Mayor & City Council

Regular Session Meeting

~ Agenda ~

City of College Park
3667 Main Street
College Park, GA 30337

http://www.collegeparkga.com
404-669-3756 (Main)

Experience College Park
Georgia's Global City

Monday, December 7, 2020 **7:30 PM** **Council Chambers**

1. Opening Ceremonies

A. Pledge Of Allegiance

B. Invocation

2. Additions, Deletions, Amendments, or Changes to the Agenda
3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated November 16, 2020

ACTION:

_____

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B. Approval of Workshop Session Minutes dated November 16, 2020.

ACTION:

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4. Proclamations, Resolutions, Plaques, and Announcements

A. Expression of appreciation to the Mayor and City Council for their support of the Conley Recreation Center Summer Dance Program by Tia Singleton Taylor of the Main Attraction Dance Studios & Dancing Towards Sisterhood program.

5. Remarks of Citizens
6. Other Business

A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software. See memorandum dated December 2, 2020 from Director of Power Hugh Richardson. Also, see attached PowerPoint presentation.

B. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated December 3, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.

7. Public Hearings

A. Public Hearing to consider a zoning modification presented by the Folia Group to the Hawthorne Station PD - Planned Development located at 0 Karen Road to remove the zoning conditions for lot width and lot coverage requirements due to a change of builder to Rocklyn Homes. See memorandum dated December 2, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Wards 2 & 4.

ACTION:

8. Bids, Change Order Requests and Contracts

A. Consideration of and action on a request for approval of the replacement of the 7.5 ton Air Handling Unit (AHU-6) at the Federal Aviation Administration (FAA) Regional Headquarters. See memorandum dated November 18, 2020 from City Manager Terrence R. Moore and letter dated November 10, 2020 from Colliers International Commercial Property Manager Ron Wilkerson recommending Batchelor & Kimball, Inc. in the amount of $27,284.00. Also, see attached proposal. This is a budgeted item. Ward 3.

ACTION:

B. Consideration of and action on a request for approval of a solar initiative power purchase contract between the City of College Park and the Municipal Electric Authority of Georgia (MEAG Power) to purchase 2 MW of solar power for 20 years. See memorandum dated December 2, 2020 from Power Director Hugh Richardson recommending approval. Also, see attached proposed purchase power contract.

ACTION:

C. Consideration of and action on a request to adopt a resolution approving a Tax Allocation District (TAD) Project within the Six West Development recommended by the Tax Allocation District Advisory Council. See memorandum dated December 3, 2020 from Executive Director of the College Park Business and Industrial Development Authority Artie Jones, III, recommending adoption of the resolution. Also, see supporting documentation.

ACTION:

D. Consideration of and action on a request for approval of a one-year landscape maintenance services agreement for the Georgia International Convention Center, The Arena, Main

Street and detention ponds. See memorandum dated December 3, 2020 from Convention Center Executive Director Mercedes Miller requesting consideration of vendor selection approval. Also, see attached proposed agreements. This is a budgeted item.

ACTION:

E. Consideration of and action on a request for approval of bids received for professional engineering services for Community Development Block Grant (CDBG) funded projects. See memorandum dated December 3, 2020 from Director of Recreation & Cultural Arts Michelle Johnson recommending Metrocorp Development Enterprises, Inc. to provide professional engineering services. Also, see attached proposed professional services agreement.

ACTION:

F. Consideration of and action on a request for approval of an annual service agreement between the City of College Park and Motorola Solutions, Inc. for maintenance, support, or other services for the Police Public Safety radio system. See memorandum dated December 1, 2020, from Chief of Police Ferman Williford requesting approval in annual amount of $174,036.81. Also, see attached Service Agreement. This is a budgeted item.

ACTION:

G. Consideration of and action on a request for approval of the Indemnification & Hold Harmless Agreement and Right of Way Maintenance Agreement in substantially the same form as attached between the City of College Park and the Georgia Department of Transportation for implementation of the Main Street College Parklets project. See memorandum dated December 2, 2020 from City Manager Terrence R. Moore and City Attorney Danielle Matricardi. Also, see attached agreements.

ACTION:

9. Unfinished (Old) Business

A. Consideration of appointments to the Comprehensive Plan Steering Committee for the update of the City of College Park Comprehensive Plan by the Atlanta Regional Commission (ARC). See memorandum dated December 3, 2020 from City Planner Michelle Alexander.

ACTION:

10. New Business

A. Second Quarter Budget Adjustments Considerations. See memorandum dated December 3, 2020 from City Manager Terrence R. Moore, GICC Director Mercedes Miller, Director of Finance & Accounting Althea Philord-Bradley & Financial Advisor Ed Wall. Also, see attached supporting documentation.

ACTION:

B. Consideration of the temporary closure of the Georgia International Convention Center and the Gateway Center Arena. See memorandum dated December 2, 2020 from Convention Center Executive Director Mercedes Miller.

ACTION:

11. City Attorney's Report
12. City Manager's Report

A. Revisions to the City of College Park's Acceptable Use of City-Owned Vehicles Policy. See memorandum dated December 3, 2020 from City Manager Terrence R. Moore. Also, see attached supporting documentation.

ACTION:

B. Discussion and update on top ten delinquent property tax payers. See memorandum dated December 2, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. NO ACTION REQUIRED.

C. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated December 3, 2020 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. NO ACTION REQUIRED.

13. Report of Mayor and Council
14. Executive Session
15. Approval of Executive Session Minutes
16. Adjournment

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8411

DATE: November 25, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Regular Session Minutes dated November 16, 2020

See attached Regular Session Minutes dated November 16, 2020.

Thank you.

ATTACHMENTS:

- RS111620 (DOCX)

Review:

- Shavala Moore Completed 11/25/2020 9:43 AM
- Rosyline Robinson Completed 11/25/2020 1:52 PM
- Terrence R. Moore Completed 12/01/2020 11:52 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
NOVEMBER 16, 2020

MINUTES

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore; City Clerk Shavala Moore; City Attorney Winston Denmark.

Absent: None.

1. Opening Ceremonies.

   A. Pledge of allegiance to the flag.

   B. Invocation by Chaplain Alexander.

2. Additions, Deletions, Amendments, Or Changes To The Agenda. None.

3. Presentation Of Minutes Of City Council.

   A. Regular Session held November 2, 2020.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated November 2, 2020, with correction, seconded by Councilman Allen and motion carried as follows: (All Voted Yes).

Page 12, line 512 – speaker s/b Mayor Motley Broom…"

   B. Workshop Session held November 2, 2020.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated November 2, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements. None.

5. Remarks Of Citizens.

   a. City Clerk Shavala Moore read into the record comments from Barbara Hampton. While living in Ward 4, I have had the honor of being a constituent while the Late Councilman Phillips held the office. Councilman Phillips served well and diligently until his passing. When the mandate passed to Councilman Gay, he stepped into a place of challenges that required him to be thick skinned and strong enough to ignore personal biases against him

because he had pledged to serve our ward putting our interests first no matter the cost. Day 1 to present he has kept that pledge bringing new business, securing funding to help those previously denied and using those funds to ensure our ward prospered. We began to see beautification, sidewalks, bus stops, and so much more. Councilman Gay led with dignity and honor. We all should be grateful that we had and have a capable committed leader.

b. City Clerk Shavala Moore read into the record additional comments from Barbara Hampton. As I embark upon my current transition, new office in a new city, I cannot allow it to go unsaid the importance of having been a resident of Ward 4 under your capable leadership. From the moment you took office, Ward 4 has prospered and bloomed. Your forthright approach to leadership by example has been exemplary. Both yourself and gracious first lady Pamela set examples we can all be proud of. The first family always polite, concerned, and supportive have shown themselves to be Ward 4 champions and advocates for your constituents. It is my sincere prayer and desire that the city I love that has helped to shape me with my business and added to my life, will see another term under your capable guidance. CEO of Hampton & Associates.

c. City Clerk Shavala Moore read into the record comments from Jennifer Crooks. I have been a resident of Ward 4 of College Park for 6 years. Growing up I have been familiar with this neighborhood and the park and the various different businesses and shops in the Jamestown Plaza. I am now currently a Master of Social Works at Georgia State University completing a community analysis of the Jamestown property here in Ward 4. Through my analysis I interviewed residents, business owners, and stakeholders like Councilman Gay.

As I met with Councilman Gay, he informed me of the rich history of the Jamestown community and what he views as the community assets and issues. I was given the opportunity to hear his goals and visions for the community I currently reside in. I was also able to hear from long-term residents that have noticed the changes in the community over time. Although this community analysis is an assignment for my class, it sparked a desire to become an avid participant in my community. There are so many strengths in both the Jamestown community and the wide area of Ward 4. Community involvement is a crucial aspect to both the development of the individual and the neighborhood. Without a gathering space or resources, it is difficult to engage members of the community to invest important resources that they have into the community.

Many of the residents and business owners I had the opportunity to interview expressed their dismay with the conditions of the Jamestown Plaza and the now vacant shopping center. In my interview with Councilman Gay, I brought this concern to his attention. I understand that the 18 acres resides in our adjoining Ward 2. This is the front door of our residential community. It is under power lines and intersects to major streets.

Please consider use that expands the park, attracts visitors, and serves as an economic engine for the corridor. This land could potentially become an asset and strength to the community if it is developed in a manner that listens to the public's input and pays careful

attention to the strengths of the community. I believe this land could be developed into community centers that provides social services specially tailored to the demographics and needs of Ward 4 and our City of College Park. This development could transform how closely residents identify and interact with the community. It will provide unity among residents in the city and attract businesses and organizations that can heighten the economic status of the area. This space could be a safe haven for our youth, a meeting space to boost community involvement, and a way to promote healthy lifestyles for residents in College Park.

d. City Clerk Shavala Moore read into the record comments from Munira Bhai, Owner of Chevron Food Mart located at 2407 Riverdale Road, College Park, Georgia, 30337. Across the street from our store is a vacant lot known as the 18 acres, BIDA property. We have hoped that this land is developed to bring more business and commerce to the corridor. We pay a considerable amount of tax and fees to the City of College Park, Georgia.

Councilman Gay has been the Councilmember, and he has told us about several potential developments for the property. He told us about a 400-room hotel, a community center, and a sports complex. We are disappointed none of these developments ever occurred. From talking with Councilmember Gay over the years, he has been passionate and optimistic about development at that land. He explained that the land sits in the corner of another ward, but he felt the City leaders all were like-minded and supportive of a good development or the ones he supported. The important thing we want to express that certain development will impede the growth of the area.

Councilman Gay works hard to keep large tractor-trailers from entering the community from this corridor. What we see is when groups have events at that land, business increases 100 percent. We hope that whatever is being proposed will be commercial development that attracts visitors and adds significant value to the Ward 4 community. I'm excited to learn that maybe a development being proposed may bring visitors and give the community seniors, apartment dwellers, and visitors a city-wide amenity with great beautification of the land. Thank you and regards.

e. City Clerk Shavala Moore read into the record comments from Ms. Selissa Jefferson. The City of College Park needs to continue the efforts on installing the splash pad in Charles Phillips Park. The community engagement of Ward 4 is not determined by one or two residents, but through a total consensus of all residents, and the children and family development in the City of College Park matters.

It's appalling that we elected a Mayor and bias Council that do not put all citizens' improvement of our quality of life as first priority. The current state of economic development in Ward 4 is ZERO. And for this Mayor and bias alliance Councilmembers to continue to this practice of ignoring the residents in Ward 4 is a travesty. What have we gained under this Mayor's weak and lack thereof leadership … higher taxes, higher utility rates, and debt. There has been no improvement since the last Mayor's corruptive regime and still the same practices are continuing against Ward

4. We are tired of the discrimination, biases, and alliance council practices. Ward 4 wants our splash pad and to expand Charles Phillips Park into the Ward 2 (18 acres) into a conservatory park. For once, try to do the right thing by the single black mothers and force in our community, and rid yourselves of your bias against our community. Black families matter. Ward 4 community stakeholder.

City Clerk Shavala Moore said those are all the comments that were submitted to be read into the record. We then have 2 individuals to sign in; Ms. Louise Harris and Kenneth Anderson.

Mayor Motley Broom asked Mr. Hicks if Ms. Harris was on the line.

Chief Information Officer Michael Hicks said I don't see either one of them on the line. There is a cell number here that is unidentified. There are other callers that have raised their hand.

Mayor Motley Broom said okay. We will go to 1 minute for the individuals who wish to speak. How many people do we have Mr. Hicks?

Chief Information Officer Michael Hicks said we have 3 people.

f. Stanley Muhammad said I have 2 people to lend me their minutes. Is that permissible?

Mayor Motley Broom said not at this time, sir. Just 1 minute.

Mr. Muhammad said I want to oppose the renewal of the contract of Chief Williford who have not demonstrated culture diversity in my personal experience under his tyrannical leadership injustice. And I'm asking the Council & Mayor to choose a police officer that reflects the majority of College Park, which is black. And look around the country and see all the white police brutality going on and ask yourself the question: Do you want College Park to reflect what is going on around the country such as a George Floyd, Ahmed Aubrey, Breonna Taylor, and the injustice that we see all over the country? He is not qualified. He does not have a degree as the policy requires all black chief officers require a degree. Why are you allowing the white officer who is racist in nature to be able to be over the City of College Park; majority black? Shame on you, Council, if you continue this contract. Thank you very much.

g. Ashley Holt said we are looking to rezone our property.

Mayor Motley Broom said yes, and we will get to that. Anyone else who wishes to speak for 1 minute that did not sign up before?

There were no further comments made.

6. Other Business.

A. Discussion and update on recently adopted ordinances and resolutions.

There were no comments on this item.

7. Public Hearings.

A. Public Hearing to consider the rezoning of 2154 Rugby Ave from R1 - Low Density Residential to R2 - Medium Density Residential Zoning District. Ward 1.

City Planner Michelle Alexander explained the rezoning request. The Planning Commission recommended approval. We recommend approval with a condition for City Engineer to approve the location of the driveway that is proposed, should you agree to grant their request.

Mayor Motley Broom said the applicant is here. Mrs. Holt, do you wish to add anything?

Mrs. Holt said we have retired, so we are going to move. It will really improve the property values around there. We love it here, but it's time to go to the beach.

Mayor Motley Broom said we will miss you.

Mrs. Holt said thank you.

Mayor Motley Broom declared the public hearing open.

Mayor Motley Broom asked if there was anyone from the public that would like to speak for or against the rezoning of 2154 Rugby Avenue.

City Clerk Shavala Moore reiterated the process for citizens to click on the Zoom link for an invite to the meeting.

Mayor Motley Broom asked Mr. Hicks, do you see anyone who wishes to speak?

Chief Information Officer Michael Hicks said no, ma'am, I do not.

Mayor Motley Broom said all right.

Mr. Stanley Muhammad said it sounds like the request of this couple, which is in Ward 1, seems like they always get special privileges. And it sounds like the request is subjective and not looking out for the interest of the entire city. And I don't think that there is enough information available for us to make a real and sound decision. Why should we rezone our city for a couple who desires to move out of our city to a beach? And then here we are as majority black people, we make basic requests that gets ignored by Council and Mayor. But this couple seems privilege that they get on the agenda, and they want to rezone for their personal reasons. And then you are not telling us why we should rezone it as a whole, and they are leaving the city. They no longer want to be a resident of College Park but want to rezone it for them and then they leave. Who benefits?

Mayor Motley Broom said thank you for that. The agenda packet is available on-line, so all the information that accompanied this particular application is available for the public to view, prior to the meeting through our City Clerk's tab on our website.

Mr. Muhammad said I'm asking the question, Mayor.

Mayor Motley Broom said the information is available on ***collegeparkga.com***. Anyone else to speak?

There were no further comments made.

Mayor Motley Broom declared the public hearing closed.

Mayor Motley Broom asked, do Councilmembers have any questions?

Councilman Allen said it says the City Engineer will approve the driveway outlines. Have you looked at the driveway options yet, or will that be done at a later date?

City Planner Michelle Alexander said the proposal is just the conceptual plan. And the proposal was what raised the City Engineer's condition to say that she needs to see revised drawings, and the City Engineer is satisfied that the driveway location is safe and appropriate.

Councilman Allen said thank you.

Mayor Motley Broom asked Ms. Alexander to explain how this came before us.

City Planner Michelle Alexander said sure. The agenda packet shows the City Planner's staff report which might help too. An applicant comes in and they are required to have a pre-application. They meet with the City Planner to see if their property is even eligible to be approved. If that is okay, the application is reviewed by staff, and it becomes advertised. That first public hearing takes place before the Planning Commission. That Body gives the community any public comment to speak for or against and state their reasons. The Planning Commission uses their information to make their recommendation, along with the staff report, and from there it is advertised again so that the City Council's hearing is made available to the public.

(City Clerk Shavala Moore puts the Zoning Map on screen)

City Planner Michelle Alexander said the adjacent property and the ones behind it would be compatible with that size. Lot sizes and uses are available on the website. Anyone can call the City Planner and we can talk you through any of the cases so you are informed. Tonight you have the public hearing to comment on and to deliberate.

Mayor Motley Broom said thank you for walking us through.

Mayor Motley Broom asked, does anyone have any questions?

Councilman Clay said no. I got mine answered.

ACTION: Councilman Clay moved to approve a request from City Planner Michelle Alexander on the rezoning of 2154 Rugby Ave from R1 - Low Density Residential to R2 - Medium Density Residential Zoning District, seconded by Councilman Allen and motion carried. (All Voted Yes).

8. Bids, Change Order Requests And Contracts.

A. Consideration of and action on a request for approval of a contract for services for the design of the bridge to cross Camp Creek tributary between Yale and Columbia Avenue within the Six West development.

Director of Economic Development Artie Jones explained the request.

Director of Economic Development Artie Jones said back in the winter of 2019, Jackson and I put out an RFP for On-Call Engineering Services. There were 13 groups that applied, and there were 4 groups that make the cut, as far as On-Call Engineering Services. Out of those 4 organizations, Jackson and I put out an RFP for Six West Design Services. Out of the four firms that we put out for, there were 3 firms that submitted a proposal. Within your packet you will see the ones under the bid tabulation that provided bids for the work. Jackson and I are suggesting a recommendation that we move forward with Kimley-Horn for design services for the Six West Bridge. We are here to address any questions that you might have.

Mayor Motley Broom said I am sure there will be some. I have a couple, but I will open it up to the group.

Councilman Clay said I have several. Go ahead and ask yours, Mayor.

Mayor Motley Broom said mine is the elevation of the bridge and how we are planning for the 10-year flood year. But it seems to me that we are having all these exceptional events that everyone keeps on saying 100 year flood or 500 year flood. Is the 10-year plan enough?

Special Projects Administrator Jackson Myers said right now it is 3 culverts, concrete and metal culverts that Rhodes Street flows over. Once we build the bridge, we can remove those 3 culverts. And since I have been here, 16 years now, I have not seen that culvert overflow or anything. We don't feel that this will be a raise in elevation because we are taking out the 3 culverts.

Councilman Clay said we talk about issues with the crossings downstream. And opening up these 3 culverts means that the water can pass through more freely. And I think that is more of an area of concern than at this bridge itself.

Mayor Motley Broom said I was getting to that.

Councilman Clay said so, what do we do about that? And that came into a question that I had, the no rise condition must be obtained on the property downstream. And it said, well, if it is infeasible, then it would not. On packet page 85, the hydrologic and hydraulic approach (reading). So, that is the answer I got from them, and I paraphrased. But that still doesn't answer my question. It still sounds like we can have impact downstream, and that means more cost presumably. Can anybody comment on that?

Mr. Mike Lobdell, Kimley-Horn, said if it is down towards the golf course that will just need to be documented in the map provision with FEMA.

Councilman Clay asked, is there a cost impact, or is it as simple as saying we documented that these crossings are going to flood out? Or, do we say, no, we have to build the crossing higher, or what?

Mr. Lobdell said the review with FEMA will be about $6,500.00 to $8,000.00. That is going to be part of the hydraulic study that we are doing as part of the City's guidelines.

Councilman Clay said and you gave me those numbers later on, but that is all that is required. We don't need to worry about the fact that we are going to overflow the crossing, or what have you.

Mr. Lobdell said we needed to determine at that point where it goes under Camp Creek Parkway.

Councilman Clay said what I am trying to get at is, do we have any idea at this point of what the financial impact is? For example, do we have to dig up Camp Creek Parkway and put more capacity for flow underneath that?

Mr. Lobdell said not Camp Creek Parkway, but maybe finding a detention above the bridge or downstream to mitigate whatever that would be.

Councilman Clay said what I am trying to get at is: I don't want a big surprise later on in this project and that we have to spend $2 million to do something major at Camp Creek, the road.

Mr. Lobdell said understandable. We won't know that until we do the modeling itself. It wouldn't be the case with designing the entire project and then surprising you at the end.

Councilman Clay said that's where I'm going. How soon are you going to have that done?

Mr. Lobdell said that would be the first order of business, a 6-week process to get that modeling done.

Councilman Clay said so first of the year.

Mr. Lobdell said yes, sir.

Mayor Motley Broom asked, do any other members of Council have any questions?

Councilman Allen said it will be a 2 lane and then expanding it into a 4 lane.

Special Projects Administrator Jackson Myers said that's correct.

Councilman Allen asked Mr. Myers, can you explain the reasons why we don't do it at one time?

Special Projects Administrator Jackson Myers said it will cost us more money. And 2 lanes will be coming off of Camp Creek Parkway, and the bridge is designed to be able to add additional lanes as the development grows. We felt it would be better to save the money up front. Once we come back for construction costs, then we can talk about the additional 2 lanes.

Councilman Clay said I looked through this document pretty carefully. They are really going to build half a bridge. In other words, they are going to have the crown, the high part of the road will be in the center, so it will slope to the east. And then as traffic demand goes up and more action goes on, they will knock out the wall, the parapet, on the west side of the bridge, let's say, and they will then build the other half with the sloping down to the west.

Councilman Allen said I just wonder how much it would cost to do another lane, rather than do 4 lanes right now. But with the money short, we may just do the 2 lanes right now.

Councilman Clay said that's what we agreed to in the past was to bring in 2 lanes to start. It's a cash flow issue. Removing the parapet is not a major thing.

Mayor Motley Broom said this RFQ was solicited to our On-Call Engineering firms; is that correct?

Director of Economic Development Artie Jones said yes, ma'am.

Mayor Motley Broom asked, is there any issue that this did not go out broader, like a bid process?

Director of Economic Development Artie Jones said I will let Jackson speak to that.

Special Projects Administrator Jackson Myers said we did a process where we advertised through the Purchasing Department. We picked these firms so we would save the City time and money by not having to keep spending money on advertising. So, we came back and asked Mayor & Council for permission to pick these engineering firms so that we could go and use the Brooks Act and talk to them and came up with the best price by what we needed to go forth and do with the new Six West and negotiate the best deal.

Mayor Motley Broom asked City Attorney, are we good legally?

City Attorney Winston Denmark said yes, ma'am, I think we are good.

Mayor Motley Broom asked, anyone else have any more questions?

Councilman Clay said on packet page 88, top paragraph (reading). That may be obvious to everybody, but I think we ought to be aware of that. And then at the bottom of the page (reading), and I asked, what are the ballpark tasks for surveys and mitigation bank credits that might be needed? And it turns out that the answer is that further studies are not anticipated despite that concern.

Special Projects Administrator Jackson Myers said that is because we are crossing in a stream right now. We are in the stream.

Councilman Clay said my next question I got a satisfactory answer to, so no point going through that.

Councilman Clay said the one thing I didn't get an answer to is packet page 93. I got an answer, but it didn't seem to quite answer the question. The chart in the middle where we talk about the cost, the cost of the first 5 items are $261,000.00, if I add them up. How much could this cost be expected to increase based on adverse findings that require additional study? And the answer to that question was $8,000.00 for the coordination with FEMA. And then another study would be the environmental study that would be about $10,000.00. But is it likely that there will be an environmental study? Can Mike answer that?

Mr. Lobdell said we don't anticipate it. That was something we did look at as part of the Economic Development Grants this summer. They don't foresee any protected species being in there or anything out of the ordinary, other than what is already included in this proposal.

Councilman Clay said okay. Good.

Councilman Clay said on packet page 96, item 4 at the bottom (reading), my question, and maybe it is for the City Attorney, will sales tax be required? And the answer that I got from Kimley-Horn was no sales tax will be on the invoice. But when we were building the Arena, we had issues with sales tax. So, do we have to pay the sales tax regardless of whether it is on the invoice?

Mayor Motley Broom asked, wasn't that in regard to materials?

Councilman Clay said with the Arena it was materials.

Mayor Motley Broom said we are paying for a service here.

City Manager Terrence Moore said is there tax on materials for services, no.

Councilman Clay said on packet page 97 (reading), my question was: Do we get the electronic files in? Are we going to be charged for the files, or can we just get them and replicate them as we need to do? And the answer was that they would be included at no additional cost. So, those are my questions.

Mayor Motley Broom asked, anyone else have any other questions or comments?

There were no further questions or comments made.

ACTION: Councilman Clay moved to approve a request from Director of Economic Development Artie Jones III on a contract for services for the design of the bridge to cross Camp Creek tributary between Yale and Columbia Avenue within the Six West development, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Consideration of and action on a request for approval of a one (1) year extension of the current annual contract agreement with Utility Services Incorporated for the City of College Park's two (2) elevated water tanks located at W. Fayetteville Road and Charlestown Drive. Wards 2 and 3.

Councilman Allen asked, was the amount the same last year, or less this year?

Director of Public Works Mike Mason said it is less this year.

Councilman Allen asked, did they have any concerns last year?

Director of Public Works Mike Mason said no, sir.

ACTION: Councilman Clay moved to approve a request from Director of Public Works Mike Mason on a one (1) year extension of the current annual contract agreement with Utility Services Incorporated for the City of College Park's two (2) elevated water tanks located at W. Fayetteville Road and Charlestown Drive, seconded by Councilman Allen and motion carried. (All Voted Yes).

9. Unfinished (Old) Business. None.

10. New Business.

A. Consideration of and action on revisions to the City Ordinance - Post-Development Stormwater Management for New Development and Redevelopment to improve the City's ability to control the quality and quantity of stormwater runoff discharged from development.

City Engineer Loretta Washington explained the revisions to the City Ordinance related to stormwater runoff discharged from developments.

Mayor Motley Broom asked, any questions for Ms. Washington?

Councilman Allen asked, does it include Six West?

City Engineer Loretta Washington said it does include Six West. It does offer feasibility and opportunities.

Councilman Gay said Ms. Washington, we went on a site visit with Public Works and the Stormwater Director a couple of weeks ago. We visited 4 tributaries in our city in Ward 4. Will this study by any chance address all the water tributaries or creeks in the city? Because the biggest issue is that all the residents were told we have to go back and check to see if we are responsible for this body of water.

City Engineer Loretta Washington said the City is responsible for the runoff for the quality and quantity. So, it depends on the actual creek or whatever that we could take a look at.

Councilman Gay said so this revision to redevelop will address all the creeks where stormwater is channeled.

City Engineer Loretta Washington said yes. All stormwater is to be addressed, the runoff and the water quality.

Councilman Gay asked Mike Mason, can you help me with my question?

Director of Public Works Mike Mason said this ordinance is related to the development. If I build an office building, parking lots and shopping malls, for the stormwater runoff you have to put in reservoirs to improve the quality. They can't have cars parked on the lot where oil and antifreeze can mix with the local streams. It requires that surface runoff measures are taken to provide the quality of the stormwater runoff.

Councilman Gay said okay.

Director of Public Works Mike Mason said this is totally different from what we looked at.

Councilman Gay said thank you.

Mayor Motley Broom asked, is there a motion?

ACTION: Councilman Clay moved to approve a request from City Engineer Loretta Washington on revisions to the City Ordinance - Post-Development Stormwater Management for New Development and Redevelopment to improve the City's ability to control the quality and quantity of stormwater runoff discharged from development, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Consideration of and action on a request to approve City Holidays for Calendar Year 2021.

ACTION: Councilman Allen moved to approve a request from City Manager Terrence R. Moore on the City Holidays for Calendar Year 2021. See memorandum dated

November 9, 2020 from City Manager Terrence R. Moore, seconded by Councilman Clay and motion carried. (All Voted Yes).

C. Consideration of and action on a request for approval of the City of College Park Mayor and City Council Meetings schedule for calendar year 2021.

Mayor Motley Broom asked, any questions?

Councilman Clay said it looks good to me.

ACTION: Councilman Clay moved to approve a request from City Manager Terrence R. Moore on the City of College Park Mayor and City Council Meetings schedule for calendar year 2021, seconded by Councilman Allen and motion carried. (All Voted Yes).

11. City Attorney's Report.

City Attorney Winston Denmark said at the last meeting, we were looking at the City Charter. We talked about it in the context of term limits. I am preparing something to deliver to the Mayor & Council. As you may recall, I suggested that while we were "under the hood," so to speak, of doing a Charter amendment as it relates to term limits that we pick some other things that needed to be fixed. Danielle Matricardi and I were looking at things that are clearly problematic that need to be addressed while we are addressing this issue as it relates to term limits. I can just do a report that says, we think A, B, C and D needs to be fixed, or I can talk about it at a workshop session. Whatever your pleasure. When we looked up under the hood, there was more than we recommend be fixed than we initially thought.

Mayor Motley Broom asked, when would you anticipate that you would be able to have it to us?

City Attorney Winston Denmark said before the next meeting.

Mayor Motley Broom said if we could get that as far ahead of time as possible, then we may be able to make the determination whether or not it needs to be on the agenda for the next meeting. Is it possible to get it at the end of the week?

City Attorney Winston Denmark said yes.

Mayor Motley Broom said we will look for that.

12. City Manager's Report.

City Manager Terrence Moore said above and beyond A and B, consideration for the Comprehensive Plan Steering Committee appointments as reported this past Friday in the information letter. We are involved in a time frame to take the City of College Park into early fall of 2021 for the necessary fund Comprehensive Plan Update.

A. Consideration of appointments for the Comprehensive Plan Steering Committee.

Councilman Clay said if we are going to have appointees from each member of Mayor & Council, when would you like to have those names?

City Manager Terrence Moore said by the December 7, 2020 meeting. This evening is an introductory commentary about the prospect.

Councilman Clay said if you are talking about appointees, in addition to the Planning Commission, I can give you a name tonight.

Mayor Motley Broom said the way I see it is someone on the Planning Commission Chair would serve, correct?

City Planner Michelle Alexander said it is proposed to have the Chair, then representatives from other key organizations, and then each of you identify who you wish. And the thought is that the Chair would come to each of the committee meetings, but then report back regularly to the Planning Commission and solicit from their membership.

Councilman Clay asked, do we have a consensus or approval of the list of representatives that are on the Planning Commission as Chair, someone from BIDA and Main Street, Chair or representative, et cetera, et cetera?

City Planner Michelle Alexander said correct. And each of your individual appointees, and consider all the names in the hat for approval of the whole list.

Councilman Clay said I think the list looks good to me, the various representatives. I don't know about anybody else.

Mayor Motley Broom said we have time to think about it. If no one has anything else to say, we will keep on moving with the City Manager's report.

City Manager Terrence Moore said above and beyond what we have asked, I would like to briefly mention the fact that normally the City of College Park would have a traditional holiday lighting which would occur 2 weeks from today, November 30, 2020. Michelle Johnson and I were discussing a couple of ways to host that event safely. So, that's the other activity that would involve a public gathering of sorts here at City Hall. So, my interest this evening is to ascertain any thoughts, interests or concerns that you may have as a Body. So, if you would, please.

Director of Recreation & Cultural Arts Michelle Johnson said we are looking for a virtual light-up, some entertainment prior, and then have Mayor & Council be there for the light-up, but not have our typical gathering. Or, look at canceling like what we had done for the parade. So, those are some of the options we were looking at for guidance on how everybody feels on that.

Councilman Allen asked, how many people normally show up for this event?

Director of Recreation & Cultural Arts Michelle Johnson said lots of children show up, and they are close together.

Councilman Allen said I would be inclined to cancel it for this year.

Councilman Clay said if there is a large gathering, just like I wasn't at the Rekindle Main Street Concert the other night, I won't be at this one. It will be the first one I have missed. I'm just not going to take the risk of getting into a large gathering.

Mayor Motley Broom said that is 2 no's. Councilmen Taylor and Gay?

Councilman Taylor said we need to do something, but with all the cases going on we should cancel it also.

Councilman Gay said my answer is a little bit going away from the real question. Michelle, I would like to see us invest in better Christmas decorations. Maybe in the next year.

Director of Recreation & Cultural Arts Michelle Johnson said I had a discussion with City Manager. I picked out a beautiful tree and working with Councilman Allen's wife to get new decorations, but I think that is going to have to be put off until a better time.

Mayor Motley Broom asked Councilman Gay, what do you think about the actual lighting?

Councilman Gay said I'm on the fence for the lighting. I'm going to a lot of events that are less safe than this event. I don't know. Ms. Claus, maybe we can do something with her and broadcast it on the City's website and on the Tron-Board. Maybe she can do a robocall where we can wish everybody a Merry Christmas. We still need to honor the holiday season in some way.

Councilman Clay said what if we filmed Santa and Ms. Claus coming in on the truck. Wouldn't have anybody there. We could film that and have a virtual meeting, and we could have the actual turning on of the lights at the virtual meeting. So, it is partly pre-recorded and partly virtual meeting, and the Mayor flips the switch during the virtual meeting.

Director of Recreation & Cultural Arts Michelle Johnson said that was our plan, if we were not going to have it in person.

Councilman Allen said I have no problem with that.

Mayor Motley Broom asked, will that work for everyone? I'm seeing head nods. That seems to be the consensus. Let's go in that direction. We will have a modified celebration, but still find a way to usher in the season. Thank you.

City Manager Terrence Moore said I yield.

B. Discussion and update on top ten delinquent property taxpayers.

There was no discussion on this item.

C. Discussion and update on top ten delinquent utility customer accounts.

There was no discussion on this item.

13. Report Of Mayor And Council.

Councilman Allen – said I want to wish everyone a Happy Thanksgiving.

Councilman Allen said our businesses are really trying hard. Get out and shop our local businesses. They are all in need.

Councilman Allen said we've talked about budgets and reducing spending, and I just wonder what it would take if the Mayor & Council took a slight cut in pay. Winston, what would be entailed if we did that? Or, do we need to do it voluntarily, or just a little bit, or how does that work? Do we have to change the By-laws?

Mayor Motley Broom said our salary is set by the Ordinance, correct?

City Attorney Winston Denmark said yes, ma'am. You could, by Ordinance, adjust that. State Law relates to how you increase the salary of a councilperson. There is a whole complicated process for doing that. To reduce your salary for 6 months or whatever the case might be, I think you can do an amendment to the Ordinance.

Councilman Allen asked, what if I wanted to reduce my salary just a little bit, would I have to go through that, or could I just go to Althea and have them change mine for the next 6 months or whatever?

City Attorney Winston Denmark said I think it would be a simple matter. There would not be a legal problem with an individual councilmember electing to have his or her salary reduced for a period of time. And I don't think it requires action of the Mayor & Council on an individual basis. You could do that at your leisure.

Mayor Motley Broom said just an administrative matter.

City Attorney Winston Denmark said yes, ma'am.

Councilman Gay – said I have 7 things, and I don't want to kill the mood. It's been a very good night for all. Can I get an update on the speed humps Chief?

Police Chief Ferman Williford said it's a process.

Councilman Gay asked, can you be more specific?

Police Chief Ferman Williford said we are waiting for them to be produced. They are manufactured in New York.

Councilman Gay said thank you.

Councilman Gay said the BIDA Agenda, this is not for tonight, but I would like to discuss how that agenda could be more in line with the City Council's agenda. The reason is, when I went on the website, on the public part of the agenda, it wasn't on the website. I called the communications director and he felt that that is provided by Economic Development, but it wasn't on the agenda. And I wish there could be a public comment just so it may make BIDA more transparent to mimic the council meeting, especially now that we are on Zoom.

Director of Economic Development Artie Jones said I can speak with the BIDA Chairperson. In the BIDA By-laws we have an agenda format. It does not have a section that provides audience to the public. The BIDA Chairperson can elect to have a portion of the agenda set aside for public comment, but that is still at the leadership of the BIDA Chairperson.

Councilman Gay said okay. Third thing, tractor-trailers, if you go to Washington Road tomorrow and Camp Creek, which is East Point, you can see 7 tractor-trailers parked in a parking lot. But the point I am making is they are now starting to park there for overnight stay. And I have asked already to look at it from an ordinance standpoint. If you go on Old National, you will see tractor-trailers parked in the Service Merchandise plaza. They are parked on a stopover.

Councilman Gay said to the 18 acres, we are in close proximity to the airport. This is something we have to live with, but we have to put in measures or a balance because they come down White City Road. I have gotten calls from residents that say the trucks are out here. Roosevelt Highway is a 2-lane highway, and now with Amazon trucks, we allow them to park on Sullivan Road. There are almost 2,000 Amazon trucks. We have to be mindful of the communities in Wards 2 and 4. And then you will see them coming up Main Street. We have to make that a part of our Strategic Plan.

Councilman Gay said my next comment is on Director Search. I would like for us to move forward as a city as we develop our Strategic Plan, that we have great new leadership. We need people that are ambitious. I would like for us to look at using a search for all of our directors. I ran an Occupational Health Care practice for 15 years, and I hired medical doctors, health care administrators, you name it. So my point is: It makes a difference when you bring people to your organization that has skill sets that can bring perspectives because they have been in other cities. I love the fact that we are comfortable with our coworkers who have been here for some time and put them in these positions, but I don't want us to lose the opportunity to seek other talent that is out there to bring new skills and leadership and ideas to our organization. So, I'm asking that before any other directors are hired, or chiefs, or what have you; that we do our best to give other well-qualified individuals the opportunity to show what value they can bring to our city.

Councilman Gay said the city has turned purple. Can you explain what is going on with the purple lights?

Director of Power Hugh Richardson said that is a good question. These lights are defective, and they are going to be replaced. The phosphorous is breaking down after 2 years. The company is going to pay for them to be replaced. Hopefully, in the next few weeks we will have them replaced, about 50 of them.

Councilman Gay said that's all I have.

Councilman Clay – said our mail service is terrible on my side of Lyle Avenue. I can't speak for other parts of the city. Because we are on the even side of the street, the mail truck goes out to the west, and then comes back to the east on the even side of the street. But there are nights that the truck never comes back. There are nights we don't get our mail until 10:30 p.m. Last week, in particular, November 6th and 7th, we got no mail. As far as I know, the other people on the other side of the street did get their mail. Last week there were a couple of nights that we didn't get mail again. On the Monday following the 6th and 7th, I went out and found mail in our box. And I thought, well, that is unusual because the mail truck doesn't get here until 7:30 or 8:00 at night. I brought the mail in and guess what, the mail truck came by later that night. I don't know how that mail got into our box. I'm just giving you that as an example. We have had the Postmaster come to our council meeting in the past to explain.

Councilman Allen said it is happening over here as well. We have gotten mail as late as 7:00, 8:00 at night. I know my in-laws that live in your ward this side of Mercer have had the same problem.

Councilman Clay said it's good to hear that it is not just our problem. It's a problem with the system. That might be something we can bring to the attention of the postal authority.

Mayor Motley Broom said I'm happy to do that on behalf of everyone, if you like.

Councilman Gay asked, is your mail out of the Godby Road Station?

Councilman Clay said I don't know.

Councilman Allen said our guy that delivers comes out of Godby.

Councilman Gay said I stood in line on Godby Road to get in there about 30 minutes. I called one of my buddies that works on Crown Road (Atlanta). He said they don't have enough drivers due to COVID-19. It's a low staff situation.

Councilman Clay said that is good to know. We had problems long before COVID. I think COVID made it worse. Would it be beneficial to write a letter to our Senator?

Councilman Clay said I received a couple of messages from people who want to pay their bills on-line, and I know we have a technical issue. I see Althea on the call. Do we have any idea when they are going to get the technical issue resolved?

Director of Finance & Accounting Althea Philord-Bradley said I'm not sure. I receive bi-weekly updates from the IT Department. Customers can still pay their bill on-line; however, they cannot view their billing history.

Councilman Clay said I will have to go back and check the messages I received. I was under the impression that they could not do anything. It may have just been the billing history.

Director of Finance & Accounting Althea Philord-Bradley said the gentleman said he was trying to see his billing history. It wasn't about making a payment.

Councilman Clay said I got another one today.

Councilman Clay said the purple lights, Power said we are going to replace those lights, right?

Director of Power Hugh Richardson said that is the plan.

Councilman Clay said it's not going to get better with time.

Director of Power Hugh Richardson said out of the 2,400 lights we had, we have 650 that were from that company.

Councilman Clay said this is for Michael Hicks. We need to be able to add categories to the I-Notify application. It's a great app. I have launched about 6 or 7 issues. Now you have one for traffic lights. You need one for reporting street lights that are out. But more than that, we need a mechanism for supporting new categories, or adding new categories. And I know Councilman Gay is big on this issue as well. I am sure we can suggest some new categories as time goes. So, is there a mechanism for doing that?

Chief Information Officer Michael Hicks said yes, sir, we can create those. I just haven't done them yet.

Councilman Taylor – said I want to thank Councilman Allen for the coat that he donated. And I want to try to do a Coat Drive. There are a lot of people that are in need of coats.

Councilman Taylor said get out and vote in January. That's all I have.

Mayor Motley Broom – said get out and vote in December. For parts of our city that are in Senate District 39 and the 5th Congressional District, the runoff for the remaining time in the Late Congressman Lewis' term, those 2 races are happening on December 1, 2020. Just keep that in mind.

Mayor Motley Broom said I wanted to thank the Main Street Merchants, Renee Coakley, Grace McPhillips, and the Recreation & Cultural Arts Department for all their hard work on the Rekindle College Park Program this past weekend. It was a lovely event that spanned the entire weekend, and just a great opportunity for people to get out and safely distance and have the opportunity to see each other and enjoy some lovely music and art. Thank everyone for all their efforts they put towards that.

Mayor Motley Broom said we restarted our Neighborhood Watch in a more robust way. Keep an eye out later on this week. We have a place on the website if you are interested in participating. It is starting back up in the beginning of 2021. Sign up if you are interested. That is all I have.

14. Executive Session.

15. Approval of Executive Session Minutes.

ACTION: Councilman Clay moved to approve Executive Session Minutes dated November 16, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

16. Adjournment.

Mayor Motley Broom declared the Regular Session adjourned at 9:06 p.m.

CITY OF COLLEGE PARK

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Bianca Motley Broom, Mayor

ATTEST:

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Shavala Moore, City Clerk

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8410

DATE: November 25, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Workshop Session Minutes dated November 16, 2020

See attached Workshop Session Minutes dated November 16, 2020.

Thank you.

ATTACHMENTS:

- WSS111620 (DOC)

Review:

- Shavala Moore Completed 11/25/2020 9:42 AM
- Rosyline Robinson Completed 11/25/2020 1:51 PM
- Terrence R. Moore Completed 12/01/2020 11:52 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
NOVEMBER 16, 2020

MINUTES

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore; City Clerk Shavala Moore; City Attorney Winston Denmark.

Absent: None.

Mayor Motley Broom called the workshop session to order at 5:01 p.m.

ACTION: Councilman Clay moved to take up executive session to discuss personnel, pending litigation, and the potential purchase of real estate, seconded by Councilman Allen and motion carried. Councilman Taylor not present for the vote.

(Councilman Taylor joined in via Zoom after the vote for executive session)

Mayor & Council entered into executive session at 5:02 p.m.

The workshop session reconvened at 6:00 p.m.

1. **Direction to proceed with ancillary interdepartmental expenditure budget adjustments.**

City Manager Terrence Moore said this is a fairly brief update in response to a substantive dialogue we had during the workshop session on November 2, 2020 relative to budget financial issues and challenges, whereas Enterprise Funds are moving in a fairly decent direction. We can't say the same for the General Fund and all other considerations relative to finance and budget for the City of College Park.

City Manager Terrence Moore said my interest tonight is to advise Mayor & Council that arrangements are currently being executed to review each department, particularly each department that is very much dependent on General Fund revenues to support their operations, to essentially begin the process of making reductions administratively. This will culminate in a mid-year budget adjustment consideration, in which Mayor & Council will be able to receive a comprehensive summary relative to adjustments that have been made administratively, as well as additional adjustments you all would be able to authorize via the aforementioned mid-year budget adjustment process. So, essentially a number of decreases, if you will, to help us do the absolute best we can to manage the current state of affairs.

City Manager Terrence Moore said additionally, we look forward to working with Ed Wall relative to the possibility of refinancing existing debt to work to achieve cost savings in that regard as well. That is a separate transaction from the aforementioned budget adjustment process or expenditure budget adjustment process. My interest was to provide you all with a public update in terms of the efforts we are making to be in the absolute best place possible. This is the process in the next few weeks culminated with a natural series of recommended adjustments thereafter.

Mayor Motley Broom said thank you. Any questions?

There were no questions or comments made.

2. Considerations regarding street paving criteria recommendations and protocol.

Director of Public Works Mike Mason said this is a follow up to our discussion that we had in regard to the criteria that is used in Public Works/Highway Street Division for selecting streets. There are two sets of funds that we combine; one is City Funds that are budgeted, and the second one is the Local Maintenance Improvement Grant (LMIG) that the department applies for with the Georgia Department of Transportation (GDOT). How much money we have dictates how many roads we will be able to pave.

Director of Public Works Mike Mason said so, with that being said, we come up with a list of our worst roads within the city. Since we have limited funds, we try to spread projects around between the 4 wards. It usually consists of a large project, or several smaller projects. Any questions?

Councilman Gay said thank you City Manager for putting the item on the agenda. What got a lot of calls to me was East Point paved a considerable amount of their roads. Maybe down the road we need to look at allocating more transportation tax money for streets. How do you figure we can get more roads paved given our budget Mike?

Director of Public Works Mike Mason said it will take additional funding. There was some money based on TSPLOST that we can look at and select roads to be put on that list for future projects. I'm not sure what funding East Point had, or if they put more towards the General Fund. I can't speak to that, but I can inquire and find out what funding sources they used to pave the number of roads that you mentioned.

Councilman Gay asked, has our Mayor & Council done our selection of the lottery of streets for the upcoming TSPLOST?

Director of Public Works Mike Mason said I'm not certain about the TSPLOST.

Mayor Motley Broom said I think the answer is no on that one because the TSPLOST conversations are starting next year. I think the renewal is either in 2021 or 2022.

Special Projects Administrator Jackson Myers said it starts between January and April. Then we do a referendum, and it is voted on in December and goes to the following year.

Mayor Motley Broom asked, what is the level of specificity that we have to achieve, in terms of that list? I know we are locked into that list, once the voters hopefully would approve it. Does it benefit us, or is it a detriment to talk about - - How specific should we get with those projects when we are talking about the list?

Special Projects Administrator Jackson Myers said after going through it the first time, we should utilize more of a quick response, then we are not locked into a specific street. Doing it this way we are more open to being able to move the funds to where we need to concentrate on.

Mayor Motley Broom said I know that there are companies that do it that will actually evaluate all of the roadways within a certain area and grade those roads in terms of their ability to be viable for how many ever years going forward. I thought I read that in the workshop packet that that might be a consideration.

Director of Public Works Mike Mason said that is one of the things that we have discussed is hiring an independent engineering firm to come in the city and evaluate all the roads and give us a list.

Councilman Clay said that's an excellent idea.

Councilman Allen asked, do they give you the cost to repair that road?

Director of Public Works Mike Mason said we can include that in our RFP.

Mayor Motley Broom said we have anecdotal evidence. We all get feedback about the problems people have on their street, but we don't really have a sense of where the biggest problems are and how they relate to all the other issues within the city. So, I think that would be a good starting point, if the Body is so inclined, at least to explore how much it would be. Is it possible to use LMIG funds or some other funds for that?

Director of Public Works Mike Mason said no, ma'am.

Mayor Motley Broom said I thought I'd try.

Councilman Allen said I think it's a good idea depending on how much it costs us to do that because it has an independent person coming and looking at all the streets.

Councilman Gay agreed.

Councilman Taylor said I agree.

Mayor Motley Broom asked, are there any other questions in that regard?

There were no further comments made.

3. Monthly progress report regarding Strategic Planning activities.

City Manager Terrence Moore said this is the beginning of the practice to offer monthly updates in terms of progress and any other ideas and suggestions to be offered, respectively.

Chief Information Officer Michael Hicks said as a committee, we are excited to give you all the progress on what we have been doing, in terms of goals and objectives on our Strategic Plan. You all should have a copy of the committee chairs, each charge for each committee, and an activity. (Sharing Screen).

Chief Information Officer Michael Hicks discussed the team's composition of the committee, to include co-chairs.

Chief Information Officer Michael Hicks gave an overview of the activities and tasks of the committee. This is a breakdown of the silos. Mr. Adam Saslow is on the line with us.

Mr. Adam Saslow said we are starting our fourth cycle tomorrow. My task is to give them a rhythm and cadence and set them on the path to greater interdepartmental coordination. We have set the goals, put the objectives within the goals, and developed a longer list of activities and tasks. As they move into the fifth round, how are you going to create a system of accountability? How will the check-ins be made? How will the progress be measured? That will take us to the end into the new calendar year.

Mayor Motley Broom asked, how can we support you? Let's set money aside. How can we as a Body support the work of these committees?

Chief Information Officer Michael Hicks said we would like for you all to buy into these goals and objectives. Stay in tune with us. Keep up with our progress. But most importantly, buy into what we are doing. Buy into these goals and objectives. Give us the opportunity to post them around the city. We want your input. It starts with the leadership.

Mr. Saslow said from the outside looking in, not only by interest, but hold these teams accountable for progress. This is the first time that they are coming in and reporting in on a monthly basis. I hope you demand a report from them, not only from Michael, but the chairs independently.

Councilman Allen asked, how often do we expect to get updates?

Mayor Motley Broom said I think it will be monthly; is that right?

Chief Information Officer Michael Hicks said yes. Today, Councilman Allen, we just want to lay the groundwork to show you what we are doing. I would like for Michelle Alexander and Mercedes to say a few words. Kudos to Mercedes for suggesting T-shirts to wear, advertising on the marquis and placards all around the city.

City Planner Michelle Alexander said I will defer to Mercedes and the other members, if that's okay.

Executive Director of the GICC Mercedes Miller said the Strategic Plan has bonded the department heads. It has also made us think outside of the box. I think it will take College Park to another level. During this downtime of COVID, it gives us a chance to get the groundwork done. Once we come out of COVID, it will be full speed ahead. A lot of the department heads that are not usually up front, they stepped up to meet the charge in taking on some of these committees. I think we are on the right track to our Strategic Plan and moving it forward and not letting it sit on a shelf and become a piece of paper. So, kudos to all the department heads.

City Planner Michelle Alexander said since this is going to guide our decisions and the way we put in our priorities and expand your resources and the citizens' resources, keep in mind as new demands come up, we will need to come back to you to juggle those new demands with this set list right here. Thank you.

Mayor Motley Broom asked, does anyone else want to add anything?

Councilman Clay said I have a comment. One of the things in the cover letter was addressing our moving forward and also to start looking at the core values upon which the Strategic Plan are based. And I sent an email to everybody on Council, and I think I included Terrence and Mercedes, on the 14th, after I read through the packet and saw that that was a consideration for tonight.

Councilman Clay said Dr. Chisulo and I have been working for the last 4 or 5 months ever since the Black Lives Matter movement became very evident. I have seen a sea change in the attitude of the country with regard to this whole issue. So, we have been working on how do we make a statement for the city as to what our position is on this. It started out as a resolution and moved to a proclamation, and back to a resolution. But I don't know that a resolution is the important thing. The important thing is that the concepts in it get tied to the Strategic Plan.

Councilman Clay said so, I sent this to all of you on Mayor & Council, and I would like to propose that we take this draft resolution and refine it, whether it be as a formal resolution coming out of Council, or whether it become a statement in the Strategic Plan around the core value of equity and inclusion. It impacts some of the other values as well, but it is focused on equity and inclusion. That is my proposal that I would like you to have the team look at it, maybe refine it, and see if we can either make a statement on it formally on Council, or at least include it into the Strategic Plan.

Mayor Motley Broom said the incorporation of it in the Strategic Plan is an interesting thought that I hadn't considered before you said it. I actually just sent it to Adam because I thought it might be interesting for him to take a look, as well, if there is space for that. I'm not expecting to get an answer for that on the spot, but just seeing how we weave that in in a way that is meaningful and impactful.

Mr. Saslow said my initial reaction is very supportive. I don't know that I would put it in as a core value or value statement. I think it is a stand alone that says a lot about who we are. And if Mayor & Council after discussion and debate decides that it is reflective of some broader sense of community, then I don't see why we couldn't take a few minutes to draft it into the Strategic Plan and upload that revision.

Mayor Motley Broom said we haven't had that opportunity to make any suggestions, and I don't know that everyone else is prepared to make those, so perhaps that is a conversation at the next workshop meeting, and everybody comes with their edits and their considerations surrounding that draft.

Mayor Motley Broom asked if anyone has any other questions or comments with regard to the Strategic Plan.

City Manager Terrence Moore said we made a commitment to offer a monthly update to this effect. It will be the second meeting of each month, or the third Monday of each month. Likewise, the next presentation will take place on January 19, 2021, Tuesday, due to the MLK Holiday. There is plenty of time and opportunity between now and then to get ourselves squared away. Michael Hicks and the team members will be in position to offer an update, and this will become a cultural part of this coming executive team meeting this Wednesday morning. Otherwise, ladies and gentlemen, all involved should move forward.

Executive Director of the GICC Mercedes Miller said we would like to thank you for giving us the opportunity because there are some people that have never worked on a Strategic Plan. Thank you for giving us the opportunity to work with Adam. We are all learning a lot. It is extremely valuable to new department heads that come into the city, and it pulls them in as part of the team. You all should be commended for having the vision to see it. Thank you.

Mayor Motley Broom said thank you for implementing the vision.

Mayor Motley Broom declared the Workshop Session adjourned at 6:30 p.m.

CITY OF COLLEGE PARK

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Bianca Motley Broom, Mayor

ATTEST:

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Shavala Moore, City Clerk

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8483

DATE: November 25, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: Summer Dance Program - Mrs. Tia Singleton Taylor

Plaques and Announcements

Council Meeting Date: December 7, 2020

Presented by: Mrs. Tia Singleton Taylor

Summary: Mrs. Tia Singleton Taylor would like to acknowledge the City of College Park for its support of Main Attraction Dance Studios & Dancing Towards Sisterhood Summer Dance Program held at the Conley Recreation Center. Mrs. Singleton Taylor would like to give special thanks to the Mayor and City Council, Director of Recreations & Cultural Arts Michelle Johnson and the City Manager Terrence R. Moore for their overwhelming support for the young girls that participated in the Summer Dance Program.

Supporting Documents: None.

Review:

- Michelle Johnson Completed 11/25/2020 10:44 AM
- Rosyline Robinson Completed 11/25/2020 1:11 PM
- Terrence R. Moore Completed 12/01/2020 11:52 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8467

DATE: December 2, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: AMI Update

Access Point Performance - number of electric meters communicating:

	10/21	10/28	11/4	11/11
Charlestown	1911	2270	2540	2363
W. Fayette	2958	2840	2220	2849
Princeton	3427	3189	3523	3105
Total	8296	8299	8283	8317

Electric Meters::	8317
Water Meters:	3068
Total Meters & Endpoints:	11,385

Requiring manual reads from communication issues= 38= .4% of total
About 65 more water rereads were done to verify readings or usage but were reading in Badger.
Electric = 4, Water = 34

System is remotely reading about 99.6%.
Electric = 99.9%; Water = 98.9%

3 water meters were replaced in November.
29 endpoints were replaced or reset

Other Updates:
1. 21 customers have been contacted about water leaks in November.
2. KWH sales difference during the pandemic:
   March -7.1%

April -17.1%
May -21.8%
June -12.0%
July -5.4%
Aug. -7.9%
Sep. -16.1%
Oct. -8.1%
Nov. -11.7%

(Above as compared to the same month in 2019 and without Data Center sales.)

ATTACHMENTS:

- AMI Project Update December 2020 (PDF)

Review:

- Hugh Richardson Completed 11/23/2020 9:03 AM
- Rosyline Robinson Completed 12/01/2020 2:07 PM
- Terrence R. Moore Completed 12/02/2020 2:05 PM
- Mayor & City Council Pending 12/07/2020 7:30 PM

Access Point Recent Performance

Electric Meters Communicating

2.4 gHz Signal Frequency

Date	**Charlestown** (water tank)	**W. Fayetteville** (water tank)	**Princeton** (cell tower)	**Total**
Oct. 21	1911	2958	3427	8296
Oct. 28	2270	2840	3189	8299
Nov. 4	2540	2220	3523	8283
Nov. 11	2363	2849	3105	8317

Meter Performance

Electric Meters: 8317

Water Meters: 3068

Total electric meters and endpoints = 11,385

Electric manual reads = 4

Electric Meters Reading 99.9%

Water meter manual reads with communication issues =34

Water Meters Reading 98.6%

Total system performance of 99.6%

3 Water meters replaced

29 Endpoints replaced/reset

Other Updates

- 21 Customers contacted about water leaks
- KWH sales difference from pandemic:

	All Customers	W/O Data Center
March	-1.5%	-7.1%
April	-9.5%	-17.1%
May	-16.7%	-21.8%
June	-5.6%	-12.0%
July	2.3%	-5.4`%
August	-2.4%	-7.9%
September	-10.9%	-16.1%
October	-3.7%	-8.1%
November	2.2%	-11.7%

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8412

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Ordinances and Resolutions Update

PURPOSE: To provide Mayor and Council with updates on recently adopted ordinances and resolutions.

REASON: To provide Mayor and Council names of the adopted ordinances & resolutions on a monthly basis.

CITY COUNCIL HEARING DATE: December 7, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

STAFF: Office of the City Clerk

ATTACHMENTS:

- 2020 Resolutions (DOCX)
- 2020 ORDINANCES (DOC)

Review:

- Shavala Moore Completed 12/02/2020 3:48 PM
- Rosyline Robinson Completed 12/03/2020 9:28 AM
- Terrence R. Moore Completed 12/03/2020 10:52 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

2020 Resolutions

Number	Name	Adopted
2020-01	Mayor Longino – Years of Service Resolution	1/6/2020
2020-02	NLC Service Line Warranty Agreement Resolution	1/6/2020
2020-03	Execution of the MEAG Power Municipal Competitive Trust Fund	2/3/2020
2020-04	MEAG Voting Delegate	2/3/2020
2020-05	HB 309 - GA Local Gov't Infrastructure Finance Authority Act	PENDING
2020-06	Roosevelt Hwy Renaming	2/17/2020
2020-07	City of Ethics Resolution	4/20/2020
2020-08	Aerotropolis CID REBC Resolution	4/20/2020
2020-09	Fulton County CDBG Cooperation Agreement	5/18/2020
2020-10	Budget Adoption Resolution	6/01/2020
2020-11	Utility Credit Resolution	6/01/2020
2020-12	Water, Sewer & Sanitation New Rates	7/20/2020
2020-13	Georgia Greenspace Program	10/05/2020

2020 ORDINANCES

Ord. No.	Ordinance	Adopted
2020-01	120-Day Moratorium on Tire Shops	2-17-2020
2020-02	State of Emergency Ordinance	3-19-2020
2020-03	Emergency Coronavirus Ordinance – Shelter in Place	3-25-2020
2020-04	Modify State of Emerg. Ord. add Virtual Meetings	4-06-2020
2020-05	Ethics Ordinance	4-20-2020
2020-06	Annexation of 5391 W. Fayetteville Road	4-20-2020
2020-07	Rezoning of 5391 W. Fayetteville Road	4-20-2020
2020-08	Multi-Family Maintenance Ordinance	5-18-2020
2020-09	Fire Inspection Ordinance	6-01-2020
2020-10	Facial Mask Mandate	7-10-2020
2020-11	Fireworks Ordinance	7-10-2020
2020-12	Amended Multi-Family Ordinance	8-03-2020
2020-13	Conditional Use Permit – 1597 Virginia Ave	8-03-2020
2020-14	Amended Ordinance to include Parklets	10-05-2020
2020-15	3907 Main Street Rezoning	10-05-2020
2020-16	Conditional Use Permit – 3907 Main Street	10-05-2020
2020-17	Stormwater Ordinance Amendment	11-16-2020
2020-18	2154 Rugby Avenue Rezoning	11-16-2020

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8454

DATE: December 2, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Public Hearing for Consideration of a Zoning Modification by Folia Group

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PURPOSE: Public Hearing for consideration of a zoning modification by Folia Group for the development Hawthorne Station to remove the zoning conditions for lot width and lot coverage requirements due to a change of builder to Rocklyn Homes.

REASON: Public Hearing for consideration of a zoning modification by Folia Group for the development Hawthorne Station to remove the zoning conditions for lot width and lot coverage requirements due to a change of builder to Rocklyn Homes.

RECOMMENDATION: The City Planner recommends approval of the request to remove conditions 8 and 12 of the original zoning request given that all other conditions previously placed on the development still apply as well as adding the following conditions:

1. Applicant shall provide the same amount of yard space for each dwelling unit, such that it yields the equivalent of 80% 50-foot width and 20% 60-foot width of frontage along the street for each dwelling unit, respectively. The yard provision may be in either common ownership via an HOA or private ownership, via traditional lot which includes yards as part of property.

2. The common area of the project shall be maintained by the builder and/or developer until such time that sales achieve 75% buildout so that the HOA may reasonably be established with enough fees to cover costs of common area and unsold properties on entire site. CO's shall not be released with continued documentation and demonstration of maintenance.

BACKGROUND: The applicant is requesting a zoning modification to remove two conditions due to a change in builder. The new builder is Rocklyn Homes, and they are proposing a slightly different plat for the property. This property is located at 0 Karen Road and received zoning approval from Council in 2018 and then a zoning modification in 2019. The total number of

proposed homes will stay the same at 300 and the design of the development is similar to the original plan.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: December 7, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Approval of this request would result in approval of the presented zoning modifications.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander

ATTACHMENTS:

- 0 Karen Road Hawthorne Station Conditions Mod Staff Report (PDF)
- ROCKLYN ZONING MODIFICATION PACKAGE (PDF)
- Ordinance 2018-10, signed (PDF)
- Agenda Item for First Zoning Mod 9.3.19 (PDF)
- 2019-24 Ordinance Modified (PDF)
- Hawthorne Station Presentation 11-20-20 (PDF)
- Hawthorne Station Presentation 11-20-20 (PPTX)
- Amended Ordinance 0 Karen Road Folia Development Final 120220 (DOCX)

Review:

- Michelle Alexander Completed 11/25/2020 10:43 AM
- Rosyline Robinson Completed 11/25/2020 1:36 PM
- Inspections Completed 11/30/2020 5:32 PM
- City Attorney's Office Completed 12/02/2020 1:03 PM

- Terrence R. Moore Completed 12/02/2020 1:53 PM
- Mayor & City Council Pending 12/07/2020 7:30 PM

Council Ward: Wards 2 & 4
Council Member: Derrick Taylor, Roderick Gay
Planning Commissioner: Alfred Lewis, Whitney Flemister
City Council Hearing: December 7th, 2020
Evaluation Prepared by: Michelle M. Alexander

Applicant: Ron Beecham, The Folia Group

Location: 0 Karen Lane (Hawthorne Station Development) **Lot Size:** 69.6 Acres +/-

Request: Modify the Conditions of Zoning related to property zoned PD-R (Planned Development - Residential)

Proposed Use: Construction of up to 300 residential dwelling units as a planned development neighborhood.

Current Zoning: PD-R (Planned Development Residential)

Current Land Use: Vacant **Future Land Use:** Low Density Residential

Surrounding Properties:

	Current Zoning	Current Land Use
North	RM (Multifamily Residential)	Apartments
East	RM (Multifamily Residential) & PC (Park)	Apartments and City park
South	R-1 (Low Density Residential District)	Single-family residential
West	RM (Multifamily Residential)	Apartments

Executive Summary: The property in question has been vacant for over 25 years, and is located west of Brannon Memorial Park, south of Charlestown Drive, and north of the terminus of Karen Rd. In 2018, the subject property was rezoned to PD-R with 12 conditions via Ordinance 2018-10 to allow a mixture of single family residential products, up to 300 dwelling units. The Developer has since entered into a Developer's Agreement with the City providing for additional commitments related to improvements on the site.

The Developer was approved to modify Condition #6 to add another national builder – the Pulte Group - in addition to the original builder Meritage Homes at the September 3, 2019 meeting. The applicant

would like to request to again modify the original conditions of the PDR Zoning to accommodate another builder, Rocklyn Homes. The applicant's revised request is as follows:

1. Modify zoning condition 8 that limits lot coverage to 40%.
   a. The applicant is requesting the removal of this condition as it does not apply with the project layout because the yards of the homes will no longer be included in the sale of the house.

2. Modify zoning condition 12 that requires 80% of the lots to have a minimum width of 50 feet and 20% of the lots to have a minimum of 60 feet.
   a. Rocklyn homes requesting removal of the condition for lot width minimums because in their proposal only the land under actual home is owned by the resident (similar to a townhome).

The applicant is requesting these changes because of the new builder that is being used, Rocklyn Homes. This builder constructs single family homes in a similar manner to townhomes. The layout indicates that all yards and exteriors of homes including siding and roofing are maintained by the HOA. The new builder has committed that the total number of units will remain unchanged at 300 and the minimum distance between homes will remain the same at 12'. The applicant also states that Rocklyn's proposed homes are similar in size, finishes and quality to those presented by the previous builders, Pulte and Meritage.

Criteria for Consideration of a Rezoning Request

Article IX Section 14.11 (G) provides decision criteria that Mayor and City council shall consider in reviewing rezoning petitions; these include among others consideration of the comprehensive plan and any other adopted studies and reasonable growth and development as indicated by one or more of the following facts as they may be relevant to the application:

(a) Would the zoning with the proposed modified condition be consistent and/or compatible with the city's land use and development plans, goals and objectives?

Yes, as approved, the project is compatible with the city's development plans and goals. The proposed modification does not impact this criterion. Comparable builders using similar quality materials (hardi-plank and a minimum of 10% masonry such as brick or stone) will meet the city's development goals.

(b) Would the proposed modified condition tend to increase, to decrease or to have an impact on traffic safety and congestion in the streets?

This criterion is not applicable to the request of modifying this particular zoning condition.

(c) Would the proposed modified condition tend to increase, decrease or to have no relation to safety from fire, panic or other danger?

There would be no impact on fire safety, panic, or other danger. Construction standards and permitting will require that the building be designed to meet all necessary fire and safety codes.

(d) Would the proposed modified condition tend to promote, to diminish or to have no influence on the public health and general welfare?

The proposed modifications to the conditions would have no negative impacts on the public health and general welfare provided compliance with all other conditions and building code standards that will be enforced during the permitting process.

(e) Would the proposed modified condition tend to increase, to decrease or to have no influence on the provision of adequate light and air?

Zoning provisions regulating building setbacks, height of structures, and lot coverage are intended to maintain open space between buildings and provide adequate light and air to adjacent properties. These modifications will not negatively impact these aspects.

(f) Would the proposed modified condition tend to cause, prevent or to have no influence on the overcrowding of land?

The proposed use and modifications to zoning conditions would not cause any overcrowding of land in the city. The addition of single-family homes is a desired use.

(g) Would the proposed modified condition tend to cause, to prevent or to have no relation to the undue concentration or the undue scattering of population or development?

This criterion is not applicable to the request of modifying the zoning conditions.

(h) Would the proposed modified condition tend to impede, facilitate or have no impact on the adequate provision of transportation, water, sewerage, and/or public services or facilities?

This criterion is not applicable to the request of modifying the zoning conditions.

(i) Would the proposed modified condition tend to be compatible with or be incompatible with environmental conditions and/or with surrounding development? If incompatible, what factors, if any, would diminish the value, use and enjoyment of the surrounding properties?

The proposed modification will maintain the compatibility of the original request as approved with high quality materials and product type that are compatible with surrounding and desired future development.

(j) Would the proposed modified condition tend to require only reasonable expenditures of public funds, or would the modified condition tend to require an excessive or premature expenditure of public funds?

This criterion is not applicable to the request of modifying this zoning condition.

(k) Would the proposed modified condition tend to promote, to diminish or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?

The proposed modification as qualified as recommended should not impact the aesthetics of the development.

(l) Would the proposed modified condition lead to development that is a deterrent to the value of adjacent property?

The modified condition should support and positively impact the value of adjacent property.

(m) Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?

This criterion is not applicable to the request of modifying this zoning condition.

Recommendation: The City Planner recommends approval of the request to remove conditions 8 and 12 given that all other conditions previously placed on the development still apply as well as adding the following conditions:

1. Applicant shall provide the same amount of yard space for each dwelling unit, such that it yields the equivalent of 80% 50-foot width and 20% 60-foot width of frontage along the street for each dwelling unit, respectively. The yard provision may be in either common ownership via an HOA or private ownership, via traditional lot which includes yards as part of property.

2. The common area of the project shall be maintained by the builder and/or developer until such time that sales achieve 75% buildout so that the HOA may reasonably be established with enough fees to cover costs of common area and unsold properties on entire site. CO's shall not be released with continued documentation and demonstration of maintenance.

Attachments:

- Application Package
- Original rezoning Ordinance 2018-10 showing original 12 conditions
- Agenda Item from 9.3.19 for Zoning Modification

ZONING CONDITION MODIFICATION

CITY OF COLLEGE PARK
Planning Commission
www.collegeparkga.com

DATE SUBMITTED 10-28-20

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) ROB BEECHAM

ADDRESS 500 MILL CREEK RD, WOODSTOCK GA 30188

PHONE 770-688-0046 CELL [redacted] FAX

E-MAIL ADDRESS ROB@FOLIAGROUP.COM

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) ROCKLYN HOMES - TIM JENKINS

ADDRESS 3505 KOGER BLVD, SUITE 275 DULUTH, GA 30096

PHONE 4040-424-6723 CELL [redacted] FAX

E-MAIL ADDRESS TJENKINS@ROCKLYNHOMES.COM

PROPERTY INFORMATION

ADDRESS HAWTHORNE STATION SUBDIVISION- HERSCHEL ROAD

CURRENT USE REQUESTING ZONING CONDITIONS 2:12 (LOT WIDTH REQUIREMENTS) AND 2:8 (LOT COVERAGE) TO BE REMOVED DUE TO TYPE OF PLAT BEING PROPOSED. CURRENT ZONING

PROPOSED USE SAME PROPOSED ZONING SAME

SIZE OF PROPERTY 69 ACRES NET DENSITY (RESIDENTIAL)

APPLICANT AFFIDAVIT

Personally appeared before me ROB BEECHAM who on oath deposes and states that the
(Applicant's Name)
Information contained in this application is true to the best of his/her knowledge and belief:

Notary Public

10-23-20
Date

LONDYN BEECHAM NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 14, 2023

Signature of Applicant

ROB BEECHAM
Print Name

500 MILL CREEK RD
Address

WOODSTOCK, GA 30188
City, State, Zip

OWNER'S AFFIDAVIT

Personally appeared before me TIM JENKINS who on oath agrees with
(Property Owner's Name)
the rezoning request and states that the information contained in this application is true to the best of his/her knowledge and belief:

Notary Public

10.28.2020
Date

CHARITY MCKEE NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2021

Signature of Applicant

TIM JENKINS
Print Name

3505 KOGER BLVD
Address

DULUTH, GA 30096
City, State, Zip

Signature of City Clerk

Date

Zoning Modification
Hawthorne Station Subdivision

Mayor and City Council

We are requesting a Zoning Modification for the Hawthorne Station project located on Herschel Road.

The project has been slow to start due to contract issues with previous builders, but Rocklyn Homes has stepped up and they are ready and committed to start and finish Hawthorne Station. Rocklyn Homes is an Atlanta based company with strong financial capabilities and an excellent record for building quality homes. Furthermore, Rocklyn Homes is a privately held company. Issues with previous builders stemmed primarily for "board" oversight, and we are thrilled to have Mr. David Jenkins, owner of Rocklyn Homes, on board to make Hawthorne Station a reality. Mr. Jenkins is personally involved with this project and will move forward as soon as all requirements are met.

HAWTHORNE STATION ZONING MODIFICATION REQUEST

1. CURRENT ZONING ORDINANCE AND DEVELOPMENT AGREEMENT REQUIRE LOT WIDTH MINIMUM OF 50' (80%) AND 60' (20%).

2. ROCKLYN HOMES REQUESTING REMOVAL OF LOT WIDTH MINIMUMS - ONLY LAND UNDER ACTUAL HOME IS INCLUDED WITH SALE (SIMILAR TO A TOWNHOME). **ZONING CONDITION SECTION 2:12**

3. ZONING CONDITION 2:8 LIMITS LOT COVERAGE TO 40%. WE ARE REQUESTING THE REMOVAL OF THIS CONDITION AS IT DOES NOT APPLY WITH THE PROJECT LAYOUT WE ARE REQUESTING.

4. SAME BENEFITS AS TOWNHOME OWNERSHIP:

a. ALL YARDS ARE MAINTAINED BY HOA PREVENTING ANY SINGLE HOMEOWNER FROM ADVERSLY AFFECTING VALUE.

b. ALL EXTERIORS OF HOMES INCLUDING SIDING AND ROOFING ARE MAINTAINED BY HOA PROTECTING THE BEAUTY OF THE COMMUNITY AND PROPERTY VALUES.

c. PROVIDES HOMEOWNERS THE CARE- FREE LIFESTYLE OF A TOWNHOME WITH THE PRIVACY OF A SINGLE-FAMILY HOME.

5. TOTAL NUMBER OF UNITS TO REMAIN UNCHANGED AT 300.

6. MINIMUM DISTANCE BETWEEN HOMES WILL REMAIN THE SAME AT 12'.

7. ROCKLYN'S PROPOSED HOMES ARE SIMILAR IN SIZE, FINISHES AND QUALITY TO THOSE PRESENTED BY PULTE AND MERITAGE.

8. THE PROJECT WILL ESSENTIALLY LOOK THE SAME.

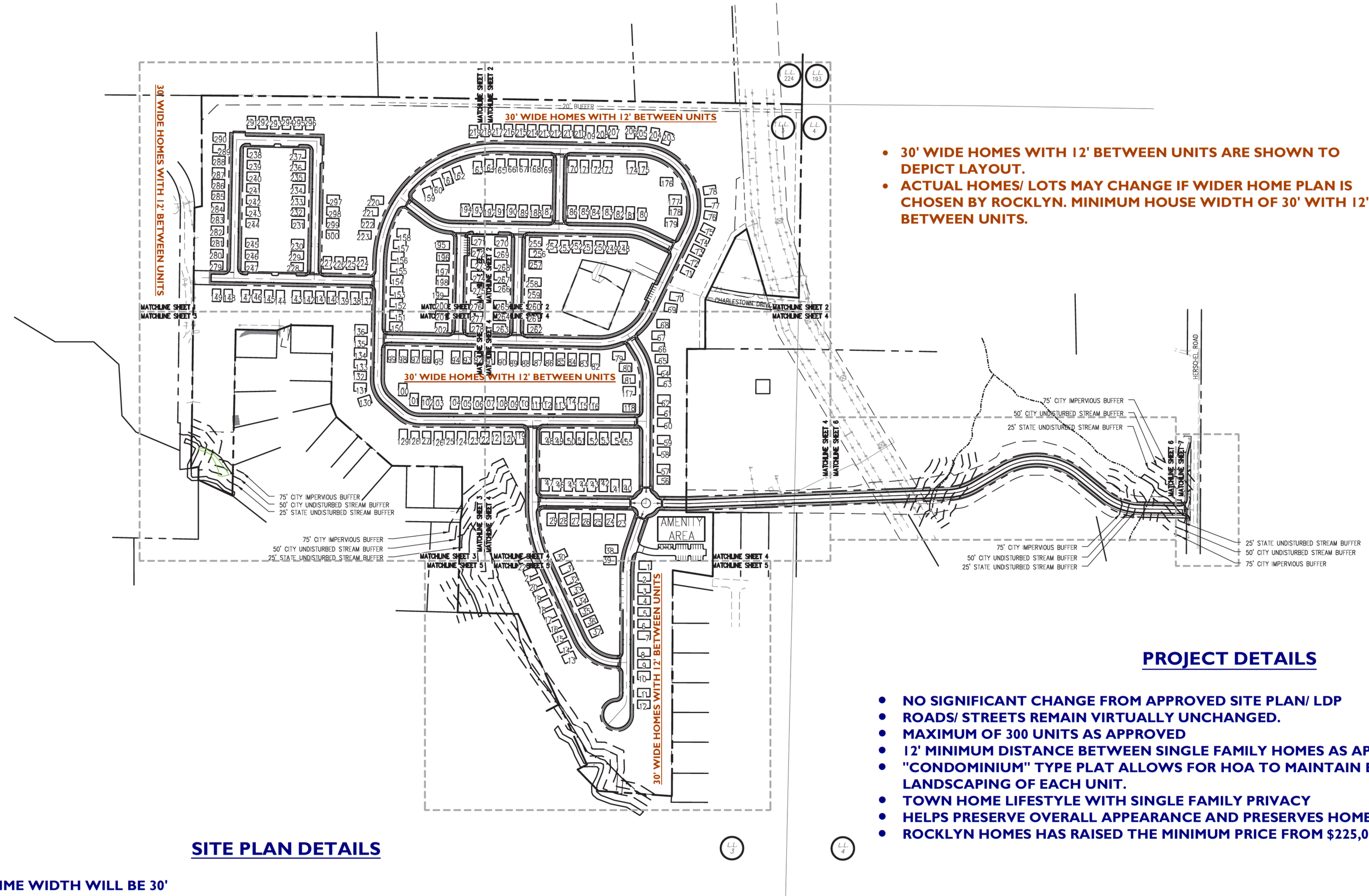
9. ROCKLYN HAS COMMITTED TO RAISE THE MINIMUM PRICING FROM $220,000 TO $250,000.

Thank you for your consideration.

Sincerely

Rob Beecham
Representing Rocklyn Homes

PROPOSED ROCKLYN HOMES PROPOSED SITE PLAN



- 30' WIDE HOMES WITH 12' BETWEEN UNITS ARE SHOWN TO DEPICT LAYOUT.
- ACTUAL HOMES/ LOTS MAY CHANGE IF WIDER HOME PLAN IS CHOSEN BY ROCKLYN. MINIMUM HOUSE WIDTH OF 30' WITH 12' BETWEEN UNITS.

SITE PLAN DETAILS

- MINIMUM HOIME WIDTH WILL BE 30'
- 12' MINIMUM BETWEEN HOMES AS APPROVED
- "CONDOMINIUM" TYPE PLAT ALLOWS FOR FLEXIBILITY IN HOME PLACEMENT AND PLAN CHOICE
- "AS BUILT" SURVEY PERFORMED AFTER FOUNDATION IS POURED

PROJECT DETAILS

- NO SIGNIFICANT CHANGE FROM APPROVED SITE PLAN/ LDP
- ROADS/ STREETS REMAIN VIRTUALLY UNCHANGED.
- MAXIMUM OF 300 UNITS AS APPROVED
- 12' MINIMUM DISTANCE BETWEEN SINGLE FAMILY HOMES AS APPROVED.
- "CONDOMINIUM" TYPE PLAT ALLOWS FOR HOA TO MAINTAIN EXTERIOR AND LANDSCAPING OF EACH UNIT.
- TOWN HOME LIFESTYLE WITH SINGLE FAMILY PRIVACY
- HELPS PRESERVE OVERALL APPEARANCE AND PRESERVES HOME VALUES
- ROCKLYN HOMES HAS RAISED THE MINIMUM PRICE FROM $225,000 TO $250,000

LAYOUT NOTES

- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWSE.
- ALL STRIPING TO BE THERMOPLASTIC WITHIN CITY AND GDOT RIGHT-OF-WAY.
- ALL PAVING OUTSIDE OF PUBLIC RIGHT-OF-WAY TO BE 6:2:1 ASPHALT PAVING.

TOTAL LOTS: 300

24-HOUR CONTACT:
ROB BEECHAM
770-688-0046

CAUTION
THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE PREPARER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

LINETYPE LEGEND

- PROPOSED CURB AND GUTTER
- EXISTING CURB
- SETBACKS
- STREAM BUFFER
- STREAM CENTER LINE
- PROPERTY LINES
- LIMITS OF DISTURBANCE (LOD)
- TREE PROTECTION FENCE

GEORGIA811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.
Dial 811 or Call 1-800-282-7411

NORTH

200 0 200 400
Scale 1" = 200'

LEGEND

BC	BACK OF CURB
B.S.L.	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
CIP	CAST IN PLACE
CONC.	CONCRETE
FC	FACE OF CURB
H/C	HANDICAP
L/A	LANDSCAPE AREA
L	LEVEL/LANDING
R	RAMP
S/W	SIDEWALK
LD	LIGHT DUTY PAVEMENT
HD	HEAVY DUTY PAVEMENT
R/W	RIGHT OF WAY
BIO	BIO-RETENTION AREA
FOC	FACE OF CURB
COA	CITY OF ALPHARETTA

AEC
Civil Engineering · Water Resources
Land Planning · Property Services
Landscape Architecture · Arborist Services
50 Warm Springs Circle
Roswell · Georgia · 30075
(770)641-1942 · www.aecatl.com

HAWTHORNE STATION

CITY OF COLLEGE PARK, GEORGIA

OVERALL SITE LAYOUT PLAN

NO.	REVISIONS	DATE
	REVISED PER GPC COMMENTS	5-29-2019
	GSWCC APPROVAL SET	6-14-2019
	REVISED PER CITY COMMENTS	7-9-2019
	REVISED PER CITY COMMENT- TREE PLAN	7-24-2019
1	ARCH CULLVERT REVISION	7-16-2020
2	REVISED LOT PLAN	11-3-2020

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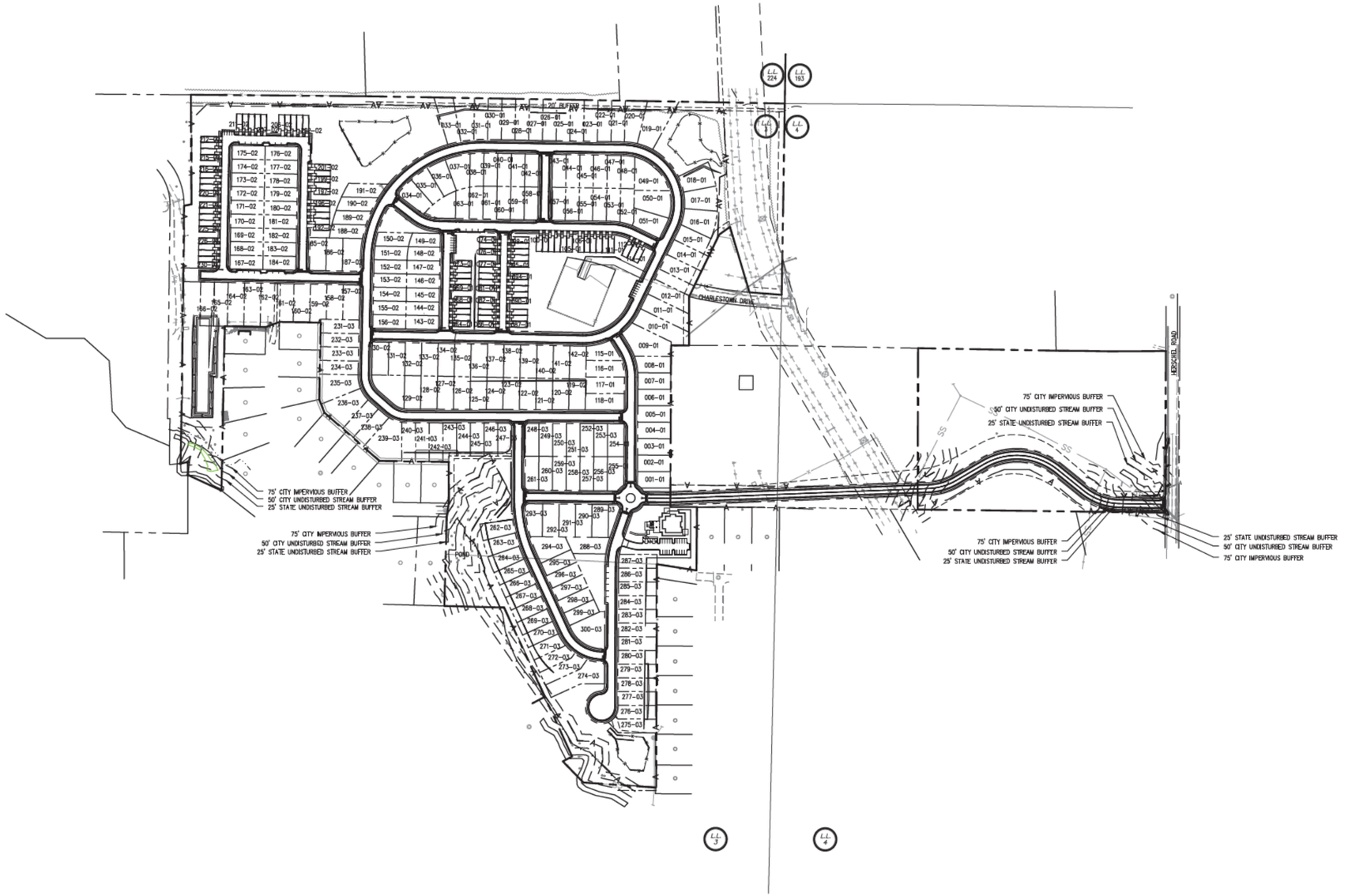
PROJECT NO.: 17-4088
CIVIL DRAWN BY: DWW, DSS, CRH
CIVIL DESIGNED BY: DWW, MDV
LANDSCAPE DRAWN BY:
LANDSCAPE DESIGNED BY:
CHECKED BY: MDV, JWM
DATE - 2/26/2019

SHEET
C4.0

C:\17-JOBS\17-4088 College Park Residential\Civil\17-4088 C00- DWW Update.dwg, 11/4/2020 1:46:21 PM, dww, ARCH full bleed D (36.00 x 24.00 Inches), 1:1

ORIGINAL/ APPROVED SITE PLAN



LEGEND	
BC	BACK OF CURB
B.S.L.	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
CIP	CAST IN PLACE
CONC.	CONCRETE
FC	FACE OF CURB
H/C	HANDICAP
L/A	LANDSCAPE AREA
L	LEVEL/LANDING
R	RAMP
S/W	SIDEWALK
LD	LIGHT DUTY PAVEMENT
HD	HEAVY DUTY PAVEMENT
R/W	RIGHT OF WAY
BIO	BIO-RETENTION AREA
FOC	FACE OF CURB
COA	CITY OF ALPHARETTA

LAYOUT NOTES:
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
- ALL STRIPING TO BE THERMOPLASTIC WITHIN CITY AND GDOT RIGHT-OF-WAY.
- ALL PAVING OUTSIDE OF PUBLIC RIGHT-OF-WAY TO BE 6:2:1 ASPHALT PAVING.

24-HOUR CONTACT:
TBD

L NETYPE LEGEND
- PROPOSED CURB AND GUTTER
- EXISTING CURB
- SETBACKS
- STREAM BUFFER
- STREAM CENTER LINE
- PROPERTY LINES
- LIMITS OF DISTURBANCE (LOD)
- TREE PROTECTION FENCE

CAUTION
THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE PREPARER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

GEORGIA 811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.
Dial 811 or Call 1-800-282-7411

NORTH

200 0 200 400
Scale 1" = 200'

GEORGIA REGISTERED NO. 29118 PROFESSIONAL — 6/21/19 — M. David Van De Walle

AEC
Civil Engineering · Water Resources
Land Planning · Property Services
Landscape Architecture · Arborist Services
50 Warm Springs Circle
Roswell • Georgia • 30075
(770)641-1942 • www.aecatl.com

OVERALL SITE LAYOUT PLAN

HAWTHORNE STATION
CITY OF COLLEGE PARK, GEORGIA

NO.	REVISIONS	DATE
	REVISED PER GPC COMMENTS	5-24-2019
	GSWCC APPROVAL SET	6-14-2019

COPYRIGHT BY AEC, INC.

PROJECT NO.: 17-4088
CIVIL DRAWN BY: DWW, DSS, CRH
CIVIL DESIGNED BY: DWW, MDV
LANDSCAPE DRAWN BY:
LANDSCAPE DESIGNED BY:
CHECKED BY: MDV, JWM
DATE- 2/26/2019

SHEET
C4.0

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE 2018-10

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF COLLEGE PARK, GEORGIA BY REZONING A PARCEL OF REAL PROPERTY LOCATED ON 0 KAREN LANE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of College Park, Georgia (the "City") is the Mayor and Council thereof;

WHEREAS, the governing authority of the City has considered one or more of the criteria of a rezoning request, provided in Section 4(c) of Article XXVII ("Changes and Amendments") in Appendix A ("Zoning") of the Code of Ordinances, City of College Park, Georgia; and

WHEREAS, the governing authority of the City desires to rezone the following parcel of real property: a tract located at 0 Karen Lane according to the present system of numbering property in College Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Number: 13 0003 LL0563) the parcel being currently zoned BP (Business Park) District.

WHEREAS, the health, safety and welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA, and by the authority thereof:

Section 1. The following parcel of real property is hereby rezoned to the zoning designation of PD-R (Planned Development - Residential) as said designation is described in Appendix A ("Zoning") of the Code of Ordinances, City of College Park, Georgia:

- Fulton County Tax Parcel Identification Number: 13 0003 LL0563

Section 2. The said rezoning is subject the Site Plan attached hereto and incorporated herein as Exhibit "B" and the representative house styles as depicted in attached Exhibit "C", which is incorporated herein by reference. Said Site Plan may be varied as to lot size but is generally intended to be representative of the fundamental placement of infrastructure and amenities. Additionally, the said rezoning is subject to the following conditions:

1. The Development must have restrictive covenants which shall include at least the following provisions:
   - Developer/seller shall prepare adequate disclosures to purchasers regarding airport noise. Disclosure documents must be approved by the College Park City Attorney prior to execution of the final plat.
   - Homeowner's Association shall enforce a limit on residential rentals. The number of rental houses shall not exceed 10%.
2. There shall be a maximum of 300 residential units.
3. Each residence shall have sufficient acoustic insulation to reduce external noise levels by a minimum of 35 DBA, and an average of 38 DBA throughout the living space.
4. Residential units shall incorporate masonry elements as evidenced in Exhibit "C", though the builder may have flexibility to substitute stone for brick, and vice versa, as long as the architectural elements are appropriately incorporated and

masonry elements comprise a minimum of 10% of the building facades. Deviations from approved exhibits must be approved by the City of College Park Development Committee.

5. Amenity package shall be installed prior to the sale of the first residential property.

6. Developer must certify that Meritage Homes will be the builder for the residences on site.

7. There shall be a minimum separation of 12 feet between residential units.

8. Lot coverage shall not exceed 40%.

9. A performance bond shall be issued for each phase of land development.

10. Developer shall provide new fencing, gazebo, restroom facility and landscape improvements to Brannon Park.

11. City of College Park shall provide a Right-of-Way easement through Brannon Park for new public road between Herschel Road and the proposed development, to be constructed by developer at developer's sole expense. Upon satisfactory completion, said road shall be dedicated to the City. The developer shall also install a traffic signal at the intersection of said road and Herschel Road.

12. A minimum of 20% of the single family lots shall be 60 feet wide, and a maximum of 80% of the single family lots shall be 50 feet wide.

Section 3. The rezoning of said parcel is indicated on the map entitled "Zoning Change BP Business Park District to PD-R Planned Development-Residential __-__-18," a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference. The rezoning indicated in Section 1 herein and in Exhibit A attached hereto is to be noted on the official City

of College Park Zoning Map approved by the City's Mayor and Council as soon as reasonably possible following adoption of this Ordinance, along with an editorial note on the official City of College Park Zoning Map specifying the parcel affected by this Ordinance and the date of adoption of this Ordinance.

Section 4. As a part of this rezoning, the Mayor and City Council hereby adopt a minor revision to the City of College Park Future Land Use Map for the property rezoned herein, which designation shall be changed from "Low Density Residential" to "Medium Density Residential."

Section 5. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 6. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or

unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

Section 7. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 8. Penalties in effect for violations of the Zoning Ordinance of the City of College Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 9. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED, this 1st day of October, 2018.

CITY OF COLLEGE PARK, GEORGIA

Jack P. Longino, Mayor

ATTEST:

Shavala Moore, Acting City Clerk

APPROVED BY:

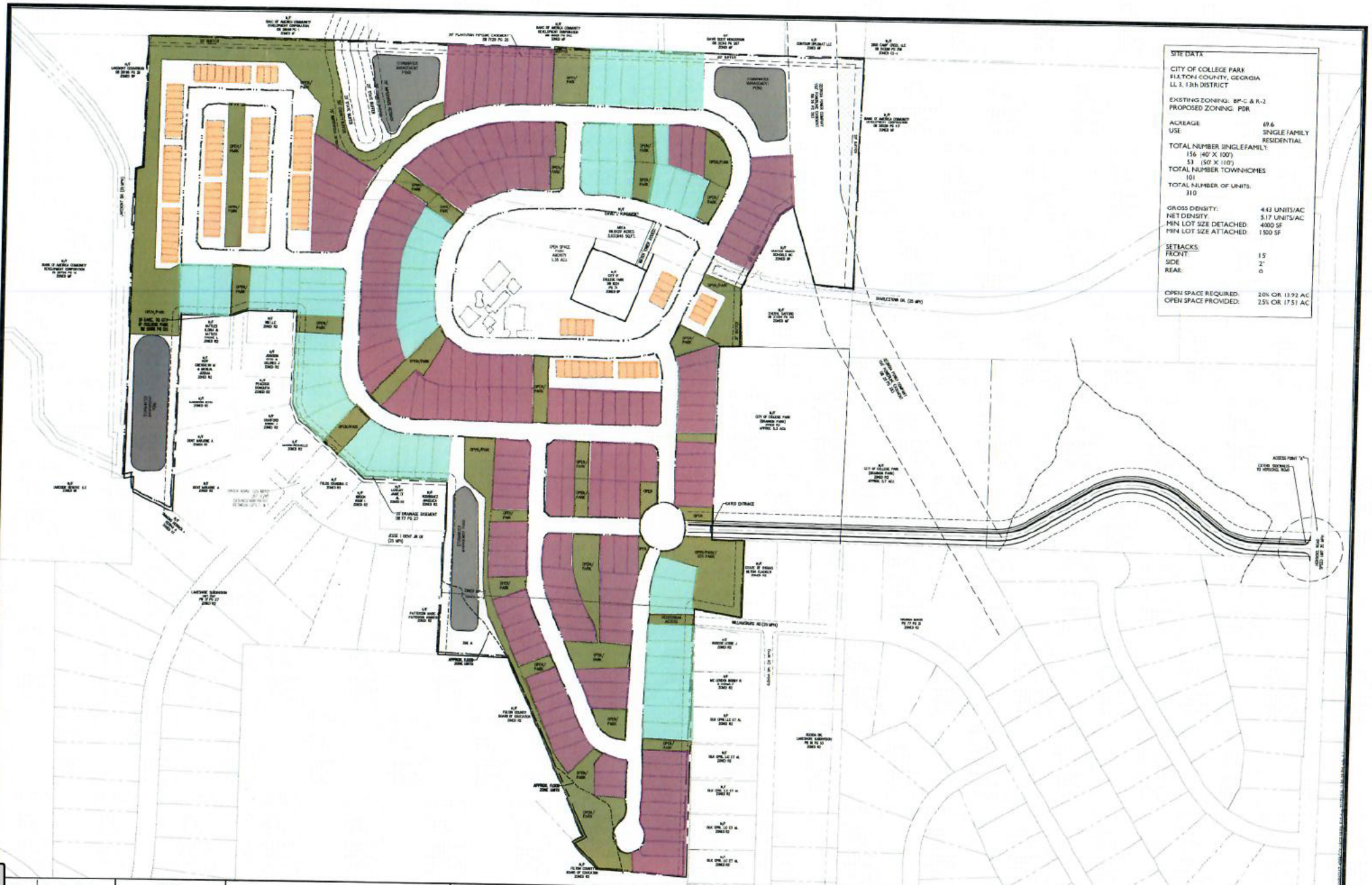
Steven M. Fincher, City Attorney

[0037-0184/293484/2]

EXHIBIT A

EXHIBIT A
ZONING MAP

EXHIBIT B
SITE PLAN



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3211 Mount Springs Circle
Roswell · Georgia · 30075
(770) 641-0941 · www.aecol.com

NORTH
100 0 100 200

PRELIMINARY SITE PLAN

FOLIA COLLEGE PARK

COLLEGE PARK, GEORGIA

PROJECT INFORMATION
PROJECT NO.: 17-4088.10
DATE: 1-24-18, 4-21-18, 7-10-18, 7-27-18
SCALE: 1" = 100'
FILE NAME: 17-4088 COLLEGEPARKP10.dwg
DESIGN/DRAWN: sb/sch

EXHIBIT C
REPRESENTATIVE HOUSE STYLES

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 7529

DATE: August 27, 2019

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Zoning Condition Modification request by Folia Group, LLC

PURPOSE: To consider a request to modify a Zoning Condition for property located north of the terminus of Karen Rd. and west of Brandon Park, related to a Planned Development-Residential (PD-R) zoning district as approved by Ordinance 2018-10.

REASON: The applicant and property owner, Folia Group, has requested modifying Zoning Condition #6 from the approved rezoning Ordinance 2018-10. Condition #6 identifies a specific builder for construction of the residential units. The developer has revised the application to maintain Meritage as builder but adds to the proposed builder Pulte Group. Additionally the proposed project increases the minimum lot size from 50 to 55 for 80% of the units.

RECOMMENDATION: Staff recommends approval of the Condition Modification based upon the proposed replacement and specific elevations provided with the application (see attachments). The Planning Commission considered this item and staff report at its regular meeting on July 29, 2019 and recommended "Approval" but with an amendment to strike "or similar builder". City Planner recommends approval with the following additional conditions and modifications, as follows:

Recommended Modified Condition #4: residential units shall be *cement fiber lap siding ("hardi-plank") and* incorporate masonry elements as evidenced in updated Exhibit "C", though the builder may have the flexibility to substitute stone for brick and vice versa, as long as the architectural elements are appropriately incorporated and masonry elements comprise a minimum of 10% *of the building front facades but will vary such that at least 30% of all units will have 30% or more masonry material*.

Recommended Condition 14 (new). *Prior to Certification of Occupation (CO), builder shall provide certification to the City of College Park building official that Condition #3 requirements regarding sound level are met.*

BACKGROUND: In 2018, the subject property was rezoned to PD-R with 12 conditions via Ordinance 2018-10 to allow a mixture of single family residential products. The Developer has since entered into a Developer's Agreement with the City providing for additional commitments related to improvements on the site. The Developer has further secured an alternate, additional builder and seeks to finalize financial partnership with the builder in July 2019 and seeks Mayor and Council approval for Pulte Group, Inc., in addition to Meritage. The attached elevations provide grounds for supporting approval of the request, provided the additional recommended conditions and amendments are made.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: September 3, 2019.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 2018-10

REQUIRED CHANGES TO WORK PROGRAMS:

STAFF:

ATTACHMENTS:

- HAWTHORNE STATION ZONING CHANGE REQUEST (PDF)
- Hawthorne Station_Modification_Application_1(PDF)
- Folia Council_2019-09-03 Z Conditions Mod Staff Report (PDF)
- Hawthorne Presentation 8-22-19 (3) (PDF)
- Ordinance 2018-10, signed (PDF)

Review:

• Michelle Alexander	Completed	08/26/2019 5:26 PM
• Rosyline Robinson	Completed	08/27/2019 5:05 PM
• Terrence R. Moore	Completed	08/28/2019 2:11 PM

- Mayor & City Council Pending 09/03/2019 7:30 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE 2019-24

AN ORDINANCE TO AMEND THE CONDITIONS IMPOSED ON THE DEVELOPMENT AND USE OF CERTAIN REAL PROPERTY THAT IS LOCATED AT 0 KAREN ROAD AND THAT IS SUBJECT TO THE ZONING DESIGNATION OF PD-R (PLANNED DEVELOPMENT RESIDENTIAL); TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of College Park, Georgia (the "City") is the Mayor and Council thereof;

WHEREAS, on October 1, 2018, the governing authority modified the zoning designation of a certain parcel of real property commonly known as 0 Karen Road according to the present system of numbering lots in the City (Fulton County Tax Parcel Identification Number 13 0003 LL0563) to PD-R (Planned Development Residential) and imposed certain conditions on the use of said parcel under said zoning designation;

WHEREAS, the governing authority has received a request to rezone said parcel and, rather than rezone said parcel as requested therein, desires to retain the current zoning designation of said parcel and to modify the conditions imposed on the development and use of said parcel under that designation;

WHEREAS, the governing authority of the City has considered the criteria of a rezoning request, provided in Section 14.11 ("Zoning Amendment Process (ZA)") of Article 14 ("Processes,

Permits, and Fees") in Appendix A ("Zoning") of the Code of Ordinances, City of College Park, Georgia; and

WHEREAS, the health, safety, morals and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA, and by the authority thereof:

Section 1. The parcel of real property that is commonly known as 0 Karen Road according to the present system of numbering lots in the City and bears Fulton County Tax Parcel Identification Number 13 0003 LL0563, said property being further shown on the map attached hereto as Exhibit "A" and incorporated herein by reference, shall retain the zoning designation of PD-R (Planned Development Residential).

Section 2. The development and use of the property identified in Section 1 is subject to the Site Plan attached hereto and incorporated herein as Exhibit "B", the representative house styles depicted in the document attached hereto and incorporated herein as Exhibit "C", and all applicable restrictions, limitations, and requirements of the Code of Ordinances, City of College Park, Georgia. In addition, the development and use of said parcel also is subject to the following conditions:

1. The Development must have restrictive covenants which shall include at least the following provisions:

    - Developer/seller shall prepare adequate disclosures to purchasers regarding airport noise. Disclosure documents must be approved by the College Park City Attorney prior to execution of the final plat.

    - Homeowner's Association shall enforce a limit on residential rentals. The number of rental houses shall not exceed 10%.

2. There shall be a maximum of 300 residential units.

3. Each residence shall have sufficient acoustic insulation to reduce external noise levels by a minimum of 35 DBA, and an average of 38 DBA throughout the living space.

4. Residential Units shall have cement fiber lap siding ("hardi-plank") and incorporate masonry elements as evidenced in Exhibit "C" stamped "Received 8/26/2019", though the builder may have the flexibility to substitute stone for brick and vice versa, as long as the architectural elements are appropriately incorporated and masonry elements comprise a minimum of 10% of the building front facades but will vary such that at least 30% of all units will have 30% or more masonry material.

5. Amenity package shall be installed prior to the sale of the first residential property.

6. Developer must certify that Pulte Group, Inc. and Meritage Homes or similar builder with proven financial capability and construction quality will be the builders for the residences on the site.

7. There shall be a minimum separation of 12 feet between residential units.

8. Lot coverage shall not exceed 40%.

9. A performance bond shall be issued for each phase of land development.

10. Developer shall provide new fencing, gazebo, restroom facility and landscape improvements to Brannon Park.

11. City of College Park shall provide a Right-of-Way easement through Brannon Park for new public road between Herschel Road and the proposed development, to be constructed by developer at developer's sole expense. Upon satisfactory completion, said road shall be dedicated to the City.

12. A minimum of 20% of the single-family lots shall be 60 feet wide, and a maximum of 80% of the single-family lots shall be 50 feet wide.

13. Prior to Certification of Occupation (CO), builder shall provide certification to the City of College Park building official that Condition #3 requirements regarding sound levels have been satisfied.

Section 3. To the extent necessary and required, the zoning designation and conditions imposed herein shall be noted on the official City of College Park Zoning Map approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance, along

with an editorial note on the official City of College Park Zoning Map specifying the parcel affected by this Ordinance and the date of adoption of this Ordinance.

Section 4. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. Penalties in effect for violations of the Zoning Ordinance of the City of College Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 8. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED, this 3 day of September, 2019.

CITY OF COLLEGE PARK, GEORGIA

Jack P. Longino, Mayor

ATTEST:

Shayala Moore, City Clerk

APPROVED BY:

City Attorney

Exhibit "A"

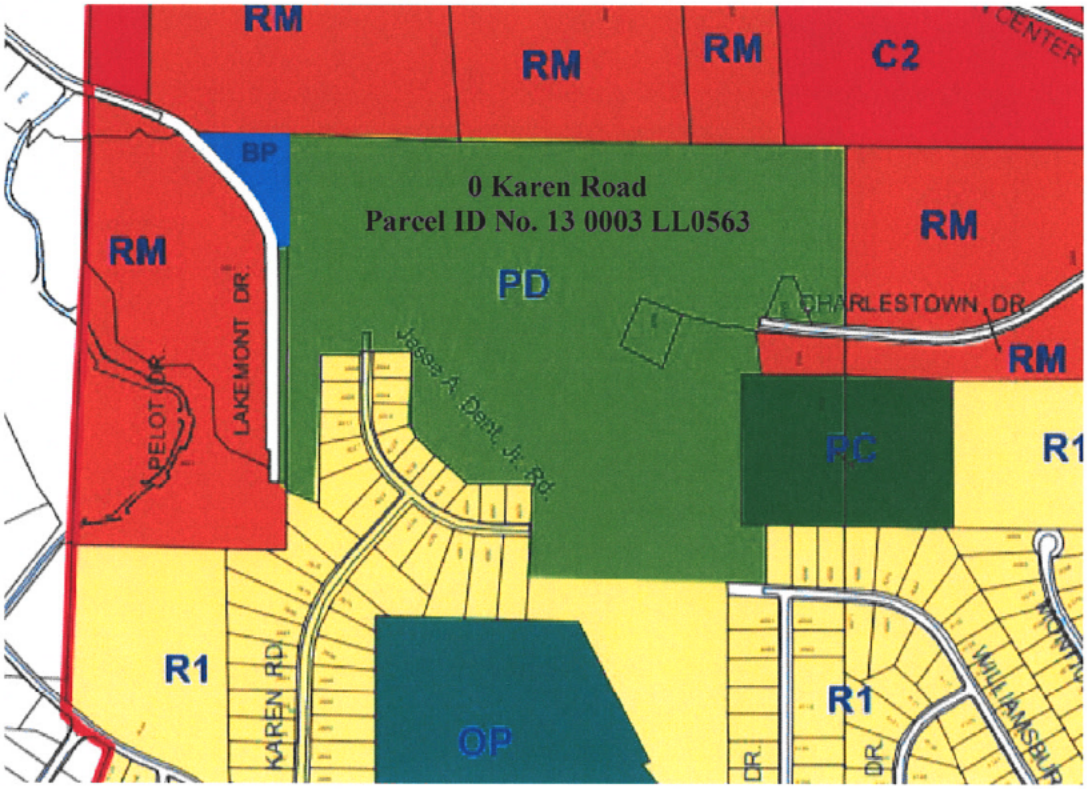

RM
RM
RM
C2
BP
0 Karen Road
Parcel ID No. 13 0003 LL0563
RM
PD
RM
CHARLESTOWN DR
RM
LAKEMONT DR
PELOT DR
Jesse A. Dent, Jr. Rd
PC
R1
R1
KAREN RD
OP
R1
WILLIAMSBUR
DR
DR

Exhibit "B"

Site Plan

121

Shavala Moore

From: Michelle Alexander <malexander@tcfatl.com>
Sent: Tuesday, November 26, 2019 12:34 PM
To: Zalak Raval; Shavala Moore
Subject: 9/3/19 public hearing date - Resolution just needs signature Fw: Folia Development Update
Attachments: Ordinance - zoning conditions - 0 Karen Road.pdf

Hi Shavala
For clarification - it doesn't need to get added back on any agenda.

The matter was decided at 9/3 public hearing. Just need the signed copy of the attached resolution please (draft was prepared by Danielle).

sorry for confusion and the back and forth.

Michelle

From: Zalak Raval <zraval@fincherdenmark.com>
Sent: Tuesday, November 26, 2019 11:45 AM
To: Shavala Moore <smoore@collegeparkga.com>; Michelle Alexander <malexander@tcfatl.com>
Cc: Nicolette Washington <nwashington@tcfatl.com>; Danielle Matricardi <dmatricardi@fincherdenmark.com>; Winston Denmark <wdenmark@fincherdenmark.com>
Subject: RE: Folia Development Update

Hello Shavala,

The ordinance you sent in below correspondence was passed on October 01, 2018. We are looking for an executed copy of the attached ordinance. If the ordinance has not yet been passed, we require the City to get this ordinance on the next agenda, in accordance with the notice requirements. Thank you for your attention to this matter.

Best,
Zalak Raval

From: Shavala Moore <smoore@collegeparkga.com>
Sent: Tuesday, November 26, 2019 11:34 AM
To: Michelle Alexander <malexander@tcfatl.com>; Zalak Raval <zraval@fincherdenmark.com>
Cc: Nicolette Washington <nwashington@tcfatl.com>
Subject: RE: Folia Development Update

Michelle,

See attached. Let me know if this is what you all needed.

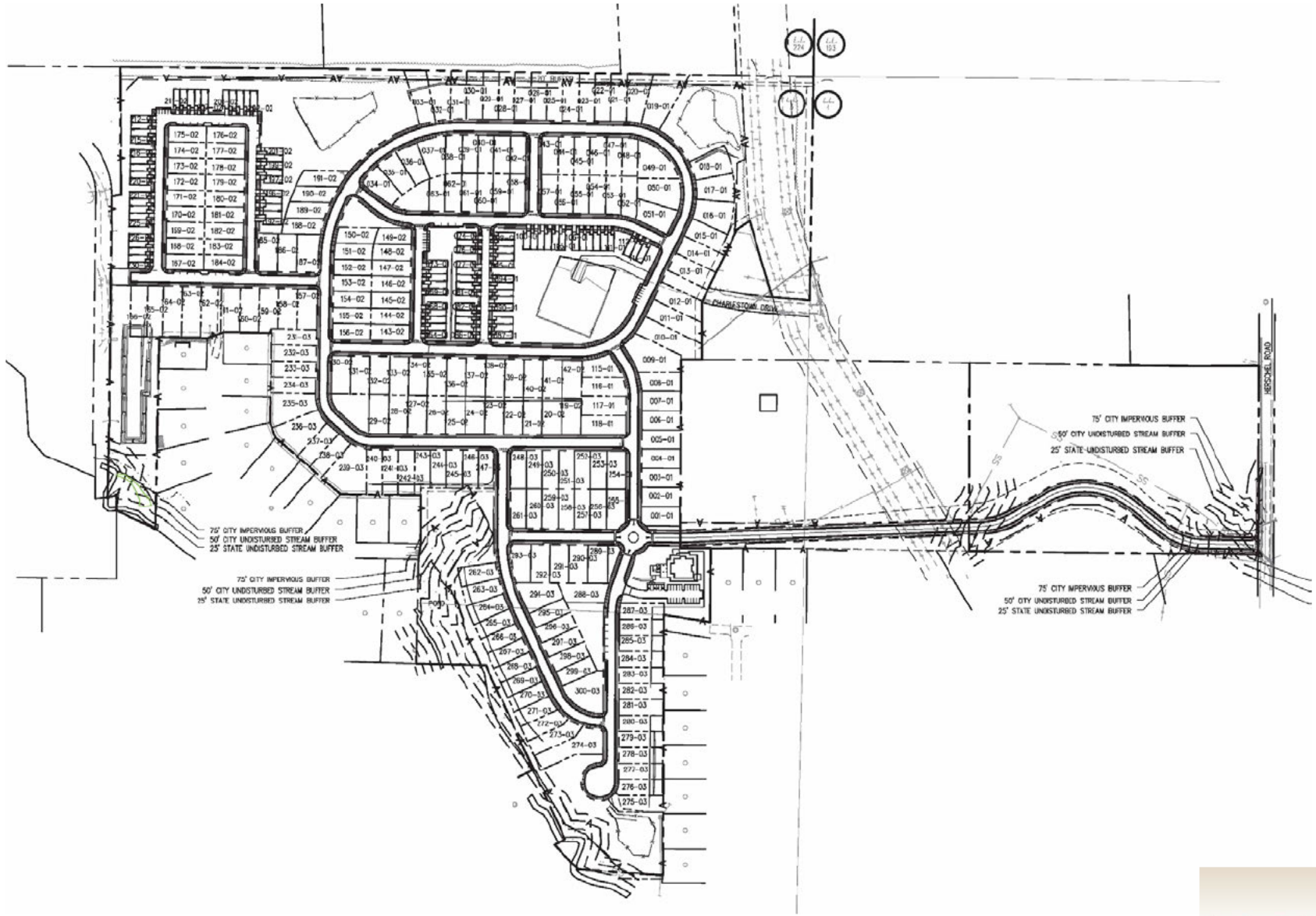
Thanks,
Shavala

Hawthorne Station

ROCKLYN HOMES

College Park, GA

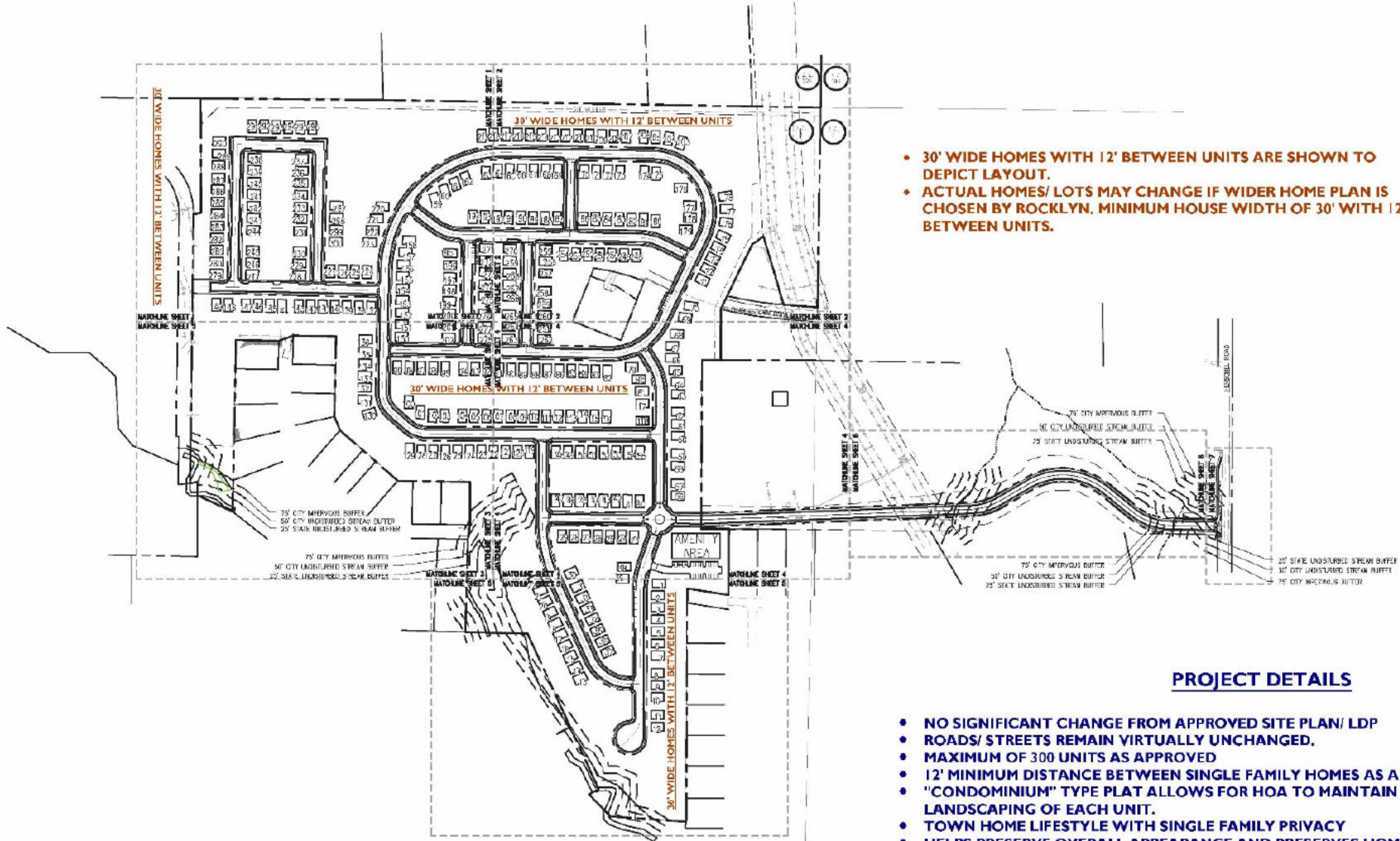
Hawthorne Station Approved LDP



folia group

ROCKLYN HOMES

PROPOSED ROCKLYN HOMES PROPOSED SITE PLAN



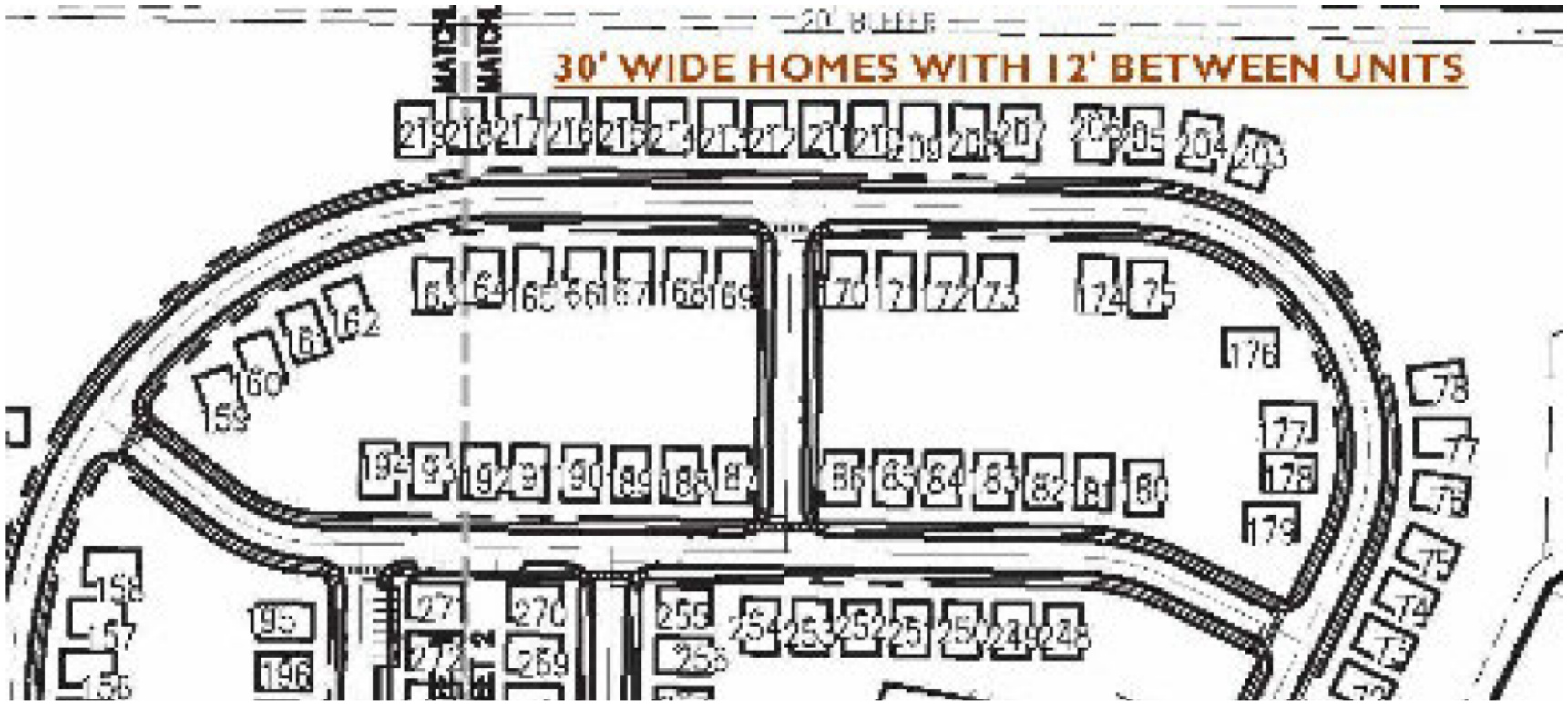
- 30' WIDE HOMES WITH 12' BETWEEN UNITS ARE SHOWN TO DEPICT LAYOUT.
- ACTUAL HOMES/ LOTS MAY CHANGE IF WIDER HOME PLAN IS CHOSEN BY ROCKLYN. MINIMUM HOUSE WIDTH OF 30' WITH 12' BETWEEN UNITS.

PROJECT DETAILS

- NO SIGNIFICANT CHANGE FROM APPROVED SITE PLAN/ LDP
- ROADS/ STREETS REMAIN VIRTUALLY UNCHANGED.
- MAXIMUM OF 300 UNITS AS APPROVED
- 12' MINIMUM DISTANCE BETWEEN SINGLE FAMILY HOMES AS APPROVED.
- "CONDOMINIUM" TYPE PLAT ALLOWS FOR HOA TO MAINTAIN EXTERIOR AND LANDSCAPING OF EACH UNIT.
- TOWN HOME LIFESTYLE WITH SINGLE FAMILY PRIVACY
- HELPS PRESERVE OVERALL APPEARANCE AND PRESERVES HOME VALUES
- ROCKLYN HOMES HAS RAISED THE MINIMUM PRICE FROM $225,000 TO $250,000

SITE PLAN DETAILS

- MINIMUM HOIME WIDTH WILL BE 30'
- 12' MINIMUM BETWEEN HOMES AS APPROVED
- "CONDOMINIUM" TYPE PLAT ALLOWS FOR FLEXIBILITY IN HOME PLACEMENT AND PLAN CHOICE
- "AS BUILT" SURVEY PERFORMED AFTER FOUNDATION IS POURED



- Detached Single Family Homes from the $250's- Up from $220K
- Exterior of homes and grounds maintained by HOA
- Town Home lifestyle/ convenience with Single Family privacy.
- Protects home values and ensures a well-kept community.
- Maximum 300 Units
- 12' between Units
- Increased Green Space
- Construction to begin as soon as LDP Revisions are approved

folia group

ROCKLYN HOMES

- Sample Rocklyn Homes from Cascades Community.
- Same home size & "Lot Size" with 10' between homes.
- Hawthorne Station to have 12' between homes.

folia group

ROCKLYN HOMES

- Proposed Homes from Meritage
- Similar lot size/ width with 10’ spacing.
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folia group

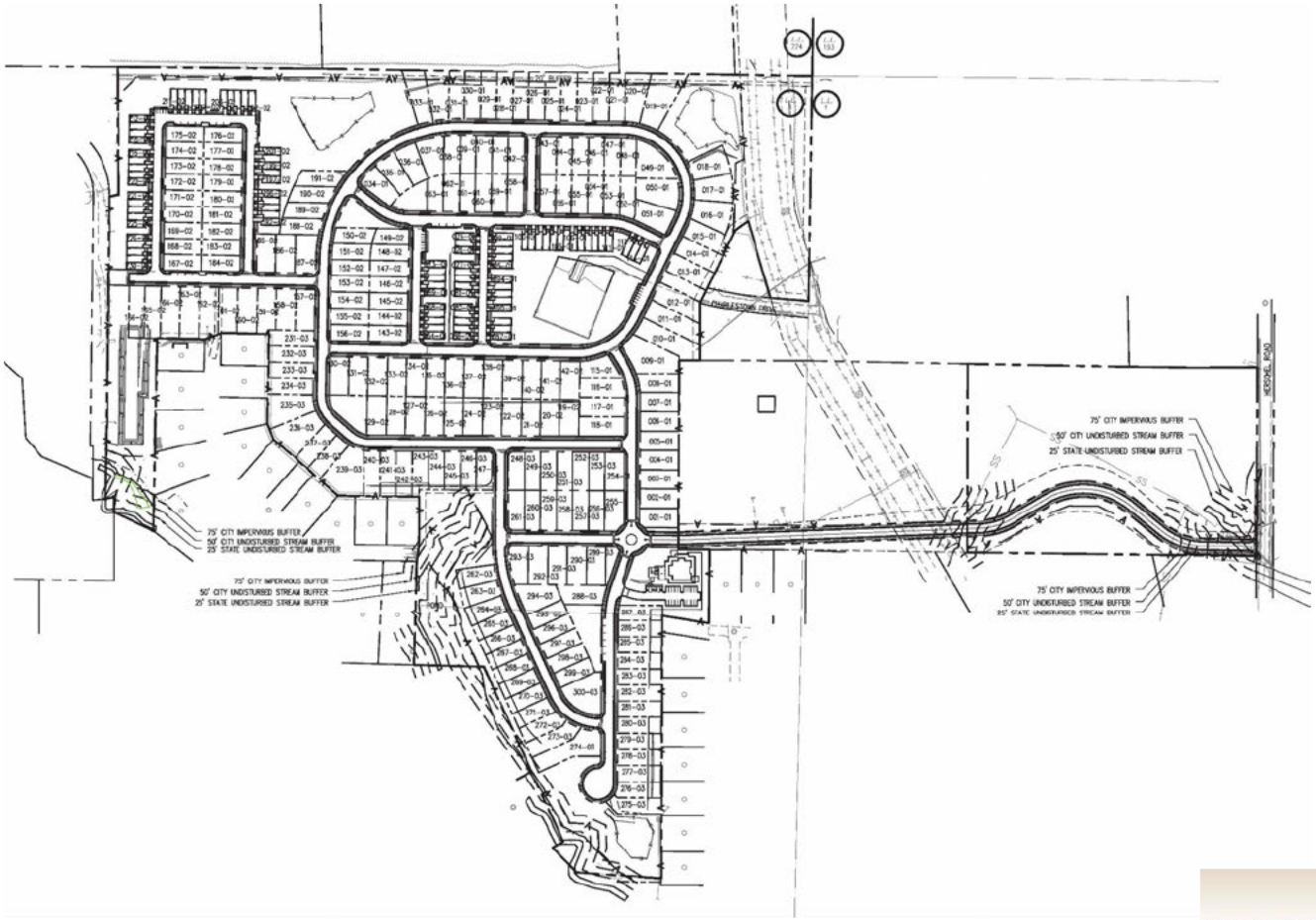
ROCKLYN HOMES

Hawthorne Station

ROCKLYN HOMES

College Park, GA

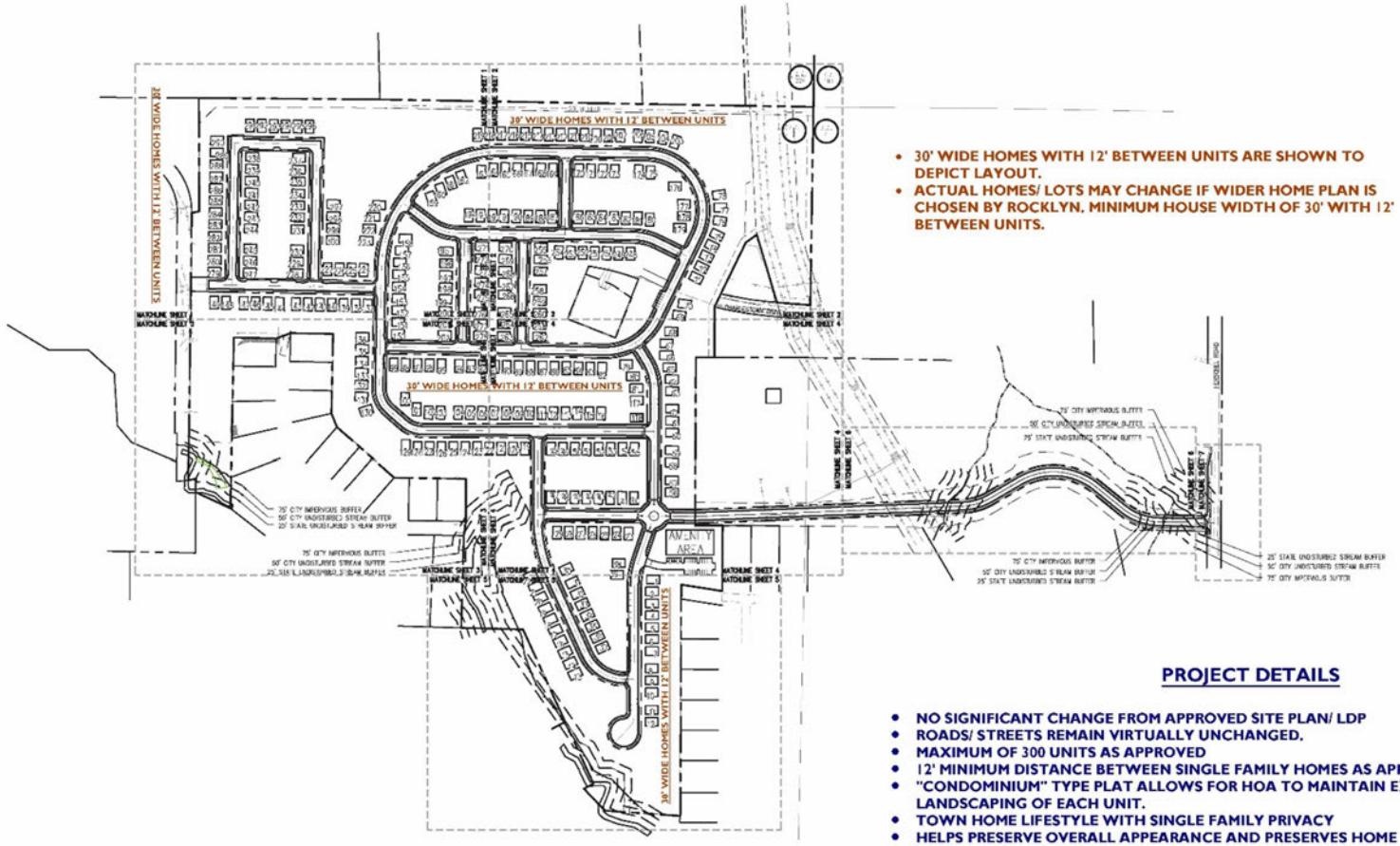
Hawthorne Station Approved LDP



folia group

ROCKLYN HOMES

PROPOSED ROCKLYN HOMES PROPOSED SITE PLAN



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folia group

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folia group

ROCKLYN HOMES

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folia group

ROCKLYN HOMES

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE 2020-____

AN ORDINANCE TO AMEND THE CONDITIONS IMPOSED ON THE DEVELOPMENT AND USE OF CERTAIN REAL PROPERTY THAT IS LOCATED ON 0 KAREN LANE AND THAT IS SUBJECT TO THE ZONING DESIGNATION OF PD-R (PLANNED DEVELOPMENT RESIDENTIAL); TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of College Park, Georgia (the "City") is the Mayor and Council thereof;

WHEREAS, on October 01, 2018, the governing authority modified the zoning designation of a certain parcel of real property commonly known as 0 Karen Road according to the present system of numbering lots in the City (Fulton County Tax Parcel Identification Number 13 0003 LL0563) to PD-R (Planned Development Residential) and imposed certain conditions on the use of said parcel under said zoning designation via Ordinance 2018-10;

WHEREAS, on September 03, 2019, the governing authority further modified the zoning conditions on the use of said parcel under said zoning designation, as more fully described in Ordinance 2019-24;

WHEREAS, the governing authority has received a request from the developer to further amend the final development plan and zoning conditions numbered 8 and 12 in Ordinance 2019-24;

WHEREAS, condition number 8 in Ordinance 2019-24 states, "Lot coverage shall not exceed 40%";

WHEREAS, condition number 12 in Ordinance 2019-24 states, "A minimum of 20% of the single-family lots shall be 60 feet wide, and a maximum of 80% of the single-family lots shall be 50 feet wide.";

WHEREAS, the governing authority desires to retain the current zoning designation of said parcel but to modify certain conditions imposed on the development and use of said parcel under that designation;

WHEREAS, the governing authority has considered the criteria of a rezoning request, provided in Section 14.11 ("Zoning Amendment Process (ZA)") of Article 14 ("Processes, Permits, and Fees") in Appendix A ("Zoning") of the Code of Ordinances, City of College Park, Georgia; and

WHEREAS, the governing authority desires to amend the final development plan in accordance with Section 4.36 ("Planned Development Amendments") of Article 4 ("Planned Development") in Appendix A ("Zoning") of the Code of Ordinances, City of College Park, Georgia;

WHEREAS, the governing authority conducted a public hearing on December 06, 2020 to consider zoning modification requested by Folia Development Group (the "Developer");

WHEREAS, the governing authority approves the modification to conditions 8 and 12 described in detail below, and subjects the Developer to comply with all conditions stated herein; and

WHEREAS, the health, safety and welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA, and by the authority thereof:

Section 1. The parcel of real property that is commonly known as 0 Karen Road according to the present system of numbering lots in the City and bears Fulton County Tax Parcel Identification Number: 13 0003 LL0563, said property being further shown on the map attached hereto as Exhibit "A" and incorporated herein by reference, shall retain the zoning designation of PD-R (Planned Development Residential).

Section 2. Condition number 8 (line 68) and condition number 12 (lines 80-81) in City of College Park Ordinance 2019-24 executed on September 03, 2019 are hereby repealed in their entirety and the following conditions shall be inserted in lieu thereof:

"Condition 8: Developer shall provide yard space for each dwelling unit such that 80% of the single-family lots are 50 feet wide and 20% of the single family lots are 60 feet wide, respectively. The yard space may be held by occupants as a part of common ownership via a Home Owners Association ("HOA") or as private ownership, via a traditional lot which includes yards as part of property."

"Condition 12: The common area of the project shall be maintained by the builder and/or Developer until such time that sales achieve a 75% buildout such that HOA may reasonably be established with sufficient fees to cover any and all costs associated with common areas and unsold properties on the entire site. Certificate of Occupancy shall only be released with continued documentation and demonstration of maintenance."

Section 3. The development and use of the property identified in Section 1 is subject to the amended Site Plan attached hereto and incorporated herein as Exhibit "B," and all applicable restrictions, limitations, and requirements of the Code of Ordinances, City of College Park, Georgia. In addition, the development and use of said parcel shall be subject to the conditions previously imposed in Ordinance 2019-24 and as amended in Section 2 herein.

Section 4. To the extent necessary and required, the zoning designation and conditions imposed herein shall be noted on the official City of College Park Zoning Map approved by the City's Mayor and Council as soon as reasonably possible following adoption of this Ordinance, along with an editorial note on the official City of College Park Zoning Map specifying the parcel affected by this Ordinance and the date of adoption of this Ordinance.

Section 5. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 6. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to

the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable and of full force and effect.

Section 7. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 8. Penalties in effect for violations of the Zoning Ordinance of the City of College Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 9. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED, this ____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

_____

Bianca Motley Broom, Mayor

ATTEST:

_____

Shavala Moore, City Clerk

APPROVED BY:

_____

City Attorney

EXHIBIT A
ZONING MAP

EXHIBIT B
SITE PLAN

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8469

DATE: November 18, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: FAA - 7.5 Ton Air Handling Unit (AHU-6) Replacement

PURPOSE: City Council approval of the replacement of the 7.5 Ton Air Handling Unit (AHU-6) located in the UPS Room in the basement of the Federal Aviation Administration (FAA) Regional Headquarters.

REASON: The original piece of equipment was installed 28 years ago and is in need of replacement due to age.

See attached letter dated November 10, 2020 from Colliers International Property Manager Ron Wilkerson requesting approval and proposal from Batchelor & Kimball.

RECOMMENDATION: City Council approval of the request to replace the 7.5 Ton Air Handling Unit (AHU-6) by Batchelor & Kimball, Inc.

BACKGROUND: The 7.5 Ton Air Handling Unit was originally installed 28 years ago.

YEARS OF SERVICE: N/A.

COST TO CITY: $27,284.00.

BUDGETED ITEM: Yes. This capital item was approved in the FY2020-2021 budget

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: December 7, 2020

CONSIDERATON BY OTHER GOVERNMENT ENTITIES: Federal Aviation Administration

AFFECTED AGENCIES: None.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Office of the City Manager

ATTACHMENTS:

- FAA Request to Replace 7.5 Ton AHU-6 (PDF)

Review:

- Terrence R. Moore Completed 11/18/2020 2:36 PM
- Rosyline Robinson Completed 11/18/2020 2:37 PM
- Purchasing Completed 11/18/2020 2:53 PM
- Finance Completed 12/01/2020 10:06 AM
- Terrence R. Moore Completed 12/01/2020 11:51 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

Post Office Box 87098
College Park, Georgia 30337
www.colliers.com

MAIN +1 404 305 9177
+1 404 305 0180
FAX +1 404 763 2499

Colliers INTERNATIONAL

November 10, 2020

City of College Park
City Manager
Terrence Moore
3667 Main Street
College Park, GA 30337

Re: Request to Proceed with Approved Capital Budget Item to Replace 7.5 Ton AHU #6 located in the UPS Room in the basement

Terrence,

We are requesting approval to proceed to replace 7.5 Ton AHU #6. This is the original piece equipment that was installed 28 years ago.

Please see attached proposal from Batchelor & Kimball Inc. for $27,284. This expense is budgeted in the month of November.

I realize you will have to submit this to Mayor and Council for final approval. Please let me know the meeting schedule date as soon as you can, and I will be in attendance to answer any questions they may have.

Kindest regards,

Ron Wilkerson
Property Manager
Dir +1 404 305 9177 Cell +[redacted]
Fax +1 404 763 2499
ron.wilkerson@colliers.com

Colliers International
1701 Columbia Avenue
College Park, Georgia 30337 | United States

Batchelor & Kimball, Inc.

Engineers · Mechanical Contractors · Designers

December 16, 2019

Mr. Gary Anderson
FAA - Colliers
1701 Columbia Ave.
College Park, GA 30337

Reference: **AH-6 Replacement Proposal**

Gary,

Please see the scope below to replace 7-1/2 Ton Split System.

Scope of work:

- Recover refrigerant in accordance with EPA guidelines
- Disconnect piping and electrical
- Remove and dispose of existing 7.5-Ton AHU in the ceiling
- Provide and install (1) new Trane TWE09043BAA 7.5-Ton 2-circuit AHU
- Remove and dispose of (2) 3.5-Ton Condensing Units
- Provide and install (2) Trane 4TTA4060A4 3.5-Ton Condensing Units
- Evacuate and charge with R410a refrigerant
- Start unit and check operation
- Work performed during normal hours

Price: **$27,284**

Sincerely,

BATCHELOR & KIMBALL, INC.

Jeffrey S. Clotfelter

Jeffrey S. Clotfelter

Batchelor & Kimball, Inc. | 2227 Plunkett Road, Conyers, GA 30012 | Office 770.482.2000 | Fax 770.482.5792

TRANE

Cut Sheets

Prepared For:
All Bidders

Sold To:

Date: *December 16, 2019*

Customer P.O. Number:
Customer Project Number:

Job Number:
Job Name:
FAA College Park Replacement

Trane U.S. Inc. is pleased to provide the enclosed submittal for your review and approval.

Product Summary

Qty	Product
2	Split System Air Conditioning Units (Small)
1	Odyssey Split System Indoor Unit

The attached information describes the equipment we propose to furnish for this project, and is submitted for your approval.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

Wiley Wall
Trane
4000 DEKALB TECHNOLOGY PARKWAY
SUITE 100
Doraville, GA 30340
Phone: (404) 321-7500
Fax: (404) 636-5204

Table Of Contents

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Odyssey Split System Indoor Unit (Item B1)

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Product Data 7
Mechanical Specifications 8
Unit Dimensions 9
Weight, Clearance & Rigging Diagram 11

Field Installed Options - Part/Order Number Summary

Split System Air Conditioning Units (Small) 12

Tag Data - Split System Air Conditioning Units (Small) (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	2	3.5 Ton Unitary Split Systems	4TTA4060A4---------0-0000000000-00----------0000-----00 000000000000000--00-0--0

Product Data - Split System Air Conditioning Units (Small)

Item: A1 Qty: 2

Split System Cooling Outdoor Unit
5 Ton Nominal Cooling Capacity
460 Volt 3 Phase 60 Hertz
Evaporator defrost control (Fld)
Head pressure control (Fld)

Mechanical Specifications - Split System Air Conditioning Units (Small)
Item: A1 Qty: 2

4TTA4 - General
The Outdoor Units are fully charged from the factory for up to 15 feet of piping. This unit is designed to operate at outdoor ambient temperatures as high as 115°F. Cooling capacities are matched with a wide selection of air handlers and furnace coils that are AHRI certified. The unit is certified to UL 1995. Exterior is designed for outdoor application.

4TTA4 - Casing
Unit casing is constructed of heavy gauge, galvanized steel and painted with a weather-resistant powder paint finish on all louvered panels and the fan top panel. The corner panels are prepainted. All panels are subjected to our 1,000 hour salt spray test . The base is made of a CMBP-G30 weatherproof material to resist corrosion.

4TTA4 - Refrigerant Controls
Refrigeration system controls include condenser fan, compressor contactor and high pressure switch. High and low pressure controls are inherent to the compressor. A factory supplied liquid line drier is standard. Some models may require field installation.

4TTA4 - Compressor
The compressor features internal over temperature, pressure protection and total dipped hermetic motor. Other features include: Centrifugal oil pump and low vibration and noise.

4TTA4 - Condenser Coil
The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on all four sides by louvered panels.

4TTA4 - Low Ambient Cooling
As manufactured, this system has a cooling capacity to 55°F. The addition of an evaporator defrost control permits operation to 40°F. The addition of an evaporator defrost control with TXV permits low ambient cooling to 30°F.

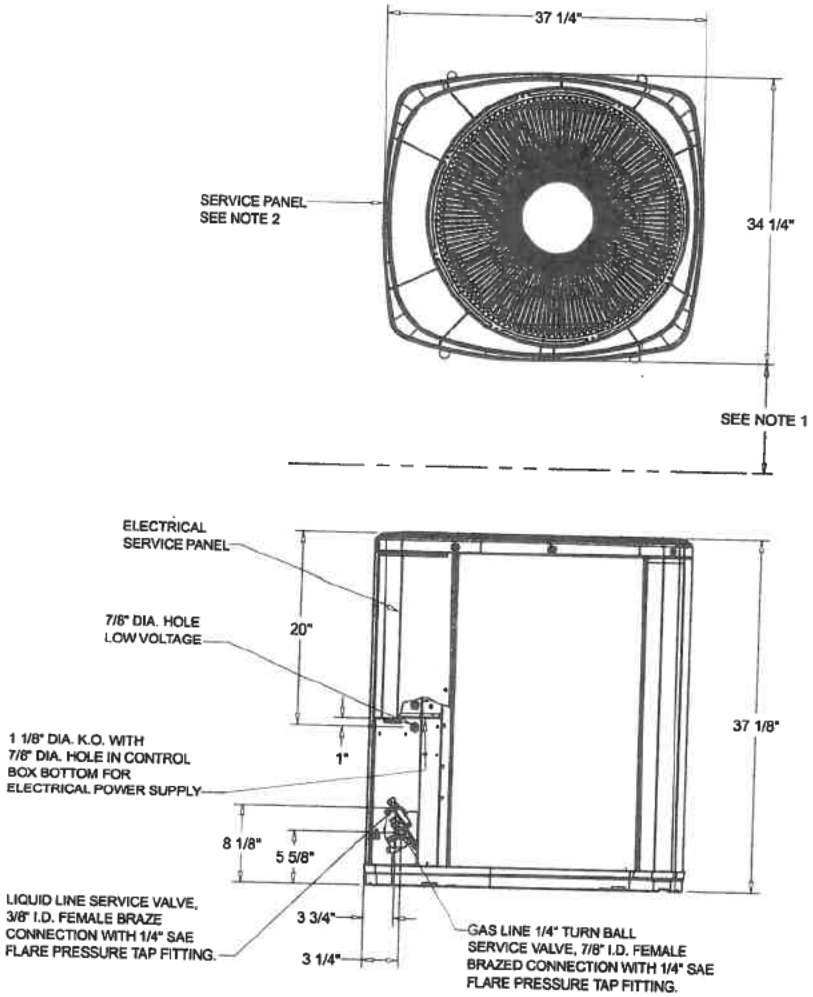
Head Pressure Control Accessory
The Head Pressure Control (BAYLOAM***) accessory is a low voltage (24 Volts) electronic head pressure control that cycles the condenser fan motor based on liquid temperature. The addition of this field installed Head Pressure Control accessory permits cooling operation to 0 deg F [-17.8 deg C] providing that non-bleed TXV's, quick start components, and compressor crankcase heat are provided with the system when required.

Head Pressure Control
Controls fan motor (on/off) in response to outdoor ambient temperature in conjunction with liquid line temperature. Accessory provides unit cooling operation to outdoor temperatures of 0F

Unit Dimensions - Split System Air Conditioning Units (Small)

Item: A1 Qty: 2

NOTES
1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALL AND ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.
3. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



4TTA4060

OUTLINE DRAWING

Unit Dimensions - Split System Air Conditioning Units (Small)
Item: A1 Qty: 2

ELECTRICAL / GENERAL DATA

GENERAL	
Model:	4TTA4060A4000A
Operating Voltage:	414-506
Unit Primary Voltage:	460
Unit Secondary Voltage	-
Unit Hertz:	60
Unit Phase:	3

POWER CONN.	
Minimum Circuit Ampacity:	9.0
Maximum Circuit Breaker:	15.0
Minimum Protection Rating:	15.0

COMPRESSOR	
Number:	1
Phase:	3
Rated Load Amps:	7.1
Locked Rotor Amps:	52.0

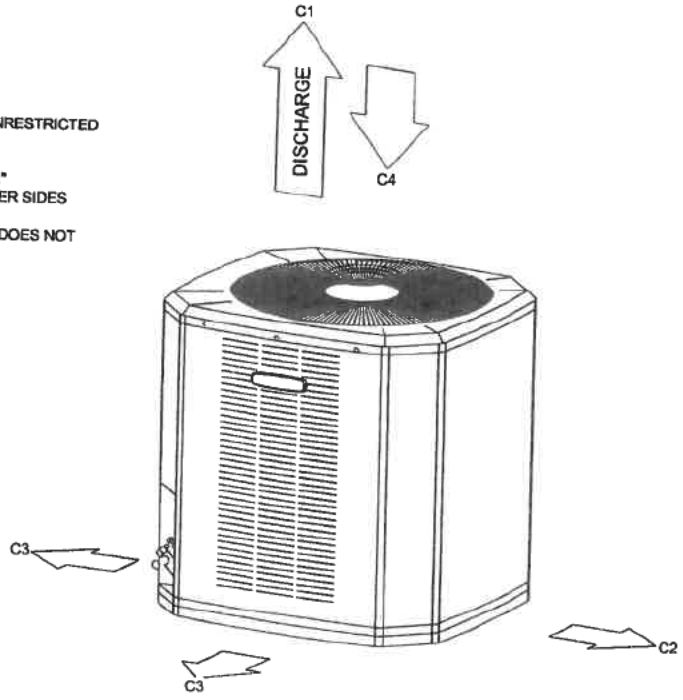
OUTDOOR MOTOR	
Number:	1
Horsepower:	0.20
Motor Speed (RPM):	-
Phase:	1
Full Load Amps:	1.05
Locked Rotor Amps:	-

REFRIGERANT	
Type:	R-410A
Charge:	7.6 lb
Line Size O.D. Gas:	7/8"
Line Size O.D. LIQ:	3/8"

NOTES:
1. Certified in accordance with the Unitary Air-Conditioner equipment certification program which is based on AHRI Standard 210/240.
2. Calculated in accordance with N.E.C. Use only HACR circuit breakers or fuses.
3. Standard line lengths - 60'. Standard lift - 60' Suction and Liquid line.
   For Greater lengths and lifts refer to refrigerant piping software Pub# 32-3312-0
4. * = 15, 20, 25, 30, 40 and 50 foot lineset available.

WEIGHT	
NET	211.0 lb
SHIPPING	246.0 lb

NOTES:
C1. TOP DISCHARGE SHOULD BE UNRESTRICTED FOR AT LEAST 60" ABOVE UNIT
C2. PLACE UNIT FROM WALL
C3. PLACE SHRUBBERY AT LEAST 12" FROM UNIT ON TWO SIDES, OTHER SIDES UNRESTRICTED
C4. PLACE UNIT SO ROOF RUN-OFF DOES NOT FALL DIRECTLY ON UNIT



WEIGHT AND CLEARANCE

Tag Data - Odyssey Split System Indoor Unit (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	No Tag	1	7.5 Ton Unitary Split Systems Indoor	TWE09043BAA--A00000000000000000000000000

Product Data - Odyssey Split System Indoor Unit

Item: B1 Qty: 1

Air Handler
7.5 Ton
R-410A
208-230/60/3
Dual Circuit
A - Major Design Sequence
A - Minor Design Sequence
Generation A (DOE 2018)
Standard Motor

Mechanical Specifications - Odyssey Split System Indoor Unit
Item: B1 Qty: 1

General - TWE
Completely Factory Assembled Convertible for Horizontal or Vertical Configuration Convertible for Cooling Only or Heat Pump Application Convertible for Left or Right External Connections (Refrigerant and/or Electrical) Convertible for Front or Bottom Air Return Nitrogen Holding Charge Certified and Rated in Accordance with AHRI and DOE Standards Certified to UL 1995 for Indoor Blower Coil Units

Casing - TWE
Zinc Coated, Heavy Gauge, Galvanized Steel Weather Resistant Baked Enamel Finish Access Panels with Captive Screws Completely Insulated with Foil Faced, Cleanable, Fire Retardant, Permanent, Odorless Glass Fiber Material Captured or Sealed Insulation Edges Electrical Connection Bushings or Plugs Refrigerant Connection Bushings or Plugs
Withstand Elevated Internal Static Pressure

Refrigeration System - TWE
Single or Dual Circuit Distributor(s) Thermal Expansion Valves (TXVs)

Evaporator Coil - TWE
3/8" Internally Enhanced Copper Tube Mechanically Bonded to Lanced Aluminum Plate Fins Factory Pressure and Leak Tested to 449 psig.
Draw-Through Airflow Dual Circuits Are Interlaced/Intertwined Double Sloped, Removable, Cleanable, Composite Drain Pan Four Drain Pan Positions

Indoor Fan - TWE
Double Inlet, Double Width, Forward Curved, Centrifugal Type Fan Dual Fans On 10.4-20.912.5-25 Ton Air Handlers Adjustable Belt Drive
Permanently Lubricated Bearings

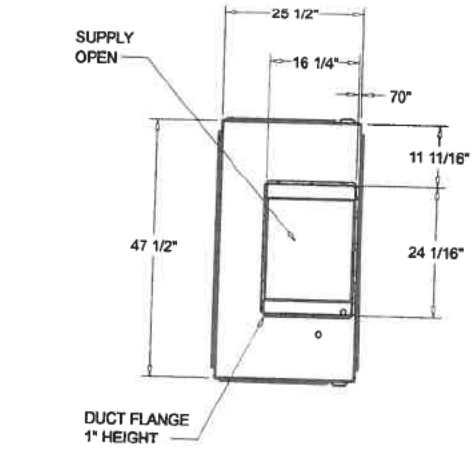
Indoor Motor - TWE
Adjustable Motor Sheaves Fixed Motors Sheaves (SZVAV and 2-Speed VFD) Thermal Overload Protection Permanently Lubricated Bearings
Meet Energy Policy of 1992 (EPACT) Optional Over Sized Motors for High Static Applications

Controls - TWE
Completely Internally Wired Numbered and Colored Wires Magnetic Indoor Fan Contactor Low Voltage Terminal Strip Single Point Power Entry Evaporator Defrost Control

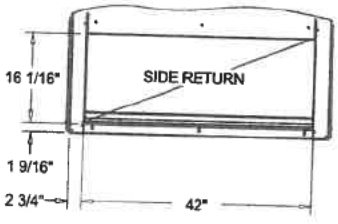
Filters - TWE
Access From Side Coil Panels Filters Slide on Rack One Inch (1"), Throw-Away Filters on 4.6-8.335-10 Ton Units Filter Rack Convertible to Two Inch (2") Capability on 5-10 Ton Units Two Inch (2"), Throw-Away Filters on 10.4-20.912.5-25 Ton Units

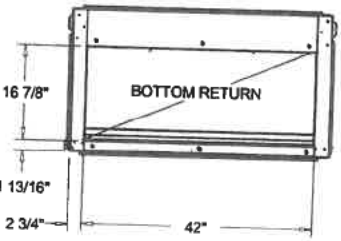
Electric Heaters TWE
Heavy Duty Nickel Chromium Elements cETL Approved Installs Directly On Fan Discharge One or Two Stage Control (Dependent Upon Capacity) Single Point Power Entry Terminal Strip Connections 208-230V Heaters Internally Wye Connected Automatic Line Break High Limit Controls 230V Heaters Internally Delta Connected Automatic Reset of High Limit Controls Through Pilot Duty with Secondary Backup Fuse Links

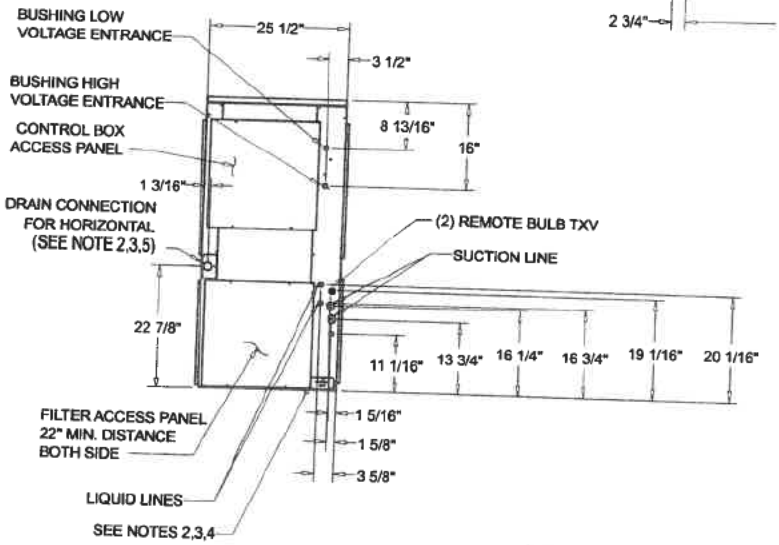
Unit Dimensions - Odyssey Split System Indoor Unit
Item: B1 Qty: 1

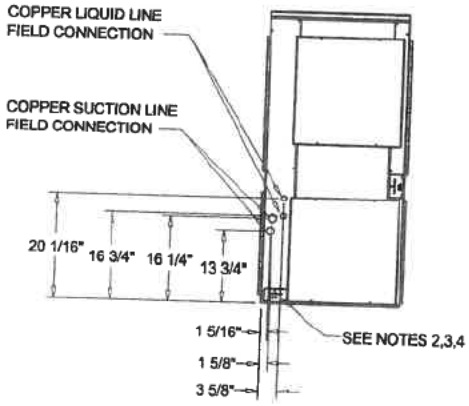


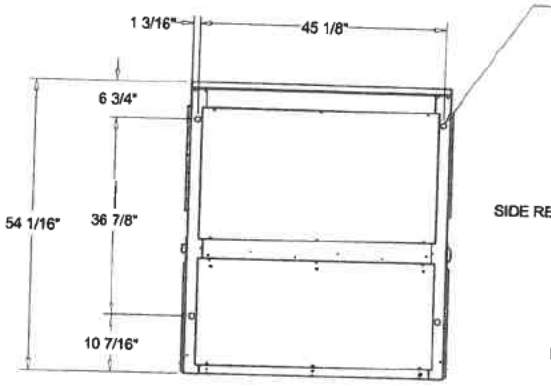
NOTES:
1 PANEL DEPTH 1/2" (TYP.ALL PANELS).
2. REMOVABLE DRAIN PAN AND ATTACHED DRAIN CONNECTION MAY BE INSTALLED ON END OF UNIT IN EITHER THE VERTICAL OR HORIZONTAL CONFIGURATION. PLASTIC DRAIN PAN ACCESS PLATE ON THE END OF UNIT OPPOSITE DRAIN CONNECTION MUST BE REMOVED TO SLIDE DRAIN PAN OUT OF UNIT FOR CLEANING. ACCESS PLATE MUST BE RE-INSTALLED AFTER SLIDING DRAIN PAN BACK INTO UNIT.
3. IF PERIODIC DRAIN PAN CLEANING IS REQUIRED, ALLOW ROOM FOR PARTIAL REMOVAL OF DRAIN PAN CONNECTION AT END OF UNIT.
4. 1" FEMALE SCHED. 40 PVC PIPE DRAIN CONNECTION VERTICAL CONFIGURATION.
5. 1" FEMALE SCHED. 40 PVC PIPE DRAIN CONNECTION HORIZONTAL CONFIGURATION.

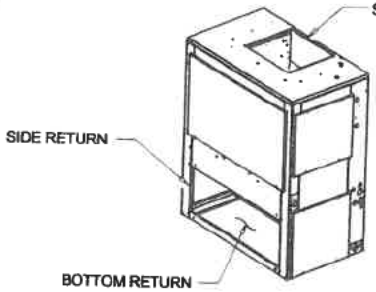




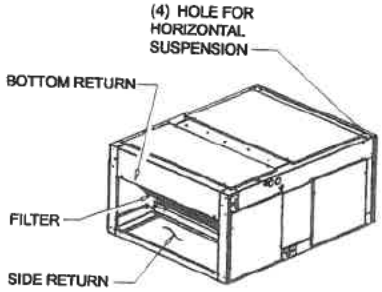








SUPPLY VERTICAL - RETURN HORIZONTAL / RETURN VERTICAL



SUPPLY HORIZONTAL - RETURN VERTICAL / RETURN HORIZONTAL

6 - 7.5 TON AIR HANDLER (DUAL CIRCUIT)
DIMENSIONAL DRAWING

Unit Dimensions - Odyssey Split System Indoor Unit
Item: B1 Qty: 1

AIR HANDLER ELECTRICAL DATA

ELECTRICAL DATA		
Model:	TWE090	Convertible 460 Voltages TWE090
Unit Operating Voltage:	187-253	414-506
Minimum Circuit Ampacity:	7.0	3.0
Maximun Fuse Size:	15.0	15.0
Maximun Circuit Breaker:	15.0	15.0

EVAPORATOR FAN MOTOR (9)		Convertible 460 Voltages
No.:	1	1
Volts:	208-230	460
Phase:	3	3
Motor HP:	1.50	1.50
Amp-FLA:	5.3 - 5.0	2.5
Amp-LRA:	34.3 - 34.3	17.0

GENERAL DATA

SYSTEM DATA	
No. Refrigerant Circuits	2
Suction Line (in.) OD	1 1/8"
Liquid Line (in.) OD	1/2"

INDOOR COIL - TYPE	
Tude Size:	3/8"
Face Area:	8 1/8"
Row/FPI	4 / 14
Refrigerant Control	EXPANSION VALVE
Drain Connection Size	1" PVC

INDOOR FAN	
Type:	CENTRIFUGAL
No. Used/Diameter x Width:	1 / 15"X15"
Drive Type/No. Speed:	BELT/ADJUSTABLE
CFM:	3000
No. Motor:	1
Motor HP - Standard/Oversized:	1.5 / 2.0 / 3.0
Motor RPM:	1725
Motor Frame Size:	56H

FILTER	
Type:	THROWAWAY
Furnished:	YES
No. Size Recommended:	(3) 16"X25"X1"

HEATER DATA

ELECTRICAL DATA

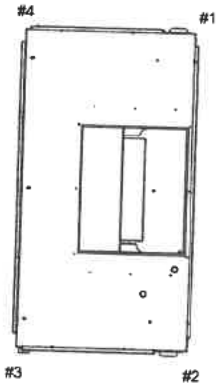
Heat Rating (kW):
Control Stages:
Power Supply:
Minimum Circuit Ampacity:
Maximun Fuse Size:
Maximun Circuit Breaker:

Notes:
1. KW ratings are at: 208/240V for 208-230V air handlers
   480V for 460V air handlers
   600V for 575V air handlers
   For other than rated voltage, capacity = ($\frac{\text{Voltage}}{\text{Rated Voltage}}$) x 2 Rated Capacity
2. Any power supply and circuits must be wired and protected in accordance with local electrical codes.
3. The HACR circuit breaker is for U.S.A. installations only.
4. With motor field converted to 460V.

NOTES:

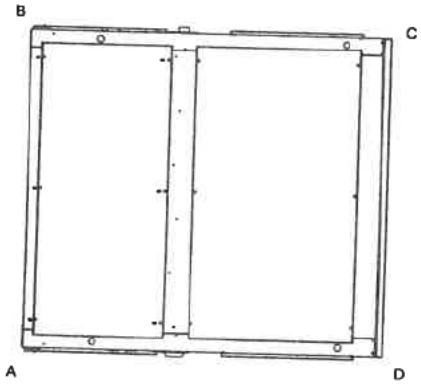
1. Cooling performance is rated at 95 F ambient, 80 F entering dry bulb, 67 F entering wet bulb.
2. Gross capacity does not include the effect of fan motor heat. AHRI capacity is net and includes the effect of fan motor heat. Ratings shown are tested and certified in accordance with AHRI Standard 340/360 or 365 certification program.
3. Condensing Unit Only Gross Cooling Capacity rate at 45 F saturated suction temperature and at 95 F ambient.
4. AHRI Net Cooling Capacity is calculated with matched blower coil and 25 ft. of OD interconnecting tubing. EER is rated at AHRI conditions and in accordance with DOE test procedures.
5. Integrated Part Load Value is based on AHRI Standard 340/360 or 365. Units are rated at 80 F ambient, 80 F entering dry bulb, and 67 F entering wet bulb at AHRI rated CFM.
6. Sound Rating shown is tested in accordance with AHRI Standard 270.
7. Refer to refrigerant piping program for line sizing and line length.
8. Refrigerant (operating) charge is for condensing unit (all circuits) with matching blower coils and 25 ft. of interconnecting refrigerant lines. All units are shipped with a small nitrogen holding charge only.
9. Second Column data Coverable to 460 volt

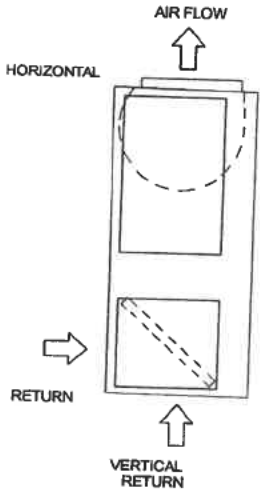
Weight, Clearance & Rigging Diagram - Odyssey Split System Indoor Unit
Item: B1 Qty: 1

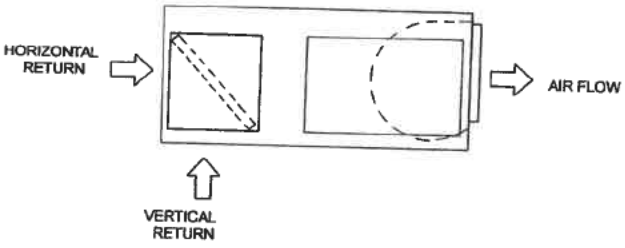


WEIGHTS AND CORNER WEIGHTS

Shipping:	360.0 lb
Net	323.0 lb
VERTICAL	
Corner 1:	67.0 lb
Corner 2:	99.0 lb
Corner 3:	75.0 lb
Corner 4:	82.0 lb
HORIZOTNAL	
Corner A:	56.0 lb
Corner B:	92.0 lb
Corner C:	87.0 lb
Corner D:	88.0 lb







WEIGHTS AND LOAD POINT LOCATION FOR CONDENSOR

WEIGHT AND RIGGING

Field Installed Options - Part/Order Number Summary

This is a report to help you locate field installed options that arrive at the jobsite. This report provides part or order numbers for each field installed option, and references it to a specific product tag. It is NOT intended as a bill of material for the job.

Product Family - Split System Air Conditioning Units (Small)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	2	3.5 Ton Unitary Split Systems	4TTA4060A4-------- -0-0000000000-00- ----------0000----- 000000000000000 00--00-0--0

Field Installed Option Description	Part/Ordering Number
Evaporator defrost control	AY28X079
Head pressure control	BAYLOAM103

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8468

DATE: December 2, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Solar Power Purchase Contract

PURPOSE: The Municipal Electric Authority of Georgia (MEAG Power) is requesting interested participants to execute a solar initiative power purchase contract.

REASON: MEAG Power is in the final stages of negotiating the purchase of solar power from a developer. This will add photovoltaic solar power to our resource portfolio starting in 2023.

RECOMMENDATION: Approve the power purchase contract, in substantial form, to purchase 2 MW of solar power for 20 years.

BACKGROUND: In the integrated resource plan, College Park is requiring some replacement of the Wansley coal capacity that is going away in 2021. The replacement can be via market priced energy or a power purchase contact. This solar contract provides a fixed cost in the range of $24.95 to $25.75 per MWH, which is equal or better than market price. The energy price will be fixed for 20 years.

Once all participants send their approval to MEAG Power, the contracts that include the solar power company name will be sent for signatures before Dec. 31, 2020.

YEARS OF SERVICE: N/A.

COST TO CITY: $24.95 to $25.75 per MWH.

BUDGETED ITEM: Yes, as a part of MEAG Power's cost.

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: December 7, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Power Department

ATTACHMENTS:

- MEAG Power Memo - Nov. 8, 2020 (PDF)
- MEAG Power Memo - Nov. 30, 2020 (PDF)
- MEAG - Solar Participants Power Purchase Contract with revisions (PDF)
- MEAG - Solar Participants Compiled PPC with Resolution & Opinion of Counsel (PDF)

Review:

- Hugh Richardson Completed 11/23/2020 2:02 PM
- City Attorney's Office Completed 11/23/2020 6:07 PM
- Rosyline Robinson Completed 11/25/2020 1:41 PM
- Terrence R. Moore Completed 12/02/2020 1:55 PM
- Mayor & City Council Pending 12/07/2020 7:30 PM

To: **MEAG Power Participants**

From: **Steve Jackson, Sr. VP and COO** Steve

Date: **November 5, 2020**

Subject: **Solar Initiative – Power Purchase Contract**

MEAG Power staff is in the final stages of negotiating the Solar Purchase Power Agreement (SPPA) between MEAG Power and the solar developer that will provide interested Participants the avenue to add photovoltaic solar power to their resource portfolio. The SPPA will provide the ability for MEAG Power to acquire up to 150 MWs of solar output and services on behalf of the Participants.

In conjunction with the SPPA, any Participant that commits to an entitlement share of the output under this SPPA (a Solar Participant) will execute a Power Purchase Contract (PPC) with MEAG Power. This Power Purchase Contract addresses the Solar Participants entitlement share to the products, your cost and payment obligations and the financial assurance provided by the Solar Participants to the project developer. This PPC is non-recourse to MEAG Power and the project developer will be looking directly to the Solar Participants for the security of the payments.

In order to maintain the current late 2023 commercial operation date for the project, all agreements need to be in place by year end and the following steps are required.

1. Participant execution of the Power Purchase Contract (PPC).
2. Participant communication of the desired MW entitlement amount.
3. Finalize total MW of supply under the SPPA and the corresponding price.
4. Board approval of the SPPA.
5. MEAG Power execution of the SPPA and Solar Participant PPCs with final entitlement share.

For those Participants engaged in the Walmart discussion with ECG, the proposed contract and rate schedule will be provided by ECG in a separate transmittal. The approval and execution of those agreements will be another step in the effort.

In order to support the first step of the MEAG Power process, attached is the final form of the PPC for your consideration. Although the SPPA will be an attachment to this agreement, the SPPA is not attached at this time due to the need to finalize a few remaining items, however the SPPA in substantial form will be provided as soon as possible. In addition, although the final price will change depending on the total MWs committed from the project, it is expected to be within a tight range of $24.95 to $25.75 per MWH fixed for 20 years.

Due to the end of year deadline, a response for steps 1 and 2 is requested by Wednesday December 16, 2020. The MEAG Power staff is available to support your review and evaluation of this opportunity. Please contact your Regional Manager with any questions or requests.

cc: Jim Fuller

To: **MEAG Power Participants**

From: **Steve Jackson, Sr. VP and COO**

Date: **November 30, 2020**

Subject: **Solar Initiative – Power Purchase Contract Update**

As MEAG Power staff has neared completion of the Solar Power Purchase Agreement (SPPA) between MEAG Power and the solar developer, it was recognized that the test energy provided under the SPPA would be available to the Solar Participants earlier than anticipated. In order to ensure that the Solar Participants receive the benefit of this energy from the facility, the Power Purchase Contract (PPC) between MEAG Power and the Solar Participants has been updated.

The following changes were made to the PPC to address this earlier timeline and are reflected in the attached redline of the agreement.

1) The billing date for funding the escrow account was moved to 90 days prior to the scheduled date for receipt of the test energy (Start Date).

2) The monthly billing for energy will begin 30 days prior to the Start Date.

The Start Date is anticipated to be June 1, 2023 and the amount of test energy is expected to increase over the period prior to the commercial operation date. This energy will be priced at a discount to the contract price due to its inconsistent delivery.

In addition to these changes to the PPC, the attached version also provides the draft resolution and draft legal opinion to support your commitment to the project. This version of the agreement is being provided in an editable format to allow the addition of your community specific information.

Please contact your Regional Manager with any questions or requests.

cc: Jim Fuller

POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Power Purchase Contract (this "**Contract**"), made and entered into as of _____, 2020, by and between the Municipal Electric Authority of Georgia (the "**Authority**" or "**MEAG Power**"), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the "**Act**"), and _____, (the "**Solar Participant**"), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, pursuant to the Act, the Authority has previously entered into one or more Power Sales Contracts (each, as amended, a "**Power Sales Contract**") with eligible political subdivisions, including the Solar Participant (each, a "**Participant**") to provide, from defined production projects and sources, for the Participants' bulk electric power supply needs;

WHEREAS, one such Power Sales Contract, the Project One Power Sales Contract (the "**Project One Power Sales Contract**"), further provides in Section 401 thereof that the Authority will provide or cause to be provided to each of the participants thereto, including the Solar Participant, (the "**Project One Participants**") its supplemental bulk power supply ("**Supplemental Power**") (i.e., that portion of the Solar Participant's bulk power supply in excess of its entitlement to power, energy, output and services from any MEAG Power project) during each month of each Power Supply Year (therein defined);

WHEREAS, Section 404 of the Project One Power Sales Contract provides that a Project One Participant may elect to procure an alternate source of Supplemental Power other than that

provided by the Authority, subject to providing notice to the Authority in accordance with subpart (c) of that Section;

WHEREAS, the Authority adopted a Supplemental Power Supply Policy in March of 1999, as amended (the "**Supplemental Power Policy**"), which, in part, waived the notice requirements provided for in Section 404(c) of the Project One Power Sales Contract;

WHEREAS, the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with _____ (the "**Company**") for the output and services of approximately [___] MWac from a photovoltaic solar energy generation facility located in [_____] County, Georgia (the "**Facility**") to be constructed, owned, operated, and maintained by the Company (hereinafter the "**SPPA**");

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant and certain Project One Participants have requested that the Authority purchase from the Company power, output and services of the Facility to provide for their Supplemental Power;

WHEREAS, the Authority and the Solar Participant agree that this Contract is supplemental to and authorized by the Project One Power Sales Contract;

WHEREAS, the Authority and the Solar Participant agree that the payment obligations under this Contract shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due hereunder;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

1.1. SPPA. The SPPA, in substantially the form attached hereto as Exhibit A, describes the terms under which the Products (as defined therein) of the Facility shall be made available to the Authority for the provision of solar power to the Solar Participant.

1.2 Entitlement Share. The Solar Participant's "**Entitlement Share**" shall be [___%] (the "**Entitlement Share Percentage**") of the Products.

1.3 Initial Payment Obligation. The Authority shall deliver to the Solar Participant an initial billing statement up to ninety (90) days prior to the Facility's anticipated ~~commercial operation date (as determined~~**commencement of the delivery of Test Energy** pursuant to the SPPA~~) (the "Commercial Operation~~ **(such anticipated date of delivery referred to as the "Start Date**"). The initial billing statement shall set forth the Solar Participant's Entitlement Share Percentage of the sum of the estimated Solar Costs and estimated MEAG Costs (both terms, as defined in Section 1.4 below) for the month the Authority anticipates will generate the highest aggregate amount of Solar Costs and MEAG Costs (the "**Maximum Monthly Amount**") during the year subsequent to the year of the ~~Commercial Operation~~**Start** Date. Amounts collected pursuant to this Section 1.3 (the "**Escrow Amount**") shall be held in escrow by the Authority, subject to use by the Authority pursuant to the terms hereof. At the end of each calendar year commencing the year after the year of the ~~Commercial Operation~~**Start** Date the Authority shall recalculate the Solar Participant's Maximum Monthly Amount for such year and, (i) if the Maximum Monthly Amount exceeds the Escrow Amount, the Authority shall include an amount equal to such deficit on the Solar Participant's next Billing Statement (as defined in Section 1.4) and (ii) if the Maximum Monthly Amount is less than the Escrow Amount, the Authority shall, at the Authority's election, either (A) refund to the Solar Participant an amount

from the Escrow Amount equal to such excess or (B) credit such excess to the Solar Participant's next succeeding Billing Statement(s).

1.4 Ongoing Payment Obligations.

(a) The Authority shall deliver to the Solar Participant a monthly Billing Statement commencing within the thirty (30) days preceding the anticipated ~~Commercial Operation~~**Start** Date and continuing through the Term. For purposes of this Contract, a "**Billing Statement**" shall be a written statement prepared or caused to be prepared monthly in advance by the Authority that shall set forth the Solar Participant's estimated payment obligations pursuant to the terms hereof.

(b) The Solar Participant shall remit payment monthly in advance. The Solar Participant's payment obligations hereunder for a particular month shall be an amount equal to the Solar Participant's Entitlement Share Percentage of the sum of the estimated Solar Costs and the estimated MEAG Costs. To the extent the amount paid by the Solar Participant pursuant to the preceding sentence is either greater or less than the Solar Participant's Entitlement Share Percentage of the sum of the actual Solar Costs and the actual MEAG Costs for a particular month, the Authority: (i) shall credit any excess payment to the Solar Participant's next Billing Statement and (ii) may satisfy any deficit from the Solar Participant's Escrow Amount and include a corresponding charge on the Solar Participant's next Billing Statement (so as to restore the Solar Participant's Escrow Amount).

For purposes of this Contract, (i) "**Solar Costs**" for a particular month shall mean the gross amount due to the Company or any other person for the month by the Authority pursuant to the terms of the SPPA, but excluding any interest charged by the Company to the Authority pursuant to Section 10.3 of the SPPA and (ii) "**MEAG Costs**" for a particular month shall mean all costs incurred by the Authority during the month in connection with the purchase from the Company and delivery to the Solar Participant of the Solar Participant's Entitlement Share,

including, but not limited to, (A) costs of (I) scheduling the delivery of solar energy, (II) energy imbalance penalties and (III) all other charges imposed on the Authority and associated with the transmission and delivery of solar energy to the Solar Participants, and (B) a share determined by the Authority to be allocable to this Contract, of all (I) administrative and general costs and (II) operation and maintenance costs, in each case related to the operation and conducting the business of the Authority, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of the Authority.

(c) The Solar Participant's payment obligations to the Authority arising under this Contract shall constitute general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provisions for such payments have been made from the revenues of the Solar Participant's electric system or from other available funds, the Solar Participant will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments hereunder have been made in full.

(d) Except as specifically provided herein, any payment due under this Contract shall be paid within ten (10) calendar days of the Solar Participant's receipt of the Billing Statement. The Parties agree to work in good faith to resolve any disputed amounts prior to the due date for such amount, and agree that any resolution of such disputed amount may, if necessary be addressed by appropriate adjustment to subsequent Billing Statements.

1.5 Rate Covenant. The Solar Participant will establish, maintain, and collect rates and charges for the electric service of its electric system so as to provide revenues sufficient to

enable the Solar Participant to pay to the Authority all amounts payable under this Contract and to pay all other amounts payable from and all lawful charges against or liens on the revenues of its electric system.

2.

2.1. Term. The term of this Contract shall commence on the ~~Commercial Operation~~**date that is ninety (90) days prior to the Start** Date and shall continue through and include the end of the twentieth (20th) Contract Year (~~each,~~ as defined in the SPPA), unless the SPPA, is terminated prior to such date, at which point this Contract will terminate upon the Solar Participant's full and complete satisfaction of its duties and obligations hereunder.

3.

Products Constitute Supplemental Bulk Power. The Solar Participant acknowledges that all Products contemplated in the proposed SPPA, if implemented, will constitute Supplemental Power, provided, however, that the Solar Participant agrees that it will not exercise its rights under the Supplemental Power Supply Policy or Section 404(c) of the Project One Power Sales Contract to opt-out of its payment obligations under this Contract at any time prior to the expiration of the term of the SPPA.

4.

Pledge of Payments. All payments in respect of Solar Costs required to be made by the Solar Participant pursuant to this Contract, and any or all rights to collection or enforcement of such payments, may be pledged to secure the payment of the Authority's obligations under the SPPA.

5.

Governing Law; Venue. This Contract shall be interpreted and enforced in accordance with the laws of the State of Georgia, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. The Parties agree that the venue for any action arising out of, or in regard to, this Contract shall be in the Superior Court of Fulton County, Georgia and each Party hereby consents to jurisdiction over it in Fulton County, Georgia.

6.

Mutual Representations and Warranties. Each Party represents and warrants to the other that, as of the Effective Date:

(a) Organization. It is duly organized and validly existing under the laws of the State of Georgia.

(b) Authority. It (a) has the requisite power and authority to enter into this Contract and (b) has, or as of the requisite time will have, all regulatory and other authority necessary to perform hereunder.

(c) Corporate Actions. It has taken all corporate or other applicable actions, including provision of notice, required to be taken by it to authorize the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby.

(d) No Contravention. The execution, delivery and performance and observance hereof by it of its obligations hereunder do not (a) contravene any provision of, or constitute a default under, (i) any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which it is bound, (ii) any valid order of any court, or any regulatory agency or other body having authority to which it is subject, or (iii) any material

Applicable Law presently in effect having applicability to it, or (b) require the consent or approval of, or material filing or registration with, any Governmental Authority or other Person other than such consents or approvals that are not yet required but expected to be obtained in due course.

(e) Valid and Enforceable Agreement. This Contract is a valid and legally binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by Georgia law, including the Act, and general principles of equity or bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally, laws restricting the availability of equitable remedies, and limitations on legal remedies against public bodies corporate and politic of the State of Georgia

(f) Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of such Party's knowledge, threatened against such Party with respect to this Contract or the transactions contemplated hereunder, in each case, that if it were decided against such Party would materially and adversely affect such Party's ability to perform its obligations hereunder.

(g) Legal Opinions. The Solar Participant shall authorize the execution and delivery of this Contract by resolution of its governing body in substantially the form attached hereto as Exhibit B. Further, the Solar Participant shall deliver to the Authority an opinion of counsel (such counsel to be reasonably acceptable to the Authority) as to the due authorization, execution and delivery and the enforceability of this Contract, in substantially the form attached hereto as Exhibit C.

7.

Default; Remedies for Default.

(a) Default. Failure of the Solar Participant to timely make to the Authority any of the payments for which provision is made in this Contract shall constitute a default on the part of the Solar Participant (a "**Default**"). A Default may be cured by the Solar Participant's (i) full payment of any past due amounts owed by the Solar Participant to the Authority pursuant to the terms hereof (the "**Primary Cure Payments**"), (ii) full payment of any interest which has accrued thereon (as referenced in Section 7(c), below) (the "**Interest Cure Payments**"), and (iii) with reference to paragraph (h)(i) of this Section 7, full restoration of the Escrow Amount, unless and until the Authority exercises its rights pursuant to Section 7(h)(iv), below (at which point the Default may no longer be cured).

(b) Continuing Obligation, Right to Discontinue Service. In the event of a Default, the Solar Participant shall not be relieved of its liability for payment of the amounts in default (including interest accrued thereon pursuant to Section 7(c), below), and the Authority shall have the right to recover from the Solar Participant any amount in default (including interest accrued thereon pursuant to Section 7(c), below). In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Solar Participant, and the Authority may, upon the occurrence of a Default and at the Authority's discretion, cease and discontinue providing all or any portion of the Solar Participant's Entitlement Share.

(c) Interest on Late Payments. Any amounts that are not paid when due hereunder shall bear interest at the Contract Interest Rate from the date due until paid, which rate shall not exceed the maximum permissible under Georgia law. The defaulting Solar Participant shall be

and shall remain solely liable for the payment of any interest arising under this Section 7(c). For purposes of this Contract, the "**Contract Interest Rate**" shall mean one hundred (100) basis points per annum plus the rate per annum equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published); provided that if at any time during the Term, the Wall Street Journal no longer publishes a prime lending rate, the prime lending rate for purposes of the calculation of the Contract Interest Rate will be average of the prime interest rates which are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States which publish a prime, base or reference rate.

(d) Levy of Tax for Payment. In the event of a Default, the Solar Participant shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due under the provisions of this Contract in each year over the remainder of the life of this Contract and the Authority shall have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of the Solar Participant sufficient in amount to provide such funds annually in each year of the remainder of the life of this Contract.

(e) Other Default by Solar Participant. In the event of a failure of the Solar Participant to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Solar Participant to pay all amounts due to the Authority under this Contract or in the event of a failure of the Solar Participant to take from the Authority its Supplemental Power in accordance with the provisions of this Contract, or in the event of any default by the Solar Participant under any other covenant, agreement or obligation of this

Contract, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Solar Participant.

(f) Default by The Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the Solar Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Authority.

(g) Abandonment of Remedy. In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, owes, and duties of the Authority and the Solar Participant shall continue as though no such proceeding had been taken.

(h) Default of Other Solar Participant.

(i) In the event of a Default by a Solar Participant pursuant to Section 7(b) hereof, the Authority shall:

(1) Apply the Escrow Amount (as collected from the Solar Participant pursuant to Section 1.3, above) to the defaulting Solar Participant's unpaid obligations hereunder;

(2) Transfer all or any part of the energy generated by the Facility and attributable to the defaulting Solar Participant's Entitlement Share to other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion), for the fair market value of such energy (a "**Default Sale**"); and

(3) Use the proceeds of such Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) to (A) satisfy the balance of the defaulting Solar Participant's unpaid obligations hereunder and/or (B) to the extent such payment obligations have been fully satisfied pursuant to Section 7(h)(i)(1) and/or this Section 7(h)(i)(3), fully or partially restore the defaulting Solar Participant's Escrow Amount.

(ii) The difference, if any, between the defaulting Solar Participant's unpaid payment obligations for a particular month (calculated pursuant to Section 1.4 and without inclusion of any interest amount accrued pursuant to Section 7(c), above) and the sum of (i) the defaulting Solar Participant's Escrow Amount (to the extent the Escrow Amount has not been previously applied to an unpaid obligation of the Solar Participant pursuant to Section 7(h)(i)(1)) and (ii) the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) shall be referred to as the "**Special Cost Increase**." The Special Cost Increase shall be allocated among the non-defaulting Solar Participants pro rata based on their Entitlement Share Percentages and each non-defaulting Solar Participant shall be obligated to satisfy their allocable share of the Special Cost Increase; provided that a non-defaulting Solar Participant's share of a Special Cost Increase shall not exceed 25% of the amount otherwise reflected on the Solar Participant's Billing Statement for the month to which the Special Cost Increase is attributable.

(iii) The excess, if any, between the defaulting Solar Participant's unpaid payment obligations for a particular month (calculated pursuant to Section 1.4 and inclusive of any interest amount accrued pursuant to Section 7(c), above) and the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) shall be for the benefit of the non-defaulting Solar Participants.

(iv) Primary Cure Payments received by the Authority from a defaulting Solar Participant shall be distributed on a ratable basis to the Solar Participants who were obligated to, and did, pay to the Authority their ratable share of the corresponding Special Cost Increase. Interest Cure Payments attributable to Solar Costs shall be paid by the Authority to the Company in satisfaction of the Authority's obligations under the SPPA and Interest Cure Payments attributable to MEAG costs shall be distributed to the non-defaulting Solar Participants ratably based on their Entitlement Share Percentages.

(v) Notwithstanding any Default Sale, a defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount reflected on its Billing Statements plus any interest accrued thereon as if such Default Sale had not been made; except that such liability shall be discharged by an amount equal to the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale). In the event a Solar Participant's Default continues uncured for ninety (90) calendar days or the Solar Participant fails to timely satisfy its payment obligations hereunder for either three (3) consecutive months or five (5) out of eight (8) months, the Authority may sell the defaulting Solar Participant's Entitlement Share to the other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion); provided that, if such a transfer occurs, the defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount attributable to its Entitlement Share plus any interest accrued thereon as if such transfer had not been made; except that such liability shall be discharged to the extent that the Authority receives payment (net of the Authority's expenses incurred in facilitating such transfer) from the transferee.

8.

In witness whereof, the Authority has caused this Contract to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

(SEAL)

[Solar Participant Signature is on the next page]

SOLAR PARTICIPANT

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

EXHIBIT A

FORM OF SPPA

[to be inserted]

EXHIBIT B

FORM OF AUTHORIZING RESOLUTION OF SOLAR PARTICIPANT

[to be inserted]

EXHIBIT C

FORM OF OPINION OF COUNSEL TO PARTICIPANT

[to be inserted]

MEAG Draft - 11.25.20

POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Power Purchase Contract (this "**Contract**"), made and entered into as of _____, 2020, by and between the Municipal Electric Authority of Georgia (the "**Authority**" or "**MEAG Power**"), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the "**Act**"), and City of College Park, (the "**Solar Participant**"), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, pursuant to the Act, the Authority has previously entered into one or more Power Sales Contracts (each, as amended, a "**Power Sales Contract**") with eligible political subdivisions, including the Solar Participant (each, a "**Participant**") to provide, from defined production projects and sources, for the Participants' bulk electric power supply needs;

WHEREAS, one such Power Sales Contract, the Project One Power Sales Contract (the "**Project One Power Sales Contract**"), further provides in Section 401 thereof that the Authority will provide or cause to be provided to each of the participants thereto, including the Solar Participant, (the "**Project One Participants**") its supplemental bulk power supply ("**Supplemental Power**") (i.e., that portion of the Solar Participant's bulk power supply in excess of its entitlement to power, energy, output and services from any MEAG Power project) during each month of each Power Supply Year (therein defined);

WHEREAS, Section 404 of the Project One Power Sales Contract provides that a Project One Participant may elect to procure an alternate source of Supplemental Power other than that provided by the Authority, subject to providing notice to the Authority in accordance with subpart (c) of that Section;

WHEREAS, the Authority adopted a Supplemental Power Supply Policy in March of 1999, as amended (the "**Supplemental Power Policy**"), which, in part, waived the notice requirements provided for in Section 404(c) of the Project One Power Sales Contract;

WHEREAS, the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with _____ (the "**Company**") for the output and services of approximately 2.0 MWac from a photovoltaic solar energy generation facility located in [_____] County, Georgia (the "**Facility**") to be constructed, owned, operated, and maintained by the Company (hereinafter the "**SPPA**");

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant and certain Project One Participants have requested that the Authority purchase from the Company power, output and services of the Facility to provide for their Supplemental Power;

WHEREAS, the Authority and the Solar Participant agree that this Contract is supplemental to and authorized by the Project One Power Sales Contract;

WHEREAS, the Authority and the Solar Participant agree that the payment obligations under this Contract shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due hereunder;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

1.1. SPPA. The SPPA, in substantially the form attached hereto as Exhibit A, describes the terms under which the Products (as defined therein) of the Facility shall be made available to the Authority for the provision of solar power to the Solar Participant.

1.2 Entitlement Share. The Solar Participant's "**Entitlement Share**" shall be [___%] (the "**Entitlement Share Percentage**") of the Products.

1.3 Initial Payment Obligation. The Authority shall deliver to the Solar Participant an initial billing statement up to ninety (90) days prior to the Facility's anticipated commencement of the delivery of Test Energy pursuant to the SPPA (such anticipated date of delivery referred to as the "**Start Date**"). The initial billing statement shall set forth the Solar Participant's Entitlement Share Percentage of the sum of the estimated Solar Costs and estimated MEAG Costs (both terms, as defined in Section 1.4 below) for the month the Authority anticipates will generate the highest aggregate amount of Solar Costs and MEAG Costs (the "**Maximum Monthly Amount**") during the year subsequent to the year of the Start Date. Amounts collected pursuant to this Section 1.3 (the "**Escrow Amount**") shall be held in escrow by the Authority, subject to use by the Authority pursuant to the terms hereof. At the end of each calendar year commencing the year after the year of the Start Date the Authority shall recalculate the Solar Participant's Maximum Monthly Amount for such year and, (i) if the Maximum Monthly Amount exceeds the Escrow Amount, the Authority shall include an amount equal to such deficit on the Solar Participant's next Billing Statement (as defined in Section 1.4) and (ii) if the Maximum Monthly Amount is less than the Escrow Amount, the Authority shall, at the Authority's election, either (A) refund to the Solar Participant an amount from the Escrow Amount equal to such excess or (B) credit such excess to the Solar Participant's next succeeding Billing Statement(s).

1.4 Ongoing Payment Obligations.

(a) The Authority shall deliver to the Solar Participant a monthly Billing Statement commencing within the thirty (30) days preceding the anticipated Start Date and continuing through the Term. For purposes of this Contract, a "**Billing Statement**" shall be a written statement prepared or caused to be prepared monthly in advance by the Authority that shall set forth the Solar Participant's estimated payment obligations pursuant to the terms hereof.

(b) The Solar Participant shall remit payment monthly in advance. The Solar Participant's payment obligations hereunder for a particular month shall be an amount equal to the Solar Participant's Entitlement Share Percentage of the sum of the estimated Solar Costs and the estimated MEAG Costs. To the extent the amount paid by the Solar Participant pursuant to the preceding sentence is either greater or less than the Solar Participant's Entitlement Share Percentage of the sum of the actual Solar Costs and the actual MEAG Costs for a particular month, the Authority: (i) shall credit any excess payment to the Solar Participant's next Billing Statement and (ii) may satisfy any deficit from the Solar Participant's Escrow Amount and include a corresponding charge on the Solar Participant's next Billing Statement (so as to restore the Solar Participant's Escrow Amount).

For purposes of this Contract, (i) "**Solar Costs**" for a particular month shall mean the gross amount due to the Company or any other person for the month by the Authority pursuant to the terms of the SPPA, but excluding any interest charged by the Company to the Authority pursuant to Section 10.3 of the SPPA and (ii) "**MEAG Costs**" for a particular month shall mean all costs incurred by the Authority during the month in connection with the purchase from the Company and delivery to the Solar Participant of the Solar Participant's Entitlement Share, including, but not limited to, (A) costs of (I) scheduling the delivery of solar energy, (II) energy imbalance penalties and (III) all other charges imposed on the Authority and associated with the transmission and delivery of solar energy to the Solar Participants, and (B) a share determined by the Authority to be allocable to this Contract, of all (I) administrative and general costs and (II) operation and maintenance costs, in each case related to the operation and conducting the business of the Authority, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of the Authority.

(c) The Solar Participant's payment obligations to the Authority arising under this Contract shall constitute general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant shall be and the same hereby is pledged to provide the funds required to

fulfill all obligations arising under this Contract. Unless such payments or provisions for such payments have been made from the revenues of the Solar Participant's electric system or from other available funds, the Solar Participant will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments hereunder have been made in full.

(d) Except as specifically provided herein, any payment due under this Contract shall be paid within ten (10) calendar days of the Solar Participant's receipt of the Billing Statement. The Parties agree to work in good faith to resolve any disputed amounts prior to the due date for such amount, and agree that any resolution of such disputed amount may, if necessary be addressed by appropriate adjustment to subsequent Billing Statements.

1.5 Rate Covenant. The Solar Participant will establish, maintain, and collect rates and charges for the electric service of its electric system so as to provide revenues sufficient to enable the Solar Participant to pay to the Authority all amounts payable under this Contract and to pay all other amounts payable from and all lawful charges against or liens on the revenues of its electric system.

2.

2.1. Term. The term of this Contract shall commence on the date that is ninety (90) days prior to the Start Date and shall continue through and include the end of the twentieth (20th) Contract Year (as defined in the SPPA), unless the SPPA, is terminated prior to such date, at which point this Contract will terminate upon the Solar Participant's full and complete satisfaction of its duties and obligations hereunder.

3.

Products Constitute Supplemental Bulk Power. The Solar Participant acknowledges that all Products contemplated in the proposed SPPA, if implemented, will constitute Supplemental Power,

provided, however, that the Solar Participant agrees that it will not exercise its rights under the Supplemental Power Supply Policy or Section 404(c) of the Project One Power Sales Contract to opt-out of its payment obligations under this Contract at any time prior to the expiration of the term of the SPPA.

4.

Pledge of Payments. All payments in respect of Solar Costs required to be made by the Solar Participant pursuant to this Contract, and any or all rights to collection or enforcement of such payments, may be pledged to secure the payment of the Authority's obligations under the SPPA.

5.

Governing Law; Venue. This Contract shall be interpreted and enforced in accordance with the laws of the State of Georgia, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. The Parties agree that the venue for any action arising out of, or in regard to, this Contract shall be in the Superior Court of Fulton County, Georgia and each Party hereby consents to jurisdiction over it in Fulton County, Georgia.

6.

Mutual Representations and Warranties. Each Party represents and warrants to the other that, as of the Effective Date:

(a) Organization. It is duly organized and validly existing under the laws of the State of Georgia.

(b) Authority. It (a) has the requisite power and authority to enter into this Contract and (b) has, or as of the requisite time will have, all regulatory and other authority necessary to perform hereunder.

(c) Corporate Actions. It has taken all corporate or other applicable actions, including provision of notice, required to be taken by it to authorize the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby.

(d) No Contravention. The execution, delivery and performance and observance hereof by it of its obligations hereunder do not (a) contravene any provision of, or constitute a default under, (i) any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which it is bound, (ii) any valid order of any court, or any regulatory agency or other body having authority to which it is subject, or (iii) any material Applicable Law presently in effect having applicability to it, or (b) require the consent or approval of, or material filing or registration with, any Governmental Authority or other Person other than such consents or approvals that are not yet required but expected to be obtained in due course.

(e) Valid and Enforceable Agreement. This Contract is a valid and legally binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by Georgia law, including the Act, and general principles of equity or bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally, laws restricting the availability of equitable remedies, and limitations on legal remedies against public bodies corporate and politic of the State of Georgia

(f) Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of such Party's knowledge, threatened against such Party with respect to this Contract or the transactions contemplated hereunder, in each case, that if it were decided against such Party would materially and adversely affect such Party's ability to perform its obligations hereunder.

(g) Legal Opinions. The Solar Participant shall authorize the execution and delivery of this Contract by resolution of its governing body in substantially the form attached hereto as Exhibit B. Further, the Solar Participant shall deliver to the Authority an opinion of counsel (such counsel to be

reasonably acceptable to the Authority) as to the due authorization, execution and delivery and the enforceability of this Contract, in substantially the form attached hereto as Exhibit C.

7.

Default; Remedies for Default.

(a) Default. Failure of the Solar Participant to timely make to the Authority any of the payments for which provision is made in this Contract shall constitute a default on the part of the Solar Participant (a "**Default**"). A Default may be cured by the Solar Participant's (i) full payment of any past due amounts owed by the Solar Participant to the Authority pursuant to the terms hereof (the "**Primary Cure Payments**"), (ii) full payment of any interest which has accrued thereon (as referenced in Section 7(c), below) (the "**Interest Cure Payments**"), and (iii) with reference to paragraph (h)(i) of this Section 7, full restoration of the Escrow Amount, unless and until the Authority exercises its rights pursuant to Section 7(h)(iv), below (at which point the Default may no longer be cured).

(b) Continuing Obligation, Right to Discontinue Service. In the event of a Default, the Solar Participant shall not be relieved of its liability for payment of the amounts in default (including interest accrued thereon pursuant to Section 7(c), below), and the Authority shall have the right to recover from the Solar Participant any amount in default (including interest accrued thereon pursuant to Section 7(c), below). In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Solar Participant, and the Authority may, upon the occurrence of a Default and at the Authority's discretion, cease and discontinue providing all or any portion of the Solar Participant's Entitlement Share.

(c) Interest on Late Payments. Any amounts that are not paid when due hereunder shall bear interest at the Contract Interest Rate from the date due until paid, which rate shall not exceed the

maximum permissible under Georgia law. The defaulting Solar Participant shall be and shall remain solely liable for the payment of any interest arising under this Section 7(c). For purposes of this Contract, the "**Contract Interest Rate**" shall mean one hundred (100) basis points per annum plus the rate per annum equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published); provided that if at any time during the Term, the Wall Street Journal no longer publishes a prime lending rate, the prime lending rate for purposes of the calculation of the Contract Interest Rate will be average of the prime interest rates which are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States which publish a prime, base or reference rate.

(d) Levy of Tax for Payment. In the event of a Default, the Solar Participant shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due under the provisions of this Contract in each year over the remainder of the life of this Contract and the Authority shall have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of the Solar Participant sufficient in amount to provide such funds annually in each year of the remainder of the life of this Contract.

(e) Other Default by Solar Participant. In the event of a failure of the Solar Participant to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Solar Participant to pay all amounts due to the Authority under this Contract or in the event of a failure of the Solar Participant to take from the Authority its Supplemental Power in accordance with the provisions of this Contract, or in the event of any default by the Solar Participant under any other covenant, agreement or obligation of this Contract, the Authority may bring any suit, action, or proceeding in law

or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Solar Participant.

(f) Default by The Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the Solar Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Authority.

(g) Abandonment of Remedy. In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, owes, and duties of the Authority and the Solar Participant shall continue as though no such proceeding had been taken.

(h) Default of Other Solar Participant.

(i) In the event of a Default by a Solar Participant pursuant to Section 7(b) hereof, the Authority shall:

(1) Apply the Escrow Amount (as collected from the Solar Participant pursuant to Section 1.3, above) to the defaulting Solar Participant's unpaid obligations hereunder;

(2) Transfer all or any part of the energy generated by the Facility and attributable to the defaulting Solar Participant's Entitlement Share to other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion), for the fair market value of such energy (a "**Default Sale**"); and

(3) Use the proceeds of such Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) to (A) satisfy the balance of the defaulting Solar Participant's unpaid obligations hereunder and/or (B) to the extent such payment obligations have been fully satisfied pursuant to Section 7(h)(i)(1) and/or this Section 7(h)(i)(3), fully or partially restore the defaulting Solar Participant's Escrow Amount.

(ii) The difference, if any, between the defaulting Solar Participant's unpaid payment obligations for a particular month (calculated pursuant to Section 1.4 and without inclusion of any interest amount accrued pursuant to Section 7(c), above) and the sum of (i) the defaulting Solar Participant's Escrow Amount (to the extent the Escrow Amount has not been previously applied to an unpaid obligation of the Solar Participant pursuant to Section 7(h)(i)(1)) and (ii) the proceeds of the

applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) shall be referred to as the "**Special Cost Increase**." The Special Cost Increase shall be allocated among the non-defaulting Solar Participants pro rata based on their Entitlement Share Percentages and each non-defaulting Solar Participant shall be obligated to satisfy their allocable share of the Special Cost Increase; provided that a non-defaulting Solar Participant's share of a Special Cost Increase shall not exceed 25% of the amount otherwise reflected on the Solar Participant's Billing Statement for the month to which the Special Cost Increase is attributable.

(iii) The excess, if any, between the defaulting Solar Participant's unpaid payment obligations for a particular month (calculated pursuant to Section 1.4 and inclusive of any interest amount accrued pursuant to Section 7(c), above) and the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) shall be for the benefit of the non-defaulting Solar Participants.

(iv) Primary Cure Payments received by the Authority from a defaulting Solar Participant shall be distributed on a ratable basis to the Solar Participants who were obligated to, and did, pay to the Authority their ratable share of the corresponding Special Cost Increase. Interest Cure Payments attributable to Solar Costs shall be paid by the Authority to the Company in satisfaction of the Authority's obligations under the SPPA and Interest Cure Payments attributable to MEAG costs shall be distributed to the non-defaulting Solar Participants ratably based on their Entitlement Share Percentages.

(v) Notwithstanding any Default Sale, a defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount reflected on its Billing Statements plus any interest accrued thereon as if such Default Sale had not been made; except that such liability shall be discharged by an amount equal to the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale). In the event a Solar Participant's Default continues uncured for ninety (90) calendar days or the Solar Participant fails to timely satisfy its payment obligations hereunder for either three (3) consecutive months or five (5) out of eight (8) months, the Authority may sell the defaulting Solar Participant's Entitlement Share to the other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion); provided that, if such a transfer occurs, the defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount attributable to its Entitlement Share plus any interest accrued thereon as if such transfer had not been made; except that such liability shall be discharged to the extent that the Authority receives payment (net of the Authority's expenses incurred in facilitating such transfer) from the transferee.

8.

In witness whereof, the Authority has caused this Contract to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof

by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

(SEAL)

[Solar Participant Signature is on the next page]

SOLAR PARTICIPANT

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

EXHIBIT A

FORM OF SPPA

[PLEASE NOTE THAT THE SPPA REMAINS UNDER FURTHER NEGOTIATION AND WILL BE PROVIDED AS NEGOTIATIONS COMPLETE**]**

EXHIBIT B

FORM OF AUTHORIZING RESOLUTION OF SOLAR PARTICIPANT

RESOLUTION OF THE [GOVERNING BODY] OF THE [SOLAR PARTICIPANT] APPROVING AND AUTHORIZING THE EXECUTION OF A POWER PURCHASE CONTRACT BETWEEN THE SOLAR PARTICIPANT AND THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, THE PLEDGE OF THE FULL FAITH AND CREDIT OF THE SOLAR PARTICIPANT TO SECURE ITS PAYMENT OBLIGATIONS THEREUNDER, AND FOR SUCH OTHER PURPOSES.

WHEREAS, pursuant to the Municipal Electric Authority Act (the "**Act**"), the [Solar Participant] (the "**Solar Participant**") has previously entered into one or more Power Sales Contracts (each, as amended, a "**Power Sales Contract**") with the Municipal Electric Authority of Georgia (the "**Authority**") for provision of the Solar Participant's bulk electric power supply needs by the Authority from defined projection projects and sources; and

WHEREAS, under one such Power Sales Contract, the Project One Power Sales Contract (the "**Project One Power Sales Contract**"), the Authority further agreed to provide or cause to be provided additional power needs of the Solar Participant in excess of its entitlement to power supplied under the Project One Power Sales Contract ("**Supplemental Power**"); and

WHEREAS, the Project One Power Sales Contract provides that the Solar Participant may elect to procure an alternate source of Supplemental Power other than that provided by the Authority from the output of an Authority project; and

WHEREAS, the Authority adopted a Supplemental Power Policy (the "**Supplemental Power Policy**") under which the Solar Participant and the Authority may make elections regarding provision and procurement of Supplemental Power; and

WHEREAS, the Solar Participant has determined that, in order to meet the growing and diverse energy needs of its customers, it has need for an additional type of economical, reliable source of electric power and energy beyond that provided from the sources available resources of the Authority under the Project One Power Sales Contract and other contracts between the City and the Authority; and

WHEREAS, the Authority has informed the Solar Participant that the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with _____ (the "**Company**") for the output and services of approximately [___] MWac from a photovoltaic solar energy generation facility located in [_____] County, Georgia (the "**Facility**") to be constructed, owned, operated, and maintained by the Company (such agreement, the "**Supplemental Power Purchase Agreement**" or "**SPPA**"); and

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant has requested that the Authority purchase from the Company power, output and services of the Facility to cause to be provided to the City its Supplemental Power; and

WHEREAS, the Authority has agreed to cause to be provided the Solar Participant's Supplemental Power from the power, output and services of the Facility pursuant to the terms of a Power Purchase Contract (the "**PPC**") in substantially the form attached as Exhibit A hereto; and

WHEREAS, the Solar Participant finds, and the Solar Participant and the Authority agree that the PPC is supplemental to, and is authorized by, the Project One Power Sales Contract and that the Products (as defined in the SPPA) constitute Supplemental Power as defined in the Supplemental Power Policy; and

WHEREAS, the Solar Participant determines that the Solar Participant's payment obligations for Supplemental Power under the PPC authorized thereby shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due thereunder; and

WHEREAS, the [Governing Body] desires to approve the PPC; to authorize the execution and delivery of the PPC and other such documents, certificates, and opinions described therein; and authorize such further actions as necessary for the Solar Participant to procure Supplemental Power as provided thereby.

NOW, THEREFORE, BE IT RESOLVED by the [Governing Body] of the Solar Participant as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in the body of this Resolution.

2. Findings and Determinations. All findings and determinations contained in the PPC, including the recitals thereto, are hereby incorporated herein by reference, and are hereby adopted as findings and determinations of the [Governing Body] of the Solar Participant.

3. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the PPC.

4. Supplemental Power Purchase Agreement. The [Governing Body] of the Solar Participant acknowledges receipt of the form of the SPPA to be executed by the Authority and Company.

5. Authorization to Execute PPC. The [Governing Body] of the Solar Participant hereby authorizes the Solar Participant to enter, as a Solar Participant (defined therein) into the PPC in substantially the form attached as Exhibit A hereto, and to perform the same, and the [Title of Officer] of the Solar Participant is hereby authorized on behalf of the Solar Participant to execute and deliver the PPC. The [Title of Officer], with the advice of Counsel to the Solar Participant, is authorized to agree to such changes to the PPC as may be necessary prior to execution thereof, and the execution and delivery of the PPC shall be conclusive evidence of such approval. The [Title of Officer] of the Solar Participant is authorized to attest the execution by the [Title of Officer] of the PPC and to affix the seal of the Solar Participant to such documents.

6. Further Authority. The [Governing Body] hereby authorizes, empowers and directs the [_____] and any necessary representatives of the Solar Participant to do all such acts and things

and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this Resolution and the PPC.

7. Authorized Representative. The [Title of Officer] and [Title of Officer] of the Solar Participant are each hereby each designated as Authorized Representatives of the Solar Participant, and may execute notices, certificates, requests, estimates and other documents contemplated by the PPC, subject to the limitations contained herein.

8. Repeal of Conflicting Resolutions. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

9. Effective Date. This Resolution (including the recitals first above written, which are hereby incorporated into this Resolution) shall take effect immediately upon its adoption; a copy of this Resolution may be filed in such offices as the undersigned or such development authority may elect to file this Resolution. All resolutions, or parts of resolutions, in conflict herewith are repealed.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

DULY ADOPTED at a meeting of the [Governing Body] of the Solar Participant, held this _____ day of _____ 2020.

Solar Participant

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

[SEAL]

EXHIBIT A

FORM OF PPC

[FORM ATTACHED]

CERTIFICATE OF CLERK

The undersigned, being the duly appointed, qualified, and acting Clerk of the [Governing Body] of the Solar Participant, **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on _____, 2020, by the [Governing Body] of the Solar Participant in a meeting duly called and assembled, after due and reasonable public notice was given in accordance with the procedures of the Solar Participant and with the applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of public record in the minute books of the [Governing Body] of the Solar Participant, which are in my custody and control.

I do hereby further certify that all members of the [Governing Body] were present at said meeting except the following members who were absent:

_____

and that the resolution was duly adopted by the following vote:

The following voted "Aye": _____

_____;

The following voted "Nay": _____

_____;

The following Did Not Vote: _____

_____.

WITNESS my hand and the official seal of the [Solar Participant], this ____ day of _____, 2020.

_____
Clerk

[SEAL]

EXHIBIT C

FORM OF OPINION OF COUNSEL TO SOLAR PARTICIPANT

[TO BE REPRINTED ON LETTERHEAD OF SOLAR PARTICIPANT'S COUNSEL]

_____, 2020

Municipal Electric Authority of Georgia
Atlanta, Georgia

[Solar Participant]
[Address], Georgia

Seyfarth Shaw LLP
Atlanta, Georgia

RE: Power Purchase Contract between the Municipal Electric Authority of Georgia and [Solar Participant]

Ladies and Gentlemen:

[I/We] have acted as Counsel to [Solar Participant] (the "**Solar Participant**") preliminary to and in connection with the authorization and execution of the above-captioned Power Purchase Contract, dated as of _____, 2020 (the "**PPC**"), between the Municipal Electric Authority of Georgia (the "**Authority**") and the Solar Participant. In so acting, we have examined such documents and matters of law as we have considered desirable to render the opinions hereinafter expressed, including but not limited to the following:

(a) The Constitution of the State of Georgia of 1983, particularly Article IX, Section III, Paragraph I(a) thereof and various acts of the General Assembly of Georgia relating to the Solar Participant;

(b) The PPC;

(c) The Project One Power Sales Contract;

(d) The validation certificate provided pursuant to the order issued by the Superior Court of Fulton County in *State of Georgia v. Municipal Elec. Auth. of Georgia et al.* Civil Action File No. 2018CV37032 (Fulton Co. Sup. Ct. July 17, 2018);

(e) Minutes of the meeting of the [Governing Body] of the Solar Participant held on _____, 2020, authorizing at such meeting the execution of the PPC by the Solar Participant; and

(f) Such other documentation and matters of law as [I/we] have deemed necessary.

Whenever [I/we] have stated that [I/we] have assumed any matter, it is intended to indicate that we have assumed such matter without making any factual, legal or other inquiry or investigation, and without expressing any opinion or conclusion of any kind, concerning such matter. [I/we] assume no issue of unconstitutionality or invalidity of a relevant law unless a reported case has so held.

Reference is made to the opinion dated the date hereof of Seyfarth Shaw LLP, Atlanta, Georgia, as counsel to the Authority, upon which [I/we] have relied, with your permission, with respect to all matters related to the validity and enforceability of the Supplemental Power Purchase Agreement (the "**SPPA**") between the Authority and RE Sumter LLC and the security pledged thereunder. [I/we] have reviewed sufficient information to assume that the Project One Power Sales Contract between the Solar Participant and the Authority has been judicially confirmed and validated by order of the Superior Court of Fulton County, Georgia. [I/we] have further assumed, in reliance upon the opinion of Seyfarth Shaw LLP, that the Authority has all requisite power and authority to enter into and perform its obligations under the SPPA, and that the SPPA is a valid and binding agreement, enforceable against the Authority in accordance with its terms.

Based upon the foregoing, it is [my/our] opinion that:

1. The PPC has been duly and validly authorized, executed and delivered by the Solar Participant and the provisions thereof which obligate the Solar Participant are legal, valid and binding obligations of the Solar Participant enforceable in accordance with the terms thereof. Under the terms of the PPC, the Solar Participant is obligated to levy a tax, at a rate sufficient, as described in the PPC, on all property in the Solar Participant's jurisdiction subject to such tax, to the extent necessary to generate sufficient revenue to pay its obligations under the PPC.

2. To the best of [my/our] knowledge and belief after reasonable inquiry, the PPC and the performance of the Solar Participant's obligations thereunder will not conflict with or be in violation of any applicable federal, state, or local law or ordinance or, to the best of [my/our] knowledge and belief, be in violation of, or constitute a default under, any agreement or instrument to which the Solar Participant is party or by which the Solar Participant is bound.

3. Each [officer/official] of the Solar Participant who executed the PPC was on the date of the execution thereof, and is on the date hereof, the duly, elected or appointed qualified incumbent of his or her office.

4. The notices given prior to each meeting of the Solar Participant at which any action was taken relating to the PPC and the security therefor comply with the applicable notice requirements of Georgia law, and said meetings were conducted in accordance with all other applicable requirements of Georgia law.

5. There is no action, suit, proceeding, inquiry or investigation, at law or equity, by or before any court or public board or body pending or, to the best of [my/our] knowledge and belief, after making due inquiry with respect thereto, threatened against or affecting the Solar Participant,

nor to [my/our] knowledge is there any basis therefore, which in any way questions the creation or existence of the Solar Participant or the powers of the Solar Participant, or which might result in a material adverse change in the condition (financial or otherwise), business or affairs of the Solar Participant or wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the PPC or any other agreement or instrument to which the Solar Participant is a party and which is used or contemplated for use in connection with the consummation of the transactions contemplated by the PPC or which in any way would adversely affect the levy or collection of taxes by the Solar Participant to fulfill its obligations pursuant to the PPC.

6. All consents, approvals or authorizations, if any, of any governmental authority or agency or other person required on the part of the Solar Participant in connection with the approval of the PPC, the execution and delivery of the same and the consummation of the transactions contemplated thereby have been obtained, and the Solar Participant has complied with any applicable provisions of law requiring any designation, declaration, filing, registration and/or qualification of the Solar Participant with any governmental authority or agency or other person in connection with such execution, delivery and consummation.

The foregoing opinions are qualified to the extent that the enforceability of the PPC might be limited by (i) bankruptcy, fraudulent transfer, moratorium, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights, (ii) limitations imposed by general principles of equity upon specific enforcement, injunctive relief or other equitable remedies, (iii) the exercise of judicial discretion in appropriate cases and (iv) to the following qualifications:

(a) [I/We] express no opinion as to the validity or enforceability of any of the following provisions that may be contained therein: (i) any provisions which purport to waive any defense, counterclaim, set off or deduction arising from any violation of applicable federal or state securities or usury laws, any fraud on the part of any other party, any failure to give notice of a disposition of collateral to the extent required under applicable law, any disposition of collateral other than in a commercially reasonable manner, or the effect of any applicable statute of limitation, (ii) any choice of law provisions therein, (iii) any provisions which purport to waive the right to trial by jury or purport to consent to or waive any objection to the jurisdiction or venue of any particular court, and (iv) any provisions which provide for payment of interest on unpaid interest or which, due to prepayment, acceleration, or otherwise, would cause the rate of interest to exceed five percent (5.0%) per month. [I/We] also note that any provisions requiring any party to pay the attorneys' fees of any other party may be subject to compliance with applicable legal requirements and limitations and that the provisions thereof may be subject to the effect of the provisions of law regarding mutual departures from strict contractual terms. Nothing in this paragraph (a) is intended to limit any of the other qualifications or exceptions to [my/our] opinions set forth in this letter.

(b) Enforcement of any warranties and indemnities contained therein may be limited by applicable federal or state securities laws as violations of public policy and may be limited to the extent such indemnities would require any party to indemnify another party for costs, losses, liabilities, claims, damages or expenses incurred by or asserted against such party as a result of action or inaction of such party constituting negligence. In

addition, it is possible that a court would not enforce any warranties or indemnities with respect to environmental matters contained therein.

(c) With respect to the enforceability thereof, [I/we] have assumed that, to the extent that applicable law would require the rights and remedies set forth therein to be exercised in good faith or in a reasonable or commercially reasonable manner as a condition to the enforceability thereof, the persons having remedial rights thereunder will observe and satisfy such legal requirements.

The undersigned's engagement as Counsel to the Solar Participant imposed no duty upon the undersigned to undertake any due diligence investigation as to either: (i) the adequacy of the security for the PPC, (ii) the business or financial condition of the Solar Participant, or (iii) the veracity of any representations or certification made by the [Solar Participant] on which [I/we] have relied. No opinion is expressed as to the federal or state tax-exempt status of the obligations or the interest thereon, or the applicability of the federal securities laws or the Blue Sky laws of any state with respect to the PPC.

The opinions set forth herein are limited to the laws of the State of Georgia and applicable federal laws. The opinions represent [my/our] legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result.

This opinion letter is rendered as of its date, and [I/we] express no opinion as to circumstances or events that may occur subsequent to such date. Further [I/we] undertake no, and hereby disclaim any, obligation to advise you, or any other person permitted to rely hereon, of any change in applicable law or relevant facts or any new development which might affect any matters or opinions set forth herein.

This opinion letter is given solely for the benefit of the addressees and their successors and assigns. This opinion letter is not intended to be employed in any transaction other than the one described above and is being delivered to the addressees with the understanding that it may not be published, quoted, relied on or referred to by, and copies may not be delivered or made available to, in whole in or part, any other person or entity (other than the addressees' counsel or any applicable rating agency) or used for any other purpose with the express prior written consent of this firm in each instance.

Very truly yours,

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8470

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Director of Economic Development

RE: Tax Allocation District Advisory Committee Project Approval

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PURPOSE: Mayor and Councils consideration in approving a tax allocation district project within the Six West Development.

REASON: On Tuesday, November 18, 2020 the Tax Allocation District Advisory Committee (TADAC) voted unanimously to approve a project within the Six West Development. Similar, the same process should take place with the City Council approving or disapproving the TAD projects within the Six West Development.

RECOMMENDATION: It is recommended that the City Council adopt a resolution to approve a project(s) recommended by the Tax Allocation District Advisory Council. The project is requesting the use of TAD funds to develop infrastructure situated along Rhodes Street and Columbia Avenue within the Six West Development, as well as develop the 6-acre stormwater park, and acquire two properties owned by the Fulton County Board of Education.

BACKGROUND:

Process to approve public projects within TAD #1 in the Tax Allocation District #1 Downtown and Airport Gateways:

1. PUBLIC SECTOR APPLICATIONS

The City of College Park and its Business and Industrial Development Authority (BIDA) have already assembled significant property holdings within TAD #1 (and may assemble additional property in the future) for the intended purpose of eventually conveying real estate for private sector redevelopment. In addition to unsolicited requests for TAD assistance which may be submitted by the private sector, the College Park City Council and/or its BIDA may make proposals to use future tax increments from private development on TAD parcels that are

currently publicly owned. The City Council could also request TAD proceeds to reimburse the City for public investments made to assemble that property or to fund additional public improvements which may be needed to enhance the value of proposed private development.

In such cases where the City may be "the Applicant" the TAD Advisory Committee will review the request, in a similar manner than would be required for any private sector applicant. The Committee must similarly vote to approve the project and submit its report before the City Council can take relevant action. However, in such cases where TAD proceeds accrue to and are invested by the City, certain financial criteria required of developers would no longer be relevant and may be waived. Therefore, specific contents of a "TAD application" submitted by the City will be different than content required of private sector applicants. Contents of an Application sponsored by the City may differ on a case by case basis and shall be determined by appropriate City Staff. The Advisory Committee will review and may request additional information as needed, prior to voting.

Apart from this procedure, the City has developed general policy guidelines to define desired project qualifications, public objectives, and priorities for investing TAD funds. These criteria serve as a consistent standard for evaluating project proposals, both within the existing TAD and for any new districts that may be created in the future. These guidelines are provided in Attachment A and are an integral part of the procedures outlined above.

2. FULTON COUNTY SCHOOL SYSTEM, BOARD OF EDUCATION APPROVAL

The Fulton County School System, Board of Education (BOE) and the City Council have agreed to a separate procedure whereby the BOE has waived representation on the TADAC and has instead retained authority to approve contributions of school tax increment to City-approved projects. The BOE accepts the City's TAD Policies, adopted procedures and application form as the applicant form to be submitted when requesting "BOE Project Approval" of projects requesting school district tax allocation increments. Having provided information requested in the TAD Application Form (**Attachment B**) to the satisfaction of the TADAC and having received project approval from the TADAC, the application will be forwarded to the BOE to begin the process of requesting the project's approval by the BOE.

BOE will base its review and consideration of the project on information and documentation supplied to the BOE by the City or TADAC as part of the City's TAD application process. The BOE may request additional detail regarding information supplied with or omitted from the applicant's TAD application but may not impose additional application requirements which are not part of in the City's procedure; or require the applicant to submit a separate application form specifically for BOE consent. If the project is approved by majority vote of the BOE, then the project will receive "BOE Project Approval" and will be eligible to receive future school district tax allocation increments as specified and outlined in the BOE IGA.

As noted in Section 2(k) the City has agreed to limit the number of requests of FCSS Staff to

present TAD Project(s) to the BOE for approval, to once every six (6) months. FCSS Staff shall make a good faith effort to expedite the BOE's review and presentation of project(s) and to obtain a vote within 90 days after receiving the City's submission of the TAD application(s) with supporting documentation. In the event the BOE chooses not to consent to a project that has received support from both the TADAC and the City Council, the applicant may choose to proceed with City and County tax increments only, or can resume negotiations with the City to offset the financial impact of losing of school tax increment. While this separate BOE procedure lengthens and introduces uncertainty to the review process, the City is committed to working with applicants and FCSS staff to ensure that terms and conditions associated with the commitment of TAD proceeds by the City and County are also consistent with BOE policy. The goal will be to address likely school district concerns during negotiations with the City Council, so that once submitted to the BOE, applicants will face minimal hurdles.

Please see the attached presentation and the Airport City Master Plan

COST TO CITY: None

REVENUE TO CITY: City, Fulton County, and Fulton County Board of Education Additional Tax Revenue due to the development of the Six West Development. The TADAC application request $30.4 million of TAD funds.

CITY COUNCIL HEARING DATE: December 7, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Fulton County Board of Education

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Edmund Wall, BIDA Financial Advisor

Artie Jones, III, Economic Development Director

ATTACHMENTS:

- TADAC Resolution 11182020 (DOCX)
- TADAC Draft MINUTES 11182020 (DOCX)
- College Park TAD Application Part 1 of 2 (PDF)
- College Park TAD Application Part 2 of 2 (PDF)

Review:

- Artie Jones Completed 11/18/2020 6:34 PM
- Rosyline Robinson Completed 11/20/2020 1:08 PM
- City Attorney's Office Completed 12/02/2020 2:25 PM
- Terrence R. Moore Completed 12/03/2020 10:56 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

RESOLUTION 2020-XX

A RESOLUTION BY THE CITY OF COLLEGE PARK, GEORGIA TO APPROVE A PROJECT WITHIN ITS TAX ALLOCATION DISTRICT #1 TO USE FUTURE TAX ALLOCATION INCREMENTS TO ENHANCE THE VALUE OF SAID PROJECT; TO REPEAL CONFLICTING RESOLUTIONS AND POLICIES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of College Park, Georgia ("City") is the Mayor and Council thereof;

WHEREAS, the Redevelopment Powers Law (O.C.G.A. §36-44-1, *et seq.*) provides for the exercise of redevelopment powers, the adoption of redevelopment plans, and the creation tax allocation districts by counties and municipalities in the State of Georgia; and

WHEREAS, the purpose of the Redevelopment Powers Law is to improve economic and social conditions within substantially underutilized, as well as economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties, municipalities and consolidated governments while creating a greater demand for governmental services, have a deleterious effect upon the public health, safety, morals and welfare, and impair or arrest the sound growth of the community; and

WHEREAS, pursuant to House Bill 773 (2006 GA. LAWS p. 4507, *et seq.*) as approved by a majority of the voters in a referendum held on May 7, 1990, College Park is authorized to exercise the redevelopment powers as delineated by the Redevelopment Powers Law; and

WHEREAS, in accordance with its redevelopment powers, the City approved the creation of Tax Allocation District ("TAD") #1 Downtown and Airport Gateways in 2015; and

WHEREAS, pursuant to that certain intergovernmental agreement between the City and the Fulton County Board of Education ("BOE"), the City is permitted propose TAD projects to the BOE to use future tax increments from private development on TAD parcels that are currently publicly owned, and request TAD proceeds to reimburse the City for public investments made to assemble said property or fund additional public improvements which may be needed to enhance the value of the proposed private development; and

WHEREAS, the City and its Business and Industrial Development Authority ("BIDA") have assembled significant property holdings within TAD #1 (and may assemble additional property in the future) for the intended purpose of eventually conveying real estate for private sector redevelopment ("Six West Development"); and

WHEREAS, the City's Tax Allocation District Advisory Committee ("TADAC") voted unanimously to approve a TAD #1 project within the Six West Development; and

WHEREAS, the City has determined that it is in the best interest of College Park and its citizens, to approve the TAD #1 project within the Six West Development and request the BOE's approval of said project.

BE IT AND IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA, and by the authority thereof that:

Section 1. The City hereby approves the proposed TAD #1 project within the Six West Development and shall submit its request for approval of said project to the BOE. The proposed

project is attached hereto as Exhibit "A" and incorporated by reference herein.

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3. All resolutions and parts of resolutions in conflict herewith are hereby expressly repealed.

Section 4. The Preamble of this Resolution shall be considered to be and is fully

incorporated by reference herein.

Section 5. The effective date of this Resolution shall be the date of adoption unless otherwise specified herein.

SO RESOLVED this ___7th___day of ___December___, 2020.

CITY OF COLLEGE PARK, GEORGIA

_____

Bianca Motley Broom, Mayor

ATTEST:

_____

City Clerk

APPROVED BY:

_____

City Attorney

EXHIBIT A

MINUTES

COLLEGE PARK TAX ALLOCATION DISTRICT ADVISORY COMMITTEE

CITY HALL

3667 Main Street, College Park, GA 30337
November 18, 2020

Present: Mayor Bianca Motley Broom, City Manager Terrence R. Moore, Chairlady Eleanor Cornelius, and Tracey Wyatt

Staff / Consultants: Edmund Wall-Financial Advisor, Artie Jones-BIDA Executive Director

Absent: Anna Roach

Others Present: Councilman Ken Allen

1. Mayor Bianca Motley Broom called the meeting to order at 5:08 PM.

2. The minutes from the November 19th, 2020 Tax Allocation District Advisory Committee Meeting (TADAC) was approved by a unanimous vote.

3. BIDA Executive Director Artie Jones, III provided the TADAC with an update on the Tax Allocation District #1 – Downtown and Airport Gateways.

4. There were no additions, deletions, amendments, or changes to the agenda.

5. Under new business BIDA Executive Director Artie Jones, III discussed the TADAC application, what next steps in the TADAC process, and an anticipated date that the funding might be available if College Parks TADAC application was approved.

6. City Manager Terrence Moore called a motion to authorize the TADAC application being presented and recommended for authorization to the College Park City Council at the Monday, December 7th City Council meeting. The motion was seconded by the BIDA Chairlady and the motion passed unanimously.

7. The meeting was adjourned at 5:58pm.

DRAFT

ATTACHMENT B:

TAD APPLICATION REQUIREMENTS

The following outline is provided to assist interested parties in requesting TAD funding assistance from the TAD Advisory Committee and the City Council, recognizing that not all requested information may be available or relevant to specific projects. The following should be viewed more as a "checklist" of requested information rather than an application form to be filled out exactly as presented in this document. Applicants may choose to omit items deemed not applicable. Applicants may use spreadsheets, follow a different reporting format, or provide project information in a narrative report or presentation. However, an applicant's failure to adequately address all applicable items, particularly Parts IV and V below, may result in the TADAC's request for additional information and delay its decision making. This application format has also been reviewed and approved in advance by the FCSS, as being sufficient to enable the BOE to determine whether to consent to contribute school tax increments to the applicant.

PART I: APPLICANT INFORMATION

Submit the following summary introduction and contact information to enable the TADAC to identify/locate the project site and summarize the amount or range of TAD funding being requested. Describe your organizational structure and provide a primary point of contact should City staff have questions or request additional information concerning the application.

1. Name and Location of Proposed Development Project

   Airport City (North of Camp Creek Parkway, East of Herschel Road, North of Brady Recreation Center, West of College Street)

2. Initial estimated amount (or range) of TAD Funding Requested

   $30.4 million

3. Applicant Contact Information

   a. Address: **3667 Main Street, College Park GA 30337**

   b. Designated Contact: **Artie Jones, III**

   c. Title: **Executive Director of Clearly College Park (Dev. Authority) / Economic Development Director**

   d. Phone Number: **404-669-3764**

   e. E-mail Address **ArtieJones@collegeparkga.com**

4. Ownership Entity Name

College Park Business and Industrial Development Authority (Clearly College Park)

5. Legal Form or Ownership **Development Authority - Governmental Organization**

6. Provide the names, addresses, phone numbers and e-mail addresses for major partners, JV or limited partners, or other project participants, if any. Indicate the ownership interest of each development participant listed under this item.

Project participants

Name	Title / Organization	Project	Phone
Jay Clark	Southeast Capital, President / CEO	Residential #1	404-285-6723
Amin Panjwani	Jupiter Dev., President	Hotel #1	404-232-5595
Rick Hale	Heart of Atlanta Group, President	Office #1	404-954-9500
Michael Hightower	Collaborative Holdings, Managing Partner	Office #2	404-295-8230
Yaron Zaken	Six Point Homes, Owner / President	Residential #2	404-290-3259 Alisha Houston, Broker
Michael Sunshine	BAMM, Managing Partner	Office #3	404-456-4599

7. Qualifications and Experience. Provide an introductory overview of the Applicant's qualifications and experience to implement the proposed project, including examples of comparable ongoing and/or completed projects.

N/ A - City Government

What date(s) did the College Park TAD Advisory Council (TADAC) meet to review the application? Please provide a copy of the minutes from the TADAC meeting(s).

***The TAD Advisory Council (TADAC) met on November 19th, 2019 at 5PM at College Park's City Hall located at 3667 Main Street, College Park GA. The draft minutes from the meeting are attached.**

TADAC is scheduled to meet again on Wednesday, November 18, 2020 to review the updated TAD application to be submitted to the City Council and Fulton County Board of Education.

Was Fulton County Schools (FCS) notified of the TADAC meeting(s)? If so, please provide a copy of the notice that was sent to FCS.

*The Fulton Board of Education was notified of the TADAC meeting on Friday, November 8th, 2019 via email. The general public was notified via public posting at College Park City Hall from November 11th, 2019 up until the November 19th meeting date (see attached email).

Attached to this document is also the most recent notification for the review of the most recent TADAC application accompanied with an agenda.

Was a TADAC report prepared? If so, please provide a copy of the TADAC report.

*The draft TADAC application was provided via email on November 8th, 2019 via email along with the email notification (see attached).

Within this report is the most recent TADAC application that will be reviewed by the TADAC on Wednesday, November 18, 2020. Please see exhibit I.

PART II: DEVELOPMENT PROFESSIONAL TEAM

Provide contact information for the key members of the project's technical/consultant team who have been retained as of the submission date:

1. PROJECT ARCHITECT - N/A
   a. Company
   b. Primary Contact Name
   c. Address
   d. Phone Number
   e. E-mail Address
2. CIVIL/TRAFFIC ENGINEER N/A
   a. Company
   b. Primary Contact Name
   c. Address
   d. Phone Number
   e. E-mail Address
3. GENERAL CONTRACTOR N/A
   a. Company

b. Primary Contact Name

c. Address

d. Phone Number

e. E-mail Address

4. PROPERTY MANAGER (If Applicable) **N/A**

a. Company

b. Primary Contact Name

c. Address

d. Phone Number

e. E-mail Address

5. DEVELOPER'S ATTORNEY **N/A**

a. Company

b. Primary Contact Name

c. Address

d. Phone Number

e. E-mail Address

PART III: GENERAL PROJECT INFORMATION

Use the following suggested outline to describe the project and its potential economic and fiscal benefits to the City. If you choose not to follow this outline, please ensure that the information requested below is included in your project narrative or provide an explanation as to why the information is not provided.

1. General Project Description

Currently under contract are 6 projects:

- Southeast Capital – 56 acre residential
- Jupiter 2 – Hotel w/ restaurant
- KW Commercial – Office #1
- Collaborative Holdings – Office #2
- Six Point Homes – Residential #2

- BAMM – Office #3

The City of College Park proposes to utilize TAD funding for the development and construction of two major roadways into the development (Rhodes Boulevard and Columbia Street). Rhodes Boulevard will intersect Camp Creek Parkway at the South and the 56-acre residential development at the North. Columbia Avenue will intersect Main Street at the east and Washington Road at the West. TAD funding is also proposed for purchasing two additional strategic properties owned by the Fulton County Board of Education, as well as the construction of the 6-acre landing park which serves as a storm water retention basin and open greenspace. The stormwater basin serves as retention for the entire incremental development area of the Six West Development.

Demonstrate why the proposed road improvements and other infrastructure are necessary for the successful development of the anticipated hotel and residential development

The existing roadway system within the Six West development is principally 2-lane residential streets that were constructed 60+ years ago. Due to the density of the proposed Six West Development all the existing roads and infrastructure would need to be redesigned and replaced for the higher density development. The Fulton County Board of Education owns two properties located within the Six West Development which are vital to the overall development, as one of the properties is located within the area proposed for the 6 acre landing park (stormwater retention) and the other smaller property is located within the 56 acre residential development (residential #1 project). Please see exhibit XII.

Please provide a preliminary pro forma for the planned residential development and proposed hotel to ensure the financial viability of these projects.

*The pro formas are included within this report.

How will the proceeds associated to the sale of these properties be used by the City?

The sales proceeds associated to the sale of properties within the Six West Development will be used in several ways. First and foremost, the City of College Park Business and Industrial Development Authority (BIDA) will repay back to the general fund loans received from the College Park Power fund. The latest audit report with Mauldin & Jenkins contains language that specifies that BIDA needs to repay approximately $13 million of debt back to the Power Fund. After the BIDA debt has been satisfied remaining proceeds from BIDA real estate sales within the Six West Development area will be used for infrastructure improvements, property acquisitions within the Six West Development, and to repay back debt issued associated with any bonds that the city might secure for the Six West development.

Are there any conditions to closing that remain outstanding? Do you foresee any issues related to the projected closing months/dates provided below?

There are copies of the purchase and sales agreements for all the projects mentioned above. Within the Southeast Capital and Jupiter 2 PSA's in the special stipulation section, it states that the City of College Park is required to provide all utility infrastructure to serve the Project. The infrastructure to serve residential and hotel projects is what the City of College Park is requesting TAD funds to finance.

2. Location of the development site

   The site is located in the City of College Park (Please see exhibit II.)

3. Tax parcel ID number(s)

   See attached spreadsheet (exhibit III)

4. Acreage

   Approximately 311 acres

5. Existing land use(s)

   The zoning is currently Planned Development (PD)

6. Current full value and assessed (40%) value of the development site

   Fair Market Value of $$69,372,325 and an assessed value of $27,748,930

7. Current annual real property tax bills broken out by taxing jurisdiction (City, County, and School taxes)

	2015 Base Year	2020 Year
Fair Market Value	$69,372,325	$94,583,500
Taxable Assessed Values (40%)	$27,748,930	$37,833,400
College Park Total Gross Available Collections (.012619)	$350,164	$477,420
Fulton County Government Gross Collections (.010705)	$298,301	$378,183
Fulton County School Systems Gross Collections (.018502)	$513,411	$673,283

*City and County Homestead Exemption not considered in the values above.

Please provide the parcel numbers, owners and 2015 and 2020 assessed value which comprises the 2015 Base Year assessed value of $27.7 million and the 2020 assessed value of $37,833,400.

***The 2015 and 2020 parcel numbers, owners, and assessed values are included within this report in exhibit III.**

8. Proposed demolition of existing structures. If applicable, describe the square footage and current uses of buildings to be demolished. Include the number of existing total and occupied housing units if applicable.

There are no existing structures to be demolished within the project areas that are located along the roads proposed for construction. Prior to the properties acquisition by HJIAA the area was a residential community. After acquisition by the airport, most of the homes and businesses were demolished. Only trees and some dilapidated home foundations remain.

9. Permanent job creation/retention associated with the development (if applicable)

Project	Construction Jobs / Permanent Job Created	Jobs Retained
Southeast Capital (residential #1)	250 / 15	0
Jupiter 2 (hotel #1)	100 / 60	0
Jupiter 2 (restaurant)	50 / 35	0
KW Commercial (office #1)	50 / 80 - 100	0
Collaborative Holdings (office #2)	45 / 40	0
Six Point (residential #2)	100 / 3	0
BAMM (Office #3)	80 / 230	0

10. Estimated annual City/County/School property taxes generated at completion.

Project	Development Value
Southeast Capital	$128,160,000
Jupiter	$36,600,000
KW Commercial	$2,650,000
Collaborative	$2,200,000
Six Point	$14,700,000
BAMM	$12,437,500
Total	$198,987,500

	2015 Base Year	New Proposed Development (Additional Value)	New development combined to 2020 value	2015 base minus new development value annually
Fair Market Value	$69,372,325	$198,987,500	*$293,571,000	$224,198,675
Taxable Assessed Values (40%)	$27,748,930	$79,595,000	*$117,428,400	$89,679,470
College Park Total Gross Collections (.012619)	$350,164	$1,004,409	*$1,481,829	*$1,131,665
Fulton County Government Gross Collections (.01075)	$298,301	$805,422	*$1,188,258	*$875,513
Fulton County School Systems Gross Collections (.018502)	$513,411	$1,416,473	*$2,089,756	*$1,576,345

*City and County Homestead Exemption not considered in the values above.

Is the increased property value projection based on the entirety of the airport city project, the improvement of the roads, the development of the hotel and residential area, or a combination of these factors?

The increased property value projection is based only on the development of the projects included within this report and not the public infrastructure we would like to finance with the use of TAD funds being requested.

Additional cash flow projections of revenue and expenditures are needed to determine how long the increment would be required for the proposed road improvements. At what rate will the developments occur (year by year), what increment would be generated each year, and how does this projected revenue compare to projected expenditures through the development process for the proposed road improvements? What is the projected increment by each governmental entity?

Please find attached a proforma that addresses the above questions.

What if more revenue is needed to complete the project? Would the requested amount for the TAD cap to total proceeds for these projects? How would additional costs be covered in case of a cost overrun?

The TAD amount requested considers cost overruns on the infrastructure proposed to be funded with TAD proceeds. If additional revenue is needed to complete the project(s) the City of College Park would look to utilize property sales revenue generated from selling project sites within the Six West development. The property sales revenue would only be available after the $13 million debt is paid back to the College Park Power fund. The City of College Park has enlisted the services of several reputable engineering firms and construction companies to provide cost estimates for the overall development to help ensure that cost overruns do not occur.

11. Project (Use) Mix

Use	# of Units	Building Area (SF) or % of building area
Hotel #1 & Restaurant	1	115k sq. ft.
Office #1	1	12k sq. ft
Office #2	1	10k sq. ft
Office #3	1	60k sq. ft.

12. Construction Type (New Construction, Rehab, Conversion, etc.)

New Construction

13. Residential Development Detail (If applicable)

Ownership Housing Unit Mix:

	Units	Size Range (Sq. ft.)	Average Sq. ft.	Average Sales Price
3 - bedroom townhomes	106	1800 – 2200 sq. ft.	2000 sq. ft.	$420,000
	82	2200 – 2800 sq. ft.	2500 sq. ft.	$500,000
Total	188			$85,520,000

b. Rental Housing Unit Mix

	# of units	Size Range (sf)	Average Sq. ft.	Average Sales Price
Studio	0			0
1 Bedroom	52			$164,000
2 Bedroom	91			$164,000
3 Bedroom	117			$164,000
Totals	260			$42,640,000

What effect will a less-than-optimal buildout of the residential development have on the projected increment?

The residential development has been provided a five-year buildout to ensure that a less than optimal buildout does not occur. If the development does fall short the

City of College Park feels that other developments within the Six West portfolio will more than cover any potential shortfalls. As was mentioned during College Park's presentation to the Fulton County Board of Education staff, there are a number letters of intent being considered within the Six West development for various projects which include restaurants, additional hotels, and a major entertainment venue.

May the School System receive a copy of preliminary contracts and/or agreements with the developer of the residential site which outlines terms and conditions associated with the development of this project (including zoning / permitting requirements)? Will the developer receive any incentives?

*Contracts for all the developments previously discussed is included within this report. The PSA's enclosed do not include any incentives for the developers. We request that the PSA not be shared with anyone outside the Fulton County Board of Education to protect proprietary information of the developer. (See exhibit IV – IX.)

Describe planned unit features, finishes and amenities (provide visuals if available).

Please see attached finishes of apartment units' townhomes, and single-family homes.

14. Describe planned project amenities (recreational amenities, open space, etc.)

Amenities to be included are as follows: playground, pool, clubhouse, and weight room.

15. Nonresidential Development Detail (if applicable)

Type of Development	# of Units	Size Range (SF)	Average SF	Average Sales Price
Restaurant	1	5k sq. ft.		$1.125 mil
Hotel #1	1	115k sq. ft.		$35.475mil
Office #1	1	12k sq. ft.		$2.65 mil
Office #2	1	10k sq. ft.		$2.2 mil
Office #3	1	50k sq. ft.		$14.7 mil
Total				$56.15 mil

16. Estimated development schedule, including construction start dates and expected absorption .

The Infrastructure development start date is the Winter of 2021 and will be completed in 12 – 18 months. Vertical development will start Winter 2022. and completed over 24 months for the hotel and restaurant project. The residential development should be 50% completed by Summer/ Winter 2023.

May the School System receive a copy of preliminary contracts and/or agreements with the developer of the proposed hotel which outlines terms and conditions

associated with the development of this project (including zoning / permitting requirements)? Will the developer receive any incentives?

Yes. (Please see attached exhibit IV – IX.)

What public infrastructure, if any, is the developer required to install?

What portion of the road development pertains to providing access to the hotel development? To the residential development?

Rhodes Street serves both the 56-acre residential development and hotel #1. Columbia Streets serves the hotel development and provides access to Main Street in downtown College Park and Washington Road.

17. Anticipated impact of the project on the surrounding area.

This project will have a relatively low impact to the surround area considering the projects already underway at HJAIA.

18. Estimated project completion (end) value. (Estimate the total sell out value of the project. Include a value estimate for any buildings retained by the developer.)

The buildout value to the project area is as follows:

Project	Development Value
Southeast Capital	$128,160,000
Jupiter	$36,600,000
KW Commercial	$2,650,000
Collaborative	$2,200,000
Six Point	$14,700,000
BAMM	$12,437,500
Total	$198,987,500

17. Describe the proposed uses of TAD funds and itemize the distribution of those costs

Proposed uses of TAD funds include the engineering, design, and construction of two major roadways within the airport city development {Rhodes Street and Columbia Avenue).

18. Optional supporting documents:

a. Existing conditions photos;

See exhibit II.

b. Location and project boundary maps;

See exhibit II.

c. Conceptual Site Plan (If a conceptual site plan is not available, provide an estimated delivery date for a site plan.);

See attached

d. Project rendering and/or conceptual elevation drawings (if available);

See attached

e. Other relevant supporting information not specifically requested above, which you believe may assist the TAD Advisory Committee in evaluating this application.

See attached

PART IV: SCHOOL DISTRICT IMPACTS [REQUIRED]

Use the following outline to describe the project's potential economic and fiscal impacts on the Fulton County School System (FCSS).

1. If the project involves new residential construction, estimate potential FCSS school enrollment impacts at the elementary, middle, and high school levels using reasonable student multipliers for comparable housing product types in similar suburban settings. Indicate the source of the multipliers used, whether the US Census, actual surveys of comparable developments in Atlanta, the developer's own experience with prior projects, or other verifiable source. If residential construction is to be phased over time, provide a multi- year timeline of projected enrollment impacts based on your expected construction schedule.

   The economic development office did a survey on a newer multi-family residential development that opened in March 2017. Of the 109 apartments, only 10 school age children live within the development. Due to the low number of students living in the development, economic development staff thanks that the survey method is problematic in estimating the number of children that might live in the new proposed residential development in the Airport City.

   The economic development office also visited the U.S. Census website. We found that the average household in College Park had 2.42 people per home (2 adults and almost half of a child). If we were to use the 2.42 ratio estimating that all the new residential units being constructed would have .42 children per home, we are looking at a potential 188 new children living within 446 unit residential development within the Airport City.

2. Identify the FCSS schools which would receive estimated student enrollment based on current FCSS attendance zones.

   The three schools that would be affected by the influx of new children would be Banneker High School (9-12), College Park Elementary School (K-5), and Woodland Middle School (6-8).

3. If the project involves the demolition and/or rehabilitation of existing owner occupied or rental housing, estimate the number of households and FCSS students which currently reside in the project and whether those households and students may be temporarily or permanently displaced. If the proposed redevelopment or re-use of the project site remains residential, estimate resulting impacts as developed, using the same format as outlined in questions 1 and 2.

The new residential development will not require the demolition of an existing rental or owner-occupied building. No one will be displaced because of the development.

4. Estimate the expected direct and indirect economic and fiscal impacts on the FCSS. This section may include discussion of on-site employment impacts/benefits, the generation of FCSS revenues not pledged to the TAD (i.e. personal property or ESPLOST revenues), or other applicable benefits or potential costs. If the project is physically near or has the potential to impact an existing FCSS facility, describe any potential construction-related or operational impacts (whether temporary or permanent) on the FCSS (such as traffic, access, or noise impacts) and discuss measures to manage or mitigate those impacts, if applicable. Applicants are encouraged to use this section to describe any additional attributes of the project or future employers within the project, which may interest or benefit FCSS families, students, teachers, and/or employees.

The overall Airport City mixed-use development will include over 700k sq. ft. or retail, 1100 hotel rooms, 2.3 million sq. ft. of class A office buildings, entertainment venues, and restaurants, and several amenities like public parks and walking trails. The development will create a minimum of 5000 permanent jobs at full buildout. FCSS families will benefit from the new jobs to be created at the development.

A new baseball field, 5k walking trail, and soccer field will be developed to accommodate those adjacent residential communities and College Park Elementary School.

Please provide a projection of additional sales tax revenue to the District resulting from the anticipated hotel and residential projects.

Pre COVID hospitality occupancy rates within the City of College Park was approximately 85%. Newer hotels in College Park realize occupancy rates north of 90%. Hotel #1 within the Six West Development is anticipating to develop a 220-room hotel. It is estimated that a new 220 room hotel with 90% occupancy with an average daily rate of $135 per night minimum would realize sales tax revenue of A hotel with 220 rooms with an occupancy level of 85% and an average daily room rate of $135 per night will generate over **$780k** annually. This does not include the proposed restaurant that will also be included with the proposed hotel #1.

Due to the 56-acre residential development #1, there will be major purchases of raw materials for the construction of the residential development. It is anticipated that over $92 million in construction materials and appliances will be purchased for the project that will generate **$5.5 million** in local sales tax.

5. If the project involves road construction, describe the potential impact on FCSS bus routes. This section may include alterations of traffic patterns, construction delays, the necessity of alternate routes, and safety impacts.

The project will have little to any effect on bus routes or alterations to traffic patterns for the nearby College Park Elementary School. The new roads to be constructed are already existing roadways that will be improved and engineered for the new development.

PART V: PROJECT ECONOMICS

The applicant must provide a financial analysis/proforma to assist the TADAC in understanding why TAD financing is needed to support the economic/financial feasibility of the proposed project. Financing assumptions should be clearly reflected in the project proforma (items 2 through 7 below) and described in explanatory notes.

1. Financing Sources

		Applicable? (Yes/No)	Financing Amount	% of total Cost
a.	Conventional Debt	NO		0
b.	Governmental Loans (Describe)	NO		0
c.	State/Federal Grants (List Sources)	NO		0
d.	Tax Credits	NO		0
e.	Other Debt	NO		0
f.	Contributed Equity	NO		0
g.	Other sources	NO		0
h.	TAD Funding Request	YES	$30.4 mil	100%
TOTALS:			**$30.4 mil**	**100%**

Demonstrate that Fulton County Schools tax increment is necessary for the success of the proposed road improvements. What will occur if the Board of Education does not approve this project application request?

Utilizing the City and County increment alone is not enough to finance the bond needed to finance the public infrastructure project. The Clearly College Park Development Authority will work with each of the developer / end-user to negotiate mutually beneficial terms to financing the infrastructure if a less than favorable reply is the result of the TADAC application.

Will there be bonds issued to finance the $25 million contribution or will the projects be pay go?

Yes, bonds will be issued to finance the $25 million contribution.

If bonds are to be issued have a financial advisor and bond attorney been identified?

Edmund Wall – Financial Advisor

Earl Taylor – Bond Attorney

If bonds are to be issued what are the likely terms? 10 years? 15 years? 30 years?

20 years. Please see the attached bond schedule in Exhibit X

Are there any contingency plans in place should the project, even thus far, not go as planned?

YES. See attached

Will there be any contributed equity?

The City of College Park has contributed over 30 million in equity to the project in property acquisitions from private property owners and the City of Atlanta Department of Aviation. The City of College Park has also invested roughly $900k in additional planning in the form of the development of the Airport City Master Plan, the Six West District Plan, completing the Development of Regional Impact application, and the rezoning entitlement process of the Six West Development.

2. Construction cost estimates: Include in the development pro forma a line -item estimate of construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

Project	Amount
Columbia Street	$9,910,484
Rhodes Street w / bridge	$6,810,604
Landing Park (Retention Pond)	$5,115,911
Soft cost for construction projects includes design, engineering, program management & contingency (20%)	$4,007,400
Property Acquisition of 720 John Wesley Ave.	$1,500,000
Property acquisition of 0 Redwine Ave.	$12,000
Total	**$27,356,399**

Please see exhibit XI.

We realize that cost estimates are at a very high / conceptual level but there appears to be a very large ratio of soft costs to hard costs on the project. How certain is the City of the projected costs? What if once the projects are designed and estimated, the cost estimates are well below the projections, will the requested amount of the school system increment / terms of any bonds be adjusted accordingly?

The project cost projections have been vetted by construction contractors and are less than 3 months old as of November 9, 2020. Industry standards were used when the calculations were developed.

3. Income projections from sales and/or leasing activity: Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.

All six developments under contract by the College Park Business and Industrial Development Authority totals over $14 million. These properties will be sold and not retained by the City of College Park.

4. Cash Flow Analysis: Submit a development pro forma reflecting the period from start -up through construction, stabilization, and sell out (if applicable). If a portion of the property is to be retained by the applicant, provide an estimate of the residual value of the retained property.

Please provide cash flows for the Rhodes and Columbia Avenue projects. Cash flows should project both revenue from the increment associated with projected build-out / reassessed value of the residential and hotel projects as well as projected construction expenditures associated with the proposed public works projects.

See attached proforma(s) exhibit XI.

Describe the amount and source(s) of developer's equity to be supplied to the development.

As was mentioned previously the City of College Park has invested north of $30 million to date in the Six West development area plus approximately $1 million in soft cost to include DRI completion and entitlements.

5. Estimated Financing Terms: Estimate interest rates/costs of debt financing to be used.

TBD

6. ROI: Calculate projected returns on investment to be earned by the development, with and without

the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.

N/A

7. Market Evidence: Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.

N/A

8. Uses of TAD Proceeds: Describe the intended uses of TAD proceeds. TAD funds must be used for eligible redevelopment costs as outlined in the Redevelopment Plan and the City's TAD Policies. The BOE is particularly interested in understanding how school tax increments will be used, and ensuring that those uses are consistent with FCSS policy.

All of the TAD Funds being requested are to be used for the design, engineering, development, and construction of the two major roadways, development of the landing park, and the purchase of two FCCS parcels located within the Six West Development.

PART VI: SITE CONTROL, ZONING, AND SCHEDULE

1. Describe the status of the project in terms of site assembly, permitting and the expected construction schedule.

One parcel within residential #1 is currently owned by the FCCS. The City of College Park is working with FCCS to acquire the property. One additional 9.3-acre parcel within the Six West Development is owned by the Fulton County School System. 97% of the Six West Development is owned by the City of College Park Business and Industrial Development Authority and the City of College Park.

2. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc.

The property is currently owned by the City of College Park Business and Industrial Development Authority or the City of College Park. Please see the attached spreadsheet which shows the current ownership of the property to be developed. See exhibit 3A.

3. Indicate the current and requested zoning designation(s) for the project site. If the site is not currently zoned for its intended use(s), describe the timeline for obtaining zoning approvals.

The site is currently under the ORI (Development of Regional Impact) process. Once the ORI process is completed the appropriate zoning of PUD will be established on the Airport City site.

4. Indicate whether required site plan approvals and/or variances have been obtained. If no, describe the timeline for obtaining zoning approvals.

All entitlements and site approvals are in order. Entitlements and DRI process was completed in August 2020.

5. Include a projected construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction. The construction schedule should identify target dates for the following major milestones:

a.	Obtain Financing Commitments	**September 2021**
b.	Detailed (Final) Site Plan Approval	**June 2021**
c.	Real Estate Closing Date (if applicable)	**See attached PSA's**
d.	Construction Start Date	**November 2021**
e.	Estimated Completion Date	**Summer 2023**
f.	Target date for first units sold or leased	**Fall 2021**

PART VII: CERTIFICATIONS

All applications must be a companied by a signed and witnessed statement from the proposer stating the following:

The undersigned (the Applicant) hereby certifies to the best of his/her knowledge and belief that the information contained in this application is true, correct, and complete as of the submission date. The undersigned further represents that he/she has the authority to bind the Applicant and all individuals and entities herein to this warranty of truthfulness of the application.

The Applicant further acknowledges having read all applicable sections of City Policies and Procedures governing the processing of requests for TAD assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes, as well as all program policies, rules and guidelines established by the City, County, and School District.

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application does not bind the Board of Education to do the same, and the BOE retains authority to approve the commitment of school tax increments to individual projects within the TAD. In the event the BOE does not agree to support this application, the Applicant has the option to proceed with City and County tax increments only.

The Applicant acknowledges that a favorable vote by all taxing jurisdictions does not constitute a commitment to finance the proposed project if bonds or other form of debt instruments are required to be issued. In such case, a favorable vote to proceed constitutes only an agreement to seek third party investors to purchase tax allocation bonds or offer comparable financing to the City, based upon anticipated future real property tax increment to be generated to repay debt service. The Applicant will also be responsible for satisfying underwriting criteria that may be imposed by these financing sources.

APPLICANT SIGNATURE: _____

Name: _____

Title: _____ Date _____

Witness Signature: _____

Name: _____ Date: _____

GEORGIA'S GLOBAL CITY
COLLEGE PARK
AIR TRANSPORTATION GATEWAY

Exhibits

ITEM **EXHIBIT #**

TADAC Agenda (Nov. 19, 2019)..... I
- Minutes
- Certified Approval

TADAC Agenda (Nov. 18, 2020)
- Minutes

College Park City Council Authorizing Resolution
- Certified Approval *(To Be Added)*

Six West Project Site & Concept Plan..... II

College Park 2015 vs 2020 TAD Assessment Spreadsheet..... III

Southeast Capital (Residential #1).....IV

Jupiter 2 (Hotel #1)..... V

KW Commercial (Office #1)..... VI

Collaborative Holdings (Office #2)..... VII

Six Point Homes (Residential #2).....VIII

BAMM (Office #2) IX

College Park & Fulton County Tax Proforma..... X

College Park, Fulton County, and FCCS Proforma

FCCS Proforma

Construction Costing Estimates.....XI

Properties to Acquire from FCCS.....XII

EXHIBIT I

- TAD Advisory Committee Agenda
- Minutes
- Certified Approval
- November 18, 2020 TADAC Agenda & Minutes
- December 7, 2020 City Council Authorizing Resolution (To Be Added)

College Park TAD Advisory Committee

Meeting

Agenda

Tuesday November 19, 2019	5:00pm	Executive Conference Room

1. Call to Order
    a. Roll Call/ Introductions
2. Review and Approval of Minutes
    a. Review of meeting minutes of October 11, 2017
3. New Business
    a. Recap of TAD goals and objectives
    b. Airport City Masterplan review
    c. Project Review
4. Other Issues
5. Adjournment

MINUTES

COLLEGE PARK TAX ALLOCATION DISTRICT ADVISORY COMMITTEE

CITY HALL
3667 Main Street, College Park, GA 30337
November 19, 2019

Present: Mayor Jack P. Longino, City Manager Terrence R. Moore, Eleanor Cornelius, and Anna Roach, Councilman Tracey Wyatt

Staff: Economic Development Director Artie Jones

Absent: Economic Development Program Manager Tasha Hall-Garrison

1. Mayor Longino called the meeting to order at 5:15pm.

2. Mayor Longino called for corrections to the October 11, 2017 TAD Advisory Board Minutes.

3. **ACTION:** Mayor Longino moved to approve October 11, 2017 TAD Advisory Board Minutes as is. Seconded by Eleanor Cornelius. The motion carried unanimously.

4. **New Business**
   a. Recap of TAD goals and objectives
   b. Airport City Masterplan review
   c. Project review

ACTION: Mayor Longino moved to allow project to be presented to College Park City Council for consideration of presentation to Fulton County Board of Education. Member Cornelius seconded the motion. The motion carried unanimously.

5. **Other Issues** – There were no other issues

6. **Adjournment** - The Board moved adjourn meeting at 8:01pm.

As Submitted By:

Tasha Hall-Garrison, Assistant Secretary
12/02/2019

8.A

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

APPROVAL CERTIFICATION
THIS IS TO CERTIFY THAT THIS MATTER WAS
GIVEN OFFICIAL APPROVAL BY THE MAYOR &
COUNCIL OF THE CITY OF COLLEGE PARK MEETING
IN REGULAR SESSION ON 12/2/2019
CITY CLERK
w/ conditions

DATE: November 27, 2019

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Director of Economic Development

RE: Tax Allocation District Advisory Committee Approved Project

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PURPOSE: Mayor and Councils consideration in approving a tax allocation district project within the Airport City Development.

REASON: On Tuesday, November 19, 2019 the Tax Allocation District Advisory Committee (TADAC) voted unanimously to approve a project within the Airport City Development. Similar, the same process should take place with the City Council approving or disapproving the TAD projects within the Airport City.

RECOMMENDATION: It is recommended that the City Council adopt a resolution to approve a project recommended by the Tax Allocation District Advisory Council. The project is requesting the use of TAD funds being presented within the Airport City to develop infrastructure situated along Rhodes Street and Columbia Avenue.

BACKGROUND:

Process to approve public projects within TAD #1 in the Tax Allocation District #1 Downtown and Airport Gateways:

1. Public Sector Applications

The City of College Park and its Business and Industrial Development Authority (BIDA) have already assembled significant property holdings within TAD #1 (and may assemble additional property in the future) for the intended purpose of eventually conveying real estate for private sector redevelopment. In addition to unsolicited requests for TAD assistance which may be submitted by the private sector, the College Park City Council and/or its BIDA may make proposals to use future tax increments from private development on TAD parcels that are currently publicly owned. The City Council could also request TAD proceeds to reimburse the

City for public investments made to assemble that property or to fund additional public improvements which may be needed to enhance the value of proposed private development. In such cases where the City may be "the Applicant" the TAD Advisory Committee will review the request, in a similar manner than would be required for any private sector applicant. The Committee must similarly vote to approve the project and submit its report before the City Council can take relevant action. However, in such cases where TAD proceeds accrue to and are invested by the City, certain financial criteria required of developers would no longer be relevant and may be waived. Therefore, specific contents of a "TAD application" submitted by the City will be different than content required of private sector applicants. Contents of an Application sponsored by the City may differ on a case by case basis and shall be determined by appropriate City Staff. The Advisory Committee will review and may request additional information as needed, prior to voting.

Apart from this procedure, the City has developed general policy guidelines to define desired project qualifications, public objectives, and priorities for investing TAD funds. These criteria serve as a consistent standard for evaluating project proposals, both within the existing TAD and for any new districts that may be created in the future. These guidelines are provided in Attachment A and are an integral part of the procedures outlined above.

2. *Fulton County School System, Board of Education Approval*

The Fulton County School System, Board of Education (BOE) and the City Council have agreed to a separate procedure whereby the BOE has waived representation on the TADAC and has instead retained authority to approve contributions of school tax increment to City-approved projects. The BOE accepts the City's TAD Policies, adopted procedures and application form as the applicant form to be submitted when requesting "BOE Project Approval" of projects requesting school district tax allocation increments. Having provided information requested in the TAD Application Form (**Attachment B**) to the satisfaction of the TADAC and having received project approval from the TADAC, the application will be forwarded to the BOE to begin the process of requesting the project's approval by the BOE.

BOE will base its review and consideration of the project on information and documentation supplied to the BOE by the City or TADAC as part of the City's TAD application process. The BOE may request additional detail regarding information supplied with or omitted from the applicant's TAD application but may not impose additional application requirements which are not part of in the City's procedure; or require the applicant to submit a separate application form specifically for BOE consent. If the project is approved by majority vote of the BOE, then the project will receive "BOE Project Approval" and will be eligible to receive future school district tax allocation increments as specified and outlined in the BOE IGA.

As noted in Section 2(k) the City has agreed to limit the number of requests of FCSS Staff to present TAD Project(s) to the BOE for approval, to once every six (6) months. FCSS Staff shall

make a good faith effort to expedite the BOE's review and presentation of project(s) and to obtain a vote within 90 days after receiving the City's submission of the TAD application(s) with supporting documentation. In the event the BOE chooses not to consent to a project that has received support from both the TADAC and the City Council, the applicant may choose to proceed with City and County tax increments only, or can resume negotiations with the City to offset the financial impact of losing of school tax increment. While this separate BOE procedure lengthens and introduces uncertainty to the review process, the City is committed to working with applicants and FCSS staff to ensure that terms and conditions associated with the commitment of TAD proceeds by the City and County are also consistent with BOE policy. The goal will be to address likely school district concerns during negotiations with the City Council, so that once submitted to the BOE, applicants will face minimal hurdles.

Please see the attached presentation and the Airport City Master Plan

COST TO CITY: None

REVENUE TO CITY: City, Fulton County, and Fulton County Board of Education Additional Tax Revenue

CITY COUNCIL HEARING DATE: December 2, 2019

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Fulton County Board of Education

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Artie Jones, III, Economic Development Director

ATTACHMENTS:

- City Council Presentation on TAD Project 11212019 (PPTX)
- RESOLUTION RE TAD PROJECT- AIRPORT CITY (DOCX)

Review:

- Artie Jones Completed 11/22/2019 10:18 AM
- Rosyline Robinson Completed 11/22/2019 3:01 PM
- City Attorney's Office Completed 11/27/2019 10:43 AM

Updated: 11/27/2019 10:59 AM by Rosyline Robinson

- Terrence R. Moore Completed 11/27/2019 11:04 AM
- Mayor & City Council Pending 12/02/2019 7:30 PM

Fulton County Board of Education

Email Invitation to TAD

Advisory Committee Meeting with TAD application attachment

Artie Jones, III

From: Artie Jones, III <artiejones@collegeparkga.com>
Sent: Friday, November 08, 2019 1:27 PM
To: Dereef, Marvin <Dereef@fultonschools.org>
Subject: TAD Advisory Committee Meeting
Attachments: TAD Application draft for Airport City Projects 11172019.pdf

Mr. Dereef,

Good morning. This email is sent as a notice to make you aware that the City of College Park will be having a tax allocation district advisory council meeting on Tuesday, November 19th, 2019 at 5 pm at College Park City Hall. Attached is a draft copy of the TAD application to be presented to the advisory council for consideration at the meeting. College Park's economic development department will be presenting a TAD project for approval to be provided to the College Park City Council, then presented to the Fulton County Board of Education.

If you should have any questions please don't hesitate to contact me.

Thanks

Artie Jones, III, MPA
Director of Economic Development
Executive Director of Clearly College Park
City of College Park
3667 Main Street
College Park, GA 30337
404.669.3764 Office
404.305.2057 Fax
artiejones@collegeparkga.com
www.collegeparkga.com
www.360CollegePark.com

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Fulton County Schools
Where Students Come First

BOARD OF EDUCATION
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Katie Reeves • Katha Stuart
Mike Looney, Ed.D., *Superintendent*

October 21, 2020

RECEIVED
OCT 28 2020
OFFICE OF THE
CITY MANAGER

Attn: Terrence R. Moore, ICMA-CM
City Manager
City of College Park
3667 Main Street
College Park, GA 30337
tmoore@collegeparkga.com

Re: City of College Park Tax Allocation District #1 – Downtown and Airport Gateways

Dear Mr. Moore:

I am writing with regard to City of College Park's pending request for Fulton County Schools (the "District") to review a proposed redevelopment project within Tax Allocation District #1 – Downtown and Airport Gateways (the "TAD").

As you know, in June 2020 the District suspended review and evaluation of all pending TAD and TAD redevelopment project applications due to the uncertain economic impact of the COVID-19 pandemic. Please be advised the District may resume TAD and TAD project evaluations in January 2021. Accordingly, we invite and encourage you to provide us with any and all revisions and updates you may have to your proposed TAD, TAD redevelopment projects and/or financial projections. Please provide such information by December 31, 2020 to:

Marvin Dereef, Jr.
Chief Financial Officer
Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, GA 30339
Dereef@fultonschools.org

Best regards,

Mike Looney
Superintendent

CITY OF COLLEGE PARK
P.O. BOX 87137 • COLLEGE PARK, GA. 30337 • 404/767-1537

NOTICE
OF MEETING

TAX ALLOCATION DISTRICT ADVISORY COUNCIL (TADAC) OF THE CITY OF COLLEGE PARK

WEDNESDAY, NOVEMBER 18, 2020
5:30PM

COLLEGE PARK CITY HALL
3667 MAIN STREET
COLLEGE PARK, GA 30337

1. DISCUSSION OF REAL ESTATE MATTER
2. POSSIBLE LITIGATION
3. PERSONNEL
4. OTHER MATTERS

College Park Tax Allocation District #1

Downtown and Airport Gateways

TAD Advisory Committee Meeting

3667 Main Street – Council Chambers
Wednesday, November 18th, 2020 - 5:30pm

1. Call to Order
    a. Welcome by Mayor Bianca Motley Broom
    b. Roll call and brief instructions
    c. Update on College Park Tax Allocation District #1 – Downtown and Airport Gateways – Artie Jones, III (Masterplan & District Plan)

2. Adoption of Minutes

3. Additions, Deletions, Amendments, or Changes to the Agenda

4. New Business
    a. Review of TAD goals, objectives, policies, and procedures
    b. Discussion of Fulton BOE edits to TAD Policies and Procedures
    c. Submission of edited TAD Application to the College Park City Council and Fulton County Board of Education

5. Other Issues

6. Adjournment

EXHIBIT II

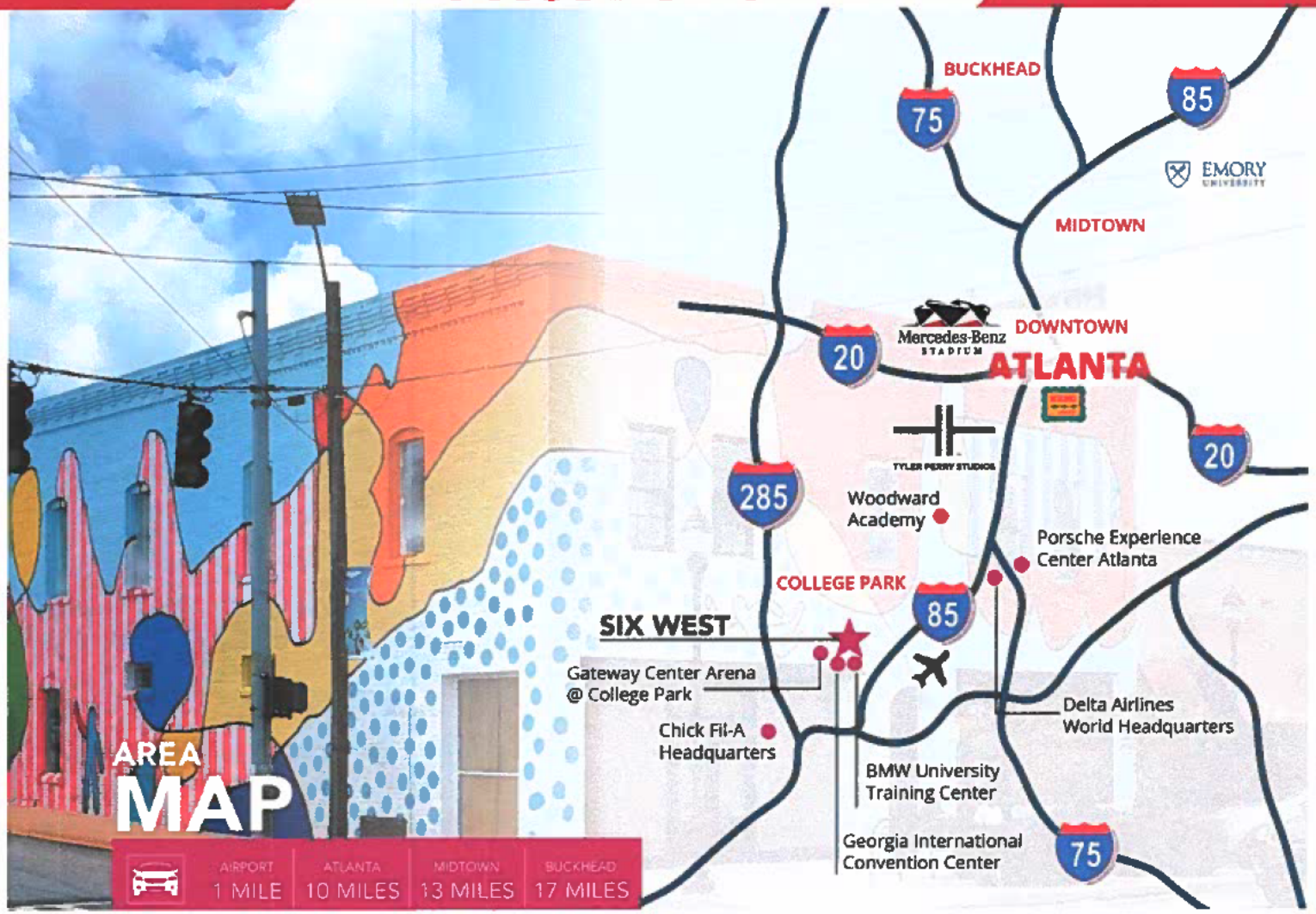
PROJECT SITE

SIX WEST DEVELOPMENT

EXISTING SITE

SIX WEST CONCEPT PLAN

PROJECT SITE



PROJECT SITE

EXISTING SITE

SIX WEST CONCEPT PLAN

Legend

- Headquarter Office District
- Golf Entertainment District
- Camp Creek District
- Luxury Retail District
- Downtown Infill Commercial Incremental District

EXHIBIT III

2015 vs 2020

College Park TAD

Assessment Spreadsheet

ALTERNATE KEY	PARCEL ID	TOTAL APPRAISED	TOTAL TAXABLE	2015 OWNERSHIP	2020 FMV	2020 TAXABLE ASSESSED	2020 OWNERSHIP	OWNERSHIP CHANGES
2510960	13 -0003- LL-044-9	1,296,000	-	CITY OF COLLEGE PARK	1,296,000	-	CITY OF COLLEGE PARK	TRUE
0754722	13 -0003- LL-049-8	90,000	36,000	HUNTER KINDER SCHOOLS INC	221,100	88,440	HUNTER KINDER SCHOOLS INC	TRUE
2510978	13 -0003- LL-054-8	3,954,300	-	TMSA INCORPORATED	9,599,300	-	TMSA INCORPORATED	TRUE
0754749	13 -0003- LL-055-5	90,000	36,000	HUNTER KINDER SCHOOLS INC	90,000	36,000	HUNTER KINDER SCHOOLS INC	TRUE
0754757	13 -0003- LL-056-3	386,100	154,440	DKL CPRL ET AL	2,000,000	800,000	COLLEGE PARK CROSSROADS LLC	FALSE
2510986	13 -0003- LL-059-7	12,700	-	CITY OF COLLEGE PARK	12,700	-	CITY OF COLLEGE PARK	TRUE
0755630	13 -0004- LL-032-3	86,700	34,680	CORE SHEIAN	178,800	71,520	CORE SHEIAN	TRUE
0755656	13 -0004- LL-041-4	59,300	23,720	AHMADI AMIR	98,700	39,480	BEARDSLEE RICHARD & LINDA M	FALSE
0755672	13 -0004- LL-047-1	101,000	40,400	DKL CPRL ET AL	118,800	47,520	DKL CPRL ET AL	TRUE
0755681	13 -0004- LL-048-9	54,000	21,600	DKL CPRL ET AL	54,000	21,600	DKL CPRL ET AL	TRUE
2511028	13 -0004- LL-058-8	44,600	-	CITY OF COLLEGE PARK	44,300	-	CITY OF COLLEGE PARK	TRUE
0755745	13 -0004- LL-059-6	424,800	169,920	DKL CPRL ET AL	366,200	146,480	DKL CPRL ET AL	TRUE
0755753	13 -0004- LL-060-4	89,500	35,800	THOMAS NONA K	197,900	79,160	THOMAS NONA K	TRUE
0755761	13 -0004- LL-061-2	25,000	10,000	THOMAS EARL R	12,000	4,800	THOMAS EARL R	TRUE
0755770	13 -0004- LL-062-0	74,300	-	CITY OF ATLANTA	160,300	-	CITY OF ATLANTA	TRUE
0755788	13 -0004- LL-063-8	19,200	7,680	STREATER BESSIE E	19,000	7,600	STREATER BESSIE E	TRUE
0760528	[illegible]	238,500	95,400	BROWN GRACE MC GAHEE	253,300	101,320	3907 MAIN STREET COLLEGE PARK	FALSE
2511214	[illegible]	141,700	-	MARTA	141,700	-	MARTA	TRUE
0760552	[illegible]	436,700	174,680	BROWN GRACE MC GAHEE	435,000	174,000	3907 MAIN STREET COLLEGE PARK	FALSE
0774600	13 -0036- LL-003-6	350,500	140,200	RREF II DEU GA ODO LLC	350,400	-	EAST POINT AMERICAN LEGION POS	FALSE
0774618	13 -0036- LL-005-1	66,200	26,480	JONES ROBERT F	99,700	39,880	JONES ROBERT F	TRUE
0774626	13 -0036- LL-009-3	156,600	62,640	OLALUDE VICTOR &	156,600	62,640	OLALUDE VICTOR &	TRUE
0774634	13 -0036- LL-012-7	1,080,000	432,000	EHDOC COLLEGE PARK APARTMENTS	1,086,800	434,720	EHDOC COLLEGE PARK APARTMENTS	TRUE
0774677	13 -0036- LL-075-4	54,800	21,920	JONES ROBERT F JR	24,300	9,720	JONES ROBERT F JR	TRUE
0774693	13 -0036- LL-091-1	59,300	23,720	MILES LINDA DERRICK	103,800	41,520	MILES LINDA DERRICK	TRUE
0774804	13 -0036- LL-117-4	273,200	109,280	EAST POINT AMERICAN LEGION	60,000	-	EAST POINT AMERICAN LEGION	TRUE
0774871	13 -0036- LL-126-5	199,940	-	RESTORATION CHRISTIAN FELLOWSH	600,700	-	RESTORATION CHRISTIAN FELLOWSH	TRUE
0774880	13 -0036- LL-127-3	3,100,000	1,240,000	AIRPORT EXECUTIVE PARK II	3,700,000	1,480,000	AIRPORT EXECUTIVE PARK II LLLC	FALSE
7120688	13 -0036- LL-147-1	-	-	N/A	73,900.0	29,560	COLLEGE PARK WARD 4 NEIGHBORHO	FALSE
0775151	[illegible]	524,000	209,600	RODGERS BETTY JO	517,900	207,160	RODGERS BETTY JO	TRUE
1416272	[illegible]	26,000	10,400	MOORE THELMA WYATT CUMMINGS	129,600	51,840	MOORE THELMA WYATT CUMMINGS	TRUE
1416281	[illegible]	219,500	87,800	MOORE LAW LLC	219,500	87,800	MOORE LAW LLC	TRUE
1416485	[illegible]	483,600	193,440	WILSON BOBBY L & MARGARETT	2,685,800	1,074,320	WILSON BOBBY L & MARGARETT	TRUE
1416531	[illegible]	441,400	176,560	O J S ENTERPRISES INC	441,400	176,560	O J S ENTERPRISES INC	TRUE
1416540	[illegible]	66,200	26,480	TUCKAR JASWANT S & NEENA RANI	66,200	26,480	TUCKAR JASWANT S & NEENA RANI	TRUE
1416558	[illegible]	394,800	157,920	TUCKAR JASWANT S & NEENA RANI	391,400	156,560	TUCKAR JASWANT S & NEENA RANI	TRUE
1416663	[illegible]	130,000	52,000	BUSH & MILLER	292,400	116,960	BUSH & MILLER	TRUE
1416671	[illegible]	149,900	59,960	LEE GENE D	186,900	74,760	LEE GENE D	TRUE
1416680	[illegible]	247,500	99,000	GENES PLUMBING SERVICE INC	247,500	99,000	GENES PLUMBING SERVICE INC	TRUE
1416698	[illegible]	234,900	93,960	GENES PLUMBING SERVICE INC	352,100	140,840	GENES PLUMBING SERVICE INC	TRUE
1416701	[illegible]	164,600	65,840	LEA LOWELL	95,000	38,000	LEA LOWELL	TRUE
1416710	[illegible]	139,400	55,760	NORTON W E SR	270,300	108,120	NORTON W E SR	TRUE
1417538	[illegible]	118,100	47,240	NEWHOUSE BENJAMIN & JANETTE	143,300	57,320	NEWHOUSE BENJAMIN & JANETTE	TRUE
1417571	[illegible]	245,900	98,360	THOMAS KENNEDY SAMPSON & TOMPK	245,900	98,360	SAMPSON THOMAS G	FALSE
1417635	[illegible]	300,000	120,000	CHANG JULIE YU LIN	400,000	160,000	CHANG JULIE YU LIN	TRUE
1417643	[illegible]	513,100	205,240	R K ENTERPRISES INC	239,900	95,960	DALIA THOMAS	FALSE
1417651	[illegible]	203,900	81,560	R K ENTERPRISES INC	203,900	81,560	DALIA THOMAS	FALSE
1417678	[illegible]	640,800	256,320	THOMAS KENNEDY SAMPSON &	753,600	301,440	SAMPSON THOMAS G	FALSE
1417686	[illegible]	151,800	60,720	HARPER W T	164,500	65,800	MITCHELL VICKI LEA & GREGORY	FALSE
1417694	[illegible]	317,600	127,040	LEE GENE D	645,700	258,280	LEE GENE D	TRUE
1417732	[illegible]	435,400	174,160	LEE GENE D	478,800	191,520	LEE GENE D	TRUE
1417741	[illegible]	77,100	-	WOODWARD ACADEMY INC	77,100	-	WOODWARD ACADEMY INC	TRUE
1417759	[illegible]	125,400	-	WOODWARD ACADEMY INC	269,900	-	WOODWARD ACADEMY INC	TRUE
1417821	[illegible]	32,900	-	WOODWARD ACADEMY INC	116,700	-	WOODWARD ACADEMY INC	TRUE
1417830	[illegible]	3,036,200	-	WOODWARD ACADEMY INC	3,031,300	-	WOODWARD ACADEMY INC	TRUE
1417848	[illegible]	293,300	-	WOODWARD ACADEMY INC	293,300	-	WOODWARD ACADEMY INC	TRUE
1418640	[illegible]	447,900	179,160	KESAV INC	515,900	206,360	KESAV INC	TRUE
1418658	[illegible]	133,600	53,440	BUSTER HOLDINGS LLC	165,500	66,200	BUSTER HOLDINGS LLC	TRUE
1418666	[illegible]	165,300	66,120	KAFENIO LLC	190,300	76,120	GIANOULIDIS JOHN JOHN	FALSE
1418674	[illegible]	172,500	69,000	KING ROBERT J &	305,300	122,120	SINCLAIR HUGH	FALSE
1418691	[illegible]	235,700	94,280	ONE SEVEN ONE SEVEN RUGBY AVEN	306,600	122,640	ONE SEVEN ONE SEVEN RUGBY AVEN	TRUE
1418810	[illegible]	193,900	77,560	VAZQUEZ CARLOS M III &	228,100	91,240	CARTER SEAN	FALSE
1418828	[illegible]	230,400	92,160	CAIN M LYNN &	249,900	99,960	CAIN M LYNN	FALSE
1418836	[illegible]	60,900	24,360	BUSTER HOLDINGS LLC	60,900	24,360	BUSTER HOLDINGS LLC	TRUE
1418844	[illegible]	171,400	68,560	COLLEGE PARK WOMANS CLUB INC	179,400	71,760	COLLEGE PARK WOMANS CLUB INC	TRUE
1418852	[illegible]	227,500	91,000	EDWARDS JOHN R III & ASHLEY P	269,600	107,840	J WALKER & ASSOCIATES LLC	FALSE
1418861	[illegible]	274,200	109,680	REHAB MANAGEMENT LLC	274,200	109,680	REHAB MANAGEMENT LLC	TRUE
1418879	[illegible]	304,200	121,680	ELK CONSULTING MANAGEMENT LLC	288,500	115,400	ELK CONSULTING MANAGEMENT LLC	TRUE
1418933	[illegible]	62,700	25,080	RUSCH GREGORY	93,500	37,400	VB CONSULTING INC	FALSE
1418941	[illegible]	62,700	25,080	RUSCH GREGORY	109,900	43,960	VB CONSULTING INC	FALSE
1418950	[illegible]	220,600	88,240	BRAKEPAD HOLDINGS LLC	229,000	91,600	BRAKEPAD HOLDINGS LLC	TRUE

7004232	[illegible]	149,700	59,880	EDWARDS GARRICK L	172,400	68,960	VB CONSULTING &	FALSE
7004233	[illegible]	186,800	74,720	STANSELL SIDNEY I	203,900	81,560	VB CONSULTING INC	FALSE
1418992	[illegible]	415,000	166,000	RUGBY SUMMIT, LLC	723,600	289,440	WOODWARD ACADEMY INC	FALSE
1419000	[illegible]	30,100	12,040	DODSON BLAKE EDWARD	106,800	42,720	WOODWARD ACADEMY INC	FALSE
1419018	[illegible]	126,200	50,480	HARRIS KEITH B	270,300	108,120	HARRIS KEITH B	TRUE
1419026	[illegible]	104,400	41,760	WINFREY JUDITH	232,300	92,920	WINFREY JUDITH	TRUE
1419034	[illegible]	110,000	44,000	GARCIA FERNANDO F	308,100	123,240	GARCIA FERNANDO F	TRUE
1419204	[illegible]	106,000	42,400	TOLES LATONYA	234,400	93,760	TOLES LATONYA	TRUE
1419212	[illegible]	137,100	54,840	SCHRADER RICHARD L & KATHRYN M	273,200	109,280	BRIDGES NEILL & SHIRLEY	FALSE
1419221	[illegible]	150,000	60,000	HOMEVIEW CAPITAL LLC	230,800	92,320	HOMEVIEW CAPITAL LLC	TRUE
5929825	[illegible]	69,100	27,640	MENDELUS JEAN JOSEPH &	74,900	29,960	MENDELUS JEAN JOSEPH &	TRUE
5929833	[illegible]	78,000	31,200	GOLDBERG CYDNEY L TR	84,600	33,840	HINTON BRAD	FALSE
5929841	[illegible]	56,710	22,680	SMITH JOSEPH &	74,900	29,960	SMITH JOSEPH &	TRUE
5929850	[illegible]	78,000	31,200	HERNANDEZ JANA M & PEDRO	84,600	33,840	HERNANDEZ JANA M & PEDRO	TRUE
5929868	[illegible]	78,000	31,200	GRIFFIN REBECCA F	84,600	33,840	GRIFFIN REBECCA F	TRUE
5929876	[illegible]	78,000	31,200	HARKIN MARY	84,600	33,840	HARKIN MARY	TRUE
5929884	[illegible]	78,000	31,200	BYNER KIMBERLEY	84,600	33,840	BYNER KIMBERLEY	TRUE
5929892	[illegible]	78,000	31,200	WILSON LYDIA P	84,600	33,840	WILSON LYDIA P	TRUE
1419603	[illegible]	432,900	173,160	STORE MASTER FUNDING I	360,900	144,360	STORE MASTER FUNDING I	TRUE
1419611	[illegible]	45,000	-	MARTA	48,800	-	MARTA	TRUE
1419620	[illegible]	45,900	-	MARTA	49,700	-	MARTA	TRUE
1419638	[illegible]	32,400	-	MARTA	35,200	-	MARTA	TRUE
1419646	[illegible]	40,200	-	MARTA	43,500	-	MARTA	TRUE
1419654	[illegible]	32,700	-	MARTA	35,400	-	MARTA	TRUE
2522933	[illegible]	490,300	-	SAINT JOHNS EPISCOPAL CHURCH	592,800	-	SAINT JOHNS EPISCOPAL CHURCH	TRUE
2522941	[illegible]	36,900	-	SAINT JOHNS EPISCOPAL CHURCH	130,800	-	SAINT JOHNS EPISCOPAL CHURCH	TRUE
2522950	[illegible]	41,800	-	SAINT JOHNS EPISCOPAL CHURCH	148,200	-	SAINT JOHNS EPISCOPAL CHURCH	TRUE
2522968	[illegible]	34,600	-	SAINT JOHNS EPISCOPAL CHURCH	122,800	-	SAINT JOHNS EPISCOPAL CHURCH	TRUE
1419841	[illegible]	33,300	-	MARTA	118,000	-	MARTA	TRUE
1419859	[illegible]	33,500	-	MARTA	118,700	-	MARTA	TRUE
1419875	[illegible]	256,800	-	MARTA	353,100	-	MARTA	TRUE
1419883	[illegible]	306,700	122,680	J & J VENTURES	306,700	122,680	J & J VENTURES	TRUE
7033218	[illegible]	93,700	37,480	SIMMONS JOY S	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033219	[illegible]	93,700	37,480	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033220	[illegible]	42,700	17,080	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033221	[illegible]	42,700	17,080	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033222	[illegible]	42,700	17,080	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033223	[illegible]	42,700	17,080	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033224	[illegible]	93,700	37,480	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033225	[illegible]	45,000	18,000	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033226	[illegible]	93,700	37,480	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
7033227	[illegible]	45,000	18,000	DJ MORTGAGE LLC	195,700	78,280	1744 CAMBRIDGE LLC	FALSE
1420199	[illegible]	33,100	13,240	MERCER VILLAGE LLC	117,200	46,880	MERCER VILLAGE LLC	TRUE
1420202	[illegible]	34,200	13,680	MERCER VILLAGE LLC	121,300	48,520	MERCER VILLAGE LLC	TRUE
1420211	[illegible]	270,000	108,000	VIRGINIA AVENUE LLC	269,600	107,840	WOODWARD ACADEMY INC	FALSE
1420296	[illegible]	532,700	213,080	AMBERS FOOD & GAS INC	649,700	259,880	AMBERS FOOD & GAS INC	TRUE
1420512	[illegible]	212,800	85,120	BEZEK ANDREW J JR & JOAN L	409,100	163,640	PRYOR JONDRE	FALSE
1420521	[illegible]	120,000	48,000	DONALDSON CHAD E & TINA R	291,100	116,440	IRWIN ELIZABETH MICHELE	FALSE
1420539	[illegible]	130,100	52,040	NASSOS GEORGIA C	275,000	110,000	ALOIA ANNA MARIE	FALSE
1420547	[illegible]	333,100	133,240	YAMIN ABOLHASSAN & LOURDES	604,100	241,640	HEDGEBETH REGINALD D	FALSE
1420555	[illegible]	93,200	37,280	BARTLES WILLIAM	215,000	86,000	BARTLES WILLIAM	TRUE
1420563	[illegible]	165,400	66,160	GARNER RICHARD O &	327,700	131,080	JAMES JASON THOMAS	FALSE
1420571	[illegible]	120,300	48,120	SIDENER PAUL	259,000	103,600	SIDENER PAUL	TRUE
1420580	[illegible]	88,200	35,280	FAVORS RALPH	206,900	82,760	FAVORS RALPH	TRUE
1420598	[illegible]	125,400	50,160	BARNES GRANT MARIA	300,600	120,240	SINGLETARY DONALD JAMAL	FALSE
1420601	[illegible]	92,800	37,120	MERCER MATTHEW C & SUSAN B	240,800	96,320	MERCER MATTHEW C & SUSAN B	TRUE
1420610	[illegible]	153,600	61,440	TELLO KAREN & SELSO	318,700	127,480	VALENTINE ANDREW &	FALSE
1420628	[illegible]	126,000	50,400	UNDERWOOD LUKE G &	310,600	124,240	UNDERWOOD LUKE G &	TRUE
1420636	[illegible]	36,300	14,520	SHAH ARUN	128,600	51,440	SHAH ARUN	TRUE
1420644	[illegible]	84,910	33,960	NGUYEN THANH DUC DINH	84,910	33,960	NGUYEN THANH DUC DINH	TRUE
1420687	[illegible]	163,500	65,400	AVONDALE VIRGINIA ADAMS LLC	163,500	65,400	1597 VIRGINIA AVE HOLDINGS LLC	FALSE
1420695	[illegible]	133,688	53,480	AVONDALE VIRGINIA ADAMS LLC	133,690	53,480	1597 VIRGINIA AVE HOLDINGS LLC	FALSE
1420709	[illegible]	133,688	53,480	AVONDALE VIRGINIA ADAMS LLC	133,690	53,480	1597 VIRGINIA AVE HOLDINGS LLC	FALSE
1420717	[illegible]	133,688	53,480	AVONDALE VIRGINIA ADAMS LLC	133,690	53,480	1597 VIRGINIA AVE HOLDINGS LLC	FALSE
1420725	[illegible]	133,688	53,480	AVONDALE VIRGINIA ADAMS LLC	133,690	53,480	1597 VIRGINIA AVE HOLDINGS LLC	FALSE
1420741	[illegible]	129,100	51,640	MYRTLE PROPERTIES LLC	270,800	108,320	MYRTLE PROPERTIES LLC	TRUE
1420768	[illegible]	392,000	156,800	AZAR JOHN M ET AL	392,000	156,800	AZAR JOHN M ET AL	TRUE
1420776	[illegible]	190,400	76,160	SHAH ARUN	238,100	95,240	SHAH ARUN	TRUE
5819761	[illegible]	122,200	48,880	HARGROVE JMELLE	256,300	102,520	HARGROVE JMELLE	TRUE
7010316	[illegible]	1,000,000	400,000	HAND BYRON W	1,060,700	424,280	HAND BYRON W	TRUE
1420865	[illegible]	369,000	147,600	RIVERS JOHN T	369,000	147,600	RIVERS JOHN T	TRUE
1420873	[illegible]	32,600	13,040	RIVERS JOHN T	115,600	46,240	RIVERS JOHN T	TRUE

1420881	[redacted]	32,600	13,040	RIVERS JOHN T	115,600	46,240	RIVERS JOHN T	TRUE
1420890	[redacted]	33,700	13,480	RIVERS JOHN T	119,600	47,840	RIVERS JOHN T	TRUE
1420920	[redacted]	144,600	57,840	RIVERS JOHN T	165,300	66,120	RIVERS JOHN T	TRUE
1421039	[redacted]	299,000	119,600	PARK ARTHUR N	359,000	143,600	PARK ARTHUR N	TRUE
1421047	[redacted]	271,200	108,480	LEE GENE D	523,700	209,480	LEE GENE D	TRUE
1421055	[redacted]	266,000	106,400	LEE GENE D	284,900	113,960	LEE GENE D	TRUE
1421217	[redacted]	2,726,800	-	PROVIDENCE BAPT CH SOUTH	2,726,200	-	PROVIDENCE BAPT CH SOUTH	TRUE
1421225	[redacted]	119,000	47,600	JONES TOMMY HART &	216,000	86,400	GODBOIS ZACHARY ET AL	FALSE
1421314	[redacted]	261,530	104,610	VIRGINIA PLACE APARTMENTS LLC	364,900	145,960	VIRGINIA PLACE APARTMENTS LLC	TRUE
5570533	[redacted]	204,500	81,800	ALLEYNE ERIC	212,600	85,040	ALLEYNE ERIC	TRUE
1421781	14 -0160- LL-003-2	62,200	-	MARTA	40,100	-	MARTA	TRUE
2523042	14 -0160- LL-004-0	99,400	-	CITY OF ATLANTA	64,000	-	CITY OF ATLANTA	TRUE
1421985	[redacted]	78,800	-	COLLEGE PARK BUSINESS & INDUST	82,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1421993	[redacted]	88,200	-	COLLEGE PARK BUSINESS & INDUST	97,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422001	[redacted]	89,800	-	COLLEGE PARK BUSINESS & INDUST	111,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422019	[redacted]	71,000	-	COLLEGE PARK BUSINESS & INDUST	55,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422027	[redacted]	178,300	-	COLLEGE PARK BUSINESS & INDUST	40,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422035	[redacted]	113,400	45,360	WILLINGHAM DAVID	158,900	63,560	WILLINGHAM DAVID	TRUE
1422043	[redacted]	139,400	55,760	WATSON CYNTHIA M & DELORES	186,400	74,560	WATSON DOLORES ET AL	FALSE
1422051	[redacted]	203,000	81,200	GAZAWAY S PAUL	203,000	81,200	GAZAWAY S PAUL	TRUE
1422060	[redacted]	93,400	-	COLLEGE PARK BUSINESS & INDUST	112,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422078	[redacted]	86,700	34,680	GAZAWAY RALPH L SR & RALPH L J	100,300	40,120	GAZAWAY RALPH L SR & RALPH L J	TRUE
1422086	[redacted]	85,900	-	COLLEGE PARK BUSINESS & INDUST	98,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422094	[redacted]	155,900	-	COLLEGE PARK BUSINESS & INDUST	155,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422108	[redacted]	96,700	-	COLLEGE PARK BUSINESS & INDUST	77,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422116	[redacted]	117,600	-	COLLEGE PARK BUSINESS & INDUST	145,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422124	[redacted]	136,300	-	COLLEGE PARK BUSINESS & INDUST	38,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422141	[redacted]	75,900	-	COLLEGE PARK BUSINESS & INDUST	77,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422167	[redacted]	165,000	66,000	HARRISON T LAMAR	200,000	80,000	HARRISON T LAMAR	TRUE
1422175	[redacted]	261,800	104,720	CHEEKS BRENDA S	300,000	120,000	GOWDA BASANTH	FALSE
1422183	[redacted]	51,500	-	CITY OF COLLEGE PARK BUSINESS	33,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1422213	[redacted]	82,400	-	COLLEGE PARK BUSINESS & INDUST	84,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422221	[redacted]	98,600	-	COLLEGE PARK BUSINESS & INDUST	77,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422574	[redacted]	89,700	-	COLLEGE PARK BUSINESS & INDUST	99,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422582	[redacted]	85,300	-	COLLEGE PARK BUSINESS & INDUST	90,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422591	[redacted]	87,400	34,960	SCULLION GWENDOLENE C	96,900	38,760	SCULLION GWENDOLENE C	TRUE
1422604	[redacted]	98,500	-	COLLEGE PARK BUSINESS & INDUST	116,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422612	[redacted]	110,000	-	COLLEGE PARK BUSINESS & INDUST	125,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422621	[redacted]	118,600	-	COLLEGE PARK BUSINESS & INDUST	144,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422639	[redacted]	142,200	-	COLLEGE PARK BUSINESS & INDUST	179,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422647	[redacted]	92,100	-	COLLEGE PARK BUSINESS & INDUST	74,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422655	[redacted]	104,400	-	CITY OF ATLANTA	121,000	-	CITY OF ATLANTA	TRUE
1422701	[redacted]	109,000	-	COLLEGE PARK BUSINESS & INDUST	129,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422710	[redacted]	48,000	-	COLLEGE PARK BUSINESS & INDUST	30,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422728	[redacted]	57,800	-	COLLEGE PARK BUSINESS & INDUST	37,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422736	[redacted]	80,300	-	COLLEGE PARK BUSINESS & INDUST	88,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422809	[redacted]	81,600	-	CITY OF COLLEGE PARK BUSINESS	86,100	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1422817	[redacted]	85,000	-	COLLEGE PARK BUSINESS & INDUST	92,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422825	[redacted]	52,200	-	COLLEGE PARK BUSINESS & INDUST	33,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422833	[redacted]	84,600	-	COLLEGE PARK BUSINESS & INDUST	93,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422931	[redacted]	92,500	-	COLLEGE PARK BUSINESS & INDUST	105,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422949	[redacted]	87,900	-	COLLEGE PARK BUSINESS & INDUST	96,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422957	[redacted]	86,700	-	COLLEGE PARK BUSINESS & INDUST	94,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422965	[redacted]	85,500	-	COLLEGE PARK BUSINESS & INDUST	91,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422973	[redacted]	85,900	-	COLLEGE PARK BUSINESS & INDUST	93,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1422981	[redacted]	126,600	50,640	LEE GENE D	196,000	78,400	LEE GENE D	TRUE
1423007	[redacted]	52,200	-	COLLEGE PARK BUSINESS & INDUST	33,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1423015	[redacted]	83,800	-	COLLEGE PARK BUSINESS & INDUST	90,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1423040	[redacted]	3,000	1,200	HOWELL FAYE	2,000	800	HOWELL FAYE	TRUE
1423058	[redacted]	84,300	-	COLLEGE PARK BUSINESS & INDUST	91,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1423082	[redacted]	132,300	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
1423091	[redacted]	62,200	24,880	GROGAN FOUNDATION INC THE	-	-	#N/A	#N/A
1423104	[redacted]	87,100	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
2554436	[redacted]	110,600	-	CITY OF COLLEGE PARK BUSINESS	-	-	#N/A	#N/A
1423112	[redacted]	95,900	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
1423121	[redacted]	62,200	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
1423139	[redacted]	58,500	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
1423147	[redacted]	76,600	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
1423155	[redacted]	57,600	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
1423163	[redacted]	254,000	101,600	SKOUTERIS NIKOLAOS A &	-	-	#N/A	#N/A
1423171	[redacted]	48,500	-	COLLEGE PARK BUSINESS & INDUST	-	-	#N/A	#N/A
1423333	[redacted]	48,500	-	MARTA	31,200	-	MARTA	TRUE

1423341	[redacted]	57,300	-	MARTA	36,900	-	MARTA	TRUE
1423350	[redacted]	62,200	-	MARTA	40,100	-	MARTA	TRUE
1423511	[redacted]	62,200	-	MARTA	40,100	-	MARTA	TRUE
1423520	[redacted]	96,700	-	MARTA	74,600	-	MARTA	TRUE
7039497	[redacted]	7,674,600	3,069,840	CDOR ATL INDY LLC	11,131,000	4,452,400	CDOR ATL INDY LLC	TRUE
1424801	14 -0161- LL-027-0	63,200	25,280	BEAVERS JAMES W	63,200	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1424810	14 -0161- LL-028-8	143,300	57,320	BEAVERS JAMES W	143,300	-	CITY OF COLLEGE PARK BUSINESS	FALSE
2523158	14 -0161- LL-031-2	1,555,300	-	HOUSING AUTH CITY COLLEGE PARK	1,555,300	-	HOUSING AUTH CITY COLLEGE PARK	TRUE
1424828	14 -0161- LL-032-0	2,600	-	COLLEGE PARK BUSINESS & INDUST	2,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
6012041	14 -0161- LL-033-8	1,135,600	-	CITY OF COLLEGE PARK	1,135,600	-	CITY OF COLLEGE PARK	TRUE
1424836	[redacted]	171,400	68,560	WYATT TRACEY	311,600	124,640	WYATT TRACEY	TRUE
1424844	[redacted]	317,100	126,840	SKYLINE APARTMENTS LLC	457,800	183,120	SKYLINE APARTMENTS LLC	TRUE
1424852	[redacted]	171,400	68,560	WYATT TRACEY	269,000	107,600	WYATT TRACEY	TRUE
1424861	[redacted]	78,400	-	COLLEGE PARK BUSINESS & INDUST	32,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1424879	[redacted]	90,400	-	COLLEGE PARK BUSINESS & INDUST	126,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1424887	[redacted]	97,500	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1424895	[redacted]	99,500	-	COLLEGE PARK BUSINESS & INDUST	122,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1424909	[redacted]	86,100	-	COLLEGE PARK BUSINESS & INDUST	118,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1424917	[redacted]	106,900	-	MARTA	169,500	67,800	WILBERFORCE SCHOOL INC THE	FALSE
1424925	[redacted]	52,500	21,000	CENTAUR CORP THE	33,800	13,520	WILBERFORCE SCHOOL INC THE	FALSE
1424933	[redacted]	230,000	92,000	JARRETT DAVID M	268,100	107,240	JARRETT DAVID M	TRUE
1424941	[redacted]	139,000	55,600	CLEVELAND FLORA M	200,000	80,000	CLEVELAND FLORA M	TRUE
1424950	[redacted]	11,200	-	CITY OF COLLEGE PARK BUSINESS	12,100	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1424968	[redacted]	10,100	-	CITY OF COLLEGE PARK BUSINESS	10,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1424976	[redacted]	43,200	17,280	POWELL LAMAR AND MARY	49,300	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1424984	[redacted]	13,600	-	COLLEGE PARK BUSINESS & INDUST	14,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1424992	[redacted]	3,000	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425000	[redacted]	8,100	-	COLLEGE PARK BUSINESS & INDUST	8,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425018	[redacted]	4,100	-	COLLEGE PARK BUSINESS & INDUST	4,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425026	[redacted]	2,500	1,000	COLLEGE PARK LOTS LLC	2,700	1,080	TWO SEAM HOLDINGS LLC	FALSE
1425034	[redacted]	129,200	-	CITY OF COLLEGE PARK BUSINESS	128,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425042	[redacted]	123,900	-	CITY OF COLLEGE PARK BUSINESS	123,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425051	[redacted]	342,200	-	CITY OF COLLEGE PARK BUSINESS	341,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425069	[redacted]	8,200	-	COLLEGE PARK BUSINESS & INDUST	9,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425077	[redacted]	1,900	760	STEVENS DIXIE EXTRX	2,100	840	STEVENS DIXIE EXTRX	TRUE
1425085	[redacted]	96,400	-	CITY OF COLLEGE PARK BUSINESS	96,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
2523166	[redacted]	79,900	-	CITY OF COLLEGE PARK BUSINESS	80,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
2523174	[redacted]	3,000	-	CITY OF COLLEGE PARK BUSINESS	3,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425093	[redacted]	3,000	-	SHILOH BAPTIST CHURCH	6,400	-	COLLEGE PARK BUSINESS & DEVELO	FALSE
1425107	[redacted]	3,000	1,200	DIXON JESSIE MAE	3,200	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1425115	[redacted]	109,400	43,760	PHILLIP COPE TRUSTEE OF WEST H	109,400	43,760	PHILLIP COPE TRUSTEE OF WEST H	TRUE
1425123	[redacted]	3,000	1,200	COLLEGE PARK LOTS LLC	3,200	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1425131	[redacted]	12,000	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425140	[redacted]	9,400	-	COLLEGE PARK BUSINESS & INDUST	10,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425158	[redacted]	9,300	-	COLLEGE PARK BUSINESS & INDUST	10,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425166	[redacted]	3,000	-	CITY OF COLLEGE PARK BUSINESS	3,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425174	[redacted]	9,200	-	COLLEGE PARK BUSINESS & INDUST	10,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425182	[redacted]	62,800	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425191	[redacted]	2,700	1,080	THOMAS JOHN W	3,000	1,200	THOMAS JOHN W	TRUE
1425204	[redacted]	8,500	-	COLLEGE PARK BUSINESS & INDUST	9,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425212	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425221	[redacted]	7,300	-	COLLEGE PARK BUSINESS & INDUST	7,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425239	[redacted]	8,700	-	COLLEGE PARK BUSINESS & INDUST	9,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425247	[redacted]	8,700	-	COLLEGE PARK BUSINESS & INDUST	9,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425255	[redacted]	7,600	-	COLLEGE PARK BUSINESS & INDUST	8,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
2523182	[redacted]	78,400	-	CITY OF COLLEGE PARK BUSINESS	78,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425263	[redacted]	7,500	-	COLLEGE PARK BUSINESS & INDUST	8,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425271	[redacted]	65,400	-	CITY OF COLLEGE PARK BUSINESS	65,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425280	[redacted]	246,000	98,400	POWELL LAMAR & MARY	150,800	60,000	GIBSON ADRIAN &	FALSE
1425298	[redacted]	1,823,500	-	CITY OF COLLEGE PARK BUSINESS	1,823,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425301	[redacted]	3,200	1,280	SHILOH BAPTIST CHURCH	3,400	1,360	SHILOH BAPTIST CHURCH	TRUE
1425310	[redacted]	11,900	-	COLLEGE PARK BUSINESS & INDUST	3,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425328	[redacted]	2,150,700	-	COLLEGE PARK HOUSING AUTHORITY	2,150,200	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425336	[redacted]	159,000	-	COLLEGE PARK HOUSING AUTHORITY	159,000	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425344	[redacted]	108,400	-	COLLEGE PARK HOUSING AUTHORITY	108,400	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425352	[redacted]	155,000	-	COLLEGE PARK HOUSING AUTHORITY	155,000	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425361	[redacted]	112,500	-	COLLEGE PARK HOUSING AUTHORITY	112,500	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425379	[redacted]	22,800	-	COLLEGE PARK HOUSING AUTHORITY	22,800	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425387	[redacted]	110,400	-	COLLEGE PARK HOUSING AUTHORITY	110,400	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425395	[redacted]	175,700	-	COLLEGE PARK HOUSING AUTHORITY	175,700	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425409	[redacted]	169,600	-	COLLEGE PARK HOUSING AUTHORITY	169,600	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425417	[redacted]	172,200	-	COLLEGE PARK HOUSING AUTHORITY	172,100	-	COLLEGE PARK HOUSING AUTHORITY	TRUE

1425425	[redacted]	211,600	-	CITY OF COLLEGE PARK BUSINESS	247,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1425433	[redacted]	136,800	-	CITY OF ATLANTA	136,800	-	CITY OF ATLANTA	TRUE
1425441	[redacted]	9,400	-	CITY OF COLLEGE PARK	10,200	-	CITY OF COLLEGE PARK	TRUE
1425450	[redacted]	2,100	-	COLLEGE PARK BUSINESS & INDUST	2,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425468	[redacted]	2,900	-	COLLEGE PARK BUSINESS & INDUST	3,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425476	[redacted]	2,200	-	COLLEGE PARK BUSINESS & INDUST	2,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425484	[redacted]	2,800	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425492	[redacted]	2,500	-	COLLEGE PARK BUSINESS & INDUST	2,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425506	[redacted]	9,800	-	COLLEGE PARK BUSINESS & INDUST	10,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425514	[redacted]	9,000	-	COLLEGE PARK BUSINESS & INDUST	9,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425522	[redacted]	170,500	-	COLLEGE PARK BUSINESS & INDUST	170,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425531	[redacted]	169,500	-	COLLEGE PARK BUSINESS & INDUST	169,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425549	[redacted]	172,900	-	COLLEGE PARK BUSINESS & INDUST	172,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425557	[redacted]	187,300	-	COLLEGE PARK BUSINESS & INDUST	187,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425565	[redacted]	172,400	-	COLLEGE PARK BUSINESS & INDUST	172,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425573	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425581	[redacted]	165,700	66,280	PRICE ROGERS E	250,500	-	CITY OF COLLEGE PARK BUISNESS	FALSE
1425590	[redacted]	7,500	3,000	SANCHEZ HECTOR &	8,200	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1425603	[redacted]	7,300	-	COLLEGE PARK BUSINESS & INDUST	7,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425611	[redacted]	3,000	1,200	TAFDA INC	3,200	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1425620	[redacted]	3,000	1,200	TAFDA INC	3,200	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1425638	[redacted]	3,000	1,200	VENTURE ONE LLC	3,200	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1425646	[redacted]	100,100	-	CITY OF ATLANTA	100,100	-	CITY OF ATLANTA	TRUE
1425654	[redacted]	99,100	-	CITY OF ATLANTA	99,100	-	CITY OF ATLANTA	TRUE
1425662	[redacted]	109,400	-	CITY OF ATLANTA	109,400	-	CITY OF ATLANTA	TRUE
1425671	[redacted]	9,600	-	COLLEGE PARK BUSINESS & INDUST	10,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425689	[redacted]	2,600	1,040	CHILDREN BREAD INC	2,800	1,120	CHILDREN BREAD INC	TRUE
1425697	[redacted]	107,700	-	COLLEGE PARK BUSINESS & INDUST	107,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425701	[redacted]	6,000	-	COLLEGE PARK BUSINESS & INDUST	6,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425719	[redacted]	5,800	-	COLLEGE PARK BUSINESS & INDUST	6,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425727	[redacted]	2,400	960	GREER NANNIE V & JONES ETHEL C	2,600	1,040	GREER NANNIE V & JONES ETHEL C	TRUE
1425735	[redacted]	8,600	-	COLLEGE PARK BUSINESS & INDUST	9,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425743	[redacted]	2,400	960	SMITH BARBARA ANN	2,600	1,040	SMITH BARBARA ANN	TRUE
1425751	[redacted]	2,400	960	WATTS DEVELOPMENT CO	2,600	1,040	WATTS DEVELOPMENT CO	TRUE
1425760	[redacted]	5,400	-	COLLEGE PARK BUSINESS & INDUST	5,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425778	[redacted]	6,200	-	COLLEGE PARK BUSINESS & INDUST	6,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425786	[redacted]	5,200	-	COLLEGE PARK BUSINESS & INDUST	5,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425794	[redacted]	2,800	1,120	THOMAS CARL W	3,000	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1425808	[redacted]	5,900	-	COLLEGE PARK BUSINESS & INDUST	6,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425816	[redacted]	6,300	-	COLLEGE PARK BUSINESS & INDUST	6,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425824	[redacted]	6,500	-	COLLEGE PARK BUSINESS & INDUST	7,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425832	[redacted]	6,200	-	COLLEGE PARK BUSINESS & INDUST	6,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425841	[redacted]	2,400	-	COLLEGE PARK BUSINESS & INDUST	2,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425859	[redacted]	5,700	-	COLLEGE PARK BUSINESS & INDUST	6,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425867	[redacted]	6,300	-	CITY OF ATLANTA	6,900	-	CITY OF ATLANTA	TRUE
1425875	[redacted]	6,300	-	COLLEGE PARK BUSINESS & INDUST	6,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425883	[redacted]	6,300	-	COLLEGE PARK BUSINESS & INDUST	6,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425891	[redacted]	2,600	-	CITY OF ATLANTA	2,800	-	CITY OF ATLANTA	TRUE
1425905	[redacted]	6,300	-	COLLEGE PARK BUSINESS & INDUST	6,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425913	[redacted]	8,700	-	CITY OF ATLANTA	9,400	-	CITY OF ATLANTA	TRUE
1425921	[redacted]	366,800	146,720	PAE SUNG SOON	246,900	98,760	779 LAWTON STREET LLC	FALSE
1425930	[redacted]	3,000	-	FRIENDSHIP BAPTIST CHURCH OF	3,300	-	FRIENDSHIP BAPTIST CHURCH OF	TRUE
1425948	[redacted]	2,400	-	FRIENDSHIP BAPTIST CHURCH OF	2,600	-	FRIENDSHIP BAPTIST CHURCH OF	TRUE
1425956	[redacted]	1,900	760	JONES ETHEL & GREER NANNIE	2,100	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1425964	[redacted]	13,100	-	COLLEGE PARK BUSINESS & INDUST	13,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
2523204	[redacted]	187,300	-	COLLEGE PARK BUSINESS & INDUST	187,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1425972	[redacted]	113,100	-	COLLEGE PARK HOUSING AUTHORITY	113,100	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425981	[redacted]	100,100	-	COLLEGE PARK HOUSING AUTHORITY	100,100	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
1425999	[redacted]	109,000	-	COLLEGE PARK BUSINESS & INDUST	109,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426006	[redacted]	61,400	-	CITY OF COLLEGE PARK BUSINESS	66,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1426014	[redacted]	3,400	-	COLLEGE PARK BUSINESS & INDUST	3,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426022	[redacted]	99,600	-	CITY OF ATLANTA	99,600	-	CITY OF ATLANTA	TRUE
2677228	[redacted]	137,500	-	COLLEGE PARK HOUSING AUTHORITY	137,500	-	COLLEGE PARK HOUSING AUTHORITY	TRUE
2677244	[redacted]	166,600	-	CITY OF COLLEGE PARK BUSINESS	166,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1426031	[redacted]	317,600	-	CITY OF COLLEGE PARK	316,900	-	CITY OF COLLEGE PARK	TRUE
1426049	[redacted]	271,200	-	CITY OF COLLEGE PARK	271,200	-	CITY OF COLLEGE PARK	TRUE
1426057	[redacted]	65,400	-	CITY OF COLLEGE PARK	65,400	-	CITY OF COLLEGE PARK	TRUE
1426065	[redacted]	129,100	-	CITY OF COLLEGE PARK	129,100	-	CITY OF COLLEGE PARK	TRUE
1426073	[redacted]	162,900	-	CITY OF COLLEGE PARK	162,900	-	CITY OF COLLEGE PARK	TRUE
1426081	[redacted]	179,200	-	CITY OF COLLEGE PARK	179,200	-	CITY OF COLLEGE PARK	TRUE
1426090	[redacted]	250,000	100,000	COLLEGE PARK REAL ESTATE LLC	592,600	237,040	COLLEGE PARK REAL ESTATE LLC	TRUE
1426103	[redacted]	288,800	115,520	DANIEL M RAIFORD TRUST THE	288,800	115,520	CLUB E PROPERTIES LLC	FALSE

1426111	[redacted]	268,300	107,320	SHOU & SHOU INC	268,300	107,320	KIM YUN INVESTMENT LLC	FALSE
1426120	[redacted]	43,600	-	CITY OF COLLEGE PARK	43,400	-	CITY OF COLLEGE PARK	TRUE
1426138	[redacted]	125,000	50,000	1705 VIRGINIA LLC	115,000	46,000	CB LEASING LLC	FALSE
1426146	[redacted]	550,900	220,360	PENDERGRAST BUILDING COLLEGE	550,900	220,360	PENDERGRAST BUILDING COLLEGE	TRUE
1426154	[redacted]	178,000	71,200	AGNES SLACK COLLEGE PARK LLC	178,000	71,200	AGNES SLACK COLLEGE PARK LLC	TRUE
1426162	[redacted]	214,500	85,800	1859 HARVARD LLC	349,000	139,600	1859 HARVARD LLC	TRUE
1426171	[redacted]	175,800	70,320	ROBERTS MICHAEL	190,600	76,240	1930 HARVARD LLC	FALSE
1426189	[redacted]	120,000	-	MUNICIPAL ELECTRIC AUTHORITY	120,000	-	MUNICIPAL ELECTRIC AUTHORITY	TRUE
1426197	[redacted]	3,000	-	MUNICIPAL ELECTRIC AUTH OF GA	3,000	-	MUNICIPAL ELECTRIC AUTH OF GA	TRUE
1426201	[redacted]	129,100	-	CITY OF COLLEGE PARK	129,100	-	CITY OF COLLEGE PARK	TRUE
1426219	[redacted]	400,000	160,000	NINETEEN ZERO FOUR HARVARD	439,300	175,720	NINETEEN ZERO FOUR HARVARD	TRUE
1426227	[redacted]	131,300	-	MUNICIPAL ELECTRIC AUTHORITY	131,300	-	MUNICIPAL ELECTRIC AUTHORITY	TRUE
1426235	[redacted]	144,700	-	MUNICIPAL ELECTRIC AUTHORITY	144,700	-	MUNICIPAL ELECTRIC AUTHORITY	TRUE
1426243	[redacted]	155,000	62,000	ZINN LESLIE	273,900	109,560	ZINN & MAIN II LLC	FALSE
1426251	[redacted]	38,700	15,480	DORN PAUL L JR	95,200	38,080	DORN PAUL L JR	TRUE
1426260	[redacted]	160,600	64,240	DORN PAUL L JR	258,200	103,280	DORN PAUL L JR	TRUE
1426278	[redacted]	85,000	34,000	COLLEGE PARK STATION LLC	819,200	327,680	COLLEGE PARK STATION LLC	TRUE
1426286	[redacted]	477,500	191,000	DICKEY CHRISTOPHER ET AL	548,000	219,200	DICKEY CHRISTOPHER ET AL	TRUE
1426308	[redacted]	300,000	120,000	LOCI GROUP LLC	179,500	71,800	LOCI GROUP LLC	TRUE
1426316	[redacted]	235,200	-	CITY OF COLLEGE PARK GEORGIA	235,200	-	CITY OF COLLEGE PARK GEORGIA	TRUE
1426324	[redacted]	249,800	-	CITY OF COLLEGE PARK GEORGIA	249,800	-	CITY OF COLLEGE PARK GEORGIA	TRUE
1426332	[redacted]	255,600	-	CITY OF COLLEGE PARK GEORGIA	253,900	-	CITY OF COLLEGE PARK GEORGIA	TRUE
1426341	[redacted]	305,800	-	COLLEGE PARK BUSINESS & INDUST	305,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
2523212	[redacted]	317,800	-	CITY OF COLLEGE PARK	316,600	-	CITY OF COLLEGE PARK	TRUE
1426359	[redacted]	276,300	110,520	INKLEBARGER LISA D TR	253,300	101,320	COLLEGE PARK PROPERTY A SERIES	FALSE
1426367	[redacted]	113,400	45,360	INKLEBARGER LISA D TR	81,500	32,600	COLLEGE PARK PROPERTY A SERIES	FALSE
1426375	[redacted]	300	120	RAIFORD DANIEL M	300	120	RAIFORD DANIEL M	TRUE
1426383	[redacted]	90,000	36,000	FINCHER LEE S	90,000	36,000	FINCHER LEE S	TRUE
1426405	[redacted]	750,000	300,000	COLLEGE PARK REAL ESTATE LLC	859,200	343,680	COLLEGE PARK REAL ESTATE LLC	TRUE
1426413	[redacted]	118,500	47,400	DORN ACE HARDWARE CO	237,500	95,000	DORN ACE HARDWARE CO	TRUE
1426421	[redacted]	528,100	211,240	EZEKWUECHE CHRIS M	540,000	216,000	EZEKWUECHE CHRIS M	TRUE
1426430	[redacted]	129,100	-	CITY OF COLLEGE PARK	129,100	-	CITY OF COLLEGE PARK	TRUE
1426448	[redacted]	46,400	18,560	DORN PAUL L JR	64,300	25,720	DORN PAUL L JR	TRUE
1426456	[redacted]	175,000	70,000	DORN PAUL L JR	199,000	79,600	DORN PAUL L JR	TRUE
1426464	[redacted]	84,800	-	CITY OF COLLEGE PARK	84,800	-	CITY OF COLLEGE PARK	TRUE
1426472	[redacted]	115,600	-	MUNICIPAL ELECTRIC AUTH OF GA	115,600	-	MUNICIPAL ELECTRIC AUTH OF GA	TRUE
2523221	[redacted]	51,800	-	CITY OF COLLEGE PARK	51,800	-	CITY OF COLLEGE PARK	TRUE
1426481	[redacted]	317,000	126,800	JONES WINSTON C & DONALD N	450,000	180,000	JONES WINSTON C & DONALD N	TRUE
1426499	[redacted]	89,200	-	CITY OF COLLEGE PARK	85,100	-	CITY OF COLLEGE PARK	TRUE
1426502	[redacted]	300,000	120,000	DORN PAUL L JR	392,700	157,080	DORN PAUL L JR	TRUE
1426511	[redacted]	313,700	125,480	BARROW RICHARD C	271,700	108,680	BARROW RICHARD C	TRUE
1426529	[redacted]	139,500	55,800	CHOE SOK H & UN SUN	219,900	87,960	CHOE SOK H & UN SUN	TRUE
1426537	[redacted]	295,700	118,280	CHOE SOK HWAN & UN SUN	295,700	118,280	CHOE SOK HWAN & UN SUN	TRUE
1426545	[redacted]	280,000	112,000	CLUB E PROPERTIES LLC	688,100	275,240	CLUB E PROPERTIES LLC	TRUE
1426553	[redacted]	250,000	100,000	FINCHER MARY LEE SMITH	250,000	100,000	FINCHER MARY LEE SMITH	TRUE
5757421	[redacted]	138,100	55,240	1705 VIRGINIA LLC	250,000	100,000	AGNES SLACK COLLEGE PARK LLC	FALSE
6384711	[redacted]	61,700	-	CITY OF COLLEGE PARK	61,700	-	CITY OF COLLEGE PARK	TRUE
6384771	[redacted]	54,700	-	CITY OF COLLEGE PARK	54,700	-	CITY OF COLLEGE PARK	TRUE
1426561	[redacted]	401,800	160,720	WELLS HOWARD J	401,800	160,720	WELLS HOWARD J	TRUE
1426570	[redacted]	69,400	-	COLLEGE PARK BUSINESS & INDUST	50,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426588	[redacted]	88,600	-	COLLEGE PARK BUSINESS & INDUST	90,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426596	[redacted]	399,400	-	CITY OF COLLEGE PARK BUSINESS	398,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
2523239	[redacted]	179,700	-	COLLEGE PARK METHODIST CHURCH	255,100	-	COLLEGE PARK METHODIST CHURCH	TRUE
2523247	[redacted]	3,271,900	-	COLLEGE PARK METHODIST CHURCH	3,271,800	-	COLLEGE PARK METHODIST CHURCH	TRUE
2523255	[redacted]	891,400	-	COLLEGE PARK METHODIST CHURCH	890,400	-	COLLEGE PARK METHODIST CHURCH	TRUE
1426600	[redacted]	59,000	23,600	TOLES LATONYA	183,000	73,200	TOLES LATONYA	TRUE
1426618	[redacted]	101,300	-	MARTA	101,300	-	MARTA	TRUE
2523263	[redacted]	25,000	-	COLLEGE PARK METHODIST CHURCH	25,000	-	MARTA	FALSE
2523271	[redacted]	145,500	-	COLLEGE PARK METHODIST CHURCH	139,300	-	COLLEGE PARK METHODIST CHURCH	TRUE
1426626	[redacted]	123,400	-	MARTA	123,400	-	MARTA	TRUE
1426634	[redacted]	104,600	-	MARTA	104,600	-	MARTA	TRUE
1426642	[redacted]	129,100	-	MARTA	129,100	-	MARTA	TRUE
1426651	[redacted]	202,800	-	MARTA	202,800	-	MARTA	TRUE
1426669	[redacted]	243,300	-	MARTA	243,300	-	MARTA	TRUE
1426677	[redacted]	114,000	-	MARTA	114,000	-	MARTA	TRUE
1426685	[redacted]	3,000	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426693	[redacted]	7,800	-	COLLEGE PARK BUSINESS & INDUST	8,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426707	[redacted]	12,700	-	COLLEGE PARK BUSINESS & INDUST	13,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426715	[redacted]	4,600	1,840	WOOD GEORGE & SWANN PATRICIA N	5,000	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1426723	[redacted]	3,300	-	COLLEGE PARK BUSINESS & INDUST	3,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426731	[redacted]	6,300	-	COLLEGE PARK BUSINESS & INDUST	6,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426740	[redacted]	40,900	-	COLLEGE PARK BUSINESS & INDUST	41,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE

1426758	[redacted]	4,600	-	COLLEGE PARK BUSINESS & INDUST	5,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426766	[redacted]	3,000	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426774	[redacted]	17,800	-	COLLEGE PARK BUSINESS & INDUST	18,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426782	[redacted]	2,800	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426791	[redacted]	20,300	-	COLLEGE PARK BUSINESS & INDUST	20,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426804	[redacted]	2,700	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426812	[redacted]	20,100	-	COLLEGE PARK BUSINESS & INDUST	20,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426821	[redacted]	2,900	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426839	[redacted]	2,900	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426847	[redacted]	2,700	-	COLLEGE PARK BUSINESS & INDUST	2,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426855	[redacted]	32,900	-	COLLEGE PARK BUSINESS & INDUST	33,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426863	[redacted]	2,600	-	COLLEGE PARK BUSINESS & INDUST	2,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426871	[redacted]	25,800	-	COLLEGE PARK BUSINESS & INDUST	26,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426880	[redacted]	3,000	-	COLLEGE PARK BUSINESS & INDUST	3,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426898	[redacted]	2,700	-	COLLEGE PARK BUSINESS & INDUST	2,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426901	[redacted]	2,700	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426910	[redacted]	2,700	-	CITY OF ATLANTA	3,000	-	CITY OF ATLANTA	TRUE
1426928	[redacted]	2,900	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426936	[redacted]	525,500	-	COLLEGE PARK BUSINESS & INDUST	523,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426944	[redacted]	3,700	1,480	CHAPMAN GEORGE T	4,000	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1426952	[redacted]	2,400	-	COLLEGE PARK BUSINESS & INDUST	2,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426961	[redacted]	2,600	-	COLLEGE PARK BUSINESS & INDUST	2,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426979	[redacted]	3,000	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1426987	[redacted]	9,600	3,840	BRUNO EISENHOWER INC	3,200	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1426995	[redacted]	3,000	-	COLLEGE PARK BUSINESS & INDUST	3,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427002	[redacted]	23,500	-	COLLEGE PARK BUSINESS & INDUST	23,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427011	[redacted]	25,200	-	CITY OF ATLANTA	25,400	-	CITY OF ATLANTA	TRUE
1427029	[redacted]	2,700	-	CITY OF ATLANTA	2,900	-	CITY OF ATLANTA	TRUE
1427037	[redacted]	2,700	-	CITY OF ATLANTA	2,900	-	CITY OF ATLANTA	TRUE
1427045	[redacted]	7,900	-	CITY OF ATLANTA	8,100	-	CITY OF ATLANTA	TRUE
1427053	[redacted]	31,800	-	COLLEGE PARK BUSINESS & INDUST	32,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427061	[redacted]	2,700	-	CITY OF COLLEGE PARK BUSINESS	2,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1427070	[redacted]	3,200	-	COLLEGE PARK BUSINESS & INDUST	3,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427088	[redacted]	2,700	-	COLLEGE PARK BUSINESS & INDUST	2,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427096	[redacted]	2,900	-	COLLEGE PARK BUSINESS & INDUST	3,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427100	[redacted]	2,800	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427118	[redacted]	23,300	-	COLLEGE PARK BUSINESS & INDUST	23,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427126	[redacted]	3,200	1,280	CAGLE LAMAR & ARMSTRONG JAS E	3,500	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1427134	[redacted]	3,300	-	COLLEGE PARK BUSINESS & INDUST	3,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427142	[redacted]	115,300	-	COLLEGE PARK BUSINESS & INDUST	115,300	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1427151	[redacted]	199,700	-	COLLEGE PARK BUSINESS & INDUST	199,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427169	[redacted]	44,600	17,840	MATCH POINT LLC	48,400	19,360	BYRD BETTY A W & ANDREW J	FALSE
1427177	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427185	[redacted]	160,400	-	COLLEGE PARK BUSINESS & INDUST	160,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427193	[redacted]	164,200	-	COLLEGE PARK BUSINESS & INDUST	164,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427207	[redacted]	151,100	-	COLLEGE PARK BUSINESS & INDUST	151,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427215	[redacted]	130,800	-	COLLEGE PARK BUSINESS & INDUST	130,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427223	[redacted]	162,900	-	COLLEGE PARK BUSINESS & INDUST	162,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427231	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427240	[redacted]	22,800	9,120	HAMILTON MILL UNITED METHODIST	70,000	-	BUSINESS AND INDUSTRIAL DEVELO	FALSE
1427258	[redacted]	129,100	51,640	STONE CORNELIUS	129,100	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1427266	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427274	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427282	[redacted]	128,400	-	COLLEGE PARK BUSINESS & INDUST	128,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427291	[redacted]	128,400	-	COLLEGE PARK BUSINESS & INDUST	128,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427304	[redacted]	101,100	-	COLLEGE PARK BUSINESS & INDUST	101,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427312	[redacted]	105,300	-	COLLEGE PARK BUSINESS & INDUST	105,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427321	[redacted]	105,300	-	COLLEGE PARK BUSINESS & INDUST	105,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427339	[redacted]	111,000	-	COLLEGE PARK BUSINESS & INDUST	111,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427347	[redacted]	129,100	-	COLLEGE PARK BUSINESS & INDUST	129,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427355	[redacted]	129,100	-	COLLEGE PARK BUSINESS & INDUST	129,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427363	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427371	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427380	[redacted]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427398	[redacted]	62,500	25,000	MOODY MARTHA MC KINNEY	76,600	30,640	SIGAL ALLEN B &	FALSE
1427401	[redacted]	8,700	3,480	MOODY MARTHA MC KINNEY	50,200	20,080	SIGAL ALLEN B &	FALSE
1427410	[redacted]	197,300	78,920	MOODY MARTHA MC KINNEY	146,800	58,720	SIGAL ALLEN B &	FALSE
1427428	[redacted]	247,900	99,160	MOODY MARTHA MC KINNEY	71,300	28,520	SIGAL ALLEN B &	FALSE
1427436	[redacted]	384,700	153,880	MOODY MARTHA MC KINNEY	480,000	192,000	SIGAL ALLEN B &	FALSE
1427444	[redacted]	113,900	-	COLLEGE PARK BUSINESS & INDUST	113,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427452	[redacted]	109,400	-	CITY OF COLLEGE PARK BUSINESS	109,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1427461	[redacted]	176,300	-	CITY OF COLLEGE PARK BUSINESS	176,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE

1427479	[illegible]	148,700	-	CITY OF COLLEGE PARK BUSINESS	148,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1427487	[illegible]	109,400	-	CITY OF COLLEGE PARK BUSINESS	109,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1427495	[illegible]	109,400	-	CITY OF COLLEGE PARK BUSINESS	109,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1427509	[illegible]	109,400	-	CITY OF COLLEGE PARK BUSINESS	109,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1427541	[illegible]	148,900	-	COLLEGE PARK BUSINESS & INDUST	148,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
5178854	[illegible]	156,500	-	COLLEGE PARK BUSINESS & INDUST	156,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
5178862	[illegible]	150,200	-	CITY OF COLLEGE PARK BUSINESS	150,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1427550	[illegible]	110,400	-	COLLEGE PARK BUSINESS & INDUST	110,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427622	[illegible]	351,100	-	CITY OF COLLEGE PARK	351,100	-	CITY OF COLLEGE PARK	TRUE
1427631	[illegible]	123,900	-	COLLEGE PARK BUSINESS & INDUST	123,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427649	[illegible]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427657	[illegible]	97,000	-	COLLEGE PARK BUSINESS & INDUST	97,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427665	[illegible]	101,100	-	COLLEGE PARK BUSINESS & INDUST	101,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427673	[illegible]	95,400	-	COLLEGE PARK BUSINESS & INDUST	95,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427681	[illegible]	28,400	11,360	ELLIS CARRIE L	28,400	11,360	ELLIS CARRIE L	TRUE
1427690	[illegible]	58,900	23,560	LONGINO JACK P	70,000	28,000	LONGINO JACK P	TRUE
1427703	[illegible]	44,100	-	CITY OF COLLEGE PARK	44,100	-	CITY OF COLLEGE PARK	TRUE
1427711	[illegible]	235,100	94,040	LONGINO JACK P	279,600	111,840	LONGINO JACK P	TRUE
1427720	[illegible]	178,300	71,320	ROHRIG INVESTMENTS LP	178,300	71,320	ROHRIG INVESTMENTS LP	TRUE
1427738	[illegible]	100,000	40,000	ROHRIG INVESTMENTS LP	141,900	56,760	ROHRIG INVESTMENTS LP	TRUE
1427746	[illegible]	70,000	28,000	COLEMAN ZENA R	70,000	28,000	COLEMAN ZENA R	TRUE
1427754	[illegible]	35,000	14,000	COLEMAN ZENA RAE	68,400	27,360	COLEMAN ZENA RAE	TRUE
1427762	[illegible]	25,000	10,000	STRAIN CURTIS A & THERESA Y	48,000	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1427771	[illegible]	119,900	-	COLLEGE PARK BUSINESS & INDUST	119,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427886	[illegible]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427894	[illegible]	109,400	-	COLLEGE PARK BUSINESS & INDUST	109,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427908	[illegible]	350,300	-	COLLEGE PARK BUSINESS & INDUST	350,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427916	[illegible]	113,200	-	COLLEGE PARK BUSINESS & INDUST	113,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1427924	[illegible]	100,600	40,240	FEEDSTORE LLC THE	118,200	47,280	FEEDSTORE LLC THE	TRUE
1427932	[illegible]	84,200	33,680	FEEDSTORE LLC THE	95,900	38,360	FEEDSTORE LLC THE	TRUE
1427941	[illegible]	472,800	189,120	FEEDSTORE LLC THE	486,600	194,640	FEEDSTORE LLC THE	TRUE
1427959	[illegible]	305,700	122,280	FADE AZIZ	283,000	113,200	AFCO INVESTMENT HOLDINGS LLC	FALSE
1427967	[illegible]	270,700	108,280	FADE AZIZ	270,700	108,280	AFCO INVESTMENT HOLDINGS LLC	FALSE
1427975	[illegible]	467,600	187,040	FADE AZIZ	442,000	176,800	AFCO INVESTMENT HOLDINGS LLC	FALSE
1428025	[illegible]	85,300	-	COLLEGE PARK BUSINESS & INDUST	49,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428033	[illegible]	102,900	41,160	COOK EDNA MAE	108,800	43,520	COOK EDNA MAE	TRUE
1428041	[illegible]	800	320	NEVILLE MILDRED E	800	320	NEVILLE MILDRED E	TRUE
2523301	[illegible]	354,300	-	UNITED STATES POST OFFICE	354,300	-	UNITED STATES POST OFFICE	TRUE
1428050	[illegible]	406,300	162,520	DIPRIMA HOLDINGS LLLP	406,300	162,520	DIPRIMA HOLDINGS LLLP	TRUE
1428068	[illegible]	99,400	39,760	DIPRIMA HOLDINGS LLLP	101,200	40,480	DIPRIMA HOLDINGS LLLP	TRUE
5178803	[illegible]	2,149,500	-	COLLEGE PARK BUSINESS & INDUST	2,149,500	-	FULTON COUNTY	FALSE
7007849	[illegible]	3,456,600	-	ODYSSEY PROPERTIES INC	3,438,700	-	ODYSSEY PROPERTIES INC	TRUE
7083401	[illegible]	764,200	305,680	FAIR PARK INC	851,100	340,440	FAIR PARK INC	TRUE
7083399	[illegible]	231,600	92,640	CARMAC PROPERTIES LLC	241,600	96,640	CARMAC PROPERTIES LLC	TRUE
2523310	[illegible]	36,500	-	MARTA	36,500	-	MARTA	TRUE
1428076	[illegible]	45,600	-	MARTA	29,400	-	MARTA	TRUE
1428084	[illegible]	48,300	-	MARTA	31,100	-	MARTA	TRUE
2523328	[illegible]	44,900	-	MARTA	28,900	-	MARTA	TRUE
1428092	[illegible]	46,400	-	MARTA	29,800	-	MARTA	TRUE
1428106	[illegible]	46,200	-	MARTA	29,700	-	MARTA	TRUE
1428114	[illegible]	58,500	-	MARTA	58,500	-	MARTA	TRUE
1428122	[illegible]	39,200	-	MARTA	39,200	-	MARTA	TRUE
1428131	[illegible]	39,200	-	MARTA	39,200	-	MARTA	TRUE
1428149	[illegible]	44,000	-	MARTA	44,000	-	MARTA	TRUE
1428157	[illegible]	44,500	-	MARTA	44,500	-	MARTA	TRUE
1428165	[illegible]	41,000	-	MARTA	41,000	-	MARTA	TRUE
1428173	[illegible]	20,700	-	MARTA	20,700	-	MARTA	TRUE
2523336	[illegible]	18,000	-	MARTA	18,000	-	MARTA	TRUE
1428181	[illegible]	36,600	-	MARTA	36,600	-	MARTA	TRUE
1428190	[illegible]	11,000	-	MARTA	11,000	-	MARTA	TRUE
2523344	[illegible]	32,000	-	MARTA	32,000	-	MARTA	TRUE
2523352	[illegible]	117,200	-	MARTA	117,200	-	MARTA	TRUE
1428203	[illegible]	247,300	-	MARTA	247,300	-	MARTA	TRUE
1428211	[illegible]	150,100	-	MARTA	150,100	-	MARTA	TRUE
1428220	[illegible]	31,600	-	MARTA	31,600	-	MARTA	TRUE
2523361	[illegible]	14,600	-	MARTA	14,600	-	MARTA	TRUE
2523379	[illegible]	49,000	-	MARTA	49,000	-	MARTA	TRUE
1428238	[illegible]	36,800	-	MARTA	36,800	-	MARTA	TRUE
1428246	[illegible]	104,300	-	MARTA	104,300	-	MARTA	TRUE
1428254	[illegible]	23,200	-	MARTA	23,200	-	MARTA	TRUE
1428262	[illegible]	133,300	-	MARTA	133,300	-	MARTA	TRUE
1428271	[illegible]	133,500	-	MARTA	133,500	-	MARTA	TRUE

2523387	[illegible]	36,100	-	MARTA	36,100	-	MARTA	TRUE
2523395	[illegible]	82,700	-	MARTA	82,700	-	MARTA	TRUE
1428289	[illegible]	61,300	-	MARTA	61,300	-	MARTA	TRUE
1428297	[illegible]	76,900	-	MARTA	76,900	-	MARTA	TRUE
2523409	[illegible]	22,900	-	MARTA	22,900	-	MARTA	TRUE
2523417	[illegible]	25,100	-	MARTA	25,100	-	MARTA	TRUE
1428319	[illegible]	3,200	1,280	MONKEY BUSINESS I LLC &	3,500	1,400	MONKEY BUSINESS I LLC &	TRUE
1428327	[illegible]	3,700	1,480	MONKEY BUSINESS I LLC &	4,000	1,600	MONKEY BUSINESS I LLC &	TRUE
1428335	[illegible]	38,300	-	COLLEGE PARK BUSINESS & INDUST	38,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428475	[illegible]	2,700	1,080	TINGLE MIRIAM W	2,900	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1428483	[illegible]	2,700	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
3521714	[illegible]	6,500	-	COLLEGE PARK BUSINESS & INDUST	7,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
5245705	[illegible]	2,250,000	900,000	MONKEY BUSINESS I LLC &	2,250,000	900,000	MONKEY BUSINESS I LLC &	TRUE
1428599	[illegible]	199,800	-	COLLEGE PARK BUSINESS & INDUST	199,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428602	[illegible]	102,300	40,920	A O K INVESTMENTS INC	110,800	44,320	A O K INVESTMENTS INC	TRUE
1428611	[illegible]	26,400	-	COLLEGE PARK BUSINESS & INDUST	26,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428629	[illegible]	2,600	-	COLLEGE PARK BUSINESS & INDUST	2,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428637	[illegible]	3,200	-	COLLEGE PARK BUSINESS & INDUST	3,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428645	[illegible]	115,400	-	COLLEGE PARK BUSINESS & INDUST	115,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428653	[illegible]	158,800	-	COLLEGE PARK BUSINESS & INDUST	158,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428661	[illegible]	218,900	87,560	PARK N FLY INC	218,900	87,560	PARK N FLY INC	TRUE
1428670	[illegible]	125,900	50,360	PARK N FLY INC	125,900	50,360	PARK N FLY INC	TRUE
1428688	[illegible]	27,400	-	COLLEGE PARK BUSINESS & INDUST	27,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428696	[illegible]	2,600	-	COLLEGE PARK BUSINESS & INDUST	2,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428700	[illegible]	31,000	-	COLLEGE PARK BUSINESS & INDUST	31,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428718	[illegible]	25,400	-	COLLEGE PARK BUSINESS & INDUST	25,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428726	[illegible]	106,600	-	COLLEGE PARK BUSINESS & INDUST	106,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428734	[illegible]	106,200	-	COLLEGE PARK BUSINESS & INDUST	106,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428742	[illegible]	104,400	-	COLLEGE PARK BUSINESS & INDUST	104,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428751	[illegible]	192,100	76,840	PARK N FLY INC	192,100	76,840	PARK N FLY INC	TRUE
1428769	[illegible]	107,500	-	CITY OF ATLANTA	107,500	-	CITY OF ATLANTA	TRUE
1428777	[illegible]	11,800	4,720	HERRERA CARIDAD	10,200	4,080	HERRERA CARIDAD	TRUE
1428785	[illegible]	5,500	-	COLLEGE PARK BUSINESS & INDUST	5,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428793	[illegible]	2,700	-	COLLEGE PARK BUSINESS & INDUST	3,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428807	[illegible]	98,500	-	COLLEGE PARK BUSINESS & INDUST	98,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428815	[illegible]	98,500	-	COLLEGE PARK BUSINESS & INDUST	98,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1428823	[illegible]	116,700	46,680	PARK N FLY INC	139,500	55,800	PARK N FLY INC	TRUE
1428831	[illegible]	20,900	8,360	PARK N FLY	20,900	8,360	PARK N FLY	TRUE
1428866	[illegible]	410,900	164,360	THIRTY EIGHT NINETY ONE MAIN S	410,900	164,360	THIRTY EIGHT NINETY ONE MAIN S	TRUE
1428874	[illegible]	449,900	179,960	A O K INVESTMENTS INC	539,900	215,960	A O K INVESTMENTS INC	TRUE
1428882	[illegible]	288,100	115,240	LEE GENE D	491,200	196,480	QUICK EQUITY LLC	FALSE
1428891	[illegible]	301,000	120,400	BLUEBIRD PARTNERS LLC	428,300	171,320	OLDKNOW GIRLS LLC	FALSE
3874641	[illegible]	371,600	148,640	ENTERPRISE LEASING CO OF GA	460,800	184,320	ENTERPRISE LEASING CO OF GA	TRUE
2523425	[illegible]	469,900	-	CITY OF ATLANTA	469,900	-	CITY OF ATLANTA	TRUE
1428904	[illegible]	230,200	-	FULTON CO COLLEGE PARK HEALTH	230,200	-	FULTON CO COLLEGE PARK HEALTH	TRUE
1428912	[illegible]	116,800	-	SOUTH FULTON SENIOR SERVICES	116,800	-	SOUTH FULTON SENIOR SERVICES	TRUE
1428921	[illegible]	170,000	68,000	SHARMA CHANDI P ET AL	192,800	77,120	SHARMA CHANDI P ET AL	TRUE
1428939	[illegible]	11,106,000	-	CITY OF COLLEGE PARK	11,103,900	-	CITY OF COLLEGE PARK	TRUE
1428947	[illegible]	223,700	-	SOUTH FULTON SENIOR SERVICES	223,700	-	SOUTH FULTON SENIOR SERVICES	TRUE
1428955	[illegible]	57,200	22,880	STRATEGIC PLANNING INITIATIVES	57,200	22,880	STRATEGIC PLANNING INITIATIVES	TRUE
5421627	[illegible]	1,267,300	-	COLLEGE PARK BUSINESS & INDUST	1,267,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
5421643	[illegible]	4,977,300	-	CITY OF COLLEGE PARK	4,977,300	-	CITY OF COLLEGE PARK	TRUE
1428963	[illegible]	191,500	76,600	TATE ROBERT E &	191,500	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1428971	[illegible]	87,700	35,080	TATE ROBERT E &	87,700	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1428980	[illegible]	46,800	18,720	TATE ROBERT E &	46,800	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1428998	[illegible]	196,200	78,480	TATE ROBERT E &	196,200	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1429005	[illegible]	191,500	76,600	TATE ROBERT E &	191,500	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1429013	[illegible]	91,900	36,760	TATE ROBERT E &	91,900	-	COLLEGE PARK BUSINESS AND INDU	FALSE
1429021	[illegible]	357,200	142,880	TATE ROBERT E &	357,200	142,880	TATE ROBERT E &	TRUE
1432219	[illegible]	220,000	88,000	AMG APARTMENTS LLC	620,000	248,000	AMG APARTMENTS LLC	TRUE
1432227	[illegible]	236,900	94,760	CLEVELAND FLORA M	236,900	94,760	CLEVELAND FLORA M	TRUE
1432235	[illegible]	663,000	265,200	HAMZA PROPERTIES LLC	663,000	265,200	HAMZA PROPERTIES LLC	TRUE
1432251	[illegible]	508,100	203,240	KOMISAROW ENTERPRISES L P	508,000	203,200	KOMISAROW ENTERPRISES L P	TRUE
2523549	[illegible]	314,700	-	VICTORY TEMPLE NATIONAL HOLINE	320,800	-	VICTORY TEMPLE NATIONAL HOLINE	TRUE
7074258	[illegible]	595,400	238,160	NO LIMITS COMMUNITY DEVELOPMEN	748,100	299,240	NO LIMITS COMMUNITY DEVELOPMEN	TRUE
2635797	[illegible]	260,000	104,000	YRIBUS LLC	712,300	284,920	YRIBUS LLC	TRUE
2524561	14 -0192- LL-016-6	8,653,900	-	CITY OF COLLEGE PARK	8,012,300	-	CITY OF COLLEGE PARK BUILDING	FALSE
2524570	14 -0192- LL-017-4	6,200	-	CITY OF COLLEGE PARK	6,400	-	CITY OF COLLEGE PARK	TRUE
2524588	14 -0192- LL-022-4	1,078,400	-	FULTON COUNTY BOARD OF EDUCATI	1,088,400	-	FULTON COUNTY BOARD OF EDUCATI	TRUE
2524596	14 -0192- LL-023-2	182,400	-	CITY OF COLLEGE PARK BUSINESS	190,100	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527210	[illegible]	7,200	-	CITY OF COLLEGE PARK BUSINESS	7,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527228	[illegible]	23,500	-	CITY OF COLLEGE PARK BUSINESS	24,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE

1527236	[redacted]	6,800	-	CITY OF COLLEGE PARK BUSINESS	7,100	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527244	[redacted]	7,000	-	COLLEGE PARK BUSINESS & INDUST	7,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527252	[redacted]	5,600	-	COLLEGE PARK BUSINESS & INDUST	5,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527261	[redacted]	8,500	-	CITY OF ATLANTA	8,900	-	CITY OF ATLANTA	TRUE
1527279	[redacted]	31,900	-	CITY OF COLLEGE PARK BUSINESS	33,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527287	[redacted]	6,700	-	CITY OF COLLEGE PARK BUSINESS	7,000	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527295	[redacted]	6,700	-	CITY OF COLLEGE PARK BUSINESS	7,000	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527309	[redacted]	31,500	-	CITY OF COLLEGE PARK BUSINESS	32,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527317	[redacted]	47,600	-	CITY OF COLLEGE PARK BUSINESS	51,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527325	[redacted]	700	-	FULTON COUNTY BOARD OF EDUCATI	700	-	FULTON COUNTY BOARD OF EDUCATI	TRUE
1527333	[redacted]	7,500	-	CITY OF COLLEGE PARK BUSINESS	7,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527341	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527350	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527368	[redacted]	489,500	-	CITY OF COLLEGE PARK BUSINESS	489,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527376	[redacted]	37,800	15,120	CARSON LORENZO	39,400	15,760	REVIVAL HOLDINGS LLC	FALSE
1527384	[redacted]	7,600	-	CITY OF COLLEGE PARK BUSINESS	8,000	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527392	[redacted]	28,500	-	CITY OF ATLANTA	29,600	-	CITY OF ATLANTA	TRUE
1527406	[redacted]	7,300	2,920	THOMPSON IDIE B	7,600	3,040	THOMPSON IDIE B	TRUE
1527414	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527422	[redacted]	22,600	-	CITY OF COLLEGE PARK BUSINESS	7,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527431	[redacted]	7,200	2,880	GOLD PROP LLC	7,500	3,000	GOLD PROP LLC	TRUE
1527449	[redacted]	45,600	-	COLLEGE PARK BUSINESS & INDUST	47,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527457	[redacted]	23,700	-	COLLEGE PARK BUSINESS & INDUST	24,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527465	[redacted]	57,000	-	CITY OF COLLEGE PARK BUSINESS	75,000	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527473	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527481	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527490	[redacted]	7,100	2,840	COOK ROSA LEE	7,400	2,960	COOK ROSA LEE	TRUE
1527503	[redacted]	7,100	2,840	JONES W O ET AL	7,400	2,960	JONES W O ET AL	TRUE
1527511	[redacted]	41,800	-	COLLEGE PARK BUSINESS & INDUST	43,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527520	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527538	[redacted]	7,500	-	COLLEGE PARK BUSINESS & INDUST	7,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527546	[redacted]	6,500	2,600	INGRAM ERNESTA	6,800	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527554	[redacted]	7,100	2,840	CAMERON DIANE	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527562	[redacted]	5,700	2,280	COLAS MARYANNE C	6,000	2,400	CITY OF COLLEGE PARK BUSINESS	FALSE
1527571	[redacted]	33,300	-	CITY OF ATLANTA	34,700	-	CITY OF ATLANTA	TRUE
1527589	[redacted]	700	-	CITY OF COLLEGE PARK BUSINESS	700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527597	[redacted]	700	280	JONES W O ET AL	700	280	JONES W O ET AL	TRUE
1527601	[redacted]	700	280	WATTS ROSA MAE & JONES GEORGE	700	280	WATTS ROSA MAE & JONES GEORGE	TRUE
1527619	[redacted]	7,100	2,840	PONDER COZETTA J	7,400	2,960	SMITH JEANETTE	FALSE
1527627	[redacted]	7,100	2,840	TRICE WILLIAM	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527635	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527643	[redacted]	21,400	-	CITY OF COLLEGE PARK BUSINESS	22,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527651	[redacted]	7,100	2,840	JONES W O ET AL	7,400	2,960	JONES W O ET AL	TRUE
1527660	[redacted]	32,000	-	CITY OF COLLEGE PARK BUSINESS	33,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527678	[redacted]	33,300	-	CITY OF COLLEGE PARK BUSINESS	43,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527686	[redacted]	39,700	-	CITY OF COLLEGE PARK BUSINESS	48,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527694	[redacted]	7,100	2,840	JACKSON O T AGT	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527708	[redacted]	7,200	-	CITY OF COLLEGE PARK BUSINESS	7,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527716	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527724	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527732	[redacted]	7,300	2,920	WILLIAMS GLOVER & GERALDINE	7,600	3,040	WILLIAMS GLOVER & GERALDINE	TRUE
1527741	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527759	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527767	[redacted]	7,300	2,920	SLATON G W III ET AL	7,600	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527775	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527783	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527791	[redacted]	7,300	-	COLLEGE PARK BUSINESS & INDUST	7,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527805	[redacted]	82,700	-	COLLEGE PARK BUSINESS & INDUST	7,600	3,040	RIVKIN LAURENCE M	FALSE
1527813	[redacted]	7,300	-	COLLEGE PARK BUSINESS & INDUST	7,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527821	[redacted]	44,400	-	CITY OF COLLEGE PARK BUSINESS	46,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527830	[redacted]	7,300	-	CITY OF COLLEGE PARK	7,600	-	CITY OF COLLEGE PARK	TRUE
1527848	[redacted]	6,900	-	CITY OF COLLEGE PARK	7,200	-	CITY OF COLLEGE PARK	TRUE
1527856	[redacted]	6,400	2,560	GOLD PROP LLC	6,700	2,680	GOLD PROP LLC	TRUE
1527864	[redacted]	42,400	-	CITY OF COLLEGE PARK BUSINESS	44,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527872	[redacted]	400	-	CITY OF COLLEGE PARK BUSINESS	400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
2524600	[redacted]	6,400	2,560	RUFFINS EUGENE	6,600	-	CITY OF COLLEGE PARK	FALSE
1527881	[redacted]	9,100	-	CITY OF COLLEGE PARK BUSINESS	9,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527899	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527902	[redacted]	31,300	-	CITY OF COLLEGE PARK BUSINESS	32,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527911	[redacted]	1,700	680	MARATHON HOLDINGS LLC	1,700	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527929	[redacted]	1,100	-	COLLEGE PARK BUSINESS & INDUST	1,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1527937	[redacted]	37,900	15,160	PRICE MAYOLA	39,500	15,800	PRICE ROBERT LEE	FALSE

1527945	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527953	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527961	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1527970	[redacted]	2,500	1,000	CAGLE LAMAR	2,600	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527988	[redacted]	7,100	2,840	MULLIS JOAN E	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1527996	[redacted]	7,100	-	COLLEGE PARK BUSINESS AND INDU	7,400	-	COLLEGE PARK BUSINESS AND INDU	TRUE
1528003	[redacted]	36,800	-	CITY OF COLLEGE PARK BUSINESS	44,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528011	[redacted]	34,900	-	CITY OF COLLEGE PARK BUSINESS	36,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528020	[redacted]	6,500	-	CITY OF COLLEGE PARK BUSINESS	6,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528038	[redacted]	6,500	-	CITY OF COLLEGE PARK BUSINESS	6,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528046	[redacted]	39,000	-	CITY OF COLLEGE PARK BUSINESS	43,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528054	[redacted]	59,900	-	CITY OF COLLEGE PARK BUSINESS	66,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528062	[redacted]	38,800	-	CITY OF COLLEGE PARK BUSINESS	40,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528071	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528089	[redacted]	110,200	-	CITY OF COLLEGE PARK BUSINESS	110,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528097	[redacted]	14,200	5,680	LEE GENE D	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1528101	[redacted]	7,100	2,840	TRAVIS MILTON B	2,400	2,960	TRAVIS MILTON B	TRUE
1528119	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528127	[redacted]	43,600	-	CITY OF COLLEGE PARK BUSINESS	48,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528135	[redacted]	7,100	2,840	ARNOLD KENNETH H &	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1528143	[redacted]	7,100	2,840	CHEELEY ARTHUR L	7,100	2,840	CITY OF COLLEGE PARK BUSINESS	FALSE
1528151	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528160	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528178	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528186	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528194	[redacted]	40,900	-	CITY OF COLLEGE PARK BUSINESS	45,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528208	[redacted]	7,100	2,840	RGB VENTURE CAPITAL LLC	7,400	2,960	CITY OF COLLEGE PARK BUSINESS	FALSE
1528216	[redacted]	32,400	-	CITY OF COLLEGE PARK BUSINESS	33,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
2524618	[redacted]	35,100	-	CITY OF COLLEGE PARK BUSINESS	35,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528224	[redacted]	7,500	-	CITY OF ATLANTA	7,800	-	CITY OF ATLANTA	TRUE
1528232	[redacted]	39,200	-	CITY OF COLLEGE PARK BUSINESS	40,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528241	[redacted]	41,300	-	CITY OF COLLEGE PARK BUSINESS	50,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528259	[redacted]	58,900	-	CITY OF COLLEGE PARK BUSINESS	61,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528267	[redacted]	54,900	-	CITY OF COLLEGE PARK BUSINESS	57,200	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528275	[redacted]	27,200	-	CITY OF COLLEGE PARK BUSINESS	28,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528283	[redacted]	30,100	-	CITY OF COLLEGE PARK BUSINESS	39,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528291	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528305	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528313	[redacted]	41,000	-	CITY OF COLLEGE PARK BUSINESS	42,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528321	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528330	[redacted]	106,400	-	COLLEGE PARK BUSINESS & INDUST	106,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528348	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528356	[redacted]	7,100	-	COLLEGE PARK BUSINESS & INDUST	7,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528364	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528372	[redacted]	42,500	-	CITY OF COLLEGE PARK BUSINESS	44,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528381	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528399	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528402	[redacted]	29,300	-	COLLEGE PARK BUSINESS & INDUST	30,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528411	[redacted]	7,300	2,920	ESTATE PROPERTY GROUP LLC	7,600	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1528429	[redacted]	44,800	-	CITY OF COLLEGE PARK BUSINESS	54,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528437	[redacted]	49,200	-	CITY OF COLLEGE PARK BUSINESS	51,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528445	[redacted]	59,100	-	CITY OF COLLEGE PARK BUSINESS	7,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528453	[redacted]	7,300	-	COLLEGE PARK BUSINESS & INDUST	7,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528461	[redacted]	3,600	1,440	COLLEGE PARK LOTS LLC	3,800	1,520	BALLESTRA LLC	FALSE
1528470	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528488	[redacted]	7,300	-	CITY OF COLLEGE PARK BUSINESS	7,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528496	[redacted]	44,500	-	CITY OF COLLEGE PARK BUSINESS	53,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528500	[redacted]	330,500	-	CITY OF COLLEGE PARK BUSINESS	330,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528518	[redacted]	249,900	-	CITY OF COLLEGE PARK BUSINESS	249,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528526	[redacted]	440,600	-	CITY OF COLLEGE PARK BUSINESS	440,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528534	[redacted]	330,500	-	CITY OF COLLEGE PARK BUSINESS	330,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528542	[redacted]	31,400	-	CITY OF COLLEGE PARK BUSINESS	32,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528551	[redacted]	30,500	-	COLLEGE PARK BUSINESS & INDUST	31,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528569	[redacted]	7,100	2,840	HARRIS BEN & BERTHA	7,400	2,960	HARRIS BEN & BERTHA	TRUE
1528577	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528585	[redacted]	9,000	-	FULTON COUNTY	9,400	-	COLLEGE PARK BUSINESS & INDUST	FALSE
1528593	[redacted]	31,300	-	CITY OF COLLEGE PARK BUSINESS	37,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528607	[redacted]	19,300	-	CITY OF COLLEGE PARK BUSINESS	6,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528615	[redacted]	6,500	-	CITY OF COLLEGE PARK BUSINESS	6,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528623	[redacted]	24,200	9,680	MUHYEE FRANK	25,200	10,080	MUHYEE FRANK	TRUE
1528631	[redacted]	7,200	-	CITY OF COLLEGE PARK BUSINESS	7,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528640	[redacted]	7,200	-	CITY OF ATLANTA	7,500	-	CITY OF ATLANTA	TRUE

1528658	[redacted]	7,200	-	CITY OF COLLEGE PARK BUSINESS	7,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528666	[redacted]	51,700	20,680	EVANS LARRY	53,900	21,560	EVANS LARRY	TRUE
1528674	[redacted]	12,300	4,920	BOOTH CHRISTY	7,500	3,000	TWO SEAM HOLDINGS LLC	FALSE
1528682	[redacted]	22,100	8,840	GRIFFIN NATHANIEL ET AL	7,500	3,000	GRIFFIN NATHANIEL ET AL	TRUE
1528691	[redacted]	11,300	-	CITY OF COLLEGE PARK BUSINESS	11,700	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528704	[redacted]	7,900	-	COLLEGE PARK BUSINESS & INDUST	8,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528712	[redacted]	9,700	-	COLLEGE PARK BUSINESS & INDUST	10,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528721	[redacted]	3,600	1,440	MARCHMAN FARMS LLC	3,800	1,520	MARCHMAN FARMS LLC	TRUE
1528739	[redacted]	9,700	-	COLLEGE PARK BUSINESS & INDUST	10,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528747	[redacted]	7,900	-	COLLEGE PARK BUSINESS & INDUST	8,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528755	[redacted]	8,400	-	COLLEGE PARK BUSINESS & INDUST	8,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528763	[redacted]	9,400	-	CTIY OF ATLANTA	9,900	-	CTIY OF ATLANTA	TRUE
1528771	[redacted]	3,600	-	COLLEGE PARK BUSINESS & INDUST	3,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528780	[redacted]	3,600	-	COLLEGE PARK BUSINESS & INDUST	3,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528798	[redacted]	16,000	-	COLLEGE PARK BUSINESS & INDUST	3,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528801	[redacted]	8,800	-	COLLEGE PARK BUSINESS & INDUST	9,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528810	[redacted]	2,500	1,000	STEVENS DIXIE EXTRX	2,600	1,040	STEVENS DIXIE EXTRX	TRUE
1528828	[redacted]	11,500	-	CITY OF ATLANTA	12,000	-	CITY OF ATLANTA	TRUE
1528836	[redacted]	8,500	-	COLLEGE PARK BUSINESS & INDUST	8,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528861	[redacted]	7,100	2,840	BUTLER STREET COMMUNITY DEVELO	7,400	2,960	BUTLER STREET COMMUNITY DEVELO	TRUE
1528879	[redacted]	3,600	1,440	UNITED FULL GOSPEL ORDINATION	3,800	1,520	UNITED FULL GOSPEL ORDINATION	TRUE
1528887	[redacted]	7,800	-	COLLEGE PARK BUSINESS & INDUST	8,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528895	[redacted]	3,600	1,440	UNITED FULL GOSPEL ORDINATION	3,800	1,520	UNITED FULL GOSPEL ORDINATION	TRUE
1528909	[redacted]	9,400	-	COLLEGE PARK BUSINESS & INDUST	9,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528917	[redacted]	10,700	-	COLLEGE PARK BUSINESS & INDUST	11,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528925	[redacted]	9,300	-	COLLEGE PARK BUSINESS & INDUST	9,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528933	[redacted]	10,200	-	CITY OF COLLEGE PARK BUSINESS	10,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1528941	[redacted]	9,800	-	CITY OF ATLANTA	10,300	-	CITY OF ATLANTA	TRUE
1528950	[redacted]	7,600	-	COLLEGE PARK BUSINESS & INDUST	7,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528968	[redacted]	11,000	-	COLLEGE PARK BUSINESS & INDUST	11,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528976	[redacted]	3,600	-	COLLEGE PARK BUSINESS & INDUST	3,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528984	[redacted]	3,600	-	COLLEGE PARK BUSINESS & INDUST	3,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1528992	[redacted]	10,200	-	COLLEGE PARK BUSINESS & INDUST	10,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529000	[redacted]	3,600	-	CITY OF COLLEGE PARK BUSINESS	3,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529018	[redacted]	3,600	-	COLLEGE PARK BUSINESS & INDUST	3,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529026	[redacted]	8,600	-	COLLEGE PARK BUSINESS & INDUST	9,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529034	[redacted]	8,100	-	COLLEGE PARK BUSINESS & INDUST	8,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529042	[redacted]	8,100	-	COLLEGE PARK BUSINESS & INDUST	8,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529051	[redacted]	3,600	1,440	GREER CHARLIE M	7,500	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1529069	[redacted]	10,400	-	COLLEGE PARK BUSINESS & INDUST	10,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529077	[redacted]	3,600	1,440	GRIER JEFFREY L	3,800	1,520	GRIER JEFFREY L	TRUE
1529085	[redacted]	8,600	-	COLLEGE PARK BUSINESS & INDUST	9,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529093	[redacted]	7,600	-	COLLEGE PARK BUSINESS & INDUST	7,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529107	[redacted]	7,600	-	COLLEGE PARK BUSINESS & INDUST	7,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529115	[redacted]	9,600	-	COLLEGE PARK BUSINESS & INDUST	10,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529123	[redacted]	3,600	1,440	DIXON MELVIN & JESSIE	3,800	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1529131	[redacted]	10,000	-	COLLEGE PARK BUSINESS & INDUST	10,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529140	[redacted]	10,800	-	COLLEGE PARK BUSINESS & INDUST	11,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529158	[redacted]	72,600	-	CITY OF COLLEGE PARK BUSINESS	16,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529166	[redacted]	1,800	720	STEVENS DIXIE EXTR	1,900	760	STEVENS DIXIE EXTR	TRUE
1529174	[redacted]	1,900	760	STEVENS DIXIE EXTR	2,000	800	STEVENS DIXIE EXTR	TRUE
1529182	[redacted]	6,100	-	COLLEGE PARK BUSINESS & INDUST	6,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529191	[redacted]	6,600	-	CITY OF COLLEGE PARK BUSINESS	6,800	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529204	[redacted]	6,300	-	CITY OF COLLEGE PARK BUSINESS	6,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529212	[redacted]	10,300	-	COLLEGE PARK BUSINESS & INDUST	10,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529221	[redacted]	8,500	-	COLLEGE PARK BUSINESS & INDUST	8,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529239	[redacted]	8,900	-	COLLEGE PARK BUSINESS & INDUST	9,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529247	[redacted]	1,200	-	COLLEGE PARK BUSINESS & INDUST	1,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
5153762	[redacted]	83,500	-	COLLEGE PARK BUSINESS & INDUST	83,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529255	[redacted]	17,600	-	CITY OF COLLEGE PARK	18,400	-	CITY OF COLLEGE PARK	TRUE
1529263	[redacted]	7,200	-	CITY OF COLLEGE PARK	7,500	-	CITY OF COLLEGE PARK	TRUE
1529271	[redacted]	7,100	2,840	JENNINGS ARDELLA S	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1529280	[redacted]	7,100	-	CITY OF COLLEGE PARK BUSINESS	7,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529298	[redacted]	145,400	-	CITY OF COLLEGE PARK BUSINESS	145,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529301	[redacted]	19,200	7,680	TAFDA INC	51,300	20,520	TAFDA INC	TRUE
1529310	[redacted]	19,200	7,680	TAFDA INC	59,900	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1529328	[redacted]	148,500	-	CITY OF COLLEGE PARK BUSINESS	148,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529336	[redacted]	7,100	2,840	COOPER GEARY D &	7,400	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1529344	[redacted]	141,900	-	CITY OF COLLEGE PARK BUSINESS	141,900	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529352	[redacted]	106,300	-	CITY OF COLLEGE PARK BUSINESS	106,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529361	[redacted]	141,100	-	CITY OF COLLEGE PARK BUSINESS	141,100	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529379	[redacted]	106,300	-	CITY OF COLLEGE PARK BUSINESS	106,300	-	CITY OF COLLEGE PARK BUSINESS	TRUE

2555947	[redacted]	160,100	-	CITY OF COLLEGE PARK BUSINESS	160,100	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529417	[redacted]	27,200	-	CITY OF COLLEGE PARK	27,400	-	CITY OF COLLEGE PARK	TRUE
1529425	[redacted]	213,800	-	CITY OF COLLEGE PARK	213,800	-	CITY OF COLLEGE PARK	TRUE
1529433	[redacted]	21,000	-	CITY OF COLLEGE PARK	21,200	-	CITY OF COLLEGE PARK	TRUE
1529441	[redacted]	2,500	1,000	STEVENS DIXIE EXTR	2,600	1,040	STEVENS DIXIE EXTR	TRUE
1529450	[redacted]	10,700	-	COLLEGE PARK BUSINESS & INDUST	11,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529468	[redacted]	3,500	-	COLLEGE PARK BUSINESS & INDUST	3,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529476	[redacted]	9,400	-	COLLEGE PARK BUSINESS & INDUST	9,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529484	[redacted]	8,900	-	COLLEGE PARK BUSINESS & INDUST	9,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529492	[redacted]	9,600	-	COLLEGE PARK BUSINESS & INDUST	10,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529506	[redacted]	8,100	-	COLLEGE PARK BUSINESS & INDUST	8,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529514	[redacted]	8,400	-	COLLEGE PARK BUSINESS & INDUST	8,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529522	[redacted]	13,400	-	COLLEGE PARK BUSINESS & INDUST	14,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529531	[redacted]	9,000	-	COLLEGE PARK BUSINESS & INDUST	9,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529549	[redacted]	10,000	-	COLLEGE PARK BUSINESS & INDUST	10,500	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529557	[redacted]	3,600	-	COLLEGE PARK BUSINESS & INDUST	3,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529565	[redacted]	7,400	-	COLLEGE PARK BUSINESS & INDUST	7,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529573	[redacted]	9,300	-	COLLEGE PARK BUSINESS & INDUST	9,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529581	[redacted]	8,900	-	COLLEGE PARK BUSINESS & INDUST	9,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529590	[redacted]	7,300	-	COLLEGE PARK BUSINESS & INDUST	7,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529603	[redacted]	7,300	-	COLLEGE PARK BUSINESS & INDUST	7,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529611	[redacted]	11,400	-	COLLEGE PARK BUSINESS & INDUST	11,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529620	[redacted]	11,200	-	COLLEGE PARK BUSINESS & INDUST	11,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529638	[redacted]	9,300	-	COLLEGE PARK BUSINESS & INDUST	9,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529646	[redacted]	17,500	-	COLLEGE PARK BUSINESS & INDUST	17,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529654	[redacted]	11,800	-	COLLEGE PARK BUSINESS & INDUST	12,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529662	[redacted]	17,100	-	COLLEGE PARK BUSINESS & INDUST	17,300	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529671	[redacted]	15,300	-	CITY OF COLLEGE PARK BUSINESS	15,400	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529689	[redacted]	15,800	-	CITY OF COLLEGE PARK BUSINESS	16,000	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529697	[redacted]	16,400	-	CITY OF COLLEGE PARK BUSINESS	16,500	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529701	[redacted]	9,800	-	COLLEGE PARK BUSINESS & INDUST	10,200	-	COLLEGE PARK BUSINESS & INDUST	TRUE
2555955	[redacted]	194,700	-	COLLEGE PARK BUSINESS & INDUST	194,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529719	[redacted]	9,500	-	COLLEGE PARK BUSINESS & INDUST	9,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529727	[redacted]	4,500	-	COLLEGE PARK BUSINESS & INDUST	4,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529735	[redacted]	8,000	-	COLLEGE PARK BUSINESS & INDUST	8,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
5153754	[redacted]	511,600	-	COLLEGE PARK BUSINESS & INDUST	511,100	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529751	[redacted]	11,300	-	COLLEGE PARK BUSINESS & INDUST	11,800	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529760	[redacted]	26,100	-	COLLEGE PARK BUSINESS & INDUST	26,400	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529778	[redacted]	27,700	-	COLLEGE PARK BUSINESS & INDUST	28,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529786	[redacted]	14,000	-	CITY OF COLLEGE PARK BUSINESS	14,600	-	CITY OF COLLEGE PARK BUSINESS	TRUE
1529794	[redacted]	12,100	-	COLLEGE PARK BUSINESS & INDUST	12,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529808	[redacted]	28,400	-	COLLEGE PARK BUSINESS & INDUST	28,700	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529816	[redacted]	21,300	-	COLLEGE PARK BUSINESS & INDUST	21,600	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529824	[redacted]	38,600	-	COLLEGE PARK BUSINESS & INDUST	38,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1529859	14 -0193- LL-032-2	72,000	28,800	ELLIS ROBERT M	194,600	77,840	ELLIS ROBERT M	TRUE
1529867	14 -0193- LL-033-0	49,600	19,840	JACKSON JOAN B	148,900	59,560	JACKSON JOAN B	TRUE
2524626	14 -0193- LL-107-2	210,600	-	CITY OF COLLEGE PARK	210,600	-	CITY OF COLLEGE PARK BUILDING	FALSE
1530008	14 -0193- LL-111-4	2,600,000	1,040,000	LR ATLANTA WALLY PARK LLC	10,572,100	4,228,840	LR ATLANTA WALLY PARK LLC	TRUE
6161011	14 -0193- LL-127-0	1,012,500	405,000	ATLANTA AIRPORT PARKING I LLC	1,012,500	405,000	ATLANTA AIRPORT PARKING I LLC	TRUE
6161003	14 -0193- LL-128-8	2,577,900	1,031,160	ATLANTA AIRPORT PARKING I LLC	2,577,900	1,031,160	ATLANTA AIRPORT PARKING I LLC	TRUE
1530580	[redacted]	30,800	12,320	H B ENTERPRISES	191,800	76,720	H B ENTERPRISES	TRUE
1530598	[redacted]	50,900	20,360	ALLEN JUDITH CECILIA	98,500	39,400	ALLEN JUDITH CECILIA	TRUE
1530601	[redacted]	108,000	-	COLLEGE PARK BUSINESS & INDUST	108,000	-	COLLEGE PARK BUSINESS & INDUST	TRUE
1530610	[redacted]	140,500	56,200	INTERNATIONAL LEADERSHIP	140,500	56,200	INTERNATIONAL LEADERSHIP	TRUE
1530628	[redacted]	404,800	-	CITY OF ATLANTA	404,800	-	CITY OF ATLANTA	TRUE
1530636	[redacted]	140,900	-	COLLEGE PARK BUSINESS & INDUST	140,900	-	COLLEGE PARK BUSINESS & INDUST	TRUE
2524669	[redacted]	12,000	-	FULTON COUNTY	43,000	-	FULTON COUNTY	TRUE
1530679	[redacted]	75,000	30,000	WILKINS DOROTHEA W	40,000	-	CITY OF COLLEGE PARK BUSINESS	FALSE
1530687	[redacted]	75,000	30,000	FLORENCE B HILL REVOCABLE TRUS	75,000	30,000	FLORENCE B HILL REVOCABLE TRUS	TRUE
1530695	[redacted]	281,400	-	CITY OF ATLANTA A MUNICIPAL	280,900	-	CITY OF ATLANTA A MUNICIPAL	TRUE
1530709	[redacted]	333,900	-	CITY OF ATLANTA	333,900	-	CITY OF ATLANTA	TRUE
1530717	[redacted]	36,000	14,400	CHEELY GARY M & RICHARD W	45,000	18,000	CHEELY GARY M & RICHARD W	TRUE
2524677	[redacted]	10,100	-	FULTON COUNTY	36,000	-	FULTON COUNTY	TRUE
1530725	[redacted]	12,200	-	FULTON COUNTY	43,900	-	FULTON COUNTY	TRUE
1530733	[redacted]	1,440,000	576,000	PARSONS R W INC	910,800	-	COLLEGE PARK BUILDING & INDUST	FALSE
1530741	[redacted]	179,900	-	CITY OF ATLANTA	179,900	-	CITY OF ATLANTA	TRUE
		163,201,342	27,748,930		196,908,470	37,833,400		
					TAD Growth %	26.65%		
					FMV of Taxable Value	94,583,500		

EXHIBIT IV

Purchase and Sales Agreement for

RESIDENTIAL Project #1

SOUTHEAST CAPITAL

Leadership

SEC's senior leadership team is adept at identifying and executing on opportunities in all areas of multi-family investment, development, and management. Each team member brings experiences and strengths that collectively create an unparalleled group of professionals. The senior management team is precise in its ability to ensure universal coverage and continuity as a project progresses through each stage. As a result, SEC is able to originate, analyze, and act on potential development opportunities at the forefront of the investment cycle, and is not beholden to any one trend or investment thesis, regardless of market conditions.

Jay T. Clark
Founder & CEO

Jay is Founder & CEO of SEC, a real estate investment and development company based in Atlanta, Georgia. Jay began his professional career in public accounting and later founded Apartment Realty Advisors ("ARA"), a real estate brokerage firm, in 1993. After successfully selling ARA, Jay focused exclusively on SEC with initial investments in multi-family. The company continues to focus on multi-family and residential communities throughout Georgia and the Southeast.

Jay is highly regarded as an expert in the multi-family and residential marketplace and has been the General Partner on over $1 billion of residential acquisitions and developments. Under Jay's direction, SEC has received multiple project honors and awards, including Community of the Year (Smyrna Grove) and 50+ Community of the Year (Soleil Laurel Canyon), both from the Greater Atlanta Home Builders Association.

Jay received a bachelors degree in Business Administration from the University of Tennessee at Chattanooga. Jay is a licensed Georgia real estate broker and a previous Certified Public Accountant. He is an active member of the National Multi-Family Housing Council and Urban Land Institute.

Hugh L. Nelson
Chief Financial Officer

Hugh is the Chief Financial Officer and joined SEC in 2001. He presides over all financial matters of the company, including accounting, finance, risk management, investor relations, and human resources. Hugh has in-depth accounting experience having been a CPA for 20 years in several major industries including non-profit, public accounting and real estate.

Hugh is responsible for project-level accounting and asset management reporting for the company's real estate portfolio, which is comprised of complex and diverse ownership and partnership structures. Hugh is also actively involved with the evaluation, debt and equity structuring, and due diligence of potential real estate development pursuits.

Hugh earned a B.S with a double major in Accounting and Finance from Florida State University. He was a Certified Public Accountant from 1998 through 2017. Hugh's current and/or former memberships include The Georgia Society of Certified Public Accountants, Inc. and The American Institute of Certified Public Accountants.

Timothy Laumakis
Vice President - Capital Markets & Development

Tim Joined SEC in 2018 and is Vice President of Capital Markets & Development. Tim is responsible for establishing and maintaining partnerships with investors and for securing debt and equity capital for SEC's real estate initiatives. He is also involved with development activities for the firm's multi-family and residential projects. Over his career, Tim has been involved in relevant real estate investment and development projects and capital market transactions, totaling over $1 billion of value.

Prior to SEC, Tim was Founder and Managing Principal of Veridian Real Estate Partners where he advised on real estate development pursuits totaling $150 million. Tim previously held senior level positions with Novare Group and Regent Partners where he was responsible for high-rise, mixed-used residential condominium development projects valued in excess of $400 million and totaling over 1,000 residential units and 50,000 square feet of retail space. In addition, as Group Vice President with SunTrust Bank, Tim managed a $500 million real estate portfolio and underwrote, structured, and closed more than $300 million in bank-owned property dispositions. Tim also underwrote and structured over $600 million in sale-leaseback and build-to-suit finance mandates as a Senior Associate with SunTrust Bank and over $50 million in land-secured bond financings as a Senior Associate with DPFG, Inc. Tim began his real estate career as a project engineer with CH2M Hill.

Tim holds a B.S. (Magna Cum Laude with honors) and M.S. in Civil Engineering from Drexel University and an MBA in Finance from the Fuqua School of Business at Duke University. He is a registered Professional Engineer, a licensed real estate broker in Georgia and North Carolina, and an active member of the Urban Land Institute.

John S. Huckaby
Vice President - Operations

John joined SEC in 2016 and is Vice President of Operations. He has 28 years of leadership experience in the investment, development, sales, and operations of multi-family and residential real estate. At SEC John is responsible for construction services, marketing, sales, and asset management for ground-up and completed multi-family and residential properties. Throughout his career John has closed more than $1 billion in transactions including $450 million in multi-family transactions, with many of the top REITS and private capital funds, as well as aggregate residential condominium sales in excess of $650 million.

Prior to SEC, John held a senior leadership role with ST Residential, the consortium formed by Starwood Capital and the FDIC. John was instrumental in the launch, marketing and liquidation of ST Residential's Atlanta real estate portfolio, comprising approximately $500 million in residential condominium sales (1,200 units), an $89 million bulk-sale of a fractured condo, the disposition of 32,000 square feet of retail space, the sale of two entitled land parcels, and the sale of some 1,200 condominium units to individual end-users.

John received a B.A. in Communication from The University of Alabama. He is a licensed real estate agent in Georgia and holds several certifications from the Institute of Real Estate Management, the National Apartment Association, and the National Manufactured Housing Association.

Heath Hawkins
Vice President - Acquisitions & Development

Heath joined SEC in 2018 and is Vice President of Acquisitions & Development with a primary focus on multi-family ground-up developments. Heath has extensive experience throughout the Southeast and has been directly responsible for the acquisition and development of 7,000 multi-family units over his career. At SEC Heath is responsible for the site origination, underwriting, contract negotiations, and due diligence related to potential land acquisitions.

Prior to joining SEC, Heath was an Executive Developer with Davis Development's institutional apartment development platform where he completed garden-style multi-family projects in Atlanta, Raleigh, Durham, Charlotte, Charleston, Montgomery, Birmingham and Kansas City.

Heath received a B.S. in Business Administration, with a minor in Marketing, from Georgia College and State University.

Kimball "Kim" Robinson
Vice President – Planning & Development Services

Kim joined SEC in 2013 with the responsibility of shepherding multi-family and residential development projects from acquisition through stabilization. Throughout the entirety of his career, Kim has successfully delivered over 10,000 rental and for-sale multi-family units, some of which were part of complex, mixed-use deals, valued in excess of $750MM. Kim has 30 years of relevant architectural and senior project management experiences which provide unique insights into the pre-development, planning, development, and construction processes. This vantage enables him to preemptively assess and mitigate potential project-related risks.

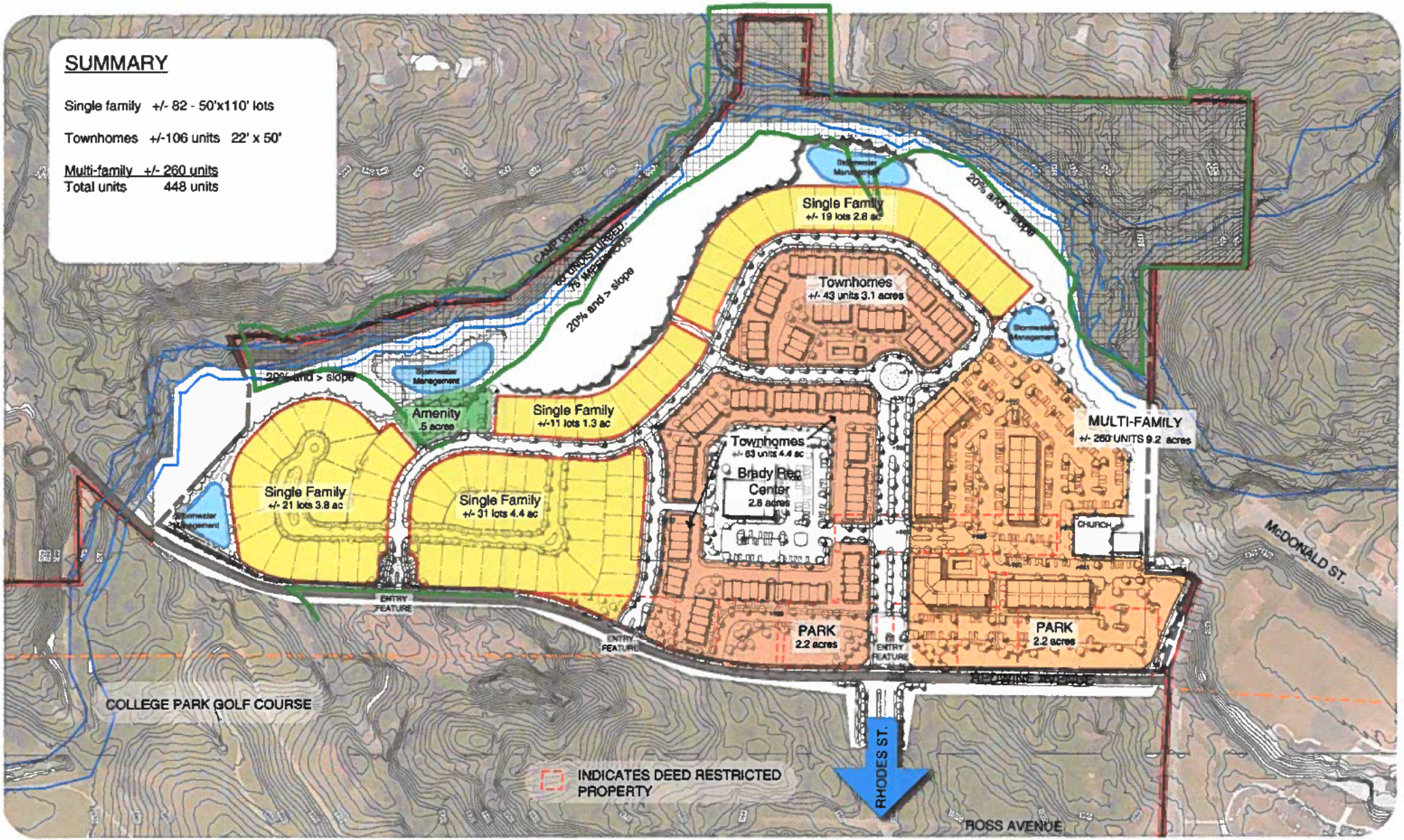
Prior to joining SEC, Kim was the founding Principal of CnF Holdings, a real estate acquisitions and redevelopment group targeting multi-family market and off-campus, student housing rental assets located throughout Atlanta, Georgia. Kim earned a B.A. in History, with a minor in English, from the University of North Carolina in Chapel Hill, and a Masters of Architecture from the University of Pennsylvania. He is an active member of the American Institute of Architects and Urban Land Institute.

Greg Storm
Assistant Vice President - Development & Investments

Greg joined SEC in 2014 and is Assistant Vice President of Development and Asset Management. Greg assists with project-related underwriting, development, investor relations, and asset management activities for ground-up projects and completed properties. Greg brings in-depth real estate finance and asset management experience, including his work with Freddie Mac, Fannie Mae, CMBS, as well as investment and international banks, which is critical throughout the entire life-cycle of SEC's assets.

Prior to joining SEC, Greg was a commercial real estate asset manager for Grandbridge Real Estate Capital and TriMont Real Estate Advisors. In these positions he oversaw performing and non-performing commercial loans and managed a loan portfolio in excess of $1 billion.

Greg graduated Magna Cum Laude with a B.S. in Real Estate Management from Florida State University.



New Road (100' ROW)
to
Camp Creek Parkway

NORTH

SCALE: 1" = 100'

Sept. 30, 2019

LANDSCAPE ARCHITECTURE DESIGN PLANNING

Southeast Capital Companies - Airport City College Park, GA

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (hereinafter sometimes referred to as this "**Agreement**") is hereby made and entered into as of September 30, 2019 ("**Date of this Agreement**"), by and between **COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia (hereinafter referred to as "**Seller**" or "**BIDA**"), **SOUTHEAST CAPITAL LAND, LLC**, a Georgia limited liability company (hereinafter referred to as "**Purchaser**"), and **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter referred to as the "**Escrow Agent**"). Seller, Purchaser, and the Escrow Agent are at times referred to herein individually as "**Party**" or collectively as the "**Parties.**"

WITNESSETH THAT:

WHEREAS, Seller owns, or will obtain title from the City of College Park prior to Closing (as hereinafter defined) to, FIFTY SIX (56) ACRES (more or less) of vacant and partially developed land located in College Park, Fulton County Georgia, which land is further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements, privileges and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon (the "**Property**"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, the Property; and,

WHEREAS, Seller and Purchaser contemplate, among other things, Purchaser's development of the Property as a single family residential community, a townhome community and a multifamily apartment community (the "**Project**") to be developed, in each case, pursuant to the development plan set forth on "Exhibit B" attached hereto and by this reference made a part hereof (the "**Development Plan**"); and

WHEREAS, Purchaser will carry out and/or oversee the design, financing, construction, development, operation and management of the Project, in accordance with, and subject to, the terms generally outlined and/or referred to herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1) **Purchase and Sale.** Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase the Property, subject to and in accordance with the terms and conditions set forth herein.

2) **Purchase Price.** The purchase price for the conveyance of the Property to be paid by Purchaser to Seller shall be an amount based upon the unit count of apartments, townhouses and single family homes approved by the City of College Park during the Approvals Period (as hereinafter defined), as calculated per the Development Plan (the "Purchase Price"); provided, however, that the Purchase Price shall not be less than EIGHT MILLION TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($8,029,500.00). The Purchase Price

shall be paid by Purchaser at Closing (as hereinafter defined) by wire-transfer, subject to any adjustments, credits or prorations provided herein.

3) **Deposit; Escrow Agent.**

a) Within five (5) business days after the Date of this Agreement, Purchaser will deliver to the Escrow Agent the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) as an escrow deposit (together, with any additional earnest money deposited pursuant to this Agreement, the "**Deposit**") (which, conditioned upon Purchaser's delivery of the Notice to Proceed (as hereinafter defined), shall be nonrefundable except as in this Agreement).

b) The Deposit shall be held in escrow by the Escrow Agent in an interest-bearing account at a financial institution insured by the Federal Deposit Insurance Corporation. The term Deposit shall include all interest accrued thereon. If and when there is a closing of the transaction contemplated hereby, then the Deposit shall be applied against the Purchase Price at the time of Closing.

c) Seller's Default. If the sale of the Property is not consummated due to Seller's default hereunder, then Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) terminate this agreement and receive (i) a refund from Escrow Agent of the Deposit, and (ii) payment by Seller of all costs, expenses and other damages incurred by Purchaser in entering into this transaction and preparing to close on the Property not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) (the "**Ceiling**"), in which event neither party shall have any further rights or obligations hereunder; or (2) enforce specific performance of this Agreement; provided, however, if the remedy of specific performance is unavailable due to the default of Seller, Purchaser may recover the costs, expenses and other damages arising out of or relating to Seller's default, not to exceed the Ceiling. Purchaser shall not have any other rights or remedies hereunder as a result of any default by Seller prior to Closing, and Purchaser hereby waives any other such remedy as a result of a default hereunder by Seller.

d) Purchaser's Default. If the sale is not consummated due to any default by Purchaser hereunder, then Seller shall retain the Deposit as liquidated damages (the parties agreeing that actual damages would be impossible to estimate but that the liquidated damages provided herein are a good faith pre-estimate of the actual damages to be suffered by Seller and are not a penalty, Seller and Purchaser intending to provide for liquidated damages for Purchaser's default in the event the sale is not consummated by reason thereof) as Seller's sole and exclusive remedy in which event neither party shall have any further rights or obligations hereunder. Seller expressly waives and relinquishes any and all remedies at law or equity against Purchaser under this Agreement, except the sole limited remedy set forth in this Section 3(d).

e) Upon written notification signed by both Seller and Purchaser that the contemplated sale shall not take place or that this Agreement is terminated as provided herein, the Escrow Agent shall deliver the Deposit as provided in this Agreement; provided, however, that only Purchaser's signed notice will be required in the event Purchaser (i) does not send a Notice to Proceed, or (ii) is unable to obtain the Approvals (as hereinafter defined).

f) The Parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

SELLER PURCHASER

g) In the event of a dispute between the Parties hereto, sufficient in the sole discretion of the Escrow Agent to justify doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Deposit, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

h) Notwithstanding anything to the contrary herein, in any event where the Deposit is to be returned to Purchaser after and conditioned upon Purchaser having sent the Notice to Proceed, unless otherwise stated herein, TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Purchaser in this Agreement, thus making and/or establishing further grounds for making this Agreement the valid and enforceable obligation of Purchaser and Seller even though Purchaser may have certain unilateral termination rights herein.

4) **Purchaser's Inspections; Title And Survey Review**.

a) Initial Inspection Period. Purchaser, its agents and representatives, shall have at all times until one hundred twenty (120) days from the Date of this Agreement (the "**Initial Inspection Period**"), or any extension thereof, and thereafter until Closing if this Agreement has not been terminated pursuant to the terms hereof, to enter upon the Property, including, without limitation, any improvements located thereon, to inspect and investigate each and every aspect of the Property including, without limitation, the following: (1) all matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes; (2) the physical condition and aspects of the Property, including, without limitation, the seismic aspects of the Property, and all other physical and functional aspects of the Property including an examination for the presence or absence of Hazardous Materials, as defined below, which shall be performed or arranged by Purchaser at Purchaser's sole expense. (For purposes of this Agreement, "Hazardous Materials" shall mean inflammable explosives, radioactive materials, asbestos, asbestos–containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, petroleum and petroleum distillates, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws (collectively, "**Environmental Laws**"); (3) any easements and/or access rights affecting the Property; and (4) all other matters affecting the Property including, without limitation, topographical and or ALTA surveys, soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions, the presence of radon, and wetland delineation.

To the extent that any testing disturbs the surface of the Property, Purchaser will, at the expense of Purchaser, restore the Property to as nearly as possible its condition prior to the testing. Purchaser hereby indemnifies Seller and agrees to hold Seller harmless from and against any loss, damage, personal injury, death, property damage, liens, liabilities or expense of any nature whatsoever, including, without limitation, reasonable attorneys' fees actually incurred, which Seller may suffer or incur as a result of the exercise by Purchaser of its rights under this Paragraph; provided, however, the indemnity provided in this Section 4(a) shall not apply to any loss, liability,

cost or expense to the extent arising from or relating to (i) the acts or omissions of Seller or Seller's agents or consultants, (ii) any diminution in value of the Property arising from or relating to matters discovered by Purchaser during its inspections, (iii) any latent defects in the Property discovered by Purchaser, or (iv) any Hazardous Materials which are discovered on or under the Property by Purchaser. This Paragraph shall survive any termination of this Agreement. During the Inspection Period provided for herein, Purchaser shall conduct such inspections and examinations as desired by Purchaser showing to the satisfaction of Purchaser in its sole discretion that the Property is acceptable to Purchaser and is usable by Purchaser (or its assignee as permitted under this Agreement) for the purpose of constructing the Project. If Purchaser determines the Property is satisfactory, Purchaser shall, on or before the expiration of the Inspection Period, notify Seller and Escrow Agent that the Property is satisfactory, and this condition precedent has been satisfied (which notice is herein referred to as the "Notice to Proceed"). If Purchaser, in its sole discretion, does not send the Notice to Proceed on or before the expiration of the Inspection Period, or if Purchaser sends notice to Seller and Escrow Agent before the expiration of the Inspection Period that Purchaser will not be sending the notice to Proceed and Purchaser is terminating this Agreement, this condition precedent shall have failed and Escrow Agent shall return the Deposit to Purchaser in full, and thereafter this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

b) Approval of New Boulevard Plans. At least thirty (30) days prior to the expiration of the Inspection Period, Seller shall provide Purchaser with preliminary plans (the "**New Roadway Plans**"), pertaining to the development of the new right-of-way connecting Camp Creek Parkway to the Property (the "**New Roadway**"), which such plans shall be subject to Purchaser's written approval no later than the expiration of the Inspection Period. Any material changes or amendments to the New Roadway Plans approved by Purchaser pursuant to this Section 4(b) shall require Purchaser's prior approval in Purchaser's sole and absolute discretion.

c) Title Objection. Purchaser shall obtain a commitment of title insurance from a national title agency selected by Purchaser (the "**Title Company**") on or before the expiration of the Initial Inspection Period. On or before the expiration of the Inspection Period, Purchaser shall notify Seller in writing of any objectionable title matter or defect or survey matter or defect (each, a "**Title Objection**", and collectively, the "**Title Objections**") which affects the marketability or insurability of the title to the Property or which adversely affects the use of the Property for the Project, or which Purchaser otherwise deems objectionable in its sole discretion. In the event Seller is notified of any such Title Objections prior to the expiration of the Inspection Period, Seller shall have ten (10) days from receipt of such written notice within which to notify Purchaser of which such Title Objections ("**Seller's Title Letter**") Seller shall satisfy or otherwise cure or otherwise remove. Purchaser shall have the option to be exercised within five (5) business days from receipt of Seller's Title Letter of either accepting the title as proposed by Seller in Seller's Title Letter and waiving any Title Objections which Seller elects not to cure, or, terminating this Agreement by written notice to Seller and receiving a refund of the Deposit which shall immediately be returned to Purchaser by Title Company, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination. In the event Purchaser fails to so respond to Seller's Title Letter or terminate this Agreement as hereinabove provided, and except as provided in sub-paragraphs below, Purchaser shall be deemed to have agreed to

SELLER PURCHASER

accept the title as proposed by Seller and to continue toward closing of the purchase and sale transaction contemplated herein subject to the terms and conditions hereof.

From and after the expiration of the Inspection Period, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey(s), and Purchaser may object to any matters of title first appearing after the effective date of the original title commitment obtained by Purchaser by giving Seller written notice of any such defects or objections within three (3) business days after Purchaser's receipt of same. The title objection and response process provided in the subparagraph above shall then be replayed, and if Seller is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Purchaser shall have the option, to be exercised within five (5) business days from receipt of Seller's written notice, of (i) accepting the title as proposed by Seller in Seller's written notice and waiving any such additional title or survey objections which Seller elects not to cure, (ii) curing such additional title objections, in which event the sums paid by Purchaser to cure such additional title objections, together with Purchaser's reasonable out-of-pocket costs actually incurred in connection therewith, shall be credited against the Purchase Price, or (iii) terminating this Agreement by written notice to Seller and receiving a refund of the Deposit which shall immediately be returned to Purchaser by Title Company, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination.

d) Notwithstanding the foregoing, Seller shall be obligated to cure on or before the date of Closing (i) any encumbrances filed against the Property to secure the repayment of debt, including without limitation, financing, taxes and assessments and (ii) any other Title Objections of a monetary nature attributable to Seller (collectively "**Monetary Liens**"). In addition, Seller shall (i) terminate any maintenance, service and supply contracts applicable to the Property on or before Closing and (ii) terminate any existing tenancy, license or other occupancy rights affecting the Property, including removal of all parties in possession of the Property or any portion thereof ("**Tenancy Rights**"). In the event Purchaser does not provide Seller with notice of any Title Objection on or prior to the expiration of the Inspection Period or, in the event Purchaser fails to terminate this Agreement within ten (10) days after Seller's Title Letter unless Seller therein agrees to satisfy and cure or otherwise remove all Title Objections then objected to by Purchaser, Purchaser shall be deemed to have waived any Title Objection arising from circumstances existing at the expiration of the Inspection Period, other than Monetary Liens, Tenancy Rights, and any Title Objections which Seller agreed to cure pursuant to Section 4(c). If any Monetary Liens, Tenancy Rights or Title Objections which Seller agreed to cure affect the Property as of the date of Closing, Purchaser may, but shall not be obligated to, obtain release of such Monetary Liens or such Title Objections and the termination of such Tenancy Rights and Purchaser's reasonable, out-of-pocket costs actually incurred in connection therewith shall be credited against the Purchase Price. If Purchaser so elects to pursue release of such Monetary Liens or such Title Objections and termination of such Tenancy Rights, the Closing Date shall be extended as necessary for Purchaser to affect the same. Notwithstanding any such election, as long as any Tenancy Rights, Monetary Liens or any such Title Objections which Seller agreed to cure remain in effect, Purchaser may at any time elect (a) to consummate the transaction contemplated by this Agreement without regard to such Monetary Liens, such Title Objections and Tenancy Rights, in which event the Purchase Price shall be adjusted as mutually agreed by the Parties, or (b) to terminate this Agreement, whereupon the Deposit will be refunded in full to Purchaser and no Party shall have

any rights, duties, or obligations hereunder, except those that expressly survive termination of this Agreement.

e) Extension of Initial Inspection Period. Purchaser may extend the Initial Inspection Period for up to two (2) 30-day periods by providing written notice to Seller on or before the expiration of the Initial Inspection Period; provided such extension is subject to the written approval of Seller (such approval not to be unreasonably withheld, conditioned or delayed) (the Initial Inspection Period, as may be extended pursuant to the terms of this Agreement, is referred to herein as the "**Inspection Period**").

f) Seller's Deliveries. On or prior to the Date of this Agreement, Seller shall deliver to Purchaser the **Seller Deliverable Items** (as hereinafter defined) described herein relating to the Property. As used herein, "**Seller Deliverable Items**" shall mean those items identified on Exhibit "C" attached hereto and made a part hereof. By furnishing Purchaser with the Seller Deliverable Items, Seller does not make any warranty or representation with respect to the accuracy, completeness, conclusions or statements expressed in such materials, nor does Seller represent or warrant that these are the sole materials now available with respect to the matters covered thereby; provided, however, that Seller does affirmatively represent and warrant (the following being the "**SDI Representations**") that (i) as of the Date of this Agreement such information is the only information in Seller's possession related thereto, (ii) Seller has no knowledge that any of the Seller Deliverable Items are inaccurate or incomplete and (iii) Seller warrants that Seller has not altered any of the Seller Deliverable Items prior to delivery to Purchaser. Subject to the SDI Representations, Purchaser acknowledges that Purchaser will rely solely on studies, if any, performed under Purchaser's direction. Seller assumes no duty to furnish Purchaser with any updates of the Seller Deliverable Items unless Seller learns that any such Seller Deliverable Item is untrue or Purchaser requests such an update. Except to the extent that the SDI Representations are untrue, Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in any Seller Deliverable Items so furnished, and any and all claims arising out of any duty of Seller to acquire, seek or obtain materials.

g) Development of Regional Impact, Permitting and Zoning. On or before the expiration of the Initial Inspection Period, Seller shall initiate the Development of Regional Impact (the "**DRI**") process with the Georgia Department of Community Affairs (or its regional commission, if applicable), and Seller shall diligently pursue the DRI process to its completion. Upon Seller's receipt of the DRI advisory report provided by the Georgia Department of Community Affairs (or its regional commission, if applicable), Seller shall immediately provide a copy of same to Purchaser. Purchaser shall have six (6) months after the date that it receives a copy of the DRI Advisory Report from Seller (as may be extended, the "Approvals Period") to confirm that the zoning of the Property will support Purchaser's intended development and operation of the Project ("**Project Zoning**"), and Purchaser shall apply for and receive all necessary approvals and permits, prior to Closing, from the City of College Park (or appropriate governmental agency) to commence the Project, including but not limited to (to the extent required) (i) a parking variance, (ii) a land disturbance permit, (iii) a building permit, (iv) DRI approval, (v) zoning approval, and (vi) any other such permits or approvals deemed necessary and appropriate by Purchaser (the "**Approvals**"). If Purchaser determines that the Project's currently existing zoning does not allow for the development and operation of the Project, or if Purchaser is unable to timely obtain the Approvals, Purchaser shall have the right to pursue a rezoning of the Property or any needed variance required in connection with the Project Zoning and/or to apply for and obtain the

Approvals, at Purchaser's expense. Seller agrees to fully cooperate with Purchaser in obtaining the Approvals, including, without limitation, the rezoning and permitting of the Property or in pursuing any such variance approval, including execution and delivery of any documents required in connection therewith. If it is determined that the Approvals will not be obtained prior to the expiration of the Approvals Period, Seller agrees that the Approvals Period may be extended for a period of nine (9) months, without payment of an additional fee until such date as the Approvals have been obtained. In the event Purchaser is not able to obtain the Approvals on or before the expiration of the Approvals Period (as may be extended), then Purchaser may elect to either (x) waive such condition and proceed to Closing, or (y) terminate this Agreement by providing written notice to Seller and Escrow Agreement, whereupon the Deposit, less TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) being paid to Seller, shall be returned to Purchaser and this Agreement shall terminate, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

h) Except as otherwise provided in this Agreement and any documents delivered at Closing, Seller has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against Seller, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically provided herein or in any document delivered by Seller at Closing, the Property will be conveyed to Purchaser in "**AS-IS, WHERE IS, WITH ALL FAULTS**" condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property.

i) Seller warrants with respect to the Property that there is no pending, and Seller has no knowledge of, any threatened, condemnation or taking with respect to the Property, nor any litigation or claims concerning said Property, and that there are no leases, written or otherwise, affecting the Property. Further, to the best of Seller's knowledge, there are no hazardous substances or waste on the Property. Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

5) **Recapture and Reconveyance with respect to the Property**

a) If the conditions set forth in this Section 5 are not met, the Seller, in its sole discretion, shall be entitled to demand by written notice (a "**Recapture Notice**") that the Purchaser reconvey the Property to Seller. Such repurchase shall occur on or before the ninetieth (90th) calendar day following the later of (i) the delivery of the Recapture Notice, or (b) the date on which all governmental approvals and consents have been obtained by Seller such that Seller is ready, willing and able to repurchase the Property (such later date hereinafter the "**Repurchase Date**"). The Property shall be repurchased by the Seller at the Purchase Price set forth in this Agreement, with any and all improvements thereon, said improvements being considered as included in the

Purchase Price, and upon the same terms and conditions as contained herein, except that Seller shall not be entitled to any credit for the Deposits (this entire Paragraph being the "**Reconveyance Rights**").

b) The Seller shall be entitled to demand the reconveyance of the Property to Seller in the event Purchaser fails to commence the installation of infrastructure serving the Property, including sewer, water, utilities and roads, as indicated on the development plan submitted pursuant to this Section 5(b) (the "**Infrastructure Improvements**"), on or before the date which is nine (9) months after the date of Closing (such date, as the same may be extended as provided for immediately herein below, the "**Commencement Deadline**"), subject to extensions for force majeure delays. Additionally, Purchaser must submit its development plan with its application for a disturbance permit to the applicable governmental authorities prior to the Commencement Deadline. Seller shall make every reasonably good faith effort to allow such development to commence on or before the Commencement Deadline, and, in the event Purchaser is diligently pursuing the commencement of such development as of the Commencement Deadline, Seller shall grant to Purchaser an extension of the Commencement Deadline for an additional six (6) month period, as warranted under the circumstances for the extension, at no cost to Purchaser.

c) Once Purchaser commences construction, Purchaser shall diligently prosecute the installation of the Infrastructure Improvements to substantial completion, and shall use commercially reasonable efforts to substantially complete (or cause the substantial completion of) the installation of said Infrastructure Improvements, no later than fifteen (15) months after the issuance of the land disturbance permit (the "**Project Completion Deadline**"), subject to extensions for force majeure delays. For purposes of this Section 5, "completion", "substantial completion" and words of similar import shall mean the expenditure by Purchaser of Eight Million and No/100 Dollars in total hard and soft costs on the Infrastructure Improvements. In the event Purchaser does not substantially complete the installation by this date, then Seller may, at its option and in its sole discretion, exercise the Reconveyance Rights. In addition, Purchaser shall construct all the amenities for the single family and townhome portion of the planned development before the certificate of occupancy for the multifamily apartment phase of the Project is obtained, as set forth in Section 24 hereof. These amenities include but are not limited to the swimming pool, club house, adjoining restroom facilities and playground.

d) Seller's right to demand reconveyance of the Property shall be Seller's sole and exclusive remedy for such a failure to begin by the Commencement Deadline or, in the event the Infrastructure Improvements is not substantially completed by the Completion Deadline (in each case, subject to extensions for force majeure delays), Seller may, in its sole discretion, demand reconveyance of the Property. Except for limiting Seller's remedies in connection with the failure to commence or substantially complete the Infrastructure Improvements, the foregoing sentence shall not otherwise affect Seller's rights and remedies under this Agreement. If, with respect to such a failure of development to begin on the Property on or before the Commencement Deadline, Seller does not send the Recapture Notice to Purchaser on or before the ninetieth (90th) day after the Commencement Deadline, as a result of the failure of the commencement then Seller's right to demand reconveyance of the Property shall be waived and forever forfeited. If, with respect to a failure of the Infrastructure Improvements to be substantially completed on or before the Completion Deadline, Seller does not send the Recapture Notice to Purchaser on or before the ninetieth (90th) day after the installation Completion Deadline, then Seller's right to demand

reconveyance of the Property as a result of the failure to substantially complete the Infrastructure Improvements shall be waived and forever forfeited.

e) In the event the foregoing requirements regarding the commencement or substantial completion of development on the Infrastructure Improvements shall be satisfied, or Seller's waiver of its Reconveyance Rights as provided hereinabove, Seller shall execute and record such instrument as Purchaser may reasonably request to evidence such satisfaction and/or waiver; provided, however, Seller's failure to do so shall not affect such satisfaction or waiver and in the event Seller fails to do so Purchaser may unilaterally record an instrument evidencing such satisfaction or waiver.

f) Notwithstanding anything to the contrary contained herein, in the event Seller delivers a Recapture Notice but the development of the Infrastructure Improvements commences or is substantially completed prior to the Repurchase Date, then the failure to timely commence or substantially complete such development shall be deemed cured and the Reconveyance Rights shall be waived, forever forfeited and of no further force and effect. In addition, and notwithstanding any other provision of this Paragraph, the Commencement Deadline and the Project Completion Deadline shall each be extended for force majeure, including, without limitation, war, strikes, fires, floods, acts of God, governmental restrictions or moratoria, or power failures.

g) In the event either Purchaser's Lender (as hereinafter defined) or Purchaser's equity partner requests ("**Recapture Removal Request**") that the Reconveyance Rights be removed from the Agreement in order for Purchaser's Lender to approve its loan to Purchaser or for Purchaser's equity partner to enter into a joint venture arrangement with Purchaser, as evidenced by a letter from Purchaser's Lender or Purchaser's equity partner to Seller or Seller's attorney requesting said removal, which removal shall also be subject to Purchaser maintaining a performance bond (the "**Infrastructure Bond**") guarantying substantial completion of the Infrastructure Improvements in full force and effect until the Purchaser has delivered sufficient proof that up to Eight Million and No/100 Dollars ($8,000,000.00) in total hard costs and soft costs has been expended on the Infrastructure Improvements to constitute substantial completion, then in that event, Seller agrees, that, notwithstanding anything to the contrary, this Section 5, including, without limitation, the Reconveyance Rights, shall be unilaterally and automatically stricken from this Agreement upon receipt of such Recapture Removal Request without the requirement of further approval by Seller.

h) In the event that Purchaser obtains construction financing for the Project, and, as a condition of such financing, Purchaser's Lender ("**Purchaser's Lender**") requires Purchaser to maintain a performance bond until the Project is complete, Purchaser's obtainment and maintenance of such performance bond requested by Purchaser's Lender shall satisfy Purchaser's obligation to maintain the Infrastructure Bond set forth in Section 5(g) above. Notwithstanding anything else to the contrary contained herein, the City of College Park shall not issue building permits for the Project until Purchaser provides proof that it has secured either (i) the Infrastructure Bond or (ii) the performance bond required by Purchaser's Lender, which such performance bond guarantees the substantial completion of the Infrastructure Improvements. Notwithstanding anything to the contrary in this Section 5, the parties agree that Purchaser's development obligations pursuant to this Section 5 shall be satisfied at such time as Purchaser has expended Eight Million and No/100 Dollars ($8,000,000.00) of total hard and soft costs on the Infrastructure Improvements, in which event the Reconveyance Right provided to Seller hereunder shall be null and void.

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i) The provisions of this Paragraph shall survive the Closing. Further, the Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Recapture Removal Request to the contrary. In the event of a breach of this Paragraph by Purchaser that results in the Seller filing a lawsuit to enforce its terms, then in that event Seller shall be entitled to recover from Purchaser expenses of such litigation including attorneys' fees from Purchaser in an amount to be determined by the court where the lawsuit is filed.

6) **Closing.**

a) Closing Conditions to be Satisfied Prior to Closing. Purchaser's obligation to close shall at all times be conditioned upon the following (unless waived by the non-obligated Party; such conditions, the "**Closing Conditions**"):

i) Seller delivering good and marketable fee simple title to the Property by warranty deed subject only to any Permitted Exception as hereinafter defined, and all other items required to be delivered to Purchaser in accordance with the provisions of this Agreement.

ii) The truth and accuracy in all material respects of Seller's Warranties set forth in Section 11 hereof and Representations and Environmental, Health and Safety Matters set forth in Section 12 hereof at the time of this Agreement and as of the Closing Date, and the compliance by Seller with each and every covenant and agreement to be performed on its part in accordance with this Agreement.

iii) Seller promptly providing Purchaser with any written notices it receives with respect to the Property regarding violations at the Property, including without limitation, notices from any governmental agency.

iv) Purchaser having received confirmation that (i) zoning is in place for the intended Project use; and all Approvals have been obtained; (ii) water and sewer are stubbed to the Project site with sufficient plant and line capacity; (iii) any necessary rights of way have been abandoned and re-platted for Purchaser's intended use; (iv) the New Roadway has been designed, permitted and constructed pursuant to the New Roadway Plans; (v) monument signage has been designed and built along Camp Creek Parkway, Princeton Avenue, and Redwine Avenue, with at least two (2) spaces reserved for Purchaser on each monument sign to advertise its multifamily and residential development; and (vi) there is no moratorium in effect in Fulton County which would interfere with, delay or prohibit the installation of utilities required for Purchaser's Project.

v) Seller has removed and capped, in a manner to be reasonably approved by Purchaser, any well or water pump station located on the Property, including any piping, power lines or any equipment used in connection therewith.

b) Closing Date. The consummation of the purchase and sale of the Property contemplated under this Agreement (the "**Closing**") shall be held on or before the date which is thirty 30) days after Purchaser has received confirmation of all of the Closing Conditions having been satisfied. in a manner reasonably acceptable to Purchaser, but no later than the date that is thirty (30) days after Purchaser has obtained the Approvals (the "**Closing Date**"); provided, however, that should Seller fail to satisfy the Closing Conditions within such twelve (12) month period, then Purchaser

may elect, in its sole discretion, to extend the Closing Date up to six (6) months. If such Closing Conditions are not satisfied to Purchaser's reasonable satisfaction on or before the Closing Date (as may be extended), Purchaser may elect either to (x) waive such Closing Conditions and proceed to Closing, or (y) terminate this Agreement by providing written notice to Seller and Escrow Agent on or before the expiration of the Closing Date (as may be extended) whereupon the Deposit, less TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) being paid to Seller, shall be returned to Purchaser and thereafter this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement. Purchaser shall provide to the Seller, or through the Escrow Agent, the exact Closing Date, time, and location within the metropolitan Atlanta area where such Closing will occur. Notice of such Closing Date shall not be less than five (5) business days prior to such Closing Date. The Deposit shall be applied to the Purchase Price at Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

c) Closing Costs. Purchaser shall be responsible for the payment of (i) all costs associated with Purchaser's due diligence, (ii) the premium for the issuance to Purchaser of a standard ALTA Form B Owner's Policy of Title Insurance for the Property, (iii) the costs for preparation and update of the Surveys (as hereinafter defined), (iv) Purchaser's attorney's fees, (v) the recording fees on the Warranty Deed(s) (hereafter defined), and (vi) any escrow fee charged by the Escrow Agent. Seller shall be responsible for the payment of (i) the costs to prepare the Warranty Deed(s) and all other documents necessary to perform Seller's agreements and obligations hereunder, (ii) its own attorney's fees, (iii) any assessments due prior to Closing with respect to the Property, (iv) all real estate transfer taxes, if any, (v) the costs of recording any documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property, and (vi) the fee for Seller's Broker (as defined herein).

d) Real Property Taxes. At Closing, all real and personal ad valorem property taxes imposed on the ownership of the Property, if any, shall be prorated as of the Closing Date. If Closing shall occur before the amount of any of said taxes shall have been determined, the apportionment of such taxes at Closing shall be made on the basis of the tax rate for the immediately preceding year applied to the valuation for the year in which Closing occurs. After Closing, at such time when any of said taxes are capable of an exact determination, the party having the information permitting the exact determination shall send to the other party a detailed calculation of the exact determination so made. Within thirty (30) days after both Seller and Purchaser shall have received such written calculation, Seller or Purchaser, as the case may be, shall pay to the other the net difference between the actual amount and the estimated amount upon which the apportionment was made at Closing. All special assessments or other charges of any type or nature whatsoever against the Property, whether of record or not, payable on or after the Closing Date, shall be prorated at Closing. If the Property is assessed as a part of a tax parcel containing other property, the estimated portion of the entire tax bill allocable to the Property shall be prorated between Seller and Purchaser.

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7) **Conveyance Of Title.**

a) Seller shall convey good and marketable fee simple title to the Property to Purchaser at Closing pursuant to recordable limited warranty deed(s) (in either case, the "**Warranty Deed**") duly executed, witnessed and authorized, free and clear of liens and encumbrances other than (i) Title Objections not cured by Seller and waived or deemed waived by Purchaser in writing, and (ii) any and all matters arising after the date hereof resulting from the acts or omissions of Purchaser ((i) and (ii) hereinafter collectively referred to as "**Permitted Exceptions**"). For purposes of this Paragraph, "good and marketable fee simple title" shall mean fee simple ownership which is marketable title as determined in accordance with the laws of the State of Georgia, as supplemented by the title standards of the State Bar of Georgia and shall exclude any preprinted standard title exceptions set forth in any title insurance commitment obtained by Purchaser. The legal descriptions to be incorporated into each Warranty Deed shall be based on the Surveys provided for in this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto shall exercise commercially reasonable efforts to negotiate in good faith the form of Warranty Deed during the period of time beginning on the Date of this Agreement and ending on the expiration of the Inspection Period, the approval of which shall be evidenced by an amendment to this Agreement signed by Purchaser and Seller and containing such approved form of Warranty Deed.

b) Seller and Purchaser shall each deliver to the other at Closing such documents as may be reasonably required to evidence the authority of such Party for the execution and delivery of the documents to be delivered hereunder.

c) Seller and Purchaser shall execute and deliver to the other at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement, including without limitation, a settlement statement and form 1099. In addition, Seller shall deliver such affidavits as may be required to insure good and marketable fee simple title to the Property as required herein, withholding certificates, and a brokerage affidavit.

d) Seller shall deliver to Purchaser and Title Company at Closing an affidavit reasonably acceptable to Purchaser and Title Company stating that to the knowledge of the person making such affidavit (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property by Seller during the last one hundred (100) days immediately preceding Closing, or if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been or will be paid in full in the ordinary course of business; (ii) that Seller is not a "foreign person" as that term is defined in the I.R.C., Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; (iii) no legal proceedings are pending or to Seller's knowledge threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Purchaser in accordance with this Agreement; and (iv) such other statements as may be reasonably required by Purchaser or Title Company.

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8) **CASUALTY AND CONDEMNATION.**

In the event, at any time between the making of this Agreement and Closing, all or any material portion of the Property is condemned (or threatened to be condemned) by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (i) terminate this Agreement, receive a refund of the Deposit, less TEN THOUSAND AND NO/100 DOLLARS ($10,000.00), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) consummate the purchase of the Property and collect all proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the Parties hereto with no reduction in the Purchase Price. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement, then Seller shall on Closing pay any and all condemnation awards and compensation then received by Seller for the Property to Purchaser. In addition, Seller shall assign to Purchaser all rights and claims of Seller with respect to payment and compensation on account of such taking. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) above in this Paragraph. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have thirty (30) days after Purchaser receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such thirty (30) day period in which to make the election under this Paragraph.

Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may, either at or prior to Closing, (a) terminate this Agreement, in which event neither Party shall have any further right or obligation hereunder, other than the obligations that expressly survive termination, or (b) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's deductible under its insurance policy.

9) **Assignment**. Purchaser may not assign Purchaser's rights or obligations under this Agreement without the prior written consent of Seller; provided, however, Purchaser shall have the right, without obtaining Seller's consent, to assign Purchaser's rights and obligations under this Agreement to (i) any parent, subsidiary or other entity directly or indirectly owned or controlled by or in common ownership with Southeast Capital Companies, LLC (or its affiliate) or other end-user of the Project contemplated by this Agreement to be constructed and developed by Purchaser; and (ii) any entity affiliated with Purchaser (a) in which Southeast Capital Companies, LLC (or its affiliate) owns a direct or indirect interest or (b) which Purchaser controls (in any such case, a "**Permitted Party**"); provided, however, Purchaser shall provide prior notice of such assignment to Seller in writing. Provided further that Purchaser may make no more than two (2) assignments under this Paragraph without obtaining Seller's prior written consent.

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10) **Survival of Closing**. All warranties and representations made herein by either Seller or Purchaser shall survive Closing for a period of one (1) year.

11) **Seller's Representations and Warranties.** Seller represents, warrants and covenants to Purchaser as of the Date of this Agreement and as of the Closing Date that:

a) Seller is duly organized and validly exists as a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia.

b) Seller has complete and full authority to execute this Agreement and to convey to Purchaser title to the Property in accordance with this Agreement without the joinder or consent of any third party.

c) Seller is the owner in fee simple of the Property; provided, however, that with respect to the Property, this representation, warranty and covenant shall only apply as of the Closing Date.

d) Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.

e) Seller has no knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.

f) To the knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Purchaser upon learning of any such assessments.

g) There are no leases or occupancy agreements currently affecting any portion of the Property.

h) Seller has not granted any right-of-first refusal or similar right with respect to the Property and, to the knowledge of Seller, no right-of-first refusal or similar agreement exists in connection with the Property.

i) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

j) Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

k) Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

l) Seller covenants and agrees with Purchaser that from and after the Date of this Agreement and through the Closing (if this Agreement is not sooner terminated), Seller will (1) refrain from

transferring the Property (or any portion thereof) or creating or allowing to be created on the Property any liens, judgment liens, easements, mortgages or other agreements (including, without limitation, leases or service agreements) which will survive Closing; and (2) continue to operate, maintain and repair the Property in compliance with all applicable laws, rules, regulations, ordinances and covenants applicable thereto and in a manner consistent with Seller's current practices.

12) **Environmental, Health And Safety Matters.**

a) To its knowledge, Seller is not subject to any claim, obligation, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Laws or arising out of any act or omission of Seller, or Seller's employees, agents or representatives or arising out of the ownership, use, control or operation by Seller of any facility, site, area or property from which any Hazardous Materials were released into the environment (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air);

b) Seller has received no notice that the Property (or any portion thereof) is in violation of Environmental Laws;

c) Seller has no actual knowledge that the Property contains any asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets; and

d) Seller has not imported any Hazardous Materials (as defined in this Agreement) onto the Property.

13) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or sent via a nationally recognized overnight courier service, addressed as follows:

If to Seller:
College Park Business and Industrial Development Authority
College Park City Hall
3667 Main Street
College Park, Georgia 30337
ATTN: Artie Jones, III, Executive Director

If to Purchaser:
Southeast Capital Land, LLC
2849 Paces Ferry Road
Suite 625
Atlanta, GA 30339
ATTN: Jay T. Clark and Heath D. Hawkins

With a copy to:
Daniel W. Lee, Esq.
Freeman, Mathis & Gary, LP
100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339

With a copy to:
Sanford H. Zatcoff, Esq.
Andrew H. Prussack, Esq
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, GA 30339

Escrow Agent:
First American Title Insurance Company
6 Concourse Parkway NE, Suite 2000

SELLER

PURCHASER

Atlanta, Georgia 30328
ATTN: Ms. Deborah Goodman

or to such other address as the Parties may from time to time designate by notice in writing to the other Parties.

14) **Amendment**. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by Purchaser and Seller.

15) **Surveys**. The Purchaser, at the Purchaser's sole cost and expense, shall obtain from a Georgia Registered Land Surveyor, one or more legal survey(s) showing the Property to be conveyed under this Agreement (each a "**Survey**", and collectively, the "**Surveys**"). Promptly upon receipt of said Survey, the Purchaser shall cause the Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre and shall form the basis of the legal description to be used for the conveyance of the Property, respectively. In the event the Seller disagrees with a Survey, the Seller shall have the right, at the Seller's expense, to have a new survey of the Property (or of the one disputed) prepared. In the event the Purchaser does not accept the Seller's survey, the Purchaser's and the Seller's surveyors shall name a third surveyor to survey the Property (or the one disputed), and the cost thereof shall be divided equally between the Seller and the Purchaser.

16) **Brokers.** Each Party represents and warrants to the other that no commissions are due in connection with the sale of the Property to Purchaser pursuant to this Agreement, with the exception of the commission due from Seller to Ackerman & Co. ("Seller's Broker") pursuant to a separate agreement between Seller and Seller's Broker. Seller will be solely responsible for the payment of Seller's Broker's commission in accordance with the provisions of a separate agreement between Seller and Seller's Broker, and Purchaser shall not have any obligation with respect to the payment due to Seller's Broker by Seller hereunder. Purchaser and Seller shall indemnify the other and save the other wholly harmless against any loss, cost, or other expense, including reasonable attorney's fees, which may be incurred by the harmed party by reason of any breach of the foregoing warranties.

17) **Applicable Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

18) **Waiver**. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. Notwithstanding anything to the contrary contained herein, each of the parties hereby, and only to the extent allowable by law, expressly waives any and all claims against the other arising out of any acts or omissions of the other.

19) **Counterparts.** This Agreement may be executed in several counterparts, each of which is deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

SELLER

PURCHASER

20) **Captions.** All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

21) **Severability.** The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22) **Entire Agreement.** Time is of the essence of this Agreement. In the event that the expiration of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the state in which the Property are located, such date shall be automatically extended to the next applicable business day. This Agreement constitutes the sole and entire agreement of the Parties, supersedes all prior written or oral communications relating the subject matter hereof, and is binding upon Seller and Purchaser, their respective heirs, successors, legal representatives and assigns.

23) **Exclusivity.** During the term of this Agreement, Purchaser and Seller hereby acknowledge and agree that Seller shall not commence, undertake or continue any negotiations with any other party concerning the sale of the Property.

24) **Covenants.** Purchaser acknowledges and agrees that after Closing, but prior to receiving a certificate of occupancy for the multifamily apartment phase of the Project, Purchaser shall develop all common amenities serving the single family and townhome phases of the Project to be constructed on the Property, such amenities shall include but not be limited to swimming pool, clubhouse, etc., which such amenities shall be depicted on the site plan approved by the City of College Park in connection with Purchaser's obtainment of the Approvals. The obligations of Purchaser under this Section 24 shall survive the Closing.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SELLER

PURCHASER

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates written below.

SELLER:
College Park Business and Industrial Development Authority

By: Eleanor Cornelius
Eleanor Cornelius, Chairman
Date: 9-30-19

PURCHASER:
Southeast Capital Land, LLC

By:
Printed: JAMIE [illegible]
Title: MANAGER
Date: 9/23/19

ESCROW AGENT:
First American Title Insurance Company

By:
Printed:
Title:
Date:

EXHIBIT "A"
Property - Legal Description of the Property

56 +/- acres of land located at Redwine Avenue, College Park, Fulton County, Georgia, comprised of the tracts of land identified by the following tax parcel identification numbers:

14 019100060541	14 019200010123	14 019100080226
14 019100080598	14 019200010131	14 019100080234
14 019100080895	14 019200010149	14 019100080242
14 019100080937	14 019200020692	14 019100080259
14 019100080473	14 019200020031	14 019100080267
14 019100060327	14 019200020049	14 019100080275
14 019100080556	14 019200020056	14 019100080887
14 019100080580	14 019200020064	14 019100080606
14 019100080051	14 019200020072	14 019100080614
14 019200010016	14 019200020080	14 019100080622
14 019200010024	14 019200020734	14 019100080630
14 019200010032	14 019200020148	14 019100080655
14 019200010040	14 019200020122	14 019100080705
14 019200010057	14 019200020130	14 019100080713
14 019200010065	14 019100080143	14 019100080747
14 019200010073	14 019100080903	14 019100080754
14 019200010800	14 019100080176	14 019100080796
14 019200010818	14 019100080184	14 019100080788
14 019200010099	14 019100080192	14 019100080770
14 019200010107	14 019100080200	14 019100080861
14 019200010792	14 019100080218	

[Upon completion of the ALTA Survey, the metes and bounds legal description of the Property will be substituted as the final Exhibit "A".]

SELLER

PURCHASER

EXHIBIT "B"
Project

Airport City Valuation as of 02-20-19			
Home Type	**Unit Count**	**Purchase Price**	**Value**
Single Family Homes	82	$30,000/unit	$2,460,000
Townhomes	106	$15,750/unit	$1,669,500
Apartment Homes	260	$15,000/unit	$3,900,000
TOTAL	**448**		**$8,029,500**

SELLER

PURCHASER

EXHIBIT "C"
Seller Deliverables

The following items shall be delivered by Seller to Purchaser, to the extent such items are in Seller's possession or control:

- The most recent title policy or title commitment on the Property together with all related documents.
- The most recent ALTA survey and topographic study for the Property and a copy of the construction blueprints, engineering plans and as-built drawings, if any.
- Legal description of the Property.
- Zoning Compliance Certificate for the Property and all zoning approvals (including variances and any pending applications).
- Declaration of covenants, conditions, restrictions, reservations and easements currently affecting the Property, and drafts of any such documents which Seller desires to record on or before Closing (which such drafts are subject to Purchaser's prior approval).
- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies pertaining to the Property and immediately surrounding tracts.
- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the Property.
- A list of all personal property, if any, owned by Seller, located at the Property, and used or useful in connection with its operation and maintenance, along with the determination by Seller of its intent regarding the disposition of said personal property.
- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties relating to the Property, and copies of same, in Seller's possession or control.
- A schedule of pending litigation, if any, affecting the Property or Seller's ability to convey the property.

SELLER

PURCHASER

EXHIBIT V

Purchase and Sales Agreement for

Hotel Project #1

JUPITER 2

BERKSHIRE HATHAWAY HomeServices
Georgia Properties
COMMERCIAL DIVISION

LETTER OF INTENT

PRESENTED TO THE CITY OF COLLEGE PARK, GA

By

Jupiter Development Inc.

Prepared by Lawrence Williams, Commercial Agent, Berkshire Hathaway Commercial Real Estate

JUPITER DEVELOPMENT INC. 615 Croydon Lane Johns Creek, GA 30022

JUPITER DEVELOPMENT INC.
LETTER OF INTENT

RE: LETTER OF INTENT – AIRPORT CITY HOTEL DEVELOPMENT PROJECT

Dear Mr. Jones,

This letter of intent serves as notice of our sincere interest to acquire and develop property located within the Airport City mixed-use development. A brief description of our proposed development plan is listed below and identifying information for the property has been provided in the attached site plan (Exhibit A)

This Letter of Intent sets forth the terms and conditions under which "Purchaser" will purchase the "Property" from the Owner(s) of the Property (the "Seller"). This letter will serve as the basis for a formal purchase and sale agreement (the "Contract") to be executed and delivered by the parties as set forth below:

OUR COMPANY

For over 20 years our company has strategically acquired and developed sites for retail, office, and hospitality projects. Subsequently, Jupiter Development INC. owns and operates approximately 50 retail centers, fuel stations, and hotels throughout metropolitan Atlanta. Our properties are engineered to maximize the potential of the development site and are beautifully designed for easy integration into the community. The aesthetic design of our properties is modern, conforms to community design guidelines and standards, and we frequently incorporate green space and other architectural elements that compliment and beautify the surrounding areas into our plans.

Our Proposal

Our company has identified the City of College Park as an excellent location for real estate investment and commercial development. Our firm plans to develop a variety of Retail Centers, and Hotels throughout the City of College Park. With this letter we express our interest in acquiring property owned by the City of College Park and the Business Industrial Development Authority for the purposes of our expansion. As such, we have provided a brief description of our proposed project as well as key information relating to the positive impact we forecast for the College Park community and local economy.

Our Goals and Objectives

Our goal is to develop a broad range of businesses that address the community's needs and work in tandem with the City of College Park's strategic objectives. Please let us know if we can provide any additional information to help better communicate our plans and intentions.

PRICE OFFERING

The following table details the prices offered by the Buyer to the Seller for the indicated properties.

Size and Location	Price
3 Acres Fronting Rhodes St. and Yale Ave. At the Northwest Corner of the Intersection of Rhodes St. and Yale Ave	$1,200,000 / Acre
Total Price Offered	$3,600,000.00

Earnest Money

Within Three (3) business days after the execution of the Purchase Agreement by Buyer and Seller, Buyer shall deposit Fifty Thousand ($50,000) Dollars into an interest- bearing escrow account. The Deposit shall be refundable until the end of the Due Diligence period specified in the Purchase and Sales Agreement as hereinafter defined.

Due Diligence Period

Ninety (90) calendar days after the Effective Date to review books, records, reports relating to the property and to obtain approval of the franchise terms and conduct physical inspections.

1. Design and Engineering
2. Rezoning
3. Environmental Phase I
4. Ingress/Egress Agreements
5. Appraisals
6. Title Reports and Policies

Due diligence documents shall be delivered to the Buyer within Seven (7) days of the Effective Date. Seller shall provide a preliminary title report, together with exceptions, within Five (5) business days of the effective date)

Extensions

At Buyer's discretion, Buyer may extend the Due Diligence Period for Ninety (90) days by making an additional earnest money deposit in the amount of Fifty Thousand ($50,000) Dollars. The Deposit shall be refundable until the end of the Due Diligence period specified in the Purchase and Sales Agreement as hereinafter defined.

Closing Date

Closing shall occur a maximum of Ninety (90) Days after the conclusion of the Due Diligence period.

Closing Cost

Seller to pay for all customary Sellers' closing costs (title insurance, documentary transfer tax, one-half of the escrow fee, etc.) Buyer to Pay all customary Buyers' closing costs including lender fees (if any). Each Party to pay their respective attorneys' fees.

Non - Binding

Each party acknowledges that this Letter of Intent is not a Purchase and Sale Agreement and is intended solely for discussion purposes and to serve as a basis for preparation of a Purchase and Sale Agreement. It is therefore non-binding to the parties. Only a Purchase and Sale Agreement executed by the parties shall constitute a legally binding agreement. This proposal may be modified or withdrawn at any time.

Property Rights

As a condition of this agreement, at the time of closing, Buyer shall purchase all of Seller's rights, title and interest in the land, improvements and personal property comprising the developments sites indicated in this offer.

Execution Strategy

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our proposed project:

Deliverables

Following is a complete list of all project development deliverables:

Deliverable	Description
Hotel (1)	200 Rooms, Swimming Pool, Gym, (Marriot or Hilton Brand)
Restaurant (1)	Free-Standing, Full Service & Bar, Chef Driven (Local Sourcing if Possible) National, Regional, or Local Brand Casual Dining Atmosphere.

Timeline

The timeline for the completion of each project is subject to adjustments.

Generally, our development will commence construction within **7 days** of the binding agreement date as indicated in the related purchase and sale agreement. Our goal is to complete construction on time and to convert all properties to positive cash flow. A new corporation, wholly owned and exclusively operated by Jupiter Development Inc., will be formed immediately to control the new development.

Key project dates are outlined below. Dates are best-guess estimates and are subject to change prior to execution of the final purchase and sale agreement

Development Timelines Post Closing

Description	Design, Planning, Engineering	Construction	Project Completion
Hotel and Restaurant	3 Months	12 Months	15 Months

Requested Material

The following materials are requested to be supplied by The City of College Park for this project. For Jupiter Development INC.to meet project development milestones, these materials should be supplied in a timely manner. The due dates included in the following table are estimates and represent our best guess based on current proposed project dates:

Materials to be supplied by The City of College Park	Due Date*	
Preliminary feedback regarding the terms outlined in this Letter of Intent	10/20/2019	
Surveys, Maps, DOT Plans, Drawings affecting the indicated development sites	11/20/2019	

Collaboration

Both parties agree to collaborate with respect to approving final plans and drawings for the developments indicated in this proposal. This implies a sharing of vital information between parties with a focus on expediting construction and development and mitigating risk

EXPECTED RESULTS

We expect that our developments will positively impact the City of College Park in several ways.:

Economic Benefits

- Jobs: **125** Hotel and Restaurant
- Annual Revenue **$13,000,000** (Hotel, Restaurant, Sales)

Note: Jupiter Development will actively engage with a variety of local community-based organizations for recruiting purposes. Our focus will be on hiring from the local employee base whenever possible. We expect to hire a minimum of 35% of our employees from the local community in College Park.

Total Projected Development Cost

- **$32,000,000**

Social and Cultural Benefits

Our hotel and restaurant concept will feature a popular and well-established select service hotel brand. The addition of a full-service restaurant for daytime and nighttime dining will make a significant contribution to the **Walkability** and convenience of the Airport City development, promoting patronage throughout the area and offering visitors a true hospitality experience

BROKERS:

Purchaser and Seller shall mutually represent that neither party has been represented by any broker or other person concerning this transaction. Lawrence Williams (Berkshire Hathaway HS CRE) ("Broker(s)"). representing the Purchaser shall be paid a commission on account of the proposed transaction upon consummation of the closing. The commission in this transaction will be paid by The City of College Park as follows: **5% of the total sales price at closing.**

CONFIDENTIALITY:

Neither Purchaser nor Seller shall disclose the terms and conditions of the Letter of Intent to any other party without the mutual written consent of Seller and Purchaser, except to those parties acting in a fiduciary or advisory capacity (i.e., legal representative, financial institutions, authorized agents, etc.) who shall be entitled to the knowledge of such for the benefit of Buyer or Seller. The provisions of this paragraph shall survive termination of this Letter of Intent

CONTRACT

The foregoing list of terms and conditions stated in this document are not comprehensive, and the Contract will contain representations, warranties, covenants, conditions, indemnities, escrows and other terms and provisions typically found in transactions of the type as indicated by this Letter of Intent. The Contract shall, however, embody the terms of this Letter of Intent and be familiar and acceptable to Buyer and Seller. Buyer shall deliver to Seller a final draft of the Contract within three (3) business days of the date of final execution of this letter.

If you have questions on this proposal, feel free to contact Alex, Panjwani, or Lawrence Williams at your convenience.

Thank you for your consideration.

Respectfully,

DocuSigned by:
Alex Panjwani
9C871EF331434C4...

10/4/2019 | 4:43 PM EDT

Alex Panjwani, President; Jupiter Development Inc.

Hotel Project Pro Forma

CITY MARKET PROJECTION

	Year 1		Year 2		Year 3		Year 4		Year 5
	Jul-21		Jul-22		Jul-23		Jul-24		Jul-25
Occupancy	68.00%		70%		72.00%		74.00%		76.00%
Average Daily Rate	$ 117.00		$ 123.00		$ 127.00		$ 130.00		$ 135.00
RevPAR	$ 80.00		$ 91.00		$ 99.00		$ 102.00		$ 105.00
Total Revenue	5,882,387.94		6,365,932.65		6,760,753.56		7,112,691.30		7,585,884.90
Total Expenses	(3,513,332.67)		(3,934,509.24)		(3,999,871.39)		(4,160,924.41)		(4,519,465.40)
Net Operating Income	2,369,055.27		2,431,423.41		2,760,882.17		2,951,766.89		3,066,419.50
Debt Service	(1,280,000.00)		(1,280,000.00)		(1,536,000.00)		(1,792,000.00)		(1,792,000.00)
Cash Flow After Debt Service	1,089,055.27		1,151,423.41		1,224,882.17		1,159,766.89		1,274,419.50
Debt Coverage Ratio	1.85x		1.90		1.80		1.65		1.71
Interest Expense	(1,280,000.00)		(1,280,000.00)		(1,267,200.00)		(1,254,528.00)		(1,241,982.00)
Interest Coverage Ratio	1.85x		1.90		2.18		2.35		2.47

Investment Summery

Location:	City Market, College Park GA
Size:	200 Rooms
Expected Opening:	July 2021
Development Cost:	$32.0 Million ($160,000 per key)

North Points Hotel Group LLC is in a process of development of a 200-room Marriott brand ("Hotel") located in City Market, College Park GA. The total cost for the Hotel will be approximately $32 million (~$160k per key). Total development cost includes land cost, site work, construction costs, FF&E, OS&E, soft costs, closing/financing costs, working capital, and other project costs.

Capitalization of Project

Development Cost	$	32,000,000
Total Debt LTC @ 80.0%	$	25,600,000
Total Equity	$	6,400,000

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (hereinafter sometimes referred to as this "**Agreement**") is hereby made and entered into as of the later of the date of Seller's or Purchaser's execution hereof ("**Date of this Agreement**"), by and between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia (hereinafter referred to as the "**Seller**" or "**BIDA**"), JUPITER DEVELOPMENT INC., a Georgia Corporation (hereinafter referred to as the "**Purchaser**"), and CHICAGO TITLE INSURANCE COMPANY (hereinafter referred to as the "**Escrow Agent**") (the Seller, the Purchaser, and the Escrow Agent are at times referred to herein individually as "**Party**" or collectively as the "**Parties**").

WITNESSETH THAT:

WHEREAS, the Seller owns, or will acquire, THREE (3) ACRES (more or less) of land FRONTING RHODES STREET and COLUMBIA AVENUE in the city of College Park, Fulton County Georgia which lands are further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage thereon (the "**Property**"); and

WHEREAS, the Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, the Property known as 3+/- ACRES FRONTING RHODES STREET and COLUMBIA AVENUE, in the city of COLLEGE PARK, FULTON COUNTY, GA, which land is further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, at the purchase price established herein; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1) **Purchase And Sale**. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase the Property, subject to and in accordance with the terms and conditions set forth herein.

2) **Purchase Price**. The purchase price for the conveyance of the Property to be paid by Purchaser to Seller shall be THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($3,600,000.00) ("**Purchase Price**"). The Purchase Price, as adjusted by: (i) any prorations provided for herein and (ii) as reduced by the escrow deposit (the "**Deposits**" as defined below), will be paid by Purchaser to Escrow Agent by wire transfer of immediately available U.S. funds at Closing.

3) **Deposit; Escrow Agent.**

Within three (3) business days after the Date of this Agreement, Purchaser will deliver to the Escrow Agent the sum of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) as an escrow deposit (the "**Deposit**"). Purchaser and Seller hereby agree to sign any reasonable forms and to provide any reasonable information requested by Escrow Agent, including, without limitation, the escrow agreement and fee schedule attached hereto as Exhibit "D". Should Seller

not timely sign any reasonable forms or provide any reasonable information requested by Escrow Agent, Purchaser shall not be in default hereunder if Escrow Agent refuses to accept the Deposit until such time as Seller signs such reasonable forms or provides such reasonable information. The Deposits shall be held in escrow by the Escrow Agent in a non-interest-bearing account at a financial institution insured by the Federal Deposit Insurance Corporation. The term Deposits shall include the Deposit, Additional Deposit, and Extension Deposit.

If and when there is a closing of the transaction contemplated hereby, then the Deposits shall be applied against the Purchase Price at the time of Closing. If the sale of the Property as contemplated hereunder is consummated, then the Deposits shall be absolutely nonrefundable and paid to Seller as part of the Purchase Price and retained by Seller at the Closing.

A) Seller's Default: If the sale of the property is not consummated due to Seller's default hereunder, then Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) terminate this agreement and receive a refund from Seller of (i) the Deposits, and (ii) all costs and expenses incurred by Purchaser in entering into this transaction and preparing to close on the land, up to a maximum of $25,000.00, in which event neither party shall have any further rights or obligations hereunder; or (2) enforce specific performance of this Agreement. Unless stated otherwise in this Agreement, Purchaser shall not have any other rights or remedies hereunder as a result of any default by Seller prior to closing, and Purchaser hereby waives any other such remedy as a result of a default hereunder by Seller.

B) Purchaser's Default: If the sale is not consummated due to any default by Purchaser hereunder, then Seller shall retain the Deposits as liquidated damages (the parties agreeing that actual damages would be impossible to calculate) as Seller's sole and exclusive remedy in which event neither party shall have any further rights or obligations hereunder. The parties understand and agree that it would be impractical and extremely difficult to determine Seller's actual damages and that, taking into account all of the circumstances existing on the date of this Agreement, the Deposit represents a reasonable estimate of Seller's damage to be suffered by Seller by reason of such default or breach and is not a penalty or forfeiture.

C) Escrow Agent's Duties: Upon written notification signed by both Seller and Purchaser that the contemplated sale shall not take place or that this Agreement is terminated as provided herein, the Escrow Agent shall deliver the Deposits as provided in this Agreement.

The Parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

In the event of a dispute between the Parties hereto, sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Deposits, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

D) Seller's Rights and Privileges: Notwithstanding anything to the contrary herein, in any event other than a Seller's default where the Deposits are to be returned to Purchaser, ONE HUNDRED AND NO/100 DOLLARS ($100.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Purchaser in this Agreement, thus making and/or

establishing further grounds for making this Agreement the valid and enforceable obligation of Purchaser and Seller even though Purchaser may have certain unilateral termination rights herein.

4) Purchaser's Inspections; Title And Survey Review.

A) Initial Inspection Period. Purchaser, its agents and representatives, shall have at all times until SIXTY (60) days from the Infrastructure Completion Date, as defined in Paragraph 26, below (the "**Initial Inspection Period**"), or any extension thereof, and thereafter until Closing if this Agreement has not been terminated pursuant to the terms hereof, to enter upon the Property, including, without limitation, any improvements located thereon, to inspect and investigate each and every aspect of the Property including, without limitation, the following:

(i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

(ii) The physical condition and aspects of the Property, including, without limitation, the seismic aspects of the Property, and all other physical and functional aspects of the Property including an examination for the presence or absence of Hazardous Materials, as defined below, which shall be performed or arranged by Purchaser at Purchaser's sole expense. (For purposes of this Agreement, "Hazardous Materials" shall mean inflammable explosives, radioactive materials, asbestos, asbestos–containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, petroleum and petroleum distillates, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws (collectively, "Environmental Laws");

(iii) any easements and/or access rights affecting the Property; and,

(iv) all other matters of material significance affecting the Property including, without limitation, topographical and or ALTA surveys ("Surveys"), soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions.

B) Damage/Restoration of Property: To the extent that any testing disturbs the surface of the Property, Purchaser will, at the expense of Purchaser, restore the Property to as nearly as possible its condition prior to the testing. Purchaser hereby indemnifies Seller and agrees to hold Seller harmless from and against any loss, damage, personal injury, death, property damage, liens, liabilities or expense of any nature whatsoever, including, without limitation, reasonable attorneys' fees actually incurred, which Seller may suffer or incur as a result of the exercise by Purchaser of its rights under this Paragraph. This Paragraph shall survive any termination of this Agreement. During the Initial Inspection Period provided for herein, Purchaser shall conduct such inspections and examinations as desired by Purchaser showing to the satisfaction of Purchaser in its sole discretion that the Property is acceptable to Purchaser and are usable by Purchaser (or its assignee as permitted herein) for the purpose of constructing and operating the Project with adequate parking.

C) Financing: Purchaser's obligation to close and purchase this Property shall be conditional upon Purchaser obtaining a financing commitment from a lender and upon terms and conditions satisfactory to the Purchaser. Such financing arrangements shall be secured during the Inspection Period.

D) Purchaser's Determination: If during the Initial Inspection Period (or any extension of the Initial Inspection Period) the Purchaser should determine in its sole discretion for any reason that the Property is inadequate, unacceptable or unusable for the purposes set forth in this Agreement, then the Purchaser shall provide notice to that effect to the Seller, whereupon the Deposits shall be paid over to Purchaser in accordance with this Agreement, this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

E) Title Objections: On or before the expiration of the Initial Inspection Period, Purchaser shall notify Seller of any objectionable title matter or defect or survey matter or defect (collectively, a "**Title Objection**") which affects the marketability or insurability of the title to the Property (or either of them) or which adversely affects the use of the Property (or either of them) for the Project or which Purchaser otherwise deems objectionable in its sole discretion. In the event Seller is notified of any such Title Objections prior to the expiration of the Initial Inspection Period, Seller shall have five (5) business days from receipt of such written notice within which to notify Purchaser of which such Title Objections ("**Seller's Title Letter**") Seller shall satisfy or otherwise cure or otherwise remove. Purchaser shall have the option to be exercised within five (5) business days from receipt of Seller's Title Letter of either accepting the title as proposed by Seller in Seller's Title Letter and waiving any other Title Objections, or, terminating this Agreement by written notice to Seller and receiving a refund of the Deposits which shall immediately be returned to Purchaser by Escrow Agent, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination. In the event Purchaser fails to so respond to Seller's Title Letter or terminate this Agreement as hereinabove provided, and except as provided below, Purchaser shall be deemed to have agreed to accept the title as proposed by Seller and to continue toward closing of the purchase and sale transaction contemplated herein subject to the terms and conditions hereof.

F) Title and Survey Updates: From and after the date of the Initial Inspection Period, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey(s), and Purchaser may object to any matters of title first appearing after the effective date of the original title commitment obtained by Purchaser by giving Seller written notice of any such defects or objections within five (5) business days after Purchaser's receipt of same. The title objection and response process provided above shall then be replayed, and if Seller is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Purchaser shall be entitled to exercise the same rights enumerated herein.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall also have the right to examine title to the Property at any time prior to Closing for the purpose of ascertaining whether Seller remains in compliance with Seller's representations, warranties and covenants set forth herein, and Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a breach of

Seller's representations, warranties or covenants under this Agreement occurs and is not cured by Closing, Purchaser's rights and remedies with respect thereto shall be as set forth in paragraph 3(A) hereof.

G) Monetary Liens: Notwithstanding the foregoing, Seller shall be obligated to cure on or before the date of Closing (i) any encumbrances filed against the Property to secure the repayment of debt, including without limitation, financing, taxes and assessments and (ii) any other Title Objections of a monetary nature attributable to Seller which can be satisfied by the expenditure of Seller's funds not to exceed $25,000.00 (collectively "**Monetary Liens**"). In addition, Seller shall (i) terminate any service and supply contracts applicable to the Property on or before Closing and (ii) terminate any existing tenancy rights affecting the Property, including removal of all Parties in possession of the Property or any portion thereof ("**Tenancy Rights**"). In the event Purchaser does not provide Seller with notice of any Title Objection on or prior to the expiration of the Initial Inspection Period or, in the event Purchaser fails to terminate this Agreement within ten (10) days after Seller's Title Letter, Purchaser shall be deemed to have waived any Title Objection arising from circumstances existing at the expiration of the Initial Inspection Period, other than Monetary Liens and Tenancy Rights. If any Monetary Liens or Tenancy Rights affect the Property as of the date of Closing, Purchaser may, but shall not be obligated to, obtain release of such Monetary Liens and the termination of such Tenancy Rights and Purchaser's reasonable, out-of-pocket costs actually incurred in connection therewith shall be credited against the Purchase Price. If Purchaser so elects to pursue release of such Monetary Liens and termination of such Tenancy Rights, the Closing Date shall be extended as necessary for Purchaser to effect the same. Notwithstanding any such election, as long as any Tenancy Rights or Monetary Liens remain in effect, Purchaser may at any time elect (a) to consummate the transaction contemplated by this Agreement without regard to such Monetary Liens and Tenancy Rights, in which event the Purchase Price shall be adjusted as mutually agreed by the Parties, or (b) to terminate this Agreement, whereupon the Deposits will be refunded to Purchaser and no Party shall have any rights, duties, or obligations hereunder, except those that expressly survive termination of this Agreement.

H) Extension of Initial Inspection Period. Should Purchaser be unable to determine in good faith during the Initial Inspection Period whether the Property is suitable for the purposes contemplated by the Purchaser, then Purchaser may, on or before the expiration of the Initial Inspection Period, extend the Initial Inspection Period by depositing with Escrow Agent the amount of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) for said extension (the "**Additional Deposit**"). However, except as otherwise provided herein, the Initial Inspection Period may only be extended for a period of no more than two (2) thirty (30) day periods (such extended period(s), herein called the "**Extended Inspection Period**"; the Initial Inspection Period, as may be extended pursuant to the terms of this Agreement, is referred to herein as the "**Inspection Period**"). The Additional Deposit(s) shall be held and disbursed in the same manner as the initial Deposit paid under this Agreement, including, without limitation, that it shall be applied to the Purchase Price at Closing.

I) Permitting and Zoning. During the Inspection Period, Purchaser shall have the right to confirm that the zoning of the Property will support Purchaser's intended development and operation of the Project ("**Project Zoning**"), and Purchaser shall apply for and receive all necessary approvals and permits from the City of College Park (or appropriate governmental agency) to commence the Project (as defined below), including but not limited to (to the extent required) (i) a parking variance, (ii) a land disturbance permit, (iii) a building permit, and (iv) any

other such permits or approvals deemed necessary and appropriate by Purchaser (items (i), (ii), (iii), and (iv) are collectively referred to herein as the "**Approvals**").

If Purchaser determines that the Project's currently existing zoning does not allow for the development and operation of the Project, or if Purchaser is unable to timely obtain the Approvals, Purchaser shall have the right to pursue a rezoning of the Property or any needed variance required in connection with the Project Zoning and/or to apply for and obtain the Approvals, at Purchaser's expense. Seller agrees to fully cooperate with Purchaser in the rezoning and permitting of the Property or in pursuing any such variance, including execution and delivery of any documents required in connection therewith. If it is determined that the rezoning of the Property or approval of the variance or the permitting will not be complete prior to the expiration of the Inspection Period, Seller agrees that the Inspection Period may be further extended, without payment of an additional fee, but only with respect to Purchaser's completion of the Approvals and/or the rezoning of the Property or any needed variance until such date as the Approvals have been obtained and the Property shall be rezoned or such variance granted to allow for the development and operation of the Project and any applicable appeals related thereto shall be exhausted. The Property shall be deemed "finally rezoned" at such time as the following conditions are first satisfied:

1. The property has been duly rezoned to either the zoning classifications noted pursuant to Purchaser's application for rezoning or similar zoning classifications suitable to Purchaser for Purchaser's intended use;

2. Forty-five (45) days has expired from the date of a final zoning decision having been rendered by the appropriate governmental authority; and

3. All suits or appeals, if any, challenging such rezoning have been dismissed finally and conclusively in favor of such rezoning.

Purchaser may exercise the right to extend the Inspection Period up to a maximum period of six (6) months pursuant to this Paragraph by delivery of written notice to Seller prior to the then-current expiration of the Inspection Period, reciting the lack of acceptable zoning at the Property or failure to obtain all of the Approvals. In the event the rezoning is not final and/or all Approvals have not been obtained by the expiration of the Inspection Period, as extended by Purchaser, then Purchaser shall have the right to waive such condition and close or, if not so waived by Purchaser, then this Agreement shall terminate and Seller may withdraw and remove its name from the zoning application. In the event the Closing does not take place, for any reason whatsoever, Purchaser shall assign any and all interest it has or may have in and to the zoning application and process and any and all associated drawings, documents, tests, studies or other associated instruments, to Seller. In the event of such termination, neither party hereto shall have any further rights, duties, or obligations hereunder, and Escrow Agent shall immediately deliver to Purchaser the Deposits.

J) Development Plans: Purchaser shall deliver to Seller, prior to the expiration of the Inspection Period, a full set of plans which include development of a free standing restaurant (with a commitment from a national brand restaurateur), and one 200 room hotel with a three (3) Diamond Rating, or better, as determined by the AAA hotel rating process.

5) Seller Deliverable Items

A) Seller's Deliveries. On or prior to the Effective Date, Seller shall deliver to Purchaser the Seller Deliverable Items (as hereinafter defined) described herein relating to the Property. As used herein, "**Seller Deliverable Items**" shall mean those items identified on Exhibit "C" attached hereto and made a part hereof, to the extent they are available. By furnishing Purchaser with the Seller Deliverable Items, Seller does not make any warranty or representation with respect to the accuracy, completeness, conclusions or statements expressed in such materials, nor does Seller represent or warrant that these are the sole materials now available with respect to the matters covered thereby; provided, however, that Seller does affirmatively represent and warrant (the following being the "**SDI Representations**") that (i) as of the Effective Date such information is the only information in Seller's possession related thereto, (ii) Seller has no knowledge that any of the Seller Deliverable Items are inaccurate or incomplete and (iii) Seller warrants that Seller has not altered any of the Seller Deliverable Items prior to delivery to Purchaser. Subject to the SDI Representations, Purchaser acknowledges that Purchaser will rely solely on studies, if any, performed under Purchaser's direction. Seller assumes no duty to furnish Purchaser with any updates of the Seller Deliverable Items. Except to the extent that the SDI Representations are untrue, Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in any Seller Deliverable Items so furnished, and any and all claims arising out of any duty of Seller to acquire, seek or obtain materials.

B) AS-IS, WHERE IS: Except as otherwise provided in this Agreement and any documents delivered at Closing, Seller has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against Seller, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically provided herein or in any document delivered by Seller at Closing, the Property will be conveyed to Purchaser in "**AS-IS, WHERE IS, WITH ALL FAULTS**" condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property. Seller warrants with respect to the Property that there is no pending, and Seller has no knowledge of, any threatened, condemnation or taking with respect to the Property, nor any litigation or claims concerning said Property, and that there are no leases, written or otherwise, affecting the Property. Further, to the best of Seller's knowledge, there are no hazardous substances or waste on the Property. Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

6) Closing.

A) Closing Date. The consummation of the purchase and sale of the Property contemplated under this Agreement (the "**Closing**") shall be held on or before the date which is sixty (60) days after the expiration of the Inspection Period (as may be extended), at a time and at location within the metropolitan Atlanta area as designated by Purchaser. Purchaser will give Seller not less than

five (5) business days' notice of such time and location, or through Escrow Agent. The Deposits shall be applied to the Purchase Price at Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

B) Closing Conditions to be Satisfied Prior to Closing. After the expiration of the Inspection Period, Purchaser's obligation to close shall at all times be conditioned upon the following (unless waived by the non-obligated Party; such conditions, the "**Closing Conditions**"):

a) Seller delivering good and marketable fee simple title to the Property by warranty deed subject only to any Permitted Exception as hereinafter defined, and all other items required to be delivered to Purchaser in accordance with the provisions of Paragraph 7 of this Agreement.

b) The truth and accuracy in all material respects of Seller's warranties and representations in Paragraphs in this Agreement titled Seller's Representations and Warranties and Environmental, Health and Safety Matters at the time of this Agreement and as of the Closing Date, and the compliance by Seller with each and every covenant and agreement to be performed on its part in accordance with this Agreement.

c) Seller promptly providing Purchaser with any written notices it receives with respect to the Property regarding violations at the Property, including without limitation, notices from any governmental agency.

d) Should Seller fail to satisfy (or Purchaser fail to waive) any one or more of the contingencies set forth in these subparagraphs by the Closing Date (if permissible under the terms of this Agreement), then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon all of the Deposits shall be refunded to Purchaser except ONE HUNDRED AND NO/100 DOLLARS ($100.00) of such Refundable Deposits which shall be paid to Seller in consideration of entering into this Agreement.

C) Closing Costs.

Purchaser shall be responsible for the payment of (i) all costs associated with Purchaser's due diligence, (ii) the premium for the issuance to Purchaser of a standard ALTA Form B Owner's Policy of Title Insurance for the Property, (iii) the costs for preparation and update of the Survey, (iv) Purchaser's attorney's fees, (v) the recording fees on the Limited Warranty Deed (hereafter defined), (vi) one-half (1/2) of any escrow fee charged by the Escrow Agent and (vii) any costs related to the preparation and recording of easements called for in this Agreement.

Seller shall be responsible for the payment of (i) the costs to prepare the Warranty Deed and all other documents necessary to perform Seller's agreements and obligations hereunder, (ii) its own attorney's fees, (iii) any assessments due prior to Closing with respect to the Property, (iv) all real estate transfer taxes, if any (v) the costs of recording any documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property, and (vi) one-half (1/2) of any escrow fee charged by Escrow Agent.

7) **Conveyance Of Title.**

Seller shall convey good and marketable fee simple title to the Property to Purchaser at Closing pursuant to one (1) joint or two (2) separate and recordable limited warranty deed(s) (in either case, the "**Warranty Deed**") duly executed, witnessed and authorized, free and clear of liens and encumbrances created by Seller and other Title Objections (as hereinafter defined) other than

(i) Title Objections not cured by Seller and waived or deemed waived by Purchaser in writing, and (ii) any and all matters arising after the date hereof resulting from the acts or omissions of Purchaser ((i) and (ii) hereinafter collectively referred to as "**Permitted Exceptions**"). For purposes of this Paragraph, "good and marketable fee simple title" shall mean fee simple ownership which is marketable title as determined in accordance with the laws of the State of Georgia, as supplemented by the title standards of the State Bar of Georgia and shall exclude any preprinted standard title exceptions set forth in any title insurance commitment obtained by Purchaser. The legal descriptions to be incorporated into each Warranty Deed shall be based on the Surveys provided for in this Agreement. If the boundaries of the legal descriptions of the Property, as depicted on the Surveys, are not the same as the legal descriptions attached to this Agreement, Seller will, at Closing, execute and deliver to Purchaser a recordable and insurable Quitclaim Deed duly executed, witnessed and notarized containing a legal description of each parcel of the Properties identical to the legal descriptions attached to this Agreement.

Seller and Purchaser shall each deliver to the other at Closing such documents as may be reasonably required to evidence the authority of such Party for the execution and delivery of the documents to be delivered hereunder.

Seller and Purchaser shall execute and deliver to the other at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement, including without limitation, a settlement statement, and Seller shall execute form 1099. In addition, Seller shall deliver such affidavits as may be required to insure good and marketable fee simple title to the Property as required herein, withholding certificates, and a brokerage affidavit.

Seller shall deliver to Purchaser and Title Company at Closing an affidavit reasonably acceptable to Purchaser and Title Company stating that to the knowledge of the person making such affidavit (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property by Seller during the last one hundred (100) days immediately preceding Closing, or if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been paid in full; (ii) that Seller is not a "foreign person" as that term is defined in the I.R.C., Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; and (iii) no legal proceedings are pending or to Seller's knowledge threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Purchaser in accordance with this Agreement.

8) Recapture and Reconveyance with respect to the Property

A) Recapture and Repurchase: Purchaser shall pay to Seller the Purchase Price for the Property, after adjustment for the prorations, if any, and application of the Deposits. If the conditions set forth below are not met, the Seller, in its sole discretion, shall be entitled to demand by written notice (a "**Recapture Notice**") that the Purchaser reconvey the Property to Seller. Such repurchase shall occur on or before the one hundred eightieth (180th) calendar day following the delivery of the Recapture Notice (the "**Repurchase Date**"). The Property shall be repurchased by the Seller at the Purchase Price set forth in this Agreement, and said Purchase Price shall be adjusted to account for the value of any and all improvements constructed by Purchaser on the

Property, and upon the same terms and conditions as contained herein, except that Seller shall not be entitled to any credit for the Deposits (this entire Paragraph being the "**Reconveyance Rights**"). If the Seller's repurchase of the Property has not been consummated on or before the Repurchase Date, then Purchaser shall have the option at any time after the Repurchase Date to notify Seller that it is not in compliance with this section, in which event the Seller's Reconveyance Rights shall be waived, forever forfeited, and of no further force and effect.

B) Commencement Deadline: The Seller shall be entitled to demand the reconveyance of the Property to Seller upon the failure of development to commence on the Property (i.e. commencement of land disturbance) on or before the date which is twelve (12) months after the date of Closing (such date, as the same may be extended as provided for immediately herein below, the "**Commencement Deadline**"). Additionally, Purchaser must submit its Development Plan with its application for a land disturbance permit to the applicable governmental authorities prior to the Commencement Deadline. Seller shall make every reasonable good faith effort to allow such development to commence on or before the Commencement Deadline, and may, at Seller's sole discretion, grant to Purchaser an extension of the Commencement Deadline for an additional six (6) month period, as warranted under the circumstances for the extension, at no cost to Purchaser. Seller may, but shall not be obligated to, grant any additional extension of the Commencement Deadline in Seller's sole discretion, prior to sending the Recapture Notice to Purchaser.

C) Project Completion Deadline: Once Purchaser commences construction, Purchaser shall diligently prosecute the Project to completion, subject to force majeure delays, and shall use commercially reasonable efforts to substantially complete (or cause the substantial completion of) the Project, no later than thirty (30) months after the date of Closing (the "**Project Completion Deadline**"). In the event Purchaser does not complete the Project by this date, then Seller may, at its option and in its sole discretion, either extend the Project Completion Deadline or exercise the Reconveyance Rights as outlined herein.

D) Right to Demand Reconveyance: Seller's right to demand reconveyance of the Property shall be Seller's sole and exclusive remedy for such a failure of development to begin by the Commencement Deadline or, in the event the Project is not completed by the Project Completion Deadline, Seller may, in its sole discretion, demand reconveyance of the Property. Except for limiting Seller's remedies in connection with the failure to commence or complete development of the Property, the foregoing sentence shall not otherwise affect Seller's rights and remedies under this Agreement.

E) Waiver of Reconveyance Rights: In the event the commencement or completion of development on the Property shall be satisfied, or Seller's waives its Reconveyance Rights, Seller shall execute and record such instrument as Purchaser may reasonably request to evidence such satisfaction and/or waiver; provided, however, Seller's failure to do so shall not affect such satisfaction or waiver and, in the event Seller fails to do so, Purchaser may unilaterally record an instrument evidencing such satisfaction or waiver.

Notwithstanding anything to the contrary contained herein, in the event Seller delivers a Recapture Notice but the development on the Property commences or is completed prior to the Repurchase Date, then the failure to timely commence or complete development shall be deemed cured and the Reconveyance Rights shall be waived, forever forfeited and of no further force and effect. If Seller has not delivered a Recapture Notice by the expiration of the thirty-third (33rd) month after the Closing of the Purchaser's purchase of the Property, then Seller's Reconveyance

Rights shall be waived, forever forfeited and of no further force and effect. In addition, and notwithstanding any other provision of this paragraph, the Commencement Deadline and the Project Completion Deadline shall each be extended for force majeure, including, without limitation, war, strikes, fires, floods, acts of God, governmental restrictions or moratoria, or power failures.

F) Lender's Request/Performance Bond: In the event Purchaser's Lender requests ("**Lender's Request**") that the Reconveyance Rights be removed from the Agreement in order to approve its loan to Purchaser as evidenced by a letter from Purchaser's Lender to Seller or Seller's attorney requesting said removal and stating that Purchaser's loan is approved subject to the removal of Seller's Reconveyance Rights, which removal shall also be subject to Purchaser maintaining a performance bond in full force and effect until the Project is completed, then in that event, Seller agrees, that, notwithstanding anything to the contrary, the Reconveyance Rights shall be unilaterally stricken from this Agreement upon receipt of such Lender's Request without the requirement of further approval by Seller.

In the event that Purchaser's financing covers the cost of the entire Project and the maintenance of a performance bond in full force and effect until the Project is completed is included as a condition of approval of said financing, Purchaser's obligation to maintain a performance bond in full force and effect as set forth herein shall be deemed satisfied.

Notwithstanding anything else to the contrary contained herein, the City of College Park shall not issue building permits for the Project until Purchaser provides proof that it has secured a performance for the Project in form satisfactory to Seller to secure the faithful performance of this Agreement. The parties agree that performance means the construction of the Project as negotiated and agreed to among the parties (see Exhibit "B"). The failure of the commencement of the entire project or the failure of completion, as set out within thirty (30) months shall be cause to involve the recapture and reconveyance of the property by the Seller.

G) The provisions of this Paragraph shall survive the Closing. Further, the Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Lender's Request to the contrary.

H) In the event of a breach of this Paragraph by Purchaser that results in the Seller filing a lawsuit to enforce its terms, then in that event Seller shall be entitled to recover from Purchaser expenses of such litigation including attorneys' fees from Purchaser in an amount to be determined by the court where the lawsuit is filed.

9) Casualty and Condemnation.

In the event, at any time between the making of this Agreement and Closing, all or any material portion of the Property is condemned (or threatened to be condemned) by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (i) terminate this Agreement, receive a refund of the Deposits, less ONE HUNDRED AND NO/100 DOLLARS ($100.00), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) consummate the purchase of the Property and collect all

proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the Parties hereto with no reduction in the Purchase Price.

In the event of a condemnation in which Purchaser does not elect to terminate this Agreement, then Seller shall on Closing pay any and all condemnation awards and compensation then received by Seller for the Property to Purchaser. In addition, Seller shall assign to Purchaser all rights and claims of Seller with respect to payment and compensation on account of such taking. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) above in this Paragraph. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have fifteen (15) days after Purchaser receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such fifteen (15) day period in which to make the election under this Paragraph 8.

Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may, either at or prior to Closing, (a) terminate this Agreement and receive a refund of the Deposits, in which event neither Party shall have any further right or obligation hereunder, other than the obligations that expressly survive termination, or (b) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's deductible under its insurance policy.

10) Assignment. Purchaser may not assign Purchaser's rights or obligations under this Agreement without the prior written consent of Seller; provided, however, Purchaser shall have the right, without obtaining Seller's consent, to assign Purchaser's rights and obligations under this Agreement to (i) any parent, subsidiary or other entity owned or controlled by or in common ownership with Purchaser; and (ii) any entity affiliated with Purchaser (a) in which Purchaser owns a majority interest or (b) which Purchaser controls (in any such case, a "**Permitted Party**"); provided, however, Purchaser shall provide prior notice of such assignment to Seller in writing. Provided further that Purchaser may make no more than two (2) assignments under this Paragraph without obtaining Seller's prior written consent, and provided further that no assignee of Purchaser may assign its rights and obligations under this Agreement to a third party without the prior written consent of the Seller.

11) Survival of Closing. All warranties and representations made herein by either Seller or Purchaser shall survive Closing for a period of one (1) year.

12) Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser as of the date of this Agreement and as of the Closing Date that:

a) Seller is duly organized and validly exists as a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia.

b) Seller has complete and full authority to execute this Agreement and to convey to Purchaser title to the Property in accordance with Paragraph 7) of this Agreement without the joinder or consent of any third party.

c) Seller is the owner in fee simple of the Property; provided, however, that with respect to the Property, this representation, warranty and covenant shall only apply as of the Closing Date.

d) Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.

e) Seller has no knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.

f) To the knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Purchaser upon learning of any such assessments.

g) There are no leases or occupancy agreements currently affecting any portion of the Property.

h) Seller has not granted any right-of-first refusal or similar right with respect to the Property and, to the knowledge of Seller, no right-of-first refusal or similar agreement exists in connection with the Property.

i) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

j) Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

k) Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

l) Seller covenants and agrees with Purchaser that from and after the Effective Date and through the Closing (if this Agreement is not sooner terminated), Seller will (1) refrain from transferring the Property (or any portion thereof) or creating or allowing to be created on the Property any liens, judgment liens, easements, mortgages or other agreements (including, without limitation, leases or service agreements) which will survive Closing and affect or

impact the Property; and (2) continue to operate, maintain and repair the Property in compliance with all applicable laws, rules, regulations, ordinances and covenants applicable thereto and in a manner consistent with Seller's current practices.

13) Environmental, Health And Safety Matters.

To its knowledge, Seller is not subject to any claim, obligation, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Laws or arising out of any act or omission of Seller, or Seller's employees, agents or representatives or arising out of the ownership, use, control or operation by Seller of any facility, site, area or property from which any Hazardous Materials were released into the environment (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air);

Seller has received no notice that the Property (or any portion thereof) is in violation of Environmental Laws;

Seller has no actual knowledge that the Property contains any asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets; and,

Seller has not imported any Hazardous Materials (as defined in this Agreement) onto the Property.

14) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, sent via a nationally recognized overnight courier service, or on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as the Parties may from time to time designate by notice in writing to the other Parties. Notice may also be sent via electronic mail, provided that said notice is also sent the same day using one of the other delivery methods described herein:

If to Seller:
College Park Business and Industrial Development Authority
College Park City Hall
3667 Main Street
College Park, Georgia 30337
Attn: Artie Jones, III, Executive Director

If to Purchaser:
Jupiter Development Inc.
c/o Mr. Amin Panjwani, CEO
615 Croydon Lane
Alpharetta, GA 30022

With a copy to:
Daniel W. Lee, Esq.
Freeman, Mathis & Gary, LP
100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339

With a copy to:
Powell & Edwards, Attorneys at Law P.C.
Attn: Brian Edwards, Esq.
10 Lumpkin Street
P.O. Box 1390
Lawrenceville, Georgia 30046

15) Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in

writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

16) **Surveys**. The Purchaser, at the Purchaser's sole cost and expense, may, at Purchaser's option, obtain from a Georgia Registered Land Surveyor, one or more legal Survey(s) showing the Property to be conveyed under this Agreement. Promptly upon receipt of said Survey, the Purchaser shall cause the Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre, and shall form the basis of the legal description to be used for the conveyance of the Property, respectively. In the event the Seller disagrees with a Survey, the Seller shall have the right, at the Seller's expense, to have a new survey of the Property (or of the one disputed) prepared. In the event the Purchaser does not accept the Seller's survey, the Purchaser's and the Seller's surveyors shall name a third surveyor to survey the Property (or the one disputed), and the cost thereof shall be divided equally between the Seller and the Purchaser.

17) **Brokers**. Seller and Purchaser each warrant and represent to the other that Berkshire Hathaway HomeServices Georgia Properties is the only real estate broker involved in negotiating this transaction on behalf of the Parties ("Broker"). Seller has agreed to pay a broker's commission equal to five percent (5%) of the Purchase Price to Broker. Purchaser and Seller represent and warrant that no other real estate commission or compensation shall be payable by either party with respect to sale and purchase pursuant to this Agreement. Seller shall indemnify and save the Purchaser harmless against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by reason of any breach of the payment or compensation by Seller to the Broker.

18) **Applicable Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

19) **Waiver**. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. Notwithstanding anything to the contrary contained herein, each of the parties hereby, and only to the extent allowable by law, expressly waives any and all claims against the other arising out of any acts or omissions of the other.

20) **Counterparts**. This Agreement may be executed in several counterparts, each of which is deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

21) **Captions**. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

22) **Severability**. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23) **Entire Agreement**. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties, supersedes all prior written or oral communications

relating the subject matter hereof, and is binding upon Seller and Purchaser, their respective heirs, successors, legal representatives and assigns.

24) **Exclusivity**. During the term of this Agreement, Purchaser and Seller hereby acknowledge and agree that Seller shall not commence, undertake or continue any negotiations with any other party concerning the sale of the Property.

25) **Date of Agreement.** The **"Effective Date"** of this Agreement for all purposes shall be the Date of this Agreement as specified on the first page hereof. In the event that the expiration of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the state in which the Property are located, such date shall be automatically extended to the next applicable business day.

26) **Special Stipulation**. The Purchaser and Seller hereby acknowledge and agree that the Seller, at Seller's sole cost and expense, shall complete the construction of all development and infrastructure to serve the Property, including, without limitation, the carbon gutter, sidewalks, storm sewer, sanitary sewer, roads, landscaping, and utilities serving the Property (collectively, the "Infrastructure") as a condition precedent for Purchaser's Initial Inspection Period to begin. Within ten (10) business days of the Effective Date, the Seller shall provide the Purchaser with Seller's plans and specifications for the Infrastructure (the "Plans"), and the Purchaser shall have the right to review the Plans and to notify Seller in writing within ten (10) business days of Purchaser's receipt of the Plans if Purchaser, in Purchaser's sole discretion, has any objections to the Plans. If Purchaser notifies Seller of any objections to the Plans, then Purchaser and Seller shall negotiate in good faith to modify the Plans so that same are mutually agreeable to the Purchaser and Seller. If Purchaser and Seller are unable to reach an agreement within thirty (30) days from the date of Seller's receipt of Purchaser's objection notice, then Purchaser may terminate this Agreement and receive a refund of its Deposit, whereupon none of the parties hereto shall have any further rights or obligations under this Agreement.

If the Purchaser and Seller agree on the Plans, then Seller shall have a period of twelve (12) months from the Effective Date in which to complete the construction of the Infrastructure. If Seller does not complete the construction of the Infrastructure within said twelve (12) month period, then Purchaser may terminate this Agreement and receive a refund of its Deposit at any time beginning at the expiration of Seller's twelve (12) month construction period and ending at the expiration of the Purchaser's Inspection Period. Upon such termination and receipt by Purchaser of the Deposit, none of the parties hereto shall have any further rights or obligations under this Agreement. Seller shall provide Purchaser with written notice when it has completed its construction of the Infrastructure, and if the Infrastructure has been completed, then the date on which Purchaser receives such written notice shall be referred to herein as the "Infrastructure Completion Date". Notwithstanding anything herein to the contrary, Purchaser and Seller acknowledge and agree that the Purchaser's Initial Inspection Period will not begin until the Infrastructure Completion Date.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates written below.

SELLER:
College Park Business and Industrial Development Authority

By: Eleanor Cornelius
ELEANOR CORNELIUS, CHAIR
Date: 1/8/2020

PURCHASER:
Jupiter Development, Inc.

By:
AMIN PANJWANI, CEO:
Date: 1/7/2020

ESCROW AGENT:
Chicago Title Insurance Company

By:
Printed:
Title:
Date:

EXHIBIT "A"
Property - Legal Description of the Property

For Agreement purposes, the following Target Development Site which is situated as Fronting Rhodes Street and Columbia Avenue at the Southwest Corner of the Intersection of Rhodes Street and Columbia Avenue shall constitute the Legal Description of the Property until the final plans for the public roadways to be constructed by the City of College Park in and around the Property have been identified and completion of the ALTA Survey.

Upon completion of the ALTA Survey, which shall include an outline of the public roadways described above, the metes and bounds legal description of the Property will be substituted as the final Exhibit "A".

Parcel No: Street Address:

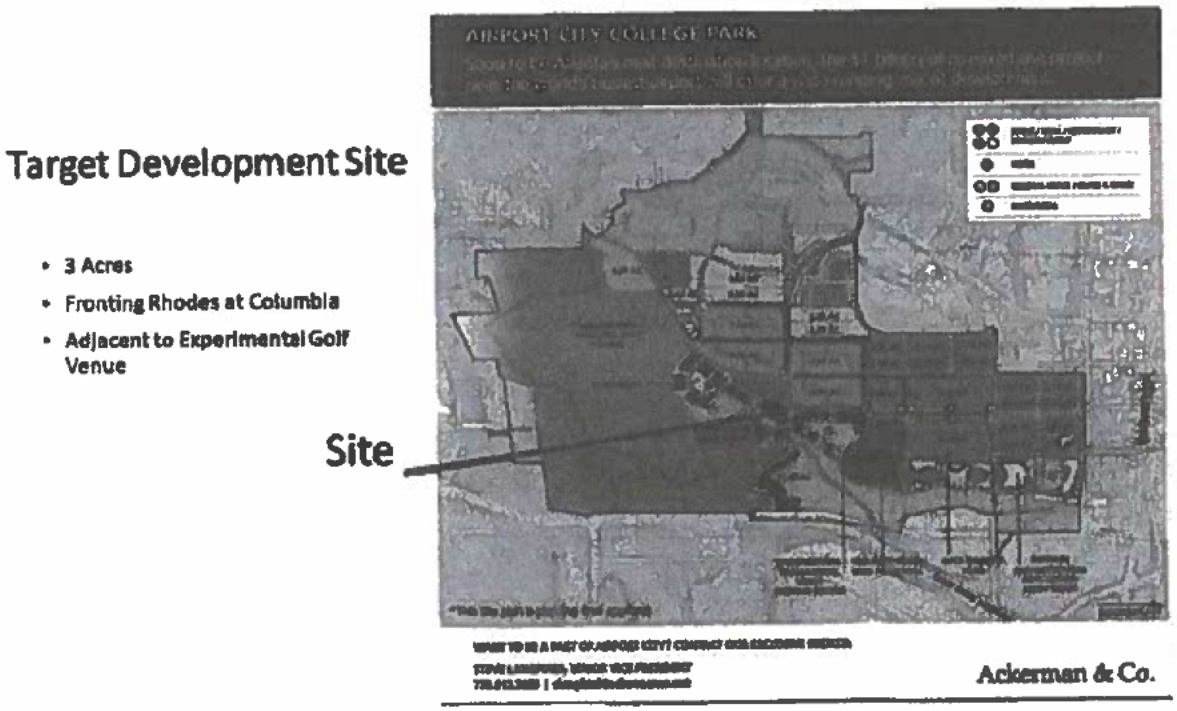

EXHIBIT "B"
Project

Hotel:	200 rooms, AAA hotel rating process 3 Diamond Rating, or better.
Restaurant:	Free-standing national brand with full-service food and bar
Development Costs:	$TBD

EXHIBIT "C"
Seller Deliverables

- The most recent title policy or title commitment on the property in the possession or control of Seller together with all related documents.
- The most recent ALTA survey and topographic study for the property and a copy of the construction blueprints, engineering plans and as-built drawings in the possession or control of Seller, if any.
- Legal description of the Property.
- Zoning Compliance Certificate for the Property and all zoning approvals (including variances and any pending applications).
- Declaration of covenants, conditions, restrictions, reservations and easements for the Property.
- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies.
- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the Property.
- A list of all personal property, if any, owned by Seller, located at the Property, and used or useful in connection with its operation and maintenance.
- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in Seller's possession or control.
- A schedule of pending litigation, if any, affecting the property or Seller's ability to convey the Property.
- A copy of the most recent appraisal of the Property.

EXHIBIT "D"
Escrow Agreement and Fee Schedule

EARNEST MONEY ESCROW AGREEMENT

CTIC ESCROW NO._____

This is an ESCROW AGREEMENT, made the day and year written below, by and between: CHICAGO TITLE INSURANCE COMPANY ("Escrow Agent"), and Jupiter Development Inc., a Georgia corporation ("Buyer"), and College Park Business and Industrial Development Authority ("Seller").

Whereas Buyer and Seller are parties under a certain contract for the sale of certain real property known as 3+/- acres fronting Rhodes Street and Columbia Avenue, College Park, Fulton County, Georgia; and

Whereas Buyer and Seller have requested Chicago Title Insurance Company to act as Escrow Agent to hold the earnest money agreed to therein (hereafter "Deposit"), in accordance with the terms and provisions of this Earnest Money Escrow Agreement.

Now, therefore, in consideration of the promises and undertakings herein made, and the proposed issuance of a title insurance policy (or policies) underwritten by Escrow Agent, it is agreed that:

1. Buyer and Seller hereby appoint Chicago Title Insurance Company as Escrow Agent, hereunder, and the Deposit is hereby delivered to Escrow Agent, who by signing below acknowledges its receipt, in the form of a ~~check, dated _____, and payable to Escrow Agent, or~~ wire transfer in the amount of $50,000.00; such receipt is made subject to Conditions of Escrow attached hereto. The Escrow Agent shall receive a fee in accordance with the Company's Escrow Services and Charges which will be for serving as Escrow Agent under this agreement which fee shall be deducted from the Deposit when return of the Deposit is requested.

2. Escrow Agent SHALL HOLD THE DEPOSIT UNTIL WRITTEN RELEASE DISBURSEMENT INSTRUCTIONS ARE RECEIVED FROM BUYER AND SELLER.

3. Escrow Agent is hereby authorized to and directed to invest the Deposit in the name of Buyer, by Chicago Title Insurance Company as Escrow Agent as follows:
   a. Deposits will be invested in an Institutional Treasury Money Market Fund at Wells Fargo Bank, NA, whose address is 550 California Street, 10th Floor, San Francisco, CA 94104, at the discretion of Chicago Title Insurance Company and upon receipt of Chicago Title's Investment of Escrow Funds form.
   b. Other types of investments will be considered upon written request directed to the Company and subject to possible additional fees payable to the Escrow Agent as negotiated.
   c. Invest funds? Yes ☐ No XX
   PLEASE NOTE IF FUNDS ARE NOT INVESTED THERE WILL BE NO INTEREST ACCRUED.

4. Interest shall be payable at the time the Deposit is disbursed in accordance with the terms of the Escrow Agreement and written release/disbursement instructions; and

5. All investments will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided) the Deposit must be received by noon; otherwise, such funds will be deposited on the next business day.

6. Escrow Agent shall have NO OBLIGATION TO INVEST the deposit unless and until a satisfactory federal tax identification number is provided to the Escrow Agent, in writing or in the space below:

FEDERAL TAX I.D. NO._____

TAXPAYER NAME:_____

7. The investment shall be subject to the rules, regulations, policies and procedures of said Depository.

[ ] Any interest earned by such deposit shall be credited to the account of the undersigned depositor at close of escrow. In the event the escrow does not close, all interest earned shall be payable as stated on those instructions that allow the escrow to be cancelled.

(OR)

[ ] Any interest earned by such deposit shall be credited to the account of:

_____

8. Chicago Title Insurance Company is not responsible for levies by taxing authorities based upon the taxpayer identification number used to establish this interest bearing account.

Agreed to this_____day of November, 2019.

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

BY:_____
TITLE:_____
4170 Ashford Dunwoody Road, Suite 460
Atlanta, Ga. 30319

BUYER:
Jupiter Development Inc.

BY:_____
NAME: Amin Panjwani
TITLE: President
Address: 615 Croydon Lane
Alpharetta, GA 30022

SELLER:
College Park Business and Industrial Development Authority

BY:_____
NAME: Eleanor Cornelius
TITLE:_____
Address:_____
_____

I. CONDITIONS OF ESCROW

Escrow Agent accepts this undertaking subject to these Conditions of Escrow:

1. The Deposit may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in its regular escrow account at Wells Fargo Bank, N.A. (hereafter the "Depository"). Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited.
2. Escrow Agent shall have NO OBLIGATION TO INVEST the deposit unless and until a IRS Form W-9 is provided to the Escrow Agent.
3. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository;
4. Escrow Agent shall not be liable for loss or damage resulting from:
   a. any good faith act or forbearance of Escrow Agent;
   b. any default, error, action or omission of any party, other than the Escrow Agent;
   c. any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
   d. the expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
   e. the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;
   f. Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
   g. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding;
   h. Any loss or damage which arises after the Deposit has been disbursed in accordance with the terms of this Agreement.
5. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.
6. The Company's fee for acting as Escrow Agent for this transaction will be $550 if funds are invested and $400 if funds are not invested. These fees, which may be paid in advance or will be deducted from the account upon disbursement, are the joint and several obligation of each party to any agreement, sales contract or other writing forming the basis for this escrow undertaking.

Buyer's Init. _____ Seller's Init. _____ Escrow Agent Init. _____

7. Notwithstanding anything contained herein to the contrary, all controversies, issues, interpretation and other matters relating in any way to the escrow called for hereunder shall be interpreted and governed by the laws of the state of Georgia.
8. In the event of any conflict between the terms any provisions of these Conditions of Escrow and the terms and provisions of the Agreement or other document to which this is attached, the terms and provisions of these Conditions of Escrow shall prevail.
9. Escrow Agent shall be fully indemnified by the other parties hereto and such parties shall hold Escrow Agent harmless from all damages, costs, claims and expenses arising from Escrow Agent's performance of its duties hereunder or in filing a suit in interpleader, including reasonable attorneys fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent. Such costs, expenses or attorney's fees, as well as the fees of Escrow Agent described below, may be deducted from the Deposit.
10. In the event of a dispute, Escrow Agent may file a suit in interpleader in any court having jurisdiction in the matter for the purpose of having the respective rights of the parties adjudicated and may deposit with the court any and all monies and other escrowed items held hereunder. Upon institution of such interpleader suit or other action, depositing such monies and other escrowed items with the court, and giving notice thereof to the parties thereto by personal service or in accordance with the order of the court, Escrow Agent shall be fully released and discharged from all further obligations hereunder with respect to the items so deposited.

Buyer's Init.____ Seller's Init._____ Escrow Agent Init. _____

(Continued on Following Page)

CHICAGO TITLE INSURANCE COMPANY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

ESCROW SERVICES AND CHARGES

If, and only if, title insurance is obtained or is to be obtained from Chicago Title Insurance Company (CTIC) or Commonwealth Land Title Insurance Company (CLTIC) to insure a real estate transaction, CTIC/CLTIC is prepared to act as Escrow Agent to hold, invest and disburse Earnest Money, settlement funds, construction loan disbursements, tenant improvement loan disbursements, indemnity funds and other such funds or documents on behalf of the parties to the transaction.

When CTIC/CLTIC is to serve as Escrow Agent an escrow agreement (which may be included within a sales and purchase or loan agreement) must be approved and executed by all parties. The agreement must contain complete and explicit instructions as to the duties and obligations of the escrow agent and it must include the CTIC/CLTIC escrow "terms and conditions" set forth on the "Conditions of Escrow" document.

In instances where CTIC/CLTIC is required by agreement to invest escrowed funds, the parties must agree in writing to the type and location of the investment. The named beneficiary of any interest earned must provide its Tax ID number before funds can be invested. Only "good funds" can be invested, therefore, checks or drafts must clear before being invested.

Escrow Fees

Escrow Only (non-invested)	**$400.00**
Escrow Only (invested)	**$550.00**
Escrow Only with funding disbursements	**Please call our office**

The Escrow Agent shall receive a fee for services which are to be provided by CTIC/CLTIC. Charges and fees may vary based on the complexity of duties, obligations and investment services provided by the Escrow Agent. Please acknowledge that you have read and understand these charges by signing below:

Signature of Buyer:
Jupiter Development Inc.

By:_____
Name: Amin Panjwani
Title: President

Signature of Seller:
College Park Business and Industrial Development Authority

By:_____
Name: Eleanor Cornelius
Title:_____

Any and all charges may be paid in advance or deducted from the escrow funds upon disbursement.

BIDA

Purchaser

EXHIBIT VI

Purchase and Sales Agreement for

Office Project #1

KW Commercial

Office:
3800 Camp Creek Pkwy, Suite 100
Atlanta, Georgia 30303
Phone: 404.954-9500
Fax: 800-381-9738

March 14, 2020

SENT VIA EMAIL

City of College Park
3667 Main Street
Atlanta, GA 30337
Attn: Artie Jones

RE: Undeveloped Land Parcel(s):
Parcel ID: 14 016100100293
Parcel ID: 14 016100100285

Dear Mr. Jones,

KW Commercial, as agent for Heart of Atlanta Group, LLC has been engaged to present an offer to purchase the parcels listed above and located on Columbia Avenue and John Wesley in College Park, GA as denoted on the map attached and identified as parcels #4, and #5 below.

This letter will serve as the basis for a formal Purchase and Sale Agreement to be executed by the parties by or before April 15, 2020 if all is in agreement.

Please review the below terms with at your earliest convenience. We ask that you tender your response no later than **April 15, 2020** as time is of the essence.

Proposed Terms

Project Description:	2 land lots located on Columbia Avenue and John Wesley approximately 0.66 acres in aggregate denoted on attached map as parcels #4, and #5 (and part of a total 4 parcel assemblage Purchaser is seeking to assemble)
Land Lots:	Purchaser shall purchase all of Seller's rights, title, and interest in the land, including any improvements, and/or personal property for the following parcels: Parcel ID: 14 016100100293 Parcel ID: 14 016100100285
Price:	The total proposed purchase price shall be $275,000 (two-hundred and seventy-five thousand dollars) per acre. Final purchase price to be subject to an adjustment up or down as per updated survey to confirm total acreage. Funds to be paid in

full at closing.

Proposed Use: Purchaser proposes to relocate their business from their current location in the City of College Park and build and develop a two-story office building approximately 13,000-16,000+/- square feet to operate a Keller Williams brokerage facility at the location referenced above.

Earnest Money: Upon execution of Purchase and Sale Agreement, Purchaser shall deposit earnest money in the amount of $2,500 with ("Escrow Agent")

Inspection Period: Purchaser shall have (90) ninety days following the execution of a Purchase & Sale agreement by both parties to conduct any and all inspections, engineering and feasibility studies which Purchaser deems necessary to determine whether or not to continue its lease of the Premises. Seller shall provide to Purchaser any information available that Seller has in its current possession, pertaining to survey of the Property, easements and deed restrictions, utilities, zoning and site conditions, and environmental studies. At any time following the parties' execution of the Lease, Purchaser shall have the right to enter upon the Property to conduct any and all inspections, test, surveys, engineering studies, and other studies or inspections that it may desire at its sole cost and expense.

Contingencies: Sale contingent on Purchaser also acquiring Parcel #2 and Parcel #3 as denoted on the attached map and identified as Parcel ID# 14 016100100186 and Parcel ID# 14 016100100178 as a part of this assemblage.

Title: Seller shall deliver to Purchaser good, marketable, and insurable title at closing evidenced by a limited warranty deed without liens, claims, encumbrances or other liabilities except for the permitted exceptions, as such may be further defined in Purchase and Sale Agreement.

Costs: Seller shall pay Georgia state transfer tax and Purchaser shall pay for all inspections, title policy, survey, its attorney fees and other normal closing costs.

Purchase & Sale Agreement The purchase and sale agreement shall embody the terms of this letter of intent and other terms as acceptable to Purchaser and Seller. Purchaser shall deliver to Seller a draft of Purchase and Sale Agreement within (10) ten business days from the date of final execution of this letter.

Assignment: Purchaser will have the right to transfer or assign the purchase and sale agreement to another entity, subsidiary, or partnership.

Broker(s)/Commission: Seller and Purchaser acknowledge that KW Commercial Atlanta Classic (the "Broker") is representing Purchaser and has been engaged as broker in connection herewith. Upon the consummation of the transaction contemplated herein, Seller shall pay broker a commission equal to 10% of the final purchase price to be paid as follows: In full at closing.

If you find the aforementioned terms and conditions acceptable, please execute a copy of this proposal in the space provided below and return as soon as possible. The terms of this Proposal shall remain in effect until **April 15, 2020.**

Sincerely,

Nichole Menzies, CCIM
KW Commercial Atlanta Classic
Associate Broker
404.886-6315
NMenzies@kwcommercial.com

Phyllis Minter
KW Commercial Atlanta Classic
Agent
PMinter56@gmail.com

qPublic.net™ Fulton County, GA

Legend
- Parcels
- Roads

Parcel ID	14 016100100194	**Physical Address**	WEST COLUMBIA AVE	**Last 2 Sales**			
Class Code	E1	**Owner**	CITY OF COLLEGE PARK	**Date**	**Price**	**Reason**	**Qual**
Taxing District	15Z		3667 MAIN ST	n/a	0	n/a	n/a
Acres	0.2617		COLLEGE PARK GA 30337	n/a	0	n/a	n/a
		Assessed Value	$44,100				

Date created: 2/3/2020
Last Data Uploaded: 2/3/2020 4:11:36 AM

Developed by Schneider GEOSPATIAL

1.	CITY OF COLLEGE PARK	0.26 ACRES	14 016100100194
2.	LONGINO	0.26 ACRES	14 016100100186
3.	CARRIE ELLIS	0.13 ACRES	14 016100100178
4.	CITY OF COLLEGE PARK	0.33 ACRES	14 016100100293
5.	CITY OF COLLEGE PARK	0.33 ACRES	14 016100100285

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REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (hereinafter sometimes referred to as this "**Agreement**") is hereby made and entered into as of the later of the date of Seller's or Purchaser's execution hereof ("**Date of this Agreement**"), by and between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia (hereinafter referred to as the "**Seller**" or "**BIDA**"), HEART OF ATLANTA GROUP, INC., a Georgia corporation (hereinafter referred to as the "**Purchaser**"), and FIRST AMERICAN TITLE INSURANCE COMPANY (hereinafter referred to as the "**Escrow Agent**") the Seller, the Purchaser, and the Escrow Agent are at times referred to herein individually as "**Party**" or collectively as the "**Parties**."

WITNESSETH THAT:

WHEREAS, the Seller owns or will acquire parcels containing 0.66 ACRES IN AGGREGATE located in the City of College Park, along JOHN WESLEY AVENUE, COLLEGE PARK, FULTON COUNTY, GEORGIA, PARCEL IDs: 14 016100100293 and 14 016100100285 which lands are further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage thereon (the "**Property**"); and

WHEREAS, the Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, the Property depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage, at the purchase price established herein; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1) **Purchase And Sale.** Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase the Property, subject to and in accordance with the terms and conditions set forth herein.

2) **Purchase Price.** The purchase price for the conveyance of the Property to be paid by Purchaser to Seller shall be ONE HUNDRED EIGHTY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($181,500.00) ("**Purchase Price**"). The Purchase Price, as adjusted by: (i) any prorations provided for herein and (ii) as reduced by the escrow deposit (the "**Deposits**" as defined below), will be paid to Seller by wire transfer of immediately available U.S. funds at Closing.

3) **Deposit; Escrow Agent.**

Within three (3) business days after the Date of this Agreement, Purchaser will deliver to the Escrow Agent the sum of NINE THOUSAND SEVENTY FIVE AND NO/100 DOLLARS ($9,075.00) as an escrow deposit (the "**Deposit**"). The Deposits shall be held in escrow by the Escrow Agent in an interest-bearing account at a financial institution insured by the Federal

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Deposit Insurance Corporation. The term Deposits shall include the Deposit, Additional Deposit, Extension Deposit and all interest accrued thereon.

If and when there is a closing of the transaction contemplated hereby, then the Deposits shall be applied against the Purchase Price at the time of Closing. If the sale of the Property as contemplated hereunder is consummated, then the Deposits shall be absolutely nonrefundable and paid to Seller as part of the Purchase Price and retained by Seller at the Closing.

A) Seller's Default: If the sale of the property is not consummated due to Seller's default hereunder, then Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) terminate this agreement and receive a refund from Seller of (i) the deposits, and (ii) all costs and expenses incurred by Purchaser in entering into this transaction and preparing to close on the land, up to a maximum of $25,000.00, in which event neither party shall have any further rights or obligations hereunder; or (2) enforce specific performance of this agreement. Purchaser shall not have any other rights or remedies hereunder as a result of any default by Seller prior to closing, and Purchaser hereby waives any other such remedy as a result of a default hereunder by Seller.

B) Purchaser's Default: If the sale is not consummated due to any default by Purchaser hereunder, then Seller shall retain the Deposits plus the costs and expenses incurred by the Seller to acquire the property as liquidated damages (the parties agreeing that actual damages would be impossible to calculate) as Seller's sole and exclusive remedy in which event neither party shall have any further rights or obligations hereunder.

C) Escrow Agent's Duties: Upon written notification signed by both Seller and Purchaser that the contemplated sale shall not take place or that this Agreement is terminated as provided herein, the Escrow Agent shall deliver the Deposits as provided in this Agreement.

The Parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

In the event of a dispute between the Parties hereto, sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Deposits, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

D) Seller's Rights and Privileges: Notwithstanding anything to the contrary herein, in any event where the Deposits are to be returned to Purchaser, ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Purchaser in this Agreement, thus making and/or establishing further grounds for making this Agreement the valid and enforceable obligation of Purchaser and Seller even though Purchaser may have certain unilateral termination rights herein.

4) Purchaser's Inspections; Title And Survey Review.

A) Initial Inspection Period. Purchaser, its agents and representatives, shall have at all times until sixty (60) days from the Date of this Agreement (the "**Initial Inspection Period**"), or any extension thereof, and thereafter until Closing if this Agreement has not been terminated pursuant to the terms hereof, to enter upon the Property, including, without limitation, any improvements located thereon, to inspect and investigate each and every aspect of the Property including, without limitation, the following:

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i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

ii) The physical condition and aspects of the Property, including, without limitation, the seismic aspects of the Property, and all other physical and functional aspects of the Property including an examination for the presence or absence of Hazardous Materials, as defined below, which shall be performed or arranged by Purchaser at Purchaser's sole expense. (For purposes of this Agreement, "Hazardous Materials" shall mean inflammable explosives, radioactive materials, asbestos, asbestos–containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, petroleum and petroleum distillates, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws (collectively, "Environmental Laws");

iii) any easements and/or access rights affecting the Property; and,

iv) all other matters of material significance affecting the Property including, without limitation, topographical and or ALTA surveys ("Surveys"), soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions.

B) Damage/Restoration of Property: To the extent that any testing disturbs the surface of the Property, Purchaser will, at the expense of Purchaser, restore the Property to as nearly as possible its condition prior to the testing. Purchaser hereby indemnifies Seller and agrees to hold Seller harmless from and against any loss, damage, personal injury, death, property damage, liens, liabilities or expense of any nature whatsoever, including, without limitation, reasonable attorneys' fees actually incurred, which Seller may suffer or incur as a result of the exercise by Purchaser of its rights under this Paragraph. This Paragraph shall survive any termination of this Agreement. During the Initial Inspection Period provided for herein, Purchaser shall conduct such inspections and examinations as desired by Purchaser showing to the satisfaction of Purchaser in its sole discretion that the Property is acceptable to Purchaser and are usable by Purchaser (or its assignee as permitted herein) for the purpose of constructing and operating the Project with adequate parking.

C) Purchaser's Determination: If during the Initial Inspection Period (or any extension of the Initial Inspection Period) the Purchaser should determine in its sole discretion for any reason that the Property is inadequate, unacceptable or unusable for the purposes set forth in this Agreement, then the Purchaser shall provide notice to that effect to the Seller, whereupon the Deposits shall be paid over to Purchaser in accordance with this Agreement, this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

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D) Title Objections: On or before the expiration of the Initial Inspection Period, Purchaser shall notify Seller of any objectionable title matter or defect or survey matter or defect (collectively, a "**Title Objection**") which affects the marketability or insurability of the title to the Property (or either of them) or which adversely affects the use of the Property (or either of them) for the Project or which Purchaser otherwise deems objectionable in its sole discretion. In the event Seller is notified of any such Title Objections prior to the expiration of the Initial Inspection Period, Seller shall have five (5) business days from receipt of such written notice within which to notify Purchaser of which such Title Objections ("**Seller's Title Letter**") Seller shall satisfy or otherwise cure or otherwise remove. Purchaser shall have the option to be exercised within five (5) business days from receipt of Seller's Title Letter of either accepting the title as proposed by Seller in Seller's Title Letter and waiving any other Title Objections, or, terminating this Agreement by written notice to Seller and receiving a refund of the Deposits which shall immediately be returned to Purchaser by Title Company, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination. In the event Purchaser fails to so respond to Seller's Title Letter or terminate this Agreement as hereinabove provided, and except as provided below, Purchaser shall be deemed to have agreed to accept the title as proposed by Seller and to continue toward closing of the purchase and sale transaction contemplated herein subject to the terms and conditions hereof.

E) Title and Survey Updates: From and after the date of the Initial Inspection Period, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey(s), and Purchaser may object to any matters of title first appearing after the effective date of the original title commitment obtained by Purchaser by giving Seller written notice of any such defects or objections within five (5) business days after Purchaser's receipt of same. The title objection and response process provided above shall then be replayed, and if Seller is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Purchaser shall be entitled to exercise the same rights enumerated in herein.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall also have the right to examine title to the Property at any time prior to Closing for the purpose of ascertaining whether Seller remains in compliance with Seller's representations, warranties and covenants set forth herein, and Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a breach of Seller's representations, warranties or covenants under this Agreement occurs and is not cured by Closing, Purchaser's rights and remedies with respect thereto shall be as set forth in paragraph 3(A) of this Agreement.

F) Monetary Liens: Notwithstanding the foregoing, Seller shall be obligated to cure on or before the date of Closing (i) any encumbrances filed against the Property to secure the repayment of debt, including without limitation, financing, taxes and assessments and (ii) any other Title Objections of a monetary nature attributable to Seller which can be satisfied by the expenditure of Seller's funds not to exceed $25,000.00 (collectively "**Monetary Liens**"). In addition, Seller shall (i) terminate any service and supply contracts applicable to the Property on or before Closing and (ii) terminate any existing tenancy rights affecting the Property, including removal of all Parties in possession of the Property or any portion thereof ("**Tenancy Rights**"). In the event Purchaser does not provide Seller with notice of any Title Objection on or prior to the expiration of the Initial

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Inspection Period or, in the event Purchaser fails to terminate this Agreement within ten (10) business days after Seller's Title Letter, Purchaser shall be deemed to have waived any Title Objection arising from circumstances existing at the expiration of the Initial Inspection Period, other than Monetary Liens and Tenancy Rights. If any Monetary Liens or Tenancy Rights affect the Property as of the date of Closing, Purchaser may, but shall not be obligated to, obtain release of such Monetary Liens and the termination of such Tenancy Rights and Purchaser's reasonable, out-of-pocket costs actually incurred in connection therewith shall be credited against the Purchase Price. If Purchaser so elects to pursue release of such Monetary Liens and termination of such Tenancy Rights, the Closing Date shall be extended as necessary for Purchaser to effect the same. Notwithstanding any such election, as long as any Tenancy Rights or Monetary Liens remain in effect, Purchaser may at any time elect (a) to consummate the transaction contemplated by this Agreement without regard to such Monetary Liens and Tenancy Rights, in which event the Purchase Price shall be adjusted as mutually agreed by the Parties, or (b) to terminate this Agreement, whereupon the Deposits will be refunded to Purchaser and no Party shall have any rights, duties, or obligations hereunder, except those that expressly survive termination of this Agreement.

G) Extension of Initial Inspection Period. Except as otherwise provided herein, Purchaser may not extend the Initial Inspection Period without the written approval of Seller, which approval shall not be unreasonably withheld if Purchaser is diligently and continuously pursuing testing and investigation of the Property, including pursuit of the Approvals. Should Purchaser desire an extension of the Initial Inspection Period, then Purchaser must, on or before the expiration of the Initial Inspection Period, request such extension of the Initial Inspection Period, and pay to Seller a non-refundable amount of THREE THOUSAND AND NO/10 DOLLARS ($3,000.00) for said extension (the "**Additional Deposit**."). However, except as otherwise provided herein, the Initial Inspection Period may only be extended for one (1) period of no more than thirty (30) days (such extended period, herein called the "**Extended Inspection Period**"; the Initial Inspection Period, as may be extended pursuant to the terms of this Agreement, is referred to herein as the "**Inspection Period**").

H) Permitting and Zoning. During the Inspection Period, Purchaser shall have the right to confirm that the zoning of the Property will support Purchaser's intended development and operation of the Project ("**Project Zoning**"), and Purchaser shall apply for and receive all necessary approvals and permits from the City of College Park (or appropriate governmental agency) to commence the Project (as defined below), including but not limited to (to the extent required) (i) a parking variance, (ii) a land disturbance permit, (iii) a building permit, and (iv) any other such permits or approvals deemed necessary and appropriate by Purchaser (the "**Approvals**").

If Purchaser determines that the Project's currently existing zoning does not allow for the development and operation of the Project, or if Purchaser is unable to timely obtain the Approvals, Purchaser shall have the right to pursue a rezoning of the Property or any needed variance required in connection with the Project Zoning and/or to apply for and obtain the Approvals, at Purchaser's expense. Seller agrees to fully cooperate with Purchaser in the rezoning and permitting of the Property or in pursuing any such variance, including execution and delivery of any documents required in connection therewith. If it is determined that the rezoning of the Property or approval of the variance or the permitting will not be complete prior to the expiration of the Inspection Period, Seller agrees that the Inspection Period may be further extended, without payment of an

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additional fee, but only with respect to Purchaser's completion of the Approvals and/or the rezoning of the Property or any needed variance until such date as the Approvals have been obtained and the Property shall be rezoned or such variance granted to allow for the development and operation of the Project and any applicable appeals related thereto shall be exhausted. Purchaser may exercise the right to extend the Inspection Period up to a maximum period of six (6) months pursuant to this Paragraph by delivery of written notice to Seller prior to the then-current expiration of the Inspection Period, reciting the lack of acceptable zoning at the Property.

I) Purchaser's Contingency. Purchaser's Project Zoning shall be contingent upon Purchaser consummating the purchase of Lots 2 and 3 which lands are further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof.

J) Development Plans: Purchaser shall deliver to Seller, prior to the expiration of the Inspection Period, a site plan for the Project in keeping with the zoning requirements of the designated Planned Unit Development (PUD), which Project is further described or depicted in Exhibit "B" attached hereto and by this reference made a part hereof.

5) Seller Deliverable Items

A) Seller's Deliveries. On or prior to the Effective Date, Seller shall deliver to Purchaser the Seller Deliverable Items relating to the Property as hereinafter defined and to the extent available. As used herein, "**Seller Deliverable Items**" shall mean those items identified on Exhibit "C" attached hereto and made a part hereof. By furnishing Purchaser with the Seller Deliverable Items, Seller does not make any warranty or representation with respect to the accuracy, completeness, conclusions or statements expressed in such materials, nor does Seller represent or warrant that these are the sole materials now available with respect to the matters covered thereby; provided, however, that Seller does affirmatively represent and warrant (the following being the "**SDI Representations**") that (i) as of the Effective Date such information is the only information in Seller's possession related thereto, (ii) Seller has no knowledge that any of the Seller Deliverable Items are inaccurate or incomplete and (iii) Seller warrants that Seller has not altered any of the Seller Deliverable Items prior to delivery to Purchaser. Subject to the SDI Representations, Purchaser acknowledges that Purchaser will rely solely on studies, if any, performed under Purchaser's direction. Seller assumes no duty to furnish Purchaser with any updates of the Seller Deliverable Items. Except to the extent that the SDI Representations are untrue, Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in any Seller Deliverable Items so furnished, and any and all claims arising out of any duty of Seller to acquire, seek or obtain materials.

B) AS-IS, WHERE IS: Except as otherwise provided in this Agreement and any documents delivered at Closing, Seller has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against Seller, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically p

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herein or in any document delivered by Seller at Closing, the Property will be conveyed to Purchaser in "**AS-IS, WHERE IS, WITH ALL FAULTS**" condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property. Seller warrants with respect to the Property that there is no pending, and Seller has no knowledge of, any threatened, condemnation or taking with respect to the Property, nor any litigation or claims concerning said Property, and that there are no leases, written or otherwise, affecting the Property. Further, to the best of Seller's knowledge, there are no hazardous substances or waste on the Property. Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

6) Closing.

A) Closing Date. The consummation of the purchase and sale of the Property contemplated under this Agreement (the "**Closing**") shall be held on or before the date which is thirty (30) days after the expiration of the Inspection Period at a time at and location within the metropolitan Atlanta area as designated by Purchaser to Seller. Purchaser will give Seller not less than five (5) business days' notice of such time and location, or through Escrow Agent. All applicable Deposits shall be applied to the Purchase Price at Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

B) Closing Conditions to be Satisfied Prior to Closing. After the expiration of the Inspection Period, Purchaser's obligation to close shall at all times be conditioned upon the following (unless waived by the non-obligated Party; such conditions, the "**Closing Conditions**"):

i)Seller delivering good and marketable fee simple title to the Property by warranty deed subject only to any Permitted Exception as hereinafter defined, and all other items required to be delivered to Purchaser in accordance with the provisions of Paragraph 7 of this Agreement.

ii)The truth and accuracy in all material respects of Seller's warranties and representations in Paragraphs in this Agreement titled Seller's Representations and Warranties and Environmental, Health and Safety Matters at the time of this Agreement and as of the Closing Date, and the compliance by Seller with each and every covenant and agreement to be performed on its part in accordance with this Agreement.

iii)Seller promptly providing Purchaser with any written notices it receives with respect to the Property regarding violations at the Property, including without limitation, notices from any governmental agency.

iv)Should Seller fail to satisfy (or Purchaser fail to waive) any one or more of the contingencies set forth in these subparagraphs by the Closing Date (if permissible under the terms of this Agreement), then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon all of the Deposits shall be refunded to Purchaser except ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) of such Refundable Deposits which shall be paid to Seller in consideration of entering into this Agreement.

C) Closing Costs.

Purchaser shall be responsible for the payment of (i) all costs associated with Purchaser's due diligence, (ii) the premium for the issuance to Purchaser of a standard ALTA Form B Owner's Policy of Title Insurance for the Property, (iii) the costs for preparation and update of the S

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(iv) Purchaser's attorney's fees, (v) the recording fees on the Limited Warranty Deed (hereafter defined), and (vi) any escrow fee charged by the Escrow Agent.

Seller shall be responsible for the payment of (i) the costs to prepare the Limited Warranty Deed and all other documents necessary to perform Seller's agreements and obligations hereunder, (ii) its own attorney's fees, (iii) any assessments due prior to Closing with respect to the Property, (iv) all real estate transfer taxes, if any (v) the costs of recording any documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property.

7) **Conveyance Of Title.**

A) Seller shall convey good and marketable fee simple title to the Property to Purchaser at Closing pursuant to one (1) joint or two (2) separate and recordable limited warranty deed(s) (in either case, the "**Warranty Deed**") duly executed, witnessed and authorized, free and clear of liens and encumbrances created by Seller and other Title Objections (as hereinafter defined) other than (i) Title Objections not cured by Seller and waived or deemed waived by Purchaser in writing, and (ii) any and all matters arising after the date hereof resulting from the acts or omissions of Purchaser ((i) and (ii) hereinafter collectively referred to as "**Permitted Exceptions**"). For purposes of this Paragraph, "good and marketable fee simple title" shall mean fee simple ownership which is marketable title as determined in accordance with the laws of the State of Georgia, as supplemented by the title standards of the State Bar of Georgia and shall exclude any preprinted standard title exceptions set forth in any title insurance commitment obtained by Purchaser. The legal descriptions to be incorporated into each Warranty Deed shall be based on the Surveys provided for in this Agreement. If the boundaries of the legal descriptions of the Property, as depicted on the Surveys, are not the same as the legal descriptions attached to this Agreement, Seller will, at Closing, execute and deliver to Purchaser a recordable and insurable Quitclaim Deed duly executed, witnessed and notarized containing a legal description of each parcel of the Properties prepared from the Surveys including the common boundaries.

B) Seller and Purchaser shall each deliver to the other at Closing such documents as may be reasonably required to evidence the authority of such Party for the execution and delivery of the documents to be delivered hereunder.

C) Seller and Purchaser shall execute and deliver to the other at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement, including without limitation, a settlement statement and form 1099. In addition, Seller shall deliver such affidavits as may be required to insure good and marketable fee simple title to the Property as required herein, withholding certificates, and a brokerage affidavit.

D) Seller shall deliver to Purchaser and Title Company at Closing an affidavit reasonably acceptable to Purchaser and Title Company stating that to the knowledge of the person making such affidavit (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property by Seller during the last one hundred (100) days immediately preceding Closing, or if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been or will be paid in full in the ordinary course of business; (ii) that Seller is not a "foreign person" as that term is defined in the I.R.C., Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; and (iii) no legal proceed

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pending or to Seller's knowledge threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Purchaser in accordance with this Agreement.

E) Tax Abatement: Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

8) Recapture and Reconveyance with respect to the Property

A) Recapture and Repurchase: Purchaser shall pay to Seller the Purchase Price for the Property, after adjustment for the prorations, if any, and application of the Deposits. If the conditions set forth below are not met, the Seller, in its sole discretion, shall be entitled to demand by written notice (a "**Recapture Notice**") that the Purchaser reconvey the Property to Seller. Such repurchase shall occur on or before the ninetieth (90th) calendar day following the later of (i) the delivery of the Recapture Notice, or (ii) the date on which all governmental approvals and consents have been obtained by Seller such that Seller is ready, willing and able to repurchase the Property (such later date hereinafter the "**Repurchase Date**"). The Property shall be repurchased by the Seller at the Purchase Price set forth in this Agreement, with any and all improvements thereon, said improvements being considered as included in the Purchase Price set forth in Paragraph 2, and upon the same terms and conditions as contained herein, except that Seller shall not be entitled to any credit for the Deposits (this entire Paragraph being the "**Reconveyance Rights**").

B) Commencement Deadline: The Seller shall be entitled to demand the reconveyance of the Property to Seller upon the failure of development to commence on the Property (i.e. commencement of land disturbance) on or before the date which is twelve (12) months after the date of Closing (such date, as the same may be extended as provided for immediately herein below, the "**Commencement Deadline**"). Additionally, Purchaser must submit its development plan with its application for a land disturbance permit to the applicable governmental authorities prior to the Commencement Deadline. Seller shall make every reasonably good faith effort to allow such development to commence on or before the Commencement Deadline, and may, at Seller's sole discretion, grant to Purchaser an extension of the Commencement Deadline for an additional six (6) month period, as warranted under the circumstances for the extension, at no cost to Purchaser. However, any additional extension of the Commencement Deadline shall only be granted at Seller's sole discretion, and upon the payment of an amount equal to FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per day to Seller by Purchaser as consideration for said extension (the "**Commencement Extension Fee**"), prior to sending the Recapture Notice to Purchaser. The Commencement Extension Fee shall be non-refundable.

C) Project Completion Deadline: Once Purchaser commences construction, Purchaser shall diligently prosecute the Project to completion, subject to force majeure delays, and shall use commercially reasonable efforts to substantially complete (or cause the substantial completion of) the Project, no later than thirty (30) months after the issuance of the land disturbance permit (the "**Project Completion Deadline**"). In the event Purchaser does not complete the Project by this date, then Seller may, at its option and in its sole discretion, exercise the Reconveyance Rights as outlined herein.

D) Right to Demand Reconveyance: Seller's right to demand reconveyance of the Property shall be Seller's sole and exclusive remedy for such a failure of development to begin by the Commencement Deadline or, in the event the Project is not completed by the Project C[illegible]n

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Deadline, Seller may, in its sole discretion, demand reconveyance of the Property. Except for limiting Seller's remedies in connection with the failure to commence or complete development of the Property, the foregoing sentence shall not otherwise affect Seller's rights and remedies under this Agreement.

E) Waiver of Reconveyance Rights: In the event the commencement or completion of development on the Property shall be satisfied, or Seller's waives its Reconveyance Rights, Seller shall execute and record such instrument as Purchaser may reasonably request to evidence such satisfaction and/or waiver; provided, however, Seller's failure to do so shall not affect such satisfaction or waiver and in the event, Seller fails to do so Purchaser may unilaterally record an instrument evidencing such satisfaction or waiver.

Notwithstanding anything to the contrary contained herein, in the event Seller delivers a Recapture Notice but the development on the Property commences or is completed prior to the Repurchase Date, then the failure to timely commence or complete development shall be deemed cured and the Reconveyance Rights shall be waived, forever forfeited and of no further force and effect. In addition, and notwithstanding any other provision of this Paragraph, the Commencement Deadline and the Project Completion Deadline shall each be extended for force majeure, including, without limitation, war, strikes, fires, floods, acts of God, governmental restrictions or moratoria, or power failures.

F) Lender's Request/Performance Bond: In the event Purchaser's Lender requests (**"Lender's Request"**) that the Reconveyance Rights be removed from the Agreement in order to approve its loan to Purchaser as evidenced by a letter to the Seller from either (i) Purchaser's Lender or (ii) Purchaser's attorney requesting said removal and stating that Purchaser's loan is approved subject to the removal of Seller's Reconveyance Rights, which removal shall also be subject to Purchaser maintaining a performance bond in full force and effect until the Project is completed, then in that event, Seller agrees, that, notwithstanding anything to the contrary, the Reconveyance Rights shall be unilaterally stricken from this Agreement upon receipt of such Lender's Request without the requirement of further approval by Seller.

In the event that Purchaser's financing covers the cost of the entire Project and the maintenance of a performance bond in full force and effect until the Project is completed is included as a condition of approval of said financing, Purchaser's obligation to maintain a performance bond in full force and effect as set forth herein shall be deemed satisfied.

Notwithstanding anything else to the contrary contained herein, the City of College Park shall not issue building permits for the Project until Purchaser provides proof that it has secured a performance bond for the Project in form and amount satisfactory to Seller to secure the faithful performance of this Agreement. The parties agree that performance means the construction of the Project as negotiated and agreed to among the parties (see Exhibit "B"). The failure of the commencement of the entire project or the failure of completion, as set out within thirty (30) months shall be cause to involve the recapture and reconveyance of the property by the Seller.

G) The provisions of this Paragraph shall survive the Closing. Further, the Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Lender's Request to the contrary.

H) In the event of a breach of this Paragraph by Purchaser that results in the Seller filing a lawsuit to enforce its terms, then in that event Seller shall be entitled to recover from Purchaser

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expenses of such litigation including attorneys' fees from Purchaser in an amount to be determined by the court where the lawsuit is filed.

9) Casualty and Condemnation.

In the event, at any time between the making of this Agreement and Closing, all or any material portion of the Property is condemned (or threatened to be condemned) by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) consummate the purchase of the Property and collect all proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the Parties hereto with no reduction in the Purchase Price.

In the event of a condemnation in which Purchaser does not elect to terminate this Agreement, then Seller shall on Closing pay any and all condemnation awards and compensation then received by Seller for the Property to Purchaser. In addition, Seller shall assign to Purchaser all rights and claims of Seller with respect to payment and compensation on account of such taking. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) above in this Paragraph. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have fifteen (15) days after Purchaser receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such fifteen (15) day period in which to make the election under this Paragraph.

Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may, either at or prior to Closing, (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), in which event neither Party shall have any further right or obligation hereunder, other than the obligations that expressly survive termination, or (ii) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's deductible under its insurance policy.

10) Assignment. Purchaser may not assign Purchaser's rights or obligations under this Agreement without the prior written consent of Seller; provided, however, Purchaser shall have the right, without obtaining Seller's consent, to assign Purchaser's rights and obligations under this Agreement to (i) any parent, subsidiary or other entity owned or controlled by or in common ownership with Purchaser; and (ii) any entity affiliated with Purchaser in which (a) Purchaser owns a majority interest or (b) Purchaser controls (in any such case, a "**Permitted Party**");

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however, Purchaser shall provide prior notice of such assignment to Seller in writing. Provided further that Purchaser may make no more than two (2) assignments under this Paragraph without obtaining Seller's prior written consent, and provided further that no assignee of Purchaser may assign its rights and obligations under this Agreement to a third party without the prior written consent of the Seller.

11) Survival of Closing. All warranties and representations made herein by either Seller or Purchaser shall survive Closing for a period of one (1) year.

12) Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser as of the date of this Agreement and as of the Closing Date that:

a) Seller is duly organized and validly exists as a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia.

b) Seller has complete and full authority to execute this Agreement and to convey to Purchaser title to the Property in accordance with this Agreement without the joinder or consent of any third party.

c) Seller is the owner in fee simple of the Property; provided, however, that with respect to the Property, this representation, warranty and covenant shall only apply as of the Closing Date.

d) Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.

e) Seller has no knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.

f) To the knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Purchaser upon learning of any such assessments.

g) There are no leases or occupancy agreements currently affecting any portion of the Property.

h) Seller has not granted any right-of-first refusal or similar right with respect to the Property and, to the knowledge of Seller, no right-of-first refusal or similar agreement exists in connection with the Property.

i) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

j) Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or

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proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

k) Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

l) Seller covenants and agrees with Purchaser that from and after the Effective Date and through the Closing (if this Agreement is not sooner terminated), Seller will (a) refrain from transferring the Property (or any portion thereof) or creating or allowing to be created on the Property any liens, judgment liens, easements, mortgages or other agreements (including, without limitation, leases or service agreements) which will survive Closing and affect or impact the Property; and (b) continue to operate, maintain and repair the Property in compliance with all applicable laws, rules, regulations, ordinances and covenants applicable thereto and in a manner consistent with Seller's current practices.

13) Environmental, Health And Safety Matters.

To its knowledge, Seller is not subject to any claim, obligation, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Laws or arising out of any act or omission of Seller, or Seller's employees, agents or representatives or arising out of the ownership, use, control or operation by Seller of any facility, site, area or property from which any Hazardous Materials were released into the environment (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air);

Seller has received no notice that the Property (or any portion thereof) is in violation of Environmental Laws;

Seller has no actual knowledge that the Property contains any asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets; and,

Seller has not imported any Hazardous Materials (as defined in this Agreement) onto the Property.

14) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, sent via a nationally recognized overnight courier service, or on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as the Parties may from time to time designate by notice in writing to the other Parties:

If to Seller:
College Park Business and Industrial Development Authority
College Park City Hall
3667 Main Street
College Park, Georgia 30337
Attn: Artie Jones, III, Executive Director

If to Purchaser:
Heart of Atlanta Group, Inc.
1420 Peachtree Street NE
Suite 100
Atlanta, GA 30309
Attn: Rick Hale

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Heart Of Atlanta Group, Inc.

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With a copy to:
Daniel W. Lee, Esq.
Freeman, Mathis & Gary, LP
100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339

With a copy to:

15) Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

16) Surveys. The Purchaser, at the Purchaser's sole cost and expense, shall obtain from a Georgia Registered Land Surveyor, one or more legal Survey(s) showing the Property to be conveyed under this Agreement. Promptly upon receipt of said Survey, the Purchaser shall cause the Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre, and shall form the basis of the legal description to be used for the conveyance of the Property. In the event the Seller disagrees with a Survey, the Seller shall have the right, at the Seller's expense, to have a new survey of the Property (or of the one disputed) prepared. In the event the Purchaser does not accept the Seller's survey, the Purchaser's and the Seller's surveyors shall name a third surveyor to survey the Property (or the one disputed), and the cost thereof shall be divided equally between the Seller and the Purchaser.

17) Brokers. Seller and Purchaser each warrant and represent to the other that KW COMMERCIAL ATLANTA CLASSIC (**Seller's Broker**) was the only Broker involved in negotiating this transaction. A total commission of ten percent (10%) of the Purchase Price shall be paid by Seller to said Broker and no other real estate commission or compensation shall be payable by either Party with respect to sale and purchase pursuant to this Agreement. Purchase and Seller shall indemnify and save harmless the other Party against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by reason of any breach of the payment or compensation by Purchase or Seller to a Broker.

18) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

19) Waiver. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. Notwithstanding anything to the contrary contained herein, each of the parties hereby, and only to the extent allowable by law, expressly waives any and all claims against the other arising out of any acts or omissions of the other.

20) Counterparts. This Agreement may be executed in several counterparts, each of which is deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

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21) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

22) Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23) Entire Agreement. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties, supersedes all prior written or oral communications relating the subject matter hereof, and is binding upon Seller and Purchaser, their respective heirs, successors, legal representatives and assigns.

24) Exclusivity. During the term of this Agreement, Purchaser and Seller hereby acknowledge and agree that Seller shall not commence, undertake or continue any negotiations with any other party concerning the sale of the Property.

25) Date of Agreement. The "**Effective Date**" of this Agreement for all purposes shall be the Date of this Agreement as specified on the first page hereof. In the event that the expiration of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the state in which the Property are located, such date shall be automatically extended to the next applicable business day.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Heart Of Atlanta Group, Inc.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates written below.

SELLER:
College Park Business and Industrial Development Authority

SIGN HERE

By: Eleanor Cornelius
ELEANOR D. CORNELIUS, Chairlady
Date:

PURCHASER:
HEART OF ATLANTA GROUP, INC.

By: Rick Hale dotloop verified 05/10/20 2:48 PM EDT 4GES-MGMV-NKVB-P0GJ
Printed: Rick Hale
Title: president
Date: 05/10/2020

ESCROW AGENT:
First American Title Insurance Company

By:
Printed:
Title:
Date:

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Purchaser
Heart Of Atlanta Group, Inc.

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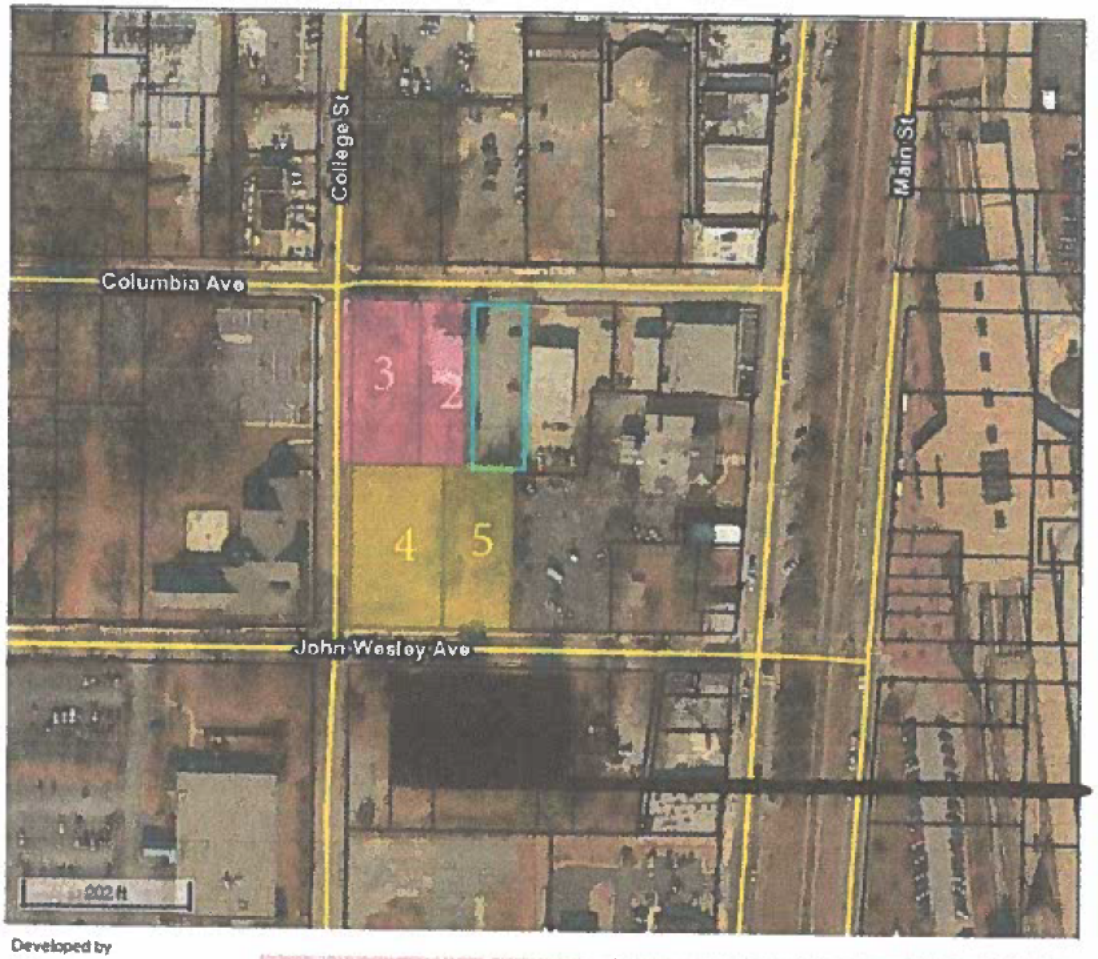
EXHIBIT "A"
Property - Legal Description of the Property

[For Agreement purposes and until the completion of the ALTA Survey, the following list and the attached Tax Map shall constitute the Property description - Upon completion of the ALTA Survey, the metes and bounds legal description of the Property will be substituted as the final Exhibit "A".]

Parcel No:	Street Address:
14 016100100293	West John Wesley Ave
14 16100100285	1887 John Wesley Ave



Lot 2.	Longino	0.26 ACRES	14 016100100186
Lot 3.	Ellis	0.13 ACRES	14 016100100178
Lot 4.	BIDA	0.33 ACRES	14 016100100293
Lot 5.	BIDA	0.33 ACRES	14 016100100285

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Purchaser
Heart Of Atlanta Group, Inc.

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EXHIBIT "B"
Project

[For Agreement purposes and until the completion of the full set of plans for the development of the Project, the following shall constitute the Project description - Upon completion prior to the expiration of the Inspection Period, the full set of plans of the Project will be substituted as the final Exhibit "B".]

Description:	Square Footage:
2 story office building	13,000 – 16,000 +/- square feet

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Purchaser
Heart Of Atlanta Group, Inc.

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Exhibit "C"
Seller Deliverable Items

- The most recent title policy or title commitment on the property in the possession or control of Seller together with all related documents.

- The most recent ALTA survey and topographic study for the property and a copy of the construction blueprints, engineering plans and as-built drawings in the possession or control of Seller, if any.

- Legal description of the Property.

- Zoning Compliance Certificate for the Property and all zoning approvals (including variances and any pending applications).

- Declaration of covenants, conditions, restrictions, reservations and easements for the Property.

- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies.

- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the Property.

- A list of all personal property, if any, owned by Seller, located at the Property, and used or useful in connection with its operation and maintenance.

- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in Seller's possession or control.

- A schedule of pending litigation, if any, affecting the property or Seller's ability to convey the Property.

BHDA

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Purchaser
Heart Of Atlanta Group, Inc.

EXHIBIT VII

Purchase and Sales Agreement for

Office Project #2

Collaborative Holdings

Ackerman & Co.

10 Glenlake Parkway | South Tower, Suite 1000
Atlanta, Georgia 30328 | 770.913.3900
www.ackermanco.com

September 25, 2019

Mr. Artie Jones, III
City of College Park
College Park Business and Industrial Development Authority
3667 Main Street
College Park, GA 30337

SUBJECT: Purchase Offer for Land Parcels: 1884 John Wesley Avenue and W. John Wesley Avenue

Dear Artie,

On behalf of our client, we are pleased to submit this Letter of Intent (LOI) as a purchase offer for the above referenced property in accordance with the following terms and conditions:

Property:	1884 John Wesley Avenue (0.55 acre, ID# 14-0161-0010-043-4), W. John Wesley Avenue (0.22 acre, ID# 14-0161-0010-042-6), and W. John Wesley Avenue (0.22 acre, ID# 14-0161-0010-041-8) for a total of 0.99 acres.
Purchaser:	Collaborative Holdings, LLC
Seller:	College Park Business and Industrial Development Authority
Purchase Price:	$210,000.00
Earnest Money:	$5,000 will be deposited as an earnest money deposit with a mutually acceptable title insurance company or with Seller's Broker within three business days of final executed Purchase Agreement. Earnest money deposit will be held in escrow and shall serve as a credit against the purchase price at closing and will constitute liquidated damages in the event of a default by Purchaser. If Purchaser terminates the Purchase Agreement during the Inspection Period, the earnest money will be refunded to Purchaser.
Purchase and Sales Agreement:	Purchaser and Seller agree to work towards a mutually acceptable Purchase and Sales Agreement to be executed no later than 15 calendar days from the date of the fully executed Letter of Intent.
Inspection Period:	Purchaser shall have up to 90 calendar days following final execution of a Purchase Agreement in which to inspect and examine the above referenced property. If at any time during the Inspection Period, Purchaser determines that the property is not acceptable for any reason, then the Purchaser may terminate the Purchase Agreement whereupon the title insurance company shall refund the earnest money as provided for above and Purchaser will return to Seller all property related items provided to Purchaser.

Project Approval Period:	Up to 60 calendar days following expiration of Inspection Period to allow for the application to any governmental agency for the approval of required re-zoning, re-platting, special use permits, site plan approvals, and all other governmental permits and approvals necessary for Purchaser's Intended use of Property.
Project Approval: Extension Options	Purchaser shall have the right to extend the Project Approval Period to include two (2) 30-day extension options.
Closing:	The closing will occur on or before ten (15) calendar days from the expiration of the Inspection Period or Project Approval Extension, whichever is later and provided Purchaser has not terminated Purchase Agreement prior to expiration of Inspection Period. The parties acknowledge and agree to cooperate and sign documents if Seller or Purchaser chooses to sell or acquire this property to fulfill a tax free or like/kind exchange, provided, however, that the closing date shall not be extended any further than provided herein.
Closing Costs:	Seller will pay Georgia transfer tax. Purchaser shall pay title insurance costs, a survey (if required), and normal recording costs for this transaction. Seller and Purchaser will pay normal proration of expenses as of the date of closing. Each party will pay its own attorney's fees. Purchaser and Seller acknowledge that no broker has been involved in this transaction except for Ackerman & Co. who represents Purchaser.
Commission:	Seller shall be responsible to pay a sales commission to Ackerman & Co. related to this transaction commensurate to 6.0% of total sales price.

This Letter of Intent is a non-binding agreement and is subject to the preparation of a Purchase Agreement that is mutually acceptable and executed by Purchaser and Seller. This Letter of Intent shall become null and void if not executed on or before September 30, 2019.

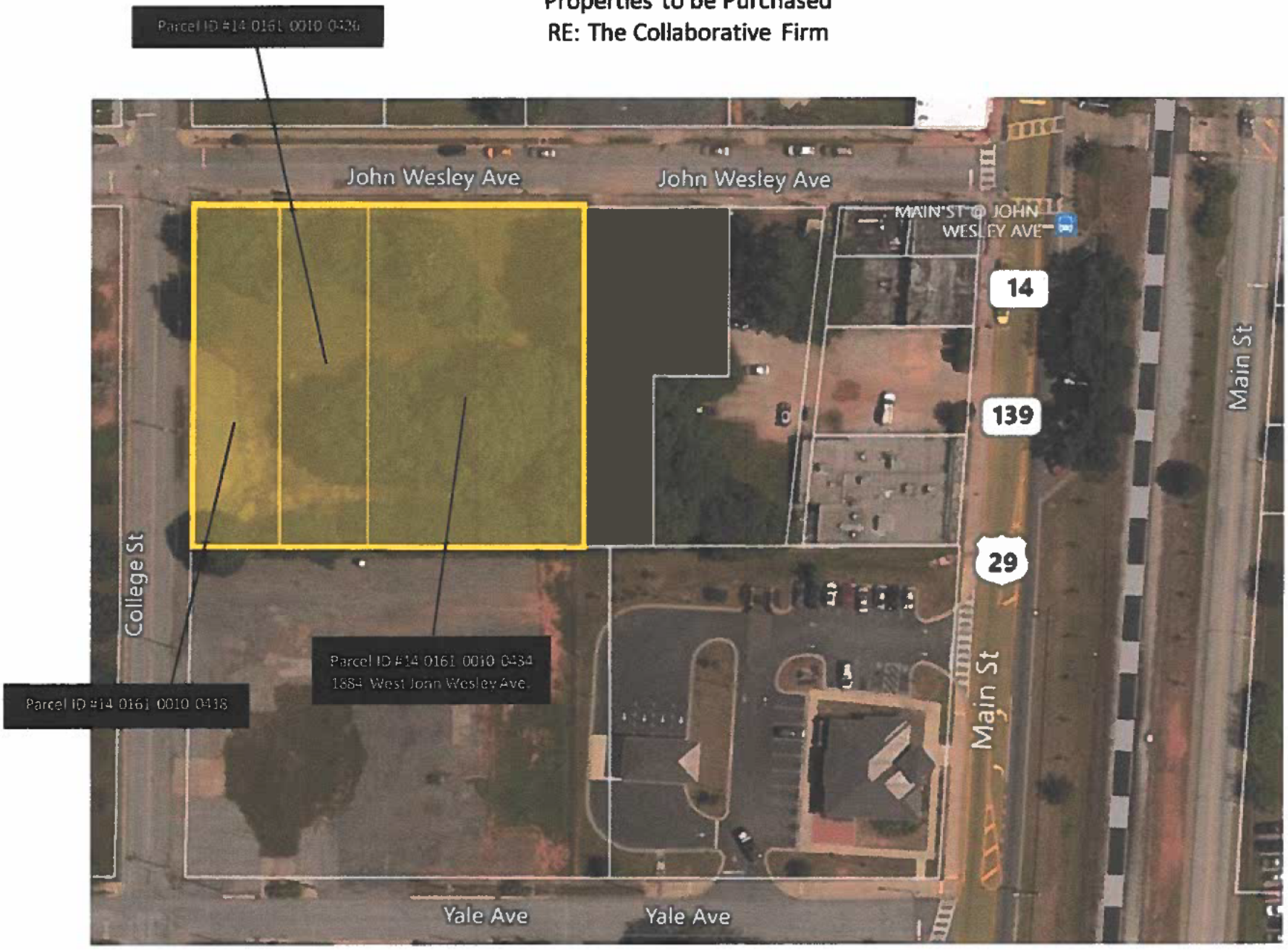
Accepted this _____ day of _____ 2019.

Purchaser:		**Seller:**	
Name	Collaborative Holdings, LLC	Name	_____
By	Michael Hightower	By	_____
Signature	_____	Signature	_____
Title	Manager	Title	_____

ATTACHMENT - UPDATE

Properties to be Purchased

RE: The Collaborative Firm



REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (hereinafter sometimes referred to as this "**Agreement**") is hereby made and entered into as of the later of the date of Seller's or Purchaser's execution hereof ("**Date of this Agreement**"), by and between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia (hereinafter referred to as the "**Seller**" or "**BIDA**"), THE COLLABORATIVE FIRM, LLC, a Georgia Limited Liability Company (hereinafter referred to as the "**Purchaser**"), and FIRST AMERICAN TITLE INSURANCE COMPANY (hereinafter referred to as the "**Escrow Agent**") the Seller, the Purchaser, and the Escrow Agent are at times referred to herein individually as "**Party**" or collectively as the "**Parties.**"

WITNESSETH THAT:

WHEREAS, the Seller owns, or will acquire, certain parcels of vacant land located in College Park, Fulton County Georgia and known as:

1884 WEST JOHN WESLEY AVENUE, COLLEGE PARK, FULTON COUNTY, GA PARCEL ID: 14016100100434;

W JOHN WESLEY AVENUE, COLLEGE PARK, FULTON COUNTY, GA PARCEL ID: 14016100100426 and,

W JOHN WESLEY AVENUE, COLLEGE PARK, FULTON COUNTY GA, PARCEL ID: 14016100100418.

which lands are further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage thereon (the "**Property**"); and

WHEREAS, the Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, the Property known as

1884 WEST JOHN WESLEY AVENUE, COLLEGE PARK, FULTON COUNTY, GA PARCEL ID: 14016100100434;

W JOHN WESLEY AVENUE, COLLEGE PARK, FULTON COUNTY, GA PARCEL ID: 14016100100426 and,

W JOHN WESLEY AVENUE, COLLEGE PARK, FULTON COUNTY GA, PARCEL ID: 14016100100418.

which land is further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, at the purchase price established herein; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1) **Purchase And Sale**. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase the Property, subject to and in accordance with the terms and conditions set forth herein.

2) **Purchase Price**. The purchase price for the conveyance of the Property to be paid by Purchaser to Seller shall be TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($220,000.00) ("**Purchase Price**"). The Purchase Price, as adjusted by: (i) any prorations provided for herein and (ii) as reduced by the escrow deposit (the "**Deposits**" as defined below), will be paid to Seller by wire transfer of immediately available U.S. funds at Closing.

3) **Deposit; Escrow Agent**.

Within three (3) business days after the Date of this Agreement, Purchaser will deliver to the Escrow Agent the sum of TEN THOUSAND AND NO/100 DOLLARS ($10,00.00) as an escrow deposit (the "**Deposit**"). The Deposits shall be held in escrow by the Escrow Agent in an interest-bearing account at a financial institution insured by the Federal Deposit Insurance Corporation. The term Deposits shall include the Deposit, Additional Deposit, Extension Deposit and all interest accrued thereon.

If and when there is a closing of the transaction contemplated hereby, then the Deposits shall be applied against the Purchase Price at the time of Closing. If the sale of the Property as contemplated hereunder is consummated, then the Deposits shall be absolutely nonrefundable and paid to Seller as part of the Purchase Price and retained by Seller at the Closing.

A) Seller's Default: If the sale of the property is not consummated due to Seller's default hereunder, then Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) terminate this agreement and receive a refund from Seller of (i) the deposits, and (ii) all costs and expenses incurred by Purchaser in entering into this transaction and preparing to close on the land, up to a maximum of $25,000.00, in which event neither party shall have any further rights or obligations hereunder; or (2) enforce specific performance of this agreement. Purchaser shall not have any other rights or remedies hereunder as a result of any default by Seller prior to closing, and Purchaser hereby waives any other such remedy as a result of a default hereunder by Seller.

B) Purchaser's Default: If the sale is not consummated due to any default by Purchaser hereunder, then Seller shall retain the Deposits plus the costs and expenses incurred by the Seller to acquire the property as liquidated damages (the parties agreeing that actual damages would be impossible to calculate) as Seller's sole and exclusive remedy in which event neither party shall have any further rights or obligations hereunder.

C) Escrow Agent's Duties: Upon written notification signed by both Seller and Purchaser that the contemplated sale shall not take place or that this Agreement is terminated as provided herein, the Escrow Agent shall deliver the Deposits as provided in this Agreement.

The Parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

In the event of a dispute between the Parties hereto, sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Deposits, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

D) Seller's Rights and Privileges: Notwithstanding anything to the contrary herein, in any event where the Deposits are to be returned to Purchaser, ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Purchaser in this Agreement, thus making and/or establishing further grounds for making this Agreement the valid and enforceable obligation of Purchaser and Seller even though Purchaser may have certain unilateral termination rights herein.

4) Purchaser's Inspections; Title And Survey Review.

A) Initial Inspection Period. Purchaser, its agents and representatives, shall have at all times until SIXTY (60) days from the Date of this Agreement (the **"Initial Inspection Period"**), or any extension thereof, and thereafter until Closing if this Agreement has not been terminated pursuant to the terms hereof, to enter upon the Property, including, without limitation, any improvements located thereon, to inspect and investigate each and every aspect of the Property including, without limitation, the following:

All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

The physical condition and aspects of the Property, including, without limitation, the seismic aspects of the Property, and all other physical and functional aspects of the Property including an examination for the presence or absence of Hazardous Materials, as defined below, which shall be performed or arranged by Purchaser at Purchaser's sole expense. (For purposes of this Agreement, "Hazardous Materials" shall mean inflammable explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, petroleum and petroleum distillates, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws (collectively, "Environmental Laws");

Any easements and/or access rights affecting the Property; and,

All other matters of material significance affecting the Property including, without limitation, topographical and or ALTA surveys ("Surveys"), soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions.

B) Damage/Restoration of Property: To the extent that any testing disturbs the surface of the Property, Purchaser will, at the expense of Purchaser, restore the Property to as nearly as possible its condition prior to the testing. Purchaser hereby indemnifies Seller and agrees to hold Seller harmless from and against any loss, damage, personal injury, death, property damage, liens, liabilities or expense of any nature whatsoever, including, without limitation, reasonable attorneys' fees actually incurred, which Seller may suffer or incur as a result of the exercise by Purchaser of its rights under this Paragraph. This Paragraph shall survive any termination of this Agreement. During the Initial Inspection Period provided for herein, Purchaser shall conduct such inspections and examinations as desired by Purchaser showing to the satisfaction of Purchaser in its sole discretion that the Property is acceptable to Purchaser and are usable by Purchaser (or its assignee

as permitted herein) for the purpose of constructing and operating the Project with adequate parking.

C) Purchaser's Determination: If during the Initial Inspection Period (or any extension of the Initial Inspection Period) the Purchaser should determine in its sole discretion for any reason that the Property is inadequate, unacceptable or unusable for the purposes set forth in this Agreement, then the Purchaser shall provide notice to that effect to the Seller, whereupon the Deposits shall be paid over to Purchaser in accordance with this Agreement, this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

D) Title Objections: On or before the expiration of the Initial Inspection Period, Purchaser shall notify Seller of any objectionable title matter or defect or survey matter or defect (collectively, a "**Title Objection**") which affects the marketability or insurability of the title to the Property (or either of them) or which adversely affects the use of the Property (or either of them) for the Project or which Purchaser otherwise deems objectionable in its sole discretion. In the event Seller is notified of any such Title Objections prior to the expiration of the Initial Inspection Period, Seller shall have five (5) business days from receipt of such written notice within which to notify Purchaser of which such Title Objections ("**Seller's Title Letter**") Seller shall satisfy or otherwise cure or otherwise remove. Purchaser shall have the option to be exercised within five (5) business days from receipt of Seller's Title Letter of either accepting the title as proposed by Seller in Seller's Title Letter and waiving any other Title Objections, or, terminating this Agreement by written notice to Seller and receiving a refund of the Deposits which shall immediately be returned to Purchaser by Title Company, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination. In the event Purchaser fails to so respond to Seller's Title Letter or terminate this Agreement as hereinabove provided, and except as provided below, Purchaser shall be deemed to have agreed to accept the title as proposed by Seller and to continue toward closing of the purchase and sale transaction contemplated herein subject to the terms and conditions hereof.

E) Title and Survey Updates: From and after the date of the Initial Inspection Period, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey(s), and Purchaser may object to any matters of title first appearing after the effective date of the original title commitment obtained by Purchaser by giving Seller written notice of any such defects or objections within five (5) business days after Purchaser's receipt of same. The title objection and response process provided above shall then be replayed, and if Seller is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Purchaser shall be entitled to exercise the same rights enumerated in herein.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall also have the right to examine title to the Property at any time prior to Closing for the purpose of ascertaining whether Seller remains in compliance with Seller's representations, warranties and covenants set forth herein, and Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a breach of Seller's representations, warranties or covenants under this Agreement occurs and is not cured by Closing, Purchaser's rights and remedies with respect thereto shall be as set forth in paragraph 5(b) hereof.

G) Monetary Liens: Notwithstanding the foregoing, Seller shall be obligated to cure on or before the date of Closing (i) any encumbrances filed against the Property to secure the repayment of debt, including without limitation, financing, taxes and assessments and (ii) any other Title Objections of a monetary nature attributable to Seller which can be satisfied by the expenditure of Seller's funds not to exceed $25,000.00 (collectively "**Monetary Liens**"). In addition, Seller shall (i) terminate any service and supply contracts applicable to the Property on or before Closing and (ii) terminate any existing tenancy rights affecting the Property, including removal of all Parties in possession of the Property or any portion thereof ("**Tenancy Rights**"). In the event Purchaser does not provide Seller with notice of any Title Objection on or prior to the expiration of the Initial Inspection Period or, in the event Purchaser fails to terminate this Agreement within ten (10) days after Seller's Title Letter, Purchaser shall be deemed to have waived any Title Objection arising from circumstances existing at the expiration of the Initial Inspection Period, other than Monetary Liens and Tenancy Rights. If any Monetary Liens or Tenancy Rights affect the Property as of the date of Closing, Purchaser may, but shall not be obligated to, obtain release of such Monetary Liens and the termination of such Tenancy Rights and Purchaser's reasonable, out-of-pocket costs actually incurred in connection therewith shall be credited against the Purchase Price. If Purchaser so elects to pursue release of such Monetary Liens and termination of such Tenancy Rights, the Closing Date shall be extended as necessary for Purchaser to effect the same. Notwithstanding any such election, as long as any Tenancy Rights or Monetary Liens remain in effect, Purchaser may at any time elect (a) to consummate the transaction contemplated by this Agreement without regard to such Monetary Liens and Tenancy Rights, in which event the Purchase Price shall be adjusted as mutually agreed by the Parties, or (b) to terminate this Agreement, whereupon the Deposits will be refunded to Purchaser and no Party shall have any rights, duties, or obligations hereunder, except those that expressly survive termination of this Agreement.

H) Extension of Initial Inspection Period. Except as otherwise provided herein, Purchaser may not extend the Initial Inspection Period without the written approval of Seller, which approval shall not be unreasonably withheld if Purchaser is diligently and continuously pursuing testing and investigation of the Property, including pursuit of the Approvals. Should Purchaser desire an extension of the Initial Inspection Period, then Purchaser must, on or before the expiration of the Initial Inspection Period, request such extension of the Initial Inspection Period, and pay to Seller a non-refundable amount of TWO THOUSAND FIVE HUNDRED AND NO/10 DOLLARS ($2,500.00) for said extension (the "**Additional Deposit.**"). However, except as otherwise provided herein, the Initial Inspection Period may only be extended for a period of no more than two (2) thirty (30) day periods (such extended period(s), herein called the "**Extended Inspection Period**"; the Initial Inspection Period, as may be extended pursuant to the terms of this Agreement, is referred to herein as the "**Inspection Period**"). Upon timely Closing, said Additional Deposit shall be applied to the Purchase Price. Any Additional Deposit shall be paid to the Escrow Agent.

I) Permitting and Zoning. During the Inspection Period, Purchaser shall have the right to confirm that the zoning of the Property will support Purchaser's intended development and operation of the Project ("**Project Zoning**"), and Purchaser shall apply for and receive all necessary approvals and permits from the City of College Park (or appropriate governmental agency) to commence the Project (as defined below), including but not limited to (to the extent required) (i) a parking variance, (ii) a land disturbance permit, (iii) a building permit, and (iv) any other such permits or approvals deemed necessary and appropriate by Purchaser (the "**Approvals**").

If Purchaser determines that the Project's currently existing zoning does not allow for the development and operation of the Project, or if Purchaser is unable to timely obtain the Approvals, Purchaser shall have the right to pursue a rezoning of the Property or any needed variance required in connection with the Project Zoning and/or to apply for and obtain the Approvals, at Purchaser's expense. Seller agrees to fully cooperate with Purchaser in the rezoning and permitting of the Property or in pursuing any such variance, including execution and delivery of any documents required in connection therewith. If it is determined that the rezoning of the Property or approval of the variance or the permitting will not be complete prior to the expiration of the Inspection Period, Seller agrees that the Inspection Period may be further extended, without payment of an additional fee, but only with respect to Purchaser's completion of the Approvals and/or the rezoning of the Property or any needed variance until such date as the Approvals have been obtained and the Property shall be rezoned or such variance granted to allow for the development and operation of the Project and any applicable appeals related thereto shall be exhausted. Purchaser may exercise the right to extend the Inspection Period up to a maximum period of six (6) months pursuant to this Paragraph by delivery of written notice to Seller prior to the then-current expiration of the Inspection Period, reciting the lack of acceptable zoning at the Property.

J) Future Expansion/Easement: Seller shall retain a permanent easement for the benefit of the City of College Park, running with the Property on the College Street side for future roadway, parking, or streetscape. The Seller shall deliver to the Purchaser, via the Purchaser's survey, the metes and bounds of said easements prior to the expiration of the Initial Inspection Period. Seller shall be responsible for the survey and drafting of said easements.

5) Seller Deliverable Items

A) Seller's Deliveries. On or prior to the Effective Date, Seller shall deliver to Purchaser the Seller Deliverable Items (as hereinafter defined) described herein relating to the Property. As used herein, **"Seller Deliverable Items"** shall mean those items identified on Exhibit "C" attached hereto and made a part hereof, to the extent they are available. By furnishing Purchaser with the Seller Deliverable Items, Seller does not make any warranty or representation with respect to the accuracy, completeness, conclusions or statements expressed in such materials, nor does Seller represent or warrant that these are the sole materials now available with respect to the matters covered thereby; provided, however, that Seller does affirmatively represent and warrant (the following being the **"SDI Representations"**) that (i) as of the Effective Date such information is the only information in Seller's possession related thereto, (ii) Seller has no knowledge that any of the Seller Deliverable Items are inaccurate or incomplete and (iii) Seller warrants that Seller has not altered any of the Seller Deliverable Items prior to delivery to Purchaser. Subject to the SDI Representations, Purchaser acknowledges that Purchaser will rely solely on studies, if any, performed under Purchaser's direction. Seller assumes no duty to furnish Purchaser with any updates of the Seller Deliverable Items. Except to the extent that the SDI Representations are untrue, Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in any Seller Deliverable Items so furnished, and any and all claims arising out of any duty of Seller to acquire, seek or obtain materials.

B) AS-IS, WHERE IS: Except as otherwise provided in this Agreement and any documents delivered at Closing, Seller has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against Seller, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-

compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically provided herein or in any document delivered by Seller at Closing, the Property will be conveyed to Purchaser in **"AS-IS, WHERE IS, WITH ALL FAULTS"** condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property. Seller warrants with respect to the Property that there is no pending, and Seller has no knowledge of, any threatened, condemnation or taking with respect to the Property, nor any litigation or claims concerning said Property, and that there are no leases, written or otherwise, affecting the Property. Further, to the best of Seller's knowledge, there are no hazardous substances or waste on the Property.

6) Closing.

A) Closing Date. The consummation of the purchase and sale of the Property contemplated under this Agreement (the **"Closing"**) shall be held on or before the date which is thirty (30) days after the expiration of the Inspection Period at a time and location within the metropolitan Atlanta area as designated by Purchaser. Purchaser will give Seller not less than five (5) business days' notice of such time and location, or through Escrow Agent. The Deposits shall be applied to the Purchase Price at Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing. Should Purchaser desire an extension of the Closing, then Purchaser must, on or before the expiration of the initial Closing Date, request such extension, and pay to Seller a non-refundable amount of TWO THOUSAND FIVE HUNDRED AND NO/10 DOLLARS ($2,500.00) for said extension. However, except as otherwise provided herein, the extension may only be extended for no more than one (1) thirty (30) day period. Upon timely Closing, said Additional Deposit shall be applied to the Purchase Price. Any Additional Deposit shall be paid to the Escrow Agent.

B) Should Purchaser desire an extension of the Closing, then Purchaser must, on or before the expiration of the initial Closing Date, request such extension, and pay to Seller a non-refundable amount of TWO THOUSAND FIVE HUNDRED AND NO/10 DOLLARS ($2,500.00) for said extension. However, except as otherwise provided herein, the extension may only be extended for a period of no more than one (1) thirty (30) day period. Upon timely Closing, said Additional Deposit shall be applied to the Purchase Price. Any Additional Deposit shall be paid to the Escrow Agent.

C) Closing Conditions to be Satisfied Prior to Closing. After the expiration of the Inspection Period, Purchaser's obligation to close shall at all times be conditioned upon the following (unless waived by the non-obligated Party; such conditions, the **"Closing Conditions"**):

Seller delivering good and marketable fee simple title to the Property by warranty deed subject only to any Permitted Exception as hereinafter defined, and all other items required to be delivered to Purchaser in accordance with the provisions of Paragraph 7 of this Agreement.

The truth and accuracy in all material respects of Seller's warranties and representations in Paragraphs in this Agreement titled Seller's Representations and Warranties and

Environmental, Health and Safety Matters at the time of this Agreement and as of the Closing Date, and the compliance by Seller with each and every covenant and agreement to be performed on its part in accordance with this Agreement.

Seller promptly providing Purchaser with any written notices it receives with respect to the Property regarding violations at the Property, including without limitation, notices from any governmental agency.

Should Seller fail to satisfy (or Purchaser fail to waive) any one or more of the contingencies set forth in these subparagraphs by the Closing Date, or any extension thereof (if permissible under the terms of this Agreement), then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon all of the Deposits shall be refunded to Purchaser except ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) of such Refundable Deposits which shall be paid to Seller in consideration of entering into this Agreement.

C) Closing Costs.

Purchaser shall be responsible for the payment of (i) all costs associated with Purchaser's due diligence, (ii) the premium for the issuance to Purchaser of a standard ALTA Form B Owner's Policy of Title Insurance for the Property, (iii) the costs for preparation and update of the Survey, (iv) Purchaser's attorney's fees, (v) the recording fees on the Limited Warranty Deed (hereafter defined), and (vi) any escrow fee charged by the Escrow Agent.

Seller shall be responsible for the payment of (i) the costs to prepare the Warranty Deed and all other documents necessary to perform Seller's agreements and obligations hereunder, (ii) its own attorney's fees, (iii) any assessments due prior to Closing with respect to the Property, (iv) all real estate transfer taxes, if any (v) the costs of recording any documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property and (vi) any costs related to the preparation and recording of easements called for in this Agreement.

7) **Conveyance Of Title.**

Seller shall convey good and marketable fee simple title to the Property to Purchaser at Closing pursuant to one (1) joint or two (2) separate and recordable limited warranty deed(s) (in either case, the "**Warranty Deed**") duly executed, witnessed and authorized, free and clear of liens and encumbrances created by Seller and other Title Objections (as hereinafter defined) other than (i) Title Objections not cured by Seller and waived or deemed waived by Purchaser in writing, and (ii) any and all matters arising after the date hereof resulting from the acts or omissions of Purchaser ((i) and (ii) hereinafter collectively referred to as "**Permitted Exceptions**"). For purposes of this Paragraph, "good and marketable fee simple title" shall mean fee simple ownership which is marketable title as determined in accordance with the laws of the State of Georgia, as supplemented by the title standards of the State Bar of Georgia and shall exclude any preprinted standard title exceptions set forth in any title insurance commitment obtained by Purchaser. The legal descriptions to be incorporated into each Warranty Deed shall be based on the Surveys provided for in this Agreement. If the boundaries of the legal descriptions of the Property, as depicted on the Surveys, are not the same as the legal descriptions attached to this Agreement, Seller will, at Closing, execute and deliver to Purchaser a recordable and insurable Quitclaim Deed duly executed, witnessed and notarized containing a legal description of each parcel of the Properties prepared from the Surveys including the common boundaries.

Seller and Purchaser shall each deliver to the other at Closing such documents as may be reasonably required to evidence the authority of such Party for the execution and delivery of the documents to be delivered hereunder.

Seller and Purchaser shall execute and deliver to the other at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement, including without limitation, a settlement statement and form 1099. In addition, Seller shall deliver such affidavits as may be required to insure good and marketable fee simple title to the Property as required herein, withholding certificates, and a brokerage affidavit.

Seller shall deliver to Purchaser and Title Company at Closing an affidavit reasonably acceptable to Purchaser and Title Company stating that to the knowledge of the person making such affidavit (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property by Seller during the last one hundred (100) days immediately preceding Closing, or if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been or will be paid in full in the ordinary course of business; (ii) that Seller is not a "foreign person" as that term is defined in the I.R.C., Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; and (iii) no legal proceedings are pending or to Seller's knowledge threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Purchaser in accordance with this Agreement.

Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

8) Recapture and Reconveyance with respect to the Property

A) Recapture and Repurchase: Purchaser shall pay to Seller the Purchase Price for the Property, after adjustment for the prorations, if any, and application of the Deposits. If the conditions set forth below are not met, the Seller, in its sole discretion, shall be entitled to demand by written notice (a "**Recapture Notice**") that the Purchaser reconvey the Property to Seller. Such repurchase shall occur on or before the ninetieth (90th) calendar day following the later of (i) the delivery of the Recapture Notice, or (ii) the date on which all governmental approvals and consents have been obtained by Seller such that Seller is ready, willing and able to repurchase the Property (such later date hereinafter the "**Repurchase Date**"). The Property shall be repurchased by the Seller at the Purchase Price set forth in this Agreement, with any and all improvements thereon, said improvements being considered as included in the Purchase Price set forth in Paragraph 2, and upon the same terms and conditions as contained herein, except that Seller shall not be entitled to any credit for the Deposits (this entire Paragraph being the "**Reconveyance Rights**").

B) Commencement Deadline: The Seller shall be entitled to demand the reconveyance of the Property to Seller upon the failure of development to commence on the Property (i.e. commencement of land disturbance) on or before the date which is twelve (12) months after the date of Closing (such date, as the same may be extended as provided for immediately herein below, the "**Commencement Deadline**"). Additionally, Purchaser must submit its development plan with its application for a land disturbance permit to the applicable governmental authorities prior to the Commencement Deadline. Seller shall make every reasonable, good faith effort to allow such

development to commence on or before the Commencement Deadline, and may, at Seller's sole discretion, grant to Purchaser an extension of the Commencement Deadline for an additional six (6) month period, as warranted under the circumstances for the extension, at no cost to Purchaser. However, any additional extension of the Commencement Deadline shall only be granted at Seller's sole discretion, and upon the payment of an amount equal to FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per day to Seller by Purchaser as consideration for said extension (the "**Commencement Extension Fee**"), prior to sending the Recapture Notice to Purchaser. The Commencement Extension Fee shall be non-refundable.

C) Project Completion Deadline: Once Purchaser commences construction, Purchaser shall diligently prosecute the Project to completion, subject to force majeure delays, and shall use commercially reasonable efforts to substantially complete (or cause the substantial completion of) the Project, no later than eighteen (18) months after the issuance of the land disturbance permit (the "**Project Completion Deadline**"). In the event Purchaser does not complete the Project by this date, then Seller may, have the option to exercise the Reconveyance Rights as outlined herein.

D) Right to Demand Reconveyance: Seller's right to demand reconveyance of the Property shall be Seller's sole and exclusive remedy for such a failure of development to begin by the Commencement Deadline or, in the event the Project is not completed by the Project Completion Deadline, Seller may demand reconveyance of the Property. Seller may demand reconveyance if Purchaser is not at least seventy-five percent (75%) complete with the Project, as determined by Purchaser's lender, and/or has not provided status updates indicating good faith efforts to complete the Project on time. Except for limiting Seller's remedies in connection with the failure to commence or complete development of the Property, the foregoing sentence shall not otherwise affect Seller's rights and remedies under this Agreement.

E) Waiver of Reconveyance Rights: In the event the commencement or completion of development on the Property shall be satisfied, or Seller's waives its Reconveyance Rights, Seller shall execute and record such instrument as Purchaser may reasonably request to evidence such satisfaction and/or waiver; provided, however, Seller's failure to do so shall not affect such satisfaction or waiver and in the event, Seller fails to do so Purchaser may unilaterally record an instrument evidencing such satisfaction or waiver.

Notwithstanding anything to the contrary contained herein, in the event Seller delivers a Recapture Notice but the development on the Property commences or is completed prior to the Repurchase Date, then the failure to timely commence or complete development shall be deemed cured and the Reconveyance Rights shall be waived, forever forfeited and of no further force and effect. In addition, and notwithstanding any other provision of this paragraph, the Commencement Deadline and the Project Completion Deadline shall each be extended for force majeure, including, without limitation, war, strikes, fires, floods, acts of God, governmental restrictions or moratoria, or power failures.

F) Lender's Request/Performance Bond: In the event Purchaser's Lender requests ("**Lender's Request**") that the Reconveyance Rights be removed from the Agreement in order to approve its loan to Purchaser as evidenced by a letter from Purchaser's Lender to Seller or Seller's attorney requesting said removal and stating that Purchaser's loan is approved subject to the removal of Seller's Reconveyance Rights, which removal shall also be subject to Purchaser maintaining a performance bond in full force and effect until the Project is completed, then in that event, Seller agrees, that, notwithstanding anything to the contrary, the Reconveyance Rights shall be

unilaterally stricken from this Agreement upon receipt of such Lender's Request without the requirement of further approval by Seller.

In the event that Purchaser's financing covers the cost of the entire Project and the maintenance of a performance bond in full force and effect until the Project is completed is included as a condition of approval of said financing, Purchaser's obligation to maintain a performance bond in full force and effect as set forth herein shall be deemed satisfied.

Notwithstanding anything else to the contrary contained herein, the City of College Park shall not issue building permits for the Project until Purchaser provides proof that it has secured a performance bond for the Project in form satisfactory to Seller to secure the faithful performance of this Agreement. The parties agree that performance means the construction of the Project as negotiated and agreed to among the parties (see Exhibit "B"). The failure of the commencement of the entire project or the failure of completion, as set out within eighteen (18) months shall be cause to involve the recapture and reconveyance of the property by the Seller.

G) The provisions of this Paragraph shall survive the Closing. Further, the Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Lender's Request to the contrary.

H) In the event of a breach of this Paragraph by Purchaser that results in the Seller filing a lawsuit to enforce its terms, then in that event Seller shall be entitled to recover from Purchaser expenses of such litigation including attorneys' fees from Purchaser in an amount to be determined by the court where the lawsuit is filed.

9) Casualty and Condemnation.

In the event, at any time between the making of this Agreement and Closing, all or any material portion of the Property is condemned (or threatened to be condemned) by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) consummate the purchase of the Property and collect all proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the Parties hereto with no reduction in the Purchase Price.

In the event of a condemnation in which Purchaser does not elect to terminate this Agreement, then Seller shall on Closing pay any and all condemnation awards and compensation then received by Seller for the Property to Purchaser. In addition, Seller shall assign to Purchaser all rights and claims of Seller with respect to payment and compensation on account of such taking. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) above in this Paragraph. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have fifteen (15) days after Purchaser receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall

be postponed, if and to the extent necessary, to allow Purchaser such fifteen (15) day period in which to make the election under this Paragraph.

Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may, either at or prior to Closing, (a) terminate this Agreement, in which event neither Party shall have any further right or obligation hereunder, other than the obligations that expressly survive termination, or (b) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's deductible under its insurance policy.

10) Assignment. Purchaser may not assign Purchaser's rights or obligations under this Agreement without the prior written consent of Seller; provided, however, Purchaser shall have the right, without obtaining Seller's consent, to assign Purchaser's rights and obligations under this Agreement to (i) any parent, subsidiary or other entity owned or controlled by or in common ownership with Purchaser; and (ii) any entity affiliated with Purchaser (a) in which Purchaser owns a majority interest or (b) which Purchaser controls (in any such case, a "**Permitted Party**"); provided, however, Purchaser shall provide prior notice of such assignment to Seller in writing. Provided further that Purchaser may make no more than two (2) assignments under this Paragraph without obtaining Seller's prior written consent, and provided further that no assignee of Purchaser may assign its rights and obligations under this Agreement to a third party without the prior written consent of the Seller.

11) Survival of Closing. All warranties and representations made herein by either Seller or Purchaser shall survive Closing for a period of one (1) year.

12) Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser as of the date of this Agreement and as of the Closing Date that:

Seller is duly organized and validly exists as a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia.

Seller has complete and full authority to execute this Agreement and to convey to Purchaser title to the Property in accordance with Paragraph 7) of this Agreement without the joinder or consent of any third party.

Seller is the owner in fee simple of the Property; provided, however, that with respect to the Property, this representation, warranty and covenant shall only apply as of the Closing Date.

Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.

Seller has no knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.

To the knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Purchaser upon learning of any such assessments.

There are no leases or occupancy agreements currently affecting any portion of the Property.

Seller has not granted any right-of-first refusal or similar right with respect to the Property and, to the knowledge of Seller, no right-of-first refusal or similar agreement exists in connection with the Property.

Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

Seller covenants and agrees with Purchaser that from and after the Effective Date and through the Closing (if this Agreement is not sooner terminated), Seller will (1) refrain from transferring the Property (or any portion thereof) or creating or allowing to be created on the Property any liens, judgment liens, easements, mortgages or other agreements (including, without limitation, leases or service agreements) which will survive Closing and affect or impact the Property; and (2) continue to operate, maintain and repair the Property in compliance with all applicable laws, rules, regulations, ordinances and covenants applicable thereto and in a manner consistent with Seller's current practices.

13) Environmental, Health And Safety Matters.

To its knowledge, Seller is not subject to any claim, obligation, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Laws or arising out of any act or omission of Seller, or Seller's employees, agents or representatives or arising out of the ownership, use, control or operation by Seller of any facility, site, area or property from which any Hazardous Materials were released into the environment (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air);

Seller has received no notice that the Property (or any portion thereof) is in violation of Environmental Laws;

Seller has no actual knowledge that the Property contains any asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets; and

Seller has not imported any Hazardous Materials (as defined in this Agreement) onto the Property.

14) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, sent via a nationally recognized overnight courier service, or on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as the Parties may from time to time designate by notice in writing to the other Parties:

If to Seller:
College Park Business
and Industrial
Development Authority
c/o Artie Jones, III, Executive Director
College Park City Hall
3667 Main Street
College Park, GA 30337

If to Purchaser:
The Collaborative Firm, LLC
c/o Mr. Michael Hightower, Managing Partner
1514 Cleveland Avenue
Suite 82
East Point, GA 30344

With a copy to:
Daniel W. Lee, Esq.
Freeman, Mathis & Gary, LP
100 Galleria Parkway
Suite 1600
Atlanta, GA 30339

With a copy to:

15) Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

16) Surveys. The Purchaser, at the Purchaser's sole cost and expense, shall obtain from a Georgia Registered Land Surveyor, one or more legal Survey(s) showing the Property to be conveyed under this Agreement. Promptly upon receipt of said Survey, the Purchaser shall cause the Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre, and shall form the basis of the legal description to be used for the conveyance of the Property, respectively. In the event the Seller disagrees with a Survey, the Seller shall have the right, at the Seller's expense, to have a new survey of the Property (or of the one disputed) prepared. In the event the Purchaser does not accept the Seller's survey, the Purchaser's and the Seller's surveyors shall name a third surveyor to survey the Property (or the one disputed), and the cost thereof shall be divided equally between the Seller and the Purchaser.

17) Intentionally Brokers. Seller and Purchaser each warrant and represent to the other that the only real estate broker involved in negotiating this transaction on behalf is ACKERMAN & Co. and that a real estate commission equal to six percent (6%) of the Purchase Price shall be payable by Purchaser at the time of Closing. The closing attorney is directed to pay the commission of the Broker at Closing out of the proceeds of the sale.

18) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

19) Waiver. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. Notwithstanding anything to the contrary contained herein, each of the parties hereby, and only to the extent allowable by law, expressly waives any and all claims against the other arising out of any acts or omissions of the other.

20) Counterparts. This Agreement may be executed in several counterparts, each of which is deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

21) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

22) Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23) Entire Agreement. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties, supersedes all prior written or oral communications relating the subject matter hereof, and is binding upon Seller and Purchaser, their respective heirs, successors, legal representatives and assigns.

24) Exclusivity. During the term of this Agreement, Purchaser and Seller hereby acknowledge and agree that Seller shall not commence, undertake or continue any negotiations with any other party concerning the sale of the Property.

25) Date of Agreement. The **"Effective Date"** of this Agreement for all purposes shall be the Date of this Agreement as specified on the first page hereof. In the event that the expiration of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the state in which the Property are located, such date shall be automatically extended to the next applicable business day.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates written below.

SELLER:
College Park Business and Industrial Development Authority

By: _____
ELEANOR CORNELIUS, CHAIR
Date: 11-19-19

PURCHASER:
The Collaborative Firm, LLC

By: _____
MICHAEL HIGHTOWER, MANAGING PARTNER
Date: 12-23-19

ESCROW AGENT:
First American Title Insurance Company

By: _____
Name:
Date:

EXHIBIT "A"
Property - Legal Description of the Property

[For Agreement purposes, the following list and the attached Legal Description(s) constitute the Property until completion of the ALTA Survey - Upon completion of the ALTA Survey, the metes and bounds legal description of the Property will be substituted as the final Exhibit "A".]

Parcel No:	Street Address:
14016100100434	1884 West John Wesley Avenue, College Park, GA 30337
14016100100442	W John Wesley Avenue, College Park, GA 30337
14016100100418	W John Wesley Avenue, College Park, GA 30337

EXHIBIT "B"
Project

The Project shall consist of an office building which will be used as the headquarters and principal location for The Collaborative Firm, LLC.

EXHIBIT "C"
Seller Deliverables

- The most recent title policy or title commitment on the property in the possession or control of Seller together with all related documents.
- The most recent ALTA survey and topographic study for the property and a copy of the construction blueprints, engineering plans and as-built drawings in the possession or control of Seller, if any.
- Legal description of the Property.
- Zoning Compliance Certificate for the Property and all zoning approvals (including variances and any pending applications).
- Declaration of covenants, conditions, restrictions, reservations and easements for the Property.
- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies.
- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the Property.
- A list of all personal property, if any, owned by Seller, located at the Property, and used or useful in connection with its operation and maintenance.
- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in Seller's possession or control.
- A schedule of pending litigation, if any, affecting the property or Seller's ability to convey the Property.

EXHIBIT VIII

Purchase and Sales Agreement for

Residential Project #2

SIX POINT HOMES

4/16/2020

Mr. Artie Jones, III, Economic Development Director
City of College Park
Business and Industrial Development Authority of College Park
3667 Main Street
College Park, GA 30337

RE:	Non-binding Letter of Intent for the acquisition of land located within the development referred to as Six West in College Park, Georgia (the "Property") Six Points Homes ("Purchaser") from The City of College Park and The Business and Industrial Development Authority of College Park ("Seller").
PROPERTY:	Approximately 4.31 acres that is a component of a mixed-use development (located in College Park, Georgia currently named Six West and identified as *Holes 1 & 2 of the College Park Golf Course)* as shown in the attached site plan.
INTENDED USE:	Purchaser intends to build 24 homes for sale to homeowner occupants. Up to 12 of them may be Townhomes.
PURCHASE PRICE:	The amount of **$One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000)** for a 100% fee simple interest in Property. The purchase price, payable in cash, less earnest money paid and customary prorations to be paid at closing. Price is based upon number of homes outlined in conceptual site plan; any reduction in number of homes allowed will be reflected accordingly in purchase price.
EARNEST MONEY:	Within **five (5)** business days after Seller's and Buyer's execution and delivery of the Purchase and Sale Agreement, Purchaser will deposit **$30,000** (the "Deposit") in escrow with **Weichert, Realtors | The Collective**. Deposit shall be fully refundable during the Inspection Period. Should Purchaser elect to pursue with transaction upon expiration of Inspection Period, then Deposit shall become non-refundable, but credited towards purchase price at closing. All interest earned on Deposits shall belong to Purchaser.
PURCHASE AND SALES AGREEMENT:	Within **ten (10)** days of the mutually executed Letter of Intent as evidenced by signatures below, Purchaser shall deliver to Seller a Purchase and Sales Agreement (the "Agreement") that embodies the terms of this Letter of Intent.
INSPECTION PERIOD:	Upon execution of Agreement and delivery of documents referenced herein, Purchaser shall commence a formal Inspection Period equal to 150-days. During this time, Purchaser and its agents (representatives and consultants) will work with Seller to subdivide parcel in a manner conducive to proposed business concept and acceptable to Seller. In addition, the Inspection Period will be used to perform tests and analysis of Property to determine its physical and economic feasibility of proposed business concept and includes the investigation of (i) availability and location of necessary utilities; (ii) environmental issues; (iii) soil conditions; (iv) site utilization and coverage; (v) availability of building permits, and curb cuts; and (vi) zoning approvals. Prior to expiration of Inspection Period, Purchaser shall notify Seller of

YZ

Apr 16, 2020

the election to either terminate the Purchase and Sale Agreement in its sole discretion for any reason, or its election to consummate the transaction contemplated by the Purchase and Sale Agreement. If, at any time prior to the expiration of the Inspection Period, Purchaser terminates the Purchase and Sale Agreement, provided herein, the Deposit shall be returned to Purchaser and neither party shall have any further obligation or liability to the other with respect to the Purchase and Sale Agreement.

Seller agrees to deliver copies of title, property tax information, boundary, topography and tree surveys, engineering and environmental studies, building plans, and all other surveys, plats and studies with regard to Property in Seller's possession or within its control. At a minimum, Seller will provide plat boundaries, topographical survey with utility and tree data included, and title/tax information. Copies shall be delivered within ten (10) days of binding agreement date of Purchase and Sales Agreement. If delivery of documents is delayed as City prepares them, formal inspection period shall begin upon delivery of documents to Purchaser.

EXTENSION PERIOD: Purchaser shall have the right to extend the Inspection Period for up to two (2) additional calendar month extensions by depositing in escrow with Escrow Agent **$10,000** per 2-month extension, as a non-refundable "Additional Deposit" which shall be applied to the purchase Price at Closing.

TITLE AND SURVEY: Seller will convey to Purchaser at closing, good and marketable fee simple title to Property. Prior to expiration of Inspection Period, Purchaser shall have title to Property examined and Seller-provided survey examined and will notify Seller of any objections to title. Seller shall have the right to correct objections, and in the event objections are not corrected satisfactorily, then Purchaser shall have the option of terminating the Agreement at no penalty.

CORPORATE APPROVAL: Approval to acquire Property must be obtained from _____ corporate office. Purchaser agrees to secure all necessary approvals prior to the end of the Inspection Period. In the event Purchaser is unable to secure the approvals, Purchaser may terminate Agreement before end of the Inspection Period and Deposit will be refunded to Purchaser. *(If applicable)*

YZ

Apr 16, 2020

CONDITIONS TO CLOSE: Approval of site plan and Planned Urban Development ("PUD") zoning by City of College Park.

Approval of any variances, building permits, or special exceptions required to facilitate Purchaser's business concept provided such concept is acceptable to City of College Park.

Seller will provide all utility, road and infrastructure improvements to the site up to the property line prior to closing. Utilities are defined as Public Water, Public Sewer, Natural Gas, Public Electricity and Cable for internet and television (Fiber Preferred). Road and infrastructure include the sidewalks and pedestrian paths proposed in Six West Master plan along Fairway Drive, with proposed sidewalks and paths marked on Survey provided by City so as to allow accurate site planning.

Satisfaction of Purchaser that roadways and public utilities will be made available to the site in adequate quantity sufficient to develop Property for use consistent with proposed business concept.

Monument signage committed with planned installation at main entrances into development for Purchaser to advertise its business.

Purchaser shall be able to build SFR homes on a minimum of 10,000 sf lot and 35' width per home and up to 4,000 sf of above grade heated space per home. On basement lots, Purchaser will be allowed to fully finish basements (including adding kitchenettes with refrigerator, dishwasher, sinks, and cooktops) at time of construction if Buyer desires. Townhomes will be a minimum of 18' wide and up to 40' in height with a maximum square footage of 3500 sq feet. Rooftop terraces will be allowed on THs if Purchaser desires, and enclosed if needed in a solarium style to avoid airplane noise/pollution. Setbacks will be a minimum of 10' in front, 20' in back, and 5' on the sides of each SF home or row of THs.

YZ

Apr 16, 2020

Seller will provide a private access point to the Brady Trail on the edge of the parcel adjacent to Trail. Purchaser will be responsible for securing said access point on both sides so that it is accessible to residents only. Seller will allow perimeter fencing around the portion of the subdivision adjacent to the Brady Trail for security and to avoid cut-throughs.

Seller will allow residents to navigate golf carts from residences onto and through golf course and future Six West pedestrian/bike paths. If needed, Golf Course will install netting to protect residences from stray golf shots.

Seller will offer residents a 20% discount on any golfing or memberships at the College Park Golf Course, and negotiate/offer discounts to residents for goods and services purchased within Six West businesses wherever possible, negotiating said discounts on behalf of Six West Residents as LOIs and Purchase Agreements are executed for Airport City's commercial occupants. If area residents in The Links, Oxford Walk, this development, and the other residential areas surrounding Six West desire to form a Master Community Association outside their individual HOAs, City agrees to allow it and work to provide VIP amenities whenever possible to residents of the Six West Area. The desire is to make area residents feel that they are the most valuable patrons of the development via path/trail accesses, vendor discounts, any amenities built in the community, so everyone can come patronize Six West but the residents who choose to purchase homes here will have the best of everything. .

CLOSING DATE: Purchaser will submit Site plan to Seller within 90 days of start of Inspection Period for LDP. Purchaser will submit building plans within 60 days of LDP. Inspection Period shall last until Building Plans are stamped as Approved to Build if Seller takes longer than the planned inspection timeframe to deliberate and provide approval. Closing shall take place 14 business days after building plans stamped as approved to build.

COMMISSION: Purchaser and Seller warrant that Ackerman & Co ("Listing Broker") is the Seller's only and Weichert, Realtors | The Collective ("Selling Broker") is the Purchaser's only real estate broker, agent, or consultant of any kind involved to this transaction. Seller is responsible for any commission or fee due to Listing Broker under a separate agreement. Listing Broker shall share its commission with Selling Broker 50/50, with a minimum commission of 2.5% paid to Selling Broker. Each party agrees to indemnify, defend and hold the other party harmless from any other and all claims from commissions or fees by Brokers made against the other party.

ASSIGNMENT: Purchaser shall have the right to assign its interests in this Letter of Intent or resulting Purchase and Sales Agreement, to another entity, including one owned by or yet to be formed by Purchaser. Assignability shall be mutually agreed upon by Purchaser and Seller.

Seller and Purchaser expressly acknowledge and agree that this Letter of Intent is an informal offer and should not be relied upon, and no contract or agreement shall exist between Seller and Purchaser with respect to the Property unless and until a formal Purchase and Sale Agreement containing all of the terms of this transaction is approved and executed by authorized representative of both parties.

Agreed and Accepted:

PURCHASER
Name: Yaron Zaken
Signature: Yaron Zaken
Title: Owner/President, Six Points Homes
Date: Apr 16, 2020

SELLER
Name: _____
Signature: _____
Title: _____
Date: _____

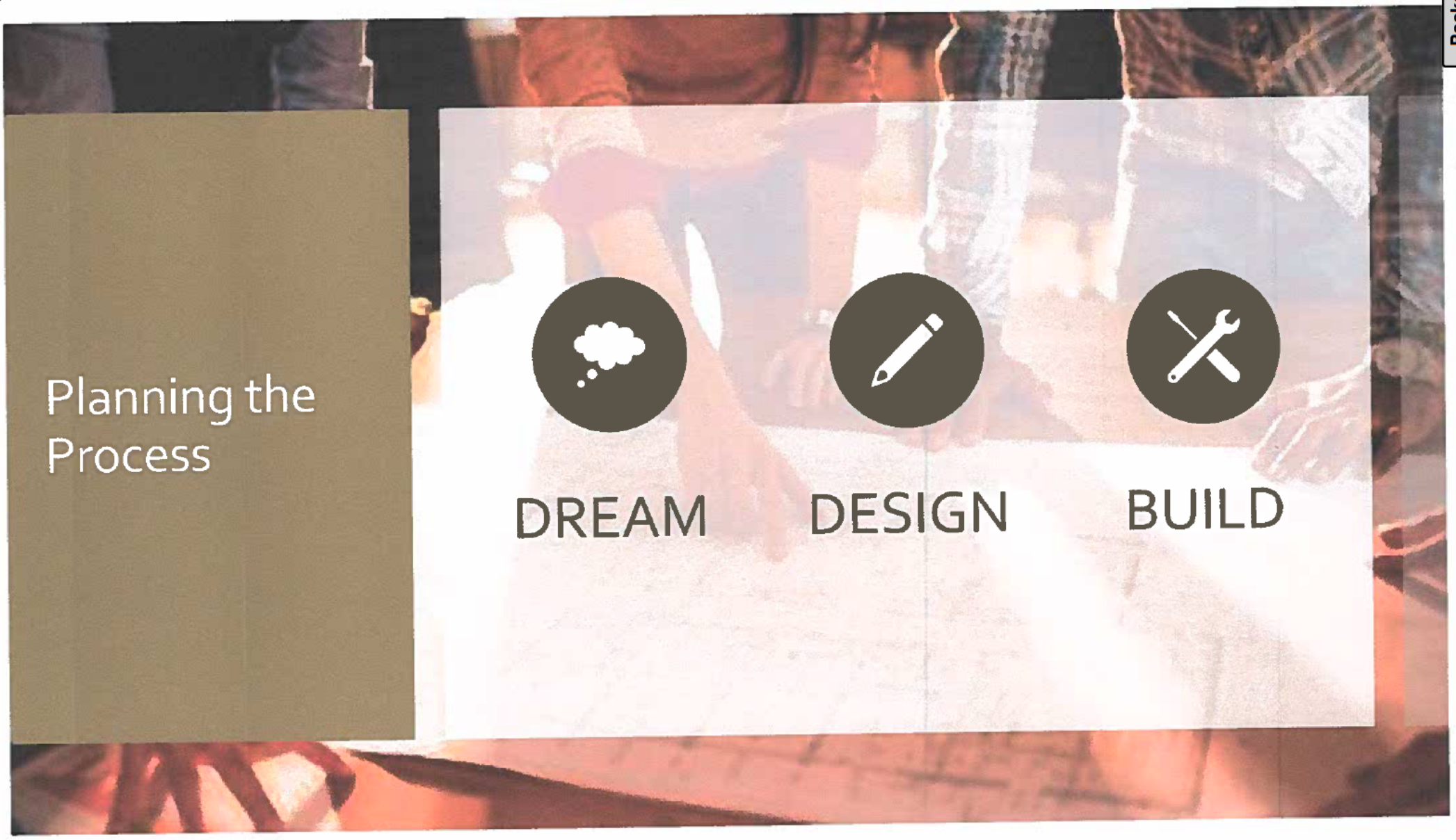
Fairway Estates

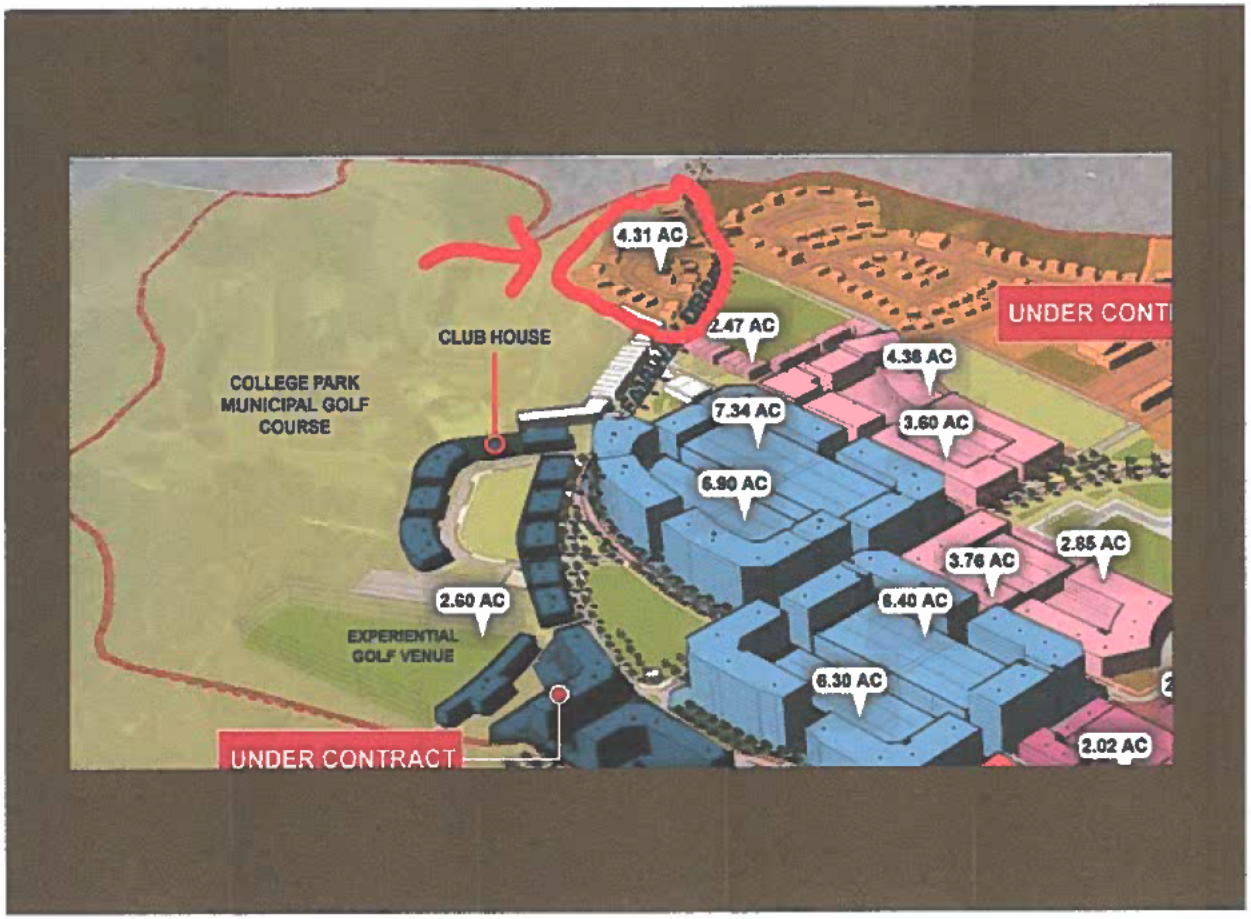
Concept Plan submitted by:

Six Points Homes

Represented by:

Alisha Houston & Guri Ben-Hashal,
Weichert, Realtors | The Collective


Planning the Process
DREAM
DESIGN
BUILD

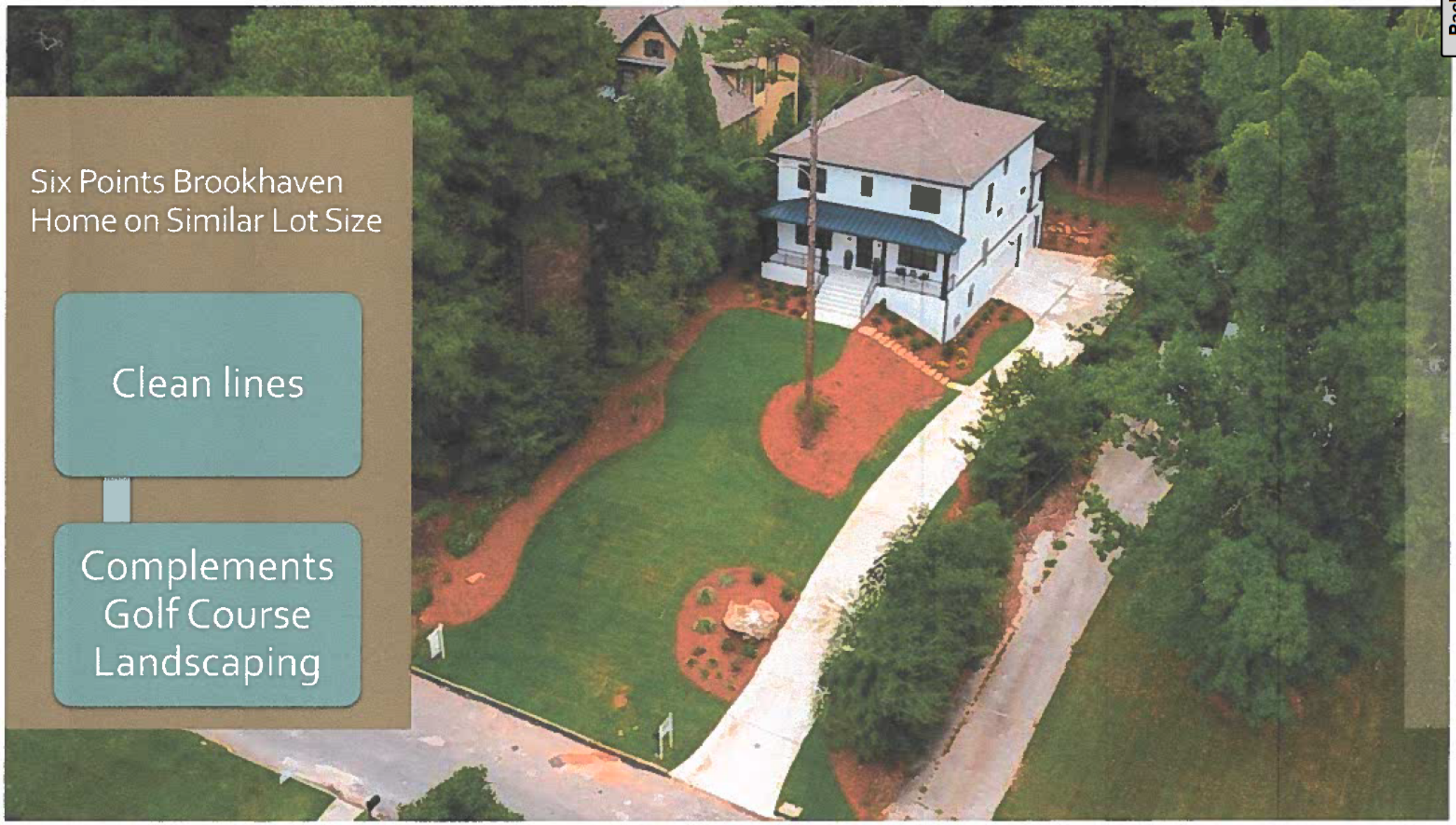


Subject Parcel

Source: Six West Marketing Plan, Dec 2019

Six Point Homes Concept Drawing:

12 SF homes up to 12 Townhomes


Six Points Brookhaven
Home on Similar Lot Size
Clean lines
Complements
Golf Course
Landscaping

Six Points Brookhaven Home on Similar Lot Size

Close in View

Sample Elevation

Six Points Atlanta Homes on Similar Lot Size

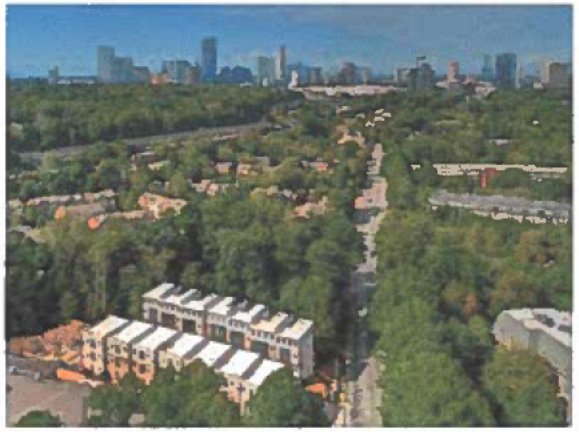
Modern Farmhouse

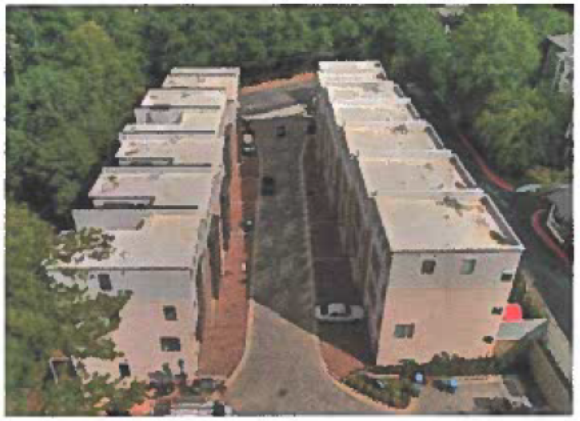
Executive Living

Six Points Brookhaven/ATL Homes on Similar Lot Size

ELEVATIONS CAN BE MORE TRADITIONAL IF DESIRED

PERFECT FOR EXECUTIVES WITH FAMILIES





These Townhomes are NOT built by Six Points, but are an existing development on Lenox Rd. Same number of THs and layout of concept plan as Fairway Estates

2 ROWS OF 6 TOWNHOMES EACH

WE CAN ALSO HELP SET MARKET FOR LUXE TH PRICING TO HELP LARGER TH DEVELOPMENT ACROSS FAIRWAY RAMP UP

These are one of the floor plans and some finishes for the existing TH project at Creekview at Lenox, 1 of many uptown luxury TH projects that we can pioneer in HCP

In this example: Guest bed/bath on bottom, double master on 3rd level, flex suite on 4th can be loft or BR

This home style is selling rapidly on the North side of ATL, and Fairway Estates can bring this desperately needed inventory to Intown South

The timing is perfect

- With PUD zoning and a smaller parcel size, Fairway Estates can be well under construction as the larger residential development launches in earnest. These 12 Single Family Executive Homes and 12 Luxury Townhomes will provide a small subdivision that bridges the price gap between The Links/Oxford Walk and what's to come, providing much needed comps and proving our principle that Luxury Executive Homes have an Intown South market hungry for them.
- Unlike Big Box builders who make merchandise of our homebuyers and leave town with a path of warranty issues and needed infrastructure in their wake, Six Points Homes is a small, family-owned operation that builds custom homes with high-end finishes and a flourish of style that will infuse some much-needed Executive luxury new construction into HCP at just the right time.

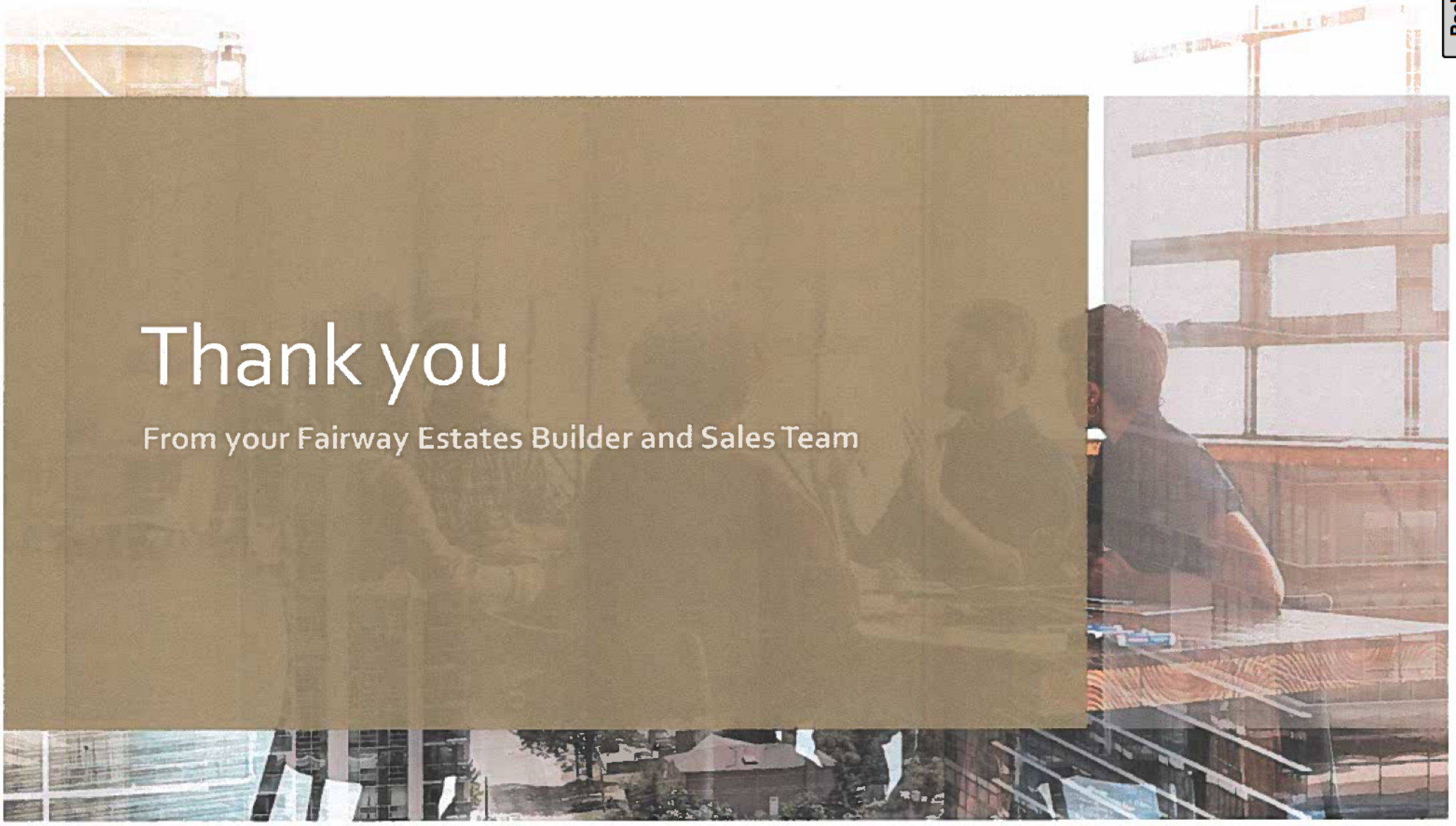
Six Points Homes and Yaron Zaken

- Six Points homes was established in 2012 By Ron Zaken. Ron has vast construction experience, as well as a marketing and retail background, making him a well-rounded builder. His company has grown organically and now includes other family members in key positions, along with additional professional staff.
- Since then, Six Points Homes has created dozens of the most beautiful homes in metro Atlanta, mainly in Brookhaven, Buckhead, Smyrna, and Chamblee. With over 20 years of construction, architecture, and design experience – passion and knowledge is reflected in every home. Six Points Homes builds custom homes and small subdivisions, not mass-produced, forgettable tract-homes.

Weichert, Realtors | The Collective

Alisha Houston & Guri Ben-Hashal

- Six Points Homes has selected the team of Alisha Houston and Guri Ben-Hashal to represent their sales and marketing efforts for Fairway Estates. Weichert, Realtors | The Collective (formerly Muffley & Associates) has over $1B in sales, has been in the top 1% of firms City-wide since 2004, and has the City's leading custom dream home building program (www.muffleydreamhome.com).
- Alisha, a Certified Luxury Home Marketing Specialist, is a West Point grad/former Army Logistics Officer with extensive project management experience in the US and Europe and a 17-year top tier sales career. In addition to being ranked a Top Producer in the Atlanta Realtors' Association and ranked in President's Club at Weichert Nationally, Alisha lives in Historic College Park where she's in her 2nd term on the HOA Board in The Links. Her family has extensive roots in College Park. As a stakeholder in Aerotropolis and Airport City master planning, Alisha's local market knowledge and skills set are only matched by her burden to see the Aerotropolis developed with the right combination of North Side Expertise and South Side Personality.
- Guri is a native of Tel Aviv and a 30-years Atlanta resident, with extensive experience in international real estate development and sales. A longtime Top Producer in the Atlanta Realtors' Association, Guri has long been instrumental in bringing new construction developments from concept to closing. He has toured numerous Aerotropolises globally, particularly the Israel Aerotropolis, and has built a career developing, investing in, and selling new trends to emerging real estate markets.


Thank you
From your Fairway Estates Builder and Sales Team

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (hereinafter sometimes referred to as this "Agreement") is hereby made and entered into as of the later of the date of Seller's or Purchaser's execution hereof ("Date of this Agreement"), by and between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia (hereinafter referred to as the "Seller" or "BIDA"), SIX POINTS HOMES, LLC, a Georgia Limited Liability Corporation (hereinafter referred to as the "Purchaser"), and FIRST AMERICAN TITLE INSURANCE COMPANY (hereinafter referred to as the "Escrow Agent") the Seller, the Purchaser, and the Escrow Agent are at times referred to herein individually as "Party" or collectively as the "Parties."

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

WHEREAS, the Seller owns or will acquire certain parcel(s) containing +/- 4.31 acres of land located in the City of College Park, at HOLES 1 & 2 OF THE COLLEGE PARK GOLF COURSE, COLLEGE PARK, FULTON COUNTY, GEORGIA, a portion of PARCEL ID: 14 0192 LL0166 which land is further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage thereon (the "Property"); and

WHEREAS, the Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, the Property depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage, at the purchase price established herein; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1) Purchase And Sale. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase the Property, subject to and in accordance with the terms and conditions set forth herein.

2) Purchase Price. The purchase price for the conveyance of the Property to be paid by Purchaser to Seller shall be ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($1,500,000.00) ("Purchase Price"). The Purchase Price, as adjusted by: (i) any prorations provided for herein and (ii) as reduced by the escrow deposit (the "Deposits" as defined below), will be paid to Seller by wire transfer of immediately available U.S. funds at Closing.

3) Deposit; Escrow Agent.

Within three (3) business days after the Date of this Agreement, Purchaser will deliver to the Escrow Agent the sum of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) as an escrow deposit (the "Deposit"). The Deposits shall be held in escrow by the Escrow Agent in an interest-bearing account at a financial institution insured by the Federal Deposit Insurance

Corporation. The term Deposits shall include the Deposit, Additional Deposit, Extension Deposit and all interest accrued thereon.

If and when there is a closing of the transaction contemplated hereby, then the Deposits shall be applied against the Purchase Price at the time of Closing. If the sale of the Property as contemplated hereunder is consummated, then the Deposits shall be absolutely nonrefundable and paid to Seller as part of the Purchase Price and retained by Seller at the Closing.

A) Seller's Default: If the sale of the property is not consummated due to Seller's default hereunder, then Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) terminate this agreement and receive a refund from Seller of (i) the deposits, and (ii) all costs and expenses incurred by Purchaser in entering into this transaction and preparing to close on the land, up to a maximum of $25,000.00, in which event neither party shall have any further rights or obligations hereunder; or (2) enforce specific performance of this agreement. Purchaser shall not have any other rights or remedies hereunder as a result of any default by Seller prior to closing, and Purchaser hereby waives any other such remedy as a result of a default hereunder by Seller.

B) Purchaser's Default: If the sale is not consummated due to any default by Purchaser hereunder, then Seller shall retain the Deposits as liquidated damages (the parties agreeing that actual damages would be impossible to calculate) as Seller's sole and exclusive remedy in which event neither party shall have any further rights or obligations hereunder.

C) Escrow Agent's Duties: Upon written notification signed by both Seller and Purchaser that the contemplated sale shall not take place or that this Agreement is terminated as provided herein, the Escrow Agent shall deliver the Deposits as provided in this Agreement.

The Parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

In the event of a dispute between the Parties hereto, sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Deposits, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

D) Seller's Rights and Privileges: Notwithstanding anything to the contrary herein, in any event where the Deposits are to be returned to Purchaser, ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Purchaser in this Agreement, thus making and/or establishing further grounds for making this Agreement the valid and enforceable obligation of Purchaser and Seller even though Purchaser may have certain unilateral termination rights herein.

4) Purchaser's Inspections; Title And Survey Review.

A) Initial Inspection Period. Purchaser, its agents and representatives, shall have at all times until one hundred fifty (150) days from the Date of this Agreement or the closure of the golf course presently at the Property, whichever occurs first (the "Initial Inspection Period"), or any extension thereof, and thereafter until Closing if this Agreement has not been terminated pursuant to the terms hereof, to enter upon the Property, including, without limitation, any improvements located thereon, to inspect and investigate each and every aspect of the Property including, without limitation, the following:

i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

ii) The physical condition and aspects of the Property, including, without limitation, the seismic aspects of the Property, and all other physical and functional aspects of the Property including an examination for the presence or absence of Hazardous Materials, as defined below, which shall be performed or arranged by Purchaser at Purchaser's sole expense. (For purposes of this Agreement, "Hazardous Materials" shall mean inflammable explosives, radioactive materials, asbestos, asbestos–containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, petroleum and petroleum distillates, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws (collectively, "Environmental Laws");

iii) any easements and/or access rights affecting the Property; and,

iv) all other matters of material significance affecting the Property including, without limitation, topographical and or ALTA surveys ("Surveys"), soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions.

B) Damage/Restoration of Property: To the extent that any testing disturbs the surface of the Property, Purchaser will, at the expense of Purchaser, restore the Property to as nearly as possible its condition prior to the testing. Purchaser hereby indemnifies Seller and agrees to hold Seller harmless from and against any loss, damage, personal injury, death, property damage, liens, liabilities or expense of any nature whatsoever, including, without limitation, reasonable attorneys' fees actually incurred, which Seller may suffer or incur as a result of the exercise by Purchaser of its rights under this Paragraph. This Paragraph shall survive any termination of this Agreement. During the Initial Inspection Period provided for herein, Purchaser shall conduct such inspections and examinations as desired by Purchaser showing to the satisfaction of Purchaser in its sole discretion that the Property is acceptable to Purchaser and are usable by Purchaser (or its assignee as permitted herein) for the purpose of constructing and operating the Project with adequate parking.

C) Title Objections: On or before the expiration of the Initial Inspection Period, Purchaser shall notify Seller of any objectionable title matter or defect or survey matter or defect ("Title Objection") which affects the marketability or insurability of the title to the Property (or either of them) or which adversely affects the use of the Property (or either of them) for the Project or which Purchaser otherwise deems objectionable in its sole discretion. In the event Seller is notified of any such Title Objections prior to the expiration of the Initial Inspection Period, Seller shall have five (5) business days from receipt of such written notice within which to notify Purchaser of which such Title Objections ("Seller's Title Letter") Seller shall satisfy or otherwise cure or otherwise remove. Purchaser shall have the option to be exercised within five (5) business days from receipt

of Seller's Title Letter of either accepting the title as proposed by Seller in Seller's Title Letter and waiving any other Title Objections, or, terminating this Agreement by written notice to Seller and receiving a refund of the Deposits which shall immediately be returned to Purchaser by the Escrow Agent, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination. In the event Purchaser fails to respond to Seller's Title Letter or terminate this Agreement as hereinabove provided, and except as provided below, Purchaser shall be deemed to have agreed to accept the title as proposed by Seller and to continue toward closing of the purchase and sale transaction contemplated herein subject to the terms and conditions hereof.

D) Title and Survey Updates: From and after the date of the Initial Inspection Period, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey(s), and Purchaser may object to any matters of title first appearing after the effective date of the original title commitment obtained by Purchaser by giving Seller written notice of any such defects or objections within five (5) business days after Purchaser's receipt of same. The title objection and response process provided above shall then be replayed, and if Seller is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Purchaser shall be entitled to exercise the same rights enumerated in herein.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall also have the right to examine title to the Property at any time prior to Closing for the purpose of ascertaining whether Seller remains in compliance with Seller's representations, warranties and covenants set forth herein, and Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a breach of Seller's representations, warranties or covenants under this Agreement occurs and is not cured by Closing, Purchaser's rights and remedies with respect thereto shall be as set forth in paragraph 3(A) of this Agreement.

E) Monetary Liens: Notwithstanding the foregoing, Seller shall be obligated to cure on or before the date of Closing (i) any encumbrances filed against the Property to secure the repayment of debt, including without limitation, financing, taxes and assessments and (ii) any other Title Objections of a monetary nature attributable to Seller which can be satisfied by the expenditure of Seller's funds not to exceed $25,000.00 ("Monetary Liens"). In addition, Seller shall (i) terminate any service and supply contracts applicable to the Property on or before Closing and (ii) terminate any existing tenancy rights affecting the Property, including removal of all Parties in possession of the Property or any portion thereof ("Tenancy Rights"). In the event Purchaser does not provide Seller with notice of any Title Objection on or prior to the expiration of the Initial Inspection Period or, in the event Purchaser fails to terminate this Agreement within ten (10) business days after Seller's Title Letter, Purchaser shall be deemed to have waived any Title Objection arising from circumstances existing at the expiration of the Initial Inspection Period, other than Monetary Liens and Tenancy Rights. If any Monetary Liens or Tenancy Rights affect the Property as of the date of Closing, Purchaser may, but shall not be obligated to, obtain release of such Monetary Liens and the termination of such Tenancy Rights and Purchaser's reasonable, out-of-pocket costs actually incurred in connection therewith shall be credited against the Purchase Price. If Purchaser so elects to pursue release of such Monetary Liens and termination of such Tenancy Rights, the Closing Date shall be extended as necessary for Purchaser to effect the same. Notwithstanding any such election, as long as any Tenancy Rights or Monetary Liens remain in effect, Purchaser may

at any time elect (a) to consummate the transaction contemplated by this Agreement without regard to such Monetary Liens and Tenancy Rights, in which event the Purchase Price shall be adjusted as mutually agreed by the Parties, or (b) to terminate this Agreement, whereupon the Deposits will be refunded to Purchaser and no Party shall have any rights, duties, or obligations hereunder, except those that expressly survive termination of this Agreement.

F) Extension of Initial Inspection Period. Except as otherwise provided herein, Purchaser may not extend the Initial Inspection Period without the written approval of Seller, which approval shall not be unreasonably withheld if Purchaser is diligently and continuously pursuing testing and investigation of the Property, including pursuit of the Approvals. Should Purchaser desire an extension of the Initial Inspection Period, then Purchaser must, on or before the expiration of the Initial Inspection Period, request such extension of the Initial Inspection Period, and pay to Seller a non-refundable amount of TEN THOUSAND AND NO/10 DOLLARS ($10,000.00) for each extension ("Additional Deposit."). However, except as otherwise provided herein, the Initial Inspection Period may only be extended for two (2) periods of no more than sixty (60) days each ("Extended Inspection Period"). The Initial Inspection Period, as may be extended pursuant to the terms of this Agreement, shall be referred to herein as the "Inspection Period".

G) Permitting and Zoning. During the Inspection Period, Purchaser shall have the right to confirm that the zoning of the Property will support Purchaser's intended development and operation of the Project ("Project Zoning"), and Purchaser shall apply for and receive all necessary approvals and permits from the City of College Park (or appropriate governmental agency) to commence the Project (as defined below), including but not limited to (to the extent required) (i) a parking variance, (ii) a land disturbance permit, (iii) a building permit, and (iv) any other such permits or approvals deemed necessary and appropriate by Purchaser (the "Approvals").

If Purchaser determines that the Project's currently existing zoning does not allow for the development and operation of the Project, or if Purchaser is unable to timely obtain the Approvals, Purchaser shall have the right to pursue a rezoning of the Property or any needed variance required in connection with the Project Zoning and/or to apply for and obtain the Approvals, at Purchaser's expense. Seller agrees to fully cooperate with Purchaser in the rezoning and permitting of the Property or in pursuing any such variance, including execution and delivery of any documents required in connection therewith. If it is determined that the rezoning of the Property or approval of the variance or the permitting will not be complete prior to the expiration of the Inspection Period, Seller agrees that the Inspection Period may be further extended, without payment of an additional fee, but only with respect to Purchaser's completion of the Approvals and/or the rezoning of the Property or any needed variance until such date as the Approvals have been obtained and the Property shall be rezoned or such variance granted to allow for the development and operation of the Project and any applicable appeals related thereto shall be exhausted. Purchaser may exercise the right to extend the Inspection Period up to a maximum period of six (6) months pursuant to this Paragraph by delivery of written notice to Seller prior to the then-current expiration of the Inspection Period, reciting the lack of acceptable zoning at the Property.

H) Development Plans: Purchaser shall deliver to Seller, prior to the expiration of the Inspection Period, a site plan which includes development of the Project which is further described or depicted in Exhibit "B" attached hereto and by this reference made a part hereof.

I) Purchaser's Determination: If during the Inspection Period the Purchaser should determine in its sole discretion for any reason that the Property is inadequate, unacceptable or unusable for

the purposes set forth in this Agreement, then the Purchaser shall provide notice to that effect to the Seller, whereupon the Deposits shall be paid over to Purchaser in accordance with this Agreement, this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

5) Seller Deliverable Items

A) Seller's Deliveries. On or prior to the Effective Date, Seller shall deliver to Purchaser the Seller Deliverable Items relating to the Property as hereinafter defined and to the extent available and in Seller's possession. Seller Deliverable Items shall mean those items identified on Exhibit "C" attached hereto and made a part hereof ("Seller Deliverable Items"). By furnishing Purchaser with the Seller Deliverable Items, Seller does not make any warranty or representation with respect to the accuracy, completeness, conclusions or statements expressed in such materials, nor does Seller represent or warrant that these are the sole materials now available with respect to the matters covered thereby; provided, however, that Seller does affirmatively represent and warrant that (i) as of the Effective Date such information is the only information in Seller's possession related thereto, (ii) Seller has no knowledge that any of the Seller Deliverable Items are inaccurate or incomplete and (iii) Seller warrants that Seller has not altered any of the Seller Deliverable Items prior to delivery to Purchaser. Purchaser acknowledges that Purchaser will rely solely on studies, if any, performed under Purchaser's direction. Seller assumes no duty to furnish Purchaser with any updates of the Seller Deliverable Items. Except to the extent that the Seller's representations are untrue, Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in any Seller Deliverable Items so furnished, and any and all claims arising out of any duty of Seller to acquire, seek or obtain materials.

B) AS-IS, WHERE IS: Except as otherwise provided in this Agreement and any documents delivered at Closing, Seller has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against Seller, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically provided herein or in any document delivered by Seller at Closing, the Property will be conveyed to Purchaser in **"AS-IS, WHERE IS, WITH ALL FAULTS"** condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property. Seller warrants with respect to the Property that there is no pending, and Seller has no knowledge of, any threatened, condemnation or taking with respect to the Property, nor any litigation or claims concerning said Property, and that there are no leases, written or otherwise, affecting the Property. Further, to the best of Seller's knowledge, there are no hazardous substances or waste on the Property. Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

6) Closing.

A) Closing Date. The consummation of the purchase and sale of the Property contemplated under this Agreement ("Closing") shall be held on or before the date which is thirty (30) days after the expiration of the Inspection Period at a time at and location within the metropolitan Atlanta area as designated by Purchaser to Seller. Purchaser will give Seller not less than five (5) business days' notice of such time and location, or through Escrow Agent. All applicable Deposits shall be applied to the Purchase Price at Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

B) Closing Conditions to be Satisfied Prior to Closing. After the expiration of the Inspection Period, Purchaser's obligation to close shall at all times be conditioned upon the following, unless waived by the non-obligated Party ("Closing Conditions"):

i) Seller delivering good and marketable fee simple title to the Property by warranty deed subject only to any Permitted Exception as hereinafter defined, and all other items required to be delivered to Purchaser in accordance with the provisions of the Paragraph entitled Conveyance of Title in this Agreement.

ii) The truth and accuracy in all material respects of Seller's warranties and representations in Paragraphs in this Agreement titled Seller's Representations and Warranties and Environmental, Health and Safety Matters at the time of this Agreement and as of the Closing Date, and the compliance by Seller with each and every covenant and agreement to be performed on its part in accordance with this Agreement.

iii) Seller promptly providing Purchaser with any written notices it receives with respect to the Property regarding violations at the Property, including without limitation, notices from any governmental agency.

iv) Should Seller fail to satisfy (or Purchaser fail to waive) any one or more of the contingencies set forth in these subparagraphs by the Closing Date (if permissible under the terms of this Agreement), then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon all of the Deposits shall be refunded to Purchaser except ONE HUNDRED AND NO/100 DOLLARS ($100.00) of such Deposits which shall be paid to Seller in consideration of entering into this Agreement.

C) Closing Costs.

Purchaser shall be responsible for the payment of (i) all costs associated with Purchaser's due diligence, (ii) the premium for the issuance to Purchaser of a standard ALTA Owner's Policy of Title Insurance for the Property, (iii) the costs for preparation and update of the Survey(s), (iv) Purchaser's attorney's fees, (v) the recording fees on the Limited Warranty Deed (hereafter defined), and (vi) one-half of the escrow fee charged by the Escrow Agent.

Seller shall be responsible for the payment of (i) the costs to prepare the Limited Warranty Deed and all other documents necessary to perform Seller's agreements and obligations hereunder, (ii) its own attorney's fees, (iii) any assessments due prior to Closing with respect to the Property, (iv) all real estate transfer taxes, if any (v) the costs of recording any documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property, and (vi) one-half of the escrow fee charged by the Escrow Agent.

7) Conveyance of Title.

A) Seller shall convey good and marketable fee simple title to the Property to Purchaser at Closing pursuant to one (1) joint or two (2) separate and recordable limited warranty deed(s) (in either case, the "Warranty Deed") duly executed, witnessed and authorized, free and clear of liens and encumbrances created by Seller and other Title Objections (as hereinafter defined) other than (i) Title Objections not cured by Seller and waived or deemed waived by Purchaser in writing, and (ii) any and all matters arising after the date hereof resulting from the acts or omissions of Purchaser ((i) and (ii) hereinafter collectively referred to as "Permitted Exceptions"). For purposes of this Paragraph, "good and marketable fee simple title" shall mean fee simple ownership which is marketable title as determined in accordance with the laws of the State of Georgia, as supplemented by the title standards of the State Bar of Georgia and shall exclude any preprinted standard title exceptions set forth in any title insurance commitment obtained by Purchaser. The legal descriptions to be incorporated into each Warranty Deed shall be based on the Surveys provided for in this Agreement. If the boundaries of the legal descriptions of the Property, as depicted on the Surveys, are not the same as the legal descriptions attached to this Agreement, Seller will, at Closing, execute and deliver to Purchaser a recordable and insurable Quitclaim Deed duly executed, witnessed and notarized containing a legal description of each parcel of the Properties prepared from the Surveys including the common boundaries.

B) Seller and Purchaser shall each deliver to the other at Closing such documents as may be reasonably required to evidence the authority of such Party for the execution and delivery of the documents to be delivered hereunder.

C) Seller and Purchaser shall execute and deliver to the other at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement, including without limitation, a settlement statement and form 1099. In addition, Seller shall deliver such affidavits as may be required to insure good and marketable fee simple title to the Property as required herein, withholding certificates, and a brokerage affidavit.

D) Seller shall deliver to Purchaser and Title Company at Closing an affidavit reasonably acceptable to Purchaser and Title Company stating that to the knowledge of the person making such affidavit (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property by Seller during the last one hundred (100) days immediately preceding Closing, or if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been or will be paid in full in the ordinary course of business; (ii) that Seller is not a "foreign person" as that term is defined in the I.R.C., Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; and (iii) no legal proceedings are pending or to Seller's knowledge threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Purchaser in accordance with this Agreement.

E) Tax Abatement: Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

F) Reconveyance Rights: The Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Lender's Request to the contrary.

8) Recapture and Reconveyance with respect to the Property

A) Recapture and Repurchase: Purchaser shall pay to Seller the Purchase Price for the Property, after adjustment for the prorations, if any, and application of the Deposits. If the conditions set forth below are not met, the Seller, in its sole discretion, shall be entitled to demand by written notice ("Recapture Notice") that the Purchaser reconvey the Property to Seller. Such repurchase shall occur on or before the ninetieth (90th) calendar day following the later of (i) the delivery of the Recapture Notice, or (ii) the date on which all governmental approvals and consents have been obtained by Seller such that Seller is ready, willing and able to repurchase the Property (such later date hereinafter the "Repurchase Date"). The Property shall be repurchased by the Seller at the Purchase Price set forth in this Agreement, with any and all improvements thereon, said improvements being considered as included in the Purchase Price set forth in Paragraph 2, and upon the same terms and conditions as contained herein, except that Seller shall not be entitled to any credit for the Deposits (this entire Paragraph being the "Reconveyance Rights").

B) Commencement Deadline: The Seller shall be entitled to demand the reconveyance of the Property to Seller upon the failure of development to commence on the Property (i.e. commencement of land disturbance) on or before the date which is twelve (12) months after the date of Closing (such date, as the same may be extended as provided for immediately herein below, the "Commencement Deadline"). Additionally, Purchaser must submit its development plan with its application for a land disturbance permit to the applicable governmental authorities prior to the Commencement Deadline. Seller shall make every reasonable good faith effort to allow such development to commence on or before the Commencement Deadline, and may, at Seller's sole discretion, grant to Purchaser an extension of the Commencement Deadline for an additional six (6) month period, as warranted under the circumstances for the extension, at no cost to Purchaser. However, any additional extension of the Commencement Deadline shall only be granted at Seller's sole discretion, and upon the payment of an amount equal to FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per day to Seller by Purchaser as consideration for said extension ("Liquidated Damages"), prior to sending the Recapture Notice to Purchaser. The Liquated Damages shall be non-refundable.

C) Project Completion Deadline: Once Purchaser commences construction, Purchaser shall diligently prosecute the Project to completion, subject to force majeure delays, and shall use commercially reasonable efforts to substantially complete (or cause the substantial completion of) the Project, no later than thirty six (36) months after the issuance of the land disturbance permit ("Project Completion Deadline"). In the event Purchaser does not complete the Project by this date, then Seller may, at its option and in its sole discretion, exercise the Reconveyance Rights as outlined herein.

D) Right to Demand Reconveyance: Seller's right to demand reconveyance of the Property shall be Seller's sole and exclusive remedy for such a failure of development to begin by the Commencement Deadline or, in the event the Project is not completed by the Project Completion Deadline, Seller may, in its sole discretion, demand reconveyance of the Property. Except for limiting Seller's remedies in connection with the failure to commence or complete development of

the Property, the foregoing sentence shall not otherwise affect Seller's rights and remedies under this Agreement.

E) Waiver of Reconveyance Rights: In the event the commencement or completion of development on the Property shall be satisfied, or Seller's waives its Reconveyance Rights, Seller shall execute and record such instrument as Purchaser may reasonably request to evidence such satisfaction and/or waiver; provided, however, Seller's failure to do so shall not affect such satisfaction or waiver and in the event, Seller fails to do so Purchaser may unilaterally record an instrument evidencing such satisfaction or waiver.

Notwithstanding anything to the contrary contained herein, in the event Seller delivers a Recapture Notice but the development on the Property commences or is completed prior to the Repurchase Date, then the failure to timely commence or complete development shall be deemed cured and the Reconveyance Rights shall be waived, forever forfeited and of no further force and effect. In addition, and notwithstanding any other provision of this Paragraph, the Commencement Deadline and the Project Completion Deadline shall each be extended for force majeure, including, without limitation, war, strikes, fires, floods, acts of God, governmental restrictions or moratoria, or power failures.

F) Lender's Request/Performance Bond: In the event Purchaser's Lender requests ("Lender's Request") that the Reconveyance Rights be removed from the Agreement in order to approve its loan to Purchaser as evidenced by a letter to the Seller from either (i) Purchaser's Lender or (ii) Purchaser's attorney requesting said removal and stating that Purchaser's loan is approved subject to the removal of Seller's Reconveyance Rights, which removal shall also be subject to Purchaser maintaining a performance bond in full force and effect until the Project is completed, then in that event, Seller agrees, that, notwithstanding anything to the contrary, the Reconveyance Rights shall be unilaterally stricken from this Agreement upon receipt of such Lender's Request without the requirement of further approval by Seller.

In the event that Purchaser's financing covers the cost of the entire Project and the maintenance of a performance bond in full force and effect until the Project is completed is included as a condition of approval of said financing, Purchaser's obligation to maintain a performance bond in full force and effect as set forth herein shall be deemed satisfied.

Notwithstanding anything else to the contrary contained herein, the City of College Park shall not issue building permits for the Project until Purchaser provides proof that it has secured a performance bond for the Project in form and amount satisfactory to Seller to secure the faithful performance of this Agreement. The parties agree that performance means the construction of the Project as negotiated and agreed to among the parties (see Exhibit "B"). The failure of the commencement of the entire project or the failure of completion, as set out within thirty (30) months shall be cause to involve the recapture and reconveyance of the property by the Seller.

G) The provisions of this Paragraph shall survive the Closing. Further, the Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Lender's Request to the contrary.

H) In the event of a breach of this Paragraph by Purchaser that results in the Seller filing a lawsuit to enforce its terms, then in that event Seller shall be entitled to recover from Purchaser expenses of such litigation including attorneys' fees from Purchaser in an amount to be determined by the court where the lawsuit is filed.

9) Casualty and Condemnation.

In the event, at any time between the making of this Agreement and Closing, all or any material portion of the Property is condemned (or threatened to be condemned) by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) consummate the purchase of the Property and collect all proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the Parties hereto with no reduction in the Purchase Price.

In the event of a condemnation in which Purchaser does not elect to terminate this Agreement, then Seller shall on Closing pay any and all condemnation awards and compensation then received by Seller for the Property to Purchaser. In addition, Seller shall assign to Purchaser all rights and claims of Seller with respect to payment and compensation on account of such taking. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) above in this Paragraph. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have fifteen (15) days after Purchaser receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such fifteen (15) day period in which to make the election under this Paragraph.

Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may, either at or prior to Closing, (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), in which event neither Party shall have any further right or obligation hereunder, other than the obligations that expressly survive termination, or (ii) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's deductible under its insurance policy.

10) Assignment. Purchaser may not assign Purchaser's rights or obligations under this Agreement without the prior written consent of Seller; provided, however, Purchaser shall have the right, without obtaining Seller's consent, to assign Purchaser's rights and obligations under this Agreement to (i) any parent, subsidiary or other entity owned or controlled by or in common ownership with Purchaser; and (ii) any entity affiliated with Purchaser in which (a) Purchaser owns a majority interest or (b) Purchaser controls ("Permitted Party"); provided, however, Purchaser shall provide prior notice of such assignment to Seller in writing. Provided further that Purchaser may make no more than two (2) assignments under this Paragraph without obtaining Seller's prior

written consent and provided further that no assignee of Purchaser may assign its rights and obligations under this Agreement to a third party without the prior written consent of the Seller.

11) Survival of Closing. All warranties and representations made herein by either Seller or Purchaser shall survive Closing for a period of one (1) year.

12) Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser as of the date of this Agreement and as of the Closing Date that:

a) Seller is duly organized and validly exists as a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia.

b) Seller has complete and full authority to execute this Agreement and to convey to Purchaser title to the Property in accordance with this Agreement without the joinder or consent of any third party.

c) Seller is the owner in fee simple of the Property; provided, however, that with respect to the Property, this representation, warranty and covenant shall only apply as of the Closing Date.

d) Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.

e) Seller has no knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.

f) To the knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Purchaser upon learning of any such assessments.

g) There are no leases or occupancy agreements currently affecting any portion of the Property.

h) Seller has not granted any right-of-first refusal or similar right with respect to the Property and, to the knowledge of Seller, no right-of-first refusal or similar agreement exists in connection with the Property.

i) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

j) Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

k) Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

l) Seller covenants and agrees with Purchaser that from and after the Effective Date and through the Closing (if this Agreement is not sooner terminated), Seller will (a) refrain from transferring the Property (or any portion thereof) or creating or allowing to be created on the Property any liens, judgment liens, easements, mortgages or other agreements (including, without limitation, leases or service agreements) which will survive Closing and affect or impact the Property; and (b) continue to operate, maintain and repair the Property in compliance with all applicable laws, rules, regulations, ordinances and covenants applicable thereto and in a manner consistent with Seller's current practices.

m) Seller represents that water, sewer, electricity, natural gas, and telecommunications and internet service will be available for connection to the improvements to be built by Purchaser, and that the City of College will be provided an easement or access agreement for any services which are now, or will be, located on or provided to the Property as required.

13) Environmental, Health And Safety Matters.

To its knowledge, Seller is not subject to any claim, obligation, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Laws or arising out of any act or omission of Seller, or Seller's employees, agents or representatives or arising out of the ownership, use, control or operation by Seller of any facility, site, area or property from which any Hazardous Materials were released into the environment (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air);

Seller has received no notice that the Property (or any portion thereof) is in violation of Environmental Laws;

Seller has no actual knowledge that the Property contains any asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets; and,

Seller has not imported any Hazardous Materials (as defined in this Agreement) onto the Property.

14) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, sent via a nationally recognized overnight courier service, or on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as the Parties may from time to time designate by notice in writing to the other Parties:

If to Seller:
College Park Business and Industrial Development Authority
College Park City Hall
3667 Main Street
College Park, Georgia 30337

If to Purchaser:
Six Points Homes, LLC
3400 West Hospital Avenue
Suite 204
Chamblee, GA 30341
Attn: Yaron Zaken, President

Attn: Artie Jones, III, Executive Director

With a copy to:
Daniel W. Lee, Esq.
Freeman, Mathis & Gary, LP
100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339

With a copy to:
J. Bristow Anderson, Esq.
J. Bristow Anderson, P.C.
2105 Macy Drive
Roswell, Georgia 30076
770-998-6137
bristow@bristowanderson.com

15) Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

16) Surveys. The Purchaser, at the Purchaser's sole cost and expense, shall obtain from a Georgia Registered Land Surveyor, one or more legal Survey(s) showing the Property to be conveyed under this Agreement. Promptly upon receipt of said Survey, the Purchaser shall cause the Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre, and shall form the basis of the legal description to be used for the conveyance of the Property. In the event the Seller disagrees with a Survey, the Seller shall have the right, at the Seller's expense, to have a new survey of the Property (or of the one disputed) prepared. In the event the Purchaser does not accept the Seller's survey, the Purchaser's and the Seller's surveyors shall name a third surveyor to survey the Property (or the one disputed), and the cost thereof shall be divided equally between the Seller and the Purchaser.

17) Brokers. Seller and Purchaser each warrant and represent to the other that WEICHERT REALTORS/THE COLLECTIVE ("Purchaser's Broker") and ACKERMAN & CO ("Seller's Broker") were simultaneously involved in negotiating this transaction on behalf of the Parties. A total commission of ten percent (10%) of the Purchase Price shall be equally divided among said Brokers and no other real estate commission or compensation shall be payable by either Party with respect to purchase and sale pursuant to this Agreement. Purchase and Seller shall indemnify and save harmless the other Party against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by reason of any breach of the payment or compensation by Purchase or Seller to their respective Broker.

18) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

19) Waiver. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. Notwithstanding anything to the contrary contained herein, each of the parties hereby, and only to the extent allowable by law, expressly waives any and all claims against the other arising out of any acts or omissions of the other.

20) Counterparts. This Agreement may be executed in several counterparts, each of which is deemed an original, and all of such counterparts together shall constitute one and the same

Agreement. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

21) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

22) Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23) Entire Agreement. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties, supersedes all prior written or oral communications relating the subject matter hereof, and is binding upon Seller and Purchaser, their respective heirs, successors, legal representatives and assigns.

24) Exclusivity. During the term of this Agreement, Purchaser and Seller hereby acknowledge and agree that Seller shall not commence, undertake or continue any negotiations with any other party concerning the sale of the Property.

25) Date of Agreement. The "Effective Date" of this Agreement for all purposes shall be the binding Date of this Agreement as indicated by the date written by the party who is the last to sign on the signature page hereinbelow. In the event that the expiration of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the state in which the Property are located, such date shall be automatically extended to the next applicable business day.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates written below.

SELLER:
College Park Business and Industrial Development Authority

By: _____
ELEANOR D. CORNELIUS, Chairlady
Date: _____

PURCHASER:
Six Points Homes, LLC

By: _____
YARON ZAKEN, President
Date: _____

ESCROW AGENT:
First American Title Insurance Company

By: _____
Printed: _____
Title: _____
Date: _____

EXHIBIT "A"
Property - Legal Description of the Property

[For Agreement purposes and until the completion of the ALTA Survey, the following list and the attached Legal Description(s) shall constitute the Property description - Upon completion of the ALTA Survey, the metes and bounds legal description of the Property will be substituted as the final Exhibit "A".]

Parcel No:	Street Address:
portion of 14 0192 LL0166	

EXHIBIT "B"
Project

[For Agreement purposes and until the completion of the site plans for the development of the Project, the following shall constitute the Project description - Upon completion prior to the expiration of the Inspection Period, the site plans or full set of plans of the Project as the case may be will be substituted as the final Exhibit "B".]

Purchaser shall submit to the City of College Park an application for the approval of the proposed site plan with a zoning designation as a Planned Urban Development (PUD). The Project shall consist of:

- 24 total homesites.
- Detached single family homesites of not less than 10,000 sf per lot with up to 4,000 sf of heated space per home.
- A maximum of 12 attached townhomes with a minimum width of 18', up to 3,500 sf of heated space and rooftop terraces.
- Secured private access points to the Brady Trail from the subdivision.
- Perimeter fencing around the portion adjacent to the Brady Trail.

Exhibit "C"
Seller Deliverable Items

- The most recent title policy or title commitment on the property in the possession or control of Seller together with all related documents.

- The most recent ALTA survey and topographic study for the property and a copy of the construction blueprints, engineering plans and as-built drawings in the possession or control of Seller, if any.

- Legal description of the Property.

- Zoning Compliance Certificate for the Property and all zoning approvals (including variances and any pending applications).

- Declaration of covenants, conditions, restrictions, reservations and easements for the Property.

- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies.

- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the Property.

- A list of all personal property, if any, owned by Seller, located at the Property, and used or useful in connection with its operation and maintenance.

- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in Seller's possession or control.

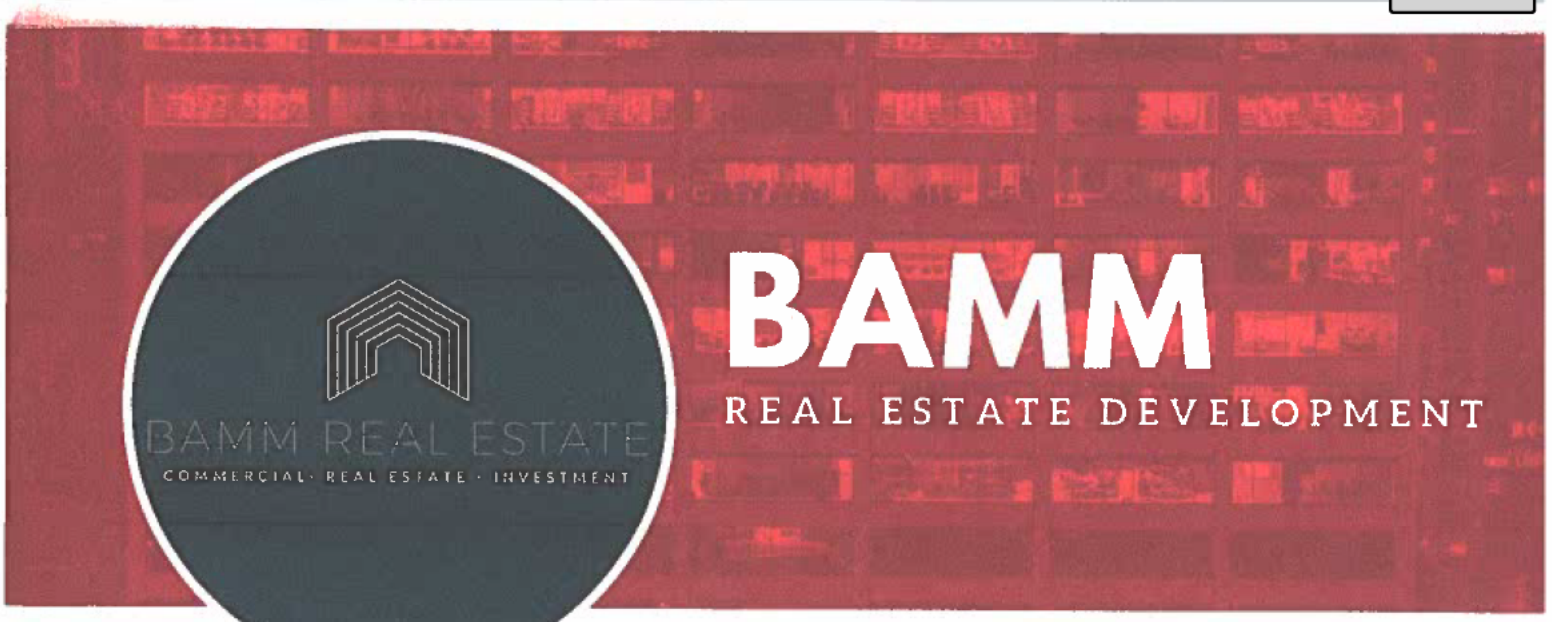
- A schedule of pending litigation, if any, affecting the property or Seller's ability to convey the Property.

EXHIBIT IX

Purchase and Sales Agreement for

Office Project #3

BAMM



profile

Experienced real estate team specializing in single tenant, net lease blend and extend transactions. Focused on development of new properties with national tenants, in addition to re-tenanting existing retail properties .

members

Michael Sunshine
Managing partner and development manager

Adam Leiber
Managing Parter and In-house counsel

contact

Michael Sunshine

michaelsunshine@gmail.com

404-456-4599

recent transactions

Retail Development in Marietta, GA

- 8,800 sq. ft. ground up development of restaurant and retail space currently leased

Multi-Tenant Center in Atlanta, GA

- Acquired commercial building with existing national, credit-rated tenants and negotiated lease extension

Single-Tenant Building in Naples, FL

- Acquired commercial building with existing national credit-rated tenant

Medical Development in Marietta, GA

- Development of 18,000 sq. ft. and 35,000 sq. ft medical office buildings located by Kennestone Hospital

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August 4th, 2020

To: **Steve Langford**
Attention: Mr. Steve Langford
Ackerman & Co.
10 Glenlake Parky, Suite 1000
Atlanta, GA 30328

RE: Letter of Intent for the acquisition of the ± .2.57 acre parcel of land located at the city block surrounded by Harvard Avenue, Columbia Avenue, College Street and Main Street, as depicted in exhibit A, attached hereto, and more accurately described as Parcel Numbers 14-0161-0006-061-2; 14-0161-0006-062-0; 14-0161-0006-063-8; 14-0161-0006-064-6; 14-0161-0006-085-1, located in the city of College Park, Georgia ("the Property").

The following describes the primary terms and conditions under which **BAMM Real Estate LLC** ("Purchaser"), will enter into a Purchase and Sale Agreement with **City of College Park** ("Seller"), to acquire the Property.

1) **Purchase Price.** The Purchase Price at closing shall be Six Hundred and Forty-Two Thousand Five Hundred Dollars ($642,500.00).

2) **Earnest Money.** Within three (3) business days after the full execution of a purchase and sale agreement for the Property (the "PSA"), Purchaser will deposit Ten Thousand Dollars ($10,000.00) with a company mutually agreed upon by Purchaser and Seller. All deposited funds shall be credited to the Purchase Price at closing.

3) **Inspection Period.** Purchaser shall have one hundred and eighty (180) days following the full execution of the PSA to review such information to be provided by Seller regarding the Property and to make such inspections, evaluations and tests of the Property (the "Inspection Period"). Purchaser may elect, through written notice, to extend the Inspection Period by ninety (90) days; in such event Purchaser will deposit additional Earnest Money in the amount of Ten Thousand Dollars ($10,000). In the event Purchaser is not satisfied with the condition of the Property for any reason, then Purchaser may, on or before the expiration of the Inspection Period, notify Seller that it elects to terminate the PSA. In such event, the PSA will terminate and be of no further force and effect whatsoever and all Earnest Money will be returned to Purchaser.

4) **Financing.** All cash

5) **Closing.** The closing shall be thirty (30) days following expiration of the Inspection Period, or such earlier date as Purchaser may request.

6) **Closing Costs, Credits and Prorations.** Seller will pay any document stamps/transfer taxes or other conveyance fees associated with the transaction. Purchaser to pay all property inspection costs, any intangible tax, title inspection/insurance or any other reports required. Each party will pay their own attorney's fees. Other items to be prorated as of closing as customary.

7) **Lease.** [Intentionally reserved]

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8) **Preparation of the PSA.** Within Seven (7) days following the full execution of this letter, Purchaser shall deliver to Seller a first draft of the PSA for Seller's review and comment.

9) **Exclusive Dealings**. Immediately following the full execution of this letter and for so long as the PSA is being negotiated or is in effect, Seller will not enter into an agreement or commence negotiations with any party with respect to the sale, exchange or transfer of all or any part of Seller's interest in the Property.

10) **Non-Binding Effect.** With the exception of item 9 above, this letter of intent is not a binding agreement on either party and is subject to the full execution by Purchaser and Seller of a mutually acceptable PSA.

11) **Brokerage.** Brett Buchwald of Ackerman & Co. represents the Purchaser in this transaction. Agent shall be paid by the Seller a brokerage fee of Six Percent (6%) per a separate agreement with the Seller upon closing.

If the foregoing terms and conditions are acceptable, please acknowledge by returning a signed counterpart of this letter to the undersigned on or before 5:00 p.m. EST on August 11th, 2020.

PURCHASER:

BAMM REAL ESTATE, LLC

DocuSigned by:
By: _____
A46A361A89AF497...
Printed Name: Michael Sunshine

SELLER:

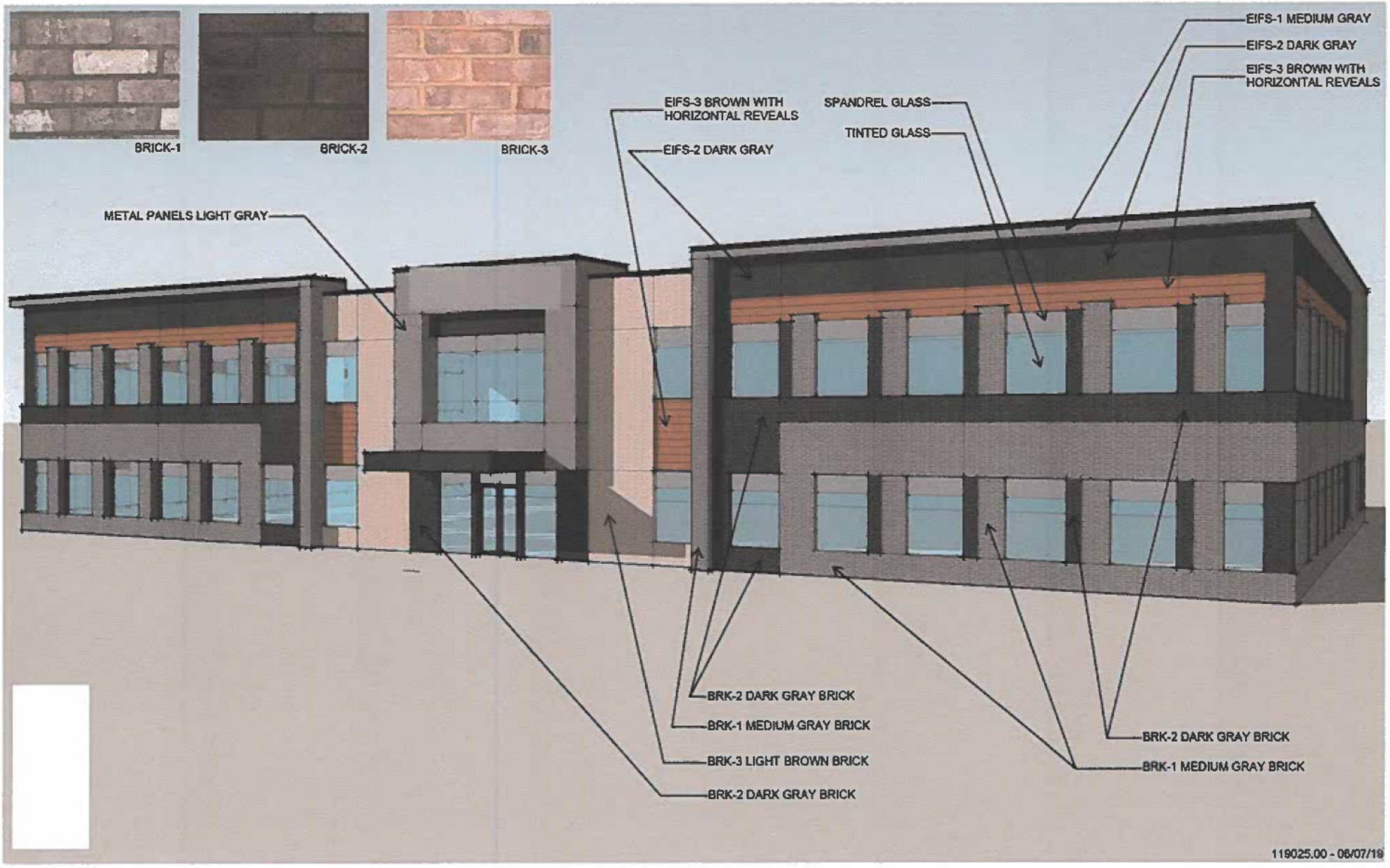
AGREED AND ACCEPTED THIS ____ DAY OF August, 2020.

By: _____

Printed Name: _____

DocuSign Envelope ID: C96FAEEC-B638-4F7F-9FDE-A934EEB8C367

EXHIBIT A


BRICK-1
BRICK-2
BRICK-3
EIFS-1 MEDIUM GRAY
EIFS-2 DARK GRAY
EIFS-3 BROWN WITH HORIZONTAL REVEALS
EIFS-3 BROWN WITH HORIZONTAL REVEALS
SPANDREL GLASS
TINTED GLASS
EIFS-2 DARK GRAY
METAL PANELS LIGHT GRAY
BRK-2 DARK GRAY BRICK
BRK-1 MEDIUM GRAY BRICK
BRK-3 LIGHT BROWN BRICK
BRK-2 DARK GRAY BRICK
BRK-2 DARK GRAY BRICK
BRK-1 MEDIUM GRAY BRICK
119025.00 - 06/07/19

620 Cherokee Street NE
New Medical Office Building
Marietta, Georgia
A901
1 SOUTH WEST VIEW
2 NORTH WEST VIEW
3 NORTH EAST VIEW
4 SOUTH EAST VIEW

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (hereinafter sometimes referred to as this "Agreement") is hereby made and entered into as of the later of the date of Seller's or Purchaser's execution hereof ("Date of this Agreement"), by and between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia (hereinafter referred to as the "Seller" or "BIDA"), BAMM REAL ESTATE, LLC, a Georgia Limited Liability Corporation (hereinafter referred to as the "Purchaser"), and FIRST AMERICAN TITLE INSURANCE COMPANY (hereinafter referred to as the "Escrow Agent") the Seller, the Purchaser, and the Escrow Agent are at times referred to herein individually as "Party" or collectively as the "Parties."

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

WHEREAS, the Seller owns or will acquire certain parcel(s) containing +/- 1.75 acres of land in aggregate located along COLUMBIA AVE in the City of College Park, Fulton County, Georgia, PARCEL IDs: 14 016100060612; 14 016100060620; 14 016100060638; and 14 016100060646 which land is further described or depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage thereon (the "Property"); and

WHEREAS, the Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, the Property depicted in Exhibit "A" attached hereto and by this reference made a part hereof, together with all rights, easements and appurtenances pertaining thereto (except as may otherwise be limited herein) and all improvements, trees, bushes, landscaping and foliage, at the purchase price established herein; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1) **Purchase And Sale**. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase the Property, subject to and in accordance with the terms and conditions set forth herein.

2) **Purchase Price**. The purchase price for the conveyance of the Property to be paid by Purchaser to Seller shall be FOUR HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($437,500,000.00) ("Purchase Price"). The Purchase Price, as adjusted by: (i) any prorations provided for herein and (ii) as reduced by the escrow deposit (the "Deposits" as defined below), will be paid to Seller by wire transfer of immediately available U.S. funds at Closing.

3) **Deposit; Escrow Agent**.

Within three (3) business days after the Date of this Agreement, Purchaser will deliver to the Escrow Agent the sum of THIRTEEN THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS ($13,125.00) as an escrow deposit (the "Deposit"). The Deposits shall be held in escrow by the Escrow Agent in an interest-bearing account at a financial institution insured by

the Federal Deposit Insurance Corporation. The term Deposits shall include the Deposit, Additional Deposit, Extension Deposit and all interest accrued thereon.

If and when there is a closing of the transaction contemplated hereby, then the Deposits shall be applied against the Purchase Price at the time of Closing. If the sale of the Property as contemplated hereunder is consummated, then the Deposits shall be absolutely nonrefundable and paid to Seller as part of the Purchase Price and retained by Seller at the Closing.

A) Seller's Default: If the sale of the property is not consummated due to Seller's default hereunder, then Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) terminate this agreement and receive a refund from Seller of (i) the deposits, and (ii) all costs and expenses incurred by Purchaser in entering into this transaction and preparing to close on the land, up to a maximum of $25,000.00, in which event neither party shall have any further rights or obligations hereunder; or (2) enforce specific performance of this agreement. Purchaser shall not have any other rights or remedies hereunder as a result of any default by Seller prior to closing, and Purchaser hereby waives any other such remedy as a result of a default hereunder by Seller.

B) Purchaser's Default: If the sale is not consummated due to any default by Purchaser hereunder, then Seller shall retain the Deposits plus the costs and expenses incurred by the Seller to acquire the property as liquidated damages (the parties agreeing that actual damages would be impossible to calculate) as Seller's sole and exclusive remedy in which event neither party shall have any further rights or obligations hereunder.

C) Escrow Agent's Duties: Upon written notification signed by both Seller and Purchaser that the contemplated sale shall not take place or that this Agreement is terminated as provided herein, the Escrow Agent shall deliver the Deposits as provided in this Agreement.

The Parties hereto covenant and agree that in performing any of its duties under this Agreement, the Escrow Agent shall not be liable for any loss, costs, or damage which it may incur as a result of serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

In the event of a dispute between the Parties hereto, sufficient in the sole discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction the Deposits, together with such legal pleadings as it deems appropriate, and thereupon be discharged.

D) Seller's Rights and Privileges: Notwithstanding anything to the contrary herein, in any event where the Deposits are to be returned to Purchaser, ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) thereof shall be paid to Seller as consideration for the rights and privileges granted to Purchaser in this Agreement, thus making and/or establishing further grounds for making this Agreement the valid and enforceable obligation of Purchaser and Seller even though Purchaser may have certain unilateral termination rights herein.

4) Purchaser's Inspections; Title And Survey Review.

A) Initial Inspection Period. Purchaser, its agents and representatives, shall have at all times until one hundred twenty (120) days from the Date of this Agreement (the "Initial Inspection Period"), or any extension thereof, and thereafter until Closing if this Agreement has not been terminated pursuant to the terms hereof, to enter upon the Property, including, without limitation, any improvements located thereon, to inspect and investigate each and every aspect of the Property including, without limitation, the following:

i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

ii) The physical condition and aspects of the Property, including, without limitation, the seismic aspects of the Property, and all other physical and functional aspects of the Property including an examination for the presence or absence of Hazardous Materials, as defined below, which shall be performed or arranged by Purchaser at Purchaser's sole expense. (For purposes of this Agreement, "Hazardous Materials" shall mean inflammable explosives, radioactive materials, asbestos, asbestos–containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, petroleum and petroleum distillates, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws (collectively, "Environmental Laws");

iii) any easements and/or access rights affecting the Property; and,

iv) all other matters of material significance affecting the Property including, without limitation, topographical and or ALTA surveys ("Surveys"), soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions.

B) Damage/Restoration of Property: To the extent that any testing disturbs the surface of the Property, Purchaser will, at the expense of Purchaser, restore the Property to as nearly as possible its condition prior to the testing. Purchaser hereby indemnifies Seller and agrees to hold Seller harmless from and against any loss, damage, personal injury, death, property damage, liens, liabilities or expense of any nature whatsoever, including, without limitation, reasonable attorneys' fees actually incurred, which Seller may suffer or incur as a result of the exercise by Purchaser of its rights under this Paragraph. This Paragraph shall survive any termination of this Agreement. During the Initial Inspection Period provided for herein, Purchaser shall conduct such inspections and examinations as desired by Purchaser showing to the satisfaction of Purchaser in its sole discretion that the Property is acceptable to Purchaser and are usable by Purchaser (or its assignee as permitted herein) for the purpose of constructing and operating the Project with adequate parking.

C) Title Objections: On or before the expiration of the Initial Inspection Period, Purchaser shall notify Seller of any objectionable title matter or defect or survey matter or defect ("Title Objection") which affects the marketability or insurability of the title to the Property (or either of them) or which adversely affects the use of the Property (or either of them) for the Project or which Purchaser otherwise deems objectionable in its sole discretion. In the event Seller is notified of any such Title Objections prior to the expiration of the Initial Inspection Period, Seller shall have five (5) business days from receipt of such written notice within which to notify Purchaser of which such Title Objections ("Seller's Title Letter") Seller shall satisfy or otherwise cure or otherwise remove. Purchaser shall have the option to be exercised within five (5) business days from receipt

of Seller's Title Letter of either accepting the title as proposed by Seller in Seller's Title Letter and waiving any other Title Objections, or, terminating this Agreement by written notice to Seller and receiving a refund of the Deposits which shall immediately be returned to Purchaser by the Escrow Agent, whereupon neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement, except such obligations which are specifically set forth in this Agreement to survive termination. In the event Purchaser fails to respond to Seller's Title Letter or terminate this Agreement as hereinabove provided, and except as provided below, Purchaser shall be deemed to have agreed to accept the title as proposed by Seller and to continue toward closing of the purchase and sale transaction contemplated herein subject to the terms and conditions hereof.

D) Title and Survey Updates: From and after the date of the Initial Inspection Period, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey(s), and Purchaser may object to any matters of title first appearing after the effective date of the original title commitment obtained by Purchaser by giving Seller written notice of any such defects or objections within five (5) business days after Purchaser's receipt of same. The title objection and response process provided above shall then be replayed, and if Seller is unable or refuses to remove or cure such additional title objections within the time period(s) provided, then Purchaser shall be entitled to exercise the same rights enumerated in herein.

Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall also have the right to examine title to the Property at any time prior to Closing for the purpose of ascertaining whether Seller remains in compliance with Seller's representations, warranties and covenants set forth herein, and Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a breach of Seller's representations, warranties or covenants under this Agreement occurs and is not cured by Closing, Purchaser's rights and remedies with respect thereto shall be as set forth in paragraph 3(A) of this Agreement.

E) Monetary Liens: Notwithstanding the foregoing, Seller shall be obligated to cure on or before the date of Closing (i) any encumbrances filed against the Property to secure the repayment of debt, including without limitation, financing, taxes and assessments and (ii) any other Title Objections of a monetary nature attributable to Seller which can be satisfied by the expenditure of Seller's funds not to exceed $25,000.00 ("Monetary Liens"). In addition, Seller shall (i) terminate any service and supply contracts applicable to the Property on or before Closing and (ii) terminate any existing tenancy rights affecting the Property, including removal of all Parties in possession of the Property or any portion thereof ("Tenancy Rights"). In the event Purchaser does not provide Seller with notice of any Title Objection on or prior to the expiration of the Initial Inspection Period or, in the event Purchaser fails to terminate this Agreement within ten (10) business days after Seller's Title Letter, Purchaser shall be deemed to have waived any Title Objection arising from circumstances existing at the expiration of the Initial Inspection Period, other than Monetary Liens and Tenancy Rights. If any Monetary Liens or Tenancy Rights affect the Property as of the date of Closing, Purchaser may, but shall not be obligated to, obtain release of such Monetary Liens and the termination of such Tenancy Rights and Purchaser's reasonable, out-of-pocket costs actually incurred in connection therewith shall be credited against the Purchase Price. If Purchaser so elects to pursue release of such Monetary Liens and termination of such Tenancy Rights, the Closing Date shall be extended as necessary for Purchaser to effect the same. Notwithstanding any such election, as long as any Tenancy Rights or Monetary Liens remain in effect, Purchaser may

at any time elect (a) to consummate the transaction contemplated by this Agreement without regard to such Monetary Liens and Tenancy Rights, in which event the Purchase Price shall be adjusted as mutually agreed by the Parties, or (b) to terminate this Agreement, whereupon the Deposits will be refunded to Purchaser and no Party shall have any rights, duties, or obligations hereunder, except those that expressly survive termination of this Agreement.

F) Extension of Initial Inspection Period. Except as otherwise provided herein, Purchaser may not extend the Initial Inspection Period without the written approval of Seller, which approval shall not be unreasonably withheld if Purchaser is diligently and continuously pursuing testing and investigation of the Property, including pursuit of the Approvals. Should Purchaser desire an extension of the Initial Inspection Period, then Purchaser must, on or before the expiration of the Initial Inspection Period, request such extension of the Initial Inspection Period, and pay to Seller a non-refundable amount of FIFTEEN THOUSAND AND NO/10 DOLLARS ($15,000.00) for each extension ("Additional Deposit."). However, except as otherwise provided herein, the Initial Inspection Period may only be extended for one (1) period of no more than thirty (30) days each ("Extended Inspection Period"). The Initial Inspection Period, as may be extended pursuant to the terms of this Agreement, shall be referred to herein as the "Inspection Period".

G) Permitting and Zoning. During the Inspection Period, Purchaser shall have the right to confirm that the zoning of the Property will support Purchaser's intended development and operation of the Project ("Project Zoning"), and Purchaser shall apply for and receive all necessary approvals and permits from the City of College Park (or appropriate governmental agency) to commence the Project (as defined below), including but not limited to (to the extent required) (i) a parking variance, (ii) a land disturbance permit, (iii) a building permit, and (iv) any other such permits or approvals deemed necessary and appropriate by Purchaser (the "Approvals").

If Purchaser determines that the Project's currently existing zoning does not allow for the development and operation of the Project, or if Purchaser is unable to timely obtain the Approvals, Purchaser shall have the right to pursue a rezoning of the Property or any needed variance required in connection with the Project Zoning and/or to apply for and obtain the Approvals, at Purchaser's expense. Seller agrees to fully cooperate with Purchaser in the rezoning and permitting of the Property or in pursuing any such variance, including execution and delivery of any documents required in connection therewith. If it is determined that the rezoning of the Property or approval of the variance or the permitting will not be complete prior to the expiration of the Inspection Period, Seller agrees that the Inspection Period may be further extended, without payment of an additional fee, but only with respect to Purchaser's completion of the Approvals and/or the rezoning of the Property or any needed variance until such date as the Approvals have been obtained and the Property shall be rezoned or such variance granted to allow for the development and operation of the Project and any applicable appeals related thereto shall be exhausted. Purchaser may exercise the right to extend the Inspection Period up to a maximum period of six (6) months pursuant to this Paragraph by delivery of written notice to Seller prior to the then-current expiration of the Inspection Period, reciting the lack of acceptable zoning at the Property.

H) Development Plans: Purchaser shall deliver to Seller, prior to the expiration of the Inspection Period, a site plan which includes development of the Project which is further described or depicted in Exhibit "B" attached hereto and by this reference made a part hereof.

I) Purchaser's Determination: If during the Inspection Period the Purchaser should determine in its sole discretion for any reason that the Property is inadequate, unacceptable or unusable for

the purposes set forth in this Agreement, then the Purchaser shall provide notice to that effect to the Seller, whereupon the Deposits shall be paid over to Purchaser in accordance with this Agreement, this Agreement shall be terminated, and neither Purchaser nor Seller shall have any further rights, duties or obligations under this Agreement except such obligations as are specifically set forth in this Agreement to survive termination of this Agreement.

5) Seller Deliverable Items

A) Seller's Deliveries. On or prior to the Effective Date, Seller shall deliver to Purchaser the Seller Deliverable Items relating to the Property as hereinafter defined and to the extent available and in Seller's possession. Seller Deliverable Items shall mean those items identified on Exhibit "C" attached hereto and made a part hereof ("Seller Deliverable Items"). By furnishing Purchaser with the Seller Deliverable Items, Seller does not make any warranty or representation with respect to the accuracy, completeness, conclusions or statements expressed in such materials, nor does Seller represent or warrant that these are the sole materials now available with respect to the matters covered thereby; provided, however, that Seller does affirmatively represent and warrant that (i) as of the Effective Date such information is the only information in Seller's possession related thereto, (ii) Seller has no knowledge that any of the Seller Deliverable Items are inaccurate or incomplete and (iii) Seller warrants that Seller has not altered any of the Seller Deliverable Items prior to delivery to Purchaser. Purchaser acknowledges that Purchaser will rely solely on studies, if any, performed under Purchaser's direction. Seller assumes no duty to furnish Purchaser with any updates of the Seller Deliverable Items. Except to the extent that the Seller's representations are untrue, Purchaser hereby waives any and all claims against Seller arising out of the accuracy, completeness, conclusions or statements expressed in any Seller Deliverable Items so furnished, and any and all claims arising out of any duty of Seller to acquire, seek or obtain materials.

B) AS-IS, WHERE IS: Except as otherwise provided in this Agreement and any documents delivered at Closing, Seller has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against Seller, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically provided herein or in any document delivered by Seller at Closing, the Property will be conveyed to Purchaser in **"AS-IS, WHERE IS, WITH ALL FAULTS"** condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property. Seller warrants with respect to the Property that there is no pending, and Seller has no knowledge of, any threatened, condemnation or taking with respect to the Property, nor any litigation or claims concerning said Property, and that there are no leases, written or otherwise, affecting the Property. Further, to the best of Seller's knowledge, there are no hazardous substances or waste on the Property. Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

6) Closing.

A) Closing Date. The consummation of the purchase and sale of the Property contemplated under this Agreement ("Closing") shall be held on or before the date which is thirty (30) days after the expiration of the Inspection Period at a time at and location within the metropolitan Atlanta area as designated by Purchaser to Seller. Purchaser will give Seller not less than five (5) business days' notice of such time and location, or through Escrow Agent. All applicable Deposits shall be applied to the Purchase Price at Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

B) Closing Conditions to be Satisfied Prior to Closing. After the expiration of the Inspection Period, Purchaser's obligation to close shall at all times be conditioned upon the following, unless waived by the non-obligated Party ("Closing Conditions"):

i) Seller delivering good and marketable fee simple title to the Property by warranty deed subject only to any Permitted Exception as hereinafter defined, and all other items required to be delivered to Purchaser in accordance with the provisions of the Paragraph entitled Conveyance of Title in this Agreement.

ii) The truth and accuracy in all material respects of Seller's warranties and representations in Paragraphs in this Agreement titled Seller's Representations and Warranties and Environmental, Health and Safety Matters at the time of this Agreement and as of the Closing Date, and the compliance by Seller with each and every covenant and agreement to be performed on its part in accordance with this Agreement.

iii) Seller promptly providing Purchaser with any written notices it receives with respect to the Property regarding violations at the Property, including without limitation, notices from any governmental agency.

iv) Should Seller fail to satisfy (or Purchaser fail to waive) any one or more of the contingencies set forth in these subparagraphs by the Closing Date (if permissible under the terms of this Agreement), then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon all of the Deposits shall be refunded to Purchaser except ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) of such Deposits which shall be paid to Seller in consideration of entering into this Agreement.

C) Closing Costs.

Purchaser shall be responsible for the payment of (i) all costs associated with Purchaser's due diligence, (ii) the premium for the issuance to Purchaser of a standard ALTA Owner's Policy of Title Insurance for the Property, (iii) the costs for preparation and update of the Survey(s), (iv) Purchaser's attorney's fees, (v) the recording fees on the Limited Warranty Deed (hereafter defined), and (vi) any escrow fee charged by the Escrow Agent.

Seller shall be responsible for the payment of (i) the costs to prepare the Limited Warranty Deed and all other documents necessary to perform Seller's agreements and obligations hereunder, (ii) its own attorney's fees, (iii) any assessments due prior to Closing with respect to the Property, (iv) all real estate transfer taxes, if any (v) the costs of recording any documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property.

7) Conveyance of Title.

A) Seller shall convey good and marketable fee simple title to the Property to Purchaser at Closing pursuant to one (1) joint or two (2) separate and recordable limited warranty deed(s) (in either case, the "Warranty Deed") duly executed, witnessed and authorized, free and clear of liens and encumbrances created by Seller and other Title Objections (as hereinafter defined) other than (i) Title Objections not cured by Seller and waived or deemed waived by Purchaser in writing, and (ii) any and all matters arising after the date hereof resulting from the acts or omissions of Purchaser ((i) and (ii) hereinafter collectively referred to as "Permitted Exceptions"). For purposes of this Paragraph, "good and marketable fee simple title" shall mean fee simple ownership which is marketable title as determined in accordance with the laws of the State of Georgia, as supplemented by the title standards of the State Bar of Georgia and shall exclude any preprinted standard title exceptions set forth in any title insurance commitment obtained by Purchaser. The legal descriptions to be incorporated into each Warranty Deed shall be based on the Surveys provided for in this Agreement. If the boundaries of the legal descriptions of the Property, as depicted on the Surveys, are not the same as the legal descriptions attached to this Agreement, Seller will, at Closing, execute and deliver to Purchaser a recordable and insurable Quitclaim Deed duly executed, witnessed and notarized containing a legal description of each parcel of the Properties prepared from the Surveys including the common boundaries.

B) Seller and Purchaser shall each deliver to the other at Closing such documents as may be reasonably required to evidence the authority of such Party for the execution and delivery of the documents to be delivered hereunder.

C) Seller and Purchaser shall execute and deliver to the other at Closing such additional documents as shall be reasonably required to consummate the transaction expressly contemplated in this Agreement, including without limitation, a settlement statement and form 1099. In addition, Seller shall deliver such affidavits as may be required to insure good and marketable fee simple title to the Property as required herein, withholding certificates, and a brokerage affidavit.

D) Seller shall deliver to Purchaser and Title Company at Closing an affidavit reasonably acceptable to Purchaser and Title Company stating that to the knowledge of the person making such affidavit (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property by Seller during the last one hundred (100) days immediately preceding Closing, or if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been or will be paid in full in the ordinary course of business; (ii) that Seller is not a "foreign person" as that term is defined in the I.R.C., Section 1445 (F) (3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including, but not limited to, Section 1445 thereof, or in the event any such withholdings are required, then Seller shall withhold such amounts from the Purchase Price as required by law; and (iii) no legal proceedings are pending or to Seller's knowledge threatened against Seller which could affect Seller's title to the Property or right or power of Seller to convey the Property to Purchaser in accordance with this Agreement.

E) Tax Abatement: Seller and Purchaser agree that the deed conveying title to Purchaser shall contain a covenant that prohibits obtaining a property tax abatement by whomever shall own it, or by transfer of title to any public entity.

F) Reconveyance Rights: The Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Lender's Request to the contrary.

8) Recapture and Reconveyance with respect to the Property

A) Recapture and Repurchase: Purchaser shall pay to Seller the Purchase Price for the Property, after adjustment for the prorations, if any, and application of the Deposits. If the conditions set forth below are not met, the Seller, in its sole discretion, shall be entitled to demand by written notice ("Recapture Notice") that the Purchaser reconvey the Property to Seller. Such repurchase shall occur on or before the ninetieth (90th) calendar day following the later of (i) the delivery of the Recapture Notice, or (ii) the date on which all governmental approvals and consents have been obtained by Seller such that Seller is ready, willing and able to repurchase the Property (such later date hereinafter the "Repurchase Date"). The Property shall be repurchased by the Seller at the Purchase Price set forth in this Agreement, with any and all improvements thereon, said improvements being considered as included in the Purchase Price set forth in Paragraph 2, and upon the same terms and conditions as contained herein, except that Seller shall not be entitled to any credit for the Deposits (this entire Paragraph being the "Reconveyance Rights").

B) Commencement Deadline: The Seller shall be entitled to demand the reconveyance of the Property to Seller upon the failure of development to commence on the Property (i.e. commencement of land disturbance) on or before the date which is twelve (12) months after the date of Closing (such date, as the same may be extended as provided for immediately herein below, the "Commencement Deadline"). Additionally, Purchaser must submit its development plan with its application for a land disturbance permit to the applicable governmental authorities prior to the Commencement Deadline. Seller shall make every reasonable good faith effort to allow such development to commence on or before the Commencement Deadline, and may, at Seller's sole discretion, grant to Purchaser an extension of the Commencement Deadline for an additional six (6) month period, as warranted under the circumstances for the extension, at no cost to Purchaser. However, any additional extension of the Commencement Deadline shall only be granted at Seller's sole discretion, and upon the payment of an amount equal to FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per day to Seller by Purchaser as consideration for said extension ("Liquidated Damages"), prior to sending the Recapture Notice to Purchaser. The Liquidated Damages Fee shall be non-refundable.

C) Project Completion Deadline: Once Purchaser commences construction, Purchaser shall diligently prosecute the Project to completion, subject to force majeure delays, and shall use commercially reasonable efforts to substantially complete (or cause the substantial completion of) the Project, no later than thirty (30) months after the issuance of the land disturbance permit ("Project Completion Deadline"). In the event Purchaser does not complete the Project by this date, then Seller may, at its option and in its sole discretion, exercise the Reconveyance Rights as outlined herein.

D) Right to Demand Reconveyance: Seller's right to demand reconveyance of the Property shall be Seller's sole and exclusive remedy for such a failure of development to begin by the Commencement Deadline or, in the event the Project is not completed by the Project Completion Deadline, Seller may, in its sole discretion, demand reconveyance of the Property. Except for limiting Seller's remedies in connection with the failure to commence or complete development of

the Property, the foregoing sentence shall not otherwise affect Seller's rights and remedies under this Agreement.

E) Waiver of Reconveyance Rights: In the event the commencement or completion of development on the Property shall be satisfied, or Seller's waives its Reconveyance Rights, Seller shall execute and record such instrument as Purchaser may reasonably request to evidence such satisfaction and/or waiver; provided, however, Seller's failure to do so shall not affect such satisfaction or waiver and in the event, Seller fails to do so Purchaser may unilaterally record an instrument evidencing such satisfaction or waiver.

Notwithstanding anything to the contrary contained herein, in the event Seller delivers a Recapture Notice but the development on the Property commences or is completed prior to the Repurchase Date, then the failure to timely commence or complete development shall be deemed cured and the Reconveyance Rights shall be waived, forever forfeited and of no further force and effect. In addition, and notwithstanding any other provision of this Paragraph, the Commencement Deadline and the Project Completion Deadline shall each be extended for force majeure, including, without limitation, war, strikes, fires, floods, acts of God, governmental restrictions or moratoria, or power failures.

F) Lender's Request/Performance Bond: In the event Purchaser's Lender requests ("Lender's Request") that the Reconveyance Rights be removed from the Agreement in order to approve its loan to Purchaser as evidenced by a letter to the Seller from either (i) Purchaser's Lender or (ii) Purchaser's attorney requesting said removal and stating that Purchaser's loan is approved subject to the removal of Seller's Reconveyance Rights, which removal shall also be subject to Purchaser maintaining a performance bond in full force and effect until the Project is completed, then in that event, Seller agrees, that, notwithstanding anything to the contrary, the Reconveyance Rights shall be unilaterally stricken from this Agreement upon receipt of such Lender's Request without the requirement of further approval by Seller.

In the event that Purchaser's financing covers the cost of the entire Project and the maintenance of a performance bond in full force and effect until the Project is completed is included as a condition of approval of said financing, Purchaser's obligation to maintain a performance bond in full force and effect as set forth herein shall be deemed satisfied.

Notwithstanding anything else to the contrary contained herein, the City of College Park shall not issue building permits for the Project until Purchaser provides proof that it has secured a performance bond for the Project in form and amount satisfactory to Seller to secure the faithful performance of this Agreement. The parties agree that performance means the construction of the Project as negotiated and agreed to among the parties (see Exhibit "B"). The failure of the commencement of the entire project or the failure of completion, as set out within thirty (30) months shall be cause to involve the recapture and reconveyance of the property by the Seller.

G) The provisions of this Paragraph shall survive the Closing. Further, the Reconveyance Rights contained in this Agreement shall be made a part of the limited warranty deed by which the Property is conveyed to the Purchaser, unless Seller receives a Lender's Request to the contrary.

H) In the event of a breach of this Paragraph by Purchaser that results in the Seller filing a lawsuit to enforce its terms, then in that event Seller shall be entitled to recover from Purchaser expenses of such litigation including attorneys' fees from Purchaser in an amount to be determined by the court where the lawsuit is filed.

9) Casualty and Condemnation.

In the event, at any time between the making of this Agreement and Closing, all or any material portion of the Property is condemned (or threatened to be condemned) by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) consummate the purchase of the Property and collect all proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the Parties hereto with no reduction in the Purchase Price.

In the event of a condemnation in which Purchaser does not elect to terminate this Agreement, then Seller shall on Closing pay any and all condemnation awards and compensation then received by Seller for the Property to Purchaser. In addition, Seller shall assign to Purchaser all rights and claims of Seller with respect to payment and compensation on account of such taking. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

Seller shall notify Purchaser immediately upon Seller's receiving notice of the occurrence or existence of any condemnation or threat of condemnation affecting the Property and, at the same time, shall provide Purchaser with such information with respect thereto as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) above in this Paragraph. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have fifteen (15) days after Purchaser receives such information from Seller within which to elect between such alternatives, and, accordingly, the Closing Date shall be postponed, if and to the extent necessary, to allow Purchaser such fifteen (15) day period in which to make the election under this Paragraph.

Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may, either at or prior to Closing, (i) terminate this Agreement, receive a refund of the Deposits, less ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), in which event neither Party shall have any further right or obligation hereunder, other than the obligations that expressly survive termination, or (ii) consummate the Closing, in which latter event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing and Purchaser shall receive a credit against the Purchase Price in an amount equal to Seller's deductible under its insurance policy.

10) Assignment. Purchaser may not assign Purchaser's rights or obligations under this Agreement without the prior written consent of Seller; provided, however, Purchaser shall have the right, without obtaining Seller's consent, to assign Purchaser's rights and obligations under this Agreement to (i) any parent, subsidiary or other entity owned or controlled by or in common ownership with Purchaser; and (ii) any entity affiliated with Purchaser in which (a) Purchaser owns a majority interest or (b) Purchaser controls ("Permitted Party"); provided, however, Purchaser shall provide prior notice of such assignment to Seller in writing. Provided further that Purchaser may make no more than two (2) assignments under this Paragraph without obtaining Seller's prior

written consent and provided further that no assignee of Purchaser may assign its rights and obligations under this Agreement to a third party without the prior written consent of the Seller.

11) Survival of Closing. All warranties and representations made herein by either Seller or Purchaser shall survive Closing for a period of one (1) year.

12) Seller's Representations and Warranties. Seller represents, warrants and covenants to Purchaser as of the date of this Agreement and as of the Closing Date that:

a) Seller is duly organized and validly exists as a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia.

b) Seller has complete and full authority to execute this Agreement and to convey to Purchaser title to the Property in accordance with this Agreement without the joinder or consent of any third party.

c) Seller is the owner in fee simple of the Property; provided, however, that with respect to the Property, this representation, warranty and covenant shall only apply as of the Closing Date.

d) Seller has not received any written notice of any possible future improvements that might create an assessment against any part of the Property.

e) Seller has no knowledge of nor has Seller received any written notice of any pending or threatened taking or condemnation of the Property or any portion thereof.

f) To the knowledge of Seller, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year). Seller shall notify Purchaser upon learning of any such assessments.

g) There are no leases or occupancy agreements currently affecting any portion of the Property.

h) Seller has not granted any right-of-first refusal or similar right with respect to the Property and, to the knowledge of Seller, no right-of-first refusal or similar agreement exists in connection with the Property.

i) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it. There is no action, suit, proceeding or investigation pending against Seller which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

j) Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller in writing anything which Seller believes to be a threat of any such action, litigation or proceeding.

k) Seller has not received actual, written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property.

l) Seller covenants and agrees with Purchaser that from and after the Effective Date and through the Closing (if this Agreement is not sooner terminated), Seller will (a) refrain from transferring the Property (or any portion thereof) or creating or allowing to be created on the Property any liens, judgment liens, easements, mortgages or other agreements (including, without limitation, leases or service agreements) which will survive Closing and affect or impact the Property; and (b) continue to operate, maintain and repair the Property in compliance with all applicable laws, rules, regulations, ordinances and covenants applicable thereto and in a manner consistent with Seller's current practices.

13) Environmental, Health And Safety Matters.

To its knowledge, Seller is not subject to any claim, obligation, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Laws or arising out of any act or omission of Seller, or Seller's employees, agents or representatives or arising out of the ownership, use, control or operation by Seller of any facility, site, area or property from which any Hazardous Materials were released into the environment (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air);

Seller has received no notice that the Property (or any portion thereof) is in violation of Environmental Laws;

Seller has no actual knowledge that the Property contains any asbestos, PCBs, underground storage tanks, open or closed pits, dumps or other containers on or under any such assets; and,

Seller has not imported any Hazardous Materials (as defined in this Agreement) onto the Property.

14) Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, sent via a nationally recognized overnight courier service, or on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address as the Parties may from time to time designate by notice in writing to the other Parties:

If to Seller:
College Park Business and Industrial Development Authority
College Park City Hall
3667 Main Street
College Park, Georgia 30337
Attn: Artie Jones, III, Executive Director

If to Purchaser:
BAMM Real Estate, LLC
90 Spruell Springs Rd
Atlanta, GA 30342
Attn: Michael Sunshine, President

With a copy to:
Daniel W. Lee, Esq.

With a copy to:

Freeman, Mathis & Gary, LP
100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339

15) Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

16) Surveys. The Purchaser, at the Purchaser's sole cost and expense, shall obtain from a Georgia Registered Land Surveyor, one or more legal Survey(s) showing the Property to be conveyed under this Agreement. Promptly upon receipt of said Survey, the Purchaser shall cause the Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre, and shall form the basis of the legal description to be used for the conveyance of the Property. In the event the Seller disagrees with a Survey, the Seller shall have the right, at the Seller's expense, to have a new survey of the Property (or of the one disputed) prepared. In the event the Purchaser does not accept the Seller's survey, the Purchaser's and the Seller's surveyors shall name a third surveyor to survey the Property (or the one disputed), and the cost thereof shall be divided equally between the Seller and the Purchaser.

17) Brokers. Seller and Purchaser each warrant and represent to the other that BRETT BUCHWALD of ACKERMAN & CO represents BIDA ("Seller's Broker") in negotiating this transaction. BIDA shall pay a commission of six percent (6%) of the Purchase Price to Seller's Broker and no other real estate commission or compensation shall be payable by either Party with respect to purchase and sale pursuant to this Agreement. Purchase and Seller shall indemnify and save harmless the other Party against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by reason of any breach of the payment or compensation by Purchase or Seller to their respective Broker.

18) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

19) Waiver. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. Notwithstanding anything to the contrary contained herein, each of the parties hereby, and only to the extent allowable by law, expressly waives any and all claims against the other arising out of any acts or omissions of the other.

20) Counterparts. This Agreement may be executed in several counterparts, each of which is deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

21) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

22) Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23) Entire Agreement. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties, supersedes all prior written or oral communications relating the subject matter hereof, and is binding upon Seller and Purchaser, their respective heirs, successors, legal representatives and assigns.

24) Exclusivity. During the term of this Agreement, Purchaser and Seller hereby acknowledge and agree that Seller shall not commence, undertake or continue any negotiations with any other party concerning the sale of the Property.

25) Date of Agreement. The "Effective Date" of this Agreement for all purposes shall be the Date of this Agreement as specified on the first page hereof. In the event that the expiration of any time period set forth in this Agreement falls on a Saturday, Sunday or legal holiday recognized by the state in which the Property are located, such date shall be automatically extended to the next applicable business day.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates written below.

SELLER:
College Park Business and Industrial Development Authority

By: _____
ELEANOR D. CORNELIUS, Chairlady
Date: _____

PURCHASER:
BAMM Real Estate, LLC

By: _____
MICHAEL SUNSHINE, President
Date: _____

ESCROW AGENT:
First American Title Insurance Company

By: _____
Printed: _____
Title: _____
Date: _____

EXHIBIT "A"
Property - Legal Description of the Property

[For Agreement purposes and until the completion of the ALTA Survey, the following list and the attached Legal Description(s) shall constitute the Property description - Upon completion of the ALTA Survey, the metes and bounds legal description of the Property will be substituted as the final Exhibit "A".]

Parcel No:	Street Address:
14 0161 0006 061 2	1865 COLUMBIA AVE
14 0161 0006 062 0	COLUMBIA AVE
14 0161 0006 063 8	COLUMBIA AVE
14 0161 0006 064 6	1897 COLUMBIA AVE

EXHIBIT "B"
Project

[For Agreement purposes and until the completion of the site plans for the development of the Project, the following shall constitute the Project description - Upon completion prior to the expiration of the Inspection Period, the site plans or full set of plans of the Project as the case may be will be substituted as the final Exhibit "B".]

Description:	Square Footage:
	_____
	_____
	_____

Exhibit "C"
Seller Deliverable Items

- The most recent title policy or title commitment on the property in the possession or control of Seller together with all related documents.
- The most recent ALTA survey and topographic study for the property and a copy of the construction blueprints, engineering plans and as-built drawings in the possession or control of Seller, if any.
- Legal description of the Property.
- Zoning Compliance Certificate for the Property and all zoning approvals (including variances and any pending applications).
- Declaration of covenants, conditions, restrictions, reservations and easements for the Property.
- Seller's third-party engineering, environmental reports (including but not limited to Phase I and Phase II reports, NFR letters, mold abatement reports and underground storage tank testing and closure reports), appraisals, soil tests, boring reports, foundation reports (logs of pilings), termite or radon studies.
- A true, correct and complete copy of each written service contract (together with amendments thereto, if any) and a true, correct and complete written summary of each oral service contract, together with copies of any and all other contracts and agreements relating to the operation, maintenance and repair of the Property.
- A list of all personal property, if any, owned by Seller, located at the Property, and used or useful in connection with its operation and maintenance.
- A list of all permits, partial certificates of occupancy, certificates of occupancy, warranties, government notices, special assessments, code violations and unexpired guaranties and copies of same in Seller's possession or control.
- A schedule of pending litigation, if any, affecting the property or Seller's ability to convey the Property.

EXHIBIT X

College Park and Fulton County Pro Forma

College Park, Fulton County, and Fulton County Board of Education Pro Forma

Fulton County Board of Education Pro Forma Bond Issuance Sources and Uses

City of College Park, Georgia
November 6, 2020
TAD Overview-Airport City

Assessed Value Rate	0.40
Base Year	2017
Base Year Fair Market Value	78,978,345
Base Year Assessed Value	31,591,338
Base Property Tax Revenues	719,272
2020 Assessed Value	38,279,338
College Park	12.619
Fulton County	10.149
Total Millage	**22.768**

Projects	Base Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Base Year Value	78,978,345	-	-	-	-	-	78,978,345
Current Improvements*	-	16,720,000	-	-	-	-	16,720,000
Office #1 (KW)	-	250,000	2,400,000	-	-	-	2,650,000
Office #2 (COLLAB)	-	-	220,000	1,980,000	-	-	2,200,000
Office #3 (BAMM)	-	-	437,500	-	12,000,000	-	12,437,500
Residential #2 (Six Point)	-	1,500,000	4,400,000	4,400,000	4,400,000	-	14,700,000
Hotel/Restaurant	-	-	40,000,000	-	-	-	40,000,000
Hotel/Restaurant Land	-	3,600,000	-	-	-	-	3,600,000
Apartments	-	-	42,640,000	-	-	-	42,640,000
Single Family Homes	-	-	7,954,000	7,954,000	7,954,000	7,954,000	31,816,000
Townhomes	-	-	8,056,000	8,056,000	8,056,000	8,056,000	32,224,000
Total Improvements	78,978,345	22,070,000	106,107,500	22,390,000	32,410,000	16,010,000	277,965,845
Growth Rate	0.00%						

REAL PROPERTY

	Real Property Value	Real Property Assessed Value	Total Taxes	Base Property Tax Revenues	Increment
Base Year	78,978,345	31,591,338	719,272	719,272	
Year 1	101,048,345	40,419,338	920,267	719,272	200,996
Year 2	207,155,845	82,862,338	1,886,610	719,272	1,167,338
Year 3	229,545,845	91,818,338	2,090,520	719,272	1,371,248
Year 4	261,955,845	104,782,338	2,385,684	719,272	1,666,413
Year 5	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 6	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 7	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 8	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 9	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 10	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 11	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 12	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 13	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 14	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 15	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 16	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 17	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 18	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 19	277,965,845	111,186,338	2,531,491	719,272	1,812,219
Year 20	277,965,845	111,186,338	2,531,491	719,272	1,812,219
			47,786,930		33,401,498

* Current improvements based on increase of M&O AV from 2017 - 2020.

City of College Park, Georgia
November 6, 2020
TAD Overview-Airport City

Assessed Value Rate	0.40
Base Year	2017
Base Year Fair Market Value	78,978,345
Base Year Assessed Value	31,591,338
Base Property Tax Revenues	1,305,165
2020 Assessed Value	38,279,338
College Park	12.619
Fulton County	10.149
Fulton County Schools	18.546
Total Millage	41.314

Projects	Base Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Base Year Value	78,978,345	-	-	-	-	-	78,978,345
Current Improvements*	-	16,720,000	-	-	-	-	16,720,000
Office #1 (KW)	-	250,000	2,400,000	-	-	-	2,650,000
Office #2 (COLLAB)	-	-	220,000	1,980,000	-	-	2,200,000
Office #3 (BAMM)	-	-	437,500	-	12,000,000	-	12,437,500
Residential #2 (Six Point)	-	1,500,000	4,400,000	4,400,000	4,400,000	-	14,700,000
Hotel/Restaurant	-	-	40,000,000	-	-	-	40,000,000
Hotel/Restaurant Land	-	3,600,000	-	-	-	-	3,600,000
Apartments	-	-	42,640,000	-	-	-	42,640,000
Single Family Homes	-	-	7,954,000	7,954,000	7,954,000	7,954,000	31,816,000
Townhomes	-	-	8,056,000	8,056,000	8,056,000	8,056,000	32,224,000
Total Improvements	78,978,345	22,070,000	106,107,500	22,390,000	32,410,000	16,010,000	277,965,845
Growth Rate	0.00%						

	REAL PROPERTY				
	Real Property Value	Real Property Assessed Value	Total Taxes	Base Property Tax Revenues	Increment
Base Year	78,978,345	31,591,338	1,305,165	1,305,165	
Year 1	101,048,345	40,419,338	1,669,885	1,305,165	364,720
Year 2	207,155,845	82,862,338	3,423,375	1,305,165	2,118,210
Year 3	229,545,845	91,818,338	3,793,383	1,305,165	2,488,218
Year 4	261,955,845	104,782,338	4,328,978	1,305,165	3,023,813
Year 5	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 6	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 7	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 8	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 9	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 10	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 11	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 12	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 13	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 14	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 15	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 16	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 17	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 18	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 19	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
Year 20	277,965,845	111,186,338	4,593,552	1,305,165	3,288,388
			86,712,457		60,609,167

* Current Improvements based on increase of M&O AV from 2017 - 2020.

City of College Park, Georgia
November 6, 2020
TAD Overview-Airport City

Assessed Value Rate	0.40
Base Year	2017
Base Year Fair Market Value	78,978,345
Base Year Assessed Value	31,591,338
Base Property Tax Revenues	585,893
2020 Assessed Value	38,279,338
Fulton County Schools	18.546
Total Millage	**18.546**

Projects	Base Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Base Year Value	78,978,345	-	-	-	-	-	78,978,345
Current Improvements*	-	16,720,000	-	-	-	-	16,720,000
Office #1 (KW)	-	250,000	2,400,000	-	-	-	2,650,000
Office #2 (COLLAB)	-	-	220,000	1,980,000	-	-	2,200,000
Office #3 (BAMM)	-	-	437,500	-	12,000,000	-	12,437,500
Residential #2 (Six Point)	-	1,500,000	4,400,000	4,400,000	4,400,000	-	14,700,000
Hotel/Restaurant	-	-	40,000,000	-	-	-	40,000,000
Hotel/Restaurant Land	-	3,600,000	-	-	-	-	3,600,000
Apartments	-	-	42,640,000	-	-	-	42,640,000
Single Family Homes	-	-	7,954,000	7,954,000	7,954,000	7,954,000	31,816,000
Townhomes	-	-	8,056,000	8,056,000	8,056,000	8,056,000	32,224,000
Total Improvements	78,978,345	22,070,000	106,107,500	22,390,000	32,410,000	16,010,000	277,965,845
Growth Rate	0.00%						

	REAL PROPERTY				
	Real Property Value	Real Property Assessed Value	Total Taxes	Base Property Tax Revenues	Increment
Base Year	78,978,345	31,591,338	585,893	585,893	
Year 1	101,048,345	40,419,338	749,617	585,893	163,724
Year 2	207,155,845	82,862,338	1,536,765	585,893	950,872
Year 3	229,545,845	91,818,338	1,702,863	585,893	1,116,970
Year 4	261,955,845	104,782,338	1,943,293	585,893	1,357,400
Year 5	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 6	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 7	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 8	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 9	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 10	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 11	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 12	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 13	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 14	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 15	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 16	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 17	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 18	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 19	277,965,845	111,186,338	2,062,062	585,893	1,476,169
Year 20	277,965,845	111,186,338	2,062,062	585,893	1,476,169
			38,925,527		27,207,668

* Current Improvements based on increase of M&O AV from 2017 - 2020.

SOURCES AND USES OF FUNDS

City of College Park, Georgia
Tax Allocation Bonds, Series 2020 (Taxable)
Market Rates as of November 10, 2020
Assumes 20-Year Final Term, 24-Months Capitalized Interest
Level Debt Service
Preliminary, for Discussion Purposes Only

Sources:	
Bond Proceeds:	
Par Amount	30,400,000.00
	30,400,000.00
Uses:	
Project Fund Deposits:	
Project Fund	27,356,399.00
Other Fund Deposits:	
Capitalized Interest through December 1, 2022	2,128,000.00
Delivery Date Expenses:	
Cost of Issuance	912,000.00
Other Uses of Funds:	
Additional Proceeds	3,601.00
	30,400,000.00

BOND SUMMARY STATISTICS

City of College Park, Georgia
Tax Allocation Bonds, Series 2020 (Taxable)
Market Rates as of November 10, 2020
Assumes 20-Year Final Term, 24-Months Capitalized Interest
Level Debt Service
Preliminary, for Discussion Purposes Only

Dated Date	12/01/2020
Delivery Date	12/01/2020
Last Maturity	12/01/2040
Arbitrage Yield	3.500000%
True Interest Cost (TIC)	3.500000%
Net Interest Cost (NIC)	3.500000%
All-In TIC	3.815695%
Average Coupon	3.500000%
Average Life (years)	12.419
Weighted Average Maturity (years)	12.419
Par Amount	30,400,000.00
Bond Proceeds	30,400,000.00
Total Interest	13,213,900.00
Net Interest	13,213,900.00
Total Debt Service	43,613,900.00
Maximum Annual Debt Service	2,306,275.00
Average Annual Debt Service	2,180,695.00
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2040	30,400,000.00	100.000	3.500%	12.419	43,472.00
	30,400,000.00			12.419	43,472.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	30,400,000.00	30,400,000.00	30,400,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(912,000.00)	
- Other Amounts			
Target Value	30,400,000.00	29,488,000.00	30,400,000.00
Target Date	12/01/2020	12/01/2020	12/01/2020
Yield	3.500000%	3.815695%	3.500000%

BOND DEBT SERVICE

City of College Park, Georgia
Tax Allocation Bonds, Series 2020 (Taxable)
Market Rates as of November 10, 2020
Assumes 20-Year Final Term, 24-Months Capitalized Interest
Level Debt Service
Preliminary, for Discussion Purposes Only

Dated Date	12/01/2020
Delivery Date	12/01/2020

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2021			1,064,000	1,064,000
12/01/2022			1,064,000	1,064,000
12/01/2023	1,240,000	3.500%	1,064,000	2,304,000
12/01/2024	1,285,000	3.500%	1,020,600	2,305,600
12/01/2025	1,330,000	3.500%	975,625	2,305,625
12/01/2026	1,375,000	3.500%	929,075	2,304,075
12/01/2027	1,425,000	3.500%	880,950	2,305,950
12/01/2028	1,475,000	3.500%	831,075	2,306,075
12/01/2029	1,525,000	3.500%	779,450	2,304,450
12/01/2030	1,580,000	3.500%	726,075	2,306,075
12/01/2031	1,635,000	3.500%	670,775	2,305,775
12/01/2032	1,690,000	3.500%	613,550	2,303,550
12/01/2033	1,750,000	3.500%	554,400	2,304,400
12/01/2034	1,810,000	3.500%	493,150	2,303,150
12/01/2035	1,875,000	3.500%	429,800	2,304,800
12/01/2036	1,940,000	3.500%	364,175	2,304,175
12/01/2037	2,010,000	3.500%	296,275	2,306,275
12/01/2038	2,080,000	3.500%	225,925	2,305,925
12/01/2039	2,150,000	3.500%	153,125	2,303,125
12/01/2040	2,225,000	3.500%	77,875	2,302,875
	30,400,000		13,213,900	43,613,900

NET DEBT SERVICE

City of College Park, Georgia
Tax Allocation Bonds, Series 2020 (Taxable)
Market Rates as of November 10, 2020
Assumes 20-Year Final Term, 24-Months Capitalized Interest
Level Debt Service
Preliminary, for Discussion Purposes Only

Period Ending	Total Debt Service	Capitalized Interest through December 1, 2022	Net Debt Service
12/01/2021	1,064,000	1,064,000	
12/01/2022	1,064,000	1,064,000	
12/01/2023	2,304,000		2,304,000
12/01/2024	2,305,600		2,305,600
12/01/2025	2,305,625		2,305,625
12/01/2026	2,304,075		2,304,075
12/01/2027	2,305,950		2,305,950
12/01/2028	2,306,075		2,306,075
12/01/2029	2,304,450		2,304,450
12/01/2030	2,306,075		2,306,075
12/01/2031	2,305,775		2,305,775
12/01/2032	2,303,550		2,303,550
12/01/2033	2,304,400		2,304,400
12/01/2034	2,303,150		2,303,150
12/01/2035	2,304,800		2,304,800
12/01/2036	2,304,175		2,304,175
12/01/2037	2,306,275		2,306,275
12/01/2038	2,305,925		2,305,925
12/01/2039	2,303,125		2,303,125
12/01/2040	2,302,875		2,302,875
	43,613,900	2,128,000	41,485,900

BOND SOLUTION

City of College Park, Georgia
Tax Allocation Bonds, Series 2020 (Taxable)
Market Rates as of November 10, 2020
Assumes 20-Year Final Term, 24-Months Capitalized Interest
Level Debt Service
Preliminary, for Discussion Purposes Only

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2021		1,064,000	1,064,000		(1,064,000)	
12/01/2022		1,064,000	1,064,000		(1,064,000)	
12/01/2023	1,240,000	2,304,000	2,304,000	3,583,523	1,279,523	155.53485%
12/01/2024	1,285,000	2,305,600	2,305,600	3,583,523	1,277,923	155.42692%
12/01/2025	1,330,000	2,305,625	2,305,625	3,583,523	1,277,898	155.42523%
12/01/2026	1,375,000	2,304,075	2,304,075	3,583,523	1,279,448	155.52979%
12/01/2027	1,425,000	2,305,950	2,305,950	3,583,523	1,277,573	155.40333%
12/01/2028	1,475,000	2,306,075	2,306,075	3,583,523	1,277,448	155.39490%
12/01/2029	1,525,000	2,304,450	2,304,450	3,583,523	1,279,073	155.50448%
12/01/2030	1,580,000	2,306,075	2,306,075	3,583,523	1,277,448	155.39490%
12/01/2031	1,635,000	2,305,775	2,305,775	3,583,523	1,277,748	155.41512%
12/01/2032	1,690,000	2,303,550	2,303,550	3,583,523	1,279,973	155.56524%
12/01/2033	1,750,000	2,304,400	2,304,400	3,583,523	1,279,123	155.50785%
12/01/2034	1,810,000	2,303,150	2,303,150	3,583,523	1,280,373	155.59225%
12/01/2035	1,875,000	2,304,800	2,304,800	3,583,523	1,278,723	155.48087%
12/01/2036	1,940,000	2,304,175	2,304,175	3,583,523	1,279,348	155.52304%
12/01/2037	2,010,000	2,306,275	2,306,275	3,583,523	1,277,248	155.38143%
12/01/2038	2,080,000	2,305,925	2,305,925	3,583,523	1,277,598	155.40501%
12/01/2039	2,150,000	2,303,125	2,303,125	3,583,523	1,280,398	155.59394%
12/01/2040	2,225,000	2,302,875	2,302,875	3,583,523	1,280,648	155.61083%
	30,400,000	43,613,900	43,613,900	64,503,414	20,889,514	

EXHIBIT XI

Construction Costing

Estimate for

Rhodes Street, Columbia Street, & Landing Park

PALACIO COLLABORATIVE

Six West (Airport City)
College Park, Georgia

Phase: Cost Model
Date: 07-06-2020
Rev Date:

GROUP		DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
PHASE ONE DETAILED ESTIMATE						
		Sub Headings are color coded by district to coordinate with the summary				
		Camp Creek District				
		Office District				
		Retail District				
		Incremental District				
		Golf course and Entertainment District				
	OPEN SPACE					**$36,645,784**
		Cultural Center	81,889	SF	350.00	**$28,661,150**
	01	Exhibition / Museum, 2-Floors	28,102	SF	*Included*	
	02	Lobby, Double Height	6,150	SF	*Included*	
	03	Event Space	3,906	SF	*Included*	
	04	Theater	35,919	SF	*Included*	
	05	Circulation	7,812	SF	*Included*	
	06	Triple Glazed Curtainwall and Sound Control Premium				
		6 Acre Greenspace Grading & Infrastructure Only	261,000	SF		**$4,523,461** *
	01	Site Clearing	6	ACRES	10,000.00	60,000
	02	Miscellaneous Site Demolition Allowance	1	LS	15,000.00	15,000
	03	Grading - Cut & Redistribute	10,000	CY	12.00	120,000
	04	Grading - Undesireable Soil Mitigation Allowance	2,500	CY	20.00	50,000
	05	Erosion Control	1	LS	35,000.00	35,000
	06	Excavation for Storm Piping & Infiltration Area	4,594	CY	15.00	68,917
	07	Water / Sewer Utilites	300	LF	225.00	67,500
	08	Meter, Fire	1	EACH	16,000.00	16,000
	09	Meter, Domestic Water	1	EACH	38,000.00	38,000
	10	Meter, Irrigation	1	EACH	2,600.00	2,600
	11	Storm Water Management & Piping Allowance	1	LS	350,000.00	350,000
	12	Storm Drainage, Infiltration System				
	13	Excavation	23,000	CY	12.00	276,000
	14	U/G Infiltration Chambers	350,000	CF	8.00	2,800,000
	15	Gravel	6,000	CY	45.00	270,000
	16	Haul-Off Excess Dirt from Infiltration Area	18,963	CY	15.00	284,444
	17	Outlet Control Structure	1	LS	15,000.00	15,000
	18	Retaining Walls / Seat Walls Allowance	200	LF	275.00	55,000
	19	Electrical Service, Provided by GA Power	0	LS	0.00	0
	20	Lighting - Included in Various Zones Below	0	LS	0.00	0
	21	Furnishings - Included in Various Zones Below	0	LS	0.00	0
	22	Landscaping - Included in Various Zones Below	0	LS	0.00	0
	23	Hardscaping - Included in Various Zones Below	0	LS	0.00	0
	24	Irrigation - Included in Various Zones Below	0	LS	0.00	0
	25	Signage/Wayfinding - Included in Various Zones Below	0	LS	0.00	0

Landing Park

PALACIO COLLABORATIVE

Six West (Airport City)
College Park, Georgia

Phase: Cost Model
Date: 07-06-2020
Rev Date:

GROUP		DESCRIPTION		QUANTITY	UNIT	PRICE	TOTAL
		Food Truck Plaza		15,000	SF		$227,013
	01	Food Truck Motor Court - Heavy Duty Concrete Paving	65%	9,750	SF	9.25	90,188
	02	Concrete Pavers	20%	3,000	SF	18.00	54,000
	03	Gravel / Mulch	15%	2,250	SF	3.50	7,875
	04	Furnishings - Benches / Tables Allowance		1	LS	15,000.00	15,000
	05	Trash / Recycling Receptacles		6	EACH	3,500.00	21,000
	06	Bike Racks		3	EACH	1,250.00	3,750
	07	Electrical Service & Panel		1	LS	2,500.00	2,500
	08	Electrical - Light Poles, 8' Pedestrian Fixtures		4	EA	3,800.00	15,200
	09	Electrical - A/V / Security Rough-in & CCTV Camera Allowance		1	LS	10,000.00	10,000
	20	Signage / Wayfinding Allowance		1	LS	7,500.00	7,500
		Fitness Zone		9,500	SF		$116,263
	01	Hardscape Allowance, Sidewalks	30%	2,850	SF	6.00	17,100
	02	Hardscape Allowance, Pavers	15%	1,425	SF	18.00	25,650
	03	Landscape Allowance, Sod and Grasses	35%	3,325	SF	1.50	4,988
	04	Landscape Allowance, Ground Cover	20%	1,900	SF	4.00	7,600
	05	Landscape Allowance, Trees		10	EACH	1,200.00	12,000
	05	Landscape Irrigation Allowance		5,225	SF	1.00	5,225
	06	Trash / Recycling Receptacles		1	EACH	3,500.00	3,500
	07	Bike Racks		2	EACH	1,250.00	2,500
	08	Electrical Service & Panel		1	LS	2,500.00	2,500
	09	Electrical - Light Poles, 8' Pedestrian Fixtures		4	EA	3,800.00	15,200
	10	Electrical - A/V / Security Rough-in & CCTV Camera Allowance		1	LS	15,000.00	15,000
	20	Signage / Wayfinding Allowance		1	LS	5,000.00	5,000
		Grand Lawn on Top of Stormwater Infiltration Basin		49,000	SF		$592,450 *
	01	Hardscape Allowance, Sidewalks	10%	4,900	SF	6.00	29,400
	02	Hardscape Allowance, Pavers @ Plaza	15%	7,350	SF	18.00	132,300
	03	Landscape Allowance, Sod and Grasses	50%	24,500	SF	1.50	36,750
	04	Landscape Allowance, Ground Cover	20%	9,800	SF	4.00	39,200
	05	Landscape Allowance, Trees		50	EACH	1,000.00	50,000
	05	Landscape Irrigation Allowance		34,300	SF	1.00	34,300
	06	Special Feature Allowance		1	LS	100,000.00	100,000
	07	Furnishings - Benches / Tables Allowance		1	LS	20,000.00	20,000
	08	Furnishings - Bike Racks		10	EACH	1,200.00	12,000
	09	Electrical Service & Panel		1	LS	2,500.00	2,500
	10	Electrical - Light Poles, 8' Pedestrian Fixtures		20	EA	3,800.00	76,000
	11	Electrical - Accent Lighting Allowance		1	LS	25,000.00	25,000
	12	Electrical - A/V / Security Rough-in & CCTV Camera Allowance		1	LS	20,000.00	20,000
	20	Signage / Wayfinding Allowance		1	LS	15,000.00	15,000
		Splash Park		5,300	SF		$525,160
	01	Decorative Paving	80%	4,240	SF	12.00	50,880
	02	Concrete Pavers	20%	1,060	SF	18.00	19,080
	03	Domestic Water Supply		200	LF	90.00	18,000
	04	Backflow Preventer and Meter Allowance		1	LS	10,000.00	10,000
	05	Plumbing - Water and Drainage		5,300	SF	10.00	53,000
	06	Slash Park Equipment Allowance		1	LS	300,000.00	300,000
	07	Trash / Recycling Receptacles		4	EACH	3,500.00	14,000
	08	Bike Racks		2	EACH	1,250.00	2,500

Landing Park

PALACIO COLLABORATIVE

Six West (Airport City)
College Park, Georgia

Phase: Cost Model
Date: 07-06-2020
Rev Date:

GROUP		DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
		PRIMARY STREETS				**$24,746,034**
		Rhodes Street	3,080	LF		**$5,010,604**
	01	Demolition - Remove and Dispose of Existing Roadway Paving	10,267	SY	7.00	71,867
	02	Grading - Cut & Redistribute	9,000	CY	12.00	108,000
	03	Grading - Fine Grading	226,240	SF	0.35	79,184
	04	Grading - Undesireable Soil Mitigation Allowance	2,250	CY	20.00	45,000
	05	Sidewalks,10' Wide	61,600	SF	6.00	369,600
	06	Bike Lanes, Asphalt, 6' Wide	4,107	SY	48.00	197,120
	07	Roadway Paving, Vehicular Drive Lanes	25,044	SY	48.00	1,202,133
	08	Roadway Paving, Parallel Parking Lane	0	SY	0.00	0
	09	Curb & Gutter, Concrete	7,980	LF	15.00	119,700
	10	Landscape Strip Allowance, Sod and Ground Cover, 6' wide	47,880	SF	3.00	143,640
	11	Landscape Allowance, Trees, 4" Cal @ 35' OC	228	EACH	1,400.00	319,200
	12	Landscape Allowance, Import Topsoil, 6" Deep	900	CY	40.00	36,000
	05	Landscape Irrigation Allowance	47,880	SF	1.00	47,880
	14	Telecom Conduit	6,160	LF	18.00	110,880
	15	New Water Utility, 12" DIP	3,080	LF	130.00	400,400
	16	Electrical - Light Poles, 8' Pedestrian Fixtures, 35' OC	176	EACH	3,500.00	616,000
	17	Electrical - Light Poles, 25' Street Fixtures, 35' OC	176	EACH	6,500.00	1,144,000
	18	New Bridge, See Alternates	0	LS	0.00	0
		Columbia Avenue (Incremental District)	1,430	LF		**$3,405,523**
	01	Demolition - Remove and Dispose of Existing Roadway Paving	4,767	SY	7.00	33,367
	02	Grading - Cut & Redistribute	6,000	CY	12.00	72,000
	03	Grading - Fine Grading	151,580	SF	0.35	53,053
	04	Grading - Undesireable Soil Mitigation Allowance	1,200	CY	20.00	24,000
	05	Sidewalks,10' Wide	42,900	SF	6.00	257,400
	06	Bike Lanes, Asphalt, 6' Wide	1,907	SY	48.00	91,520
	07	Roadway Paving, Vehicular Drive Lanes	2,800	SY	48.00	134,400
	08	Decorative Roadway Pavers @ Covered Retail	32,000	SF	22.00	704,000
	09	Roadway Paving, Parallel Parking Lane	0	SY	0.00	0
	10	Curb & Gutter, Concrete	5,720	LF	15.00	85,800
	11	Landscape Strip Allowance, Sod and Ground Cover, 6' wide	34,320	SF	3.00	102,960
	12	Landscape Allowance, Trees, 4" Cal @ 35' OC	163	EACH	1,400.00	228,800
	13	Landscape Allowance, Import Topsoil, 6" Deep	700	CY	40.00	28,000
	05	Landscape Irrigation Allowance	34,320	SF	1.00	34,320
	14	Electrical Conduit Allowance	5,720	LF	18.00	102,960
	15	Telecom Conduit	2,860	LF	18.00	51,480
	16	Telecom Conduit, 4" @ Each Intersection (4 Sleeves Included)	4,480	LF	24.00	107,520
	17	Telecom Pullbox	32	EA	650.00	20,800
	18	Electrical - Light Poles, 8' Pedestrian Fixtures, 35' OC	163	EA	3,500.00	572,000
	19	Electrical - Light Poles, 25' Street Fixtures, 35' OC	82	EA	6,500.00	531,143
	20	New Water Utility, 12" DIP	1,100	LF	130.00	143,000
	21	Storm Water - Curb Inlets	2	EACH	3,500.00	7,000
	22	Storm Water - Rework Piping Allowance	1	LOC	20,000.00	20,000
	23	Canopy @ Retail Plaza - See Alternates	0	LS	0.00	0

RHODES STREET

PALACIO COLLABORATIVE

Six West (Airport City)
College Park, Georgia

Phase: Cost Model
Date: 07-06-2020
Rev Date:

GROUP		DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
		Columbia Avenue (Retail District)	2,021	LF		$4,577,751
	01	Demolition - Remove and Dispose of Existing Roadway Paving	6,737	SY	7.00	47,157
	02	Grading - Cut & Redistribute	8,000	CY	12.00	96,000
	03	Grading - Fine Grading	214,226	SF	0.35	74,979
	04	Grading - Undesireable Soil Mitigation Allowance	1,600	CY	20.00	32,000
	05	Sidewalks,10' Wide	60,630	SF	6.00	363,780
	06	Bike Lanes, Asphalt, 6' Wide	2,695	SY	48.00	129,344
	07	Roadway Paving, Vehicular Drive Lanes	5,427	SY	48.00	260,480
	08	Decorative Roadway Pavers @ Covered Retail	32,000	SF	22.00	704,000
	09	Roadway Paving, Parallel Parking Lane	0	SY	0.00	0
	10	Curb & Gutter, Concrete	8,084	LF	15.00	121,260
	11	Landscape Strip Allowance, Sod and Ground Cover, 6' wide	48,504	SF	3.00	145,512
	12	Landscape Allowance, Trees, 4" Cal @ 35' OC	231	EACH	1,400.00	323,360
	13	Landscape Allowance, Import Topsoil, 6" Deep	900	CY	40.00	36,000
	05	Landscape Irrigation Allowance	48,504	SF	1.00	48,504
	14	Electrical Conduit Allowance	8,084	LF	18.00	145,512
	15	Telecom Conduit	4,042	LF	18.00	72,756
	16	Telecom Conduit, 4" @ Each Intersection (4 Sleeves Included)	4,480	LF	24.00	107,520
	17	Telecom Pullbox	32	EA	650.00	20,800
	18	Electrical - Light Poles, 8' Pedestrian Fixtures, 35' OC	231	EA	3,500.00	808,400
	19	Electrical - Light Poles, 25' Street Fixtures, 35' OC	115	EA	6,500.00	750,657
	20	New Water Utility, 12" DIP	2,021	LF	130.00	262,730
	21	Storm Water - Curb Inlets	2	EACH	3,500.00	7,000
	22	Storm Water - Rework Piping Allowance	1	LOC	20,000.00	20,000
	23	Canopy @ Retail Plaza - See Alternates	0	LS	0.00	0
		Columbia Avenue / Fairway Street (Office District)	5,133	LF		$9,910,484
	01	Demolition - Remove and Dispose of Existing Roadway Paving	17,110	SY	7.00	119,770
	02	Grading - Cut & Redistribute	21,000	CY	12.00	252,000
	03	Grading - Fine Grading	544,098	SF	0.35	190,434
	04	Grading - Undesireable Soil Mitigation Allowance	4,200	CY	20.00	84,000
	05	Sidewalks,10' Wide	153,990	SF	6.00	923,940
	06	Bike Lanes, Asphalt, 6' Wide	6,844	SY	48.00	328,512
	07	Roadway Paving, Vehicular Drive Lanes	19,258	SY	48.00	924,373
	08	Decorative Roadway Pavers @ Covered Retail	32,000	SF	22.00	704,000
	09	Roadway Paving, Parallel Parking Lane	0	SY	0.00	0
	10	Curb & Gutter, Concrete	20,532	LF	15.00	307,980
	11	Landscape Strip Allowance, Sod and Ground Cover, 6' wide	123,192	SF	3.00	369,576
	12	Landscape Allowance, Trees, 4" Cal @ 35' OC	587	EACH	1,400.00	821,280
	13	Landscape Allowance, Import Topsoil, 6" Deep	2,300	CY	40.00	92,000
	05	Landscape Irrigation Allowance	123,192	SF	1.00	123,192
	14	Electrical Conduit Allowance	20,532	LF	18.00	369,576
	15	Telecom Conduit	10,266	LF	18.00	184,788
	16	Telecom Conduit, 4" @ Each Intersection (4 Sleeves Included)	4,480	LF	24.00	107,520
	17	Telecom Pullbox	32	EA	650.00	20,800
	18	Electrical - Light Poles, 8' Pedestrian Fixtures, 35' OC	587	EA	3,500.00	2,053,200
	19	Electrical - Light Poles, 25' Street Fixtures, 35' OC	293	EA	6,500.00	1,906,543
	20	Storm Water - Curb Inlets	2	EACH	3,500.00	7,000
	21	Storm Water - Rework Piping Allowance	1	LOC	20,000.00	20,000
	22	Canopy @ Retail Plaza - See Alternates	0	LS	0.00	0

Columbia Street

EXHIBIT XII

Properties to Acquire from

FULTON COUNTY BOARD OF EDUCATION

- **720 West John Wesley Ave – 14 0192 LL0224**
  9.23acres
- **0 Redwine Ave – 019200010149**
  .1837 acres

Property Profile for 720 WEST JOHN WESLEY AVE

Property Tax Information

Tax Year	2021
Parcel ID	14 0192 LL0224
Property Address	720 WEST JOHN WESLEY AVE
Owner	FULTON COUNTY BOARD OF EDUCATION
Mailing Address	786 CLEVELAND AVE SW ATLANTA GA 30315
Total Appraisal	$1,088,400
Improvement Appraisal	$958,900
Land Appraisal	$129,500
Assessment	not available
Tax District	15Z
Land Area	9.23 ac
Property Class	Exempt - Schools
Land Use Class	Vacant Exempt Land
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	College Park
Commission District	6
Commission Person	Joe Carn
Council District	District 2
Council Person	Derrick Taylor
Voting Precinct	CP04B
Poll Location	College Park Auditorium, 3631 Main Street
Congressional District	005
State Senate District	036
State House District	060

School Zones

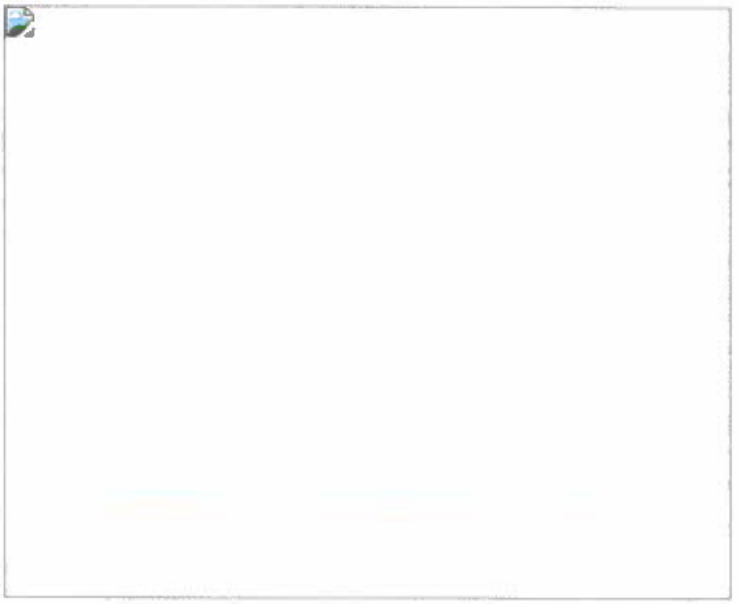
Elementary School	College Park
Middle School	Woodland
High School	Banneker

Other Information

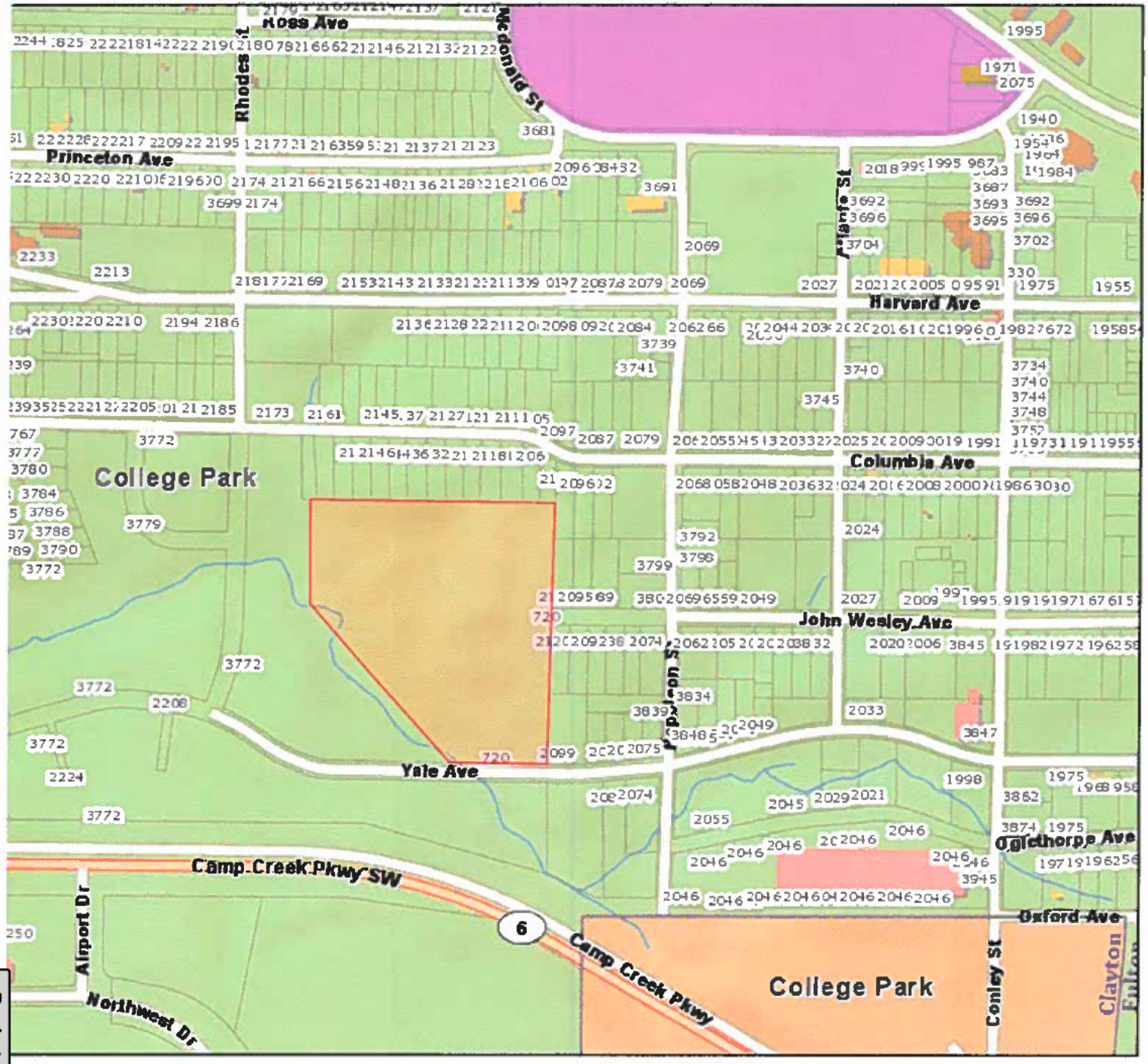
Zip Code	30337
Census Tract	106.03
In Less Developed Census Tract	Yes

Aerial View

Property Map



Vicinity Map



Parcel ID # 14 0192 LL0224

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FULTON

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Summary

Parcel Number	14 0192 LL0224
Location Address	720 WEST JOHN WESLEY AVE COLLEGE PARK
Legal Description	
Property Class	E6 - Exempt - Schools
Neighborhood	1452
Tax District	15Z
Zoning	R5
Acres	9.23
Homestead Exemptions	N

View Map

Owner

Fulton County Board Of Education
786 CLEVELAND AVE SW
ATLANTA GA 30315

Owner Info Last Updated 2/16/2020

Land

Description	Land Type	Land Code	Square Feet	Acres	Price
HOMESITE	A	1	402,059	9.230	129,510

Total Acres:
9.2300
Total Land-Value:
129,510

Sales

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Qualification	Sales Validity	Grantee	Grantor	Recording
9/7/1979	$0		49436	0082	Unqualified	Sale < = 1000	FULTON COUNTY BOARD OF EDUCATION	GA EDUCATION AUTHORITY	49436 0082

Valuation

		2020	2019	2018	2017	2016	2015
	LUC	600	600	600	600	600	600
	Class	E6	E6	E6	E6	E6	E6
+	Land Value	$129,500	$127,200	$124,300	$119,500	$119,500	$119,500
+	Building Value	$958,900	$958,900	$958,900	$958,900	$958,900	$958,900
=	Total Value	$1,088,400	$1,086,100	$1,083,200	$1,078,400	$1,078,400	$1,078,400
	Assessed Value	$0	$0	$0	$0	$0	$0

No data available for the following modules: Residential Improvement Information, Commercial Improvement Information, Accessory Information, 2018 Assessment Notice, Sketches.

The Fulton County 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. The assessment information is from the last certified tax roll. All other data is subject to change.
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Last Data Upload: 11/9/2020, 4:28:56 AM

Version 2.3.93

Property Profile for 0 REDWINE AVE

Property Tax Information

Tax Year	2021
Parcel ID	14 019200010149
Property Address	0 REDWINE AVE
Owner	FULTON COUNTY BOARD OF EDUCATION
Mailing Address	786 CLEVELAND AVE ATLANTA GA 30315
Total Appraisal	$700
Improvement Appraisal	not available
Land Appraisal	$700
Assessment	not available
Tax District	15Z
Land Area	0.1837 ac
Property Class	Exempt - Schools
Land Use Class	Vacant Exempt Land
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	College Park
Commission District	6
Commission Person	Joe Carn
Council District	District 1
Council Person	Ambrose Clay
Voting Precinct	CP012
Poll Location	College Park Auditorium, 3631 Main Street
Congressional District	005
State Senate District	036
State House District	062

School Zones

Elementary School	College Park
Middle School	Woodland
High School	Banneker

Other Information

Zip Code	30337
Census Tract	106.01
In Less Developed Census Tract	Yes

Aerial View

Property Map

Vicinity Map

Parcel ID # 14 0192 00010149

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Summary

Parcel Number	14 019200010149
Location Address	REDWINE AVE COLLEGE PARK
Legal Description	
Property Class	E6 - Exempt - Schools
Neighborhood	14521
Tax District	15Z
Zoning	R5
Acres	0.1837
Homestead Exemptions	N

View Map

Owner

Fulton County Board Of Education
786 CLEVELAND AVE
ATLANTA GA 30315

Owner Info Last Updated 2/16/2020

Land

Description	Land Type	Land Code	Square Feet	Acres	Price
RESIDUAL	S	3	8,000	0.184	690

Total Acres:
0.1837
Total Land-Value:
690

Valuation

		2020	2019	2018	2017	2016	2015
	LUC	600	600	600	600	600	600
	Class	E6	E6	E6	E6	E6	E6
+	Land Value	$700	$700	$700	$700	$700	$700
+	Building Value	$0	$0	$0	$0	$0	$0
=	Total Value	$700	$700	$700	$700	$700	$700
	Assessed Value	$0	$0	$0	$0	$0	$0

No data available for the following modules: Residential Improvement Information, Commercial Improvement Information, Accessory Information, Sales, 2018 Assessment Notice, Sketches.

The Fulton County 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. The assessment information is from the last certified tax roll. All other data is subject to change.
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CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8475

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: Contracted Landscape Maintenance Services Consideration

PURPOSE: To seek the approval to proceed by Mayor and Council in the selection of a vendor for a one-year commercial landscape maintenance contract for the Georgia International Convention Center, The Arena, Main Street and Detention Ponds.

REASON: To maintain the consistent quality of lawn care and maintenance services for the City has been historically established by the selection of the best candidate that can fulfill the expectations for the City of College Park's Main Street, GICC, the Arena and the Detention Ponds. This year the account was put out for bids and the costs comparisons are presented for your review. See the Executive Directors memorandum recommending the selection by Mayor and Council of Russell Landscape and the attached comparative RFP's for further reference. This is a budgeted item.

RECOMMENDATION: Approval by Mayor and City Council.

BACKGROUND: See attached contract detail.

COST TO CITY:	**Landmark**	**Russell**	**Yellowstone**
GICC	**$98,948.00**	**$115,240.00**	**$124,100.00**
		$1,650.00 (one time charge)	
Arena	**$21,230.00**	**$ 18,280.00**	**$47,400.00**
Main St.	**$43,118.00**	**$ 32,090.00**	**$106,700.00**
Detention Ponds	**$50,720.00**	**$34,340.00**	**$66,320.00**

BUDGETED ITEM:		
	Yes	GICC Account # 555-4970-52-5780
	Yes	Arena Account # 556-4969-52-5780
	Yes	Main St. Account # 309-7340-52-6130
	Yes	Public Works Account # 100-5195-52-6170

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: December 7, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

ATTACHMENTS:

- Director's Memo for Landscape Services.11.23.20 (DOCX)
- Agenda Memo ID #2020-8475 - RFP - CITY LANDSCAPING SVC - 101320(PDF)
- RFP - CITY LANDSCAPING SVC (revised) - Specs (PDF)

Review:

- Mercedes Miller Completed 11/25/2020 1:56 PM
- Rosyline Robinson Completed 11/25/2020 1:58 PM
- Willis Moody Completed 11/25/2020 2:16 PM
- Artie Jones Completed 11/30/2020 10:21 AM
- Mike Mason Completed 11/30/2020 11:39 AM
- City Attorney's Office Completed 12/02/2020 3:08 PM
- Terrence R. Moore Completed 12/03/2020 10:51 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

GEORGIA INTERNATIONAL CONVENTION CENTER

CONVENTION CENTER MEMORANDUM 2020-23

DATE: November 23, 2020

TO: The Honorable Mayor and Council

THROUGH: Terrence Moore, City Manager

FROM: Mercedes Miller, Executive Director

SUBJECT: Recommendation of Landscaping Vendor for GICC, Gateway Arena, Main Street and 9 Detention Ponds

In October of 2020, the City of College submitted a request for proposal (RFP) for City landscaping services that would encompass four areas: GICC, Gateway Arena, Main Street and 9 Detention Ponds. Three companies qualified for review, Yellowstone, Russell Landscape and Landmark Landscape.

Upon further investigation it was decided that the overall bid which best serves the City's needs of all four areas and is fiscally responsible is Russell Landscape. The incumbent vendor, Landmark Landscape, submitted prices which were higher in three of the four areas being considered. Please see attached tabulation sheet created by Willis Moody, Purchasing Manager.

It is our recommendation to select Russell Landscape for the upcoming calendar year of 2021. This is a budgeted item.

CITY OF COLLEGE PARK

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AGENDA MEMORANDUM
NO. 2020-8475

DATE: NOVEMBER 25, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEEET ADMINISTRATOR

SUBJECT: RFP – CITY LANDSCAPING SERVICES - 101320
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: City Landscaping Services

Budgeted item(s): This project budgeted for the current fiscal

Recommendations: Russell Landscape is recommended at $201,600.00 as most responsive to the City this project

Explanation of recommendation in full:

This solicitation was advertised in the South Fulton Neighbor beginning September 21, 2020. The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement publish from September 21, 2020 thru the close on October 13, 2020.

A (mandatory) pre-proposal meeting will be held at the Georgia International Convention Center (GICC) 2200 Convention Center Concourse | College Park, GA | 30337 in Salon 4 on Thursday, September 24, 2020 at 10:00 am.

All Social Distancing measures will be in place during the (mandatory) pre-proposal meeting and mask are required for entry to the building.

There was an official Zoom (virtual) bid opening Tuesday, October 13, 2020 at 10:00 am with three vendors (Russell Landscape Group, Landmark Landscape, Yellowstone Landscape) logged into the meeting.

Andrea Small represented the GICC and Jason Edwards represented Main Street and Public Works for the bid open.

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Zoom meeting link:

https://us04web.zoom.us/j/74591088335?pwd=SUpjWWdVNm9ydUNEbVNIc0pkdElKUT09

Meeting ID: 745 9108 8335 - Passcode: 8HH5Ag

There was an interview phase with each (responsive) company to finalize on the decision, held at the GICC on Tuesday, November 10, 2020 beginning at 9:00 am.

1. Yellowstone Landscape @ 9:00 am
2. Russell Landscape @ 10:00 am
3. Landmark Landscape @ 11:00 am

After completing the interview phase, a decision was made to revisit the proposal cost in order to make a decision, in hopes of lowering the proposed cost. With approval from Mercedes Miller, Executive Director of the GICC and Arena to change the landscape on the campus from flowers to mulch. There will not be any changes made to the scope for the Main Street / Route 29 corridor.

Upon receiving all revised cost myself, Andreas Smalls and Jason Edwards noted a cost reduction of roughly $30,000.00, from all three vendors, removing the flowers from the GICC and Arena campus.

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Tabulation Matrix

RFP – CITY LANDSCAPING SERVICES (revised) – 101320

	Company Name	Lump Sum Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	Laury & Green Enterprises (non-responsive)	$125,000.00	Y	N	N
2	Russell Landscape	$201,600.00	N	N	N
3	Landmark Landscapes	$214,016.00	N	N	Y
4	Yellowstone Landscape	$344,520.00	N	N	N

	Company Name	Department Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	Laury & Green Enterprises (non-responsive)	Main Street / Route 29 = $25,000.00 GICC = $45,000.00 Arena = $40,000.00 Public Works = $15,000.00	Y	N	N
2	Russell Landscape	Main Street / Route 29 = $32,090.00 GICC = $115,240.00 Arena = $18,280.00 Public Works = $34,340.00	N	N	N
3	Landmark Landscapes	Main Street / Route 29 = $43,118.00 GICC = $98,948.00 Arena = $21,230.00 Public Works = $50,720.00	N	N	Y
4	Yellowstone Landscape	Main Street / Route 29 = $106,700.00 GICC = $124,100.00 Arena = $47,400.00 Public Works = $66,320.00	N	N	N

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

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Minority Status Legend:

(1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)

(3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)

(5) Native American Business Enterprise (NABE)

City of College Park
Willis Moody, Purchasing/Fleet Administrator
College Park, GA 30337

PURPOSE

SPECIFICATION(s)/S.O.W.

GENERAL PURPOSE

The City of College Park (City) is soliciting proposals from qualified contractors to provide landscaping services for the multiple City locations. The intent of this request for proposal is to provide landscape maintenance to service at several City of College Park locations. They include 1) Main Street/Route 29; 2) The Georgia International Convention Center; 3) The Gateway Arena; and 4) Detention Ponds throughout College Park.

When submitting your proposal, each area requires a separate proposed amount to be revealed on the "Quote Sheet" at the end of this proposal.

ITEMS REQUIRED

The City is requesting each contractor/proposer to include the following items, listed below, within your proposal for review. These items will be required, as an additional means of evaluation for the proposals. If any has been excluded, the solicitation will be deemed non-responsive.

1. An action plan for 30/60/90 days for the landscaping contract.
2. A copy of your current license(s)
3. Bid Bond for each location:
    a. Georgia International Convention Center
    b. The Arena @ Gateway Center
    c. Economic Development - Main Street/Route 29
    d. Public Works - Detention Ponds
4. The cost per cut page for the detention ponds.

LOCATION/AREAS of PROJECT

Main Street/Route 29

1. Areas of maintenance to include:
2. Main Street from Lee Street to Vesta Avenue; row back to Railroad
3. Front and back of City Hall
4. Front and back of City Auditorium
5. The Corner of Rugby Ave next to the Brake Pad Restaurant
6. All flowerpots located along Main Street
7. Trees and shrubs located along Main Street
8. Trees, shrubs and flowerpots at the Railroad depot

9. Curb line weed control along Main Street from Lee Street to Vesta Avenue
10. Pine straw all areas of City property along Main Street

Lawn Maintenance

A. Lawns will be mowed at minimum of once (1x) weekly during the growing season (April 1- October 31, weather permitting)
B. Curbs and sidewalks will be edged two (2x) times per month during the growing season; minimum of once (1x) per month during dormant season.
C. All grass clippings will be blown from curbs and sidewalks after each mowing and properly removed.

****No Grass, leaves or other debris are to be blown into City Hall LED sign****

Shrub and Groundcover Pruning

A. Shrubs that require shearing to maintain a formal appearance will be sheared five (5) times during the growing season
B. Flowering shrubs will be pruned after blooming.
C. Hand pruning shrubs as needed. Older shrubs that need pruning should be brought to the attention of management for discussion and plan development.
D. Groundcovers will be pruned to contain them within their borders.
E. Standard pruning practices will be observed

Weed Control

A. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods.
B. Pre-emergent herbicides may be applied to bed areas.
C. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material.

Fertilization

A. Shrubs and groundcovers will be fertilized with a balanced fertilizer once (1x) in the Spring.

Tree Pruning

A. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground.
B. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas.
C. All debris will be removed from the property.
D. All sucker growth will be removed during regular visits.

Shrub / Turf Weed Control and Fertilization

A weed control and fertilizer program for turf grass, shrubs and landscape beds shall be implemented to all areas maintained within a sound environment intent with an Integrated Pest Management (IPM) strategy.

Programs (s) shall include the following:

A. Chemical treatments that shall be done as needed (minimum 4x yearly) to control weeds by use of pre-emerge and post-emerge. Ninety-five (95%) weed control is expected
B. Weed control of turf grass
C. Weed control of shrubs, landscape beds and flower beds
D. Curbs lines cracks, lights post, and street ROW weed control
E. Fertilizer applications to turf grass areas as needed (minimum 2x yearly) to maintain health and appearance
F. Fertilizer applications to landscape shrubs and trees as needed as needed (minimum 1x yearly) to maintain health and appearance

Seasonal Maintenance

Fall/Winter

A. Lawn Maintenance:
    a. Lawns will be mowed as needed during dormant season at minimum once (1x) monthly (October 1 – December 24weather permitting)
    b. Curbs and sidewalks will be edged two times per month
    c. All grass clippings will be blown from curbs and sidewalks after each mowing

    ****No Grass, leaves or other debris are to be blown into City Hall LED sign****

B. Shrub and Groundcover Pruning:

    a. Groundcovers will be pruned to contain them within their borders
    b. Standard pruning practices will be observed

C. Weed Control:

    a. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
    b. Pre-emergent herbicides may be applied to bed areas

D. Tree Pruning:

    a. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground.
    b. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
    c. All debris will be removed from the property
    d. All sucker growth will be removed during regular visits

E. Leaf Removal:

    a. Leaves in turf areas will be mulched or blown with each mowing from October to November
    b. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
    c. If requested by management, supplemental leaf removal will be performed at an additional cost.

****No Grass, leaves or other debris are to be blown into City Hall LED sign****

Spring/Summer

A. Lawn Maintenance:

   a. Lawns will be mowed during growing season once (1x) weekly (April 1 – September 31, weather permitting)
   b. Curbs and sidewalks will be edged as needed at minimum of twice (2x) monthly
   c. All grass clippings will be blown from curbs and sidewalks after each mowing

****No Grass, leaves or other debris are to be blown into City Hall LED sign****

B. Shrub and Groundcover Pruning:

   a. Shrubs that require shearing to maintain a formal appearance will be sheared five (5x) times at a minimum during the growing season
   b. Flowering shrubs will be pruned after blooming
   c. Groundcovers will be pruned to contain them within their borders
   d. Standard pruning practices will be observed
   e. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by property management)

C. Weed Control:

   a. Weeds will be controlled in bed areas by mechanical, physical and chemical methods
   b. Pre-emergent herbicides may be applied to bed areas
   c. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Tree Pruning:

   a. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
   b. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
   c. All debris will be removed from the property
   d. All sucker growth will be removed during regular visits

Other Maintenance Items

A. Pine Straw

   Pine straw applications are to be scheduled for the months of April and September. Pine straw shall be installed to a uniform depth in all plant beds and tree rings. Pine straw shall be pulled back from plant crowns and stems to avoid excessive moisture levels. Edges shall be neatly trenched. All resulting debris will be removed from site.

B. Fall Flowers

Future Contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform the Fall Seasonal Color rotation. Fall seasonal color are to be installed the month of October.

C. Spring Flowers

Future Contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform the Spring Seasonal Color rotation. Spring seasonal color are to be installed the month of April.

D. Flower Maintenance

The future Contractor will provide floricultural management to ensure seasonal color is maintained in a healthy, vigorous condition throughout their normal flowering period. The cost for this service is included with the cost of the flower installation and includes the following:

1. Deadheading and Pruning: Declining flowers and foliage will be removed each scheduled floricultural service visit. Plants will be pruned as needed to avoid plants from becoming leggy or unsightly; also, to maintain a consistent uniform mass.
2. Fertilization, Insect/Disease Control and Weed Control: Plants will be fertilized with a balanced fertilizer for flowers. All seasonal beds will be inspected and treated for any insect or disease related problems. Weeds will be controlled by mechanical, physical and chemical methods.

Trash and Debris Removal

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

Service Reporting

After services rendered the Project Manager should submit a written report.

Georgia International Convention Center (GICC)

A. Lawn Maintenance:

1. Lawns will be mowed weekly during the growing season (April 1- October 31, weather permitting)
2. Curbs and sidewalks will be edged two times per month during the growing season
3. All grass clippings will be blown from curbs and sidewalks after each mowing.

B. Shrub and Groundcover Pruning:

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on overgrown plants as needed to preserve the standard beauty that currently exist on the campus.

4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed.

C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Fertilization:

1. Shrubs and groundcovers will be fertilized with a balanced fertilizer once in the Spring

E. Tree Pruning:

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking lot areas to include the Skye lot, Main lot and back dock up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

Growing Season Maintenance

A. Lawn Maintenance:

1. Lawns will be mowed as needed during dormant season (October 1 – December 24, weather permitting)
2. Curbs and sidewalks will be edged two times per month
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning:

1. Hand pruning of shrubs will include rejuvenation work on plants as needed per management consultation with future contractor
2. Groundcovers will be pruned to contain them within their borders
3. Standard pruning practices will be observed

C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas

D. Tree Pruning:

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

E. Leaf Removal:

1. Leaves in turf areas will be mulched or blown with each mowing from October to November
2. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
3. If requested by management, supplemental leaf removal will be performed at an additional cost

Seasonal Maintenance

Fall

A. Lawn Maintenance

1. Lawns will be mowed as needed during dormant season (January 2- March 31, weather permitting)
2. Curbs and sidewalks will be edged as needed
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on overgrown plants as needed
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed
6. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by property management)

C. Weed Control

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Tree Pruning

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas to include the Skye lot, Main Parking lot and Loading dock areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

E. Leaf Removal

1. Leaves in turf areas will be mulched or blown with each mowing from October to November
2. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
3. If requested by management, supplemental leaf removal will be performed at an additional cost

Winter

A. Lawn Maintenance:

1. Lawns will be mowed as needed during dormant season (January 2- March 31, weather permitting)
2. Curbs and sidewalks will be edged as needed to include weed killing spray for main paver areas by guest entrances
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning:

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on plants
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed
6. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by property management)

C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Tree Pruning:

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground

2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits
5. Trees above twelve feet in height will be pruned at an additional cost

Other Maintenance Items

A. Pine straw

Pine straw and mulch applications are required twice each year to aid in moisture retention, weed control and for aesthetic purposes. Pine straw shall be installed to a uniform depth in all plant beds and tree rings. Mulch shall be pulled back from plant crowns and stems to avoid excessive moisture levels. Edges shall be neatly trenched. All resulting debris will be removed from site.

B. Fungicide Turf Round

1. Round 1 (Cool Season Turf)
2. Round 2 (Cool Season Turf)
3. Round 3 (Cool Season Turf)
4. Round 4 (Cool Season Turf)

C. Merit Drench

1. This insecticide is to be applied as needed when grubs and other insects attack Fescue and other types of grass on the campus.

D. Aerating & Overseed

1. Aeration and overseeding of lawn areas will be performed once in the Fall. Overseeding of cool season, turf will be performed using a Turf-Type Tall Fescue. Seed shall be applied at a rate of four (4) to five (5) pounds per 1,000 square feet. Starter Fertilizer will be applied at this time.

E. Irrigation Start Up

In early spring, a complete technical inspection of the irrigation system will be completely by future contactor. Once performed contractor will generate a written report for management.

1. Water will be turned on and piping systems will be inspected for leaks
2. Controller, valves and heads will be checked for proper operation and coverage
3. Down zones will be noted and a proposal for necessary repairs will be submitted.

F. Irrigation Shut Down

In Fall the irrigation systems will be shut off by the future contractor. Once the system is down, written notification should be provided to facility management.

1. Water supply will be turned off at meter and/or backflow prevention device

2. Irrigation system will be drained
3. Controller will be unplugged

A. Hardwood Mulch

The future contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform this task. The future contractor will provide hardwood mulch management to ensure color is maintained in a healthy, vigorous condition throughout the year. The hardwood mulch will aid in moisture retention, weed control and for aesthetic purposes. The hardwood mulch shall be installed to ta uniform depth in all beds and tree ring locations.

Maintenance of Beds:

1. Maintain the mulch beds by trimming/pulling weeds and maintaining the natural edging of the new mulch beds by trimming them vertically, rather than horizontally.
2. Rake your mulch or turn it over with gloved hands a few times per season to make sure it does not clump and prevent water from reaching the soil.
3. Break up large clumps and turn over the mulch to make sure it does not create a compressed layer on top of the soil.
4. Spread new mulch out over planting beds and containers so they are no more than 2 to 4 inches thick.
5. Clean up mulch so it is a few inches away from tree or shrub trunks.
6. Add new, fresh mulch as your existing mulch breaks down to make sure you have a consistent 2- to 4-inch layer.

Insect/Disease Control and Weed Control:

1. All mulch beds will be inspected and treated for any insect or disease related problems. Weeds will be controlled by mechanical, physical and chemical methods.

Trash and Debris Removal

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

Service Reporting

After services rendered the Project Manager should submit a written report.

The Gateway Arena (Arena)

Growing Season Maintenance

A. Lawn Maintenance

1. Lawns will be mowed weekly during the growing season (April 1- October 31, weather permitting)
2. Curbs and sidewalks will be edged two times per month during the growing season
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on plants as needed
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed

C. Weed Control

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Fertilization

Shrubs and groundcovers will be fertilized with a balanced fertilizer once in the Spring

E. Tree Pruning

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas

Trash and Debris Removal

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

Seasonal Maintenance

Fall

A. Lawn Maintenance

1. Lawns will be mowed as needed during dormant season (October 1 – December 24, weather permitting)
2. Curbs and sidewalks will be edged two times per month
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning

1. Hand pruning of shrubs will include rejuvenation work on plants as needed
2. Groundcovers will be pruned to contain them within their borders
3. Standard pruning practices should be observed

C. Weed Control

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas

D. Tree Pruning

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
2. Trees located in natural areas shall be pruned only when their growth habit effects formal maintenance areas
3. All debris will be removed from the property
4. All sucker growth will be removed during regular visits

E. Leaf Removal

1. Leaves in turf areas will be mulched or blown with each mowing from October to November
2. Leaves in formally planted bed areas will be removed in bulk quantities four times from October through December as the season dictates.
3. If requested by management, supplemental leaf removal will be performed at an additional cost

Winter

A. Lawn Maintenance:

1. Lawns will be mowed as needed during dormant season (January 2- March 31, weather permitting)
2. Curbs and sidewalks will be edged as needed
3. All grass clippings will be blown from curbs and sidewalks after each mowing

B. Shrub and Groundcover Pruning:

1. Shrubs that require shearing to maintain a formal appearance will be sheared five times during the growing season
2. Flowering shrubs will be pruned after blooming
3. Hand pruning of shrubs will include rejuvenation work on plants as needed
4. Groundcovers will be pruned to contain them within their borders
5. Standard pruning practices will be observed
6. Perennials will be cut back and pruned at the appropriate times (typically mid to late Winter unless otherwise requested by facility management)

C. Weed Control:

1. Weeds will be controlled in bed areas by mechanical, physicals and chemical methods
2. Pre-emergent herbicides may be applied to bed areas
3. Certain plantings may not receive pre-emergent applications to avoid damage to the plant material

D. Tree Pruning:

1. Trees, up to twelve feet in height, will be maintained such that no branches will overhang sidewalks and parking areas up to eight feet from the ground
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Other Maintenance Items

B. Fungicide Turf Round

1. Round 1 (Cool Season Turf)
2. Round 2 (Cool Season Turf)
3. Round 3 (Cool Season Turf)
4. Round 4 (Cool Season Turf)

C. Aerating & Overseed

1. Aeration and overseeding of lawn areas will be performed once in the Fall. Overseeding of cool season turf will be performed using a Turf-Type Tall Fescue. Seed shall be applied at a rate of four (4) to five (5) pounds per 1,000 square feet. Starter Fertilizer will be applied at this time.

D. Irrigation Start Up

In early spring, a complete technical inspection of the irrigation system will be completed.

1. Water will be turned on and piping systems will be inspected for leaks
2. Controller, valves and heads will be checked for proper operation and coverage
3. Down zones will be noted and a proposal for necessary repairs will be submitted to facility management.

E. Irrigation Shut Down

In Fall the irrigation systems will be shut off.

1. Water supply will be turned off at meter and/or backflow prevention device. Once the system is down, written notification should be provided to facility management.
2. Irrigation system will be drained
3. Controller will be unplugged

F. Hardwood Mulch

The future contractor will furnish labor, tools, materials, equipment, and insurance necessary to perform this task. The future contractor will provide hardwood mulch management to ensure color is maintained in a healthy, vigorous condition throughout the year. The hardwood mulch will aid in moisture retention, weed control and for aesthetic purposes. The hardwood mulch shall be installed to ta uniform depth in all beds and tree ring locations.

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2. Rake your mulch or turn it over with gloved hands a few times per season to make sure it does not clump and prevent water from reaching the soil.
3. Break up large clumps and turn over the mulch to make sure it does not create a compressed layer on top of the soil.
4. Spread new mulch out over planting beds and containers so they are no more than 2 to 4 inches thick.
5. Clean up mulch so it is a few inches away from tree or shrub trunks.
6. Add new, fresh mulch as your existing mulch breaks down to make sure you have a consistent 2- to 4-inch layer.

Insect/Disease Control and Weed Control:

1. All mulch beds will be inspected and treated for any insect or disease related problems. Weeds will be controlled by mechanical, physical and chemical methods.

Trash and Debris Removal

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

Service Reporting

After services rendered the Project Manager should submit a written report.

Detention Ponds

The City of College Park, in addition, has eight (8) detention ponds that require mowing maintenance on an as needed basis (estimated 4x yearly). The cut height shall be no higher than 6" when cut is made and fence(s) shall be maintained free of vegetation.

See the detention pond locations and square footage to be maintained. Provide cost per cut estimate next to each location.

	Location	Square Footage (sq. ft.)	Cost per Cut
1	Madison St. @ Princeton Ave.	46,000	
2	Princeton Ave. @ Myrtle St.	63,500	
3***	Princeton Ave. @ Adams St. (Outside FAA) (Slopes Only)	80,000	
	Inside FAA Ponds (2)	188,000	
4	Conley St. @ Harvard Ave. (Public Safety)	38,000	
5	Napoleon St @ John Wesley Ave	44,500	
6	Yale Ave. @ Conley Ave.	38,500	
7	Winthrop Rd. @ Hopewell Rd.	33,800	
8	GICC @ Camp Creek Pkwy	40,000	
		Grand total	

*** Middle of detention pond will need to cut (Weather Permitting/Access ability) 1x yearly

Trash and Debris Removal

All debris, sucker growth and debris shall be removed from curbs, sidewalks row and other areas that is maintained during each maintenance visit.

Service Reporting

After services rendered the Project Manager should submit a written report.

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8484

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: CDBG Professional (Engineering) Services

PURPOSE: To approve the bid award for RFP - CDBG PROFESSIONAL SERVICES - 111720.

REASON: To approve a bid proposal for professional and engineering services for CDBG funded City of College Park Capital Improvement Projects programming and implementation.

RECOMMENDATION: To approve bid proposal and award a contract to Metrocorp Development Enterprise, Inc. for CDBG Professional (Engineering) Services.

BACKGROUND: The Fulton County CDBG Program makes funding available to local governments like College Park for planning and implementation of community development projects in non-entitlement localities, which are those localities not receiving CDBG assistance directly from the U.S. Department of Housing and Urban Development (HUD). Each project and activity utilizing CDBG funding must meet a national objective and established regulatory compliance guidelines for project implementation.

The following professional services maybe provided as required:

GRANT PREREQUISITE ADMINISTRATION ACTIVITIES

- Grant Application preparation
- CDBG grant/agreement coordination
- Preparation of signature authorization form for grant funds
- Project milestones document (schedule) development
- Local match funding arrangements/Procurement documentation
- Environmental Review Record documentation Preparation
- Capital Project Concept and Preliminary Design Document preparation

GRANT POST AWARD ADMINISTRATION ACTIVITIES

- Capital Project Final Design and Construction Specification Document preparation
- Coordinate with City to develop bid documents Review procurement policy
- Monitor project milestones and budget
- Ensure project milestones and budget comply
- Develop grant amendments to revise project scope Order Wage Decision
- Conduct preconstruction conference
- Prepare quarterly reports and financial projection reports Ensure compliance with MBE procurement requirements
- Conduct Davis Bacon labor interviews.
- Review/approve contractor change orders

MONITORING SITE VISITS AND REPORTS

- Organize files, prepare for monitoring visits
- Represent County during monitoring visits
- Provide information as requested at monitoring visit
- Prepare monitoring response letters for County

CONSTRUCTION ADMINISTRATION- BIDDING ASSISTANCE

- Assist the City with the bidding process and providing the following support for the following tasks:
- Compilation of final bid documents and project manual including specifications and bid form.
- Pre-bid meeting attendance.
- Written response to questions from bidders and the City.
- Review of bids for compliance with requirements, check bidder references and make recommendation of award.

CONSTRUCTION ADMINISTRATION- POST CONTRACTOR SELECTION

- Conduct Pre-construction meeting(s).
- On-site construction meetings of appropriate design personnel and at critical points during construction to assure compliance with plans and specifications.
- Provide observation of contractor’s operations and work to determine compliance with plans and specifications,
- Quality of workmanship and progress including a written report to the Program Manager for all site visits until final acceptance of work.

- NPDES permit, compliance review (Review Notice of Intent)
  perform initial inspection of the erosion control BMP's, final inspection of the site and preparation of the Notice of Termination.
- Clarification of Requests for Information from the Contractor.
- Conflict resolution to make recommendations to resolve conflicts and problems that may arise during the project.
- Review shop drawings and other submittals.
- Respond to contractor request for change orders and assist in evaluation of need and cost.
- Make recommendations to the City for acceptance or rejection of the change order.
- Coordinated building system inspection, testing and reporting.
- Provide revised plans to compensate for construction issues that arise due to an insufficiency of information on the construction documents or unforeseen conditions.
- Review and approve Contractor's applications for payment.
- Punch list inspection and preparation.
- Final Inspection and approval of complete work.
- After the first year of occupancy, a warranty inspection of all disciplines with the City and the Contractor.

The staff recommends the award to Metrocorp Development Enterprises, Inc. a business located in College Park that has past experience working with the City of College Park on Capital Improvement projects that include CDBG funding. Metrocorp Development Enterprises, Inc. has provided the above listed professional design services and construction administration services for the Bill Badgett Stadium CDBG Improvements, Brady Recreation Facility CDBG Improvements and Godby Road Police Precinct.

COST TO CITY: The attached fee structure attached for Metrocorp Development Enterprise; Inc. will be used to establish cost of services based on the project professional service's needs.

BUDGETED ITEM: CDBG awarded contracts will include professional services and construction administration in the CDBG funding budget for reimbursement.

City funded budget line items for professional services may be required to cover:

- Grant prerequisite administration activities as required to determine CDBG project application consideration priorities and submittals for funding by City Council to Fulton Community Development Department.
- City Council request for reallocation of CDBG funding to other projects.
- Projects considered and not selected for CDBG grant funding.
- CDBG new or additional funding application requests.
- Project Audit Support.

- Project scope that incorporates both CDBG grant and non-grant capital project improvements funding to the facility or infrastructure.
- Coordination of services provided by City Resources for facility and infrastructure related improvements to support project implementation

REVENUE TO CITY: Possible revenue generating for projects awarded.

CITY COUNCIL HEARING DATE: December 7, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Staff would depend on the CDBG award for the projects.

ATTACHMENTS:

- Agenda Memo ID #2020-8484 - RFP – CDBG PROFESSIONAL SERVICES -111720 (PDF)
- CDBG Professional Services Contract _Metrocorp Development Enterprises Inc. (1) (PDF)
- RFP – CDBG PROFESSIONAL SERVICES -Specs (PDF)

Review:

- Michelle Johnson Completed 11/25/2020 10:24 AM
- Rosyline Robinson Completed 11/25/2020 1:11 PM
- Jackson Myers Completed 12/02/2020 8:27 AM
- Danielle Matricardi Completed 12/02/2020 12:56 PM
- Purchasing Completed 11/25/2020 2:06 PM
- Finance Completed 12/03/2020 9:52 AM
- Terrence R. Moore Completed 12/03/2020 10:49 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM
NO. 2020-8484

DATE: NOVEMBER 25, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEEET ADMINISTRATOR

SUBJECT: RFP – CDBG PROFESSIONAL (ENGINEERING) SERVICES - 111720
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: CDBG Professional (Engineering) Services

Budgeted item(s): This project is CDBG funded

Recommendations: MetroCorp Development Enterprises, Inc. is recommended as the most responsive to the City for this project

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from October 27, 2020 thru November 17, 2020 at 9:30 am.

No pre-bid conference was required for this project.

Tuesday, November 17, 2020 at 10:00 am with one vendor (MetroCorp Development Enterprises, Inc) logged an official Zoom (virtual) bid opening into the meeting.

Michelle Johnson, was in attendance for the Recreation Department

Join Zoom Meeting

https://us04web.zoom.us/j/75187549983?pwd=RmY5VDByeHE0bVY3dWRjanZNZXFLUT09

Meeting ID: 751 8754 9983 - Passcode: 6uy6U0

CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

Tabulation Matrix

RFP – CDBG PROFESSIONAL (ENGINEERING) SERVICES -111720

	Company Name	Bid Amount	Minority Y/N Class	Is your company located in CP	Previous Work w/CP?
1	MetroCorp Development Enterprises	See Fee Chart	Y	Y	Y
2					
3					
4					
5					

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

Minority Status Legend:

(1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)

(3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)

(5) Native American Business Enterprise (NABE)

City of College Park
Willis Moody
Purchasing & Fleet Administrator
College Park, GA 30337

METROCORP DEVELOPMENT ENTERPRISES, INC.

2020 - 2021 FEE SCHEDULE

MANAGEMENT			
Principle-in-Charge/Officer/Program Director	PRINCIPALS/PARTNERS	1	$170.00
TECHNICAL			
Technical Specialist/MIS Mgr.	TECHNICAL	2	$100.00
Project Manager	TECHNICAL	3	$155.00
Senior Engineer/Office Engineer/Architect	TECHNICAL	4	$140.00
Professional Engineer	TECHNICAL	5	$135.00
Engineer	TECHNICAL	6	$120.00
Professional Planner	TECHNICAL	7	$110.00
Planner	TECHNICAL	8	$80.00
Senior Technician	TECHNICAL	9	$70.00
Technician	TECHNICAL	10	$65.00
CADD Technician	TECHNICAL	13	$60.00
Senior Scientist	TECHNICAL	18	$105.00
Certified Arborist/Landscape Architect	TECHNICAL	19	$110.00
Registered Land Surveyor	TECHNICAL	23	$120.00
GIS Specialist	TECHNICAL	24	$85.00
Designer	TECHNICAL	26	$100.00
CONSTRUCTION			
Construction Manager	CONSTRUCTION	11	$110.00
Resident Observer	CONSTRUCTION	12	$65.00
2-Person Survey Crew	CONSTRUCTION	20	$140.00
3-Person Survey Crew	CONSTRUCTION	21	$175.00
GPS Crew	CONSTRUCTION	22	$150.00
Flagman/ Laborer	CONSTRUCTION	25	$50.00
Field Engineer	CONSTRUCTION	27	$75.00
Superintendent	CONSTRUCTION	28	$65.00
Test Technician	CONSTRUCTION	29	$70.00
ADMINISTRATIVE			
Clerical/Administrative Assistant	ADMINISTRATIVE	14	$60.00
Accountant	ADMINISTRATIVE	15	$95.00
Modeler/Scheduler	ADMINISTRATIVE	16	$100.00
Public Relations	ADMINISTRATIVE	17	$100.00

Mileage-	**59.5 cents/mile**
FAX-	**$2.50 per page**
Copies-	**$1.00 per page**
Drawing Prints Ansi D (24inches X 36inches)	**$3.00 per page**
Laboratry Fees	**Cost + 15% Mark-up**
Materials-	**Cost + 15% Mark-up**

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

CDBG PROFESSIONAL SERVICES AGREEMENT WITH METROCORP DEVELOPMENT ENTERPRISES, INC.

This Agreement made and entered into this _____day of _____, 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Metrocorp Development Enterprises, Inc, a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS the Contractor is an engineering firm specializing in administration program management, design and construction management for municipal facilities and infrastructure improvement projects funded by Community Development Block Grants (CDBG), and

WHEREAS the City desires to retain such services on an On-Call basis for upcoming CDBG projects.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide CDBG professional services at the City's discretion, as detailed in **Exhibit A**, which is attached hereto and incorporated herein, per request and instruction of the City pursuant to the procedures detailed in Exhibit A. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control. This Agreement also incorporates Contractor's response to RFP – **CDBG PROFESSIONAL SERVICES - 111720** for **CDBG PROFESSIONAL SERVICES.**, submitted by Contractor on or about November 17, 2020, by reference. Any provisions of Contractor's RFP response in conflict with this Agreement or Exhibit A, Exhibit A to this Agreement or this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from the date of execution of this Agreement, expiring without further obligation of the City on December 31, 2021 ("Initial Term"). This Agreement shall automatically renew for additional one-year terms, not to exceed five (5) total yearly terms ("Renewal Term"), unless either Party provides notice to the other no less than 60 days prior to the conclusion of the Initial or any Renewal Term, that it does not wish to renew the Agreement.

3. **COSTS AND RETAINAGE:**
The Costs of Service are detailed in **Exhibit A.** Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The

Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY:** Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good, provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

7. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be

liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

9. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:
College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:
Fincher Denmark LLC
Attn: Steven M. Fincher, Esq.
100 Hartsfield Center Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:
Metrocorp Development Enterprises, Inc.
Attn: Herbert Humphrey
3707 Main Street.
Suite 3

College Park, Georgia 30337

10. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

11. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

12. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

13. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
(b) Contractor is not presently subject to any agreement with a competitor or with

any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

14. **GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

18. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

TITLE: Mayor

[Seal]

ATTEST: _____

BY: Municipal Clerk

DATE: _____

METROCORP DEVELOPMENT ENTERPRISES, INC.

BY: _____

NAME: Herbert Humphrey

TITLE: President and Managing Principal

[Corporate Seal]

ATTEST: _____
Corporate Secretary

DATE: 11-23-2020

EXHIBIT A

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary for CDBG professional services for both Engineering and Public Works Utilities Division as per the scope of services outlined below for the period of one year with the option to extend an additional 4 (four) one-year terms.

1. General Operation of the Contract

    a. Prior to beginning work on any project, the consultant shall meet with College Park staff to discuss and review the proposed work scope, schedule, and any other parameters for the project. The consultant shall evaluate existing conditions to include site visits and other activities necessary to assess properly the project and will then prepare a written scope and estimate of the project cost.
    b. The consultant will submit a cost estimate and work schedule for the project including project man-hours by employee classification to the City of College Park Project Manager. Fees for services shall be established for each project based upon hourly fees for work performed. Consistent with the unit fee schedule incorporated in the contract, any agreed upon fee for a project shall include all professional fees and subcontracted work. Sub consultants must be identified in the proposal. No indirect costs by either the primary firm of sub consultants shall be billed; indirect costs shall be included in the hourly rates.
    c. For engineering improvement projects, it is anticipated that the College Park will request a scope of work and cost estimate from the selected engineering firm(s) under contract as part of this RFP to determine which firm to award the project. Based on the project needs, the understanding of the project by the consultant, schedule, and cost estimate, the College Park will award the project to the most qualified and readily available firm. The City of College Park will determine assignments of work according to the specific needs required by the project and qualifications of each firm. If more than one firm is engaged pursuant to this RFP, the intention is to balance the dollar value of work assignments, subject to determination the work and the qualifications of the firms.
    d. Approval to begin work on each project shall be evidenced by issuance of a written notice to proceed by the Recreation & Cultural Arts Department or designated Department.

Ordering and Payment

Performance will be ordered by issuance of a purchase order for the period of performance. Payment for work performed shall be paid monthly upon receiving invoicing with an attached copy of each certificate of receipt of service for that month signed by Department Director or designee. The contractor shall insure that all invoices clearly reflect the purchase order number. All original invoices must be mailed, or hand delivered to College Park | Attention: Engineering Department | 3667 Main Street | College Park, GA | 30337. A duplicate invoice may be submitted to the department. Failure to comply with this provision may result in delayed payments for services rendered.

a. The Contractor shall prepare and submit invoices to the Department in charge of this contract and will forward to Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.

   i Name and address of the Contractor.
   ii Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
   iii Purchase order number for supplies delivered or services performed.
   iv Description, quantity, unit of measure, unit price, and extended price of supplies delivered, or services performed.
   v Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
   vi Name and address to whom payment is to be sent.
   vii Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
   viii Any other information or documentation required by the contract (e.g., evidence of shipment).

b. In the event orders are made via monthly or period purchase orders, contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. Receipt copies of the delivery tickets shall support a summary invoice. Delivery tickets or sales slips shall contain.
   i Name of supplier
   ii Purchase Order number
   iii Ship to Department and Address
   iv Description, Quantity, unit price, and extension of each item.

c. Date of delivery or shipment.

SPECIFIC TASKS

The Contractor should be able to provide the following services:

GRANT PREREQUISITE ADMINISTRATION ACTIVITIES

- Grant Application preparation
- CDBG grant/agreement coordination
- Preparation of signature authorization form for grant funds
- Project milestones document(schedule) development
- Local match funding arrangements/Procurement documentation
- Environmental Review Record Documentation Preparation
- Capital Project Concept and Preliminary Design Document preparation

GRANT POST AWARD ADMINISTRATION ACTIVITIES

- Capital Project Final Design and Construction Specification Document preparation
- Coordinate with City to develop bid documents Review procurement policy

- Monitor project milestones and budget
- Ensure project milestones and budget comply
- Develop grant amendments to revise project scope Order Wage Decision
- Conduct preconstruction conference
- Prepare quarterly reports and financial projection reports Ensure compliance with MBE procurement requirements
- Conduct Davis Bacon labor interviews.
- Review/approve contractor change orders

MONITORING SITE VISITS AND REPORTS

- Organize files, prepare for monitoring visits
- Represent County during monitoring visits
- Provide information as requested at monitoring visit
- Prepare monitoring response letters for County

CONSTRUCTION ADMINISTRATION- BIDDING ASSISTANCE

- Assist the City with the bidding process and providing the following support for the following tasks:
- Compilation of final bid documents and project manual including specifications and bid form.
- Pre-bid meeting attendance.
- Written response to questions from bidders and the City
- Review of bids for compliance with requirements, check bidder references and make recommendation of award.

CONSTRUCTION ADMINISTRATION- POST CONTRACTOR SELECTION:

- Conduct Pre-construction meeting(s).
- On-site construction meetings of appropriate design personnel and at critical points during construction to assure compliance with plans and specifications.
- Provide observation of contractor's operations and work to determine compliance with plans and specifications,
- Quality of workmanship and progress including a written report to the Program Manager for all site visits until final acceptance of work.
- NPDES permit, compliance review (Review Notice of Intent)
  perform initial inspection of the erosion control BMP's, final inspection of the site and preparation of the Notice of Termination.
- Clarification of Requests for Information from the Contractor.
- Conflict resolution to make recommendations to resolve conflicts and problems that may arise during the project.
- Review shop drawings and other submittals.
- Respond to contractor request for change orders and assist in evaluation of need and cost.
- Make recommendations to the City for acceptance or rejection of the change order.

- Coordinated building system inspection, testing and reporting.
- Provide revised plans to compensate for construction issues that arise due to an insufficiency of information on the construction documents or unforeseen conditions.
- Review and approve Contractor's applications for payment.
- Punch list inspection and preparation.
- Final Inspection and approval of complete work.
- After the first year of occupancy, a warranty inspection of all disciplines with the City and the Contractor.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

PURPOSE

SPECIFICATION(s)/S.O.W.

GENERAL PURPOSE

The City of College Park (City) is seeking an engineering individual, firm or company with experience guiding and administering Community Development Block Grant (CDBG) programs including grant applications and monitoring. Consultants will have funding knowledge in the administrative, guidance and project experience in the areas of community facilities/public services, public works, housing and economic development for specialties in public works, community facilities/public services and economic development.

The City is seeking a response to this Request for Proposal (RFP) from a qualified engineering individual, firm or company to administer and implement the City's CDBG programs for one (1) year. The City will select the most qualified engineering individual, firm or company with expertise in these areas.

No information conference/pre-proposal meeting is required for this RFP.

INTRODUCTION

Fulton County's Department of Community Development receives annual grants (Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnership Grant (HOME) activities on a formula basis to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons in Fulton County, Georgia.

Funding is used to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities; however, grantees must give maximum feasible priority to activities, which benefit low- and moderate-income persons.

PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described. Failure to include all the elements specified may be cause for rejection.

FIRM'S QUALIFICATIONS

A statement of the professional qualifications and experience of the firm as it pertains to the successful implementation of CDBG community facilities, public services, infrastructure, economic development and planning projects. Include a list of jurisdictions for which your firm

has prepared proposals for and/or administered and implemented CDBG projects.

APPROACH and AVAILABILITY

Provide a detailed discussion of your company's approach to providing CDBG Services to the City and staff's availability to conduct the required work.

EXPERIENCE and REFERENCES

Respondents should:

1. Describe their knowledge and experience in the particular types of projects described.
2. Describe their knowledge of HUD's requirements for the Community Development Block Grant Program.
3. Describe their knowledge of Fulton County HUD program.
4. Identify staff members (as applicable), in the job classifications of:
    a. Principal in Charge
    b. Project Engineer
    c. Senior Engineer
    d. Mid-level Engineer
    e. Junior Engineer
    f. Surveyor
    g. Engineer interns
    h. Senior CAD technician
    i. CAD technician
    j. Engineering technician; who would be assigned to act for Respondent's firm in key management and field positions providing the services.
5. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience.
    a. Describe, for each such person, the projects relevant to CDBG and/or **splash pad** on which they have worked.
    b. Provide the names, telephone numbers, and email addresses of contact persons with the firms or organizations with whom these staff members worked on CDBG and/or **splash pad** or other projects.

SCOPE OF WORK

The City is soliciting qualification statements for engineering services to assist with preliminary engineering, design engineering, and inspections of all projects and to include **splash pad** CDBG Program requirements. The agreement will be on a lump sum, fixed price basis (or cost reimbursement "not to exceed" basis), with payment terms to be negotiated with the selected offeror. Reimbursement for services will be contingent on the City receiving funding from the Fulton County HUD. The maximum amount of engineering fees that can be with CDBG funds will be determined by the Fulton County and/or College Park Staff and may require adjustments in the proposed contract amount.

General Administration

1. Conduct with the City of College Park Purchasing Department, any necessary procurement for subcontractors, as requested, including preparation of Requests for Proposals/Qualifications, solicitation of qualified bidders, advertisements, etc.

2. Complete all program reporting to the state of Georgia, if required, and/or Fulton County Department of Community Development, as required.

3. Maintain all program fiscal records including preparation of Cash Requests, monitoring payments to subcontractors, and coordination with Finance Director.

4. Prepare program records for monitoring by state representatives, conduct site visits, respond to comments and correct any findings required both the state and county officials.

5. Describe any prior engagements in which Respondent's firm assisted a governmental entity in dealings with a **splash pad** project and any other project relating to CDBG.

6. Respondent should include all examples of work on similar projects as described in Part One.

7. Respondent should provide a list of completed **splash pad** or projects, and/or similar CDBG projects.

8. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules Respondent cites in this section.

9. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The state reserves the right to request any additional information to assure itself of a Respondent's financial status.

10. Attend any CDBG related trainings and/or informational meetings.

Program Implementation

The services to be provided will include, but not be limited to:

1. When necessary, oversee various projects when requested by the City Purchasing Department.

2. Public improvements/ facilities, as necessary for construction projects:

    - Construction oversight
    - Oversee Labor Standards compliance including preparation of notices, bid documents,
    - Review of weekly certified payrolls,
    - Verification of contractor licensing and debarred status,
    - Review bonding,
    - Conduct pre-construction conference,

- Issue notice of award,
- Issue notice to proceed,
- Oversee payments to contractors,
- Approval of change orders,
- Notice of completion
- And other services, when needed

3. Designing system improvements and construction engineering.
4. Field staking, on-site supervision of construction work, and preparing inspection reports.
5. Providing reproducible plan drawings to the City upon project completion.
6. Prepare operating and maintenance manuals.
7. Conducting final inspection and testing.

EVALUATION CRITERIA

Submittals will be reviewed for responsiveness and a selection committee, in accordance with the above criteria. Respondents will be evaluated, up to 100 total points, based on the written materials submitted and according to the following factors:

Experience of the firm with construction project(s) as described.	30 points
Experience of the firm with other type of CDBG construction projects.	35 points
Current capacity to accomplish the work in the required time.	30 points
Reference from other clients attesting to firms.	5 points
Total Points	100 Points

In the event of a tie, oral interviews will be held with those firms. As a result of the interviews, the City will determine which firm will be selected to enter into contract negotiations. The City reserves the right to award a contract to the individual consultant, firm or company that presents the best qualifications and whose proposal best accomplishes the desired results. Geographic preference may be used as a selection factor for engineering services if adequate competitions (two or more firms that are responsive and responsible) are located within the distances identified.

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8489

DATE: December 1, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Sharis McCrary, Deputy Chief of Police

RE: Motorola Solutions Service Agreement

PURPOSE: Consider approval of the Annual Service Agreement between College Park Police Department and Motorola Solutions.

REASON: College Park Police Department entered into an Annual Service Agreement with Motorola Solutions.

RECOMMENDATION: Recommend approval of the Annual Service Agreement.

BACKGROUND: This agreement is a yearly agreement for the monitoring and maintenance of the public safety radio system. The 911 consoles are monitored remotely for disruptive issues and are generally repaired remotely, if issues cannot be repaired via network connection, technicians are dispatched to the 911 Center. These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

COST TO CITY: $174,036.81

BUDGETED ITEM: Yes, 100 3200 52 6170

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: December 7, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: College Park Police Department

ATTACHMENTS:

- Motorola Solutions Agreement (PDF)

Review:

- Sharis McCrary Completed 11/30/2020 2:53 PM
- Rosyline Robinson Completed 12/01/2020 10:15 AM
- Information Technology Pending
- Purchasing Completed 12/01/2020 10:33 AM
- City Attorney's Office Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 12/07/2020 7:30 PM

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
500 WEST MONROE ST. 44TH FLOOR
CHICAGO, IL 60661

MOTOROLA SOLUTIONS

Contract #	: 678-0023732-000
Date Due	: 08/01/2020
Invoice Number	: 29062
Invoice Date	: 06/07/2020
Current Charges	: .00
Total Due	: 174,036.81

ATTN: FINANCE & ACCOUNTING
CITY OF COLLEGE PARK
3667 MAIN ST
COLLEGE PARK, GA 30337

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT: HANNAH CLIFF (847-260-7133)

THANK YOU FOR CHOOSING MOTOROLA CREDIT CORP FOR YOUR FINANCING NEEDS

Contract No. 678-0023732-000

Date	Description	Base Payment	Sales/Use Tax	Late Charge	Contract Total
	ANNUAL PYMT - APX RADIO EQUIPMENT				
	Late Charges			1,475.51	1,475.51
08/01/2020	Lease Payment Future Due	172,561.30			172,561.30
			678-0023732-000 Total		174,036.81

To ensure proper credit, please include this portion with your payment

ATTN: FINANCE & ACCOUNTING
CITY OF COLLEGE PARK
3667 MAIN ST
COLLEGE PARK, GA 30337

Contract #	: 678-0023732-000
Date Due	: 08/01/2020
Invoice Number	: 29062
Invoice Date	: 06/07/2020
Current Charges	: .00
Total Due	: 174,036.81

Remit To:

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
P.O. BOX 71132
CHICAGO, IL 60694-1132

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-638775
Contract Number: USC000006705
Contract Modifier: R02-MAR-19 12:51:55

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-638775
Contract Number: USC000006705
Contract Modifier: R02-MAR-19 12:51:55

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-638775
Contract Number: USC000006705
Contract Modifier: R02-MAR-19 12:51:55

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8494

DATE: December 2, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Danielle Matricardi, City Attorney

FROM: Terrence R. Moore, City Manager

RE: Main Street College Parklets - GDOT Maintenance Agreement

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In response to direction being authorized to collaborate with the College Park Main Street Association relative to the implementation of the Main Street College Parklets project, both the Office of the City Manager and that of City Engineer Loretta Washington are in receipt of the attached GDOT Indemnification and Hold Harmless Agreement and Right of Way Maintenance Agreement.

Notably, the Indemnification Agreement requires the City to indemnify GDOT for actions in which GDOT may be partially responsible. Thus, if GDOT is 99% at fault for an incident and the City is 1% at fault, the City will be required to pay all costs and expenses to defend GDOT from any claims relating to the Parklets. As GDOT requires that both agreements be executed to receive approval for the Main Street College Parklets project, this leaves little room for negotiation.

As such, we seek approval of the agreements in substantially the same form as attached hereto.

Thank you.

ATTACHMENTS:

- MAINTENANCE AGREEMENT NEW BLANK (PDF)
- GDOT Indemnification and Hold Harmless Agreement (PDF)

Review:

- Terrence R. Moore Completed 12/01/2020 11:51 AM

- Rosyline Robinson Completed 12/01/2020 12:03 PM
- City Attorney's Office Completed 12/02/2020 12:19 PM
- Loretta Washington Completed 12/01/2020 12:13 PM
- Renee Coakley Completed 12/01/2020 12:12 PM
- Artie Jones Completed 12/01/2020 12:45 PM
- Jackson Myers Completed 12/02/2020 8:29 AM
- Terrence R. Moore Completed 12/02/2020 2:00 PM
- Mayor & City Council Pending 12/07/2020 7:30 PM

Rev: March 2020

RIGHT OF WAY MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

_____

_____

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as **"DEPARTMENT"** or **"LICENSOR"**, and the _____hereinafter referred to as **"LICENSEE"**.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to perform certain services relating to maintenance within **DEPARTMENT'S** right of way, hereinafter called the **"PROJECT"**, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, **THEREFORE**, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I
SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit 'A' – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit 'A'. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV
ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in _____County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI
INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

(a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence, or proof of self insurance.

(c) Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and_____the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII
COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should th**e DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

A. The **LICENSEE,** at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

ARTICLE X
COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.

B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI - EXHIBIT A MAINTENANCE WORK PLAN/LANDSCAPE MAINTENANCE AGREEMENT

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Seasonal Color (Annuals and Herbaceous Perennials and Roses)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department's sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3 inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris
- Maintain any rose shrubs at a height that will not obstruct existing directional signs or driver sight lines.

Ornamental Grasses

- Trim away dead foliage from ornamental grass clumps in February.

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to Policy 6755-9 – Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the Owner/Operator and the Georgia Department of Transportation.

- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use as required by state code.

Pest Control

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by the Owner/Operator and the Georgia Department of Transportation.
- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

Installed Sidewalks

- Maintain and repair sidewalks according to the Americans With Disabilities Act (ADA)

Installed Non-standard Fencing/Site Furnishings/Murals/Signs/Walls

- Repair and/or replace damaged components.
- Replace or install a temporary construction work fence immediately if the damage involves a safety issue.
  LICENSEE is responsible for all maintenance of non-standard fencing/site furnishings/murals/signs

NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____
Commissioner or designee

ATTEST:

_____

Treasurer

LICENSEE:

_____
(Title)

Sworn to before me this
_____day of _____, 20____.

_____
NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT ‘A’

(Attach the Application and Permit for Special Encroachment with approved drawings **or** the final working drawings for a Department-approved construction**)**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(READ BEFORE SIGNING)

_____
DISTRICT NUMBER

_____	_____	_____	_____	_____
NAME OF APPLICANT	SR NUMBER	COUNTY	MILE POST	PERMIT NUMBER

The undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities, and all of their respective officers, members, employees and directors (collectively referred to as the "DOT") from and against any and all claims, demands, liabilities, losses, cost or expensed, including attorney's fees, and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersigned or of DOT), for any loss due to personal injury, bodily injury, death, or property damage arising out of, attributable to, or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by any State self-insured funds (the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS), the undersigned agrees to reimburse the Funds for such monies paid out by the Funds. The undersigned acknowledges the permits can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representations made by the undersigned in applying for this permit, including the undersigned's representations that all conditions of the permit shall be met and that the undersigned shall meet all DOT specifications, as well as all relevant Federal, State and local laws, rules or regulation in the activities authorized by this permit. This indemnification shall apply where the DOT may be partially responsible for the situation giving rise to the claim.

_____	_____
SIGNATURE OF APPLICANT	DATE

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8482

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Appointments for The Comprehensive Plan Steering Committee

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PURPOSE: To make appointments for the Comprehensive Plan Steering Committee and to decide which elected official will serve as a part of the Committee.

REASON: The Comprehensive Plan update that was previously approved requires the appointment of a Steering Committee.

RECOMMENDATION: City Planner recommends that Council appoint the following members to the Steering Committee:

- One Elected Official
- Planning Commission Chair
- BIDA representative
- Main Street Chair or representative
- Council appointed members (5) (1 per district and from Mayor)
- ARC staff assigned to the project
- City Planners (staff)
- Airport Affairs Manager (staff)
- Economic Development representative (staff)

BACKGROUND: One elected official is required to serve on the Committee. The Planning Commission and Board of Zoning Appeals will receive consistent updates throughout the process from the City Planner and can review materials and provide input. The Steering Committee provides an opportunity to have additional members from the community participate in the process.

The previous Comprehensive Plan Steering Committee:

- Mari Early - Principal, College Park Elementary School
- Dr. Lateshia Woodley - Principal, McClarin Success Academy
- Nija Meyer - Vice President for Strategic Marketing & Communications, Woodward Academy
- Tom Carpenter - College Park Main Street Association
- Barbara McKee - LIFT Community Development Corporation
- Don Winbush - Old National Merchants' Association
- Rev. Vicki Smith - College Park First United Methodist Church
- Pastor Marjorie Dent - Mercy Missionary Baptist Church
- Richard Pfleger - St. John's Episcopal Church
- Anthony Mitchell - Historic College Park Neighborhood Association
- Rod Mullice - Air Realty, LLC/Colliers International/Development Community
- Ambrose Clay - Ward 1 City Councilman
- Eileen Murphy - Ward 1 Planning Commissioner
- Andrea McDaniel - Ward 2 Board of Zoning Appeals Member
- Charles McCall - Ward 3 Board of Zoning Appeals Member
- Whitney Flemister - Ward 4 Planning Commissioner
- Rhonda Brown - At-Large Planning Commissioner
- Jeff Green - College Park Business & Industrial Development Authority (BIDA)

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: December 7, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Planning

Review:

- Michelle Alexander Completed 11/20/2020 9:14 AM
- Rosyline Robinson Completed 11/25/2020 1:27 PM
- City Attorney's Office Completed 12/02/2020 3:03 PM
- Terrence R. Moore Completed 12/03/2020 10:48 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8502

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Second Quarter Budget Adjustment Considerations

PURPOSE: Second Quarter Budget Considerations.

In response to the budget and forecast update which was presented by the City's Financial Advisor, Ed Wall at the November 2, 2020 workshop meeting , the attached documents are being presented for direction and approval.

The document includes recommendations to reduce cost and the opportunity to restructure debt to assist with the reduction of revenues as a direct result of COVID-19.

A budget amendment will be presented at the January 4th meeting to incorporate adjustments approved at the December 7th, 2020 Council meeting.

ATTACHMENTS:

- College Park Memo 12.1.20 (PDF)

Review:

- Althea Philord-Bradley Completed 12/03/2020 1:37 AM
- Rosyline Robinson Completed 12/03/2020 10:39 AM
- GICC Completed 12/03/2020 11:14 AM
- Terrence R. Moore Completed 12/03/2020 11:15 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

Memo

To: Mayor & Council

From: Terrence Moore, Mercedes Miller, Althea P. Bradley, Ed Wall

Date: 30 November 2020

Re: College Park Finances and Recommendations for Budget Savings

The COVID 19 Pandemic has been a perfect storm affecting a reduction in College park's revenues.

Mayor and Council made big changes in June to various funds to balance its annual FY 2021 Budget. Those were:

- A 10% increase in Sanitation Rates
- A 5% increase in Water & Sewer Rates
- A 25% increase in Electric Rates

The first quarter actual results for FY 2021 (July, August & September) show that we got all that right and those funds are performing exactly as we had hoped.

When we adopted the budget in June, we reduced assumptions related to the following funds based on assumptions that COVID 19 would fade and the economy would get back to normal:

- We cut the Hotel/Motel Tax Budget
- We cut the Car Rental Tax Budget
- We cut anticipated revenues for Arena and GICC

Unfortunately, the 3 months actual results have shown that we did not cut nearly enough and reality is far worse than anyone anticipated.

Our recommendations make the following assumptions:

- COVID 19 won't let up until May, 2021
- Revenues for Hotel/Motel Tax and Car Rental tax will stay suppressed the remainder of FY 2021 (until 30 June 21).
- Protocols related to preventing the spread of COVID 19 will cause the GICC in particular and the Arena in part to not be able to have events and will not produce any measurable revenues. Be specific:

To be specific:

Hotel/Motel Tax Revenue Budget for the 8% tax was $8,500,000. We have received approximately $380,000/month for our current year so far. (See Exhibit A). Assuming that remains the collection rate, we anticipate collecting $4,560,000 for the 8% tax. We anticipate the Hotel Special Tax District to produce the budget of $2,435,000. Our remaining FY 2021 budget needs to accommodate a ($4,000,000) reduction in revenues.

Car Rental Tax Budget assumed $3,600,000. We can anticipate that we will only receive $400,000 in December. The make whole guarantee from Atlanta kicks in after 2 years and they cut a check 6 months

after Atlanta's fiscal year 2020. So that would be on or about 30 December 2022. The Car Rental Fund had a cash fund balance to fund its obligations (Arena Debt Service) for FY 2021. We will need to figure out FY 2022 when we prepare next year's budget.

Arena Fund – It has an operating budget of $3,200,000. For the first 3 months, it had operating revenues of $69,000. Mercedes has submitted a list of expense reductions in Exhibit B. These recommended cuts total $984,000. We are assuming the Arena has additional revenues for the remainder of FY 2021 of $350,000. These adjustments are as follows:

Original Budget	(3,200,000)
Recommended cuts	984,000
Actual Revenues	69,000
Additional Expected Revenues	350,000
Net to be funded from General Fund	(1,797,000)

Convention Center Fund – It has an operating expense of $8,200,000. For the first 3 months, it produced revenues of $255,000. Mercedes has listed some recommended expense reductions in Exhibit C. Those recommended cuts total $2,500,000. Please note these recommendations necessitate closing the GICC completely for the months of January, February, March and April. This assumes reopening the GICC for the months of May and June. We expect revenues for those two months of $200,000. These adjustments are as follows:

Original Budget	(8,200,000)
Recommended cuts	2,500,000
Actual Revenues	255,000
Revenue for May/June	200,000
Net to be funded from General Fund	(5,245,000)

College Park Debt – We have identified certain Bond issues that can be refinanced and save the City money on a cash flow basis. We would take the principal that is due on certain bonds over the next 3 years and finance that over the next 15 years with interest only on the new debt for the next 3 years. The savings from this would be as follows:

FY 2021	$2,200,000
FY 2022	8,556,000
FY 2023	8,552,000
FY 2024	6,659,000

The extra interest costs to the City to do this is a present value ($1,224,000) over the 15 year period. (See Exhibit D).

General Fund – Please see Exhibit E for the suggested expense reductions on the General Fund saving $1,626,000.

What is the net effect of all those recommendations?:

Hotel Motel Tax	(4,000,000)
Car Rental Tax	0
Arena Fund	(1,800,000)
Convention Center Fund	(5,245,000)
College Park Debt	2,200,000
General Fund	1,626,000
To be funded from General Fund and other Funds	(7,219,000)

We will begin as a staff to start projections for budgets for FY 2022, 2023 & 2024. With hard work, sacrifice, and a little help from a vaccine, we will have multi-year recovery plan to restore our finance to pre COVID 19 levels.

Exhibit A – Hotel/Motel Tax Revenue Collections by Month

Hotel/Motel Receipts

FY2020

Collection Period	Collections/Bank	Month Received
Jul-19	953,308.56	
Aug-19	926,920.32	
Check	39,156.80	
Sep-19	908,241.36	
Oct-19	987,849.12	
Check	3,975.00	
Nov-19	755,418.41	
Check	34,759.88	
Dec-19	713,561.37	
Jan-20	949,962.03	
Check	33,446.11	
Feb-20	929,180.19	
Mar-20	445,028.62	
Apr-20	292,575.71	
Check	22,988.84	
May-20	206,035.96	Jul-20
Jun-20	282,067.16	Aug-20
Check	10,052.34	Aug-20
Check	6,681.73	Sep-20
Total	8,501,209.51	

FY2021

Collection Period	Collections/Bank	Month Received
Check	16,487.06	Aug-20
Jul-20	381,493.84	Sep-20
Refund	(20,786.90)	Sep-20
July Check	18,557.30	Oct-20
Aug-20	384,234.15	Oct-20
Sep-20	372,484.62	Nov-20
Total	1,152,470.07	

Exhibit B – Arena Fund Suggested Reductions in Expenses

Gateway Center Arena Estimated Savings

Account	Account Description	Amended Budget	YTD Transactions	Estimated Nov and Dec	Estimated thru 12/31/2020	Estimated Remaining Budget	Estimated Budget Reduction
EXPENSE							
Personnel Services							
51 5010	Salary/Operating	612,290 00	195,131.70	97,565.85	292,697.55	319,592.45	89,200.80
51 5020	Salary/Overtime	5,000 00	00	.00	0.00	5,000.00	5000
51 5030	Salary/Partime	42,600 00	00	.00	0.00	42,600.00	42600
51 5040	Shared Utility Payments	5,800 00	1,821.13	.00	0.00	5,800.00	3000
51 5041	Shared Personnel Costs	5,000 00	00	.00	0.00	5,000.00	0
51 5190	Medicare	9,496 00	2,574 33	1,287.17	3,861.50	5,634.50	1608.96
51 5200	Fica	2,663 00	00	.00	0.00	2,663.00	2663
	Personnel Services Totals	$682,849 00	$199,527.16	$98,853.02	298,380.18	$386,289.95	144,072.76
Employee Benefits							
51 5150	City Pension Contribution	125,581 00	42,779.71	21,389.86	64,169.57	61,411.43	17885.65
51 5161	Life Insurance	695 00	274 86	137.43	412.29	282.71	124.15
51 5163	ST Disability Insurance	1,000 00	160 65	80.33	240.98	759.03	0
51 5164	LT Disability Insurance	1,200 00	133.74	66.87	200.61	999.39	0
51 5165	Health Insurance	113,954 00	31,644.71	15,822.36	47,467.07	66,486.94	19666.45
51 5166	Dental Insurance	2,716 00	1,094 67	547.34	1,642.01	1,074.00	306.8
51 5180	Uniforms	15,000 00	00	.00	0.00	15,000.00	10000
	Employee Benefits Totals	$260,146 00	$76,088 34	$38,044.18	114,132.52	$146,013.49	47983.05
Communications & Util							
52 5240	Telephone	237,900 00	29,470 24	14,735.12	44,205.36	193,694.64	0
52 5260	Heat & Power	125,000 00	2,976 53	1,488.27	4,464.80	120,535.21	0
52 5270	Water	55,000 00	00	.00	0.00	55,000.00	0
52 5280	Other Communication/Util	18,000 00	00	.00	0.00	18,000.00	0
	Communications & Util Totals	$435,900 00	$32,446.77	$16,223.39	48,670.16	$387,229.85	$0.00
Rentals							
52 5360	Other Equipment Rental	20,000 00	00	.00	0.00	20,000.00	20000
	Rentals Totals	$20,000 00	$0 00	$0.00	0.00	$20,000.00	$20,000.00
Repair & Maintenance							
52 5710	R&M Furn. & Equip.	12,000 00	00	.00	0.00	12,000.00	6000
52 5730	R&M - D/P Equipment	26,908 00	2,382 88	1,191.44	3,574.32	23,333.68	5000
52 5780	Grounds	10,000 00	5,792 00	2,896.00	8,688.00	1,312.00	0
	Repair & Maintenance Totals	$48,908 00	$8,174 88	$4,087.44	12,262.32	$36,645.68	$11,000.00
Building Maintenance							
52 5740	R&M-Buildings	105,000 00	00	.00	0.00	105,000.00	0
	Building Maintenance Totals	$105,000 00	$0 00	$0.00	0.00	$105,000.00	0
Training & Education							
52 6200	Training	6,300 00	00	.00	0.00	6,300.00	6300
52 6210	Dues	2,485 00	495 00	.00	495.00	1,990.00	990
	Training & Education Totals	$8,785 00	$495 00	$0.00	495.00	$8,290.00	7290
Other Services & Charges							
52 3505	Mileage Reimbursement	400 00	00	.00	0.00	400.00	400
52 5451	Audit Fees	00	00	.00	0.00	.00	0
52 6000	Advertising Expense	200,000 00	15,423 39	7,711.70	23,135.09	176,864.92	100000
52 6050	Bank Charges	5,000 00	144 06	72.03	216.09	4,783.91	3000
52 6110	Other Insurance	00	110,697 58	55,348.79	166,046.37	(166,046.37)	0
52 6170	Contractual Services	350,000 00	205 20	102.60	307.80	349,692.20	250000
52 6171	Security Services	250,000 00	57,178 55	28,589.28	85,767.83	164,232.18	40000
52 6172	Contractual Services for Projects	77,250 00	25,000 00	12,500.00	37,500.00	39,750.00	0
52 6560	Workers Comp/Administrati	2,181 00	3,724 24	1,862.12	5,586.36	(3,405.36)	0
	Other Services & Charges Totals	$884,831 00	$212,373 02	$106,186.51	318,559.53	$566,271.47	393400

Gateway Center Arena Estimated Savings

Account	Account Description		Amended Budget	YTD Transactions	Estimated Nov and Dec	Estimated thru 12/31/2020	Estimated Remaining Budget	Estimated Budget Reduction
Materials & Supplies								
52 7300	Postage		200 00	00	.00	0.00	200.00	200
52 7320	Stationery & Printing		1,050 00	00	.00	0.00	1,050.00	550
52 7330	Copy Expense		5,000 00	932 83	466.42	1,399.25	3,600.76	2500
53 7000	Gas & Oil		5,000 00	00	.00	0.00	5,000.00	2500
53 7010	Tools/Shop Supplies		500 00	00	.00	0.00	500.00	250
53 7020	Janitorial Supplies		60,000 00	343 20	171.60	514.80	59,485.20	30000
53 7050	Medical Services/Supplies		1,000 00	00	.00	0.00	1,000.00	600
53 7121	Computer Hardware		36,500 00	00	.00	0.00	36,500.00	26500
53 7122	Computer Supplies		9,239 00	838.99	419.50	1,258.49	7,980.52	5000
53 7150	Other Operating Supplies		21,550 00	00	.00	0.00	21,550.00	15000
53 7310	Office Supplies		5,000 00	525 06	262.53	787.59	4,212.41	2500
		Materials & Supplies Totals	$145,039 00	$2,640 08	$1,320.04	3,960.12	$141,078.88	85600
Cost Of Sales								
52 6260	Management Fee		130,000 00	15,000 00	7,500.00	22,500.00	107,500.00	30000
52 6280	Contract Labor		125,000 00	3,083 58	1,541.79	4,625.37	120,374.63	60000
52 6290	Contract Miscellaneous		75,000 00	5,162.96	2,581.48	7,744.44	67,255.56	40000
53 5961	Expendable Reserve		20,000 00	00	.00	0.00	20,000.00	15000
53 5962	Marketing Reserve		30,000 00	00	.00	0.00	30,000.00	20000
53 5963	Kitchen Equipment Reserve		10,000 00	924.40	462.20	1,386.60	8,613.40	4000
53 5964	Bad Debt Reserve		1,750 00	00	.00	0.00	1,750.00	1250
53 6420	Concessions Purchased		20,000 00	2,088 27	1,044.14	3,132.41	16,867.60	10000
53 7030	Food & Dietary Supplies		186,600 00	(658.00)	(329.00)	(987 00)	187,587.00	90000
		Cost Of Sales Totals	$598,350 00	$25,601 21	$12,800.61	38,401.82	$559,948.19	270250
Capital Outlay								
54 7520	Buildings		00	105,548 00	.00	0.00	105,548.00	0
54 7550	Furniture/Fixtures New		00	00	.00	0.00	.00	0
54 7630	Other Equipment - New		5,000 00	00	.00	0.00	5,000.00	5000
54 7640	Other Equipment - Replace		00	00	.00	0.00	.00	0
		Capital Outlay Totals	$5,000 00	$105,548 00	$0.00	105,548.00	$110,548.00	5000
Debt Service								
58 1100	Bond Principal		1,735,000 00	1,735,000 00	867,500.00	2,602,500.00	(867,500.00)	0
58 2000	Bond Interest		1,134,819 00	581,506 25	290,753.13	872,259.38	262,559.63	0
		Debt Service Totals	$2,869,819 00	$2,316,506 25	$1,158,253.13	3,474,759.38	($604,940.38)	0
		EXPENSE TOTALS	$6,064,627 00	$2,979,400.71	$1,435,768.30	$4,415,169.01	$1,862,375.12	$984,595.81

Exhibit C – GICC Recommended Expense Reductions

GICC Estimated Savings

Account	Account Description	Amended Budget	YTD Transactions	Estimated NOV and Dec	Estimated thru 12/31/2020	Estimated Remaining Budget	Estimated Budget Reduction
EXPENSE							
Personnel Services							
51 5010	Salary/Operating	2,033,483.00	519,520.23	346,973.80	866,494.03	1,166,988.97	445,983.20
51 5020	Salary/Overtime	10,000.00	0.00	0.00	0.00	10,000.00	10,000.00
51 5030	Salary/Partime	150,000.00	7,106.25	1,000.00	8,106.25	141,893.75	118,494.75
51 5040	Shared Utility Payments	12,000.00	4,290.75	2,000.00	6,290.75	5,709.25	4,000.00
51 5041	Shared Personnel Costs	25,000.00	6,514.63	2,000.00	8,514.63	16,485.37	7,000.00
51 5190	Medicare	33,182.00	7,143.28	4,755.30	11,898.58	21,283.42	7,000.00
51 5200	Fica	10,500.00	1,085.73	645.05	1,730.78	8,769.22	7,306.72
	Personnel Services Totals	2,274,165.00	545,660.87	357,374.15	903,035.02	1,371,129.98	599,784.67
Employee Benefits							
51 5150	City Pension Contribution	386,831.00	111,131.11	69,870.00	181,001.11	205,829.89	89,424.09
51 5161	Life Insurance	2,180.00	626.08	400.00	1,026.08	1,153.92	521.43
51 5162	AD&D Insurance	46.00	0.00		0.00	46.00	0.00
51 5163	ST Disability Insurance	4,115.00	785.19	488.15	1,273.34	2,841.66	1,000.00
51 5164	LT Disability Insurance	3,652.00	685.67	426.60	1,112.27	2,539.73	500.00
51 5165	Health Insurance	377,880.00	98,188.40	60,545.00	158,733.40	219,146.60	88,932.09
51 5166	Dental Insurance	7,814.00	2,648.80	1,161.40	3,810.20	4,003.80	2,018.00
51 5180	Uniforms	20,000.00	550.00	0.00	550.00	19,450.00	19,450.00
	Employee Benefits Totals	802,518.00	214,615.25	132,891.15	347,506.40	455,011.60	201,845.61
New Personnel Costs							
51 5210	Position Consideration	3,000.00	0.00	0.00	0.00	3,000.00	3,000.00
	New Personnel Costs Totals	3,000.00	0.00	0.00	0.00	3,000.00	3,000.00
Communications & Util.							
52 5240	Telephone	252,300.00	25,433.20	20,000.00	45,433.20	206,866.80	5,000.00
52 5260	Heat & Power	1,000,000.00	413,805.54	206,902.50	620,708.04	379,291.96	0.00
52 5270	Water	80,000.00	29,559.17	15,000.00	44,559.17	35,440.83	5,000.00
52 5280	Other Communication/Util	24,900.00	8,016.10	4,000.00	12,016.10	12,883.90	0.00
	Communications & Util. Totals	1,357,200.00	476,814.01	245,902.50	722,716.51	634,483.49	10,000.00
Rentals							
52 5360	Other Equipment Rental	2,000.00	0.00	2,000.00	2,000.00	0.00	0.00
	Rentals Totals	2,000.00	0.00	2,000.00	2,000.00	4,000.00	6,000.00
Repair & Maintenance							
52 5700	R&M - Vehicles	3,016.00	151.33	1,000.00	1,151.33	1,864.67	500.00
52 5710	R&M Furn. & Equip.	42,600.00	4,746.16	5,000.00	9,746.16	32,853.84	5,000.00
52 5730	R&M - D/P Equipment	163,369.00	12,537.34	40,000.00	52,537.34	110,831.66	5,000.00
52 5780	Grounds	152,000.00	33,927.83	16,000.00	49,927.83	102,072.17	2,500.00
	Repair & Maintenance Totals	360,985.00	51,362.66	62,000.00	113,362.66	247,622.34	13,000.00
Building Maintenance							
52 5740	R&M-Buildings	226,500.00	30,161.98	25,000.00	55,161.98	171,338.02	7,000.00
	Building Maintenance Totals	226,500.00	30,161.98	25,000.00	55,161.98	171,338.02	7,000.00
Training & Education							
52 6200	Training	4,875.00	120.00	0.00	120.00	4,755.00	3,000.00
52 6210	Dues	14,178.00	5,016.17	4,000.00	9,016.17	5,161.83	1,000.00
52 6230	Conventions/Meetings	3,000.00	0.00	1,000.00	1,000.00	2,000.00	500.00

GICC Estimated Savings

Account	Account Description	Amended Budget	YTD Transactions	Estimated NOV and Dec	Estimated thru 12/31/2020	Estimated Remaining Budget	Estimated Budget Reduction
	Training & Education Totals	22,053.00	5,136.17	5,000.00	10,136.17	11,916.83	4,500.00
Other Services & Charges							
52 3505	Mileage Reimbursement	200.00	82.44	10.00	92.44	107.56	75.00
52 5290	Central Plant - Misc.	15,000.00	6,694.66	3,500.00	10,194.66	4,805.34	0.00
52 5450	Legal Fees	1,000.00	0.00	0.00	0.00	1,000.00	0.00
52 6000	Advertising Expense	11,000.00	1,669.71	3,000.00	4,669.71	6,330.29	3,000.00
52 6050	Bank Charges	54,000.00	1,725.51	10,000.00	11,725.51	42,274.49	20,000.00
52 6100	Auto Insurance	2,742.00	3,381.73	0.00	3,381.73	-639.73	0.00
52 6110	Other Insurance	163,285.00	117,117.92	0.00	117,117.92	46,167.08	0.00
52 6130	Miscellaneous Services	0.00	0.00	0.00	0.00	0.00	0.00
52 6170	Contractual Services	50,000.00	0.00	5,000.00	5,000.00	45,000.00	20,000.00
52 6171	Security Services	345,000.00	40,339.77	17,000.00	57,339.77	287,660.23	60,000.00
52 6193	City Wide Events	0.00	0.00	0.00	0.00	0.00	0.00
52 6240	Auto Allowance	6,000.00	2,000.00	1,000.00	3,000.00	3,000.00	0.00
52 6560	Workers Comp/Administrati	12,905.00	14,198.65	0.00	14,198.65	-1,293.65	0.00
52 6590	Contingencies	50,000.00	0.00	0.00	0.00	50,000.00	0.00
52 6600	Claims Workers Comp.	0.00	1,445.59	0.00	1,445.59	-1,445.59	0.00
	Other Services & Charges Totals	711,132.00	188,655.98	39,510.00	228,165.98	482,966.02	103,075.00
Materials & Supplies							
52 7300	Postage	325.00	2.37	25.00	27.37	297.63	150.00
52 7320	Stationery & Printing	3,600.00	0.00	500.00	500.00	3,100.00	1,500.00
52 7330	Copy Expense	10,800.00	603.44	2,000.00	2,603.44	8,196.56	0.00
53 7000	Gas & Oil	7,000.00	1,247.75	600.00	1,847.75	5,152.25	2,000.00
53 7010	Tools/Shop Supplies	1,000.00	761.00	0.00	761.00	239.00	
53 7020	Janitorial Supplies	63,140.00	777.51	3,000.00	3,777.51	59,362.49	21,000.00
53 7050	Medical Services/Supplies	600.00	0.00	0.00	0.00	600.00	400.00
53 7121	Computer Hardware	40,700.00	599.00	15,000.00	15,599.00	25,101.00	5,000.00
53 7122	Computer Supplies	12,500.00	1,516.07	2,000.00	3,516.07	8,983.93	2,500.00
53 7150	Other Operating Supplies	10,000.00	0.00	1,000.00	1,000.00	9,000.00	7,000.00
53 7310	Office Supplies	2,000.00	1,178.04	500.00	1,678.04	321.96	0.00
	Materials & Supplies Totals	151,665.00	6,685.18	24,625.00	31,310.18	120,354.82	39,550.00
Cost Of Sales							
52 6260	Management Fee	284,000.00	15,000.00	15,000.00	30,000.00	254,000.00	234,000.00
52 6280	Contract Labor	750,000.00	165,723.97	140,000.00	305,723.97	444,276.03	340,000.00
52 6290	Contract Miscellaneous	272,500.00	23,518.35		23,518.35	248,981.65	70,000.00
53 5961	Expendable Reserve	30,000.00	0.00	3,000.00	3,000.00	27,000.00	20,000.00
53 5962	Marketing Reserve	90,000.00	5,159.89	8,000.00	13,159.89	76,840.11	20,000.00
53 5963	Kitchen Equipment Reserve	30,000.00	10,901.95	10,000.00	20,901.95	9,098.05	0.00
53 5964	Bad Debt Reserve	14,000.00	0.00		0.00	14,000.00	0.00
53 6420	Concessions Purchased	60,000.00	2,961.24		2,961.24	57,038.76	55,000.00
53 7030	Food & Dietary Supplies	725,000.00	19,375.92		19,375.92	705,624.08	675,000.00
	Cost Of Sales Totals	2,255,500.00	242,641.32	176,000.00	418,641.32	1,836,858.68	1,414,000.00
Capital Outlay							
54 7560	Furniture/Fixtures Replac	0.00	0.00	0.00	0.00	0.00	0.00

GICC Estimated Savings

Account	Account Description	Amended Budget	YTD Transactions	Estimated NOV and Dec	Estimated thru 12/31/2020	Estimated Remaining Budget	Estimated Budget Reduction
54 7640	Other Equipment - Replace	201,475.00	22,747.22	0.00	22,747.22	178,727.78	100,000.00
	Capital Outlay Totals	201,475.00	22,747.22	0.00	22,747.22	178,727.78	100,000.00
Debt Service							
58 1100	Bond Principal	5,065,000.00	5,065,000.00	0.00	5,065,000.00	0.00	0.00
58 2000	Bond Interest	810,957.00	434,421.50	0.00	434,421.50	376,535.50	0.00
	Debt Service Totals	5,875,957.00	5,499,421.50	0.00	5,499,421.50	376,535.50	0.00
	EXPENSE TOTALS	14,244,150.00	7,283,902.14	1,070,302.80	8,354,204.94	5,893,945.06	2,501,755.28

Exhibit D – Debt Restructure Memo

PIPER | SANDLER

Piper Sandler & Co. Since 1895. Member SIPC and NYSE

Memo

To: Bianca Motley Broom, Mayor
Althea Philord-Bradley, Director of Accounting and Finance

From: Ed Wall & Whit Moloney

Date: 18 November 2020

Re: Debt Restructuring

Piper Sandler ("Piper"), in conjunction with the City of College Park (GA) ("City"), has been looking for alternatives methods to counter the budget and revenue pressure in this current fiscal year and anticipated pressures in the next two fiscal years because of the COVID19 Pandemic.

Piper looked at several refunding and restructuring options to alleviate the short-term demands on the City's debt service requirement. Year-to-date, exlcuding the GEFA loans, the City has retired $9,035,000 in principal and paid $2,521,278 in interest. We have identified the following bonds/loans that can potentially be refunding to provide relief within the BIDA Fund:

- Convention Center, Series 2013 ($8,320,000);
- Convention Center, Series 2016 ($24,615,000);
- Redevelopment Authority, Series 2013 (Public Safety Building) ($3,235,000);
- Redevelopment Authority, Series 2014 (Atlanta Land Purchase) ($1,420,000);
- Redevelopment Authority, Series 2014 (Hotel) ($3,965,000);
- Redevelopment Authority, Series 201 (Land) ($3,000,000); and
- Water & Sewer Revenue Bonds, Series 2015 ($5,905,000) (the "Refunded Bonds")

We have assumed that the City has extended the maturity of the Refunded Bonds 15-years, with no principal due the first three years, and solved for level debt service thereafter.

As you will see in the attached chart, assuming successful execution of the financings, the City could achieve debt sevice relief as follows:

- FY2021 $2,213,813
- FY2022 $8,556,579
- FY2023 $8,552,388
- FY2024 $6,659,906

Below is a comparison of the City's current Debt Service schedule versus the proposed restructuring:

PIPER | SANDLER

Piper Sandler & Co. Since 1895. Member SIPC and NYSE

Fiscal Year	Prior Debt Service	Proposed Debt Service	Savings
6/30/2021*	4,982,587	2,768,774	2,213,813
6/30/2022	16,697,481	8,140,902	8,556,579
6/30/2023	16,685,535	8,133,147	8,552,388
6/30/2024	16,702,617	10,042,711	6,659,906
6/30/2025	16,191,717	13,992,474	2,199,243
6/30/2026	15,344,431	13,980,078	1,364,353
6/30/2027	15,349,866	13,988,626	1,361,240
6/30/2028	9,477,156	13,987,133	(4,509,977)
6/30/2029	9,477,981	13,995,657	(4,517,676)
6/30/2030	9,475,461	13,993,617	(4,518,157)
6/30/2031	9,488,040	14,009,485	(4,521,445)
6/30/2032	8,700,763	13,224,569	(4,523,806)
6/30/2033	8,687,170	13,212,467	(4,525,296)
6/30/2034	8,685,928	13,210,118	(4,524,190)
6/30/2035	8,511,686	13,041,916	(4,530,230)
6/30/2036	8,496,319	12,404,805	(3,908,486)
6/30/2037	5,072,483	5,072,483	-
6/30/2038	3,304,096	3,304,096	-
	191,331,315	200,503,056	(9,171,741)
		Net Present Value	**(1,224,885)**

* City has already paid to date $9,035,000 in principal and $2,521,278 in interest (not counting GEFA loans)

On a Net Present Value basis (the value of future cash flows in today's dollars), the cost to refinancing and restructuring the Refunded Bonds is $1,224,885, inclusive of the cost of issuing new bonds.

Regards,

Ed Wall
Managing Director

Whit Moloney
Senior Vice President

Enclosed: Schedules

1442 Dresden Drive, Suite 257 Atlanta, Georgia 30319 (404) 846-9571 Fax: (404) 745-8098

Exhibit E – General Fund Expense Reductions

Budget Adjustments

General Fund Reductions

Department Adjustments

Non-Depatmental	Proposed Reductions		32,181.00	
Information Technology	Proposed Reductions		56,707.00	
Fire	Proposed Reductions		131,400.00	
Parks	Proposed Reductions		126,000.00	Part-time budget & capital
Highways & Streets	Proposed Reductions		50,707.00	Salaries Vacant postion
Recreation	Proposed Reductions		312,217.00	Salaries Vacant postions & Operating
		Sub- Total	**709,212.00**	
		Total General Fund Reductions	**709,212.00**	

Car Rental Reductions

Police	Proposed Reductions		**917,500.00**	General Fund Capital Budget funded by Car Rental
		Total Reductions	**1,626,712.00**	

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8499

DATE: December 2, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: Request to Temporarily Close the GICC & Arena

Based on the current pandemic and economic downturn, I am seeking permission from the Honorable Mayor and Council to close the GICC effective January 1, 2021 through April 30, 2021. Current and projected revenues at this time does not support the facility remaining open. However, to ensure a speedy return to business, I am also requesting essential staff to remain on site at the GICC and Gateway Arena in order to solicit and book new and returning business, to maintain and conduct the necessary service and maintenance to ensure optimal readiness once we reopen and security to protect and monitor the campus.

Thank you.

Review:

- Mercedes Miller Completed 12/01/2020 6:42 PM
- Rosyline Robinson Completed 12/02/2020 11:38 AM
- Althea Philord-Bradley Completed 12/03/2020 9:53 AM
- Terrence R. Moore Completed 12/03/2020 10:53 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8486

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Revisions to the Acceptable Use of City-Owned Vehicles Policy

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PURPOSE: Update regarding revisions to the *City of College Park's Acceptable Use of City-Owned Vehicles policy.*

On November 17, 2020, a city council member collided with a parked car while driving a city vehicle. While there was minor property damage, the parked vehicle was not occupied and no one was injured.

I have since been asked whether the city policies establishing accident protocols-particularly the one requiring immediate drug and alcohol screening--can be applied to elected officials. I have reviewed the applicable city policies and, as I anticipated, these policies by their plain terms apply only to city employees and **do not** extend to elected officials. Thus, the requirement for drug and alcohol testing cannot be applied here.

The Office of the City Manager is hereby executing revisions to said policy, as noted offering specific clarity that only employees (not elected officials, volunteers, interns, or citizens who may be working on city business) are authorized to operate city-owned vehicles.

Meanwhile, as noted in the attached memorandum from Deputy Chief of Police Sharis McCrary, the aforementioned vehicle accident will result in the City of College Park being responsible for a $1,000.00 deductible expense. Likewise, the newly revised policy is being forwarded to the City's insurance carriers for respective clarity and edification purposes as well.

Thank you.

ATTACHMENTS:

- Acceptable Use of City-Owned Vehicles Policy (PDF)
- Acceptable Use of City-Owned Vehicles Policy_Proposed Revision (PDF)
- Letterhead PD official (002) (DOCX)

Review:

- Terrence R. Moore Completed 12/01/2020 11:50 AM
- Rosyline Robinson Completed 12/02/2020 11:15 AM
- City Attorney's Office Completed 12/02/2020 4:57 PM
- Mercedes Miller Completed 12/02/2020 11:24 AM
- Sharis McCrary Completed 12/03/2020 10:38 AM
- Terrence R. Moore Completed 12/03/2020 10:54 AM
- Mayor & City Council Pending 12/07/2020 7:30 PM

Chapter:	**Miscellaneous**	**Effective:**	**05-21-12**
Policy / Procedure:	**Acceptable Use of City-Owned Vehicles**	**Revised:**	
Section:	**12.3**	**Page**	**1 of 2**
		City Mgr.:	

I. Purpose: To provide the policies and procedures for use of City-owned vehicles of the City of College Park.

II. Scope: This policy applies to all employees authorized to operate city-owned vehicles (i.e. cars, trucks, buses, and motorized equipment owned by the City of College Park) for conducting City business with the exception of Police and Fire Safety personnel.

III. Policy Statement: The personal use (i.e. activities that do not contribute to the delivery of City services or the performance of City business) of City-owned vehicles is strictly prohibited. Any employee driving a City vehicle shall have a valid Georgia driver's license. Employees and all other passengers are required to be properly restrained by seat belts and/or other installed restraints at all times while driving or riding in City vehicles. See Seat Belts, section 9.2.

Use of Personal Vehicle on Official City Business

Employees are required to use City vehicles whenever possible to attend training or other official business assignments away from the workplace. When a City vehicle is available, but an employee desires to use their personal vehicle for their personal reasons, and they are approved to do so by their Department Head (Division Commander in the Police Department), the City will only pay for gas consumption, not the normal mileage rate.

If a City or departmental vehicle is not available, employees may use their own vehicles if approved by their Department Head or his/her designee. In this case, the driving of a personal vehicle is for the benefit of the City, and the employee will be paid the regular mileage rate for the mileage driving to and from the training assignment (only one round trip per assignment).

Any employee using a personal vehicle on City business shall be required to maintain auto liability insurance of at least the state minimum limits.

Cellular Telephones

Employees are prohibited from using cellular telephones while operating any type of city vehicle except during approved emergencies. In the event an employee is involved in accident on City time, phone records are subject to review.

IV. Responsibilities and Administrative Procedures:

A. Responsibility

Members of Management.

Department Heads and supervisors shall monitor the authorized use of City vehicles.

Employees/Authorized Users

1. Employees must obtain authorization prior to using City-owned vehicles to conduct City business.
2. Employees driving City vehicles must maintain a valid Georgia driver's license.
3. Operators are responsible for ensuring all passengers are properly secured prior to any movement of the vehicle.
4. Operators are required to report all accidents to your supervisors/department and to the designated Risk Management Agency. Insurance Cards must be kept in the insured vehicle and presented upon request.

B. Procedures

1. All drivers of City-owned vehicles must follow all safety and legal requirements of the City and state and any other jurisdiction where it is operated.
2. Employees must obtain authorization to take City vehicles outside the corporate limits of the City of College Park.
3. City vehicles shall not be used for personal use without the Department Head or his/her designee authorization.
4. City vehicles may be used to transport non-City employees during normal business hours when this is in the official performance of the employee's duties.
5. Smoking is prohibited in all City vehicles.

Chapter:	**Miscellaneous**	**Effective:**	**05-21-12**
Policy / Procedure:	**Acceptable Use of City-Owned Vehicles**	**Revised:**	
Section:	**12.3**	**Page**	**1 of 2**
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***INSERT TEXT BELOW.

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5. Smoking is prohibited in all City vehicles.

COLLEGE PARK POLICE DEPARTMENT

FERMAN WILLIFORD
CHIEF

SHARIS MCCRARY
DEPUTY CHIEF

Memorandum

DATE: November 30, 2020

TO: Terrence Moore

FROM: Sharis McCrary

THROUGH: Chief F. Williford

REF: City Vehicle Accident

Executive Command Staff was notified of a city vehicle involved in a minor accident on November 17, 2020 approximately 3:08pm on Greenspring Rd. The city vehicle was identified as a code enforcement vehicle (2019 Ford F150 tag # GV7612M).

It was also brought to our attention that Councilman Gay was the driver of the vehicle at the time of the minor accident and was considered the at fault driver. We were informed he was backing up when the incident occurred.

This city vehicle is the assigned vehicle of employee Shiya Townsend, she was present as a passenger in the vehicle with Councilman Gay during the time of incident.

Although the accident seemed minor in nature, we are responsible for the deductible. The deductible is $1,000.00.

For any additional details see accident report number 20-11525.

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST DOC ID: 8490

DATE: December 2, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Delinquent Property Tax Payers Update

REASON: To provide Mayor and Council with the names, addresses, and outstanding balances of the top ten delinquent property tax payers as well as a brief update on collection efforts.

RECOMMENDATION: To proceed with established policies and procedures to ensure collection of these accounts. To escalate the collection process as appropriate to minimize the loss of revenue.

BACKGROUND: The City of College Park contracts with GTS (Government Tax Services) to facilitate the collection of delinquent accounts to the extent necessary. Past collection efforts have included GTS providing assistance with filing liens and assisting with tax sales.

COST TO CITY: Varies with each situation.

BUDGETED ITEM: None.

REVENUE TO CITY: Varies with each situation.

CITY COUNCIL HEARING: December 7, 2020

OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: Aggressive collection efforts to full extent of the law.

STAFF: Philip Latona, Property Tax Accountant

ATTACHMENTS:

- Top Ten Delinq Property Tax Accounts 11252020 (PDF)
- Top Ten Delinq Property Tax Accounts 11252020 2018 (PDF)

Review:

• Althea Philord-Bradley	Completed	12/02/2020 12:44 PM
• Rosyline Robinson	Completed	12/02/2020 1:35 PM
• Terrence R. Moore	Completed	12/02/2020 1:56 PM
• Mayor & City Council	Pending	12/07/2020 7:30 PM

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of November 25th, 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
	ComfortInn Atlanta Airport Hotel	1888 Sullivan Rd		$ 15,016.23	Clayton - Personal	Due Date was 10/30/20 - Personal Property Valuation Change Reaching out to Property Owners and CPA firm responsible for valuation	2019
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		$ 10,982.23	Clayton - Real	11/17/20 - Email correspondence with principal investors - Working with local representative of ownership group to facilitate payments,and informing of delinquency fees as they approach Working on final wire transfer for 2019 balance Informed 2020 Base Taxes are $19 2K	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		$ 5,250.45	Fulton - Real	9/10/20 Spoke with bankruptcy trustee - Filed claim with Northern District of Georgia US Bankruptcy Court	2019
Filed	Simply Books	Hartsfield Atrium	The Hudson Group	$ 2,674.88	Clayton - Personal	11/25/20 Correspondence from contact at Hudson Group - Payments were not released. Going to seek ATL Concessions help.	2019
Filed	Dover Cylinder Head	2539 Sullivan Rd		$ 2,153.21	Fulton - Personal	11/17/20 No Contact made - 9/9/20 Possible Business Closure. Located a non-business mailing address of principal owner out of state- mailing statement	2019
Filed	Uncle Maddio's Pizza	Hartsfield Conc T	DNCTHS Atlanta Partners JV	$ 1,681.49	Clayton - Personal	10/8/20 Emailed contact found on Bus License module	2019
	Hohwald Warren A	2152 W Lyle Rd		$ 1,479.87	Fulton - Real	Due 10/17/20 - Spoke with owner, referred to County Tax Assessor's Office - Removal of Homestead Exemption. Looking into Intent to Fifa Lien filing	2017-2019
Filed	DJ Paradise Chicken	4601 Welcome All Rd		$ 1,342.09	Fulton - Personal	Researching business - Real Estate falls under City of South Fulton	2019
Filed	Advantage OPCO LLC	2200 Rental Car Center		$ 1,099.72	Fulton - Personal	Chp 11 filing 5/29/20 - under Advanatage Holdco ET AL- claim info provided Legal counsel	2019
Filed	Tabb Andrew	5165 Hanover St		$ 658.09	Clayton - Real	10/8/20 Found new mailing address - resent statement	2019
				$ 42,338.26			

Y Represents Lien filed against account.
NA Signifies account has not met statutory requirement for lien to be filed

Inactive Acount - off active list - candidates to write-off

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	$ 24,676.58	Fulton - Personal Property	Corporation dissolved 5/16/2008	2000-2003
Western Pacific	Airline		39,223.87	13K Base Ad Valorem	Chapter 11 - February 1998	
Vanguard Airlines	Airline		9,235.65	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,838.14	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,400.51	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,951.13	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of November 25th, 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Zenga Store	Hartsfield/Concourse A		$ 1,298.48	Clayton - Personal	11/25/20 Correspondence from contact at Hudson Group - Payments were not released. Going to seek ATL Concessions help.	2018
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		$ 1,356.05	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - ownership confirmed /working account. 10/23/20 Working with Tax Sale consultants found owners address	2018-2019

CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8500

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Top 10 Delinquent Customers

PURPOSE: To update Mayor/Council regarding Top 10 delinquent customers, commercial and residential.

REASON: To keep updated on Top 10 commercial and residential accounts to ensure the accounts balances are current.

RECOMMENDATION: To deliver information to Mayor/Council by Customer Service team.

BACKGROUND: Each council meeting we deliver data that indicates who the Top 10 customers are based on balances owed, length of time unpaid.

COST TO CITY: N/A.

BUDGETED ITEM: N/A.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: December 7, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Customer Service Manager

ATTACHMENTS:

- CF Aging 11-30-2020 Redacted (DOCX)
- CC Aging 11-30-2020 Redacted (DOCX)
- RF Aging 11-30-2020 Redacted (DOCX)
- RC Aging 11-30-2020 Redacted (DOCX)
- November 2020 Cut-on report 113020 - Redact (XLSX)
- Top Ten Report 12012020 - Redact (XLSX)

Review:

• Althea Philord-Bradley	Completed	12/02/2020 2:12 PM
• Rosyline Robinson	Completed	12/03/2020 9:20 AM
• Terrence R. Moore	Completed	12/03/2020 10:57 AM
• Mayor & City Council	Pending	12/07/2020 7:30 PM

City of College Park — A / R A G I N G — 11/30/2020 08:08:45 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Payment Date	Last Payment Amount	
Cycle:	**1**										
				2441.46	1391.95	0.00	0.00	3833.41	11/11/2020	1000.00	
				799.94	430.53	0.00	0.00	1230.47	11/20/2020	900.00	
2 Subtotals for Cycle 001				**3241.40**	**1822.48**	**0.00**	**0.00**	**5063.88**			
Cycle:	**8**										
				2567.94	1095.57	0.00	0.00	3663.51	09/29/2020	1149.59	O
				1507.30	808.99	0.00	0.00	2316.29	09/25/2020	2089.90	T
				791.58	389.11	439.74	350.49	1970.92	08/05/2020	937.91	O
				1595.27	1138.07	325.58	0.00	3058.92	10/26/2020	1000.00	T
				323.80	292.28	265.70	1979.14	2860.92	12/13/2019	109.00	T
				250.11	67.14	79.87	1138.83	1535.95			O
				330.88	349.36	455.03	252.79	1388.06	11/09/2020		T
				643.41	376.34	31.37	0.00	1051.12	10/23/2020	400.00	
8 Subtotals for Cycle 008				**8010.29**	**4516.86**	**1597.29**	**3721.25**	**17845.69**			
Cycle:	**15**										
				1011.40	107.91	0.00	0.00	1119.31	11/13/2020	1000.00	T
				3449.65	158.36	0.00	0.00	3608.01	11/20/2020	1583.55	O
				12536.28	6570.56	0.00	0.00	19106.84	10/09/2020	500.00	
				1185.92	791.82	230.50	0.00	2208.24	11/06/2020	777.68	T
				1191.96	650.67	51.13	0.00	1893.76	11/16/2020	731.47	T
				1276.86	761.33	0.00	0.00	2038.19	09/28/2020	1639.52	T
				715.52	480.83	0.00	0.00	1196.35	09/10/2020	516.65	
				621.76	307.65	328.11	0.00	1257.52	08/12/2020	161.27	T
				826.62	393.44	393.62	698.92	2312.60	11/02/2020	100.00	T
9 Subtotals for Cycle 015				**22815.97**	**10222.57**	**1003.36**	**698.92**	**34740.82**			
Cycle:	**21**										
				68.00	34.00	34.00	1140.10	1276.10	10/30/2020	50.00	O
1 Subtotals for Cycle 021				**68.00**	**34.00**	**34.00**	**1140.10**	**1276.10**			

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle:	**25**										
				480.81	480.81	480.81	480.81	1923.24	07/28/2020	480.81	T
1 Subtotals for Cycle 025				**480.81**	**480.81**	**480.81**	**480.81**	**1923.24**			
21 Grand Totals				**34616.47**	**17076.72**	**3115.46**	**6041.08**	**60849.73**			

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'CF' AND end_date IS NULL)

City of College Park A / R A G I N G 11/30/2020 08:08:51 Page: 3

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount

City of College Park A / R A G I N G 11/30/2020 08:08:55 Page: 4

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount

City of College Park A / R A G I N G 11/30/2020 08:08:56 Page: 5

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount

City of College Park — A / R A G I N G — 11/30/2020 08:09:49 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Payment Date	Last Payment Amount	
Cycle: 15											
				8942.53	500.00	0.00	0.00	9442.53	11/20/2020	3380.92	O
1 Subtotals for Cycle 015				**8942.53**	**500.00**	**0.00**	**0.00**	**9442.53**			
1 Grand Totals				**8942.53**	**500.00**	**0.00**	**0.00**	**9442.53**			

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'CC' AND end_date IS NULL)

City of College Park A / R A G I N G 11/30/2020 08:09:52 Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount

City of College Park — A / R A G I N G — 11/30/2020 08:05:35 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Payment Date	Last Payment Amount	
Cycle:	**1**										
				234.81	215.48	195.78	1719.87	2365.94	02/04/2019	47.81	
				194.05	153.87	176.96	666.79	1191.67	02/29/2020	315.00	T
				349.36	471.02	480.17	0.00	1300.55	08/27/2020	678.00	O
				254.60	171.81	211.35	396.98	1034.74	07/26/2020	350.00	T
				556.28	362.07	225.64	0.00	1143.99	09/21/2020	500.00	T
				726.00	363.00	40.65	206.86	1336.51			O
				728.38	253.52	431.44	232.48	1645.82	10/26/2020	200.00	O
				414.59	333.18	407.13	0.00	1154.90	09/04/2020	362.00	T
				305.45	121.85	323.75	823.62	1574.67			
				580.59	322.48	327.15	343.20	1573.42	10/23/2020	322.48	T
				372.85	323.00	352.98	0.00	1048.83	08/03/2020	239.65	T
				268.57	286.32	336.61	144.76	1036.26	09/03/2020	65.38	
				370.28	266.51	274.55	377.89	1289.23	06/02/2020		T
				865.39	499.32	0.00	0.00	1364.71	10/26/2020		O
				459.09	304.46	342.35	470.21	1576.11	10/17/2020	300.38	
				633.84	690.17	209.83	0.00	1533.84	11/16/2020	100.00	
				1265.73	743.93	435.19	0.00	2444.85	10/02/2020	1000.00	O
				1974.74	1546.68	0.00	0.00	3521.42	11/20/2020	500.00	T
				564.09	451.06	59.19	0.00	1074.34	11/18/2020	100.00	T
				490.83	354.51	349.54	0.00	1194.88	10/30/2020	50.00	O
				593.97	222.41	324.35	654.93	1795.66	05/05/2020		
				536.48	266.77	373.06	1420.91	2597.22	11/19/2020	500.00	T
				247.85	150.82	223.80	403.75	1026.22			T
				792.38	533.62	535.77	790.75	2652.52	08/28/2020	395.50	T
24	**Subtotals for Cycle 001**			**13780.20**	**9407.86**	**6637.24**	**8653.00**	**38478.30**			
Cycle:	**8**										
				815.04	417.79	920.86	0.00	2153.69	11/21/2020	100.00	O
				467.22	475.72	831.42	78.68	1853.04	09/16/2020	100.00	
				702.01	384.94	542.15	109.86	1738.96	10/26/2020	450.00	
				656.68	351.95	188.13	0.00	1196.76			O
				763.86	329.09	271.79	365.22	1729.96	10/02/2020	300.00	
				729.40	525.40	530.31	0.00	1785.11	11/10/2020	380.00	T
				985.34	632.10	566.39	810.06	2993.89	09/08/2020	400.00	O
				366.45	270.16	418.48	87.43	1142.52	10/19/2020	250.00	T
				224.24	192.97	334.86	314.91	1066.98	11/08/2020	106.92	T
				178.54	163.29	297.39	1216.90	1856.12	07/19/2020	65.00	T
				576.14	257.49	395.01	804.02	2032.66	08/10/2020	700.00	T
				1386.66	543.46	71.43	0.00	2001.55	11/05/2020	50.00	T
				359.41	87.99	329.45	600.13	1376.98	11/20/2020	100.00	T
				412.61	180.69	250.81	215.62	1059.73	08/21/2020	347.00	T
				700.44	251.61	254.22	447.38	1653.65	08/12/2020	390.00	T

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
				428.95	406.86	209.40	0.00	1045.21	11/16/2020	146.00	T
				444.34	203.64	359.30	435.81	1443.09	11/10/2020	150.00	
				546.40	393.31	127.05	0.00	1066.76	11/17/2020	367.34	O
				518.59	270.14	260.60	0.00	1049.33	09/14/2020	400.00	O
				291.95	153.21	275.30	606.46	1326.92	04/16/2020	109.70	T
				486.07	364.46	485.80	197.67	1534.00	09/23/2020	150.00	T
				451.48	249.15	346.15	558.30	1605.08	08/11/2020	300.00	T
				668.03	253.74	402.22	0.00	1323.99	08/31/2020	1746.29	T
				146.87	214.75	325.33	464.09	1151.04			T
				495.30	427.50	583.62	85.92	1592.34	11/20/2020	100.00	T
				580.16	286.16	400.73	729.69	1996.74	06/15/2020	200.00	T
				376.65	250.65	289.81	1336.83	2253.94	10/01/2020	175.00	
				604.00	282.23	479.32	600.56	1966.11	06/22/2020	56.09	T
				303.12	191.01	305.27	598.66	1398.06	02/21/2020	131.19	T
				503.50	373.30	359.03	782.96	2018.79	08/14/2020	300.00	T
				164.03	95.19	207.44	591.53	1058.19	08/11/2020	100.0	
				342.54	153.98	221.70	528.49	1246.71	07/31/2020	102.00	T
				262.53	184.29	302.38	571.41	1320.61	06/29/2020	100.00	T
				164.14	104.73	136.66	1051.42	1456.95	09/10/2020	100.00	T
				388.00	248.17	256.47	151.85	1044.49			O
				230.48	322.52	547.71	0.00	1100.71			T
				379.97	224.58	351.61	367.20	1323.36	11/02/2020	36.00	T
				213.08	143.21	110.13	768.31	1234.73	10/05/2020	75.00	T
				569.37	241.94	322.08	453.13	1586.52	07/05/2020	261.00	T
				398.17	324.97	362.15	0.00	1085.29	08/25/2020	313.93	T
				549.49	287.14	324.49	161.28	1322.40	09/17/2020	324.49	T
				238.38	111.25	209.19	662.50	1221.32	07/30/2020	450.00	
				538.50	284.86	346.76	459.81	1629.93	10/19/2020	200.00	O
				859.94	719.56	225.24	0.00	1804.74	11/18/2020	170.00	O
				307.84	275.55	362.32	142.93	1088.64	11/04/2020	100.00	T
				81.94	41.08	70.98	1365.58	1559.58	02/06/2020	608.92	
				514.74	296.22	388.08	0.00	1199.04	10/26/2020	644.00	T
				1079.80	378.02	93.03	0.00	1550.85	10/24/2020	225.00	T
48		**Subtotals for Cycle 008**		**23454.39**	**13822.02**	**16250.05**	**18722.60**	**72249.09**			

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 15											
				299.37	227.36	337.55	143.90	1008.18	09/22/2020	500.00	T
				511.76	255.53	243.06	138.41	1148.76	09/19/2020	250.59	T
				81.11	170.54	217.21	766.79	1235.65	08/31/2020	37.00	T
				167.62	191.17	258.69	649.26	1266.74	08/13/2020	500.00	T
				1095.93	633.71	811.09	0.00	2540.73	09/22/2020	600.00	T
				414.75	222.13	397.61	0.00	1034.49	09/09/2020	334.00	O
6 Subtotals for Cycle 015				**2570.54**	**1700.44**	**2265.21**	**1698.36**	**8234.55**			
78 Grand Totals				**39805.13**	**24930.32**	**25152.50**	**29073.96**	**118961.91**			

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'RF' AND end_date IS NULL)

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Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 8											
				115.89	124.79	255.07	506.24	1001.99	02/26/2020	180.00	T
				198.13	114.94	188.05	533.00	1034.12	01/04/2020	99.52	T
				518.04	264.65	358.93	596.73	1738.35	01/31/2020	56.94	T
3 Subtotals for Cycle 008				**832.06**	**504.38**	**802.05**	**1635.97**	**3774.46**			
Cycle: 15											
				614.87	398.79	59.24	0.00	1072.90	10/23/2020	140.00	T
				254.57	173.56	247.20	363.62	1038.95	10/22/2020	125.00	T
				1182.02	201.29	0.00	0.00	1383.31	11/16/2020	500.00	O
				699.86	510.52	565.85	1056.10	2832.33	11/16/2020	600.00	T
4 Subtotals for Cycle 015				**2751.32**	**1284.16**	**872.29**	**1419.72**	**6327.49**			
7 Grand Totals				**3583.38**		**1674.34**		**10101.95**			
					1788.54		**3055.69**				

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'RC' AND end_date IS NULL)

November 2020 Reconnects

Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on
	Prepared by K.Johnson		Grand Totals	$ 41,773.76	$ 30,455.40
			11/30/2020	$1,490.98	$1,440.98
			11/24/2020	$1,360.30	$1,150.00
			11/24/2020	$691.18	$665.64
			11/23/2020	$1,296.77	$600.00
			11/19/2020	$1,158.97	$1,158.97
			11/19/2020	$1,142.34	$1,500.00
			11/19/2020	$3,361.96	$3,361.96
			11/19/2020	$1,552.19	$1,274.64
			11/19/2020	$1,426.96	$1,131.79
			11/19/2020	$1,901.84	$1,710.26
			11/19/2020	$1,510.31	$800.00
			11/19/2020	$1,882.14	$1,882.14
			11/19/2020	$1,175.02	$400.00
			11/19/2020	$2,171.81	$1,500.00
			11/19/2020	$1,103.14	$600.00
			11/19/2020	$1,165.80	$585.00
			11/19/2020	$1,356.64	$500.00
			11/19/2020	$2,169.82	$1,500.00
			11/19/2020	$1,133.46	$507.00
			11/19/2020	$1,911.57	$1,911.57
			11/19/2020	$1,057.51	$650.00
			11/16/2020	$812.09	$0.00
			11/16/2020	$3,449.36	$2,675.13
			11/16/2020	$2,625.23	$731.47
			11/16/2020	$1,193.45	$816.63
			11/16/2020	$902.22	$902.22
			11/9/2020	$ 770.70	$ 500.00
			Grand Totals:	$41,773.76	$30,455.40

		September/October 2020 Reconnects			
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on

	Prepared by K.Johnson		Grand Totals	$ 15,297.32	$ 11,666.49

Page 2 Grand Total	$ -	$ -

	page*1
Remaining Balance	
$ 11,318.36	

	$50.00
	$210.30
	$25.54
	$0.00
	$0.00
	-$357.66
	$0.00
	$277.55
	$295.17
	$191.58
	$710.31
	$0.00
	$775.02
	$671.81
	$503.14
	$580.80
	$856.64
	$669.82
	$626.46
	$0.00
	$407.51
	$812.09
	$774.23
	$1,893.76
	$376.82
	$0.00
$	270.70

$	11,318.36

	page*2
Remaining Balance	

$ 3,630.83	

$ -

City of College Park

TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES

12/1/2020

Prepared By Kymberli Johnson

Business

Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			$9,154.31	$1,627.00	$1,818.14	$12,599.45	Yes	30days	Account is Active customer filed Bankruptcy 11-03-2020.A pymt of $500.00 was made on Nov. 09th.
n/a	No	No			$2,634.80	$0.00	$65.58	$2,700.38	Yes	30days	Account Active reminder letter was sent on Nov. 12th. A pymt of $1,000.00 on Nov.11th.
n/a	No	No			$1,412.74	$501.64	$469.49	$2,383.87	Yes	60days	Account is Active reminder letter was sent on Nov. 19th. A pymt of $1,000.00 was made Oct. 26th.

Apartments

Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			$0.00	$0.00	$6,080.91	$6,080.91	Yes	30 days	Account is Active reminder letter was sent on Nov. 10th. Last pymt was made on Nov. 20th for $4,187.57.
n/a	No	No			$0.00	$0.00	$5,766.84	$5,766.84	Yes	30 days	Account is Active reminder was sent on Nov. 10th. Disconnection scheduled for Nov. 16th. Customer made a payment of $4,650.60 on Nov 20th.
n/a	No	No			$0.00	$0.00	$5,287.10	$5,287.10	Yes	30 days	Account is Active reminder letter was sent on Nov. 11th. Last pymt was made on Nov. 20th for $4,187.57
n/a	No	No			$0.00	$1,811.52	$535.79	$2,347.31	Yes	30 days	Account is Active reminder letter was sent on Nov. 19th. Electric is inactive on this account. Last pymt made on this account was on Sept. 20th $ 1149.59

Residential

Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			$1,475.27	$929.37	$297.41	$2,702.05	Yes	180 days	Account is Active a reminder letter was sent on Nov. 19th. The account holder is a Senior Citizen.
No	No	No			$1,215.88	$1,028.16	$295.05	$2,539.09	Yes	180 days	Account is Active customer is currently in the hospital battling Covid. Family is trying to obtain POA for her accounts last pymt of $600.00 was made 11-16-20.
No	No	No			$1,515.31	$722.20	$149.47	$2,386.98	No	90 days	Account is Active a reminder letter was sent on Sept.16 th. The account holder is a Senior Citizen.
				TOTALS	$17,408.31	$6,619.89	$20,765.78	$44,793.98			

NUL	Signifies that Lien has not been filed due to legal statue (not property owner)	
*	Represents Lien filed against account	
N/A	Signifies account Lien has not been filed	
yes	Signifies account received prior billing adjustment	
N/A	Signifies account that has not received prior billing adjustment	