

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, FEBRUARY 8, 2021

Publication Date: February 4, 2021

TIME: 6:30 p.m.

DATE: February 8, 2021

PLACE: City Hall Community Room

I. CALL TO ORDER

**II. REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING
AGENDA ITEMS**

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

- a) Update of Ongoing Projects [Bender]
- b) Discussion about Amendments to the Snellville Youth Commission Enabling Resolution [Lenski]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT



AGENDA

PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, FEBRUARY 8, 2021

Publication Date: February 4, 2021

TIME: 7:30 p.m.
DATE: February 8, 2021
PLACE: Council Chambers

- I. **CALL TO ORDER**
- II. **INVOCATION**
- III. **PLEDGE TO THE FLAG**
- IV. **CEREMONIAL MATTERS**
- V. **MINUTES**
Approve the Minutes of January 25, 2021 Meetings, January 27, 2021 Meeting, and January 29, 2021 Meeting
- VI. **INVITED GUESTS**
None
- VII. **COMMITTEE / DEPARTMENT REPORTS**
- VIII. **APPROVAL OF THE AGENDA**
- IX. **PUBLIC HEARING**
a) 1st Reading - RZ 20-03 LUP 20-02 SUP 20-02 – Consideration and Recommendation on applications by Khalid Javed & Rita Shah to amend the Snellville 2040 Comprehensive Plan Future Land Use Map from Office-Professional to Commercial Retail; Official Zoning Map amendment from OP (Office Professional) District to BG (General Business) District; and request for a Special Use Permit for a 95 room hotel development on a 5.08± acre property located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel 5007 018)

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MONDAY, FEBRUARY 8, 2021
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- b) 1st Reading - RZ 20-04 LUP 20-03 – Consideration and Recommendation on applications by Meritage Homes of Georgia (applicant) and Crawford F. Juhan, Jr. (property owner) and Edjen Finance, LLC (property owner) requesting to amend the Snellville 2040 Comprehensive Plan Future Land Use Map from Office-Professional and Low-Density Residential to Medium-Density Residential; Official Zoning Map amendment from OP (Office Professional) District and BG (General Business) District to R-TH (Single-family Residential Townhome) District and request for variance from the front-load garage setback requirement for a 101-unit townhome development on a 14.724± acre site having a density of 6.859 units per acre, located at 2465 Scenic Highway S, Snellville, Georgia (Tax Parcels 5006 002 and 5006 003)
- c) 1st Reading - SUP 20-03 – Consideration and Recommendation on application by Melvin Lee Harris (applicant for the Love Center Family Ministry) and MCRE Management Partners, LLC (property owner) requesting a Special Use Permit for a Place of Worship located in Suites 2124-2130 of the Fountain Square Shopping Center, zoned BG (General Business) District, 2110 McGee Road, Snellville, Georgia (Tax Parcel 5007 230)

X. CONSENT AGENDA (Please see *Note)

XI. OLD BUSINESS

- a) Consideration and Action on Approval of the 2021 Snellville Tourism and Trade Contract [Bender]

XII. NEW BUSINESS

- a) Mayors Nomination and Council Confirmation of Antonio Jones to Planning Commission Post 2 with an Expiration Date of June 30, 2022 [Bender]
- b) Consideration and Action on Approval as to Form and Text of the Declaration of Parking Easements, Covenants and Restrictions [Bender]
- c) Consideration and Action on Approval as to Form and Text of the Joint Development Agreement [Bender]
- d) Consideration and Action on Approval as to Form and Text of the Master Declaration of Covenants, Conditions, Restrictions and Easements [Bender]
- e) Consideration and Action on Approval as to Form and Text of the Drainage Easement Agreement for Parcel 14 [Bender]
- f) Consideration and Action on Approval as to Form and Text of the Easement Agreement for Parcel 13 [Bender]
- g) Consideration and Action on Authority for Mayor to sign Quit Claim Deeds for Any Potential City interest in Tract 1 – Oak Road, North Road and Wisteria Drive and Tract 2 Oak Road and North Road for Acquisition to or by the DDA – [Bender]

REGULAR BUSINESS & PUBLIC HEARING OF MAYOR AND COUNCIL
MONDAY, FEBRUARY 8, 2021
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- h) Consideration and Action by the City to accept the Right of Way Dedication on Towne Center Tract 1 – North Road, Tract 2 – Oak Road and Tract 3 – Wisteria Drive from the DDA [Bender]

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

- Section 2-53

Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.

- Decorum

You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
FEBRUARY 8, 2021

February 8

Council Meeting

Monday, February 8, 2021

6:30 pm Work Session – Community Room, City Hall

7:30pm Meeting - Council Chambers, City Hall

February 9

Board of Appeals Meeting- CANCELLED

Tuesday, February 9, 2021

7:00pm

City Hall Community Room

February 11

Snellville Youth Commission Advisory Board Meeting

Thursday, February 11, 2021

6:00pm

City Hall Community Room

February 13

Snellville Youth Commission Meeting

Saturday, February 13, 2021

10:00am

Virtual Go To Meeting

February 14

Broadcast of 02/08/21 Council Meeting

Sunday, February 14, 2021

Watch the broadcast of the 02/08/21 Council Meeting on Comcast Channel 25 at 6:30pm

February 17

DDA Meeting

Wednesday, February 17, 2021

4:00pm to 5:00pm

City Hall Room 259, Second Floor

February 18

DAS & URA Joint Meeting

City Hall Room 259, Second Floor

Thursday, February 18, 2021

4:00 pm

City of Snellville
Meetings and Events
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February 20

Extended Farmers' Market – Farm Products

Saturday, February 20, 2021

9:00am-12:00pm 'City Hall Parking Lot

February 22

Council Meeting

Monday, February 22, 2021

6:30pm Work Session – Community Room, City Hall

7:30pm Meeting - Council Chambers, City Hall



**WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, JANUARY 25, 2021**

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz, and Tod Warner. Also present City Manager Butch Sanders, Assistant City Attorney Jay Crowley and via teleconference Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Chief Roy Whitehead, Assistant Chief Greg Perry, Public Information Officer Brian Arrington, Economic Development Manager Eric Van Otteren and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:30 p.m.

REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

The agendas were reviewed and discussed.

REVIEW CORRESPONDENCE

City Manager Sanders advised he had an item for Executive Session.

CITY ATTORNEY'S REPORT

Attorney Ross advised an Executive Session would be needed.

DISCUSSION ITEMS

Review of the Towne Center Contract Documents [Bender]

Kirk Demetrops with MidCast gave a brief review of the Towne Center Grove documents.

Update of Ongoing Projects [Bender]

City Manager Sanders gave an update on Towne Center Grove documents and the project list.

Expansion of the Towne Center Overlay District [Warner]

Council Member Warner asked the Council to review the Overlay District again at the Work Retreat in February.

Public Postings of Agenda Work Product and Executed Documents [Warner]

Council Member Warner asked about posting more documents on the website for transparency.

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EXECUTIVE SESSION

Mayor Bender read the closed meeting notice into the record as follows:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

Upon a motion by Mayor Pro Tem Emanuel, 2nd by Council Member Schulz, the meeting was closed, with all Council Members and the Mayor present and voting in favor.

The meeting was closed at 7:15 p.m.

The meeting reconvened at 7:26 p.m.

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:26 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



**PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, JANUARY 25, 2021**

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz, and Tod Warner. Also present City Manager Butch Sanders, Assistant City Attorney Jay Crowley and via teleconference Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Chief Roy Whitehead, Assistant Chief Greg Perry, Public Information Officer Brian Arrington, Economic Development Manager Eric Van Otteren and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:34 p.m.

INVOCATION

Melvin Everson gave the invocation.

PLEDGE TO THE FLAG

Tristan Hardy of Boy Scout Troop 65 led the Pledge of Allegiance.

CEREMONIAL MATTERS

PRO 2021-04 – Honoring Snellville Police Department

Mayor Pro Tem Emanuel read the proclamation into the record and it was presented to Chief Whitehead and Officers of the Police Department.

MINUTES

Approve the Minutes of the January 11, 2021 Meetings

Mayor Pro Tem Emanuel made a motion to approve the minutes of the January 11th meetings, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved.

INVITED GUESTS

None

COMMITTEE / DEPARTMENT REPORTS

None

APPROVAL OF THE AGENDA

Council Member Lenski made a motion to approve the agenda, 2nd by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved.

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
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PUBLIC HEARING

None

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Consideration and Action on Election of Mayor Pro Tem [Warner]

Council Member Warner made a motion to reelect Mayor Pro Tem Emanuel for 2021, 2nd by Council Member Lenski; voted 5 in favor and 1 abstention (Mayor Pro Tem Emanuel abstained. Per the Code of Ordinances, an abstention shall be counted as an affirmative vote.). The motion is approved.

COUNCIL REPORTS

Council Members Destang, Warner, Lenski, Schulz, and Mayor Pro Tem Emanuel each gave a report.

MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

Melvin Everson, 1725 Winding Creek Circle, Snellville spoke.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn back to the Executive Session, 2nd by Council Member Schulz; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 8:00 p.m.

Barbara Bender, Mayor Pro Tem

Melisa Arnold, City Clerk



SPECIAL CALLED MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
WEDNESDAY, JANUARY 27, 2021

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, Gretchen Schulz, and Tod Warner. Also present City Manager Butch Sanders, Assistant City Attorney Jay Crowley and via teleconference Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Chief Roy Whitehead, Assistant Chief Greg Perry, Economic Development Manager Eric Van Otteren and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:19 p.m.

Towne Center Document Review [Bender]

Towne Center Budget Review [Bender]

Both items were discussed simultaneously.

City Manager Sanders spoke briefly and then turned the meeting over to Blake Sharpton with Butler Snow LLP. Mr. Sharpton gave a brief review of the contract documents and then reviewed the red-lined version of the Parking Deck Declaration and answered questions of the Mayor and Council.

Michael Kidd with Root Design Studio discussed the cost of Towne Center Project and the band shell design. He said they would review and come up with possible ways to cut the budget.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Destang, voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:44 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



SPECIAL CALLED MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
FRIDAY, JANUARY 29, 2021

Present: Mayor Barbara Bender, Mayor Pro Tem Dave Emanuel, Council Members Solange Destang, Cristy Lenski, and Tod Warner. (Council Member Schulz was absent.) Also present City Manager Butch Sanders, Assistant City Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Economic Development Manager Eric Van Otteren and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 4:34 p.m.

Consideration and Action on 10th Amendment to the Master Development Agreement [Bender]

Mayor Bender gave a brief explanation of the amendment.

Mayor Pro Tem Emanuel made a motion to approve, 2nd by Council Member Destang; voted 4 in favor and 1 opposed, with Council Member Lenski casting the opposing vote; motion approved.

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Emanuel made a motion to adjourn, 2nd by Council Member Destang, voted 5 in favor and 0 opposed, motion approved. The meeting adjourned at 4:35 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk

Agenda Item Summary



TO: The Mayor and Council

FROM: Jason Thompson, Director
Department of Planning and Development

DATE: February 8, 2021

RE: #RZ 20-03 LUP 20-02 SUP 20-02

DEVELOPMENT: 5-Story AVID Hotel
2752 W. Main Street, Snellville, Georgia

STATUS: 1st Reading

Applications to amend the Snellville 2040 Comprehensive Plan Future Land Use Map; Official Zoning Map amendment and request for a Special Use Permit for a 5-story 95-room AVID hotel development on a 5.08± acre property located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel 5007 018).

Financial Impact: Site Development Permit fees; Building Permit fees; Occupational Tax License Fees (annual); Hotel/Motel Tax (monthly); and Real Property Taxes and SPLOST

Planning Commission Meeting: January 26, 2021

Recommendations:

Case No. →	LUP 20-02	RZ 20-03	SUP 20-02
Planning Department	Approval	Approval	Denial
Planning Commission	Approval	Approval	Denial

Mayor and Council Meetings: February 8, 2021 (1st Reading)
February 22, 2021 (2nd Reading and Public Hearing)

Action requested: Consideration and Waive the 1st Reading

2752 W. Main Street, Snellville, Georgia
Case #RZ 20-03 LUP 20-02 SUP 20-02
February 8, 2021
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Case Documents (website link):

- Letter of Intent (9-15-2020)
- #RZ 20-02 Application (9-17-2020)
- #LUP 20-02 Application (9-17-2020)
- #SUP 20-02 Application (9-17-2020)
- Property Survey (6-23-2019)
- Existing Zoning Exhibit (8-27-2020)
- Proposed Zoning Exhibit (8-27-2020)
- Rezoning Site Plan (7-10-2020)
- Sample 1st Floor Plan and Exterior Elevation (9-17-2020)
- 10-27-2020 Planning Department Case Summary & Analysis (10-23-2020)
- 10-27-2020 Email Request to Postpone Action Until Nov 24th PC Meeting (10-27-2020)
- *Unofficial* 1-26-2021 Planning Commission Regular Meeting Minutes (2-1-2021)
- 1-26-2021 Planning Commission Case Report (2-1-2021)
- 2-8-2021 Planning Department Case Summary & Analysis with Planning Commission Report (2-2-2021)
- Draft Ordinance(s) (2-4-2021)

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-01

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 5.08± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2752 WEST MAIN STREET, SNELLVILLE, GEORGIA; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #RZ 20-03

SIZE: 5.08 Acres

LOCATION: 2752 W. Main Street, Snellville, Georgia

TAX PARCEL: R5007 018

CURRENT ZONING MAP: OP (Office Professional) District and
BG (General Business) District

**REQUESTED ZONING MAP
AMENDMENT:** OP (Office Professional) District and
BG (General Business) District

DEVELOPMENT/PROJECT: 95-Room 5-Story Avid Hotel

PROPERTY OWNERS: Rita M. Shah and Khalid Javed
Snellville, Georgia 30039

APPLICANT/CONTACT: Khalid Javed
678-770-7068 or kjaved@bellsouth.net

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 5.08± acre tract of land located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel R5007 018) and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The Official Zoning Map for the City of Snellville, Georgia for the 5.08± acre tract of land as shown on the site plan entitled “Proposed Re-Zoning Plan for 2752 West Main Street”, sealed, signed and dated 7-10-2020 (stamped received 9-17-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby amended as follows: a) the 2.106± acre tract described by the legal description in Exhibit “B”, a copy of which is attached hereto and incorporated herein by reference, is changed from OP (Office-Professional) District and BG (General Business) District to OP (Office-Professional) District (only); b) the 2.974± acre tract described by the legal description in Exhibit “C”, a copy of which is attached hereto and incorporated herein by reference, is changed from OP (Office Professional) District and BG (General Business) District to BG (General Business) District (only); and c) to match the split-zoning lines as shown in Exhibit “D”, a copy of which is attached hereto and incorporated herein by reference. This action is subject to the attachment of the following conditions (1-4):

CONDITIONS:

1. Prior to the development of any portion of the 5.08± acre property, the applicant/property owner shall submit a Change in Conditions application which includes a development concept plan for review and recommendation by the Planning Department and Planning Commission for final consideration and public hearing with the Mayor and Council.
2. Prior to receiving an approved Site Development Permit by the Director of Planning and Development, the property owner shall obtain an approved and recorded Exemption Plat, approved by the Director of Planning and Development and recorded by the Gwinnett County Superior Court Clerk for the 5.08± acre property subdivided into one 2.974± acre parcel and a second 2.106± acre parcel as shown on the Proposed Rezoning Plan attached hereto as Exhibit “A”.
3. Signs higher than 15 feet or larger than 225 square feet are prohibited.
4. Uses involving adult entertainment, including the sale or display of adult magazines, books, videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.

Section 2. The changes in zoning classification are to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by

the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (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 5. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

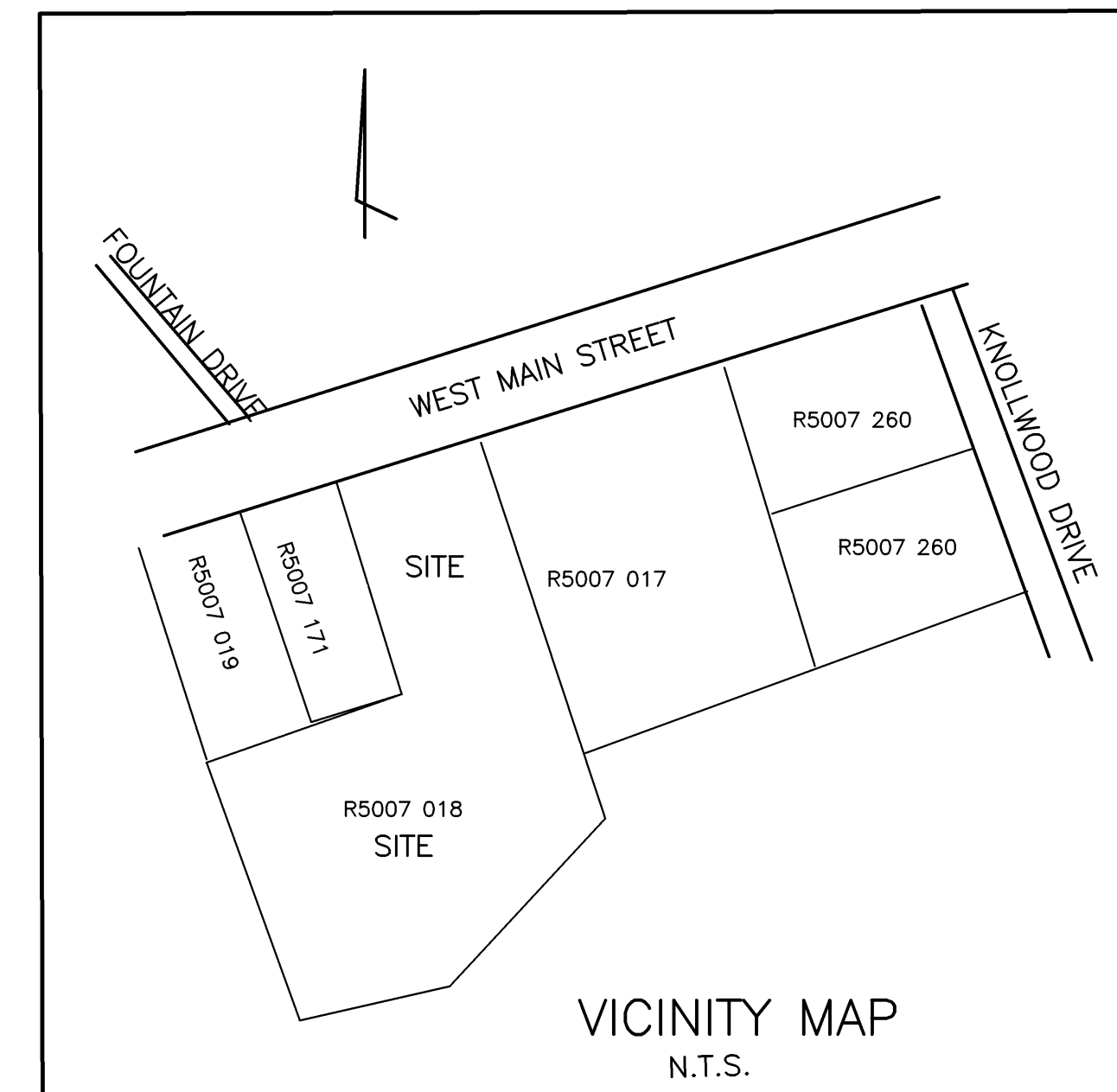
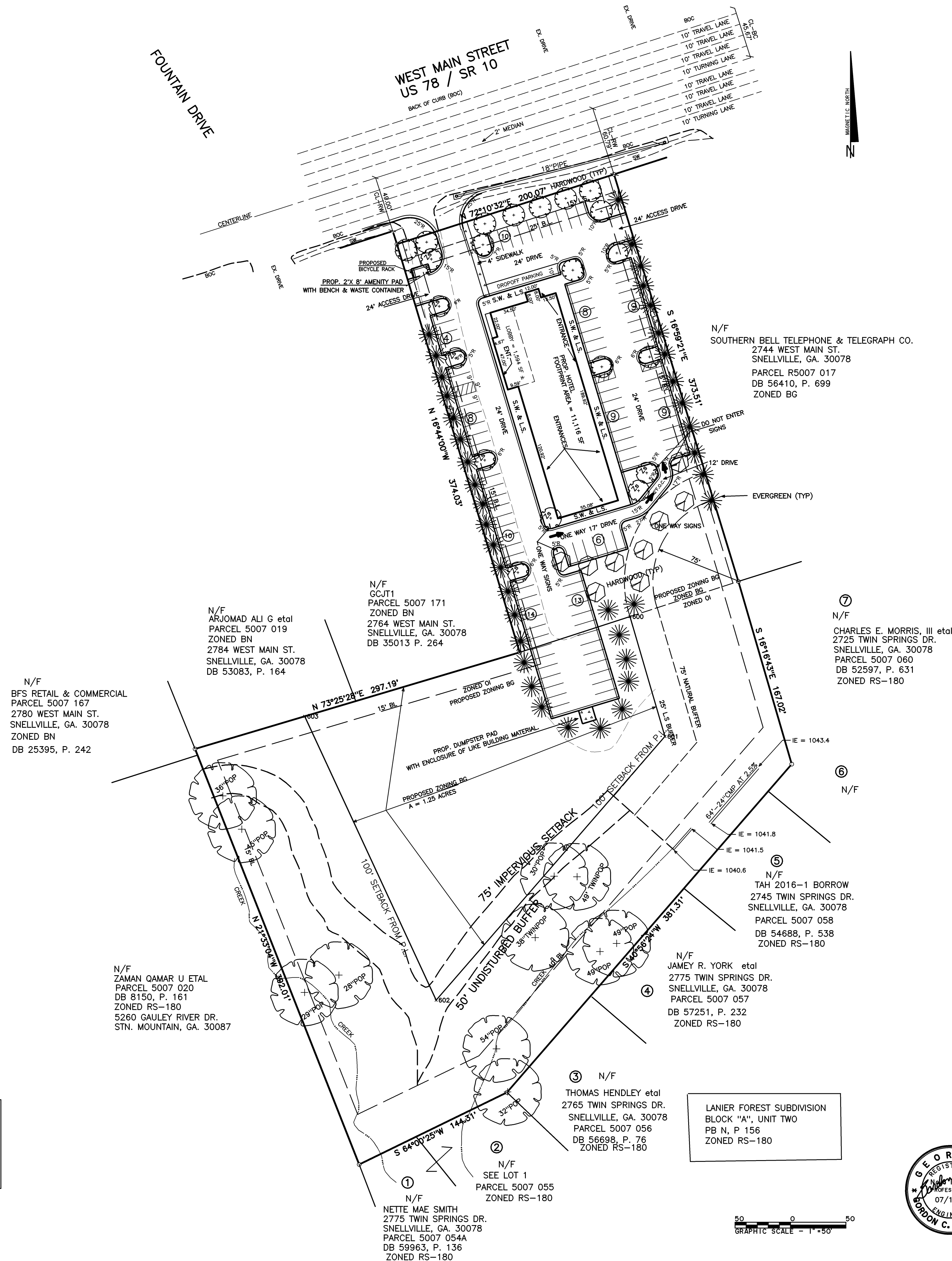
Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

In my opinion this property is not in a flood hazard
area as per F.I.R.M Flood Hazard Map of Gwinnett
County, Georgia
Community Panel Number 13135C 0128B
Effective Date 09/29/2006
Revision Date



GENERAL NOTES:

- 1.) REFERENCE BOUNDARY SURVEY: SURVEY FOR MANSOUR ENGINEERING, INC.
DATED 6/23/2019.
- * 2.) PROPERTY PRESENTLY SPLIT ZONED BG AND OI.(BG = 1.724 ACS., OI = 3.356 ACS.) SEE NOTE 24.
- 3.) PROPERTY AREA = 5.080 ACRES
- 4.) PROPOSED LOT COVERAGE = 1.26 ACS IMP / 5.080 ACS X 100 = 24.8% (MAX. = 90%)
- 5.) PROPOSED USE = HOTEL
- 6.) THERE ARE STATE WATERS ON THIS PROPERTY.
- 7.) TAX PARCEL NO. R5007 018
- 8.) BUILDING DIMENSIONS ARE APPROXIMATE. HEIGHT = 80' MAXIMUM
- 9.) MINIMUM ROOF PITCH 4:12
- 10.) ALL PARKING SPACES ARE 9'W X 19'L.
- 11.) PROPOSED 100 PARKING SPACES
- 12.) SETBACKS: FRONT - 25'
SIDE - 15'
BACK - 15', 40' IF ADJACENT TO RESIDENTIAL.
- 13.) LANDSCAPE BUFFERS: FRONT - 15'
SIDE - 5'
REAR - 40'
- 14.) THERE ARE PROPOSED 95 DWELLING UNITS.
- * 15.) PROPOSED ZONING BG
- 16.) MINIMUM ROOM SIZE IS 300 SF.
- 17.) DECORATIVE STREET LIGHTS WILL BE PROVIDED
- 18.) DECORATIVE PEDESTRIAN LIGHTS WILL BE PROVIDED
- 19.) PARKING LOT LIGHTING USING DECORATIVE LIGHT POLES
AND FIXTURES WILL BE PROVIDED.
- 20.) THE EXTERIOR BUILDING MATERIAL SHALL MEET CITY CODES.
- 21.) THE COLOR OF THE EXTERIOR BUILDING SHALL MEET CITY CODES.
- 22.) THE BUILDING SHALL COMPLY WITH ART. VII, MOTELS, HOTELS,
AND EXTENDED-STAY HOTELS.
- 23.) THE EXISTING PYLON SIGN AT THE ENTRANCE SHALL BE REMOVED.
- 24.) AN ADDITIONAL 1.25 ACRES OF OI TO BE REZONED BG.



IF YOU DIG IN GEORGIA ...
CALL US FIRST 1-800-282-7411

CAUTION:

The utilities shown are shown for the contractors convenience only. There may be other utilities not shown on these plans. The engineer assumes no responsibility for the locations of underground utilities, and it shall be the contractors responsibility to verify the locations of all utilities shown as well as those not shown within the work limits. All damage made to existing utilities by the contractor shall be the responsibility of the contractor.



GORDON STORY, PE, RLS
CIVIL ENGINEER * LAND SURVEYOR
LEVEL II CERTIFIED DESIGN PROFESSIONAL

2608 RICKETSON ROAD
WARRENTON, GA. 30808
MOBILE PHONE: 678-656-3832
EMAIL: gtruestory@aol.com

LAND LOT 7
DISTRICT 5
WINNETT COUNTY
DATE: 08/27/20
JOB: 1914ZON5
DISK: # 19GSA

REVISIONS:

PROPOSED RE-ZONING PLAN FOR :
2752 WEST MAIN STREET
SNELLVILLE, GA.
PARCEL R5007 018

SHEET
OF
1

EXHIBIT “B”

DRAFT

TOTAL TRACT ZONED OP

PROPERTY LINE DESCRIPTION - TOTAL TRACT
2752 Main Street NW, Snellville Georgia, 30078 Gwinnett
County, tax parcel number R5007 018

All that tract or parcel lying and being in Land Lot 5
of the 7th Land District, Gwinnett County Georgia, Cates G.M.D.
Georgia Malitia, District 408 being more particularly described
as follows;

To find the "TRUE POINT OF BEGINNING", commence from the
intersection if extended of the easterly Right of Way of Valley Drive
a 50 foot Right Of Way with the southerly Right Of Way
U.S.Hwy 78 aka Georgia State Route S.R. 10 a variable Right-Of-Way;
Thence 874.74 feet(869.72 feet per Deed Book 56410 Page 0071)
along the southerly Right Of Way U.S. 78 aka S.R. 10 to a Point.
said Point being point SVXG480 (Parcel 1 Required R/W KC2001)
State of Georgia Department Of Transportation Project Number
CSSTP-0006-00(439) sheet 693 of 704, RIGHT OF WAY PLANS
Sheet 24 Page 32 (station 11+63.56 49.00 feet right) per centerline
stationing as shown on State of Georgia Department Of Transportation
Project Number CSSTP-0006-00(439) sheet 46 of 704, Mainline Plan
SR10/US 78 Drawing Number 13-001; Thence South 16 degrees 44
minutes 00 seconds East for a distance of 12.00 feet along the
westerly property line said tax parcel R5007 018 to a point on the south
right of way of U.S. Hwy. 78;
THENCE South 16 degrees 44 minutes 00 seconds East for a
distance of 374.03 feet to a point;
THENCE South 73 degrees 25 minutes 28 seconds West for a
distance of 196.81 feet to the "TRUE POINT OF BEGINNING";
THENCE South 73 degrees 25 minutes 28 seconds for a
distance of 297.19 feet to a point;
THENCE South 21 degrees 33 minutes 04 seconds East for a
distance of 392.01 feet to a point;
Thence North 64 degrees 00 minutes 25 seconds East for a
distance of 144.31 feet to a point;
THENCE North 40 degrees 56 minutes 24 seconds East for a
distance of 381.31 feet to a point;
THENCE North 16 degrees 16 minutes 43 seconds West for a
distance of 167.02 feet to a point;
THENCE South 72 degrees 02 minutes 09 seconds West for a
distance of 199.00 feet to a point;
THENCE South 16 degrees 15 minutes 22 seconds East for a
distance of 109.54 feet to a point;
THENCE South 40 degrees 56 minutes 24 seconds West for a
distance of 306.36 feet to a point;
THENCE North 24 degrees 50 minutes 55 seconds West for a
distance of 274.46 feet to a point;
THENCE North 73 degrees 25 minutes 28 seconds East for a
distance of 196.81 feet to the "TRUE POINT OF BEGINNING."

Said tract contains 2.106 acres more or less.

EXHIBIT “C”

DRAFT

TOTAL TRACT ZONED BG

PROPERTY LINE DESCRIPTION — TOTAL TRACT
2752 Main Street NW, Snellville Georgia, 30078 Gwinnett
County, tax parcel number R5007 018

All that tract or parcel lying and being in Land Lot 5
of the 7th Land District, Gwinnett County Georgia, Cates G.M.D.
Georgia Malitia District 408 being more particularly described
as follows;

To find the "TRUE POINT OF BEGINNING", commence from the
intersection if extended of the easterly Right of Way of Valley Drive
a 50 foot Right Of Way with the southerly Right Of Way
U.S.Hwy 78 aka Georgia State Route S.R. 10 a variable Right-Of-Way;
Thence 874.74 feet(869.72 feet per Deed Book 56410 Page 0071)
along the southerly Right Of Way U.S. 78 aka S.R. 10 to a Point.
said Point being point SVXG480 (Parcel 1 Required R/W KC2001)
State of Georgia Department Of Transportation Project Number
CSSTP-0006-00(439) sheet 693 of 704, RIGHT OF WAY PLANS
Sheet 24 Page 32 (station 11+63.56 49.00 feet right) per centerline
stationing as shown on State of Georgia Department Of Transportation
Project Number CSSTP-0006-00(439) sheet 46 of 704, Mainline Plan
SR10/US 78 Drawing Number 13-001; Thence South 16 degrees 44
minutes 00 seconds East for a distance of 12.00 feet along the
westerly property line said tax parcel R5007 018 to the
"TRUE POINT OF BEGINNING";

Said point being on the south right of way of U.S.78;

THENCE South 73 degrees 25 minutes 28 seconds West for a
distance of 196.81 feet to a point;

THENCE South 24 degrees 50 minutes 55 seconds East for a
distance of 274.46 feet to a point;

THENCE North 40 degrees 56 minutes 24 seconds East for a
distance of 306.36 feet to a point;

THENCE North 16 degrees 15 minutes 22 seconds West for a
distance of 109.54 feet to a point;

THENCE North 72 degrees 02 minutes 09 seconds East for a
distance of 100.00 feet to a point;

THENCE North 16 degrees 59 minutes 21 seconds West for a
distance of 373.51 feet to a point on the south right of way
of U.S.Hwy. 78;

Thence along said right of way South 72 degrees 10 minutes
32 seconds West for a distance of 200.07 feet to the "TRUE
POINT OF BEGINNING."

Said property contains 2.974 acres more or less.

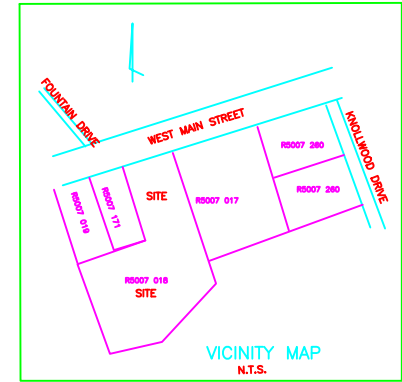
EXHIBIT “D”

DRAFT

In my opinion this property is not in a flood hazard area as per F.I.R.M Flood Hazard Map @Winnett County, Georgia
Community Panel Number13135C 0128B
Effective Date 09/29/2006
Revision Date

FOUNTAIN DRIVE

WEST MAIN STREET
US 78 / SR 10



THENCE South 72 degrees 35 minutes 38 seconds West for a distance of 185.81 feet to a point;
THENCE South 54 degrees 55 minutes 05 seconds East for a distance of 214.45 feet to a point;
THENCE North 45 degrees 10 minutes 24 seconds East for a distance of 363.25 feet to a point;
THENCE North 18 degrees 10 minutes 02 seconds West for a distance of 185.25 feet to a point;
THENCE North 72 degrees 35 minutes 38 seconds East for a distance of 185.25 feet to a point;
THENCE North 18 degrees 10 minutes 21 seconds West for a distance of 213.51 feet to a point on the south right of way of U.S. Hwy. 78;
Thence along said right of way South 72 degrees 10 minutes 32 seconds East for a distance of 205.07 feet to the "TRUE POINT OF BEGINNING."
Said property contains 2.874 acres more or less.

PROPERTY LINE DESCRIPTION - TOTAL 1947
2782 State Street, Winnett County Georgia, 30078
County tax parcel number 00007 015

All that land, tract, or parcel lying and being in Land Lot 8 of the 7th Land District, Winnett County Georgia, 30078, Georgia Public Lands, 428 being more particularly described as follows:

To find the "TRUE POINT OF BEGINNING", measured from the intersection of a extension of the existing right of way of Highway 78 and a 20 foot right of way with the existing right of way of Highway 78, the boundary line from S.W. 1/4 of Section 34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-12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40-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-01

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 5.08± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2752 WEST MAIN STREET, SNELLVILLE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #RZ 20-03

SIZE: 5.08 Acres

LOCATION: 2752 W. Main Street, Snellville, Georgia

TAX PARCEL: R5007 018

CURRENT ZONING MAP: OP (Office Professional) District and
BG (General Business) District

**REQUESTED ZONING MAP
AMENDMENT:** OP (Office Professional) District and
BG (General Business) District

DEVELOPMENT/PROJECT: 95-Room 5-Story Avid Hotel

PROPERTY OWNERS: Rita M. Shah and Khalid Javed
Snellville, Georgia 30039

APPLICANT/CONTACT: Khalid Javed
678-770-7068 or kjaved@bellsouth.net

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny the Application to amend its official zoning map as it applies to the 5.08± acre tract

of land located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel R5007 018) for a 95-room 5-story Avid Hotel; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by Applicant, the request for a change to the Official Zoning Map for the City of Snellville, Georgia for the 5.08± acre tract of land as shown on the site plan entitled “Proposed Re-Zoning Plan for 2752 West Main Street”, sealed, signed and dated 7-10-2020 (stamped received 9-17-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference and the 2.974± acre tract described by the legal description in Exhibit “C”, a copy of which is attached hereto and incorporated herein by reference, is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

EXHIBIT “B”

DRAFT

EXHIBIT “C”

DRAFT

EXHIBIT “D”

DRAFT

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-02

AN ORDINANCE TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 5.08± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2752 WEST MAIN STREET, SNELLVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #LUP 20-02

SIZE: 5.08 Acres

LOCATION: 2752 W. Main Street, Snellville, Georgia

TAX PARCEL: R5007 018

**CURRENT FUTURE LAND USE
MAP DESIGNATION:** Office-Professional and Commercial Retail

**REQUESTED FUTURE LAND USE
MAP AMENDMENT:** Office-Professional and Commercial Retail

DEVELOPMENT/PROJECT: 95-Room 5-Story Avid Hotel

PROPERTY OWNERS: Rita M. Shah and Khalid Javed
Snellville, Georgia 30039

APPLICANT/CONTACT: Khalid Javed
678-770-7068 or kjaved@bellsouth.net

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to modify the designated land use as it applies to the 5.08± acre tract of land located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel R5007 018); and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The future land use designation of the 5.08± acre tract of land as shown on the site plan entitled “Proposed Re-Zoning Plan for 2752 West Main Street”, sealed, signed and dated 7-10-2020 (stamped received 9-17-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby amended as follows: a) the 2.106± acre tract described by the legal description in Exhibit “B”, a copy of which is attached hereto and incorporated herein by reference, is changed from Office-Professional and Commercial Retail to Office-Professional (only); and b) the 2.974± acre tract described by the legal description in Exhibit “C”, a copy of which is attached hereto and incorporated herein by reference, is changed from Office-Professional and Commercial Retail to Commercial Retail (only); and c) to match the split-zoning lines as shown in Exhibit “D”, a copy of which is attached hereto and incorporated herein by reference.

These changes in future land use are to be noted on the City of Snellville 2040 Comprehensive Plan Future Land Use Map, as previously amended and as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The future land use map shall also be amended with an editorial note specifying the date this Snellville Land Use Plan Amendment was approved by the Mayor and Council

and specifying the parcel affected by this Ordinance. Until the change is indicated on the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council, this Ordinance shall govern over the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this ____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

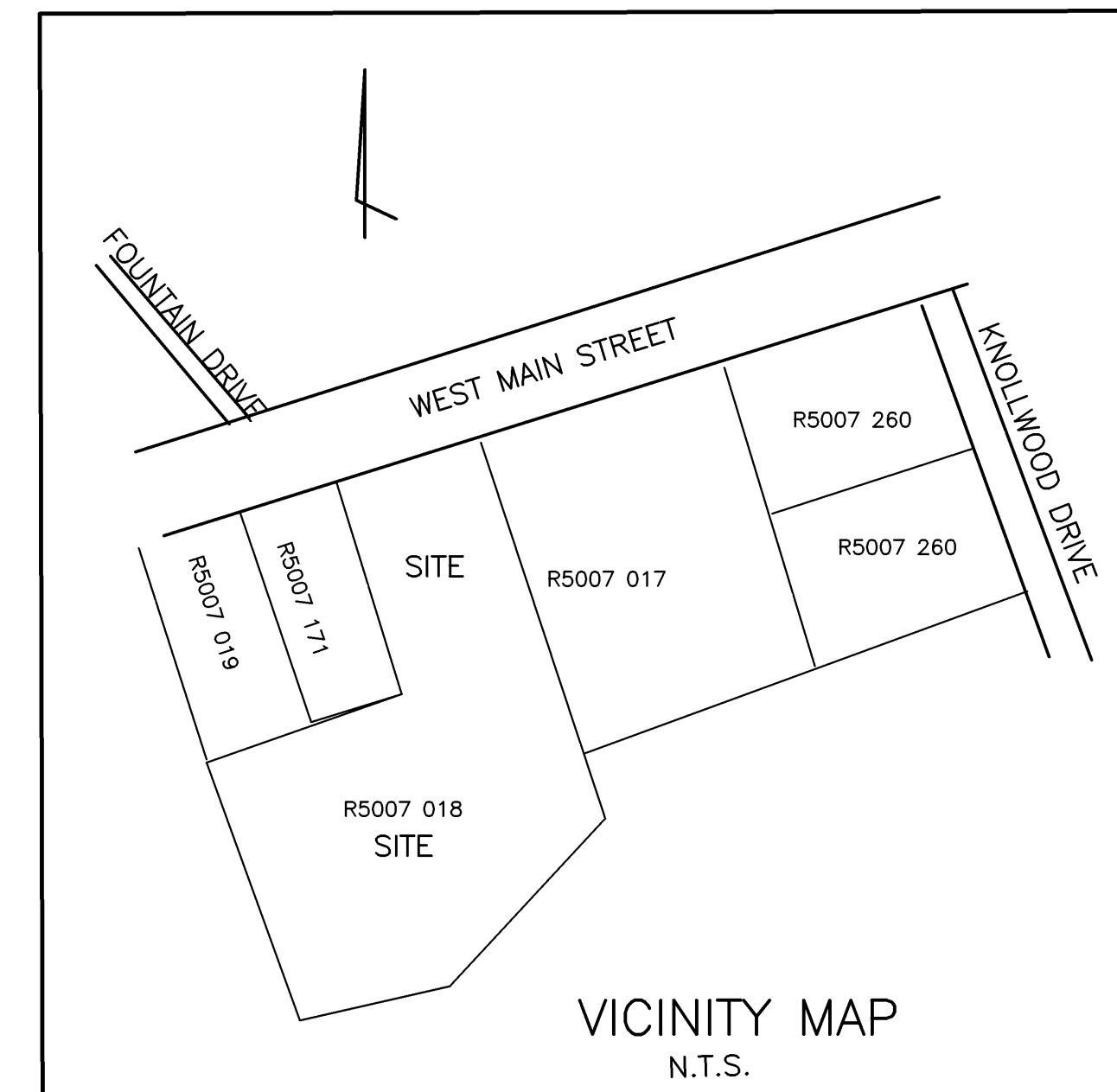
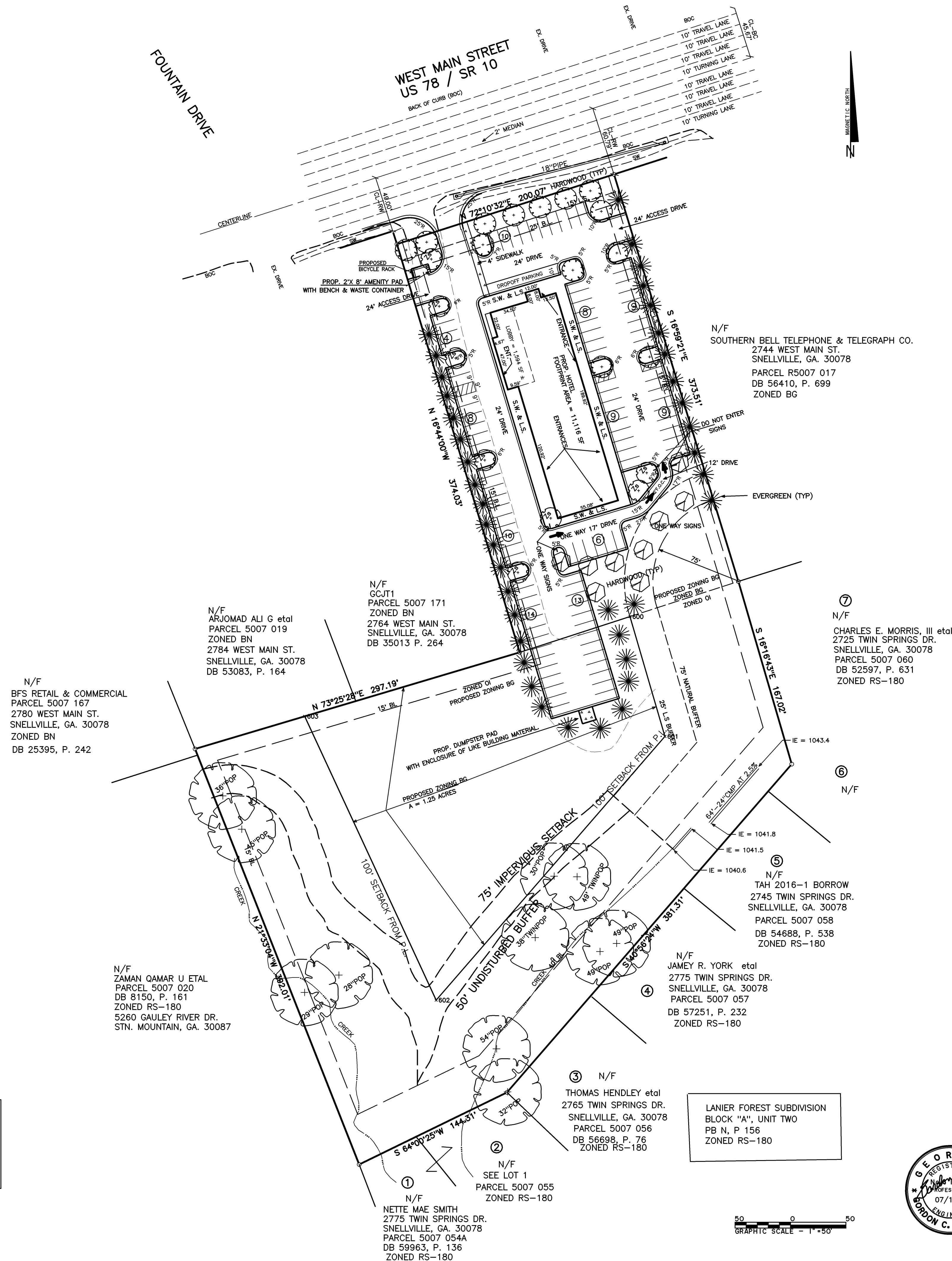
Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

In my opinion this property is not in a flood hazard
area as per F.I.R.M Flood Hazard Map of Gwinnett
County, Georgia
Community Panel Number 13135C 0128B
Effective Date 09/29/2006
Revision Date



GENERAL NOTES:

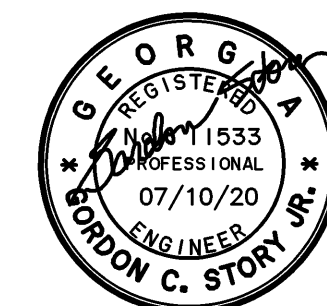
- 1.) REFERENCE BOUNDARY SURVEY: SURVEY FOR MANSOUR ENGINEERING, INC.
DATED 6/23/2019.
- * 2.) PROPERTY PRESENTLY SPLIT ZONED BG AND OI.(BG = 1.724 ACS., OI = 3.356 ACS.) SEE NOTE 24.
- 3.) PROPERTY AREA = 5.080 ACRES
- 4.) PROPOSED LOT COVER: $1.26 \text{ ACS IMP} / 5.080 \text{ ACS} \times 100 = 24.8\%$ (MAX. = 90%)
- 5.) PROPOSED USE = HOTEL
- 6.) THERE ARE STATE WATERS ON THIS PROPERTY.
- 7.) TAX PARCEL NO. R5007 018
- 8.) BUILDING DIMENSIONS ARE APPROXIMATE. HEIGHT = 80' MAXIMUM
- 9.) MINIMUM ROOF PITCH 4:12
- 10.) ALL PARKING SPACES ARE 9'W X 19'L.
- 11.) PROPOSED 100 PARKING SPACES
- 12.) SETBACKS: FRONT - 25'
SIDE - 15'
BACK - 15', 40' IF ADJACENT TO RESIDENTIAL.
- 13.) LANDSCAPE BUFFERS: FRONT - 15'
SIDE - 5'
REAR - 40'
- 14.) THERE ARE PROPOSED 95 DWELLING UNITS.
- * 15.) PROPOSED ZONING BG
- 16.) MINIMUM ROOM SIZE IS 300 SF.
- 17.) DECORATIVE STREET LIGHTS WILL BE PROVIDED
- 18.) DECORATIVE PEDESTRIAN LIGHTS WILL BE PROVIDED
- 19.) PARKING LOT LIGHTING USING DECORATIVE LIGHT POLES
AND FIXTURES WILL BE PROVIDED.
- 20.) THE EXTERIOR BUILDING MATERIAL SHALL MEET CITY CODES.
- 21.) THE COLOR OF THE EXTERIOR BUILDING SHALL MEET CITY CODES.
- 22.) THE BUILDING SHALL COMPLY WITH ART, VII, MOTELS, HOTELS,
AND EXTENDED-STAY HOTELS.
- 23.) THE EXISTING PYLON SIGN AT THE ENTRANCE SHALL BE REMOVED.
- 24.) AN ADDITIONAL 1.25 ACRES OF OI TO BE REZONED BG.



IF YOU DIG IN GEORGIA ...
CALL US FIRST 1-800-282-7411

CAUTION:

The utilities shown are shown for the contractors convenience only. There may be other utilities not shown on these plans. The engineer assumes no responsibility for the locations of underground utilities, and it shall be the contractors responsibility to verify the locations of all utilities shown as well as those not shown within the work limits. All damage made to existing utilities by the contractor shall be the responsibility of the contractor.



GORDON STORY, PE, RLS
CIVIL ENGINEER * LAND SURVEYOR
LEVEL II CERTIFIED DESIGN PROFESSIONAL

2608 RICKETSON ROAD
WARRENTON, GA. 30808

MOBILE PHONE: 678-656-3832
EMAIL: gtruestory@aol.com

LAND LOT 7
DISTRICT 5
WINNETT COUNTY
DATE: 08/27/20
JOB: 1914ZON5
DISK: # 19GSA

REVISIONS:

PROPOSED RE-ZONING PLAN FOR :
2752 WEST MAIN STREET
SNELLVILLE, GA.
PARCEL R5007 018

SHEET
OF
1

EXHIBIT “B”

DRAFT

TOTAL TRACT ZONED OP

PROPERTY LINE DESCRIPTION - TOTAL TRACT
2752 Main Street NW, Snellville Georgia, 30078 Gwinnett
County, tax parcel number R5007 018

All that tract or parcel lying and being in Land Lot 5
of the 7th Land District, Gwinnett County Georgia, Cates G.M.D.
Georgia Malitia, District 408 being more particularly described
as follows;

To find the "TRUE POINT OF BEGINNING", commence from the
intersection if extended of the easterly Right of Way of Valley Drive
a 50 foot Right Of Way with the southerly Right Of Way
U.S.Hwy 78 aka Georgia State Route S.R. 10 a variable Right-Of-Way;
Thence 874.74 feet(869.72 feet per Deed Book 56410 Page 0071)
along the southerly Right Of Way U.S. 78 aka S.R. 10 to a Point.
said Point being point SVXG480 (Parcel 1 Required R/W KC2001)
State of Georgia Department Of Transportation Project Number
CSSTP-0006-00(439) sheet 693 of 704, RIGHT OF WAY PLANS
Sheet 24 Page 32 (station 11+63.56 49.00 feet right) per centerline
stationing as shown on State of Georgia Department Of Transportation
Project Number CSSTP-0006-00(439) sheet 46 of 704, Mainline Plan
SR10/US 78 Drawing Number 13-001; Thence South 16 degrees 44
minutes 00 seconds East for a distance of 12.00 feet along the
westerly property line said tax parcel R5007 018 to a point on the south
right of way of U.S. Hwy. 78;
THENCE South 16 degrees 44 minutes 00 seconds East for a
distance of 374.03 feet to a point;
THENCE South 73 degrees 25 minutes 28 seconds West for a
distance of 196.81 feet to the "TRUE POINT OF BEGINNING";
THENCE South 73 degrees 25 minutes 28 seconds for a
distance of 297.19 feet to a point;
THENCE South 21 degrees 33 minutes 04 seconds East for a
distance of 392.01 feet to a point;
Thence North 64 degrees 00 minutes 25 seconds East for a
distance of 144.31 feet to a point;
THENCE North 40 degrees 56 minutes 24 seconds East for a
distance of 381.31 feet to a point;
THENCE North 16 degrees 16 minutes 43 seconds West for a
distance of 167.02 feet to a point;
THENCE South 72 degrees 02 minutes 09 seconds West for a
distance of 199.00 feet to a point;
THENCE South 16 degrees 15 minutes 22 seconds East for a
distance of 109.54 feet to a point;
THENCE South 40 degrees 56 minutes 24 seconds West for a
distance of 306.36 feet to a point;
THENCE North 24 degrees 50 minutes 55 seconds West for a
distance of 274.46 feet to a point;
THENCE North 73 degrees 25 minutes 28 seconds East for a
distance of 196.81 feet to the "TRUE POINT OF BEGINNING."

Said tract contains 2.106 acres more or less.

EXHIBIT “C”

DRAFT

TOTAL TRACT ZONED BG

PROPERTY LINE DESCRIPTION — TOTAL TRACT
2752 Main Street NW, Snellville Georgia, 30078 Gwinnett
County, tax parcel number R5007 018

All that tract or parcel lying and being in Land Lot 5
of the 7th Land District, Gwinnett County Georgia, Cates G.M.D.
Georgia Malitia District 408 being more particularly described
as follows;

To find the "TRUE POINT OF BEGINNING", commence from the
intersection if extended of the easterly Right of Way of Valley Drive
a 50 foot Right Of Way with the southerly Right Of Way
U.S.Hwy 78 aka Georgia State Route S.R. 10 a variable Right-Of-Way;
Thence 874.74 feet(869.72 feet per Deed Book 56410 Page 0071)
along the southerly Right Of Way U.S. 78 aka S.R. 10 to a Point.
said Point being point SVXG480 (Parcel 1 Required R/W KC2001)
State of Georgia Department Of Transportation Project Number
CSSTP-0006-00(439) sheet 693 of 704, RIGHT OF WAY PLANS
Sheet 24 Page 32 (station 11+63.56 49.00 feet right) per centerline
stationing as shown on State of Georgia Department Of Transportation
Project Number CSSTP-0006-00(439) sheet 46 of 704, Mainline Plan
SR10/US 78 Drawing Number 13-001; Thence South 16 degrees 44
minutes 00 seconds East for a distance of 12.00 feet along the
westerly property line said tax parcel R5007 018 to the
"TRUE POINT OF BEGINNING";

Said point being on the south right of way of U.S.78;

THENCE South 73 degrees 25 minutes 28 seconds West for a
distance of 196.81 feet to a point;

THENCE South 24 degrees 50 minutes 55 seconds East for a
distance of 274.46 feet to a point;

THENCE North 40 degrees 56 minutes 24 seconds East for a
distance of 306.36 feet to a point;

THENCE North 16 degrees 15 minutes 22 seconds West for a
distance of 109.54 feet to a point;

THENCE North 72 degrees 02 minutes 09 seconds East for a
distance of 100.00 feet to a point;

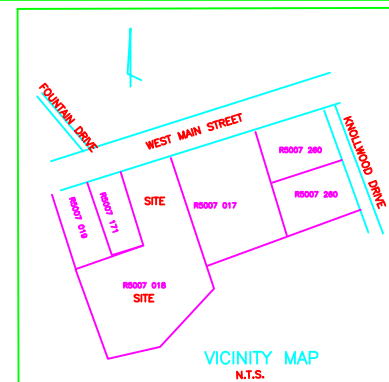
THENCE North 16 degrees 59 minutes 21 seconds West for a
distance of 373.51 feet to a point on the south right of way
of U.S.Hwy. 78;

Thence along said right of way South 72 degrees 10 minutes
32 seconds West for a distance of 200.07 feet to the "TRUE
POINT OF BEGINNING."

Said property contains 2.974 acres more or less.

EXHIBIT “D”

DRAFT



THENCE South 73 degrees 29 minutes 39 seconds West for a distance of 108.51 feet to a point;
THENCE South 24 degrees 00 minutes 06 seconds East for a distance of 274.48 feet to a point;
THENCE North 49 degrees 48 minutes 24 seconds East for a distance of 100.00 feet to a point;
THENCE North 10 degrees 15 minutes 22 seconds West for a distance of 108.54 feet to a point;
THENCE North 72 degrees 02 minutes 09 seconds East for a distance of 100.00 feet to a point;
THENCE North 72 degrees 02 minutes 21 seconds East for a distance of 273.51 feet to a point on the south right of way of U.S.Hwy. 70;
Thence along said right of way North 72 degrees 10 minutes 32 seconds West for a distance of 200.07 feet to the "TRUE POINT OF BEGINNING".

Field records, recorded 2,874 acres more or less.

PROPERTY LINE DESCRIPTION -- TOTAL TRACT
2782 14th Street NW, Nashville Georgia, 30078 Gwinnett
County, tax parcel number R0007 018

All that tract or parcel lying and being in Lot
of the 7th Land District, Gwinnett County Georgia, Canton
Georgia Middle District 408 being more particularly
as follows:

[illegible]

TNGC South 18 degrees 64 minutes 00 seconds East for a distance of 29.642 ft to a point
 TNGC North 42 degrees 08 minutes 20 seconds East for a distance of 19.681 ft to the "TRUE POINT OF BEGINNING"
 TNGC South 73 degrees 23 minutes 30 seconds for a distance of 30.621 ft to a point
 TNGC North 21 degrees 35 minutes 04 seconds East for a distance of 30.621 ft to a point
 TNGC North 44 degrees 04 minutes 20 seconds East for a distance of 14.621 ft to a point
 TNGC North 43 degrees 08 minutes 24 seconds East for a distance of 16.722 ft to a point
 TNGC North 18 degrees 16 minutes 43 seconds West for a distance of 16.722 ft to a point
 TNGC North 43 degrees 08 minutes 24 seconds East for a distance of 19.682 ft to a point
 TNGC South 18 degrees 16 minutes 22 seconds East for a distance of 20.629 ft to a point
 TNGC North 40 degrees 08 minutes 20 seconds East for a distance of 27.642 ft to a point
 TNGC North 73 degrees 23 minutes 30 seconds East for a distance of 30.621 ft to a point

Sold property containing 2,974 acres more or less.

N/F
BFS RETAIL & COMMERCIAL
PARCEL 5007 167
2780 WEST MAIN ST.
SNELLVILLE, GA. 30078
ZONED BN
DB 25395, P. 242

N/F
GCJT1
PARCEL 5007 171
ZONED BN
2764 WEST MAIN ST.
SNELLVILLE, GA. 30078
DB 35013 P. 264

N/F
SOUTHERN BELL TELEPHONE & TELEGRAPH CO.
2744 WEST MAIN ST.
SNELLVILLE, GA. 30078
PARCEL R5007 017
DB 56410, P. 699
ZONED BG

7
N/F
CHARLES E. MORRIS, III et al
2725 TWIN SPRINGS DR.
SNELLVILLE, GA. 30078
PARCEL 5007 060
DB 52597, P. 631
ZONED RS-180

N/F
TAH 2016-1 BORROW
2745 TWIN SPRINGS DR.
SNELLVILLE, GA. 30078
PARCEL 5007 058
DB 54688, P. 538
ZONED RS-180

④ N/F
JAMEY R. YORK et al
2775 TWIN SPRINGS DR.
SNELLVILLE, GA. 30078
PARCEL 5007 057
DB 57251, P. 232
ZONED RS-180

N/F
THOMAS HENDLEY et al
2765 TWIN SPRINGS DR.
SNELLVILLE, GA. 30078
PARCEL 5007 056
DB 56698, P. 76
ZONED RS-150

LANIER FOREST SUBDIVISION
BLOCK "A", UNIT TWO
PB N, P 156
ZONED RS-180

N/F
ZAMAN QAMAR U ETAL
PARCEL 5007 020
DB 8150, P. 161
ZONED RS-180
5260 GAULEY RIVER DR.
STN MOUNTAIN, GA 30087

PROPOSED ZONING O&P

① N/F
SEE LOT 1
PARCEL 5007 055
ZONED RS-180

NETTE MAE SMITH
2775 TWIN SPRINGS DR.
SNELLVILLE, GA. 30078
PARCEL 5007 054A
DB 59963, P. 136
ZONED RS-180

- 1) NEIGHBORHOOD SURVEY SURVEY FOR WILBUR ENGINEERING, INC.
DATED 6/23/2014.
- 2) PROPOSED DRIVEWAY SPREAD 80' OVER (80' = 1.794 ACL, OAP = 3.388 ACL) SEE NOTE 34
- 3) PROPOSED DRIVEWAY 6.000 ACL
- 4) PROPOSED LOT COVERAGE 80 = 1.794 ACL(1.88 SF)/1.794 = 73.11% AND OAP = 1.28 ACL(0.00787*1.88 = 7.08
- 5) PROPOSED HOUSE - HOTEL
- 6) THERE ARE THREE STORIES ON THIS PROPERTY.
- 7) THE PROPOSED LOT 050507 019
- 8) BUILDING FOOTPRINTS ARE APPROXIMATELY HEIGHT = 80' MINIMUM
- 9) MINIMUM ROOF PITCH 4:12
- 10) ALL PROPOSED STORIES ARE 8' X 16' X 16'
- 11) MINIMUM OF 7 PARALLEL STORIES
- 12) STORIES HEIGHT = 10'
 - SIDE = 10'
 - REAR = 40'
- 13) LANDSCAPE BUFFER PITCH = 10'
 - SIDE = 0'
 - REAR = 40'
- 14) THERE ARE PROPOSED 30 CHILLER LANE
- 15) PROPOSED DRIVEWAY 80
- 16) MINIMUM ROAD WIDTH 300 SF.
- 17) DISCRETE STREET LIGHTS WILL BE PROVIDED
- 18) DISCRETE FOOTCANDLE LIGHTS WILL BE PROVIDED
- 19) PARKING LOT LIGHTING UNDER MINIMUM LIGHT FOOT
AND FURNISHING WILL BE PROVIDED
- 20) THE EXISTING BUILDING MINIMUM SHALL BEAT CITY CODES.
- 21) THE COLOR OF THE EXISTING BUILDING SHALL BEAT CITY CODES.
- 22) THE BUILDING SHALL COMPLY WITH ART, VA, HOTELS, HOTELS,
AND EXISTING-EXIST HOTELS
- 23) THE EXISTING PLOT SIGN AT THE EXISTENCE SHALL BE REMOVED.
- 14) AN ADDITIONAL 1-5 A-CL (0.00787*1.88 = 7.08

IF YOU DIG IN GEORGIA ...
CALL US FIRST 1-800-282-7411

CAUTION:

The utilities shown are shown for the contractor's convenience only. There may be other utilities not shown on these plans. The engineer assumes no responsibility for the locations of underground utilities, and it shall be the contractor's responsibility to verify the locations of all utilities shown as well as those not shown within the work limits. All damage made to existing utilities by the contractor shall be the responsibility of the contractor.

GORDON STORY, PE, RLS
CIVIL ENGINEER * LAND SURVEYOR
LEVEL II CERTIFIED DESIGN PROFESSIONAL
 2608 RICKETSON ROAD
 WARRENTON, GA. 30808
 MOBILE PHONE: 678-856-3832
 EMAIL: gtruestory@aol.com

LAND LOT: 7
DISTRICT: 8
OR: GWINNETT COUNTY
DATE: 09/27/20
JOB: 1914ZCNS
DISK: # 1008A

**PROPOSED ZONING
FOR HOTEL**
2752 WEST MAIN STREET
SNELLVILLE, GEORGIA
PARCEL R5007 018

REVISIONS:	SHEET OF

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-02

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 5.08± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2752 WEST MAIN STREET, SNELLVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #LUP 20-02

SIZE: 5.08 Acres

LOCATION: 2752 W. Main Street, Snellville, Georgia

TAX PARCEL: R5007 018

**CURRENT FUTURE LAND USE
MAP DESIGNATION:** Office-Professional and Commercial Retail

**REQUESTED FUTURE LAND USE
MAP AMENDMENT:** Office-Professional and Commercial Retail

DEVELOPMENT/PROJECT: 95-Room 5-Story Avid Hotel

PROPERTY OWNERS: Rita M. Shah and Khalid Javed
Snellville, Georgia 30039

APPLICANT/CONTACT: Khalid Javed
678-770-7068 or kjaved@bellsouth.net

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny the Application to modify the designated land use as it applies to the 5.08± acre tract of land located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel R5007 018) for a 95-room 5-story Avid hotel; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by Applicant, the request for a change in the future land use designation of the 5.08± acre tract of land as shown on the site plan entitled “Proposed Re-Zoning Plan for 2752 West Main Street”, sealed, signed and dated 7-10-2020 (stamped received 9-17-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference and the 2.974± acre tract described by the legal description in Exhibit “C”, a copy of which is attached hereto and incorporated herein by reference, is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

DRAFT

ORDAINED this ____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

EXHIBIT “B”

DRAFT

EXHIBIT “C”

DRAFT

EXHIBIT “D”

DRAFT

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-03

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 5.08± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2752 WEST MAIN STREET, SNELLVILLE, GEORGIA; TO GRANT A SPECIAL USE PERMIT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER:

#SUP 20-02

PROPERTY OWNERS:

Rita M. Shah and Khalid Javed
Snellville, Georgia 30039

LOCATION:

2752 W. Main Street, Snellville, Georgia
(the "Property")

TAX PARCEL:

R5007 018

DEVELOPMENT/PROJECT:

95-Room 5-Story Avid Hotel

APPLICANT/CONTACT:

Khalid Javed
678-770-7068 or kjaved@bellsouth.net

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to grant SUP 20-02, special use permit for a hotel; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE
CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:**

Section 1. A special use permit is hereby granted for the development and use of a hotel on the 5.08± acre tract of land located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel R5007 018), described and shown on the site plan entitled “Proposed Re-Zoning Plan for 2752 West Main Street”, sealed, signed and dated 7-10-2020 (stamped received 9-17-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set forth herein.

Section 3. The changes in zoning classification is to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 4. (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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this ____ day of _____, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

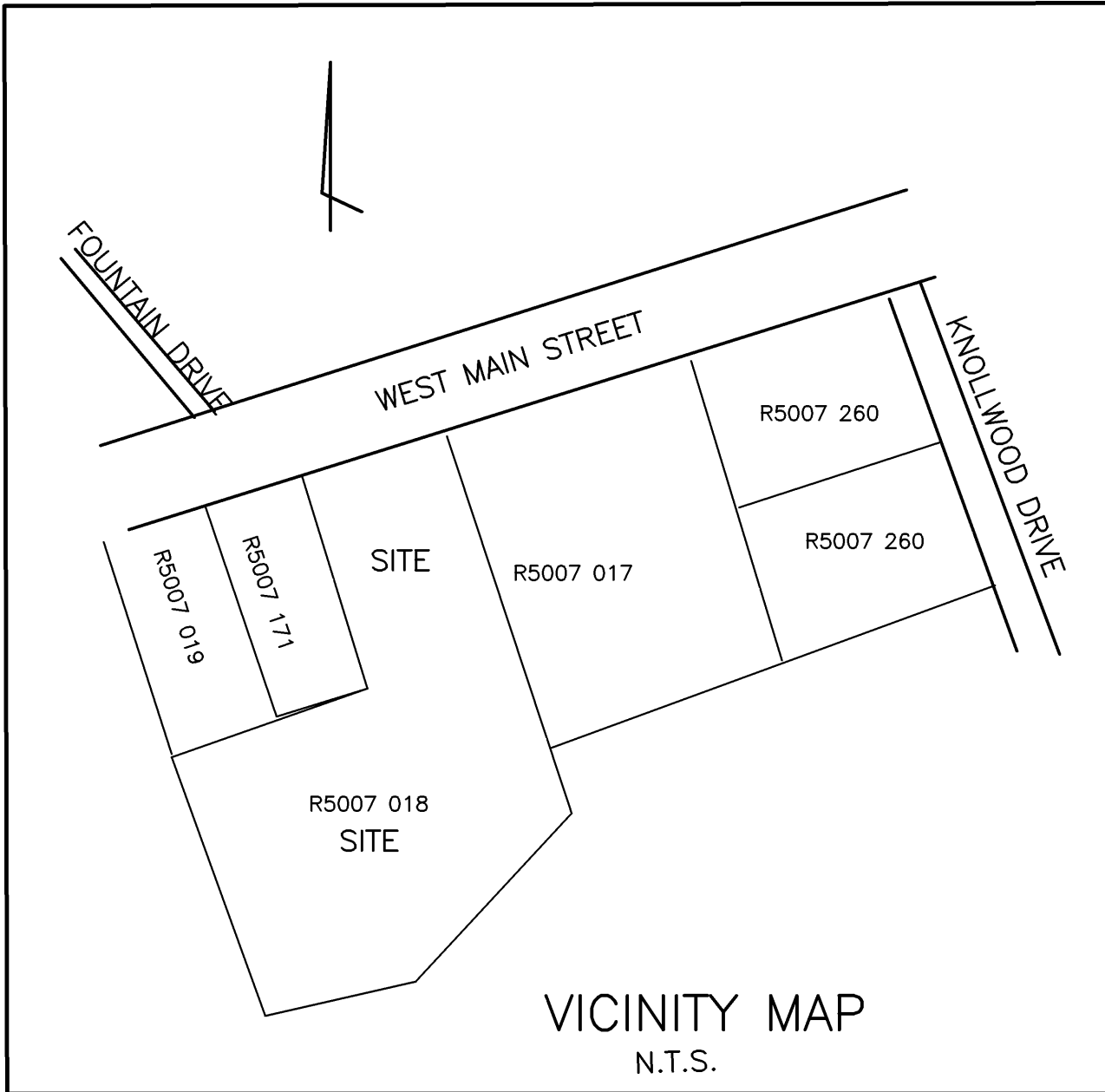
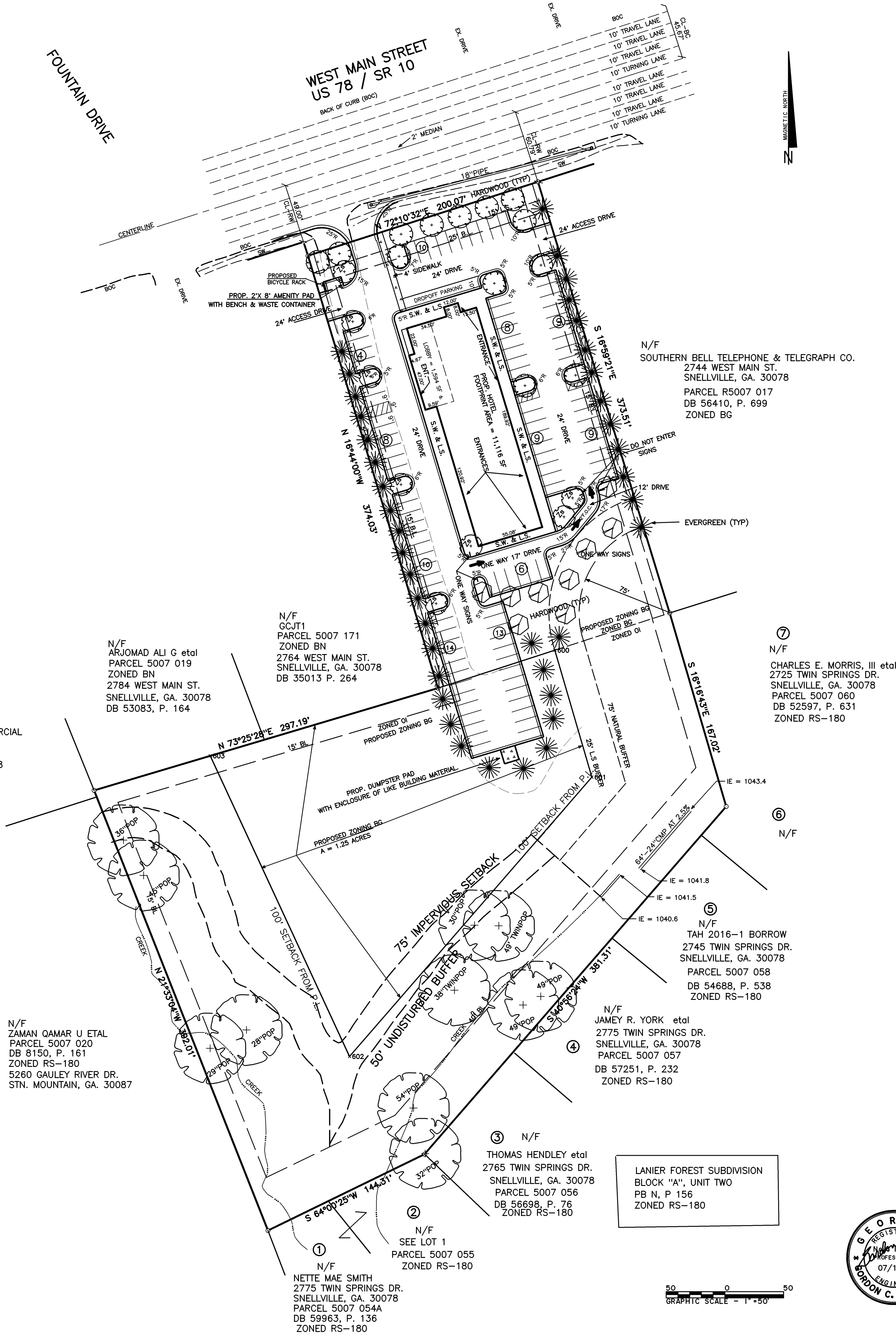
Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

In my opinion this property is not in a flood hazard area as per F.I.R.M Flood Hazard Map of Gwinnett County, Georgia
Community Panel Number 13135C 0128B
Effective Date 09/29/2006
Revision Date

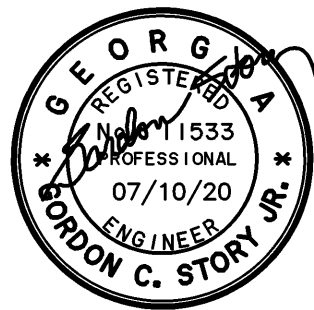


- GENERAL NOTES:
- 1.) REFERENCE BOUNDARY SURVEY: SURVEY FOR MANSUR ENGINEERING, INC. DATED 6/23/2019.
 - * 2.) PROPERTY PRESENTLY SPLIT ZONED BG AND OI.(BG = 1.724 ACS., OI = 3.356 ACS.) SEE NOTE 24
 - 3.) PROPERTY AREA = 5.080 ACRES
 - 4.) PROPOSED LOT COVERAGE = 1.26 ACS IMP / 5.080 ACS X 100 = 24.8% (MAX. = 90%)
 - 5.) PROPOSED USE - HOTEL
 - 6.) THERE ARE STATE WATERS ON THIS PROPERTY.
 - 7.) TAX PARCEL NO. R5007 018
 - 8.) BUILDING DIMENSIONS ARE APPROXIMATE. HEIGHT = 80' MAXIMUM
 - 9.) MINIMUM ROOF PITCH 4:12
 - 10.) ALL PARKING SPACES ARE 9'W X 19'L
 - 11.) PROPOSED 100 PARKING SPACES
 - 12.) SETBACKS: FRONT - 25'
SIDE - 15'
BACK - 15', 40' IF ADJACENT TO RESIDENTIAL
SIDE - 5'
REAR - 40'
 - 13.) LANDSCAPE BUFFERS: FRONT - 15'
SIDE - 5'
REAR - 40'
 - 14.) THERE ARE PROPOSED 95 DWELLING UNITS.
 - * 15.) PROPOSED ZONING BG
 - 16.) MINIMUM ROOM SIZE IS 300 SF.
 - 17.) DECORATIVE STREET LIGHTS WILL BE PROVIDED
 - 18.) DECORATIVE PEDESTRIAN LIGHTS WILL BE PROVIDED
 - 19.) PARKING LOT LIGHTING USING DECORATIVE LIGHT POLES AND FIXTURES WILL BE PROVIDED.
 - 20.) THE EXTERIOR BUILDING MATERIAL SHALL MEET CITY CODES.
 - 21.) THE COLOR OF THE EXTERIOR BUILDING SHALL MEET CITY CODES.
 - 22.) THE BUILDING SHALL COMPLY WITH ART. VII, MOTELS, HOTELS, AND EXTENDED-STAY HOTELS.
 - 23.) THE EXISTING PYLON SIGN AT THE ENTRANCE SHALL BE REMOVED.
 - 24.) AN ADDITIONAL 1.25 ACRES OF OI TO BE REZONED BG.



IF YOU DIG IN GEORGIA ...
CALL US FIRST 1-800-282-7411

CAUTION:
The utilities shown are shown for the contractors convenience only. There may be other utilities not shown on these plans. The engineer assumes no responsibility for the locations of underground utilities, and it shall be the contractors responsibility to verify the locations of all utilities shown as well as those not shown within the work limits. All damage made to existing utilities by the contractor shall be the responsibility of the contractor.



GORDON STORY, PE, RLS
CIVIL ENGINEER * LAND SURVEYOR
LEVEL II CERTIFIED DESIGN PROFESSIONAL
2608 RICKETSON ROAD
WARRENTON, GA. 30808
MOBILE PHONE: 678-656-3832
EMAIL: gtruestory@aol.com

LAND LOT 7
DISTRICT 5
GWINNETT COUNTY
DATE: 08/27/20
JOB: 1914ZON5
DISK: # 19GSA

PROPOSED RE-ZONING PLAN FOR :
2752 WEST MAIN STREET
SNELLVILLE, GA.
PARCEL R5007 018

REVISIONS:

SHEET
OF
1

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-03

AN ORDINANCE TO DENY THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 5.08± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2752 WEST MAIN STREET, SNELLVILLE, GEORGIA; TO DENY A SPECIAL USE PERMIT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #SUP 20-02

PROPERTY OWNERS: Rita M. Shah and Khalid Javed
Snellville, Georgia 30039

LOCATION: 2752 W. Main Street, Snellville, Georgia
(the “Property”)

TAX PARCEL: R5007 018

DEVELOPMENT/PROJECT: 95-Room 5-Story Avid Hotel

APPLICANT/CONTACT: Khalid Javed
678-770-7068 or kjaved@bellsouth.net

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny SUP 20-02, special use permit for a hotel; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF
THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:**

Section 1. For reasons stated in the public hearing and recommendations of the Planning Department and Planning Commission, a special use permit is hereby denied for the development and use of a hotel on the 5.08± acre tract of land located at 2752 W. Main Street, Snellville, Georgia (Tax Parcel R5007 018), described and shown on the site plan entitled “Proposed Re-Zoning Plan for 2752 West Main Street”, sealed, signed and dated 7-10-2020 (stamped received 9-17-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set forth herein.

Section 3. (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 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this ____ day of _____, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

Agenda Item Summary



TO: The Mayor and Council

FROM: Jason Thompson, Director
Department of Planning and Development

DATE: February 8, 2021

RE: #RZ 20-04 LUP 20-03

DEVELOPMENT: 101- Unit Townhome Development
14.7± Acres at 2465 Scenic Hwy. S, Snellville, Georgia

STATUS: 1st Reading

Applications to amend the Snellville 2040 Comprehensive Plan Future Land Use Map; Official Zoning Map amendment and request for variance for a 101-Unit Single-family Attached (Townhome) Development on a 14.7± acre property located at 2465 Scenic Hwy. S, Snellville, Georgia (Tax Parcels 5006 002 and 5006 003).

Financial Impact: Site Development Permit fees; Building Permit fees; Real Property Taxes

Planning Commission Meeting: January 26, 2021

Recommendations:

Case No. →	LUP 20-03	RZ 20-04
Planning Department	Approval	Approval
Planning Commission	Approval	Approval

Mayor and Council Meetings: February 8, 2021 (1st Reading)
February 22, 2021 (2nd Reading and Public Hearing)

Action requested: Consideration and Waive the 1st Reading

14.7± Acres at 2465 Scenic Hwy. S, Snellville, Georgia
Case #RZ 20-04 LUP 20-03
February 8, 2021
Page... 2

Case Documents (website link):

- Letter of Intent (10-09-2020)
- #RZ 20-04 Application (10-09-2020)
- #LUP 20-03 Application (10-09-2020)
- Property Survey (10-09-2020)
- Property Legal Descriptions (10-09-2020)
- Supplements to Applications (10-09-2020)
- 9-18-2020 Master Rezoning Site Plan (10-09-2020)
- Sample Elevation Rendering & Photos (10-09-2020)
- 11-24-2020 Planning Department Case Summary & Analysis (11-11-2020)
- *Unofficial* 1-26-2021 Planning Commission Regular Meeting Minutes (2-1-2021)
- 1-26-2021 Planning Commission Case Report (2-1-2021)
- 2-8-2021 Planning Department Case Summary & Analysis with Planning Commission Report (2-2-2021)
- Draft Ordinance(s) (2-4-2021)

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-04

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO DENY VARIANCES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #RZ 20-03

SIZE: 14.724 Acres

LOCATION: 2465 Scenic Highway S., Snellville, Georgia

TAX PARCELS: R5006 002 and R5006 003

CURRENT ZONING MAP: OP (Office-Professional) District
and BG (General Business) District

**REQUESTED ZONING MAP
AMENDMENT:** R-TH (Single-family Residential
Townhome) District

DEVELOPMENT/PROJECT: 101-Unit Single-family Residential
Townhome Community

PROPERTY OWNERS: Crawford F. Juhan, Jr., Snellville, Georgia
Edjen Enterprises, LLC, Longboat Key, FL

APPLICANT/CONTACT: Meritage Homes of Georgia
c/o Mitch Peevy
770-361-8444 or MitchPeevy@gmail.com
BG (General Business) District

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor
and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and 5006 003) for a 101-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The Official Zoning Map for the City of Snellville, Georgia for the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, sealed and dated 9-18-2020 (stamped received 10-9-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby changed from OP (Office-Professional) District and BG (General Business) District to R-TH (Single-family Residential Townhome) District. This action is subject to the attachment of the following conditions (1-8):

CONDITIONS:

1. The property shall be developed in accordance with the rezoning site plan entitled “Scenic Hwy at Henry Clower”, dated 9-18-2020 (stamped received 10-9-2020), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval.

2. Single-family attached dwellings shall not exceed a density of 6.9 units per acre.
3. A Property Owner's Association shall be established for the continuous maintenance of buffers, open space, stormwater detention facility, and recreation areas.
4. The development and townhome units are to be deed restricted to at least 90% owner-occupied fee-simple single-family ownership while the remaining 10% of the townhome units may be used as non-owner occupied (rental) units. This condition must be incorporated into the Property Owner's Association documents prior to the release of any certificates of occupancy.
5. Signs higher than 15 feet or larger than 225 square feet are prohibited.
6. Continue sidewalk connectivity within the existing public right-of-way where there are no sidewalks between Tract 1 and Tract 2.
7. Developer shall erect a 6-foot tall vinyl coated chain link fence around the perimeter of the development, excluding the front of the property.
8. A 25-foot landscape buffer shall be required along the sides and rear of the property.

Section 2. The requested variance from Sec. 9.5B(4)(6)(a) of the Zoning Ordinance requiring front-loading garages for single-family attached dwellings (townhomes), be located a minimum of ten (10) feet behind the plane of the front façade of the principal building is denied.

Section 3. The changes in zoning classification are to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning

Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

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. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 7. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

Section 8. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this _____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

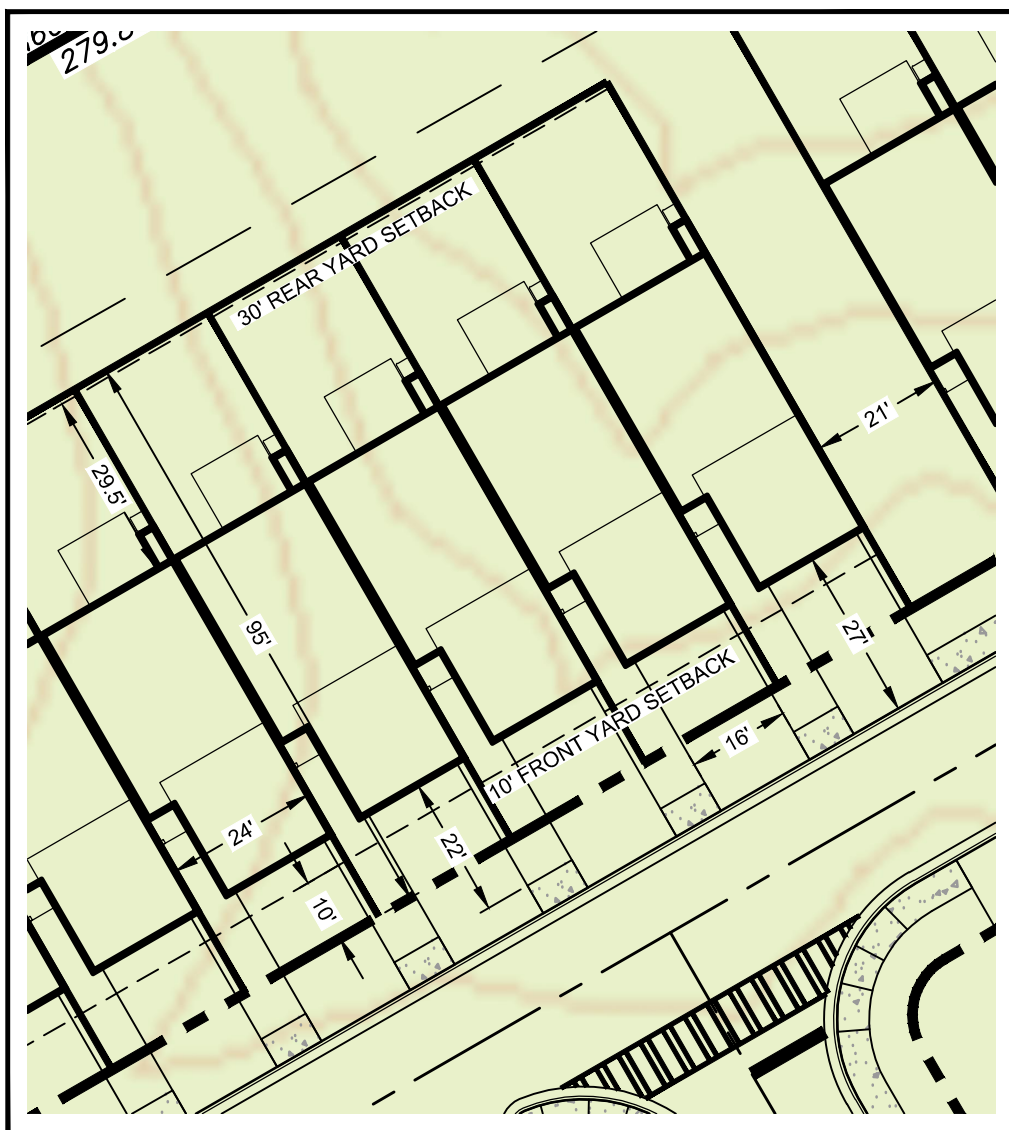
Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT



REVISIONS:

[illegible]

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. © Planners and Engineers Collaborative.

Frequency Range	Count
0-30	10
30-60	10
60-120	20
120-180	20

SCALE: 1" = 60'
DATE: SEPT. 18, 2020
PROJECT: 20160.00

THIS SEAL IS ONLY VALID IF COUNTER SIGNED
AND DATED WITH AN ORIGINAL SIGNATURE.



24 HOUR CONTACT:
RAY RICHARD
912-222-5646

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-04

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #RZ 20-03

SIZE: 14.724 Acres

LOCATION: 2465 Scenic Highway S., Snellville, Georgia

TAX PARCELS: R5006 002 and R5006 003

CURRENT ZONING MAP: OP (Office-Professional) District
and BG (General Business) District

**REQUESTED ZONING MAP
AMENDMENT:** R-TH (Single-family Residential
Townhome) District

DEVELOPMENT/PROJECT: 101-Unit Single-family Residential
Townhome Community

PROPERTY OWNERS: Crawford F. Juhan, Jr., Snellville, Georgia
Edjen Enterprises, LLC, Longboat Key, FL

APPLICANT/CONTACT: Meritage Homes of Georgia
c/o Mitch Peavy
770-361-8444 or MitchPeavy@gmail.com
BG (General Business) District

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and,

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny RZ 20-04, which requested to amend the official zoning map as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and 5006 003) for a 101-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by Applicant, the request for a change to the Official Zoning Map for the City of Snellville, Georgia for the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, sealed and dated 9-18-2020 (stamped received 10-9-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

DRAFT

ORDAINED this _____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-05

AN ORDINANCE TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #LUP 20-03

SIZE: 14.724 Acres

LOCATION: 2465 Scenic Highway S., Snellville, Georgia

TAX PARCELS: R5006 002 and R5006 003

**CURRENT FUTURE LAND USE
MAP DESIGNATION:** Office-Professional
and Low-Density Residential

**REQUESTED FUTURE LAND USE
MAP AMENDMENT:** Medium-Density Residential

DEVELOPMENT/PROJECT: 101-Unit Single-family Residential
Townhome Community

PROPERTY OWNERS: Crawford F. Juhan, Jr., Snellville, Georgia
Edjen Enterprises, LLC, Longboat Key, FL

APPLICANT/CONTACT: Meritage Homes of Georgia
c/o Mitch Peevy
770-361-8444 or MitchPeevy@gmail.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend the designated land use as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and R5006 003) for a 101-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. The future land use designation of the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, sealed and dated 9-18-2020 (stamped received 10-9-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby changed from Office-Professional and Low-Density Residential to Medium-Density Residential.

This change in future land use is to be noted on the City of Snellville 2040 Comprehensive Plan Future Land Use Map, as previously amended and as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The future land use map shall also be amended with an editorial note specifying the date this Snellville Land Use Plan Amendment was approved by the Mayor and Council and specifying the parcel affected by this Ordinance. Until the change is indicated on the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor

and Council, this Ordinance shall govern over the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the City of Snellville 2040 Comprehensive Plan Future Land Use Map approved by the Mayor and Council.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this ____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-05

AN ORDINANCE TO DENY THE REQUEST TO AMEND THE 2040 COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR THE CITY OF SNELLVILLE, GEORGIA, FOR A 14.724± ACRE TRACT OF LAND LOCATED IN LAND LOT 6 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2465 SCENIC HIGHWAY S., SNELLVILLE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #LUP 20-03

SIZE: 14.724 Acres

LOCATION: 2465 Scenic Highway S., Snellville, Georgia

TAX PARCELS: R5006 002 and R5006 003

**CURRENT FUTURE LAND USE
MAP DESIGNATION:** Office-Professional
and Low-Density Residential

**REQUESTED FUTURE LAND USE
MAP AMENDMENT:** Medium-Density Residential

DEVELOPMENT/PROJECT: 101-Unit Single-family Residential
Townhome Community

PROPERTY OWNERS: Crawford F. Juhan, Jr., Snellville, Georgia
Edjen Enterprises, LLC, Longboat Key, FL

APPLICANT/CONTACT: Meritage Homes of Georgia
c/o Mitch Peevy
770-361-8444 or MitchPeevy@gmail.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny LUP 20-03, which requested to amend the designated land use as it applies to the 14.724± acre tract of land located at 2465 Scenic Highway S., Snellville, Georgia (Tax Parcels R5006 002 and R5006 003) for a 101-unit single-family attached (townhome) development; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. For reasons stated in the public hearing and upon a review of the application submitted by Applicant, the request for a change in the future land use designation of the 14.724± acre tract of land as shown on the site plan entitled “Scenic Hwy at Henry Clower a Master Planned Residential Development for Meritage Homes”, sealed and dated 9-18-2020 (stamped received 10-9-2020) in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference is hereby denied.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. Penalties in effect for violations of the Zoning Ordinance of the City of Snellville 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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of February, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

Agenda Item Summary



TO: The Mayor and Council

FROM: Jason Thompson, Director
Department of Planning and Development

DATE: February 8, 2021

RE: #SUP 20-03

FOR USE BY: The Love Center Family Ministries
2110 McGee Road, Snellville, Georgia

STATUS: 1st Reading

Application for Special Use Permit for a Place of Worship located in Suites 2124-2130 of the Fountain Square Shopping Center, zoned BG (General Business) District, 2110 McGee Road, Snellville, Georgia (Tax Parcel 5007 230).

Financial Impact: None

**Planning Department
Recommendation:** Denial

**Planning Commission
Meeting:** January 26, 2021

**Planning Commission
Recommendation:** Denial

**Mayor and Council
Meetings:** February 8, 2021 (1st Reading)
February 22, 2021 (2nd Reading and Public Hearing)

Action requested: Consideration and Waive the 1st Reading

The Love Center Family Ministries, 2110 McGee Rd., Snellville, Georgia
Case #SUP 20-03
February 8, 2021
Page... 2

Case Documents (website link):

- Letter of Intent (10-13-2020)
- #SUP 20-03 Application (10-13-2020)
- Fountain Square Shopping Center Site Plan (10-13-2020)
- Property Photos (10-13-2020)
- 11-24-2020 Planning Department Case Summary & Analysis (11-11-2020)
- *Unofficial* 1-26-2021 Planning Commission Regular Meeting Minutes (2-1-2021)
- 1-26-2021 Planning Commission Case Report (2-1-2021)
- 2-8-2021 Planning Department Case Summary & Analysis with Planning Commission Report (2-1-2021)
- Draft Ordinance (2-4-2021)

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-06

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 8.47± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2110 MCGEE ROAD, SUITES 2124-2130, SNELLVILLE, GEORGIA; TO GRANT A SPECIAL USE PERMIT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER:

#SUP 20-03

PROPERTY OWNER:

Reiger Associates 90-1, Ltd.
Dallas Texas 75209

LOCATION:

Fountain Square Shopping Center
2110 McGee Road, Suite 2124-2130
Snellville, Georgia 30078

TAX PARCEL:

R5007 240

REQUESTED SPECIAL USE:

Place of Worship

APPLICANT/CONTACT:

The Love Center Family Ministries
Melvin Harris, Sr., Pastor
678-571-6640 or debosesandra@yahoo.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to grant the requested special use permit for a place of worship; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE
CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:**

Section 1. A Special Use Permit is hereby granted to The Love and Faith Family Ministries to operate a place of worship in the Fountain Square Shopping Center on the 8.47± acre tract of land located at 2110 McGee Road, Snellville, Georgia (Tax Parcel R5007 240), described and shown on the shopping center plan in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference. The Special Use is subject to the following conditions:

1. In the event that the subject space is not leased or occupied by The Love and Faith Family Ministries within twelve (12) months from the date of Mayor and Council approval, or if the space is occupied and later vacated by The Love and Faith Family Ministries, the Special Use Permit will become null and void. Should the Special Use Permit become null and void, any distance requirements from the subject property for the purpose of selling alcoholic beverages shall also become null and void, as they relate to Churches/Houses of Worship; and
2. New signs higher than 15 feet and larger than 225 square feet are prohibited.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set forth herein.

Section 3. The change in zoning classification is to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and

Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 4. (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 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

ORDAINED this ____ day of _____, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

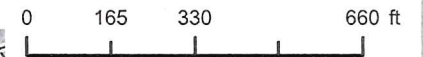
Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

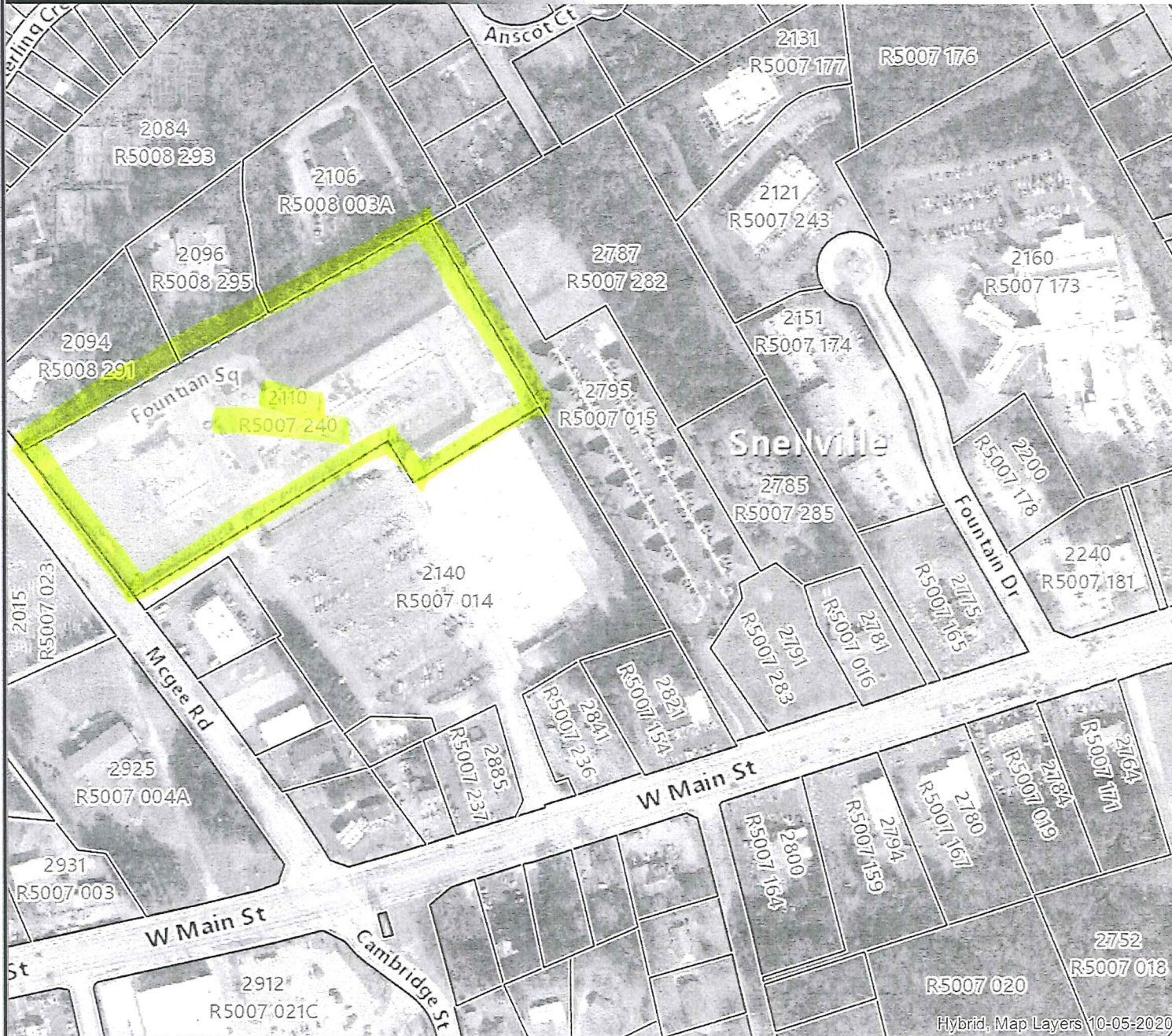
Tod Warner, Council Member

EXHIBIT “A”

DRAFT



- Property Parcels
- County Boundary



10/7/2020



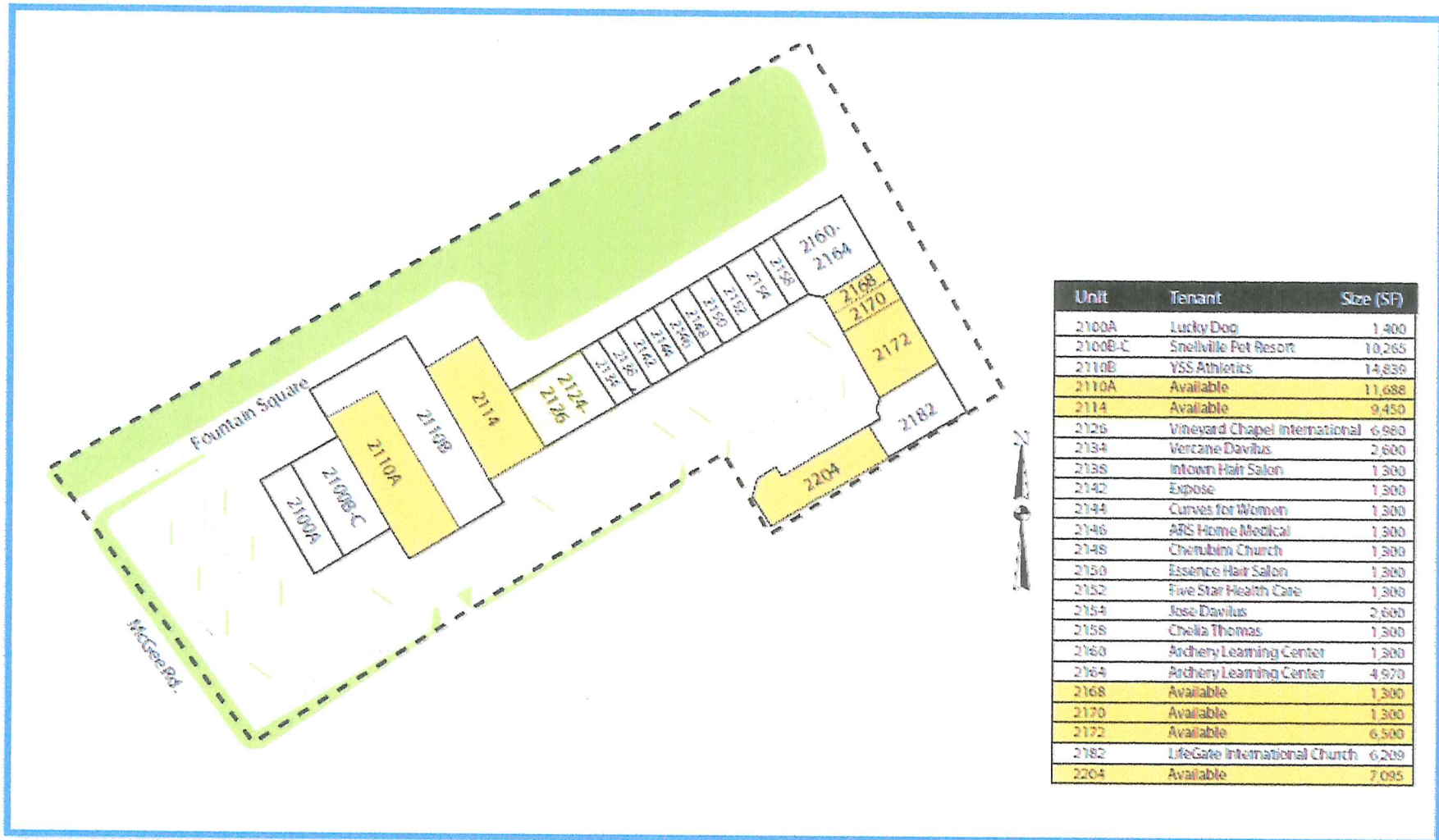
This map is a graphical representation of data obtained from aerial photography, recorded deeds, plats, engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map.

Fountain Square

Snellville (Atlanta MSA), GA



Site Plan



STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. 2021-06

AN ORDINANCE TO DENY THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 8.47± ACRE TRACT OF LAND LOCATED IN LAND LOT 7 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 2110 MCGEE ROAD, SUITES 2124-2130, SNELLVILLE, GEORGIA; TO DENY A SPECIAL USE PERMIT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER:

#SUP 20-03

PROPERTY OWNER:

Reiger Associates 90-1, Ltd.
Dallas Texas 75209

LOCATION:

Fountain Square Shopping Center
2110 McGee Road, Suite 2124-2130
Snellville, Georgia 30078

TAX PARCEL:

R5007 240

REQUESTED SPECIAL USE:

Place of Worship

APPLICANT/CONTACT:

The Love Center Family Ministries
Melvin Harris, Sr., Pastor
678-571-6640 or debosesandra@yahoo.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to deny SUP 20-03, special use permit for a place of worship; and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE
CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:**

Section 1. For reasons stated in the public hearing and recommendations by the Planning Department and Planning Commission, a special use permit is hereby denied for The Love and Faith Family Ministries to operate a place of worship in the Fountain Square Shopping Center on the 8.47± acre tract of land located at 2110 McGee Road, Snellville, Georgia (Tax Parcel R5007 240), described and shown on the shopping center plan in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set forth herein.

Section 3. (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 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance was adopted on _____, 2021. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

SIGNATURES APPEAR ON FOLLOWING PAGE

ORDAINED this ____ day of _____, 2021.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT “A”

DRAFT

STATE OF GEORGIA
COUNTY OF GWINNETT

**AGREEMENT FOR PROMOTION OF TOURISM
CONVENTIONS AND TRADE SHOWS**

This Agreement, entered into to be effective as of the 11th day of January, 2021, by and between the City of Snellville, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia and authorized to do business in the state (hereinafter referred to as "City"), and Snellville Tourism and Trade Association, Inc., a Georgia non-profit business association approved to be exempt from federal income tax as a Section 501(c)(6) business league and existing under the laws of the State of Georgia (hereinafter referred to as "Company").

WITNESSETH

WHEREAS the City is authorized by its charter and specifically by O.C.G.A. § 48-13-51 to levy a tax on public accommodations for the promotion of tourism, conventions and trade shows;

WHEREAS, the Company has been responsible for promoting tourism, conventions and trade shows within the City of Snellville and specifically encouraging tourism, conventions and trade shows through marketing projects and materials, special events, concerts and other promotions;

WHEREAS, for the period of January 1, 2021 - December 31, 2021 the City desires to pay 90% of the excise tax collected on rooms, lodgings and accommodations to the Company to support their efforts in promoting tourism, conventions and trade shows;

WHEREAS, the City desires to accommodate the public interest by insuring that the Hotel/Motel Excise Tax proceeds are used for legitimate public purposes, promoting tourism, conventions and trade shows as provided by law;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in consideration of the performance of the services for the promotion of tourism, conventions and trade shows by the Company, the sufficiency of which both parties acknowledge and agree is sufficient, the City and the Company agree to the terms as set forth below:

1.

The City of Snellville pursuant to O.C.G.A. § 48-13-51 shall levy a tax in excess of three percent (3%) but not to exceed eight percent (8%) as provided for under this code section for the purpose of promoting tourism, conventions and trade shows. The funds collected in this manner shall be segregated within the books and records of the City of Snellville and specifically designated to be set aside for the promotion of tourism, conventions and trade shows. These funds shall be specifically restricted to the uses allowed under § 48-13-51 and the other relevant provisions of the Official Code of Georgia. Pursuant to the terms of the State hotel/motel tax, the undersigned Company shall provide to the Mayor and Council of the City of Snellville a specific annual budget in January of each year for the expenditure of funds prior to receiving a distribution of any tax revenues collected from the hotel/motel tax. This annual budget then shall be attached to this Agreement. Tax proceeds up to the amount selected shall be paid by the City to the Company on a regular basis. In exchange for the receipt of these funds, the Company agrees to strictly comply with the specific terms of the budget.

No expenditures shall be made from the Hotel/Motel Excise Tax proceeds collected unless pursuant to a specific line item allowed under the terms of the budget. These provisions shall be monitored through open access the Company's records, communications with the Company's bookkeeper and audits and/or financial reviews as requested. If the Company desires to change any items within the budget, the appropriate amendments shall be submitted to the City of Snellville and the Company's budget shall remain balanced at all times.

The Company shall also submit a set Event Schedule for the coming year for Mayor and Council approval as part of this annual contract. The approved Event Schedule for 2021 must be made available by February 1, 2021.

Any changes to approved Event Schedule must be submitted to the Mayor and Council. At least 60 days prior to any event, the Company shall notify the City of their plans for the event and shall include the Snellville Public Works and Snellville Police Department in the planning of the event. Town Green can be utilized at no charge and T.W. Briscoe Park may be leased by the Company at the city resident rate. As a recipient of public funds, the Company agrees to submit its books, records, checks, receipts, budgets and all other documents necessary for a full audited review to the City auditor if requested. The City shall have the right to audit the Company's entire business operations on an annual basis pursuant to its current fiscal year audit requirements imposed by the State of Georgia. The Company shall provide quarterly P & L statements to the City with meeting presentations as scheduled by the City Clerk.

2.

The City shall pay Thirty-eight Thousand and 00/100 Dollars (\$38,000.00) to Company for the purpose of publishing City announcements and activities in Company's marketing publication. The purpose of this provision is to ensure that public information and announcements are distributed electronically or by publication to the residents of Snellville. This marketing effort shall include providing adequate space to the City's Parks & Recreation Department and Economic Development Department, working through the City Public Information Officer, to disseminate important marketing and service oriented information to the public.

3.

A maximum City budget amount of \$16,000.00 per year will be earmarked for establishing security, safe traffic flow and City Hall monitoring for events on the Town Green and in/around City Hall. This amount takes into account the cost of City provided Worker's Compensation coverage. The Company and City may draw upon these funds provided the City is presented with clear documentation showing the amount of the time and expenses incurred for the above stated purposes.

4.

The Company agrees to perform services for the City required by O.C.G.A. § 48-13-51 as the City's private sector non-profit organization for promoting tourism, conventions and trade shows as follows:

a) Fully represent all Snellville hotels/motels. The Company shall market and promote all Snellville hotel/motels as an overnight destination for both group and individual travelers; include all Snellville properties in any and all Company publications, banners, website and marketing projects (as applicable); and to provide normal and customary Company services to all Snellville hotels/motels and attendant groups.

b) Coordinate the execution of the annual Work Plan of marketing initiatives approved by the Company Board of Directors for the purpose of promoting Snellville as a shopping, special event, dining and historic destination.

c) Provide a contact phone number on Company website for interested volunteers to access.

d) Hold all meetings in accordance with Company By-Laws.

e) This Agreement includes Commerce Club attendance for five (5) City representatives: City Manager, Economic Development Director, Police Chief, Public Information Officer, plus one (1) guest.

5.

At the City's request, the Company agrees to provide the City of Snellville with a full written description and line item budget of all events which are supported by the funds provided under this Agreement.

6.

The term of this Agreement shall be for a calendar year beginning on January 1, 2021, and ending on December 31, 2021. This Agreement may be renewed annually from year to year by specific written approval of the City of Snellville Mayor and Council.

7.

The Company agrees to be responsible for insuring that these funds are used consistent with the authority granted to the City under O.C.G.A. § 48-13-51. In the event that an audit or an appropriate authorized entity determines that these funds are not being expended appropriately, the Company shall be responsible for reimbursing the City for any unauthorized expenditures including any cost involved in making the determination that the expenditure was inappropriate.

8.

This Agreement may be terminated by the City by sixty (60) days written notice to the Company.

9.

This Agreement constitutes the entire understanding between the City and the Company and may be modified only by written instrument duly executed by the parties hereto.

This Agreement is governed by the laws of the State of Georgia.

10.

Time is of the essence in this Agreement.

11.

It is understood and agreed that the Company is engaged to perform services under this Agreement as an independent contractor and not as an agent of the City. The Company agrees to indemnify and save harmless the City against all claims for bodily injury, death or damages to persons or property damage to property by reason of its negligence or misconduct relating to the Company's performance of this Agreement including but not limited to attorney's fees and court costs incurred by the City of Snellville.

12.

This Agreement may not be assigned without the express written consent of the Mayor and Council of the City of Snellville after the assignment has been duly approved at a regular meeting of the Mayor and Council.

13.

The Company shall comply with all applicable laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer, which shall impose any duty upon the Company with respect to the terms of this contract.

14.

All notices and communication provided for under this Agreement shall be in writing sent by regular mail to the following addresses:

To the City of Snellville:

Butch Sanders, City Manager
City of Snellville
2342 Oak Road
Snellville, GA 30078

With copies to:

Snellville Tourism and Trade Association: Don Britt, President
P. O. Box 669
Snellville, GA 30078

15.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____ to become effective as applicable of the date first shown hereon.

CITY OF SNELLVILLE

By: Barbara Bender, Mayor

Approved as to Form:

Anthony O.L. Powell, City Attorney

Attest:

By: Melisa Arnold, City Clerk

SNELLVILLE TOURISM AND TRADE ASSOCIATION

Don Britt, President

Attest:

By:
Title: Treasurer

|

Upon recording, please return to:
Butler Snow LLP
577 Mulberry Street, Suite 1225
Macon, Georgia 31201
Attention: Blake Sharpton, Esq.

**DECLARATION OF PARKING
EASEMENTS, COVENANTS, AND RESTRICTIONS**

FOR

**THE PARKING DECK AT TOWNE CENTER
(SNELLVILLE, GEORGIA)**

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[*TO BE UPDATED]

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**DECLARATION OF
PARKING EASEMENTS, COVENANTS, AND RESTRICTIONS**

THIS DECLARATION OF PARKING EASEMENTS, COVENANTS, AND RESTRICTIONS (this “**Declaration**”) is made as of the ____ day of _____, 2021 (the “Effective Date”) by MID CAST SNELLVILLE, LLC, a Florida limited liability company (the “**Declarant**”).

BACKGROUND:

A. Declarant is the fee simple owner of approximately ten (10) acres of land located in the City of Snellville, Georgia, bounded by North Road, Wisteria Drive, Clower Street and Oak Road, on which will be constructed that certain multiuse development known as Snellville Towne Center for the benefit of the owners of the parcels of land, the citizens of the City of Snellville, Georgia and the State of Georgia.

B. Declarant has subdivided the land into twelve (12) legally separate parcels: (i) Parcel 1(Parking Deck), (ii) Parcels 2a and b(Multifamily), (iii) Parcel 3(Street A/Library Plaza), (iv) Parcel 4a(Library/Community), (v) Parcel 4b(Market), (vi) Parcel 5(Grove/Promenade), (vii) Parcel 6a(Commercial 1), (viii) Parcel 6b(Commercial 2), (ix) Parcel 7(Street B, Street C and Street C Pedestrian), (x) Parcel 8(Commercial 3), (xi) Parcel 9(Commercial 4), all as more particularly shown on that certain Plat of Subdivision for Snellville Towne Center attached as Exhibit A hereto and made a part hereof, which parcels are each legally described on Exhibit B, attached hereto and made a part hereof (collectively, the “Property”).

C. Declarant has agreed to transfer and convey to the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SNELLVILLE, an authority created and existing under the Georgia Downtown Development Authorities Law (O.C.G.A. §36-42-1 to 17, as amended), Parcel 1(Parking Deck) (together with any future owner of Parcel 1(Parking Deck), the “Parcel 1(Parking Deck) Owner”), and upon such transfer and conveyance, Declarant’s rights and interests and the “Declarant” under this Declaration.

D. Subsequent to the transfer and conveyance of Parcel 1(Parking Deck) to Parcel 1(Parking Deck) Owner, the Parcel 1(Parking Deck) Owner, with public funds and with the proceeds of municipal bonds issued to by the DDA pursuant to O. C. G. A. §§ 36-42-1 to 17, as amended, shall construct a parking deck and related improvements pursuant to those certain Parking Deck Construction Documents, this Declaration and applicable Governmental Requirements, containing six (6) levels and not less than seven hundred forty-nine (749) parking spaces, three hundred seventy-five (375) of which shall be reserved for the exclusive use of the Multifamily Parcel Owner and its Permitted Users and the benefit of Parcels 2a and b(Multifamily), one hundred twenty-eight (128) of which shall be reserved for the exclusive use of the Library Parcel Owner and its Permitted Users and the benefit of the Parcel 4a(Library/Community) during Library Business Hours, and the Unreserved Parking spaces

shall be kept and maintained for the non-exclusive use of the citizens of the City of Snellville, Georgia and the State of Georgia visiting Snellville Towne Center.

E. The DDA acknowledges and agrees that in consideration of the rights and interest granted hereunder to the Multifamily Parcel Owner, the initial Declarant is contributing material and sufficient consideration towards the development of the Parking Deck and Snellville Towne Center, and believes, declares, and concludes that the development of the Parking Deck, which is a critical component of Snellville Towne Center, will add significant and valuable resources and generate substantial economic and other benefits to the City.

F. Declarant, with the consent of the DDA, desires to provide for the construction, integrated use, operation, maintenance, repair, replacement, and insurance of the Parking Deck by the Owners of the Property comprising Snellville Towne Center and to allocate the costs and expenses of the development, maintenance, and operation of the Parking Deck between Parcel 1(Parking Deck) Owner and the Multifamily Parcel Owner.

DECLARATION:

NOW THEREFORE, in consideration of the benefits of the Property, the Declarant declares that all of Property shall be held, sold, conveyed, leased, mortgaged, and operated subject to the following easements, conditions, restrictions, covenants, and conditions, which shall run with title to the property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Property and their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Property.

ARTICLE 1. DEFINITIONS

Except as otherwise defined in this Declaration, the terms in this Declaration shall generally be given their natural, commonly accepted definitions. Capitalized terms shall be defined as set forth below.

“**Act**” shall mean O. C. G. A. §§ 36-42-1 to 17, as amended.

“**Applicable Law**” shall mean any and all laws (including all statutory enactments and common law), constitutions, treaties, statutes, codes, ordinances, charters, resolutions, orders, rules, regulations, guidelines, orders, standards, governmental approvals, authorizations, or other directives or requirements of any Governmental Authority enacted, adopted, promulgated, entered, implemented, ordered or issued and in force or deemed applicable by .or under the authority of any Governmental Authority.

“**Business Day**” shall mean any calendar day excluding any Saturday, any Sunday, and any legal holiday observed by the State of Georgia or the federal government of the United States.

“Capital Expenses” related to the maintenance and repair of the Parking Deck shall mean costs of usual and customary capital repairs, including, but not limited to, repaving, structural repairs, repainting, concrete repair and waterproofing. For purposes of this Declaration, in no event shall Capital Expenses include any costs or expenses related to or caused by (i) improvements and alterations to the Parking Deck after the initial construction of the Parking Deck and the maintenance, repair and replacement thereof, (ii) any matter that is covered by insurance (or that would have been covered by insurance had the Declarant maintained the insurance required pursuant to this Declaration), (iii) any matter that is covered by any contractor’s or other vendor’s guaranty or warranty (or that would have been covered by any such guaranty or warranty if any such guaranty or warranty was generally available), (iv) defects in the construction of the Parking Deck and related improvements, or (v) the act, neglect or misconduct of Declarant or any City Parties (such excluded expenses set forth in items (i) through (v), the ***“Excluded Capital Expenses”***).

“City” shall mean the City of Snellville, Georgia.

“Closed Easement Area” shall have the meaning set forth in Section 6.1 of this Declaration.

“Closure Notice” shall have the meaning set forth in Section 6.2 of this Declaration.

“Connection Points” shall have the meaning set forth in Section 5.2 of this Declaration.

“Crane Swing Easement Area” shall have the meaning set forth in Section 5.1(iii) of this Declaration.

“DDA” shall mean the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SNELLVILLE**, an authority created and existing under the Act.

“Declarant” shall initially mean **MID CAST SNELLVILLE, LLC**, a Florida limited liability company. All of Declarant’s right title and interest, in and to Declarant’s rights, reservations, power, and authority under this Declaration shall automatically be deemed to be assigned by the initial Declarant hereunder to the DDA, as the Parcel 1(Parking Deck) Owner, upon the conveyance by Mid Cast Snellville, LLC of Parcel 1(Parking Deck) to the DDA. Upon conveyance of Parcel 1(Parking Deck) to the DDA, the DDA, as Parcel 1(Parking Deck) Owner, shall assume, and by execution of this Declaration does hereby assume, Mid Cast Snellville, LLC’s duties, obligations, liabilities, and responsibilities under this Declaration arising from and after the date of such transfer and conveyance of Parcel 1(Parking Deck) and assignment and shall have Declarant’s rights, reservations, power, and authority. Upon such transfer and assignment, Mid Cast Snellville, LLC shall be relieved from all of Declarant’s duties, obligations, liabilities and responsibilities under this Declaration arising from and after the date of such assignment and the Declarant shall be the Parcel 1(Parking Deck) Owner, or any successor, successor-in-title, or assign who is designated as the Declarant in an instrument recorded in the Records executed by the immediately preceding Declarant. At any one time, there shall only be one Person entitled to exercise the rights and powers of the Declarant under this Declaration and, at all times, the Declarant shall be the Owner of Parcel 1(Parking Deck).

“Declaration” shall mean this Declaration of Parking Easements, Covenants and Restrictions, as may be supplemented or amended from time to time.

“Effective Date” shall mean the date of this Declaration as set forth in the preamble.

“Emergency” shall mean a condition which (1) involves an imminent danger to public health or safety, (2) is likely to result in immediate, substantial damage to the Parking Deck, or (3) is sudden and immediate and if not quickly cured would have a material impact on the ability of the Owners to use and operate the Parking Deck for its intended use, or (4) involves any deficiency, violation or other condition of the Parking Deck Improvements that could reasonably result in any fines or other penalties by the applicable Governmental Authority.

“EV Parking Spaces” shall mean Parking Spaces that are equipped with electric plug-in stations for the convenience of users parking in such Parking Spaces for the purpose of charging electric Passenger Vehicles.

“Fiscal Year” or “fiscal year” shall mean the period commencing on July 1 and expiring on June 30 of each calendar year.

“Force Majeure” shall mean a delay in an Owner’s reasonable performance hereunder of each duty, obligation or undertaking to be performed or observed by such Owner that is prevented or delayed by act of God, fire, earthquake, flood, pandemic, epidemic, endemic, worldwide illnesses, extreme adverse weather conditions preventing the performance of the work, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, malicious mischief, strikes, labor disputes, lockouts, condemnation, requisition, governmental restrictions including inability or delay in obtaining governmental consents or permits, laws or orders of governmental, civil, military or naval authorities, embargoes, injunction or other order of competent jurisdiction which (a) prevents or delays the accomplishment of any required act or objective, (b) is the direct cause of such failure or delay in so doing or accomplishing, and (c) is not the result of any failure by such Owner so obligated (or its agents, employees or contractors) to act in accordance with due diligence, with good construction or sound business practices or other appropriate standards or with Applicable Laws, regulations, ordinances, building or other codes. For the avoidance of doubt, and any delays related to the COVID-19 pandemic, or similar events causing the City to issue a declaration of emergency, shall constitute “Force Majeure.” Notwithstanding the foregoing to the contrary, in order to claim a delay caused by Force Majeure, the Owner claiming Force Majeure must give notice to the other affected Owners within 5 business days of the occurrence of such Force Majeure event and in no event shall Force Majeure excuse any Owner or Declarant from the payment of any sums due under this Declaration.

“Governmental Authority” or “Governmental Authorities” shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

“Governmental Requirements” shall mean all Applicable Laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, and zoning

conditions, including, without limitation, the conditions of any Governmental Authorities, that are applicable to all or any portion of the Property.

“James Sawyer Way Driveway Easement” shall have the meaning set forth in Section 4.4 of this Declaration.

“James Sawyer Way Driveway Easement Area” means the portion of Parcels 2a and b(Multifamily) more particularly described in Exhibit E, attached hereto and by this reference made a part hereof.

“Library Business Hours” shall mean the regular business hours during Business Days for the Gwinnett County library located on the Parcel 4a(Library/Community) as established by Gwinnett County.

“Library Parcel Reserved Parking Spaces” shall mean those parking spaces located in the Parking Deck and more particularly depicted on the Parking Deck Use Plan, which are reserved exclusively for the Parcel 4a(Library/Community) Owner only during Library Business Hours.

“Maintenance Expenses” shall mean all costs and expenses duly incurred by or charged to the Declarant in accordance with the terms, provisions, and conditions hereof in connection with the maintenance, repair, replacement, operation, and insurance of the Parking Deck. Maintenance Expenses shall specifically include the following costs and expenses: (i) day-to-day maintenance and repair; (ii) insurance costs; (iii) janitorial service and trash removal; (iv) utility services; (v) usual and customary Capital Expenses, (vi) the cost of the maintenance and repair of the elevator cars located within the elevator tower identified in item (b) below, provided that, in any event, Multifamily Parcel Owner’s share shall be limited to 25%, notwithstanding anything in this Declaration, including Section 7.2.2, to the contrary, and (vii) reasonable management fees and expenses paid to the Parking Deck Manager. Notwithstanding anything in this Declaration to the contrary, in no event shall Maintenance Expenses include any costs and expenses related to (a) ad valorem taxes (or any other similar taxes or taxes in substitution thereof) with respect to the Parking Deck, (b) the maintenance, repair, operation, and replacement of the monumental stair and elevator tower serving the Parking Deck as identified on the Parking Deck Construction Documents, (c) any public or private restroom facilities, (d) any costs or increased costs related to any improvements or alterations to the Parking Deck, (e) additional or increased janitorial, security and other costs related to special events held in Snellville Towne Center, (f) any dues, fees, charges, costs, expenses or assessments incurred by Declarant or Parcel 1(Parking Deck) related to any declaration, easement or other such agreement, (g) Excluded Capital Expenses or (h) the act, neglect or misconduct of Parcel 1(Parking Deck) Owner or any City Parties (such excluded expenses, the ***“Excluded Maintenance Expenses”***).

“Maintenance Expenses Budget” shall have the meaning set forth in Section 7.2.1 of this Declaration.

“Major Expense” shall have the meaning set forth in Section 7.3.1 of this Declaration.

“Major Expense Threshold” shall mean the amount of \$50,000. The Major Expense Threshold shall be increased if the Consumer Price Index for All Urban Consumers, U. S. City Average (“Index”), published by the United States Department of Labor’s Bureau of Labor Statistics, increases over the Base Period Index. For purposes of this Declaration, the Base Period Index is the Index for the calendar month of the Effective Date. The Base Period Index shall be compared with the Index for the same calendar month occurring every five (5) years thereafter (“Comparison Month”). If the Index for any Comparison Month is higher than the Base Period Index, then the Major Expense Threshold for the subsequent five (5) year period shall be increased by the identical percentage commencing with such Comparison Month, provided that in no event shall the Major Expense Threshold exceed \$100,000. If the Bureau of Labor Statistics discontinues publication of the Index, publishes the Index less frequently, or alters the Index in a material manner, then the parties shall use good faith, commercially reasonable efforts to adopt a substitute Index or procedure which reasonably reflects and monitors consumer prices.

“Mortgage” shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Parcel.

“Mortgagee” shall mean a beneficiary or a holder of a Mortgage.

“Multifamily Improvements” shall mean any structure, improvement, and betterments constructed and installed on Parcels 2a and b(Multifamily) by the Multifamily Parcel Owner and its Permitted Users from time to time and at any time.

“Multifamily Improvements Construction Documents” shall mean those certain _____, prepared by _____, dated _____, 2020, and last revised, _____, 2020, the cover page of which is attached as Exhibit C hereto and incorporated herein by this reference.

“Multifamily Parcel Owner” shall mean the Owner of Parcels 2a and b(Multifamily).

“Multifamily Reserved Parking Spaces” shall mean those parking spaces located in the Parking Deck reserved exclusively for the Multifamily Parcel Owner, and more particularly depicted on the Parking Deck Use Plan.

Multifamily Parcel Owner shall mean the Owner of Parcels 2a and b(Multifamily).

“Owner” shall mean any Person or Persons who own or hold a fee simple title or beneficial ground lease interest in any Parcel, provided, that a Mortgagee shall not be deemed an Owner, unless such Person shall have excluded the mortgagor from possession thereof by appropriate legal proceedings and no ground lessors under any ground lease of any portion of such Parcel (even if such ground lessor is also a ground lessee of such Parcel under a master ground lease) shall be deemed an Owner, unless otherwise specifically designated as an “Owner” under such ground lease. If any portion of the Property is submitted to the Georgia Condominium Act (or any other cooperative or townhome regime), then the Owner of such Property shall be the condominium association for all purposes of this Declaration.

“Parcel” shall mean individually, as the case may be, (i) Parcel 1(Parking Deck), (ii) Parcels 2a and b(Multifamily), (iii) Parcel 4a(Library/Community), (iv) Parcel 4b(Market), (v) Parcel 6a(Commercial 1), (vi) Parcel 6b(Commercial 2), (vii) Parcel 8(Commercial 3) and (viii) Parcel 9(Commercial 4). **“Parcels”** shall mean, collectively, (i) Parcel 1(Parking Deck), (ii) Parcels 2a and b(Multifamily), (iii) Parcel 4a(Library/Community), (iv) Parcel 4b(Market), (v) Parcel 6a(Commercial 1), (vi) Parcel 6b(Commercial 2), (vii) Parcel 8(Commercial 3) and (viii) Parcel 9(Commercial 4).

“Parking Deck” shall mean the Parking Deck Improvements to be constructed by the Parcel 1(Parking Deck) Owner upon Parcel 1(Parking Deck) pursuant to the Parking Deck Construction Documents. The Parking Deck shall be six (6) levels and contain not less than seven hundred forty-nine (749) parking spaces, including handicapped spaces as required by applicable Governmental Requirements, three hundred seventy-five (375) of which shall be reserved for the exclusive use of and benefit the Multifamily Parcel Owner and its Permitted Users and shall benefit and be an appurtenance to Parcels 2a and b(Multifamily), one hundred twenty-eight (128) of which shall be reserved for the exclusive use of the Library Parcel Owner and its Permitted Users and the benefit of the Parcel 4a(Library/Community) during Library Business Hours, and the Unreserved Spaces shall be kept and maintained for the citizens of the City and the State of Georgia, all as more particularly set forth in this Declaration.

“Parking Deck Architect” shall mean CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.).

“Parking Deck Construction Documents” shall mean those certain _____, prepared by _____, dated _____, 2020, and last revised, _____, 2020, the cover page of which is attached as Exhibit D hereto and incorporated herein by this reference, which Parking Deck Construction Documents have been approved by the DDA, the City and the Declarant.

“Parking Deck IGA” shall mean that certain Intergovernmental Agreement between the City and the DDA for the development and construction of the Parking Deck.

“Parking Deck Improvements” shall mean any structure, improvement, and betterments consisting of the Parking Deck or existing within the Parking Deck, broadly defined to include, but not limited to, parking spaces, paved entranceways, driveways, ramps, and drive lanes, access gates, vertical transportation improvements, signage, equipment for the accommodation of EV Parking Spaces, management and/or maintenance offices, storage areas, walkways, underground installations, slope alterations, surface water drainage facilities, sediment control devices, loading docks and areas, garbage dumpsters and cans, fences, screening walls, parking payment systems, retaining walls, enclosures, trash compactor and trash rooms, garbage dumpsters and cans, decks, windbreaks, poles, signs, utilities, water lines, sewer, electrical and gas distribution facilities, electrical rooms, utility rooms, storage rooms, mechanical rooms, equipment rooms, compressor rooms, dry compression rooms, fire protection, electrical power and lighting (including transformers), plumbing and draining, generators, ventilation equipment, ventilation shafts, bicycle racks, heating, cooling and air circulation equipment and facilities, exterior alteration of existing improvement, and all other structures or improvements of every type and kind initially or at any time thereafter placed or constructed on Parcel 1(Parking Deck).

“Parking Deck Manager” shall have the meaning set forth in Section 7.1 of this Declaration.

“Parking Deck Use Plan” shall mean that certain plan of reserved and unreserved parking spaces for the Parking Deck attached as Exhibit E hereto and incorporated herein by this reference.

“Passenger Vehicles” shall mean passenger vehicles, including, electric powered cars and vehicles, mini-vans, sport utility vehicles, motorcycles, motor scooters, light trucks, and pickup trucks, but excluding buses, large trucks, motor homes, campers, trailers, boats, golf carts, and motorized golf carts.

“Permitted Users” shall mean any Person that is any of the following (i) an owner of a portion of a Parcel, (ii) a tenant or subtenant of an Owner, or an owner of a portion of a Parcel, (iii) any officer, agent, employee, licensee, guest, invitee, or independent contractor, of an Owner or an owner of a portion of a Parcel or of a tenant or subtenant of an Owner or an owner of a portion of a Parcel. An Owner is not a Permitted User.

“Person” shall mean a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

“Project-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property and which shall generally conform to a high quality mixed-use planned community development in accordance with best industry standards.

“Property” shall have the meaning given such term in Item B of the foregoing Background Information.

“Records” shall mean the Records of the Clerk of Superior Court of Gwinnett County, Georgia.

“Signage” shall mean any sign, structure, device, or other marketing, media, temporary or permanent, portable or stationary, which is erected, placed, held, displayed and/or used, by or upon which any numbers, lettering, printing, painting, symbols (including pictorial symbols), or other communication is placed or created, including, without limitation, flags, banners, streamers, balloons, sculptures, inflated figures and objects, video monitors or screens, and kiosks.

“Unavoidable Closure” shall have the meaning set forth in Section 6.1 of this Declaration.

“Unreserved Parking Spaces” shall mean the parking spaces located in the Parking Deck that have not been expressly reserved for the exclusive use of the Multifamily Parcel Owner and its Permitted Users or the Parcel 4a(Library/Community) Owner and its Permitted Users during Library Business Hours, all as more particularly shown on the Parking Deck Use Plan.

“Wisteria Drive Driveway Easement” shall have the meaning set forth in Section 4.4 of this Declaration.

“*Wisteria Drive Driveway Easement Area*” means the portion of Parcels 2a and b(Multifamily) more particularly described in Exhibit G attached hereto and by this reference made a part hereof.

ARTICLE 2. INCORPORATION OF RECITALS

2.1 Incorporation of Background. The recitals set forth in the “Background” section of this Declaration are incorporated herein as substantive elements of this Declaration as if fully set forth herein.

ARTICLE 3. CONSTRUCTION OF PARKING DECK & ALTERATIONS

3.1 Construction of the Parking Deck. Subsequent to the transfer and conveyance of Parcel 1(Parking Deck) by Mid Cast Snellville, LLC to the Parcel 1(Parking Deck) Owner, the Parcel 1(Parking Deck) Owner, with public funds and with the proceeds of municipal bonds issued by the DDA pursuant to the Act, and dispersed by the DDA pursuant to the Parking Deck IGA, shall construct the Parking Deck in accordance with the Parking Deck Construction Documents and all applicable Governmental Requirements in a good and workerlike and lien free manner.

3.2 Alterations. Following the initial construction of the Parking Deck, no work or alteration to or removal of any portion of the Parking Deck shall be initiated by or on behalf of Declarant unless Declarant obtains the Multifamily Parcel Owner’s written approval subject to and in accordance with the provisions of Section 3.4 below. Notwithstanding the foregoing to the contrary, without the prior written consent of the Multifamily Parcel Owner, which may be withheld in the Multifamily Parcel Owner’s sole discretion, Declarant shall not commence any such work that (i) adversely alters or impedes the pedestrian or vehicular circulation in the Parking Deck or the rights of the Multifamily Parcel Owner under this Declaration; (ii) reduces or otherwise adversely affects the structural support of the Multifamily Improvements; (iii) affects the Multifamily Parcel Owner’s signage or Connection Points or support thereof; (iv) reduces the aggregate number of parking spaces or reduces or otherwise affects any of the parking spaces reserved for the use and benefit of the Multifamily Parcel Owner; (v) alters the exterior appearance of the Parking Deck; (vi) creates a demand for extraordinary services or utilities; or (vii) extend beyond the initial height of the Parking Deck. Further, Declarant shall use good faith efforts to assure that the performance of any of its work does not materially disrupt or interfere with business activities or traffic within and in the Parking Deck and the use of the Multifamily Reserved Parking Spaces. After the construction and installation of such alterations and improvements, all costs and expenses associated therewith shall be at Declarant’s sole cost and expense.

3.3 Construction of Access and EV Equipment. The Multifamily Parcel Owner may from time to time and at any time construct and install in the Parking Deck, at the Multifamily Parcel Owner’s sole cost and expense, (i) Access Gates and related utility lines, equipment and

facilities, restricting access to the Multifamily Reserved Parking Spaces, and (ii) electric vehicle plug-in stations, utility lines, submeters, and other related equipment and facilities to provide electric current to the EV Parking Spaces serving the Multifamily Reserved Parking Spaces. The installation of any such equipment and facilities shall be performed after Library Business Hours, in a lien-free, good and workmanlike manner and in accordance with the provisions of this Declaration and applicable Governmental Requirements and with the prior consultation with and written approval of the Declarant subject to and in accordance with Section 3.4 below. Further, the Multifamily Parcel Owner shall use good faith efforts to assure that the performance of any of its work does not materially disrupt or interfere with business activities or traffic within and in the Parking Deck. After the construction and installation of such Access Gates and EV Parking Spaces, all costs and expenses associated with the operations, maintenance, and replacement of the Access Gates and EV Parking Spaces shall be at Multifamily Parcel Owner's sole cost and expense.

3.4 Approval Procedure. The Multifamily Parcel Owner shall have the right to review and object to any alteration or improvement work proposed by Declarant as provided in Section 3.1 above and Declarant shall have the right to review and object to any alteration or improvement work proposed by the Multifamily Parcel Owner as provided in Section 3.3 above for a period of fifteen (15) days following receipt of such proposed work and reasonably detailed plans and specification therefor (hereinafter, the "Proposed Work"; the party proposing the work being the "Proposing Party" and the party whose consent or approval is required being the "Reviewing Party"). Failure to object in writing to the Proposed Work within such fifteen (15) day period shall be deemed to be an approval of same. If the Reviewing Party timely notifies the Proposing Party in writing of an objection to the Proposed Work, (i) the parties shall use good faith, commercially reasonable efforts to attempt to resolve any differences with respect to the Proposed Work within fifteen (15) days, and (ii) such Proposed Work shall not take place unless both the Proposing Party and the Reviewing Party have agreed in writing to the Proposed Work and a schedule therefor. The Proposing Party will not commence any Proposed Work for which a timely objection has been made until the objection is resolved pursuant to the dispute resolution process outlined in Section 12.7 below.

ARTICLE 4. PARKING AND OTHER EASEMENTS

4.1 Parking Easements Benefitting the Property. Declarant hereby declares, establishes, creates, grants, and conveys to and for the use and benefit of each Owner, its successors and assigns, and its Permitted Users, as well as to the citizens of the City and the State of Georgia, the following easements:

- (i) perpetual, non-exclusive easements appurtenant to each Parcel, in, on, over, and across the Parking Deck, for the purpose of parking Passenger Vehicles in the Unreserved Parking Spaces on an unreserved, first-come, first-served basis, free of charge; and

- (ii) perpetual, non-exclusive easements appurtenant to each Parcel in, on, over, and across the Parking Deck, as reasonably necessary, for the purpose of vehicular and attendant pedestrian access to, ingress to and egress from the Unreserved Parking Spaces in, on, over, and across the paved entranceways, drive lanes, and/or ramps, located in the Parking Deck, and pedestrian access to, ingress to and egress from the Unreserved Parking Spaces in, on, over, and across sidewalks, walkways, and any vertical transportation improvements serving the Unreserved Parking Spaces.

4.2 Parking Easements Benefitting Parcel 4a(Library/Community). Declarant hereby declares, establishes, creates, grants, and conveys to and for the benefit of Parcel 4a(Library/Community) and the Parcel 4a(Library/Community) Owner, its successors and assigns, and its Permitted Users, the following easements:

- (i) perpetual, exclusive easements appurtenant to Parcel 4a(Library/Community) in, on, over, and across the Parking Deck, for the purpose of parking Passenger Vehicles in the Library Parcel Reserved Parking Spaces during Library Business Hours (for the avoidance of doubt, at all times other than Library Business Hours, the Library Reserved Parking Spaces shall be Unreserved Parking Spaces); and
- (ii) perpetual, non-exclusive easements appurtenant to Parcel 4a(Library/Community) in, on, over, and across the Parking Deck, as reasonably necessary, for the purpose of vehicular and attendant pedestrian access to, ingress to and egress from the Library Parcel Reserved Parking Spaces during Library Business Hours in, on, over, and across the paved entranceways, drive lanes, and/or ramps, located in the Parking Deck, and pedestrian access to, ingress to and egress from the Library Parcel Reserved Parking Spaces during Library Business Hours in, on, over, and across sidewalks, walkways, and any vertical transportation improvements serving the Library Parcel Reserved Parking Spaces and the Unreserved Parking Spaces.

4.3 Parking Easements Benefitting Parcels 2a and b(Multifamily). Declarant hereby declares, establishes, creates, grants, and conveys to and for the benefit of Parcels 2a and b(Multifamily) and the Multifamily Parcel Owner, its successors and assigns, and its Permitted Users, the following easements:

- (i) perpetual, non-exclusive easements appurtenant to Parcels 2a and b(Multifamily) in, on, over, and across the Parking Deck, for the purpose of parking Passenger Vehicles in the Multifamily Reserved Parking Spaces at any time, from time to time and all times, including, without limitation, overnight; and
- (ii) perpetual, exclusive easements appurtenant to Parcels 2a and b(Multifamily) in, on, over, and across the Parking Deck, as reasonably

necessary, for the purpose of vehicular and attendant pedestrian access to, ingress to and egress from the Unreserved Parking Spaces and the Multifamily Reserved Parking Spaces in, on, over, and across the paved entranceways, drive lanes, and/or ramps, located in the Parking Deck, and pedestrian access to, ingress to and egress from the Unreserved Parking Spaces and the Multifamily Reserved Parking Spaces in, on, over, and across sidewalks, walkways, and any vertical transportation improvements serving the Unreserved Parking Spaces and/or the Multifamily Reserved Parking Spaces. The Multifamily Reserved Parking Spaces may include EV Parking Spaces. To the extent permitted by Governmental Requirements, the Multifamily Parcel Owner may charge any user of an EV Parking Space for the use of any such electric charging equipment. Notwithstanding anything herein to the contrary, nothing in this Declaration shall create any right in the public at large or any other Person (other than to the Multifamily Parcel Owner and its Permitted Users) with respect to the Multifamily Reserved Parking Spaces or any portion thereof or any easement, license or other right granted to the Multifamily Parcel Owner and, from time to time and at any time, the Multifamily Parcel Owner may prevent the use of all or any of the Multifamily Reserved Parking Spaces to prevent the acquisition by operation of law of rights by third parties or the public.

- (iii) perpetual, non-exclusive easements appurtenant to Parcels 2a and b(Multifamily) in, on, over, and across the Parking Deck, as reasonably necessary, to take such actions (e.g., ticketing, towing or immobilizing vehicles) with respect to any persons parking in violation of the exclusive parking rights granted or reserved under this Declaration to the Multifamily Parcel Owner for the benefit of Parcels 2a and b(Multifamily). Without limiting the foregoing, Declarant shall install signage directing visitors to Snellville Towne Center to use the Unreserved Parking Spaces and take other reasonable measures to discourage and prevent such visitors from parking in the Multifamily Reserved Parking Spaces through signage and other reasonable enforcement actions such as ticketing, immobilizing and towing vehicles.

4.4 Access Easement Benefitting Parcel 1(Parking Deck) over the Wisteria Drive Easement Area and the James Sawyer Way Driveway Easement Area. The Multifamily Parcel Owner hereby grants to the Parcel 1(Parking Deck) Owner, its successors and assigns, and the benefit of its Permitted Users, a non-exclusive perpetual easement benefitting Parcel 1(Parking Deck) for free pedestrian and vehicular ingress over and across (i) the Wisteria Drive Easement Area between the Parking Deck and Wisteria Drive (the “**Wisteria Drive Driveway Easement**”) and (ii) the James Sawyer Way Driveway Easement Area between the Parking Deck and James Sawyer Way (the “**James Sawyer Way Driveway Easement**”; the Wisteria Drive Driveway Easement and the James Sawyer Way Driveway Easement are sometimes collectively referred to herein as the “**Driveway Easements**”; and their easement areas are sometimes collectively referred to herein as the “**Driveway Easement Areas**”). The Multifamily Parcel Owner hereby retains the rights, (i) to use, and to construct buildings, improvements and facilities under and

above, the Driveway Easements and the Driveway Easement Areas as reasonably deemed necessary to accommodate the development of the Multifamily Improvements, (ii) at its sole cost and expense, to redesign and redevelop the Driveway Easement Areas in conjunction with the construction and alteration of the Multifamily Improvements, and (iii) to maintain any portion of the Multifamily Improvements as are located within or under the Driveway Easement Areas; provided, however, that in connection with Multifamily Parcel Owner's exercise of its rights, the Multifamily Parcel Owner shall undertake commercially reasonable efforts to minimize interference with access to Parking Deck from Wisteria Drive and James Sawyer Way. Parcel 1(Parking Deck Owner) shall be solely responsible for the cost of construction, maintenance, repair and replacement of the Driveway Easement Areas as part of the Parking Deck Improvements.

ARTICLE 5. OTHER EASEMENTS

5.1 General Construction and Staging Easements. Declarant hereby declares, establishes, creates, grants, and conveys to and for the benefit of Parcels 2a and b(Multifamily) and the Multifamily Parcel Owner, its successors and assigns, and its Permitted Users, the following easements:

- (i) temporary easements (to be exercised only on a temporary basis and only in connection with commercially reasonable construction efforts) appurtenant to Parcels 2a and b(Multifamily) in, on, over, and across the Parking Deck, for storage and staging of materials, access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof) to the extent reasonably necessary to stage and construct the Multifamily Improvements. The Multifamily Parcel Owner shall provide not less than 15 days' prior written notice to Declarant of the proposed use and location of the staging areas and, prior to the use of such areas, provide evidence of insurance coverage therefor. This easement shall commence on the date the Declarant receives the aforementioned notice from the Multifamily Parcel Owner and shall automatically terminate without further action at such time as the Multifamily Parcel Owner completes the construction of the Multifamily Improvements.
- (ii) temporary easements (to be used from time to time on a temporary basis and only in connection with commercially reasonable construction efforts) appurtenant to Parcels 2a and b(Multifamily) in, on, over, and across the Parking Deck, as may be reasonably necessary during any period of alteration, improvement, maintenance and repair of the Multifamily Improvements, for storage and staging of materials, access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof); provided that any staging and storage of materials shall be restricted to the Multifamily Reserved Parking Spaces
- (iii) temporary easements (to be used from time on a temporary basis and only in connection with commercially reasonable construction efforts)

appurtenant to Parcels 2a and b(Multifamily) for the booms and associated tackle of construction cranes located on and operating from Parcels 2a and b(Multifamily) to enter and encroach into, onto and/or through the air space located above Parcel 1(Parking Deck). Declarant shall not have the right to approve the area of encroachment of said construction crane(s) (the “**Crane Swing Easement Area**”), but the Multifamily Parcel Owner shall provide notice to Declarant of the proposed use and location of the Crane Swing Easement Area, shall take all commercially reasonable and customary precautions in the locations and the operations of the booms and associated construction cranes, and, prior to the use of the Crane Swing Easement Area, the Multifamily Parcel Owner will provide evidence of insurance coverage therefor. This crane swing easement shall commence on the date the Declarant receives the aforementioned notice from the Multifamily Parcel Owner and shall automatically terminate without further action at such time as the Multifamily Parcel Owner completes the construction activities requiring the use of the applicable construction crane(s).

5.2 **Encroachments Easement.** Declarant hereby declares, establishes, creates, grants, and conveys to and for the benefit of the Multifamily Parcel Owner and Parcels 2a and b(Multifamily), and its successors and assigns, non-exclusive perpetual easements appurtenant to Parcels 2a and b(Multifamily) for the minor encroachment and permitted encroachments on and over Parcel 1(Parking Deck) that will not materially and adversely interfere with the Parking Deck Improvements to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary, which encroachments are created by the construction, reconstruction, renovation, settling, shifting or other causes of movement. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement. The Parcel 1(Parking Deck) Owner acknowledges and agrees that certain Multifamily Improvements, such as pedestrian bridges will abut and be affixed to the Parking Deck Improvements, and that the Multifamily Parcel Owner shall have a perpetual easement appurtenant to Parcels 2a and b(Multifamily) to install, maintain, remove and replace such improvements and affix them to Parcel 1(Parking Deck) in the locations set forth on the Multifamily Improvements Construction Documents (“**Connection Points**”). In addition to the rights and easements granted in this Section 5.2, Declarant shall provide to the Multifamily Parcel Owner for the benefit of Parcels 2a and b(Multifamily) and the Multifamily Improvements lateral and subjacent support required by O.C.G.A. Section 44-9-3.

5.3 **Utility Easements.** Declarant hereby declares, establishes, creates, grants, and conveys to and for the benefit of Parcels 2a and b(Multifamily) and the Multifamily Parcel Owner, its successors and assigns, perpetual, non-exclusive easements appurtenant to Parcels 2a and b(Multifamily) in, on, over, and across the Parking Deck, to the extent reasonably necessary, over Parcel 1(Parking Deck) and over, across, through and under the Parking Deck Improvements, for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing coaxial cable and fiber-optic cable and other lines for sending or receiving data and/or other electronic signals; electrical utility lines, facilities and equipment for the operation of the EV Parking Spaces and Signage; security and similar systems;

and all utilities, including, but not limited to, cable, water, sewer, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and over, through and under, Parcel 1(Parking Deck), as necessary, to exercise the easements described above. Prior to the construction or installation of any such utility work, the Multifamily Parcel Owner shall provide prior notice to Declarant containing reasonably detailed plans and specifications for such work, which shall be subject to Declarant's prior approval subject to and in accordance with the approval procedures set forth in Section 3.4 above.

5.4 Easement for Maintenance. Declarant hereby declares, establishes, creates, grants, and conveys to and for the benefit of Parcels 2a and b(Multifamily) and the Multifamily Parcel Owner, its successors and assigns, and Permitted Users, perpetual, non-exclusive easements appurtenant to Parcels 2a and b(Multifamily) in, on, over, and across the Parking Deck, to enter all portions of Parcel 1(Parking Deck) to, at its sole election and expense, (i) to perform maintenance and repair to Access Gates, EV Parking Spaces, Signage, utilities and related lines, equipment and facilities permitted to be constructed and installed pursuant to this Declaration, including, without limitation, maintaining and repainting, the Multifamily Reserved Parking Spaces, (ii) to provide any additional services as set forth in Section 7.6 below, (iii) to make inspections to ensure compliance with the terms of this Declaration, and (iv) to undertake its self-help rights set forth in this Declaration; provided, however, the Multifamily Parcel Owner shall take no action under this Section without prior reasonable notice to Declarant.

5.5 Signage: Identification of Reserved Spaces. Declarant hereby declares, establishes, creates, grants, and conveys to and for the benefit of Parcels 2a and b(Multifamily) and the Multifamily Parcel Owner, its successors and assigns, and Permitted Users, a perpetual, exclusive easement appurtenant to Parcels 2a and b(Multifamily), over and across the interior walls, slabs and supports of the Parking Deck, to construct, install, affix, operate, maintain and remove, at its sole cost and expense, wayfinding, directional and, project identification Signage, Signage identifying the Multifamily Reserved Parking Spaces as reserved for the exclusive use of the Multifamily Parcel Permitted Users (which Signage may include the painting or other marking of such parking spaces), and such other related Signage for the benefit of Parcels 2a and b(Multifamily); provided, that the appearance, number (provided that the Multifamily Parcel Owner shall have the right to separately identify each such Apartment Parcel Reserved Parking Space) and location of such Signage shall be mutually approved by Declarant and the Multifamily Parcel Owner, which approval shall not be unreasonably, withheld, conditioned or delayed.

5.6 General Terms. The Multifamily Parcel Owner shall exercise its rights under this Article 5 in such a manner as to minimize disruption of all other parties' quiet enjoyment, use and operation of the Parking Deck, and any access and encroachment activities permitted by this Article 5 shall be completed as soon as reasonably possible once commenced. Except for and with respect to the easements declared, created, and/or established in this Declaration, the Declarant shall not grant any additional easements in, over, or across the Parking Deck without the written consent of the Multifamily Parcel Owner, provided that such consent shall not be unreasonably withheld, conditioned, or delayed to the extent necessary for the ongoing operation, maintenance, repair, renovation of the Parking Deck.

ARTICLE 6. CLOSURES

6.1 Right to Closure. Subject to the terms of this Declaration, Declarant may, at any time and from time to time, close portions of the Parking Deck from use by the Owners or the public, on a temporary basis, as needed in connection with or as a result of any one or more of the following: (a) to make repairs or perform maintenance services; (b) to alter, modify, re-stripe or renovate any or all portions of the parking spaces as may be permitted under this Declaration; and (c) as a result of damage, destruction, condemnation, act of God or Governmental Requirements affecting the area subject to closing. Any portion of the Parking Deck closed pursuant to the terms of this Section 6.1 is and shall be referred to herein as a “**Closed Easement Area**,” and any Closure for any of the reasons set forth in clauses (c) of the foregoing sentence is hereinafter referred to as an “**Unavoidable Closure**.”

6.2 Procedure for Closures. Prior to effecting any Closure that would materially and adversely affect any Owner’s rights under this Declaration, Declarant shall give each Owner not less than 30 days’ prior written notice of the Closure, which notice must contain its contractor’s reasonable estimate of the duration of such Closure (a “**Closure Notice**”); provided, however, that a Closure Notice of an Unavoidable Closure may be given less than 30 days prior to such Unavoidable Closure. In no event shall Declarant close any portion of the Multifamily Reserved Parking Spaces without the Multifamily Parcel Owner’s prior written consent. In any event, at least one (1) entrance to the Parking Deck shall remain open at all times, and ingress and egress to and from the remaining parking spaces not located in the Closed Easement Area shall be available at all times. Declarant shall use commercially reasonable efforts to minimize the impact of any Closure on the Owners and other users of the Parking Deck and to re-open the Closed Easement Area as soon as reasonably possible. If the Closure affects any of the Multifamily Reserved Parking Spaces, Declarant shall use good faith efforts to identify locations within the Parking Deck to temporarily relocate the affected the Multifamily Reserved Parking Spaces impacted by such Closure and designate them as reserved for the Multifamily Parcel Owner’s Permitted Users until the necessary repairs, rebuilding or restoration are complete. From and after the giving of a Closure Notice until the re-opening of the applicable Closed Easement Area, the Declarant shall use reasonable efforts to keep the Owners apprised of the status of the applicable Closure, including any change in the expected re-opening date or in any other facts set forth in the applicable Closure Notice.

ARTICLE 7. MAINTENANCE OBLIGATIONS

7.1 Maintenance Obligations. Except as otherwise expressly provided in this Declaration, Declarant covenants and agrees to continuously maintain, repair, replace, operate, and keep in good condition, the Parking Deck (including, but not limited to, lighting, Signage, drives, ramps, parking spaces, walkways, vertical transportation improvements, structural elements, including, without limitation, footing and foundations, mechanical, electrical, hvac, plumbing and life safety systems, and other facilities and equipment) in compliance with the Project-Wide Standard, including, without limitation, periodic sweeping of the Parking Deck, repaving, restriping (no less than 1 time every 5 fiscal years), power washing (not less than 2 times per fiscal year), providing janitorial services, and maintaining, repairing and replacing all

utilities, all structural elements, all equipment (including vertical transportation improvements), the floors, walls and ceilings thereof. Subject to the approval of the Maintenance Expenses Budget (described in Section 7.2.1 below), the Declarant may contract with a third-party parking management company (the “**Parking Deck Manager**”) to carry out Declarant’s responsibilities under this Declaration and for the operation and management of the Parking Deck. The cost and expense of employing such Parking Deck Manager shall be included in the Maintenance Expenses Budget as a Maintenance Expense. The Owners shall cooperate in good faith with the Parking Deck Manager, if any.

7.2 Maintenance Expenses.

7.2.1 Maintenance Expenses Budget. On or before April 1 of each fiscal year, the Declarant shall prepare and deliver to the Multifamily Parcel Owner an annual budget for the Maintenance Expenses for the succeeding fiscal year (which may include a commercially reasonable reserve) including the Parcel 1(Parking Deck) Owner’s and the Multifamily Parcel Owner’s respective share of the Maintenance Expenses (the “**Maintenance Expenses Budget**”). Such Maintenance Expenses Budget and each Owner’s respective share of the Maintenance Expenses shall become effective unless the Declarant receives a written objection from the Multifamily Parcel Owner within 30 days after Declarant’s delivery of the proposed Maintenance Expenses Budget. In the event of any objection, the Declarant shall revise the proposed Maintenance Expenses Budget and resubmit the same to the Multifamily Parcel Owner. The Declarant and the Multifamily Parcel Owner shall cooperate in good faith to agree on a Maintenance Expenses Budget. If the proposed Maintenance Expenses Budget is disapproved or the Declarant fails for any reason to determine the Maintenance Expenses Budget for any fiscal year, then until such time as a Maintenance Expenses Budget is determined and approved, the Maintenance Expenses Budget for the immediately preceding fiscal year shall continue until such time as the Declarant and the Multifamily Parcel Owner determine a new budget.

7.2.2 Share of Maintenance Expenses. Each of the Declarant and the Multifamily Parcel Owner, by execution of this Declaration, or acceptance of a deed to its respective Parcel, covenants and agrees to pay the following proportionate share of the Maintenance Expenses: (i) 50% with respect to the Declarant and (ii) 50% with respect to the Multifamily Parcel Owner. Declarant shall pay 100% of any Excluded Maintenance Expenses.

7.2.3 Time of Payment of Maintenance Expenses. Maintenance Expenses shall be due and payable in advance on the first Business Day of each quarter of each fiscal year of Declarant. If the Multifamily Parcel Owner is delinquent in paying its share of Maintenance Expenses, Declarant may require any unpaid installments of all outstanding Maintenance Expenses to be immediately paid in full. Any payment of any installment of Maintenance Expenses shall be considered delinquent on the date that is 15 days after the due date of same.

7.3 Major Expenses.

7.3.1 Submission of Description of Major Expenses. For any repair, replacement, maintenance or other expenditure, the cost of which is a shared Maintenance Expense by the Declarant and the Multifamily Parcel Owner, is not covered by any guaranty, warranty, or any insurance required to be carried by Declarant, and will cost in excess of the Major Expense Threshold (as it may be adjusted from time to time) (a “**Major Expense**”), the Declarant shall submit a written proposal to the Multifamily Parcel Owner that includes the estimated time period and construction schedule to complete such work, a scope of work and a budget for the proposed Major Expense. The Multifamily Parcel Owner shall have the right to review and object to the proposed Major Expense or any portion thereof for a period of fifteen (15) days following receipt of such proposal. Failure to object in writing to the proposed Major Expense within such fifteen (15) day period shall be deemed to be an approval of same. If the Multifamily Parcel Owner timely notifies the Declarant in writing of an objection to the proposed Major Expense, (i) the parties shall use good faith, commercially reasonable efforts to attempt to resolve any differences with respect to the proposed Major Expense, and (ii) such proposed Major Expense shall not take place unless both Declarant and the Multifamily Parcel Owner have agreed in writing to a schedule, scope and budget for such proposed Major Expense; provided, however, that the Declarant may proceed with the Major Expense without the Multifamily Parcel Owner’s consent, so long as the Declarant agrees to be solely responsible for the cost and expenses thereof. If the Declarant does not agree to be solely responsible for the cost and expense of a Major Expense, the Declarant will not commence work on any Major Expense work for which a timely objection has been made until the objection is resolved pursuant to the dispute resolution process outlined in Section 12.7 below, except with respect to repairs in the event of an Emergency as described in Section 7.3.3 below. By virtue of its ownership of Parcels 2a and b(Multifamily), the Multifamily Parcel Owner hereby acknowledges and agrees that Major Expenses are of critical importance to the long term maintenance of the Parking Deck and, as such, the Multifamily Parcel Owner may only object to the proposed Major Expense outlined in the submission to the Multifamily Parcel Owner if the Multifamily Parcel Owner does not reasonably believe, in good faith, that the proposed Major Expense is reasonable and necessary in order to maintain the Parking Deck in such a manner so as to allow the Parking Deck to remain consistent with the Project-Wide Standard.

7.3.2 Share of Major Expenses. Major Expenses for which the Multifamily Parcel Owner becomes obligated pursuant to this Section 7.3 shall be shared and paid in accordance with the provisions applicable to the sharing and payment of Maintenance Expenses set forth in Sections 7.2.2 and 7.2.3 above.

7.3.3 Emergency Repairs. Any Major Expense necessitated by an Emergency shall be payable in accordance with the proportionate share of Major Expenses described in Section 7.3.2 above but shall not require prior submission to the Multifamily Parcel Owner and may be made by the Declarant (or its designee) in its reasonable discretion, but notice of the repair, the circumstances necessitating the repair, and the cost shall be provided to the Multifamily Parcel Owner within five (5) Business Days of the occurrence for review pursuant to Section 7.3.1 above.

7.4 Lien for Maintenance Expenses. Subject to Mortgagee rights in Article 10 below, the Declarant shall have a lien against Parcels 2a and b(Multifamily) to secure payment of the Maintenance Expenses, as well as interest at a rate not to exceed the lesser of 8% per annum or the highest rate of interest permissible by applicable Governmental Requirements, reasonably costs of collection and attorneys' fees. The Declarant shall have the right, but not the obligation, to evidence the existence of the lien by filing a claim of lien in the Records. Such lien, whether or not recorded in the Records, shall be superior to all other liens, except (i) the liens of all taxes, bonds, and other levies which by law would be superior, and (ii) the lien or charge of any first Mortgage and all amounts advanced under the terms of and secured by such Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure. the Multifamily Parcel Owner, by execution of this Declaration, or acceptance of a deed to any portion of the Property, vests in the Declarant or its agents the right and power to sue or otherwise proceed against it for the collection of such charges and/or to foreclose such liens. The sale or transfer of any Parcel shall not affect the Declarant's lien or relieve such Parcel from the lien for any subsequent Maintenance Expenses. All Persons acquiring liens or encumbrances on any Parcel after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Maintenance Expenses as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

7.5 Self-Help Rights. If for any reason Declarant fails to properly perform its maintenance, repair, or replacement responsibilities under this Declaration consistent with the Project-Wide Standard and/or fails to complete such maintenance, repair, or replacement and reopen any Closed Easement Areas within the time period set forth in Declarant's Closure Notice (which time period shall be extended by any period of delays caused by Force Majeure), the Multifamily Parcel Owner may, after not less than 30 days prior written notice and opportunity to cure such failure to the Declarant, cause such maintenance, repair, or replacement to be performed and/or completed and, in such event, shall be entitled to reimbursement from the Declarant in accordance with Declarant's proportionate share of the cost pursuant to Section 7.2.2 for all reasonable costs and expenses actually incurred by the Multifamily Parcel Owner within 30 days after delivery of an invoice for such costs and expenses, together with reasonable supporting documentation. Notwithstanding the foregoing, if the Declarant's failure to perform its maintenance obligations creates an imminent danger of damage to Persons or property, no notice shall be required before the Multifamily Parcel Owner commences to cure such failure.

7.6 Additional Services. Notwithstanding anything in this Declaration to the contrary, Declarant or the Multifamily Parcel Owner may, from time to time and at any time, request that additional services, such as security services or increased security services be provided to the Parking Deck, at such Parcel Owner's sole cost and expense, or provide measures or take actions, which directly or indirectly improve the existing services within the Parking Deck; provided, however, that such measures do not materially interfere with the easements and rights of Owners in this Declaration. Notwithstanding the foregoing, each Owner and its Permitted Users acknowledge and agree that if the Multifamily Parcel Owner provides or pays for any such security services or safety measures, or increased security or safety services, the Multifamily Parcel Owner is not a provider of safety or security and shall not have a duty to provide security

or safety. It is the responsibility of each Person using or entering the Parking Deck to protect his or her person and property.

ARTICLE 8. INSURANCE

8.1 Insurance to be carried by Declarant. Declarant shall, **or cause contractors to**, obtain and maintain in full force and effect, each of the following insurance policies with respect to the Parking Deck **Parcel** and Parking Deck Improvements:

- (i) Commencing prior to Declarant's commencement of construction of the Parking Deck Improvements, and until the issuance of a temporary or permanent certificate of occupancy (or other local equivalent), builder's risk insurance in an amount equal to 100% of the replacement cost of the work completed, including materials delivered, labor performed, and all improvements, with a commercially reasonable deductible. The policy shall include coverage on an "all risk" basis, including, but not limited to, coverage against fire, collapse, lightning, wind damage, hail, explosion, theft, riot, civil commotion, and vehicles. Coverage must include all materials, supplies, and equipment that are intended for specific installation on Parcel 1(Parking Deck), while such materials, supplies, and equipment are located on Parcel 1(Parking Deck) and/or other applicable areas of the Property, as the case may be, in transit, or while temporarily located away from Parcel 1(Parking Deck) for the purpose of repair, adjustment, or storage at the risk of the insured Person.
- (ii) From and after the receipt of a temporary or permanent certificate of occupancy (or other local equivalent), whichever is earlier, "all risk" "special form" property insurance in an amount equal to the full insurable replacement cost, before application of deductibles (including insurance coverage for demolition cost and increased cost of construction in amounts), of the Parking Deck Improvements, with a deductible not to exceed \$25,000. Declarant covenants and agrees to appropriate funds in its budget designated for and sufficient to cover any such deductible. Declarant shall have the authority to and interest in insuring any property for which it has maintenance, repair and/or replacement responsibility regardless of ownership.
- (iii) Commercial general liability insurance, together with garage keeper's insurance, covering all operations by or on behalf of Declarant and its officers, employees, agents or contractors, with minimum limit of at least **\$1,000,000** per occurrence with respect to bodily injury, personal injury and property damage.
- (iv) **Public Officials** Liability coverage with minimum limits of at least **\$1,000,000** per occurrence.

- (v) Employee Crime insurance covering all Persons responsible for handling Declarant funds in an amount determined by Declarant in its best business judgment, but not less than \$500,000 per occurrence.

~~(-) Umbrella and excess liability insurance in the amount of \$10,000,000 for each insurance in the aggregate to provide excess coverage for those items described in subsections above.~~

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8.38.2 Use of Insurance Proceeds. Notwithstanding anything in this Declaration to the contrary, all proceeds of builder's risk and property insurance shall be used to reconstruct, repair, and replace the Parking Deck Improvements, unless otherwise agreed to by the Declarant and the Multifamily Parcel Owner in writing, each in their sole and absolute discretion. Provided and only so long as Declarant maintains the insurance and amounts thereof required of Declarant in this Article 8, any uninsured loss to the Parking Deck, exclusive of any uninsured loss to improvements and alterations to the Parking Deck after the initial construction of the Parking Deck or any matter that would be an Excluded Maintenance Expense, shall be shared equally by Declarant and the Multifamily Parcel Owner.

8.48.3 Insurance Requirements. All insurance required by Declarant shall be written on an occurrence basis and procured from companies rated by A.M. Best Rating Guide not less than A-/VII, and which are authorized to do business in the State of Georgia. Alternatively, insurance required by Declarant may be provided through an interlocal risk management agency as authorized by Georgia law. ~~The Multifamily Parcel Owner and its Mortgagees shall be identified as an "Additional Insured" for all applicable policies of insurance on primary and non-contributory basis including products and completed operations.~~ No policy may be canceled, substantially modified, or subjected to nonrenewal without at least 30 days' prior notice (or at least 10 days' prior notice in the case of nonpayment of premium) in writing to the additional insureds. If commercially reasonably available, the policy shall provide that an unintentional act or omission of the insured or the additional insured, which would void or otherwise reduce insurance coverage, shall not reduce or void the insurance coverage as to the other insured. If requested by the Multifamily Parcel Owner, or is Mortgagees, Declarant shall provide a certificate of insurance evidencing the insurance coverages required hereunder. Moreover, at the request of the Multifamily Parcel Owner from time to time, but not more than one time every 2 fiscal years, Declarant shall commission an insurance appraisal of the Parking Deck Improvements for purposes of valuing such Parking Deck Improvements for property insurance. Declarant releases and waives for itself, and to the extent legally possible for it to do so, on behalf of its insurer, the Multifamily Parcel Owner, its Mortgagees, and their officers, directors, agents, partners, servants and employees and Permitted Users from liability for any loss or damage to any or all property located on the Parking Deck Parcel, which loss or damage the Declarant is required to insure against by this Article 8, irrespective of any negligence on the part of the released Person which may have contributed to or caused such loss or damage. ~~Declarant covenants that it will, if generally available in the insurance industry, obtain for the benefit of each of the Multifamily Parcel Owner a waiver of any right of subrogation which the insurer may acquire against any such Owner by virtue of the payment of any such loss covered by such insurance.~~

ARTICLE 9.
CASUALTY AND CONDEMNATION

9.1 Casualty. In the event of damage to or destruction of all or any part of the Parking Deck as a result of fire, act of God, or other casualty, then, unless the Multifamily Parcel Owner otherwise agrees in writing as provided in Section 8.2 above, the Declarant shall cause such portion of the Parking Deck to be promptly restored, repaired, reconstructed, and/or replaced with thorough diligence as nearly as practicable to a condition that is at least substantially equivalent to that existing immediately before such loss or the condition required by law, whichever is greater and in accordance with all applicable Governmental Requirements, provided, that, in any event the Multifamily Parcel Owner shall have not less than 375 reserved parking spaces in the Parking Deck. Any costs and expenses of such restoration, repair, reconstruction, and/or replacement that are not covered by insurance proceeds shall be borne equally by Declarant and the Multifamily Parcel Owner.

9.2 Condemnation. In the event of condemnation or taking in lieu thereof of all or any part of the Parking Deck by any duly constituted Governmental Authority, Declarant shall be entitled to receive all proceeds from such condemnation or taking thereof subject to the terms of this Section 9.2; provided, however, the Multifamily Parcel Owner may pursue any separate award available as a result of such condemnation or taking. Notwithstanding the foregoing, unless the Multifamily Parcel Owner otherwise agrees in writing, the Declarant shall cause the Parking Deck to be promptly restored, repaired, reconstructed, and/or replaced with thorough diligence as nearly as practicable to a condition existing before such condemnation or taking and in accordance with all applicable Governmental Requirements, provided, that, in any event the Multifamily Parcel Owner shall have no less than 375 reserved parking spaces. Any costs and expenses of such restoration, repair, reconstruction, and/or replacement that are not covered by any condemnation awards received shall be borne equally by Declarant and the Multifamily Parcel Owner.

ARTICLE 10.
MORTGAGEE PROVISIONS

10.1 Notices of Action. A Mortgagee who provides a written request to the Declarant stating the name and address of such Mortgagee and the street address of the Parcel to which its Mortgage relates will be entitled to timely written notice of any delinquency in the payment of Maintenance Expenses or charges owed by Parcels 2a and b(Multifamily) or Parcel 4a(Library/Community) subject to the Mortgage of such Mortgagee, and of any other violation of this Declaration relating to such Parcel or the Owner, including the Declarant, in each case at the same time that notice of such delinquency or violation is delivered to the applicable Owner (or, if no such notice is required to be given to Owner, then on or before that date that is five days after the date of the occurrence of such delinquency or violation). The Declarant shall not be permitted to take any action against a delinquent Parcel until the later to occur of (i) 30 days following the receipt by the Mortgagee of the written notice required by this Section 10.1, or (ii) the expiration of any applicable grace or cure period set forth in this Declaration.

10.2 Notice to Declarant. Upon request by Declarant, each Owner shall be obligated to furnish to the Declarant the name and address of the holder of any Mortgage encumbering such Owner's Parcel.

10.3 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Declarant to respond or consent to any action shall be deemed to have approved such action if the Declarant does not receive a written response on or before the date that is 30 days after the date of such request, provided that such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE 11.

RIGHTS OF THE DECLARANT, INDEMNIFICATION, AND LIMITATION OF LIABILITY

11.1 Assignment of Rights. All of Declarant's right title and interest, in and to Declarant's rights, reservations, power, and authority under this Declaration may be assigned by the Declarant to any Person acquiring fee simple title to Parcel 1(Parking Deck). To be effective, such assignment must be in writing and in recordable form. Upon acceptance of such assignment of the Declarant's interest hereunder, such assignee shall, to the extent of such assignment, assume Declarant duties, obligations, liabilities and responsibilities under this Declaration arising from and after the date of such assignment and shall have Declarant's rights, reservations, power, and authority. Upon such assignment, and to the extent thereof, the assigning Declarant shall be relieved from all Declarant's duties, obligations, liabilities and responsibilities under this Declaration arising from and after the date of such assignment. Notwithstanding anything to the contrary set forth herein, the mere conveyance or transfer of ownership of or any other interest or estate in land within the Property by Declarant to any Person, whether by deed, lease, sublease or other instrument, shall in no way convey all or any portion of the Declarant's interest under this Declaration.

11.2 Multifamily Parcel Owner's Indemnification Obligations. To the fullest extent permitted by Applicable Law and subject to Section 8.3 above, the Multifamily Parcel Owner shall indemnify, defend and hold harmless Parcel 1(Parking Deck) Owner the City, DDA and City elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, agents, attorneys and volunteers ("**City Parties**") from and against any and all claims, suits, actions, debts, damages, losses, obligations, judgments, charges, and fees and expenses, of any nature whatsoever ("**Loss**") to the extent caused by, resulting from or arising out of (i) any negligent action, inaction, omission or intentional misconduct by the Multifamily Parcel Owner related to the Parking Deck; (ii) any conduct or activities of the Multifamily Parcel Owner that violates any applicable state or local law, rule, regulation or ordinance related to the Parking Deck; or (iii) any breach by the Multifamily Parcel Owner of any of its obligations, representations or warranties contained in this Declaration beyond any applicable notice and cure periods. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist pursuant to this Declaration. The provisions of this Section shall survive the termination of this Declaration to the extent of any Loss based upon or arising out of any acts or omissions occurring prior to the termination of this Declaration.

11.3 Declarant Indemnification Obligations. To the fullest extent permitted by Applicable Law, the Declarant shall indemnify, defend and hold harmless the Multifamily Parcel Owner and its Mortgagee and affiliates and their respective employees, agents and contractors, from and against any and all Loss to the extent caused by, resulting from, or arising out of (i) any costs caused by the negligent acts or omissions of the Declarant; (ii) any conduct or activities of the Declarant that violate any applicable state or local law, rule, regulation or ordinance; or (iii) any breach by the Declarant of any of its obligations, representations or warranties contained in this Declaration beyond any reasonable notice and cure periods. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist pursuant to this Declaration. The provisions of this Section shall survive the termination of this Declaration to the extent of any Loss based upon or arising out of any acts or omissions occurring prior to the termination of this Declaration.

11.4 Limitation on Liability.

11.4.1 Assumption of Risk by Users. Any Person entering or using any portion of the Parking Deck expressly assumes all risk of loss associated with such entry or use, including, without limitation, water containing calcium deposits dripping on the vehicles. Without limiting the foregoing, any Person parking a vehicle in the Parking Deck assumes all risk of loss with respect to such Person's vehicle and the contents in and on such vehicle. Some Parking Spaces may be obstructed by columns or other interferences. Neither the Declarant nor any Owner shall be liable for any loss or damage resulting from such columns or other interferences. Neither the Declarant nor any Owner shall be liable for any loss or damage to any private property used, placed, or stored in the Parking Deck. Water may drip onto any vehicle from a level above the level on which the vehicle is parked or located. Such dripping water may include calcium deposits, which may cause damage to the vehicle. Neither the Declarant nor any Owner shall be held liable for any loss or damage resulting from such calcium deposits to any vehicle. Elevators malfunction from time to time and become stuck or inoperable. Neither the Declarant nor any Owner shall be liable for any such malfunctions.

11.4.2 Liability of the Declarant. Neither the Declarant nor the Multifamily Parcel Owner shall be liable to any Owner, Permitted User, or any other Person for loss, damage, or injury, or claim of the foregoing, arising out of or in any way connected with the Declarant's or the Multifamily Parcel Owner's performance or non-performance of its obligations under this Declaration unless due to the willful misconduct, gross negligence, bad faith, or fraud of the Declarant or the Multifamily Parcel Owner, as the case may be. In addition, in no event shall the Declarant or the Multifamily Parcel Owner be liable for incidental, special, consequential or punitive damages suffered by either party and each party shall in all events seek to mitigate its damages to the extent required by law.

ARTICLE 12.
GENERAL PROVISIONS

12.1 Notices. Any notice given pursuant to this Declaration shall be in writing and shall be made by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) email (with a hard copy to following within twenty-four (24) hours via overnight

delivery service), or (d) U.S. Certified Mail, postage prepaid, return receipt requested, sent to the intended addressee at the address set forth below or to such other address as the addressee shall have designated by written notice sent in accordance herewith. A notice shall be deemed to have been given at the time of personal delivery, as of the date of first attempted delivery via overnight delivery service, as of the date an email is sent, or as of the date of first attempted delivery of U.S. Certified Mail. Notices given by counsel to a party in accordance with the above shall be deemed given by such party. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Declaration shall be as follows:

To Apartment Parel Owner: Mid Cast Snellville, LLC
c/o MidCity Real Estate Partners
5605 Glenridge Drive NE
Suite 605
Atlanta, Georgia 30342
Attn.: Kirk Demetrops
Email: kdemetrops@midcitypartners.com

c/o CASTO Southeast Realty Services
5391 Lakewood Ranch Blvd.
Suite 100
Sarasota, Florida 34240
Attn.: Brett Hutchens
Email: bhutchens@castoinfo.com

c/o CASTO Southeast Realty Services
215 E. Chatham St.
Suite 201
Cary, North Carolina 27511
Attn.: Shannon Dixon
Email: sdixon@castoinfo.com

With a copy to: Sheley, Hall & Williams, P.C.
303 Peachtree Street NE
Suite 4440
Atlanta, Georgia 30308
Attn.: David P. Ansari, Esq.
Email: dansari@sheleyhall.com

To Parcel 1(Parking Deck)
Owner: Downtown Development Authority of Snellville
c/o City of Snellville
2342 Oak Road
Snellville, GA 30078
Attn: Eric Van Otteren
Email: evanotteren@snellville.org

With a copy to: Butler Snow LLP

1170 Peachtree Street NE, Suite 1900
Atlanta, Georgia 30309
Attn: Blake Sharpton
Email: Blake.Sharpton@butlersnow.com

12.2 Amendment. This Declaration may not be amended except by instrument in writing executed by Declarant, the Multifamily Parcel Owner and each Owner whose rights or obligations under this Declaration will be affected by such amendment. Notwithstanding the foregoing, any amendment to this Declaration which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to a Mortgagee, shall require the prior written approval of such Mortgagee. Amendments made pursuant to the provisions of this Section shall inure to the benefit of and be binding upon all Owners and their respective Mortgagees.

12.3 Grants. The Owners hereby declare and acknowledge that this Declaration, and the easements created in this Declaration, shall be and shall constitute covenants running with the fee simple estate of the Property. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the Owners in this Declaration and, a breach by either party under such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

12.4 Term. This Declaration shall be effective as of the Effective Date and shall continue in full force and effect perpetually to the extent permitted by law and constitutes a covenant running with the land. If and to the extent any provisions contained in this Declaration may be limited under Georgia law (to the extent such provisions are deemed to constitute covenants restricting the use of land pursuant to O.C.G.A. § 44-5-60, *et seq.*), such provisions shall continue in full force and effect until 11:59 p.m. (Atlanta, Georgia time) on the 20th anniversary of the date of this Declaration, after which time this Declaration and the provisions thereof shall be automatically extended, if permitted by Georgia law, for successive periods of 20 years (or the maximum period of time permitted by Georgia law, if less) unless a written instrument is filed by the Declarant in the Records terminating the covenants in the manner allowed by O.C.G.A § 44-5-60 *et seq.*

12.5 Notice of Sale or Transfer of Title. After the transfer of title of any Parcel or a portion of any Parcel, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Parcel, including assessment obligations, until the date upon which notice of such transfer is received by the Declarant, notwithstanding the transfer of title.

12.6 Compliance. Every Owner and Permitted User of any Owner shall comply with this Declaration and the Rules and Regulations. Failure to comply shall be grounds for an action by the Declarant, or, in a proper case, by the aggrieved Owner to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Declarant in this Declaration. In any legal or equitable proceeding for the enforcement of or to remedy the violation of these covenants or any provision of this Declaration, the substantially losing party or parties shall pay the reasonable attorneys'

fees and costs of the prevailing party or parties, in such amount as may be fixed by the court in such proceeding. Such fees, upon appropriate docketing of a judgment to such effect, shall become a lien against the Parcel (if any) of the substantially losing party. All remedies provided in this Declaration and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

12.7 Dispute Resolution. It is the intent of the Declarant to encourage the amicable resolution of disputes involving the Property and, if possible, to avoid the emotional and financial cost of litigation. Accordingly, the Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances, or disputes involving the Property, including claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of this Declaration and the Rules and Regulations through alternative resolution methods, such as mediation and arbitration. To foster amicable resolution of disputes, Declarant may adopt alternative dispute resolution procedures, and such procedures shall be binding on all of the Owners. Participation in alternative dispute procedures shall be voluntary and confidential, provided, however, if any party to such dispute resolution procedures concludes that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation.

12.8 Governing Law. Except where the laws of another jurisdiction are mandatory, this Declaration shall, in all respects, be governed, construed, applied and enforced in accordance with the internal laws (and not the choice of law rules) of the State of Georgia. Declarant hereby submits to the exclusive jurisdiction and venue of the Superior Court of Gwinnett County, Georgia for the purposes of all legal proceedings arising out of or relating to this Declaration, and Declarant hereby irrevocably waives to the fullest extent permitted by Governmental Requirements, any objection which it may now or hereafter have to the venue of any such proceeding which is brought in such a court.

12.9 Time. Time is of the essence in the performance of each and every term, condition and covenant contained in this Declaration.

12.10 Further Assurances. Each Owner covenants and agrees to sign, execute and deliver, or cause to be signed executed and delivered and to do or make, or cause to be done or made, any and all agreement, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably requested by the Declarant for the purpose of or in connection with clarifying, amending or otherwise consummating the transactions and matters set forth in this Declaration.

12.11 No Waiver. The failure by the Declarant, any Owner, any Permitted User, or other beneficiary to enforce against any other party any term or provision of this Declaration should not be a waiver of such party's right to enforce the same or any other such term or provision at a future time.

12.12 Severability. If any term or provision of this Declaration or the application of any term or provision of this Declaration to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and each such term and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by applicable law.

12.13 Interpretation. As used in this Declaration, the term “or” is specifically used in its logical sense and, as such, is satisfied whenever one or more of its operands are true. All terms defined in this Declaration and all pronouns used in this Declaration shall, unless the context clearly requires otherwise, be deemed to apply equally to the singular and plural forms and to all genders. Except as otherwise expressly provided in this Declaration, this Declaration shall be interpreted in accordance with the following: (i) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Declaration as a whole and not to any particular article, section or other subdivision; (ii) the words “include,” “includes” and “including” shall be interpreted as if followed by the phrase “without limitation”; (iii) references to statutes, regulations or ordinances are to be construed as including all provisions consolidating, amending or replacing the referenced statute, regulation or ordinance; (iv) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments to or changes in such agreements or instruments entered into in accordance with their respective terms; (v) a reference to an “Exhibit” or a “Schedule” shall mean the applicable exhibit or schedule to this Declaration unless otherwise expressly stated; and (vi) a reference to a “Section” or “Article” shall mean a section or article of this Declaration unless otherwise expressly stated. This Declaration and all the terms and provisions of this Declaration shall be liberally construed to effectuate the purposes set forth in this Declaration.

12.14 Estoppels. Each Owner and Declarant shall, from time to time, within 10 Business Days after receipt of written request from any Owner or Declarant, execute, acknowledge and deliver to such party or to any existing or prospective purchaser or Mortgagee designated by such party, an estoppel certificate stating, to the extent applicable: (i) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications; (ii) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the requesting party and, if so, specifying the nature and extent thereof; (iii) whether there are any sums (other than those arising out of the normal course of operation of the Parking Deck within the previous 45 days) which the Person executing such estoppel certificate owes or is entitled to receive or demand from the requesting party, and if there is any such sum, specifying the nature and amount thereof; and (iv) such other facts or conclusions as may be reasonably requested.

12.15 Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

12.16 Non-Merger. Notwithstanding an Owner’s ownership of more than one of the Parcels, the easements, covenants, rights, and restrictions created by this Declaration shall burden and benefit each Parcel individually, without merger as a result of such common ownership, and if any such Parcel cease to be under common ownership, neither the party conveying nor the party acquiring such Parcel shall need to execute additional documentation to evidence the existence of said easements, covenants, rights and restrictions, and said easements, covenants, rights, and restrictions shall relate back to and shall be deemed to have been created as of the date this Declaration is recorded in the Records.

12.17 No Joint Venture. This Declaration shall not be deemed or construed to create any joint venture, partnership or similar relationship by and among the Owners or between the Multifamily Parcel Owner and Parcel 1(Parking Deck) Owner.

12.18 Rules and Regulations; Negative Covenants. By execution of this Declaration, or acceptance of a deed, ground lease, or other instrument creating an interest in any portion of the Property, the Owner's acknowledge and agree that their use of the Parking Deck shall be subject to the initial rules and regulation attached as Exhibit H hereto (the "Rules and Regulations"). The Declarant may, from time to time and at any time, make, establish, abolish, amend, and/or enforce the Rules and Regulations in a reasonable and non-discriminatory manner. No such amendments or modifications to the Rules and Regulations shall materially and adversely affect the easement or other rights or obligations under this Declaration of the Multifamily Parcel Owner unless the Multifamily Parcel Owner consents in writing to such Rules and Regulations.

[signature appears on following pages]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date and year first written above.

Signed, sealed and delivered in
the presence of:

DECLARANT:

MID CAST SNELLVILLE, LLC, a Florida
limited liability company

Unofficial Witness

By:_____

Name: _____

Its:_____

Notary Public

[NOTARIAL SEAL]

[signatures continue on next pages]

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

PARCEL 1(PARKING DECK) OWNER:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
SNELLVILLE**, an authority created and
existing under the Georgia Downtown
Development Authorities Law

By: _____
Name: _____
Its: _____

EXHIBIT A
SNELLVILLE TOWNE CENTER PLAT OF SUBDIVISION

EXHIBIT B
LEGAL DESCRIPTIONS OF THE PARCELS

EXHIBIT C
MULTIFAMILY IMPROVEMENTS CONSTRUCTION DOCUMENTS

[attached]

EXHIBIT D
PARKING DECK CONSTRUCTION DOCUMENTS

EXHIBIT E
PARKING DECK USE PLAN

EXHIBIT F
JAMES SAWYER WAY DRIVEWAY EASEMENT AREA

EXHIBIT G
WISTERIA DRIVE DRIVEWAY EASEMENT AREA

EXHIBIT H
RULES AND REGULATIONS

1. The intent of the Declarant and this Declaration is to grant certain rights and easements to the Owners and to keep and maintain the Unreserved Parking spaces for the non-exclusive use of the citizens of the City of Snellville, Georgia and the State of Georgia visiting Snellville Towne Center. Neither Declarant nor any other Owner shall have the right to grant any rights, easements or privileges in and to the Parking Deck to any party that is not an Owner. Declarant shall use commercially reasonable efforts to prevent any third party from using or otherwise designating the Parking Deck as parking to serve its property or business.
2. Subject to the provisions of this Declaration, the Unreserved Parking Spaces shall be open for the use of the general public visiting Snellville Towne Center and any limitations imposed on such access in this Declaration or outside of this Declaration must be supported by reasonable restrictions that do not violate applicable Governmental Requirements, the Constitution of the United States and the State of Georgia. Declarant makes no warranty, guaranty or representation to the parties or beneficiaries of this Declaration concerning any restriction contained herein with regard to its enforceability against the public rights to Unreserved Parking Spaces.
3. Neither the Multifamily Parcel Owner nor Parcel 1(Parking Deck) Owner shall permit any lien to remain on Parcel 1(Parking Deck) when caused by, through or under such Owner, and such Owner shall cause any lien to be removed by bonding off or otherwise within 30 days after receipt of written notice of the existence of such lien. If either party fails to remove any such lien by bonding off or otherwise withing such 30 days period, the other such Owner may do so my bonding off or otherwise legally discharging the lien, and the other Owner shall reimburse such Owner upon demand for any costs and expenses incurred to bond off or remove such lien.
4. No overnight parking of vehicles is allowed except by the Multifamily Parcel Owner's Permitted Users in the Multifamily Reserved Parking Spaces.
5. No inoperable or unregistered vehicles may be parked at the Parking Deck.
6. No skateboarding, roller blading, roller skating or hover board riding or any other mode of transportation other than automobiles and motorcycles are allowed upon any of the parking areas, access ramps, stairwells, walk ways, sidewalks or any landscaped areas in or around the Parking Deck.
7. No maintenance or repair of vehicles is allowed in the Parking Deck. Vehicles needing repair shall be removed by wrecker service to a repair facility.
8. No portion of the Parking Deck shall be used in such a manner as to create a nuisance to others or to render any portion of the Parking Deck Parel unsanitary, unsightly or

offensive. No action shall be taken that is detrimental to the normal care and maintenance of the Parking Deck.

9. The Parking Deck shall be operated and open for business twenty-four (24) hours a day, seven (7) days a week, 365/366 days a year (subject only to Closures as provided herein) and the Declarant shall cause all of the Parking Deck, including vehicular and pedestrian thoroughways, entrances and exits, to be lighted from dusk to dawn.

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (the “**Agreement**”) is made as of this _____ day of _____, 2021 (the “**Effective Date**”) by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SNELLVILLE**, an authority created and existing under the Georgia Downtown Development Authorities Law (O.C.G.A. §36-42-1, *et al*) (the “**DDA**”), and **MID CAST SNELLVILLE, LLC**, a Florida limited liability company (“**Master Developer**”).

W I T N E S S E T H :

WHEREAS, the DDA and the Master Developer are parties to that certain Master Development Agreement dated as of August 26, 2019 (as at any time amended, the “**Master Development Agreement**”), and defined terms used in this Agreement and not otherwise defined herein shall have the meaning(s) ascribed to such terms in the Master Development Agreement;

WHEREAS, simultaneously with the execution of this Agreement, the Developer Closing with respect to the Phase I Property (defined below) has occurred and the Master Developer shall promptly commence all Site Work and Other Work (each as defined below), pursuant to and in accordance with this Agreement;

WHEREAS, pursuant to and in accordance with the Master Development Agreement, the Master Developer is responsible for constructing, at its sole cost and expense, the Developer Improvements and the DDA is responsible for constructing, at its sole cost and expense, the DDA Stormwater Work (defined below), the Public Infrastructure Work, the Municipal Improvements and the Parking Deck Work;

WHEREAS, pursuant to and in accordance with this Agreement, the DDA has retained Master Developer to coordinate the Developer-Coordinated Construction activities;

WHEREAS, the Master Developer’s and the DDA’s performance of their respective obligations is of mutual benefit to each Party and to Snellville Towne Center;

WHEREAS, although Master Developer is entering into this Agreement, as “master developer” under the MDA, the DDA and Master Developer hereby acknowledge and agree that (i) the responsibilities of Master Developer hereunder may be performed by certain affiliates of Master Developer (i.e., MidCity Real Estate Partners, Inc. and Casto Southeast Realty Services LLC) and (ii) all sums, fees and expenses due by the DDA to Master Developer hereunder shall be paid directly to Master Developer, unless Master Developer otherwise designates an affiliate or affiliates as the intended recipient of such sums, fees and expenses; and

WHEREAS, the Parties desire to evidence the obligations of each Party with respect to such construction obligations more fully than in the Master Development Agreement by means of this Agreement.

NOW, THEREFORE, for and in consideration of the above, the sum of Ten Dollars (\$10.00) in hand paid by each Party to the other, and the mutual promises, obligations and agreements contained herein, the DDA and Master Developer, intending to be legally bound, do hereby agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement or in the Master Development Agreement, each of the following terms shall, when used herein with an initial capital letter, have the meaning herein below set forth.

(a) **“Affiliate”** shall mean with respect to any Person (i) any other Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such Person, and/or (ii) any other Person owning or controlling at least 50% of the outstanding voting securities of or other the ownership interests of such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

(b) **“Agreement”** shall mean this Agreement, together with all amendments hereto, all exhibits attached hereto and all other instruments and documents incorporated herein by reference.

(c) **“Architect”** shall mean such architect(s), engineer(s) or other design professional(s) now or hereafter engaged by Master Developer and, in certain circumstances the DDA, in connection with the design and construction of the Site Work, Other Work or other Work Projects.

(d) **“Business Day”** shall mean any day except a Saturday, Sunday or any other day on which commercial banks in Atlanta, Georgia, are authorized or required by law to close.

(e) **“Completion Date”** shall mean, with respect to any Work Project, the first day on which (i) the construction of the Work Project has been substantially completed, as evidenced by a certificate to such effect from the Architect or the other architect responsible for such portion of the Work Project, as the case may be, subject only to punch list items, and (ii) if applicable, a certificate of occupancy (whether temporary or final), certificate of completion or such other appropriate and necessary governmental permission to occupy or use the Work Project, if applicable, subject only to minor punch list items.

(f) **“Contractor”** shall mean Hodges and Hicks General Contractors, LLC, or such other general contractor(s) now or hereafter engaged by the Master Developer to construct the Site Work and the Other Work or both of the Site Work and the Other Work.

(g) **“DDA’s Designated Representative”** shall mean Butch Sanders in his capacity as the City Manager, and not individually, or such other employee of the City designated to Master Developer in writing by the DDA.

(h) **“Developer-Coordinated Construction”** shall have the meaning set forth in Section 7(a) of this Agreement.

(i) **“Detention Parcel”** shall have the meaning for such term set forth in the Master Development Agreement and, for the avoidance of doubt, shall include master detention facilities (including detention pond(s)) located on the Phase II Property to serve all of the Phase I Property and Phase II Property, and the Detention Parcel shall include passive park areas.

(j) **“Developer Parcels”** shall mean those certain parcels of the Phase I Property designated on **Exhibit A** hereto as (i) the ~~Apartment Parcel [TBD: 1 contiguous parcel with easement rights to DDA for ingress/egress to the Deck or 3 separate tracts with air rights to construct improvements over the drives]~~ Parcels 2a and b (Multifamily), (ii) Parcel 6a (Commercial Parcel 1, 1), (iii) Parcel 6b (Commercial Parcel 2, 2), (iv) Parcel 8 (Commercial Parcel 3, 3), and (v) Parcel 9 (Commercial Parcel 4, 4).

(k) **“Force Majeure”** shall mean a delay in a Party’s reasonable performance hereunder of each duty, obligation or undertaking to be performed or observed by such Party that is prevented or delayed by act of God, fire, earthquake, flood, pandemic, epidemic, endemic, worldwide illnesses, extreme adverse weather conditions preventing the performance of the work, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, malicious mischief, strikes, labor disputes, lockouts, condemnation, requisition, governmental restrictions including inability or delay in obtaining governmental consents or Permits, laws or orders of governmental, civil, military or naval authorities, embargoes, injunction or other order of competent jurisdiction which (a) prevents or delays the accomplishment of any required act or objective, (b) is the direct cause of such failure or delay in so doing or accomplishing, and (c) is not the result of any failure by the Party so obligated (or its agents, employees or contractors) to act in accordance with due diligence, with good construction or sound business practices or other appropriate standards or with applicable laws, regulations, ordinances, building or other codes. For the avoidance of doubt, any delays related to the COVID-19 pandemic, or similar events causing the City of Snellville, Georgia to issue a declaration of emergency, shall constitute “Force Majeure.”

(l) **“Municipal Development Parcels”** shall mean those certain parcels of the Phase I Property designated on **Exhibit A** hereto as (i) ~~the Parcel 1 (Parking Deck Parcel)~~, (ii) ~~the Parcel 4a (Library Parcel Community)~~ and (iii) ~~the Parcel 4b (Market Center Parcel)~~ (which parcels are sometimes referred to herein, collectively, as the **“Phase I Municipal Development Parcels”**), and (iv) ~~the Parcel 3 (Street A/Library Plaza)~~, (v) ~~the Parcel 5 (Grove, (vi) the Promenade, (vii) and (vi) Parcel 7 (Street B, Street C and Street C Pedestrian, and (viii) the Private Streets (Streets A, B and C)~~ (which parcels are sometimes referred to herein, collectively, as the **“Phase II Municipal Development Parcels”**).

(m) **“Municipal Improvements”** shall mean all improvements and facilities located or to be located on the Municipal Development Parcels.

(n) **“Other Work”** shall mean those certain improvements, including, a portion of the Phase I Stormwater Work (defined below), ~~to be contracted for by Master Developer and~~ to be constructed and installed in, on and under the Phase II Municipal Development Parcels, and those certain improvements to be constructed in, on and under the Wisteria Drive easement area and James Sawyer Drive easement area, to be contracted for by Master Developer and completed prior to the DDA acquiring the Phase II Municipal

Development Parcels, and being more particularly described on those certain construction plans and specifications prepared by Architect, approved by the Master Developer and the DDA, and attached as **Exhibit B** hereto and incorporated herein (“**Other Work Plans**”).

(o) “**Other Work Budget**” shall mean the budget (and all revisions thereto) approved by the DDA and Master Developer of all hard and soft costs and expenses to be incurred with respect to the design, development and construction of the Other Work. The current Other Work Budget is attached hereto as **Exhibit C** and made a part hereof.

(p) “**Parties**” shall mean the DDA and the Master Developer (with each of Master Developer and the DDA, individually, being a “**Party**”).

(q) “**Permits**” shall mean all consents, licenses, approvals and permits for the construction, completion, occupancy and operation of any Work Project.

(r) “**Person**” shall mean any individual, partnership, corporation, limited liability company, trust or other legal entity.

(s) “**Plans and Specifications**” shall mean any plans and specifications for the construction of any portion of the Work Project.

(t) “**Project**” shall mean collectively, the Phase I Property and all work thereon, and all other improvements now or hereafter located thereon and all appurtenances thereto, including, without limitation, the Developer Improvements, the Municipal Improvements, the Public Infrastructure Work and the Parking Deck.

(u) “**Project Schedule**” shall mean that certain preliminary milestone schedule for the design, permitting and construction for each component of the Work Project attached hereto as **Exhibit D** and made a part hereof, as the same shall be supplemented, updated and modified from time to time but only with the approval of all Parties.

(v) “**Public Infrastructure**” shall mean such property, facilities and Improvements to be performed by the DDA that are described on **Exhibit H** attached hereto and incorporated herein by this reference. Should the Snellville Towne Center project require any additional offsite work, the DDA will be responsible for such work and cost.

(w) “**Public Infrastructure Work**” shall mean the design, construction, and installation of the Public Infrastructure.

(x) “**Site Work**” shall mean the initial site work to be contracted for by Master Developer for the Phase I Property necessary to allow construction of the Municipal Improvements, Developer Improvements and Other Work, such work to include, without limitation, master site work, grading, stormwater infrastructure, tree removal, civil engineering, permitting (if any), demolition/asbestos abatement, monitoring/testing, and utilities infrastructure to serve individual parcels, with the scope of the Site Work being more particularly described on those certain construction plans as finally approved by Master Developer and the DDA and attached hereto as **Exhibit E** and incorporated herein by this reference (“**Site Work Plans**”). For

avoidance of doubt, the Site Work will exclude the Public Infrastructure Work, the Developer Improvements, the Municipal Improvements and the Other Work, but will include the portion of the Phase I Stormwater Work shown on the Site Work Plans, notwithstanding that all Phase I Stormwater Work shall be deemed to be Other Work (and not Site Work) for purposes of the DDA's payment obligations set forth in Section 3(e) and Section 4(h) hereof.

(y) **"Site Work Budget"** shall mean the budget (and all revisions thereto), including a 10% contingency, approved by the DDA and Master Developer of all expenses estimated and projected to be incurred with respect to the design, development and construction of the Site Work; provided, however, that all costs and expenses attributable to Phase I Stormwater Work shall be paid as Other Work as set forth in Section 4(h) below. The current Site Work Budget is attached hereto as **Exhibit F** and made a part hereof.

(z) **"Stormwater Work"** shall mean any and all work for the Project and the Detention Parcel necessary to detain water for the entirety of the Phase I Property and the Phase II Property, including, without limitation, the construction of a detention pond in the Detention Parcel, the construction and installation of drainage facilities and improvements across the Project to allow for such drainage and detention of stormwater, and the construction and installation of infrastructure and piping located within the Phase I Property, including the Municipal Development Parcels. The portion of the Stormwater Work to be constructed and installed by Master Developer on the Phase I Property is sometimes referred to herein as the **"Phase I Stormwater Work"**, and all other Stormwater Work is sometimes referred to herein as the **"DDA Stormwater Work"**. The scope of the Phase I Stormwater Work to be completed as part of the Site Work is described in the Site Plans and the scope of the Phase I Stormwater Work to be completed as part of the Other Work is described in the Other Work Plans. The scope of the DDA Stormwater Work is more particularly described on those certain construction plans approved by Master Developer and the DDA attached as **Exhibit G** hereto and incorporated herein (the **"DDA Stormwater Work Plans"**).

(aa) **"Total Site Work Costs"** shall have the meaning ascribed in Section 3(c) below.

(bb) **"Work Project"** shall mean (i) the Site Work, (ii) the Other Work, (iii) the DDA Stormwater Work, (iv) the Public Infrastructure Work, (v) the Municipal Improvements, and (vi) the Parking Deck Work.

2. Recitals Incorporated. The recitals set forth above are true and correct; the recitals, schedules, exhibits and appendices to this Agreement are an integral part hereof and are incorporated herein by this reference.

~~2. [Reserved]~~

3. Site Work.

(a) Approval; Responsibilities. ~~(i) Approval.~~ The DDA shall acquire the Phase I Municipal Development Parcels as improved by the Site Work at a purchase price determined as provided in Section 3(e) below. In connection with the DDA's acquisition of the

Phase I Municipal Development Parcels, the DDA hereby approves the Site Work Plans, the Site Work Budget and the Project Schedule and authorizes Master Developer to construct and install the Site Work with respect to the Phase I Municipal Development Parcels in accordance with this Agreement and the Site Work Plans. Master Developer may adjust the Site Work Budget with the DDA's written approval. Master Developer agrees to use its professional skill and judgment and apply prudent and reasonable business practices in the exercise of its duties hereunder and shall exercise that degree of skill, competence, quality and professional care rendered by the leading and most reputable companies performing the same or similar type of services in connection with the construction and development of similar projects in the metropolitan area in which the Project is located.

(b) Performance of Site Work. Master Developer is hereby authorized and directed to proceed with the Site Work in accordance with this Agreement and the Site Work Plans. Neither the Site Work Plans nor the Project Schedule may be amended without the prior written approval of the Master Developer and the DDA, except as necessary (i) to account for minor changes instituted by the Contractor to account for changes necessary to correct issues in the field; (ii) to substitute like-kind materials due to unavailability or time constraints, provided that (x) the materials are equal or superior in quality to the specified product; (y) the use of the materials will not entail changes in details and construction of related work; (z) the materials conform to the intent of the Site Work Plans, including respect for design and artistic effect; and (iii) to cause the Site Work to comply with any changes in governmental requirements or any applicable laws, codes, rules, regulations. Notwithstanding anything herein to the contrary, any DDA approval for Site Work in Sections 3(a) and (b) above shall not be unreasonably withheld, conditioned or delayed. Furthermore, it is understood that Total Site Work Costs may, among other reasons, increase due to unforeseen conditions including, but not limited to, poor soils, rock, environmental issues and inclement weather. Master Developer will notify the DDA in writing of any change to the Site Work Budget, Site Work Plans and Project Schedule. The DDA is required to provide written approval within three (3) business days of receipt of such written notice from the Master Developer, failing which, any such changes shall be deemed approved.

(c) Costs. Master Developer shall be responsible for the costs and expenses incurred with respect to the Site Work, which shall include general contractor overhead and fees and a development/construction management fee paid to Master Developer (or its specified affiliate(s)) equal to four percent (4%) of hard and soft costs for the Site Work (collectively, the "**Total Site Work Costs**"). The DDA shall have no responsibility for the Total Site Work Costs, except as expressly set forth in Section 3(e) below and, with respect to the Phase I Stormwater Work, Section 4(h) below.

(d) Monthly Progress Reports. Following the end of each calendar month during the performance of the Site Work, Master Developer shall prepare a detailed cost report with respect to the Site Work then under construction, and shall cause the same to be delivered to the DDA. The report shall include information with respect to the status of the Site Work, as compared against the Project Schedule, the most current progress reports or other written reports received from the Architect, Contractor and/or any specialists and consultants for the Site Work, a comparison of the amount of actual costs incurred as of the effective date of such report to the

budgeted costs as of such date, shown on a line item basis using the same categories or line items set forth in the Site Work Budget.

(e) Phase I Municipal Development Parcels Purchase Obligation. The DDA shall purchase the Phase I Municipal Development Parcels from the Master Developer, pursuant to and in accordance with the terms and conditions of Section 3.4 of the Master Development Agreement, within fifteen (15) days after the Completion Date with respect to the Site Work (notwithstanding anything in the Master Development Agreement regarding the timing of such purchase to the contrary) for an aggregate amount equal to the lesser of (i) forty-five percent (45%) of the Total Site Work Costs (excluding any costs and expenses related to the Phase I Stormwater Work) and (ii) \$1,876,050.00.

4. Other Work.

(a) Performance of Other Work. The DDA shall acquire the Phase II Municipal Development Parcels as improved by the Other Work at a purchase price determined as provided in Section 4(h) below. In connection with the DDA's acquisition of the Phase II Municipal Development Parcels, the DDA hereby approves the Other Work Plans, the Other Work Budget and the Project Schedule, and authorizes Master Developer to construct and install the Other Work in accordance therewith. Master Developer hereby agrees to use its diligent, commercially reasonable efforts, and shall devote sufficient time and personnel, to cause the Other Work to be completed in accordance with the Other Work Plans, the Other Work Budget and this Agreement, and in compliance with the time parameters established therefor in the Project Schedule. Neither the Other Work Plans nor the Other Work Budget may be amended without the written approval of the Master Developer and the DDA, except as expressly provided below.

(b) Other Work Plans. Except as expressly provided herein, the Other Work Plans shall not be amended without the prior written approval of Master Developer and the DDA, which approval shall not be unreasonably withheld, conditioned or delayed, except that, notwithstanding the foregoing to the contrary, the Other Work Plans may be amended and modified without the DDA's approval if necessary (1) to account for minor changes instituted by the applicable Contractor to account for issues in the field that do not increase the Other Work Budget, (2) to substitute like-kind materials due to unavailability or time constraints, provided that (w) the materials are equal or superior in quality to the specified product; (x) the use of the materials will not entail changes in details and construction of related work; (y) the materials conform to the intent of the Other Work Plans, including respect for design and artistic effect; and (z) there will be no material increase in the Other Work Budget, and (3) to cause the Other Work to comply with any changes in governmental requirements or any applicable laws, codes, rules, regulations or (ii) by the DDA or by Master Developer, if the change affects only those costs for which such party is 100% responsible as set forth in the responsibility matrix in Section 4(h) below and such change does not cause any increases in costs for which the other party is all or partially responsible.

(c) Other Work Budget. Master Developer may, without the need for any further approval whatsoever by the DDA, make any expenditures and incur any obligations provided for in the Other Work Budget as approved by the DDA. The DDA and Master

Developer hereby acknowledge and agree that the Other Work Budget contains contingency line items (which contingency funds are 10% in the aggregate), all as approved by DDA. As a result, and notwithstanding the provisions of this subsection (c) or anything in this Agreement to the contrary, Master Developer may, at Master Developer's discretion and with the DDA's prior consent, allocate any funds in any such contingency line item to any other line item and expense set forth in the Other Work Budget provided that (i) such re-allocated expenditures are consistent with the original purpose of such line item or expense, as determined by prudent management practices generally accepted in the real estate industry; and (ii) pursuant to the approved Other Work Budget, the contingency line item is available for allocation to the other line item of the Other Work Budget. In addition, notwithstanding the provisions of this subsection (c) or anything in this Agreement to the contrary, Master Developer may, at Master Developer's discretion (without obligation) and with the DDA's prior consent, expend any "savings" from a particular line item category the Other Work Budget and/or shift any line item category in the Other Work Budget to another line item category, provided that there is a sufficient excess amount in the category from which it is transferred and provided that such expenditures satisfy clauses (i) and (ii) above. Finally, notwithstanding the provisions of this subsection (c) or anything in this Agreement to the contrary, Master Developer may, at Master Developer's discretion (without obligation) and with the DDA's prior consent, expend sums or incur obligations reasonably necessary in an emergency situation posing a danger to life or property, even if in excess of the Other Work Budget. If Master Developer allocates contingency funds set forth in the approved Other Work Budget, or expends any "savings" and/or shifts any amount(s) between Other Work Budget line item categories, or incurs emergency expenditures pursuant to the authorizations set forth above, it shall provide the DDA with a written summary of the nature and amount of such expenditure or allocation in the next monthly progress report. Any consent or approval required by the DDA pursuant to this subsection (c) shall not be unreasonably withheld, conditioned or delayed.

(d) Revision to the Other Work Budget. If Master Developer at any time determines that the Other Work Budget is not compatible with the then prevailing status of the Other Work and does not adequately provide for the completion of the Other Work, Master Developer shall promptly prepare and submit Master Developer's recommended revisions of the Other Work Budget to the DDA. Any such revision shall require the approval of the DDA and Master Developer (except as otherwise set forth in subsection (b) and (c) above), and if the DDA objects to any such revision, the DDA shall notify Master Developer in writing of its disapproval of the proposed revision and specify in such notice the items to which it objects. In the event of any such objection, Master Developer and the DDA shall consult and endeavor to reconcile their differences. The DDA agrees to respond to any such request for approval of a proposed revision of the Other Work Budget within seven (7) Business Days after receipt of such request by the Master Developer; provided, however, the DDA acknowledges that work scheduling and sequencing requirements and other circumstances may dictate that the DDA responds to particular requests on a more expeditious basis, and when Master Developer requests a response on an expedited basis due to such circumstances, the DDA shall use all reasonable efforts to respond within the time period so specified by Master Developer.

(e) Costs. Subject to Section 4(h) below, Master Developer shall be responsible for the costs and expenses incurred with respect to the Other Work as such costs and expenses become due and payable, which shall include construction loan interest and general

contractor overhead and fees and a development/construction management fee paid to Master Developer (or its specified affiliate(s)) equal to four percent (4%) of hard and soft costs for the Site Work (collectively, the “**Total Other Work Costs**”). The DDA shall have no responsibility for the Total Other Work Costs, except as expressly set forth in subsection (h) below.

(f) Monthly Progress Reports. Following the end of each calendar month during the performance of the Other Work, Master Developer shall prepare a detailed cost report with respect to the Other Work then under construction, and shall cause the same to be delivered to the DDA. The report shall include information with respect to the status of the Other Work, as compared against the Project Schedule, the most current progress reports or other written reports received from the applicable Architect(s), Contractor(s) and/or any specialists and consultants for the Other Work, a comparison of the amount of actual costs incurred as of the effective date of such report to the budgeted costs as of such date, shown on a line item basis using the same categories or line items set forth in the Other Work Budget.

(g) Books of Account. Master Developer shall maintain or cause to be maintained for a period of not less than three (3) years after the Completion Date of the Other Work (or earlier termination of this Agreement), true and accurate books of account (for which digital copies are acceptable) reflecting the planning, design, construction, and completion of the Other Work. All entries to such books of account shall be supported by sufficient documentation to permit the DDA and its auditors to ascertain that said entries are properly and accurately recorded. Such books of account shall be located at Master Developer’s principal metropolitan Atlanta, Georgia office and shall be maintained in accordance with Master Developer’s method of accounting. Master Developer shall keep vouchers, statements, receipted bills and invoices and all other records covering all collections, if any, disbursements and other data prior to final completion of construction. Upon written request by the DDA during the requisite three (3) year period, the DDA may during normal business hours audit, examine and make copies of the accounts and records maintained by Master Developer.

(h) Phase II Municipal Development Parcels Purchase Obligation. The DDA shall purchase the Phase II Municipal Development Parcels from Master Developer, pursuant to and substantially in accordance with the terms and provisions set forth in Section 3.4 of the Master Development Agreement, as modified by this Agreement for the Phase II Municipal Development Parcels, within fifteen (15) days after the Completion Date of the Other Work (notwithstanding anything in the Master Development Agreement regarding the timing of such purchase to the contrary) for an amount equal to the DDA’s aggregate share of any and all hard and soft costs incurred by Master Developer pursuant to this Agreement in the design, construction, installation and permitting of the Other Work (including, for the avoidance of doubt, the portion of the Phase I Stormwater Work constructed as part of the Site Work) pursuant to the responsibility matrix set forth below:

<u>Other Work</u>	<u>DDA Responsibility</u>	<u>Master Developer Responsibility</u>
1. The Grove Conceptual Design Costs	50%	50%

2. The Grove Construction Documents Costs	50%	50%
3. The Grove Special Improvements Design Costs	100%	0%
4. Library Plaza Landscape/Hardscape Design Costs	50%	50%
5. Library Plaza Improvements	50%	50%
6. Promenade Improvements	100%	0%
7. The Grove Standard Improvements	0%	100%
8. The Grove Special Improvements	100%	0%
9. Street A Improvements	0%	100%
10. Street B Improvements	0%	100%
11. Street C Improvements	0%	100%
12. Street C Pedestrian Improvements	100%	0%
13. Phase I Stormwater Work	100%	0%
<u>14. Wisteria Drive Easement Area & James Sawyer Drive Easement Area Improvements</u>	<u>100%</u>	<u>0%</u>

5. DDA Stormwater Work.

(a) Performance of the DDA Stormwater Work. The DDA shall be responsible, at its sole cost and expense, for performing the DDA Stormwater Work described on the DDA Storm Water Work Plans simultaneously with, or prior to, the Site Work, subject to the provisions of this Section 5 and any provisions of Section 6 below that relate to the Stormwater Work. No changes to the DDA Stormwater Work Plans that affect directly or indirectly the Developer Parcels or the Phase I Stormwater Work shall be permitted without Master Developer's prior written approval. The DDA hereby agrees to use its diligent, commercially reasonable efforts, and shall devote sufficient time and personnel, to cause the performance of the DDA Stormwater Work to be completed in compliance with the time parameters established in the Project Schedule and in accordance with the DDA Stormwater Work Plans.

(b) Monthly Progress Reports. Following the end of each calendar month during the performance of the DDA Stormwater Work, the DDA shall prepare a detailed report with respect to the DDA Stormwater Work then under construction, and shall cause the same to be delivered to Master Developer. The report shall include information with respect to the status of the DDA Stormwater Work, as compared against the Project Schedule, the most current progress reports or other written reports received from any Architect(s), Contractor(s) and/or any

specialists and consultants for the DDA Stormwater Work, together with such other information as Master Developer may reasonably request.

(c) Coordination of DDA Stormwater Work and Phase I Stormwater Work.

The DDA and Master Developer recognize that since the DDA will be constructing and installing the DDA Stormwater Work and the Master Developer will be constructing and installing the Phase I Stormwater Work, the DDA and Master Developer shall work together in good faith to be certain that all such stormwater work is constructed, functions and operates as a cohesive integrated project, to minimize interference with each other and the other work being conducted on the Phase I Property, and to complete such stormwater work in compliance with the time parameters established in the Project Schedule. In furtherance thereof, each of the DDA and the Master Developer shall notify the other of any anticipated changes in scope or materials. Additionally, if the DDA learns of any potential delay in the performance of the DDA Stormwater Work beyond the timelines and/or milestones set forth in Project Schedule, the DDA will notify Master Developer in writing of such potential delay(s) within five (5) days after the DDA's discovery thereof.

6. DDA's Construction and Development Obligations.

(a) Performance of the Work. The DDA shall be responsible, at its sole cost and expense, for performing the Public Infrastructure Work, the Parking Deck Work and the Municipal Improvements, all as described on Exhibit H attached hereto. The DDA hereby agrees to use its diligent, commercially reasonable efforts, and shall devote sufficient time and personnel, to cause the performance of such work to be completed in compliance with the time parameters therefor in the Project Schedule and in accordance with the applicable Plans and Specifications therefor, which are subject to Master Developer's prior approval. In addition, the DDA shall coordinate with Master Developer to obtain final Plans and Specifications for the Public Infrastructure Work, the Municipal Improvements and the Parking Deck Work acceptable to the DDA and Master Developer and in accordance with the terms of this Agreement and the Master Development Agreement. Furthermore:

(i) Notwithstanding anything herein or in the Master Development Agreement to the contrary, the Public Infrastructure Work shall include (1) the design, construction and installation of the Public Infrastructure, (2) any other additional offsite work required for the Project, and (3) any utility facilitation or relocation related to the Public Infrastructure.

(ii) The Architect(s) selected by the DDA shall be responsible for creating the Plans and Specifications for the Public Infrastructure Work and the Municipal Improvements, which process the DDA shall coordinate, but which Plans and Specifications shall be subject to the approval of the DDA and Master Developer.

(iii) The Parties acknowledge that certain work identified as Public Infrastructure Work, Municipal Improvements, DDA Stormwater Work and Parking Deck Work will need to commence at the appropriate time so that its completion does not delay any other portion of the Work Project. The Parties agree to act in good faith in coordinating the Project Schedule with respect to the construction of the Work Project.

(iv) The Architect and Contractor for the Parking Deck Work shall coordinate with the Master Developer to ensure the Parking Deck and multi-family apartments surrounding the Parking Deck function properly and are coordinated in such a manner to promote any support and connections between the Parking Deck and multi-family improvements, and ease of pedestrian ingress and egress from the adjoining apartments and vertical transportation serving the apartments.

(b) Monthly Progress Reports. Following the end of each calendar month during the performance of the Public Infrastructure Work, the Municipal Improvements and the Parking Deck Work, the DDA shall prepare a detailed report with respect to the portions of such work then under construction, and shall cause the same to be delivered to Master Developer. The report shall include information with respect to the status of the Public Infrastructure Work, the Municipal Improvements and the Parking Deck Work, as compared against the Project Schedule, the most current progress reports or other written reports received from any Architect(s), Contractor(s) and/or any specialists and consultants for such work, together with such other information as Master Developer may reasonably request.

(c) Market Center. Notwithstanding anything in this Agreement to the contrary, and for the avoidance of doubt, so long as that certain Development and Leasing Agreement by and between the DDA and Master Developer, dated as of November 19, 2020 (the “Market Center Agreement”), is in full force and effect, the terms and conditions of this Agreement shall not apply to the development and construction of the market center building which is being developed on ~~certain property described as “Parcel 4b” in the Master Development Agreement (Market)~~ (the “Market Center”), and the design, planning, development and construction of the Market Center shall be in accordance with the Market Center Agreement.

7. Site Coordination.

(a) Engagement. Additionally, the DDA hereby engages Master Developer as its construction site coordinator during the term described in subsection (b) below to coordinate the construction of Improvements to be constructed on the Phase I Property, each with each other, and grants to Master Developer the right and authority to coordinate the planning and scheduling of such work with the applicable contractors for such work, all in accordance with the terms, conditions and limitations herein set forth herein (the “Developer-Coordinated Construction”). Master Developer hereby accepts such engagement and hereby agrees to diligently perform its duties pursuant to this Section 7. Master Developer agrees to use its professional skill and judgment and to apply prudent and reasonable business practices in the exercise of its duties hereunder and shall exercise that degree of skill, competence, quality and professional care rendered by the leading and most reputable companies performing the same or similar services in connection with the coordination of similar projects in the City of Snellville, Georgia. For the avoidance of doubt, the parties hereto acknowledge and agree that the Developer-Coordinated Construction work and duties are separate and distinct for Master Developer’s obligations relative to the Site Work and Other Work and that Master Developer is not being retained to manage the construction of any of the Improvements by or on behalf of the DDA or any of the owners of the respective parcels, unless pursuant to a separate agreement entered into by the respective owners and Master Developer.

(b) Term. Master Developer's obligations to coordinate the Developer-Coordinated Construction work pursuant to this Section 7 shall commence on the earlier to occur of the commencement of any portion of the Developer-Coordinated Construction work and expire on the later to occur of the completion of the Public Infrastructure Work, the Other Work, or the Improvements on ~~the Parcel 1~~(Parking Deck~~-Parcel~~) and ~~the Parcel 4a~~(Library~~-Parcel~~, /Community).

(c) Master Developer's Duties Relative to Developer-Coordinated Construction. Master Developer will serve as the DDA's construction site coordinator having the following responsibilities with respect to the Developer-Coordinated Construction work:

(i) Coordinating construction activities of the contractors together with the DDA's engineer, Larry Kaiser;

(ii) Establishing construction site rules and procedures;

(iii) Coordinating contractor deliveries and staging;

(iv) Coordinating use of construction entrances and contractor parking and staging areas;

(v) Monitoring contractor activities in staging and parking areas, contractor ingress and egress, contractor use of Phase I Property that is not part of the land upon which the respective Developer-Coordinated Construction are to be installed, and the perimeter of all construction sites;

(vi) Making periodic visits to the job site to review the work and progress of construction;

(vii) Daily inspection of construction fencing;

(viii) Daily inspection of the perimeter silt fence(s);

(ix) Inspection of erosion control ponds after rain events;

(x) Assigning a representative to the site from 7:30 a.m. to 5:00 p.m., Monday through Friday; and

(xi) Providing the DDA with weekly progress reports so as to keep the DDA fully apprised of the progress of the Developer-Coordinated Construction.

Except as otherwise expressly set forth in this subsection (c), Master Developer shall have no other duties and obligations relative to the Developer-Coordinated Construction work. Furthermore, Master Developer does not assume and shall have no liability for any loss, cost, damage or expense suffered or incurred by the DDA or any other party related to the Developer-Coordinated Construction work or activities, except to the extent caused by Master Developer's gross negligence or intentional misconduct.

(d) Site Coordination Fee. The DDA shall pay a construction site coordination fee to Master Developer (or its specified affiliate(s)) monthly in an amount equal to \$9,280 per month on or before the 5th day of each calendar month during the term set forth in item (b) hereof. This subsection (d) shall survive the expiration or sooner termination of this Agreement.

8. Project Schedule. The Parties hereby agree to use commercially reasonable efforts, and shall devote sufficient time and personnel, to perform each portion of the Work Project in accordance with the Project Schedule, and to advise the other Party of any known or expected deviations therefrom, such that the Completion Date for the Work Project occurs on or before the date established therefor in the then-approved Project Schedule. Master Developer shall be responsible for the coordination of the overall Project Schedule and shall prepare any and all revisions thereto as the Work Project moves through its various phases to completion. Notwithstanding anything in this Agreement to the contrary, a Party shall not be liable for failure to satisfy a particular deadline set forth in the Project Schedule to the extent that such failure is the result of Force Majeure (in accordance with Section 12(o) below) or a delay caused by the other Party, its agents, employees or contractors.

9. General Development Provisions.

(a) Relationship. Master Developer shall at all times be an independent contractor. No provision hereof shall be construed to constitute Master Developer or any of its officers or employees as an employee or employees of the DDA, nor shall any provision of this Agreement be construed as creating a partnership or joint venture between Master Developer and the DDA. Neither the DDA nor Master Developer shall have the power to bind the other Party except pursuant to the express terms of this Agreement.

(b) Master Developer's Standard of Care. The DDA acknowledges and agrees that Master Developer is not a guarantor or insurer, nor does Master Developer make any representation or warranty whatsoever, of any work or services to be performed by any other party in connection with the planning, design, construction, testing, and completion of the Project and that Master Developer is not responsible for, and will not be liable for, any work, act, defect, error, omission, mistake of law or fact, negligence, gross negligence, bad faith or intentional misconduct of any other party employed by the DDA, any other party performing work for the DDA or any other party performing work or providing services for the Project. If the DDA incurs any loss, cost, damage or expense in connection with the design, architecture, construction or any of the foregoing with respect to the Project, the DDA shall proceed directly against the applicable architect, specialist and consultants, general contractor or contractors, as the case may be, to recover any such loss, cost, damage or expense. Master Developer shall assign or partially assign, as the case may be, any applicable contracts and related warranties to the DDA as of the DDA's acquisition or each phase of the Municipal Development Parcels. Notwithstanding the foregoing to the contrary, nothing in this subsection (b) shall be deemed to relieve Master Developer from its responsibility for the gross negligence, intentional misconduct, fraud, or material breach by Master Developer of its obligations under this Agreement and, further, this subsection (b) shall not change the level of skill and judgment to be applied by Master Developer as set forth in Section 3(a) of this Agreement.

(c) The DDA's Obligations and Responsibilities. The DDA shall work closely and in good faith with Master Developer to fulfill the DDA's obligations under this Agreement and to achieve the development and completion of the Project and shall comply with all obligations of the DDA under this Agreement. The DDA covenants and agrees to appropriate, provide and pay all funds as are required to pay all current obligations of the DDA in connection with the development and construction of the Project, including all obligations of the DDA to Master Developer hereunder.

(d) Development Guidelines. The Parties hereby agree to perform each portion of the Work Project in accordance with the Plans and Specifications therefor, which Plans and Specifications shall be subject to the approval of both Master Developer and the DDA, except as otherwise expressly provided in this Agreement, the standards of development, including architectural, landscaping, design and construction, consistent with other comparable Class A mixed-use projects in the metropolitan Atlanta, Georgia market area, and in such a manner as to promote harmonious labor relations and not interfere with any Work Project being performed by another Party or elsewhere for the Project. ~~The Parties also agree to comply with the guidelines set forth in Exhibit I attached hereto,~~ and in accordance with all applicable laws.

(e) Entitlements. The DDA and Master Developer agree to share equally (i.e., 50% each) any third-party costs reasonably necessary to entitle the Work Project such as, but not limited to, traffic studies, which costs relate to or benefit both the Municipal Improvements and the Developer Improvements.

(f) Permit Fees. Notwithstanding anything herein to the contrary, the DDA agree to waive or cause the applicable governmental authority to waive all impact fees and land disturbance fees that may be imposed or charged upon Master Developer or any part of the Project by the DDA in connection with this Agreement, the Master Development Agreement and/or Master Developer's initial development of the Developer Parcels; however, Master Developer shall pay the fees assessed by the applicable governmental authority which are necessary to obtain building permits in connection with the vertical construction and operation of any buildings located on the Developer Parcels, but in no event shall such building permit fees be greater than those charged to others for similar construction.

(g) Compliance with Laws for Governmental Entities. The DDA hereby represents and warrants that its involvement in the Project and being a party to this Agreement shall not trigger any additional requirements or required costs and expenses under any applicable laws, ordinances, rules and regulations which requirements would not apply to Master Developer but for the DDA's involvement in the Project and/or being a party to this Agreement (the "**Additional Governmental Requirements**"). To the extent any Additional Governmental Requirements are imposed upon Master Developer, then, notwithstanding anything in this Agreement to the contrary, the DDA shall be solely responsible for any and all additional costs and expenses associated therewith.

(h) Lien Waivers and Affidavits. Promptly upon receipt of written request from the other Party and following completion of any portion of the Work Project, each Party agrees to provide the other Party with as-built plans and specifications certified by the applicable architect, a certificate from the applicable architect that all work performed has been performed

substantially in compliance with the applicable plans and specifications therefor and all applicable laws, codes and ordinances, and final affidavits and lien waivers or releases from each contractor, subcontractor and materialman whose respective share of the costs for such portion of the Work Project is in excess of \$5,000.00.

(i) Designated Representative. The DDA and Master Developer acknowledge and agree that material architectural, design, cost and other decisions that are subject to the consent and approval of the DDA in this Agreement may require Official Action and that certain other architectural, design, cost and other decisions may not. As between the DDA and Master Developer, the DDA Designated Representative shall be solely responsible for determining if and when a decision requires Official Action, notwithstanding anything in this Agreement to the contrary. For any and all decisions requiring Official Action, those decisions shall be finally determined between the DDA's Designated Representative and the City. The DDA represents and warrants to Master Developer that the DDA Designated Representative is and shall be duly authorized by the DDA and the City to act by and on behalf of the DDA and the City, including, without limitation, granting consents and approvals by the DDA as required pursuant to this Agreement. Any authorizations, directions, responses, consents and approvals from the DDA Designated Representative shall be the authorizations, directions, responses, consents and approvals of the DDA and the City for all intents and purposes of this Agreement. The DDA acknowledges and agrees that Master Developer intends to and shall be authorized to rely on the DDA Designated Representative. To the fullest extent permitted by applicable law, the DDA shall indemnify, and hold harmless Master Developer and its lenders, Affiliates, officers, employees, representatives, consultants and agents from and against any and all Loss to the extent caused by, resulting from or arising out of Master Developer's reliance on the consents or approvals of the DDA Designated Representative. For purposes of this Agreement, "Official Action" is defined as adoption of a resolution of approval submitted to a regular or special call meeting of the governing authority of the City. The provisions of this Section 11(f) shall survive the expiration or sooner termination of this Agreement.

(j) Self-Help Rights. If for any reason either Party fails to properly perform and complete the design and construction of the Improvements to be constructed by such Party (the "**Non-Performing Party**") that impact or otherwise affect the timely commencement, permitting, construction or completion of such other Party's (the "**Other Party**") Improvements within the time period set forth in the Project Schedule (which time period shall be extended by any period of delays caused by the Other Party or Force Majeure), the Other Party may, after not less than 30 days prior written notice and opportunity to cure such failure to the Non-Performing Party and its lender(s), cause such construction to be performed and/or completed and, in such event, shall be entitled to reimbursement from the Non-Performing Party for all reasonable costs and expenses actually incurred by the Other Party within 30 days after delivery of an invoice for such costs and expenses, together with reasonable supporting documentation.

10. Insurance.

(a) Insurance Requirements. Throughout the Term of this Agreement, insurance with respect to the Project shall be carried and maintained in force in accordance with the provisions contained in **Exhibit J** attached hereto and incorporated herein by this reference, with the premiums and other costs and expenses for such required insurance to be borne as

provided in Exhibit J attached hereto. A copy of a certificate of insurance in force, issued by the insurer as provided in Exhibit J attached hereto, shall be delivered by the Party required to maintain such insurance to the other Party on or before the commencement of demolition or construction activities with respect to the Project, and with respect to renewal or replacement policies, not less than twenty (20) days prior to the expiration of the policy being renewed or replaced.

(b) Mutual Waivers. Each Party, on behalf of itself and its insurers, waives its rights of recovery against the other Party and its officers, directors and employees, for damages sustained by the other Party as a result of any damage to any property arising from any risk or peril generally covered or coverable by any insurance policy actually carried by or required to be carried by the such Party pursuant to the terms of this Agreement, regardless of cause, including negligence; and each Party agrees that no Party shall have any such right of recovery by way of subrogation or assignment. The DDA and Master Developer shall each notify their respective insurance carriers of the mutual waivers herein contained and shall cause their respective insurance policies required hereunder to be endorsed, if necessary, to prevent any invalidation of coverage as a result of the mutual waivers herein contained. Despite anything contained in this Section 10(b) to the contrary, the DDA and Master Developer will only be obligated to obtain such waivers of subrogation to the extent reasonably obtainable by the DDA and Master Developer, as appropriate.

11. Default; Remedies. If either Party fails to comply with or perform in any material respect any of the terms and provisions to be complied with or any of the obligations to be performed by such Party under this Agreement, and such failure continues uncured for a period of thirty (30) days after written notice to the defaulting Party specifying the nature of such default (or such longer period of time as may be reasonably necessary in the exercise of due diligence to effect a cure of any such default), then non-defaulting Party shall have the right, in addition to all other rights and remedies available to the non-defaulting Party at law or in equity, including, without limitation, the right to seek specific performance.

12. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, pdf. or other electronic means, and by the different Parties hereto in separate counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

(c) Entire Agreement. Except as set forth in Section 6(c) above, this Agreement contains the entire understanding among the Parties and supersedes any prior understanding and agreements between them respecting the within subject matter and there are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein, other than the Master Development Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between the terms and definitions of this

Agreement and the terms and definitions of the Master Development Agreement, the terms and definitions of this Agreement shall control.

(d) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any Person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(e) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

(f) No Partnership; Competition. Master Developer may engage or invest in any other activity or venture or possess any interest therein independently or with others. Neither Master Developer nor any Person employed by, related to or in any way affiliated with Master Developer shall have any duty or obligation to disclose or offer to, or obtain for the benefit of, the DDA any other activity or venture or interest therein. The DDA shall not have, nor shall any of the DDA's creditors or any other Person having an interest in the DDA have, (i) any claim, right or cause of action against Master Developer or against any Person employed by, related to or in any way affiliated with, Master Developer by reason of any direct or indirect investment or other participation, whether active or passive, in any such activity or interest therein, or (ii) any right to any such activity or interest therein or the income or profits derived therefrom.

(g) Notices. Any notice, consent, approval, or other communication which is provided for or required by this Agreement must be in writing and may be delivered (i) in person, (ii) by FedEx, UPS or other reputable overnight courier service, (iii) by registered or certified U.S. mail, with postage prepaid, return receipt requested, or (iv) by email, with a hard copy to follow via overnight courier within one (1) Business Day thereof. For purposes of notices, the addresses of the Parties shall be as follows, which addresses may be changed at any time by written notice given in accordance with this provision:

To DDA: Downtown Development Authority of Snellville
c/o City of Snellville
2342 Oak Road
Snellville, GA 30078
Attn: Eric Van Otteren
Email: evanotteren@snellville.org

To DDA Designated
Representative: c/o City of Snellville
2342 Oak Road
Snellville, GA 30078
Attn: Butch Sanders
Email: bsanders@snellville.org

With a copy to: Butler Snow LLP
1170 Peachtree Street NE, Suite 1900
Atlanta, Georgia 30309
Attn: Blake Sharpton
Email: Blake.Sharpton@butlersnow.com

To Master Developer: Mid Cast Snellville, LLC
c/o MidCity Real Estate Partners
5605 Glenridge Drive NE
Suite 605
Atlanta, Georgia 30342
Attn.: Kirk Demetrops
Email: kdemetrops@midcitypartners.com

c/o CASTO Southeast Realty Services
5391 Lakewood Ranch Blvd.
Suite 100
Sarasota, Florida 34240
Attn.: Brett Hutchens
Email: bhutchens@castoinfo.com

c/o CASTO Southeast Realty Services
215 E. Chatham St.
Suite 201
Cary, North Carolina 27511
Attn.: Shannon Dixon
Email: sdixon@castoinfo.com

With a copy to: Sheley, Hall & Williams, P.C.
303 Peachtree Street NE
Suite 4440
Atlanta, Georgia 30308
Attn.: David Ansari
Email: dansari@sheleyhall.com

All notices shall be deemed delivered upon receipt thereof by the DDA or Master Developer, as the case may be.

(h) Assignment. Except as expressly set forth in the recitals to this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, and any such assignment in the absence of such written consent shall for all purposes be deemed null and void.

(i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Whenever the terms “the DDA” and “Master Developer” are used herein, they shall be deemed to mean and include the DDA and Master Developer and their respective successors and permitted assigns in the same manner and to the same extent as if specified each time said terms appear herein.

(j) Estoppel Certificates. Each Party hereto shall, from time to time, upon not less than twenty (20) days’ notice from the other Party, execute and deliver to the other Party a certificate stating that this Agreement is unmodified and in full force and effect, or, if modified, that this Agreement is in full force and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying Party’s knowledge, the other Party is in default in any respect under this Agreement, and, if in default, specifying the nature and character of such default.

(k) Amendment. This Agreement may not be amended, altered or modified except by instrument in writing and signed by the Parties hereto.

(l) Construction. The Parties agree that they have both participated equally in the negotiation and preparation of this Agreement and no court construing this Agreement or the rights of the Parties hereunder shall be prejudiced toward either Party by reason of the rule of construction that a document is to be construed more strictly against the Party or Parties who prepared the same.

(m) Attorneys’ Fees. If either Party commences any suit or action against the other Party, the prevailing Party shall be reimbursed by the losing Party for the prevailing Party’s court costs and attorneys’ fees.

(n) No Waiver. No waiver by either Party of any default of any other Party or of any event, circumstance or condition permitting a Party to terminate this Agreement shall constitute a waiver of any other default of the other Party or of any other event, circumstance or condition, permitting such termination, whether of the same or of any other nature or type and whether preceding, concurrent or succeeding; and no failure on the part of either Party to exercise any right it may have by the terms hereof or by law upon the default of the other Party and no delay in the exercise of such right shall prevent the exercise thereof by the non-defaulting Party at any time when the other Party may continue to be so in default, and no such failure or delay and no waiver of default shall operate as a waiver of any other default, or as a modification in any respect of the provisions of this Agreement. The subsequent acceptance of any payment or performance pursuant to this Agreement shall not constitute a waiver of any preceding default by a defaulting Party or of any preceding event, circumstance or condition permitting termination hereunder, other than default in the payment of the particular payment or the performance of the particular matter so accepted, regardless of the non-defaulting Party’s knowledge of the preceding default or the preceding event, circumstance or condition, at the time of accepting such payment or performance, nor shall the non-defaulting Party’s acceptance of such payment or performance after termination constitute a reinstatement, extension or renewal of this Agreement or revocation of any notice or other act by the non-defaulting Party.

(o) Force Majeure. The duties of the Parties hereto to observe or perform any of the provisions of this Agreement on its part to be performed or observed (except any Party’s

respective duties, obligations or undertakings to pay any sums of money and except for the inability or failure to obtain funds or financing) shall be excused for a period equal to the period of prevention, delay or stoppage due to causes beyond the control of such Party by reason of Force Majeure. Each Party shall take steps that are reasonable under the circumstances to mitigate the effects of such Force Majeure situation and the Party claiming Force Majeure shall give the other Party written notice of the commencement of any period of prevention, delay or stoppage due to Force Majeure within ten (10) days after the commencement of any such period of delay. The Party claiming Force Majeure shall also provide to the other Party with written notice of the end of such period of prevention, delay or stoppage within ten (10) days after the termination of such period.

(p) Consents/Approvals. In all circumstances under this Agreement where the prior consent, approval or permission of a Party is required, such Party may not unreasonably withhold, condition or delay such consent, approval or permission, unless the provision specifically states otherwise.

(q) Time of the Essence. Time is of the essence with respect to this Agreement.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the DDA and Master Developer have caused this Agreement to be executed as of the Effective Date.

DDA:

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF SNELLVILLE**

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

MASTER DEVELOPER:

MID CAST SNELLVILLE, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A
SNELLVILLE TOWN CENTER PARCELS

(See Attached)

DRAFT

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EXHIBIT B
OTHER WORK PLANS

(See Attached)

DRAFT

EXHIBIT C
OTHER WORK BUDGET

(See Attached)

DRAFT

EXHIBIT D
PROJECT SCHEDULE

(See Attached)

DRAFT

EXHIBIT E
SITE WORK PLANS

DRAFT

EXHIBIT F
SITE WORK BUDGET

DRAFT

EXHIBIT G
DDA STORMWATER WORK PLANS

DRAFT

EXHIBIT H
PUBLIC INFRASTRUCTURE WORK, MUNICIPAL IMPROVEMENTS AND
PARKING DECK WORK

(See Attached)

I. PUBLIC INFRASTRUCTURE WORK

- Improvements (repaving, restriping, crosswalks) to existing public roadways adjacent to Snellville Town Center (“STC”).
- Streetscape improvements (on-street parking, sidewalks, trees/landscaping, benches, signage, trash cans, etc. on existing public roads (Wisteria, Clower, Oak and North), and any adjustment to ROW, if necessary.
- Utilities to the STC boundary – The DDA will assure all utilities are available at the property line (Phase I and Parcel 11 and 12 of Phase II) of the final Towne Center Master Plan including new S.S. to serve north side of Wisteria. Date-certain letter will be sought from GWR. After completion of work subject to Total Site Work Cost, all Master Developer connections will be their responsibility and the DDA will be responsible for theirs.
- Wisteria Road/Scenic Hwy. Signalization – The DDA and the City will secure from Gwinnett County DOT and Ga DOT to locate a light at the intersection of Wisteria Drive and Scenic Highway (SR 124) to allow for both R/L turns.
- Needed improvements on North Road to make the traffic two-way per new Traffic Study recommendation(s).
- Traffic improvements at north end of Clower Street. (may take various forms: Traffic Calming/Trail/Pedestrian Crossing)
- The DDA will be responsible for stormwater management on both Phase I and Phase II Properties.
- The DDA will make all Greenway (including 30’ ROW along northern property line of Phase II Property) connections and cover cost of multi-use trail plans and construction.
- FF&E (benches, trash cans, etc.) on the Parcel 3(Street A/Library Plaza) and Parcel 5(Grove; Promenade).
- Added features to the Municipal Parcels such as stage/bandstand, public restrooms, gazebo-type covered area and/or water features.

II. MUNICIPAL IMPROVEMENTS

1. [Describe or attach cover page of preliminary Parking Deck plans];
2. [Describe or attach cover page of preliminary Library/Community plans];

*Exhibit B to
Joint Development Agreement*

3. [\[Describe or attach cover page of preliminary Market plans\]](#)
4. [\[Describe or attach cover page of plans for improvements to Parel 3\(Street A/Library Plaza\), \(v\) Parcel 5\(Grove/Promenade and \(vi\) Parel 7 \(Street B, Street C and Street C Pedestrian\)\]](#)

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EXHIBIT I

DEVELOPMENT GUIDELINES

(See Attached)

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~~EXHIBIT J~~
INSURANCE REQUIREMENTS

[TO BE REVIEWED AND APPROVED BY ALL PARTIES]

1. DDA's Insurance Requirements. The DDA shall carry or cause to be carried and maintain in force during the performance of the Work Project, insurance described in paragraphs 1(a) and (b) below, which insurance may be carried under blanket policies. The cost of such policies shall be at the sole cost and expense of the DDA.

(a) Builder's Risk. An "All Risk" builder's risk policy including coverage for collapse, flood, earthquake and installation risks written on a completed value basis in an amount not less than total replacement value of the Project under construction (less the value of such portions of the Project as are uninsurable under the policy, i.e., site preparation, abrading, paving, parking lots, etc., excepting, however, foundations and other undersurface installations subject to collapse or damage by other insured perils). Such policy will also include coverage for soft costs including interest expense and loss of rents. Deductible per loss shall be determined by the DDA.

(b) Worker's Compensation. Worker's compensation insurance covering the DDA's employees with such limits as are required under the law where the Project is located.

(c) Automobile liability insurance when the services required to be performed require the use of an automobile.

(d) Commercial General Liability. This policy (or policies) shall be written at a total limit of no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate and will include the following extension of coverage:

- (i) Broad Form CGL endorsement;
- (ii) X, C and U coverage; and
- (iii) Blanket Contractual with exclusions pertaining to completed operations, explosion, collapse and underground hazards deleted.

Master Developer (and any of its Affiliates as designated in writing to the DDA) shall be named as additional insured under this policy (or policies).

2. Master Developer's Requirements. During the Term of this Agreement, Master Developer agrees to carry and maintain in force at Master Developer's sole cost and expense, (i) worker's compensation insurance covering Master Developer's employees with such limits as are required under the law where the Project is located, (ii) commercial general liability insurance with minimum limits of liability of \$1,000,000 per occurrence, and \$2,000,000 aggregate, and (iii) automobile liability insurance when the services required to be performed require the use of an automobile. Master Developer's insurance shall be primary to the insurance of the DDA with respect to the activities of Master Developer under this Agreement. The DDA shall be named as an additional insured under the policies of insurance (except for worker's compensation insurance).

*Exhibit B to
Joint Development Agreement*

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Document comparison by Workshare 9.5 on Sunday, January 31, 2021 4:46:02 PM

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Document 1 ID	file:///S:/Client/MidCity Real Estate Partners/Snellville Towne Center/Joint Development Agreement/Snellville - Joint Development Agreement - D2 BS_01.20.21_57144472_2.DOCX
Description	Snellville - Joint Development Agreement - D2 BS_01.20.21_57144472_2
Document 2 ID	file:///S:/Client/MidCity Real Estate Partners/Snellville Towne Center/Joint Development Agreement/Snellville - Joint Development Agreement - D3 MC_01.31.21(internal).DOCX
Description	Snellville - Joint Development Agreement - D3 MC_01.31.21(internal)
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Legend:	
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Moved to	1
Style change	0
Format changed	0
Total changes	105

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**MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

FOR

THE GROVE AT TOWNE CENTER

(SNELLVILLE, GEORGIA)

Upon recording, please return to:

Sheley, Hall, & Williams, P.C.
303 Peachtree Street NE
Suite 4440
Atlanta, Georgia 30308
Attn: David Ansari, Esq.

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TO BE REVISED AT COMPLETION

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**MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE GROVE AT TOWNE CENTER**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this “**Master Declaration**”) is made as of _____, 2021, by **MID CAST SNELLVILLE, LLC**, a Florida limited liability company (“**Master Declarant**”).

W I T N E S S E T H:

WHEREAS, Master Declarant is the owner of those certain parcels of real property located and being in Land Lots 26 and 39, 5th District, City of Snellville, Gwinnett County, Georgia and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the “**Property**”);

WHEREAS, Master Declarant is the owner of that certain parcel of real property located and being in Land Lots 26 and 39, 5th District, City of Snellville, Gwinnett County, Georgia and more particularly described as Parcel 4a(Library/Community) on Exhibit A attached hereto and by this reference incorporated herein (“**Parcel 4a(Library/Community)**”);

WHEREAS, Master Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners and to establish a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property, and for the installation, maintenance, operation, repair and replacement of Improvements which may be located on the Property from time to time and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements and liens hereinafter set forth;

WHEREAS, Master Declarant desires to impose upon and subject Parcel 4a(Library/Community) to this Master Declaration solely for the purpose of reserving, granting, establishing and conveying the easements benefitting and burdening Parcel 4a(Library/Community) set forth in Article 12 and Article 13 of this Master Declaration and for no other purposes(for the avoidance of doubt, Parcel 4a(Library/Community) shall not be considered to be part of the “Property” and the owner thereof shall not be considered to be an Owner, Building Parcel Owner or owner of a Building Unit for any purposes of this Master Declaration, except as otherwise expressly provided in Article 12 and Article 13); and

NOW, THEREFORE, Master Declarant hereby declares that all of the Property shall be owned, held, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements and liens contained in this Master Declaration, which shall run with the title to the Property. This Master Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This document does not and is not intended to create a condominium within the meaning of the O.C.G.A. §44-3-70, et seq. nor a property owners’ development within the meaning of the O.C.G.A. §44-3-220, et seq.

ARTICLE 1: DEFINITIONS

The terms used in this Master Declaration and the exhibits hereto generally shall be given their natural, commonly accepted definitions except as otherwise specified. Initially capitalized terms used herein shall be defined as follows:

1.1 “**ADA**” shall mean the Americans with Disabilities Act of 1990, as amended.

1.2 “**Building Condominium**” shall mean any portion of the Property established as a Condominium consisting of Building Units.

1.3 “**Building Condominium Association**” shall mean a Condominium Association created for the purpose of exercising the powers of the association of a Building Condominium.

1.4 “**Building Parcel**” shall mean a portion of the Property, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use and occupancy within The Grove at Towne Center, subject to compliance with the Governing Documents and which is not subjected to the jurisdiction of a Condominium. The term “Building Parcel” shall refer to the land, if any, which is part of the Building Parcel as well as any Improvements thereon. Each separately conveyed Building Parcel shall be deemed to be a separate Building Parcel, regardless of the number of uses or businesses operated on such Building Parcel, unless otherwise specified by any applicable Supplemental Declaration.

1.5 “**Building Parcel Owner**” shall mean any Owner of a Building Parcel.

1.6 “**Building Unit**” shall mean a Condominium unit which is a portion of a Building Condominium, together with an interest in the common elements of the Building Condominium. For the avoidance of doubt, and subject to and in accordance with Article 6 hereof, a Building Unit may be used for any lawful purposes including, without limitation, retail, office, multi-family housing or parking.

1.7 “**Building Unit Owner**” shall mean any Owner of a Building Unit.

1.8 “**Commercial Parcels**” shall mean any one or more of the following Parcels:

- Parcels 2a and b(Multifamily)
- Parcel 6a(Commercial 1)
- Parcel 6b(Commercial 2)
- Parcel 8(Commercial 3)
- Parcel 9(Commercial 4)

1.9 “**Commercial Parcel Owner**” shall mean, individually, an Owner of a Commercial Parcel and collectively, the Owners of the Commercial Parcels.

1.10 “**Condominium**” shall mean any portion of the Property established as a Condominium in accordance with the Georgia Condominium Act, O.C.G.A. §44-3-70, *et seq.*, as amended from time to time. The term “Condominium” includes, without limitation, any Condominium created for residential, commercial or other purposes within any portion of the Property.

1.11 “**Condominium Association**” shall mean a nonprofit corporation incorporated under the laws of the State of Georgia for the purpose of exercising the powers of the association of any

Condominium established pursuant to the Georgia Condominium Act, O.C.G.A. §44-3-70, *et seq.*, as amended from time to time.

1.12 “**Construction Period**” shall mean the period of time during which a Building Parcel or Building Unit is under construction, which period shall expire upon the issuance of a temporary or permanent certificate of occupancy for such Building Parcel or Building Unit.

1.13 “**Covered Party**” shall have the meaning ascribed to it in Section 4.2 of this Master Declaration.

1.14 “**Crane Swing Easement Area**” shall mean one (1) or more easement areas where a construction crane serving a portion of the Property encroaches upon another portion of the Property, as more particularly described in Section 9.3 of this Master Declaration.

1.15 “**Defaulting Owner**” shall have the meaning set forth in Section 14.2 of this Master Declaration.

1.16 “**Development Period**” shall mean the period of time commencing on the date hereof and ending on the date as of which neither Master Declarant nor any Master Declarant Affiliate owns any property which is subject to this Master Declaration. Master Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Master Declaration and terminate the Development Period by recording a written instrument in the Official Records.

1.17 “**Development Regulations**” shall mean the Development Regulations of The City of Snellville, Georgia, as amended and supplemented from time to time.

1.18 “**Emergency**” shall mean and refer to a situation or condition that poses, or if continued to exist, is reasonably likely to pose, an immediate and substantial risk to the life, health, safety or property of any Owner and/or its Occupants.

1.19 “**FHAA**” shall mean the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.*

1.20 “**Governing Documents**” shall mean this Master Declaration, all Supplemental Declarations, all recorded plats affecting the Property, the Zoning Ordinance, the rules and regulations promulgated hereunder, or any of the foregoing, as each may be supplemented and amended from time to time.

1.21 “**Grove**” shall mean that certain green space located on Parcel 5(Grove/Promenade), as more particularly shown on the Master Plan.

1.22 “**HUD**” shall mean the U.S. Department of Housing and Urban Development.

1.23 “**Improvement**” shall mean any structure or improvement, including, but not limited to, buildings, condominium units, parking facilities, and all other permanent structures intended for occupancy constituting a Building Parcel or Building Unit.

1.24 “**Master Declarant**” shall mean Mid Cast Snellville, LLC, a Florida limited liability company, or subject to the terms of Section 15.1 hereof, any successor, successor-in-title, or assignee who holds or takes title to any portion of the Property and who is designated as Master Declarant in a recorded instrument executed by the immediately preceding Master Declarant; provided however, there shall be

only one (1) Person entitled to exercise the rights and powers of the “Master Declarant” hereunder at any one time.

1.25 “**Master Declarant Affiliate**” shall mean any Person or entity which is a parent, subsidiary or affiliate of Master Declarant, and/or in which Master Declarant or any parent, subsidiary or affiliate of Master Declarant holds an interest.

1.26 “**Master Plan**” shall mean the land use plan or development plan for The Grove at Towne Center attached hereto as Exhibit B, as such plan may be amended from time to time.

1.27 “**Mortgage**” shall mean a mortgage, deed of trust, deed to secure debt or any other form of security instrument affecting title to any Parcel.

1.28 “**Mortgagee**” shall mean a beneficiary or holder of a Mortgage.

1.29 “**Municipal Parcel**” shall mean a Building Parcel or Building Unit owned, leased or otherwise controlled by a governmental or quasigovernmental organization including, without limitation, the Downtown Development Authority Of The City Of Snellville, Georgia, an authority created and existing under the Georgia Downtown Development Authorities Law (O.C.G.A. §36-42-1, et al), the City of Snellville, Georgia and Gwinnett County, Georgia and their respective departments, boards and commissions. As of the date hereof, the following Parcels shall be Municipal Parcels: Parcel 1(Parking Deck), Parcel 3(Street A/Library Plaza), Parcel 4b(Market), Parcel 5(Grove/Promenade), Parcel 7(Street B, Street C and Street C Pedestrian).

1.30 “**Non-Defaulting Owner**” shall have the meaning set forth in Section 14.2 of this Master Declaration.

1.31 “**Occupant**” shall mean any Person who either lawfully or unlawfully occupies or comes upon a Building Parcel or Building Unit, including, without limitation, the employees, agents, tenants, contractors, invitees, residents, guests, clients, customers or licensees of an Owner. Solely for the purpose of the enforcement of this Master Declaration by the Master Declarant and Owners as expressly provided herein only among the Owners (Master Declarant not intending to create any third party beneficiaries hereby), all actions or omissions of any Occupant shall be deemed the actions or omissions of the Owner of the Building Parcel or Building Unit.

1.32 “**Owner**” shall mean one (1) or more Persons who hold record title to (i) a Building Parcel (including Master Declarant) or (ii) a Building Unit, including, without limitation, in all cases, Municipal Parcels but excluding in all cases, any party holding an interest merely as security for the performance of an obligation. If a Building Parcel or Building Unit is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner. If any portion of the Property which is subjected to the jurisdiction of a Condominium, the Condominium Association shall be treated as the Owner of the Building Units comprising such Condominium and such Condominium Association shall act on behalf of the members of said Condominium Association for purposes of this Master Declaration. Notwithstanding the foregoing, each member of a Condominium Association shall be deemed an Owner for purposes of the enforcement of the easements and restrictions set forth herein. For the avoidance of doubt, for purposes of casting a vote as may be provided in this Maser Declaration, only the Owner of a Parcel listed in Section 1.33 below shall be entitled to vote and, each such Parcel shall be entitled to only one (1) vote, regardless of the number of Owners of or Building Units comprising any particular Parcel.

1.33 “**Parcel(s)**” shall mean, singularly, any Building Parcel, Building Condominium or Building Unit and, collectively, all of the foregoing. For the avoidance of doubt, each Parcel is so labeled on Exhibit B and, as of the date hereof, the Parcels are as follows:

- Parcel 1(Parking Deck)
- Parcels 2a, and 2b which shall, collectively, constitute one (1) Parcel in the aggregate (Multifamily)
- Parcel 3(Street A/Library Plaza)
- Parcel 4b(Market)
- Parcel 5(Grove/Promenade)
- Parcel 6a(Commercial 1)
- Parcel 6b(Commercial 2)
- Parcel 7(Street B, Street C and Street C Pedestrian)
- Parcel 8(Commercial 3)
- Parcel 9(Commercial 4)

1.34 “**Parcel 4a (Library/Community)**” shall have the meaning given such term in the recitals of this Master Declaration and the owner thereof shall be referred to herein as the “**Library Parcel Owner**”.

1.35 “**Parking Deck**” shall mean that certain five (5) level parking deck to be located on Parcel 1(Parking Deck).

1.36 “**Parking Plan**” shall mean the parking plan for The Grove at Towne Center attached hereto as Exhibit C, as such plan may be amended from time to time.

1.37 “**Person**” shall mean a natural person, corporation, partnership, limited liability company, fiduciary acting on behalf of another person, or any other legal entity.

1.38 “**Prime Rate**” shall mean the rate of interest published from time to time as the “Prime Rate” in the Wall Street Journal under the heading “Money Rates”; provided, however, (i) if more than one such rate is published therein, the prime rate shall be highest such date, and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index selected by Master Declarant of short term loan interest rates charged by United States banks to corporate borrowers.

1.39 “**Private Streets**” shall mean the private roads, streets, curb cuts, driveways, plazas, sidewalks, landscape areas and paths and roads which may exist, from time to time, within the Property. The initial Private Streets are depicted on the Master Plan as Parcel 3(Street A/Library Plaza) and Parcel 7(Street B, Street C and Street C Pedestrian).

1.40 “**Private Streets Maintenance Expenses**” shall have the meaning given such term in Section 3.7(a) of this Master Declaration.

1.41 “**Private Streets Maintenance Expenses Budget**” shall have the meaning given such term in Section 3.7(b) of this Master Declaration.

1.42 “**Project Signage**” shall have the meaning given such term in Section 9.5 of this Master Declaration.

1.43 “**Project-Wide Standard**” shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Property and which shall generally conform to standards of development, operation, management, and maintenance, including architectural, landscaping, design, and construction, consistent with other comparable Class A mixed use projects in the metropolitan Atlanta, Georgia area. In the event of any conflict or inconsistency between the Project-Wide Standard and any standard established by a Condominium Association, the more restrictive standard shall apply to those portions of the Property subject to the jurisdiction of the Condominium Association.

1.44 “**Property**” shall mean all of the real property described on Exhibit A.

1.45 “**Public Records**” shall mean the Official Records of the Clerk of the Superior Court of Gwinnett County, Georgia or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate in Gwinnett County, Georgia.

1.46 “**Public Restroom Easement Area**” shall mean that certain easement area located on Parcels 2a and 2b (Multifamily) and more particularly shown on Exhibit D attached hereto.

1.47 “**Released Owner**” shall have the meaning set forth in Section 4.1(d) of this Master Declaration.

1.48 “**Releasing Owner**” shall have the meaning set forth in Section 4.1(d) of this Master Declaration.

1.49 “**SCRA**”: The Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043).

1.50 “**Signage**” shall mean and refer to any structure, device or other marketing media, temporary or permanent, portable or stationary, which is erected or used for advertising or communications purposes, by or upon which any numbers, lettering, printing, graphics, symbols, or other communication is placed or created, including, without limitation, banners, streamers, flags, advertising or marketing media, billboards, political placards, window coverings, exterior wall coverings, or any other similar form of expression.

1.51 “**Substantial Completion**” and “**Substantially Complete**” shall mean substantial completion of the Improvements of a Building Parcel or Building Unit as evidenced by the issuance by the appropriate jurisdictional authority of a temporary or final certificate of occupancy for such Improvements.

1.52 “**Supplemental Declaration**” shall mean an instrument filed by the Master Declarant in the Public Records which annexes property to the encumbrance of this Master Declaration, designates Parcels and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. Any Supplemental Declaration which has a material adverse effect with respect to any Parcel shall not be effective against such Parcel unless consented to in writing by the Owner thereof (which consent shall not be unreasonably withheld, conditioned or delayed). The term shall also refer to any declaration of covenants, conditions and restrictions and any declaration of condominium encumbering any portion of the Property. In addition to the foregoing, the term shall also include any Supplemental Declaration recorded to reference an amendment to the Master Plan.

1.53 “**The Grove at Towne Center**” shall mean that certain high-quality, mixed-use residential and commercial development located in the City of Snellville, Gwinnett County, Georgia and commonly known as The Grove at Towne Center.

1.54 “**Utilities Systems**” shall mean utilities, mechanical equipment and services which are or may become customary in serving improvements of the type now or hereafter contemplated for any of the Parcels, including, but not limited to, water, electricity, storm and sanitary sewerage, drainage, detention water, gas, telephone, television and other utilities and services by means of pipes, wires, ducts, cables, conduits, equipment and other apparatus.

1.55 “**VA**” shall mean the U.S. Department of Veterans’ Affairs.

1.56 “**Zoning Ordinance**” shall mean the Snellville Zoning Ordinance effective as of October 26, 2020 and any other zoning ordinance and zoning conditions now or hereafter applicable to the Property, or any portion thereof, as the same may be amended or supplemented from time to time; as affected by Development or Regional Impact (DRI) approval (DRI #3033) issued on January 6, 2020; and the following zoning approvals: Ordinance 2020-3, Case #RZ 1906 and Ordinance 202004, Case# SUP 1903 from the City of Snellville, Georgia on January 27, 2020.

ARTICLE 2: PURPOSE

2.1 **Purpose.** The purpose of this Declaration is to ensure the appropriate use, maintenance, development and improvement of all property that comprises and constitutes the Property so as to: (a) provide an integrated and harmonious development that will promote the general welfare of the Owners and Occupants thereof and will protect the present and future value of the Property; (b) ensure the orderly and attractive development and use of the Property; (c) provide for the effective and orderly operation, maintenance, repair and/or replacement of the Property; and (d) preserve the architectural integrity, aesthetic appearance, and economic value of the Property and the Improvements constructed thereon from time to time.

2.2 **Property Subjected to this Master Declaration.** Master Declarant, for itself and its successors and assigns, does hereby submit the Property to this Declaration. The Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration, including, but not limited to, the lien provisions set forth herein. Notwithstanding anything to the contrary stated in this Declaration, no provision of any of in the Governing Instruments may interfere with Master Declarant’s ability to develop, market, sell, and convey the Building Parcels (or any portion thereof) or any Improvements made thereon.

2.3 **Run With the Land.** All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Master Declaration as applicable to the Building Parcels shall be a permanent charge thereon, and shall run with the Building Parcels. To that end, this Master Declaration shall be deemed incorporated into all deeds and conveyances hereinafter made by Master Declarant and/or any other Owner of any of the Building Parcels. Every Person, including a Mortgagee, acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Master Declaration, and in accepting such interest or estate in, or a security interest with respect to, any portion of any of the Building Parcels, such Person shall be deemed to have consented to this Master Declaration and all of the terms, provisions, and conditions hereof.

2.4 **Future Development.** By acceptance of a deed for its Building Parcel or Building Unit, each Owner acknowledges, understands and covenants to inform all Occupants of its Building Parcel that the Property and areas adjacent to the Property are subject to further development and expansion, and as such, there may be certain inconveniences during any period of construction, and all Owners and

Occupants waive all claims with respect to such inconveniences. The Owners further agree that if an Owner or any of an Owner's employees, agents, tenants, independent contractors, invitees, residents, guests, clients, customers or licensees enter onto any area of construction, they do so at their own risk, and neither Master Declarant, any Master Declarant Affiliate, the Owner of the Building Parcel or Building Unit on which such area of construction is located, nor their respective contractors, agents or employees shall be liable for any damage, loss or injury to such Persons.

2.5 Rezoning, Zoning Compliance and Changes in Zoning.

(a) Notwithstanding anything to the contrary stated in this Master Declaration, each Owner shall comply with the Zoning Ordinance, the Development Regulations and all zoning conditions applicable to such Owner's Parcel. An Owner may apply for or make any changes to the zoning conditions applicable to such Owner's Parcel as of the date hereof provided that such application does not constitute a Material Zoning Change (as defined herein). Notwithstanding the foregoing, no Owner shall (i) seek to alter, modify or limit the maximum density allowed for such Owner's Parcel or any another Parcel within The Grove at Towne Center, the building setback requirements applicable to such Owner's Parcel or any another Parcel within The Grove at Towne Center or the permitted land uses of such Owner's Parcel or any another Parcel within The Grove at Towne Center, (ii) seek a special use permit or (iii) make any alterations or allow any use of its respective Parcel or take or fail to take any action that would violate the provisions of the Zoning Ordinance (hereinafter collectively referred to as a "**Material Zoning Change**"). In the event any Owner desires to seek a Material Zoning Change (such Owner being hereinafter referred to as the "**Applicant Owner**"), such Applicant Owner must receive the prior written consent of the Master Declarant during the Development Period or, after the expiration of the Development Period, the prior written consent of at least seventy-five percent (75%) of the Owners, and, in any event, the consent of all Owner(s) affected by such Material Zoning Change (such Owner(s) being hereinafter collectively referred to as the "**Affected Owner(s)**"). Such consent by Master Declarant or Owners, as the case may be, and the Affected Owner(s) shall be deemed proper authorization for the Applicant Owner to act on behalf of and as the limited lawful agent of the Affected Owner(s)), whereupon Master Declarant and the Affected Owner(s) shall do all things as may be reasonably requested to obtain approval of the Material Zoning Change, at no cost or expense to Master Declarant or the Affected Owner(s). The aforementioned authorization to act as the limited lawful agent shall be limited to the purposes expressly contemplated herein and any attempt to use the authorization in violation of this Master Declaration shall be deemed null and void.

(b) In order to ensure that the building density of the Improvements to be located on the Building Parcels does not exceed the maximum density requirements permitted by the Zoning Ordinance, the maximum square feet of area and multi-family residential units (as set forth in the Zoning Ordinance) attributable to such Buildings and Improvements shall be subject to Master Declarant's approval during the Development Period and to the approval of seventy-five percent of the Owners after the expiration of the Development Period. Notwithstanding the foregoing to the contrary, the maximum square feet of area of the Improvements to be constructed on the Municipal Parcels pursuant to the plans and rendering attached as Exhibit E hereto is limited to 45,000 square feet of area for Parcel 4a(Library/Community), and 35,000 square feet of area for Parcel 4(b)(Market). By executing this Master Declaration or accepting a deed to its Parcel, each Owner hereby acknowledges and agrees that, during the Development Period, the Master Declaration may allocate any remaining unallocated square feet of area and multi-family residential units among the Building Parcels and another property subject to the Zoning Ordinance in its sole discretion and that any such allocated density remaining unused for any Building Parcel after the issuance of a certificate of completion applicable to such Building Parcel may be allocated by the Master Declarant in its sole discretion. From and after the Development Period any such allocation of square feet of area or multi-family residential units shall be subject to the approval of seventy-five percent (75%) of the Owners.

ARTICLE 3: MAINTENANCE

3.1 Owner's Responsibility. Each Owner shall maintain its Building Parcel or Building Unit, and all structures, parking areas, sprinkler and irrigation systems, landscaping and other flora, any and all stormwater infrastructure, piping, drainage and similar facilities, Utilities Systems and other Improvements on the Building Parcel or within the Building Unit in a manner consistent with the Project-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assigned to and assumed by a Condominium Association. The foregoing obligation by each Owner to operate, maintain, repair and, when necessary, replace, shall include, without limitation: (i) keeping all portions of the Building Parcel in a clean, uncluttered orderly and sanitary condition; (ii) removing, to the extent practicable, snow, ice and surface waters, but recognizing that during ice and/or snow storms some amount of ice and/or snow may remain on the Building Parcel and the same may continue to be a hazard; (iii) keeping all Signage (including, but not limited to, marking and directional signs, if any) on the Building Parcel clear, distinct and legible; (iv) performing on a regular basis cleanings of the exterior glass surfaces of the Buildings and other Improvements located on the Building Parcel; and (v) performing on a regular basis cleanings of any grease traps that serve the Building Parcel, as applicable. Except as otherwise expressly provided in Section 3.7 below relative to the Private Streets, all of the costs and expenses associated with such maintenance, operational, repair, and replacement activities and actions shall be borne solely by the Owner responsible for undertaking the same. In addition, no Owner shall engage in, perform, omit to perform, or permit any act, which would undermine and/or adversely affect the structural integrity, support, and/or safety of all or any portion of any Improvements on any of the Building Parcels.

3.2 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, the Owners' responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Project-Wide Standard and all Governing Documents. All materials in the repair and/or replacement of any Improvements shall be at least equal to the quality of the materials originally used and shall maintain the architectural and aesthetic harmony of The Grove at Towne Center as a whole. In performing maintenance responsibilities hereunder, neither Master Declarant, any Master Declarant Affiliate, nor any Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which such Person does not own except to the extent that such party has been grossly negligent in the performance of its maintenance responsibilities.

3.3 Failure to Maintain. If any Owner or those claiming by, through or under it, abuses, misuses or fails to operate, maintain, repair or replace in the manner provided in this Master Declaration any item for which it is responsible hereunder or otherwise creates a situation in any portion of the Property with respect to which non-exclusive easements and licenses have been granted by this Master Declaration such that said areas require maintenance, repair or replacement in excess of what would be required by normal use of said areas for their intended purposes, the Owner causing the excess use shall be responsible for the excess costs of operating, maintaining, repairing and replacing said areas. Each Owner shall maintain and promptly upon request, from time to time, make available to any other Owner complete maintenance records for its Building Parcel with respect to which easement rights exist under this Master Declaration. As to any items (such as exterior painting) that require coordination or cooperation as to timing, materials, payment or the like, the parties shall be reasonable in so cooperating and coordinating.

3.4 Utilities. Any Utilities Systems servicing solely a single Building Parcel, regardless of where located, shall be constructed, rebuilt, repaired, replaced and maintained by the Owner of such Building Parcel, and the costs of such construction, rebuilding, repair, replacement and maintenance shall

not be deemed an expense to be shared among the Building Parcels. Utilities supplied to the Improvements on the Building Parcels shall be separately metered and paid directly by the applicable Owners to the respective utility provider(s).

3.5 Trash. All garbage, trash, rubbish or other refuse arising from the use of a particular Building Parcel shall be disposed of in sealed bags and either removed from the Property or placed in appropriate trash dumpsters, trash compactors, or other trash facilities designed for collection by a trash service provider. Such trash dumpsters, trash compactors, or other trash facilities shall be emptied as often as necessary so as to prevent such containers from overflowing and as often as necessary to keep any of the Building Parcels in a neat, clean and sanitary condition. Each Owner shall execute a trash removal/recycling service agreement with a trash service provider, and each Owner shall be solely responsible for all of the costs and expenses associated with the disposal of such garbage, trash, rubbish or other refuse arising from the use of such Owner's Building Parcel.

3.6 Alterations. Once any Improvements have been constructed on any of the Building Parcels, any subsequent exterior alteration, modification, expansion or other change (including any repair or restoration necessitated by condemnation of casualty) shall be subject to Article 6 and any construction procedures and regulations adopted by Maser Declarant from time to time.

3.7 Private Streets Shared Maintenance Expense.

(a) The Private Streets Owners and the Commercial Parcel Owners shall share the costs and expenses of maintenance and repair of the Private Streets as more particularly described in this Section 3.7. For purposes hereof, "***Private Streets Maintenance Expenses***" shall mean all usual and customary expenses duly incurred by or charged to the Private Streets Owners for the following routine maintenance costs and expenses: (i) street sweeping; (ii) re-striping; (iii) pot hole repair; (iv) Project Signage repair and replacement, (v) trash removal; (vi) utility lighting services; (vii) snow removal; (viii) usual and customary capital repairs related to repaving the streets, replacing the sidewalks and repairing or replacing drainage facilities serving the Private Streets; and (ix) reasonable management fees paid to a third party manager. For the avoidance of doubt, Private Streets Maintenance Expenses shall not include (s) any Signage, kiosk or other similar improvements installed by the Private Streets Owners other than Project Signage, (t) insurance costs, (u) ad valorem taxes (or any other similar taxes or taxes in substitution thereof), (v) any alterations or improvements or the repairs or replacements of such alterations and improvements, (w) any capital repairs other than those specifically described in subsection (viii) herein, (x) any additional or increased costs or expenses, such as, by way of example and not limitation, additional janitorial and security costs related to special events held in Snellville Towne Center, (y) any dues, fees, charges, costs, expenses or assessments incurred by the Private Streets Parcel Owners related to any other declaration, easement or other such agreements, or (z) any maintenance costs or expense related to the act or negligent of the Private Streets Owners or any other Owners, which shall be the sole obligation of such Owners.

(b) Private Streets Maintenance Expenses Budget. On or before April 1 of each fiscal year, the Private Streets Owners shall prepare and deliver to the Commercial Parcel Owners an annual budget for the Private Streets Maintenance Expenses for the succeeding fiscal year (which may include a commercially reasonable reserve) including the Commercial Parcel Owners' and the Private Streets Owners' respective share of the Private Streets Maintenance Expenses (the "***Private Streets Maintenance Expenses Budget***"). Such Private Streets Maintenance Expenses Budget and each such Owner's respective share of the Private Streets Maintenance Expenses shall become effective unless the Private Streets Owner receives a written objection from any of the Commercial Parcel Owners within 30 days after receipt of the proposed Private Streets Maintenance Expenses Budget. In the event of any objection, the Private Streets Owner shall revise the proposed Private Streets Maintenance Expenses Budget and resubmit the same to the Commercial Parcel Owners. The Private Streets Owner and the Commercial Parcel Owners shall

cooperate in good faith to agree on a Private Streets Maintenance Expenses Budget. If the proposed Private Streets Maintenance Expenses Budget is disapproved or the Private Streets Owner fails for any reason to determine the Private Streets Maintenance Expenses Budget for any fiscal year, then until such time as a Private Streets Maintenance Expenses Budget is determined and approved, the Private Streets Maintenance Expenses Budget for the immediately preceding fiscal year shall continue until such time as the Private Streets Owner and the Commercial Parcel Owners determine a new budget.

(c) Shared Private Streets Maintenance Expenses. The Private Streets Owners and the Commercial Parcel Owners, by execution of this Master Declaration, or acceptance of a deed to its respective Parcel, covenant and agree to pay the following proportionate share of the Private Streets Maintenance Expenses:

(i) 50% with respect to the Private Streets Owner; and

(ii) 50% with respect to the Commercial Parcels, which 50% shall be divided equally among the Commercial Parcel Owners (i.e., each Commercial Parcel shall be responsible for 10% of the Commercial Parcel Owners' share).

Notwithstanding the foregoing to the contrary, during the Development Period, Master Declarant may re-allocate the Commercial Parcel Owners' 50% percentage share among the Commercial Parcel Owners in its sole and absolute discretion.

(d) Time of Payment of Private Streets Maintenance Expenses. Private Streets Maintenance Expenses shall be due and payable in advance on the first Business Day of each quarter of each fiscal year of the Private Streets Owner. If any Commercial Parcel Owner is delinquent in paying its share of Private Streets Maintenance Expenses, Private Streets Owner may require any unpaid installments of all outstanding Private Streets Maintenance Expenses attributable to such Commercial Parcel Owner to be immediately paid in full. Any payment of any installment of Private Streets Maintenance Expenses shall be considered delinquent on the date that is 15 days after the due date of same. Notwithstanding anything herein to the contrary, in the event that any Commercial Parcel Owner incurs and costs or expenses relative to self-help actions undertaken by any such Commercial Parcel Owner for maintenance and repair of the public restrooms located in the Public Restroom Easement Area, then, in addition to any remedies set forth in this Master Declaration, it shall be entitled to deduct such costs and expenses from its share of Private Streets Maintenance Expenses.

ARTICLE 4: INSURANCE

4.1 Owners' Insurance. Each Owner, with respect to Owner's Parcel, shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages set forth below.

(a) Commercial General Liability Insurance. Each Owner shall be obligated to obtain and maintain at all times Commercial General Liability Insurance with a combined single limit of liability of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and property damage, arising out of anyone occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, with excess limits in the amount of Five Million Dollars (\$5,000,000.00) pursuant to an umbrella liability policy. Master Declarant shall be an "additional insured" under all such policies pursuant to ISO AI endorsement CG 2026 or an equivalent endorsement.

(b) Worker's Compensation and Employer's Liability Insurance. Each Owner shall be obligated to obtain and maintain at all times Worker's Compensation and Employer's Liability Insurance as required by any applicable law or regulation. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) each accident for bodily injury, One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease and One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.'

(c) Automobile Liability Insurance. Each Owner shall be obligated to obtain and maintain at all times automobile liability insurance coverage. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage.

(d) Property Insurance. Following completion of initial construction of the Improvements on any of the Building Parcels, and in replacement of the coverage required by Section 4.1(e) below, each Owner shall be obligated to obtain and maintain at all times property insurance by the standard ISO Causes of Loss Special Form, or its equivalent, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations). Each Owner (the "**Releasing Owner**") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner (the "**Released Owner**") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Property, which loss or damage is of the type covered by the insurance required to be maintained under this Section 4.1, irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance and to the policies or insurance carried by its Occupants, with respect to the foregoing release; provided, however, failure to obtain such endorsements shall not affect the release and waiver hereinabove given. The Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance and to the policies or insurance carried by its Occupants, with respect to the foregoing release; provided, however, failure to obtain such endorsements shall not affect the release and waiver hereinabove given. To the greatest extent permitted by applicable law, the Releasing Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Occupant of the Releasing Owner's Building Parcel for any loss or damage to the property of such Occupant located upon the Releasing Owner's Building Parcel, which loss or damage would have been covered by the insurance required to be maintained under this Section 4.1, irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve.

(e) Insurance Required Prior to the Commencement of Construction. Prior to commencing any construction activities contemplated by this Master Declaration on any of the Building Parcels, the Owner thereof shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' compensation and employer's liability insurance, as required by an applicable law or regulation, and with employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) each accident for bodily injury, One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease and One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.

(ii) Commercial General Liability insurance covering all operations by or on behalf of the contractor, as provided by standard ISO CGL coverage form CG 0001 or its equivalent, with minimum limits of liability on a per project basis of:

(A) One Million Dollars (\$1,000,000.00) each occurrence (for bodily injury and property damage);

(B) One Million Dollars (\$1,000,000.00) for Personal Injury Liability;

(C) Two Million Dollars (\$2,000,000.00) aggregate for Products and Completed Operations; and

(D) Two Million Dollars (\$2,000,000.00) general aggregate.

(iii) Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage and shall be provided by the standard ISO Business Auto coverage form CA 0001 or its equivalent.

(iv) Prior to commencement of vertical construction of Improvements on any of the Building Parcels, fire and extended coverage insurance, in the so-called "Builder's Risk 100% Completed Value Non-Reporting" form, or its equivalent.

(v) The contractor shall also carry umbrella/excess liability insurance in the amount of Five Million Dollars (\$5,000,000.00). If there is no per project aggregate under the Commercial General Liability policy, the limit shall be Ten Million Dollars (\$10,000,000.00).

If the construction activities involve the use of another Building Parcel, then the constructing Person shall cause (x) the Owner of such Building Parcel to be an additional insured on each policy (for the Commercial General Liability policy pursuant to a CG 2010, ongoing operations, endorsement, and a CG 2037, completed operations, endorsement, or their equivalent), (y) with respect to the work on such other Building Parcel, the coverage set forth in Section 4.1(e) above to be extended for a three (3) year period following final completion of work, and (z) each such policy to provide that the same shall not be cancelled, allowed to expire, nor reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to the named insured and the constructing Person shall provide at least thirty (30) days prior written notice to any other insured parties. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the constructing Person shall immediately stop all work on and use of the other Building Parcel until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the Owner of such other Building Parcel.

(f) Additional Insured. Any insurance that requires another Person to be added as an "additional insured" shall (i) provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall such policy be allowed to expire without at least thirty (30) days prior written notice by the insurer to the named insured, and without at least thirty (30) days prior written notice to be provided by the insured to each additional insured; (ii) provide for severability of interests; (iii) provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce

coverage, shall not reduce or void the coverage as to the other insureds; and (iv) provide for contractual liability coverage with respect to any indemnity obligation set forth therein.

(g) Insurance Rating. All insurance required by a Person pursuant to this Article 4 shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/VIII, and which are authorized to do business in the State of Georgia. All insurance may be provided under (i) an individual policy covering the Building Parcel in question, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner with aggregate coverage in commercially reasonable amounts as determined in the sole discretion of Master Declarant, (iii) a plan of self-insurance, in whole or in part, provided that such plan of self-insurance is commercially reasonable based upon the tangible net worth and tangible net current assets of such Owner as determined in the sole discretion of Master Declarant, such Owner provides all certified financial information as may be required for Master Declarant to make such determination, and such Owner notifies the other Owners of its intent to self-insure, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with this Article, such Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, in no event shall any deductible exceed Fifty Thousand Dollars (\$50,000.00) unless such Owner complies with the requirements regarding self-insurance pursuant to Subsection (iii) above. Each Owner agrees to furnish to any Owner requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, or the Web address where such insurance information is contained, evidencing that the insurance required to be carried by such Owner is in full force and effect.

(h) All liability policies maintained by a Building Parcel Owner or Building Condominium Association shall name the Master Declarant as an additional insured during the Development Period. All liability policies shall be endorsed to provide that they are primary coverages, not in excess of any other insurance available to the Building Parcel Owner or Building Condominium Association and the additional insureds (including the Master Declarant). All liability policies shall be endorsed to provide that each underwriter waives its right of subrogation against the property damage insurance of additional insureds.

(i) To the extent permitted by applicable law, each Owner shall indemnify, hold harmless and defend the Master Declarant (in its capacity as Master Declarant and not as an Owner) and any other Person required to be named as an additional insured from any and all losses, claims, damages and expenses (including, without limitation, costs of defense and attorneys' fees) that any of them may incur as a result of the Owner's and/or Occupant's or their respective contractors' or subcontractors' failure to obtain and maintain the insurance and specific endorsements required hereunder.

4.2 Limitation of Liability. Neither Master Declarant (in its capacity as Master Declarant and not as an Owner) nor its successors or assigns, any Master Declarant Affiliate, nor any officer, director, employee, agent or contractor (including the management company, if any) of any of them (each, a "**Covered Party**") shall be liable to any Owner or its employees, lessees, invitees, clients, customers, guests, agents, servants or contractors for any injury or damage sustained as a result of the performance by the Covered Parties of its express duties and obligations under this Master Declaration or for any injury or damage caused by the negligence or misconduct of any Owner or its employees, lessees, invitees, clients, customers, guests, agents, servants or contractors within the Property.

ARTICLE 5: CASUALTY AND CONDEMNATION

5.1 Casualty. To the extent that repair or reconstruction is not performed by a Condominium Association, each Owner covenants and agrees that in the event of damage to or destruction of Improvements, including any structure or landscaping, on or comprising its Building Parcel or Building Unit, the Owner shall promptly proceed to repair or reconstruct the damaged structure or landscaping consistent with the original construction and the Project-Wide Standard. Alternatively, the Owner shall clear the Building Parcel of all debris and ruins and maintain the Building Parcel in a neat and attractive, landscaped condition consistent with the Project-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds. The requirements of this Section 5.1 shall also apply to any Building Condominium Association in the same manner as if the Building Condominium Association were an Owner. Additional recorded covenants applicable to any Building Condominium may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing Improvements within such Building Condominium and for clearing and maintaining the lot on which the Building Condominium is located in the event the structures are not rebuilt or reconstructed.

5.2 Condemnation. In the event any portion of any of a Building Parcel shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Owner of such Building Parcel or the Improvements taken, and, subject to the remainder of this Section 5.2, the other Owners hereby waive and release any right to recover any value attributable to the property interest so taken; provided, however, (a) if the taking includes Improvements belonging to or benefiting more than one Owner (such as Utilities Systems), the portion of the award allocable thereto shall be used to relocate, replace or restore such commonly owned Improvements to a useful condition; (b) if the taking includes easements rights which are intended to extend beyond the term of this Master Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof; and (c) if a separate claim can be filed for the taking of any other property interest existing pursuant to this Master Declaration which does not reduce or diminish the amount paid to the Owner of the Building Parcel taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this Master Declaration shall expire or terminate based solely upon such taking.

ARTICLE 6: BUILDING AND ARCHITECTURAL STANDARDS

6.1 General Principles. By accepting a deed or other instrument conveying any interest in any portion of the Property, each Owner acknowledges that this Master Declaration establishes a general plan of development for the Property consistent with the Project-Wide Standard in order to enhance all Owners' collective interests, the aesthetics and environment within the Property and the vitality of the Property. The Property is subject to the general plan of development, the land development, architectural and design provisions as described in this Article, the Master Plan, any recorded plat, any applicable Supplemental Declaration, the Development Regulations, and any rules promulgated by the Master Declarant pursuant to this Master Declaration, all of which establish affirmative and negative covenants, easements and restrictions on the Property and which are enforceable by the Master Declarant as set forth in this Master Declaration. The Improvements constructed on any portion of The Grove at Towne Center shall at all times be of a high standard and shall be constructed, installed, operated, marketed and maintained, repaired and, when necessary, replaced, in conformity and harmony with the Master Plan.

6.2 Legal and Other Requirements. Each Owner shall, at such Owner's sole cost and expense, comply with, and cause their respective Occupants to comply with, the terms and conditions of this Master Declaration, Governing Documents, Development Regulations, the governmental requirements and any other applicable requirement of any governmental authority with respect to the ownership, development, operation and/or maintenance of its Building Parcel in the construction, operation, demolition,

reconstruction, and/or alteration of any Improvements located thereon. In addition, nothing in this Master Declaration shall modify the City's or County's rights or obligations to approve design aspects of the Property in the City's or County's capacity, as the case may be, as a governmental authority.

6.3 Requirements and Restrictions Regarding Construction, Maintenance and Repair.

(a) General. All Improvements constructed on any of the Building Parcels shall be constructed in accordance with all governmental requirements, the Development Regulations and the Project-Wide Standards, except as may otherwise be approved by Master Declarant. Master Declarant shall have a right of access to all portions of any of the Building Parcels as are necessary to inspect the Improvements thereon to ensure compliance with the construction and maintenance requirements contained herein. All Improvements to be constructed on Parcel 3(Street A/Library Plaza), Parcel 4b(Market), Parcel 5(Grove/Promenade), Parcel 7(Street B, Street C and Street C Pedestrian) shall be substantially similar to the concept renderings attached hereto as Exhibit E, and any changes thereto or deviations therefrom will require the approval of the Master Declarant, such approval not be unreasonably withheld, conditioned or delayed.

(b) Staging. Except with respect to the construction by Master Declarant of the initial site work, infrastructure work and improvements to the Property, when an Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any Improvements, such Owner shall establish a staging and storage area on its Building Parcel prior to commencing such work, and employ high-quality construction procedures, including, without limitation, silt fences and construction barricades. If substantial work is to be performed, such performing Owner shall fence off such staging and storage area. Except with respect to the initial improvements constructed by Master Declarant, upon completion of such work, such staging and storage area shall be restored to a condition which is equal to or better than the condition that existed prior to commencement of such work. All access for construction vehicles and equipment used in the work shall be in compliance with Master Declarant Approvals.

(c) Completion of Work. Each Owner shall diligently complete all work on its Building Parcel as quickly as possible, and shall restore all portions of the Property that were affected by such work to a condition which is equal to or better than the condition which existed prior to the commencement of such work. All Improvements as to which construction has commenced but has subsequently been discontinued without substantial completion of all exterior components thereof for a period of thirty (30) days or more shall promptly be removed and replaced by a hard surface condition or a maintained landscaped condition.

(d) Damage. Any and all work shall be conducted so as to prevent damage to any other portions of the Property that lie outside of the boundaries of the Building Parcel upon which the work is being performed. If any such damage is caused by the work, the applicable Owner shall, at its sole cost and expense, promptly restore, repair and/or replace, as appropriate, such damaged areas and/or Improvements. Moreover, to the greatest extent permissible by applicable law, each Owner shall indemnify, defend and save each other Owner and its successors and assigns harmless from any and all claims, losses, damages, liabilities, injuries, costs and expenses, including, without limitation, attorneys' fees, due to personal injury or death of persons or destruction of property arising from or as a result of construction by the indemnifying Owner, except for claims caused by the gross negligence or willful act or omission of the indemnified Owners. In addition, any activity related to establishing a utility connection to any of the Building Parcels or any Improvements located thereon shall be conducted so as to prevent damage to any other portions of the Property that lie outside of the boundaries of the Building Parcel upon which the work is being performed. If any such damage is caused by the work, the applicable Owner shall, at its sole cost and expense, promptly restore, repair

and/or replace, as appropriate, such damaged areas, existing Utilities Systems, streets, curbs or other Improvements to a condition at least as good as existed prior to the damage, and shall pay any costs or expenses, including reasonable attorneys' fees that are actually incurred by any Person other than such Owner arising from or as a result of such damage. Any such restoration, repair and/or replacement shall be completed within ten (10) business days. If the responsible Owner has commenced the restoration, repair and/or replacement within said ten (10) business day period and thereafter has diligently pursued the completion of such corrective work, but is unable to complete the restoration, repair and/or replacement within said ten (10) business day period, such period may extend for an additional reasonable period of time in which such corrective work shall be completed.

6.4 Parcel Appearance. Each Owner shall keep the exterior portions of its respective Parcel, including all Improvements located thereon, in a safe, clean, neat and attractive condition at all times. Such obligations include, but shall in no way be limited to, the following: (i) all means of ingress and egress shall be kept clean of all construction materials and debris (including, without limitation, sand, trash, and nails); (ii) all landscaped areas shall be maintained in good and attractive condition, with all plants to be watered, trimmed, pruned and replaced as necessary; (iii) all rooftops shall be kept clear of debris; (iv) any heating and air conditioning equipment, communications equipment, satellite dishes, etc. placed on the roof of any Improvement shall not be taller than five (5) feet above the finished roof surface, shall be screened and shall be installed towards the center of the Improvement and not less than five (5) feet from the perimeter roof parapet; (v) the exterior of all Improvements, including exterior mechanical and other facilities, if any, and the screening for the same, shall be kept in good repair, including replacement, if necessary, and same shall be repainted as reasonably needed; and (vi) sound surface water management practices shall be employed during the performance of any and all work in order to prevent runoff sedimentation.

6.5 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall plan and aesthetics of the Property and shall not create any duty to any Person. Neither Master Declarant or any Master Declarant Affiliate, nor any member, officer or director of any of the foregoing shall bear any responsibility for ensuring the marketability of a Building Parcel or Building Unit, structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, for ensuring compliance with the Development Regulations, the Zoning Ordinance and other governmental requirements or for ensuring that all Improvements are of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other Owners or to neighboring property owners. Neither Master nor any Master Declarant Affiliate, nor any member, officer or director of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Building Parcel or Building Unit.

ARTICLE 7: USES AND USE RESTRICTIONS

7.1 General. This Article sets out certain use restrictions which must be complied with by all Owners and Occupants of any Building Parcel or Building Unit. All provisions of this Master Declaration, and of any rules and regulations or use restrictions governing the conduct of Owners and establishing sanctions against Owners shall also apply to all Occupants even if Occupants are not specifically mentioned.

7.2 Use. The Property shall be only used for such lawful purposes permitted by the Zoning Ordinance and the Development Regulations and in accordance with the Master Plan, this Master Declaration and any Supplemental Declaration. Such specific permitted use designations may be amended only as provided in this Master Declaration. The Master Declarant may establish such rules, regulations

and procedures for the initial and continuing review and approval of the use or uses for all Building Parcels and on a case by case basis. The Property shall be used only for commercial, retail, parking (including structural garages), residential, recreational, municipal (including library uses), and related purposes consistent with this Master Declaration and any Supplemental Declaration.

7.3 Rules and Regulations. In addition to the use restrictions set forth in this Article, the Master Declarant may, from time to time and at any time (but without obligation), without consent of the Owners, make, promulgate, modify, abolish or enforce reasonable, non-discriminatory rules and regulations applicable to the Property. No such rules and regulations shall materially and adversely affect the use or operation or otherwise materially and adversely affect any easements or other rights or obligations set forth elsewhere in this Master Declaration. Such rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified by the vote of two-thirds of the Owners, and, during the Development Period, the written consent of Master Declarant.

7.4 Specific Use Restrictions. Unless otherwise approved by the Master Declarant, the following uses of the Property are specifically prohibited:

- (a) flea market, pawn shop, swap shop or “outlet store” selling merchandise that is damaged or discontinued;
- (b) off-price or so-called “dollar” stores;
- (c) bowling alley;
- (d) skating rink (other than temporary rinks for seasonal events, such as an ice-skating rink in the winter);
- (e) billiard room;
- (f) massage parlor (except that this shall not prohibit the providing of massages in connection with a full-service health spa or reputable massage businesses typically found in first-class shopping centers and developments such as Massage Envy, Spa Sydel and Natural Body Spa);
- (g) adult book store, adult video store, adult entertainment establishment, or other business which sells pornographic material or any lewd purpose;
- (h) barber college;
- (i) laundry or dry-cleaning services (other than a “drop-off” or “pick-up” station with no on-site dry-cleaning or laundry);
- (j) funeral parlor;
- (k) “head shops” or other facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;
- (l) facility for sale or use of marijuana (medical or otherwise);
- (m) off-track betting parlor;
- (n) carnival, amusement park or circus;

- (o) family planning or abortion clinic;
- (p) gun range;
- (q) veterinary clinic, animal boarding facility, animal disposal facility or any other facility dealing with animals;
- (r) employment services for day labor or transient employees;
- (s) industrial or manufacturing use;
- (t) car rental agency;
- (u) auction house;
- (v) car washes (except executive car wash facilities which are operated ancillary to other uses and are to be used primarily by the Owners or Occupants of Building Parcels and Building Units as comparted to the general public); and
- (w) any activity that would violate any applicable laws, codes, ordinances, rules or regulations or any applicable governmental permit or certificate of occupancy.

7.5 General Restrictions.

(a) Satellite Dishes and Antennas. Master Declarant shall regulate the size and placement of all antennas, satellite dishes and any other apparatus for the transmission or reception of television, radio, satellite and other signals of any kind only in strict compliance with the Over-the-Air Reception Devices Rule (OTARD) adopted by the Federal Communications Commission under the direction of the United States Congress according to the 1996 Telecommunications Act (Pub. LA. No. 104-104, 110 Stat. 56 (1996)).

(b) Flags. The flag of the United States of America must be displayed in strict accordance with the U.S. Flag Code (4 U.S.C. § 1 *et seq.*).

(c) General Lighting. Exterior lighting visible from the street (specifically excluding lighting related to religious holidays as addressed below) shall not be permitted except for (1) approved lighting as originally installed on a Building Parcel or Building Condominium; (2) street lights in conformity with an established street lighting program for the Property or as installed by a local governmental authority; or (3) any other lighting approved by the Master Declarant. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting or reflecting objectionable light onto a neighboring property.

(d) Religious Holiday Lighting. Exterior lighting related to the observance of any religious holiday is permitted on the exterior and in the windows of Improvements on a Building Parcel or Building Condominium for a period of five (5) days prior to and five (5) days following such religious holiday. All such lighting shall be installed or aimed so that it does not present a disabling glare to drivers or pedestrians or create a nuisance to other Owners and Occupants by projecting or reflecting objectionable light onto a neighboring property. The foregoing shall not apply to the lighting of Parcel 3(Street A /Library Plaza), Parcel 5(Grove/Promenade), or Parcel 7(Street B, Street C and Street C Pedestrian) during Public Events.

(e) Utility Lines. With the exception of utility lines existing on the Property as of the date of this Master Declaration, overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Master Declarant.

7.6 Procedures for Review and Approval of Uses.

(a) With the exception of activities conducted by Master Declarant or a Master Declarant Affiliate, no activities within the scope of this Article shall commence on any portion of the Property until an application for approval of the proposed use or uses for the specific Building Parcel or Building Unit or other portion of the Property in question has been submitted to and approved in writing by the Master Declarant during the Development Period.

(b) The Master Declarant may require the submission of application forms and such information as it deems necessary to consider any application for approval of an initial use and/or a change in use from one previously approved. Notwithstanding the foregoing, in the event the Master Declarant fails to approve or to disapprove in writing an application for initial use or a change of use within thirty (30) days after submission of all requested information and materials, the application and the specific use for which approval is being sought shall be deemed approved. All such review and approval of the use or uses for any portion of the Property shall be done and made in the sole and absolute discretion of the Master Declarant and an approval of a specific use for a Building Parcel or Building Unit or portion thereof shall not be deemed an approval for any other Building Parcel or Building Unit, nor shall it constitute a waiver of the right to withhold approval as to any similar proposals for use of a specific Building Parcel or Building Unit. The failure of an Owner to submit and obtain approval for the specific use to be carried out on or within its Building Parcel or Building Unit (whether initial uses or change in use) or to comply with such use after approval thereof shall be deemed a violation of this Master Declaration and shall be subject to enforcement by the Master Declarant as provided in this Master Declaration.

7.7 Leasing. All non-residential leases for any portion of the Property shall require, without limitation, that the tenant acknowledge receipt of a copy of this Master Declaration, and the use restrictions, and rules and regulations of the Master Declarant. The lease shall also obligate the tenant to comply with the foregoing.

7.8 Nuisance. It shall be the responsibility of each Owner and Occupant to ensure that no obnoxious or offensive activities or conditions exist on the Property and that no use or practice be allowed which would be a source of unreasonable annoyance or discomfort to other Owners or Occupants or that interferes with the peaceful possession and proper use and enjoyment of the Property by other Owners and Occupants. No improper, unsightly, offensive or unlawful use shall be allowed on any Building Parcel or Building Condominium and all laws and regulations of all governmental bodies having jurisdiction over the Property, including, without limitation, the Zoning Ordinance and the Development Regulations, shall be observed. It shall be the responsibility of each Owner and Occupant to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on its property. The reasonable and normal development, construction and sales activities conducted or permitted by Master Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or Occupant. Each Owner acknowledges that the general public shall have access to the Property and each Owner hereby agrees that neither Master Declarant (in its capacity as Master Declarant and not an Owner), Master Declarant Affiliate, nor any of their members, employees, contractors, or agents shall be liable to any Owner or Occupant for noxious activities, nuisances or disturbances of quiet enjoyment caused by members of the general public.

7.9 Security. Each Owner and Occupant of a Building Parcel or Building Unit, and their respective employees, agents, contractors, tenants, guests and invitees, shall be responsible for their own personal safety and the security of their property located within the Property. Neither Master Declarant, nor any Master Declarant Affiliate shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner acknowledges, understands and covenants to inform all Occupants of its Building Parcel or Building Unit that the Master Declarant and any Master Declarant Affiliate are not insurers or guarantors of security within the Property and that each Person using the Property assumes all risks of personal injury and loss or damage to property, including the Building Parcels and Building Units and the contents of any structure located thereon, resulting from acts of third parties.

7.10 Sirens; Horns. Any siren, horn or other such device for security purposes shall contain a device or system which causes it to shut off automatically.

7.11 Signage. Except as set forth herein, no Signage of any kind shall be erected, modified or maintained within the Property without the prior written approval of the Master Declarant. The Master Declarant may restrict the size, materials, color, lettering, illumination, and placement of all Signage. The Master Declarant shall have the right to promulgate from time to time reasonable Signage specifications applicable to stand alone, wall signs, identification signs or otherwise on the exterior of any Building Parcel or Building Condominium. All Signage of any kind on the exterior of any Building Parcel or Building Condominium, whether stand alone, wall signs, identification signs or otherwise, shall comply with such Signage specifications. In the event any Owner or Occupant desires to deviate from such Signage specifications whether in size, materials, color, lettering, illumination, placement or otherwise, said Owner or Occupant shall make application to the Master Declarant for review and approval of the same. The restrictions of this Section 7.11 shall not apply to signs installed by or on behalf of the Master Declarant or any Master Declarant Affiliate. *[City: this serves as a reminder to amend the Sign Ordinance prior to the first closing, as previously discussed by the parties; please also note that the Parking Declaration will contain an obligation for the City to install the agreed-upon parking deck sign – Kirk?]*

7.12 Public Events; Schedule; Restrictions.

(a) Public Events. It is understood that The Grove at Towne Center is intended to constitute an energetic and vibrant living, working, shopping and recreational environment, and that the Owners and the Occupants may desire to use the Private Streets and Parcel 5 (Grove/Promenade) for entertainment and recreational activities, holiday and seasonal displays and activities, exhibitions, recreational activities, culinary events, concerts and music events, fireworks, competitions and exhibitions, food trucks, and other activities ("Public Events") that are reflective of a mixed-use project. The Owners of all Parcels acknowledge that such Public Events may result in increased noise, light, odors, traffic levels and other conditions as a result thereof, and that such conditions are a natural corollary of the mixed-use environment at The Grove at Towne Center and the benefits afforded by such environment and shall not constitute a nuisance or interference with the Occupants of any of the Parcels affected by the same provided that they are in compliance with the Governing Documents and all applicable laws, rules and regulations. The Owner(s) hosting any such Public Event shall be solely responsible for all costs and expenses associated therewith, including, without limitation, increased security, parking patrol, and the provision of all services to and maintenance of the affected areas of The Grove at Towne Center in connection with such Public Event. In addition, the Owner(s) shall not shut down access to any Private Streets including, without limitation, any parking spaces therein (except as otherwise expressly provided in subsection (b) below), or any sidewalks that are located directly adjacent to occupied buildings in connection with any Public Events. All Public Events shall commence no earlier than 8:00 a.m. and end no later than 10:00 p.m.

(b) Public Events Schedule. Parcel 5(Grove/Promenade) Owner shall be permitted to hold up to twelve (12) Public Events in any twelve (12) month period. Parcel 5(Grove/Promenade) Owner, through a designated representative, shall maintain the schedule for Public Events and shall publish such Public Events schedule on its website and other media, to the extent Parcel 5(Grove/Promenade) Owner maintains a website or other such media for such purposes. Parcel 5(Grove/Promenade) Owner and the other Owners, by and through their respective authorized representative(s), shall meet on or before April 1 of each calendar year to (i) discuss and agree to the Public Events schedule to take place on the Property in the following 12 month period; and (ii) discuss issues and concerns related to such Public Events schedule, and to establish a plan to address and mitigate the potential adverse effects of Public Events upon the other Owners and Occupants of the Property. Subject to fire/life safety regulations and other applicable governmental regulations and laws, and this Master Declaration, Parcel 5(Grove/Promenade Owner) shall be permitted to restrict vehicular access to the only such portions of the Private Streets to be known as Thomas Snell Way and Grove Walk, during Public Events, provided such period of restricted access is limited to not more than six (6) hours in duration. In addition, any Owner or Owners may host additional Public Events pursuant to the terms hereof. If any Owner or Owners desire to host a Public Event, such Owner(s) must provide ninety (90) days prior written notice to each of the other Owners, which notice, to be effective, must (i) be delivered to each of the other Owners, (ii) contain a description of the proposed event, and the desired area of Parcel 5(Grove/Promenade) and the Private Streets known as Thomas Snell Way and the Grove Walk to be utilized for such event, (iii) any proposed increase in security or other services, and (iv) the proposed date(s) and time(s) for the proposed event. If the Owner(s)' request was properly delivered in accordance with the terms hereof, the proposed event does not conflict with any previously scheduled Public Event and a majority of the Owners do not disapprove the proposed event within fifteen (15) days after receipt of such written request (which approval shall not be discriminatory and shall not be unreasonably withheld, conditioned or delayed), the requesting Owner(s) may hold the Public Event in accordance with the terms of the approved request, this Section 7.12 and this Master Declaration.

7.13 Public Restrooms. Parcel 1(Parking Deck) Owner hereby covenants and agrees to construct, repair, replace and maintain public restrooms on the Public Restroom Easement Area I accordance with the Project-Standard. All such public restroom facilities located within the Public Restroom Easement Area shall be kept open for use by the public during the business hours of the retail Occupants located on the Commercial Parcels. All costs and expenses associated with the construction, operation, administration, maintenance, repair, replacement, improvement, and insurance of such public restroom facilities shall be the sole responsibility of Parcel 1(Parking Deck) Owner.

7.14 Outside Consumption of Alcohol. As of the date hereof, The Grove at Towne Center is subject to [insert code section] (as may be amended, the "Alcoholic Beverage Ordinance"), which provides for certain exceptions to "open container" prohibitions. Each Owner and Occupant shall be subject to and shall comply with the requirements and restrictions set forth in the Alcoholic Beverage Ordinance and no such Owner or Occupant shall attempt to amend the Alcoholic Beverage Ordinance in a manner that would have a material adverse effect on The Grove at Towne Center. Notwithstanding the foregoing, Owners and Occupants shall be expressly permitted to consume alcoholic beverages on the Town Green and Pathways located on the Municipal Parcels, subject to the restrictions set forth in Code Section 3-180. [City: this serves as a reminder to please amend/pass the Alcoholic Beverage Ordinance prior to the first closing, as previously discussed by the parties]

7.15 Temporary Structures. Except as specifically approved in writing in advance by the Master Declarant and except as may be necessary for Public Events, no temporary buildings shall be erected or placed on the Property. This restriction shall not apply to the activities of Master Declarant or a Master Declarant Affiliate.

7.16 Guns. The discharge of firearms on the Property is prohibited. The term “firearms” includes, without limitation, “B-B” guns, pellet guns, paintball guns, airsoft guns and every other type of firearm. The Master Declarant may impose fines and exercise other enforcement remedies as set forth in this Master Declaration but shall have no obligation to exercise self-help to prevent or stop any such discharge.

7.17 No Harassment. Owners and Occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression, including, without limitation, any instances of “quid pro quo harassment” or “hostile environment harassment” (as defined I; n 81 Fed. Reg. 63,054, the “**HUD Harassment Rule**”) directed at other Members or Occupants.

7.18 Protection of Owners and Others. The Master Declarant shall not adopt any rule in violation of the following provisions, except as may be specifically set forth in this Master Declaration (either initially or by amendment) or in the initial rules:

(a) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, however, the rules may vary by Building Condominium Association.

(b) Household Composition. No rule shall interfere with an Owners’ freedom to determine the composition of their households, except that the Master Declarant shall have the power to require that all Occupants of a Unit be members of a single housekeeping unit and to limit the total number of Occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Building Parcel.

(c) Activities Within Improvements. No rule shall interfere with the activities carried on within the confines of a Building or Building Unit, except that the Master Declarant may prohibit activities that would create (i) monetary costs for the Master Declarant or other Owners, (ii) a danger to the health or safety of other Owners or Occupants, (iii) excessive noise or traffic, or (iv) unsightly conditions visible outside the applicable Building Parcel.

(d) Reasonable Basis. No rule may prohibit any activity, condition, or conduct unless there exists a reasonable basis for the enactment of such rule.

(e) Reasonable Rights to Develop. No rule or action shall unreasonably impede Master Declarant’s right to develop the Property during the Development Period.

7.19 Owners’ Acknowledgment and Notice to Purchasers. ALL OWNERS ARE HEREBY GIVEN NOTICE THAT THE USE OF THEIR PARCELS IS LIMITED BY THE RULES AS THEY MAY BE AMENDED, EXPANDED AND OTHERWISE MODIFIED HEREUNDER. EACH OWNER ACKNOWLEDGES AND AGREES THAT THE USE, ENJOYMENT AND MARKETABILITY OF THEIR UNIT CAN BE AFFECTED BY THIS PROVISION AND THAT RULES MAY CHANGE FROM TIME TO TIME. ALL PURCHASERS OF PARCELS ARE ON NOTICE THAT CHANGES MAY BE ADOPTED AS PROVIDED IN THIS ARTICLE. COPIES OF THE CURRENT RULES MAY BE OBTAINED FROM THE MASTER DECLARANT.

ARTICLE 8: ANIMALS

8.1 Pets. No animals shall be kept, bred or maintained for commercial purposes within the Property without the prior written approval of the Master Declarant. All animals within the Property shall be leashed and reasonably controlled by the owner of such animal whenever outside a dwelling (except in

any designated off-leash areas) and shall be kept in such a manner as to not become a nuisance by excessively loud barking or other acts. The owner of an animal shall be responsible for all of the animal's actions and must adhere to all applicable ordinances and laws at all times and all animals located within the Property shall be kept in a manner consistent with all such applicable ordinances and laws, including, without limitation, any animal control ordinances of the City of Snellville, Georgia or Gwinnett County, Georgia. Staking or tethering of animals or leaving animals unattended is not allowed anywhere within the Property. Nothing in this Article shall be construed to interfere with any provision under the ADA, as amended, the FHAA or any similar applicable federal, state or local law, ordinance or regulation.

8.2 Required Vaccinations; Flea and Tick Control. All animals maintained within the Property must have all current vaccinations and must be regularly treated for flea and tick control, all as recommended by a licensed veterinarian.

ARTICLE 9: EASEMENTS FOR THE BENEFIT OF MASTER DECLARANT DURING THE DEVELOPMENT PERIOD

9.1 General Construction Easement. During the Development Period, Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, access and construction easements (to be exercised only on a temporary basis) for Master Declarant, Master Declarant Affiliates, and their respective successors and assigns, in, on, over, through and across each Building Parcel and Condominium along the common boundary lines of adjacent Building Parcels and Condominium for temporary access and temporary encroachments during construction, reconstruction or renovation of any Improvements on such adjacent property, to the extent reasonably necessary to construct, reconstruct or renovate Improvements. Any damage to a Building Parcel, Condominium, or Improvement resulting from the exercise of the easements described in this Section shall be promptly repaired by, and at the expense of, the Person exercising the easement. Nothing contained herein shall obligate Master Declarant to pursue legal recourse against any Person damaging an Improvement or any portion thereof or causing injury as a result of the exercise of these easements. The temporary construction easement shall commence on the date the use of such easement is necessary for the performance of construction activities on the Property, and shall automatically terminate without further action at such time as such Master Declarant or a Master Declarant Affiliate completes the construction activities on those portions of the Property requiring the use of the temporary construction easement.

9.2 Easements for Utilities.

(a) During the Development Period, Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, and its designees (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Property (but not through an existing or proposed Improvement) to the extent reasonably necessary for the purpose of installing, constructing, tying or tapping into, monitoring, replacing, repairing, maintaining, operating and removing coaxial cable and fiber-optic cable and other lines for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; street lights and signage; and all utilities, including, but not limited to, cable, water, sewer, telephone, gas, and electricity, and Utilities Systems and meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Property, as necessary, to exercise the easements described above.

(b) During the Development Period, Master Declarant reserves, creates, establishes, promulgates and declares for itself, Master Developer Affiliates and their designees, non-exclusive,

perpetual, reciprocal, appurtenant easements, and the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Master Declarant, in connection with the orderly development of the Property.

(c) Any damage to a Building Parcel or Building Condominium resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the Improvements on a Building Parcel or into a Condominium, nor shall it unreasonably interfere with the use of any Building Parcel or Building Unit, and except in an Emergency, entry onto any Building Parcel or Building Condominium shall be made only after reasonable notice to the Owner, Occupant or Building Condominium Association

(d) During the Development Period, Master Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Property, or at any other time, (i) to release all or any portion of the Property from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

9.3 Temporary Crane Swing Easement. During the Development Period, Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, easements (to be exercised only on a temporary basis and only in connection with commercially reasonable construction efforts) for Master Declarant, any Master Declarant Affiliate, and their respective successors and assigns, for the booms and associated tackle of construction cranes located on and operating from a portion of the Property to enter and encroach into, onto and/or through the air space located above any adjacent portions of the Property and any Improvements thereon; provided, however, any exercise of this easement shall not interfere with the enjoyment of any affected Building Parcel or Building Condominium or adversely affect the access to any affected Building Parcel or Building Condominium or the parking thereon. No Owner of any affected portion of the Property shall have the right to approve the area of encroachment of said construction crane(s) (the “**Crane Swing Easement Area**”), but the Owner of the benefiting portion of the Property shall provide notice to any affected Owner of the proposed use and location of the Crane Swing Easement Area, shall take all commercially reasonable and customary precautions in the locations and the operations of the booms and associated construction cranes, and, prior to the use of the Crane Swing Easement Area, the benefited Owner (to the extent permitted by applicable law) will indemnify the Owner of any affected portion of the Property and provide insurance coverage therefor. The Crane Swing Easement shall commence on the date the affected Owner receives the aforementioned notice from the benefited Owner, and shall automatically terminate without further action at such time as the benefited Owner completes the construction activities requiring the use of the applicable construction crane(s).

9.4 Easement for Project Signage. During the Development Period, Master Declarant reserves, creates, establishes, promulgates and declares for itself and its successors, assigns, and designees a non-exclusive easement to locate, erect, light, maintain, use, install and remove street, traffic, directional, identification, informational, and other related Signage, sign kiosks, digital Signage, and mobile Signage, on, over, across and through the Property on any portion of the Private Streets for the use and benefit of the Project (“**Project Signage**”). Master Declarant shall consult with and obtain the approval of the Owner of the Private Streets Owners, which approval shall not be unreasonably withheld, conditioned or delayed, before installing any such Project Signage. After installation the Project Signage shall be maintained by the Private Streets Owners pursuant to Article 3, subject to reimbursement as provided in Section 3.7.

9.5 Easement for Emergency Entry. Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for the Master Declarant to enter upon any Building Parcel or Building Unit for Emergency, security, and safety reasons. Such right

may be exercised by all law enforcement officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto any Building Parcel or Building Unit shall be only during reasonable hours and after notice to the Owner. This easement includes the right to enter any Building Parcel or Building Unit to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Master Declarant, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Entry under this Section shall not constitute a trespass.

9.6 Liability for Use of Easements. No Owner or Occupant shall have a claim or cause of action against Master Declarant or its respective successors or assigns arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat for the Property, except in cases of willful or wanton misconduct.

ARTICLE 10: EASEMENTS FOR THE BENEFIT OF OWNERS AND MASTER DECLARANT

10.1 Easement for Drainage and Detention Facility Maintenance. Master Declarant reserves, creates, establishes, promulgates and declares for itself, the Owners, and their respective representatives, successors and assigns, contractors and agents, non-exclusive, perpetual, appurtenant easements, over, across, under, through and upon each Parcel for the following purposes:

- (a) controlling soil erosion, including grading and planting with vegetation any areas of any Parcel which are or may be subject to soil erosion;
- (b) drainage of natural or man-made water flow and water areas from any portion of the Property;
- (c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Parcel; and
- (d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Property including, without limitation, the detention facility serving The Grove at Towne Center.

10.2 Master Declarant Easement for Multifamily Water Vault Facilities. Master Declarant reserves, creates, establishes, promulgates and declares for itself and the Parcels 2a and b(Multifamily) Owner and their representatives, successors and assigns, contractors and agents, a non-exclusive, easement appurtenant to Parcels 2a and b(Multifamily), over, under, through and across Parcel 1(Parking Deck) in the locations shown on Exhibit F attached hereto for the following purposes:

- (a) to construct and install a water vault and related facilities (the “Water Vault Facilities”) on the portion of Parcel 1(Parking Deck) shown on Exhibit F attached hereto in accordance with the plans and specifications therefor, the cover page of which is attached as Exhibit F-1 hereto, for the purpose of draining and retaining natural or man-made water flow and water areas from the Parcels 2a and b(Multifamily) under and through Parcel 1(Parking Deck) through to and utilizing the Water Vault Facilities;
- (b) the rights, benefits and easements granted herein shall expressly include the right of ingress and egress over Parcel 1(Parking Deck) as reasonably necessary to construct, install, maintain, operate, replace and repair the Water Vault Facilities.

There shall be no fee, rent or charge payable by Parcel 1(Parking Deck) Owner for the use of the Water Vault Facilities or the easement described herein. Any construction permit fees applicable solely to the Water Vault Facilities or the easement described herein shall be borne by the Owner of the Parcel 1(Parking Deck).

10.3 Easements of Encroachment. Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Building Parcels and/or Building Condominiums and between each Building Parcel and Condominium, due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

10.4 Lateral Support. Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements over every Building Parcel and every Condominium, and any Improvement which contributes to the lateral support of another Building Parcel or Building Condominium for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

10.5 Easements for Maintenance and Enforcement. Master Declarant reserves, creates, establishes, promulgates and declares for its benefit and, subject to the Article 13 below, the benefit of any Building Parcel Owner, non-exclusive, perpetual, appurtenant rights and easements for each Owner to enter all portions of the Property, including the Improvements which are part of a Building Parcel or Building Unit (but excluding the interior of any residential dwelling) to make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Building Parcel or Building Unit shall be only during reasonable hours. Any entry and access pursuant to the terms hereof shall not constitute a trespass, but shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property and any damage shall be repaired by the Master Declarant or the Owner making such entry, as the case may be, at its expense.

10.6 Access Easements. Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements appurtenant to the Building Parcels for the benefit and enjoyment of the Master Declarant and the Owners over, across and upon the portion of the other Building Parcels containing sidewalks, pathways and trails, including all portions of the Grove/Promenade and the Private Streets, for pedestrian ingress, egress and access to and from a Building Parcel to another Building Parcel. Any Owner of all or any portion of any of the Building Parcels, shall have the right to expand, reduce, alter, modify, re-configure, relocate and redevelop for repair or replacement the access ways in the ingress and egress easement areas provided for in this Master Declaration located on its Building Parcel, provided that such alteration, modification, re-configuration, relocation and redevelopment for repair or replacement shall be at such Owner's sole cost and expense and shall not adversely affect the rights of the other Owners to make use of the easements benefiting the respective Building Parcel of the other Owners in any material respect.

10.7 Easements for the Use of Parcel 5(Grove/Promenade). Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements appurtenant to the Building Parcels for the benefit and enjoyment of the Owners and their Occupants over, across and upon Parcel 5(Grove/Promenade), including, without limitations, any sidewalks, trails and pathways now or hereafter existing within the Grove. Parcel 5(Grove/Promenade) shall at all times be used and operated by the Parcel 5(Grove/Promenade) Owner as a green space for the general use and

enjoyment of the Owners and Occupants of the Property subject to any applicable laws and governmental regulations.

10.8 Easements for the Use of the Private Streets. Master Declarant reserves, creates, establishes, promulgates and declares for Owners, Occupants and other permitted users, including, but not limited to, all law enforcement officers, fire fighters, ambulance personnel and similar emergency personnel, service vehicles, and any private or municipally-operated garbage collection service in the performance of their duties a perpetual, non-exclusive easement of use and access and enjoyment in and to, over, through and across the Private Streets, whether or not such Private Streets are common areas, for the purpose of providing vehicular and pedestrian access to and from public rights-of-way and other Parcels. In no event shall the Private Streets be dedicated for public use without the approval of one hundred percent (100%) of the Owners and, during the Development Period, Master Declarant. The rights and nonexclusive easements granted herein are appurtenant to the title to each Parcel, subject to the following: (a) this Master Declaration and all other Governing Documents; (b) the rights of the Private Streets Owner to maintain the Private Streets, including the right to temporarily close the Private Streets for the purpose of carrying out such maintenance and/or for the purpose of preventing the creation of public rights in and to the Private Streets; and (c) the rights of Private Streets Owner to occasionally close portions of the Private Streets for special events as set forth in Section 7.12 above.

10.9 Easements for Parking. Master Declarant hereby grants, conveys, creates, establishes, promulgates and reserves for the benefit and use of the Owners and their Occupants, perpetual, non-exclusive easements, rights and privileges appurtenant to their respective Building Parcels to use any and all surface parking spaces located on the Private Streets from time to time, subject to the terms of this Section 10.9 and the following:

- (a) the rights herein are expressly made subject to the reservation of parking spaces for the exclusive use of certain Owners as provided in this Master Declaration, including, without limitation, Articles 11 and 12 below, and as shown on the Parking Plan attached as Exhibit C hereto;
- (b) all such parking spaces shall be available on a first-come, first-serve basis (subject to the rights of Owners to reserved parking spaces as identified in subsection (a) above), free of charge;
- (c) Master Declarant shall have the right and option, at any time and from time to time during the Development Period, to limit the duration of any parking in any such unreserved spaces (or in any reserved spaces during time periods during which such parking spaces are not reserved) up to a maximum period of three (3) hours; provided that, after the Development Period, such limitation on the duration of parking may be amended by a vote of the majority of the Owners;
- (d) Nothing contained herein shall interfere with any provision under the ADA or any similar applicable federal, state or local law, ordinance or regulation.

In no event shall the easements and rights granted herein ever be hindered or prohibited by the Master Declarant, Private Streets Owner or the County, their successors or assigns, or by any party acting by, through or under the Master Declarant, Private Streets Owners or the County, except only during temporary periods as may be reasonably necessary in connection with the maintenance and repair of the improvements on the Private Streets or the subject rights-of way. The Master Declarant, during the Development Period, and the Private Streets Owners covenant and agree (i) to use commercially reasonable means to enforce the rights and easements granted herein, including, without limitation, ticketing, immobilizing and/or towing violators, and (ii) to not grant any other rights or easements to or encourage the use of such parking spaces by anyone other than the Owners and their Occupants. Notwithstanding the foregoing, such easement shall not include the right for any Owner or

Occupant to use the parking areas and facilities located on any other Building Parcel or Building Unit, unless specifically set forth in the Governing Documents and approved in writing by the Owner of such Building Parcel or Building Unit. Each Parcel Owner shall have the right to enforce parking prohibitions on its Building Parcel or Building Unit, to secure its parking areas and facilities and to take all reasonable measures with respect to said enforcement and security. The rights and easements granted herein are appurtenant to the title to each Building Parcel or Building Unit and shall be binding upon the title to each Building Parcel or Building Unit.

10.10 Easements for Public Events. Master Declarant reserves, creates, establishes, promulgates and declares for itself, any Master Declarant Affiliate, the Owners and their successors, assigns and designees a perpetual, non-exclusive, appurtenant easement over the Private Streets for the purpose of conducting or allowing its Occupants to conduct Public Events subject to and in strict accordance with Section 7.12 above. Each Owner, by accepting a deed or other instrument conveying any interest in a Building Parcel or Building Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the Occupants of its Building or Building Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

10.11 Public Restroom Easement. Master Declarant reserves, creates, establishes, promulgates and declares for itself, any Master Declarant Affiliate, the Parcel 1(Parking Deck) Owner and its successors, assigns and designees a perpetual, non-exclusive, appurtenant easement in and to the Public Restroom Easement Area for the purpose of constructing, installing, operating and maintaining restroom facilities open to the public and located within the Public Restroom Easement Area. Prior to constructing and installing any such restroom facilities or making any major repairs or replacements thereto, the plans and specifications shall be approved by Master Declarant and Parcels 2a and b(Multifamily) Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11: PARKING EASEMENTS FOR THE BENEFIT OF CERTAIN PARCELS

11.1 Parcels 2a and b(Multifamily) Street Parking Easement. Master Declarant hereby grants, conveys, creates, establishes, promulgates, and reserves for the benefit and use of the Parcels 2a and b(Multifamily) Owner and its Occupants, perpetual, exclusive easements, rights and privileges appurtenant to the Parcels 2a and b(Multifamily) to use four (4) parking spaces located on the Private Streets in the locations more particularly identified as the Multifamily Parking Spaces on the Parking Plan attached as Exhibit C hereto, for vehicular parking during the following times:

- (a) 9:00 a.m. until 6:00 p.m. Monday through Friday;
- (b) 10:00 a.m. until 5:00 p.m. on Saturday;
- (c) 1:00 p.m. until 5:00 p.m. on Sunday.

Master Declarant and the Private Streets Owners acknowledge and agree that Parcels 2a and b(Multifamily) Owner shall have the right to adjust such hours to reflect the Parcels 2a and b(Multifamily) Owner's business hours of operation, from time to time and at any time, by delivering at least ten (10) days prior written notice to the Private Streets Owners and Master Declarant, during the Development Period. In no event shall the exclusive easements and rights granted herein ever be hindered or prohibited by the Master Declarant, Private Streets Owners or any party acting by, through or under the Master Declarant Private

Streets Owners, except only during temporary periods as may be reasonably necessary in connection with the maintenance and repair of the improvements on Private Streets Owners after reasonable prior written notice to Parcels 2a and b(Multifamily) Owner. Neither Master Declarant nor Private Streets Owners shall grant any other rights or easements to or encourage the use of such parking spaces by anyone other than Parcels 2a and b(Multifamily) Owner and its Occupants.

11.2 Parcel 6a(Commercial 1) Street Parking Easement. Master Declarant hereby grants, conveys, creates, establishes, promulgates, and reserves for the benefit and use of Parcel 6a(Commercial 1) Owner and its Occupants, perpetual, exclusive easements, rights and privileges appurtenant to Parcel 6a(Commercial 1) to use three (3) parking spaces located on the Private Streets and more particularly identified as the Commercial 1 Parking Spaces on the Parking Plan attached as Exhibit C hereto, for vehicular parking at all times.

11.3 Parcel 6b(Commercial 2) Street Parking Easement. Master Declarant hereby grants, conveys, creates, establishes, promulgates, and reserves for the benefit and use of Parcel 6b(Commercial 2) Owner and its Occupants, perpetual, exclusive easements, rights and privileges appurtenant to Parcel 6b(Commercial 2) to use three (3) parking spaces located on the Private Streets and more particularly identified as the Commercial 2 Parking Spaces on the Parking Plan attached as Exhibit C hereto, for vehicular parking at all times.

11.4 Parcel 8(Commercial 4) Street Parking Easement. Master Declarant hereby grants, conveys, creates, establishes, promulgates, and reserves for the benefit and use of Parcel 8(Commercial 4) and its Occupants, perpetual, exclusive easements, rights and privileges appurtenant to Parcel 8(Commercial 4) to use eight (8) parking spaces located on the portion of the Private Streets to be known as Thomas Snell Way and twelve (12) parking spaces located on the portion of the Private Streets to be known as Grove Walk for vehicular parking from 7:30 a.m. until 6:00 p.m., Monday through Friday. The Commercial 4 Parking Spaces are more particularly identified as the Commercial 4 Parking Spaces on the Parking Plan attached as Exhibit C hereto.

11.5 Parcel 4b(Market) Street Parking Easement. Master Declarant hereby grants, conveys, creates, establishes, promulgates, and reserves for the benefit and use of the Parcel 4b(Market) Parcel Owner and its Occupants, perpetual, exclusive easements, rights and privileges appurtenant to the Parcel 4b(Market Parcel) to use three (3) parking spaces located on the Private Streets and more particularly identified as the Market Parking Spaces on the Parking Plan attached as Exhibit C hereto, for vehicular parking at all times.

11.6 Enforcement of Parking Rights. In no event shall the exclusive easements and rights granted herein ever be hindered or prohibited by the Master Declarant, the Owners of the Private Streets or any party acting by, through or under the Master Declarant or such Owners, except only during temporary periods as may be reasonably necessary in connection with the maintenance and repair of the improvements on the Private Streets after reasonable prior written notice to Parcels 2a and 2b(Multifamily) Owner. The Master Declarant, during the Development Period, and the Owners of the Private Streets covenant and agree (i) to use commercially reasonable means to enforce the rights and easements granted herein, including, without limitation, ticketing, immobilizing and/or towing violators, and (ii) to not grant any other rights or easements to or encourage the use of such parking spaces by anyone other than Owners benefitted by the easements set forth in this this Master Declaration. The Master Declarant further grants said benefitted Owners and their Occupants the right and easement appurtenant to their respective Parcels to use commercially reasonable means to enforce and protect the rights and easements granted herein, including, without limitation, the right to ticket, immobilize or tow violators, install signage, paint spaces and to implement such other measures as may be reasonably necessary to reserve such parking spaces for

the exclusive use of such benefited Parcel Owners and their Occupants. Any such enforcement measures undertaken by such benefitted Parcel Owners shall be at their respective sole cost and expense.

ARTICLE 12: EASEMENTS AND REGULATIONS AFFECTING PARCEL 4A(LIBRARY/COMMUNITY)

12.1 Utility Easements. During the Development Period, Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, and its designees (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of 4(a)(Library/Community), but not through an existing or proposed Improvement, to the extent reasonably necessary for the purpose of installing, constructing, tying or tapping into, monitoring, replacing, repairing, maintaining, operating and removing coaxial cable and fiber-optic cable and other lines for sending or receiving data and/or other electronic signals; and all utilities, including, but not limited to, cable, water, sewer, telephone, gas, and electricity, and Utilities Systems and meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Property, as necessary, to exercise the easements described above.

12.2 Master Declarant Easement for Water Vault Facilities. Master Declarant reserves, creates, establishes, promulgates and declares for Parcel 4a(Library/Community) Owner and its representatives, successors and assigns, contractors and agents, a non-exclusive easement appurtenant to Parcel 4a(Library/Community), over, across, under, through and upon Parcel 3(Street A/Library Plaza) for the following purposes:

(a) to construct and install Water Vault Facilities on the portion of Parcel 3(Street A/Library Plaza) shown on Exhibit G attached hereto in accordance with the plans and specifications therefor, the cover page of which is attached as Exhibit G-1 hereto, for the purpose of draining and retaining natural or man-made water flow and water areas from Parcel 4a(Library/Community) under and through Parcel 3(Street A/Library Plaza) to the Water Vault Facilities;

(b) the rights, benefits and easements granted herein shall expressly include the right of ingress and egress over Parcel 3(Street A/Library Plaza) as reasonably necessary to construct, install, maintain, operate, replace and repair the Water Vault Facilities during the Development Period.

There shall be no fee, rent or charge payable by Master Declarant or Parcel 3(Street A/Library Plaza) for the use of the Water Vault Facilities or the easement described herein. Any construction permit fees applicable solely to the Water Vault Facilities or the easement described herein shall be borne by Parcel 3(Street A/Library Plaza) Owner.

12.3 Parcel 4a(Library/Community) Street Parking Easement. Master Declarant hereby grants, conveys, creates, establishes, promulgates, and reserves for the benefit and use of the Library Parcel Owner and its Occupants, perpetual, exclusive easements, rights and privileges appurtenant to the Parcel 4a(Library/Community) to use four (4) parking spaces located on the Private Streets, and more particularly identified as the Parcel 4a(Library/Community) Parking Spaces on the Parking Plan attached as Exhibit C hereto, for vehicular parking at all times.

12.4 Reciprocal Access Easements. Master Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements appurtenant to the Building Parcels and the Parcel 4a(Library/Community) for the benefit and enjoyment of the Owners and the Library Parcel Owner over, across and upon the portion of the other Parcels, including the Parcel

4a(Library/Community), containing sidewalks, pathways and trails, including all portions of Parcel 5(Grove/Promenade) and the Private Streets, for pedestrian ingress, egress and access to and from a Building Parcel to another Building Parcel. The Library Parcel Owner and any Owner of all or any portion of any of the Parcels, shall have the right to expand, reduce, alter, modify, re-configure, relocate and redevelop for repair or replacement the access ways in the ingress and egress easement areas located on its Parcel including the Parcel 4a(Library/Community), provided that such alteration, modification, re-configuration, relocation and redevelopment for repair or replacement shall be at such Owner's sole cost and expense (and in the case of the Parcel 4a(Library/Community) at the Parcel 4a(Library/Community) Owner's sole cost and expense) and shall not adversely affect the rights of the other Owners to use such easement areas in any material respect.

12.5 Parcel 4a(Library/Community) Density Restriction. By accepting a deed to Parcel 4a(Library/Community), Library Parcel Owner acknowledges and agrees that in no event shall the aggregate square feet of area of the Improvements thereon exceed 45,000 and that any remaining unused square feet of area after the issuance of a certificate of occupancy for the Improvements constructed on Parcel 4a(Library/Community) shall be assigned to the Master Declarant.

ARTICLE 13: USE OF EASEMENT AREAS; NO LIENS

13.1 Use of Easement Areas and No Liens. The exercise of any easements, licenses and/or other rights granted in this Master Declaration to the Owners shall be subject and limited in all events as follows:

(a) any such rights shall be exercised only in such a manner so as to minimize the disruption of the enjoyment, use and operation of the burdened Parcel, shall be subject to any reasonable rules and regulations imposed by the Owner of the burdened Parcel and enforced in a non-discriminatory manner and in all events in compliance with this Master Declaration and all applicable governmental requirements;

(b) to the extent that any easement rights permit maintenance, repair, construction and installation activities, then the benefitted Owner shall (i) deliver notice to the burdened Owner not less than 30 days' in advance of the proposed work, which notice shall contain a description of such activities to be conducted and the expected duration of any such work, (ii) any such work shall be performed after the burdened Owner's business hours at the benefitted Owner's sole cost and expense, in a good and workmanlike manner and in compliance with all applicable laws and the Project-Wide Standard, (iii) the benefitted Owner shall provide or cause its contractors to provide evidence of any required permits and certificates of insurance evidencing its commercial general liability insurance coverage, (iv) and upon completion an disturbed areas shall be returned to the condition that existed prior to the commencement of repair.

(c) to the extent permitted by applicable law, the Owner of the benefitted Parcel and its Occupants agree to and do hereby indemnify the Owner of the burdened Parcel from and against any losses, costs, damages, and expenses incurred by the Owner of the burdened Parcel as a result of the exercise by the indemnifying parties of their easement rights unless such losses, costs, damages, or expenses are incurred as a direct result of the negligence or willful misconduct of the indemnified party or its Occupants;

(d) the easements and rights granted herein are intended to be used in connection with the Utilities Systems and Improvements that are to be developed in accordance with the Master Plan

as such Utilities Systems and Improvements may be modified from time to time; provided, however, in the event that any Owner desiring to exercise its rights under Section 9.2 in such a manner that would necessitate the use of substantially larger Utilities Systems or that would place such lines, equipment or devices in substantially different locations, then any such usage shall be subject to the approval of the Owner of the burdened Parcel, including any reasonable conditions imposed in connection therewith;

(e) the Owner of any Parcel that is subject to any easements established, created, and/or reserved herein shall retain all right, title, and interest in and to such property subject to the easements herein established, created, and/or reserved incident to the fee simple estate thereof and for any and all purposes not inconsistent with the use of the easement areas as expressly permitted herein. All work performed by or at the request of any Person in any easement area as provided in this Master Declaration shall be performed in a manner, which will not cause, suffer, or permit any lien, notice of lien, or claim of lien to attach to or encumber any such easement area. In the event such lien, notice of lien, or claim of lien is filed, the Person at whose request the services were performed or the materials were supplied shall remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien within fifteen (15) days of the later of (i) the date of the filing of such lien, notice of lien, claim of lien, or (ii) demand to remove the same. If such Person fails to remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien as required herein, the Owner of the Property which is the subject of the lien, notice of lien, or claim of lien, in addition to any other right or remedy it may have at law or in equity, may, but shall not be obligated to, remove such lien, notice of lien, or claim of lien by paying the amount claimed to be due. Within thirty (30) days after receiving written notice of the payment of the amount claimed to be due by such Owner, the Person at whose request the services were performed or the materials were supplied shall reimburse such Owner all amounts paid by such Owner in connection with the removal of such lien, notice of lien, or claim of lien, including any and all reasonable costs and expenses (including attorneys' fees) actually incurred by such Owner in conjunction with the same;

(f) the Owner of any Parcel that is subject to any easements established, created and/or reserved herein reserves the right to prohibit access to any portion of its Parcel for such reasonable period of time as may be legally necessary, in the opinion of such Owner, to prevent the acquisition of prescriptive rights by anyone; provided, however, prior to closing off any portion of its Parcel, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such action with each other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur.

ARTICLE 14: ENFORCEMENT

14.1 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions, and conditions of the Governing Documents by its Occupants.

14.2 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of the Governing Documents by the non-performing Owner (the "**Defaulting Owner**"): (a) the failure to make any payment required to be made hereunder or to remove any lien required to be removed hereunder within ten (10) days after written notice of default; and (b) the failure to observe or perform any of the covenants, conditions, or obligations of the Governing Documents, other than as described in (a) above, within twenty (20) days after the issuance of a written notice by another Owner (the "**Non-Defaulting Owner**") specifying the nature of the default claimed; provided, however,

with respect to those failures which cannot with due diligence be cured within said twenty (20) day period, such Owner shall not be deemed to be in default hereunder if such Owner commences to cure such default within such twenty (20) day period and thereafter diligently pursues such cure to completion within sixty (60) days thereafter.

14.3 Notice of Default. Non-Defaulting Owner or, upon written request of a Non-Defaulting Owner during the Development Period, Master Declarant shall send written notice of default to the Defaulting Owner. With respect to any default under Section 14.2(b) above, Master Declarant or any Non-Defaulting Owner (to the extent that Master Declarant has not previously exercised the following cure rights) shall have the right following the expiration of any applicable cure period (if any), but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, in the event such default shall constitute an Emergency, Master Declarant or Non-Defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, Master Declarant or the Non-Defaulting Owner shall have the right to enter upon the Building Parcel of the Defaulting Owner to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the default of its Occupants. In the event Master Declarant or any non-Defaulting Owner shall cure a default, the Defaulting Owner shall reimburse Master Declarant or the Non-Defaulting Owners, as applicable, for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 14.8, within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Owner does not reimburse the Master Declarant and/or the Non-Defaulting Owner as set forth above, Master Declarant and the Non-Defaulting Owner shall have all rights at law and in equity. The rights to cure the default of any other Owner shall not be deemed to: (a) impose any obligation on Master Declarant or a Non-Defaulting Owner to do so; (b) render Master Declarant or the Non-Defaulting Owner liable to the Defaulting Owner of any third Owner for an election not to do so; (c) relieve the Defaulting Owner from any performance obligation hereunder; or (d) relieve the Defaulting Owner from any indemnity obligation as provided in this Master Declaration.

14.4 Remedies Cumulative. Each Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in the Governing Documents, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another Owner or Occupant of any of the terms, covenants or conditions of the Governing Documents, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. The remedies provided in this Master Declaration shall be in addition to and not in substitution for any rights and remedies now or hereafter existing at law or in equity. The remedies provided in this Master Declaration or otherwise available shall be cumulative and may be exercised concurrently.

14.5 Failure to Enforce Not a Waiver. The failure of Master Declarant or any other Owner to enforce any provisions, covenants, conditions, restrictions, and/or obligations herein contained shall in no event be deemed to be a waiver of the right to thereafter enforce the same as to any continuing or subsequent violation or breach or attempted violation or breach of the same provision, covenant, condition, restriction, and/or obligation, whether occurring prior or subsequent thereto. No suit shall lie against Master Declarant, Master Declarant or any Owner or Occupant for any failure, refusal, or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

14.6 Inspection. Subsequent to reasonable written notice to the applicable Owner and/or Occupant, Master Declarant and its authorized representatives may, in the company of a representative of such Owner and/or Occupant, to the extent reasonably practicable, from time to time at any reasonable business hour or hours, enter and inspect any Building or Building Parcel to ascertain compliance with the Governing Documents and any other documents promulgated pursuant hereto.

14.7 Attorney's Fees; Charges. Every Defaulting Owner shall be obligated to pay the reasonable attorneys' fees and related costs and expenses, including court costs, actually incurred by the Non-Defaulting Owner in connection with the bringing of an action against such Defaulting Owner for the enforcement of the provisions of the Governing Documents, to the extent the Non-Defaulting Owner is a prevailing party in such action. All sums expended by the Non-Defaulting Owner in enforcing the Governing Documents, including, without limitation, sums expended pursuant to Section 10.4, shall be immediately due and payable by the Defaulting Owner and shall be deemed charges against each Defaulting Owner and such Defaulting Owner's Building Parcel(s). By purchasing or leasing property subject to this Master Declaration, each Occupant binds itself, its successors and assigns, to pay to any Non-Defaulting Owner the reasonable and actual cost to cure any violation hereunder.

14.8 Interest. Any time an Owner fails to pay any sum payable hereunder within ten (10) days after the due date, such Defaulting Owner shall pay interest on such amount, from the due date to and including the date such payment is received by the Owner entitled thereto, at the lesser of: (a) the highest rate permitted by law to be either paid on such type of obligation by the Owner obligated to make such payment or charged by the Owner to whom such payment is due, whichever is less; or (b) the Prime Rate, plus three percent (3%).

14.9 Certain Limitations on Remedies. None of the Persons comprising an Owner (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against an Owner. Each Owner agrees to look solely to the interest in the Building Parcel of a defaulting Owner for recovery of damages for any breach of the Governing Documents; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of Declarant:

(a) to recover from another Owner all damages and costs arising out or in connection with or on account of, a breach by such Owner of its obligations under the Governing Documents; or

(b) to pursue equitable relief in connection with any term, covenant or condition of the Governing Documents, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance, and recover all costs, including Interest thereon, relating to such enforcement action.

ARTICLE 15: DECLARANT'S RIGHTS

15.1 Transfer or Assignment of Master Declarant's Rights. Any or all of the special rights and obligations of Master Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to another Owner, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which Master Declarant has under this Master Declaration. Upon any such transfer, Master Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by Master Declarant and duly recorded in the Public Records.

15.2 Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Property without Master Declarant's prior review and written consent, during the Development Period. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect. No such instrument recorded by any Person, other than Master Declarant, may conflict with this Master Declaration.

15.3 Termination of Master Declarant Role. The role of Master Declarant as specified in the relevant sections of this Master Declaration shall continue until the first to occur of the following:

- (a) the expiration of the Development Period; or
- (b) when, in its sole and absolute discretion and without obligation, Master Declarant so determines and voluntarily relinquishes such rights in a written instrument.

Upon the earlier to occur of (a) and (b) above, Master Declarant shall record a written instrument evidencing such expiration or termination in the Public Records. At such time, the Person holding the role of Master Declarant shall be considered only an Owner as to any portions of the Property it owns and the role of Master Declarant as described herein shall cease to exist.

ARTICLE 16: GENERAL PROVISIONS

16.1 Duration.

(a) Unless terminated as provided in Section 13.1(b), the provisions of this Master Declaration shall run with title to and bind the Property and remain in effect perpetually to the extent permitted by law. To the extent that Georgia law limits the period during which covenants restricting the use of the land may run with the land, then to the extent consistent with such law, this Master Declaration shall apply for the initial term of twenty (20) years, commencing on the date this Master Declaration was recorded in the Public Records, and thereafter this Master Declaration shall be automatically extended for successive periods of twenty (20) years each. Notwithstanding the foregoing, if any of the covenants, conditions, restrictions or other provisions of this Master Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Georgia law, this Master Declaration may not be terminated during the Development Period without the prior written consent of Master Declarant. After twenty (20) years from the date of recording, this Master Declaration may be terminated only by an instrument signed by at least three-fourths of the Owners, and by Master Declarant, if Master Declarant owns any portion of the Property, which instrument complies with the requirements of O.C.G.A. § 44-5-60(d) and is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Master Declaration without the consent of the holder of such easement.

(c) Nothing in this Section shall be construed to permit termination of any easement created in this Master Declaration without the consent of the holder of such easement. In the event this Master Declaration is ever terminated, all easements which are designated herein as perpetual, permanent or otherwise as continuing beyond the term of this Master Declaration shall continue in full force and effect; shall not be affected in any manner whatsoever by the termination of this Master

Declaration; and shall continue to constitute covenants running with the land and be binding upon and inuring to the benefit of the Property.

16.2 Amendment.

(a) During the Development Period. Until the termination of the Development Period, Master Declarant may unilaterally amend this Master Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Building Parcels or Building Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans to make, purchase, insure, or guarantee Mortgage loans on the Building Parcels or Building Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, no such amendment shall not: (a) adversely affect the title to any Owner's Parcel absent the written consent of the Owner thereof; (b) alter the uses of the Parcels absent the written consent of the Owners thereof; or (c) alter any license, easement or other contractual rights contained in this Master Declaration without the written consent of the Person holding such license, easement or other contractual rights.

(b) After the Development Period. After the termination of the Development Period, this Master Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of at least two-thirds of the Owners, which consent shall not be unreasonably withheld, conditioned or delayed. However, any such amendment shall not: (i) adversely affect the title to any Owner's Building Parcel absent the written consent of the Owner thereof; (ii) alter the uses of the Building Parcels absent the written consent of the Owners thereof; or (iii) alter any license, easement or other contractual rights contained in this Declaration without the written consent of the Owner holding such license, easement or other contractual rights.

(c) Effectiveness of Amendment. If an Owner consents to any amendment to this Master Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Notwithstanding anything in subsection (a) or (b) above, if any such amendment burdens a particular Parcel or creates special obligations with respect to a particular Parcel, then the Owner of such Parcel (and any Mortgagee) must also consent to any such amendment. Any amendment to this Master Declaration shall become effective upon recordation of such amendment in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Master Declaration. Every Owner, by taking record title to any of the Parcels, and each holder of a Mortgage upon any portion of any of the Parcels, by acceptance of such Mortgage, hereby agrees that the terms, provisions, covenants and restrictions of this Master Declaration may be amended as provided in this Master Declaration. No amendment may remove, revoke, or modify any right or privilege of Master Declarant without the written consent of Master Declarant.

(d) Consent of Occupants Not Required. Notwithstanding that certain of the easements created hereby may ultimately run to the benefit of Occupants of all or part of the Property or other non-property owners, nothing contained in this Master Declaration shall imply that the consent of any such other benefited parties is required in connection with an amendment, modification or termination of this Declaration, unless expressly provided in this Master Declaration.

16.3 Plats. No Owner, other than Master Declarant during the Development Period, shall have the right to record, modify, amend, revise or otherwise add to a plat to be recorded in the Public Records that affects the Property in any way.

16.4 Estoppel Certificates. Each Owner, within ten (10) business days after receipt after receipt of written request from any other Owner or Mortgagee, as the case may be (the “**Requesting Party**”), shall execute, acknowledge and deliver to the Requesting Party or to any existing or prospective purchaser or mortgagee designated by the Requesting Party, a certificate (the “**Estoppel Certificate**”) stating, to such Owner’s knowledge, to the extent applicable:

(a) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

(b) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the Requesting Party and, if so, specifying the nature and extent thereof;

(c) the total amount of all sums owed as charges hereunder and all liens being asserted or capable of being asserted after giving notice, if any, required hereunder by the Person executing the Estoppel Certificate under the provisions of this Declaration, describing the applicable provisions and the details of any such lien claim; and

(d) the current address or address to which notices given to the Person executing such Estoppel Certificate are to be mailed; and

Such Estoppel Certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrances or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the Estoppel Certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrances has acted in reasonable reliance upon such Estoppel Certificate without knowledge of facts to the contrary. The issuance of an Estoppel Certificate shall in no event be construed to waive any rights of the issuer to challenge acts committed by other Owners for which approval by the issuer was required but not sought or obtained. The issuance of an Estoppel Certificate shall in no event subject the party executing such Estoppel Certificate to any liability for the negligent or inadvertent failure of such Owner to disclose correct and/or relevant information.

16.5 Fair Housing Amendments Act. The provisions of the Governing Documents shall be subordinate to the FHAA and shall be applied so as to comply with the FHAA. In the event that there is a conflict between or among the Governing Documents and the FHAA, the FHAA shall prevail. Notwithstanding anything to the contrary contained herein, in the event that any provision of this Master Declaration conflicts with the FHAA, the Master Declarant, without the consent of the Owners shall have the unilateral right to amend this Master Declaration for the purpose of bringing this Master Declaration into compliance with the FHAA.

16.6 Dispute Resolution. It is the intent of the Owners and Master Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Master Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents through alternative dispute resolution methods, such as mediation and arbitration. To foster the amicable resolution of disputes, the Master Declarant may adopt

alternative dispute resolution procedures. Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation. Each party is required to continue to perform its obligations under this Declaration pending final resolution of any dispute arising under this Agreement.

16.7 Severability. Invalidation of any provision of this Master Declaration, in whole or in part, or any application of a provision of this Master Declaration by judgment or court order shall in no way affect other provisions or applications.

16.8 Non-Merger. Notwithstanding the fact that Master Declarant is the current owner of the Property, it is the express intention of Master Declarant that the easements established in this Master Declaration for the benefit of the Property and Owners shall not merge into the fee simple estate of individual Building Parcels or Building Units conveyed by Master Declarant or its successor, but that the estates of Master Declarant and individual Owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Property shall be subject to the terms and provisions of this Master Declaration, regardless of whether the instrument of conveyance refers to this Master Declaration.

16.9 Grants. The parties hereby declare that this Master Declaration and the easements created herein shall be and constitute covenants running with the fee simple estate of the Property. The grants and reservations of easements in this Master Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Master Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Master Declaration.

16.10 Cumulative Effect; Conflict. The provisions of this Master Declaration shall be cumulative with any additional recorded covenants, restrictions and declarations applicable to any portion of the Property; provided, however, in the event of a conflict between this Master Declaration and such covenants, restrictions or declarations and/or the provisions of any articles of incorporation, by-laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, this Master Declaration and rules and regulations shall prevail over those of any portion of the Property. Nothing in this Section shall preclude any Supplemental Declaration or other recorded, covenants, restrictions and declarations applicable to any portion of the Property from containing additional covenants, restrictions or provisions which are more restrictive than the provisions of this Master Declaration or applicable Condominium Association shall have the standing and authority to enforce the same.

16.11 No Third Party Beneficiaries. No provision of this Master Declaration shall be construed to create any rights or benefits in any Person other than Master Declarant, Owner and their respective successors and assigns.

16.12 Use of the "The Grove at Towne Center" Name and Logo. No Person shall use the words "The Grove at Towne Center" or the logo for The Grove at Towne Center or any derivative in any printed or promotional material without Master Declarant's prior written consent; however, Owners may use the words "The Grove at Towne Center" in printed or promotional matter where such terms are used solely to specify that particular property is located within The Grove at Towne Center, and any other condominium association located in The Grove at Towne Center, and Master Declarant shall each be entitled to use the words "The Grove at Towne Center" in their names.

16.13 Temporary Closings. In order to establish that the ingress and egress easements and any access ways, located therein are and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, except as herein specifically

granted or as may be reasonably necessary in connection with the performance of any construction, repair, relocation, replacement or maintenance of the Improvements comprising such access ways, any utilities or any other Improvements, located or to be located in or on the ingress and egress easement areas, the Owner of any of the Building Parcels within the Property on which an ingress and egress easement is located, shall have the right to temporarily restrict access to the general public with respect to all or any portion of any such access way, to the extent and for such limited periods as shall be necessary to prevent such dedication or accrual or to permit such construction, repair, relocation, replacement or maintenance; provided, however, such Owner shall exercise the rights granted in this Section 14.13 in such a manner so as to neither cause any unnecessary interruption of or undue interference with the business use or the residential occupancy of any portion of another Building, nor unreasonably interfere with rights and privileges granted herein to the other Owners.

16.14 Compliance. Every Owner and Occupant of any Building Parcel or Building Unit shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Master Declarant, or by any aggrieved Owner to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity.

16.15 Exhibits. The Exhibits attached to this Master Declaration are incorporated herein by this reference and amendment of such exhibits shall be governed by the provisions of Section 15.2.

16.16 Time. If the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day. Time is declared to be of the essence.

16.17 Notice. Except as otherwise set forth herein, all notices permitted or required under the terms and provisions of this Master Declaration shall be in writing and shall be deemed to have been duly given as of the date and time such notice is received by the party to whom such notice is sent. Such notice shall be deemed received upon (a) hand delivery, (b) delivery by national overnight courier service and evidenced by a notation on the records of that courier that such notices were delivered to the party, (c) certified first class U.S. Mail, return receipt requested, and (e) via email (so long as a hard copy of such notice is sent within twenty-four hours by overnight courier service). All notices to the Master Declarant shall be sent to the following addresses:

Mid Cast Snellville, LLC
c/o MidCity Real Estate Partners
5605 Glenridge Ridge
One Premier Plaza
Suite 605
Atlanta, Georgia 30342
Attention: Kirk Demetrops
Email: kdemetrops@midcitypartners.com

With copies to:

Mid Cast Snellville, LLC
c/o CASTO Southeast Realty Services
5391 Lakewood Ranch Blvd.
Suite 100
Sarasota, Florida 34240
Attn: Brett Hutchens

Mid Cast Snellville, LLC
c/o CASTO Southeast Realty Services
215 E. Chatham Street
Suite 201
Cary, North Carolina 27511
Attn: Shannon Dixon

All Owners are required to provide current contact information (including delivery address and email address) to the Master Declarant. A Member may change its contact information at any time by providing written notice to the Master Declarant may change its address by filing a written instrument evidencing the new address in the Public Records and/or by delivering written notice in the manner set forth above to each Owner and, during the Development Period, to the Master Declarant.

16.18 Mortgagee Rights. Any Mortgagee shall have the right to enforce or perform any rights or obligations of any Owner or Occupant hereunder to the same extent as the Owner or Occupant of the portion of the applicable Building Parcel encumbered by such Mortgage may do so hereunder. The breach of any covenants or restrictions contained in this Maser Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith, but all of the provisions, restrictions and conditions contained herein shall be binding upon and effective against any Owner or Occupant of any portion of any of the Building Parcels that acquires title by foreclosure, trustee's sale, or by deed in lieu of foreclosure.

16.19 Reasonable Attorneys' Fees. All references to "reasonable attorneys' fees" in this Master Declaration shall mean reasonable attorneys' fees actually incurred, without regard to the statutory definition thereof in O.C.G.A. §13-1-11.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Master Declarant has executed this Master Declaration as of the date first above written.

Signed, sealed and delivered in
the presence of:

MASTER DECLARANT:

MID CAST SNELLVILLE LLC,
a Florida limited liability company

Witness

By: _____

Name: _____

Its: Manager

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

CONSENT OF LENDER
[ONLY ATTACH IF REQUIRED]

_____ (“**Lender**”), beneficiary under a Deed to Secure Debt and Security Agreement dated _____, and recorded on _____ in the Public Records at Deed Book _____, Page _____ (as amended from time to time, the “**Security Deed**”), for itself and its successors and assigns, approves the foregoing Master Declaration of Covenants, Conditions, and Restrictions for The Grove at Towne Center (the “**Master Declaration**”). Lender agrees and acknowledges that, upon recordation of the Master Declaration, the restrictive covenants contained in the Master Declaration will run with the land which serves as security for the debt evidenced by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Security Deed will not render void or otherwise impair the validity of the Master Declaration.

Executed this _____ day of _____, _____.

LENDER:

Signed, sealed and delivered in
the presence of:

_____,
a _____

Witness

By: _____

Name: _____

Notary Public

Its: _____

My Commission Expires:

[NOTARIAL SEAL]

EXHIBIT A
Description of the Property

[To Be Attached]

[Less and except the Parcel 4a(Library/Community)]

EXHIBIT B
Master Plan

[To Be Inserted]

EXHIBIT C
Parking Plan

[current exhibit is for reference only; to be replaced with plan(s) which are more legible and which use indicators other than colors (colors will not show up once recorded)]

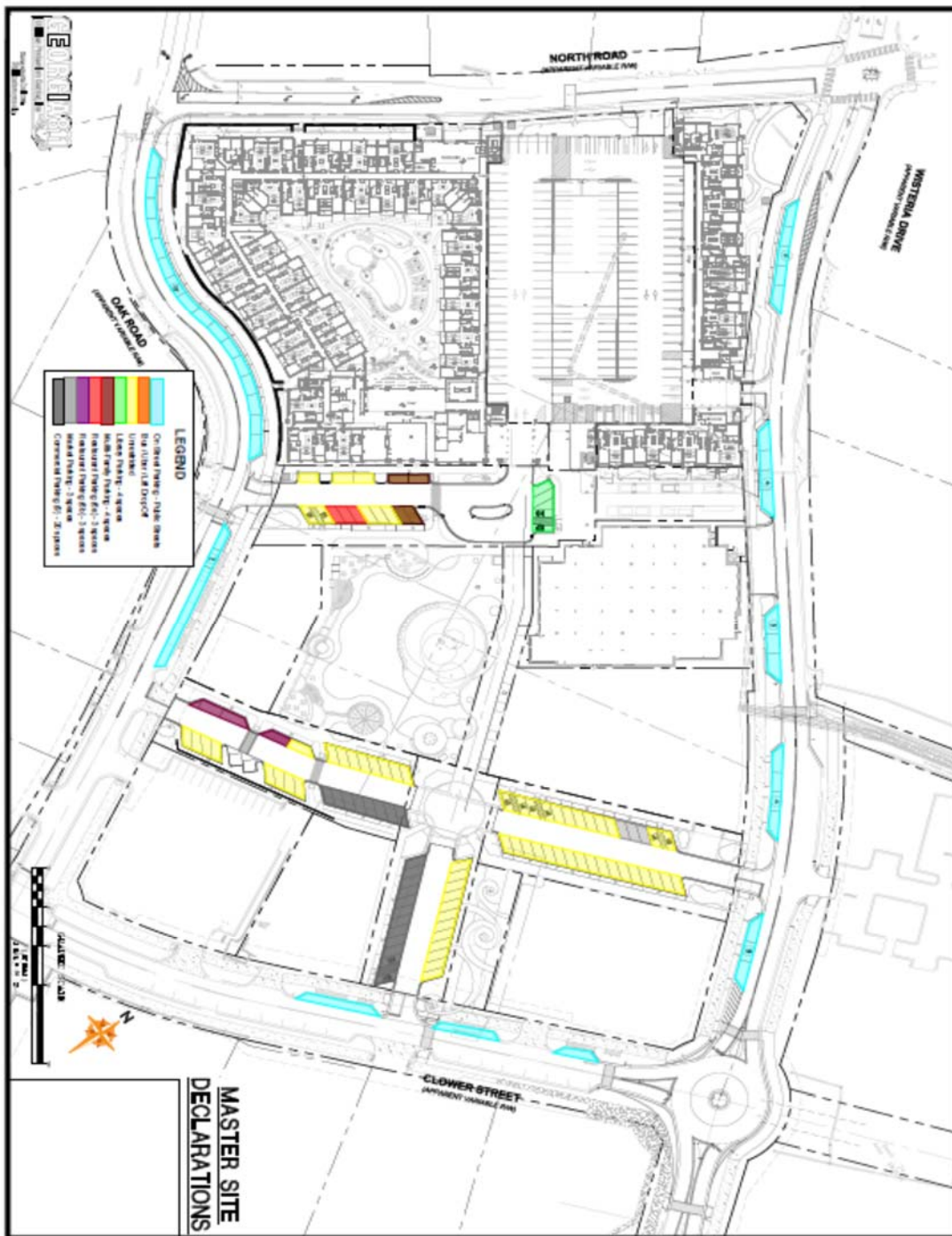


EXHIBIT D

Plans/Renderings of Parcel 3(Street A/ Library Plaza), Parcel 4a(Library/Community), Parcel 4b(Market), Parcel 5(Grove/Promenade), Parcel 7(Street B, Street C and Street C Pedestrian)

[To Be Inserted]

After recording, return to:
David P. Ansari, Esq.
Sheley, Hall, & Williams, P.C.
303 Peachtree Street NE
Suite 4440
Atlanta, Georgia 30308

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 2020 (the “**Effective Date**”), by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SNELLVILLE**, an authority created and existing under the Georgia Downtown Development Authorities Law (O.C.G.A. §36-42-1, *et al*) (the “**DDA**”), and **MID CAST SNELLVILLE, LLC**, a Florida limited liability company (“**MidCast**”; the DDA and MidCast are sometimes hereinafter each referred to as an “**Owner**” and collectively referred to as the “**Owners**”). ***[note: this document is to be recorded simultaneously with the acquisition of Phase I by MidCast]***

W I T N E S S E T H :

WHEREAS, MidCast is the fee owner of those certain parcels of real property located and being in the City of Snellville, Gwinnett County, Georgia and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the “**MidCast Property**”);

WHEREAS, the DDA is the fee owner of that certain real property located and being in the City of Snellville, Gwinnett County, Georgia and more particularly described on Exhibit B attached hereto and by this reference incorporated herein (the “**DDA Property**”), which includes that certain portion of the DDA Property labeled as “Parcel 14” on Exhibit C attached hereto and by this reference incorporated herein (“**Parcel 14**”); and

WHEREAS, the parties desire to grant, provide for, and establish certain rights, privileges, easements, duties, and obligations regarding Parcel 14, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which

are acknowledged, the parties, each intending to be legally bound hereby, covenant and agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as if restated in their entireties.

2. **Drainage Easement.** The DDA hereby grants, conveys, creates, establishes, promulgates and declares for the benefit and use of MidCast, and each of their respective successors and assigns, contractors, agents, tenants and occupants and their respective employees, customers and invitees (the contractors, agents, tenants and occupants and their respective employees, customers and invitees being referred to herein as "**Permittees**"), a non-exclusive right, privilege and perpetual drainage easement over, across, under, through and upon any and all stormwater and/or detention drainage lines, channels, basins, ponds and facilities now or hereinafter located on or under Parcel 14 or located on or under the MidCast Property or the DDA Property (the location of which shall be subject to the prior approval of all Owners) or across or under Wisteria Drive for purposes of draining stormwater and other natural or man-made water flow to channels, basins, ponds and facilities now or hereinafter located on Parcel 14 (the "**Drainage Facilities**"). The rights granted under this Paragraph 2 shall expressly include the right of ingress and egress over Parcel 14 as reasonably necessary in connection with the drainage easement herein. There shall be no fee, rent or charge payable by MidCast for the use of the Drainage Facilities or the easement described herein. Any permit fees applicable solely to the Drainage Facilities or the easement described herein shall be borne by the DDA.

3. **Construction Easement.** MidCast hereby grants, conveys, creates, establishes, promulgates and declares for the benefit of the DDA and its Permittees (the "**Temporary Construction Easement**") over, under, across, and through the MidCast Property, in locations reasonably approved by MidCast (the "**Temporary Construction Easement Area**"), for the sole purpose of performing the installation and construction work associated with connecting and tying into the Drainage Facilities, together with the right of ingress and egress in, over, and under said Temporary Construction Easement Area for the purposes set forth above. The Temporary Construction Easement shall commence upon the Effective Date and shall automatically expire, without the need of any further action from any Owner, on the earlier to occur of the following: (i) **[twelve (12) months]** after the date on which the DDA commences the installation and construction work associated with connecting and tying into the Drainage Facilities, or (ii) the completion of the DDA's installation and construction work associated with connecting and tying into the Drainage Facilities. The DDA shall be responsible for the sole cost and expense of constructing, installing, connecting and tying into, the Drainage Facilities and shall perform such work in a good and workmanlike manner.

4. **Reservation of Use.**

(a) The DDA shall, at its sole cost and expense, maintain, repair and upkeep Parcel 14 in a clean, safe, attractive and aesthetically pleasing condition, not visibly in disrepair, free from material obstructions and in compliance with all applicable laws and governmental requirements. No building, improvement or other structure or obstruction shall be permitted or maintained within Parcel 14, nor shall the grade of Parcel 14 be altered so as to materially interfere with the use thereof as contemplated by this Agreement, except that parking, paving, curbing,

striping, landscaping, fences, light poles, signage or similar easily moved improvements that do not materially interfere with the use of Parcel 14 shall be permitted.

(b) The DDA hereby reserves, for itself, its successors and assigns and their respective Permittees, a non-exclusive right, privilege and perpetual drainage easement over, across, under, through and upon the Drainage Facilities, together with the right of ingress and egress over Parcel 14 as reasonably necessary in connection with the rights reserved herein.

5. **Easement Maintenance and Repair.** The DDA, at its sole cost and expense, shall pay any and all taxes levied on or assessed against Parcel 14 and any improvements thereon. The DDA shall maintain, repair and replace Parcel 14 and the Drainage Facilities and keep the same in good repair and condition, at the DDA's sole cost and expense, except and to the extent that any such repair, replacement or maintenance is required as a result of the negligence or willful misconduct of MidCast or its Permittees, in which case, said costs shall be paid in full solely by MidCast. With respect to the maintenance of the Drainage Facilities, same must be sufficient at all times to detain water for the MidCast Property and the DDA Property, and any repairs or improvements required for such purpose shall be at the DDA's sole cost and expense. In addition, the DDA shall engage a civil engineer mutually approved by the Owners to perform annual inspections of the Drainage Facilities. If any such report finds that the Drainage Facilities are not in compliance with applicable laws or require repair on maintenance in order to remain in compliance with applicable laws, then the DDA shall promptly complete such work.

6. **Defaults; Self-Help.** If any Owner fails to perform any of the obligations under this Agreement and such failure continues for thirty (30) days after written notice from the non-defaulting Owner (unless the matter in question is curable but not reasonably susceptible of cure by the defaulting Owner within such 30-day period, then the defaulting Owner shall have such additional time as may reasonably be necessary, but not more than an additional thirty (30) days, within which to affect curative action provided that the defaulting Owner institutes the curative action within such initial 30-day period and prosecutes the same diligently to completion), then, upon an additional ten (10) days written notice (except in emergency situations where no notice is required), the non-defaulting Owner shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting Owner. If the non-defaulting Owner exercises this self-help right, then, within thirty (30) days after receipt of a written invoice from the non-defaulting Owner, the defaulting Owner shall reimburse all costs reasonably incurred by the non-defaulting Owner in curing such default. If the defaulting Owner fails or refuses to pay such costs when due, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner for reimbursement plus interest at the rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law. Interest shall accrue from the date said costs were due and payable to and including the date said costs are paid in full. All parties entitled to enforce this Agreement shall, in addition to this self-help remedy, be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein. Notwithstanding anything to the contrary in this Agreement, in no event shall either Owner be liable to the other Owner for indirect, special, punitive or consequential damages nor shall either Owner cause any of the easements contained herein to be terminated. Each Owner hereby grants, conveys and establishes for the benefit of the other Owner and such Owner's property a temporary, non-exclusive easement for the purpose of performing maintenance and

repair pursuant to the terms of this paragraph and the portions of such Owner's property necessary to exercise the self-help rights set forth herein.

7. **Restoration.** In the event that any work performed by an Owner pursuant to the provisions of this Agreement causes any physical damage or destruction to the property of the other Owner, the Owner undertaking such work shall promptly restore, at its sole cost and expense, the affected property to at least as good a condition as existed prior to the commencement of such work.

8. **Estoppel Certificate.** Within ten (10) days after receipt of a written request therefor, any Owner shall provide the other Owner(s) with a written estoppel certificate confirming that there is no existing default under this Agreement or, if such a default exists, then the nature of such default.

9. **Insurance.** The DDA shall insure such portions of Parcel 14 over which any easements hereunder exist, in amounts and with coverages as would be customarily carried by reasonably prudent persons owning or operating properties similar to such property.

10. **Indemnification.** The Owners agree that, to the fullest extent permitted by law, the Owners each hereby indemnify, and agree to defend and hold harmless, the other Owner and such Owners' past, present and future members, partners, owners, principals, consultants and each of their respective Permittees (collectively, the "**Indemnitees**") from and against any and all claims, liabilities, suits, obligations, fines, penalties, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and disbursements) that may be imposed upon, actually incurred by or asserted against the other Owner arising out of injuries to or death of persons or damage to property resulting from the negligent acts or willful misconduct of such Owner and/or any of its Permittees with respect to such Owner's obligations or the exercise of such Owner's rights under this Agreement, except to the extent caused by any negligence or willful misconduct of the other Owner or its Indemnitees.

11. **No Rights in Public Generally.** The easements and rights created, reserved and established hereunder are not intended to and shall not create any easements, rights, or privileges in or for the benefit of the general public.

12. **Notices.** Any notice, demand, or request, which is required or permitted hereunder, shall be deemed effective for all purposes hereunder when hand delivered in person (including delivery by reputable courier companies) or posted with the United States Postal Service, certified mail, postage prepaid as follows (which addresses may be changed by an Owner with written notice thereof to the other Owner):

To DDA: Downtown Development Authority of Snellville
 c/o City of Snellville / Eric Van Otteren
 2342 Oak Road
 Snellville, GA 30078
 Email: DDA@SNELLVILLEGA.GOV

With a copy to: Blake Sharpton

Butler Snow LLP
1170 Peachtree Street NE, Suite 1900
Atlanta, Georgia 30309
Email: Blake.Sharpton@butlersnow.com

To MidCast: Mid Cast Snellville, LLC
c/o MidCity Real Estate Partners
5605 Glenridge Drive NE
Suite 605
Atlanta, Georgia 30342
Attn.: Kirk Demetrops
Email: kdemetrops@midcitypartners.com

With copies to: c/o CASTO Southeast Realty Services
5391 Lakewood Ranch Blvd.
Suite 100
Sarasota, Florida 34240
Attn.: Brett Hutchens
Email: bhutchens@castoinfo.com

c/o CASTO Southeast Realty Services
215 E. Chatham St.
Suite 201
Cary, North Carolina 27511
Attn.: Shannon Dixon
Email: sdixon@castoinfo.com

Sheley, Hall & Williams, P.C.
303 Peachtree Street NE
Suite 4440
Atlanta, Georgia 30308
Attn.: Raymond P. Sheley, Esq.
Email: raymond@sheleyhall.com

13. **No Obligation to Enforce.** No Owner shall be under any obligation to take any action to enforce the terms of this Agreement or to exercise any of the rights, privileges or easements hereunder.

14. **No Partnership or Joint Venture.** This Agreement does not create an association, partnership, joint venture or a principal and agency relationship between the Owners.

15. **No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to create any rights or benefits in any person or entity other than the Owners; provided, however, that the Owners shall have the right to grant rights to use the easements established hereunder to tenants, occupants and guests of their respective properties and their respective employees and invitees.

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

17. **Cumulative Rights; No Waiver.** Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

18. **Construction and Headings.** This Agreement shall be construed and interpreted under the laws of the State of Georgia. The captions of each paragraph of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and shall not be construed to limit or change the meaning of the language of this Agreement taken by paragraph or as a whole.

19. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. **Amendments.** Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by all Owners.

21. **Duration; Covenants Running with the Land.** This Agreement and the easements granted hereby shall run with, bind title to and insure to the benefit of the MidCast Property, the DDA Property and Parcel 14, shall run with, bind title to and burden Parcel 14, each of the respective Owners thereof and their respective successors, assigns, and successors-in-title and shall be and remain in effect perpetually to the extent permitted by Georgia law. Any reference in this Agreement to the DDA or MidCast shall be construed to include the heirs, executors, administrators, successors, successors-in-title, representatives and assigns (either voluntarily by act of the parties or involuntarily by operation of law) of the same, and shall include the plural if there should be more than one or as the context may require, but shall exclude any persons or entities who shall have title merely as security for the payment of any debt or performance of other obligations. The owners from time to time of the property encumbered hereby shall only be liable hereunder for costs accruing during and with respect to the period of their respective ownership. Any transferee of any portion of the MidCast Property, the DDA Property or Parcel 14 shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement.

Notwithstanding anything in the foregoing or this Agreement to the contrary, the obligations, liabilities and responsibilities of the DDA hereunder with respect to Parcel 14 and the Drainage Facilities shall only run with, bind title to and burden Parcel 14 and the owner(s) from

time to time thereof, and shall not be binding upon the owner(s) from time to time of any other portion of the DDA Property.

22. **No Reverter.** No covenant or restriction herein is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating the possibility of a reverter.

23. **No Merger.** There shall be no merger of the easements granted hereby with the fee estate of any party, by reason of the fact that a party or any one or more of the Owners may own or hold (i) the estate or interest encumbered by such easement and (ii) the fee estate of any of the MidCast Property, the DDA Property or Parcel 14; and no such merger shall occur until such parties and such Owner or Owners, as the case may be, execute a written statement or instrument affecting such merger and shall duly record the same.

24. **Mortgage Subordination.** Any mortgage, security deed or deed of trust affecting any portion of the property affected hereby (collectively, a "**Security Deed**") shall at all times be subject and subordinate to the terms of this Agreement and any party foreclosing any such Security Deed, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. ***[insert Consent/Joinder of mortgagee if applicable]***

[SIGNATURES COMMENCE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first above written.

THE DDA:

Signed, sealed and delivered in
the presence of:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
SNELLVILLE**

Unofficial Witness

Notary Public

By: _____
Name: _____
Title: _____

MY COMMISSION EXPIRES:

(NOTARIAL SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

(NOTARIAL SEAL)

MIDCAST:

MID CAST SNELLVILLE, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE MIDCAST PROPERTY

[to be inserted; will be all of Phase I]

EXHIBIT B

LEGAL DESCRIPTION OF THE DDA PROPERTY

[to be inserted; will be all of Phase II]

EXHIBIT C

PARCEL 14

[to be inserted]

After recording, return to:
Sheley, Hall, & Williams, P.C.
303 Peachtree Street NE
Suite 4440
Atlanta, Georgia 30308
Attn: David Ansari

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 2021 (the “**Effective Date**”), by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SNELLVILLE**, an authority created and existing under the Georgia Downtown Development Authorities Law (O.C.G.A. §36-42-1, *et al*) (the “**DDA**”), and **MID CAST SNELLVILLE, LLC**, a Florida limited liability company (“**MidCast**”; the DDA and MidCast are sometimes hereinafter each referred to as an “**Owner**” and collectively referred to as the “**Owners**”). *[note: this document is to be recorded simultaneously with the acquisition of Parcels 11 and 12 by MidCast]*

W I T N E S S E T H :

WHEREAS, MidCast is the fee owner of those certain parcels of real property known as Parcel 11 (“**Parcel 11**”) and Parcel 12 (“**Parcel 12**”) located and being in the City of Snellville, Gwinnett County, Georgia, each of which are more particularly described on Exhibit A attached hereto and by this reference incorporated herein (collectively, the “**MidCast Property**”);

WHEREAS, the DDA is the fee owner of that certain real property located and being in the City of Snellville, Gwinnett County, Georgia and more particularly described on Exhibit B attached hereto and by this reference incorporated herein (“**Parcel 13**”); and

WHEREAS, the parties desire to grant, provide for, and establish certain rights, privileges, easements, duties, and obligations regarding Parcel 13, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged, the parties, each intending to be legally bound hereby, covenant and agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as if restated in their entireties.

2. **Access Easement.** The DDA hereby grants, conveys, creates, establishes, promulgates, and declares for the benefit and use of MidCast, and its contractors, agents, tenants and occupants and their respective employees, customers and invitees (the contractors, agents, tenants and occupants and their respective employees, customers and invitees being referred to herein as “**Permittees**”), non-exclusive rights, privileges and perpetual easements appurtenant to the MidCast Property to go over, across and upon the sidewalks, roadways and driveways (or portions thereof) from time to time existing on Parcel 13 for vehicular and pedestrian ingress and egress. MidCast and its Permittees shall observe reasonable safety precautions in the use of Parcel 13. In no event shall the easements and rights granted herein ever be hindered or prohibited by the DDA or any party acting by, through or under the DDA, except for incidental periods in connection with the maintenance, repair, or other customary practices with respect to Parcel 13 after reasonable prior written notice to MidCast.

3. **Parking Easement.** The DDA hereby grants, conveys, creates, establishes, promulgates and declares for the benefit and use of MidCast and its Permittees, perpetual, non-exclusive easements, rights and privileges appurtenant to the MidCast Property to use any parking spaces from time to time located on Parcel 13 for vehicular parking at all times and at any times. In no event shall the exclusive easements and rights granted herein ever be hindered or prohibited by the DDA or any party acting by, through or under the DDA, except only during temporary periods as may be reasonably necessary in connection with the maintenance and repair of the improvements on Parcel 13 after reasonable prior written notice to MidCast. The DDA covenants and agrees (i) to use commercially reasonable means to enforce the rights and easements granted herein, including, without limitation, ticketing, immobilizing and/or towing violators, and (ii) to not grant any other rights or easements to ~~or encourage the use of such parking spaces by~~ anyone other than MidCast, as the owner of the MidCast Property, and its Permittees. ~~The DDA further grants MidCast and its Permittees the right and easement appurtenant to the MidCast Property to use commercially reasonable means to enforce and protect the rights and easements granted herein, including, without limitation, the right to ticket, immobilize or tow violators, install signage, paint spaces and to implement such other measures as may be reasonably necessary to reserve such parking spaces for the exclusive use of MidCast and its Permittees. Any such enforcement measures undertaken by MidCast shall be at MidCast's sole cost and expense (notwithstanding anything in this Agreement, including, without limitation, Paragraphs 7 and 8 below, to the contrary).~~

4. **Easements for Utilities.** The DDA hereby grants, conveys, creates, establishes, promulgates and declares for the benefit and use of MidCast, and its Permittees, a non-exclusive right, privilege and perpetual easement appurtenant to the MidCast Property over, upon, across and under Parcel 13 to construct, install, use and/or tap on or tie into any utility lines, pipes, poles, and facilities to serve the MidCast Property with utilities, including, without limitation, electric, telecommunications, water service (domestic and fire protection), stormwater, sanitary sewer and gas utilities, together with a non-exclusive perpetual access easement to operate, repair, replace, and maintain such lines and facilities, provided that (i) all such work and subsequent use of the utilities shall be in accordance with all applicable laws and other governmental requirements; and (ii) MidCast shall obtain any necessary consents or approvals from the applicable utility companies

and/or municipal provider of such service for any such work or tapping on or tying into any existing utility lines.

5. **Right to Improve; Construction Easement.**

(a) The DDA hereby grants MidCast, and its Permittees, the non-exclusive easement, right and privilege appurtenant to the MidCast Property, to, from time to time and at any time, improve Parcel 13 (including, without limitation, the right to install roads, sidewalks, parking spaces, hardscape, landscape, signage and lighting and related facilities), at MidCast's sole cost and expense and with the DDA's prior written approval, which shall not be unreasonably withheld, conditioned or delayed (any such improvements installed by or on behalf of MidCast being the "**Parcel 13 Improvements**"); provided, however, that no such approval shall be required from the DDA for any Parcel 13 Improvements to the extent such improvements are substantially similar to the those attached hereto as Exhibit C. MidCast hereby agrees that the Parcel 13 Improvements shall, at a minimum, consist of a two-way drive aisle and shall not prevent access from Wisteria Drive SW to Parcel 14 (which Parcel 14 is depicted on Exhibit D attached hereto), except on a temporary basis during the construction, maintenance, repair or replacement of the Parcel 13 Improvements. The Owner of Parcel 11 and Parcel 12 shall share equally in the cost of any such Parcel 13 Improvements, unless otherwise agreed in writing by such Owners; provided, however, that no such Parcel 13 Improvements shall be constructed without the prior written consent of both Parcel 11 and Parcel 12 Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) In connection with the Parcel 13 Improvements, the DDA hereby grants, conveys, creates, establishes, promulgates and declares for the benefit and use of MidCast, and its Permittees, from time to time, a non-exclusive construction and access easement appurtenant to the MidCast Property (the "**Temporary Construction Easement**") over, upon, under, across, and through Parcel 13, for the purpose of performing the Parcel 13 Improvements. The Temporary Construction Easement shall commence upon the commencement of construction of any of the Parcel 13 Improvements, from time to time, and shall automatically expire, without the need of any further action from any Owner, as of the completion thereof.

6. **Reservation of Use.** Except as otherwise expressly set forth in Paragraph 7 below, the DDA shall, at its sole cost and expense, maintain, repair and upkeep Parcel 13 in a clean, safe, attractive and aesthetically pleasing condition, not visibly in disrepair, free from material obstructions and in compliance with all applicable laws and governmental. No building, improvement or other structure or obstruction shall be permitted or maintained on or within Parcel 13, nor shall the grade of Parcel 13 be altered so as to materially interfere with the use thereof as contemplated by this Agreement, and the DDA shall not install any improvements (including, without limitation, parking, paving, curbing, striping, landscaping, fences, light poles, signage and related facilities) or remove or reconfigure any Parcel 13 Improvements without the prior written consent of MidCast.

7. **Maintenance and Repair.** The DDA, at its sole cost and expense, shall pay any and all taxes levied on or assessed against Parcel 13 and any improvements thereon. Prior to the commencement date of MidCast's construction of any or all of the Parcel 13 Improvements, the DDA shall, at its sole cost and expense, maintain, repair and replace Parcel 13 and any

improvements thereon at its sole cost and expense in accordance with Paragraph 6 above. As of the commencement date of MidCast's construction of any or all of the Parcel 13 Improvements, MidCast shall maintain, repair and replace the Parcel 13 Improvements and keep the same in good working condition (and the DDA hereby grants, conveys establishes, and declares for the benefit and use of MidCast, and its Permittees, a non-exclusive right, privilege and perpetual easement appurtenant to the MidCast Property to go over, across, upon and under and to utilize Parcel 13 to the extent necessary for such maintenance, repair and replacement); provided, however, (i) the cost of any security, trash or similar services provided to Parcel 13 shall be at the DDA's sole cost and expense, and (ii) the cost of maintenance, repair and replacement of the Parcel 13 Improvements shall be allocated between the Owners in accordance with each Owner's Proportionate Share (as defined in Paragraph 8(a) below), except and to the extent that any such repair, replacement or maintenance is required as a result of the negligence or willful misconduct of any one Owner or its Permittees, in which case, said costs shall be paid in full solely by the responsible Owner.

8. **General Conditions; Cost Sharing.**

(a) As used in this Agreement, each Owner's "**Proportionate Share**" shall be as follows:

The MidCast Property: **50%** (which shall be allocated equally between Parcel 11 and Parcel 12, unless otherwise reallocated pursuant to a written agreement between the owner(s) of Parcel 11 and Parcel 12 from time to time)

Parcel 13: **50%**

(b) For any repair, replacement or maintenance work, the cost of which is shared by the Owners pursuant to Paragraph 7 above and that is expected to cost the DDA more than \$20,000.00 (in the aggregate) ("**Major Work**"), MidCast shall submit a written proposal to the DDA that includes a scope of work and a budget. The DDA shall have the right to review and object to the proposed Major Work or any portion thereof for a period of fifteen (15) days following receipt of such proposal. Failure of the DDA to object in writing to the proposed Major Work within such fifteen (15) day period shall be deemed to be an approval of same. If the DDA timely notifies MidCast in writing of objections to the proposed Major Work, (i) the parties shall use good faith, commercially reasonable efforts to resolve any differences with respect to the proposed Major Work, and (ii) such proposed Major Work shall not take place unless both parties have agreed in writing to a scope and budget for such proposed Major Work; provided, however, that MidCast may proceed with any such Major Work without the DDA's consent therefor, so long as MidCast agrees to be solely responsible for the costs and expenses thereof to the DDA in excess of \$20,000.00). Notwithstanding the foregoing, prior approval by the parties shall not be required (and the parties shall remain responsible for their respective Proportionate Shares of the costs) in the case of (A) any emergency that could reasonably pose threat of injury or destruction of property, or (B) any deficiency, violation or other condition that could reasonably result in any fines or other penalties by any applicable governing authority.

(c) If the DDA fails to pay its Proportionate Share of the costs of maintenance, replacement or repair due hereunder within twenty (20) days after receipt of a written invoice and

reasonable supporting documentation, MidCast shall provide written notice of such failure to the DDA (provided that MidCast shall not be obligated to provide such notice and opportunity to cure more than one (1) time during any twelve (12) month period) and if the DDA fails to pay its Proportionate Share of such costs within ten (10) days after receipt of such notice, then such failure constitute a default and legal action may thereafter be instituted against the DDA for reimbursement plus interest at the rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law. Interest shall accrue from the date said costs were due and payable to and including the date said costs are paid in full.

9. **Defaults; Self-Help.** Except as otherwise expressly provide in Paragraph 8 above, if any Owner fails to perform any of the obligations under this Agreement and such failure continues for thirty (30) days after written notice from the non-defaulting Owner (unless the matter in question is curable but not reasonably susceptible of cure by the defaulting Owner within such 30-day period, then the defaulting Owner shall have such additional time as may reasonably be necessary, but not more than an additional thirty (30) days, within which to affect curative action provided that the defaulting Owner institutes the curative action within such initial 30-day period and prosecutes the same diligently to completion), then, upon an additional ten (10) days written notice (except in emergency situations where no notice is required), the non-defaulting Owner shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting Owner. If the non-defaulting Owner exercises this self-help right, then, within thirty (30) days after receipt of a written invoice from the non-defaulting Owner, the defaulting Owner shall reimburse all costs reasonably incurred by the non-defaulting Owner in curing such default. If the defaulting Owner fails or refuses to pay such costs when due, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner for reimbursement plus interest at the rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law. Interest shall accrue from the date said costs were due and payable to and including the date said costs are paid in full. All parties entitled to enforce this Agreement shall, in addition to this self-help remedy, be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein. Notwithstanding anything to the contrary in this Agreement, in no event shall either Owner be liable to the other Owner for indirect, special, punitive or consequential damages nor shall either Owner cause any of the easements contained herein to be terminated. Each Owner hereby grants, conveys and establishes for the benefit of the other Owner and such Owner's property a temporary, non-exclusive easement for the purpose of performing maintenance and repair pursuant to the terms of this paragraph and the portions of such Owner's property necessary to exercise the self-help rights set forth herein.

10. **Restoration.** In the event that any work performed by an Owner pursuant to the provisions of this Agreement causes any physical damage or destruction to the property of the other Owner, the Owner undertaking such work shall promptly restore, at its sole cost and expense, the affected property to at least as good a condition as existed prior to the commencement of such work.

11. **Estoppel Certificate.** Within ten (10) days after receipt of a written request therefor, either Owner shall provide the other Owner with a written estoppel certificate confirming that there is no existing default under this Agreement or, if such a default exists, then the nature of such default.

12. **Insurance.** MidCast shall cause its contractors to maintain commercial general liability insurance in the minimum amount of \$1,000,000.00, naming the DDA as an additional insured, as well as worker's compensation insurance as required by the State of Georgia and shall deliver to the DDA a certificate of insurance evidencing such insurance upon receipt of written request. The DDA shall maintain, or shall cause to be maintained, in full force and effect at all times during the term of this Agreement a comprehensive general public liability insurance policy in the minimum amount of \$1,000,000.00.

13. **Indemnification.** The Owners agree that, to the fullest extent permitted by law, the Owners each hereby indemnify, and agree to defend and hold harmless, the other Owner and such Owner's past, present and future members, partners, owners, principals, consultants and each of their respective Permittees (collectively, the "**Indemnitees**") from and against any and all claims, liabilities, suits, obligations, fines, penalties, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and disbursements) that may be imposed upon, actually incurred by or asserted against the other Owner arising out of injuries to or death of persons or damage to property resulting from the negligent acts or willful misconduct of such Owner and/or any of its Permittees with respect to such Owner's obligations or the exercise of such Owner's rights under this Agreement, except to the extent caused by any negligence or willful misconduct of the other Owner or its Indemnitees.

14. **No Rights in Public Generally.** The easements and rights created, reserved and established hereunder are not intended to and shall not create any easements, rights, or privileges in or for the benefit of the general public, and, from time to time and at any time, either Parcel 11 Owner or Parcel 12 Owner may close access to all or any portion of the parking spaces on Parcel 13 serving its property on a temporary bases as necessary to prevent the acquisition by operation of law of rights by third parties or the public

15. **Notices.** Any notice, demand, or request, which is required or permitted hereunder, shall be deemed effective for all purposes hereunder when hand delivered in person (including delivery by reputable courier companies) or posted with the United States Postal Service, certified mail, postage prepaid as follows (which addresses may be changed by an Owner with written notice thereof to the other Owner):

To DDA: Downtown Development Authority of Snellville
c/o City of Snellville / Eric Van Otteren
2342 Oak Road
Snellville, GA 30078
Email: [REDACTED]

With a copy to: Blake Sharpton
Butler Snow LLP
1170 Peachtree Street NE, Suite 1900
Atlanta, Georgia 30309
Email: Blake.Sharpton@butlersnow.com

To MidCast: Mid Cast Snellville, LLC
c/o MidCity Real Estate Partners

5605 Glenridge Drive NE
Suite 605
Atlanta, Georgia 30342
Attn.: Kirk Demetrops
Email: kdemetrops@midcitypartners.com

c/o CASTO Southeast Realty Services
5391 Lakewood Ranch Blvd.
Suite 100
Sarasota, Florida 34240
Attn.: Brett Hutchens
Email: bhutchens@castoinfo.com

c/o CASTO Southeast Realty Services
215 E. Chatham St.
Suite 201
Cary, North Carolina 27511
Attn.: Shannon Dixon
Email: sdixon@castoinfo.com

16. **No Obligation to Enforce.** Neither Owner shall be under any obligation to take any action to enforce the terms of this Agreement or to exercise any of the rights, privileges or easements hereunder.

17. **No Partnership or Joint Venture.** This Agreement does not create an association, partnership, joint venture or a principal and agency relationship between the Owners.

18. **No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to create any rights or benefits in any person or entity other than the Owners; provided, however, that the Owners shall have the right to grant rights to use the easements established hereunder to tenants, occupants and guests of their respective properties and their respective employees and invitees.

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

20. **Cumulative Rights; No Waiver.** Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

21. **Construction and Headings.** This Agreement shall be construed and interpreted under the laws of the State of Georgia. The captions of each paragraph of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and shall not be construed to limit or change the meaning of the language of this Agreement taken by paragraph or as a whole.

22. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

23. **Amendments.** Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by both Owners.

24. **Duration; Covenants Running with the Land.** This Agreement and the rights, privileges and easements granted hereby shall run with, bind title to and inure to the benefit of and be an appurtenance to the MidCast Property and shall run with, bind title to and burden Parcel 13, each of the respective Owners thereof and their respective successors, assigns, and successors-in-title and shall be and remain in effect perpetually to the extent permitted by Georgia law. Any reference in this Agreement to the DDA or MidCast shall be construed to include the heirs, executors, administrators, successors, successors-in-title, representatives and assigns (either voluntarily by act of the parties or involuntarily by operation of law) of the same, and shall include the plural if there should be more than one or as the context may require, but shall exclude any persons or entities who shall have title merely as security for the payment of any debt or performance of other obligations. The owners from time to time of the property encumbered hereby shall only be liable hereunder for costs accruing during and with respect to the period of their respective ownership. Any transferee of any portion of the MidCast Property or Parcel 13 shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement.

25. **No Reverter.** No covenant or restriction herein is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating the possibility of a reverter.

26. **No Merger.** There shall be no merger of the easements granted hereby with the fee estate of any party, by reason of the fact that a party or any one or more of the Owners may own or hold (i) the estate or interest encumbered by such easement and (ii) the fee estate of any of the MidCast Property or Parcel 13; and no such merger shall occur until such parties and such Owner or Owners, as the case may be, execute a written statement or instrument affecting such merger and shall duly record the same.

27. **Mortgage Subordination.** Any mortgage, security deed or deed of trust affecting any portion of the property affected hereby (collectively, a "**Security Deed**") shall at all times be subject and subordinate to the terms of this Agreement and any party foreclosing any such Security Deed, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. **[insert Consent/Joinder of mortgagee if applicable]**

[SIGNATURES COMMENCE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first above written.

THE DDA:

Signed, sealed and delivered in
the presence of:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
SNELLVILLE**

Unofficial Witness

Notary Public

By: _____
Name: _____
Title: _____

MY COMMISSION EXPIRES:

(NOTARIAL SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

MIDCAST:

Signed, sealed and delivered in
the presence of:

MID CAST SNELLVILLE, LLC,
a Florida limited liability company

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

MY COMMISSION EXPIRES:

(NOTARIAL SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF THE MIDCAST PROPERTY

[to be inserted; will be Parcels 11 and 12]

EXHIBIT B

LEGAL DESCRIPTION OF PARCEL 13

[to be inserted]

EXHIBIT C

SPECIFICATIONS FOR PARCEL 13 IMPROVEMENTS

[to be inserted]

EXHIBIT D

DEPICTION OF PARCEL 14

[to be inserted]

PROPERTY DESCRIPTION

Being two (2) strips or tracts of land lying in the City of Snellville, the first being in Land Lot 39, 5th District, Gwinnett County, Georgia and the second being in Land Lot 26 of the aforesaid District and both being shown on a R/W Acquisition Exhibit prepared by TerraMark Land Surveying, Inc., attached hereto and more particularly described as follows:

Tract 1

To find the Point of Beginning of the first strip or tract of land, commence at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.93; East: 2,341,657.63; thence, leaving the said point and running with the said line of North Road, North 34° 27' 08" East, 184.49 feet; thence, 182.72 feet along the arc of a curve deflecting to the left, having a radius of 2,306.83 feet and a chord bearing and distance of North 32° 29' 03" East, 182.67 feet; thence, South 29° 38' 47" East, 6.18 feet; thence, North 30° 42' 52" East, 153.96 feet to a point of intersection with the Southwesterly Right-of-Way Line of Wisteria Drive (an apparent variable width right of way); thence, running with the said line of Wisteria Drive, South 58° 14' 28" East, 0.98 feet to the True Point of Beginning of the herein described strip or tract of land; thence, leaving the said Point of Beginning and running

1. North 31° 11' 12" East, 49.90 feet; thence,
2. North 87° 28' 26" East, 22.20 feet; thence,
3. South 36° 14' 21" East, 32.74 feet; thence,
4. 43.35 feet along the arc of a curve deflecting to the left, having a radius of 887.53 feet and a chord bearing and distance of South 37° 38' 28" East, 43.35 feet; thence,
5. South 03° 38' 06" West, 8.12 feet; thence,
6. 117.96 feet along the arc of a curve deflecting to the left, having a radius of 778.66 feet and a chord bearing and distance of South 45° 53' 41" East, 117.85 feet; thence,
7. 13.46 feet along the arc of a curve deflecting to the left, having a radius of 887.53 feet and a chord bearing and distance of South 47° 26' 23" East, 13.46 feet to a point on the aforesaid line of Wisteria Drive; thence, running with the said line of Wisteria Drive
8. North 58° 14' 28" West, 220.96 feet to the Point of Beginning, containing 6,145 square feet or 0.1411 of an acre of land, more or less.

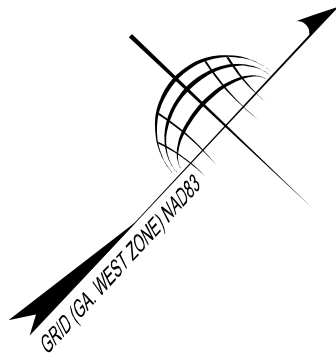
Together With:

Tract 2

To find the Point of Beginning of the second strip or tract of land, commence at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.93; East: 2,341,657.63; thence, leaving the said point and running with the said line of Oak Road, South 46° 00' 07" East, 58.30 feet; thence, 152.50 feet along the arc of a curve deflecting to the left, having a radius of 160.99 feet and a chord bearing and distance of South 72° 58' 48" East, 146.86 feet; thence, 102.60 feet along the arc of a curve deflecting to the right, having a radius of 189.15 feet and a chord bearing and distance of South 84° 34' 44" East, 101.35 feet; thence, North 20° 49' 56" East, 0.48 feet to the True Point of Beginning of the herein described strip or tract of land; thence, leaving the said Point of Beginning and continuing with the said line of Oak Road

1. North 20° 49' 56" East, 7.05 feet; thence,
2. 73.93 feet along the arc of a curve deflecting to the right, having a radius of 195.00 feet and a chord bearing and distance of South 56° 38' 27" East, 73.49 feet; thence, leaving the aforesaid line of Oak Road and running
3. South 34° 42' 14" West, 7.34 feet; thence,
4. 72.25 feet along the arc of a curve deflecting to the left, having a radius of 185.15 feet and a chord bearing and distance of North 56° 16' 17" West, 71.79 feet to the Point of Beginning, containing 519 square feet or 0.0119 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.



OAK ROAD
(APPARENT VARIABLE
PUBLIC R/W)

NORTH ROAD
(APPARENT VARIABLE PUBLIC R/W)

WISTERIA DRIVE
(APPARENT VARIABLE
PUBLIC R/W)

P.O.C. TRACT 1
P.O.C. TRACT 2
N:1404139.93
E:2341657.63

P.O.B. TRACT 1
N:1404572.63
E:2341942.64

P.O.B. TRACT 2
N:1404047.32
E:2341941.07

TRACT 1

TRACT 2

N/F
DOWNTOWN DEVELOPMENT
AUTHORITY OF SNELLVILLE, GA.
DB. 54511 PG. 121

N/F
DOWNTOWN DEVELOPMENT
AUTHORITY OF SNELLVILLE, GA.
DB. 55188 PG. 75 & 79

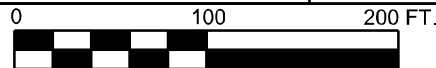
N/F
UNITED PARCEL SERVICE
DB. 2101 PG. 280

N/F
UNITED PARCEL SERVICE
DB. 3638 PG. 348
DB. 4172 PG. 83

N/F
DOWNTOWN DEVELOPMENT
AUTHORITY OF SNELLVILLE, GA.
DB. 56170 PG. 249

CALL TABLE

L1	S 29° 38' 47" E	6.18'
L2	S 58° 14' 28" E	0.98'
L3	N 31° 11' 12" E	49.90'
L4	N 87° 28' 26" E	22.20'
L5	S 36° 14' 21" E	32.74'
L6	S 03° 38' 06" W	8.12'
L7	N 20° 49' 56" W	0.48'
L8	N 20° 49' 56" E	7.05'
L9	S 34° 42' 14" W	7.34'



SCALE: 1"= 100'
PROJECT: LAT - 33°51'36.60"N
LONG - 84°01'00.97"W

LOCATED IN
LAND LOTS 26 & 39, 5TH DISTRICT
CITY OF SNELLVILLE,
GWINNETT COUNTY, GEORGIA

DATE: 12/02/2020 SHEET 1 OF 1

R/W ACQUISITION TRACT EXHIBIT
AS REQUIRED BY:

CITY OF SNELLVILLE

TRACT AREAS:

TRACT 1: 6,145 SQ. FT. OR 0.1411 AC.
TRACT 2: 519 SQ. FT. OR 0.0119 AC.

TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
1396 Bell's Ferry Road
Marietta, Georgia 30066
www.TerraMark.com
(P) (770) 421-1927

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording, please return to:
Powell & Edwards, Attorneys at Law P.C.
P.O. Box 1390
Lawrenceville, GA 30046

STATE OF GEORGIA

COUNTY OF GWINNETT

QUIT-CLAIM DEED

THIS INDENTURE, made this _____ day of January, in the year of our Lord Two Thousand Twenty-One between

**CITY OF SNELLVILLE,
a political subdivision of the State of Georgia**

as party or parties of the first part, hereinafter called Grantor, and

**DOWNTOWN DEVELOPMENT AUTHORITY
OF SNELLVILLE, GEORGIA,
a public body corporate and politic of the State of Georgia**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said Grantee, its heirs and assigns, all the right, title, interest, claim or demand which the said

Grantor, either jointly or individually, has or may have had in and to the following described property, to wit:

ALL THAT TRACT or parcel of land lying and being in Gwinnett County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, its successors, heirs and assigns, so that neither the said Grantor nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

(Signatures Contained on Following Page)

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
City of Snellville, a political subdivision of
the State of Georgia

Unofficial Witness

By: _____ (Seal)
Barbara Bender
Mayor, City of Snellville

Notary Public
My Commission Expires:

Unofficial Witness

Attest: _____ (Seal)
Clerk

Notary Public
My Commission Expires:

Approved as to form:

City Attorney

Exhibit "A"
Legal Description

Being two (2) strips or tracts of land lying in the City of Snellville, the first being in Land Lot 39, 5th District, Gwinnett County, Georgia and the second being in Land Lot 26 of the aforesaid District and both being shown on a R/W Acquisition Exhibit prepared by TerraMark Land Surveying, Inc., attached hereto and more particularly described as follows:

Tract 1

To find the Point of Beginning of the first strip or tract of land, commence at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.93; East: 2,341,657.63; thence, leaving the said point and running with the said line of North Road, North 34° 27' 08" East, 184.49 feet; thence, 182.72 feet along the arc of a curve deflecting to the left, having a radius of 2,306.83 feet and a chord bearing and distance of North 32° 29' 03" East, 182.67 feet; thence, South 29° 38' 47" East, 6.18 feet; thence, North 30° 42' 52" East, 153.96 feet to a point of intersection with the Southwesterly Right-of-Way Line of Wisteria Drive (an apparent variable width right of way); thence, running with the said line of Wisteria Drive, South 58° 14' 28" East, 0.98 feet to the True Point of Beginning of the herein described strip or tract of land; thence, leaving the said Point of Beginning and running

1. North 31° 11' 12" East, 49.90 feet; thence,
2. North 87° 28' 26" East, 22.20 feet; thence,
3. South 36° 14' 21" East, 32.74 feet; thence,
4. 43.35 feet along the arc of a curve deflecting to the left, having a radius of 887.53 feet and a chord bearing and distance of South 37° 38' 28" East, 43.35 feet; thence,
5. South 03° 38' 06" West, 8.12 feet; thence,
6. 117.96 feet along the arc of a curve deflecting to the left, having a radius of 778.66 feet and a chord bearing and distance of South 45° 53' 41" East, 117.85 feet; thence,
7. 13.46 feet along the arc of a curve deflecting to the left, having a radius of 887.53 feet and a chord bearing and distance of South 47° 26' 23" East, 13.46 feet to a point on the aforesaid line of Wisteria Drive; thence, running with the said line of Wisteria Drive
8. North 58° 14' 28" West, 220.96 feet to the Point of Beginning, containing 6,145 square feet or 0.1411 of an acre of land, more or less.

Together With:

Tract 2

To find the Point of Beginning of the second strip or tract of land, commence at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.93; East: 2,341,657.63; thence, leaving the said point and running with the said line of

Oak Road, South $46^{\circ} 00' 07''$ East, 58.30 feet; thence, 126.07 feet along the arc of a curve deflecting to the left, having a radius of 160.99 feet and a chord bearing and distance of South $68^{\circ} 16' 35''$ East, 122.87 feet; thence, 26.43 feet along the arc of a curve deflecting to the left, having a radius of 160.99 feet and a chord bearing and distance of North $84^{\circ} 35' 09''$ East, 26.40 feet; thence, 102.60 feet along the arc of a curve deflecting to the right, having a radius of 189.15 feet and a chord bearing and distance of South $84^{\circ} 34' 44''$ East, 101.35 feet; thence, North $20^{\circ} 49' 56''$ East, 0.48 feet to the True Point of Beginning of the herein described strip or tract of land; thence, leaving the said Point of Beginning and continuing with the said line of Oak Road

1. North $20^{\circ} 49' 56''$ East, 7.05 feet; thence,
2. 73.93 feet along the arc of a curve deflecting to the right, having a radius of 195.00 feet and a chord bearing and distance of South $56^{\circ} 38' 27''$ East, 73.49 feet; thence, leaving the aforesaid line of Oak Road and running
3. South $34^{\circ} 42' 14''$ West, 7.34 feet; thence,
4. 72.25 feet along the arc of a curve deflecting to the left, having a radius of 185.15 feet and a chord bearing and distance of North $56^{\circ} 16' 15''$ West, 71.79 feet to the Point of Beginning, containing 519 square feet or 0.0119 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

PROPERTY DESCRIPTION

Being three (3) strips or tracts of land lying in the City of Snellville, the first being in Land Lots 26 & 39, 5th District, Gwinnett County, Georgia, the second being in Land Lot 26 of the aforesaid District, the third being in Land Lot 39 of the aforesaid District and all being shown on a R/W Dedication Exhibit prepared by TerraMark Land Surveying, Inc., attached hereto and more particularly described as follows:

Tract 1

Beginning for the same of the first strip or tract of land at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.93; East: 2,341,657.63; thence, leaving the said point and running with the said line of North Road,

1. North 34° 27' 08" East, 184.49 feet; thence,
2. 182.72 feet along the arc of a curve deflecting to the left, having a radius of 2,306.83 feet and a chord bearing and distance of North 32° 29' 03" East, 182.67 feet; thence,
3. South 29° 38' 47" East, 6.18 feet; thence,
4. North 30° 42' 52" East, 153.96 feet to a point to a point of intersection with the Southwesterly Right-of-Way Line of Wisteria Drive (an apparent variable width right of way); thence, running with the said line of Wisteria Drive,
5. South 58° 14' 28" East, 0.98 feet; thence, leaving the aforesaid line of Wisteria Drive and running
6. South 31° 11' 12" West, 28.98 feet; thence,
7. South 30° 09' 20" West, 117.04 feet; thence,
8. South 29° 22' 38" West, 94.01 feet; thence,
9. South 34° 07' 51" West, 96.90 feet; thence,
10. South 34° 39' 07" West, 75.02 feet; thence,
11. South 34° 30' 32" West, 108.38 feet to a point on the aforesaid line of Oak Road; thence, running with the said line of Oak Road
12. North 46° 00' 07" West, 9.27 feet to the Point of Beginning, containing 3,568 square feet or 0.0819 of an acre of land, more or less.

Together With:

Tract 2

To find the Point of Beginning of the second strip or tract of land, commence at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.93; East: 2,341,657.63; thence, leaving the said point and running with the said line of Oak Road, South 46° 00' 07" East, 58.30 feet; thence, 126.07 feet along the arc of a curve deflecting to the left, having a radius of 160.99 feet and a chord bearing and distance of South 68° 16' 35" East, 122.87 feet to the True Point of Beginning of the herein described strip or tract of land; thence, leaving the said Point of Beginning and the aforesaid line of Oak Road and running

1. North 78° 55' 17" East, 21.17 feet; thence,
2. 108.67 feet along the arc of a curve deflecting to the right, having a radius of 185.15 feet and a chord bearing and distance of South 84° 15' 52" East, 107.11 feet to a point on the aforesaid line of Oak Road; thence, running with the said line of Oak Road
3. South 20° 49' 56" West, 0.48 feet; thence,
4. 102.60 feet along the arc of a curve deflecting to the left, having a radius of 189.15 feet and a chord bearing and distance of North 84° 34' 44" West, 101.35 feet; thence,
5. 26.43 feet along the arc of a curve deflecting to the right, having a radius of 160.99 feet and a chord bearing and distance of South 84° 35' 09" West, 26.40 feet to the point of beginning, containing 214 square feet or 0.0049 of an acre of land, more or less.

Together With:

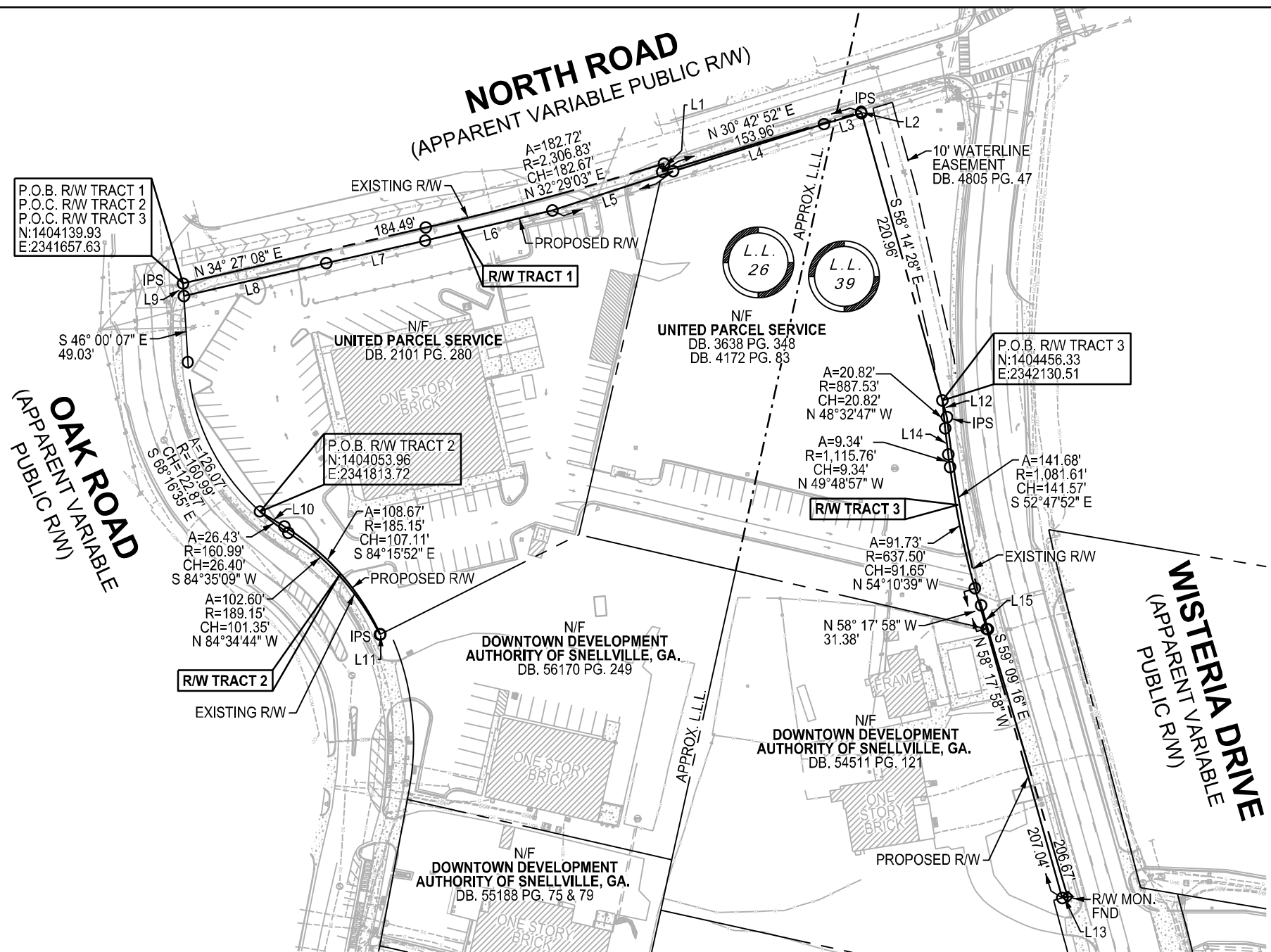
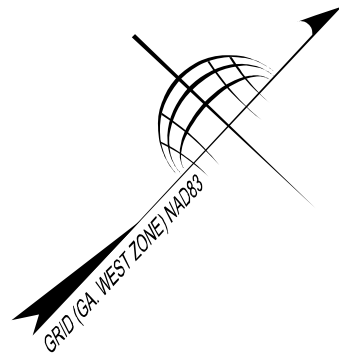
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To find the Point of Beginning of the first strip or tract of land, commence at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.93;

East: 2,341,657.63; thence, leaving the said point and running with the said line of North Road, North 34° 27' 08" East, 184.49 feet; thence, 182.72 feet along the arc of a curve deflecting to the left, having a radius of 2,306.83 feet and a chord bearing and distance of North 32° 29' 03" East, 182.67 feet; thence, South 29° 38' 47" East, 6.18 feet; thence, North 30° 42' 52" East, 153.96 feet to a point of intersection with the Southwesterly Right-of-Way Line of Wisteria Drive (an apparent variable width right of way); thence, running with the said line of Wisteria Drive, South 58° 14' 28" East, 221.94 feet to the True Point of Beginning of the herein described strip or tract of land; thence, leaving the said Point of Beginning and continuing with the said line of Wisteria Drive

1. South 58° 14' 28" East, 12.95 feet; thence,
2. 141.68 feet along the arc of a curve deflecting to the left, having a radius of 1,081.61 feet and a chord bearing and distance of South 52° 47' 52" East, 141.57 feet; thence,
3. South 57° 57' 32" East, 18.50 feet; thence,
4. South 59° 09' 16" East, 206.67 feet; thence, leaving the aforesaid line of Wisteria Drive and running
5. South 33° 08' 28" West, 3.97 feet; thence,
6. North 58° 17' 58" West, 207.04 feet; thence,
7. North 58° 17' 58" West, 31.38 feet; thence,
8. 91.73 feet along the arc of a curve deflecting to the right, having a radius of 637.50 feet and a chord bearing and distance of North 54° 10' 39" West, 91.65 feet; thence,
9. 9.34 feet along the arc of a curve deflecting to the right, having a radius of 1,115.76 feet and a chord bearing and distance of North 49° 48' 57" West, 9.34 feet; thence,
10. North 49° 12' 57" West, 19.58 feet; thence,
11. 20.82 feet along the arc of a curve deflecting to the right, having a radius of 887.53 feet and a chord bearing and distance of North 48° 32' 47" West, 20.82 feet to the Point of Beginning, containing 872 square feet or 0.0200 of an acre of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.



CALL TABLE

L1	S 29° 38' 47" E	6.18'
L2	S 58° 14' 28" E	0.98'
L3	S 31° 11' 12" W	28.98'
L4	S 30° 09' 20" W	117.04'
L5	S 29° 22' 38" W	94.01'
L6	S 34° 07' 51" W	96.90'
L7	S 34° 39' 07" W	75.02'
L8	S 34° 30' 32" W	108.38'
L9	N 46° 00' 07" W	9.27'
L10	N 78° 55' 17" E	21.17'
L11	S 20° 49' 56" W	0.48'
L12	S 58° 14' 28" E	12.95'
L13	S 33° 08' 28" W	3.97'
L14	N 49° 12' 57" W	19.58'
L15	S 57° 57' 32" E	18.50'

0 100 200 FT.



SCALE: 1"= 100'
PROJECT: LAT - 33°51'36.60"N
LONG - 84°01'00.97"W

LOCATED IN
LAND LOTS 26 & 39, 5TH DISTRICT
CITY OF SNELLVILLE,
GWINNETT COUNTY, GEORGIA

DATE: 12/02/2020 SHEET 1 OF 1

R/W DEDICATION TRACT EXHIBIT
AS REQUIRED BY:

CITY OF SNELLVILLE

TRACT AREAS:

TRACT 1: 3,568 SQ. FT. OR 0.0819 AC.
TRACT 2: 214 SQ. FT. OR 0.0049 AC.
TRACT 3: 872 SQ. FT. OR 0.0200 AC.

TerraMark Land Surveying, Inc.
1396 Bell's Ferry Road
Marietta, Georgia 30066
www.TerraMark.com
(P) (770) 421-1927

TerraMark
Professional Land Surveying

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording, please return to:
Powell & Edwards, Attorneys at Law P.C.
P.O. Box 1390
Lawrenceville, GA 30046

STATE OF GEORGIA

COUNTY OF GWINNETT

QUIT-CLAIM DEED

THIS INDENTURE, made this _____ day of January, in the year of our Lord Two Thousand Twenty-One between

**DOWNTOWN DEVELOPMENT AUTHORITY
OF SNELLVILLE, GEORGIA,
a public body corporate and politic of the State of Georgia**

as party or parties of the first part, hereinafter called Grantor, and

**CITY OF SNELLVILLE,
a political subdivision of the State of Georgia**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said Grantee, its heirs and assigns, all the right, title, interest, claim or demand which the said

Grantor, either jointly or individually, has or may have had in and to the following described property, to wit:

ALL THAT TRACT or parcel of land lying and being in Gwinnett County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, its successors, heirs and assigns, so that neither the said Grantor nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

(Signatures Contained on Following Page)

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
Downtown Development Authority of Snellville,
Georgia, a public body corporate and politic of the
State of Georgia

Unofficial Witness

By: _____ (Seal)
Don Britt
Chair, Downtown Development Authority
of Snellville, Snellville Georgia

Notary Public
My Commission Expires:

Unofficial Witness

Attest: _____ (Seal)
Clerk

Notary Public
My Commission Expires:

Approved as to form:

City Attorney

Exhibit "A"
Legal Description

Being three (3) strips or tracts of land lying in the City of Snellville, the first being in Land Lots 26 & 39, 5th District, Gwinnett County, Georgia, the second being in Land Lot 26 of the aforesaid District, the third being in Land Lot 39 of the aforesaid District and all being shown on a R/W Dedication Exhibit prepared by TerraMark Land Surveying, Inc., and more particularly described as follows:

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1. North 34° 27' 08" East, 184.49 feet; thence,
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