

ANNUAL REPORT
COMMUNITY BENEFITS AGREEMENT
BETWEEN
THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA (“ACC”)
AND
THE LEAVEN GROUP LLC

I. Project Name: Georgia Square Mall Redevelopment Project.

II. Reporting Period: June 14, 2024 – March 1, 2025.

Note: If more space is needed for responses, attach additional sheets as addenda.

III. Owner: The Leaven Group LLC.

IV. Effective Date of Community Benefits Agreement (as amended, the “CBA”):

a. June 14, 2024.

V. Commencement Date: January 31, 2025.

VI. Financial Information

- a. A summary of Reimbursable Project Costs incurred from June 14, 2024, through the end date of the reporting period, as well as any Advances made by the Owner and Disbursements made by ACC. Please see attached Exhibit A for summary of costs made by Owner to date. No reimbursements have been requested to date.
- b. Include a comparison of actual expenditures against the Project Budget, with explanations for any variances. No Variance.
- c. Report any costs associated with the project, even if no physical construction has occurred. Same attachment as item Section VI.a.

VII. Executive Summary

- a. Provide here an overview of the project's progress during the reporting period, compared to goals or deadlines applicable for such period. See belowThe Third Amendment to the CBA was executed on 6/14/2024.

The Land Disturbance Permit for the project was submitted 11/21/2023. The Permit was approved on 10/18/2024.

Asbestos abatement is currently on-going

A Demolition Permit for the existing out parcel buildings and movie theater building is currently in for review. Demolition of the 3 buildings will occur once permit is received.

The Demolition of the buildings represents the commencement of the Horizontal Infrastructure activity as outlined in Exhibit E(5) in the CBA

VIII. Performance Commitments Progress

- a. General Status – **We are currently in compliance with the CBA milestones**

Overall Compliance Statement: Has the Owner met all CBA deadlines and goals, including, without limitation, fully performing all Performance Commitments, to the extent required for the reporting period?

- i. Yes, No (circle as appropriate). **YES**
- ii. If No, brief explanation:
- b. A report on the Compliance Status of each Performance Commitment is required below. If the Owner is not fully in compliance with a Performance Commitment, describe the non-compliance in detail as part of the related report. The statements below as to the Performance Commitments are summaries and are subject to the complete CBA.
- c. List any Force Majeure events that the Owner claims have prevented it from meeting any deadline or goal, or performing any Performance Commitment, applicable to the reporting period: **None**
- d. If any Force Majeure events are claimed in (c), above, have the conditions to claiming Force Majeure been met, including, with limitation, providing notice to ACC?

- i. Yes/No (circle as appropriate. If more than one response is needed, attach sheet with all responses)
 - ii. If Yes, explain how the conditions were satisfied and attach supporting materials.
- e. Compliance Status of each Performance Commitment

1. Affordable Housing Has not commenced

- a. **Commitment:** Setting aside and reserving no fewer than 99 units (10% of the total planned 986 multifamily residential units) as affordable housing. Has not commenced
- b. **Income Eligibility:** Units are designated for Income Eligible Residents earning no more than 60% of the Area Median Income (AMI), with income limits adjusted by household size. Has not commenced
- c. **Requirement:** Each affordable housing unit will be made available for a period of time not less than 20 years following the date on which last multifamily building of Phase receives a permanent certificate of occupancy. Has not commenced
- d. **LURA Status:** The Land Use Restriction Agreement (LURA) is agreed upon, is in the correct format, and is ready to be recorded against the applicable parcel. Has not commenced

- e. **CCSD Priority:** Offers of units to Clarke County School District (CCSD) employees with priority, if legally permissible. Has not commenced
- f. **LURA Term:** The term of the LURA will meet the 20-year affordability requirement on a cumulative basis. Has not commenced
- g. **Construction Status:** Has not commenced
- h. **Compliance Statement:** Has not commenced

2. Economic Development Partnership Opportunities Has not commenced

- a. **Commitment:** Convert approximately 81,000 square feet of the mall's second floor into loft office-type space. Has not commenced
- b. **Affordable Commercial Space:** 14,490 square feet of this space will be reserved as affordable commercial space for small, minority, and women-owned businesses (S/M/WBEs) for three years after a certificate of occupancy is issued. Has not commenced
- c. **Leasing Plans:** Lease such space to S/M/WBEs. Has not commenced
- d. **Construction Status:** Has not commenced

e. **Compliance Statement:** Has not commenced

3. CCSD and Youth Development

- a. **Commitment:** Build out and create 6,100 square feet of newly renovated mall space, which will be leased to the Boys and Girls Club of Athens to kick start their Youth Force initiative at no cost. Complete
- b. **Rights of Refusal:** If the Boys and Girls Club of Athens does not occupy such space, the Owner will notify and provide Athens Community Career Academy (ACCA) a first right of refusal, and CCSD a second right of refusal to enter into a lease for such space.
- c. **Greenspace Availability:** Make greenspace on Site available to CCSD for enhanced programming related to CCSD's arts and music departments. Has not commenced
- d. **Internship Program:** Encouragement of contractors and subcontractors to grant internships to CCSD students and develop and implement an internship program in partnership with ACCA providing employment opportunities for graduating CCSD students and recent CCSD graduates. Has not commenced
- e. **Construction Status:** Has not commenced
- f. **Compliance Statement:** Boys and Girls Club Youth Force center is complete and operating

4. Public Infrastructure

- a. **Commitment:** Provide the following public infrastructure: (1) total of 7,818 linear feet of paths including 12 ft wide multi-use path around property and bike storage and repair facilities; (2) 19.57-acre reduction of impervious surfaces; (3) 3 traffic circles, pedestrian crosswalks, urban street grid/intersections; (4) stormwater remediation and facilities; (5) common areas and public spaces, including central gathering courtyard; (6) paving and curb/gutter for the new street grid and road layout; (7) installation of 1,024 trees that are 2" caliper or greater; (8) reforestation of 24,500 sf of green space; and (9) publicly dedicated property (further outlined below).

- b. **Compliance Statement:** Demolition process of outparcels and movie theater building has started.

5. Minority and Female Business Enterprises (MFBE) Participation Demolition of buildings will be done by Minority Owned Enterprise

- a. **Commitment:** Good faith efforts exerted to afford minority and female business enterprises the opportunity to participate in each phase of business opportunities related to the acquisition, design, and construction of the project.

- b. **Pre-Construction Job Fair:** Hosting a pre-construction job opportunity fair, plans to solicit MFBE bid participation, and plans for advertising in the local newspaper. Has not commenced

- c. **Bid Consideration:** All bids will be accepted and considered, with bid selections based on qualifications and comparative pricing. Has not commenced

d. **Workforce Training and Recruitment Program:** Develop and implement a workforce training and recruitment program designed to provide MFBEs with an opportunity to meaningfully participate in construction opportunities created by the project. **Has not commenced**

e. **Compliance Statement:**

6. Publicly Dedicated Property **Has not commenced**

a. **Commitment:** Horizontal improvements such as roads, stormwater systems, traffic circles, and the multi-use trail to be conveyed to the public via licenses and/or easements.

b. **Maintenance Costs:** The costs of operating and maintaining horizontal improvements to be assumed and paid.

c. **Compliance Statement:**

7. Maintenance Plan Implementation and Recording for Publicly Dedicated Property

a. **Commitment:** Implementation of the Maintenance Plan for Publicly Dedicated Property, including roads, stormwater systems, parks, and trails, in accordance with the plan approved by ACC and recording of the Maintenance Plan in the real property records for the Clerk of Superior Court of Athens-Clarke County. **Complete**

- b. **Annual Inspections:** Annual inspections by a qualified professional to ensure proper operation and maintenance. N/A

- c. **Compliance Statement:**

- 8. West Precinct Police Station and Wellness Center

- a. **Commitment:** Offer ACC an option to extend the Police and Wellness Center Lease for a term of up to twenty-five years, at the same rental rate being paid on the Dated Date of the CBA (March 7, 2023).

- b. **Compliance Statement:** Lease has been extended one year.

- 9. Education Center

- a. **Commitment:** Provide 4,000 square feet of existing mall space for education programming or other after school facility that benefits ACC school children.

- b. **Compliance Statement:** Has not commenced

IX. Other

- a. List other material steps toward performing the Performance Commitments and state their compliance status. Addressed in Executive Summary

X. Project Milestones and Requirements

- a. Owner to complete the attached spreadsheet to report on milestones and requirements. Demolition process of the movie theater and outparcel buildings have started. Spreadsheet has not been filled out as no vertical activities have commenced.

XI. Supporting Documentation

- a. Attach any relevant documents, such as permits, approvals, financial statements, and communications with ACC, to support the information provided in the report. Please see exhibit A attached for costs spent to date by the Leaven Group

XII. Corrective Action Plan

- a. Detail a corrective action plan to address any non-compliance, including a proposed revised project schedule and any necessary modifications to the CBA. Note - these would be Material Modifications subject to the provisions of the CBA applicable to Material Modifications. N/A

The undersigned hereby certifies the within and foregoing Annual Report to be true and correct and further certifies that the Owner is fully in compliance with the CBA including, without limitation, all of its deadlines, goals and Performance Commitments for the reporting period of this Annual Report, except only as expressly, fully and fairly disclosed as a non-compliance and identified as a non-compliance in this Annual Report.

OWNER:

THE LEAVEN GROUP LLC, a Georgia limited liability company

By: Mark Jennings
Name: Mark Jennings
Title: MEMBER

ATTEST

By

Jenny L Lee
Name: Jenny L Lee
Title: Executive Assistant

Exhibit A
Predevelopment Costs

Land Acquisition	\$ 25,063,746.00
Architectural	\$ 2,443,495.13
Engineering	\$ 903,451.30
Environmental	\$ 2,695.00
Impact Fees and Permits	\$ 6,075.50
Legal and Consultants	\$ 1,849,728.67
Taxes and Insurance	\$ 521,760.64
Financing	\$ 1,000.00
Marketing	\$ 67,483.57
Carry Costs	\$ 128,548.56
Development Fees	\$ 115,372.35
 TOTAL	 \$ 31,103,356.72

Mall Area TAD Redevelopment Annual Report

Reporting Period

June 14, 2024 - March 1, 2025

Report #

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This annual report is required under section 7.24 in the Community Benefits Agreement between Athens-Clarke County Unified Government and the Developer effective XX/XX/XXXX.

PROJECT TITLE Georgia Square Mall Redevelopment Project

COMPANY NAME The Leaven Group, LLC

PROJECT MANAGER [Project Manager's name]

DATE

3/19/25

TOTAL AMOUNT OF REIMBURSEMENT REQUESTED TO DATE:

\$0.00

TOTAL AMOUNT OF REIMBURSEMENT PAID TO DATE:

\$0.00

VERTICAL CONSTRUCTION HAS NOT COMMENCED

PROJECT DETAILS						PROGRESS		COST/HOURS		
TASK NAME	DESCRIPTION	PRIORITY	START DATE	END DATE	DURATION	STATUS	% DONE	FIXED COST	ESTIMATED HOURS	ACTUAL HOURS
Phase 1A: Horizontal Infrastructure						0%	\$0.00	0	0	0
Horizontal Infrastructure	Hardscape Roads	High			0	Not Yet Started	0%		0	0
	Utilities	High			0	Not Yet Started	0%		0	0
	Stormwater Improvements	High			0	Not Yet Started	0%		0	0
	Sidewalks	High			0	Not Yet Started	0%		0	0
	Landscaping	Low			0	Not Yet Started	0%		0	0
	Alley ways	Low			0	Not Yet Started	0%		0	0
	Other	Low			0	Not Yet Started	0%		0	0
Phase 1A: Buildings						0%	\$0.00	0	0	0
Building 1 - Remaining Mall	Details of task here	Low			0	Not Yet Started	0%		0	0
Building 2 - Retail	Details of task here	Low			0	Not Yet Started	0%		0	0
Building 3 - Senior	Details of task here	Low			0	Not Yet Started	0%		0	0
Building 4 - Multi/Retail	Details of task here	Low			0	Not Yet Started	0%		0	0
Building 6 - Retail	Details of task here	Low			0	Not Yet Started	0%		0	0
Townhomes	Details of task here	Low			0	Not Yet Started	0%		0	0

Transit Station-related Responsibilities: Horizontal Infrastructure					0%	\$0.00	0	0
Horizontal Infrastructure	Hardscape Roads	High	0	Not Yet Started	0%		0	0
	Utilities	High	0	Not Yet Started	0%		0	0
	Stormwater Improvements	High	0	Not Yet Started	0%		0	0
	Sidewalks	High	0	Not Yet Started	0%		0	0
	Landscaping	Low	0	Not Yet Started	0%		0	0
	Other	Low	0	Not Yet Started	0%		0	0
Phase 2					0%	\$0.00	0	0
Building 7 - Multi/Retail	Details of task here	Low	0	Not Yet Started	0%		0	0
Townhomes	Details of task here	Low	0	Not Yet Started	0%		0	0
Phase 3					0%	\$0.00	0	0
Building 5	Details of task here	Low	0	Not Yet Started	0%		0	0
Outparcels - 1	Details of task here	Low	0	Not Yet Started	0%		0	0
Outparcels - 2	Details of task here	Low	0	Not Yet Started	0%		0	0