



City of Holly Springs

Date: Wednesday, December 18, 2019
Location: 3235 Holly Springs Parkway

Downtown Development Authority Meeting Agenda 6:30 p.m.

- I. CALL TO ORDER
- II. ROLL CALL – Sonia Carruthers, Christopher DeLuca, Tim Downing, Jimmy Long, Phyllis Long, Kevin Moore, Kyle Whitaker
- III. TREASURER’S REPORT
- IV. NEW BUSINESS
 1. Approve/deny a Second Amendment to Development and Management Agreement among Stonecrest Homes GA, LLC, Holly Springs Downtown Development Authority, and the City of Holly Springs
Presented By: Robert H. Logan, City Manager/Finance Director
 2. Approve/deny the November 13, 2019 meeting minutes
- V. DISCUSSION
 3. Discuss ground lease agreement between Holly Springs Active Adult Partners, LLC and the Holly Springs Downtown Development Authority
Presented By: Robert H. Logan, City Manager/Finance Director and Robert M. Dyer, City Attorney
- VI. REPORTS
- VII. ADJOURNMENT



Downtown Development Authority
As of November 30, 2019

Revenues	November 2019 Transactions	2019 Annual Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	4,900	-	0.00%
Interest Revenue	-	100	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	290	58.00%
Training	-	250	-	0.00%
Other Expenditures	-	250	19	7.50%
Stormwater Fees	-	2,500	-	0.00%
Sponsorships	-	1,500	1,500	100.00%
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 1,809	36.17%

Holly Springs Downtown Development Authority

Treasurer's Report

November 2019

Opening Balance: \$ 87,789.58

Less: Cash Disbursements

DATE	CHECK #	VENDOR	AMOUNT	DESCRIPTION
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Total \$ -

Add: Deposits & Other Credits

Total \$ -

Ending Bank Balance \$ 87,789.58

Plus Certificate of Deposit \$ 35,864.00

Total Funds \$ 123,653.58

**SECOND AMENDMENT TO
DEVELOPMENT AND MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AND MANAGEMENT AGREEMENT (this “Second Amendment”) is made and entered into this ____ day of _____, 2019 by and between City of Holly Springs and Holly Springs Downtown Development Authority, hereinafter collectively called “**Owner**“, and Stonecrest Homes GA, LLC, a Georgia limited liability company, hereinafter called “**Project Manager**“.

W I T N E S S E T H:

WHEREAS, Owner and Project Manager entered into that certain Development and Management Agreement, dated November 15, 2017 (hereinafter referred to as the “Agreement”); and

WHEREAS, the Parties are desirous of amending certain terms and provisions of the Agreement, as hereinafter provided; and

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Owner to Project Manager, the receipt and sufficiency of which is hereby acknowledged, Owner and Project Manager hereby amend the Agreement as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as part of this Amendment.
2. Defined Terms. All capitalized terms used herein shall have the meanings ascribed to those terms in the Agreement, unless otherwise specified herein.
3. Conflicting Provisions. Where conflicting, the terms and provisions of this Second Amendment shall supersede and control over those set forth in the Agreement.
4. Article IV, Section G of the Agreement is amended by striking same in its entirety and substituting the following therefor:

G. Insurance.

1. **Owner’s Insurance**: Owner shall obtain and maintain, on its behalf and at its expense, the following insurance to the extent such insurance is available upon commercially reasonable terms:

(a) Insurance against loss by fire, lightning and risks to the City Hall and other completed improvements customarily covered by a standard extended coverage endorsement, together with an all perils endorsement and insurance against such other risks as are customarily insured against by owners of like properties in the locality in which the Project is located, all in amounts equal to the full replacement cost of all such completed improvements without provision for co-insurance (and the policy

evidencing such insurance shall provide that all the insurance proceeds arising therefrom shall be made available for restoration of the improvements);

(b) If the Project is in a flood zone pursuant to any U.S. Department of Housing and Urban Development Flood Insurance Boundary Map or a special flood hazard area map published by the Federal Emergency Management Agency (“**FEMA**”), federal flood insurance in the maximum amount obtainable up to the replacement value of the Project (with improvements);

(c) Commercial General Public Liability Insurance and Excess Liability Insurance-Umbrella Form, naming as insured the Owner in such amounts as are customary for prudent owners of businesses comparable to the Project, provided that in no event shall the amount of such General Liability Insurance have a bodily injury limit of less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate or a property damage limit of less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate nor shall such Excess Liability Insurance be in an amount less than Four Million and 00/100 Dollars (\$4,000,000.00); and

(d) During the construction of the City Hall or other improvements, builder’s risk, completed value reporting form of “all risk” coverage for the full insurable value of the Property and Project (including without limitation portions of City Hall or other improvements completed to date and materials stored on or off the Property), and worker’s compensation insurance covering all persons engaged in making such alterations and improvements.

On all policies of liability insurance and builder’s risk, Owner and Project Manager shall be named insureds. Owner shall be the named insured on all policies of property insurance and Project Manager shall be an additional insured. Such insurance shall be evidenced by certified coverage summaries and certificates of insurance. Owner shall pay the cost of such insurance. Owner shall immediately upon issuance deliver all policies or certified copies thereof to Project Manager. Project Manager shall manage the insurance claims process; provided that Project Manager may not settle any individual claims in excess of Twenty-Five Thousand Dollars (\$25,000.00) without the prior written consent of Owner. In addition, Project Manager is responsible for the following:

- (i) Project Manager shall notify Owner in writing as soon as practicable after notice of an injury or claim is received;
- (ii) Project Manager shall cooperate completely with Owner and/or its insurers in the defense of such injury or claim; and
- (iii) Project Manager shall take no steps (such as admission of liability) that will prejudice the defense or otherwise prevent Owner from protecting itself.

2. **Project Manager’s Insurance:** During the term of this Agreement, Project Manager shall maintain in effect, at the Project Manager’s cost, commercial liability, workers compensation and employers liability insurance and, upon Owner’s request, professional liability and comprehensive crime/fidelity coverage, all in amounts reasonably acceptable to Owner (collectively, the “**Project Manager’s Insurance**”). Upon Owner’s request, Project Manager shall submit evidence of Project Manager’s Insurance coverage in form acceptable to Owner. Owner shall be named as loss payee on the comprehensive crime/fidelity coverage, which compliance of crime/fidelity coverage shall be an amount not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

3. **Trade Contractor's Insurance:** With respect to contractors hired, it will be Project Manager's responsibility to see that such contractors provide and maintain insurance in accordance with the insurance requirements specified on Exhibit "D" attached hereto, and that Owner and Project Manager and their members, parent corporations and respective officers, directors and employees are named as Additional Insureds. Project Manager shall obtain and deliver to Owner certificates of insurance addressed to Owner evidencing such coverage.

4. **Project's Insurance:** At the time of permitting for each vertical structure within the Project, Owner shall obtain and maintain, at its expense, the following insurance for each such vertical structure separately to the extent such insurance is available upon commercially reasonable terms:

(a) Insurance against loss by fire, lightning and risks to the vertical structure and other related improvements customarily covered by a standard extended coverage endorsement, together with an all perils endorsement and insurance against such other risks as are customarily insured against by owners of like properties in the locality in which the Project is located, all in amounts equal to the full replacement cost of such vertical structure and other related improvements without provision for co-insurance (and the policy evidencing such insurance shall provide that all the insurance proceeds arising therefrom shall be made available for restoration of the improvements);

(b) If the vertical structure and other related improvements are in a flood zone pursuant to any U.S. Department of Housing and Urban Development Flood Insurance Boundary Map or a special flood hazard area map published by the Federal Emergency Management Agency ("**FEMA**"), federal flood insurance in the maximum amount obtainable up to the replacement value of the vertical structure and other related improvements;

(c) Commercial General Public Liability Insurance and Excess Liability Insurance-Umbrella Form, naming as insured the Owner in such amounts as are customary for prudent owners of businesses comparable to the Project, provided that in no event shall the amount of such General Liability Insurance have a bodily injury limit of less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate or a property damage limit of less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate nor shall such Excess Liability Insurance be in an amount less than Four Million and 00/100 Dollars (\$4,000,000.00); and

(d) Builder's risk, completed value reporting form of "all risk" coverage for the full insurable value of the vertical structure and other related improvements, and worker's compensation insurance covering all persons engaged in making such alterations and improvements.

On all policies of liability insurance, Owner and Project Manager shall be named insureds and the vertical structure and other related improvements shall be listed. Owner shall be the named insured on all policies of property insurance, Project Manager shall be an additional insured, and the vertical structure and other related improvements shall be listed. Such insurance shall be evidenced by certified coverage summaries and certificates of insurance. Owner shall pay the cost of such insurance. Owner shall immediately upon issuance deliver all policies or certified copies thereof to Project Manager. Project Manager shall manage the insurance claims process; provided that Project Manager may not settle any individual claims in excess of Twenty-Five Thousand Dollars (\$25,000.00) without the prior written consent of Owner. In addition, Project Manager is responsible for the following:

- (i) Project Manager shall notify Owner in writing as soon as practicable after notice of an injury or claim is received;
- (ii) Project Manager shall cooperate completely with Owner and/or its insurers in the defense of such injury or claim; and
- (iii) Project Manager shall take no steps (such as admission of liability) that will prejudice the defense or otherwise prevent Owner from protecting itself.

5. Successors. The provisions set forth in this Amendment shall be binding on the Parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

6. Counterparts. The parties agree to accept this Second Amendment as fully executed upon receipt of counterpart signatures via facsimile or electronic mail. This Second Amendment, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

7. All other terms and conditions of the Agreement will remain the same and unchanged. By execution of this Second Amendment, the Owner and Project Manager affirm that the Agreement is in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

OWNER:

City of Holly Springs

By: _____

Name: Steven W. Miller

Title: Mayor

City of Holly Springs Downtown Development Authority

By: _____

Name: Kevin Moore

Title: Chair

PROJECT MANAGER:

Stonecrest Homes GA, LLC

By: _____

Name: Charles D. Heiser, Jr.

Title: Manager

EXHIBIT D

TRADE CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of this project insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City:

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence \$1,000,000 annual aggregate,
2. Auto Liability coverage with limits not less than \$1,000,000 per occurrence \$1,000,000 annual aggregate,
3. Excess Liability coverage with limits not less than \$4,000,000,
4. Employers Liability coverage with limits not less than \$1,000,000 per accident/incident,
5. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Georgia.

B. Self-Insured Retentions

Self-insured retentions must be declared and approved by the City.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Provide that such insurance shall be primary in respect to any insurance or self-insurance maintained by the City,
2. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the City,
3. Description of Operations/Locations/Vehicles shall state "Construction, development, and management of the Holly Springs Town Center Project as described in Exhibit A".

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Project Manager shall obtain and deliver to the City certificates of insurance required by the provisions contained herein, which shall show any self-insured retention and/or deductibles and the amounts thereof. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

The prime contractor, if a contract is awarded, shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

Holly Springs Downtown Development Authority
Meeting Minutes
November 13, 2019

Members Present: Treasurer Sonia Carruthers, Secretary Jimmy Long, Phyllis Long, Chairman Kevin Moore, and Councilman Kyle Whitaker.

Members Absent: Vice Chairman Chris DeLuca, Tim Downing.

Staff Present: City Manager Robert H. Logan, Deputy Chief Tommy Keheley, Community Development Director Nancy Moon, and Assistant City Clerk Erin Honea.

Chairman Moore called the meeting to order at approximately 6:30 p.m.

Roll Call – Vice Chairman Chris DeLuca and Tim Downing.

Treasurer's Report

Treasurer Carruthers presented the Treasurer's Report for October 2019.

Councilman Whitaker made a motion to approve the October financial report. Secretary Long seconded the motion. Motion carried 5-0.

New Business

Phyllis Long made a motion to approve the 2020 Proposed Budget. Secretary Long seconded the motion. Motion carried 5-0.

Treasurer Carruthers made a motion to approve the October 16, 2019 meeting minutes. Councilman Whitaker seconded the motion. Motion carried 5-0.

Charles Heiser, Porter Lummus, and Chap Ashmore made a presentation to the Authority regarding the senior living units in the Town Center Project.

Secretary Long made a motion to adjourn. Chairman Moore seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully Submitted.

Kevin Moore, Chairman

Date

Attest:

Erin Honea, Assistant City Clerk

DRAFT

GROUND LEASE

THIS GROUND LEASE (the "Lease") dated as of the ____ day of _____, 2019 (the "Effective Date") by and between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (DDA), having an office for the transaction of business at 3237 Holly Springs Parkway, Holly Springs, Georgia 30115 (hereinafter referred to as "Landlord") and [HOLLY SPRINGS ACTIVE ADULT PARTNERS, LLC], a Georgia limited liability company, having an office for the transaction of business at 3495 Piedmont Road, Building 12, Suite 100, Atlanta, Georgia 30305 (hereinafter referred to as "Tenant").

W I T N E S S E T H:

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, Landlord and Tenant hereby agree with each other as follows:

Section 1. Premises: Landlord hereby rents and leases to Tenant, and Tenant hereby rents and leases from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land (the "Land"), known as _____, in Cherokee County, Georgia, more particularly described or shown on **Exhibit "A"** attached hereto and by this reference made a part hereof; TOGETHER WITH (a) a non-exclusive easement for the purposes of pedestrian and vehicular access, ingress and egress upon, over, through and across the driveways, accessways and sidewalks located from time to time on the adjoining property of Landlord more particularly described or shown on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "Adjoining Property"); (b) a non-exclusive easement over the parking areas located from time to time on the Adjoining Property for automobile and truck parking for the benefit of the Land and Tenant, its employees, customers and patrons; (c) an exclusive sign easement for a sign to be constructed on the Adjoining Property for signage for the benefit of the Land and Tenant; (d) any and all buildings, improvements, signs and structures located or to be located on the Land, together with related landscaping, driveways and parking lots (the "Improvements"); and (e) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (all the foregoing being hereinafter referred to as the "Demised Premises"). Tenant shall obtain a new survey of the Land, and Tenant and Landlord agree to amend this Lease by substituting a description of the Land based upon such survey in place of the description or site plan attached hereto as **Exhibit "A"**.

Section 2. Term: (a) The initial term of this Lease shall be for a period commencing on the Effective Date (such date being hereinafter referred to as the "Commencement Date") and terminating on the last day of the month which is fifty (50) years after the Commencement Date, unless sooner terminated or extended as herein provided. Landlord hereby covenants that Landlord shall deliver full and exclusive possession of the Demised Premises to Tenant on or before the Commencement Date. Landlord warrants that it has full right and lawful authority to enter into this Lease; and that it is lawfully seized of good and marketable record fee simple title to the Demised Premises. As provided in Section 3 below, the basic rent shall commence to accrue on the Commencement Date.

(b) Tenant shall have the right, at its option, to extend the term of this Lease for three (3) additional periods of ten (10) years each. Each such extended term shall be on the same terms, conditions, covenants and provisions as herein set forth except that the basic rent shall be in the amounts hereinafter specifically provided. Unless Tenant shall give written notice to Landlord not later than six (6) months prior to the expiration of the initial or current term of its intention not to exercise the option to extend the term of this Lease for the extension period, such option shall be deemed to have been automatically exercised by Tenant and the term of this Lease extended without the execution of any other or further instrument. Tenant may, at any time during the initial or any extended term, waive its right not to exercise the said extension option by notice in writing to Landlord, which waiver shall then be binding. The expression "term of this Lease" as hereinafter used shall mean and refer to the initial term of this Lease and any extension thereof, as the context may permit or require.

Section 3. Rent: Tenant covenants and agrees to pay Landlord for the Demised Premises, without offset or deduction, and without previous demand therefor, basic rent at the rate hereinafter set forth from the Commencement Date and thereafter throughout the term of this Lease. All basic rent shall be payable by Tenant in semi-annual installments on the first day of January and July of every calendar year. The basic annual rent (1/2 of the same to be payable on the first day of January and July of every calendar year of the term of this Lease commencing on the Commencement Date) shall be equal to the Appraised Value (defined in Section 42, below) multiplied by four percent (4.0%), and shall increase every year by the percentage increase in the CPI (as that term is defined hereinbelow) during the immediately preceding one (1) year period. As used herein, the term "rent" shall be deemed to include the basic rent and the additional rent, if any, payable by Tenant to Landlord hereunder. In the event that rent commences hereunder on other than the first calendar day of a year, or if the last day of the term of this Lease is other than the last calendar day of a year, the rent due hereunder for the first and/or last six (6) month period, as the case may be, shall be prorated on a daily basis. As used herein, the term "CPI" shall mean and refer to the Consumer Price Index for All Urban Consumers, U.S. City Average for All Items (1982-84=100) published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the Bureau of Labor Statistics should discontinue the publication of the CPI, or publish the same less frequently, or alter the same in some manner, then Landlord shall adopt a substitute CPI or substitute procedure which reasonably reflects and monitors consumer prices. Landlord shall notify Tenant in writing of its calculation of each increase of basic rent at least forty-five (45) days prior to the date basic rent rate will increase.

Section 4. Place of Payment: All amounts payable under Section 3 of this Lease, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of Landlord set forth above, or at such other place as Landlord may from time to time designate by written notice to Tenant, in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment.

Section 5. Option to Purchase. Provided Tenant is not in material default under the terms of the Lease (beyond all applicable notice and cure periods), then Tenant shall have the sole and exclusive option to purchase Landlord's interest in this Lease and the Demised Premises (the "Purchase Option") pursuant to the terms and conditions set forth in this provision. For purposes

hereof, a "material default" is a default that reasonably exposes Landlord to cost or liability after the closing of the purchase and sale contemplated hereby. Tenant's Purchase Option shall be exercised, if at all, by giving Landlord notice on or before the date thirty (30) days prior to the desired closing date and the purchase shall occur on a date mutually acceptable to both Tenant and Landlord, but no earlier than thirty (30) days following Tenant's exercise of the Purchase Option (the "Purchase Option Closing Date"). If the Purchase Option Closing Date occurs within the initial five (5) years of the Term, the purchase price for the Demised Premises shall be equal to the initial Appraised Value as determined pursuant Section 42, below. If the Purchase Option Closing Date occurs following the initial five (5) years of the Term, the purchase price for the Demised Premises shall be re-appraised following the methodology set forth in Section 42, below, and the purchase price shall equal the new Appraised Value. Upon closing, Landlord shall promptly transfer to Tenant fee simple title to the Demised Premises, in the Demised Premises' then "AS IS, WHERE IS" condition by limited warranty deed (and all such affidavits, certificates, and other instruments and documents, which Tenant may reasonably request and require to vest marketable fee simple title in Tenant) subject to (y) zoning ordinances affecting the Demised Premises, and (z) all covenants, easements and restrictions of record. When Landlord transfers its fee simple interest in the Demised Premises to Tenant, (1) Landlord shall pay Georgia realty transfer tax, the fees and expenses of Landlord's attorney, and any brokers commission, (2) all other applicable closing costs shall be paid in accordance with local custom and practice except that Tenant shall be responsible for paying any title insurance costs and survey costs, and (3) at the closing of such transfer, the parties shall deliver to one another such reasonable and customary closing documentation as is consistent with local practice. Landlord shall remake the representations and warranties set forth in Sections 9 and 28, below, as of the Closing Date. Tenant may have until the Purchase Option Closing to examine title and notify Landlord of any title objections which arise subsequent to the date of this Lease. At or prior to Closing, Landlord shall cure all such objections, and if such objections are not cured by Landlord, then Purchaser may either: (i) satisfy the objections and then close; or (ii) waive the objections and then close, or (iii) extend the Purchase Option Closing Date for a period of not more than ninety (90) days until such objections are satisfied by giving notice of such extension to Landlord, in which case the Purchase Option Closing Date shall be extended to the date specified by Purchaser. In the event of an extension of the Purchase Option Closing Date under subparagraph (iii) above and the subsequent inability of Landlord to satisfy the objections, then Purchaser may elect again between the options set forth in subparagraphs (i), (ii) and (iii) above. If the Purchase Option is duly exercised, but the sale contemplated hereby is not consummated by reason of Landlord's default, the Tenant may sue Landlord for specific performance.

Section 6. Use of Premises: The Demised Premises may be used for the construction and operation of a multi-family apartment and senior living facility and related uses, and any other use as is approved by Landlord in writing not to be unreasonably withheld, conditioned or delayed.

Section 7. Taxes and Utility Expenses: The parties acknowledge and agree that during the term of this Lease the Demised Premises shall be exempt from ad valorem real property and personal property taxes and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, with respect to the Demised Premises or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon or

therein or any part thereof (hereinafter referred to as "Taxes"). Tenant shall not be obligated to pay any municipal, state or federal income, inheritance or estate tax or any tax imposed, levied or assessed with respect to or because of the income, appreciation or other benefit derived by Landlord from or by virtue of this Lease. During the term of this Lease, Tenant shall pay and discharge punctually, as and when the same shall become due and payable, all sewer rents and all charges for water, heat, gas, hot water, electricity, light and power, and other service or services furnished to the Demised Premises and Improvements thereon or the occupants thereof during the term of this Lease.

Section 8. Improvements, Repairs, Additions, Replacements: (a) Until termination or expiration of this Lease, ownership of and title to the Improvements shall be and remain in Tenant. Tenant is granted such interest in the Improvements and in all furniture, fixtures and equipment now or hereafter constructed, installed or placed by Tenant upon the Demised Premises, as and when constructed, installed or placed upon the Demised Premises.

(b) Tenant may, at its own cost and expense, construct the Improvements on any part or all of the Demised Premises, at any time and from time to time, as Tenant shall from time to time determine is necessary for conducting the business of Tenant on the Demised Premises, provided that the same shall be in compliance with all then applicable building codes and ordinances.

(c) Tenant shall, at all times during the term of this Lease, and at its own cost and expense, indemnify and hold Landlord harmless from any obligation to keep and maintain or cause to be kept and maintained in adequate repair and condition all Improvements at any time erected on the Land. Unless expressly provided herein, Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Demised Premises during the term of this Lease.

(d) Upon the expiration or sooner termination of the term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises and the Improvements then located thereon, and title to the Improvements (including all fixtures and plumbing, electrical, mechanical, and heating and air conditioning systems but not furniture and trade fixtures) shall vest in and become the full and absolute property of Landlord in which event Tenant hereby agrees to execute and deliver a limited warranty deed to Landlord conveying Tenant's interest in the Improvements.

Section 9. Landlord's Representations. As an inducement to Tenant to enter into this Lease relating to the Demised Premises, Landlord warrants and represents to Tenant as follows:

(a) Authorization. (i) Landlord is a duly organized and existing municipality in the State of Georgia; (ii) Landlord has all necessary power and authority to execute, deliver and perform this Lease and the related documents and to complete the transactions provided for herein; (iii) neither the execution, delivery nor performance of this Lease or any of the related documents, with or without notice, the passage of time, or both, (A) will constitute or result in a violation or breach by Landlord of any judgment, order, writ, injunction, or decree issued against or imposed on Landlord, (A) will result in a violation of any legal requirement or public or private covenant to which Landlord is a party or which otherwise affects the Demised Premises, or (C) will give any person any right to accelerate any debts of Landlord; (d) any and all consents to Landlord's

execution, delivery or performance of this Lease required from any person, including without limitation, any and all partners and lenders of Landlord, have been obtained in writing; and (e) this Lease and the related documents constitute valid and binding legal obligations of Landlord, enforceable in accordance with their respective terms and conditions, subject to rules of law and principles of equity generally applicable to the enforceability of legal obligations, including without limitation, bankruptcy, reorganization and other debtor relief laws.

(b) No Notice of Condemnation. Landlord has received no written notice of, nor to the best of Landlord's knowledge is there, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Demised Premises being taken by condemnation or conveyed in lieu thereof. Landlord shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Tenant written notice thereof.

(c) No Assessments. Insofar as Landlord is aware, no assessments have been made against any portion of the Demised Premises which are unpaid, whether or not they have become liens; and Landlord shall notify Tenant upon learning of any such assessments.

(d) Litigation. To the best of Landlord's knowledge, there are no actions, suits or proceedings pending or threatened before or by any judicial, administrative or union body or any arbiter or any governmental authority, against or affecting Landlord or the Demised Premises as to which Landlord has been served any process or with respect to which Landlord has any knowledge.

(e) No Agreements. There are no service contracts, operating agreements, rights of occupancy, or any other agreements or understandings relating to the Demised Premises that will be binding on Tenant or the Demised Premises on or after the date hereof, except for the Permitted Exceptions (and, without limitation on the foregoing, there are no management or leasing agreements affecting the Demised Premises).

Section 10. Requirements of Public Authority: During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county governments and of all other governmental authorities affecting Tenant's use and occupation of the Improvements and Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the Commencement Date or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 10. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in the preceding paragraph of this Section and if compliance therewith may legally be delayed pending the prosecution of any such proceeding, then Tenant may delay such compliance therewith until the final determination of such proceeding. Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper

to permit Tenant so to contest the validity or application of any such law, ordinance, order, directive, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

Section 11. Covenant Against Liens: If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or the interest of Landlord in and to any portion of the Demised Premises, then Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. Notice is hereby given that all such liens shall relate and attach only to the interest of Tenant in the Demised Premises.

Section 12. Access to Demised Premises: Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Demised Premises at all reasonable times after reasonable notice to Tenant to examine same and to exhibit the Demised Premises to prospective purchasers and prospective tenants, but in the latter case only during the last six (6) months of the term of this Lease.

Section 13. Assignment and Subletting: Except as provided in Section 33, below, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease or any interest herein or in the Demised Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises by any party other than Tenant, provided, however, without notice to, or the consent of, Landlord, Tenant may rent residential units to tenants in its sole discretion. Consent to one or more such transfers or subleases shall not destroy or waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord. Landlord shall have thirty (30) days after Tenant has provided Landlord with notice of Tenant's intent to assign or sublease the Demised Premises to notify Tenant as to whether Landlord will (x) approve the proposed assignment or sublease, or (y) deny the proposed assignment or sublease. Failure of Landlord to timely provide such notice shall be deemed to constitute Landlord's decision to allow such proposed assignment or sublease.

Sublessees of the Demised Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant (or any guarantor of Tenant's obligations hereunder) of any liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Lease Term including any extensions thereof, whether or not authorized herein, provided, however, Tenant shall be released from liability hereunder by Landlord in the event the sublessee fully performs all the obligations of Tenant hereunder without default for a period of three (3) years. Transferees of the Demised Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder and Tenant shall be released of any and all liability therefor from and after the date of such transfer. If Tenant is a partnership, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning a controlling interest in the Tenant shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions, provided, however, Tenant may,

with written notice to but without any requirement of consent or approval by Landlord, make any transfers of interests in the Tenant or the manager of the Tenant so long as Charles Heiser, Chap Ashmore and Porter Lummus, or their affiliates (a) retain at least fifty percent (50%) ownership of Tenant and (b) retain effective management control of Tenant. Landlord may, as a prior condition to considering any request for consent to an assignment or sublease, require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee and such other financial documentation relative to the proposed subtenant or assignee as Landlord may reasonably require.

No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease. No subletting of the entire Demised Premises (not including the lease of residential units to occupants), shall be effective unless and until there shall have been delivered to Landlord an agreement, in form and substance satisfactory to Landlord, signed by Tenant and the proposed sublessee, whereby the sublessee acknowledges the right of Landlord to continue or terminate any sublease, in Landlord's sole discretion, upon termination of this Lease, and such sublessee agrees to recognize and attorn to Landlord in the event that Landlord elects under such circumstances to continue such sublease.

Section 14. Signs: Subject to compliance with all applicable governmental laws and regulations, and further subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to install, maintain and replace at Tenant's expense [describe requested signage and proposed location of the same].

Section 15. Indemnity: Tenant shall indemnify and save Landlord harmless from and against any and all liability, loss, cost, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises and the Land caused in whole or in part by any act or omission of Tenant or Tenant's officers, agents, servants, employees, contractors, subtenants, assignees, representatives or invitees, or otherwise occurring in connection with any default of Tenant hereunder. Tenant shall, at its own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter or claim. The provisions of this Section 15 shall survive any termination of this Lease.

Section 16. Insurance: (a) Tenant shall procure at its expense and maintain throughout the Lease Term a policy or policies of commercial property insurance, issued on an "all risks" basis insuring the full replacement cost of its furniture, equipment, supplies and other property owned, leased, held or possessed by it and contained in the Demised Premises, together with the value of the Improvements to the Demised Premises (with a replacement cost endorsement sufficient to prevent Tenant from becoming a co-insurer), and workmen's compensation insurance as required by applicable law. The Landlord and any mortgagee shall be insured as their respective interests may appear under any such policies of commercial property insurance. Tenant shall also procure at its expense and maintain throughout the Lease Term a policy or policies of commercial general liability insurance, written on an occurrence basis and insuring Tenant, Landlord, any mortgagee, and any other person reasonably designated by Landlord (such as the property manager), against any and all

liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Demised Premises, or arising out of the condition, use or occupancy of the Demised Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, contractors, employees, guests or licensees in the Demised Premises, or other portions of the Land, the limits of such policy or policies to be in combined single limits for both damage to property and personal injury and in amounts not less than Two Million Dollars (\$2,000,000.00) for each occurrence. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease. All insurance policies procured and maintained by Tenant pursuant to this Section 16 shall be carried with companies licensed to do business in the State of Georgia reasonably satisfactory to Landlord and shall be non-cancelable and not subject to material change except after twenty (20) days' written notice to Landlord and any mortgagee. Such policies or duly executed certificates of insurance with respect thereto, accompanied by proof of payment of the premium therefor, shall be delivered to Landlord prior to the Rental Commencement Date, and renewals of such policies shall be delivered to Landlord at least thirty (30) days prior to the expiration of each respective policy term.

(b) During the term of this Lease, Tenant shall procure and keep a policy or policies of commercial property insurance, issued on an "all risks" basis, covering the Demised Premises and the Improvements erected by Tenant on the Land for the benefit of Landlord, Tenant and any mortgagee, as their respective interests may appear, for the full replacement cost thereof.

(c) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations of Tenant provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved and such blanket insurance is acceptable to any mortgagee.

Section 17. Waiver of Subrogation: Landlord and Tenant shall each have included in all policies of commercial property insurance, commercial general liability insurance, and business interruption and other insurance respectively obtained by them covering the Land, Demised Premises, and contents therein, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by the primary insured. To the full extent permitted by law, Landlord and Tenant each waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Lease by the party seeking recovery.

Section 18. Destruction: In the event that, at any time during the term of this Lease, the Improvements on the Land shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried by Tenant in accordance with this Lease, then Tenant, at its own cost and expense, shall obtain plan approval from all government or quasi-governmental agencies from which approval is required in order to be able to repair, replace or rebuild the Improvements. Tenant shall cause the Improvements to be repaired, replaced or rebuilt (with such changes in the design, type or character of the Improvements as Tenant may deem desirable) within nine (9) months after receipt by Tenant of such insurance proceeds and the aforementioned approvals, provided, however, if such restoration

cannot by its nature reasonably be completed within such nine (9) month period, Tenant shall complete such restoration as promptly as practicable within a reasonable time. Notwithstanding the foregoing sentence to the contrary, in the event Tenant is unable to obtain the approval of all required government or quasi-governmental agencies for the restoration of the Improvements, or the Improvements on the Land are destroyed or damaged at any time during the last two (2) years of the initial term of this Lease or any extension period to the extent that, in Tenant's reasonable judgment, the Demised Premises are not usable in their damaged condition for the conduct of Tenant's business, Tenant may, upon written notice to Landlord, terminate this Lease and assign to Landlord all insurance proceeds collected in connection with such damage and destruction and which are attributable to the Improvements on the Demised Premises.

Section 19. Eminent Domain: (a) As used herein, the term "Taking" shall mean and refer to the event of vesting of title in a competent authority vested with the power of eminent domain or condemnation pursuant to any action or proceeding brought by such authority in exercise of such power, including a voluntary sale to such authority, either under threat of, or in lieu of, condemnation, or while a condemnation action or proceeding is pending. If, at any time during the term of this Lease, there shall be a Taking of all of the Demised Premises, or a substantial part of the Demised Premises, such that the portion of the Demised Premises remaining after such Taking would, in Tenant's reasonable business judgment, be impractical for use by Tenant, then Tenant shall be relieved of its obligations to pay rent and to perform its other covenants hereunder from and after the date of such Taking, and Tenant shall surrender the remaining portion of the Demised Premises, if any, to the Landlord as of such date; provided that such release and surrender shall in no way prejudice or interfere with Tenant's right to an award for its loss or damage as hereinafter provided. The rent for the last six (6) month period of Tenant's possession of the Demised Premises shall be prorated and any rent paid in advance shall be refunded to the Tenant.

(b) In the event of a Taking which does not result in a termination of this Lease pursuant to Section 19(a), Tenant, at its expense, shall within a reasonable time but in any event within six (6) months from the date when possession is taken by the condemning authority, repair and restore the Improvements affected by such Taking, provided, however, if such restoration cannot by its nature reasonably be completed within such six (6) month period, Tenant shall complete such restoration as promptly as practicable within a reasonable time. To the extent it is economically feasible to do so and to the extent that the proceeds of any award paid to Tenant are sufficient to make such repairs, the Improvements shall be restored as nearly as practicable to the condition existing as of the date of such possession, subject to Tenant's right pursuant to this Lease to make changes in the design, type or character of the Improvements upon obtaining Landlord's approval. This Lease shall terminate as to that portion of the Demised Premises taken by condemnation as of the date possession is taken by the condemning authority, and basic rent payable hereunder during the remainder of the term of this Lease from and after the date possession is taken shall be adjusted so that Tenant shall be obligated to pay only such portion of the basic rent set forth in Section 3 hereof as the fair market value of the Demised Premises remaining after the Taking bears to the fair market value of the whole of the Demised Premises as of the date of the Taking. In the event Landlord and Tenant cannot agree upon such values, such values shall be determined pursuant to the appraisal procedural hereinafter set out in Section 19(c).

(c) In the event of any total or partial Taking of the Demised Premises, each of the parties hereto shall have and retain its right to recover against the condemning authority for the Taking of its interest in the Demised Premises by such authority, such right to be independent of the right of the other party hereto to recover for the Taking of its interest therein. In such event all claims which each of the parties hereto would otherwise have had against the other party to require performance under this Lease or to receive damages for breach of performance hereunder, had such Taking by condemnation not occurred, shall be against the condemning authority instead of against the other party hereto. Nothing set forth in subparagraph (a) or (b) above shall in any way be construed so as to destroy or limit the right of either Landlord or Tenant to recover from any condemning authority for the Taking of any portion of, or for the damage done to, Landlord's or Tenant's respective interests in the Demised Premises.

(d) If a court fails or refuses to grant separate awards to Landlord and Tenant upon a taking of all or any portion of the Improvements and the Demised Premises, and if Landlord and Tenant cannot agree on the allocation of the award, and if such inability to agree continues for thirty (30) days after the amount of the award is determined, Landlord and Tenant agree that the determination of such allocation shall be made in accordance with the following procedure. Landlord and Tenant shall each promptly appoint one (1) appraiser. Those two (2) appraisers shall promptly appoint a third (3rd) appraiser. Each appraiser appointed hereunder shall be a member of the American Institute of Real Estate Appraisers (or successor organization) having at least ten (5) years experience in appraisal of real estate for commercial use in Atlanta, Georgia. If such appraisers fail to appoint such third (3rd) appraiser within thirty (30) days after notice of their appointment, then either Landlord or Tenant, upon notice to the other, may request the appointment of a third (3rd) appraiser by the then American Arbitration Association, or any then similar existing body. The three (3) appraisers so appointed shall jointly make the required appraisals of the values of Landlord's and Tenant's interests in the Improvements and the Demised Premises and shall allocate the award based upon such appraisals, and if they cannot agree, the appraisals of the third (3rd) appraiser will be accepted by Landlord and Tenant. If, after notice by either Landlord or Tenant of the appointment of an appraiser by the party giving such notice, the other party to whom such notice is given shall fail, within a period of ten (10) days after such notice, to appoint an appraiser, then the appraiser so appointed by the party giving the notice shall have the power to proceed as sole appraiser to make the appraisal and allocation hereunder. Landlord shall pay the fees and expenses of the person appointed by Landlord as an appraiser hereunder, Tenant shall pay the fees and expenses of the person appointed by Tenant as an appraiser hereunder, and Landlord and Tenant shall each pay one-half (1/2) of the fees and expenses of the third (3rd) appraiser appointed pursuant to the provisions of this Section 19.

Section 20. Utility Easements: Tenant shall have the right to enter into reasonable agreements with utility suppliers creating easements in favor of such suppliers, including, without limitation, gas, electricity, telephone, water and sewer, as are required in order to service the Improvements on the Land, subject, however, to Landlord's reasonable approval of the location of such utility lines and provided that such easements shall require the utility supplier to restore the easement area following any construction or repair work and further provided that such easements shall reserve the rights of Landlord to relocate such utility lines from time to time at Landlord's expense. Landlord covenants and agrees to promptly consent thereto and to execute

any and all documents, agreements and instruments, and to take all other actions in order to effectuate the same, all at Tenant's cost and expense.

Section 21. Quiet Enjoyment; Status of Landlord's Title: Tenant, upon paying the basic rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone.

Section 22. Defaults: (a) The following events shall constitute events of default under this Lease:

(1) Tenant's failure to pay any installment of basic rent or additional rent when the same shall be due and payable and the continuance of such failure for a period of five (5) days after receipt by Tenant of notice in writing from Landlord specifying the nature of such failure; or

(2) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying the nature of such failure, and provided Tenant shall not cure said failure as provided in subparagraph (b) of this Section 22; or

(3) if Tenant shall (i) file a petition commencing a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law; (ii) make a general assignment for the benefit of its creditors; (iii) file an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of Tenant or of all or a substantial portion of its property; (iv) file a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, insolvency or similar law, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (v) take any action for the purpose of effecting any of the foregoing; or (vi) be the subject of a decree or order for relief by a court having jurisdiction in respect of Tenant in any involuntary case under any applicable federal or state bankruptcy, insolvency or similar law; or

(4) if any proceedings brought against Tenant seeking any of the relief mentioned in Section 22(a)(3) shall not have been dismissed within ninety (90) days.

Upon the occurrence of an event of default and the failure of Tenant to cure the same within the cure period specified, Landlord may, at its option and as its sole remedy, either (i) give to Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall be not less than thirty (30) days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord (the "Termination Date"), and upon the Termination Date, provided such event of default has not been cured, the term and estate hereby

vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, or (ii) bring suit for the collection of rent hereunder as same becomes due without cancellation or termination of the Lease.

(b) In the event that Landlord gives notice of a default referred to in Section 22(a)(2) and said default is of such a nature that it cannot be cured within such thirty (30) day period then such default shall not be deemed to continue so long as Tenant, after receiving such notice, promptly proceeds to cure the default and continues to take all steps necessary to complete the same promptly. No default shall be deemed to continue if and so long as Tenant shall be delayed in or prevented from curing the same by any cause specified in the Section of this Lease entitled "Force Majeure".

(c) Upon any termination of the term of this Lease pursuant to Section 22(a), or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Demised Premises and recover possession thereof and dispossess any or all occupants of the Demised Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes.

Section 23. Interest and Late Charges: Any Rent or other amounts payable to Landlord under this Lease, if not paid by the fifth (5th) day of the six (6) month period for which such Rent is due, or by the due date specified on any invoices from Landlord for any other amounts payable hereunder (which due date shall not be earlier than fifteen (15) days from the date such invoice is received by Tenant), shall incur a late charge of Fifty Dollars (\$50.00) for Landlord's administrative expense in processing such delinquent payment and in addition thereto shall bear interest at the rate of the current prime rate plus four percent (4%) per annum from and after the due date for such payment. Notwithstanding anything to the contrary contained in this Lease, in no event shall the rate of interest payable on any amount due under this Lease exceed the legal limits for such interest enforceable under applicable law. Tenant agrees to pay to Landlord Fifty Dollars (\$50.00) for each cheque presented to Landlord in payment of any obligation of Tenant which is not paid by the bank on which it is drawn, together with interest from and after the due date for such payment at the rate of the current prime rate plus four percent (4%) per annum on the amount due.

Section 24. Waivers: Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 25. Limitation of Liability: (a) Tenant shall look solely to Landlord's estate and interest in the Demised Premises and the rentals therefrom for the satisfaction of any right of Tenant for the collection of a judgment or other judicial process requiring the payment of money by Landlord, and no other property or assets of Landlord shall be subject to levy, lien, execution, attachment or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease.

Section 26. Reservation by Landlord: Landlord hereby reserves, solely for the benefit of its tenants, employees, customers, and invitees of the Adjoining Property, (a) the non-exclusive right of pedestrian and vehicular access, ingress and egress upon, over, through and across the driveways, accessways and sidewalks located from time to time on the Land, and (b) the non-exclusive right of vehicular parking over that portion of the Demised Premises from time to time designated for use as a parking lot.

Section 27. No Broker: All negotiations relative to this Lease and the demise of the Demised Premises have been conducted by and between Landlord and Tenant without the intervention of any person or other party as agent or broker. Landlord and Tenant warrant and represent to each other that there are and will be no brokers' commissions or fees payable in connection with this Lease or the demise of the Demised Premises by reason of their respective dealings, negotiations or communications. Landlord shall and does hereby indemnify, defend and hold Tenant harmless from and against any claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of Landlord's dealings, negotiations or communications in connection with this Lease or the demise of the Demised Premises. Tenant shall and does hereby indemnify, defend and hold Landlord harmless from and against any claims, demands, actions and judgments of any brokers, agents and intermediaries alleging a commission, fee or other payment to be owing by reason of Tenant's dealings, negotiations or communications in connection with this Lease or the demise of the Demised Premises.

Section 28. Hazardous Materials: Landlord represents and warrants that Landlord has not used or operated the Land or the adjoining property of the Landlord in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined), and to the best of Landlord's knowledge and belief, after reasonable investigation, neither the Land nor the adjoining property have ever been used or operated for the storage, use, treatment, manufacture or disposal of any Hazardous Materials. For purposes hereof, the term "Hazardous Materials" means (i) any "hazardous wastes" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in or for the purposes of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, and specifically identified and known as a hazardous, toxic or dangerous waste, substance or material as of the date hereof. Landlord hereby indemnifies and holds Tenant harmless from and against any loss, cost, damage or expense arising out of or relating to the presence of Hazardous Materials on the Land or the Adjoining Property unless due to the act or omission of Tenant. Tenant hereby indemnifies and holds Landlord harmless from and against any loss, cost, damage or expense arising out of or relating to the presence of Hazardous Materials on the Land or the Adjoining Property due to the act or omission of Tenant. This Section 28 will survive the termination or expiration of this Lease.

Section 29. Force Majeure: In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or any reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, the provisions of this Section shall not operate to extend the date Landlord is required to deliver possession of the Demised Premises to Tenant. Lack of funds shall not be a basis for avoidance or delay of any obligation under this Lease.

Section 31. Common Areas: (a) The common area located on the Adjoining Property, including, but not limited to all parking areas, sidewalks, malls, roadways, service areas, landscaped and other common and public areas (the "Common Area"), shall be subject to the exclusive control and management of Landlord. Landlord reserves the right to change from time to time the size, dimensions, and locations of the Common Area, as well as the size, dimensions, identity and type of any buildings in the Common Area and to build additional buildings and improvements in the Common Area. Tenant and its employees, customers, and invitees shall have the nonexclusive right to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the shopping center and other persons entitled to use same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not solicit business within the Common Area by circulars or otherwise or take any action that would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or make alterations.

(b) Landlord shall be responsible for the maintenance of the Common Area. Tenant agrees to pay as additional rental its pro rata share of the cost of operation and maintenance of the Common Area, but excluding costs of a capital nature, depreciation, amortization, Landlord's overhead, or related to tenants possessing the Adjoining Land. Landlord shall keep a record of all expenses incident to the operation and maintenance of such areas and facilities, including but not being limited to cleaning, policing, painting, lighting, compactor and refuse removal expenses, security, repairing and maintaining, public liability insurance, and other costs incident thereto, other than for supervisory service by employees of Landlord, and Tenant will pay as additional rental its prorata share thereof based upon the ratio the space occupied by the Tenant bears to the entire rentable space contained in the buildings of the Shopping Center as constructed. Such payments shall be made on the first day of January and July of every calendar year and to be subject to final adjustment annually. The estimate for the first Lease Year shall be \$ [REDACTED]. In no event shall the Tenant's share increase for any one (1) year more than two percent (2%).

Section 32. Notices: Every notice, approval, consent, or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and delivered in person, by courier, by electronic mail, by reputable overnight courier guaranteeing next day delivery, or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinabove first mentioned, or such

other address as either party may designate by notice given from time to time in accordance with this Section. Such notices or other communications shall be effective (i) in the case of personal delivery or courier delivery, on the date of delivery to the party to whom such notice is addressed as evidenced by a written receipt signed on behalf of such party, (ii) if by overnight courier, one (1) day after the deposit thereof with all delivery charges prepaid, (iii) if by electronic mail, upon receipt as evidenced by a printed confirmation of transmission showing the recipient's email address and the date and time of transmission; and (iv) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed. The following are the notice addresses for the parties:

As to Landlord: Holly Springs Downtown Development Authority
 PO Box 990
 Holly Springs, Georgia 30142
 PLummus@inwoodh.com

With a copy to:

As to Tenant: Holly Springs Active Adults Partners, LLC
 3495 Piedmont Road, Building 12, Suite 100
 Atlanta, Georgia 30305
 [Email]

With a copy to: Thomas Law, LLC
 Attn: Don Thomas
 1418 Dresden Drive, Suite 235
 Atlanta, Georgia 30319
 dthomas@thomaslawgp.com

Section 33. Mortgaging the Fee: Tenant shall have the right to enter into a mortgage (a "Tenant Mortgage") encumbering the Improvements, the leasehold estate of Tenant in the Demised Premises and the Landlord's fee interest in the Land. The terms and conditions of such Tenant Mortgage shall be subject to the approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Upon approval by Landlord of such Tenant Mortgage, Landlord will subordinate its fee interest to the lien of such Tenant Mortgage. Without limiting Landlord's approval rights as to the terms and conditions of the Tenant Mortgage, such Tenant Mortgage shall provide if an event of default by Tenant under the Tenant Mortgage occurs, the holder of the Tenant Mortgage ("Holder") shall give written notice thereof to Landlord, and Holder shall not exercise any right or remedy to commence any proceedings to foreclose the lien of the Tenant Mortgage or to otherwise interfere with Tenant's use or operation of the Demised Premises, provided that:

(1) if such event of default is a default in the payment of any sum, Landlord cures such default not later than ten (10) days after receipt of such notice;

(2) if such event of default is a default in observing or performing any other covenant or condition to be observed or performed by Tenant under such Tenant Mortgage, Landlord remedies such default within thirty (30) days after receipt of such notice; provided, however, in the case of a default that cannot with diligence be cured, or the curing of which cannot be commenced, within such thirty (30) days, Landlord shall have such additional period as may be necessary to cure such default with diligence and continuity.

Any such Tenant Mortgage shall also specifically provide that Holder will accept performance from Landlord of any term, condition or covenant under the Tenant Mortgage so long as such performance occurs within the applicable time periods for such performance (including, without limitation, the foregoing cure periods).

Section 34. Certificates: Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Lease has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (iii) as to the existence of any default under this Lease; (iv) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (v) as to the commencement and expiration dates of the term of this Lease; and (vi) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

Section 35. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Georgia.

Section 36. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, 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 thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 37. Short Form Lease: Landlord and Tenant shall execute and deliver a short form of lease in the form attached hereto as **Exhibit "C"** and made a part hereof by reference within five (5) days after the expiration of the Inspection Period, which will constitute a short form of this Lease. Any and all recording costs required in connection with the recording of such short form of lease shall be paid by Tenant.

Section 38. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and

convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord, its successors in interest and/or assigns shall, during the term of its ownership of its estate herein, be deemed to be Landlord. The use of the terms "Landlord" and "Tenant" notwithstanding, this Lease creates for all purposes an estate for years and not a usufruct.

Section 39. Entire Agreement: No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or cancelled except by writing executed by Landlord and Tenant.

Section 40. Parties: Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, successors in title, administrators and assigns.

Section 41. No Merger of Title: There shall be no merger of the leasehold estate created by this Lease with the fee estate of Landlord by reason of the fact that the same person may own or hold both the leasehold estate created by this Lease or any interest therein and the fee estate in the Land or any interest therein; and no such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Landlord) having any interest in the leasehold estate created by this Lease or the fee estate in the Land shall join in a written instrument effecting such merger and shall duly record the same.

Section 42. Determination of Value by Appraisal. The fair market value of Landlord's right, title and/or interest in and to its fee interest in the Land and its rights under this Lease, as of the Effective Date (the "Appraised Value") [has been/shall be determined within __ days of the Effective Date] by independent appraisal, the same shall be determined (taking into account all relevant facts and circumstances known to the appraiser) by one or more Qualified Appraisers (defined below) selected as follows. If Tenant and Landlord are unable to agree on one appraiser (the cost of whose appraisal shall be shared equally by Landlord and Tenant) within ten (10) business days from the date either of them gives to the other written notice requesting that the parties select an appraiser, then Landlord shall have the opportunity to appoint (by written notice given to Tenant) a Qualified Appraiser (the cost of whose appraisal shall be borne by Landlord) and (ii) Tenant shall have the opportunity to appoint (by written notice given to Landlord) a Qualified Appraiser (the cost of whose appraisal shall be borne by Tenant). If either Landlord or Tenant fails to appoint a Qualified Appraiser within the allotted period, the other Qualified Appraiser appointed within that period shall unilaterally determine the value and report his determination in a written opinion. If two Qualified Appraisers have been appointed within the allotted period, those two Qualified Appraisers shall determine the value and report their determination in a single written opinion agreed to by both of them. If they cannot agree on the value within thirty (30) days of the appointment of the last of them to be appointed, then (i) within thirty (30) days after that period, they shall appoint a third Qualified Appraiser (the cost of whose appraisal shall be shared equally by Landlord and Tenant), and (ii) each of the three Qualified Appraisers shall determine the value and report

their determination in a written opinion, the determination that differs most from the average of the values determined under these three appraisals shall be excluded, and the average of the values determined under the remaining two appraisals shall be the value. Each party to the sale shall provide such information as any selected appraiser reasonably requests in making a determination of the value. Each party to the sale shall make commercially reasonable efforts to cause each appraiser for which it is responsible for all or a part of the cost to complete the appraisal expeditiously. For purposes of this provision, the term "Qualified Appraiser" shall mean an MAI-licensed appraiser with at least ten (10) years of experience valuing commercial real estate in the Atlanta, Georgia area (i) that is qualified by experience and ability to determine the value, (ii) that is independent of the party appointing him, as reasonably determined by that party, and (iii) that, to the knowledge of the party appointing him, is able and willing to deal with Landlord and Tenant at arm's length.

Section 43. Prohibited Use: Landlord agrees that subsequent to the date of execution of this Lease, Landlord will not enter into a lease of all or any portion of the Adjoining Land that permits the same to be used for the construction and operation of a self storage facility and related uses, including, but not limited to, [senior living development, apartments?] (the "Prohibited Use"). If a tenant of the Adjoining Land uses the premises leased to it for the Prohibited Use, Tenant may notify Landlord in writing of such Prohibited Use and may request that Landlord enforce the provisions of such lease to prevent the continuation of the Prohibited Use. Landlord may, at Landlord's option, take reasonable action to enforce the provisions of such lease within thirty (30) days after Landlord's receipt of the notice from Tenant; however, if Landlord fails to do so, Tenant may, at its expense, bring suit against such tenant in a court of competent jurisdiction to terminate such Prohibited Use. Tenant agrees that the provisions shall be of no force and effect if, at any time, in Landlord's reasonable judgment, the right granted to Tenant in this Section would violate any statute, decision, order, ruling or decree of any court or any governmental, legislative, administrative, regulatory, adjudicatory or arbitrational body or agency having jurisdiction over Landlord, Tenant or the Demised Premises, or if an Event of Default exists.

Section 44. Time is of the Essence: Time is of the essence of this Lease. Whenever a day certain is provided for the payment of any sum of money or the performance of any act or thing, the same enters into and becomes a part of the consideration for this Lease.

*[The remainder of this page has been intentionally left blank.
Signatures begin on the following page.]*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“LANDLORD”

HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____

Name: _____

Its: _____

“TENANT”

HOLLY SPRINGS ACTIVIE ADULT
PARTNERS, LLC
a Georgia limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT “A”

DESCRIPTION OF LAND

[Demised Premises to be surveyed and platted by Landlord/Tenant on or before the Effective Date].

EXHIBIT “B”

DESCRIPTION OF ADJOINING PROPERTY

EXHIBIT "C"

SHORT FORM LEASE
[OR MEMORANDUM OF LEASE]

(Above Reserved for Recording)

After Recording Return to:

Thomas Law, LLC
1418 Dresden Dr NE, Suite 235
Atlanta, GA 30319

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS SHORT FORM LEASE [OR MEMORANDUM OF LEASE], made and entered into this ____ day of _____, 2019, by and between Holly Springs Downtown Development Authority (hereinafter referred to as "Landlord"), and, [Holly Springs Active Adult Partners, LLC], a Georgia limited liability company (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated _____, 2019, (the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of Cherokee County, Georgia, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Demised Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

Premises.

Term. The term of the Lease commenced on _____, 2019, and shall terminate on the last day of the month which is fifty (50) years after the Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for three (3) consecutive periods of ten (10) years each pursuant to the terms of the Lease. Landlord and Tenant agree to record an amendment to this Short Form Lease setting forth the Commencement Date once the same is determined in accordance with the terms of the Lease. Pursuant to the terms of the Lease, in no event shall the Commencement Date be later than _____.

Right of First Refusal. Landlord grants Tenant a option to purchase the Landlord's interest in the Land and its rights under the Lease per the terms and conditions set forth in the Lease.

Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Cherokee County, Georgia.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed and sealed the day, month and year first above written.

“LANDLORD”

Signed, sealed and
delivered in the
presence of:

Witness

By: _____
Title: _____

Notary Public

Attest: _____
Title: _____

Commission Data:

(NOTARIAL SEAL)

[signatures continued on next page]

[signatures continued from previous page]

“TENANT”

Signed, sealed and
delivered in the
presence of:

_____ a _____ limited liability company

Witness

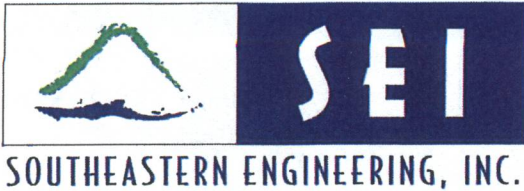
By: _____
Title: _____

Notary Public

Attest: _____
Title: _____

Commission Data:

(NOTARIAL SEAL)



2470 Sandy Plains Road
Marietta, GA 30066
(Office) 770-321-3936
(Fax) 770-321-3935

Date: December 17, 2019
To: Rob Logan, City of Holly Springs; Charles Heiser, Stonecrest Homes
From: Mary Thumaty, Southeastern Engineering, Inc. (SEI)
RE: City of Holly Springs Parking Analysis B (Parcel H-Brewery and Office in Scenario 2)
CC: Brennan Gifford, (SEI); Teresa Epple (SEI); Chad Epple (SEI)

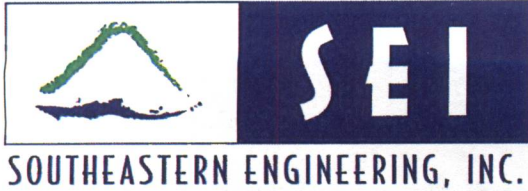
Introduction

A parking analysis was conducted for the proposed downtown area for City of Holly Springs, GA to determine the required number of spaces to meet the shared parking demand of the planned mixed-use development. The proposed downtown area has been planned to include several uses including City Hall, apartments, a mixed residential and retail area, as well as a small amphitheater for city events.

The proposed land uses for the City of Holly Springs downtown development have varying degrees of parking demand throughout the day. The ITE Parking Generation Manual, 4th Edition provides rates of expected parking demand for most of these various land uses. Because of the different time frames in which land use is most utilized and because of internal capture, shared parking can reduce the overall demand. The analysis will determine the shared parking demand for the proposed planned City of Holly Springs mixed-use development based on data provided in the ITE Parking Generation manual and in the City of Woodstock shared parking analysis. A recommendation will be made of the required number of spaces needed to meet the shared parking demand.

Existing Conditions/Data Collection

For the office, retail, restaurant, and residential uses, the ITE Parking Generation Manual, 4th Edition provides parking demand rates. For an event space such as the amphitheater, the manual does not provide parking demand rates. The most similar use would be a convention center which is not recommended. For the purposes of this study, the event parking use for the current City of Holly Springs events with 2,500 to 3,000 attendees held at a nearby park was estimated and applied to the future amphitheater use. The parking for these current events is in locations near the park as well. The following table summarizes the existing available parking near the park where City events are held.



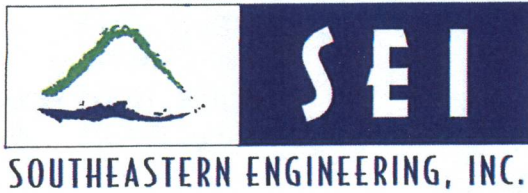
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TABLE 1: CURRENT CITY OF HOLLY SPRINGS – EVENT PARKING AVAILABILITY	
Parking Location	Number of Vehicles
JC Mullins Park	30
First Baptist City of Holly Springs	70
City of Holly Springs United Methodist	30
Hickory Road Baptist	120
City of Holly Springs Elementary	242
Adcock	70
Additional Parking in Small Strip Shopping Centers	50
TOTAL	612

For the 3,000 attendee events currently held by City of Holly Springs all the available 612 spaces of parking is used. Based on the existing event parking, the demand rate is 0.204 parking spaces per attendee. This is slightly lower than the comparable rates used in the Parking Generation Manual for the most similar land use of a convention center which ranged from 0.31 to 0.44.

Data was also obtained from a parking study conducted in Woodstock, GA's downtown area. Located in Cherokee County Woodstock, GA is approximately twice the population of City of Holly Springs, GA. Similar parking patterns are expected in the proposed site in City of Holly Springs as with Woodstock as both town centers have a mix of residential and commercial land use and dedicated event space. Downtown Woodstock has 976 available parking spaces, but the spaces are not fully utilized. An hourly breakdown can be seen in the table below. The weekend has a higher parking demand, which is expected with commercial land uses. The data from the Woodstock study was taken on a day in which there was not a major event in downtown Woodstock.

TABLE 2: CITY OF WOODSTOCK – PARKING STUDY FINDINGS						
Time	Parking Spaces Used on a Weekday (out of 976)			Parking Spaces Used on a Weekend (out of 976)		
	Commercial	Residential	Total	Commercial	Residential	Total
10:00 AM	316	54	370	313	109	422
11:00 AM	388	58	446	348	156	504
12:00 PM	443	67	510	396	150	546
1:00 PM	391	66	457	410	144	554
2:00 PM	299	56	355	435	159	594
3:00 PM	286	54	340	467	155	622
4:00 PM	339	70	409	468	163	631
5:00 PM	364	79	443	492	165	657
6:00 PM	420	128	548	521	178	699
7:00 PM	477	144	621	564	181	745
8:00 PM	393	139	532	550	174	724



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Because of the nature of mixed use, the overall demand for trips and parking decreases. People often will choose to combine trips such as shopping and going to eat at a restaurant. However, combining this trip would only require one space for both the uses. This can be seen in the reduced parking demand in downtown Woodstock as compared to the total based on the land uses alone.

TABLE 3: WOODSTOCK PARKING DEMAND		
Parking Demand	Weekday	Weekend
Per Parking Generation Manual (no reduction)	687	1380
Actual Peak Demand	621	745

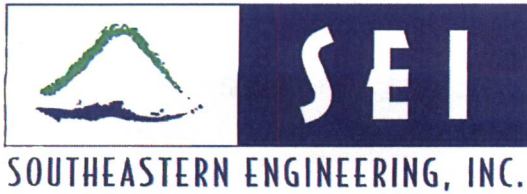
Proposed Site Parking Demand

Each of the proposed uses has a parking requirement set for in the City of Holly Springs Zoning Ordinance with the exception of the proposed amphitheater. Surface parking has been provided throughout the development. The lofts, the apartments, and City Hall all have surface parking directly at the use which meets the requirements as set forth in the Zoning Ordinance. The train depot is an existing site with 26 spaces that will remain intact as part of the development. Currently vehicles park in undesignated areas along the curb in addition to the existing 26 marked spaces. The proposed site provides an additional 28 spaces in order to handle the existing overflow at the depot.

The remainder of the site will be supported by additional surface level shared parking areas as well as an additional parking deck in order to meet the shared parking demand. The existing 612 spaces currently being utilized for event parking will still be available for overflow parking for large events. Parcel "H" building which could be used as office space or a potential brewery, the retail/restaurants in sections A and B, and the small amphitheater for City of Holly Springs events will use this shared parking. The parking for City Hall and the residential lofts is also accessible to these shared uses. The apartments and train depot are separated, have clearly designated sections, and were not included in the mixed-use section of the site for the purpose of analysis.

For the overall town center plan for the City of Holly Springs for the parking spaces not contained within their own site, the parking demand was analyzed in further detail. The parking demands vary by time of day. Four distinct periods were analyzed: weekday 9 am to 4 pm, weekday 7 pm to 9 pm, weekend 11 am to 7 pm, and weekend 7 pm to 9 pm. The weekday overnight was not analyzed as the only heavy land use during that period was residential, which generates fewer needed parking spaces compared to the commercial uses.

The commercial area was assumed to be 30% retail and 70% restaurant use. Parcel "H" could be either an office space or a brewery. The City Hall was analyzed as office space, lofts as owned residential, and the amphitheater parking demand was determined utilizing existing event data. The amphitheater was considered separately as its use is dependent on the specific details for each event.



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Without considering shared uses the overall parking requirements can be seen in the table below. The brewery and amphitheater do not have specific requirements in the City of Holly Springs Zoning Ordinance.

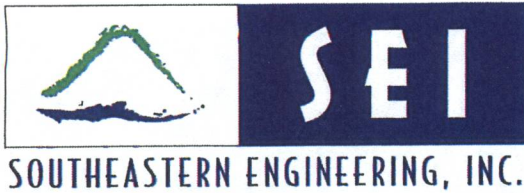
TABLE 4: TOWN CENTER LAND USES ZONING PARKING REQUIREMENTS				
ITE Parking Code	Land Use	Land Use Description	Size (SF)	Required Spaces per Holly Springs Zoning Ordinance
230	Lofts A&B	Lofts	24	48
931	Commercial A&B	Restaurants - Quality	21	179
820	Commercial A&B	Shopping	9	36
701	City Hall	Office	15	43
701	Parcel "H" Building	Office	24	68
925*	Parcel "H" Building	Brewery/Office	24	
	Amphitheater	Event Space		

*A derived parking rate was determined using the ITE Land Use Code for Trip Generation as defined in the ITE Trip Generation Manual 9th edition

Two scenarios were considered: an office in Parcel "H" and a brewery in Parcel "H" in the 14,200 SF building and a small office in the 9,400 SF building. Based on the four peak periods and the corresponding demands for each use, the period with the highest parking demand is the weekend evening peak (7pm to 9 pm) with 390 spaces required for scenario 1 (office) and 418 spaces required for scenario 2 (brewery) before any reductions were taken.

A detailed summary can be seen in the tables below.

TABLE 5: HOLLY SPRINGS TOWN CENTER PARKING DEMAND – SCENARIO 1					
Land Use	Weekday		Weekend		Peak Hours
	9am-4pm	7pm-9pm	11am-7pm	7pm-9pm	
Lofts A&B	14	33	33	33	11 pm - 6 am
Commercial A&B (restaurant)	0	223	172	344	7 pm - 9 pm
Commercial A&B (retail)	23	23	26	13	Weekday: 11 am -3 pm, 6-7 pm Weekend: 1 pm-2pm
City Hall	43	0	0	0	9 am to 4 pm
Parcel "H" Building (Office)	68	0	0	0	9 am to 4 pm
Total	148	279	231	390	



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TABLE 6: HOLLY SPRINGS TOWN CENTER PARKING DEMAND – SCENARIO 2

Land Use	Weekday		Weekend		Peak Hours
	9am-4pm	7pm-9pm	11am-7pm	7pm-9pm	
Lofts A&B	14	33	33	33	11 pm - 6 am
Commercial A&B (restaurant)	0	223	172	344	7 pm - 9 pm
Commercial A&B (retail)	23	23	26	13	Weekday: 11 am -3 pm, 6-7 pm Weekend: 1 pm-2pm
City Hall	43	0	0	0	9 am to 4 pm
Parcel "H" Building (Brewery-14,200 SF)	18	28	28	28	Weekday: 7-9 pm Weekend: 1 pm-9 pm
Office (9,400 SF)	27	0	0	0	9 am to 4 pm
Total	125	307	259	418	

The proposed site also has facilities for rideshare which is often utilized with establishments serving alcohol. Although the apartments do not have shared parking spaces, the mix of residential and commercial uses in the town center will increase the internal capture and reduce the need for parking. Based on these factors and the similar trends observed in data from the parking study performed for the City of Woodstock, a 20% reduction of parking demand was applied. Excluding the amphitheater, a total of 312 spaces will be needed for scenario 1 (office) and **334 spaces** will be needed for scenario 2. Additional spaces will be needed for events. For an event of 3,000 attendees 630 spaces additional spaces will be needed.

Recommendations

To provide parking outside of the self-contained sites (apartments and train depot), 92 surface parking spaces are provided in the site plan. In addition to those spaces a parking deck will be needed to meet the typical demand. For scenario 1 (office) a deck with at least 220 spaces will be needed and 242 spaces will be needed for scenario 2 (a brewery and a small office). The recommended 3-level deck would provide 300 spaces which would have enough capacity for typical use of the town center.

