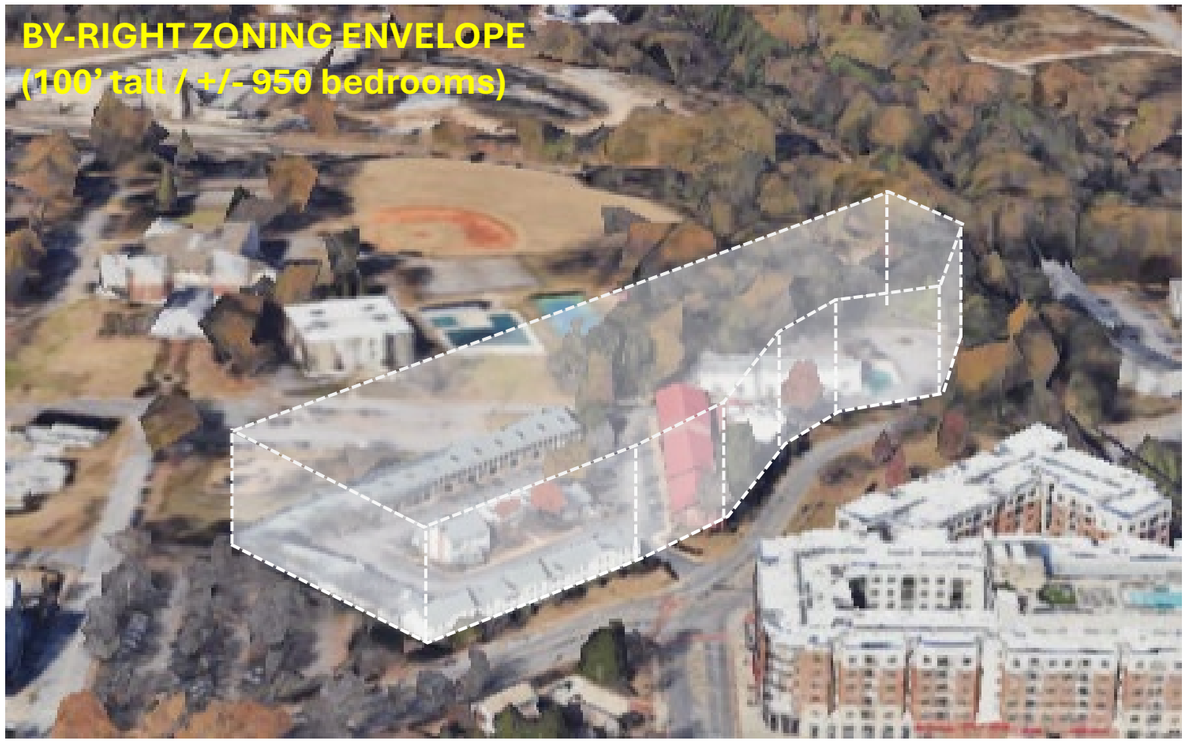
TIMELINE

MAY 2023 – *Core in initial discussions to acquire the Graduate Hotel. Core's intent was to proceed with a by-right project (see image). The hotel was amid a broader, brand level transaction, and these conversations about a one-off sale to Core eventually stall and go on-ice.*

JUNE 2024 – *Mallory & Evans purchases the hotel*

SEPT 2024 – *Core executes a purchase agreement with Mallory & Evans for the rebranded Hotel Abacus. As part of this agreement, Mallory & Evans has a right to invest in Core's project – but Core makes all major decisions.*





CONTEXT

PRIOR PROPOSALS FOR THE BUTTERFLY LOTS

Multiple prior proposals, including the North Downtown Master Plan and an IGA from 2020 have contemplated the construction of 7-story buildings on the butterfly lot

BUILDING 6	
Retail at Street	8,000–10,000 SF
Artistic Lofts at Street	4–6
Parking Garage:	500–600 SPS

BUILDING 7	
Community Rom at Street	5,000–6,000 SF
Artistic Lofts at Street	4–6
Housing Units Above	120–135
Parking Podium Garage:	200–250 SPS



Exhibit from Master Plan

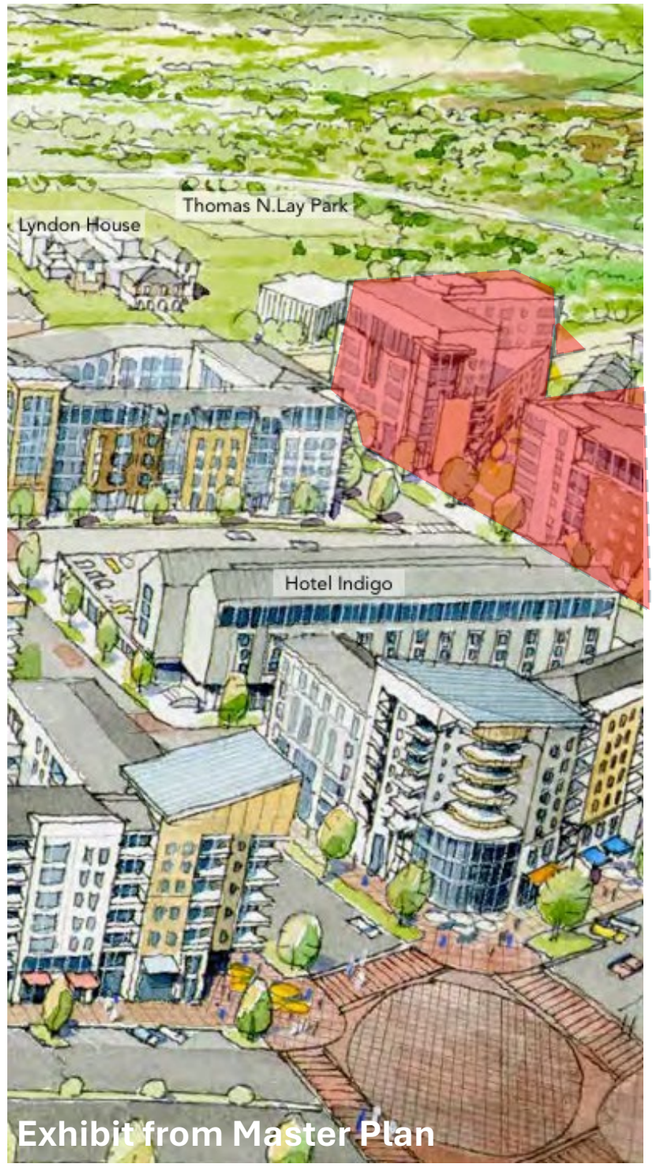


Exhibit from Master Plan



Exhibit from 2020 IGA

CORE SPACES

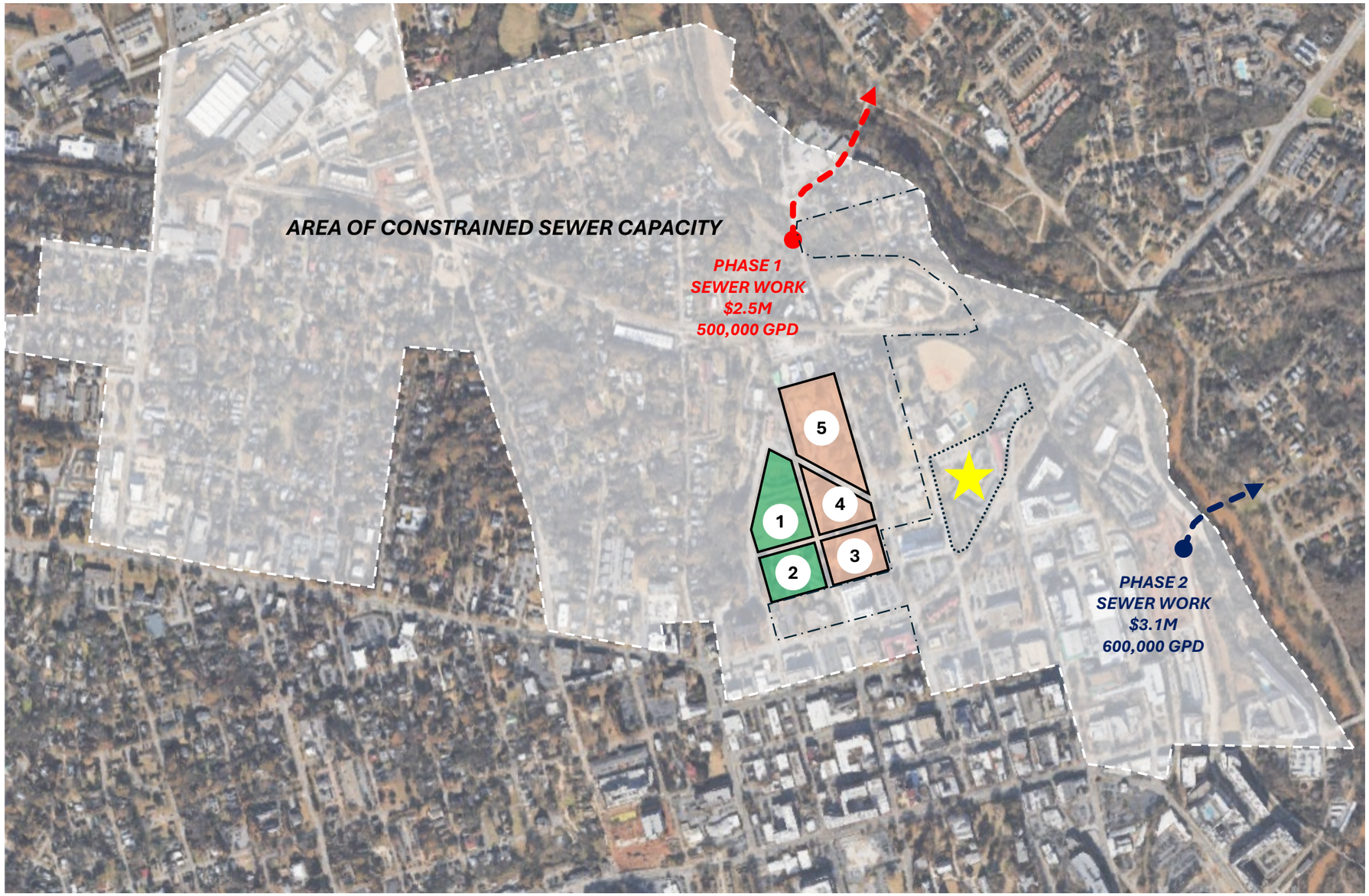
CONTEXT

DOWNTOWN ATHENS SEWER CAPACITY

Bethel Homes P1 and P2
266 affordable units
(with sewer service)

Bethel Homes P3, P4 and P5
425-530 affordable units
(there is NOT adequate sewer capacity to serve these projects until Phase 1 sewer work is complete)

Core Project Location



CORE SPACES

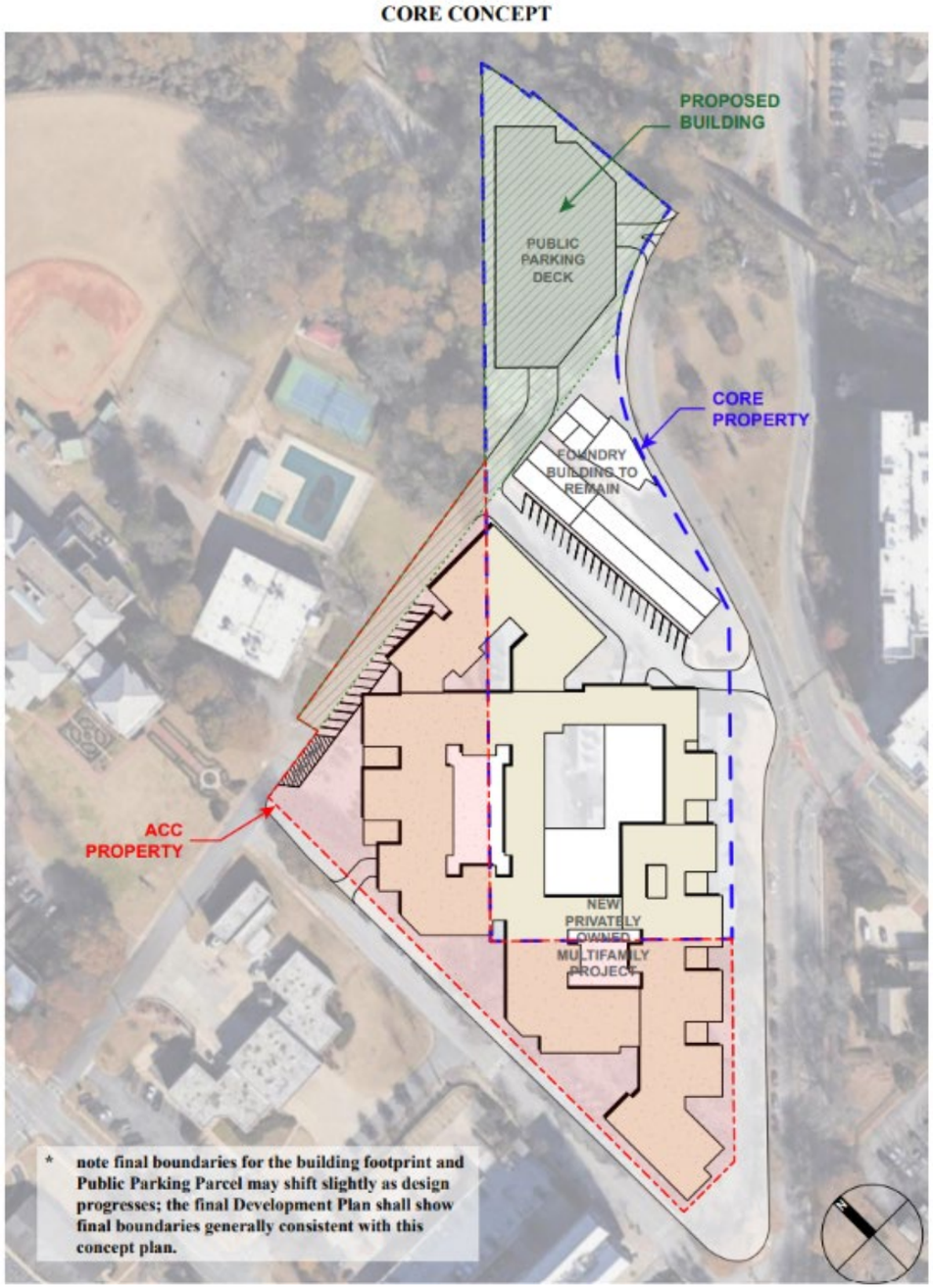
CONTEXT

PROJECT CONCEPT, SEWER MOU, AND IGA

HIGH LEVEL POINTS OF IGA

ADDA is approved to negotiate an agreement wherein:

- **The Butterfly Lot is swapped with the portion of property under Core's control**
- **The Core will build project consistent with CD zoning and the "Core Concept" and a Public Parking Deck with at least 350 spaces**
- **The ADDA will reimburse Core for the number of spaces over 200.**
- **Core will pay the in-lieu fee per the inclusionary zoning ordinance; those funds will be used in specific census tracts**
- **Core will construct ADA compliant pedestrian connections from the public parking deck to the intersection of North & Dougherty**
- **Core will relocate the Hoyt House to a location approved by ACC**
- **Core will relocate the playground to a location approved by ACC**
- **Core will grant a historic façade easement to protect the Foundry building**
- **Core shall grant an artistic mural easement for no less than 1,000 sf of wall area on the Core Project**
- **TAD funds generated by the project will be used east of the Oconee River**



CONTEXT

PROJECT CONCEPT, SEWER MOU, AND IGA

TIMELINE

NOV 2024 – *Core reaches out to the ADDA and Melissa Link for an initial discussion about a project that could achieve many of the goals of the North Downtown Athens Master Plan, save the Foundry building, create more public parking, and help activate the future Jackson Street Art Walk*

JAN 2025 – *Follow up meeting with ADDA*

FEB 2025 – *Follow up meeting with ADDA*

MARCH 2025 – *Public presentation to ADDA*

MAY 2025 – *IGA / MOU appears at Mayor & Commission Agenda Setting*

JUNE 2025 – *One public input session at the Foundry Building, the IGA/MOU passes Mayor & Commission*

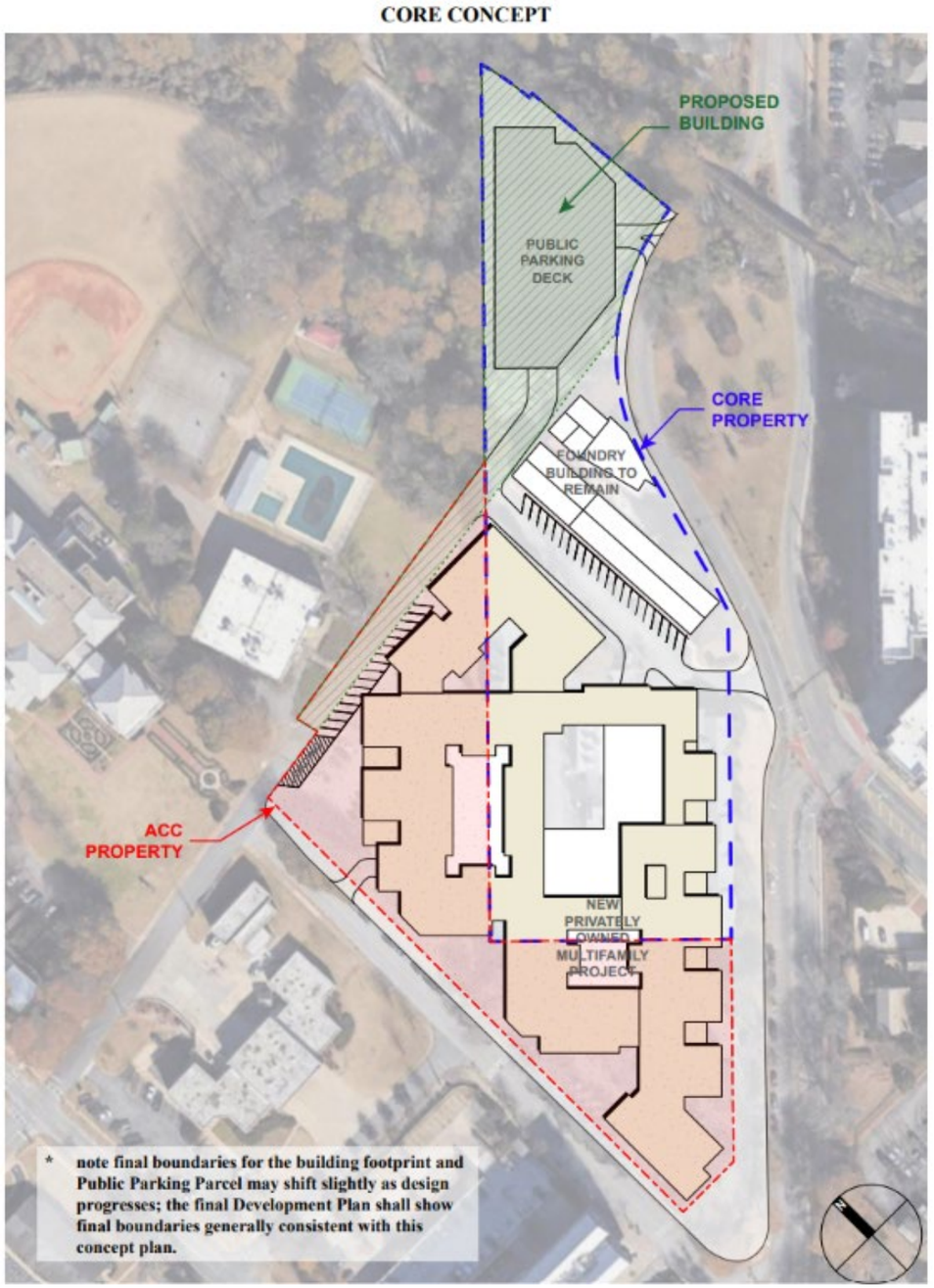
JULY 2025 – *Start drafting Development Agreement*

AUG 2025 – *Two public input sessions are held at the Foundry building*

SEPT 2025 – *Complete drafting Development Agreement*

OCT 2025 – *Development Agreement appears at Mayor & Commission Agenda Setting. One public input session at the Foundry Building*

NOV 2025 - *Mayor & Commission votes to hold a Public Work Session on 12/9/2025*



PROPOSED DEVELOPMENT AGREEMENT

STRUCTURE OF DOCUMENT

DEVELOPMENT AGREEMENT, INCLUDING EXHIBITS
439 PGS

DEVELOPMENT AGREEMENT
26 PGS

EXHIBITS
413 PGS

- DRAWINGS (28 PGS)
- PARCEL APPRAISALS (126 PGS)
- PLATS / DEEDS / EASEMENT DOCS (91 PGS)
- FORM CONTRACTS (66 PGS)
- OTHER (102 PGS)

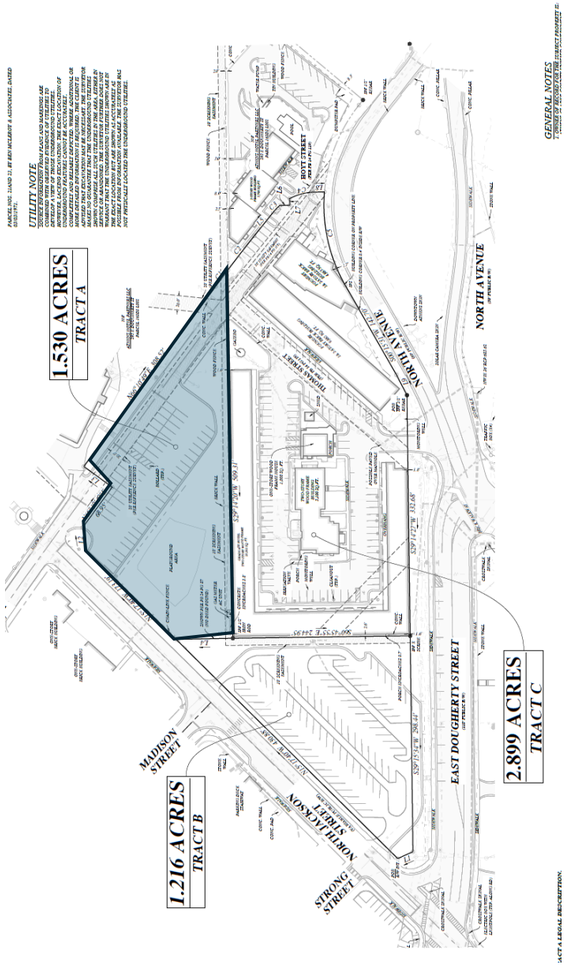
ARTICLE 1 – BACKGROUND
ARTICLE 2 – LAND SWAP
ARTICLE 3 – CORE PROJECT
ARTICLE 4 – PUBLIC PARKING DECK
ARTICLE 5 – OFFSITE WORK (*i.e. sewer*)
ARTICLE 6 – EXPIRATION / TERMINATION
ARTICLE 7 – CASUALTY / CONDEMNATION
ARTICLE 8 - MISCELLANEOUS

PROPOSED DEVELOPMENT AGREEMENT

SECTION 2 – LAND SWAP

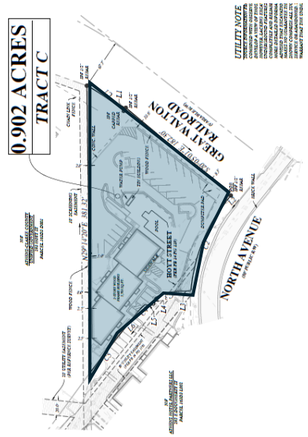
SECTION 2.1
ACC PARCEL SUBDIVISION

- ACC preapproves subdivision
- to be finalized in 30 days



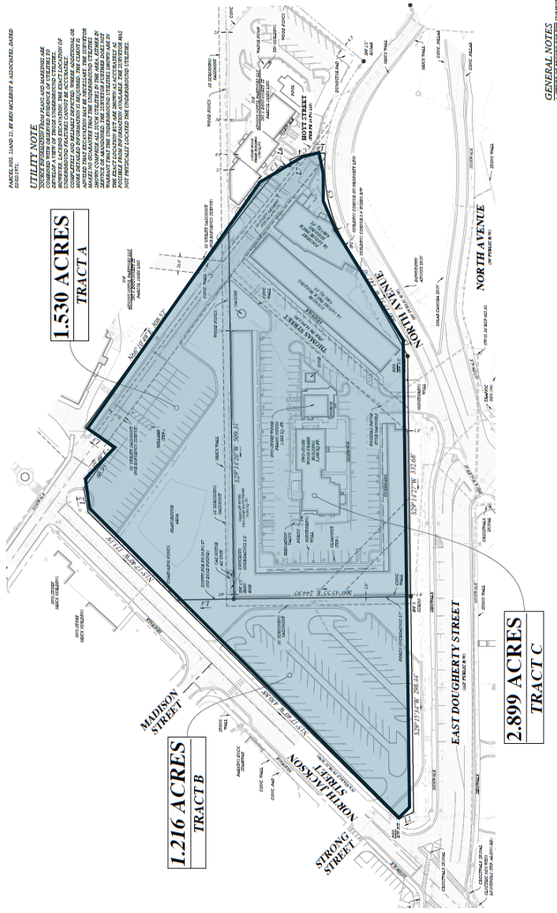
SECTION 2.2
PARKING PARCEL SUBDIVISION

- ACC preapproves subdivision
- to be finalized in 90 days



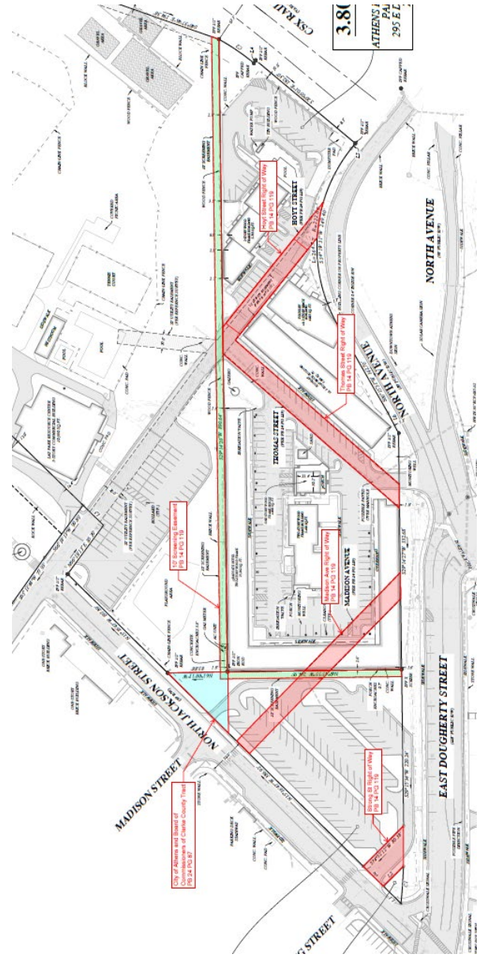
SECTION 2.3
CORE PROJECT RECOMBINATION

- ACC preapproves combination
- to be finalized at closing of the parcel swap



SECTION 2.4
ACC PROPERTY TO ADDA

- ACC to cure title defects and transfer to ADDA



CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SECTION 2 – LAND SWAP

SECTION 2.5 - FORM OF DEED FOR ACC PROPERTY TRANSFER

SECTION 2.6 - FORM OF DEED FOR PARKING DECK PROPERTY TRANSFER

SECTION 2.7 – REZONING ACC PROPERTY

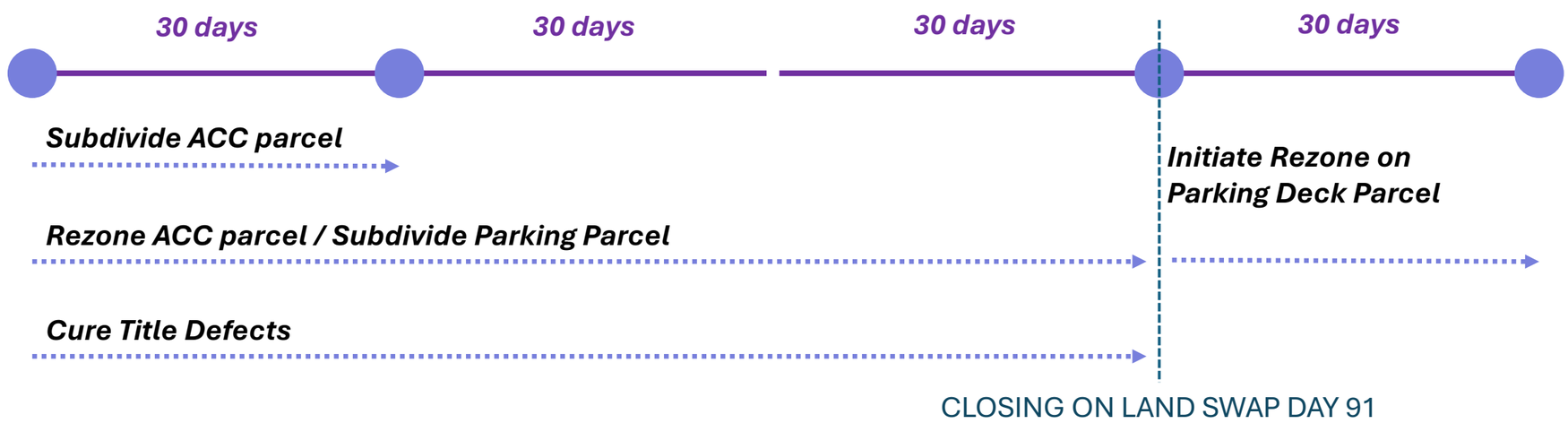
- Needs to occur before closing and is a condition to close on the swap

SECTION 2.8 – REZONING PARKING DECK PROPERTY TO "G"

- ACC to initiate within 30 days after closing

SECTION 2.9 – CLOSING OF THE LAND SWAP

- To occur 91 days after approval of the development agreement

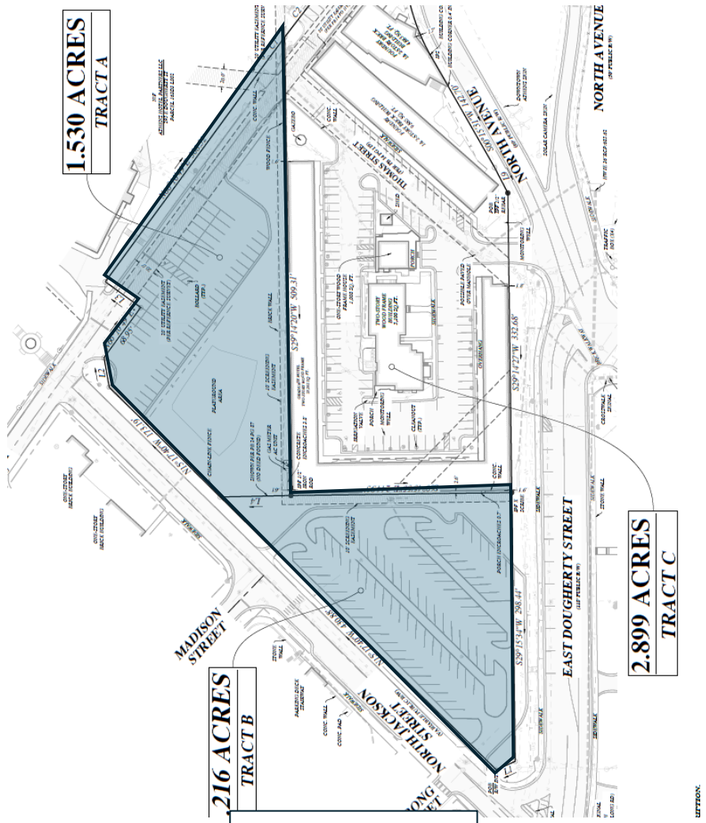


PROPOSED DEVELOPMENT AGREEMENT

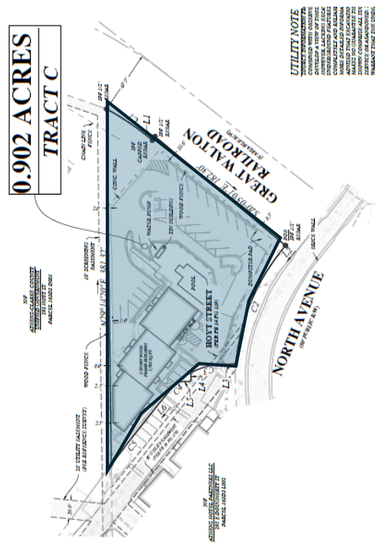
SECTION 2 – LAND SWAP

SECTION 2.10 – ESCROW PAYMENT

- Core to post $4.7M construction escrow at the closing
- Ensures contemporaneous and equal exchange of value



APPRAISED
$6,500,000



APPRAISED
$1,800,000

ACC PROPERTY = PARKING DECK PARCEL + $4,700,000

CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

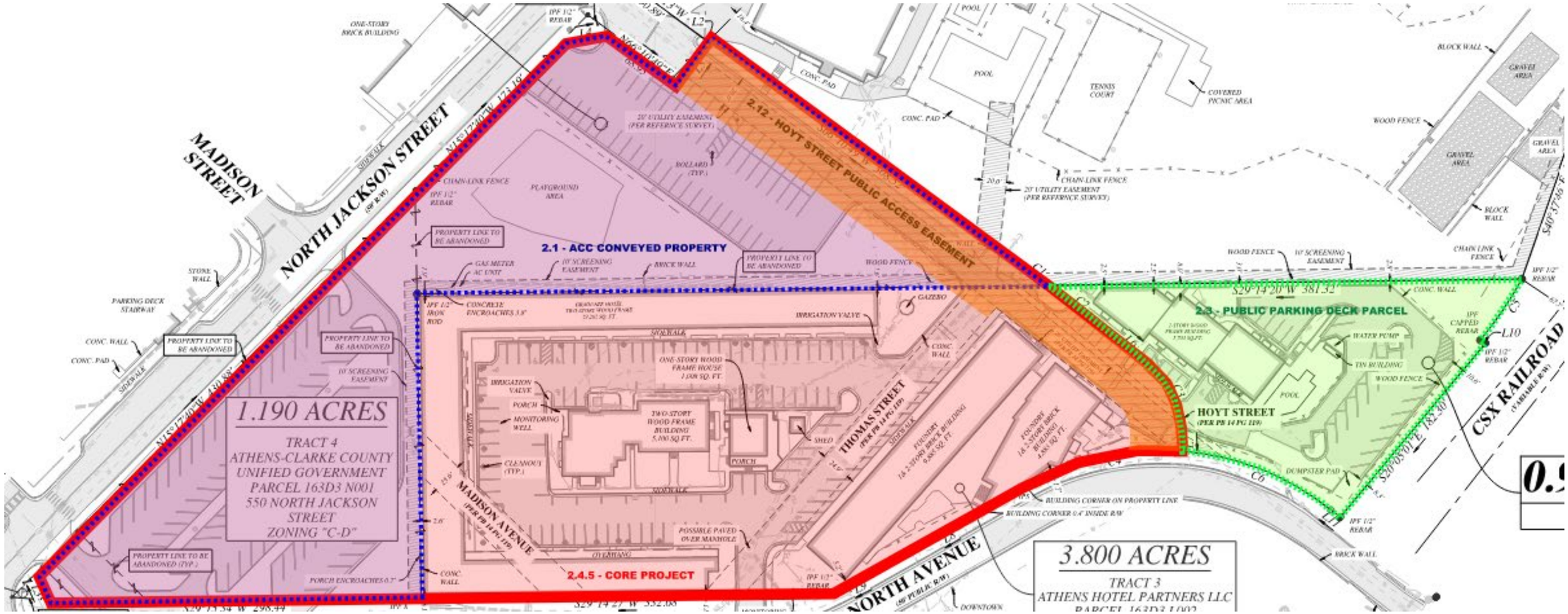
SECTION 2 – LAND SWAP

SECTION 2.11 – CONDITIONS TO CLOSE

- Include subdivision, rezoning of ACC property, and cure of title issues

SECTION 2.12 – HOYT STREET EASEMENT AND OPTION TO PURCHASE

- Ensures public access along Hoyt and right of ownership for ACC if such ownership is desired



CORE SPACES

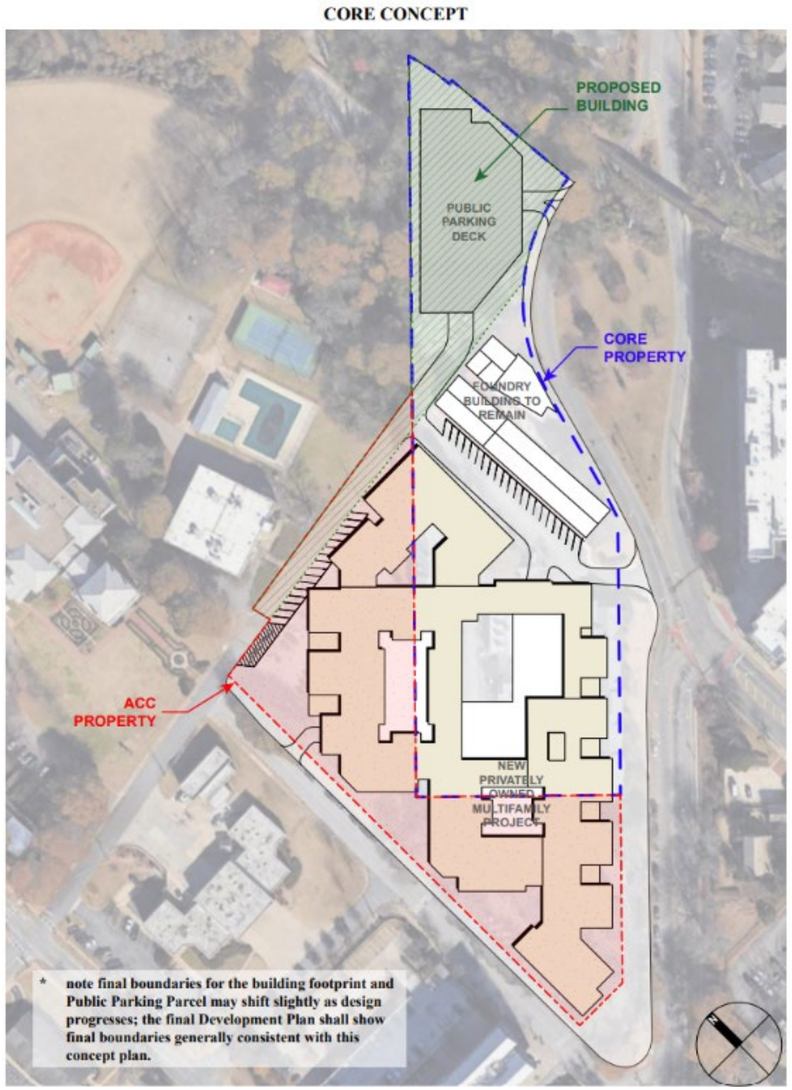
PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

SECTION 3.1 – CORE PROJECT

SECTION 3.2 – CORE PROJECT PLANS

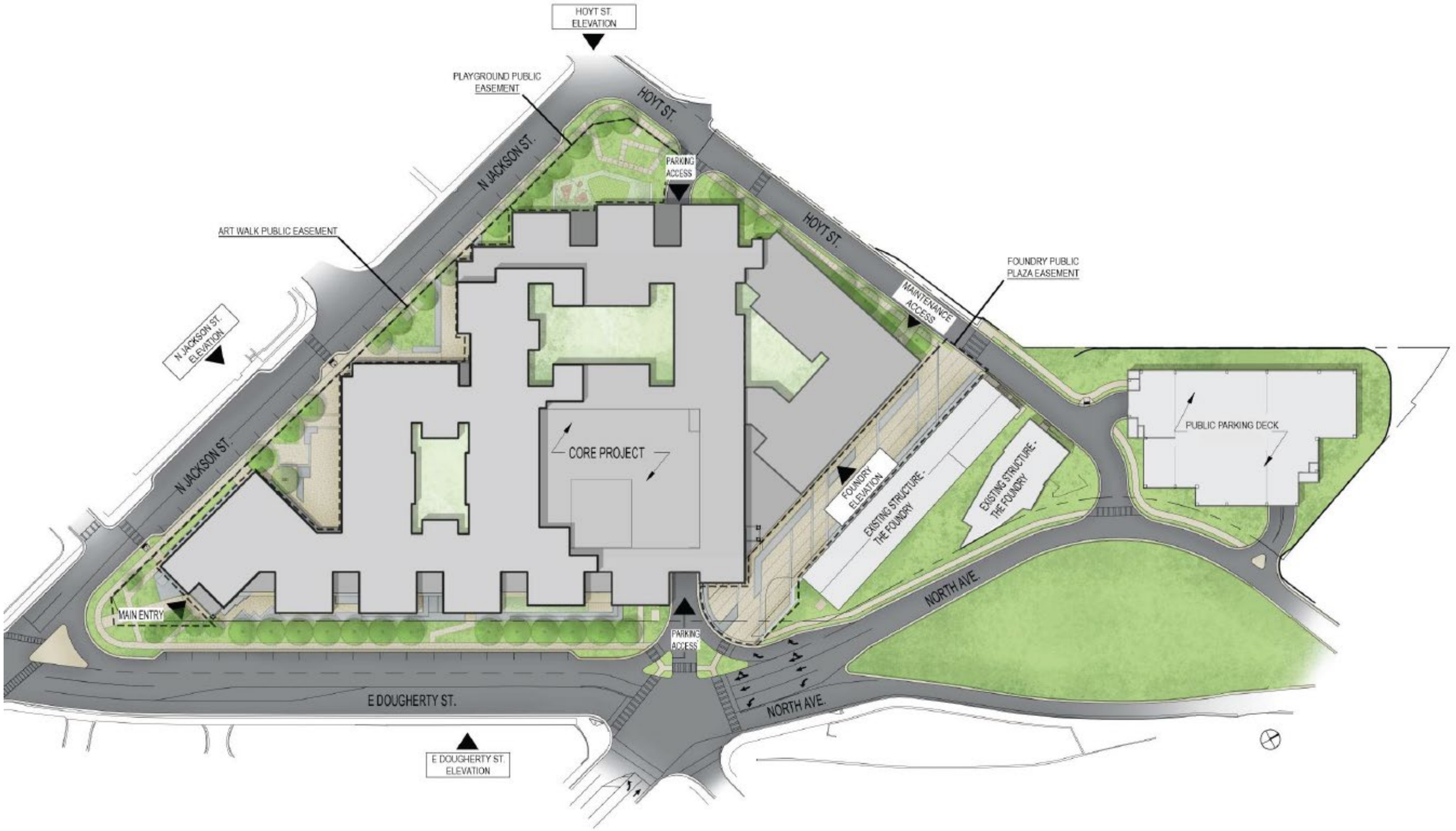
- Note Certificate of Occupancy for Core Project to be held until the delivery of the Public Parking Deck.





PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT PLANS



SITE PLAN

CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT PLANS



PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT PLANS





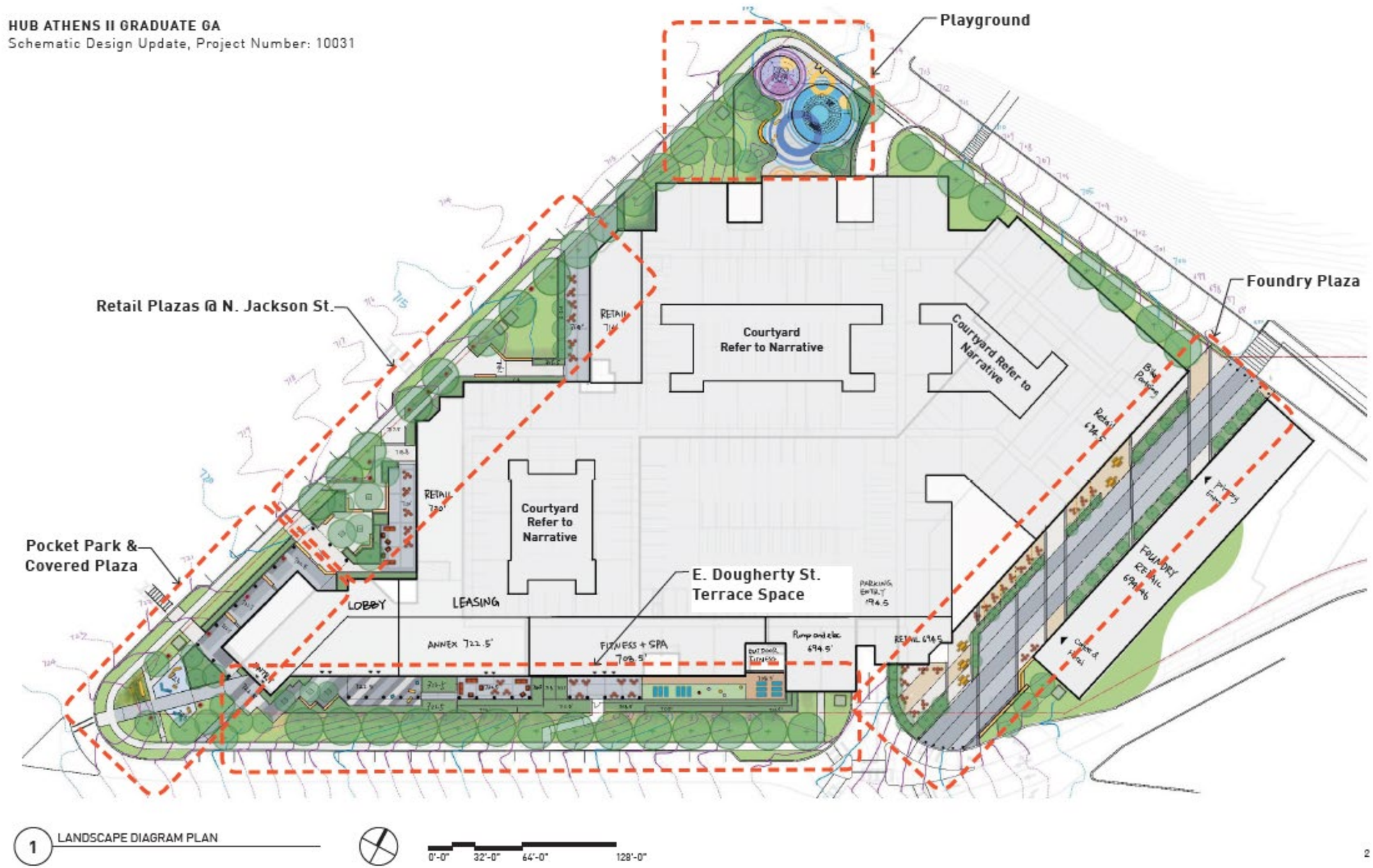




CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT



PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

HUB ATHENS II GRADUATE GA
Schematic Design Update, Project Number: 10031

FOUNDRY PLAZA



LEGEND:

1. Knock-Down Bollard
2. Specialty Paver - Fire Truck Rated
3. Specialty Paver - Pedestrian Rated
4. Raised Planter
5. Catenary Lighting
6. At-grade Planter
7. Movable Table and Chairs
8. Terraced Seating








1 FOUNDRY PLAZA PLAN

0'-0" 24'-0" 48'-0" 60'-0"

3

CORE SPACES

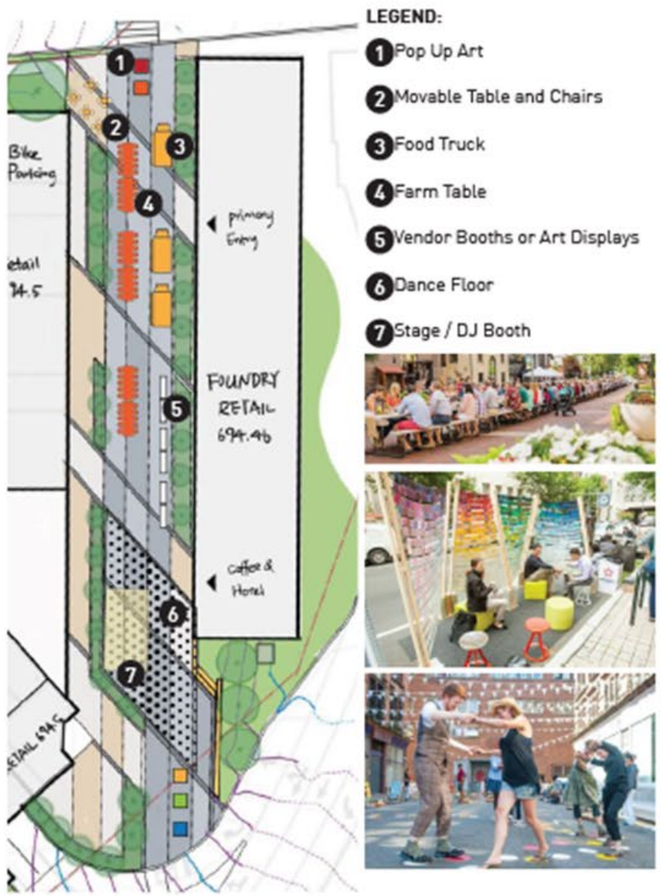
PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

HUB ATHENS II GRADUATE GA
Schematic Design Update, Project Number: 10031



WEEKEND FARMERS MARKET



POP-UP CULTURAL/ART EVENT OR FOUNDRY EVENT



COMMUNITY GAME/SPORTS DAY

PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

HUB ATHENS II GRADUATE GA
Schematic Design Update, Project Number: 10031

RETAIL PLAZAS @ N JACKSON ST.



LEGEND:

1. Pedestrian Sidewalk + Street Parking
2. Landscape Buffer
3. Art Installation Pedestal
4. Terraced Seating
5. Trees in Greates
6. Retail Outdoor Seating
7. Built-in Seating
8. Stairs
9. Sloped Walkway





1 RETAIL PLAZA @ JACKSON ST PLAN

0'-0" 24'-0" 48'-0" 60'-0"

7

CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

HUB ATHENS II GRADUATE GA
Schematic Design Update, Project Number: 10031

PLAYGROUND



LEGEND:

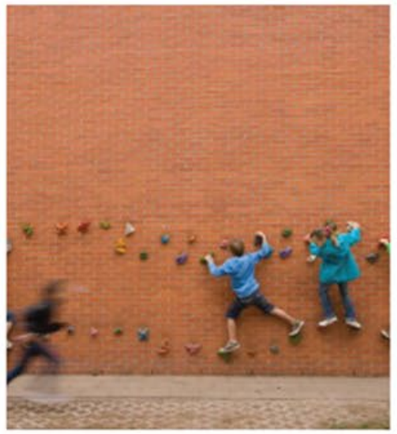
1. Pedestrian Sidewalk
2. Fence With Gate
3. 2-5 Sculptural Play
4. 5-12 Sculptural Play (Kompan-Mega Frisbee)
5. Seating Areas
6. Landscape Mounds
7. Paint Graphic
8. Wall Games













1 PLAYGROUND PLAN

0'-0" 16'-0" 32'-0" 64'-0"

8

CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

SECTION 3.3 – INCLUSIONARY ZONING

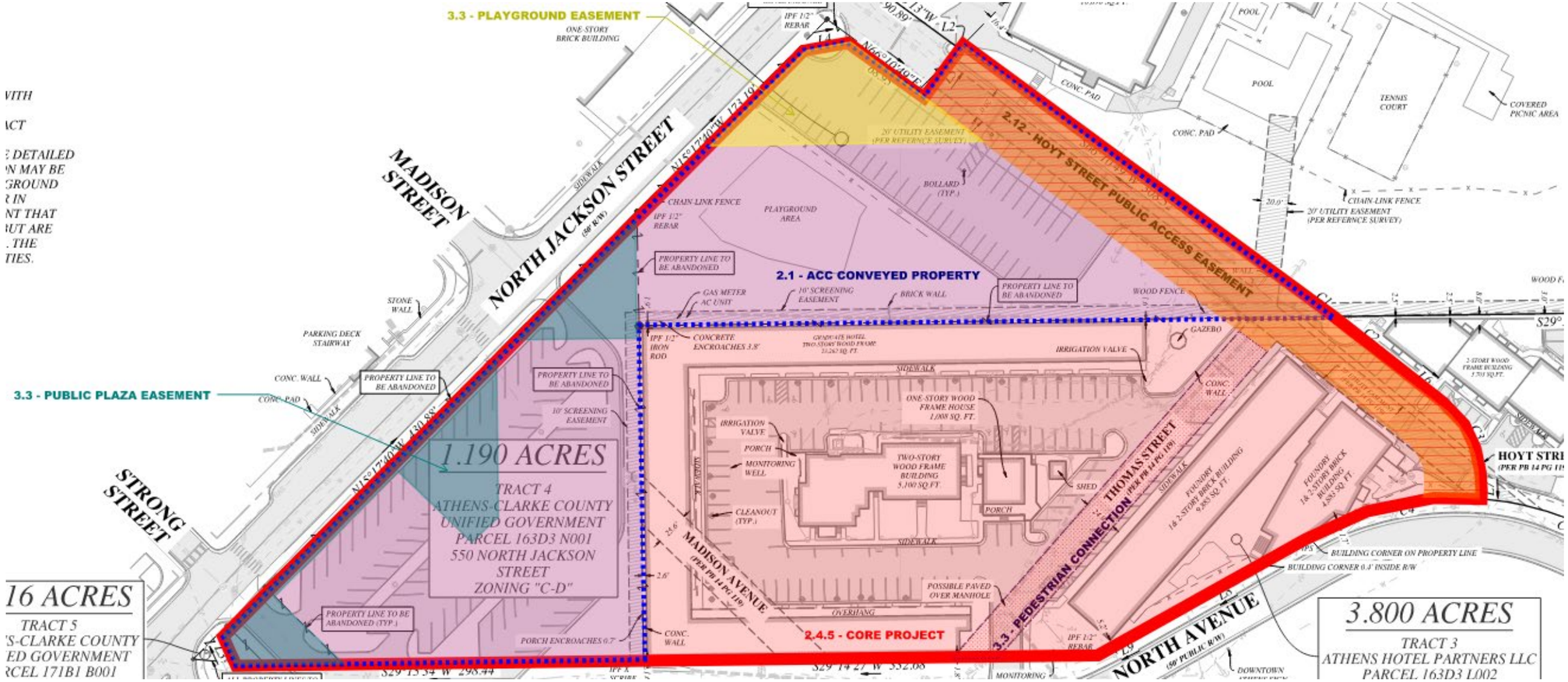
- Core will by the inclusionary zoning in-lieu fee of roughly $7,800,000. This will be done before building permit issuance
- 50% of that money will be used in specific census tracts identified in the development agreement

SECTION 3.4 – PEDESTRIAN CONNECTION

- Pedestrian Connection public easement must be in place before certificate of occupancy

SECTION 3.5 – PUBLIC PLAZAS & PLAYGROUND

- Core will replace the Hoyt Street Playground at the corner of Jackson and Hoyt AND will contribute $275,000 for a new playground within Lay Park. Public Easements for the plazas and playground must be in place before certificate of occupancy



PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

SECTION 3.6
HISTORIC FAÇADE EASEMENT

- Protects the exterior of the Foundry building permanently
- Condition to certificate of occupancy



SECTION 3.7
ARTISTIC MURAL EASEMENT

- Core shall grant ACC a mural easement over no less than 1,000sf of wall area facing Jackson
- Condition to certificate of occupancy
- Core is willing to cooperate further on activating the art walk using land within the public plazas



SECTION 3.8
ADDA MASTER LEASE

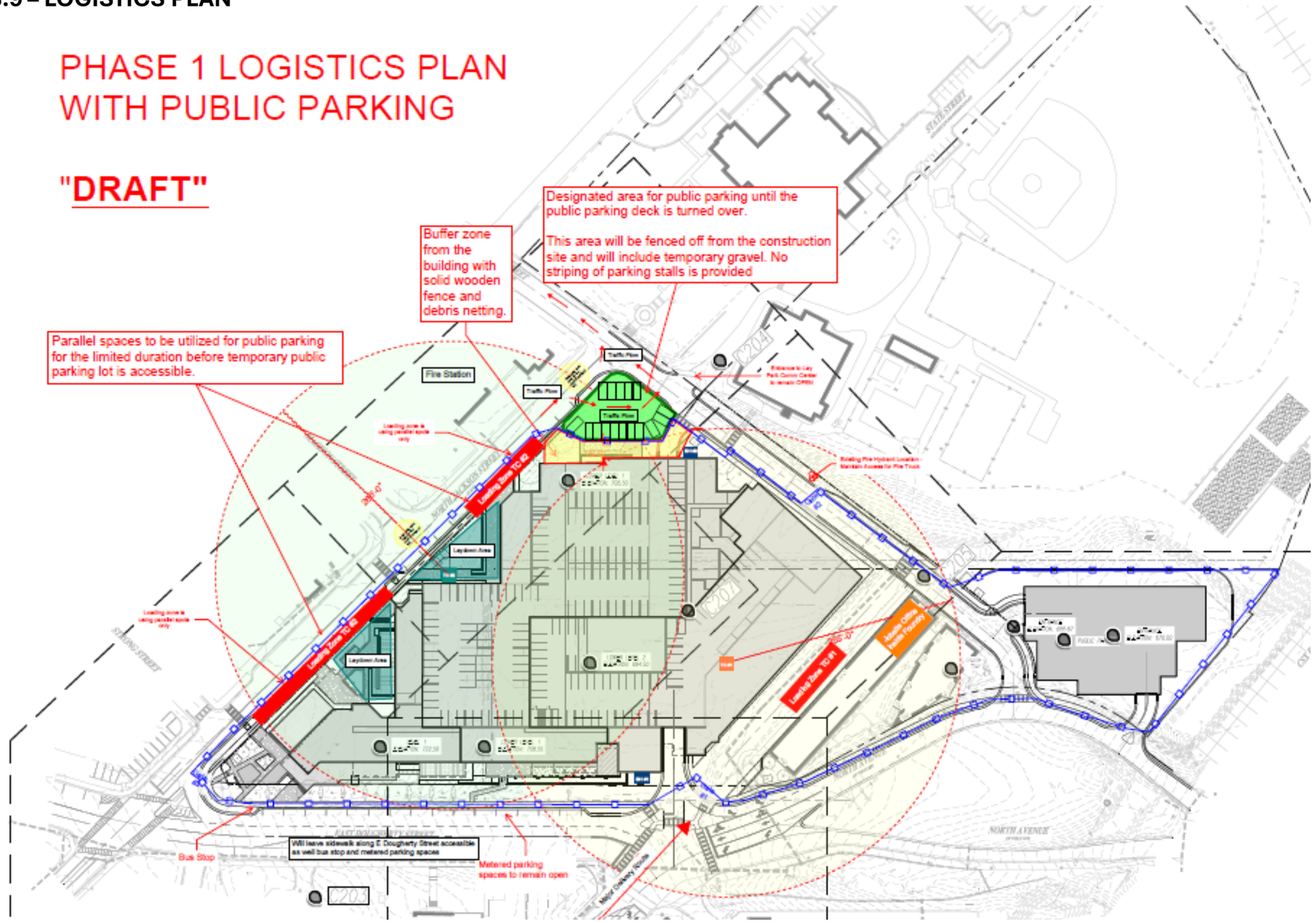
The ADDA shall have the option to lease up to 5,000 SF in retail space at the following terms:

- Rent: $15/sf (NNN) *e.g. $1,250/month for a 1,000sf space.*
- TI allowance of $40/sf ($200k)
- Subleases allowed with developer approval
- Rent due only for the subleased portions of the premises

PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

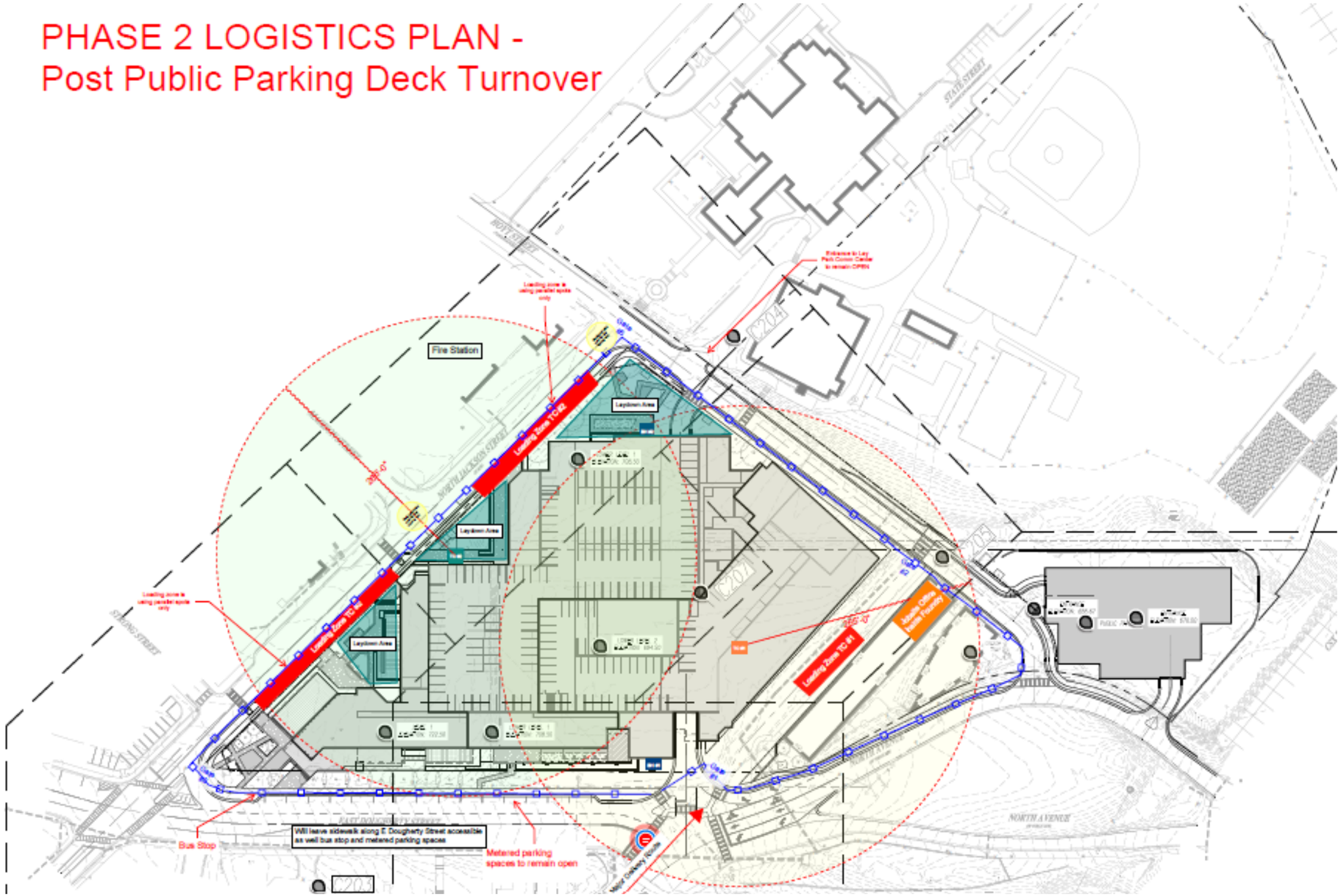
SECTION 3.9 – LOGISTICS PLAN



PROPOSED DEVELOPMENT AGREEMENT

SECTION 3 – CORE PROJECT

SECTION 3.9 – LOGISTICS PLAN



CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SECTION 4 – PUBLIC PARKING DECK

SECTION 4.1 – PUBLIC PARKING DECK

- The ADDA engages Core to build the Public parking deck, which shall include no less than 425 spaces.



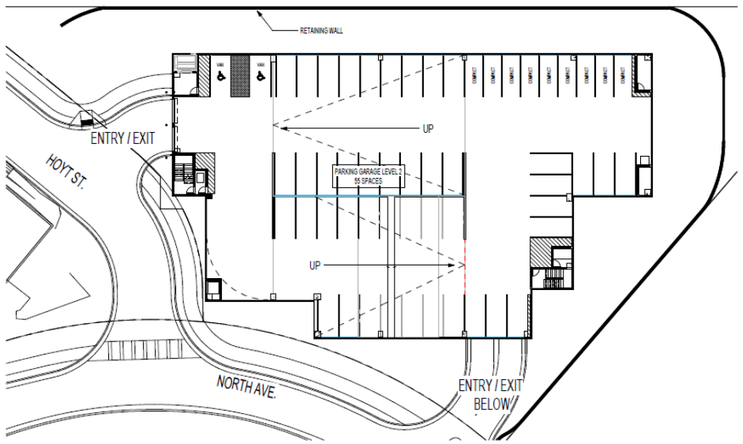
SECTION 4.2 – FORM OF ARCHITECT CONTRACT

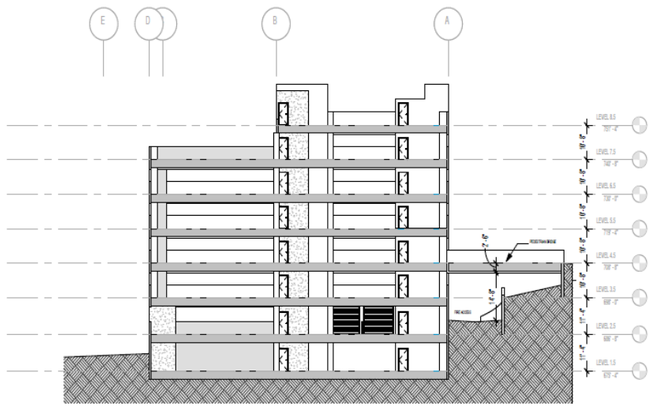
- Provided so ACC knows the terms of the underlying contracts pertaining to a public building.

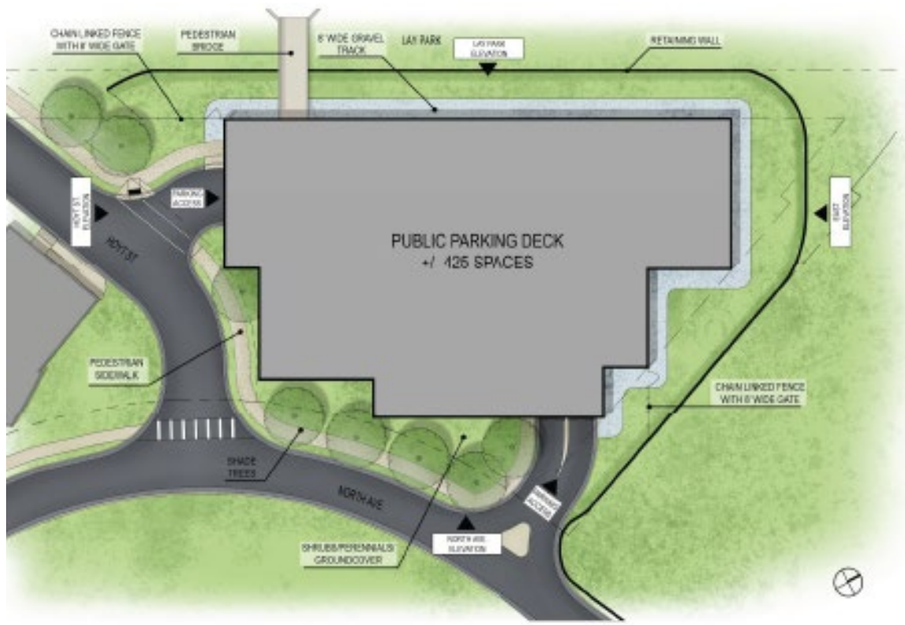
SECTION 4.3 – FORM OF CONTRACTOR CONTRACT

- Provided so ACC knows the terms of the underlying contracts pertaining to a public building.

SECTION 4.4 – PARKING DECK PLANS & RENDERINGS







CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SECTION 4 – PUBLIC PARKING DECK

SECTION 4.5 – PUBLIC PARKING DECK BUDGET

SOFT COSTS			
Architectural Design	$	284,018	
Civil Engineering	$	152,000	
Landscape	$	43,550	
Elevator Consultant	$	10,000	
Parking Consultant	$	35,000	
TOTAL SOFT COSTS	**$**	**524,568**	$1,226/stall
HARD COSTS			
Site Work, Shoring, and Foundations	$	3,388,949	
Vertical Construction	$	9,177,836	
General Conditions & Requirements	$	1,577,047	
Insurance (SDI & CCIP)	$	450,405	
Structural / MEP Engineering (Design/Build)	$	104,218	
Contingency	$	1,583,168	
General Contracting Fee	$	814,081	5.00%
TOTAL HARD COSTS	**$**	**17,095,704**	$39,943/stall
TOTAL PARKING DECK BUDGET	**$**	**17,620,272**	**$41,169/stall**

SECTION 4.6 – PARKING DECK SCHEDULE

- Core shall deliver the parking deck 477 days after building permits for the parking deck are issued.

SECTION 4.7 – PERMITS

- Core shall be the applicant on all permits.

SECTION 4.8 – PARKING DECK CONSTRUCITON LOGISTICS PLAN

- Same as section 3.9

SECTION 4.9 – PERFORMANCE BOND

- Core shall post a performance bond before any permits relating to the Core Project or the Public Parking Deck are issued.
- This protects ACC from a Core default.

SECTION 4.10 – PAYMENT BOND

- Core shall post a payment bond before any permits relating to the Core Project or the Public Parking Deck are issued.
- This protects ACC from a Core default.

PROPOSED DEVELOPMENT AGREEMENT

SECTION 4 – PUBLIC PARKING DECK

SECTION 4.11 – PROGRESS REPORTS

- Core to prepare and submit monthly progress reports to the ADDA during construction.
- Core to give ADDA 60 days notice before delivery

SECTION 4.12 – BOND RELEASE

- 120 days after delivery, Core will deliver lien waivers and operating manuals to the ADDA
- 120 days after delivery, Performance and Payment Bonds will be released

SECTION 4.13 – INSURANCE

- Core holds GL and builder's risk insurance during construction of public parking deck; ADDA holds insurance after delivery

SECTION 4.14 – ADDA REIMBURSEMENT OF PARKING DECK COSTS

- Core will finance the Public Parking Deck as part of its project.
- Despite the expected total costs of $17.6M, ADDA's obligation to reimburse Core is capped at the lesser of 53% of actual costs or $8.1M.
- Core will cover any cost overruns
- Core will finance ADDA's reimbursement obligation. Terms of this note shall include:
  - 5% interest
  - 15-year term, starting Jan 1 the year after the Core Project delivers
  - No prepayment penalty
  - No payments due until the Core Project delivers

SECTION 4.15 – DEVELOPER RIGHT TO DRAW CONSTRUCTION ESCROW

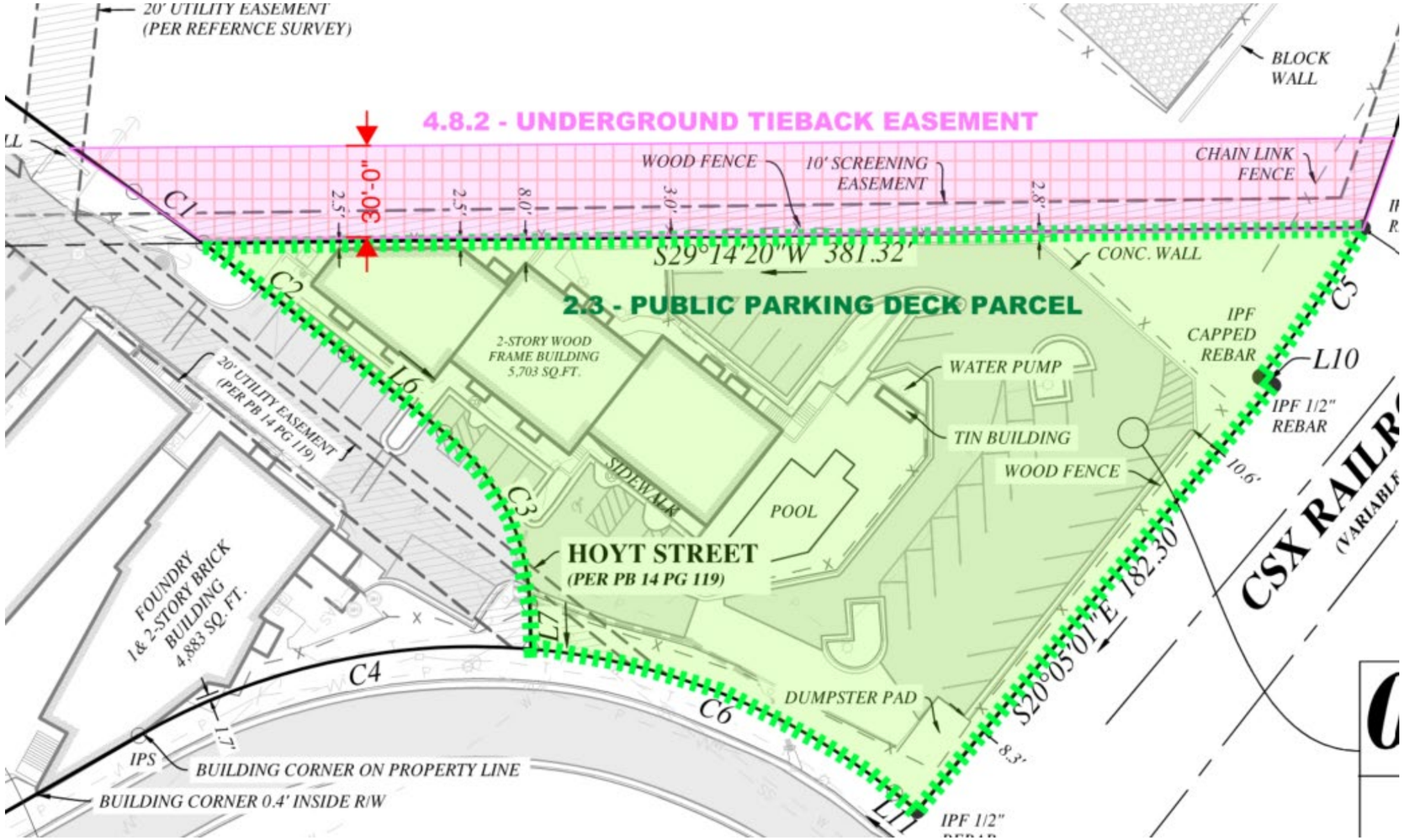
- Core may draw on the $4.7M construction escrow previously posted with the ADDA to offset the costs of the parking deck.

PROPOSED DEVELOPMENT AGREEMENT

SECTION 4 – PUBLIC PARKING DECK

SECTION 4.16 – UNDREGROUND TIEBACK EASEMENT

- ACC shall grant the ADDA a tieback easement as shown below



PROPOSED DEVELOPMENT AGREEMENT

SECTION 5 – OFFSITE WORK

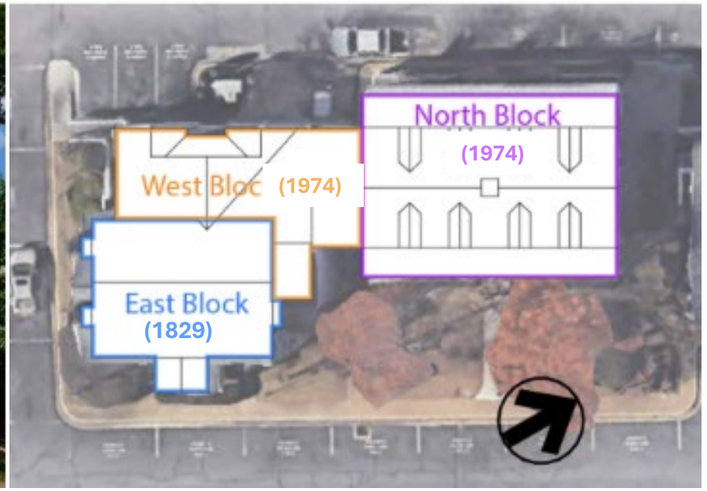
SECTION 5.1 – TRAFFIC IMPROVEMENTS

- Core shall submit a traffic impact study and shall make all improvements recommended by the traffic study.

SECTION 5.2 – HOYT HOUSE

- Core shall deconstruct and reconstruct the east block of the Hoyt House at a location approved by ACC
- 780-794 W Hancock, or another location approved by ACC
- Core has a separate MOU in the works with Historic Athens. If the Hoyt House goes to a parcel controlled by Historic Athens, Core will contribute $250,000 for the interior design, interior buildout, and furnishing of the Hoyt House.







CORE SPACES

PROPOSED DEVELOPMENT AGREEMENT

SUMMARY OF PUBLIC BENEFITS

ONE-TIME / FIXED MONETARY BENEFITS	CORE	ACC	Net Benefit to ACC	*Notes*
Public Parking Deck Parcel Value		$1,800,000	$1,800,000	*Per appraisal*
Butterfly Lots Value	$6,500,000		($6,500,000)	*Per appraisal*
Public Parking Deck		$17,600,000	$17,600,000	*Developer solely responsible for any cost overruns*
ADDA Promissory Note	$8,100,000		($8,100,000)	*Maximum amount assumed. Could be less based on actual costs; capped at $8.1M.*
Promissory Note Interest over 15 years		($3,407,881)	($3,407,881)	*Assumes full term. There is no prepayment penalty.*
Parking Deck Revenue over 15 years		$8,250,000	$8,250,000	*Assumes no annual increase*
Parking Deck Expenses over 15 years		($4,875,000)	($4,875,000)	*Assumes no annual increase*
Affordable In-Lieu Fee		$7,800,000	$7,800,000	
Off Site Sewer Improvements		$2,500,000	$2,500,000	
ACC Staff Estimate / Allowance for Lay Park Improvements		($500,000)	($500,000)	
Reduced Utility Connection Fees	$701,683		($701,683)	
Playground Contribution for Lay Park		$275,000	$275,000	
TOTAL FIXED MONETARY BENEFITS	**$15,301,683**	**$29,442,119**	**$14,140,436**	

PROPOSED DEVELOPMENT AGREEMENT

SUMMARY OF PUBLIC BENEFITS

ONGOING MONETARY BENEFITS	ACC
Annual projected East Downtown TAD contribution	$820,000
Annual projected school district funding	$1,316,000
Annual projected funding to the Downtown Tax District	$70,000
Annual projected funding to ACC General Fund	$33,000
TOTAL ONGOING MONETARY BENEFITS (ANNUALLY)	**$2,239,000**

NON MONETARY BENEFITS	Before Dev Agreement	After Dev Agreement
Parcel Utility	compromised due to irregular geometry	optimized
Foundry	at risk of demolition	protected in place
Hoyt House	at risk of demolition	relocated to location approved by ACC
Public Plazas	none	27,000 sf public plazas with public access easement
Playground	6,700 sf existing playground	6,600 sf new playground with public access easement
Compatibility with art walk	No pedestrian connectivity to Art Walk	pedestrian connectivity via public access easements and subsidized retail subleases to gallery space users
Parking	148 surface spaces	425 structured spaces

FREQUENTLY ASKED QUESTIONS

AFFORDABLE IN-LIEU FUNDS

QUESTION: ***Why don't you create affordable housing on site instead of using the fee in-lieu option?***

ANSWER: ***Because that's not the most efficient way to create affordable housing.***

The inclusionary zoning ordinance would mandate the on-site creation of 28 units.

By contrast – study the financing for the 146-unit Bethel Homes phase II on this slide. This project's developer had already secured most of the financing in the form of subsidies and forgivable loans <u>available only to affordable housing developers</u>.

By concentrating funds on projects that are already receiving federal and state subsidies, but have a small gap in financing, ACC is able to leverage the effectiveness of its contribution.

In this example, ACC enabled the creation of 146 units with a $3.5M contribution. That's $24k per unit.

If ACC were to use the $7.8M in a similarly efficient way as it did in Bethel Homes phase 2, it would create +/-325 units – far more than the 28 units we'd create if we built the units on site.

ND Athens Phase 2
Sources & Uses
Athens, GA

USES	
Ground Lease Payment	$700,000
Construction Costs	$45,278,489
Soft Costs	$3,779,288
Financing Fees	$2,482,049
Carrying Costs	$7,038,333
Reserves and Contingency	$2,244,106
Deferred Developer Fee	$816,598
Paid Developer's Fee	$2,252,402
Total Uses	**$64,591,265**

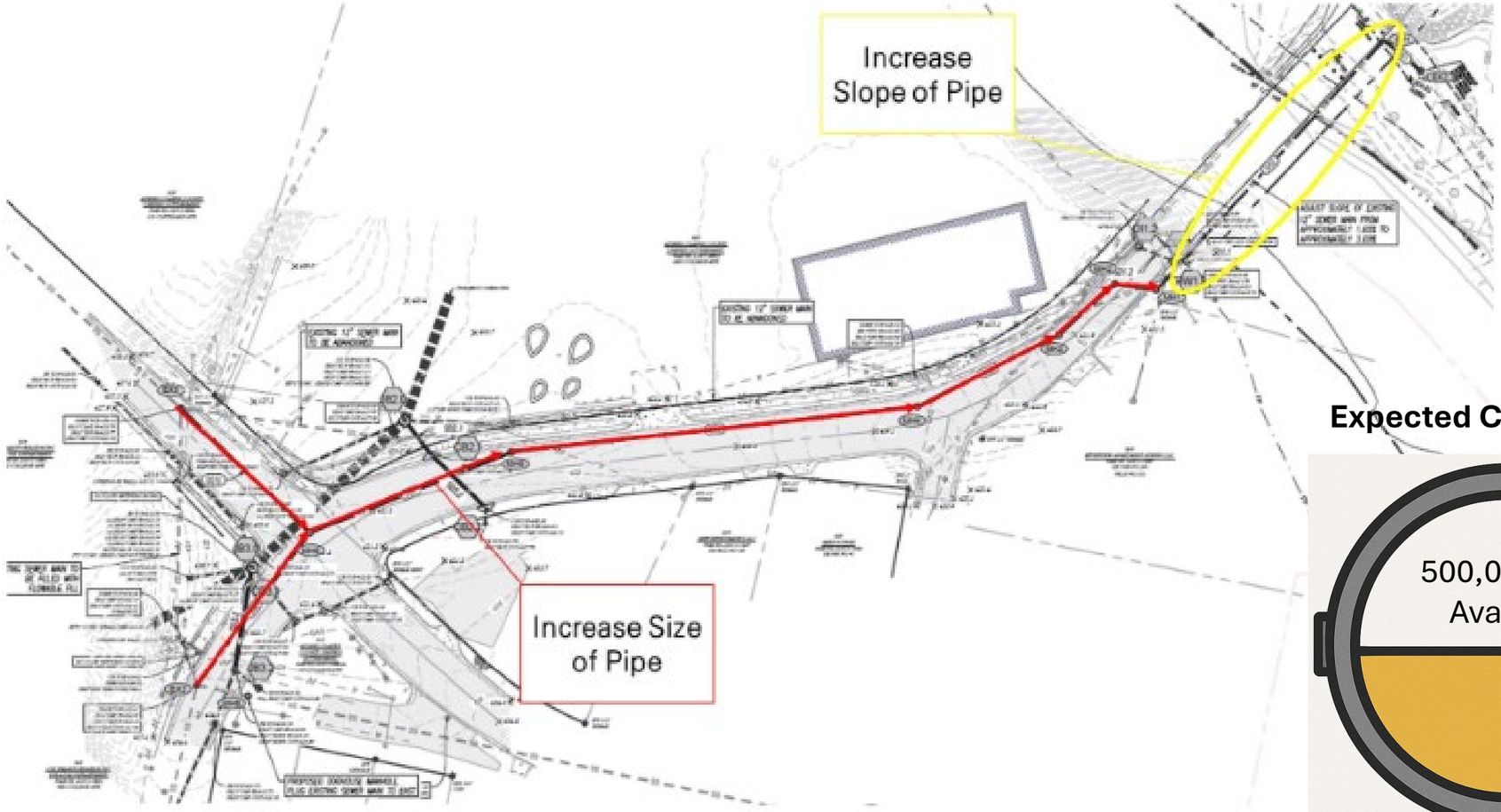
CONSTRUCTION SOURCES	
Construction Loan	$43,535,743
Investment Earning on Bonds	$3,229,232
ACC Loan	$3,500,000
AHA Loan	$0
4% Federal TC Equity	$5,059,734
4% State TC Equity	$5,183,350
Managing Member Equity	$100
Deferred Developer Fee	$2,669,000
Deferred Reserves	$1,414,106
Gap	$0
Total	**$64,591,265**

FREQUENTLY ASKED QUESTIONS

SEWER CAPACITY

QUESTION: ***What's the scope of the sewer work, how much capacity does that create, and how much of it would the Core Project use?***

ANSWER: ***The scope involves upsizing a line from College/Willow across the Oconee River to Dr MLK Jr Pkwy where plenty of capacity exists.*** *The slope of the line will be adjusted along the bridge (allowing the line to be smaller and not result in increased weight on the bridge).*



Current Condition



Expected Capacity Gain



Post Project Status



CORE SPACES

FREQUENTLY ASKED QUESTIONS

ACCESS TO LAY PARK DURING CONSTRUCTION

QUESTION: ***What will access to Lay Park look like during construction?***



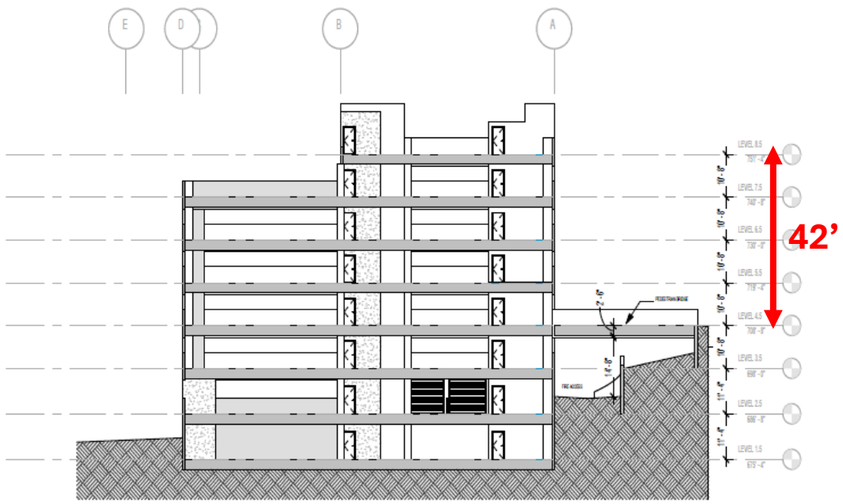
CORE SPACES

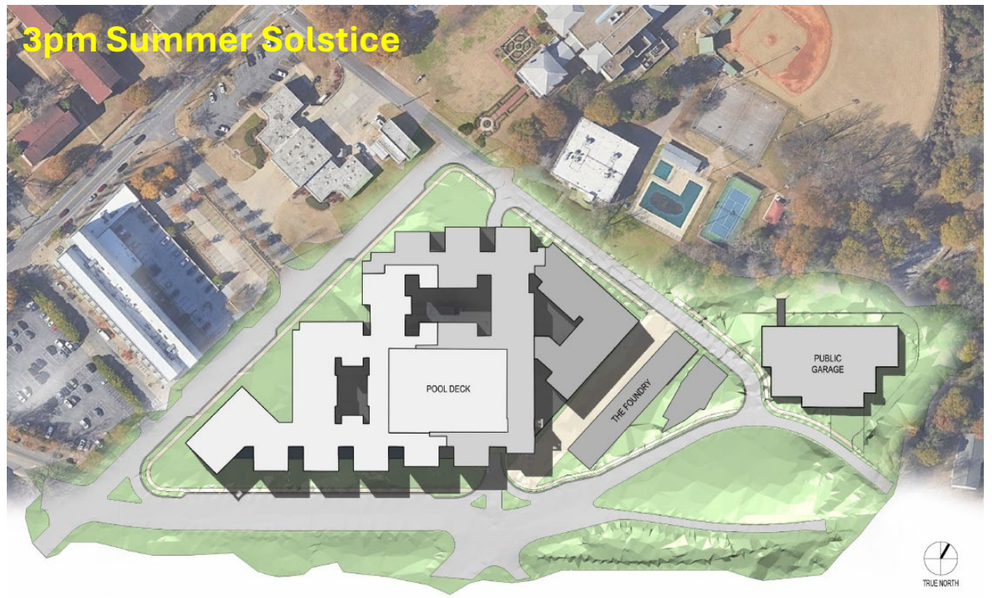
FREQUENTLY ASKED QUESTIONS

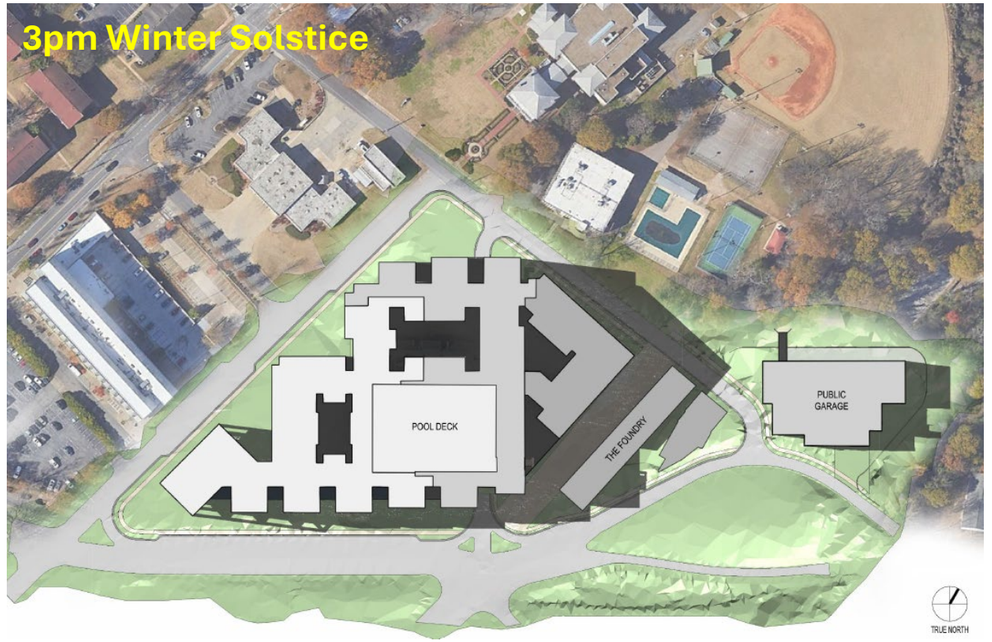
EFFECTS ON LAY PARK

QUESTION: ***How will Lay Park's viewsheds be affected?***









CORE SPACES

FREQUENTLY ASKED QUESTIONS

EFFECTS ON LAY PARK



CORE SPACES

COMMUNITY INPUT SINCE NOV 4

CONCERNS & MITIGANTS – PUBLIC PARKING DECK

CONCERN: ***Allocation of spaces within the deck for Lay park v monthly v hourly***

MITIGANT: ***Mayor & Commission can change this – see the excerpt from the Parking Management Agreement below.***
The Core Project is not counting on any parking availability within the Public Parking Deck for its residents.

8. ALLOCATION OF SPACES: ADDA shall reserve a minimum 52 spaces grouped within the Hoyt Street Parking Deck for visitors and staff of Lay Park. These spaces will be located near the pedestrian bridge into Lay Park and/or close to the elevator providing access to the pedestrian bridge. ACCGov, at its own expense, shall provide unique striping and or signage for the Hoyt Street Parking Deck.

The allocation of spaces described in this section may be mutually amended by the parties during the annual financial review process described in the Agreement.

		Scenario 1 - Current		Scenario 2 - Add hourly		Scenario 3 - increase free	
Lay Park Spaces	$0/month	52	$0	52	$0	79	$0
Hourly Spaces	$58/month*	0	$0	50	$34,800	0	$0
Monthly Spaces	$125/month	373	$559,500	323	$484,500	346	$519,000
TOTAL ANNUAL REVENUE		**425**	**$559,500**	**425**	**$519,300**	**425**	**$519,000**

**includes first hour free*

COMMUNITY INPUT SINCE NOV 4

ADDITIONAL MEASURES BY CORE

CONCERN: ***How does this project advance the interests of black Athenians?***

MITIGANT: ***We have spoken with several key stakeholders and have several ideas for how to enhance the project's benefit to the black community:***

Idea #1: *conduct outreach programs to maximize opportunities for local minority participation in the construction of the project.*

We'd propose to do this in cooperation with the Northeast GA Black Chamber of Commerce.

Idea #2: *establish a scholarship fund to cover the costs of tuition, fees, and books for tech-, trade-, or vocational school for individuals identified and qualified by the Black Chamber of Commerce.*

We'd propose to establish a $400,000 scholarship fund with the Northeast GA Black Chamber of Commerce.

COMMUNITY INPUT SINCE NOV 4

ADDITIONAL MEASURES BY CORE

CONCERN: ***How does this project advance the interests of black Athenians?***

MITIGANT: ***We have spoken with several key stakeholders and have several ideas for how to enhance the project's benefit to the black community:***

Idea #3: *create space for nonprofits within the Foundry building – transforming a building that is the product of slave labor into a center for the advancement and prosperity of black Athenians*

We'd propose to buildout a portion of the Foundry building as flex office and lease it to the Black Chamber of Commerce for $1/year (net). The Black Chamber could then allow smaller likeminded nonprofit organizations to share its office space.

Finer details are still in process, input and feedback are much appreciated.



QUESTIONS & DISCUSSION

CORE
SPACES

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT **TO REZONING ONE PARCEL OF LAND COMPRISING APPROXIMATELY 15.95 ACRES LOCATED AT 2415 JEFFERSON ROAD FROM C-G (COMMERCIAL-GENERAL) TO C-G (PD) (COMMERCIAL-GENERAL, PLANNED DEVELOPMENT)**; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The map constituting the component part of the Zoning Ordinance of Athens-Clarke County, Georgia, by virtue of and in compliance with Section 9-3-3 and Section 9-3-6 thereof, is hereby amended by changing the zoning of one parcel of land comprising approximately 15.95 acres located at 2415 Jefferson Road as shown on Attachment A hereto. Said affected parcel is more fully described in that certain document entitled "Master PD Site," designated in the lower right-hand corner as "PD-2," having an original issue date of August 1, 2025, being revised on October 3, 2025, prepared by Edward Lane, registered professional engineer, and being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia.

The subject parcel comprising approximately 15.95 acres of land is also known as Tax Parcel Number 113 053 on the Athens-Clarke County Tax Map, being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A hereto shall be noted on said Official Zoning Map in the office of the Clerk of Commission and duly noted in the minutes of the Commission meeting.

SECTION 2. The binding master site plan associated with this ordinance and incorporated herein by reference consists of five (5) sheets in total. Each sheet is titled, numbered, and dated in the lower-right hand corner as shown in the table below.

Sheet No.:	Title	Issuance date (or most recent revision):
PD-2	Master PD Site	October 3, 2025
A4-01	Overall Elevations, Building 100	October 3, 2025
A4-02	Overall Elevations, Building 200	October 3, 2025
A4-03	Overall Elevations, Townhomes	October 3, 2025
A1	Overall Street Sections	September 29, 2025

Upon adoption hereof, said sheets shall be stamped "binding" and made available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia.

The binding written report associated with this ordinance and incorporated herein by reference consists of fifty-four (54) pages in total, is entitled "Master Planned Development Report," dated August 1, 2025, and revised on October 3, 2025. Upon adoption hereof, said written

report shall be stamped “binding” and made available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia.

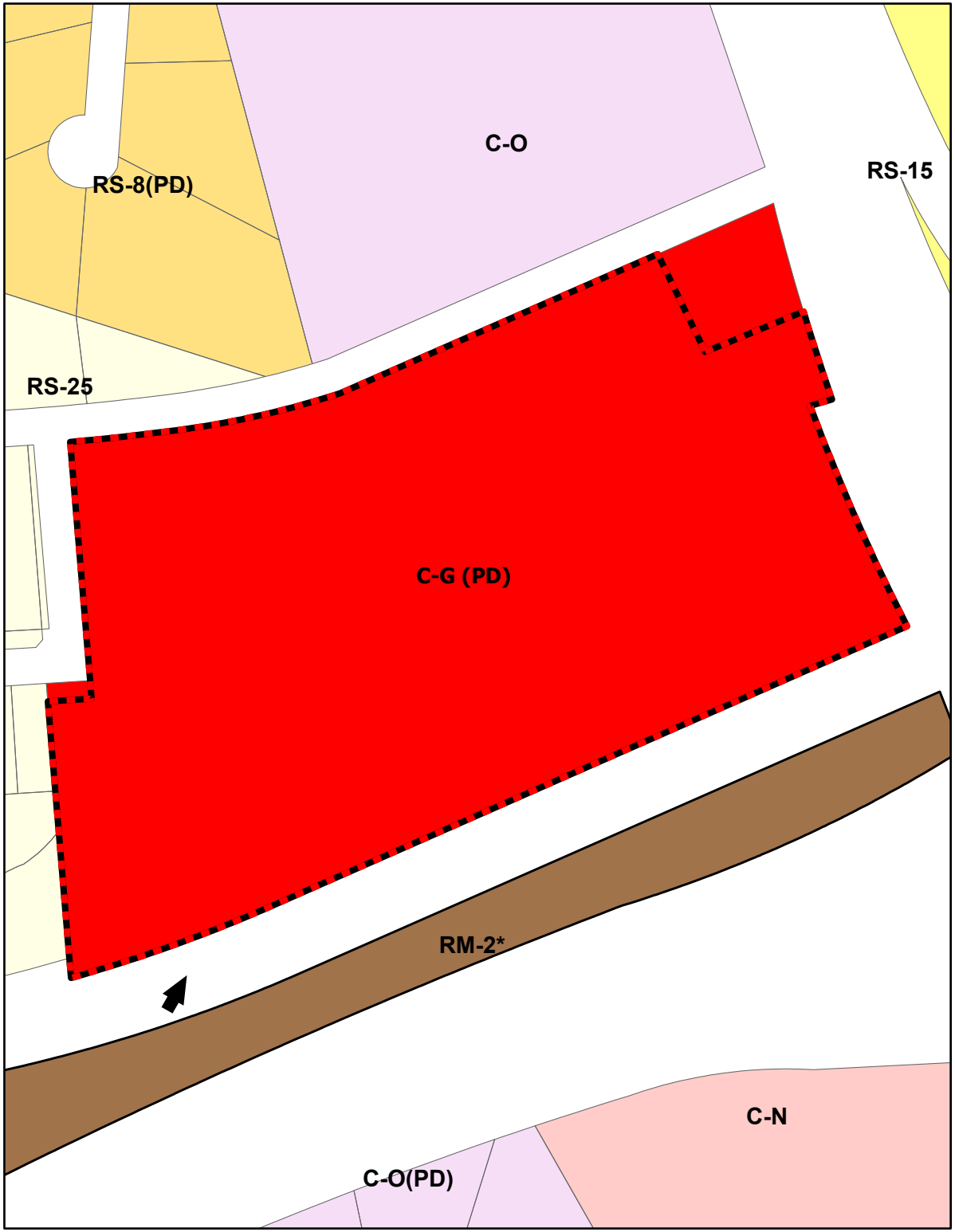
SECTION 3. The conditions of zoning associated with this ordinance are as follows:

1. The proposed area and location of the conserved canopy area adjacent to the railroad shall be binding.

2. 75% of Building 100’s northern frontage shall be used for leasable commercial or commercial-like amenity spaces.

3. The ground-floor apartments on the southern frontage of Building 200 shall have individual ground-floor entries to the street.

SECTION 4. All ordinances or parts of ordinances in conflict therewith are hereby repealed.



The Official Zoning Map
of Athens-Clarke County

Legend

- P, Parks
- IN, Institutional
- C-G, Commercial-General
- C-D, Commercial-Downtown
- C-N, Commercial-Neighborhood
- C-O, Commercial-Office
- C-R, Commercial-Rural
- E-I, Employment-Industrial
- E-O, Employment-Office
- G, Government
- I, Industrial
- AR, Agricultural Residential *(1 unit per 10 acre density)*
- RM-1, Mixed Density Residential *(16 multi-family units per acre)*
- RM-2, Mixed Density Residential *(24 multi-family units per acre)*
- RM-3, Mixed Density Residential *(50 multi-family units per acre)*
- RS-5, Single-Family Residential *(5,000 sq. ft. min. lot area)*
- RS-8, Single-Family Residential *(8,000 sq. ft. min. lot area)*
- RS-15, Single-Family Residential *(15,000 sq. ft. min. lot area)*
- RS-25, Single-Family Residential *(25,000 sq. ft. min. lot area)*
- RS-40, Single-Family Residential *(40,000 sq. ft. min. lot area)*
- Winterville Boundary
- Bogart Boundary
- ACC Boundary

- Downtown Design Areas
  - *(DHD)*, Downtown Historic District
  - *(WD)*, West Downtown
  - *(ED)*, East Downtown
  - *(DS)*, Dougherty Street
  - *(RIV)*, River
  - *(WE)*, West End
- Airport Overlay
  - AZ1, Precision Approach Zone
  - AZ2, Larger Than Utility Runway Nonprecision Approach Zone
  - AZ3, Utility Runway Nonprecision Approach Zone
  - TZ, Transitional Zone
  - RPZ, Runway Protection Zone
  - PSZ, Primary Surface Zone
- 78/316 Special District Overlay
- Planned Development
- Zoning with Conditions
- Historic District
- RM-LTD, Mixed Density Residential Limited Overlay
- Conditional Use
- GSRC, Gaines School Road Corridor Special District Overlay
- MAC, Milledge Avenue Corridor Special District Overlay
- WBS, West Broad Street Special District Overlay
- Railroads
- Special Use
- Historic Landmark

Parcel boundaries of the site are determined by legal description. The parcels shown on this map are to be used only as a guide.

130 65 0 130 260 390 Feet

ATTACHMENT A	PD-2025-05-0895 Master Planned Development 2415 JEFFERSON ROAD Ed Lane / SPG Planners & Engineers Homewood Village LLC	
625		
FROM: C-G	TO: C-G (PD)	
TAX PARCEL # 113 053	PLANNING COMMISSION MEETING DATE November 6, 2025	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE December 2, 2025

ATHENS-CLARKE COUNTY PLANNING COMMISSION
RECOMMENDATION

DATE: November 6, 2025	**FILE NO:** PD-2025-05-0895

LOCATION: 2415 Jefferson Road
APPLICANT: Ed Lane / SPG Planners & Engineers
OWNER: Homewood Village LLC
REQUEST: From C-G to C-G (PD) (Commercial-General to Commercial-General (Planned Development))
COMMISSION DISTRICT: Five

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Chair: Kristen Morales Present				Carey McLaughlin Absent			
Vice-Chair: Sarah Gehring Present		X		Taylor Pass Present		X	
Jen Fleece Present	X			Alexander Sams Present	X		
Sara Beresford Present	X			Monique Sanders Present		X	
Matthew Hall Present	X			Michael Lord Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	4	3	

For: Jack Murphy, TJ Laco, Ed Lane, Bryan Austin, (applicants) Jennifer Davidson
Against: Keith Hubbard, Mary Stribling (representing Cottages of Homewood Homeowners Assoc.), Grace Tuschak, Heather McElroy, Avery McElroy

Discussion: The applicant referenced feedback from neighbors when they decided to include the three-story townhomes on Magnolia Blossom Way as a means of stepping down from the five-story apartments. The applicant also contended that residents of Magnolia Blossom Way would not have the apartments towering over them because they are set far enough back in the subject site. The applicant went into detail discussing the rationale for the waivers and responding to Staff's recommended conditions. The applicant stated that Staff's condition reducing density would make the project financially unfeasible and that the condition about ground-floor commercial would mandate more commercial than the market can support. The applicant stated that conditions three and four about the tree canopy and fee-simple lot subdivision for the townhomes could be made to work, although he recommended requiring the townhomes be for sale instead of a fee-simple subdivision. The applicant stated that, in response to previous Commission feedback, this was their best work and presented a petition signed by neighbors supporting the project. Public comments supported the project as a revitalization of a decaying shopping center that has struggled to attract tenants due to the fact that the site has little visibility since it sits below the surrounding roadways. Other comments objected to the project as a mismatch between the Charleston-style neighborhood on Magnolia Blossom Way and the five-story apartments, and traffic concerns were voiced. One resident opposed the project because approval would mean the community would lose the opportunity to have a better-designed walkable town-center redevelopment in the future.

Commissioners sought clarity on Staff's condition about the density. Staff responded by saying that the applicant was pushing all of the site's allowable density next to the neighborhood instead of distributing it across the site, scaling down near the neighbors, and leaving some units for future phases of redevelopment. As currently proposed, the plan would become binding without a meaningful commitment to a second phase on the half not covered by the new apartments. Several Commissioners noted the challenges of the site and a Commissioner stated that what the community wants in a town center may not be economically feasible here. It could be many years before another proposal comes around. Given the lack of commitment to a Phase Two, a Commissioner stated that any master plan for the whole site would be nothing more than conjecture at this point. The applicant was asked about the price point, to which they responded by saying they would be market rate. The applicant stated that neighbors preferred market-rate apartments because market-rate units would price out undesirable people from living there. A Commissioner asked the applicant to confirm this statement, to which the applicant responded with confirmation. A Commissioner noted that one of the elevations (Drawing 4) was mislabeled as east instead of westward facing. After lengthy discussion Commissioners included two conditions that would mandate commercial and commercial amenity-like spaces on part of the ground-floor of Building 100 and ground-floor entries on part of Building 200 to activate the new street between the apartments. Commissioners concluded that the project, although not perfect, was better than the existing condition and voted to recommend approval with conditions.

Motion: Ms. Beresford motioned to recommend approval with conditions. Mr. Hall seconded the motion, which passed 4-3.
Conditions:

1. The proposed area and location of the conserved canopy area adjacent to the railroad shall be binding.
2. 75% of Building 100's northern frontage shall be used for leasable commercial or commercial-like amenity spaces.
3. The ground-floor apartments on the southern frontage of Building 200 shall have individual ground-floor entries to the street.

STAFF REPORT
MASTER PLANNED DEVELOPMENT
2415 JEFFERSON ROAD
PD-2025-05-0895
NOVEMBER 6th, 2025

APPLICANT: .....Ed Lane / SPG Planners + Engineers
OWNER: .....Homewood Village, LLC.
ZONING REQUEST: .....From C-G to C-G (PD)
TYPE OF REQUEST: .....Type II
LOCATION: .....2415 Jefferson Road
TAX MAP NUMBERS: 113 053
COUNTY COMMISSION DISTRICT: .....District 5
PROJECT SIZE: .....15.95 Acres
PRESENT USE: .....Commercial
PROPOSED USE: .....Residential-Commercial Mixed Use
PUBLIC NOTICE POSTED: .....October 22nd, 2025
STAFF RECOMMENDATION: .....***DENIAL***
PLANNING COMM. RECOMMENDATION: .....***APPROVAL WITH CONDITIONS***
MAYOR & COMMISSION AGENDA SETTING: ...November 18th, 2025
MAYOR & COMMISSION VOTING SESSION: .....December 2nd, 2025

I. Summary Recommendation

The applicant is requesting a Planned Development for a portion of 2415 Jefferson Road. The proposal requests to add two apartment structures along with 8 townhomes and partially demolish the commercial buildings at Homewood Village Shopping Center. The site is 15.95-acre tract with 138,000 square feet of existing commercial multi-tenant structure, and a second 5,000 sf commercial building and associated surface parking. The lot sits below the grade of the adjacent South Homewood Drive and Jefferson Road as well as being bound on the southern side by railroad right-of-way.

The proposal is for two 5-story apartment structures and 8 townhomes to replace 46,000 sf of the commercial buildings in the rear of the parcel and maintain 92,000 sf of the existing commercial. The request is seeking to use the full allowable residential density for the site, but the proposal states that future phases are not binding while offering to do some upgrades in those areas. The applicant references in their application that the Future Land Use Steering Committee has called for this location to be a "Town Center," but the design focuses on adding the residential component and not creating a neighborhood business district. The applicant shows future phases, but does not commit to them. The Planned Development request could be more successful if aspects of the future design were incorporated at this time or if the proposed portion of the site to be used was either done by-right or only captured that percentage of allowable density and reserved the remainder when the rest of the site could be completed. Also, in terms of layout, the most intensive uses are proposed to be in close proximity to the existing single-family neighborhoods (Cottages at Homewood, Moss Side and Homewood Hills subdivisions) instead of a location in the interior of the site or adjacent to the commercial frontage of Jefferson Road.

Adequate infrastructure is a primary concern for this project as certain facilities do not meet current standards, and the site sits in a basin that cannot accept wet weather peak flow sewage. Attention should be paid to making this site more manageable for ACCGov utilities and potentially withhold additional density until the system can handle the additional demand. The site is also traversed by a Georgia Power transmission line that is challenging to relocate and restrictive in terms of having development beneath and near it. In phasing the project, the applicant also shows future structures in places they state are restricted. If those spaces can be used in the future, the applicant should take the necessary steps to have those incorporated into the site design now in an effort to provide for a more community-focused design on the site as a whole.

Revitalizing this aging shopping center and maximizing the use of the surface parking are admirable goals. As noted by the applicant, multiple commercial tenants have ongoing contracts that prevent some changes at this time, particularly with regard to significant portions of the parking lot. This should not prevent the applicant from installing a framework that could be built out in the future that creates a viable business district. The commercial spaces to be removed happen to be of the scale that work better for a smaller commercial center and could also support local businesses. The scale of the proposed buildings in relation to the surrounding neighborhoods is much taller and also of a significantly larger footprint. Staff supports the redevelopment of this property to provide additional housing and valuable business opportunities. However, this proposal places a large-scale and solitary residential development in very close proximity to existing housing of a much smaller scale and does not provide a network to build upon going forward.

The applicant has requested six waivers that are not supported by Staff, and these waivers are listed in Section F of this report. Staff notes that one waiver needs to be evaluated using Special Use standards and the application should provide information addressing those standards for that waiver. One waiver could be supported if the proposed design more closely approximated current code standards.

The proposal is not using the planned development process to accommodate uses not anticipated by the underlying zoning, or to provide design creativity. The planned development application is primarily asking for relief from code requirements. ACC Public Utilities Department has deemed that the project cannot be supported with the current or proposed infrastructure. **Staff recommends denial** of the proposal.

Conditions:

NOTE: Staff requests that the following conditions be considered if this proposal is recommended for approval:

1) The proposal may only construct the amount of residential density that would be allowed for the portion being redeveloped; this area is 8.8 acres which allows 211 bedrooms.
2) The proposal shall have ground-floor commercial along the frontage of both apartment buildings along the interior drive, shown on plans with parallel parking spaces.
3) The proposed area and location of the conserved canopy area adjacent to the railroad be binding.
4) Townhomes shall be constructed on fee simple lots.

Planning Commission Recommendation: Commissioners heard from the applicant about the rationale for the waivers and their response to the Staff's recommended conditions. In response to previous Commission feedback, the applicant confirmed that this proposal was the best work they could offer. Commissioners examined Staff's recommendations, but decided the need for redevelopment and the challenges of developing the site justified the applicant's proposal—noting

that it could be years before another redevelopment opportunity presented itself if this one was not approved. A Commissioner noted that one of the elevations (Drawing 4) was mislabeled as east instead of westward facing. After lengthy discussion, Commissioners included two conditions that would mandate commercial and commercial amenity-like spaces on parts of the ground-floors of both apartment buildings to activate the new street between them. **Commissioners** concluded that the project, although not perfect, was better than the existing condition and **voted to recommend approval with conditions**, as follows

Conditions:

1. The proposed area and location of the conserved canopy area adjacent to the railroad shall be binding.
2. 75% of Building 100's northern frontage shall be used for leasable commercial or commercial-like amenity spaces.
3. The ground-floor apartments on the southern frontage of Building 200 shall have individual ground-floor entries to the street.

II. Purpose of Applicant Request

A. Proposal

The applicant has requested a Planned Development on a Commercial General (C-G) parcel for the construction of an apartment complex at 2415 Jefferson Road. The request also mentions façade changes to the remaining, existing commercial space. However, the application does not provide information about changes to the architectural treatment for the commercial space, as is required for Planned Development consideration. The two proposed main buildings are placed to the rear of the site, both are five stories in height. The project also now proposes 8 townhome units along Magnolia Blossom Way which are two stories on top of pedestals. The combined residential structures would accommodate 382 bedrooms in 234 apartments (predominantly one- and two-bedroom units). The design also now shows two commercial tenant spaces on to the end of the structures (2,000 & 4,000 sq. ft. respectively). Multi-family projects are required to provide open space and recreational opportunity. The new design shows a 29,000 sq. ft. area which is mostly an amphitheater oriented toward the existing neighborhood.

The project would also demolish 46,000 sq. ft. of commercial space, leaving 92,000 sq. ft. in the larger format, commercial space (currently home to Dollar General Market, Foothills Charter School, Dial America, etc.). The site is proposed to be accessed from Jefferson Road, South Homewood Drive (two points) and a pedestrian-only path via Magnolia Blossom Way. The request also proposes 652 surface parking spaces, which does not meet the overall requirements for the site and includes areas referred to by the applicant as restricted. Lastly, the proposal has about 30,000 sq. ft. of open plaza space east of the residences and an amphitheater abutting S. Homewood Drive.

B. Existing Conditions

The property is located just outside of Loop 10 on Jefferson Road, adjacent to the neighborhoods of Homewood Hills, The Cottages at Homewood, and Moss Side as well as a church, adjacent office park and across Jefferson Road from the Athens Country Club. The site is bordered by the railroad to the south and has an outparcel at the intersection of Jefferson Road and South Homewood Drive (former Chevron). The total project area is 15.95 acres, but does not include the service station outparcel. Currently there is 138,000 square feet of commercial; large footprint in the front of the site (toward Jefferson Road) which is to remain and neighborhood-scale to the rear which is to be demolished. Main access to the site is via the signalized intersection at Jefferson Road and South

Homewood Drive. The area is served by Transit Route 7 (Prince Avenue).

The property is currently zoned C-G, the surrounding properties are mostly residential (RS-8, RS-15, RS-25 and RM-2), the adjacent church is zoned Commercial Office (C-O) and the outparcel is C-G. The existing RM-2 property nearby is across the railroad track and connects to Tallassee Road, and there is a planned extension of the ACC Greenway Network through these properties, however the connection has not yet been designed and the note in this proposal is insufficient.

The property sits at an elevation that is lower than both South Homewood Drive and Jefferson Road, but has been internally graded and slopes gently southwest toward a dilapidated stormwater facility.

III. Policy Analysis

A. Compatibility with Comprehensive Plan

The 2023 Comprehensive Plan calls for the following policies that are supported in this project:

- *Infill and redevelopment should be prioritized over greenfield expansion.*

The 2023 Comprehensive Plan calls for the following policies that are not supported in this project:

- *Increase the supply and variety of quality housing units, at multiple price points, in multiple locations, to suit the needs of a variety of households.*
- *Improve safety and accessibility for people walking, biking, and busing around Athens.*

Overall, the proposal is partially compatible with the Comprehensive Plan. It does provide infill at an aging shopping center with an underused surface parking lot. However, the housing proposed by this development is consistent with the large-scale apartment complex form that has been developed in Athens-Clarke County over the past 15+ years (some with waning occupancy) but not specifically within the context of the surrounding neighborhoods that exist in this area. Additionally, the product that is being proposed could be built by-right with ground-floor commercial space or with a simpler Special Use and not require the Planned Development process.

As noted in a series of recent studies completed for Athens-Clarke County, the local housing market is deficient in housing forms that accommodate family occupancy and provide viable opportunities for prospective owner-occupants to enter into the residential market. The surrounding neighborhoods are characterized by one and two-story dwellings, and a smoother transition to those existing residences could include structures (or portions of the proposed structures) that are less than five stories in height and designed with more modest-scaled footprints. In discussions and guidance for renovating aging shopping centers, staff has been advised to respect the surrounding context and have the intensity of new development step-down as it approaches neighboring properties.

Staff supports the idea of ground floor residential in these nodes and notes that, when designed well, such uses can appropriately blend with neighboring properties. This proposal unfortunately provides minimal design to activate the ground floor and no access or porch space along the residential units which is common when allowing these in commercial zones. Using a mix of housing options would also allow this project to set the groundwork for future development and opportunity. Lastly, there have been plans for the Greenway Network Plan expansion to the site, but the proposal does not show a viable future interconnection in this regard.

B. Compatibility with the Future Land Use Map

The 2023 Future Land Use Map designates the subject parcel as *General Business*, which is described as follows:

General Business
These are commercial areas that serve a variety of needs for the residents of the region. It is intended for small- and large-scale retailing and service uses that are auto-oriented, such as Atlanta Highway, Lexington Road and US 29 North. Pedestrian-oriented design is particularly appropriate when these streets contain neighborhood-shopping areas or are adjacent to multifamily housing or residential neighborhoods. Pedestrian circulation in these centers is a primary concern, therefore, connectivity within and to surrounding areas should be encouraged. Internal pedestrian walkways should be provided from the public right-of-way to the principal customer entrance of all principal buildings on the site. Walkways should connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building, store entry points, and plaza space. Walkways shall feature adjoining landscaped areas that contribute to the establishment or enhancement of community and public spaces. The street level facade of these areas should have a scale and architectural elements that relate to pedestrians. Buildings should be oriented to the street corridors which should be lined with street-trees. Small and medium scale retail stores should frame the streets with large-scale retailers located behind with focus given to pedestrian circulation rather than automobiles. Parking lots should not be located at the street front and shared parking should be encouraged.

The applicant states that this site is being proposed as a "Town Center" node reflecting the recent land use consideration provided by the Future Land Use Steering Committee, and they are seeking to use that framework as justification for the request. Staff does see opportunities for horizontal mixing of uses in nodal areas such as this, however those pieces should complement one another, whereas this proposal treats the uses separately. Horizontal mixed-use should also allow a business district to step into the surrounding community, but this design puts the largest-scale structures next to the adjacent single- and two-story dwellings.

This proposal could set-up the site to be designed with an interior axial corridor and contextually-appropriate residential and commercial development features. However, the location and massing of the residential structures on the site is out of scale for the adjacent neighborhoods, separating the residential and commercial uses, and appears to give the existing large-scale commercial structures a simple facelift instead of creating a business district. The proposal is also seeking to use the allowed residential density for the entire site in these two structures, without code or design improvements for over half of the site. While portions of the site are currently lease-restricted, the design could include an interior road network, with some residential development, while leaving opportunity for the future, and plan for the eventual renovation of the remaining commercial areas of the property. This would create a balanced business district for the neighborhood and surrounding area to blend housing and commercial opportunity to the location. The application mostly speaks to existing visibility from Jefferson Road; however, this focus does not consider the full extent of what the current Future Land Use Plan suggests. Designing an internal pedestrian and vehicle network that is supportive of a variety of uses would begin rebuilding new utility and value at the site and allow it to grow more organically for the area, without requiring drive-by visibility from the adjacent thoroughfare.

No change to the Future Land Use Map is required since the proposed use is compatible with the current designation.

C. Compatibility with the Zoning Map

The purpose of instituting a Planned Development, as found in Section 9-14-1 *Intent*, is as follows:

It is the intent of this district to encourage development of compatible land uses on a scale larger than that of individual small parcels. This district is designed to be an overlay appended to a residential, commercial, or industrial district to provide greater latitude with regard to the internal site planning considerations of a planned development. Individual uses and structures in a planned development need not comply with the specific building location, height, type, building size, lot size, and other space limits of the underlying basic district provided that the spirit and intent of such requirements are complied with in the total development plan approved for such project.

This proposal is not meeting the intent of implementing a planned development, and the request is largely seeking relief from ACC code requirements.

The applicant has requested a Planned Development in a C-G zone. The waivers requested are intended to support the proposed design of the site rather than asking for new opportunities or a unique mixing of uses. Additionally, the site and potential business district would benefit from meeting many of the standards that the applicant is looking to waive. Creating human-scale development on a relatively small development site such as this one would fit best with the surrounding uses and allow for new housing and business in an aging commercial center.

The Athens-Clarke County Zoning Ordinance includes a list of defined uses and designates where they can or cannot be established. For this request, the most noticeable difference between the current C-G zoning and the proposed C-G (PD) zoning is to remove multiple design standards that most C-G developments already follow.

D. Consistency with Other Adopted ACCGov Plans, Studies, or Programs

The Greenway Network Plan has a connection through or adjacent to this site. The proposal does not include a design for such an interconnection.

IV. Technical Assessment

A. Environment

The Arborist has reviewed the tree management plan and offered the following comments:

- *The Arborist recommends that the conserved canopy waiver be worked out during plans review. The administrative waiver of tree conservation is an iterative process requiring dialogue between the ACC Planning Department and applicant to find a solution meeting code.*
- *Project will be required to meet all requirements of the community tree management ordinance at time of plan review.*

B. Grading and Drainage

The Transportation & Public Works Department has reviewed the proposal and recommended approval

C. Water and Sewer Availability

The Public Utilities Department has reviewed the proposal and recommend approval with the following comments:

- *ACC water is available*
- *ACC sanitary sewer is available*
- *ACC water capacity is available*
- *ACC dry weather flow sewer capacity is available*
- *ACC wet weather flow sewer capacity is NOT available. A privately-designed, owned, and maintained sanitary sewer storage facility to retain sanitary sewer on site during wet weather conditions is required in order to serve the development with ACC sanitary sewer, or alternative solution as deemed acceptable by PUD Director*
- *Conflict currently exists with the proposed location of the onsite sewer storage facility and proposed tree planting. Trees must be located a minimum of 10' from the proposed sewer storage facility.*

D. Transportation

The Transportation & Public Works Department has reviewed the proposal, recommended approval and offered the following transportation-related comment:

- *Installing yellow paint on curb of Magnolia Blossom Way, should follow the standard TPW Policy process that does result in Mayor and Commission consideration/approval.*
- *This project's location on the outer region of the Loop along the Jefferson Rd - Prince Ave corridors present some significant barriers to a safe and connected access to a multi-modal transportation facility. The CSX railroad that parallels Jefferson and the Loop 10 interchange are physical barriers that make travel on foot, bike, or other micro-mobility device difficult due to lack of consistent, dedicated facilities for these modes across these features. ACC's Greenway trail network plan identifies the Normaltown connector on the north side of SR129 that would provide a dedicated facility to be able to safely navigate this barrier.*
- *Other activities around this project location that ACC TPW will be coordinating with is a GDOT project currently under concept development that will be making improvements to the signalized intersection of SR129 and Homewood Hills Dr. TPW will work to collaborate with GDOT to improve multimodal connectivity in this area.*

E. Fire Protection

The Fire Marshal has reviewed the proposal, recommended approval and offered the following comments:

- *The Fire Marshal's Office has reviewed the proposed development at 2415 Jefferson Road (Homewood Village) and finds that the site provides adequate access for emergency response without negatively impacting response times or routing. However, the increase in bedrooms may contribute to a higher call volume in the area. The site has an adequate firefighting water supply of 1,900 gallons per minute at average flow, and hydrant placement will be coordinated with the developer. Due to the size and use of the proposed structures, fire protection systems will be required, including fire sprinklers, a fire alarm system, and standpipes. A fire department connection (FDC) must also be located in a remote, accessible, and visible location, with riser rooms and FDC placement to be coordinated during further plan review. The corridor between the buildings would be classified as an aerial access road, requiring no overhead obstructions, including the string lights shown on the plan. This can be addressed during the plan review process.*

V. Compliance with the Zoning Ordinance and Development Standards

A Planned Development designation is intended to encourage development of compatible land uses on a scale larger than that of individual small parcels. This designation can be used to request waivers to the typically required development standards in an effort to provide design flexibility to account for special circumstances unique to the design or the development site, as long as the proposal meets the spirit and intent of the code and Comprehensive Plan. Planned Development requests include a binding application report, site plan, and architectural elevations in an effort to guarantee to the community that what is proposed will be constructed if approved. All exemptions to the zoning and development standards must be identified in the application prior to approval of a binding proposal since the development will otherwise be expected to adhere to the applicable ordinance standards.

Concerns:

- This site and project could set the stage for significant redevelopment in an underutilized space, but the proposal is limited to two large buildings & eight townhomes surrounded by surface parking near a large commercial structure with existing surface parking.
- The phasing of the proposal gives no assurance that anything beyond the residential component and restaurant will be constructed. The applicant is focusing on one portion of the site at this time, and is proposing to use all of the residential yield from the total property acreage in that one area. This development approach is allowed by-right or through a simpler SUP, and does not need Planned Development approval to accomplish.
- The applicant does not propose to meet design requirements for over half the site, but is using the density for the full acreage.
- The residential portion requires 374 parking spaces + spaces for 6,000 sq. ft. of commercial, but only proposes 284 spaces and has stated that the other adjacent parking is under lease and restricted. The result is a deficiency of at least 90 parking spaces. A reduction in units to accommodate residents is advised, or a commitment to structured parking which would allow the proposed residences to meet functional parking realities.
- Breaking up of parking areas and providing pedestrian circulation as required in Sec. 9-25-8.C. needs attention.
- Front entry porch areas are required for residential developments in Commercial zones facing a street, applicant shall incorporate these for units abutting the interior road (shown on plans with parallel on-street parking).
- 8% of the area is required for recreation, please demonstrate compliance with code section 9-25-8 C. 7. a.
- Parking lot buffering needs to be shown.
- Creating a mixed-use business district, especially when requesting waivers or using the planned development process, needs to bring additional community benefit. One opportunity is to design to the urban standards in 9-10-6 or at least consider some of those options to create a neighborhood within an urban environment.

Requested Waivers

1. *Waiver from Section 8-7-15 – A waiver from required minimum 10% conserved tree canopy to be reduced to 4%.*

   Applicant's Purpose: The project site is predominantly asphalt and the existing stormwater facility which includes much of the canopy needs to be rebuilt and modernized.

   Staff Analysis: The applicant states that due to existing paved areas of the site and the type and location of the remaining canopy that additional clearing is necessary to modernize the stormwater facility. Staff agrees that the site is limited for viable tree conservation and that the volunteer growth in the existing stormwater area should be addressed. Conserved canopy waivers, when allowed, work with an applicant to go above and beyond planting minimums, use larger sized trees and often trees of better benefit to the community, only one of those is being proposed and in a smaller fashion than typical. Staff does not support this waiver as currently requested.

2. *Waiver from Section 9-10-2. L(1) – A waiver from the requirement that residential units must be on the second floor and above or in the basement.*

   Applicant's Purpose: To separate the residential and existing, retained commercial.

   Staff Analysis: Staff sees opportunities for horizontal mixed use or vertical mixed use as existing commercial sites and corridors are redeveloped. However, an integrated program for those uses is needed that provides more consideration to the ground floor of the residential units. There is little differentiation from the first floor residential and remaining stories. In other urban environments in Athens-Clarke County, ground floor residential has been demarcated with additional attention and even provided outdoor space for a tenant and softened the transition to the units. Staff suggests referencing ACC's downtown design standards in sec. 9-10-6 as they address the defining characteristics that are expected as a community benefit in order to justify a waiver. Staff does not support this waiver in its currently designed form.

3. *Waiver from Section 9-25-8 C. 3. – A waiver from the maximum block size of 3 acres.*

   Applicant's Purpose: Maintain existing retail and work with topography on site.

   Staff Analysis: The site constraints are a challenge, but also an opportunity. The proposal places a large footprint for two buildings, limited commercial and 8 townhomes surrounded by surface parking and connects to the existing surface lot. In looking at revitalizing aging commercial areas, Staff encourages a framework for a neighborhood business district with manageable blocks, exterior facing units (when feasible) and transitions into surrounding neighborhoods. This layout places two, five-story structures adjacent to one and two-story residences as well as a lot of parking between the surrounding neighborhood and the commercial space. This proposal has the ability to set the business district up for future infill with a guiding internal street network rather than treating the uses as completely separate and disconnected. Staff does not support this waiver.

4. *Waiver from Section 9-25-8. F. 1 a & b – Additional Standards for Large Scale Developments– A waiver from the requirement for buildings to be less than 300' in length and provided curb, sidewalks and street trees.*

   Applicant's Purpose: Allow existing commercial to remain with minimal updates.

   Staff Analysis: The applicant is requesting a waiver from these code sections to be applied to the existing retail spaces that are to remain. Staff supports working with the ownership to maintain some retail on site, but the current proposal does not adequately address the design standards associated with commercial developments of this sort. The applicant is proposing to remove the

business district-scaled retail and keep the large-scale tenant spaces. Staff understands that the current lease situation provides some limitations. However, these leasing realities have been agreed upon by the ownership and, if appropriate design considerations cannot be incorporated at this time as a result, then possibly this location is not yet right for redevelopment. The applicant has also stated that the remaining commercial structures will receive façade improvements, and such investment suggests that these structures will not be changed anytime soon. As designed, the residential and commercial uses do not cohesively mix and both are at a scale that does not suggest pedestrian friendliness or attention to the surrounding neighborhoods. Staff does not support this waiver.

5. *Waiver from Section 9-25-8. F. 4 a – Parking Standards between building and street.*

   Applicant's Purpose: Due to topography, amount of street frontages and existing parking, it is difficult to meet this standard.

   Staff Analysis: Staff seeks to work with the applicant on the existing parking to address topographic challenges, however there are additional design solutions to minimize this request that are not being pursued. Staff also understands that a major factor on this site is the challenge of relocating the Georgia Power transmission line that runs through the center of the property. This fact appears to show that a swath of the property will never be developed for anything other than roads, parking or possibly open space. If that is not going to be addressed, the applicant should seek to best maximize that space and build around it, rather than address it. Staff does not support this waiver.

6. *Waiver from Section 9-30-2 - Parking Spaces Required.*

   Applicant's Purpose: Reduce the required parking amount due to the mix of uses.

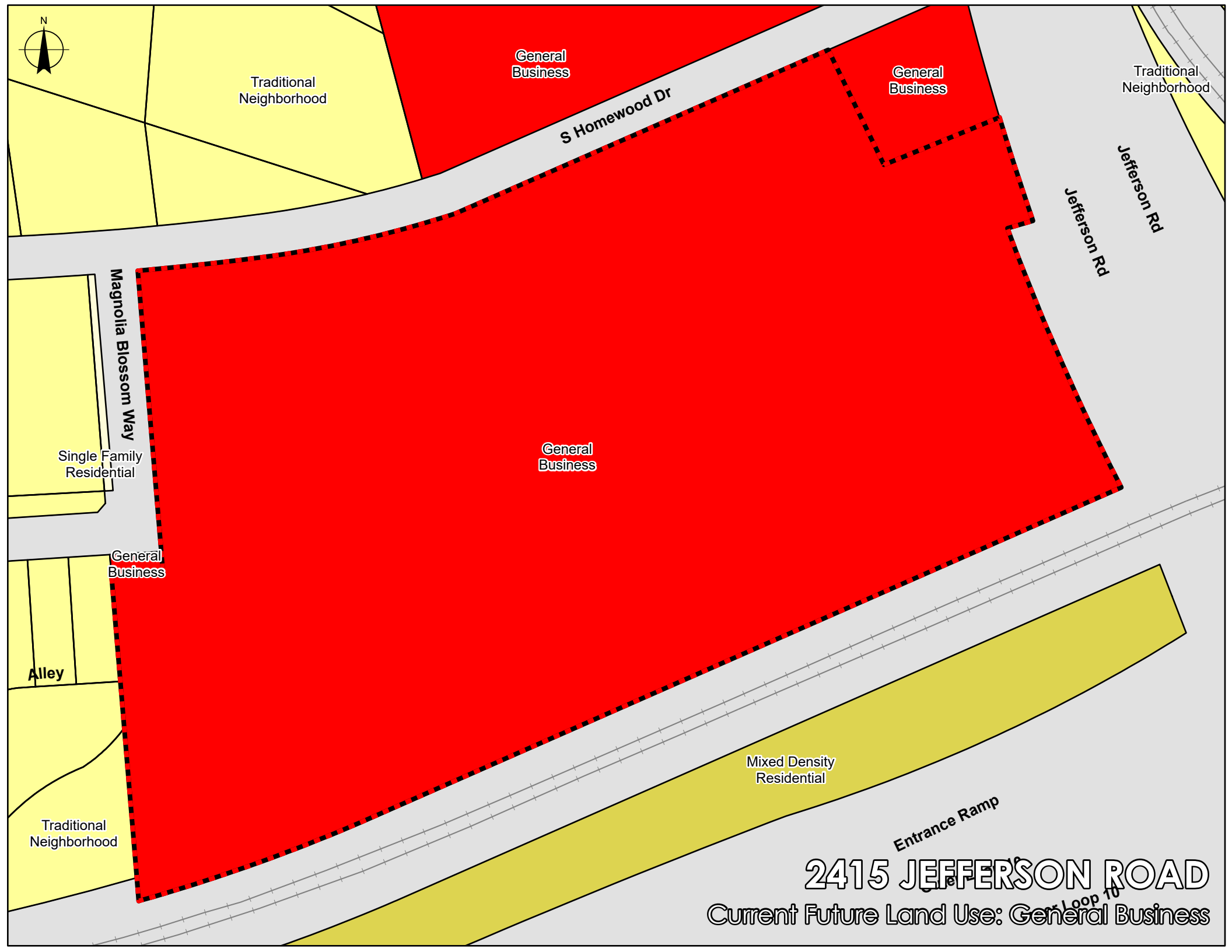
   Staff Analysis: The application report and plans show conflicting information about shared use facilities. They have supplied a shared parking exhibit that uses figures across the site including spaces in areas they state are off limits due to existing leases. The new uses added to the development include the residential space, 2 retail spaces and relocated restaurant. Those uses require 484 spaces; however, the project only proposes 295 spaces outside of the restricted area. Staff would like to see considerations for actual shared use, but the applicant contends that a bulk of the surface parking is off limits. Lastly, as noted by the Transportation and Public Works department, the project sits across an overpass with limited transportation options to head toward town, UGA Health Sciences campus or other job opportunities and daily needs. Staff does not support this waiver.

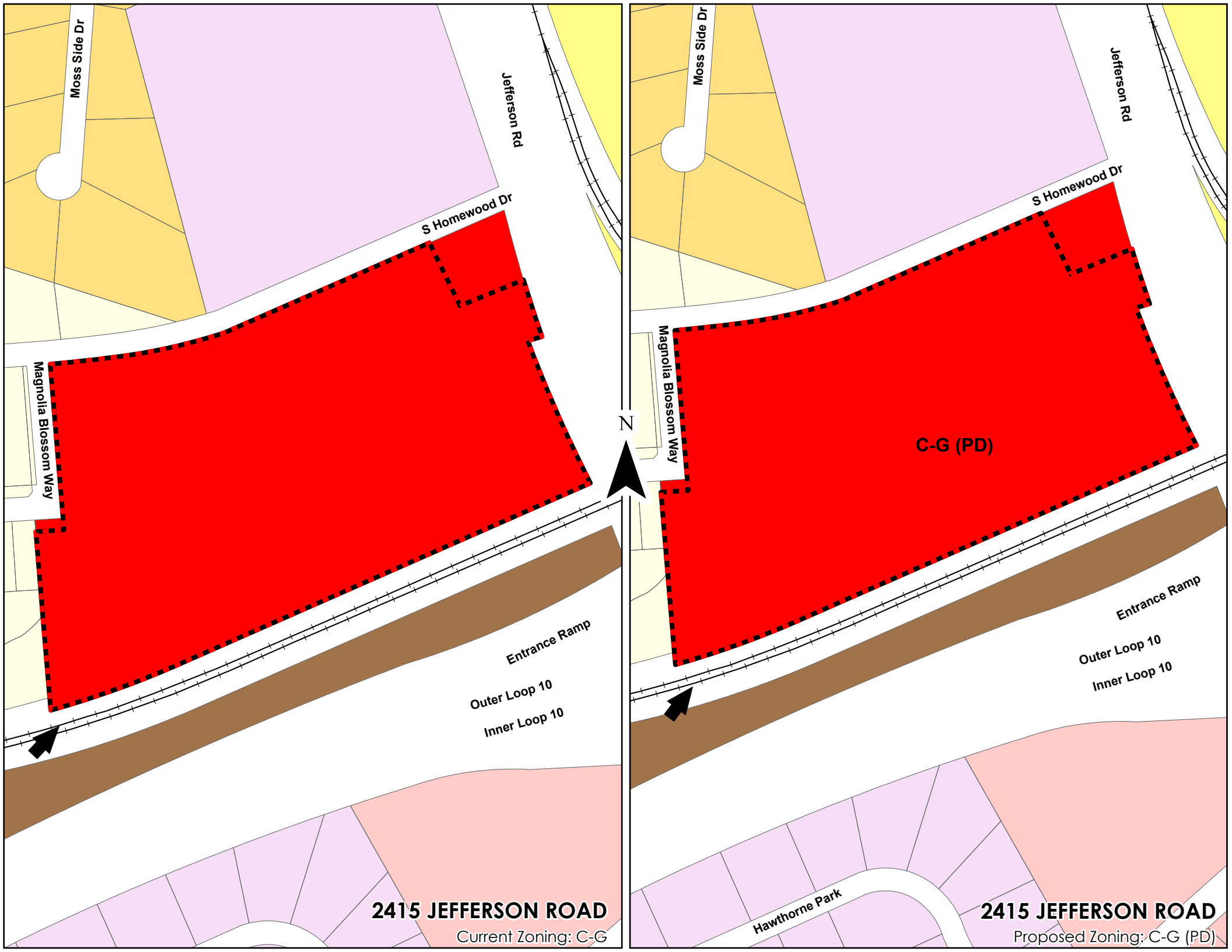
End of Staff Report.

Reviewed Zoning Criteria Considered by Staff

The following factors have been considered as set forth in Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322, 232 S.E.2d 830 (1977).

Reviewed	
☒	The proposed zoning action conforms to the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.
☒	The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.
☒	The proposal will not adversely affect the balance of land uses in Athens-Clarke County.
☒	The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures.
☒	The existing land use pattern surrounding the property in issue.
☒	The possible creation of an isolated district unrelated to adjacent and nearby districts.
☒	The aesthetic effect of existing and future use of the property as it relates to the surrounding area.
☒	Whether the proposed zoning action will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
☒	Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if zoned as requested will not alone constitute a significant detriment.
☒	Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.
☒	Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.
☒	The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.
☒	The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.


N
Traditional Neighborhood
General Business
S Homewood Dr
General Business
Traditional Neighborhood
Jefferson Rd
Jefferson Rd
Magnolia Blossom Way
Single Family Residential
General Business
General Business
Alley
Traditional Neighborhood
Mixed Density Residential
Entrance Ramp
2415 JEFFERSON ROAD
Current Future Land Use: General Business


Moss Side Dr
Jefferson Rd
S Homewood Dr
Magnolia Blossom Way
N
Entrance Ramp
Outer Loop 10
Inner Loop 10
2415 JEFFERSON ROAD
Current Zoning: C-G
Moss Side Dr
Jefferson Rd
S Homewood Dr
Magnolia Blossom Way
C-G (PD)
Entrance Ramp
Outer Loop 10
Inner Loop 10
Hawthorne Park
2415 JEFFERSON ROAD
Proposed Zoning: C-G (PD)

Master Planned Development Report

August 1st, 2025
Revised October 3rd, 2025

Homewood Village

Athens, Georgia



*Report modifications are indicated in blue text.

The following changes have been made to the zoning proposal:

1. Realignment of the western driveway for better circulation and flow.
2. Redesign of the façade of the first two stories of Building 100 and 200 into townhome-like residential units that provide street level entry to individual units.
3. Request to paint yellow curb in front of townhomes along Magnolia Blossom Way to address neighbors' concerns about on-street parking
4. Proposed zoning condition stipulating a reimbursement to the Magnolia Blossom Way HOA for removal of the wooden fence, to be paid prior to issuance of LDP for Phase 1 Townhome construction. Reimbursement not to exceed $20,000.

Additionally, the following Exhibits, Documents & References have been provided in the Appendix or Submittal Package:

- Site Improvements Tabulation
- Proposed Building Heights Exhibits
- Updated Building Elevations & Renderings
- Shared Parking Exhibit
- Shared Parking Calculations
- Tree Coverage Exhibit
- Tax Value Per Acre Tabulation
- Support Petition

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Introduction

The proposed redevelopment at 2415 Jefferson Road is a phased, mixed-use project designed to revitalize an aging retail plaza through strategic site redesign and the introduction of new multi-family housing and single-family attached housing. The project will include reactivated sidewalks, revitalized retail and improved pedestrian connectivity. Residential units will be located at the rear of the site, addressing housing demand near the new UGA Health Sciences Campus and expanding Medical District. and providing a built-in customer base for retail. This redevelopment supports Athens-Clarke County's (A-CC) goals for infill development, improved land use efficiency, and sustainable economic growth. The 15.952-acre site is proposed to be developed multiple phases detailed below.

Phased Schedule – Homewood Village

The redevelopment of Homewood Village will be executed in two phases, designed to accommodate existing lease obligations while enabling incremental improvements that advance the site's transformation into a mixed-use, walkable environment.

Phase 1A – Façade Renovations & Parking Lot Enhancements (Estimated: Q3 2026)

- Exterior renovations to the remaining commercial structures to visually and functionally integrate with the new development
- Milling, overlay, and re-striping of the existing parking lot to improve surface quality, circulation, and aesthetics
- Installation of new landscaping islands, tree planting, upgraded lighting, and enhanced pedestrian circulation around retail areas
- Transit stop improvements in coordination with A-CC Transit
- Preparation work for retail tenant relocation in subsequent phases

Phase 1B – Retail Reconfiguration, La Parrilla Relocation & Outparcel Improvements (Estimated: Q3 2026 – Q1 2027)

- Demolition of select rear retail spaces that are currently vacant or underutilized
- Relocation of La Parrilla (included in the Planned Development) to the existing outparcel building at the north end of the retail center, including full renovation of the structure to support its ongoing operation in a higher visibility location
- Demolition and cleanup of the former Chevron site (outside the PD boundary), with the intent to replace it with a new commercial use to strengthen the corridor's appearance and activate the site's northern edge
- Continued site work and infrastructure preparation to support future residential construction
- Ongoing pedestrian and landscape upgrades along primary circulation routes

Phase 1C – Residential & Mixed-Use Development with Plaza Construction (Estimated: Q4 2026–Q3 2028)

- Vertical construction of two five-story multifamily residential buildings totaling 234 units (382 beds), each featuring ground-floor retail and integrated public space
- The northern building will include approximately 2,000 square feet of ground-floor retail opening directly onto a 29,000-square-foot plaza and amphitheater, designed as a central public gathering space for events, performances, and daily community activity
- The southern building will include approximately 4,000 square feet of ground-floor retail opening onto an 8,000-square-foot plaza, providing an intimate, flexible space for outdoor dining, markets, and small gatherings
- Development of 8 townhomes that front Magnolia Blossom way as an opportunity to step the scale from the single-family housing to the town center.
- Development of shared residential amenities, including a leasing center, fitness and wellness spaces, interior courtyards, and community lounges
- Completion of the central “main street” corridor between the buildings, featuring parallel parking, enhanced sidewalks, street trees, decorative lighting, and pedestrian-scale design that fosters a walkable, vibrant environment
- Permanent closure of the Magnolia Blossom Way entrance to vehicular traffic (except emergency vehicles), with conversion of this connection into a pedestrian- and bicycle-prioritized access point, including new sidewalks, street trees, and connectivity to the internal network
- Implementation of utility and stormwater infrastructure improvements, including a timed-release sewer solutions in coordination with A-CC PUD
- Final pedestrian and bicycle circulation improvements to unify the site and promote future connections to the Greenway Trail network

Potential Future Phase 2 – Long-Term Mixed-Use Redevelopment Vision (Non-Binding)

While the binding portion of the Planned Development application concludes with the construction of the multifamily buildings and plaza spaces in Phase 1C, a potential Phase 2 is included for illustrative purposes to demonstrate how the eastern portion of the site may continue to evolve once existing leases expire and redevelopment opportunities become viable. This conceptual phase is non-binding, but establishes a framework for long-term planning and growth aligned with the Town Center vision. As shown in the most recent density study (Scheme "N"), Phase 2 envisions the redevelopment of the right-hand side of the property with a continued emphasis on walkable mixed-use development, enhanced public space, and structured parking. Concept elements include:

- Demolition of part of the remaining 92,000-sf of existing retail, selectively removing underutilized space to open up the site and support a more integrated development pattern

- Addition of two new retail/restaurant buildings totaling approximately 21,750 square feet, positioned along the internal spine road to frame the public realm and create active ground-level uses that support a vibrant streetscape
- Construction of a 300-space parking deck along Jefferson Road, enhancing parking efficiency and enabling recruitment of high-quality retail tenants who require dedicated parking visibility and convenience
- Renovation of approximately 47,000 square feet of existing retail, with updated façades, signage, and connectivity improvements that visually and functionally tie into the adjacent plazas, residential buildings, and future open spaces
- Angled parking along the spine road, continuing the town center design aesthetic and reinforcing the pedestrian-oriented character of the corridor
- Incorporation of a mountable island between the four future-oriented retail buildings, serving dual purposes of slowing traffic and improving pedestrian circulation, while also introducing landscaping and human-scaled design elements
- Expanded pedestrian pathways and bicycle infrastructure to promote non-vehicular movement across the site and strengthen connections to future greenway alignments

This potential future phase provides a compelling vision for how the eastern half of the site can mature over time into a complete town center node, aligning with Athens-Clarke County's goals for walkability, infill development, and strategic reinvestment in legacy commercial corridors.

Refer to the appendix for non-binding conceptual layouts detailing the abovementioned phases.

Site History and Current Use

The subject property at 2415 Jefferson Road, located at the intersection of Jefferson Road and Homewood Drive, is a 15.952-acre parcel currently zoned C-G. Originally developed in the early 1970s as a retail shopping plaza, the site has experienced ongoing vacancy challenges—particularly in the rear portions of the plaza that are furthest from Jefferson Road and suffer from limited visibility. 41,000-sf of existing 138,000-sf retail space is currently vacant. Of the proposed 46,000-sf of demo, 33,000-sf is currently vacant.

Despite multiple renovations and additions over the decades, these deeper areas of the site remain difficult to lease, resulting in persistent vacancies that negatively impact the functionality, appearance, and overall safety of the center. Vacant spaces have contributed to minimal foot traffic, a lack of activation, and issues with loitering that detract from the retail experience.

Zoning and Future Land Use

The subject parcel is currently zoned C-G (Commercial General). A variety of uses are permitted within the designated zone including the current uses as well as the proposed Multi-Family Residential.

At the time of this application, the Future Land Use (FLU) for the parcel is General Business, therefore the application has been prepared in consideration of meeting the General Business FLU guidance. Both the existing site and the proposed redevelopment meet the character requirements of the FLU designation.

Additionally, the applicant has been made aware of the potential upcoming changes to the Future Land Use Map. A-CC has approved a Growth Concept Map that indicates a future Town Center designation for this area. The definition of Town Center as described by planning staff is as follows:

"These areas are envisioned to be developed and re-developed centers that have a mix of uses including residential, commercial, office, and entertainment where people can live, work, and play. These centers will have the mid-level intensity of areas like Beechwood Shopping Center, based on the character of the surrounding neighborhood. These nodes will be designed for walking, biking, and transit access. Parking will be handled at the district level, providing an environment where people can park once and access all of their destinations on foot. Multi-story buildings are expected to be oriented towards the street; however, the edges of nodes should be designed to transition to the surrounding neighborhood. Nodes will be designed as compact, walkable spaces with dedicated open space, a functional grid system, and a prioritization on multi-model transit. Nodes should have design standards to create and respect a cohesive character for each center. Auto-oriented uses are not included in this designation."

While the specific parcels proposed to receive this FLU designation have not yet been finalized or established, we understand the 15.952-AC subject parcel is one of the parcels proposed to receive this designation, but the applicant assumes it is not the only parcel on this corridor to encompass a Town Center character.

While the proposed redevelopment represents a much needed step toward realizing the long-term vision articulated in the Future Town Center designation, this parcel alone features significant limitations to fulfilling those goals:

1. Approximately 55% of the site perimeter is land-locked by the bypass loop, active railroad, and restricted access State Route (**Figure 1**). This configuration precludes the future possibility of a meaningful "functional grid system" of streets and inter-parcel access desired be the Town Center FLU.

2. In comparison to the Beechwood Shopping Center cited in the Town Center definition, the 15.952-AC site is relatively small compared to the 42-AC of interconnected parcels and uses of the Beechwood Center (not counting outparcels).
3. Topography. There exists a 70-FT elevation drop from northeast to southwest of the parcel. The majority of the site sits an average of 15-ft below the bypass, State Route, and Homewood Drive.

However, assuming that the Homewood Shopping Center is one parcel among others adjacent parcels on the corridor and neighborhood that will, in time, achieve this character is plausible. In that regard, the proposed redevelopment contributes:

- mix of uses including residential, commercial, office, and entertainment
- mid-level intensity
- Multi-story buildings are expected to be oriented towards the street (proposed internal streets)
- Walkable spaces with dedicated open space
- These nodes will be designed for walking, biking (dependent on long term Proposed Greenway Trail Network, see **Figure 2**.)
- transit access (dependent on transit growth. Currently A-CC Transit identifies this node as a low propensity node and corridor. See **Figure 3**).



Figure 1. Parcel Perimeter Restricted Access

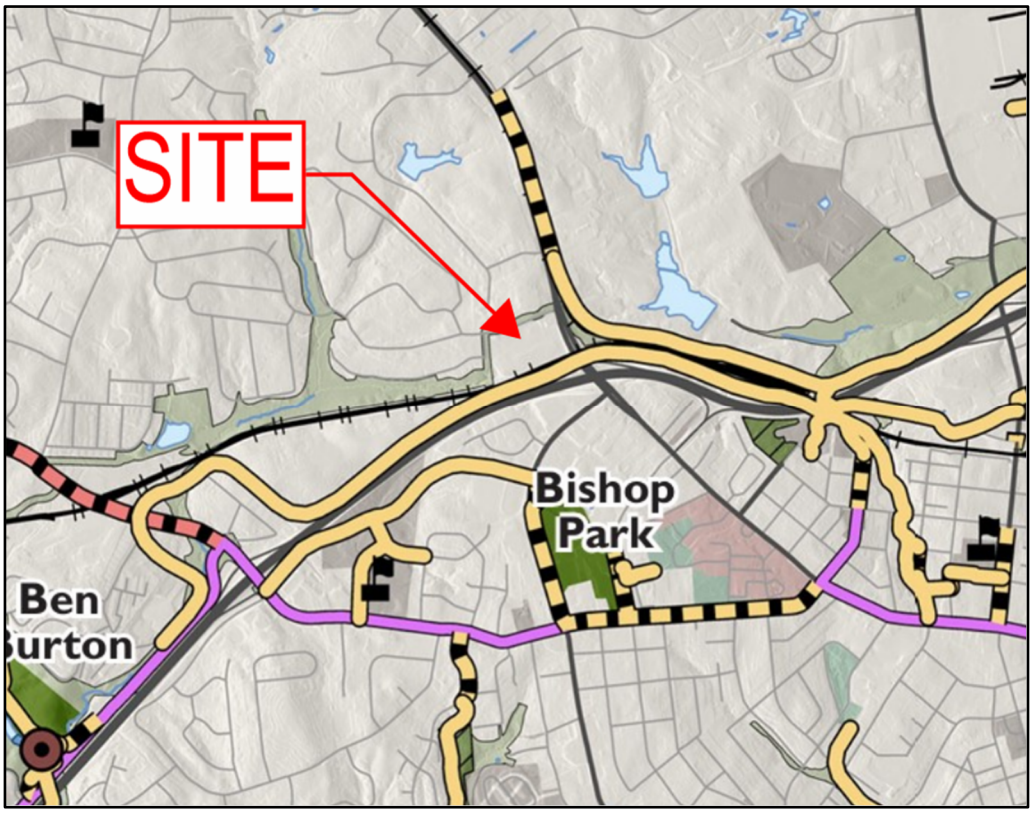


Figure 2. Proposed (Yellow) Greenway Trail

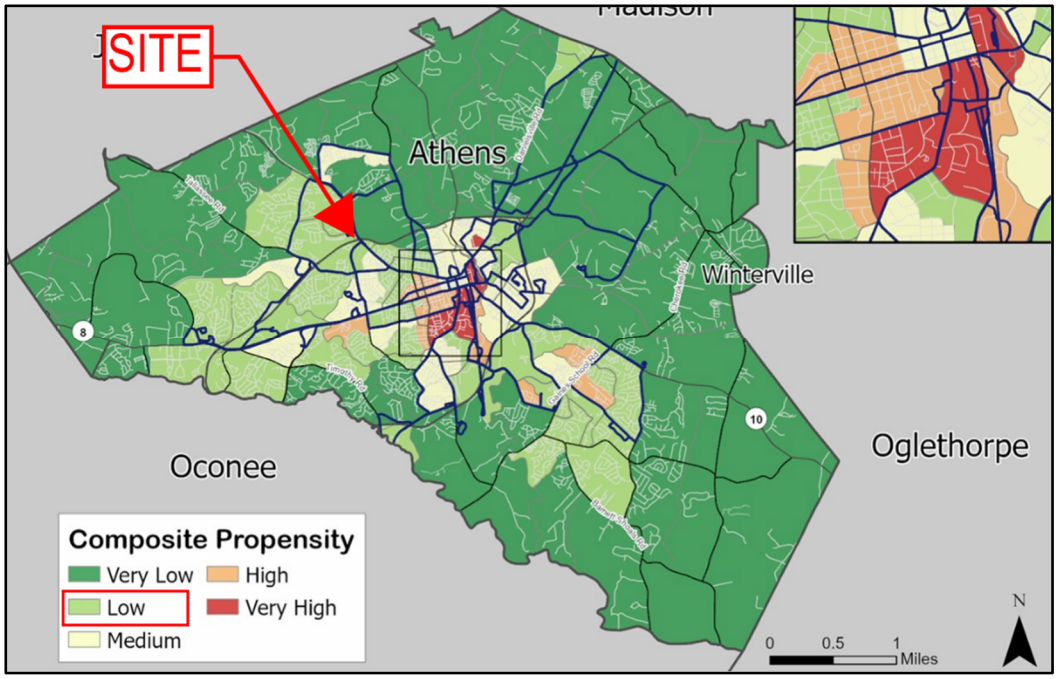


Figure 3. Transit Propensity Low (Light Green)

Site Constraints

In the short-term, there are additional constraints related to existing long-term lease obligations that preclude full-scale redevelopment at this time (See **Figure 4**). These constraints relate to parking, access, deliveries and more. An incremental phased redevelopment provides immediate improvements that will encourage the overall revitalization and redevelopment of the parcel, in conjunction with other adjacent parcels to the north to achieve the desired Town Center characteristics.



Figure 4. Portion of the Site With Long-Term Lease Obligations & Restrictions

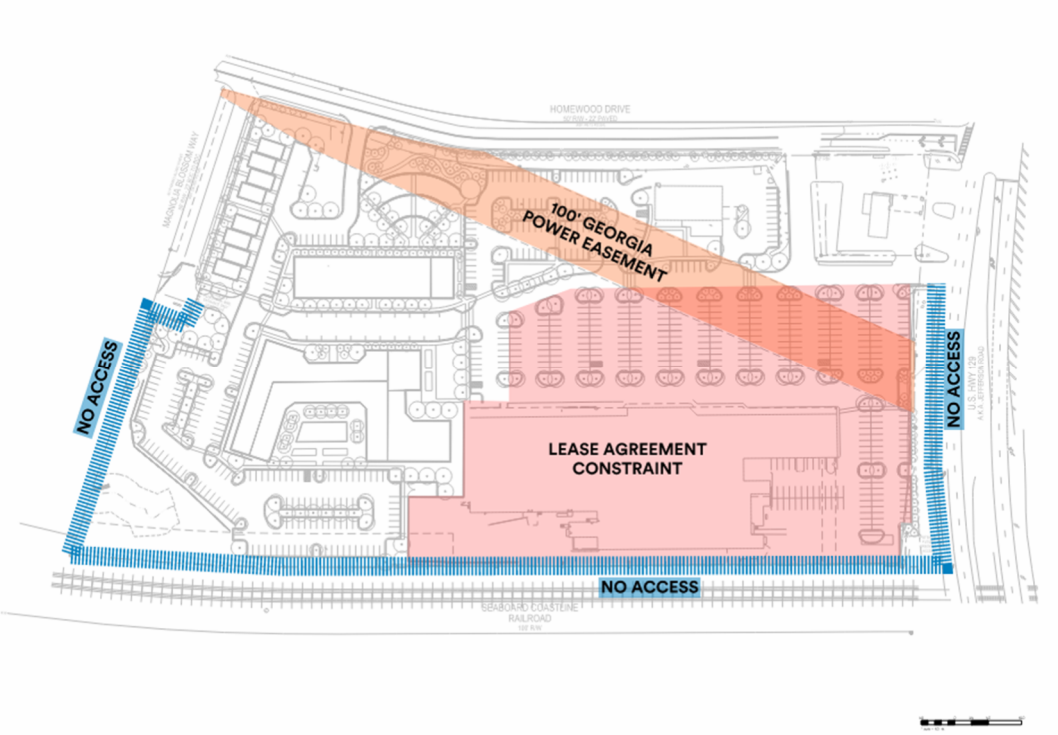


Figure 5. Site Constraints

As previously noted, this project and parcel alone are not sufficient to fulfil the Town Center goals, the project nonetheless introduces key elements of the town center framework and lays the groundwork for future transformation.

Most notably, the addition of multi-family housing directly aligns with the land use vision of creating a balanced mix of residential, commercial, office, and entertainment uses. Integrating housing on the site supports the "live, work, and play" objective while also increasing the resident population needed to support walkable retail, local services, and transit usage in the future.

The project also significantly enhances the site's physical form and public realm in ways that embrace the town center's design principles. New pedestrian circulation paths and green space improve walkability and provide welcoming, human-scaled outdoor areas. Transit amenities, such as designated shelters or enhanced connections to existing transit routes, directly support the goal of prioritizing multi-modal access.

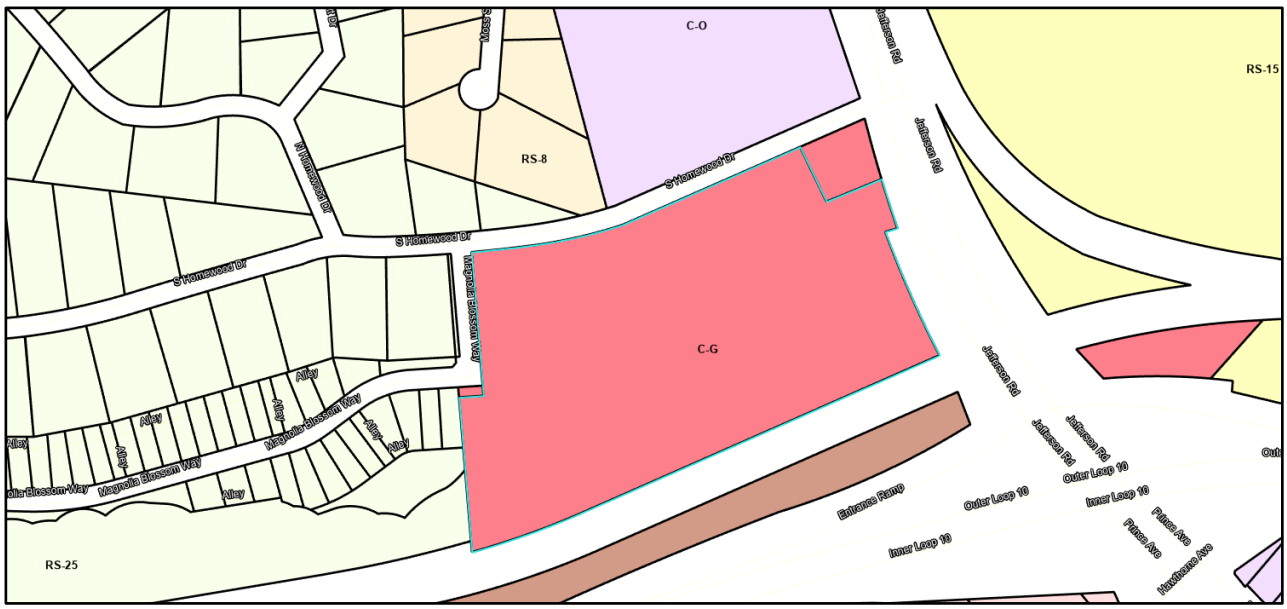
The site currently receives a 34/100 Walk Score and 27/100 Bike Score according to Walkscore.com. So while auto-oriented uses remain in parts of the property – and will likely remain for years to come on account of a very limited sidewalks in the surrounding neighborhoods, location along the bypass, and frontage on a 4-lane split median State Route, the proposed improvements and additional housing

encourage walkability and bicycle usage to better engage the surroundings of the property. For example, Magnolia Blossom Way currently looks to the rear of a largely vacant strip center and provides no sidewalk connectivity to residents of Magnolia Blossom Way but the proposed development would extend a streetscape and sidewalk to more coherently connect the streets and neighborhood.

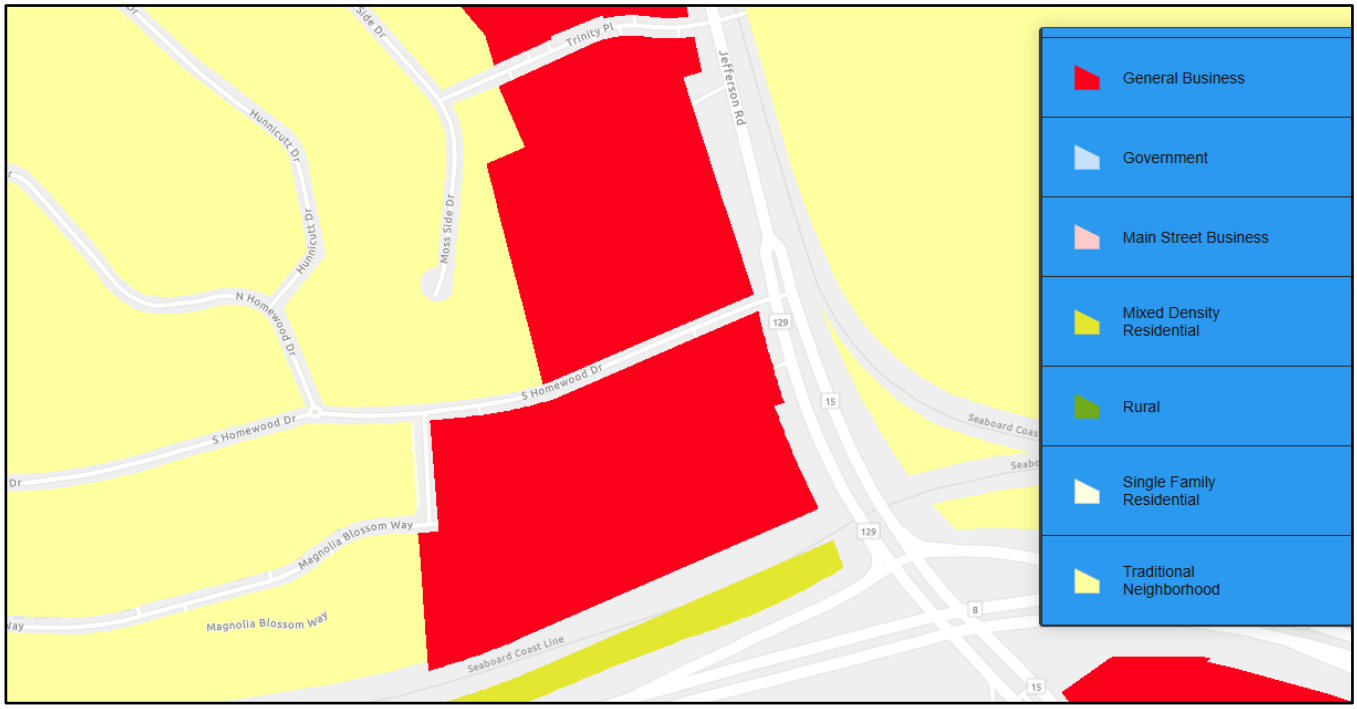


Figure 6. Magnolia Blossom Way view of subject site

The proposed redevelopment is not the culmination of the Town Center vision—but it is a deliberate and meaningful step in that direction and reflects a practical, incremental strategy that aligns with long-term goals while respecting the site's current constraints.



Zoning Map – C-G



Future Land Use Map – General Business

Proposed Use & Benefits to the Community

The proposed redevelopment aims to address the longstanding issues through a strategic reduction in overall retail square footage and the introduction of a multi-family residential component. This residential development will be located where traditional larger retail spaces have underperformed. Instead, the residential structures will house more neighborhood scale commercial in portions of the ground floor.

In addition to improving land use efficiency, the proposed redevelopment will deliver several critical benefits:

Support for Local Institutions: The residential component will help serve housing demand generated by the UGA Health Sciences Campus and hospitals in the area, offering convenient, nearby options for healthcare workers and other staff.

Improved Public Safety: By eliminating vacant, inactive retail space, the development will reduce opportunities for loitering and enhance the sense of safety and order across the site.

Stronger Retail Environment: A consistent base of nearby residents will support remaining retail tenants and allow the plaza to focus on attracting higher-quality commercial uses. The addition of more neighborhood scale commercial nearest the multi-family will provide a diverse retail experience.

Enhanced Site Design: A reduced and modernized retail footprint, along with planned façade improvements, will revitalize the property and better align with the expectations of today's consumers and community members.

This proposal represents a forward-looking reinvestment in a legacy commercial site that has struggled to perform under its existing configuration. By introducing complementary residential use and improving the remaining retail experience, the redevelopment will better serve the needs of both the immediate community and the region as a whole.

Architecture

Athens Homewood Village is a proposed multifamily residential development designed to provide high-quality, market-rate housing geared toward a post-undergraduate demographic. The multi-family portion of the project will include a total of 358 beds across 225 units, offered in a mix of one- and two-bedroom layouts. Additionally, eight townhomes will flank Magnolia Blossom Way, each having three bedrooms.

The development will consist of two five-story, wood-framed apartment buildings. Building 1, located along the southern edge of the site adjacent to the railroad tracks, will feature a vibrant outdoor pool courtyard and serve as the hub for shared amenities, including the leasing office, fitness center, and other resident-oriented spaces. Building 1 will also contain 4,000 square feet of neighborhood scale, ground-floor retail that will activate and enhance the plaza space. Building 2, positioned to the north will be smaller in scale and have more immediate access to the public amphitheater/plaza that will double as the building's passive recreation area. Building 2 will also contain 2,000 square feet of ground-floor retail adjacent to the public plaza.

A variety of interior and exterior amenity spaces will support resident well-being, with areas designated for leisure, social interaction, and academic use. The design promotes an active, community-oriented lifestyle.

Surface parking will be provided throughout the site, with some shared parking areas serving both the residential and existing retail uses. These shared spaces will be managed in accordance with applicable rights and agreements to ensure appropriate usage across both components.

The project's architectural character will reflect contemporary multifamily residential trends and align with the surrounding context. Exterior materials will include cementitious lap siding and cementitious panel systems, complemented by a mix of full-depth and Juliet balconies. Ground floor architectural materials will be brick to better align with surrounding neighborhood context. Final finishes and color schemes will be selected to harmonize with other recent developments in the area.

A central "main street"–style drive aisle will run between the two residential buildings, incorporating parallel on-street parking, pedestrian-friendly paving, street trees, decorative lighting, and landscaping to create a vibrant, walkable environment. Adjacent to this corridor will be an approximately +/-29,000-square-foot public plaza, enhancing outdoor gathering opportunities and promoting a mixed-use atmosphere.

The construction of Athens Homewood Village will require the partial demolition of an existing retail structure located west of the existing Dollar General. However, a portion of the existing retail space will remain and undergo exterior renovations to visually and functionally integrate it with the new residential components—creating a cohesive mixed-use environment that connects living, shopping, and gathering in one development.

Parking and Circulation

The existing site contains 639 parking spaces, a surplus of the required 437-500-spaces. Based on the proposed redevelopment, which includes a reduced retail footprint and the addition of 382 residential beds, approximately 633 spaces will be provided. This is short of the 769 spaces required by code and a parking waiver will be requested to address the shortfall.

While shared parking will be used in parts of the site to improve efficiency, flexibility is limited in areas where the largest retail tenant retains exclusive parking rights under an existing lease. These allocations cannot be modified at this time. See appendices for shared parking analysis and map.

Circulation throughout the site will be improved to support both vehicular and pedestrian access. (See **Figure 6**). Enhancements will focus on the relationship between the multi-family residential area, the central plaza, and the retail uses. New internal connections and pedestrian pathways will strengthen overall site access and help establish a framework for a more walkable, town center-style environment over time. Access paths are provided for future greenway connection.

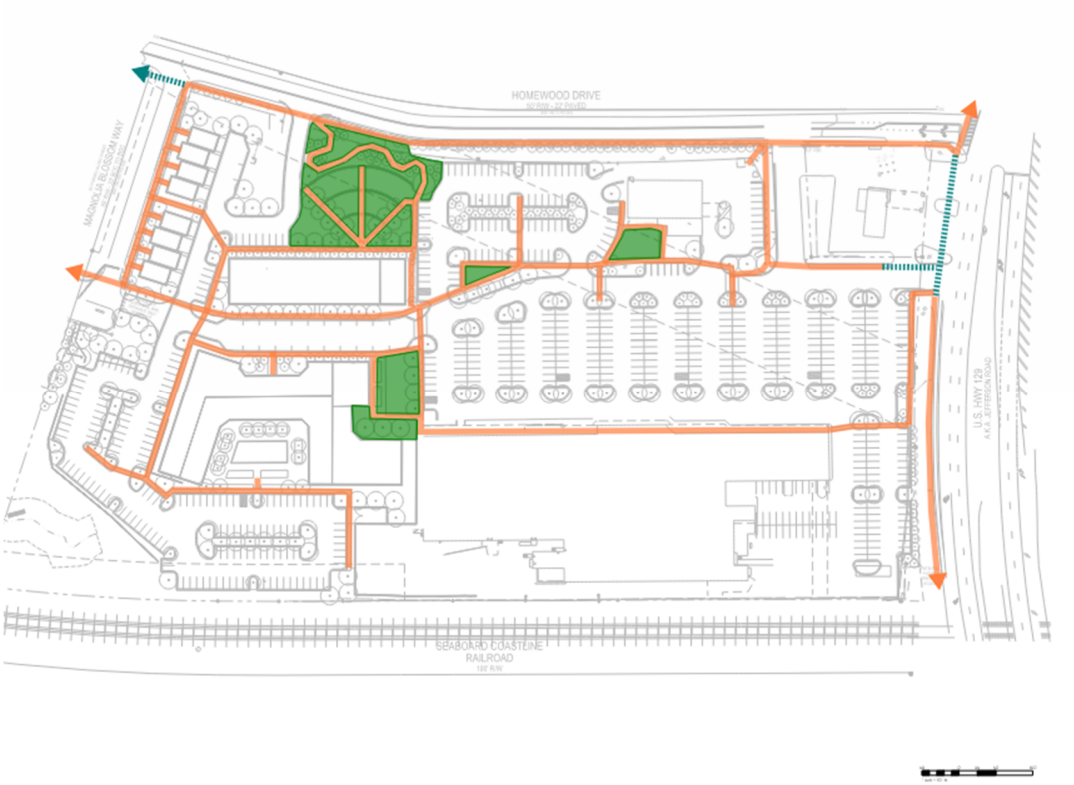


Figure 6. Pedestrian Circulation

Transit

Transit currently serves the Homewood Shopping Center 7 days a week and evenings. During Plans Review, the applicant will work with A-CC Transit to incorporate any required improvements to the site's

transit stop. While currently a low-propensity site for transit, the future development of the medical school just south along Prince Avenue provides a desirable live/work transit option for future residents of the project and surrounding neighborhood. With the redevelopment, the site density, lighting and safety improvements will make the Homewood transit stop more appealing.

Traffic

A Traffic Impact Study (TIS) has been prepared and included in the application for A-CC Transportation to review. The project team has meet with the Georgia Department of Transportation (GDOT) and A-CC Transportation to review the study findings. The TIS includes an analysis of traffic demand, traffic safety and traffic movements and the applicant will work with GDOT and A-CCTPW to incorporate improvements, as needed.

Three community meetings were held to receive feedback from local residents. One concern of local residents was the impact of traffic. See below for future build level of service. All levels are A or B with the exception of the main entrance on Homewood Drive. This entrance remains a levels C after development. It has been determined by this traffic study there is no significant traffic impact is occurring due to the suggested redevelopment and the travel time added is no more than two seconds during peak hours.

Trip Generation:								
Land Use: ITE 221-Multifamily Housing (Mid-Rise)	Size (DU)	AM Peak Hour:			PM Peak Hour:			24 Hour:
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
Building A:	132	11	38	49	31	20	51	599
Building B:	110	9	32	41	26	17	43	499
Total:	**242**	**20**	**70**	**90**	**57**	**37**	**94**	**1098**

Intersection:	No-Build Conditions - Without Development:		Build Condition (2026) - With Development:	
	AM Peak	PM Peak	AM Peak	PM Peak
	2026			
1) Jefferson Rd at S Homewood Dr	A (9.0)	B (12.1)	A (10.9)	B (12.1)
2) Entrance at Cottages of Homewood (from S Homewood Dr)	NA	NA	A (9.6)	B (11.8)
3) Entrance Near China Wok (from S Homewood Dr)	A (9.3)	B (11.8)	NA	NA
4) Entrance Behind Chevron (from S Homewood Dr)	A (9.5)	B (11.5)	A (9.9)	B (11.5)
5) Entrance South of Chevron (from Jefferson Rd)	C (20.0)	C (18.9)	C (21.0)	C (18.5)

*The above information reflects the previous TIA for the site. There has been continued coordination

with A-CC TPW. It is agreed that minimal changes would be expected with the new layout. The TIA is in the process of being updated and will be provided to A-CC TPW at their request.

Utilities and Services

As expected, the existing site has access to water, sewer and other utilities. However, A-CC PUD has notified the developer that the parcel is located in a sewer delivery basin that is experiencing failures and lack of capacity during rain events greater that 0.5" in a 24 hour period. This lack of capacity impacts a large swath of land between Whitehead Road and Jefferson Road. Scheduled upgrades to these lines are nearly a decade away. Various other sewer delivery basins in the County are similarly impacted.

Given the circumstances, PUD is exploring alternate solutions to provide sewer service. One option proposed to the applicant is the construction of a timed-release holding tank that would allow sewer release at non-peak hours and periods of rainfall to avoid line capacity constraints. While common in some municipalities, this strategy is new to A-CC and PUD is still determining the requirements of this system. The applicant will continue to work with A-CC PUD to outline the necessary conditions of this solution. The applicant has coordinated with A-CC PUD since the last public meeting to begin determination of the system requirements. Continued coordination will occur during the construction documentation process.

The existing site is comprised of +/-138,000 square feet of commercial space. Re-development of this parcel will include demolition of +/-46,000 square feet of commercial space. Proposed new improvements include 225 multi-family apartments (358 beds), Eight townhomes (24 beds), and upgraded commercial facilities. The total commercial square footage will be reduced to +/-97,000 square feet.

Pre-Redevelopment Total Demand
Water = 34,408 GPD
Maximum Day Demand = 35.8 GPM
Peak Hour Demand = 89.6 GPM
Sewer = 34,408 GPD

Post-Redevelopment, Multifamily, Total Demand
Water = 74,966 GPD
Maximum Day Demand = 78.1 GPM
Peak Hour Demand = 195.2 GPM
Sewer = 74,966 GPD

Change in Demand, Pre-Post Multifamily
Water = 40,558 GPD Increase
Maximum Day Demand = 42.3 GPM Increase
Peak Hour Demand = 105.6 GPM Increase
Sewer = 40,558 GPD Increase

Stormwater Management and Water Quality

The parcel's lot coverage is approximately 83.9% impervious. C-G zone allows for 80% lot coverage. Proposed condition is approximately 76.7% impervious. This 7.2% reduction in impervious will bring the site into compliance and reduce resulting stormwater volumes. This parcel qualifies for Runoff from Existing Impervious Surfaces standards as part of Code Section 5-7(c). This development will work with ACC Transportation and Public Works (TPW) to manage existing erosion issues, decrease impervious area, and increase infiltration within the site.

During several community meetings held by the applicant, neighbors have indicated that the current lack of stormwater management is causing downstream issues. Presently, stormwater leaves Homewood Village via shallow concentrated flow from a concrete flume that sits hazardously and approximately 15-ft above ground elevation. This stormwater rushes from the parking lot, into a ditch that drains to an existing creek. The velocity of stormwater as it crashes into the ditch and ultimately to the creek is detrimental to downstream safety and stability. This condition will be resolved, as proposed site stormwater will be collected and routed to a stabilized outfall via a proposed stormwater network. Disturbance within GA EPD's 25-ft State Waters Buffer will be avoided. Beyond the buffer, erosive areas will be stabilized. Additionally, the proposed development will decrease site impervious area by 7.2%, infiltrate the first 0.5-in of stormwater on site, and offer canopy interception of 340-new trees. This means less stormwater will leave the site. Together, these three improvements (stabilized outfall, stabilization of eroded areas, decreased stormwater volume) will drastically improve downstream conditions for Magnolia Blossom neighbors.

This development will reduce the overall peak flow rate of stormwater exiting the site. In addition, this development will eliminate the illicit discharge of stormwater from the site at destabilized and dangerous outfalls. This development proposes stormwater infrastructure to safely collect, route, and discharge the site's stormwater runoff.

The applicant held a pre-stormwater plan meeting on 4/24/2025 with A-CC PW to review the proposed approach and ensure it will meet A-CC Stormwater requirements.

Environmental Impacts

The southwest corner of the site once housed a detention pond. With little to no maintenance and not being built to current standards, many years ago the dam failed. Currently, there is no stormwater detention for the entire 15.952-AC site. The former detention pond site is so heavily eroded that it has exposed spring heads and is now classified as State Waters. It has also served as an illegal dumpsite filled with trash and debris. A State Waters buffer will be preserved. The new development will meet water quality and stormwater management requirements to bring much needed improvements to stormwater management for the site.

Landscaping and Buffering

Existing tree canopy on the site is limited to 11.9% of the tract, with most located within a deteriorated stormwater facility that will be removed to accommodate upgraded stormwater infrastructure. A portion of canopy will remain in the southwest corner, and although a waiver from conserved canopy requirements is being requested, phased replanting across the site will ultimately exceed minimum canopy standards to a total canopy coverage of 47% (7% greater than the required 40% for C-G zone). 340-trees will be planted across the site. The most notable improvement will be to parking lot conditions. Please appendices for documentation of existing and proposed canopy conditions.

A key feature of the landscape plan is a proposed community park and amphitheater positioned to be accessible by residents of the development and the neighborhood alike. The plan for this area is conceptual in nature as the engineering will need to be finalized during the plans review process. It is designed to provide a public access point for the development while managing the challenging grade change between Homewood Drive and the development. While primarily composed of greenspace, the amphitheater is designed to function as a flexible gathering area and visual anchor for future development. It provides a critical transition between distinct neighborhood uses, softens the edge conditions, and introduces a civic element that reinforces the site's shift toward a walkable, mixed-use town center. The amphitheater park intends to meet the criteria set forth in 9-25-8F.2 of the Athens-Clarke County code.

Streetscape Enhancements and Site Framework

The redevelopment introduces targeted streetscape improvements while recognizing long-term topographic constraints that limit full edge engagement. Although the site is fronted on three sides, grade changes restrict meaningful streetscape connections along much of the perimeter—both now and in the future.

The most impactful improvements will occur along the new multi-family residential building frontage, where on-street parking, sidewalks, and street trees will create a walkable, inviting edge that aligns with

town center goals.

The remainder of the site, which will continue to operate as retail due to existing leases, has been adjusted to include tree plantings within parking areas, softening the environment and contributing to the site's overall greening strategy.

Importantly, the plan lays the groundwork for a future internal streetscape corridor that could bisect the site, improving circulation and supporting a more connected, mixed-use form as the area evolves.

Trash Disposal and Recycling

The multi-family portion of the site will plan on using a trash valet service. A location for a 30 yard compacter has been provided. This area will be screened from view per A-CC standards and will be serviced by a private collector. The townhome portion of the development will use tip carts serviced by Athens-Clarke County.

Lighting

Proposed lighting areas include parking lots, amenity areas, plazas, pedestrian ways and façades. All lighting is expected to conform to A-CC standards and will be subject to review during the plans review process. The proposed retail parking lot improvements will include lighting designed to A-CC standards.

Requested Waivers From A-CC Zoning & Development Standards

8-7-15.c – Tree Canopy Cover Required by Zoning District

Existing total canopy coverage is 11.9%. This includes canopy along the slope abutting Homewood Drive and canopy within the site's current stormwater outfall area. Canopy within existing stormwater outfall area is growing under hazardous conditions or lack true canopy and are overwhelmed by invasive species. Photos of existing canopy within the stormwater outfall area 4/29/25 below:







The applicant requests a waiver from the required 10% conserved tree canopy (67,597 SF) to a 4% conserved canopy requirement. The existing site is predominantly asphalt with minimal tree canopy, most of which is located within an area that will be reconfigured during development. Please see tree coverage exhibit further documentation of the site's existing canopy coverage.

Proposed conserved canopy is 4%. Please note this does not include the canopy potentially conserved along Homewood Drive. While the area represents 1.2% of canopy coverage, it was not included due to its proximity to construction. Every effort will be made to maintain the canopy.

Proposed planted canopy is 43%. This represents 340 proposed trees – most are parking lot or street trees. The site's current condition provides 0-parking lot or internal drive street trees. There is no remaining open soil surface on site for additional proposed trees.

Together the total canopy is 47%. This percentage was discussed with the arborist during a site visit on 4/3/25 and 47% was the agreed upon target. Proposed total canopy is 7% greater than the 40% required canopy. Ultimately, final site canopy may be closer to 49.2%, or nearly half the parcel!

This waiver allows flexibility where conservation is impractical while still meeting the ordinance's canopy intent through substantial new plantings. Additionally, the applicant has responded to the staff report's request to remove the invasive Bradford Pears along Homewood Drive. They are slated to be replaced with Small Canopy trees as existing overhead utilities prevent the use of Medium or Large Canopy trees.

Conserved canopy, state waters, and existing stormwater management deficiencies are intricately related. Presently, stormwater leaves Homewood Village via shallow concentrated flow from a concrete flume that sits hazardously and approximately 15-ft above ground elevation. This stormwater rushes from the parking lot, into a ditch that drains to an existing creek. The velocity of stormwater as it crashes into the ditch and ultimately to the creek is detrimental to downstream safety and stability. This condition will be resolved, as proposed site stormwater will be collected and routed to a stabilized outfall via a proposed stormwater network. Disturbance within GA EPD's 25-ft State Waters Buffer will be avoided. Beyond the buffer, erosive areas will be stabilized. Additionally, the proposed development will decrease site impervious area by 7.2%, infiltrate the first 0.5-in of stormwater on site, and offer canopy interception of 340-new trees. This means less stormwater will leave the site. Together, these three improvements (stabilized outfall, stabilization of eroded areas, decreased stormwater volume) will drastically improve downstream conditions for Magnolia Blossom neighbors.

9-10-2.L(1) – Ground Floor Residential

The applicant requests a waiver to allow ground floor residential use within a zoning district that typically requires non-residential uses at street level. The proposed multifamily development replaces approximately 46,000 SF of underperforming retail space (of which 33,000-sf is currently vacant), while approximately 92,000 SF of viable commercial space with superior visibility and access will be retained and rehabilitated. A portion of the ground floor residential buildings will house +/-6,000 square feet of neighborhood scale commercial retail. An additional +/- 10,000-sf of ground floor area will be used for

leasing and amenity space. These areas will engage the proposed internal streetscape. Proposed conditions provide 92,000-sf of Homewood Village commercial space, of which +/- 16,000-sf is integrated into multifamily buildings. Remaining ground floor area will be residential within Phase 1.

Reaching +/- 16,000-sf of ground floor non-residential use within the multifamily buildings is the absolute most the development can accommodate. Across Athens-Clarke County ground floor commercial space stands vacant. Please see appendices for ground floor commercial market study.

This waiver is requested only for Phase 1 – multifamily development. Every effort has been made to architecturally engage ground floor residential with walk up access and brick exterior finish. The form will feel more like retail-commercial, while functioning as residential. The proposed residential use also provides a logical land use transition—from Jefferson Highway, to existing retail, to multifamily housing, and ultimately to adjacent single-family neighborhoods—supporting both economic viability and thoughtful site integration.

9-25-8.C.3 – Block Size

Please note – this waiver exclusively relates to existing conditions that will be redeveloped in future phases. This waiver is not necessary for Phase 1 as shown on the Site Plan. This waiver is only for the remainder of the site which is currently non-conforming, and will be redeveloped at a future date.

The applicant requests a waiver from block size and perimeter requirements due to two primary constraints - existing topography and legacy retail leases. The site features approximately 70 feet of elevation change and sits significantly below adjacent roads, limiting feasible street and block connections due to grade constraints. Street connectivity to the south is further restricted by the presence of an active rail line and adjacent highway GA-10 Loop. Additionally, long-term lease agreements with major tenants restrict the reconfiguration of access, parking, and service areas, particularly in the site's interior. While full compliance is not possible, the proposed plan introduces internal circulation routes, and pedestrian connections that move the site closer to A-CC goals. The waiver allows for incremental improvement toward a more walkable, connected form within the limits of existing conditions.

9-25-8.F.1a & b – Additional Standards for Large Scale Developments

Please note – this waiver exclusively relates to existing conditions that will be redeveloped in future phases. This waiver is not necessary for Phase 1 as shown on the Site Plan. This waiver is only for the remainder of the site which is currently non-conforming, and will be redeveloped at a future date.

The applicant requests a waiver from the requirements that no new buildings or contiguous groups of buildings exceed 300 feet in length (9-25-8.F.1a) and that all on-site circulation systems include a streetscape with curbs, sidewalks, pedestrian-scale lighting, and street trees (9-25-8.F.1b).
The new proposed buildings do comply with this standard, the existing lease restricted ones do not and necessitate a waiver. The existing retail building that will remain under long-term lease agreements exceeds the 300-foot length limit. These existing lease agreements also restrict the ability to fully reconfigure the site's circulation system or implement all required streetscape elements. However, enhancements have been incorporated where feasible to improve connectivity and alignment with ACC development goals.

9-25-8.F.4a – Parking Standards

Please note – this waiver exclusively relates to existing conditions that will be redeveloped in future phases. This waiver is not necessary for Phase 1 as shown on the Site Plan. This waiver is only for the remainder of the site which is currently non-conforming, and will be redeveloped at a future date.

The applicant requests a waiver from the requirement that no more than 50 percent of the total required parking spaces be located between the building façade and the street. The site is uniquely constrained on three sides by public right-of-way, which forces building frontages to face multiple directions and limits opportunities to locate parking behind buildings. In addition, steep topographic changes across much of the site, along with existing long-term retail leases, further prevent the reconfiguration of primary parking fields without significant disruption to current operations. Given these constraints, the proposed configuration represents the most feasible option—avoiding the consolidation of parking into a single expansive lot by distributing spaces across smaller areas and aligning with the intent of the code to the greatest extent possible under current site conditions. It should be noted that the current existing conditions provide only +/-6% of parking behind the buildings. The proposed site modifications improve this condition greatly by providing +/-32.6% of parking behind buildings. Multifamily frontage is along the proposed internal drive, therefore the only parking between building façade and frontage street is 22-spaces. Townhomes are exclusively parked at the rear of the units. Proposed development of townhomes and multifamily fully satisfy this standard.

9-30-2 - Parking Spaces Required

The applicant requests a waiver from the minimum parking requirement. The proposed development provides **633** spaces throughout the site, while the parking code requires **769** spaces based on the

proposed mix of uses. This reduction is intentional and reflects a shared parking strategy between the residential and commercial components, which have complementary peak demand periods. A shared parking analysis is shown in Appendices F and G along with a Share Parking Exhibit showing how the reasonable allocation of parking that utilizes varying peak time uses serve to reduce surface parking yet provide adequate spaces for various uses.

The shared parking analysis based on the programmed uses shows that 630 parking spaces would be adequate during weekdays and that 24% of the spaces would typically be “shared”, meaning used by different users and different times. Weekend analysis is very similar. The proposed plan includes a very diverse tenant roll, both in type and size (refer to Appendix B). This diverse mix of neighborhood scale commercial uses along with residential uses allows for the reduced parking.

Additionally, the project includes coordination with ACC Transit to improve the existing transit stop from a Level 1 to a Level 3. The increased residential density and enhanced pedestrian infrastructure further bolster the anticipated use of transit to the site. While the site is currently identified by ACC as a low-propensity transit area, these improvements aim to make transit a more viable option over time and further reduce overall parking demand. This approach aligns with the city's goals for walkability, multimodal access, and more efficient land use.

Appendices:

A. Conceptual Non-Binding Inspirational Imagery

B. Schematic Leasing Plan & Potential Future Buildout

C. Site Improvements Tabulation

D. Proposed Building Heights Exhibits

E. Updated Building Elevations & Renderings

F. Shared Parking Exhibit

G. Shared Parking Calculations

H. Tree Coverage Exhibit

I. Tax Value Per Acre Tabulation

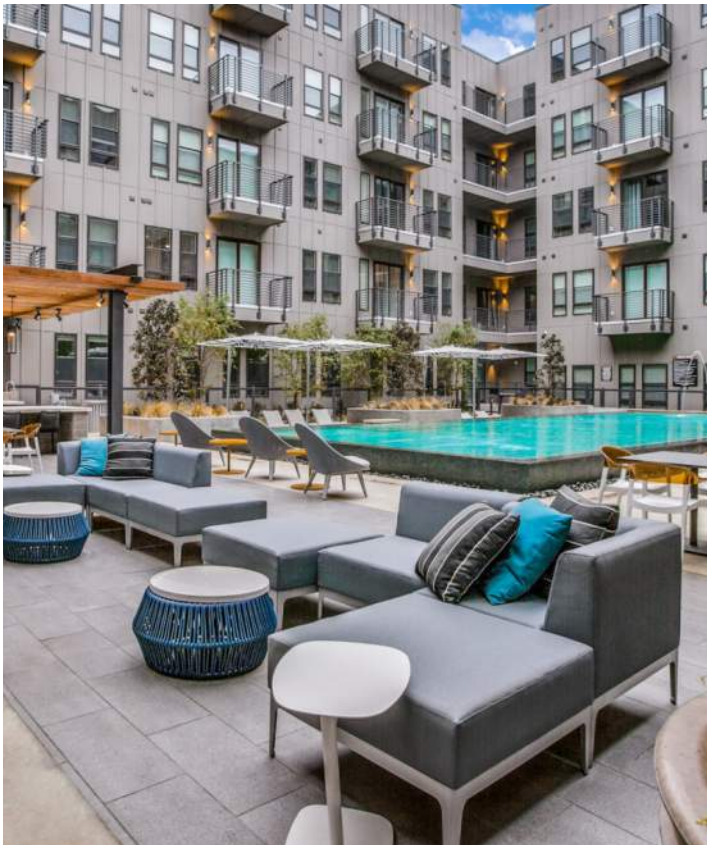
J. Support Petition

K. Ground Floor Retail Study

A. Conceptual Non-Binding Inspirational Imagery









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Homewood Village







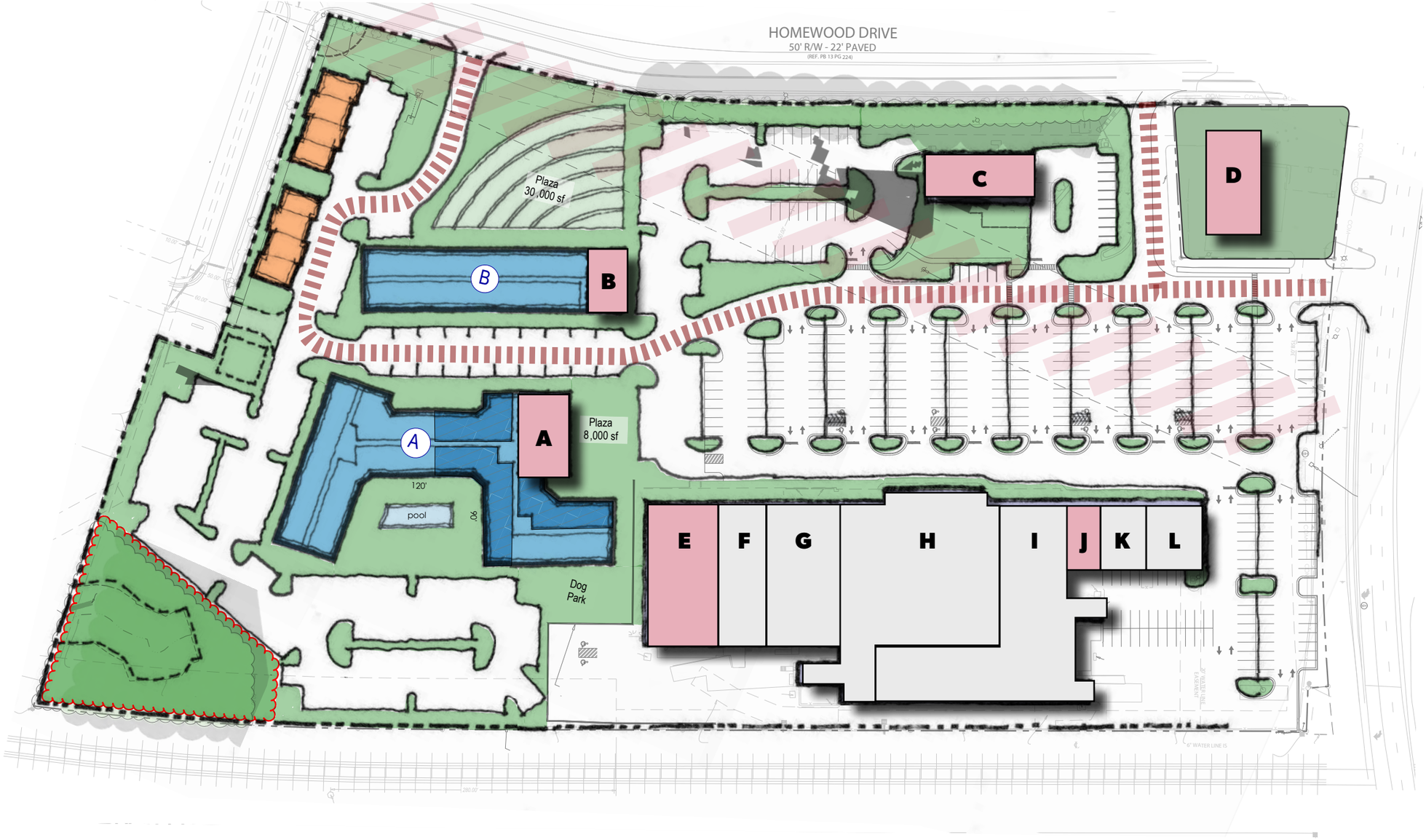


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B. Schematic Leasing Plan & Potential Future Buildout

RETAIL PLAN: **PHASE 1**



Building A Retail
- 4,000 SF of retail on the bottom floor of Building A
- Faces 8,000 SF plaza space

Potential Tenants:
- Coffee shop
- Co-working space

Building B Retail
- 2,000 SF of retail on the bottom floor of Building B

Potential Tenants:
- Gym/ Pilates / yoga studio

Suite C
- Taqueria La Parilla relocation to outparcel

Building D
Tenant: Chevron

Potential Tenants:
- Neighborhood sit down restaurant (pizza / wings / sandwiches / etc.)
- Will not be drive thru / auto shop

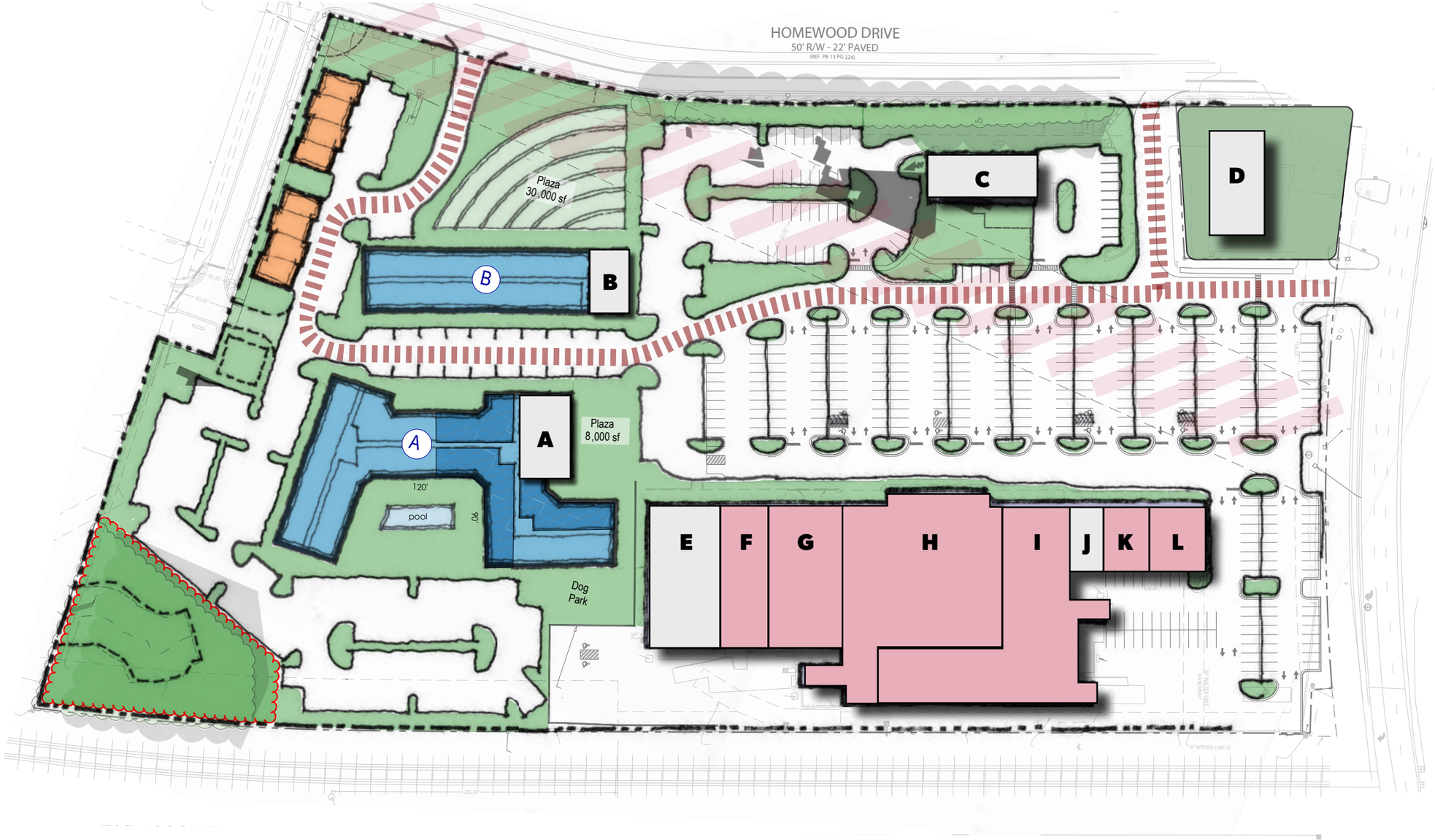
Suite E: ~11,500 SF
- Current Tenant: Atlanta Union Mission
- 1-2~ years of term remaining

Potential Tenants:
- Event / entertainment space
- Soft goods retailer
- Subdivide into smaller makerspaces for local businesses (candle shop, yarn store, art studio, etc.)

Suite J: 1,300 SF
Tenant: **VACANT**

Potential Tenants:
- Small restaurant
- Barber / hair salon

RETAIL PLAN: **EXISTING TENANTS**



Suite F: 5,000 SF
Tenant: AKF Martial Arts
Control: Through August 2034

Suite G: 10,333 SF
Tenant: Foothills Charter School
Control: Through December 2030

Suite H: 22,500 SF
Tenant: Dollar General Market
Control: Through January 2032

Suite I: 27,500 SF
Tenant: Dial America
Control: Through March 2037

Suite K: 2,800 SF
Tenant: Linda Fashions & Beauty
Control: Through January 2032

Suite L: 5,200 SF
Tenant: The Cellar Wine & Spirits
Control: Through March 2034

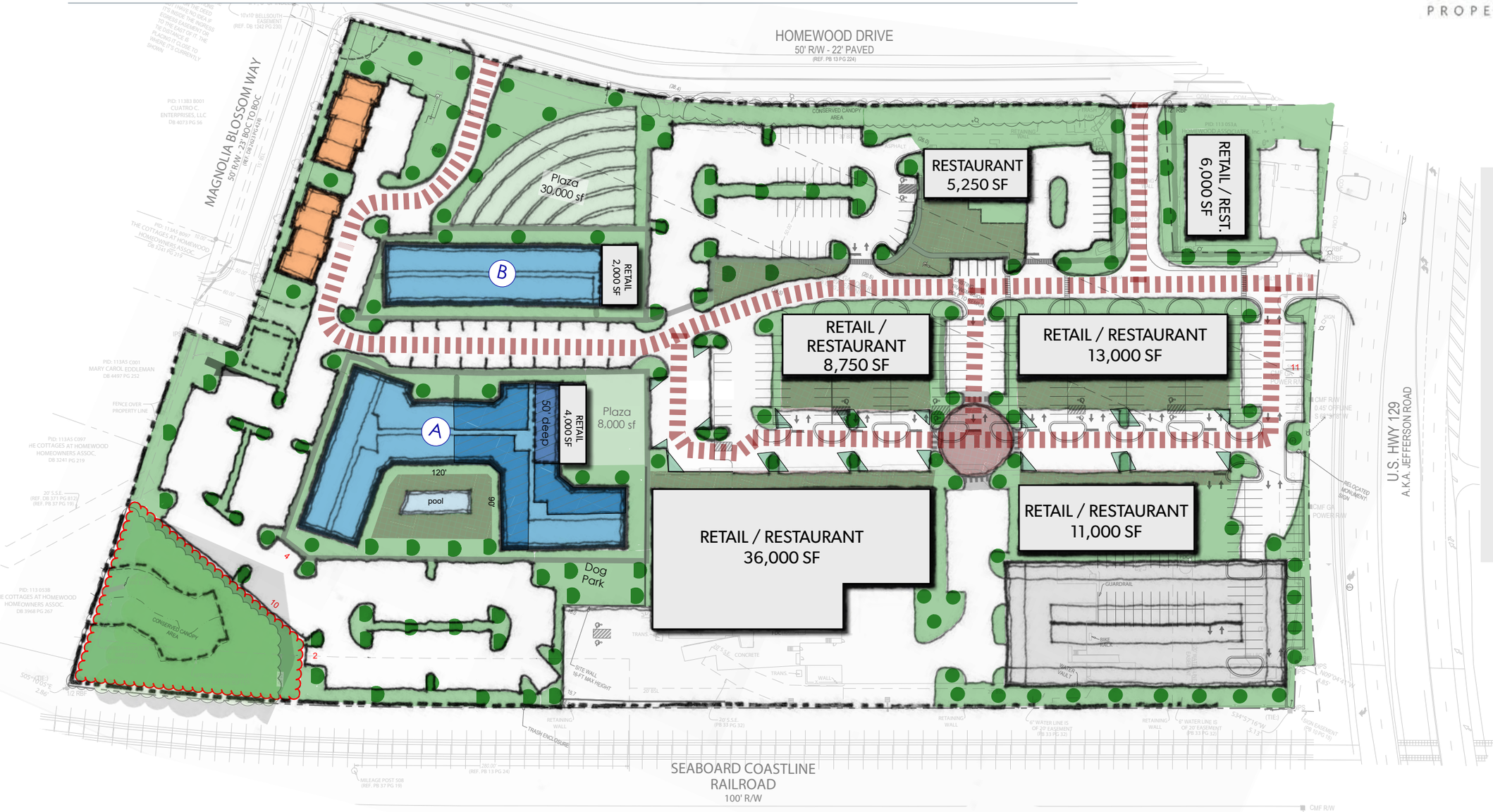
During Phase 1, we will actively work with the existing tenants to implement targeted façade enhancements and selective interior improvements, ensuring their spaces remain functional and visually updated. When suites become available - whether through early vacancy or upon lease expiration - we will pursue short term lease agreements that provide ongoing activation of the property while preserving the ability to move forward with Phase 2 redevelopment as soon as the existing long term leases conclude. All interim leasing will be structured to avoid any interference with the planned timing and execution of Phase 2.

POTENTIAL PHASE 2 SITE PLAN

CARTER

AUSTIN SUMNER PROPERTIES

Fourth Oak Ventures, Inc.



TOTAL:
80,000 SF
RETAIL / RESTAURANT
8 TOWNHOMES
235 UNITS

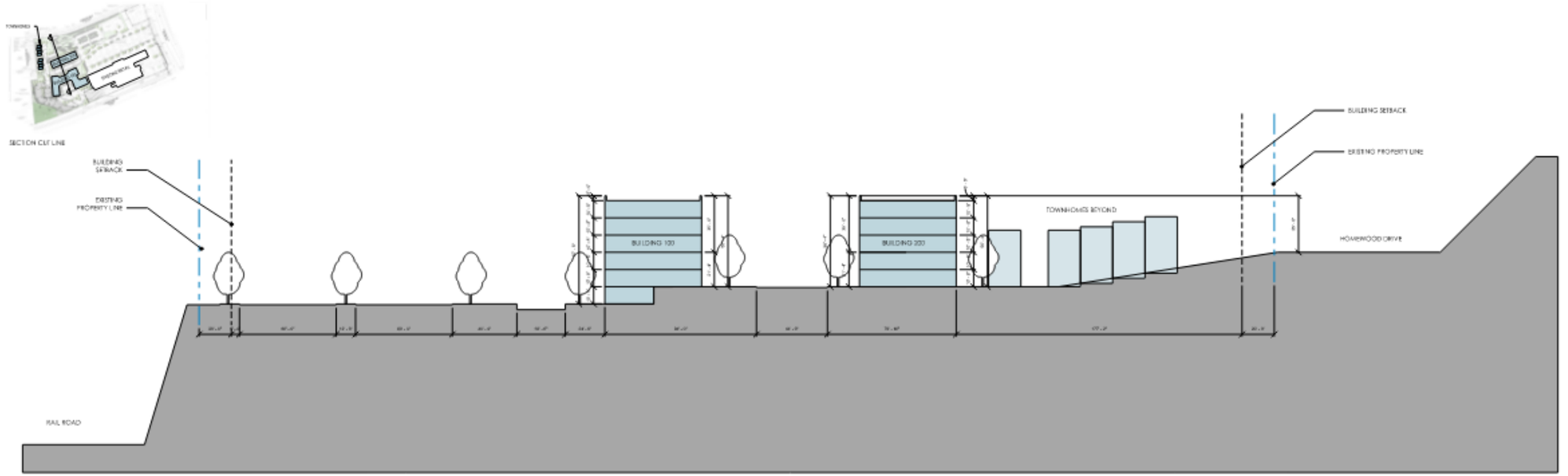
PARKING:
16 GARAGES
516 SURFACE SPACES
300 DECK SPACES

832 TOTAL SPACES

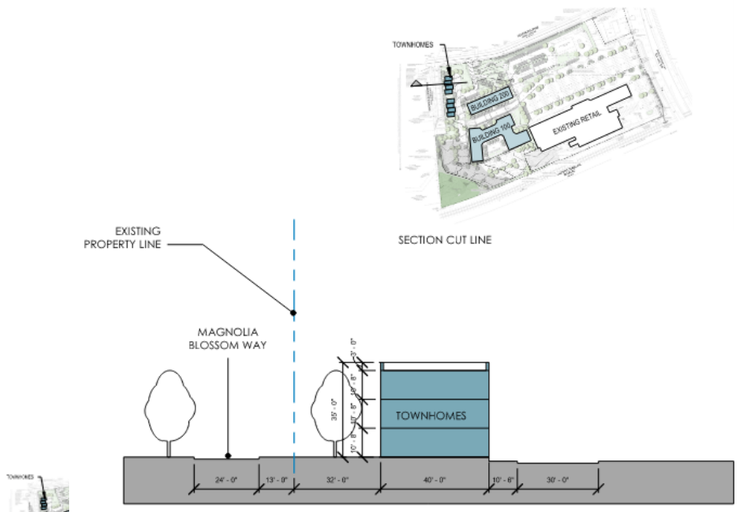
C. Site Improvements Tabulation

FEATURE/ITEM	EXISTING	PROPOSED
TREE CANOPY	11.9% of Site	47% of Site
OPEN SPACE	13%	23.3%
SURFACE PARKING SPACES	639	633
IMPERVIOUS SURFACE	83.9%	76.7%
TRANSIT STOP	Level 1.1 Lowest Level	Level 3 Stop Highest Level
VALUE PER ACRE	$675,000	$5,000,000
RESIDENTIAL UNITS	0	382
PEDESTRIAN PLAZA SPACE	0-SF	+/- 29,000-SF
PEDESTRIAN CONNECTIONS TO ADJACENT PARCELS	1	6

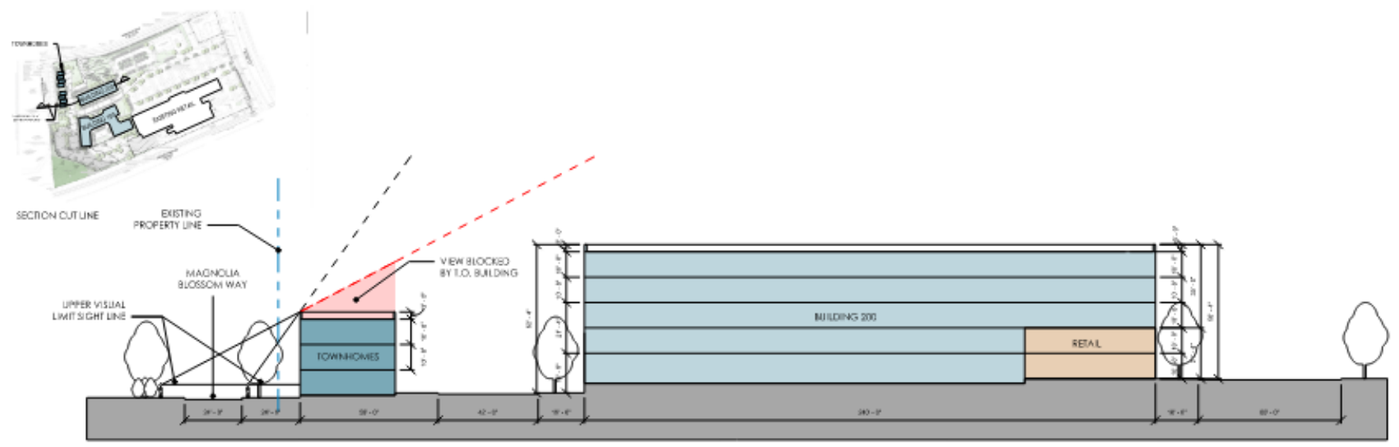
D. Proposed Building Heights Exhibits



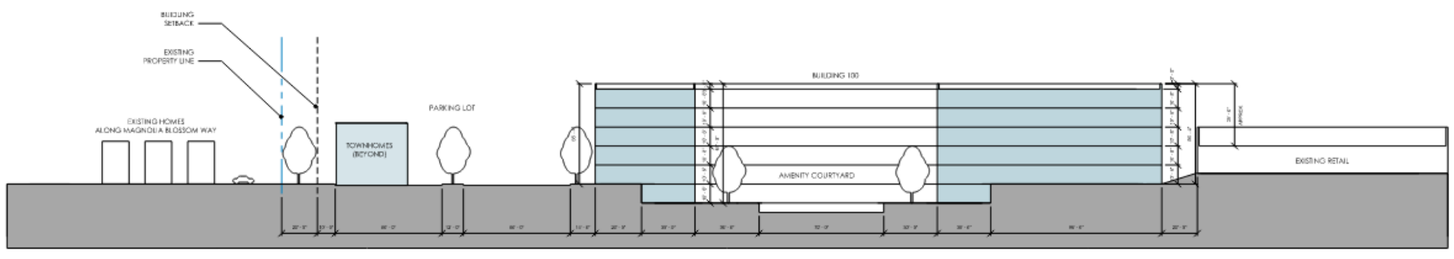
1 **SECTION A-A**
SCALE: NTS



2 **SECTION B-B**
SCALE: NTS



3 **SECTION C-C**
SCALE: NTS



4 **SECTION D-D**
SCALE: NTS

D - Building Height Exhibit

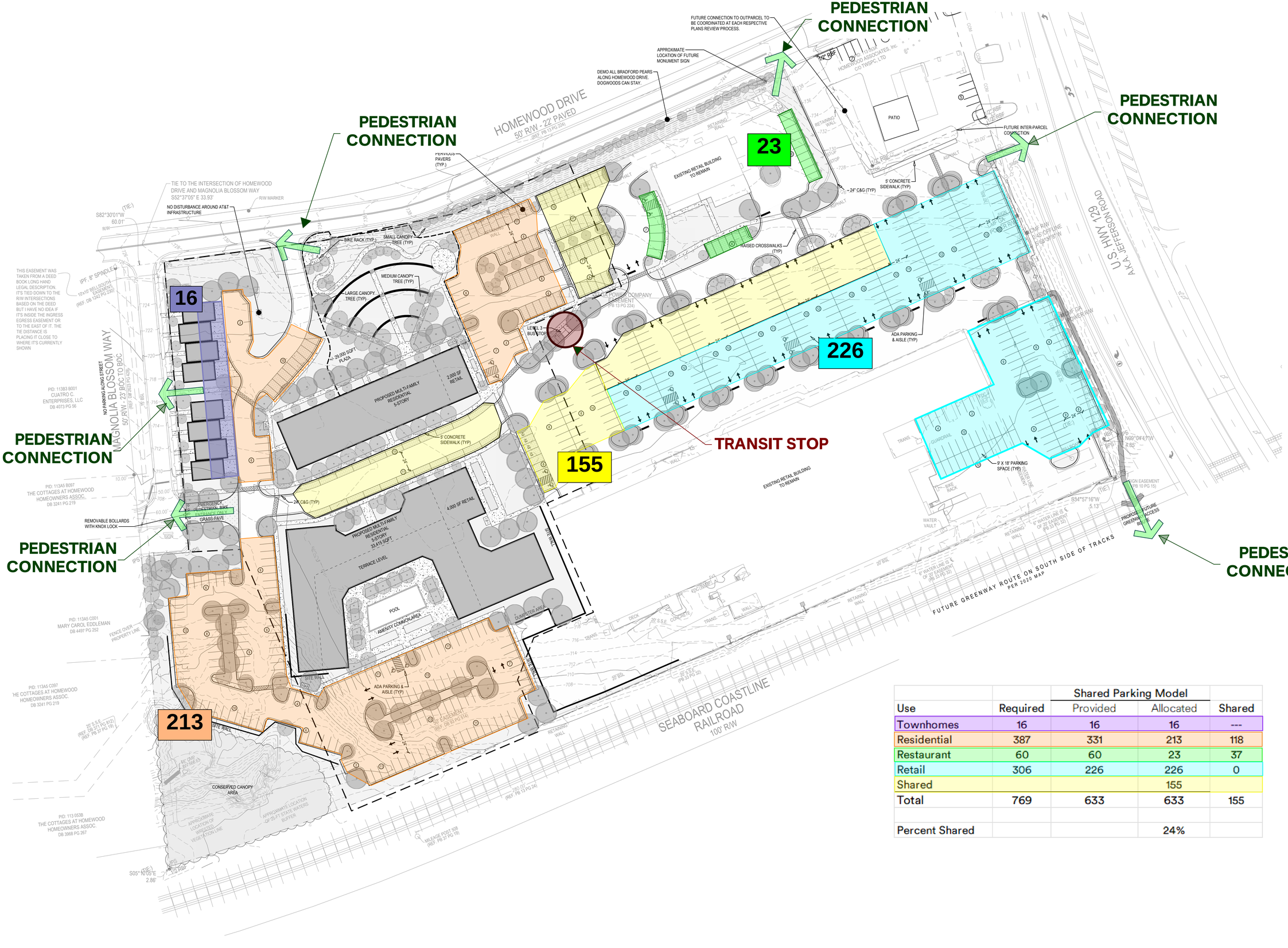
See full size plan set for to-scale versions

E. Updated Building Elevations & Renderings


Hearth & Brew
Sol & Moon Yoga



F. Shared Parking Exhibit



		Shared Parking Model		
Use	Required	Provided	Allocated	Shared
Townhomes	16	16	16	---
Residential	387	331	213	118
Restaurant	60	60	23	37
Retail	306	226	226	0
Shared			155	
Total	769	633	633	155
Percent Shared			24%	

spg

Seals:

Project Info:

Homewood Village
Athens-Clarke County

Sheet Issue: 08/01/2025 **Project No.** 25-3522

No.	Date	Description
1	10/03/2025	Description of Revisions

Firm Info:

Planners+ Engineers

SPG Planners + Engineers

1725 Electric Avenue, STE 320
Watkinsville, GA 30677

706.769.9515
www.onespg.com

Sheet Title:

Shared Parking Exhibit

EX-5

Location: S:\1 Projects\Lacs, TJ - Homewood Village 2025-3522\03-Concepts\02 Entitlement\Master PD Revised Creation date: Thursday, October 2, 2025 2:37:45 PM
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G. Shared Parking Calculations

The following shared parking data is based on the publication, Shared Parking. This data was developed by ULI, the National Parking Association (NPA), and the International Council of Shopping Centers (ICSC) and is a resource for modeling parking in mixed-use settings.

Project: Homewood

Description: Mixed-Use

Shared Parking Demand Summary

Peak Month: DECEMBER -- Peak Period: 12 PM, WEEKEND

Land Use	Project Data		Weekday					Weekend					Weekday			Weekend		
	Quantity	Unit	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Base Ratio	Driving Adj	Non-Captive Ratio	Project Ratio	Unit For Ratio	Peak Hr Adj 1 PM	Peak Mo Adj December	Estimated Parking Demand	Peak Hr Adj 12 PM	Peak Mo Adj December	Estimated Parking Demand
Retail																		
Retail (<400 ksf)	34,133	sf GLA	2.90	100%	99%	2.87	ksf GLA	3.20	100%	99%	3.17	ksf GLA	100%	100%	98	100%	100%	109
Employee			0.70	100%	99%	0.69		0.80	100%	99%	0.79		100%	100%	24	100%	100%	28
Discount Stores/Superstores	21,455	sf GLA	3.40	100%	99%	3.36	ksf GLA	3.80	100%	99%	3.76	ksf GLA	100%	100%	72	85%	100%	69
Employee			0.85	100%	99%	0.84		0.95	100%	99%	0.94		100%	100%	19	95%	100%	20
Food and Beverage																		
Family Restaurant	6,000	sf GLA	15.25	100%	89%	13.58	ksf GLA	15.00	100%	91%	13.72	ksf GLA	90%	100%	74	100%	100%	82
Employee			2.15	100%	99%	2.13		2.10	100%	99%	2.07		100%	100%	13	100%	100%	13
Fast Casual/Fast Food	4,000	sf GLA	12.40	100%	26%	3.19	ksf GLA	12.70	100%	32%	4.11	ksf GLA	100%	96%	12	100%	96%	16
Employee			2.00	100%	99%	1.98		2.00	100%	99%	1.97		100%	100%	8	100%	100%	8
Entertainment and Institutions																		
Hotel and Residential																		
Residential, Suburban																0%		
Studio Efficiency	35	units	0.43	100%	100%	0.43	unit	0.43	100%	100%	0.43	unit	40%	100%	6	68%	100%	10
1 Bedroom	57	units	0.45	100%	100%	0.45	unit	0.45	100%	100%	0.45	unit	40%	100%	10	68%	100%	18
2 Bedrooms	133	units	0.83	100%	100%	0.83	unit	0.83	100%	100%	0.83	unit	40%	100%	44	68%	100%	75
3+ Bedrooms	8	units	1.25	100%	100%	1.25	unit	1.25	100%	100%	1.25	unit	40%	100%	4	68%	100%	7
Reserved	50%	res spaces	0.69	100%	100%	0.69	unit	0.69	100%	100%	0.69	unit	100%	100%	161	100%	100%	161
Visitor	233	units	0.10	100%	100%	0.10	unit	0.15	100%	100%	0.15	unit	20%	100%	5	20%	100%	7
Office																		
Office 25 to 100 ksf	27,500	sf GFA	0.30	100%	100%	0.30	ksf GFA	0.03	100%	100%	0.03	ksf GFA	45%	100%	4	90%	100%	1
Reserved		emp	0.00	100%	100%	0.00		0.00	100%	100%	0.00		100%	100%	-	100%	100%	-
Employee			3.49	100%	93%	3.24		0.35	100%	93%	0.32		85%	100%	76	90%	100%	8
Additional Land Uses																		
													Customer/Visitor		265	Customer		284
													Employee/Resident		204	Employee/Resident		186
													Reserved		161	Reserved		161
													Total		630	Total		631
													Shared Parking Reduction		24%			18%

SITE PROGRAMMING BASED ON SITE CONCEPT PLAN

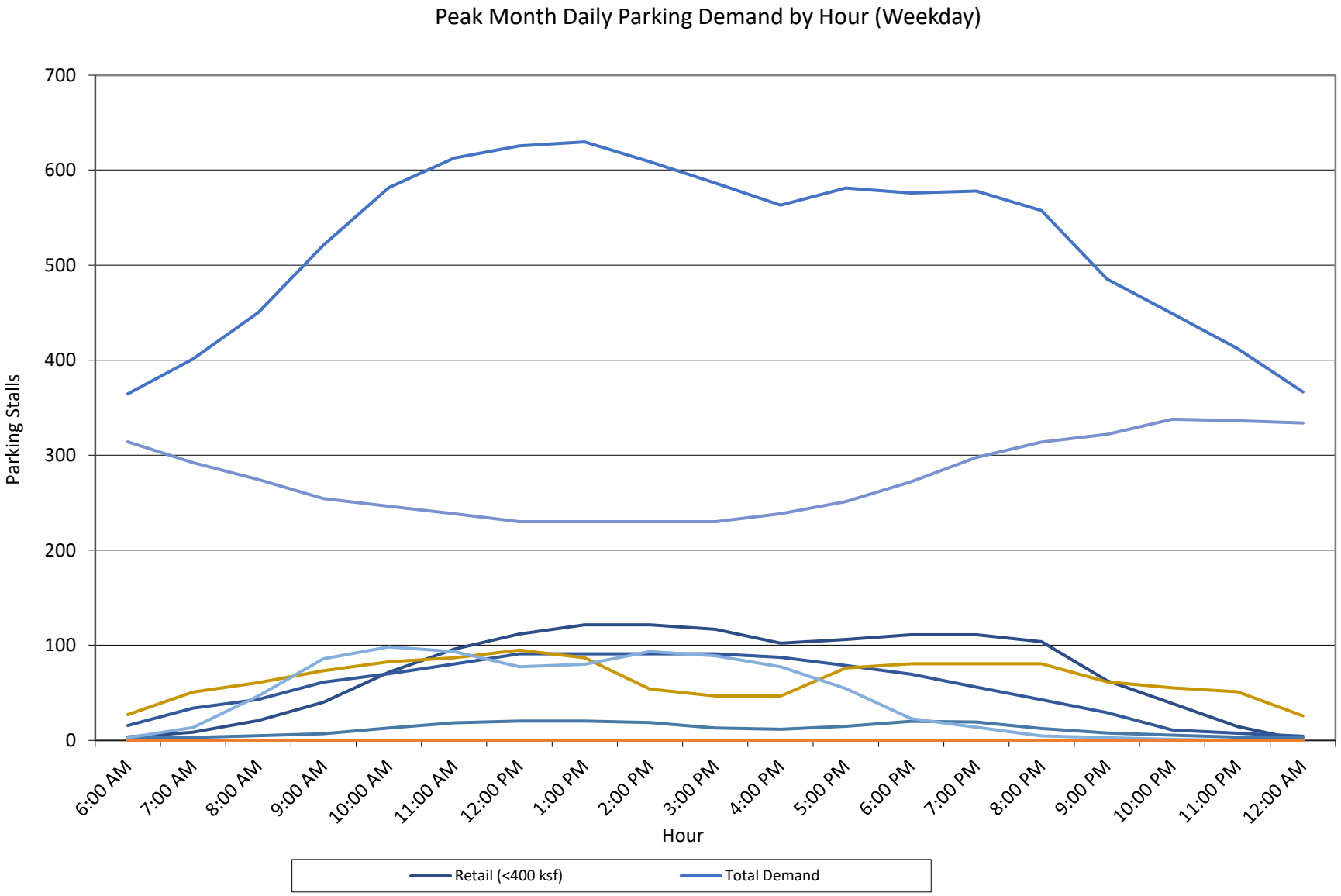
SITE CONCEPT SHOWS 633 PARKING SPACES

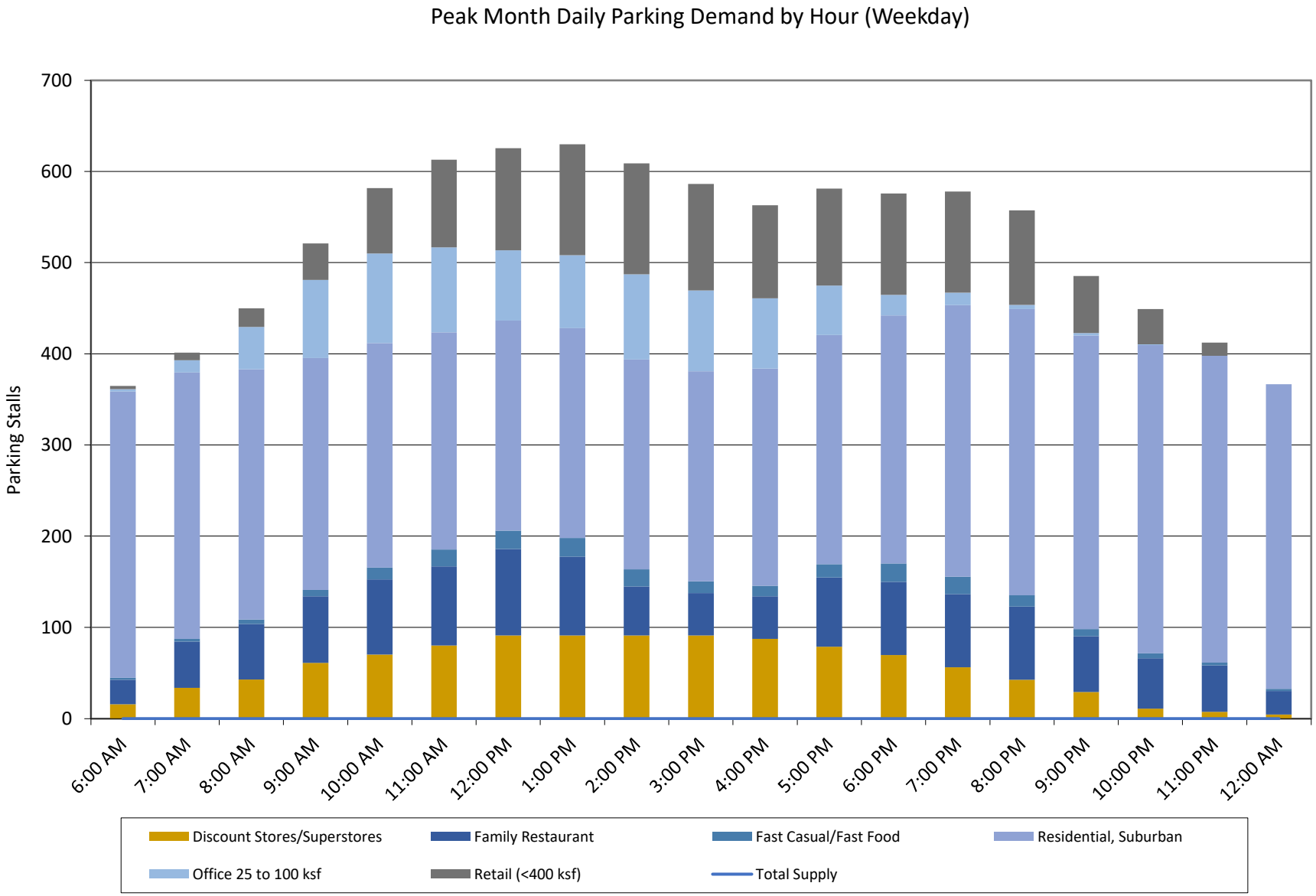
Project: Homewood
Description: Mixed-Use

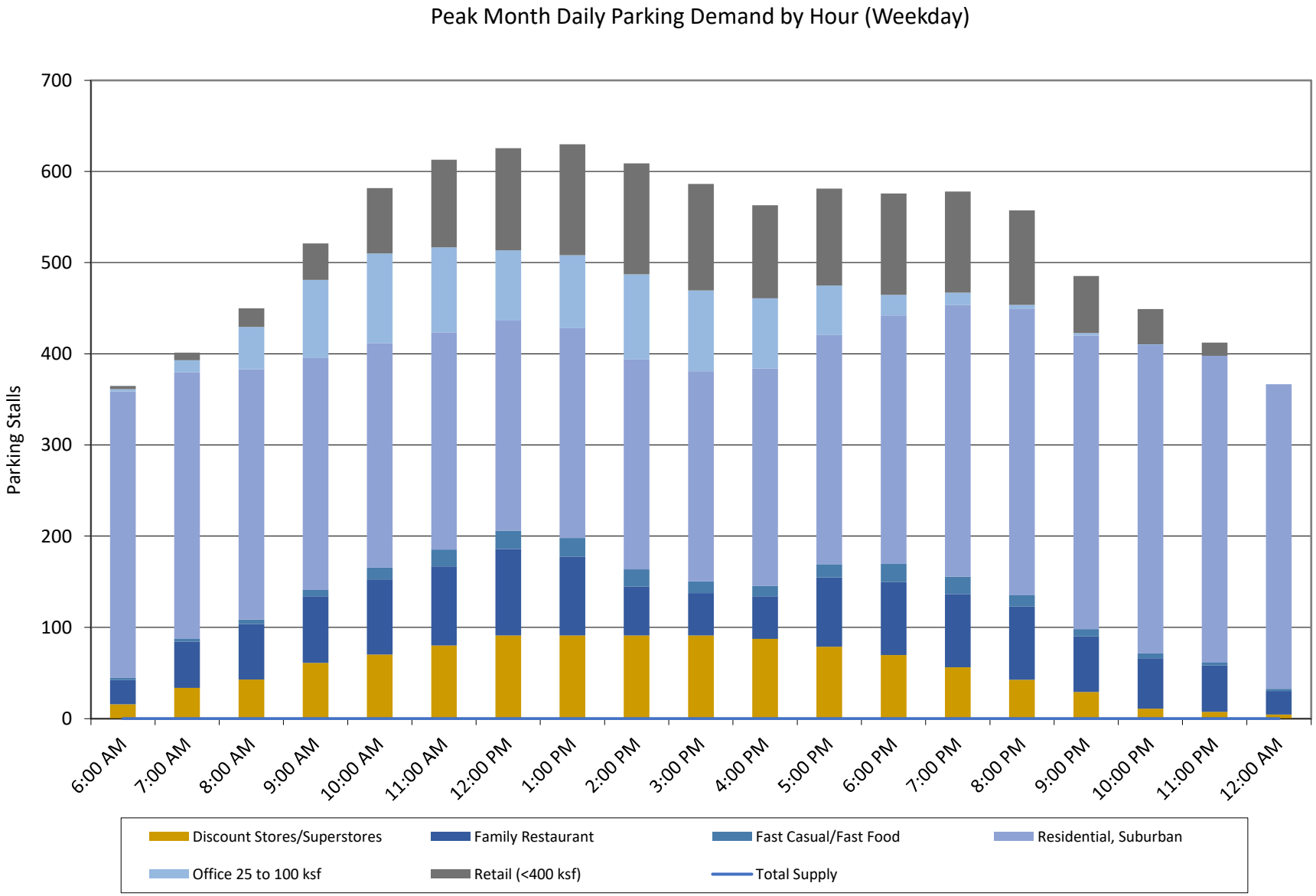
Monthly Comparison Summary								
Month	Weekday							
	Overall Pk		AM Peak Hr		PM Peak Hr		Eve Peak Hr	
	Time	Demand	Time	Demand	Time	Demand	Time	Demand
January	12 PM	552	11 AM	545	12 PM	552	7 PM	505
February	12 PM	554	11 AM	546	12 PM	554	6 PM	506
March	12 PM	581	11 AM	569	12 PM	581	6 PM	529
April	12 PM	573	11 AM	562	12 PM	573	6 PM	522
May	12 PM	587	11 AM	574	12 PM	587	6 PM	534
June	12 PM	582	11 AM	569	12 PM	582	6 PM	530
July	12 PM	574	11 AM	560	12 PM	574	6 PM	523
August	12 PM	579	11 AM	564	12 PM	564	6 PM	527
September	12 PM	565	11 AM	555	12 PM	565	6 PM	516
October	12 PM	576	11 AM	565	12 PM	576	6 PM	525
November	12 PM	588	11 AM	574	12 PM	588	6 PM	535
December	1 PM	630	11 AM	613	1 PM	630	7 PM	578
Late December	1 PM	587	11 AM	564	1 PM	587	6 PM	531

Monthly Comparison Summary								
Month	Weekend							
	Overall Pk		AM Peak Hr		PM Peak Hr		Eve Peak Hr	
	Time	Demand	Time	Demand	Time	Demand	Time	Demand
January	12 PM	539	11 AM	515	12 PM	539	6 PM	513
February	12 PM	542	11 AM	517	12 PM	542	6 PM	515
March	12 PM	569	11 AM	542	12 PM	569	6 PM	537
April	12 PM	561	11 AM	534	12 PM	561	6 PM	530
May	12 PM	575	11 AM	547	12 PM	575	6 PM	542
June	12 PM	570	11 AM	543	12 PM	570	6 PM	538
July	12 PM	563	11 AM	535	12 PM	563	6 PM	530
August	12 PM	568	11 AM	540	12 PM	568	6 PM	534
September	12 PM	553	11 AM	528	12 PM	553	6 PM	524
October	12 PM	565	11 AM	537	12 PM	565	6 PM	534
November	12 PM	576	11 AM	548	12 PM	576	6 PM	544
December	12 PM	631	11 AM	586	12 PM	631	6 PM	573
Late December	1 PM	586	11 AM	537	1 PM	586	6 PM	556

September 2018 Program (Un-Nested Residential)




Peak Month Daily Parking Demand by Hour (Weekday)
Parking Stalls
700
600
500
400
300
200
100
0
6:00 AM
7:00 AM
8:00 AM
9:00 AM
10:00 AM
11:00 AM
12:00 PM
1:00 PM
2:00 PM
3:00 PM
4:00 PM
5:00 PM
6:00 PM
7:00 PM
8:00 PM
9:00 PM
10:00 PM
11:00 PM
12:00 AM
Discount Stores/Superstores
Family Restaurant
Fast Casual/Fast Food
Residential, Suburban
Office 25 to 100 ksf
Retail (<400 ksf)
Total Supply


Peak Month Daily Parking Demand by Hour (Weekday)
Parking Stalls
700
600
500
400
300
200
100
0
6:00 AM
7:00 AM
8:00 AM
9:00 AM
10:00 AM
11:00 AM
12:00 PM
1:00 PM
2:00 PM
3:00 PM
4:00 PM
5:00 PM
6:00 PM
7:00 PM
8:00 PM
9:00 PM
10:00 PM
11:00 PM
12:00 AM
Discount Stores/Superstores
Family Restaurant
Fast Casual/Fast Food
Residential, Suburban
Office 25 to 100 ksf
Retail (<400 ksf)
Total Supply

H. Tree Coverage Exhibit

EXISTING CANOPY SUMMARY
PARCEL AREA = 694,869.12-SF

WITHIN "STORMWATER CUTFALL AREA" = 74,343.95-SF,
OR 10.7% PARCEL

WITHIN SLOPE ALONG HOMEWOOD DRIVE = 8,488.79-SF,
OR 1.2% OF PARCEL







60.01'

S34°57'16"W
5.13'

N09°04'41"W
4.85'

S5°10'05"E
2.86'

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Homewood Village - PD | **Existing Canopy Exhibit**

North

0 50 100 200

1 inch = 100 ft.

PROPOSED TREE CANOPY SUMMARY

CONSERVED CANOPY - 4% AT STORMWATER OUTFALL, 1.2% AT HOMEWOOD (NOT INCLUDED IN TMP CALC DUE TO PROXIMITY TO CONSTRUCTION)

PLANTED CANOPY - 43%

PROPOSED TOTAL CANOPY - 47%
REQUIRED TOTAL CANOPY - 40%



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Homewood Village - PD | **Proposed Canopy Exhibit**

North

0 50 100 200

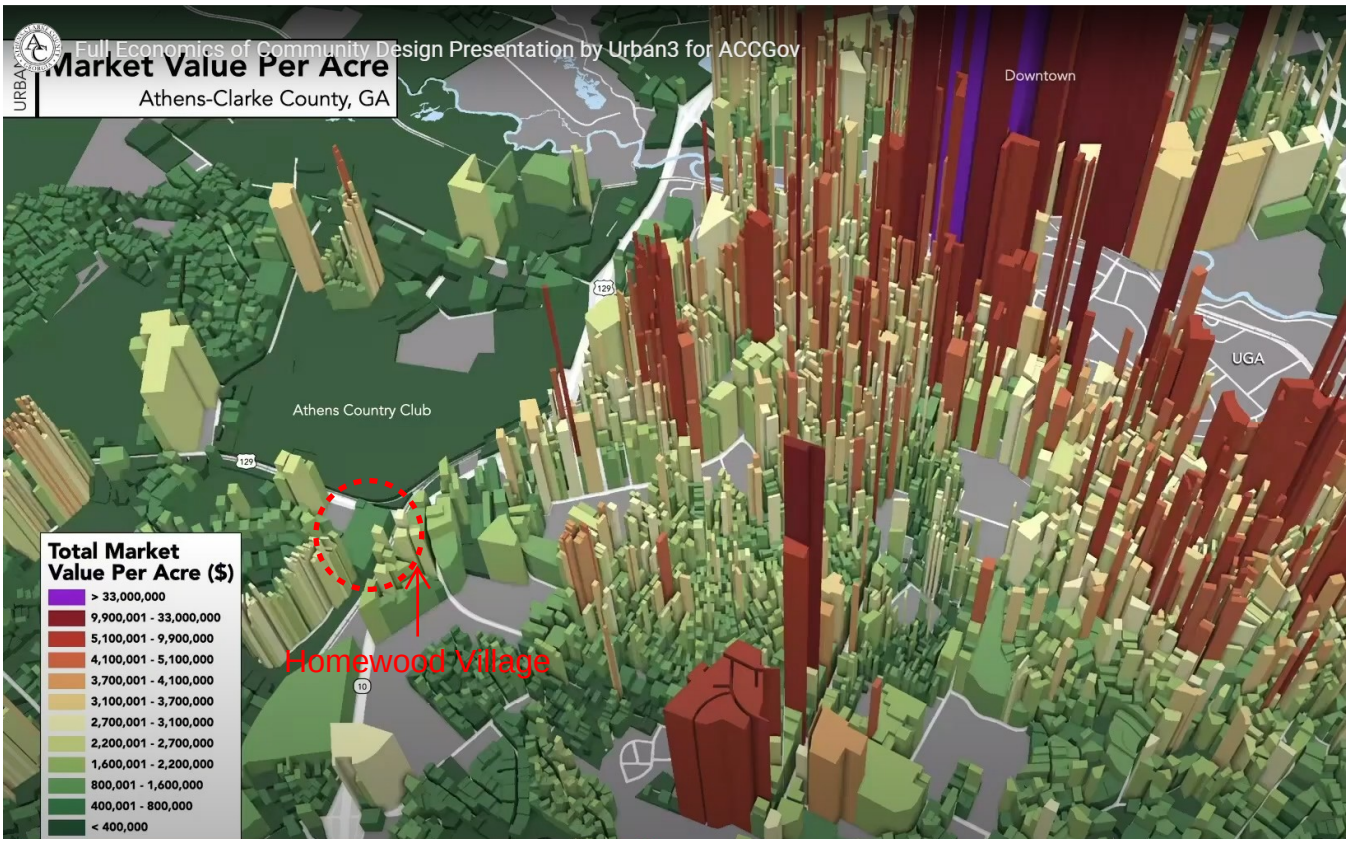
1 inch = 100 ft.

I. Tax Value Per Acre Tabulation

Value Per Acre Contribution for Proposed Redevelopment

EXISTING		PROPOSED	
ASSESSED VALUE OF EXISTING PROJECT	$10,774,593	ESTIMATED VALUE OF PROPOSED PROJECT	$80,000,000
SITE ACREAGE	15.952 AC	SITE ACREAGE	15.952 AC
TOTAL VALUE-PER-ACRE	$675,438 / AC	TOTAL VALUE-PER-ACRE (VPA)	$5,015,045

Homewood Current Value Per Acre



J. Support Petition

09/03/2025 13:22:17
Suzanne Reichner
sreich7676@gmail.com

Being a lifelong Homewood Hills resident, I believe the Homewood Village redevelopment is long overdue. The revised plan for the building and land use is a significant improvement over the original rendering, and I think it will be a real benefit to our area.

Unfortunately, I won't be able to attend the September 4 meeting, but I want to express my support for the changes. While I understand some concerns about additional traffic—an issue that falls more under city and state infrastructure—this redesign feels more thoughtful and engaging.

Overall, I believe this project will add value to our community, which has gone too long without proper attention and management. That said, I do hope you will reconsider keeping the gas station building, as it could make a charming space for a coffee shop or bar.

09/18/2025 12:58:34
Rita Raines
ritasraines@gmail.com

I am irritated that the planning commission tabled the proposal. It was a well planned and solidly explained portfolio. This was the best presentation of that night.
I also feel that the planning commission doesn't do a good job of listening, and are lacking in concept comprehension areas such as height, width, and right of way.
I just was floored that this beautiful plan was not approved.

Homewood Village

Athens, GA
Athens-Clarke County

Master Planned Development

08/01/25





Sheet Index

Sheet No	Description
PD-0	Cover Sheet
PD-1	Existing Conditions
PD-2	Master PD Site
PD-3	Master PD Conceptual Utility Plan
PD-4	Master PD Tree Management Plan
AR-01	Architectural Renderings
AR-02	Architectural Renderings
AR-03	Architectural Renderings
AR-04	Architectural Renderings
AR-05	Architectural Renderings
A4-01	Overall Elevations Building 100
A4-02	Overall Elevations Building 200
A4-03	Overall Elevations Townhomes
A1	Overall Street Sections

Location: S:\1 Projects\1 Lacs, TJ - Homewood Village 2025_3522\03-Concepts\02-Entitlements\Master PD Revised Creation date: Tuesday, September 30, 2025 7:02:06 AM
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Seals:

GEORGIA REGISTERED No. 035656 PROFESSIONAL ENGINEER EDWARD LANE
10/03/2025

Project Info:

Homewood Village
Athens-Clarke County

Sheet Issue: 08/01/2025 **Project No.** 25-3522

No.	Date	Description
1	10/03/2025	Description of Revisions

Firm Info:

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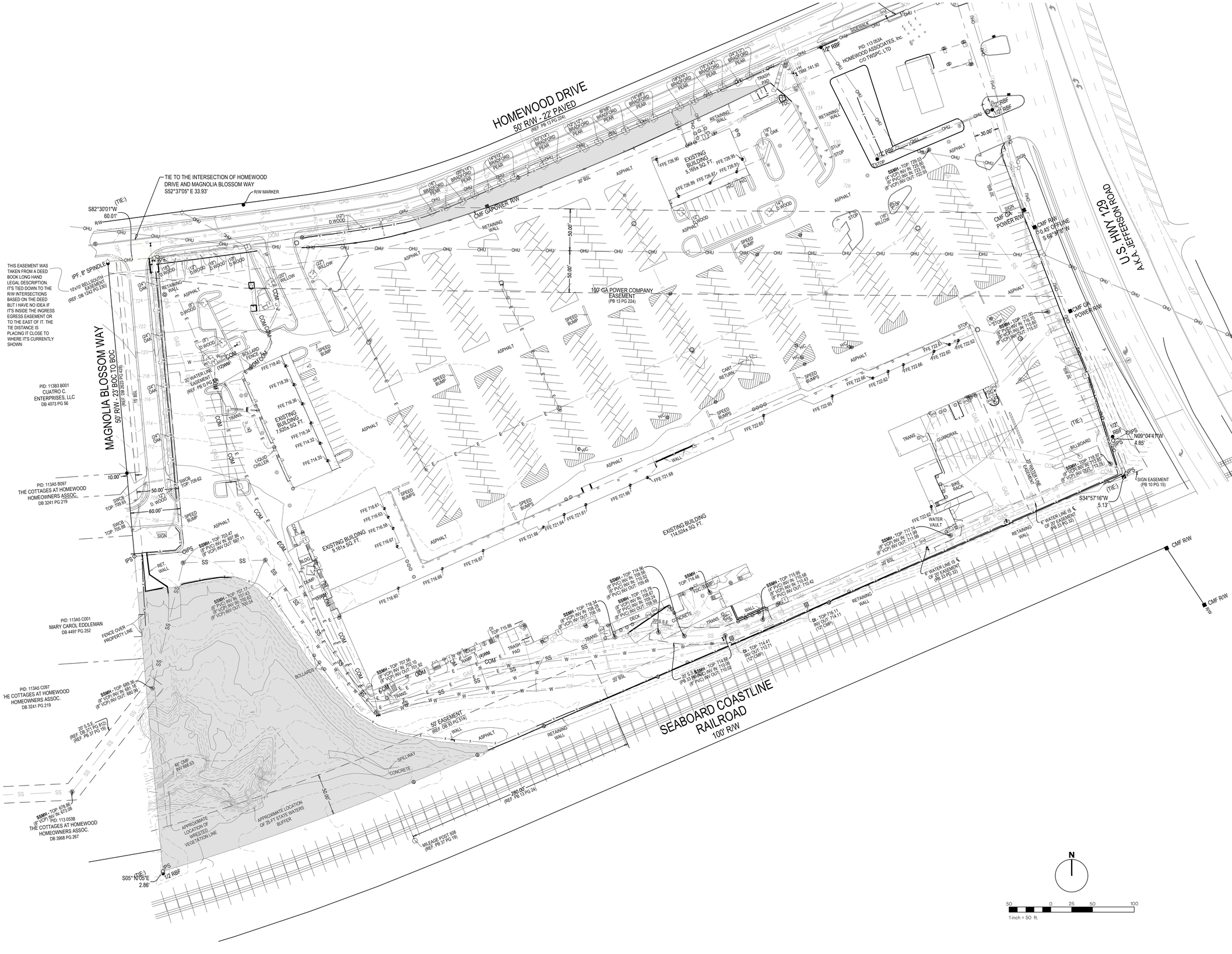
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Sheet Title:

Cover Sheet

PD-0



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10/03/2025

Project Info:

Homewood Village
Athens-Clarke County

Sheet Issue: 08/01/2025 **Project No.** 25-3522

No.	Date	Description
1	10/03/2025	Description of Revisions

Firm Info:

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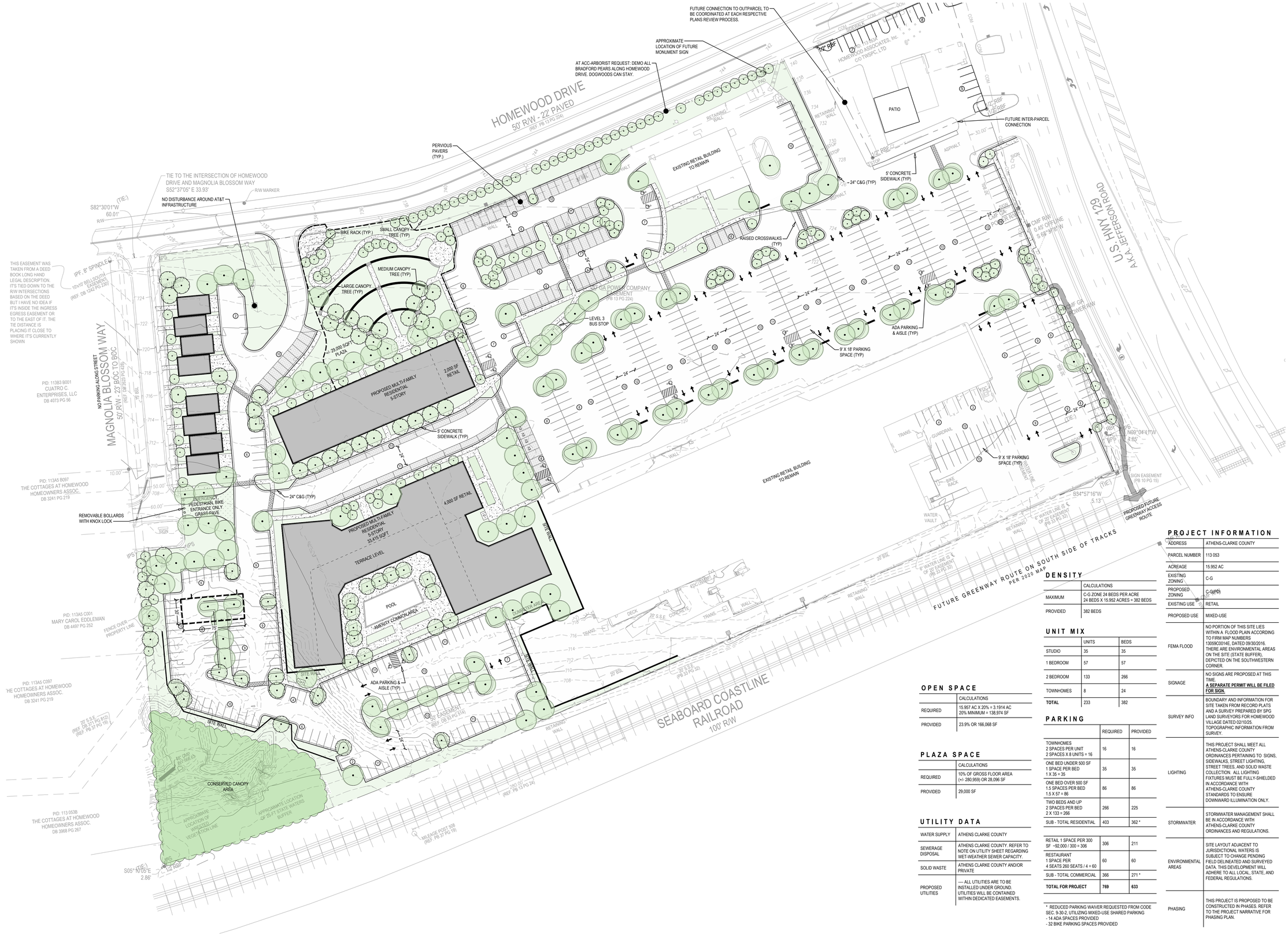
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Existing Conditions

PD-1



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OPEN SPACE

	CALCULATIONS
REQUIRED	15.957 AC X 20% = 3.1914 AC 20% MINIMUM = 138,974 SF
PROVIDED	23.9% OR 166,068 SF

PLAZA SPACE

	CALCULATIONS
REQUIRED	10% OF GROSS FLOOR AREA (+/- 280,959) OR 28,096 SF
PROVIDED	29,000 SF

UTILITY DATA

WATER SUPPLY	ATHENS CLARKE COUNTY
SEWERAGE DISPOSAL	ATHENS CLARKE COUNTY. REFER TO NOTE ON UTILITY SHEET REGARDING WET-WEATHER SEWER CAPACITY.
SOLID WASTE	ATHENS CLARKE COUNTY AND/OR PRIVATE
PROPOSED UTILITIES	---- ALL UTILITIES ARE TO BE INSTALLED UNDER GROUND. UTILITIES WILL BE CONTAINED WITHIN DEDICATED EASEMENTS.

DENSITY

	CALCULATIONS
MAXIMUM	C-G ZONE 24 BEDS PER ACRE 24 BEDS X 15.952 ACRES = 382 BEDS
PROVIDED	382 BEDS

UNIT MIX

	UNITS	BEDS
STUDIO	35	35
1 BEDROOM	57	57
2 BEDROOM	133	266
TOWNHOMES	8	24
TOTAL	233	382

PARKING

	REQUIRED	PROVIDED
TOWNHOMES 2 SPACES PER UNIT 2 SPACES X 8 UNITS = 16	16	16
ONE BED UNDER 500 SF 1 SPACE PER BED 1 X 35 = 35	35	35
ONE BED OVER 500 SF 1.5 SPACES PER BED 1.5 X 57 = 86	86	86
TWO BEDS AND UP 2 SPACES PER BED 2 X 133 = 266	266	225
SUB - TOTAL RESIDENTIAL	403	362 *
RETAIL 1 SPACE PER 300 SF ~92,000 / 300 = 306	306	211
RESTAURANT 1 SPACE PER 4 SEATS 260 SEATS / 4 = 60	60	60
SUB - TOTAL COMMERCIAL	366	271 *
TOTAL FOR PROJECT	**769**	**633**

* REDUCED PARKING WAIVER REQUESTED FROM CODE SEC. 9-30-2, UTILIZING MIXED-USE SHARED PARKING
- 14 ADA SPACES PROVIDED
- 32 BIKE PARKING SPACES PROVIDED

PROJECT INFORMATION

ADDRESS	ATHENS-CLARKE COUNTY
PARCEL NUMBER	113 053
ACREAGE	15.952 AC
EXISTING ZONING	C-G
PROPOSED ZONING	C-G(PD)
EXISTING USE	RETAIL
PROPOSED USE	MIXED-USE
FEMA FLOOD	NO PORTION OF THIS SITE LIES WITHIN A FLOOD PLAIN ACCORDING TO FIRM MAP NUMBERS 13059C0014E, DATED 09/30/2016. THERE ARE ENVIRONMENTAL AREAS ON THE SITE (STATE BUFFER), DEPICTED ON THE SOUTHWESTERN CORNER.
SIGNAGE	NO SIGNS ARE PROPOSED AT THIS TIME. **A SEPARATE PERMIT WILL BE FILED FOR SIGN.**
SURVEY INFO	BOUNDARY AND INFORMATION FOR SITE TAKEN FROM RECORD PLATS AND A SURVEY PREPARED BY SPG LAND SURVEYORS FOR HOMEWOOD VILLAGE DATED 02/10/25. TOPOGRAPHIC INFORMATION FROM SURVEY.
LIGHTING	THIS PROJECT SHALL MEET ALL ATHENS-CLARKE COUNTY ORDINANCES PERTAINING TO SIGNS, SIDEWALKS, STREET LIGHTING, STREET TREES, AND SOLID WASTE COLLECTION. ALL LIGHTING FIXTURES MUST BE FULLY-SHIELDED IN ACCORDANCE WITH ATHENS-CLARKE COUNTY STANDARDS TO ENSURE DOWNWARD ILLUMINATION ONLY.
STORMWATER	STORMWATER MANAGEMENT SHALL BE IN ACCORDANCE WITH ATHENS-CLARKE COUNTY ORDINANCES AND REGULATIONS.
ENVIRONMENTAL AREAS	SITE LAYOUT ADJACENT TO JURISDICTIONAL WATERS IS SUBJECT TO CHANGE PENDING FIELD DELINEATED AND SURVEYED DATA. THIS DEVELOPMENT WILL ADHERE TO ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
PHASING	THIS PROJECT IS PROPOSED TO BE CONSTRUCTED IN PHASES. REFER TO THE PROJECT NARRATIVE FOR PHASING PLAN.

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Seals:

GEORGIA REGISTERED No. 035656 PROFESSIONAL ENGINEER EDWARD LANE
10/03/2025

Project Info:

Homewood Village
Athens-Clarke County

Sheet Issue: 08/01/2025 **Project No.** 25-3522

No.	Date	Description
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Master PD Site

PD-2

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HOMEWOOD DRIVE
50' R/W - 22' PAVED
(REF: PB 13 PG 224)

U.S. HWY 129
A.K.A. JEFFERSON ROAD

MAGNOLIA BLOSSOM WAY
50' R/W - 23' BOC TO BOC

TIE TO THE INTERSECTION OF HOMEWOOD DRIVE AND MAGNOLIA BLOSSOM WAY
S82°37'05" E 33.93'

S82°30'01"W
60.01'

THIS EASEMENT WAS TAKEN FROM A DEED BOOK LONG HAND LEGAL DESCRIPTION. IT'S TIED DOWN TO THE R/W INTERSECTIONS BASED ON THE DI BUT I HAVE NO ID IT'S INSIDE THE P EGRESS EASEME TO THE EAST OF TIE DISTANCE IS PLACING IT CLOSE TO WHERE IT'S CURRENTLY SHOWN

PROPOSED 3/4-IN DOMESTIC WATER SERVICE CONNECTIONS (TYP)

RESIDENTIAL WATER METER AND VAULT

PROPOSED PERVIOUS PAVER SYSTEMS THROUGHOUT THE PROJECT. EXACT LOCATIONS TBD DURING PLANS REVIEW.

100' GA POWER COMPANY EASEMENT (PB 13 PG 224)

PROPOSED CONNECTION TO EXISTING 6-IN WATER MAIN IN R/W

ACC WET WEATHER FLOW SEWER CAPACITY IS NOT AVAILABLE. A PRIVATELY-DESIGNED, OWNED, AND MAINTAINED SANITARY SEWER STORAGE FACILITY TO RETAIN SANITARY SEWER ON SITE DURING WET WEATHER CONDITIONS IS PROPOSED TO SERVE THE DEVELOPMENT.

ONE SOLUTION, SHOWN AND PROPOSED SHOWN HERE, INCLUDES AN UNDERGROUND ON-SITE STORAGE TANK TO MEET ALL ACC PUD STANDARDS. OTHER ALTERNATIVE SOLUTIONS AS DEEMED ACCEPTABLE BY PUD DIRECTOR MAY BE EXPLORED DURING PLANS REVIEW.

CONNECT SANITARY SEWER NETWORK AT THIS MANHOLE IE OUT = 680.96

INTERCEPT EXISTING SANITARY SEWER AT THIS MANHOLE AND REPLACE DOWNSTREAM LINE IE IN = 708.28

POSSIBLE CONNECTION EXISTING 6-IN WATER MAIN IN TRUCK SERVICE ALLEY

POSSIBLE LOCATION, RESIDENTIAL WATER METER AND VAULT

STORMWATER ENERGY DISSIPATION

SEABOARD COASTLINE RAILROAD 100' R/W

CMF R/W

PATIO

N

50 0 25 50 100
1 inch = 50 ft.

Seals:

GEORGIA REGISTERED No. 035656 PROFESSIONAL ENGINEER EDWARD LANE
10/03/2025

Project Info:

Homewood Village
Athens-Clarke County

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Master PD Conceptual Utility Plan

PD-3



PROPOSED PLANTED TREES

	QUANTITY PROPOSED	TOTAL CANOPY SF
LARGE CANOPY TREES (1,600 SF)	109	174,400 SF
MEDIUM CANOPY TREES (900 SF)	63	56,700 SF
SMALL CANOPY TREES (400 SF)	168	67,200 SF
TOTAL	340	298,300 SF

CANOPY CALCULATIONS

	REQUIRED	PROVIDED
CONSERVED CANOPY (EXISTING = 11.3%)	10% OR 67,957 SF	26,000 SF OR 4% (SEE REQUESTED WAIVER)
PLANTED AND CONSERVED CANOPY	43% OR 298,300 SF	324,300 SF OR 47%

PARKING LOT TREES

REQUIRED	1 TREE PER 7 PARKING SPACES OR 93 TREES
PROVIDED	+/- 161 TREES*

* THE MAJORITY OF THE TREES PROPOSED COULD BE CLASSIFIED AS "PARKING LOT TREE". PROPOSED PLANTINGS EXPECTED TO MEET OR EXCEED THE REQUIREMENT. FINAL DETERMINATION OF TREE TYPE (PARKING,STREET,PLAZA) TO BE DETERMINED AT PLANS REVIEW.

N

50 0 25 50 100

1 inch = 50 ft.

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Sheet Title:

Master PD Tree Management Plan

PD-4



1 **VIEW ALONG HOMEWOOD DR.**



2 **VIEW HOMEWOOD DR. & MAGNOLIA**

PRESTON

ARCHITECT
The Preston Partnership, LLC
115 Perimeter Center Place, Suite 1000
Atlanta, Georgia 30346
Contact: Andrew Butler
Tel. 478.542.4599

CLIENT
Carter USA
39 Georgia Avenue, SE, Suite 200
Atlanta, GA 30312
Contact: TJ Laco
Tel. 678.232.3509

SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

⚠	ISSUE	DATE

ISSUE
ZONING SUBMISSION

DATE
10/03/2025

JOB NUMBER
2443804

SHEET TITLE
ARCHITECTURAL RENDERINGS

SHEET NUMBER
AR-01

COMMENTS

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1 VIEW BETWEEN BLDG 100 & 200



2 VIEW BETWEEN BLDG 100 & 200

PRESTON

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SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

ISSUE	DATE

ISSUE
ZONING SUBMISSION

DATE
10/03/2025

JOB NUMBER
2443804

SHEET TITLE
ARCHITECTURAL RENDERINGS

SHEET NUMBER
AR-02

COMMENTS

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1 **VIEW FROM MAGNOLIA DR.**



2 **VIEW AT RETAIL TOWARDS BLDG 100**

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SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

ISSUE	DATE

ISSUE

ZONING SUBMISSION

DATE

10/03/2025

JOB NUMBER

2443804

SHEET TITLE

ARCHITECTURAL RENDERINGS

SHEET NUMBER

AR-03

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1 **EXISTING RETAIL WITH PROPOSED MIXED-USE**



2 **VIEW FROM PROPOSED RESTARUANT**

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SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

ISSUE	DATE

ISSUE
ZONING SUBMISSION

DATE
10/03/2025

JOB NUMBER
2443804

SHEET TITLE
ARCHITECTURAL RENDERINGS

SHEET NUMBER
AR-04

COMMENTS

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1 **VIEW BETWEEN BLDG 100 & 200**



2 **VIEW BETWEEN BLDG 100 & 200**

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The Preston Partnership, LLC
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Atlanta, GA 30312
Contact: TJ Laco
Tel. 678.232.3509

SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

⚠	ISSUE	DATE

ISSUE
ZONING SUBMISSION

DATE
10/03/2025

JOB NUMBER
2443804

SHEET TITLE
ARCHITECTURAL RENDERINGS

SHEET NUMBER
AR-05

COMMENTS

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2 BUILDING 100 - WEST ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING 100 - EAST ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING 100 - NORTH ELEVATION

SCALE: 1/16" = 1'-0"

INTERIOR LAYOUT IS STILL IN DEVELOPMENT. FINAL AMENITY/LOBBY LOCATION TBD. OVERALL ARCHITECTURAL CHARACTER WILL REMAIN CONSISTENT, WITH MINOR FAÇADE ADJUSTMENTS AS NEEDED.

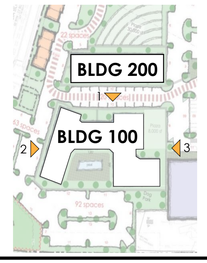
KEYED NOTES

EXTERIOR FINISHES		
TAG	**DESCRIPTION**	**COLOR/FINISH**
CP-1	CEMENTITIOUS SIDING - VARIED WIDTHS	WHITE
CP-2	CEMENTITIOUS SIDING - VARIED WIDTHS	GRAY
CP-3	CEMENTITIOUS SIDING - VARIED WIDTHS	BLACK
CP-4	CEMENTITIOUS PANEL	BLACK
TR-1	CEMENTITIOUS TRIM	BLACK
BR-1	BRICK VENEER	LIGHT BUFF
BR-2	BRICK VENEER	DARK CHARCOAL
WD-1	WOOD LOOK SIDING	TEXAS HONEY
MR-1	ALUMINUM RAILING W/ PICKETS	BLACK
SF-1	ALUMINUM STOREFRONT	BLACK

NOTES

1. REFER TO SITE PLAN FOR BUILDING ORIENTATION.
2. ALL TOILET AND DRYER EXHAUST VENT CAPS SHALL BE PAINTED TO MATCH ADJACENT SURFACE.
3. ALL EXPOSED SLAB EDGES SHALL BE PAINTED TO MATCH ADJACENT SURFACES.
4. EXPOSED SPACING OF ALTERNATIVE LAP SIDING 4", 4", 6", 8", 8"

KEY PLAN



PRESTON

ARCHITECT

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SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

ISSUE	DATE

ISSUE: ZONING SUBMISSION

DATE: 10/03/2025

JOB NUMBER: 2443804

SHEET TITLE: OVERALL ELEVATIONS BUILDING 100

SHEET NUMBER: **A4-01**

COMMENTS

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4 BUILDING 200 - EAST ELEVATION

SCALE: 1/16" = 1'-0"



3 BUILDING 200 - SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



2 BUILDING 200 - EAST ELEVATION

SCALE: 1/16" = 1'-0"



1 BUILDING 200 - NORTH ELEVATION

SCALE: 1/16" = 1'-0"

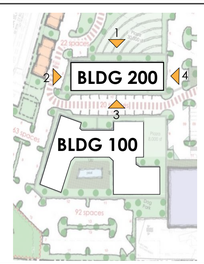
KEYED NOTES

EXTERIOR FINISHES		
TAG	**DESCRIPTION**	**COLOR/FINISH**
CP-1	CEMENTITIOUS SIDING - VARIED WIDTHS	WHITE
CP-2	CEMENTITIOUS SIDING - VARIED WIDTHS	GRAY
CP-3	CEMENTITIOUS SIDING - VARIED WIDTHS	BLACK
CP-4	CEMENTITIOUS PANEL	BLACK
TR-1	CEMENTITIOUS TRIM	BLACK
BR-1	BRICK VENEER	LIGHT BUFF
BR-2	BRICK VENEER	DARK CHARCOAL
WD-1	WOOD LOOK SIDING	TEXAS HONEY
MR-1	ALUMINUM RAILING W/ PICKETS	BLACK
SF-1	ALUMINUM STOREFRONT	BLACK

NOTES

1. REFER TO SITE PLAN FOR BUILDING ORIENTATION.
2. ALL TOILET AND DRYER EXHAUST VENT CAPS SHALL BE PAINTED TO MATCH ADJACENT SURFACE.
3. ALL EXPOSED SLAB EDGES SHALL BE PAINTED TO MATCH ADJACENT SURFACES.
4. EXPOSED SPACING OF ALTERNATIVE LAP SIDING 4", 4", 6", 8", 8"

KEY PLAN



PRESTON

ARCHITECT

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Tel. 478.542.4599

CLIENT

Carter USA
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Atlanta, GA 30312
Contact: TJ Laco
Tel. 678.232.3509

SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

ISSUE	DATE

ISSUE: ZONING SUBMISSION

DATE: 10/03/2025

JOB NUMBER: 2443804

SHEET TITLE: OVERALL ELEVATIONS BUILDING 200

SHEET NUMBER: **A4-02**

COMMENTS

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2 TOWNHOMES - BACK ELEVATION

SCALE: 3/16" = 1'-0"



1 TOWNHOMES - FRONT ELEVATION

SCALE: 3/16" = 1'-0"

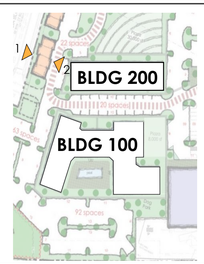
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CP-4	CEMENTITIOUS PANEL	BLACK
TR-1	CEMENTITIOUS TRIM	BLACK
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SF-1	ALUMINUM STOREFRONT	BLACK

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KEY PLAN



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SEAL

PROJECT

Carter/Austin Sumner Properties

FOR Carter USA

SHEET HISTORY

⚠	ISSUE	DATE

ISSUE: ZONING SUBMISSION

DATE: 10/03/2025

JOB NUMBER: 2443804

SHEET TITLE: OVERALL ELEVATIONS TOWNHOMES

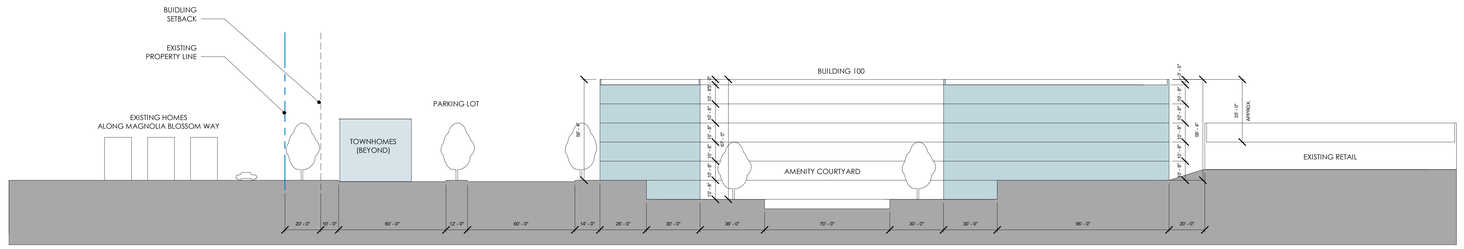
SHEET NUMBER: **A4-03**

COMMENTS

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SECTION CUT LINE

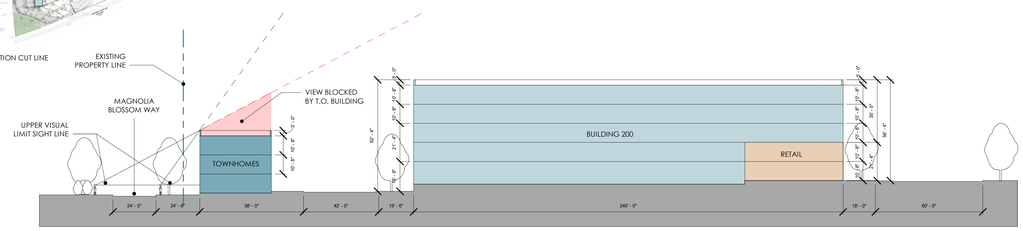


4 SECTION D-D

SCALE: 1" = 30'-0"



SECTION CUT LINE

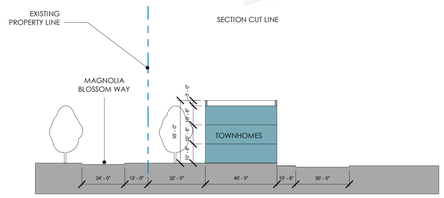


3 SECTION C-C

SCALE: 1" = 30'-0"



SECTION CUT LINE

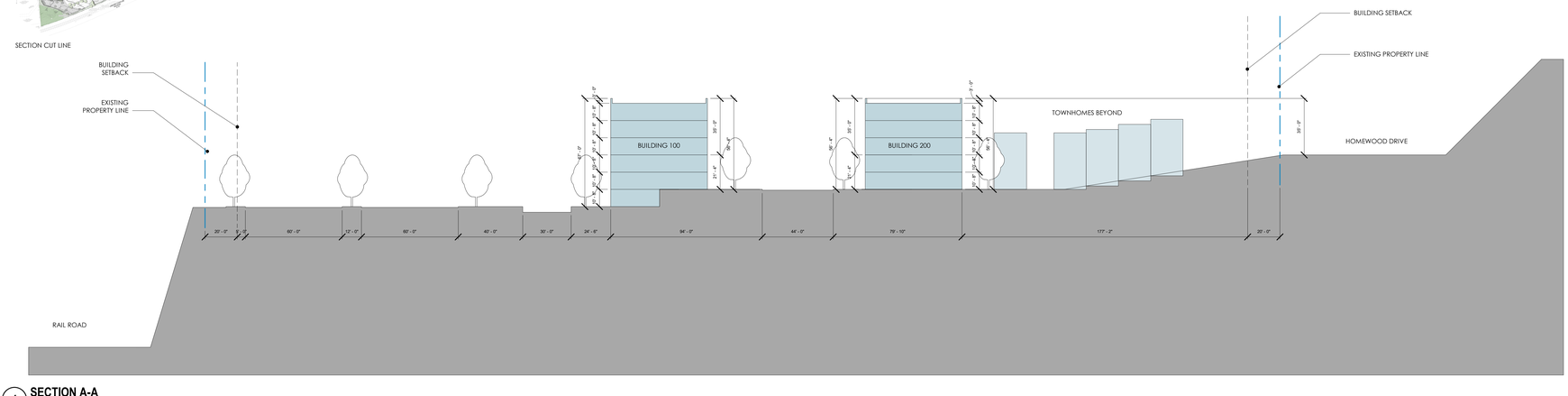


2 SECTION B-B

SCALE: 1" = 30'-0"



SECTION CUT LINE



1 SECTION A-A

SCALE: 1" = 30'-0"

30042

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Tel. 678-232-3509

CIVIL ENGINEER
SPG Land Surveyors
236 W. Franklin Street
Hartwell, GA 30643
Contact: Carol Anne Kelley
Tel. 762-253-0473

SEAL

PROJECT

HOMEWOOD VILLAGE

ATHENS-CLARKE COUNTY
ATHENS, GA
FOR: CARTER

SHEET HISTORY

ISSUE	DATE

ISSUE: SCHEMATIC DESIGN

DATE: 09/29/2025

JOB NUMBER: 2443804

SHEET TITLE: OVERALL STREET SECTIONS

SHEET NUMBER: **A1**

COMMENTS

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Homewood neighbors for smart redevelopment of Homewood Village



A redevelopment of this scale is a rare opportunity that will impact our community for decades to come. Many of the surrounding neighbors would be excited about a high-quality redevelopment that could attract more shops, restaurants/cafes, and other amenities, but we are concerned that we will be asked to bear the brunt of negative

traffic impacts without receiving the benefit of a truly enhanced community space where we can gather with our families and neighbors. Athens desperately needs more housing so we are ready to embrace new neighbors, but the project must be done at an appropriate scale, showing respect for the existing context. A project that meets the intent of the Future Land Use map designation "Town Center" would be an asset to the community and bolster our neighborhood pride and sense of place here in Homewood Hills.

The undersigned neighbors respectfully request that the Planning Commission consider the following concerns about the proposed planned development at 2415 Jefferson Road:

1. The scale and density of the proposed planned development are not compatible with the surrounding area. We oppose the construction of two five-story buildings directly adjacent to Homewood Hills and the Cottages at Homewood. Fewer stories, fewer units, and relocating the apartment buildings further from the Cottages would be more compatible.
2. This project lacks compatibility with Town Center designation envisioned for this parcel, as outlined in the ongoing future land use plan update process. In the Town Center designation, "the edges of nodes should be designed to transition to the surrounding neighborhood. Nodes will be designed as compact, walkable spaces with dedicated open space, a functional grid system, and a prioritization on multi-model transit." The project as currently proposed fails to meet these standards.
3. Traffic concerns: We are very concerned about traffic impacts at the intersection of Jefferson and S. Homewood, and potential cut-through traffic from Whitehead Rd. to Jefferson Rd. The submitted traffic impact analysis compares the highest potential impact of the existing development (not current vacancy conditions) to the impact of the redevelopment. We understand that may be standard practice. In this case, because the shopping center currently has a high vacancy rate, this analysis does not give a realistic assessment of the potential impacts on our neighborhood and is therefore insufficient. Please request additional traffic analysis to give a more accurate accounting of the potential impacts.
4. Despite claims that this development is a move closer to providing a Town-Center node, the site plan fails to provide adequate greenspace or connectivity for those walking or biking from surrounding neighborhoods. Please request that the applicant include a more robust internal sidewalk network and include a bike/pedestrian entrance on S. Homewood Dr. (where the vehicle entrance is proposed to be removed) with a crosswalk across S. Homewood.
5. Land use prohibitions: in order to maintain pedestrian orientation and town-center character, please restrict fast food, drive-thrus, auto repair shops, and other auto-oriented uses

6. Please request additional architectural renderings for the commercial component; based on the submitted materials, we are not confident that the architectural upgrades will be high quality.
7. Please require that the commercial upgrades be constructed simultaneously with the apartment buildings. We want to be sure that the commercial upgrades will be completed, and are concerned that Phase III of the project could be abandoned down the line.
8. Please require canopy trees that would have been planted in the power easement to be planted elsewhere on the property, in addition to as much landscaping and walkable greenspace as possible throughout the site.

	A	B	C	D
1	**Date**	**Name**	**Address**	**Why did you sign?**
2	26-May-25	Ben Hornsby	125 Clifton Dr Athens, GA, 30606	Homewood Hills resident wanting the BEST for the community
3	26-May-25	Dale Skeppstrom	195 S. Homewood Dr. Athens, Ga, 30606	I agree with concerns listed above.
4	26-May-25	Kim Alix Langdon	160 Devereux Dr Athens, GA, 30606	
5	26-May-25	Lara Mathes	260 Ashton Drive ATHENS, GA, 30606-	
6	26-May-25	William Tonks	270 Hunnicutt Dr Athens, GA, 30606	I believe the 8 points mentioned are very worthy of discussion. We are not anti-development/housing, just want to be sure as much is done as can be to make improvements that will add to lasting enrichment of our neighborhood.
7	26-May-25	Marnie Yeomans	126 Clifton Dr Athens, GA, 30606	Traffic concerns
8	26-May-25	Mary T. Kramer	140 N Homewood Drive Athens, GA, 30606	I live in Homewood Hills and will be greatly impacted by this development. The traffic and noise generated by this project will impair my safety and ability to enjoy living in my neighborhood. We chose our home several years ago because of the ability to walk and bike safely away from the traffic on Prince and other main roads.
9	26-May-25	Lauren Angert	240 Hunnicutt Drive Athens, Georgia, 30606	I love Homewood Hills and want this project to improve the value of my and my neighbors' homes. I want this project to improve our neighborhood rather than destroy it.
10	26-May-25	Mari Braveheart-Dances	133 S. Homewood Drive Athens, GA, 30606	I signed, because I wholeheartedly agree with each and every aspect of this petition. It will be a monumental failure of vision to allow the development as it currently stands, without attention to the details of quality standards this parcel demands - both for residents of Homewood Hills as well as the nearby Cottages. Unequivocally, people will cut through Whitehead Road. So it will negatively impact that neighborhood as well. Attention to all matters in this petition and thus changes made that are in line with the vision for Athens, is imperative. Athens' character must not be damaged or destroyed by this type of development as it currently stands.

	A	B	C	D
11	26-May-25	Eileen Driscoll	146 S Homewood Dr Athens, GA, 30606	Too much congestion in a small area. Traffic.
12	26-May-25	Barbara Houze	180 Pendleton Athens, Ga, 30606	Agree with suggestions and am concerned about quality and impact of renovations
13	26-May-25	Robert Parker	185 North Homewood Dr Athens, GA, 30606	Resident of Homewood hills concerned about development plans and traffic issues.
14	26-May-25	Nancy Jackson	285 Hunnicutt Dr. Athens, GA 30606, GA,	I have the same concerns referenced in the petition.
15	26-May-25	Jill Weekley	220 Clifton Drive Athens, GA, 30606	I am a resident in favor of these changes.
16	26-May-25	Robert Heath	120 Pendleton Dr Athens, GA, 30606	Traffic concerns
17	26-May-25	Steven Casadont	189 Pendleton Drive Athens, GA, 30606	Because I am in full agreement with all of the concerns expressed in the petition
18	26-May-25	Seth Hendershot	140 S Homewood Dr Athens, GA, 30606	We live one block away from the proposed development and are concerned about the potential impact it will have on our community.
19	26-May-25	Janet Slavin	120 Atkinson Dr Athens, GA, 30606	Deep concerns about construction, business types, tenant quantity & quality, impact on traffic & well established residential neighborhoods.
20	26-May-25	Dylan Wilson	193 Pendleton Dr Athens, GA, 30606	The houses in this neighborhood have character. Large unattractive contemporary style apartment building don't mesh with the unique style of Homewood Hills. The potential overload of the Jefferson and Homewood intersection is not only inconvenient for those living here, but also for everyone commuting to and from Athens daily using Prince/129.

	A	B	C	D
21	26-May-25	Michael Goltzer	120 Valleywood Athens, GA, 30606	I'm concerned that any increased traffic flow will produce unsafe conditions. I noted that the developer stated that improvement to storefronts and the retail properties would be deferred to some undefined date and worry that they might not be implemented. I also heard the developer comment about retaining the "mature trees" along Homewood. Those are Bradford Pears, which are essentially undesirable invasives. They should be replaced, preferably with native trees or other plants to screen the view of the five story apartments from the road.
22	26-May-25	Kelly Whitcomb	193 Pendleton Drive Athens, GA, 30606	
23	26-May-25	Lou Tolosa-Casadont	189 Pendleton Drive Athens, Georgia, 30606	I agree with the respectful request stated above asking that the Planning Commission and Board of Commissioners consider the following concerns about the proposed planned development at 2415 Jefferson Road. Thank you for taking these concerns into account.
24	26-May-25	Melissa Aguilar	290 hunnicutt drive Athens, GA, 30606	I desire smart redevelopment for our neighborhood.
25	26-May-25	Dennis Frary	125 Hunnicutt Dr Athens, GA, 30606	For a better plan.
26	25-May-25	Kim Zanone	Athens, GA, 30606	The issues above seemed like valid reasons to sign.
27	25-May-25	Lilyan West	145 Atkinson Dr Athens, GA, 30606	I oppose this development. I pay almost $6,500 taxes as a homeowner in Homewood Hills. Please respect our wishes and do not go through with this project.
28	25-May-25	Kelly Purcell	245 Hunnicutt Drive Athens, Georgia, 30606	I am concerned about the traffic.
29	25-May-25	Deryl Bailey	135 Valleywood drive Athens, GA, 30606	

	A	B	C	D
30	25-May-25	Mark Ralston	190 PENDLETON DR ATHENS, GA, 30606-1645	I live in Homewood Hills and drive by this area twice daily or more, as well as bicycling through it frequently. I agree with the points articulated in this petition. The redevelopment needs to have lower buildings, especially at the end near Homewood Cottages, traffic impact estimates seem unrealistic, postponing commercial development presents a risk that it may not be built at all, and the site needs better bike/ped infrastructure and connectedness.
31	25-May-25	Lindsey Patat	225 Pendleton Dr. Athens, GA, 30606	Too much traffic, and housing too dense.
32	25-May-25	Samuel Patat	225 Pendleton Dr Athens, Georgia, 30606	Too much density/traffic already, not enough green-space.
33	25-May-25	Zach Moore	133 Magnolia Blossom Way Athens, GA, 30606	
34	25-May-25	Anna Moore	260 magnolia blossom way Athens, Ga, 30606	
35	25-May-25	Anne Ridgway	264 Magnolia blossom Way Athens, Ga, 30606	I could write a book, but basically all the reasons above. This is also not going to help the issue of affordable housing. The worst part is no one has thought how this will impact traffic. 200 plus residents trying to make a right out of the complex into a lane that leads to the loop is ridiculous. It is like no one has been out here to test any of these issues. Losing the commercial space is ridiculous. We have businesses now that are fine. Please rethink the five stories. I would think two stories is fine. Allow these to be homes or condos with apartments that are affordable. Make the space green and accessible. Rezoning because you want more money from apartments is not in our best interest.
36	25-May-25	John R Caldwell	521 Lakeland Court Athens, GA, 30607	I live in this area and I want to see responsible growth and building.
37	25-May-25	Scott Pippin	160 N Homewood dr Athens, GA, 30606	

	A	B	C	D
38	24-May-25	Anna Bearden	282 Janice Drive Athens, GA, 30606	While I support additional housing and a development in The Homewood Hills shopping center, a more thoughtful development in keeping with the infrastructure and current needs of the community feels more in line with helping to maintain the current character and use of this area of the neighborhood. I am most concerned with the onslaught of traffic and already fraught thoroughfare usage of the neighborhood streets in the event of this level of additional housing.
39	24-May-25	Scotty Diesch	200 Valleywood Drive Athens, GA, 30606	I want more green space planned into the build. And for more thought about future traffic to be taken into consideration.
40	24-May-25	Stephanie Starr	175 Valleywood drive Athens, Ga, 30606	I live in the neighborhood and would like to see redevelopment be held to a high standard and done well.
41	24-May-25	John Brannen	245 Sharon Cir. Athens, GA, 30606	
42	24-May-25	Lindsay Brannen	245 Sharon Circle Athens, GA, 30606	I feel that the way the project has been rolled out so far, it does not take into account that it is basically INSIDE the Homewood Hills/Cottages at Homewood neighborhoods. The scale of the proposed apartments does not fit the areas surrounding it. Also, with so much commercial space being torn down and not replaced, the quality of businesses that will move in is of huge concern to me. I do not want to see any drive-thru chains, as that will only create more traffic. It will also create the type of customer who is coming into the shopping center only to leave immediately after their drive-thru destination. I would much rather see a shopping area where people can easily walk or bike or drive and stay a while, visiting several types of stores and/or eateries. I am also concerned about the commercial space being updated after the apartments are built, as mentioned in the petition. It should be addressed alongside the building of the apartments.
43	24-May-25	Theresa Wright	190 Atkinson Drive Athens, GA, 30606	We have an historical neighborhood with a family-friendly, safe sense of place. Adding 5-story apartment buildings at the entrance to our neighborhood is inconsistent with that sense of place. Apartment buildings will decrease property values, create additional traffic problems, and promote using the current neighborhood as a cut-through to Whitehead Road to avoid the congestion at the Jefferson Road stoplight. The intersection is already dangerous, adding more cars will make it treacherous. The property owner does not historically take great care of the property and we can only anticipate consistent behavior in the future.

	A	B	C	D
44	24-May-25	Suzanne Reichner	235 CLIFTON DR Athens, GA, 30606	We do need update and housing in our shopping center but feel that the current structures are an eye sore and the concern of added traffic to the already busy Jefferson/Homewood exit. It is a great investment for the company but not for the Homewood community.
45	24-May-25	David Jones	130 devereux dr Athens, Ga, 30606	Do not want the congestion in the neighbirhood
46	24-May-25	Sophia Turkington	360 Ashton Dr Athens, GA, 30606	Traffic concerns, lack of green space, poorly configured design, lack of foresight This development feels like it is trying to prey on poor people and disregards/is ignorant of all surrounding infrastructure.
47	24-May-25	Faith Critzer	215 Pendleton Drive Athens, GA, 30606	Would like to have purposeful development with proper planning and development for increased occupancy as well as opportunities to revitalize the area commercially to benefit all in the neighborhood.
48	24-May-25	Erin McElroy	160 Valleywood Dr Athens, GA, 30606	In addition to providing additional affordable housing, I would like to see more space for recreation/greenspace that can be utilized by several surrounding neighborhoods.
49	24-May-25	Susannah Dalling	150 Ashton Drive Athens, GA, 30606	Decreased property values within the subdivision. Increased negative traffic issues within the neighborhood. Development plans not fitting for the location!!!
50	24-May-25	Andres Aguilar	290 Hunnicutt Dr Athens, Ga, 30606	
51	24-May-25	Jim Black	240 Magnolia Blossom Way Athens, GA, 30606	While I'm for growth & redevelopment in Clarke County, I don't want to overburden the infrastructure, which I believe adding 220 vehicles to an already congested roadway will do. A solution should be determined regarding the Homewood/Jefferson Hwy intersection and widening the bridges over the railway & bypass.
52	24-May-25	Robert Thompson	370 Ashton Dr Athens, Ga, 30606	My main concern is traffic. I've lived on Ashton Dr for 20+ years and nothing has been done to discourage cut through traffic despite multiple attempts. I can't imagine this project is going to help this problem.
53	24-May-25	Rachel Hanauer	160 Clifton Dr Athens, GA, 30606-1631	Athens needs more good housing with green space, play space for kids, and integrated plans for transportation and commercial development. The current proposal does not meet those requirements.
54	24-May-25	Alex Strauss	160 Clifton Dr Athens, GA, 30606	

	A	B	C	D
55	24-May-25	Laura Fowler	240 Ashton Dr Athens, Ga, 30606	Concerns about cut through traffic from Whitehead Rd to Jefferson Rd. I live on Ashton Dr and cars drive too fast cutting through
56	24-May-25	Todd Miller	115 Clifton Drive Athens, GA, 30606	
57	24-May-25	Jeffrey Hanna	285 Pendleton Drive Athens, Ga, 30606	We agree with the assertions of this document and don't want to have our neighborhood negatively impacted!
58	23-May-25	Karen Handel	175 N Homewood Drive Athens, GA, 30606	
59	23-May-25	Andreas Handel	175 N Homewood Drive Athens, GA, 30606	While I am supportive of a redevelopment of the shopping center, I fully agree with the petition that the current plan pretty much only focuses on maximizing profits for the developers with little concern for the overall suitability and fit for the neighborhood, location, and Athens in general.
60	23-May-25	Colette Walsh	225 Magnolia Blossom Way Athens, Ga, 30606	I am concerned about the points mentioned above and additionally about the traffic to the back entrance from S Homewood onto Magnolia Blossom Way. As this access road is the only way in and out of the Cottages at Homewood.
61	23-May-25	John McMillan	110 Clifton Drive Athens, GA, 30606	Because I agree
62	23-May-25	Bret Jamieson	245 Clifton Dr Athens, GA, 30606	I have almost no faith in our commission or planning department to do anything to benefit me and my family. 20 years of living in Athens has only further cemented this understanding so any suggested improvement upon their initially approved proposals is welcome.
63	22-May-25	Ike McKim	175 Clifton Dr Athens, GA, 30606	I like bikes
64	22-May-25	Brent Hedrick	392 Ashton Drive Athens, GA, 30606	I agree with these points. My primary concern is a walkable/ bikeable pleasant center with amenities like groceries and a pub. Don't want dialysis center and auto zone with the associated car traffic . Class it up come on
65	22-May-25	Kathryn Kipling	392 Ashton Drive Athens, GA, 30606-1622	I want to ensure this project is done thoughtfully and with a positive or neutral impact to the neighborhood. Especially concerned about cut through traffic on Ashton.

	A	B	C	D
66	22-May-25	Robert Ford	175 Clifton Drive Athens, GA, 30606	I am concerned this will turn into another area similar to the new Publix shopping center on Jefferson, just fast food, auto shops and nail salons. This sounds nothing like the town center plan we had envisioned. Traffic is also going to be a nightmare.
67	22-May-25	Melissa McKim	175 Clifton DR Athens, GA, 30606	I live here.
68	22-May-25	Rielle Navitski	375 Ashton Dr Athens, GA, 30606	
69	22-May-25	Paige Trammell	192 Magnolia Blossom Way Athens, GA, 30606	I live in the Cottages at Homewood and the new development would directly affect me. I was very excited to hear about the renovations happening to our Homewood Village initially. We could definitely benefit from some new businesses and a clean up of the area. Right now I really only go to the Taqueria La Parrilla. I have gone into the Dollar General Market a few times and have felt extremely unsafe most of the times I have been by. New restaurants and businesses are exactly what we need. I am very upset to hear about the apartments being built though. I have no idea how over 200 apartments are going to fit in the area and where these extra 200-400 people are going to park. This is going to create unnecessary traffic and backups at our one light to get out of the area. I chose this neighborhood and this side of Athens to avoid the traffic that many of the other areas in town see. I find it very hard to see any benefit to these apartments. It's going to create congestion and our nice quiet quaint neighborhood will most definitely be impacted in a negative way. Please think about those of us that are already living in this area and how this redevelopment plan could negatively affect us. Again, we are excited to see a cleanup of the area and growth for businesses but apartments are not necessary and will just cause problems for us that are already living here.
70	22-May-25	Jacob Sapp	238 Moss Side Dr Athens, GA, 30607	Let's do this, but let's do it right!
71	22-May-25	Mary Ramsey	135 Hunnicutt Drive Athens, GA, 30606	

	A	B	C	D
72	22-May-25	Madeline Hassett	143 Clifton dr Athens, GA, 30606	I don't want my neighborhood entrance to have fastfood restaurant developments with no concern for residents and too many apartments with not enough green space or pedestrian access.
73	22-May-25	Karen McCullough	170 Hunnicutt Dr Athens, GA, 30606	I'm going to be impacted by the development.....the traffic circle is already dangerous
74	22-May-25	Jeannie Heath	120 Pendleton Drive Athens, GA, 30606	I live in Homewood Hills. I agree with the requests in this petition .
75	21-May-25	Sarah Jones	125 Sharon Court Athens, GA, 30606	To ensure the new development makes sense for the area.
76	21-May-25	Chris Moore	260 Magnolia Blossom Way Athens, GA, 30606	I live in the Cottages of Homewood, a tightly knit community where we all value our peaceful residential space. The proposed development as it stands now in close proximity to our entrance will be invasive for those of us who live on Magnolia Blossom Way. While we most certainly want Homewood Village to be reconfigured, we want it done so in a tasteful way...not in a way that solely benefits the developer.
77	21-May-25	David Martin	100 Sharon Ct. Athens, GA, 30606	I love my city and my neighborhood, so I want any changes to my city and neighborhood to be done as thoughtfully as possible.
78	21-May-25	Teresa Stokes	165 Hunnicutt Drive Athens, GA, 30606	Support the development of this shopping center as outlined in the petition.
79	21-May-25	Lexi Torres	100 Sharon Court Athens, GA, 30606	I live in Homewood Hills and want the new development to be designed to optimize green spaces, pedestrian access and community amenities.
80	21-May-25	Bert Stone	133 Clifton Dr Athens, Ga, 30606	Common sense development
81	21-May-25	Leslie Fraser	255 WESTWOOD DR Athens, GA, 30606	Really not a fan of traffic.
82	21-May-25	Mary Berry	215 Clifton Dr ATHENS, GA, 30606	I am a concerned neighbor who wants to see responsible construction that brings value to our shopping center and neighborhood. Please do not close off access to Homewood Hills Shopping Center from S. Homewood Drive.
83	21-May-25	Karen Denning	320 Atkinson Dr Athens, Ga, 30606	Against new development-traffic is already horrible in our area!!
84	21-May-25	Jean Ryan	335 Ashton Drive Athens, GA, 30606	

	A	B	C	D
85	21-May-25	Jonathan Robinson	115 Moss Side Dr Athens, Georgia, 30607	Agree with all 8 concerns listed for the proposal.
86	21-May-25	Derek Moore	360 Ashton Drive Athens, GA, 30606	I am concerned by this project as a whole. The increase in cross through traffic on Ashton Drive along with the lack of infrastructure upgrades when it comes to the intersection are both concerning to me. Also where is the greenspace? This seems like a quick way for a development company to make a few bucks.
87	21-May-25	Kim Logan	398 Ashton Drive Athens, Georgia, 30606	Concerned about traffic and those that would use Ashton Drive as a cut through (from Whitehead Road to the shopping center). This is already an issue.
88	21-May-25	Susan McCormick Skepps	195 S Homewood Dr. Athens, GA, 30606	All items listed above are valid concerns. I have lived here over 30 years and understand the need for the shopping center redevelopment. My main concern is for traffic to be dealt with effectively.
89	20-May-25	Linda Kimsey	220 Moss Side Drive Athens, Georgia, 30607	We are very concerned about the number of apartments and the volume of cars that will affect our traffic flow! Jefferson Road is slready a nightmare and cannot be widened.
90	20-May-25	Rick Cogdell	135 Raintree Ct Athens, GA, 30607	Concerned neighbor. Want a development that encourages people to gather. Hope there is some outdoor dining opportunities with surrounding trees and shrubs. Hope construction is high quality that encourages quality businesses !
91	20-May-25	Belle Clemetson	140 Moss Side Drive Athens, GA, 30607	I am concerned over the new redevelopment. I am concerned over what it will bring to the area and how it will affect my property values if not done properly.
92	20-May-25	Tim Holt	262 Moss Side Drive Athens, Georgia 30607,	Interested in keeping a nice looking neighborhood
93	20-May-25	Owen Beasley	180 Atkinson Dr Athens, GA, 30606	I believe in the power of green spaces and thriving walkable communities!
94	20-May-25	Reed Sheats	198 Moss Side Drive Athens, GA, 30607	These all seem to be reasonable requests for the redevelopment.

	A	B	C	D
95	20-May-25	Jon McElroy	228 Magnolia Blossom Way Athens, GA, 30606	I agree 100 percent with the above statements and concerns. I am staunchly against what has been proposed to date. We have waited many years for this site to be redeveloped and the proposed project is not what the community envisions for this site. I would also strongly state that this plan is not even the way the Developer would build if there weren't easements and leases in place. They should be patient like we have been build it the way the community envisions and deserves.
96	20-May-25	Claire James	244 Moss Side Dr. Athens, GA, 30607	
97	20-May-25	Amy Bales	190 S Homewood Drive Athens, GA, 30606	I live on S Homewood and my elderly father lives with me. I have had to have our mailbox moved due to the traffic despite the new speed humps that have been added in the last year. I am not in the best of health and neither of us could walk across the street the get the mail because of the high volume of through traffic and high rate of speed without any regard to the people who live in the neighborhood. The red light at Jefferson/Prince will not be able to handle an additional volume of cars that is proposed for the new development. How about doing a traffic study that would last for more than one day or better yet how about doing it on a home UGA game. The development will put an even more strain on the through traffic cutting from Whitehead Road to Jefferson/Prince. The high rate of the homeless that is already in this area is ridiculous that the county can not take of at the moment.
98	20-May-25	Carey Hornsby	125 Clifton Dr Athens, GA, 30606	To encourage the best future for our neighborhood.
99	20-May-25	Tiffany Andrews	160 Sharon Circle Athens, GA, 30606	Preserving and/or bettering our wonderful neighborhood is important to me.

	A	B	C	D
100	20-May-25	Jeannette Herzog	109 Magnolia Blossom Way Athens, GA, 30606	I'm one of the first homes immediately behind the shopping center in the Cottages. The proposed 5-story buildings would all but blot out the limited view beyond the shopping center that we near the front of the neighborhood have now. Additionally, the traffic that 200+ units would generate would be overwhelming. S Homewood already struggles with people turning left into the shopping center with folks behind them. It's simply not made for more traffic than it currently sees. I'm all for housing options, but would love to see a more reasonable less-dense use - townhomes or condos that can be purchased by folks as first-time homebuyers if they are ready. The continued proliferation of rental housing does nothing for the future of the middle class. Also I totally understand that the leases of the existing tenants must be honored but I would also want to see assurances that renovations would bring in higher caliber establishments but also long-term ones.
101	20-May-25	Connie Johnson	145 Moss Side Drive Athens, GA, 30635	To protect our neighborhood with the best possible use of development.
102	19-May-25	Jane Holt	262 Moss Side Dr Athens, Georgia, 30607	I share the concerns of a large development compromising our community in multiple ways. A much truer town center concept with lower density would be more amenable.
103	19-May-25	Jenny Best	101 Moss Side Dr. Athens, GA, 30607	Concern about the nature of area developments.
104	19-May-25	Wilda Sharoff	205 Hunnicutt Dr Athens, Ga, 30606	
105	19-May-25	Kelly Curran	144 Magnolia Blossom Way Athens, GA, 30606	I live in Cottages at Homewood and am very concerned about traffic. I'd also prefer more commercial space vs high rise residential. I'm in favor of redeveloping this center, but think that there are better options

	A	B	C	D
106	19-May-25	Jeff Soileau	105 Hunnicutt Dr. Athens, GA, 30606	I vehemently oppose the construction of an apartment complex in the Homewood Hills neighborhood. This is a blatant money-grab for wealthy developers. These "investors" do not care about the quality of life of those of us who purchased property here precisely to AVOID living among apartment complexes. (We purchased our home from the original 1960 owners with intention of retiring in this neighborhood in a few years.) The millionaires that are backing this project do NOT live here. They see this as profit-driven only. Again, vehemently opposed to this.
107	19-May-25	Mary Haddon	170 Sharon Cir Athens, GA, 30606	As a resident of Homewood Hills, I am very concerned about the increased traffic without any modifications/updates/upgrades to the current intersection of Homewood and Jefferson road.
108	19-May-25	Sheridan Soileau	105 Hunnicutt Drive Athens, GA, 30606	Opposed to apartment buildings in our neighborhood.
109	19-May-25	William Benson	235 Moss Side Drive Athens, GA, 30607	Very concerned about traffic implications.
110	19-May-25	Elizabeth Little	170 N Homewood Dr Athens, Ga, 30606	I am in this neighborhood and I am concerned that the concept of a neighborhood center is not being honored. We need some neighborhood stores. Too many apartments (5 story apartment buildings!) and no mention of redevelopment of the commercial. As planned there are too many negatives for the neighborhood and no positives.
111	19-May-25	Curtis H Collier Jr	165 Moss Side Dr Athens, GA, 30607	Traffic congestion. Negative effect on surrounding property values. Object to 5 story buildings. Need more information on quality of buildings and overall development.
112	19-May-25	Louise M Collier	165 Moss Side Dr Athens, Ga, 30606	Traffic concerns. Quality of development. Impact on area property values.
113	19-May-25	Nancy Snowden	129 Magnolia Blossom Way Athens, Ga, 30606	Five stories is unacceptable. At the most three stories would be acceptable. Too little emphasis on high end retail. Traffic will be too high for this area.
114	19-May-25	Joseph Astacio	295 Pendleton Dr Athens, GA, 30606	I'm against the magnitude of this project and concerned with its impact on existing neighborhoods. Traffic congestion, noise, lack of green space.

	A	B	C	D
115	19-May-25	Justin Brogdon	210 Hunnicutt Dr. Athens, GA, 30606	For years as a neighborhood we have wished and hoped for a revitalization of the Homewood shopping center. Something that would benefit all of us who live in the area. When we heard there were talks of change we were excited, less excited to know that it's going to be an apartment complex bringing an incredible amount of traffic to that intersection. We are hopeful, but want to make sure our voice is being heard. Don't ruin our amazing neighborhood!
116	19-May-25	Kalena Bragg	130 Valleywood Dr Athens, GA, 30606	
117	19-May-25	Jordan Dotson	119 CLIFTON DR ATHENS, GA, 30606	I am excited about this new space and development, but want to ensure it's done nicely and in a smart way. This could be amazing, but needs to be thought through and the established neighborhoods surrounding need to be taken into consideration. We don't need a new apartment building that will be run down in 5 years and then only attracting bottom of the barrel stores. The shopping and housing should be a positive addition to the area, not another future reason to throw up a dollar general and trashed apartment complex
118	19-May-25	Monica Stapleton	130 Moss Side Drive Athens, GA, 30607	The proposed development wouldn't enhance the area or provide a benefit, if built in the way the developer is intending. The additional traffic burden to the area would snarl traffic worse than it already does around rush hour. The developers have referred to this as a high-end property, but nothing about the way they have described it seems high-end. They would need to do significant landscaping to the area, to improve the appearance of that plaza and they have not show that is in their plans.
119	19-May-25	Janine Sheedy	130 PENDLETON DR Athens, GA, 30606	
120	19-May-25	Angela Burgess	125 Moss Side Dr. Athens, GA, 30607	I am a neighbor who is invested in my community.
121	19-May-25	Gillian Herbert	120 Sharon Circle Athens, GA, 30606	I share concerns with my neighbors, especially regarding the traffic impact as a result of this plan.

	A	B	C	D
122	18-May-25	Macy Fox	155 N Homewood Dr Athens, Georgia, 30606	We live in Homewood Hills. I am concerned about the increase in traffic, and the increase in people coming through the neighborhood. We live on N Homewood Dr on a large hill and we already have people speed around the curve and down the hill. We have two little girls who play outside, and I worry about having so many new people in the neighborhood. Will we still feel safe walking around the neighborhood? Will we feel like our children can learn to ride a bike in our neighborhood? We moved to Homewood Hills for the friendly neighborhood atmosphere. Currently there is a very strong sense of community and safety. Please help us to maintain this. We are very keen to hear about how this development will integrate with the existing neighborhood. My husband and I both have a degree in horticulture from the University of Georgia and are happy to give recommendations on affordable, low-maintenance native trees and plants for the canopy cover and green space. Trees and green spaces are such an important part of our environment that contribute to air & water quality, biodiversity, beauty, and mental wellbeing. They help to prevent erosion and promote urban cooling. Let's keep Athens green (quite literally) and be an example for further development.
123	18-May-25	Scott Long	180 Clifton Dr ATHENS, GA, 30606	What I have seen of the plans thus far is underwhelming to say the least.
124	18-May-25	Susan Bell	245 Ashton Dr. Athens, Georgia, 30606	As a Homewood Hills' homeowner who will be directly affected by this development, I'm very concerned about the impact the development will have on our neighborhood and support all the specific requests stated in this petition. My hope is that both Athens-Clarke County and the developer will care enough about those of us who will be impacted most to address our concerns.
125	18-May-25	Jeremy Patat	225 Pendleton Dr Athens, Georgia, 30606	Concerned neighbor.

	A	B	C	D
126	18-May-25	Sue Barber	187 S Homewood Drive Athens, GA, 30606	Because I want to protect our neighborhood.
127	18-May-25	Niyantri Ravindran	165 Valleywood Drive Athens, GA, 30606	I share some of these concerns and the proposed alternatives sound reasonable to me.
128	18-May-25	Todd McDaniel	125 Sharon cir Athens, ga, 30606	
129	18-May-25	Max Wilson	180 N Homewood Dr. Athens, Ga, 30606	I have all the same concerns listed, and I'm mostly concerned, that the current plans will not allow adequate community space for the existing neighborhood as well as the underestimation of traffic concerns in the original traffic study.
130	18-May-25	Elizabeth Meeley	180 N Homewood Drive Athens, GA, 30606	I completely agree that a town center would benefit our neighborhood and community as a whole, if done well. The plans, as submitted fall short, as well stated above. All of these adjustments need to be made in order for this development to add value to Athens!
131	18-May-25	Corey Saba	121 Magnolia Blossom Way Athens, GA, 30606	I am opposed to this plan as it will negatively impact my quality of life and likely reduce my property value. The traffic at the intersection is already bad enough, especially if you are coming off the outer loop and trying to merge 3 lanes of traffic to turn onto S Homewood.
132	18-May-25	Heather McElroy	228 Magnolia Blossom Way Athens, GA, 30606	I'm against hundreds of apartments in Homewood Village. There are so many better options for smart housing that will be complimentary to the surrounding neighborhood. The commercial redevelopment should be the first priority to turn the complex around. That cannot happen with the current tenants in place-DG market, the call center and the thrift store.
133	18-May-25	Samuel Potter	130 Ashton Ct Athens, GA, 30606	
134	17-May-25	Nicholas Basinger	South Homewood Drive, South Homewood Drive,	Because I believe that the connectivity for bike and pedestrian access can be improved. I would like the developer to think more creatively about how to make this a community hub and not a quick flip to make a buck.
135	17-May-25	Grace Tuschak	146 South Homewood Drive Athens, GA,	

	A	B	C	D
136	17-May-25	Lauren Black	240 Magnolia Blossom Way Athens, Ga, 30606	
137	17-May-25	Olivia Potter	130 Ashton Court Athens, GA, 30606	Our home is currently negatively impacted by the noise due to the traffic from Jefferson Road to Whitehead road via Ashton Drive. Would love to mitigate any further negative impacts. But so excited for the right changes to be made to the HH shopping center!
138	17-May-25	Gloria McCrary	100 South Homewood Drive Athens, GA,	These apartments will literally be in my backyard
139	17-May-25	Deborah Swinford	227 Hunnicutt Dr Athens, Ga, 30606	I have lived in Homewood Hills for over 32 years and share all the concerns as outlined in the petition. Very concerned about the increased traffic to the neighborhood. We have no sidewalks and this is a neighborhood where individuals and families are out walking daily. Many young families with children have moved into the neighborhood. We already have an issue with traffic cut through from Whitehead. This will only increase if proposed apartments are built Two five story apartment buildings are not what most of us envisioned for the shopping center.
140	15-May-25	Jennifer Hendershot	140 S Homewood dr Athens, GA, us, 30606	I am very concerned about the negative impact of this development as it stands. I do not want it to move forward without the developers addressing the concerns outlined in this petition.

Marc Beechuk

From: Max Doty
Sent: Thursday, June 5, 2025 5:41 PM
To: Marc Beechuk; Stephen Jaques
Cc: Planning Internet Email
Subject: FW: [EXT]Fw: Planning commission letter/Jefferson Rd

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From: Del Little [redacted]
Sent: Thursday, June 5, 2025 5:16 PM
To: Planning Internet Email <Planning@accgov.com>
Subject: [EXT]Fw: Planning commission letter/Jefferson Rd

EXTERNAL SENDER: This email originated from outside of the organization.
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Please share this with the commissioners even though it is too late for their meeting this evening. I sent it to the wrong address yesterday.
---del

From: Del Little [redacted]
Sent: Wednesday, June 4, 2025 10:37 AM
To: planning@acc.gov <planning@acc.gov>
Subject: Planning commission letter/Jefferson Rd

Dear Commissioners,

My name is Del Little. I live at 160 Crescent Road which is perpendicular to Jefferson Road between Homewood Hills Drive and Lavender Road. This email is in opposition to residential development off Jefferson Road.

I would urge you to look at traffic flow before any more development is recommended in this area. There are six stop lights in the two miles between South Homewood Hills Drive and Lavendar Road. A main issue is that this stretch of Jefferson Road has no turning lanes. Those of us who live on streets where we egress/ingress onto Jefferson Road without a light have long waits to pull out and harrowing waits when we have to hope an entire lane of traffic safely stops behind us while we try to get across oncoming traffic. I think if you look at the accident reports for this stretch of highway that you will find an abnormally high number of incidents.

Until there are turning lanes on Jefferson Rd. from Homewood Hills to Lavender Road the idea of more housing is unsafe. Also Hawthorne and Prince Ave are bumper to bumper at times and residential development out here will not help that.

Thank you for considering these issues as you prepare to vote,
Del Little

Marc Beechuk

From: Molly DePriest
Sent: Thursday, June 5, 2025 8:11 AM
To: Stephen Jaques; Marc Beechuk
Cc: Planning Internet Email
Subject: FW: [EXT]Proposed development at 2415 Jefferson Road

Follow Up Flag: Follow up
Flag Status: Flagged

From: Jeanne Herzog [redacted]
Sent: Wednesday, June 4, 2025 9:50 PM
To: Planning Internet Email <Planning@accgov.com>
Subject: [EXT]Proposed development at 2415 Jefferson Road

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Hello,

I'm unfortunately not likely to be able to attend the planning meeting on June 5th, 2025 in person, but I hope my comments herein can be read and/or considered in my absence.

I'm a 13-year resident of the Cottages at Homewood, located directly behind the shopping center. This is my first home, and I'm very proud of the continued investment I've made in it since purchase I'm the third house on the left as you enter the community, so quite close to the entrance.

While I am in favor of redevelopment of the shopping center generally, I am concerned about this proposal primarily due to the density of the planned residential units and the impact they would have on traffic in and around the existing entrances to the center, especially using Magnolia Blossom Way as primary ingress and egress point.

I did some quick calculations - there are 55 homes in the Cottages neighborhood. The parcel on which they sit is about 20 acres, but that includes a lot of greenspace. Assuming the 55 homes occupy half of the total acreage, that's an average 5.5 homes per acre. The proposal is for 233 units on a little over half of that 10 acres - a density of about 44 units per acre. Eight times the density.

Where do these residents park? How do they reach the parking? The most convenient way seems to be via the existing entrance to my neighborhood since the plan is to remove the second entrance to the parcel from S Homewood. 8 times the vehicle traffic in a location where it is readily audible to me today, even inside my home. 8 times the number of people driving entirely too fast for such a narrow residential road.

Further concerns include the proliferation of rental units within ACC. When will people ever get the opportunity to buy their first home, like I was able to in 2012, if as a community we continue to prioritize large rental properties like this over development of smaller homes and townhomes that could afford opportunities for home ownership?

Again, I applaud the developers for seeking opportunities to revitalize this shopping center. However, the current plan does little to benefit me and my close neighbors and instead has the potential to materially degrade our enjoyment of the existing neighborhood.

I hope that the planning committee finds that the current plan is not the right one for our community and that future plans do more to consider the folks already living here.

Thank you,
Jeannette Herzog
109 Magnolia Blossom Way



Marc Beechuk

From: Max Doty
Sent: Wednesday, June 4, 2025 8:31 AM
To: Marc Beechuk; Stephen Jaques
Cc: Planning Internet Email
Subject: FW: [EXT]Homewood Village Plan

From: David B Nichols [redacted]
Sent: Wednesday, June 4, 2025 8:27 AM
To: Planning Internet Email <Planning@accgov.com>
Subject: [EXT]Homewood Village Plan

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I am not opposed to changing the zoning to accommodate the proposed plan for the Homewood Shopping Center. However, I would like to see the plan changed from the currently proposed 5 story buildings to a maximum of 3 stories. Three stories would be more in scale with the existing shopping center buildings, but more importantly, three stories are more comfortable to pedestrians utilizing the proposed drive between the two buildings.

Before the eventual plan for the site is approved, I hope the developers would be more innovative in the approach to dealing with stormwater such as utilizing green roofs and adapting some of the Portland, OR green streets initiatives to the entry drive and to the proposed drive between the two buildings.

David Nichols
241 Moss Side Drive
Athens, GA

Stephen Jaques

From: Rachel Gomez
Sent: Monday, August 18, 2025 11:26 AM
To: Stephen Jaques; Robert Walker
Cc: Planning Internet Email
Subject: FW: [EXT]Letter of Support - 2415 Jefferson Road - Homewood Village Redevelopment Project

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From: Brett DeLoach [redacted]
Sent: Monday, August 18, 2025 10:36 AM
To: Planning Internet Email <Planning@accgov.com>
Cc: Bruce Lonnee <Bruce.Lonnee@accgov.com>
Subject: [EXT]Letter of Support - 2415 Jefferson Road - Homewood Village Redevelopment Project

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Dear Planning Commission,

As both a commercial real estate broker in Athens and a long-time resident of the Homewood Hills neighborhood, I am writing to express my strong support for the proposed redevelopment of Homewood Village at 2415 Jefferson Road.

This project represents a transformative opportunity for our community. The thoughtful, phased approach to revitalizing this aging retail plaza will not only address long-standing vacancy and safety concerns but also introduce much-needed housing and public space to the area. The integration of multifamily residences, neighborhood-scale retail, and pedestrian-friendly design aligns perfectly with the Town Center vision outlined in Athens-Clarke County's Growth Concept Map.

I also support the applicant's request for waivers from certain zoning and development standards. These waivers are not only reasonable given the site's unique constraints—including topography, legacy lease agreements, and limited access—but they also enable the project to move forward in a way that maximizes community benefit. The proposed improvements to streetscape, transit access, and stormwater infrastructure demonstrate a commitment to long-term sustainability and smart growth.

This side of town has long needed reinvestment. The Homewood Village redevelopment is a bold and practical step toward revitalizing the Jefferson Road corridor and creating a vibrant, walkable environment that serves both residents and businesses. As someone who lives adjacent to the site and works daily in the commercial real estate sector, I believe this project will significantly enhance the quality of life and economic vitality of our community.

I urge you to approve the Planned Development application and support the waivers requested. This project deserves our full backing.

Thank you,

Brett DeLoach
Marks Commercial Realty, Inc.

CDO - 24 SPLOST 2020 Project 28 Mental Health Recovery Facility Waiver of Water Wastewater, and Connection Fees

January 6, 2026

(Fisher & Myers)

a. Exempt 100% of the water and wastewater connection fees, in the amount of $147,243, for the Mental Health Recovery Facility, in partnership with Advantage Behavioral Health, based on the organization providing affordable housing and additional behavioral health resources of substantial benefit to the Athens Clarke County community; and,

b. Authorize the Mayor and appropriate staff to execute all related documents.

AN ORDINANCE TO **WAIVE WATER AND WASTEWATER CONNECTION FEES FOR THAT CERTAIN MENTAL HEALTH RECOVERY FACILITY PROJECT LOCATED AT 240 MITCHELL BRIDGE ROAD**; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on or around August 2, 2022, the Mayor & Commission of Athens-Clarke County, Georgia, authorized that certain intergovernmental agreement by and between the Unified Government of Athens-Clarke County, Georgia, and Advantage Behavioral Health System, concerning SPLOST 2020 Project #28 ("IGA"); and

WHEREAS, said SPLOST 2020 Project #28 is for a Mental Health Recovery Facility, as more particularly described in the project list for SPLOST 2020 and the accompanying project statement for Project #28; and

WHEREAS, Advantage Behavioral Health System is a community service board, as described in O.C.G.A. §§ 37-2-6 through 37-2-6.5, and

WHEREAS, Advantage Behavioral Health System is the owner of certain real property at 240 Mitchell Bridge Road, Athens, Georgia, and Advantage Behavioral Health System proposes to construct the Mental Health Recovery Facility on said real property; and

WHEREAS, on or about June 4, 2019, the Commission of Athens-Clarke County, Georgia, adopted an amendment to Section 5-3-76(c) of the Code of Athens-Clarke County, Georgia, which provided that the Mayor & Commission "may exempt all or part of" fees for a project to connect to the Athens-Clarke County water system "if the Mayor and Commission determine that such project will either: (i) create substantial economic development and employment growth of benefit to the Athens-Clarke County community, or (ii) preserve existing or provide additional affordable housing resources of substantial benefit to the Athens-Clarke County community"; and

WHEREAS, on or about June 4, 2019, the Commission of Athens-Clarke County, Georgia, adopted an amendment to Section 5-3-79(c) of the Code of Athens-Clarke County, Georgia, which provided that that Mayor & Commission may "exempt all or part of" the fees for a project to connect to the Athens-Clarke County wastewater system "if the Mayor and Commission determine that such project will either: (i) create substantial economic development and employment growth of benefit to the Athens-Clarke County community, (ii) facilitate conversion of existing on-site sewage disposal systems to public sewer which conversion will substantially benefit water quality in the watershed, or (iii) preserve existing or provide additional affordable housing resources of substantial benefit to the Athens-Clarke County community"; and

WHEREAS, in accordance with an ordinance adopted by the Commission of Athens-Clarke County, Georgia, on or about June 5, 2024, Sections 5-3-76 and 5-3-79 of the Code of Athens-Clarke County, Georgia, were amended to allow a maximum waiver of 30% for water and wastewater connection fees; and

WHEREAS, in accordance with the law in effect as of the date that the Mayor & Commission approved the IGA, the Mayor & Commission could waive up to 100% of the water and wastewater connection fees for a particular project; and

WHEREAS, the Commission of Athens-Clarke County, Georgia, hereby finds that the Mental Health Recovery Facility meets the qualifications for a water and wastewater fee waiver, as described in Sections 5-3-76(c) and 5-3-79(c) of the Code of Athens-Clarke County, Georgia, as those code sections existed on or around August 2, 2022; and

WHEREAS, the Commission of Athens-Clarke County, Georgia, in accordance with the law in effect as of August 2, 2022, desires to waive 100% of the water and wastewater connection fees for the Mental Health Recovery Facility, as more specifically described elsewhere in this ordinance; and

WHEREAS, the Commission of Athens-Clarke County, Georgia, hereby finds that Advantage Behavioral Health System is a duly-created community service board under the laws of the State of Georgia, is statutorily authorized to perform the duties and responsibilities described in O.C.G.A. § 37-2-6.1, and may thus serve as a partner organization for the Mental Health Recovery Facility project; and

WHEREAS, the Commission of Athens-Clarke County, Georgia, further finds that the Mental Health Recovery Facility, as detailed in the project description for SPLOST 2020 Project #28, is intended to provide important services that promote the welfare and wellbeing of the residents of Athens-Clarke County, Georgia, mitigates the burdens of government arising from mental illness in the community, and thus substantiates another policy reason as to why the water and wastewater connection fees for this particular project should be waived in full;

NOW, THEREFORE, the following premises considered, the Commission of Athens-Clarke County, Georgia, hereby ordains as follows:

SECTION 1. The Commission hereby authorizes the waiver of 100% (one-hundred percent) of the water system connection fee and the wastewater system connection fee for the Mental Health Recovery Facility project located at 240 Mitchell Bridge Road, Athens, Georgia, also known as Tax Parcel No. 113 019G on the Official Tax Maps of Athens-Clarke County, Georgia.

SECTION 2. The Athens-Clarke County Public Utilities Department may undertake all actions necessary and incidental to effectuate the purposes of this ordinance as described herein.

SECTION 3. It is the express intent of the Commission of Athens-Clarke County, Georgia, that the certain ordinance entitled "AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO EXEMPTIONS FOR WATER AND SEWER FEES; AND FOR OTHER PURPOSES," adopted by the Commission on or about June 5, 2024, shall remain in full force and effect. Any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. The recitals beginning with "WHEREAS" above provide necessary background and context for this ordinance, and are thus incorporated herein by reference.

SECTION 5. Should any provision, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court of competent jurisdiction, the remaining provisions, paragraphs, sentences, or words of this ordinance shall remain in full force and effect.

SECTION 6. The Clerk of Commission (or Deputy Clerk) is authorized, in consultation with the Athens-Clarke County Attorney, to correct any scrivener's errors that may be found in this ordinance after the adoption and approval hereof.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 28, Mental Health Recovery Facility Project – Waiver of Water & Wastewater Connection Fees for Mental Health Recovery Facility Located at 240 Mitchell Bridge Road

DATE: ~~November 7, 2025~~ December 10, 2025

EXECUTIVE SUMMARY:
This agenda item seeks approval to waive 30% of the water and wastewater connection fees, in the amount of $44,173, for the Mental Health Recovery Facility located at 240 Mitchell Bridge Road.

BUDGET INFORMATION:

REVENUES: N/A

EXPENSES: ($44,173) – Reduced Connection Fee Revenues

FUNDING SOURCE: Water and Sewer Enterprise Fund (reduced revenues)

OPERATIONAL: Advantage Behavioral Health Service

COMMISSION ACTION REQUESTED ON: ~~December 2, 2025~~ January 6, 2026

PURPOSE:
To request that the Mayor and Commission:

a. Exempt 30% of the water and wastewater connection fees, in the amount of $44,173, for the Mental Health Recovery Facility, in partnership with Advantage Behavioral Health, based on the organization providing affordable housing and additional behavioral health resources of substantial benefit to the Athens Clarke County community; and,

b. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. In 1987, water and wastewater connection fees were established. Subsequent updates to the ordinance occurred on January 5, 1993, October 3, 1995, March 1, 2005, May 6, 2008, May 10, 2010, February 7, 2017, March 2, 2021 and June 7, 2022.

2. On November 16, 2018, Advantage Behavioral Health Systems (Advantage) submitted a proposed project to the SPLOST 2020 Advisory Committee to construct a congregate living facility that will accommodate 30 two-bedroom units, three of which will be designed to

accommodate onsite staff and group/individuals counselling programming. Advantage's Proposed Budget for the Project was $11,422,000.

3. On June 4, 2019, the Mayor and Commission (M&C) adopted revisions to the water and wastewater connection fee provisions of code allowing M&C-approved exemptions for public benefits such as affordable housing and job creation.

4. On December 1, 2020, in order to allocate funds for Program Administration, the Commission approved an Ordinance which amended the SPLOST 2020 Project Budgets. The budget for SPLOST 2020 Project 28, Mental Health Recovery Facility was amended to $5,218,500.

5. On February 2, 2021, the M&C accepted the Financial Element of the 2020 Service Delivery Plan Update with associated water and sewer rates.

6. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law. The $1.9 trillion package is intended to combat the COVID-19 pandemic by stabilizing state and local government operations, households, and small businesses.

7. On March 1, 2022, the M&C approved a budget allocating ARPA State and Local Recovery Funds to various programs including a budget of $4,000,000 for Behavioral Health activities.

8. On August 2, 2022, M&C approved an Intergovernmental Contract with the Advantage for SPLOST 2020 Project 28, Mental Health Recovery Facility Project. The Intergovernmental Contract was to provide Project Implementation Guidelines and to govern the expenditure of proceeds of SPLOST 2020 for the Project. The M&C also designated the SPLOST 2020 Project 28, Mental Health Recovery Facility Project as appropriate for Public Art with a proposed Public Art Budget of $32,500.

9. On August 5, 2022, Advantage submitted a legal opinion letter confirming that the agency is not subject to local zoning laws due to its status as a state Community Service Board. (History #23)

10. On August 8, 2022, a Request for Qualifications/Proposals (RFQ/P #01069) for Professional Design Services for the Mental Health Recovery Facility (Project 28) was released by ACCGov in accordance with the ACCGov procurement process.

11. On October 11, 2022, during the M&C Work Session, Advantage presented an update on the SPLOST project and the expected $8.7M gap from the initial proposal.

12. On October 24, 2022, ACCGov Planning Director issued a letter of concurrence that Advantage was exempt from compliance with local zoning regulations and are not subject to local zoning ordinances.

13. On November 6, 2022, M&C approved Lyman, Davidson, Dooley Inc. as the highest scoring firm

for Professional Design Services and authorized staff to negotiate a final Scope of Services and Fees for a not-to-exceed amount of $450,000.

14. On January 9, 2023, Advantage submitted a request to Manager's Office to (1) convey two county-owned properties known as the Creekwood Duplexes to Advantage, and (2) release the $4M of ARPA behavioral health funds to cover renovations of both properties & additional financing for the SPLOST 2020 Project 28 Mental Health Recovery Facility.

15. On March 28, 2023, the Advantage Board of Directors voted to withdraw the previous request to ACCGov (History #25), and to instead allocate the full $4M of ARPA Behavioral Health funds to support the agency's SPLOST Mental Health Recovery Residence project.

16. On April 18, 2023, the Project 28 User Group approved the Proposed Project Concept.

17. On June 6, 2023, M&C authorized staff to advance SPLOST 2020 Project 28 Mental Health Recovery Facility to the Schematic Design Phase.

18. On October 3, 2023, M&C approved the Schematic Design and authorized staff to advance SPLOST 2020 Project 28 Mental Health Recovery Facility to the Bid and Award Phase in accordance with the Schematic Design.

19. On May 7, 2024, M&C approved funding recommendation for Advantage from balance of ARPA funding supporting homelessness efforts. The value of the funding recommendation was $1,403,779.

20. On May 20, 2024, the Public Utilities Department (PUD) notified the project design team that Athens-Clarke County (ACCGov) did not have sanitary sewer capacity needed for the proposed facility.

21. On June 4, 2024, M&C adopted revisions to water and wastewater connection fees to exempt a maximum of 30% of water and wastewater connection fees for particular projects.

22. On July 9, 2024 a Request for Qualifications/Proposals (RFQ/P #25017) for Professional Construction Services for the SPLOST 2020 Project 28 Mental Health Recovery Facility was released by ACCGov in accordance with the ACCGov procurement process.

23. On October 16, 2024, ABHS selected Hogan Construction as the highest scoring firm to provide the construction services for the new Mental Health Recovery Facility.

24. November 6, 2024, the M&C approved the revised Schematic Design for the sanitary sewer system improvement along with the budget amendment to cover the cost of that associated work. The M&C action on this date also included the revised IGA to cover the previous funding added for the ARPA funding.

25. On December 4, 2024, DCA notified Advantage of being selected to receive $4.7 million for the construction of Phase II. Pending facility successful environmental review, redesign, and pricing from Hogan Construction.

26. August 8, 2025, Advantage was notified that the project could receive up to $7 million to cover the Construction of Phase II and the cost escalation for Phase I.

27. On October 1, 2025, ABHS received the updated pricing from Hogan Construction in the amount of $17,440,963, for the construction of Phase I & II of the project.

28. On October 1, 2025, the contract with DCA was executed for ABHS to receive an additional $7M to construct Phase II of the project along with Phase I.

29. On November 10, 2025, Advantage requested a 100% Waiver of the water and sewer connection fees in the amount of $147,243 for the Mental Health Recovery Facility Project located at 240 Mitchell Bridge Road**.**

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2020 Project 28 Mental Health Recovery Facility reads as follows:

   Project #28, Mental Health Recovery Facility Project, *will provide funding for land acquisition, design, construction, and/or equipping of a mental health recovery facility project and/or renovations, improvements, additions to, and equipping of an existing facility so as to provide a residential style facility for individuals with mental health and potentially co-occurring addictive disease(s). It is anticipated that to the extent permitted by law the facility or facilities would be built in conjunction with one or more public or other private partner(s) that may provide additional capital funds to the project to support SPLOST funding and that would provide the operational funding for the facility. The program is envisioned to provide a facility or facilities to provide congregate living style facility that could accommodate group and/or individuals for counseling programming. An example of a potential partner organization may be, but not be limited to, Advantage Behavioral Health Systems, a Community Service Board (CSB), duly created and existing pursuant to the Constitution and laws of the State of Georgia, specifically O.C.G.A. § 37-2-6. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. *Connection fee purpose and scope.* Water and wastewater connection fees refer to the payment made by a builder or developer representing the share of the capital cost of water and wastewater conveyance and treatment system proportionate to that development's demand. Connection fees help to establish equity in the water and wastewater infrastructure with respect to existing ratepayers. In an enterprise function of government, water and sewer customers are both ratepayers and owners/investors in the environmental and public health infrastructure. The result of charging connection fees is that existing ratepayers'

investment in infrastructure with capacity for new development is matched by new development.

3. *Criteria.* Criteria for connection fees include the following:
   - New taps of varying sizes match equity held by existing homes and businesses
   - Fair, defensible and predictable for new investors
   - Fees compare well with other jurisdictions
   - Comport with public interest regarding economic development and affordable housing.

4. Even with the added funding from the ARPA, Community Energy Fund for the solar photovoltaic system, and the funding for the redesign of the sanitary sewer, the funding is not adequate to cover the cost of escalation of the overall construction cost since the referendum was approved.

5. After receiving the pricing from Hogan Construction, staff has reviewed the and developed approximately $1M in value engineering savings from the project, without reducing the number of bedrooms to be provided.

6. Advantage has requested a waiver of 100% of the water and wastewater connection fees that will be assessed for the project when applying for the service connections. The cost of water meters and regular water & sewer billing based on use are not included as part of this waiver request. The present value of this waiver is $147,243.

Sanitary Sewer		
(1) Multi Family Sewer connection fee	$	64,116
Water Connections:		
(1) 4” water Meter fee	$	8,655
(2) 4” water Connection fee	$	66,300
(3) Water Tap Materials, Equipment, Inspection Fees	$	8,172
Total Water and Sewer Connection Fees:	$	147,243

7. Although Advantage has requested waiver of 100% of the fees, based on the ordinance (History #21), staff recommends waiving of 30% of the Water & Sewer Connection Fees or $44,173 for the new Mental Health Facility Project.

Sanitary Sewer	
(1) Multi Family Sewer connection fee	$ 64,116
Water Connections:	
(1) 4" water Meter fee	$ 8,655
(2) 4" water Connection fee	$ 66,300
(3) Water Tap Materials, Equipment, Inspection Fees	$ 8,172
Total Water and Sewer Connection Fees:	$ 147,243
	x 30%
Recommended Waiver	$ 44,173

8. The Proposed Schedules for the remaining tasks are as follows:
   - Construction Start — December 2025
   - Construction Completion — Early 2027

9. This recommendation supports the following ACCGov FY26–FY28 Strategic Plan Goal :
   - Strategic Priority Area 1 – Good Neighbors
     A. Initiative 1.A.7: Increase our ability to serve justice-involved individuals with substance use disorders through therapeutic, evidence-based care that empowers recovery, reduces recidivism, and promotes community safety
     B. Initiative 1.A.10: Provide quality substance abuse treatment, behavioral health treatment, and recovery support services in order to reduce foster care stays and involvement with the judicial system

   - Strategic Priority Area 4 – Quality, Stable, Affordable Housing for All
     A. Initiative 4.C.8: Collaborate and support the Athens Homeless Coalition on the annual Continuum of Care (CoC) grant application process and applying for other funding resources to bridge the gap in wrap-around and supportive services provided by partners
     B. Initiative 4.C.10: Identify local funding sources to support affordable housing development in support of a Local Housing Fund

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OPTIONS:

1. Mayor and Commission:
   a. Exempt 30% of the water and wastewater connection fees, in the amount of $44,173, for the Mental Health Recovery Facility, in partnership with Advantage Behavioral Health, based on the organization providing additional behavioral health resources of substantial benefit to the Athens Clarke County community; and,
   b. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission deny the request.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, & b

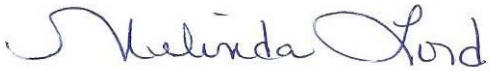
DEPARTMENT: Prepared by: Keith Sanders for Capital Projects Department,



Josh Hawkins, Capital Projects Director — Date: November 10, 2025



Hollis Terry IV, Public Utilities Director — Date: November 10, 2025



Melinda Lord, Housing and Community Development Director — Date: November 10, 2025

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, & b



Bob Cowell, Manager — Date: November 13, 2025

Attachment #1 – Letter from Advantage Behavior requesting the waiver of fees

ADVANTAGE
BEHAVIORAL HEALTH SYSTEMS

November 10, 2025

Mayor Kelly Girtz and Members of the Commission
Athens-Clarke County Unified Government
c/o Clerk of Commission
301 College Avenue, Room 204
Athens, Georgia 30601

RE: Request for 100% Waiver of Sewer Connection Fees for Pathway to Home Residential Development (SPLOST 2020 Project 28 – Mental Health Recovery Facility)

Dear Mayor Girtz, Commissioners, and Members of the Manager's Office:

On behalf of Advantage Behavioral Health Systems (ABHS), thank you for your strong and ongoing support of the Pathway to Home residential development. We are deeply grateful for the Unified Government's investment of $5.3 million in SPLOST 2020 Project 28 – Mental Health Recovery Facility, as well as the subsequent allocation of an additional $5.4 million in American Rescue Plan Act (ARPA) funds toward this project. Together, these commitments represent $10.7 million in local investment and have been absolutely pivotal in advancing this much-needed mental health recovery resource for Athens-Clarke County residents and the broader region.

As envisioned, the Pathway to Home development is designed to provide 32 two-bedroom residential units in a recovery-oriented, community-based setting for individuals with serious mental illness and co-occurring disorders. This project directly supports Athens-Clarke County's priorities around behavioral health, housing stability, and public safety, and it exemplifies how local SPLOST and ARPA funds can be strategically leveraged with partner investments to create long-term health infrastructure for the community.

Since the initial SPLOST award, the overall cost of development has increased substantially due to construction inflation, market conditions, and infrastructure-related expenses. Based on current projections, the total development budget has grown to $21,862,270 in order to maintain the original planned capacity of 32 two-bedroom units.

In response, ABHS has worked diligently to leverage additional resources from the State and other county & non-county sources, building upon the foundational local investments of SPLOST and ARPA. Despite these efforts and the generous county support already committed, we are still facing a significant development budget deficit that is now impeding our ability to move forward to groundbreaking.

ADVANTAGE
BEHAVIORAL HEALTH SYSTEMS

Our development team continues to explore value-based options and cost-containment strategies to reduce the overall budget without compromising safety, quality, or long-term sustainability. However, some categories of cost, particularly utility and infrastructure fees, remain difficult to mitigate through value engineering alone.

In light of this, we are respectfully requesting that the Mayor and Commission, in coordination with the ACC Manager's Office and Public Utilities Department, consider a 100% waiver of all associated PUD sewer connection fees for the Pathway to Home residential development.

Approval of this request would:

- Provide immediate and meaningful relief to the remaining funding gap;
- Help preserve the full planned capacity of 32 two-bedroom units;
- Support timely progression to construction and eventual occupancy; and
- Further maximize the impact and return on the combined $10.7 million in SPLOST and ARPA funds already committed by Athens-Clarke County.

The Pathway to Home project represents a durable, infrastructure-level response to complex community challenges, including behavioral health crises, homelessness, frequent emergency utilization, and justice system involvement. By waiving sewer connection fees, Athens-Clarke County would be taking a targeted, high-impact step to ensure that the substantial local investments already made can fully materialize into a functioning, recovery-focused residential program that will serve our community for decades.

We are sincerely appreciative of your past and ongoing partnership and would welcome the opportunity to discuss this request in more detail, including specific sewer connection fee estimates and potential mechanisms for implementing a waiver. If you have any questions or need additional information, please contact me or Evan Mills at evan.mills@advantagebhs.org at your convenience.

Thank you for your thoughtful consideration of this request and for your continued leadership in advancing behavioral health and housing solutions for our community.

Sincerely,

Tamara Conlin

Tamara L. Conlin, LCSW
Chief Executive Officer

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Naming of East Broad Street Bridge Over North Oconee River as Weaver D's Bridge – Automatic for the People

DATE: November 5, 2025

EXECUTIVE SUMMARY:
The proposed action would rename the East Broad Street Bridge at North Oconee River as Weaver D's Bridge – Automatic for the People.

BUDGET INFORMATION:

REVENUES: N/A

EXPENSES: $450 FY26 Signs and Markings Operating Budget

FUNDING SOURCE: Traffic Engineering General Operating Budget

COMMISSION ACTION REQUESTED ON: January 6, 2026

PURPOSE:
To request that the Mayor and Commission approve the naming of East Broad Street Bridge over North Oconee River as "Weaver D's Bridge – "Automatic for the People"".

HISTORY:

1. On September 7, 1999, Mayor and Commission (M&C) approved a new policy for the Naming of ACCGov Owned Facilities.

2. In July 2017, Mayor Denson assigned the Government Operations Committee (GOC) with the tasks of updating the 1999 policy.

3. On December 5, 2017, the M&C approved a new policy for the Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities.

4. On March 2, 2021, the M&C approved an updated policy for Naming of Public Facilities, Parks, Natural Areas, and Amenities that detailed the volume of community support required and provided new opportunities for public input. The policy further required that an individual must be deceased a minimum of three years before a facility can be named in his/her honor.

5. On March 7, 2023, the M&C approved another updated policy for Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities that reduced the requirement of time an individual must be deceased from three years to one year.

6. On January 8, 2024, department directors from Leisure Services, Planning Department, and Transportation and Public Works (T&PW) met and discussed the inclusion of roadway infrastructure, such as bridges and intersections, into the existing Naming of Public Facilities Policy.

7. On March 5, 2024, M&C approved the revised Policy (**Attachment #1**), the Naming and Renaming of Public Facilities, Street Infrastructures, Parks, Natural Areas, and Amenities Policy and Procedure, adding Street Infrastructures such as Bridges and Intersections to the existing policy.

8. On January 13, 2025, T&PW staff received application to name the bridge at East Broad Street and the North Oconee River as the "Weaver D's Bridge – "Automatic for the People"" (**Attachment #2**). Per policy, staff provided applicable petition forms and a copy of the policy to the applicant.

9. On April 18, 2025, T&PW staff received petition package from the applicant and began application and signature verification process as required by the Naming of Public Facilities Policy.

10. On June 27, 2025, the Manager's Office forwarded the East Broad Street at the North Oconee River Public Facility and Street Infrastructure Naming Application to M&C.

11. On October 25, 2025, Mayor Kelly Girtz directed staff to present an agenda for M&C consideration for the Naming of East Broad Street Bridge Over North Oconee River to "Weaver D's – "Automatic for the People".

FACTS & ISSUES:

1. The naming and renaming of roadway infrastructure such as roadway intersections and bridges applies for ACCGov fully-owned bridges and roadway intersections and does not apply for bridges or roadways owned by the State of Georgia.

2. The Naming of Public Facilities Policy includes the naming and renaming of ACCGov-owned bridges and intersections and it follows the same process as Parks and Amenities (**Attachment #1**).

3. Per the policy, the cost to install new signs and/or replace all existing signs will be added to future naming/renaming requests as a new capital request by the affiliated department.

4. Weaver D's Delicious Fine Foods was established in 1986 and is located at 1016 East Broad Street in Athens Georgia. The owner, Dexter Weaver, is the first to have used the phrase "Automatic for The People," that was later adopted by the band R.E.M. as the title of their internationally recognized 1992 album. Weaver D's institution is a cultural linkage that has attracted visitors and attention to Athens and continues to be cited by local media and tourism.

5. The naming application of the East Broad Street Bridge Over North Oconee River to "Weaver D's Bridge - "Automatic for The People"" meets policy requirements and is being presented for M&C consideration.

6. If approved, staff will install two (2) signs with brown background and white letters on each side of the bridge as per the approved policy with available budget.

7. This recommendation supports the following Strategic Plan Goal Area & Strategy:
   - Good Neighbors, Strategy F: *Examine, understand and improve public safety policies and processes to enhance public trust.*

OPTIONS:

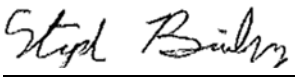
1. Mayor and Commission approve the naming of East Broad Street Bridge over North Oconee River as "Weaver D's Bridge – "Automatic for the People"".

2. Mayor and Commission deny the request to the East Broad Street Bridge over North Oconee River.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1

DEPARTMENT: Transportation & Public Works
Prepared by: Rani Katreeb, Assistant Director



Stephen Bailey
Director

11/07/25
Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1



Bob Cowell, Manager

December 10, 2025
Date

ATTACHMENTS:

Attachment #1: COM-002 Policy

Attachment #2: Weaver D's Bridge – Automatic for the People Application

POLICY AND PROCEDURE STATEMENT

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

POLICY SUBJECT: Naming and Renaming of Public Facilities, Street Infrastructure, Parks, Natural Areas, and Amenities

POLICY AND PROCEDURE NUMBER: COM-002 (Revised March 5, 2024)

EFFECTIVE DATE:

I. Purpose

The purpose of this policy is to establish a uniform procedure for the official naming and renaming of public facilities, street infrastructure, parks, natural areas, and their amenities owned and operated by the Unified Government of Athens-Clarke County to ensure that they are easily identified and given names that are consistent with the values and character of the area, neighborhood, and community served.

II. Definitions

- Public Facility: A building owned and/or operated by the Unified Government of Athens-Clarke County.
- Parks: Open space for active and/or passive recreation and/or aesthetic values. Includes traditionally designed parks under the stewardship of the Leisure Services Department.
- Natural Areas: Open space with a mix of natural resource and passive recreation values. Generally possess limited development except for those improvements needed to allow visitor access.
- Amenities: Any component within a building or park to include trails, ball fields, outdoor courts, shelters, playgrounds, etc.
- Street Infrastructure: A bridge or an intersection owned and maintained by the Unified Government of Athens-Clarke County.

III. Policy

It is the policy of the Unified Government of Athens-Clarke County to name existing, newly acquired, developed, or unnamed public facilities, street infrastructure, parks, natural areas, and amenities and to rename existing public facilities, street infrastructure, parks, natural areas, and amenities based upon the procedures set forth in this policy. Every naming should best serve the interest of the Unified Government of Athens-Clarke County and provide a worthy and enduring legacy, while remaining relevant as the community grows and changes.

IV. Guiding Principles

This policy establishes a set of standards and guidelines for the naming and renaming of public facilities, street infrastructure, parks, natural areas, and amenities. The following guiding principles will be taken into account, either collectively or individually, throughout the review process:

- Enhance a sense of community within Athens-Clarke County
- Engender a strong positive image
- Ensure public facilities, street infrastructure, parks, natural areas, and amenities are easily identifiable
- Be appropriate, having regard to the asset's location and/or history
- Ensure consistency with values and characteristics of Athens-Clarke County
- Have historical, cultural, or social significance for future generations
- Ensure quality of name
- Have broad public support
- Encourage and recognize monetary and/or land donations by individuals, businesses, or groups

V.Naming/Renaming Procedure

Names may be nominated by:

- The Mayor;
- A Commissioner;
- The Director of the affiliated department;
- Neighborhood Associations;
- Individuals and Civic Organizations; or
- Authorities that operate an Athens-Clarke County-owned building.

Process for submittal and review:

- Considerations for naming of public facilities, street infrastructure, parks, natural areas, and amenities must be made through the completion of the "Naming of Public Facilities, Parks, Natural Areas, and Amenities Application" and submitted to the Director of the affiliated department. The application should contain the following minimum information:
    - The proposed name
    - Reasons for the proposed name
    - Written documentation indicating community support for the proposed name to include a petition, which will be provided by the affiliated Athens-Clarke County department.
    - The petition should only be signed by people currently living in Athens-Clarke County above the age of 18.
    - The petition should show a printed name and address of each signer.
    - The number of signatures required are based on the following criteria:
        - For naming a street infrastructure, park, building, or natural area – 1,000 signatures to include a minimum of 100 or one-third (1/3) of the population living within a one-mile radius of the location to be named.
        - For naming an aquatic facility, ball field, group shelter/pavilion, gymnasium, or trail – 400 signatures to include a minimum of 60 or one-third (1/3) of the population living within a one-mile radius of the location to be named

    - For all other amenities – 100 signatures
  - If proposing to rename an existing asset, include justification for changing an established name.
  - If proposing to name an asset after an outstanding person, include documentation of the individual's community involvement, civic contributions, and public service.
- The Director of the affiliated department will review the application, conduct appropriate research, and present the findings to the Manager.
- The Manager shall consult with the Mayor and Commission to determine the next review step.
- The Mayor and Commission decide to either:
  - Request the Manager to have staff perform additional research and/or conduct a public hearing,
  - Assign the application to a committee for further review and to make a recommendation for the Mayor and Commission, or
  - Request the Manager to have staff prepare an agenda report for the Mayor and Commission.
- A public notice of the recommended Qualifying Name will occur twice during a sixty (60) day period in the local newspaper(s).
- For the duration of the sixty (60) day period, a sign will be posted at the entrance of the location to be named informing the public of the proposed name change.
- At the end of the sixty (60) day period, the Director shall submit the Qualifying Name along with a summary of the public comments to the Manager and Commission for consideration.
- Following approval of a name by the Mayor and Commission, the affiliated Department will install signage designed according to the existing specifications for signage.
- If at any point within the review process the application is denied, the Director of the affiliated department will notify the applicant in writing of the denial.

VI. Naming and Renaming Considerations and Criteria

It is the policy of the Athens-Clarke County Unified Government to use the following considerations and criteria when naming public facilities, street infrastructure, parks, natural areas, and amenities:

- Neighborhood or geographic identifications
- A historical figure, place, event, or other instance of historical or cultural significance
- Natural or geological features
- An individual that has been deceased for at least one year, who:
  - has made a significant land and/or monetary contribution to the particular public facility, park, natural area or amenity at issue,
  - has performed extraordinary or outstanding public service for the good of the community, and/or
  - was an outstanding community leader who made significant civic contributions to Athens-Clarke County.
- Names that duplicate or that are very similar to existing public facilities, street infrastructure, parks, natural areas, or amenities shall not be considered in order to avoid confusion.

- Naming may not conflict with public grant funding policies established by state and/or federal grant funding programs.

Renaming: A name selected for a public facility, street infrastructure, park, natural area, or amenity should be bestowed with the intention that it will be permanent, and changes should be strongly resisted.

Proposed name changes shall be subject to the same considerations and criteria set forth in this policy for the naming of public facilities, street infrastructure, parks, natural areas, and amenities.

VII. Business Naming Policy

- Where naming rights are purchased for a corporate entity or business, the naming rights shall be limited to no longer than the life of the corporate entity.
- Benefits which may violate other Unified Government of Athens-Clarke County policies or ordinances will not be included in any agreement.
- The following criteria must be met for any corporate entity or business applying for corporate naming rights:
    - Does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender, sexual preference, age, marital status, ancestry, national origin, or physical or mental disability, in compliance with all federal, state, and local laws and statutes.
    - Name does not have connotations that by contemporary community standards are derogatory or offensive.
    - Does not constitute violations of law.
    - Does not participate in unethical business practices as determined by a court of law.
    - Does not exploit participants or staff members of the Unified Government of Athens-Clarke County.
- The Mayor and Commission reserves the right to reject any corporate naming request.

VIII. Recognition

Markers may be placed in facilities, street infrastructure, parks, natural areas, and amenities to recognize those individuals or groups being honored or memorialized. These identifications shall be approved by the affiliated department Director and conform to sign policies. All recognition must be in keeping with the character as defined by the Unified Government of Athens-Clarke County. The Unified Government of Athens-Clarke County reserves the right to modify or remove any marker if deemed appropriate for governmental purposes.

IX. Exclusions

- The dedication of small park amenities with an identifiable lifespan and not intended to be permanent (i.e. park benches, tables, etc.), shall be addressed under a separate Leisure Services Department policy.

X. Responsibilities

The Director of the affiliated department shall administer this policy.

XI. Exceptions

The Athens-Clarke County Commission may make exceptions to this policy when warranted by exceptional circumstances.

Any pending renaming request submitted to Athens-Clarke County Unified Government before March 3, 2021 will not be affected by any changes or updates to this policy and will be immediately sent to the Mayor & Commission for consideration.

Recommended By:

Rani Katreeb, Interim Director
Transportation & Public Works

Date: January 30, 2024

Blaine Williams, Manager

Date: 2-14-2024

Approved by the Commission of the Unified Government of Athens-Clarke County on: 3-5-2024

Clerk of Commission

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
Naming of Public Facilities, Parks, Natural Areas, and Amenities Application

INSTRUCTIONS:

1. Please review the Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities policy for information on the rules and process.
2. Contact the appropriate Athens-Clarke County Government (ACCGov) Department Director, or designee, if you have questions or need additional information.
3. Complete this application form in its entirety to include a written narrative to support the nomination for consideration.
4. If proposing a name after an outstanding person, include documentation of the individual's community involvement, civic contributions, and public service in Athens-Clarke County.
5. Provide evidence of community support by completing the petition form provided by ACCGov. Reference policy for more information on completing a petition.
6. Once completed, return the application form and all attachments to the appropriate ACCGov Department.

Applicant Name: Dexter Weaver

Mailing Address: 460 Whitehead Rd City/State: Athens/GA Zip: 30606

Home Phone: N/A Work Phone: 706-254-2936 Cell Phone: 706-353-7797

Email Address: 25weaverds@gmail.com

Organization (if applicable): Weaver D's Fine Foods

Proposed Name/Change

Request to Name: Weaver D's Bridge - "Automatic for the People"

- ☐ Facility
- ☐ Park
- ☐ Natural Area
- ☐ Amenity
- ☒ Other Bridge (E. Broad St. Bridge) to Weaver D's

Criteria:

- ☐ Neighborhood or geographical identifications
- ☒ A historical figure, place, event, or other instance of historical or cultural significance
- ☐ Natural or geological features

☒ An individual, living or deceased, who:

- has made a significant land and/or monetary contribution to the particular public facility, park, natural area or amenity at issue,
- has performed extraordinary or outstanding public service for the good of the community, and/or
- was an outstanding community leader who made significant civic contributions to Athens-Clarke County.

Current name of Facility, Park, Natural Area, or Amenity (if applicable) N/A

Facility, Park, Natural Area, or Amenity Address: E. Broad (Bridge @ MLK + Wilkerson)

Proposed New Name: Weaver D's Bridge - "Automatic for the People"

Once the application has been processed and reviewed, the applicant will be notified of the next steps in accordance with the policy for Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities.

Attachments: Written Narrative of Support

Documentation of Community Involvement, Contributions, and/or Public Service (if naming for an individual)

Completed Petition

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **OBSTRUCTING PUBLIC SIDEWALKS AND STREETS**; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia, hereby ordains as follows:

SECTION 1. Chapter 3-5 of the Code of Athens-Clarke County, Georgia, is hereby amended by deleting the present Section 3-5-23, currently entitled "*Obstructing public sidewalks and streets; prowling*" and replacing it with a new Section 3-5-23, to be titled *"Interference with sidewalks, streets, and other public areas; prowling"* and which section now reads as follows:

Sec. 3-5-23. Interference with sidewalks, streets, and other public areas; prowling.

(a) *Interference with sidewalks, streets, and other public areas.*

(1) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bridge shall mean a structure, including the approaches thereto, erected in order to afford passage over any obstruction in any public road, railroad, or other right-of-way; or to afford passage under or over existing public roads, railroads, or other rights-of-way. As used in this section, the definition of the term "bridge" includes a controlled access highway overpass as defined herein.

Controlled access highway overpass shall mean a crossing of two controlled access highways or of a controlled access highway and other public road, pedestrian path, railroad or public right-of-way at different levels where clearance to traffic on the lower level is obtained by elevating the higher level.

Interference with ingress or egress shall mean storing personal property, standing, sitting, lying down, using personal property, or performing any other activity where such activity materially interferes with the ingress into or egress from buildings or any other real property that has a limited number of entrances or exits, regardless of whether the property is owned in whole or in part by the Unified Government, a private owner, or another public entity, unless having received the prior express written permission of the property owner, or interferes with the passage along driveways, streets, sidewalks, alleys, rights-of-way, roadway shoulders, remnants of rights-of-way, or public areas.

Public area shall mean an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), rights-of-way, roadway shoulders, remnants of rights-of-way, bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of the Unified Government and other public property, including property owned or under control of the Unified Government and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.

Storing personal property shall mean leaving one's personal effects, including, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, backpacks, wagons, or shopping carts, unattended for more than one hour. This term shall not include reasonably-parked bicycles

(b) *Prohibited acts.* Unless acting under a valid permit issued by the Unified Government or otherwise authorized by the Unified Government, it shall be unlawful for any person to interfere with ingress or egress of any building, private property, or public area.

(c) *Exceptions*. Behavior excepted from this section includes, but is not limited to, the following:

(1) Persons sitting or lying down as a result of a medical emergency;

(2) Persons sitting in wheelchairs in public parks, public streets, or other public areas;

(3) Persons sitting down while attending events for which valid permits have been issued;

(4) Persons sitting down while patronizing sidewalk cafes;

(5) Persons sitting on chairs or benches supplied by a public agency or abutting private property owner;

(6) Persons sitting in bus zones occupied by people waiting for the bus;

(7) Persons sitting or lying down while waiting in an orderly line outside a box office to purchase tickets or patron any sporting event, concert, performance, or other event or activity that requires persons to queue;

(8) Persons sitting or lying down while waiting in an orderly line awaiting entry into any building, including shelters, or awaiting social services, such as provision of meals;

(9) Children sleeping anywhere while being carried by a supervising adult or while sitting or lying in a stroller or baby carriage; or

(10) Authorized Unified Government employees and/or agents acting in the performance of their official duties.

(d) *Warning for first offense.* No person may be issued a citation for violating this section until that person has received a verbal or written warning to cease the unlawful conduct. If the person fails to promptly comply with the warning issued, then that person may be issued a citation.

(e) *Other remedies for prohibited acts.* Notwithstanding the issuance of a citation of a person violating this section, any personal property being stored, as defined above, may be deemed abandoned by the Unified Government or the Athens-Clarke County Police Department and may be confiscated by them without prior warning. The Unified Government or the Athens-Clarke County Police Department shall retain the property in a manner consistent with the handling of other confiscated or abandoned property.

(f) *Prowling.* A person commits the offense of prowling when he or she is in a place, at a time or in a manner not usual for law-abiding individuals under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

(1) The circumstances which may be considered in determining whether alarm or concern is warranted include, but are not limited to, the following: the fact that the person takes flight upon the appearance of a law enforcement officer; refuses to identify himself or herself; or manifestly endeavors to conceal himself or any object.

(2) Unless flight by the person or other circumstances makes it impractical, a law enforcement officer shall, prior to arrest for an offense under this section, afford the person an opportunity to dispel any alarm or immediate concern which would otherwise be warranted by requesting the person to identify himself or herself and explain his or her presence and conduct.

(3) No person shall be convicted of an offense under paragraph (b) if the law enforcement officer failed to comply with the foregoing procedure or if it appears at trial that the explanation given by the person was true and would have dispelled the alarm or immediate concern.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. The Clerk of Commission is authorized, in consultation with the Athens-Clarke County Attorney, to correct any scrivener's errors that may be found herein after the adoption and approval hereof.

SECTION 4. The provisions of this ordinance are severable, and should any part of this ordinance be deemed by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the ordinance as a whole, or any part thereof other than the part declared to be invalid.

SECTION 5. This ordinance shall become effective once approved by the Mayor or as otherwise set forth in Section 2-204 of the Charter of the Unified Government of Athens-Clarke County, Georgia.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA, WITH RESPECT TO **DEFINITIONS, SERVICE CATEGORIES, CUSTOMER CLASSIFICATION**; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia, hereby ordains as follows:

SECTION 1. Section 5-2-2 of the Code of Athens-Clarke County, Georgia, entitled "*Definitions, service categories, customer classification; special customer*," is hereby amended by inserting a new paragraph into subsection (a) between the definition of "*Prohibited waste list*" and "*Receptacle*" that shall read as follows:

> *Public area* shall mean an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), rights-of-way, roadway shoulders, remnants of rights-of-way, bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of the Unified Government and other public property, including property owned or under control of the Unified Government and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. The Clerk of Commission is authorized, in consultation with the Athens-Clarke County Attorney, to correct any scrivener's errors that may be found herein after the adoption and approval hereof.

SECTION 4. The provisions of this ordinance are severable, and should any part of this ordinance be deemed by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the ordinance as a whole, or any part thereof other than the part declared to be invalid.

SECTION 5. This ordinance shall become effective once approved by the Mayor or as otherwise set forth in Section 2-204 of the Charter of the Unified Government of Athens-Clarke County, Georgia.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **ABANDONMENT OF PERSONAL PROPERTY WITHIN PUBLIC RIGHTS-OF-WAY**; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia, hereby ordains as follows:

SECTION 1. Chapter 5-2 of the Code of Athens-Clarke County, Georgia, is hereby amended by deleting the present Section 5-2-20, entitled "*Abandonment of personal property within public rights-of-way*" and replacing it with a new Section 5-2-20, which section now reads as follows:

Sec. 5-2-20. Abandonment of personal property within public rights-of-way.

Except as otherwise provided for by statute or ordinance, including but not limited to section 3-5-23 of the Code of Athens-Clarke County, whenever personal property remains on the driveways, streets, sidewalks, alleys, rights-of-way, roadway shoulders, remnants of rights-of-way, or public areas within the confines of Athens-Clarke County for more than 24 hours, said property shall be deemed to be abandoned and shall be disposed of by the appropriate department. Nothing in this section shall prevent immediate removal of items that reasonably appear to pose a threat to public safety.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. The Clerk of Commission is authorized, in consultation with the Athens-Clarke County Attorney, to correct any scrivener's errors that may be found herein after the adoption and approval hereof.

SECTION 4. The provisions of this ordinance are severable, and should any part of this ordinance be deemed by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the ordinance as a whole, or any part thereof other than the part declared to be invalid.

SECTION 5. This ordinance shall become effective once approved by the Mayor or as otherwise set forth in Section 2-204 of the Charter of the Unified Government of Athens-Clarke County, Georgia.

Ad Hoc Committee: Right of Way Use
Commission Report

SUBJECT: Right-of-Way Use Ad Hoc Committee Report: Recommendation for Proposed Ordinance Language Updates

DATE: November 21, 2025

EXECUTIVE SUMMARY: The Right-of-Way Use Ad Hoc Committee (ROWUAHC) recommends adoption of ordinance language updates pertaining to the definition of a public area, interference with passage along the breadth of public rights-of-way, and the storage and abandonment of personal property within public rights of way.

PURPOSE: This report provides the Mayor and Commission with a recommendation from the Right-of-Way Use Ad Hoc Committee regarding amendments to ordinances pertaining to the definition of a public area, interference of passage along public rights-of-way, and to the storage and abandonment of personal property within public rights-of-way.

HISTORY:

1. On September 2, 2025, Mayor Girtz assigned an Ad Hoc Committee comprised of Commissioners Davenport, Fisher, and Myers the topic, "Work with the ACC Attorney and Manager to bring forward to the full Mayor and Commission no later than the November Voting Meeting:
   - Ordinance language updates clarifying the definition of “Public Right-of-Way” and allowable uses thereof in a manner that provides common understanding for ACC staff and the public about that definition such that:
   - The entire breadth of public right-of-way is considered (e.g. vehicular lanes, sidewalks, bike lanes, etc.)
   - The danger in laying upon or sitting upon the right-of-way is reduced or eliminated for the public safety of pedestrians, cyclists, and motorists alike.
   - Similarly, debris and material storage upon public rights-of-way is reduced or eliminated.
   - First amendment rights and the operation of Special Events is considered.
   - Any related operational and fiscal needs are considered."

2. At the September 23, 2025, ROWUAHC meeting, the Mayor shared his charge, and staff from the Athens-Clarke County Police Department (ACCPD) and other departments shared feedback and insights regarding interference in the public rights-of-way and safety issues. The Attorney's Office offered preliminary potential actions the M&C could take regarding ordinance language updates.

3. At the October 3, 2025, ROWUAHC meeting, ACCPD provided an overview of enforcement data related to sidewalk obstruction under County Ordinance 3-5-23, staff discussed how various departments currently handle and dispose of abandoned property, and the Committee reviewed how long property must remain unattended currently before being considered abandoned. The Attorney's Office reviewed existing ordinances referencing public rights-of-way, and shared examples from other communities that define "public" areas more comprehensively.

4. At the October 10, 2025, meeting, the ROWUAHC's discussion began with updates from the Solicitor's Office regarding data on sidewalk obstruction citations provided by Municipal Court. Citations numbers are low, with most violations occurring downtown, and ACCPD noted that many potential violations are resolved informally when individuals comply with verbal requests to move. Committee members reviewed proposed updates to the ordinance Sec. 5-2-2 which expand the definition of a public area and clarify what qualifies as obstructing or interfering with sidewalks, bridges, and rights-of-way, with the intent to address both pedestrian safety and abandoned personal property in public spaces. Committee members emphasized the importance of fairness, and avoiding language that could result in profiling or unnecessary citations.

   The Committee reviewed language under Sec. 5-2-20 regarding storing personal property in public areas. Outreach staff from the Athens Homeless Coalition shared feedback they gathered from 15 people downtown and 6 participants in a Lived Experience Session who are currently experiencing homelessness, regarding storage of their personal belongings. The feedback they provided included a general consensus that if property was in a public space, the owner was watching it, or if it was out of their eyesight, then they had discarded it. Athens Homeless Coalition staff also shared an example from Lancaster, PA, which has developed lockers for people experiencing homelessness to store their belongings. Committee members acknowledged public complaints about loitering and storage of materials at bus stops and benches, and also stressed the need for compassionate enforcement. Committee members also noted the importance of balancing public safety with reasonable public use of public rights of way and free speech rights.

5. At the October 28, 2025, ROWUAHC meeting, the Attorney's Office shared and the Committee reviewed the proposed draft ordinance language updates, and removed language related to the option to arrest to ensure enforcement is focused on compliance and public safety rather than criminalization. With feedback from staff and a discussion regarding current procedures and staffing capacity, the Committee recommended updating Sec. 5-2-20 from a ninety-six to a twenty-four-hour timeline for removal and disposal of property deemed to be abandoned. This will allow for faster disposal of abandoned personal property by appropriate departments. The Committee also discussed potentially developing a partnership with a nonprofit or other group to pilot storage lockers for people experiencing homelessness to store their personal

property.

6. At the November 17, 2025, ROWUAHC meeting, the Attorney's Office shared and the Committee reviewed a clean draft of the ordinance language updates. With input from ACCPD and staff, Committee members recommended adding exception language to the twenty-four-hour timeline in Sec. 5-2-20, allowing for the immediate removal of dangerous or hazardous items from public-rights-of-way. The Committee also expressed their support for continued discussion of potential locker storage solution pilot for people experiencing homelessness, and voted to move forward with making recommendations regarding ordinance language changes to the Mayor & Commission in the December agenda setting meeting and January regular meeting.

RECOMMENDATIONS:

The Right-of-Way Use Ad Hoc Committee recommends that the Mayor and Commission adopt the recommended text amendments to Sec. 3-5-23 (Interference with sidewalks, streets, and other public areas; prowling) (**Attachment #1**), Sec 5-2-2 (Definitions service categories, customer classification; special customer) (**Attachment #2**), and Sec. 5-2-20 (Abandonment of personal property within public rights-of-way) (**Attachment #3**).

ADDITIONAL INFORMATION/COMMENTS:

The Right of Way Use Ad Hoc Committee will continue discussion of a potential partnership with a non-profit or other group towards a locker storage solution pilot for people experiencing homelessness.



Ilka McConnell, Interim Assistant Manager

12/9/25
Date:

ATTACHMENTS:

Attachment #1: Recommended Text Amendment to Sec. 3-5-23 (Interference with sidewalks, streets, and other public areas; prowling)

Attachment #2: Recommended Text Amendment to Sec 5-2-2 (Definitions service categories, customer classification; special customer)

Attachment #3: Recommended Text Amendment to Sec. 5-2-20 (Abandonment of personal property within public rights-of-way)

Sec. 3-5-23. ~~Obstructing public sidewalks and streets~~ Interference with sidewalks, streets, and other public areas; prowling.

~~(a) *Obstructing public sidewalks or streets.* It shall be unlawful for any person to remain upon any public sidewalk, street or road so as to obstruct, hinder, or impede free passage upon or along same or to obstruct, hinder or impede free ingress or egress to or from any place of business, institution, or public building or property, after having been directed by a police officer to move away therefrom, depart or give free passage.~~

(a) *Interference with sidewalks, streets, and other public areas.*

(1) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bridge shall mean a structure, including the approaches thereto, erected in order to afford passage over any obstruction in any public road, railroad, or other right-of-way; or to afford passage under or over existing public roads, railroads, or other rights-of-way. As used in this section, the definition of the term "bridge" includes a controlled access highway overpass as defined herein.

Controlled access highway overpass shall mean a crossing of two controlled access highways or of a controlled access highway and other public road, pedestrian path, railroad or public right-of-way at different levels where clearance to traffic on the lower level is obtained by elevating the higher level.

Interference with ingress or egress shall mean storing personal property, standing, sitting, lying down, using personal property, or performing any other activity where such activity materially interferes with the ingress into or egress from buildings or any other real property that has a limited number of entrances or exits, regardless of whether the property is owned in whole or in part by the Unified Government, a private owner, or another public entity, unless having received the prior express written permission of the property owner, or interferes with the passage along driveways, streets, sidewalks, alleys, rights-of-way, roadway shoulders, remnants of rights-of-way, or public areas.

Public area shall mean an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), rights-of-way, roadway shoulders, remnants of rights-of-way, bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of the Unified Government and other public property, including property owned or under control of the Unified Government and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.

Storing personal property shall mean leaving one's personal effects, including, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, backpacks, wagons, or shopping carts, unattended for more than one hour. This term shall not include reasonably-parked bicycles

(b) *Prohibited acts.* Unless acting under a valid permit issued by the Unified Government or otherwise authorized by the Unified Government, it shall be unlawful for any person to interfere with ingress or egress of any building, private property, or public area.

(c) *Exceptions*. Behavior excepted from this section includes, but is not limited to, the following:

(1) Persons sitting or lying down as a result of a medical emergency;

(2) Persons sitting in wheelchairs in public parks, public streets, or other public areas;

(3) Persons sitting down while attending events for which valid permits have been issued;

(4) Persons sitting down while patronizing sidewalk cafes;

(5) Persons sitting on chairs or benches supplied by a public agency or abutting private property owner;

(6) Persons sitting in bus zones occupied by people waiting for the bus;

(7) Persons sitting or lying down while waiting in an orderly line outside a box office to purchase tickets or patron any sporting event, concert, performance, or other event or activity that requires persons to queue;

(8) Persons sitting or lying down while waiting in an orderly line awaiting entry into any building, including shelters, or awaiting social services, such as provision of meals;

(9) Children sleeping anywhere while being carried by a supervising adult or while sitting or lying in a stroller or baby carriage; or

(10) Authorized Unified Government employees and/or agents acting in the performance of their official duties.

(d) *Warning for first offense.* No person may be issued a citation for violating this section until that person has received a verbal or written warning to cease the unlawful conduct. If the person fails to promptly comply with the warning issued, then that person may be issued a citation .

(e) *Other remedies for prohibited acts.* Notwithstanding the issuance of a citation of a person violating this section, any personal property being stored, as defined above, may be deemed abandoned by the Unified Government or the Athens-Clarke County Police Department and may be confiscated by them without prior warning. The Unified Government or the Athens-Clarke County Police Department shall retain the property in a manner consistent with the handling of other confiscated or abandoned property.

(f~~b~~) *Prowling.* A person commits the offense of prowling when he or she is in a place, at a time or in a manner not usual for law-abiding individuals under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

(1) The circumstances which may be considered in determining whether alarm or concern is warranted include, but are not limited to, the following: the fact that the person takes flight upon the appearance of a law enforcement officer; refuses to identify himself or herself; or manifestly endeavors to conceal himself or any object.

(2) Unless flight by the person or other circumstances makes it impractical, a law enforcement officer shall, prior to arrest for an offense under this section, afford the person an opportunity to dispel any alarm or immediate concern which would otherwise be warranted by requesting the person to identify himself or herself and explain his or her presence and conduct.

(3) No person shall be convicted of an offense under paragraph (b) if the law enforcement officer failed to comply with the foregoing procedure or if it appears at trial that the explanation given by the person was true and would have dispelled the alarm or immediate concern.

(Ord. of 7-6-2004, § 1)

Editor's note(s)—Section 1 of an ordinance adopted July 6, 2004, deleted former § 3-5-23 of the Code in its entirety and added new provisions as § 3-5-23 as herein set out. Former § 3-5-23 pertained to loitering or prowling and derived from an ordinance adopted Aug. 4, 1992, § 6; an ordinance adopted March 2, 1993, § 1; and an ordinance adopted Aug. 1, 2000, § 1.

Sec. 5-2-2. Definitions, service categories, customer classification; special customer.

(a) *General terms defined:* Words not defined here shall be construed to have their common dictionary definition.

Athens-Clarke means the area within the General Services District Boundary.

Bulky waste shall mean solid waste with weights or volumes which exceed the designated capacity of solid waste storage or collection containers. Such waste includes but is not limited to tree limbs, mattresses, and other large items.

Collect includes storage, transportation or disposal.

Commercial collection means the collection of solid waste from:

(1) A nonresidential source;

(2) A multifamily residence of five (5) or more units;

Compensation means and includes:

(1) Any type of consideration paid for service, including, without limitation, rent, lease payments and any other direct or indirect provision of payment of money, goods, services or benefits by owners, tenants, lessees, occupants or similar persons;

(2) The exchange of services between persons; and

(3) The flow of consideration from the person owning or possessing the solid waste or recyclable material to the person providing the service or from the person providing the service to the person owning or possessing the solid waste material.

Construction and demolition waste shall mean a type of solid waste consisting of waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial buildings and other structures. Construction and demolition debris includes trees, stumps, and brush removed from property during construction, maintenance or repair of structures.

Construction and demolition waste does not include any of the following, which is defined under this ordinance as solid waste even if it results from construction, remodeling, repair and demolition of structures: (a) garbage, (b) furniture and (c) solid waste resulting from a processing technique that renders individual waste components unrecognizable, such as pulverizing or shredding. It also does not include any of the following, which may require special disposal considerations: (a) asbestos waste, (b) drums and containers, (c) fuel tanks, (d) corrugated container board, and (e) appliances.

Cost of service shall mean cost of personnel, services, supplies, other services and charges, maintenance and repair, capital equipment, fringe benefits, supervision, overhead and other costs related to providing service.

Customer shall mean the local person responsible for the serviced location who receives and/or pays for solid waste service from a franchisee.

Director is the director of the solid waste department, or his or her duly authorized representative or agent.

Disposal facility means any facility or location where any treatment, utilization, processing, deposition or disposition of solid waste occurs.

Disposal site means the location where the final deposition or disposition of solid waste occurs.

Dropoff station means an established area approved by Athens-Clarke County where any person may deposit recyclable materials specified by Athens-Clarke County.

Dumpster shall mean a large metal bulk container which has capacity of no less than two (2) nor more than eight (8) cubic yard storage, and is a design approved by the solid waste department.

Fees paid service shall mean the routine service provided for by the solid waste department to customers for a fee determined by the schedule of fees as set forth in article 2 of this chapter.

Food service establishment shall include any establishment used for the preparation, packaging and serving of meals, lunches, short orders, sandwiches, frozen desserts, food samples or other edible products.

Franchise means a solid waste collection franchise awarded by Athens-Clarke County and contractually agreed to between Athens-Clarke County and the franchisee allowing them to engage in activities of a franchise as defined in and governed by this chapter.

Franchisee shall mean any person, persons or entity granted a franchise from Athens-Clarke County who, under agreements for compensation by those receiving services, is engaged in whole or in part in the business of collecting, transporting, delivering, or disposing of solid waste materials, other than industrial waste, within Athens-Clarke County. "Franchisee" includes any employees or other persons authorized to act on behalf of the Franchisee. "Franchisee" has a meaning identical to that of "grantee" as used in the franchise agreement.

Garbage means all household or domestic waste, including waste from the preparation and cooking of food, vegetables, fruit and meat scraps, ashes, cans and bottles, paper, floor sweepings, cardboard, and other such material to be disposed of from residences, houses of worship, schools, office buildings, business establishments and similar places.

Garbage can shall mean a container of a capacity not less than 20 gallons and not to exceed 96 gallons and where solid waste is placed for collection. Such a can shall have two (2) handles upon the sides of the can, or a bail by which it may be lifted and shall have a tightfitting metal, plastic, or rubber top.

Hazardous waste shall mean solid waste that is harmful to human or environmental health. Such waste includes, but is not limited to, solids, semisolids, liquids, and gases that are or may become toxic, caustic, infectious, contagious, flammable, or explosive and other items described as being hazardous in federal, state, or local government codes and regulations, except radioactive waste materials as provided in the Rules of the Department of Human Resources, Chapter 270-5-20, entitled, "Radioactive Materials."

Industrial waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under the Hazardous Waste Management Act and regulations promulgated by the Board of Natural Resources, Chapter 391-3-11. Such waste includes, but is not limited to, wastes resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Inert wastes shall mean wastes which will not, or are not likely to, cause production of leachate of environmental concern. Such wastes are limited to earth and earth-like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs, and leaves. This definition excludes industrial and demolition wastes not specifically listed herein.

Infectious waste shall mean a solid waste capable of producing an infectious disease. The types of waste designated as infectious are: microbiological waste, pathological waste, blood products, and sharps.

Leaf and limb materials shall mean leaf or limb materials resulting from normal yard maintenance, such as leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development or other garden activities. This term does not include stumps, logs, pallets, agricultural wastes, animal waste, roots, sewage sludge or garbage.

Litter shall mean misplaced or improperly discarded "solid waste" as defined herein.

Person shall mean any individual, partnership, firm, company, corporation, association, joint stock company, representative, agent, or assignee. Regarding customers of the solid waste department, "person" shall mean:

(1) The occupant of the structure serviced by the solid waste department;

(2) The local manager in charge of operations within the structure serviced by the solid waste department; or

(3) The owner of the structure serviced by the solid waste department.

Premises shall mean a parcel of land, including any buildings or structures located thereon, within Athens-Clarke County used for residential, commercial, industrial, agricultural or institutional purposes either separately or in combination to which a separate street address, postal address or box, tax map description, or other similar identification has been assigned or which is in use by a person having control of the area.

Prohibited waste shall mean any waste that cannot be included in the solid waste set out for collection from any premises located within Athens-Clarke County.

Prohibited waste list shall mean a list of banned waste established by the director of solid waste.

Public area shall mean an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), rights-of-way, roadway shoulders, remnants of rights-of-way, bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of the Unified Government and other public property, including property owned or under control of the Unified Government and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.

Receptacle shall mean any container (dumpster, garbage can, roll cart or bag) approved by the solid waste department for use in the temporary storage, collection and disposal of solid waste, including containers used for recycling service.

Recyclable or recovered material shall mean material(s) which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recycling means the series of activities including collection, separation, and processing, by which products or other materials are recovered from or otherwise diverted from the solid waste stream (1) for use in the form of raw materials in the manufacture of new products other than fuel and (2) in the case of source separated wood waste which has no material use, for use as fuel. Recycling includes composting of source separated organics but not composting of mixed waste.

Refuse means trash, rubbish or items or materials no longer fit for their original intended use.

Residence means any dwelling unit that is a four-plex or smaller that is occupied by either an owner or tenant.

Resident means any person living in a "residence."

Routine service shall mean the collection, transfer and disposal of refuse from receptacles on a pre-established schedule and route serviced by a franchisee.

Scavenger shall mean any person engaged in the uncontrolled picking, separating or reclaiming of discarded solid waste and/or recyclable materials from the receptacle of another.

Self-haul means the collection and transportation of nonresidential solid waste, at a level not to exceed five (5) tons per month, or residential solid waste, at a level not to exceed one-quarter tons per month, that is generated by tenants, homeowners, manufacturing operations, or other facilities owned by the hauler by the living unit owner or his or her direct employee, doing so without charge or reimbursement for such services.

Service means the collection and transportation of solid waste by persons for compensation.

Servicing shall mean the physical or mechanical act of collateral transferring and loading of solid waste from approved receptacles by a franchisee.

Service provider shall mean a franchisee.

Serviceability shall mean the ability for the franchisee to have access to and service receptacles.

Solid waste means any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including but not limited to solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or byproduct material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

Solid waste handling shall mean the physical or mechanical act of storing, collecting, transporting, treating, utilizing, processing, or disposing of solid waste or any combination of such activities.

Source-separated materials shall mean recyclable or leaf and limb materials are substantially separated from other solid waste and kept segregated in some form from solid waste.

Targeted materials list shall mean the list established by the director of solid waste of all recyclable materials that are to be collected by the franchisee. A copy of the list is available for public inspection in the Office of the Clerk of Commission and Office of the Director of Solid Waste. Such list, as amended from time to time, is incorporated into this ordinance by reference.

Tipping fee shall mean the fee to be charged upon delivery of solid waste, recyclable materials or leaf and limb materials to an Athens-Clarke County facility.

Transfer station shall mean a facility used to transfer solid waste from one (1) route collection vehicle to another bulk transfer vehicle or trailer for transportation to a disposal facility or landfill.

Volume-based fee system shall mean a fee system, used by the franchisee to charge customers for services, that meet requirements to encourage waste reduction, reuse, recycling and processing through reduced rates for smaller containers or numbers of containers of solid waste. The components of the fee system shall include a fixed monthly base charge plus a disposal charge based on the number and size of the containers.

(b) *Service categories.* Services provided to residential and commercial customers are defined below:

(1) *Bag service.* Collection of solid waste contained in a sealed disposable bag.

(2) *Backyard service.* Collection of solid waste from garbage cans, located adjacent to and at the side or rear of the structure being served. Receptacles shall not be located within the public right-of-way nor at any other locations readily visible from such public right-of-way, other than on scheduled collection days.

(3) *Curbside service.* Collection of solid waste or recycling materials from garbage cans or recycling containers, respectively, located within 15 feet of the curb.

(4) *Dead animals services.* Collection of a dead household pet or other small animal which is placed in a plastic bag outside the premises at the property boundary and/or curb, and disposing of same at a landfill.

(5) *Dumpster service.* Collection of garbage or recycling materials from solid waste department approved dumpsters by a specially designed and compatible top-loading collection vehicle, dumping and returning dumpster to its authorized location.

(6) *Leaf and limb service.* Collection of bagged leaves and bundled limbs at preannounced times and places.

(7) *Roll cart service.* Collection of refuse and garbage or recycling materials from approved roll carts located adjacent to the structure or temporarily placed at the curb as specified by the franchisee.

(8) *Special/unscheduled service.* Nonroutine collection of furniture, moving boxes, auto parts, construction materials, leaf and limb, or solid waste weighing less than 100 pounds per item by the franchisee at the expense of the owner or occupant of the premises.

(c) *Customer classification defined.* Customers of the franchisee shall be classified as either residential or commercial.

(1) *Residential customers*. Single-family detached, duplex, and four-plex dwelling structures occupied by either an owner or tenant. All such residential customers within the Urban Service District (USD), as set forth in section 7-301(a) of the Charter, shall use the Athens-Clarke County Solid Waste Department as their franchisee for the collection and disposal of their garbage. All such residential customers within the Riverbend Parkway Urban Service District, as set forth in this Code, shall use the Athens-Clarke County Solid Waste Department as their franchisee for the collection and disposal of their garbage effective as of December 31, 2019.

(2) *Commercial locations.* Structures that house more than four families or businesses that are otherwise engaged in profit, nonprofit or public service activities. These structures include, but are not limited to, the following:

a. *Multifamily structures.* Multifamily structures include fraternity houses, sorority houses, hotels, motels, trailer parks, townhouses, and apartment or condominium complexes with more than four attached family dwelling units.

b. *Business structures.* Facilities housing wholesale and retail businesses that provide goods and services not otherwise defined in this chapter.

c. *Restaurant structures.* Eating establishments having seating capacity for their customers to consume food on the premises.

d. *Food concession structures or facilities.* Food concession structures or facilities including structures, stands, and carts from which fast food is purchased by individuals for consumption and which do not provide seating for customers.

e. *Industrial structures.* Structures which shelter employees, or clientele who are engaged in the manufacturing or processing of goods and materials.

f. *Institutional structures.* Facilities owned and/or operated by an organization having a governmental, educational, civic, or religious purpose such as a school, hospital, nursing home, correctional facility, church, or similar establishment or facility.

(d) *Special customers defined.* Residential and commercial customers who request unscheduled services or services other than routine services. The franchisee shall have the right to accept or reject the performance of such unscheduled services and levy fees on a cost of service basis. The franchisee shall determine services and fees for special customers.

(Ord. of 4-4-95, § 1; Ord. of 6-3-97, § 1; Ord. of 2-3-2004, § 2; Ord. of 7-5-2006, § 1; Ord. of 4-7-2009, §§ 1, 2; Ord. of 11-7-2012, §§ 1, 2; Ord. of 11-7-2012, §§ 1, 2; Ord. of 11-5-2019(1), § 1)

Sec. 5-2-20. Abandonment of personal property within public rights-of-way.

Except as otherwise provided for by statute or ordinance, including but not limited to section 3-5-23 of the Code of Athens-Clarke County, w~~W~~henever personal property remains on the driveways, streets, ~~and~~ sidewalks, alleys, rights-of-way, roadway shoulders, remnants of rights-of-way, or public areas ~~within public rights-of-way~~ within the confines of Athens-Clarke County for more than ~~96~~24 hours, said property shall be deemed to be abandoned and shall be disposed of by the appropriate department. Nothing in this section shall prevent immediate removal of items that reasonably appear to pose a threat to public safety.

(Ord. of 4-4-95, § 1)

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: FY26 Investigative Audit of ACCGov Organizational Structure

DATE: December 4, 2025

BUDGET INFORMATION:

REVENUES: N/A

EXPENSES: N/A

FUNDING SOURCE: N/A

COMMISSION ACTION REQUESTED ON: January 6, 2026

EXECUTIVE SUMMARY:
The Office of Operational Analysis has completed an investigative audit of the ACCGov Organizational Structure, which includes an overview, both qualitative and quantitative facts, along with points of interest.

PURPOSE:
To request that the Mayor and Commission:

a. Accept the Investigative Audit of ACCGov Organizational Structure as recommended by the Audit Committee **(Attachment A);** and,

---

HISTORY:

1. Since 1991, the Office of Operational Analysis (formerly Auditor's Office) has maintained a list of completed audits for ACCGov departments, offices, courts, agencies, boards, programs, and projects consisting of various objectives and scope.

2. On December 12, 2022, the Mayor and Commission (M&C) adopted an amendment to the ordinance (Sec. 1-3-1) entitled "Internal Auditor; Office of Operational Analysis" modifying both the general and specific duties and responsibilities.

3. On August 1, 2023, the Mayor announced his appointments to the Audit Committee, which included two current County Commissioners (Fisher; Myers), and three members of the community (Dr. Xernona Thomas; Beth Higgins; Carl Blount) whose terms all began September 7, 2023, and will expire at varying dates based upon an initial two-, three-, and four-year term assignment.

4. On June 3, 2025, the M&C voted to approve the FY26 Workplan **(Attachment B)** as recommended by the Audit Committee, which included one investigative audit (ACCGov Organizational Structure), one periodic audit (Capital Projects Department), and one comprehensive audit (Emergency Management Program), among other assignments.

5. On June 26, 2025, an entrance conference signifying the official start of the ACCGov Organizational Structure investigative audit took place and included staff from Operational Analysis, the Manager's Office, Budget & Strategic Analysis, Human Resources, and Information Technology Departments. The purpose was to review the audit process, workflow, schedule, and agreed upon procedures.

6. On September 11, 2025, an exit conference was conducted with the Manager's Office to discuss the initial draft report, including points of interest. Updates were made to any factual data in question, and subsequently included in a revised draft report, which was then reissued to the Manager's Office and also presented to the Audit Committee for final review and consideration.

7. On December 4, 2025, the Audit Committee voted unanimously to recommend the audit be forwarded to the full M&C for acceptance.

FACTS & ISSUES:

1. Per ordinance Sec. 1-3-1 (b) – Specific duties and responsibilities. The duties and responsibilities of the Internal Auditor shall be as follows:

    2. *Prepares reports, in a timely manner, to present findings and recommendations to the Mayor and Commission concerning governmental fiscal operations.*

2. The Office of Operational Analysis conducted an investigative audit of the ACCGov Organizational Structure in association with the FY26 Workplan, resulting in a report that highlights various quantitative and qualitative facts, historical oversight, comparative examples, and points of interest based upon significant research and examination of records.

3. An investigative audit constitutes a fact-finding engagement, often via attestation of the associated department, by which information accuracy is relied upon in the absence of typical testing or other means of verification. It is primarily developed to clarify objective data, usually over a 1-2 month timeframe. Specific details regarding the analysis of organizational structure are included in the FY26 Workplan, but the objective and scope were as follows:

    <u>Objective</u>

    The purpose of this audit will be to evaluate the current organizational structure of those departments/divisions under the Manager's Office with respect to broad government efficiency and effectiveness at the foundational level. Analysis of ACCGov's growth since unification will assist in comparison of similar local government structural models to determine viability and appropriateness of the current format.

Scope

- *Comparison of similar jurisdictions' organizational charts*
- *Track historical growth in government structure*
- *Analyse potential service delivery impacts*
- *List the number of departments/divisions, including key positions*
- *Calculate percentage of department staff encompassing administration / supervisors / front-line*
- *Identify pros/cons to current model with focus on budget, staff, equipment, facilities*

4. The overall organizational structure has not previously been subjected to an internal audit by ACCGov. However, certain departments examined as part of past audits underwent a review of their specific structure and staffing, as is routine in performance analysis.

5. The Manager's Office is responsible for the implementation of all policies, programs, contracts, ordinances, and resolutions as approved and directed by the Mayor and Commission. This office performs the administrative functions of the government which support the activities of the Mayor and Commission. The ACCGov Charter dictates the authority and responsibility of the Manager.

6. The Office of Operational Analysis performed the following activities in accordance with the established schedule set between July 2025 through September 2025.
    - Interviews with staff
    - Review of documents/materials/resources and other data provided by various departments
    - Benchmarking analysis of comparative governments within Georgia and the Southeast region.

7. Points of interest were made related to organizational structure in order to provide the Manager's Office with key practices in which to consider any alteration. Each of the following corresponds to a specific section within report based upon subject matter:
    i. Historical complexity and unification challenges
    ii. Decentralized data and system integration limitations
    iii. Modernization of Organizational Charting
    iv. Advantages and Disadvantages of Current Facilities Model
    v. Staff variability and leadership trends
    vi. Structural inconsistencies and lack of formal guidance
    vii. Department size and staff associated with support for BACs
    viii. Data collection, accessibility, and transparency
    ix. Budget Development Timeline and organizational impact
    x. Alignment with purpose, mission, and strategic plan
8. This recommendation supports the following ACCGov FY26-28 Strategic Plan Goals, Strategies, & Initiatives:

- Goal Area #2, Strategies:
    B. Build and maintain two-way information pipelines through relationship building and resident engagement.
        2.B.2. Develop common practices, policies, and procedures and train all Board, Authority, and Commission (BAC) members and department liaisons.

- Goal Area #3, Strategies:
    B. Create a culture for high performance: increase interdepartmental collaboration, events, better cross-departmental workforce strategy.
        3.B.1. Leverage opportunities to measure progress and improve processes.
        3.B.6 Conduct succession planning workshops

OPTIONS:

1. Mayor and Commission:
    a. Accept the Investigative Audit of ACCGov Organizational Structure as recommended by the Audit Committee **(Attachment A)**; and,

2. Mayor and Commission do not accept the Investigative Audit of ACCGov Organizational Structure.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a. & b.

DEPARTMENT: Prepared By: Gavin Hassemer

Gavin J. Hassemer — December 4, 2025

Gavin J. Hassemer
Internal Auditor
Date:

Dexter Fisher — December 4, 2025

Dexter Fisher
Audit Committee Chair
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a

Bob Cowell, Manager Date:

ATTACHMENT(S):

A. FY26 Investigative Audit of ACCGov Organizational Structure
B. FY26 Workplan

ORGANIZATIONAL STRUCTURE

FY26 INVESTIGATIVE AUDIT



Operational Analysis Office
Report Number 2026I-03

FY26 Investigative Audit - Organizational Structure

Report Number 2026I-03

The mission of the Operational Analysis Office is to provide quality internal audit services through independent and objective reviews and assessments of the activities, operations, financial systems, and internal accounting controls that support the Mayor and Commission's adopted goals and strategies; to make recommendations that will improve governance, risk management, control processes and value for money, all with the intent of enhancing the efficiency and effectiveness of government operations for the benefit of Athens-Clarke County.

In accordance with Sec. 1-3-1 (b)(1) of the Athens-Clarke County Code of Ordinances, the Internal Auditor shall:

"Conduct reviews and analysis of operational and fiscal procedures and organizational structure and responsibilities as affects the efficiency and effectiveness of departments, offices, boards, activities, and agencies of the Unified Government of Athens-Clarke County."

Audit Committee
Commissioner Dexter Fisher, Chair
Commissioner Carol Myers
Carl Blount
Beth Higgins
Dr. Xernona Thomas

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706-613-3012

The Operational Analysis Office (OA) conducted this audit with voluntary guidance and reference from the US Government Accountability Office publication Government Auditing Standards, also commonly referred to as "generally accepted government accounting standards" (GAGAS), or "Yellow Book." Acknowledgement of these standards indicates our continued efforts to incorporate applicable, professional practices that are realistic and adaptive to the unique expectations of ACCGov and the community at large. The process developed by the Operational Analysis Office is not a forensic audit; however, OA staff uses framework from the Standards for Internal Control in the Federal Government, known as the "Green Book," as guidance for internal control and financial review. Green Book compliance helps provide reasonable assurance that evidence discovered is sufficient and appropriate to support findings and recommendations.

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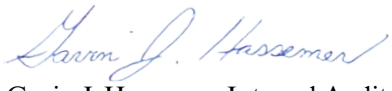
EXECUTIVE SUMMARY

The Athens-Clarke County Unified Government is not, and never should, be a stagnant organization. To fulfill its established purpose, it must continually adapt to economic, demographic and societal changes. Decisions by elected and appointed officials in the years since unification have influenced the organizational structure, which is to be expected. At its inception, this audit was meant to be a tool to help current leadership evaluate the positive and negative effects of those navigations. Through the process of research and analysis, however, Operational Analysis staff has found the most significant influence on ACCGov's organizational structure is the lack of mechanisms in place to define and analyze its efficiency and effectiveness on a regular basis. The wisdom of adopting such a function should become apparent to the reader.

Some themes for consideration are readily evident. First, there is an entanglement, and sometimes conflict, among the areas of the organization which have drastically changed in the thirty-five years since unification, and those which adhere to the structure established at that time. There is also evidence that some of the struggles which were a natural result of unification were never fully resolved, and at times the solutions put into place created other challenges which remain unresolved. Second, it's evident that the organization's leadership has, throughout its history, strongly leaned toward an effort to display inclusion and transparency to the public. However, it is not evident that the mechanisms put in place for these efforts have functioned as intended, or that the organization's structure has been aligned to support them. Nevertheless, it is also a recurring theme that initiatives tend to be open-ended, thus existing in perpetuity —sometimes simply forgotten and other times carrying on activities without monitoring or oversight. Finally, and perhaps most importantly, each phase of this investigation encountered serious challenges regarding readily accessible and well-organized data, and/or clearly defined processes and procedures, which is attributed to a lack of assigned ownership to internal controls.

Developing and maintaining the best structure for an organization is a challenging endeavor. In the public sector, legislative and budgeting cycles, along with the fluidity of societal and economic changes, create additional complexities. These pressures can lead to changes in the organization which may seem prudent in the moment, but prove to create inefficiencies and ineffectiveness in the long run. If unaddressed, the result of these changes (or at times, lack of change) result in opportunity costs. That is, time and resources allocated for an initiative years -- or even decades -- ago, continue to be expended without analysis of the outcomes.

The Mayor and Commission, advised by the Audit Committee, deserve recognition for approving this investigative audit. The Operational Analysis Office is proud to present this report in support of its mission to improve government efficiency and effectiveness for Athens-Clarke County. Appreciation is extended to the Manager's Office, Budget and Strategic Analysis, Communications, Human Resources, Information Technology, and Organizational Development departments for their collaboration. Thanks to their dedication, and the collective efforts of all ACCGov employees, meaningful initiatives can be shaped by past experiences.



Gavin J. Hassemer, Internal Auditor

GLOSSARY OF TERMS

For increased understanding, the Operational Analysis Office has compiled a list of commonly used words and phrases in relation to the Organizational Structure Investigative Audit that are used throughout this report.

Great Recession: In the United States, the recession started in December 2007. From that time, until the event's end, GDP declined by 4.3 percent, and the unemployment rate approached 10 percent.[i]

Centralized: Controlled by one main system or authority [ii]

Decentralized: Used to describe organizations or their activities which are not controlled from one central place, but happen in many different places[iii]

Span of Control: The number of employees or ranks of employees for which a manager is responsible [iv]

[i] https://www.history.com/articles/recession
[ii] https://dictionary.cambridge.org/us/dictionary/english/centralized#google_vignette
[iii] https://dictionary.cambridge.org/us/dictionary/english/decentralized
[iv] https://dictionary.cambridge.org/us/dictionary/english/span-of-control

OVERVIEW

Purpose & Scope

The purpose of this audit is to broadly investigate the efficiency and effectiveness, at the foundational level, of Athens-Clarke County Unified Government's organizational structure regarding those departments primarily reporting to the Manager's Office, using the following areas of scope:

1. Compare similar jurisdictions' organizational charts
2. Track historical growth in government structure
3. Analyze potential service delivery impacts
4. List the number of departments/divisions, including key positions
5. Calculate percentage of department staff encompassing administration/supervisors/front-line
6. Identify pros/cons to current model with focus on budget, staff, equipment, facilities

This investigative audit is a fact-finding engagement, with accuracy in part depending upon information directly provided by the associated entity, in this case the Manager's Office and its reporting departments. Formal findings and recommendations are not stated in this report. Rather, staff uses points of interest throughout to bring attention to more objective conclusions discovered by natural occurrence than deductive reasoning.

This audit focuses on departments that report administratively to the Manager's Office, defined in Article 2, Chapter 2 of the Charter as "the administrative and service departments." To provide broader context, it also includes offices with functional ties to the Manager's Office—such as judicial offices and those of elected officials—as well as Boards, Authorities, and Commissions (BACs), which, though not directly reporting to the Manager's Office, play essential roles in ACCGov operations.

The Athens-Clarke County Manager's Office is best understood through its stated mission, which guides its responsibilities and relationships across departments.

> *"The Office of the Manager is responsible for the implementation of all policies, programs, contracts, ordinances, and resolutions as approved and directed by the Mayor and Commission. This office performs the administrative functions of the government which support the activities of the Mayor and Commission. The ACCGov Charter dictates the authority and the responsibility of the Manager."*

This document serves as a reference for internal and external audiences, offering insight into the Manager's Office's span of control, the strengths and limitations of the current structure, and the roles of key departments and staff.

Process & Methodology

One method of investigating the large and complex structure of the local government would be to take a snapshot in the moment. However, the origins of ACCGov extend back several decades, and it is expected to continue functioning as a governing entity well into the future. Therefore, upon research of available

materials and information, Operational Analysis staff chose a method of examining the origin of the ACCGov structure, and determining how decisions made over time have altered it. The Internal Auditor and staff are in a unique position to perform such an investigative audit as part of their FY26 Work plan.

Unfortunately, the county's detailed historical information can be difficult to identify and access. Authoritative information comes from the annual budgets, which are available on the ACCGov website for fiscal years 2014 forward.

Some materials are found through online searches, or by specific request from ACCGov entities such as the Manager's Office, Budget & Strategic Analysis, or Human Resources departments. Much of the older information must be accessed in print form. Historical research is further complicated by the process of unification in the early 1990s, when the physical and administrative merger of the two governments at times has created conflicting sources of information. It can be inferred that, given the urgent and important task at hand, historical documentation was not of the utmost priority during the consolidation process (an observation that in fact has been pointed out by Overview Commission reports, which are a verifiable source of information from the time of unification forward.)

Currently within ACCGov, employee/position data is decentralized among several departments. Implementation of the Munis system has been a shared venture between the Finance and Human Resources (HR) departments, but integration of Munis with other departments' software is limited. Examples of programs which house important data but are not fully integrated with the Munis system include NeoGov (used by HR for employee recruitment and hiring); the Take Aim Learning Management System (administered by the Organizational Development (OD) Department and the organization-wide platform housing the "PerPro" employee evaluation platform); and the Microsoft Office platform (used organization-wide and administered by Information Technology (IT)).

The annual process of updating departmental organizational (org) charts is housed in OD. Prior to FY24, this process was done via email, whereby OD would send each department's current chart to its leadership for manual updates, which OD would then transfer to digital form. In FY25, OD requested and was approved to have Microsoft Visio licenses obtained for one representative from each department, who is now responsible for creating that department's org chart. The org charts presented in the appendix of this document were derived from those sent to the Operational Analysis Office by OD, amended for correctness and clarity.

Regarding population data, US Census counts are used for each decade they are available. For more detailed, annual counts, other data sources are relied upon; however, they are generally extrapolated from census counts, or have different geographic boundaries in order to analyze a "statistical area" for demographic, economic or other analytical purposes. The presence of the large University of Georgia population affects population data, with enrollment counts which must be parsed to reflect only those students attending the Athens campus in-person. There is not a definitive source to determine how many of those students reside in Athens - Clarke County year-round.

Government Structure

In the state of Georgia, a municipality is an incorporated entity chartered by the state legislature and meeting certain conditions of population, development and zoning guidelines.

OVERVIEW

There is no difference in a "city," "town" or other designation such as "community" in Georgia. Legally, all are considered municipalities, of which there are 537 within the state. The City of Athens was incorporated in 1806 by an act of the General Assembly of the State of Georgia. It served as the county seat of Clarke County, which had been established in 1801, also by act of the General Assembly.

The 159 counties in Georgia serve as administrative districts of the state government.[i] Each county is mandated by the state to have five elected offices—Sheriff, Tax Commissioner, Clerk of Superior Court, Probate Judge and Commissioner (often the chair of a board of commissioners). The 1983 Georgia Constitution added a list of services that counties could offer in addition to those provided by the elected officers, many of which mirrored services traditionally provided by municipalities such as solid waste, police, public transit and public health services.[ii]

There are eight city-county consolidated governments in Georgia: Athens-Clarke County, Augusta-Richmond County, Columbus-Muscogee County, Georgetown-Quitman County, Macon-Bibb County, Cusseta-Chattahoochee County, Statenville-Echols County, and Preston-Webster County. These governments are required to fulfill the state mandates of both a municipality and a county government. For census purposes, consolidated governments are classified as municipalities.government can take on a comprehensive, centralized role, while still decentralizing departments or the staff within them, by disbursing functions and/or personnel not typically aligned with said department.

The state of Georgia provides for governing bodies beyond counties and municipalities. These governing authorities include school systems, of which there are 180 in the state including Clarke County School District. The number of authorities as a governing form has been steadily increasing nationwide since the 1950s.

In Georgia, any public authority must be registered with the Department of Community Affairs before it can take on debt or financial obligations—a rule that's been in place since 1996. Authorities can operate within a single jurisdiction or span across multiple ones. Some are considered dependent, meaning they are included in the local government's financial reports and their decisions are overseen by elected officials or governing boards. That said, most operate independently.[iii]

Athens-Clarke County currently has 15 registered authorities, including three that are part of joint jurisdictions—either regional or shared with the city of Winterville.[iv]

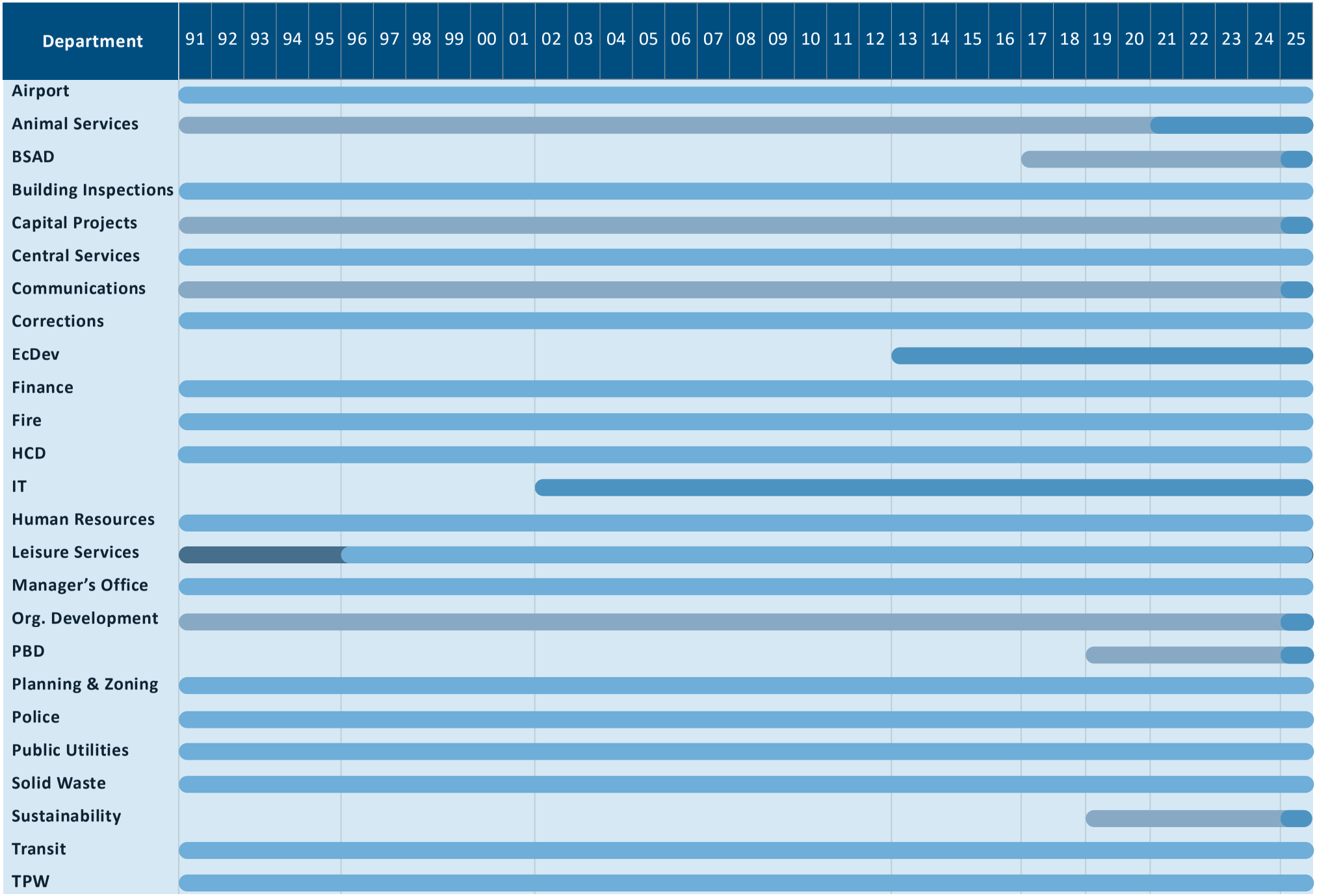
ACCGOV Structure

In 1991, the unification of the City of Athens and Clarke County resulted in the formation of the Athens-Clarke County Unified Government (the "Unified Government" or "ACCGov")—a consolidated, countywide entity with full jurisdiction across the entirety of Clarke County. This new governmental structure replaced the separate city and county administrations. ACCGov operates under a council manager form of government, led by a mayor and a ten-member commission.

The county manager, appointed by a majority vote of the commission for a two-year term, oversees government operations, including the appointment and removal of department directors.

[i] https://georgiastudies.gpb.org/c29-s2
[ii]https://www.georgiaencyclopedia.org/articles/counties-cities-neighborhoods/georgias-county-governments/
[iii]https://dca.georgia.gov/community-assistance/government-authority-reporting/local-government-authorities#:~:text=Beginning%20with%20FY2018%2C%20these%20two,through%20a%20general%20enabling%20act:
[iv] https://stofgeorgia.sjc1.qualtrics.com/public-dashboard/v0/dashboard/web/653c0ab87334210008aa848f/pages/Page_f5832275-6195-4fe2-985d-fee289850a20?language=EN

Timeline of the Departments under the Manager's Office



The manager is responsible for facilitating preparation of the annual budget (with input from department directors and staff), advising the commission on financial matters, conducting studies, providing reports, and enforcing administrative standards across all government agencies.

The mayor, elected by public vote, serves as the official representative of the Unified Government at federal, state, and local levels. Key responsibilities include leading the search for manager, county attorney, and internal auditor candidates and recommending appointments for those positions to the commission. The mayor also sets the agenda for commission meetings, presides over meetings, presents the proposed budget and capital improvements plan for approval, approves or vetoes ordinances, executes government contracts, calls special meetings, and proposes legislative measures. The mayor does not vote on commission matters except to break a tie. The county commission consists of 10 part-time commissioners elected by district, serving staggered four-year terms. It holds exclusive legislative authority over the Athens-Clarke County Unified Government, overseeing the governance structure and legislative processes that shape local policies and operations.

Points of Interest

- Historical Complexity & Unification Challenges: The ACCGov structure reflects decades of evolution, including the 1991 city-county unification, which introduced administrative overlaps and conflicting documentation that complicate historical research.
- Decentralized Data & System Integration Limitations: Employee and organizational data are dispersed across departments, with limited integration between systems like Munis, NeoGov, Take Aim, and Microsoft platforms—posing challenges for comprehensive analysis.
- Modernization of Organizational Charting: In FY25, OD transitioned from manual email-based updates to department-led Visio chart creation, in an effort to improve accuracy and accountability in documenting organizational structure.
- Population Data Limitations & University Impact: Census data provides foundational population counts, but annual estimates are imprecise—especially due to the transient University of Georgia student population, which skews local demographic analysis.

Unification History

As part of the government consolidation process, the newly formed Unified Government worked to streamline operations by merging eight county departments, ten city departments, and three jointly managed departments into a cohesive structure of seventeen departments. [i]

Personnel Department

The unification of the Personnel Department was one of the most complex aspects of the merger, primarily due to substantial differences in the pay systems of the former city and county governments. The city's pay structure included a merit-based system with bonuses and raises that moved employees through a salary scale, whereas the county relied on cost-of-living adjustments that kept most employees clustered at one end of the scale. Consequently, county employees generally had higher entry-level salaries, while city employees earned more at senior levels.

explicitly mandated that all employees retain equivalent roles following the merger, ensuring continuity in job responsibilities and protections against any reduction in salary, benefits, or employment status. Additionally, it required the implementation of a comprehensive compensation alignment strategy within the first years to equalize pay for similar job functions, with full realization by the fourth year.

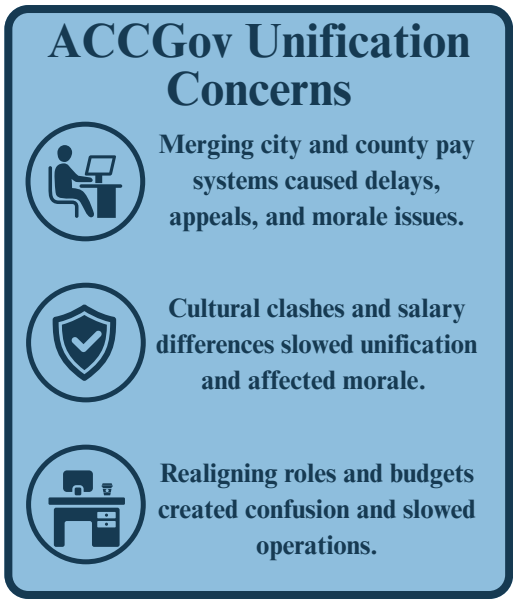
Several steps facilitated this transition:

- Payroll Synchronization: Before the merger, payroll calendars were aligned, and the city's weekly payroll system was eliminated in February 1992. To assist employees in adjusting, financial support measures such as credit union plans and budget management classes were introduced.
- Unified Budget Implementation: The first consolidated budget took effect in July 1991, officially merging personnel policies and systems. This budget not only unified financial planning but also served as a foundational framework for integrating administrative procedures, human resource protocols, and departmental operations across the formerly separate entities.
- New Classification Plan: In January 1993, a standardized job classification plan, developed by the Institute of Government, was introduced to address pay disparities among short-term employees. A follow-up pay study in 1994 focused on correcting imbalances among long-term employees based on years of service rather than pay grade, incurring costs of $400,000 in the first half-year and $700,000 annually thereafter.

The final classification and compensation study, implemented in July 1995, generated numerous employee appeals, reflecting dissatisfaction with certain outcomes. Despite internal debates, the adjustments ultimately resulted in significant salary structure improvements, costing approximately $3.2 million annually. By July 1996, the government applied a 2% market adjustment and an additional longevity increase of up to 2%. Moving forward, a performance-based pay system was planned.

Unifying employee benefits was comparatively simpler than harmonizing salary structures. The new system adopted the most favorable elements from each former government's benefits package—such as the city's lower health insurance deductible—while leveraging the larger workforce to negotiate better rates.

Figure 2



However, economic factors, including a recession and budgetary constraints imposed by the charter, limited the pace of compensation reforms. Employee morale declined during the process, particularly among those who did not receive raises between 1991 and 1994. By mid-1996, salary equalization was largely complete, although some employees remained dissatisfied with the final outcomes. Ongoing feedback mechanisms and appeals processes were maintained to address lingering concerns and ensure continued transparency in compensation decisions.

[i] https://www.accgov.com/DocumentCenter/View/31886/Unification-of-the-Athens-Clarke-County-Government-Report

Finance Department

The Finance Department also underwent a significant transformation during unification. According to the charter, the two former governments were required to remain fiscally separate from January to June 1991 before beginning operations as a single entity in July. This provided roughly six months for the Finance Department to prepare the first consolidated budget while managing the complex administrative transition.

Key responsibilities included:

- Closing the financial records of both former governments
- Transferring all assets and liabilities to the newly formed government
- Consolidating functions such as accounting, auditing, accounts payable, business licensing, budgeting, purchasing, and alcohol beverage licensing

Prior to unification, these functions were not uniformly housed within finance departments. For example, the city's purchasing function was managed by the Mayor's Office, while the county's was under General Services. The reclassification of jobs and establishment of new roles were delayed until the completion of a full budget cycle, causing uncertainty among employees as they adjusted to new responsibilities, leadership, and operational structures.

Police Department

The merger of the city and county police departments posed both logistical and cultural challenges. The city's force of approximately 100 officers emphasized community policing and specialized units, whereas the county's 80 officers followed a more traditional law enforcement approach, focusing on property crimes and maintaining larger patrol zones. Despite a strong working relationship before the merger, the departments differed in uniforms, patrol strategies, and organizational philosophies.

Symbolic and structural integration included:

- Uniforms & Vehicles: New uniforms and vehicle designs were introduced in August 1991, several months after unification began. However, delays in implementation reinforced the perception of two separate entities.
- Joint Patrols: Pairing city and county officers on patrol helped build cooperation, though initial resistance persisted. Officers often sat apart at meetings and remained loyal to their original departments.
- Facility Challenges: A new police facility initiated before unification was insufficient to accommodate the combined force, resulting in cramped working conditions and dissatisfaction.

Salary equalization presented another major obstacle. City officers historically earned higher wages than county officers, and while pay studies gradually increased county officer salaries, city officers went several years without cost-of-living increases, negatively impacting morale. Economic constraints further complicated efforts. Over time, as new officers replaced those from the pre-merger era, identity and salary issues faded, leading to improved cohesion and enhanced service delivery, including better response times and equitable coverage across the jurisdiction.

Other Departments

Several departments experienced smoother transitions, particularly those that were already joint operations or offered complementary services. The Fire, Emergency Management, and Traffic Engineering departments were already countywide or jointly operated, requiring minimal structural adjustments. Similarly, Planning and Zoning merged city and county functions—including zoning, subdivision administration, and historic preservation—without major disruptions.

Certain integrations proved more seamless due to their complementary nature:

- Public Works: The city handled sidewalk installation, while the county managed road paving—functions that naturally blended.
- Leisure Services: First operating separately as "Recreation and Parks" and "Arts and Environmental Education," the city's structured recreation model merged with the county's environmental education and passive recreation services to formally unify in July 1996 under a newly appointed director.
- General Services: The county's General Services included personnel and risk management functions, which were transferred to Personnel, while purchasing moved to Finance. The city's General Services encompassed grants, animal services, and facilities management, which were distributed among Human and Economic Development, and Central Services.

Overview Commission Reports

To provide sufficient historical context for this investigative audit report, ACCGov Overview Commission reports are referenced. The Overview Commission issues written recommendations to the mayor and commission and operates with transparency, making its findings accessible to the general public. A review of the four reports published in 1996, 1999, 2010, and 2020 revealed minimal recommendations pertaining to the organizational structure of ACCGov.

The 1996 Overview Commission found that while unification was difficult, elected officials and staff were working tirelessly and carefully to promote its success. Citizens received services without interruption.

Of the three concerns raised, only one addressed organizational structure—specifically, accountability and service delivery among secondary agencies and officials, reflecting public expectations for transparent governance.

The 1999 Overview Commission affirmed the charter's effectiveness and proposed shifting more authority to the mayor to direct the manager's policy implementation. It also emphasized the need for a permanent director of, and sustained support for, the Department of Human and Economic Development.

The 2010 Commission issued 147 recommendations, which the 2020 Commission reviewed for completion rather than conducting a new evaluation—an approach shaped by the COVID-19 pandemic. Few recommendations involved structural changes, aside from transferring oversight from the mayor to the manager, completed in May 2020.

Figure 3



Departmental Growth & Population Trends

Upon analyzing available data, OA staff gathered the following relationships among Athens-Clarke County population growth, staffing levels and number of departments and offices from unification in 1991 to the present. Since the 1990 census, the population of Athens-Clarke County has grown by 47%, from 87,594 to the current 128,423, while full-time approved positions for ACCGov have increased by approximately 24% with a current ratio of 14.2 fulltime employees per 1,000 residents. Historical records show this ratio to be 16.72 at unification and remaining fairly steady until 2010, when cuts forced by the Great Recession lowered the ratio to an average of 13.3 over the next decade, until it began increasing to its current level.

The analysis of the government's departmental structure is made difficult due to the lack of standardized language. Historically and currently within ACCGov, the term "department" has been found to refer to an office of an elected or appointed official, a certain division of a larger department, or as one of the individual administrative and service departments (to use the language of the charter) reporting directly to the Manager's Office. At the time of unification, there were 10 departments in the City of Athens government, eight in Clarke County, and three jointly administered. This does not include judicial, elected or appointed offices. With unification, these 21 departments were consolidated into 17 departments. This number remained fairly stable for a decade, dropping to 16 departments in 1996 with the merger of two former city/county departments to create Leisure Services. During this time there were also various "offices" which seem to have been carryovers from pre-unification offices and divisions, whose leaders reported directly to Chief Elected Officer (later Mayor), or to the Manager's Office. These offices included Computer Information Systems, Public Information, Organizational Development, Marshal Services, and others. By 2014, Emergency Management had been moved under the purview of the Fire Department, and Economic Development had been added the previous year, keeping the number of departments at 16. In 2020, Animal Services was established as a department separate from Central Services, of which it had been a division.

Figure 4



Athens-Clarke County was the

28th

consolidated government in the nation

FY25 brought the largest structural change since unification, with the addition of six new departments, all of which existed previously in some form as divisions of the Manager's Office: Budget and Strategic Analysis, Capital Projects, Communications, Organizational Development, People and Belonging, and Sustainability. Information Technology had previously been elevated to department status in a similar manner, making 25 the current number of departments which report administratively to the Manager's Office.

Historical budget and organizational records show occasional anomalies, likely tied to population growth or broader restructuring. The Clerk of Commission, though established in the charter like other offices such as the Coroner and Tax Commissioner, has never had an independent budget and has consistently been funded as part of the Mayor and Commission budget since unification. Two charter-defined offices no longer exist independently: the Marshal's Office and the Administrative Hearing Officer. The Marshal's Office was initially placed under the Attorney's Office, later moved to the Building Permits and Inspection Department, where it was ultimately merged into Code Enforcement division. The Administrative Hearing Officer role is now held by the Municipal Court Judge as part of a dual appointment.

Strategic Plan

The ACCGov Mayor and Commission (M&C) has adopted its second formal Strategic Plan, for FY26-28, following the first plan developed and implemented for FY23–25. Both plans, along with performance metrics, are available at accgov.com/strategicplan. The site also links to departmental strategic plans (Public Utilities, Animal Services, Transit, Housing and Community Development), programmatic plans (Clean and Renewable Energy Plan, Planning Department's Comprehensive Plan), and two regional plans (MACORTS Transportation Improvement Plan, Regional Solid Waste Management Plan).

The M&C Strategic Plan includes five goal areas:

- Goal Area 1: Good Neighbors
- Goal Area 2: Identify and Close Gaps in Partnership with the Community
- Goal Area 3: Organizational Improvement
- Goal Area 4: Quality, Stable, Affordable Housing for All
- Goal Area 5: Safely Move Around Athens
- Goal Area 6: Built and Nature Infrastructure

Operational Analysis reviewed the initiatives listed under these goals, and analyzed each for its alignment with the mission statements of the 43 ACCGov departments, courts, and offices. Staff created a table aligning initiatives with departmental missions as listed in the adopted budget document, grouped by budget categories. While the table aligns specific initiatives with departmental missions, it is important to note that not all departments were intended to have designated initiatives within the Strategic Plan, since their core responsibility is to enhance base services. Nonetheless, the broader goals and strategies may align with the missions and operations of most departments, even if such alignment is not explicitly reflected in the chart. All figures within the table are from the FY26 All Funds Summary.

- General Government: Largest initiative distribution (55 initiatives), ~$85M budget, 16 departments/offices (10 report to the Manager; others include Manager's Office, Mayor and Commission, Attorney's, Operational Analysis, Tax Assessor's, Tax Commissioner's).
- Judicial: Second largest by department count (9 offices), ~$16M budget (second smallest), 34 initiatives; none report to the Manager.
- Housing and Development: 40 initiatives across 7 departments, ~$25M budget; 21 initiatives tied to Housing and Community Development. All but Cooperative Extension report to the Manager.
- Public Works: 4 departments, ~$115M budget (largest), 12 initiatives; all report to the Manager.
- Public Safety: 17 initiatives across 6 departments, ~$91M budget; Sheriff and Coroner are elected, others (Corrections, Police, Fire, Animal Services) report to the Manager.
- Culture and Recreation: Leisure Services is the sole department, with 3 initiatives and ~$11M budget.

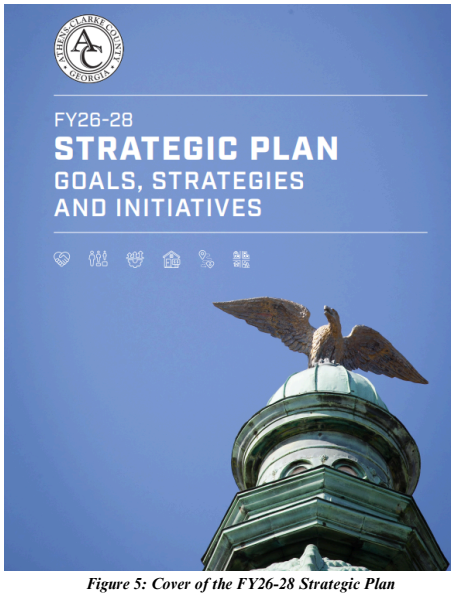
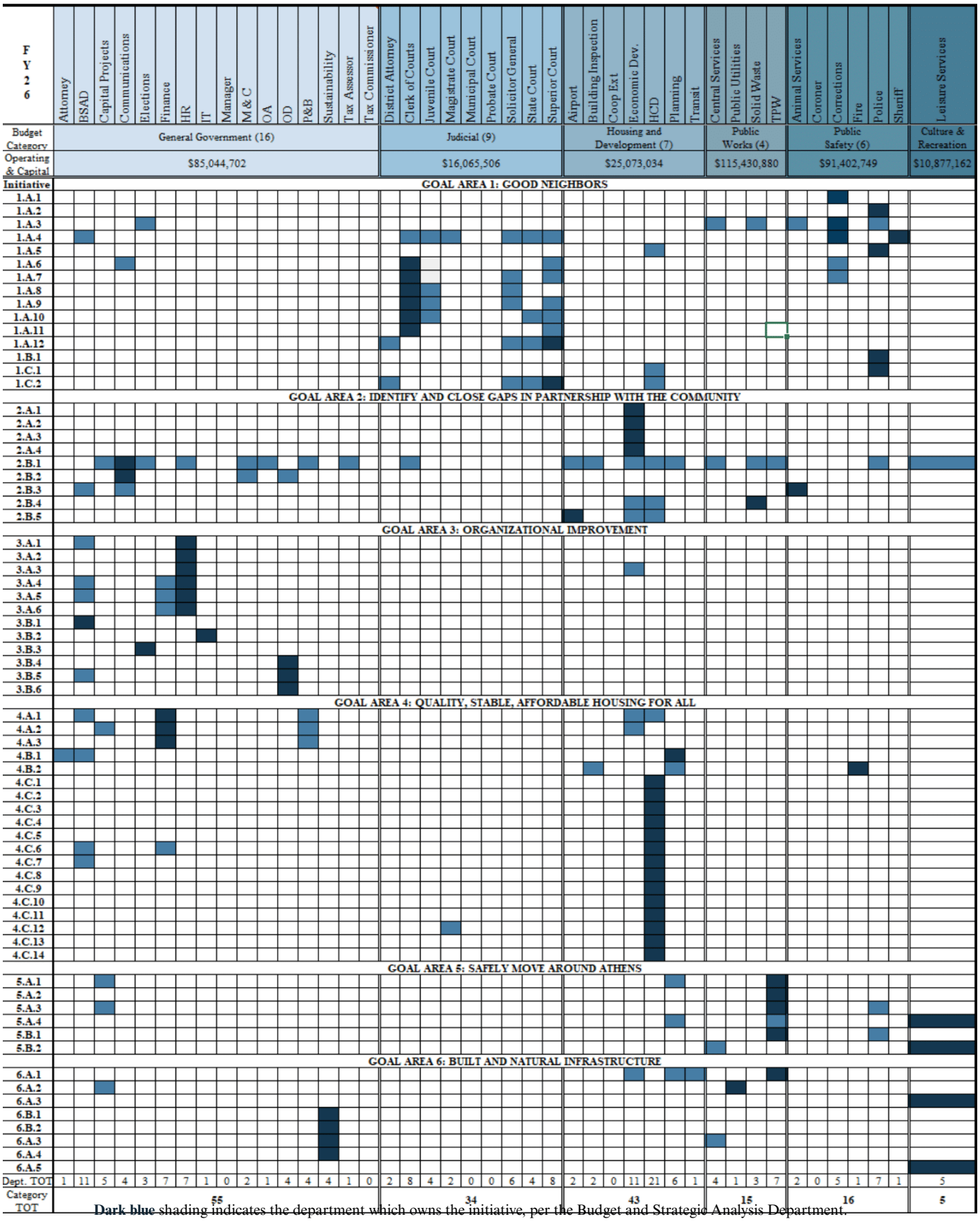


Figure 5: Cover of the FY26-28 Strategic Plan

Analysis of ACCGOV Strategic Plan by Department and Initiative

Figure 6



Dark blue shading indicates the department which owns the initiative, per the Budget and Strategic Analysis Department.

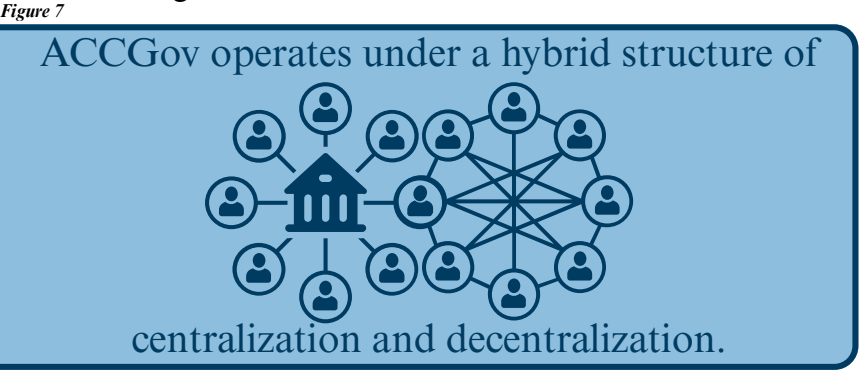
Light blue shading indicates OA staff alignment of initiative with department's stated mission.

Centralized vs. Decentralized Local Government

Often influenced by the chosen governmental forms as referenced on page 17 of this report, decision-making power is either distributed in a centralized or decentralized manner. In a more centralized structure, most decisions are made at the county leadership level, often resulting in greater efficiency and consistency. However, this can sometimes lead to a disconnect between governing bodies and the residents they serve.

Conversely, a decentralized approach spreads decision-making authority across departments and divisions. In this setup, individual units can act autonomously without needing approval from county management.

Figure 7



While this can enhance responsiveness to constituents, it may also lead to inconsistent outcomes and reduced organizational efficiency. Whether by a centralized or decentralized focus, service delivery can be impacted both broadly at the executive level, all the way through an organization, down to the individual positions that the workforce comprises. As an example, a government can take on a comprehensive, centralized role, while still decentralizing departments or the staff within them, by disbursing functions and/or personnel not typically aligned with said department.

Athens-Clarke County's unified government structure combines city and county functions into a single entity. This model generally leans toward centralization, concentrating decision-making within county leadership rather than among multiple local governments. The benefits include streamlined governance and consistent policy application, but it also presents challenges in responding directly to localized concerns. Still, within this framework, various boards and departments retain limited autonomy, embedding decentralized elements to address community-specific needs.

An examination of departments reporting to the Manager's Office by OA staff revealed a hybrid approach that blends centralized and decentralized control. This structure is especially evident in internal support departments. For instance, the Human Resources department oversees staffing across the entire organization, yet many units—particularly public safety and judicial departments—conduct substantial recruiting and orientation independently. Other departments rely entirely on HR for hiring-related processes.

Information Technology follows a similar pattern. Typically, IT manages technological needs across all departments. However, select departments either employ their own internal IT specialists to meet specific requirements, or have agreements in place to embed IT staff within facilities permanently.

Facilities & Equipment

In assessing the geographic dispersal of ACCGov's organizational structure, OA staff analyzed the

placement of the administrative function of each department (i.e., where the department director's office is located) as well as the location of other properties which house ACCGov employees.

According to information provided by the Central Services Department, there are 269 buildings/structures which ACCGov either owns or uses. Of these, 103 are occupied by ACCGov employees, and of those 20 are the locations of the administrative function of the department/office. The greatest concentration of executive staff is in the Courthouse, which houses 11 department directors or elected/appointed officials (all judiciary offices, the Sheriff, Tax Assessor, and Tax Commissioner). City Hall houses offices of the Mayor, Manager, Internal Auditor, and Clerk of Commission along with the Budget & Strategic Analysis, Capital Projects and Communications departments.

Four other buildings are situated on the one-block area bordered by College and Hancock Avenues and Washington and Lumpkin Streets (sometimes referred to as the City Hall Campus), housing the County Attorney and the Elections office, as well as the directors of the Economic Development, Housing and Community Development, People and Belonging, and Public Utilities departments. In addition to this campus and the courthouse, five other administrative offices are located in the downtown area, with three of those housed at the Dougherty Street Government building, and the remaining two being the Fire Chief at Fire Station #1 on College Avenue, and the Transit director at the Multimodal Transit Center on the periphery of southeastern downtown. The Information Technology director is located on Prince Avenue, and the Satula Building, which houses Human Resources, Finance and Organizational Development directors is located in an intown neighborhood further north on Prince Avenue. Additionally, the Sustainability director's office is off North Avenue just across the North Oconee River.

Remaining department directors' offices are located further outside of downtown, including Leisure Services, which occupies an historic building accessible to downtown via the Greenway. There is a loose concentration of department's administrative offices in the more rural/industrial area east of the urban area, including Police, Corrections, Airport, Solid Waste, Animal Services and Coroner. The Cooperative Extension Office is located on the west side of town in the former Georgia Square Mall area.

Of the remaining 83 ACCGov-occupied facilities that do not house departmental administrative functions:

- 33 are parks and public facilities managed by Leisure Services
- 17 are associated with public safety departments (Fire, Police, Sheriff, and Corrections)
- 24 are staffed sites operated by infrastructure-related departments (Central Services, Public Utilities, Transportation and Public Works, and Solid Waste)
- Additional operational facilities include the Transit Maintenance Facility and Leisure Services' Maintenance Shop, Wood Shop, and Planning & Trails building, all located in the Buena Vista neighborhood.

Since the construction of the Multimodal Transit Center and Solid Waste Facility in 2006–2007, only two new administrative buildings have been added: the Athens Airport Terminal (2017) and the Cooperative Extension Office (2019). While other facilities have been built for operational needs, most administrative

buildings predate ACCGov's unification. The Costa Building, originally built in 1930 and expanded by 4,000 square feet during renovation, now houses the Economic Development Department (previously without dedicated space), the Housing and Community Development Department (relocated from Satula), and People and Belonging (from City Hall).

ACCGov's operational functions are physically decentralized, largely due to the nature of service, such as fire stations and parks, which are spread across the county. Clarke County, the smallest by land area in Georgia, faces geographic and jurisdictional constraints: the North and Middle Oconee rivers bisect the county, GDOT's State Route 10 Loop encircles the urban core, and the University of Georgia's land holdings influence land use decisions.

Much of this decentralization stems from ACCGov's practice of acquiring and repurposing existing properties. *(See Figure 8 for specific department locations and associated buildings).*

Examples include:

- Satula Government Building (1980): Former DFCS office, now home to Finance, Human Resources, and Organizational Development.
- Dougherty Street Government Building (former public library): Houses Building Permits and Inspections, Planning, and divisions of Transportation and Public Works.
- City Hall Campus: Includes the Simon Michael Building, Public Utilities Customer Service Center, and renovated Costa Building.
- College Avenue & Dougherty Street: Six recently acquired office units, some of which are currently leased to the Public Defender's Office.
- Skyline Terrace (leased): Future home of the Capital Projects Department, breaking from the trend of property acquisition.

Two operational functions—fleet and facilities/landscape management—are partially centralized. Of ACCGov's 43 departments, 26 use a mix of specialized and passenger vehicles. Central Services (CS) oversees the purchase and maintenance of most vehicles, except Transit (which has its own shop) and Solid Waste (which outsources maintenance due to labor shortages). For facilities and landscape management, CS handles most responsibilities, though some departments maintain their own staff or use outside contractors.

Facilities Model: Points of Interest

Advantages:

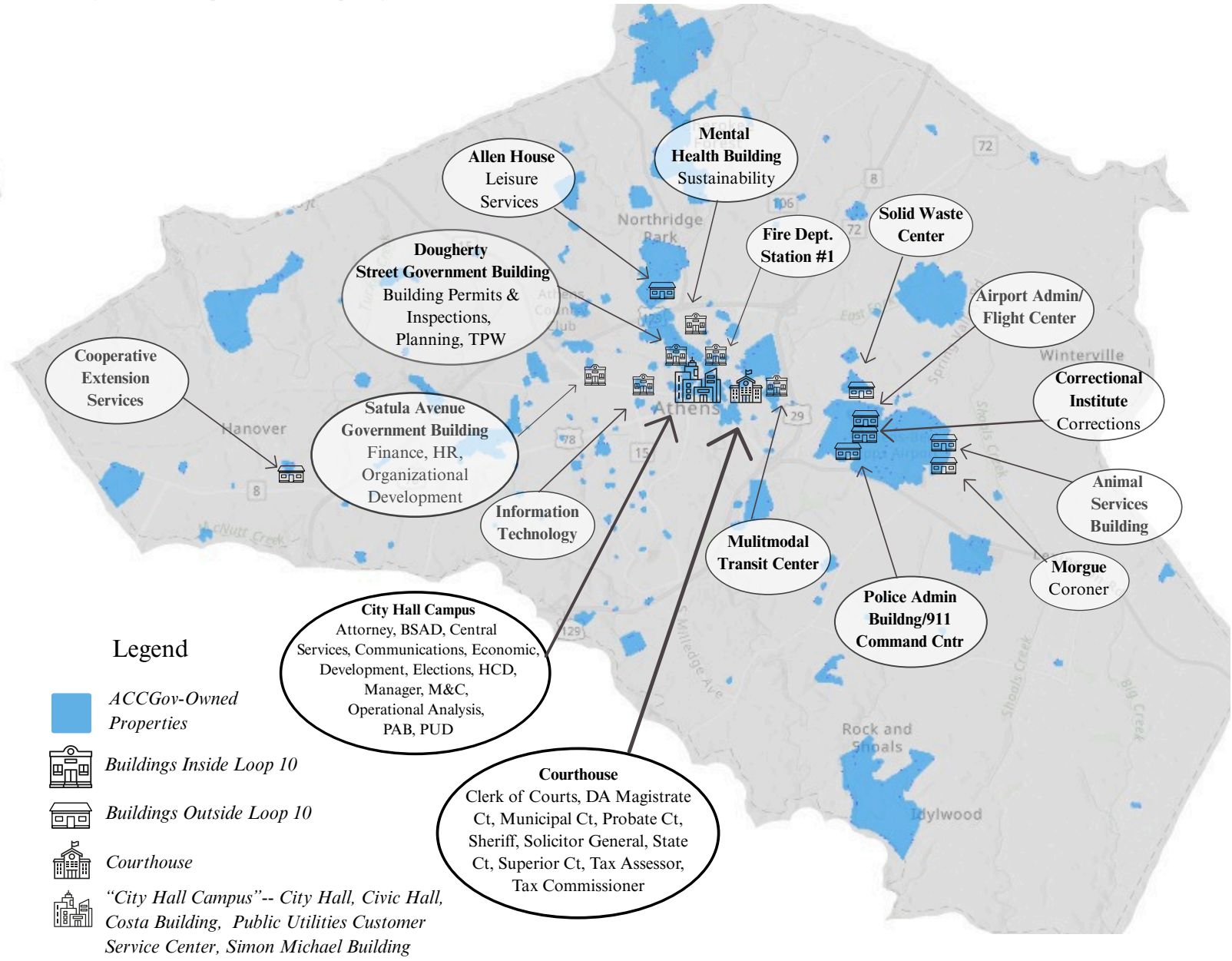
- Government buildings are visible across multiple geographic areas of the county.
- Geographic spread allows for relocation of services during localized disruptions.
- Decentralized approach enables acquisition and repurposing of existing buildings.
- Some administrative offices are located near operational functions (e.g., Police, Transit).

Facilities Model: Points of Interest

Disadvantages:

- Maintenance and operations must cover a wide area, increasing logistical complexity.
- Physical separation hinders collaboration and communication between departments.
- Indirect costs arise from issues like limited downtown parking and duplicated services.
- Managing multiple sites adds administrative burden and reduces resource efficiency.

Figure 8: ACCGov Departments and Corresponding Locations



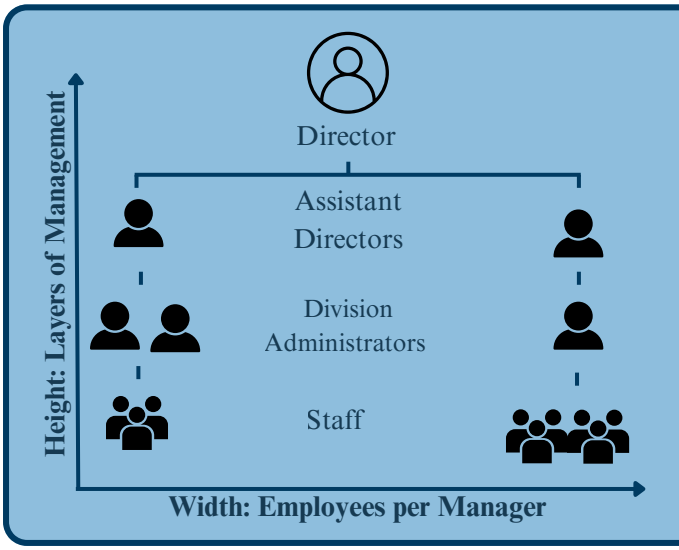
Budget & Staff

Organizational structure affects department operations, specifically in the areas of efficiency, control, and resource distribution. Span of control (see Figure 9), is determined by the number of employees under each manager and the number of management levels. This offers a model to analyze organizational structure. Wide spans, under which managers supervise large numbers of employees, can lead to lean communication and less administrative overhead. Narrow spans enable greater direct supervision and specialized monitoring. Flat structures, having fewer levels, can lead to quicker decision-making, whereas taller organizations can foster more established roles and formal reporting channels.

Department structure needs to fit service delivery needs, budget constraints, and staffing levels. Tasks need to match employee skills and pay, and job titles need to reflect current duties. Project assignments within suitable divisions foster access to resources needed. Manager's Office oversight is determined

based on department size, staffing, funding, director longevity, scope of services, and public interest. Similar-function departments can be grouped to facilitate operational coordination as long as leadership positions are well defined.

Figure 9: Illustration demonstrating span of control across ACCGov Departments



Within the 25 departments reporting to the Manager's Office, structural models differ. Some have assistant directors and specialized coordinators, while others are split into sections that create additional vertical layers. This variation creates differences in the levels of separation between leadership and staff that can impact performance reviews, budgeting, and organizational alignment. Although structural flexibility allows for departmental variation, the lack of standard guidelines makes it difficult to justify staffing requests, budget revisions, and resource assignments. Reference models, like office assignment space allocation standards, show how consistent criteria can assist in making uniform decisions.

Staffing alignment entails several elements, such as supervisory relationships, evaluation systems, pay grades, job classifications, funding sources, and cost center designations. Legal and professional standards can impact the creation or revision of divisions. In the absence of formal policies on span of control or structural change, inconsistent departmental practices can influence strategic planning and service delivery. ACCGov departments of comparable staffing sizes frequently vary in internal structure, suggesting the absence of common criteria for divisional structure. The existing framework for providing funding for new positions through the budget process permits recommendations by both the Manager's Office and the mayor. Ultimate approval of funding, though, is the prerogative of the commission. Budget reports reveal a common scenario whereby departments request new positions over several years prior to gaining approval for either one position or a fraction of the staffing requested. This contributes to a lag in responding to workload pressures and can affect departmental ability to deliver service expectations.

Departmental functions—whether internal or external facing—impact staffing patterns, particularly in relation to pay grade distribution and customer service responsibilities. The reestablishment of assistant director positions over the past decade reflects a shift toward distributed leadership and succession planning. However, no formal procedures have been identified to guide structural changes, including the creation, elimination, or realignment of divisions. As organizational needs continue to develop, especially in relation to public engagement and operational logistics, structural alignment remains a key consideration in evaluating departmental effectiveness.

Budget & Staff: Points of Interest

- Service Alignment: Departmental structure should reflect the nature of services provided, as seen in cost centers, supervision models, and staffing levels.

- Staffing Variability: Internal- vs. external-facing departments differ in staffing distribution across pay grades due to the contrast between customer-facing roles and administrative functions.
- Leadership Trends: Assistant director roles have been widely reinstated over the past decade to support shared leadership and succession planning.
- Structural Inconsistencies: Departments of similar staff size show significant variation in division count and staff per division.
- Lack of Formal Guidance: No standardized policies exist for span of control, or for the creation, elimination, or realignment of divisions.
- Impact of Staffing Alignment: Structural decisions influence pay grades, job descriptions, supervision, evaluations, and funding sources.

Organizational Composition

Within ACCGov, the FY26 budget classifies departments into three distinct groups: Legislative, Elected & Constitutional, and Manager. This audit aims to examine how the departments and divisions operating under the Manager's Office are currently structured. The Manager Group consists of 25 departments— not including the Manager's Office itself, the Cooperative Extension Office, and the Tax Assessor—and encompasses a total of 1,441 full-time employees and approximately 38 Boards, Authorities and Commissions (BACs), according to the FY26 budget. This figure does not account for approximately 470 seasonal employees and 316 part-time employees as of FY25, who contribute to departmental operations throughout the year, nor does it include the 13 full-time employees in the Legislative Group or the 367 full-time employees in the Elected & Constitutional Group, as referenced in the annual budget document. While reviewing the Manager Group, OA staff categorized departments into three tiers based on the number of full-time positions:

- Small (1–9 positions)
- Mid-sized (10–49 positions)
- Large (50 or more positions)

To analyze compensation across departments, OA staff applied a tiered paygrade framework based on the FY26 Pay Plans. This structure groups pay grades into three tiers: Tier 1 (grades 106–115) reflects entry-level and frontline roles; Tier 2 (grades 116–125) includes mid-level positions with technical or supervisory responsibilities; and Tier 3 (grades 126–135) represents senior leadership and specialized administrative roles. These tiers provide a consistent lens for comparing organizational structures and compensation patterns across departments of varying sizes. Paygrade patterns vary notably across department sizes. Small departments generally exhibit representation within the 106–115 and 116–125 bands, with limited presence in the highest tier. Their lean organizational models and specialized service delivery often result in fewer high-level roles. Mid-sized departments show a stronger concentration in the 116–125 range, reflecting a blend of technical expertise and managerial oversight. Large departments, by contrast, are predominantly staffed within the 106–115 band due to their extensive field and support personnel. Leadership and specialized administrative roles in these departments occupy higher paygrades, but the overall structure emphasizes broad service delivery over hierarchical complexity.

Figure 10: Departments Categorized by Size and Leadership Structure

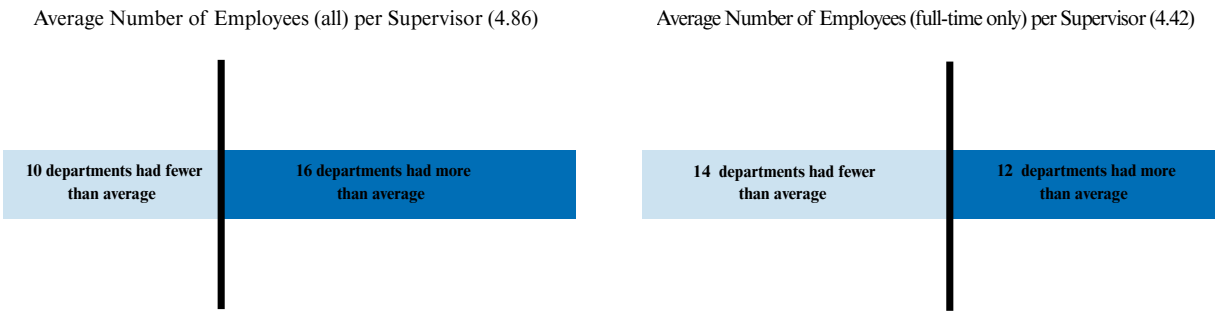
Small (1-9 positions)	
Departments	**Leadership Structure**
Organizational Development, Sustainability, Capital Projects, Communications, Economic Development, People & Belonging, Elections	Director
Airport, Budget & Strategic Analysis	Director + Assistant Director
Mid - Sized (10-49 positions)	
Animal Services	Director
Planning	Director + Assistant Director
Information Technology	Director + 2 Assistant Directors
Building Inspection	Director + 2 Administrators
Corrections	Director + Assistant Director + Superintendent
Finance	Director + Assistant Director + 3 Administrators
Housing & Community Development, Human Resources	Director + Assistant Director + 4 Administrators
Large (50 or more positions)	
Transit	1 Director + 1 Assistant Director + 2 Administrators
Leisure Services	Director + Assistant Director + 3 Administrators
Solid Waste	Director + 4 Administrators
Central Services	Director + Assistant Director + 4 Administrators
Transportation & Public Works	Director + Assistant Director + 2 Administrators + 1 Superintendent + 1 Engineer
Police	1 Chief + 3 Deputy Chiefs + 6 Division Captains + 2 Administrators
Fire	1 Chief + 1 Deputy Chief + Division Chief + 8 Battalion Chiefs
Public Utilities	Director + 2 Assistant Directors + 3 Administrators + 4 Superintendents + 1 Engineer

Supervisor-to-Staff Ratios

Taking into account various methodologies—such as span of control—that can be applied to an organization's structure, OA staff quantified the supervisor-to-staff ratios for each ACCGov department within the Manager Group, excluding the Cooperative Extension Office and the Tax Assessor. Utilizing the FY26 organizational charts (see Appendix), two percentages were calculated: the total department staff overseen by each identified supervisor, to include various part-time (temporary, seasonal, interns, etc.) positions; and a separate marker based solely on full-time staff and supervisors. When comparing between the two average percentages, it was not surprising that the total department staff ratio was higher than full-time staffing alone, given the increase in part-time positions needing to be overseen.

The point of this exercise is to provide a basis from which management can further determine the optimal range for span of control across ACCGov departments, especially in consideration of the layers that existing amongst pay grade tiers, which generally correspond to increasing levels of responsibility. Essentially, this can assist in examining the number of positions within each compensation classification as they correlate to the average percentage of supervisor-to-staff ratio for that particular department, and whether an imbalance exists. (*For a specific breakdown of departments, please see appendix A.)*

Figure 11: The average number of employees reporting to each supervisor varied among departments (Total Employees and Full-Time only)



Boards, Authorities & Commissions

There are approximately 40 boards, authorities, and commissions (BACs) operated by the departments, offices, and courts associated with ACCGov. Of these, around 35 fall within the purview of departments in the Manager Group. For the purposes of this analysis, these figures only include BACs for which staff serve as the liaison and facilitator for each meeting, and handle inquiries regarding their work. They do not include BACs for which department administration is simply a member who regularly attends meetings.

There is no standard number of members on each BAC, even among those with similar responsibilities. For example, the Tax Allocation District (TAD) Advisory Committees have no set membership size, with numbers ranging from five to eight. The primary method of appointment for BACs are either by the mayor alone or by the mayor and commission, following a review of applications submitted by Athens-Clarke County residents.

Boards, Authorities, and Commissions (BACs): Points of Interest

- OA staff observed that departments responsible for three or more BACs were often smaller in size, typically with fewer than nine staff members. While a few positions within ACCGov exist solely to serve as the liaison to a BAC, in most cases, staff members take on that role in addition to their regular job duties.

Comprehensive Organizational Chart - 2025

Coroner
(0) FT*
FY26 Budget: $167,400

Clerk of Courts
(22) FT
FY26 Budget: $1,787,200
Board of Equalization (13)

District Attorney
(24) FT
FY26 Budget: $2,361,500

Mayor & Commission
(3) FT
FY26 Budget: $950,300

Sheriff
(195) FT
FY26 Budget: $23,538,600

Solicitor General
(20) FT
FY26 Budget: $1,807,800

Tax Commissioner
(19) FT
FY26 Budget: $1,706,900

Cooperative Extension
(1) FT**
FY26 Budget: $301,900

Attorney
(6) FT
FY26 Budget: $1,069,100

Manager's Office
(5) FT
FY26 Budget: $1,499,600
Right of Way Use Committee (3)
Legislative Review Committee (5)
Arena District Steering Committee (7)
Government Operations Committee (5)

Municipal Court
(11) FT
FY26 Budget: $832,500

Operational Analysis
(4) FT
FY26 Budget: $448,900
Audit Committee (5)
Overview Commission (21)
Public Safety Civilian Oversight Board (15)

Tax Assessor
(15) FT
FY26 Budget: $1,424,600
Board of Assessors (3)

Airport
(9) FT
FY26 Budget: $3,916,600
Airport Authority (6)

Animal Services
(16) FT
FY26 Budget: $1,677,600

Economic Development
(6) FT
FY26 Budget: $930,500
TAD Advisory Committee - 6 total Committees, 46 members
JDA of ACCGov & Winterville (7)

Elections
(6) FT
FY26 Budget: $1,601,600
Board of Elections (5)

Organizational Development
4 FT
FY26 Budget: $536,300

People & Belonging
(6) FT
FY26 Budget: $798,400
Human Relations Commission (9)
Athens Justice & Memory Project (8)

Budget & Strategic Analysis
(9) FT
FY26 Budget: $1,102,600

Building Permits & Inspections
(26) FT
FY26 Budget: $3,106,100
Construction Board of Appeals (5)

Fire
(202) FT
FY26 Budget: $21,260,700

Finance
(25) FT
FY26 Budget: $2,775,500

Planning & Zoning
(19) FT
FY26 Budget: $1,735,500
Hearings Board (7)
Planning Commission (10)
Historic Preservation Commission (7)

Police
(321) FT
FY26 Budget: $37,636,300
Safety & Justice Committee (13)

Capital Projects
(5) FT
FY26 Budget: $109,800
SPLOST 2011 Oversight Committee (11)
SPLOST 2020 Oversight Committee (10)
TSPLOST 2023 Oversight Committee (9)
TSPLOST 2026 Advisory Committee (16)

Central Services
(102) FT
FY26 Budget: $18,965,500
Community Tree Council (15)

Housing & Community Development
(17) FT
FY26 Budget: $5,790,700
Vision Committee (10)
Landbank Authority (5)
Affordable Housing Advisory Committee (25)

Human Resources
(26) FT
FY26 Budget: $4,299,300
Pension Board (10)
Deferred Compensation Board (10)

Public Utilities
(204) FT
FY26 Budget: $29,913,700

Solid Waste
(73) FT
FY26 Budget: $10,374,400
Solid Waste Advisory Committee (12)
Keep Athens-Clarke County Beautiful (20)

Communications
(5) FT
FY26 Budget: $802,400

Corrections
(48) FT
FY26 Budget: $4,992,500

Information Technology
(25) FT
FY26 Budget: $5,511,200

Leisure Services
(76) FT
FY26 Budget: $10,847,200
Athens Cultural Affairs Commission (11)
Oconee Rivers Greenway Commission (25)
Athens Music Walk of Fame Committee (6)

Sustainability
(4) FT
FY26 Budget: $772,300

Transit
(85) FT
FY26 Budget: $8,141,800

Transportation & Public Works
(98) FT
FY26 Budget: $11,236,000
Athens in Motion Commission (9)

Juvenile Court
(5) FT
FY26 Budget: $908,400

Magistrate Court
(12) FT
FY26 Budget: $1,125,000

Probate Court
(7) FT
FY26 Budget: $880,800

State Court
(6) FT
FY26 Budget: $1,019,100

Superior Court
(42) FT
FY26 Budget: $5,151,200

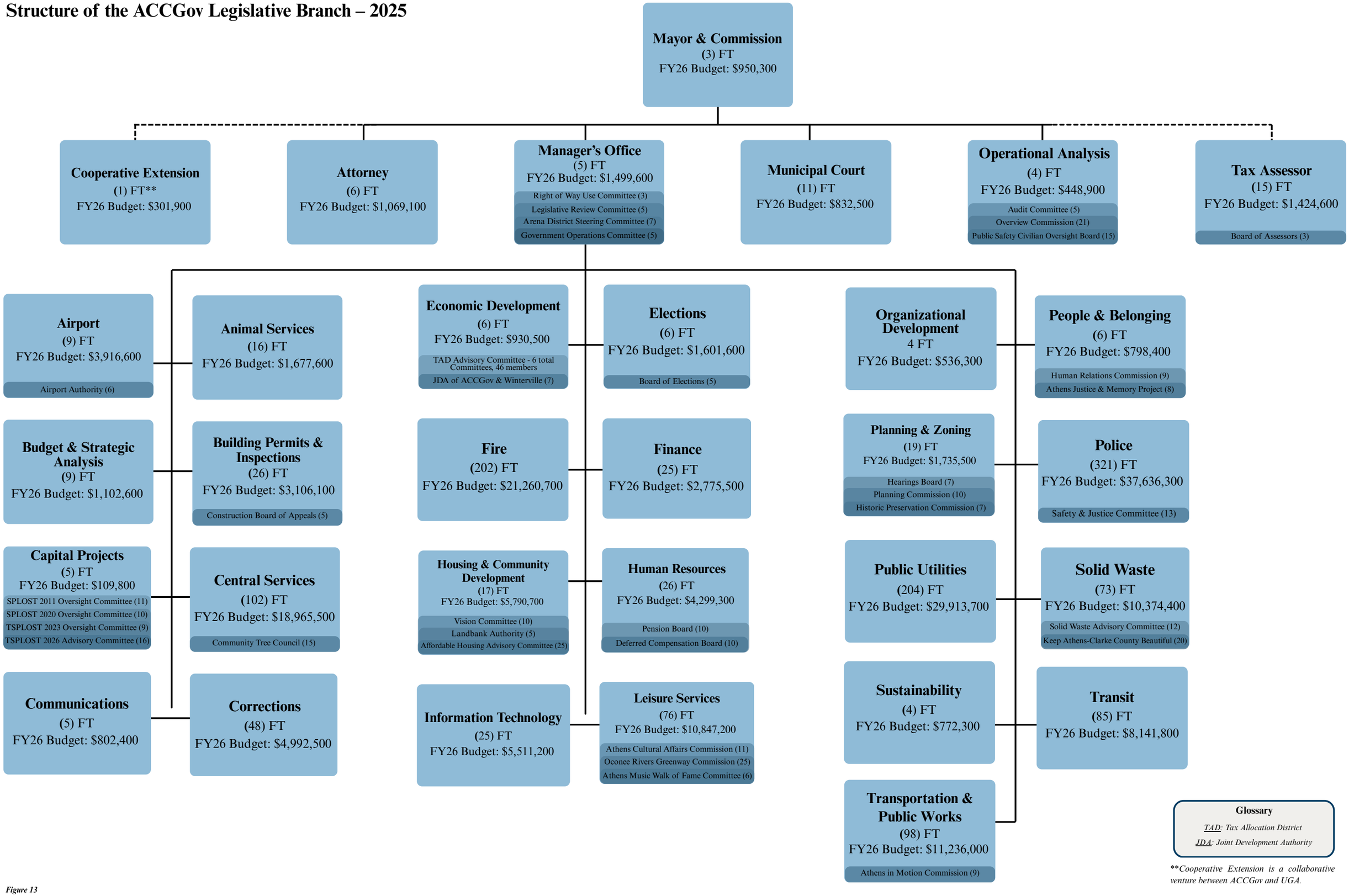
Legend
Position is elected
Position is appointed

Glossary
TAD: Tax Allocation District
JDA: Joint Development Authority

**The county Coroner is not a full time ACCGov employee*
***Cooperative Extension is a collaborative venture between ACCGov and UGA.*

Figure 12

Structure of the ACCGov Legislative Branch – 2025



***Cooperative Extension is a collaborative venture between ACCGov and UGA.*

Figure 13

Structure of the Executive and Judicial Branches – 2025

Figure 14

Executive Assistant
Manager's Office

County Manager
Manager's Office
- Right of Way Use Committee (3)
- Legislative Review Committee (5)
- Arena District Steering Committee (7)
- Government Operations Committee (5)

Finance

Police
- Safety & Justice Committee (13)

Fire

Public Utilities

Clerk of Courts
- Board of Equalization (13)

Municipal Court

Coroner

State Court

District Attorney

Probate Court

Sheriff

Magistrate Court

Solicitor General

Superior Court

Tax Commissioner

Juvenile Court

Assistant Manager
Manager's Office

Airport
- Airport Authority (6)

Leisure Services
- Oconee Rivers Greenway Commission (25)
- Athens Cultural Affairs Commission (11)
- Athens Music Walk of Fame Committee (6)

Building Permits & Inspections
- Construction Board of Appeals (5)

Organizational Development

Corrections

People & Belonging
- Human Relations Commission (9)
- Athens Justice & Memory Project (8)

Economic Development
- TAD* Advisory Committee - 6 total Committees, 46 members
- JDA of ACCGov & Winterville (7)

Planning & Zoning
- Hearings Board (7)
- Planning Commission (10)
- Historic Preservation Commission (7)

Human Resources
- Deferred Compensation Board (10)
- Pension Board (10)

Sustainability

Chief of Staff
Manager's Office

Animal Services

Budget & Strategic Analysis

Communications

Cooperative Extension

Solid Waste
- Keep Athens-Clarke County Beautiful (20)
- Solid Waste Advisory Committee (12)

Tax Assessor
- Board of Assessors (3)

Assistant Manager
Manager's Office

Capital Projects
- SPLOST 2011 Oversight Committee (11)
- SPLOST 2020 Oversight Committee (10)
- TSPLOST 2023 Oversight Committee (9)
- TSPLOST 2026 Advisory Committee (16)

Information Technology

Central Services
- Community Tree Council (15)

Transit

Elections
- Board of Elections (5)

Transportation & Public Works
- Athens in Motion Commission (9)

Housing & Community Development
- Vision Committee (10)
- Landbank Authority (5)
- Affordable Housing Advisory Committee (25)

Glossary

TAD: Tax Allocation District

JDA: Joint Development Authority

Legend
- *Position is appointed*
- *Position is elected*
- *1-9 positions*
- *10 - 49 positions*
- *50 or more positions*

In-State Comparisons

Athens-Clarke County (ACC), with a consolidated government structure serving a population of approximately 129,000 residents—including 40,000 students at the University of Georgia—is both the most populous among its neighboring counties and the smallest in geographic size at 122 square miles. Despite its compact area, ACC plays a prominent role in Northeast Georgia's civic and institutional landscape. To better understand how counties and municipalities structure governance and deliver services, this examines adjacent counties such as Barrow, and Jackson; incorporates peer-institution comparisons with Bulloch County and Gwinnett County; and broadens the scope to include organizational systems in Savannah, Macon-Bibb, Columbus-Muscogee, Nashville-Davidson, Louisville-Jefferson, and Leon County, Florida.

Barrow County, with a population of about 93,000 and a larger area of 163 square miles, closely mirrors ACC demographically. Its organizational chart presents a centralized model led by a County Manager, who is supported by a Deputy County Manager and a Clerk of Commission. Nine departments report directly to the County Manager, among which Planning & Community Development and Public Works are further subdivided, although the structure of Public Works more closely resembles other departments in complexity. This streamlined managerial hierarchy suggests a focus on central oversight and administrative cohesion.

In contrast, Jackson County, though similar in population size at approximately 89,000, spans nearly three times the area of ACC at 343 square miles and includes seven municipalities. Its government is headed by both a County Manager and an Assistant County Manager, with responsibilities divided accordingly. The Assistant Manager oversees five departments and five additional governmental entities, while the County Manager supervises fifteen departments along with the county's transit service, a subdivision of Public Works. In total, five boards and authorities fall under the jurisdiction of the Board of Commissioners, while the judicial branch includes nine departments. This layered approach reflects an emphasis on both centralized administration and functional specialization within a sprawling jurisdiction.

Bulloch County was selected for this study due to its demographic parallel with ACC in terms of the university presence. Georgia Southern University's Statesboro campus enrolls over 17,000 students, composing about 17% of Bulloch's total population of 81,000—closely reflecting ACC's ratio of students to residents. Despite its expansive 700 square miles, Bulloch's organizational structure remains relatively streamlined, with seven divisions reporting to the Board of Commissioners. The county also features 13 Advisory Boards, seven Judicial Offices, and three elected positions. This model combines centralized oversight with advisory input, highlighting a balance between institutional responsiveness and accountability.

The City of Savannah, selected as a municipal comparison, is similarly sized to ACC with just over 78 square miles of land and a population of approximately 150,000. Governed by a mayor-council system, the structure includes a City Manager, City Attorney, and Clerk of Council, all reporting directly to elected officials. The City Manager oversees a Chief of Staff and eight Chiefs, each responsible for key functional areas: Public Safety (Fire, Police), Governance (Information & Public Affairs, Operations),

Community Development (Community Services, Planning & Economic Development), and Public Works (Government Operations, Water Resources). While the Public Safety division lacks further administrative breakdowns on paper, the remaining six Chiefs manage a total of 35 departments, resulting in an extensive operational apparatus indicative of a large, diversified urban government.

Gwinnett County, encompassing 437 square miles in the northeastern metro Atlanta region, serves nearly one million residents across 17 municipalities—including the county seat of Lawrenceville and major cities such as Duluth, Norcross, and Peachtree Corners. Governed by a traditional county framework, it features a five-member Board of Commissioners composed of one full-time countywide Chairman and four district Commissioners. Executive leadership is provided by a County Administrator, who oversees a robust administrative apparatus of 15 departments spanning essential services like Police, Fire & Emergency Services, Planning & Development, Water Resources, and Parks & Recreation. The county's operational structure integrates both centralized oversight and independently elected constitutional officers—including the Sheriff, Tax Commissioner, and District Attorney—whose offices function autonomously from the Board. Gwinnett's governance model reflects institutional complexity shaped by scale and regional diversity, further compounded by intergovernmental relations with its 17 municipal governments, each led by locally elected officials. While not characterized by a large university presence, the county supports higher education through Gwinnett Technical College and Georgia Gwinnett College. In contrast to Athens-Clarke County's unified city-county government and smaller geographic footprint, Gwinnett's expansive jurisdiction and multi-municipal landscape underscore a more decentralized model of public administration.

Looking beyond regional peers, Macon-Bibb County, with 157,346 residents and a land area of 254.9 square miles, operates under a consolidated city-county "strong mayor" system. The mayor serves as the chief executive and collaborates with nine commissioners who form the legislative body. The county's 25 departments and array of external agencies are supported by a proposed FY26 budget of over $219 million. With three higher education institutions enrolling about 19,000 students, the county shares similarities with ACC in its student-driven service model. In addition, Macon-Bibb must also contend with significant socioeconomic challenges, including a poverty rate of 24.8% and a median household income of $50,747, both of which shape budgetary priorities and service delivery strategies.

Columbus-Muscogee County, Georgia's first city-county consolidated government, spans 221 square miles with a population of 205,000 and operates under a mayor-council structure. Its proposed FY26 budget totals nearly $392 million—up 6.99% from the previous year—and includes $207 million in General Fund revenue. The county is home to Fort Benning Army Base with 120,000 soldiers and associated population, as well as Columbus State University, serving around 8,000 students who contribute to both the economy and civic life. Governed by a mayor as chief executive and a ten-member city council as the legislative body, Columbus-Muscogee represents a matured example of city-county consolidation on a larger scale than ACC.

COMPARATIVES

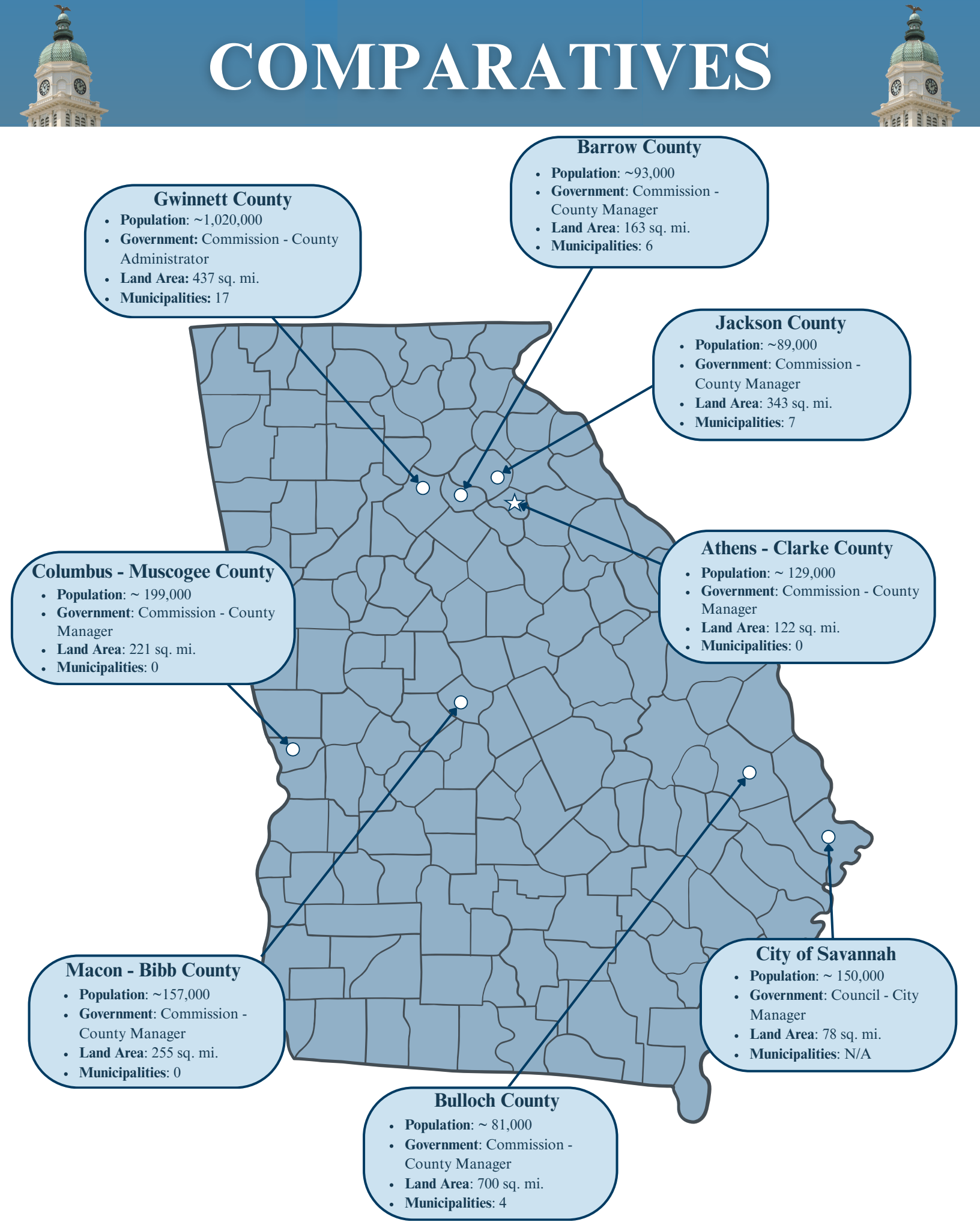


Figure 15: Similar, In-State Jurisdictions

Out-of-State Comparisons

Nashville-Davidson County, Tennessee operates under a consolidated metropolitan government serving over 715,000 residents across 475.9 square miles. The administration is led by a mayor and a 40-member Metropolitan Council, overseeing more than 50 departments and agencies responsible for services including public health, transportation, water, and information technology. Vanderbilt University and other higher education institutions contribute approximately 100,000 students to the local population, reinforcing the county's role as an academic and research hub. With a median household income of $75,664 and a poverty rate of 14.13%. The Fiscal Year 2026 operating budget totals approximately $3.8 billion, with major allocations directed toward education (36.39%), public safety and justice (21.07%), and general government operations (11.5%). Revenue is primarily generated through property taxes (57.04%) and local sales taxes (19.41%), supporting initiatives in transit, school safety, health services, and affordable housing.

Louisville-Jefferson County, Kentucky operates under a consolidated city-county government model, serving approximately 631,890 residents across 398 square miles. The administration is led by a mayor and a 26-member Metro Council, overseeing around 30 departments responsible for services such as Public Works, Economic Development, Health and Wellness, and Public Safety. The University of Louisville and other local colleges contribute approximately 40,000 students to the overall population. With a median household income of $64,731 and a poverty rate of 13.5%. For Fiscal Year 2026, Louisville Metro adopted a $1.2 billion operating budget—an 8% increase over the previous year—driven by higher-than-expected tax revenues and a $50 million surplus. Key investments include expanded funding for parks, first responders, affordable housing, and homelessness services, alongside a $25 million increase to the Louisville Metro Police Department's budget.

Leon County, Florida, which includes the state capital of Tallahassee, operates under a commission-administrator model serving 292,198 residents across 668.4 square miles. A seven-member Board of County Commissioners sets policy direction, while a County Administrator manages daily operations across approximately 20 departments, including Emergency Services, Sustainability, and Community and Media Relations. The county's population is significantly shaped by its academic institutions—Florida State University, Florida A&M University, and Tallahassee Community College—which collectively enroll over 64,000 students. Despite its institutional strengths, Leon County faces fiscal constraints, with a median household income of $65,074 and a poverty rate of 20.4%. For Fiscal Year 2026, the county adopted a $400 million budget, supported by a 7.8% increase in taxable property values without raising the millage rate. Key allocations include expanded funding for affordable housing initiatives, infrastructure projects, and a fourth consecutive 5% across-the-board pay raise for county employees.

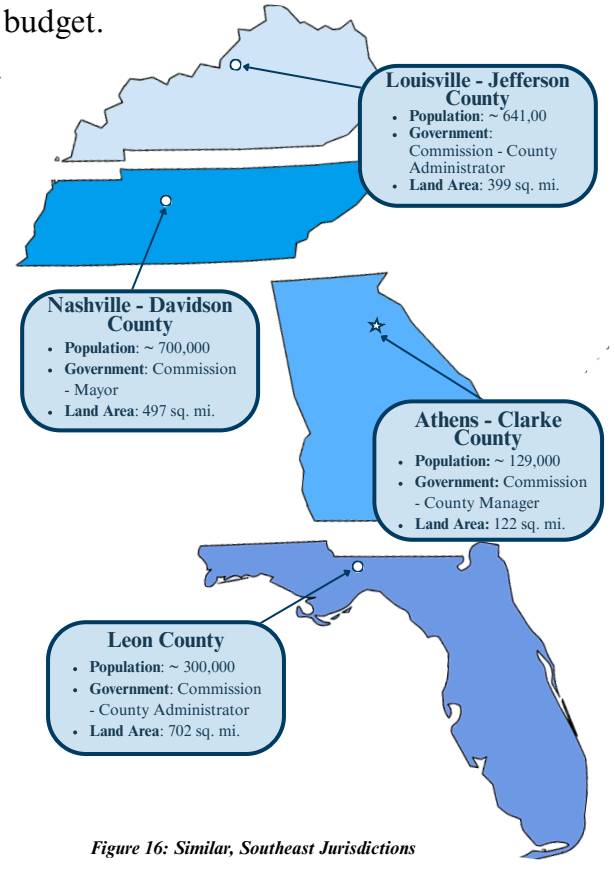


Figure 16: Similar, Southeast Jurisdictions

Overall Points of Interest

During the course of this audit, the theme that emerged is that ACCGov is highly centralized in some respects, hybridized in some, and completely decentralized in others. While the scope and time constraints of this audit do not permit investigation of all processes which are currently decentralized, the following is a partial list of services, processes, tasks and resources found to be decentralized which may warrant further analysis to evaluate the cost-effectiveness of centralizing and standardizing across ACCGov, should that be the format ultimately be pursued by management.

- Accounts receivable (i.e., payments of bills, taxes and fees by the general public)
- Audio-visual equipment, setup, maintenance and technical help
- Branding
- Community education
- Community engagement
- Community (private & non-profit) partnerships
- Customer service
- Employee recognition
- Event management
- General administrative and clerical tasks (Munis, Payroll, etc.)
- Strategic and other long-term planning
- Security
- Software licensing
- Training (e.g. general onboarding, position-specific, continuous improvement)
- Translation services

Data Collection, Accessibility & Transparency

The unification of the City of Athens and Clarke County occurred almost simultaneously with the beginning of the transition to the digital age. It is evident that the merger of the two separate administrative systems, along with changes brought about by moving to digital platforms, has created significant inconsistencies in data collection and storage. Furthermore, migrating to, and training staff on, different digital platforms has been a significant task for all departments and the organization as a whole over the past three decades. The continual evolution of digital platforms, and the limitations of ACCGov's data handling processes has impacted the development of this report due to significant time and effort used in reconciling data points from various internal sources.

The Organizational Development Department (OD) is currently tasked with the compilation of organizational (org) charts. This annual process entails each department submitting its updated org chart, with the director's signature, to OD, which then compiles the charts, proofreads for spelling and grammar, and sends to the Manager's Office for signature. Once signed by the manager, the updated charts are posted on the OD webpage and the TakeAim LMS platform. It is unclear as to whether there is a specific date annually on which the updated charts should be posted. Operational Analysis staff obtained copies of the most current org charts from OD and compared them with a report of approved positions obtained from Human Resources (HR). In 13 departments' org charts, data did not align with the HR report.

Beyond the org charts themselves, OA staff found other inconsistencies among data sets including the Finance Department's Annual Budget publications, the ACCGov website managed by the Communications Department, Munis reports generated by HR, and information requested from the departments themselves. Among these sources, there were differences in department naming, employee title descriptions, number of employees, and administrative reporting structure. It appears likely that these inconsistencies are a result of the hybrid

centralized/decentralized manner in which ACCGov generally operates. While OD is tasked to be the central clearinghouse for updating the org charts annually, there is not an established process for assuring the content submitted by the departments on the org charts they create/update is aligned with the HR and other records. It can be inferred that a lack of definitive data sets, as well as the absence of ownership of related processes, create significant indirect costs to the organization through errors and inefficiency. The lack of defined process also likely stems from the fact that there is not a defined purpose for exercise. That is, are the org charts currently compiled by OD primarily meant to be for internal or external use, and specifically for what audience? The need of the Manager's Office to understand the structure of each individual department can be different from the needs of the legislative body, the media, or the general public. All of these users would be viewing the charts in a capacity different from how internal users, especially the departments themselves, might be using the charts. This speaks also to the current absence of visual consistency among the charts, as well as pertinent information which is not included, such as the physical locations of departments and divisions (which can be particularly useful in the case of departments spread among several locations/facilities.) Research indicates that the Performance Pro employee evaluation platform and Munis are both capable of creating org charts which may fulfill some of these needs.

While the current system of allowing departments to handle the creation of their own org charts creates certain efficiencies due to departmental staff's familiarity with their own structure, this decentralized structure lacks consistency, thoroughness and purpose.

Budget Development Timeline & Organizational Impact

ACCGov has an annual budget cycle, with the fiscal year running from July 1-June 30. "Budget Season" commences in October and is technically complete with the adoption of the budget by commission vote, usually in June. However, much housekeeping must be done well into the new fiscal year to finalize the adopted budget, making the cycles nearly a year-round process. (While outside the scope of this audit, there are many examples of, and literature regarding jurisdictions which run on a biennial budget cycle, although an annual cycle is currently required by the state of Georgia.)

The current budget preparation structure requires that the Manager's Office conduct meetings with the 25 offices which report administratively to that office. There are then an additional 15 meetings held jointly with the Manager's Office and Mayor's Office in order to review the budget requests of the constitutional, legislated and charter offices. The budgets of the Manager's and Mayor and Commission's Offices must also be considered. Therefore, more than 40 meetings are held annually requiring the highest levels of the Manager's Office, Budget and Strategic Analysis Department, Human Resources Department, and each of the individual departments and offices, as well as representatives of the mayor and commission in some cases. Although the direct (salaries) and indirect (time, resources) costs used in this meeting is proportional to the number of departments within the organization, this may be outweighed by the advantages of the annual opportunities to meet face-to-face in this formalized setting to evaluate budgetary priorities and concerns. However, management could consider the regular interaction that occurs with departments as a venue to provide understanding of present and proposed budget changes over the course of an extended outlook that aligns with the strategic plan duration and anticipated structural capacity of staff and services provided.

Alignment with Purpose, Mission & Strategic Plan

Since 1998, the budget document of ACCGov contains, on its first page, Athens-Clarke County Mission Statement, adopted by the mayor and commission on Nov. 4, 1997:

> *Athens-Clarke County, an open and responsive government, will facilitate a positive environment for individuals to obtain a high quality of life and local organizations to achieve success by providing innovative, high-quality services and responsible stewardship of the community's resources, to benefit current and future generations.*

CONCLUSION

Each department also includes within the budget document its own mission statement, with most departments also listing goals and objectives in various formats, as well as performance measures (statistics and metrics). Each department's staffing levels (prior and current year actual, requested level and approved level) are also included.

The above elements would seem to indicate that the organization's structure is continually monitored to assure maximum value is delivered in fulfilling the county's mission. This investigation, however, has noted gaps in the information presented and used to develop the budget. Without certain vital information connecting a department's mission, staffing and measurable results, a department's structure—and in fact the structure of the organization as a whole—can stray from its stated mission and ultimately become less effective in stewarding the resources with which it is entrusted. Some of the gaps noted in the budget development process are:

- There is an absence of demonstrable measures to assure alignment of departmental structure with its mission and budget request. That is, each department lists a mission statement, goals, objectives and performance measures, but there is no narrative or quantitative indicator of how the department's structure is built and funded to satisfy a clearly defined purpose.

- Part-time and contracted staff, and overtime expenditures, are not fully integrated and/or clarified within the budget process and documentation, leading to what can be a skewed analysis of a department's true staffing capacity. That is, while these numbers are submitted with other budget request materials, there does not seem to be a system or formula in place for translating these amounts into a measurement of impact on a department's core mission.

- Specific programs and responsibilities (temporary or permanent) assigned to, or removed from, a department since the last budgeting cycle which might alter its capacity to perform its core mission are not fully analyzed. While dollar amounts and explanations for new initiatives are included in the budget request process, and the "Budget Highlights" for each department give some insight into specific programs and responsibilities, there does not appear to be an established manner of establishing performance metrics, nor for assuring alignment with staffing levels and structure.

The Path Forward

There are immense complexities involved in creating an organizational structure which is efficient, effective and able to meet the demands placed on a local government in attaining the goals of its strategic plan. The one constant is change. However, the negative effects of adjusting to change can be turned into positives, so long as the need for re-assessment is built into the structure itself. ACCGov has, probably since its inception, relied heavily on position-specific, decentralized processes instead of adopting broader, centralized systems and prioritizing a modicum of standardization which has the potential to yield economy of scale. It is up to the executive and legislative leaders to decide if they have an appetite to explore and possibly adopt processes which are built into regular cycles of the government function. Such initiative could objectively prioritize and measure the effectiveness and efficiency of the processes and procedures, and in turn the organizational structure of ACCGov.

Appendix A

Department Organizational Charts

For Appendix A.1–A.47, OA staff obtained the most current organizational charts from the Organizational Development (OD) Department. These charts were originally submitted by each ACCGov department, office, or court prior to the adoption of the FY26 budget. OA staff verified the accuracy of the information and made revisions only when discrepancies were identified between the submitted materials and the publicly available FY26 budget. Minor edits were also made to select charts to enhance clarity. Each departmental organizational chart includes three key elements: the department's self-stated mission as presented in the FY26 budget, its approved FY26 budget allocation, and the percentage of that allocation dedicated to employee compensation.

To analyze compensation structures, OA staff applied a consistent framework across all departments reporting to the Manager's Office, with the exception of public safety. For these departments, OA staff identified pay grade tiers based on span of control and internal hierarchy, referencing the List of Authorized Positions from Human Resources, organizational charts from Organizational Development, and the FY26 Pay Plans of the Unified Government of Athens-Clarke County. Public safety departments—Fire, Police, and Corrections—were assessed separately due to their participation in the Public Safety Pay Plan and use of distinct classification systems.

To categorize compensation levels across departments, OA staff applied a tiered pay grade structure:

- Tier 1: Grades 106–115
- Tier 2: Grades 116–125
- Tier 3: Grades 126–135

These tiers generally reflect increasing levels of responsibility and seniority. In some departments, this structure aligns with step-based classifications (e.g., Planner I, II, III), though titles and progression may vary by role and department.

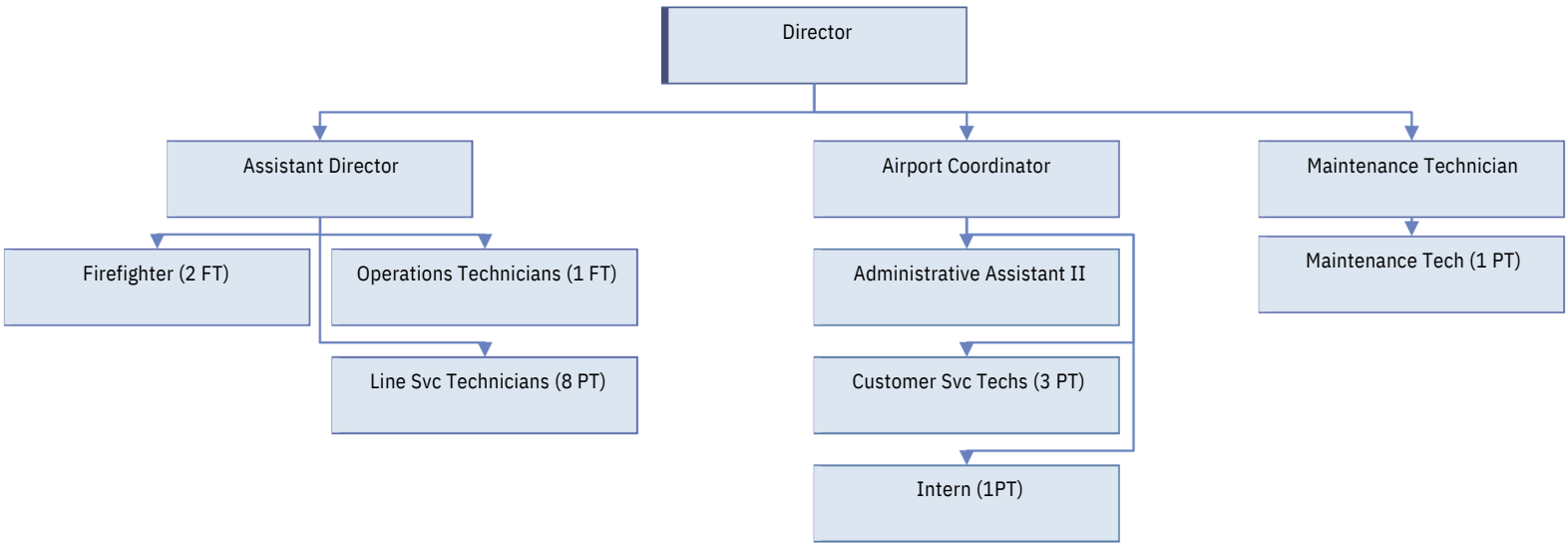
Public safety departments—specifically Fire, Police, and Corrections—use a parallel classification system to indicate career progression. While these classifications do not map directly to the Unified Government's numerical pay grades, they reflect similar tiers of responsibility and advancement. The table below illustrates this alignment:

Department	Tier 1	Tier 2	Tier 3
Fire	FD1A–FD3A	FD3F–FD5F	FD6A–FD8F
Police	PD1A–PD2B	PD2G–PD4A	PD4B–PD5H
Corrections	CR1A–CR2B	CR2C–CR4A	CR4B–CR5C

All three public safety departments participate in the Public Safety Pay Plan, which is tailored to operational roles and progression within those departments. However, select personnel—typically those in specialized, administrative, or support roles—may also fall under the Unified Pay Plan. This dual participation introduces complexity for payroll, benefits administration, and HR operations, as it requires coordination across two compensation systems with differing structures and advancement criteria.

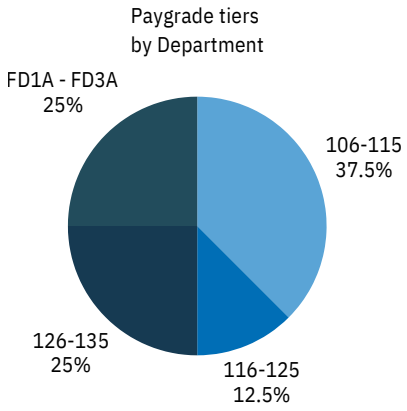
Appendix A.1

AIRPORT 2025



Mission : To promote a safe, consistent, and efficient aviation environment; provide quality aviation products and services; and serve as a catalyst in the creation and development of aviation related industry in Athens – Clarke County. The airport will strive for self-sufficiency through the development and implementation of competitive rates and fees.

FY26 Budget (Airport Fund): $3,916,600
Percent Compensation: 21.98% ($860,900)

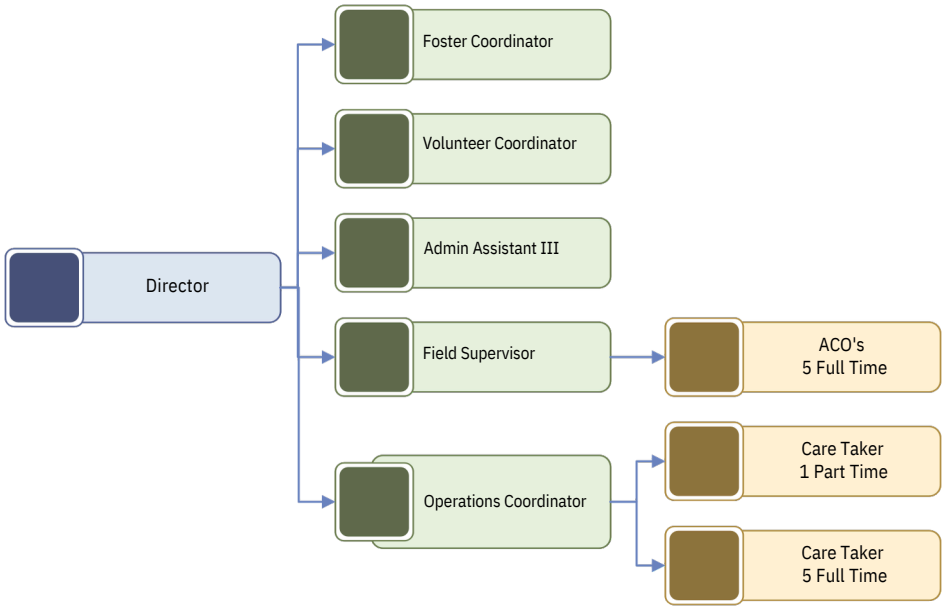


Total Authorized Positions

8 Full-time
12 Part-time
1 Intern

Appendix A.2

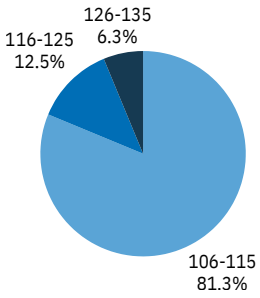
ANIMAL SERVICES
2025



Mission: We are Athens-Clarke County Animal Services, an open admission shelter and compassionate team of animal welfare professionals. Through our Adoption Center, we provide quality care and seek positive outcomes for all animals that come through our doors. Through our Field Services, we aim to protect community members and neglected animals by enforcing laws and educating the public. We are a resource for our community and work to keep people and their pets together where possible

FY26 Budget: $1,677.600
Percent Compensation: 64.55% ($1,083,000)

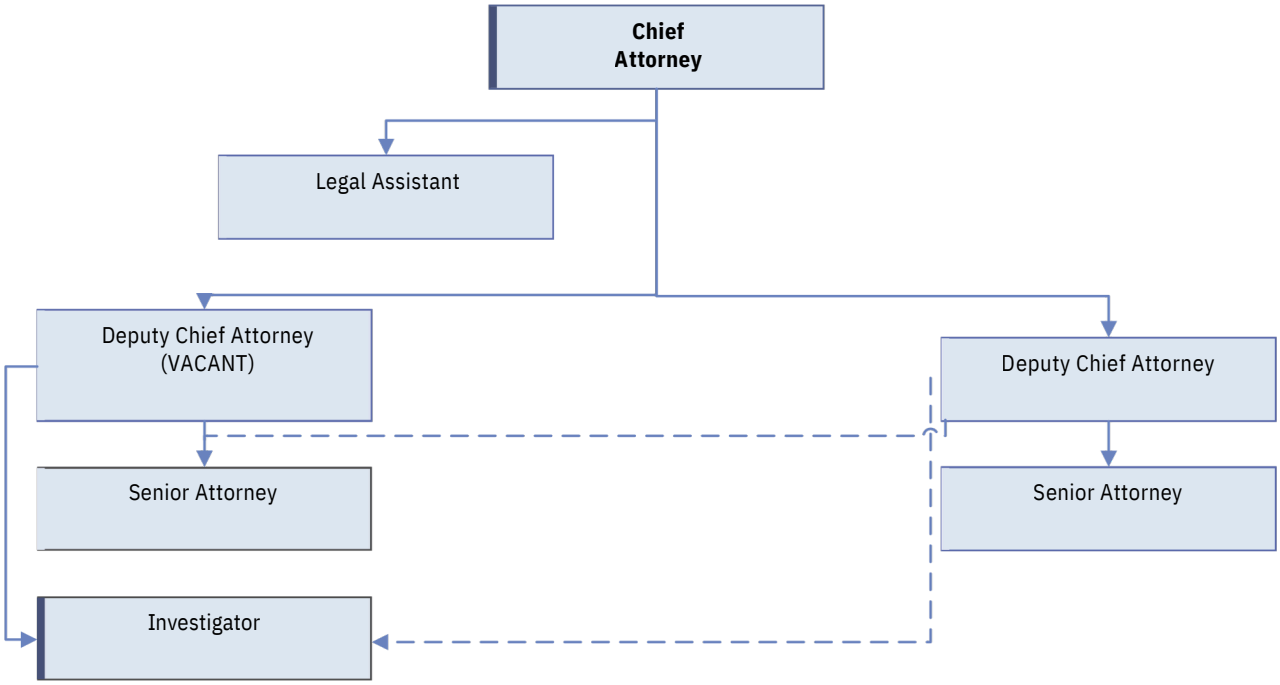
Paygrade tiers
by Department



Total Authorized Positions
16 full-time
1 part-time

Appendix A.3

ATTORNEY'S OFFICE 2025



Mission: The Athens-Clarke County Attorney's Office provides legal services to Unified Government of Athens-Clarke County through its representation, including the Mayor and Commission, the Manager, Constitutional Officers, and all other Departments and Divisions of the Athens-Clarke County Government. The Attorney's Office handles legal matters, including instituting and defending lawsuits except for lawsuits covered by liability insurance. The Office communicates with the Justice Department and other Federal and State agencies to keep the Athens-Clarke County government in compliance with Federal and State laws and regulations. The Attorney's Office researches and drafts proposed local legislation concerning Athens-Clarke County. In addition, the Office researches and drafts ordinances and resolutions to be considered for adoption by the Mayor and Commission. The office drafts or reviews all contracts and deeds to be executed or accepted by the government. A representative of the Attorney's Office attends all meetings of the Mayor and Commission, Planning Commission, Historic Preservation Commission, Hearings Board, and Board of Tax Assessors, as well as Commission work sessions and committee meetings.

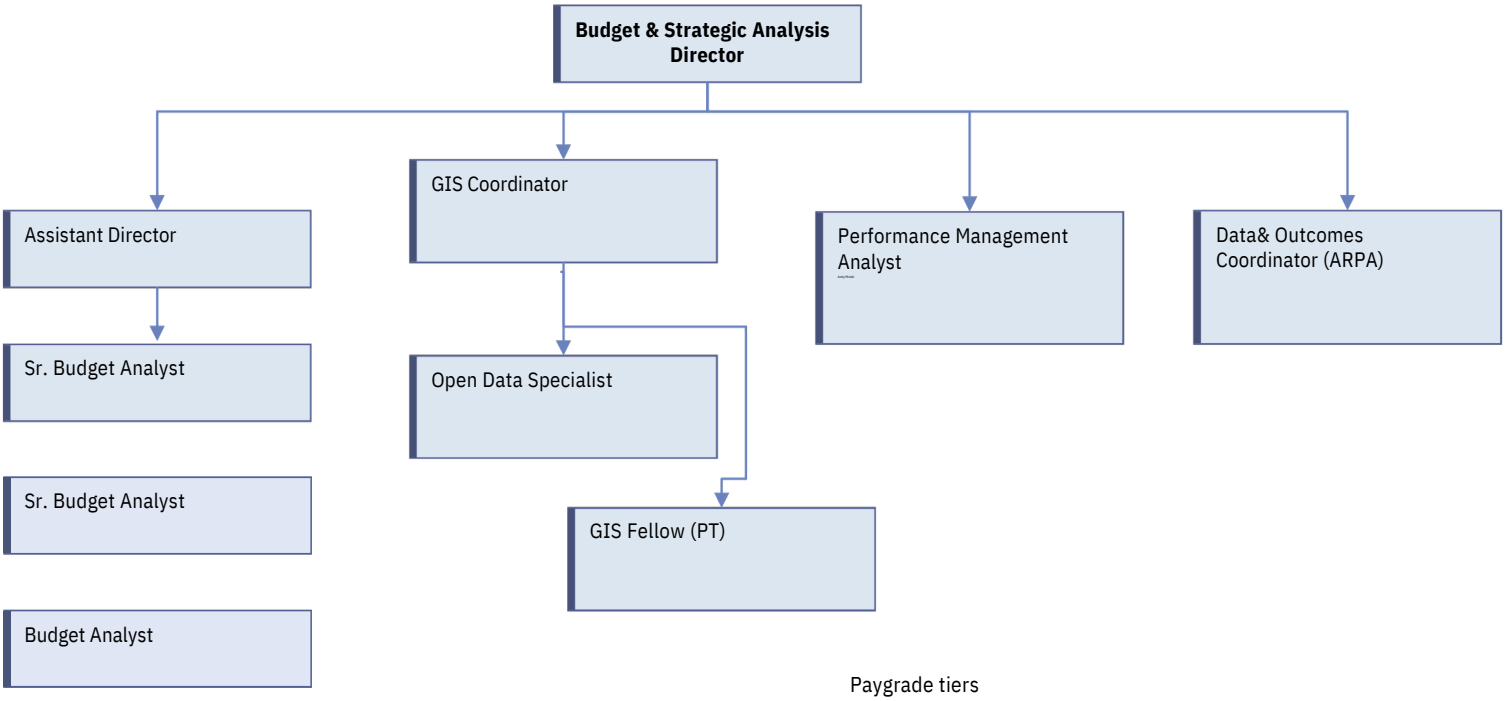
FY26 Budget: $1,069,100
Percent Compensation: 85.06% ($909,400)

Total Authorized Positions

6 Full-time
1 Part-time

Appendix A.4

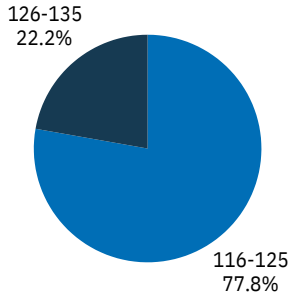
BUDGET & STRATEGIC ANALYSIS 2025



Mission: Coordinate the preparation and presentation of the annual Capital and Operating budgets, data analysis and governance, strategic planning and measurement of performance outcomes in a transparent and easy-to-understand format.

FY26 Budget: $1,102,600
Percent Compensation: 79.28% ($874,100)

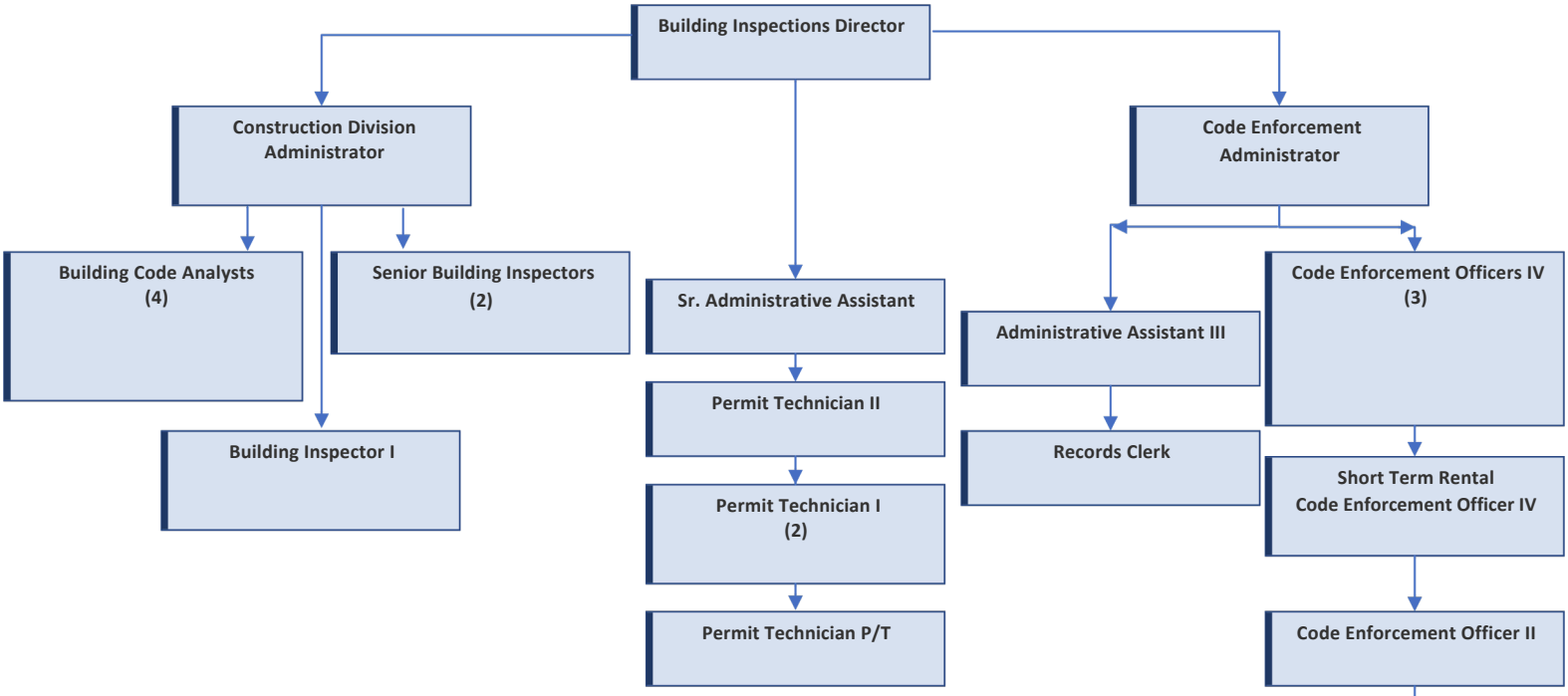
Paygrade tiers by Department



Total Authorized Positions
9 Full-time, 1 Part-time

Appendix A.5

BUILDING INSPECTION
2025

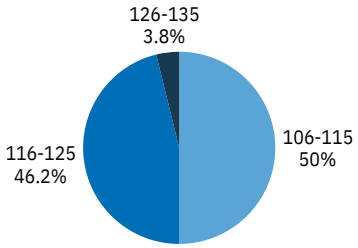


Mission: The Athens-Clarke County Building Permits and Inspection Department exists for the purpose of protecting the public's health, safety, and general welfare. We accomplish this by ensuring compliance with adopted codes that regulate structural strength, stability, sanitation, lighting, ventilation, fire safety, and other hazards associated with construction, alteration, removal, demolition, use, or occupancy of buildings, structures, or property.

FY26 Budget (Building Inspection, General, Affordable Housing, and Water & Sewer Funds): $3,171,100
Percent Compensation: 78.22% (2,480,400)

Capital Budget: $35,000

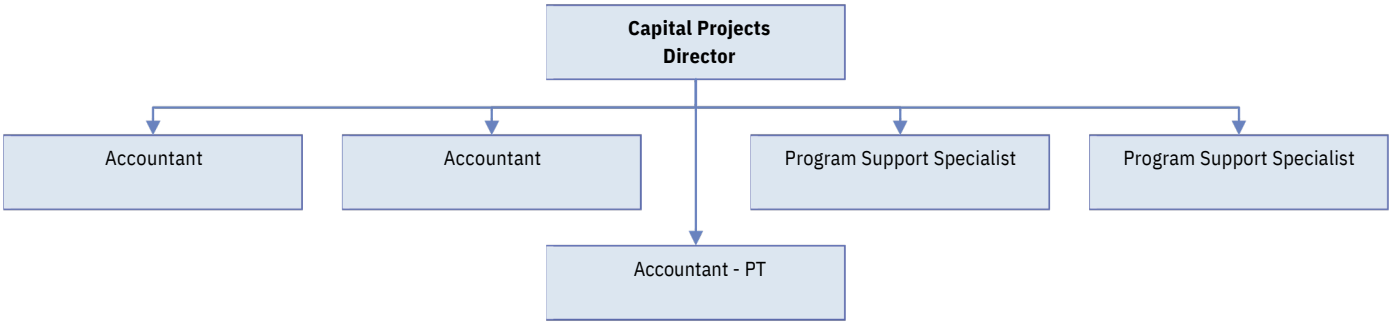
Paygrade tiers by Department



Total Authorized Positions
26 Full-time 1 Part-time

Appendix A.6

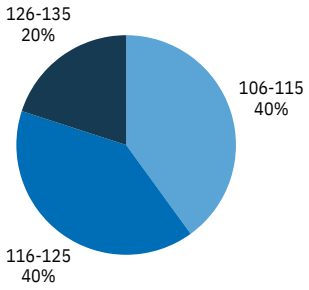
Capital Projects
2025



Mission: This department was established by the Mayor & Commission during the FY25 budget process. Departmental Mission & Goals and Performance Measures are being developed.

FY26 Compensation (based on active TSPLOST & SPLOST allocations): $313, 797.16

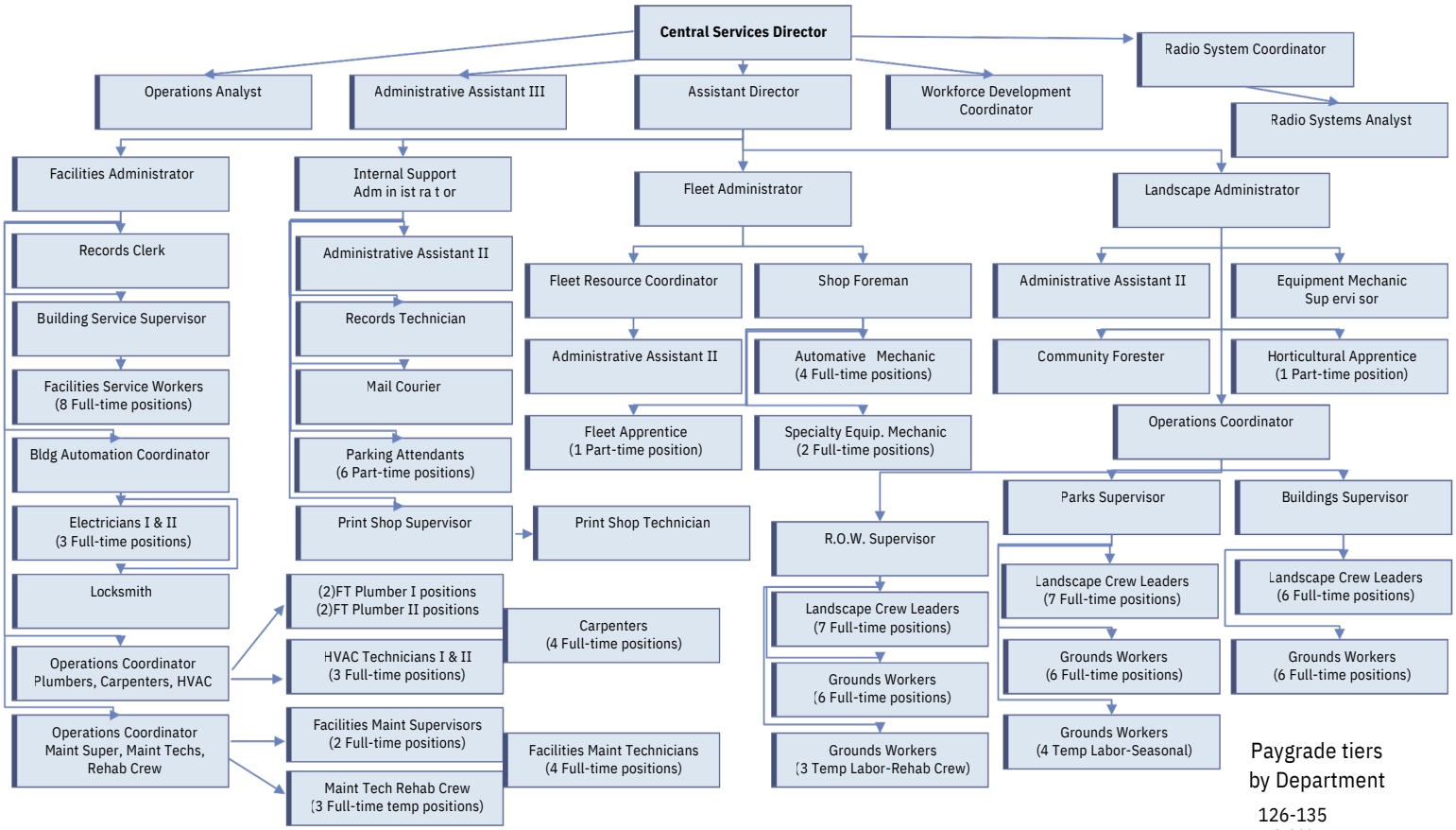
Paygrade tiers by Department



Total Authorized Positions
5 Full-time 1 Part-time

Appendix A.7

CENTRAL SERVICES 2025



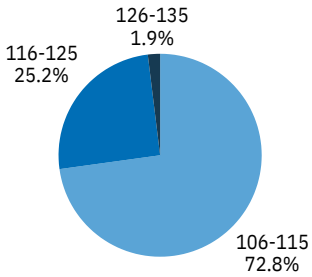
Mission: To provide our customers, both public and internal, with efficient and cost-effective high-quality services which meet or exceed their expectations and which promote the image of the Unified Government and the Athens-Clarke County community.

FY26 Budget (General, Hotel/Motel, Internal Support, and Fleet Management Funds): $19,291,900
Percent Compensation: 36.31% ($7,004,000)

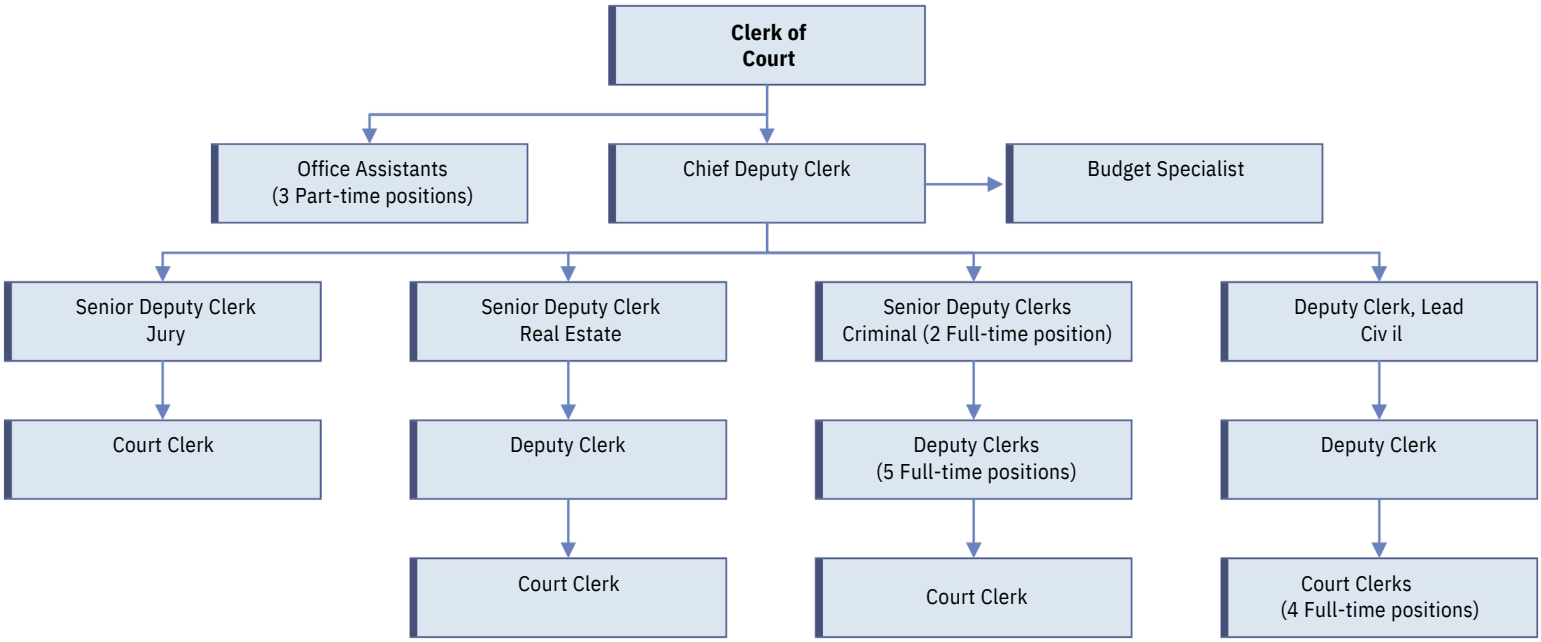
Capital Budgets (Fleet Management, Fleet Replacement, Hotel/Motel, Internal Support): $7,715,400

Total Authorized Positions
100 Full-time 8 Part-time 4 Seasonal + 3 Full-time temp

Paygrade tiers by Department



Appendix A.8
CLERK OF COURTS 2025



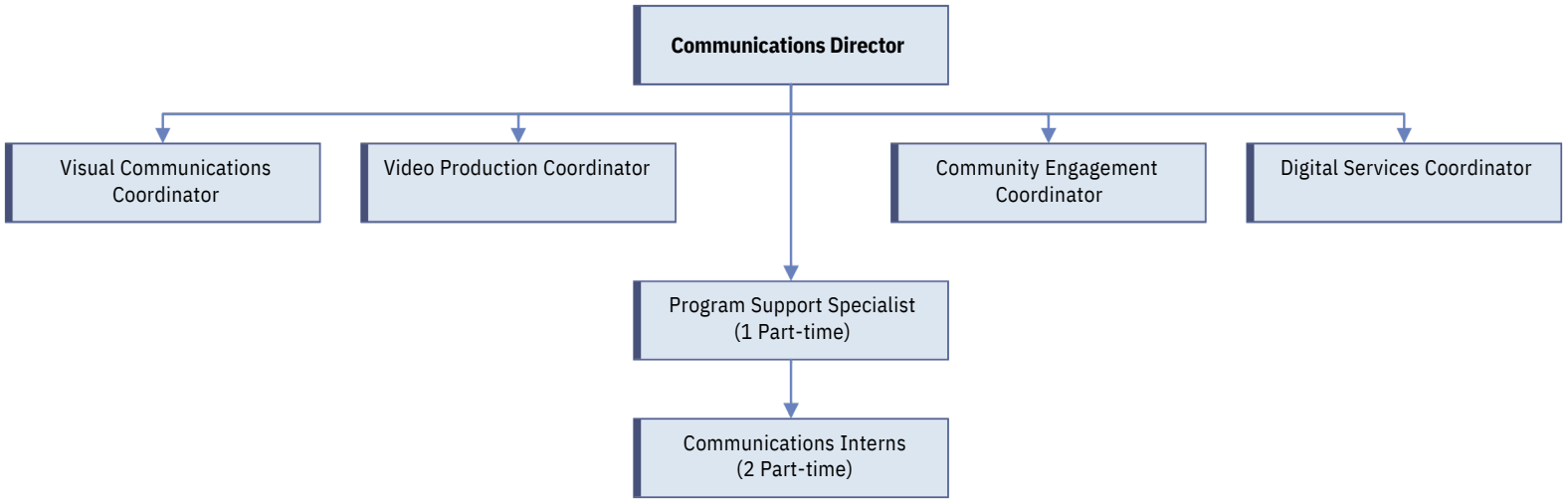
Mission: To effectively and efficiently file and record all proceedings, actions, orders and minutes and to perform all duties and functions mandated by law, of the Superior and State Courts of Athens-Clarke County and to protect and secure all records entrusted therein.

FY26 Budget: $1,787,200
Percent Compensation: 77.65% (1,397,000)

Total Authorized Positions
22 Full-time
3 Part-time

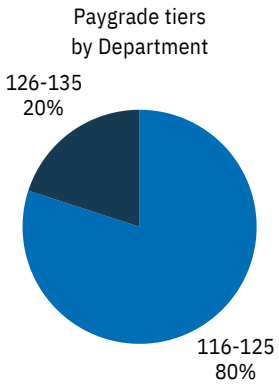
Appendix A.9

COMMUNICATIONS
2025



Mission: The Communications Office provides clear and open communications through a variety of outlets about the government's goals, activities, and services and coordinates and collaborates with other departments' communication staff.

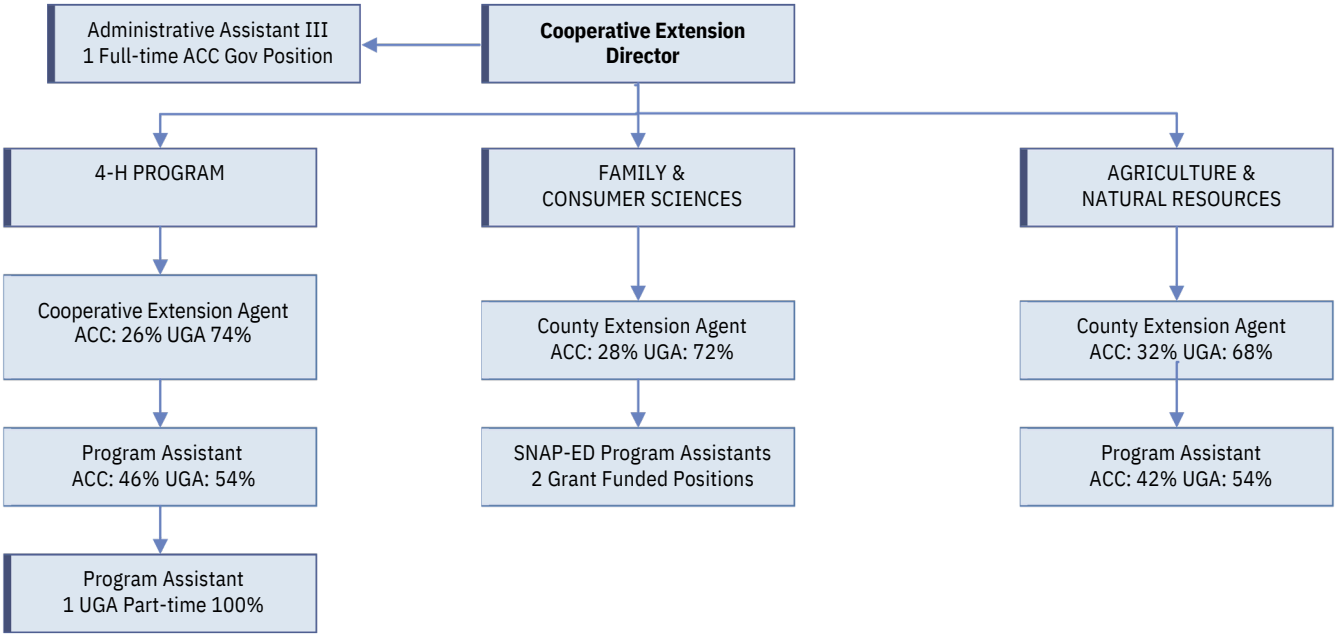
FY26 Budget (General and Grants Funds): $802,400
Percent Compensation: 72.15% ($578,800)



Total Authorized Positions
5 Full-time
3 Part-time

Appendix A.10

COOPERATIVE EXTENSION 2025



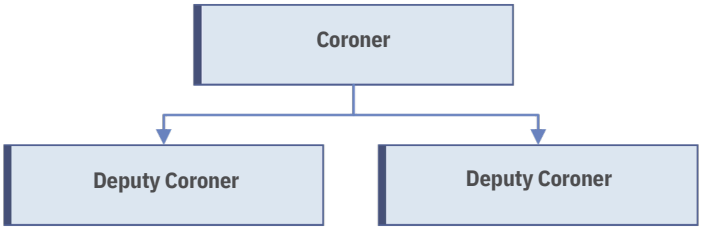
Mission: The mission of UGA Cooperative Extension is to extend lifelong learning to the people of Georgia through unbiased, research-based education in agriculture, the environment, communities, youth and families. Cooperative Extension provides education and information for all citizens of Athens-Clarke County in the areas of Families, Food & Nutrition, Agriculture, Horticulture, & the Environment, and Youth Development.

FY26 Budget: $301,900
Percent Compensation: 73.89% ($223,000)

Total Authorized Positions
1 Full-time
2 Grant-funded
1 UGA Part-time funded
(5 Other FT Positions UGA/ACC Funded)

Appendix A.11

CORONER
2025



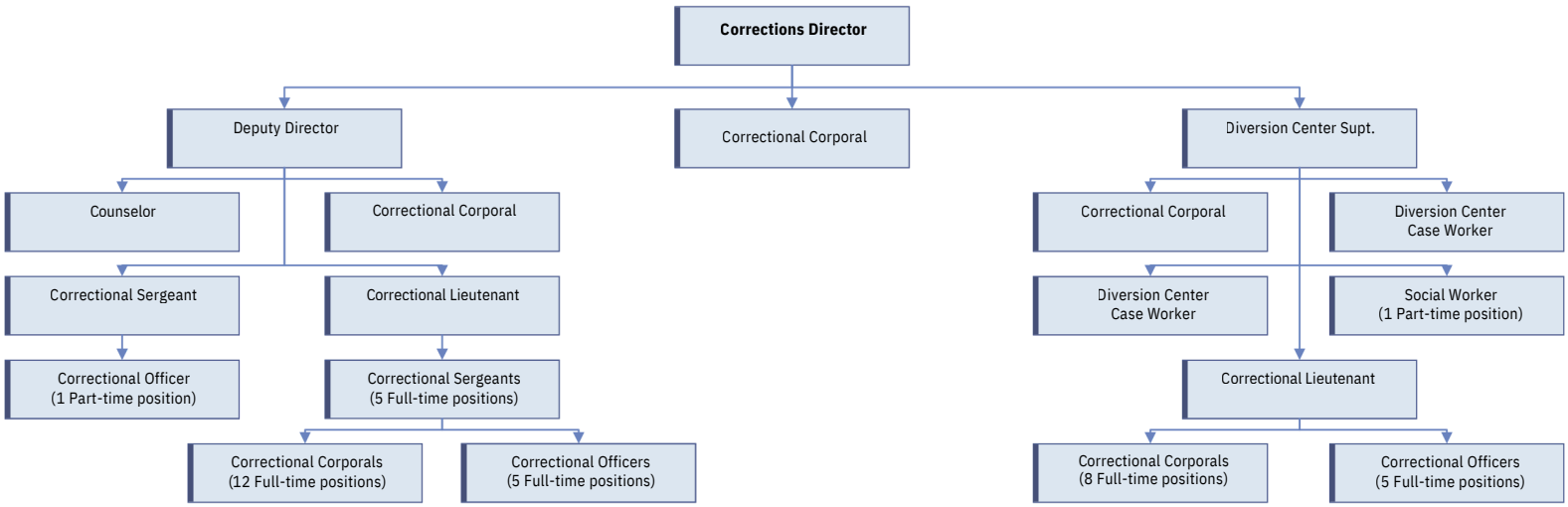
Mission: Our mission is to fulfill the statutory requirements of the Coroner's Office of Athens-Clarke County in a manner that is professional, efficient and compassionate to the citizens of Athens-Clarke County.

FY26 Budget: $167,400
Percent Compensation: 63.81% ($106,800)

Total Authorized Positions
3 Part-time

Appendix A.12

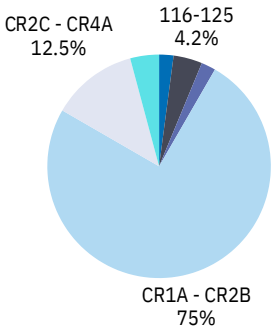
CORRECTIONS
2025



Mission: The mission of the Athens-Clarke County Department of Corrections is to provide a humane and safe environment for staff, offenders, returning citizens, and the community at large through the use of modern correctional management techniques and supervision.

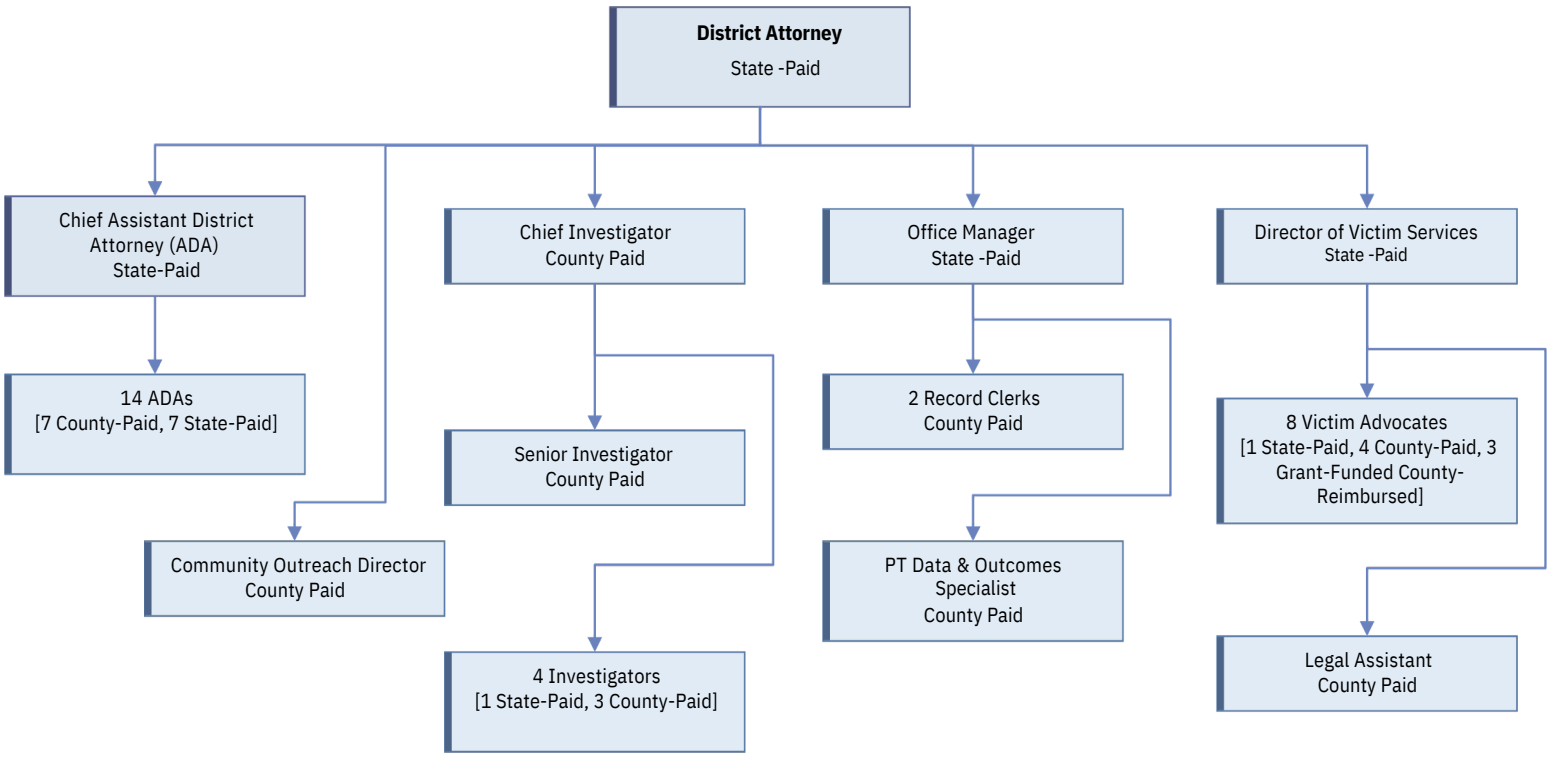
FY26 Budget (General, Corrections Inmate, and Grants Funds): $5,720,200
Percent Compensation: 80.55% ($4,607,600)

Paygrade tiers by Department



Total Authorized Positions
48 Full-time
2 Part-time

Appendix A.13
DISTRICT ATTORNEY
2025



Mission:The Western Judicial Circuit District Attorney's Office serves our community by ensuring that justice is served for victims, the rights of all involved in the criminal justice process are respected, and the laws of the State of Georgia are applied fairly and equally to all people in our community. We are focused on delivering justice in the most serious felony cases so that those who hurt others in our community are not able to do so again while also seeking outcomes in non-violent cases that help limit repeat contact with the criminal justice system. We are committed to working with law enforcement partners, community organizations, and individual citizens to continually improve the safety and strength of our community.

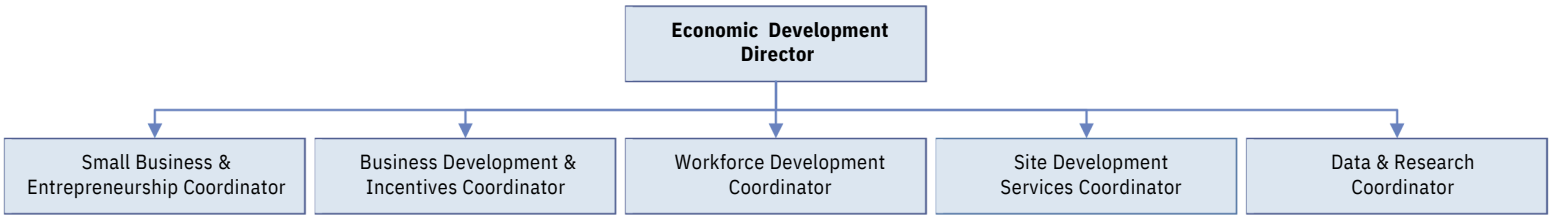
FY26 Budget (General, Grants, and Special Programs Funds): $2,441,500
Percent Compensation: 87.85% ($2,144,800)

Total Authorized Positions:

36 Full-time [23 County-Paid, 13 State-Paid]
1 Part-time
9 Supplemental

Appendix A.14

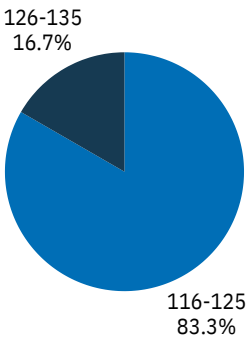
ECONOMIC DEVELOPMENT 2025



Mission: To facilitate economic growth by supporting businesses and industries interested in developing, locating, and growing in Athens-Clarke County by providing needed resources, assistance, and connections. To identify and recruit economic development opportunities that support and enhance Athens-Clarke County's quality of life, increase our tax base, and provide opportunities for sustainable employment and wages for workers. To serve as an active partner in workforce development in Athens-Clarke County by increasing awareness of and access to lifelong learning opportunities that help residents develop high-demand skills for sustainable employment.

FY26 Budget (General, Hotel/Motel, and Special Programs Fund & Tax Allocation Districts): $930,500
Percent Compensation: 64.68% ($601,900)

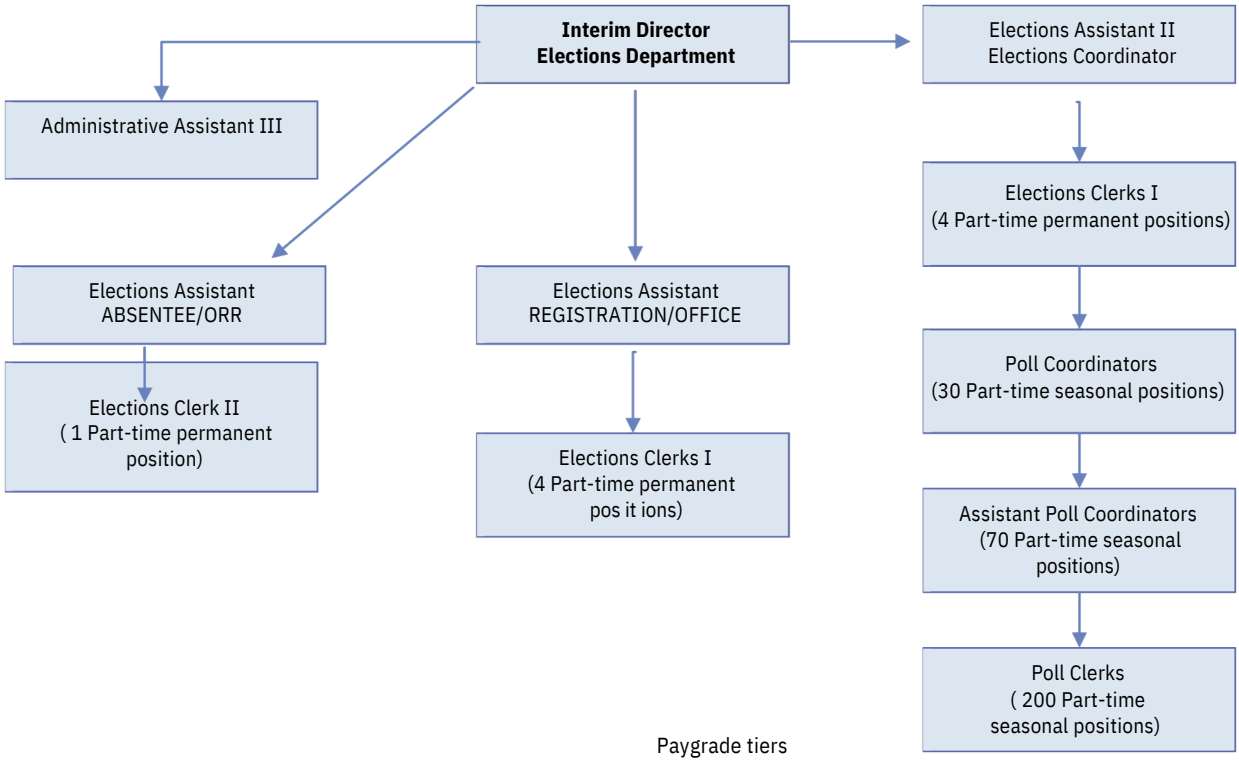
Paygrade tiers by Department



Total Authorized Positions
6 Full-time

Appendix A.15

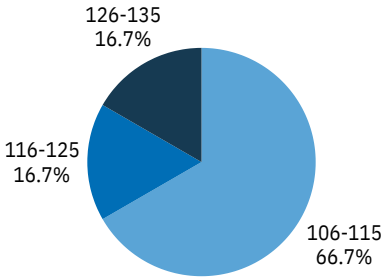
ELECTIONS 2025



Mission: The mission of the Athens-Clarke County Elections and Voter Registration Office is to provide excellent election services: We ensure accessibility for all voters, protect the integrity of votes, and maintain a transparent, accurate and fair process in which Athens-Clarke County voters have confidence. As trustworthy stewards of the Elections and Voter Registration Department's Budget, we provide the best possible election experience for the voters and candidates of Athens-Clarke County and produce trusted results that reflect the will of eligible Athens-Clarke County voters.

FY26 Budget (General and Grants Funds): $1,601,600
Percent Compensation: 76.06% ($1,218,400)

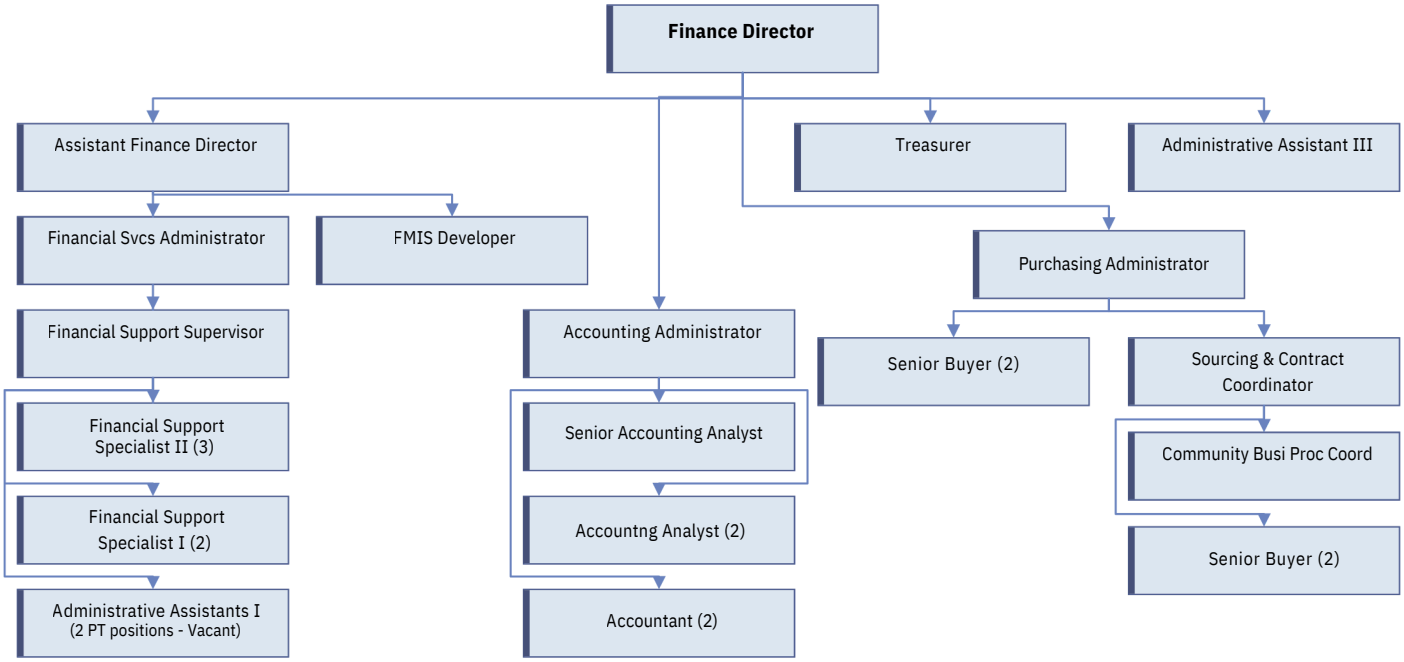
Paygrade tiers
by Department



Total Authorized Positions
6 Full-time
9 Part-time Permanent
300 Part-time Seasonal

Appendix A.16

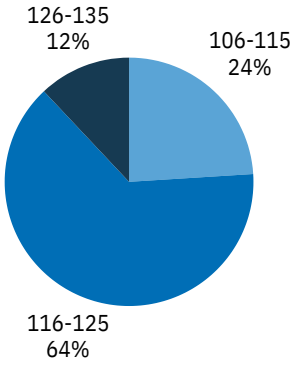
FINANCE 2025



Mission: The Finance Department supports the Manager's Office by guiding the government's financial operations. It employs conservative fiscal policies emphasizing financial stability and resilience. The department collects and processes data, advises management in financial matters, provides information to various stakeholders, monitors expenditure and revenue trends, and provides various financial reports.

FY26 Budget: $2,775,500
Percent Compensation: 91.89% ($2,550,900)

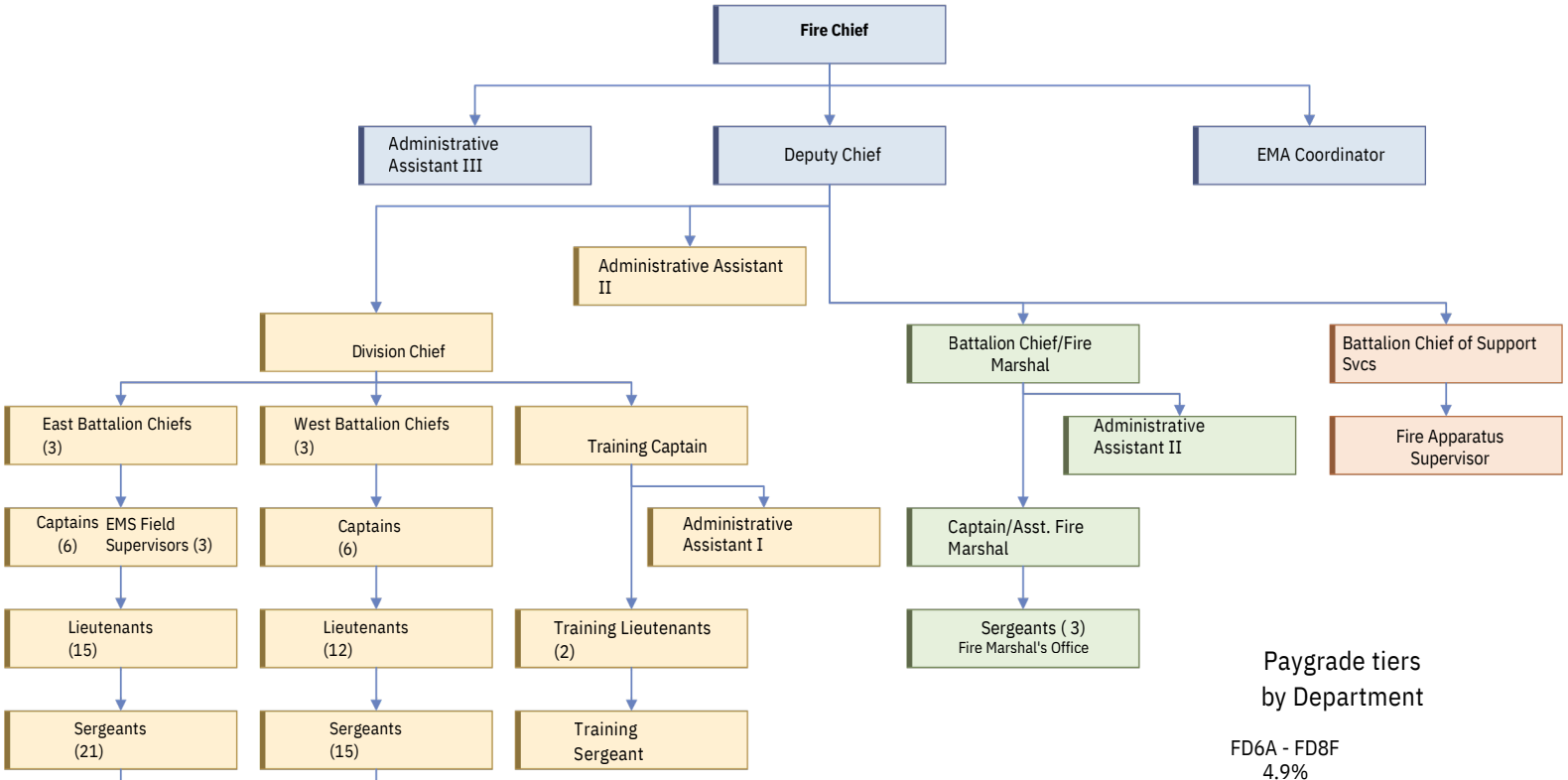
Paygrade tiers by Department



Total Authorized Positions
25 Full-time
2 Part-time

Appendix A.17

Fire Department
2025



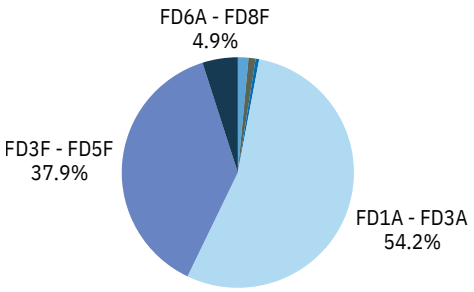
Total Authorized Positions
202 Full-time
1 Part-time

Mission: Athens-Clarke County Fire & Emergency Services Department takes pride in providing prompt, dependable, and professional services to reduce the impact of emergencies in our community with dedication to education and training.

FY26 Budget (General and Building Inspections Fund): $21,300,700
Percent Compensation: 88.95% ($18,919,400)

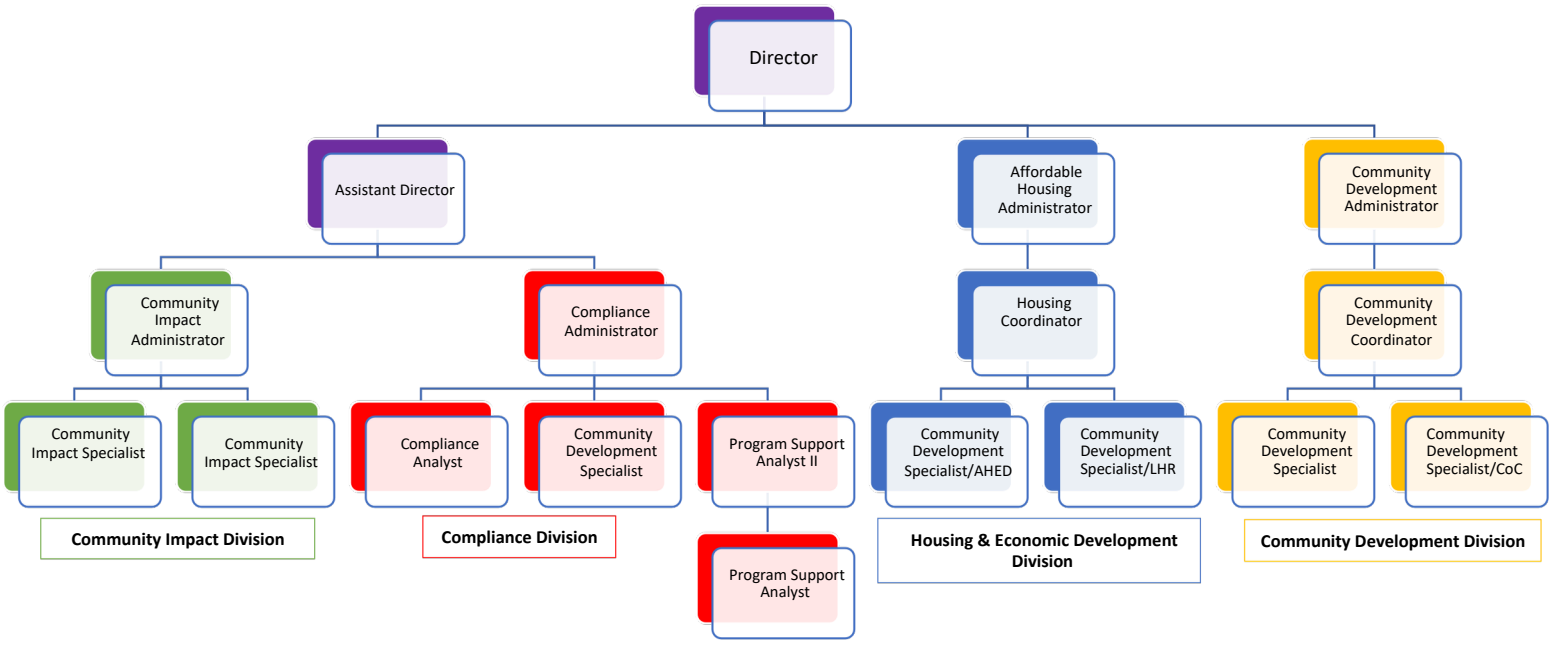
Capital Budgets (Building Inspection): $350,000

Paygrade tiers by Department



Appendix A.18

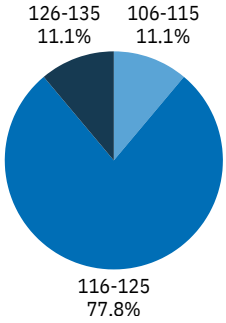
HOUSING & COMMUNITY DEVELOPMENT 2025



Mission: The Housing and Community Development (HCD) department provides funding for the creation and rehabilitation of affordable housing, fosters and coordinates services for disadvantaged populations, and promotes economic mobility among residents of Athens-Clarke County.

FY26 Budget (General, CDBG, HOME, Affordable Housing, Supportive Housing, and Special Programs Funds): $5,790,700
Percent Compensation: 23.06% ($1,335,400)

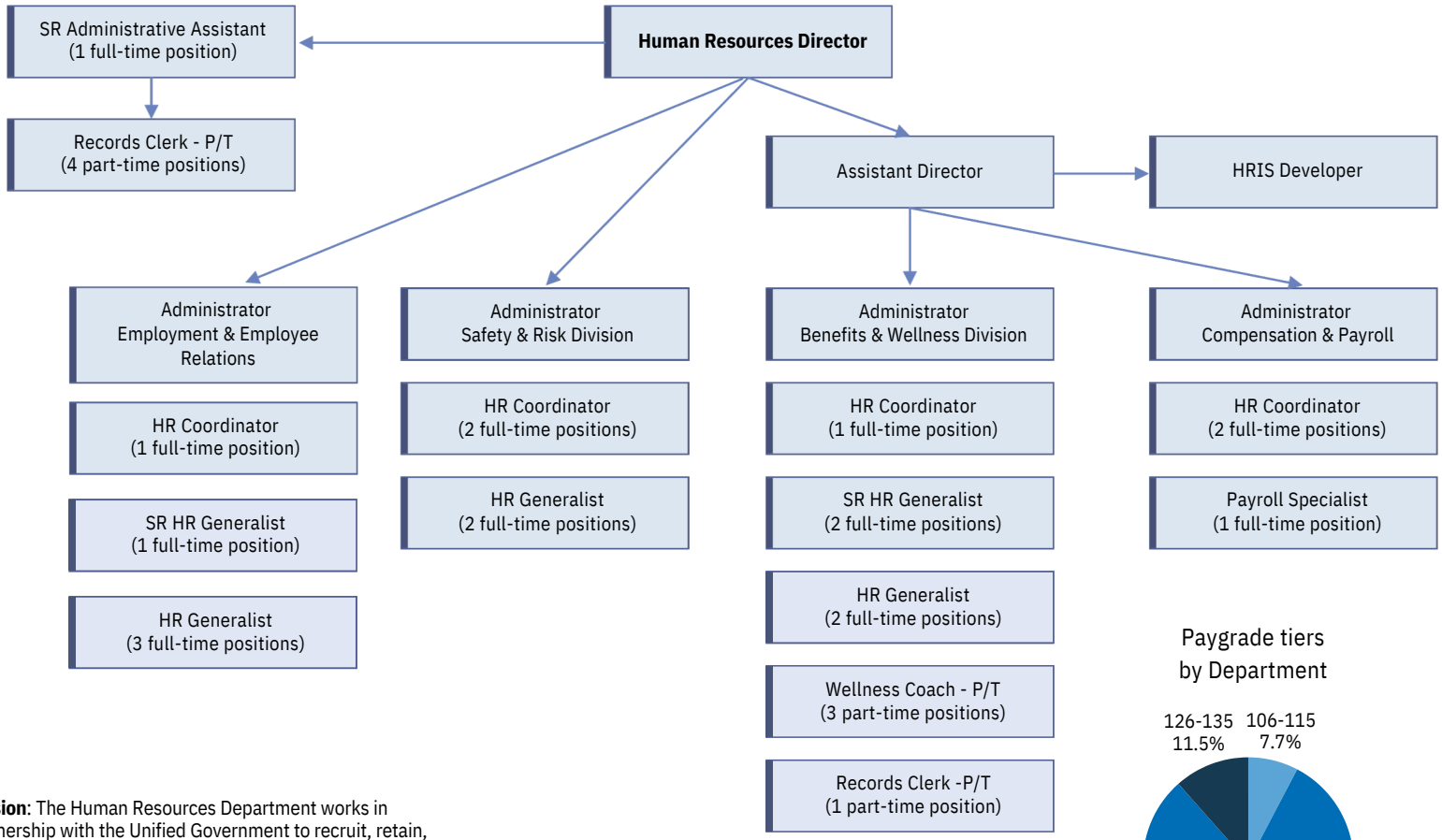
Paygrade tiers by Department



18 Full-Time Positions
1 position submitted and approved for reclassification (Admin Asst II reclassified to Program Support Analyst I)

Appendix A.19

HUMAN RESOURCES 2025

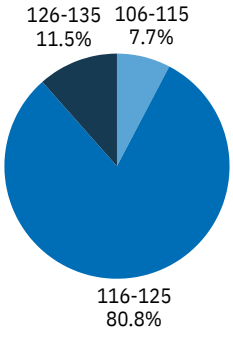


Mission: The Human Resources Department works in partnership with the Unified Government to recruit, retain, and reward an engaged, prepared, and committed workforce to serve the citizens of Athens-Clarke County in an environment of diversity, equity, inclusion, excellence, responsiveness, transparency, and fairness.

FY26 Budget (General, Special Programs, Insurance & Claims, Health Insurance Funds): $4,229,300
Percent Compensation: 65.63% ($2,821,100)

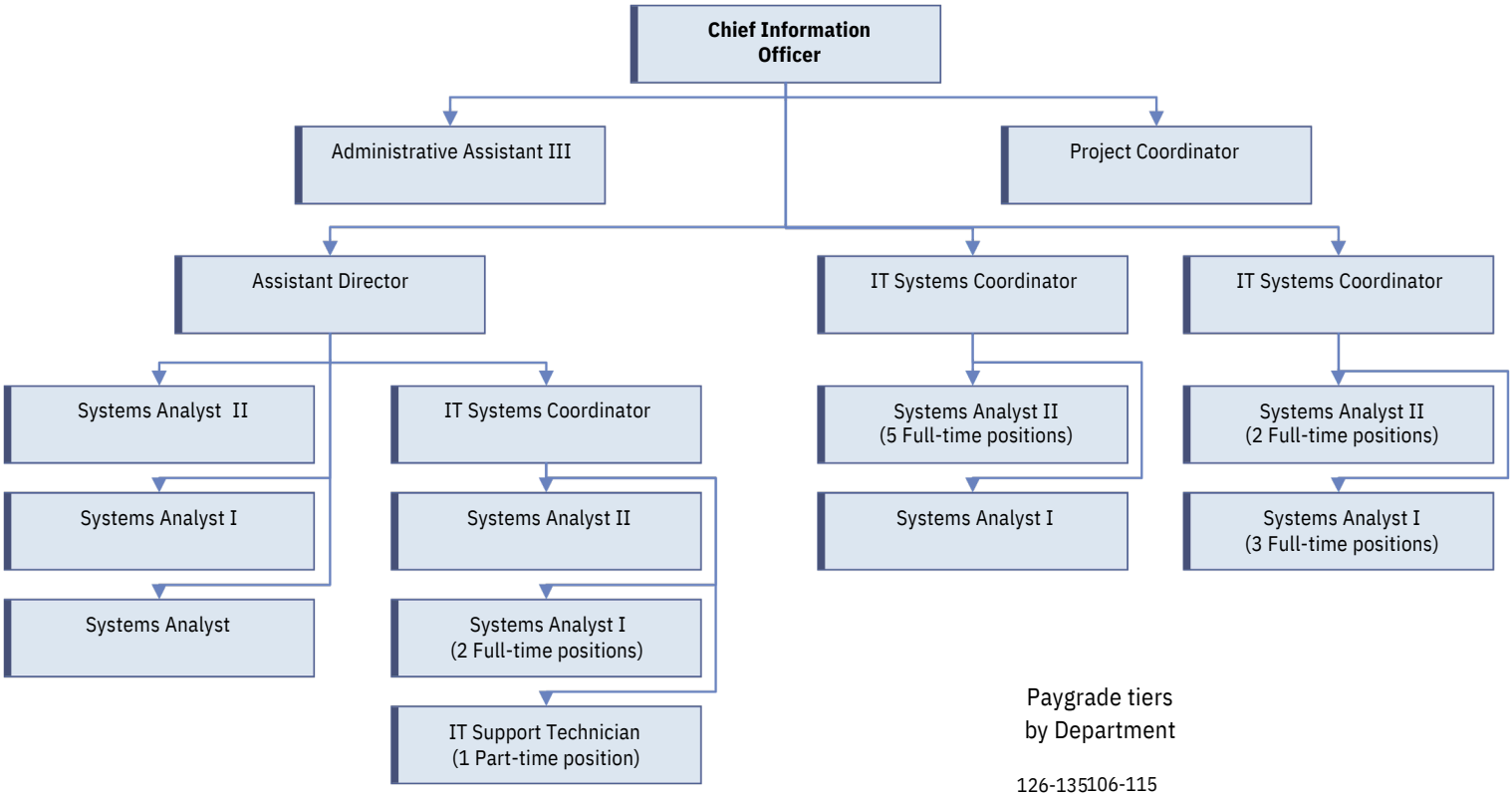
Total Authorized Positions
26 Full time
8 Part time

Paygrade tiers
by Department

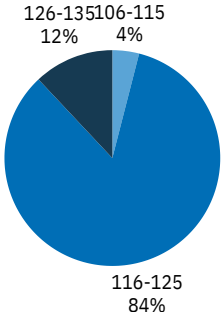


Appendix A.20

INFORMATION TECHNOLOGY 2025



Paygrade tiers by Department



Mission: To empower the Athens-Clarke County Unified Government's responsible stewardship of the community's resources by leveraging secure, effective technology, and quality support.

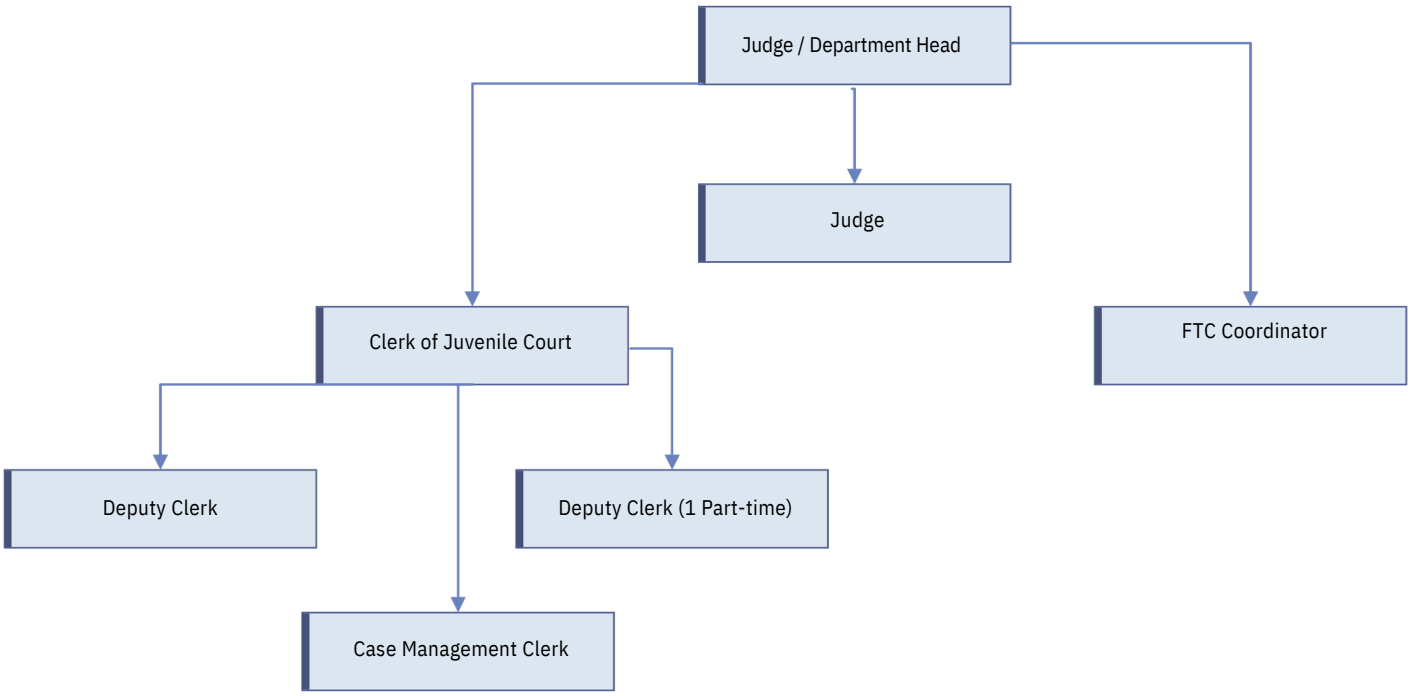
FY26 Budget (General, Grants, and Water & Sewer Funds): $5,511,200
Percent Compensation: 40.48% ($ 2,231,700)

Capital Budget: $400,000

Total Authorized Positions
25 Full-time
1 Part-time

Appendix A.21

Juvenile Court 2025



Mission: The purpose of Georgia's Juvenile Courts is to secure for each child who comes within the jurisdiction of the court such care and guidance, preferably in with the family, as will secure the moral, emotional, mental, and physical welfare of the child as well the safety of both the child and the community. The intention of the General Assembly of Georgia in creating the juvenile code is to strengthen and preserve family relationships, countenancing the removal of a child from the home only when state intervention is essential to protect such child. (O.C.G.A. 15-11-1, Effective January 1, 2014.)

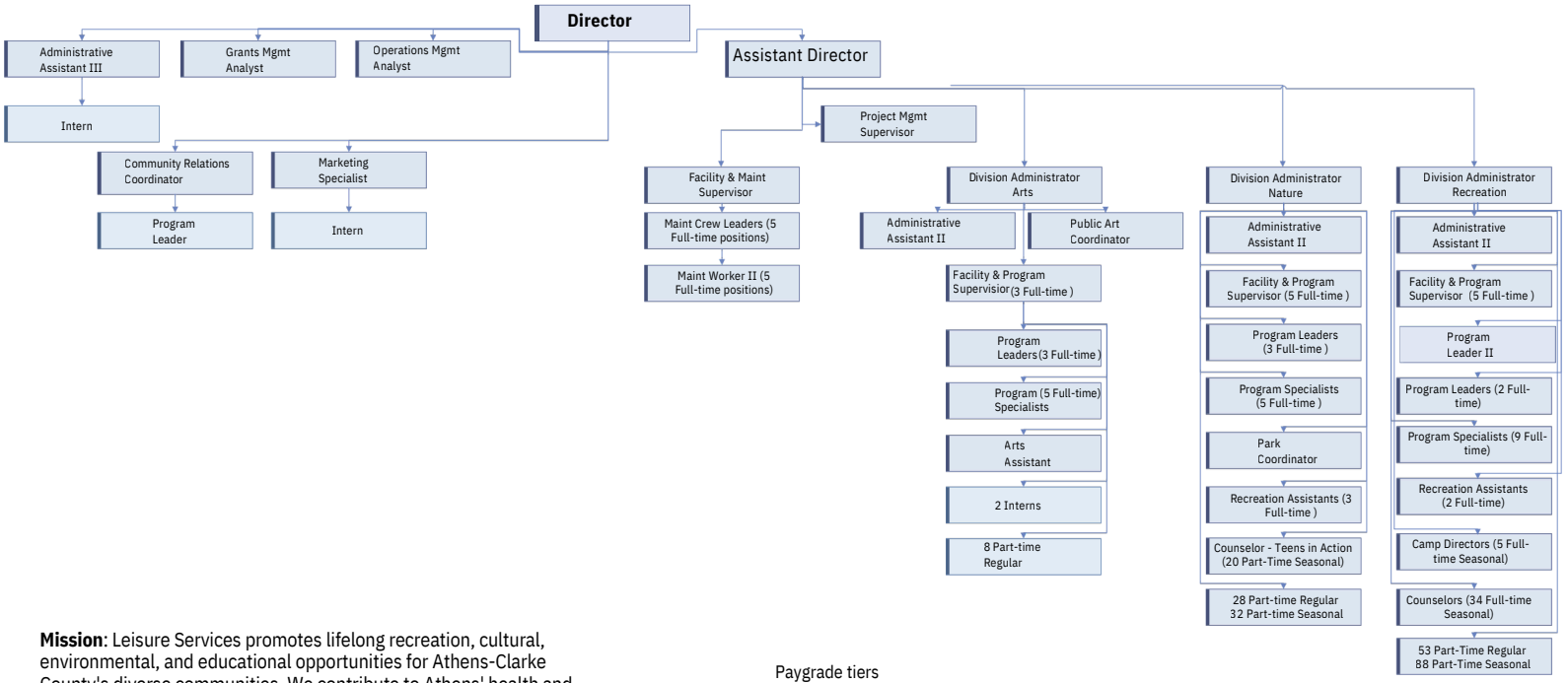
The mission of the Athens-Clarke County Juvenile Court is to protect the well-being of the child under the Court's jurisdiction, providing guidance and control as necessary, while balancing the needs and best interest of the community, while fulfilling the intent of the newly rewritten Juvenile Code.

FY26 Budget (General and Grants Fund) : $908,400
Percent Compensation: 65.05% ($590,800)

Total Authorized Positions
6 Full-time
1 Part-time

Appendix A.22

LEISURE SERVICES 2025

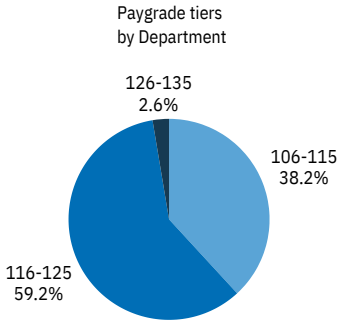


Mission: Leisure Services promotes lifelong recreation, cultural, environmental, and educational opportunities for Athens-Clarke County's diverse communities. We contribute to Athens' health and wealth and wellness by providing connections to parks, facilities, programs, and community.

FY26 Budget (General, Special Programs, and Grants Fund) : $10,847,200
Percent Compensation: 73.32% ($7,952,700)

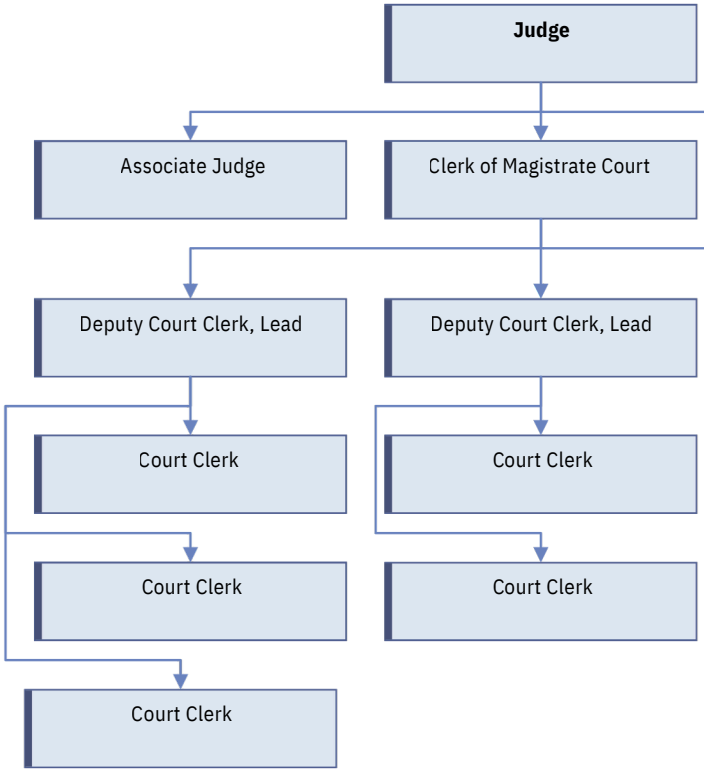
Capital Budget: $30,000

Total Authorized Positions
76 Full-time
96 Part-time
140 Seasonal Part-time



Appendix A.23

MAGISTRATE COURT 2025



Total Authorized Positions
12 Full-time

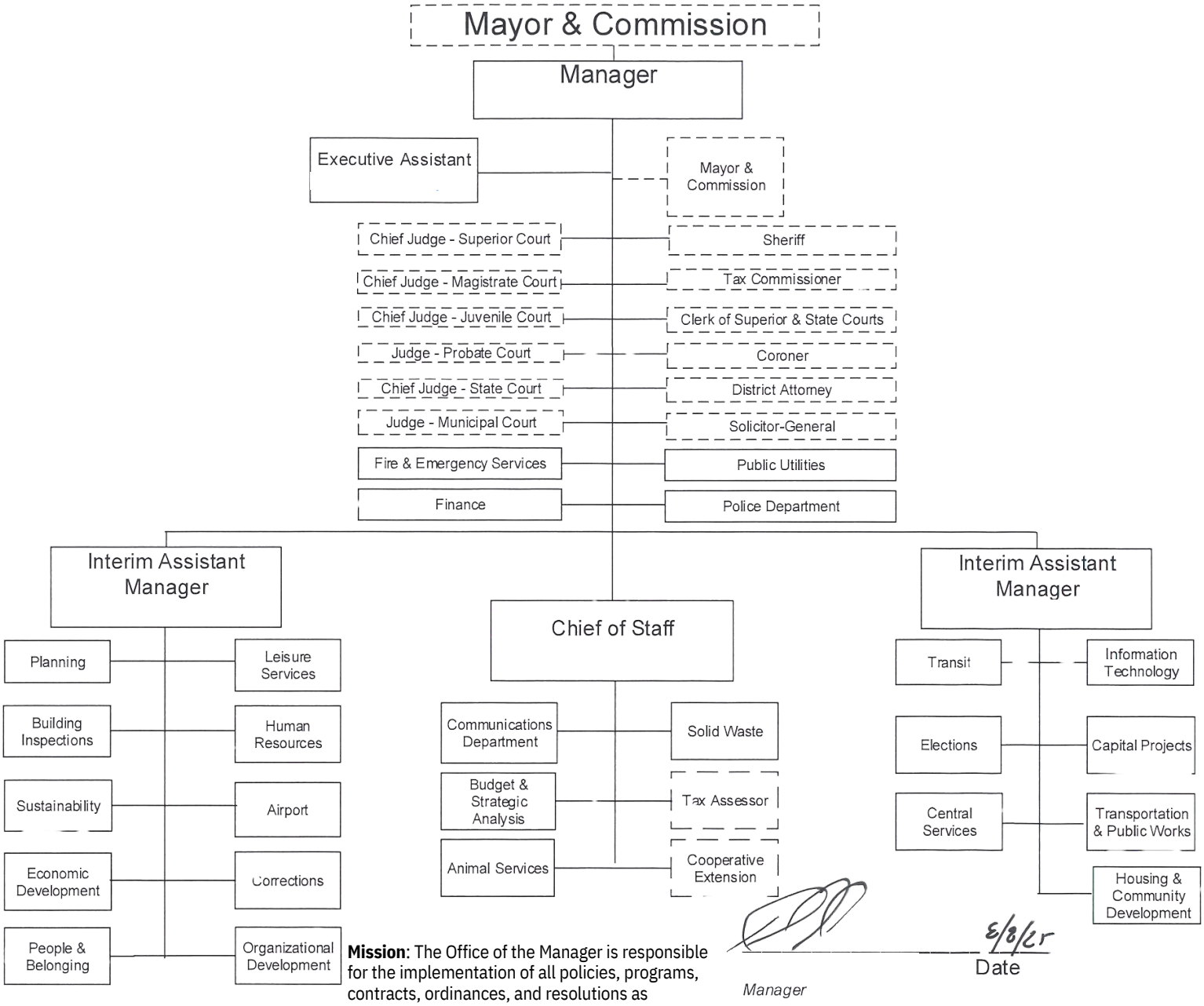
Mission: The Mission of the Magistrate Court is to deliver justice to the citizens of Athens-Clarke County by:
(1) Ruling on disputed civil claims or approving mutual settlements in civil cases involving:
(a) Claims up to $15,000;
(b) Dispossessory proceedings between landlords and tenants;
(c) Abandoned motor vehicle foreclosures;
(d) Personal property foreclosures; and
(e) Garnishments.

(2) Managing preliminary matters in criminal cases by:
(a) Having a judge available 24 hours a day, seven days a week (including holidays) to consider requests for the issuance of arrest warrants and search warrants in misdemeanor and felony cases;
(b) Conducting hearings seven days a week (including holidays) to set bail for persons arrested, including the review of financial circumstances, and imposition of special conditions of pre-trial release;
(c) Communicating with victims of domestic violence and victims of other violent or sex crimes to determine safety issues prior to consideration of bail;
(d) Presiding over felony preliminary hearings;
(e) Presiding over warrant application hearings brought by both private citizens and law enforcement officials;
(f) Assigning a Superior Court Judge to each criminal case where bond has been set by a Magistrate Court Judge (by Special Order of the Superior Court Judges, entered January 10, 2005).
(g) Assigning a State Court Judge to each criminal case where bond has been set by a Magistrate Court Judge (by Special Order of the State Court Judges, entered December 20, 2016).
(h) Conducting hearings to set bail for persons arrested after indictment (true bill) by the grand jury on cases where the Magistrate Judge would otherwise have the authority to set bail (by Special Order of the Superior Court Judges, entered January 11, 2006).
(3) Appointing defense counsel and presiding over the arraignment, trial, sentencing, and probation revocation hearings in cases involving misdemeanor deposit account fraud ("bad checks") less than $1,500.00.

FY26 Budget: $1,125,000
Percent Compensation: 91.11% ($1,025,000)

Appendix A.24

Manager's Office



8/8/25
Date

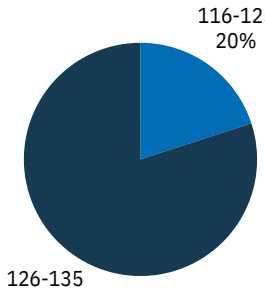
Manager

Mission: The Office of the Manager is responsible for the implementation of all policies, programs, contracts, ordinances, and resolutions as approved and directed by the Mayor and Commission. This office performs the administrative functions of the government which support the activities of the Mayor and Commission. The ACCGov Charter dictates the authority and the responsibility of the Manager.

FY26 Budget: $1,499,600
Percent Compensation: 80.67% ($1,209,700)

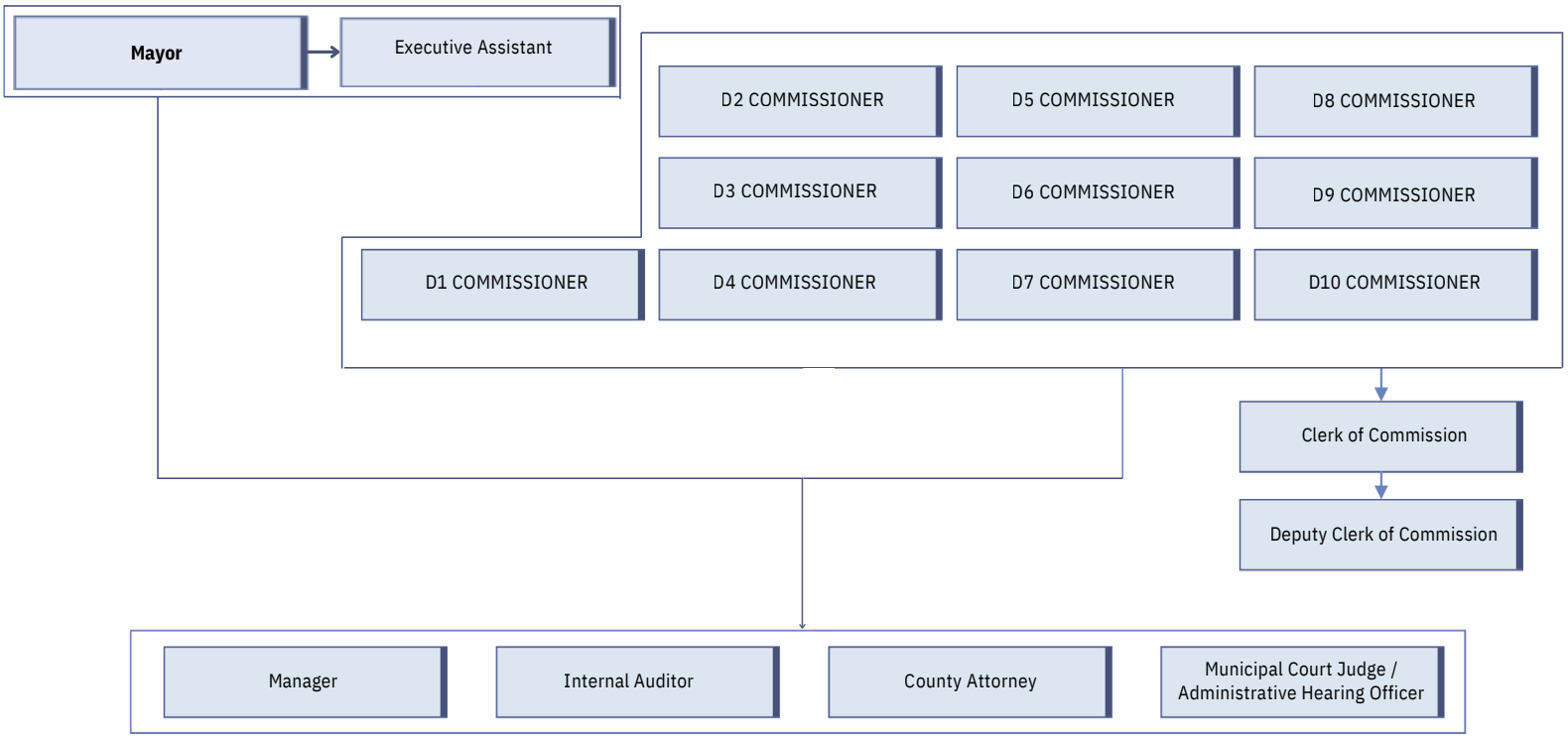
Total Authorized Positions
5 Full-time

Paygrade tiers by Department



Appendix A.25

MAYOR & COMMISSION 2025



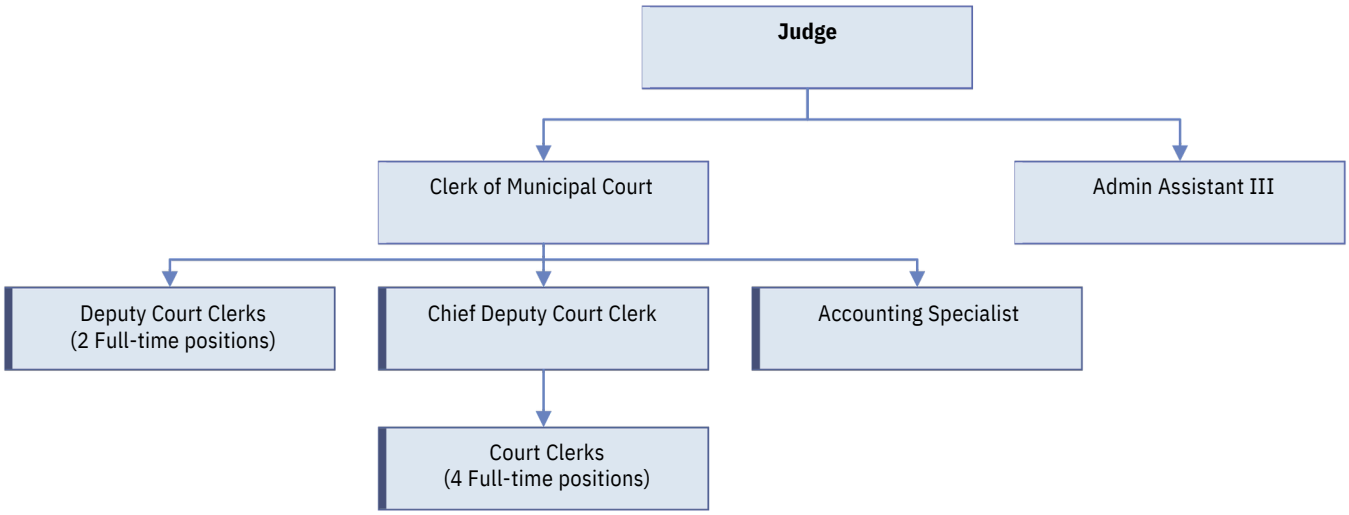
Mission: The Mayor and Commission serve as the governing authority of the Unified Government of Athens-Clarke County with powers and jurisdiction throughout the territorial limits of Athens-Clarke County. The Mayor and Commission are elected to establish policy through the adoption of Ordinances and Resolutions, and are responsible for placing in effect the powers conferred by the Charter, which created the Unified Government of Athens-Clarke County; and for the promotion and protection of the safety, health, peace, security, and general welfare through ordinances, resolutions, rules, and regulations. The Mayor and Commission have the power to set tax rates and adopt a budget. It is the responsibility of the Mayor and Commission to assure the cost efficient and effective delivery of quality services to every citizen and entity in a fair and equitable manner, and to act as liaison and advocate for citizens experiencing problems with, or needing information from government services.

Clerk of Commission
The Clerk of the Commission directs the activities necessary to prepare for Commission meetings and dispenses information regarding the decisions and actions of the Commission.

FY26 Budget: $950,300
Percent Compensation: 89.45% ($850,000)

Appendix A.26

MUNICIPAL COURT 2025



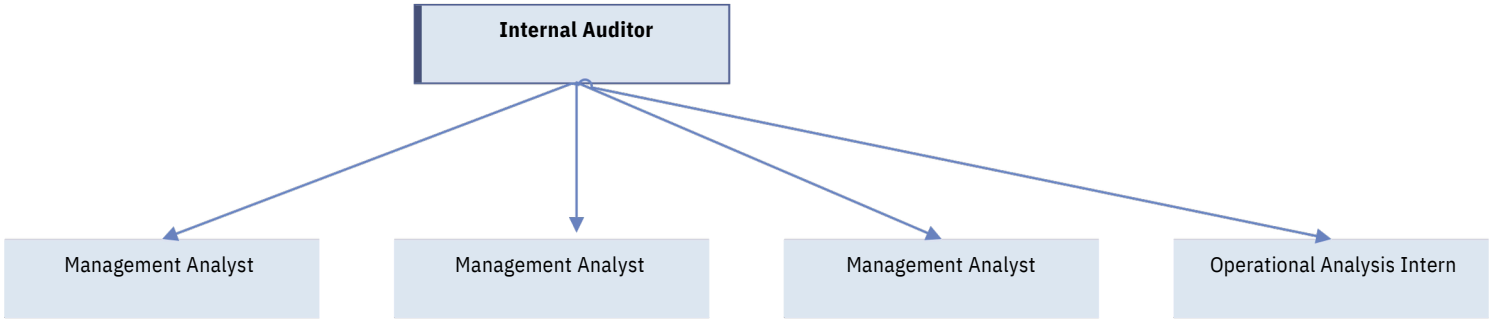
Mission: The mission of the Municipal Court is to fairly, efficiently, and accurately adjudicate state misdemeanor and traffic cases, county ordinance cases, and county administrative cases in accordance with the laws of the United States, the State of Georgia, and the Charter and Municipal Code of the Unified Government of Athens- Clarke County.

FY26 Budget: **$8**32,500
Percent Compensation: 88.23% ($743,500)

Total Authorized Positions
11 Full-time

Appendix A.27

OFFICE OF OPERATIONAL ANALYSIS 2025



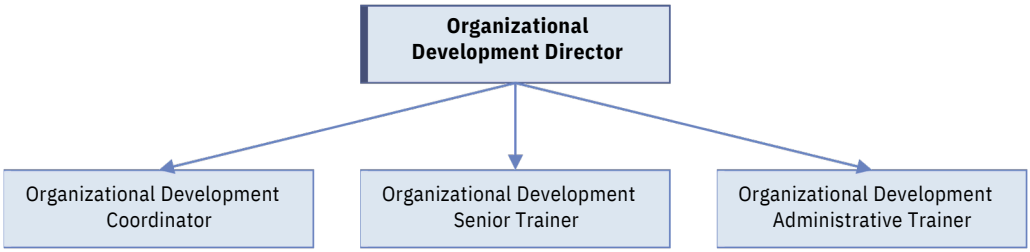
Mission: The mission of the Office of Operational Analysis is to provide quality internal audit services through independent and objective reviews and assessments of the activities, operations, financial systems, and internal accounting controls that supports the Mayor and Commission's adopted goals and strategies; to make recommendations that will improve governance, risk management, sound budgetary practices, and legal adherence, all with the intent of demonstrating confidence in local public administration, including public-safety initiatives, assuring the community of value and future commitment.

FY26 Budget: $448,900
Percent Compensation: 90.59% ($406,600)

Total Authorized Positions
4 Full-time
1 Part-time

Appendix A.28

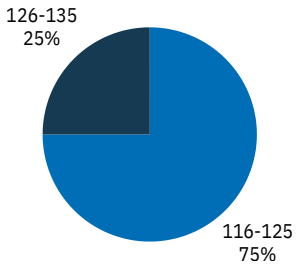
ORGANIZATIONAL DEVELOPMENT 2025



Mission: To foster a culture of continuous learning and professional growth within Athens-Clarke County Unified Government (ACCGov) by delivering innovative, high-quality training, leadership development programs, and organizational support that empowers employees to excel in their roles, enhance community impact, and achieve strategic objectives. Through its mission-driven approach, the Athens-Clarke County Unified Government Organizational Development Department aims to create a resilient, skilled, and motivated workforce capable of meeting the evolving needs of the community while fostering a thriving organizational culture.

FY26 Budget: $536,300
Percent Compensation: 84.59% ($453,700)

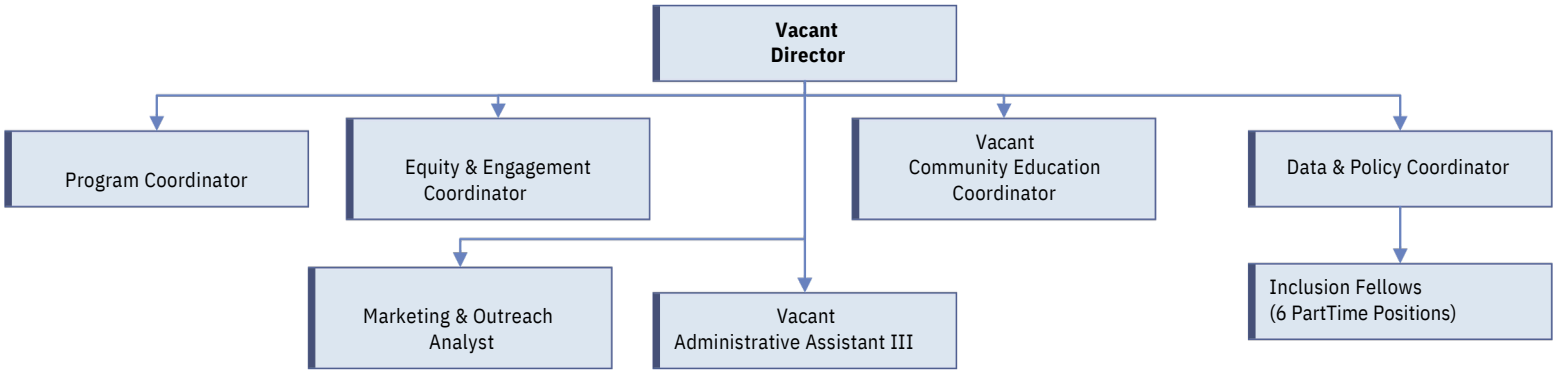
Paygrade tiers by Department



TOTAL AUTHORIZED POSITIONS
4 Full-time

Appendix A.29

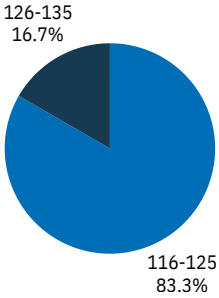
PEOPLE & BELONGING 2025



Mission: Cultivate an inclusive, equitable, and supportive community by embracing diversity equity and inclusion principles. We achieve this through education, advocacy, outreach, and ensuring accessible city services and equitable outcomes for all community members and employees. Our dedicated efforts are focused on protecting the fundamental rights of individuals, recognizing and valuing diverse lived experiences, and using community input and research to proactively address and close equity gaps.

FY26 Budget: $798,400
Percent Compensation: 59.52% ($475,200)

Paygrade tiers
by Department

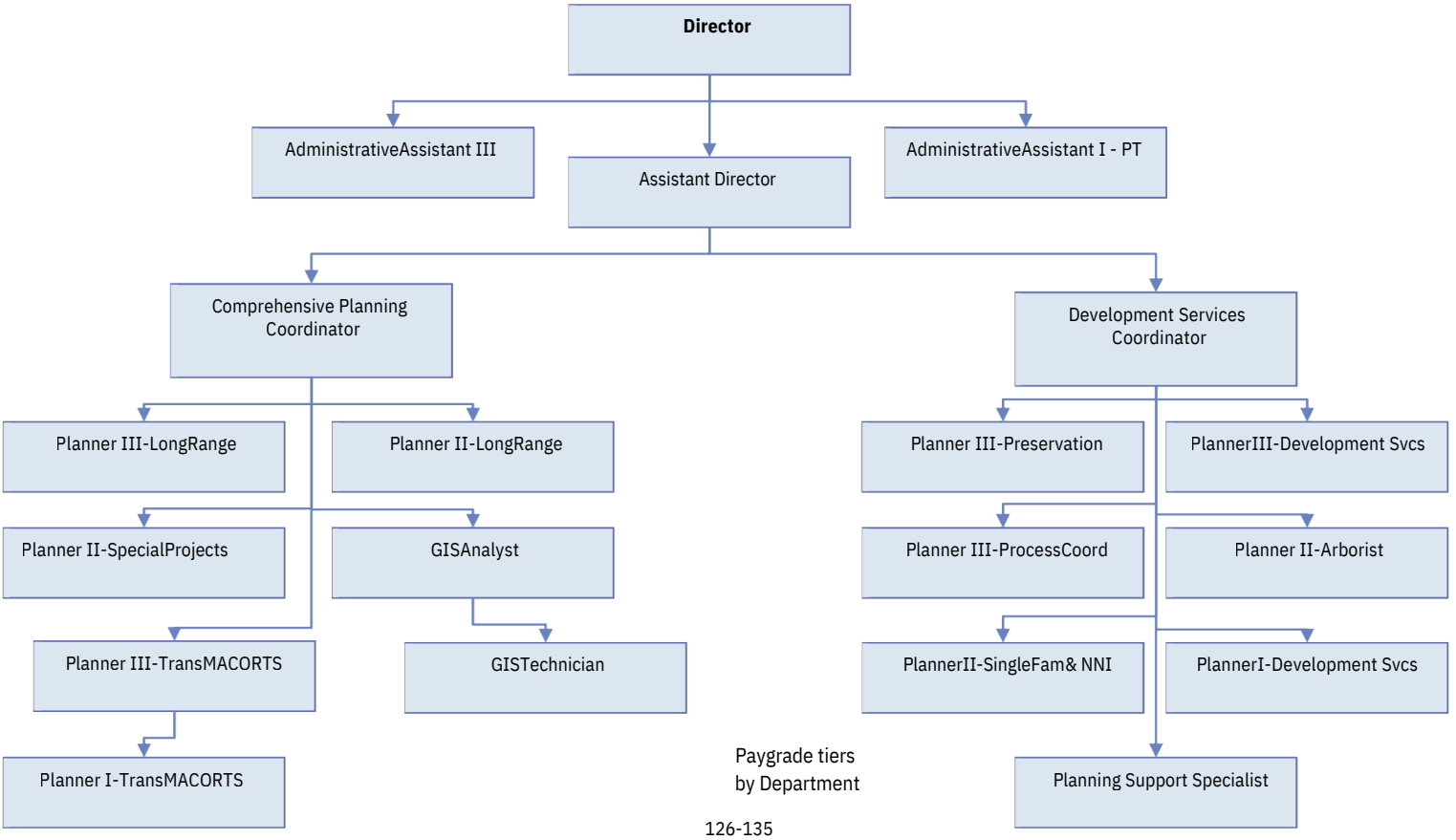


Total Authorized Positions
6 Full-time

Appendix A.30

PLANNING DEPARTMENT 2025

Total Authorized Positions
19 Full-time
1 Part-time

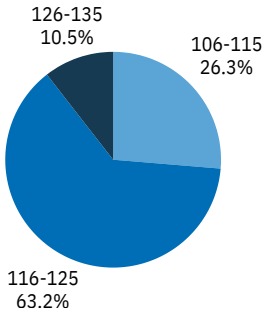


Mission: To effectively manage community change in both the short and long term with regard to land use, transportation, historic preservation, urban design and overall community development in order to ensure that the natural and built environment of Athens-Clarke County are of the highest quality.

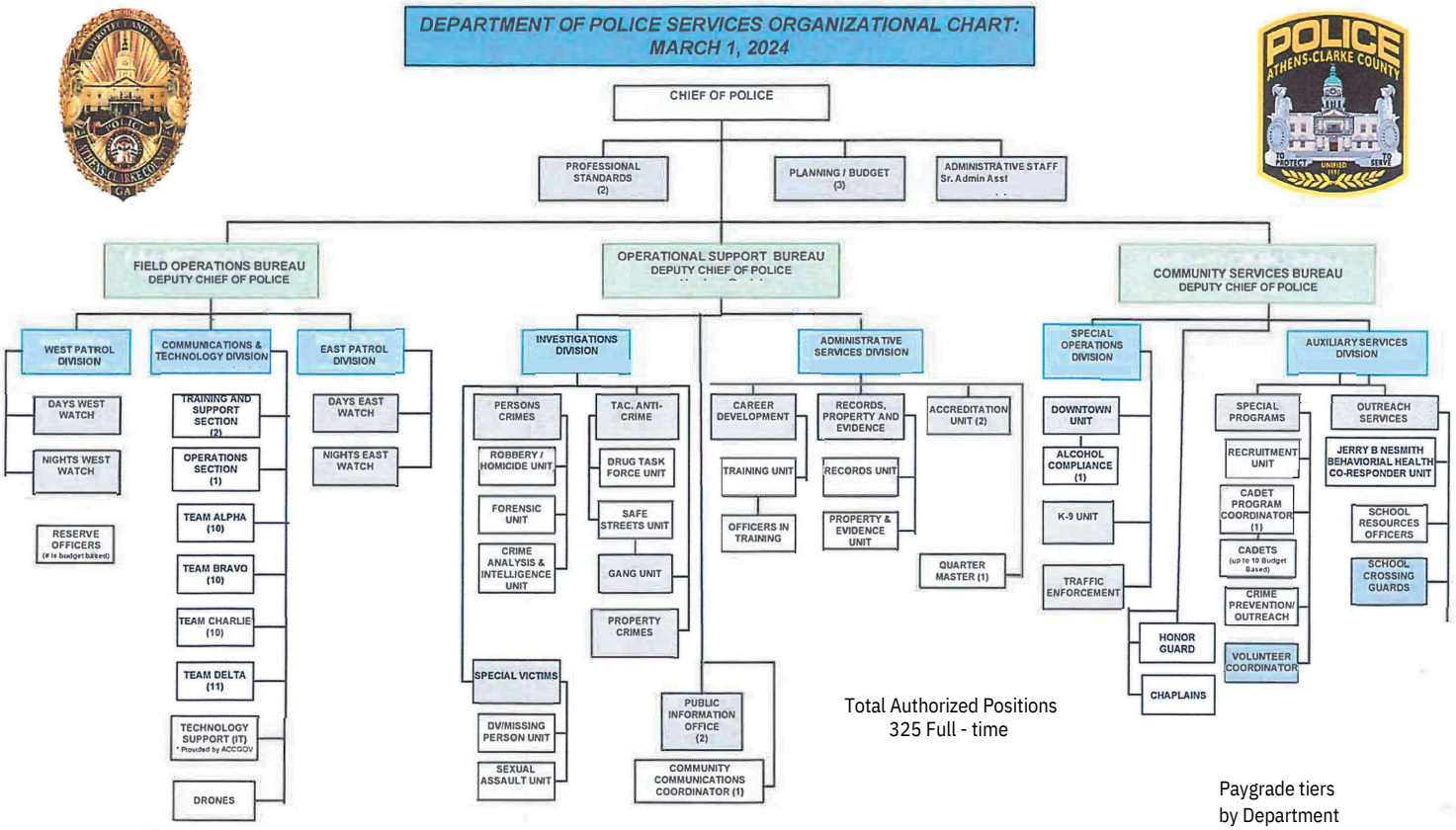
FY26 Budget (General, Building Inspection, and Grants Fund):
$1,735,500
Percent Compensation: 91.93% ($1,595,200)

Capital Budget: $50,000

Paygrade tiers by Department



Appendix A.31



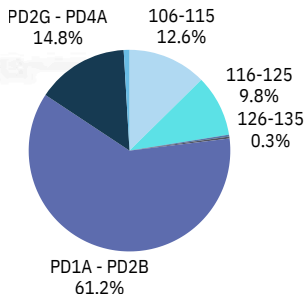
Total Authorized Positions
325 Full - time

Mission: As the full-service law enforcement agency for Athens-Clarke County, the Athens-Clarke County Police Department's vision is to ethically, efficiently, and effectively police in collaboration with the community we serve. In support of that vision, our mission is to preserve life and reduce crime through continued enforcement of the law and sustained, meaningful partnerships across the community. The department must perform its mission within the Constitution and with respect for law. All departments are bound and obligated to recognize and adhere both to the statutory as well as the judicial limitations of police authority. It is not the role of police to legislate, to render legal judgments, or to punish.

FY26 Budget (General, Emergency Telephone, Special Programs, and Grants Funds) : $37,975,600
Percent Compensation: 83.16% ($31,581,800)

Capital Budget: $35,000

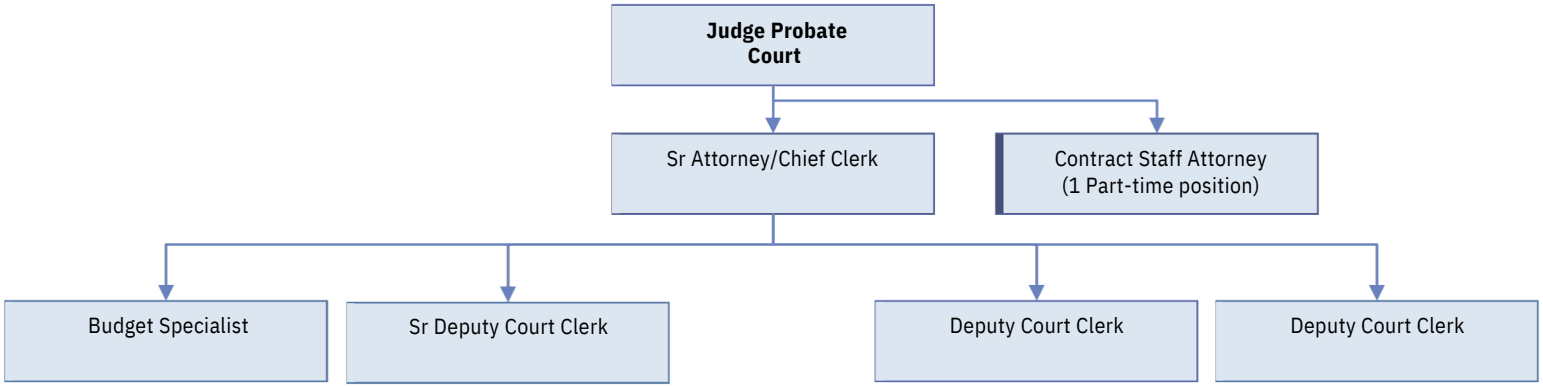
Paygrade tiers
by Department



Appendix A.32

PROBATE COURT 2025

Total Authorized Positions
6 Full-time
1 Part-time

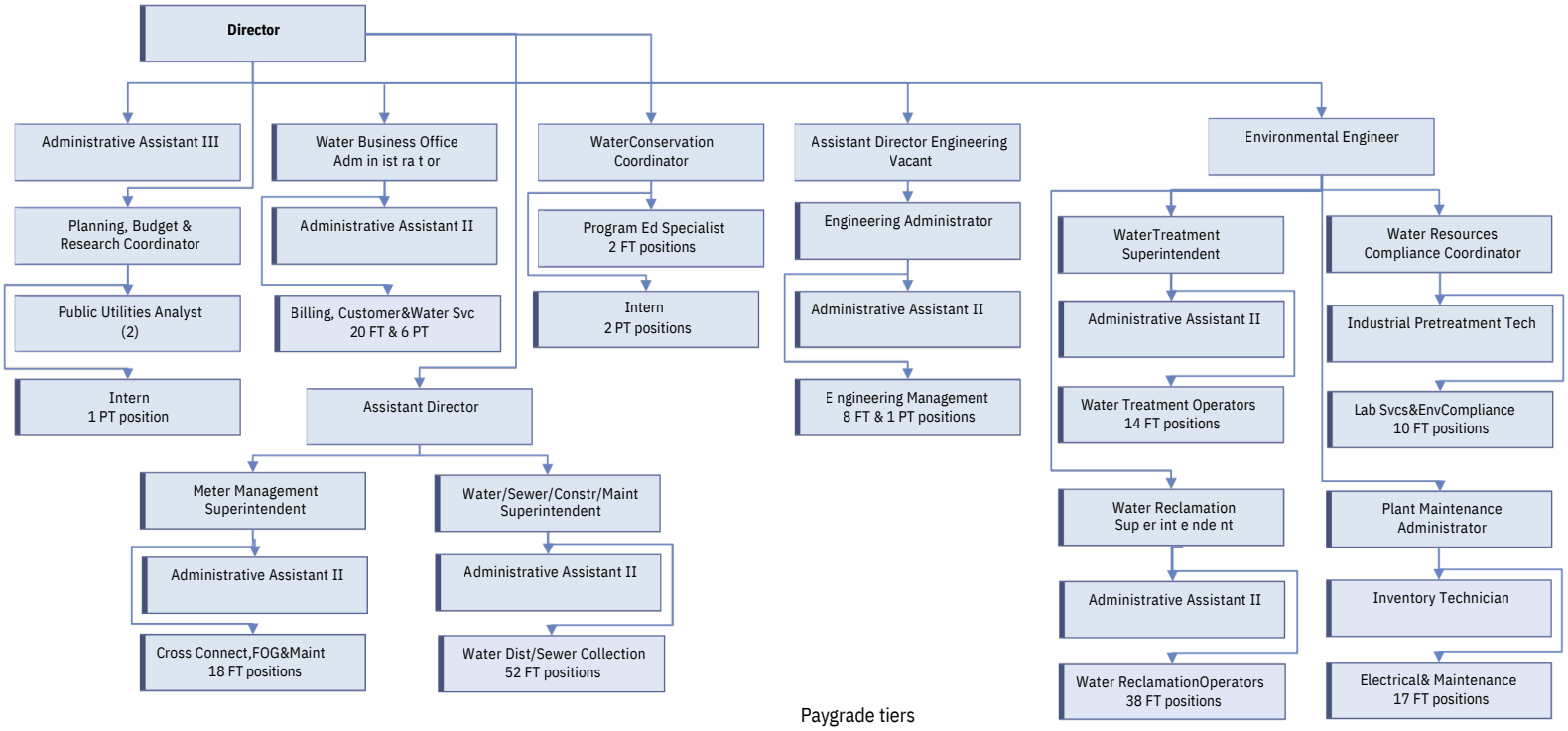


Mission: The mission of the Probate Court is to serve the public, protect the incapacitated, and assist persons living with mental illness, dementia or other cognitive impairments, safeguarding the due process rights of all with efficiency and grace.

FY26 Budget: $880,800
Percent Compensation: 94.04% ($831,500)

Appendix A.33

PUBLIC UTILITIES 2025

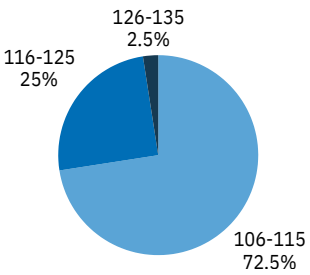


Mission: To provide an uninterrupted supply of safe drinking water for public health, fire protection and economic productivity, and to safely convey and recycle wastewater in an environmentally responsive way. We operate and manage an effective and reliable enterprise, and responsibly reinvest in public health and environmental protection infrastructure at value to our ratepayers.

FY26 Budget: $29,913,700
Percent Compensation: 46.74% ($13,978,800)

Capital Budget: $33,888,900

Paygrade tiers by Department

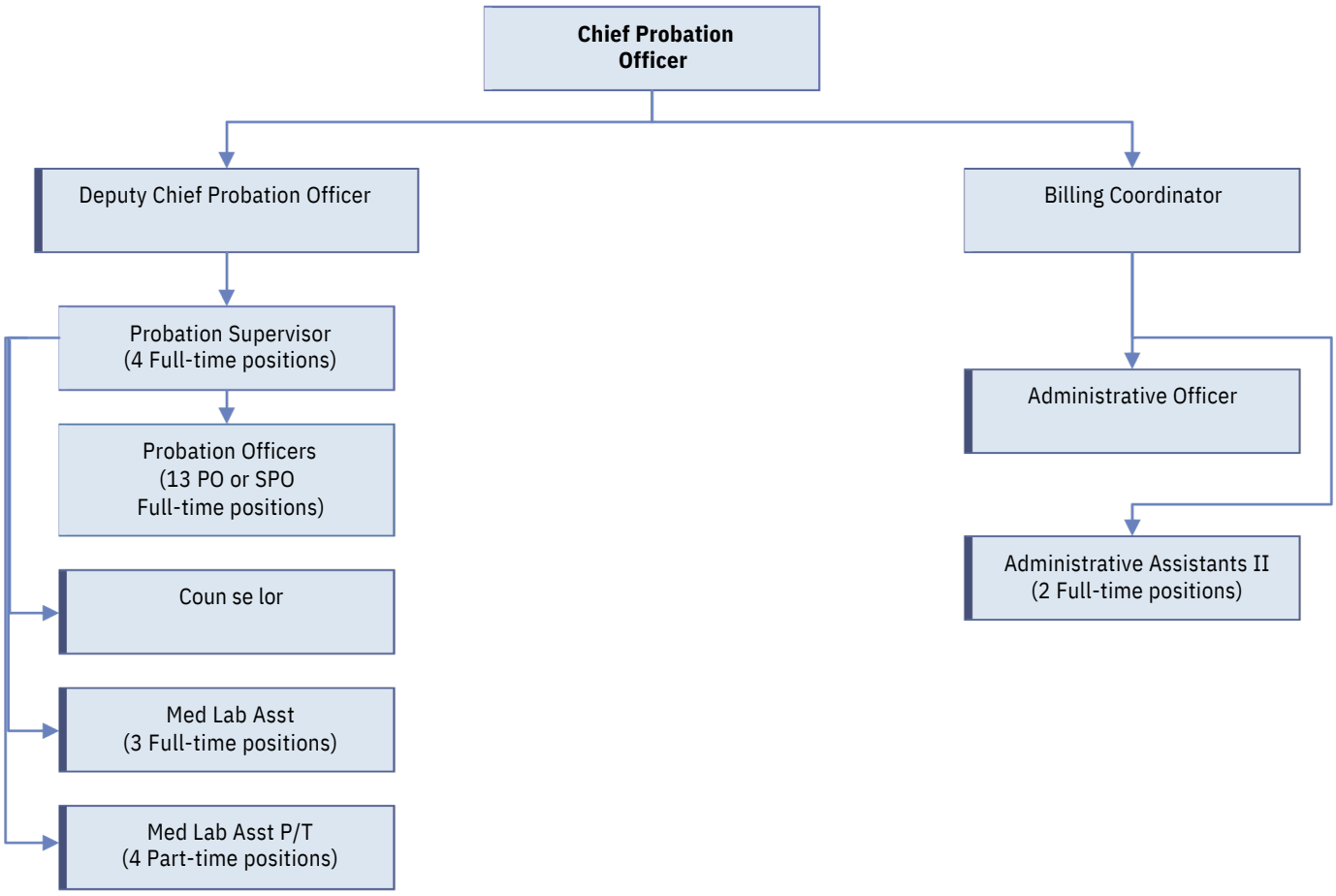


Total Authorized Positions
204 FT 10 PT

Appendix A.34

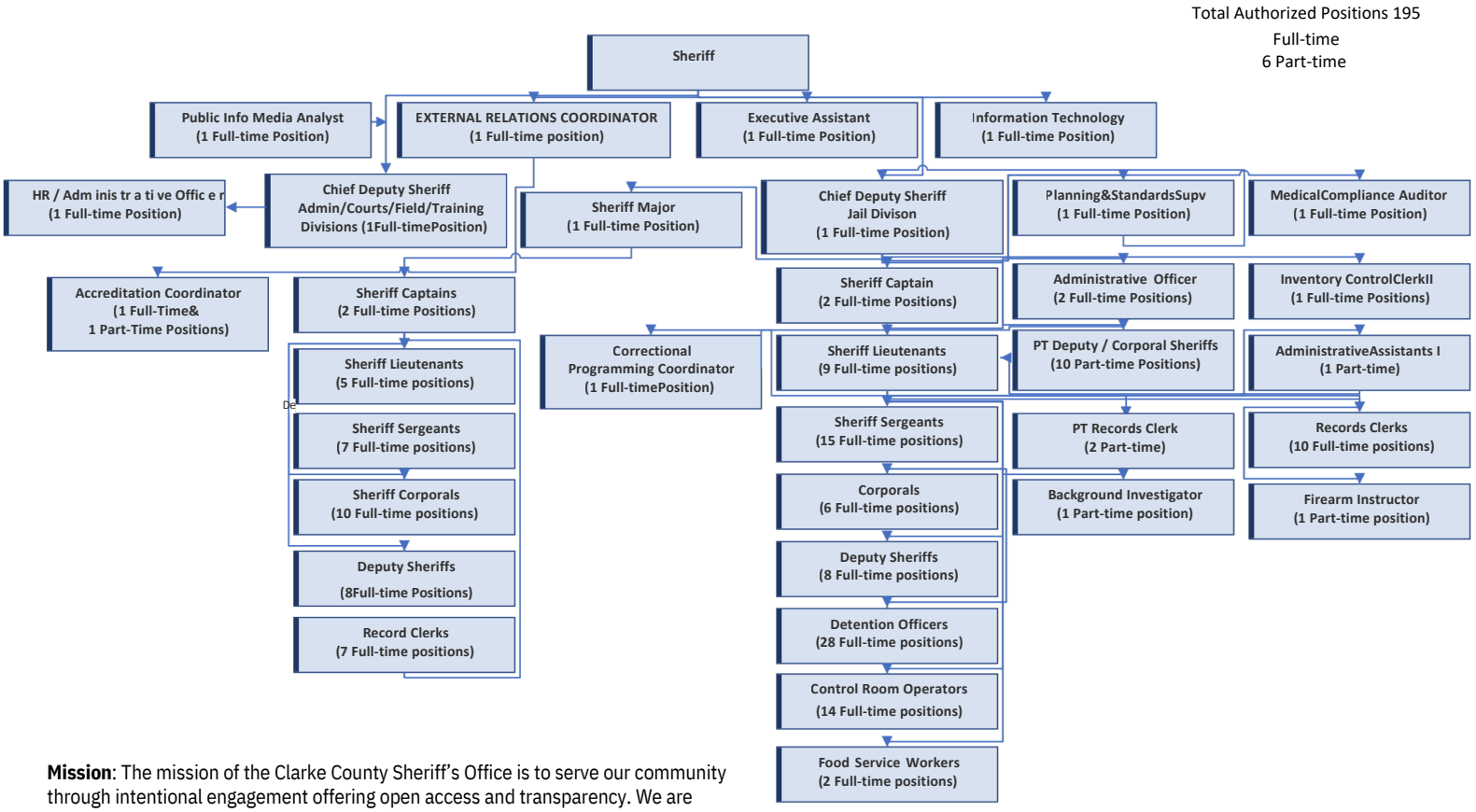
PROBATION SERVICES 2025

Total Authorized Positions
27 Full-time 4 Part-time



Appendix A.35

SHERIFF 2025



Mission: The mission of the Clarke County Sheriff's Office is to serve our community through intentional engagement offering open access and transparency. We are committed to conducting ourselves in a manner reflective of the public trust. We will perform the Constitutional and statutory mandates of the Office of Sheriff with the highest degree of competence, expertise, and professionalism. We will actively enforce the laws of our state and safely operate our detention facility using progressive, innovative, and humane practices. Our operations strive to rehabilitate those in custody returning citizens back into our community with hope and opportunity for a successful future.

FY26 Budget (General, Grants, Special Programs, and Sheriff Inmate Funds): $24,153,600

Percent Compensation: 67.13% ($16,215,400)

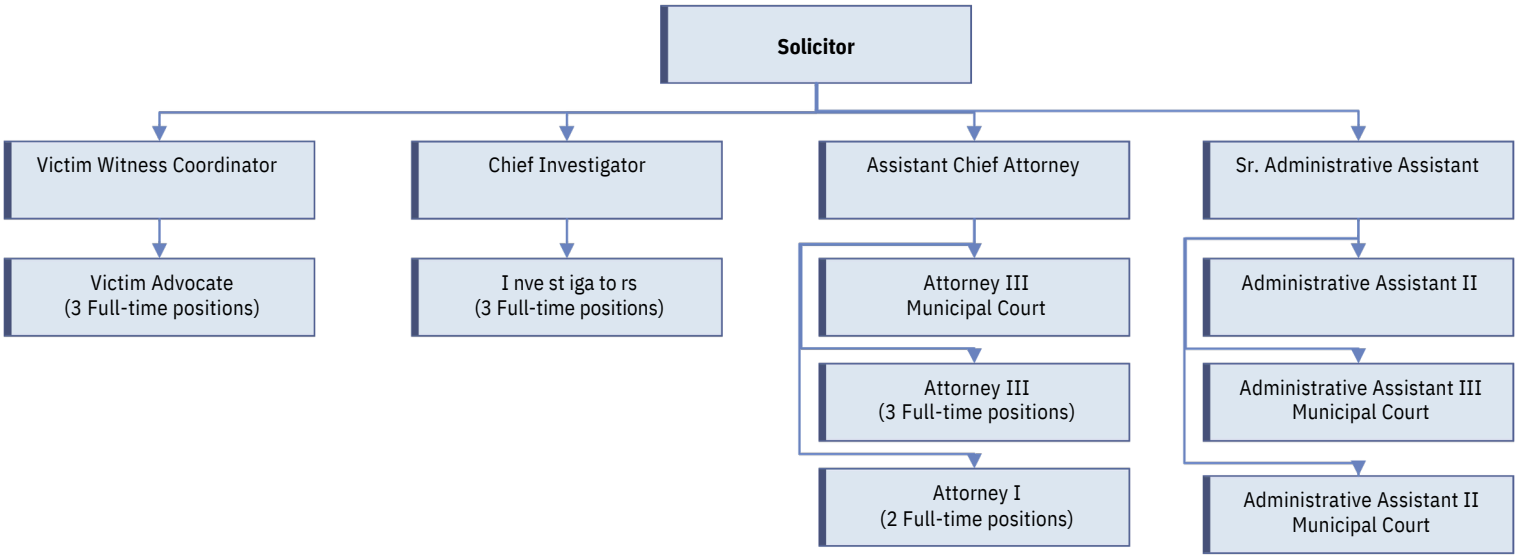
Capital Budget: $22,500

Appendix A.36

Total Authorized Positions

20 Full-time

SOLICITOR GENERAL 2025



Mission: "The mission of the Office of the Solicitor-General is to seek justice through the appropriate prosecution of misdemeanor criminal offenses under Georgia state law and criminal violations of local ordinances in the State Court of Clarke County, the Municipal Court of Athens-Clarke County, the Municipal Court of the City of Winterville, and the Magistrate Court of Clarke County. Seeking justice requires us to investigate cases in order to gather the necessary information upon which to base prosecutorial decisions. Through the exercise of prosecutorial discretion, we seek to allocate the resources of the office in the most efficient manner in order to secure justice by maximizing the rate of successful resolution of cases, through trial, plea, or dismissal (when appropriate), while minimizing the length of time required for final disposition.

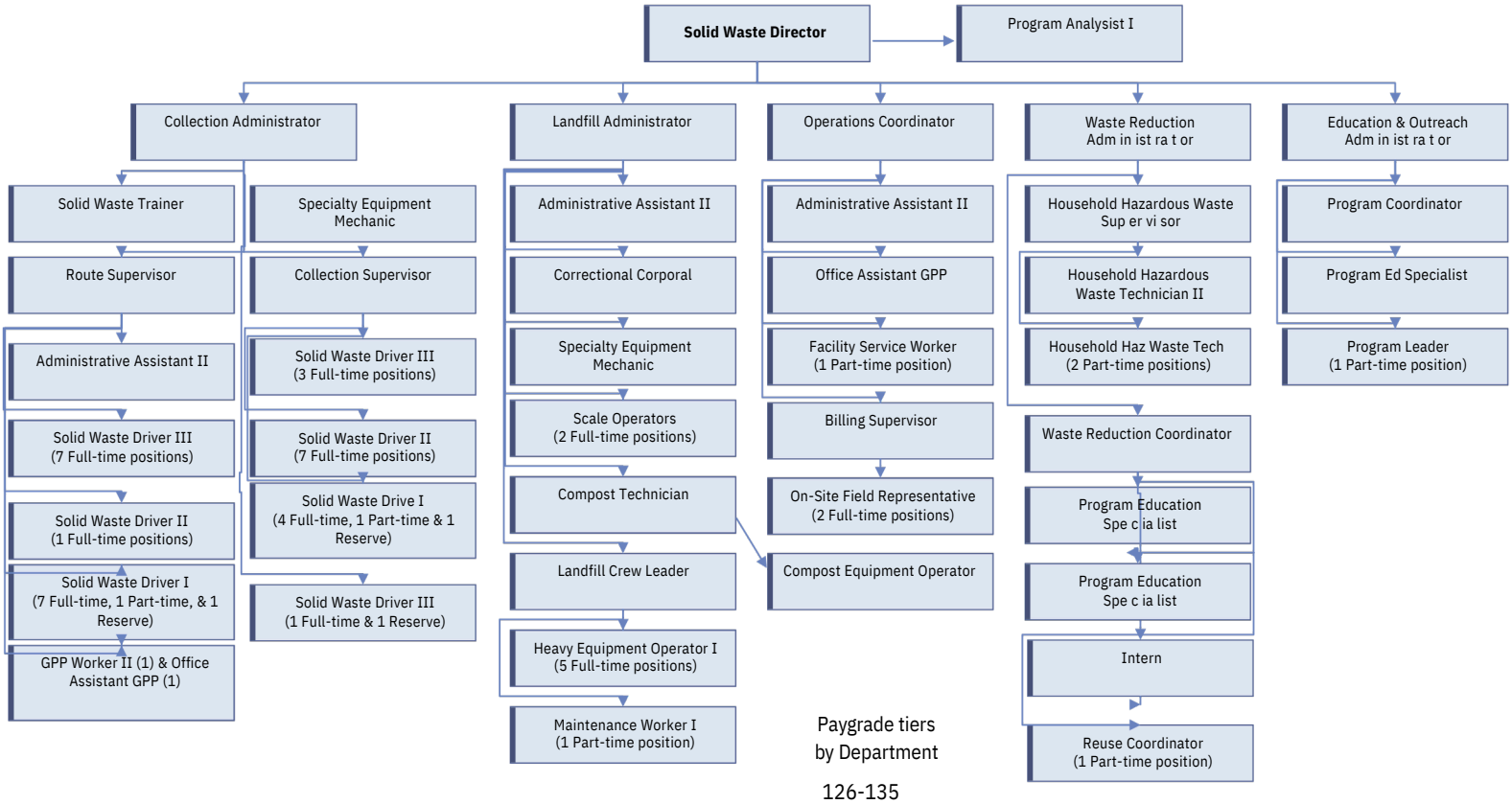
An important part of seeking justice for society is seeking justice for the individual victims of crimes. Accordingly, it is also the mission of the Office of the Solicitor-General to ensure that victims are given a voice in criminal proceedings by giving them a meaningful opportunity to express themselves through the judicial process. In order to achieve this mission, victims are provided with information about court dates and case status, education about victim compensation and restitution, and referrals to appropriate social service agencies. Additionally, we provide support for victims who face the emotionally difficult task of appearing and testifying in court.

Another important component of seeking justice, particularly in the prosecution of misdemeanor cases, is to avoid doing more harm than good. While we take a victim-centered approach to our cases, that does not mean we ignore the facts and circumstances that led a defendant to be involved in the criminal justice system. Substance abuse, mental health, childhood trauma, poverty, and a number of other factors must be considered in the resolution of any case to ensure that we are setting each individual on a path that leads away from the courthouse. Research has shown that when those factors are appropriately addressed, an individual is less likely to reoffend, and the community becomes that much safer as a result. To that end, our office heavily invests both time and resources in three distinct treatment & accountability courts to ensure that anyone with a diagnosed behavioral health disorder is referred to the appropriate treatment.

FY26 Budget (General, Special Programs, and Grants Funds): $1,807,800
Percent Compensation: 93.88% ($1,697,300)

Appendix A.37

SOLID WASTE 2025

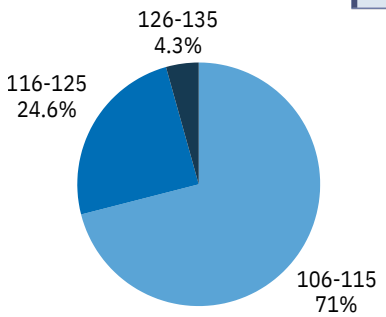


Mission: To efficiently deliver integrated material management through comprehensive and innovative collection, disposal, waste reduction and education services.

FY26 Budget (General, Landfill, Solid Waste Collection, and Grants Funds): $10,374,400
Percent Compensation: 50.28% ($5,216,000)

Capital Budgets (Landfill and Solid Waste Funds): $1,289,500

Paygrade tiers by Department



Total Authorized Positions *

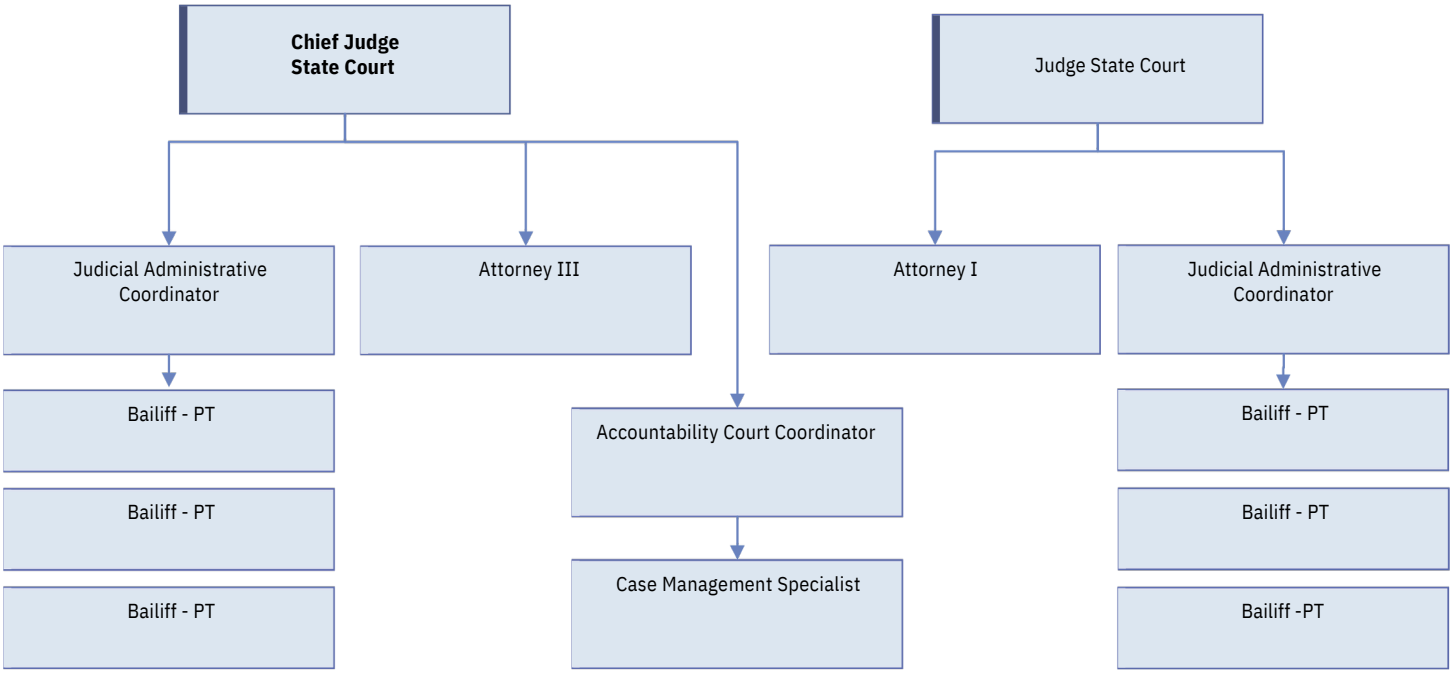
73 Full-time
12 Part-time

*Adding (3) Driver Positions & (1) Specialty Equip. Mechanic

Appendix A.38

STATE COURT 2025

Total Authorized Positions
8 Full-time
6 Part-time



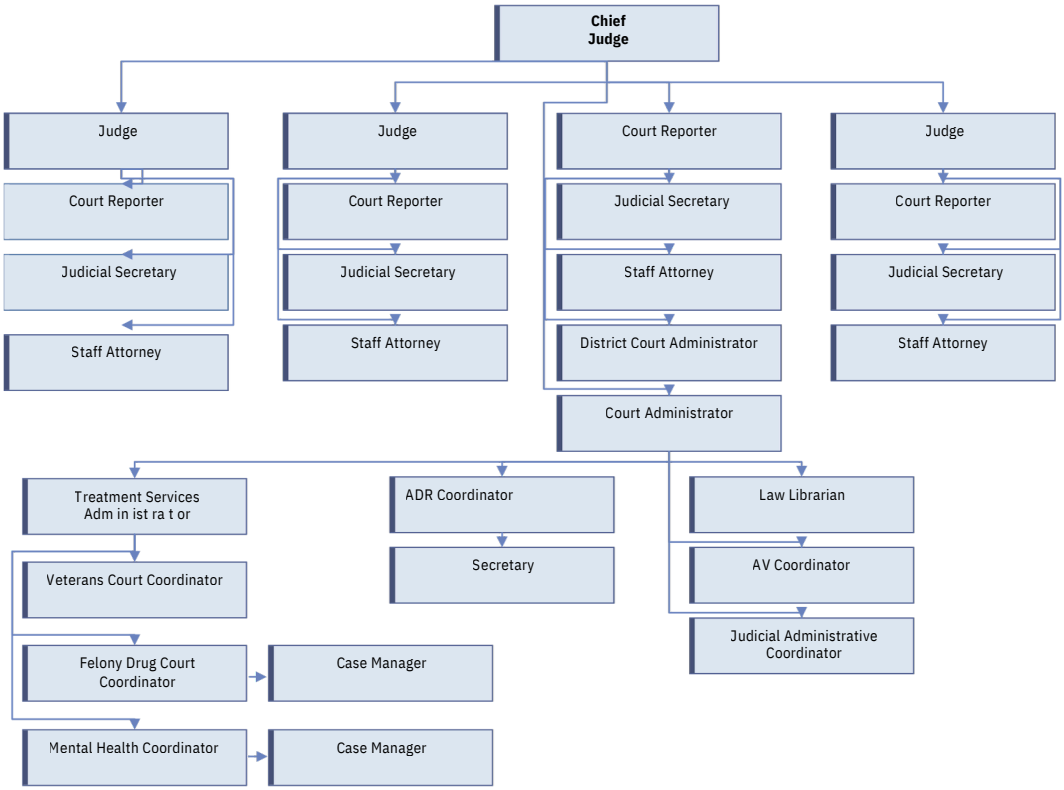
Mission: The Mission of the State Court is to preside over civil and criminal cases fairly, impartially, and consistent with the law and interests of justice. The Court seeks to handle all cases in a timely, efficient, and cost-effective manner and to treat all persons who appear in Court with dignity,
courtesy, and respect.

The DUI Treatment Court strives to promote public safety and save lives while focusing on justice-involved persons with substance use disorders in order to improve the quality of their lives and those around them. The DUI Treatment Court's mission is to provide early intervention for individuals with repeat alcohol and drug offenses. This includes enhanced community and legal supervision, substance use treatment, and continuing community support. An integral goal of the program is to give participants access to tools to live a substance- free life through treatment, recovery support, accountability, and local resources in hopes that they will continue to thrive.

FY26 Budget (General and Grants Funds): $1,117,400
Percent Compensation: 76.95% ($859,800)

Appendix A.39

SUPERIOR COURT 2025



Mission: Superior Courts: The mission of the Superior Courts is to provide for the timely, effective and legally correct resolution of civil disputes, criminal prosecutions, appellate and equity matters in the furtherance of justice and in compliance with the Constitution and the laws of the State of Georgia. The Superior Courts also supports and oversees the operation of programs and functions within the Superior Courts' authority.

Probation Services: The mission of Probation Services is to be a leader in community corrections, working with the judiciary and the community to create a safer society. Probation Services is committed to providing the courts with quality information while offering viable, cost-effective sentencing and pretrial options. Through a balance of compliance enforcement and treatment strategies, offenders are held accountable and afforded opportunities to become productive, law-abiding citizens. Probation Services provides offender management for Felony Drug Court, Treatment and Accountability Court, Veterans Court, DUI/Drug Court, and the Solicitor's Pretrial Intervention Program. Probation Services also operates the full-service Athens Drug Lab.

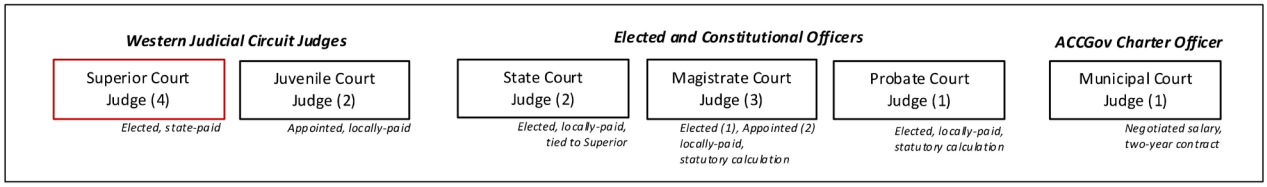
Felony Drug Court: The mission of the Western Judicial Circuit Felony Drug Court is to provide an alternative means for addressing substance abuse offenses through a judicially supervised regimen of treatment for chemically dependent offenders with the goal of yielding sober, law-abiding citizenry, thereby reducing the cost and negative effect on the community while resolving public safety issues.

Total Authorized Positions
40 Full-time
(Including probation)

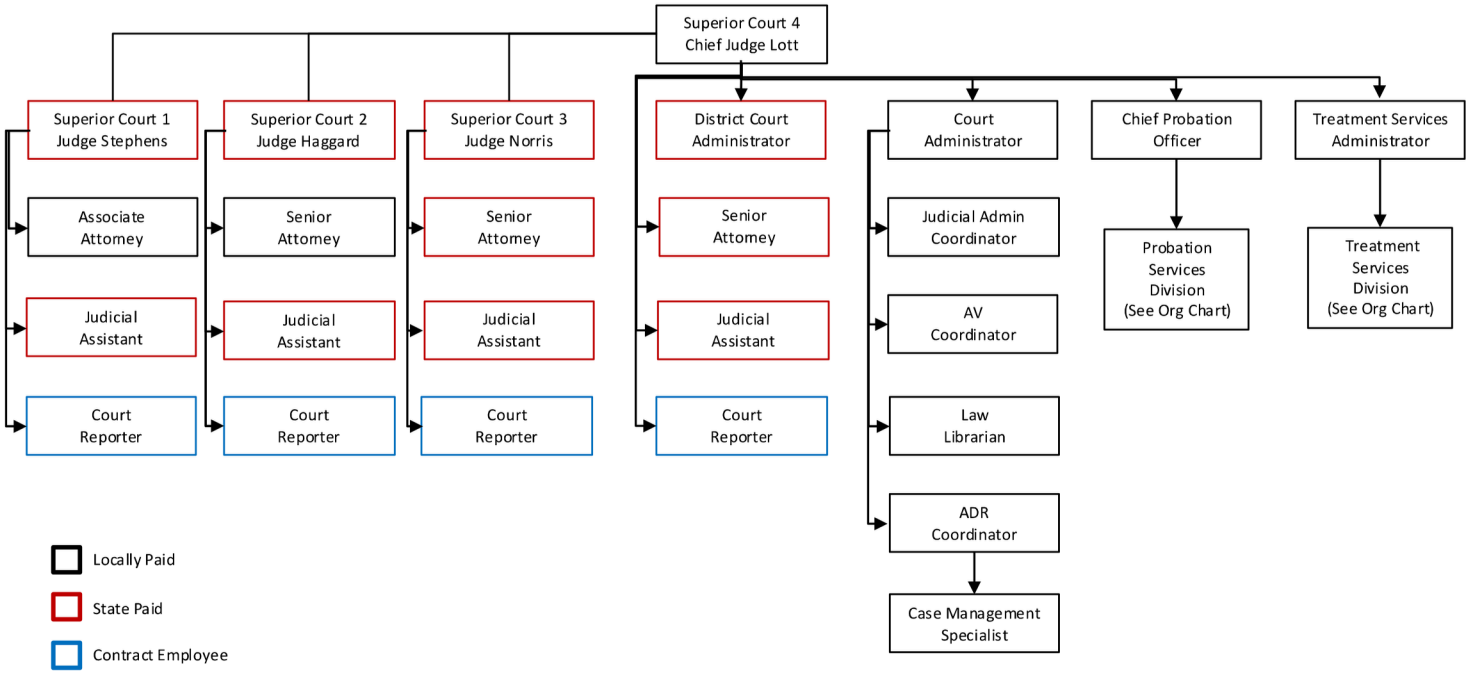
FY26 Budget (General, Alternative Disputes Res., Special Programs, and Grants Funds): $5,164,800
Percent Compensation: 73.12% ($3,776,700)

Appendix A.40

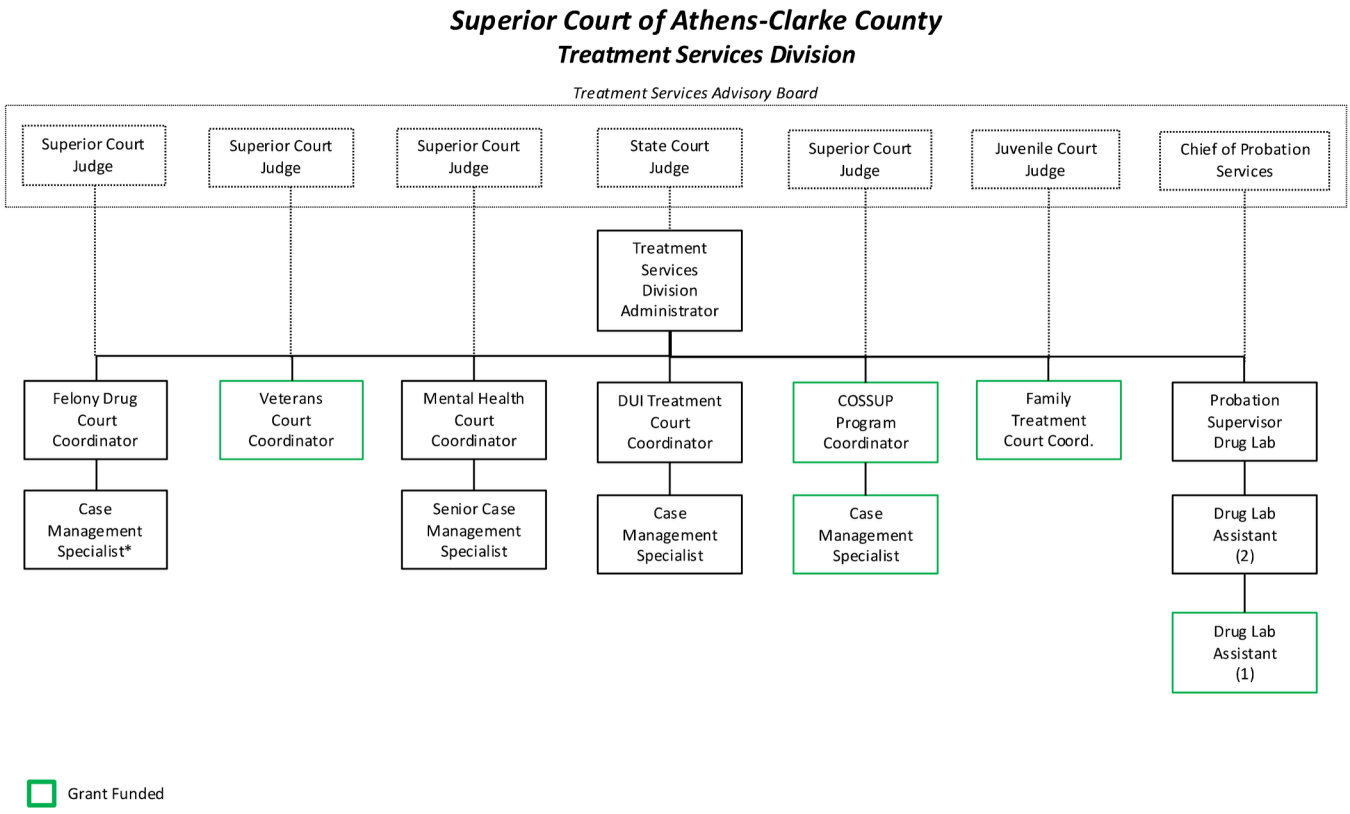
Athens-Clarke County Judiciary



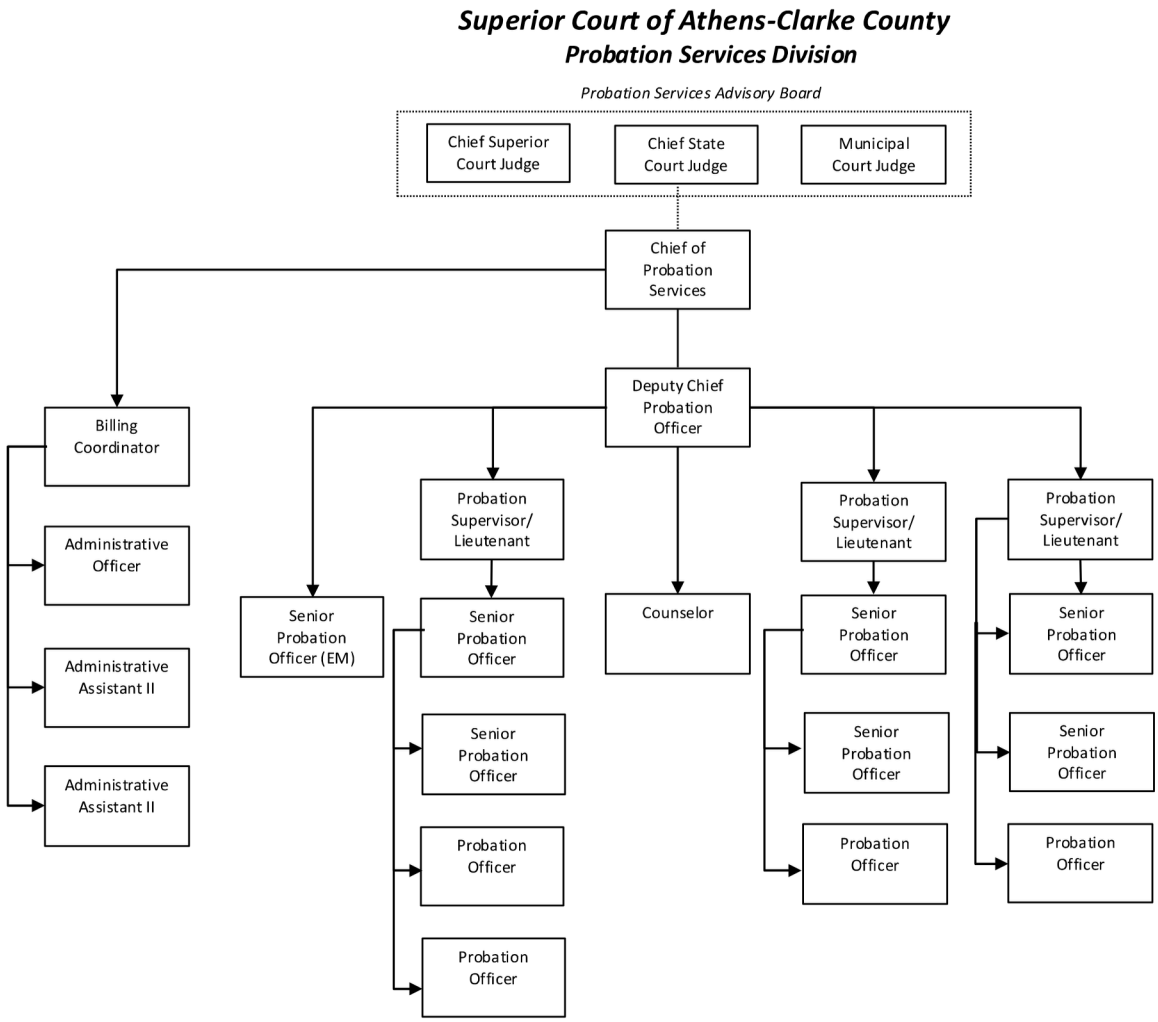
Superior Court of Athens-Clarke County



Appendix A.41

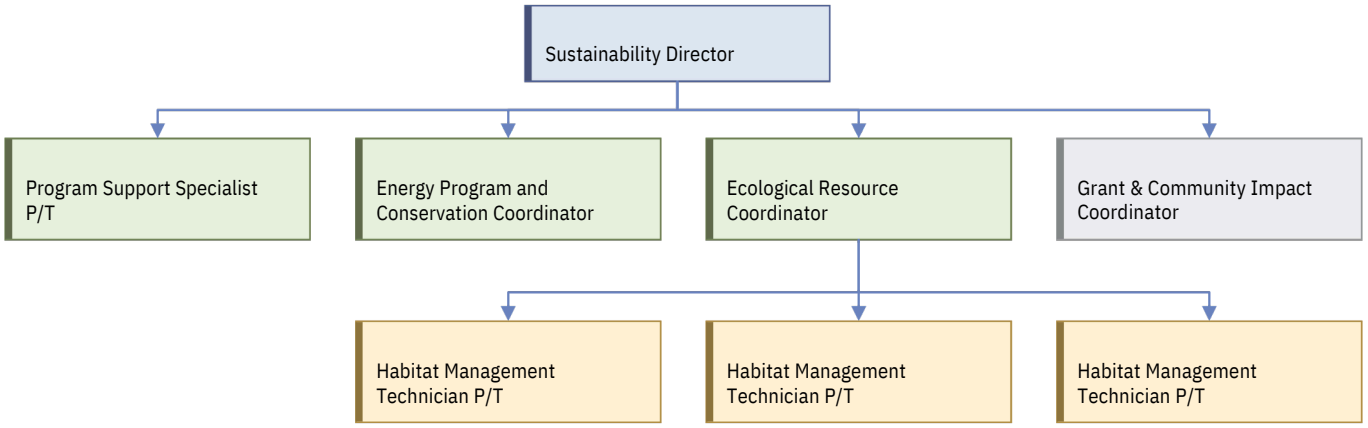


Appendix A.42



Appendix A.43

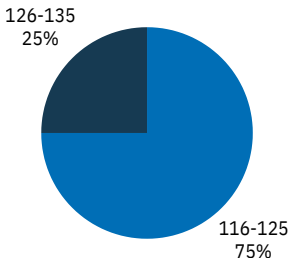
SUSTAINABILITY DEPARTMENT 2025



Mission: The mission of the Sustainability Department is the stewardship of public resources, promoting innovative practices and policies to reduce the Athens-Clarke County Unified Government's environmental footprint, grow the local economy, conserve ecosystem services, and foster a thriving community by networking staff, ideas, and resources across departments and throughout the community.

FY26 Budget (General, Grants, and Special Programs Fund): $772,300
Percent Compensation: 65.90% ($508,900)

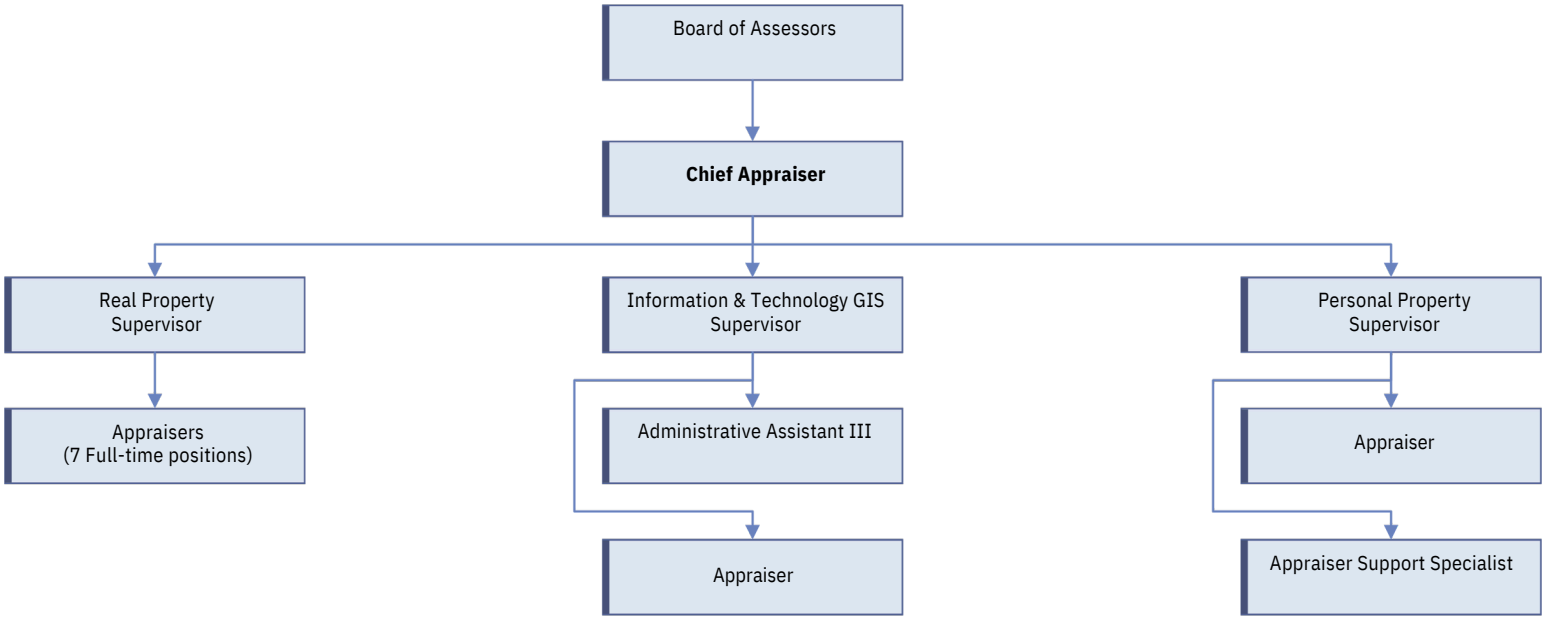
Paygrade tiers by Department



TOTAL AUTHORIZED POSITIONS
4 Full-time
4 Part-time

Appendix A.44

TAX ASSESSOR 2025



Mission: Appraise all property located in Athens-Clarke County at its fair market value to ensure that taxpayers pay no more than their fair share of property taxes.

- Achieve fair and equitable valuations of all properties within state mandated specifications.
- Produce a statutorily acceptable digest by August 1 of each year.

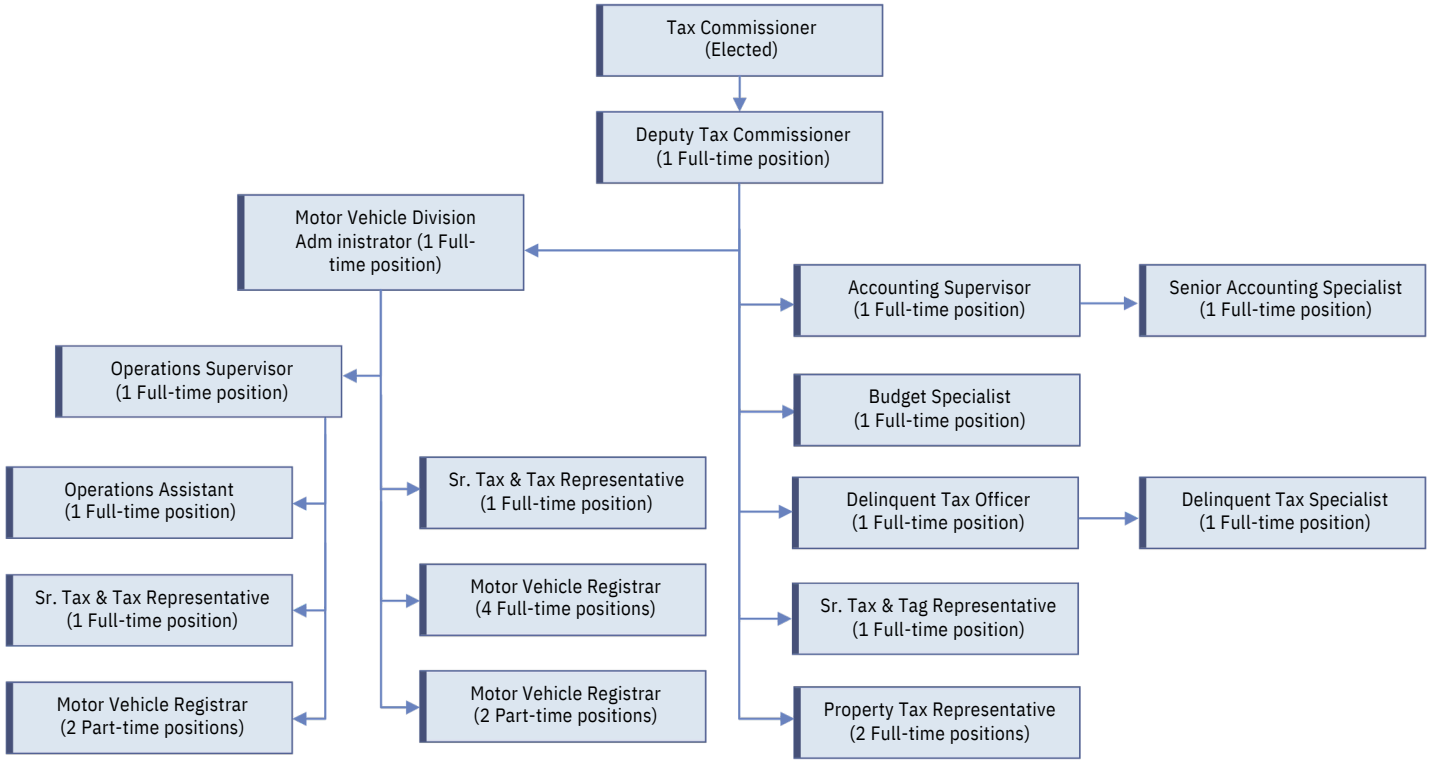
Total Authorized Positions
15 Full-time
Board Relationship: Direct

FY26 Budget: $1,424,600
Percent Compensation: 88.89% ($1,266,500)

Appendix A.45

TAX COMMISSIONER

March 30, 2025



Mission: "The overall goal of the Office of the Tax Commissioner is to provide effective service and accountable tax administration to the citizens of Athens-Clarke County in a fair and courteous manner.

The Property Tax Division is involved in the preparation of the digest, collection of ad valorem tax on real and personal property, disbursements of these collections to the levying authorities, and final audit of these transactions.

The Delinquent Tax Division's mission is to maximize collection of ad valorem tax by working with taxpayers in financial difficulty and maintaining an ongoing levy program. We use all legal measures to collect delinquent tax from those who willfully refuse to pay.

The Motor Vehicle Division - Services provided by this division are: (1) registration and titling of vehicles, collection, and disbursements of related taxes and fees; and (2) advising taxpayers of legal means of transferring vehicle ownership and proper registration and titling procedures.

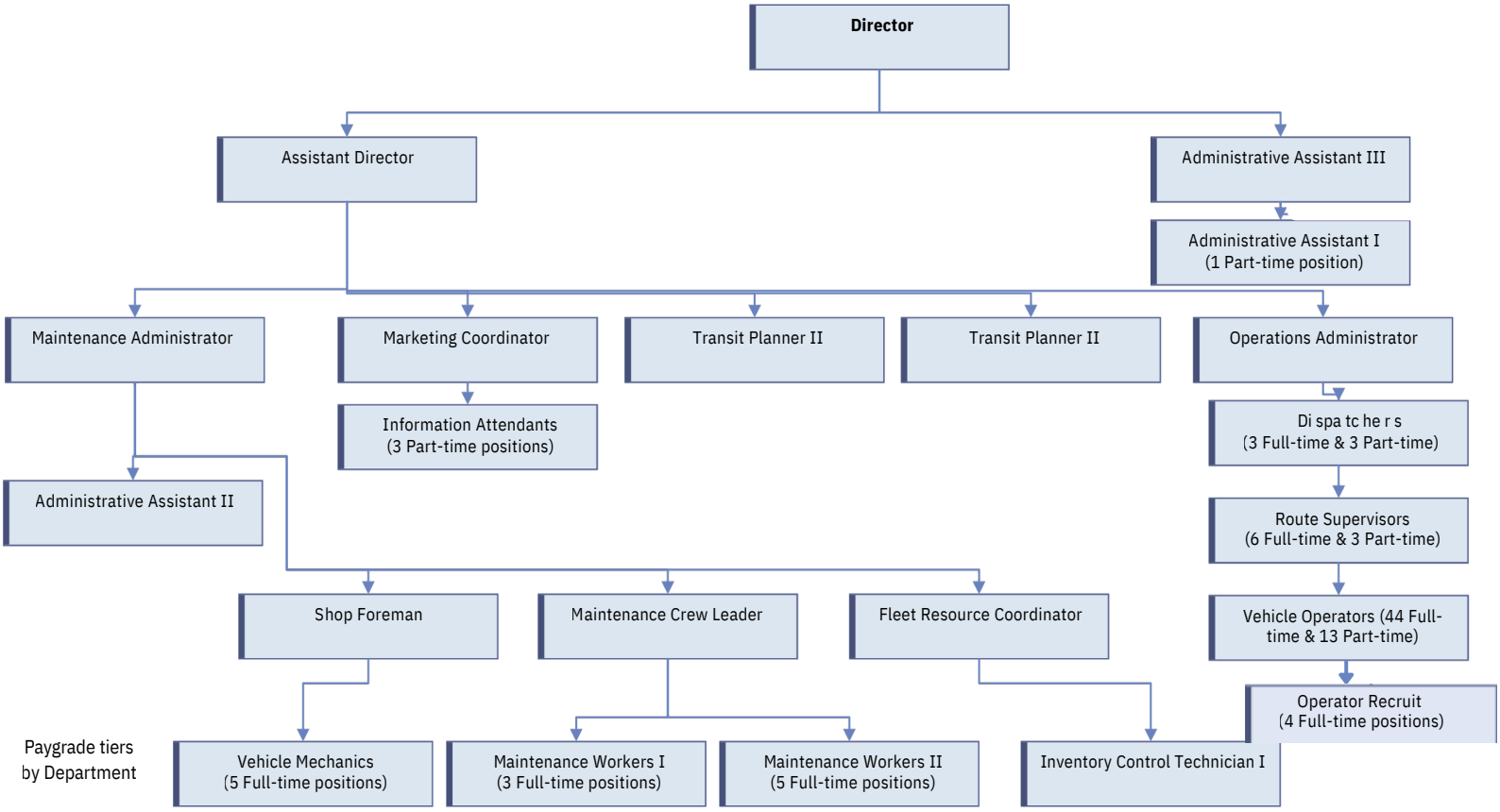
FY26 Budget: $1,721,900
Percent Compensation: 88.62% ($1,526,000)

Capital Budget: $100,000

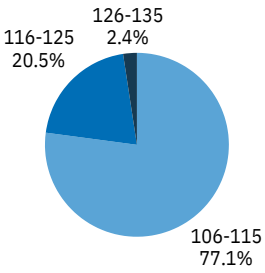
Total Authorized Positions
18 Full-time
2 Part-time

Appendix A.46

TRANSIT 2025



Paygrade tiers by Department



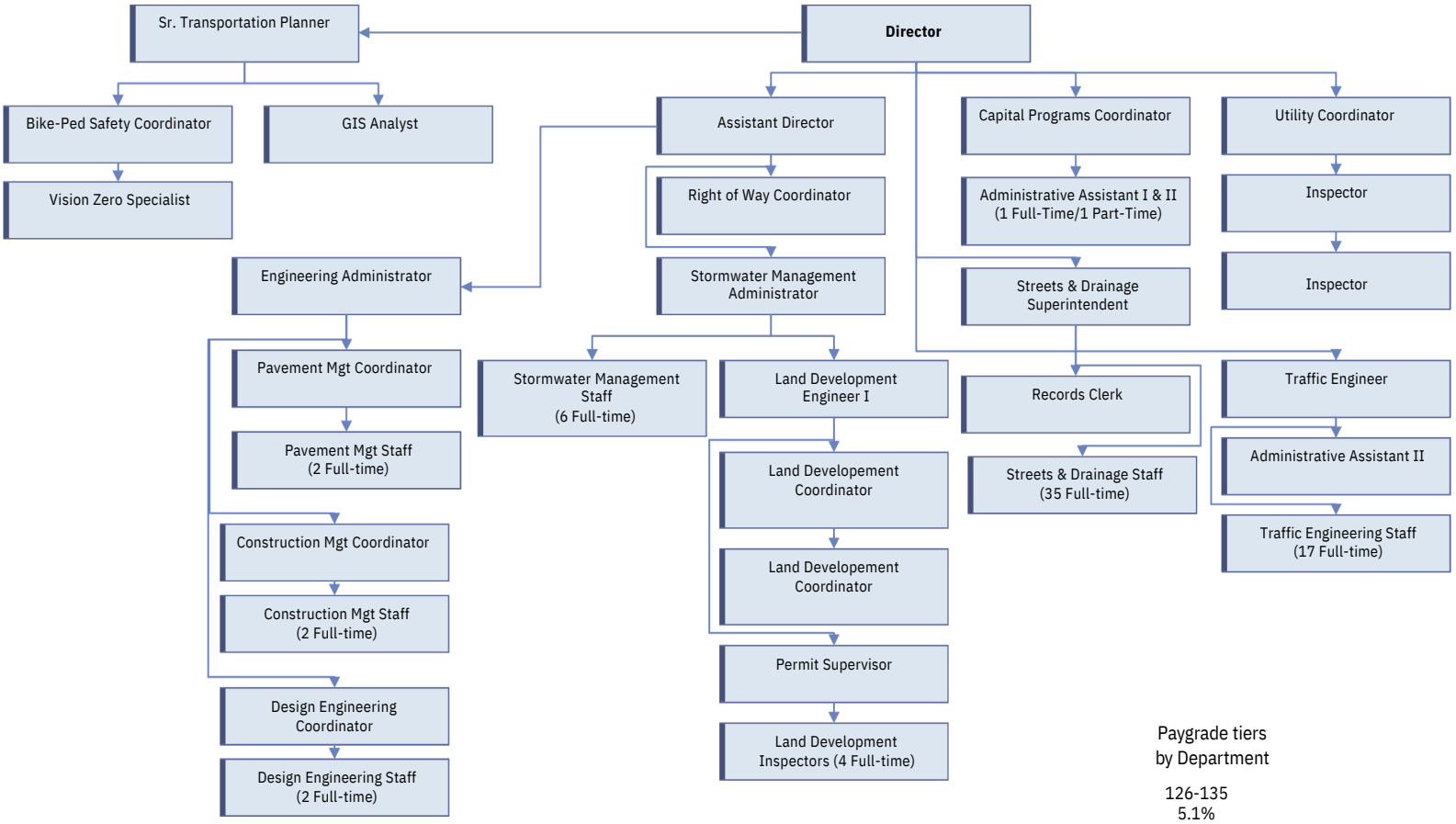
Total Authorized Positions
83 Full-time
24 Part-time

Mission: The mission of the Transit Department is to provide safe, courteous, and efficient public transportation services to the Athens-Clarke County community, and to achieve the Strategic Goals set forth by the Athens-Clarke County Mayor and Commission.

FY26 Budget (Transit and Grants Funds):
$8,141,800
Percent Compensation: 77.27% ($6,291,000)

Appendix A.47

TRANSPORTATION & PUBLIC WORKS 2025



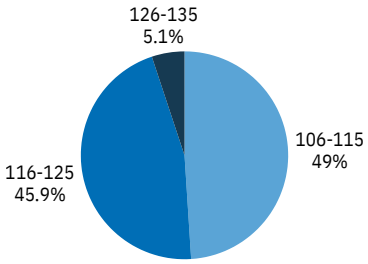
Mission: Transportation and Public Works is committed to ensuring a high quality of life for current and future generations of people living in Athens-Clarke County by providing safe and efficient multi-modal transportation systems throughout the entire county. Transportation and Public Works oversees the maintenance of efficient stormwater systems and promotes practices that support healthy streams and rivers.

FY26 Budget (General and Stormwater Funds): $11,236,000
Percent Compensation: 61.89% ($6,951,300)

Capital Budgets: $1,336,000

Total Authorized Positions
98 Full-time
1 Part-time

Paygrade tiers
by Department



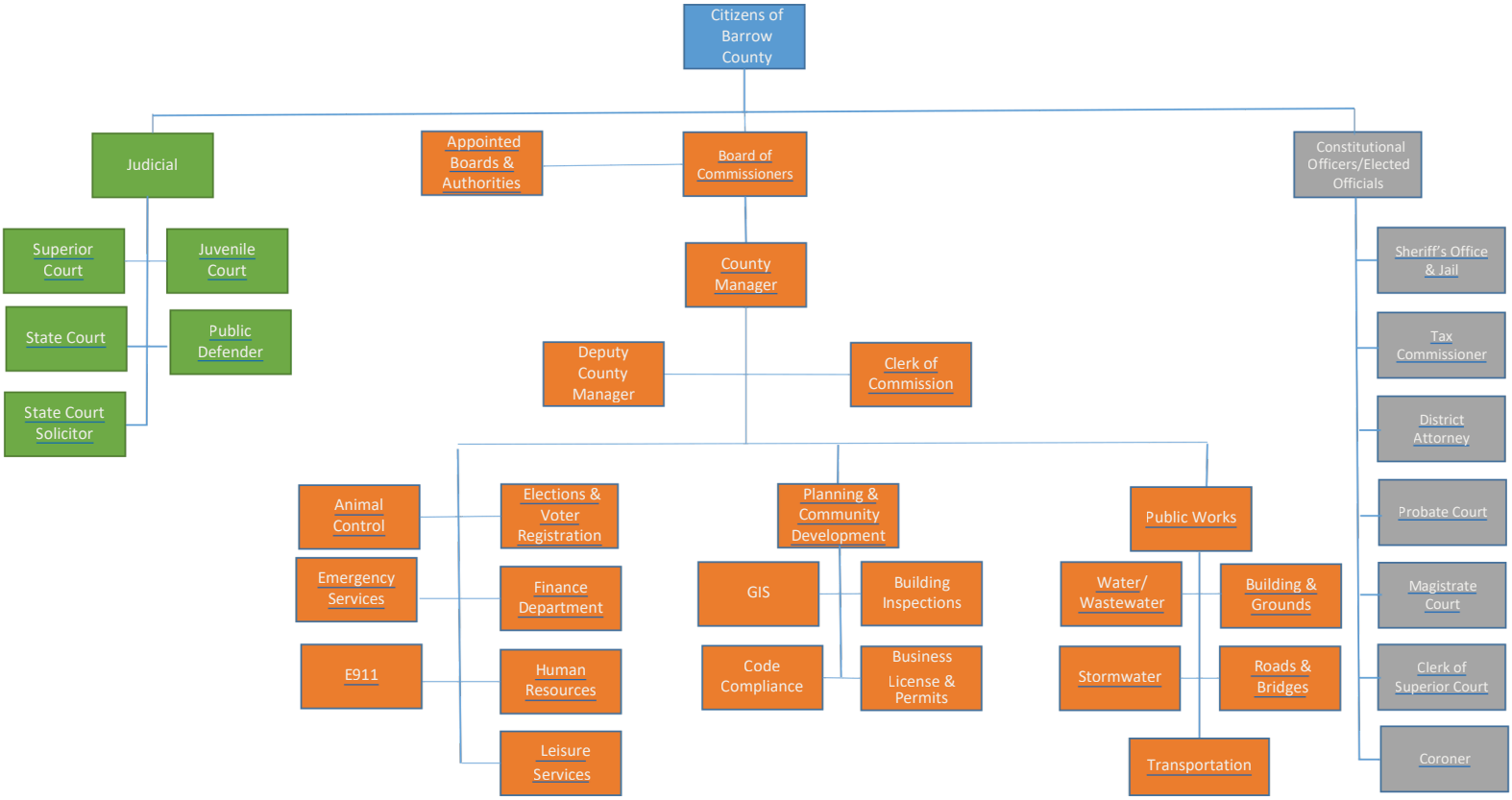
Appendix B
Manager's Office Departmental Supervisory Ratios*

Department	Total Avg. Staff/Supervisors	F/T Only Avg. Staff/Supervisors
Airport	5	1.75
Animal Services	5.33	5
Budget & Strategic Analysis	3	2.67
Building Inspections	8.67	8.33
Capital Projects	5	4
Central Services	6.33	5.5
Communications	3.5	4
Corrections	2.13	2.04
Economic Development	5	5
Elections	2.91	1.25
Finance	3.71	3.43
Fire	2.17	2.16
Housing & Community Dev.	1.89	1.89
Human Resources	4.71	3.57
Information Technology	5	4.8
Leisure Services	28.27	6.82
Manager's Office	7.25	7.25
Organizational Development	3	3
People & Belonging	6	2.5
Planning	6.33	3
Police	5.14	5.14
Public Utilities	15.21	14.5
Solid Waste	6.46	5.54
Sustainability	3.5	1.5
Transit	11.78	9.11
Transportation & Public Works	6.53	6.47
Total	163.82	120.22
Average	4.86	4.41

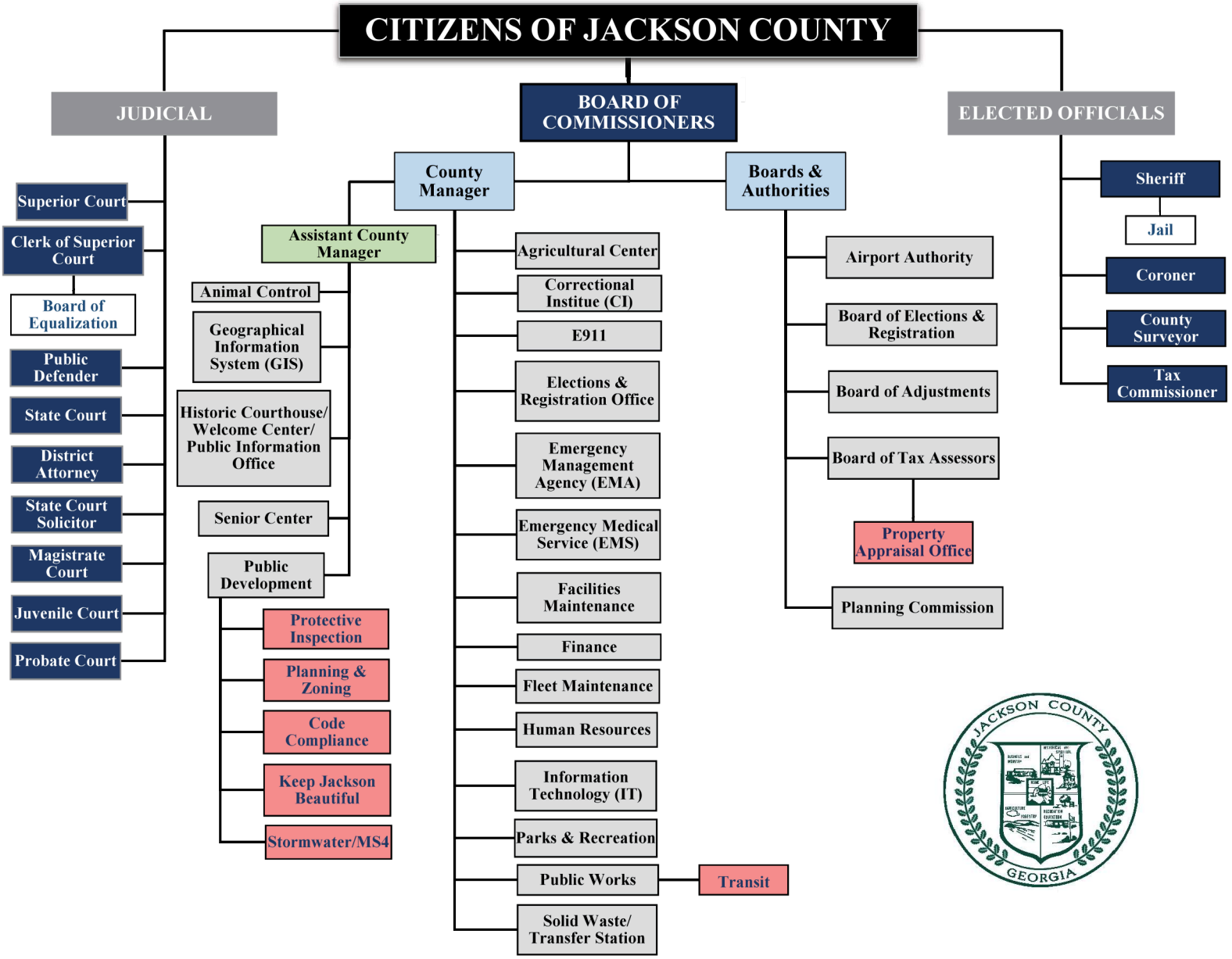
Legend
- Below average
- Above Average

*All department directors are in Manager's Office

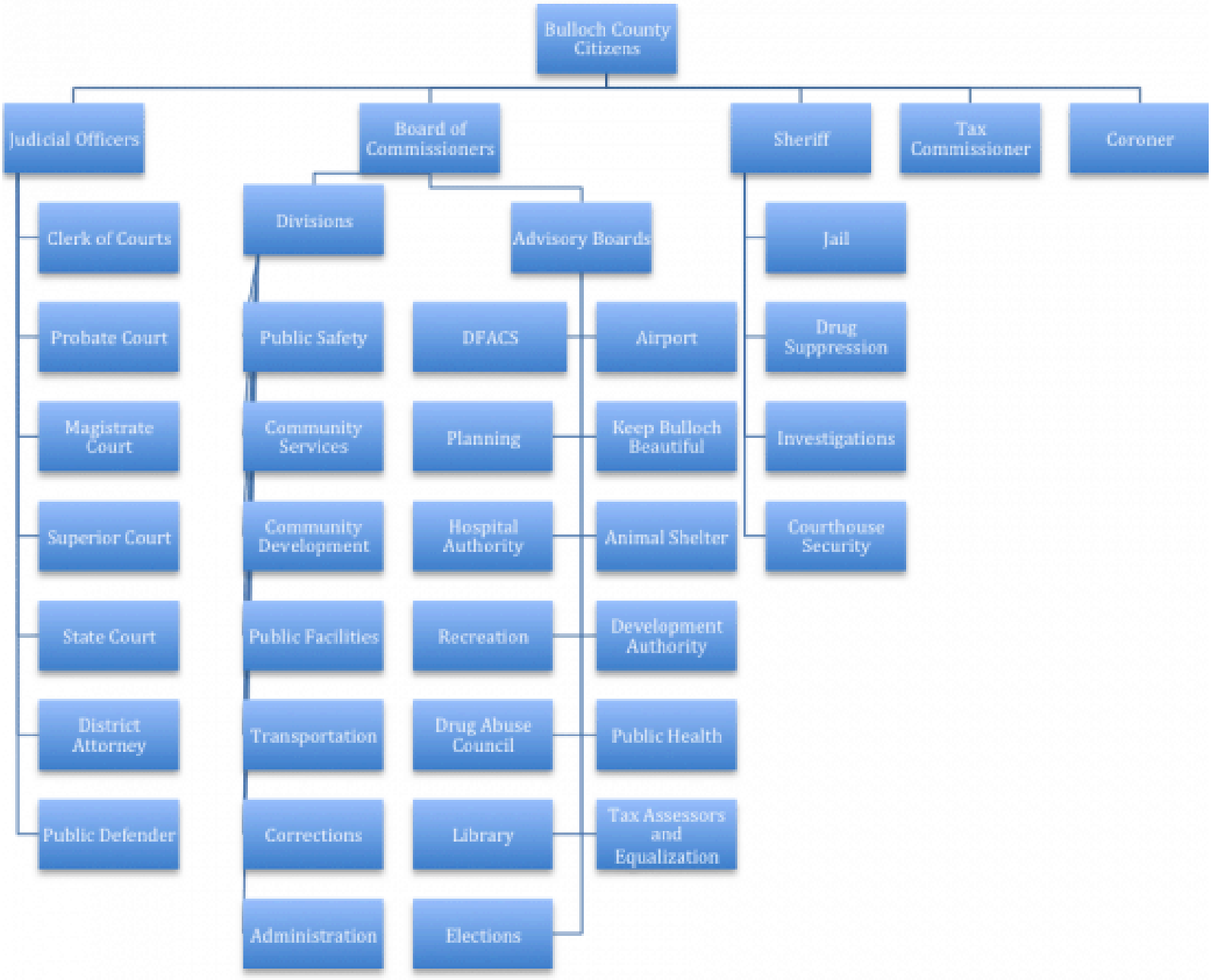
Appendix C
Comparative Organizational Structures - Barrow County



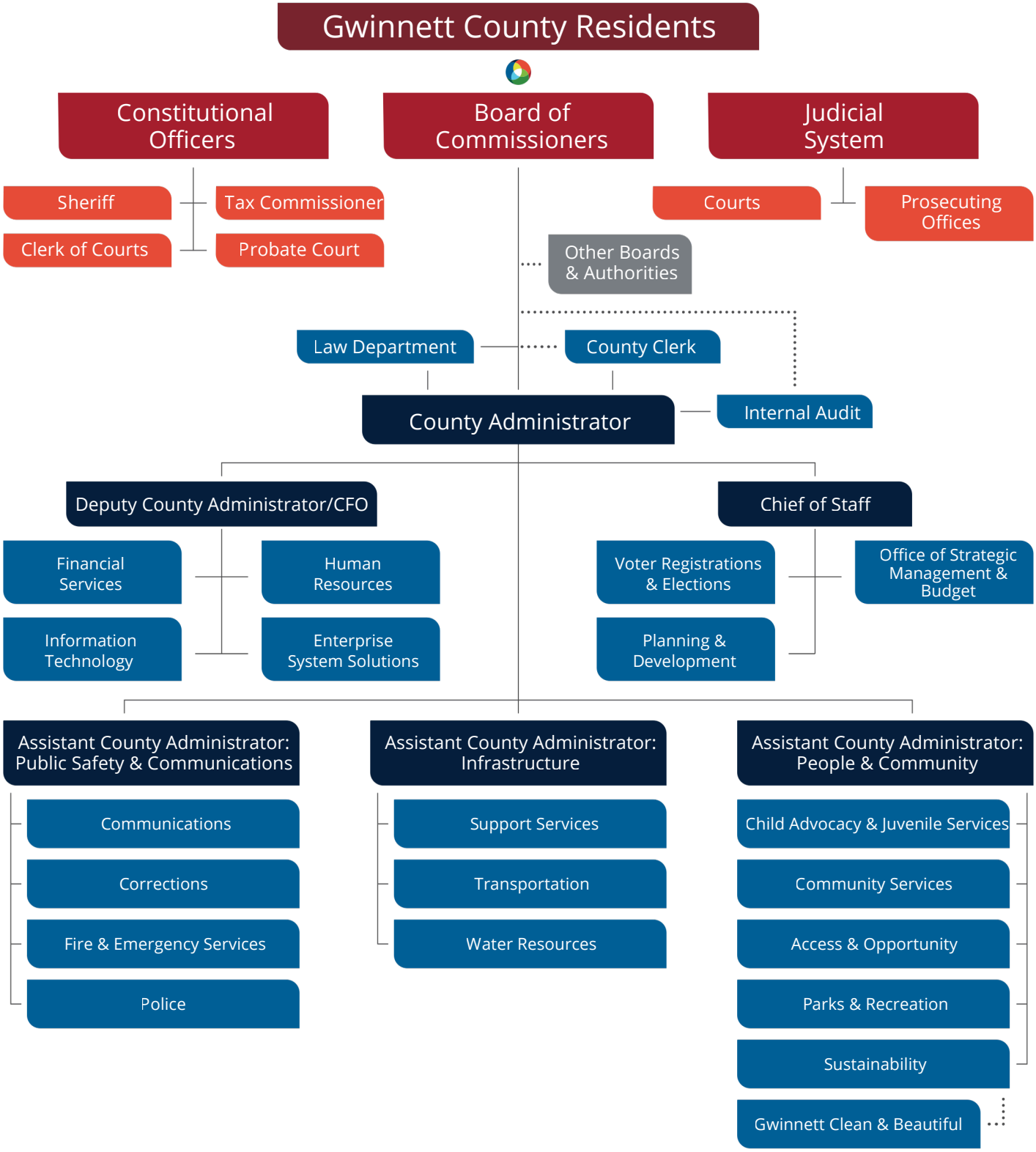
Appendix C
Comparative Organizational Structures - Jackson County



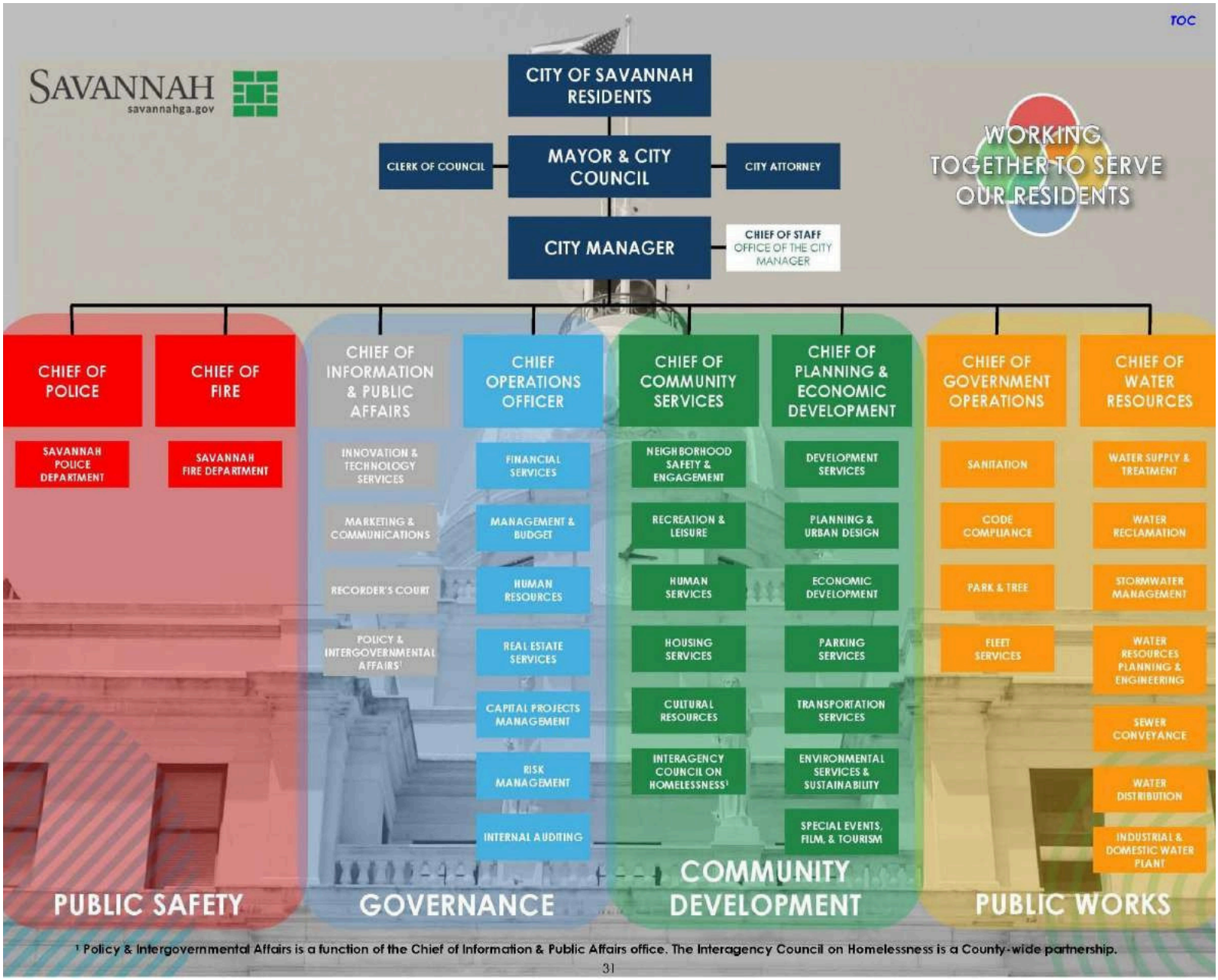
Appendix C
Comparative Organizational Structures - Bulloch County



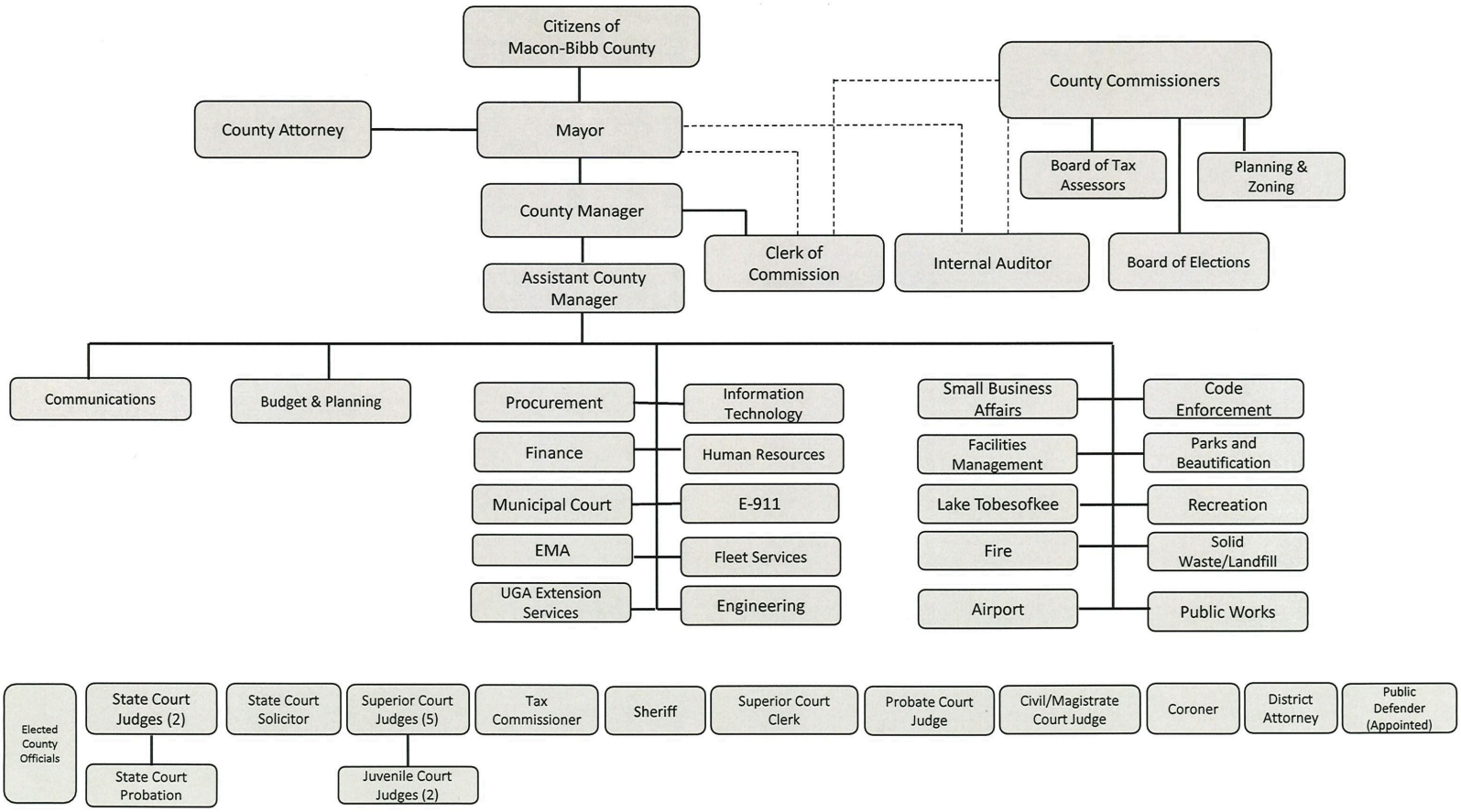
Appendix C
Comparative Organizational Structures - Gwinnett County



Appendix C
Comparative Organizational Structures - City of Savannah

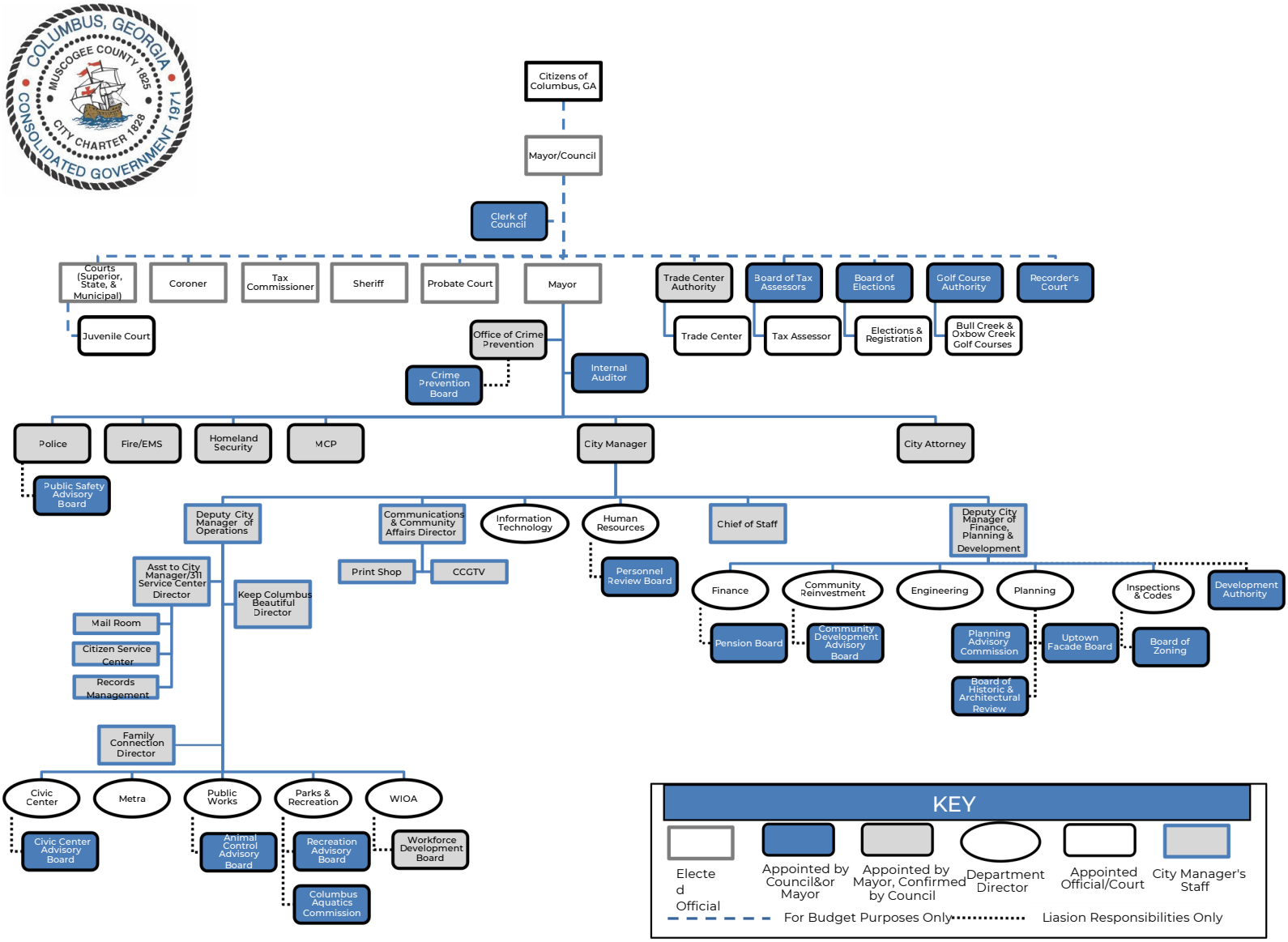


Appendix C
Comparative Organizational Structures - Macon Bibb County

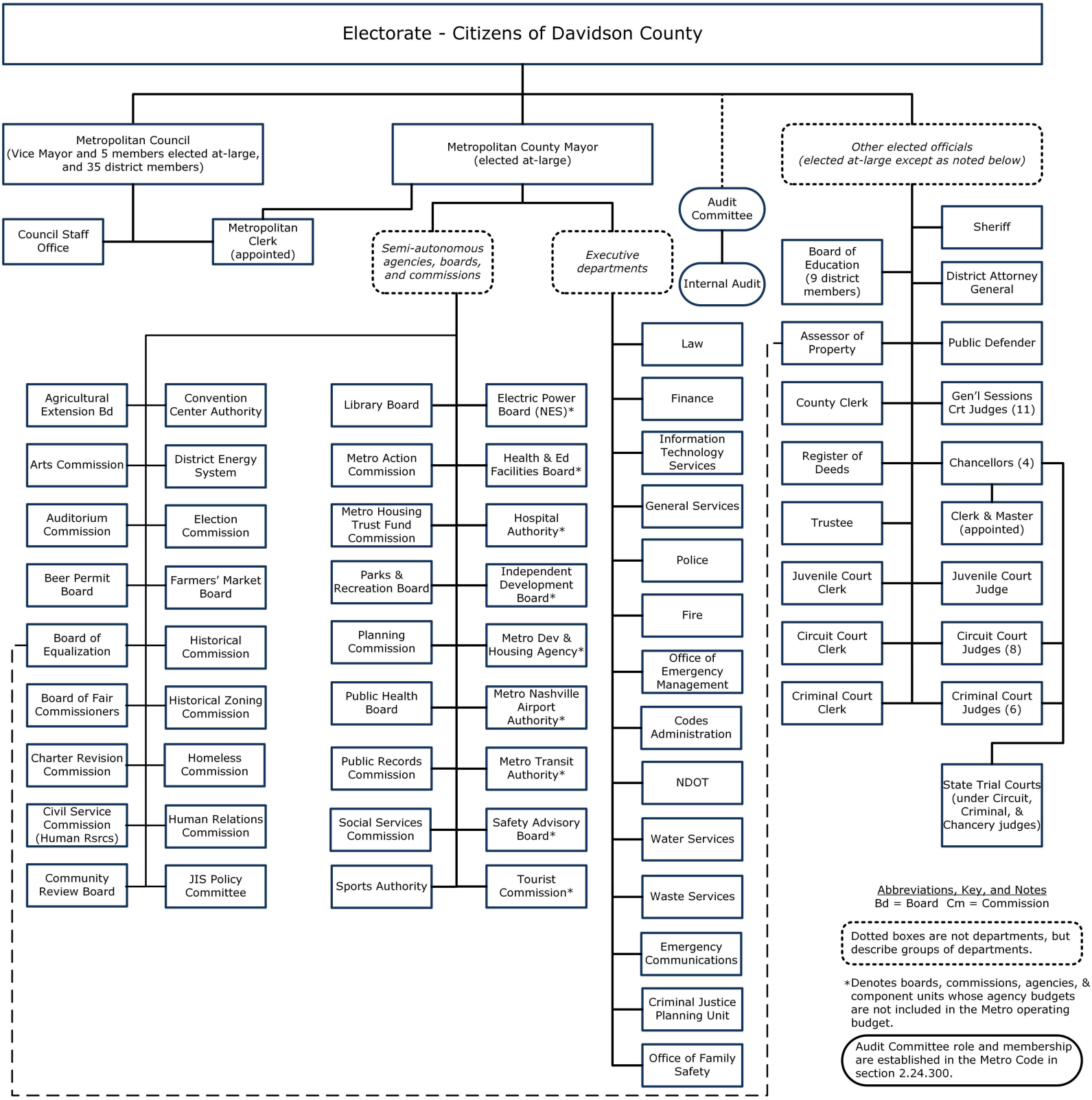


Appendix C
Comparative Organizational Structures - Columbus - Muscogee County

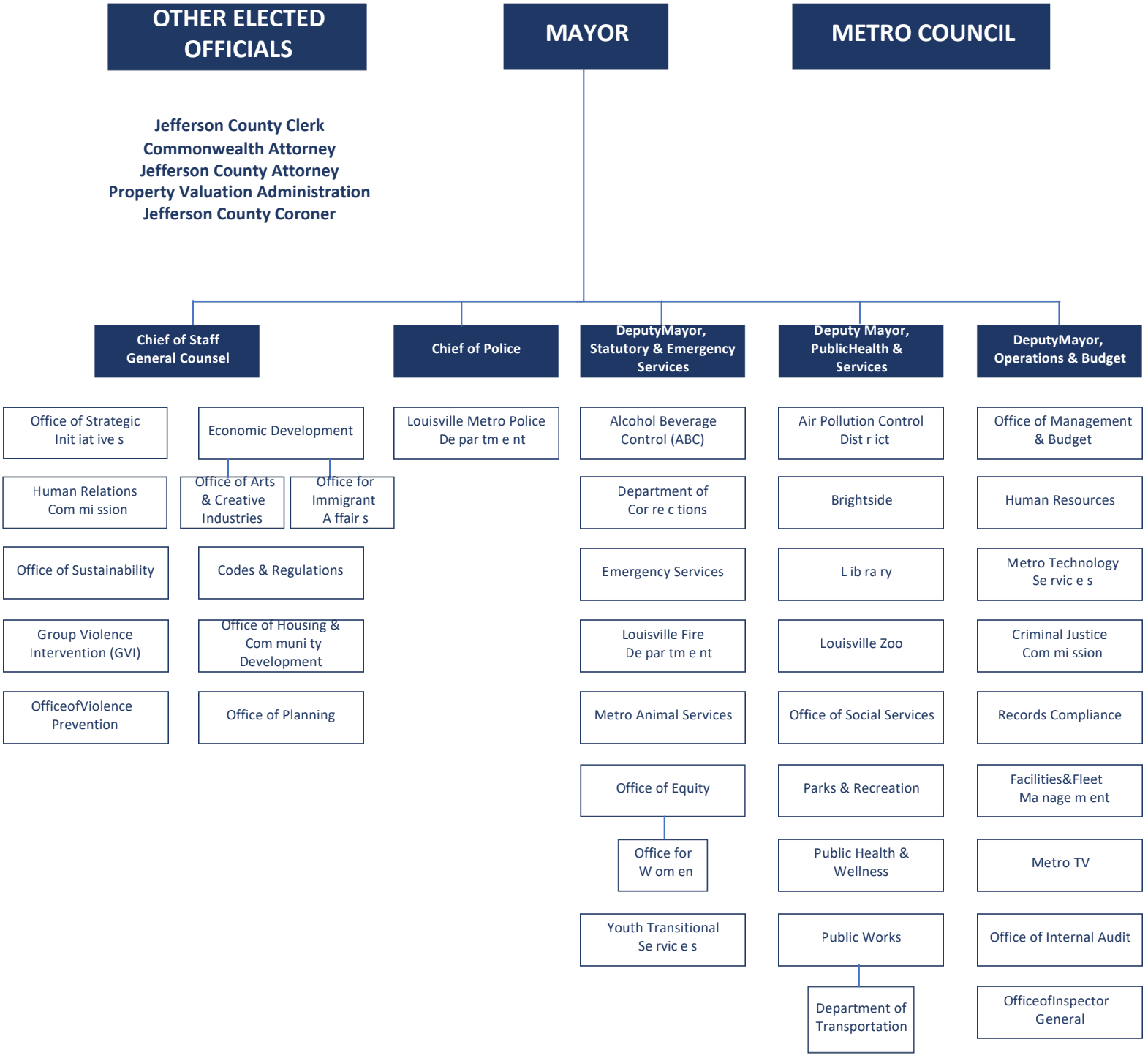
Columbus Consolidated Government Organizational Chart



Appendix C
Comparative Organizational Structures - Nashville Davidson County



Appendix C
Comparative Organizational Structures - Louisville Jefferson County



Appendix C
Comparative Organizational Structures - Leon County



Appendix D
FY26 - 28 Strategic Plan

FY26-28

STRATEGIC PLAN
GOALS, STRATEGIES AND INITIATIVES



GOAL AREA 1: GOOD NEIGHBORS

A. Proactively reform systems of accountability to reduce jail recidivism rates and plan for transition and returning residents

- **Initiative 1.A.1:** Train Care & Treatment staff to deliver behavioral-based programs to the Returning Citizens including Motivation for Change and Reentry Skills Building
- **Initiative 1.A.2:** Research and assess the viability of implementing an in-house Co-Responder Program with ACCPD clinicians
- **Initiative 1.A.3:** Allow Returning Citizens to develop skills under the supervision ACCGov employees in on-the-job opportunities around the county and within the Corrections campus while monitoring the skills in accordance with the Department of Labor's O*Net online resources
- **Initiative 1.A.4:** Create a tracking mechanism for recidivism
- **Initiative 1.A.5:** Expand partnerships to mitigate the impacts of homelessness within the community
- **Initiative 1.A.6:** Increase the number of veterans served with substance use and mental health disorders that have involvement in the criminal justice system by growing and creating community partnerships and educating the community about the benefits and positive impact of participation in Veterans Treatment Court to the community at large
- **Initiative 1.A.7:** Increase our ability to serve justice-involved individuals with substance use disorders through therapeutic, evidence-based care that empowers recovery, reduces recidivism, and promotes community safety
- **Initiative 1.A.8:** Increase the number of referrals to Family Treatment Court for parents with substance use disorders who have open cases with the Department of Family and Children Services where substance use is a significant factor in the case being opened
- **Initiative 1.A.9:** Increase the number of participants served in Family Treatment Court to provide substance abuse treatment, accountability and recovery services that will help develop healthy family relationships and reunification services for children in foster care
- **Initiative 1.A.10:** Provide quality substance abuse treatment, behavioral health treatment, and recovery support services in order to reduce foster care stays and involvement with the judicial system
- **Initiative 1.A.11:** Expand the Felony Drug Court by enhancing evidence-based treatment, peer support, and community partnerships to increase the census and reduce recidivism among high-risk/high-need felony offenders with substance abuse and co-occurring disorders
- **Initiative 1.A.12:** Implement and Expand the COSSUP Program to Support Community-Based Substance Use Disorder Treatment and Prevent Recidivism

B. Decrease crime and enhance public trust through collaborative strategies between the police and the community, especially to target a reduction in gang activity

- **Initiative 1.B.1:** Engage with community groups, neighborhoods, faith groups, etc.

C. Use funds from National Opioids Settlement and other resources to reduce negative effects of drug use on the community

- **Initiative 1.C.1:** Expand partnerships to mitigate the impacts of opioid crises **Initiative 1.C.2:**
- Prioritize enrollment of unhoused individuals in COSSUP and support those participants until they are able to obtain stable housing

GOAL AREA 2: IDENTIFY AND CLOSE GAPS IN PARTNERSHIP WITH THE COMMUNITY

A. Partner to develop tools and relationships to increase awareness of and access to Athens' workforce and workplace development opportunities

- **Initiative 2.A.1:** Turntable Revolving Loans for Small Business - Joint Development Authority
- **Initiative 2.A.2:** Proactive Targeting and Recruitment
- **Initiative 2.A.3:** Solidify transition plan for Manufacturer's HR Committee, while maintaining listserv and continuing to share resources and information with group
- **Initiative 2.A.4:** Assist industry partners and Career Academy with Biomanufacturing Pathway effort

B. Build and maintain two-way information pipelines through relationship building and resident engagement

- **Initiative 2.B.1:** Support Boards, Authorities, and Commissions (BACs) as vehicles for education, information sharing, and engagement in decision-making
- **Initiative 2.B.2:** Develop common practices, policies, and procedures and train all Board, Authority, and Commission (BAC) members and department liaisons
- **Initiative 2.B.3:** Develop a solutions-based outreach program to provide interactive information and resources to the community, prioritizing areas of highest need
- **Initiative 2.B.4:** Increase education in the business community through partnerships such as the Chamber of Commerce, Athens Area Apartment Association, Downtown Athens Business Association
- **Initiative 2.B.5:** Pursue local partnerships with economic development agencies, business leaders, and community groups

GOAL AREA 3: ORGANIZATIONAL IMPROVEMENT

A. Develop strategies to recruit, reward, and retain high performing employees, both internally and externally, including individuals coming out of the justice system

- **Initiative 3.A.1:** Compile, analyze, and respond to changes in applicant demographic data and ACCGov workforce demographic data
- **Initiative 3.A.2:** Compile and analyze retention data by department on a monthly basis; make recommendations as needed. (Compensation & Payroll Division, Employment Division)
- **Initiative 3.A.3:** Establish formal relationships for recruitment of applicants, interns, and work-based learning students from UGA, Clarke County School District, Piedmont College, Athens Technical College, and University of North Georgia
- **Initiative 3.A.4:** Implement annual pay increases in the form of Table Adjustment, Market Adjustment, and Pay for Performance for the Unified Pay Plan and Public Safety Pay Plans. Effectively communicate methodology and rationale to all internal stakeholders
- **Initiative 3.A.5:** As a fiduciary entity, improve retirement benefits and asset portfolios to include design change recommendations to future Defined Benefit/ Deferred Compensation offerings to meet recruitment and retention needs for a 21st Century workforce
- **Initiative 3.A.6:** Create and distribute Total Reward / Compensation Statements to all employees annually, highlighting the total cost of benefits and compensation provided by ACCGov through salary, health insurance contributions, basic life insurance, short term disability coverage, wellness initiatives and incentives, health reimbursement account funding, pension funding, and deferred compensation matching

B. Create a culture for high performance: increase interdepartmental collaboration, events, better cross-departmental workforce strategy

- **Initiative 3.B.1:** Leverage opportunities to measure progress and improve processes
- **Initiative 3.B.2:** Develop centralized IT policy platform. Ensure that staff are following proper procedures and providing consistent service
- **Initiative 3.B.3:** Invest in the professional development of ACC poll workers through a monthly informational and training newsletter
- **Initiative 3.B.4:** Build a framework for the cultivation of embodied behaviors that support the vision of ACCGov
- **Initiative 3.B.5:** Measure the effectiveness of Customer Service training and employee performance
- **Initiative 3.B.6:** Conduct Succession planning workshops

GOAL AREA 4: QUALITY, STABLE, AFFORDABLE HOUSING FOR ALL

A. Implement recommendations from the 2023 Minority and Women-Owned Business Enterprise Disparity Study

- **Initiative 4.A.1:** Increasing awareness of available minority and women vendors and the available product lines and services they provide through the development of a Minority Business Enterprise and Women Business Enterprise Vendor Availability Database
- **Initiative 4.A.2:** Increasing Minority and Women Business Enterprise utilization in construction and A&E contracting
- **Initiative 4.A.3:** Monitoring, evaluating, and reporting on Minority and Women Business Enterprises (hereafter "M/WBE") participation and contract compliance with the provisions of the ACCGov Business Inclusion Policy

B. Update zoning code and development standards to enable diverse, affordable housing options that meet community needs, and identify funding/resources to support these efforts.

- **Initiative 4.B.1:** Develop and maintain future land use analysis and mapping to inform land use policy development and implementation in compliance with State of Georgia Qualified Local Government (QLG) standards
- **Initiative 4.B.2:** Leverage resources in the Fire Marshal's Office to facilitate high-quality, higher-volume reviews of building plans, life safety inspections, and fire code investigations

C. Preserve and increase the supply of affordable housing, and improve equitable housing opportunities in identified disinvested or underinvested areas

- **Initiative 4.C.1:** Leverage relationship with the Neighborhood Leaders group to tell the HCD story
- **Initiative 4.C.2:** Develop an annual one-page graphic that highlights HCD's accomplishments (This would help present community data in a humanized and digestible way)
- **Initiative 4.C.3:** Provide technical assistance to subrecipients for any Concerns or Findings determined to successfully close out monitoring process by December 31st of each year
- **Initiative 4.C.4:** Increase the eligible scope of work and award per unit for rehabilitation activities by allocating more CDBG funding for AH activities and/or reducing the number of annual projects completed by sub-recipient partners
- **Initiative 4.C.5:** Initiative: Maintain updates to the HCD fair housing webpage that include training videos, partner events, and contacts
- **Initiative 4.C.6:** Develop an Acquisition Strike Fund to allocate resources to promote affordable housing development, preserve the affordability of existing rental homes & rehabilitate current inventory

- **Initiative 4.C.7:** Initiative: Focus CDBG public services funding toward projects serving people experiencing homelessness
- **Initiative 4.C.8:** Collaborate and support the Athens Homeless Coalition on the annual Continuum of Care (CoC) grant application process and applying for other funding resources to bridge the gap in wrap-around and supportive services provided by partners **Initiative 4.C.9:** Complete narratives, set up tables, add supporting documents, and complete submission of annual AAP and annual CAPER reports by September 30th of each year (since the strategic plan will likely be included in these reports) **Initiative 4.C.10:** Identify local funding sources to support affordable housing development in support of a Local Housing Fund
- **Initiative 4.C.11:** Complete narratives, set up tables, and complete full submission of 5-Year Consolidated Plan, including AFFH and NRSA documentation
- **Initiative 4.C.12:** Partner with Magistrate Court to prevent tenant evictions
- **Initiative 4.C.13:** Collaborate with DCA to present workshop(s) that present best practices and action steps that can be initiated to address fair housing issues
- **Initiative 4.C.14:** Identify and secure local and new funding sources in support of Down Payment Assistance for qualified homebuyers (as this can directly tie into preventing eviction by supporting low-income renters)

GOAL AREA 5: SAFELY MOVE AROUND ATHENS

A. Expand multi-modal Transit access to reduce auto dependency and provide greater mobility for Athens residents

- **Initiative 5.A.1:** Develop a sidewalk gap program to prioritize small gaps (< 5,000 ft) as the foundation for a priority list of annual projects, aimed towards completing our sidewalk network by 2030
- **Initiative 5.A.2:** Become a Silver Level Bicycle Friendly Community by 2025
- **Initiative 5.A.3**: Re-instate Safe Routes to School Program
- **Initiative 5.A.4:** Maintain, update, and implement a multiuse trail plan in partnership with ORGC to expand trail access and connectivity

B. Enhance safety for all modes of transportation

- **Initiative 5.B.1:** Support Vision Zero community strategies to reduce traffic fatalities
- **Initiative 5.B.2:** Maintain and improve trail safety through regular inspections, hazard removal, additional safety features, and upgrades at key crossings

GOAL AREA 6: BUILT AND NATURAL INFRASTRUCTURE

A. Adequately plan infrastructure to support our community in the future

- **Initiative 6.A.1:** Re-examine Land Development policy that promotes private development expansion of multi-modal infrastructure (TAD, technical standards, future ROW needs)
- **Initiative 6.A.2:** Design and construct water supply sufficiency for future generations
- **Initiative 6.A.3:** Use department master plan to address service gaps and maintain existing parks, amenities, and services

B. Follow through on the commitment to 100% Clean and Renewable Energy resolution

- **Initiative 6.B.1:** Determine energy benchmarks for all ACCGov facilities
- **Initiative 6.B.2:** Identify and prioritize opportunities to utilize renewable energy to meet ACCGov needs
- **Initiative 6.B.3:** Transform ACCGov fleet to renewable energy sources
- **Initiative 6.B.4:** Identify opportunities to incorporate clean energy practices into all ACCGov operations
- **Initiative 6.B.5:** Advance electrification, waste reduction, and sustainable design across park operations

Attachment #3



OPERATIONAL ANALYSIS FY26 WORKPLAN

INTRODUCTION

The Operational Analysis Office (OA) has prepared its annual workplan for fiscal year 2026. This document, once approved, will serve as the guide for assignments and a completion schedule, ensuring efficient and effective use of OA resources and staff.

The OA workplan focuses on a limited number of topics to study, formulating a list considering estimated time, cost, staffing, complexity, and number of years since any previous audit. Topics for consideration are generated from a number of sources, narrowed down to a total that is realistic and most appropriate for analysis. The Audit Committee has reviewed and recommended this workplan for submission and approval by the Mayor and Commission (M&C). As a matter of both professional and ethical practice, assignments conducted by the Internal Auditor are to maintain a high level of objectivity and confidentiality.

Commitments not included in the Workplan

Staff from the Operational Analysis Office are assigned to and provide significant administrative support to the following Boards, Authorities, Commissions (BACs):

- Mayor & Commission (agenda setting session, voting session, work sessions, and retreats)
- Audit Committee
- Public Safety Civilian Oversight Board (PSCOB)

The Public Safety Civilian Oversight Board (PSCOB) continues to progress as an ACCGov program, significantly increasing OA staff time over the previous year's workload.

Audit Sources and Selection

The Internal Auditor and Operational Analysis Office maintain an active list of potential issues, points of concern, and areas of interest. Additionally, requests for analysis are received from elected officials, county management, and/or from stakeholders within ACCGov and throughout community. Discussion at public meetings, work sessions, and retreats will also generate topics of interest.

It is beneficial for the M&C and other partners to participate in the annual proposal of workplan topics, knowing that not every subject put forth will make the final list of audits to be undertaken that year. It is also important to keep in mind that the few audit proposals that are selected can ultimately change in scope, possibly altering the original intent behind a certain nomination. This defines the critical divide between the initial workplan, and the progression to a formal, objective audit maintaining compliance with standards and neutrality.

INTRODUCTION

Upon receipt of audit recommendations, the Operational Analysis Office creates a refined list in which each subject, project, program, or department is reviewed/measured against a variety of metrics. Risk, in both possibility and severity, is a primary factor in the assessment.

Some projects, programs, or departments are naturally prone to a higher level of risk given their size, function, and/or services provided. Lower risk topics are still worthy of attention, though perhaps just not as frequent or vast in scope. Ultimately, consideration includes not only those topics highlighted by the M&C or staff, but also previous items put forth as part of a prior workplan. Once scored in an assessment matrix, a draft list of potential items is presented to the Audit Committee for deliberation.

The topic assessment matrix includes seven scoring factors:

1. Risk Occurrence: *Probability of an unfavorable event occurring.*
2. Risk Result: *Consequence of an unfavorable event occurring.*
3. Duplication: *Acknowledgement of recent, relevant coverage of topic, avoiding redundancy.*
4. Public Perception: *Public interest and knowledge of the topic.*
5. Community Impact: *Positive or negative effects upon the general public (efficiency/effectiveness).*
6. Strategic Plan Connection: *Level of connection between topic and FY23-25 M&C Strategic Plan.*
7. Budget Significance: *Review of the current FY budget size allocated toward topic.*

FY25 Workplan Completion

Audits:

- Tax Assessor's Office (Periodic)
  - (3) Findings; 100% "Agreed" response from department/management
- Economic Development Department (Periodic)
  - (3) Findings; 66% "Partially Agreed" & 33% "Disagree" response from department
- Employee Recruitment, Hiring, and Orientation (Comprehensive)
  - Employee Recruitment, Hiring, and Orientation (Comprehensive)
  - (6) Findings with (26) Sub-findings; 38% "Agree," 24% "Partially Agree," & 38% "Disagree" response from the department
- Cybersecurity (Investigative)

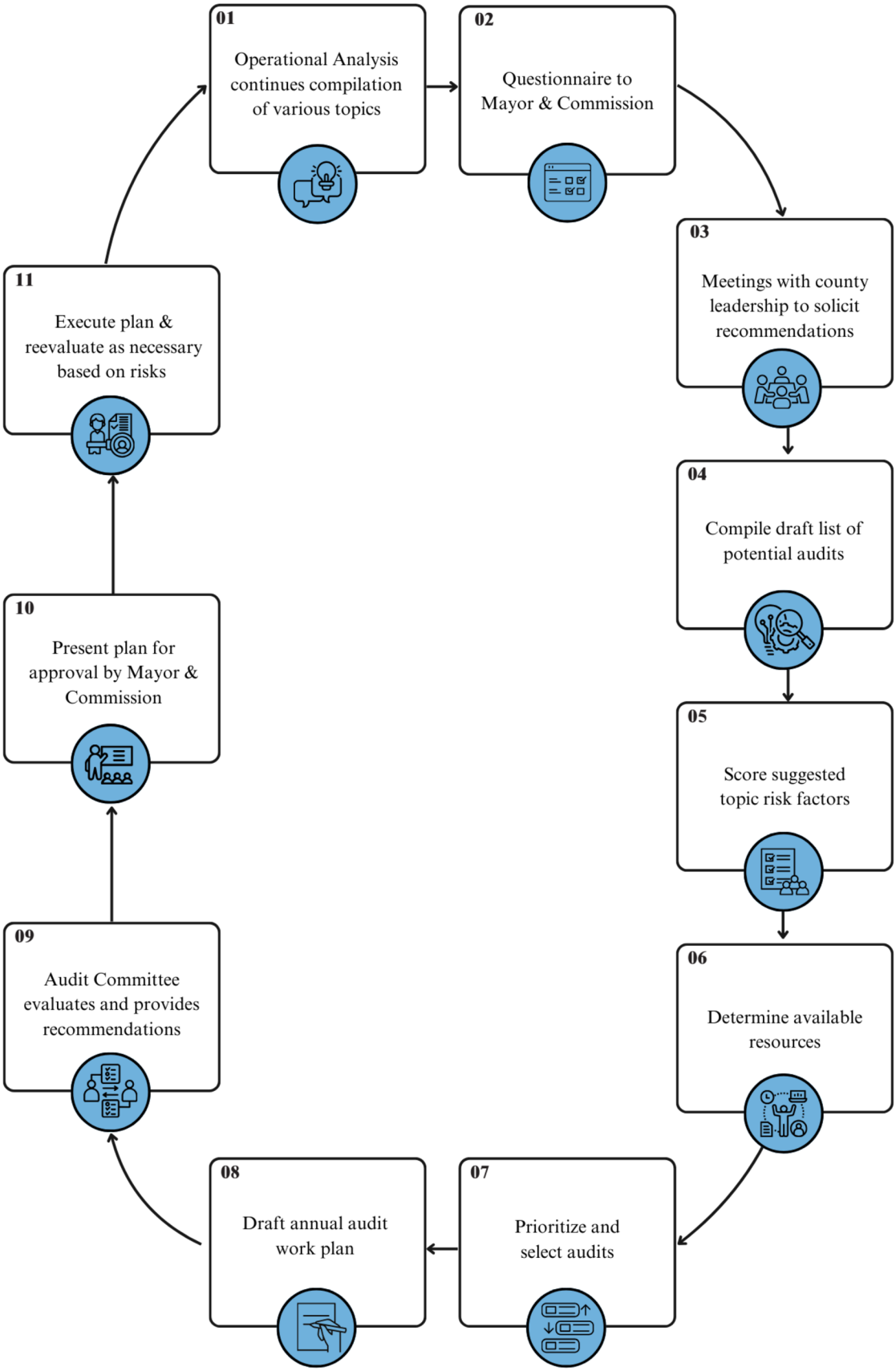
Follow-Ups:

- Tax Assessor's Office
  - (1) Recommendation Completed; (2) Recommendations In Progress

PLAN DEVELOPMENT

Annual Plan Development

The process used to create our 2026 Audit Workplan is depicted in the following flowchart.



PLAN DEVELOPMENT

There are many types of audits, the most common of which fall within the categories of performance or financial, with compliance as yet another option ACCGov has previously incorporated. Each of these directly corresponds to an assessment of associated internal controls. Short-term (periodic; investigative) audits are specific in their focus, with both a limited scope and vastness to the topic in question. A long-term (comprehensive) audit is broader, and meant to provide information in addition to just testing a key initiative. These also tend to be more programmatic or organizational, versus a short-term audit that is solely project or departmentally based. Although both periodic and comprehensive audits are worthy of attention, an emphasis on practicality must be observed when balancing potential Public Safety Civilian Oversight Board (PSCOB) implications during the fiscal year.

The FY26 Audit Workplan consists of the following audits, previously completed status updates (follow-ups), special projects, and subsequent workplan coordination in preparation for the next fiscal year that is to be conducted by the Operational Analysis Office, as recommended by the Audit Committee.

Each audit type (comprehensive, periodic, investigative) is subject to administrative changes in objective and scope as dictated by the Internal Auditor and overseen by the Audit Committee, provided the overall intent and contextual goals are maintained. The type of audit, topic, and primary department will remain as approved by the M&C. Adjustments in workload, among other factors, may cause a delay or elimination of specific audits during the year, while other initiatives not originally included may necessitate immediate attention. The result of this effort is the eventual issuance of a final audit report that may contain findings of significance with associated recommendations that could ultimately improve the subject department, program, or project for the betterment of the citizenry.

Comprehensive (Performance/Financial/Compliance) Audit: Constitutes an in-depth, comprehensive review of the stated objective and scope for each topic, usually occurring over a >6-month period of time. This type of audit can often include various elements of a periodic audit, such as departmental mission, operations, and internal controls, in addition to subject specific topics. These factors can in turn formulate sub-topics of focus based on initial information obtained early in the process.

Periodic Departmental Mission, Operations, & Internal Controls Audit: Constitutes a brief, focused review of predetermined factors surrounding the three main categories of auditing: financial, performance, and compliance; using a standard objective and prioritized scope that provide a basic update on a department's or division's present position, usually occurring over a 3-5 month timeframe.

Investigative Audit: Constitutes a fact-finding engagement, often via attestation of the associated department, by which information accuracy is relied upon in the absence of typical testing or other means of verification. Formal findings and recommendations are not usually stated in the final report since it is primarily developed to clarify objective data, usually over a 1-2 month timeframe.

Follow Ups: Reexamination of findings and recommendations for a completed audit, including the status of any implementation, usually occurring within a year's time from when the original audit was completed.

Special Projects: Activities associated with the general auditing program of the Operational Analysis Office that enhance strategic function or administrative capability. This may include unplanned engagements, consultations, educational outreach, and/or office operational aspects.

PLAN DEVELOPMENT

1 Audit Topic	Type	Departments	Timeframe (Est.)
Emergency Management Program	Comprehensive Performance Audit	Fire & Emergency Services	4-5 months*

Objective

- The purpose of this audit will be to conduct a comprehensive review and analysis of the Emergency Management Office and program as-a-whole. Although presently located under Fire & Emergency Services, the audit will be focused on this particular service aspect. The threat of disasters (natural/human) continues to increase across society and focus on such activities has elevated the status of similar programs/offices with regard to staffing, budget, and resources.

Scope

1. Budget and staffing
2. Review of existing or proposed emergency plans
3. Technology and equipment
4. Internal and external community partners
5. Evaluation of policies/procedures/practices as compared to industry best practices

2 Audit Topic	Type	Departments	Timeframe (Est.)
ACCGov Organizational (Depts.) Structuring	Investigative Audit	Multiple	2-3 months*

Objective

- The purpose of this audit will be to evaluate the current organizational structure of those departments/divisions under the Manager's Office with respect to broad government efficiency and effectiveness at the foundational level. Analysis of ACCGov's growth since unification will assist in comparison of similar local government structural models to determine viability and appropriateness of the current format.

Scope

1. Comparison of similar jurisdictions' organizational charts
2. Track historical growth in government structure
3. Analyze potential service delivery impacts
4. List the number of departments/divisions, including key positions
5. Calculate percentage of department staff encompassing administration/supervisors/front-line
6. Identify pros/cons to current model with focus on budget, staff, equipment, facilities

**Although it is the goal of the Operational Analysis Office to complete each audit listed within the estimated schedule (fiscal year), such deadlines maybe amended based on mitigating factors, as guided by the Audit Committee and determined by the Internal Auditor.*

PLAN DEVELOPMENT

3 Audit Topic	Type	Departments	Timeframe (Est.)
Standard Review of Basic Performance, Financial, & Compliance Practices	Periodic Departmental Mission, Operations, & Internal Controls Audit	Capital Projects Department	3-4 months*

Objective

- The purpose of this audit is to conduct a basic review and analysis of the Capital Projects Department for established performance (operations) measures and sound financial management strategies to deliver exceptional service, while also ensuring compliance through internal controls.

Scope

1. Financial Review & Analysis
2. Performance Review & Analysis
3. Compliance Review & Analysis
4. Apply aspects of the COSA or Green Book model of Internal Controls to the departmental functions being audited, generally, with respect to the tailored nature of this unique approach.
5. Provide other pertinent observations or points of interest made by the Internal Auditor that may warrant future examination (inefficiency, ineffectiveness; customer dissatisfaction; staff vacancies; missing records; misspending; fraud; abuse; negligence; etc.)

4 Audit Topic	Type	Departments	Timeframe (Est.)
Follow-Up of Recently Completed Audit(s)	Previous Audit Status Update	HR; HCD; & PUD (Water Business)	< 2 months each*

Objective

- Evaluate the status of any previously recommended actions to be implemented as based on formal findings, and within the strategies outlined by the subject department. To be effective, audit results should be followed up on within an adequately scheduled timeframe, usually one year or less from the date an audit was completed, or as past audit statements may dictate based on circumstance.

Scope

1. Review accepted audit report, specifically the findings, recommendations, and conclusion for key initiatives to evaluate.
2. Schedule interview(s), site visit, or other means (as appropriate) of analysis in which to inspect implementation progress.
3. Document any resolution or unresolved issues and discuss with departmental leadership.
4. Draft a summarized response for distribution to the Audit Committee and M&C.

**Although it is the goal of the Operational Analysis Office to complete each audit listed within the estimated schedule (fiscal year), such deadlines maybe amended based on mitigating factors, as guided by the Audit Committee and determined by the Internal Auditor.*

PLAN DEVELOPMENT

5 Audit Topic	Type	Departments	Timeframe (Est.)
Development of Subsequent Year's Assignments	Annual Audit Workplan	Operational Analysis, Manager's Office, M&C	~5 months**

Objective

- To research, analyze, and ultimately formulate the subsequent fiscal year's audit workplan in a timely manner that allows input on various topics, assessment of risk, and coordination budgetary needs with staffing capacity.

Scope

1. Initiate outreach with ACCGov stakeholders to create preliminary list of topics with corresponding description, objective, and scope.
2. Conduct risk assessment by means of matrix scoring and eventual ranking.
3. Apply aspects of time, budget, and staff capability.
4. Discuss and debate merits of potential audits that result in agreed upon recommendation.

***Staff will initiate the process during the third quarter of the present fiscal year in order to promptly begin work within the first quarter of the subsequent fiscal year.*

6 Audit Topic	Type	Departments	Timeframe (Est.)
T.B.D.	Special Projects, Limited Scope Audits, & Investigations	T.B.D.	T.B.D.

Objective

- To provide adequate flexibility for the Operational Analysis Office to initiate related projects that improve overall success; respond to unanticipated occurrences; and, allow continuous research into observed practices that may justify future analysis, per the Internal Auditor's discretion, as based on relevance, timeframe, and impact.
- *External Audits Repository: Accumulate and assess various external audits across ACCGov departments/offices/courts for centralized accounting and future reference.*

Scope

1. Ongoing consideration of potential audit examination(s) in the future.
2. Development and implementation of associated initiatives to enhance the auditing function of the Operational Analysis Office and ACCGov. This may include, but not be limited to, policies, programs, and/or projects that strengthen the efficiency and effectiveness of ACCGov's auditing capacity and capability.
3. Allow for expedited review of unanticipated or minor investigative audits that warrant timely coordination/completion based on significance and/or defined scope.
    - *External Audits Repository*
        - *Confirm external audits of various departments/offices/courts*
        - *Obtain digital and/or hard copies of completed external audits*
        - *Develop a database of recorded external audits*

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: TSPLOST 2026 Final Projects List

DATE: December 10, 2025

EXECUTIVE SUMMARY:
The requested action is to approve the projects list needed for a resolution calling for a referendum to be held on May 19, 2026 for imposition of TSPLOST 2026.

BUDGET INFORMATION: N/A

Revenues: $239,000,000
Expenses: $239,000,000

Operating Cost Impact: $695,500

COMMISSION ACTION REQUESTED ON: January 6, 2026

PURPOSE:
To request that the Mayor and Commission:
a. Approve the TSPLOST 2026 Final Projects List for a Program in the amount of $239,000,000 (**Attachment #1**); and,
b. Authorize the Mayor and staff to execute all related contracts and documents.

HISTORY:
1. Since 1985, the Unified Government of Athens-Clarke County (ACCGov) or the former Clarke County Government has considered eight SPLOST referenda, seven of which were approved, and three TSPLOST referenda, two of which were approved.

2. On July 31, 2012, a referendum was held for a regional TSPLOST in Northeast Georgia. While the referendum failed on a regional level, Athens-Clarke County voters favored the initiative by a margin of 51.72% Yes to 48.28% No.

3. On April 26, 2016, O.C.G.A 48-8-260 became effective, allowing single counties and the municipalities within them to hold a county-wide referendum to impose a special purpose local option sales tax for transportation purposes (TSPLOST).

4. On November 7, 2017, the TSPLOST 2018 Program, which levied $109,500,000 was approved by Referendum by the voters of Athens-Clarke County with 21% turnout and 74% “yes” votes. Collections began on April 1, 2018, and ended on September 30, 2022.

5. On May 24, 2022, the TSPLOST 2023 Program, which levied $150,000,000 was approved by Referendum by the voters of Athens-Clarke County with 30% turnout and 67% “yes” votes.

Collections began on October 1, 2022. As of November 2025, $104,800,000 has been collected.

6. On May 3, 2024, staff presented at a Mayor and Commission (M&C) Retreat that authorization to collect TSPLOST 2023 revenue was on track to meet the approved collection target in late 2026. With the receipt of TSPLOST 2023 collections through March 2024, it was determined that a referendum in May 2026 was necessary to avoid a gap in revenue.

7. On June 15, 2024, the M&C was provided with a work session style presentation regarding the proposed upcoming TSPLOST 2026 planning effort that included:
   a. Updates on the TSPLOST 2023 collections and what is needed to prepare for TSPLOST 2026;
   b. The draft proposed "charge" of the TSPLOST Advisory Committee (TSAC); and
   c. The proposed Implementation Schedule.

8. On July 16, 2024, the M&C approved a commission-defined option (CDO) for the following:
   a. Approve the TSPLOST 2026 Program Goals and Project Selection Criteria;
   b. Approve an Implementation Schedule for the proposed TSPLOST 2026 Program with an amendment to include a task (Task 3) for solicitation of projects, outreach, education, and technical support; and modification of the deadline to provide appointments to the TSPLOST Advisory Committee to August 15;
   c. Approve the "Charge" to the TSPLOST 2026 Advisory Committee; and
   d. Directed staff to bring a proposal to the Mayor & Commission at a Work Session in time for a vote to consider by November 2024 a pre-designation of a certain percentage and/or dollar figure of the total TSPLOST 2026 program budget for capital projects the Mayor & Commission and staff have already identified as necessary major projects requiring funding from TSPLOST. Elements of the proposal shall include but are not limited to Pavement Maintenance, Public Transit funding, Stormwater Infrastructure, and the Residential Traffic Management Program.

9. On September 6, 2024, the TSPLOST 2026 project application form, for staff and the public, was published on the ACCGov website and the opportunity to apply was advertised to the public. The deadline for submission of projects for was January 15, 2025.

10. On October 8, 2024, at a M&C work session, staff presented a concept and options for pre-designating TSPLOST 2026 funds for eligible county-wide transportation activities.

11. On November 6, 2024, the M&C approved a CDO designating $140,000,000 of potential TSPLOST 2026 revenues for countywide sustainment and other programs. This pre-designation was based on the concept of a five-year TSPLOST program. This designation included:

Item/Program	Designated Amount
Road Pavement Program	$ 54,522,595
Live Stream Pipe Replacement	$ 8,200,000
Bridge Repair and Maintenance	$ 4,000,000
Residential Traffic Management Program	$ 1,250,000
Transit Services	$ 45,000,000
Bus Lifecycle Replacement	$ 15,750,000
Mall Transfer Station	$ 7,000,000
TSPLOST 2023 Sycamore Drive Adjustment	$ 475,505
TSPLOST 2023 Westchester Adjustment	$ 1,004,500
TSPLOST 2023 Stonehenge Adjustment	$ 1,976,400
TSPLOST 2023 Smithonia/Smokey Rd Adjustment	$ 821,000
TOTAL	**$140,000,000**

12. By the deadline of January 10, 2025, 71 project applications were submitted. A total of 60 projects—with a combined value of over $600M—remained after legal and technical review.

13. On January 21, 2025, the Mayor appointed 22 residents as recommended by Commissioners to the TSPLOST 2026 Advisory Committee (TSAC).

14. From February 3 until June 23, 2025, the TSAC held 17 meetings to review written and oral presentations of the projects prepared and submitted by project sponsors.

15. On March 4, 2025, the Mayor finalized the membership of the TSPLOST Advisory Committee. The final membership includes 16 members.

16. On July 15, 2025, TSAC Chair Alex Sams presented the list of “potential” projects valued at $89,603,000 or 150% of the budget to the M&C at a special called work session.

17. On July 28, 2025, the TSAC developed a list of “candidate” projects valued at $59,249,000; slightly less than the $60,000,000 budget established by the Mayor and Commission.

18. On September 9, 2025, TSAC Chair Alex Sams presented the list of “candidate” projects to the M&C at a regular work session. These candidate projects include:

Project #	Project Name	Budget

02	Downtown District Connectivity Improvements	$1,201,000
13	Eastside Athens Complete Streets Redevelopment Project	$10,998,000
15	Safe Routes Programs	$4,773,000
17	Traffic Signal Infrastructure Improvements Program	$3,809,000
19	Traffic Signage Replacement Program	$2,241,000
20	Vision Zero Action Plan Implementation	$6,054,000
23	College Station Bike Lanes Safety	$3,732,000
29	Pedestrian Crossing Improvements at Vine St & Oak Ridge Ave	$341,000
30	Pedestrian Crossing Improvements at Peter & Herring Street	$341,000
31	Bus Shelters at Peter St & Gressom Ave	$237,000
33	NA Neighborhood - Traffic Calming & Lighting at Leann Drive	$155,000
34	Milledge Makeover	$4,500,000
35	NA Neighborhood - Bus Stop Improvements	$467,000
37	Barnett Shoals Crosswalk & Safety Project	$4,668,000
46	Dirt Road Improvements Program	$6,015,000
52	Intersection Improvements at Pittard Road/Hull Road	$1,046,000
56	Areawide Bus Stop Improvements	$566,000
57	NA - North Ave/Loop 10 Bridge Replacement Ph 1	$7,264,000
67	Electrify the Fleet	$841,000

Total Budget $59,249,000

19. On September 20, 2025, staff presented an update at M&C Retreat, which included updated revenue projections, information regarding the TSPLOST 2023 collections period, considerations regarding a sixth year of collections for TSPLOST 2026, and a draft project list that combines predesignated projects and TSAC candidate projects.

20. On December 9, 2025, a joint meeting was held with the mayors and city councilmembers of both the City of Winterville and Town of Bogart, along with the Mayor and Commissioners of Athens-Clarke County. The purposes for the meeting were to discuss possible projects for inclusion in the TSPLOST referendum, the proposed rate of the sales tax, the proposed distribution of the sales tax, and a proposed Intergovernmental Agreement between all parties for the TSPLOST.

FACTS & ISSUES:

1. The M&C implemented an action to pre-designate a portion of the TSPLOST 2026 program for countywide sustainment and other programs. This pre-designation was based on the concept of a five-year TSPLOST program. The pre-designated countywide sustainment programs were supported with the following staff summaries:

   $54.5M was designated for the pavement management program. This budget provides

approximately $10.9M annually of the $17M annually needed to sustain the current average county-wide pavement condition index (PCI) of 68 and eliminate the backlog of roadways with “failing” scores. $17M annually is enough to resurface 91 lane miles/yr and provide an additional 75 lane miles/yr of preventative maintenance on roadways. The pavement management program is also funded by General Fund contributions at varying levels annually and Local Maintenance Improvement Grant (LMIG) through GDOT at approximately $1.5M/yr.

$8.2M was designated for live stream pipe replacement. This level of funding would replace all twelve (12) pipes with “failed” scores as of 2024. This estimate assumes that Stormwater Utility Enterprise Fund contributions continue at $1M/yr to provide sustainable maintenance funding for stormwater infrastructure.

$4M was designated for bridge repair and maintenance. This level of funding would support continuation of current maintenance efforts on ACCGov’s 41 bridges. A 2023 GDOT biennial bridge report results in an estimated $1M of maintenance and repairs to superstructure bridges over the next 2 years. An additional $1M in culvert bridge costs is estimated over the next 2 years. Bridge replacement is not included here.

$1.25M was designated for the Residential Traffic Management Program. This level of funding would support continuation of past investments at $250k/yr and serve 2-4 projects with enhancements. The Legacy NTMP list is estimated to cost $650k total for the remaining legacy projects based on historical averages. The RTMP list is estimated to cost about $80k per installation. The requested funding may support the top 4 to 7 projects on the RTMP.

$45M was designated for Transit Services. This level of funding sustains existing Transit services only, serving 18 routes and 6.8M passenger miles annually. This level of funding does not support route enhancements or service expansions. The primary unknown factor is Federal Transit Administration (FTA) funding, which currently represents 40-50% of all funding for the Transit Department. Any portion of the budget that is not covered by FTA or TSPLOST would fall to the General Fund. This estimate assumes minimal FTA funding and no General Fund contributions.

$15.75M was designated for Bus Lifecycle Replacement. This level of funding would support replacement of 2 buses per year without external funding. Bus replacement has been on hold since 2021. Transit operates a fleet of 32 buses with the oldest being 15 years. By 2027, 9 buses will have passed their FTA intended life.

2. The pre-designated list also includes $7M for the Mall Transfer Station. Construction of this facility is currently unfunded. The Georgia Square Mall Redevelopment Project Community Benefits Agreement (CBA) Section 6.6 requires ACCGov to design and construct the Mall Transit Station to substantial completion within 5 years of the project developer’s completion of Phase 1B Horizontal Infrastructure. According to a report dated March 19, 2025, Horizontal Infrastructure is 0% complete.

a. As an alternative to funding this facility through TSPLOST 2026, funding for this facility could be included in a future SPLOST or TSPLOST referendum.
b. Another alternative could be to describe the project more generally for Transit Facilities. A general term allows flexibility and could fund a Mall Transfer Station when needed or, as appropriate, other transit facilities at any location.

3. The pre-designated list also includes $4.28M to close funding gaps in existing TSPLOST 2023 projects on Sycamore Drive, in Westchester and Stonehenge neighborhoods, and on Smithonia & Smokey Roads in Winterville. Considering that collections on TSPLOST 2023 may continue until September 2027 and collect approximately $28M more than anticipated, these projects could be fully funded via the current program.

4. Separate from and in addition to the pre-designated project list, a publicly open period of application was offered for anyone to submit project ideas. These applications were reviewed by the TSAC. At the time that the TSAC developed the potential project list, 60 projects remained eligible with a combined value of over $600M. The candidate project list, as recommended by the TSAC, is made up of 19 projects valued at less than $60M.

5. The following TSPLOST 2026 candidate projects have been programmed in active projects within the TSPLOST 2023 program.
    a. Project 52 Intersection Improvements at Pittard Road/Hull Road – This project is funded through TSPLOST 2023 Project 14.
    b. Project 31 Bus Shelters at Peter St & Gressom Ave – The locations identified here are funded through TSPLOST 2023 Project 10.

6. The following TSPLOST 2026 candidate projects are eligible for other funding sources including the TSPLOST 2023 program or Tax Allocation Districts (TADs) and could be incorporated into active projects.
    a. Project 29 Pedestrian Crossing Improvements at Vine St & Oak Ridge – this location is within Tax Allocation District #4 and could also be eligible for TSPLOST 2023 Project 13 East Athens Neighborhood Pedestrian Improvements.
    b. Project 30 Pedestrian Crossing Improvements at Peter & Herring Street – this location could be eligible for TSPLOST 2023 Project 13 East Athens Neighborhood Pedestrian Improvements.
    c. Project 33 NA Neighborhood Traffic Calming and Lighting at Leann Drive – this project & location could be eligible for TSPLOST 2023 Project 14 North Athens Transportation Improvements.
    d. Project 35 NA Neighborhood Bus Stop Improvements – this project & locations could be eligible for TSPLOST 2023 Project 14 North Athens Transportation Improvements or TSPLOST 2023 Project 19 ACCGov Public Transit Operations.
    e. Project 56 Areawide Bus Stop Improvements – this project & locations could be eligible for TSPLOST 2023 Project 19 ACCGov Public Transit Operations. One of the Fourth Street locations identified in the project is within Tax Allocation District #5.

Considering that collections for TSPLOST 2026 is expected to begin October 2027,

programming these projects into TSPLOST 2023 would make funding available sooner.

7. The budget for TSPLOST 2026 candidate project 57 NA - North Ave./Loop 10 Bridge Replacement Ph1 is $7,264,000. TSPLOST 2023 Project 14 reserves an additional $2M for improvement of this bridge. Coordination with GDOT on shared funding, design, and prioritization is ongoing.

8. A 2024 change to TSPLOST law permits the program to extend from five years to six years if the county and all qualifying municipalities enter into an intergovernmental agreement for that purpose. At the joint meeting with the cities of Bogart and Winterville, there was consensus that the program should be six years, with Winterville requesting that additional funding be provided for proposed Project 7: Intersection Improvements – Winterville Main St and Cherokee Rd. Projected revenue for the period of the levy assuming collections begin October 1, 2027 and continue for 6 years is $239,000,000.

$37,800,000	Year 1	Oct 27 to Sep 28
$38,600,000	Year 2	Oct 28 to Sep 29
$39,400,000	Year 3	Oct 29 to Sep 30
$40,200,000	Year 4	Oct 30 to Sep 31
$41,000,000	Year 5	Oct 31 to Sep 32
$42,000,000	Year 6	Oct 32 to Sep 33

9. The TSPLOST 2026 Preliminary Projects List (**Attachment #1**) is a combination of the candidate projects list as recommended by the TSAC and the projects predesignated by M&C based on a 5-year budget.

10. Minimum distributions for Winterville & Bogart are determined by a formula prescribed in O.C.G.A. § 48-8-262(c), which was amended in 2024. The table below shows past distributions and the current minimum distribution for TSPLOST 2026 in a 6-year collection period. The increase in distributions to Winterville and Bogart is approximately $3.9M and is due primarily to the consideration of road miles reported in each jurisdiction and the extension of the program by an additional year.

	TSPLOST 2018	**TSPLOST 2023**	**TSPLOST 2026**
Program duration	5 Years	5 Years	6 Years
Program value	$ 109,500,000	$ 150,000,000	$ 239,000,000
Winterville	$ 969,000	$ 1,429,000	$ 5,090,700 (2.13%)
Bogart	$ 271,000	$ 344,000	$ 597,500 (0.25%)
ACCGov	$ 108,260,000	$ 148,227,000	$ 233,311,800 (97.6%)

11. Neither the pre-designated list nor the Candidate Project list budgets revenue from a 6th year of collections. If the parties to the IGA would like to pursue a 6th year of collections, funding would need to be allocated. The following are a few fundamental considerations for

allocating the 6th year of collections.

- $9M Continue the current annual pre-designation for Transit Services
- $10.9M Continue the current annual pre-designation for the Pavement Management Program
- $ 0.8M Continue the annual pre-designation for Bridge Repair and Maintenance
- $9.8M Incorporation of Project 7: Intersection Improvements – Winterville Main St and Cherokee Rd as requested by the City of Winterville.
- Any remaining balance of a 6th year of collections is currently unassigned.

12. If the M&C plan on a six-year referendum, the incorporation of Project 7, and extending the pre-designations for transit services, pavement management, and bridge repair and maintenance, an additional $3.5M can be added to the projects list without modifying any of the proposed projects.

13. However, if the M&C plan on a six-year referendum, the incorporation of Project 7, and DO NOT plan on extending the pre-designations for transit services, pavement management, and bridge repair and maintenance, an additional $24.3M can be added to the projects list without modifying any of the proposed projects.

14. After the agenda setting meeting, staff will provide the M&C with a budgeting tool that advise on the outcomes of how changes to the pre-designations and projects list will impact the final program budget.

15. Staff encourages consideration of two projects to be selected for the Final Project List that were not selected by the TSAC in the candidate project list.
    a. Project 18 Intersection Improvement Program – This program would support currently active intersection improvement projects that are approaching construction phase in the next 2-3 years. The original requested budget was $16.4M, however, a budget as low as $4M could be used to leverage external funding.
    b. Project 11 Airport Capital Improvement Plan – Local Share from Grants: Recent airport projects have leveraged $1.9M local dollars into almost $20M external funds. These past investments were made possible by funding through SPLOST 2020 and TSPLOST 2018. Select future projects are estimated to leverage $2.2M into $12.3M external funds.

16. Consider combining select programs from the pre-designated and candidate project lists that

are sponsored by a single ACCGov Department into a single project in the Final Project List. As examples:

$ 91,705,595	**Transportation & Public Works**	
	Pavement Management Program	$ 54,522,595
	Live Stream Pipe Replacement	$ 8,200,000
	Bridge Repair and Maintenance	$ 4,000,000
	Residential Traffic Management Program	$ 1,250,000
	Traffic Signal Improvement	$ 3,809,000
	Traffic Signage Replacement	$ 2,241,000
	Safe Routes	$ 4,773,000
	Vision Zero	$ 6,054,000
	Dirt road improvements (Original Surfacing)	$ 6,015,000
	Electrify the Fleet	$ 841,000

$69,020,000	**Transit**	
	Services	$ 45,000,000
	Mall transfer station	$ 7,000,000
	Bus Stop improvements (candidate projects)	$ 1,270,000
	Fleet	$ 15,750,000

17. Operating Cost Impacts on the 19 projects in the candidate project list were estimated to be a total of $695,500 annually. General fund operating costs will increase if the M&C add additional projects to the TSPLOST 2026 project list. Once construction is complete, operating costs must be funded outside of TSPLOST.

18. In accordance with Georgia law, the referendum for the TSPLOST 2026 Program will be held on May 19, 2026. The Board of Elections is required to issue the formal call for the TSPLOST 2026 Program Referendum no later than February 10, 2026. A resolution and associated IGAs must be formally adopted by the M&C no later than the regularly scheduled meeting on February 3, 2026, and will authorize a referendum on the imposition of the TSPLOST to begin the day after the end of collections for TSPLOST 2023 Program to meet the requirements of Georgia law and prevent a break in the TSPLOST collections. In order to complete the contents of the IGA and Resolution, the M&C should finalize the project list by January 6, 2026. The project list should receive legal and staff review before inclusion as an exhibit to the IGA.

OPTIONS:

1. Mayor and Commission:
   a. Approve the TSPLOST 2026 Final Projects List for a Program in the amount of $239,000,000 (**Attachment #1**); and,
   b. Authorize the Mayor and staff to execute all related contracts and documents.

2. Mayor and Commission do not approve the TSPLOST 2026 Final Projects List and other actions related to the TSPLOST 2026 Program.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option 1 a & b

DEPARTMENT: Capital Projects
Prepared by: Josh Hawkins



Josh Hawkins, Capital Projects Director

November 13, 2025
Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option 1 a & b



Bob Cowell, Manager

December 10, 2025
Date

ATTACHMENTS:
Attachment #1 – Preliminary Final Projects List for the TSPLOST 2026 Program

Preliminary Final Project List for the TSPLOST 2026 Program

Combination list of existing Candidate Projects and Pre-designated Programs

Budget	Description	Source	Note
$ 54,522,595	Pavement Management Program	pre-designated	**see F&I #1**
$ 8,200,000	Live Stream Pipe Replacement	pre-designated	**see F&I #1**
$ 4,000,000	Bridge Repair and Maintenance	pre-designated	**see F&I #1**
$ 1,250,000	Residential Traffic Management Program	pre-designated	**see F&I #1**
$ 6,015,000	Dirt Road Improvements (Original surfacing)	TSAC	
$ 3,809,000	Traffic Signal Infrastructure Improvements	TSAC	
$ 2,241,000	Traffic Signage Replacement	TSAC	
$ 4,773,000	Safe Routes	TSAC	
$ 6,054,000	Vision Zero Action Plan Implementation	TSAC	
$ 841,000	Electrify the Fleet	TSAC	
$ 45,000,000	Transit Services	pre-designated	**see F&I #1**
$ 7,000,000	Mall Transfer Station	pre-designated	**see F&I #2**
$ 237,000	Bus Shelters at Peter St & Gressom Ave	TSAC	**see F&I #5**
$ 467,000	NA Neighborhood - Bus Stop Improvements	TSAC	**see F&I #6.d**
$ 566,000	Areawide Bus Stop Improvements	TSAC	**see F&I #6.e**
$ 15,750,000	Transit Fleet Replacement	pre-designated	**see F&I #1**
$ 4,668,000	Barnett Shoals Crosswalk & Safety	TSAC	
$ 3,732,000	College Station Bike Lanes Safety	TSAC	
$ 1,201,000	Downtown District Connectivity	TSAC	
$ 10,998,000	Eastside Athens Complete Streets	TSAC	
$ 1,046,000	Intersection Improvement at Pittard Rd/Hull Rd	TSAC	**see F&I #5**
$ 341,000	Pedestrian improvements at Vine St and Oak Ridge Ave	TSAC	**see F&I #6.a**
$ 341,000	Pedestrian improvements at Peter & Herring Street	TSAC	**see F&I #6.b**
$ 4,500,000	Milledge Makeover	TSAC	
$ 7,264,000	NA - North Ave/Loop 10 Bridge Replacement Ph 1	TSAC	**see F&I #7**
$ 155,000	Traffic Calming & Lighting on Leann Drive	TSAC	**see F&I #6.c**
$ 475,505	TSPLOST 2023 Sycamore Drive supplemental funding	pre-designated	**see F&I #3**
$ 1,004,500	TSPLOST 2023 Westchester supplemental funding	pre-designated	**see F&I #3**
$ 1,976,400	TSPLOST 2023 Stonehenge supplemental funding	pre-designated	**see F&I #3**
$ 821,000	TSPLOST 2023 Smithonia/Smokey Rd supplemental funding	pre-designated	**see F&I #3**
$ 199,249,000	Total value of ACCGov candidate and predesignated projects		

Note: The projected ACCGov distribution is $192.3M. The project list above, valued at $199.2M, would need to be further reduced by approximately $7M in order to be within the projected 5-year distribution **(see F&I 9-12)**.

ADOPT A HIGHWAY PROCLAMATIONS

January 6, 2026

Jerry's Fam	Athens Road between Adair Street and Moss Road (0.8 mile)
UGA University Housing	Fourth Street between Old Hull Road and Strickland Avenue (0.9 mile)
Athens Craft Breweries Can Collective	Oglethorpe Avenue between Hawthorne Avenue and the Georgia Loop 10 on/off ramps (0.8 mile)

Contract Award Date	Vendor Name	Commodity or Service	Contract Amount	Department	Funding Source
Manager Awarded Contracts: Total $252,404.52					
11/05/2025	JOC CONSTRUCTION LLC	Boardwalk Deck Removal & Replacement - Bear Hollow Zoo	102,804.52	Capital Projects	SPLOST 2011 Cap Proj Fund
11/14/2025	HOWARD INDUSTRIES INC	Barracuda Cloud Account	149,600.00	Information Technologies	General Fund
Purchasing Awarded Contracts: Total $1,183,056.20					
11/03/2025	CEM CORPORATION	Customer Care Plus Plan 1 for Solids Analyzer SF5690	10,747.80	WRF Administration	Water & Sewer Ent Fund
11/03/2025	DCO INC	Floor Replacement - Courthouse First Floor Common Areas	78,283.75	Capital Projects	SPLOST 2020 CPF - 2021 Bonds
11/03/2025	THE W W WILLIAMS COMPANY LLC	Replacement of Dual Power Inverter Module for Heavy Duty Hybrid Bus	47,868.08	Capital Projects	TSPLOST 2023 Cap Proj Fund
11/05/2025	WEST CHATHAM WARNING DEVICES INC	Upfitting for five (5) EV Chevrolet Blazers	45,452.55	Capital Projects	SPLOST 2020 Cap Proj Fund
11/05/2025	CUSG PERFORMANCE SOLUTIONS, LLC	Performance Pro Software Annual Renewal	49,997.00	Information Technologies	General Fund
11/05/2025	ATHENS REGIONAL LIBRARY	Reimbursement for Books/AV	49,164.56	Capital Projects	SPLOST 2011 Cap Proj Fund
11/05/2025	CONVERGE TECHNOLOGY SOLUTIONS US LLC	Cisco Support Co-Term Renewal	56,697.94	Information Technologies	General Fund
11/05/2025	K&G CONSULTING SERVICES LLC	GA-TCS Property Tax Collection System Software	53,750.00	Tax Commissioner's Office	Mall Area TAD West Broad/Hawthorne TAD Newton Bridge TAD East Downtown TAD North Avenue TAD Lexington Road TAD
11/06/2025	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	25,000.00	Capital Projects	TSPLOST 2023 Cap Proj Fund
11/10/2025	PHILOTEK LLC	Wasabi Reserved Capacity HotCloud Storage Renewal	96,674.93	Information Technologies	General Fund General Capital Projects Fund
11/10/2025	CLYDE ARMORY INC	Paladin Premium Concealable Body Armor (Qty. 13)	19,305.00	Police	Grant Spec Revenue Fund General Fund
11/10/2025	SAFE RESTRAINTS INC	WRAP Restraint Systems with Helmets (Qty. 8)	13,097.04	Police	General Fund
11/12/2025	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	40,000.00	Capital Projects	SPLOST 2011 Cap Proj Fund
11/12/2025	ARCADIS US INC	Right of Way Acquisition Services	29,998.52	Capital Projects	TSPLOST 2023 Cap Proj Fund
11/12/2025	CLARKE COUNTY SCHOOL DISTRICT	Brooklyn Creek Interceptor Phase 2 Easement Agreement	11,290.00	Public Utilities	Water & Sewer Construction Ent Fund
11/12/2025	ASSOCIATION COUNTY COMMISSIONERS OF GA	2026 Annual Membership Dues	19,692.12	Finance	General Fund
11/13/2025	GULF STATE DISTRIBUTORS INC	Ammunition	26,834.00	Sheriff's Office	General Fund
11/14/2025	ARCHITECTURAL COLLABORATIVE LLC	Engineering & Design of Stairs at Morton Theatre	20,000.00	Leisure Services	Grant Spec Revenue Fund
11/14/2025	THE MANITOWOC COMPANY INC	Parts & Labor to Replace Lift Cylinder on Crane	29,321.10	Fleet Management	Fleet Management Intr Serv Fund
11/14/2025	HNI WORKPLACE FURNISHINGS LLC	Furniture Systems for IT Cubicles	28,131.99	Information Technologies	General Capital Projects Fund
11/14/2025	HACH COMPANY	Portable Standard Samplers Bundle (Qty. 2)	11,000.00	Public Utilities	Water & Sewer Construction Ent Fund
11/17/2025	R B PRODUCTIONS INC	MyRec.com Recreation Management Software System Renewal	11,320.00	Information Technologies	General Fund
11/17/2025	CONVERGE TECHNOLOGY SOLUTIONS US LLC	Cisco Support Co-Term Renewal	49,261.58	Information Technologies	General Fund
11/17/2025	TARHEEL CANINE TRAINING INC	Replacement of K-9	14,962.50	Police Field Operations Bureau	General Fund Special Programs Spec Rev Fund
11/17/2025	VICTOR STANLEY INC	Trash Cans at Lay Park (Qty. 17)	38,053.10	Leisure Services	General Capital Projects Fund
11/17/2025	HACH COMPANY	Samplers for MOWRF & NOWRF (Qty. 4)	49,250.00	Public Utilities	Water & Sewer Construction Ent Fund
11/18/2025	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	21,165.10	Capital Projects	TSPLOST 2018 Cap Proj Fund SPLOST 2020 Cap Proj Fund
11/18/2025	APPLIED TECHNICAL SYSTEMS INC	Installation of Alarm Systems in Buildings 100 & 200 (440 College Ave.)	10,550.00	Facilities Management	General Capital Projects Fund
11/18/2025	DELTA MUNICIPAL SUPPLY CO INC	Cellular Ultrasonic Meters with Concrete Boxes (3 locations)	33,660.00	Public Utilities	Water & Sewer Construction Ent Fund
11/19/2025	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	33,533.22	Capital Projects	TSPLOST 2023 Cap Proj Fund SPLOST 2020 Cap Proj Fund
11/19/2025	DCO INC	Carpet Installation for Old SPLOST Suite in City Hall	19,950.00	Facilities Management	General Capital Projects Fund
11/19/2025	CLASSIC CENTER AUTHORITY FOR CLARKE COUNTY	ACC Holiday Luncheon 2025	35,605.00	Leisure Services	General Fund
11/20/2025	COOK'S PEST CONTROL, INC	Emergency Bedbug Treatment - Municipal Court Suite	10,000.00	Facilities Management	General Fund
11/20/2025	ASSETWORKS INC	Fleet Focus Maintenance Software Cancellation	11,885.75	Fleet Management	Fleet Management Intr Serv Fund
11/25/2025	TT OF ATLANTA INC	Parts and Labor to Replace Transmission	10,811.08	Fleet Management	Fleet Management Intr Serv Fund
11/25/2025	ALLIANCE RESTORATION AND CLEANING INC	Flooring Repairs & Replacement - Athens Creative Theatre	40,915.49	Leisure Services	General Capital Projects Fund
11/25/2025	C PATEN & ASSOCIATES	Cabinet Replacement at Lay Park	18,969.00	Capital Projects	SPLOST 2011 Cap Proj Fund
11/30/2025	PROFESSIONAL AUDIO DESIGNS INC	Sound Study for Morton Theatre	10,858.00	Leisure Services	Grant Spec Revenue Fund
Number of Contracts	**40**	**Total of Contracts Awarded**	**$ 1,435,460.72**	Submitted by: Christy Bailey Sourcing & Contract Coordinator December 18, 2025	