



City of Holly Springs

Date: Wednesday, August 17, 2022
Location: 3235 Holly Springs Parkway

Downtown Development Authority Work Session Agenda 6:00 p.m.

I. CALL TO ORDER

II. NEW BUSINESS

- A. Discuss and approve/deny an Underground Easement between Georgia Power Company and the City of Holly Springs located at 136 Palm Street, Holly Springs, Georgia, 30115, Tax Parcel 038 of Tax Plat 93N00
Presented By: Robert H. Logan, City Manager
- B. Discuss and approve/deny an Underground Easement between Georgia Power Company and the City of Holly Springs located at 175 Palm Street, Holly Springs, Georgia, 30115, Tax Parcel 013 of Tax Plat 93N00
Presented By: Robert H. Logan, City Manager
- C. Discuss and approve/deny an Underground Easement between Georgia Power Company and the City of Holly Springs located at 199 Palm Street, Holly Springs, Georgia, 30115, Tax Parcel 014 of Tax Plat 93N00
Presented By: Robert H. Logan, City Manager
- D. Discuss and approve/deny an Underground Easement between Georgia Power Company and the City of Holly Springs located at 155 Hickory Road, Holly Springs, Georgia, 30115, Tax Parcel 009 of Tax Plat 93N00
Presented By: Robert H. Logan, City Manager

- E. Discuss and approve/deny an Xfinity Communities Service Agreement (Property Name: City Homes of Holly Springs) between Comcast Cable Communications Management, LLC and the Downtown Development Authority of Holly Springs
Presented By: Robert H. Logan, City Manager
- F. Discuss and approve/deny an Xfinity Communities Service Agreement (Property Name: Holly Springs Townhomes) between Comcast Cable Communications Management, LLC and the Downtown Development Authority of Holly Springs
Presented By: Robert H. Logan, City Manager
- G. Discuss and approve/deny a Fourth Amendment to Agreement for Sale and Purchase of Real Property between Walton Holly Springs, LLC and the Downtown Development Authority of Holly Springs and authorize and ratify the signatures of the Chairman and Secretary
Presented By: Robert H. Logan, City Manager
- H. Discuss and approve/deny a quote from IES Residential, Inc. in an amount not to exceed \$6,125
Presented By: Robert H. Logan, City Manager
- I. Discuss a Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 1C located in Land Lot 343 and 344 of the 15th District City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- J. Discuss a Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 4B located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- K. Discuss a Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 4D located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager
- L. Discuss a Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 5A located in Land Lot 343 of the 15th District City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

M. Discuss a Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 5C located in Land Lot 343 of the 15th District City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

N. Discuss a Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 6E located in Land Lot 343 of the 15th District City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

O. Discuss a Quitclaim Deed between the Downtown Development Authority of Holly Springs and the City of Holly Springs, Georgia as described in Exhibits A and A-1, identified as Tract 8B located in Land Lot 343 of the 15th District City of Holly Springs, Georgia

Presented By: Robert H. Logan, City Manager

P. Approve/deny June 15, 2022 meeting minutes

III. REPORTS

IV. ADJOURNMENT

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT **2022070044** LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER **10549139-GPC9596-VBS-0**
NAME OF LINE/PROJECT: **HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY) DISTRIBUTION LINE**

PARCEL NUMBER **001**

STATE OF GEORGIA
CHEROKEE COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF HOLLY SPRINGS, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO Box 990, Holly Springs, GA 30142-0990, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 136 PALM ST, CANTON, GA 30115 (Tax Parcel ID No. 93N00 038) in Land Lot 343, 2ND SECTION of the 15TH District of Cherokee County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other

PARCEL 001 NAME OF HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
 LINE/PROJECT: DISTRIBUTION LINE

lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

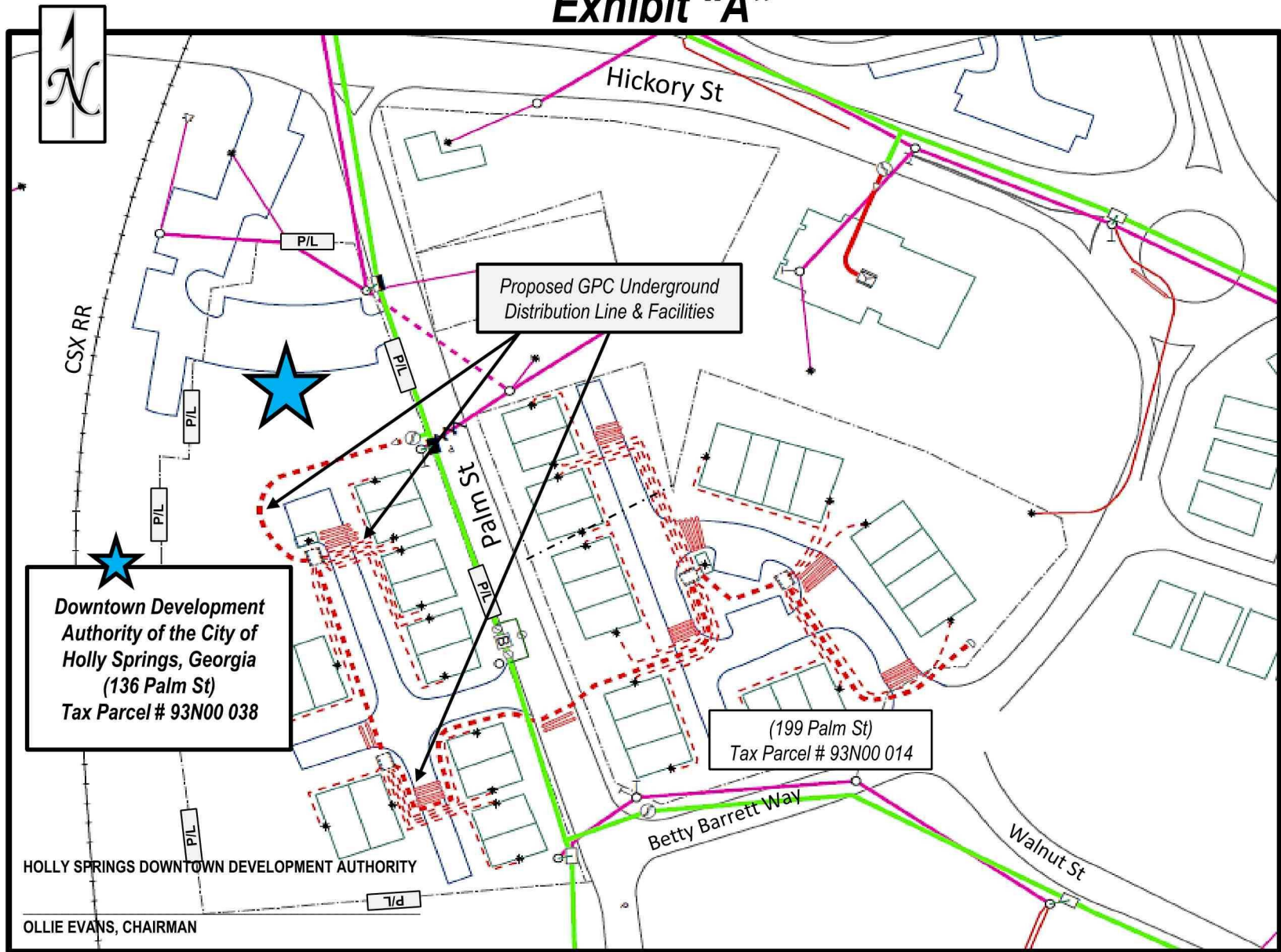
HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
DISTRIBUTION LINE

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF
HOLLY SPRINGS, GEORGIA

Attest: _____ (SEAL)
Name: _____
Title: _____

Page 3 of 3

Exhibit "A"



Environmental & Natural Resources

Parcel 001

DRAWING NOT TO SCALE

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY) DISTRIBUTION LINE

LIMS # 2022070044

Work Location(s): .5-6

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT **2022070044** LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER **10549139-GPC9596-VBS-0**
NAME OF LINE/PROJECT: **HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY) DISTRIBUTION LINE**

PARCEL NUMBER **002**

STATE OF GEORGIA
CHEROKEE COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO BOX 990, Holly Springs, Georgia 30142, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 175 PALM ST, CANTON, GEORGIA 30115 (Tax Parcel ID No. 93N00 013) in Land Lot 343, 2ND SECTION of the 15TH District of Cherokee County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other

PARCEL 002

NAME OF
LINE/PROJECT:

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
DISTRIBUTION LINE

lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 002

NAME OF
LINE/PROJECT:

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the
presence of:

DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY
SPRINGS

Witness

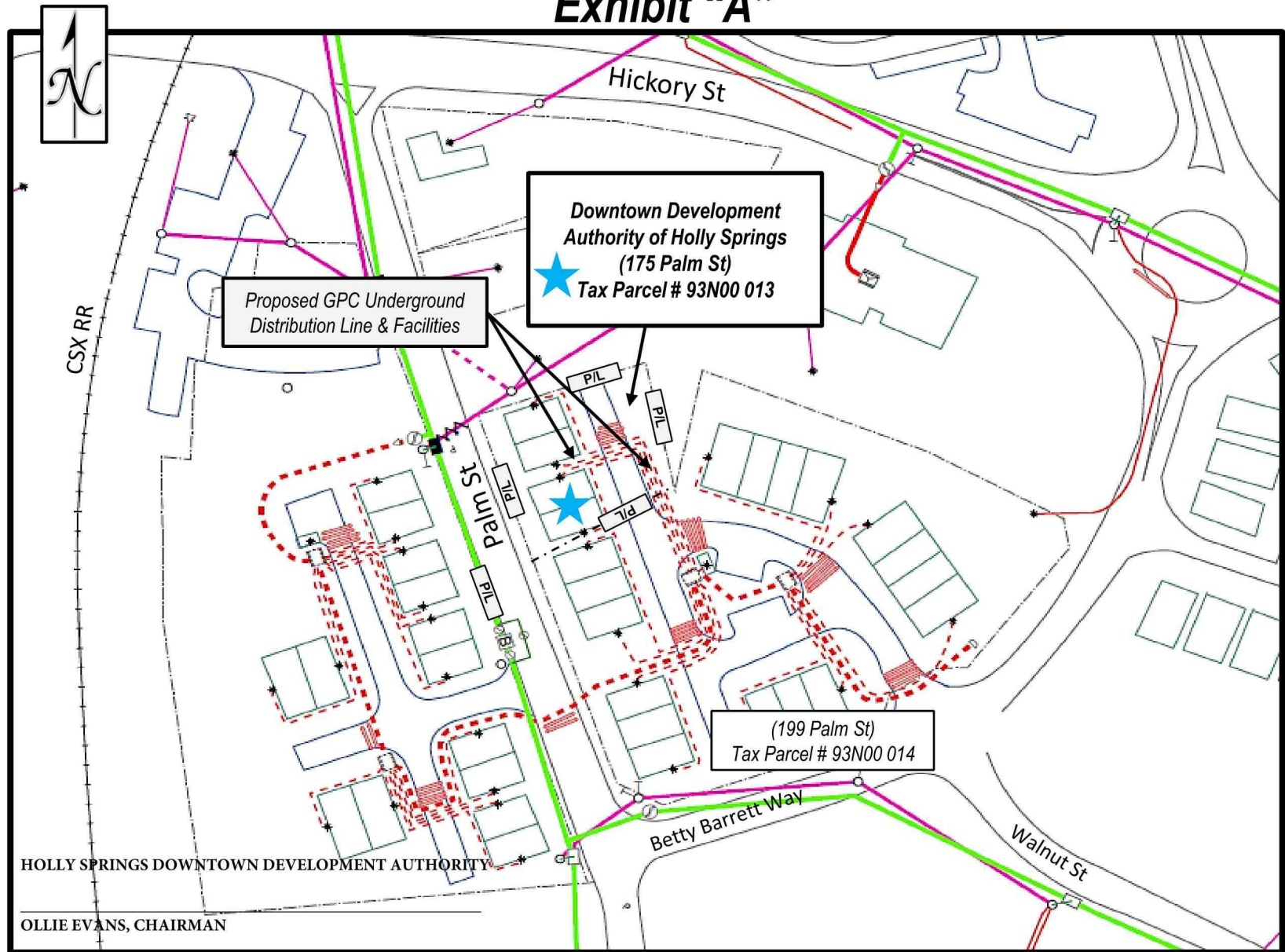
By: _____ (SEAL)
Name: OLLIE EVANS
Title: CHAIRMAN

Notary Public

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

Exhibit "A"



Environmental & Natural Resources

Parcel 002

DRAWING NOT TO SCALE

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY) DISTRIBUTION LINE

LIMS # 2022070044

Work Location(s): .5-6

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT **2022070044** LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER **10549139-GPC9596-VBS-0**
NAME OF LINE/PROJECT: **HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY) DISTRIBUTION LINE**

PARCEL NUMBER **003**

STATE OF GEORGIA
CHEROKEE COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF HOLLY SPRINGS, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO BOX 990, Holly Springs, Georgia 30142, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 199 PALM ST, CANTON, GEORGIA 30115 (Tax Parcel ID No. 93N00 014) in Land Lot 343, 2ND SECTION of the 15TH District of Cherokee County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other

PARCEL 003 NAME OF HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
 LINE/PROJECT: DISTRIBUTION LINE

lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

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[Signature(s) on Following Page(s)]

PARCEL 003

NAME OF
LINE/PROJECT:

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the
presence of:

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF
HOLLY SPRINGS, GEORGIA

Witness

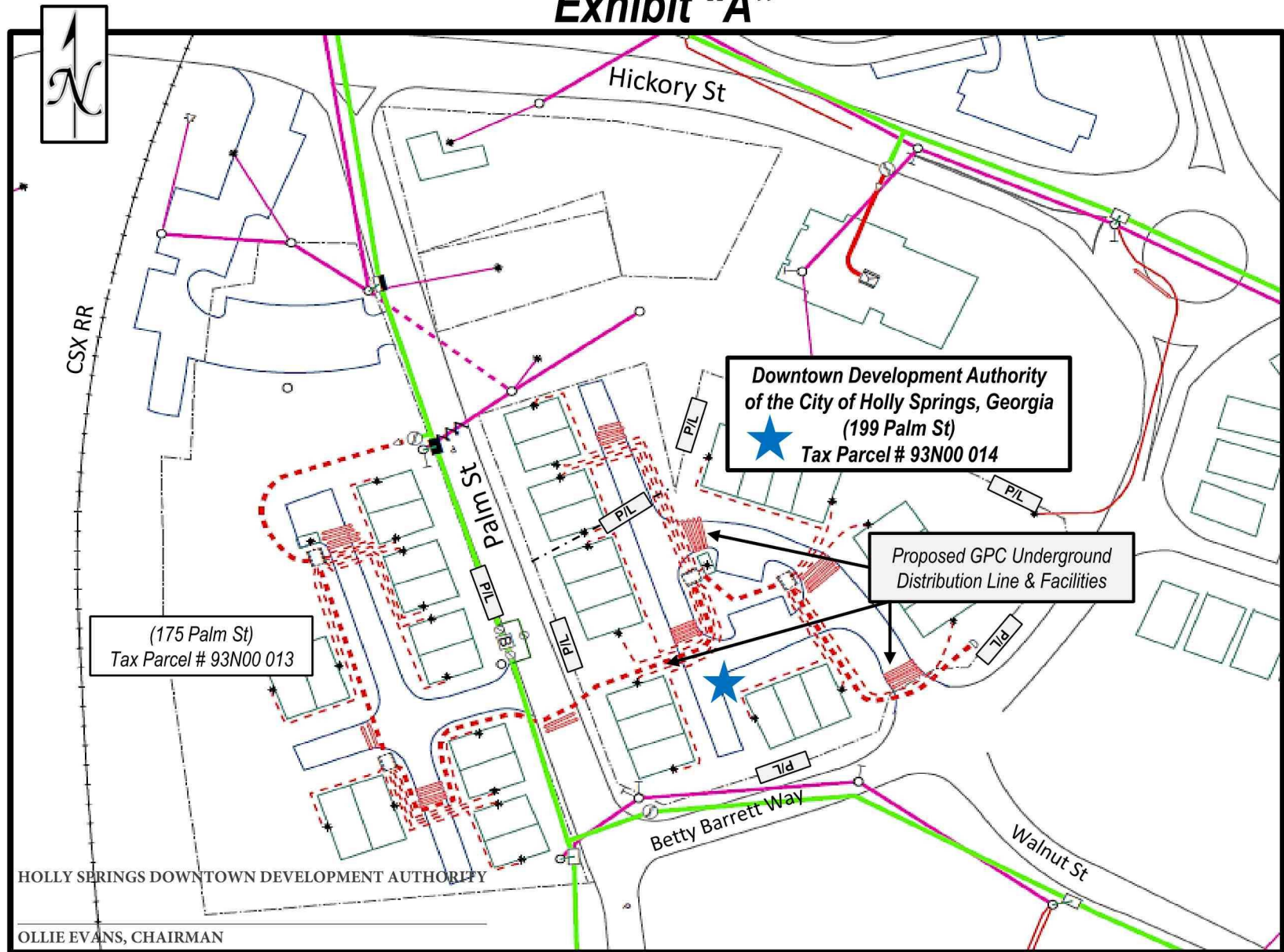
By: _____ (SEAL)
Name: OLLIE EVANS
Title: CHAIRMAN

Notary Public

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

Exhibit "A"



Environmental & Natural Resources

Parcel 003
DRAWING NOT TO SCALE

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY) DISTRIBUTION LINE
LIMS # 2022070044
Work Location(s): .5-6

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT **2022070044** LETTER FILE DEED FILE MAP FILE
ACCOUNT NUMBER **10549139-GPC9596-VBS-0**
NAME OF LINE/PROJECT: **HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY) DISTRIBUTION LINE**

PARCEL NUMBER **004**

STATE OF GEORGIA
CHEROKEE COUNTY

U N D E R G R O U N D E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is PO BOX 990, Holly Springs, Georgia 30142, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 155 HICKORY RD, CANTON, GEORGIA 30115 (Tax Parcel ID No. 93N00 009) in Land Lot 342 of the 15TH District of Cherokee County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary apparatus, fixtures and appliances; the right to stretch communication or other

PARCEL 004

NAME OF
LINE/PROJECT:

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
DISTRIBUTION LINE

lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 004

NAME OF
LINE/PROJECT:

HOLLY SPRINGS TOWNHOMES (CHEROKEE COUNTY)
DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of: HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

Witness

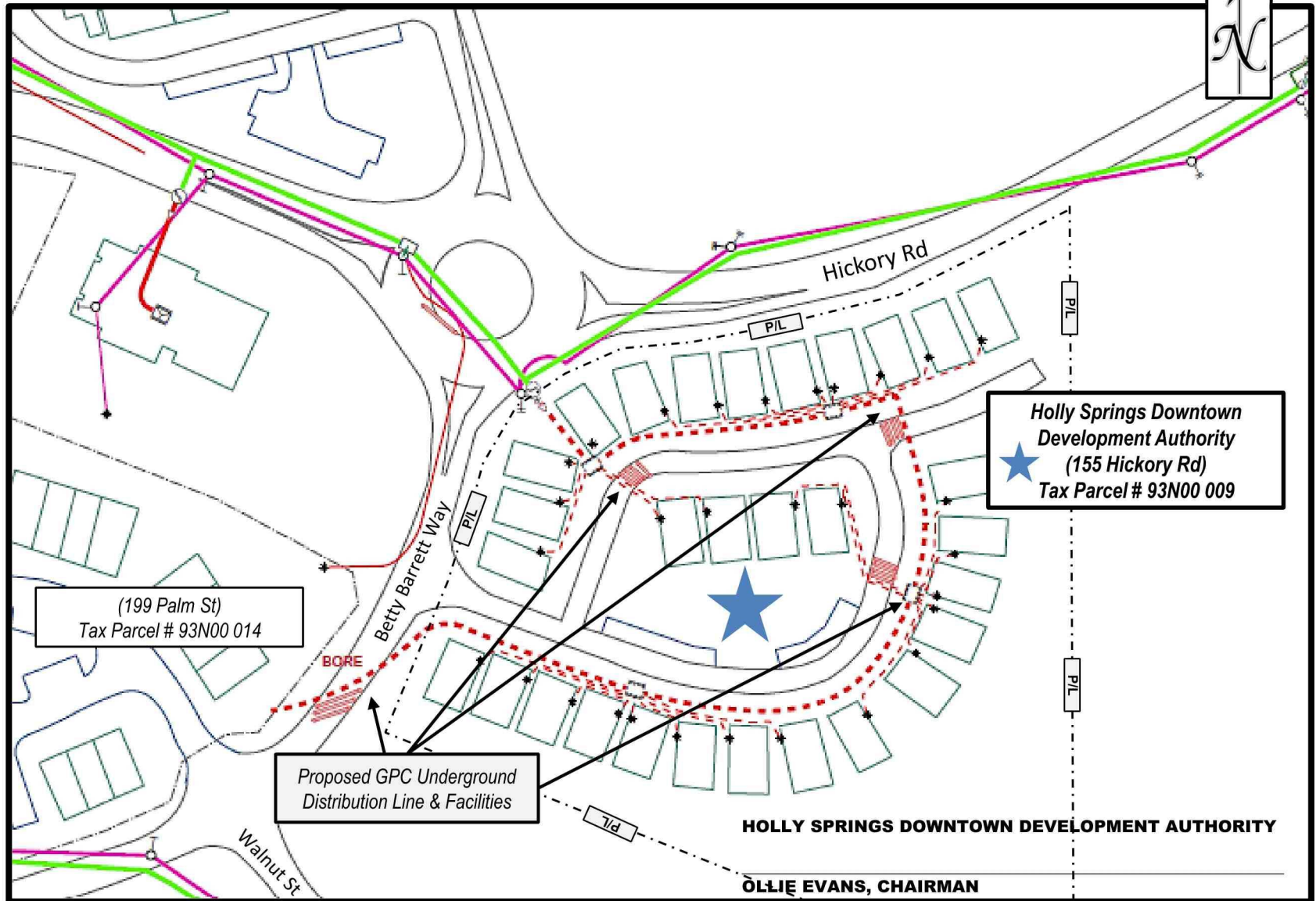
By: _____ (SEAL)
Name: OLLIE EVANS
Title: CHAIRMAN

Notary Public

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

Exhibit "A"



Environmental & Natural Resources

Parcel 004
DRAWING NOT TO SCALE

**HOLLY SPRINGS TOWNHOMES (CHEROKEE
COUNTY) DISTRIBUTION LINE**
LIMS # 2022070044
Work Location(s): .5-5

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Downtown Development Authority of Holly Springs	Property Address 1:	Betty Barrett Way at Hickory Road
Property Name:	City Homes of Holly Springs	Address 2:	
Number of Units:	30	City, State, Zip:	Holly Springs, GA 30115

Agreement Term

This Agreement begins on 8/8/2022 ("Effective Date") and shall remain in effect for a term of 10 years from 8/8/2022 (the "Initial Term"). This Agreement shall automatically renew for successive periods of 2 Years (each, a "Renewal Term"), unless either party provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Marketing

Customer's Marketing Support shall be as follows:

Service	Type of Marketing
TV	Exclusive Marketing
Internet	Exclusive Marketing
Voice	Exclusive Marketing

Easement

Customer grants to Company a non-exclusive easement. The parties agree to execute the attached Grant of Easement.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." The parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Downtown Development Authority of Holly Springs

Company: Comcast Cable Communications Management, LLC

By: _____

By: _____

Name: Ollie Evans

Title: Chairman

Name: Barry Corcoran

Title: VP Finance & Accounting

ADDRESSES FOR LEGAL NOTICES

To Customer:

Downtown Development Authority of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

To Company:

Comcast Cable Communications Management, LLC
6200 The Corners Parkway, Suite 200, Norcross, GA 30092

With a copy to:

Comcast Cable Communications Management, LLC
1701 JFK Blvd
Philadelphia, PA 19103
Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) **Definitions.**

- i. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Terminal, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- ii. **“Inside Wiring”** consists of the wiring running from the Terminal into the unit as necessary to provide the Services throughout the unit.
- iii. **“System”** consists of the Distribution System and Inside Wiring.
- iv. **“Terminal”** mean the ground block or other connection terminal located at each unit on the Property.

(b) **Scope of Work.** If either Party is installing, upgrading or re-wiring any portion of the System, a Scope of Work will be attached setting forth the responsibility of the parties regarding such work. The Parties agree to comply with the Scope of Work.

(c) **Company Obligations.** Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(d) **Ownership of Wiring.** The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the personal property of the applicable unit owner.

(e) **Use and Maintenance of Wiring.** Customer grants Company the exclusive right to operate and use the Distribution System. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Distribution System. At its expense, Company shall maintain, repair and replace the Distribution System as necessary to provide the Services. The installation, use, and repair of the Inside Wiring will be governed by separate contracts between Company and individual unit residents.

(f) **Electrical Power.** Customer shall provide electrical power, at Customer’s expense, for the Distribution System or Inside Wiring as requested by Company in locations reasonably designated by Company. In addition, if requested by Company, Customer shall, at Customer’s cost, provide one or more environmentally controlled spaces in mutually agreed upon locations on the Property for distribution facilities.

2. **Delivery of Services.** Customer grants to Company the non-exclusive right to deliver the Services to the Property.

3. **Customer Obligations.**

- (a) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (b) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property.
- (c) Customer shall supply unit numbers to Company at reasonable intervals upon Company request.

4. **Fees and Charges for Services.** For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.

5. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising Company's right and obligations under this Agreement. Customer shall use reasonable efforts to grant Company access to parts of the Property it does not have direct control over for the same purposes. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident.
- (b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to commence repairs to the Property within 45 days of notice, then Customer may undertake the repairs itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

6. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs) (collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) the Indemnifying Party's noncompliance with applicable laws (iii) the breach or inaccuracy of any representation or warranty made hereunder by the Indemnifying Party or (iv) any

injury (including death), damage or loss to persons or property caused by the Indemnifying Party. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim at Indemnifying Party's cost.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
8. **Termination.**
 - (a) **Default.** In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days' written notice without further liability of either party.
 - (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
9. **Removal of Distribution System.**
 - (a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.
 - (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.
10. **Dispute Resolution.** All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each Party shall appoint an arbitrator and the 2 arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal

laws and regulations and the laws of the jurisdiction in which the Property is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction.

11. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
12. **Marketing Support.** Customer grants Company the right to access the Property to market and sell its Services to residents of the Property. Customer shall (i) present Company's Marketing Materials to new and prospective residents during the initial presentation of rental or for-sale units and at lease signings or closings (ii) make the Marketing Materials available in the sales office or other administrative area to existing residents and (iii) at times and locations mutually agreed to by the parties, allow Company to hold marketing and sales events at the Property (collectively, "Marketing Support"). At Company's discretion, "Marketing Materials" may include, brochures, channel lineups, service descriptions, and information regarding prices and special offers. Marketing will be either exclusive or non-exclusive, as indicated in the Service Order. Marketing materials shall be provided by Company and delivered to the Property at Company's sole cost. For Services marketed on an exclusive basis, Customer agrees not to market or allow a third party to market on the Property any services similar to the exclusively marketed Services. For Services marketed on a non-exclusive basis, Customer will market such Services on a materially comparable basis with any third party services (e.g., no favorable treatment in terms of on-site events or location of marketing materials) and Customer will not treat any competing services on a more favorable basis or take actions to position competing service as "preferred" service over Company's Services.
13. **Website Link.** Company shall have the right in its sole discretion to approve any trademark/logo of Company used by Customer on Customer's website, its placement within its website, and the use of any statements or claims in connection with such trademark/logo or Company's products and services on its website. All uses of Company's trademark/logo made by Customer shall inure to the benefit of Company. Customer shall not copy or capture any portion of Company's website or any of its content within frames on Customer's website, or otherwise present or display Company's website content or represent Company's website as Customer's in any manner. Customer shall ensure that the link from its website to Company's website connects the visitor to Company's website unencumbered in any manner.
14. **Interference.** If any device or facility on the Property does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the non-compliant unit or, at Company's reasonable discretion, to the Property until such non-conformance is cured by Company, Customer or resident, as the case may be. Company shall take reasonable measures to not discontinue Services to any portion of the Property that is in compliance with applicable technical specifications.

15. **Changes to Wiring Rights.** In the event applicable law requires (i) Company to permit Customer or a third party to use all or a portion of the Distribution System or (ii) Customer to permit a third party to use all or a portion of the Exclusive Wiring, then such portions of the Distribution System and/or Exclusive Wiring shall be automatically deemed Non-Exclusive Wiring.
16. **Assignability; Binding Effect.** Either Party may assign the Agreement provided that the assignee agrees in writing to be bound by all the terms and conditions hereof. In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall assign this agreement and cause the new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns. Following any assignment, the assigning party shall give prompt notice thereof to the other party and shall not be liable for obligations under this Agreement that accrue on or after the date of the assignment.
17. **Representations and Warranties.** Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE SERVICES WILL PROVIDE UNINTERRUPTED USE, OPERATE WITHOUT DELAY OR ERROR, OR BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.
18. **Miscellaneous Provisions**
- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.
- (c) **Force Majeure.** Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation.

- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each Party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business.

SCOPE OF WORK

1. Installation or Upgrade of the System. The following tables set forth the responsibilities of the parties with respect to installation of, or upgrade to, the components making up the System. Each party agrees that work performed by it shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, and applicable law. Each Party is responsible for obtaining necessary permits for the work it performs hereunder. The Parties agree to reasonably cooperate regarding their construction and installation schedules. Customer agrees to comply with Company specifications regarding Customer's installation (if any) of any portions of the System. In the event Company determines that any wiring installed by Customer has not been installed in accordance with Company's specifications, Company shall not be required to continue its installation work or provide the Services until Customer's wiring is installed in accordance with its specifications.

DISTRIBUTION SYSTEM				
	Company		Customer	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Trenching	x	x		
Pull Boxes	x	x		
Cabling	x	x		
Termination/Testing	x	x		
Electronics	x	x		
Cross Connects (all)	x	x		

INSIDE WIRING				
	Company		Customer	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Conduit/Microducts (Pull Strings)			x	x
Home run wiring			x	x
Home wiring			x	x
Outlets & Wallplates			x	x
Structured Wiring Blocks/Modules	x	x		

2. Underground Facilities; Trenches. Prior to Company's installation work, Customer shall provide to Company any plans it has locating underground facilities existing on the Property. Customer shall give Company at least 20 days' notice of the opening of utility trenches on the Property so that Company may, at its option, install its Distribution System in the common utility trenches.

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated 8/8/2022, is made by and between Comcast Cable Communications Management, LLC, with an address of 6200 The Corners Parkway, Suite 200, Norcross, GA 30092, its successors and assigns, hereinafter referred to as "Grantee" and Downtown Development Authority of Holly Springs, with an address of P.O. Box 990, Holly Springs, GA 30142, its successors, heirs and assigns, hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated 8/8/2022, pursuant to which the Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Property described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Distribution System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located at Betty Barrett Way at Hickory Road, Holly Springs in Cherokee County, GA, described as follows:

LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Distribution System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution System and shall have free access to said Distribution System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

GRANTOR

Downtown Development Authority of Holly Springs

Witness Signature

By: _____
Name: Ollie Evans
Title: Chairman

Witness Signature

GRANTEE

Comcast Cable Communications Management, LLC

WITNESS/ATTEST:

Witness Signature

By: _____
Name: Barry Corcoran
Title: VP Finance & Accounting

Witness Signature

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Ollie Evans_ , the of Downtown Development Authority of Holly Springs, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Barry Corcoran, the VP Finance & Accounting of Comcast Cable Communications Management, LLC, on behalf of said entity. He/She is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My Commission expires: _____

LEGAL DESCRIPTION

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Downtown Development Authority of Holly Springs	Property Address 1:	411 Hickory Rd
Property Name:	Holly Springs Townhomes	Address 2:	
Number of Units:	35	City, State, Zip:	Holly Springs, GA 30115

Agreement Term

This Agreement begins on 8/8/2022 ("Effective Date") and shall remain in effect for a term of 10 years from 8/8/2022 (the "Initial Term"). This Agreement shall automatically renew for successive periods of 2 Years (each, a "Renewal Term"), unless either party provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has non-exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing

Customer's Marketing Support shall be as follows:

Service	Type of Marketing
TV	Exclusive Marketing
Internet	Exclusive Marketing
Voice	Exclusive Marketing

Courtesy Services

Common Area Courtesy TV Service

Courtesy TV Service	# of Outlets	Location	Courtesy TV Equipment	Upgradable
Popular TV	1	Residential Common Area	HD Digital Converter	No

Easement

Customer grants to Company a non-exclusive easement. The parties agree to execute the attached Grant of Easement.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." The parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Downtown Development Authority of Holly Springs

Company: Comcast Cable Communications Management, LLC

By: _____

By: _____

Name: Ollie Evans

Title: Chairman

Name: Barry Corcoran

Title: VP Finance & Accounting

ADDRESSES FOR LEGAL NOTICES

To Customer:

Downtown Development Authority of Holly Springs
P.O. Box 990
Holly Springs, GA 30142

To Company:

Comcast Cable Communications Management, LLC
6200 The Corners Parkway, Suite 200, Norcross, GA 30092

With a copy to:

Comcast Cable Communications Management, LLC
1701 JFK Blvd
Philadelphia, PA 19103
Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) **Definitions.**

- i. **"Demarcation Points"** means the point or points at which the Distribution System connects to the Home Run Wiring.
- ii. **"Distribution System"** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Demarcation Points on the Property, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **"Exclusive Wiring"** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **"Home Wiring"** means the wiring within each unit from the first splitter or multimedia panel (as applicable) to wall plates.
- v. **"Home Run Wiring"** means the wiring from the Demarcation Points to the first splitter or multimedia panel (as applicable) within each unit.
- vi. **"Inside Wiring"** consists of Home Run Wiring and Home Wiring.
- vii. **"Non-Exclusive Wiring"** means those portions of the Inside Wiring that are not Exclusive Wiring.
- viii. **"System"** consists of the Distribution System and Inside Wiring.

(b) **Scope of Work.** If either Party is installing, upgrading or re-wiring any portion of the System, a Scope of Work will be attached setting forth the responsibility of the parties regarding such work. The Parties agree to comply with the Scope of Work.

(c) **Company Obligations.** Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission ("FCC") regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation and use of the wiring as set forth herein.

(d) **Ownership of Wiring.** The Distribution System is and will remain the personal property of Company. The Home Run Wiring is and will remain the personal property of Customer. The Home Wiring is and will remain the personal property of Customer or, where units and in-unit wiring are individual owned, the unit owner ("Resident Owned Wiring").

(e) **Use and Maintenance of Wiring.** Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. At its

expense, Company shall maintain, repair and replace the Exclusive Wiring as necessary to provide the Services. At its expense, Customer shall maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to maintain the Non-Exclusive Wiring in accordance with Company's technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer's on-site personnel) and request the repairs. If the repairs are not made within 20 days after receipt of such notice, Company may (i) suspend delivery of the Services to the affected units until repairs are made by Customer or (ii) repair the Non-Exclusive Wiring and charge Customer the actual and reasonable costs expended by Company. Notwithstanding anything to the contrary contained in this section, if Customer cannot grant rights to Resident Owned Wiring, then the rights to operate, use and repair any Resident Owned Wiring will be governed by separate contracts between Company and the unit resident.

- (f) **Electrical Power.** Customer shall provide electrical power, at Customer's expense, for the Distribution System or Inside Wiring as requested by Company in locations reasonably designated by Company. Company shall have the right (but not the obligation) to install optical network units (each, an "ONU"), modems or other required equipment in units where applicable and deemed necessary by Company. Such equipment shall remain owned by Company, unless otherwise agreed in writing with Customer or a resident. In addition, if requested by Company, Customer shall, at Customer's cost, provide one or more environmentally controlled spaces in mutually agreed upon locations on the Property for distribution facilities.

- 2. **Delivery of Service.** Customer grants to Company the non-exclusive right to deliver its Services to the Property.

3. **Customer Obligations.**

- (a) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (b) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property.
- (c) Customer shall supply unit numbers to Company at reasonable intervals upon Company request.

- 4. **Fees and Charges for Services.** For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.

5. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising

Company's right and obligations under this Agreement. Customer shall use reasonable efforts to grant Company access to parts of the Property it does not have direct control over for the same purposes. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident.

- (b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to commence repairs to the Property within 45 days of notice, then Customer may undertake the repairs itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

- 6. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and costs) (collectively, "Damages") incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) the Indemnifying Party's noncompliance with applicable laws (iii) the breach or inaccuracy of any representation or warranty made hereunder by the Indemnifying Party or (iv) any injury (including death), damage or loss to persons or property caused by the Indemnifying Party. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim at Indemnifying Party's cost.

- 7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

8. **Termination.**

- (a) **Default.** In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days' written notice without further liability of either party.
- (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

9. **Removal of Distribution System.**

- (a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

10. **Dispute Resolution.** All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each Party shall appoint an arbitrator and the 2 arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Property is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction.
11. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
12. **Marketing Support.** Customer grants Company the right to access the Property to market and sell its Services to residents of the Property. Customer shall (i) present Company's Marketing Materials to new and prospective residents during the initial presentation of rental or for-sale units and at lease signings or closings (ii) make the Marketing Materials available in the sales office or other administrative area to existing residents and (iii) at times and locations mutually agreed to by the parties, allow Company to hold marketing and sales events at the Property (collectively, "Marketing Support"). At Company's discretion, "Marketing Materials" may include, brochures, channel lineups, service descriptions, and information regarding prices and special offers. Marketing will be either exclusive or non-exclusive, as indicated in the Service Order. Marketing materials shall be provided by Company and delivered to the Property at Company's sole cost. For Services marketed on an exclusive basis, Customer agrees not to market or allow a third party to market on the Property any services similar to the exclusively marketed Services. For Services marketed on a non-exclusive basis, Customer will market such Services on a materially comparable basis with any third party services (e.g., no favorable treatment in terms of on-site events or location of marketing materials) and Customer will not treat any competing services on a more favorable basis or take actions to position competing service as "preferred" service over Company's Services.

13. **Website Link.** Company shall have the right in its sole discretion to approve any trademark/logo of Company used by Customer on Customer's website, its placement within its website, and the use of any statements or claims in connection with such trademark/logo or Company's products and services on its website. All uses of Company's trademark/logo made by Customer shall inure to the benefit of Company. Customer shall not copy or capture any portion of Company's website or any of its content within frames on Customer's website, or otherwise present or display Company's website content or represent Company's website as Customer's in any manner. Customer shall ensure that the link from its website to Company's website connects the visitor to Company's website unencumbered in any manner.
14. **Interference.** If any device or facility on the Property does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the non-compliant unit or, at Company's reasonable discretion, to the Property until such non-conformance is cured by Company, Customer or resident, as the case may be. Company shall take reasonable measures to not discontinue Services to any portion of the Property that is in compliance with applicable technical specifications.
15. **Changes to Wiring Rights.** In the event applicable law requires (i) Company to permit Customer or a third party to use all or a portion of the Distribution System or (ii) Customer to permit a third party to use all or a portion of the Exclusive Wiring, then such portions of the Distribution System and/or Exclusive Wiring shall be automatically deemed Non-Exclusive Wiring.
16. **Assignability; Binding Effect.** Either Party may assign the Agreement provided that the assignee agrees in writing to be bound by all the terms and conditions hereof. In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall assign this agreement and cause the new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns. Following any assignment, the assigning party shall give prompt notice thereof to the other party and shall not be liable for obligations under this Agreement that accrue on or after the date of the assignment.
17. **Representations and Warranties.** Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE SERVICES WILL PROVIDE UNINTERRUPTED USE, OPERATE WITHOUT DELAY OR ERROR, OR BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR

MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

18. **Miscellaneous Provisions**

- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.
- (c) **Force Majeure.** Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation.
- (d) **Applicable Law.** This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) **Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) **Notices.** All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) **Confidentiality.** Except as otherwise required by applicable law, each Party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business.

SCOPE OF WORK

1. Installation or Upgrade of the System. The following tables set forth the responsibilities of the parties with respect to installation of, or upgrade to, the components making up the System. Each party agrees that work performed by it shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, and applicable law. Each Party is responsible for obtaining necessary permits for the work it performs hereunder. The Parties agree to reasonably cooperate regarding their construction and installation schedules. Customer agrees to comply with Company specifications regarding Customer's installation (if any) of any portions of the System. In the event Company determines that any wiring installed by Customer has not been installed in accordance with Company's specifications, Company shall not be required to continue its installation work or provide the Services until Customer's wiring is installed in accordance with its specifications.

DISTRIBUTION SYSTEM				
	Company		Customer	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Trenching	x	x		
Pull Boxes	x	x		
Cabling	x	x		
Termination/Testing	x	x		
Electronics	x	x		
Cross Connects (all)	x	x		

INSIDE WIRING				
	Company		Customer	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Home run wiring			x	x
Home wiring			x	x
In-Unit Media Panels			x	x
Outlets & Wallplates			x	x
Structured Wiring Blocks/Modules	x	x		

2. Underground Facilities; Trenches. Prior to Company's installation work, Customer shall provide to Company any plans it has locating underground facilities existing on the Property. Customer shall give Company at least 20 days' notice of the opening of utility trenches on the Property so that Company may, at its option, install its Distribution System in the common utility trenches.
3. Media Panel Specifications. Customer agrees to meet the following specifications with respect to the In-Unit Media Panel.
 - a. The Media Panel will be plastic.
 - b. The Media Panel will be reasonably accessible and not obstructed.

- c. If the Media Panel does not meet the depth requirements below, it will be compatible with a frame extender that provides added depth and will be installed in a location with sufficient space for a frame extender to be added.
- d. The interior Media Panel dimensions will not be smaller than:

Dimensions if Comcast is sole provider occupying panel			Dimensions if multiple providers are occupying panel		
Height	Width	Depth	Height	Width	Depth
30"	14"	5"	42"	14"	5"

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated 8/8/2022, is made by and between Comcast Cable Communications Management, LLC, with an address of 6200 The Corners Parkway, Suite 200, Norcross, GA 30092, its successors and assigns, hereinafter referred to as "Grantee" and Downtown Development Authority of Holly Springs, with an address of P.O. Box 990, Holly Springs, GA 30142, its successors, heirs and assigns, hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated 8/8/2022, pursuant to which the Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Property described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Distribution System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located at 411 Hickory Rd, Holly Springs in County, GA, described as follows:

LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Distribution System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution System and shall have free access to said Distribution System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

GRANTOR

Downtown Development Authority of Holly Springs

Witness Signature

By: _____
Name: Ollie Evans
Title: Chairman

Witness Signature

GRANTEE

WITNESS/ATTEST:

Comcast Cable Communications Management, LLC

Witness Signature

By: _____
Name: Barry Corcoran
Title: VP Finance & Accounting

Witness Signature

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Ollie Evans ,
the of Downtown Development Authority of Holly Springs, on behalf of said entity. He/she is personally known to
me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Barry
Corcoran, the VP Finance & Accounting of Comcast Cable Communications Management, LLC, on behalf of said
entity. He/She is personally known to me or has presented _____ (type of identification) as
identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My Commission expires: _____

LEGAL DESCRIPTION

Common Area Courtesy TV Service Attachment

Company shall provide to Customer, at no charge, the Common Area TV Courtesy Service and Courtesy TV Equipment listed on the Service Order (or an equivalent tier if Company discontinues the current tier) for use by Customer in residential common areas of the Property. Company may place a sticker or similar signage on or near the televisions that receive the Common Area TV Courtesy Services indicating the services are provided by Company. Customer acknowledges and agrees that it is prohibited by federal copyright law, and Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Property. Customer hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Property, nor permit any other person to do so. In the event Customer engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, Company may terminate the Common Area TV Courtesy Services. Customer shall return any Courtesy TV Equipment provided by Company within 10 days of the termination of the Common Area TV Courtesy Services. Customer shall notify Company of, and reimburse Company for Company's costs to replace, any Courtesy TV Equipment that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from Company.

**FOURTH AMENDMENT TO
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

THIS FOURTH AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (this “Fourth Amendment”) is made and entered effective the 18th day of July, 2022 by and between WALTON HOLLY SPRINGS, LLC, a Georgia limited liability company (hereinafter referred to as “Purchaser”) and DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS (hereinafter referred to as “Seller”).

WITNESSETH:

WHEREAS, Stonecrest Homes GA, LLC, a Georgia limited liability company (“Stonecrest Homes”) and Seller entered into that certain Agreement for Sale and Purchase of Real Property dated as of August 18, 2021, as amended by that certain First Amendment to Agreement for Sale and Purchase of Real Property dated February 16, 2022, further amended by that certain Second Amendment to Agreement for Sale and Purchase of Real Property dated March 30, 2022, and further amended by that certain Third Amendment to Agreement for Sale and Purchase of Real Property dated June 30, 2022 (as amended, hereinafter referred to as the “Purchase Agreement”), pursuant to which the Seller agreed to sell to Stonecrest Homes certain real property located in Land Lots 306, 307, 342, and 343, 15th District, City of Holly Springs, Cherokee County, Georgia (the “Property”);

WHEREAS, Stonecrest Homes transferred and assigned all of its rights and obligations under the Purchase Agreement to Purchaser pursuant to that certain Assignment and Assumption of Purchase Agreement dated November 1, 2021; and

WHEREAS, the parties are desirous of amending certain terms and provisions of the Purchase Agreement, as hereinafter provided.

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 Purchaser to Seller, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby amend the Purchase Agreement as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as part of this Fourth Amendment.
2. Defined Terms. All capitalized terms used herein shall have the meanings ascribed to those terms in the Purchase Agreement, unless otherwise specified herein.
3. Conflicting Provisions. Where conflicting, the terms and provisions of this Fourth Amendment shall supersede and control over those set forth in the Purchase Agreement.
4. Inspection Period. Seller and Purchaser hereby extend the Contingency Deadline until Friday, September 16, 2022, at 5:00 p.m.
5. Counterparts. The parties agree to accept this Fourth Amendment as fully executed upon receipt of counterpart signatures via facsimile or electronic mail. This Fourth 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.

6. All other terms and conditions of the Purchase Agreement will remain the same and unchanged. By execution of this Fourth Amendment, the Seller and Purchaser affirm that the Contingency Deadline has not expired and that the Purchase Agreement is in full force and effect. Any termination of the Purchase Agreement prior to the date of this Fourth Amendment shall be null and void. Further, any termination or expiration of the Contingency Deadline prior to the date of this Fourth Amendment shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment under seal as of the date indicated above.

SELLER:

**DOWNTOWN DEVELOPMENT AUTHORITY
OF HOLLY SPRINGS**



By: [Signature]
Name: Ollie Evans
Title: Chairman
Attest: [Signature]
Name: Guillermo Sanabria
Title: Secretary
Date: July 15, 2022

PURCHASER:

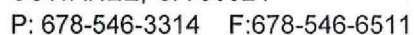
WALTON HOLLY SPRINGS, LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM BY:

**ATTORNEY FOR THE CITY OF HOLLY
SPRINGS, GEORGIA**

By: [Signature]
Name: Robert M. Dyer
Title: City Attorney



Stonecrest Homes

DATE: 8/3/2022

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 202__, between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantor") and THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

HOLLY SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

TRACT 1C

ALL THAT TRACT or parcel of land lying and being in Land Lots 343 and 344 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the westerly variable right-of-way of Palm Street and the southerly variable right-of-way of Hickory Road, said point also being the POINT OF BEGINNING;

THENCE, from the POINT OF BEGINNING southerly along said westerly right-of-way on a bearing of South 17 degrees 14 minutes 30 seconds East, a distance of 131.00 feet to a point;

THENCE, southerly along a curve to the right having a radius of 21193.23 feet and an arc length of 7.35 feet, being subtended by a chord of South 17 degrees 15 minutes 43 seconds East, a distance of 7.35 feet to a point;

THENCE, westerly leaving said westerly right-of-way on a bearing of South 72 degrees 44 minutes 52 seconds West, a distance of 3.45 feet to a point;

THENCE, northerly on a bearing of North 15 degrees 05 minutes 55 seconds West, a distance of 36.82 feet to a point;

THENCE, northerly along a curve to the left having a radius of 714.00 feet and an arc length of 77.83 feet, being subtended by a chord of North 18 degrees 13 minutes 17 seconds West, a distance of 77.79 feet to a point;

THENCE, westerly on a bearing of North 56 degrees 57 minutes 08 seconds West, a distance of 28.14 feet to a point;

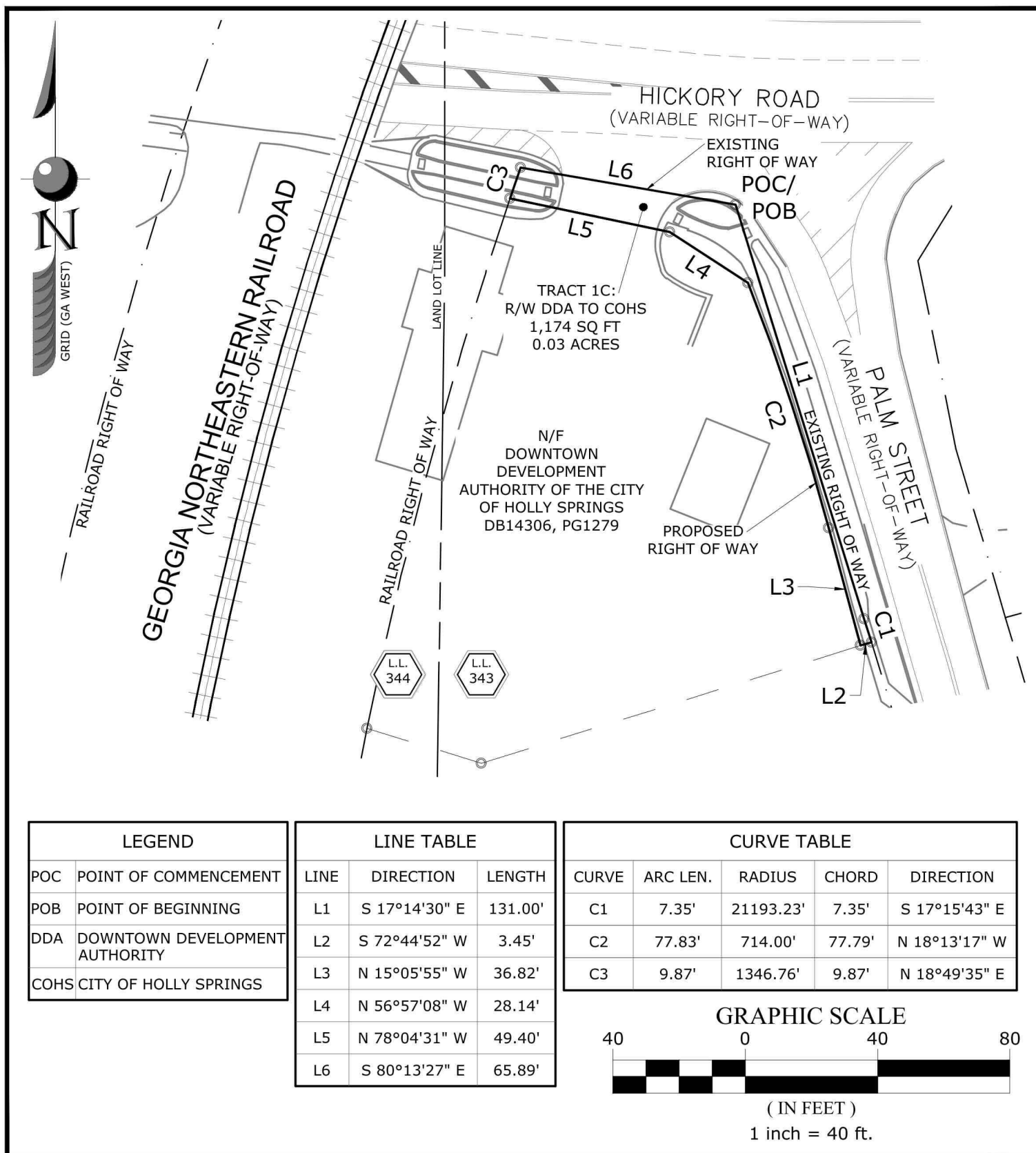
THENCE, westerly on a bearing of North 78 degrees 04 minutes 31 seconds West, a distance of 49.40 feet to a point at the easterly right-of-way of Georgia Northeastern Railroad (Variable Right of Way);

THENCE, northerly along said easterly railroad right-of-way along a curve to the right having a radius of 1346.76 feet and an arc length of 9.87 feet, being subtended by a chord of North 18 degrees 49 minutes 35 seconds East, a distance of 9.87 feet to a point at the southerly variable right-of-way of Hickory Road;

THENCE, easterly leaving said easterly railroad right-of-way on a bearing of South 80 degrees 13 minutes 27 seconds East, a distance of 65.89 feet to the POINT OF BEGINNING;

The herein described tract of land contains 1,174 Square Feet or 0.03 Acres.

EXHIBIT "A-1"



ALL MATTERS OF TITLE ARE EXCEPTED | © COPYRIGHT 2021

 **SEI**

SOUTHEASTERN ENGINEERING, INC.
 2470 Sandy Plains Road Marietta, Georgia 30066
 tel: 770-321-3936
 www.seengineering.com
 LSF NO. 000913

PROPOSED PROPERTY LINE EXHIBIT FOR:
CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT

LOCATED IN:
LAND LOTS 343 & 344 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA

Proj. No.: 1076-21-274

Surveyed By: N/A

Field Date: N/A

Drafted By: A ARGUELLES

Issue Date: 06/27/22

1 OF 1

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 202__, between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantor") and THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

HOLLY SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

Tract 4B_Right of Way

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the southerly Right of Way of Hickory Road (Variable Right of Way) and the easterly Right of Way of Palm Street (Variable Right of Way);
THENCE, southerly along said easterly Right of Way on a bearing of South 11 degrees 25 minutes 11 seconds East, a distance of 80.08 feet to a point;
THENCE, southerly on a bearing of South 16 degrees 19 minutes 00 seconds East, a distance of 52.98 feet to a point;
THENCE, southerly on a bearing of South 16 degrees 36 minutes 16 seconds East, a distance of 74.86 feet to a point;
THENCE, southerly on a bearing of South 17 degrees 28 minutes 39 seconds East, a distance of 74.16 feet to a point;
THENCE, southerly on a bearing of South 15 degrees 57 minutes 42 seconds East, a distance of 106.74 feet to a point;
THENCE, southerly on a bearing of South 16 degrees 37 minutes 37 seconds East, a distance of 153.89 feet to a point;
THENCE, southerly along a curve to the right an arc length of 55.65 feet (said curve having a radius of 1584.45 feet and a chord bearing of South 15 degrees 37 minutes 14 seconds East, and a chord distance of 55.63 feet) to a point at the northwesterly Right of Way of Betty Barrett Way (Variable Right of Way), said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING easterly along the northwesterly Right of Way of Betty Barrett Way (Variable Right of Way) on a bearing of South 63 degrees 10 minutes 30 seconds East, a distance of 38.85 feet to a point;
THENCE, easterly on a bearing of North 75 degrees 38 minutes 25 seconds East, a distance of 110.00 feet to a point;
THENCE, easterly along a curve to the left an arc length of 74.57 feet (said curve having a radius of 409.68 feet and a chord bearing of North 70 degrees 36 minutes 18 seconds East, and a chord distance of 74.47 feet) to a point;
THENCE, northeasterly on a bearing of North 24 degrees 52 minutes 52 seconds East, a distance of 14.27 feet to a point;
THENCE, northeasterly on a bearing of North 59 degrees 54 minutes 25 East, a distance of 72.07 feet to a point;
THENCE, easterly on a bearing of South 89 degrees 14 minutes 02 seconds East, a distance of 12.34 feet to a point;
THENCE, northeasterly along a curve to the left an arc length of 66.00 feet (said curve having a radius of 409.68 feet and a chord bearing of North 47 degrees 32 minutes 51 seconds East, and a chord distance of 65.93 feet) to a point;
THENCE, easterly across Betty Barret Way (Variable Right of Way) on a bearing of South 68 degrees 27 minutes 25 seconds East, a distance of 63.88 feet to a point at the easterly Right of Way of Betty Barret Way (Variable Right of Way);

THENCE, southwesterly along said easterly Right of Way along a curve to the right an arc length of 105.86 feet (said curve having a radius of 468.12 feet and a chord bearing of South 46 degrees 34 minutes 37 seconds West, and a chord distance of 105.64 feet) to a point;

THENCE, southerly on a bearing of South 10 degrees 58 minutes 10 seconds West, a distance of 31.94 feet to a point;

THENCE, southeasterly along a curve to the left an arc length of 99.94 feet (said curve having a radius of 178.37 feet and a chord bearing of South 45 degrees 30 minutes 10 seconds East, and a chord distance of 98.64 feet) to a point;

THENCE, easterly on a bearing of South 61 degrees 47 minutes 25 seconds East, a distance of 26.62 feet to a point;

THENCE, westerly along a curve to the left an arc length of 117.29 feet (said curve having a radius of 274.66 feet and a chord bearing of North 75 degrees 34 minutes 44 seconds West, and a chord distance of 116.40 feet) to a point;

THENCE, westerly on a bearing of North 87 degrees 48 minutes 45 seconds West, a distance of 6.01 feet to a point;

THENCE, northwesterly on a bearing of North 33 degrees 51 minutes 53 seconds West, a distance of 31.93 feet to a point;

THENCE, westerly on a bearing of North 76 degrees 57 minutes 40 seconds West, a distance of 34.24 feet to a point;

THENCE, westerly along a curve to the right an arc length of 80.12 feet (said curve having a radius of 469.98 feet and a chord bearing of South 69 degrees 36 minutes 55 seconds West, and a chord distance of 80.02 feet) to a point;

THENCE, westerly on a bearing of South 75 degrees 36 minutes 03 seconds West, a distance of 0.65 feet to a point;

THENCE, westerly along a curve to the right an arc length of 2.10 feet (said curve having a radius of 1450.34 feet and a chord bearing of North 85 degrees 17 minutes 17 seconds West, and a chord distance of 2.10 feet) to a point;

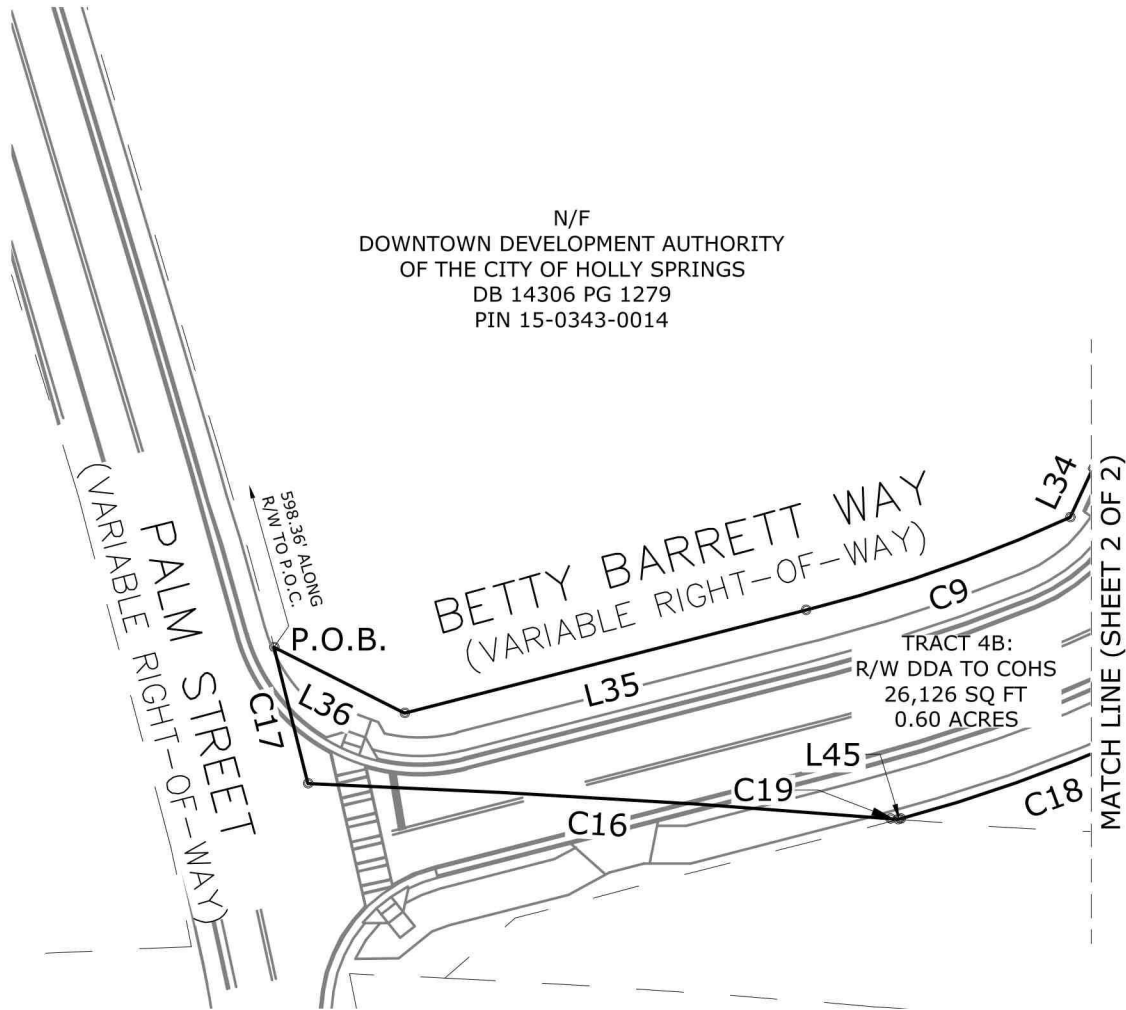
THENCE, westerly along a curve to the left an arc length of 154.94 feet (said curve having a radius of 3495.26 feet and a chord bearing of North 86 degrees 30 minutes 59 seconds West, and a chord distance of 154.92 feet) to a point;

THENCE, northerly along a curve to the left an arc length of 37.33 feet (said curve having a radius of 1584.45 feet and a chord bearing of North 13 degrees 56 minutes 22 seconds West, and a chord distance of 37.33 feet) to the POINT OF BEGINNING.

Said parcel contains 26,126 Square Feet or 0.60 Acres.

EXHIBIT "A-1"

N/F
DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF HOLLY SPRINGS
DB 14306 PG 1279
PIN 15-0343-0014



GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

LINE TABLE

LINE	DIRECTION	LENGTH
L32	S 89°14'02" E	12.34'
L33	N 59°54'25" E	72.07'
L34	N 24°52'52" E	14.27'
L35	N 75°38'25" E	110.00'
L36	S 63°10'30" E	38.85'
L39	S 68°27'25" E	63.88'

LINE TABLE

LINE	DIRECTION	LENGTH
L40	S 10°58'10" W	31.94'
L41	S 61°47'25" E	26.62'
L42	N 87°48'45" W	6.01'
L43	N 33°51'53" W	31.93'
L44	N 76°57'40" W	34.24'
L45	S 75°36'03" W	0.65'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
DDA	DOWNTOWN DEVELOPMENT AUTHORITY
COHS	CITY OF HOLLY SPRINGS

NOTE: CURVE TABLE
ON SHEET 2 OF 2

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SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

PROPOSED PROPERTY LINE EXHIBIT FOR:
CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT

LOCATED IN:
LAND LOT 343 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA

Proj. No.: 1076-17-274

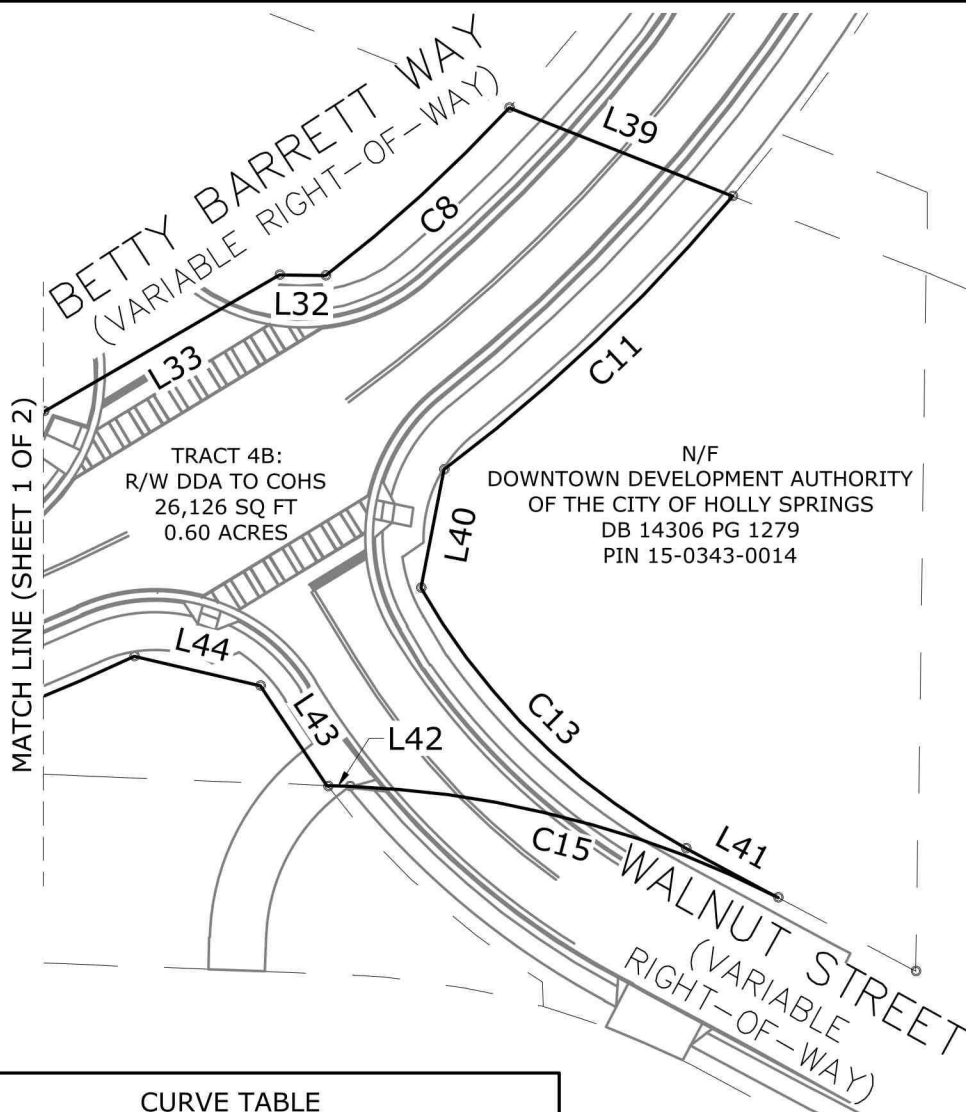
Surveyed By: N/A

Field Date: N/A

Drafted By: A. ARGUELLES

Issue Date: 06/24/22

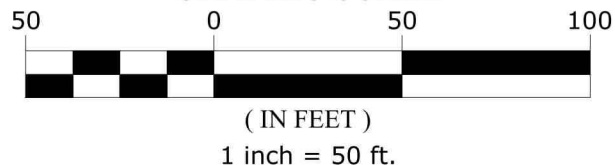
1 OF 2



CURVE TABLE

CURVE	ARC LEN.	RADIUS	CHORD	DIRECTION
C8	66.00'	409.68'	65.93'	N 47°32'51" E
C9	74.57'	409.68'	74.47'	N 70°36'18" E
C11	105.86'	468.12'	105.64'	S 46°34'37" W
C13	99.94'	178.37'	98.64'	S 45°30'10" E
C15	117.29'	274.66'	116.40'	N 75°34'44" W
C16	154.94'	3495.26'	154.92'	N 86°30'59" W
C17	37.33'	1584.45'	37.33'	N 13°56'22" W
C18	80.12'	469.98'	80.02'	S 69°36'55" W
C19	2.10'	1450.34'	2.10'	N 85°17'17" W

GRAPHIC SCALE



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
DDA	DOWNTOWN DEVELOPMENT AUTHORITY
COHS	CITY OF HOLLY SPRINGS

NOTE: LINE TABLE
ON SHEET 1 OF 2

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PROPOSED PROPERTY LINE EXHIBIT FOR:
CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT

LOCATED IN:
LAND LOT 343 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA

Proj. No.: 1076-17-274

Surveyed By: N/A

Field Date: N/A

Drafted By: A. ARGUELLES

Issue Date: 06/24/22

2 OF 2

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 202__, between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantor") and THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

HOLLY SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

Tract 4D

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the southerly Right of Way of Hickory Road (Variable Right of Way) and the easterly Right of Way of Palm Street (Variable Right of Way);
THENCE, southerly along said easterly Right of Way on a bearing of South 11 degrees 25 minutes 11 seconds East, a distance of 80.08 feet to a point;
THENCE, southerly on a bearing of South 16 degrees 19 minutes 00 seconds East, a distance of 52.98 feet to a point;
THENCE, southerly on a bearing of South 16 degrees 36 minutes 16 seconds East, a distance of 74.86 feet to a point;
THENCE, southerly on a bearing of South 17 degrees 28 minutes 39 seconds East, a distance of 74.16 feet to a point;
THENCE, southerly on a bearing of South 15 degrees 57 minutes 42 seconds East, a distance of 106.74 feet to a point;
THENCE, southerly on a bearing of South 16 degrees 37 minutes 37 seconds East, a distance of 153.89 feet to a point;
THENCE, southerly along a curve to the right an arc length of 55.65 feet (said curve having a radius of 1584.45 feet and a chord bearing of South 15 degrees 37 minutes 14 seconds East, and a chord distance of 55.63 feet) to a point;
THENCE, southerly leaving said easterly Right of Way of Palm Street, along a curve to the left an arc length of 37.33 feet (said curve having a radius of 1584.45 feet and a chord bearing of South 13 degrees 56 minutes 22 seconds East, and a chord distance of 37.33 feet) to a point;
THENCE, easterly, along a curve to the left an arc length of 154.94 feet (said curve having a radius of 3495.26 feet and a chord bearing of South 86 degrees 30 minutes 59 seconds East, and a chord distance of 154.92 feet) to a point;
THENCE, easterly on a bearing of South 85 degrees 17 minutes 17 seconds East, a distance of 2.10 feet to a point, said point also being the POINT OF BEGINNING.

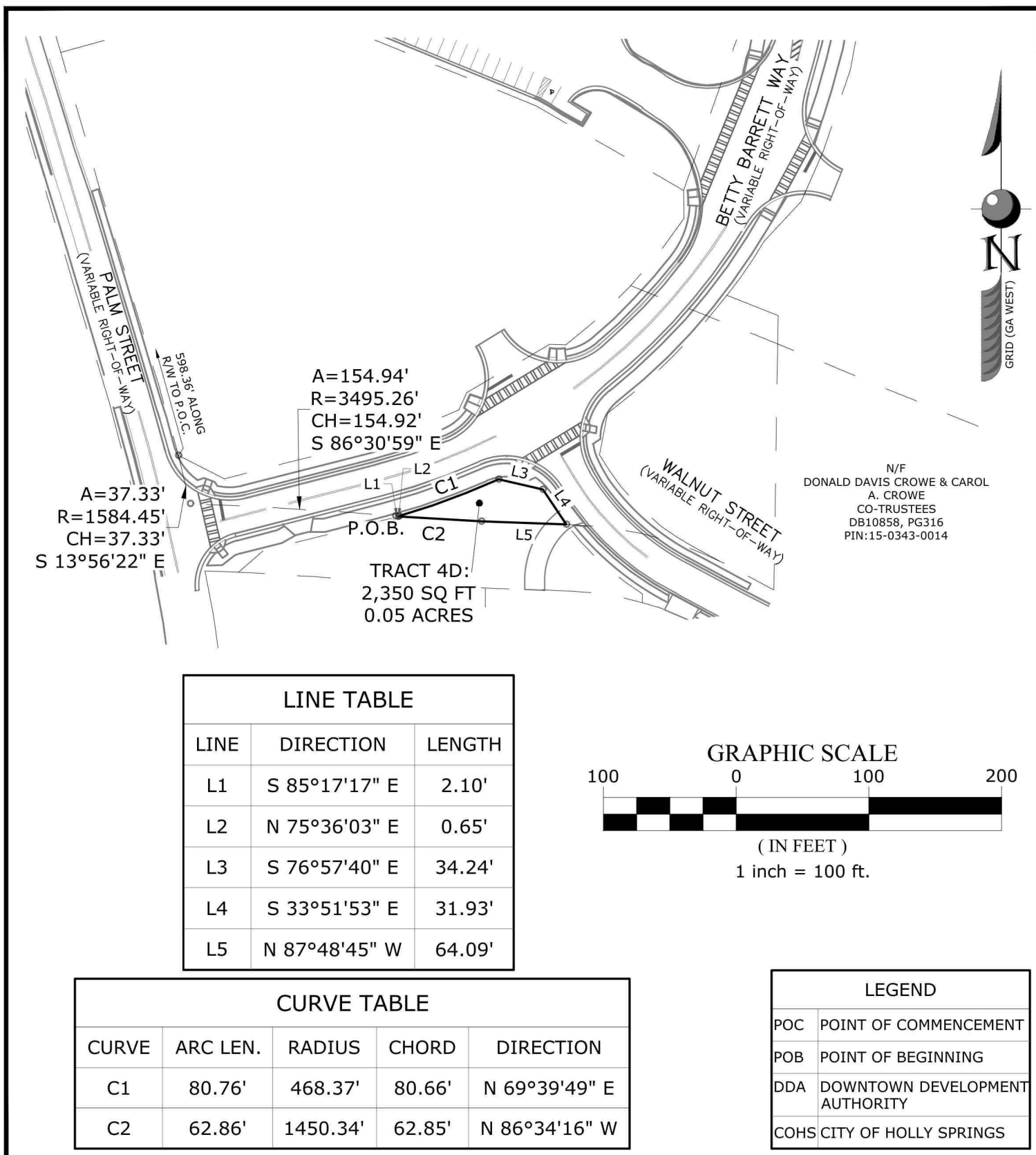
THENCE, from the POINT OF BEGINNING, easterly on a bearing of North 75 degrees 36 minutes 03 seconds East, a distance of 0.65 feet to a point;
THENCE, northeasterly along said southeasterly Right of Way along a curve to the left an arc length of 80.76 feet (said curve having a radius of 468.37 feet and a chord bearing of North 69 degrees 39 minutes 49 seconds East, and a chord distance of 80.66 feet) to a point at the westerly end of a miter at the intersection of the easterly Right of Way of Betty Barret Way (Variable Right of Way) and the southwesterly Right of Way of Walnut Street (Variable Right of Way);
THENCE, easterly along said miter on a bearing of South 76 degrees 57 minutes 40 seconds East, a distance of 34.24 feet to a point;
THENCE, southeasterly along said southwesterly Right of Way of Walnut Street (Variable Right of Way), on a bearing of South 33 degrees 51 minutes 53 seconds East, a distance of 31.93 feet to a point;

THENCE, westerly leaving said southwesterly Right of Way on a bearing of North 87 degrees 48 minutes 45 seconds West, a distance of 64.09 feet to a point;

THENCE, westerly along a curve to the right an arc length of 62.86 feet (said curve having a radius of 1450.34 feet and a chord bearing of North 86 degrees 34 minutes 16 seconds West, and a chord distance of 62.85 feet) to a point at the southeasterly Right of Way of Betty Barret Way (Variable Right of Way), said point also being the POINT OF BEGINNING.

Said parcel contains 2,350 Square Feet or 0.05 Acres.

EXHIBIT "A-1"



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SEI

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

PROPOSED PROPERTY LINE EXHIBIT FOR:
CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT

LOCATED IN:
LAND LOT 343 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA

Proj. No.: 1076-17-274

Surveyed By: N/A

Field Date: N/A

Drafted By: A. ARGUELLES

Issue Date: 06/24/22

1 OF 1

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 202__, between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantor") and THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

HOLLY SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

Tract 5A_Firehouse

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the easterly Right of Way of Palm Street (Variable Right of Way) and the southerly Right of Way of Hickory Road (Variable Right of Way);

THENCE, easterly along said southerly Right of Way on a bearing of North 89 degrees 35 minutes 00 seconds East, a distance of 47.86 feet to a point;

THENCE, easterly on a bearing of South 89 degrees 31 minutes 25 seconds East, a distance of 85.62 feet to a point;

THENCE, easterly along a curve to the right an arc length of 140.89 feet (said curve having a radius of 948.83 feet and a chord bearing of South 85 degrees 33 minutes 03 seconds East, and a chord distance of 140.76 feet) to a point;

THENCE, easterly along a curve to the right an arc length of 46.54 feet (said curve having a radius of 598.83 feet and a chord bearing of South 79 degrees 04 minutes 14 seconds East, and a chord distance of 46.53 feet) to a point;

THENCE, southerly leaving said southerly Right of Way, on a bearing of South 15 degrees 27 minutes 56 seconds West, a distance of 13.67 feet to a point, said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING, easterly along said southerly Right of Way on a bearing of South 71 degrees 57 minutes 32 seconds East, a distance of 67.67 feet to a point;

THENCE, easterly on a bearing of South 68 degrees 20 minutes 08 seconds East, a distance of 167.08 feet to a point at the northwesterly end of a miter;

THENCE, southeasterly along said miter on a bearing of South 32 degrees 11 minutes 11 seconds East, a distance of 101.03 feet to a point;

THENCE, southeasterly on a bearing of South 05 degrees 28 minutes 02 seconds East, a distance of 34.96 feet to a point;

THENCE, southerly on a bearing of South 19 degrees 22 minutes 47 seconds West, a distance of 147.82 feet to a point;

THENCE, westerly on a bearing of North 60 degrees 16 minutes 08 seconds West, a distance of 127.84 feet to a point;

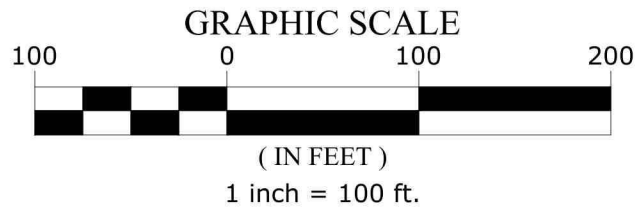
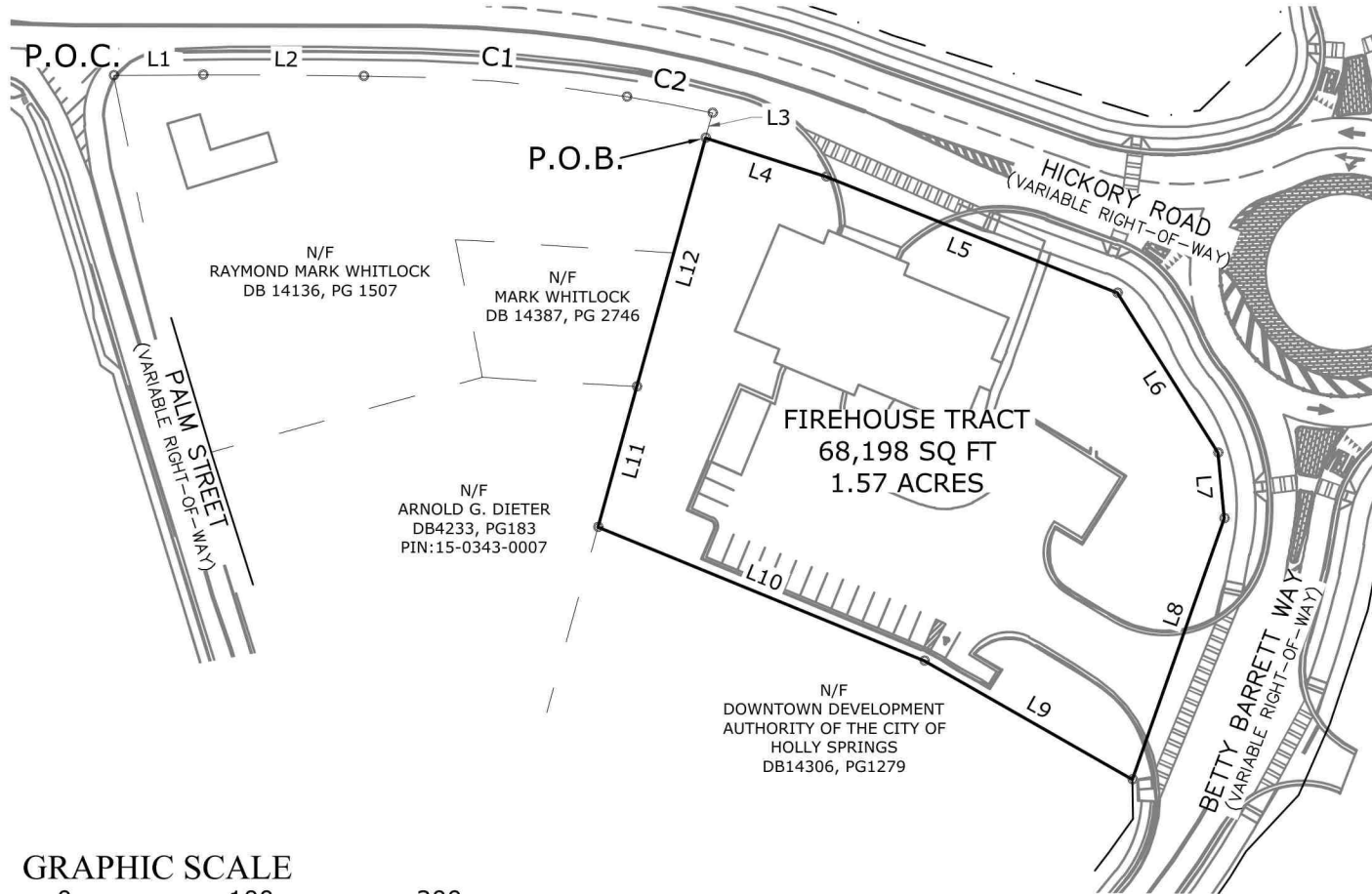
THENCE, westerly on a bearing of North 67 degrees 44 minutes 28 seconds West, a distance of 188.19 feet to a point;

THENCE, northerly on a bearing of North 15 degrees 27 minutes 38 seconds East, a distance of 77.57 feet to a point;

THENCE, northerly on a bearing of North 15 degrees 27 minutes 56 seconds East, a distance of 137.94 feet to the POINT OF BEGINNING.

Said parcel contains 68,198 Square Feet or 1.57 Acres.

EXHIBIT "A-1"



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°35'00" E	47.86'
L2	S 89°31'25" E	85.62'
L3	S 15°27'56" W	13.67'
L4	N 71°57'32" W	67.67'
L5	N 68°20'08" W	167.08'
L6	N 32°11'11" W	101.03'

LINE TABLE		
LINE	DIRECTION	LENGTH
L7	N 05°28'02" W	34.96'
L8	S 19°22'47" W	147.82'
L9	N 60°16'08" W	127.84'
L10	N 67°44'28" W	188.19'
L11	N 15°27'38" E	77.57'
L12	N 15°27'56" E	137.94'

CURVE TABLE				
CURVE	ARC LEN.	RADIUS	CHORD	DIRECTION
C1	140.89'	948.83'	140.76'	S 85°33'03" E
C2	46.54'	598.83'	46.53'	S 79°04'14" E

LEGEND	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
DDA	DOWNTOWN DEVELOPMENT AUTHORITY
COHS	CITY OF HOLLY SPRINGS

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SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

PROPOSED PROPERTY LINE EXHIBIT FOR:
CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT

LOCATED IN:
LAND LOT 343 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA

Proj. No.:	1076-17-274
Surveyed By:	N/A
Field Date:	N/A
Drafted By:	A. ARGUELLES
Issue Date:	06/27/22
1 OF 1	

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 202__, between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantor") and THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

HOLLY SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

Tract 5C_Right of Way

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the easterly Right of Way of Palm Street (Variable Right of Way) and the southerly Right of Way of Hickory Road (Variable Right of Way);

THENCE, easterly along said southerly Right of Way on a bearing of North 89 degrees 35 minutes 00 seconds East, a distance of 47.86 feet to a point;

THENCE, easterly on a bearing of South 89 degrees 31 minutes 25 seconds East, a distance of 85.62 feet to a point;

THENCE, easterly along a curve to the right an arc length of 140.89 feet (said curve having a radius of 948.83 feet and a chord bearing of South 85 degrees 33 minutes 03 seconds East, and a chord distance of 140.76 feet) to a point;

THENCE, easterly along a curve to the right an arc length of 46.54 feet (said curve having a radius of 598.83 feet and a chord bearing of South 79 degrees 04 minutes 14 seconds East, and a chord distance of 46.53 feet) to a point, said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING, easterly along the southerly Right of Way of Hickory Road (Variable Right of Way) on a bearing of South 72 degrees 54 minutes 40 seconds East, a distance of 34.50 feet to a point;

THENCE, easterly on a bearing of South 71 degrees 59 minutes 45 seconds East, a distance of 52.03 feet to a point;

THENCE, easterly on a bearing of South 68 degrees 45 minutes 40 seconds East, a distance of 51.78 feet to a point;

THENCE, easterly on a bearing of South 67 degrees 49 minutes 10 seconds East, a distance of 24.43 feet to a point;

THENCE, easterly on a bearing of South 65 degrees 24 minutes 10 seconds East, a distance of 78.48 feet to a point;

THENCE, easterly on a bearing of South 63 degrees 13 minutes 10 seconds East, a distance of 73.57 feet to a point;

THENCE, easterly on a bearing of South 63 degrees 52 minutes 10 seconds East, a distance of 50.42 feet to a point;

THENCE, easterly on a bearing of South 67 degrees 25 minutes 29 seconds East, a distance of 40.46 feet to a point;

THENCE, easterly along a curve to the left an arc length of 33.60 feet (said curve having a radius of 255.60 feet and a chord bearing of South 78 degrees 25 minutes 35 seconds East, and a chord distance of 33.57 feet) to a point at the easterly Right of Way of Betty Barret Way (Variable Right of Way);

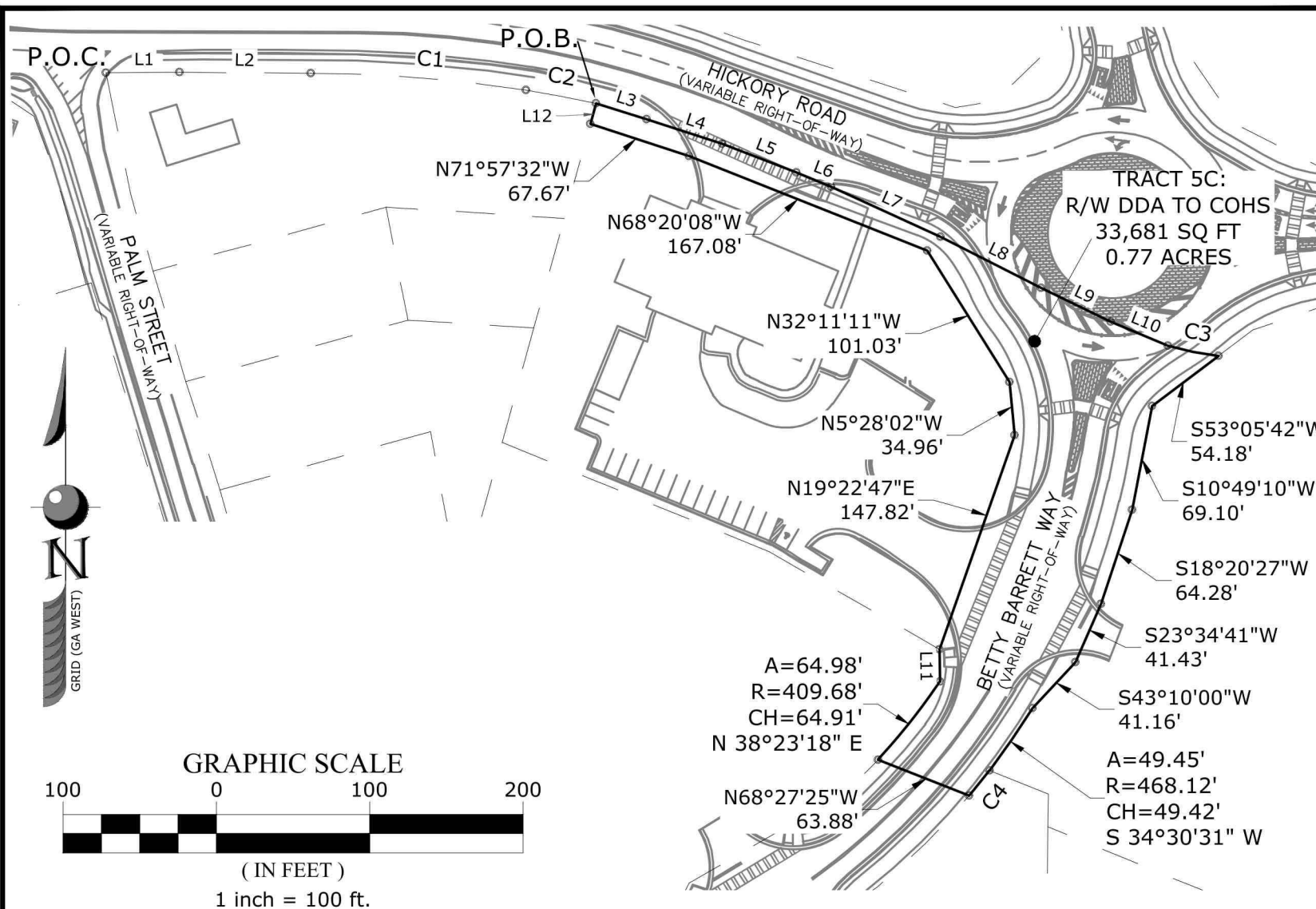
THENCE, southwesterly along said easterly Right of Way on a bearing of South 53 degrees 05 minutes 42 seconds West, a distance of 54.18 feet to a point;

THENCE, southerly on a bearing of South 10 degrees 49 minutes 10 seconds West, a distance of 69.10 feet to a point;

THENCE, southerly on a bearing of South 18 degrees 20 minutes 27 seconds West, a distance of 64.28 feet to a point;
THENCE, southerly on a bearing of South 23 degrees 34 minutes 41 seconds West, a distance of 41.43 feet to a point;
THENCE, southerly on a bearing of South 43 degrees 10 minutes 00 seconds West, a distance of 41.16 feet to a point;
THENCE, southerly along a curve to the right an arc length of 49.45 feet (said curve having a radius of 468.12 feet and a chord bearing of South 34 degrees 30 minutes 31 seconds West, and a chord distance of 49.42 feet) to a point;
THENCE, southerly along a curve to the right an arc length of 20.95 feet (said curve having a radius of 468.12 feet and a chord bearing of South 38 degrees 48 minutes 59 seconds West, and a chord distance of 20.94 feet) to a point;
THENCE, westerly leaving said easterly Right of Way of Betty Barret Way (Variable Right of Way) on a bearing of North 68 degrees 27 minutes 25 seconds West, a distance of 63.88 feet to a point at the westerly Right of Way of Betty Barret Way (Variable Right of Way);
THENCE, northerly along a curve to the left an arc length of 64.98 feet (said curve having a radius of 409.68 feet and a chord bearing of North 38 degrees 23 minutes 18 seconds East, and a chord distance of 64.91 feet) to a point;
THENCE, northerly on a bearing of North 00 degrees 54 minutes 40 seconds West, a distance of 21.04 feet to a point;
THENCE, northerly on a bearing of North 19 degrees 22 minutes 47 seconds East, a distance of 147.82 feet to a point;
THENCE, northerly on a bearing of North 05 degrees 28 minutes 02 seconds West, a distance of 34.96 feet to a point;
THENCE, northwesterly on a bearing of North 32 degrees 11 minutes 11 seconds West, a distance of 101.03 feet to a point;
THENCE, westerly on a bearing of North 68 degrees 20 minutes 08 seconds West, a distance of 167.08 feet to a point;
THENCE, westerly on a bearing of North 71 degrees 57 minutes 32 seconds West, a distance of 67.67 feet to a point;
THENCE, northerly on a bearing of North 15 degrees 27 minutes 56 seconds East, a distance of 13.67 feet to the POINT OF BEGINNING.

Said parcel contains 33,681 Square Feet or 0.77 Acres.

EXHIBIT "A-1"



LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N 89°35'00" E	47.86'	L7	S 65°24'10" E	78.48'
L2	S 89°31'25" E	85.62'	L8	S 63°13'10" E	73.57'
L3	S 72°54'40" E	34.50'	L9	S 63°52'10" E	50.42'
L4	S 71°59'45" E	52.03'	L10	S 67°25'29" E	40.46'
L5	S 68°45'40" E	51.78'	L11	N 00°54'40" W	21.04'
L6	S 67°49'10" E	24.43'	L12	N 15°27'56" E	13.67'

CURVE TABLE				
CURVE	ARC LEN.	RADIUS	CHORD	DIRECTION
C1	140.89'	948.83'	140.76'	S 85°33'03" E
C2	46.54'	598.83'	46.53'	S 79°04'14" E
C3	33.60'	255.60'	33.57'	S 78°25'35" E
C4	20.95'	468.12'	20.94'	S 38°48'59" W

LEGEND	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
DDA	DOWNTOWN DEVELOPMENT AUTHORITY
COHS	CITY OF HOLLY SPRINGS

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PROPOSED PROPERTY LINE EXHIBIT FOR:
CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT

LOCATED IN:
LAND LOT 343 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA

Proj. No.: 1076-17-274

Surveyed By: N/A

Field Date: N/A

Drafted By: A. ARGUELLES

Issue Date: 06/24/22

1 OF 1

SEI

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 202__, between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantor") and THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

HOLLY SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

Tract 6E_Right of Way

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the southern Right of Way of Hickory Road (Variable Right of Way) and the common Land Lot Line of Land Lots 342 and 343, said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING, westerly leaving said common Land Lot Line on a bearing of South 60 degrees 36 minutes 36 seconds West, a distance of 50.88 feet to a point;

THENCE, westerly on a bearing of South 59 degrees 05 minutes 42 seconds West, a distance of 75.63 feet to a point;

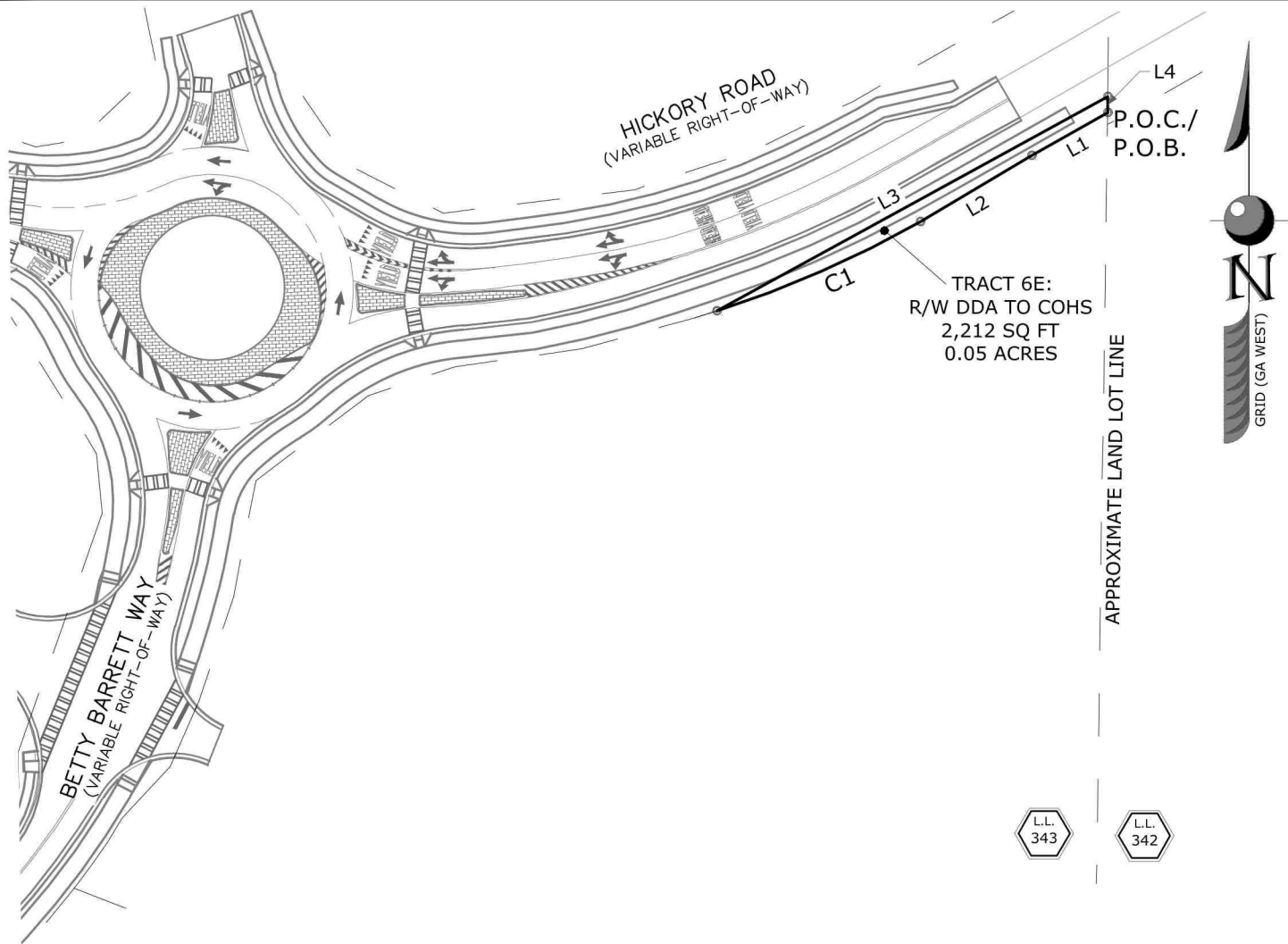
THENCE, westerly along a curve to the right an arc length of 129.64 feet (said curve having a radius of 645.28 feet and a chord bearing of South 66 degrees 21 minutes 37 seconds West, and a chord distance of 129.42 feet) to a point;

THENCE, easterly on a bearing of North 61 degrees 17 minutes 11 seconds East, a distance of 259.87 feet to a point at the common Land Lot Line of Land Lots 342 and 343;

THENCE, southerly along said common Land Lot Line on a bearing of South 00 degrees 50 minutes 03 seconds West, a distance of 9.14 feet to the POINT OF BEGINNING.

Said parcel contains 2,212 Square Feet or 0.05 Acres.

EXHIBIT "A-1"



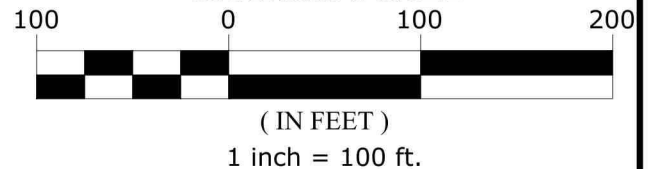
LINE TABLE

LINE	DIRECTION	LENGTH
L1	S 60°36'36" W	50.88'
L2	S 59°05'42" W	75.63'
L3	N 61°17'11" E	259.87'
L4	S 00°50'03" W	9.14'

CURVE TABLE

CURVE	ARC LEN.	RADIUS	CHORD	DIRECTION
C1	129.64'	645.28'	129.42'	S 66°21'37" W

GRAPHIC SCALE



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
DDA	DOWNTOWN DEVELOPMENT AUTHORITY
COHS	CITY OF HOLLY SPRINGS

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SOUTHEASTERN ENGINEERING, INC.
 2470 Sandy Plains Road Marietta, Georgia 30066
 tel: 770-321-3936
 www.seengineering.com
 LSF NO. 000913

PROPOSED PROPERTY LINE EXHIBIT FOR:
CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT

LOCATED IN:
LAND LOT 343 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA

Proj. No.: 1076-17-274

Surveyed By: N/A

Field Date: N/A

Drafted By: A. ARGUELLES

Issue Date: 06/24/22

1 OF 1

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE is made as of the ____ day of _____, 202__, between HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (hereinafter "Grantor") and THE CITY OF HOLLY SPRINGS, GEORGIA (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property. No title search was performed.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

GRANTOR:

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

Signed, seal and delivered
this ____ day of _____, 202__.

Witness

Notary Public
My Commission Expires

HOLLY SPRINGS DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

Tract 8B

ALL THAT TRACT or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the easterly variable Right of Way of Palm Street (Variable Right of Way) and the southerly variable Right of Way of Hickory Road (Variable Right of Way), said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING easterly along said southerly Right of Way on a bearing of North 89 degrees 35 minutes 00 seconds East, a distance of 17.77 feet to a point;

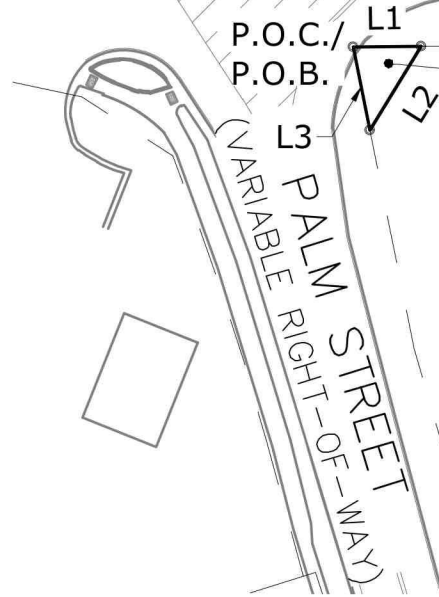
THENCE, southwesterly leaving said southerly Right of Way, on a bearing of South 31 degrees 34 minutes 36 seconds West, a distance of 25.58 feet to a point at the easterly Right of Way of Palm Street (Variable Right of Way);

THENCE, northerly along said easterly Right of Way on a bearing of North 11 degrees 25 minutes 11 seconds West, a distance of 22.10 feet to the POINT OF BEGINNING.

Said parcel contains 193 Square Feet or 0.004 Acres.

EXHIBIT "A-1"

HICKORY ROAD (VARIABLE RIGHT-OF-WAY)



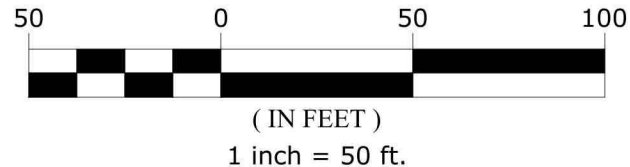
LINE TABLE

LINE	DIRECTION	LENGTH
L1	N 89°35'00" E	17.77'
L2	S 31°34'36" W	25.58'
L3	N 11°25'11" W	22.10'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
DDA	DOWNTOWN DEVELOPMENT AUTHORITY
COHS	CITY OF HOLLY SPRINGS

GRAPHIC SCALE



ALL MATTERS OF TITLE ARE EXCEPTED | © COPYRIGHT 2021

PROPOSED PROPERTY LINE EXHIBIT FOR:

**CITY OF HOLLY SPRINGS
DOWNTOWN DEVELOPMENT**

LOCATED IN:

**LAND LOT 343 OF THE
15TH DISTRICT, CITY OF HOLLY SPRINGS,
CHEROKEE COUNTY, GEORGIA**

Proj. No.: 1076-21-274

Surveyed By: N/A

Field Date: N/A

Drafted By: A ARGUELLES

Issue Date: 06/28/22

1 OF 1



SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

Holly Springs Downtown Development Authority
Meeting Minutes
June 15, 2022

Members Present: Chris Adams, Chairman Ollie Evans, Andrea Johnston, Vice Chairman Scott Owen, Secretary Guillermo Sanabia, Treasurer Ryan Smith, and Kyle Whitaker.

Staff Present: City Manager Robert H. Logan, Communications & External Affairs Director Erin Honea, Deputy Chief Greg Clyburn.

Ollie Evans called the meeting to order.

Ollie Evans made a motion to approve the May 18, 2022 Downtown Development Authority meeting minutes. Ryan Smith seconded the motion. Motion carried 4-0.

Kyle Whitaker made a motion to amend the agenda to add Item H, Discuss and approve/deny renewal of Annual Membership Investment to the Cherokee County Chamber of Commerce. Ollie Evans seconded the motion. Motion carried 4-0.

Kyle Whitaker made a motion to approve renewal of Annual Membership Investment to the Cherokee County Chamber of Commerce in an amount not to exceed \$305. Ollie Evans seconded the motion. Motion carried 4-0.

Ollie Evans made a motion to adjourn. Guillermo Sanabia seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

Ollie Evans, Chairman

Attest:

Erin Honea, Communications & External Affairs Director



**Downtown Development Authority
As of July 31, 2022**

Revenues	July 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	5,000	-	0.00%
Proceeds from Sale of Property	-	2,000,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 2,005,000	\$ -	0.00%

Expenditures				
Dues & Fees	305	500	305	61.00%
Training	-	250	-	0.00%
Water & Sewer	-	2,500	-	0.00%
Other Expenditures	-	250	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government	-	2,000,000	-	0.00%
TOTAL EXPENDITURES	\$ 305	\$ 2,005,000	\$ 305	0.02%



**Main Street Board
Budget To Actual Comparison Report
As of July 31, 2022**

Revenues	July 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	2,689	52,376	64,553	123.25%
Alcohol Beverage Licenses	1,000	25,000	10,000	40.00%
Alcohol Pouring Permits	495	5,000	3,515	70.30%
Donations From Private Sources	250	20,000	2,706	13.53%
Miscellaneous/Registrations/Booth Fees	155	5,000	4,886	97.72%
Rents and Royalties	905	5,000	2,975	59.50%
Interest Revenue	489	50	6,288	12575.28%
TOTAL REVENUES	\$ 5,983	\$ 112,426	\$ 94,923	84.43%

Expenditures				
Salaries & Wages	4,070	53,360	30,497	57.15%
Employee Benefits - Medical	1,379	19,729	9,654	48.93%
Employee Benefits- Dental	85	1,120	598	53.38%
Employee Benefits-Add Life	13	147	105	71.18%
Employee Benefits-Disability	54	598	424	70.89%
FICA	240	3,370	1,795	53.26%
Medicare	56	788	420	53.27%
Employee Benefits-Retirement	393	5,502	2,752	50.02%
Unemployment	-	27	32	119.59%
Workers Comp Insurance	-	235	204	86.68%
Communications	40	600	188	31.26%
Travel	-	700	-	0.00%
Dues and Fees	-	1,000	952	95.19%
Education and Training	-	1,700	-	0.00%
Contract Labor	-	6,000	-	0.00%
Supplies-Special Events	-	16,000	36	0.22%
Small Equipment	-	250	74	29.68%
Software	-	1,300	-	0.00%
TOTAL EXPENDITURES	\$ 6,330	\$ 112,426	\$ 47,729	42.45%



**Downtown Development Authority
As of June 30, 2022**

Revenues	June 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Prior Year Fund Balance	-	5,000	-	0.00%
Proceeds from Sale of Property	-	2,000,000	-	0.00%
TOTAL REVENUES	\$ -	\$ 2,005,000	\$ -	0.00%

Expenditures				
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
Water & Sewer	-	2,500	-	0.00%
Other Expenditures	-	250	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government	-	2,000,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 2,005,000	\$ -	0.00%



**Main Street Board
Budget To Actual Comparison Report
As of June 30, 2022**

Revenues	June 2022 Transactions	2022 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	6,606	52,376	61,865	118.12%
Alcohol Beverage Licenses	3,500	25,000	9,000	36.00%
Alcohol Pouring Permits	525	5,000	3,020	60.40%
Donations From Private Sources	-	20,000	2,456	12.28%
Miscellaneous/Registrations/Booth Fees	2	5,000	4,731	94.62%
Rents and Royalties	-	5,000	2,070	41.40%
Interest Revenue	1,570	50	5,798	11596.86%
TOTAL REVENUES	\$ 12,202	\$ 112,426	\$ 88,940	79.11%

Expenditures				
Salaries & Wages	6,104	53,360	26,427	49.53%
Employee Benefits - Medical	2,008	19,729	8,275	41.94%
Employee Benefits- Dental	85	1,120	512	45.75%
Employee Benefits-Add Life	13	147	91	62.23%
Employee Benefits-Disability	53	598	370	61.92%
FICA	359	3,370	1,555	46.16%
Medicare	84	788	364	46.16%
Employee Benefits-Retirement	393	5,502	2,359	42.87%
Unemployment	-	27	32	119.59%
Workers Comp Insurance	-	235	204	86.68%
Communications	40	600	147	24.52%
Travel	-	700	-	0.00%
Dues and Fees	154	1,000	952	95.19%
Education and Training	-	1,700	-	0.00%
Contract Labor	-	6,000	-	0.00%
Supplies-Special Events	36	16,000	36	0.22%
Small Equipment	-	250	74	29.68%
Software	-	1,300	-	0.00%
TOTAL EXPENDITURES	\$ 9,330	\$ 112,426	\$ 41,399	36.82%